

## **PUBLIC NOTICE**

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Tuesday, November 4, 2025 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

## **ROLL CALL**

## **PUBLIC HEARING**

- a) Proposed conditional use permit for Scott Roskelley to own and operate Cirque Roskelley at his residence located at 775 S Cedar Road in the R-1-21 zone. The business will provide trapeze and aerial silks training for performers.
- b) Consideration of a proposed amendment to the Grantsville City Land Use and Management Code, Chapter 20 Sign Regulations and Chapter 2 Definitions, specifically regarding sign-related definitions.
- c) Consideration of the proposed Master Development Agreement with VT Grantsville Land Co, LLC, for the Deseret Subdivision.

## **AGENDA**

1. Proposed conditional use permit for Scott Roskelley to own and operate Cirque Roskelley at his residence located at 775 S Cedar Road in the R-1-21 zone. The business will provide trapeze and aerial silks training for performers.
2. Consideration of a proposed amendment to the Grantsville City Land Use and Management Code, Chapter 20 Sign Regulations and Chapter 2 Definitions, specifically regarding sign-related definitions.
3. Consideration of a Request for an Extension of the Matthews Meadows Subdivision Phase 2 Plat Approval.
4. Consideration of the proposed Master Development Agreement with VT Grantsville Land Co, LLC, for the Deseret Subdivision.
5. Discussion of Proposed Amendments to Chapter 7 – Conditional Uses
6. Approval of minutes from the October 2, 2025 Planning Commission Regular Meetings.
7. Report from City Staff.
8. Open Forum for Planning Commissioners.
9. Report from City Council.
10. Adjourn.

**Shelby Moore**

**Zoning Administrator**

**Grantsville City Community & Economic Development**



**Scan QR code  
to join Zoom  
meeting.**

## **Join Zoom Meeting**

<https://us02web.zoom.us/j/88538365504>

Meeting ID: 885 3836 5504

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

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

# **AGENDA ITEM #1**

Proposed conditional use permit for Scott Roskelley to own and operate Cirque Roskelley at his residence located at 775 S Cedar Road in the R-1-21 zone. The business will provide trapeze and aerial silks training for performers.

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



## **Staff Report: Proposed Conditional Use Permit #2025143**

**Applicant:** Scott Roskelley  
**Project Name:** Cirque Roskelley  
**Address:** 775 S Cedar Road  
**Zoning:** R-1-21  
**Application Type:** Conditional Use Permit (CUP)  
**Lot Size:** .53 acres (23,087 square feet)  
**Public Hearing:** 11/4/2025  
**Meeting Date:** 11/4/2025

### **Proposal Summary:**

The applicant is requesting approval to operate a small-scale training facility for performing artists within a residential backyard. The primary focus of the operation is to provide training in trapeze and aerial silks under the instruction of professional trainers affiliated with international circuses. Training sessions will accommodate both local residents seeking a nearby facility and visiting performers staying in Tooele County. The rigging structures used for training are temporary and designed to be portable, allowing for relocation and use in shows, demonstrations, or special events as needed.

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### **Zoning and Land Use Compatibility:**

The property is located at 775 S Cedar Road and is zoned R-1-21 (Single-Family Residential – 21,000 sq. ft. minimum). **Under Section 15.7, Codes and Symbols and Use Table 15.1** of the Grantsville City Land Use Code, home occupations are an allowed use within the R-1-21 zoning district, subject to compliance with applicable standards and conditions. The proposed training use qualifies as a home occupation, provided it remains secondary to the residential use of the property and does not alter the residential character of the area.

Per Section 8.1, Home Occupations (2)(d), home occupations that require clients to visit the residence for services—such as barbers, beauticians, tax accountants, home instruction, or similar professional services—require Planning Commission approval. As the proposed use involves participants coming to the property for training, it qualifies under this provision and therefore necessitates a Conditional Use Permit reviewed by the Planning Commission.

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*\*\* Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

*The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.*



### **Business Operations:**

- **Staff:** Scott Roskelley, Linda Brown-Roskelley, Maverick Roskelley, and Ashtyn Roskelley
  - **Hours of Operation:** By appointment only, Monday through Sunday, 8:00 a.m. to dusk
  - **Customer Volume:** 1 Training sessions are expected 1–3 times per month, with 3–4 participants per session. Dual sessions (e.g., aerial silks and trapeze) may accommodate up to 6 participants, averaging fewer than one customer per day.
  - **Equipment:** The business utilizes aerial silks rigs, trapeze rigs, trapeze bars, and silks. All equipment is stored in a shed when not in use.
  - **Chemicals:** Less than 10 pounds of chalk powder, used for grip, will be stored in the shed.
- 

### **Traffic and Access:**

The property is accessed from Cedar Road, a local residential street. The business is not expected to generate significant traffic, as customer visits will be infrequent and low in volume. The driveway measures 54 feet by 54 feet, providing ample on-site parking. Additional parking will be available on the south side of the property.

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### **Public Input:**

Notice was mailed to adjacent property owners in advance of the public hearing scheduled for November 4, 2025. Any concerns raised at the hearing, such as those relating to traffic, parking, noise, or the frequency of classes, will be addressed through appropriate conditions of approval.

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### **Staff Recommendation:**

Staff recommends approval of the Conditional Use Permit for Scott Roskelley with the following conditions:

1. **Compliance with City Code:** All requirements of the Grantsville City Code must be met.
2. **Payment of Fees:** All fees associated with the permit and future permit must be paid.
3. **Health and Safety Standards:** All industry standards regarding health, safety, and welfare regulations must be followed.
4. **State Licensing:** The permit holder must maintain current state licensing at all times.
5. **Business License:** The permit holder must maintain a current business license at all times.
6. **Scope of Use:** The use of the property must remain within the parameters approved in the application. Any expansion of use requires prior approval.

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*The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.*



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



7. Administrative Review: This permit may be periodically reviewed by the Zoning Administrator and/or reviewed if any complaints are received.
8. Non-Compliance Consequences: Failure to comply with any of these requirements may result in revocation of the permit.
9. The trapeze structure will not exceed 35 feet in height, in accordance with Section 15.1 of the Residential District (R-1-21) zoning regulations.

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*The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.*

## **Business Details**

### **Location of Business**

The property is located at 775 S. Cedar Rd.

The proposed use is to host training for performers in our backyard, primarily on the trapeze and occasionally on aerial silks. Professional trainers from various international circuses will use the rigging to conduct training classes. Participants will either be local residents seeking a nearby place to train or visitors who will stay at hotels in Tooele County.

The rigging structures are temporary so they can be moved and used for shows and demonstrations as needed.

### **Individuals Who Will Be Working at the Business**

- Scott Roskelley
- Linda Brown-Roskelley
- Maverick Roskelley
- Ashtyn Roskelley

### **Days and Hours of Operation**

- Monday-Sunday by appointment only, 8:00am - Dusk

### **Expected Number of Customers Per Day:**

We will not be training every day and expect there to only be 1-3 sessions in a month. Each session could have 3-4 people. If there is also a dual training, e. g. aerial silks and trapeze, then the maximum might be 6. So, when looking at it as "number of customers per day" it would average out to less than one.

### **Equipment**

The equipment consists of the aerial silks rig, the trapeze rig, trapeze bars, and silks. The aerial silks rig, trapeze bars, and silks will be stored in the shed. When the trapeze rig is taken down, it too will be stored in the shed.

### **Chemicals**

The only chemical we use is chalk powder used to help with gripping the trapeze bars. There would be less than 10 lbs and also stored in the shed.



06/30/2025

S 89°59'20" W 280.15'

192.31'

8.33'

129.23'

166.36'

411 EAST

**LOT 118**

23,272 sq.ft.

0.53 acres

N 89°36'28" W 181.47'

7.5' PU&DE

775 SOUTH

113.08'

10.0' P

33.00'

C27

00'

1



QUIRK ST

HOLLYWOOD  
CT

QUARTER  
HORSE LN

NYGREEN ST

OTTO LN

CONSTANCE  
WAY

SAGEBRUSH LN

HACKAMORE RD

HOLLYWOOD  
ST

SHELLY

ADAMS  
AVE

GRANT  
AVE

WASHINGTON  
AVE

BAKER LN

ANGUS  
CV

RUBEN  
CT

PALAMINO  
WAY

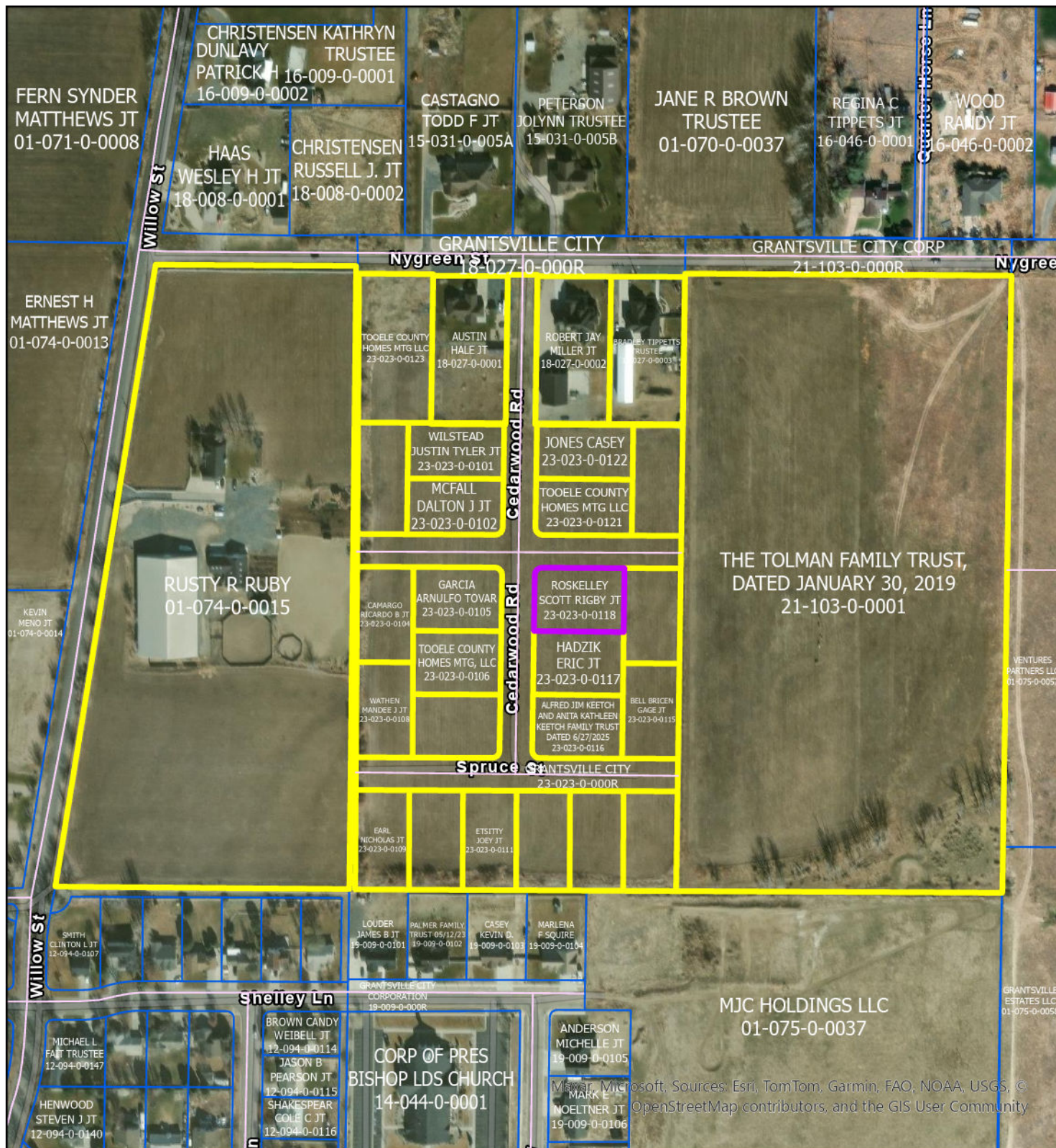
ZACHARY  
CT

JOSHUA  
WAY

TANG  
DR

3





## RADIUS REPORT

**SCOTT ROSKELLEY**  
23-023-0-0118



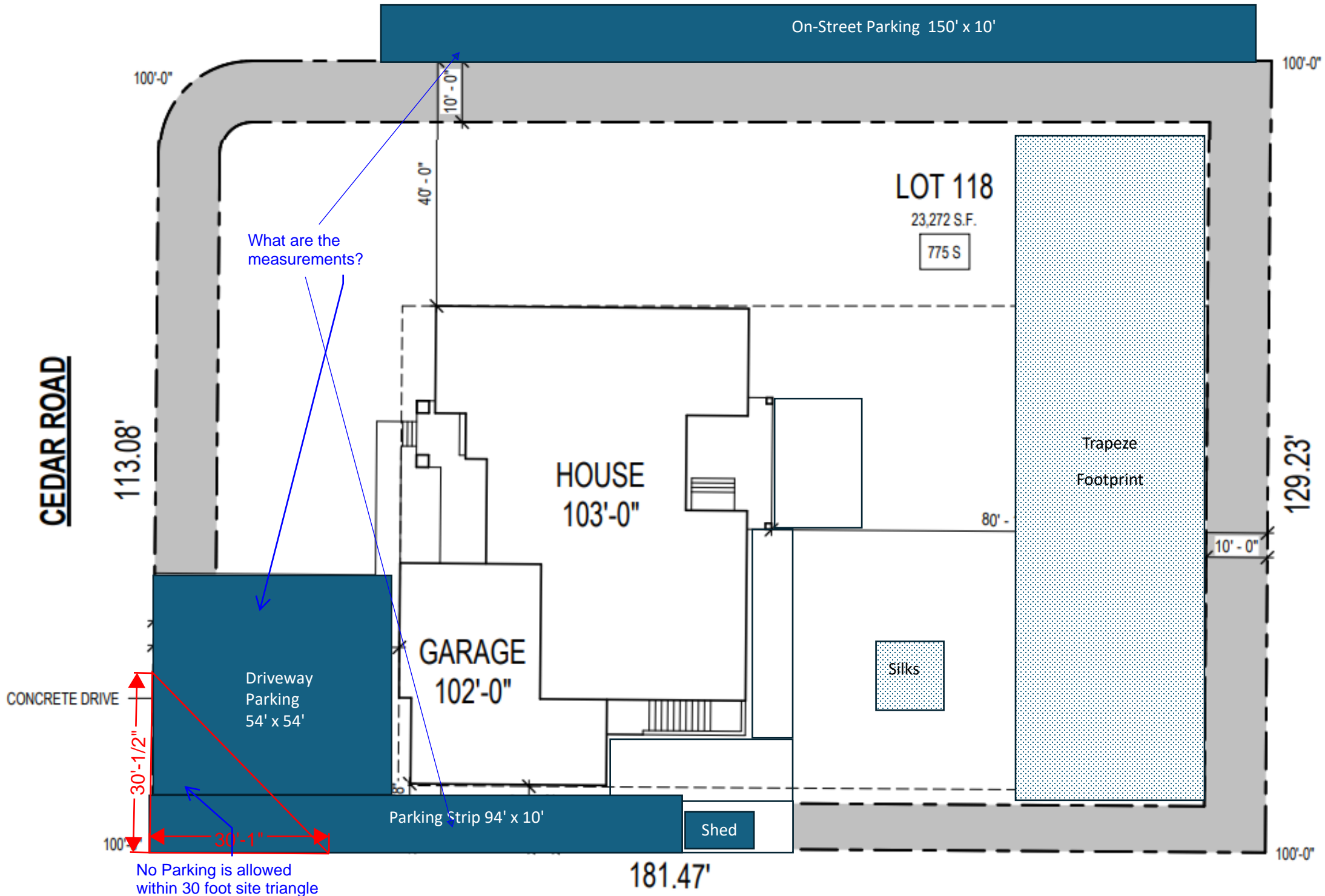
**GIS Map Disclaimer:**

**TOOELE COUNTY**

This is not an official map but for reference use only. The data was compiled from the best sources available, but various errors from the sources may be inherent on the map. All boundaries and features thereon should be treated as such. For boundary information, the pertinent County Departments or Municipalities should be contacted. This map is a representation of ground features and is not a legal document of their locations. The scale represented is approximate, so this is NOT a Survey or Engineering grade map and should by no means be used as such. This map is not intended for all uses. Tooele County is not responsible or liable for any derivative or misuse of this map.

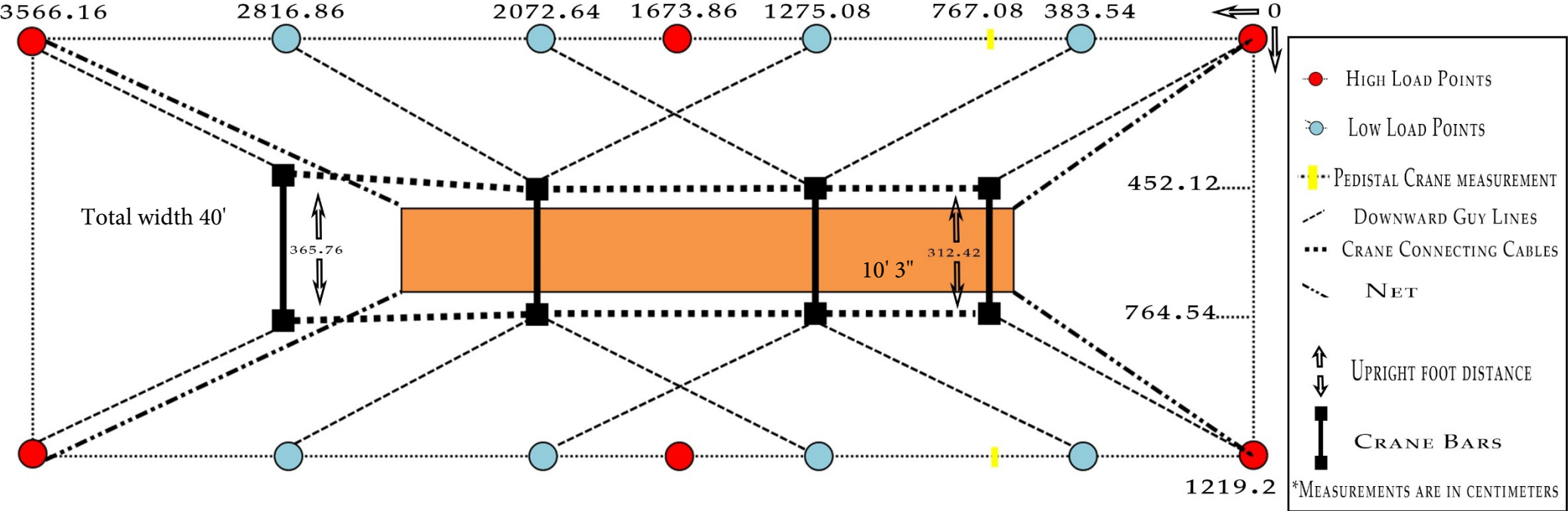
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# REDWOOD LANE



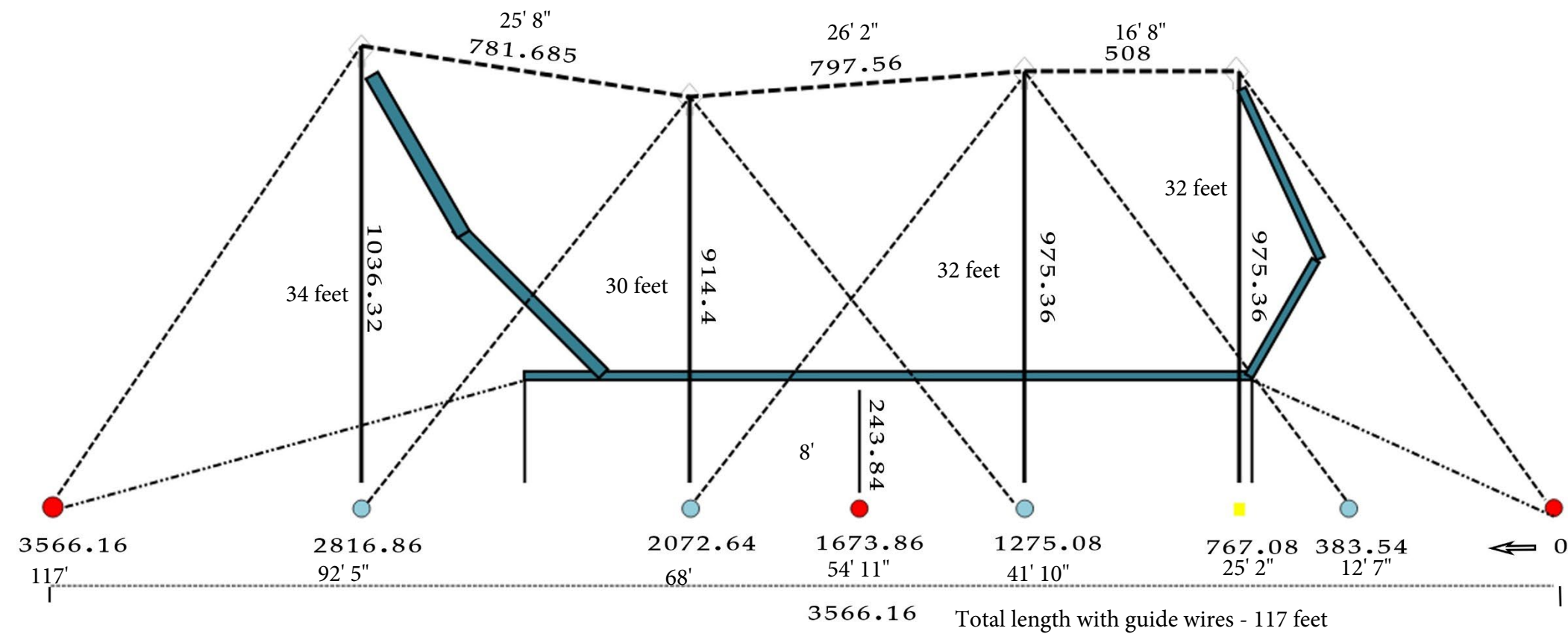


Top View Trapeze Layout





Side View Trapeze Layout  
left pole to right side pole - 67 feet 3"





Nicole Ackman <nackman@grantsvilleut.gov>

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## CUP 2025143 Cirque Roskelley

12 messages

Nicole Ackman <nackman@grantsvilleut.gov>

Fri, Sep 19, 2025 at 12:38 PM

To: Shelby Moore <smoore@grantsvilleut.gov>, Bill Cobabe <bcobabe@grantsvilleut.gov>, Tae-Eun Ko <tko@grantsvilleut.gov>, Grantsville Fire Chief <firechief@grantsvilleut.gov>, Grantsville Fire <grantsvillefire@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, Gina Mecham <gmecham@grantsvilleut.gov>, Andy Jensen <ajensen@grantsvilleut.gov>, Markus Seat <mseat@grantsvilleut.gov>

Good afternoon eveyone,

Attached is a Conditional Use Permit (CUP) application for Cirque Roskelley, a home-based business that will host training for performers in their backyard, primarily on the trapeze and occasionally on aerial skills. Please review the application and let me know if you have any questions, concerns, or feedback.

Thank you!

### Nicole Ackman

Planning and Zoning Administrative Assistant

435-884-1674

[nackman@grantsvilleut.gov](mailto:nackman@grantsvilleut.gov)




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#### 4 attachments

 **Business Details.pdf**  
19K

 **CUP Application.pdf**  
94K

 **Site Plan 775 Cedar Road.pdf**  
871K

 **Site Plan for Parking.pdf**  
872K

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**Nicole Ackman** <nackman@grantsvilleut.gov>

Fri, Sep 19, 2025 at 12:48 PM

To: Shelby Moore <smoore@grantsvilleut.gov>

Cc: Christy Montierth <cmontierth@grantsvilleut.gov>, Andy Jensen <ajensen@grantsvilleut.gov>, Markus Seat <mseat@grantsvilleut.gov>, Bill Cobabe <bcobabe@grantsvilleut.gov>, Grantsville Fire Chief <firechief@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>, Grantsville Fire <grantsvillefire@grantsvilleut.gov>, Gina Mecham <gmecham@grantsvilleut.gov>, Tae-Eun Ko <tko@grantsvilleut.gov>

Shelby,

This application will need to go before the Planning Commission, as it is not a listed use on the use table. Also since clients will go to the home for services it will require Planning Commission approval. Will you please add the fees to the application so I can invoice the applicant.

Thank you,

**Nicole Ackman**

Planning and Zoning Administrative Assistant

435-884-1674

[nackman@grantsvilleut.gov](mailto:nackman@grantsvilleut.gov)



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**Christy Montierth** <cmontierth@grantsvilleut.gov>

Fri, Sep 19, 2025 at 4:58 PM

To: Nicole Ackman <nackman@grantsvilleut.gov>

Cc: Shelby Moore <smoore@grantsvilleut.gov>, Andy Jensen <ajensen@grantsvilleut.gov>, Markus Seat <mseat@grantsvilleut.gov>, Bill Cobabe <bcobabe@grantsvilleut.gov>, Grantsville Fire Chief <firechief@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>, Grantsville Fire <grantsvillefire@grantsvilleut.gov>, Gina Mecham <gmecham@grantsvilleut.gov>, Tae-Eun Ko <tko@grantsvilleut.gov>

No concerns

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**Andy Jensen** <ajensen@grantsvilleut.gov>

Fri, Sep 19, 2025 at 5:55 PM

To: Christy Montierth <cmontierth@grantsvilleut.gov>

Cc: Nicole Ackman <nackman@grantsvilleut.gov>, Shelby Moore <smoore@grantsvilleut.gov>, Markus Seat <mseat@grantsvilleut.gov>, Bill Cobabe <bcobabe@grantsvilleut.gov>, Grantsville Fire Chief <firechief@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>, Grantsville Fire <grantsvillefire@grantsvilleut.gov>, Gina Mecham <gmecham@grantsvilleut.gov>, Tae-Eun Ko <tko@grantsvilleut.gov>

No concerns.

Andy Jensen  
Grantsville Building Official  
[ajensen@grantsvilleut.gov](mailto:ajensen@grantsvilleut.gov)  
435-884-4617

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**Shelby Moore** <[smoore@grantsvilleut.gov](mailto:smoore@grantsvilleut.gov)>

Mon, Sep 22, 2025 at 11:57 AM

To: Andy Jensen <[ajensen@grantsvilleut.gov](mailto:ajensen@grantsvilleut.gov)>

Cc: Christy Montierth <[cmontierth@grantsvilleut.gov](mailto:cmontierth@grantsvilleut.gov)>, Nicole Ackman <[nackman@grantsvilleut.gov](mailto:nackman@grantsvilleut.gov)>, Markus Seat <[mseat@grantsvilleut.gov](mailto:mseat@grantsvilleut.gov)>, Bill Cobabe <[bcobabe@grantsvilleut.gov](mailto:bcobabe@grantsvilleut.gov)>, Grantsville Fire Chief <[firechief@grantsvilleut.gov](mailto:firechief@grantsvilleut.gov)>, Robert Sager <[rsager@grantsvilleut.gov](mailto:rsager@grantsvilleut.gov)>, Grantsville Fire <[grantsvillefire@grantsvilleut.gov](mailto:grantsvillefire@grantsvilleut.gov)>, Gina Mecham <[gmecham@grantsvilleut.gov](mailto:gmecham@grantsvilleut.gov)>, Tae-Eun Ko <[tko@grantsvilleut.gov](mailto:tko@grantsvilleut.gov)>

Nicole,

Are they going to have any animals or have any structures built?



**SHELBY MOORE**  
Planning & Zoning Administrator  
Department of Public Works  
Office: (435) 884-4604  
Email: [smoore@grantsvilleut.gov](mailto:smoore@grantsvilleut.gov)

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**Nicole Ackman** <[nackman@grantsvilleut.gov](mailto:nackman@grantsvilleut.gov)>

Tue, Sep 23, 2025 at 12:38 PM

To: Shelby Moore <[smoore@grantsvilleut.gov](mailto:smoore@grantsvilleut.gov)>

Cc: Andy Jensen <[ajensen@grantsvilleut.gov](mailto:ajensen@grantsvilleut.gov)>, Christy Montierth <[cmontierth@grantsvilleut.gov](mailto:cmontierth@grantsvilleut.gov)>, Markus Seat <[mseat@grantsvilleut.gov](mailto:mseat@grantsvilleut.gov)>, Bill Cobabe <[bcobabe@grantsvilleut.gov](mailto:bcobabe@grantsvilleut.gov)>, Grantsville Fire Chief <[firechief@grantsvilleut.gov](mailto:firechief@grantsvilleut.gov)>, Robert Sager <[rsager@grantsvilleut.gov](mailto:rsager@grantsvilleut.gov)>, Grantsville Fire <[grantsvillefire@grantsvilleut.gov](mailto:grantsvillefire@grantsvilleut.gov)>, Gina Mecham <[gmecham@grantsvilleut.gov](mailto:gmecham@grantsvilleut.gov)>, Tae-Eun Ko <[tko@grantsvilleut.gov](mailto:tko@grantsvilleut.gov)>

Shelby,

They will not have any animals. The structure shown on the site plan in the backyard is not permanent. It will be removed at times for shows and training off site.

Thanks,

## Nicole Ackman

Planning and Zoning Administrative Assistant  
435-884-1674  
[nackman@grantsvilleut.gov](mailto:nackman@grantsvilleut.gov)



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**Shelby Moore** <[smoore@grantsvilleut.gov](mailto:smoore@grantsvilleut.gov)>

Tue, Sep 23, 2025 at 3:39 PM

To: Nicole Ackman <[nackman@grantsvilleut.gov](mailto:nackman@grantsvilleut.gov)>

Cc: Andy Jensen <[ajensen@grantsvilleut.gov](mailto:ajensen@grantsvilleut.gov)>, Christy Montierth <[cmontierth@grantsvilleut.gov](mailto:cmontierth@grantsvilleut.gov)>, Markus Seat <[mseat@grantsvilleut.gov](mailto:mseat@grantsvilleut.gov)>, Bill Cobabe <[bcobabe@grantsvilleut.gov](mailto:bcobabe@grantsvilleut.gov)>, Grantsville Fire Chief <[firechief@grantsvilleut.gov](mailto:firechief@grantsvilleut.gov)>, Robert Sager <[rsager@grantsvilleut.gov](mailto:rsager@grantsvilleut.gov)>, Grantsville Fire <[grantsvillefire@grantsvilleut.gov](mailto:grantsvillefire@grantsvilleut.gov)>, Gina Mecham <[gmecham@grantsvilleut.gov](mailto:gmecham@grantsvilleut.gov)>, Tae-Eun Ko <[tko@grantsvilleut.gov](mailto:tko@grantsvilleut.gov)>

Nicole,

Attached are my comments on the parking site plan. They need to update it to reflect sizing for accuracy on parking.

I also need to know the square footage of the structure they will be using for training, so I can determine parking requirements.



## SHELBY MOORE

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

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 **Site Plan for Parking SM Comments.pdf**  
875K

**Nicole Ackman** <nackman@grantsvilleut.gov>

Thu, Sep 25, 2025 at 3:42 PM

To: Shelby Moore <smoore@grantsvilleut.gov>

Cc: Andy Jensen <ajensen@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, Markus Seat <mseat@grantsvilleut.gov>, Bill Cobabe <bcobabe@grantsvilleut.gov>, Grantsville Fire Chief <firechief@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>, Grantsville Fire <grantsvillefire@grantsvilleut.gov>, Gina Mecham <gmecham@grantsvilleut.gov>, Tae-Eun Ko <tko@grantsvilleut.gov>

Shelby,

I've attached the site plan with the parking and trapeze structure measurements. The applicant has confirmed they will continue using the existing access and will not be pursuing a secondary access. When you have a chance, could you please add the fees so I can get the invoice ready and place this on the Planning Commission agenda?

Best,

**Nicole Ackman**

Planning and Zoning Administrative Assistant

435-884-1674

[nackman@grantsvilleut.gov](mailto:nackman@grantsvilleut.gov)



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 **Site Plan for Parking SM Comments with CR Answers.pdf**  
922K

**Nicole Ackman** <nackman@grantsvilleut.gov>

Tue, Oct 21, 2025 at 4:48 PM

To: Gina Mecham <gmecham@grantsvilleut.gov>

Cc: Shelby Moore <smoore@grantsvilleut.gov>, Bill Cobabe <bcobabe@grantsvilleut.gov>, Tae-Eun Ko <tko@grantsvilleut.gov>

Gina,

This Conditional Use Permit (CUP) is scheduled to go before the Planning Commission on November 2, 2025. When you have a moment, please review it and let me know if you have any questions or concerns.

Thank you,

**Nicole Ackman**

Planning and Zoning Administrative Assistant

435-884-1674

[nackman@grantsvilleut.gov](mailto:nackman@grantsvilleut.gov)



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On Fri, Sep 19, 2025 at 12:38 PM Nicole Ackman <[nackman@grantsvilleut.gov](mailto:nackman@grantsvilleut.gov)> wrote:

[Quoted text hidden]

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**Nicole Ackman** <[nackman@grantsvilleut.gov](mailto:nackman@grantsvilleut.gov)>

Tue, Oct 21, 2025 at 4:50 PM

To: Grantsville Fire Chief <[firechief@grantsvilleut.gov](mailto:firechief@grantsvilleut.gov)>, Grantsville Fire <[grantsvillefire@grantsvilleut.gov](mailto:grantsvillefire@grantsvilleut.gov)>, Robert Sager <[rsager@grantsvilleut.gov](mailto:rsager@grantsvilleut.gov)>, Grantsville Fire Marshal <[firemarshal@grantsvilleut.gov](mailto:firemarshal@grantsvilleut.gov)>

Cc: Tae-Eun Ko <[tko@grantsvilleut.gov](mailto:tko@grantsvilleut.gov)>, Bill Cobabe <[bcobabe@grantsvilleut.gov](mailto:bcobabe@grantsvilleut.gov)>, Shelby Moore <[smoore@grantsvilleut.gov](mailto:smoore@grantsvilleut.gov)>

Good afternoon everyone,

This Conditional Use Permit (CUP) is scheduled to go before the Planning Commission on November 2, 2025. When you have a moment, please review it and let me know if you have any questions or concerns.

Thank you,

**Nicole Ackman**

Planning and Zoning Administrative Assistant

435-884-1674

[nackman@grantsvilleut.gov](mailto:nackman@grantsvilleut.gov)



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On Fri, Sep 19, 2025 at 12:38 PM Nicole Ackman <nackman@grantsvilleut.gov> wrote:

[Quoted text hidden]

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**Gina Mecham** <gmecham@grantsvilleut.gov>  
To: Nicole Ackman <nackman@grantsvilleut.gov>

Tue, Oct 21, 2025 at 6:34 PM

Nicole,  
I am not seeing any issues regarding the placement of the equipment. Homeowners need to be aware of our 35' height requirements, per the plans the tallest pull is 34'.

Thanks

Gina Mecham  
Administrative Assistant  
435-884-1691



[Quoted text hidden]

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

Wed, Oct 22, 2025 at 8:06 AM

To: Nicole Ackman <nackman@grantsvilleut.gov>

Cc: Shelby Moore <smoore@grantsvilleut.gov>, Bill Cobabe <bcobabe@grantsvilleut.gov>, Tae-Eun Ko <tko@grantsvilleut.gov>, Grantsville Fire <grantsvillefire@grantsvilleut.gov>, Robert Sager <rsager@grantsvilleut.gov>, Christy Montierth <cmontierth@grantsvilleut.gov>, Gina Mecham <gmecham@grantsvilleut.gov>, Andy Jensen <ajensen@grantsvilleut.gov>, Markus Seat <mseat@grantsvilleut.gov>

No concerns from fire

**Jason Remick**

**Fire Chief**

**Grantsville Fire Department**



**Cell: 435-830-4900**

**Office: 435-884-3343**

**[firechief@grantsvilleut.gov](mailto:firechief@grantsvilleut.gov)**

On Fri, Sep 19, 2025 at 12:38 PM Nicole Ackman <nackman@grantsvilleut.gov> wrote:

[Quoted text hidden]



# **AGENDA ITEM #7**

Consideration of a proposed amendment to the Grantsville City Land Use and Management Code, Chapter 20 Sign Regulations.



## STAFF REPORT

**TO:** Planning Commission

**FROM:** Bill Cobabe, Community Development Department

**MEETING DATE:** November 4, 2025

**PUBLIC HEARING DATE:** November 4, 2025

**RE:** Consideration of Amendment to the Sign Ordinance (Chapter 20)

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## Background

The Code from time to time needs revision to address the changing nature of our departments, the need to clarify some points in the Code, and to provide additional regulations to more closely align with the values and goals of the City. The proposed changes are outlined in detail in the report below and in the subsequent attachments. Please note that the changes in the Code are noted with **additions in green and bold** and ~~deletions are red and strikethrough~~.

---

## Proposed Amendments

(Please refer to the attached documents for the full text of the proposed Code changes).

### Chapter 20. Sign Regulations

The changes to the Sign Regulations are summarized as follows:

- Definition for “Billboard” has been modified to state “regardless of size”
- Definition for “Disrepair” has been modified to create an exact replacement value.
- Definition for “Building Face” has been modified to include solid walls and roof.
- Definition for “Entry Sign Feature” has been modified to note that they are permanent, decorative elements and not temporary directional signage.
- Definition for “Erect” has been changed to put in the 50% value for triggering the permitting requirements.
- Definition for “Snipe Sign” was added.
- A requirement was added for moveable signs to limit the distance they may be placed in the sidewalk.
- Roof signs are allowed only by permit after verification for safety and feasibility.

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- Floating sign regulations revised to include being anchored, a maximum length, and not permitted near powerlines/other utilities.
- Illumination requirements revised to include language for Dark Sky compliance.
- Clear View Triangle regulations revised to 30' (not 25').
- Allowance for any/all signs on utility poles is restricted.
- Monument sign regulations are set forth and examples are provided.
- Freestanding sign regulations are set forth and examples are given.
- Provisions for allowing the Planning Commission to permit signs exceeding the allowances in the Code are removed.
- Use Table revisions are made, eliminating the requirements for conditional use permits.
- Section 20.14 is added in its entirety, addressing enforcement and abatements. Note that the last provision (Section 20.14 (8)) brought the following note from our City Attorney:

The Enforcement section (8) may expose the City to some level of liability for removing signs in an inconsistent manner authorizing any City employee to remove illegal signs they become aware of, I could see liberties being taken that may not be clear violations, and I would suggest using some qualification for the authority, perhaps "Authorize any employee of the City to remove illegal signs." This way the Zoning Administrator would need to give the authorization prior to removal.

This is something we can discuss at the Planning Commission meeting.

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## **Staff Analysis**

- The proposed changes are in furtherance of the City's stated goals and policies and reflect recent staffing changes in the City.

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## **Attachments**

### **Attachment 1: Proposed Changes to Chapter 20: Sign Regulations**

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## Attachment 1: Proposed Changes to Chapter 20: Sign Regulations

### Chapter 20 Sign Regulations

#### 20.1 Purpose

The purpose of the sign regulations set forth in this chapter is intended to:

- (1) Eliminate potential hazards to motorists and pedestrians by requiring that signs are designed, constructed, installed and maintained in a manner that promotes the public health, safety and general welfare of the citizens of the City of Grantsville;
- (2) Encourage signs which, by their design, are integrated with and harmonious to the buildings and sites, including landscaping, which they occupy;
- (3) Preserve the appearance of the City as a place in which to live and to work, and create an attraction to nonresidents to come to visit or trade;
- (4) Allow each individual business to clearly identify itself and the nature of its business in such a manner as to become the hallmark of the business which will create a distinctive appearance and also enhance the City character.
- (5) Safeguard and enhance property values, and protect public and private investment in buildings and open space.

#### 20.2 Definitions

**Notwithstanding other definitions found in the Code, the following words and phrases whenever used in this chapter shall be construed as defined in this section. If there is a conflict between the different portions of the Code, the definitions and provisions in this Section shall govern. Words not defined shall have the meanings found in accepted reference manuals, published online in reasonably acceptable websites, or in industry-standard publications or materials. Further references and definitions can be found in the Sign Research Foundation's Sign Glossary as an industry standard if additional clarification is needed.**

- (1) A-FRAME SIGN: Any sign or structure composed of two (2) sign faces mounted or attached back to back in such a manner as to form a basically triangular vertical cross section through the faces.
- (2) ANIMATED SIGN: Any sign which is designed and constructed to give its message through the flashing of or rotation of lights or figures.
- (3) APPURTENANT SIGN: See definition of On Premises Sign ~~Or Appurtenant Sign.~~

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(4) **BANNER**: A flexible sign characteristically supported by two (2) or more points. It is generally made of fabric or other nonrigid materials with no enclosing frame. Flags supported by one point are considered banners.

(5) **BILLBOARD**: A freestanding ground sign, **regardless of size**, located on real property that is designed and intended to direct attention to a business, product, service or message that is not sold, offered or existing on the property, nor specific to the property where the property sign is located.

(6) **BUILDING FACE**: The visible outer surface (**façade**) of an exterior wall of a building. The area of the face of the building shall be the total area such surface, including **the solid walls (including parapet or projecting walls), roof**, doors, and windows.

(7) **CANOPY**: See definition of Marquee.

(8) **DISREPAIR**: A sign shall be considered in disrepair when it fails to be in the same **in form, style, shape, or structure** as originally constructed, or when it fails to perform its intended function of conveying a message, **or when it reaches the point of a reduced value of over 50% of the value of the replacement cost**. Conditions shall include, but not be limited to:

(a) Structural pole or support failure.

(b) Signs not being held vertically or as originally constructed.

(c) Borders falling off or already removed.

(d) Panels missing or falling off.

(e) Message falling off or in disrepair such that it cannot be interpreted by the motoring public.

(f) Signs that are overgrown by trees or other vegetation.

(9) **ELECTRONIC MESSAGE CENTER (EMC)**: A sign with changeable copy that is controlled electronically via a remote programming device.

(10) **ENTRY FEATURE SIGN**: A sign that is placed at the entrance of a subdivision or other residential or commercial project as part of a distinct architectural or landscape feature that identifies the project and displays the project name. **Entry feature signs are permanent, decorative elements, as distinct from other directional, real estate, or informational signs which are designed to be temporary in nature and which will eventually be removed.**

(11) **ERECT**: To build, construct, place, relocate, enlarge, substantially alter, attach, suspend, paint, post or display. Normal maintenance, including refinishing, **not to exceed 50% of the value of the sign**, is not included in this definition, provided the **location, character, style, materials, construction, size, or** use of the sign is not changed or altered.

(12) **FLOATING SIGN**: Any inflatable or floating sign or advertising device that is affixed to or displayed at a place of business. Examples are blimps, hot air balloons, and inflatable figures.

(13) **FREESTANDING SIGN**: Any sign that is standing on or erected into the ground. Such signs are usually, but not necessarily, supported from the ground by one or more poles or posts or similar uprights,

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with or without braces. Any sign which is mounted into the ground, but has the supports to any portion of the roof of a building or structure, shall be considered to be a roof sign.

(14) **FRONTAGE:** The length of the sides along the street or any other principal public thoroughfare, but not including such length along an alley, watercourse, railroad, street or thoroughfare with no permitted access.

(15) **LOGO SIGNS:** Any sign whose single feature is a reproduction of the common recognized logo of the company and/or product.

(16) **MARQUEE:** Any permanent roof like structure projection beyond a building or wall, generally designed and constructed to provide protection from the weather.

(17) **MONUMENT SIGN:** Any on premises sign which is mounted directly to the ground having a foundation or pedestal that is at least sixty percent (60%) of the width of the actual sign structure and meeting the standards for height set for monument signs.

(18) **MOVABLE, FREESTANDING SIGN:** Any sign not affixed to or erected into the ground.

(19) **OFF PREMISES SIGN OR NONAPPURTENANT SIGN:** Any sign which advertises products, development projects, services, or business establishments which are not located, conducted, manufactured or sold upon the same premises upon which the sign is erected.

(20) **ON PREMISES SIGN OR APPURTENANT SIGN:** Any sign which advertises products, services, development projects, or business establishments which are located, conducted, manufactured or sold upon the same premises on which the sign is erected.

(21) **OUTDOOR ADVERTISING SIGN:** See definition of On Premises Sign Or Appurtenant Sign.

(22) **PROJECTING SIGN:** Any sign attached to a building or structural wall and extending horizontally outward from such wall more than eighteen inches (18").

(23) **PUBLIC EVENT BANNER:** A banner pertaining to festivals or events which is installed as a temporary sign. Installation of banners across SR-138 and SR-112 are generally not permitted without special permission of UDOT and the Grantsville City Council.

(24) **PUBLIC INFORMATION SIGN:** Signs presenting travel information and signs concerning historic and scenic sites, public recreation facilities, miscellaneous instructions and warnings.

(25) **READER BOARD:** A sign with manually changeable copy such as gas station prices, school events, etc.

(26) **REAL PROPERTY:** Land or real estate, with or without structures; not goods or services.

(27) **RESIDENTIAL ZONE OR DISTRICT:** Any zone that is zoned as residential under Utah State law and the Grantsville City Land Use Management and Development Code.

(28) **ROOF SIGN:** Any sign which is erected upon or over the roof or over a parapet of any building or structure.

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(29) **SCENIC BYWAY:** A road that possesses outstanding scenic, recreational, historical, educational, scientific or cultural values or features. The designation can be made by federal or state agencies.

(30) **SIGN:** Any words, lettering, parts of letters, figures, numerals, phrases, sentences, devices, designs, pictures, trade names or trademarks by which anything is made known, such as are used to designate a firm, association, corporation, profession, business or service, whether placed on the ground, rocks, trees, stumps, or other natural objects, or on a building, wall, roof, frame, support, fence or other manmade structure, which are visible from any public street, public highway or public road right of way. For the purpose of this chapter, the word "sign" does not include ~~the flag, pennant, or insignia of any nation, state, City or other political unit, or of a nonprofit organization. It shall not include, further,~~ any official notice issued by any court, public body or officer, or **non-commercial** directional, warning or informational sign or structure required or authorized by law.

(31) **SIGN AREA:** The area of a sign that is used for display purposes, excluding the minimum frame and supports. In computing sign area, only one side of a double faced sign covering the same subject shall be computed. For signs that do not have a frame or a separate background, sign area shall be computed on the basis of the least rectangle, triangle or circle large enough to frame the display on one face. An electronic message center will be included in calculation of overall sign area.

**(32) SNIPE SIGN: Snipe signs, also known as bandit signs, are temporary, off-premises signs affixed to poles or by wire stakes to the ground in the public right-of-way or private property, and are used to advertise services, events, or businesses. This definition does not include political or candidate signs used during elections.**

~~(32)~~ **(33) TEMPORARY:** A period not to exceed six (6) months.

~~(33)~~ **(34) TIME AND TEMPERATURE DEVICE:** Any mechanism that displays the time and/or temperature, but does not display any commercial advertising or identification.

~~(34)~~ **(35) WALL SIGNS:** Any sign posted, or painted upon, suspended from, or otherwise affixed to a wall, fascia, canopy, or marquee of a building located on the site to which the sign pertains.

~~(35)~~ **(36) WIND SIGNS:** Any propeller, whirligig or similar commercial device which is designed to flutter, rotate or display other movement under the influence of wind. This definition shall not include pennants, flags or banners.

### **20.3 Classification Of Signs**

Every sign erected or proposed to be erected within the City shall be classified in accordance with the definitions of signs contained in this chapter. Any sign which does not clearly fall within one of the classifications shall be placed in the classification which the sign, in view of its design, location and purpose, most clearly approximates by the zoning administrator.

### **20.4 General Requirements**

The following general requirements shall apply to all signs and outdoor advertising structures which may be erected or maintained within the City.

(1) **Sign Approval:** Except as otherwise provided, it shall be illegal to erect or maintain any sign or outdoor advertising structure in the City without first obtaining the approval of the City for said sign or

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advertising structure, the granting of which shall be based upon the provisions of this chapter. Approval shall not be required for temporary nonelectrical wall signs less than six (6) square feet in area.

(2) Permits: The approval of the City shall be evidenced by a permit issued by the Zoning Administrator.

(3) Animated Signs: No strobing, flashing, or rotating signs are permitted.

(4) Sound Or Emissions: No sign shall be designed for the purpose of emitting sound, smoke, or steam.

(5) Movable And Temporary Freestanding Signs: Except as otherwise provided in this chapter, all signs mounted or painted upon vehicles or trailers which are parked in any location for the purpose of calling attention to or advertising a person, place or thing. "Temporary" shall be construed to mean a period not to exceed thirty (30) days. Movable A-frame signs displaying a menu or special message in front of a place of business to be displayed during open hours of the business may be approved subject to a maximum size of thirty inches by thirty-six inches (30" x 48"). Such signs require a permit and must be stored inside the place of business when not in use and shall not obstruct sidewalks or streets, **and must be kept within three feet (3') of the business storefront to prevent sidewalk clutter.**

(6) Off-Premises Billboard Signs And Off-Premises Outdoor Advertising Structures: Off premises billboard signs and off premises outdoor advertising structures are not permitted in any location within the City of Grantsville. This does not include traffic and directional signs.

(7) Roof Signs: Roof signs may be permitted upon approval of a design **by the Community Development Director, Zoning Administrator, or designee** which hides all supporting members. Roof sign area will be included in the total allowed wall sign area for the wall over which the roof sign is erected. Roof signs ~~are not permitted by right~~ **require a permit from the Community Development Director, Zoning Administrator, or designee who may consult with building officials/inspectors to verify the safety and feasibility of any roof sign.**

(8) Canopy Signs: Signs painted on or affixed to canopies which are part of the building shall be considered part of the total allowed area of wall signs for the wall from which the canopy projects. Signs painted on or affixed to canopies which are freestanding shall be considered part of the total allowable area of freestanding signs for that use. Signs suspended under canopies (marquees) which project over public rights of way shall be limited to six (6) square feet. Signs with changeable copy (reader boards) located on marquees of theaters or similar public assembly uses may combine the total allowable area for all building faces as permitted by the City so long as there are no wall signs placed upon building faces other than the face to which the marquee is attached.

(9) Banner Signs: Banner signs will be permitted under the following conditions:

(a) Sign must be mounted or displayed on the face of a building or affixed to supporting poles or on a permanent fence in such a manner as to prevent displacement by wind or other cause. Location of banner sign must be such that safe sight distances are maintained for pedestrian and vehicular traffic.

(b) Sign may not be larger than one hundred (100) square feet.

(c) For **grand-opening temporary** promotions, banner signs may be displayed for sixty (60) consecutive days (only 1 such display per business location ~~-license~~).

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(d) For new businesses without permanent signs, a banner sign may be permitted for up to six (6) months. One six (6) month extension may be granted by the planning commission.

(e) For bankruptcy or going out of business promotions, banner signs may be displayed for sixty (60) days (only One (1) such display per business license).

(f) For all other sales and events, banner signs may be displayed for a maximum of thirty (30) days per quarter (a three (3) month period).

(g) Banner signs which become tattered, worn, or in a state of disrepair must be immediately removed, regardless of time limits. However, a replacement banner sign with the same message may be erected for the remainder of the time limit.

(10) Floating Signs: Such signs may be permitted as a temporary use for special events, sales, or similar occasions for a time period not exceeding twenty one (21) days. One such twenty one (21) day period may be approved in each three (3) month period. **Floating signs must be securely anchored in such a manner that they cannot become detached from their mooring point or anchor. Floating signs may float at the end of a tether no longer than 35' in length. Floating signs are not permitted where they may interfere with roadways, powerlines, or other utilities.**

(11) Illumination: Lighting fixtures used to illuminate any sign shall be mounted on the top of the sign structure and shielded to prevent the emission of light beyond the sign. **Further, all signage shall be constructed to comply with the standards and requirements outlined in the Dark Sky International guidelines. Generally speaking, this means that light trespass is prohibited, signage must dim to lower levels at night, light sources (other than electronic message centers (EMCs) and lighted reader boards) must be shielded to obscure the lighting source (downlighting or back lighting), and electronic message centers and lighted reader boards shall have automatic dimming features and controls. EMCs shall follow the NWSC/ISA recommended 0.3 footcandle approach to ensure these signs will not be too bright – that is, electronic message centers shall dim light output to the extent that the light output is not more than 0.3 footcandle over ambient lighting conditions when measured from one hundred feet (100') away from the sign. EMCs shall not flash light or illuminate any pixels brighter than the surrounding panel or any portion thereof, and shall have a dwell time of at least 8 seconds. No animation on EMCs is permitted.**

(12) Location: No sign shall be constructed or erected in such a location or manner that it obstructs or unreasonably interferes with an existing sign.

### **20.5 Violation And Remedies**

It is unlawful to erect or maintain a sign contrary to the provisions of this chapter. If a sign is erected or maintained in violation of this chapter, the City may: (1) Order the correction of the defect within ten (10) days from the date a notice is sent by the Zoning Administrator so long as the correction of the defect will bring the subject sign into compliance with the provisions of this Chapter; but

(2) If the violation cannot be brought into compliance with this Chapter, the subject sign shall be removed within ten (10) Days the date a notice is sent by the Zoning Administrator at the expense of the owner of the sign.

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(3) If the owner of the sign contests the order of the City, the remedy shall be an appeal to the Grantsville Board of Adjustment.

(4) If the owner of the sign fails or refuses to remove the subject sign at the order of the City, the City may remove the sign at any time after the owner thereof exhausts their administrative remedies in relation thereto, unless otherwise ordered by a court of law. Removal by the City shall be at the expense of the owner, and the City may obtain judgment against the owner in an amount equal thereto, together with reasonable attorney fees and costs.

#### **20.6 Exceptions**

This chapter shall have no application to signs used exclusively for:

- (1) The display of official notices used by any court or public body or official, or the point of notices by any public officer in the performance of a duty, or by any person giving legal notice.
- (2) Directional, warning, or informational signs of a public or semi-public nature erected and maintained by an official body or public utility.
- (3) Any official flag, pennant or insignia of any nation, state, city or other political unit.

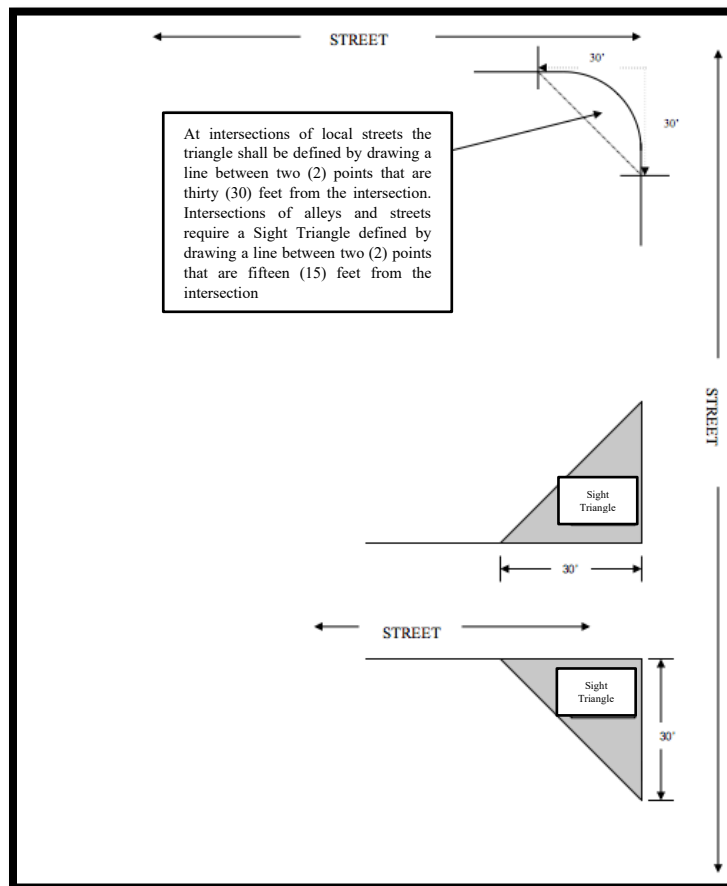
#### **20.7 Locations And Standards**

All signs and outdoor advertising structures shall comply with the following location requirements:

- (1) Not Obstruct, Interfere: No sign shall be erected in such a manner that any portion of the sign or its support will interfere with the use of any fire escape, exit or standpipe, or obstruct any required stairway, door, ventilator or window. No sign or its support shall create a visual obstruction nor obstruct sidewalks or streets.
- (2) Sight Triangle: No freestanding or projecting sign shall be erected at any intersection improved for vehicular traffic within a triangular area formed by the property lines and their projections and a line connecting them at points ~~twenty-five feet (25')~~ **thirty feet 30'** from the ~~an~~ intersection of ~~and~~ eight feet (3') above the curb grade, or said sign is within an area in which a building or structure is permitted by the provisions of the respective zone.

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(3) Utility Clearance: No sign shall be erected or maintained which has less horizontal or vertical clearance from communication lines and energized electrical power lines than that prescribed by the laws of the state or rules and regulations duly promulgated by agencies thereof or by electrical utility providers. No signs shall be erected or maintained on any utility pole ~~except by the utility company itself and the approval of City Council.~~

(4) Clearance: Public, Private Walkways: No sign shall be erected in such a manner that any portion of the sign or its support will extend over a public or private walkway with a minimum clearance of less than ten feet (10').

### **20.8 Sign Development Standards**

(1) Monument signs are encouraged in all planned commercial and industrial zones and commercial zones located along the commercial corridor of SR-138 and SR-112. **Monument signs along these roads and in other commercial centers or industrial zones shall be a maximum of six feet (6') high, unless they are multi-tenant (two or more businesses per sign) signs, in which case the sign may be up to twenty feet (20'). Monument signs shall be comparable in aesthetic theme and style to the overall commercial development in the area and complementary to other existing signs. One monument**

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



**sign is allowed per two hundred (200') of frontage, where it is a single-tenant sign or multi-tenant sign.**

(2) Monument signs are required in all other zones including planned developments, project entrances, historical zones, and park, church, and school sites. **Monument signs in these areas shall be a maximum of six feet (6') high.**

**Examples of monument signs:**



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



**\*Note that the sign structure façade materials match the main structure to the left side of the image.**

(3) Wall signs shall be so placed as to utilize existing architectural features of a building without obscuring them. Wall signs shall be oriented toward pedestrians or vehicles within close proximity to the sign.

The area of wall sign shall be no greater than twenty percent (20%) of the total square footage of the wall where it is located. Marquee, canopy, and roof signs shall be considered part of the twenty percent (20%) area limit being used for signage area.

No part of any such sign shall extend above the top level of the wall upon, or in front of, which it is located.

No such sign, including any light box or structural part, shall project more than eighteen inches (18") from the face of the part of the building to which it is attached. No copy is permitted on the sides of any such sign.

(4) Freestanding signs: There may be one such sign for each two hundred feet (200') of frontage of the property, plus one additional sign for each additional two hundred foot (200') frontage. In the case of a parcel of property having multiple occupancies with a common frontage, the frontage shall be deemed to be that of the entire commonly used parcel of property and not the frontage of individual businesses or occupancies. Such signs shall not exceed ~~thirty five feet (35')~~ **twenty feet (20')** in height. No such sign shall ~~project more than fifteen feet (15') into any required front yard~~ **shall be placed further than 5'**

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



from the public right of way. Freestanding signs shall complement the architectural character of the principal building, using materials and design motifs that reflect its style. Support structures must not rely on exposed and/or single steel poles; instead, they must be fully clad or constructed of materials consistent with those of the main structure (such as masonry, stone, stucco, or matching facades).



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**\*Note that this is a freestanding sign on two supports, with an attractive theme and style**



**\*This is unacceptable. Although the signage at the top is attractive, the single, painted pole is exposed.**

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**\*This is acceptable. In addition to two separate supports, the architectural details and materials are simple but complementary to the main architectural elements in the main building.**

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**\*This is unacceptable. While there are two steel poles as supports, the steel supports are exposed. If this sign were lowered to a height of six feet (6'), perhaps by removing the steel poles completely, it would be acceptable.**

(5) New buildings or clusters of buildings having more than one tenant or use shall provide a sign plan for the entire structure or project. The sign plan must be designated so that it establishes a common theme or design, uses similar construction methods, has compatible colors, lettering, lettering styles, scale, symbols, and size of signs and backgrounds. Only one freestanding sign may be allowed, if permitted by this chapter, for clusters of buildings. Individual businesses may be identified on the same sign. ~~The Planning Commission may approve a sign in excess of the maximum size permitted by this chapter when considering the overall sign plan.~~

## **20.9 Signs Permitted In Agricultural, Rural Residential 5, Rural Residential 2.5, And Rural Residential 1 Zones**

Signs permitted in these zones can be found in Table 1, Chapter 14 Land Use Sign Table.

	<b>Agriculture (A-10)</b>	<b>Rural Residential (RR-5)</b>	<b>Rural Residential (RR-2.5)</b>	<b>Rural Residential (RR-1)</b>
A-Frame	P	P	P	P
Animated	-	-	-	-

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Appurtenant	P	P	<del>P</del> -	<del>P</del> -
Banner	P	P	<del>P</del> -	<del>P</del> -
Billboard	<del>€</del> -	<del>€</del> -	<del>€</del> -	-
Canopy/Marquee	-	-	<del>€</del> -	<del>€</del> -
Electronic Message Center	-	-	-	-
Entry Feature	P	P	P	P
Floating	<del>€</del> -	<del>€</del> -	<del>€</del> -	-
Freestanding	P	P	<del>€</del> -	<del>€</del> -
Monument	P	P	<del>€</del> -	<del>€</del> -
Movable, Freestanding	P	P	<del>€</del> -	<del>€</del> -
Non-appurtenant	<del>P</del> -	<del>P</del> -	<del>P</del> -	<del>P</del> -
Outdoor Advertising	<del>P</del> -	<del>P</del> -	<del>P</del> -	<del>P</del> -
Projection	-	-	-	-
Public Event	P	P	P	P
Public Information	<del>P</del> -	<del>P</del> -	<del>P</del> -	<del>P</del> -
Reader Board	P	P	<del>P</del> -	<del>P</del> -
Roof Zone	-	-	-	<del>€</del> -

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Time & Temperature	-	-	€ -	€ -
Wall Signs	-	-	-	-
Wind Signs	P -	P -	P -	€ -

**LAND USE SIGN TABLE 1 , CHAPTER 14**

**20.10 Signs Permitted In Residential 1-21, Residential 1-12, Residential 1-8, Multiple Residential 7, And Multiple Residential 15 Zones**

Signs permitted in these zones can be found in Table 2, Chapter 15 Land Use Sign Table.

**Land Use Sign Table 2, Chapter 15**

	R-1-21	R-1-12	R-1-8	RM-7	RM-15
A-Frame	P -	P -	P -	P -	P -
Animated	-	-	€ -	€ -	€ -
Appurtenant	P -	P -	P -	P	P
Banner	P -	P -	P -	P	P
Billboard	-	-	-	-	-
Canopy/Marquee	€ -	€ -	P -	P -	P -
Electronic Message Center	€ -	€ -	P -	P -	P -
Entry Feature	P	P	P	P	P
Floating	-	-	€ -	€ -	€ -
Freestanding	€ -	€ -	€ -	€ -	€ -

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Monument	€ -	€ -	P -	P	P
Movable, Freestanding	P	P	P	P	P
Non-appurtenant	P -	P -	P -	P -	P -
Outdoor Advertising	P -	P -	P -	P -	P -
Projection	€ -	€ -	€ -	€ -	€ -
Public Event	P -	P -	P -	P -	P -
Public Information	P	P	P	P	P
Reader Board	P -	P -	P -	P -	P -
Roof Zone	-	-	-	€ P	€ P
Time & Temperature	€ -	€ -	€ -	€ P	€ P
Wall Signs	-	-	-	€ P	€ P
Wind Signs	-	-	€ -	€ P	€ P

**20.11 Signs Permitted In Neighborhood Commercial, Commercial Shopping, General Commercial, Central Development, Light Manufacturing And Distribution, General Manufacturing, And Mining, Quarry, Sand, And Gravel Excavation Zones**

Signs permitted in these zones can be found in Table 3, Chapter 16 Land Use Sign Table.

**Land Use Sign Table 3, Chapter 16**

	C-N	C-S	C-G	C-D	M-D	M-G	MG-EX
A-Frame	P	P	P	P	P	P	P

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Animated	€ P	€ P	€ P	€ P	€ P	€ P	€ P
Appurtenant	P	P	P	P	P	P	P
Banner	€ P	€ P	P	P	P	P	P
Billboard	-	€ -	€ -	€ -	P	P	P
Canopy/Marquee	€ P	€ P	P	P	P	P	P
Electronic Message Center	P	P	P	€ P	€ P	€ P	€ P
Entry Feature	-	P	P	P	P	P	P
Floating	€ P	€ P	P	P	€ P	€ P	€ P
Freestanding	€ -	€ -	€ -	€ -	P	P	P
Monument	€ P	P	P	P	P	P	P
Movable, Freestanding	€ P	P	P	€ P	€ P	€ P	€ P
Non-appurtenant	P	P	P	P	P	P	P
Outdoor Advertising	P	P	P	P	P	P	P
Projection	€ -	P	P	€ P	€ P	€ P	€ P
Public Event	P	P	P	P	P	P	P
Public Information	P	P	P	P	P	P	P
Reader Board	P	P	P	P	P	P	P

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Roof Zone	-	€ P	€ P	€ P	€ P	€ P	€ P
Time & Temperature	€ P	P	P	P	P	€ P	€ P
Wall Signs	€ P	P	P	P	P	€ P	€ P
Wind Signs	€ -	P	P	P	P	P	P

### **20.12 Nonconforming Signs**

(1) On Premises Signs: All on premises or appurtenant signs which have been made nonconforming by adoption of provisions contained within this chapter shall be subject to the following regulations:

(a) Unsafe Signs: Any sign or portion thereof declared unsafe by a proper public authority must be restored to a safe condition or removed within thirty (30) days of mailing or otherwise given notice of the unsafe condition.

(b) Alterations: A nonconforming sign shall not be reconstructed, raised, moved, placed, extended or enlarged or other alteration made unless said sign is changed so as to conform to all provisions of this chapter. "Alterations" shall also mean that changing of the text or message on the sign from one use of the premises to another use of the premises and the changing of the ownership of the sign when that ownership necessitates a change in the text or message of the sign. "Alterations" shall not be interpreted to include changing the text or copy on off premises Advertising signs, theater signs, outdoor bulletins or other similar signs which are designed to accommodate changeable copy.

(c) Restoration: Nonconforming signs which have been allowed to deteriorate or which have been damaged by fire, explosion, act of God, act of a public enemy, or damaged by any other cause, to the extent of more than ~~sixty~~ **fifty** percent (~~60~~ **50** %) of its assessed value shall, if repaired or rebuilt, be repaired or rebuilt in conformity with the regulations of this chapter, or shall be removed.

(2) Off Premises Signs: All off premises signs which are made nonconforming uses by the provisions of this Chapter shall be subject to the provisions of 20.12.

### **20.13 Penalty**

If a sign is erected or maintained in violation of this chapter, it shall be deemed a class C misdemeanor.

### **20.14 Enforcement**

**The Community Development Director, Zoning Administrator, Code Enforcement Officer, or designee is hereby vested with the duty of enforcing the sign regulations of this Chapter and in the performance of such duty is empowered and directed to:**

- (1) Inspect and ascertain that all signs, construction of, or maintenance of any sign is in conformance with this Chapter;**

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- (2) Issue a notice of violation to the person having charge, control or benefit of any sign found to be in violation of this Chapter;
- (3) Institute any appropriate action or proceedings where any sign is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or where any sign is used in violation of this Chapter and other applicable Ordinances to accomplish the following purposes: To prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, and to restrain, correct or abate such violation;
- (4) Abate and remove any unsafe or dangerous sign which is not repaired or made safe immediately or at the discretion of the Zoning Administrator or designee may elect to abate or remove within five (5) working days after giving appropriate notice to the person having charge, control, or benefit of any such sign;
- (5) Abate and remove any illegal sign other than unsafe or dangerous signs which is not made conforming within sixty (60) days after giving appropriate notice to the person having charge, control, or benefit of any such sign;
- (6) Abate and remove immediately any Snipe/Bandit Sign; and
- (7) Abate and remove any non-maintained or abandoned sign which is not repaired or put into use within sixty (60) days after giving appropriate notice to the person having charge, control, or benefit of any such sign. In the event that a sign is removed by the City, the person having charge, control, or benefit of such sign shall pay to Grantsville City the costs incurred in such removal within thirty (30) days after written notice is mailed to such person. Upon failure to pay the costs incurred in abating and removing an unsafe, dangerous, illegal, non-maintained or abandoned sign (use for which the sign is advertising has been abandon), Grantsville City may, by action of its City Council place a lien against property owned by the person having charge, control or benefit of such sign to assure compliance with this provision.
- (8) All employees of the City are authorized to, upon becoming aware of a violation of this sign ordinance, remove illegal signs. Such signs shall be kept by the City for 14 calendar days, after which they may be disposed of, or if they are picked up by the sign owner, shall be relinquished back.

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# **AGENDA ITEM #3**

Consideration of a Request for an Extension of the Matthews Meadows Subdivision Phase 2 Plat Approval.



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## Staff Report

**To: Grantsville City Council**

**From: Shelby Moore, Planning and Zoning**

**Meeting Date: 11/4/2025**

**Subject: Consideration of a Request for an Extension of the Matthews Meadows Subdivision Phase 2 Plat Approval**

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### Background

The applicant, **Grantsville New Team, LLC**, represented by **Shawn Holste**, received approval for the **Matthews Meadows Subdivision Phase 2** on 09/04/2024 2024-52. The subdivision includes residential lots and associated public improvements located near Durfee Street and Willow Street.

On September 1st, 2025, the applicant requested a six-month extension of the subdivision plat approval, as the current agreement was set to expire on 9/04/2025. September 18<sup>th</sup> the applicant provided an official document.

According to **Grantsville City Code**, subdivision plat approvals are valid for 1 year following approval, after which extensions may be granted by the Planning Commission.

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### Request Summary

In their written request dated **September 18, 2025**, the applicant explained that **current economic conditions have delayed the project's start**, but they remain committed to

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proceeding with development once conditions improve. The applicant seeks a **six-month extension** of the approval period to maintain the validity of the plat while preparing for construction and recording at a later date.

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## **Staff Analysis**

Staff has reviewed the request and finds the following:

- The applicant has demonstrated **good cause** for the extension based on broader economic factors affecting development timelines.
  - The subdivision remains consistent with the **approved preliminary and final plat**, and no material changes have occurred that would warrant additional review.
  - There are **no known conflicts** with existing or planned infrastructure improvements in the area.
  - Granting the extension would **not negatively impact** surrounding properties or public services.
- 

## **Recommendation**

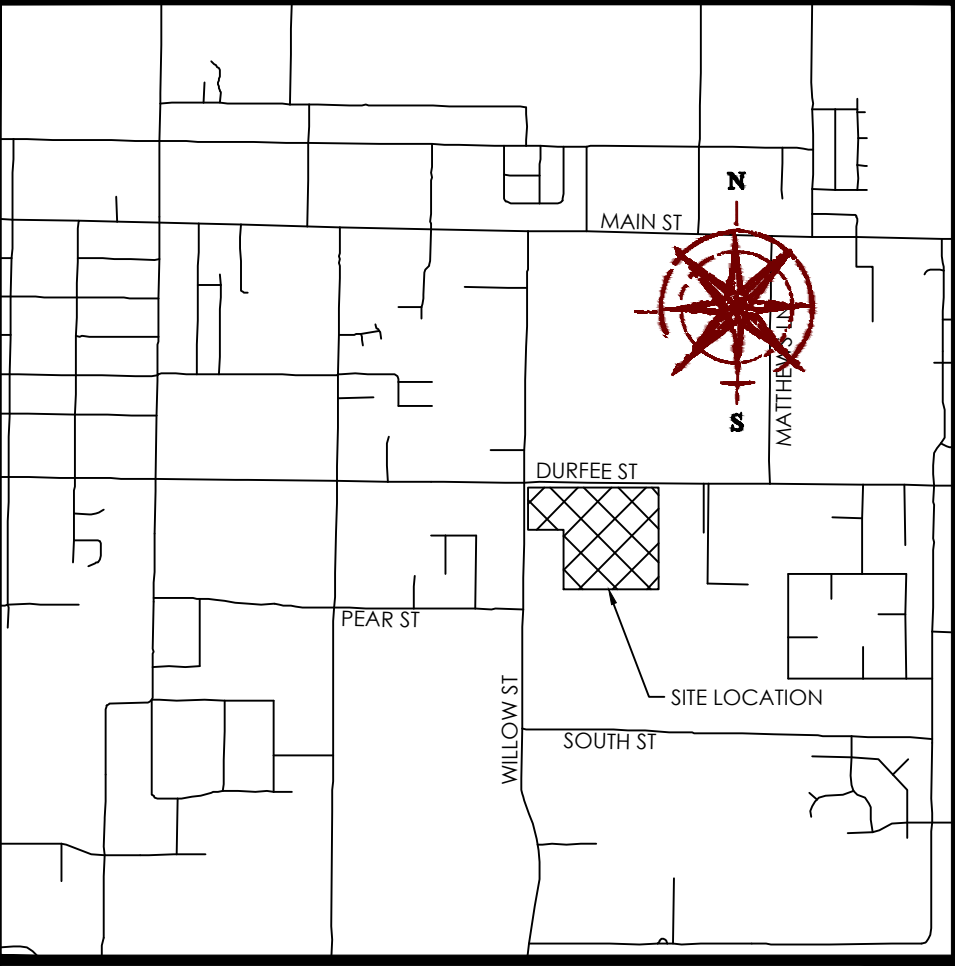
Planning staff recommends **approval** of a **six-month extension** for the **Matthews Meadows Subdivision Phase 2 plat approval**, extending the expiration date to **March 18, 2026**.

This extension will allow the applicant adequate time to proceed with project implementation while maintaining the validity of the previously approved plat and associated agreements.

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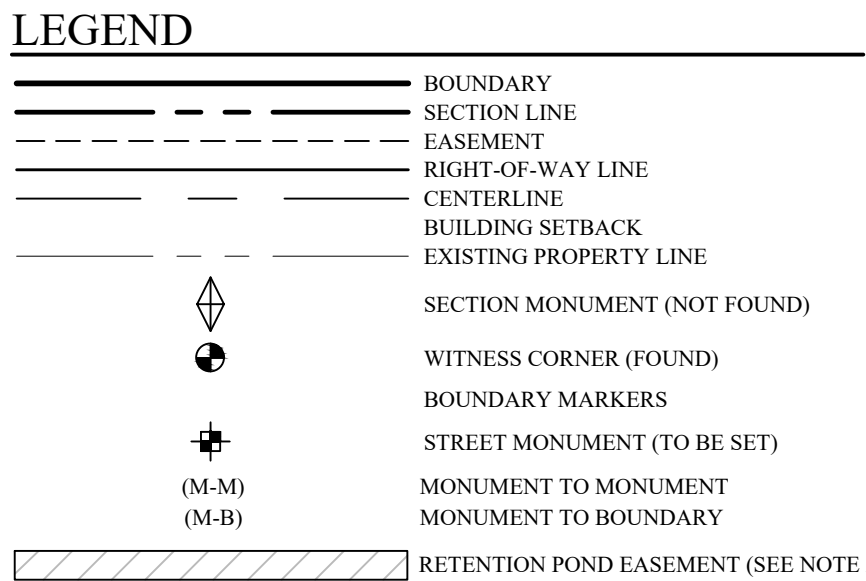




VICINITY MAP  
N.T.S.

NOTES

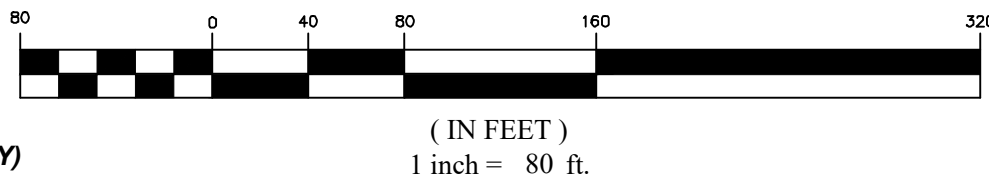
- 5/8" X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.
- LOTS 202-205, 214-217, 219-226, & 236-241 PROPERTY OWNERS AGREE TO MAINTAIN THE STORM DRAIN RETENTION AREA AS APPROVED BY THE CITY ENGINEER, AND CONSTRUCTED BY THE DEVELOPER/BUILDER, AND THAT THEY WILL NOT ALTER THE GRADING, NOR ALLOW ANY DRAINAGE TO DISCHARGE ON THE NEIGHBORING PROPERTIES, OR PUT ANY IMPERVIOUS SURFACES IN THE AREA SHOWN ON THE PLAT. THIS REQUIREMENT WILL RUN WITH THE PROPERTY AND APPLY TO ALL FUTURE PROPERTY OWNERS. IF AT ANYTIME THE PROPERTY OWNER FAILS TO PROPERLY MAINTAIN THE BASIN TO THE REASONABLE SATISFACTION OF THE CITY ENGINEER, THE CITY MAY MAKE ALL NECESSARY IMPROVEMENTS, CORRECTIONS, REPAIRS, OR REPLACEMENTS AND COLLECT FROM THE PROPERTY OWNER ALL INCURRED COSTS, FEE, AND INTEREST.
- PROPERTY OWNERS AND ITS SUCCESSORS AND ASSIGNS HEREBY GRANTS A PERPETUAL PRIVILEGE AND EASEMENT TO GRANTSVILLE CITY TO ACCESS THE STORM DRAIN RETENTION AREA AT ANY TIME FOR THE PURPOSE OF MAINTENANCE, INSPECTION, REPAIR, OR REPLACEMENT OF ANY STORM WATER OR OTHER UTILITY ABOVE OR BELOW THE GROUND, INCLUDING BUT NOT LIMITED TO THE STORM DRAIN RETENTION AREA.
- PARCEL A IS HEREBY DEDICATED TO GRANTSVILLE CITY.
- PARCEL A WILL BE MAINTAINED BY GRANTSVILLE CITY.



# MATTHEWS MEADOWS SUBDIVISION

PHASE 2 FINAL PLAT  
LOCATED IN THE NE1/4 OF SECTION 6 & NW1/4  
OF SECTION 5, T3S, R5W,  
SALT LAKE BASE & MERIDIAN  
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

GRAPHIC SCALE



WITNESS CORNER TO THE  
NORTHWEST CORNER OF  
SECTION 5, T3S, R5W, SLB&M  
FOUND 3" STANDARD FLAT  
BRASS MONUMENT  
(LOCATED N89°50'03"W 492.39' FROM  
CALCULATED NORTHWEST CORNER)

N89°49'23"E  
492.53'  
(PER HATHCOCK SURVEY)

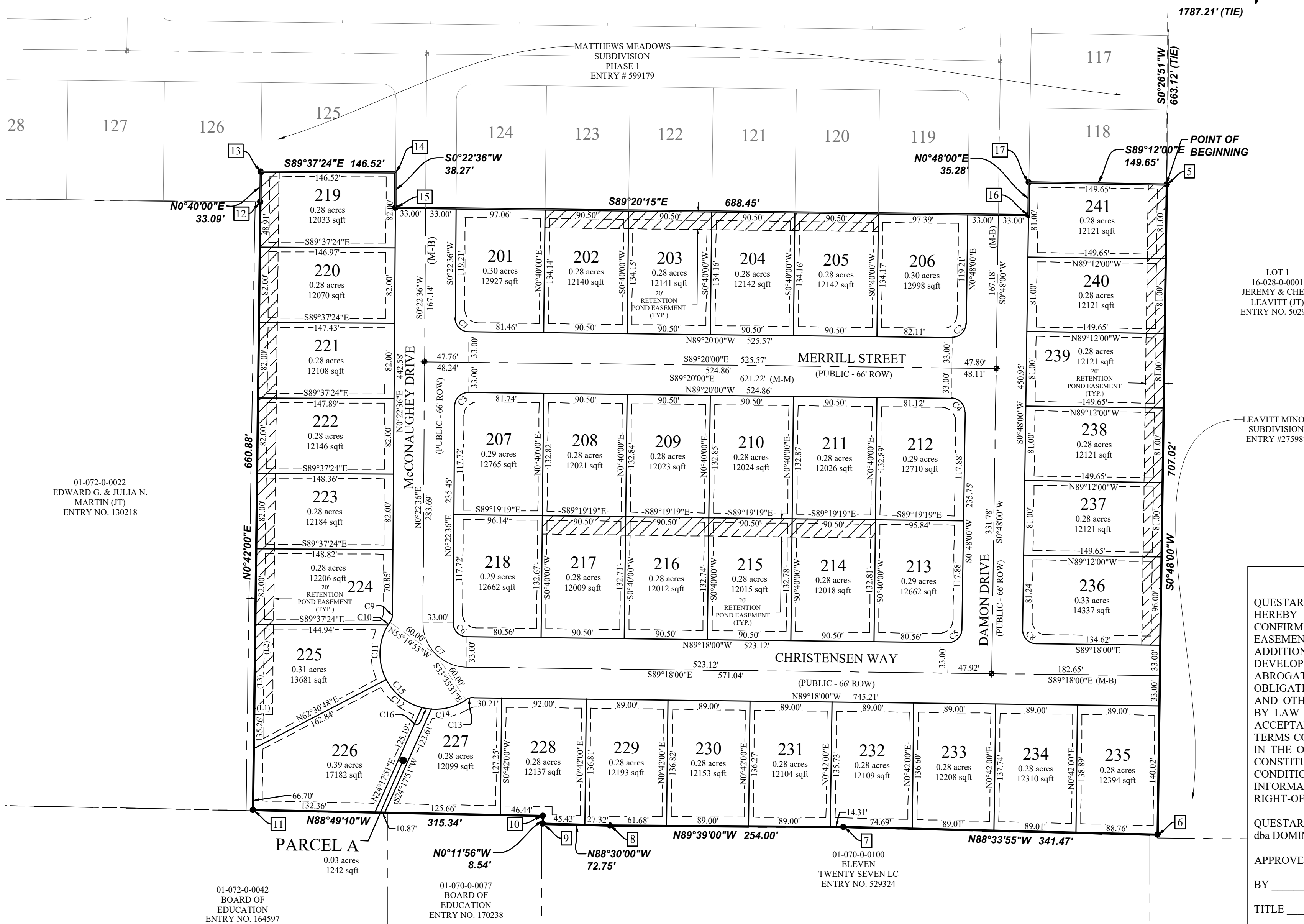
NORTHWEST CORNER OF  
SECTION 5, T3S, R5W, SLB&M  
FOUND 3" STANDARD ROUND  
BRASS MONUMENT 1987

N00°03'05"E  
261.86'  
(PER HATHCOCK SURVEY)

WITNESS CORNER TO THE  
NORTHWEST CORNER OF  
SECTION 5, T3S, R5W, SLB&M  
FOUND 3" STANDARD ROUND  
BRASS MONUMENT 1987

WITNESS CORNER TO THE  
NORTH 1/4 CORNER OF  
SECTION 5, T3S, R5W, SLB&M  
FOUND 2.5" STANDARD ROUND  
BRASS MONUMENT 2020

(RECORD HATHCOCK SURVEY 09-0013-01: 2638.14)  
BASIS OF BEARING: N89°33'09"W 2638.30' (MEASURED)



Tooele County Coordinate Table		
Point #	Northing	Easting
1	824340.3041	739891.1429
2	824360.9100	737252.9200
3	824622.7699	737253.1549
4	824621.2488	736760.6272
5	823691.0514	738098.8088
6	822984.0963	738088.9372
7	822992.6460	737747.5741
8	822994.2003	737493.5802
9	822996.1047	737420.8551
10	823004.6390	737420.8243
11	823011.1386	737105.5524
12	823671.9666	737113.6252
13	823705.0554	737114.0102
14	823704.0922	737260.5311
15	823665.8236	737260.2796
16	823657.8640	737948.6841
17	823693.1408	737949.1766

## DOMINION ENERGY UTAH

QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY  
dba DOMINION ENERGY UTAH

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, a parcel, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat.

# For Review

04/03/2024 9:07:47 AM

JUSTIN LUNDBERG  
PROFESSIONAL LAND SURVEYOR  
LICENSE NO. 12554439

DATE

## BOUNDARY DESCRIPTION

A part of the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, Township 3 South, Range 5 West, Salt Lake Base and Meridian (Basis of Bearing: N89°33'09"W between the Witness Corner to the Northwest Corner and the Witness Corner to the North Quarter Corner of Section 5, Said Northwest Corner is an unmarked point which lies N0°03'05"E 261.86 feet from said Witness Corner [ note: Previous surveys and descriptions which have relied on Tooele County Dependent data show this distance to be 262.72 feet]), being located in Grantsville City, Tooele County, Utah, being more particularly described as follows:

Beginning at a point along the westerly boundary line LEAVITT MINOR SUBDIVISION, according to the official plat thereof recorded January 12, 2007 as Entry No. 275987 in the Tooele County Recorder's Office, said point being N89°33'09"W 1787.21 feet along the Section line and S0°26'51"W 663.12 feet from the Witness Corner to the North Quarter Corner of Section 5, Township 3 South, Range 5 West, Salt Lake Base and Meridian; thence along said plat S00°48'00"W 707.02 feet to that Boundary Line Agreement Recorded December 30, 2008 as Entry No. 318261 in the Tooele County Recorder's Office; thence along said Boundary Line Agreement the following six (6) courses: (1) N88°33'55"W 341.47 feet; thence (2) N88°39'00"W 254.00 feet; thence (3) N88°30'00"W 72.75 feet; thence (4) N00°11'56"W 8.54 feet; thence (5) N88°49'10"W 315.34 feet (record: N88°49'10"W 169.15 feet and N88°49'10"W 146.19); thence (7) N00°42'00"E 660.88 feet; thence N00°40'00"E 33.09 feet; thence S89°37'24"E 146.52 feet; thence S00°22'36"W 38.27 feet; thence S89°20'15"E 688.45 feet; thence N00°48'00"E 35.28 feet; thence S89°12'00"E 149.65 feet to the point of beginning.

Contains: 15.28 acres+/-  
41 lots

## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE HEREON DESCRIBED TRACT OF LAND AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, A PARCEL, AND STREETS TOGETHER WITH EASEMENTS AS SET FORTH HEREAFTER TO BE KNOWN AS

## MATTHEWS MEADOWS SUBDIVISION, PHASE 2

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

IN WITNESS WHEREOF \_\_\_\_\_ HAVE HEREUNTO SET

HAND THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_

GRANTSVILLE NEW TEAM LLC

SHAWN HOLSTE, MANAGER

## LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH

S.S.

COUNTY OF \_\_\_\_\_

ON THE \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF \_\_\_\_\_, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_ L.L.C., A UTAH L.L.C. AND THAT

HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: \_\_\_\_\_

A NOTARY PUBLIC COMMISSIONED IN  
UTAH RESIDING IN \_\_\_\_\_ COUNTY

MY COMMISSION No. \_\_\_\_\_

PRINTED FULL NAME OF NOTARY

## MATTHEWS MEADOWS SUBDIVISION PHASE 2 FINAL PLAT

LOCATED IN THE NE1/4 OF SECTION 6 & NW1/4  
OF SECTION 5, T3S, R5W,  
SALT LAKE BASE & MERIDIAN  
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

## TOOELE COUNTY RECORDER

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

FEE \$

TOOELE COUNTY RECORDER

## PREPARED FOR

GRANTSVILLE NEW TEAM LLC  
1676 PROGRESS WAY  
TOOELE, UTAH 84074  
(801) 301-8591  
CONTACT: SHAWN HOLSTE

## BENCHMARK

NORTHWEST CORNER OF SECTION 05  
TOWNSHIP 03 SOUTH, RANGE 05 WEST  
SALT LAKE BASE AND MERIDIAN  
ELEV: 4309.08'  
DATUM: NAVD83

## CITY ATTORNEY

APPROVED AS TO FORM ON THIS \_\_\_\_  
DAY OF \_\_\_\_ A.D. 20\_\_

GRANTSVILLE CITY ATTORNEY

## TOOELE COUNTY TREASURER

I HEREBY CERTIFY THAT PROPERTY TAXES DUE AND  
OWNING HAVE BEEN PAID IN FULL THIS \_\_\_\_ DAY OF  
\_\_\_\_ A.D. 20\_\_

TOOELE COUNTY TREASURER

## CITY MAYOR

PRESENTED TO THE GRANTSVILLE CITY COUNCIL THIS \_\_\_\_ DAY OF  
A.D. 20\_\_ AT WHICH TIME THIS SUBDIVISION WAS APPROVED  
AND ACCEPTED.

GRANTSVILLE CITY MAYOR

ATTEST: CITY RECORDER

## RECORD OF SURVEY

PER STATE STATUTE 17-23-17, A SURVEY THAT INCLUDES  
THE LANDS SHOWN HEREON HAS BEEN COMPLETED AND  
FILED IN THE OFFICE OF THE TOOELE COUNTY  
SURVEYOR AND ASSIGNED FILE NO. 2023-0019

## PREPARED BY

**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
6949 SOUTH HEDGE TECH DRIVE SUITE 200  
MIDVALE, UT 84057 PH: (801) 352-0075  
www.focusut.com

## GRANTSVILLE CITY PUBLIC WORKS

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_  
BY THE GRANTSVILLE CITY PUBLIC WORKS  
DEPARTMENT.

GRANTSVILLE CITY PUBLIC WORKS DIRECTOR

## GRANTSVILLE CITY FIRE DEPARTMENT

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_  
BY THE GRANTSVILLE CITY FIRE DEPARTMENT

GRANTSVILLE CITY FIRE DEPARTMENT

## GRANTSVILLE CITY PLANNING COMMISSION

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_ BY  
THE GRANTSVILLE CITY PLANNING COMMISSION.

CHAIR, GRANTSVILLE CITY PLANNING COMMISSION

## TOOELE COUNTY SURVEYOR

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_

TOOELE COUNTY SURVEY DIRECTOR

## GRANTSVILLE CITY ENGINEER OR DESIGNEE

APPROVED THIS \_\_\_\_ DAY OF  
\_\_\_\_ A.D. 20\_\_ BY THE GRANTSVILLE  
CITY ENGINEERING DEPARTMENT.

GRANTSVILLE CITY ENGINEER





Grantsville New Team, LLC  
1676 Progress Way • Tooele, UT 84074

To: Grantsville City Planning Commission

Attn: Shelby Moore

From: Shawn Holste

Date: September 18, 2025

Subject: Request for Six-Month Extension of Agreement – Matthews Meadows Subdivision, Phase 2

Dear Members of the Planning Commission,

We respectfully request a six-month extension of the agreement scheduled to expire today, September 18, 2025.

Due to current economic conditions, we are not in a position to commence the project immediately. However, we remain fully committed to moving this development forward at a future date. The requested extension will allow the additional time necessary to proceed effectively once conditions improve.

We appreciate your consideration of this request and your continued support of our efforts. Please let us know if any further documentation or information is needed.

Sincerely,

A handwritten signature in black ink, appearing to be 'SH' or 'SHawn', written over a light blue rectangular background.

Shawn Holste  
Managing Member  
Grantsville New Team, LLC



# TOOELE COUNTY

## Submitting Subdivision Reviews

The following items need to be submitted and subdivision review fees paid in full before the surveyors will review. **Subdivision review fees & monument fees need to be separate checks.**

1. Subdivision preliminary plat.
2. Final plat: If a PUD or condo, CC&Rs must be submitted for review.
3. Title report (Only required at the first initial submittal, and within 6 months).
4. Closure report with every review.
5. Record of survey.
6. Subdivision review fees & monument fees **paid in full.**
7. Subdivision name approval form filled out.
8. Monuments fees are calculated as follows:
  - a. Section monuments \$400 each. \$250 refunded when verified by County Surveyor.
  - b. Street Monuments \$200 per Monument. Monument application must be completed.

\*You must have a complete package when submitting, INCOMPLETE packages will not be accepted.

\* Tooele Co. Surveying Dept. has the right to charge additional fees if the review process goes over 5 reviews.

\*If exterior boundaries change, lots are added or removed, or lot dimensions altered after the first submittal, new fees will be assessed and required before continuing.

Date: \_\_\_\_\_ Submitter Signature: \_\_\_\_\_

Subdivision: Matthews Meadows Phase 2

County / Municipality Acknowledgement of project: Shelby Moore

Date: 09/18/2024

\*Community Development is acknowledging the project is being submitted to the Recorder/Surveyor Office for review.

Notes: \_\_\_\_\_

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Rylisha Ulin  
rulin@tooeleco.org  
435-843-3185

Revised 9/25//2020

**21.2.1 Diligence**

Each development shall be actively pursued to completion. Any application that exceeds the time limits stated in this chapter will be deemed null and void and all vested rights are waived by the subdivider for that development. An application shall be null and void and all vested rights waived by the subdivider for that development if they do not complete a stage or they fail to make a progress report to the planning commission within 365 days. Any extension must be requested prior to the expiration of the original approval. Should an application become void, the applicant must reapply at the first stage for that level of development.

# **AGENDA ITEM #4**

Consideration of the proposed Master Development Agreement with VT Grantsville Land Co, LLC, for the Deseret Subdivision.

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



## **CITY OF GRANTSVILLE STAFF REPORT**

**TO:** Grantsville City Planning Commission  
**FROM:** Shelby Moore, Community Development Department  
**SUBJECT:** Consideration of a proposed Master Development Agreement with VT Grantsville Land Co, LLC, for the Deseret Subdivision

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### **Public Hearing Date:**

November 4, 2025

### **Meeting Date:**

November 4, 2025

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## **BACKGROUND:**

The applicant, **VT Grantsville Land Co, LLC**, has submitted a proposed **Master Development Agreement (MDA)** for the **Deseret Subdivision**. The purpose of this agreement is to formally implement the previously approved **Overlay District** associated with the project. The Overlay District was approved by the City Council, and this MDA serves as the implementation mechanism to align development standards, phasing, and infrastructure commitments with that approved framework.

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## **STAFF RECOMMENDATION:**

Staff recommends that the **Planning Commission forward a recommendation of approval** of the proposed **Master Development Agreement with VT Grantsville Land Co, LLC**, for the **Deseret Subdivision** to the **City Council**, as it is consistent with the previously approved Overlay District and implements Council's prior direction.

*\*\* Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

*The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.*

**WHEN RECORDED, RETURN TO:**

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

**GRANTSVILLE CITY  
MASTER DEVELOPMENT AGREEMENT  
FOR  
DESERET DEVELOPMENT**

THIS MASTER DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered as of the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Grantsville City, a municipal corporation of the State of Utah (“**City**”), and VT Grantsville Land Co, LLC, a Colorado limited liability company (“**Developer**”).

**RECITALS**

A. The capitalized terms used in this Agreement not defined in these Recitals are defined in Section 1, below.

B. Developer owns and is developing the Property comprised of approximately 1,729 acres of real property located within the City of Grantsville.

C. The City recently enacted Ordinance 2025-28 (“**City Ordinance**”), which approved the Deseret Zoning Overlay District (“**DZOD**”) a copy of which is attached hereto as **Exhibit B**. The Property is located within and is subject to the DZOD. A conceptual plan of the development of the Property within the DZOD is attached hereto as **Exhibit C** (collectively, the “**DZOD Development Plan**”).

D. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the DZOD Development Plan. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

E. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 et seq. This Agreement conforms with the intent of the City’s general plan and the City Ordinance, including the DZOD.

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

**TERMS**



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

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

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

1.3. **Buildout** means the completion of all of the development on the entire Project in accordance with this Agreement.

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

1.5. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application as provided in Subsection 3.2 below.

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

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

1.8. **Developer** means VT Grantsville Land Co, LLC, a Colorado limited liability company and its successors/assignees as permitted by this Agreement.

1.9. **Development Application** means an application to the City for development of a portion of the Project or any other permit, certificate or other authorization from the City required for development of the Project.

1.10. **Dwelling Units** means a structure or portion thereof designed and capable of daily residential occupancy.

1.11. **DZOD** means the Deseret Zoning Overlay District, as described in Recital C above.

1.12. **DZOD Development Plan** has the meaning set forth in Recital C above, and attached as **Exhibit C**.

1.13. **Entitlement Date<sup>1</sup>** means May 21, 2025, the date the DZOD was approved by the City Council.

1.14. **GLUDMC** means the Grantsville Land Use and Development Code, in effect on the Entitlement Date.

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

1.16. **Maximum Residential Units** means up to Six Thousand Nine Hundred Ninety-Seven (6,997) Dwelling Units that the Developer may construct on the Property, in accordance with this Agreement and the vested rights confirmed hereby.

1.17. **Moderate Income Housing** means housing that is available to a household whose income is no more than eighty percent (80%) or less of the Tooele County, Utah Statistical Area Median Family Income, as determined by the U.S. Census Bureau for the applicable year. 2

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

1.19. **Offsite Improvements.** The Offsite Improvements shall include the Offsite Sanitary Sewer Trunkline – Phase 1; Offsite Sanitary Sewer Trunkline – Phase 2; SR-138 & Intersection Improvements; Deseret Wells; Deseret Water Storage Tanks; Mack Canyon Road Improvements; Connections to Existing City Water System; and Connection of Mack Canyon Sanitary Sewer Main to Phase 1 Offsite Sanitary Sewer System. The Offsite Improvements are illustrated on the concept plan of the offsite Public Infrastructure as provided in Section 6.1 below, a copy of which is attached hereto as **Exhibit D.**

1.20. **Parcel** means one or more parcels within the Property.

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

1.22. **Project** means the development to be constructed on the Property pursuant to this Agreement and DZOD Development Plan with the associated Public Infrastructure and private facilities, and all the other aspects approved as part of this Agreement.

1.23. **Property** means the real property owned by Developer more fully described in **Exhibit A.**

1.24. **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.

1.25. **Sub-developer** means a developer that is transferred or assigned rights to develop a portion of the Property, as confirmed in a Transfer Acknowledgement (defined below), a copy of which will be provided to the City, in accordance with Section 14.2.

## **2. Development of the Project.**

**2.1. Compliance with the DZOD Development Plan and this Agreement.** Development of the Project shall be in accordance with LUDMA, GLUDMC, the City's Future Laws (to the extent they are applicable as specified in Section 3.2 of this Agreement), the DZOD Development Plan, and this Agreement.

**2.2. Maximum Residential Units; Non-Residential Development.** At Buildout, Developer shall be entitled to have developed the Maximum Residential Units of the type and in the general location as shown on the DZOD Development Plan. Developer is also entitled to develop non-residential uses as permitted by the DZOD. As a benefit to the City, Developer has agreed that, upon determining the exact location and intended use of a commercial development within the Project, Developer will submit a site plan and plat reflecting the commercial use to the City. As with all aspects of the Development, the site plan and plat shall meet the requirements of LUDMA, GLUDMC, the City's Future Laws (to the extent they are applicable as specified in Section 3.2 of this Agreement), the DZOD Development Plan, and this Agreement. Without limiting any of the uses allowed by the DZOD or the DZOD Development Plan, nothing in this Agreement shall preclude Developer from submitting a rezone petition for any use, including a commercial use.

**2.3. Moderate Income Housing.** The Parties agree that Developer shall be responsible for developing twenty-five (25) acres of Moderate Income Housing, which amount is an increase from what was described in the DZOD Development Plan, which shall be integrated throughout the Project in locations determined at the Developer's sole discretion and meet the statutory requirements for Moderate Income Housing as set forth in Utah Code Section 10-9a-408.3

**2.4. Sub-developers.** Developer may elect to sell one or more Parcels to a Sub-developer, and any Parcel sold by Developer to a Sub-developer shall include the transfer of the right and obligation to develop such Parcel in accordance with this Agreement and the DZOD Development Plan. No such sale or transfer shall result in development rights in conflict with the terms of this Agreement and the DZOD Development Plan. Developer shall ensure that any agreement under which a Parcel or any part of a Parcel is sold or otherwise transferred includes the obligation for the Sub-Developer to strictly comply with all requirements, conditions, and restrictions in this Agreement and the DZOD Development Plan. Within thirty (30) days after the recordation of a document of conveyance for any Parcel sold to a Sub-developer, Developer shall provide the City with Notice showing the new ownership of the Parcel(s) sold, by providing a Transfer Acknowledgement, executed in the form attached as Exhibit E.

## **3. Vested Rights.**

**3.1. Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend

that this Agreement confirms that Developer has “vested rights” to develop the Project in fulfillment of this Agreement, LUDMA and GLUDMC, the DZOD Development Plan, and the zoning of the Property, except as specifically provided in Section 3.2 below. The Parties specifically intend that this Agreement grant to Developer the “vested rights” identified herein, as that term is construed in Utah’s common law and pursuant to Utah Code § 10-9a-509, including the right to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the Entitlement Date (herein “**Applicable Law**”).

Subject to this Agreement, Developer may build up to the Maximum Residential Units in the Project as contemplated by the DZOD Development Plan. The City does not, and may not, provide Developer with any guarantee of the number of units, density, or non-residential square footage which may be built in the Project. Developer assumes all responsibility for development and design of the Project.

The Project is vested with those uses described in the DZOD Development Plan, the DZOD, and the underlying zone. All uses not expressly modified by this Agreement remain in full force and effect. Developer acknowledges a separate rezoning request must be submitted to modify the permitted and conditional uses in the applicable zone.

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

3.2.1. Written Agreement. The City’s Future Laws or other regulations to which the Developer agrees in writing;

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

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<sup>4</sup>, AAHSTO Standards, the Manual of Uniform Traffic Control Devices, statewide codes adopted by Utah Code Ann. 15A-2-101, or its successor state code provisions, or by federal or state laws or regulations that are required to meet legitimate concerns related to public health, safety or welfare;

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

3.2.5. Fees. Changes to the amounts of fees for the processing of Development

Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

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

3.2.7. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. §10-9a-509(1)(a)(ii)(A) and the common law as described by Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah 1980) and its progeny.

3.3. Approvals. Prior to issuance of a building permit for any phase of the Project, Developer shall submit an application for “**Development Review**” of the site plan to the City for review and approval. Developer shall also submit building elevations, but only for the limited purpose of confirming no repetitive design as described in the DVOZ Development Plan. Nothing in the foregoing sentence allows the City to govern the design of the buildings, it being acknowledged that such review is prohibited by Utah Code Ann. 10-9a-534. Review and approval by the City is intended to assure that certain development components substantially conform with this Agreement. Development Review approval submittals need only include that portion of the Property for which approval is being sought by Developer. Any Development Review submittals and approvals shall comply with the requirements of GLUDMC for the appropriate development application, including preliminary and final checklists published by the City.

3.3.1. Development Review Submittals shall include all other information necessary to illustrate substantial conformance with this Agreement. The City may consider the standards of GLUDMC, as modified by this Agreement, when considering Development Review approval. In the event of any conflict or ambiguity, the provisions in this Agreement shall govern.

3.3.2. The 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. It is the Developer's responsibility to review and adhere to these regulations in the planning, permitting, development, and maintenance of the Planned Community.

3.3.3. Notwithstanding anything to the contrary in Grantsville City Code<sup>5</sup>, this Agreement, or the Master Plan, prior to obtaining a certificate of occupancy for any structure intended for human occupancy, 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 this provision is not satisfied.

3.4. **Modification.** The terms and conditions of this Agreement or of any Development Review approval issued in accordance with this Agreement may be modified administratively by the Planning Commission upon written request by Developer so long as the modifications are in “substantial compliance” with the terms of this Agreement, including those modifications described in GLUDMC Section 12.5(1) (“**Minor Change**”). Any change that results in: (a) a change in the uses allowed for the Project to another use not permitted in the Underlying Zone, as modified by this Agreement; (b) an increase to the overall density of the Project; or (c) a reduction in the minimum periphery setbacks, (“**Major Change**”) shall be considered a change that is not in “substantial compliance” with the terms of this Agreement. Any Major Change shall be reviewed by the same procedures applicable to a new master development agreement, as set forth in applicable laws and must be reviewed and approved by the City Council. Nothing in this subsection 3.4 shall obligate Developer to seek or obtain a Minor Change or a Major Change where the DZOD Development Plan contemplates the shifting of density, the relocation of uses, the location of commercial or other contemplated uses, or other modifications as described in said development plan.

3.5. **Fees.** Nothing herein shall be construed to relieve Developer of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the completion assurance procedures and other procedures set forth in City ordinances and policies.

#### 4. **Term of Agreement; Effective Date.**

4.1. The “Effective Date” of this Agreement is the effective date of the enacting ordinance by the City Council. The City may not execute this Agreement until approved by the City in accordance with GLUDMC.

4.2. This Agreement shall be in full force and effect until the earliest occurrence of: (i) such date as the Project is abandoned, defined as written notice from Developer to the City that it no longer intends to develop the Project; (ii) the Developer defaults on any material provision of this Agreement and the default is not cured in the applicable period, and a court determines that the Agreement should be terminated as an adequate remedy for the City; or (iii) thirty (30) years of the Effective Date.

5. **DZOD Development Plan.** Developer shall develop the Property in a manner that is consistent with the DZOD Development Plan. Developer may develop the Property in one or more

phases as described in the DZOD Development Plan and provided by this Agreement. Developer may develop the phases in any order, irrespective of the numerical designation assigned to each phase, so long as the Public Infrastructure is sufficient to meet the requirements for the proposed phase.

## **6. Public Infrastructure.**

**6.1. Infrastructure Improvements.** Developer agrees to construct and/or dedicate Public Infrastructure intended to be owned and maintained by the City or applicable districts as needed to serve development within the Project and as required by Applicable Law. Unless otherwise specified in this Agreement, Developer shall satisfactorily complete construction of all Public Infrastructure for each phase in a good and workmanlike manner, no later than two (2) years after the recording of the plat for that phase, subject to reasonable delays due to events of force majeure, or different timetable as set forth in a dedication or improvements agreement. Should Developer seek to put the obligation to install any Public Infrastructure it must be both described in a recorded tract declaration or other enforceable covenant and included with a reference in a Transfer Acknowledgement.

**6.2. Offsite Improvements.** The improvements contemplated in this Agreement include the installation of improvements as generally described in the Offsite Improvement Plan<sup>7</sup>. Subject to Developer's right to obtain reimbursement pursuant to Section 7, which right will be set forth in separate agreements between the Parties, Developer will construct the improvements contemplated by the Offsite Improvement Plan as needed for development of the Project. Developer shall construct Offsite Improvements needed for a particular phase of the Project no later than two (2) years after the recording of the plat for that phase which necessitates the offsite improvements, subject to reasonable delays due to events of force majeure, or a different timetable as set forth in in separate agreements governing such improvements and their construction. Should Developer seek to put the obligation to install any Offsite Improvements it must be both described in a recorded tract declaration or other enforceable covenant and included with a reference in a Transfer Acknowledgement.

**6.3. Wastewater Treatment Plant.** The Project's Buildout will likely require that the City construct a new wastewater treatment plant to be constructed (the "**Wastewater Plant**"). The City shall complete construction of the Wastewater Plant within two (2)8 years of the Effective Date of this Agreement. Developer shall contribute its proportionate share of the costs of the upgrade to the Wastewater Plant through the payment of impact fees.

**6.4. Responsibility Before Acceptance.** Developer shall be responsible, including premises liability and risk of loss, for all project improvements, Public Infrastructure developed within the boundaries of the Project, and Offsite Improvements until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City, which acceptance shall not be refused by the City provided that the applicable Public Infrastructure complies with all the City's applicable standards

and requirements. The City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the Public Infrastructure, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said Public Infrastructure; all of such liabilities shall be assumed by the Developer until such time that the Public Infrastructure is accepted by the City.

**6.5. Acceptance.** The City agrees to accept all Public Infrastructure constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the City Planning and Public Works Departments promptly review and approve the plans for any Project improvements prior to construction; (2) Developer permits City Planning and Public Works representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) Developer shall provide Contractor as-built drawings in PDF and native format and GIS shapefiles of as-built conditions per City's GIS requirements and standards; (4) Developer has warranted the Project improvements as required by Applicable Law; and (5) the Public Infrastructure passes a final inspection by the City Public Works in accordance with Applicable Law.

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

**6.7. Timing of Completion of Public Infrastructure and Related Obligations.** Developer shall be responsible for completing the Public Infrastructure (excluding the Offsite Improvements or any other improvements located outside of the Project) prior to the issuance of building permits for those phases of the Project that necessitate the Public Infrastructure<sup>9</sup>.

**6.7.1. Trails.** Trails shall be included with the subdivision application for an area proposed for subdivision and development. Developer shall construct trails in the approximate location designated in the DZOD Development Plan, or as may be adjusted to meet engineering, regulatory, and/or topographical requirements, concurrently with the development of the phase in which the trail is located prior to the issuance of certificates of occupancy for that particular subdivision plat or site plan. Developer may dedicate trails to an owner association or other entity of its choosing that agrees to maintain the same.

**6.7.2. Neighborhood Parks.** Neighborhood Parks shall be included with the subdivision application for an area proposed for subdivision and development. The DZOD Development Plan identifies the phase associated with the neighborhood park

(e.g., NP-1 shall relate to and be included in PA-1) and the timing for completion of the same.

**6.7.3. Community Park.** The Community Park shall be master-planned in conformance with the DZOD Development Plan and subdivided with the adjacent planning areas. The Developer shall construct the Community Park, which may be constructed in phases, as described in the DZOD Development Plan<sup>10</sup>.

**6.7.4. Moderate Income Housing.** Developer shall construct, or cause to be constructed, the Moderate Income Housing contemplated by this Agreement on the following schedule: twelve and one half acres shall be developed as Moderate Income Housing prior to the 3,498<sup>th</sup> certificate of occupancy in the Project. The remaining twelve and one half acres of Moderate Income Housing shall be complete prior to Buildout<sup>11</sup>. It is anticipated that the obligation to build Moderate Income Housing will be included in various phases of the project; to the extent that Developer transfers or assigns the obligation to construct Moderate Income Housing, the obligation to construct Moderate Income Housing shall be recorded and run with the land associated with that phase of the Project in a tract declaration or similar recorded covenant.

**6.7.5. Offsite Improvements.** The timing for completion of the Offsite Improvements will be set forth in separate agreements between the Parties. Subject to the foregoing, the Parties will endeavor to reach agreement on specific timing requirements for completion of Offsite Improvements. In no event shall the Offsite Improvements be completed later than issuance of certificate of occupancy for any phase requiring the Offsite Improvements as Public Infrastructure.

**6.8. Bonding.** In connection with any Development Application, Developer shall provide bonds or other financial assurance, including warranty bonds, to the extent required by GLUDMC, unless otherwise provided by LUDMA. 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 applicable law. If Developer utilizes public infrastructure districts, or other similar governmental and quasi-governmental entities to construct the Project's infrastructure and improvements, but the City may condition any permits for such work on obtaining satisfactory financial assurances from Developer or such districts, including by interlocal agreement.<sup>12</sup>

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

**7.1. Upsizing.** The City shall not require Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or build improvements outside of the Project unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental

or additive costs of such upsizing or such improvements to the extent required by Applicable Law, including the state and federal constitutions. With respect to the Offsite Improvements, the City and Developer shall enter into one or more pioneering agreements, on terms acceptable to Developer, whereby Developer shall be reimbursed for that portion of the Offsite Improvements not attributable to the Project. If the City and Developer are unable to agree upon the terms of a pioneering agreement that is mutually acceptable to both the City and Developer, then the City shall provide alternative means of reimbursing Developer for the upsized portion of the Offsite Improvements.

8. **Homeowners Association.** If a Homeowners Association (“HOA”) is created as part of the Project to maintain open space or improvements required by the DZOD Development Plan for the Property and that HOA later becomes insolvent or fails to maintain proper documentation and filings with the State of Utah and loses its authority to operate and transact business as an association in the State of Utah, then the City shall have the right to, but is not obligated to, enforce to maintain the such areas. To the extent allowed by law, the City shall have all authority granted to the HOA by virtue of this document and related HOA articles, bylaws, and recorded covenants, conditions, and restrictions, or similar documents, including but not limited to, the authority to impose and collect maintenance fees and other necessary fees and/or assessments to further the upkeep of Property improvements as deemed necessary by the City.

9. **Recording.** The responsibilities and commitments of Developer and the City as detailed in this Agreement, when executed shall constitute a covenant and restriction running with the land and shall be binding upon the Developer and owner of the Property, its successors in title and this Agreement or a notice thereof shall be recorded in the Office of the Tooele County Recorder by City.

10. **Default.**

10.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. A Default of any obligation assumed by an assignee or Sub-developer shall not be deemed a Default of Developer so long as a Transfer Acknowledgement has been provided to the City. In the event the City submits a Notice of Default to Sub-developer, the City shall also submit a courtesy Notice of Default to Developer.

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

10.2.1. **Specific Claim.** Specify the claimed event of Default;

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

10.2.3. **Optional Cure.** If either the City or Developer chooses, in its sole discretion, it may propose a method and time for curing the Default which shall be of no less than

thirty (30) days duration, or longer if required by weather or other external conditions.

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

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

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

10.3.3. Future Approvals. The right to withhold certain permits for development of a portion of the Project at issue in a Default that has not been cured, provided, however that the City may not exercise this remedy against the Project as a whole or portions not related to the uncured Default.

10.4. **Public Meeting.** Before any remedy in Section 10.3 may be imposed by the City, the Party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

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

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

**To the Developer:**

VT Grantsville Land Co, LLC  
Attn: Thomas Clark  
8678 Concord Center Dr. Suite 200  
Englewood, CO 80112  
Email tclark@ventanacap.com

With a copy to:

Snell & Wilmer LLP  
Attn: Wade Budge  
15 West South Temple Suite 1200  
Salt Lake City, UT 84101  
Email: wbudge@swlaw.com

**To the City:**

Grantsville City  
Attn: City Recorder



429 East Main Street  
Grantsville, Utah 84029

12. **Dispute Resolution.** Any disputes subject to mediation or arbitration shall be resolved pursuant to Addendum No. 1.

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

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

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

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

16.1. **Sale of Lots.** Developer’s selling or conveying lots in any approved subdivision shall not be deemed to be an assignment. Nothing in this Agreement shall apply to residents or property owners who purchase or occupy developed lots or units within the Project, it being the intent of this Agreement that it governs the development of the Project, not the use by subsequent owners or residents. Developer may sell lots to builders, and if Developer obligates such builders to complete certain improvements as described in a recorded tract declaration or similar covenant, Developer may be relieved of its obligation to complete such improvements and shall notify the City of such a partial assignment through a Transfer Acknowledgement attached as Exhibit E.

16.2. **Related Entity; Sub-Developers.** Developer’s transfer of all or any part of the Property to any entity “related” to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer’s entry into a joint venture for the development of the Project, Developer’s pledging of part or all of the Project as security for financing, or Developer’s partial assignment to a Sub-developer as to land purchased or otherwise obtained by such Sub-developer, shall each be considered to be an assignment, for which no consent is required. Developer shall give the City a Notice of any event specified in this sub-section within ten (10) days after the event has occurred and describe the rights and land assigned in the form of the Transfer Acknowledgement attached hereto as Exhibit E. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

16.3. **Process for Assignment.** Developer shall give Notice to the City of any partial assignment and provide such information regarding the proposed assignee that the City

may reasonably request to be informed of the particulars of the identity of the builder or Sub Developer that is intending to obtain a portion of the Project. Such Notice shall include providing the City with all necessary contact information for the assignee.

**16.4. Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds, which shall be deemed to run with and concern the land. Upon any such partial assignment to a Sub-developer, Developer shall be released from any future obligations as to those obligations which are assigned, and the assignee(s) shall be liable to perform all obligations under the terms of this Agreement which have been assigned to the assignee(s) as Sub-developer. Developer shall provide the City Notice of any event specified in this subsection within ten (10) days after the event has occurred and describe the rights and land assigned in the form of Transfer Acknowledgement attached hereto as Exhibit E. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

**16.5. Complete Assignment.** Developer may assign all of Developer's interest in this Agreement. The City shall be entitled notice of the assignee, past performance in development, and its associated experience. Upon written notice of the assignment, Developer shall be released from its obligations under this Agreement for the remaining portion of the Project for which such assignment has occurred.

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

**18. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unconstitutional, invalid, or unenforceable for any reason, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

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

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

**21. Appointment of Representatives.** To further the commitment of the Parties to cooperate

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

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

23. **Venue.** Any action to enforce this Agreement shall be brought only in the Third Judicial District Court, Tooele County in and for the State of Utah, or the United States District Court for the District of Utah. In the event of litigation, Developer waives any challenge to personal jurisdiction.

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

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

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

27. **Amendment.** This Agreement may be amended only in writing signed by the Parties hereto.

28. **Recordation and Running with the Land.** This Agreement shall be recorded with the Tooele County Recorder's Office as to the Property. The rights and responsibilities in this Agreement touch and concern the Property and shall be deemed to run with the land except as to end-users it being the intent of this Agreement that it governs the development of the Project, not the use by subsequent owners or residents.

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

30. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the City Mayor of the City is affixed to this Agreement lawfully binding the City.<sup>13</sup>

31. **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

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<sup>13</sup> NTD: We are not sure what the communication provision.

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.

32. **Referendum or Challenge.** The Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the Council's approval of this Agreement or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a Notice of rescission to the City to terminate this Agreement as to their respective portions of the Property. Upon delivery of such Notice of rescission by Developer, this Agreement shall automatically terminate whereupon the applicable Parties shall have no further rights or obligations under this Agreement.

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

[Signatures on Following Page(s)]



**CITY:**

**GRANTSVILLE CITY,**  
a municipal corporation of the State of Utah

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Mayor \_\_\_\_\_

Approved as to form and legality:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Recorder

**CITY ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  :ss.  
COUNTY OF TOOELE            )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ personally appeared before me \_\_\_\_\_ who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC



## TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	City Ordinance 2025-28
Exhibit “C”	DZOD Development Plan
Exhibit “D”	Offsite Improvement Plan
Exhibit “E”	Form of Transfer Acknowledgement
Addendum No. 1	Dispute Resolution Procedures

# **EXHIBIT A**

(Legal Description of Property)

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

**PARCEL 1: [05-081-0-0009]**

THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED AS ENTRY NO. 540210 OF OFFICIAL RECORDS.

**PARCEL 2: [01-120-0-0010]**

THE NORTH HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EAST 877.5 FEET.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED AS ENTRY NO. 540210 OF OFFICIAL RECORDS.

ALSO, LESS AND EXCEPTING ANY AND ALL PORTION LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 OF OFFICIAL RECORDS.

**PARCEL 3: [01-120-0-0006]**

THE SOUTH HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EAST 877.5 FEET.

ALSO, LESS AND EXCEPTING ANY AND ALL PORTION LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 OF OFFICIAL RECORDS.

**PARCEL 4: [05-082-0-0037]**

THE NORTH HALF OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 OF OFFICIAL RECORDS.

**PARCEL 5: [05-082-0-0027]**

THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 6: [05-082-0-0033]**

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

**PARCEL 7: [01-120-0-0009]**

BEGINNING AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 02°13'09" EAST 3277.55 FEET; THENCE SOUTH 89°43'43" WEST 335.90 FEET; THENCE NORTH 00°33'43" WEST 1638.00 FEET; THENCE NORTH 89°43'43" EAST 698.00 FEET; THENCE NORTH 00°33'43" EAST 1638.00 FEET; THENCE NORTH 89°43'43" EAST 874.86 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 AND IN WARRANTY DEED RECORDED APRIL 2, 2021 AS ENTRY NO. 540210 OF OFFICIAL RECORDS.

*(Legal Description continues on the next page)*

**PARCEL 8: [01-063-0-0006]**

BEGINNING AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 89°46'01" EAST 2522.70 FEET MORE OR LESS TO GRANTSVILLE ANNEXATION REC. 8/8/03 #207757 880/91 OF TOOELE COUNTY OFFICIAL RECORDS; THENCE SOUTH 17°39'15" EAST 1370.96 FEET; THENCE NORTH 71°48'53" EAST 427.45 FEET; THENCE SOUTH 38°40'11" EAST 1690.12 FEET; THENCE NORTH 53°08'05" EAST 427.45 FEET; THENCE SOUTH 38°40'11" EAST 1690.12 FEET; THENCE NORTH 53°08'05" EAST 72.05 FEET; THENCE SOUTH 2175.78 FEET TO VALLEY RANCHES SUBDIVISION BOUNDARY LINE OF SAID SUBDIVISION; THENCE SOUTH 89°10'00" WEST 3990.00 FEET; THENCE NORTH 1310.40 FEET; THENCE SOUTH 89°10'00" WEST 354.38 FEET MORE OR LESS TO THE WEST LINE OF SECTION 27; THENCE NORTH 02°13'09" WEST 3320.41 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY AND ALL PORTIONS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331.

**PARCEL 9: [01-115-0-0025]**

THE WEST 1/2 OF THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

ALSO COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 6 WEST; THENCE NORTH 660.00 FEET; THENCE EAST TO THE WEST BOUNDARY LINE OF HIGHWAY 138; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY LINE OF SAID HIGHWAY TO A POINT DIRECTLY EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 OF OFFICIAL RECORDS.

ALSO LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF GRANTSVILLE LLC SUBDIVISION.

**PARCEL 10: [01-115-0-0021]**

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE EAST 1320 FEET; THENCE SOUTH 1320 FEET; THENCE EAST 297 FEET; THENCE SOUTH 2203.27 FEET; THENCE SOUTH 65°32'07" WEST 484.95 FEET; THENCE SOUTH 53°07'50" WEST 1421.52 FEET; THENCE NORTH 1941.65 FEET; THENCE EAST 1320 FEET; THENCE NORTH 1320 FEET; THENCE WEST 1320 FEET; THENCE NORTH 1320 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING EAST OF THE WEST LEGAL BOUNDARY OF STATE ROAD 138 HIGHWAY.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 11, 1963 AS ENTRY NO. 268986 OF OFFICIAL RECORDS.

**PARCEL 10A:**

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY THAT CERTAIN "FUTURE GRANT OF EASEMENT" RECORDED JULY 8, 2022 AS ENTRY NO. 576325 OF OFFICIAL RECORDS.

**PARCEL 11: [10-036-0-0001, 10-036-0-0006 THROUGH 10-036-0-0010; 10-037-0-0011 THROUGH 10-037-0-0023; 10-039-0-0024; 10-037-0-0126 THROUGH 10-037-0-0128]**

LOT 1, 6 THROUGH 24 AND 126 THROUGH 128, VALLEY RANCHES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER.

# **EXHIBIT B**

(City Ordinance 2025-28)

DocuSign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

Grantsville City  
Record of Ordinance Adoption

A regular meeting of the City Council of Grantsville City was held at City Hall in Grantsville, Utah on Wednesday, the 21st Day of May, 2025 at the hour of 7:00 p.m., there being present and answering roll call the following:

Neil Critchlow	Mayor
Jeff Williams	Council Member
Jacob Thomas	Council Member
Heidi Hammond	Council Member
Rhett Butler	Council Member
Jolene Jenkins	Council Member

Also Present:

Braydee Baugh	City Recorder
Brett Coombs	City Attorney

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting approved, the ordinance 2025-28 was introduced in writing, read in full, and pursuant to a Motion made by Councilmember Jenkins. Seconded by Councilmember Thomas and was adopted by the following vote:

Yea:	Unanimous
Opposed:	None
Abstained:	None

The ordinance was then signed by the Mayor and recorded by the City Recorder in the official records of Grantsville City, Utah. The ordinance is attached:

DocuSigned by:

*Braydee Baugh*

9CB84E7D323F488

Grantsville City Recorder



Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD



**GRANTSVILLE CITY  
ORDINANCE NO. 2025-28**

**AN ORDINANCE OF GRANTSVILLE CITY APPROVING THE DESERET OVERLAY  
DISTRICT LOCATED AT APPROXIMATELY 1300 WEST MACK CANYON ROAD**

Be it enacted and ordained by the City Council of Grantsville City, Utah as follows:

**WHEREAS**, VT Grantsville Land Co, LLC has submitted an application to establish a zoning overlay district to govern the development of approximately 1,729 acres located at approximately 1300 West Mack Canyon Road; and

**WHEREAS**, the proposed Overlay District establishes development standards, land use allocations, infrastructure requirements, and planning principles to guide a mixed-use master planned community known as Deseret; and

**WHEREAS**, the Overlay District provides a comprehensive framework to support commercial, residential, civic, and recreational development and includes the dedication of land for moderate income housing and significant open space and trail networks; and

**WHEREAS**, the Grantsville City Planning Commission held a public hearing on February 20, 2025, to receive input on the proposed Overlay District and, on April 17, 2025, recommended approval of the Overlay District to the City Council; and

**WHEREAS**, the City Council finds that the Overlay District conforms to the goals and policies of the City's General Plan, supports orderly growth, and promotes the public health, safety, and welfare;

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

**Section 1. Adoption:** The Deseret Overlay District, as proposed and described in the materials submitted by the applicant and reviewed by City staff and the Planning Commission, is hereby approved. The boundaries, zoning designations, development standards, and land use allocations associated with the Overlay District are set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

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

**Section 3. Severability clause:** If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS  
21ST DAY OF MAY, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

ATTEST

DocuSigned by:

*Braydee Baugh*

9CB64E7D323F486

Braydee Baugh, City Recorder

By Mayor Neil Critchlow

*Neil Critchlow*

31473306108F4DF

Approved as to Form:

Signed by:

*Tyson Barker*

F2489758F096484

Tyson J. Barker, Grantsville City Attorney



# **EXHIBIT C**

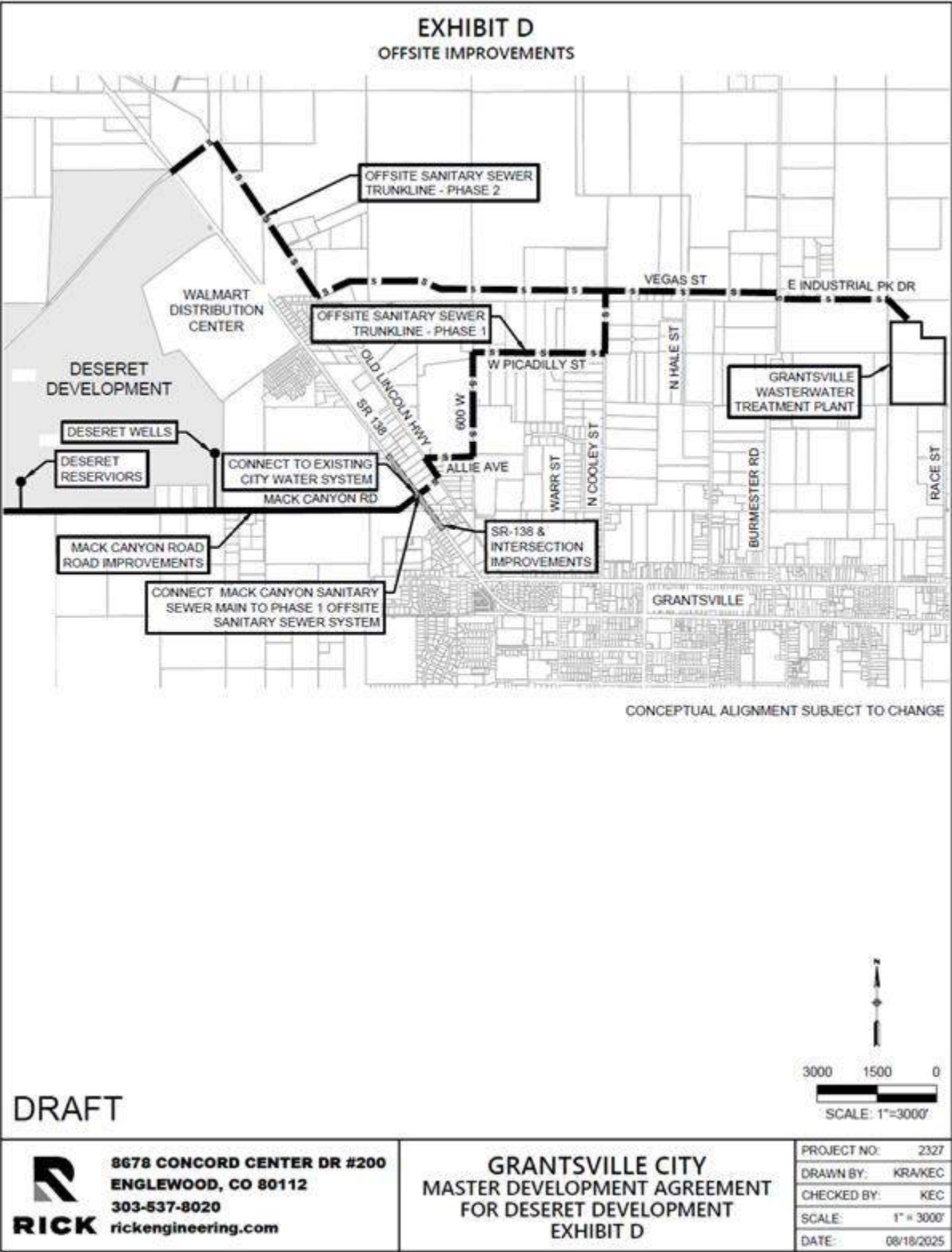
(DZOD Development Plan)



# **EXHIBIT D**

(Offsite Improvement Plan)





# **EXHIBIT E**

(Form of Transfer Acknowledgement)



[Form of Transfer Acknowledgment]

**WHEN RECORDED, RETURN TO:**

VT Grantsville Land Co, LLC  
Attn: Thomas Clark  
8678 Concord Center Dr., Suite 200  
Englewood, CO 80112

**TRANSFER ACKNOWLEDGEMENT**

[Deseret at Grantsville]

**THIS TRANSFER ACKNOWLEDGEMENT** is executed and delivered this \_\_\_\_\_, 20\_\_, by VT Grantsville Land Co, LLC, a Colorado limited liability company, (“**VT**”) and \_\_\_\_\_ (“**Transferee**”) as to the property described below and is provided to Grantsville City, a Utah municipal corporation (“**City**”) as described below.

**RECITALS**

A. VT entered into that certain Grantsville City Master Development Agreement for Deseret Development with City, which agreement was recorded on \_\_\_\_\_, as Entry No. \_\_\_\_\_ in Book \_\_ at Page \_\_\_\_ of the official records of the Tooele County Recorder, State of Utah (the “**Development Agreement**”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Development Agreement.

B. The Development Agreement vests the use, configuration, densities, and processes related for approximately 1,729 acres of land located within the City of Grantsville.

C. Pursuant to Section 2.3 of the Development Agreement, VT in connection with the sale of property to a sub-developer shall cause the Transferee to execute an acknowledgment confirming its commitment to abide by the Development Agreement and to perform the items described below and to provide notice on this form to City.

**NOW, THEREFORE**, pursuant to the aforementioned section of the Development Agreement, VT hereby acknowledges that it has transferred and assigned the real property described on the attached Exhibit A together with the duties and obligations set forth below to Transferee, and Transferee hereby acknowledges its acceptance of such rights and assumption of such obligations under the Development Agreement as to the real property transferred and the additional rights and obligations described below:

1. Summary of Interests Transferred: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED as of the date first above written.

**VT:**

VT GRANTSVILLE LAND CO, LLC  
a Colorado limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRANSFeree:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CERTIFICATE OF NOTICE DELIVERY**

Pursuant to Section 2.3 the Development Agreement, VT, as transferor, hereby arranges delivery of this notice by hand delivery to the following:

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

**EXHIBIT A**  
**[Description of the Transferred Real Property]**

[To be inserted]

## **Addendum No. 1**

(Dispute Resolution)

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

### **2. Mediation.**

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

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

# DESERET

## ZONING OVERLAY DISTRICT

### OWNER SIGNATURE

VT GRANTSVILLE LAND CO, LLC, A COLORADO LIMITED LIABILITY COMPANY,  
AS MANAGER

BY: [Signature]

NAME: Darwin Horan  
TITLE: MANAGER

STATE OF Colorado ) SS.

COUNTY OF Douglas

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME

THIS DAY OF July 16<sup>th</sup>, 2025

BY Darwin Horan, AS MANAGER OF VT GRANTSVILLE HOLD  
CO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES 11.13.2028

[Signature]  
NOTARY PUBLIC

ALANA WESTER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20204039896  
MY COMMISSION EXPIRES NOVEMBER 13, 2028

### OWNER/APPLICANT

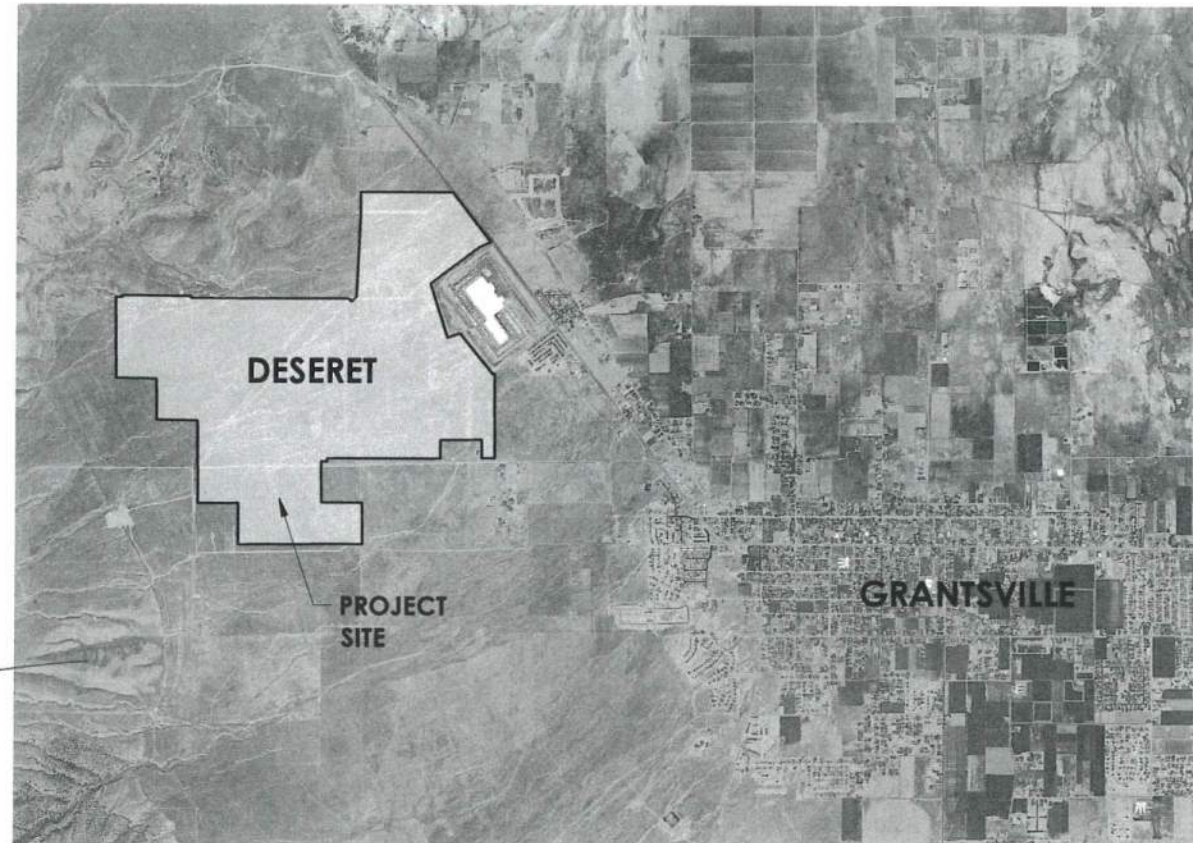
VT GRANTSVILLE LAND CO, LLC  
8678 CONCORD CENTER DR. SUITE 200  
ENGLEWOOD, COLORADO 80112  
CONTACT: TOM CLARK, VENTANA CAPITAL  
PHONE: 303-346-7006  
EMAIL: tclark@ventanacap.com

### PLANNER

TERRACINA DESIGN  
10200 E GIRARD AVENUE SUITE A-314  
DENVER, COLORADO 80231  
CONTACT: LAYLA ROSALES  
PHONE: 303-632-8867  
EMAIL: lrosales@terracinadesign.com

### ENGINEER

RICK  
8678 CONCORD CENTER DR.  
SUITE 200  
ENGLEWOOD, COLORADO 80112  
CONTACT: ROB FITCH, PE  
PHONE: 303-537-8020  
EMAIL: rfitch@rickengineering.com



VICINITY MAP

1" = 6000'

### AUTHORITY

THIS ZONING OVERLAY DISTRICT IS AUTHORIZED BY SECTION 3.16 OF THE  
LAND USE DEVELOPMENT AND MANAGEMENT CODE OF THE CITY OF  
GRANTSVILLE PURSUANT TO THE UTAH CODE TITLE 10-9A-501 AND SUCH  
OTHER AUTHORITIES AND PROVISIONS OF THE UTAH CODE ANNOTATED AND  
LAW THAT ARE RELEVANT AND APPROPRIATE.

### DEVELOPMENT PHASING

PHASING WILL OCCUR IN A LOGICAL AND COST EFFECTIVE MANNER BASED  
ON INFRASTRUCTURE EXTENSION, AVAILABILITY OF UTILITY SERVICE, AND  
MARKET CONDITIONS. THE PROJECT WILL BE BUILT IN MULTIPLE PHASES, AS  
CONDITIONS DICTATE. THE FINAL PLATTING OF SUBDIVISIONS MAY INCLUDE  
UP TO 200 LOTS IN EACH PHASE. A MAXIMUM OF THREE PLATS OR 600 LOTS  
MAY BE IN REVIEW AT ANY ONE TIME.

### RELATIONSHIP TO CITY REGULATIONS

THE PROVISIONS OF THIS ZONING OVERLAY DISTRICT SHALL PREVAIL AND  
GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE CITY OF  
GRANTSVILLE MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND  
GUIDELINES OF THE ZONING OVERLAY DISTRICT DO NOT CLEARLY ADDRESS  
A SPECIFIC SUBJECT OR ARE SILENT, THE CITY OF GRANTSVILLE MUNICIPAL  
CODE AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE  
USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO CITY OF GRANTSVILLE  
REVIEW PROCEDURES.

### CITY CERTIFICATION

THIS ZONING OVERLAY DISTRICT REQUEST HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE  
WITH THE LAND USE DEVELOPMENT AND MANAGEMENT CODE OF THE CITY OF GRANTSVILLE.

[Signature]  
MAYOR, CITY OF GRANTSVILLE

August 13, 2025  
DATE

[Signature]  
CITY RECORDER (ATTEST)

08/13/2025  
DATE

### CLERK AND RECORDER CERTIFICATION

STATE OF UTAH )  
COUNTY OF TOOELE ) SS.

I HEREBY CERTIFY THAT THIS PLAN WAS FILED IN MY OFFICE ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

20\_\_\_\_ A.D. AT \_\_\_\_\_ O'CLOCK AM/PM AND WAS RECORDED PER RECEPTION NO. \_\_\_\_\_.

TOOELE COUNTY CLERK AND RECORDER

Entry #: 623000  
08/27/2025 04:13:39 PM AGREEMENT

Page: 1 of 51  
FEE \$0.00 BY GRANTSVILLE CITY  
Jerry Houghton, Tooele County County Recorder

### SHEET INDEX

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50-51	FENCING AND LIGHTING DESIGN STANDARDS



DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

COVER

SHEET NUMBER

1

SHEET 1 OF 51



DESERET  
ZONING OVERLAY DISTRICT

Entry #: 623000  
08/27/2025 04:13:39 PM AGREEMENT  
Page: 2 of 51  
FEE \$0.00 BY GRANTSVILLE CITY  
Jerry Houghton, Tooele County County Recorder

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 22, 27, 28, 29, AND 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SALT LAKE BASE AND MERIDIAN, CITY OF GRANTSVILLE, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BASIS OF BEARINGS:  
BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST OF THE SALT LAKE BASE AND MERIDIAN, BEING ASSUMED TO BEAR SOUTH 00°23'41" EAST, A DISTANCE OF 2650.04 FEET BETWEEN THE FOLLOWING DESCRIBED MONUMENTS:

- THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, BEING A FOUND 2.25" GLO BRASS CAP FLUSH.
- THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, BEING A FOUND 2.25" GLO BRASS CAP FLUSH.

BEGINNING AT SAID SOUTHWEST CORNER OF SECTION 28;  
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 NORTH 00°23'41" WEST, A DISTANCE OF 1,325.02 FEET TO THE SOUTH SIXTEENTH CORNER OF SAID SECTION 28;  
THENCE NORTH 89°19'19" WEST, A DISTANCE OF 1,320.66 FEET TO THE SOUTHEAST SIXTEENTH CORNER OF SAID SECTION 28;  
THENCE NORTH 00°22'30" WEST, A DISTANCE OF 1,325.36 FEET TO THE CENTER EAST SIXTEENTH CORNER OF SAID SECTION 28;  
THENCE NORTH 89°18'24" WEST, A DISTANCE OF 1,320.22 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 29;  
THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29 NORTH 00°21'24" WEST, A DISTANCE OF 2,590.51 FEET;  
THENCE SOUTH 89°15'05" EAST, A DISTANCE OF 200.01 FEET;  
THENCE NORTH 00°19'54" WEST, A DISTANCE OF 60.01 FEET TO THE NORTH LINE OF SAID SECTION 29;  
THENCE ALONG SAID NORTH LINE SOUTH 89°15'05" EAST, A DISTANCE OF 2,239.16 FEET;  
THENCE SOUTH 00°21'23" EAST, A DISTANCE OF 60.01 FEET;  
THENCE SOUTH 89°15'17" EAST, A DISTANCE OF 200.04 FEET TO THE WEST LINE OF SAID SECTION 28;  
THENCE EASTERLY BEING 60.00 FEET SOUTHERLY OF AND PARALLEL TO THE NORTHERLY LINE OF SAID SECTION 28 THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. NORTH 89°33'43" EAST, A DISTANCE OF 2,639.93 FEET;
2. THENCE SOUTH 89°22'52" EAST, A DISTANCE OF 2,237.86 FEET;

THENCE SOUTH 44°17'55" EAST, A DISTANCE OF 139.41 FEET;  
THENCE NORTH 45°45'21" EAST, A DISTANCE OF 225.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 28;  
THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 22 NORTH 02°40'17" EAST, A DISTANCE OF 2,700.39 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 22;  
THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 NORTH 00°22'17" WEST, A DISTANCE OF 663.17 FEET;  
THENCE NORTH 89°58'00" EAST, A DISTANCE OF 2,971.80 FEET;  
THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 22,877.30 FEET, A CENTRAL ANGLE OF 00°33'05", WHOSE CHORD BEARS SOUTH 37°18'12" EAST A DISTANCE OF 220.21 FEET, FOR AN ARC DISTANCE OF 220.21 FEET;  
THENCE SOUTH 37°01'39" EAST, A DISTANCE OF 1,778.94 FEET;  
THENCE SOUTH 65°32'12" WEST, A DISTANCE OF 384.11 FEET;  
THENCE SOUTH 53°07'55" WEST, A DISTANCE OF 1,951.90 FEET;  
THENCE SOUTH 17°39'10" EAST, A DISTANCE OF 1,818.44 FEET;  
THENCE NORTH 71°48'58" EAST, A DISTANCE OF 427.45 FEET;  
THENCE SOUTH 38°40'06" EAST, A DISTANCE OF 1,690.12 FEET;  
THENCE NORTH 53°08'10" EAST, A DISTANCE OF 67.33 FEET;  
THENCE SOUTH 00°17'21" EAST, A DISTANCE OF 174.33 FEET;  
THENCE SOUTH 00°19'29" EAST, A DISTANCE OF 2,541.28 FEET TO THE SOUTH LINE EXTENDED OF VALLEY RANCHES ENTRY NO. 258230, BOOK 25, PAGE 341;  
THENCE ALONG SAID SOUTH LINE AND LINE EXTENDED SOUTH 89°46'23" WEST, A DISTANCE OF 414.43 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID VALLEY RANCHES;  
THENCE ALONG THE WEST LINE OF SAID LOT 1 NORTH 00°36'23" EAST, A DISTANCE OF 589.20 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;  
THENCE ALONG THE NORTH LINE OF LOTS 2 THROUGH 5 INCLUSIVE OF SAID VALLEY RANCHES SOUTH 89°46'23" WEST, A DISTANCE OF 1,330.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 5;

THENCE ALONG THE WEST LINE OF SAID LOT 5 SOUTH 00°36'23" WEST, A DISTANCE OF 589.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5;  
THENCE ALONG SAID SOUTH LINE OF VALLEY RANCHES SOUTH 89°46'23" WEST, A DISTANCE OF 3,657.50 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF SAID VALLEY RANCHES;  
THENCE SOUTH 00°36'23" WEST, A DISTANCE OF 97.96 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;  
THENCE ALONG SAID NORTH LINE SOUTH 89°48'19" WEST, A DISTANCE OF 188.49 FEET TO THE EAST SIXTEENTH CORNER OF SAID SECTION 33;  
THENCE SOUTH 00°24'03" EAST, A DISTANCE OF 1,321.69 FEET TO THE NORTHEAST SIXTEENTH CORNER OF SAID SECTION 33;  
THENCE NORTH 89°45'13" EAST, A DISTANCE OF 1,326.54 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 33;  
THENCE SOUTH 00°24'53" EAST, A DISTANCE OF 1,320.49 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 33;  
THENCE ALONG THE EAST/WEST CENTERLINE OF SAID SECTION 33 SOUTH 89°42'08" WEST, A DISTANCE OF 3,979.05 FEET TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 33;  
THENCE NORTH 00°24'26" WEST, A DISTANCE OF 1,324.03 FEET TO THE NORTHWEST SIXTEENTH CORNER OF SAID SECTION 33;  
THENCE SOUTH 89°45'06" WEST, A DISTANCE OF 1,325.80 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION;  
THENCE ALONG SAID THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 NORTH 00°25'38" WEST, A DISTANCE OF 1,325.12 FEET TO THE POINT OF BEGINNING.  
CONTAINING 76,459,816 SQUARE FEET OR 1,755.276 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THAT PARCEL DESCRIBED IN WARRANTY DEED, ENTRY NO. 539331.  
CONTAINING 891,815 SQUARE FEET OR 20.473 ACRES, MORE OR LESS.

EXCEPTING ALSO THEREFROM THAT PARCEL DESCRIBED AT ENTRY NO. 106971 (TAX PARCEL NO.10-037-0-0125).  
CONTAINING 207,024 SQUARE FEET OR 4.753 ACRES, MORE OR LESS.

YEILDING A TOTAL OF 75,360,977 SQUARE FEET OR 1,730.050 ACRES, MORE OR LESS.



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

LEGAL DESCRIPTION

SHEET NUMBER

2

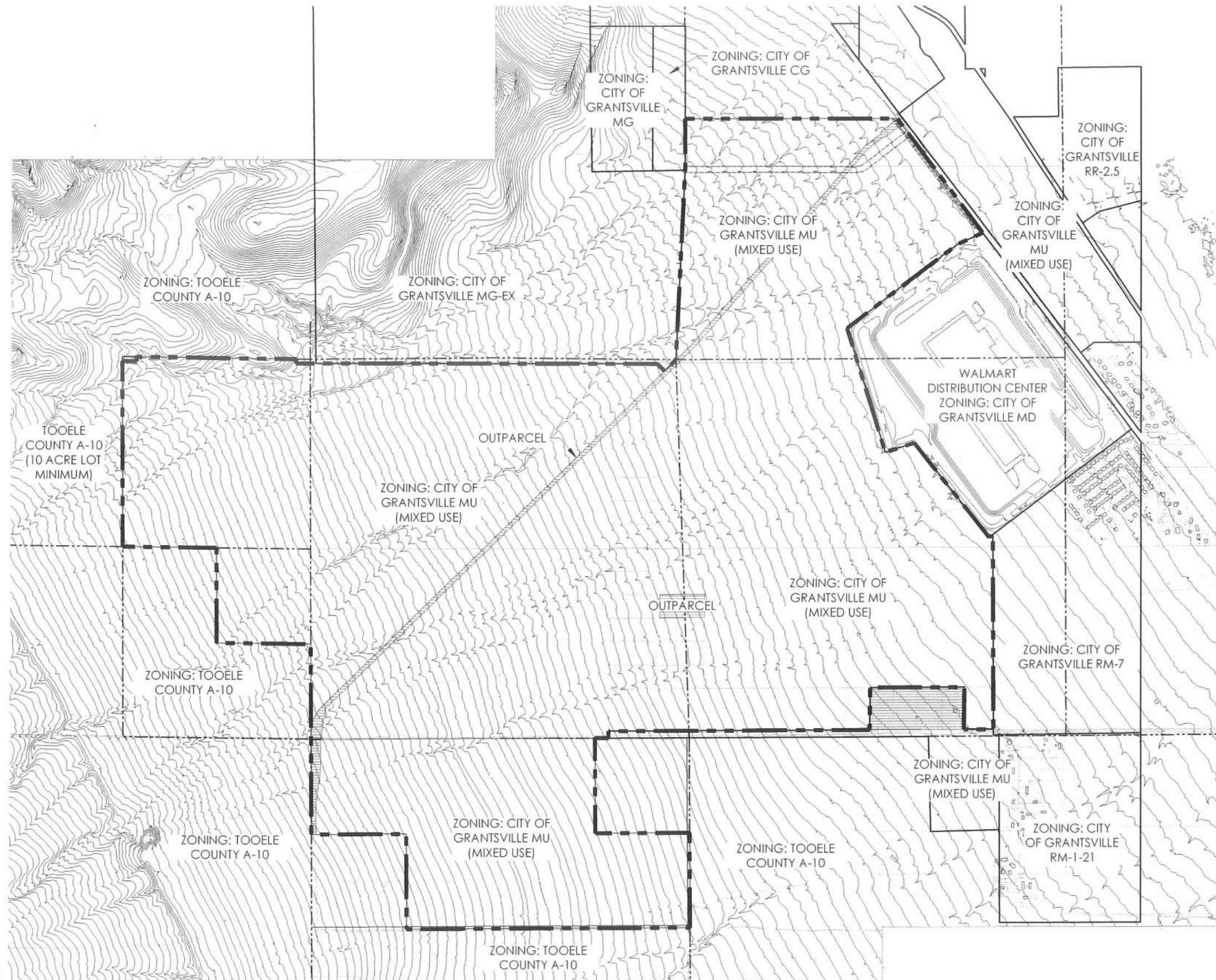
SHEET 1 OF 51



# DESERET

## ZONING OVERLAY DISTRICT

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Jerry Houghton, Tooele County County Recorder



Scale: 1" = 1500'-0"



PROJECT NAME

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ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

EXISTING CONDITIONS

SHEET NUMBER

3

SHEET 3 OF 51



# DESERET

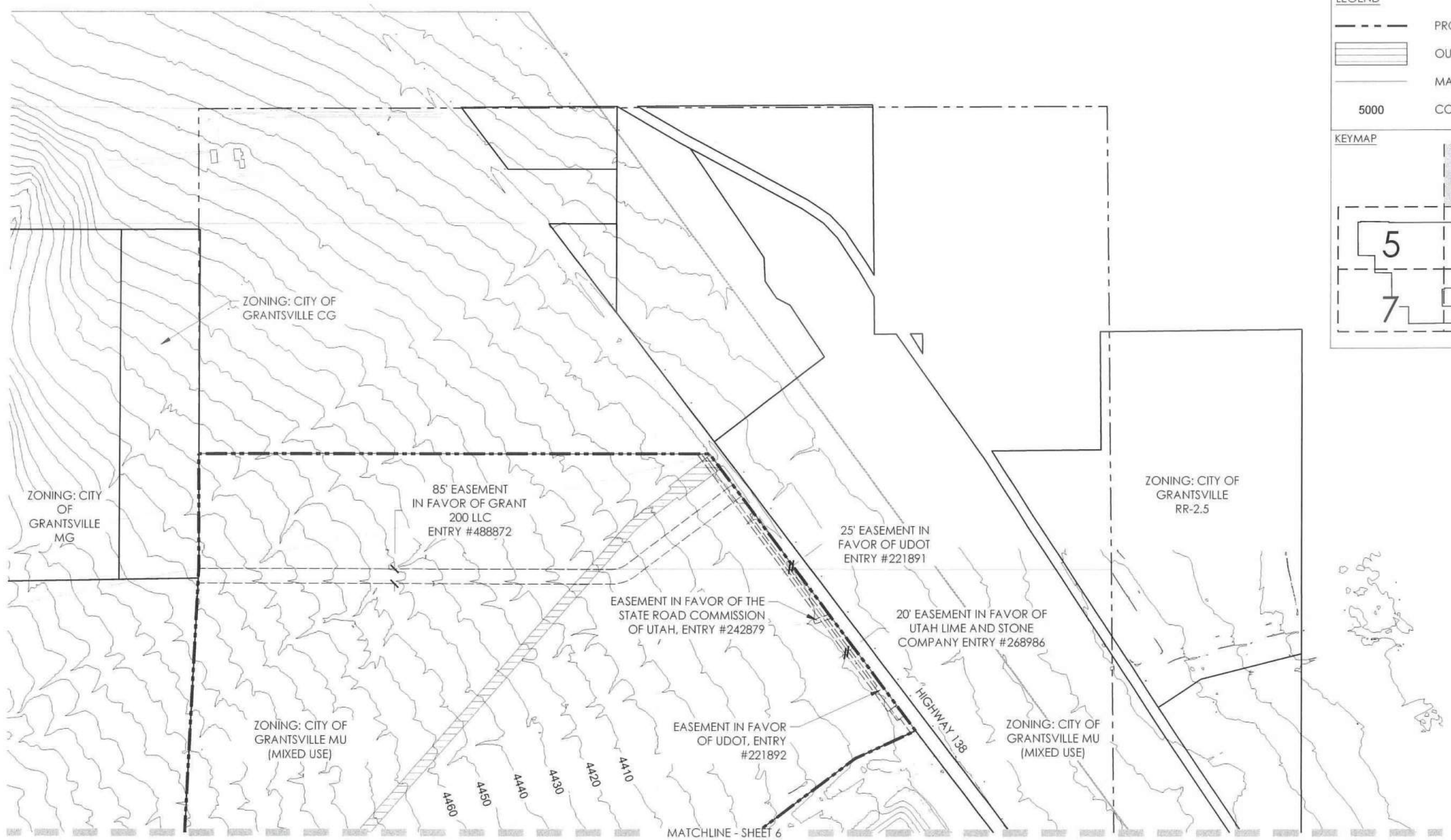
## ZONING OVERLAY DISTRICT

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Jerry Houghton, Tooele County County Recorder

**LEGEND**

- PROPERTY BOUNDARY
- OUTPARCEL
- MAJOR CONTOUR
- 5000 CONTOUR LABEL

**KEYMAP**



Scale: 1" = 600'-0"

terraclina  
design  
10200 E. Grand Ave., A 314  
Denver, CO 80231  
(303) 755-1370 (FAX)

**RICK**

PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

EXISTING CONDITIONS

SHEET NUMBER

4

SHEET 4 OF 51



# DESERET

## ZONING OVERLAY DISTRICT

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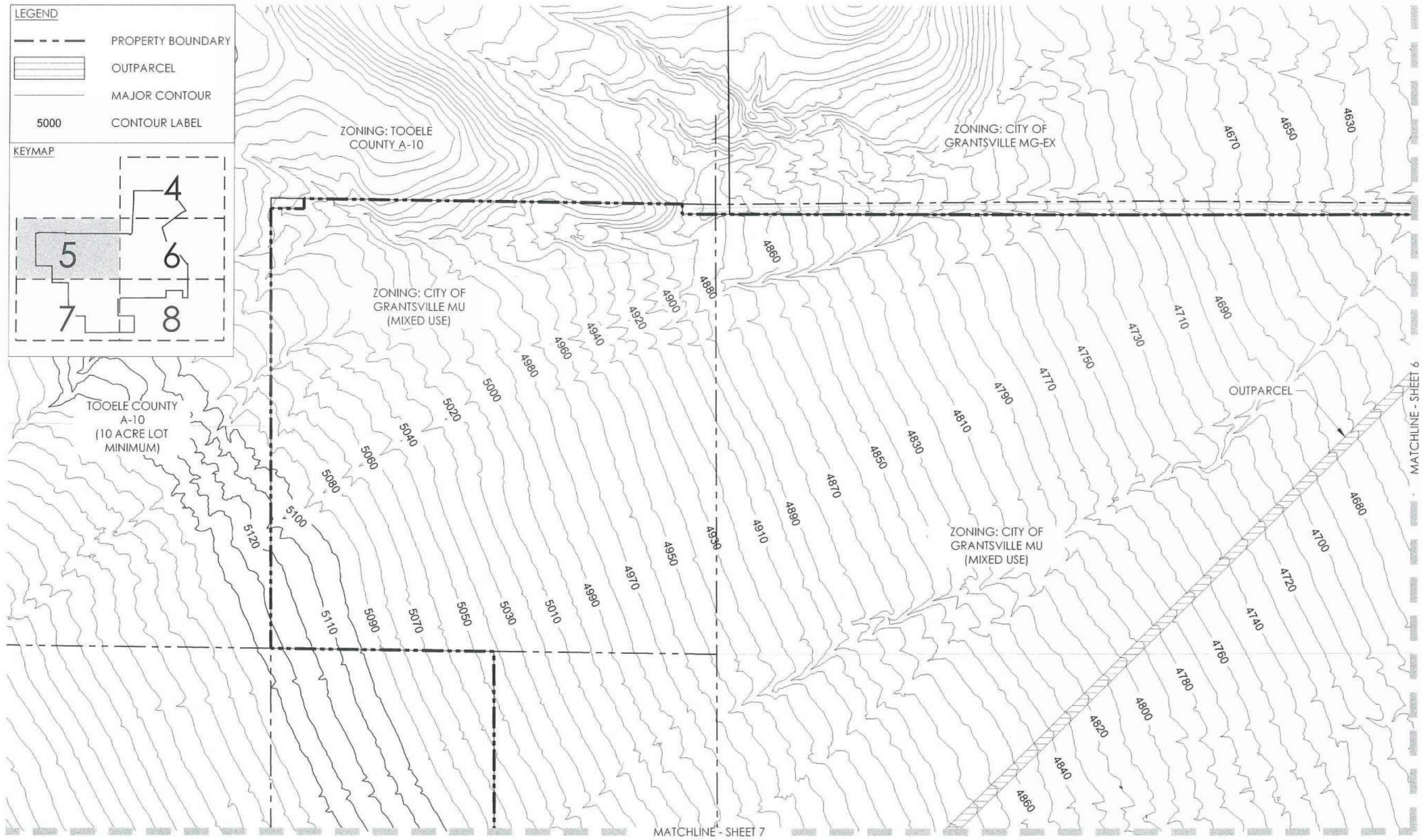
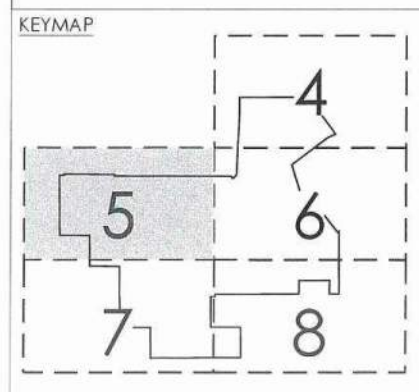
**LEGEND**

--- PROPERTY BOUNDARY

OUTPARCEL

MAJOR CONTOUR

5000 CONTOUR LABEL



Scale: 1" = 600'-0"



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

EXISTING CONDITIONS

SHEET NUMBER

5

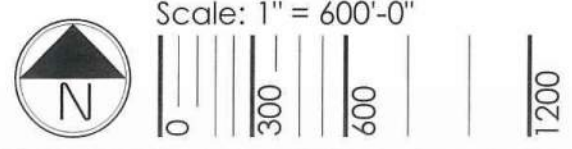
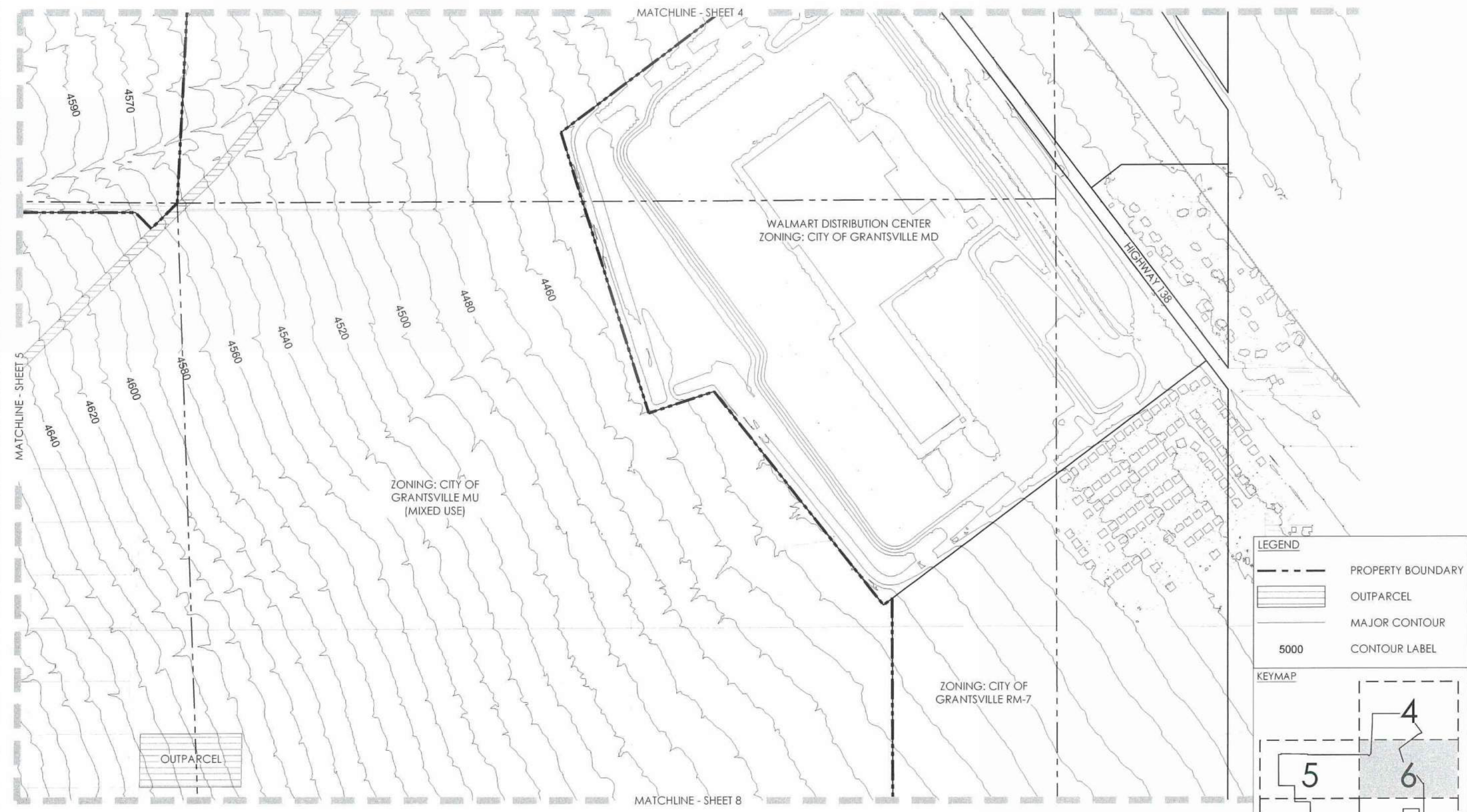
SHEET 5 OF 51



# DESERET

## ZONING OVERLAY DISTRICT

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Jerry Houghton, Tooele County County Recorder



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

EXISTING CONDITIONS

SHEET NUMBER

6

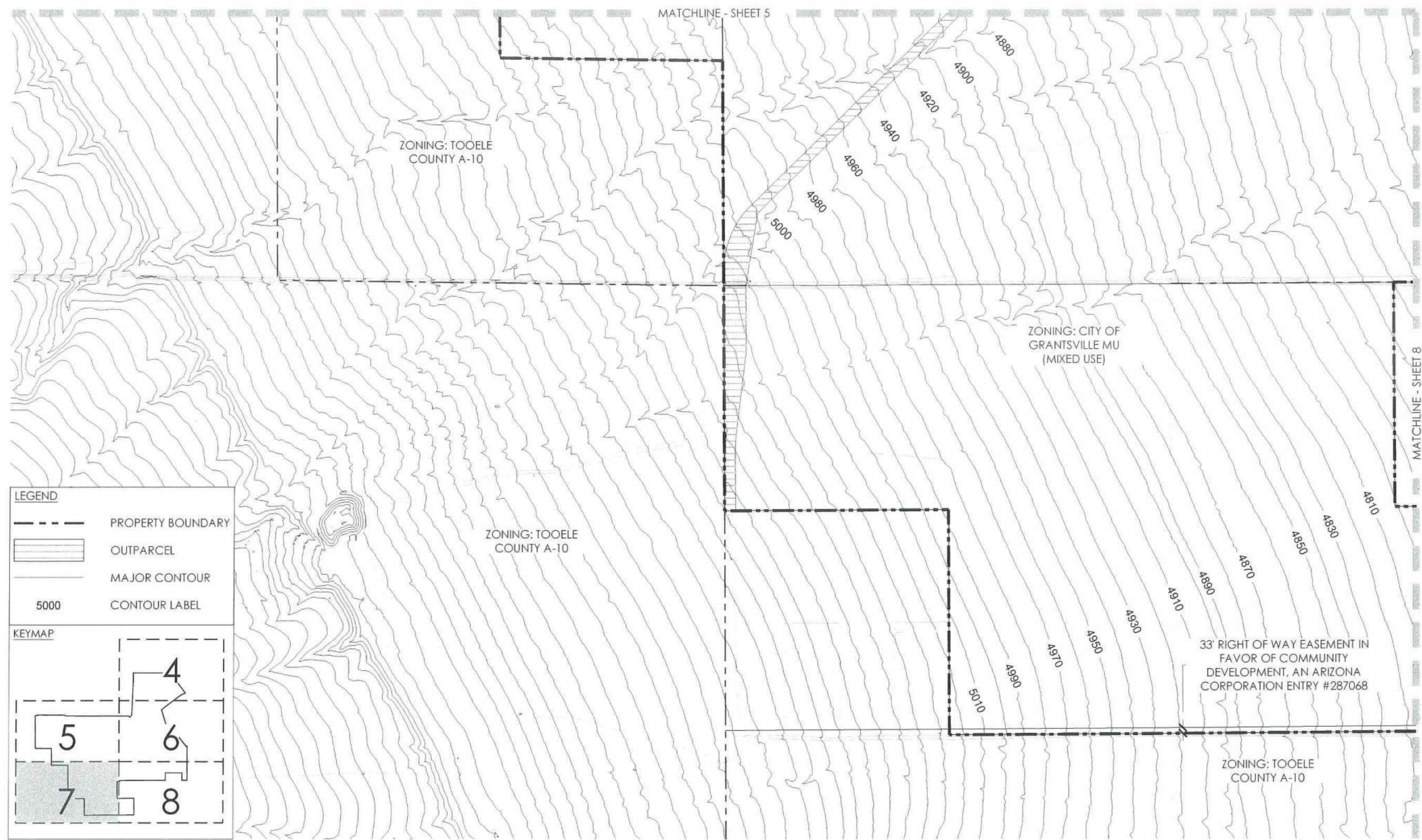
SHEET 6 OF 51



# DESERET

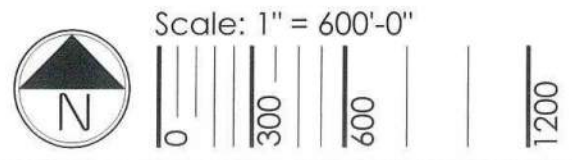
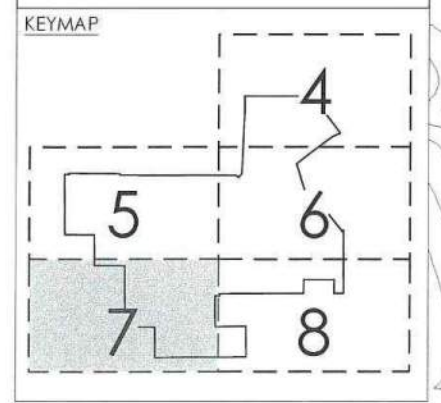
## ZONING OVERLAY DISTRICT

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Jerry Houghton, Tooele County County Recorder



**LEGEND**

- PROPERTY BOUNDARY
- OUTPARCEL
- MAJOR CONTOUR
- 5000 CONTOUR LABEL



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

EXISTING CONDITIONS

SHEET NUMBER

7

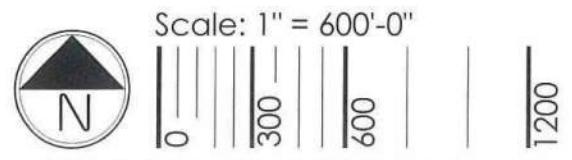
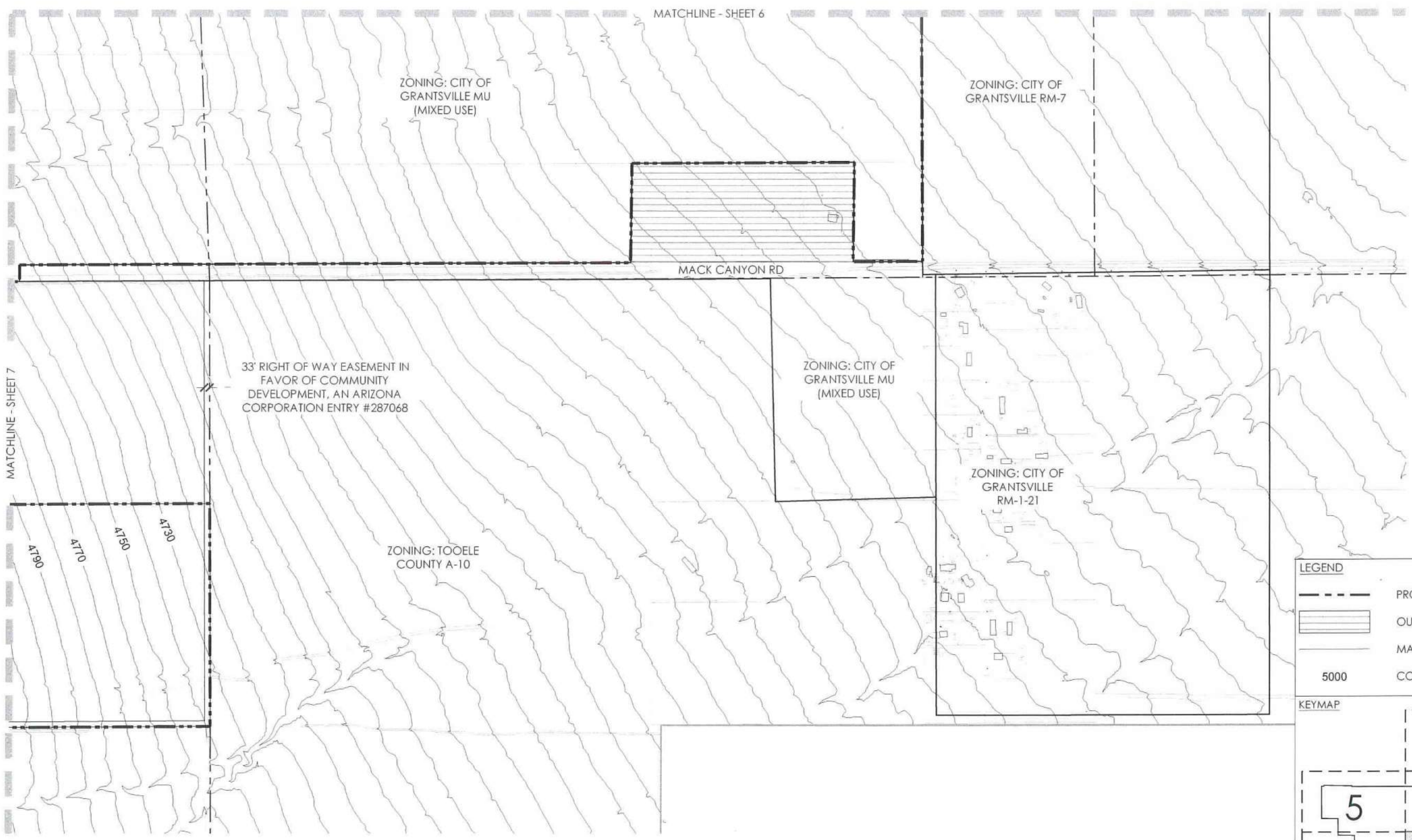
SHEET 7 OF 51



# DESERET

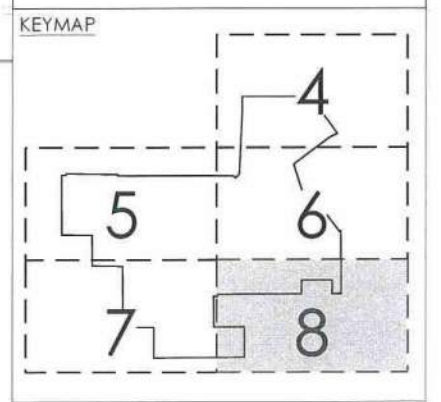
## ZONING OVERLAY DISTRICT

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Jerry Houghton, Tooele County County Recorder



**LEGEND**

- PROPERTY BOUNDARY
- [Hatched Box] OUTPARCEL
- MAJOR CONTOUR
- 5000 CONTOUR LABEL



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

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SHEET TITLE

EXISTING CONDITIONS

SHEET NUMBER

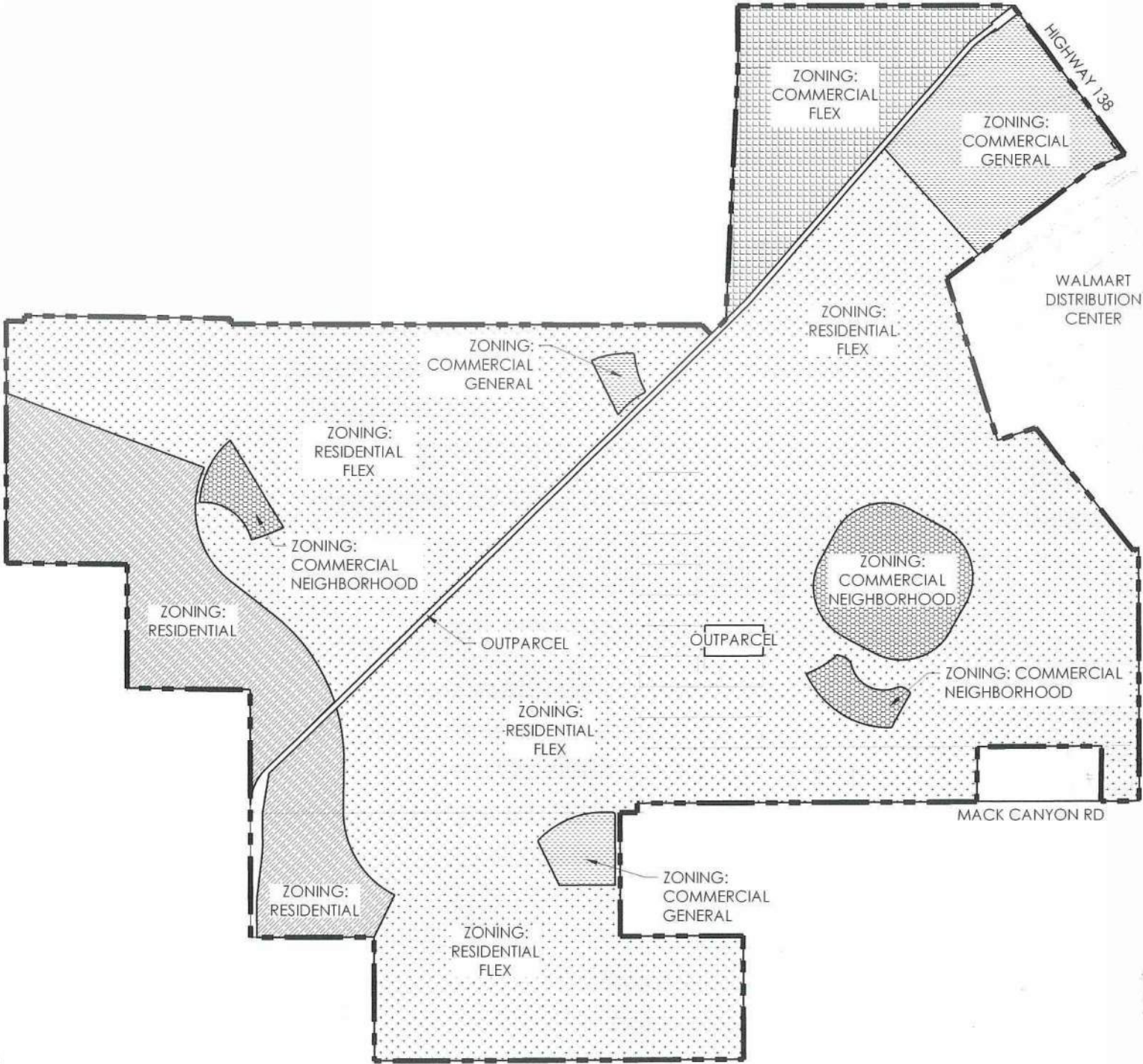
8

SHEET 8 OF 51



DESERET  
ZONING OVERLAY DISTRICT

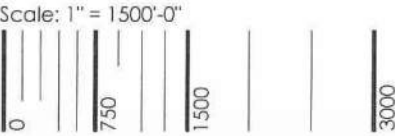
Entry #: 623000  
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Jerry Houghton, Tooele County County Recorder



LEGEND

[Pattern]	COMMERCIAL GENERAL
[Pattern]	COMMERCIAL NEIGHBORHOOD
[Pattern]	COMMERCIAL FLEX
[Pattern]	RESIDENTIAL FLEX
[Pattern]	RESIDENTIAL
[Pattern]	PROPERTY BOUNDARY

ZONING CATEGORY	AREA (ACRES)	PERCENTAGE OF AREA
COMMERCIAL GENERAL	94.9	5%
COMMERCIAL NEIGHBORHOOD	69.4	4%
COMMERCIAL FLEX	110.6	6%
SUBTOTAL	274.9	16%
RESIDENTIAL FLEX	1273.3	74%
RESIDENTIAL	181.9	11%
SUBTOTAL	1455.2	84%
TOTAL	1730.1	100%



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

ZONING PLAN

SHEET NUMBER

9

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# DESERET

## ZONING OVERLAY DISTRICT

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Jerry Houghton, Tooele County County Recorder

LEGEND

COMMERCIAL GENERAL

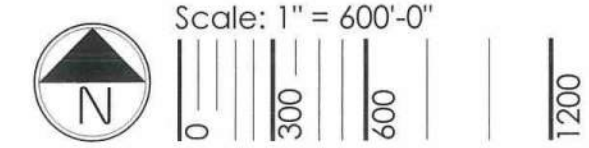
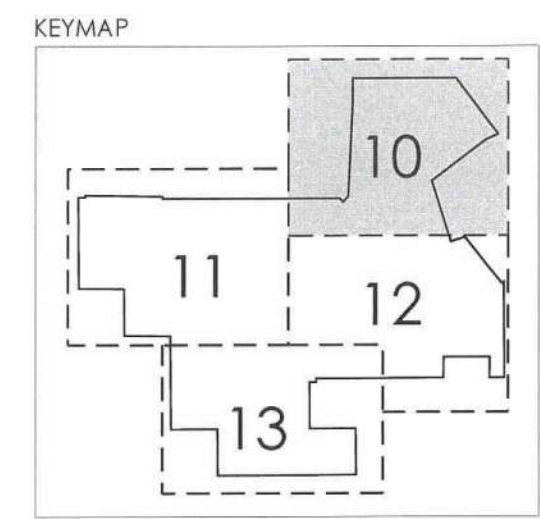
COMMERCIAL NEIGHBORHOOD

COMMERCIAL FLEX

RESIDENTIAL FLEX

RESIDENTIAL

PROPERTY BOUNDARY



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

ZONING PLAN

SHEET NUMBER

10

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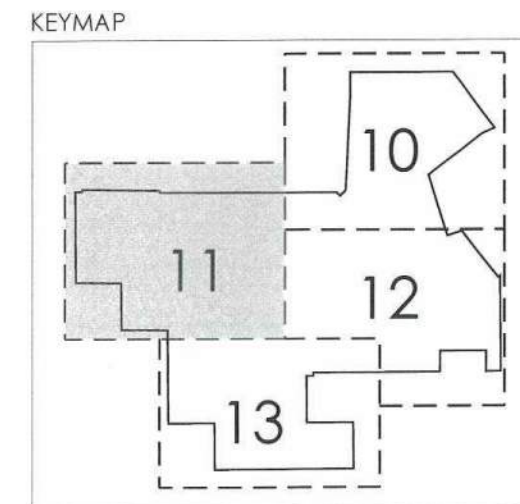
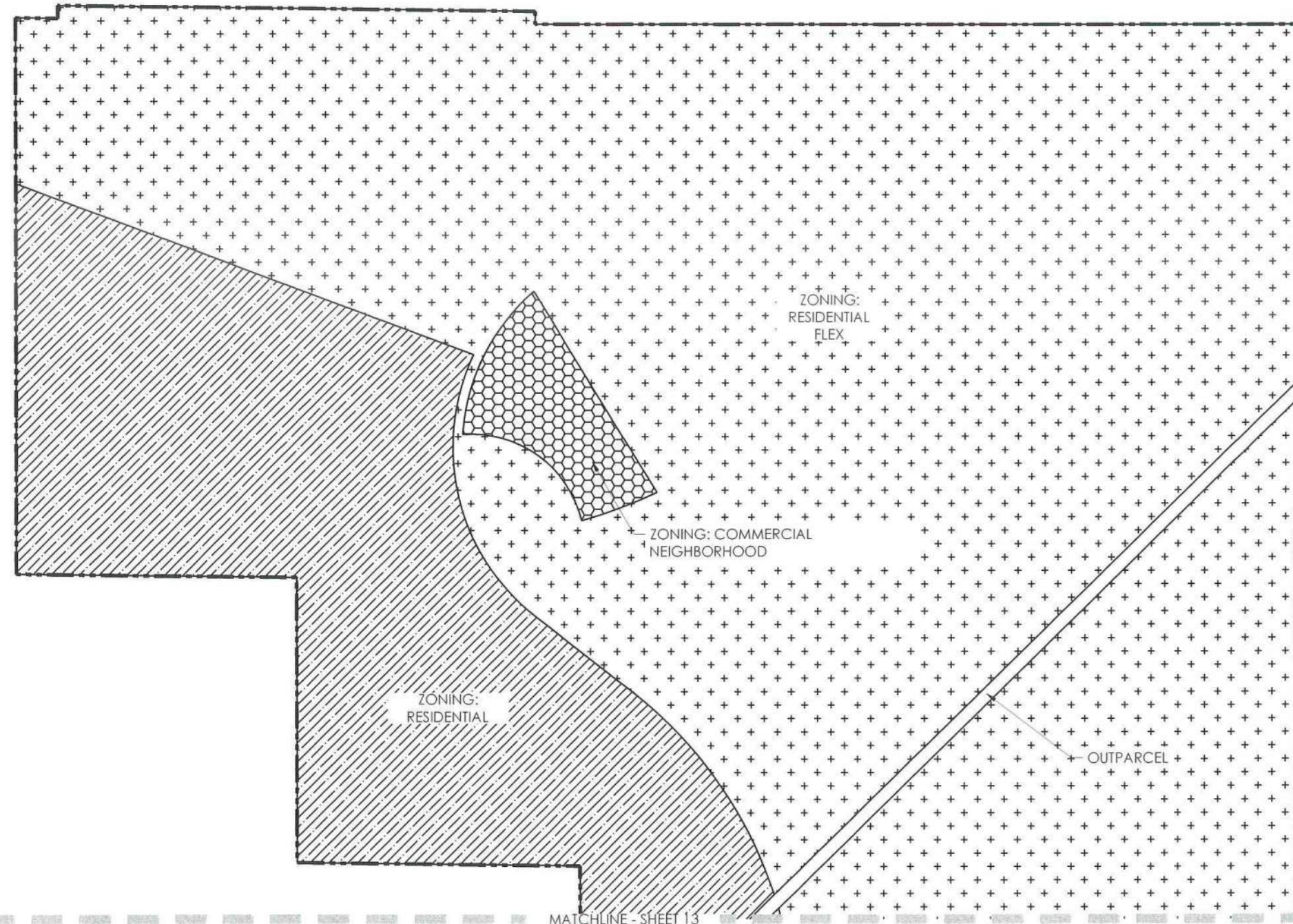


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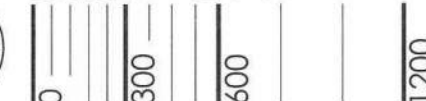
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Jerry Houghton, Tooele County County Recorder

LEGEND	
	COMMERCIAL GENERAL
	COMMERCIAL NEIGHBORHOOD
	COMMERCIAL FLEX
	RESIDENTIAL FLEX
	RESIDENTIAL
	PROPERTY BOUNDARY



Scale: 1" = 600'-0"



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITAL DATE:

5/29/2025

SHEET TITLE

ZONING PLAN

SHEET NUMBER

11

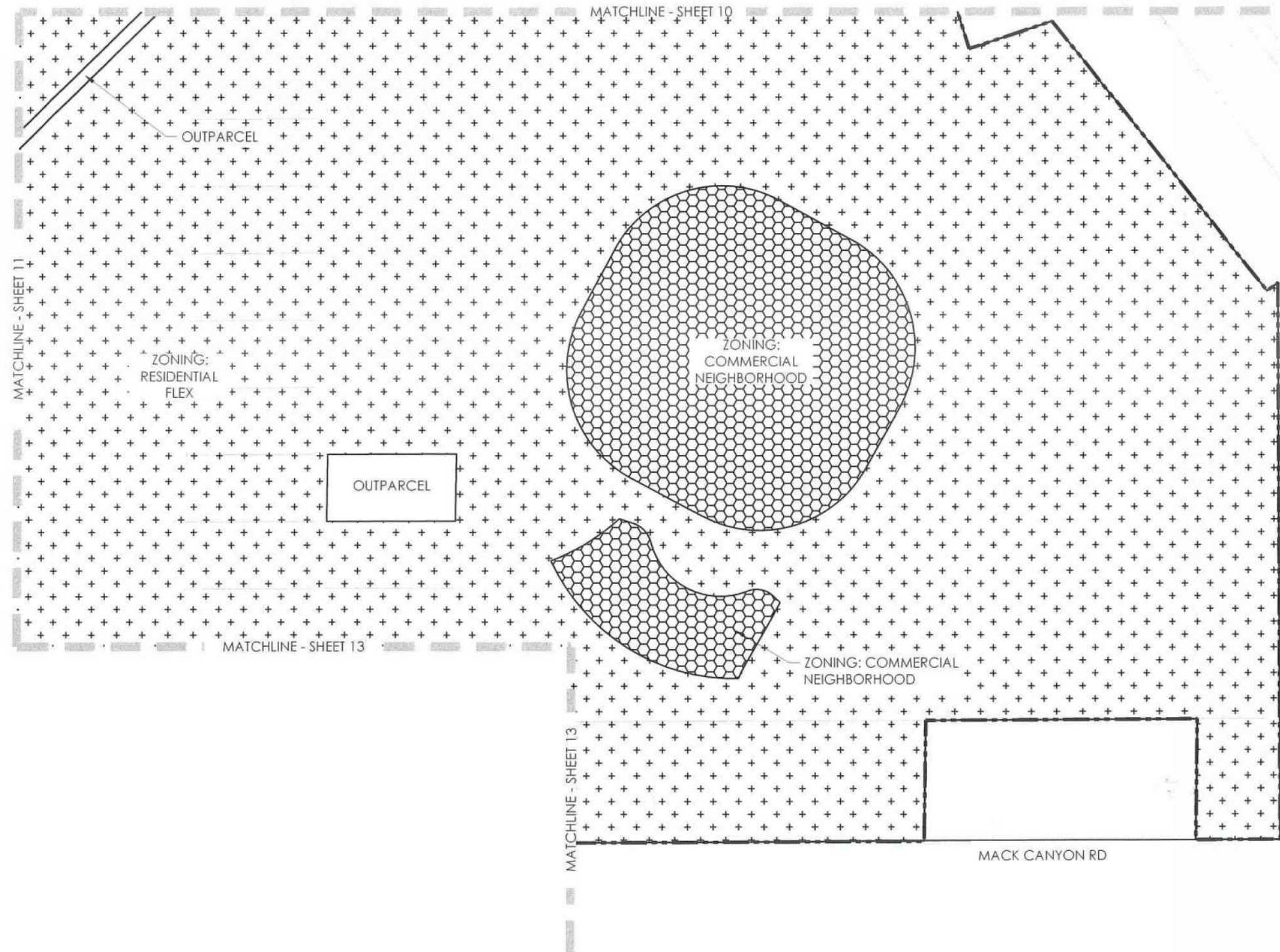
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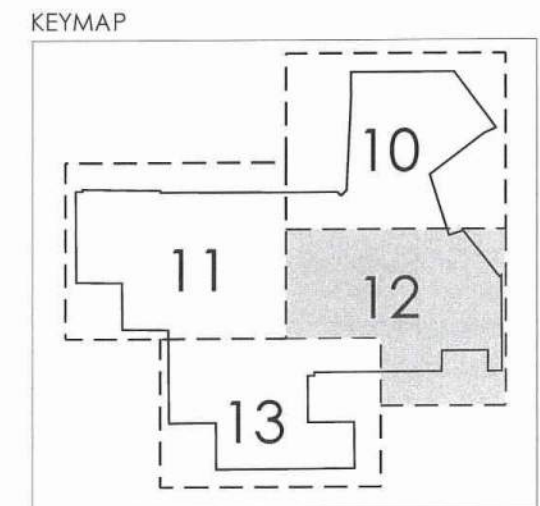
# DESERET

## ZONING OVERLAY DISTRICT

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Jerry Houghton, Tooele County County Recorder



LEGEND	
	COMMERCIAL GENERAL
	COMMERCIAL NEIGHBORHOOD
	COMMERCIAL FLEX
	RESIDENTIAL FLEX
	RESIDENTIAL
	PROPERTY BOUNDARY



Scale: 1" = 600'-0"



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

ZONING PLAN

SHEET NUMBER

12

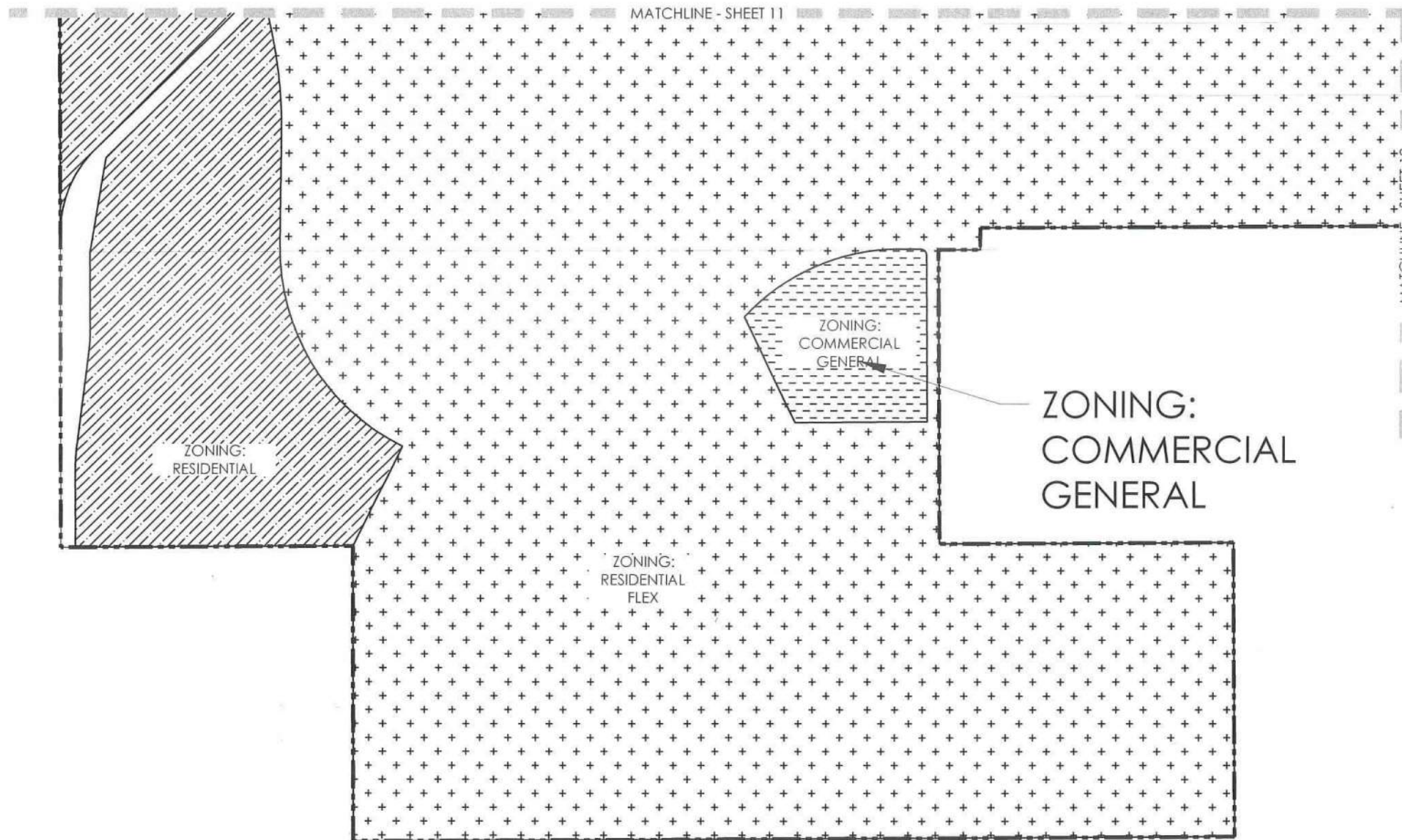
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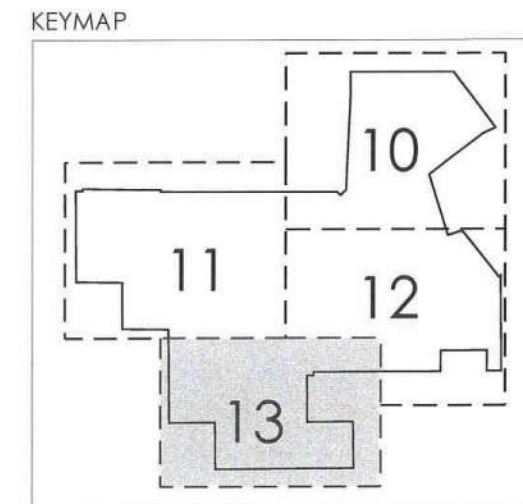
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## ZONING OVERLAY DISTRICT

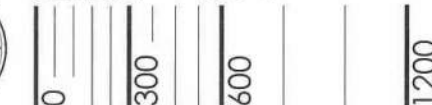
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Jerry Houghton, Tooele County County Recorder



LEGEND	
	COMMERCIAL GENERAL
	COMMERCIAL NEIGHBORHOOD
	COMMERCIAL FLEX
	RESIDENTIAL FLEX
	RESIDENTIAL
	PROPERTY BOUNDARY



Scale: 1" = 600'-0"



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

ZONING PLAN

SHEET NUMBER

13

SHEET 13 OF 51



DESERET  
ZONING OVERLAY DISTRICT

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LEGEND

RESIDENTIAL

RESIDENTIAL FLEX

COMMERCIAL NEIGHBORHOOD

COMMERCIAL GENERAL

COMMERCIAL FLEX

SCHOOL

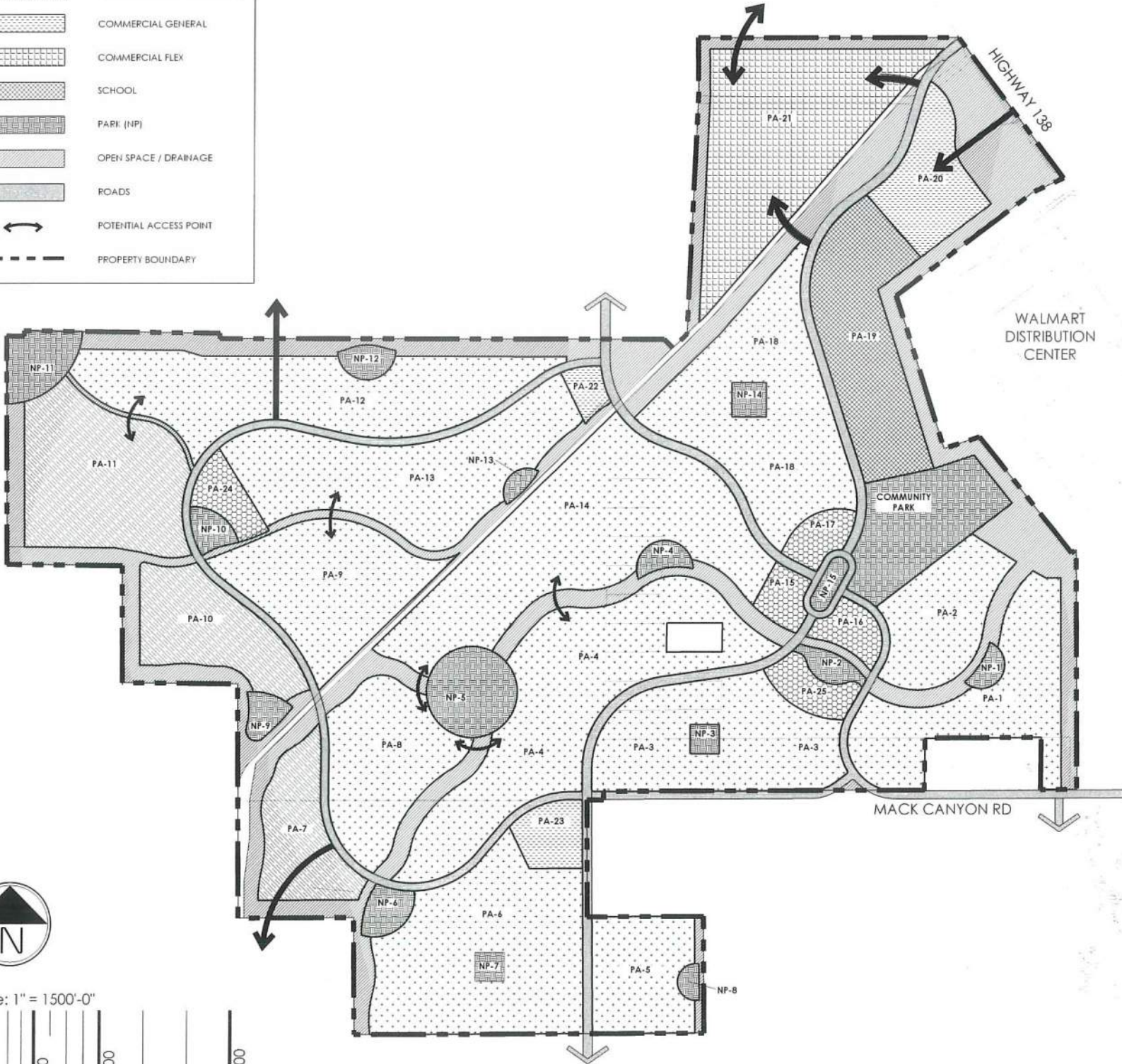
PARK (NP)

OPEN SPACE / DRAINAGE

ROADS

POTENTIAL ACCESS POINT

PROPERTY BOUNDARY



A. RESIDENTIAL UNIT TRANSFER

THE PERMITTED NUMBER OF RESIDENTIAL UNITS FOR EACH PLANNING AREA IS DEFINED IN THE PLANNING AREA SUMMARY BELOW. RESIDENTIAL UNITS MAY BE TRANSFERRED BETWEEN PLANNING AREAS BY A MAXIMUM OF 20% OF THE RECEIVING PLANNING AREA WITHOUT AN AMENDMENT TO THIS ZONING PLAN. THE TOTAL NUMBER OF 6,997 UNITS MAY NOT BE EXCEEDED WITHOUT AN AMENDMENT TO THIS ZONING PLAN.

ONCE A PLANNING AREA HAS BEEN FULLY PLATTED THROUGH THE FINAL PLAT PROCESS, ANY REMAINING RESIDENTIAL UNITS DESIGNATED ON THIS ZONING DISTRICT DOCUMENT WITHIN SAID PLANNING AREA SHALL REMAIN AVAILABLE FOR TRANSFER TO OTHER REMAINING RECIPIENT PLANNING AREAS.

B. PLANNING AREA BOUNDARIES

PLANNING AREA ACREAGES AND BOUNDARIES ARE CONCEPTUAL AND SUBJECT TO CHANGE WITH DETAILED PLANNING. PLANNING AREA ACREAGES MAY CHANGE UP TO 15%.

PLANNING AREA SUMMARY				
PLANNING AREA	LAND USE CATEGORY	AREA (ACRES)	DENSITY (DU/AC)	MAX ALLOWED DWELLING UNITS
PA-1	RESIDENTIAL FLEX	57.2	5	286
PA-2	RESIDENTIAL FLEX	37.5	8	300
PA-3	RESIDENTIAL FLEX	71.0	5	355
PA-4	RESIDENTIAL FLEX	103.3	8	826
PA-5	RESIDENTIAL FLEX	34.1	5	170
PA-6	RESIDENTIAL FLEX	93.7	5	469
PA-7	RESIDENTIAL	31.9	4	128
PA-8	RESIDENTIAL FLEX	49.5	5	248
PA-9	RESIDENTIAL FLEX	60.6	5	303
PA-10	RESIDENTIAL	39.0	4	156
PA-11	RESIDENTIAL	68.1	4	272
PA-12	RESIDENTIAL FLEX	91.8	5	459
PA-13	RESIDENTIAL FLEX	84.5	8	676
PA-14	RESIDENTIAL FLEX	116.3	7.67	892
PA-15	COMMERCIAL NEIGHBORHOOD	7.4		
PA-16	COMMERCIAL NEIGHBORHOOD	8.5		
PA-17	COMMERCIAL NEIGHBORHOOD	8.2		
PA-18	RESIDENTIAL FLEX	86.9	8	695
PA-19	RESIDENTIAL FLEX	60.0	5	300
PA-20	COMMERCIAL GENERAL	29.2		
PA-21	COMMERCIAL FLEX	92.4	5	462
PA-22	COMMERCIAL GENERAL	5.0		
PA-23	COMMERCIAL GENERAL	12.0		
PA-24	COMMERCIAL NEIGHBORHOOD	10.0		
PA-25	COMMERCIAL NEIGHBORHOOD	10.0		
COMMUNITY PARK		39.5		
NEIGHBORHOOD PARKS		78.3		
OPEN SPACE / DRAINAGE		264.2		
MAJOR R.O.W.		80.0		
TOTAL		1730.1	4.0	6,997

- NOTES:
- TWENTY-FIVE (25) ACRES WILL BE DEDICATED FOR MODERATE-INCOME HOUSING. LOCATION TO BE MUTUALLY AGREED UPON BY THE CITY OF GRANTSVILLE AND THE DEVELOPER. NO ADDITIONAL MODERATE-INCOME UNITS ARE REQUIRED. THE ACREAGE MAY BE DIVIDED BETWEEN MULTIPLE PARCELS.
  - NO MORE THAN 30 ACRES MAY BE RESIDENTIAL IN PA-21 (COMMERCIAL FLEX).

LAND USE SUMMARY		
LAND USE CATEGORY	AREA (ACRES)	PERCENTAGE OF AREA (ACRES)
COMMERCIAL GENERAL	46.2	3%
COMMERCIAL NEIGHBORHOOD	44.1	3%
COMMERCIAL FLEX	92.4	5%
SUBTOTAL	182.7	11%
RESIDENTIAL	139.0	8%
RESIDENTIAL FLEX	946.4	55%
SUBTOTAL	1085.4	63%
PARK	117.8	7%
OPEN SPACE / DRAINAGE	264.2	15%
MAJOR R.O.W.	80.0	5%
TOTAL	1730.1	100%



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

LAND USE PLAN

SHEET NUMBER

14

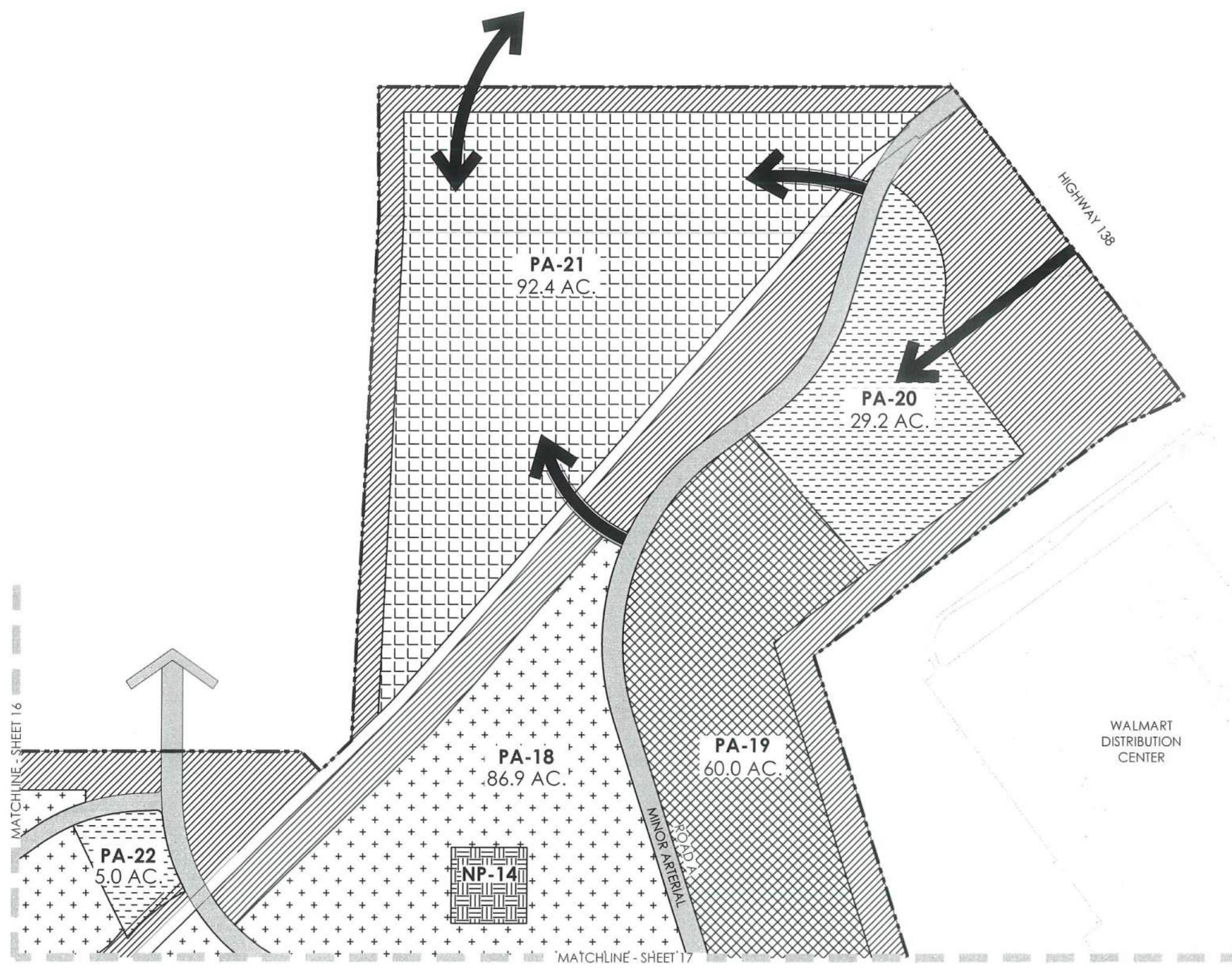
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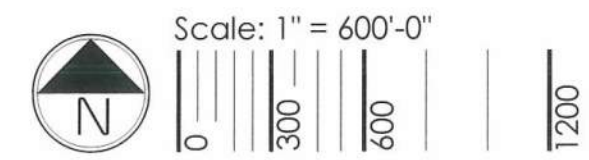
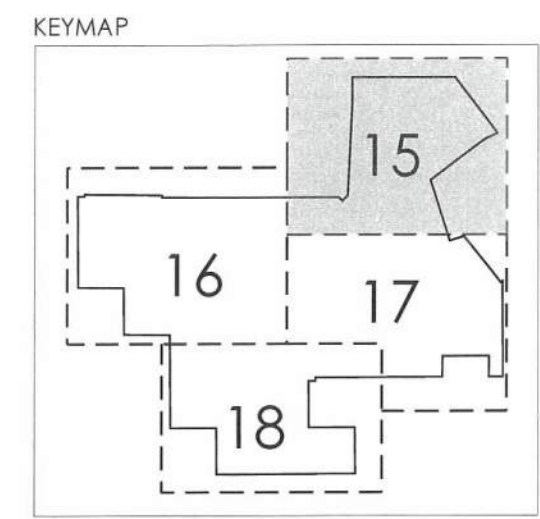
# DESERET

## ZONING OVERLAY DISTRICT

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 Jerry Houghton, Tooele County County Recorder



LEGEND	
	RESIDENTIAL
	RESIDENTIAL FLEX
	COMMERCIAL NEIGHBORHOOD
	COMMERCIAL GENERAL
	COMMERCIAL FLEX
	SCHOOL
	PARK (NP)
	OPEN SPACE / DRAINAGE
	ROADS
	POTENTIAL ACCESS POINT
	PROPERTY BOUNDARY



PROJECT NAME

DESERET  
 ZONING OVERLAY DISTRICT  
 GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

LAND USE PLAN

SHEET NUMBER

15

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# DESERET

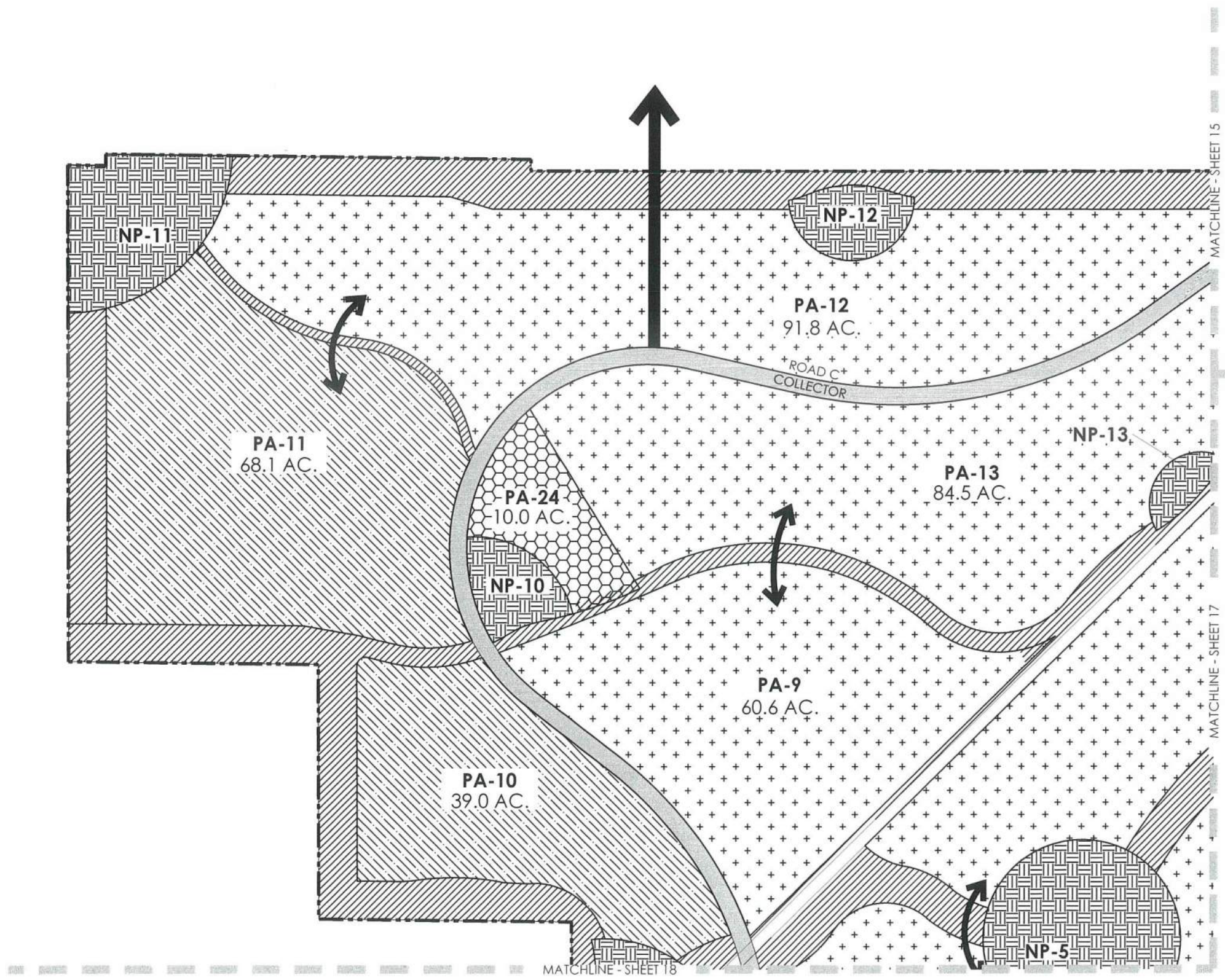
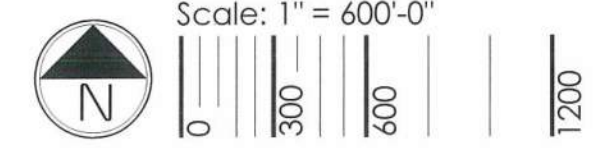
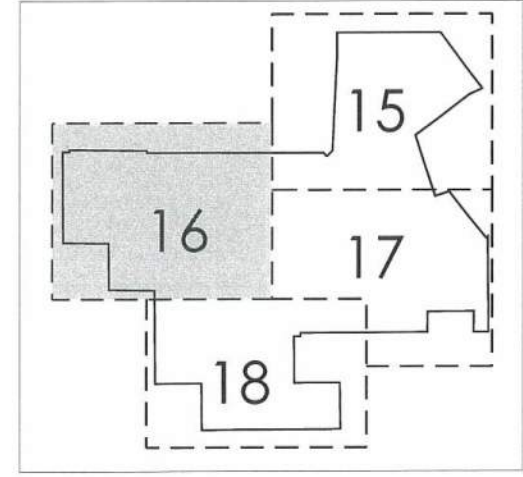
## ZONING OVERLAY DISTRICT

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Jerry Houghton, Tooele County County Recorder

### LEGEND

- RESIDENTIAL
- RESIDENTIAL FLEX
- COMMERCIAL NEIGHBORHOOD
- COMMERCIAL GENERAL
- COMMERCIAL FLEX
- SCHOOL
- PARK (NP)
- OPEN SPACE / DRAINAGE
- ROADS
- POTENTIAL ACCESS POINT
- PROPERTY BOUNDARY

### KEYMAP



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

LAND USE PLAN

SHEET NUMBER

16

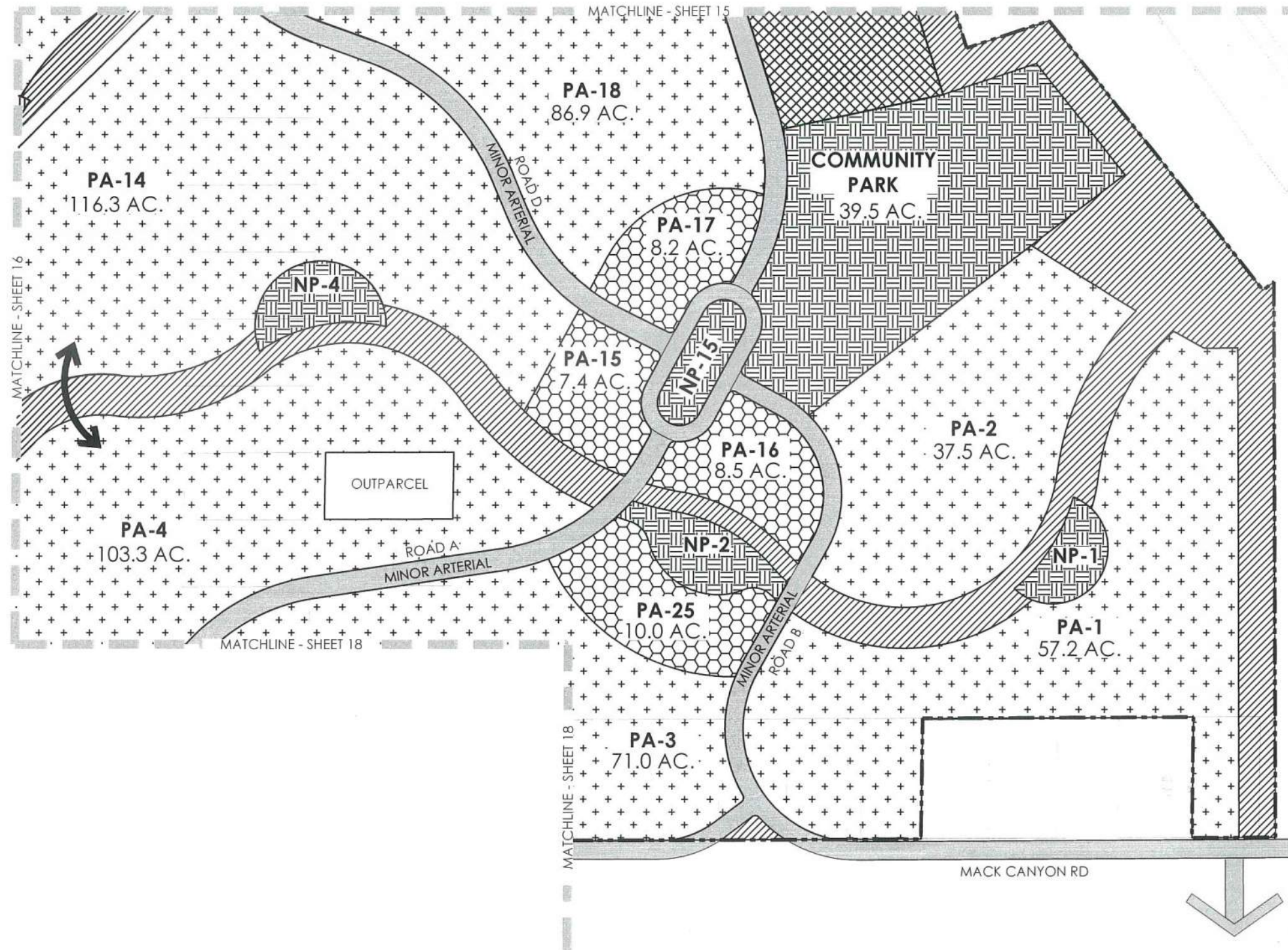
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# DESERET

## ZONING OVERLAY DISTRICT

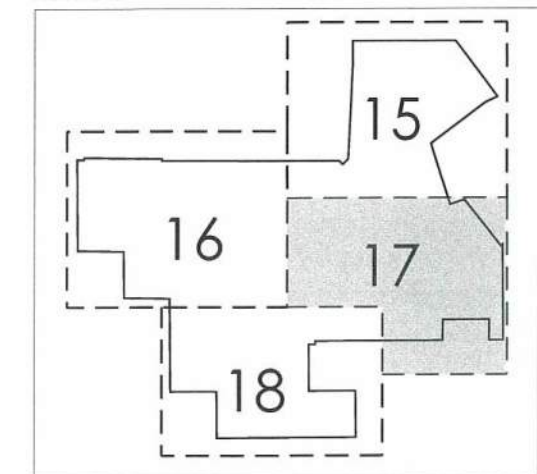
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Jerry Houghton, Tooele County County Recorder



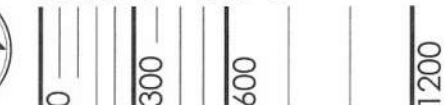
### LEGEND

	RESIDENTIAL
	RESIDENTIAL FLEX
	COMMERCIAL NEIGHBORHOOD
	COMMERCIAL GENERAL
	COMMERCIAL FLEX
	SCHOOL
	PARK (NP)
	OPEN SPACE / DRAINAGE
	ROADS
	POTENTIAL ACCESS POINT
	PROPERTY BOUNDARY

### KEYMAP



Scale: 1" = 600'-0"



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

LAND USE PLAN

SHEET NUMBER

17

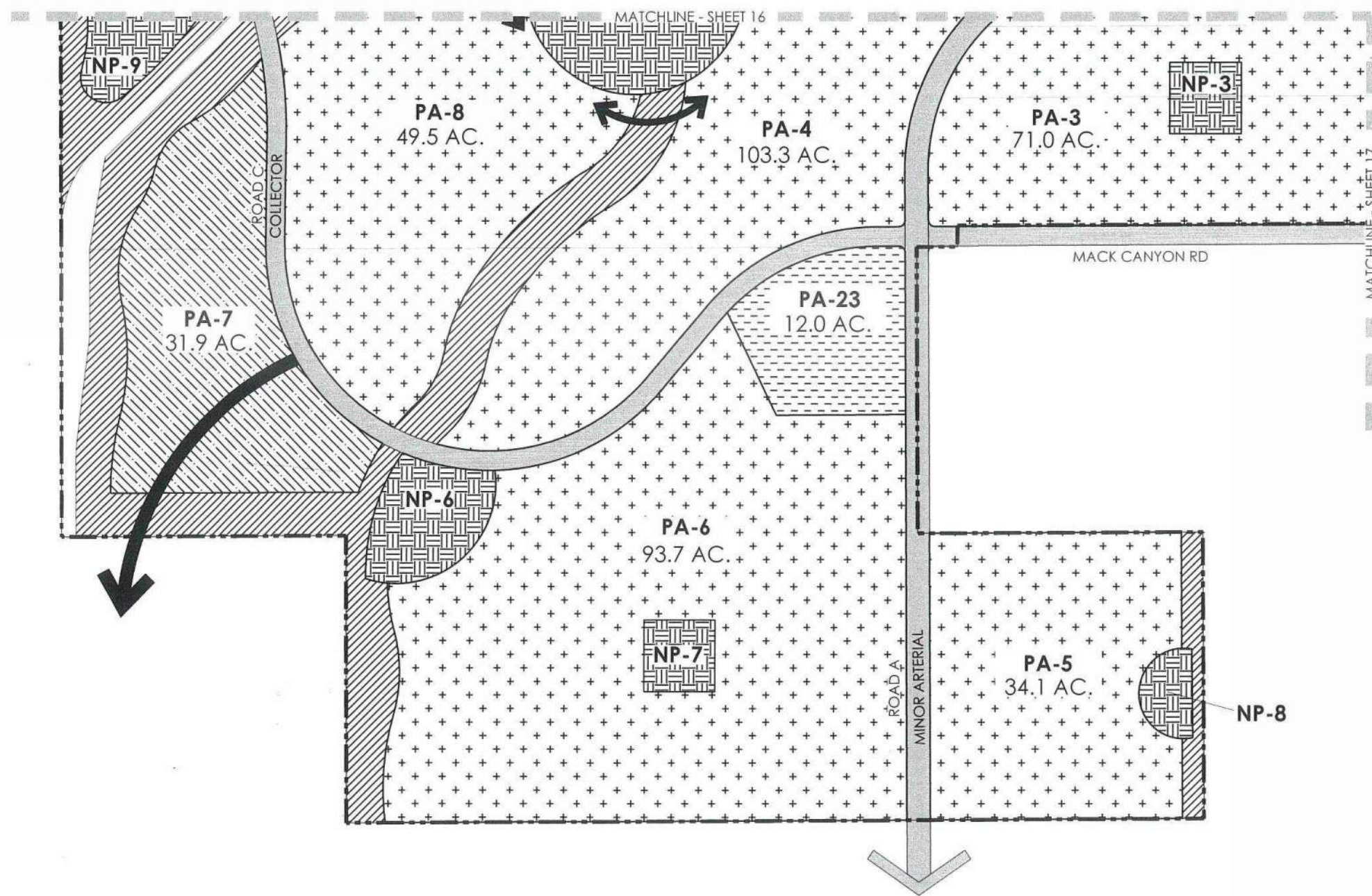
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# DESERET

## ZONING OVERLAY DISTRICT

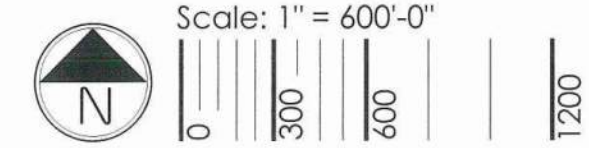
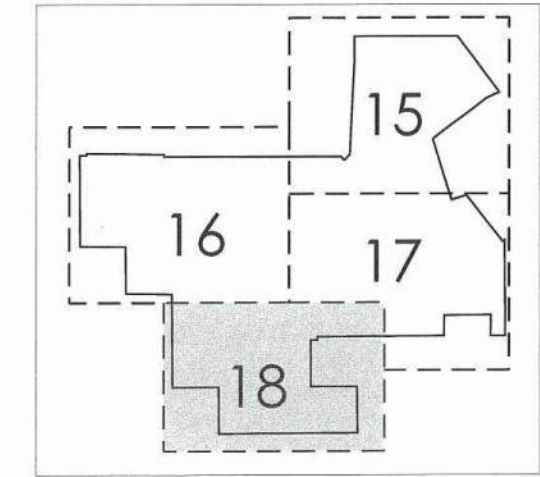
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 Jerry Houghton, Tooele County County Recorder



### LEGEND

- RESIDENTIAL
- RESIDENTIAL FLEX
- COMMERCIAL NEIGHBORHOOD
- COMMERCIAL GENERAL
- COMMERCIAL FLEX
- SCHOOL
- PARK (NP)
- OPEN SPACE / DRAINAGE
- ROADS
- POTENTIAL ACCESS POINT
- PROPERTY BOUNDARY

### KEYMAP



PROJECT NAME

DESERET  
 ZONING OVERLAY DISTRICT  
 GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

LAND USE PLAN

SHEET NUMBER

18

SHEET 18 OF 51



DESERET  
ZONING OVERLAY DISTRICT

USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
RESIDENTIAL						
CONGREGATE CARE FACILITY	-	P	-	-	P	1 SPACE PER 3 DWELLING UNITS
GREEN COURT HOME	-	P	-	-	-	2 SPACES PER UNIT
GROUP HOME, LARGE	-	C	-	-	C	1 SPACE PER 3 DWELLING UNITS
GROUP HOME, SMALL	-	C	-	-	C	1 SPACE PER 3 DWELLING UNITS
COTTAGE HOME	-	P	-	-	-	2 SPACES PER UNIT
MULTI-FAMILY DWELLINGS OF A DENSITY NOT GREATER THAN 18 DU/AC	-	P	-	-	P	2 SPACES PER UNIT, PLUS VISITOR PARKING AT RATES OF 1 SPACE PER UNIT FOR THE FIRST 10 UNITS AND 1 SPACE PER UNIT FOR EVERY 2 UNITS AFTER THE FIRST 10 UNITS
RESIDENTIAL FACILITIES FOR HANDICAPPED OR ELDERLY	-	P	-	-	P	1 SPACE PER 3 DWELLING UNITS
SINGLE FAMILY ATTACHED DWELLINGS	-	P	-	-	C (4)	2 SPACES PER UNIT, PLUS VISITOR PARKING AT RATES OF 1 SPACE PER UNIT FOR THE FIRST 10 UNITS AND 1 SPACE PER UNIT FOR EVERY 2 UNITS AFTER THE FIRST 10 UNITS
SINGLE FAMILY DETACHED DWELLINGS	P	P	-	-	-	2 SPACES PER UNIT
SINGLE FAMILY DETACHED ESTATE DWELLINGS	P	P	-	-	-	2 SPACES PER UNIT
TWIN HOME DWELLINGS	-	P	-	-	C (4)	2 SPACES PER UNIT
TWO FAMILY DWELLINGS	-	P	-	-	C (4)	2 SPACES PER UNIT
USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
AGRICULTURAL						
FAMILY FOOD PRODUCTION AND THE RAISING OF HORSES (1)	C	C	-	-	-	N/A
FRUIT/VEGETABLE STAND	C	C	P	P	P	N/A
GRAIN ELEVATOR	-	-	-	-	P	N/A
PUBLIC STABLE, RIDING ACADEMY OR RIDING RING, HORSE SHOW BARNS OR FACILITIES	-	-	-	-	P	4 SPACES PER 1,000 SF OF GROSS FLOOR AREA
RAISING OF RABBITS, DUCKS, CHICKENS (HENS ONLY), OR TURKEYS WITH NOT MORE THAN SIX SUCH ANIMALS IN ANY COMBINATION, PROVIDED THAT APPROPRIATE CAGES, PENS, COOPS, HOUSES, ETC. SHALL BE PROVIDED FOR WHEN THESE ANIMALS ARE KEPT OUTDOORS	P	C	-	-	-	N/A
THE TILLING OF THE SOIL, THE RAISING OF CROPS, HORTICULTURE AND HOME GARDENING	P	P	-	-	-	N/A

NOTES

1. THE FIRST LARGE ANIMAL (FULLY GROWN) SHALL HAVE 10,000 SQ. FT. OF OPEN AREA, EACH ADDITIONAL LARGE ANIMAL SHALL HAVE AN ADDITIONAL 2,000 SQ. FT. OF OPEN AREA; EACH MEDIUM SIZED ANIMAL (FULLY GROWN) SHALL HAVE 4,000 SQ. FT. OF OPEN AREA AND EACH SMALL SIZED ANIMAL (FULLY GROWN) SHALL HAVE 500 SQ. FT. OF OPEN AREA. THE AREA OF STABLES, BARNS AND PENS ACCESSIBLE TO REGULATE ANIMALS MAY COUNT TOWARDS THE OPEN AREA REQUIREMENTS. NO ANIMAL SHALL BE KEPT, CORRALLED, PENNED, OR RAISED WITHIN 100' FROM ANY PRE-EXISTING RESIDENTIAL DWELLING LOCATED ON AN ADJOINING LOT. THERE IS NO SETBACK REQUIREMENT FROM NEIGHBORING RESIDENTIAL DWELLINGS IF A C.U.P. HAS BEEN ISSUED PRIOR TO THE START OF CONSTRUCTION OF A RESIDENTIAL DWELLING ON AN ADJOINING LOT.
2. IN ADDITION TO THOSE LISTED ABOVE, ALL USES PERMITTED IN THE CITY OF GRANTSVILLE C-S DISTRICT SHALL BE PERMITTED IN THE RESIDENTIAL FLEX AND COMMERCIAL NEIGHBORHOOD ZONING OVERLAY DISTRICTS. DEVELOPMENT STANDARDS FOR COMMERCIAL USES, INCLUDING MINIMUM LOT SIZE AND SETBACKS, WILL FOLLOW THE C-S DISTRICT.
3. IN ADDITION TO THOSE LISTED ABOVE, ALL USES PERMITTED IN THE CITY OF GRANTSVILLE C-G DISTRICT SHALL BE PERMITTED IN THE COMMERCIAL GENERAL AND COMMERCIAL FLEX ZONING OVERLAY DISTRICTS. DEVELOPMENT STANDARDS FOR COMMERCIAL USES, INCLUDING MINIMUM LOT SIZE AND SETBACKS, WILL FOLLOW THE C-G DISTRICT.
4. A 50-FOOT LANDSCAPE BUFFER SHALL BE REQUIRED BETWEEN RESIDENTIAL AND COMMERCIAL USES.

DEFINITIONS

- GREEN COURT HOME - A CONFIGURATION OF REAR-LOADED SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS WHERE THE FRONT DOOR FACES ONTO A COMMON GREEN SPACE.
- COTTAGE HOME - A CONFIGURATION OF SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS SHARING A COMMON PRIVATE ACCESS DRIVE.
- SINGLE FAMILY ATTACHED DWELLING - A BUILDING CONTAINING THREE OR MORE DWELLINGS THAT HAVE AT LEAST ONE SHARED WALL AND EXIST ON SEPARATE LOTS.
- TWIN HOME DWELLING - A BUILDING CONTAINING TWO DWELLINGS THAT HAVE A SHARED WALL AND EXIST ON SEPARATE LOTS.
- TWO FAMILY DWELLING - A BUILDING CONTAINING TWO DWELLINGS THAT HAVE A SHARED WALL AND EXIST ON THE SAME LOT.
- OFFICE FLEX - A TYPE OF DEVELOPMENT DESIGNED TO BE VERSATILE, WHICH MAY INCLUDE A COMBINATION OF USES INCLUDING, BUT NOT LIMITED TO, OFFICE, RESEARCH AND DEVELOPMENT, QUASI-RETAIL SALES, WHOLESALE OPERATIONS, CRAFT MANUFACTURING, WAREHOUSE, AND/OR DISTRIBUTION USES.

LEGEND

- P PERMITTED USE  
- USE NOT PERMITTED  
C CONDITIONAL USE



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

LAND USE MATRIX

SHEET NUMBER

19

SHEET 19 OF 51



DESERET  
ZONING OVERLAY DISTRICT

USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
COMMERCIAL						
DATA CENTER	-	-	-	-	P	0.5 SPACE PER 1,000 SF OF GROSS FLOOR AREA
OFFICE FLEX	-	-	-	-	P	2 SPACES PER 1,000 SF OF GROSS FLOOR AREA
USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
RECREATIONAL, CULTURAL, AND ENTERTAINMENT						
COMMUNITY & RECREATION CENTERS	P	P	P	P	P	4 SPACES PER 1,000 SF OF GROSS FLOOR AREA
COMMUNITY GARDENS	P	P	P	P	P	N/A
COMMUNITY OUTDOOR RECREATION	P	P	P	P	P	N/A
GOLF COURSE	-	P	P	P	P	4 SPACES PER HOLE, PLUS 1 SPACE PER PRACTICE TEE, PLUS 1 SPACE PER 400 SF OF PRO SHOP OR CONCESSION AREA
NATURAL OPEN SPACE & CONSERVATION AREAS	P	P	P	P	P	N/A
PARKS AND PLAYGROUNDS, PUBLIC AND PRIVATE, LESS THAN FIVE ACRES IN SIZE	P	P	P	P	P	N/A
PARKS AND PLAYGROUNDS, PUBLIC AND PRIVATE, FIVE ACRES OR MORE IN SIZE	P	P	P	P	P	1 SPACE PER ACRE
PEDESTRIAN PATHWAYS, TRAILS & GREENWAYS	P	P	P	P	P	N/A
PRIVATE CLUB	P	P	P	P	P	4.37 SPACES PER 1,000 SF OF GROSS FLOOR AREA
PRIVATE RECREATIONAL GROUNDS AND FACILITIES NOT OPEN TO THE PUBLIC, IN WHICH NO ADMISSION CHARGE IS MADE	P	P	P	P	P	4.37 SPACES PER 1,000 SF OF GROSS FLOOR AREA

NOTES

- THE FIRST LARGE ANIMAL (FULLY GROWN) SHALL HAVE 10,000 SQ. FT. OF OPEN AREA, EACH ADDITIONAL LARGE ANIMAL SHALL HAVE AN ADDITIONAL 2,000 SQ. FT. OF OPEN AREA; EACH MEDIUM SIZED ANIMAL (FULLY GROWN) SHALL HAVE 4,000 SQ. FT. OF OPEN AREA AND EACH SMALL SIZED ANIMAL (FULLY GROWN) SHALL HAVE 500 SQ. FT. OF OPEN AREA. THE AREA OF STABLES, BARNs AND PENS ACCESSIBLE TO REGULATE ANIMALS MAY COUNT TOWARDS THE OPEN AREA REQUIREMENTS. NO ANIMAL SHALL BE KEPT, CORRALLED, PENNED, OR RAISED WITHIN 100' FROM ANY PRE-EXISTING RESIDENTIAL DWELLING LOCATED ON AN ADJOINING LOT. THERE IS NO SETBACK REQUIREMENT FROM NEIGHBORING RESIDENTIAL DWELLINGS IF A C.U.P. HAS BEEN ISSUED PRIOR TO THE START OF CONSTRUCTION OF A RESIDENTIAL DWELLING ON AN ADJOINING LOT.
- IN ADDITION TO THOSE LISTED ABOVE, ALL USES PERMITTED IN THE CITY OF GRANTSVILLE C-S DISTRICT SHALL BE PERMITTED IN THE RESIDENTIAL FLEX AND COMMERCIAL NEIGHBORHOOD ZONING OVERLAY DISTRICTS. DEVELOPMENT STANDARDS FOR COMMERCIAL USES, INCLUDING MINIMUM LOT SIZE AND SETBACKS, WILL FOLLOW THE C-S DISTRICT.
- IN ADDITION TO THOSE LISTED ABOVE, ALL USES PERMITTED IN THE CITY OF GRANTSVILLE C-G DISTRICT SHALL BE PERMITTED IN THE COMMERCIAL GENERAL AND COMMERCIAL FLEX ZONING OVERLAY DISTRICTS. DEVELOPMENT STANDARDS FOR COMMERCIAL USES, INCLUDING MINIMUM LOT SIZE AND SETBACKS, WILL FOLLOW THE C-G DISTRICT.
- A 50-FOOT LANDSCAPE BUFFER SHALL BE REQUIRED BETWEEN RESIDENTIAL AND COMMERCIAL USES.

DEFINITIONS

- GREEN COURT HOME - A CONFIGURATION OF REAR-LOADED SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS WHERE THE FRONT DOOR FACES ONTO A COMMON GREEN SPACE.
- COTTAGE HOME - A CONFIGURATION OF SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS SHARING A COMMON PRIVATE ACCESS DRIVE.
- SINGLE FAMILY ATTACHED DWELLING - A BUILDING CONTAINING THREE OR MORE DWELLINGS THAT HAVE AT LEAST ONE SHARED WALL AND EXIST ON SEPARATE LOTS.
- TWIN HOME DWELLING - A BUILDING CONTAINING TWO DWELLINGS THAT HAVE A SHARED WALL AND EXIST ON SEPARATE LOTS.
- TWO FAMILY DWELLING - A BUILDING CONTAINING TWO DWELLINGS THAT HAVE A SHARED WALL AND EXIST ON THE SAME LOT.
- OFFICE FLEX - A TYPE OF DEVELOPMENT DESIGNED TO BE VERSATILE, WHICH MAY INCLUDE A COMBINATION OF USES INCLUDING, BUT NOT LIMITED TO, OFFICE, RESEARCH AND DEVELOPMENT, QUASI-RETAIL SALES, WHOLESALE OPERATIONS, CRAFT MANUFACTURING, WAREHOUSE, AND/OR DISTRIBUTION USES.

LEGEND

- P PERMITTED USE  
- USE NOT PERMITTED  
C CONDITIONAL USE



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

LAND USE MATRIX

SHEET NUMBER

20

SHEET 20 OF 51



DESERET  
ZONING OVERLAY DISTRICT

USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
INSTITUTIONAL						
CHILD DAY CARE CENTER (IN A HOME, NO MORE THAN 12 CHILDREN AT ANY ONE TIME WITH 1 PROVIDER AND UP TO 16 WITH 2 PROVIDERS, INCLUDING THOSE RESIDING IN THE HOME WITH NO MORE THAN 2 CHILDREN UNDER THE AGE OF TWO)	C	C	-	-	C	N/A
NURSING CARE FACILITY	-	P	P	P	P	1 SPACE PER 3 DWELLING UNITS
PLACES OF WORSHIP	P	P	P	P	P	1.25 SPACE PER 4 SEATS OR 6 LINEAR FEET OF PEW
PERSONAL WIRELESS TELECOMMUNICATION FACILITIES	P	P	P	P	P	N/A
PRE-SCHOOL (IN A HOME, NO MORE THAN 10 CHILDREN FROM THE AGES OF 4 TO 6 YEARS IN AGE, INCLUDING THOSE RESIDING IN THE HOME, WITH A MAXIMUM LENGTH OF FOUR HOURS FOR THOSE WHO DO NOT RESIDE THERE)	C	C	-	-	C	N/A
PRE-SCHOOL (A COMMERCIAL OPERATION, NOT IN A HOME, NO MORE THAN 20 CHILDREN FROM THE AGES OF 4 TO 6 YEARS IN AGE, AT ANY ONE TIME, FOR A PERIOD NOT TO EXCEED FOUR HOURS)	-	P	P	P	P	1 SPACE PER 2 EMPLOYEES, PLUS 2 ADDITIONAL PARKING SPACES, PLUS 1 LOADING SPACE PER 8 CLIENTS
PRIVATE EDUCATIONAL INSTITUTION HAVING A CURRICULUM SIMILAR TO THE PUBLIC SCHOOLS, GRADES K-12	P	P	P	P	P	EXCEPT HIGH SCHOOL: 1 SPACE PER 3 EMPLOYEES, PLUS 5 SPACES, HIGH SCHOOL: 1 SPACE PER 5 STUDENTS
PUBLIC SCHOOL, GRADES K-12	P	P	P	P	P	EXCEPT HIGH SCHOOL: 1 SPACE PER 3 EMPLOYEES, PLUS 5 SPACES, HIGH SCHOOL: 1 SPACE PER 5 STUDENTS
SCHOOLS OF HIGHER EDUCATION, COMMUNITY COLLEGES, OFF CAMPUS FACILITIES	-	-	P	P	P	1 SPACE PER 5 STUDENTS
USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
ACCESSORY USES						
ACCESSORY BUILDINGS AND USES CUSTOMARILY INCIDENTAL TO PERMITTED RESIDENTIAL USES, WHEN THE RESIDENTIAL USE HAS BEEN PREVIOUSLY ESTABLISHED OR IS CONSTRUCTED SIMULTANEOUSLY WITH THE RESIDENTIAL USE	P	P	P	-	P	N/A
HOME OCCUPATION	P	P	-	-	P	N/A
SOLAR	C	C	C	C	C	N/A
USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
TEMPORARY USES						
CONSTRUCTION EQUIPMENT AND SUPPLY TRAILER, TEMPORARY	P	P	P	P	P	N/A
CONSTRUCTION FIELD OFFICE, TEMPORARY	C	C	C	C	C	N/A
TEMPORARY BUILDINGS FOR USES INCIDENTAL TO CONSTRUCTION WORK, INCLUDING LIVING QUARTERS FOR GUARD OR NIGHT WATCHMAN, WHICH BUILDINGS MUST BE REMOVED UPON COMPLETION OR ABANDONMENT OF THE CONSTRUCTION WORK	C	C	C	C	C	N/A

NOTES

- THE FIRST LARGE ANIMAL (FULLY GROWN) SHALL HAVE 10,000 SQ. FT. OF OPEN AREA, EACH ADDITIONAL LARGE ANIMAL SHALL HAVE AN ADDITIONAL 2,000 SQ. FT. OF OPEN AREA; EACH MEDIUM SIZED ANIMAL (FULLY GROWN) SHALL HAVE 4,000 SQ. FT. OF OPEN AREA AND EACH SMALL SIZED ANIMAL (FULLY GROWN) SHALL HAVE 500 SQ. FT. OF OPEN AREA. THE AREA OF STABLES, BARNs AND PENS ACCESSIBLE TO REGULATE ANIMALS MAY COUNT TOWARDS THE OPEN AREA REQUIREMENTS. NO ANIMAL SHALL BE KEPT, CORRALLED, PENNED, OR RAISED WITHIN 100' FROM ANY PRE-EXISTING RESIDENTIAL DWELLING LOCATED ON AN ADJOINING LOT. THERE IS NO SETBACK REQUIREMENT FROM NEIGHBORING RESIDENTIAL DWELLINGS IF A C.U.P. HAS BEEN ISSUED PRIOR TO THE START OF CONSTRUCTION OF A RESIDENTIAL DWELLING ON AN ADJOINING LOT.
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- A 50-FOOT LANDSCAPE BUFFER SHALL BE REQUIRED BETWEEN RESIDENTIAL AND COMMERCIAL USES.

DEFINITIONS

- GREEN COURT HOME - A CONFIGURATION OF REAR-LOADED SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS WHERE THE FRONT DOOR FACES ONTO A COMMON GREEN SPACE.
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- SINGLE FAMILY ATTACHED DWELLING - A BUILDING CONTAINING THREE OR MORE DWELLINGS THAT HAVE AT LEAST ONE SHARED WALL AND EXIST ON SEPARATE LOTS.
- TWIN HOME DWELLING - A BUILDING CONTAINING TWO DWELLINGS THAT HAVE A SHARED WALL AND EXIST ON SEPARATE LOTS.
- TWO FAMILY DWELLING - A BUILDING CONTAINING TWO DWELLINGS THAT HAVE A SHARED WALL AND EXIST ON THE SAME LOT.
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LEGEND

- P PERMITTED USE  
- USE NOT PERMITTED  
C CONDITIONAL USE



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

LAND USE MATRIX

SHEET NUMBER

21

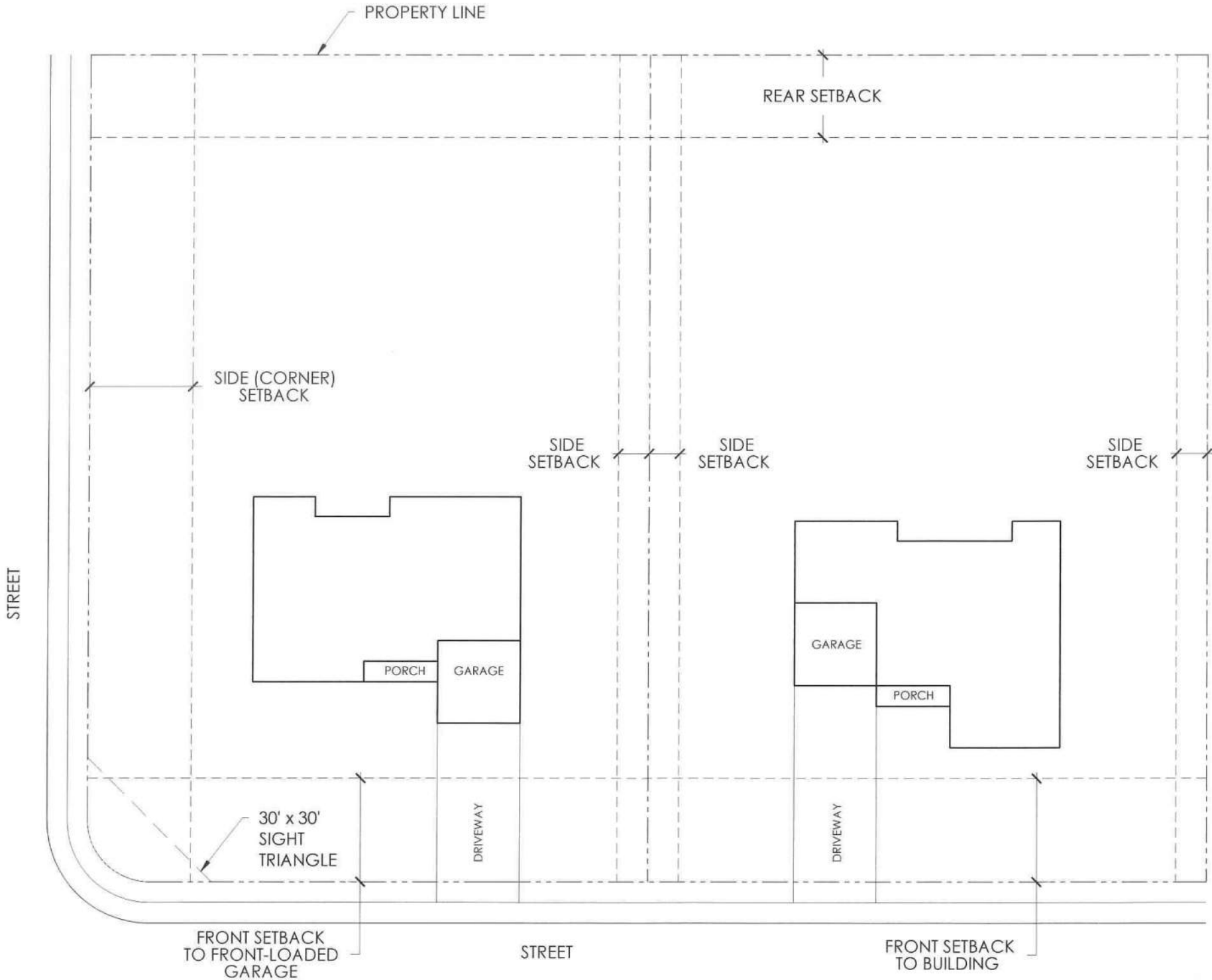
SHEET 21 OF 51



DISCLAIMER: TYPICALS ARE INTENDED TO ILLUSTRATE DEVELOPMENT STANDARDS ONLY AND DO NOT REPRESENT A SPECIFIC SITE PLAN.

DESERET  
ZONING OVERLAY DISTRICT

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Jerry Houghton, Tooele County County Recorder



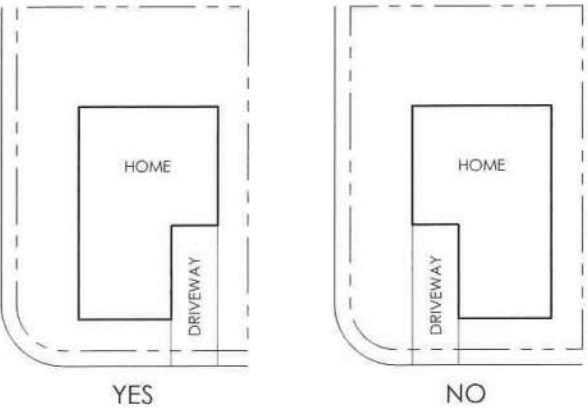
FRONT-LOADED SINGLE FAMILY DETACHED ESTATE DWELLING TYPICAL

DEVELOPMENT STANDARDS	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY DETACHED ESTATE DWELLING (FRONT-LOADED & SIDE-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	0.25 AC
MINIMUM LOT FRONTAGE / WIDTH	90'
MINIMUM BUILDING WIDTH	50'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	25'
FRONT SETBACK TO FRONT-LOADED GARAGE	25'
SIDE SETBACK	7.5'
REAR SETBACK	20'
SIDE (CORNER) SETBACK (3)	25'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	25'
SIDE SETBACK	3'
REAR SETBACK	5'
SIDE (CORNER) SETBACK	25'

- NOTES:
- BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
  - ACCESSORY BUILDINGS MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
  - BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
  - SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

ADDITIONAL NOTES FOR THIS SHEET

- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
- B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
- C. HOMES LOCATED ON A CORNER SHALL BE HANDED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

DEVELOPMENT  
STANDARDS  
SINGLE FAMILY DETACHED  
ESTATE DWELLINGS

SHEET NUMBER

22

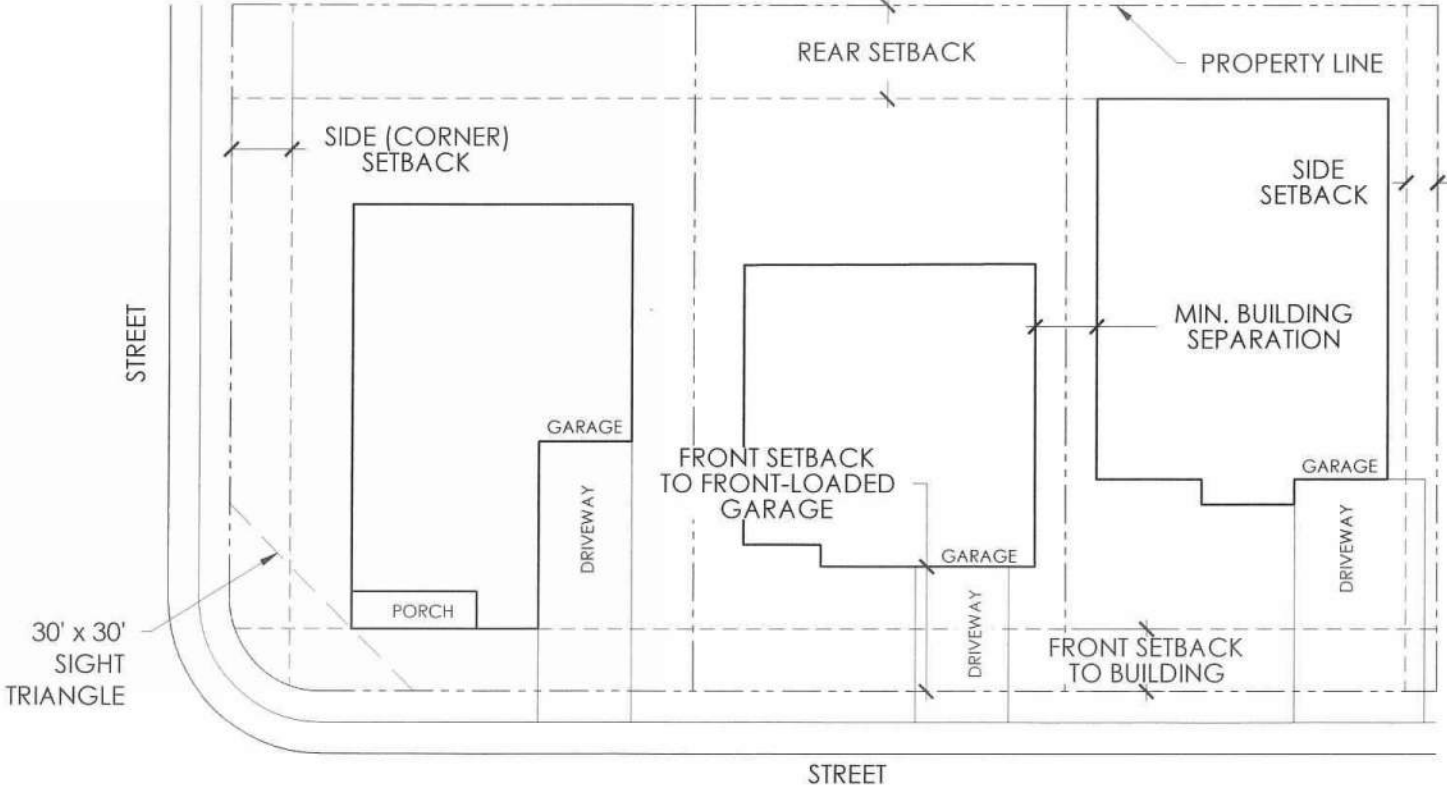
SHEET 22 OF 51



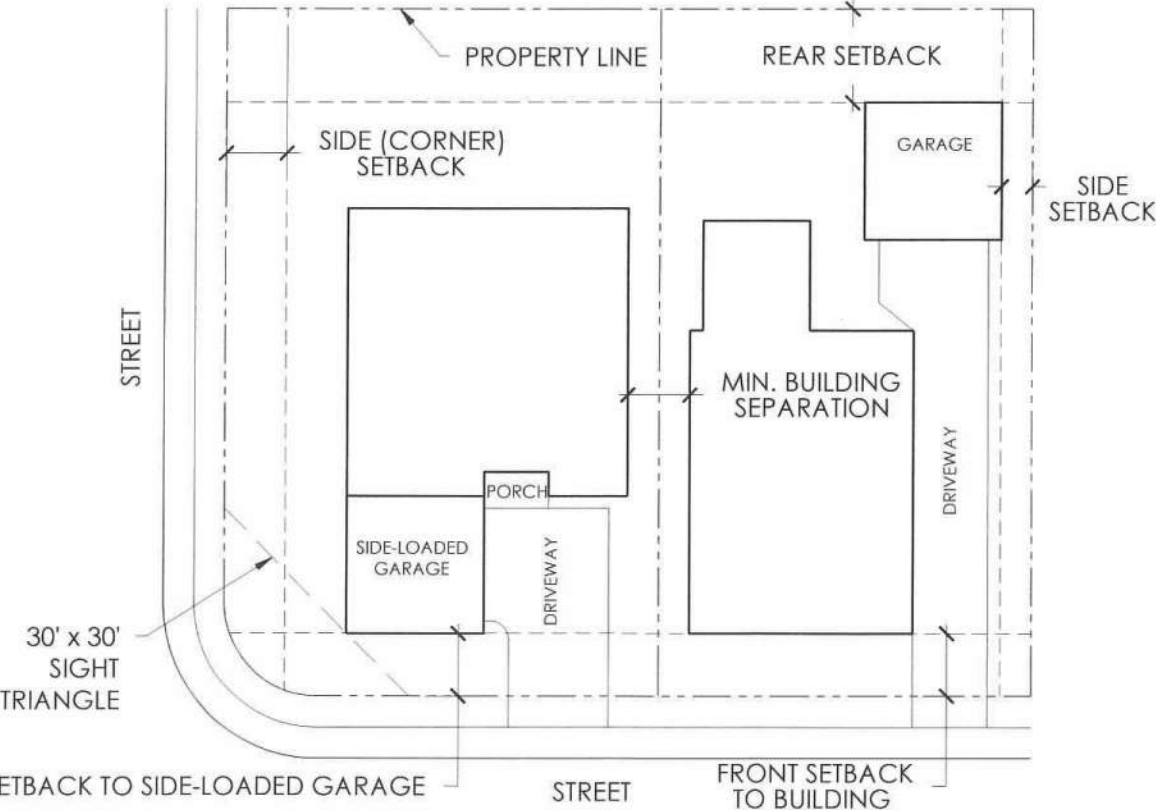
DISCLAIMER: TYPICALS ARE INTENDED TO ILLUSTRATE DEVELOPMENT STANDARDS ONLY AND DO NOT REPRESENT A SPECIFIC SITE PLAN.

DESERET  
ZONING OVERLAY DISTRICT

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Jerry Houghton, Tooele County Recorder



FRONT-LOADED SINGLE FAMILY DETACHED DWELLING TYPICAL



SIDE AND DETACHED GARAGE SINGLE FAMILY DETACHED DWELLING TYPICAL

DEVELOPMENT STANDARDS	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY DETACHED DWELLING (FRONT-LOADED & SIDE-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	4,500
MINIMUM LOT FRONTAGE / WIDTH	45'
MINIMUM BUILDING WIDTH	35'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
FRONT SETBACK TO FRONT-LOADED GARAGE	25'
FRONT SETBACK TO SIDE-LOADED GARAGE	10'
SIDE SETBACK	5'
MIN. BUILDING SEPARATION (1)	10'
REAR SETBACK	15'
SIDE (CORNER) SETBACK (3)	10'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	20'
SIDE SETBACK	3'
REAR SETBACK	5'
SIDE (CORNER) SETBACK	15'
SIDE (CORNER) SETBACK TO FRONT-LOADED GARAGE	20'

- NOTES:
- BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
  - ACCESSORY BUILDINGS MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
  - BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
  - SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.
- ADDITIONAL NOTES FOR THIS SHEET
- ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
  - BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
  - HOMES LOCATED ON A CORNER SHALL BE HANDED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.



terracedesign  
10200 E. Grand Ave., A-314  
Denver, CO 80231  
(303) 752-7887

RICK

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:  
5/29/2025

SHEET TITLE

DEVELOPMENT  
STANDARDS  
SINGLE FAMILY DETACHED  
DWELLINGS

SHEET NUMBER  
23

SHEET 23 OF 51



DESERET  
ZONING OVERLAY DISTRICT

DEVELOPMENT STANDARDS	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY DETACHED DWELLING (ALLEY-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	2,400
MINIMUM LOT FRONTAGE / WIDTH	30'
MINIMUM BUILDING WIDTH	22'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
SIDE SETBACK	5'
MIN. BUILDING SEPARATION (1)	10'
REAR SETBACK (3)	5'
SIDE (CORNER) SETBACK (4)	10'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	20'
SIDE SETBACK	3'
REAR SETBACK	3'
SIDE (CORNER) SETBACK	15'

NOTES:

1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).

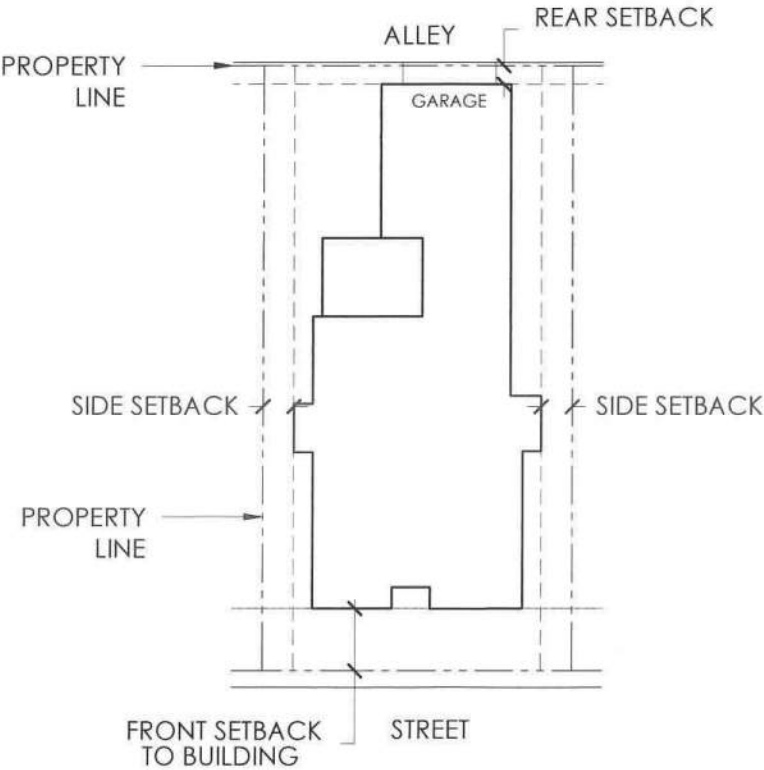
2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.

3. APRONS SHALL BE 5 FEET AND DRIVEWAYS SHALL BE 25 FEET IN LENGTH AS MEASURED FROM THE PROPERTY LINE. ALL OTHER APRON OR DRIVEWAY LENGTHS ARE NOT PERMITTED.

4. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.

5. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

6. MINIMUM FOUNDATION WIDTH SHALL BE 20 FEET. THE ADDITIONAL TWO FEET OF BUILDING WIDTH MAY INCLUDE NON-STRUCTURAL ARCHITECTURAL FEATURES SUCH AS BAY WINDOWS AND POP-OUTS.



ALLEY-LOADED SINGLE FAMILY DETACHED  
DWELLING TYPICAL

ADDITIONAL NOTES FOR THIS SHEET

- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
- B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
- C. HOMES LOCATED ON A CORNER SHALL BE HANDED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

DEVELOPMENT  
STANDARDS  
SINGLE FAMILY DETACHED  
DWELLINGS

SHEET NUMBER

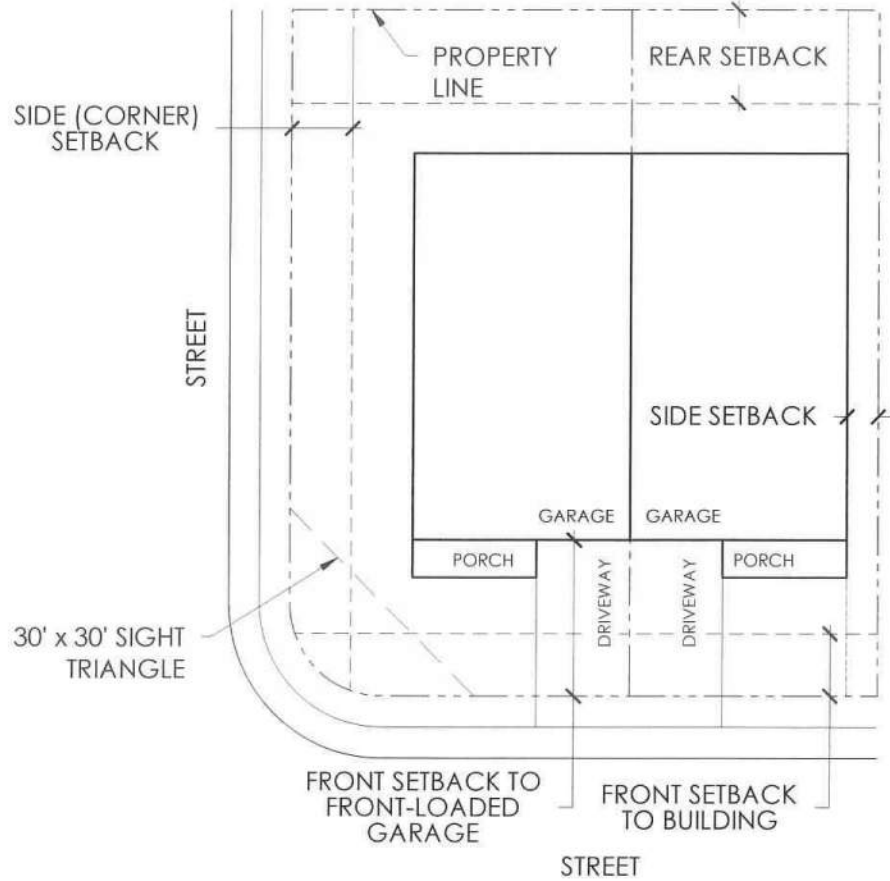
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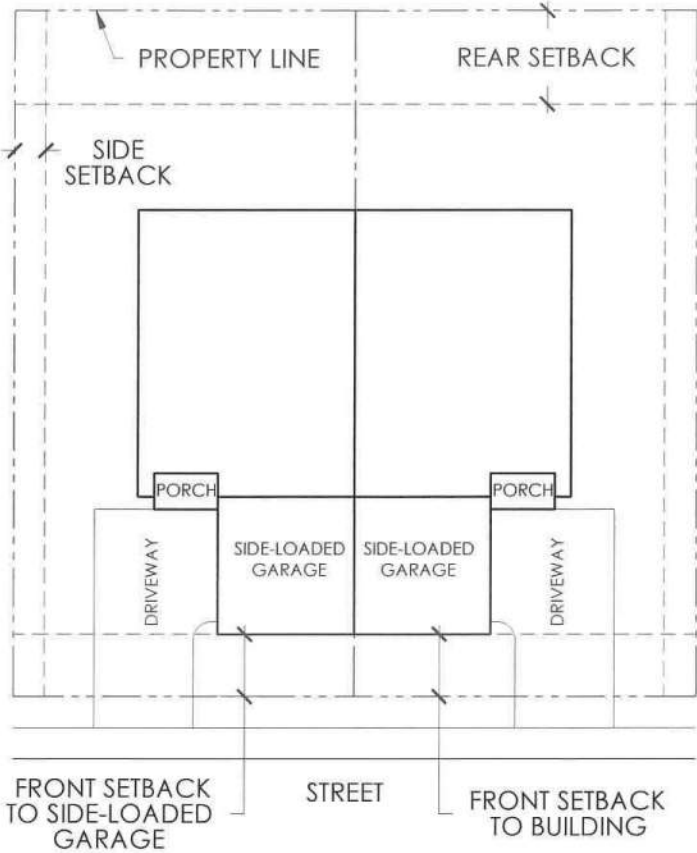
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DESERET  
ZONING OVERLAY DISTRICT

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Jerry Houghton, Tooele County County Recorder



TWIN HOME / TWO FAMILY DWELLING  
(FRONT-LOADED) TYPICAL



TWIN HOME / TWO FAMILY DWELLING  
(SIDE-LOADED) TYPICAL

ADDITIONAL NOTES FOR THIS SHEET

- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
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- C. HOMES LOCATED ON A CORNER SHALL BE HANDED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.



DEVELOPMENT STANDARDS	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
TWIN HOME / TWO FAMILY DWELLING (FRONT-LOADED & SIDE-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	4,000
MINIMUM LOT FRONTAGE / WIDTH	40'
MINIMUM BUILDING WIDTH PER UNIT	30'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
FRONT SETBACK TO FRONT-LOADED GARAGE	25'
FRONT SETBACK TO SIDE-LOADED GARAGE	10'
SIDE SETBACK	5'
MIN. BUILDING SEPARATION (1)	10'
REAR SETBACK	15'
SIDE (CORNER) SETBACK (3)	10'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	20'
SIDE SETBACK	3'
REAR SETBACK	3'
SIDE (CORNER) SETBACK	15'
SIDE (CORNER) SETBACK TO FRONT-LOADED GARAGE	20'

- NOTES:
1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
3. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
4. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

DEVELOPMENT  
STANDARDS  
TWIN HOME / TWO-FAMILY  
DWELLINGS

SHEET NUMBER

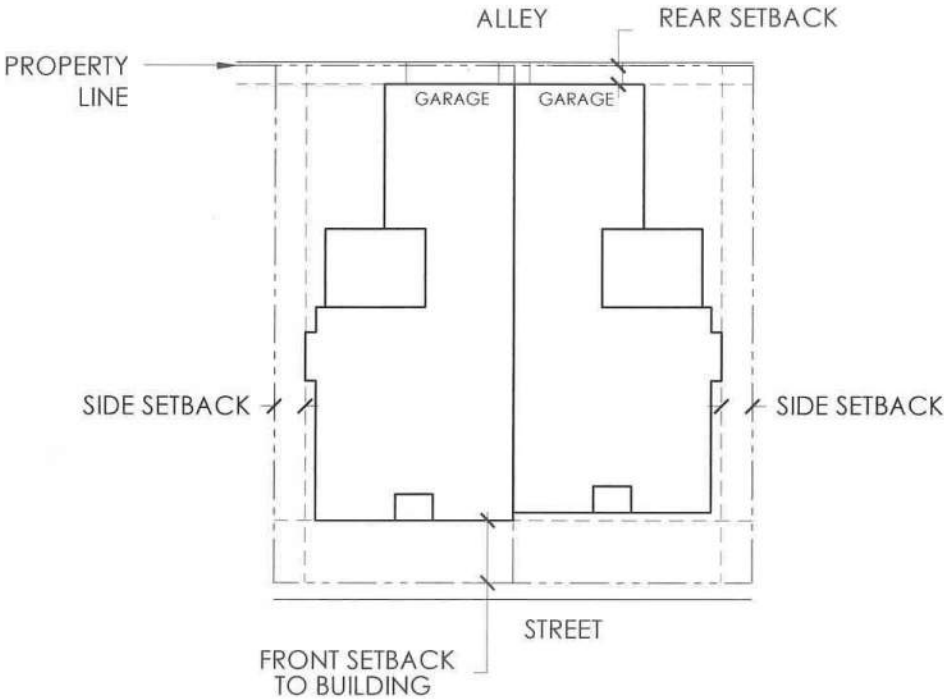
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SHEET 25 OF 51



DESERET  
ZONING OVERLAY DISTRICT

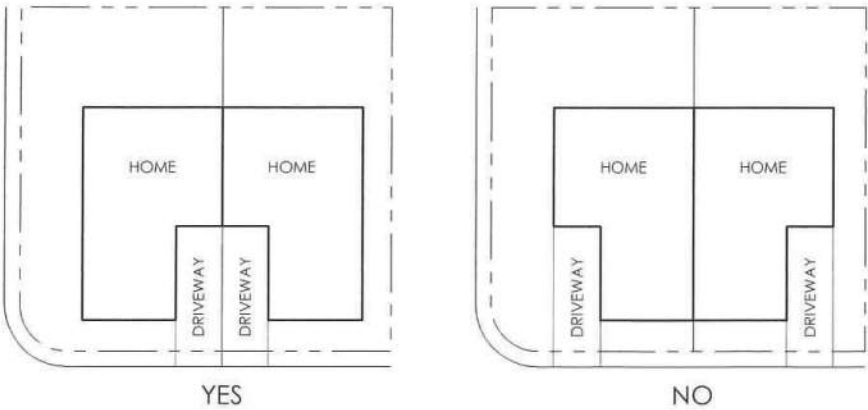
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Jerry Houghton, Tooele County County Recorder



TWIN HOME / TWO FAMILY DWELLING  
(ALLEY-LOADED) TYPICAL

ADDITIONAL NOTES FOR THIS SHEET

- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
- B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
- C. HOMES LOCATED ON A CORNER SHALL BE HANDED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.



DEVELOPMENT STANDARDS	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
TWIN HOME / TWO FAMILY DWELLING (ALLEY-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	2,400
MINIMUM LOT FRONTAGE / WIDTH	30'
MINIMUM BUILDING WIDTH PER UNIT	22'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
SIDE SETBACK	5'
MIN. BUILDING SEPARATION (1)	10'
REAR SETBACK (3)	5'
SIDE (CORNER) SETBACK (4)	10'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	20'
SIDE SETBACK	3'
REAR SETBACK	3'
SIDE (CORNER) SETBACK	15'

- NOTES:
1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
  2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
  3. APRONS SHALL BE 5 FEET AND DRIVEWAYS SHALL BE 25 FEET IN LENGTH AS MEASURED FROM THE PROPERTY LINE. ALL OTHER APRON OR DRIVEWAY LENGTHS ARE NOT PERMITTED.
  4. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
  5. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.
  6. MINIMUM FOUNDATION WIDTH SHALL BE 20 FEET. THE ADDITIONAL TWO FEET OF BUILDING WIDTH MAY INCLUDE NON-STRUCTURAL ARCHITECTURAL FEATURES SUCH AS BAY WINDOWS AND POP-OUTS.



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

DEVELOPMENT  
STANDARDS  
TWIN HOME / TWO-FAMILY  
DWELLINGS

SHEET NUMBER

26

SHEET 26 OF 51

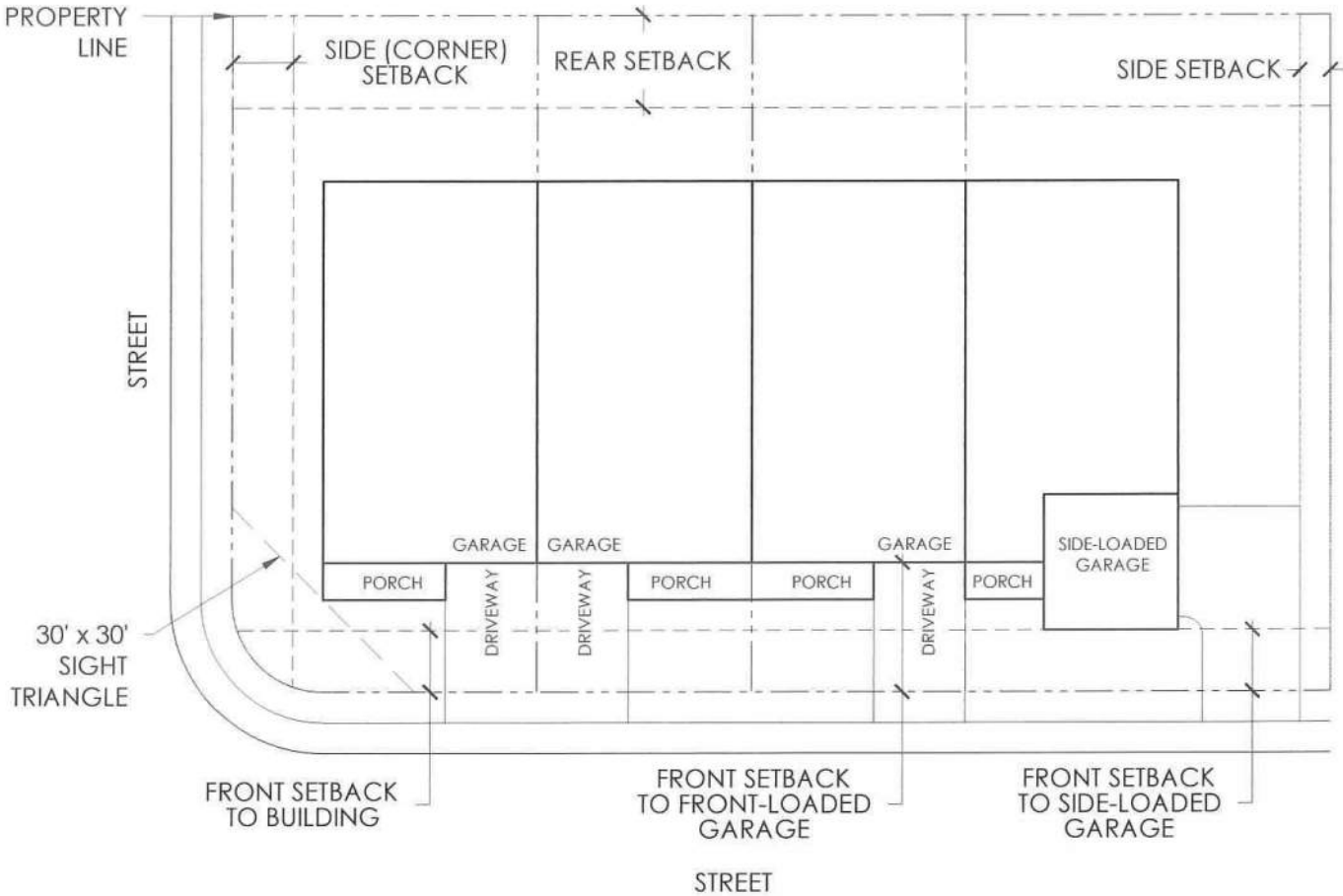


DESERET  
ZONING OVERLAY DISTRICT

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DEVELOPMENT STANDARDS	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY ATTACHED DWELLING (FRONT-LOADED & SIDE-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	2,400
MINIMUM LOT FRONTAGE / WIDTH	30'
MINIMUM BUILDING WIDTH PER UNIT	30'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
FRONT SETBACK TO FRONT-LOADED GARAGE	25'
FRONT SETBACK TO SIDE-LOADED GARAGE	10'
SIDE SETBACK	5'
MIN. BUILDING SEPARATION (1)	10'
REAR SETBACK	15'
SIDE (CORNER) SETBACK (3)	10'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	20'
SIDE SETBACK	3'
REAR SETBACK	3'
SIDE (CORNER) SETBACK	15'
SIDE (CORNER) SETBACK TO FRONT-LOADED GARAGE	20'

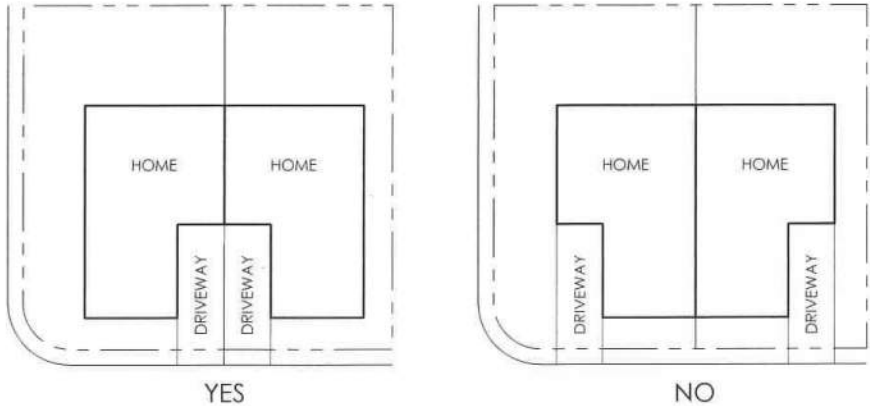
- NOTES:
1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
  2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
  3. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
  4. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.



SINGLE FAMILY ATTACHED DWELLING (FRONT-LOADED) TYPICAL

ADDITIONAL NOTES FOR THIS SHEET

- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
- B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
- C. HOMES LOCATED ON A CORNER SHALL BE HANDED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

DEVELOPMENT  
STANDARDS  
SINGLE FAMILY ATTACHED  
DWELLINGS

SHEET NUMBER

27

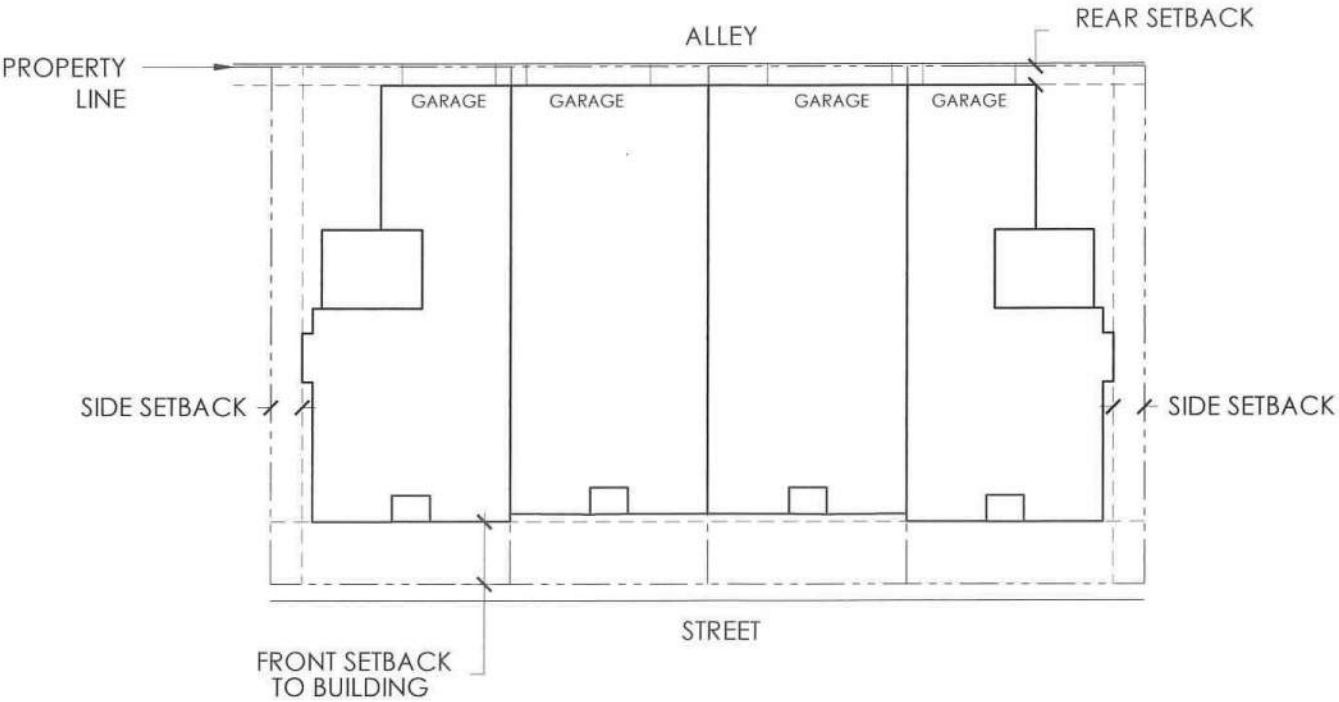
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DEVELOPMENT STANDARDS	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY ATTACHED DWELLING (ALLEY-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	2,400
MINIMUM LOT FRONTAGE / WIDTH	22'
MINIMUM BUILDING WIDTH PER UNIT	22'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
SIDE SETBACK	5'
MIN. BUILDING SEPARATION (1)	10'
REAR SETBACK (3)	5'
SIDE (CORNER) SETBACK (4)	10'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	20'
SIDE SETBACK	3'
REAR SETBACK	3'
SIDE (CORNER) SETBACK	15'

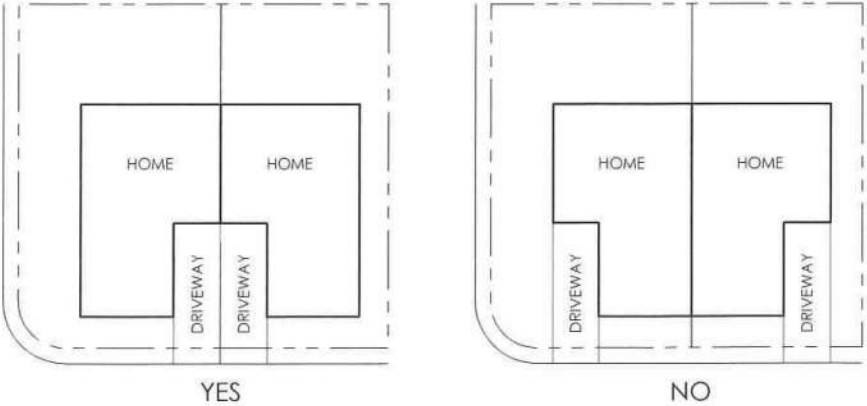
- NOTES:
- BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
  - ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
  - APRONS SHALL BE 5 FEET AND DRIVEWAYS SHALL BE 25 FEET IN LENGTH AS MEASURED FROM THE PROPERTY LINE. ALL OTHER APRON OR DRIVEWAY LENGTHS ARE NOT PERMITTED.
  - BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
  - SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.
  - MINIMUM FOUNDATION WIDTH SHALL BE 20 FEET. THE ADDITIONAL TWO FEET OF BUILDING WIDTH MAY INCLUDE NON-STRUCTURAL ARCHITECTURAL FEATURES SUCH AS BAY WINDOWS AND POP-OUTS.



SINGLE FAMILY ATTACHED DWELLING (ALLEY-LOADED) TYPICAL

ADDITIONAL NOTES FOR THIS SHEET

- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
- B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
- C. HOMES LOCATED ON A CORNER SHALL BE HANDED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

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SHEET TITLE

DEVELOPMENT  
STANDARDS  
SINGLE FAMILY ATTACHED  
DWELLINGS

SHEET NUMBER

28

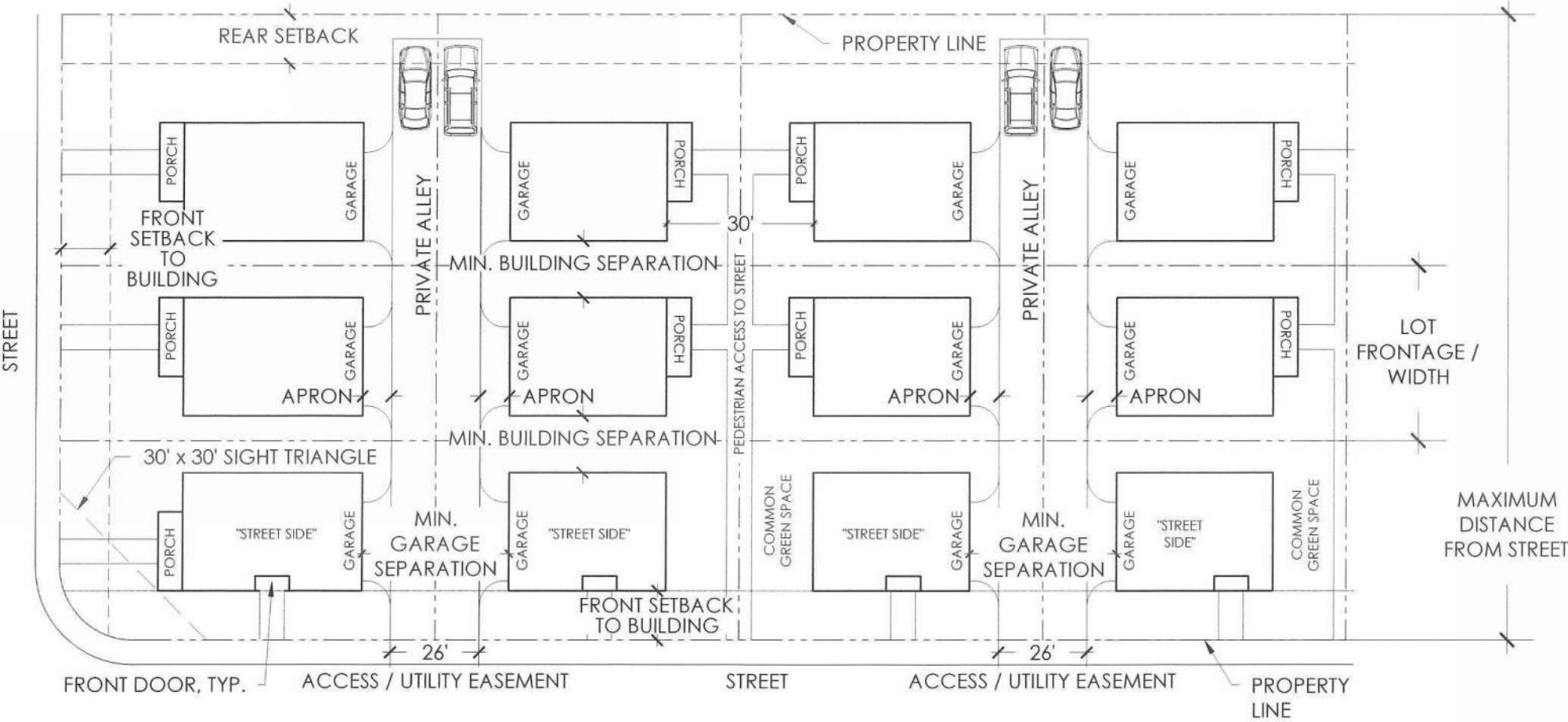
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DISCLAIMER: TYPICALS ARE INTENDED TO ILLUSTRATE DEVELOPMENT STANDARDS ONLY AND DO NOT REPRESENT A SPECIFIC SITE PLAN.

DESERET  
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GREEN COURT HOME TYPICAL

GREEN COURT HOME

A CONFIGURATION OF REAR-LOADED SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS WHERE THE FRONT DOOR FACES ONTO A COMMON GREEN SPACE.

STANDARDS:

- A. THE COMMON GREEN SPACE SHALL BE A MINIMUM OF 30 FEET IN WIDTH AS MEASURED FROM FACE OF BUILDING TO FACE OF BUILDING. FRONT PORCHES MAY ENCROACH INTO THE COMMON GREEN SPACE FIVE (5) FEET.
- B. EACH GREEN COURT DWELLING SHALL HAVE DIRECT FRONTAGE ON AND/OR PEDESTRIAN ACCESS TO A STREET THAT INCLUDES ON-STREET PARKING AND SIDEWALKS ON BOTH SIDES.
- C. THE FRONT, SIDE AND REAR SETBACKS SHALL BE MEASURED FROM THE OUTER LOT LINES OF THE GREEN COURT DEVELOPMENT AND SHALL NOT APPLY TO THE INDIVIDUAL LOTS. THE FRONT SETBACK SHALL BE TO THE LOT LINE ADJACENT TO THE STREET, REAR IS OPPOSITE THE STREET AND SIDES ARE PERPENDICULAR TO THE STREET.
- D. THE ALLEY AND COMMON GREEN SPACE MAY BE LOCATED IN AN EASEMENT ON THE LOTS. A SEPARATE TRACT IS NOT REQUIRED.

- E. THE STREET-FACING FACADE OF "STREET SIDE" HOMES SHALL CONTAIN ARCHITECTURAL ENHANCEMENTS; THEREFORE, "STREET SIDE" HOMES SHALL UTILIZE THE "FRONT SETBACK TO BUILDING" CONDITION.
- F. "STREET SIDE" HOMES SHALL HAVE THE FRONT DOORS FACING THE STREET.

ADDITIONAL NOTES

- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
- B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.

DEVELOPMENT STANDARDS	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
GREEN COURT HOME	
STANDARDS	
MINIMUM LOT SIZE	2,000
MINIMUM LOT FRONTAGE / WIDTH	30'
MINIMUM BUILDING WIDTH	20'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
MIN. BUILDING SEPARATION (1)	10'
MIN. GARAGE SEPARATION	36'
REAR SETBACK	10'
MAXIMUM DISTANCE FROM STREET	150'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	20'
SIDE SETBACK	3'
REAR SETBACK	5'
SIDE (CORNER) SETBACK	15'

- NOTES:
- 1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
  - 2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
  - 3. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
  - 4. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.
  - 5. PRIVATE ALLEY MAY BE LOCATED ON LOTS WITH AN ACCESS/UTILITY EASEMENT.



PROJECT NAME

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ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

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SHEET TITLE

DEVELOPMENT  
STANDARDS  
GREEN COURT HOME

SHEET NUMBER

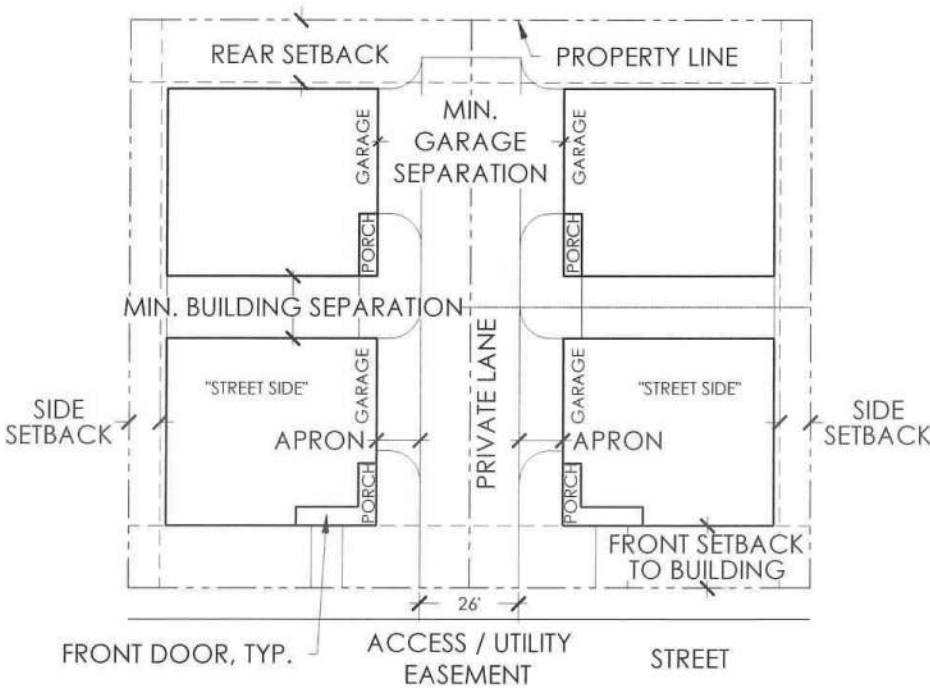
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COTTAGE HOME TYPICAL

DEVELOPMENT STANDARDS	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
COTTAGE HOME	
STANDARDS	
MINIMUM LOT SIZE	2,000
MINIMUM LOT FRONTAGE / WIDTH	30'
MINIMUM BUILDING WIDTH	20'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
SIDE SETBACK	5'
MIN. BUILDING SEPARATION (1)	10'
MIN. GARAGE SEPARATION	36'
REAR SETBACK	10'
SIDE (CORNER) SETBACK (3)	10'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	20'
SIDE SETBACK	3'
REAR SETBACK	5'
SIDE (CORNER) SETBACK	15'

- NOTES:
- BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
  - ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
  - BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
  - SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.
  - PRIVATE LANE MAY BE LOCATED ON LOTS WITH AN ACCESS/UTILITY EASEMENT.

COTTAGE HOME

A CONFIGURATION OF SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS SHARING A COMMON PRIVATE LANE.

STANDARDS:

- NO MORE THAN FOUR DWELLINGS MAY BE CLUSTERED ONTO A SINGLE PRIVATE LANE.
- THE PRIVATE LANE SHALL ACCOMMODATE A FIRE LANE WHEN THE REAR UNITS ARE FURTHER THAN 150 FEET FROM THE PUBLIC ROAD.
- ALL GARAGES SHALL RECEIVE ACCESS FROM THE PRIVATE LANE, NOT THE PUBLIC STREET.

- THE FRONT, SIDE AND REAR SETBACKS SHALL BE MEASURED FROM THE OUTER LOT LINES OF THE COTTAGE HOME DEVELOPMENT AND SHALL NOT APPLY TO THE INDIVIDUAL LOTS. THE FRONT SETBACK SHALL BE TO THE LOT LINE ADJACENT TO THE STREET, REAR IS OPPOSITE THE STREET AND SIDES ARE PERPENDICULAR TO THE STREET.
- THE PRIVATE LANE MAY BE LOCATED IN AN EASEMENT ON THE LOTS. A SEPARATE TRACT IS NOT REQUIRED.
- THE STREET-FACING FACADE OF "STREET SIDE" HOMES SHALL CONTAIN ARCHITECTURAL ENHANCEMENTS; THEREFORE, "STREET SIDE" HOMES SHALL UTILIZE THE "FRONT SETBACK TO BUILDING" CONDITION.
- "STREET SIDE" HOMES SHALL HAVE THE FRONT DOORS FACING THE STREET.

ADDITIONAL NOTES

- ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
- BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

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SHEET TITLE

DEVELOPMENT  
STANDARDS  
COTTAGE HOME

SHEET NUMBER

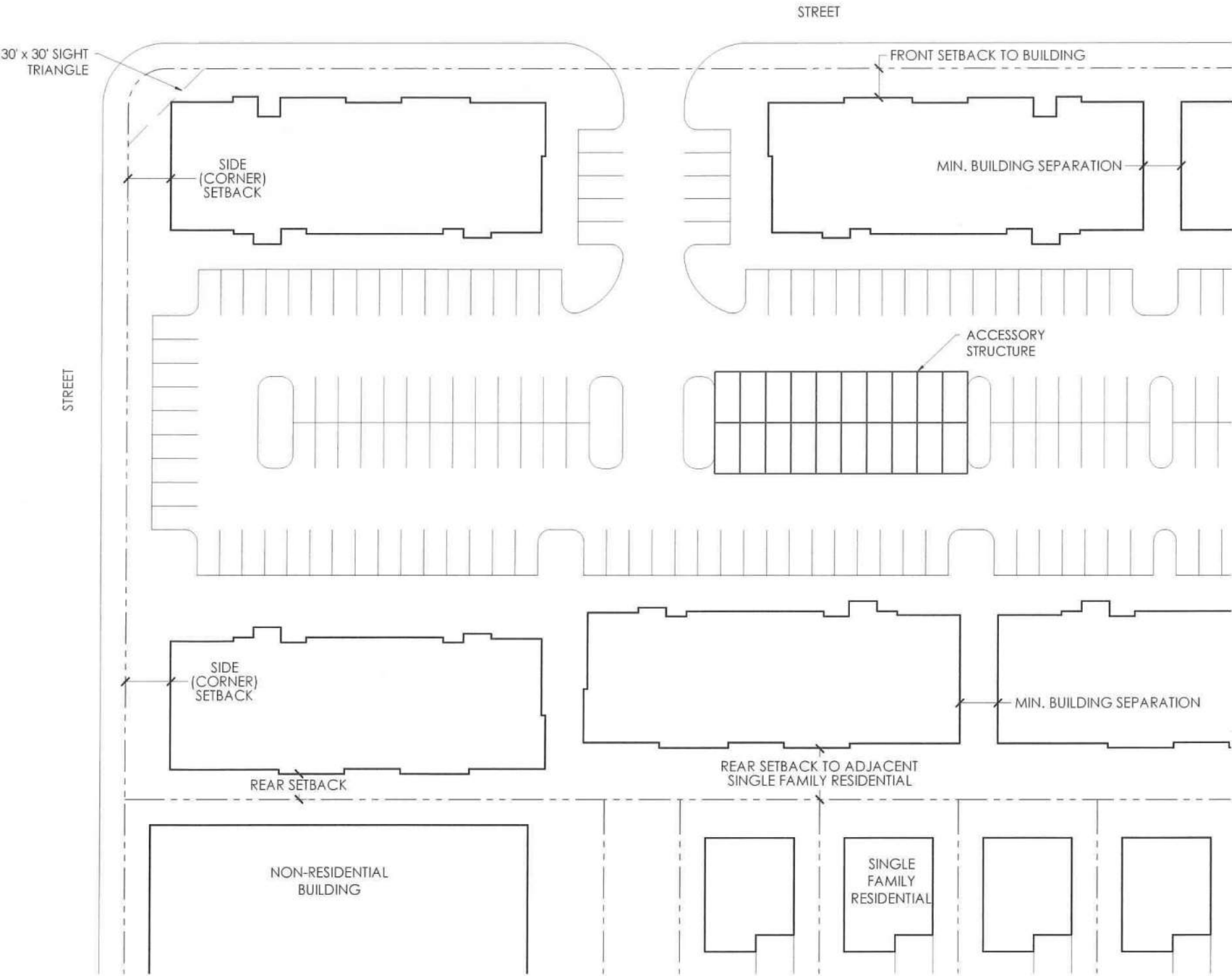
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DISCLAIMER: TYPICALS ARE INTENDED TO ILLUSTRATE DEVELOPMENT STANDARDS ONLY AND DO NOT REPRESENT A SPECIFIC SITE PLAN.

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MULTI-FAMILY TYPICAL

DEVELOPMENT STANDARDS		
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX		
MULTI-FAMILY DWELLING		
STANDARDS		
MINIMUM LOT SIZE		2,400 SQ. FT. PER UNIT
PRINCIPAL USE		
MAXIMUM HEIGHT		35'
FRONT SETBACK TO BUILDING		25'
SIDE SETBACK		15'
MIN. BUILDING SEPARATION (2)		30'
REAR SETBACK		20'
REAR SETBACK ADJACENT TO SINGLE FAMILY RESIDENTIAL		30'
SIDE (CORNER) SETBACK (6)		25'
ACCESSORY STRUCTURE		
MAXIMUM HEIGHT		20'
FRONT SETBACK (3)		25'
SIDE SETBACK		5'
REAR SETBACK - NON GARAGE		10'
REAR SETBACK - ALLEY LOADED GARAGE		3'
SIDE (CORNER) SETBACK		0'

- NOTES:
1. THE NARROWER DIMENSION OF A LOT SHALL BE THE "LOT WIDTH," AND THE WIDER DIMENSION SHALL BE THE "LOT DEPTH."
  2. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
  3. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
  4. SETBACKS ARE MEASURED FROM OVERALL LOT BOUNDARY, NOT INDIVIDUAL BUILDING PADS.
  5. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.
  6. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.

- ADDITIONAL NOTES
- A. ARCHITECTURAL ELEMENTS SUCH AS ROOF OVERHANGS, WINDOW WELLS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS.
  - B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
  - C. MULTI-FAMILY RESIDENTIAL BUILDINGS ARE APARTMENTS AND CONDOMINIUMS IN A STACKED FLAT CONFIGURATION.



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

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SHEET TITLE

DEVELOPMENT  
STANDARDS  
MULTI-FAMILY

SHEET NUMBER

31

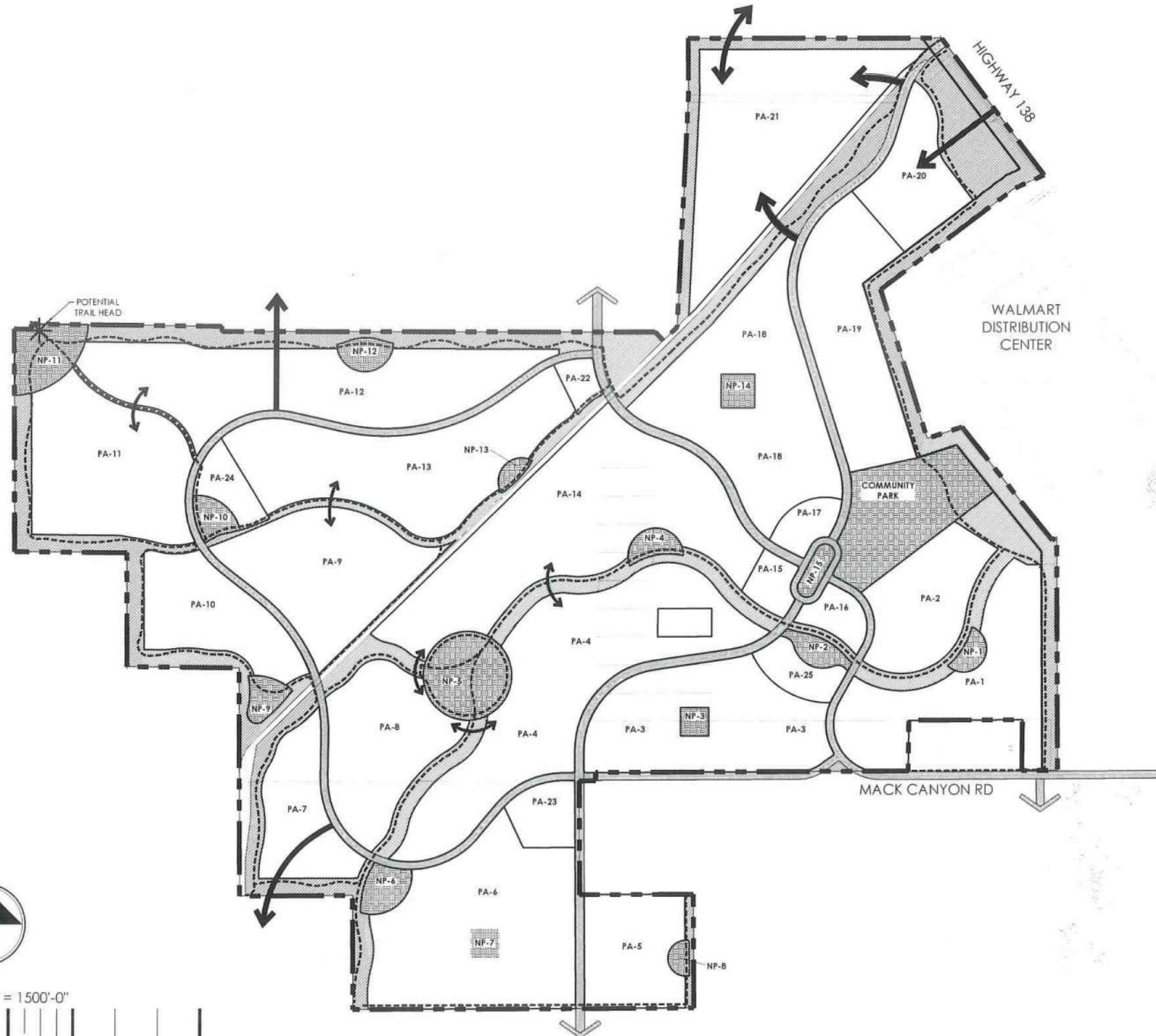
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# DESERET

## ZONING OVERLAY DISTRICT

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### A. PARK, OPEN SPACE, REGIONAL DETENTION, AND NATURAL AREAS

THE PARK AND OPEN SPACE PROVIDED IN THIS PLAN WILL BE USED TO MEET THE REQUIRED TEN (10) PERCENT FOR ALL THE FUTURE PRELIMINARY PLANS OR SITE PLANS AND WILL BE RECORDED ON THE FINAL PLATS. TEN (10) PERCENT OPEN SPACE IS NOT REQUIRED IN EACH INDIVIDUAL PLAT BUT MUST BE PROVIDED AND ACCOUNTED FOR ON A COMMUNITY-WIDE BASIS. OPEN SPACE TRACKING CHARTS WILL BE PROVIDED ON EACH SITE PLAN. NO ADDITIONAL OPEN SPACE AREA WILL BE REQUIRED.

IN THE DESIGN OF PARKS, OPEN SPACE, DETENTION, AND NATURAL AREAS SHALL MEET THE RECREATION AND OPEN SPACE GOALS AND POLICIES OF THE CITY OF GRANTSVILLE GENERAL PLAN AND LAND USE CODE. SITE PLANS MAY BE SUBMITTED IN STAGES BY PHASE. AS SUCH, THE DESIGN, APPROVAL, AND LANDSCAPE INSTALLATION OF THESE AREAS WILL OCCUR AS ADJACENT LOTS DEVELOP.

### B. MINIMUM PARK REQUIREMENT

A MINIMUM OF 117 ACRES SHALL BE DESIGNATED AS PARK.

#### LEGEND

	PARK
	OPEN SPACE
	TRAIL
	PROPERTY BOUNDARY



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

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SHEET TITLE

OPEN SPACE & TRAILS  
PLAN

SHEET NUMBER

32

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C. MINIMUM OPEN SPACE REQUIREMENT

A MINIMUM OF 264 ACRES SHALL BE DESIGNATED AS OPEN SPACE.

STORMWATER FACILITIES INCLUDING CHANNELS AND DETENTION PONDS MAY COUNT TOWARDS OPEN SPACE AND/OR PARKS IF THEY INCLUDE USABLE AMENITIES SUCH AS TRAILS OR INCLUDE ONE OR MORE PLAY ELEMENT LISTED BELOW IN NEIGHBORHOOD PARKS (D.6 OF THIS SHEET).

D. NEIGHBORHOOD PARKS

1. NEIGHBORHOOD PARKS MAY VARY IN SIZE FROM 0.5 ACRES TO 25 ACRES. EACH HOME SHALL BE LOCATED WITHIN 1/4 MILE OF A PARK.
2. PARKS WILL BE INCORPORATED INTO EACH PLANNING AREA AND INCLUDED WITH THE SUBDIVISION APPLICATION FOR THE PLANNING AREA IN WHICH IT IS LOCATED.
3. NEIGHBORHOOD PARKS WILL BE CONSTRUCTED PRIOR TO THE COMPLETION OF 50% OF THE LOTS/HOMES IN THE PHASE OF THE SUBDIVISION IN WHICH THEY ARE LOCATED.
4. ANY PARK LESS THAN 10 ACRES WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ASSIGNEES.
5. NEIGHBORHOOD PARKS SHALL HAVE A DIFFERENT THEME OR STYLE IN THEIR DESIGN. THERE SHALL BE NO EXACT DUPLICATION OF PLAY ELEMENTS WITHIN 2,000 FEET EXCEPT FOR TURF FIELDS, NATURAL AREAS, WALKS AND COMFORT FEATURES. AS DEFINED BELOW. FOR EXAMPLE, NEIGHBORHOOD PARKS MAY NOT HAVE THE EXACT SAME MULTI-LEVEL PLAY STRUCTURE AS AN ADJACENT PARK WITHIN 2,000 FEET. EACH PARK SHALL HAVE A DISTINCT CHARACTER, AND REPETITIOUS PLAY ELEMENTS WILL NOT BE APPROVED.
6. PLAY ELEMENTS IN A NEIGHBORHOOD PARK MAY INCLUDE (BUT ARE NOT LIMITED TO) THE FOLLOWING:

• AMPHITHEATER

• BASEBALL FIELD

• BASKETBALL COURT

• BOCCE BALL

• BOULDER PLAY AREA OR CLIMBING WALLS

• COMMUNITY GARDEN

• CORN HOLE

• DISPLAY GARDEN

• DOG PARK

• FIRE PITS

• FISHING POND

• FITNESS COURSE

• GROUP SHELTER WITH A MINIMUM OF FOUR PICNIC TABLES

• HORSESHOE PITS

• INDIVIDUAL SHELTER WITH TWO PICNIC TABLES

• MULTI-LEVEL PLAY STRUCTURE FOR AGES 2-5

• MULTI-LEVEL PLAY STRUCTURE FOR AGES 5-12

• MULTI-PURPOSE FIELD

• NATURAL PLAY FEATURES

• PICKLEBALL COURT

• PUBLIC ART

• REGULATION SOCCER FIELD

• SAND PLAY

• SHUFFLEBOARD

• SPRING TOYS

• SWIMMING POOL

• SWINGS

• TENNIS COURT

• TETHERBALL

• TIRE SWING

• VOLLEYBALL

• WATER FEATURE SUCH AS STREAM, POND, OR WATERFALL

• WATER SPRAY GROUND

• OR EQUIVALENT AS APPROVED BY THE CITY OF GRANTSVILLE

7. COMFORT FEATURES INCLUDE THE FOLLOWING:

- BBQ GRILLS
- BENCHES
- BICYCLE RACKS
- DOG PICK UP STATION
- DRINKING FOUNTAIN
- LANDSCAPING
- PICNIC TABLES
- SHADE STRUCTURES
- TRASH RECEPTACLES

E. COMMUNITY PARK

1. THE COMMUNITY PARK WILL BE OWNED AND MAINTAINED BY THE CITY OF GRANTSVILLE.
2. THE PLAY ELEMENTS IN THE COMMUNITY PARK WILL BE DETERMINED IN COLLABORATION WITH THE CITY.
3. THE COMMUNITY PARK WILL BE MASTER-PLANNED AND MAY BE CONSTRUCTED IN PHASES. THERE MAY BE A MAXIMUM FOR FOUR PHASES.
4. THE COMMUNITY PARK WILL BE SUBDIVIDED WITH THE ADJACENT PLANNING AREA AND BE DEDICATED TO THE CITY. MASTER DESIGN WILL COMMENCE WITH THE SUBDIVISION.
5. THE FIRST PHASE OF THE COMMUNITY PARK WILL BE COMPLETE PRIOR TO THE ISSUANCE OF THE 1,200TH CERTIFICATE OF OCCUPANCY (CO) FOR THE COMMUNITY.
6. THE CONSTRUCTION OF SUBSEQUENT PHASES WILL OCCUR WITH EVERY 1,200 CO'S.



PROJECT NAME

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ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

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OPEN SPACE & TRAILS  
PLAN

SHEET NUMBER

33

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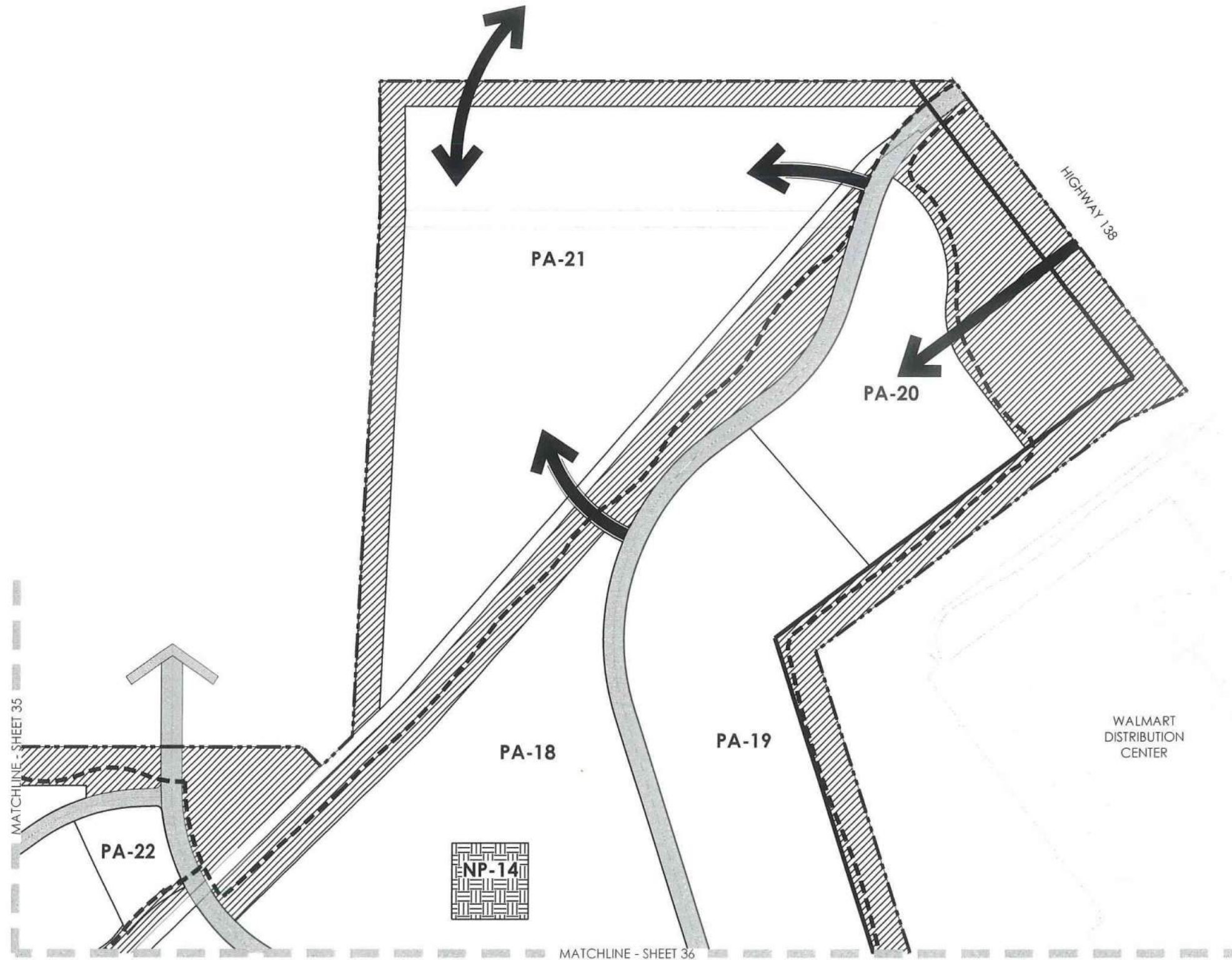
# DESERET

## ZONING OVERLAY DISTRICT

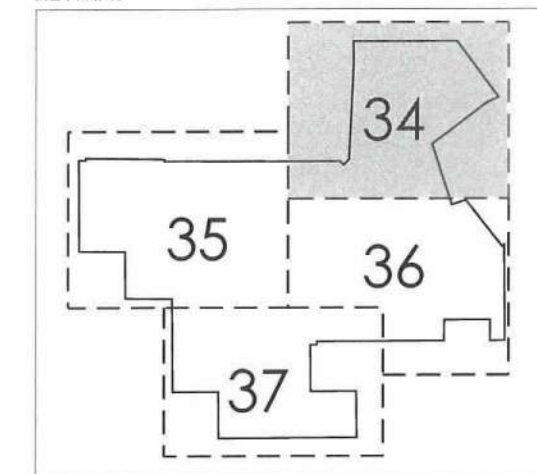
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Jerry Houghton, Tooele County County Recorder

### LEGEND

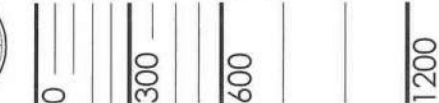
-  PARK
-  OPEN SPACE
-  TRAIL
-  PROPERTY BOUNDARY



### KEYMAP



Scale: 1" = 600'-0"



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

OPEN SPACE & TRAILS  
PLAN

SHEET NUMBER

34

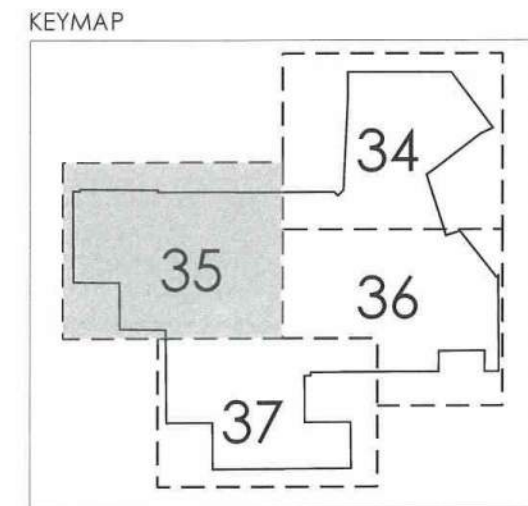
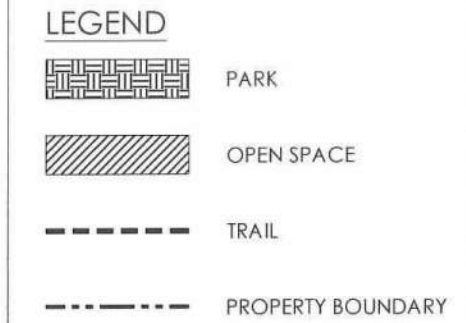
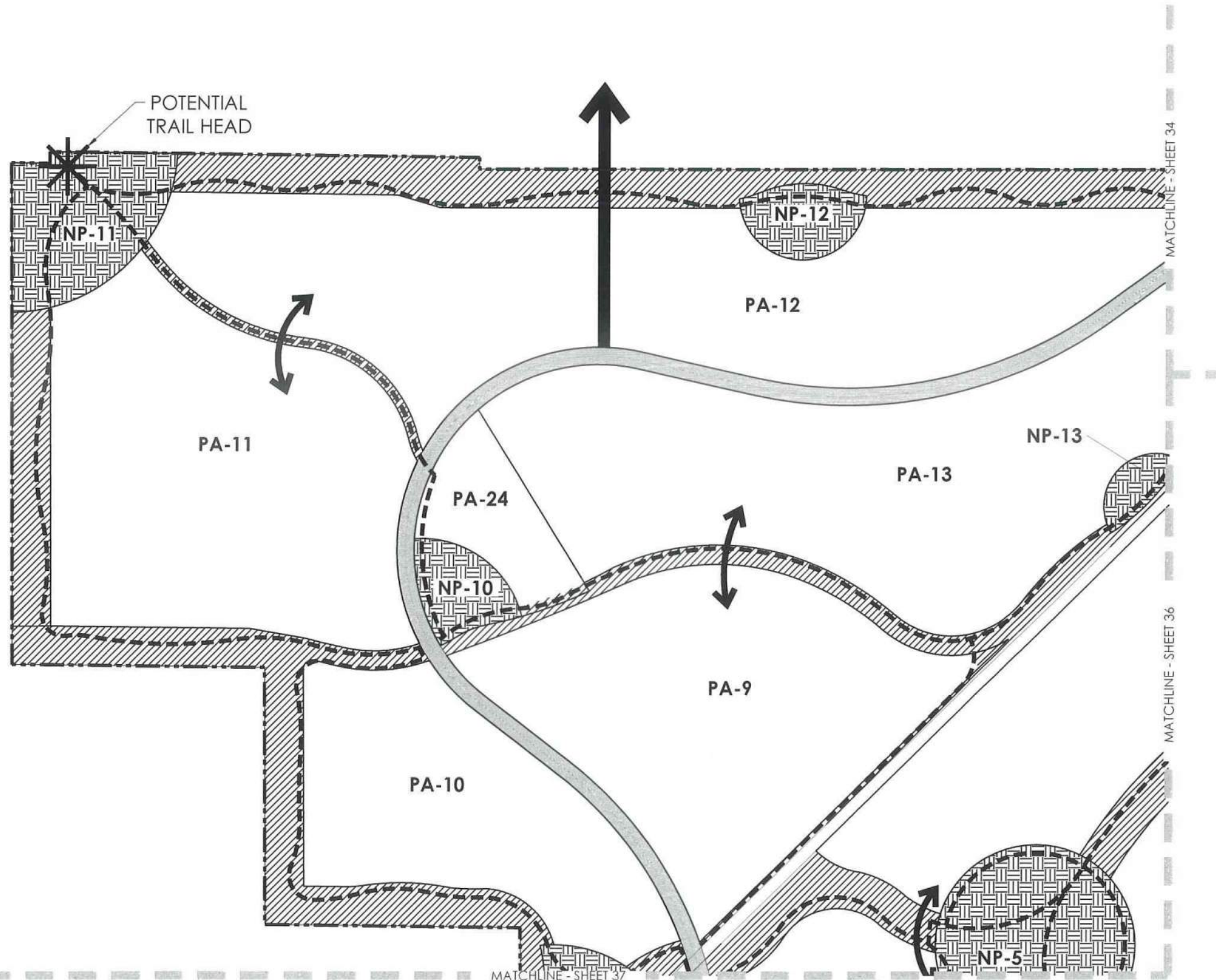
SHEET 34 OF 51



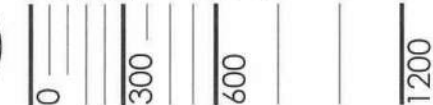
# DESERET

## ZONING OVERLAY DISTRICT

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 Jerry Houghton, Tooele County County Recorder



Scale: 1" = 600'-0"



PROJECT NAME

DESERET  
 ZONING OVERLAY DISTRICT  
 GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

OPEN SPACE & TRAILS  
 PLAN

SHEET NUMBER

35

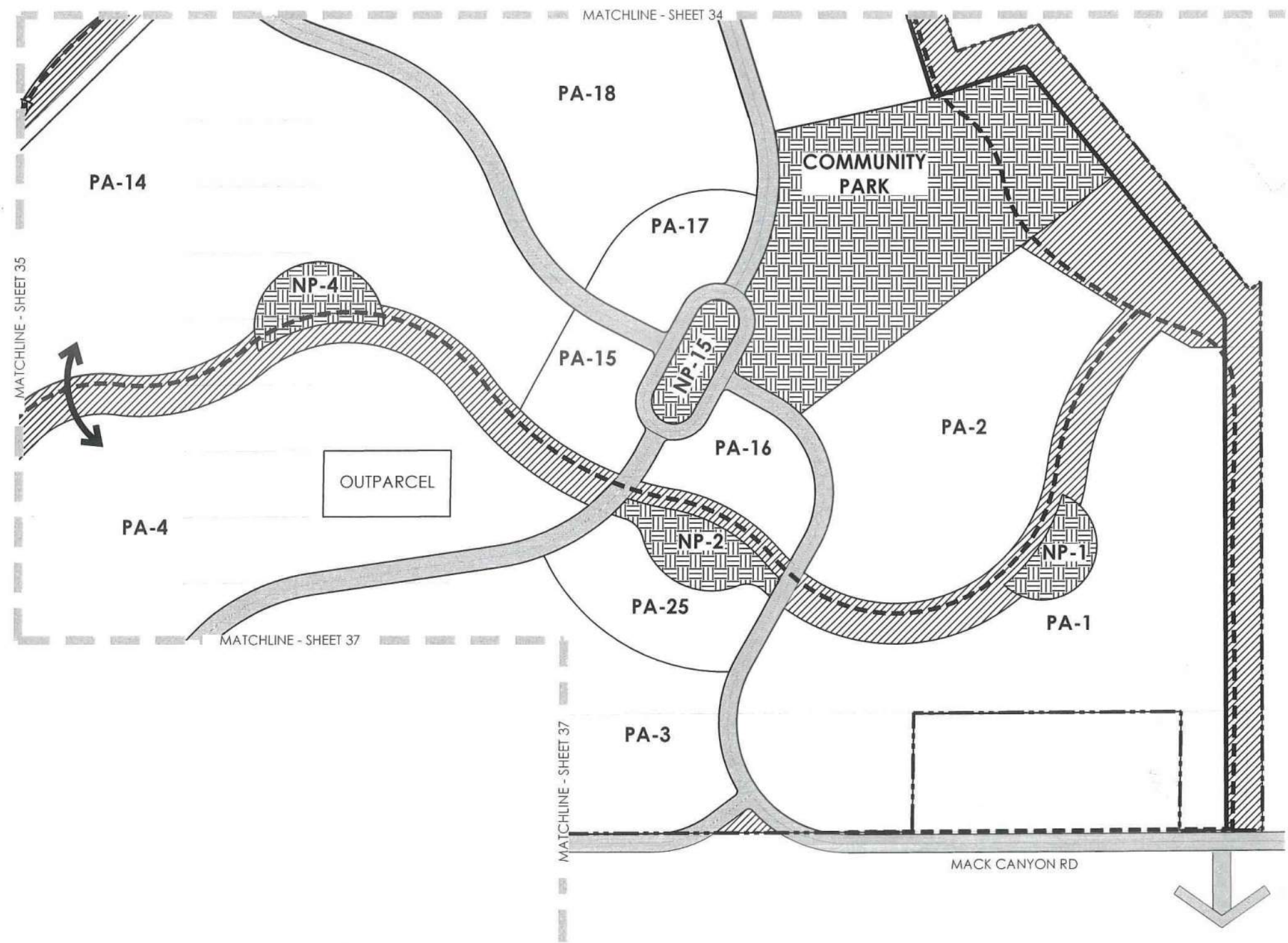
SHEET 35 OF 51



# DESERET

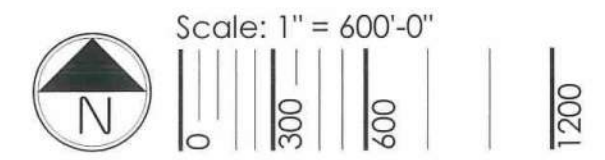
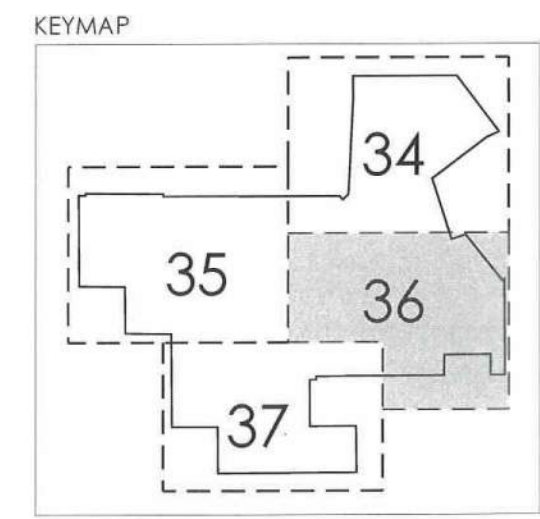
## ZONING OVERLAY DISTRICT

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**LEGEND**

- PARK
- OPEN SPACE
- TRAIL
- PROPERTY BOUNDARY



PROJECT NAME

DESERET  
 ZONING OVERLAY DISTRICT  
 GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

SHEET TITLE

OPEN SPACE & TRAILS  
 PLAN

SHEET NUMBER

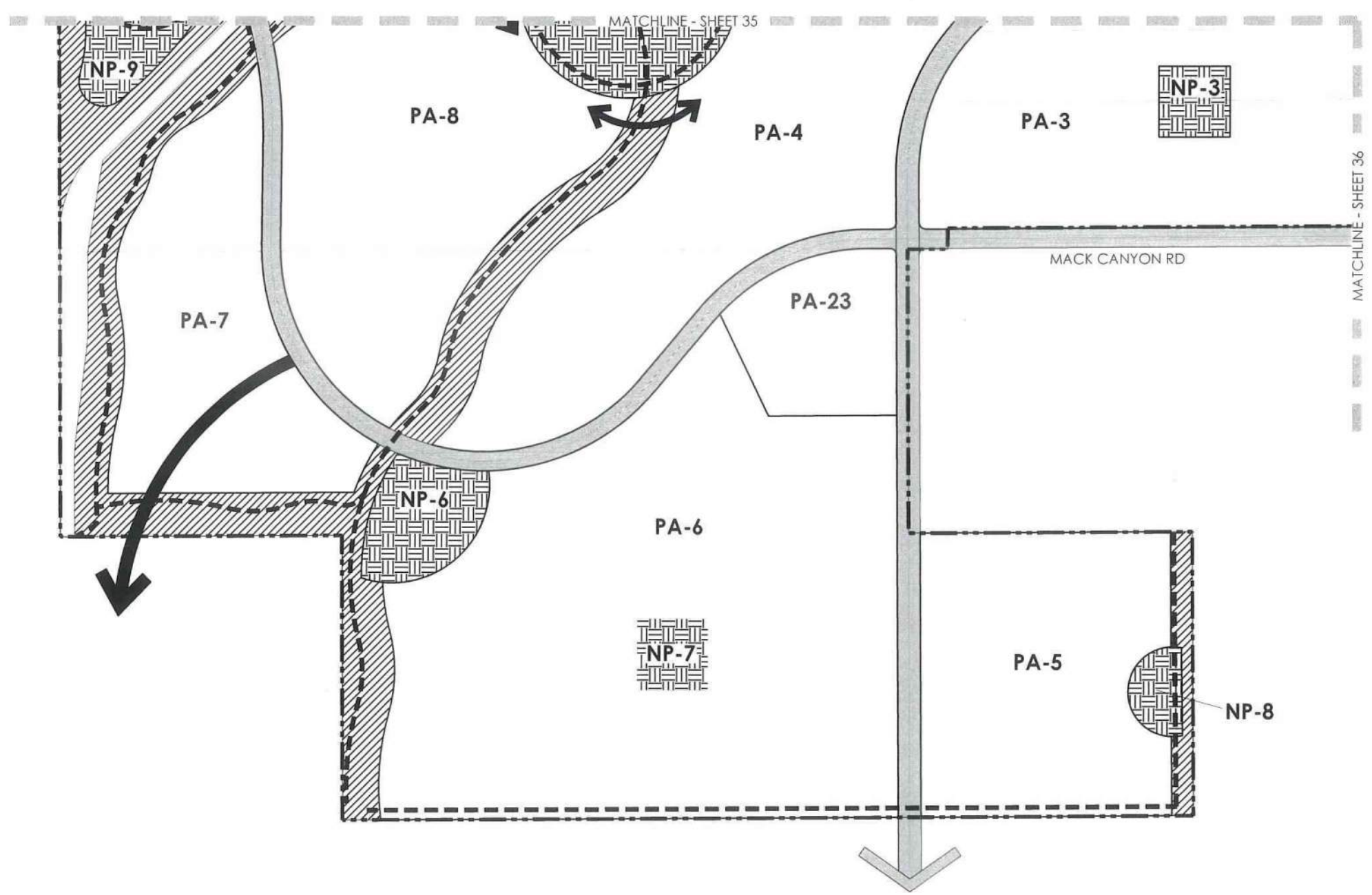
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# DESERET

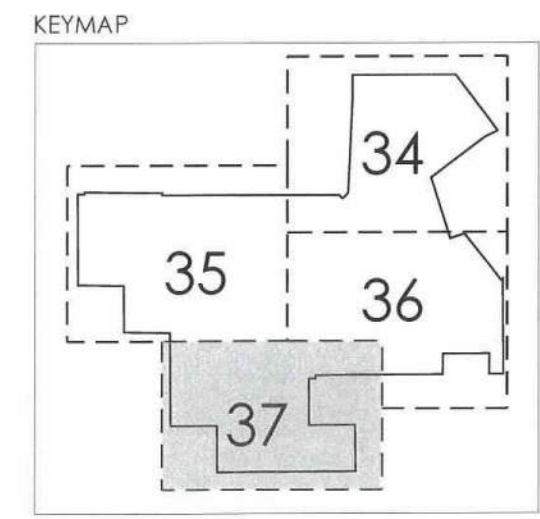
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**LEGEND**

- PARK
- OPEN SPACE
- TRAIL
- PROPERTY BOUNDARY



Scale: 1" = 600'-0"



PROJECT NAME

DESERET  
 ZONING OVERLAY DISTRICT  
 GRANTSVILLE, UTAH

SUBMITTAL DATE:

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SHEET TITLE

OPEN SPACE & TRAILS  
 PLAN

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# DESERET ZONING OVERLAY DISTRICT

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Jerry Houghton, Tooele County County Recorder



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

5/29/2025

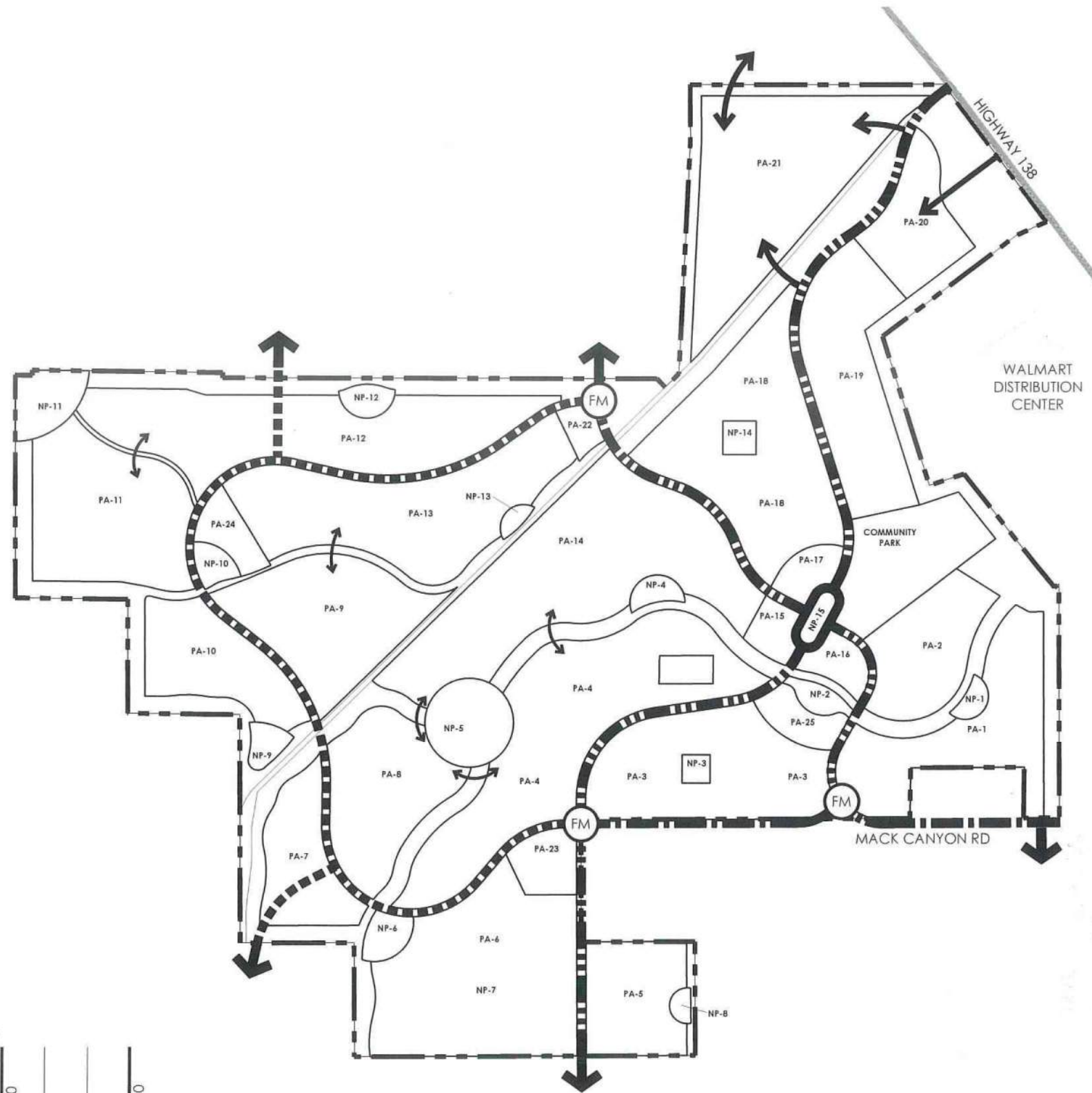
SHEET TITLE

CIRCULATION PLAN

SHEET NUMBER

38

SHEET 38 OF 51



## LEGEND

- COLLECTOR
- MINOR ARTERIAL
- CONDITIONAL ARTERIAL
- TOWN CENTER
- EXISTING SR-138
- POTENTIAL ACCESS POINT
- POTENTIAL FUTURE ACCESS POINT
- PROPOSED FULL MOVEMENT INTERSECTION (1)
- PROPERTY BOUNDARY

## NOTES:

- INTERSECTION DESIGNATION IS DEPENDENT ON THE TRAFFIC IMPACT STUDY AT THE TIME OF INDIVIDUAL DEVELOPMENT APPROVALS.

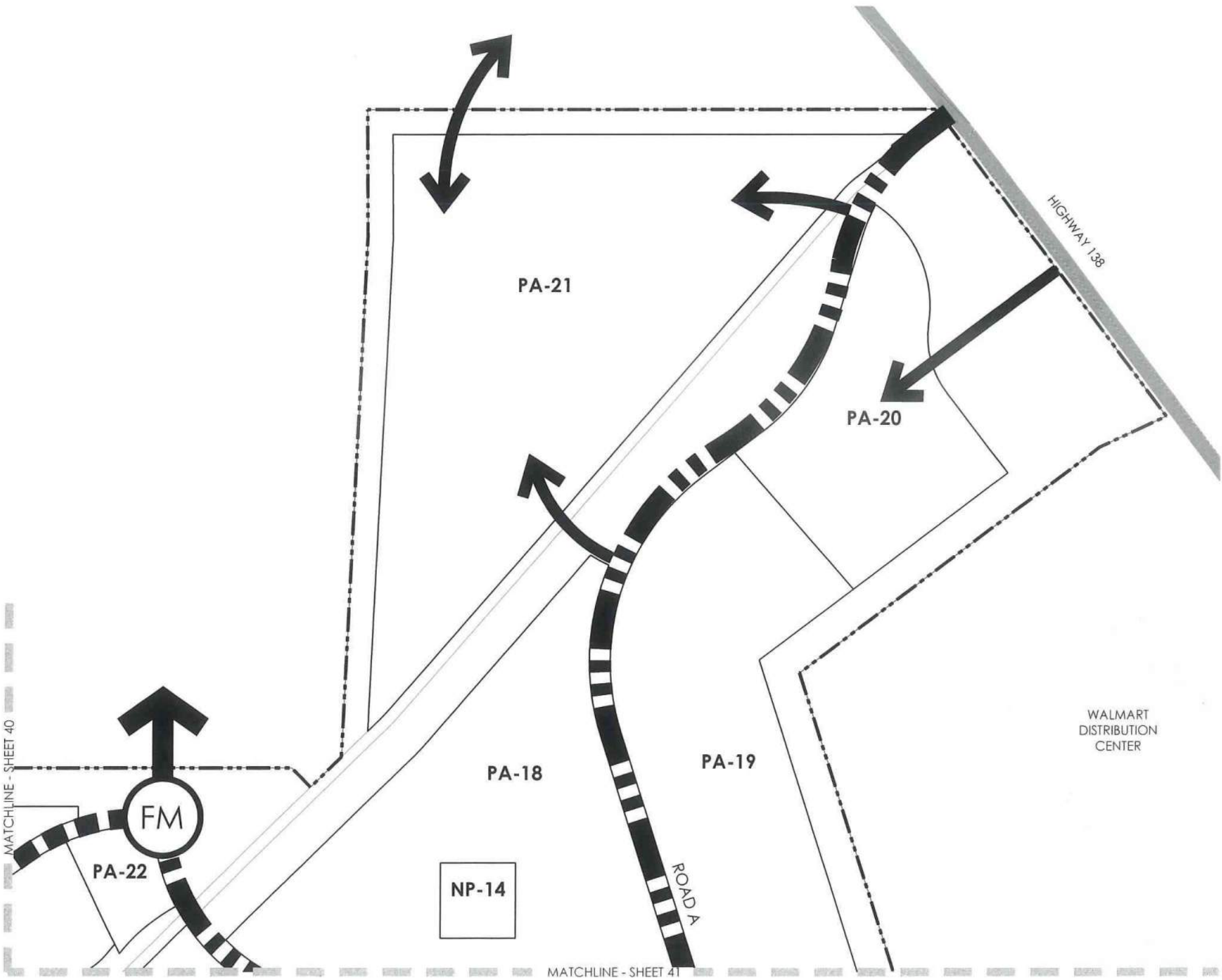


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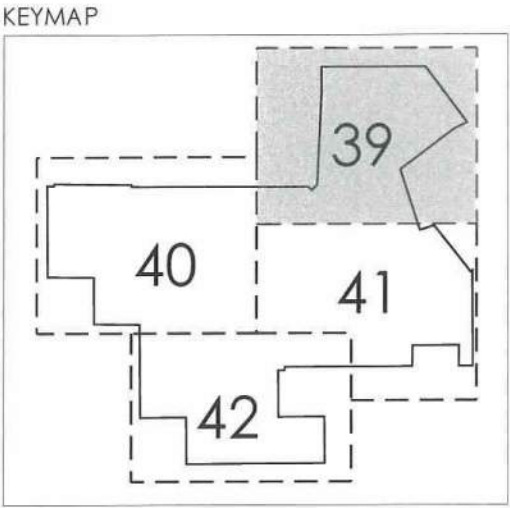
DESERET  
ZONING OVERLAY DISTRICT



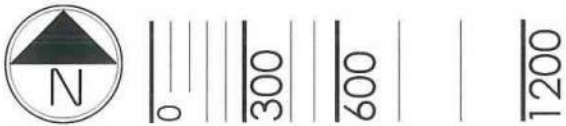
**LEGEND**

- COLLECTOR
- MINOR ARTERIAL
- CONDITIONAL ARTERIAL
- TOWN CENTER
- EXISTING SR-138
- POTENTIAL ACCESS POINT
- POTENTIAL FUTURE ACCESS POINT
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Scale: 1"= 600'-0"



terracing  
design  
10000 E. Grand Ave. A-312  
GRANTSVILLE, UT 84004  
TEL: 801.422.8867

**RICK**

PROJECT NAME  
DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

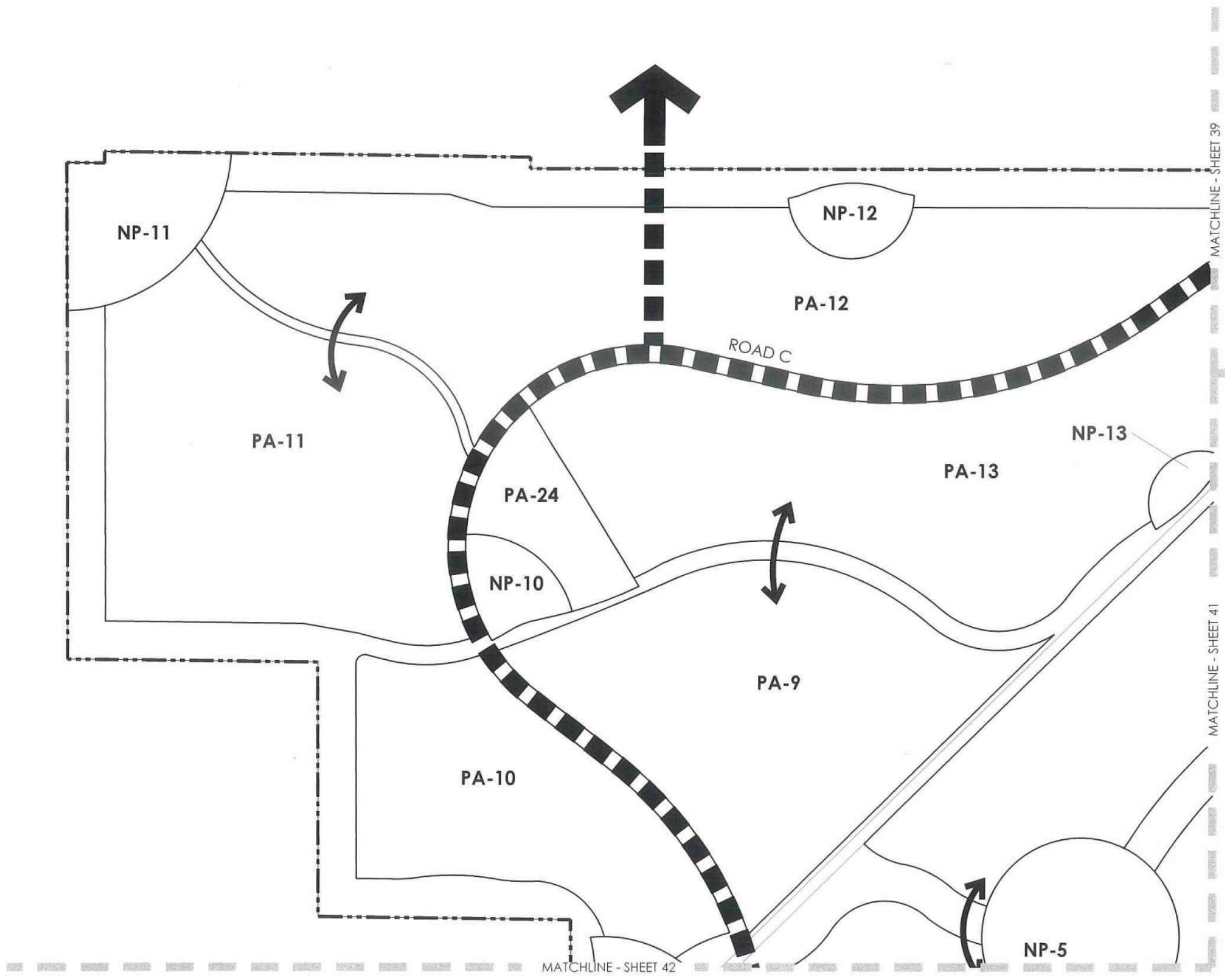
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5/29/2025  
SHEET TITLE

CIRCULATION PLAN

SHEET NUMBER  
39

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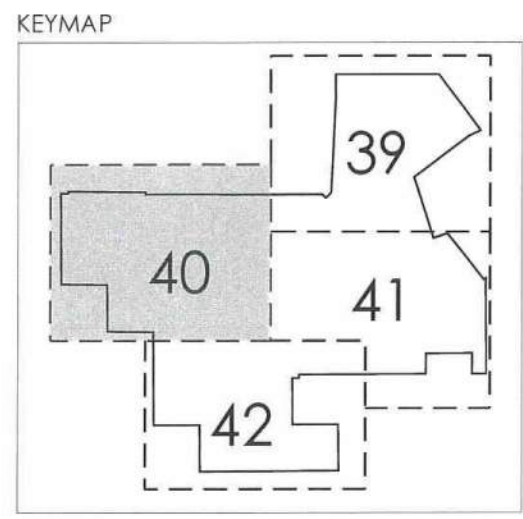
DESERET  
ZONING OVERLAY DISTRICT



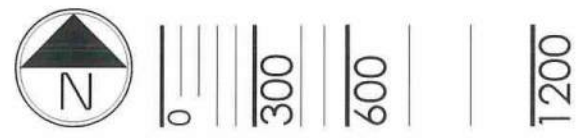
**LEGEND**

- COLLECTOR
- MINOR ARTERIAL
- CONDITIONAL ARTERIAL
- TOWN CENTER
- EXISTING SR-138
- POTENTIAL ACCESS POINT
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Scale: 1"= 600'-0"



PROJECT NAME  
DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:  
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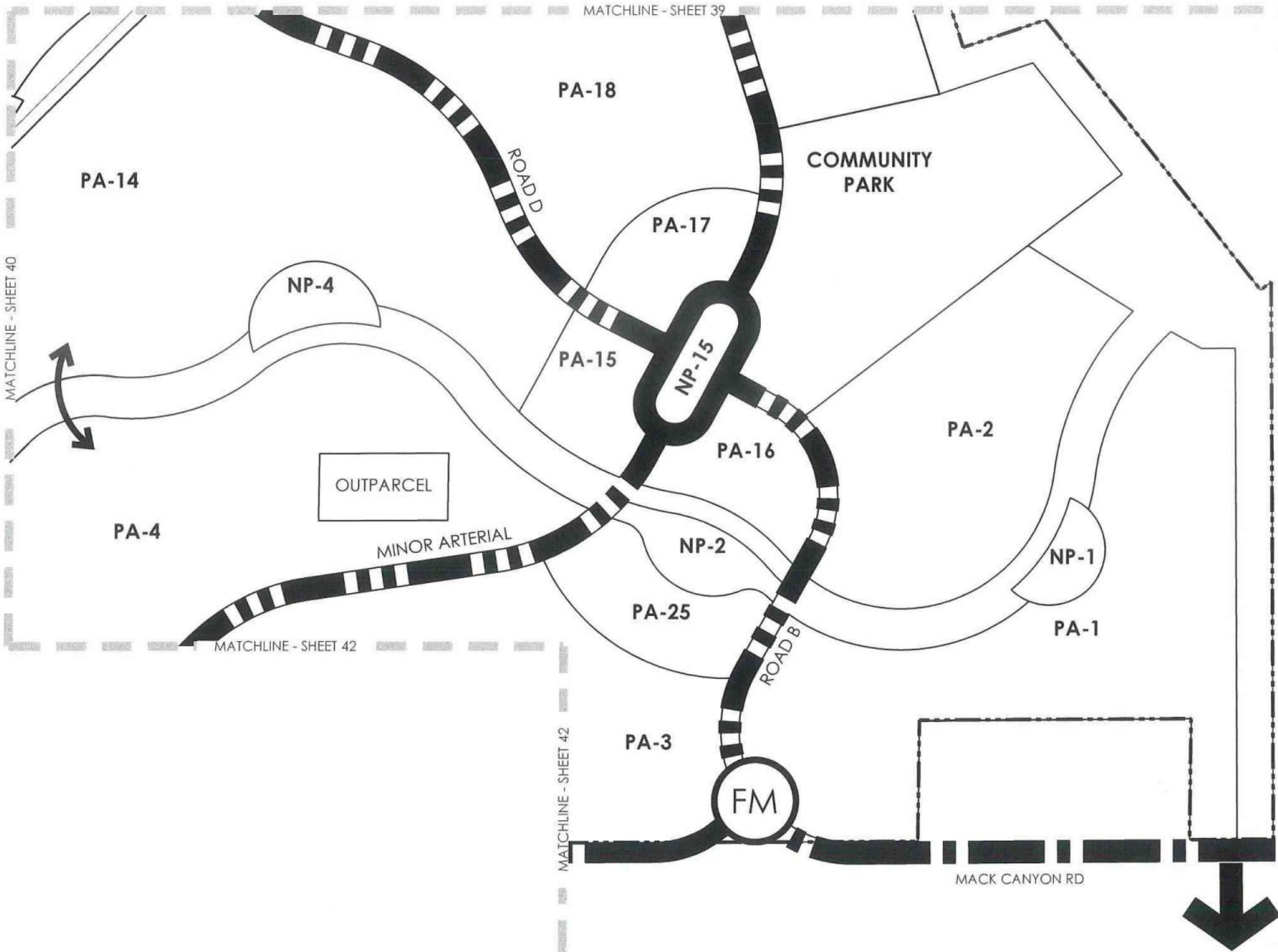
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CIRCULATION PLAN

SHEET NUMBER  
40

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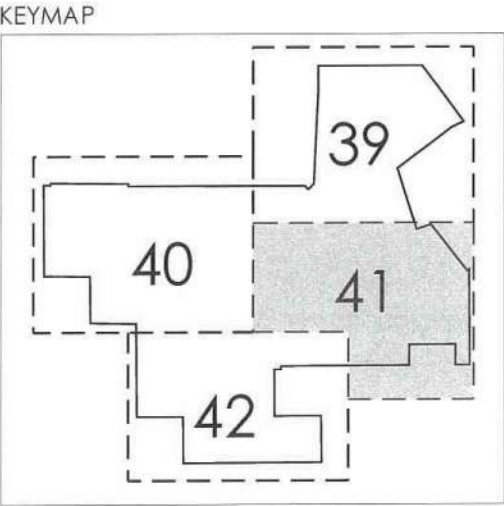
DESERET  
ZONING OVERLAY DISTRICT



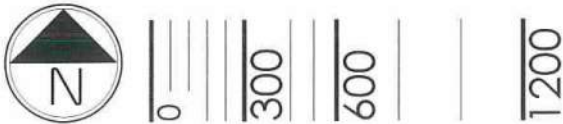
**LEGEND**

- COLLECTOR
- MINOR ARTERIAL
- CONDITIONAL ARTERIAL
- TOWN CENTER
- EXISTING SR-138
- POTENTIAL ACCESS POINT
- POTENTIAL FUTURE ACCESS POINT
- PROPOSED FULL MOVEMENT INTERSECTION (1)
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Scale: 1"= 600'-0"



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

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SHEET TITLE

CIRCULATION PLAN

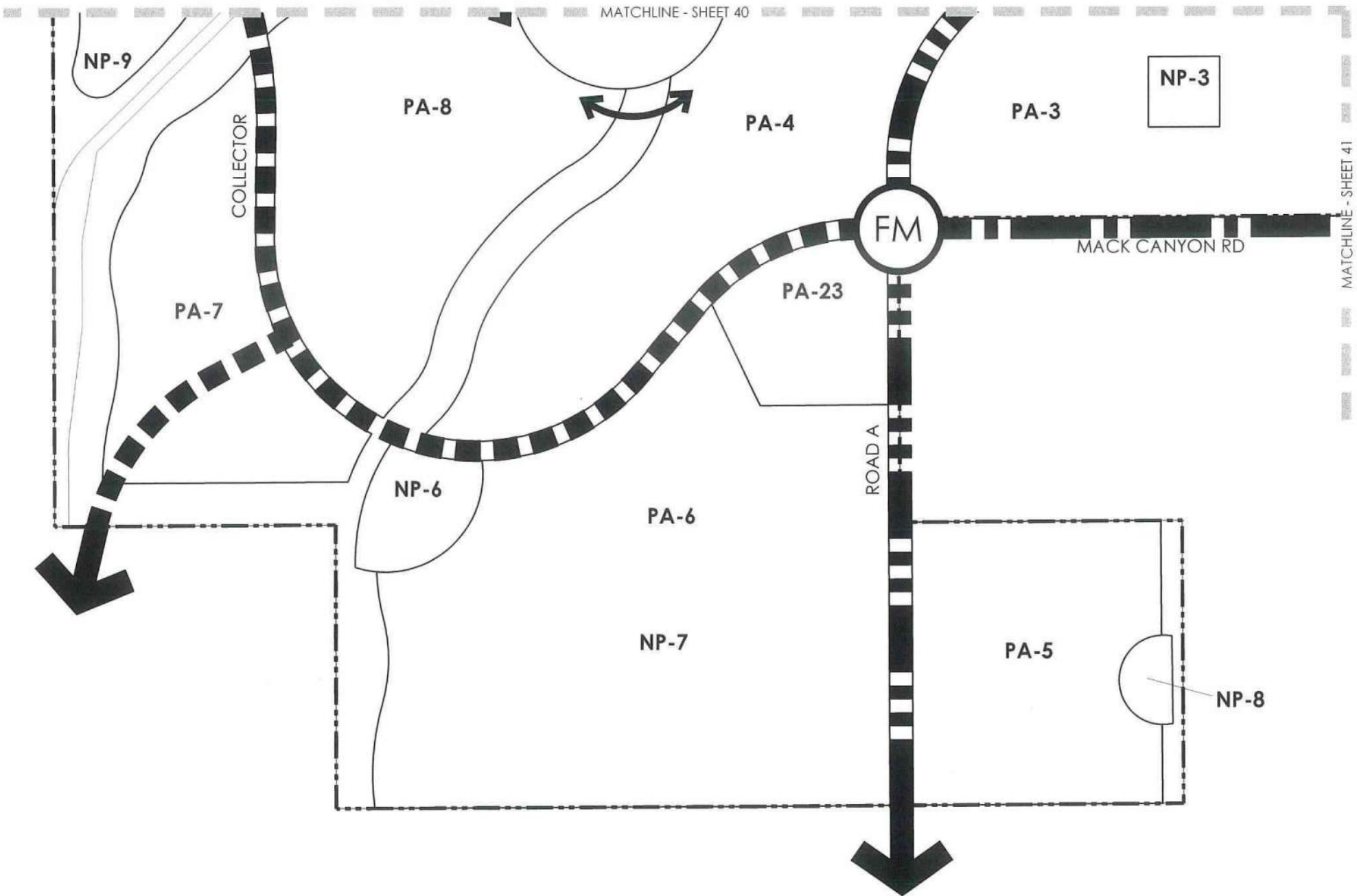
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41

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DESERET  
ZONING OVERLAY DISTRICT

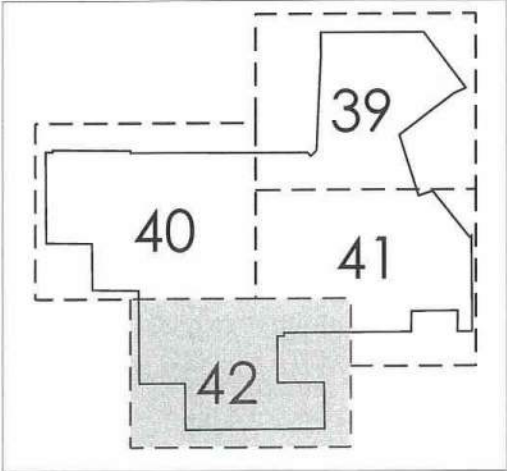


LEGEND

- COLLECTOR
- MINOR ARTERIAL
- CONDITIONAL ARTERIAL
- TOWN CENTER
- EXISTING SR-138
- POTENTIAL ACCESS POINT
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NOTES:  
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KEYMAP



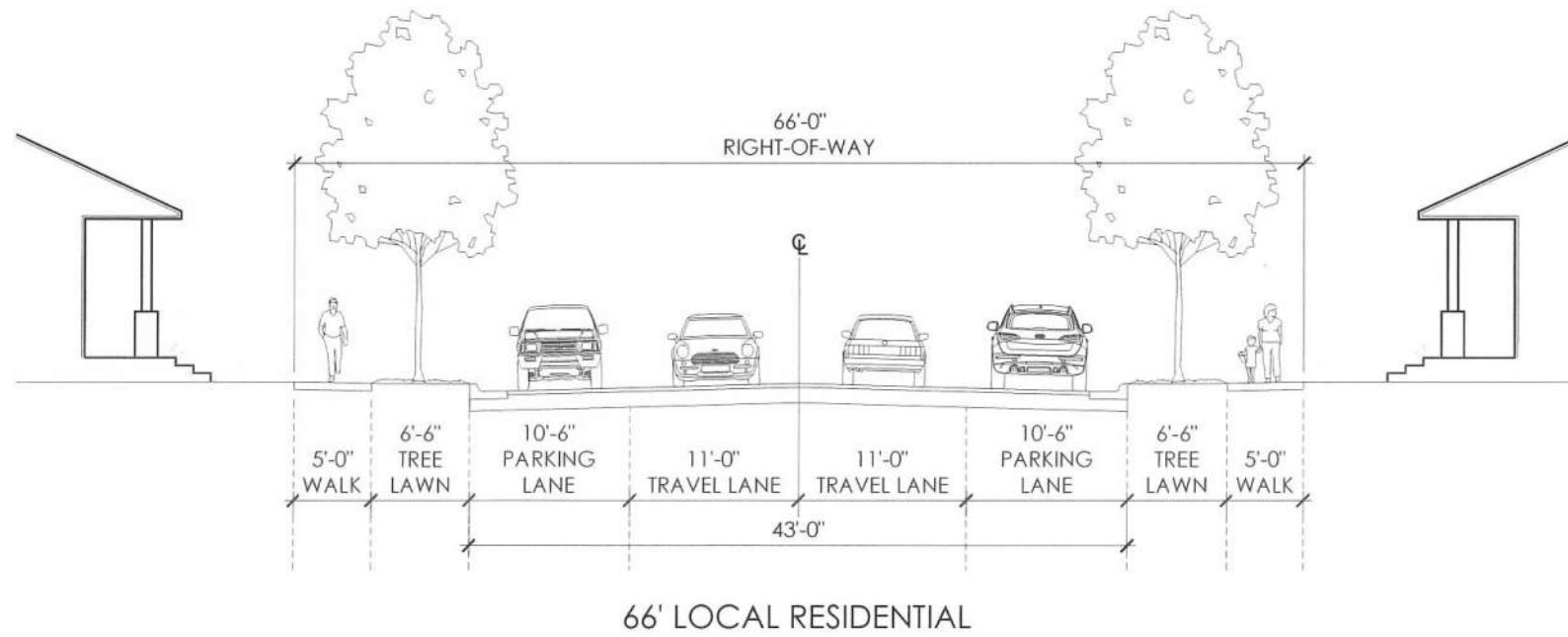
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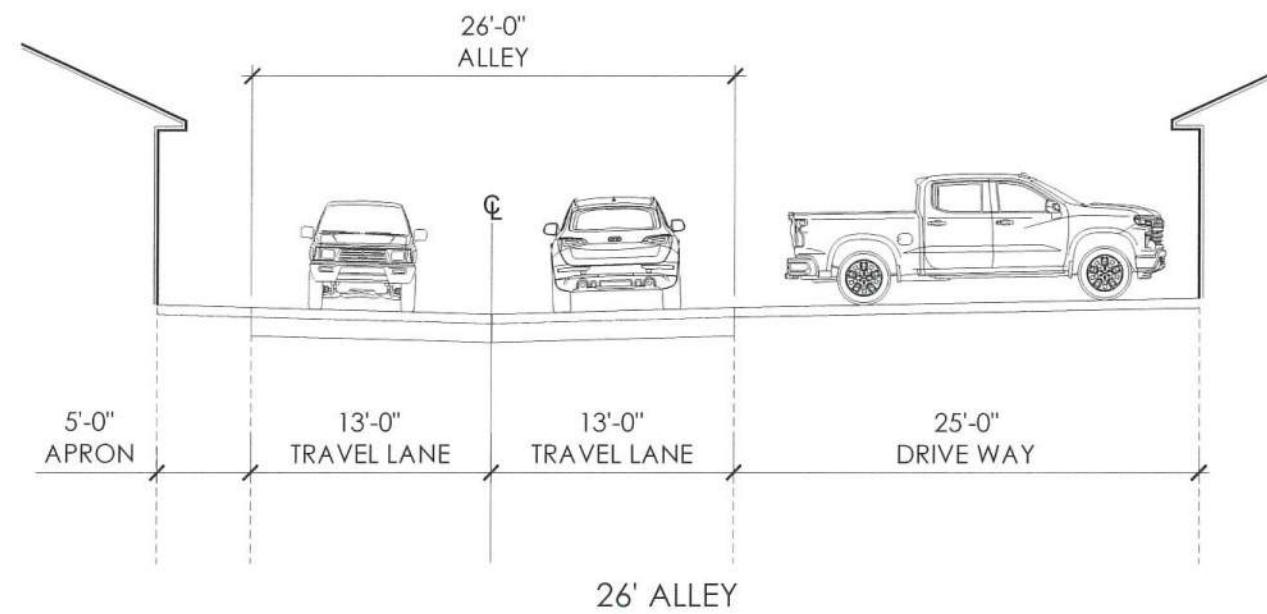
# DESERET

## ZONING OVERLAY DISTRICT

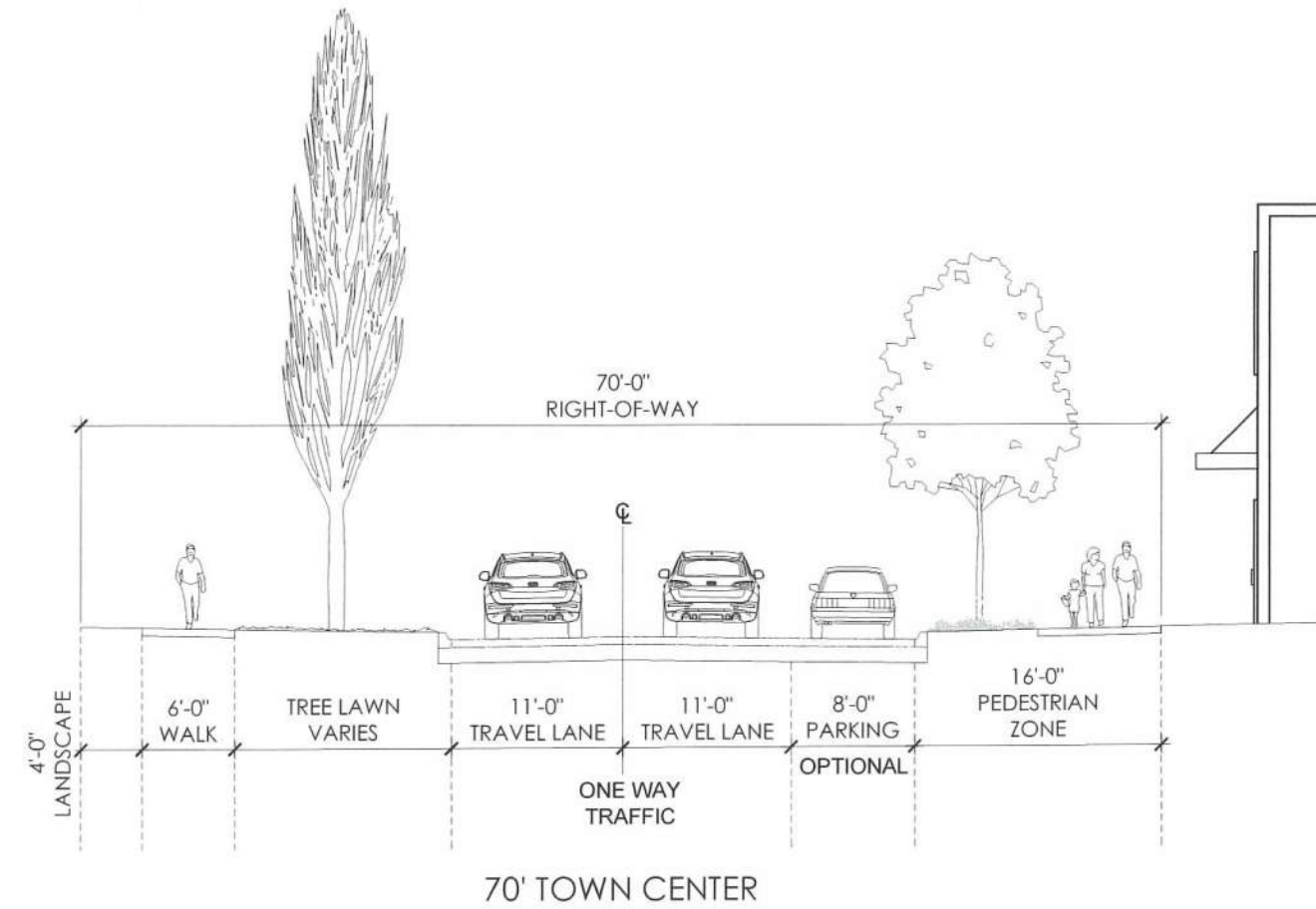
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66' LOCAL RESIDENTIAL



26' ALLEY



70' TOWN CENTER



PROJECT NAME

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GRANTSVILLE, UTAH

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SHEET TITLE

STREET SECTIONS

SHEET NUMBER

43

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# DESERET

## ZONING OVERLAY DISTRICT

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PROJECT NAME

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 ZONING OVERLAY DISTRICT  
 GRANTSVILLE, UTAH

SUBMITTAL DATE:

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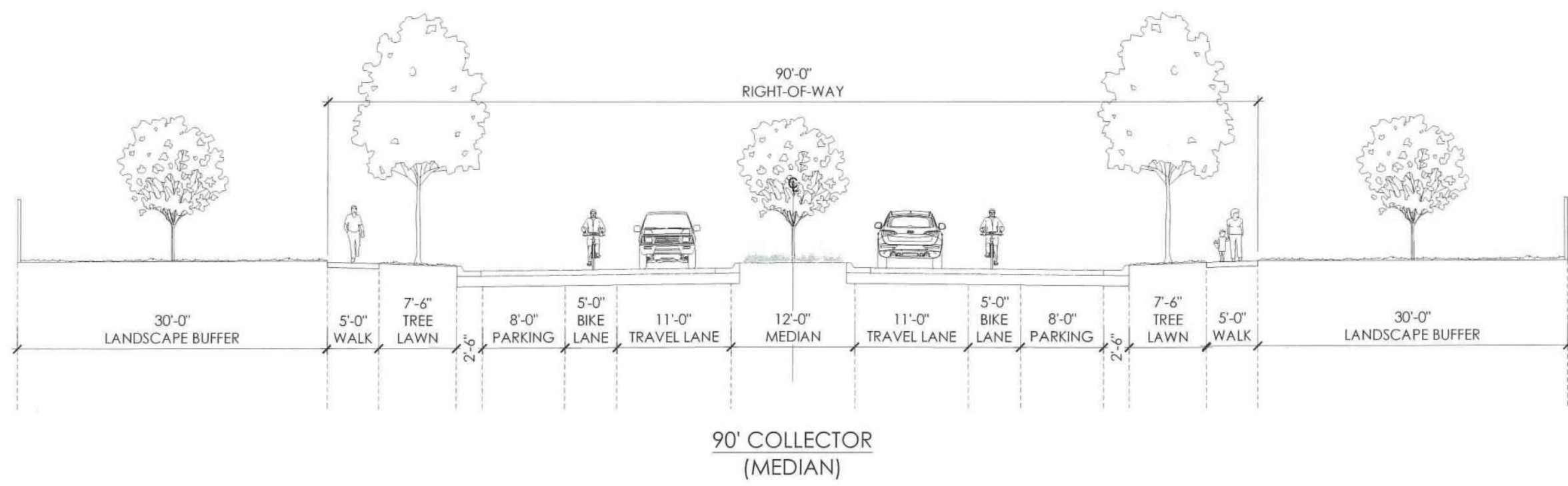
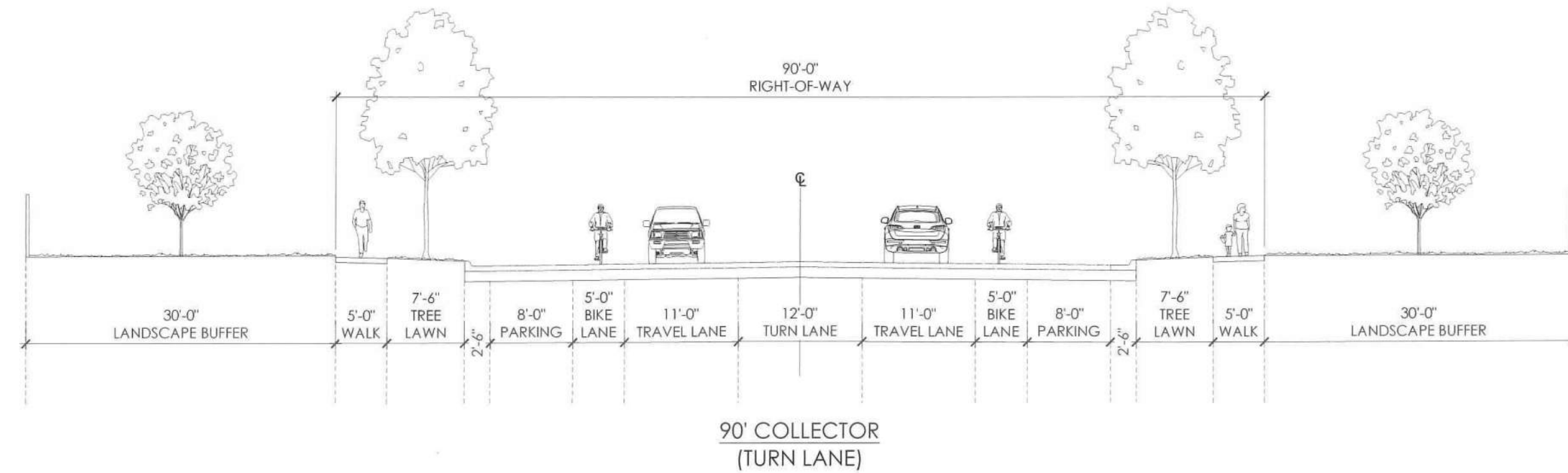
SHEET TITLE

STREET SECTIONS

SHEET NUMBER

44

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# DESERET

## ZONING OVERLAY DISTRICT

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PROJECT NAME

DESERET  
 ZONING OVERLAY DISTRICT  
 GRANTSVILLE, UTAH

SUBMITTAL DATE:

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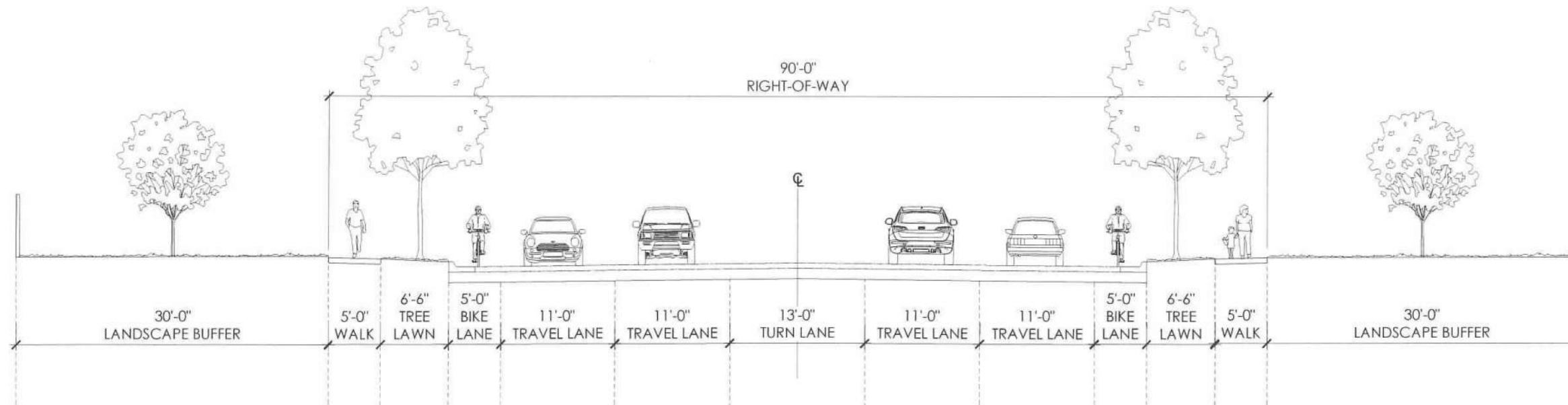
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STREET SECTIONS

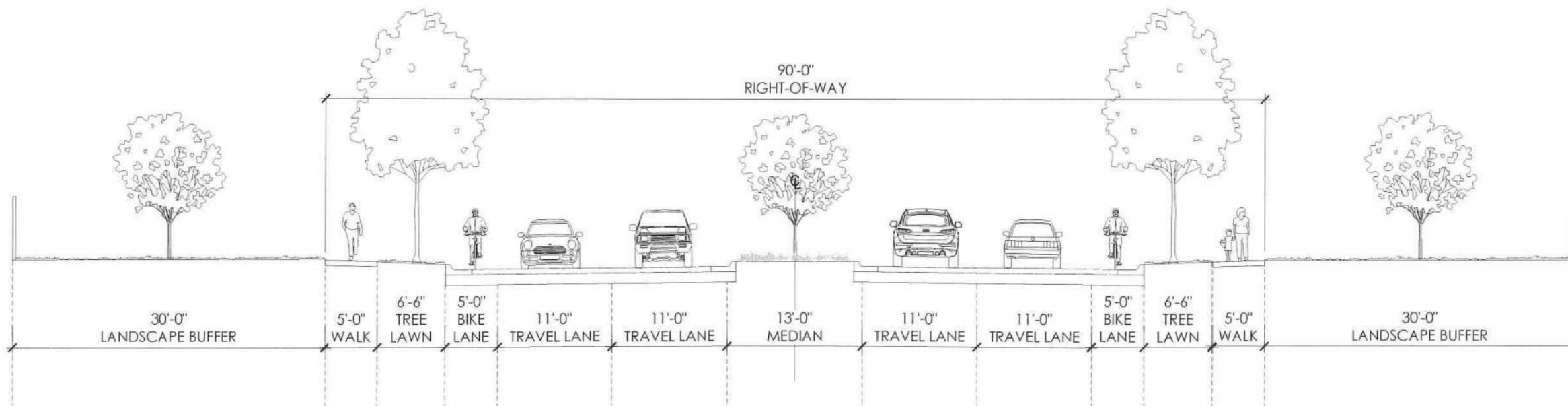
SHEET NUMBER

45

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90' CONDITIONAL ARTERIAL  
 (TURN LANE)

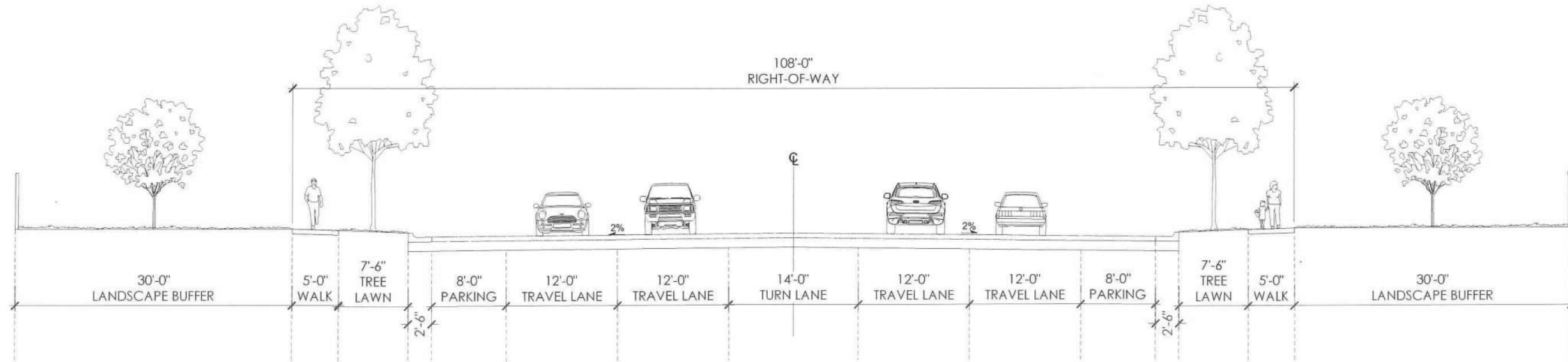


90' CONDITIONAL ARTERIAL  
 (MEDIAN)

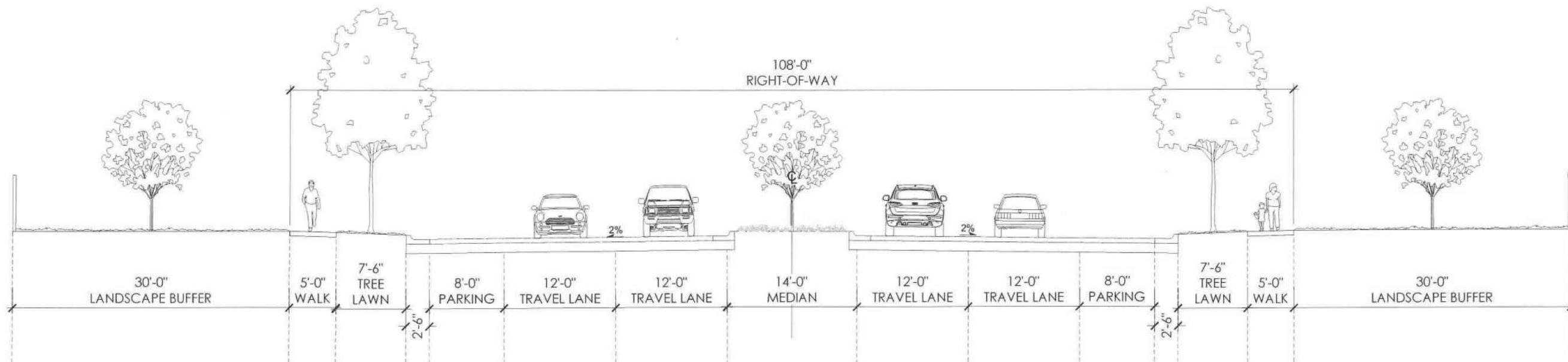
# DESERET

## ZONING OVERLAY DISTRICT

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108' MINOR ARTERIAL  
(TURN LANE)



108' MINOR ARTERIAL  
(MEDIAN)



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

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SHEET TITLE

STREET SECTIONS

SHEET NUMBER

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DESERET  
ZONING OVERLAY DISTRICT

ARCHITECTURE DESIGN STANDARDS

PART A - INTRODUCTION

1. APPLICABILITY - THE DESIGN STANDARDS SHALL BE UTILIZED BY RESIDENTS, DEVELOPERS, ARCHITECTS, ENGINEERS, AND PLANNERS FOR DESIGN AND CONSTRUCTION GUIDANCE WITHIN THIS COMMUNITY. ALL DEVELOPMENTS WITHIN THE OVERALL PROPERTY BOUNDARY ARE SUBJECT TO THE DESIGN STANDARDS CONTAINED HEREIN. IN CASES WHERE THIS DOCUMENT IS SILENT, THE CITY OF GRANTSVILLE STANDARDS AND REGULATIONS APPLY.

PART B - RESIDENTIAL STANDARDS

1. APPLICABILITY - THESE STANDARDS REPRESENT MINIMUM ARCHITECTURAL AND DEVELOPMENT STANDARDS FOR ALL RESIDENTIAL DEVELOPMENT. THESE STANDARDS ENSURE COHESIVENESS IN THE OVERALL COMMUNITY ACROSS MULTIPLE BUILDERS AND PRODUCTS.
2. SINGLE FAMILY ATTACHED AND DETACHED RESIDENTIAL ARCHITECTURAL STANDARDS
- 2.1. APPLICABILITY - ALL SINGLE FAMILY DETACHED AND ATTACHED DWELLINGS SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THESE DESIGN STANDARDS, AS WELL AS APPLICABLE REQUIREMENTS OF THE ADOPTED BUILDING CODE.
- 2.2. EXTERIOR CHANGES - EXTERIOR MATERIAL CHANGES SHOULD OCCUR AT CHANGES IN THE PLANE OF THE BUILDING, NOT EXCLUSIVELY AT THE OUTSIDE CORNERS.
- 2.3. GARAGES - ALL SINGLE FAMILY DETACHED HOMES SHALL INCLUDE A MINIMUM 2-CAR GARAGE OR ENCLOSED PARKING SPACE, EITHER ATTACHED OR DETACHED, AS PART OF THE NEW CONSTRUCTION OR PLACEMENT.
- 2.4. PRODUCT VARIATION
- 2.4.1. APPLICABILITY - THE FOLLOWING HOUSING MODEL VARIETY STANDARDS SHALL APPLY TO ALL NEW RESIDENTIAL SUBDIVISIONS AND DEVELOPMENTS. THESE STANDARDS ARE INTENDED TO PREVENT MONOTONOUS STREETSCAPES AND OFFER CONSUMERS A WIDE CHOICE OF HOUSING STYLES.
- 2.4.2. EACH HOUSING MODEL SHALL PROVIDE AND EXHIBIT AT LEAST THREE FEATURES THAT CLEARLY AND OBVIOUSLY DISTINGUISH THEM FROM OTHER HOUSING MODELS. THESE FEATURES MAY INCLUDE ANY OF THE FOLLOWING:
- 2.4.2.1. BUILDING MASS - BUILDING MASS IS CONSIDERED TO BE THE OUTLINE OF THE STRUCTURE. THIS IS DETERMINED BY THE HEIGHT, WIDTH, AND DEPTH OF THE STRUCTURE.
- 2.4.2.2. BUILDING FORM - BUILDING FORM IS CONSIDERED TO BE THE STYLE OF THE HOME, INCLUDING RANCH, TRI-LEVEL, OR TWO-STORY STRUCTURES.
- 2.4.2.3. ROOF TYPE - ROOF TYPES CONSIST OF MANSARD, HIP, GAMBREL, GABLE, AND FRONT-TO-BACK (SHED STYLE). DIFFERENTIATION MAY ALSO BE ACHIEVED THROUGH THE USE OF ROOF DORMERS, GABLES, AND HIPS. FLAT OR A-FRAME ROOFS SHOULD BE AVOIDED UNLESS APPROPRIATE TO THE ARCHITECTURAL STYLE.
- 2.4.2.4. WINDOWS AND DOORS - THE VERTICAL OR HORIZONTAL VARIATION IN THE PLACEMENT OF AT LEAST TWO WINDOWS AND/OR DOORS ON THE FRONT FACADE ELEVATION OR WINDOW SHAPES THAT ARE SUBSTANTIALLY DIFFERENT. THIS STANDARDS ALSO APPLIES TO ANY ELEVATION FACING A STREET, OPEN SPACE, OR PUBLIC/PRIVATE PARK.
- 2.4.2.5. MATERIALS - THE USE OF AT LEAST TWO DIFFERENT MATERIALS ON THE FRONT FACADE ELEVATION.
- 2.4.2.6. GARAGES - VARIATION IN THE LOCATION AND/OR PROPORTION OF GARAGES AND GARAGE DOORS, SUCH AS ALLEY-LOADED GARAGES, SIDE-LOADED GARAGES, AND THE LIKE. 2-CAR GARAGE VS. 3-CAR GARAGE OF THE SAME ELEVATION DO NOT MEET THE INTENT.
- 2.4.2.7. PORCHES - VARIATIONS IN THE LOCATION, WIDTH, AND PROPORTION OF FRONT PORCHES (MINIMUM SIZE 6 FOOT x 6 FOOT).
- 2.4.2.8. MINOR COSMETIC CHANGES SUCH AS A DIFFERENT PAINT COLOR, REVERSING OR CREATING MIRRORED IMAGES OF THE EXTERIOR ARCHITECTURAL ELEVATIONS, SHUTTERS, DECORATIVE BRACKETS, OR USING DIFFERENT BRICK OR STONE COLOR SHALL NOT MEET THE INTENT OF THIS SECTION.
- 2.4.3. THE SAME HOUSING MODEL WITH THE IDENTICAL STREET ELEVATION DESIGN (OR NEARLY IDENTICAL) SHALL NOT BE PLACED LESS THAN THREE AWAY OR DIRECTLY ACROSS THE STREET FROM ONE ANOTHER. "ACROSS THE STREET" IS DEFINED AS LOTS THAT OVERLAP EACH OTHER WHEN THE SIDE LOT LINES ARE EXTENDED ACROSS THE STREET TO THE OPPOSITE LOT. THE SAME HOUSING MODEL USED AT THE END OF ONE BLOCK SHALL NOT BE REPEATED ON THE FIRST LOT OF THE NEIGHBORING BLOCK.
- 2.4.4. IDENTICAL OR NEARLY IDENTICAL STREET ELEVATION DESIGN MEANS LITTLE OR NO VARIATION IN THE ARTICULATION OF THE FACADE, HEIGHT OR WIDTH OF THE FACADE, PLACEMENT OF THE PRIMARY ENTRANCES OR PORCHES, AND NUMBER AND PLACEMENT OF WINDOWS AND/OR OTHER MAJOR ARCHITECTURAL FEATURES.
- 2.4.5. FINISHED FLOOR ELEVATION SHALL BE A MINIMUM OF TWO FEET ABOVE FLOW LINE OF THE ADJACENT STREET.
- 2.4.6. NO MORE THAN 6 UNITS ARE PERMITTED IN A SINGLE FAMILY ATTACHED BUILDING.
3. GREEN COURT HOME RESIDENTIAL ARCHITECTURAL STANDARDS
- 3.1. ALL GREEN COURT HOMES SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THESE DESIGN STANDARDS, AS WELL AS APPLICABLE REQUIREMENTS OF THE ADOPTED BUILDING CODE.
- 3.2. NO MORE THAN TWO OF THE SAME MODEL ELEVATIONS ARE PERMITTED WITHIN A GREEN COURT CLUSTER. IF TWO OF THE SAME MODEL ELEVATIONS ARE LOCATED WITHIN THE SAME GREEN COURT, THEY MUST USE DIFFERENT COLORS OR MATERIALS.

- 3.3. NO HOME MODEL ELEVATION SHALL BE REPEATED DIRECTLY ACROSS ANY STREET. THIS APPLIES TO STREET-SIDE HOMES ONLY. THIS DOES NOT APPLY TO UNITS LOCATED INTERIOR TO THE GREEN COURT.
- 3.4. THE FRONT FACADE OF ALL "STREET-SIDE" GREEN COURT HOMES SHALL INCORPORATE A COVERED PORCH AND HAVE FRONT DOORS THAT FACE THE STREET.
4. COTTAGE HOME RESIDENTIAL ARCHITECTURAL STANDARDS
- 4.1. APPLICABILITY - ALL COTTAGE HOMES SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THESE DESIGN STANDARDS, AS WELL AS APPLICABLE REQUIREMENTS OF THE ADOPTED BUILDING CODE.
- 4.2. NO MORE THAN TWO OF THE SAME MODEL ELEVATIONS ARE PERMITTED WITHIN A COTTAGE HOME CLUSTER. IF TWO OF THE SAME MODEL ELEVATIONS ARE LOCATED WITHIN THE SAME CLUSTER, THEY MUST USE DIFFERENT COLORS OR MATERIALS.
- 4.3. NO HOME MODEL ELEVATION SHALL BE REPEATED DIRECTLY ACROSS ANY STREET. THIS APPLIES TO STREET-SIDE HOMES ONLY. THIS DOES NOT APPLY TO UNITS LOCATED INTERIOR TO THE MOTOR COURT.
- 4.4. THE FRONT FACADE OF ALL "STREET-SIDE" COTTAGE HOMES SHALL INCORPORATE A COVERED PORCH AND HAVE FRONT DOORS THAT FACE THE STREET.
5. MULTI-FAMILY RESIDENTIAL ARCHITECTURAL AND COMMON AREA STANDARDS
- 5.1. APPLICABILITY - ALL MULTI-FAMILY DWELLINGS SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THESE DEVELOPMENT STANDARDS, AS WELL AS APPLICABLE REQUIREMENTS OF THE ADOPTED BUILDING CODE.
- 5.2. BUILDING DESIGN
- 5.2.1. THE ARCHITECTURAL DESIGN APPROACH SHALL EMPHASIZE COMPATIBILITY WITH EXISTING DEVELOPMENT AND SITE DESIGN.
- 5.2.2. THE DESIGN OF NEW STRUCTURES IN OR ADJACENT TO EXISTING DEVELOPED AREAS SHALL BE COMPATIBLE WITH, OR AN UPGRADE TO, THE ESTABLISHED ARCHITECTURAL CHARACTER OF SUCH AREAS. COMPATIBILITY MAY BE ACHIEVED THROUGH TECHNIQUES SUCH AS:
- 5.2.2.1. REPETITION OF ROOF LINES
- 5.2.2.2. USE OF SIMILAR PROPORTIONS IN BUILDING MASS AND OUTDOOR SPACES
- 5.2.2.3. SIMILAR RELATIONSHIPS TO THE STREET
- 5.2.2.4. SIMILAR WINDOW AND DOOR PATTERNS
- 5.2.2.5. BUILDING MATERIALS WITH SIMILAR COLORS AND TEXTURES
- 5.2.3. TREAT ALL SIDES WITH SIMILAR MATERIALS. MULTI-FAMILY BUILDING FACADES SHALL BE ARTICULATED WITH PORCHES, BALCONIES, BAYS, OR OTHER OFFSETS.
- 5.2.4. ACCESSORY BUILDINGS SHALL HAVE THE SAME CHARACTER AND MATERIALS AS PRIMARY BUILDINGS.
- 5.3. FACADES
- 5.3.1. FACADES THAT FACE A STREET OR PARKING AREA SHALL NOT HAVE A BLANK, UNINTERRUPTED LENGTH EXCEEDING 50 FEET WITHOUT INCLUDING AT LEAST TWO OF THE FOLLOWING:
- 5.3.1.1. CHANGE IN PLANE
- 5.3.1.2. CHANGE IN COLOR, TEXTURE OR PATTERN, MATERIAL
- 5.3.1.3. WINDOWS
- 5.3.1.4. COLUMNS, PIERS, OR EQUIVALENT ELEMENT THAT SUBDIVIDES THE WALL
- 5.3.2. FACADES GREATER THAN 150 FEET IN LENGTH SHALL INCORPORATE WALL PLANE PROJECTIONS OR RECESSES HAVING A DEPTH OF AT LEAST 2% OF THE LENGTH OF THE FACADE AND OCCUPY AT LEAST 20% OF THE LENGTH OF THE FACADE.
- 5.4. BUILDING ENTRANCES
- 5.4.1. PRIMARY BUILDING ENTRANCES SHALL BE CLEARLY DEFINED AND PROVIDE SHELTER AND INCLUDE A MINIMUM OF TWO OF THE FOLLOWING:
- 5.4.1.1. CANOPY, ARCADE, OR PORTICO
- 5.4.1.2. OVERHANG OR RECESS
- 5.4.1.3. RAISED CORNICED PARAPET
- 5.4.1.4. PEAKED ROOF OR ARCH
- 5.4.1.5. ARCHITECTURAL DETAIL SUCH AS COLUMNS, TILE WORK, STONE OR MOLDINGS INTEGRATED INTO THE BUILDING STRUCTURE
- 5.4.1.6. INTEGRAL PLANTERS OR WING WALLS THAT INCORPORATE LANDSCAPED AREAS AND/OR SEATING
- 5.4.1.7. SPECIAL LANDSCAPE FOR SITE FEATURE(S)
- 5.5. ROOF AND TOP TREATMENTS
- 5.5.1. ROOFTOP MECHANICAL EQUIPMENT MUST BE NON-OBTRUSIVE, SCREENED FROM VIEW, OR DESIGNED TO BE INTEGRAL COMPONENTS OF THE BUILDING.
- 5.5.2. THE AVERAGE PARAPET HEIGHT MAY NOT EXCEED 15% OF THE SUPPORTING WALL HEIGHT.
- 5.5.3. LARGE SLOPED ROOFS SHALL HAVE VARIATIONS IN HEIGHT OR OFFSETS TO BREAK UP THE LARGE PLANE WITH A MAXIMUM OF 100 LINEAR FEET PER ONE PLANE.
- 5.6. COMMON AREA
- 5.6.1. COMMON AREA IS DEFINED AS ANY AREA OR SPACE DESIGNED FOR JOINT USE OF RESIDENTS OF A MULTI-FAMILY RESIDENTIAL BUILDING OR COMPLEX.
- 5.6.2. MULTI-FAMILY RESIDENTIAL DEVELOPMENT SHALL REQUIRE A MINIMUM OF 20% COMMON AREA.



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

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5/29/2025

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ARCHITECTURE  
DESIGN STANDARDS

SHEET NUMBER

47

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DESERET  
ZONING OVERLAY DISTRICT

ARCHITECTURE DESIGN STANDARDS (CONTINUED)

PART C - COMMERCIAL STANDARDS

1. APPLICABILITY - THESE DESIGN STANDARDS APPLY TO THE CREATION OF AND IMPROVEMENTS TO HIGHLY-VISIBLE NEIGHBORHOOD, COMMUNITY, AND REGIONAL-SCALE COMMERCIAL AREAS.
2. CONTEXT AND SCALE

2.1. IN ORDER TO ACHIEVE COHESIVE DESIGNS AND DEFINE SPACES WITHIN EACH AREA OF DEVELOPMENT, ATTENTION MUST BE PAID TO BUILDINGS AND FEATURES SURROUNDING THE PROPOSED IMPROVEMENT. THESE AREAS SHALL BE DESIGNED AT A PEDESTRIAN SCALE.

2.2. THE DESIGN OF BUILDINGS WHICH FACE PUBLIC STREETS, ADJACENT DEVELOPMENTS, OR CONNECTED PEDESTRIAN SPACES SHALL EMPLOY, ALONG A MINIMUM OF 40 PERCENT OF THE FACADE, AT LEAST TWO OF THE FOLLOWING:

2.2.1. SIMILAR WINDOWS AND PATTERNS

2.2.2. REPETITION OF ROOF LINES

2.2.3. SIMILAR BUILDING MATERIALS AND TEXTURES

2.2.4. SHADING DEVICES INCLUDING ARCADES, AWNINGS, AND ARBORS

2.2.5. SIMILAR PROPORTIONS OF ELEMENTS

2.3. THE ABOVE REQUIREMENT IS FOR ALL ELEVATIONS OF A BUILDING REFERRED TO AS 360° DESIGN.
3. ARTICULATION

3.1. WALL DESIGN FOR ALL FACADES SHALL VARY AT LEAST EVERY 50 HORIZONTAL FEET BY USE OF AT LEAST TWO OF THE FOLLOWING:

3.1.1. CHANGES IN COLOR, TEXTURE, OR MATERIALS

3.1.2. CHANGES IN WALL PLANE PROJECTIONS, REVEALS, ENTRANCES, AND RECESSES WITH A MINIMUM CHANGE OF ONE FOOT

3.1.3. CHANGE IN GLAZING / CURTAIN WALL

3.1.4. VARIETY IN ROOFS SUCH AS PITCH, HEIGHT, AND STYLE

3.1.5. ENHANCED ARTICULATION ALONG PEDESTRIAN PATHS
4. BUILDING ENTRANCES

4.1. PUBLIC BUILDING ENTRANCES SHALL BE CLEARLY DEFINED AND FEATURE AT LEAST TWO OF THE FOLLOWING ELEMENTS:

4.1.1. CANOPIES OR PORTICOS

4.1.2. OVERHANGS, RECESSES, OR PROJECTIONS

4.1.3. ARCADES

4.1.4. ARCHES

4.1.5. DISPLAY WINDOWS ALONG SIDEWALKS

4.1.6. INTEGRAL PLANTERS OR WING WALLS WITH INCORPORATED LANDSCAPE AREAS AND/OR SEATING

4.1.7. DISTINCTIVE ROOF FORMS

4.1.8. AWNINGS

4.1.9. COLUMNS, TILE WORK, MOLDINGS, AND STONE INTEGRATED INTO THE DESIGN OF THE BUILDING
5. MECHANICAL EQUIPMENT, LOADING AREAS, AND OUTDOOR STORAGE

5.1. ALL LOADING DOCKS, ACCESSORY OUTDOOR STORAGE, AND SERVICE YARDS SHALL BE LOCATED TO THE SIDE AND REAR YARDS OF BUILDINGS.

5.2. ALL OUTDOOR STORAGE YARDS, LOADING DOCKS, SERVICE AREAS, AND MECHANICAL EQUIPMENT SHALL BE CONCEALED FROM VIEW FROM RESIDENTIAL USES AND PUBLIC R.O.W. BY A COMBINATION OF SCREENS AND SCREENING MATERIALS (I.E. PLANTS) AT LEAST AS HIGH AS THE EQUIPMENT OR AREAS THEY HIDE. SCREENS SHALL BE DESIGNED WITH COLORS AND MATERIALS SIMILAR TO THOSE USED ON THE BUILDING ARCHITECTURE. PLANTS USED IN COMBINATION WITH SCREENS/FENCING SHALL BE AN EVERGREEN SPECIES.
6. RETAINING WALLS

6.1. ANY PORTION OF CONCRETE OR MASONRY RETAINING WALLS VISIBLE FROM PUBLIC STREETS SHALL BE COVERED WITH DECORATIVE MATERIALS SUCH AS STONE, BRICK, OR STUCCO.

PART D - SITE PLAN STANDARDS

1. EACH PLANNING AREA SHALL HAVE A MINIMUM OF 5% LANDSCAPE AREA IN ADDITION TO PARKS AND OPEN SPACE REQUIREMENTS.
2. BLOCK LENGTHS SHALL NOT EXCEED 700 FEET WITHOUT A 30' LANDSCAPE TRACT. IF A LANDSCAPE TRACT IS PROVIDED, THE MAXIMUM BLOCK LENGTH SHALL BE 1,000 FEET.
3. DRY UTILITY EASEMENTS SHALL BE A MINIMUM OF 5 FEET IN THE FRONT, 7.5 FEET IN THE REAR, AND 5 FEET ON THE SIDE OF EACH LOT. SIDE EASEMENTS SHALL ONLY BE PROVIDED IF NEEDED FOR UTILITY CONNECTIONS.



PROJECT NAME

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ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

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LANDSCAPE DESIGN STANDARDS

PART E - LANDSCAPE

1. LANDSCAPE DESIGN PRINCIPLES
- 1.1. ALL DEVELOPMENT SHALL DEMONSTRATE ADHERENCE TO THE FOLLOWING LANDSCAPE DESIGN PRINCIPLES:

1.1.1. DESIGN TO PROVIDE AN ATTRACTIVE, COMFORTABLE ENVIRONMENT FOR USERS WHILE MINIMIZING MAINTENANCE NEEDS, IRRIGATION WATER REQUIREMENTS, AND THE USE OF HERBICIDES AND PESTICIDES

1.1.2. DESIGN LANDSCAPES TO CREATE A NATURALIZED APPEARANCE. USE PLANT MATERIALS THAT ARE INDIGENOUS TO NORTHERN UTAH WHERE POSSIBLE. ONLY USE INTRODUCED SPECIES IN ORDER TO ACHIEVE DESIGN OBJECTIVES THAT CANNOT BE ACHIEVED WITH THE USE OF NATIVE SPECIES.

1.1.3. COORDINATE THE DESIGN OF THE LANDSCAPE WITH SITE EROSION PROTECTION, STORM DRAINAGE, AND WATER QUALITY IMPROVEMENT SYSTEMS.

1.1.4. DESIGN AND MANAGE IRRIGATION SYSTEMS TO ACHIEVE PEAK EFFICIENCY.
2. PARKWAY DESIGN OF ARTERIAL AND COLLECTOR STREETS
- 2.1. VEHICULAR ENTRIES WILL CONTAIN BOTH SIGNAGE AND LANDSCAPING THAT TIE INTO THE OVERALL DEVELOPMENT PARKWAY DESIGN. THE CIRCULATION PLAN ILLUSTRATES THE MAJOR ENTRIES INTO THE SITE.

2.2. IN ORDER TO CREATE AN APPROPRIATE LANDSCAPE CORRIDOR ALONG MAJOR ROADWAYS, LARGE MASSES OF TREES AND SHRUBS ARE REQUIRED. THE RIGHT-OF-WAY (R.O.W.) WILL BE PRIMARILY DROUGHT-TOLERANT TURF OR IRRIGATED NATIVE SEED. THIS TREATMENT WILL TRANSITION TO DRIFTS OF SHRUB AND/OR PERENNIAL BEDS AND TREE GROUPINGS THAT MEANDER FROM JUST INSIDE THE R.O.W. TO THE EDGE OF THE BUFFERS AND BACK. THE GOAL IS TO AVOID A STRAIGHT-LINE TREATMENT AT THE EDGE OF THE R.O.W. WALKS WILL BE DETACHED AND MEANDER WITHIN THE R.O.W. AND OUTSIDE OF THE R.O.W. INTO THE LANDSCAPE BUFFER IF DESIRED.

2.3. MEDIANS WILL BE PLANTED IN A SIMILAR FASHION TO THE PARKWAY OR WILL BE CONSTRUCTED OF COLORED AND STAMPED CONCRETE.

2.4. THE PARKWAY DESIGN SHALL EMPHASIZE XERISCAPE PRINCIPLES AND A UNIQUE LOOK THAT SETS THE COMMUNITY APART.
3. ARTERIAL AND COLLECTOR STREET BUFFER
- 3.1. A 30 FOOT AVERAGE LANDSCAPE BUFFER WILL BE PROVIDED ALONG ARTERIAL AND COLLECTOR STREETS. THE BUFFER MAY VARY IN WIDTH TO CREATE VISUAL INTEREST BUT SHALL BE A MINIMUM OF 20 FEET AT ITS NARROWEST DIMENSION.
4. MINIMUM PLANT SIZE - ALL CANOPY SHADE TREES SHALL BE A MINIMUM OF 2.5 INCH CALIPER AT TIME OF PLANTING. ALL EVERGREEN TREES SHALL BE A MINIMUM OF SIX FEET TALL AT TIME OF PLANTING. ALL ORNAMENTAL TREES SHALL BE A MINIMUM OF 1.5 INCH CALIPER AT TIME OF PLANTING. FIVE GALLON CONTAINERS ARE REQUIRED FOR ALL SHRUBS. ORNAMENTAL GRASSES AND PERENNIALS MAY BE ONE GALLON CONTAINERS.
5. MINIMUM PLANT MATERIAL QUANTITIES
- 5.1. SHRUBS MAY BE SUBSTITUTED FOR UP TO 25% OF THE REQUIRED SHADE TREES AT A RATE OF FIVE SHRUBS PER ONE SHADE TREE. SHRUB SUBSTITUTES SHALL BE NO LESS THAN A 5 GALLON CONTAINER AT THE TIME OF PLANTING.

5.2. BUFFER

5.2.1. LANDSCAPE BUFFERS SHALL CONTAIN A MINIMUM OF ONE TREE AND TEN SHRUBS PER 40 LINEAR FEET.

5.2.2. WHERE RESIDENTIAL USES BACK TO THE ROAD, 50% OF THE TREES PROVIDED SHALL BE EVERGREEN.

5.3. DETENTION AND/OR DRAINAGE

5.3.1. DETENTION PONDS SHALL REQUIRE ONE CANOPY SHADE TREE OR EVERGREEN TREE PER 100 LINEAR FEET OF POND PERIMETER, AS MEASURED ALONG THE TOP OF THE BANK ELEVATION.

5.3.2. DRAINAGE CORRIDORS SHALL REQUIRE ONE CANOPY SHADE TREE OR EVERGREEN TREE PER 200 LINEAR FEET.
- 5.4. PARKWAY

5.4.1. PARKWAYS ARE DEFINED AS THE GROUND AREA WITHIN THE STREET RIGHT-OF-WAY SITUATED BETWEEN THE BACK OF CURB (OR EDGE OF PAVEMENT) AND THE SIDEWALK.

5.4.2. PARKWAY TREES ALONG ARTERIAL AND COLLECTOR STREETS SHALL BE PLANTED AT A RATE OF ONE CANOPY SHADE TREE PER 30 LINEAR FEET.

5.4.3. PARKWAY TREES ALONG LOCAL STREETS SHALL BE PLANTED AT A RATE OF ONE CANOPY SHADE TREE PER LOT OR ONE CANOPY SHADE TREE PER 30 LINEAR FEET WHERE HOMES DO NOT FRONT.

5.4.4. LINEAR FEET SHALL BE MEASURED ALONG THE SOFT SURFACE OF THE PARKWAY ONLY.

5.4.5. PARKWAY PLANTING SHALL UTILIZE A VARIETY OF TREE SPECIES. NO MORE THAN 50% OF ANY ONE SPECIES MAY BE PLANTED IN A PARKWAY.

5.4.6. PARKWAYS MAY INCLUDE A VARIETY OF GROUND COVER INCLUDING (BUT NOT LIMITED TO) SHRUBS, ORNAMENTAL GRASSES, PERENNIALS, CEDAR AND/OR ROCK MULCH, DECORATIVE BOULDERS, TURF GRASS/SOD, AND MASONRY PAVERS.

5.5. MEDIAN

5.5.1. MEDIANS SHALL REQUIRE ONE CANOPY SHADE TREE OR ORNAMENTAL TREE EVERY 40 LINEAR FEET ON AVERAGE. AT LEAST HALF OF THE TREES SHALL BE CANOPY SHADE TREES. EVERGREEN TREES ARE NOT PERMITTED WITHIN MEDIANS UNLESS PRE-APPROVED. ORNAMENTAL TREES MAY BE GROUPED CLOSER TOGETHER TO ACHIEVE A SPECIFIC AESTHETIC LOOK.

5.5.2. SHRUBS SHALL BE PROVIDED AT A RATIO OF SIX SHRUBS PER 50 LINEAR FEET OF MEDIAN.

5.6. PARKING LOT

5.6.1. INTERIOR PARKING LOT ISLANDS SHALL HAVE A MINIMUM OF ONE CANOPY SHADE TREE PER 10 FOOT BY 18 FOOT ISLAND OR TWO CANOPY SHADE TREES PER 10 FOOT BY 36 FOOT ISLAND.

5.6.2. PARKING LOT PERIMETERS SHALL CONTAIN A MINIMUM OF ONE TREE AND FIVE SHRUBS PER 40 LINEAR FEET.

5.7. PARKS

5.7.1. PARKS SHALL CONTAIN A MIX OF ONE CANOPY SHADE TREE AND/OR EVERGREEN TREE PER 1,500 SQUARE FEET.

5.7.2. SHRUBS SHALL BE PLANTED AT A RATE OF FIVE SHRUBS PER 1,500 SQUARE FEET OF PARK SPACE.

5.7.3. SPORTS FIELDS OR COURTS (I.E. BASEBALL, VOLLEYBALL, TENNIS, ETC.) IN PARKS SHALL NOT HAVE A PLANTING REQUIREMENT.

5.8. ALL OTHER LANDSCAPE AREAS

5.8.1. ALL OTHER LANDSCAPE AREAS REQUIRE ONE TREE AND 5 SHRUBS PER 3,000 SQUARE FEET.

6. RESIDENTIAL LANDSCAPE

6.1. FRONT YARD LANDSCAPE SHALL BE INSTALLED WITHIN 90 DAYS OF OCCUPANCY, UNLESS THE HOME IS FIRST OCCUPIED BETWEEN OCTOBER 1 AND MARCH 1, WHEN IT MAY BE DELAYED UNTIL THE FOLLOWING JULY 1.

7. WATERWISE LANDSCAPES

7.1. NO MORE THAN 30% TURF IS PERMITTED IN TREE LAWNS, LANDSCAPE BUFFERS AND OTHER PASSIVE LANDSCAPED AREAS.

7.2. TURF WITHIN PARKS SHALL BE LIMITED TO ACTIVE AREAS SUCH AS FIELDS.

7.3. ALL LANDSCAPE WITHIN THE COMMUNITY SHALL BE WATERED BY AN AUTOMATIC IRRIGATION SYSTEM EXCEPT FOR NATIVE GRASS WITHIN OPEN SPACE AREAS, WHICH DOES NOT REQUIRE IRRIGATION.

7.4. LANDSCAPE BEDS SHALL BE WATERED WITH A DRIP IRRIGATION SYSTEM.

7.5. SEPARATE WATER ZONES ARE REQUIRED FOR TURF AND LANDSCAPE BEDS.

7.6. PLANTS SHALL BE WATERWISE AND ADAPTED TO GRANTSVILLE'S LOCAL CLIMATE.

PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

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LANDSCAPE DESIGN  
STANDARDS

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# DESERET

## ZONING OVERLAY DISTRICT

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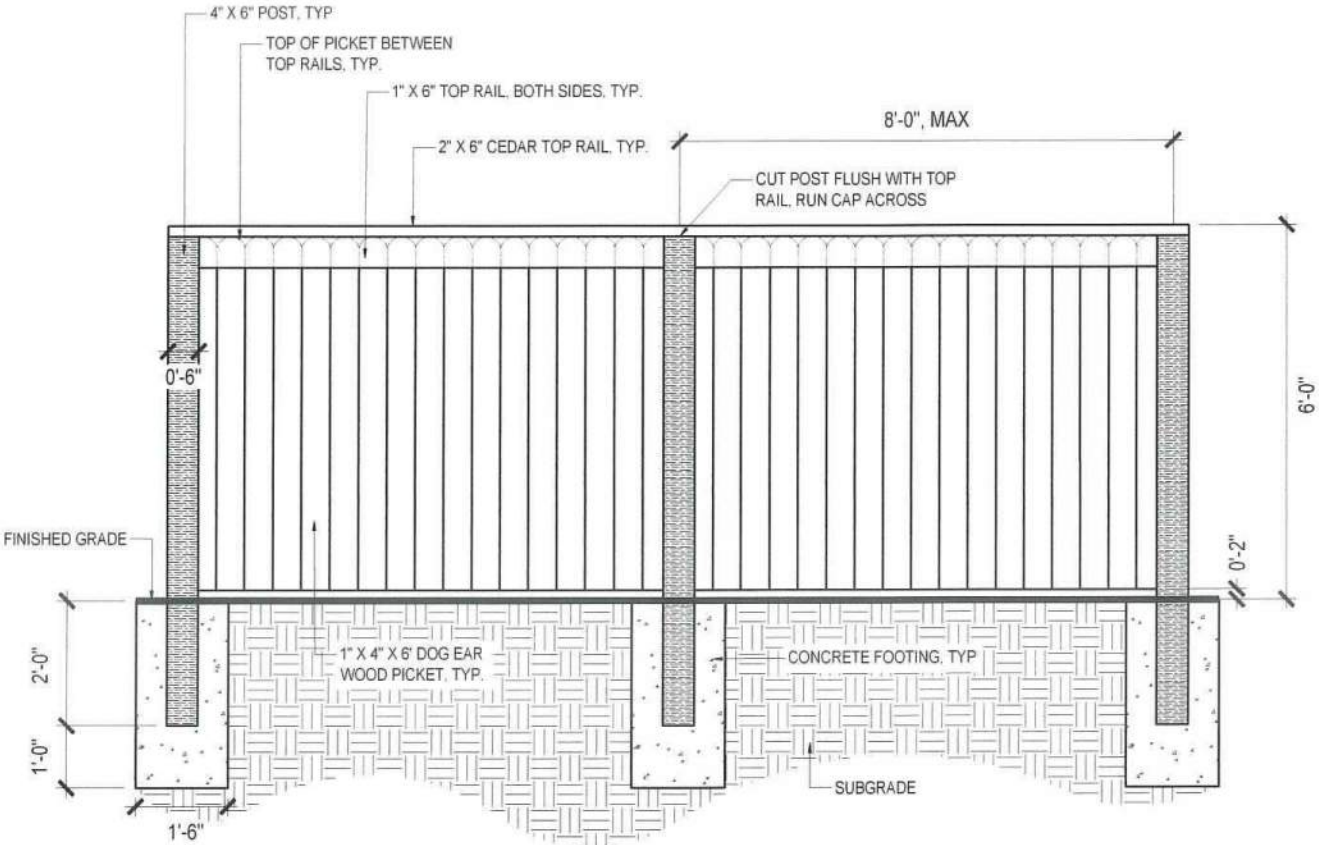
### FENCING AND LIGHTING DESIGN STANDARDS

#### PART F - FENCING

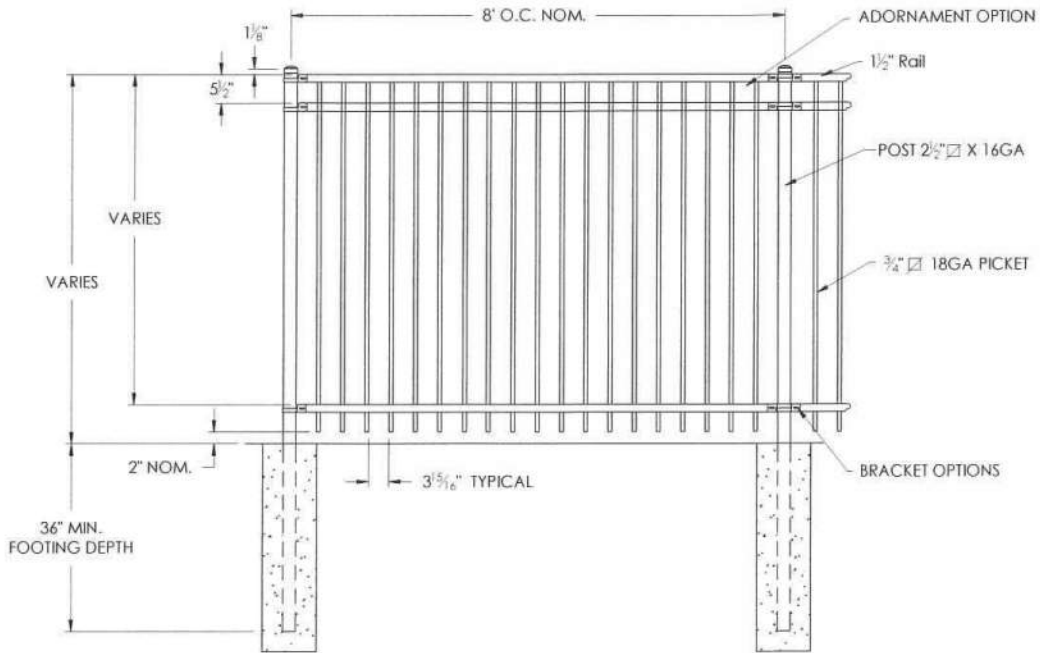
1. SINGLE FAMILY DETACHED, TWIN HOME, TWO FAMILY, AND SINGLE FAMILY ATTACHED RESIDENTIAL FENCING
  - 1.1. ALL FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
  - 1.2. CHAIN LINK AND VINYL FENCING ARE NOT PERMITTED IN RESIDENTIAL APPLICATIONS.
2. MULTI-FAMILY RESIDENTIAL FENCING
  - 2.1. ALL MULTI-FAMILY RESIDENTIAL FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
  - 2.2. CHAIN LINK AND VINYL FENCING ARE NOT PERMITTED IN MULTI-FAMILY RESIDENTIAL APPLICATIONS.
  - 2.3. ORNAMENTAL METAL FENCING IS PERMITTED IN CLUBHOUSE APPLICATIONS, SUCH AS AROUND POOLS.
3. NON-RESIDENTIAL FENCING
  - 3.1. CHAIN LINK FENCE IS PERMITTED IN CERTAIN COMMERCIAL APPLICATIONS AND SPORTS FIELDS/COURTS BUT SHALL BE VINYL-COATED.
  - 3.2. CHAIN LINK SHALL BE RESTRICTED WHEN POSSIBLE.
  - 3.3. ELECTRIC FENCING AND BARBED WIRE, OR SIMILAR, ARE NOT PERMITTED.
  - 3.4. ALL OTHER FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS. VINYL IS NOT PERMITTED.
  - 3.5. EXCESSIVE FENCING SHALL BE AVOIDED THROUGH THE USE OF STAGGERING, LANDSCAPE, AND BUFFERING.
  - 3.6. THE MAXIMUM HEIGHT FOR COMMERCIAL FENCING IS 8 FEET.
4. ARTERIAL STREET FENCING
  - 4.1. A SIX FOOT SOLID PRIVACY FENCE IS REQUIRED ALONG ALL ARTERIAL STREETS.
  - 4.2. ARTERIAL FENCES SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
5. OPEN RAIL FENCING
  - 5.1. OPEN RAIL FENCING IS PERMITTED ADJACENT TO PARKS, OPEN SPACES, AND DRAINAGE CORRIDORS.
  - 5.2. OPEN RAIL FENCES SHALL CONSIST OF NATURAL (I.E. WOOD) OR COMPOSITE MATERIALS.
6. ADJOINING PROPERTY FENCING
  - 6.1. A SIX FOOT SOLID PRIVACY FENCE IS REQUIRED ALONG THE REAR OR SIDE LOT LINE OF ANY HOME OR COMMERCIAL SITE ADJACENT TO NEIGHBORING PROPERTIES. THIS FENCING REQUIREMENT IS NOT REQUIRED IF THE HOME OR COMMERCIAL SITE IS ADJACENT TO OPEN SPACE.

#### PART G - LIGHTING

1. ALL DEVELOPMENT SHALL PROVIDE ADEQUATE LIGHTING SO AS TO ASSURE SAFETY AND SECURITY. LIGHTING INSTALLATIONS SHALL NOT HAVE AN ADVERSE IMPACT ON TRAFFIC SAFETY OR THE SURROUNDING AREA. LIGHT SOURCES SHALL BE SHIELDED AND SHALL NOT SHINE ONTO ADJACENT PROPERTIES.
2. LIGHTING FIXTURES SHALL BE "DARK SKY" COMPLIANT.
3. THE MAXIMUM POLE HEIGHT FOR COMMERCIAL AND INDUSTRIAL APPLICATIONS IS 40 FEET.
4. THE MAXIMUM POLE HEIGHT FOR RESIDENTIAL APPLICATIONS IS 25 FEET.
5. IN ORDER TO REDUCE LIGHT POLLUTION, STREET LIGHTS ARE ONLY REQUIRED AT INTERSECTIONS, ENDS OF CUL-DE-SAC, AND ACCESS POINTS INTO NON-RESIDENTIAL USES.



6' SOLID WOOD PRIVACY FENCE

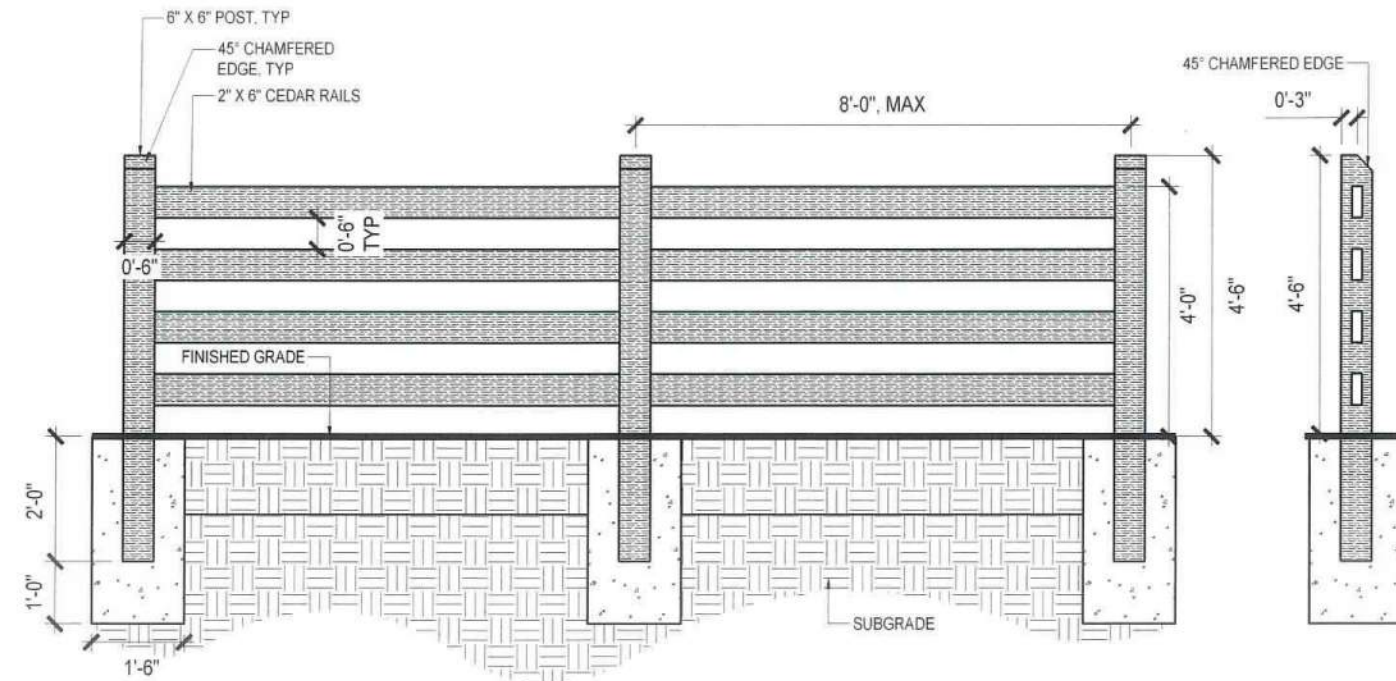


ORNAMENTAL METAL FENCE

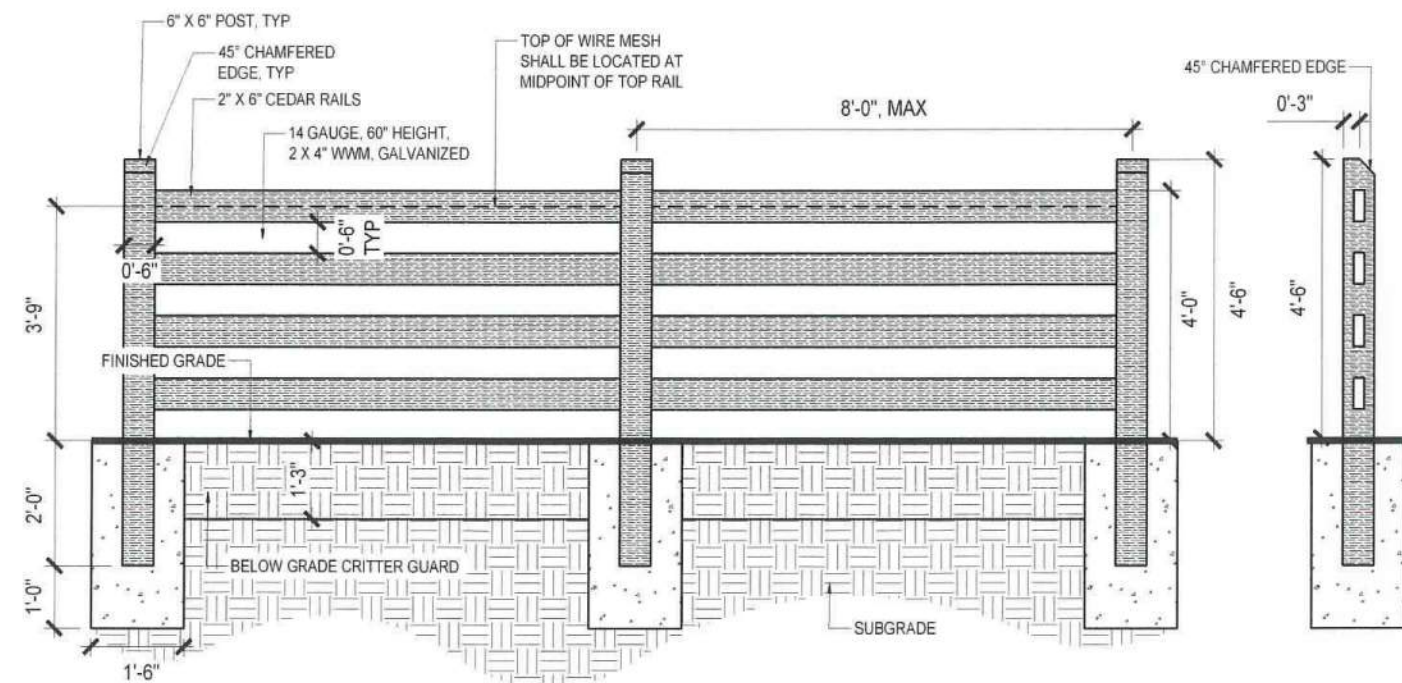


# DESERET ZONING OVERLAY DISTRICT

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4' OPEN RAIL FENCE



4' OPEN RAIL FENCE WITH WIRE MESH



PROJECT NAME

DESERET  
ZONING OVERLAY DISTRICT  
GRANTSVILLE, UTAH

SUBMITTAL DATE:

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FENCING AND LIGHTING  
DESIGN STANDARDS

SHEET NUMBER

51

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# **AGENDA ITEM #5**

Discussion of Proposed Amendments to  
Chapter 7 – Conditional Uses



## STAFF REPORT

**TO:** Planning Commission

**FROM:** Bill Cobabe, Community Development Department

**MEETING DATE:** November 4, 2025

**PUBLIC HEARING DATE:** N/A

**RE:** Consideration of Amendment to the Conditional Uses Ordinance (Chapter 7)

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## Background

The Code from time to time needs revision to address the changing nature of our departments, the need to clarify some points in the Code, and to provide additional regulations to more closely align with the values and goals of the City. The proposed changes are outlined in detail in the report below and in the subsequent attachments. Please note that the changes in the Code are noted with **additions in green and bold** and ~~deletions are red and strikethrough~~.

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## Proposed Amendments

(Please refer to the attached documents for the full text of the proposed Code changes).

### Chapter 7. Conditional Uses

The current Code allows for certain decisions related to an existing conditional use permit to be amended by approval of the Planning Commission. Certain modifications or changes can be made administratively by the Zoning Administrator, if they are found not to have a significant impact beyond the site. The proposed changes would require that any/all amendments to an approved conditional use permits go through the Planning Commission. Further, it defines the role of the Zoning Administrator as advisory, explicitly removing the authority to modify, remove, or alter conditions imposed.

The process for these amendments is as follows:

1. The Planning Commission makes a determination on a conditional use permit.
2. The applicant reviews conditions discussed and approved by the Planning Commission and, if desired, submits a written request (via email) for exercising the authority granted in Section 7.15 to appeal the conditions.

*\*\* Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

*The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.*





3. The Zoning Administrator and other City Staff reviews the request to determine if it is a change that will not have a significant impact beyond the site. If so, the Zoning Administrator may administratively make an amendment. Otherwise...
4. When/if there is any doubt regarding the appropriateness or impact of the proposed change, the Zoning Administrator may send it to the Planning Commission for review and amendment. Problematic language exists in 7.14 (1)(b)(ii), where discretionary “reasonable” conditions may be attached to a CUP. Please see the discussion below in Staff Analysis.

This item is for discussion only at the Planning Commission meeting, pending any changes or revision to the Code agreed upon by the Planning Commission and after due public notice per local and state ordinance.

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## **Staff Analysis**

- It is within the rights and authority of the Planning Commission to make recommendations on revisions to the Code. The proposed changes clarify the role of the Zoning Administrator and Planning Commission regarding alterations to already-approved conditional use permits. All recommended changes of the Planning Commission must be approved by the City Council before the ordinance changes go into effect.
- The only concern that Planning Staff has with the proposed language is with regard to the phrases “approve with conditions,” and “reasonably related to mitigating anticipated detrimental impacts”. If conditions are not explicitly stated in the Code, they cannot be considered or imposed on a conditional use permit. Courts have found that no discretion is given to cities in this regard – administrative items are those items which must be allowed if they meet the requirements in the Code, or not allowed if they cannot meet those conditions. Any ambiguity in the Code – including the phrase “reasonably related” – gives enough room for question to allow for a developer to gain advantage and have the conditions not apply or the ambiguous Code be enforced. In administrative items, like conditional use permits, the Code is affirmative and explicit. State Code, Section 10-9a-509 (1) states that:

*(g) A municipality may not impose on an applicant who has submitted a complete application a requirement that is not expressed in:*

*(i) this chapter;*

*(ii) a municipal ordinance in effect on the date that the applicant submits a complete application, subject to Subsection 10-9a-509(1)(a)(ii); or*

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*(iii) a municipal specification for public improvements applicable to a subdivision or development that is in effect on the date that the applicant submits an application.*

So, there simply is no discretion given to cities to apply conditions or requirements on an applicant that are not stated in the state code, the city's code, or in a planning commission meeting that would allow for an unregulated "reasonably related" mitigation. The reasonable test applies to legislative decisions, not administrative decisions.

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## **Attachments**

### **Attachment 1: Proposed Changes to Chapter 7: Conditional Uses**

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*The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.*



## Attachment 1: Proposed Changes to Chapter 7: Conditional Uses

### Chapter 7 Conditional Uses

#### 7.15 Amendment Of A Conditional Use Permit

(1) Once granted, a conditional use permit shall not be enlarged, changed, extended, increased in intensity, or relocated unless an application is made to amend the existing permit, and approval is given by the Planning Commission, ~~except as provided below:~~

~~(a) The Zoning Administrator may administratively consider, approve, or disapprove modifications or changes which are consistent with the purpose and intent of this ordinance. In addition, such administrative determinations may be made only where the following conditions exist:~~

~~i. All additions, modifications, or changes are determined not to have significant impact beyond the site.~~

~~ii. Any decision of the Zoning Administrator may be appealed within 30 days to the Planning Commission.~~

#### **(a) Conditional Use Permits - Authority and Procedure**

**The Planning Commission shall have the exclusive authority to approve, approve with conditions, or deny all Conditional Use Permit applications. Any conditions imposed shall be based on substantial evidence in the record and shall be reasonably related to mitigating anticipated detrimental impacts of the proposed use.**

**The Zoning Administrator shall serve in an administrative and advisory capacity only. The Zoning Administrator may provide staff recommendations, technical input, and code interpretation to assist the Planning Commission in its decision-making process but shall not have the authority to modify, remove, or alter conditions imposed by the Planning Commission.**

**Any request to amend or remove a condition of approval on an existing Conditional Use Permit shall be reviewed and acted upon by the Planning Commission in the same manner as the original approval.**

(b) The Planning Commission may consider, approve with modifications, or disapprove amendments to a conditional use permit where the Zoning Administrator determines not to make an administrative determination as provided in (a) above and where the following requirements are met:

i. The proposed modification or amendment complies with the intent and purpose of these ordinances.

*\*\* Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

*The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.*



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



- ii. Reasonable conditions may be attached, where and to the extent that the Planning Commission finds, that the imposition of the conditions will directly mitigate or eliminate some aspect of the proposed amendment that violate the intent and requirements of this chapter. Impacts must be of the magnitude that without the mitigation or elimination thereof, the amendment to the conditional use permit could not be granted.
- iii. All decisions of the Planning Commission regarding approval, denial, the imposition of special conditions may be appealed to the City Council as provided in this Chapter.

*\*\* Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

*The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.*

# **AGENDA ITEM #6**

Approval of minutes from the October 2, 2025 Planning Commission Regular Meetings.

**Action Summary:**

<b>Agenda Item</b>	<b>Item Description</b>	<b>Action</b>
#1	Recommendation of the proposed plat amendment for Cherry Wood Estates located in the R-1-21 zone.	Approved
#2	Consideration of the Proposed Preliminary Plat Application for West Haven PUD Subdivision.	Tabled
#3	Discussion of the proposed rezone, and General Plan Amendment for the 5 Center Minor Subdivision.	Discussed
#4	Consideration of the twin home dwelling layout located in the Falcon Landing Subdivision.	Approved
#5	Consideration of the preliminary plat for Falcon Landing located in the RM-7 and R-1-12 zoning	Approved
#6	Consideration of a proposed amendment to the Grantsville City Land Use and Management Code, specifically Chapters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, and 25.	Approved
#7	Consideration of a proposed amendment to the Grantsville City Land Use and Management Code, Chapter 20 Sign Regulations.	Tabled
#8	Consideration of a proposed amendment to the Planning Commission meeting schedule, changing the regular meetings from the 1st and 3rd Thursday of each month to the 1st and 3rd Tuesday for November and December 2025.	Approved
#9	Approval of minutes from the September 4, 2025 Planning Commission Regular Meeting	Approved

**MINUTES OF THE GRANTSVILLE CITY PLANNING COMMISSION, HELD ON OCTOBER 2, 2025 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:00 P.M.**

**Commission Members Present:** Vice Chair Sarah Moore, Debra Dwyer, Jason Hill, Chris Horrocks

**On Zoom:**

**Commission Members Absent:** Chairman Derek Dalton



**Appointed Officers and Employees Present:** Planning and Zoning Administrator Shelby Moore, City Manager Michael Resare, Community and Development Director Bill Cobabe, GIS Analysis / City Planner Tae-Un Ko, City Council Member Rhett Butler, Planning and Zoning Administrative Assistant Nicole Ackman.

**On Zoom:** Aqua Consultant Shay Stark

**Citizens and Guests Present:** Kurt Brooks, Glen Phillips, Sheri Thompson, Hank Thompson, Gary Pinkham, Holly Jones, Kell Bker, Jeff Averett, Denise Averett, Terry Stapley, Kevin Jense, Ronald Butler, Eric Crithlow, Brittney Webb, Tom Webb, Barry Bunderson

**Citizens and Guests Present on Zoom:** Unknowns

**Commissioner Vice Chair Sarah Moore called the meeting to order at 7:00 PM.**

## **PUBLIC NOTICE**

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Thursday, October 2, 2025 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

## **ROLL CALL**

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARING**

- a) **Consideration of the Proposed Preliminary Plat Application for West Haven PUD subdivision.**

### **Email Received 10/01/2025**

Mandy Smith  
Resident of Grantsville  
10/1/2025

To Whom It May Concern,

I am writing to formally express my opposition to the proposed subdivision development of West Haven and Cherry Wood Estates phase 2. As a resident of this community, I am deeply concerned about the potential negative impacts this project may have on our neighborhood's character, environment, infrastructure, and overall quality of life.

While I understand the need for responsible growth and development, I believe this particular proposal raises several serious issues:

1. **Traffic and Safety Concerns:** The addition of new homes will significantly increase traffic, posing safety risks for pedestrians, and our children in the area.
2. **Environmental Impact:** The proposed site includes green space and wildlife habitat that would be disrupted or destroyed. This loss of natural areas is irreversible and detrimental to local biodiversity.
3. **Strain on Infrastructure:** Our existing infrastructure—including schools, water supply, and emergency services—is not equipped to handle the increased demand that this subdivision would bring.
4. **Community Character:** The scale and design of the proposed development do not align with the character and aesthetic of our neighborhood. This could diminish property values and alter the sense of community we currently enjoy.

I respectfully urge the planning commission and relevant authorities to reconsider or reject this proposal. I also request that a thorough environmental and traffic impact study be conducted and shared with the public before any decisions are made.

Thank you for your attention to this matter. I am hopeful that the voices of concerned residents will be heard and that thoughtful, community-centered planning will prevail.

Sincerely,  
Mandy Smith

**Kevin Jensen:** Kevin Jensen was present to comment on this item. He stated that he lived at 633 West Cherry and was an adjacent landowner. He recalled that during a previous discussion, it was indicated that the developer would not be required to complete Cherry Street. He expressed concern with this, explaining that when he had attempted to develop his own property, he was required to complete Cherry Street, as were several others in the area. He asked whether the current proposal would still allow the developer to move forward without completing the road. Mr. Jensen also noted that he had read in the materials that the developer would need to acquire land from property owners along the street. He inquired how that process would work, as the information did not specify how much land would be taken or what the terms would be. He stated that he was uncomfortable proceeding without clarity on whether property owners might be subject to eminent domain if they chose not to sell, and whether Cherry Street would ultimately be completed. Kevin Jensen continued his comments, stating that his primary concern remained the issue with the completion of Cherry Street. He explained that the City had previously come close to facing a lawsuit over the matter because multiple property owners were told that the road had to be completed as part of their development requirements. He noted that when the current developer became involved, they were told the road did not need to be finished, which created an inconsistency and significant frustration among affected landowners. Mr. Jensen emphasized that if the same situation were to occur again, there was a strong likelihood that the same lawsuit could be brought forward. He concluded his remarks by thanking the Commission.

**Mark Nielsen:** Mark Nielsen was present to comment on this item. He stated that the proposed development would be located near his property boundaries. He expressed agreement with the concerns raised by Kevin Jensen, noting that requirements and expectations related to the project seemed to be changing frequently. Mr. Nielsen concluded his remarks by thanking the Commission.

**b) Consideration of the preliminary plat for Falcon Landing located in the RM-7 and R-1-12 zoning.**

**Email Received 10/01/2025**

To whom it may concern,

I am a resident of the Wildrose-Booth area. I moved to Grantsville a little over a year ago. One of the main reasons I wanted to move to Grantsville was that it still felt like a small hometown that I was from. My husband and I love how quiet and peaceful this neighborhood is. This is our home. Grantsville is a breath of fresh air. The people in Grantsville are polite and courteous. My husband and I both understand that growth and development is a necessity for any town and city. We understand that communities grow. We understand that with growth, homes need to be built. I believe that anyone who wants the small town feel and a great sense of community, would and should choose Grantsville over any other place to live. My request is not that we stop growth within our city and in our community but that we be mindful of how the growth affects the roads, parking, traffic, and the communities we live in. I request that the city looks into other single family homes placed on large lots, then that of the proposed twin homes. My hope is that the city would consider housing which would facilitate families to be spaced out and therefore less crowded. If you look at the surrounding neighborhoods and lot sizes, you will see the area has large lots and happy families. We chose this community for those reasons. Please don't overcrowd our community and neighborhoods.

Thank you

Jenn Lutz

**c) Consideration of the twin home dwelling layout located in Falcon Landing Subdivision.**

**Email Received 10/01/2025**

LADIES AND PLANNING COMMISSION MEMBERS,

THE DEFINITION FOR TWIN HOMES THAT IS INCLUDED IN THE STAFF REPORT FOR THESE TWO ITEMS VERY CLEARLY STATES THAT THE TWIN HOME WILL BE LOCATED UPON TWO LEGAL LOTS, ONE UNIT ON EACH LOT WITH A COMMON WALL ALONG THE LOT LINE SEPERATING THE TWO



LIVING UNITS. LOT 9 IS A SINGLE LOT AND CANNOT LEGALLY HAVE A TWIN HOME LOCATED ON IT. LOTS 11 THROUGH 16 COULD HAVE TWIN HOMES LOCATED ON ONLY TWO LOTS ON EITHER SIDE OF THE STREET. THE LOTS MUST BY CODE BE ADJOINING LOTS. THE APPLICAT SHOULD CHOOSE WHICH LOTS WILL BE USED FOR THE TWIN HOMES AND CLEARLY SHOW THAT ON THE PLANS. THE APPLICATION AS SUBMITTED IS EITHER INCOMPLETE AND/OR NON-COMPLIANT WITH THE CITY'S CODE.

GARY PINKHAM

**Gary Pinkham:** Gary Pinkham was present to comment on this item. He referred to the section of the application materials and the cover sheet prepared by the administrator, which described a twin home as a housing type built across a property line, with one living unit located on one legal lot and the second living unit on an adjoining lot. He stated that, by law, a twin home must occupy two separate lots in order to be legal. Mr. Pinkham explained that the applicant was requesting approval for twin homes on seven lots, noting that one of those lots was a single lot and therefore could not legally accommodate a twin home. He further stated that the remaining six lots were divided into two groups of three, located on opposite sides of the street. To comply with code requirements, a twin home would need to occupy two of those lots, leaving one lot on each side remaining as a single lot, which could not legally contain a twin home. He noted that the submitted plans did not specify the locations of the proposed twin homes and that the wording of the request implied twin homes would be placed on each of the seven lots, including the single lot, which would not comply with city code. Mr. Pinkham concluded that the application should be revised to clearly identify which four lots would be used for twin homes and which would remain standard lots, emphasizing that as currently written, the proposal did not meet code requirements and would be illegal to approve.

**d) Recommendation of the proposed plat amendment for Cherry Wood Estates.**

**Email Received 10/01/2025**

Hello,

This is regards to the proposed plat amendment for Cherry Wood Estates Phase 2 to realign Cherry Street and also the West Haven PUD.

Who is the builder for the West Haven PUD? Are they going to be high-end high-density housing to match the quality of homes already existing? I'm concerned about crime and drugs coming in with high-density housing. Aren't you? I'm surprised high-density housing is coming to this neighborhood. I'm aware of other high-density housing plans that are

coming to Grantsville, but I was shocked to learn 46 homes are coming just around the corner from my new home, which I was so careful in choosing. Even after doing extensive due diligence before pulling the trigger to move here, I didn't know about these plans until today when I opened the mail. It was quite shocking. Also, I'm very concerned of the quality of building in what looks like a pit or valley and how rain run off and mud slides are going to be mitigated. It doesn't look like a stable place to build!

I'm not opposed to growth, but not at the expense of quality of building and safety of existing residents. Would you please direct me to Grantsville's master plan for growth along with the road and infrastructure plans? I'd like to compare what you send me to what I viewed when I was doing my due diligence.

Thank you!  
Stephanie Bird

**Email Received 10/01/2025**

Mandy Smith  
Resident of Grantsville  
10/1/2025

To Whom It May Concern,

I am writing to formally express my opposition to the proposed subdivision development of West Haven and Cherry Wood Estates phase 2. As a resident of this community, I am deeply concerned about the potential negative impacts this project may have on our neighborhood's character, environment, infrastructure, and overall quality of life.

While I understand the need for responsible growth and development, I believe this particular proposal raises several serious issues:

5. Traffic and Safety Concerns: The addition of new homes will significantly increase traffic, posing safety risks for pedestrians, and our children in the area.
6. Environmental Impact: The proposed site includes green space and wildlife habitat that would be disrupted or destroyed. This loss of natural areas is irreversible and detrimental to local biodiversity.
7. Strain on Infrastructure: Our existing infrastructure—including schools, water supply, and emergency services—is not equipped to handle the increased demand that this subdivision would bring.
8. Community Character: The scale and design of the proposed development do not align with the character and aesthetic of our neighborhood. This could diminish property values and alter the sense of community we currently enjoy.

I respectfully urge the planning commission and relevant authorities to reconsider or reject this proposal. I also request that a thorough environmental and traffic impact study be conducted and shared with the public before any decisions are made.

Thank you for your attention to this matter. I am hopeful that the voices of concerned residents will be heard and that thoughtful, community-centered planning will prevail.

Sincerely,  
Mandy Smith

**Mark Nielsen:** Mark Nielsen was present to comment on this item. He stated that a house had been constructed in a location where it was not originally intended, explaining that the prior owner of the property had purchased it with the understanding that no house would be built there. He said the City later permitted construction, which had led to flooding problems for nearby residents during heavy rainfall. Mr. Nielsen expressed frustration, stating that these drainage issues were creating significant hardship for property owners rather than helping them. He emphasized that the area floods severely during major storms and that water runoff from two houses located uphill flows directly onto his property. He stated that there were no barriers or drainage systems in place to manage the water, which often continued onto a neighboring property and nearly damaged their fence. He reiterated that the house should never have been built at that location and expressed disappointment that the issue had been allowed to occur. Mr. Nielsen stated that until existing flooding problems were addressed, he would be opposed to any new development in the area.

**e) Consideration of a proposed amendment to the Grantsville City Land Use and Management Code, specifically Chapters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, and 25.**

**Mark Nielsen:** Mark Nielsen was present to comment on this item. He stated that he remained opposed to any new development at this time, reiterating that existing issues in the area had not yet been resolved. He explained that there had been past problems with inspections, noting that his own house had been inspected by someone online from New York City, according to what he had been told. He expressed concern that there were several practices and approvals within the process that did not seem appropriate or legitimate. Mr. Nielsen emphasized that the City should ensure these matters were properly addressed before moving forward with additional projects.

**f) Consideration of a proposed amendment to the Grantsville City Land Use and Management Code, Chapter 20 Sign Regulations.**

**Email Received 10/2/2025**

Dear Chairman Dalton and the Grantsville Planning Commission:



Re: Consideration of a proposed amendment to the Grantsville City Land Use and Management Code, Chapter 20 Sign Regulations, Agenda item f. on the October 2, 2025 Planning Commission agenda.

I am contacting you on behalf of the Utah Sign Association ([USA](#)) and the International Sign Association ([ISA](#)). Both associations represent the on-premises sign industry and assist jurisdictions throughout Utah and beyond in the creation of beneficial and enforceable sign regulations. We very recently became aware of the proposed sign code update. Below is a summary of the attached comments and recommendations along with some reference documents (below) that have been cited.

Firstly, we have noted that portions of the existing code include content regulation, which may conflict with the 2015 Supreme Court decision in *Reed vs. Town of Gilbert*. This decision has significant implications for sign regulations, and we believe it is crucial to align the code with this precedent to avoid potential legal challenges.

The proposed standards for ground signs along SR-138 and SR-112 will render most existing signs non-conforming. This could place an undue economic burden on businesses that rely on these signs for visibility and communication with their customers. We recommend revisiting these standards to find a more balanced approach that supports both the city's goals and the needs of local businesses. The proposed illumination standards lack specificity, which may lead to undue discretion in their administration and enforcement. We suggest adding more detailed illumination standards to ensure the regulations are clear, enforceable, and aligned with the city's intentions.

Some of the language in the code is ambiguous or unclear and could also result in undue discretion. Clarifying this language will help create a more transparent and fairer regulatory environment.

In light of these concerns, we respectfully request that the Planning Commission refer the proposed sign regulations draft back to the Planning & Zoning department. This will allow for stakeholder engagement and collaboration to address these issues comprehensively.

[Content Neutral Sign Codes report FINAL R.pdf](#)

[EMC Resource - Recommended Night -Time Brightness Levels Revised 8-16 R.pdf](#)

Best regards,

**James Carpentier, AICP**

## **AGENDA**

### **1. Recommendation of the proposed plat amendment for Cherry Wood Estates located in the R-1-21 zone.**

Planning and Zoning Administrator Shelby Moore provided background information, noting that the applicant was requesting approval of a plat amendment associated with a previously

approved PUD application. The amendment proposes maintaining a 66-foot right-of-way consistent with city standards and realigning a road that had originally encroached approximately five feet onto an adjacent property. The realignment now runs along the property line, addressing prior concerns.

Commissioner Hill expressed support for the realignment, noting that it appropriately stays within the property boundaries. Commissioner Horrocks confirmed that the proposal made sense based on the maps and staff analysis. Commissioner Dwyer also indicated no objections and expressed satisfaction that the amendment addressed prior issues. Vice Chair Sarah Moore stated that she had no concerns with the proposed change.

**Jason Hill made a motion to recommend approval of the proposed plat amendment for Cherry Wood Estates located in the R-1-21 zone. With the following conditions: The final plat shall reflect the corrected ROW alignment as presented, all conditions of the West Haven Townhomes PUD approval, including the requirement for ROW alignment, remain in full effect, any retaining wall impacts shall be consistent with the details provided on the approved preliminary plat and shall not adversely impact adjacent property owners. Sarah Moore seconded the motion. The vote was as follows: Sarah Moore “Aye,” Chris Horrocks “Aye”, Deborah Dwyer “Aye,” Jason Hill “Aye.” The motion was carried unanimously.**

## **2. Consideration of the Proposed Preliminary Plat Application for West Haven PUD Subdivision.**

Heidi Jones, representing the Butler family, was present to answer questions on this item. Planning and Zoning Administrator Shelby Moore provided background information, she explained that the PUD application had been submitted with a public hearing on March 7, 2024, and council approval on March 20, 2024. Negotiations on the Master Development Agreement (MDA) followed to implement deviations and conditions required by council and the Planning Commission. Preliminary plat review began January 23, 2025, after the application was received on January 10, and concluded September 9. During the review, staff confirmed the alignment of Cherry Street and noted that adjustments would impact adjacent properties to maintain a 60-foot right-of-way. Shelby emphasized that the property remains partially within a flood zone, requiring elevation adjustments before constructing basements. Staff also highlighted Chapter 21 requirements for paved frontage improvements on existing streets not built to current city standards, which would apply even if the applicant had sufficient alternative access to the development.

Holly Jones explained that the PUD allowed the developers to correct the alignment of Cherry Street, which otherwise would have remained undeveloped. The Butlers intended to gift the land for Cherry Street to the city, ensuring the road could be properly aligned without any city expenditure. Holly provided details to the background information, she stated five years prior,

the Butlers had attempted to build four homes, but the city had denied the plan despite multiple egress points. They then engaged legal counsel and verified the future land use designation allowed high-density development with only two access roads, eliminating the requirement to fully develop Cherry Street at that time.

Holly emphasized that the Butlers had already invested in engineering costs to realign the street and that the city had not yet taken ownership of the land. She expressed frustration that the requirement to obtain additional land from adjoining property owners to meet a 60-foot right-of-way had arisen late in the process. She argued that this was not part of the original agreement and described it as a stall in the process, noting that the Butlers had adequate alternative access for their development. Holly stressed that the Butlers' actions represented a gift to the city, and the new requirement seemed to contradict that intent.

Shelby Moore clarified that the MDA explicitly required the 60-foot right-of-way for Cherry Street prior to preliminary plat approval, which had not been secured. Holly reiterated that acquiring additional land was not the developer's responsibility and described the situation as potentially punitive, given the Butlers' voluntary contributions to the city. City Manager Michael Resare suggested tabling the item to allow staff to research the issue further and coordinate with the city attorney.

Commissioners Hill and Dwyer agreed that more background was necessary before making a decision, acknowledging the applicant's efforts and expressing understanding of their frustration. Commissioner Hill emphasized that their role was to ensure compliance with city codes and make informed decisions rather than rush judgment under uncertainty. Commissioner Horrocks agreed, noting that additional information was necessary to fully understand prior discussions and agreements. Vice Chair Sarah Moore confirmed that tabling the item would allow staff to clarify right-of-way requirements and review prior agreements.

**Debra Dwyer made a motion to table the Consideration of the Proposed Preliminary Plat Application for West Haven PUD Subdivision. Jason Hill seconded the motion. The vote was as follows: Sarah Moore "Aye," Chris Horrocks "Aye", Deborah Dwyer "Aye," Jason Hill "Aye." The motion was carried unanimously.**

### **3. Discussion of the proposed rezone, and General Plan Amendment for the 5 Center Minor Subdivision.**

Barry Bunderson was present to answer questions regarding this item. He noted that the discussion pertained specifically to Lots 1 and 2 of a minor subdivision originally completed in 2020. Barry provided context regarding the history of the property, explaining that it was previously zoned CS but did not meet area requirements. At the time, the previous owner, Doug Higley, rezoned the parcels to RM-15, although some RM-15 regulations have since changed. He emphasized that the lots remain vacant and that he was exploring the potential for a



commercial zoning designation, specifically CN or CG, to support tax base growth and community development.

Vice Chair Sarah Moore and Commissioner Dwyer clarified that Barry Bunderson owns only these two lots and confirmed that he did not have immediate development plans, but was seeking input on appropriate zoning for the area. Barry explained that while he could leave the zoning as RM-15, he wished to understand whether a CN or CG designation would better serve the community and avoid duplicative applications. He noted that a CG zone would allow broader commercial use, while CN is more limited, and that both lots are slightly larger than the minimum size required for CG zoning.

Planning and Zoning Administrator Shelby Moore, provided context from the city's perspective, showing that the surrounding area includes existing commercial zones, mixed-use parcels, and RM-7 residential zoning. Shelby noted that commercial zoning would be consistent with surrounding parcels and explained the differences between CN and CG zoning, including allowable uses and scale of development. City Council Member Rhett Butler referenced the packet map showing the surrounding parcels, confirming commercial use in the immediate vicinity and clarifying that a nearby historic home, owned by the Rashers, could potentially be converted to civic or commercial use in the future.

Commissioner Hill suggested that CG zoning would be preferable due to its compatibility with residential neighbors, particularly in limiting heavy machinery that might be more appropriate under CN zoning. Commissioner Dwyer expressed general support for commercial development while noting she was not fully familiar with the distinctions between commercial zones. Commissioner Horrocks agreed that commercial zoning aligns with the surrounding neighborhood context, particularly considering the daycare located directly behind the lots.

Barry then asked about the possibility of vacating the existing 132-foot-wide road to create more usable space, noting that portions of the road currently extend onto private yards. He indicated that this was not a priority but sought input for potential future planning. Vice Chair Sarah Moore encouraged Barry to consider economic development opportunities and community benefit when proposing zoning changes, suggesting that CG zoning might support a wider range of family- or community-oriented commercial uses, whereas CN would accommodate heavier equipment or industrial-type uses.

The Commission emphasized that this discussion was intended as preliminary guidance, and no formal decision was made. Barry noted his openness to civic or commercial uses that would benefit the community, including potential for mixed-use development consistent with city planning goals. Commissioner Hill highlighted that the Commission would not dictate the specific use but could provide feedback on zoning alignment with broader city planning objectives. City Council Member Butler reiterated the presence of nearby historic and residential structures, emphasizing consideration for community context.

Item Discussed

#### **4. Consideration of the twin home dwelling layout located in the Falcon Landing Subdivision.**

Glen Phillips was present to answer questions on this item. Planning and Zoning Administrator Shelby Moore introduced the agenda item, explaining that she would turn the floor over to Shay Stark, consultant with Aqua Engineering, to provide further clarification on the city's definition of twin homes. She noted that staff had held multiple discussions to ensure a clear understanding of the code language.

Shay Stark outlined the definition of a twin home from Chapter 2 of the city code, describing it as a two-family dwelling divided into attached single-family dwellings on separate lots, sharing a common wall. He highlighted the portion of the code stating that adjoining lots occupied by a twin home must meet the minimum lot size of the zoning district, plus additional square footage required for the second dwelling. For the Falcon Landing project, the base lot size in the R-1-12 zone is 12,000 square feet, with an additional 1,500 square feet added for the second unit.

Shay explained that at the preliminary stage, the lots are considered together to ensure the combined size meets code requirements, with individual lot splits occurring at the final plat stage. He also noted that the project requested minor adjustments to front and rear setbacks, which would be addressed separately during the preliminary plat review. Shelby clarified that the conditional use permit under discussion only addressed the layout of the twin homes, with any setback deviations handled during the next item.

Commissioner Hill referenced Gary Pinkham's earlier public comments expressing concerns about irregular or awkward lot configurations. Commissioner Dwyer asked for clarification on prior discussions, and Planning and Zoning Administrator Shelby Moore explained that the preliminary layout currently combines parcels to meet conditional use requirements, with individual lot divisions to occur during the final plat process.

Glen Phillips confirmed that the twin homes would share a common wall but emphasized that each unit would occupy its own lot once the final plat is recorded. He illustrated the proposed layout, showing separate driveways, garages, and entrances, and referenced existing twin homes on Booth Street as a comparable example. Shay Stark added that the combined lot sizes are consistent with surrounding R1-7 and R1-12 properties, ensuring compatibility with the neighborhood.

Vice Chair Sarah Moore inquired about the square footage. Shelby Moore clarified that the R1-12 zone requires a minimum of 12,000 square feet, and with the additional 1,500 square feet for the second unit, each twin home lot would meet zoning requirements once divided. Shay Stark further explained that the property spans both the RM-7 and R1-12 zones, and once

subdivided, each twin home lot would measure approximately 6,752 square feet, comparable to adjacent parcels. Shelby provided a visual reference to show how the layout integrates with the surrounding neighborhood.

Commissioner Hill clarified that the conditional use approval under consideration pertains only to the layout, not to setbacks. Planning and Zoning Administrator Shelby Moore explained that standard lot coverage limits would still apply, allowing for a maximum home width of approximately 20 to 25 feet within the required setbacks. She further noted that city code does not require a fence along the shared property line, though homeowners may install a privacy fence around the perimeter at their discretion.

Vice Chair Sarah Moore asked about unit sizes. Glen Phillips stated that each unit would have a main-level footprint of approximately 1,300 square feet, with a finished multi-story size of roughly 2,600 square feet, within the 1,500-square-foot allowance for the additional unit. He noted the project would contribute to the city's affordable housing goals.

**Jason Hill made a motion to recommend approval of the Consideration of the twin home dwelling layout located in the Falcon Landing Subdivision. With the conditions: The setbacks shall remain as proposed, the developer shall place a 6-foot privacy around the north, west, and south of the subdivision, the developer shall meet all the requirements outlined in GLUMDC with the exception of the setbacks as proposed. Debra Dwyer seconded the motion. The vote was as follows: Sarah Moore "Aye," Chris Horrocks "Aye", Deborah Dwyer "Aye," Jason Hill "Aye." The motion was carried unanimously.**

## **5. Consideration of the preliminary plat for Falcon Landing located in the RM-7 and R-1-12 zoning.**

Planning and Zoning Administrator Shelby Moore provided an overview of the plat and setback requests. She explained that the interior R1-12 twin home lots have a front yard setback of 30 feet, which complies with the code in effect at the time of the application, though the current code now requires 25 feet. The applicants are requesting a rear yard setback of 25 feet, instead of the standard 40 feet. Side yards for the twin homes are 7.5 feet on one side and 15 feet on the other, which complies with current standards. For corner lots, the front yard remains 30 feet, with the rear yard also requesting 40 feet. In the RM-7 portion of the subdivision, all lots comply with lot size and setback requirements. Shelby also provided measurements for specific lots (15, 14, 21, and 22), indicating that homes could be approximately 38 feet wide and 90 feet in length while still adhering to lot coverage limits.

Commissioner Hill confirmed that the requested deviation applied only to the R1-12 rear yards, which Shelby verified. Shay Stark, consultant with Aqua Engineering clarified that the front yards remain compliant at 30 feet, with only the rear yard requesting a reduction to 25 feet.



Commissioner Dwyer expressed support for the rear yard variance, noting that the additional space would be beneficial.

Shelby explained that the lot coverage limitations would prevent homes from exceeding the allowable size, ensuring that even with the reduced rear setback, the maximum home footprint would not surpass 2,700 square feet. Commissioners discussed the configuration and dimensions, confirming that the setbacks applied specifically to the twin homes, while single-family lots met standard requirements. Vice Chair Sarah Moore referenced similar twin homes on Booth Street, noting that rear yards there are also smaller than 40 feet, providing context for neighborhood compatibility.

The discussion then turned to fencing. Shelby explained that code does not require a fence along individual twin home lot lines, but a perimeter fence around the development is recommended. Commissioners agreed that a six-foot vinyl fence around the development would be most appropriate, consistent with neighborhood standards. Vice Chair Sarah Moore confirmed the development would not have an HOA, supporting affordability goals.

Shelby Moore also addressed the fee in lieu of open space requirement. She noted that under Chapter 21 of the city code, developments under 20 acres may pay a fee rather than provide open space. Falcon Landing, at approximately 7.5 acres, qualifies for this option. Commissioners acknowledged that the fee in lieu of open space is standard for a development of this size and had no objections.

Following discussion, Vice Chair Sarah Moore asked for a motion. Commissioner Dwyer moved to approve the preliminary plat for Falcon Landing in the RM-7 and R1-12 zoning districts, with all proposed conditions. Vice Chair Sarah Moore seconded the motion. The vote was unanimous in favor, and Vice Chair Sarah Moore closed the item.

**Debra Dwyer made a motion to recommend approval of the Consideration of the preliminary plat for Falcon Landing located in the RM-7 and R-1-12 zoning. With the conditions: The setbacks shall remain as proposed, the developer will be required to meet all of the GLUMDC codes and ordinances with the exception of the setbacks, the developer is required to place a 6-foot-tall privacy fence to the north, west, and south. and south of the subdivision, the developer shall meet all the requirements outlined in GLUMDC with the exception of the setbacks as proposed, fee in lieu of open space will be required to be paid prior to final platting, all conditions placed on the application will be required to be placed into a development agreement. Sarah Moore seconded the motion. The vote was as follows: Sarah Moore “Aye,” Chris Horrocks “Aye”, Deborah Dwyer “Aye,” Jason Hill “Aye.” The motion was carried unanimously.**

**6. Consideration of a proposed amendment to the Grantsville City Land Use and Management Code, specifically Chapters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, and 25.**

Community and Development Director Bill Cobe, presented this item, he explained that there were 53 references to the Zoning Administrator throughout the code, which is why nearly all chapters are impacted. The proposed amendment adds the Community Development Director as an additional authority alongside the Zoning Administrator and includes an “or designee” clause. He emphasized that the amendment does not change existing authority but allows flexibility when the Zoning Administrator is unavailable or a decision needs to be made.

Vice Chair Sarah Moore and Commissioner Hill expressed support, noting the efficiency of the change. Bill also highlighted updates to Chapter 9, which clarify definitions and responsibilities for park strips, including maintenance obligations extending to the edge of the asphalt where sidewalks or curbs are absent. Commissioner Horrocks confirmed that these updates are strictly clarifications, and Commissioner Dwyer asked about enforcement. Bill explained that clarification in the code empowers the city’s code enforcement officer to ensure compliance, and noted that some modifications, such as water-wise landscaping or gravel in place of sod, are consistent with previous practices.

Vice Chair Sarah Moore confirmed that no new requirements are being imposed and Bill reiterated that the amendments simply clarify and strengthen existing language, incorporating input from legal counsel. Commissioner Horrocks asked for additional clarification on the changes across all chapters, and Bill explained that every reference to “Zoning Administrator” now includes “Community Development Director, Zoning Administrator, or designee,” effectively establishing mutual backup authority between the two positions.

**Jason Hill made a motion to recommend approval of the proposed amendment to the Grantsville City Land Use and Management Code, specifically Chapters 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, and 25. Sarah Moore seconded the motion. The vote was as follows: Sarah Moore “Aye,” Chris Horrocks “Aye,” Deborah Dwyer “Aye,” Jason Hill “Aye.” The motion was carried unanimously.**

**7. Consideration of a proposed amendment to the Grantsville City Land Use and Management Code, Chapter 20 Sign Regulations.**

Community and Development Director Bill Cobabe explained that the Commission had received an extensive review with comments and recommendations and requested that the item be tabled to allow further review with the City Attorney. Bill noted that while most recommendations were valuable, some raised questions about the extent to which the city could regulate content on signs versus physical characteristics such as size, lighting, and materials. He emphasized that free

speech considerations prevent the city from restricting sign content unless it is offensive to community morals.

**Jason Hill made a motion to table the proposed amendment to the Grantsville City Land Use and Management Code, Chapter 20 Sign Regulations. Debra Dwyer seconded the motion. The vote was as follows: Sarah Moore “Aye,” Chris Horrocks “Aye”, Deborah Dwyer “Aye,” Jason Hill “Aye.” The motion was carried unanimously.**

**8. Consideration of a proposed amendment to the Planning Commission meeting schedule, changing the regular meetings from the 1st and 3rd Thursday of each month to the 1st and 3rd Tuesday for November and December 2025.**

Planning and Zoning Administrator Shelby Moore was present to answer questions on this item. Commissioner Dwyer expressed no preference between Tuesday or Thursday, noting that only other weekdays might pose a conflict.

City Council Member Rhett Butler asked for clarification on the reason for the proposed change. Shelby explained that the adjustment had been initially discussed internally to provide staff additional time for noticing and preparing packets for City Council. Additionally, Chairman Derek Dalton had requested the change due to scheduling conflicts, and recognized that moving meetings to Tuesday evenings could reduce conflicts for other community members interested in serving on the Commission.

Chairman Derek Dalton, participating remotely, stated that Tuesdays could encourage broader participation in Planning Commission vacancies, reduce scheduling conflicts with other community activities, and potentially improve quorum attendance. Commissioner Hill supported the approach as a temporary “test run” for November and December, allowing staff and Commissioners to evaluate the change before establishing a permanent schedule.

**Debra Dwyer made a motion to recommend the approval of the amendment to the Planning Commission meeting schedule, changing the regular meetings from the 1st and 3rd Thursday of each month to the 1st and 3rd Tuesday for November and December 2025. Derek Dalton seconded the motion. The vote was as follows: Sarah Moore “Aye,” Chris Horrocks “Aye”, Deborah Dwyer “Aye,” Jason Hill “Aye”, Derek Dalton “Ay.” The motion was carried unanimously.**

**9. Approval of minutes from the September 4, 2025 Planning Commission Regular Meeting.**



Planning and Zoning Administrative Assistant Nicole Ackman requested that approval of the September 4, 2025 meeting minutes be tabled to verify that the Chairman and Vice Chair were identified correctly.

**Debra Dwyer made a motion to table the Planning Commission Regular Meeting Minutes from September 4, 2025. Sarah Moore seconded the motion. The vote was as follows: Sarah Moore “Aye,” Chris Horrocks “Aye”, Deborah Dwyer “Aye,” Jason Hill “Aye.” The motion was carried unanimously. The motion was carried unanimously.**

#### **10. Report from Zoning Administrator**

Planning and Zoning Administrator Shelby Moore reminded Commissioners who signed up about the upcoming APA conference scheduled for next Thursday and Friday. She suggested coordinating travel and carpooling to address parking needs. Vice Chair Sarah Moore inquired if Community and Development Director Bill Cobabe or any other staff had additional announcements. No further items were raised.

#### **11. Open Forum for Planning Commissioners.**

Planning and Zoning Administrator Shelby Moore opened the discussion by asking if any Commissioners were able to join the City Council’s recent online work meeting with UDOT regarding the corridor and potential signal placements. She noted that the recording and presentation would be shared with the Commission once available.

#### **12. Report from City Council.**

City Council Member Rhett Butler provided a report on recent City Council actions and discussions. He noted that the Council had approved amending the General Plan to include the Water Element. He then highlighted the Tooele Valley Connectivity Study presented by UDOT during a prior work meeting, emphasizing its relevance to future road planning and signal placement in Grantsville.

Rhett explained that the study projects growth through 2060, showing the Comprehensive Future Network, including State roads in red and City roads in other designations. The study forecasts significant traffic and employment growth, particularly related to industrial and commercial developments, including the Romney Group industrial park and Lakeview Business Park.

Commissioners discussed the implications of proposed signal locations, daily traffic projections (up to 72,000 trips per day on certain state roads), and UDOT’s standards for signal spacing. Community and Development Director Bill Cobabe emphasized the importance of integrating these planned corridors into the City’s Transportation Master Plan to ensure that future development preserves right-of-way and proper road widths.

Rhett also addressed ongoing discussions regarding the future development of Cherry Street on the West End. He clarified that the property owner is providing the land to the City but is not required to construct the road at this time. Commissioners discussed concerns about right-of-way width, prescriptive access rights, and future connectivity. Bill Cobabe confirmed that the PUD and development agreement had previously included these provisions, and that improvements would not be required at this stage. Shelby Moore indicated the item would be placed on the next agenda for further discussion after additional clarification with the property owner.

### **13. Adjourn.**

**Deborah Dwyer made a motion to adjourn. Jason Hill seconded the motion. The vote was as follows: Sarah Moore “Aye,” Chris Horrocks “Aye”, Deborah Dwyer “Aye,” Jason Hill “Aye.” The motion was carried unanimously. The motion was carried unanimously. The meeting adjourned at 9:15 p.m.**

# **AGENDA ITEM #7**

Report from City staff.



# **AGENDA ITEM #8**

Open Forum for Planning Commissioners

# **AGENDA ITEM #9**

Report from City Council.

# **AGENDA ITEM #10**

Adjourn.