



November 5th, 2025

**City Council Meeting
Information Packet**

Agenda Item # 1

Public Comment

Agenda Item # 2

Summary Action Items

- a. Approval of Minutes
- b. Approval of Bills

Agenda Item # 3

Consideration of Resolution 2025-82
approving a Budget Reallocation and the
Creation of Select New Positions

**GRANTSVILLE CITY
RESOLUTION NO. 2025-82
A RESOLUTION APPROVING A BUDGET REALLOCATION AND THE CREATION
OF SELECT NEW POSITIONS**

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

WHEREAS, the City Council of Grantsville City has determined that certain budget reallocations are necessary to ensure efficient and effective operation of City departments; and

WHEREAS, the City Administration has reviewed current staffing levels and identified the need for additional positions to meet increased service demands and operational requirements; and

WHEREAS, the proposed reallocation of funds can be made within the existing approved budget without requiring an overall increase in expenditures; and

WHEREAS, the City Council finds that it is in the best interest of the City and its residents to approve the proposed budget adjustments and authorize the creation of the select new positions as recommended by staff.

WHEREAS, attached as “Exhibit A” is the “Resource Reallocation FY26 Budget”

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

Section 1. Approval of Budget Reallocation. The City Council hereby approves the reallocation of funds within the current fiscal year budget as outlined in the staff report and supporting documentation presented to the Council.

Section 2. Creation of Select New Positions. The City Council hereby authorizes the creation of the following new positions, subject to applicable hiring policies and budget availability:

- Part-Time Police Clerk to Full-Time
- Part-Time Victims Advocate to Full-Time
- Part-Time Code Enforcement
- Part-Time Mechanic
- Roads Supervisor
- Water Maintenance Lead

Section 3. Effective Date: This resolution shall take effect immediately upon its passage and approval as provided by law.

Section 4. Severability clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY,
THIS 5TH DAY OF NOVEMBER, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Gina Roberts, Deputy City Recorder

Exhibit “A”

Resource Reallocation FY26 Budget

Resource
Reallocation
FY26 Budget



FOCUS

Smart Management & Strategic Growth



Strengthening
Interdepartmental
cooperation



Redirecting
resources for
greater impact



Adopting a long-
term growth
mindset



Building greater
self-sufficiency



Efficiency in our
processes

Reallocation of Current Resources



Funded Positions

- Part-Time Police Clerk to Full-Time
- Part-Time Victims Advocate to Full-Time
- Part-Time Code Enforcement
- Part-Time Mechanic
- Roads Supervisor
- Water Maintenance Lead



Part-Time Police Records Clerk and Victims Advocate positions moved to Full-Time

- Reduce overtime pressures on other staff
- Improve continuity of service
- Support officers and the community
- Improve efficiency and public service response times

Under the direction of the Community Development Director, they will monitor:

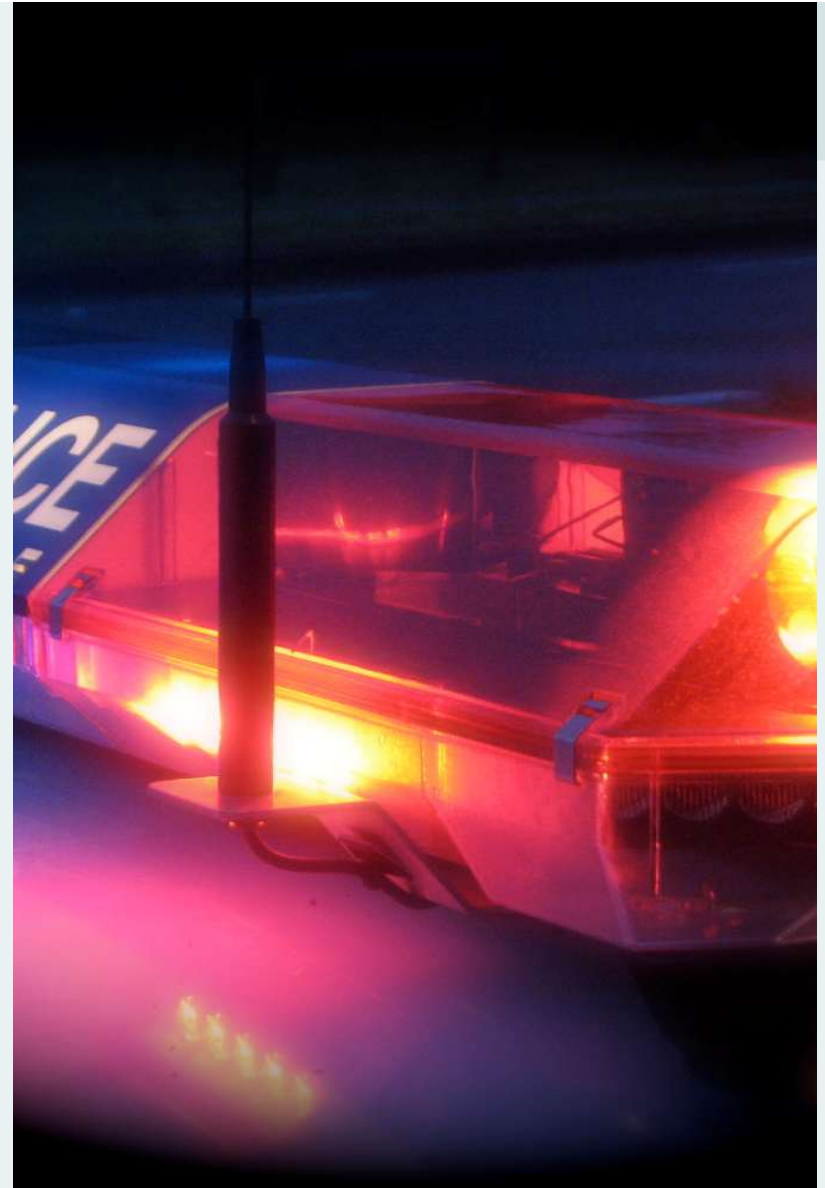
- Weeds
- Dust control
- Public nuisances
- Illegal dumping
- Noise
- Will support officer efforts

Part –Time Code Enforcement



- Frees up full time mechanic for vehicle upfitting
- Generates significant cost savings
- Frees up officer time
- Improved turn around time
- Strengthens self sufficiency
- Shared support across multiple departments
- Wage will be split by departments utilizing position

Part-Time Mechanic





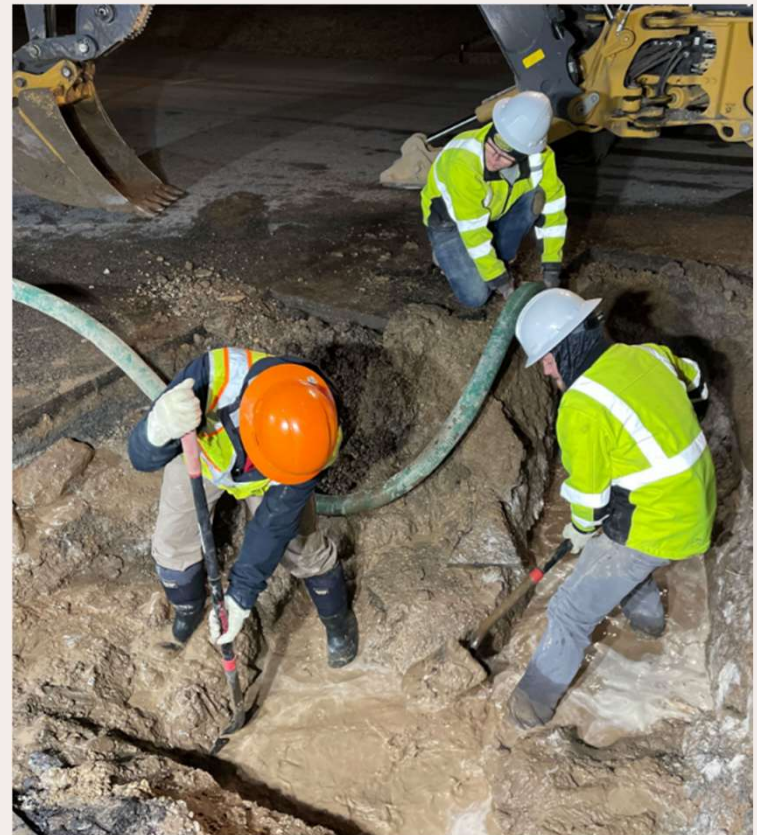
Roads Supervisor

Under the direction of the Public Works Director this position will build and train an in-house paving crew.

- New position (\$70K-\$105K)
- Utilizing Class C road money
- Faster response times
- Generates substantial cost savings over time
- Reduce reliance on outside contractors

Water Maintenance Lead

- Position will lead crew with water line repair and maintenance
- Funding created by combining the meter specialist and blue stakes position and line-item adjustments
- Working towards dedicated crews for efficiency



Reallocations/Budget Adjustments

Change	Total	Fire	PD	Streets	Class C	CD	Inspection	Water	Sewer	Garbage
Officer Position Not Filled	\$ (131,141.04)	\$ -	\$ (131,141.04)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PT to FT Records Clerk	\$ 43,482.59	\$ -	\$ 43,482.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PT to FT Victims Advocate - (Grant \$18,500)	\$ 51,856.05	\$ -	\$ 51,856.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PT Mechanic (New Position)	\$ 42,120.00	\$ 2,948.40	\$ 18,111.60	\$ 4,212.00	\$ -	\$ 4,212.00	\$ 4,212.00	\$ 4,212.00	\$ 4,212.00	\$ -
Vehicle Maintenance FD	\$ (2,948.40)	\$ (2,948.40)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Code Enforcement (New Position)	\$ 42,120.00	\$ -	\$ 21,060.00	\$ -	\$ -	\$ 21,060.00	\$ -	\$ -	\$ -	\$ -
Roads Supervisor (New Position)	\$ 158,823.48	\$ -	\$ -	\$ -	\$ 158,823.48	\$ -	\$ -	\$ -	\$ -	\$ -
Road Project Budget Reduction	\$ (178,323.48)	\$ -	\$ -	\$ -	\$ (178,323.48)	\$ -	\$ -	\$ -	\$ -	\$ -
Allocation Change Road Crew (5% moved to Class C)	\$ -	\$ -	\$ -	\$ (19,500.00)	\$ 19,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
Blue Stakes/Meter Specialist Comb	\$ (61,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (45,750.00)	\$ -	\$ (15,250.00)
Water Lead	\$ 111,000.00	\$ -	\$ -	\$ 44,400.00	\$ -	\$ -	\$ -	\$ 55,500.00	\$ 11,100.00	\$ -
Budgeted vs Actual Personnel Changes	\$ (142,164.68)	\$ -	\$ -	\$ (29,260.21)	\$ -	\$ (72,887.43)	\$ (7,050.00)	\$ (16,483.52)	\$ (16,483.52)	\$ -
PD Upfitted vehicles	\$ 16,000.00	\$ -	\$ 16,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Take out vehicle	\$ (43,000.00)	\$ -	\$ (43,000.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ (93,175.48)	\$ -	\$ (23,630.80)	\$ (148.21)	\$ -	\$ (47,615.43)	\$ (2,838.00)	\$ (2,521.52)	\$ (1,171.52)	\$ (15,250.00)

Ongoing Financial Stewardship & Responsible Resource Allocation

- Value engineering projects
- Move to in-house engineering
- State contract gas co-op (\$9K - \$20K) per year estimated savings)
- Environmental study savings (\$25K)
- Grants
- Smart spending
- SCADA savings

Questions?

Agenda Item # 4

Consideration of Resolution 2025-78
appointing Vicky Matthews and Sidney
Rasher to the Grantsville Historic
Preservation Commission



**GRANTSVILLE CITY
RESOLUTION NO. 2025-78**

**A RESOLUTION APPOINTING VICKY MATTHEWS AND SIDNEY RASHER TO
THE GRANTSVILLE HISTORIC PRESERVATION COMMISSION**

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

WHEREAS, the Grantsville Historic Preservation Commission was established to assist residents with preserving and/or registering their historic property, to support applications for federal grants, and to provide advisory assistance to the City regarding historic preservation; and

WHEREAS, the City Council finds it in the best interest of Grantsville City to appoint qualified and dedicated individuals to serve on this Commission; and

WHEREAS, Vicky Matthews and Sidney Rasher have expressed a willingness to serve and possess the skills, knowledge, and dedication necessary to assist the Commission in fulfilling its mission;

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

Section 1. Appointment and Term: Vicky Matthews and Sidney Rasher are hereby appointed as members of the Grantsville Historic Preservation Commission to fill the existing vacancies. Each shall serve a term consistent with Commission rules of four years per term, with no member serving more than two consecutive terms, or until a future vacancy or reappointment occurs as provided by Commission procedures.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 5TH DAY OF NOVEMBER, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



By Mayor Neil Critchlow

ATTEST

City Recorder

Agenda Item # 5

Consideration of Resolution 2025-75
approving the Preliminary Plat
Amendment for Harvest Meadows
Subdivision to Reduce the Front Yard
Setback Requirement from 40 Feet to 30
Feet



**GRANTSVILLE CITY
RESOLUTION NO. 2025-75**

**A RESOLUTION APPROVING A PRELIMINARY PLAT AMENDMENT FOR
HARVEST MEADOWS SUBDIVISION TO REDUCE THE FRONT YARD SETBACK
REQUIREMENT FROM 40 FEET TO 30 FEET**

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

WHEREAS, the Grantsville City Planning Commission reviewed a request for a preliminary plat amendment for the Harvest Meadows Subdivision to adjust the required front yard setback from 40 feet to 30 feet, consistent with the R-1-21 zoning district; and

WHEREAS, on September 18, 2025, the Planning Commission unanimously recommended approval of the proposed plat amendment; and

WHEREAS, the City Council finds that the proposed amendment is consistent with the City's Land Use and Management Code, promotes orderly development, and reflects sound planning practices.

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

Section 1. Approval: The City Council hereby approves the preliminary plat amendment for the Harvest Meadows Subdivision to reduce the front yard setback requirement from 40 feet to 30 feet, consistent with the R-1-21 zoning district, as shown on the Preliminary Plan, Phasing Map, and Site Analysis Map, attached hereto collectively as Exhibit A.

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

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

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5TH DAY OF NOVEMBER, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



By Mayor Neil Critchlow

ATTEST

Gina Roberts, Deputy City Recorder

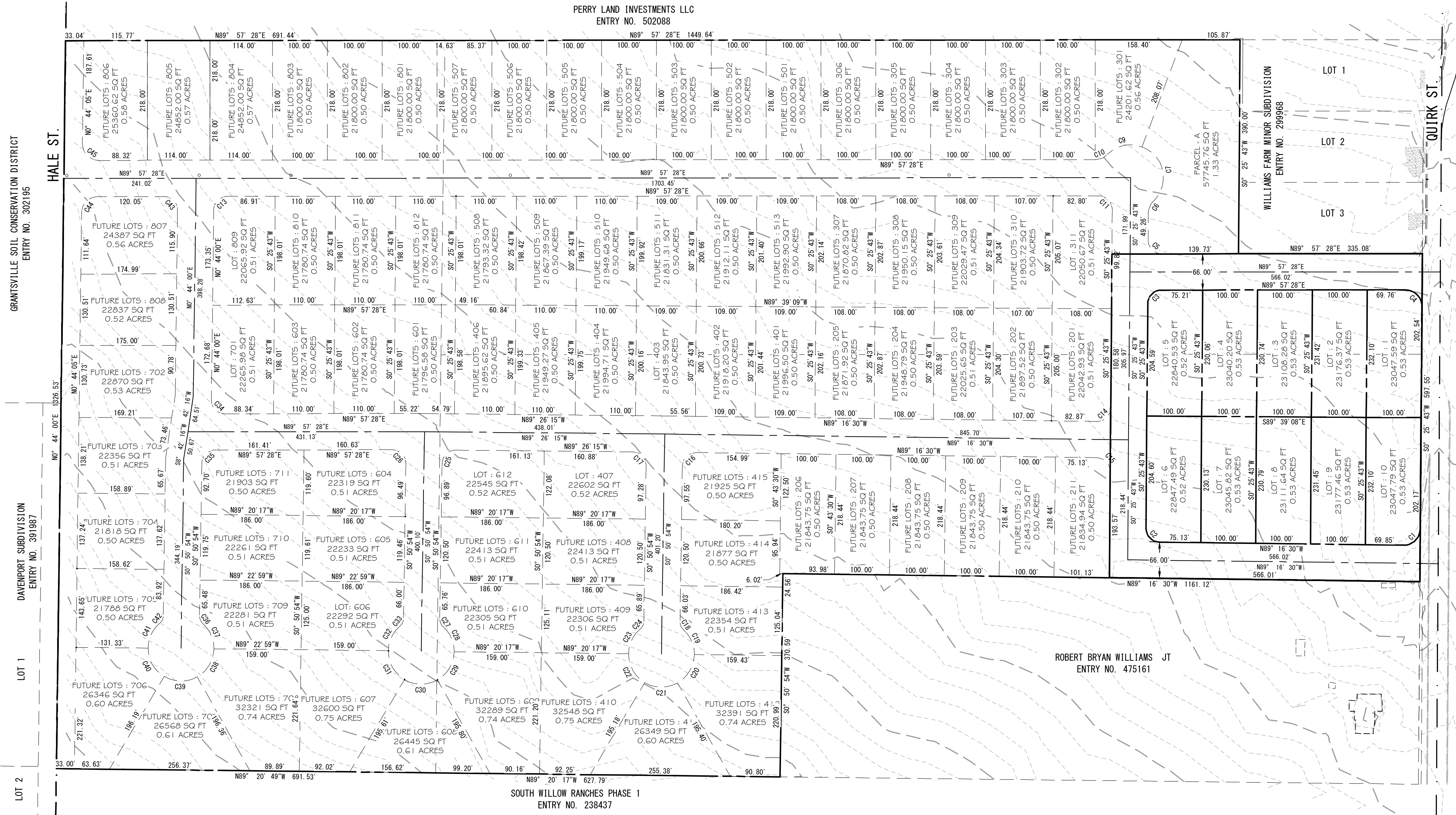


EXHIBIT “A”

Preliminary Plan, Phasing Map, and Site Analysis Map,

PRELIMINARY PLAN - HARVEST MEADOW SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 7 TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE MERIDIAN
TOOELE COUNTY, GRANTSVILLE CITY, UTAH



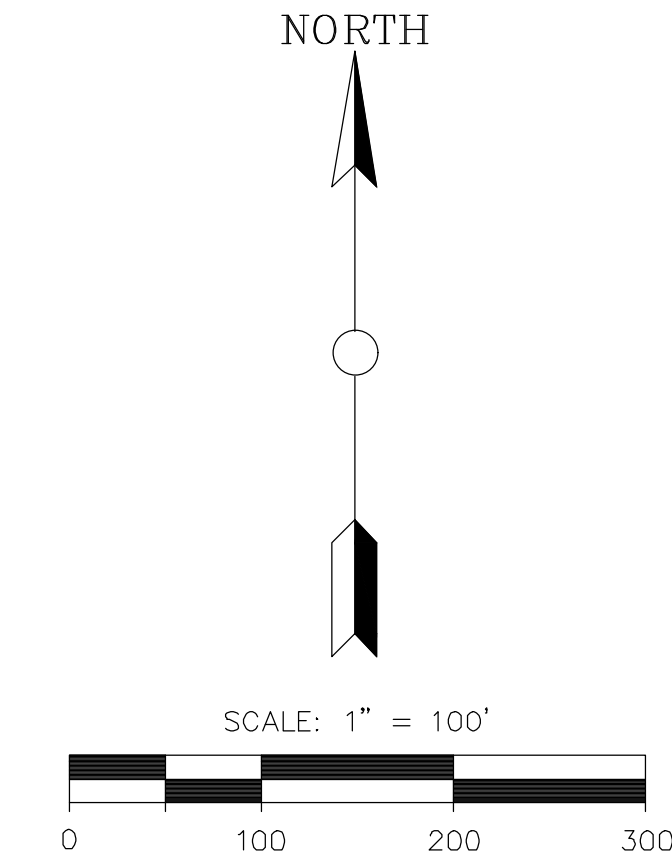
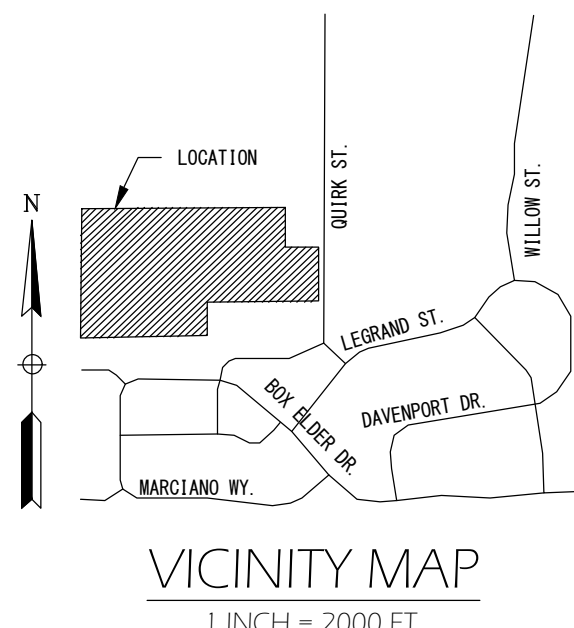
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	47.28	30.00	90° 17' 47"	N45° 34' 37"E	42.54
C2	39.14	25.00	89° 42' 13"	S44° 25' 12"E	35.26
C3	39.06	25.00	89° 31' 45"	S45° 11' 35"W	35.21
C4	47.37	30.00	90° 28' 15"	N44° 48' 25"W	42.60
C5	39.45	25.00	90° 24' 58"	N44° 49' 25"W	35.48
C6	23.86	30.00	45° 34' 23"	N23° 12' 54"E	23.24
C7	120.94	60.00	115° 29' 12"	N11° 44' 30"W	101.48
C9	69.25	60.00	66° 07' 48"	S77° 26' 59"W	65.47
C10	23.86	30.00	45° 34' 23"	S67° 10' 17"W	23.24
C11	39.48	25.00	90° 28' 15"	N44° 48' 25"W	35.50
C14	39.40	25.00	90° 17' 46"	N45° 34' 37"E	35.45
C15	39.14	25.00	89° 42' 12"	S44° 25' 24"E	35.26
C16	39.22	25.00	89° 52' 36"	N45° 47' 12"E	35.32
C17	39.39	25.00	90° 17' 09"	N44° 17' 40"W	35.44
C18	15.82	18.50	49° 00' 02"	N23° 39' 07"W	15.34

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C19	51.02	60.00	48° 43' 08"	N23° 47' 34"W	49.50
C20	62.70	60.00	59° 52' 10"	N30° 30' 05"E	59.88
C21	62.93	60.00	60° 05' 43"	S89° 30' 59"E	60.09
C22	63.10	60.00	60° 15' 21"	S29° 20' 27"E	60.23
C23	51.38	60.00	49° 03' 42"	S25° 19' 05"W	49.82
C24	15.82	18.50	49° 00' 02"	N25° 20' 55"E	15.34
C25	39.15	25.00	89° 42' 51"	S45° 42' 20"W	35.27
C26	39.66	25.00	90° 53' 25"	N44° 35' 49"W	35.63
C27	15.82	18.50	49° 00' 02"	S23° 39' 07"E	15.34
C28	51.37	60.00	49° 00' 47"	N23° 38' 45"W	49.78
C29	62.37	60.00	59° 33' 30"	N30° 38' 24"E	59.60
C30	62.97	60.00	60° 07' 45"	S89° 30' 59"E	60.12
C31	63.28	60.00	60° 25' 32"	S29° 14' 21"E	60.39
C32	51.18	60.00	48° 52' 31"	S25° 24' 41"W	49.64
C33	15.82	18.50	49° 00' 02"	S25° 20' 55"W	15.34

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C34	39.61	25.00	90° 46' 32"	S44° 39' 16"E	35.59
C35	38.88	25.00	89° 06' 33"	S45° 24' 11"W	35.08
C36	15.82	18.50	49° 00' 02"	S23° 39' 07"E	15.34
C37	51.48	60.00	49° 09' 42"	N23° 34' 17"W	49.92
C38	62.23	60.00	59° 25' 28"	N30° 43' 18"E	59.48
C39	62.94	60.00	60° 05' 59"	S89° 30' 59"E	60.09
C40	62.51	60.00	59° 41' 27"	S29° 37' 16"E	59.72
C41	51.97	60.00	49° 37' 29"	S25° 02' 12"W	50.36
C42	15.82	18.50	49° 00' 02"	S25° 20' 55"W	15.34
C43	39.61	25.00	90° 46' 32"	N44° 39' 16"W	35.59
C44	46.72	30.00	89° 13' 23"	S45° 20' 47"W	42.14
C45	47.53	30.00	90° 46' 32"	S44° 39' 13"E	42.71

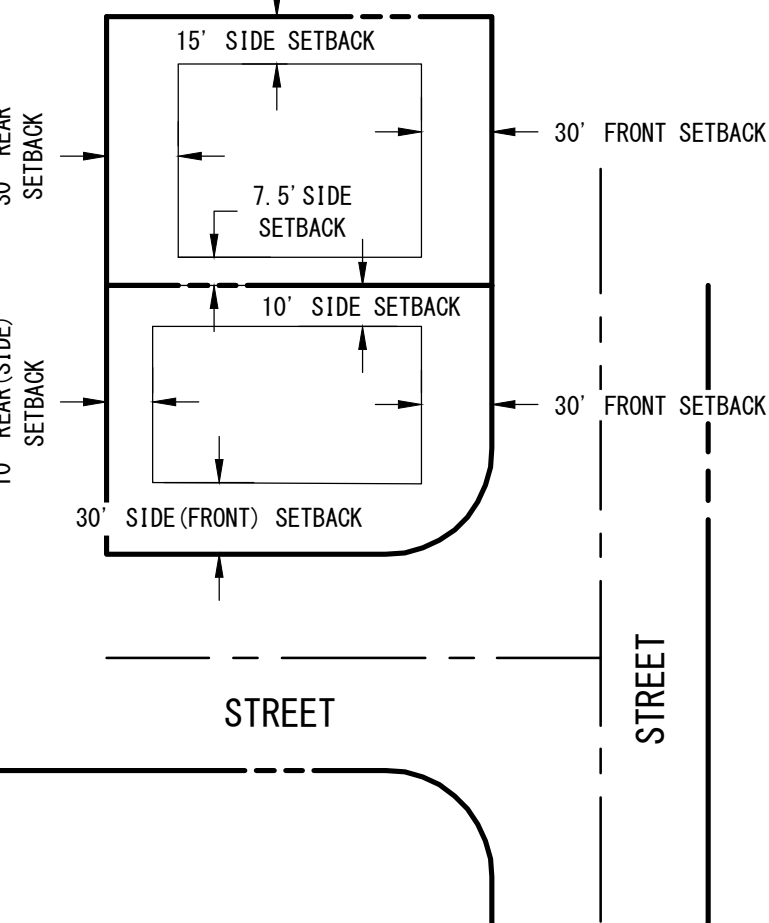
CONTACTS:	
ENGINEER:	CIVIL PROJ-EX 435-228-6736
SURVEYOR:	NOLAN HATHOOK 801-568-2965
OWNER REPRESENTATIVE:	ANDY LEWIS 801-243-6222

Sheet List Table	
Sheet Number	Sheet Title
V-001	PRELIMINARY PLAN
V-002	PHASING MAP
SA-21.1.13	SITE ANALYSIS MAP
CP-101	CIVIL PAVING



- ZONING INFORMATION:**
- REQUESTED ZONE: R-1-21
 - SINGLE FAMILY DWELLING = PERMITTED
 - FAMILY DWELLING MINIMUM LOT SIZE = 21,780 SQ. FT.
 - MIN LOT FRONTAGE = 70 FT. AT FRONT PROPERTY LINE
 - MIN WIDTH AT FRONT AND REAR SETBACK = 100 FT.

- SETBACKS**
- MIN FRONT YARD = 30 FT
 - MIN REAR YARD = 30 FT
 - SIDE YARD FOR MAIN BUILDINGS = 7.5 FT ON ONE AND 15 FT ON THE OTHER
 - SIDE YARD FOR ACCESSORY BUILDINGS = 4 FT*
 - REAR YARD FOR ACCESSORY BUILDINGS = 1 FT*
 - ON CORNER LOTS, 2 FRONT YARDS AND 2 SIDE YARDS ARE REQUIRED.
* = SETBACK SHALL BE AS LISTED OR MATCH THE EASEMENT WIDTH, WHICHEVER IS GREATER
 - MAX BUILDING HEIGHT = 35 FT
 - MAX TOTAL LOT COVERAGE (ALL BUILDINGS) = 20%



CIVIL PROJ-EX, INC
ENGINEERS * PLANNERS
96 QUIRK STREET
GRANTSVILLE, UTAH 84029

OWNER: ANDY LEWIS CONSTRUCTION,
GREG DEHAAN, SCOOTER II LLC,

DRN: BVB DATE: 2020.02.07	SCALE: AS SHOWN	V-001 NO. 2 OF 2
DES: BVB DATE: 2020.02.07	JOB # 19-45020	
CKD: NCH DATE:		

PRELIMINARY PLAN

LOCATED IN THE WEST HALF OF SECTION 7
TOWNSHIP 3 SOUTH, RANGE 5 WEST,
SALT LAKE MERIDIAN,
CITY OF GRANTSVILLE, TOOELE COUNTY, UTAH

GRANTSVILLE CITY ENGINEER
APPROVED FOR CONSTRUCTION THIS
DAY OF _____, 20____
BY THE GRANTSVILLE CITY ENGINEER.

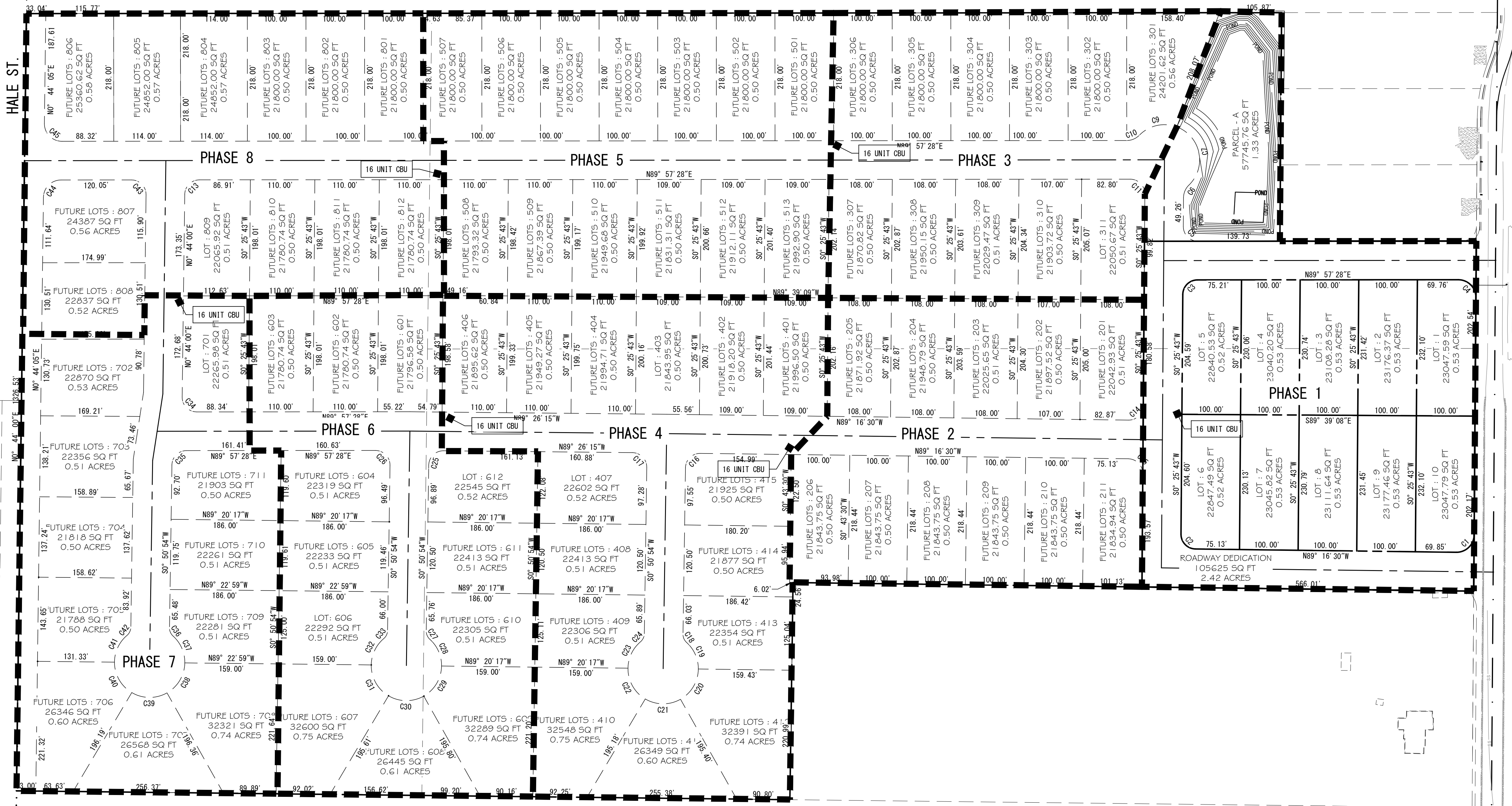
GRANTSVILLE CITY PUBLIC WORKS
APPROVED FOR CONSTRUCTION THIS
DAY OF _____, 20____
BY THE GRANTSVILLE PUBLIC WORKS DEPARTMENT

CITY ENGINEER OR REPRESENTATIVE

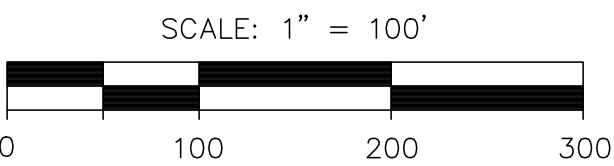
GRANTSVILLE CITY PUBLIC WORKS DIRECTOR

PHASING MAP – HARVEST MEADOW SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 7 TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE MERIDIAN
TOOELE COUNTY, GRANTSVILLE CITY, UTAH



NORTH

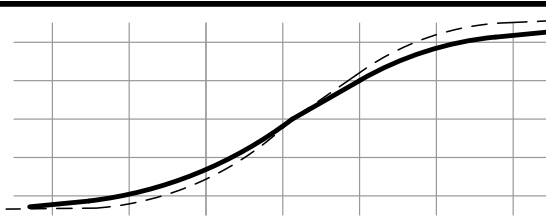
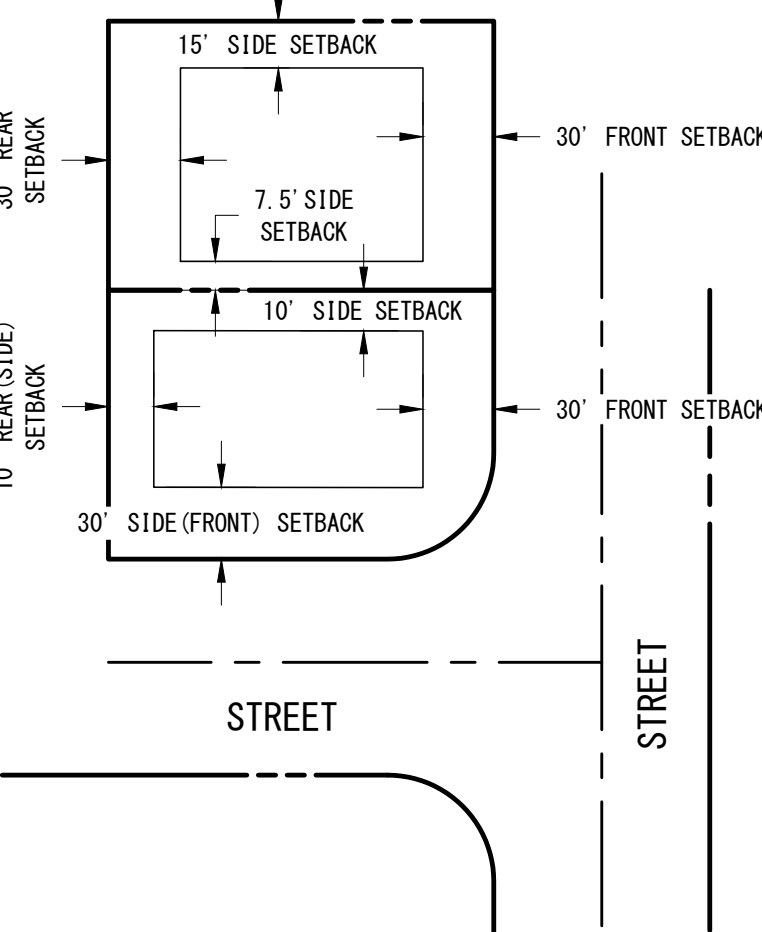


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ENGINEERS * PLANNERS
96 QUIRK STREET
GRANTSVILLE, UTAH 84029

**OWNER: ANDY LEWIS CONSTRUCTION,
GREG DEHAAN, SCOOTER II LLC,**

DRN: BVB DATE: 2020.02.07

SCALE: AS SHOWN

DES: BVB DATE: 2020.02.07

JOB # 19-45020

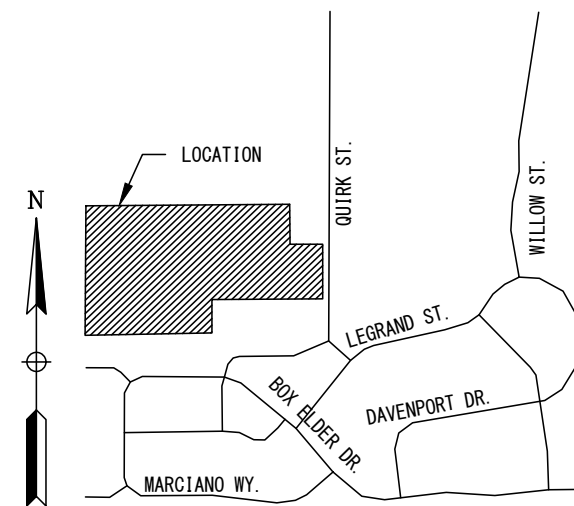
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V-002

NO. 2 OF 2

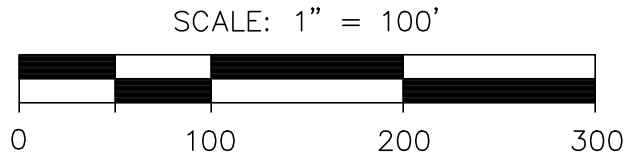
PRELIMINARY PLAN

LOCATED IN THE WEST HALF OF SECTION 7
TOWNSHIP 3 SOUTH, RANGE 5 WEST,
SALT LAKE MERIDIAN,
CITY OF GRANTSVILLE, TOOELE COUNTY, UTAH

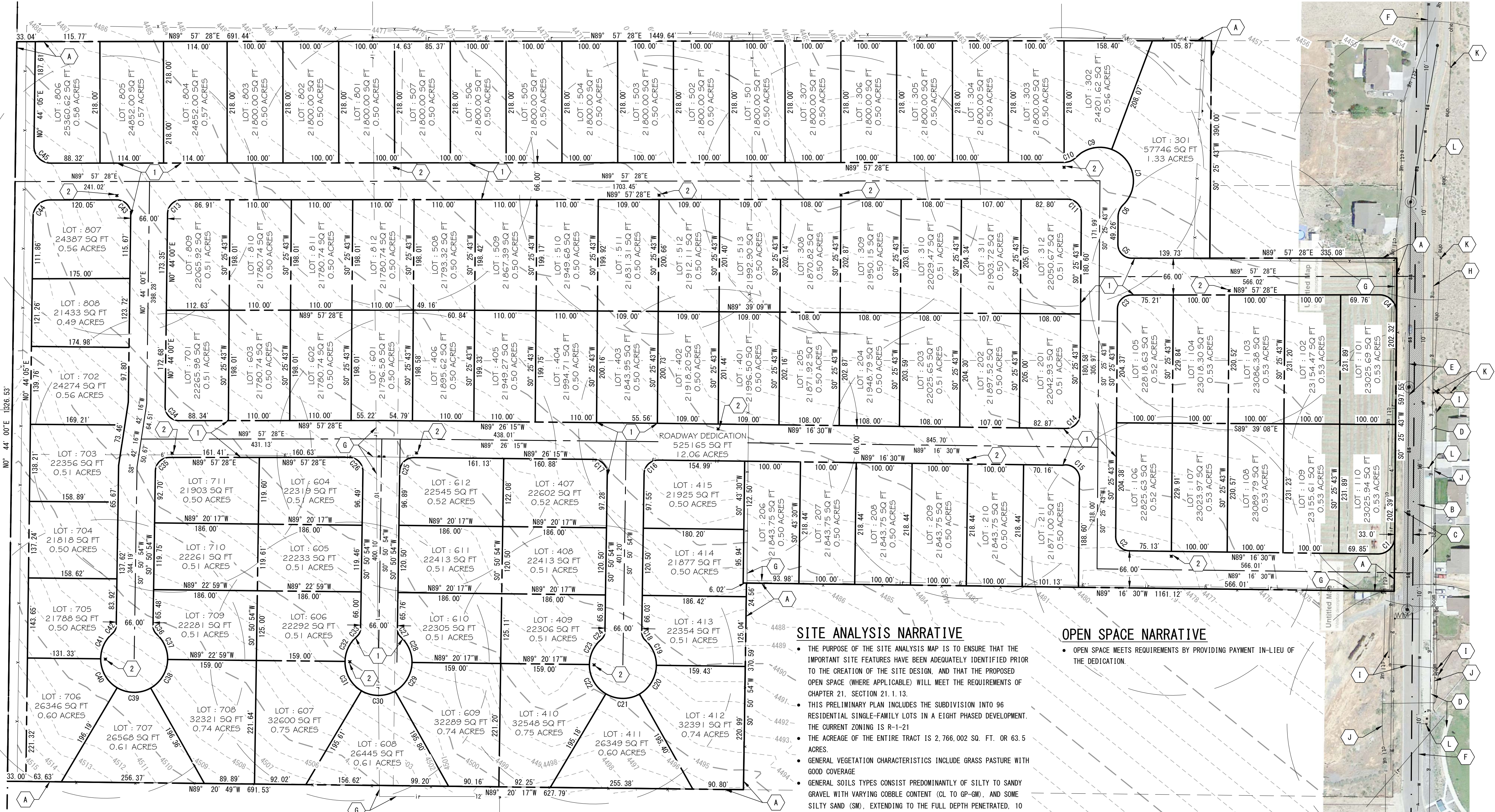


VICINITY MAP
1 INCH = 2000 FT

SITE ANALYSIS MAP
HARVEST MEADOW SUBDIVISION



NORTH



EXISTING FEATURES

- A. PROPERTY BOUNDARY
- B. EXISTING ASPHALT PAVEMENT
- C. EXISTING CURB AND GUTTER
- D. EXISTING SIDEWALK
- E. EXISTING SEWER
- F. EXISTING WATER
- G. EXISTING IRRIGATION
- H. EXISTING GAS
- I. EXISTING ELECTRIC
- J. EXISTING COMMUNICATION
- K. EXISTING UTILITY POLE
- L. EXISTING FIRE HYDRANT

PROPOSED FEATURES

- 1. PROPOSED ROADWAY PER GRANTSVILLE CITY STANDARD ROAD SECTION FOR LOCAL ROAD
- 2. PROPOSED FIRE HYDRANT

SITE ANALYSIS NARRATIVE

- THE PURPOSE OF THE SITE ANALYSIS MAP IS TO ENSURE THAT THE IMPORTANT SITE FEATURES HAVE BEEN ADEQUATELY IDENTIFIED PRIOR TO THE CREATION OF THE SITE DESIGN, AND THAT THE PROPOSED OPEN SPACE (WHERE APPLICABLE) WILL MEET THE REQUIREMENTS OF CHAPTER 21, SECTION 21.1.13.
- THIS PRELIMINARY PLAN INCLUDES THE SUBDIVISION INTO 96 RESIDENTIAL SINGLE-FAMILY LOTS IN A EIGHT PHASED DEVELOPMENT. THE CURRENT ZONING IS R-1-21
- THE ACREAGE OF THE ENTIRE TRACT IS 2,766,002 SQ. FT. OR 63.5 ACRES.
- GENERAL VEGETATION CHARACTERISTICS INCLUDE GRASS PASTURE WITH GOOD COVERAGE.
- GENERAL SOILS TYPES CONSIST PREDOMINANTLY OF SILTY TO SANDY GRAVEL WITH VARYING COBBLE CONTENT (CL TO GP-GM), AND SOME SILTY SAND (SM), EXTENDING TO THE FULL DEPTH PENETRATED, 10 TO 11 FEET PER THE CMT ENGINEERING LABORATORIES GEOTECHNICAL STUDY DATED SEPTEMBER 23, 2020. GROUNDWATER WAS NOT ENCOUNTERED AT THE TIME OF FIELD EXPLORATIONS WITHIN THE MAXIMUM DEPTH EXPLORED OF ABOUT 10 TO 11 FEET BELOW THE EXISTING GROUND SURFACE. THEREFORE, GROUNDWATER IS NOT ANTICIPATED TO AFFECT PROPOSED CONSTRUCTION.
- THE SITE IS IN ZONE "D" PER FEMA PANEL 49045C1605C DATED 11/18/2009
- STORM DRAIN MITIGATION WILL INCLUDE A 100-YEAR RETENTION POND ON THE NORTHERN EASTERN CORNER OF THE PROJECT AS PART OF LOT 301. THE HYDRAULIC SOIL GROUP IS "C"

OPEN SPACE NARRATIVE

- OPEN SPACE MEETS REQUIREMENTS BY PROVIDING PAYMENT IN-LIEU OF THE DEDICATION.

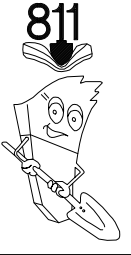
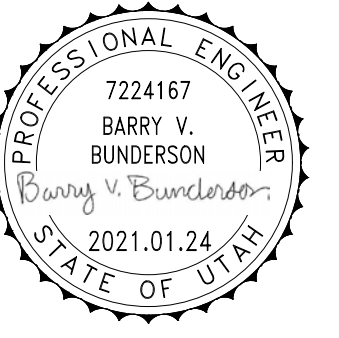
PRELIMINARY PLAN

Project Number	Designed By
19-45001	BVB
Drawn By	Date Issued
BVB	2021.02.24

HARVEST MEADOW
SUBDIVISION
GRANTSVILLE, TOOELE
COUNTY, UTAH

Project Name:

CIVIL PROJ-EX, INC
ENGINEERS & PLANNERS
96 QUIRK STREET
GRANTSVILLE, UTAH 84029



CALL BEFORE YOU DIG.
IT'S FREE AND IT'S THE LAW.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

Sheet Name:

SA-21.1.13

Agenda Item # 6

Consideration of Ordinance 2025-38
approving the First Amendment to
Harvest Meadows Master Development
Agreement



GRANTSVILLE CITY
ORDINANCE NO. 2025-38
AN ORDINANCE OF GRANTSVILLE CITY APPROVING THE FIRST AMENDMENT
TO HARVEST MEADOWS MASTER DEVELOPMENT AGREEMENT

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

WHEREAS, Grantsville City and the Developer of Harvest Meadows previously entered into a Master Development Agreement (“MDA”) establishing development standards and conditions for the Harvest Meadows Subdivision; and

WHEREAS, The Developer has requested an amendment to the MDA to modify the setback requirements applicable within the development in order to improve lot design, accommodate modern home construction, and maintain consistency with similar developments within the City; and

WHEREAS, an exhibit showing the setback requirements for the Harvest Meadows MDA are attached to this ordinance as Exhibit A;

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

Section 1: The City Council hereby approves the amendment to the setback requirements of the First Amendment on the Harvest Meadows MDA

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.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY,
THIS 5TH DAY OF NOVEMBER, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Gina Roberts, Deputy City Recorder

Approved as to Form:

Tysen J. Barker, Grantsville City Attorney

EXHIBIT “A”

WHEN RECORDED, RETURN TO:

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

**FIRST AMENDMENT TO
GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
HARVEST MEADOWS SUBDIVISION
DATED SEPTEMBER____, 2025, AS AMENDED**

THIS FIRST AMENDMENT to “Grantsville City Master Development Agreement for Harvest Meadows Subdivision” dated October____, 2025, as amended (hereinafter the “**MDA**”) is made and entered as of the ____ day of _____ 2025 (the “**Amendment**”), by and between Grantsville City, a municipal corporation of the State of Utah and Andy Lewis, Mike Toniloi, Greg DeHaan, and Scooter II, LLC a Utah limited liability company (“**Developer**”).

RECITALS

A. The Parties entered into the MDA in May 4th, 2022 and amended the MDA in October____, 2025.

B. The Parties now agree that certain changes are needed to the MDA, and therefore desire to enter into this Amendment to provide updates to the MDA in accordance with the terms herein.

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

TERMS

1. **Incorporation.** All of the terms of the MDA are incorporated into this Amendment, except as revised below. In the event of a conflict between the MDA and this Amendment, this Amendment shall control. Capitalized terms in this Amendment shall have the same meaning given in the MDA, except if there is a conflict, then this Amendment’s definition shall control.

2. **Nature of Amendment.** This Amendment modifies only those provisions of the MDA as specifically set forth herein. The Project remains subject to the MDA except as expressly provided herein.

3. **Amendment.** The Parties agree that the following section will be added and incorporated into the MDA and become binding on the Parties:

3.1. Amended Addendum NO. 1 Section 6. A. which reads in its entirety as follows:

3.1.1. **Minimum Yard Setbacks** The City has agreed to the following exceptions to the GLUDMA and Grantsville City Construction Standards and Specifications:

3.1.2. GLUDMC Chapter 15.1 Residential and Multiple Residential Districts- Residential District R-1-21.

3.1.3. Main Yards Setbacks:

3.1.4. Front Yard = 30' feet, Rear Yard = 30' feet, Side Yard 7.5' feet and 15' feet.

3.1.5. Corner Lots Setbacks:

3.1.6. Front Yard = 30' feet, Rear Side Yard = 10' feet, Side Yard 10' feet.

3.1.7. See Preliminary Plan Sheet V-001 found in Exhibit 1.

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[Signature pages follow]

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

DEVELOPER

Andy Lewis ("Developer")

GRANTSVILLE CITY

By: Andy Lewis

Its: Developer

By: Neil A. Critchlow,

Its: Mayor

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : SS.
COUNTY OF TOOELE)

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

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 : Ss.
COUNTY OF _____)

On the _____ day of _____, 20____, personally appeared before me _____, who being by me duly sworn, did say that Andy Lewis, Mike Toniloi, Greg DeHaan, and Scooter II, LLC a Utah limited liability company (“**Developer**”), a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

EXHIBIT 1

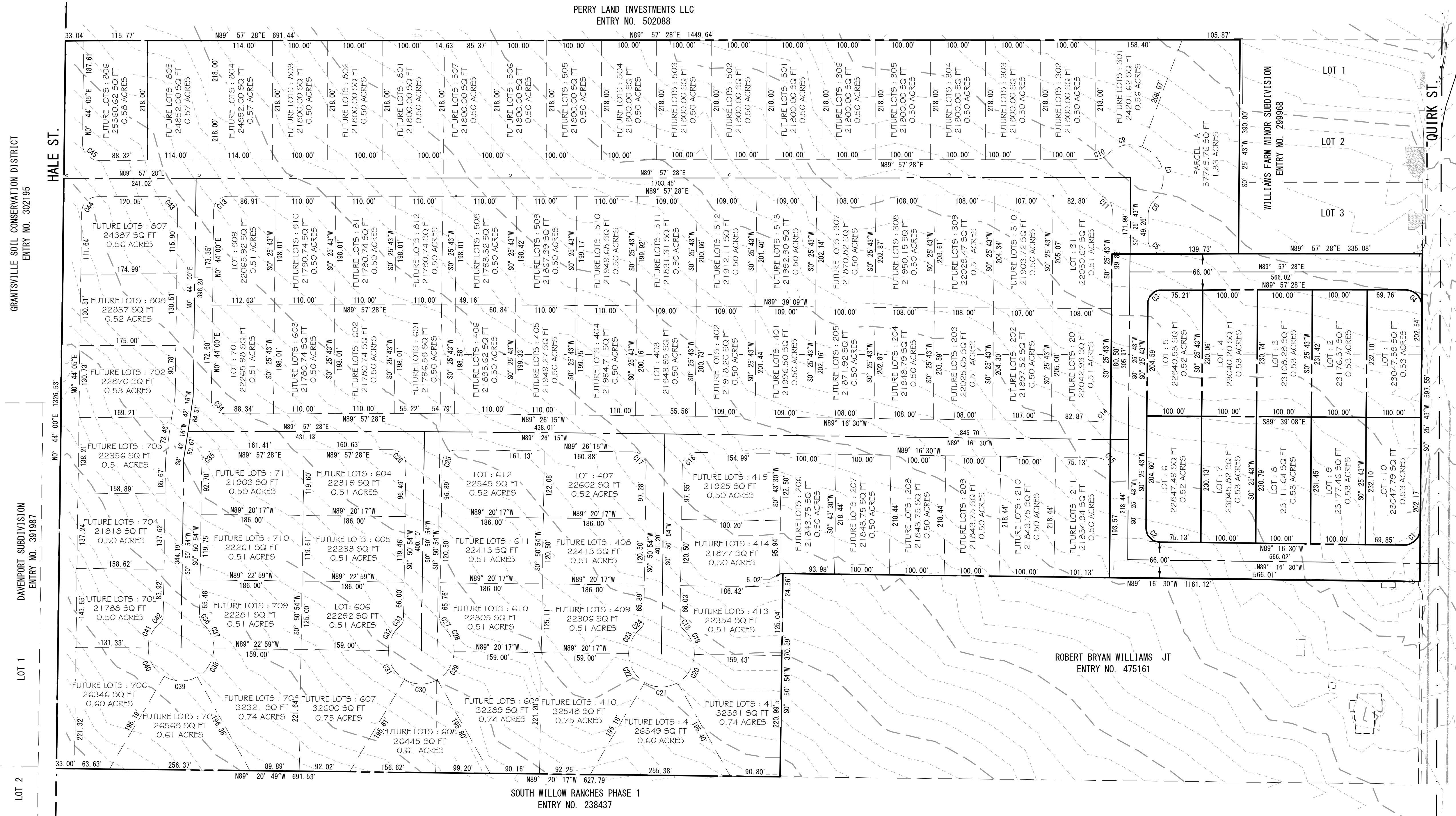
Harvest Meadows Subdivision
Phase 1 Legal Description

A parcel of land, situate in the Northwest and Southwest Quarters of Section 7, Township 3 South, Range 5 West, Salt Lake Base and Meridian, in the city of Grantsville City, Tooele County, Utah, more particularly described as follows:

Beginning at the southwest corner of Lot 3, WILLIAMS FARM MINOR SUBDIVISION, recorded January 7, 2008 as Entry No. 299968 in the office of the Tooele County Recorder, said point being South 0°44'00" West 1981.50 feet along the Section line, North 89°57'28" East 691.44 feet to the northwest corner of said WILLIAMS FARM MINOR SUBDIVISION, along the northerly line of said subdivision, North 89°57'28" East 1449.64 feet to the northwest corner of Lot 1 of said subdivision and along the westerly lines of Lots 1, 2 and 3 of said subdivision, South 0°25'43" West 390.00 feet from the Tooele County Surveyor 3" brass monument, dated 1986, representing the Northwest Corner of Section 7, Township 3 South, Range 5 West, Salt Lake Base and Meridian, and running;
thence North 89°57'28" East 335.08 feet along the southerly line of said Lot 3 to the westerly right-of-way line of Quirk Street;
thence South 0°25'43" West 597.55 feet along said westerly right-of-way line of Quirk Street;
thence North 89°16'30" West 566.01 feet;
thence North 0°25'43" East 589.97 feet;
thence North 89°57'28" East 230.94 feet to the Point of Beginning.
The above-described parcel contains approximately 336,068 square feet in area or 7.715 acres.

PRELIMINARY PLAN - HARVEST MEADOW SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 7 TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE MERIDIAN
TOOELE COUNTY, GRANTSVILLE CITY, UTAH



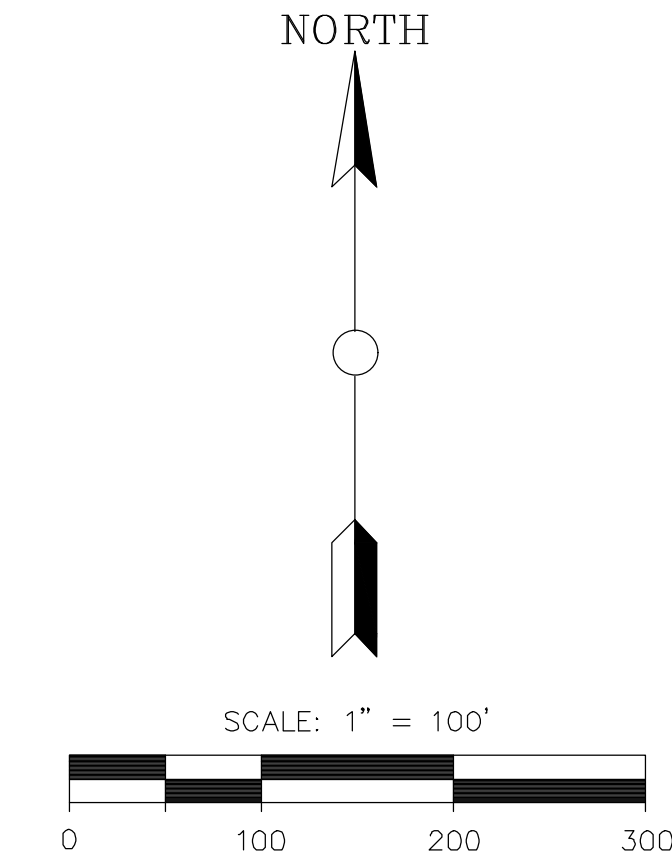
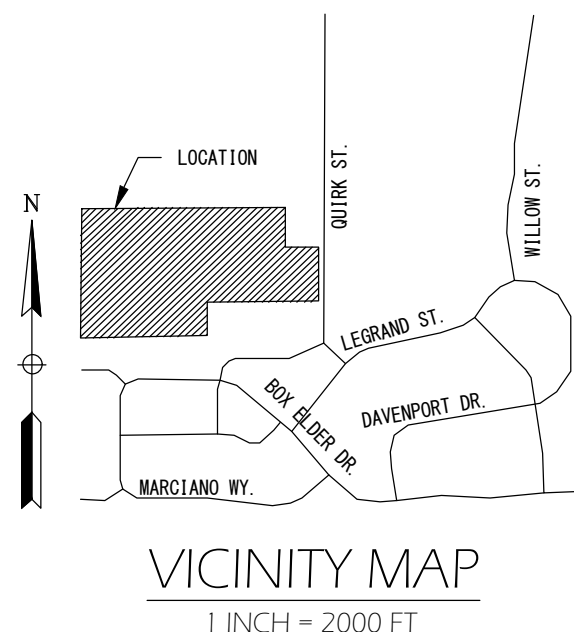
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	47.28	30.00	90° 17' 47"	N45° 34' 37"E	42.54
C2	39.14	25.00	89° 42' 13"	S44° 25' 12"E	35.26
C3	39.06	25.00	89° 31' 45"	S45° 11' 35"W	35.21
C4	47.37	30.00	90° 28' 15"	N44° 48' 25"W	42.60
C5	39.45	25.00	90° 24' 58"	N44° 49' 25"W	35.48
C6	23.86	30.00	45° 34' 23"	N23° 12' 54"E	23.24
C7	120.94	60.00	115° 29' 12"	N11° 44' 30"W	101.48
C9	69.25	60.00	66° 07' 48"	S77° 26' 59"W	65.47
C10	23.86	30.00	45° 34' 23"	S67° 10' 17"W	23.24
C11	39.48	25.00	90° 28' 15"	N44° 48' 25"W	35.50
C14	39.40	25.00	90° 17' 46"	N45° 34' 37"E	35.45
C15	39.14	25.00	89° 42' 12"	S44° 25' 24"E	35.26
C16	39.22	25.00	89° 52' 36"	N45° 47' 12"E	35.32
C17	39.39	25.00	90° 17' 09"	N44° 17' 40"W	35.44
C18	15.82	18.50	49° 00' 02"	N23° 39' 07"W	15.34

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C19	51.02	60.00	48° 43' 08"	N23° 47' 34"W	49.50
C20	62.70	60.00	59° 52' 10"	N30° 30' 05"E	59.88
C21	62.93	60.00	60° 05' 43"	S89° 30' 59"E	60.09
C22	63.10	60.00	60° 15' 21"	S29° 20' 27"E	60.23
C23	51.38	60.00	49° 03' 42"	S25° 19' 05"W	49.82
C24	15.82	18.50	49° 00' 02"	N25° 20' 55"E	15.34
C25	39.15	25.00	89° 42' 51"	S45° 42' 20"W	35.27
C26	39.66	25.00	90° 53' 25"	N44° 35' 49"W	35.63
C27	15.82	18.50	49° 00' 02"	S23° 39' 07"E	15.34
C28	51.37	60.00	49° 00' 47"	N23° 38' 45"W	49.78
C29	62.37	60.00	59° 33' 30"	N30° 38' 24"E	59.60
C30	62.97	60.00	60° 07' 45"	S89° 30' 59"E	60.12
C31	63.28	60.00	60° 25' 32"	S29° 14' 21"E	60.39
C32	51.18	60.00	48° 52' 31"	S25° 24' 41"W	49.64
C33	15.82	18.50	49° 00' 02"	S25° 20' 55"W	15.34

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C34	39.61	25.00	90° 46' 32"	S44° 39' 16"E	35.59
C35	38.88	25.00	89° 06' 33"	S45° 24' 11"W	35.08
C36	15.82	18.50	49° 00' 02"	S23° 39' 07"E	15.34
C37	51.48	60.00	49° 09' 42"	N23° 34' 17"W	49.92
C38	62.23	60.00	59° 25' 28"	N30° 43' 18"E	59.48
C39	62.94	60.00	60° 05' 59"	S89° 30' 59"E	60.09
C40	62.51	60.00	59° 41' 27"	S29° 37' 16"E	59.72
C41	51.97	60.00	49° 37' 29"	S25° 02' 12"W	50.36
C42	15.82	18.50	49° 00' 02"	S25° 20' 55"W	15.34
C43	39.61	25.00	90° 46' 32"	N44° 39' 16"W	35.59
C44	46.72	30.00	89° 13' 23"	S45° 20' 47"W	42.14
C45	47.53	30.00	90° 46' 32"	S44° 39' 13"E	42.71

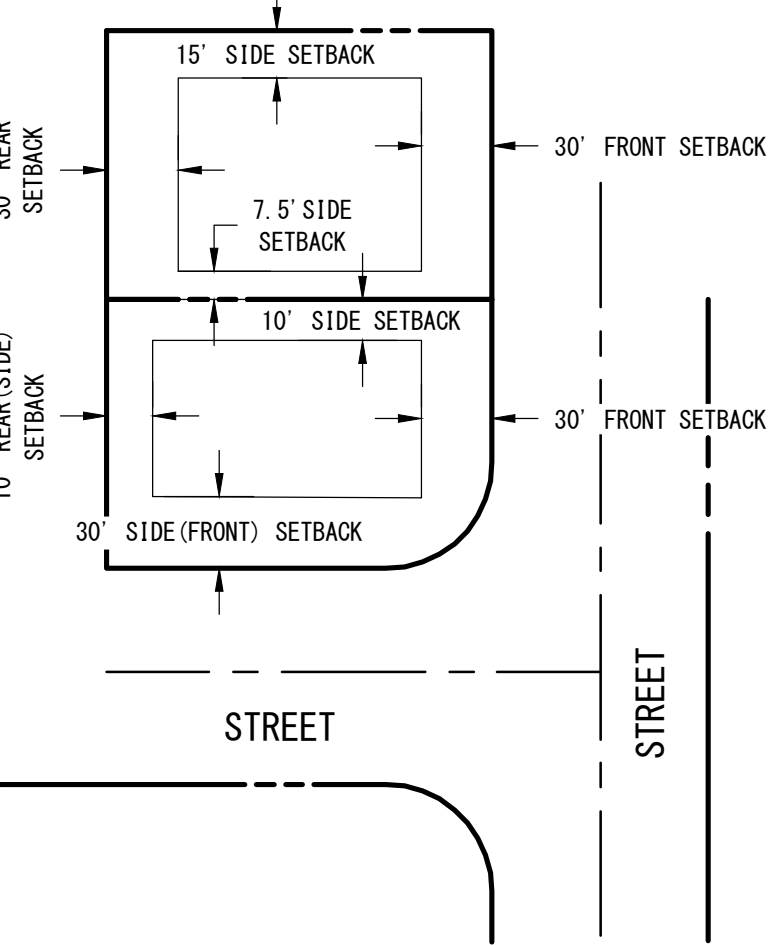
CONTACTS:	
ENGINEER:	CIVIL PROJ-EX 435-228-6736
SURVEYOR:	NOLAN HATHOOK 801-568-2965
OWNER REPRESENTATIVE:	ANDY LEWIS 801-243-6222

Sheet List Table	
Sheet Number	Sheet Title
V-001	PRELIMINARY PLAN
V-002	PHASING MAP
SA-21.1.13	SITE ANALYSIS MAP
CP-101	CIVIL PAVING



- ZONING INFORMATION:**
- REQUESTED ZONE: R-1-21
 - SINGLE FAMILY DWELLING = PERMITTED
 - FAMILY DWELLING MINIMUM LOT SIZE = 21,780 SQ. FT.
 - MIN LOT FRONTAGE = 70 FT. AT FRONT PROPERTY LINE
 - MIN WIDTH AT FRONT AND REAR SETBACK = 100 FT.

- SETBACKS**
- MIN FRONT YARD = 30 FT
 - MIN REAR YARD = 30 FT
 - SIDE YARD FOR MAIN BUILDINGS = 7.5 FT ON ONE AND 15 FT ON THE OTHER
 - SIDE YARD FOR ACCESSORY BUILDINGS = 4 FT*
 - REAR YARD FOR ACCESSORY BUILDINGS = 1 FT*
 - ON CORNER LOTS, 2 FRONT YARDS AND 2 SIDE YARDS ARE REQUIRED.
* = SETBACK SHALL BE AS LISTED OR MATCH THE EASEMENT WIDTH, WHICHEVER IS GREATER
 - MAX BUILDING HEIGHT = 35 FT
 - MAX TOTAL LOT COVERAGE (ALL BUILDINGS) = 20%



CIVIL PROJ-EX, INC
ENGINEERS * PLANNERS
96 QUIRK STREET
GRANTSVILLE, UTAH 84029

OWNER: ANDY LEWIS CONSTRUCTION,
GREG DEHAAN, SCOOTER II LLC,

DRN: BVB DATE: 2020.02.07	SCALE: AS SHOWN	V-001 NO. 2 OF 2
DES: BVB DATE: 2020.02.07	JOB # 19-45020	
CKD: NCH DATE:		

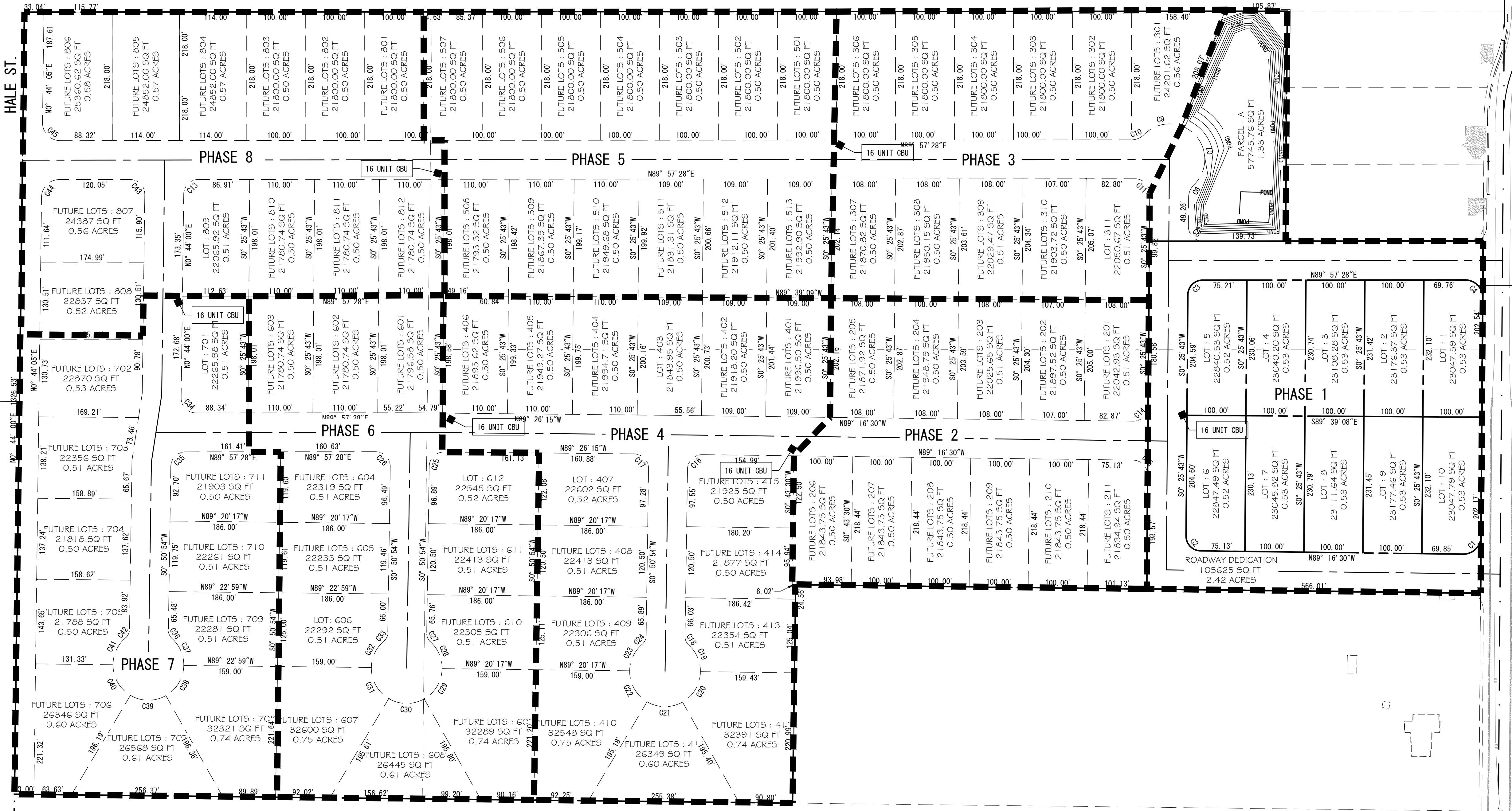
PRELIMINARY PLAN

LOCATED IN THE WEST HALF OF SECTION 7
TOWNSHIP 3 SOUTH, RANGE 5 WEST,
SALT LAKE MERIDIAN,
CITY OF GRANTSVILLE, TOOELE COUNTY, UTAH

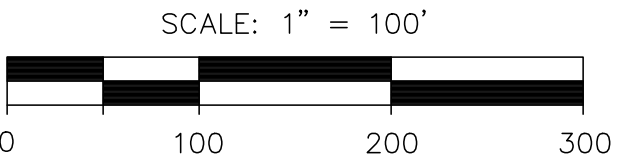
GRANTSVILLE CITY ENGINEER	GRANTSVILLE CITY PUBLIC WORKS
APPROVED FOR CONSTRUCTION THIS DAY OF _____, 20____ BY THE GRANTSVILLE CITY ENGINEER.	APPROVED FOR CONSTRUCTION THIS DAY OF _____, 20____ BY THE GRANTSVILLE PUBLIC WORKS DEPARTMENT
CITY ENGINEER OR REPRESENTATIVE	GRANTSVILLE CITY PUBLIC WORKS DIRECTOR

PHASING MAP – HARVEST MEADOW SUBDIVISION

LOCATED IN THE WEST HALF OF SECTION 7 TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE MERIDIAN
TOOELE COUNTY, GRANTSVILLE CITY, UTAH



NORTH

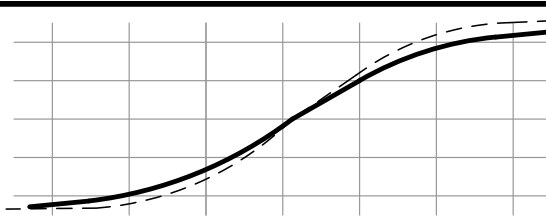
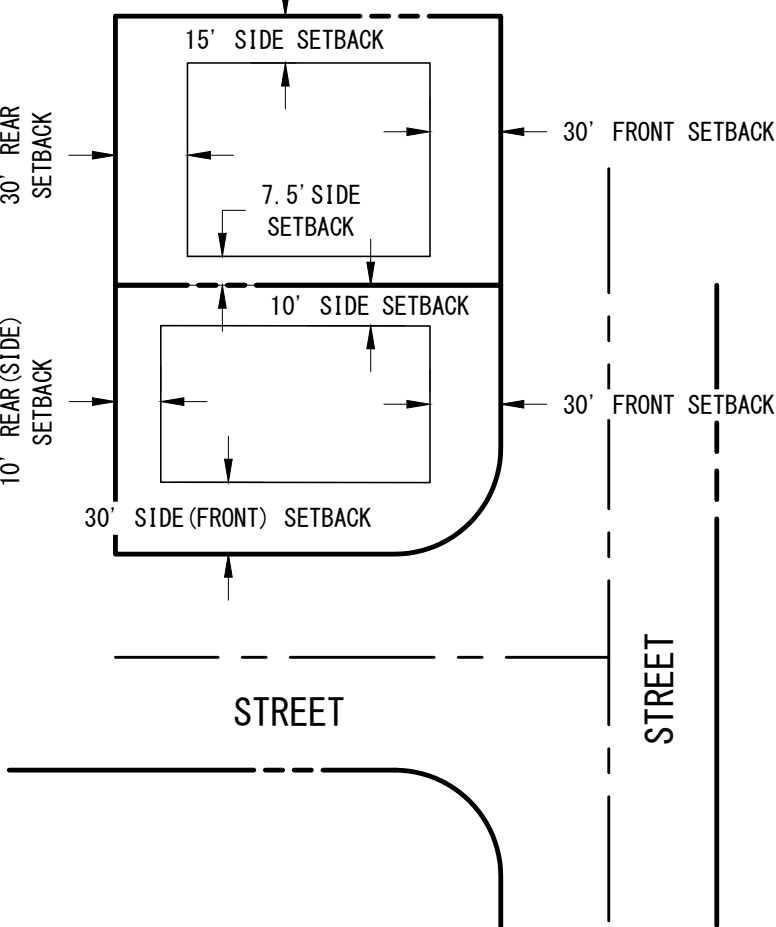


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SETBACKS

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CIVIL PROJ-EX, INC
ENGINEERS * PLANNERS
96 QUIRK STREET
GRANTSVILLE, UTAH 84029

OWNER: ANDY LEWIS CONSTRUCTION,
GREG DEHAAN, SCOOTER II LLC,

DRN: BVB DATE: 2020.02.07
DES: BVB DATE: 2020.02.07
CKD: NCH DATE:

SCALE: AS SHOWN

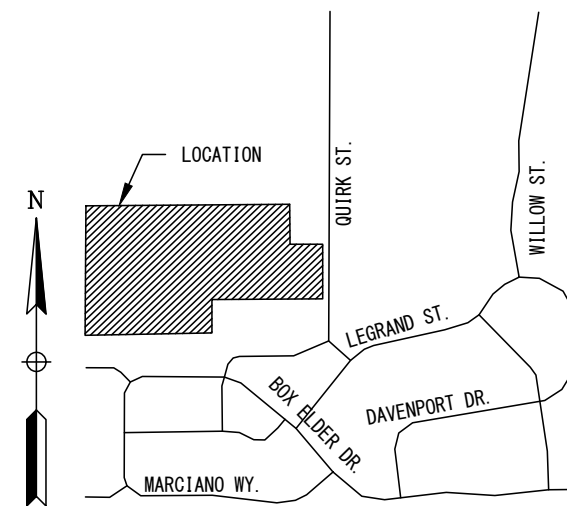
JOB # 19-45020

V-002

NO. 2 OF 2

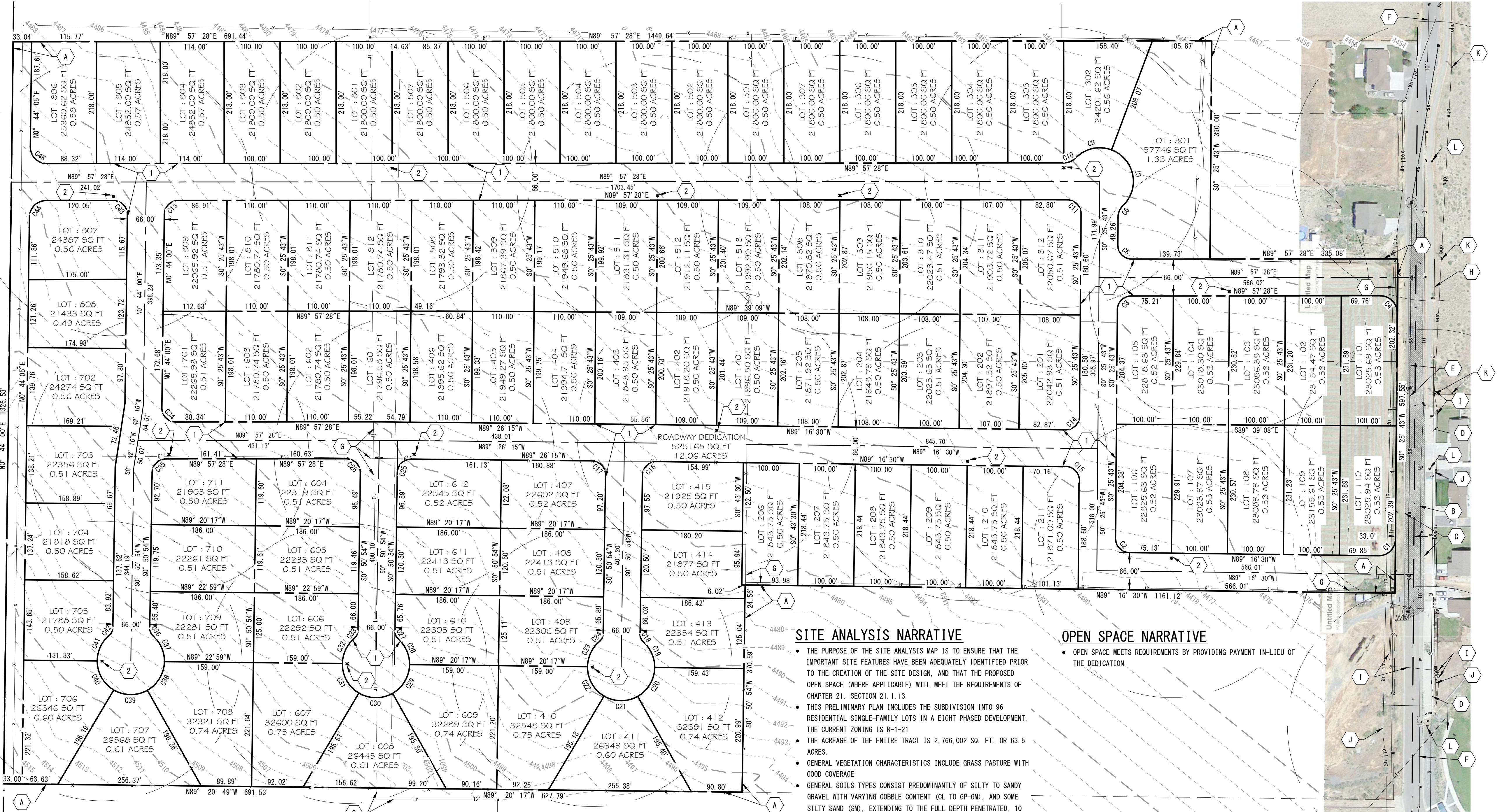
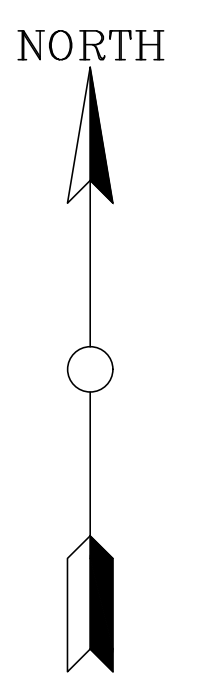
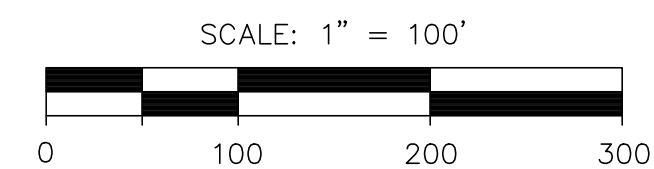
PRELIMINARY PLAN

LOCATED IN THE WEST HALF OF SECTION 7
TOWNSHIP 3 SOUTH, RANGE 5 WEST,
SALT LAKE MERIDIAN,
CITY OF GRANTSVILLE, TOOELE COUNTY, UTAH



VICINITY MAP
1 INCH = 2000 FT

SITE ANALYSIS MAP
HARVEST MEADOW SUBDIVISION



EXISTING FEATURES

- A. PROPERTY BOUNDARY
- B. EXISTING ASPHALT PAVEMENT
- C. EXISTING CURB AND GUTTER
- D. EXISTING SIDEWALK
- E. EXISTING SEWER
- F. EXISTING WATER
- G. EXISTING IRRIGATION
- H. EXISTING GAS
- I. EXISTING ELECTRIC
- J. EXISTING COMMUNICATION
- K. EXISTING UTILITY POLE
- L. EXISTING FIRE HYDRANT

PROPOSED FEATURES

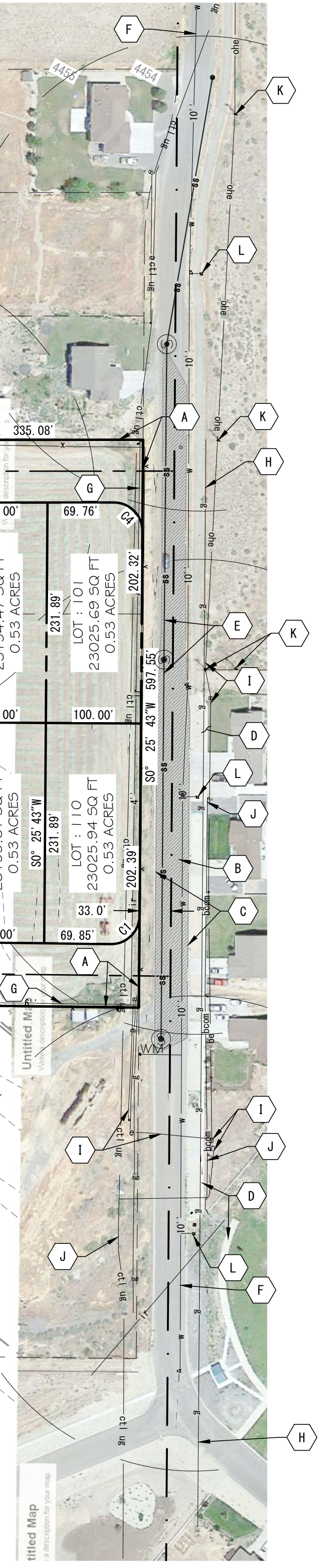
- 1. PROPOSED ROADWAY PER GRANTSVILLE CITY STANDARD ROAD SECTION FOR LOCAL ROAD
- 2. PROPOSED FIRE HYDRANT

SITE ANALYSIS NARRATIVE

- THE PURPOSE OF THE SITE ANALYSIS MAP IS TO ENSURE THAT THE IMPORTANT SITE FEATURES HAVE BEEN ADEQUATELY IDENTIFIED PRIOR TO THE CREATION OF THE SITE DESIGN, AND THAT THE PROPOSED OPEN SPACE (WHERE APPLICABLE) WILL MEET THE REQUIREMENTS OF CHAPTER 21, SECTION 21.1.13.
- THIS PRELIMINARY PLAN INCLUDES THE SUBDIVISION INTO 96 RESIDENTIAL SINGLE-FAMILY LOTS IN A EIGHT PHASED DEVELOPMENT. THE CURRENT ZONING IS R-1-21
- THE ACREAGE OF THE ENTIRE TRACT IS 2,766,002 SQ. FT. OR 63.5 ACRES.
- GENERAL VEGETATION CHARACTERISTICS INCLUDE GRASS PASTURE WITH GOOD COVERAGE.
- GENERAL SOILS TYPES CONSIST PREDOMINANTLY OF SILTY TO SANDY GRAVEL WITH VARYING COBBLE CONTENT (CL TO GP-GM), AND SOME SILTY SAND (SM), EXTENDING TO THE FULL DEPTH PENETRATED, 10 TO 11 FEET PER THE CMT ENGINEERING LABORATORIES GEOTECHNICAL STUDY DATED SEPTEMBER 23, 2020. GROUNDWATER WAS NOT ENCOUNTERED AT THE TIME OF FIELD EXPLORATIONS WITHIN THE MAXIMUM DEPTH EXPLORED OF ABOUT 10 TO 11 FEET BELOW THE EXISTING GROUND SURFACE. THEREFORE, GROUNDWATER IS NOT ANTICIPATED TO AFFECT PROPOSED CONSTRUCTION.
- THE SITE IS IN ZONE "D" PER FEMA PANEL 49045C1605C DATED 11/18/2009
- STORM DRAIN MITIGATION WILL INCLUDE A 100-YEAR RETENTION POND ON THE NORTHERN EASTERN CORNER OF THE PROJECT AS PART OF LOT 301. THE HYDRAULIC SOIL GROUP IS "C"

OPEN SPACE NARRATIVE

- OPEN SPACE MEETS REQUIREMENTS BY PROVIDING PAYMENT IN-LIEU OF THE DEDICATION.

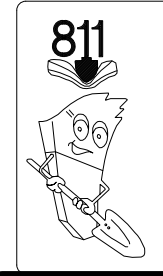
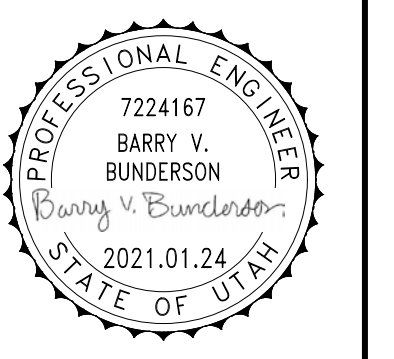


PRELIMINARY PLAN

Project Number	Designed By
19-45001	BVB
Drawn By	Date Issued
BVB	2021.02.24

HARVEST MEADOW
SUBDIVISION
GRANTSVILLE, TOOELE
COUNTY, UTAH

CIVIL PROJ-EX, INC
ENGINEERS & PLANNERS
96 QUIRK STREET
GRANTSVILLE, UTAH 84029



CALL BEFORE YOU DIG.
IT'S FREE AND IT'S THE LAW.

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

Sheet Name:

SA-21.1.13

Agenda Item # 7

Consideration of Resolution 2025-80
approving the Amendment of the
Governing Documents for the Deseret
Public Infrastructure District Nos. 1
Through 16

GRANTSVILLE CITY
RESOLUTION NO. 2025-80
A RESOLUTION APPROVING THE AMENDMENT OF THE GOVERNING
DOCUMENTS FOR THE DESERET PUBLIC INFRASTRUCTURE DISTRICT NOS. 1
THROUGH 16

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

WHEREAS, the Deseret Public Infrastructure District Nos. 1 through 16 (collectively, the “Districts”) were created pursuant to the Utah Limited Purpose Local Government Entities – Local Districts Act, Utah Code Ann. §17B-1-101, et seq., and approved by Grantsville City (the “City”); and

WHEREAS, the Districts were established for the purpose of financing and providing certain public infrastructure improvements and services within the District boundaries as authorized under their respective governing documents and applicable law; and

WHEREAS, the Districts have proposed certain amendments as shown in the Amended and Restated document included herewith as “Exhibit A.”; and

WHEREAS, the City Council has reviewed the proposed amendments and finds that the amendments are not inconsistent with the purposes for which the Districts were originally created and do not adversely impact the rights and responsibilities of the City.

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

Section 1. Approval of Amendments. The City Council hereby approves the proposed amendments to the governing documents as shown in “Exhibit A.”

Section 2. Authorization. The City Manager is authorized to execute the amended governing documents and any related agreements or instruments necessary to effectuate this approval, subject to such minor modifications as the City Manager or City Attorney may deem necessary and appropriate.

Section 3. Effective Date: This resolution shall take effect immediately upon its passage and approval as provided by law.

Section 4. Severability clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS
5TH DAY OF NOVEMBER, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Gina Roberts, Deputy City Recorder

Exhibit “A”

AMENDED AND RESTATED
GOVERNING DOCUMENT FOR
DESERET PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-16 GRANTSVILLE CITY,
UTAH

Updated [Insert Date Approved]

LIST OF EXHIBITS

EXHIBIT A	Legal Descriptions
EXHIBIT B	Initial District Boundary Maps
EXHIBIT C	Annexation Area Boundary Map
EXHIBIT D	Estimated Public Improvement Costs

I. INTRODUCTION

A. Purpose and Intent. The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Governing Document, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements.

B. Objective of the City Regarding Districts' Governing Document. The City's objective in approving the Governing Document for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts. All Debt is expected to be repaid by a tax mill levy no higher than the Maximum Debt Mill Levy also subject to the Maximum Debt Mill Levy Imposition Term for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the Districts and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the City or relevant public entity.

It is the intent of the Districts to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, and if the Districts have authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

C. Limitation on Applicability. This Governing Document is not intended to and does not create any rights or remedies in favor of any party other than the City. Failure of the Districts to comply with any terms or conditions of this Governing Document shall not relieve any party of an obligation to the Districts or create a basis for a party to challenge the incorporation or operation of the Districts, or any Debt issued by the Districts.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area: means the property shown in Exhibit C.

Approved Development Plan: means an approved development agreement identifying, among other things, Public Improvements necessary for facilitating development for

property with a District or Districts.

Assessment: means assessments levied in an assessment area created within the Districts pursuant to the Assessment Area Act, Title 11, Chapter 42 of the Utah Code, as amended from time to time and any successor statute thereto.

Board: means the board of trustees of a District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which any District has promised to impose an *ad valorem* property tax mill levy, and/or collect Assessments.

City: means Grantsville City, Utah.

City Code: means the City Code of Grantsville City, Utah.

City Council: means the City Council of Grantsville City, Utah.

C-PACE Act: means Title 11, Chapter 42a of the Utah Code, as amended from time to time and any successor statute thereto.

C-PACE Bonds: means bonds, loans, notes, or other structures and obligations of the District issued pursuant to the C-PACE Act, including refunding C-PACE Bonds.

C-PACE Assessments: means assessments levied under the C-PACE Act.

District: means any one of the Deseret Public Infrastructure Districts.

Districts: means two or more of the Deseret Public Infrastructure Districts.

District Act: means the Local District Act and the PID Act.

District Area: means the property within the Initial District Boundary Maps and the Annexation Area Boundary Map.

Fees: means any fee imposed by any District for administrative services provided by such District.

General Obligation Debt: means a Debt that is directly payable from and secured by *ad valorem* property taxes that are levied by a District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the Districts approved by the City Council.

Governing Document Amendment: means an amendment to the Governing Document

approved by the City Council in accordance with applicable state law and approved by the applicable Boards in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the Districts described in the Initial District Boundary Map.

Initial District Boundary Map: means the map(s) attached hereto as Exhibit B, describing the initial boundaries of the Districts.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by a District which may not exceed the Maximum Debt Mill Levy.

Local District Act: means Title 17B of the Utah Code, as amended from time to time.

Maximum Debt Mill Levy: means the maximum mill levy a District is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy on a particular property developed for residential uses as set forth in Section VII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an investment banker, or individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt.

Project: means the development or property known as Deseret

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board.

Residential Homeowner: means the owner of a residential property intended for owner occupation.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the Districts.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 1.5 acres. A legal description of the Initial District Boundaries is attached hereto as Exhibit A. It is anticipated that the Districts' boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-4-201, Utah Code, subject to Article IV below. The project is anticipated to consist of 1,200 acres of residential property, 300 acres of commercial property and 250 acres of civic/open space and parks.

IV. BENEFITS OF DISTRICTS

The Districts anticipate providing many benefits to the City and surrounding areas including: a regional park, a community center, water storage, regional wastewater treatment, offsite roadway improvements, drainage improvements, and alluvial fan mitigation.

V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

A. Powers of the Districts. The Districts shall have the power and authority to provide the Public Improvements within and without the boundaries of the Districts as such power and authority is described in the PID Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein. The estimated costs of the public improvements are set forth in Exhibit D.

B. Operations and Maintenance Limitation. The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate public entity in a manner consistent with rules and regulations of the City and applicable provisions of the City Code. The Districts shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

C. Construction Standards Limitation. The Districts will ensure that the Public

Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain applicable permits for construction and installation of Public Improvements prior to performing such work. Land easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City. All public infrastructure within the District which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity.

D. Procurement. The Districts shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the Districts may acquire completed or partially completed improvements for fair market value as reasonably determined by an engineer who certifies as part of such fair market value determination that they are independent of such District.

E. Municipal Advisor Certificate. Prior to the issuance of Debt, a District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

F. Annexation and Withdrawal.

1. The City, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area into one of the Districts. Such area may only be annexed after obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board of the District containing the area approving such annexed. The Districts shall not annex within their boundaries any property outside the District Area without the prior written consent of the City.

2. The City, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the Districts. Such area may only be withdrawn from a District after obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board of the applicable District approving such withdrawal.

3. Any annexation or withdrawal shall be in accordance with the

requirements of the PID Act.

4. Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

5. Annexation or withdrawal of any area in accordance with section shall not constitute an amendment of this Governing Document.

~~E. Governing Document Amendment Requirement. This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the City and the applicable District approving such amendment.~~

G. Governing Document Amendment Requirement. This Governing Document has been designed with sufficient flexibility to enable the Districts to provide required facilities under evolving circumstances without the need for numerous amendments. Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolution of the City and the applicable District approving such amendment.

H. Overlap Limitation. The boundaries of the Districts shall not overlap unless the aggregate mill levy for payment of Debt of the overlapping Districts will not at any time exceed the Maximum Debt Mill Levy of the applicable Districts.

I. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan relating to property within a District, such Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

J. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of an aggregate amount of Five Hundred Million Dollars (\$500,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of Debt by the Districts. The Total Debt Issuance Limitation does not apply to the Districts' pledge of its property tax revenues to the Debt of one of the other Districts. In addition, any C-PACE Bonds do not count against the foregoing limitation and there is no limit to the amount of C-PACE Bonds the District may issue so long as such issuances are in accordance with the provisions of the C-PACE Act.

Notwithstanding the foregoing, the Districts shall not be permitted to issue Debt, other than refunding prior issuances of Debt, after December 31, 2049.

K. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

1. Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

2. Are, together with all other requirements of Utah law, included in the “political or governmental powers” reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the “regulatory or electoral approval necessary under applicable nonbankruptcy law” as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Governing Document Amendment.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Boards shall be composed of 5 Trustees each, who shall be appointed by the City Council pursuant to the PID Act. All Trustees shall be at large seats. Trustee terms for each District shall be staggered with initial terms as follows: Trustees 3, 4, and 5 shall serve an initial term of 4 years; Trustees 1 and 2 shall serve an initial term of 6 years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of such Districts. Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its anticipated residential certificates of occupancy to reflect such boundary change.

B. Future Board Composition.

1. At the time of annexation of property into a District, such District shall estimate the total number of residential units within the District at full buildout of the property within the District (the “Anticipated Units”). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated Units to reflect such boundary change. The respective board seats for the District Boards with residential property shall transition from appointed to elected seats according to the following milestones:

(a) Trustee 1. Trustee 1 shall transition to an elected seat after the end of a full term during which 50% of the Anticipated Units have received certificates of occupancy

(b) Trustee 2. Trustee 2 shall transition to an elected seat after the end of a full term during which 75% of the Anticipated Units have received certificates of occupancy.

(c) Trustee 3. Trustee 3 shall transition to an elected seat after the end

of a full term during which 80% of the Anticipated Units have received certificates of occupancy.

(d) Trustee 4. Trustee 4 shall transition to an elected seat after the end of a full term during which 90% of the Anticipated Units have received certificates of occupancy.

(e) Trustee 5. Trustee 5 shall transition to an elected seat after the end of a full term during which 100% of the Anticipated Units have received certificates of occupancy.

For any District which is not anticipated to include any residential property, the Board shall continue to be appointed by the City Council and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District. Any property owner owning at least 1/5 of the taxable value of the property within such District shall be entitled to nominate one trustee seat for each 1/5 value (provided that the City retains discretion to reject any nominee and request a new nominee from such property owner).

No transition pursuant to this Section shall become effective until the next scheduled regular election of the District following a full term. Registered voters within this Section shall mean voters whose “principal place of residence,” as that term is defined under Utah Code 20A-2-105(1)(a), is within a District.

C. Reelection and Reappointment. Not less than thirty (30) days prior to the expiration of a Trustee’s respective term, for any seat which has not transitioned to an elected seat, the Districts shall notify the City of the pending expiration of the term. The City Council may appoint a new Trustee pursuant to the PID Act prior to the expiration of the term of the current Trustee. If the City Council fails to appoint a new Trustee, the existing Trustee shall be deemed reappointed for a term of four (4) years. Any seat that has transitioned to an elected seat shall be elected at large pursuant to an election held for such purpose. If no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Local District Act. Any Trustee shall continue to serve until a new Trustee is elected.

D. Any vacancy on the Board shall be filled pursuant to the Local District Act.

VII. FINANCIAL PLAN

A. General. The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount. The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed

eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

1. The “Maximum Debt Mill Levy” shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Limited Tax Debt shall be 0.0065 per dollar of taxable value of taxable property in such District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code.

2. Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

D. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within Thirty-One (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the “Maximum Debt Mill Levy Imposition Term”).

All Assessments (other than C-PACE Assessments) imposed by any District on a parcel zoned for residential uses shall be payable at or before the ~~time a building permit is issued with respect to such parcel~~parcel is conveyed to a Residential Homeowner. Any C-PACE Assessments may be repayable in accordance with the provisions of such act.

E. Debt Instrument Disclosure Requirement. In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

F. Security for Debt.

The Districts shall not pledge as security any land, assets, funds, revenue or property of the City, or property to be conveyed to the City, as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District’s obligations; nor shall anything in the

Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the Districts in the payment of any such obligation. All debt issued by the Districts for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.

G. Bond and Disclosure Counsel; Municipal Advisor.

It is the intent of the City that the Districts shall use competent and nationally recognized bond and disclosure counsel and Municipal Advisor with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The Districts are encouraged to use the City's bond counsel and Municipal Advisor, however, the Districts may request the City to use other bond counsel or Municipal Advisors, meeting the requirements in the foregoing sentence, which request shall not be unreasonably denied or delayed. In the event the City does not object to a District's request in writing within fourteen (14) calendar days, stating the grounds for the objection, the District's selection shall be deemed approved.

VIII. ANNUAL REPORT

A. General. In addition to all reporting requirements required by state law, each District shall be responsible for submitting an annual report to the City Recorder's Office no later than 210 days following the end of the District's fiscal year, beginning with fiscal year 2024.

B. Reporting of Significant Events. The annual report shall include information as to any of the following:

1. Names and terms of Board members and officers;
2. Board seat transition milestones and progress towards Board transition, as applicable;
3. District office contact information, if changed;
4. A summary of any litigation which involves the District as of the last day of the prior fiscal year, if any;
5. A summary of the total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
6. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
7. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

IX. DISSOLUTION

Upon repayment of defeasance of the Debt of a District, such District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution of a District occur until such District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

X. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation for each District, or the annexation of property into any District, the Board shall record a notice against the property with the District with the recorder of Tooele County and provide a copy of the notice to the City. Such notice shall (a) contain a description of the boundaries and annexation area of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) if applicable, state that the debt may convert to general obligation debt and outlining the provisions relating to conversion, and state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the maximum rate the District may levy; and (e) include the substantially the following language in bold:

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$650** for the duration of the District’s Bonds.”

Failure to provide any disclosures required by this Section shall not relieve any property owner of the obligation to pay taxes imposed by the Districts.

XI. ENFORCEMENT.

In accordance with Section 17D-4-201(5) of the Utah Code, the City may impose limitations on the powers of the Districts through this Governing Document. The City shall have the right to enforce any of the provision, limitations or restricts in this Governing Document against the Districts, through any and all legal or equitable means available to the City, including, but not limited to, injunctive relief.

Agenda Item # 8

Consideration of Ordinance 2025-40

Approving the Master Development

Agreement for the Deseret Development



GRANTSVILLE CITY
ORDINANCE NO. 2025-40
AN ORDINANCE OF GRANTSVILLE CITY APPROVING THE MASTER
DEVELOPMENT AGREEMENT FOR THE DESERET DEVELOPMENT

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

WHEREAS, the City of Grantsville (“City”) recognizes the need to guide and manage growth in a manner that promotes orderly development, ensures adequate infrastructure, and protects the public interest; and

WHEREAS, the developer of the proposed **Deseret Development** has submitted a **Master Development Agreement (“MDA”)** that sets forth the terms, conditions, and obligations governing the development of the property located within the City; and

WHEREAS, the Master Development Agreement defines the permitted uses, phasing, public improvements, water and utility service, and other development standards applicable to the Deseret Development; and

WHEREAS, the City Council has determined that approval of the Master Development Agreement is in the best interest of the City and consistent with the City’s Land Use and Management Code, General Plan, and development objectives;

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

Section 1: The Master Development Agreement for the Deseret Development is hereby approved in substantially the form presented to the City Council.

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.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 5TH DAY OF NOVEMBER, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Gina Roberts, Deputy City Recorder

Approved as to Form:

Tysen J. Barker, Grantsville City Attorney

Exhibit “A”

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**¹ 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 Specifications⁴, 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 Code⁵, 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 7. 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 Infrastructure⁹.

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 Plan¹⁰.

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 3,498th certificate of occupancy in the Project. The remaining twelve and one half acres of Moderate Income Housing shall be complete prior to Buildout¹¹. 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.¹²

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.¹³

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

¹³ 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)]

DEVELOPER:

VT GRANTSVILLE LAND CO, LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____

DEVELOPER ACKNOWLEDGMENT

[illegible]

On the ____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of VT Grantsville Land Co, LLC a Colorado limited liability and that the foregoing instrument was duly authorized on behalf of said company.

NOTARY PUBLIC

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:

Tylen Barker

F4489758F096486

Tylen J. Barker, Grantsville City Attorney

EXHIBIT C

(DZOD Development Plan)



EXHIBIT D

(Offsite Improvement Plan)

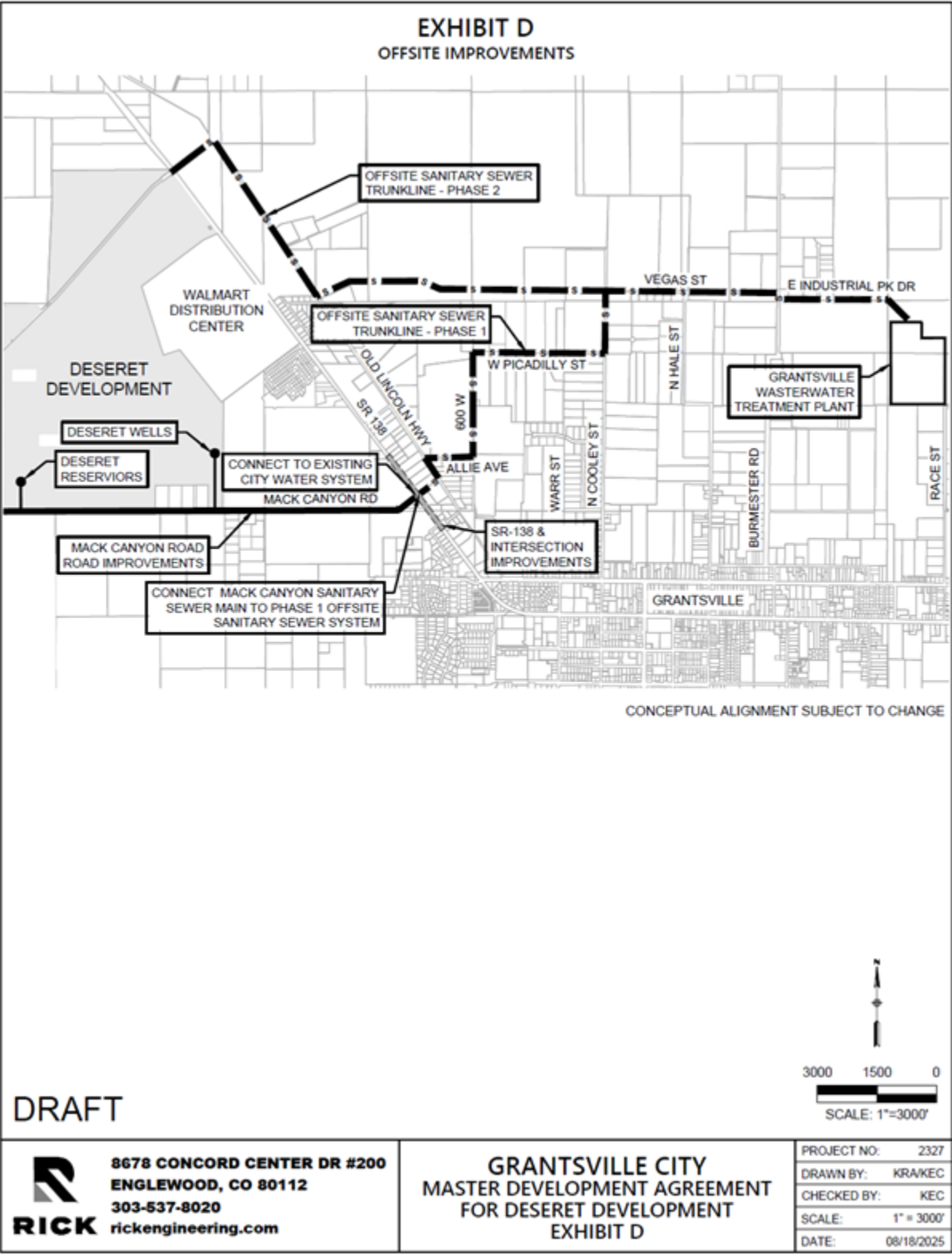


EXHIBIT E

(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.

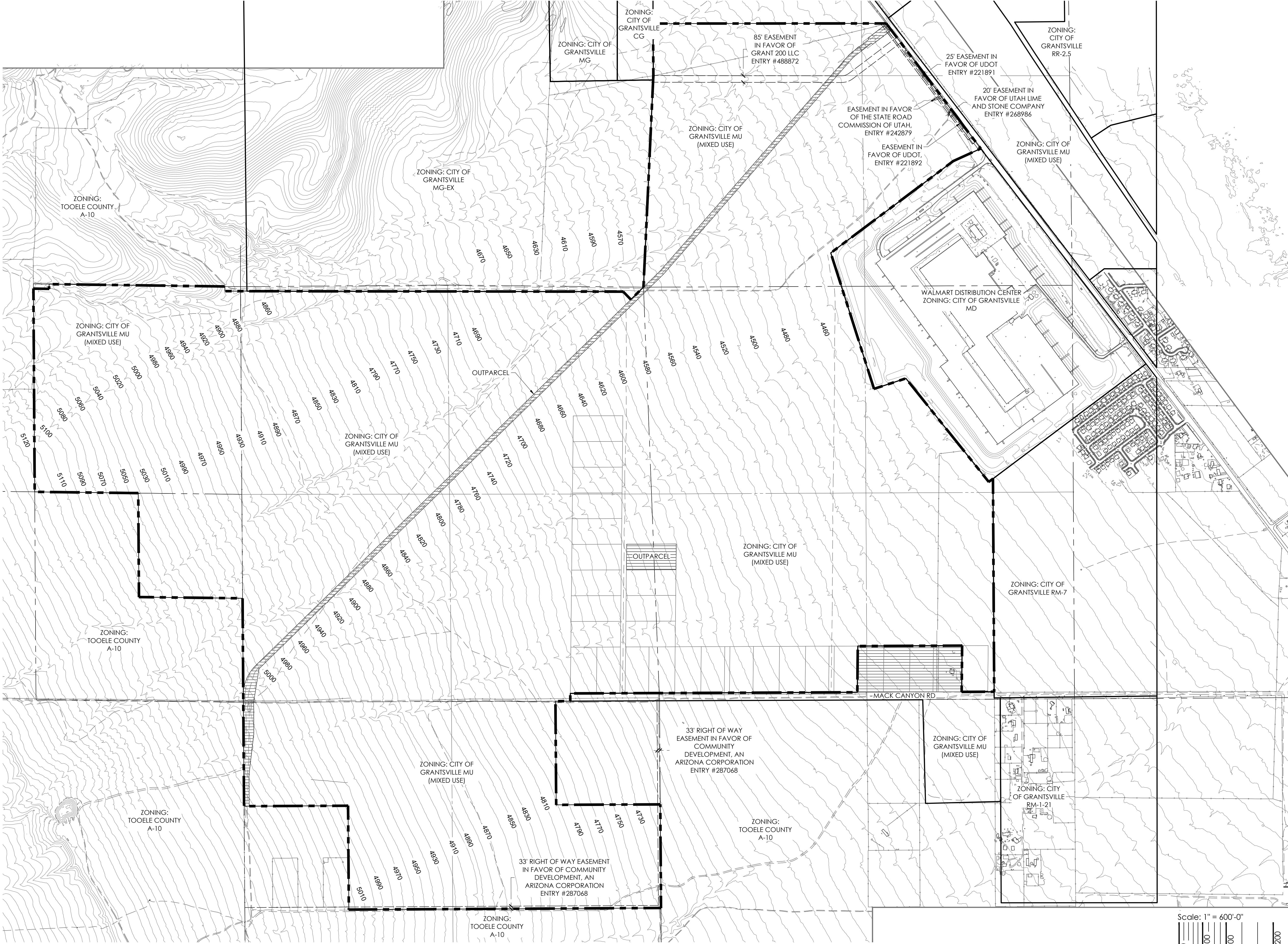
2. Mediation.

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.

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DESERET
ZONING OVERLAY DISTRICT



LEGEND

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

Scale: 1" = 600'-0"



terracedesign
10200 E. 1200 N., Suite A-314
Draper, UT 84020
PH: 303.632.8647

RICK

PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

SUBMITTAL DATE:
7/18/2024
REVISION DATE:
8/23/2024
1/14/2025
2/26/2025

SHEET TITLE

EXISTING CONDITIONS

SHEET NUMBER

2

SHEET 2 OF 17

p:\ventura capital\deseret\overall\cad\planning\submittals\deseret\zoning\district\sub\#4\sheet\zdrd-zoning.dwg

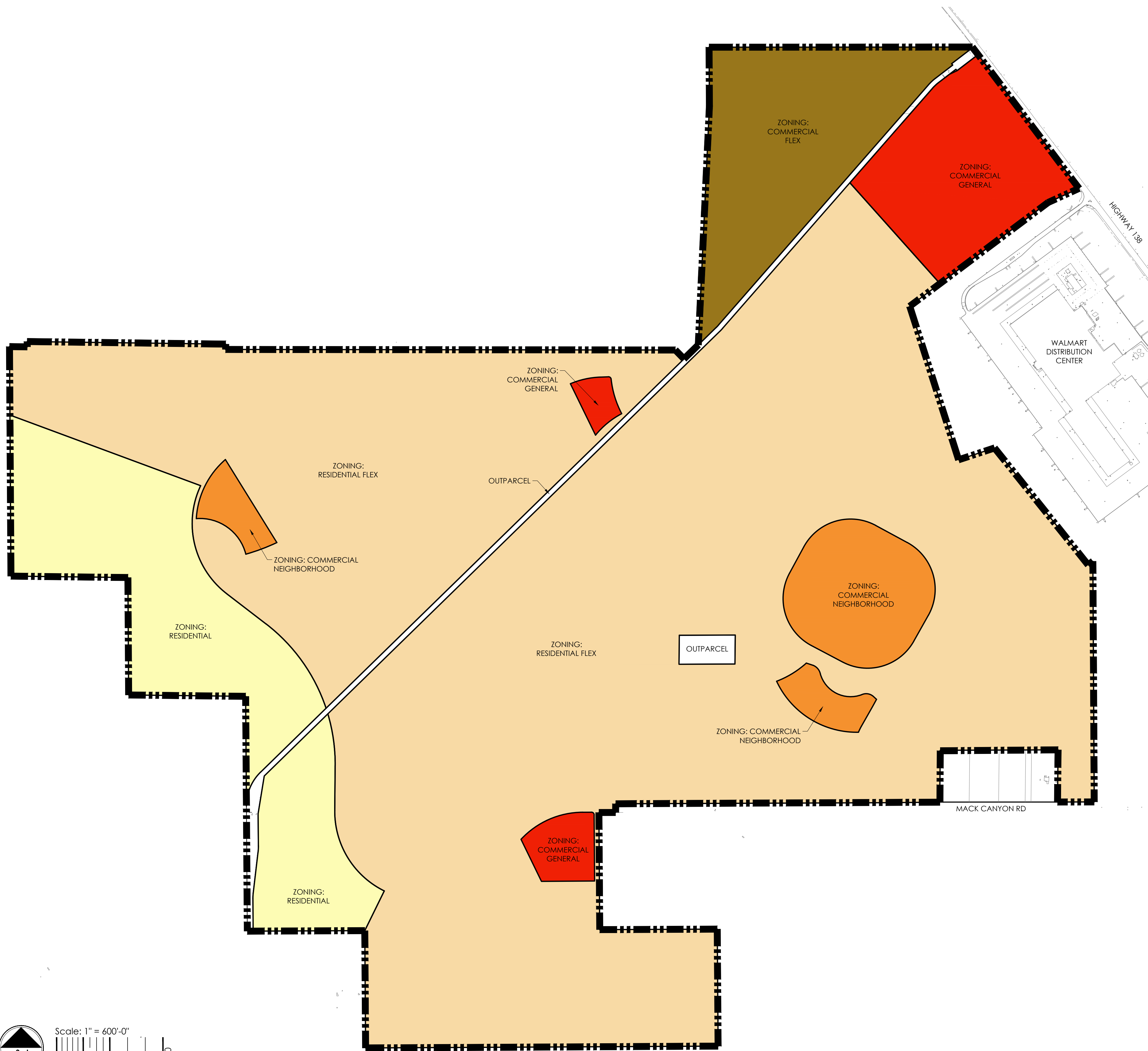


Scale: 1" = 600'-0"

0 300 600 1200

DESERET

ZONING OVERLAY DISTRICT



LEGEND	
	COMMERCIAL GENERAL
	COMMERCIAL NEIGHBORHOOD
	COMMERCIAL FLEX
	RESIDENTIAL FLEX
	RESIDENTIAL

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	1272.3	74%
RESIDENTIAL	181.9	11%
SUBTOTAL	1454.2	84%
TOTAL	1729.1	100%

PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

SUBMITTAL DATE:
7/18/2024
REVISION DATE:
8/23/2024
1/14/2025
2/26/2025

SHEET TITLE

ZONING PLAN

SHEET NUMBER

3

SHEET 3 OF 17

DESERET
ZONING OVERLAY DISTRICT



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.		79.0		
TOTAL		1729.1	4.0	6,997

NOTES:

- TWENTY (20) 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.
- NO MORE THAN 30 ACRES MAY BE RESIDENTIAL IN PA-21 (COMMERCIAL FLEX).

LEGEND	
	RESIDENTIAL
	RESIDENTIAL FLEX
	COMMERCIAL NEIGHBORHOOD
	COMMERCIAL GENERAL
	COMMERCIAL FLEX
	SCHOOL
	PARK (NP)
	OPEN SPACE / DRAINAGE
	ROADS

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.	79.0	5%
TOTAL	1729.1	100%

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
TRANSITIONAL TREATMENT HOME, SMALL	-	-	-	-	C	1 SPACE PER 3 DWELLING UNITS
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
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

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.
- 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:

7/18/2024

REVISION DATE:

8/23/2024

1/14/2025

2/26/2025

SHEET TITLE

LAND USE MATRIX

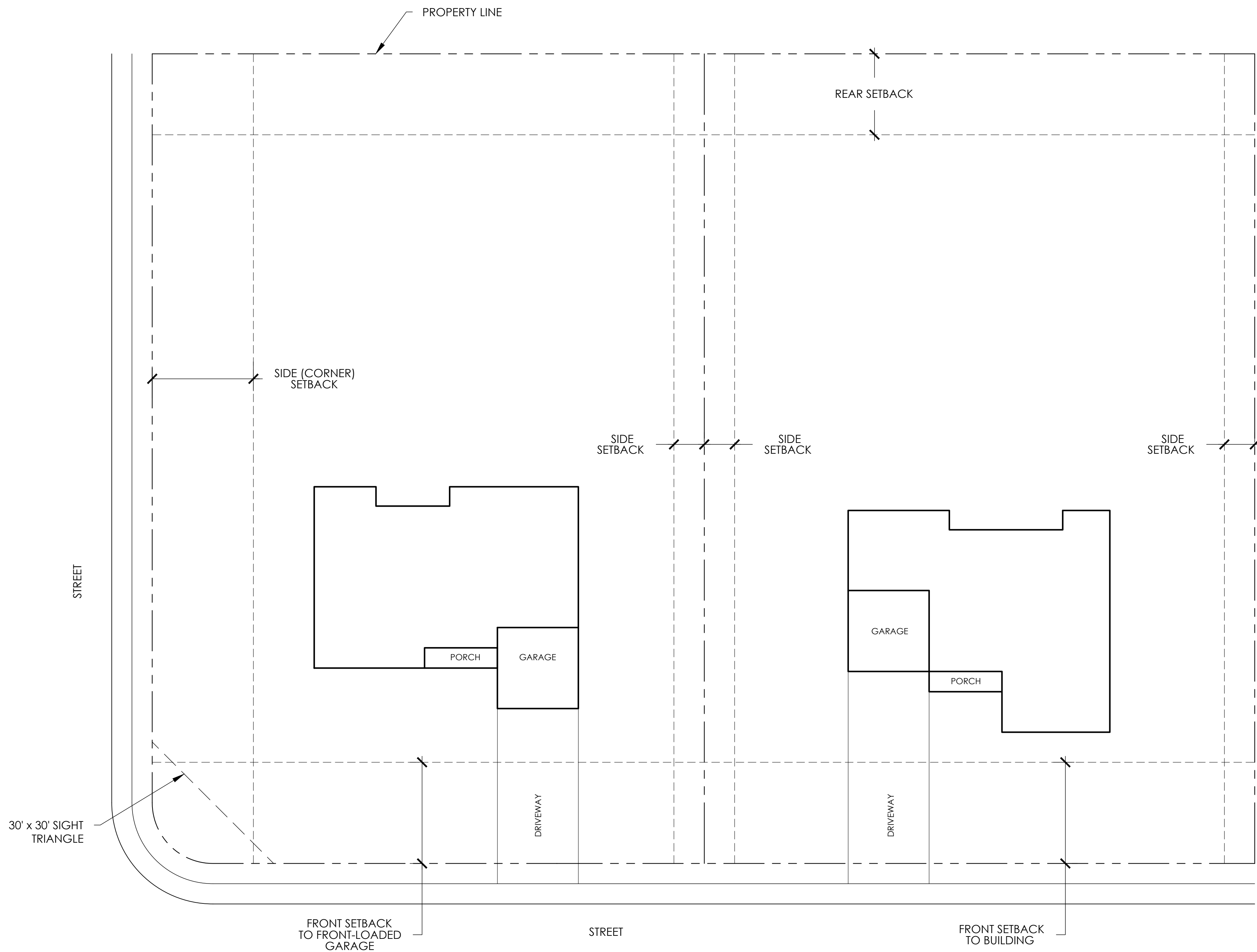
SHEET NUMBER

5

SHEET 5 OF 17

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DESERET
ZONING OVERLAY DISTRICT



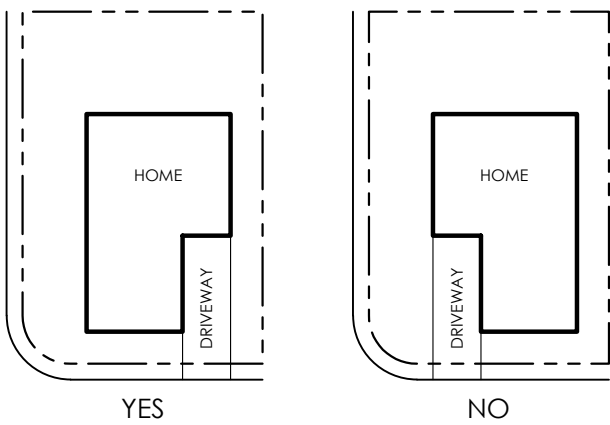
FRONT-LOADED SINGLE FAMILY DETACHED ESTATE DWELLING TYPICAL

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

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. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
- B. HOMES LOCATED ON A CORNER SHALL BE HANDED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.



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



PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

SUBMITTAL DATE:

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2/26/2025

SHEET TITLE

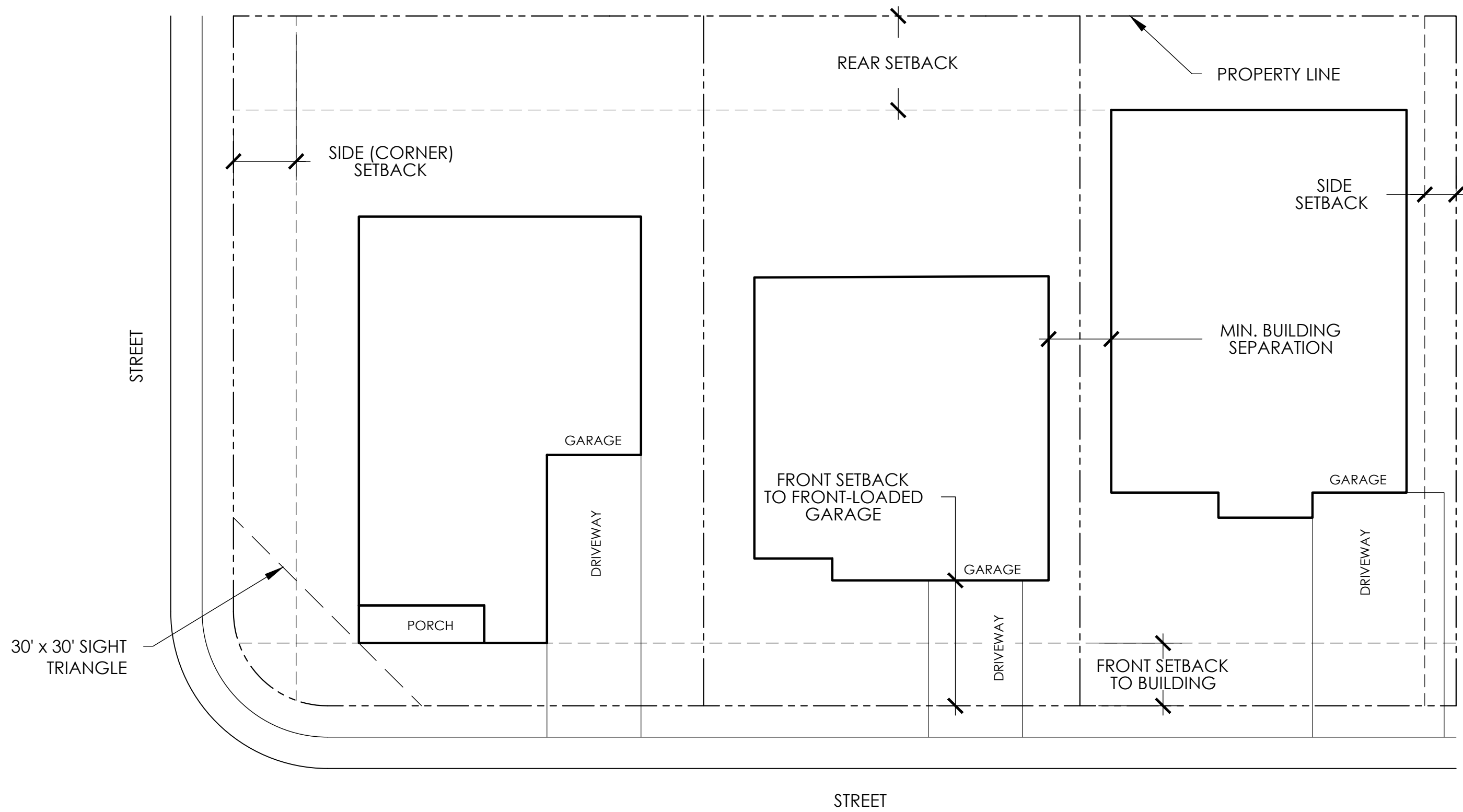
DEVELOPMENT
STANDARDS
SINGLE FAMILY DETACHED
ESTATE DWELLINGS

SHEET NUMBER

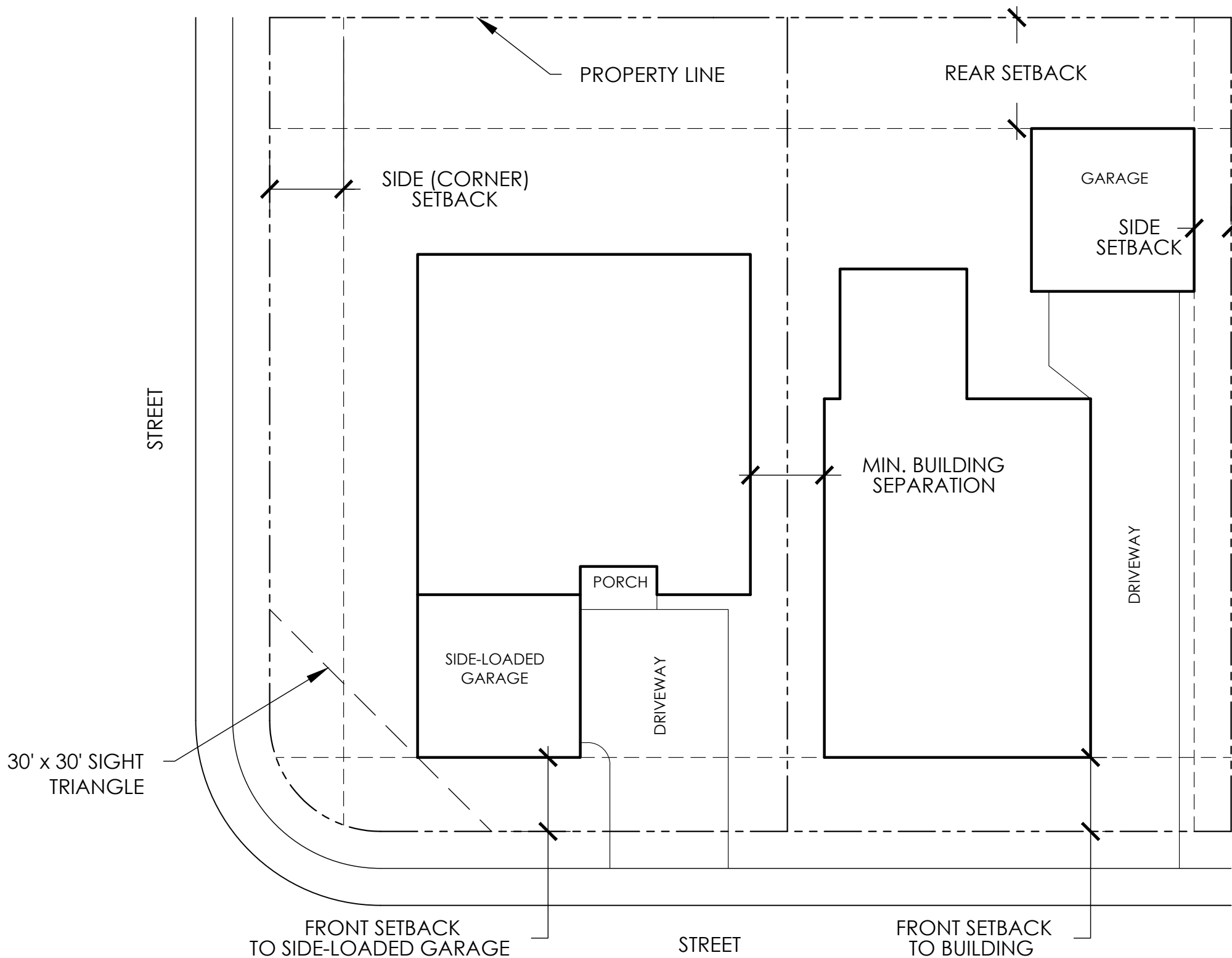
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SHEET 6 OF 17

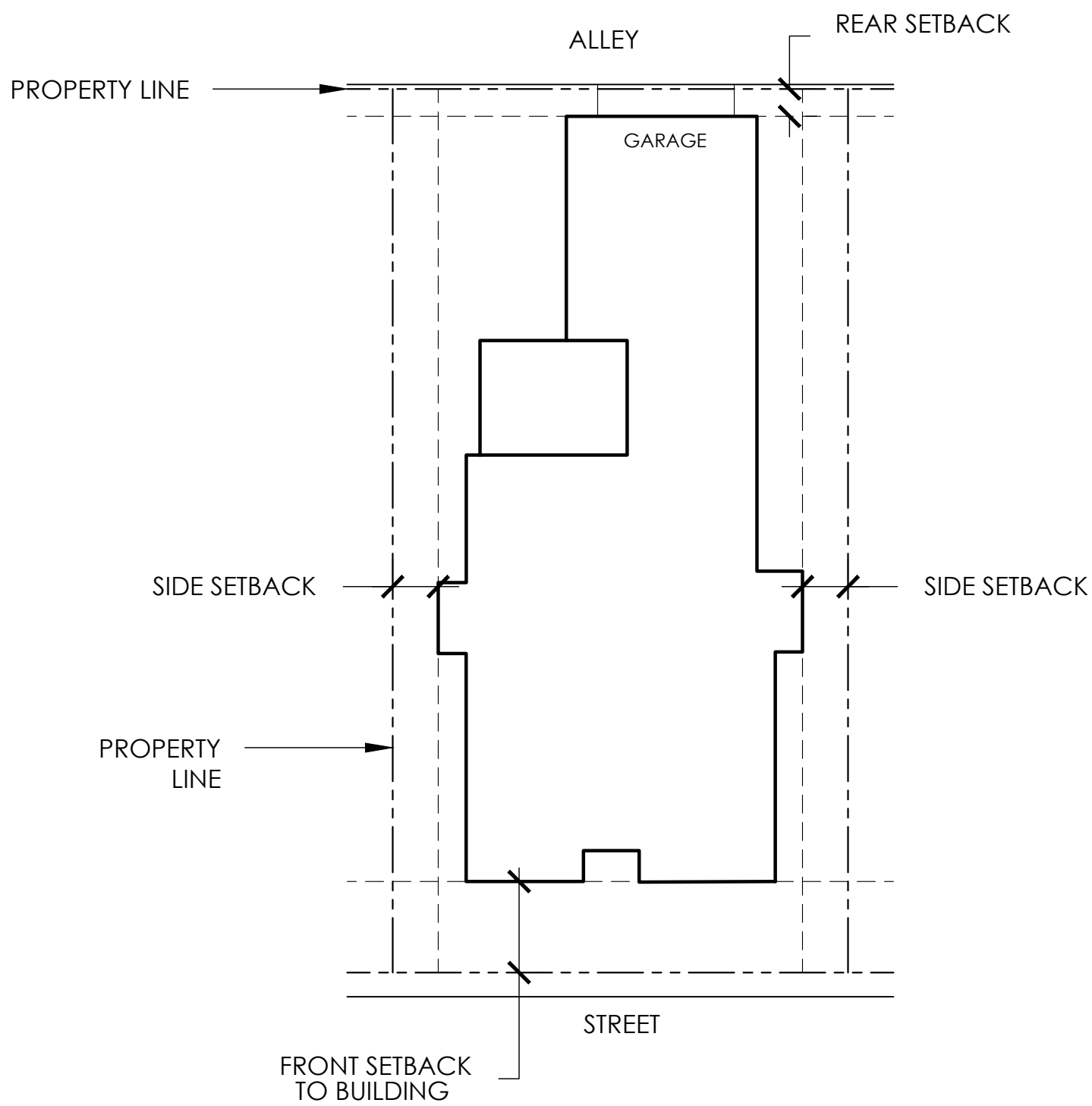
DESERET
ZONING OVERLAY DISTRICT



A. FRONT-LOADED SINGLE FAMILY DETACHED DWELLING TYPICAL



A. SIDE AND DETACHED GARAGE SINGLE FAMILY
DETACHED DWELLING TYPICAL



DEVELOPMENT STANDARDS TABLE B	
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:

- 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 ENCR OACH ON SIGHT TRIANGLE.
- SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

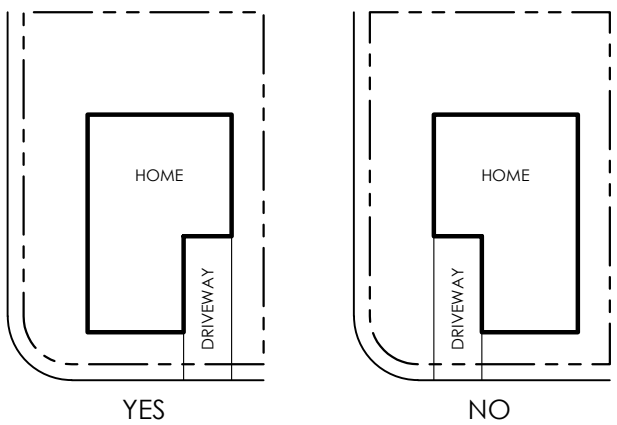
DEVELOPMENT STANDARDS TABLE A	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY DETACHED DWELLING (FRONT-LOADED & SIDE-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	4,500
MINIMUM LOT FRONTAGE / WIDTH	45'
MINIMUM BUILDING WIDTH	35'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
FRONT SETBACK 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 ENCR OACH 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 ENCR OACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCR OACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCR OACH 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.

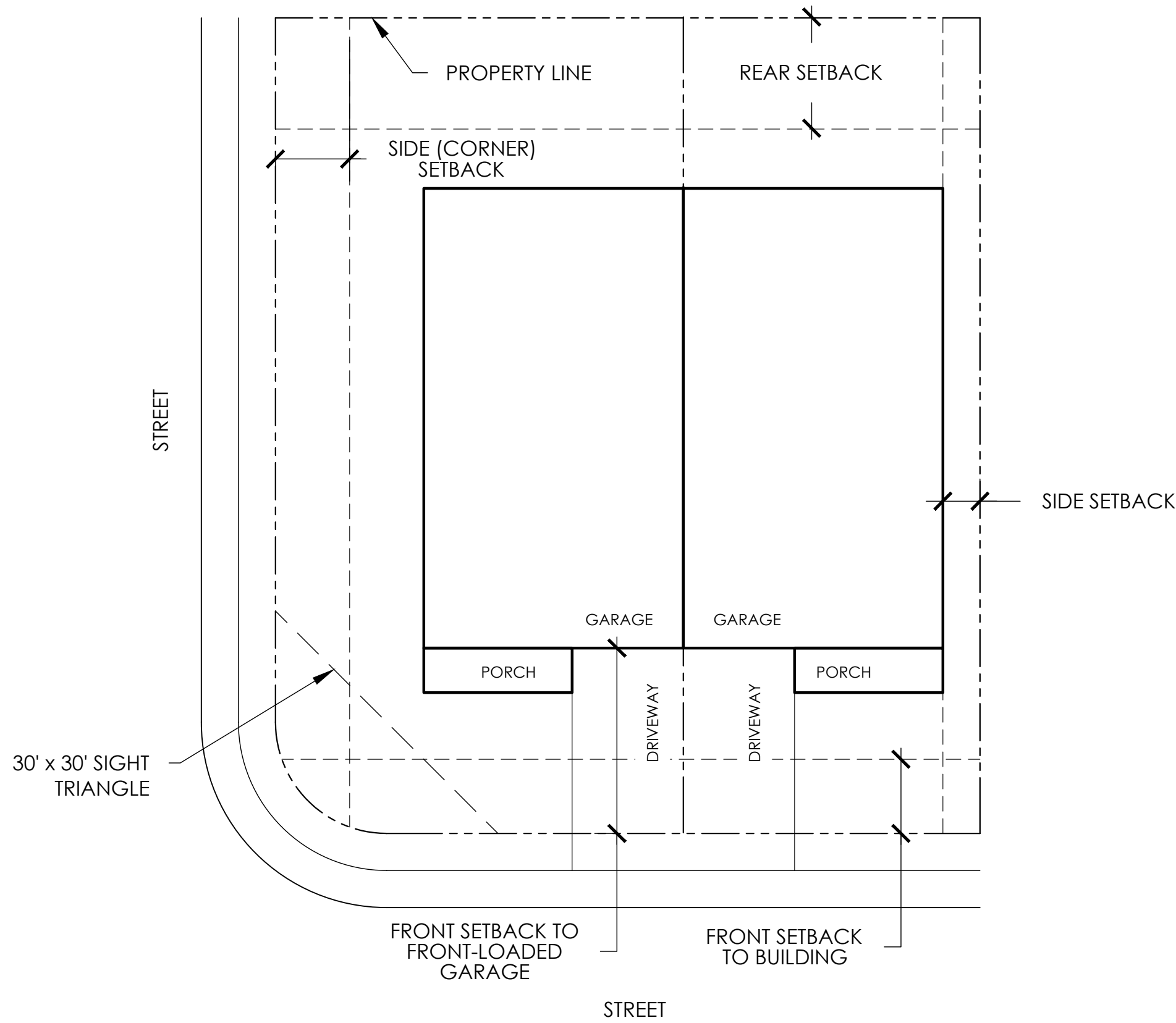


B. ALLEY-LOADED SINGLE FAMILY DETACHED
DWELLING TYPICAL

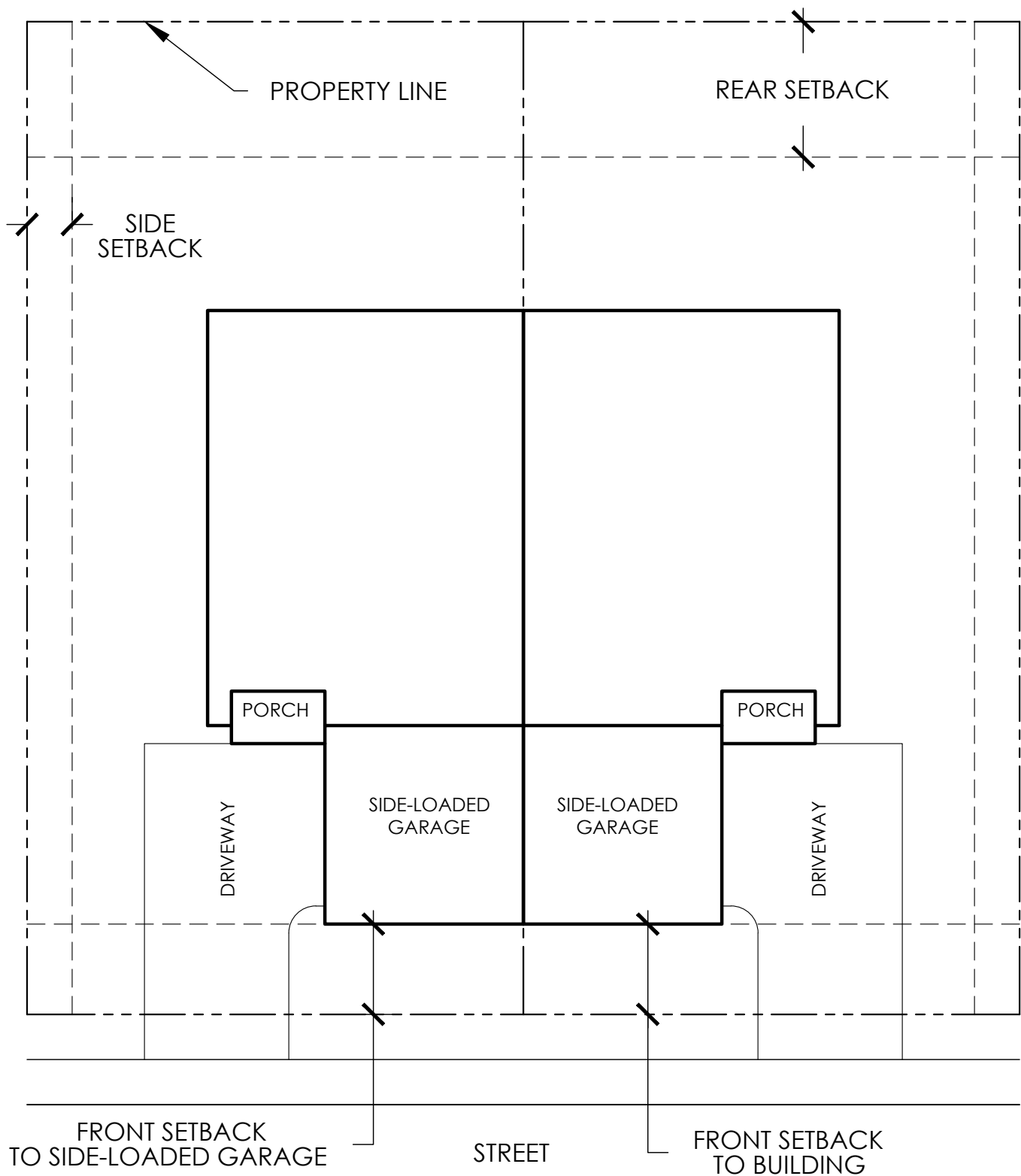
DISCLAIMER: TYPICALS ARE INTENDED TO ILLUSTRATE DEVELOPMENT STANDARDS ONLY AND DO NOT REPRESENT A SPECIFIC SITE PLAN.

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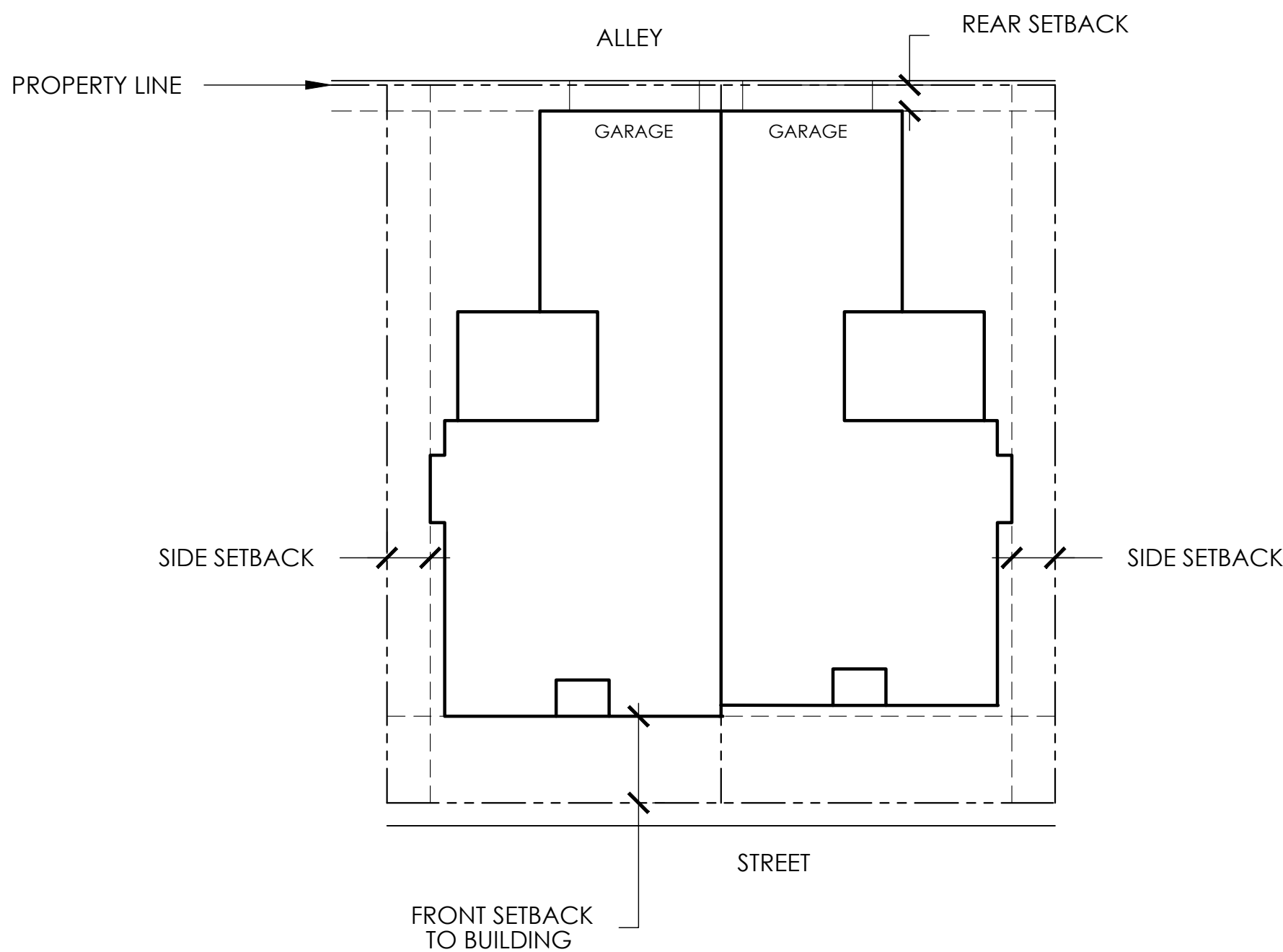
DESERET
ZONING OVERLAY DISTRICT



A. TWIN HOME / TWO FAMILY DWELLING (FRONT-LOADED)



A. TWIN HOME / TWO FAMILY DWELLING (SIDE-LOADED)



B. TWIN HOME / TWO FAMILY DWELLING (ALLEY-LOADED)

DEVELOPMENT STANDARDS TABLE A		
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'

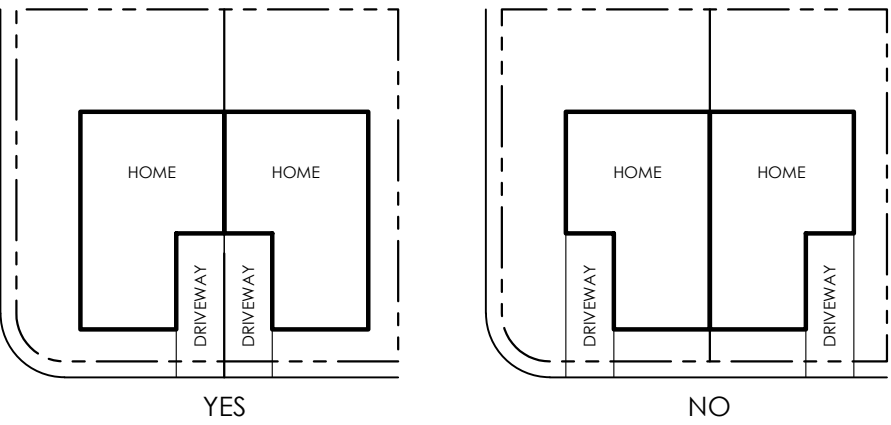
NOTES:
1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
3. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
4. SETBACK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

DEVELOPMENT STANDARDS TABLE B		
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.

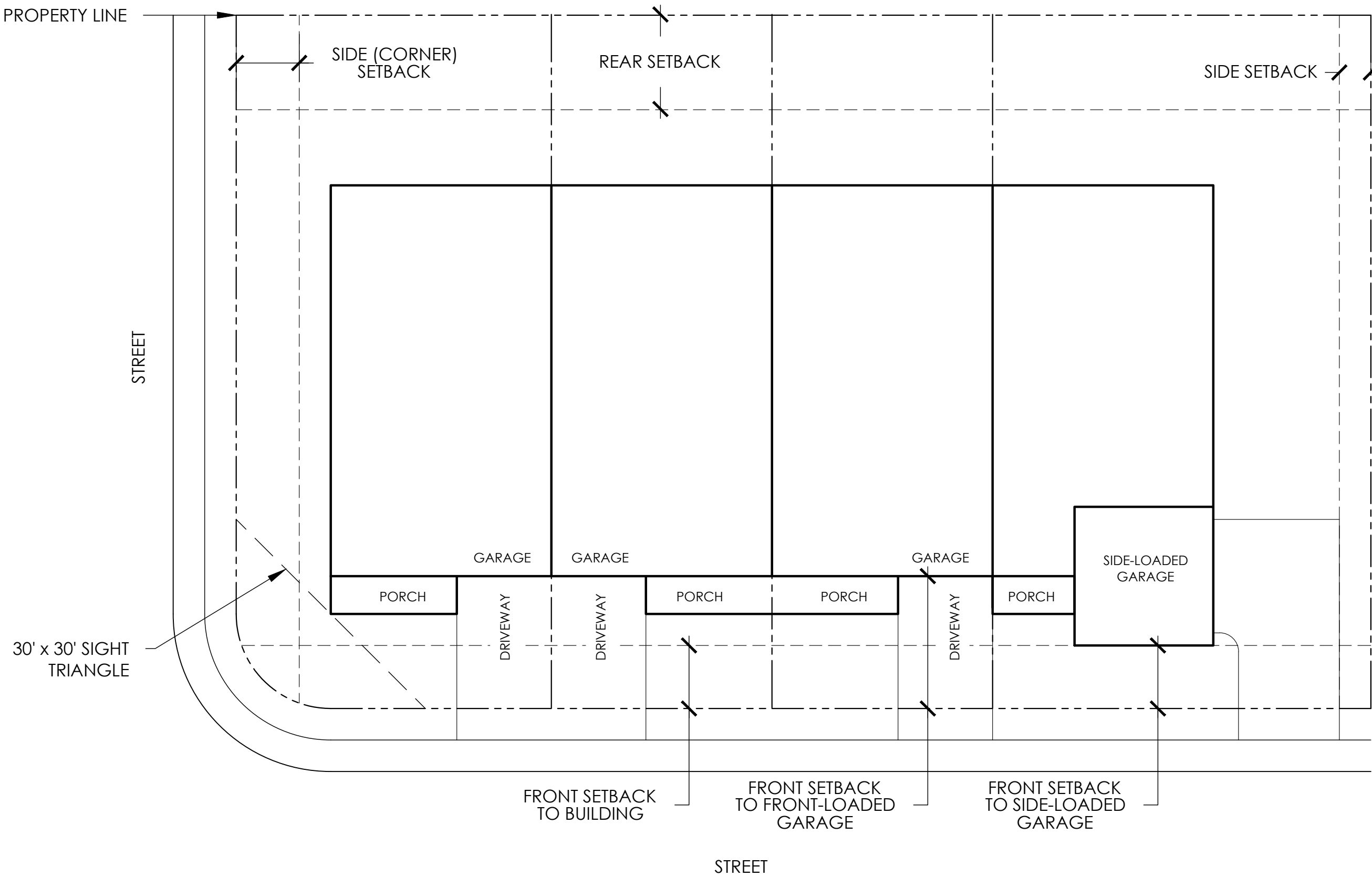
ADDITIONAL NOTES FOR THIS SHEET

- 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. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
B. HOMES LOCATED ON A CORNER SHALL BE HANDLED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.

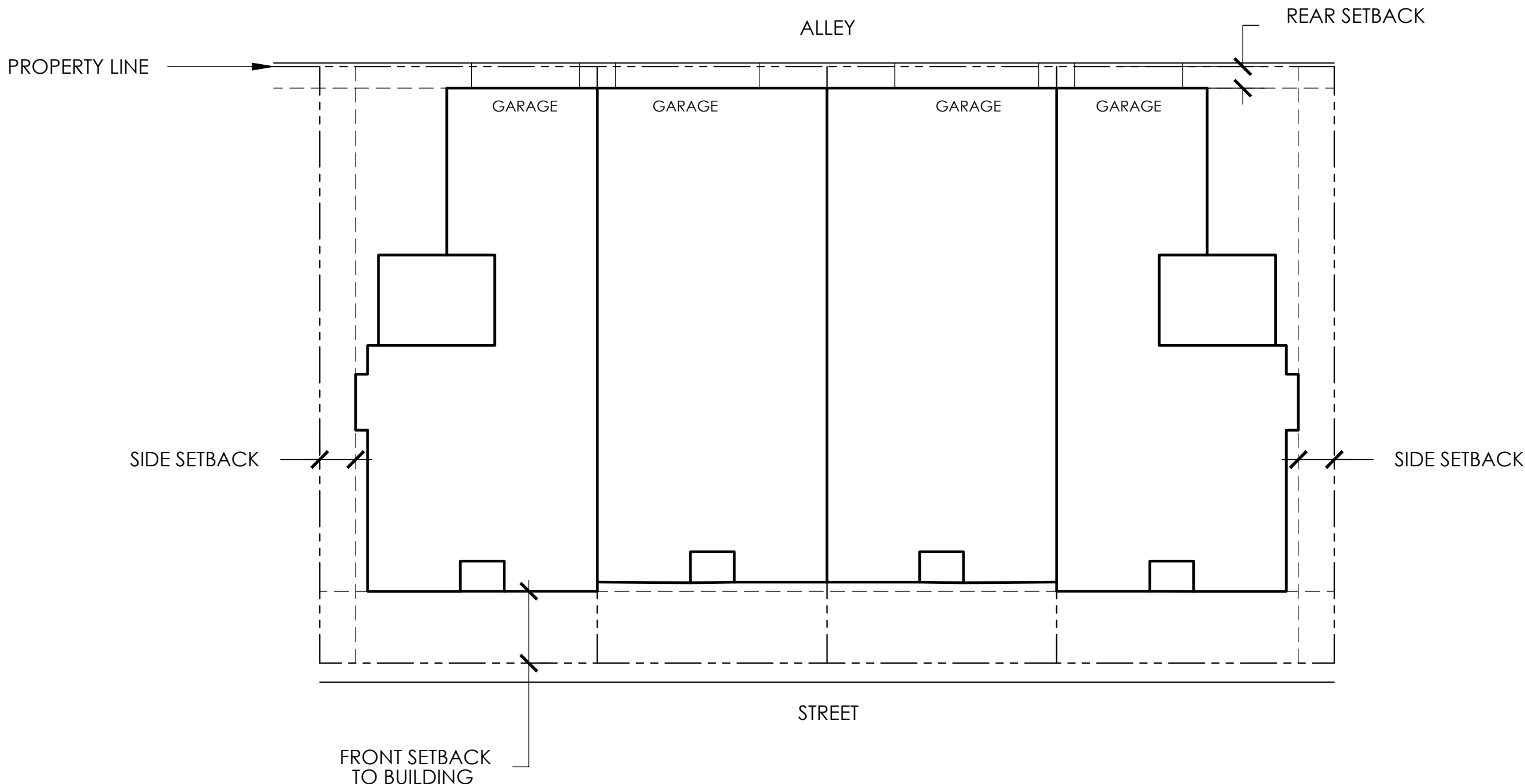


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DESERET
ZONING OVERLAY DISTRICT



A. SINGLE FAMILY ATTACHED DWELLING (FRONT-LOADED)



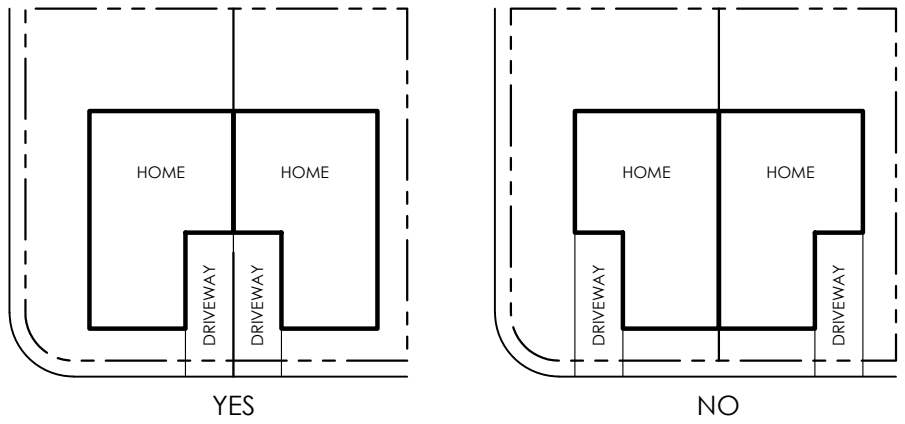
B. SINGLE FAMILY ATTACHED DWELLING (ALLEY-LOADED)

DEVELOPMENT STANDARDS TABLE A	
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.

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. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
B. HOMES LOCATED ON A CORNER SHALL BE HANDED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.



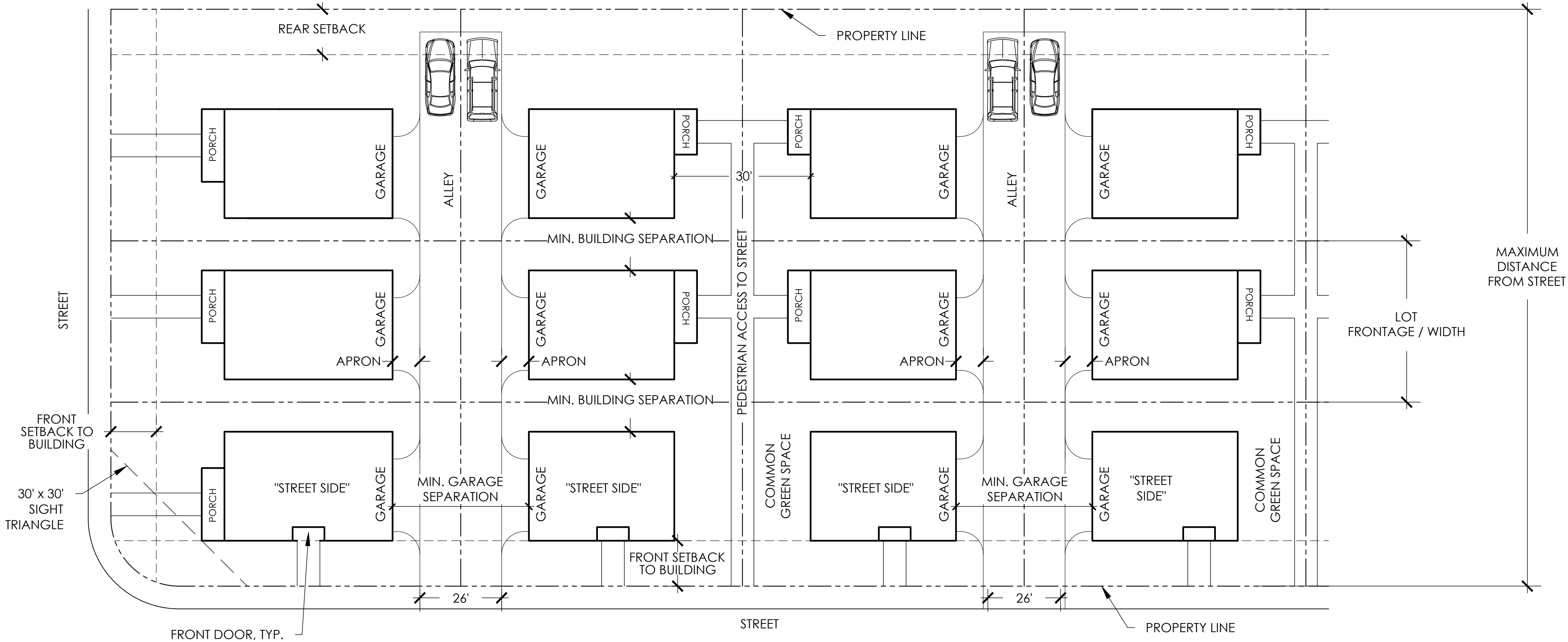
DEVELOPMENT STANDARDS TABLE B	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY ATTACHED DWELLING (ALLEY-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	2,400
MINIMUM LOT FRONTAGE / WIDTH	22'
MINIMUM BUILDING WIDTH PER UNIT	22'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
SIDE SETBACK	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:
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.

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DESERET
ZONING OVERLAY DISTRICT



DEVELOPMENT STANDARDS MATRIX	
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.

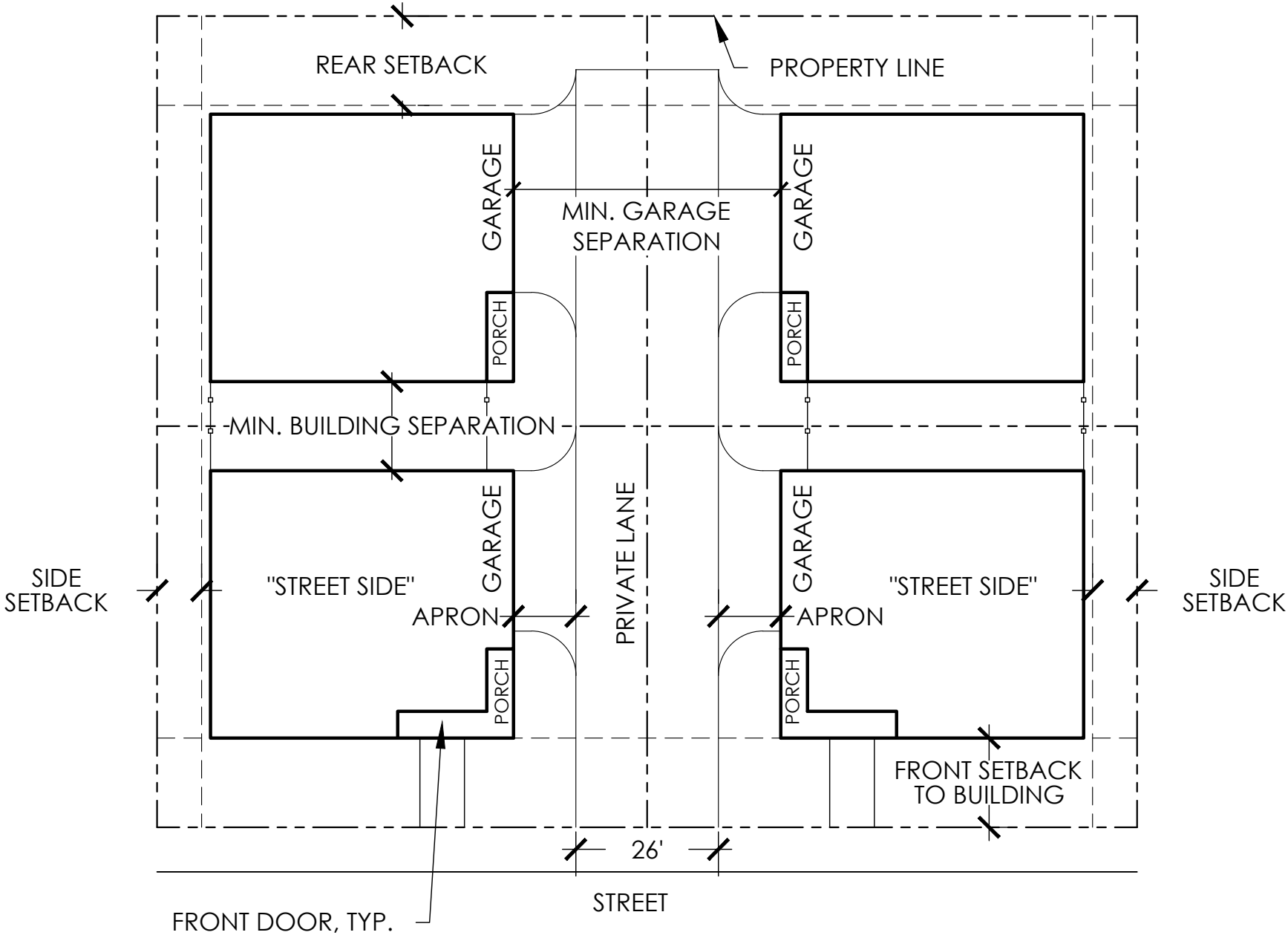
3. BUILDINGS MAY NOT ENCR OACH ON SIGHT TRIANGLE.

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

- 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 ENCR OACH 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 ENCR OACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCR OACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCR OACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCR OACH INTO SIDE SETBACK.
- B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.

GREEN COURT HOME



COTTAGE HOME

DEVELOPMENT STANDARDS MATRIX	
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:

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

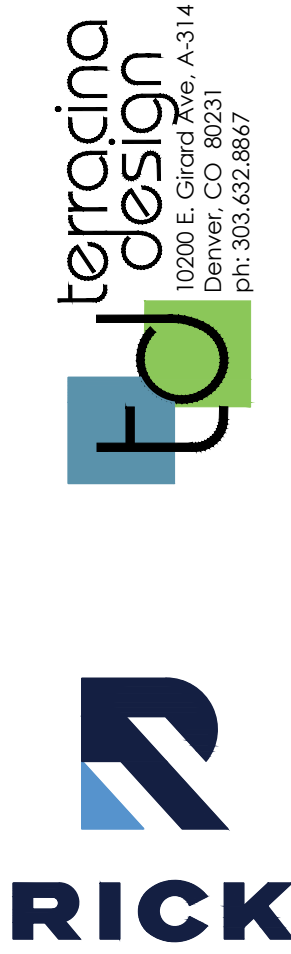
2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.

3. BUILDINGS MAY NOT ENCR OACH ON SIGHT TRIANGLE.

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

- COTTAGE HOME
- A CONFIGURATION OF SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS SHARING A COMMON PRIVATE LANE.
- STANDARDS:
- A. NO MORE THAN FOUR DWELLINGS MAY BE CLUSTERED ONTO A SINGLE PRIVATE LANE.
- B. THE PRIVATE LANE SHALL ACCOMMODATE A FIRE LANE WHEN THE REAR UNITS ARE FURTHER THAN 150 FEET FROM THE PUBLIC ROAD.
- C. ALL GARAGES SHALL RECEIVE ACCESS FROM THE PRIVATE LANE, NOT THE PUBLIC STREET.
- D. 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.
- E. THE PRIVATE LANE MAY BE LOCATED IN AN EASEMENT ON THE LOTS. A SEPARATE TRACT IS NOT REQUIRED.
- F. THE STREET-FACING FACADE OF "STREET SIDE" HOMES SHALL CONTAIN ARCHITECTURAL ENHANCEMENTS; THEREFORE, "STREET SIDE" HOMES SHALL UTILIZE THE "FRONT SETBACK TO BUILDING" CONDITION.
- G. "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 ENCR OACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCR OACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCR OACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCR OACH INTO SIDE SETBACK.
- B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.



PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

SUBMITTAL DATE:
7/18/2024
REVISION DATE:
8/23/2024
1/14/2025
2/26/2025

SHEET TITLE

DEVELOPMENT
STANDARDS
GREEN COURT /
COTTAGE HOMES

SHEET NUMBER

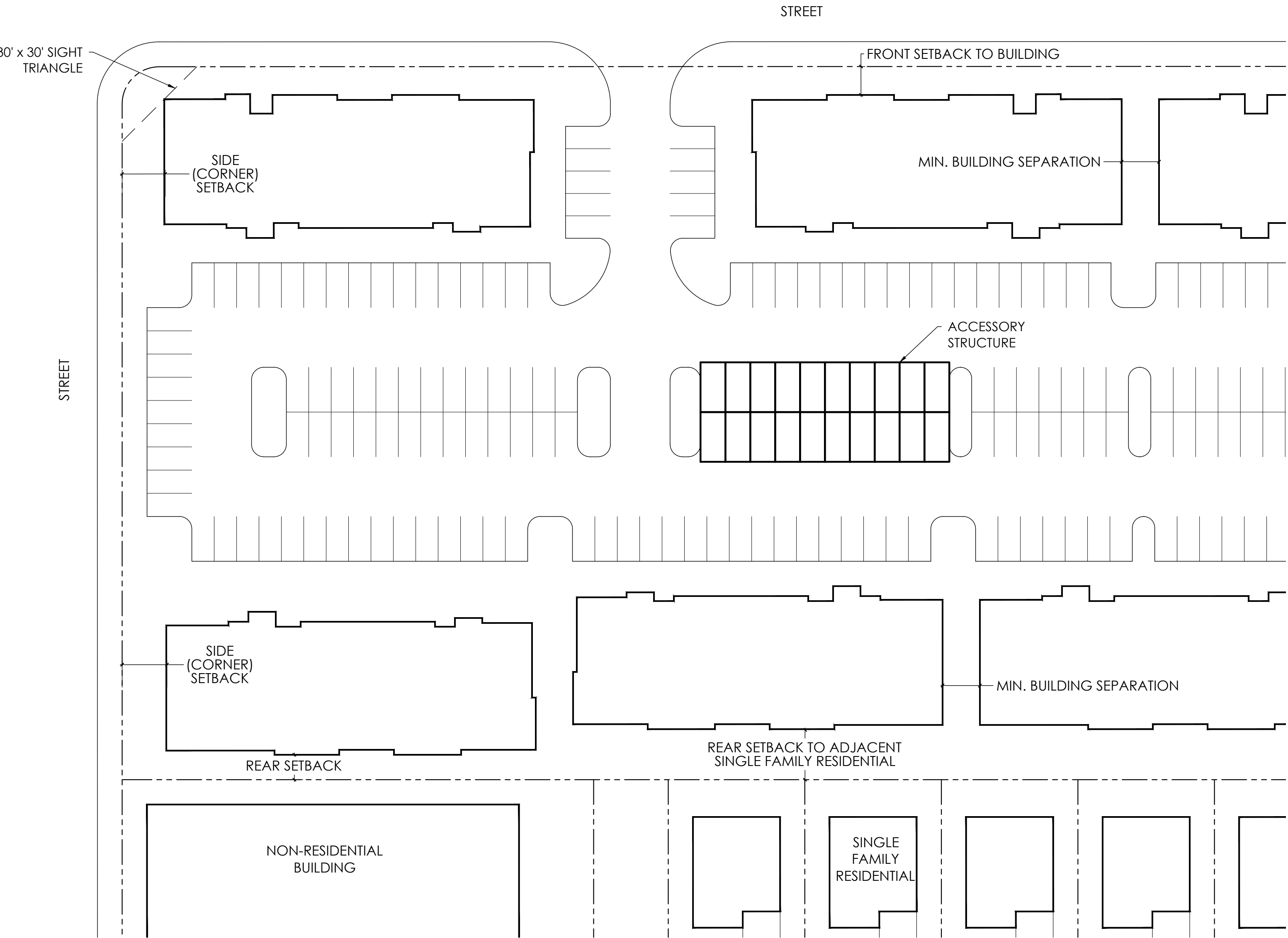
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SHEET 10 OF 17

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

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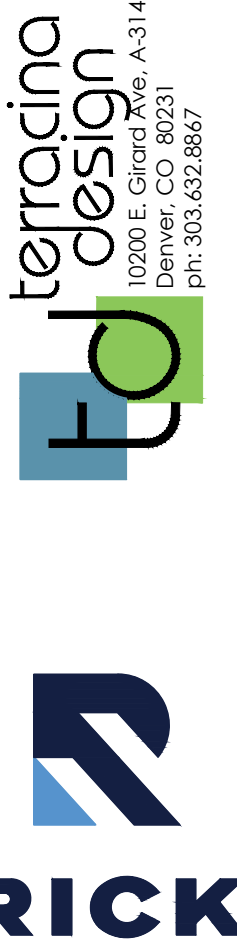
DESERET
ZONING OVERLAY DISTRICT



DEVELOPMENT STANDARDS MATRIX		
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX		
MULTI-FAMILY DWELLING		
STANDARDS		
MINIMUM LOT SIZE		2,400 SQ. FT. PER UNIT
PRINCIPAL USE		
MAXIMUM HEIGHT (5)		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 (7)		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. BUILDING HEIGHT IS SUBJECT TO APPROVAL BY THE FIRE DEPARTMENT.		
6. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.		
7. 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.

DISCLAIMER: TYPICAL IS INTENDED TO ILLUSTRATE DEVELOPMENT STANDARDS ONLY AND DOES NOT REPRESENT A SPECIFIC SITE PLAN.



PROJECT NAME

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ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

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SHEET TITLE

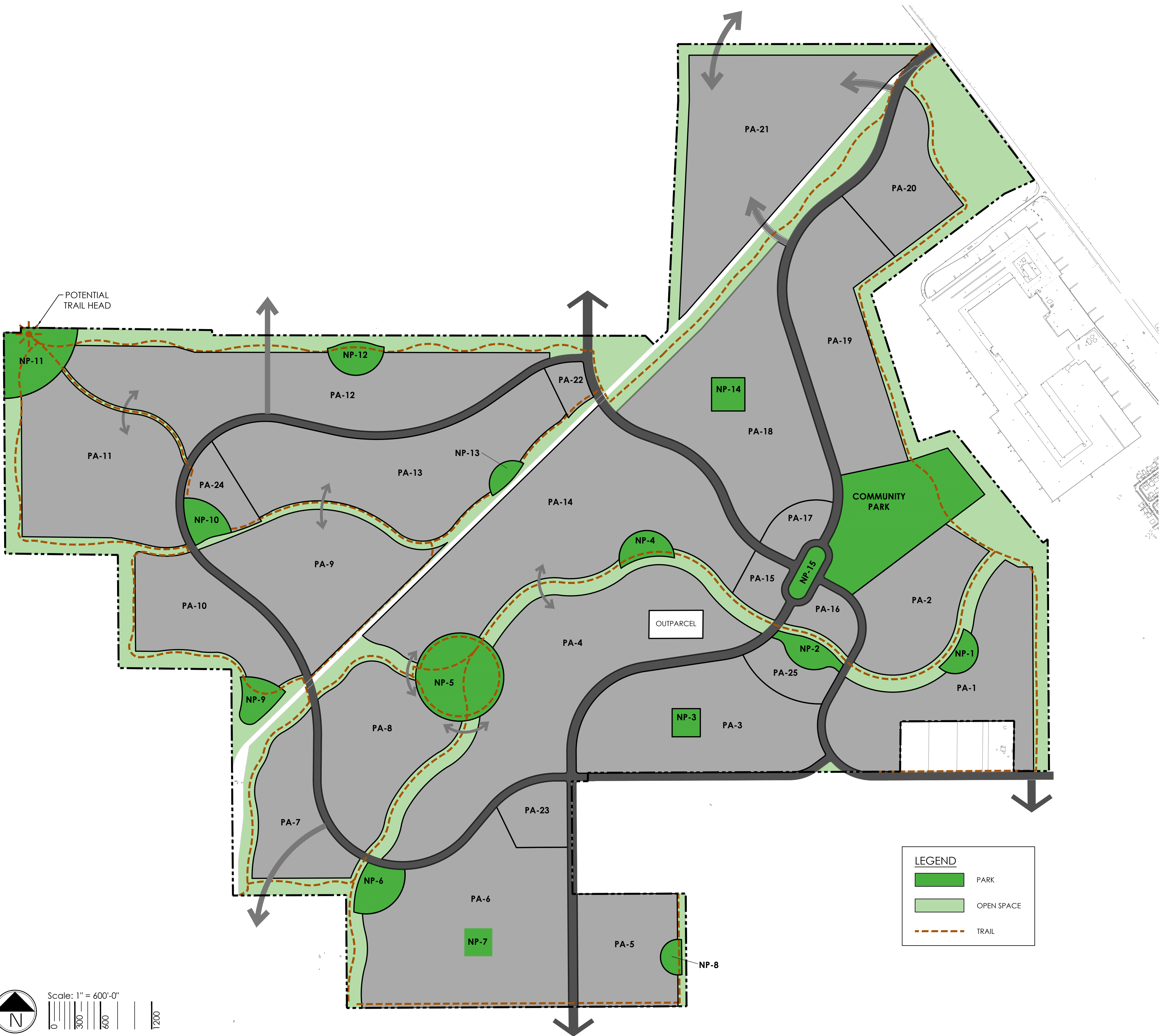
DEVELOPMENT
STANDARDS
MULTI-FAMILY

SHEET NUMBER

11

SHEET 11 OF 17

DESERET ZONING OVERLAY DISTRICT



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.

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).

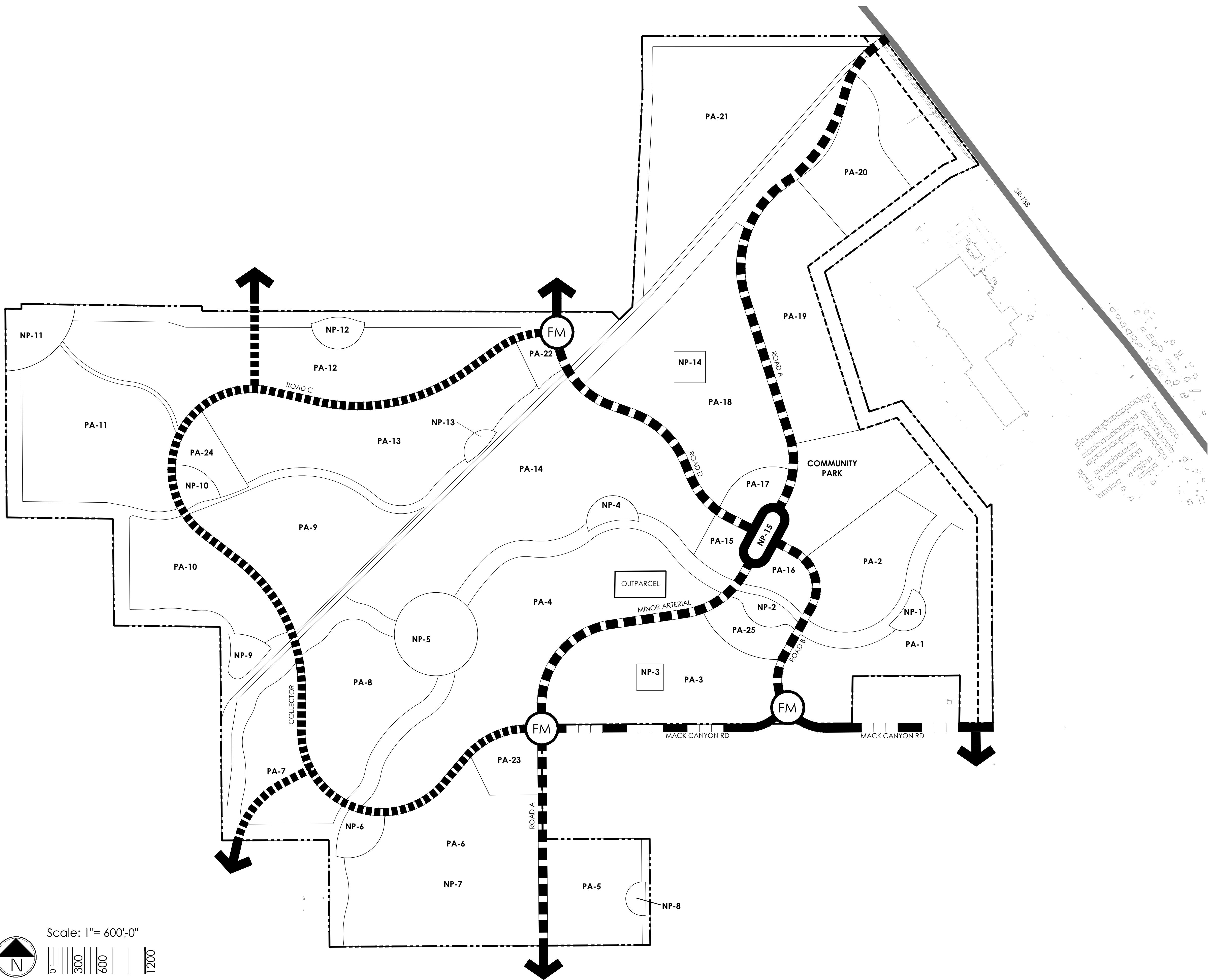
D. NEIGHBORHOOD PARKS

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
 - BOCCIE 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 1,500TH CERTIFICATE OF OCCUPANCY (CO) FOR THE COMMUNITY.
6. THE CONSTRUCTION OF SUBSEQUENT PHASES WILL OCCUR WITH EVERY 1,500 CO'S.

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)

NOTES:

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

PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

SUBMITTAL DATE:
7/18/2024
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SHEET TITLE

CIRCULATION PLAN

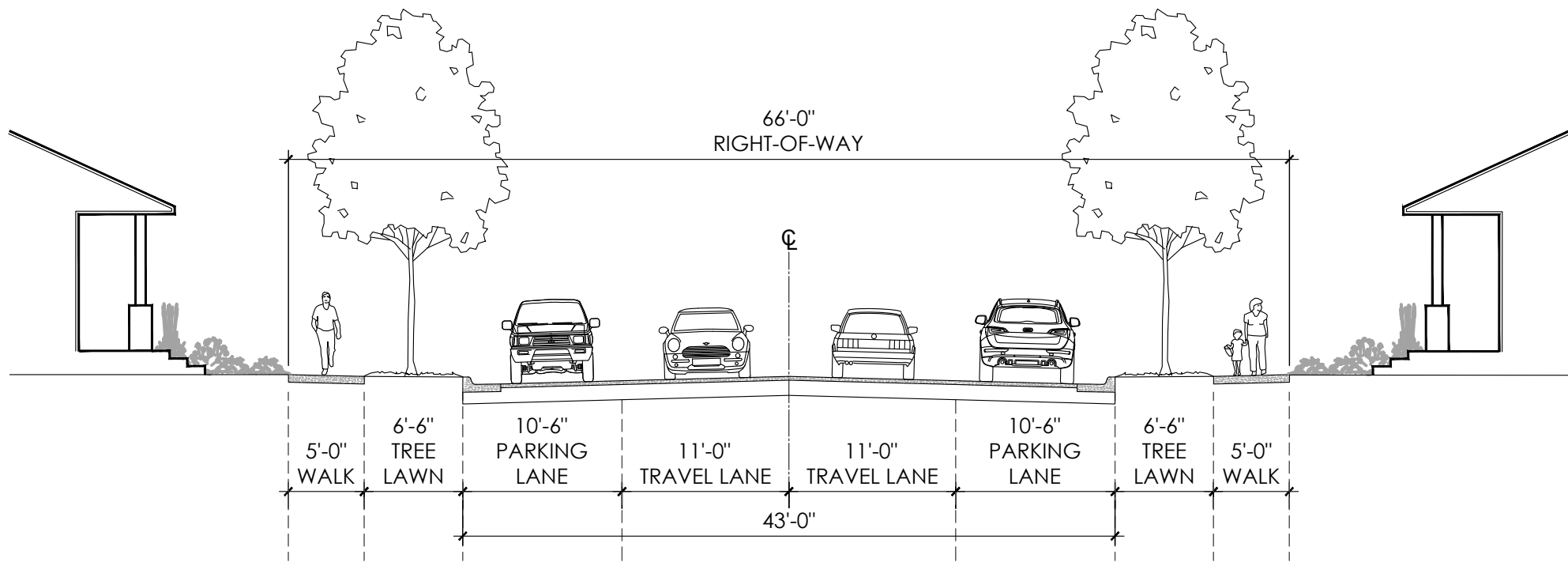
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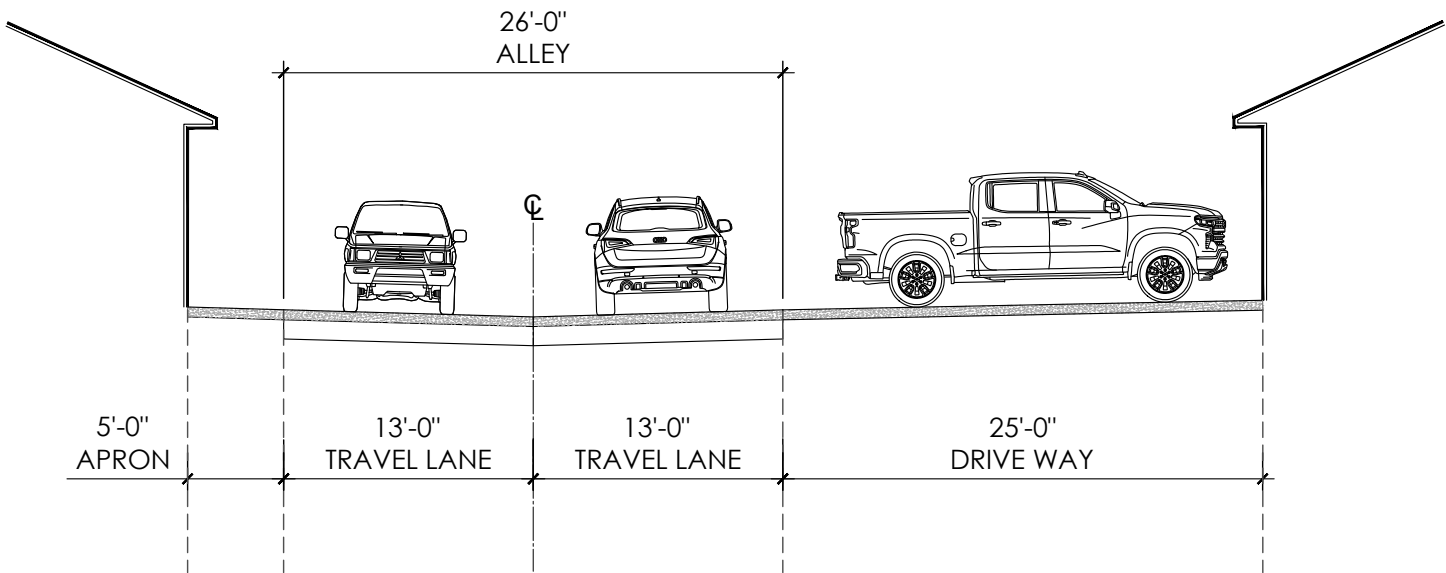
SHEET 13 OF 17

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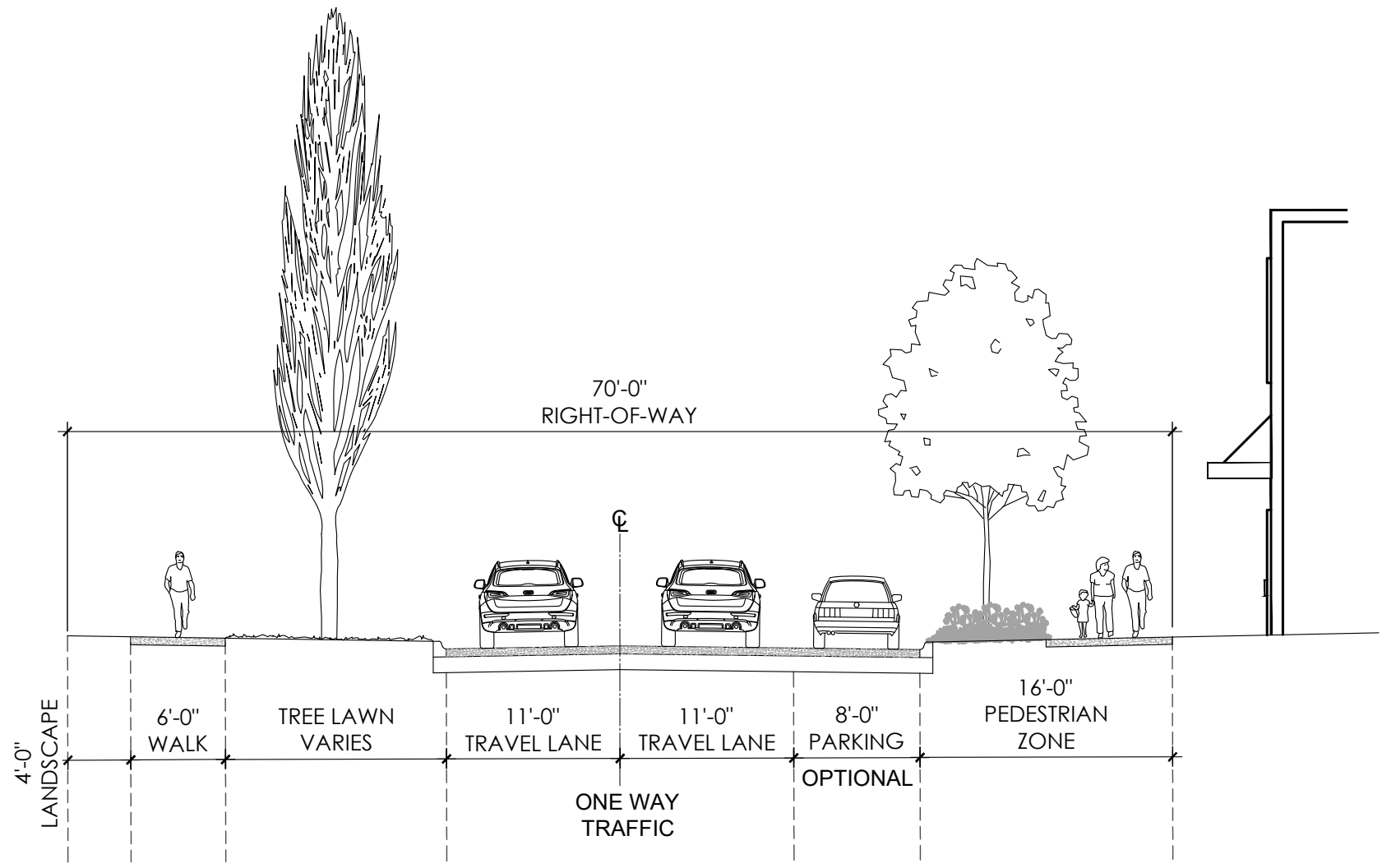
DESERET
ZONING OVERLAY DISTRICT



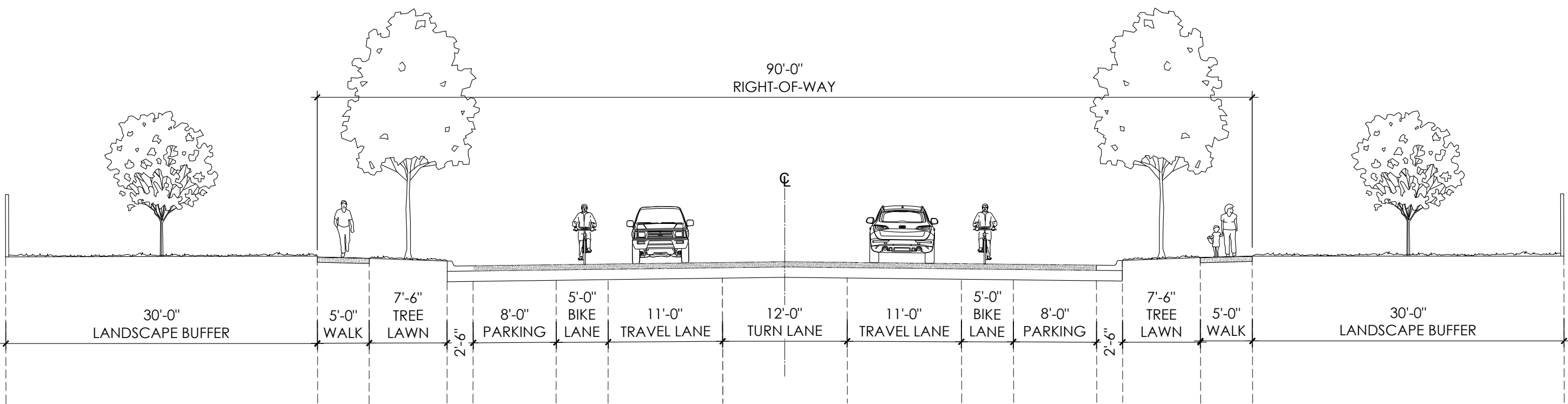
66' LOCAL RESIDENTIAL



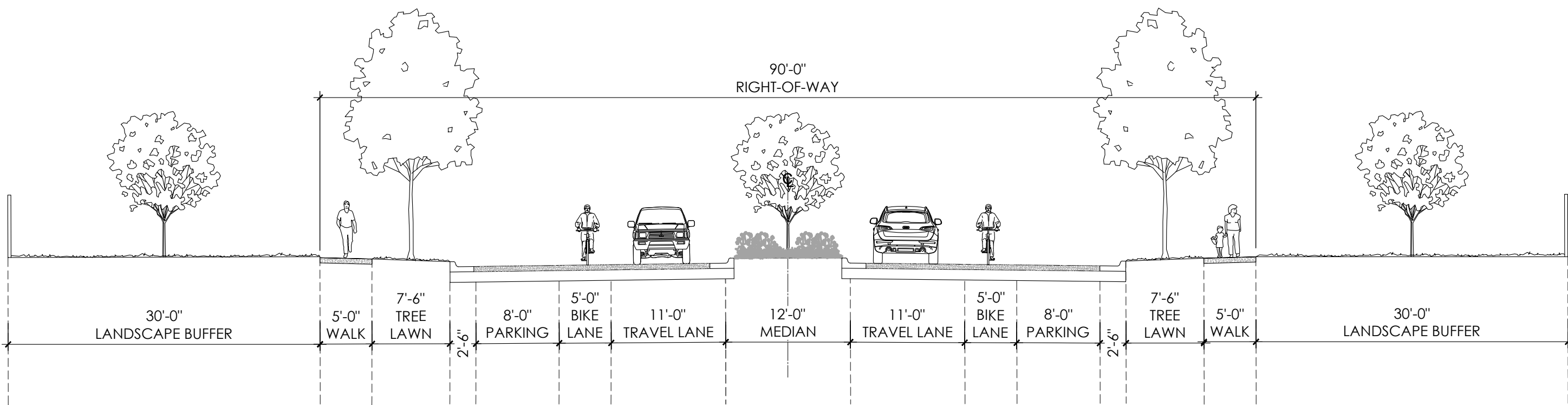
26' ALLEY



70' TOWN CENTER



90' COLLECTOR
(TURN LANE)



90' COLLECTOR
(MEDIAN)

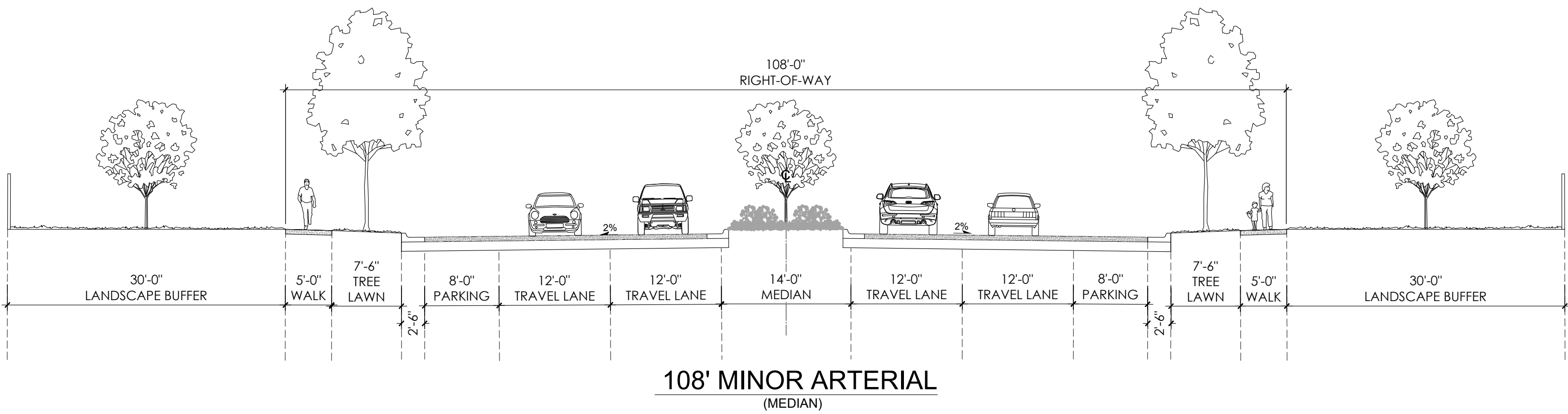
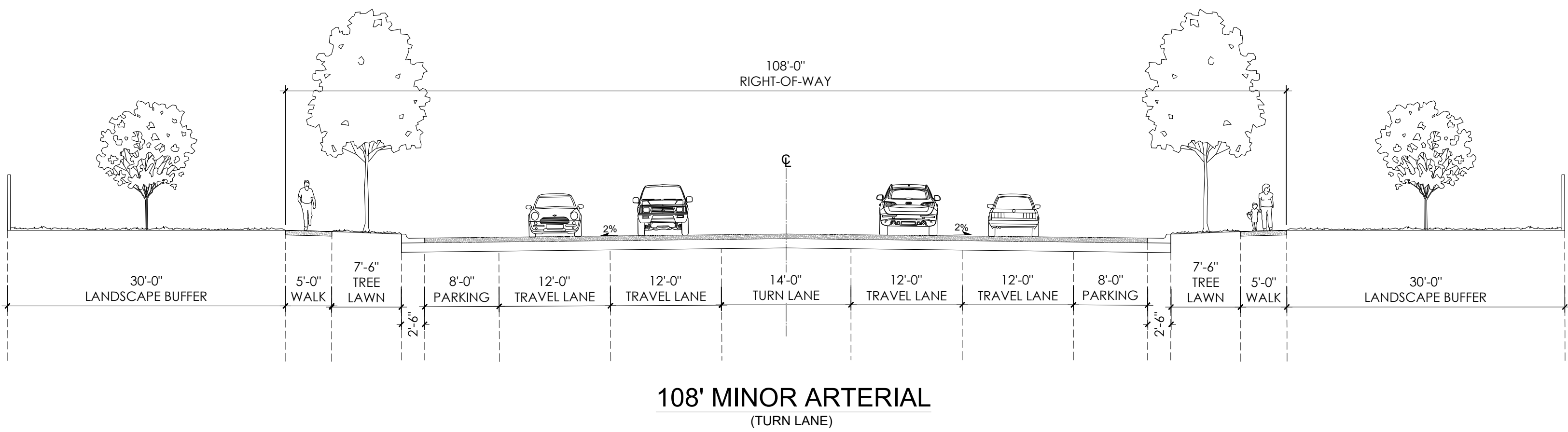
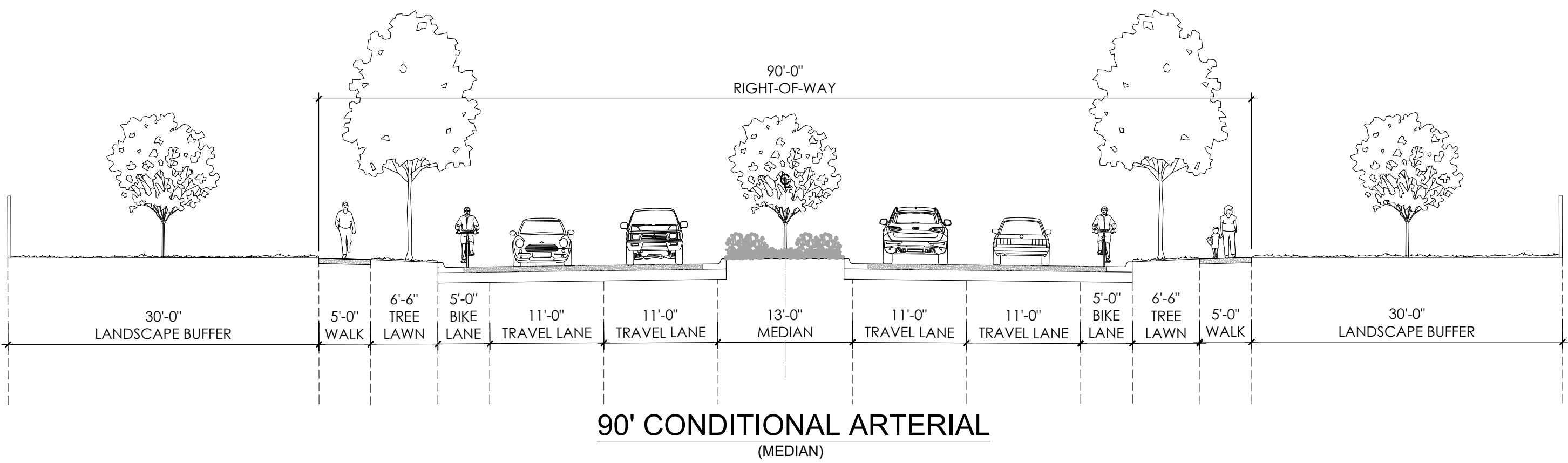
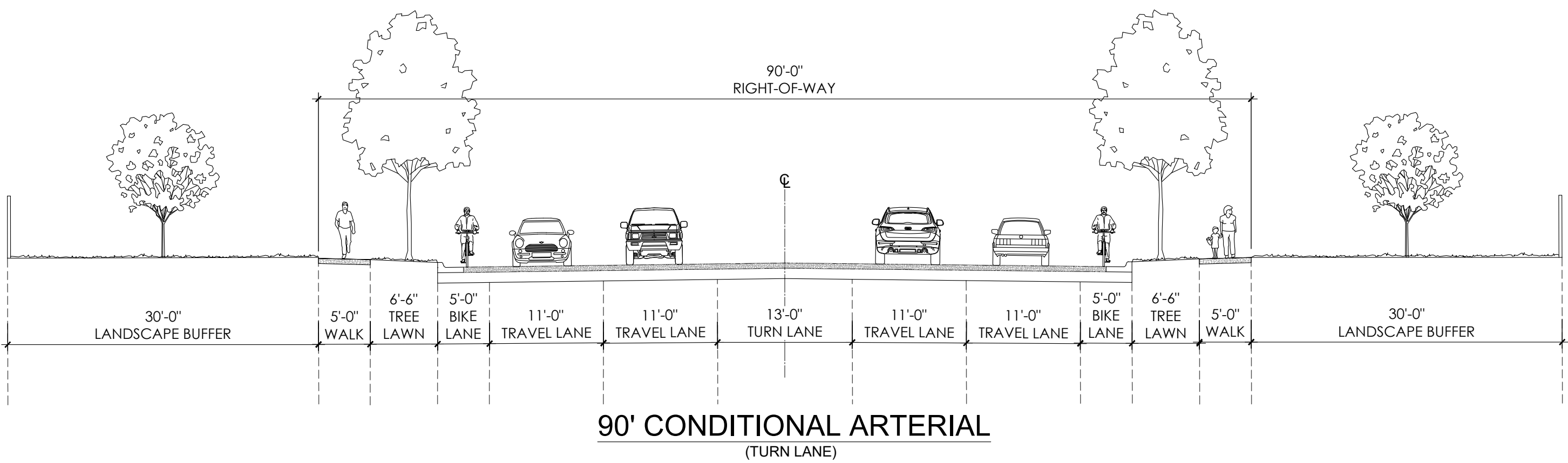


Scale: 1" = 10'-0"

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DESERET
ZONING OVERLAY DISTRICT



Scale: 1" = 10'-0"

20

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.

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

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

SUBMITTAL DATE:

7/18/2024

REVISION DATE:

8/23/2024

1/14/2025

2/26/2025

SHEET TITLE

ARCHITECTURE
DESIGN STANDARDS

SHEET NUMBER

16

SHEET 16 OF 17

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DESERET

ZONING OVERLAY DISTRICT

LANDSCAPE, FENCING, AND LIGHTING DESIGN STANDARDS

PART E - LANDSCAPE

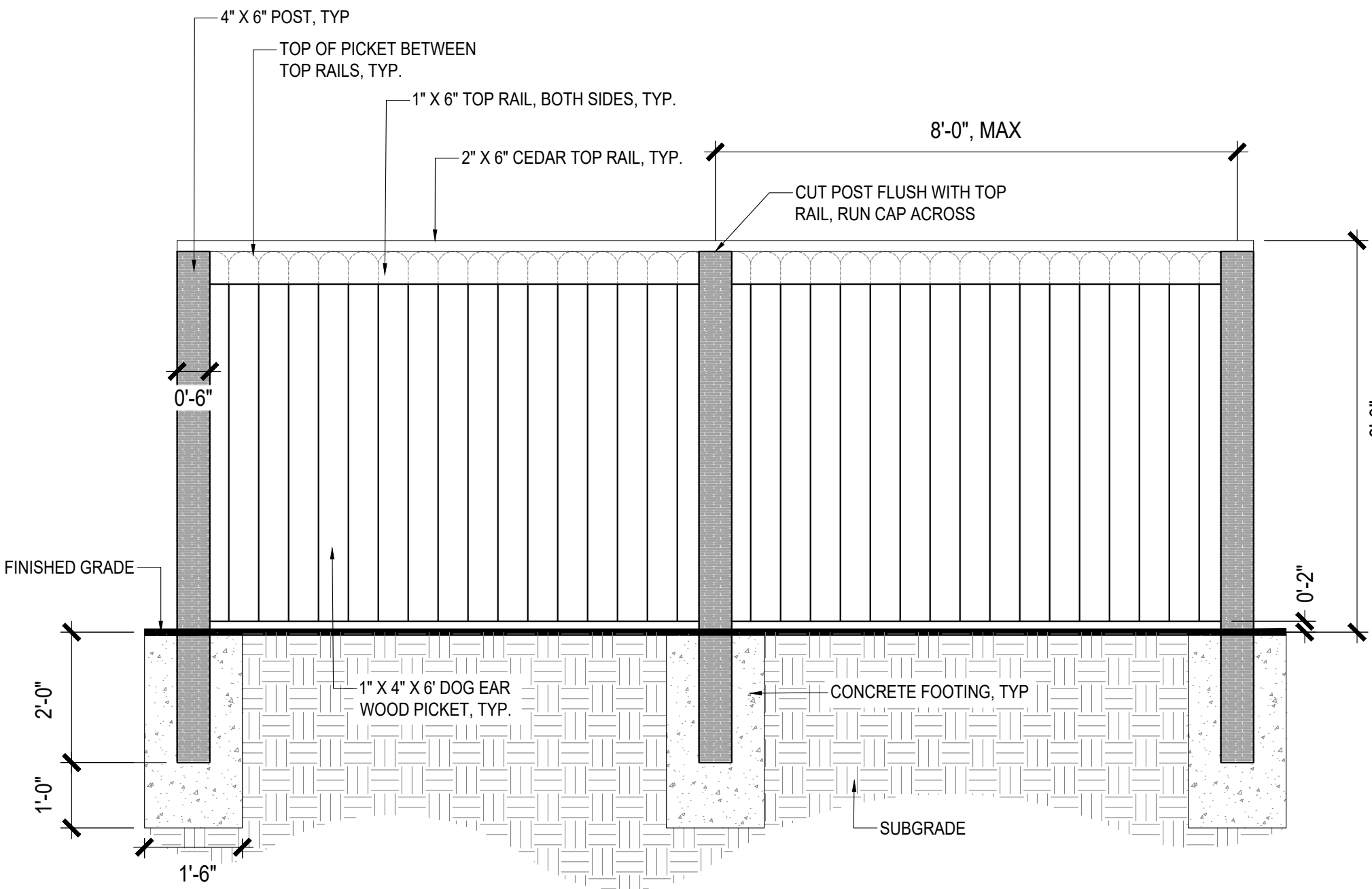
- LANDSCAPE DESIGN PRINCIPLES
 - ALL DEVELOPMENT SHALL DEMONSTRATE ADHERENCE TO THE FOLLOWING LANDSCAPE DESIGN PRINCIPLES:
 - DESIGN TO PROVIDE AN ATTRACTIVE, COMFORTABLE ENVIRONMENT FOR USERS WHILE MINIMIZING MAINTENANCE NEEDS, IRRIGATION WATER REQUIREMENTS, AND THE USE OF HERBICIDES AND PESTICIDES
 - 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.
 - COORDINATE THE DESIGN OF THE LANDSCAPE WITH SITE EROSION PROTECTION, STORM DRAINAGE, AND WATER QUALITY IMPROVEMENT SYSTEMS.
 - DESIGN AND MANAGE IRRIGATION SYSTEMS TO ACHIEVE PEAK EFFICIENCY.
- PARKWAY DESIGN OF ARTERIAL AND COLLECTOR STREETS
 - 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.
 - 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.
 - MEDIANS WILL BE PLANTED IN A SIMILAR FASHION TO THE PARKWAY OR WILL BE CONSTRUCTED OF COLORED AND STAMPED CONCRETE.
 - THE PARKWAY DESIGN SHALL EMPHASIZE XERISCAPE PRINCIPLES AND A UNIQUE LOOK THAT SETS THE COMMUNITY APART.
- ARTERIAL AND COLLECTOR STREET BUFFER
 - 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.
- 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.
- MINIMUM PLANT MATERIAL QUANTITIES
 - 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.
- BUFFER
 - LANDSCAPE BUFFERS SHALL CONTAIN A MINIMUM OF ONE TREE AND TEN SHRUBS PER 40 LINEAR FEET.
 - WHERE RESIDENTIAL USES BACK TO THE ROAD, 50% OF THE TREES PROVIDED SHALL BE EVERGREEN.
- DETENTION AND/OR DRAINAGE
 - 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.
 - DRAINAGE CORRIDORS SHALL REQUIRE ONE CANOPY SHADE TREE OR EVERGREEN TREE PER 200 LINEAR FEET.
- PARKWAY
 - 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.
 - PARKWAY TREES ALONG ARTERIAL AND COLLECTOR STREETS SHALL BE PLANTED AT A RATE OF ONE CANOPY SHADE TREE PER 30 LINEAR FEET.
 - 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.
 - LINEAR FEET SHALL BE MEASURED ALONG THE SOFT SURFACE OF THE PARKWAY ONLY.
 - PARKWAY PLANTING SHALL UTILIZE A VARIETY OF TREE SPECIES. NO MORE THAN 50% OF ANY ONE SPECIES MAY BE PLANTED IN A PARKWAY.
 - 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.
- MEDIAN
 - 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.
 - SHRUBS SHALL BE PROVIDED AT A RATIO OF SIX SHRUBS PER 50 LINEAR FEET OF MEDIAN.
- PARKING LOT
 - 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.
 - PARKING LOT PERIMETERS SHALL CONTAIN A MINIMUM OF ONE TREE AND FIVE SHRUBS PER 40 LINEAR FEET.
- PARKS
 - PARKS SHALL CONTAIN A MIX OF ONE CANOPY SHADE TREE AND/OR EVERGREEN TREE PER 1,500 SQUARE FEET.
 - SHRUBS SHALL BE PLANTED AT A RATE OF FIVE SHRUBS PER 1,500 SQUARE FEET OF PARK SPACE.
 - SPORTS FIELDS OR COURTS (I.E. BASEBALL, VOLLEYBALL, TENNIS, ETC.) IN PARKS SHALL NOT HAVE A PLANTING REQUIREMENT.
- ALL OTHER LANDSCAPE AREAS
 - ALL OTHER LANDSCAPE AREAS REQUIRE ONE TREE AND 5 SHRUBS PER 3,000 SQUARE FEET.
- RESIDENTIAL LANDSCAPE
 - 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.
- WATERWISE LANDSCAPES
 - NO MORE THAN 30% TURF IS PERMITTED IN TREE LAWNS, LANDSCAPE BUFFERS AND OTHER PASSIVE LANDSCAPED AREAS.
 - TURF WITHIN PARKS SHALL BE LIMITED TO ACTIVE AREAS SUCH AS FIELDS.
 - 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.
 - LANDSCAPE BEDS SHALL BE WATERED WITH A DRIP IRRIGATION SYSTEM.
 - SEPARATE WATER ZONES ARE REQUIRED FOR TURF AND LANDSCAPE BEDS.
 - PLANTS SHALL BE WATERWISE AND ADAPTED TO GRANTSVILLE'S LOCAL CLIMATE.

PART F - FENCING

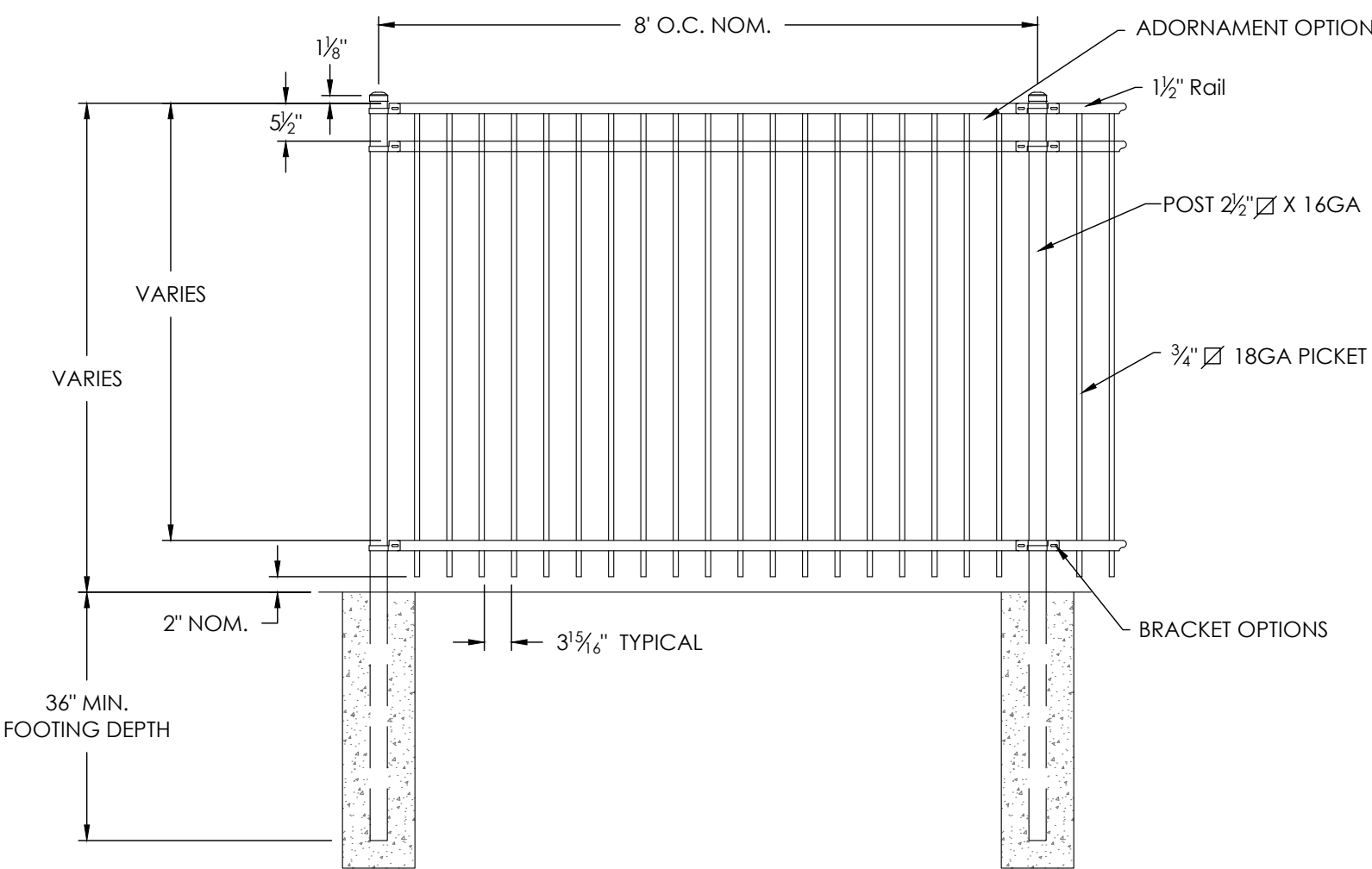
- SINGLE FAMILY DETACHED, TWIN HOME, TWO FAMILY, AND SINGLE FAMILY ATTACHED RESIDENTIAL FENCING
 - ALL FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
 - CHAIN LINK AND VINYL FENCING ARE NOT PERMITTED IN RESIDENTIAL APPLICATIONS.
- MULTI-FAMILY RESIDENTIAL FENCING
 - ALL MULTI-FAMILY RESIDENTIAL FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
 - CHAIN LINK AND VINYL FENCING ARE NOT PERMITTED IN MULTI-FAMILY RESIDENTIAL APPLICATIONS.
 - ORNAMENTAL METAL FENCING IS PERMITTED IN CLUBHOUSE APPLICATIONS, SUCH AS AROUND POOLS.
- NON-RESIDENTIAL FENCING
 - CHAIN LINK FENCE IS PERMITTED IN INDUSTRIAL APPLICATIONS AND SPORTS FIELDS/COURTS BUT SHALL BE VINYL-COATED.
 - CHAIN LINK SHALL BE RESTRICTED WHEN POSSIBLE.
 - ELECTRIC FENCING AND BARBED WIRE, OR SIMILAR, ARE NOT PERMITTED.
 - ALL OTHER FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS. VINYL IS NOT PERMITTED.
 - EXCESSIVE FENCING SHALL BE AVOIDED THROUGH THE USE OF STAGGERING, LANDSCAPE, AND BUFFERING.
 - THE MAXIMUM HEIGHT FOR INDUSTRIAL FENCING IS 8 FEET.
- ARTERIAL STREET FENCING
 - A SIX FOOT SOLID PRIVACY FENCE IS REQUIRED ALONG ALL ARTERIAL STREETS.
 - ARTERIAL FENCES SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
- OPEN RAIL FENCING
 - OPEN RAIL FENCING IS PERMITTED ADJACENT TO PARKS, OPEN SPACES, AND DRAINAGE CORRIDORS.
 - OPEN RAIL FENCES SHALL CONSIST OF NATURAL (I.E. WOOD) OR COMPOSITE MATERIALS.
- ADJOINING PROPERTY FENCING
 - 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

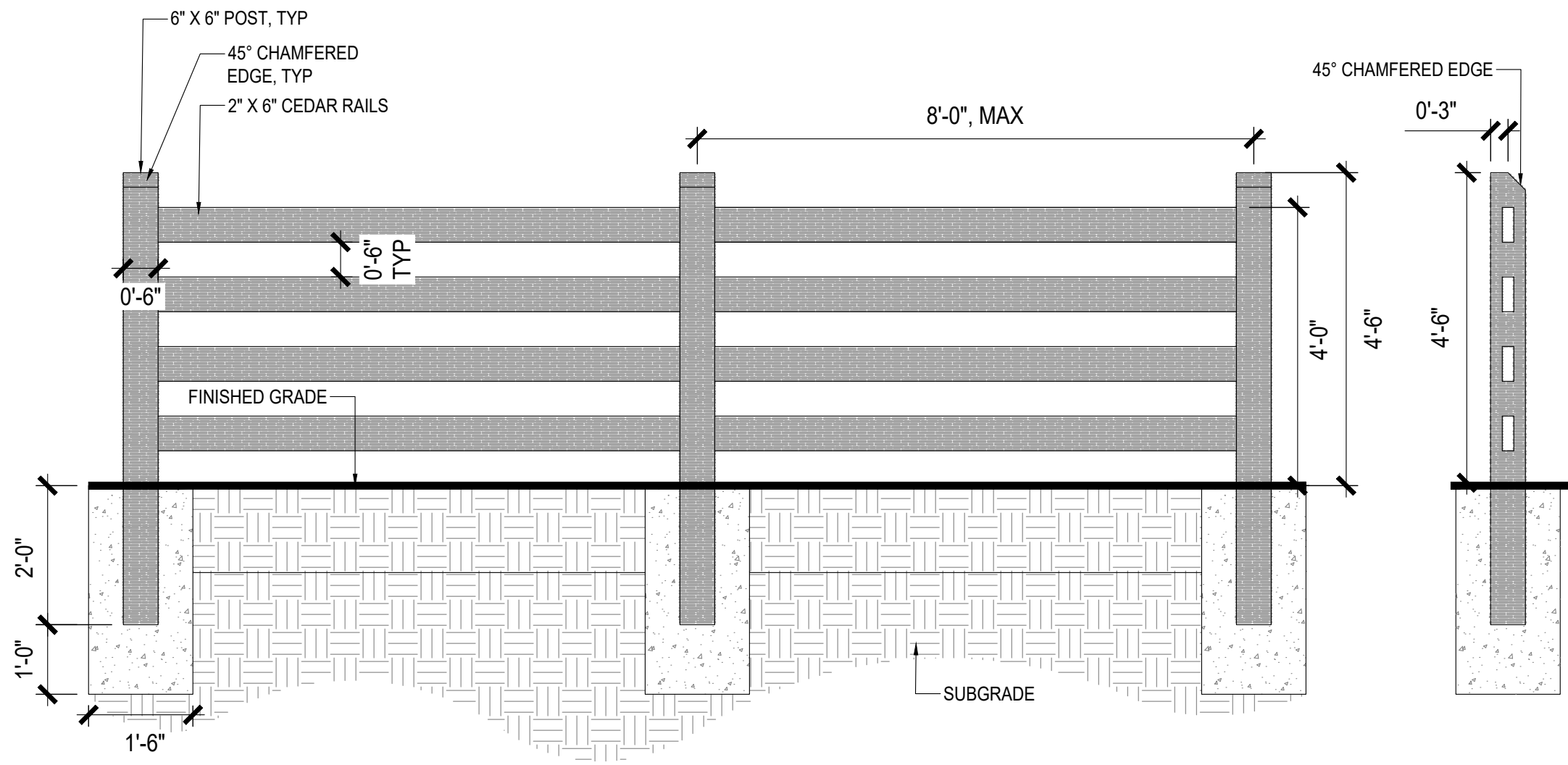
- ALL DEVELOPMENT SHALL PROVIDE ADEQUATE LIGHTING SO AS TO ASSURE SAFETY AND SECURITY. LIGHTING INSTALLATIONS SHALL NOT HAVE AN ADVERSE IMPACT ON TRAFFIC SAFETY OR THE SURROUNDING AREA. LIGHT SOURCES SHALL BE SHIELDED AND SHALL NOT SHINE ONTO ADJACENT PROPERTIES.
- LIGHTING FIXTURES SHALL BE "DARK SKY" COMPLIANT.
- THE MAXIMUM POLE HEIGHT FOR COMMERCIAL AND INDUSTRIAL APPLICATIONS IS 40 FEET.
- THE MAXIMUM POLE HEIGHT FOR RESIDENTIAL APPLICATIONS IS 25 FEET.
- 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.



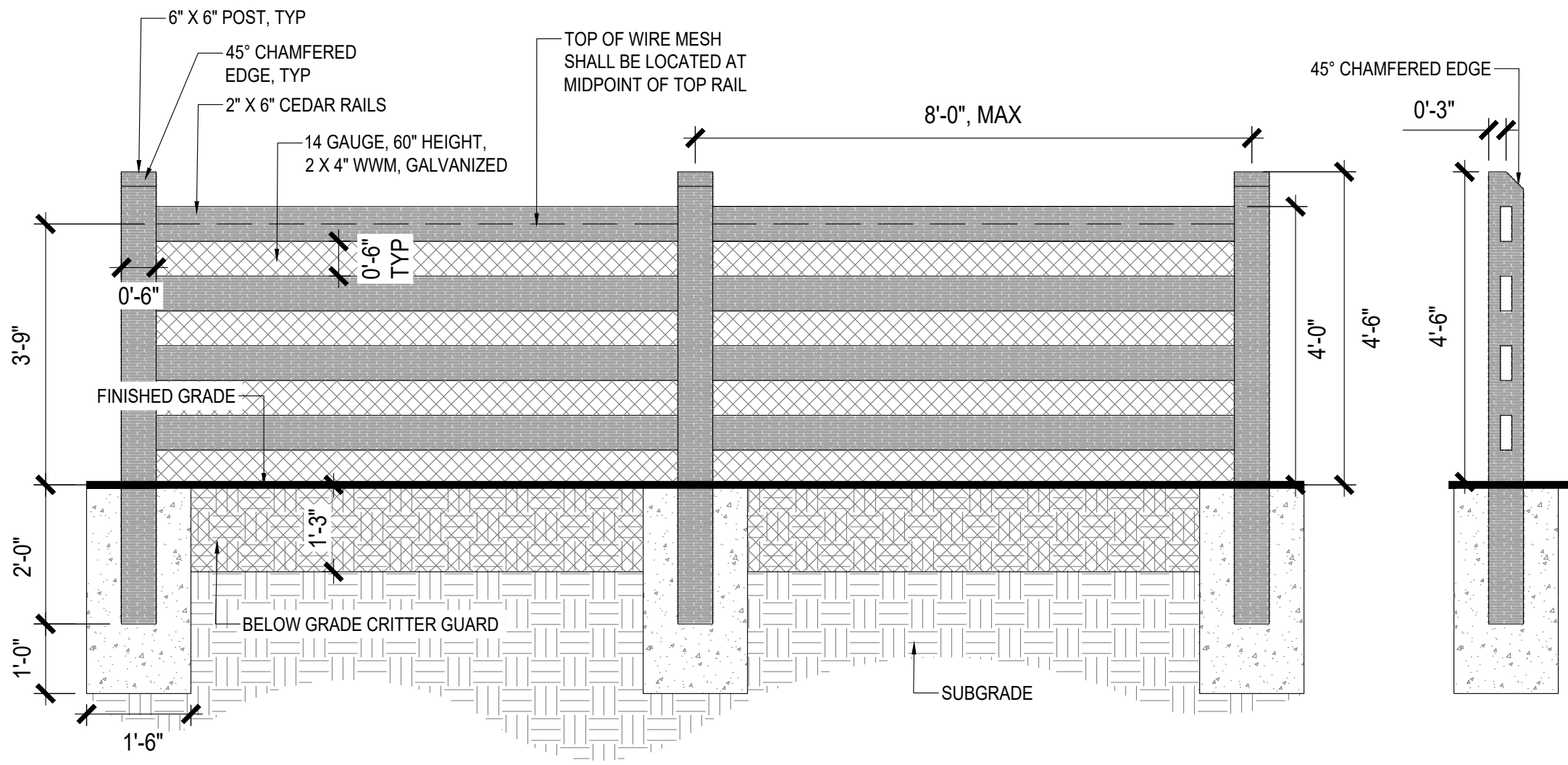
6' SOLID WOOD PRIVACY FENCE



ORNAMENTAL METAL FENCE



4' OPEN RAIL FENCE



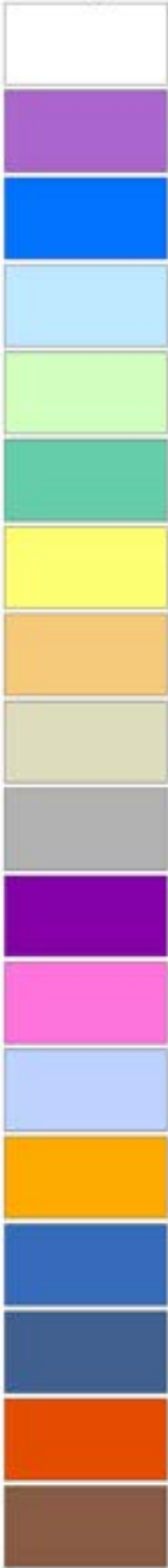
4' OPEN RAIL FENCE WITH WIRE MESH

LEGEND

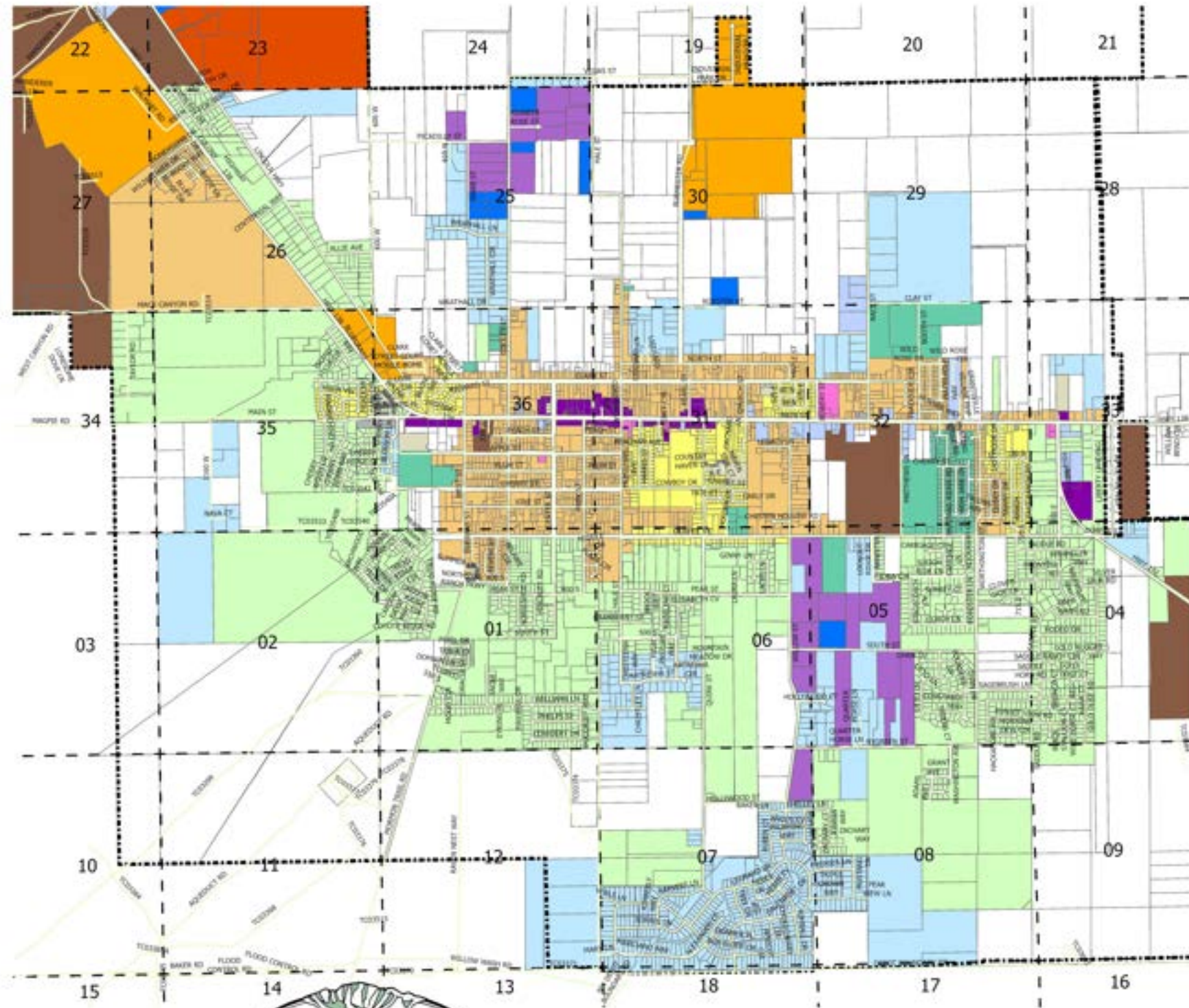


Grantsville City Boundary

Zoning



- A-10** 10 Acre minimum. The purpose is to promote and preserve conditions favorable to agriculture and to maintain green belt spaces.
- RR-5** 5 Acre lot minimum. The purpose is to provide a rural residential district.
- RR-2.5** 2.5 Acre lot minimum.
- RR-1** 1 Acre lot minimum.
- R-1-21** 21,780 square feet in size. The purpose is to promote environmentally sensitive and visually compatible development suitable for rural locations.
- R-1-12** 12,000 square feet in size.
- R-1-8** 8,000 square feet in size.
- RM-7** 7,000 square feet in size. The provide areas for medium density single family and multi-family residential.
- RM-15** 8,000 square feet in size. The purpose is to provide areas for medium high density residential.
- CN** Neighborhood Commercial District is intended to provide for small scale commercial uses that can be located within residential neighborhoods without having significant impacts upon residential uses.
- CS** 60,000 square feet in size. Commercial Shopping District is to provide an environment for efficient and attractive shopping center development.
- CG** 10,000 square feet in size. General District is to provide an environment for a variety of commercial uses.
- CD** The purpose is to provide areas for high intensity public, quasi-public, commercial, office and residential uses by conditional use only.
- MD** 20,000 square feet in size. Light Manufacturing and Distribution District is to provide an environment for light industrial uses.
- MG** 20,000 square feet in size. General Manufacturing District is to provide an environment for larger and more intensive industrial uses.
- MG-EX** Mining, quarry sand and gravel extraction industrial uses.
- PUD** An integrated design for development of residential, commercial or industrial uses, or limited combinations of such uses, in which the density and location regulations of the district in which the district is situated may be varied or waived to allow flexibility and initiative in site and building design and location, in accordance with an approved plan and imposed requirements.
- MU** A mixture of commercial/retail and residential uses, allowing up to 10 units per acre where surrounding uses are compatible. Heights are limited to two stories or a maximum of 35' above grade at street. Three stories above grade at street and for 15 units per acre may be approved with special considerations of landscaping, buffering, and architectural design that fits the scale of the surrounding properties in the zone.



ZONING MAP
CENTRAL AREA

Draft October 19, 2022



Agenda Item # 9

Consideration of Resolution 2025-81
Approving the Master Water Service
Agreement for the Deseret Development

GRANTSVILLE CITY
RESOLUTION NO. 2025-81
A RESOLUTION APPROVING THE MASTER WATER SERVICE AGREEMENT FOR
THE DESERET DEVELOPMENT

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

WHEREAS, the City recognizes the importance of providing adequate and reliable water service to support the Deseret Development project; and

WHEREAS, the proposed **Master Water Service Agreement** outlines the terms and conditions governing the payment of water fees by the developer of the Deseret Development and the issuance of water credits by the City to the developer, which can be used to meet the Water Supply Requirements for the Development; and

WHEREAS, the City Council has reviewed the terms of the Master Water Service Agreement and finds that approval of the Agreement is in the best interest of the City and consistent with its long-term water planning objectives.

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

Section 1. Approval of Master Water Service Agreement: The City Council hereby approves the Master Water Service Agreement for the Deseret Development.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 5TH DAY OF NOVEMBER, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Gina Roberts, Deputy City Recorder

Exhibit “A”

MASTER WATER SERVICES AGREEMENT

[Deseret Development]

This Master Water Services Agreement (this “Agreement”) is entered into as of _____, 2025, by and between GRANTSVILLE CITY, a political subdivision of the State of Utah (the “City”), and VT GRANTSVILLE LAND CO, LLC, a Colorado limited liability company (“Developer”).

RECITALS

A. In accordance with that certain Master Development Agreement for Deseret Development dated _____, 2025 (“MDA”) between the City and Developer, Developer is undertaking the development of approximately 1,724 acres of real property located within the City of Grantsville, as more particularly described in the MDA (the “Development”).

B. The real property on which the Development is intended to occur is more particularly described on the attached Exhibit A.

C. Pursuant to City ordinances, including Sections 7-1-22 and 13-1-8 of the Grantsville City Code and Section 21.6.12 of the Land Use Development and Management Code of Grantsville City, developers are required to satisfy indoor and outdoor water supply requirements for new developments by (i) dedicating, transferring, or otherwise providing sufficient water rights and/or water shares to the City; (ii) committing private water rights, water shares, and water facilities to serve the development; and/or (iii) paying water rights acquisition impact fees (“Water Supply Requirements”).

D. As explained in more detail in the City’s 40-Year Water Plan, the City owns sufficient water rights to satisfy its obligations under this Agreement.

E. The parties by this Agreement confirm that the Water Credits (defined later) provided and dedicated to the Development hereunder can be used to satisfy Water Supply Requirements within the Development as provided by this Agreement.

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:

1. Water Credits. Subject to Developer’s payment of the Water Fees set forth in Subsection 1(d), on the schedule set forth in Subsections 1(a) and 1(b), City will issue to Developer Water Credits for the benefit of and use within the Development. Upon the issuance of the Water Credits, Developer may utilize Water Credits to satisfy the Water Supply Requirements within the Development in connection with the development of residential and non-residential uses as provided by and set forth in this Agreement.

The term “Water Credit” as used in this Agreement represents the right to one acre-foot of water that may be used under this Agreement within the Development.

a. Schedule. Developer shall pay Water Fees to acquire Water Credits, in

accordance with the following schedule, unless otherwise agreed to by the parties in writing:

- i. No fewer than 733.33 acre-feet of Water Credits by December 31, 2025; and
- ii. No fewer than an additional 733.33 acre-feet (total of 1,466.66 acre-feet) of Water Credits by December 31, 2032.

Nothing herein shall limit Developer's right to pay the applicable Water Fees to acquire Water Credits greater than the minimum amount listed above prior to the deadlines set forth in the foregoing schedule; provided, however, that in no event shall Developer be allowed to acquire more than 1466.66 acre-feet of Water Credits in total.

b. Option. Between January 1, 2033 and December 31, 2038, the City may, in its sole discretion, offer an option to Developer to acquire up to 733.33 acre-feet of additional Water Credits. The option shall be extended only if the City determines that it holds sufficient water rights to satisfy the additional Water Credits, after accounting for commitments to provide water service to other parties. If the City offers an option to Developer to acquire additional Water Credits, Developer must exercise the option and pay the Water Fees within one year of the City's offer, at which point the option will expire in its entirety. The acquisition of the additional Water Credits shall be subject to the terms and conditions of this Agreement.

c. Payments. Developer shall provide the City with at least forty-five (45) days' prior written notice in advance of each payment of the Water Fees by the Developer and corresponding issuance of Water Credits by the City (each a "Payment Date"). Each notice of Payment Date shall identify the date of the Payment Date, the calculated value of the Water Fees (defined below), and the number of acre-feet of Water Credits to be issued. Each party covenants to cooperate in good faith with each Payment Date by executing needed documents, including written confirmations needed to satisfy any financing Developer may elect to utilize and to otherwise effect the issuance of Water Credits.

d. Water Fees. At each Payment Date, Developer shall pay to City a per-acre-foot water fee (each a "Water Fee"). The initial Water Fee shall be \$25,000 per acre-foot for the first Payment Date occurring on or before December 31, 2025. On each anniversary of the first Payment Date, the Water Fee shall increase by two and one-half percent (2.5%) per year so that the applicable Water Fee at any subsequent Payment Date shall be the then-current Water Fee in effect on the date of such Payment. By way of example only, if the first Payment Date occurs in 2025, the Water Fee will be \$29,767.50 per acre-foot in 2032 and \$35,440.00 per acre-foot in 2039. Developer and the City acknowledge and agree that the Water Fees are not impact fees governed by Title 11, Chapter 36a of the Utah Code.

e. Assignment of Water Credits. The City Recorder shall maintain a credit log to keep track of any Water Credits that have been issued by the City. Developer may assign Water Credits, in whole or in part, to subsequent owners, homebuilders, or sub-developers of phases of the Development by using the Water Credit Assignment Form ("**Assignment**")

attached hereto as Exhibit B. An assignment of Water Credits shall be effective upon the filing of a completed Assignment with the City Recorder. An assignee shall present the Assignment, with original signatures, to the City Recorder, at which time the City Recorder shall update the credit log to account for the Assignment. The City Recorder shall also keep a copy of each Assignment in his/her records. Any assignment of Water Credits that is not presented to the City Recorder as provided in this paragraph shall be void as against any subsequent purchaser, in good faith and for valuable consideration, of the same Water Credits, or any portion thereof, where the subsequent purchaser's assignment is first presented to the City Recorder. Water Credits cannot be assigned for use outside of the Development. All assignees will be subject to the terms and conditions of this Agreement with respect to the use of the Water Credits, but shall not succeed to the right to purchase the Water Credits held by the Developer hereunder.

f. Use of Water Credits. Developer or Developer's assignee(s) may use the Water Credits in order to meet the Water Supply Requirements as part of the development approval process by using the Dedication of Water Credits Form ("**Dedication**") attached hereto as Exhibit C. Prior to final plat approval of any phase of the Development, Developer or Developer's assignee(s) shall send the City Recorder a completed Dedication to apply a portion of the Water Credits to that specific phase of the Development. The number of acre-feet required for dedication to a particular phase shall be at the rates set forth in the attached Exhibit D. A decision to dedicate the Water Credits to a specific phase or area within a Development is final, and any Water Credits so dedicated are deemed attached to that phase of the Development and are no longer available for dedication to another phase of the Development or assignment to another party.

g. No Forfeiture or Non-Use. Developer's rights under this Agreement are contractual in nature and shall not be subject to forfeiture, abandonment, or loss through non-use or lapse of time. Developer is paying for Water Credits that Developer will utilize as it plats, obtains building permits, and otherwise develops the Development. If, however, all phases of the Development have received final plat approval, and Developer has delivered a notice of buildout to the City in writing, and there are Water Credits that have not been dedicated to any phase of the Development, the unused Water Credits shall be deemed forfeited by the Developer and/or its assignees, and the unused Water Credits shall be removed from the credit log by the City Recorder. The Developer will not unreasonably delay or withhold issuance of the notice of buildout.

2. Modification of Water Supply Requirements. Nothing in this Agreement shall preclude the City from amending its Water Supply Requirements, as provided by or required by State law or City Code, provided, however, that no such amendment by the City for any requirement other than one imposed by a generally applicable State law shall operate to adjust, increase, or decrease the water dedication requirements set forth in Exhibit D, the same being intended to apply to the Water Credits purchased until such Water Credits are dedicated to a phase of the Development as contemplated hereunder.

3. City Representations. The City makes the following representations to Developer, each of which is true as of the date of execution of this Agreement and shall remain true at each Payment Date and until dedication of the Water Credits as contemplated hereunder:

a. Water Rights. The City has and will maintain sufficient water rights and ability to assure Developer that it will be able to issue the Water Credits at each Payment Date, and thereafter will allow the dedication of the Water Credits, as contemplated in this Agreement. The City shall not be held liable for water conditions outside of its control, including but not limited to drought, aquifer levels, and groundwater contamination.

b. No Duplicative Fees. The dedication of Water Credits to a phase of the Development, as provided under Subsection 1(e) of this Agreement, may be used to satisfy Water Supply Requirements for a phase or portion of the Development. As a Water Supply Requirement has been satisfied through dedication of a Water Credit, the City will not impose duplicative fees, dedications, or conditions on Developer at the time of subdivision, site plan, building permit, or similar land use approval. Developer remains obligated to meet all other development requirements, including but not limited to construction of required water facilities, payment of drinking water facilities impact fees, payment of impact fees related to the Wastewater Plant (as defined in the MDA), non-water impact fees, engineering fees, permit fees, and requirements contemplated by the MDA.

4. Authority. The parties acknowledge and agree that this Agreement does not constitute a lease, sale, alienation, or disposal of the City's water rights or sources of water supply; but rather is a contract to provide water service for the benefit of the Development in exchange for Developer's payment of the Water Fees on the schedule and in accordance with the terms of this Agreement.

5. Default; Remedies.

a. Default. The failure of either party to perform its obligations with respect to any Closing, including payment of the applicable Water Fees or issuance of the applicable Water Credits, shall constitute a default under this Agreement. The non-defaulting party shall provide written notice of such default to the defaulting party. The defaulting party shall have thirty (30) days following receipt of such notice to cure the default (or, if the default is not reasonably capable of being cured within such 30-day period, such additional period of time, not to exceed sixty (60) days in the aggregate, as may be reasonably necessary to cure the default, provided the defaulting party commences cure within the initial 30-day period and diligently pursues such cure to completion).

b. Remedies. In the event of litigation related to or arising out of this Agreement, the Developer and any other parties assigned Water Credits shall not be entitled to claim monetary damages against the City's staff or its elected officials. If City has not breached its representations in Section 3 herein, then Developer or any other parties assigned Water Credits shall not be entitled to claim monetary damages against the City. If any default is not timely cured, remedies under this Agreement shall be limited to the following:

- i. Developer's Remedies. Developer shall be entitled to pursue specific performance of the City's obligations under this Agreement, unless City commits an uncured breach of the representations set forth in Section 3. If Developer (or any other party assigned Water Credits) shall claim

monetary damages against the City due to an uncured breach of the representations set forth in Section 3, the monetary damages shall be limited to a refund of the Water Fees paid for any Water Credits that have been acquired by the Developer but not yet dedicated to a phase or portion of the Development.

- ii. City's Remedies. The City may terminate this Agreement with respect to any Water Credits not issued as of the date of an uncured event of default; provided, however, that nothing in this Agreement shall terminate, impair, or otherwise affect the rights of Developer (or assignees of Water Credits) with respect to any Water Credits issued prior to such termination.

- c. No Waiver of Immunity. Nothing in this Agreement shall be interpreted or construed as a waiver of the immunity afforded to the City under the Governmental Immunity Act of Utah, Title 63G, Chapter 7 of the Utah Code.

6. Dispute Resolution. As a precondition to any litigation hereunder, the parties shall commit to hold, within 14 days of a written request from either party, a meeting of principals involving those from each party with authority to resolve a dispute. The parties agree to discuss in any meeting contemplated hereunder a potential resolution or the involvement of an impartial mediator to advise on a potential resolution. After a meeting contemplated hereunder, either party may bring an action to seek the remedies described in Section 5. The requirements in this section shall not apply to a party seeking emergency relief in a court of equity.

7. Indemnification. To the fullest extent permitted by law, Developer will indemnify and defend the City, by paying reasonable fees for counsel of the City's choice, to defend any legal action brought by (a) a non-party to challenge the constitutionality or legality of the City's obligations under this Agreement, or (b) a non-party invoking rights or obligations arising under this Agreement, provided, however, that Developer shall have no obligation to indemnify the City for claims by those who have been assigned Water Credits in accordance with Subsection 1(d) to the extent those claims arise out of the use of such Water Credits by such assignees. Developer's indemnification obligations hereunder shall not extend to any claim resulting from the City's breach of the representations set forth in Section 3.

8. Miscellaneous.

- a. Term. This Agreement shall remain in effect until each of the Water Credits issued under this Agreement are dedicated to a phase or portion of the Development as set forth herein. A partial termination of the right to acquire Water Credits may occur as to any Water Credits that are not acquired in accordance with the schedule set forth in Subsection 1(a) above. This Agreement will automatically terminate if the MDA¹ is terminated pursuant to the terms of Section 30 of the MDA.

- b. Binding Effect. This Agreement shall be binding on and inure to the benefit

¹ NTD: This term remains open until an updated draft of the MDA is provided by the City.

of the parties and their successors and assigns.

c. Governing Law. This Agreement shall be governed by the laws of the State of Utah. Nothing in this Agreement, including Subsection 3(b), shall obligate Developer or its assignees to pay a fee not allowed by the laws of the State of Utah.

d. Third Party Beneficiaries. An assignee of a Water Credit, who receives such Water Credit in accordance with the assignment provisions herein, is an intended third-party beneficiary of this Agreement.

e. Entire Agreement. This Agreement and the MDA, together with the associated exhibits, constitute the entire agreement of the parties regarding the provision of water supply for the Development. To the extent there is a conflict between the provisions of the MDA and this Agreement, this Agreement shall control.

f. Venue and Applicable Law. Any action to enforce this Agreement shall be brought only in the Third District Court, Tooele County in and for the State of Utah. In the event of litigation, Developer waives any challenge to personal jurisdiction. 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.

g. 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.

h. Time. Time is of the essence in the performance of all duties and obligations under this Agreement

i. 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 addresses:

To the City:

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

Grantsville City

Attn: City Attorney
429 East Main Street
Grantsville, Utah 84029
Email: tbarker@grantsville.gov

With a copy to:

Hoggan Lee Hutchinson
Attn: Nate Mitchell
1225 Deer Valley Drive, Suite 201
Park City, UT 84060
Email: nate@hlh.law

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

[Signatures on Following Page]

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

DEVELOPER:

VT GRANTSVILLE LAND CO, LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____

CITY:

GRANTSVILLE CITY,
a political subdivision of the State of Utah

By: _____
Name: _____

Its: Mayor

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT

EXHIBIT B

ASSIGNMENT OF WATER CREDITS

This Assignment of Water Credits ("Assignment") is entered into as of this ____ day of _____, 20____, by and between _____ ("Assignor"), whose mailing address is _____, and _____ ("Assignee"), whose mailing address is _____. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor transfers and assigns to Assignee _____ acre-feet of Water Credits from those that were issued by Grantsville City on _____, 2025 pursuant to the Master Water Services Agreement between GRANTSVILLE CITY and VT GRANTSVILLE LAND CO, LLC, dated _____, 2025.

The Assignee acknowledges that the use of the aforementioned Water Credits is subject to the limitations set forth in the Master Water Services Agreement. The Assignee further acknowledges and agrees to be bound by the dispute resolution provisions set forth in the Master Water Services Agreement and the same limitation on remedies applicable to the Developer.

In order to effectuate this Assignment, Assignee shall present this original Assignment to the Grantsville City Recorder.

DATED this _____ day of _____, 20____.

Transferor

State of _____)
County of _____) :SS

On the _____ day of _____, 20____, personally appeared before me _____, personally known to me to be the person whose name is subscribed to this instrument, who acknowledged that he/she executed it.

Notary Public

EXHIBIT C
DEDICATION OF WATER CREDITS FORM

DEDICATION OF WATER CREDITS

This Dedication of Water Credits ("Dedication") is entered into as of this ____ day of _____, 20____, by _____ ("Dedicator"), whose _____ mailing _____ address _____ is _____.

Dedicator hereby dedicates, transfers, and assigns to Grantsville City ("City") _____ acre-feet of Water Credits that were issued by Grantsville City pursuant to the Master Water Services Agreement between GRANTSVILLE CITY and VT GRANTSVILLE LAND CO, LLC, dated _____, 2025. Dedicator obtained the Water Credits by [payment/assignment] dated _____. The Water Credits described herein shall be applied to the _____ phase or portion of the Deseret Development as described in the attached Exhibit 1 ("Phase"). Dedicator acknowledges and agrees that the Water Credits shall be permanently applied to, credited to, and benefit the Phase, such that if ownership of the Phase changes, whether by purchase/sale, foreclosure, or otherwise, the new owner(s) shall have any and all rights, privileges, and obligations associated with the Water Credits.

This Dedication is not accepted by the City until the City Planning and Zoning Administrator and the City Recorder have signed the Dedication.

DEDICATOR

By:

Date

GRANTSVILLE CITY

City Planning and Zoning Administrator

Date

City Recorder

Date

Exhibit 1 to Dedication of Water Credits
[Legal Description of Phase]

EXHIBIT D WATER DEDICATION REQUIREMENTS

Land Use Definitions

Single Family Residential — single family homes only

Multi-Unit Residential — townhomes, apartments, condos, etc.

Non-Residential — commercial, industrial, church, school, etc.

Category 1 — single family homes

Category 2 — all development that does not fall under Category 1

Indoor Drinking Water Requirements

Single Family Residential: 0.218 ac-ft per Dwelling unit

Multi-Unit Residential: 0.120 ac-ft per Dwelling unit

Non-Residential: 0.00908 ac-ft per fixture unit

Outdoor City Water Requirements

1. No Waterwise Landscaping

Category 1 = (lot size,¹ acres) x (0.64) x (3.33 ac-ft/irr. ac)

Category 2 = (irrigated area, acres) x (3.33 ac-ft/irr. ac)

Typical Residential Lot Sizes (No Waterwise Landscaping)

Residential Lot Size	Outdoor Water Right Requirement (ac-ft)
7,000 sq ft	0.34
8,000 sq ft	0.39
10,000 sq ft	0.49
14,000 sq ft	0.68
1/2 acre	1.07
2/3 acre	1.42
3/4 acre	1.60
1.0 acre	2.13
> 1.0 acre	2.13

2. Waterwise Landscape Front Yard Only

Category 1 = (lot size,¹ acres) x [(0.18) x (2.28 ac-ft/irr. ac) + (0.46) x (3.33 ac-ft/irr. ac)]

Category 2 = (front yard irrigated area, acres) x (2.28 ac-ft/irr. ac) + (remaining irrigated area, acres) x (3.33 ac-ft/irr. ac)

¹ Lot size capped at 1 acre (any lots larger than 1 acre would still use 1 acre in the equation)

* 1 acre = 43,560 square feet

Typical Residential Lot Sizes (Waterwise Landscape Front Yard Only)

Residential Lot Size	Outdoor Water Right Requirement (ac-ft)
7,000 sq ft	0.31
8,000 sq ft	0.36
10,000 sq ft	0.45
14,000 sq ft	0.62
1/2 acre	0.97
2/3 acre	1.29
3/4 acre	1.46
1.0 acre	1.94
> 1.0 acre	1.94

3. Waterwise Landscape Entire Lot

Category 1 is not allowed a reduction for the entire lot

Category 2 = $(\text{irrigated area, acres}) \times (2.28 \text{ ac-ft/irr. ac})$

**Based on Utah State Standards. Assumes Residential total irrigated area = 64% of lot size. Average residential front yard irrigated area = 18% of lot size, 60% irrigation efficiency, waterwise landscaping includes 35% turf.*

Example Calculations

Development Information	Indoor Water Right Requirement	Outdoor Water Right Requirement
Single family home, 8,000 sq ft lot, no waterwise landscaping	$= 0.218 \times 1 = \mathbf{0.218 \text{ ac-ft}}$	$= (8,000 / 43,560) \times 0.64 \times 3.33 = \mathbf{0.39 \text{ ac-ft}}$
Single family home, 2 acre lot, waterwise landscape front yard only	$= 0.218 \times 1 = \mathbf{0.218 \text{ ac-ft}}$	$= 1 \times [(0.18 \times 2.28) + (0.46 \times 3.33)] = \mathbf{1.94 \text{ ac-ft}}$
Townhome, 2 units, 14,000 sq ft lot, 1,000 sq ft irrigated area waterwise landscaping	$= 0.120 \times 2 = \mathbf{0.24 \text{ ac-ft}}$	$= (1,000 / 43,560) \times 2.28 = \mathbf{0.05 \text{ ac-ft}}$
Apartment building, 50 units, 1/4 acre irrigated area, waterwise landscaping entire lot	$= 0.120 \times 50 = \mathbf{6.00 \text{ ac-ft}}$	$= 1/4 \times 2.28 = \mathbf{0.57 \text{ ac-ft}}$
Commercial building, 30 fixture units, 5,000 ft irrigated area, no waterwise landscaping	$= 0.00908 \times 30 = \mathbf{0.27 \text{ ac-ft}}$	$= (5,000 / 43,560) \times 3.33 = \mathbf{0.38 \text{ ac-ft}}$
Industrial warehouse, 40 fixture units, 1/2 acre irrigated area (1/8 acre front yard), waterwise landscaping front yard only	$= 0.00908 \times 40 = \mathbf{0.36 \text{ ac-ft}}$	$= 1/8 \times 2.28 + 3/8 \times 3.33 = \mathbf{1.53 \text{ ac-ft}}$

Agenda Item # 10

Consideration of Resolution 2025-79
approving a Lease Agreement for the
Acquisition of Equipment

Agenda Item # 10

Consideration of Resolution 2025-79
approving a Lease Agreement for the
Acquisition of Equipment

**GRANTSVILLE CITY
RESOLUTION NO. 2025-79
A RESOLUTION APPROVING A LEASE AGREEMENT FOR THE ACQUISITION OF
EQUIPMENT**

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

WHEREAS, Grantsville City (“City”) has determined the need to acquire certain equipment necessary for the City’s operations; and

WHEREAS, the City has determined that leasing the equipment is in the best interest of the City; and

WHEREAS, the City has negotiated lease agreements with Zions Bancorporation, N.A., which includes a Lease Purchase Agreement ("Agreement") dated as of on or about November 19, 2025 along with associated documents; and

WHEREAS, the exhibits associated with the Agreement, including Form 8038-G (attached as Exhibit A) and the Utah Fixed Equipment Lease Agreement (attached as Exhibit B), provide detailed terms and conditions for the lease; and

WHEREAS, the City Council has reviewed the terms and conditions of the proposed leases and finds them to be acceptable;

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

Section 1. Approval of Lease Agreements: The Grantsville City Council hereby approves the lease agreements with Zions Bancorporation, N.A., for the acquisition of equipment as outlined in the Lease Purchase Agreement dated on or about November 19, 2025.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 5TH DAY OF NOVEMBER, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

ATTEST

Gina Roberts, Deputy City Recorder

Exhibit “A”

Form 8038-G

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name <u>Grantsville City</u>		2 Issuer's employer identification number (EIN) <u>87-6000229</u>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <u>Alex Howland</u>		3b Telephone number of other person shown on 3a <u>(801) 844-7691</u>
4 Number and street (or P.O. box if mail is not delivered to street address) <u>429 E. Main Street</u>	Room/suite	5 Report number (For IRS Use Only) <u>3</u>
6 City, town, or post office, state, and ZIP code <u>Grantsville, UT 84029</u>		7 Date of issue <u>November 19, 2025</u>
8 Name of issue <u>Non-BQ Lease Purchase Agreement</u>		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <u>Sherrie Broadbent</u>		10b Telephone number of officer or other employee shown on 10a <u>(435) 884-4619</u>

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	<u>132,887.00</u>
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a ☐		
b If bonds are BANs, check only box 19b ☐		
20 If bonds are in the form of a lease or installment sale, check box ☒		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>11/19/2030</u>	<u>\$ 132,887.00</u>	<u>\$ 132,887.00</u>	<u>3.089</u> years	<u>4.5600</u> %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	<u>132,887.00</u>
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	<u>2,000.00</u>
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	<u>2,000.00</u>
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<u>130,887.00</u>

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	<u>N/A</u> years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	N/A
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) <u>N/A</u>		
c	Enter the name of the GIC provider ► <u>N/A</u>		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	N/A
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) <u>N/A</u>		
c	Enter the EIN of the issuer of the master pool bond ► <u>N/A</u>		
d	Enter the name of the issuer of the master pool bond ► <u>N/A</u>		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	►	☐
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	►	☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► <u>N/A</u>		
c	Type of hedge ► <u>N/A</u>		
d	Term of hedge ► <u>N/A</u>		
42	If the issuer has superintegrated the hedge, check box	►	☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	►	☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	►	☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☒ and enter the amount of reimbursement	►	<u>130,887.00</u>
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) <u>10/7/2025</u>		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name <u>Juli Ann Riley</u>	Preparer's signature	Date	Check ☐ if self-employed	PTIN <u>P02146769</u>
Firm's name ► <u>Zions Bancorporation, N.A.</u>			Firm's EIN ► <u>87-0189025</u>	
Firm's address ► <u>One South Main Street, Suite 1100, Salt Lake City, UT 84133</u>			Phone no. <u>801-844-7198</u>	

Exhibit “B”

Utah Fixed Equipment Lease Agreement

NON-BQ UTAH FIXED EQUIPMENT LEASE

Long Name of Entity: Grantsville City
Address: 429 E. Main Street
City, State Zip: Grantsville, UT 84029
Attention: Sherrie Broadbent
Public Finance Office: Finance Director
County: Tooele
Amount: 132,887.00
Rate: 4.56
Maturity Date: November 19, 2030
First Pmt Date: November 19, 2026
Payment Dates: November 19
Auto Extend: 5
Governing Body: City Council
Resolution Date: November, 2025
Dated Date: November, 2025
Day: 19th
State: Utah

\$132,887.00
Grantsville City
Non-BQ Lease Purchase Agreement

-
-
1. Lease/Purchases Agreement of the Grantsville City
 2. Exhibit A. Calculation of Interest Component
 3. Exhibit B. Description of Leased Property
 4. Exhibit C. Resolution of Governing Body
 5. Exhibit D. Opinion of Lessee's Counsel
 6. Exhibit E. Security Documents
 7. Exhibit F. Delivery and Acceptance Certificate
 8. Form 8038-G
 9. Wire Transfer Request

NON-BQ LEASE/PURCHASE AGREEMENT

Dated as of November 19, 2025

by and between

ZMFU II, INC.,
as Lessor

and

GRANTSVILLE CITY,
as Lessee

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NON-BQ LEASE/PURCHASE AGREEMENT

THIS NON-BQ LEASE/PURCHASE AGREEMENT dated as of November 19, 2025, by and between ZMFU II, INC., a corporation organized under the laws of the State of Utah, as lessor (the “Bank” or “Lessor”), and Grantsville City (the “Lessee”), a public agency of the State of Utah (the “State”), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the “Leased Property” in Exhibit B (the “Leased Property”) by entering into this Lease/Purchase Agreement with the Bank (the “Lease”); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Lease, refer to this Lease as a whole.

“Advance” shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

“Bank” shall have the meaning set forth in the Preamble hereof.

“Business Day” means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” means the date this Lease is executed by the Bank and the Lessee.

“Event of Nonappropriation” shall have the meaning set forth in Section 3.2 hereof.

“Governing Body” means the governing body of the Lessee.

“Lease Payments” means the rental payments described in Exhibit A hereto.

“Lease Payment Date” shall have the meaning set forth in Section 3.4(a) hereof.

“Leased Property” shall have the meaning set forth in the Whereas clauses hereof.

“Lessee” shall have the meaning set forth in the Preamble hereof.

“Net Proceeds” means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

“Obligation Instrument” shall have the meaning set forth in Section 2.1(c) hereof.

“Original Term” shall have the meaning set forth in Section 3.2 hereof.

“Permitted Encumbrances” means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

“Rebate Exemption” shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

“Regulations” shall have the meaning set forth in Section 2.1(l)(i) hereof.

“Renewal Term” shall have the meaning set forth in Section 3.2 hereof.

“Scheduled Term” shall have the meaning set forth in Section 3.2 hereof.

“State” shall have the meaning set forth in the Preamble hereof.

“Term” or “Term of this Lease” means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to

be excludable from gross income under the Code or any predecessor provision of law.

Either (check applicable box):

- ☐ (I) No Reimbursement for Expenditures Incurred Prior to 60 Days Before the Date the Authorizing Resolution Was Adopted. No proceeds of this Lease and the Advances to be made pursuant hereto will be used to reimburse the Lessee for any expenditures incurred prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution.

- or -

- ☐ (II) Prior Expenditures Will be Reimbursed; But No Reimbursement Resolution Was Adopted. If proceeds of this Lease and the Advances to be made pursuant hereto are to be used to reimburse the Lessee for expenditures incurred with respect to the Leased Property prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution, then proceeds of this Lease and the Advances made hereunder will be used to reimburse only those expenditures that are described below (collectively, "Reimbursable Expenditures"):

(a) **Subsequent Expenditures:** all expenditures incurred with respect to the Leased Property on or after the date the Authorizing Resolution was adopted; plus

(b) **Prior Expenditures:** the following types of expenditures incurred with respect to the Leased Property prior to the date the Authorizing Resolution was adopted:

(1) capital expenditures made no earlier than sixty (60) days before the Authorizing Resolution was adopted; plus

(2) "preliminary expenditures" as described in Section 1.150-2(f)(2) of the Regulations, not in excess of twenty percent (20%) of the aggregate "issue price" (as that term is defined in Section 1.148-1(b) of the Regulations) of this Lease for architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to the commencement of acquisition and/or construction of the Leased Property, other than land acquisition, site preparation, and similar costs incident to commencement of construction; plus

(3) the lesser of \$100,000 or five percent (5%) of the proceeds of this Lease.

- or -

- ☐ (III) Reimbursement Resolution Has Been Previously Adopted for Reimbursement of Prior Expenditures. The Lessee has previously adopted the Reimbursement Resolution attached hereto as Exhibit __ (the "Reimbursement Resolution") authorizing the reimbursement of "Reimbursable Expenditures," which are defined in the Reimbursement Resolution using the same definition of such term as in (II) above, and this Lease and the Advances to be made pursuant hereto will be used to reimburse only those expenditures pertaining to the Leased Property that qualify as "Reimbursable Expenditures" as so defined.

Any reimbursement pursuant to (I), (II), or (III) above of expenditures incurred prior to the date the Authorizing Resolution was adopted shall be evidenced by an allocation made by or on behalf of the Lessee in writing:

(1) not later than eighteen (18) months after the later of:

(x) the date the original expenditure is paid; or

(y) the date the Leased Property is "placed in service" (as that term is defined in Section 1.150-2(c) of the Regulations) or abandoned;

(2) but in no event more than three (3) years after the original expenditure is paid.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed \$5,000,000 in face amount, or \$15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than \$5,000,000 under Section 148(f)(4)(D) of the Code (\$15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a corporation organized under the laws of the State of Utah, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 5 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on November 19, 2030, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

- (a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;
- (b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;
- (c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or
- (d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than \$1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-

insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other

than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or

attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

- (a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;
- (b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and
- (c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations

hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZMFU II, INC.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Kirsi Hansen

If to the Lessee:

Grantsville City
429 E. Main Street
Grantsville, UT 84029
Attention: Sherrie Broadbent

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall

constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZMFU II, INC., as Lessor

By: _____
Authorized Officer

GRANTSVILLE CITY, as Lessee

By: _____

Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of four and fifty-six hundredths' percent (4.56 %) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/19/2025	-	-	-	-	-
11/19/2026	24,261.53	4.560%	6,059.65	30,321.18	30,321.18
11/19/2027	25,367.86	4.560%	4,953.32	30,321.18	30,321.18
11/19/2028	26,524.63	4.560%	3,796.55	30,321.18	30,321.18
11/19/2029	27,734.15	4.560%	2,587.02	30,321.17	30,321.17
11/19/2030	28,998.83	4.560%	1,322.35	30,321.18	30,321.18
Total	\$132,887.00	-	\$18,718.89	\$151,605.89	-

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

2026 Dodge Durango
VIN 1C4RDJFGXTC163196

2026 Dodge Durango
VIN 1C4RDJFG8TC163195

2026 Dodge Durango
VIN 1C4RDJFG6TC163194

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Non-BQ Lease/Purchase Agreement with ZMFU II, INC., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the “Governing Body”) of Grantsville City (the “Lessee”) has determined that the leasing of the property described in the Non-BQ Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of Grantsville City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this 5th day of November, 2025.

By _____

Print Name _____

Title _____

Attest:

By _____

Print Name _____

Title _____

STATE OF UTAH

)

) ss.

COUNTY OF TOOELE

)

I, _____ hereby certify that I am the duly qualified and acting
_____ of Grantsville City (the "Lessee").
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on November 5, 2025, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on November __, 2025.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this __ day of November, 2025.

By _____

Print Name _____

Title _____

EXHIBIT D
Opinion of Lessee's Counsel

To: ZMFU II, INC.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

As counsel for Grantsville City ("Lessee"), I have examined duly executed originals of the Non-BQ Lease/Purchase Agreement (the "Lease") dated this 19th day of November, 2025, between the Lessee and ZMFU II, INC., Salt Lake City, Utah ("Bank"), and the proceedings taken by Lessee to authorize and execute the Lease (the "Proceedings"). Based upon such examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a body corporate and politic, legally existing under the laws of the State of Utah (the "State").
2. The Lease and the Proceedings have been duly adopted, authorized, executed, and delivered by Lessee, and do not require the seal of Lessee to be effective, valid, legal, or binding.
3. The governing body of Lessee has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Proceedings were adopted and the Lessee's execution of the Lease was authorized.
4. The Lease is a legal, valid, and binding obligation of Lessee, enforceable against Lessee in accordance with its terms except as limited by the state and federal laws affecting remedies and by bankruptcy, reorganization, or other laws of general application affecting the enforcement of creditor's rights generally.
5. Either there are no usury laws of the State applicable to the Lease, or the Lease is in accordance with and does not violate all such usury laws as may be applicable.
6. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property (as defined in the Lease) from the Bank under the Lease, or the acquisition and leasing of the Leased Property from the Bank under the Lease comply with all such procurement and public bidding laws as may be applicable.
7. There are no legal or governmental proceedings or litigation pending or, to the best of my knowledge, threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling or finding might adversely affect the transactions contemplated in or the validity of the Lease.
8. The adoption, execution and/or delivery of the Lease and the Proceedings, and the compliance by the Lessee with their provisions, will not conflict with or constitute a breach of or default under any court decree or order or any agreement, indenture, lease or other instrument or any existing law or administrative regulation, decree or order to which the Lessee is subject or by which the Lessee is or may be bound.
9. Although we are not opining as to the ownership of the Leased Property or the priority of liens thereon, it is also our opinion that the Security Documents attached as Exhibit E to the Lease are sufficient in substance, form, and description, and indicated place, address, and method of filing and/or recording, to completely and fully perfect the security interest in every portion of the Leased Property granted under the Lease, and no other filings and/or recordings are necessary to fully perfect said security interest in the Leased Property.

Attorney for Lessee

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZMFU II, INC. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZMFU II, INC.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Non-BQ Lease/Purchase Agreement between the undersigned (“Lessee”), and ZMFU II, INC. (the “Bank”), dated November 19, 2025 , (the “Lease”) and to that part of the Leased Property described therein which comprises personal property (collectively, the “Equipment”). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. The vehicle identification number for each item of Equipment which is set forth on Exhibit “B ” to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

GRANTSVILLE CITY

By: _____
(Authorized Signature)

Date: _____

Agenda Item # 11

Council Reports

Agenda Item # 12

Closed Session (Imminent Litigation,
Real Estate Negotiations, Personnel

Agenda Item # 13

Adjourn