

AGENDA ITEM #1

Consideration of the proposed Access and Maintenance Easement Agreement for Cloward Court Subdivision located at 713 E Main Street.



STAFF REPORT

To: Grantsville City Planning Commission

From: Shelby Moore, Planning and Zoning Administrator

Meeting Date: January 6, 2026

Public Hearing Date: January 6, 2026

Re: Consideration of the Proposed Access and Maintenance Easement Agreement for the Cloward Court Subdivision, located at 713 E Main Street

Agenda Item

Consideration of an Access and Maintenance Easement Agreement between Tony L. Cloward and Nicole Cloward, Trustees of the Cloward Living Trust, and Grantsville City, for the Cloward Court Subdivision.

Property Information

- **Address:** 713 E Main Street
- **Subdivision:** Cloward Court Subdivision recorded in 2023
- **Parcels:** 23-009-0-0001, 23-009-0-0003, 23-009-0-0002

Background

The Cloward Court Subdivision is a minor subdivision consisting of three residential lots served by a private access easement extending from Main Street. As part of the subdivision approval and ongoing development, public water, sewer, and fire suppression infrastructure has been installed within the private access and utility easement area.

To ensure long-term functionality, access, and protection of critical public infrastructure, an **Access and Maintenance Easement Agreement** has been prepared between the property owners and Grantsville City. This agreement formalizes the City's rights to access, operate, inspect, maintain, repair, and replace water, sewer, and fire suppression facilities located within the easement area, including access to fire hydrants and water meters.

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

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



Proposed Easement Agreement Overview

Key components of the proposed agreement include:

- **Permanent Easement:**
Grantsville City is granted a permanent easement over Lots 1, 2, and 3 of the Cloward Court Subdivision, including the 21-foot access easement, public utility easement, and hammerhead turnaround, as shown on the recorded final plat
- **Purpose:**
The easement allows for the operation, maintenance, repair, inspection, relocation, and replacement of water, sewer, and fire suppression facilities.
- **Access Rights:**
The City is granted reasonable rights of ingress and egress across the property for maintenance activities. In emergency situations, the City may access the easement without prior notice.
- **Maintenance Responsibilities:**
The property owner is responsible for installation, operation, and maintenance costs of the private infrastructure, while the City retains responsibility for ordinary operational costs associated with municipal services such as meters.
- **Development Restrictions:**
No buildings, pavement, or other improvements may be constructed within the easement area without written City approval, ensuring long-term protection of public utilities.
- **Restoration:**
Following City access or maintenance activities, the City is required to restore the property to a reasonable pre-entry condition.

Planning and Infrastructure Considerations

This agreement is a proactive and forward-looking tool that:

- Protects the City's ability to provide reliable water, sewer, and fire protection services.
- Ensures emergency access for fire suppression within a private subdivision.
- Reduces long-term risk by clearly defining rights and responsibilities between the City and property owners.
- Aligns with standard subdivision practices and City infrastructure policies.

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Staff strongly supports formalizing this agreement, as it provides clarity, enforceability, and long-term operational certainty for both the City and the property owners.

Analysis and Findings

1. The proposed Access and Maintenance Easement Agreement is consistent with the approved Cloward Court Subdivision plat.
 2. The agreement ensures perpetual access to critical public utilities and fire suppression infrastructure.
 3. The agreement clearly assigns maintenance responsibilities and protects the City's infrastructure investment.
 4. No land use conflicts are created by approval of the easement agreement.
-

Recommendation

Approve the proposed Access and Maintenance Easement Agreement for the Cloward Court Subdivision, as presented, and recommend authorization for execution and recording of the agreement.

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When Recorded, Return to:

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

TOOELE COUNTY PARCEL NO.: 23-009-0-0001, 23-009-0-0003, 23-009-0-002

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tony L. Cloward and Nicole Cloward, UTAH, a Living Trust (“**Grantor Trustee**”), and Grantsville City, a municipal corporation of the State of Utah (“**City**”) hereby enter into this Access and Maintenance Easement Agreement (“**Agreement**”) and agree as follows:

1. Grant of Easement. Grantor Trustee hereby grants and conveys the following to City:

- a. **Permanent Easement.** A permanent easement and right-of-way (“**Easement**”) for the operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of water (including meters accessible to the City), sewer, and fire suppression facilities and associated facilities related thereto, on over, under and across real property owned by Grantor Trustee as depicted on **Attachment 1**, which is more particularly described as follows:

(Lots 1, 2, and 3 of the Cloward Court Minor Subdivision, together with the 21-foot access easement and public utility easement, including the associated hammerhead turnaround, as dedicated and shown on the Cloward Court Subdivision Final Plat recorded as Entry No. 586495 in the Office of the Tooele County Recorder.)

(the “**Property**”)

Together with all necessary and reasonable rights of ingress, egress, and access across the Property and the right to excavate and refill ditches and trenches for the operation, maintenance, repair, and replacement of the above-mentioned facilities and to remove trees, shrubbery, undergrowth or other obstructions interfering with the operation, maintenance, repair, and replacement of said underground facilities.

2. General Terms

- a. City shall have the right, but not the obligation, to use said Property for the purposes for which the Easement is granted, provided that such use shall be limited to those maintenance activities which are deemed necessary to protect the City’s ability to

operate its services including water, sewer, and fire suppression, including maintaining reasonable access to any fire hydrants located in the Easement.

- b. Grantor Trustee shall be solely responsible for the activities and costs associated with the installation, operation, maintenance, repair, and replacement of the above-mentioned facilities except to the extent operating the fire hydrant and/or water meters through the appropriate City authorities is an ordinary cost borne by the City.
- c. Prior to conducting any maintenance or repair work on the facilities in the Easement, the City shall request Grantor Trustee conduct the same and provide a reasonable opportunity for Grantor Trustee to conduct those activities itself in accordance with this Agreement. Notwithstanding the foregoing, in the event of an emergency, the City is not required to provide advance notice of access or operations.
- d. Grantor Trustee shall have the right to use said Property provided such use may not interfere with the facilities or with the collection and conveyance of sewage through said facilities, or any other rights granted to the City hereunder.
- e. Grantor Trustee may not build, nor construct or permit to be built or constructed over or across said Easement, any building or other improvements, including concrete or pavement, nor change the contour thereof, without the written consent of City. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Grantor Trustee and the successors and assigns of the City, and may be assigned in whole or in part by City.
- f. Following any entry made under the terms of this Agreement by City, its agents or assigns, City will restore the Property to a reasonable condition existing prior to said entry.

[signature page follows]

IN WITNESS WHEREOF, Grantor Trustee has caused this Access and Maintenance Easement Agreement to be executed this _____ day of _____, 2025.

GRANTOR TRUSTEE

Tony L. Cloward and Nicole Cloward Trustee, UTAH, a Living Trust

Tony L. Cloward Trustee

Nicole Cloward Trustee

STATE OF UTAH)
)
) §
COUNTY OF _____)

On this ____ day of _____, 2025, before me _____, a notary public, personally appeared _____ proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

WITNESS my hand and official seal.

Notary Public

(*seal*)

IN WITNESS WHEREOF, City has caused this Access and Maintenance Easement Agreement to be executed this _____ day of _____, 2025.

GRANTSVILLE CITY

By: _____

MAYOR

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On this ____ day of _____, 2025, before me, _____, a notary public, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity on behalf of Grantsville City.

WITNESS my hand and official seal.

Notary Public

(*seal*)

Attachment 1

Depiction of Sewer, Water, and Fire Hydrant Easement Areas

811

Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

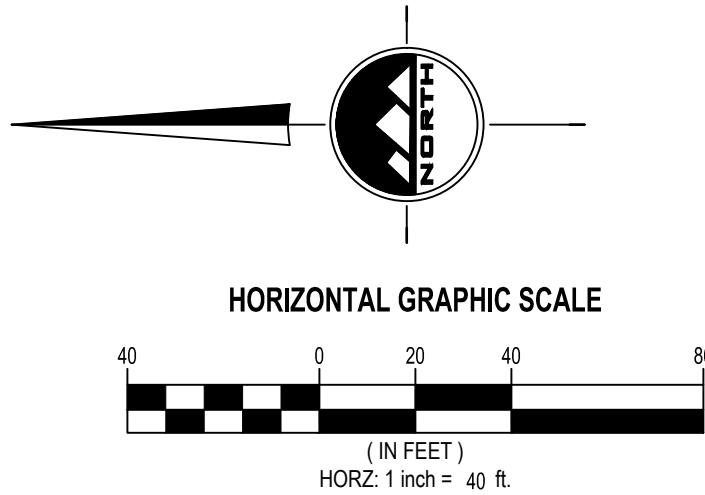
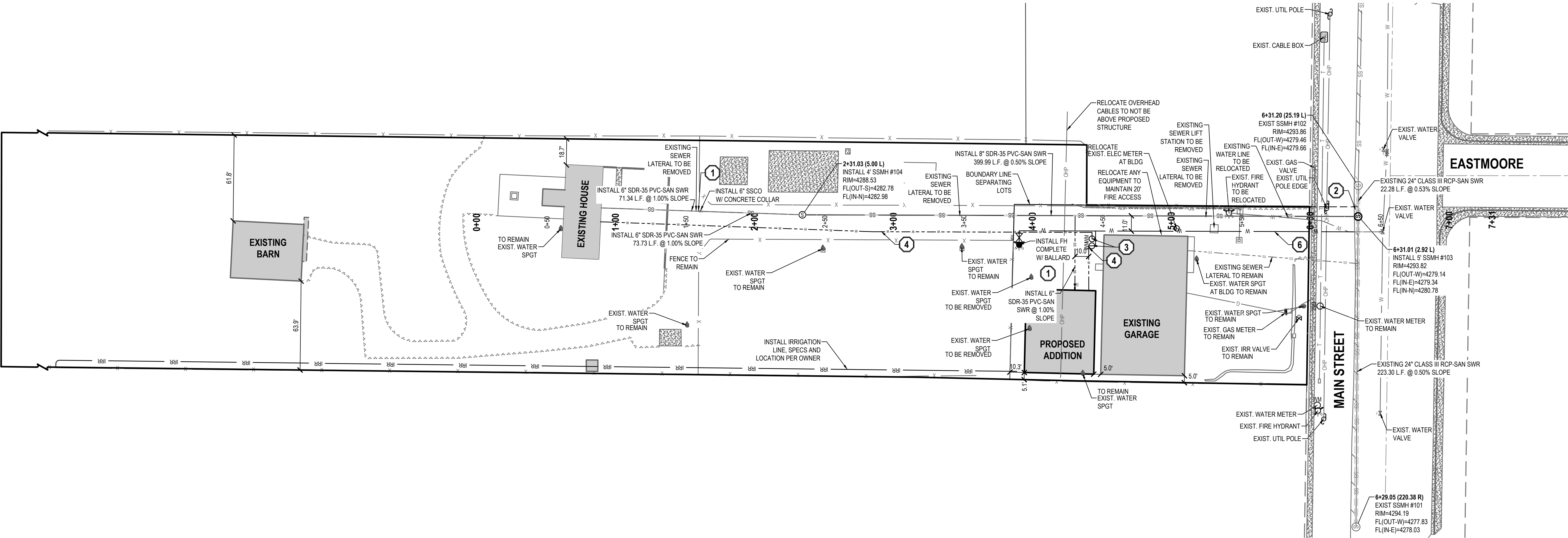
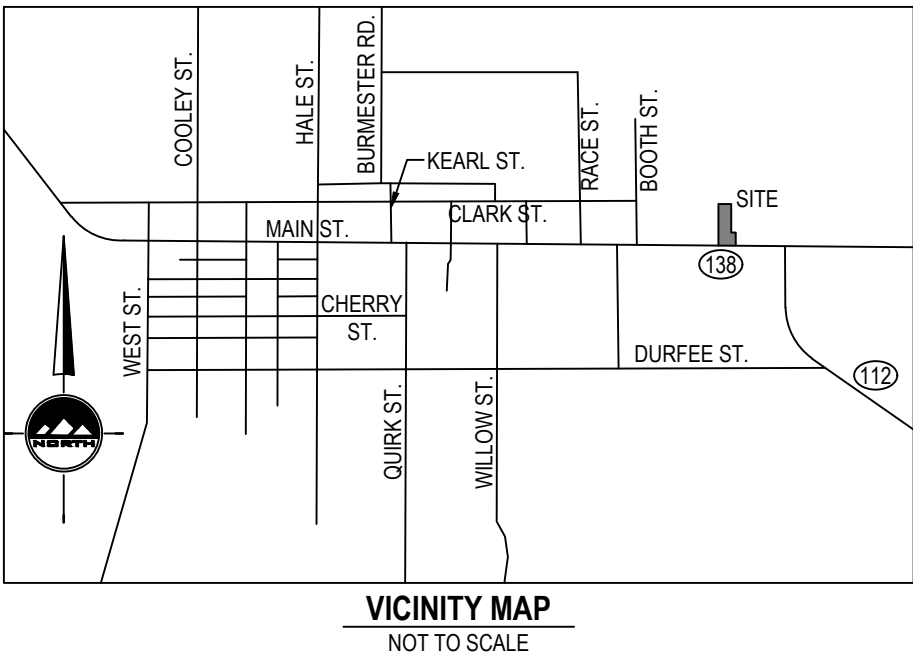
SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.

- 1
- 6" SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEANOUTS AT MAXIMUM 100-FOOT SPACING, PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS. LENGTH AND SLOPE PER PLAN.
- 2
- CONNECT TO EXISTING SEWER MAIN PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 3
- 1" CULINARY WATER METER PER GRANTSVILLE CITY STANDARDS AND SPECIFICATIONS SEE DETAIL 1/C-500.
- 4
- 1" CULINARY WATER LATERAL PER GRANTSVILLE CITY STANDARDS AND SPECIFICATIONS.
- 5
- NOT USED
- 6
- INSTALL 6" C900 PVC CULINARY WATER LINE BEFORE SEWER TO ENSURE ADEQUATE SPACING BETWEEN SEWER AND WATER.

GENERAL NOTES

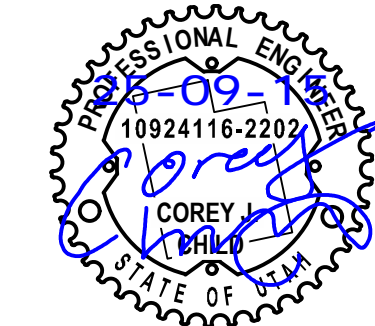
- 1
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 2
- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- 3
- ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
- 4
- ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
- 5
- DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 6
- PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
- 7
- THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
- 8
- NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
- 9
- THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 10
- THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
- 11
- UTILITIES OUTSIDE OF THE RIGHT OF WAY ARE PRIVATELY MAINTAINED.



CLOWARD COURT SUBDIVISION

FINAL

713 EAST MAIN STREET
GRANTSVILLE, UTAH



SITE / UTILITY
PLAN

PROJECT NUMBER
9700A

PRINT DATE
07/09/2025

DRAWN BY
M. SANDOVAL

CHECKED BY
D.KINSMAN

PROJECT MANAGER
D.KINSMAN

C-100

811

Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

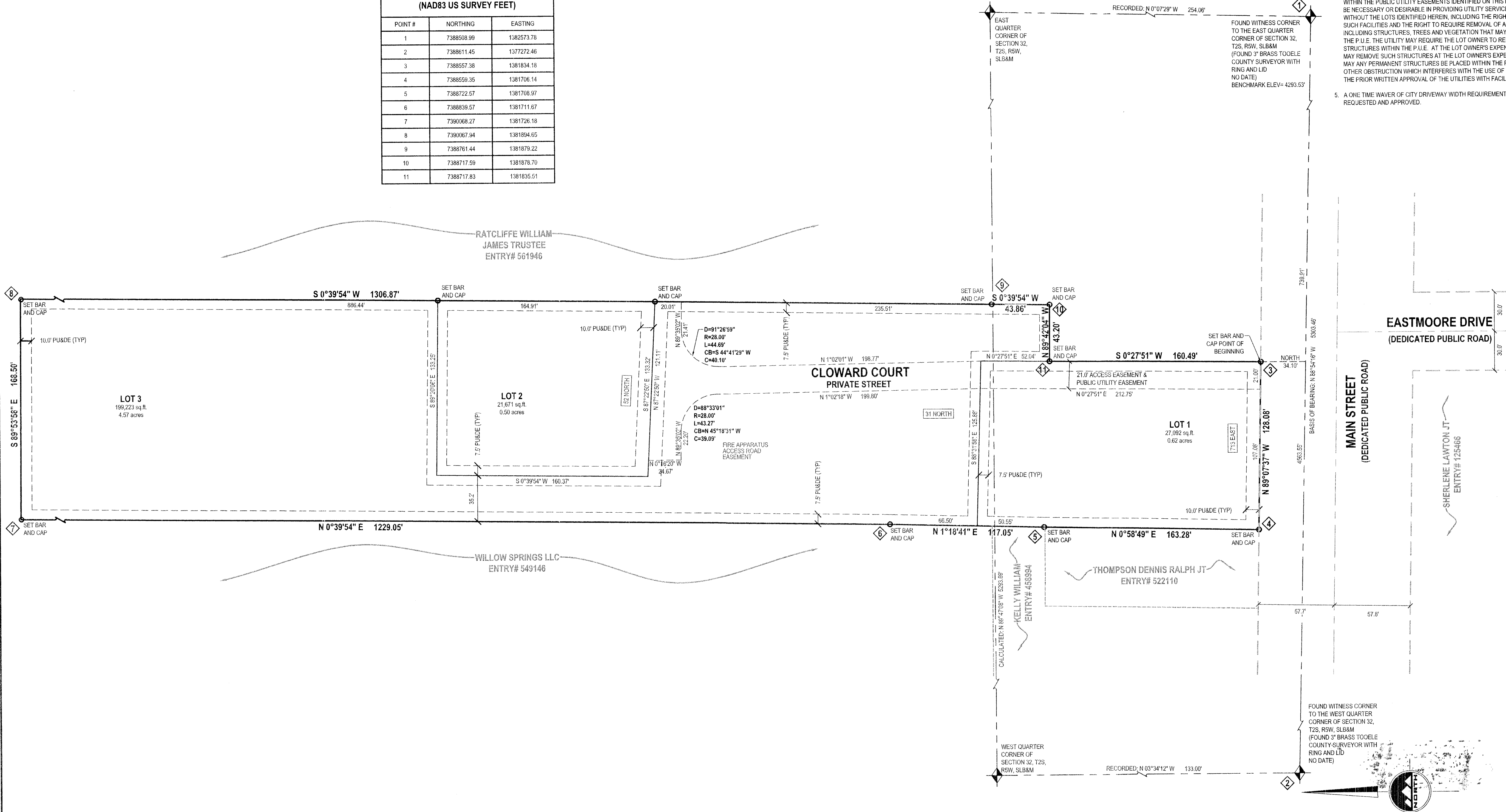
WITNESS CORNER TO THE EAST QUARTER
CORNER OF SECTION 32, TOWNSHIP 2 SOUTH,
RANGE 5 WEST
SALT LAKE BASE AND MERIDIAN
ELEV = 4293.53

CLOWARD COURT SUBDIVISION

FINAL PLAT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 32
TOWNSHIP 2 SOUTH, RANGE 5 WEST,
SALT LAKE BASE AND MERIDIAN,
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

BOUNDARY STATE PLAN COORDINATE (NAD83 US SURVEY FEET)		
POINT #	NORTHING	EASTING
1	7388508.99	1382573.78
2	7388611.45	1377272.46
3	7388557.38	1381834.18
4	7388559.35	1381706.14
5	7388722.57	1381708.97
6	7388839.57	1381711.67
7	7390068.27	1381726.18
8	7390067.94	1381894.65
9	7388761.44	1381879.22
10	7388717.59	1381878.70
11	7388717.83	1381835.51



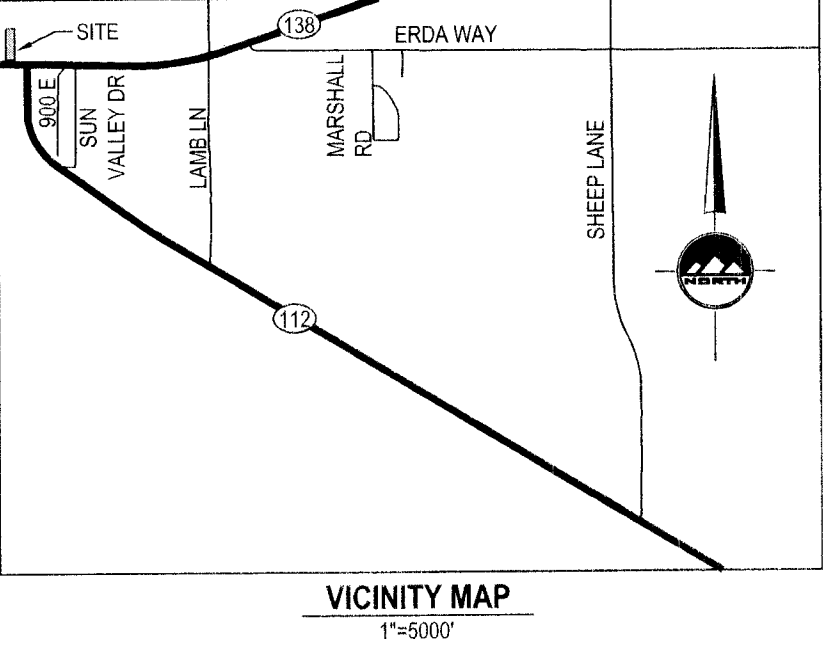
- NOTES
1. ALL PUBLIC STREETS ARE HEREBY DEDICATED TO GRANTSVILLE CITY AS RIGHT-OF-WAY ("R.O.W.") FOR PUBLIC USE.

2. NO DRIVEWAYS SHALL BE CONSTRUCTED SO AS TO SLOPE TOWARD ANY STRUCTURES WITHOUT WRITTEN PERMISSION FROM GRANTSVILLE CITY ENGINEER.

3. 5/8" X 24" REBAR AND CAP TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE INDICATED.

4. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS, INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

5. A ONE TIME WAIVER OF CITY DRIVEWAY WIDTH REQUIREMENT HAS BEEN REQUESTED AND APPROVED.



SURVEYOR'S CERTIFICATE

I, Douglas J. Kinsman do hereby certify that I am a Professional Licensed Land Surveyor, and that I hold License No. 334575 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots and streets, hereafter to be known as Cloward Court Subdivision, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land, situate in the Northeast Quarter of Section 32, Township 2 South, Range 5 West, Salt Lake Base and Meridian, more particularly described as follows:
Beginning at a point on the northerly line of Main Street, which is located North 88°54'16" West 739.91 feet along the section line and North 34.10 feet from the found witness monument, said monument witnesses the East Quarter Corner of Section 32, Township 2 South, Range 5 West, Salt Lake Base and Meridian, and running:
thence North 89°07'37" West 128.08 feet along the northerly line of Main Street;
thence North 0°58'49" East 163.28 feet following extremely close with an existing property line fence;
thence North 0°18'41" East 117.05 feet along said fence;
thence North 0°39'54" East 123.05 feet along said fence;
thence South 89°05'55" East 168.59 feet;
thence South 0°39'54" West 1306.87 feet following extremely close with an existing property line fence;
thence South 0°39'54" West 43.86 feet;
thence North 89°42'04" West 43.20 feet;
thence South 0°27'51" West 160.49 feet to the Point of Beginning.

Parcel contains: 247,968 square feet, or 5.69 acres.

NOVEMBER 16, 2022

Douglas J. Kinsman
License No. 334575

OWNER'S DEDICATION

Known all men by these present that the undersigned are the owner(s) of the heron described tract of land and hereby cause the same to be divided into lots and streets together with easements as set forth hereafter to be known as:

CLOWARD COURT SUBDIVISION

The undersigned owner(s) hereby dedicate to Grantsville City all those parts or portions of said tract of land on said plat designated hereon as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also heretofore convey to Grantsville City and to all public utility companies providing service to the heron described tract a perpetual, perpetual non-exclusive easement over the streets, public utility, and drainage easements shown on this plat, the same to be used for drainage and the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also convey any other easements shown on this plat to the parties indicated and for the purposes shown hereon.
In witness whereof I have hereunto set my hand this 16th day of March, A.D. 2023.

By: Tony L. Cloward Trustee of The Tony L. Cloward and Nicole Cloward Living Trust Dated December 22, 2016
By: Nicole Cloward Trustee of The Tony L. Cloward and Nicole Cloward Living Trust Dated December 22, 2016

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH J.S.S.
County of TOOELE
On the 16th day of March, A.D. 2023.
I, _____, personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: 03-24-2023

NOTARY PUBLIC

RESIDING IN _____ COUNTY.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH J.S.S.
County of TOOELE
On the _____ day of _____, A.D. 20____.

personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

RESIDING IN _____ COUNTY.

CLOWARD COURT SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 32,
TOWNSHIP 2 SOUTH, RANGE 5 WEST,
SALT LAKE BASE AND MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

CITY PLANNER APPROVAL

APPROVED THIS 16th DAY OF Feb, 2023
BY THE GRANTSVILLE CITY PLANNER
[Signature]

GRANTSVILLE CITY PLANNER

CITY FIRE DEPARTMENT APPROVAL

APPROVED THIS 16th DAY OF Feb, 2023
BY THE GRANTSVILLE CITY FIRE DEPT.
[Signature]

GRANTSVILLE CITY FIRE CHIEF

GRANTSVILLE CITY PUBLIC WORKS APPROVAL

APPROVED THIS 17th DAY OF Feb, 2023
BY THE GRANTSVILLE CITY PUBLIC WORKS
[Signature]

GRANTSVILLE CITY PUBLIC WORKS DIRECTOR

PLANNING COMMISSION APPROVAL

APPROVED THIS 16th DAY OF February, 2023
BY THE GRANTSVILLE CITY PLANNING COMMISSION
[Signature]

CHAIR, GRANTSVILLE CITY PLANNING COMMISSION

COUNTY SURVEY DEPARTMENT

APPROVED THIS 23 DAY OF November, 2022
BY THE TOOELE COUNTY SURVEY DEPARTMENT
RECORD OF SURVEY FILE # 2009-0070
TOOELE COUNTY SURVEY DEPT. DIRECTOR

TOOELE COUNTY TREASURER

I HEREBY CERTIFY THAT PROPERTY TAXES DUE AND OWNING HAVE BEEN PAID IN FULL THIS DAY OF Nov 28, 2022, 20____.
[Signature]
TOOELE COUNTY TREASURER

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
[Signature] 2/16/23
GRANTSVILLE CITY ENGINEER

CITY MAYOR APPROVAL

APPROVED THIS 23 DAY OF February, 2023
BY THE GRANTSVILLE CITY MAYOR
[Signature]
GRANTSVILLE CITY MAYOR

DEVELOPER RE/MAX

713 EAST MAIN STREET
GRANTSVILLE, UT 84074
435-241-0410

SHEET 1 OF 1

PROJECT NUMBER: 9700A
MANAGER: D. KINSMAN
DRAWN BY: J.CID
CHECKED BY: D. KINSMAN
DATE: 11/17/22

CITY ATTORNEY'S APPROVAL

APPROVED THIS 16 DAY OF Feb, 2023
BY THE GRANTSVILLE CITY ATTORNEY
[Signature]
GRANTSVILLE CITY ATTORNEY

TOOELE

169 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435-843-3590
Fax: 435-578-0108
www.ensigneng.com

SALT LAKE CITY

1000 North Main Street
Layton, Utah 84040
Phone: 435-985-1453
Fax: 435-985-2983

TOOELE COUNTY RECORDER

RECORDED # 580496
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF: Nicole Cloward
DATE: 3/13/2023 TIME: 2:50pm
FEE: \$41.00
Ryisha Ulin Deputy
TOOELE COUNTY RECORDER

BK 23 PG 9

AGENDA ITEM #2

Consideration of the proposed Master Development Agreement for Cloward Court Subdivision located at 713 E Main Street.

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



STAFF REPORT

To: Grantsville City Planning Commission

From: Shelby Moore, Planning and Zoning Administrator

Meeting Date: January 6, 2026

Public Hearing Date: January 6, 2026

Re: Consideration of the Proposed **Master Development Agreement (MDA)** for the Cloward Court Subdivision, located at 713 E Main Street

Agenda Item

Consideration of a Master Development Agreement (MDA) between Grantsville City and Tony L. Cloward and Nicole Cloward, Trustees of the Cloward Living Trust, for the Cloward Court Minor Subdivision.

Property Information

- **Address:** 713 E Main Street
- **Subdivision:** Cloward Court Minor Subdivision Approved in 2023
- **Size:** Approximately 5.69 acres
- **Zoning:** CN (Neighborhood Commercial) and R-1-21 (Single-Family Residential)

Background

The applicant is developing the Cloward Court Minor Subdivision, a three-lot subdivision accessed via a private lane extending from Main Street. Due to the mixed zoning, private access configuration, and the presence of privately maintained infrastructure serving public utilities, a **Master Development Agreement** is required to clearly define development standards, infrastructure obligations, vesting rights, and long-term maintenance responsibilities.

The proposed MDA is authorized under Utah Code §10-20-508 et seq. and is intended to provide certainty to both the City and the developer while ensuring the project is developed in a manner consistent with City standards and policies

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Overview of the Master Development Agreement

The proposed MDA establishes a comprehensive framework governing the development of the Cloward Court Subdivision. Key components include:

Project Description

- The agreement applies to the Cloward Court Minor Subdivision as depicted in the approved conceptual and site plans.
- The agreement does not approve new uses beyond those permitted in the underlying zoning unless modified through a separate land use action.

Development Standards

- Certain development standards are modified through the MDA, including side-yard setbacks for a single-family dwelling in the CN zone and acknowledgment of privately maintained utilities within the access lane.
- All other applicable City Code standards remain in effect unless expressly modified by the agreement

Infrastructure Improvements

- The developer is responsible for constructing all required public and private infrastructure, including roads, utilities, and fire suppression facilities, in compliance with City standards.
- Improvements must be completed within two (2) years of approved construction plans, subject to reasonable delays.
- The City will accept completed public improvements following inspection, certification, and warranty requirements.

Access and Easements

- The MDA incorporates and references the Access and Maintenance Easement Agreement, ensuring the City has perpetual access to water meters and fire hydrants while allowing utilities within the private lane to remain privately maintained.

Vesting and Term

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



- Upon execution, the agreement vests the developer's rights to develop the project in accordance with the approved standards and applicable law.
- The agreement remains in effect until development is completed, abandoned, or terminated due to default, with easement and access provisions remaining perpetual.

Recording and Enforcement

- The MDA will be recorded against the property and will run with the land, binding future owners.
- Failure to comply with the agreement constitutes a default and may result in enforcement actions or zoning reconsideration.

Planning and Policy Considerations

This Master Development Agreement represents a strong, forward-looking planning tool that:

- Provides clarity and predictability for development in a mixed-zoning environment.
- Protects the City's infrastructure and service delivery capabilities.
- Clearly allocates responsibilities for construction, maintenance, and long-term operations.
- Reduces future ambiguity or disputes by memorializing development expectations upfront.

Staff strongly supports the use of MDAs in situations like this, where private access, mixed zoning, and shared infrastructure intersect.

Analysis and Findings

1. The proposed Master Development Agreement complies with Utah Code and Grantsville City Code.
2. The agreement is consistent with the approved Cloward Court Subdivision and associated easements.
3. The agreement provides enforceable standards and protections for both the City and the developer.
4. Approval of the MDA will not create adverse land use impacts.

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



Recommendation

Approve the proposed Master Development Agreement for the Cloward Court Subdivision and forward a recommendation to the City Council for execution and recording.

This agreement is exactly how smart cities manage complex infill and subdivision projects clear rules, shared accountability, and long-term protection of public interests.

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

WHEN RECORDED, RETURN TO:

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

GRANTSVILLE CITY

**MASTER DEVELOPMENT AGREEMENT
WITH EASEMENT AND ACCESS RIGHTS**

FOR

[Cloward Court Minor Subdivision]

THIS MASTER DEVELOPMENT AGREEMENT WITH EASEMENT AND ACCESS RIGHTS (“**Agreement**”) is made and entered as of the ____ day of _____, 20__, by and between Grantsville City, a municipal corporation of the State of Utah (“**City**”) and Tony L. Cloward and Nicole Cloward, UTAH, a Living Trust (“**Developer**”), each a “Party” and collectively “Parties” herein.

RECITALS

WHEREAS, the Developer seeks to develop property within Grantsville City, Utah (the “**Project**”). The property consists of approximately 5.69 acres and is more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is entirely located in the CN and R-1-21 zone and is subject to all applicable Grantsville City Code and development standards;

WHEREAS, the Developer is the owner or authorized agent of the owner of the Property; and

WHEREAS, the City seeks to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of zoning, development, and subdivision regulations concerning the use and development of land in the City; and

WHEREAS, the City is desirous of development of the Property for the purpose of developing the Project in the manner outlined to the City; and

WHEREAS, it is in the best interests of both the Developer and the City that this Agreement be adopted and effective as a “development agreement” within the meaning of Utah Code Ann. § 10-20-508 *et seq.* and to consent to all the terms of this Agreement as valid conditions of development of the Project.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and accepted by both parties, the parties hereto mutually agree and covenant as follows:

1. Effective Date, Termination

- 1.1. The Effective Date of this Agreement is the last date upon which it is signed by any of the Parties hereto.
- 1.2. This Agreement shall be in full force and effect until 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, or the use or active development is discontinued for a period of more than two (2) years or until the Developer defaults on any provision of this Agreement and the default is not resolved as specified in this Agreement. Failure to proceed with development pursuant to this Section shall be deemed failure to implement the application with reasonable diligence pursuant to Utah Code Ann. § 10-20-902(f). Notwithstanding the foregoing, the easement, access, and maintenance rights and responsibilities identified in **Exhibits C and E** are perpetual.

2. Project Description

The Project is Cloward Minor Subdivision as described more fully herein and as illustrated in the contextual site plan for the Project, attached **Exhibit A**, to be modified as necessary in accordance with this Agreement's Development Standards and as specified in this Agreement.

3. Development Standards

- 3.1. Development Standards. The site development standards of the CS and R-1-21 zone shall be modified as shown on **Exhibit C** "Development Standards." All development standards applicable to the Project not expressly modified by this Agreement remain in full force and effect. Together, **Exhibit C** and the remaining development standards in the City code and standards are the "**Development Standards**" for the Project.

These Development Standards shall apply to all buildings on the Property including both principal buildings and accessory buildings on the Property.

- 3.2. Use of the Property. This Agreement does not modify, amend, or otherwise alter the uses permitted, conditioned, or restricted in the CS and R-1-21 zone except as expressly identified on **Exhibit D** "Zoning Modifications." 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 uses in the applicable zone.

- 3.3. No Phasing. This Agreement shall constitute approval of the conceptual site plan attached hereto as **Exhibit B** for the Project.
- 3.4. Density; Maximum Units; Square Footage. The City does not, and may not, provide Developer with any guarantee of the number of units, density, or square footage which may be built in the Project. Developer assumes all responsibility for development and design of the Project within the Development Standards.
- 3.5. Site Plan Approvals. Prior to issuance of a building permit, Developer shall submit an application for “**Design Review**” of the site plan and building elevations to the City for review and approval. Review and approval by the City is intended to assure that certain development components substantially conform with this Agreement. Design Review approval submittals need only include that portion of the Property for which approval is being sought by Developer. Following approval by the City, the approved Design Review Submittals (defined below), supporting data and materials shall be made part of this Agreement and deemed to be an integral part of this Agreement. In the event of any inconsistency between approved plans and the terms of this Agreement, the terms of this Agreement shall govern. Any Design Review approvals shall at a minimum provide the following information:
- Fully dimensioned site plan (including a footprint of the proposed improvements);
 - Fully-dimensioned building elevations; and
 - Site development statistical information applicable to the Project.

Design review approval submittals shall include all other information necessary to illustrate substantial conformance with this Agreement. The City may consider the standards of GCLUDMC, as modified by this Agreement, when considering design review approval. In the event of any conflict or ambiguity, the provisions in this Agreement shall govern.

- 3.6. Modification. The terms and conditions of this Agreement or of any Design 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 GCLUDMC Section 12.5(1). Any change that results in: (a) a change in the uses allowed for the Project to another use not permitted in the CS and R-1-21 zone, as modified by this Agreement; (b) an increase in the net site area and the boundaries of the Property contemplated herein; or (c) a reduction in the minimum periphery setbacks, shall be considered a change that is not in “substantial compliance” with the terms of this Agreement and any such change must be reviewed and approved by the City Council.
- 3.7. 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 escrow account procedures and other procedures set forth in City ordinances and policies.

4. Infrastructure Improvements; Public Uses.

- 4.1. Infrastructure Improvements. Developer agrees to construct and/or dedicate project improvements as reasonably directed by the City in the ordinary course, including but not limited to roads, driveways, landscaping, water, sewer, and other utilities as shown on the approved final plans and in accordance with current City standards.
 - 4.1.1. Developer will satisfactorily complete construction of all Project improvements for in a good and workmanlike manner no later than two (2) years after the approval of the approved construction plans on September 23, 2025, subject to reasonable delays due to events of force majeure.
 - 4.1.2. Developer shall comply with all completion assurance and bonding requirements of the City, as identified in **GLUMDC**
 - 4.1.3. The City agrees to accept all Project improvements constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the City Planning and Engineering Departments promptly review and approve the plans for any Project improvements prior to construction; (2) Developer permits City Planning and Engineering representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) the Project improvements have been inspected by a licensed engineer who certifies that the Project improvements have been constructed in accordance with the plans and specifications; (4) Developer has warranted the Project improvements as required by the City Planning and Engineering Departments; and (5) the Project improvements pass a final inspection by the City Public Works and Engineering Departments.
 - 4.1.4. The City may require completion of all infrastructure improvements prior to issuance of any building permits.
 - 4.1.5. The Developer may request, and the City may grant, extensions and delays for certain infrastructure improvements upon a showing of good cause by Developer, such as completing sidewalks after construction of residential units.
- 4.2. Upsizing. Except as otherwise described herein, the City may not require Developer to "upsized" any future infrastructure improvements (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements (such as credits to otherwise applicable City fees, or pioneering or reimbursement agreements) reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. The City shall notify the Developer of any known or anticipated upsizing requirements as soon as practicable. Notwithstanding the foregoing, Developer is solely responsible for any costs

associated with any public improvements within its development required to serve other phases of the Project or other related development.

5. Recording.

The responsibilities and commitments of Developer and the City as detailed in this document, when executed shall constitute a covenant and restriction running with the land and shall be binding upon the Developer/Owner of the Property, their assignees and successors in interest and this Agreement or a notice thereof shall be recorded in the Office of the Tooele County Recorder by City at Developer's cost. **Exhibit E** shall be recorded separately from this Agreement.

6. Default

Failure to present a detailed development plan including proposed uses for the Project, gain City approval, and obtain land use and building permits and complete construction of the Project specified in this Agreement shall constitute a default by Developer, its successors or assigns in interest.

In the event that any of the conditions constituting default by Developer occur, the County finds that the public benefits to accrue from rezoning as outlined in this Agreement will not be realized. In such case, the County shall examine the reasons for the default and either approve an extension of time or major change to the Project or initiate steps to revert the zoning designation to its former zone.

7. Vesting

Upon the Effective Date of this Agreement the Developer's right to construct the Project, under the terms and conditions of this Agreement shall be vested to the fullest extent allowable under Utah Code § 10-20-902. Except as expressly mutually agreed in writing by the Parties, all development of the Project, shall be governed by the applicable law in effect on the Effective Date of this Agreement. Nothing in this Agreement will limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation will not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

8. General Provisions

8.1. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.

- 8.2. The City will issue land use permits only for those uses determined to be within the general land use types allowed in the zone, as modified by this Agreement, and more specifically on more detailed development plans for the Project submitted to and approved by the City.
- 8.3. The recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
- 8.4. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per the Project development plans or expiration or termination of this Agreement as provided herein.
- 8.5. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.
- 8.6. In the event that legal action is required in order to enforce the terms of this Agreement, the prevailing party shall be entitled to receive from the faulting party any costs and attorney's fees incurred in enforcing this Agreement from the defaulting party.
- 8.7. This Agreement constitutes the entire agreement between the parties. No changes or modifications may be made in this Agreement except in writing signed by both parties.
- 8.8. The requirements, obligations and conditions contained within this Agreement shall be binding upon Developer, its successors and assigns, and if different than Developer, the legal title holders and any ground lessors. All rights granted hereunder to Developer shall inure to the benefit of the Developer's successors and assigns, and if different than Developer, the legal title holder and any ground lessors.
- 8.9. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, will continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.
- 8.10. Each Party will execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the conditions to development, and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

- 8.11. The singular will include the plural; the masculine gender will include the feminine; “will” and “shall” are mandatory; “may” is permissive.
- 8.12. The Developer may sell, convey, reassign, or transfer the Property or the Project to another entity at any time.
- 8.13. This Agreement is entered into under the laws of the state of Utah and the parties hereto intend that Utah law shall apply to the interpretation thereof.
- 8.14. No action taken by any Party will be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.
- 8.15. The City will not unreasonably withhold, condition, or delay its determination to enter into any agreement with another public agency concerning the subject matter and provisions of this Agreement if necessary or desirable for the development of the Project and if such agreement is consistent with this Agreement and applicable law. Nothing in this Agreement will require that the City take any legal action concerning other public agencies and their provision of services or facilities other than with regard to compliance by any such other public agency with any agreement between such public agency and the City concerning subject matter and provisions of this Agreement.
- 8.16. Each party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated and to execute, deliver, and perform its obligations under this Agreement.
- 8.17. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by email shall be deemed originally signed copies of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto, having been duly authorized, have executed this Agreement this _____ day of _____, 20__.

Tony L. Cloward Trustee

Nicole Cloward Trustee

Attest:

Grantsville City Recorder

Grantsville City

Approval as to Form:

Grantsville City Attorney

Exhibit A

Description of Property

BOUNDARY DESCRIPTION

A parcel of land, situate in the Northeast Quarter of Section 32, Township 2 South, Range 5 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the northerly line of Main Street, which is located North 88°54'16" West 739.91 feet along the section line and North 34.10 feet from the found witness monument, said monument witnesses the East Quarter Corner of Section 32, Township 2 South, Range 5 West, Salt Lake Base and Meridian, and running:

- thence North 89°07'37" West 128.08 feet along the northerly line of Main Street;
- thence North 0°58'49" East 163.28 feet following extremely close with an existing property line fence;
- thence North 01°18'41" East 117.05 feet along said fence;
- thence North 0°39'54" East 1229.05 feet along said fence;
- thence South 89°53'58" East 168.50 feet;
- thence South 0°39'54" West 1306.87 feet following extremely close with an existing property line fence;
- thence South 0°39'54" West 43.86 feet;
- thence North 89°42'04" West 43.20 feet;
- thence South 0°27'51" West 160.49 feet to the Point of Beginning.

Parcel contains: **247,968 square feet, or 5.69 acres.**

Exhibit B

Depiction of Project

[If there are multiple phases, Exhibit B must include a detailed site plan of the phase seeking initial approval and a general depiction of the remaining area to be developed.]

811

Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

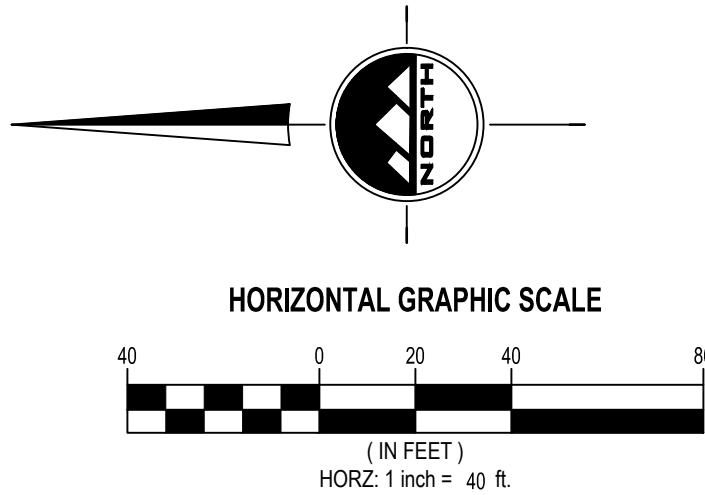
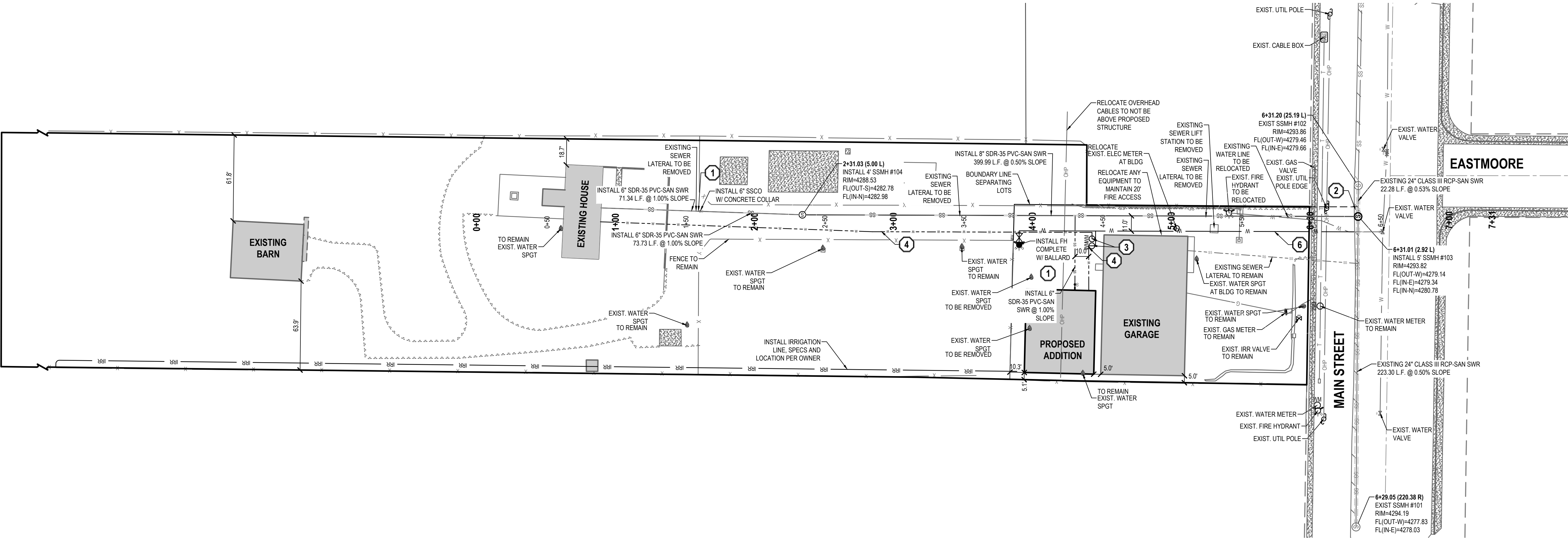
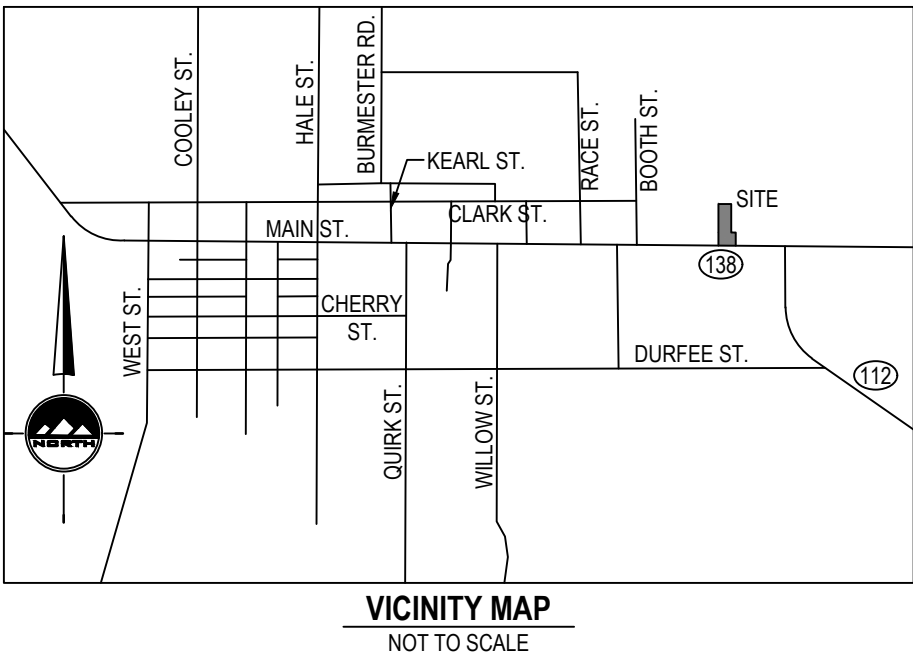
SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.

- 16' SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEANOUTS AT MAXIMUM 100-FOOT SPACING, PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS. LENGTH AND SLOPE PER PLAN.
- CONNECT TO EXISTING SEWER MAIN PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 1" CULINARY WATER METER PER GRANTSVILLE CITY STANDARDS AND SPECIFICATIONS SEE DETAIL 1/C-500.
- 1" CULINARY WATER LATERAL PER GRANTSVILLE CITY STANDARDS AND SPECIFICATIONS.
- NOT USED
- INSTALL 6" C900 PVC CULINARY WATER LINE BEFORE SEWER TO ENSURE ADEQUATE SPACING BETWEEN SEWER AND WATER.

GENERAL NOTES

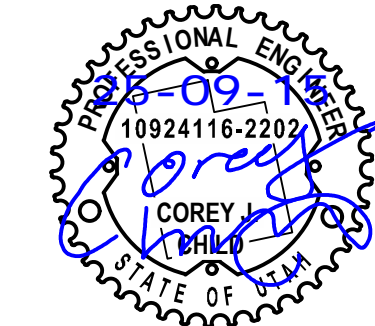
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
- ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
- DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
- THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
- NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
- THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
- UTILITIES OUTSIDE OF THE RIGHT OF WAY ARE PRIVATELY MAINTAINED.



CLOWARD COURT SUBDIVISION

FINAL

713 EAST MAIN STREET
GRANTSVILLE, UTAH



SITE / UTILITY
PLAN

PROJECT NUMBER
9700A

PRINT DATE
07/09/2025

DRAWN BY
M. SANDOVAL

CHECKED BY
D.KINSMAN

PROJECT MANAGER
D.KINSMAN

C-100

Exhibit C

Modifications to Development Standards

1. CS Side Yard Setback for Single Family Home allowed 4 feet from West Side Yard.
2. The Sewer and Water in the private lane as shown in the “Access and Maintenance Easement Agreement” attached as **Exhibit E** will be privately maintained by the property owner, while allowing the City access to the water meters and Fire Hydrant pursuant to the terms of that agreement.
3. The approved conditional permit shall expire June 25, 2026 unless a building permit is applied for and the applicant illustrate substantial construction of the residential dwelling.

Exhibit D

Zoning Modifications

Chapter 16 Commercial And Industrial Districts

16.0 Vehicle Queuing Length Requirements

16.1 Neighborhood Commercial District (C-N)

16.2 Commercial Shopping District (C-S)

16.3 General Commercial District (C-G)

16.4 Central Development District (C-D)

16.5 Light Manufacturing And Distribution District (M-D)

16.6 General Manufacturing District (M-G)

16.7 Mining, Quarry, Sand, And Gravel Excavation Zone (MG-EX)

16.8 Codes And Symbols And Use Table 16.1

Amended 09/18 by Ordinance 2018-16

16.0 Vehicle Queuing Length Requirements

1. Companies with drive-up windows will need to provide a queuing area for vehicles to be approved with their improvement plans.
2. The plan needs to show room for five (5) to twenty (20) vehicles to queue up at the drive-up window based on documentation of similar businesses.

HISTORY

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

16.1 Neighborhood Commercial District (C-N)

(1) The C-N Neighborhood Commercial District is intended to provide for small scale commercial uses that can be located within residential neighborhoods without having significant impact upon residential uses.

Front or Corner Yard15 feet

Interior Side YardNone

If an Interior Side Yard is provided it shall not be less than4 feet (or match the easement width, whichever is greater)

Rear Yard10 feet

Buffer Yards required in accordance with Chapter 9, Landscaping, on any lot abutting a lot in a residential district.

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

HISTORY

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

16.2 Commercial Shopping District (C-S)

(1) The purpose of the C-S Commercial Shopping District is to provide an environment for efficient and attractive shopping center development at a community level scale. Rezone requests for the C-S Commercial Shopping District are encouraged to be included in Planned Unit Developments planned under Chapter 12.

Minimum Lot Size:60,000 sq. ft.

Minimum Width at Front and Rear Setback150 feet

Minimum Yard Setback Requirements:

Front Yard and Corner Side Yard30 feet

Interior Side Yard15 feet

Rear Yard30 feet

Buffer Yards required in accordance with Chapter 9, Landscaping, on any lot abutting a lot in a residential district.

Maximum Building Height45 feet

Access restriction of one driveway per 150 feet of frontage on arterial or major collector streets in order to maintain safe traffic conditions.

Building sides visible from a street shall submit building face plans to the City to review and approve the artistic look of the building that will be seen by the public.

HISTORY

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

Amended by Ord. [2024-42](#) on 1/15/2025

Amended by Ord. [2025-31](#) on 7/9/2025

16.3 General Commercial District (C-G)

(1) The purpose of the C-G General Commercial District is to provide an environment for a variety of commercial uses, some of which involve the outdoor display/storage of merchandise or materials.

Minimum Lot Size:10,000 sq. ft.

Minimum Width at Front and Rear Setback60 feet

Minimum Yard Setback Requirements:

Front Yard and Corner Side Yard10 feet

Interior Side YardNone

If an Interior Side Yard is provided it shall not be less than4 feet (or match the easement width, whichever is greater)

Rear Yard10 feet

Buffer Yards required in accordance with Chapter 9, Landscaping, on any lot abutting a lot in a residential district.

Maximum Building Height45 feet

Building sides visible from a street shall submit building face plans to the City to review and approve the artistic look of the building that will be seen by the public.

HISTORY

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

16.4 Central Development District (C-D)

(1) The purpose of the C-D Central Development District is to provide high intensity public, quasi-public, commercial, office, and multiple-family uses which may center in harmonious relationships based on planned development for mutual benefit. The district shall only allow those uses that are allowed in the R- M-30, R-M-7, C-N, C-S, C-G and M-D districts by conditional use.

(13) Sufficient restroom facilities shall be provided at each location for employee use; and

(14) The applicant shall not begin operations until such time that they enter into a mitigation agreement with Grantsville City addressing the upgrade, construction and maintenance of infrastructure.

16.8 Codes And Symbols And Use Table 16.1

(1) In the following sections of this chapter, uses of land or buildings which are allowed in various districts are shown as "permitted uses," indicated by a "P" in the appropriate column, or as a "conditional use," indicated by a "C" in the appropriate column. If a use is not allowed in a given district, it is either not named in the use list or it is indicated in the appropriate column by a dash, "-". If a regulation applies in a given district, it is indicated in the appropriate column by a numeral to show the linear or square feet required, or by the letter "A". If the regulation does not apply, it is indicated in the appropriate column by a dash, "-". No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the multiple use, agricultural, or rural residential districts except as provided in this Code.

Table 16.1 Use Regulations

USE	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
<u>COMMERCIAL</u>							
Cabinet and Woodworking Mills	-	-	C	C	P	P	-
Bakery, Commercial	-	-	P	C	P	P	-
Blacksmith Shop	-	-	P	C	P	P	-
Carpet Cleaning	-	-	P	C	P	P	-
Commercial Laundries, Linen Service and Dry Cleaning	-	-	P	C	P	P	-
Convenience Store	C	P	P	C	P	P	-
Diaper Service	-	-	P	C	P	P	-
Gas Station (sales and/or minor repairs)	C	P	P	C	P	P	-
Greenhouse for Food and Plant Production	-	-	P	C	P	P	-
Heavy Equipment (Rental)	-	-	-	C	P	P	-
Heavy Equipment (Sales and Service)	-	-	-	C	P	P	-
Laboratory: Medical, Dental, Optical	-	-	P	C	-	-	-
Laboratory: Testing	-	C	P	C	P	P	-
Mini-warehouse	-	-	P	C	P	-	-
Motion Picture Studio	-	P	P	C	-	-	-
Photofinishing Lab	-	P	P	C	P	P	-
Plant and Garden Shop, including outdoor retail sales area	C	C	C	C	-	-	-
Precision Equipment Repair	-	-	P	C	P	P	-

Twin Commercial Units	C	C	C	C	C	C	-
Sign Painting/Fabrication	-	-	P	C	P	P	-
Welding Shop	-	-	P	C	P	P	-
Wholesale Distributors	-	-	P	C	P	P	-
Tobacco Specialty Store: This use is not permitted in any part of the proposed or existing building containing the use is located within 1,000 feet from (a) any school (public or private kindergarten, elementary, middle, charter, junior high, or high school), public park, public recreation facility, youth center, library, or church and (b) any other Tobacco Specialty Store. Distances shall be measured in a straight line, without regard to intervening structures or zoning districts, from a Tobacco Specialty Store structure to the property line of a school, public park, library, church, youth center, cultural activity, residential use, zoning district boundary, or other Tobacco Specialty Store.	-	C	C	C	P	P	-
<u>MANUFACTURING</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Chemical Manufacturing and Storage	-	-	-	-	-	C	-
Concrete Manufacturing	-	-	-	-	-	P	-
Drop-Forge Industry	-	C	C	-	C	P	-
Explosive Manufacturing and Storage	-	-	-	-	-	C	-
Flammable Liquids or Gases, Heating Fuel Distribution & Storage	-	-	-	-	-	P	-
Grain Elevator	-	-	-	-	-	P	-
Bottling Plant	-	-	-	C	P	P	-
Cabinet Making/Woodworking Mills	-	-	-	C	P	P	-
Heavy Manufacturing	-	-	-	-	-	P	-
Incinerator, Medical Waste/Hazardous Waste	-	-	-	-	-	C	-
Industrial Assembly	-	-	-	C	P	P	-
Light Manufacturing	-	-	-	C	P	P	-
Moving and Storage	-	-	-	C	P	P	-
Paint Manufacturing	-	-	-	-	-	P	-
Publishing Company	-	-	-	C	P	P	-
Railcar fabrication, repair and cleaning	-	-	-	-	-	C	C

Recycling Collection Station	-	-	-	C	P	P	-
Recycling Processing Center	-	-	-	C	C	P	-
Rock, Sand, and Gravel Storage and Distribution	-	-	-	-	-	C	C
Truck Freight Terminal	-	-	-	C	P	P	-
Sign Painting/Fabrication	-	-	-	C	P	P	-
Warehousing	-	-	-	C	P	P	-
<u>OFFICE AND RELATED USES</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Financial Institution, without drive through facilities	C	P	P	C	P	P	-
Financial Institution, with drive through facilities	-	P	P	C	P	P	-
Offices	C	P	P	C	P	P	-
Veterinary Offices, operating entirely within an enclosed building and keeping animals	-	-	P	C	P	-	-
<u>RETAIL SALES & SERVICES</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Auction Sales	-	P	P	C	-	-	-
Automobile Repair, Major	-	P	P	C	P	-	-
Automobile Repair, Minor	C	P	P	C	P	-	-
Automobile Sales/Rental and Service	C	P	P	C	C	-	-
Boat/Recreational Vehicle Sales and Service	-	P	P	C	C	-	-
Car Wash	C	P	P	C	P	P	-
Convenience retail store	C	P	P	C	P	P	-
Department Stores	-	P	P	C	-	-	-
Equipment rental, indoor and outdoor	-	P	P	C	P	-	-
Furniture Repair Shop	-	P	P	C	P	P	-
Health and Fitness Facility	-	P	P	C	-	-	-
Large Truck Rental	-	-	P	C	P	P	-
Liquor Store	-	C	C	C	-	-	-
Manufactured Home Sales, Service, and Storage	-	-	P	C	P	-	-
Pawnshop	-	-	P	C	P	-	-
Restaurants, with drive through facilities	C	P	P	C	P	P	-

Restaurants, without drive through facilities	C	P	P	C	P	P	-
Retail Goods Establishments	C	P	P	C	-	-	-
Retail Services Establishments	C	P	P	C	P	P	-
Upholstery Shop	-	P	P	C	P	-	-
<u>RECREATIONAL, CULTURAL, AND ENTERTAINMENT</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Amusement Park	-	P	P	C	-	-	-
Art Gallery	C	P	P	C	-	-	-
Art Studio	C	P	P	C	-	-	-
Commercial Indoor Recreation	-	P	P	C	P	-	-
Commercial Outdoor Recreation	-	P	P	C	P	-	-
Commercial Video Arcade	-	C	C	C	-	-	-
Dance Studio	C	P	P	C	-	-	-
Live Performance Theaters	-	P	P	C	-	-	-
Miniature Golf	-	P	P	C	P	-	-
Movie Theaters	-	P	P	C	-	-	-
Private Club	-	C	C	C	P	-	-
Sexually Oriented Businesses (Amended 4/05)	-	-	-	-	C	-	-
Tavern/Lounge/Brew Pub; more than 5,000 sq. ft. in floor area	-	C	C	C	-	-	-
<u>RESIDENTIAL</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Dwelling Unit (Single Family)	C	C	C	C	C	C	-
Living Quarters for Caretaker or Security Guard	C	C	C	C	C	C	-
<u>INSTITUTIONAL</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Adult Day Care Center	C	P	P	C	P	P	-
Child Day Care Center or Pre-School (a commercial operation) Amended 9/2011	C	P	P	C	P	P	-
Government Facilities	C	P	P	C	P	P	-
Hospital	-	-	P	C	-	-	-
Medical or Dental Clinic	C	P	P	C	P	P	-
Museum	-	P	P	C	-	-	-

Music Conservatory	-	P	P	C	-	-	-
Places of Worship				C			
Schools, Professional and Vocational	C	P	P	C	P	P	-
Schools of higher education, community colleges, off campus facilities	-	-	-	C	C	C	-
<u>MISCELLANEOUS</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Accessory Uses, except those that are otherwise specifically regulated in this Chapter, or elsewhere in this Code	C	P	P	C	P	P	-
Animal Pound (Amended 10/02)	-	-	-	-	-	P	-
Kennel (Amended 10/02)	C	C	-	C	C	C	-
Auditorium	-	P	P	C	-	-	-
Automobile Salvage & Recycling (Indoor)	-	-	-	C	P	P	-
Automobile Salvage & Recycling (Outdoor)	-	-	-	C	C	P	-
Boilerworks	-	-	-	-	-	P	-
Bus Line Terminals	-	-	P	C	P	P	-
Bus Line Yards and Repair Facilities	-	-	-	C	-	P	-
Commercial Parking Garage or Lot	C	C	C	C	C	C	C
Personal Wireless Telecommunication Facilities (Amended 4/02)	-	C	C	C	-	-	-
Communication Towers	-	P	P	C	P	P	-
Communication Towers, exceeding the maximum building height, but not higher than 80 feet	-	-	C	C	C	C	-
Contractor's Yard/Office (with outdoor storage)	-	-	P	C	P	P	-
Crop Production	-	-	P	C	P	P	-
Display Room; Wholesale	-	-	-	C	P	P	-
Farmer's Market	-	P	P	C	P	-	-
Flea Market (indoor)	-	P	P	C	P	-	-
Flea Market (outdoor)	-	P	P	C	P	-	-
Funeral Home	-	P	P	C	-	-	-
Hotel or Motel	-	P	P	C	-	-	-
Limousine Service	-	C	P	C	P	P	-
Outdoor Sales and Display	-	P	P	C	P	-	-

Commercial Storage Units	-	C	C	C	C	C	-
Outdoor Storage	-	-	P	C	P	P	-
Poultry Farm or Processing Plant	-	-	-	-	-	P	-
Public/Private Utility Transmission Wires, Lines, Pipes, and Poles	C	P	P	C	P	P	-
Public/Private Utility Buildings and Structures	C	C	P	C	P	P	-
Radio, Television Station	-	C	P	C	P	P	-
Sewage Treatment Plant	-	-	-	C	C	C	-
Golf Course	-	C	C	C	C	C	-
Ambulance Services dispatching, staging, and maintenance conducted entirely within an enclosed building	-	P	P	C	P	P	-
Vehicle Auction Use	-	-	P	C	P	P	-
Governmental Uses and Facilities	C	C	C	C	C	C	-
Municipal Service Uses, including City Utility Uses, Police and Fire Stations	C	C	C	C	C	C	-
Correctional Facility, Detention Center, Jail, Penitentiary, Prison, Penal Institution (1 -249 beds)	-	-	-	-	C	C	C
Correctional Facility, Detention Center, Jail, Penitentiary, Prison, Penal Institution (250 or more beds)	-	-	-	-	-	-	-
<u>MINING AND EXCAVATION</u>	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
Accessory uses and buildings customarily incidental to conditional uses	-	-	-	-	-	-	C
Agriculture, grazing of animals, raising crops	-	-	-	-	-	-	P
Automobile and truck service station	-	-	-	-	-	-	C
Cast stone, cement, cinder, terra cotta, tile brick, synthetic cast stone, block, pumice stone, and gypsum products	-	-	-	-	-	-	C
Coffee Shop	-	-	-	-	-	-	C
Construction equipment and supply trailer, temporary	-	-	-	-	-	-	C
Construction field office, temporary	-	-	-	-	-	-	C
Convenience store with gasoline sales	-	-	-	-	-	-	C
Gravel and sand excavation:							

1. Commercial operations	-	-	-	-	-	-	C
2. Temporary project specific operations	-	-	-	-	-	-	C
Machine Shop	-	-	-	-	-	-	C
Mines	-	-	-	-	-	-	C
Quarries	-	-	-	-	-	-	C
Parking lot incidental to a use conducted on the premises	C	C	C	C	C	C	C
Parking lot not incidental to a use conducted on the premises	C	C	C	C	C	C	C
Pottery, plaster, incidental plaster, plaster of paris, ceramic, and clay	-	-	-	-	-	-	C
Power generation (electrical) for on-site use							
Solar under 50 kvas	P	P	P	C	P	P	P
Solar 50 kva and above	C	C	C	C	C	C	C
Fuel cells, steam, hydro, or reciprocating engine	C	C	C	C	C	C	C
Wind under 5.9 kva	-	-	-	-	-	-	P
Auxiliary, temporary, wind, with more than 6 kva but less than 10 kva output	-	-	-	-	-	-	P
Fuel cells, steam, hydro, or reciprocating engine with more than 10.5 kva, but less than 150 kva output	-	-	-	-	-	-	C
Steam, hydro, or reciprocating engine with more than 150 kva, but less than 150 kva output	-	-	-	-	-	-	C
Rock crusher/concrete batch plant	-	-	-	-	-	-	C
Truck and freighting operation	-	-	-	-	-	-	C
Truck and heavy equipment service station and repair facility	-	-	-	-	-	-	C
Truck wash	-	-	-	-	-	-	C

Amended 06/02 by Ord. 2002-07, 10/02 by Ord. 2002-20, 10/03 by Ord. 2003-25, 03/05 by Ord. 2005-02, 03/05 by Ord. 2005-03, 06/06 by Ord. 2006-08, 04/07 by Ord. 2007-10, 09/10 by Ord. 2010-21, 09/10 by Ord. 2010-22, 11/10 by Ord. 2010-25, 02/11 by Ord. 2011-01, 02/11 by Ord. 2011-09, 02/11 by Ord. 2011-10, 09/11 by Ord. 2011-28, 09/11 by Ord. 2011-29, 09/11 by Ord. 2011-32, 08/12 by Ord. 2012-13, 03/15 by Ord. 2015-05, 07/16 by Ord. 2016-09

HISTORY

Amended by Ord. [2020-20](#) on 8/5/2020

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

Amended by Ord. [2023-14](#) on 12/6/2023

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

Amended by Ord. [2024-42](#) on 1/15/2025

Amended by Ord. [2025-31](#) on 7/9/2025

Chapter 15 Residential And Multiple Residential Districts

[15.1 Residential District R-1-21](#)

[15.2 Residential District R-1-12](#)

[15.3 Residential District R-1-8](#)

[15.4 Multiple Residential District RM-7](#)

[15.5 Multiple Residential District RM-15](#)

[15.6 Repealed \(Multiple Residential District RM-30\)](#)

[15.7 Codes And Symbols And Use Table 15.1](#)

Amended 09/18 by Ordinance 2018-16

15.1 Residential District R-1-21

(1) The purpose of the R-1-21 district is to promote environmentally sensitive and visually compatible development of lots not less than 21,780 square feet in size, suitable for rural locations. The district is intended to minimize flooding, erosion, and other environmental hazards; to protect the natural scenic character; to promote the safety, and well-being of present and future residents; and ensure the efficient expenditure of public funds.

Minimum Lot Size:21,780 sq. feet
(1/2 acre)

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

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

Minimum Yard Setback Requirements:

Front Yard30 feet.

Rear Yard30 feet

Side Yard for Main Buildings 7.5 ft on one
side and 15 ft on the opposite side.

Side Yard (Amended 4/98)4 feet*

Rear Yard for Accessory Buildings1 foot*

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

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

Maximum Building Coverage20%

Required Improvements:

Street grading

Street base

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

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

15.7 Codes And Symbols And Use Table 15.1

(1) In the following sections of this chapter, uses of land or buildings which are allowed in various districts are shown as "permitted uses," indicated by a "P" in the appropriate column, or as a "conditional use," indicated by a "C" in the appropriate column. If a use is not allowed in a given district, it is either not named in the use list or it is indicated in the appropriate column by a dash, "-." If a regulation applies in a given district, it is indicated in the appropriate column by a numeral to show the linear or square feet required, or by the letter "A." If the regulation does not apply, it is indicated in the appropriate column by a dash, "-." No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the multiple use, agricultural, or rural residential districts except as provided in this Code.

Table 15.1 Use Regulations

C

USE	R-1-8	R-1-12	R-1-21	RM-7	RM-15
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	P
Accessory buildings and uses customarily incidental to permitted uses, when the residential use has not previously been established.	C	C	C	C	C
Accessory buildings and uses customarily incidental to conditional uses.	C	C	C	C	C
The tilling of the soil, the raising of crops, horticulture and home gardening.	P	P	P	P	P
Fruit/Vegetable Stand	-	C	C	-	C
Farm	R-1-8	R-1-12	R-1-21	RM-7	RM-15
Accessory Farm Employee Housing. Each accessory farm employee housing unit must be located on a contiguous parcel that contains at least 10 acres or more for each such unit and which must have at least 10 additional acres if it is located on the same property as the primary residential dwelling.	-	C	C	C	-

Family Food Production and the Raising of Horses. 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 1,000 sq ft of open area ach small sized animal (fully grown) shall have 100 sq ft of open areaThe 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. measured at the nearest corner 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.	-	C	C	C	-
Class "A" Kennel (4-15 animals only). No animal shall be kept, penned, or raised within 100' from any pre-existing residential dwelling located on an lot measured at residence the nearest corner. Each animal shall have a minimum area of 1,000 sq. ft. and must have 4,000 sq ft for each additional animal over 5.	-	C	C	C	-
Sportsman's Permit for 4-6 dogs. No dog shall be kept, penned, or raised within 100' from any pre-existing residential dwelling located on an adjoining lot measured at the nearest corner. Each animal shall have a minimum area of 1,000 sq. ft..	-	C	C	C	C
Raising of Rabbits, Ducks, Chickens (hens only), or Turkeys with not more than six (6) such animals in any combination, provided that appropriate cages, pens, coops, houses, etc. shall be provided for when these animals are kept outdoors. (Amended 04/11, 02/13)	P	P	P	P	P
<u>RESIDENTIAL</u>	R-1-8	R-1-12	R-1-21	RM-7	RM-15
Single-Family Dwellings Detached	P	P	P	P	P
Single-Family Attached Dwellings	P	P	P	P	P
Two-Family Dwelling (Amended 5/97)	-	C	C	P	P
Twin Home Dwellings (Amended 5/97)	-	C	C	C	C

Multiple Family Dwellings	-	-	-	C	C
Congregate Care Facility	-	-	C	C	C
Nursing Care Facility	C	C	C	C	C
Group Home, Small	C	C	C	C	C
Group Home, Large	C	C	C	C C	
Transitional Treatment Home, Small	C	C	C	C	C
Mobile Home Parks	-	-	-	C	C
Mobile Home Subdivisions	C	C	C	C	C
Residential facilities for handicapped or elderly	P	P	P	P	P
HOME OCCUPATION	C	C	C	C	C
Household pets, other than Sportsman Permit	P	P	P	P	P
<u>INSTITUTIONAL</u>	R-1-8	R-1-12	R-1-21	RM-7	RM-15
Adult Day Care Center	-	-	C	C	P
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	C	C
Commercial Day Care Center (not in a home) no more than 20 children at any one time	-	C	C	-	P
Child Day Care Facility (a commercial operation, not in a home, no more than 100 children at any one time)	-	-	C	-	P
Hospital	-	-	-	-	C
Medical or dental clinic	-	C	C	-	C
Places of Worship	C	C	C	C	C
Preschool (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	C	C
Preschool (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)	-	-	C	-	C

Private educational institution having a curriculum similar to the public schools, grades K-12	C	C	C	C	C
Schools of higher education, community colleges, off campus facilities	-	-	C	-	C
Schools, professional and vocational	-	-	C	-	-
<u>POWER GENERATION</u>	R-1-8	R-1-12	R-1-21	RM-7	RM-15
Solar	P	P	P	P	P
<u>RECREATION, CULTURAL & ENTERTAINMENT</u>					
Private Recreational Grounds and Facilities not open to the public, in which no admission charge is made	C	C	C	C	C
Natural Open Space Areas	P	P	P	P	P
Community & Recreation Centers	C	C	C	C	C
Parks and Playgrounds, Public and Private	P	P	P	P	P
Pedestrian Pathways, Trails & Greenways	P	P	P	P	P
Community Gardens	P	P	P	P	P
<u>MISCELLANEOUS</u>	R-1-8	R-1-12	R-1-21	RM-7	RM-15
Public/Private Utility Transmission Wires, Lines, Pipes and Poles	P	P	P	P	P
Public/Private Utility Buildings and Structures	C	C	C	C	C
Cemetery	C	C	C	C	C
Golf Course	C	C	C	C	C
Government Uses and Facilities	C	C	C	C	C
Municipal Service Uses, including City utility uses, Police and Fire Stations	C	C	C	C	C
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
Correctional Facility, Detention Center, Jail, Penitentiary, Prison, Penal Institution (1 -249 beds)	-	-	-	-	-

Correctional Facility, Detention Center, Jail, Penitentiary, Prison, Penal Institution (250 or more beds)	-	-	-	-	-
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Amended 08/02 by Ord. 2002-15, 10/02 by Ord. 2002-20, 02/09 by Ord. 2008-43, 02/11 by Ord. 2010-27, 04/11 by Ord. 2011-14, 08/11 by Ord. 2011-26, 09/11 by Ord. 2011-30, 09/11 by Ord. 2011-31, 09/12 by Ord. 2012-16, 03/15 by Ord. 2015-05

HISTORY

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

Amended by Ord. [2025-05](#) on 1/30/2025

Amended by Ord. [2025-31](#) on 7/9/2025

Exhibit E

Access and Maintenance Easement Agreement

When Recorded, Return to:

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

TOOELE COUNTY PARCEL NO.: 23-009-0-0001, 23-009-0-0003, 23-009-0-002

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tony L. Cloward and Nicole Cloward, UTAH, a Living Trust (“**Grantor Trustee**”), and Grantsville City, a municipal corporation of the State of Utah (“**City**”) hereby enter into this Access and Maintenance Easement Agreement (“**Agreement**”) and agree as follows:

1. Grant of Easement. Grantor Trustee hereby grants and conveys the following to City:

- a. **Permanent Easement.** A permanent easement and right-of-way (“**Easement**”) for the operation, maintenance, repair, alteration, enlargement, inspection, relocation, and replacement of water (including meters accessible to the City), sewer, and fire suppression facilities and associated facilities related thereto, on over, under and across real property owned by Grantor Trustee as depicted on **Attachment 1**, which is more particularly described as follows:

(Lots 1, 2, and 3 of the Cloward Court Minor Subdivision, together with the 21-foot access easement and public utility easement, including the associated hammerhead turnaround, as dedicated and shown on the Cloward Court Subdivision Final Plat recorded as Entry No. 586495 in the Office of the Tooele County Recorder.)

(the “**Property**”)

Together with all necessary and reasonable rights of ingress, egress, and access across the Property and the right to excavate and refill ditches and trenches for the operation, maintenance, repair, and replacement of the above-mentioned facilities and to remove trees, shrubbery, undergrowth or other obstructions interfering with the operation, maintenance, repair, and replacement of said underground facilities.

2. General Terms

- a. City shall have the right, but not the obligation, to use said Property for the purposes for which the Easement is granted, provided that such use shall be limited to those maintenance activities which are deemed necessary to protect the City’s ability to

operate its services including water, sewer, and fire suppression, including maintaining reasonable access to any fire hydrants located in the Easement.

- b. Grantor Trustee shall be solely responsible for the activities and costs associated with the installation, operation, maintenance, repair, and replacement of the above-mentioned facilities except to the extent operating the fire hydrant and/or water meters through the appropriate City authorities is an ordinary cost borne by the City.
- c. Prior to conducting any maintenance or repair work on the facilities in the Easement, the City shall request Grantor Trustee conduct the same and provide a reasonable opportunity for Grantor Trustee to conduct those activities itself in accordance with this Agreement. Notwithstanding the foregoing, in the event of an emergency, the City is not required to provide advance notice of access or operations.
- d. Grantor Trustee shall have the right to use said Property provided such use may not interfere with the facilities or with the collection and conveyance of sewage through said facilities, or any other rights granted to the City hereunder.
- e. Grantor Trustee may not build, nor construct or permit to be built or constructed over or across said Easement, any building or other improvements, including concrete or pavement, nor change the contour thereof, without the written consent of City. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Grantor Trustee and the successors and assigns of the City, and may be assigned in whole or in part by City.
- f. Following any entry made under the terms of this Agreement by City, its agents or assigns, City will restore the Property to a reasonable condition existing prior to said entry.

[signature page follows]

IN WITNESS WHEREOF, Grantor Trustee has caused this Access and Maintenance Easement Agreement to be executed this _____ day of _____, 2025.

GRANTOR TRUSTEE

Tony L. Cloward and Nicole Cloward Trustee, UTAH, a Living Trust

Tony L. Cloward Trustee

Nicole Cloward Trustee

STATE OF UTAH)
)
COUNTY OF _____) §

On this ____ day of _____, 2025, before me _____, a notary public, personally appeared _____ proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

WITNESS my hand and official seal.

Notary Public

(*seal*)

IN WITNESS WHEREOF, City has caused this Access and Maintenance Easement Agreement to be executed this _____ day of _____, 2025.

GRANTSVILLE CITY

By: _____

MAYOR

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On this ____ day of _____, 2025, before me, _____, a notary public, personally appeared _____, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his authorized capacity on behalf of Grantsville City.

WITNESS my hand and official seal.

Notary Public

(*seal*)

Attachment 1

Depiction of Sewer, Water, and Fire Hydrant Easement Areas

811

Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

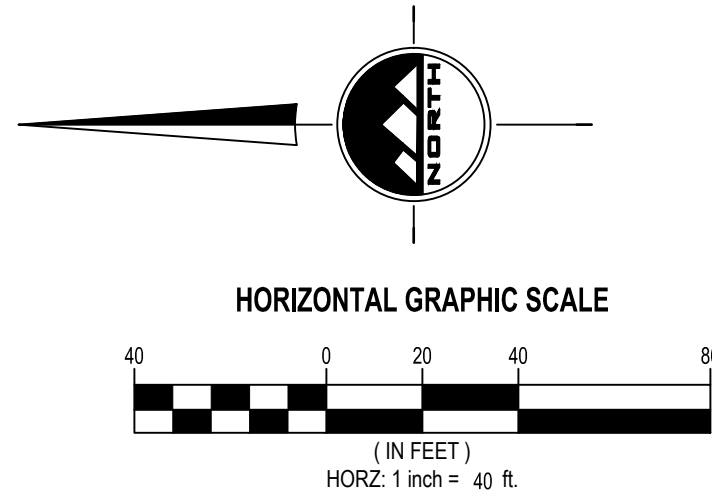
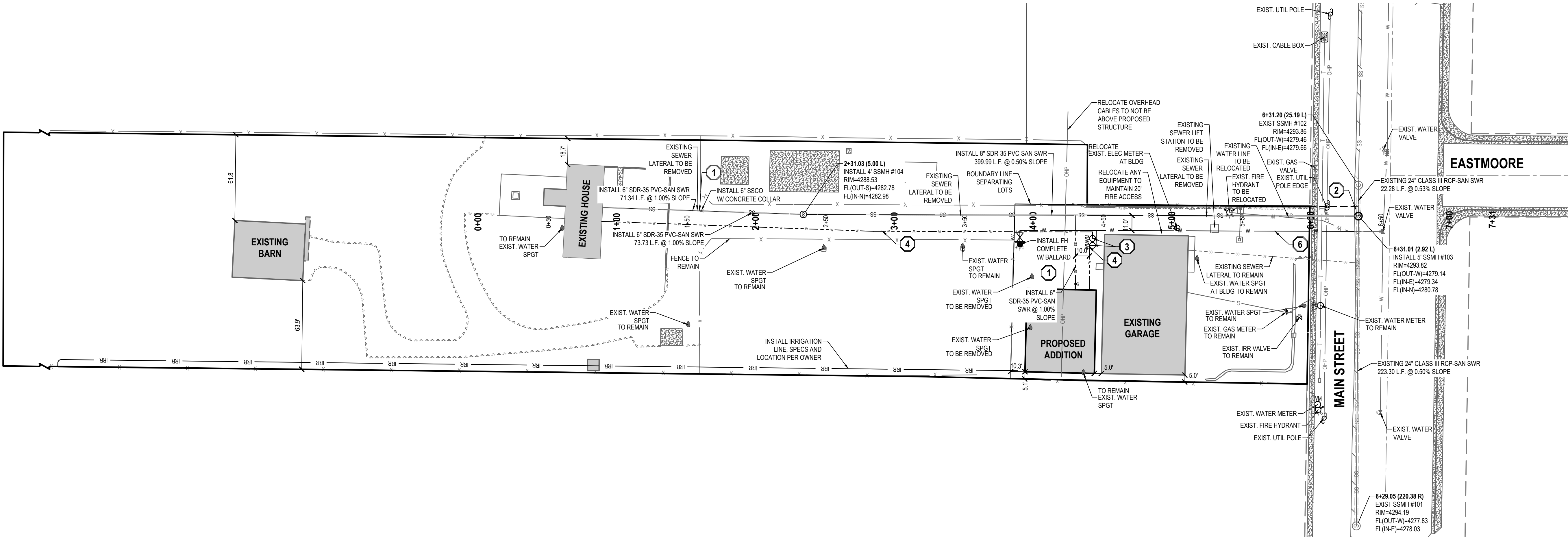
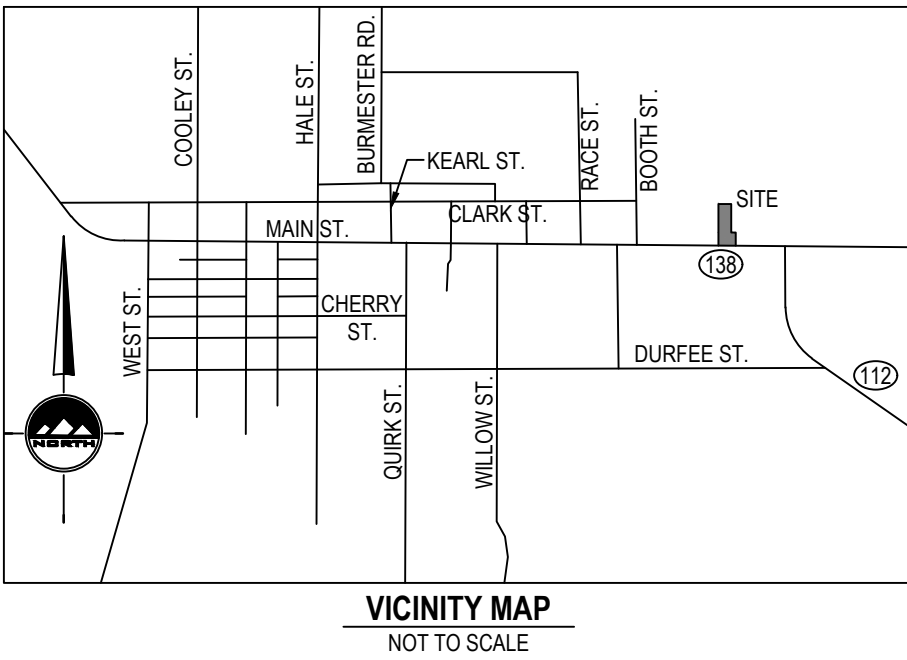
SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS.

- 1
- 6" SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEANOUTS AT MAXIMUM 100-FOOT SPACING, PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS. LENGTH AND SLOPE PER PLAN.
- 2
- CONNECT TO EXISTING SEWER MAIN PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 3
- 1" CULINARY WATER METER PER GRANTSVILLE CITY STANDARDS AND SPECIFICATIONS SEE DETAIL 1/C-500.
- 4
- 1" CULINARY WATER LATERAL PER GRANTSVILLE CITY STANDARDS AND SPECIFICATIONS.
- 5
- NOT USED
- 6
- INSTALL 6" C900 PVC CULINARY WATER LINE BEFORE SEWER TO ENSURE ADEQUATE SPACING BETWEEN SEWER AND WATER.

GENERAL NOTES

- 1
- ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 2
- EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- 3
- ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY STANDARD PLANS AND SPECIFICATIONS.
- 4
- ALL WATER INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
- 5
- DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 6
- PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
- 7
- THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
- 8
- NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
- 9
- THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 10
- THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
- 11
- UTILITIES OUTSIDE OF THE RIGHT OF WAY ARE PRIVATELY MAINTAINED.



CLOWARD COURT SUBDIVISION

FINAL

713 EAST MAIN STREET
GRANTSVILLE, UTAH

SITE / UTILITY
PLAN

PROJECT NUMBER
9700A

PRINT DATE
07/09/2025

DRAWN BY
M. SANDOVAL

CHECKED BY
D.KINSMAN

PROJECT MANAGER
D.KINSMAN

C-100

WWW.ENSIGNENG.COM

FOR:
REIMAX
713 EAST MAIN STREET
GRANTSVILLE, UTAH

CONTACT:
NICOLE CLOWARD
PHONE: 435-241-0410

ENSIGN
THE STANDARD IN ENGINEERING

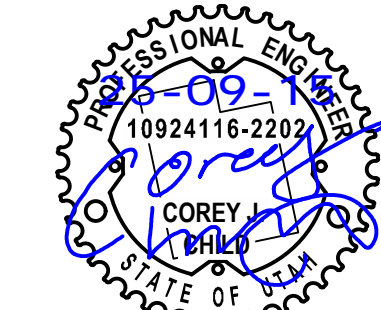
TOOELE
169 N. Main Street, Unit 1
Tooele, UT. 84074
Phone: 435.843.3590

SALT LAKE CITY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.866.1453

RICHFIELD
Phone: 435.896.2983



811

Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

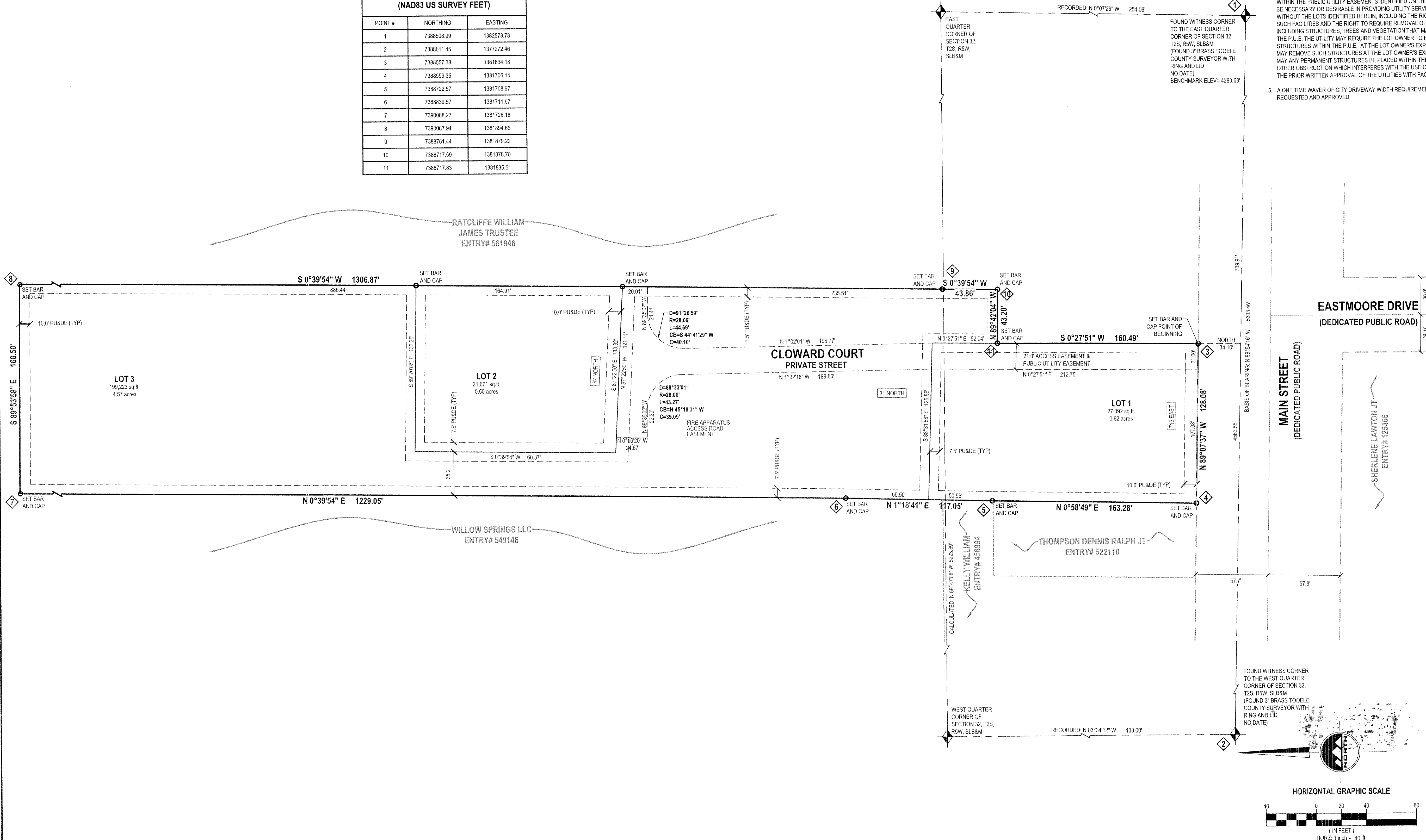
WITNESS CORNER TO THE EAST QUARTER
CORNER OF SECTION 32, TOWNSHIP 2 SOUTH,
RANGE 5 WEST
SALT LAKE BASE AND MERIDIAN
ELEV = 4293.53

CLOWARD COURT SUBDIVISION

FINAL PLAT

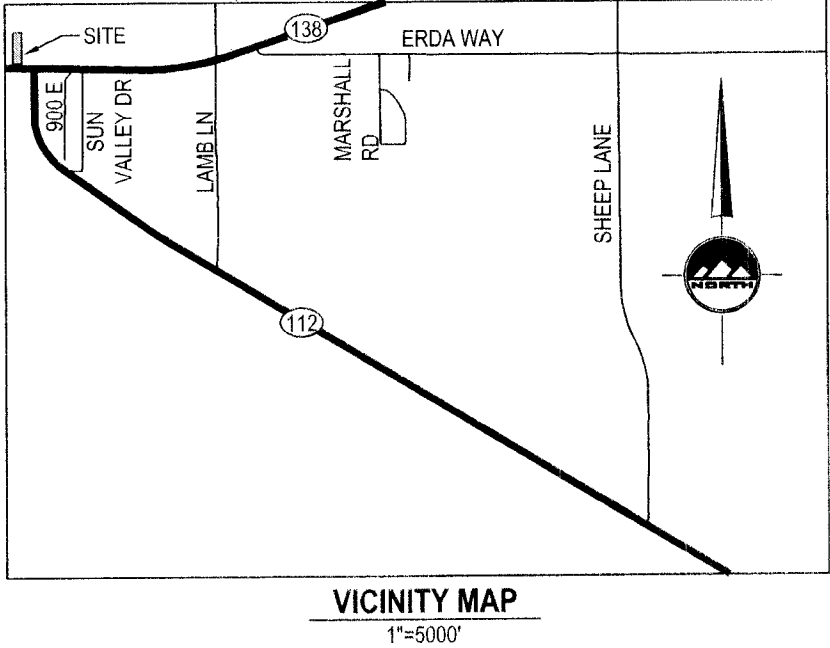
LOCATED IN THE NORTHEAST QUARTER OF SECTION 32
TOWNSHIP 2 SOUTH, RANGE 5 WEST,
SALT LAKE BASE AND MERIDIAN,
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

BOUNDARY STATE PLAN COORDINATE (NAD83 US SURVEY FEET)		
POINT #	NORTHING	EASTING
1	7388508.99	1382573.78
2	7388611.45	1377272.46
3	7388557.38	1381834.18
4	7388559.35	1381706.14
5	7388722.57	1381708.97
6	7388839.57	1381711.67
7	7390068.27	1381726.18
8	7390067.94	1381894.65
9	7388761.44	1381879.22
10	7388717.59	1381878.70
11	7388717.83	1381835.51



NOTES

- ALL PUBLIC STREETS ARE HEREBY DEDICATED TO GRANTSVILLE CITY AS RIGHT-OF-WAY ("R.O.W.") FOR PUBLIC USE.
- NO DRIVEWAYS SHALL BE CONSTRUCTED SO AS TO SLOPE TOWARD ANY STRUCTURES WITHOUT WRITTEN PERMISSION FROM GRANTSVILLE CITY ENGINEER.
- 5/8" X 24" REBAR AND CAP TO BE SET AT ALL LOT CORNERS UNLESS OTHERWISE INDICATED.
- UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.
- A ONE TIME WAIVER OF CITY DRIVEWAY WIDTH REQUIREMENT HAS BEEN REQUESTED AND APPROVED.



SURVEYOR'S CERTIFICATE

I, Douglas J. Kinsman do hereby certify that I am a Professional Licensed Land Surveyor, and that I hold License No. 334575 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots and streets, hereafter to be known as Cloward Court Subdivision, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land, situate in the Northeast Quarter of Section 32, Township 2 South, Range 5 West, Salt Lake Base and Meridian, more particularly described as follows:
Beginning at a point on the northerly line of Main Street, which is located North 88°54'16" West 739.91 feet along the section line and North 34.10 feet from the found witness monument, said monument witnesses the East Quarter Corner of Section 32, Township 2 South, Range 5 West, Salt Lake Base and Meridian, and running:
thence North 89°07'37" West 128.08 feet along the northerly line of Main Street;
thence North 0°58'49" East 163.28 feet following extremely close with an existing property line fence;
thence North 0°18'41" East 117.05 feet along said fence;
thence North 0°39'54" East 123.05 feet along said fence;
thence South 89°05'55" East 168.59 feet;
thence South 0°39'54" West 1306.87 feet following extremely close with an existing property line fence;
thence South 0°39'54" West 43.86 feet;
thence North 89°42'04" West 43.20 feet;
thence South 0°27'51" West 160.49 feet to the Point of Beginning.

Parcel contains: 247,968 square feet, or 5.69 acres.
NOVEMBER 16, 2022
Douglas J. Kinsman
License No. 334575

OWNER'S DEDICATION

Known all men by these present that the undersigned are the owner(s) of the heron described tract of land and hereby cause the same to be divided into lots and streets together with easements as set forth hereafter to be known as:

CLOWARD COURT SUBDIVISION

The undersigned owner(s) hereby dedicate to Grantsville City all those parts or portions of said tract of land on said plat designated heron as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also heretby convey to Grantsville City and to all public utility companies providing service to the heron described tract a perpetual, perpetual non-exclusive easement over the streets, public utility, and drainage easements shown on this plat, the same to be used for drainage and the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also convey any other easements shown on this plat to the parties indicated and for the purposes shown hereon. In witness whereof I have hereunto set my hand this 16th day of February, A.D. 2023.

By: Tony L. Cloward Trustee of The Tony L. Cloward and Nicole Cloward Living Trust Dated December 22, 2016
By: Nicole Cloward Trustee of The Tony L. Cloward and Nicole Cloward Living Trust Dated December 22, 2016

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH J.S.S.
County of TOOELE
On the 16th day of February, A.D. 2023
I, _____, personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: 02-24-2023
NOTARY PUBLIC
RESIDING IN _____ COUNTY.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH J.S.S.
County of TOOELE
On the _____ day of _____, A.D. 20____
I, _____, personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC
RESIDING IN _____ COUNTY.

CLOWARD COURT SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 32,
TOWNSHIP 2 SOUTH, RANGE 5 WEST,
SALT LAKE BASE AND MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER

RECORDED # 580496
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF: Nicole Cloward
DATE: 3/13/2023 TIME: 2:50pm
FEE: \$41.00
Rylisha Ulin Deputy
TOOELE COUNTY RECORDER

CITY PLANNER APPROVAL

APPROVED THIS 16th DAY OF Feb, 2023
BY THE GRANTSVILLE CITY PLANNER
[Signature]

CITY FIRE DEPARTMENT APPROVAL

APPROVED THIS 16th DAY OF Feb, 2023
BY THE GRANTSVILLE CITY FIRE DEPT.
[Signature]

GRANTSVILLE CITY PUBLIC WORKS APPROVAL

APPROVED THIS 17th DAY OF Feb, 2023
BY THE GRANTSVILLE CITY PUBLIC WORKS
[Signature]

PLANNING COMMISSION APPROVAL

APPROVED THIS 16th DAY OF February, 2023
BY THE GRANTSVILLE CITY PLANNING COMMISSION
[Signature]

COUNTY SURVEY DEPARTMENT

APPROVED THIS 23rd DAY OF November, 2022
BY THE TOOELE COUNTY SURVEY DEPARTMENT
[Signature]

TOOELE COUNTY TREASURER

I HEREBY CERTIFY THAT PROPERTY TAXES DUE AND OWNING HAVE BEEN PAID IN FULL THIS DAY OF Nov 28, 2022, 20____
[Signature]
TOOELE COUNTY TREASURER

CITY MAYOR APPROVAL

APPROVED THIS 23rd DAY OF February, 2023
BY THE GRANTSVILLE CITY MAYOR
[Signature]

CITY ATTORNEY'S APPROVAL

APPROVED THIS 16th DAY OF Feb, 2023
BY THE GRANTSVILLE CITY ATTORNEY
[Signature]

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.
[Signature] 2/16/23
GRANTSVILLE CITY ENGINEER

DEVELOPER RE/MAX

713 EAST MAIN STREET
GRANTSVILLE, UT 84074
435-241-0410

SHEET 1 OF 1

PROJECT NUMBER: 9700A
MANAGER: D. KINSMAN
DRAWN BY: J.CID
CHECKED BY: D. KINSMAN
DATE: 11/17/22

LEGEND

EXISTING STREET MONUMENT

PROPOSED STREET MONUMENT TO BE SET

SECTION CORNER

5/8" X 24" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."

P.U.E.

BOUNDARY LINE

ADJACENT PROPERTY LINE

SECTION LINE

CENTER LINE

PUBLIC UTILITY & DRAINAGE EASEMENT

BOUNDARY LINE

ADJACENT RIGHT OF WAY LINE

SECTION LINE

TANGENT LINE

EASEMENT LINE

RIGHT OF WAY LINE

ADJACENT RIGHT OF WAY LINE

TANGENT LINE

AGENDA ITEM #3

Proposed conditional use permit for Kelly Price to have up to twenty-four (24) chickens on her residential property located at 594 Quirk Street, in the R-1-21 zone.

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



STAFF REPORT

To: Grantsville City Planning Commission
From: Shelby Moore, Planning and Zoning Administrator
Meeting Date: *January 6, 2026*
Public Hearing Date: *January 6, 2026*
Re: Proposed Conditional Use Permit for Keeping Chickens
Applicant: Kelly Price
Property Address: 594 Quirk Street
Zoning: R-1-21 (Single-Family Residential District)

AGENDA ITEM

Consideration of a proposed Conditional Use Permit (CUP) to allow **up to twenty-four (24) chickens** on a residential property located at **594 Quirk Street**, within the **R-1-21 zoning district**.

BACKGROUND

The applicant, Kelly Price, is requesting approval of a Conditional Use Permit to keep up to twenty-four (24) chickens on her residential property. The R-1-21 zoning district is intended to preserve low-density residential character while allowing limited agricultural and accessory uses when properly reviewed and conditioned.

Keeping livestock or poultry in residential zones is regulated to ensure compatibility with surrounding residential uses, minimize nuisance impacts, and protect public health and safety. As such, chickens exceeding 6 require Planning Commission review through the CUP process.

A site plan has been submitted identifying the general location of existing structures and the area proposed for chicken keeping.

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

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



APPLICABLE LAND USE CODE PROVISIONS

Title 15 – Zoning Ordinance

R-1-21 Single-Family Residential District – Purpose

The R-1-21 district is intended to provide for single-family residential development on larger lots while allowing compatible accessory and limited agricultural uses subject to review.

Conditional Uses in the R-1-21 Zone

The City's **Use Table** identifies certain agricultural uses, including the keeping of poultry, as **conditional uses** when exceeding established thresholds. Conditional uses require Planning Commission approval to ensure the use:

- Is compatible with surrounding residential properties
 - Does not create odor, noise, or health nuisances
 - Is adequately set back from property lines and dwellings
 - Complies with all supplemental standards
-

Animal and Poultry Regulations

The Land Use Code includes specific standards governing the keeping of chickens, which generally address:

- **6 is the maximum number of chickens are permitted**
- **100-foot setback requirements** for animals and structures
- **Sanitation and maintenance standards**
- **Prohibition of roosters**, if applicable
- **Containment requirements** to prevent roaming

The applicant's request for twenty-four (24) chickens exceeds the by-right allowance and therefore requires a Conditional Use Permit pursuant to the code.

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Conditional Use Permit Review Criteria

In reviewing a CUP application, the Planning Commission must consider whether the proposal:

1. Is consistent with the intent and purpose of the zoning district
 2. Is compatible with surrounding land uses
 3. Will not be detrimental to public health, safety, or welfare
 4. Can be conditioned to mitigate potential impacts
-

SITE CHARACTERISTICS

- The property is developed with a single-family residence and accessory areas typical of the R-1-21 district.
 - Surrounding properties are primarily single-family residential.
 - The submitted site plan shows the general layout of the lot and the area proposed for chicken keeping, allowing staff and the Planning Commission to evaluate separation from neighboring residences.
-

ADDITIONAL SITE DATA AND CODE COMPLIANCE ANALYSIS

Lot Size and Available Area

- The subject property consists of **one (1) acre**.
 - Based on the submitted site plan and existing development, approximately **23,986.2 square feet of gross land area** is available for the proposed chicken keeping area.
 - This area does not include the applicant's dwelling and is intended for outdoor animal use, consistent with code requirements.
-

APPLICABLE LAND USE CODE – SECTION 104

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Family Food Production

Section 104 – Family Food Production allows for the raising of animals for family food production on adequately sized lots in appropriate locations, subject to specific area and separation standards.

Key provisions include:

- **Small Animals (rabbits, poultry, etc.)**
 - At least **500 square feet per animal** shall be provided.
- **Setback Requirement**
 - No animal shall be kept, corralled, penned, or raised **within 100 feet of any pre-existing residential dwelling on an adjoining lot**, measured from the nearest corner.
- **Land Area Calculation**
 - The **gross land area used** for animal keeping may include areas of coops, pens, barns, and other structures accessible to the animals.

The code further notes that raising **rabbits, ducks, chickens (hens only), or turkeys** with more than six (6) animals requires additional review, which is accomplished through the Conditional Use Permit process.

SPACE REQUIREMENT CALCULATION

- **Proposed Number of Chickens:** 24 (hens only)
- **Required Area per Small Animal:** 500 square feet
- **Total Required Area:**
 - $24 \times 500 \text{ sq ft} = \mathbf{12,000 \text{ square feet required}}$
- **Available Area on Site:**
 - **23,986.2 square feet available**

Finding

The property **exceeds the minimum area requirement by approximately 11,986.2 square feet**, providing nearly **double** the land area required by Section 104 for twenty-four (24) chickens.

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SETBACK COMPLIANCE

- Based on the site configuration and proposed location of animal use areas, chickens can be maintained **outside the 100-foot separation** from pre-existing residential dwellings on adjoining lots.
- Compliance with this standard may be reinforced through conditions of approval requiring continued adherence to setback requirements.

STAFF ANALYSIS – SECTION 104 CONSISTENCY

The proposal clearly satisfies the intent and numeric standards of **Section 104 – Family Food Production**:

- The lot size is adequate and exceeds minimum land area requirements.
- The available gross land area supports the number of animals requested.
- The Conditional Use Permit provides an appropriate mechanism to ensure setbacks, sanitation, and ongoing compliance.
- The proposal maintains compatibility with surrounding residential uses while supporting family-scale food production.

RECOMMENDED CONDITIONS (IF APPROVED)

Staff recommends the following conditions, or similar conditions deemed appropriate by the Planning Commission:

1. The number of chickens shall not exceed **twenty-four (24)**.
2. No roosters shall be permitted.
3. All coops and enclosures shall comply with minimum setback requirements of the Land Use Code.
4. Chickens shall be confined to designated enclosures at all times.
5. The property shall be maintained in a clean and sanitary condition to prevent odor, pests, or nuisance impacts.
6. The Conditional Use Permit shall run with the land unless revoked due to noncompliance.
7. Compliance with City Code: All requirements of the Grantsville City Code must be met.
8. Payment of Fees: All fees associated with the permit and future permit must be paid.

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9. Health and Safety Standards: All industry standards regarding health, safety, and welfare regulations must be followed.
 10. State Licensing: The permit holder must maintain current state licensing at all times.
 11. Business License: The permit holder must maintain a current business license at all times.
 12. Scope of Use: The use of the property must remain within the parameters approved in the application. Any expansion of use requires prior approval.
 13. Administrative Review: This permit may be periodically reviewed by the Zoning Administrator and/or reviewed if any complaints are received.
 14. Non-Compliance Consequences: Failure to comply with any of these requirements may result in revocation of the permit.
-

STAFF RECOMMENDATION

Approve the proposed Conditional Use Permit for up to twenty-four (24) chickens at 594 Quirk Street, **subject to conditions**, as the request is consistent with the intent of the R-1-21 zoning district and applicable provisions of the Land Use Code.

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Path or polygon

Click points on the map to draw a path

Perimeter

72.7 m

Area

318.36 m²

Advanced measurements ⓘ

Elevation estimate

Min: 1,338.32 m | Median: 1,338.63 m |

Max: 1,338.83 m

 Save to project

Measurement

Sq Feet (US)

Measurement Result

23,986.2 Sq Feet (US)

Clear

Press CTRL to enable snapping

PRICE KELLY JT
19-034-0-0001
R032622
1 Acres
570 S QUIRK ST

ICONIC DEVELOPM
19-034-0-004
R097668
7.98 Acres

PRICE LIVING TRUST DATED 10/4/2024
19-034-0-0002
R032623
1 Acres
594 S QUIRK ST

RILEY/RIANNA JT
19-034-0-0003
R032624
1 Acres
608 S QUIRK ST

Quirk St

AGENDA ITEM #4

Election of the Planning Commission
Officers..

AGENDA ITEM #5

Approval of minutes from the
December 16, 2025 Planning
Commission Regular Meeting.

Action Summary:

Agenda Item	Item Description	Action
#1	Consideration of a proposed rezone for 587 E Main Street, in the C-D (Commercial Development District) zoning designation, to RM-15 (Multiple residential District) zoning designation.	Approved
#2	Consideration of a proposed rezone for 15 N Center Street and 9 N Center Street, in the RM-15 (Multiple Residential District) zoning designation, to C-N (Neighborhood Commercial District) zoning designation.	Approved
#3	Consideration of the proposed amendments to the Parks and Transportation Capital Facilities Plans (CFPs), Impact Fee Facilities Plans (IFFPs), and Impact Fee Analyses (IFAs) for Grantsville City.	Approved
#4	Approval of minutes from the November 18, 2025 Planning Commission Regular Meeting, and the December 2, 2025 Planning Commission Regular Meeting.	Approved

MINUTES OF THE GRANTSVILLE CITY PLANNING COMMISSION, HELD ON DECEMBER 16, 2025 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:00 P.M.

Commission Members Present: Chair Derek Dalton, Vice-Chair Sarah Moore, Jason Hill, Debra Dwyer, Chris Horrocks

On Zoom:

Commission Members Absent:

Appointed Officers and Employees Present: Community and Development Director Bill Cobabe, City Planner/GIS Analyst Tae-Eun Ko, Planning and Zoning Administrator Shelby Moore, City Attorney Tysen Barker, City Council Member Jeff Williams, Planning and Zoning Administrative Assistant Nicole Ackman, Robert Rousselle consultant with Ensign Engineering, Mayor Neil Critchlow, Deputy Fire Marshal Nicholas Critchlow

On Zoom: City Council member Jake Thomas

Citizens and Guests Present: Sidney Rasher, Derrick Rasher, Robert Rousselle, Regan Richmond, Shane Conner, Michelle Conner, Diana Bunderson, Barry Bunderson, Robert Petersen, Annette Petersen, Linda Storrer, Kristi Lawrence, Alta Calcagno, Michael Whitworth, Maria Whitworth, Derek Church, Melanie Hill, Jeremy Hill

Citizens and Guests Present on Zoom: Unknowns

Commission Chair Derek Dalton called the meeting to order at 7:00 PM.

PUBLIC NOTICE

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Thursday, December 16, 2025 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

- a) **Consideration of a proposed rezone for 587 E Main Street, in the C-D (Commercial Development District) zoning designation, to RM-15 (Multiple residential District) zoning designation.**

No comments

- b) **Consideration of a proposed rezone for 15 N Center Street and 9 N Center Street, in the RM-15 (Multiple Residential District) zoning designation, to C-N (Neighborhood Commercial District) zoning designation.**

Email Received 12/12/2025:

Hi, I am a resident of Grantsville and I also live on Center Street. I am against the potential commercial zoning of 15 N & 9 N Center Street. Please keep Center Street residential only!

Sent from my iPhone

Email Received 12/12/2025:

To Whom It May Concern: I'm reaching out about the consideration of zoning change for 15 N & 9 N Center Street. The Wrathall House, the historic pride of Grantsville, is located right there, and I fear changing the zoning to commercial will cheapen what is a

beautiful look at Grantsville's past and a safe neighborhood for families. Please do not change the zoning.

Sincerely,

Sam B.

Email Received 12/12/2025:

Dear members of the planning and zoning commission,

It would be a disaster to turn 15 N & 9 N Center Street into commercial zoning! The historic home south of these properties is a family home which would be negatively impacted by a zoning change. This street has always been zoned for family homes. Having commercial properties next door to where young children live and play would be dangerous! Thank you for your careful consideration of the above.

Sincerely,

Geraldine Tolman Coombs

Email Received 12/12/2025:

Dear Grantsville Zoning Commission,

It has been brought to my attention that the owner of the lots, 15 N Center Street and 9 N Center Street is trying to rezone these properties to a commercial area. This is very concerning to me as a resident of Grantsville City, as a parent and grandmother. Currently, this area is surrounded by residential homes and an elementary school. This area does not need more traffic creating unsafe roads and areas for pedestrians.

I also think Grantsville needs to stick to building new businesses to the business areas and stop creating new random businesses in the middle of residential areas where people live and are trying to have peace and security in a neighborhood.

People move to Grantsville for community not for businesses.

Please consider keeping this property residential and keeping center street a place where home owners feel comfortable and secure.

Thank you,

Mrs. Tippetts.

Email Received 12/12/2025:

To whom it may concern,

I was recently told about the potential rezoning of the empty lots at 15 N Center St. and 9 N Center St. from residential to commercial. As a mother of a young child that attends Grantsville Elementary, I do not think that is a good space for a business. I find the potential for increased traffic to be a huge safety risk. That intersection is already busy often. More people coming and going pose a threat to not only the other vehicles on the road, but the children that walk to and from school. I believe that area of town should remain the friendly small town community neighborhood that it currently is. Please consider this opinion for not only the homeowners nearby that would be most directly affected, but also the parents and children that want to feel comfortable and continue loving where they live!

Thank you for your time,

Jacey Marley

Email Received 12/12/2025:

Members of the Planning and Zoning Commission -

My name is Sidney Rasher. Me and my family live in the historic Wrathall home at 5 N Center Street here in Grantsville. We have owned our home for close to 5 years and have spent over \$100,000 within that time to restore and preserve this important part of Grantsville history (with another \$75,000+ committed to spend just in brick work). We live in an amazing community, have wonderful neighbors and love where we live. Myself and my husband both have lived in Grantsville our entire lives. I was recently appointed to be on the Grantsville Historic Preservation Commission. We take great pride and love our town.

I write to you today to express my strong opposition on the rezoning of lots 9 N & 15 N Center Street. Though we have businesses nearby - the salon, daycare & sweethearts are all on Main Street. Center Street is a residential area with families that would be negatively affected by commercial properties being added here. With the elementary school on the other side of Main Street and no traffic lights on this side of town, most of the day it is very difficult to even turn off of Center Street onto Main. Adding commercial properties to our street would only create more congestion and dangerous traffic.

We try to be understanding and considerate neighbors. We know when the fire station has events or the salon next door gets busy, that people will likely use our personal parking. We have never discouraged this, however it does show that there is a lack of parking and space for the current traffic this street receives. Adding more businesses will create much larger parking issues.

We love our town, we know that growth is inevitable. However we just ask that we can leave the zoning on Center Street how it is. The current zoning allows for multi residential homes. We welcome neighbors and families! Keep our neighborhood a family friendly area.

Our home, The Wrathall House, is on the National Register of Historic Places. The Grantsville Preservation Commission has started talks of creating a Historic District encompassing Center and Clark Street. If the zoning were to change on the 2 lots near our home, it could affect that overall plan and the historic integrity of the surrounding neighborhood.

I appreciate your time and hope that the concerns I bring up can be of value to your decision making process.

- Sidney Rasher

Email Received 12/12/2025:

To whom it may concern,

It has come to my attention that the two lots, 15 N & 9 N Center Street, are in discussion to turn the lots from residential zoning to commercial zoning.

I am against turning the lots to commercial zoning. This is a residential area where there are young children present. Keeping it residential will allow more houses and children. Whereas turning it into commercial property will be an increased risk for our children's safety.

There are already concerns about traffic and adding two businesses on center street will add to the congestion. As a neighbor, I would want that property to stay as a residential zone. It needs to be a neighborhood not a business.

Thank you for your time,

Kayla Cameron

Email Received 12/16/2025:

To whom it may concern:

Please keep this as residential property to maintain a neighborhood. There is always a lot of congestion as it is on this street when the fire dept has events. Let's not add to that and keep businesses on Main St. where they belong. Trying to keep Grantsville a quaint little town is part of its charm that we should keep that way. This property is too small to have

as commercial property. There's not much room there to do anything with. Thanks for your consideration in this matter.

Tischa

Email Received 12/16/2025:

Please keep Center Residential and don't bring office buildings next to one of the most historic and beautiful homes in Grantsville. Grantsville needs to say no to changing the property from Residential to Commercial.

Thanks

Linda Batterman

Email Received 12/15/2025:

I am very concerned about businesses being put up by my house on center st. About 6 or 7 businesses west of the carwash on the Northside of Main are closed. Is that's what is going to happen on center. Businesses brought in disrupt our neighborhood only to fail and become vacant abandoned eyesores?

Michelle

Email Received 12/15/2025:

Hello,

My name is Derrick Rasher. My family and I bought our home at 5 N Center Street a little over 4 years ago. When we bought this home, we bought it with the intent of restoring it to its former beauty. We bought it with the understanding that this piece of Grantsville's history was worth saving to stand as landmark of what Grantsville used to be. In recent years, Grantsville has headed into a direction that detracts from this. The rezoning of 9 and 15 Center street will continue this negative trend that the City has been on. To rezoning these lots to any commercial zoning will distract from the historic significance of our home and the work that we have put into it. In the last 4 years my family and I have spent countless hours and countless dollars to ensure the preservation of history. In the last 4 years we already witnessed the original barn of the Wrathall family torn down without any attempt to salvage or preserve. This has also happened with the small cabin that was where Arby's now stands.

Other points of concern that I have is the fact that small businesses in Grantsville are already struggling while being in mich higher traffic areas. In the strip mall across from Maverick there have been store fronts that have changed hands or remained empty for years. In years past the small restaurant that gas since burned down next to the fire station

changed hands frequently. Are the businesses that would be built on Center Street to face the same future? Why not focus on ensuring the current success of businesses instead of building for more uncertainty?

Derrick Rasher

Mayor Neil Critchlow: Mayor Neil Critchlow was present to comment on this item and asked whether anyone in the public wished to speak on behalf of the item. He then stated that he would speak on the item himself. He explained that he wanted to provide a history of the property and the request. He stated that years ago the zoning had been changed from commercial to RM-15 to allow multiple apartment units on the property. He explained that the applicant was now requesting to change the zoning back to commercial, which was the zoning originally planned for the site. He stated that he thought the Commission would find that history helpful. He added that the zoning change had occurred approximately ten years earlier and that the change had been made for the applicant at that time.

Maria: Maria Whitworth was present to comment on this item and identified herself as a resident of Center Street. She described how her family had made a very intentional decision to build on Center Street after looking at many locations throughout Grantsville while several subdivisions were being developed. She explained that they wanted to live in the center of the community and be in a place where they could contribute, which led them to build on the corner of Center and Clark near the elementary school. She noted that children walked by their home every day and that children often stopped by for snacks or to play basketball. She expressed concern that there was already significant traffic in the area and that it was difficult to access Main Street, and she stated that maintaining neighborhood safety for children walking along Center Street was important to her family. She described the neighborhood as one where residents had intentionally chosen to build or move there, explaining that neighbors cared for one another, held a block party, and were mindful about maintaining their lots, properties, and families. She shared that when they chose to build in the neighborhood, she kept a poem in her home titled The House by the Side of the Road and read a portion of it to illustrate the values that guided their decision, including being part of the community and being a friend to others. She concluded by asking that Center Street remain a place for homes rather than businesses, so families like hers could preserve what they had intentionally built in the neighborhood, and she thanked the Commission for their time.

Shane Conner Shane Connor was present to comment on this item. He explained that he often interacted with neighbors while in their yards or helping with snowplowing. He stated that although speaking publicly was hard and somewhat traumatic, the matter was important to him. He noted that he was a direct descendant of Lucas Johnson, who settled Clover Springs in Rush Valley, and that he had lived in Tooele County for the past 25

years of his 53-year life. He shared that he had lived in many neighborhoods due to his father's military service and his own, among other circumstances. He expressed that this neighborhood was by far his favorite, stating that he could rely on his neighbors. He described observing neighbors like the Lawrences and Whitworths volunteering at the fire department, weeding flower beds, and picking up garbage, and the Hills caring for other people's properties. He explained that these families acted as parenting neighbors at large, ensuring the youth in the neighborhood had a safe place. He shared examples of neighborly support, including the Crawfords making repairs on his roof at no charge while raising a young family, and Kadeen transforming her property from a rundown rental into a beautiful home, personally cleaning the runoff ditch and removing junk. He noted that they had watched the Rashers restore a historic house while raising a young family. He described community traditions, including yearly Center Street neighborhood parties themed on Old Lincoln Highway, which they planned to hold twice a year. He stated that the neighborhood was close-knit, actively supporting the Fire Department and Veterans Park, and maintaining the gravel road for community parking. He acknowledged that the street was already busy due to the school and Fire Department but emphasized that while they enjoyed these community elements, there could be such a thing as too much. He stated that the proposed rezoning would isolate a family from their community, calling it a situation that should never have been brought to the meeting. He emphasized that Grantsville did not need the proposed business location and that the neighborhood did not need it, adding that only one person in town supported it for self-gain rather than community benefit. He affirmed his support for small businesses but opposed small business displacing tax-paying citizens from their neighborhood. He emphasized that the house was a family home from the 1890s, not a business, and asked the Commission to respect it. He thanked the Commission for their time.

Michelle Connor: Michelle Connor was present to comment on this item. She explained that her family had moved into the greenhouse on North Center seven years ago and that what drew them to the home was the charming neighborhood and the small-town feel. She shared that she understood and loved small-town life, having grown up in Lehi, Utah, and recalled experiencing the town's first fast-food restaurant and first traffic light, noting how her hometown had grown into a much larger city with many traffic lights, restaurants, and businesses. She explained that she appreciated how growth in Lehi preserved Main Street, Center Street, and State Street, maintaining the small-town character she had grown up with. She stated that neighbors in Grantsville took pride in their community, noting that her husband raked the gravel for all the neighbors and that they held neighborhood parties. She added that they enjoyed when the town came to their neighborhood for events such as the 4th of July or homecoming parades, while also valuing the quiet of their area most of the time. She expressed concern about the proposed commercial property coming into their neighborhood. She explained that driving west down Main Street in Grantsville past the car wash revealed six or seven

failed businesses with empty buildings or lots that could have been used for other businesses. She questioned whether the same pattern would happen in their neighborhood, turning it into abandoned eyesores. She stated that she loved the small businesses on Main Street and felt that the city should focus on restoring businesses there rather than introducing commercial development into residential neighborhoods.

Alex Grorshownie: Alex Grorshownie was present to comment on this item. He explained that he was speaking on behalf of his neighbor, Katie, and that he lived at 54 North Center Street. He expressed that he loved his neighborhood and that caring for one another and knowing neighbors were there for him was very important. He stated that he was a retired school bus driver and had chosen to spend his remaining years living in Grantsville. He emphasized that people were the lifeblood of a city and that connection and community were important. He expressed concern that if 9 and 15 North Center Street were rezoned to CN, the neighborhood would suffer. He stated that rezoning would isolate the neighbors at 5 North Center Street, which he described as a historic home occupied by a family. He explained that the family deserved peace and security to raise their children in a neighborhood not surrounded by businesses. He stated that the location was not suitable for commercial use and that it would bring more traffic and potential parking issues, which were already problematic. He suggested that there were other locations better suited for businesses if the city desired. He acknowledged that it might not be possible to please everyone but expressed hope that 9 and 15 North Center Street would remain as they currently were. He noted that while business could create more revenue for the city and provide profit for the landowner, sometimes the well-being of families and neighbors was more important than money.

Kristi Lawrence: Kristi Lawrence was present to comment on this item. She explained that her parents were born in Grantsville, she was raised there, and her children were also raised there. She noted that she had lived in the city her whole life and was a business owner in Tooele County, giving her perspective on both what made Grantsville great and the need for growth and development. She expressed that she believed it would be a mistake to zone the lot in question commercial. She explained that the area was the heart of Grantsville and that she had chosen to live there for that reason. She contrasted the charm of historic areas like Center Street with the newer subdivisions of cookie-cutter houses, emphasizing that the true charm of Grantsville lay in its historic homes, such as the house on the corner, which was on the National Registry for Historic Homes and well-known in the community. She stated that preserving the historic home was important to the community and to the family that lived there. She expressed concern that placing multiple businesses next to the historic home would diminish its value and that the home was not suitable for commercial use, such as an Airbnb, because it was structurally a residential home. She emphasized that the family was restoring the home and maintaining it in a way that exemplified the type of neighbor the community wanted. She stated that

while growth and development had a place in Grantsville, there were areas where the value of historic homes should be prioritized over commercial development. She expressed concern about optics, noting that a city employee seeking commercial zoning for their own property could appear self-serving, even if proper procedures were followed. She stressed that the neighborhood was residential and valued as such. She acknowledged that living near Main Street and the fire station was acceptable but noted that there were few lots three or four properties on Main Street in residential areas, and there was no need to convert them to commercial. She concluded by urging the Commission to maintain residential zoning, even for multi-home residential use, and expressed that they wanted families on the street rather than businesses that would not add to the charm or value of the neighborhood.

Sydney Rasher: Sydney Rasher was present to comment on this item and began by expressing emotion, noting that hearing her neighbors speak about their love and care for one another was moving for her. She stated that she was raised in Grantsville and that she, her husband, and their three young children lived in the historic home at 5 North Center Street, next door to the two lots in question. She explained that their home was built in 1898 and was on the National Register of Historic Places. She shared that they had invested over \$100,000 in restoring their home and planned to spend more, emphasizing that their investment was motivated by their love for Grantsville, its history, and their community, rather than financial return. She expressed concern that if the two lots were rezoned to commercial, the decision would prioritize potential profit and personal gain for the property owner while negatively affecting all property owners on the street and surrounding area. She addressed rumors suggesting their house might someday be commercialized, such as being an Airbnb or venue, and clarified that they had no plans to pursue that and that the home's floor plan and other factors made such use impractical. She stated that commercial zoning for the neighboring lots would isolate their home from the rest of the neighborhood. She noted that the street was near existing commercial properties on Main Street, some of which were vacant, struggling to maintain tenants, and lacking in customers, parking, and foot traffic. She emphasized that they had always been understanding and considerate neighbors, allowing people to use their personal parking for fire station events or the nearby salon, but pointed out that adding commercial buildings would reduce available parking. She explained that there were currently no sidewalks on the street, and that if a sidewalk were added alongside commercial buildings, the gravel parking strip nearest to their house, where they currently allowed parking would be eliminated, creating larger issues for the neighborhood. She concluded by stating that they loved their town and understood that growth was inevitable, but she asked that the current zoning remain, which allows for multi-residential homes. She welcomed neighbors and families and requested that the neighborhood remain family-friendly and historically respectful. She thanked the Commission for their time.

Alta Calcagno: Alta Calcagno was present to comment on this item and stated that she had been a resident of Grantsville for 15 years and loved the town. She explained that one of the aspects that attracted her to Grantsville was the small-community feel, which she had been grateful to see maintained over time. She acknowledged that development and growth were part of any town in Utah. She added that she was the chair of the Historic Preservation Commission and had been involved since its establishment over eight years ago. She expressed a passion for historic homes and the history of Grantsville. She explained that rezoning a residential area to commercial use could introduce secondary impacts, including increased traffic, noise, nighttime lighting, and public safety concerns, potentially attracting crime. She stated that these changes could alter the established neighborhood character, exacerbate congestion, and reduce walkability. She noted that nearby residential properties could experience diminished quality of life and potential declines in property values due to spillover effects. While acknowledging that commercial uses could provide additional services and economic activity, she explained that such transitions often place a strain on existing infrastructure, including the lack of sidewalks and parking, and could affect the surrounding community and schools. She emphasized that Main Street contained multiple vacant lots and underutilized buildings, representing a more appropriate and strategic location for commercial growth. She explained that directing new businesses to Main Street would support infill development, leverage existing infrastructure, and minimize adverse impacts on established residential neighborhoods. She stated that concentrating commercial activity along Main Street could help establish a downtown and, if planned intentionally, could support the long-term goal of creating and revitalizing a central core that the city had lost. As chair of the Historic Preservation Commission, she stated that they were very mindful of historic homes and wanted to preserve them and the surrounding areas. She expressed hope that in the future, a historic district could be created to protect additional properties.

Jeremy Hill: Jeremy Hill was present to comment on this item and stated that he lived at 90 North Center Street. He expressed that he was against the rezoning. He added that the Commission should also consider the traffic and activities at the fire station, which already contributed to congestion. He noted that adding a strip mall across the street would create even more traffic and problems. He concluded by observing that everyone on North Center Street who was present was against the rezoning, which he said spoke volumes.

Linda Storrer: Linda Storrer was present to comment on this item and stated that she was not a resident of Center Street, having grown up on Apple Street and lived on the east side of town her entire life. She expressed strong opposition to turning the property into commercial use. She noted that many points she wanted to make had already been addressed and highlighted Jeremy Hill's comments regarding the fire station, Veterans Park, and the elementary school, explaining that those locations already changed the

atmosphere of the area and that adding commercial property would further increase traffic and alter the neighborhood. She emphasized pride in the historic home, noting that it was well-loved and cared for, and stated that isolating the home would make that part of town an eyesore. She shared that she had been inside the home as a child and described it as beautiful and structurally unsuitable for use as a B&B or any other business. She expressed gratitude that the family chose to live in and maintain the home. She added that the optics of rezoning 9 and 15 North Center Street to commercial were concerning, noting negative social media attention and public perception. She stated that approving the rezoning would worsen the community's view of city leadership. She concluded by expressing her desire for better outcomes for all of the community and thanked the Commission.

c) Consideration of the proposed amendments to the Parks and Transportation Capital Facilities Plans (CFPs), Impact Fee Facilities Plans (IFFPs), and Impact Fee Analyses (IFAs) for Grantsville City.

No comment

AGENDA

1. Consideration of a proposed rezone for 587 E Main Street, in the C-D (Commercial Development District) zoning designation, to RM-15 (Multiple residential District) zoning designation.

Regan Richmond was present to answer questions related to the item. Planning and Zoning Administrator Shelby Moore explained that while researching the lot at 587 East Main Street, she discovered an error in the zoning designation. The lot was currently shown as CD on the zoning map but was actually zoned CN. She noted that this discrepancy did not affect potential residential uses but did limit commercial options. She highlighted that the property was part of the city's commercial corridor, surrounded by duplexes and with mixed-use high-density and commercial designation on the future land use map. She also displayed images of the lot and the existing house.

Regan Richmond clarified that the house currently occupied only one half of the double lot and that they were interested in the option to build another residential property rather than pursuing commercial use, which would not fit the surrounding neighborhood. Chairman Dalton acknowledged the item had appeared on previous agendas as a concept proposal, and Richmond confirmed there were no concrete plans.

Vice-Chair Sarah Moore asked if there were any specific plans for the lot, and Regan explained that they hoped to create an affordable home for a local family rather than a rental property or high-end home. Commissioner Dwyer expressed support for residential development in this location, noting that while Main Street could support commercial uses, this particular lot was

more suitable for a small home. Commissioner Hill agreed, seeing no reason to oppose the residential use given the context.

Commissioner Horrocks inquired whether the small home would occupy a separate lot. Shelby confirmed the property was currently a single lot, and Regan explained that the dimensions and location did not accommodate meaningful commercial development. Shelby noted that while the lot was technically commercial, it was being used residentially, and rezoning to RM-15 would allow higher-density residential options.

Chairman Dalton stated that he preferred residential development over commercial on this lot and expressed support for rezoning to RM-15.

Derek Dalton made a motion to recommend approval of the Consideration of a proposed rezone for 587 E Main Street, in the C-D (Commercial Development District) zoning designation, to RM-15 (Multiple residential District) zoning designation. Jason Hill seconded the motion. The vote was as follows: Derek Dalton “Aye”, Sarah Moore “Aye,” Deborah Dwyer “Aye,” Jason Hill “Aye”, Jason Hill “Aye”, Chris Horrocks “Aye,”. The motion was carried unanimously.

2. Consideration of a proposed rezone for 15 N Center Street and 9 N Center Street, in the RM-15 (Multiple Residential District) zoning designation, to C-N (Neighborhood Commercial District) zoning designation.

Barry Bunderson, owner of the two lots at 9 and 15 North Center Street, provided background on the property and the proposed rezone. He explained that he had previously sought feedback from the Planning Commission and City Council regarding potential uses for the lots. He provided a brief history of zoning in the area, noting that state-mandated zoning began in 1996 and that historical maps from 2003, 2008, and 2015 showed the area as CS (Commercial Service). Barry also noted his prior involvement as a private engineer on a project for Doug Higley, the historic home owner, during which Higley rezoned part of the property to RM-15 to create three lots consistent with the general plan.

Barry explained that he acquired the lots during delays caused by the COVID-19 pandemic and had since considered the best use of the property. While acknowledging the residential character of the neighborhood and expressing empathy for the concerns of local residents, he emphasized that the lots have direct access to Main Street and are of interest to commercial businesses. He stated that his intent was to consider what would best serve the overall community rather than pursuing personal profit. Barry noted that he could quickly sell the property for residential development, such as townhomes, but his focus was on community benefit. He also offered to discuss further topics, such as transportation impact fees and the benefits of business-generated tax revenue, if the commission wished.

Commissioner Dwyer addressed Barry and the audience, prefacing her comments by noting she would focus on the specific question at hand regarding potential commercial zoning. She asked Barry if he had any ideas for what type of commercial development he envisioned for the property.

Barry replied that he had no specific plans or buyers in mind. He clarified that he had no contracts, negotiations, or commitments with anyone and that the property was available for purchase at fair market value if someone wished to pursue commercial use.

Commissioner Dwyer then addressed broader concerns raised by residents about the perception of the process, including references to potential backroom deals. She emphasized that, based on her experience, Barry had approached the process transparently and with the intent to benefit the community rather than for personal profit. She praised him for seeking input from the Planning Commission and for considering what would be best for the town.

Commissioner Dwyer shared her background and long-standing ties to Grantsville, explaining that she joined the Planning and Zoning Commission to advocate for residents and support responsible growth. She expressed concern about the town's rapid population increase and reliance on nearby cities, noting that her perspective on the Center Street lots is shaped by her experience and local knowledge. She stated she favored small, locally-owned businesses over higher-density residential development, viewing them as beneficial to the town's economic and social vitality.

Commissioner Hill acknowledged his uncertainty on the issue. He emphasized the importance of considering Grantsville's overall master plan and long-term growth rather than focusing solely on immediate concerns. He noted that the placement of commercial corridors is a key element in the city's long-term planning, which aligned with some points previously raised by Barry.

Commissioner Hill expressed mild concern regarding Barry's acquisition of the property, noting he was aware of its status at the time of purchase. He recognized that he was attempting to revisit or change that designation and appreciated that he had sought input from the Commission. Commissioner Hill explained that he was still weighing the perspectives of community members who had voiced concerns, acknowledging that the property had been rezoned previously and that any change now represented another adjustment.

Barry elaborated on his interest in the property's history, sharing research about the historic home and its original owner, James L. Rathall. Bunderson highlighted Rathall's accomplishments as a successful farmer, business investor, city council member, and school board participant. He read excerpts describing Rathall as a person who "figures more conspicuously and honorably in connection with the business development of Grantsville and Tooele County" and noted his leadership in enterprises that contributed significantly to the community's development.

Barry suggested the Commission might consider Rathall's legacy when making decisions about the property, framing the discussion in terms of what would benefit the broader community rather than individual interests or immediate personal gain. Commissioner Horrocks responded that Barry's historical context addressed his questions and helped clarify the background and significance of the property.

Vice-Chair Sarah Moore noted that while staff had more direct interaction with Barry than the Commission, she aligned with Commissioner Hill's sentiments. She expressed a wish that the Commission could have provided more detailed guidance or options earlier when Barry had presented the concept of a rezone at a previous meet, but recognized that it was not the Commission's role to define development strategies for him.

Vice-Chair Sarah Moore stated that based on her experience with Bunderson, she did not expect extreme development and believed he would pursue a project compatible with the neighborhood. She emphasized that the Commission's role is to serve the community's long-term interests and expressed support for the zoning change. Barry noted that he had consulted neighboring property owners and community members about potential uses, stressing that these discussions were transparent and that he had kept the Mayor informed. Vice-Chair Sarah Moore concluded by addressing common concerns such as traffic or crime, noting these fears had not materialized in past developments, and highlighted the potential benefits of small businesses for the community.

Chairman Dalton acknowledged that property owners generally have the right to use their property as they see fit, but emphasized that rezoning is different. According to the law, the Commission must give careful consideration when a rezone is requested, particularly from residential to commercial.

He expressed concern that the subject property represented a spot zone, surrounded primarily by residential areas. He argued that small commercial uses, such as a print shop or smoke shop, would not meaningfully contribute to the city's long-term commercial development goals, noting that other large commercial areas, including the Twenty Wells property, the Romney Group holdings, and the Shawn Johnson property, already provide significant commercial capacity. He emphasized that this small parcel would not transform Grantsville from a bedroom community into a self-sustaining commercial hub.

Barry clarified the surrounding property uses, noting that commercial buildings adjoined the subject property to the north, west, and east, including a salon and other businesses along Main Street. Chairman Dalton acknowledged these points but maintained his position favoring residential zoning for consistency with the neighborhood.

Commissioner Dwyer asked for clarification regarding the practical implications of rezoning to commercial, specifically whether it would require businesses to occupy the site. Planning and Zoning Administrator Shelby Moore explained that allowed uses depend on the use table and the

future land use plan. Currently, the property could accommodate commercial development with a conditional use permit, or high-density residential up to 10 dwelling units per acre. She noted that a developer could potentially build more than six units per lot under the RM-15 designation, and that conditional use provisions limit the Commission's ability to restrict development unless a negative impact is demonstrated.

Commissioner Dwyer expressed concern that keeping the property residential could still allow high-density development that might not align with community expectations. She acknowledged the potential for small commercial businesses to benefit the area but highlighted the uncertainty and lack of specific plans for commercial development. Chairman Dalton reiterated that approving a commercial rezone would be premature, as it would allow any type of commercial development without a defined plan, contrasting this with a situation in which a specific commercial proposal was presented.

Shelby further clarified that the RM-15 zoning allows 10–15 dwelling units per acre according to the future land use plan. She emphasized that the proposed commercial zoning (CN) is one of the city's most restrictive commercial zones and reviewed the use table showing conditional and permitted uses, noting that not all commercial activities would be allowed.

Mayor Neil Critchlow addressed the Commission, noting that Barry had recused himself from reviewing any plans related to his own property when he was hired as the city's engineer to avoid conflicts of interest.

Barry asked the Commission to consider the broader 15-year vision for Main Street, referencing the city's general plan and future land use maps. Chairman Dalton responded that while commercial uses are generally intended for Main Street, the subject property on Center Street is primarily residential, and practical constraints make it unsuitable for significant commercial development. Planning and Zoning Administrator Shelby Moore highlighted Goal Three of the General Plan, emphasizing a choice between high-density residential development or preserving the potential for low-impact neighborhood commercial use.

Vice-Chair Sarah Moore noted that state law protects property owners from restrictions unless there is clear evidence of egregious impact, emphasizing the importance of balancing landowner rights with community considerations. City Attorney Tysen Barker explained that rezoning is a legislative act requiring legitimate land use purposes and written findings of fact, with public input considered but not determinative.

Sarah Moore made a motion to recommend approval of the Consideration of a proposed rezone for 15 N Center Street and 9 N Center Street, in the RM-15 (Multiple Residential District) zoning designation, to C-N (Neighborhood Commercial District) zoning designation. Jason Hill seconded the motion. The vote

was as follows: Derek Dalton “Nay”, Sarah Moore “Aye,” Deborah Dwyer “Aye,” Jason Hill “Aye”, Chris Horrocks “Nay,”. The motion was carried 3 to 2

3. Consideration of the proposed amendments to the Parks and Transportation Capital Facilities Plans (CFPs), Impact Fee Facilities Plans (IFFPs), and Impact Fee Analyses (IFAs) for Grantsville City.

Planning and Zoning Administrator Shelby Moore introduced the discussion regarding proposed amendments to Grantsville City’s park and transportation Capital Facilities Plans and associated impact fee analyses. Robert Rosselle, consultant with Ensign Engineering, explained that the 2025 Second Amendment included minor adjustments to parks, such as renaming Eastmore Park to Scott Bevan Memorial Park with ADA improvements, and reclassifying phased projects at Scenic Slopes for funding flexibility. Transportation updates reflected recent project completions and reclassified Sheep Lane from a planned widening to a rehabilitation project, reducing associated costs by approximately \$2,700, since UDOT is not currently widening SR 112 and 138 and industrial growth in the area remains limited.

Robert described the methodology for calculating impact fees, including maintaining a 5% growth rate, evaluating non-capital project costs, and excluding water and sewer adjustments pending the upcoming wastewater treatment plan. He noted the city had shifted from six-year to annual amendments to ensure fees remain current and recoverable for new development projects. Impact fees were based on level-of-service standards, with parks at four acres per 1,000 population, and non-residential fees tied to peak-hour trips and developer-submitted traffic studies. Trailer fees were removed due to updated code prohibitions.

Chairman Dalton and Vice-Chair Sarah Moore asked questions regarding the rehabilitation designation for Sheep Lane. Robert and Shelby explained that only additional capacity improvements are impact-fee eligible, standard maintenance or patching is funded separately.

Commissioner Hill raised concerns about the sufficiency of impact fees for road construction quality and the city’s inspection oversight. Community and Development Director Bill Cobabe clarified that impact fees fund new or expanded infrastructure, not remedial repairs, and that developer compliance with specifications affects long-term road performance. Commissioner Hill also emphasized the need to ensure new parks and infrastructure funded by impact fees would not leave the city underfunded.

Vice-Chair Sarah Moore questioned the relevance of comparing Grantsville’s fees to much larger cities. Bill and Robert explained that comparisons are illustrative and no true “apples-to-apples” exists due to variations in city size, development type, and infrastructure needs. Commissioner Hill suggested limiting comparisons to similarly sized cities with comparable demographics, which was supported by other commissioners. The group discussed adjustments to water and

transportation fees, including the Soelbergs Development saving approximately \$200,000 due to negotiated fee adjustments approved by the City Council.

Attorney Tysen Barker clarified the legal framework regarding impact fee adjustments and City Council decisions. He confirmed that the City Council's decision to waive or modify impact fees for the Soelbergs Development was fully within its legislative authority and legally defensible. He emphasized that while such adjustments may appear unconventional, such as occurring late in the process, they remain legitimate under state law.

The Commission discussed the ongoing need to update the plans regularly to ensure impact fees remain equitable, reflect actual project costs, and support city growth without creating undue burden on the general fund.

Jason Hill made a motion to recommend approval of the Consideration of the proposed amendments to the Parks and Transportation Capital Facilities Plans (CFPs), Impact Fee Facilities Plans (IFFPs), and Impact Fee Analyses (IFAs) for Grantsville City. Sarah Moore seconded the motion. The vote was as follows: Derek Dalton "Nay", Sarah Moore "Aye," Deborah Dwyer "Aye," Chris Horrocks "Aye", Jason Hill "Aye." The motion was carried 4 to 1.

4. Approval of minutes from the November 18, 2025 Planning Commission Regular Meeting, and the December 2, 2025 Planning Commission Regular Meeting.

Derek Dalton made a motion to approve the Planning Commission Regular Meeting Minutes from November 18, 2025. Sarah Moore seconded the motion. The vote was as follows: The vote was as follows: Derek Dalton "Aye", Sarah Moore "Aye," Deborah Dwyer "Aye," Chris Horrocks "Aye", Jason Hill "Aye." The motion was carried unanimously.

Derek Dalton made a motion to approve the Planning Commission Regular Meeting Minutes from December 2, 2025. Sarah Moore seconded the motion. The vote was as follows: Derek Dalton "Aye", Sarah Moore "Aye," Deborah Dwyer "Aye," Chris Horrocks "Aye", Jason Hill "Aye." The motion was carried unanimously.

5. Report from City Staff.

Planning and Zoning Administrator Shelby Moore reminded the Commissioners that they are required to complete four hours of training before the January 6th meeting

Community and Development Director Bill Cobabe shared insights from his recent attendance at the APA conference, offering observations that could inform the Commission's work. He also reminded the Commissioners that the upcoming meeting would include discussion and potential nominations for chair and vice-chair positions, encouraging members to consider their interest in

serving in those leadership roles. He expressed appreciation for Chairman Dalton's contributions, thanking him for his service and dedication to the Planning Commission.

6. Open Forum for Planning Commissioners.

Chairman Dalton reflected on his three years on the Planning Commission, describing it as a valuable and enjoyable experience. He expressed gratitude for the opportunity to work with a diverse group of knowledgeable individuals, noting that while disagreements occurred, the exchange of ideas had been enriching. He expressed hope that his contributions had been positive and conveyed confidence in the Commission's continued effectiveness. Chairman Dalton briefly mentioned the newly appointed alternate member, noting that a full-time position would eventually be filled, with the new commissioner expected to attend the next meeting.

Chairman Dalton encouraged Commissioners to stay engaged, ask questions, ensure proper procedures are followed, and speak up when concerns arise. He also highlighted the upcoming agenda item on the next City Council meeting regarding the resignation policy, explaining that Commissioners running for City Council must resign, a process that has historically supported successful transitions.

7. Report from City Council.

City Council Member Jake Thomas expressed appreciation to the Planning Commission and to Commissioner Derek Hill for their service. He emphasized the value of public comment, noting that focusing on the issues rather than personal attacks can provide important insights. He encouraged Commissioners to ask questions, engage fully with the issues, and educate themselves before making decisions. He acknowledged that public service is challenging and highly visible but encouraged Commissioners to remain positive, stay engaged, and focus on their work, noting that this approach also helps inform the public.

8. Adjourn. Derek jason

Derek Dalton made a motion to adjourn. Jason Hill seconded the motion. The vote was as follows: Derek Dalton "Aye", Sarah Moore "Aye," Deborah Dwyer "Aye," Chris Horrocks "Aye", Jason Hill "Aye." The motion was carried unanimously. The meeting adjourned at 9:10 p.m.

AGENDA ITEM #6

Report from City staff.

AGENDA ITEM #7

Open Forum for Planning Commissioners

AGENDA ITEM #8

Report from City Council.

AGENDA ITEM #9

Adjourn.