



**GRANTSVILLE CITY
ORDINANCE NO. 2026-02
AN ORDINANCE OF GRANTSVILLE CITY APPROVING A MASTER
DEVELOPMENT AGREEMENT FOR THE CLOWARD COURT
SUBDIVISION, INCLUDING EASEMENT AND ACCESS RIGHTS**

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

WHEREAS, pursuant to Utah Code Title 10, Chapter 9a, and applicable provisions of the Grantsville City Code and the Grantsville Land Use Development and Management Code ("GLUDMC"), Grantsville City ("City") is authorized to enter into development agreements related to land use approvals; and

WHEREAS, the owner and/or developer of the Cloward Court Subdivision ("Developer") has requested approval of a Master Development Agreement ("Agreement") governing development of the subdivision, including easement and access rights necessary for ingress, egress, utilities, drainage, and maintenance; and

WHEREAS, the City Council has reviewed the Agreement and finds that it is consistent with the City's General Plan, the GLUDMC, and applicable provisions of state law, and that approval of the Agreement will protect the public interest while facilitating orderly development;

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

Section 1: Approval of Master Development Agreement.

The Master Development Agreement for the Cloward Court Subdivision, including all exhibits and attachments thereto, substantially in the form presented to the City Council and attached hereto as **Exhibit E**, is hereby approved.

Section 2. Easements and Access.

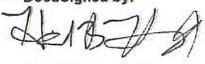
The easements and access rights described in the Agreement are hereby approved, subject to full compliance with the GLUDMC, the Grantsville City Code, and all applicable City standards. Nothing in this Ordinance or the Agreement shall be construed as a waiver, limitation, or surrender of the City's police powers or regulatory authority.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS
7th DAY OF JANUARY, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

DocuSigned by:

7F855CAE5F32437...
By Mayor Heidi Hammond

ATTEST

Signed by:

E01A672E45B44C6...
Alicia Fairbourne, City Recorder

Approved as to Form:

Signed by:

F0409750F096404...
Tysen J. Barker, Grantsville City Attorney

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 Subdivision]

THIS MASTER DEVELOPMENT AGREEMENT WITH EASEMENT AND ACCESS RIGHTS ("**Agreement**") is made and entered as of the 29th day of January, 2026, 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.

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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 CN 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 CN 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.

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- 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 CN 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

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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

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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.

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- 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.

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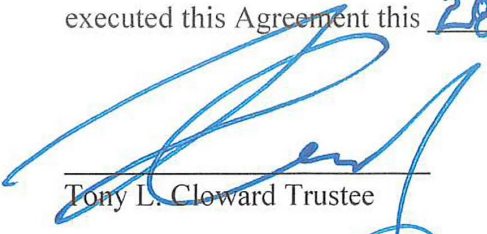
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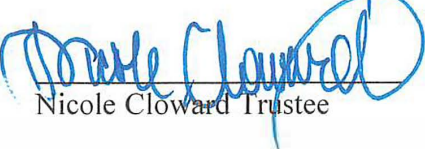
- 8.11. The singular will include the plural; the masculine gender will include the feminine; “will” and “shall” are mandatory; “may” is permissive.
- 8.12. The Developer may sell, convey, reassign, or transfer the Property or the Project to another entity at any time.
- 8.13. This Agreement is entered 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]

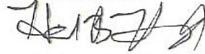
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IN WITNESS WHEREOF, the parties hereto, having been duly authorized, have
executed this Agreement this 20th day of January, 2020


Tony L. Cloward Trustee


Nicole Cloward Trustee

DocuSigned by:



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Heidi Hammond, Grantsville City Mayor

Attest:

Signed by:



F01A672FA6B44C6...

Alicia Fairbourne, Grantsville City Recorder

Approval as to Form:

Signed by:



F0489758F89C494...

Tysen Barker, Grantsville City Attorney

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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.

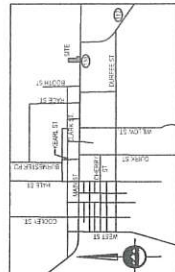
Parcel contains: **247,968 square feet, or 5.69 acres.**

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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.]

[illegible]

A horizontal graphic scale is shown, with markings from 0 to 18. Below the scale is a logo for 'KAMEN' featuring a stylized mountain peak inside a circle, with a vertical line passing through the center.

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Exhibit C

Modifications to Development Standards

1. CN 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.

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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

HISTORY

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

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 each small sized animal (fully grown) shall have 100 sq ft of open area. The area of stables, barns and pens accessible to regulate animals may count towards the open area requirements. No animal shall be kept, corralled, penned, or raised within 100' from any pre-existing residential dwelling located on an adjoining lot. 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
RESIDENTIAL	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*

Grantsville City – Master Development Agreement
Page **13** of **13**

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.

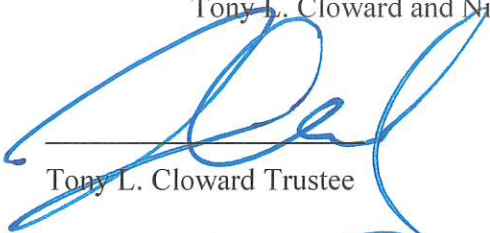
- b. Grantor Trustee shall be solely responsible for the activities and costs associated with the installation, operation, maintenance, repair, and replacement of the above-mentioned facilities except to the extent operating the fire hydrant and/or water meters through the appropriate City authorities 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 28th day of January, 2025 6:00 PM

GRANTOR TRUSTEE

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

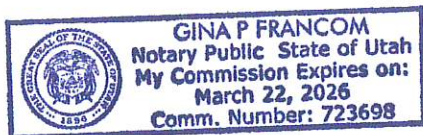

Tony L. Cloward Trustee


Nicole Cloward Trustee

STATE OF UTAH)

COUNTY OF Tooele §)

On this 28 day of January, 2025, before me Gina Francom ^{69F}, a notary public, personally appeared Tony Cloward ^{69F} and Nicole Cloward ^{69F} and 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)

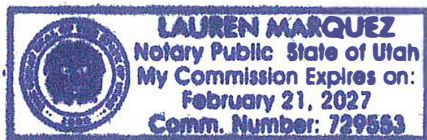
IN WITNESS WHEREOF, City has caused this Access and Maintenance Easement Agreement to be executed this 23rd day of January, 2023. 6 CM

GRANTSVILLE CITY

By: Heidi B. Hammond
Heidi Hammond, MAYOR

STATE OF UTAH)
 TOOELE §
COUNTY OF DAVIS CM)

On this 23rd day of January, 2023, before me, Lauren Marquez, a notary public, personally appeared Heidi Hammond, 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.



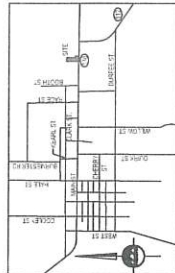
(seal)

WITNESS my hand and official seal.

Jan Marquez
Notary Public

Attachment 1

Depiction of Sewer, Water, and Fire Hydrant Easement Areas

[illegible]

THE STANDARD IN ENGINEERING

TOOELE
169 N. Main Street, Unit 1
Tooele, UT 84074
Phone: 435 643 3590

SALT LAKE CITY
Phone: 801 285 0529

LAYTON
Phone: 801 547 1300

CEDAR CITY
Phone: 435 855 1453

RICHFIELD
Phone: 435 656 2903

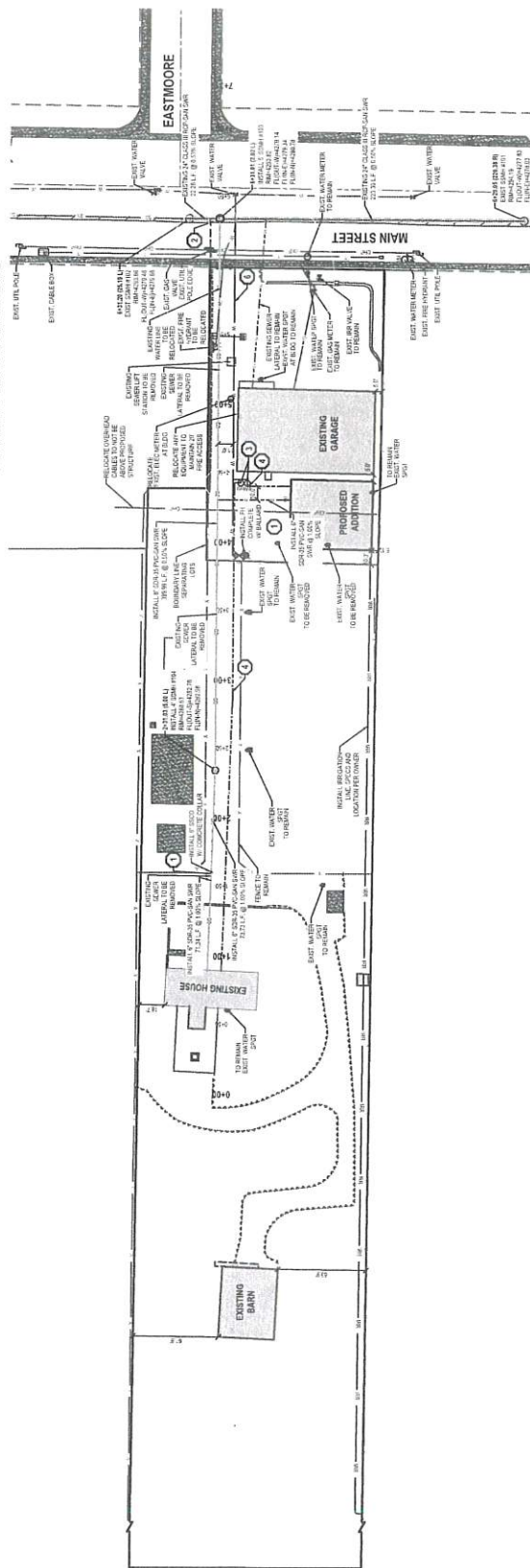
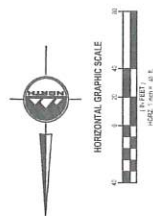
WWW.ENSIONENG.COM

CLOWARD COURT SUBDIVISION
FINAL
713 EAST MAIN STREET
GRANTSVILLE, UTAH

SITE / UTILITY
PLAN

01/11/2014 14:00:00
SANDOWN
01/11/2014 14:00:00
SANDOWN

C-100

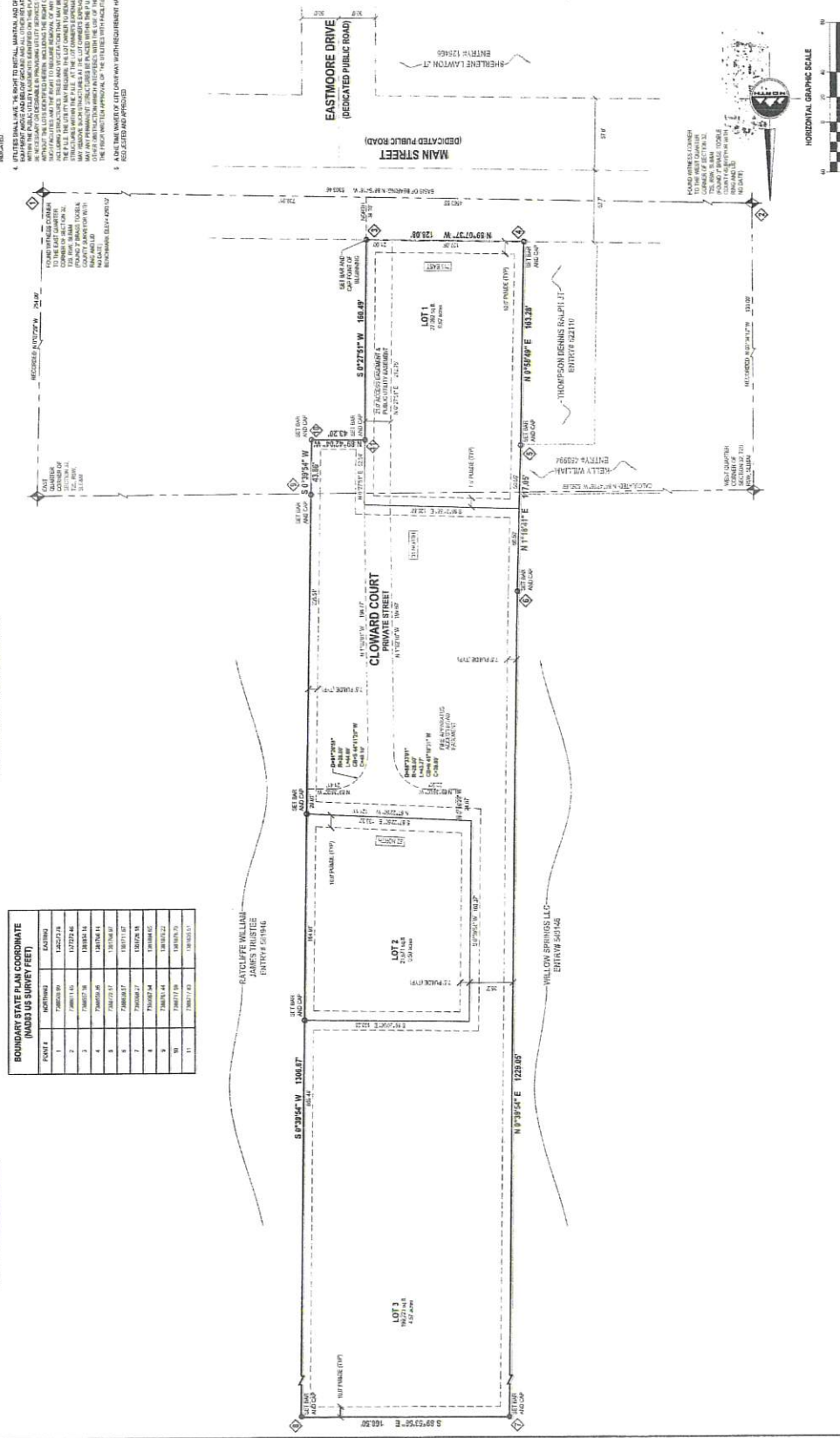


811
Call Before You Dig
Digging without calling 811 can damage underground utilities and is illegal in Utah.

BOUNDARY STATE PLAT COORDINATE (NAD 83 SURVEY FEET)

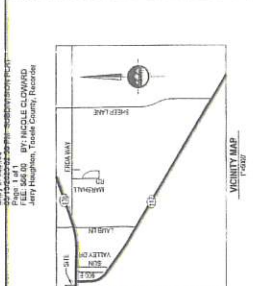
POINT	NORTHING	EASTING
1	7380.00	1000.00
2	7380.00	1000.00
3	7380.00	1000.00
4	7380.00	1000.00
5	7380.00	1000.00
6	7380.00	1000.00
7	7380.00	1000.00
8	7380.00	1000.00
9	7380.00	1000.00
10	7380.00	1000.00
11	7380.00	1000.00

CLOWARD COURT SUBDIVISION
FINAL PLAT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 32
TOWNSHIP 2 SOUTH, RANGE 5 WEST,
GRANTSVILLE CITY, TOOELE COUNTY, UTAH



NOTES

1. THIS PLAT IS THE RESULT OF A SURVEY CONDUCTED BY THE GRANTEE, JAMES THURTELL, JR., FOR THE PURPOSE OF DIVIDING THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 5 WEST, GRANTSVILLE CITY, TOOELE COUNTY, UTAH, INTO THREE (3) LOTS.
2. THE GRANTEE, JAMES THURTELL, JR., HAS BEEN LICENSED BY THE STATE OF UTAH TO CONDUCT SURVEYS.
3. THE GRANTEE, JAMES THURTELL, JR., HAS BEEN LICENSED BY THE STATE OF UTAH TO CONDUCT SURVEYS.
4. THE GRANTEE, JAMES THURTELL, JR., HAS BEEN LICENSED BY THE STATE OF UTAH TO CONDUCT SURVEYS.
5. THE GRANTEE, JAMES THURTELL, JR., HAS BEEN LICENSED BY THE STATE OF UTAH TO CONDUCT SURVEYS.



SURVEYOR'S CERTIFICATE
I, JAMES THURTELL, JR., a duly licensed surveyor in the State of Utah, do hereby certify that the foregoing plat is a true and correct representation of the survey conducted by me, and that the same has been carefully examined and found to be correct in all particulars.

OWNER'S DECLARATION
I, JAMES THURTELL, JR., do hereby declare that the foregoing plat is a true and correct representation of the survey conducted by me, and that the same has been carefully examined and found to be correct in all particulars.

INDIVIDUAL ACKNOWLEDGMENT
I, JAMES THURTELL, JR., do hereby acknowledge that the foregoing plat is a true and correct representation of the survey conducted by me, and that the same has been carefully examined and found to be correct in all particulars.

TOOELE COUNTY RECORDER
I, JAMES THURTELL, JR., do hereby acknowledge that the foregoing plat is a true and correct representation of the survey conducted by me, and that the same has been carefully examined and found to be correct in all particulars.