

PUBLIC NOTICE

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Tuesday, April 7, 2026 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

ROLL CALL

AGENDA

1. Presentation and Discussion: Discussion of a proposed concept for Falcon's Landing Subdivision.
2. Presentation, **Public Hearing**, Discussion, and Consideration: Consideration of a proposed Conditional Use Permit for Patsy Perry, to own and operate BnP Firearms and So Much More, LLC a home-based business involving firearm transfers and related services, located at 176 S Hale Street in the R-1-21 zone.
3. Presentation, **Public Hearing**, Discussion and Consideration: Consideration of a proposed Conditional Use Permit for Cody Johnson to establish Accessory Farm Employee Housing on the property located at 587 E Durfee Street, in the A-10 zone.
4. Presentation, **Public Hearing**, Discussion, and Consideration: Consideration of the proposed Master Development Agreement for Mack Canyon Subdivision located approximately near Mack Canyon Road and SR-138.
5. Presentation, **Public Hearing**, Discussion, and Consideration: Consideration of a proposed General Plan Amendment for parcels 01-065-0-0074, and 01-065-0-0014 to change the land use designation from Mixed-Use Density, High Single-Family Density Residential, and Low Density Residential to Medium Density Residential for the Mack Canyon Subdivision, located approximately near Mack Canyon Road and SR-138.
6. Presentation, **Public Hearing**, Discussion, and Consideration: Consideration of a proposed rezone of parcels 01-065-0-0074, and 01-065-0014 to from R-1-21 to the R-1-12 for the Mack Canyon Subdivision, located approximately near Mack Canyon Road and SR-138.
7. Approval of minutes from the March 17, 2026 Planning Commission Regular Meeting.
8. Report from City Staff.
9. Open Forum for Planning Commissioners.
10. Report from City Council.
11. Adjourn.

Shelby Moore
Zoning Administrator
Grantsville City Community & Economic Development



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meeting.**

Join Zoom Meeting

Join Zoom Meeting: <https://us02web.zoom.us/j/4358843411>

By Phone, Dial: 1-253-215-8782

Meeting ID: 435 884 3411

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

AGENDA ITEM #1

Presentation and Discussion: Discussion of a proposed concept for Falcon's Landing Subdivision.



STAFF REPORT

To: Grantsville City Planning Commission
From: Shelby Moore, Zoning Administrator
Meeting Date: April 7th, 2026

BACKGROUND

The Falcon's Landing Subdivision was previously approved with a layout consisting primarily of attached twin homes. The approved design reflected development standards and housing needs at the time of approval.

During recent staff review and ongoing evaluation of subdivision design and infrastructure, it was identified that extending Wild Rose Drive through the subdivision would significantly improve internal connectivity, traffic circulation, and future development potential in the surrounding area.

PROPOSED CONCEPT CHANGE

With the potential extension of Wild Rose Drive, staff has evaluated how this change impacts the subdivision layout. As a result, staff is proposing a conceptual modification to certain lots within the development.

Specifically:

- Lots identified as **Lots A and B** are currently planned as **attached twin homes**
- Staff is proposing these lots be reconsidered for **detached single-family homes**

This is a conceptual discussion only and does not represent a formal amendment at this time.

ANALYSIS

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1. Street Connectivity & Circulation

Extending Wild Rose Drive creates a more efficient and connected street network. Benefits include:

- Improved emergency access
- Better traffic distribution
- Enhanced long-term subdivision integration with adjacent properties

This change supports sound planning principles and aligns with typical subdivision design standards.

2. Housing Product Mix

Transitioning select lots from twin homes to detached single-family homes introduces greater diversity in housing types. This can:

- Improve neighborhood character
 - Provide additional market flexibility
 - Create a more gradual transition between housing types within the subdivision
-

3. Lot Configuration & Layout Efficiency

The proposed roadway extension alters the geometry of certain lots, making detached homes potentially more suitable for:

- Lot width and depth
 - Street frontage consistency
 - Overall subdivision design cohesion
-

4. Consistency with Planning Goals

The concept appears to support broader planning objectives, including:

- Connectivity and walkability
 - Functional street design
 - Balanced residential development patterns
-

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STAFF RECOMMENDATION

Staff is not requesting formal action at this time. Instead, staff recommends that the Planning Commission provide feedback regarding:

1. The proposed extension of Wild Rose Drive
 2. The potential shift from attached twin homes to detached single-family homes on select lots
 3. Overall support or concerns with the revised subdivision concept
-

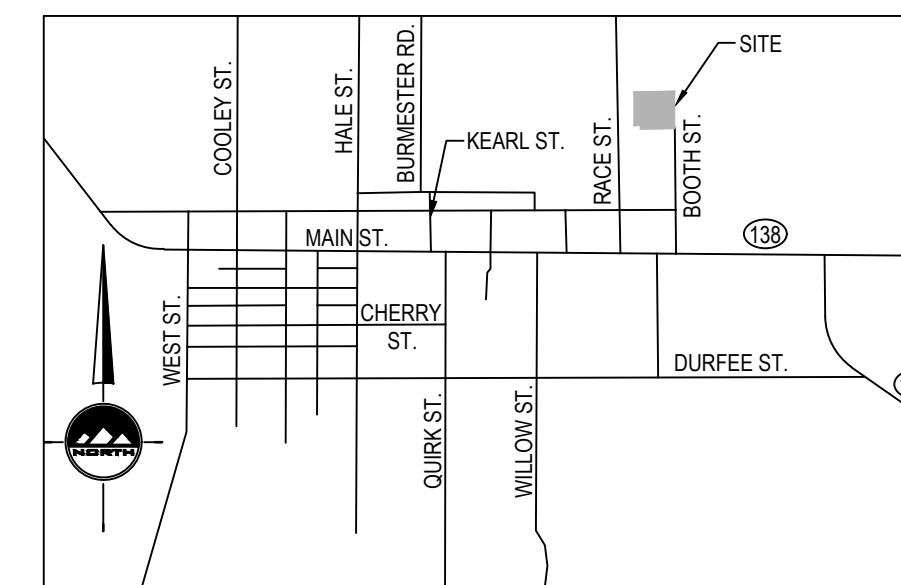
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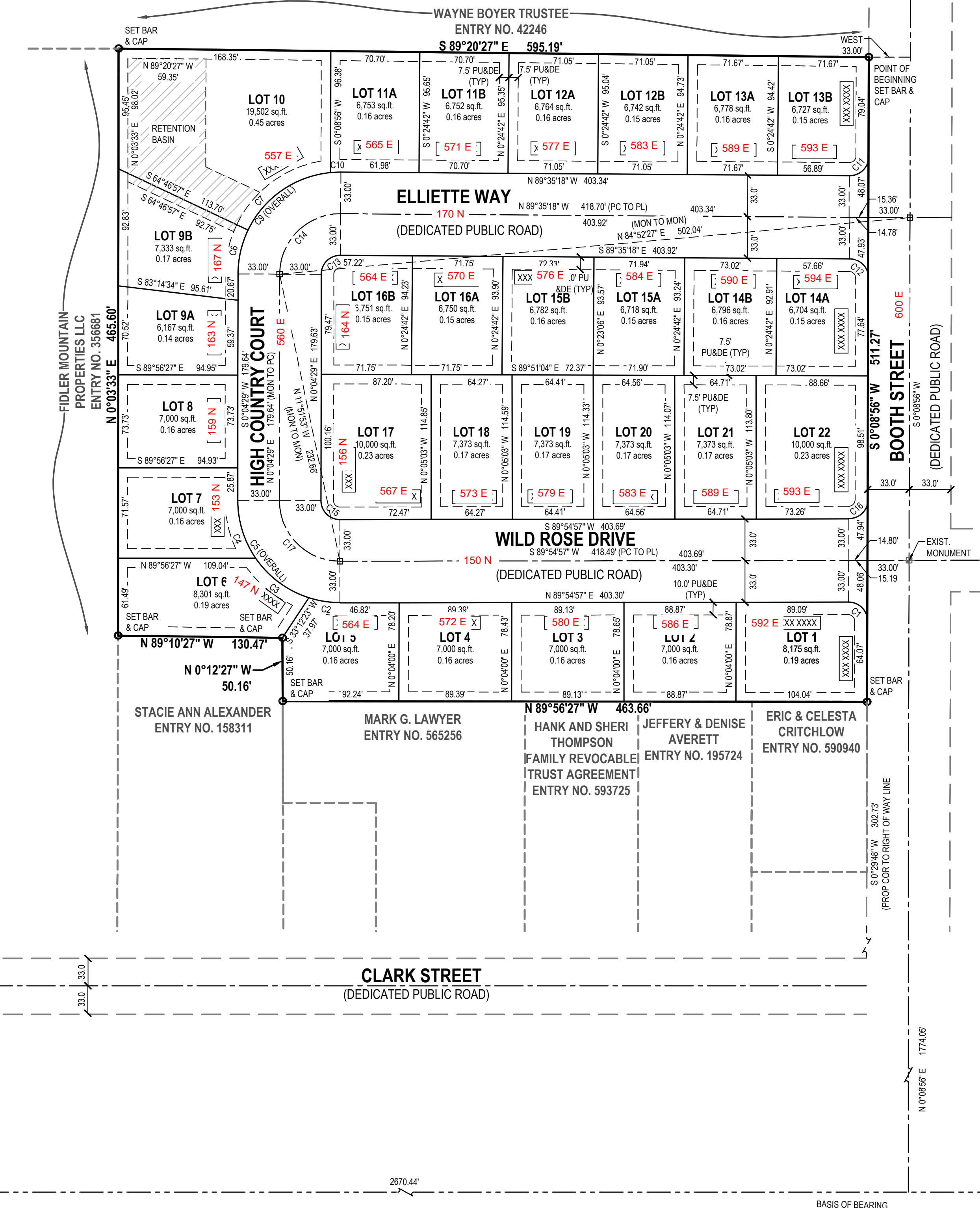
811 CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION. Know what's below. Call before you dig.

FINAL PLAT FALCONS LANDING SUBDIVISION

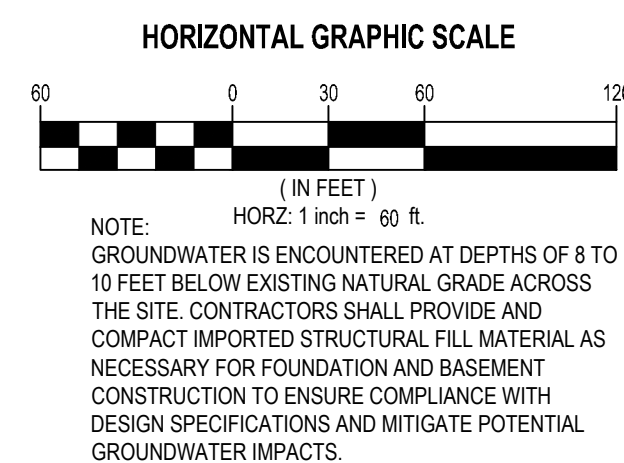
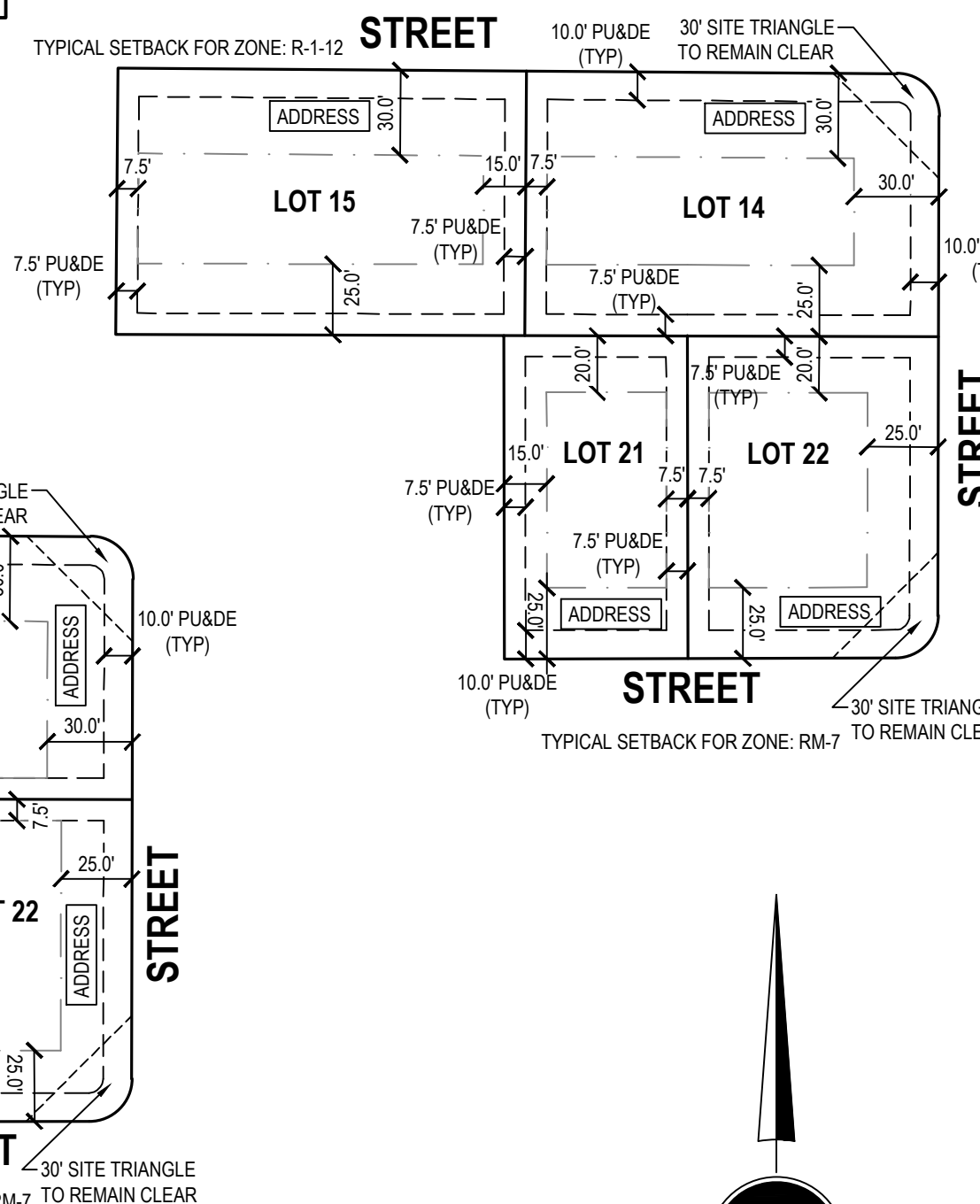
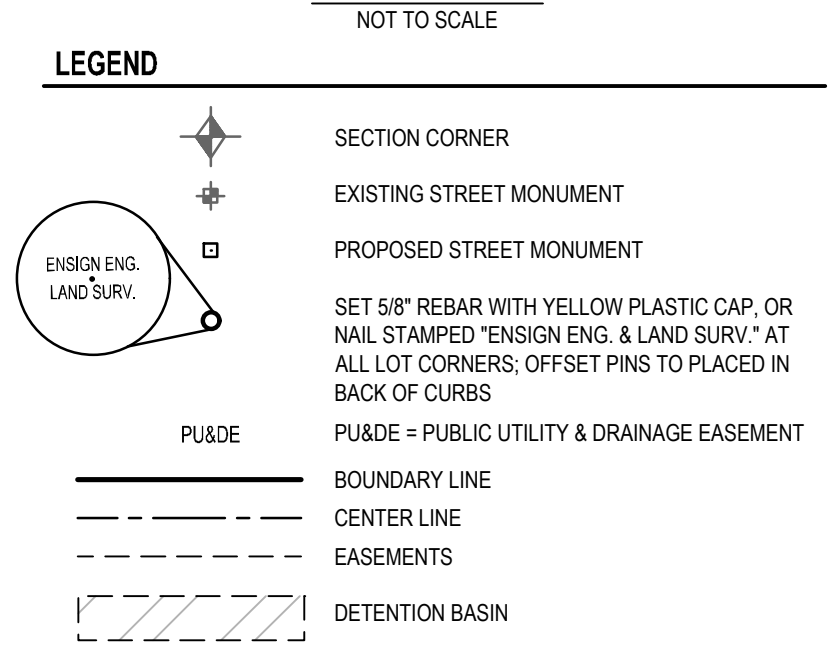
LOCATED IN THE NORTHWEST QUARTER
OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN,
GRANTSVILLE CITY, TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE
I, Douglas J. Kinsman, do hereby certify that I am a Professional 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 22, Township 2 South, Range 5 West, Salt Lake Base and Meridian (The basis of bearing for this survey is North 88°53'23" West 5303.42 feet, which is the measured line between the two witness corners to the East Quarter corner and West Quarter corner of Section 32, Township 2 South, Range 5 West, Salt Lake Base and Meridian) and running thence:
thence South 0°08'56" West (South 0°09'23" West by record) 511.27 feet along the Westerly right-of-way line of Booth Street to intersect the Southerly line of Lot 1, Filton Minor Subdivision, a minor subdivision of the City of Grantsville created by recording of deeds with no recorded plat, said Southerly line of said Lot 1 being determined from the lot corner markers placed by Richard K. Johnson, original surveyor of said Filton Minor Subdivision;
thence North 89°56'27" West (North 89°56'00" West by record) 463.66 feet along said Southerly line to a point on an established fence line the following two (2) courses:
(1) thence North 0°12'27" West (North 0°12'00" West by record) 50.16 feet;
(2) thence North 89°10'27" West (North 89°10'00" West by record) 130.47 feet;
thence South 0°03'33" East (North 0°04'00" East by record) 465.60 feet along an ancient fence line to an ancient fence corner;
thence South 89°20'27" East (South 89°20'00" East by record) 595.19 feet along an ancient fence line, to the Point of Beginning.



CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00	23.62	90°13'59"	N44°58'04"W	21.26
C2	81.00	25.30	17°53'46"	N81°08'10"W	25.20
C3	81.00	53.99	37°54'28"	N53°14'03"W	52.62
C4	81.00	48.56	34°20'49"	N17°06'24"W	47.83
C5 (OVERALL)	81.00	127.45	90°09'03"	N45°00'32"W	114.70
C6	81.00	36.17	25°34'57"	S12°51'17"W	35.87
C7	81.00	83.27	58°54'03"	S55°05'48"W	79.65
C8 (OVERALL)	81.00	127.73	90°20'53"	S45°14'15"W	114.90
C9	81.00	8.29	5°51'52"	S87°28'46"W	8.29
C10	15.00	23.77	90°47'47"	N45°32'59"E	21.36
C11	15.00	23.49	89°44'14"	N44°43'11"W	21.16
C12	15.00	23.65	90°20'42"	S45°14'21"W	21.28
C13	48.00	75.69	90°21'01"	S45°14'11"W	68.09
C14	15.00	23.61	90°09'03"	S44°59'30"E	21.25
C15	15.00	23.50	89°46'01"	N45°10'56"E	21.17
C16	48.00	75.52	90°09'03"	N45°00'32"W	67.97



TOOELE COUNTY TREASURER
I HEREBY CERTIFY THAT PROPERTY TAXES DUE AND OWNING HAVE BEEN PAID IN FULL THIS _____ DAY OF _____, 20____ FOR PARCEL NO. _____
TOOELE COUNTY TREASURER

GRANTSVILLE CITY MAYOR APPROVAL
APPROVED THIS _____ DAY OF _____, 20____ BY THE GRANTSVILLE CITY MAYOR.
GRANTSVILLE CITY MAYOR

GRANTSVILLE CITY FIRE DEPARTMENT APPROVAL
APPROVED THIS _____ DAY OF _____, 20____ BY THE GRANTSVILLE CITY FIRE DEPT.
GRANTSVILLE CITY FIRE CHIEF

GRANTSVILLE CITY IRRIGATION COMPANY APPROVAL
APPROVED THIS _____ DAY OF _____, 20____ BY THE GRANTSVILLE IRRIGATION COMPANY.
GRANTSVILLE CITY IRRIGATION COMPANY

GRANTSVILLE CITY ATTORNEY'S APPROVAL
APPROVED THIS _____ DAY OF _____, 20____ BY THE GRANTSVILLE CITY ATTORNEY.
GRANTSVILLE CITY ATTORNEY

GRANTSVILLE CITY PUBLIC WORKS APPROVAL
APPROVED THIS _____ DAY OF _____, 20____ BY THE GRANTSVILLE CITY PUBLIC WORKS.
GRANTSVILLE CITY PUBLIC WORKS DIRECTOR

GRANTSVILLE CITY PLANNER
APPROVED THIS _____ DAY OF _____, 20____ BY THE GRANTSVILLE CITY PLANNER.
GRANTSVILLE CITY PLANNER

GRANTSVILLE CITY 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.
GRANTSVILLE CITY ENGINEER

TOOELE COUNTY SURVEY DEPARTMENT
APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY SURVEY DEPARTMENT.
RECORD OF SURVEY FILE # _____
TOOELE COUNTY SURVEY DEPT. DIRECTOR

ROCKY MOUNTAIN POWER COMPANY
1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. § 10-9A-603 AND § 17-27A-603(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
(4) ANY OTHER PROVISION OF LAW.
APPROVED THIS _____ DAY OF _____, 20____
ROCKY MOUNTAIN POWER

ENBRIDGE GAS
ENBRIDGE GAS UTAH - NOTE WITH NO EXISTING NATURAL GAS EASEMENT QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSES OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. ENBRIDGE GAS UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT ENBRIDGE GAS UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.
APPROVED THIS _____ DAY OF _____, 20____
QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH

TOOELE COUNTY RECORDER
RECORDED # _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF: _____
DATE: _____ TIME: _____
FEES _____ TOOELE COUNTY RECORDER

FINAL PLAT FALCONS LANDING SUBDIVISION

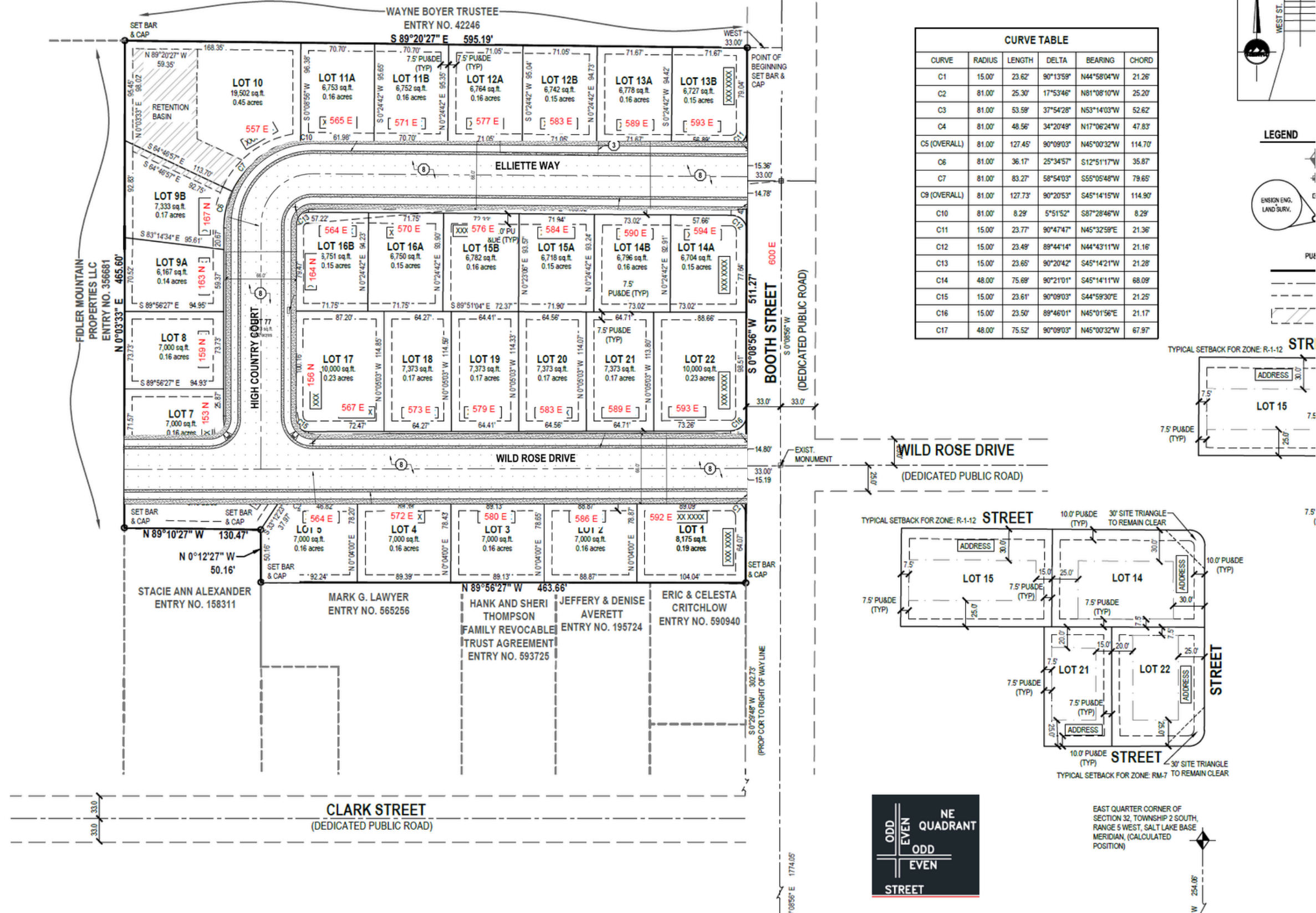
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ENSGN
TOOELE 169 North Main Street Unit 1
Tooele, Utah 84074
Phone: 435.843.3590
Fax: 435.578.0108
WWW.ENSGN.COM

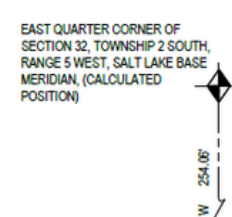
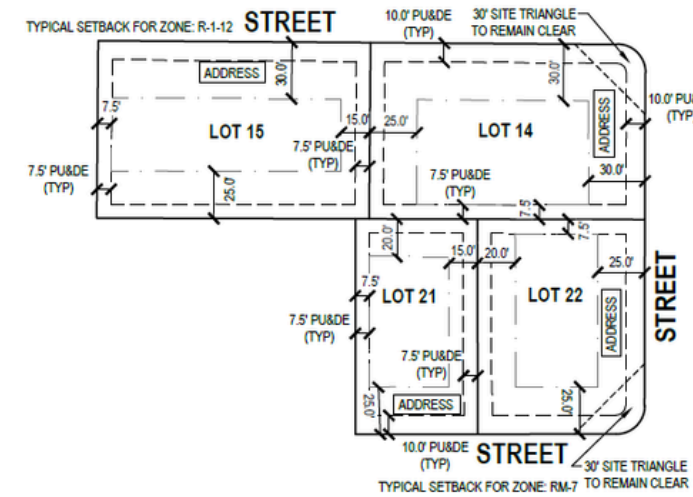
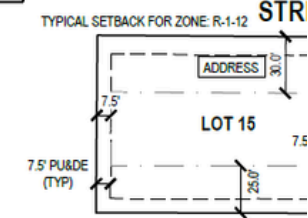
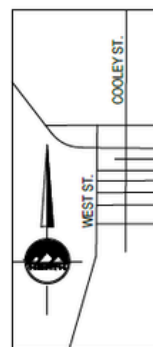
SALT LAKE CITY Phone: 801.262.0505
LAYTON Phone: 801.547.1100
CEAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.886.2883

FINAL PLAT FALCONS LANDING SUBDIVISION

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



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C17	48.00'	75.52'	90°09'03"	N45°00'32"W	67.97'



AGENDA ITEM #2

Presentation, Public Hearing, Discussion, and Consideration: Consideration of a proposed Conditional Use Permit for Patsy Perry, to own and operate BnP Firearms and So Much More, LLC a home-based business involving firearm transfers and related services, located at 176 S Hale Street in the R-1-21 zone.



STAFF REPORT

To: Grantsville City Planning Commission

From: Grantsville City Planning Department

Date: April 7th, 2026

Agenda Item: Presentation, Hearing, Discussion, and Consideration of the proposed Conditional Use Permit – Home Occupation (BnP Firearms and So Much More, LLC)

REQUEST

Presentation, Public Hearing, Discussion, and Consideration of a proposed Conditional Use Permit (CUP) for a home-based business, BnP Firearms and So Much More, LLC. The business will involve firearm transfers, limited gunsmithing, and small-scale craft sales conducted from the residence.

BACKGROUND

The applicant is requesting approval to operate a home occupation within a residential zone. While home occupations are generally permitted, this proposal requires Planning Commission approval due to customer visits to the residence.

The subject property is located in the R-1-21 zone, which is intended to maintain low-density residential character while allowing limited home occupations that remain clearly incidental to the primary residential use.

PROJECT DETAILS

- **Business Activities:** Firearm transfers (including background check paperwork), limited gunsmithing, and occasional craft sales.
 - **Location of Operations:** Basement office within the home.
 - **Storage:** Firearms will be boxed and secured in a safe.
 - **Employee(s):** Solely operated by the homeowner.
 - **Hours of Operation:** Monday–Friday, 10:00 AM – 4:00 PM.
 - **Customer Volume:** Approximately 3–4 customers per month (less than one per day).
-

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SITE PLAN & PARKING

The submitted site plan (1 page) shows:

- Designated **customer parking areas** along the driveway and Hale Street frontage.
- Separate **personal parking** and garage area.
- A basement layout including an office and secured storage/gun room.

Given the very low customer frequency, the proposed parking arrangement appears adequate and should not impact on-street parking or neighborhood circulation.

ANALYSIS

Home Occupation Compliance:

The business is clearly subordinate to the residential use, occurring entirely within the home and operated by the resident.

Traffic & Parking:

Customer traffic is extremely limited (estimated less than one per day), and visits are expected to be scheduled. The site plan demonstrates adequate on-site parking, minimizing impacts to the neighborhood.

Neighborhood Compatibility:

No outdoor display, storage, or noticeable business activity is proposed. With operations confined to the basement and low traffic volume, the use should remain consistent with the residential character of the area.

Public Safety & Security:

Firearms will be securely stored, and all transfers will follow federal and state requirements, including background checks. The controlled nature of the business (appointment-based, low volume) reduces potential concerns.

Potential Concern (Realistically):

The nature of the business (firearms) may raise perception concerns from neighbors. However, operational intensity is extremely low, and with proper conditions, impacts are expected to be minimal.

STAFF RECOMMENDATION

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

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1. The business shall comply with all applicable federal, state, and local laws, including firearm regulations and licensing.
2. All business activities shall be conducted in the home; no outdoor display or storage is permitted.
3. Customer visits shall be by appointment only.
4. Hours of operation shall be limited to Monday–Friday, 10:00 AM – 4:00 PM.
5. No employees other than residents of the home shall work on-site.
6. Firearms shall be securely stored at all times.
7. The use shall not create excessive traffic, noise, or disturbance to the neighborhood.
8. The Conditional Use Permit may be reviewed or revoked if complaints or violations occur.

POSSIBLE MOTIONS

Approval:

“I move to approve the Conditional Use Permit for BnP Firearms and So Much More, LLC, located at 176 S Hale Street, subject to the conditions outlined in the staff report.”

Denial:

“I move to deny the Conditional Use Permit for BnP Firearms and So Much More, LLC, located at 176 S Hale Street, based on findings that the proposed use is not compatible with the surrounding neighborhood or does not meet the intent of the R-1-21 zone.”

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Business Details

Location of Business

The property is located at 176 S Hale Street.

BnP Firearms and So Much More, LLC: We will be ordering Firearms for customers and they will be coming to the property to fill out their 4473 form for their background check and picking their firearms up. The firearms will be boxed up and secure. Also will be providing some gunsmithing.

Paperwork will be done in an office located in the basement.

Individuals Who Will Be Working at the Business: Patsy Perry

Days and Hours of Operation: Monday – Friday 10:00am-4:00pm

Expected Number of Customers Per Day:

Customers may also stop by to pick up special ordered crafts that I have done for them. We are anticipating 3-4 per month, less then 1 a day.

Equipment

Office in the basement of my home in a secure safe. The firearms will be boxed up and secure.

Chemicals

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

Personal Parking

Personal Parking

Customer Parking

Customer Parking

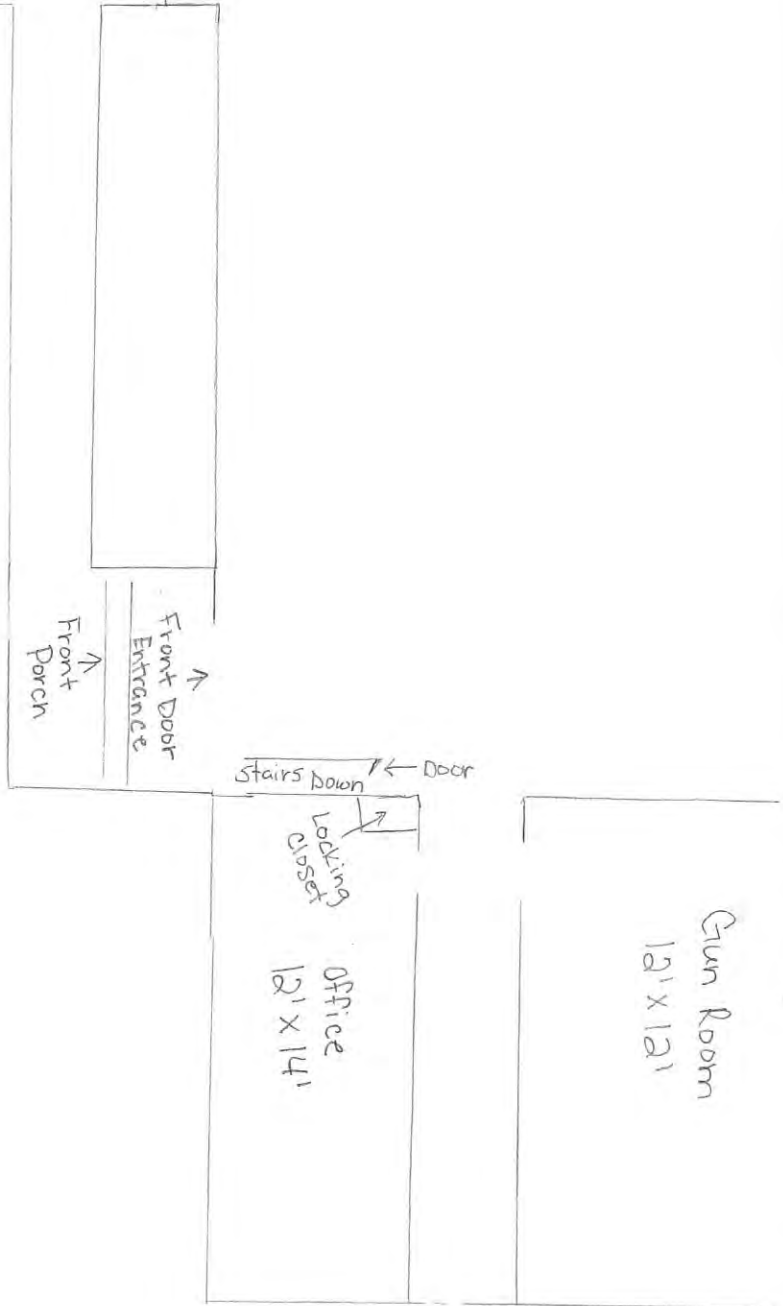
Garage

Driveway

Customer Parking

Customer Parking

Hale Street



House 1,846 sq ft

Property Total 0.17 acres

176 S. Hale Street

AGENDA ITEM #3

Presentation, Public Hearing, Discussion and Consideration: Consideration of a proposed Conditional Use Permit for Cody Johnson to establish Accessory Farm Employee Housing on the property located at 587 E Durfee Street, in the A-10 zone.



STAFF REPORT

To: Grantsville City Planning Commission

From: Grantsville City Planning Department

Date: April 7th, 2026

Agenda Item: Presentation, Discussion, and Consideration of the proposed Conditional Use Permit – Accessory Farm Employee Housing

REQUEST

Presentation, Public Hearing, Discussion, and Consideration of a proposed Conditional Use Permit (CUP) to establish Accessory Farm Employee Housing on property located at 587 E Durfee Street in the A-10 zone.

BACKGROUND

The applicant is requesting approval to place an accessory dwelling unit (ADU) for farm employee housing on agricultural property. The A-10 zone allows agricultural uses and related residential structures, including employee housing, subject to Conditional Use Permit approval.

The intent of allowing this use is to support agricultural operations while ensuring compatibility with surrounding properties and compliance with infrastructure and safety requirements.

PROJECT DETAILS

- **Use:** Accessory farm employee housing (ADU)
 - **Structure Size:** Approximately 30' x 40' (ranch-style housing)
 - **Parking:** 5 on-site parking stalls provided
 - **Parcel Size:** Approximately 3.5 acres
-

SITE PLAN & LAYOUT

The submitted site plan (1 page) shows:

- Placement of the proposed employee housing unit toward the rear of the property

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- A designated parking area with five stalls
- Access from the existing driveway
- Distance measurements from the structure to surrounding property features

The layout appears functional and consistent with agricultural property development patterns.

ANALYSIS

Consistency with A-10 Zone:

Accessory farm employee housing is appropriate within the agricultural zone and supports ongoing agricultural operations.

Site Design & Parking:

The proposal provides adequate on-site parking and access. The size and placement of the structure are consistent with the scale of the property.

Public Safety (Primary Concern):

The hydrant distance deficiency is the critical issue. Without mitigation, the proposal does not meet adopted fire code standards. However, this can be reasonably addressed through conditions of approval.

Compatibility:

Given the agricultural setting and large lot size, the proposed use is compatible with surrounding land uses.

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STAFF RECOMMENDATION

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

1. The structure shall comply with all applicable building and fire codes.
2. The accessory housing unit shall be used solely for farm employee housing.
3. No more than 1 livable bedroom can be created in the Farm Employee ADU. All other rooms shall remain storage rooms.
4. The use shall remain incidental to the agricultural operation on the property.
5. All parking shall be maintained on-site as shown on the approved site plan.
6. The Conditional Use Permit may be reviewed or revoked if violations occur.
7. All water shall be dedicated in accordance to GLUMDC.

POSSIBLE MOTIONS

Approval:

“I move to approve the Conditional Use Permit for Accessory Farm Employee Housing located at 587 E Durfee Street, subject to the conditions outlined in the staff report.”

Denial:

“I move to deny the Conditional Use Permit for Accessory Farm Employee Housing located at 587 E Durfee Street, based on findings that the proposal does not meet applicable safety requirements or code standards.”

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592 EAST MAIN ST

3.5 ACRES

Legend

Grantsville City Development Review

Submittal # **2** 03/18/2026

APPROVED

**Grantsville City
Engineer**

03/24/2026

APPROVED

**Grantsville City
Planning Department**

03/24/2026

APPROVED

**Grantsville City
Public Works**

03/24/2026

REVISIONS

**Grantsville City
Fire Department**

03/24/2026

Does not meet maximum distance from the Hydrant.

Fire Hydrant

E Main St

101'-3/4"

55'-3/4"

250'

431'-6 1/2"
275'-5 1/4"

5
Parking
Stalls

17'

594 E
Main St

5'

110'

RANCH
HOUSING
30 X 40'

200 ft



TABLE C102.1 REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS^h

FIRE-FLOW REQUIREMENT (gpm)	MINIMUM NUMBER OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS ^{a, b, c, f, g} (feet)	MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT ^{d, f, g}
1,750 or less	1	500	250
1,751–2,250	2	450	225
2,251–2,750	3	450	225
2,751–3,250	3	400	225
3,251–4,000	4	350	210
4,001–5,000	5	300	180

Grantsville City Water Rights Dedication Requirements

Land Use Definitions

Single Family Residential – single family homes only

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

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

Category 1 – single family homes

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

Indoor Drinking Water

Single Family Residential: 0.218 ac-ft per Dwelling Unit

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

Non-Residential: 0.00908 ac-ft per fixture unit

**Based on metered data for Grantsville City. Single Family Dwelling Unit = 1 ERC, Multi-Unit Dwelling Unit = 0.55 ERC, 1 ERC = 24 fixture units.*

Outdoor City Water

No Waterwise Landscaping

Category 1 = (lot size¹, acres) * (0.64) * (3.33 ac-ft/irr. ac)

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

Typical Residential Lot Sizes (No Waterwise Landscaping)

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

Waterwise Landscape Front Yard Only

Category 1 = (lot size¹, acres) * [(0.18) * (2.28 ac-ft/irr. ac) + (0.46) * (3.33 ac-ft/irr. ac)]

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

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

* 1 acre = 43,560 square feet

Typical Residential Lot Sizes (Waterwise Landscape Front Yard Only)

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

Waterwise Landscape Entire Lot

Category 1 is not allowed a reduction for the entire lot

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

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

OR

Outdoor Water from Grantsville Irrigation Company

Lot Size	Grantsville Irrigation Co. Shares Required
0 to 0.64 acres	1.0
0.65 to 1.0 acre	1.5

For every lot above 1.0 acre, the irrigation shares required shall be calculated on a case by case basis dependent of the irrigated acreage.

Note: Grantsville Irrigation Company does not serve all of Grantsville City. Eligibility for irrigation service is dependent on Grantsville Irrigation Company's service area.

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

* 1 acre = 43,560 square feet

Example Calculations

Development Information	Indoor Water Right Dedication	Outdoor Water Right Dedication
Single family home, 8,000 sq ft lot, no waterwise landscaping	= 0.218 * 1 = 0.218 ac-ft	= (8,000 / 43,560) * 0.64 * 3.33 = 0.39 ac-ft
Single family home, 2 acre lot, waterwise landscape front yard only	= 0.218 * 1 = 0.218 ac-ft	= 1 ¹ * [(0.18 * 2.28) + (0.46 * 3.33)] = 1.94 ac-ft
Single family home, 3/4 acre lot, using secondary water (Grantsville Irrigation Co.)	= 0.218 * 1 = 0.218 ac-ft	(0.65 to 1.0 acre lot) = 1.5 irrigation shares
Townhome, 2 units, 14,000 sq ft lot, 1,000 sq ft irrigated area, waterwise landscaping	= 0.120 * 2 = 0.24 ac-ft	= (1,000 / 43,560) * 2.28 = 0.05 ac-ft
Apartment building, 50 units, 1/4 acre irrigated area, waterwise landscape entire lot	= 0.120 * 50 = 6.00 ac-ft	= 1/4 * 2.28 = 0.57 ac-ft
Commercial building, 30 fixture units, 5,000 sq ft irrigated area, no waterwise landscaping	= 0.00908 * 30 = 0.27 ac-ft	= (5,000 / 43,560) * 3.33 = 0.38 ac-ft
Industrial warehouse, 40 fixture units, 1/2 acre irrigated area (1/8 acre front yard), waterwise landscape front yard only	= 0.00908 * 40 = 0.36 ac-ft	= 1/8 * 2.28 + 3/8 * 3.33 = 1.53 ac-ft

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

* 1 acre = 43,560 square feet

AGENDA ITEM #4

Presentation, and Discussion: Discussion of the proposed Master Development Agreement for Mack Canyon Subdivision located approximately near Mack Canyon Road and SR-138.



STAFF REPORT

To: Grantsville City Planning Commission

From: Grantsville City Planning Department

Date: April 7th, 2026

Agenda Item: Presentation, Discussion, and Consideration of the proposed Master Development Agreement for Mack Canyon Subdivision located approximately near Mack Canyon Road and SR-138.

PROJECT SUMMARY

The project consists of approximately **114 acres** and is proposed to include **up to 170 residential lots**, with associated open space, roadway infrastructure, and a small commercial area.

The development was **initially presented to the City Council as a Planned Unit Development (PUD)** concept. Following review of the proposal and comparison with the City's zoning standards, staff determined that the project **generally complies with the development standards of the R-1-12 zoning district**. As a result, the developer and staff determined that a **rezoning to R-1-12 paired with a Master Development Agreement** would be a more appropriate approach than processing the project as a PUD.

PROJECT BACKGROUND

The Mack Canyon Development concept plan illustrates a phased residential subdivision that includes:

- Approximately **170 residential units**
- **2.78 acres designated for commercial uses**
- Approximately **41.87 acres of open space**, parks, trails, and recreational amenities
- Internal roadway network and phased development areas

The concept plan shows a community layout including park space, trail connections, and potential recreational features such as courts and gathering areas.

While many of these elements could be modified if the property were simply developed under the base zoning code, the proposed **Master Development Agreement secures the general**

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layout and development pattern shown in the concept plan.

REASON FOR MASTER DEVELOPMENT AGREEMENT

During review of the initial PUD concept, staff determined that the development pattern was largely **consistent with the R-1-12 zoning requirements**, including lot sizes and density. Because the development could reasonably occur under standard zoning regulations, the PUD process was determined to be unnecessary.

Instead, the developer has proposed a **Master Development Agreement** which accomplishes several goals:

1. **Rezoning of the property from R-1-21 (½-acre lots) to R-1-12 (¼-acre lots).**
2. **Commitment to maintain the conceptual development layout**, including open space areas, phasing, and the commercial node.
3. **Securing community amenities and open space that would not otherwise be required** if the development simply met the minimum requirements of the zoning code.

From a staff perspective, this represents a **positive trade-off**. The developer receives the requested zoning change while the City secures specific public benefits and development commitments through the agreement.

KEY PROVISIONS OF THE MASTER DEVELOPMENT AGREEMENT

Residential Development

- The project may contain **up to 170 residential units**.
- Development will occur in **phases consistent with the approved concept plan**.

Open Space and Amenities

- The project will provide **no less than 41.87 acres of open space** throughout the development.
- Open space areas may include parks, trails, sports courts, gathering areas, and other recreational amenities.
- Open space improvements must be constructed as development progresses and prior to certain residential thresholds.

Commercial Component

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- Approximately **2.78 acres of the property must be rezoned to a commercial zoning district** in a later phase.
- Commercial development must be completed prior to issuance of building permits beyond certain residential thresholds.

Infrastructure Requirements

The agreement also includes infrastructure provisions such as:

- Construction of a **collector road connecting to Mack Canyon Road** with a minimum width of **94 feet**.
- Dedication of additional right-of-way for Mack Canyon Road.

These provisions ensure that transportation infrastructure keeps pace with the development.

STAFF ANALYSIS

The proposed Master Development Agreement provides a mechanism to ensure the development occurs in a manner consistent with the concept presented to the City.

If the property were rezoned without an agreement, the developer would only be required to meet the minimum standards of the zoning code, and the specific layout of open space and commercial uses would not necessarily be guaranteed.

The MDA therefore provides several benefits:

- Secures the **location and amount of open space**
- Ensures **commercial development occurs as part of the project**
- Establishes **phasing and infrastructure triggers**
- Provides **clarity and predictability for both the City and developer**

For these reasons, staff views the agreement as a beneficial framework for the project while still allowing the development to proceed under standard zoning regulations.

SUGGESTED MOTION

Approval:

“I move that the Planning Commission forward a positive recommendation to the City Council for approval of the Master Development Agreement for the Mack Canyon Subdivision, located

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near Mack Canyon Road and SR-138, based on the findings and analysis presented in the staff report.”

Denial (alternative):

“I move that the Planning Commission forward a negative recommendation to the City Council for the proposed Master Development Agreement for the Mack Canyon Subdivision, based on the findings discussed.”

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WHEN RECORDED, RETURN TO:

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

COVER AND PROJECT INFORMATION SHEET

FOR GRANTSVILLE CITY MASTER DEVELOPMENT AGREEMENT

made as of the _____ day of _____ in the year _____.

Between the “Developer”: Paul Linford

and the “City”:

Grantsville City, a political subdivision and municipal corporation of Utah
Attn: City Recorder
429 East Main Street
Grantsville, Utah 84029

for the following **Project**:

Name: Mack Canyon Development
Project Location: 900 West Mack Canyon Road; Parcel Nos. 01-065-0-0014 & 01-065-0-0074
Type: Residential
Description (detailed): Approximately 114 Acres on Mack Canyon Road, request to be rezoned to R-1-12. The existing Zone is Half Acre Lots, we are requesting a rezone to quarter acre lots with a total of 170 lots.

Underlying Zone(s): R-1-21

Effective Date: _____

Developer Contact: Paul Linford (pmlinford@gmail.com)

City Contacts: Planning Department: Shelby Moore (pzcommission@grantsvilleut.gov)
Recorder: Alicia Fairbourne (afairbourne@grantsvilleut.gov)
City Attorney: Tysen Barker (tbarker@grantsvilleut.gov)

Approval Ordinance: _____

GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
MACK CANYON DEVELOPMENT

THIS MASTER DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered as of the Effective Date by and between City and Developer, as each is defined in the Cover and Project Information Sheet (“**Cover Sheet**”) for this Agreement, 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 114 Acres, identified as Tooele County Parcel Nos. 01-065-0-0014 & 01-065-0-0074, and is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, the Property is entirely located in the Underlying Zone and is subject to all applicable Grantsville City Code and development standards;

WHEREAS, the Developer is owner or authorized agent of the owner of the all individual parcels or lots of the Property and has authority to enter into the transactions on behalf of the owner;

WHEREAS, the City seeks to promote the health, safety, and welfare 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;

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

WHEREAS, the City and Developer intend this Agreement to provide for a rezoning of the Property to allow the Project to be developed as anticipated in the attached exhibits and plans, and to provide timelines and clarity on certain improvements and portions of the development, including residential phasing, commercial, and open space, and amenities, with triggers and requirements based on residential buildout thresholds;

WHEREAS, the City Planning Commission held a duly noticed public hearing, and subsequently recommended approval of the application for the Project on date, with the conditions specified in that recommendation incorporated into this Agreement; 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, and subject to the provisions, of Utah Code Ann. Section 10-20-101 *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 effective date of the enacting ordinance by the City Council, regardless of any difference or delay in time between that date and the date(s) upon which it is signed by any of the Parties, and shall be indicated on the Cover Sheet. The City may not execute this Agreement until approved by the City in accordance with GLUDMC.
- 1.2. This Agreement shall be in full force and effect until the earliest occurrence of: (i) such date as the Project is abandoned, defined as written notice from Developer to the City that it no longer intends to develop the Project; (ii) the use or active development is discontinued for a period of more than two (2) years; or (iii) 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 Agreement shall be deemed failure to implement the application with reasonable diligence pursuant to Utah Code Ann. Section 10-20-902.

2. Project Description

The Project is as described more fully herein, on the Cover Sheet, and as illustrated in the conceptual site plan for the Project, attached **Exhibit B**, 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, procedures, and rules of the Underlying Zone and applicable code and law are modified as shown on **Exhibit C** “Development Standards.” All development standards applicable to the Project not expressly modified by this Agreement, including the Utah Municipal Land Use Development and Management Act, remain in full force and effect. Together, Exhibit C standards and the remaining development standards in the City code 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 Underlying 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 and conditional uses in the applicable zone.
- 3.3. Phasing. If the Project includes multiple phases, Developer shall include general depiction of any potential phases in the conceptual site plan attached hereto as **Exhibit B**. All phasing shall comply with Section 21.4.3 of the Grantsville City Land Use Development and Management Code (“**GLUDMC**”). City and Developer hereby acknowledge that any additional phases of the Project shall be subject to the terms of this Agreement and which may be reviewed and approved by the City.
- 3.4. Density; Maximum Units; Square Footage. Subject to the Development Standards, Developer may build up to 170 residential units in the Project. The City does not, and may not, provide Developer with any guarantee of the number of units, density, or non-residential square footage which may be built in the Project. Developer assumes all responsibility for development and design of the Project within the Development Standards, which may result in fewer total unit than expected.
- 3.5. Approvals. Prior to issuance of a building permit for any phase of the Project, Developer shall submit an application for “**Development Review**” of the site plan 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. Development 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 Development 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 Development Review Submittals and approvals shall comply with the requirements of GLUDMC for the appropriate development application, including preliminary and final checklists published by the City.
 - 3.5.1. Development Review Submittals shall include all other information necessary to illustrate substantial conformance with this Agreement. The City may consider the standards of GLUDMC, as modified by this Agreement, when considering Development Review approval. In the event of any conflict or ambiguity, the provisions in this Agreement shall govern.

- 3.5.2. The Developer shall comply with all applicable requirements set forth in Grantsville City Code, Title 5, Chapter 3 (Flood Damage Prevention Regulations), as amended. The provisions of Title 5, Chapter 3 are hereby incorporated by reference as though fully set forth herein. It is the Developer's responsibility to review and adhere to these regulations in the planning, permitting, development, and maintenance of the Planned Community.
- 3.5.3. Notwithstanding anything to the contrary in Grantsville City Code, this Agreement, or the Master Plan, prior to obtaining a certificate of occupancy for any structure, Developer shall obtain a Fire Marshalls Certification which shall ensure that available fire flow meets or exceeds the IFC standards for the structure type. Grantsville may withhold issuance of any certificate of occupancy for a structure where this provision is not satisfied.
- 3.6. Modification. The terms and conditions of this Agreement or of any Development Review approval issued in accordance with this Agreement may be modified administratively by the Planning Commission upon written request by Developer so long as the modifications are in "substantial compliance" with the terms of this Agreement, including those modifications described in GLUDMC Section 12.5(1) ("**Minor Change**"). Any change that results in: (a) a change in the uses allowed for the Project to another use not permitted in the Underlying Zone, as modified by this Agreement; (b) an increase in the net site area and the boundaries of the Property contemplated herein; (c) an increase to the overall density of the Project; or (d) a reduction in the minimum periphery setbacks, ("**Major Change**") shall be considered a change that is not in "substantial compliance" with the terms of this Agreement. Any Major Change shall be reviewed by the same procedures applicable to a new master development agreement, as set forth in applicable laws and must be reviewed and approved by the City Council.
- 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 completion assurance procedures and other procedures set forth in City ordinances and policies.
- 3.8. Compliance with the Final Plat and this Agreement. Development of the Project shall be in accordance with Utah's Land Use, Development and Management Act, GLUDMC, the City's future laws which include the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project (to the extent they are applicable as specified in this Agreement), the final plat and this Agreement.

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 shall satisfactorily complete construction of all Project improvements for each phase in a good and workmanlike manner, no later than two (2) years after the recording of the plat for that phase, subject to reasonable delays due to events of force majeure.
- 4.1.2. Developer shall comply with all completion assurance and bonding requirements of the City, as modified in **Exhibit E**.
- 4.1.3. Developer shall bear responsibility, including premises liability and risk of loss, for all public infrastructure covered by this Agreement until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. The City may not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the public infrastructure, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said public infrastructure; all of such liabilities shall be assumed by the Developer.
- 4.1.4. 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 Public Works Departments promptly review and approve the plans for any Project improvements prior to construction; (2) Developer permits City Planning and Public Works representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) Developer shall provide Contractor as-built drawings in PDF and native format and GIS shapefiles of as-built conditions per City's GIS requirements and standards ; (4) Developer has warranted the Project improvements as required by the City Public Work Department; and (5) the Project improvements pass a final inspection by the City Public Works.
- 4.1.5. Developer shall repair any defect in the design, workmanship or materials in all Public Infrastructure which becomes evident during a period of one year following the acceptance of the improvements by the City Council or its designee ("**Durability Testing Period**"). If during the Durability Testing Period, any Public Infrastructure shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not comply with accepted standards, said condition shall, within a reasonable time, be corrected.

- 4.1.6. The City may require completion of all infrastructure improvements in any phase prior to issuance of any building permits.
 - 4.1.7. The Developer may request and the City may grant in its reasonable discretion extensions and delays for certain infrastructure improvements upon a showing of good cause by Developer, such as completing sidewalks after construction of residential units.
 - 4.1.8. The Developer agrees that in the event it does not: (a) complete all improvements within the time period specified under this Agreement, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in the paragraphs above, and (c) pay all claimants for material and labor used in the construction of said improvements, the City shall be entitled to declare the Developer(s) in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City may not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improvements shall be returned to the guarantor. The Developer further agrees to be personally liable for any cost of improvements above the amount made available under the terms of this agreement.
- 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. As of the Effective Date, the City has identified the potential upsizing requirements shown on **Exhibit F**.
- 4.3. Parks; Open Space. The Project shall contain no less than 41.87 acres as open space (“**Required Open Space**”).
- 4.3.1. Public open space shall be counted toward the Required Open Space, and include impervious surfaces in any planned public park, and potentially other uses such as sports courts, pavilions, walking paths, trails, parking areas, and other recreational facilities.

- 4.3.2. Each phase of the Project shall meet the Required Open Space ratio for the entire Project. Previously completed open space may be counted toward the Required Open Space calculation for a proposed phase.
- 4.3.3. The Developer may request, and the City may grant, in its sole discretion, to meet the proportional Required Open Space requirement for a phase by including open space in the next future phase, provided that the Developer shows good cause for the delay, addresses the shortfall, and provides sufficient detail of the proposed future open space. Notwithstanding the foregoing, in no event may the total open space upon completion of a phase be less than seventy-five percent (75%) of the proportional Required Open Space for the Project to be completed at that phase.
- 4.3.4. Parks and trails to be dedicated for public use may not make up more than fifty percent (50%) of any phase.
- 4.3.5. All development and construction for open space and related amenities must be completed within three (3) months of completion of the non-open space development for the applicable phase. Developer may incur fees or other penalties for failure to complete open space development in accordance with this Agreement.

4.4. Additional Requirements. Any additional Project-specific requirements are identified in **Exhibit G.**

5. Homeowners Association.

If a Homeowners Association (“**HOA**”) is created as part of the Project to enforce legal deed restrictions or maintain Required Open Space for the Property and that HOA later becomes insolvent or fails to maintain proper documentation and filings with the State of Utah and loses its authority to operate and transact business as a property owners association in the State of Utah, then the City shall have the right to, but is not obligated to, enforce the deed restrictions and maintain the Required Open Space. The City shall have all authority granted to the HOA by virtue of this document and related HOA articles, bylaws, and recorded covenants, conditions, and restrictions, or similar documents, including but not limited to, the authority to impose and collect maintenance fees and other necessary fees and/or assessments to further the upkeep of Property improvements as deemed necessary by the City.

6. 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.

7. Default.

- 7.1. Failure to present a detailed development plan including proposed uses for the Project or any phase thereof, 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.
 - 7.1.1. In the event that any of the conditions constituting default by Developer occur, the City finds that the public benefits to accrue from rezoning as outlined in this Agreement will not be realized. In such case, the City 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.
- 7.2. Notice. If the Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide a written “**Notice of Default**” to the other Party
- 7.3. Contents of the Notice of Default. The Notice of Default shall:
 - 7.3.1. Specify the claimed event of default;
 - 7.3.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default; and
 - 7.3.3. If the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) days duration, if weather conditions permit.
- 7.4. Remedies. Upon the occurrence of any default, and after notice as required above, then the parties may have the following remedies:
 - 7.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
 - 7.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.
 - 7.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer until the default has been cured.
- 7.5. Public Meeting. Before any remedy in Section 7.4 may be imposed by the City the party allegedly in default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed default.

- 7.6. Default of Assignee. A default of any obligations expressly assumed by an assignee shall be deemed a default of Developer.
- 7.7. Limitation on Recovery for Default – No Damages against the City. Notwithstanding anything to the contrary in this Agreement, Developer is not entitled to seek or recover monetary damages for any breach of this Agreement and expressly waives any such claims. Developer's sole and exclusive remedy, and that of any assignee, shall be specific performance.

8. 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 Ann. Section 10-20-902. Except as expressly and mutually agreed in writing by the Parties, all development of the Project, including any later phases, 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.

- 8.1. Exceptions. The vested rights and the restrictions on the applicability of the City's Future Laws to the Project as specified in Section 8.1 are subject to the following exceptions:
- 8.1.1. Master Developer Agreement. The City's future laws or other regulations to which the Developer agrees in writing;
- 8.1.2. State and Federal Compliance. The City's future laws or other regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;
- 8.1.3. Codes. Any City's future laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

- 8.1.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;
 - 8.1.5. Fees. Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;
 - 8.1.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 *et seq.*;
 - 8.1.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards as permitted by Local, State or Federal law; and
 - 8.1.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. Section 10-9a-509.
9. **Notices**. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by a nationally recognized overnight courier service, or sent by email. Notice by email shall be effective upon receipt of electronic confirmation of delivery. Notices to the parties shall be sent to the addresses set forth on the Cover Sheet to this Agreement or such other address as a party may designate by notice to the other party.

10. **General Provisions**.

- 10.1. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
- 10.2. 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 or phase thereof submitted to and approved by the City.
- 10.3. 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.
- 10.4. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.

- 10.5. This Agreement may be amended only in writing signed by the Parties hereto.
- 10.6. 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.
- 10.7. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.
- 10.8. 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.
- 10.9. 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.
- 10.10. 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 ensure to the benefit of the Developer's successors and assigns, and if different than Developer, the legal title holder and any ground lessors.
- 10.11. This Agreement does not create a joint venture relationship, partnership or agency relationship or fiduciary relationship between the City, or Developer. Except as specifically set forth herein, the parties do not intend this Agreement to create any third-party beneficiary rights.
- 10.12. 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.
- 10.13. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of

- the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.
- 10.14. 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.
- 10.15. The singular will include the plural; the masculine gender will include the feminine; “will” and “shall” are mandatory; “may” is permissive.
- 10.16. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.
- 10.17. The Developer may sell, convey, reassign, or transfer the Property or the Project to another entity at any time.
- 10.18. This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.
- 10.19. This Agreement is entered into in Tooele County in the State of Utah and shall be construed under the laws of the State of Utah, irrespective of Utah’s choice of law rules, and the parties hereto intend that Utah law shall apply to the interpretation thereof.
- 10.20. Any action to enforce this Agreement shall be brought only in the Third District Court, Tooele County in and for the State of Utah.
- 10.21. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.
- 10.22. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representatives for the City and Developer are hereby appointed as indicated on the Cover Sheet.
- The Parties may change their designated representatives by providing written notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.
- 10.23. No action taken by any Party may 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.

- 10.24. The City may 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.
- 10.25. 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. Specifically, on behalf of the City, the signature of the City Manager or Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to the Approval Ordinance indicated on the Cover Sheet. Developer further represents and warrants that it is not aware of any material impediment, including contractual obligations, easements, or other property-related or ownership-related issues, to its completion of the development outlined in this Agreement and shall notify City of any new information that would present a substantial obstacle to Developer's consummation of the transactions and activities required and anticipated by this Agreement.
- 10.26. 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.
- 10.27. Except as expressly modified by this Agreement, any statute or municipal code referred to in this Agreement shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.
- 10.28. The undersigned certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel during the term of this Agreement. The undersigned further acknowledges that its engagement in a boycott of the State of Israel would be in violation of Utah Code Ann. Section 63G-27-201 and could result in termination of this Agreement.

[signature page follows]

Grantsville City Draft

Exhibit A

Legal Description of Property

Grantsville City Draft

Parcel: 01-065-0-0074

Legal THE S 1/2 OF NW 1/4 OF SEC 35, T2S, R6W, SLB&M.===(ALSO)===
BEG AT N 1/4 COR OF SD SEC 35 RUN TH E 1440 FT TO W LI OF STATE
HWY, TH S 39° 38' E 435.44 FT, TH S 52°02" W 270.50 FT, TH S 37°00'58" E
60 FT, TH S 52°59'02" W 165.39 FT, TH S 63.77 FT, TH E 123.91 FT, TH S
18°36'17" E 175.82 FT, TH S 604.36 FT, TH E 195.23 FT, TH S 442.66 FT, TH E
256.00 FT, TH S 653.24 FT, TH N 89°43'23" E 440.01 FT, TH N 19.36 FT M/L
TO DARYL & RANDI SMITH PPTY, TH E 202 FT, TH S 106.5 FT, TH W 2640
FT, TH N 2640 FT TO POB.===EXCPTING THEREFROM: BEG 660 FT S &
330 FT E OF THE N 1/4 COR OF SEC 35, RUN TH E 990 FT, S 825 FT, TH W
660 FT, S 165 FT, TH W 330 FT, TH N 990 FT TO POB.===ALSO=== BEG 320
FT S OF SE COR OF NE 1/4 OF NE 1/4 OF SEC 35, TH W 445 FT, TH S 8.15
FT ALG CLARK ST TO E SEC LI, 100 FT M/L TO POB. BALANCE AFTER
LITTLE RENO ESTATES SUBDIVISION FOR 2000 YEAR. 175.42 AC-----
LESS 18.883 AC (WD ENTRY #489798). BALANCE OF 1-65-1 AFTER 1-65-
45, -165-46, 1-65-47, 1-65-49 AND 1-65-50 FOR 2020 YEAR. 156.537 AC-----
LESS 0.012 AC (QCD 500066) BALANCE OF 01-65-48 AFTER 01-65-53 FOR
2020 YEAR. 156.525 AC -----LESS 0.03 AC (QCD ENTRY# 537677)
BALANCE OF 1-65-54 AFTER 1-65-64 FOR 2022 YEAR. 156.495 AC LESS
43.48 AC (WD ENTRY# 550387) BALANCE OF 1-65-65 AFTER 1-65-70 FOR
2022 YEAR. 113.02 AC----LESS 68.53 AC (WD #572355) BALANCE OF 1-65-
71 AFTER 1-65-72 & 1-65-73 FOR 2023 YEAR. 34.10 AC

Parcel: 01-065-0-0014

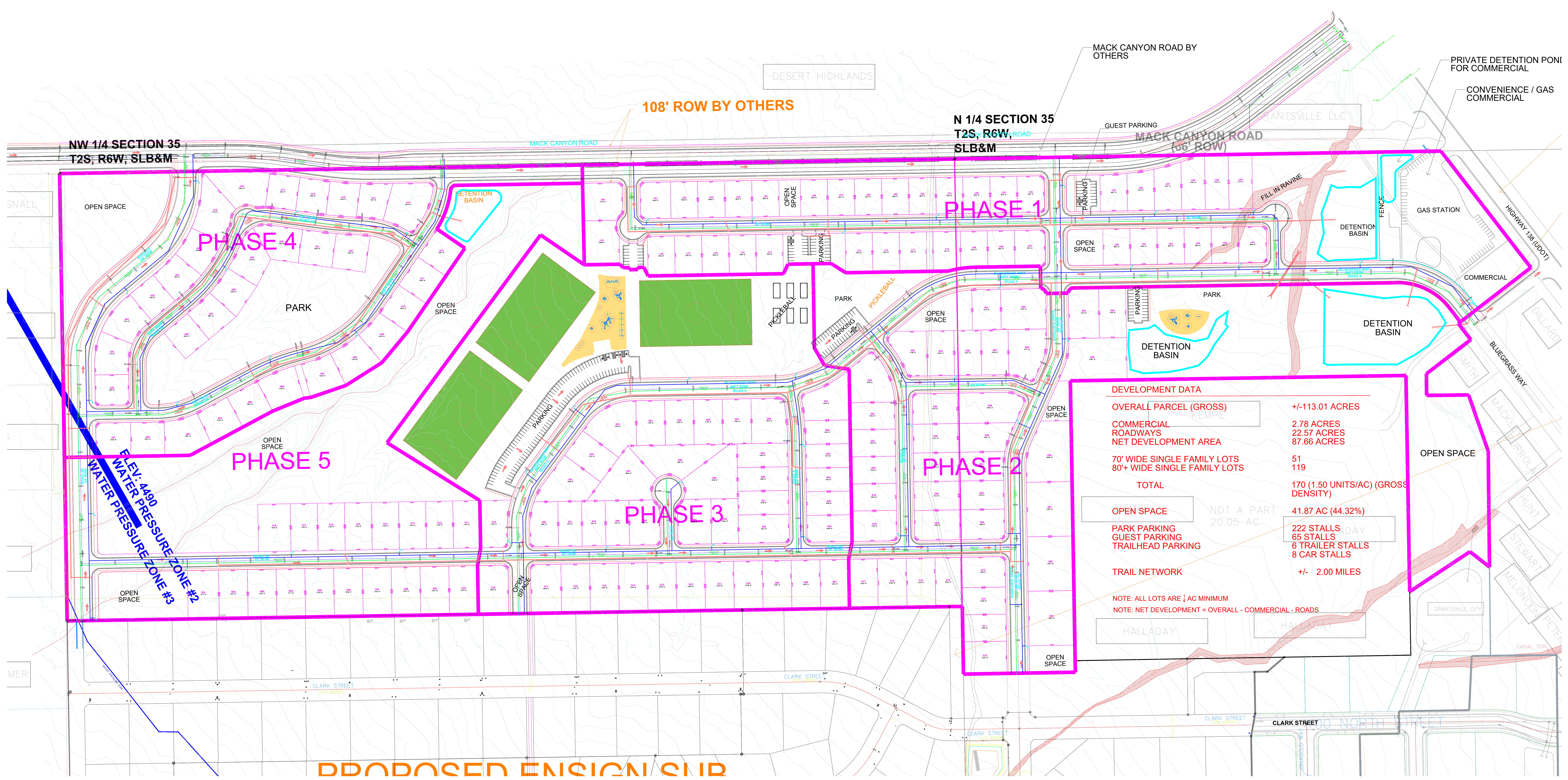
Legal N 1/2, OF NW 1/4 OF SEC 35, T2S, R6W, SLM, CONT 80 AC 80.00 AC

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.]

Grantsville City Draft



NW 1/4 SECTION 35
T2S, R6W, SLB&M

N 1/4 SECTION 35
T2S, R6W,
SLB&M

108' ROW BY OTHERS

PHASE 4

PHASE 1

PHASE 5

PHASE 3

PHASE 2

ELEV. 400
WATER PRESSURE ZONE #2

DEVELOPMENT DATA	
OVERALL PARCEL (GROSS)	+/-113.01 ACRES
COMMERCIAL ROADWAYS	2.78 ACRES
NET DEVELOPMENT AREA	22.57 ACRES
70' WIDE SINGLE FAMILY LOTS	51
80'+ WIDE SINGLE FAMILY LOTS	119
TOTAL	170 (1.50 UNITS/AC) (GROSS DENSITY)
OPEN SPACE	41.87 AC (44.32%)
PARK PARKING	222 STALLS
GUEST PARKING	65 STALLS
TRAILHEAD PARKING	6 TRAILER STALLS
	8 CAR STALLS
TRAIL NETWORK	+/- 2.00 MILES
NOTE: ALL LOTS ARE 1/2 AC MINIMUM	
NOTE: NET DEVELOPMENT = OVERALL - COMMERCIAL - ROADS	

DDDDDDDDDD ENCLICN SID

Exhibit C

Modifications to Development Standards

[If none specified, no modifications are applicable.]

Standard	Existing	Modification	Applicable Code

Grantsville City Draft

Exhibit D

Zoning Modifications

[If none specified, no modifications are applicable.]

D-1. The City shall, and hereby does, effective immediately upon approval of this Agreement, rezone all Property in the Project zoned R-1-21, provided that the new R-1-12 zoning designation may be revoked in whole or in part and automatically reverted to R-1-21 zoning designation in the event that Developer, or its successors or assigns, breaches this Agreement.

D-2. Developer shall submit an application to rezone a portion of the Property equal to no less than 2.78 acres of the Property to a suitable commercial zone generally as depicted on Exhibit B prior to or concurrently with submission of the Phase 2 subdivision plat. City may withhold or delay, and Developer hereby consents to such action, recording of the Phase 2 subdivision plat or any subsequent plat until the commercial rezone is approved.

Exhibit E

Completion Assurance and Bond Requirements

[If none specified, no modifications are applicable.]

Grantsville City Draft

Exhibit F

Upsizing Requirements

[If none specified, no modifications are applicable.]

Grantsville City Draft

Exhibit G

Additional Project-Specific Requirements

[If none specified, no modifications are applicable. Use additional pages as necessary.]

[These provisions are in addition to those modifications from the zoning and development standards or other project-specific items]

G-1. The collector road depicted on Exhibit B abutting the west edge of “Phase 4” and connecting to Mack Canyon Road on the north and the neighboring parcel to the south on the west edge of the Property (the “**Collector Road**”), shall be constructed and dedicated at a width of no less than ninety-four feet (94’), the City’s acceptance of which is contingent upon full compliance and inspection by the City. The City may withhold any residential building permit beginning at the 101st residential building permit until the Collector Road is constructed, approved, dedicated, and accepted by the City.

G-2. Notwithstanding Section 4.3, above, all open space and amenities depicted on Exhibit B shall be constructed and dedicated prior to the City’s issuance of the 121st residential building permit. Prior to dedication or construction of amenities as part of the open space (other than trails and unimproved open space), Developer shall obtain approval of the type, extent, and general quality of amenities from the City’s Community and Economic Development office or designee.

G-3. Prior to or concurrent with the recording of any subdivision plat, Developer shall dedicate or cause to be dedicated the portions of the Property depicted on Exhibit B as part of the 108’ right of way for Mack Canyon Road. Such dedication shall be by a subdivision plat or other means reasonably acceptable to the City. The portions of the Property to be dedicated are more specifically described as: [ADD EXHIBIT OR FULL LEGAL].

G-4. Developer shall complete the improvements and obtain a building permit for all commercial structures for the 2.78 acres of commercial uses (the “**Commercial Development**”) no later than the completion of the first 100 residential units. The City may withhold any residential building permit beginning at the 101st residential building permit until the improvements for the Commercial Development are completed and all building permits for structures within the Commercial Development as depicted on Exhibit B are issued. Developer may request, for good cause shown, that the City Council amend the completion target for the Commercial Development, which is considered a Major Change under this Agreement.

G-5. Developer shall adhere to the phasing plan, including the numbered order as shown on Exhibit B, unit counts, and general layout as depicted on Exhibit B, which is considered vested upon approval of this Agreement.

Exhibit G-3

Mack Canyon

[If none specified, no modifications are applicable.]

Grantsville City Draft

AGENDA ITEM #5

Presentation, Public Hearing, Discussion, and Consideration: Consideration of a proposed General Plan Amendment for parcels 01-065-0-0074, and 01-065-0-0014 to change the land use designation from Mixed-Use Density, High Single-Family Density Residential, and Low Density Residential to Medium Density Residential for the Mack Canyon Subdivision, located approximately near Mack Canyon Road and SR-138.

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



GRANTSVILLE CITY STAFF REPORT

To: Grantsville City Planning Commission

From: Community Development Department

Date: April 7th, 2026

Agenda Item: Presentation, Public Hearing, Discussion, and Consideration – Proposed General Plan Amendment for Mack Canyon Subdivision.

PROJECT SUMMARY

The request is for consideration of a **General Plan Amendment for parcels 01-065-0-0074 and 01-065-0-0014**, located approximately near **Mack Canyon Road and SR-138**.

The applicant is requesting to **amend the Future Land Use Map designation** from:

- Mixed-Use Density
- High Single-Family Density Residential
- Low Density Residential

To:

- Medium Density Residential

The purpose of this amendment is to align the General Plan designation with the proposed **Mack Canyon Subdivision**, which is planned as a master planned residential neighborhood with supporting open space and a limited commercial component.

PROPERTY INFORMATION

Parcel Numbers:

- 01-065-0-0074
- 01-065-0-0014

*** 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.

Location:

Approximately near Mack Canyon Road and SR-138

Current General Plan Designations:

- Mixed-Use Density
- High Single-Family Density Residential
- Low Density Residential

Proposed General Plan Designation:

- Medium Density Residential

PROJECT BACKGROUND

The Mack Canyon property has been reviewed by the City through multiple development discussions, including a **Planned Unit Development (PUD) concept**, a **proposed rezone to R-1-12**, and a **Master Development Agreement (MDA)**.

Through this review process, the proposed development has evolved into a **cohesive residential neighborhood** that is consistent with the characteristics of **medium-density single-family development**.

The current General Plan designations across the property include a mix of land use categories that do not fully align with the unified development concept being proposed.

This General Plan Amendment is intended to **create consistency between the Future Land Use Map and the proposed development pattern**.

PROPOSED DEVELOPMENT CONCEPT

The Mack Canyon Subdivision is planned as a **master planned residential community** that includes:

- Single-family residential lots consistent with medium-density development
- Open space areas distributed throughout the neighborhood
- A small, neighborhood-serving commercial component
- Internal roadway connectivity and access to Mack Canyon Road
- Recreational amenities such as trails and gathering spaces

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While the General Plan is a guiding document and not regulatory, aligning the land use designation with the proposed development helps ensure **long-term planning consistency**.

GENERAL PLAN ANALYSIS

Existing Designations

The current Future Land Use Map designates the property with a combination of:

- **Low Density Residential** – intended for larger-lot, lower-density development
- **High Single-Family Density Residential** – intended for smaller lot single-family development
- **Mixed-Use Density** – intended for a mix of residential and commercial uses

This mix of designations creates **inconsistency across the site** and does not reflect a unified development approach.

Proposed Designation – Medium Density Residential

The proposed **Medium Density Residential** designation is intended to accommodate:

- Moderate-density single-family development
- Neighborhood-scale residential communities
- Integrated open space and supporting amenities

This designation more accurately reflects the proposed subdivision layout and provides a **clear and consistent planning framework** for the property.

STAFF ANALYSIS

The proposed General Plan Amendment is a logical step in the planning process for the Mack Canyon Subdivision.

Staff finds that the amendment:

- Creates **consistency across the entire project area**
- Aligns the Future Land Use Map with the **proposed development pattern**
- Supports a **cohesive residential neighborhood design**
- Provides a clear policy basis for the associated **rezone to R-1-12**

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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.

Additionally, while the current designation includes mixed-use components, the proposed development incorporates a **small commercial area through the Master Development Agreement**, ensuring that some level of neighborhood-serving use is still included.

From a planning perspective, the amendment improves clarity and supports an **orderly and coordinated development pattern** for this area of the City.

PUBLIC HEARING

A public hearing has been scheduled to receive public comment regarding the proposed General Plan Amendment.

PLANNING COMMISSION ACTION

The Planning Commission should:

1. Hold a public hearing
 2. Receive public comment
 3. Discuss the proposal
 4. Forward a recommendation to the City Council
-

STAFF RECOMMENDATION

Staff recommends that the Planning Commission **forward a positive recommendation to the City Council for approval of the proposed General Plan Amendment** for parcels 01-065-0-0074 and 01-065-0-0014, changing the land use designation to Medium Density Residential.

SUGGESTED MOTION

Approval:

“I move that the Planning Commission forward a positive recommendation to the City Council for approval of the proposed General Plan Amendment for parcels 01-065-0-0074 and 01-065-0-0014, changing the Future Land Use designation to Medium Density Residential for the Mack Canyon Subdivision, located near Mack Canyon Road and SR-138, based on the findings and analysis in the staff report.”

*** 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.

Denial (alternative):

“I move that the Planning Commission forward a negative recommendation to the City Council for the proposed General Plan Amendment, based on the findings discussed.”

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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.



TC03514

Mack Canyon Rd

Taylor Rd

West

Main St

Parkview Dr

Apple Mill Rd

Jonagold Way

Maraschino Lane

Vista View

Meadow Lark Cir

Kent Street

Parker Place

Wayne Way

SR138 HWY

Lincoln Hwy

Provident St

Bluegrass Way

Island Vista Cir

Clark St

Clark Street Court Mobile

Tiebreaker Dr

600 West

MATCH LINE
SEE FLUX ANNEAL

27 26

MACK CANYON ROAD

26

34 35

SUNFLOWER WAY

35

TAYLOR ROAD

BLUEGRASS WAY

ISLAND VISTA CIRCLE

MEADOW LARK CIRCLE

Low Density Residential
(Residential use, allowing a maximum of 2 dwelling units per acre)

Medium Density Residential
(Residential uses, allowing a maximum of 4 dwelling units per acre)

CHERRY PIE LANE

CHERRY COURT

CHERRY AVENUE

BLOSSOM LANE

CHERRY PIE LANE
CHERRY STREET

T2S

34 35

35

T3S

3 2

2

TC0333

5

TC03514

TAYLOR RD

MAIN ST

50 W

ALLIE AVE

600 V

HWY 138
BLUEGRASS RD
ISLAND VISTA WAY

CHADWICK VISTA VW
MARASCHINO LN

HERRY LOD LN
WPA

CHERRY BOM

CHERRY BLOSSOM LN

KENT ST

MEADOW LARK CIR
LOVE WAYNE

BLAINE AVE
RICH

CLARK STRE
COURT
MOBILE HOME

AGENDA ITEM #6

Presentation and Discussion: Discussion of a proposed rezone of parcels 01-065-0-0074, and 01-065-0014 to from R-1-21 to the R-1-12 for the Mack Canyon Subdivision, located approximately near Mack Canyon Road and SR-138.

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



**GRANTSVILLE CITY
STAFF REPORT**

To: Grantsville City Planning Commission

From: Community Development Department

Date: April 7th, 2026

Agenda Item: Presentation, Public Hearing, Discussion, and Consideration – Proposed Rezone for Mack Canyon Subdivision

PROJECT SUMMARY

The request is to **rezone the properties from the R-1-21 (Single-Family Residential, 21,000 sq. ft. minimum lot size) zoning district to the R-1-12 (Single-Family Residential, 12,000 sq. ft. minimum lot size) zoning district.**

The purpose of the rezone is to allow the development of the **Mack Canyon Subdivision**, which has been presented to the City as a master planned residential neighborhood that includes residential lots, open space, and a small commercial component.

PROPERTY INFORMATION

Parcel Numbers:

- 01-065-0-0074
- 01-065-0-0014

Location:

Approximately near **Mack Canyon Road and SR-138**

Current Zoning:

R-1-21 – Single-Family Residential (21,000 sq. ft. minimum lots)

Proposed Zoning:

R-1-12 – Single-Family Residential (12,000 sq. ft. minimum lots)

*** 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.

PROJECT BACKGROUND

The Mack Canyon property was previously introduced to the City as part of a **Planned Unit Development (PUD) concept**. The purpose of the PUD discussion was to review the proposed layout and development pattern for the property.

During staff's review of the proposal, it was determined that the development concept **generally aligns with the requirements of the R-1-12 zoning district**, including lot sizes and density standards.

Because the development concept already complies with the standards of the R-1-12 zoning district, staff and the developer determined that **rezoning the property to R-1-12 would be a more appropriate approach than pursuing a Planned Unit Development**.

The developer has also been working with the City on a **Master Development Agreement (MDA)** that would secure elements of the development concept, including open space areas and a commercial component within the project.

PROPOSED DEVELOPMENT CONCEPT

The Mack Canyon Subdivision is envisioned as a **large residential neighborhood with integrated open space and supporting amenities**. The concept plan includes:

- Single-family residential development consistent with the **R-1-12 zoning district**
- Open space areas distributed throughout the development
- A small commercial area intended to serve the neighborhood
- Internal roadway connections and access to Mack Canyon Road
- Future trail or recreational opportunities within the open space areas

While many of these features could change if the property were simply developed under standard zoning, the **Master Development Agreement is intended to preserve the general development layout presented to the City**.

ZONING ANALYSIS

Current Zoning – R-1-21

The R-1-21 zoning district is intended for **low-density residential development**, with minimum lot sizes of approximately **21,000 square feet (½ acre)**.

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Development under this zoning would likely result in **larger residential lots and lower overall density**.

Proposed Zoning – R-1-12

The R-1-12 zoning district allows **single-family residential development with a minimum lot size of 12,000 square feet (approximately ¼ acre)**.

Rezoning the property to R-1-12 would:

- Allow a **moderate residential density**
- Provide flexibility for neighborhood design
- Support the proposed master planned development layout

STAFF ANALYSIS

The requested rezone would allow the property to develop in a manner consistent with the **Mack Canyon Subdivision concept plan** currently under discussion with the City.

Staff’s review indicates that the proposed development pattern aligns with the standards of the **R-1-12 zoning district**, making a rezone a reasonable mechanism for implementing the project.

Additionally, the developer is proposing a **Master Development Agreement** that would secure certain elements of the concept plan, including open space and commercial areas that would not otherwise be required under the base zoning code.

From staff’s perspective, the proposed rezone paired with the development agreement provides a framework that:

- Allows residential development consistent with City zoning standards
- Secures planned amenities and open space areas
- Establishes a predictable development pattern for the project area

SUGGESTED MOTION

Approval:

“I move that the Planning Commission forward a positive recommendation to the City Council for approval of the proposed rezone of parcels 01-065-0-0074 and 01-065-0-0014 from R-1-21 to R-1-12 for the Mack Canyon Subdivision, located near Mack Canyon Road and SR-138, based on the findings and analysis in the staff report.”

Denial (alternative):

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“I move that the Planning Commission forward a negative recommendation to the City Council for the proposed rezone of parcels 01-065-0-0074 and 01-065-0-0014, based on the findings discussed.”

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MATCH LINE
SEE FLUX ANNEAL

27 26

MACK CANYON ROAD

26

34 35

SUNFLOWER WAY

35

TAYLOR ROAD

BLUEGRASS WAY

ISLAND VISTA CIRCLE

MEADOW LARK CIRCLE

Low Density Residential
(Residential use, allowing a maximum of 2 dwelling units per acre)

Medium Density Residential
(Residential uses, allowing a maximum of 4 dwelling units per acre)

CHERRY PIE LANE

CHERRY COURT

CHERRY AVENUE

BLOSSOM LANE

CHERRY PIE LANE
CHERRY STREET

T2S

34 35

35

T3S

3 2

2

AGENDA ITEM #7

Approval of minutes from the
March 17, 2026 Planning
Commission Regular Meeting.

Action Summary:

Agenda Item	Item Description	Action
#5	Presentation, Public Hearing, Discussion, and Consideration: Consideration of the proposed Dave Christensen single lot development and private lane, approximately 417 E Durfee Street.	Approved
#6	Presentation, Public Hearing, Discussion, and Consideration: Consideration of proposed amendments to the Grantsville City Land Use and Management Code, Chapter 2.	Approved
#7	Presentation, Public Hearing, Discussion, and Consideration: Consideration of proposed amendments to the Grantsville City Land Use and Management Code, Chapters 4, 6, 7, 8, 9, 14, 15, 16, 20, and 21.	Approved
#8	Approval of minutes from the March 3, 2026 Planning Commission Regular Meetings.	Approved

MINUTES OF THE GRANTSVILLE CITY PLANNING COMMISSION, HELD ON MARCH 17, 2026 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 Sarah Moore, Vice-Chair Jason Hill, Commissioner Cameron Moulton, Commissioner Gary Merrill, Commissioner John Montgomery

On Zoom:

Commission Members Absent:

Appointed Officers and Employees Present: Planning and Zoning Administrator Shelby Moore, Community Development Director Bill Cobabe, City Council Member Derek Dalton, Sargent Sager, Planning and Zoning Administrative Assistant Nicole Ackman, City Planner/GIS Analyst Tae-Eun Ko, Fire Marshal Nicholas Critchlow, City Attorney Tysen Barker, City Recorder Alicia Fairbourn, Mayor Heidi Hammond

On Zoom:

Citizens and Guests Present: Bryan Sadler, Paul Linford, Terry Groom, Dan Matthews, Betty Matthews, Unknown, Randy Smith, Dave Unknown, Tracy Christensen

Citizens and Guests Present on Zoom: Unknowns

Commission Chair Sarah Moore called the meeting to order at 7:00 PM.

PUBLIC NOTICE

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Tuesday, March 17, 2026 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

ROLL CALL

PLEDGE OF ALLEGIANCE

AGENDA

Chair Sarah Moore explained that the meeting would follow a new format for public hearing items. She stated that staff would first present each item, followed by a public hearing and public comment period for items requiring public comment. The Planning Commission would then proceed with discussion and consideration.

Chair Sarah Moore reminded members of the public that comments would be limited to three minutes per speaker. She asked that individuals approaching the podium state their name for the record, and noted that the Commission could not engage in direct conversation during public comment, but questions raised may be addressed during the Commission's discussion of the item.

1. Presentation and Discussion: Discussion of a proposed concept in Residential District (R-1-21)

Planning and Zoning Administrator Shelby Moore presented the proposal, explaining that the property is located within the R-1-21 zoning district and that the proposed lot sizes comply with the requirements of that zone. She stated that the applicant is proposing half-width improvements along Main Street totaling approximately 54 feet, with the ultimate width planned at 108 feet, along with a 94-foot collector road on the west side that will extend north and south through future development. She further explained that the internal streets include a 66-foot right-of-way, which meets both City and State code requirements. Shelby also confirmed with the applicant that the concept being presented reflects the current proposal.

Chair Sarah Moore asked whether the Commission had previously reviewed the project. Shelby explained that the proposal had been presented as a Planned Unit Development (PUD) in 2024 and had received a positive recommendation from the Planning Commission but was ultimately tabled by the City Council, which expressed a preference for maintaining half-acre lots.

Commissioner Montgomery asked whether the previous proposal included smaller lot sizes. Shelby confirmed that the earlier concept included quarter-acre lots and townhomes, along with open space features.

Chair Sarah Moore confirmed that the R-1-21 zoning district requires half-acre lots, and Shelby agreed. Shelby also noted that the proposal includes a future connection to the northern property, which would be discussed later in the meeting.

Larry Jacobson was present to answer questions regarding this item. Vice Chair Hill asked about the lot configuration near the open space, specifically referencing Lots 319 and 320 and the irregular alignment created to meet half-acre requirements. Planning and Zoning Administrator Shelby Moore explained that the layout was tied to earlier approvals. She noted that the applicant's Phase 3 application was submitted prior to adoption of the West Bench Study, when Main Street was classified as a 66-foot right-of-way, requiring only a 33-foot half-width. She explained that future phases would be required to meet the updated arterial standard of 108 feet. Vice Chair Hill expressed concern about maintaining a straight road alignment and avoiding future land acquisition or eminent domain, though acknowledged constraints from prior approvals.

Commissioner Montgomery asked whether there is precedent in the city for new developments consisting entirely of half-acre lots. He expressed concern, based on prior experience, that larger lots are often not fully landscaped or maintained and can become visually unappealing. Larry Jacobson agreed, stating that recent phases have shown similar issues, largely due to the lack of secondary water and the cost of culinary water. He explained that homeowners are often unwilling or unable to maintain large lots, which can result in gravel yards, weeds, or storage of vehicles and equipment.

Larry Jacobson further explained that he has been working on this project for approximately five years and has appeared before the City multiple times attempting to obtain approval for smaller lot configurations. He stated that previous concepts included a mix of lot sizes, townhomes, and significant open space amenities, including approximately 25 acres of open space and recreational features. He noted that while staff and prior City Council members had supported those concepts, opposition from a small number of residents and subsequent changes in City Council direction led to a preference for half-acre lots. As a result, he stated he is proceeding with the current proposal to align with that direction, despite his concerns.

Commissioner Montgomery reiterated concerns about the long-term viability of half-acre lots, particularly given the 20% maximum building coverage requirement, leaving a large portion of each lot undeveloped. Discussion followed regarding potential uses of the remaining area, including RV parking and accessory uses, as well as the anticipated challenges of maintaining landscaping without secondary water. Larry Jacobson indicated that the expected home price

range would be approximately \$600,000 to \$700,000 and noted that many buyers may still struggle with the cost of fully improving and maintaining their lots.

Vice Chair Hill asked whether the applicant would consider reallocating open space to improve road alignment. Larry Jacobson stated he would not pursue changes to previously approved phases and indicated reluctance to make further adjustments based on prior experiences.

Item closed.

2. Presentation, and Discussion: Discussion of the proposed Master Development Agreement for Mack Canyon Subdivision located approximately near Mack Canyon Road and SR-138.

Planning and Zoning Administrator Shelby Moore presented the item, explaining that the applicant, Paul Linford, is proposing a development agreement that would accompany a rezone to R-1-12. She stated that the MDA is intended to formalize and bind the applicant to the proposed concept plan, including lot layout, density, open space, and amenities. She explained that the concept meets R-1-12 zoning standards while also incorporating some half-acre lots.

Shelby outlined that the proposal includes required roadway connectivity, including connections to Sun Sage and Highlands developments, as well as the dedication of Mack Canyon Road. She explained that the MDA requires the applicant to provide open space, including ball fields, trails, and a commercial component, and that the layout and density cannot be modified without triggering a reversion back to R-1-21 zoning. She noted that this approach allows the City to achieve a planned layout without requiring a Planned Unit Development (PUD), as the applicant is voluntarily meeting the expectations through the development agreement.

Paul Linford was present to answer questions and explained that the proposal is designed to achieve the same number of lots as a traditional half-acre subdivision while incorporating additional amenities such as parks, trails, and recreational facilities. He stated that smaller lot sizes allow for more efficient water use and reduce the burden of maintaining large yards, particularly in areas without secondary water. He noted that many newer homes primarily landscape front yards, with limited backyard improvements, and that the proposal addresses this by requiring developer-installed front yard landscaping, including xeriscaping.

Paul Linford further explained that the project includes planned amenities such as three ball fields, open space areas, and trail systems, which he believes will improve overall community value. He stated that the reduced lot sizes make these amenities financially feasible while maintaining overall density comparable to half-acre development.

Discussion occurred regarding the commercial component required within the development. Paul Linford expressed concern with the requirement to deliver the commercial parcel by the 101st building permit, explaining that current market conditions may not support commercial

development for several years. He estimated that it could take approximately six to eight years before sufficient population exists to sustain uses such as a gas station and requested flexibility in the timing requirement. Shelby explained that the requirement was intentionally included to ensure the commercial component is delivered but noted that the agreement could be amended in the future if necessary.

Paul Linford confirmed that the development would include a homeowner's association (HOA) to help regulate parking, vehicles, and general property maintenance. He stated that smaller neighborhood parks would be maintained by the HOA, while larger park areas would be dedicated to and maintained by the City.

The Commission discussed landscaping, noting that while xeriscaping may reduce maintenance, it can still become unsightly over time if not properly maintained. However, members acknowledged that requiring developer-installed landscaping provides a more consistent starting condition for the neighborhood.

Shelby confirmed that the roadway network generally consists of 66-foot rights-of-way, with a 94-foot collector road along the west side connecting to adjacent developments.

Item closed.

3. Presentation and Discussion: Discussion of a proposed rezone of parcels 01-065-0-0074, and 01-065-0014 from R-1-21 to the R-1-12 for the Mack Canyon Subdivision, located approximately near Mack Canyon Road and SR-138.

Chair Sarah Moore opened the item for further discussion and asked if there were any additional questions from the Commission beyond those already addressed in the prior item.

No additional questions or comments were raised by the Commission.

Item closed.

4. Presentation and Discussion: Discussion of a proposed rezone of parcels 01-071-0-0012, 01-074-0-0012, 01-074-0-0010, and 11-010-0-0002 from R-1-21 to R-1-12 for the Wellstone Subdivision, located near Pear Street and Quirk Street.

Planning and Zoning Administrator Shelby Moore presented the item, explaining that the property was previously zoned A-10 in 2012 and was rezoned to R-1-21 in 2015. She stated that the surrounding area consists primarily of half-acre lots, with some one-acre A-10 properties. She confirmed that secondary irrigation water is available on the property and noted that it has historically been used as agricultural land.

Shelby explained that two concept scenarios are being considered: one that includes approximately 58 acres of residential development and another that incorporates a potential school site of approximately 55 acres. She noted that if the school site is not developed, the residential area could extend through that portion of the property.

Randy Smith was present to answer questions on this item. He presented the concept and explained that the proposal begins with a zone change and would be followed by a Planned Unit Development (PUD) application with more detailed plans. He stated that the development team has been working with the school district regarding a potential new high school site and that the district currently has funding available for land acquisition, though construction would require future bonding. He explained that the concept includes residential areas on the north and south ends of the property, with a potential school site located in the center.

Chair Sarah Moore asked for clarification on moderate-income housing and how it would be addressed within the development. Randy Smith explained that meeting the State's lower income thresholds, particularly at 80% of area median income, is very difficult with for-sale housing products and is more feasible through rental developments. He noted that while higher thresholds may be more attainable, true moderate-income housing remains challenging within this type of subdivision.

Commissioner Montgomery asked about the amount of residential acreage, and staff clarified that approximately 58 acres are proposed for residential use. Discussion followed regarding lot sizes and zoning, with staff confirming that the request is to rezone from R-1-21 to R-1-12 to allow for smaller lot sizes.

Chair Sarah Moore raised concerns about traffic impacts, particularly along Quirk Street, noting existing congestion and safety issues. Randy Smith responded that road widening and dedication would be required, including expansion of Quirk Street to a planned 90-foot right-of-way, and that the development would be required to meet City standards and provide necessary traffic improvements. Shelby added that additional roadway connections, including extensions of South Street and other planned roads, would help distribute traffic.

Commissioner Moulton questioned whether the rezone should be evaluated independently of the school proposal. Randy Smith acknowledged that while the school is not guaranteed, the development is being designed to accommodate it if approved, and an alternative plan without the school would be included with the PUD.

Mayor Heidi Hammond provided clarification on school timelines, stating that the earliest potential bond for a new high school would be in 2028, with an estimated three- to five-year construction timeline.

The Commission discussed infrastructure timing, traffic impacts, and development sequencing. Randy Smith stated that development would proceed as quickly as feasible and that infrastructure would likely be constructed ahead of any future school development. He also confirmed that irrigation water is available for both residential and potential school uses, with water shares tied to the property.

Item closed.

5. Presentation, Public Hearing, Discussion, and Consideration: Consideration of the proposed Dave Christensen single lot development and private lane, approximately 417 E Durfee Street.

Presentation by Planning and Zoning Administrator Shelby Moore

Planning and Zoning Administrator Shelby Moore presented the item, explaining that the proposal had gone through the Development Review Committee (DRC) process and was approved at that level. She stated that the project consists of a single lot development accessed by a private lane, noting that a private lane is distinct from a private street.

Shelby explained that the property is being platted due to a small dedication along Durfee Street, approximately seven feet, in order to achieve the required 90-foot right-of-way. She noted that the proposal includes a fire turnaround and that the private lane meets all applicable zoning ordinance requirements, including width and access standards.

She further explained that, under Chapter 24 of the City Code, both single lot developments and private lanes require Planning Commission approval when a plat is involved, which is why the item was brought forward for Commission review.

Public Hearing

No comments

Discussion and Consideration:

Dave Christensen was present to answer questions on this item. He stated that the property is currently a vacant dirt lot and confirmed that irrigation is available, noting approximately 1.5 shares. He indicated that the lot would be maintained and irrigated as part of the development.

Commissioner Montgomery asked whether the City's code addresses flag lots. Shelby explained that while flag lots are generally not preferred, there is no specific prohibition in the code. She clarified that this particular lot was already legally established, so it is not subject to current frontage requirements in the same way a newly created lot would be.

Commissioner Merrill expressed concern regarding the long-term traffic impacts on Durfee Street, noting that the addition of another home could contribute to increased congestion on an already busy roadway. However, he acknowledged that the property is zoned appropriately and that there are no code provisions preventing the development. He stated that, despite his concerns, he did not see a basis to restrict a property owner from developing within the allowed zoning.

Chair Sarah Moore noted that traffic concerns had previously been studied on Durfee Street and agreed that the City likely could not restrict development if it meets zoning requirements. Vice Chair Hill confirmed with Shelby that the proposal meets all requirements related to access, easements, and right-of-way dedication, and stated he had no further concerns.

Chair Sarah Moore asked how the front yard would be determined. Shelby explained that the private lane would function as the front of the lot, with side and rear yards oriented accordingly. She further clarified that the address would still be assigned off Durfee Street, as the private lane does not qualify as a public street.

Chair Sarah Moore also asked about the potential for an accessory dwelling unit (ADU). Shelby stated that while no ADU was currently proposed, one could be permitted in the future if it complies with the City's ADU ordinance.

City Council Member Derek Dalton asked staff to display the easement location and inquired whether the development would impact the adjacent property to the west. Shelby clarified that the neighboring lot would not be affected and that the plat simply reflects an already existing parcel, meeting all setback requirements.

Jason Hill made a motion to recommend approval of consideration of the proposed Dave Christensen single lot development and private lane, approximately 417 E Durfee Street. John Montgomery seconded the motion. The vote was as follows: Sarah Moore "Aye," Jason Hill "Aye," "Gary Merrill "Aye" and Cameron Moulton "Aye." The motion passed unanimously.

6. Presentation, Public Hearing, Discussion, and Consideration: Consideration of proposed amendments to the Grantsville City Land Use and Management Code, Chapter 2.

Presentation by Planning and Zoning Administrator Shelby Moore

Planning and Zoning Administrator Shelby Moore presented the updates, explaining that she had incorporated the revisions previously requested by the Commission. She noted that many of the redlined changes involve reorganizing definitions, including moving several into Chapter 20 for sign-related definitions, as well as renumbering sections to improve clarity and consistency.

Shelby explained that several definitions were renumbered and new definitions were added, including definition (50) Community Gardens, (51) Concept Plans, and an expanded definition (52) Conditional Use. She stated that the conditional use definitions were reorganized and separated to reduce confusion and to ensure that detrimental effects were not improperly grouped within those definitions.

She then reviewed modifications to definition (57) Corner Lots and related lot definitions, including clarification to definition (113(a)) Street Side Yard terminology. Shelby explained that the revised language resolves prior inconsistencies by establishing that a corner lot initially has two front yards; however, once a dwelling is constructed, the yard adjacent to the primary entrance remains the front yard, while the second frontage converts to a street side yard. That street side yard is then subject to front yard setback, fencing, visibility, and other yard-related requirements.

Shelby also explained that, at the Commission's request, new definitions were added for (71) Deviation and (209) Variance. She described a deviation as a limited administrative adjustment to dimensional standards that does not alter zoning density or permitted uses, and clarified that such requests would be reviewed by the Board of Adjustment.

She further noted that definitions were added or clarified for definition (79) Dwelling, Four-Family (Fourplex/Quadplex), as well as employee-related provisions associated with conditional use permits.

Shelby outlined the updated definition (96) Family Food Production and the Raising of Large, Medium, and Small Sized Animals. She explained that large animals, such as horses and cows, require a minimum of 10,000 square feet for the first animal, with an additional 2,000 square feet required for each additional animal. For medium animals, including pigs, sheep, and goats, she stated that a minimum of 1,000 square feet per animal is required, with a maximum of six medium animals per half-acre. She noted that this limitation was added to address prior issues where properties could potentially have an excessive number of animals on a single lot. For small animals, such as rabbits and poultry, she explained that the required area had been reduced from 500 square feet to 100 square feet per animal, with a maximum of six small animals in any combination per half-acre.

Shelby further explained that new language was added to limit combinations of animals per half-acre lot, require a 100-foot setback from any dwelling, and clarify that gross land area is used to calculate required space. She stated that these updates were in response to ongoing code enforcement issues, including situations where animals were being kept too close to homes or even within residential structures.

Vice Chair Hill expressed concern about compatibility as the City grows, particularly related to odor and proximity of animals such as pigs and goats to neighboring properties. He stated that

even at 100 feet, certain animals could create impacts and suggested that larger animals may need to be limited to larger lots as development increases.

Commissioner Montgomery asked whether the updated standards alone would address the concerns staff had experienced. Shelby Moore responded that the changes were optional for the Commission to refine and that the 100-foot setback was not previously in the code but had been added to address those concerns.

Commissioner Moulton asked for clarification on how the 100-foot setback would be applied, specifically questioning whether it referred to the animals themselves or their living areas. Shelby clarified that the intent was to regulate the location of the animal living areas, such as barns, coops, or enclosures, rather than restricting animals from being physically present closer to a dwelling. Commissioner Moulton suggested that the language be refined to clearly reflect that intent and avoid misinterpretation.

Additional discussion addressed consistency in the code language. Commissioner Moulton noted that some provisions referenced square footage of open area while others referenced limits per half-acre, and he recommended aligning the terminology to ensure clarity and prevent confusion. Shelby acknowledged the comment and indicated she would make note of the needed adjustments.

Commissioner Merrill recommended removing the phrase “including the keeping of horses” from the main definition, noting that horses were already addressed within the subsection for large animals and that the language was redundant. He stated that the revised structure was significantly clearer than the previous version.

Additional updates included the addition of definition (127) Homeowners Association definition to clarify responsibilities and the addition of mitigation conditions, which she explained are site-specific requirements that may apply to conditional use permits and site plan approvals.

Shelby further explained that she reorganized all street-related definitions into a single section to improve usability under definition (273) Street and road systems. As part of this update, duplicate definitions such as cul-de-sac were removed and replaced with a single, clearer definition. Arterial street language was modified to remove a fixed traffic threshold and instead rely on traffic study results. Local street definitions were updated to reference the City’s transportation plans. She clarified that a private lane is not considered a street and explained that private street standards were updated by removing outdated language and aligning with current state requirements.

She explained that updated roadway cross sections reflect state limitations, including a maximum of 32 feet of asphalt for certain residential streets, while still allowing the City to maintain larger right-of-way widths to accommodate sidewalks, park strips, and long-term infrastructure needs.

Shelby also noted that definition (113) Front Yard terminology was simplified by replacing a redundant definition with the term “yard, front” to avoid unnecessary renumbering.

Community Development Director Bill Cobabe provided additional context regarding roadway standards, explaining that wider right-of-way requirements are intentional to prevent long-term maintenance issues. He referenced prior examples where narrow private roads later became public liabilities, emphasizing the importance of planning for future infrastructure and potential public ownership.

Public Hearing

No comments

Discussion and Consideration

Cameron Moulton made a motion to table the consideration of proposed amendments to the Grantsville City Land Use and Management Code, Chapters 4, 6, 7, 8, 9, 14, 15, 16, 20, and 21. With the following condition: That definition (96), Family Food Production, and the raising of large, medium, and small animals be revised to remove the reference to the keeping of horses from the main definition, and to ensure consistent terminology and clarity.. The vote was as follows: Sarah Moore “Aye,” Jason Hill “Aye,” Gary Merrill “Aye” and Cameron Moulton “Aye.” The motion was passed unanimously.

7. Presentation, Public Hearing, Discussion, and Consideration: Consideration of proposed amendments to the Grantsville City Land Use and Management Code, Chapters 4, 6, 7, 8, 9, 14, 15, 16, 20, and 21.

Presentation by Planning and Zoning Administrator Shelby Moore

Planning and Zoning Administrator Shelby Moore presented the proposed amendments, explaining that the majority of the changes are tied directly to the updates made in Chapter 2. She noted that many of the revisions were intended to improve clarity, remove redundancy, and ensure consistency across the code.

Shelby began with Chapter 4, explaining that the previously included approved tree list was removed because those requirements are more appropriately located in Chapter 9. She also explained that variance language was revised to remove flexibility that conflicted with established standards, emphasizing that if requirements are adopted, they should be consistently enforced, with appeals handled through the appropriate process. She further noted that new standards were added for secondary access, including a minimum frontage requirement of 150

feet and a maximum driveway width of 30 feet, along with clarifications regarding parking compliance, driveway approaches within the public right-of-way, and access to arterial and collector roads.

She explained that approval authority for certain items was shifted from City Council to Planning Commission, particularly for preliminary plats, in order to align with recent changes in state law. She also clarified that standards previously limited to single-family developments were expanded to apply to all residential development types.

Shelby then reviewed Chapter 7, explaining that conditional use permit provisions were reorganized and clarified. She noted that the code now explicitly states there is no presumption of approval, establishes clear approval criteria, and requires the Planning Commission to provide findings of fact when approving or denying a conditional use permit. She also explained that public hearing and notice requirements were consolidated into a single section to eliminate redundancy, and that a new process was added to address commercial uses not listed in the use table in accordance with state legislation.

In Chapter 8, Shelby explained that language related to home occupations was clarified and streamlined, with definitions aligned to Chapter 2. She noted that redundant language was removed and reorganized to improve readability and consistency.

She then discussed Chapters 14 and 15, explaining that home occupations were added as permitted uses where appropriate, now that clear standards have been established.

Shelby reviewed Chapter 9, explaining that landscaping standards were reorganized and expanded. She stated that the tree list removed from Chapter 4 was incorporated into this section and expanded to include additional plant materials to better support beautification efforts throughout the City. She also explained that definitions for park strips, parkways, and related elements were clarified, and that standards for landscaping materials, maintenance, and enforcement were reorganized for clarity.

She further explained that family food production standards were carried through consistently from Chapter 2 and that certain uses were reevaluated across zoning districts. Shelby noted that commercial-type uses were removed from residential zones and relocated to appropriate commercial zones. She also explained that community gardens were added as permitted uses in additional zones and that uses such as correctional facilities and golf courses were removed from residential zones and placed within commercial zoning districts where they are more appropriate.

Shelby Moore stated that animal-related uses, including family food production and sportsman permits, were removed from RM-7 zoning due to lot size constraints and inconsistency with smaller residential zoning districts, while still allowing smaller animals such as chickens and

rabbits with limitations. She also noted that micro-entrepreneurship was added as a conditional use within RM-7.

She then reviewed Chapter 20, explaining that sign-related definitions were consolidated into that chapter to avoid duplication across multiple sections of code. Vice Chair Hill asked for clarification on how the proposed open space and playground surfacing requirements would apply in developments that are maintained by a homeowners association. Specifically, he questioned whether those standards would still be required if the open space areas were privately owned and maintained rather than dedicated to the City.

Shelby explained that the City would require compliance with those standards at the time of development approval, including review of park layouts and required improvements such as playground surfacing. She clarified that these requirements would apply during the subdivision and development process, regardless of whether the open space is ultimately maintained by the City or an HOA.

Shelby further explained that if an HOA later chooses to install additional amenities or make modifications within privately owned open space, those improvements would generally fall under the HOA's authority and standards, as they would no longer be subject to the same level of City review once the development has been approved and constructed.

In Chapter 21, Shelby explained that subdivision processes were reorganized to simplify the approval structure. She noted that one subdivision level was removed due to redundancy, and others were renumbered and consolidated to improve clarity. She explained that preliminary plats are now approved by the Planning Commission and final plats by staff, consistent with state requirements.

Shelby reviewed proposed changes to stormwater management requirements, explaining that the City is moving away from traditional rear-yard retention basins due to ongoing maintenance and enforcement challenges. She stated that homeowners often modify or fill in these areas, making them difficult to track and resulting in noncompliance. The proposed amendments encourage alternative solutions, such as dry wells, injection systems, or front yard stormwater features, which are easier to maintain and monitor.

Community Development Director Bill Cobabe supported these changes, noting that maintenance of rear-yard retention areas has been a consistent challenge for the City. He explained that the revised approach would help improve long-term functionality and reduce ongoing maintenance issues.

Public Hearing

No comments

Discussion and Consideration

Commission members expressed general support for the proposed amendments. Vice Chair Hill stated that he appreciated the amount of work that went into the revisions and noted the effort required to reorganize and clarify multiple chapters of code.

Commissioner Merrill commented that the updates significantly improved the organization of the code, describing it as a “defragmentation” of the system that made it more functional and easier to follow.

Chair Sarah Moore asked if there were any additional comments from the Commission following the presentation, and none were raised at that time.

Commissioner Montgomery asked whether the proposed amendments addressed affordable or moderate-income housing. Shelby explained that those provisions are addressed in Chapter 12 under the Planned Unit Development (PUD) section, where increases in density require a portion of units to be designated as moderate-income housing, meeting applicable area median income thresholds.

Chair Sarah Moore expressed appreciation for the extensive effort involved in reviewing, cross-referencing, and refining the code, noting the level of detail required to complete the updates.

Cameron Moulton made a motion to recommend approval of the consideration of proposed amendments to the Grantsville City Land Use and Management Code, Chapters 4, 6, 7, 8, 9, 14, 15, 16, 20, and 21. Gary Merrill seconded the motion. The vote was as follows: Sarah Moore “Aye,” Jason Hill “Aye,” Gary Merrill “Aye” and Cameron Moulton “Aye.” The motion was passed unanimously.

8. Approval of minutes from the March 3, 2026 Planning Commission Regular Meeting.

Cameron Moulton made a motion to recommend approval of the minutes from the March 3, 2026 Planning Commission Regular Meeting. Jason Hill seconded the motion. The vote was as follows: Sarah Moore “Aye,” Jason Hill “Aye,” Gary Merrill “Aye” and Cameron Moulton “Aye.” The motion was passed unanimously.

9. Report from City Staff.

Community Development Director Bill Cobabe reminded the commission of the upcoming conference scheduled for April 8–10. He explained that registration will begin at 1:00 p.m. on April 8 and that attendees should plan to travel that morning. He noted that transportation would be coordinated, with a City vehicle available, and encouraged those attending to review the draft agenda and identify any sessions of interest. He also explained that there will be a planning commissioner-specific track beginning on Thursday.

Chair Sarah Moore asked about additional upcoming work meetings with the City Council. Bill confirmed that a joint work meeting was scheduled for March 24. Shelby added that an additional joint work meeting for the Master Transportation Plan was planned for April 14. The Commission discussed timing, confirming the March 24 meeting at 6:30 p.m. and the April 14 meeting at 7:00 p.m., with the possibility of additional meetings to be determined.

10. Open Forum for Planning Commissioners.

Nothing to discuss

11. Report from City Council.

City Council Member Derek Dalton provided an update on recent City Council actions. He stated that the Council approved the rezone request previously recommended by the Planning Commission for Ross Automotive, located on Main Street, to the Commercial Services (C-S) zoning designation.

He also shared that the City Council approved a stipend program for the fire department. He explained that the program establishes benchmarks for volunteer firefighters to receive compensation based on participation in calls, training, and other service-related activities. He noted that while the stipend may not fully reflect the value of their service, it is intended as a gesture of appreciation for their contributions.

Derek Dalton further noted that there would be no City Council meeting the following night, as it had been rescheduled to the 25th.

Mayor Heidi Hammond added that improvements at Scenic Slopes Park are progressing well and noted that she had recently seen updates on the project.

City Council Member Derek Dalton then asked if there were any items the Planning Commission would like him to take back to the City Council. Chair Sarah Moore asked about the status of bike trail updates. Commissioner Montgomery indicated that additional work is needed and referenced prior discussions related to mapping and planning efforts. Mayor Heidi Hammond stated that she would provide a contact for further coordination on that topic.

Chair Sarah Moore expressed appreciation for the City's firefighters and public service personnel for their service.

12. Adjourn.

John Montgomery made a motion to adjourn. Jason Hill seconded the motion. The vote was as follows: Sarah Moore "Aye," Jason Hill "Aye," Gary Merrill "Aye" and Cameron Moulton "Aye." The meeting adjourned at 8:56 p.m.

AGENDA ITEM #8

Report from City staff.

AGENDA ITEM #9

Open Forum for Planning Commissioners

AGENDA ITEM #10

Report from City Council.

AGENDA ITEM #11

Adjourn.