

PUBLIC NOTICE

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Tuesday, May 5, 2026 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

ROLL CALL

AGENDA

1. Presentation, **Public Hearing**, Discussion, and Consideration: Consideration of proposed amendments to Grantsville Land Use Ordinance Section 4.5, Lot Standards and Street Frontage.
2. Presentation, **Public Hearing**, Discussion, and Consideration: Consideration of an appeal by Teresa Outzs of the Zoning Administrator's denial of a Kennel Permit (six (6) dogs) and a Conditional Use Permit (twelve (12) chickens, hens only) at 176 E Elisabeth Court, located in the R-1-21 zoning district, due to failure to meet open space requirements.
3. Presentation and Discussion: Discussion of a proposed concept for the Le Property in the Mixed Use (M-U) zoning designation, located at 454 East Main Street.
4. Presentation and Discussion: Discussion of a proposed General Plan Amendment for parcels 01-059-0-0041, 01-059-0-0001, 01-059-0-0028, and 01-059-0-0027, amending the land use designation from Rural Residential 1 and High Single-Family Residential to Mixed-Use for the Orion Subdivision, located approximately at 800 East Main Street.
5. Presentation and Discussion: Discussion of a proposed Rezone for parcels 01-059-0-0041, 01-059-0-0001, 01-059-0-0028, and 01-059-0-0027, from A-10, RR-1, and RM-7, to RM-15 for the Orion Subdivision, located approximately at 800 East Main Street.
6. Approval of minutes from the April 7, 2026 Planning Commission Regular Meeting.
7. Report from City Staff.
8. Open Forum for Planning Commissioners.
9. Report from City Council.
10. Adjourn

Shelby Moore
Zoning Administrator
Grantsville City Community & Economic Development

Join Zoom Meeting

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

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

Meeting ID: 435 884 3411



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

AGENDA ITEM #1

Presentation, Public Hearing, Discussion, and Consideration: Consideration of proposed amendments to Grantsville Land Use Ordinance Section 4.5, Lot Standards and Street Frontage.



STAFF REPORT

To: Grantsville City Planning Commission
From: Shelby Moore, Zoning Administrator
Meeting Date: May 5th, 2026
Public Hearing Date: May 5th, 2026

1. Presentation, Public Hearing, Discussion, and Consideration:

Consideration of proposed amendments to Grantsville Land Use Ordinance Section 4.5, Lot Standards and Street Frontage

Background

Section 4.5 of the Grantsville Land Use Ordinance establishes minimum lot standards, including requirements for lot area, width, depth, and street frontage. The intent of this section is to ensure that lots are usable, proportional, and consistent with the character of the zoning district.

The current ordinance includes a provision stating that lots $\frac{1}{2}$ acre or less may not be more than three times as long as they are wide. This standard was adopted to prevent the creation of long, narrow lots that can create issues with access, building placement, and neighborhood design.

Proposed Amendment

Staff is proposing a text amendment to modify the applicability of the lot proportion standard:

- Replace “ $\frac{1}{2}$ acre or less” with “**14,000 square feet or less.**”

The amended language would read:

“...provided that no lot containing **14,000 square feet or less** shall be created which is more than three times as long as it is wide.”

Analysis

The proposed amendment is intended to correct an inconsistency between the City’s minimum frontage

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requirements and the current lot proportion standard.

Under existing regulations, the minimum frontage requirement in many residential zones is **70 feet**. When applied to a **½ acre lot (21,780 square feet)**, the proportionality standard creates a conflict:

- A lot with 70 feet of frontage is limited to a maximum depth of 210 feet (3:1 ratio)
- This results in a lot size of approximately **14,700 square feet**, which is significantly smaller than ½ acre

As a result, a developer cannot create a compliant ½ acre lot using the minimum required frontage. Instead, the developer must increase the lot width beyond the minimum standard in order to meet the depth-to-width ratio.

This creates several issues:

- The ordinance effectively requires wider lots than the stated minimum frontage
- Standards within the code do not align, leading to confusion and inefficiency in subdivision design
- It limits flexibility in lot layout without a clear planning benefit

By adjusting the threshold to **14,000 square feet or less**, the proportionality requirement is applied to smaller lots where it is most impactful, while allowing larger lots greater flexibility in design. This change maintains the intent of preventing long, narrow lots while ensuring that the City’s standards work together rather than against each other.

Staff Recommendation

Staff recommends that the Planning Commission forward a **positive recommendation** to the City Council for the proposed amendment to Section 4.5, Lot Standards and Street Frontage, as it resolves an internal conflict in the ordinance and better aligns lot standards with current development practices.

Before

4.5 Lot Standards And Street Frontage

Except as otherwise provided in this Code, every lot presently existing or hereafter created shall have such area, width, and depth as required by this Code for the district in which such lot is located and shall have frontage upon a public street or upon a private street or right-of-way approved by the Planning Commission, before a building permit may be issued, provided that no lot containing 1/2 acres or less shall be created which is more than 3 times as long as it is wide.

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After

4.5 Lot Standards And Street Frontage

Except as otherwise provided in this Code, every lot presently existing or hereafter created shall have such area, width, and depth as required by this Code for the district in which such lot is located and shall have frontage upon a public street or upon a private street or right-of-way approved by the Planning Commission, before a building permit may be issued, provided that no lot containing 14,000 square feet or less shall be created which is more than 3 times as long as it is wide.

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AGENDA ITEM #2

Consideration of an appeal by Teresa Outzs of the Zoning Administrator's denial of a Kennel Permit (six (6) dogs) and a Conditional Use Permit (twelve (12) chickens, hens only) at 176 E Elisabeth Court, located in the R-1-21 zoning district, due to failure to meet open space requirements.

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



**Permit # 2026017 & 2026016
Staff Report Summary for
Appeal of Kennel Permit Denial and Conditional Use Permit Denial (Animals)**

| | |
|--|--|
| Parcel ID(s): 22-006-0-0125 | Meeting Date: May 5, 2026 |
| Property Address: 176 E Elisabeth Cove | Public Hearing: May 5, 2026 |
| Name: Teresa and Robb Ouzts | Date: April 30, 2026 |
| Request: Appeal of Kennel Permit Denial and Conditional Use Permit Denial (Animals) | Current Zone: R-1-21 |
| Prepared By: Community Development Staff | Acres: .50 Acres (21,780 square feet) |

Background

On **January 14, 2026**, a Notice of Violation was issued to the property owners following a complaint received from a neighboring property owner regarding multiple animals being kept at the property located at 176 E Elisabeth Cove, including geese, ducks, chickens, and six (6) dogs.

The notice informed the property owners that any combination of more than six (6) small animals requires a Conditional Use Permit, and that more than three (3) dogs requires a Kennel Permit. The property owners were directed to submit the appropriate applications to come into compliance.

Following the issuance of the violation notice, the property owners submitted applications for both a kennel permit and a conditional use permit to allow for the animals on site.

A kennel permit application was submitted proposing a total of six (6) dogs on the property. After review, a denial letter was issued on **February 12, 2026**, based on the property not meeting the minimum open space requirements for a Class "A" kennel.

Additionally, the applicants submitted a conditional use permit application for twelve (12) chickens and two (2) ducks. Following review, a denial letter was issued on **February 24, 2026**, citing both the number of animals exceeding the allowed maximum and insufficient qualifying open space.

The applicants have appealed both decisions, and the items are being considered together due to overlapping code requirements related to animal density, setbacks, and available open space.

REASON FOR DENIAL

Kennel Permit (6 Dogs)

Pursuant to **Grantsville Municipal Code [Title 4, Animal Control, Section 4-1-6, Dog Licensing and Fees](#)**, no person at a single residence within the City may own or license more than three (3) dogs at any one time, except as otherwise provided in the code.

Additionally, pursuant to **Grantsville Municipal Code [Section 4-1-32, Regulatory Permits](#)**, it is unlawful to operate or maintain a kennel or similar establishment without first obtaining a regulatory permit from the Department of Animal Control, in addition to all other required licenses.

Pursuant to **Grantsville Land Use Ordinance [Section 15.7, Codes and Symbols, and Use Table 15.1](#)**, a Class “A” kennel, which includes four (4) to fifteen (15) animals, requires that no animal be kept, penned, or raised within 100 feet of any pre-existing residential dwelling, measured from the nearest corner of the residence. Each animal must have a minimum of 1,000 square feet of area, and an additional 4,000 square feet is required for each animal over five.

For six (6) dogs:

- **Required:** 9,000 square feet
- **Provided:** Approximately 1,077 square feet
- **Deficiency:** 7,923 square feet

Based on these standards, the property does not meet the minimum requirements necessary to approve the kennel permit.

Conditional Use Permit (Chickens and Ducks)

Pursuant to Grantsville Land Use Ordinance **[Section 15.7 and Use Table 15.1](#)**:

- A maximum of **six (6) small animals** is permitted in the R-1-21 zone
- Each animal must have a minimum of **100 square feet of open area**
- Animals must not be located within **100 feet of any pre-existing residential dwelling**

For twelve (12) chickens and two (2) ducks:

- **Total Animals:** 14 (exceeds allowed maximum)
- **Required:** 1,400 square feet
- **Provided:** Approximately 1,077 square feet

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- **Deficiency:** 323 square feet

Based on these standards, the property does not meet the minimum requirements necessary to approve the conditional use permit.

Combined Impact

For both the kennel permit (6 dogs) and the conditional use permit for poultry (12 chickens and 2 ducks) were approved, the required open space would be cumulative.

- **Kennel Requirement:** 9,000 square feet
- **Poultry Requirement:** 1,400 square feet
- **Total Required:** 10,400 square feet

The subject property contains approximately **1,077 square feet** of qualifying open space.

- **10,400 square feet required – 1,077 square feet provided = 9,323 square feet deficiency**

Based on these standards, the property does not meet the minimum open space requirements

ADDITIONAL ZONING COMPLIANCE CONSIDERATIONS

If the Planning Commission chooses to overturn the denial, staff recommends consideration of the following:

- The **100-foot setback requirement** significantly limits usable open space on the parcel.
- All required open space must be located **outside of required setback areas**.
- Approval of both uses would require the property to meet **combined open space requirements**, which is not feasible based on current site conditions.

Pursuant to Grantsville Municipal Code Title 4, up to three (3) dogs are permitted at a residential property without requiring a kennel permit and are not subject to the additional open space and setback requirements applicable to kennel uses.

Based on the available qualifying open space on the property, staff notes that the site may be capable of supporting a limited number of small animals that comply with City Code. This could include up to ten (10) chickens, provided no additional dogs are kept beyond the three (3) permitted by right and all applicable setback and open space requirements are met.

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CONDITIONS IF APPROVED

1. **Compliance with City Code:** All applicable provisions of the Grantsville City Code must be met.
2. **Animal Limitations:** The number and type of animals shall not exceed what is approved.
3. **Setback Compliance:** All animals must be maintained outside of required setback areas.
4. **Open Space Requirements:** Minimum open space requirements must be maintained at all times.
5. **Health and Safety Standards:** All applicable health, sanitation, and animal welfare standards must be followed.
6. **Dog Licensing and Vaccinations:** All dogs shall be licensed through Grantsville City and must maintain current vaccinations, including rabies, in accordance with Title 4 of the Grantsville Municipal Code. Licenses and vaccinations shall be kept current on an annual basis.
7. **Noise and Nuisance Control:** The keeping of animals shall not create excessive noise, odor, or other nuisances that disturb surrounding properties. All animals shall be maintained in a manner consistent with applicable nuisance regulations under the Grantsville City Code.
8. **Administrative Review:** The permit may be reviewed periodically or upon complaint.
9. **Revocation:** Failure to comply may result in revocation of the permit.

PRIVATE COVENANTS (CC&Rs)

Recorded Covenants, Conditions, and Restrictions (CC&Rs) may apply to properties within the subdivision. The City does not enforce private CC&Rs, and any approval granted by the City does not override or negate private restrictions. Enforcement of CC&Rs is a civil matter between property owners.

A copy of the recorded CC&Rs has been attached for reference.

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ELISABETH Cv

176 E Elisabeth Cv

Ruler

Line Path Polygon Circle 3D path 3D polygon

Measure the height, width and area of 3D buildings

Perimeter: 158.04 Feet

Area: 1,077.21 Square Feet

Mouse Navigation

Save Clear



Grantsville City
429 East Main Street, Grantsville UT 84029
Tooele County, State of Utah

Notice of Violation

01/14/2026

OUZTS ROBERT STACY JT, OUZTS RATINA TERESA JT
176 E ELISABETH COVE
GRANTSVILLE, UT 84029

Re: Case Number 20260001
Subject Property: 176 E ELISABETH CV, GRANTSVILLE, UT 84029
Property ID Number: 22-006-0-0125

Dear Property Owner:

We have received a complaint that there are multiple geese, ducks, chickens, and six dogs on the property located at 176 E. Elisabeth Cove:

Per **Grantsville Land Use Ordinance Section 15.7, Codes and Symbols, and Use Table 15.1**, residents may keep rabbits, ducks, chickens (hens only), or turkeys, **with no more than six (6) animals in any combination**, provided that appropriate cages, pens, coops, or shelters are provided when the animals are kept outdoors. **If you have more than six (6) animals in any combination, you are required to apply for a Conditional Use Permit.**

In addition, **residential properties are permitted to have up to three (3) dogs. Any dogs over three (3) also require a Kennel/Sportsman Permit under the same section of the ordinance.**

The following action must be taken to correct the above stated violation(s):

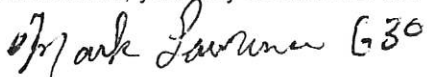
Please submit a Conditional Use Permit application for the geese, ducks, and chickens, and a separate Kennel/Sportsman Permit application for the additional three (3) dogs.

Both applications must be submitted within 30 days to avoid further enforcement action. Applications are available through the City's online portal at: <https://grantsvilleut2.portal.iworq.net/portalhome/grantsvilleut2>

If you have any questions or believe this notice was issued in error, please contact our office at 435-884-1674 or email codeenforcement@grantsvilleut.gov.

The correspondence will serve as official notification that the above stated violations must be corrected before 02/14/2026. Fines, liens or special assessments may be placed on the property for noncompliance and/or the costs of abatement, repair or demolition by the City.

For further information, you may contact me at .

Sincerely, 

M. Lawrence
Animal Control and Code Enforcement Officer



Notice of Decision - Conditional Use Permit Denial

Dear Teresa & Robb Ouzts,

After a thorough review of your Conditional Use Permit (CUP) application for 12 Chickens, and 2 ducks at 176 E ELISABETH CV, the Planning and Zoning Administrator has determined that the application is denied based on the following Findings for Denial:

Per Grantsville Land Use Ordinance [Section 15.7, Codes and Symbols and Use Table 15.1](#), properties located in the R-1-21 zoning designation are permitted to raise rabbits, ducks, chickens (hens only), or turkeys, subject to the following:

- No more than six (6) such animals in any combination.
- Each small-sized animal (fully grown) must have a minimum of 100 square feet of open area.
- No animal shall be kept, corralled, penned, or raised within 100 feet of any pre-existing residential dwelling located on an adjoining lot, measured from the nearest corner of the dwelling.

For twelve (12) chickens and two (2) ducks:

- 14 animals × 100 square feet per animal = 1,400 square feet required.
- Your property provides approximately 1,077 square feet available.
- 1,400 square feet required – 1,077 square feet available = 323 square feet deficiency.
This results in a deficiency of 323 square feet.

Please note that the 1,400 square feet of open space required for the poultry and ducks would be in addition to the 9,000 square feet of open space required for the kennel permit associated with six (6) dogs, which was recently denied due to the property not meeting the 9,000 square foot open space requirement.

This decision is in accordance with the relevant City ordinances and is based on the information provided in your application.

You have the right to appeal this decision. Appeals must be submitted in writing and will be heard by the Grantsville City Planning Commission. To initiate an appeal, please notify us within 30 days from the date of this decision.

Dated this 24th day of February, 2026.

Shelby Moore
Shelby Moore
Zoning Administrator

Raising of Rabbits, Ducks, Chickens (hens only), or Turkeys
with not more than six (6) such animals in any combination,
provided that appropriate cages, pens, coops, houses, etc.
shall be provided for when these animals are kept outdoors.
(Amended 04/11, 02/13)

Family Food Production and the Raising of Horses.

The first large animal (fully grown) shall have 10,000 sq ft of open area, each additional large animal shall have an additional 2,000 sq ft of open area. Each medium sized animal (fully grown) shall have 1,000 sq ft of open area and each small sized animal (fully grown) shall have 100 sq ft of open area. The area of stables, barns and pens accessible to regulate animals may count towards the open area requirements. No animal shall be kept, corralled, penned, or raised within 100' from any pre-existing residential dwelling located on an adjoining lot, measured at the nearest corner. There is no setback requirement from neighboring residential dwellings if a C.U.P. has been issued prior to the start of construction of a residential dwelling on an adjoining lot.



Notice of Decision – Kennel Permit Denial

Dear Teresa & Robb Ouzts,

After a thorough review of your Conditional Use Permit (CUP) application for a Kennel permit to have 6 (six) dogs at 176 E ELISABETH CV, the Planning and Zoning Administrator has determined that the application is denied based on the following Findings for Denial:

Per Grantsville Municipal Code Title 4, Animal Control, [Section 4-1-6, Dog Licensing and Fees](#), no person at a single residence within the City may own or license more than three dogs at any one time, except as otherwise provided in the code.

Additionally, pursuant to [Section 4-1-32, Regulatory Permits](#), it is unlawful to operate or maintain a kennel or similar establishment without first obtaining a regulatory permit from the Department of Animal Control, in addition to all other required licenses.

Per Grantsville Land Use Ordinance [Section 15.7, Codes and Symbols and Use Table 15.1](#), a Class "A" kennel (4–15 animals) requires that no animal be kept, penned, or raised within 100 feet of any pre-existing residential dwelling, measured from the nearest corner of the residence. Each animal must have a minimum of 1,000 square feet of area, and an additional 4,000 square feet is required for each animal over five.

For six dogs, a total of 9,000 square feet of qualifying open space is required outside the 100-foot setback from any pre-existing residential dwelling. The property located at 176 E Elisabeth Cove contains approximately 1,077 square feet of qualifying open space, which is 7,923 square feet less than the required amount.

The Municipal Code does not establish setback or open space requirements for up to three dogs. However, once a property exceeds three dogs and qualifies as a kennel use, the Land Use Ordinance setback and open space standards apply.

This decision is in accordance with the relevant City ordinances and is based on the information provided in your application.

You have the right to appeal this decision. Appeals must be submitted in writing and will be heard by the Grantsville City Planning Commission. To initiate an appeal, please notify us within 30 days from the date of this decision.

For any questions or to begin the appeal process, please email us at nackman@grantsvilleut.gov or by phone at 435-884-1674.

Dated this 12th day of February, 2026.

Sincerely,

A handwritten signature in black ink that reads "Shelby Moore". The signature is written in a cursive, flowing style.

Shelby Moore
Zoning Administrator

Class "A" Kennel (4-15 animals only). No animal shall be kept, penned, or raised within 100' from any pre-existing residential dwelling located on an lot measured at residence the nearest corner. Each animal shall have a minimum area of 1,000 sq. ft. and must have 4,000 sq ft for each additional animal over 5.

4-1-6 Dog Licensing And Fees

- A. All dogs must be licensed each year, except as otherwise provided herein, to a person of the age of eighteen (18) years or older. Any person owning, possessing or harboring any dog shall obtain a license for such animal within thirty (30) days after the dog reaches the age of six (6) months; or in the case of a dog over six (6) months, within 10 days of the acquisition of the dog. License applications must be submitted annually to Grantsville City, utilizing a standard form which requests name, address, telephone number of the applicant; breed, sex, color, age of the animal and current rabies information. The application shall be accompanied by the prescribed license fee and by a current rabies vaccination certificate. Rabies vaccinations shall be given by a licensed veterinarian every two (2) years.
- B. License fees: Annual license fees for dogs are as follows and license fees and any other fee provided for by this Chapter may hereafter be amended by Resolution of the City Council.

| | |
|------------------------------------|---------|
| Female dog | \$25.00 |
| Male dog | \$25.00 |
| Spayed or neutered dog | \$15.00 |
| Late fee - Double the regular fee. | |

No dog will be licensed as spayed or neutered without proof that such surgery was performed. The license shall be effective from the date of purchase through the end of March of the following year, after which a late fee shall be imposed. Licenses for the following year may be purchased within ninety (90) days prior to the expiration date. No person or persons at any one residence within the City shall at any one time own or license more than three (3) dogs in any combination except as otherwise provided for herein.

HISTORY
Amended by Ord. [2025-13](#) on 2/19/2025

4-1-32 Regulatory Permits

A. Commercial permits: It shall be unlawful for any person to operate or maintain a kennel, cattery, pet shop, groomery, riding stable, veterinary clinic or hospital or any similar establishment unless such person first obtains a regulatory permit from the Department of Animal Control, in addition to all other required licenses. All applications for permits to operate such establishments shall be submitted, together with the required permit fee, on a printed form provided by the Animal Control Department to that Department. Before the permit is issued, approval shall be granted by the Grantsville City- Tooele County Health Department and appropriate zoning authority and the Animal Control Department.

B. Sportsman's permit:

1. Where permitted by the "Land Use Development and Management Code," owners may keep up to for (5) dogs in appropriate zoning districts provided:

- a. Such dogs are individually licensed;
- b. Approval is granted by the appropriate zoning authority and the County Health Department;
- c. Approval of the Grantsville City Animal Control Officer;
- d. Adequate runs (not necessarily concrete) are provided;
- e. The other provisions of this ordinance are complied with, and no dog or premises is deemed to be a nuisance.

2. The holder of a permit issued under this section may keep one litter intact until the dogs reach six (6) months of age; one animal from the litter may be retained until it reaches twelve (12) months of age. At no time may the holder of the permit retain more than six (6) dogs over six (6) months of age nor more than five (5) dogs over one year of age.

3. Display of permit: A valid permit shall be posted in a conspicuous place in each establishment, and said permit shall be considered as appurtenant to the premises and not transferable to another location. The permittee shall notify the Department of Animal Control within thirty (30) days of any change in his establishment or operation, which may affect the status of his permit. In the event of a change in ownership of the establishment, the permittee shall notify the Department of Animal Control immediately. Permits shall not be transferable from the owner to another.

4. Renewal of permit: Any permit issued pursuant to this section shall automatically expire on March 31st immediately following date of issue. Within three (32) months prior to the expiration of the permit, the permittee shall apply for a renewal of the permit and pay the required fee. Any application made after March 31st, except an application for a new establishment opening subsequent to the date, shall be accompanied by a late application fee in addition to the regular permit fee.

5. Permit fees:

a. Kennels, catteries, groomeries , pet shops, veterinary clinics or Hospitals:

| | |
|---|---------|
| Class A, 3-15 animals | \$25.00 |
| Class B, 16-30 animals | \$40.00 |
| Class C, 30 or more animals | \$50.00 |
| Riding stables | \$30.00 |
| Sportsman's permit- dogs | \$25.00 |
| Late fee - double the regular permit fee. | |

b. Exemptions: Research facilities where bona fide medical or related research is being conducted, humane shelters, and other animal establishments operated by state or local government or which are licensed by federal law are excluded from the licensing requirements of this ordinance.

c. Inspections: All establishments required to be permitted under this ordinance, including holders of sportsman's permits, shall be subject to periodic inspections, and the inspector shall make a report of such inspection with a copy to be filed with the Animal Control Department.

HISTORY

Amended by Ord. [2025-41](#) on 11/17/2025

When Recorded, Mail to:

D.R. Horton, Inc.
12351 South Gateway Park, Suite D-100
Draper, Utah 84020
Attention: Krisel Travis

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GRANTSVILLE ESTATES**

Tax Parcel No.: 22-006-0-0101 through 22-006-0-0135

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GRANTSVILLE ESTATES**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRANTSVILLE ESTATES (this “**Declaration**”) is made and executed as of May 9, 2022, by D.R. Horton, Inc., a Delaware corporation (hereinafter referred to as the “**Declarant**”). As of the date of the execution of this Declaration, Declarant is the sole owner of all of the Lots within the Project defined in this Declaration. Consequently, Declarant has full right, title and authority to execute, acknowledge, and record in the Official Records this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRANTSVILLE ESTATES.

RECITALS:

A. This Declaration affects Lots 101 through 135, inclusive, within Grantsville Estates Subdivision, which is located in Tooele County, Utah, and which Lots are described with particularity in Exhibit “A” attached hereto and incorporated herein by this reference (hereinafter referred to as the “**Lots**”). Declarant desires to develop the Lots for residential uses.

B. Declarant is the owner of the Lots.

C. Declarant has constructed, is in the process of constructing, or will construct upon the Lots a residential unit development, which shall include certain Lots and other improvements.

D. Declarant intends to sell to various purchasers the fee title to the individual Lots, subject to the Plat and the covenants, conditions and restrictions set forth herein.

E. Declarant desires, by recording in the Official Records this Declaration and the Plat, to submit the Lots and all Improvements now or hereafter constructed thereon to the terms, covenants and conditions of this Declaration.

NOW, THEREFORE, for the reasons recited above and subject to the covenants, conditions and restrictions set forth below, Declarant hereby makes the following Declaration:

**ARTICLE 1
DEFINITIONS**

When used in this Declaration (including in that portion hereof entitled “**Recitals**”), each of the following terms shall have the meaning indicated.

1.01 Administrative Control Period shall mean and refer to the period of time commencing on the date that this Declaration is recorded in Official Records and continuing until the date that is eighteen (18) months following the date on which Declarant sells to a third-party purchaser the last of the Lots owned by Declarant that are subject to this Declaration.

1.02 Building shall mean and refer to any of the structures constructed in the Project.

1.03 Business and/or Trade shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time; such activity is intended to or does generate a profit; or a license is required therefor.

1.04 City shall mean Grantsville City, a Utah municipal corporation.

1.05 Community Standards shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing in the Project as determined by Declarant during the Administrative Control Period.

1.06 Declaration shall mean and refer to this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRANTSVILLE ESTATES.

1.07 Declarant shall mean and refer to D.R. Horton, Inc., a Delaware corporation, its successors and assigns.

1.08 Dwelling shall mean and refer to the single family residence built or to be built on any Lot.

1.09 Eligible Votes shall mean and refer to those votes available to be cast on any issue before the Owners.

1.10 Family shall mean and refer to a group of natural persons residing in the same residential structure and maintaining a common household.

1.11 Guest shall mean and refer to a temporary visitor, invitee, or natural person whose presence within the Project is approved by or is at the request of a particular Owner.

1.12 Improvement shall mean and refer to all physical structures and appurtenances to the Lots of every kind and type, including but not limited to all buildings, dwellings, fixtures, plumbing, electrical, heating, air conditioning and utility systems, roads, alleys, walkways, driveways, parking areas, patios, fences, walls, stairs, landscaping, trees, shrubs, bushes, and green space.

1.13 Lots shall mean and refer to the 35 Lots within the Project or the Subdivision, as more particularly described in Exhibit "A" attached hereto, and the term Lot shall mean any one of the Lots. Where the context indicates or requires, the term Lot includes any Dwelling or Improvement constructed on the Lot.

1.14 Majority shall mean and refer to those Eligible Votes of Owners or other groups as the context may indicate totaling more than fifty (50%) percent of the total eligible number.

1.15 Mortgage shall mean and refer exclusively to either a first priority mortgage or first priority deed of trust on any Lot, but shall not mean or refer to an executory contract of sale.

1.16 Mortgagee shall mean and refer exclusively to a mortgagee or a beneficiary under a first priority Mortgage on any Lot, but shall not mean or refer to a seller under an executory contract of sale.

1.17 Official Records shall mean and refer to the records of documents that have been recorded in the Office of the Recorder of Tooele County, Utah.

1.18 Owner shall mean and refer to the Person who is the owner of record (in the Official Records) of a fee or an undivided fee interest in a Lot, including but not limited to both the seller and buyer under an executory sales contract. The term Owner does not mean or include a mortgagee or a beneficiary or trustee under a Mortgage, unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

1.19 Permitted Improvements shall mean any Improvements installed, constructed, maintained, or allowed to stand on the Property in conformity with this Declaration.

1.20 Person shall mean and refer to a natural person, corporation, partnership, trust, limited liability company, or other legal entity.

1.21 Plat shall mean and refer to the final subdivision plat of Grantsville Estates Subdivision on file and of record in the Official Records, as it may be amended from time to time. The Plat will show the location of the Lots.

1.22 Project shall mean and refer to only those 35 Lots within Grantsville Estates Subdivision that are described on Exhibit "A" attached hereto. The terms Project and Subdivision are used interchangeably in this Declaration with the same meaning and intent.

1.23 Property shall mean and refer to all of the Lots and all Improvements and appurtenances subjected to the terms of this Declaration.

1.24 State shall mean the State of Utah.

1.25 Subdivision shall mean and refer to only those 35 Lots within Grantsville Estates Subdivision that are described on Exhibit "A" attached hereto. The terms Subdivision and Project are used interchangeably in this Declaration, with the same meaning and intent.

ARTICLE 2 PROPERTY SUBJECT TO THIS DECLARATION

2.01 Property Subject to this Declaration. Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms and conditions of this Declaration, including without limitation all of the covenants, conditions and restrictions set forth herein, all of which are created for the mutual benefit of the Owners of the Property and the Lots. It is the intention of the Declarant in imposing the covenants, conditions and restrictions set forth in this Declaration to create a generally uniform pattern of development of the Property and to protect and enhance the property values and aesthetic values of the Property by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. All of the terms

and conditions of this Declaration, including without limitation all covenants, conditions and restrictions set forth herein, are intended to and shall in all cases run with the title of the land comprising the Property and shall be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other Person holding any interest in the Property and shall inure to the benefit of all other Property in the Subdivision. All of the terms and conditions of this Declaration, including without limitation the covenants, conditions and restrictions set forth herein, shall be binding upon Declarant as well as all of Declarant's successors in interest, and may be enforced by Declarant or by any Owner. Notwithstanding the foregoing, no provisions of this Declaration shall prevent Declarant from the completion of the subdivision improvements, or from using any Lot owned by Declarant as a model home, temporary construction or sales office, nor limit Declarant's right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are in compliance with the applicable ordinances of the City. The Project is not a cooperative.

2.02 Reservation to Declarant. There is hereby reserved unto Declarant, its employees, agents, successors and assigns such easements and rights of ingress and egress over, across, through and under the Property and any Improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant, its employees, agents and successors (in a manner not inconsistent with the provisions of this Declaration) to do all things reasonably necessary and proper for the construction, completion, development and sale of the Project. If pursuant to this reservation, the Property or any portion thereof (including any Lot) or any improvement thereon, is traversed or partially occupied by a permanent Improvement or utility line constructed or installed by Declarant, a perpetual easement for such Improvement or utility line shall exist. Each Owner, by acceptance of a deed or other document of conveyance to a Lot, does hereby acknowledge and agree that there will be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt the quiet enjoyment of the Lot until all Improvements within the Project are complete. Each Owner does further hereby waive any right to object to such construction activities. Declarant's construction activities shall not be considered a violation of the use restrictions contained herein.

2.03 Subject to Taxes, Instruments of Record. The Property that is subject to this Declaration is subject to all liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities, all patent reservations and exclusions, all instruments of records which affect the Property or any portion thereof, including without limitation any mortgage or deed of trust, all visible easements and rights-of-way, and all easements and rights-of-way record, including without limitation, the easements, restrictions and rights-of-way identified on the Plat and all notes and disclosures of any nature included on the Plat.

ARTICLE 3 EASEMENTS

3.01 Reservation of Easements. Easements affecting the Lots within the Subdivision are reserved as shown on the Plat for utility installation and maintenance, drainage, and other purposes as designated on the Plat. Without limiting in any manner the general reservation of easements as stated in the preceding sentence, all of the Lots within the Subdivision are subject to a non-exclusive, perpetual easement area, which extends from the perimeter boundary line of such Lot

and varies in width, as depicted in detail on the Plat, for the installation, maintenance, repair and replacement from time to time of public utility improvements.

3.02 Rights of Access. Each Owner shall have the right to the horizontal, vertical and lateral support of such Owner's Lot.

3.03 Declarant Not Responsible for Subdivision Infrastructure Improvements or Storm Drain System. Declarant hereby discloses to all of the Owners of all of the Lots within the Project and to all tenants, occupants and users of all of the Dwellings constructed on Lots within the Project that Declarant did not design, construct, install or complete any of the roads, sidewalks, curbs, gutters or street lighting systems within the Project or any of the infrastructure improvements of any nature within the Project for utility services, such as culinary water, pressurized secondary water service, sanitary sewer service, electrical service, natural gas service, telecommunications service, or any other utility service of any nature within the Project (collectively referred to herein as the "**Subdivision Infrastructure Improvements**"), and that Declarant did not design the storm drainage system within the Project (the "**Storm Drain System**"). Declarant hereby discloses to the Owners of all Lots within the Project that a separate third-party developer (the "**Developer**") other than Declarant caused to be constructed, installed and completed all of the Subdivision Infrastructure Improvements and the Storm Drain System required by the City in connection with the development of the Project. The Developer was responsible to seek the inspection and approval by the City of the Subdivision Infrastructure Improvements and the Storm Drain System that were constructed and installed by the Developer. The City has approved and accepted the dedication of the Subdivision Infrastructure Improvements and the Storm Drain System, subject to the obligation of the Developer to provide to the City a warranty bond securing the Developer's warranty to the City that the Subdivision Infrastructure Improvements and the Storm Drain System will remain free of defects for a period of one year following the acceptance thereof by the City. Declarant bought from the Developer the Lots within the Project following the construction, installation and completion by the Developer of all of the Subdivision Infrastructure Improvements and the Storm Drain System. In connection with the construction by Declarant of residential structures upon Lots within the Project, Declarant's obligations with respect to the repair of any utility lines serving the Lot commence at the point where Declarant installed a utility line service connection for the benefit of the residence constructed by Declarant on such Lot and continue within the Lot between such connection point and the residence, except as may be provided otherwise in a separate contract between Declarant and the Owner of a Lot. Except as provided in the preceding sentence, an Owner within the Project receiving a deed for the conveyance to such Owner of a Lot within the Project shall be deemed to have covenanted and agreed that: (a) Declarant shall have no obligation with respect to the maintenance, repair and replacement of any of the Subdivision Infrastructure Improvements or the Storm Drain System within the Project, and (b) each Owner shall be responsible to maintain, repair and replace from time to time, as needed, all of the Subdivision Infrastructure Improvements and the portions of the Storm Drain System located upon or adjacent to such Owner's Lot following the expiration of the Developer's warranty pertaining thereto, to the extent that the City does not maintain, repair and replace the Subdivision Infrastructure Improvements and the Storm Drain System within the Project.

3.04 Easements; Drainage; Support, Maintenance and Repair. At the time the Developer recorded the Plat for the Project, there were reserved by Developer and created upon the Lots within the Project the following easements and rights of way:

(a) Maintenance. A non-exclusive easement over, across, through, above and under the Lots for the operation, maintenance and regulation of the amenities, facilities, and any utilities servicing any part of the Project; and

(b) Drainage. A reciprocal easement on, over, under, through and across all Lots within the Project for the drainage of surface waters on, over, under, through and across the Project. No Owner shall interfere with the Storm Drain System established by the Developer. Each Owner shall be responsible to use such Owner's Lot in a manner consistent with the Storm Drain System, and so as not to detract therefrom or interfere therewith, or the Established Drainage Pattern on any other Lot in the Project. No changes to the Established Drainage Pattern on any Lot shall be permitted without the prior written consent of the City. For purposes of this Section, the term "**Established Drainage Pattern**" is defined as the approved drainage pattern, facilities and improvements that were initially constructed, installed and completed by the Developer within the Project and that are in existence at the time such Lot is conveyed to a home purchaser by Declarant, its successor or assign. The cost of all maintenance, repairs and replacements of the Storm Drain System located within the boundaries of any Lot shall be the responsibility of the Owner of such Lot. No Owner shall alter or disturb any private drainage retention area or any utility and stormwater retention basin located upon such Owner's Lot, as identified on the Plat.

ARTICLE 4 COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO ALL PROPERTY

4.01 Description of Improvements. The significant Improvements in the Project include, or shall include, the 35 Lots as described in Exhibit "A" attached hereto and as identified on the Plat, and the Improvements constructed on the Lots.

4.02 Description and Legal Status of the Property. The Lots shall be owned by the Owners.

4.03 Conveyancing. Any deed, lease, Mortgage or other instrument conveying or encumbering a Lot shall describe the interest or estate involved substantially as follows: "All of Lot No. _____ contained within GRANTSVILLE ESTATES SUBDIVISION, as the same is identified on the Plat recorded in the Office of the Recorder of Tooele County, Utah (as said Plat may have heretofore been amended or supplemented) and in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRANTSVILLE ESTATES recorded in the Office of the Recorder of Tooele County, Utah (as said Declaration may have heretofore been amended or supplemented)." Regardless of whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Lot and shall run with the Lots.

4.04 Ownership and Use. Each Owner shall be entitled to the exclusive ownership and possession of such Owner's Lot as set forth herein, subject, however, to the following:

(a) Nature and Restrictions on Ownership and Use in General. Each Owner shall have and enjoy the privileges of fee simple ownership of such Owner's respective Lot. There are no requirements concerning who may own a Lot, it being intended that the Lots may and shall be owned as any other real property by Persons. The Project is a residential community, and as such the Lots shall be used only and exclusively for residential purposes, except as set forth below.

(b) Governing Regulations. The lawfully enacted zoning regulations of the City and of any other governmental body having jurisdiction with respect to the Property, including without limitation any and all applicable building, fire, and health codes, are in full force and effect in the Subdivision, and no Lot may be occupied in a manner that is in violation of any such statute, law, ordinance or regulation. If the provisions of this Declaration are more stringent than any applicable governmental statute, law, ordinance or regulation, it is the intent that the provisions of this Declaration shall control. This Declaration shall not authorize any uses, improvements, or activities that are prohibited by any local, state or federal statute, law, ordinance or regulation.

(c) No Mining Uses. No mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including but not limited to oil, gas, minerals, gravel, sand, rock and earth, shall ever be permitted on the Property within the Subdivision. The foregoing limitation shall not preclude drilling and excavation in connection with the construction of roads, utility lines and other Permitted Improvements.

(d) City Requirements and Permits. In addition to the covenants, conditions and restrictions set forth in this Declaration, the City may have additional requirements and/or permits pertaining to any alterations by an Owner to any Building, fencing, landscaped areas, utilities or other Improvements within the Project.

(e) Restrictions and Limitations of Use. The use of the Lots is subject to the following guidelines, limitations and restrictions:

(i) Parties Bound. The Plat and Declaration shall be binding upon all Owners and residents, their Family members and Guests.

(ii) Nuisance. It shall be the responsibility of each Owner and resident to prevent the creation or maintenance by such Owner or resident of a nuisance in, on or about the Project. For purposes of this Section a "nuisance" includes but is not limited to the following:

(A) The development of any unclean, unhealthy, unsightly, or unkempt condition on, in, or about a Lot;

(B) The storage of any item, property or thing that will cause any Lot to appear to be in an unclean or untidy condition or that will be noxious to the senses. This shall be interpreted to include, but not be limited to, the prevention of hanging of bikes and the hanging of clothes or linens from balconies;

(C) The storage of any substance, thing or material upon any Lot that will emit any foul, unpleasant or noxious odors, or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the other residents at the Project;

(D) The creation or maintenance of any noxious or offensive condition or activity in or about any Lot;

(E) Actions or activities tending to cause embarrassment, discomfort, annoyance, distress or a disturbance to any other residents, their Guests or invitees, particularly if the police or sheriff must be contacted to restore order;

(F) Maintaining any plants, animals, devices, items, instruments, equipment, machinery, fixtures, or things of any sort whose activities or existence in any way is illegal, noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Project by other residents or their Guests; and

(G) Excessive noise or traffic in, on or about any Lot, especially after 10:00 p.m. and before 7:00 a.m.

(iii) Unsightly Work, Hobbies or Unkempt Conditions. The pursuit of hobbies or other activities, including, but not limited to, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Project.

(iv) Subdivision of a Lot. No Lot shall be subdivided or partitioned.

(v) Firearms, Incendiary Devices and Graffiti. The use of firearms and incendiary devices or the painting of graffiti, within the Project is prohibited. The term "firearms" includes, but is not limited to, all guns, pistols, handguns, rifles, automatic weapons, semi-automatic weapons, BB guns, pellet guns, sling shots, wrist-rockets, blow-dart guns, and other firearms of all types, regardless of size.

(vi) Trees, Shrubs and Bushes; Maintenance of Proper Sight Distance at Intersections and Prior Written Consent Required. All property located at or near driveways, entrances, exits, walkways, paths and street intersections or corners shall be landscaped so as to remove any obstructions and to permit safe lines of sight. Declarant may alter or remove any objects planted or placed in violation of this subparagraph.

(vii) Swamp Coolers or Evaporative Coolers. No Owner shall place upon any part of the Project or Lot any swamp cooler or evaporative cooler.

(viii) Plants. No plants or seeds infected with noxious insects or plant diseases shall be brought upon, grown, or maintained within the Project.

(ix) Outdoor Clothes Washing and Drying. No exterior clotheslines shall be erected or maintained, and there shall be no outside drying or laundering of clothes or linens.

(x) Restrictions on Signs. No signs will be permitted on any Lot or within the Subdivision, except for traffic control and directional signs for roadways placed by the City or temporary signs warning of some immediate danger. Signs indicating a Lot is for sale may be placed in accordance with the City sign regulations. The Declarant may erect a sign acceptable to the City at the entrance to the Subdivision announcing the availability of Lots and giving sales information.

(xi) Business Use. No commercial Business or Trade may be conducted on, in, or from any Lot unless: a) the existence or operation of the business activity is not apparent or detectable by sight or sound from outside the Dwelling; b) the business activity conforms to all zoning requirements for the Project; c) the business activity does not involve door-to-door solicitation of residents of the Project; and d) the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project. Notwithstanding the above, the leasing of a residence shall not be considered a Trade or Business within the meaning of this subparagraph.

(xii) Towers, Satellite Receivers and Antennas. No towers, exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae, shall be allowed or permitted to remain on any Lot. Satellite receivers in excess of eighteen (18) inches in diameter, must have an enclosure to screen them from view from any surrounding Lot Owner.

(xiii) Animals. No animal, bird, or fish, other than a reasonable number of generally recognized house or yard pets, shall be maintained on any Lot and then only if they are kept, and raised thereon solely as domestic pets and not for commercial purposes. All pets must be kept within a Permitted Improvement or on a leash at all times. No animal or bird shall be allowed to make an unreasonable amount of noise or to become a nuisance, and all pets must be restrained upon the Owner's Lot in a humane and sanitary manner. Enclosures, kennels, runs, and the leash areas (which shall be deemed to be Permitted Improvements) must be kept clean and sanitary. No pets may be kept in unreasonable numbers. No boarding of animals for hire shall be allowed within the Subdivision. Owners are required to be in control over their respective animals and pets in order to protect inhabitants of the Subdivision and other animals kept within the Subdivision. No dangerous animals will be allowed in the Subdivision. The Owner of each Lot shall make such Permitted Improvements as are necessary to assure that animals kept on such Owner's Lot do not trespass on other Lots. Pets must be on a leash at all times outside a Lot.

(xiv) Mailboxes. The initial mailbox must be the one approved and provided by the Declarant at the mail station within the Project.

(xv) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on any Lot, except in sanitary containers. All equipment for the storage or disposal of waste or rubbish shall be kept in a clean and sanitary condition.

(xvi) Parking and Storage of Personal Property. All motorized vehicles, boats, trailers, campers and other similar personal property of an Owner shall be parked or stored within the Project only in such Owner's garage or behind a fence that shall be behind or in line with the front façade of the Dwelling on the Lot. No storage of any articles, material, equipment or vehicles of any nature is permitted in the front, back or side yard portion of any Lot, except that regularly used passenger cars and light pickup trucks may be parked on the driveway areas of a Lot. No automobiles, trucks, campers, trailers, boats, equipment, recreational vehicles, motor homes or other similar vehicles shall be parked or stored on any street or right of way within the Project, except for temporary parking that shall not exceed a period of twenty-four (24) consecutive hours.

4.05 Insurance. The Owner of each Lot within the Subdivision shall be responsible, at the sole cost and expense of such Owner, to obtain and maintain in effect at all times property insurance pertaining to such Owner's Lot and on the Dwelling and all Improvements located on such Owner's Lot insuring against all risks of direct physical damage and loss, including fire and extended coverage perils and also liability insurance in such amount as the Owner deems desirable and appropriate covering occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership and maintenance of such Owner's Lot, Dwelling and Improvements.

4.06 Liability of Owners and Residents for Damages. Any Owner or resident shall be liable to the other Owners or residents for damages to person or property in the Project caused by his or her negligence or willful misconduct.

ARTICLE 5 MAINTENANCE OBLIGATIONS

5.01 Operation and Maintenance. The Lots shall be maintained by the Owners as follows:

(a) Area of Personal Responsibility. Each Owner shall maintain, repair and replace all portions of such Owner's Lot, the Dwelling on such Owner's Lot, all Improvements located on such Owner's Lot.

(b) Snow and Ice Accumulations. Each Owner shall be responsible to clear ice and snow accumulations from all locations on such Owner's Lot, including but not limited to all driveways and walkways and also from all public sidewalks appurtenant to such Owner's Lot.

(c) Garbage Removal. Each Owner shall be responsible to remove all garbage, debris and refuse from his Lot and deposit it in an approved trash container. Trash

containers shall be kept out of sight and inside the garage, except on days when the trash is collected within the Project.

(d) Standard of Care/General. The Property shall be maintained in a usable, clean, functional, attractive and good condition, consistent with Community Standards. Aesthetic considerations alone, and matters of taste, are sufficient to enjoin a violation of this Declaration.

(e) Standard of Care/Landscaping. All landscaping in the Project shall be maintained and cared for in a manner consistent with Community Standards and the quality of design and construction originally established by Declarant. All front yard landscaping must be installed within twelve (12) months following the initial occupancy of a Dwelling on a Lot. Specific guidelines and restrictions on landscaping may be established by Declarant during the Administrative Control Period. All landscaping shall be maintained in a neat and orderly condition. Any weeds or diseased or dead lawn, trees, ground cover or shrubbery shall be removed and replaced within six (6) months. All lawn areas shall be neatly mowed, and trees, shrubs and bushes shall be properly pruned and trimmed.

(f) Neglect. If Declarant determines, during the Administrative Control Period, that any Owner has failed or refused to discharge properly his obligation with regard to the installation, maintenance, repair, or replacement of items for which he is responsible hereunder, then Declarant may, but is not obligated to, provide such installation, maintenance, repair or replacement at the Owner's sole cost and expense, subject to the following:

(i) Reimbursement. Such costs as are incurred by Declarant in the performance of an item that is the responsibility of the Owner shall be reimbursed by the Owner to Declarant immediately upon written demand for such reimbursement delivered by Declarant to such Owner, and such reimbursement obligation of the Owner shall be secured by a lien against such Owner's Lot regardless of whether a notice of lien is filed.

(ii) Notice of Intent to Repair. Except in an emergency situation, Declarant shall give the Owner written notice of Declarant's intent to provide necessary maintenance, repair, or replacement at such Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by Declarant. The Owner shall have ten (10) days after receipt of notice within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and thereafter complete such replacement or repair in a prompt manner.

(iii) Emergency Situation. If Declarant determines that an emergency situation exists, then notice to the Owner and an opportunity to cure the default is not necessary.

(iv) Optional Repairs. Declarant may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above.

(v) Right of Entry. Declarant or its agents or employees shall have a right to enter upon or into any Lot as necessary to perform such work and shall not be liable for trespass for such entry or work.

5.02 Repair Following Damage. No damaged structure will be permitted to remain on any Lot for more than ninety (90) days without repairs commencing, and any damaged structure which does remain unrepaired after ninety (90) days following the occurrence of damage is deemed a nuisance which may be abated by Declarant during the Administrative Control Period.

ARTICLE 6 CONSTRUCTION COVENANTS

6.01 Introduction. Notwithstanding any other provisions in this Article 6 or in any other provisions of this Declaration to the contrary, none of the provisions or restrictions set forth in this Article 6 shall pertain to or be binding upon Declarant. In order to minimize the disturbance of the Property within the Subdivision during any construction activities, and to minimize the inconvenience to adjoining Owners, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the Owner and the builder of each Dwelling or other Improvements on a Lot. The Owner shall be bound by these regulations, and violations committed by the builder or its employees, subcontractors or others shall be deemed a violation by the Owner for which the Owner shall be liable.

6.02 Construction Debris Removal. The builder must comply with the ordinances of the City requiring the placement and maintenance of a trash container or dumpster on the Lot. The builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind. Such container shall be regularly serviced. No trash may be burned, buried, or otherwise disposed of on the Property. No concrete trucks may be cleaned out on the Lot, the Property, or anywhere within the Subdivision.

6.03 Construction Area Appearance. The Lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other Improvements. Once the Dwelling is enclosed, materials shall be stored inside the Dwelling and out of sight, whenever practical and possible.

6.04 Sanitary Facilities. The builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be located on the Lot at a location approved by the City and must be removed from the site at such time as the permanent plumbing system is operational.

6.05 Construction Parking and Vehicles. Construction crews must park their vehicles on the Lot on which they are working or on the street in front of such Lot and shall not use or park on any other Lot or any other Property within the Subdivision. All vehicles must be parked to allow the free flow of traffic within the Subdivision.

6.06 Removal of Mud. The builder is responsible for cleaning up and removing mud from the construction site that is deposited on the roadways within the Subdivision.

6.07 Duration of Construction. No construction shall be undertaken without a building permit and all other necessary permits from the City and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to the site prior to the issuance of the permit(s). It is the obligation of the Owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the Dwelling shall be substantially complete within a period of six (6) months from commencement. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

6.08 Repair of Damage. Each Owner is responsible for the prompt repair of any damage to any Property within the Subdivision caused by or incidental to such Owner's construction, including without limitation any cracked or broken sidewalks.

ARTICLE 7 GENERAL PROVISIONS

The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

7.01 Meeting of the Owners. Any Owner can request a meeting of the Owners to discuss violations by one or more Owners within the Subdivision of this Declaration and to discuss possible efforts by the Owners within the Subdivision to enforce the terms of this Declaration. The notice of the meeting shall state the date, time and place of such meeting and shall be given not less than seven (7) and not more than fifteen (15) days prior to the meeting. The presence in person or by proxy of twenty-five (25) or more Owners entitled to cast a vote shall constitute a quorum for the transaction of business at any Owners' meeting.

7.02 Consent in Lieu of Vote. In any case in which this Declaration requires the vote of the Owners for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners who collectively hold the required percentages, subject to the following conditions:

(a) Time Limit. All necessary consents must be obtained prior to the expiration of ninety (90) days from the time the first written consent is obtained; and

(b) Change in Ownership. Any change in ownership of a Lot which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purposes.

7.03 Amendment.

(a) By Owners. Except as provided elsewhere in this Declaration, the affirmative vote of at least a Majority of the Owners shall be required and shall be sufficient to

amend the Declaration. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by a Majority of the Owners.

(b) By Declarant. Until the expiration of the Administrative Control Period, Declarant may unilaterally amend this Declaration or the Plat for any purpose that Declarant deems to be in the best interest of the Project.

7.04 Violation Constitutes Nuisance. The violation of the provisions of this Declaration is deemed to be a nuisance, and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

7.05 Remedies.

(a) Equitable Relief. Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (during the Administrative Control Period) or by any other Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of litigation.

(b) Remedies are not Limited. Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances pertaining to health, safety, abatement of nuisances or other matters. The remedies available under this Declaration are to be construed as being in addition to all other remedies available at law.

(c) Remedies are Cumulative. The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) No Waiver. The delay or failure by anyone to take enforcement action with respect to any violation of this Declaration shall not be construed as a waiver of the covenants contained in this Declaration with respect to such violation or with respect to any other violations.

7.06 Pre-Litigation Requirements.

(a) Disclaimer. Every Owner is capable of obtaining an inspection and is permitted to perform, or pay someone else to perform, any inspection on any Lot that Owner is purchasing or any aspect of the Project, all prior to each such Owner purchasing a Lot. Moreover, if any warranty has been provided, it identifies the only items that are warranted by Declarant. Having had the ability to inspect a Lot prior to purchasing a Lot, having received a written warranty (if any warranty is provided), and having paid market price for a Lot in the condition the Lot and the Project are in at the time of purchase, each Owner acknowledges and agrees that it would be inequitable to later seek to have Declarant and/or its respective contractors and subcontractors performing work in the Project to change, upgrade, or perform any additional work to the Project outside of any express warranty obligation. Moreover, the Owners acknowledge and agree that litigation is an undesirable method of resolving Disputes (as defined below) because litigation can be

slow, expensive, uncertain, and can often negatively impact the sale value and ability to obtain financing for the purchase of Lots for years, unfairly prejudicing those Owners who must or want to sell their Lots during any period when litigation is pending. For this reason, the Owners (by purchasing a Lot) acknowledge and agree that before any Dispute is pursued through litigation, the "Pre-Litigation Requirements" set forth below shall be satisfied. In addition, the Owners (by purchasing a Lot) acknowledge and agree that each takes ownership and possession of the Lots AS IS, with no warranties of any kind (except as set forth in a written warranty, this Declaration or as otherwise required as a matter of law). To the fullest extent permitted by applicable law, Declarant specifically disclaims any warranties of merchantability, fitness for a particular use, or of habitability.

(b) Notice of Claim and Opportunity to Cure (Applicable to All Owners). All claims and disputes of any kind that any Owner may have involving the Declarant or any its agents, employees, executing officers, managers, affiliates or owners, or any engineer or contractor involved in the design or construction of the Project, which arises from or is in any way related to a Lot, Dwelling or any other component of the Project (a "**Dispute**"), shall first be identified in a written notice of claim that sets forth with specificity the facts and the legal basis upon which the claim or dispute is asserted (a "**Notice of Claim**"), which Notice of Claim shall be delivered to Declarant, and Declarant shall have 150 days to cure or resolve the claim or defect or to try to get the builder or the appropriate subcontractor to cure or resolve the claim or defect, prior to the initiating of any formal court action. If additional, different or modified claims, damages, calculations, supporting information, or descriptions are added, provided to, or asserted against Declarant that were not included in any previously submitted Notice of Claim, the right to cure period provided for in this Section shall immediately apply again, and any pending action or proceedings shall be stayed during the 150-day period. For purposes of clarity, this Section and the requirements set forth herein shall not apply to any actions or legal proceedings filed by individual Owners relating solely to their own Lots. Individual Owners, however, shall not be allowed to file or pursue any actions or claims on behalf of other Owners.

7.07 Severability. Each of the covenants, conditions, restrictions and provisions contained in this Declaration shall be independent of the others, and in the event that any covenant, condition, restriction or provision of this Declaration is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, the remaining covenants, conditions, restrictions and provisions of this Declaration shall remain in full force and effect.

7.08 Limited Liability. Neither the Declarant nor any Owner shall have personal liability to any other Owner for actions or inactions taken pursuant to the terms of this Declaration, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under this Declaration and without malice.

7.09 Term of Declaration. The term of this Declaration shall be perpetual.

7.10 Mortgagee Not Bound. No amendment to this Declaration will be binding upon the holder of any mortgage or trust deed on any Lot which mortgage or trust deed is of record at the time of the amendment, unless the mortgage or trust deed holder joins in the amendment. This Declaration may not be repealed by amendment.

7.11 Constructive Notice. Every Person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provisions of this Declaration against such Owner's Lot, whether or not there is any reference to this Declaration in the instrument by which such Owner acquires an interest in any Lot.

7.12 Notices. All notices under this Declaration are deemed effective seventy-two (72) hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

7.13 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Section headings are inserted for convenience only and shall not be considered in the interpretation of the provisions. The singular shall include the plural, and the plural shall include the singular. Any reference to gender is intended to include masculine, feminine and neuter as well.

7.14 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Subdivision to the public or for any public use, except as specifically shown on the Plat.

EXECUTED the day and year first above written.

DECLARANT:

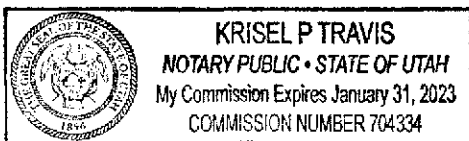
D.R. HORTON, INC., a Delaware corporation

By: [Signature]
Name: Adam R. Loser
Title: Vice President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 9 day of May, 2022, by Adam R. Loser in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.

[Signature]
NOTARY PUBLIC



**EXHIBIT A
TO
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
GRANTSVILLE ESTATES**

Legal Description of Lots

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

Lots 101 through 135, inclusive, Grantsville Estates Subdivision, according to the official plat thereof, as recorded in the office of the Tooele County Recorder, State of Utah, recorded January 21, 2022 as Entry No. 565166, in Book 22, at Page 6.

Tax Parcel No.: 22-006-0-0101 through 22-006-0-0135

AGENDA ITEM #3

Presentation and Discussion: Discussion of a proposed concept for the Le Property in the Mixed Use (M-U) zoning designation, located at 454 East Main Street.



STAFF REPORT

To: Grantsville City Planning Commission
From: Shelby Moore, Zoning Administrator
Meeting Date: May 5th, 2026
Public Hearing Date: May 5th, 2026

Agenda Item

Presentation and Discussion: Discussion of a proposed concept for the Le Property in the Mixed Use (M-U) zoning designation, located at 454 East Main Street.

Background

The applicant has submitted a conceptual site layout for the development of the Le Property, located along East Main Street within the Mixed Use (M-U) zoning district. The proposal is intended to explore development potential and receive early feedback from the Planning Commission prior to any formal land use applications.

The concept identifies a **self-storage facility layout** as the primary use on the site.

Project Description

The concept plan illustrates the following key elements:

- A **self-storage unit development** occupying the majority of the site
- Multiple rows of storage buildings arranged in a grid pattern
- A **centralized access point** leading into an internal drive aisle system
- A **roundabout-style circulation feature** near the entrance for traffic flow
- Internal circulation designed for vehicle and trailer access
- Perimeter fencing surrounding the storage areas

As shown in the concept plan (*page 1*), the site is heavily oriented toward storage use, with limited mixed-use integration.

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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.

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AGENDA ITEM #4

Presentation and Discussion: Discussion of a proposed General Plan Amendment for parcels 01-059-0-0041, 01-059-0-0001, 01-059-0-0028, and 01-059-0-0027, amending the land use designation from Rural Residential 1 and High Single-Family Residential to High Single-Family Residential for the Orion Subdivision, located approximately at 800 East Main Street.



STAFF REPORT

To: Grantsville City Planning Commission
From: Shelby Moore, Zoning Administrator
Meeting Date: May 5th, 2026
Public Hearing Date: May 5th, 2026

Agenda Item

Presentation and discussion of a proposed General Plan Amendment for parcels **01-059-0-0041, 01-059-0-0001, 01-059-0-0028, and 01-059-0-0027**, amending the land use designation from **Rural Residential 1 (RR-1) and High Single-Family Residential (HSFR) to Mixed Use Density (MU)**.

Location

The subject properties are located **approximately at 800 East Main Street**.

Background

The applicant is proposing to redesignate the subject properties to Mixed Use Density to allow for a broader range of development opportunities within the Orion Subdivision. The current split designation between Rural Residential and High Single-Family Residential limits the site to primarily low- to moderate-density residential uses.

The proposed Mixed-Use designation would introduce the potential for a combination of residential, commercial, and possibly office uses, depending on future zoning and development proposals. This represents a shift toward a more flexible and potentially more intense land use pattern along the Main Street corridor.

Existing General Plan Designations

- Rural Residential 1 (RR-1)
- High Single-Family Residential (HSFR)

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Proposed General Plan Designation

- Mixed Use Density (MU)

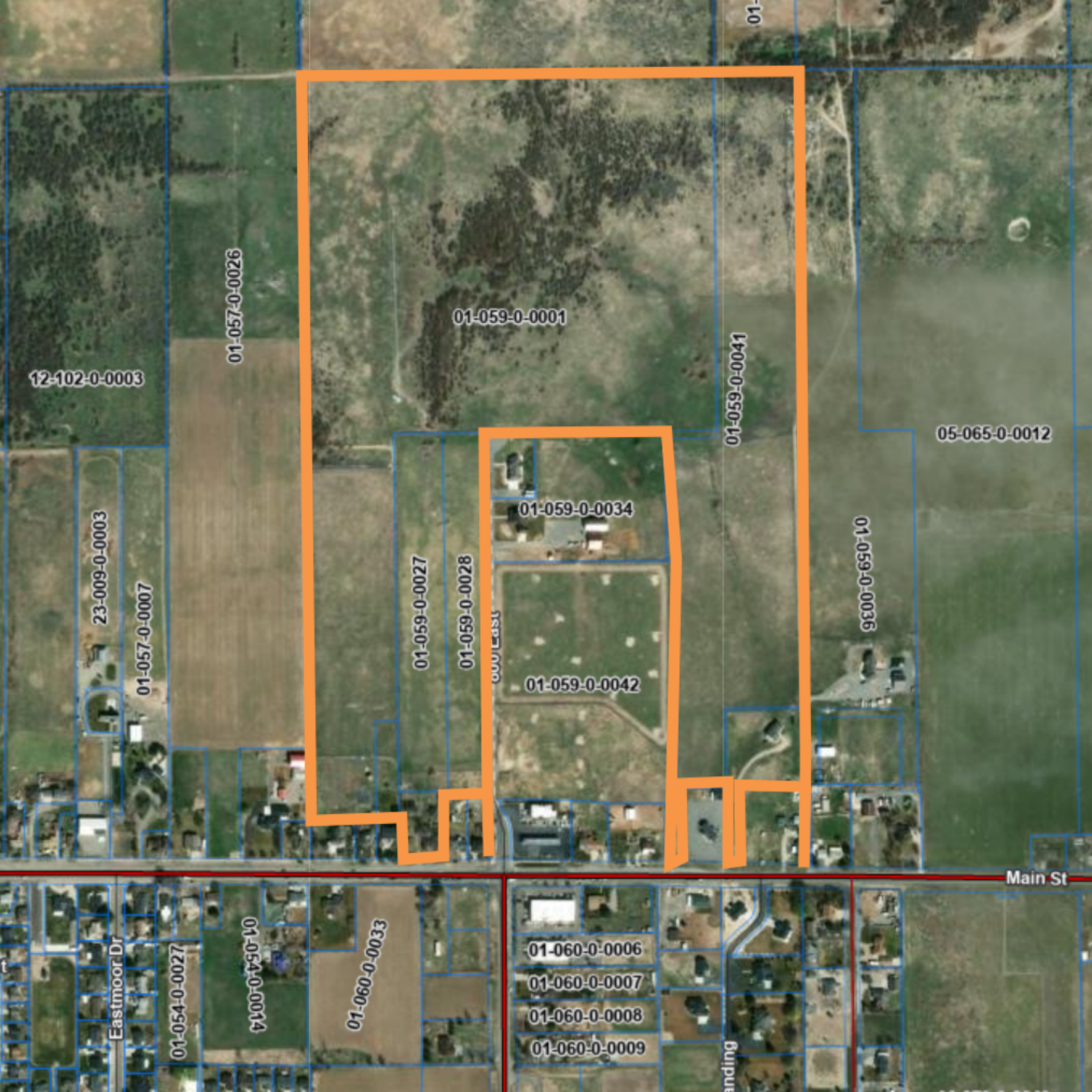
Analysis

This amendment represents a **significant policy shift** from primarily residential uses to a more integrated land use approach. Key considerations include:

- **Corridor Potential:**
Main Street functions as a primary corridor within the City. A Mixed Use designation can support long-term goals of creating more active, service-oriented, and walkable development along major roadways.
- **Land Use Compatibility:**
While mixed use can provide benefits such as nearby services and diversified housing, careful attention will need to be given to transitions between commercial uses and adjacent residential areas, particularly if nearby properties remain low-density.
- **Intensity and Scale:**
Mixed Use designations typically allow for higher intensity development than standard residential zones. This could include smaller lot single-family, townhomes, multi-family, and neighborhood-scale commercial uses. The Commission should consider whether this level of intensity is appropriate at this location.
- **Traffic and Access:**
Increased intensity and commercial potential may generate additional traffic along Main Street and surrounding local roads. Access management and internal circulation will be important considerations at the development stage.
- **Infrastructure and Services:**
The location along Main Street suggests access to utilities and transportation infrastructure; however, higher intensity uses may require upgrades or careful planning to ensure capacity.
- **General Plan Vision:**
The Commission should evaluate whether introducing Mixed Use at this location aligns with the broader vision for growth, especially if this area is intended to remain primarily residential or transition into a more commercial corridor over time.

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12-102-0-0003

01-057-0-0026

01-059-0-0001

01-059-0-0041

05-065-0-0012

23-009-0-0003

01-057-0-0007

01-059-0-0027

01-059-0-0028

01-059-0-0034

01-059-0-0042

01-059-0-0036

Eastmoor Dr

01-054-0-0027

01-054-0-0014

01-060-0-0033

01-060-0-0006

01-060-0-0007

01-060-0-0008

01-060-0-0009

Main St

standing

29 28

32 33

BOOTH

WILD ROSE DRIVE

WILD ROSE CIRCLE

WATERHOLE WAY

SAGE HILL CIRCLE

DRY CREEK CIRCLE

BARBED WIRE DRIVE

BARBED WIRE CIRCLE

THE VILLAGE

Mixed-Use Density.
 (A mixture of commercial/retail and residential uses, allowing up to 10 units per acre where surrounding uses are compatible. Heights are limited to two stories or a maximum of 35' above grade at street. Three stories above grade at street and/or 15 units per acre may be approved with special considerations of landscaping, buffering and architectural design that fit the scale of the surrounding properties in the zone.)

High Single Family Density Residential.
 (Residential uses, allowing a maximum of 6 dwelling units per acre)

SR 138

FASTON

ASTMOOR

EAST

2

AGENDA ITEM #5

Presentation and Discussion: Discussion of a proposed Rezone for parcels 01-059-0-0041, 01-059-0-0001, 01-059-0-0028, and 01-059-0-0027, from A-10, RM-7, to RM-15 for the Orion Subdivision, located approximately at 800 East Main Street.

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



STAFF REPORT

To: Grantsville City Planning Commission
From: Shelby Moore, Zoning Administrator
Meeting Date: May 5th, 2026
Public Hearing Date: May 5th, 2026

Agenda Item

Presentation and discussion of a proposed rezone for parcels **01-059-0-0041, 01-059-0-0001, 01-059-0-0028, and 01-059-0-0027**, from **A-10 (Agricultural), RR-1 (Rural Residential), and RM-7 (Medium Density Residential)** to **RM-15 (High Density Residential)**.

Location

The subject properties are located **approximately at 800 East Main Street**.

Background

The applicant is requesting to rezone the subject properties to RM-15 to allow for higher-density residential development within the Orion Subdivision. The current zoning designations—A-10, RR-1, and RM-7—limit the site to agricultural, low-density, and moderate-density residential uses.

This request would consolidate the zoning across the project area and significantly increase the allowable residential density, creating the opportunity for a more compact and efficient development pattern.

Existing Zoning

- A-10 (Agricultural)
- RR-1 (Rural Residential)
- RM-7 (Medium Density Residential)

Proposed Zoning

- RM-15 (High Density Residential)

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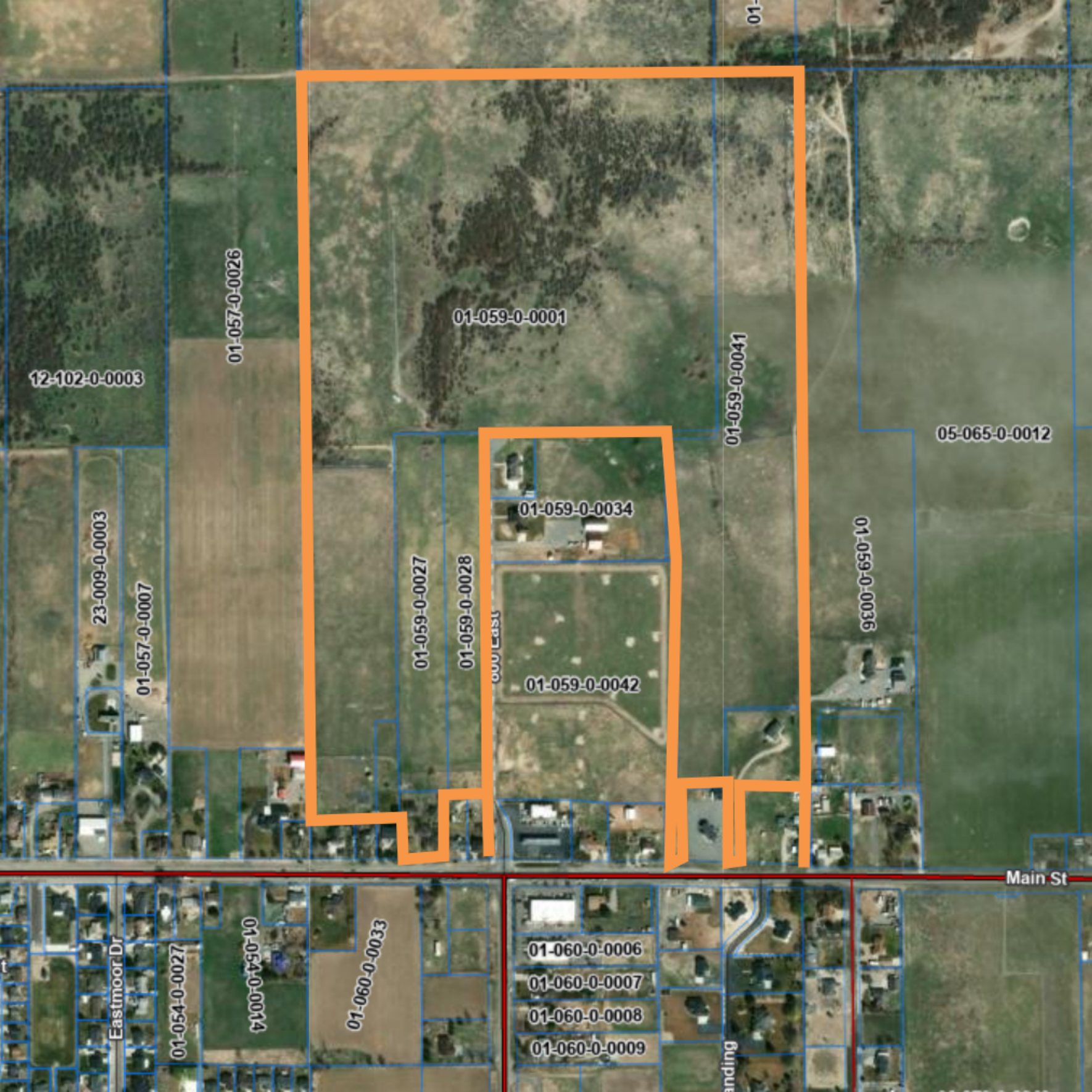
Analysis

This request represents a **substantial increase in density and development intensity**. Key considerations include:

- **Consistency with General Plan:**
The appropriateness of the RM-15 designation should be evaluated against the current General Plan land use designation. If the General Plan is amended to Mixed Use Density, this rezone would align more closely with that designation. Without that amendment, the request may be inconsistent with the existing plan.
- **Land Use Compatibility:**
Surrounding properties include a mix of agricultural and residential uses, many of which are lower in density. Introducing RM-15 zoning may create noticeable transitions in scale and intensity. Thoughtful site design, buffering, and step-down densities will be critical.
- **Density and Development Pattern:**
RM-15 allows for a range of higher-density housing types, including townhomes, apartments, or small-lot single-family developments. This shift supports more efficient land use but changes the overall character compared to traditional rural or large-lot residential areas.
- **Traffic and Access:**
Increased residential density will generate additional traffic. Main Street is a primary corridor capable of handling higher volumes; however, internal circulation and access points will need to be carefully designed to minimize impacts.
- **Infrastructure and Services:**
Higher density development places greater demand on water, sewer, storm drainage, and public services. The site's proximity to existing infrastructure is a benefit, but capacity and potential upgrades should be evaluated during the development process.
- **Housing Opportunities:**
RM-15 zoning can expand housing options within the City, including more attainable and diverse housing types. This can be a strategic move if the City is looking to accommodate growth and broaden its housing mix.

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12-102-0-0003

01-057-0-0026

01-059-0-0001

01-059-0-0041

05-065-0-0012

23-009-0-0003

01-057-0-0007

01-059-0-0027

01-059-0-0028

000 East

01-059-0-0034

01-059-0-0042

01-059-0-0036

Eastmoor Dr

01-054-0-0027

01-054-0-0014

01-060-0-0033

01-060-0-0006

01-060-0-0007

01-060-0-0008

01-060-0-0009

Main St

standing

29 28

32 33

BOOTH

WILD ROSE DRIVE

WILD ROSE CIRCLE

WATERHOLE WAY

SAGE HILL CIRCLE

DRY CREEK CIRCLE

BARBED WIRE DRIVE

BARBED WIRE CIRCLE

THE VILLAGE

Mixed-Use Density.
 (A mixture of commercial/retail and residential uses, allowing up to 10 units per acre where surrounding uses are compatible. Heights are limited to two stories or a maximum of 35' above grade at street. Three stories above grade at street and/or 15 units per acre may be approved with special considerations of landscaping, buffering and architectural design that fit the scale of the surrounding properties in the zone.)

High Single Family Density Residential.
 (Residential uses, allowing a maximum of 6 dwelling units per acre)

SR 138

FASTON

ASTMOOR

EAST

2

AGENDA ITEM #6

Approval of minutes from the April
7, 2026 Planning Commission
Regular Meeting.

Action Summary:

| Agenda Item | Item Description | Action |
|--------------------|---|---------------|
| #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. | Approved |
| #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. | Approved |
| #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. | Approved |
| #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 MixedUse 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. | Approved |
| #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. | Approved |
| #7 | Approval of minutes from the March 17, 2026 Planning Commission Regular Meeting. | Approved |

MINUTES OF THE GRANTSVILLE CITY PLANNING COMMISSION, HELD ON APRIL 7, 2026, 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, Commissioner Cameron, Commissioner 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: Patsy Perry, Ben Perry, Bryan Sadler, Unknown Sadler, Joe Kempe, Angelyn Kempe, Julie Maekay, Greg Wodeley, Paul Linford, Cody Johnson, Tyler Johnson

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, April 7, 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 for Falcon's Landing Subdivision.

Presentation by Planning and Zoning Administrator Shelby Moore

Planning and Zoning Administrator Shelby Moore presented the concept proposal for Falcon's Landing Subdivision, explaining that the development had been approved in late 2025. She stated that staff had since identified an opportunity to improve connectivity by extending Wild Rose through the subdivision, which could eventually connect to North Street and intersect with Race Street to help improve traffic flow and reduce congestion on surrounding roads.

Shelby reviewed the approved plat and displayed an overlay showing the proposed extension. She explained that extending Wild Rose would result in the loss of two lots, reducing the total number of units from 29 to 27. In exchange, the developer proposed transitioning from attached twin home units to detached single-family homes on the remaining lots. She clarified that this would apply to all lots previously designated as "A" and "B" units. Shelby noted that this concept was being brought forward for feedback only and that, if supported, it would return with a formal development agreement and updated layout.

Chair Sarah Moore asked to display the original approved layout for comparison and confirmed that the change would result in the loss of two lots. Commissioner Moulton asked why specific lots were being referenced, and Shelby clarified that the reference was only an example and that the change would apply to all similarly designated lots.

Chair Sarah Moore asked whether the developer was present, and Shelby confirmed that the developer was attending virtually. Commissioner Montgomery asked whether the developer had agreed to the proposal voluntarily, and Shelby confirmed that there had been no pressure and that the developer was supportive of bringing the concept forward.

Chair Sarah Moore asked about the project timeline. Shelby explained that the project was currently in final plan review, but staff had asked the developer to pause that process until direction was received from the Planning Commission. She noted that the project was close to final approval and that timing would depend on the Commission's feedback.

Commissioner Moulton asked whether there were any downsides to the proposal. Shelby stated that the primary change would be smaller lot single-family homes but noted that she did not see this as a negative, particularly since surrounding areas were not yet developed. Commissioner Montgomery asked about potential delays, and Shelby estimated that the changes could result in approximately a three-month delay, depending on how quickly revised plans could be completed. She confirmed that the developer was agreeable to that timeline.

Chair Sarah Moore expressed support for the proposal, stating that extending the road would improve traffic flow and reduce bottlenecks. She noted that the City currently has several U-shaped streets and that creating a through connection would be beneficial for long-term circulation. City Council Member Derek Dalton provided input and stated that he supported the proposal, noting that the extension would help distribute traffic and reduce pressure on nearby streets. He described the proposal as a good compromise.

The Commission expressed general support for the concept, indicating that the proposed change would improve connectivity and benefit the overall development.

No formal action was taken, as the item was presented for discussion only.

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.

Presentation by Planning and Zoning Administrator Shelby Moore

Planning and Zoning Administrator Shelby Moore presented this item. She explained that the request was for a home occupation involving firearm transfers, background checks, limited gunsmithing, and occasional craft-related work, all to be conducted within the basement of the home.

Shelby stated that the business would be operated solely by the homeowners, with hours of operation proposed Monday through Friday from 10:00 a.m. to 4:00 p.m. She noted that firearms would be stored securely and that the site plan demonstrated adequate parking, including space within the garage and driveway for customers. She explained that the application was brought before the Planning Commission because customers would be visiting the home.

Shelby further explained that the business would be required to comply with all federal, state, and local firearm regulations. She noted that staff had contacted the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), who confirmed that firearm sales and transfers are allowed in a home-based setting. She reviewed the proposed conditions, including limitations on employees, requirements for secure firearm storage, and ensuring that the business does not generate excessive traffic.

Public Comment

Email Received 03/30/2026:

To whom it may concern:

With respect, there is no reasonable justification for approving this request. Opening up a 'firearm transfer and related services', or as so nebulously stated and So Much More as a home-based business in a residential setting is ludicrous. This is not something we want in our family centered community!

Consider the potential consequences, none of which are the least bit beneficial, and make your decision prudently. You cannot effectively manage safety and security in a fly by night home based operation. Such businesses should be housed in properly-resourced facilities, away from residential homes, away from the streets where our children live and play.

Do not give an ounce of consideration to opening a door for trouble by creating space for a catastrophe-in-the-making. Be wiser than the applicants of this request. No foolish decisions, please.

Regards,

Wayne & Iris Nixdorf

Discussion and Consideration

Patsy Perry was present to answer questions regarding this item. Commissioner Montgomery asked whether ammunition would be sold. Patsy Perry stated that selling ammunition was not the initial intent but, if it were to occur, it would be on an order basis only, with no inventory stored on-site. She explained that any ordered items would be picked up upon delivery and that no stockpiling of ammunition or firearms was planned. She further clarified that most transactions would involve ordering firearms for customers, completing required paperwork, and transferring the items upon arrival, with minimal storage.

Commissioner Moulton suggested that a condition could be added to address ammunition storage. Patsy Perry confirmed that ammunition could be shipped directly to customers and reiterated that storage was not part of the business plan.

Commissioner Montgomery raised questions regarding frontage requirements and noted that the property would not meet current standards under recently updated home occupation regulations. Shelby explained that the application was submitted prior to the adoption of those amendments and therefore qualified under the previous standards. Commissioner Montgomery advised the applicant to remain mindful of parking and operational impacts given the limited frontage.

Commissioner Moulton asked how the applicant estimated customer volume. Patsy Perry explained that the business would operate by appointment only, relying on word-of-mouth rather than online marketing, and anticipated approximately one to two customers per month. She emphasized that customers would be required to schedule appointments and would not be allowed to arrive without notice.

Chair Sarah Moore asked how the business would be marketed. Patsy Perry confirmed it would primarily be through word of mouth. Shelby suggested that flyers at local businesses could be an option, and Chair Sarah Moore expressed support for avoiding excessive signage. Chair Sarah Moore stated she had no concerns with the proposal and expressed support for the applicant's entrepreneurial efforts.

Cameon Moulton made a motion to recommend approval of the 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, with the conditions outlined in the staff report and the additional condition that no ammunition inventory be stored on-site for retail sales. John Montgomery seconded the motion. The vote was as follows: Sarah Moore "Aye," John Montgomery "Aye," Cameron Moulton "Aye." The motion passed unanimously.

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.

Presentation by Planning and Zoning Administrator Shelby Moore

Planning and Zoning Administrator Shelby Moore presented this item. She clarified that the address in the staff report had been listed incorrectly but confirmed that all supporting documents, including the radius report, reflected the correct location.

Shelby explained that accessory farm employee housing is a conditional use within agricultural zones, provided the property meets the requirement of at least 10 contiguous acres. She stated that while the primary parcel is approximately 3.5 acres, the applicant owns additional contiguous parcels totaling over 30 acres, thereby meeting the requirement.

She described the proposed structure as a conversion of an existing agricultural shop into a two-level accessory dwelling unit (ADU) intended for a farm employee. She noted that the site provides adequate parking, with approximately five parking stalls available. Shelby explained that one of the primary considerations was the required water dedication of 0.218 acre-feet, which is a standard requirement that staff cannot waive.

Shelby also addressed a note in the staff report regarding the distance from a fire hydrant, stating that although the report initially indicated noncompliance, further review with the Fire Marshal Nicholas Critchlow, confirmed that the property does meet the required distance. She confirmed that the structure already exists and is currently under construction, and that the applicant initiated the review process by applying for a building permit.

Commissioner Montgomery asked about occupancy, and Shelby explained that the use is limited to a single-family arrangement with one livable bedroom, with any additional rooms required to remain storage. Commissioner Moulton asked about how the situation came to staff's attention, and Shelby clarified that the applicant voluntarily initiated the process through the building permit review and subsequent site visit.

Chair Sarah Moore asked about utilities and water service, and Shelby explained that the unit would be connected to the existing residence and would not have separate utilities. The applicant, Cody Johnson, was present to answer questions. He confirmed that the primary residence on the property is currently occupied by an elderly resident and that the proposed housing would be used for a ranch hand. He stated that the purpose of the unit is to allow farm employees to be on-site for agricultural operations and that future use of the existing home may also support ranch operations rather than rental purposes.

Public Comment: No comments

Discussion and Consideration

Commissioner Montgomery stated that he did not have any concerns, and Commissioner Moulton also indicated no concerns or additional questions.

Chair Sarah Moore asked if there were any proposed conditions for the Conditional Use Permit, and it was confirmed that no additional conditions were necessary beyond standard requirements.

John Montgomery made a motion to recommend approval of the 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. Cameron Moulton seconded the motion. The vote was as follows: Sarah Moore "Aye," John Montgomery "Aye," Cameron Moulton "Aye." The motion passed unanimously.

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.

Presentation by Planning and Zoning Administrator Shelby Moore

Planning and Zoning Administrator Shelby Moore presented the proposed Master Development Agreement (MDA) for the Mack Canyon Subdivision. She explained that the item had previously been reviewed as a discussion item to gather feedback from the Planning Commission and was now being brought forward for formal consideration.

Shelby stated that the development consists of approximately 114 acres and includes up to 170 residential lots. She explained that the project was initially proposed as a Planned Unit Development (PUD), but after review, staff determined that the proposal generally complies with the R-1-12 zoning district standards. As a result, staff and the developer agreed that a rezone to R-1-12 combined with a Master Development Agreement would be a more appropriate approach.

She clarified that through the MDA, the developer is committing to a specific site plan, including lot sizes, road cross sections, commercial components, and improved open space. Shelby emphasized that the developer would not be able to increase density or deviate from the approved plan, as they are bound to the agreement. She further explained that the development includes a mix of half-acre and quarter-acre lots, designated commercial acreage, and usable open space rather than undeveloped land.

Shelby noted that the MDA includes provisions stating that if the developer does not comply with the agreement, the zoning would automatically revert back to R-1-21. She also explained that the commercial portion would require a future rezone during Phase Two and that the agreement outlines requirements related to bonding, infrastructure, and timing of improvements.

Commissioner Montgomery confirmed that the Planning Commission would be making a recommendation on the entire master plan, and Shelby confirmed that was correct.

Commissioner Moulton asked about maintenance of the open space and amenities, and Shelby explained that over ten acres would be dedicated to the City and maintained as a public park.

Public Comment:

Brenda Peterson: Brenda Peterson's statement was read into the record by Julie Mackley. Brenda Peterson stated that her property sits directly behind the open space area, which has been used in at least three other developments. She stated that the same section of land had been used for property in prior developments and is now being used again for this development. She stated that in 2020, there was a request to change the layout so that four houses would be located behind the property, but it is now designated as open space, which she stated is preferable to having four houses directly behind her home. Brenda Peterson further stated that she was unable to attend the meeting and requested that her opposition be entered into the record. She expressed concern that the area had previously been zoned for half-acre lots and that there have been ongoing efforts to change that zoning over time.

Julie Mackley: Julie Mackley was present to comment on this item. She stated that she had submitted a letter for Agenda Items Five and Six and expressed confusion as to why the Master Development Agreement was being discussed prior to the General Plan Amendment and rezone. She questioned whether approval of the master plan would result in approval of the subsequent items or if her concerns regarding Agenda Items Five and Six should be addressed at that time. Julie Mackley stated that her concern, in addition to her letter, is that if the development is approved, it will set a precedent for future developments to request smaller lot sizes. She stated that the developer may use the same reasoning that adjacent lots are smaller in order to justify additional density. She acknowledged that the proposal includes additional amenities but stated that the City already has similar developments and limited remaining areas with half-acre lots extending toward the mountains. She stated that she is concerned that continued changes will result in smaller and smaller lots, which is not consistent with the rural character that residents moved to the area for.

Joseph Kempie: Joseph Kempe was present to comment on this item. He stated that he owns property within the development area and expressed that the proposal is significantly different from what had been discussed approximately a year prior. He stated that the changes are difficult to process in a short amount of time and expressed frustration with what he described as ongoing changes. He stated that he is concerned about the maintenance of amenities such as soccer fields and questioned the overall direction of planning in the area. He stated that he feels there are concessions being made to developers while impacts are being felt by surrounding residents. He referenced other developments and expressed concern about increased traffic and density, stating that he does not want the area to become congested similar to larger developments such as Daybreak. He stated that he remains uncertain about the proposal and its impacts.

Angelyn Kempe: Angelyn Kempe was present to comment on this item. She stated that she resides within the development area and expressed concern regarding the proximity of new homes to existing horse property. She stated that while half-acre lots have been proposed, fences are located directly adjacent to horse areas, which may lead to complaints related to animals. She stated that she is concerned about potential conflicts between residents and agricultural uses. She also expressed concern regarding increased traffic, stating that children regularly play and ride in the area and that additional development would result in a significant increase in vehicles. She stated that potential commercial uses, such as a gas station, would further increase traffic. She acknowledged that the developer has worked with residents but stated that she remains concerned about how the development will progress. She further stated that future development north of Mack Canyon is expected to include additional housing, which contributes to her concern regarding continued growth and density in the area.

Brian Sadler: Brian Sadler was present to comment on this item. He stated that he is not an immediate neighbor but moved to Grantsville for the half-acre lot character and expressed appreciation for that development pattern. He acknowledged that the number of units would

remain the same but expressed concern regarding the commercial component of the project, specifically the inclusion of a gas station. He stated that he would support removing the commercial portion to maintain the character of the neighborhood. He also raised concern regarding the long-term maintenance costs associated with City-owned property and questioned whether those costs would result in a net benefit when compared to tax revenue generated by the development. He stated that he is not opposed to development but would prefer to see the continuation of half-acre lots.

Discussion and Consideration

Paul Linford was present to answer questions on this item. Commissioner Montgomery acknowledged the concerns raised by the public but stated that the overall number of residential units, and therefore traffic, would remain consistent whether the lots were half-acre or quarter-acre. He noted that many existing half-acre lots are not fully utilized due to lack of irrigation and often remain undeveloped or unused. He expressed support for the proposal, noting that the developer is providing amenities, including parks and open space, at their own expense.

Commissioner Moulton asked what would occur if the gas station or commercial use was not developed. Paul Lindford explained that alternative uses such as storage or other commercial businesses could be considered, but the commercial component was included at the City's request.

Community Development Director Bill Cobabe provided additional context, explaining that commercial uses along SR-138 represent the highest and best use of the land due to increasing traffic volumes. He stated that commercial development helps buffer residential areas from major roadways and contributes to the City's financial sustainability. He also noted that the City currently lacks sufficient park space based on standard planning ratios and that the proposed development helps address that need by providing a mix of active and passive open space.

The Commission discussed traffic impacts, with both staff and the applicant indicating that there is no significant difference in traffic generation between half-acre and quarter-acre lots with the same number of units. It was also noted that higher density developments can, in some cases, result in slightly fewer vehicle trips per unit.

Chair Sarah Moore discussed the long-term vision of the City, stating that the General Plan anticipates a mix of housing types, open space, and commercial uses. She emphasized the importance of providing affordable housing opportunities for younger families while maintaining community amenities. She also addressed concerns related to proximity to livestock, noting that existing regulations help mitigate conflicts.

City Council Member Derek Dalton expressed concern regarding the provision in the MDA that allows the zoning to revert back to R-1-21 if the developer does not complete the project as proposed. He stated that this could create inconsistencies and confusion if portions of the development are completed under different zoning standards. He indicated a preference for the PUD process, which would avoid reverting zoning.

The applicant responded that the proposal reflects what the City has requested, including amenities, trails, and open space, and stated that pursuing a PUD would significantly extend the timeline. He indicated that if the proposal were denied, the development could proceed with standard half-acre lots without the additional amenities.

John Montgomery made a motion to recommend approval of the Consideration of the proposed Master Development Agreement for Mack Canyon Subdivision located approximately near Mack Canyon Road and SR-138. With the following condition: Any failure to comply with the agreement would trigger reconsideration of the unapproved portion of the development for rezoning as determined feasible by the City. Cameron Moulton seconded the motion. The vote was as follows: Sarah Moore “Aye,” John Montgomery “Aye,” Cameron Moulton “Aye.” The motion passed unanimously.

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 MixedUse 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.

Presentation by Planning and Zoning Administrator Shelby Moore

Planning and Zoning Administrator Shelby Moore presented the proposed General Plan Amendment for the Mack Canyon Subdivision. She explained that the amendment would change the land use designation for the project area from mixed-use, high single-family residential, and low-density residential to medium-density residential. She clarified that this item is part of the process required prior to the rezone and that both items would ultimately be recommendations to the City Council.

Chair Sarah Moore noted that the item had already been discussed in prior agenda items and suggested moving directly into the public hearing.

Public Hearing

Email Received 04/07/2026 in Regards to Item 5 &6:

To the Grantsville City Planning & Zoning Commission

In September of 2020, Mr. Linford asked for a zoning change from R-1-21 to R-1-12 on 140 acres. I have been writing letters, for those same 6 years, asking the P&Z Commission and the City Council to deny this Zone change.

The agenda packet states that this zone change is to create cohesiveness and one type of zoning across this development, instead of the three that are designated on the Future Land Use Map. The packet fails to show the current zoning map, and the current developments that are already in place.

When comparing the two maps side by side, it makes more sense to keep the current zoning of ½ acre lots in place. The areas that are designated in the Future Land Use Map as mixed use, are right on Highway 138, with the higher residential density area being a small swath directly behind the mixed use. The bulk of this development sits in an area already designated on the Future Land Use Map as Low Density. Mixed Use, according to the city map, is a designation that states it needs to be compatible with surrounding uses. The entire area of this development is currently zoned as ½ acre lots and is surrounded on three sides by ½ acre lots and 5 acre lots.

From a neighbor perspective, the amendment would significantly alter the rural feel of this area, which is currently ½ acre lots next to Highway 138, increasing to 5 acres on Taylor road, and then increasing to 40 acre parcels. Mack Canyon road is a great divider from larger lots on the south side into the smaller lots on the north side. There is no need to continue to add more areas of smaller lots on the south side of Mack Canyon Road, making a patchwork of large lots, to tiny lots, and then back to even larger parcels.

The number of homes being built is not the issue for the neighbors of these parcels. I bought my home in an established area with larger lots, animal rights, and agriculture. I have attended city meetings where people have complained about animal noises and smells. People that want smaller homes and no land, do not want to live in the middle of those of us that want to be surrounded by animals and all that entails.

Grantsville is growing, our utilities need to be upgraded and current residents are facing the financial pain of that increase. We don't need to add to the problem by changing the zoning to higher density in areas that were designed to be more rural. If anything, we need to create more areas with larger parcels.

Thank you for your time,

Julie Mackley

Joseph Kempe: Joseph Kempe was present to comment on this item, he stated that he did not understand the item and expressed confusion about the multiple layers of changes being discussed. He stated that it felt like there were “layers upon layers of confusion” and asked if

someone could explain what was happening in simple terms. He questioned whether it was appropriate to ask those types of questions during the public hearing. Community Development Director Bill Cobabe clarified that the Commission was currently taking public comment and that questions could be addressed after the public hearing was closed. Commissioner Moulton acknowledged this and indicated that the comments would be addressed following the public hearing.

Julie Mackley: Julie Mackley was present to comment on this item. She stated that the areas shown in purple on the map are currently developed as half-acre lots. She stated that the existing zoning in that area is half-acre lots extending to Highway 138, and that the purple and orange areas shown represent future land use designations rather than existing zoning. She stated that there are already half-acre lots developed up to Sunflower Way, along with five-acre and ten-acre lots in the surrounding area. Julie Mackley further stated that changing the designation to medium density would allow up to four dwelling units per acre instead of two. She referenced a prior development along SR-138 near Clark Street where zoning was changed, stating that promises were made at that time but that the developer ultimately built to the new zoning standards. She stated that once zoning is changed, the City loses the ability to restrict development to previous density levels. She stated that this would allow more homes than originally intended and concluded her comments.

Discussion and Consideration

Commissioner Moulton requested clarification from staff regarding the procedural steps and how this item relates to prior approvals. Commissioner Montgomery added that the previously approved master plan establishes the layout and that this amendment aligns with that plan rather than introducing new changes.

Community Development Director Bill Cobabe provided a detailed explanation of the planning process. He explained that the General Plan is an aspirational document that outlines long-term vision and does not create legal entitlements. He clarified that zoning is the governing document that determines what is permitted on a property and that the Master Development Agreement establishes the specific layout, number of units, and development requirements. He emphasized that the MDA provides the developer with vested rights and ensures the City receives agreed-upon amenities and infrastructure.

Commissioner Moulton asked whether the proposed amendment would allow the developer to increase density beyond what was established in the Master Development Agreement. Bill explained that the sequence of approvals ensures that the MDA controls the number of units and layout, and that the General Plan amendment and zoning changes are consistent with that agreement.

Commissioner Montgomery stated that the amendment is aspirational and not controversial, noting that it aligns with the previously discussed development plan.

John Montgomery made a motion to recommend approval of the 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 MixedUse 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. Cameron Moulton seconded the motion. The vote was as follows: Sarah Moore “Aye,” John Montgomery “Aye,” Cameron Moulton “Aye.” The motion passed unanimously.

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.

Presentation by Planning and Zoning Administrator Shelby Moore

Planning and Zoning Administrator Shelby Moore presented the proposed rezone of parcels outlined in Agenda Item Six from R-1-21 to R-1-12 for the Mack Canyon Subdivision. She explained that the surrounding zoning includes a Planned Unit Development (PUD) in the RM-7 zone to the north, R-1-21 to the west, and mixed-use zoning with a PUD further beyond. To the south, she noted the presence of half-acre and one-acre lots, as well as R-1-8 zoning with 8,000 square foot lots, and an additional PUD in the RM-15 zone surrounded by half-acre zoning.

Shelby stated that the proposed rezone is intended to align with and formalize what had been recommended through the Master Development Agreement and General Plan Amendment.

Public Hearing

Angelyn Kempe: Angelyn Kempe was present to comment on this item. She stated that her only comment was to ensure that if the development does not come to pass, appropriate safeguards are in place so that higher-density uses, such as townhomes, are not developed around them. She stated that this is her greatest concern and emphasized the importance of having those protections clearly established and set in place to prevent future issues.

Discussion and Consideration

The Commission indicated no additional discussion following the public hearing.

Cameron Moulton made a motion to recommend approval of the 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. John Montgomery seconded the motion. The vote was as follows: Sarah Moore “Aye,” John Montgomery “Aye,” Cameron Moulton “Aye.” The motion passed unanimously.

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

Jason Hill made a motion to recommend approval of the minutes from the March 17, 2026 Planning Commission Regular Meeting. The vote was as follows: Sarah Moore “Aye,” Jason Hill “Aye,” “Gary Merrill “Aye” and John Montgomery “Aye.” The motion was passed unanimously.

9. Report from City Staff.

10. Open Forum for Planning Commissioners.

11. Report from City Council.

12. Adjourn.

John Montgomery made a motion to adjourn. Sarah Moore seconded the motion. The meeting adjourned at 8:56 p.m.

AGENDA ITEM #7

Report from City staff.

AGENDA ITEM #8

Open Forum for Planning Commissioners

AGENDA ITEM #9

Report from City Council.

AGENDA ITEM #10

Adjourn.