



**GRANTSVILLE CITY  
ORDINANCE NO. 2026-24**

**AN ORDINANCE OF GRANTSVILLE CITY APPROVING A MASTER  
DEVELOPMENT AGREEMENT FOR THE MACK CANYON SUBDIVISION,  
LOCATED APPROXIMATELY NEAR MACK CANYON ROAD AND SR-138**

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

**WHEREAS**, Grantsville City (“City”) is a municipal corporation organized and existing under the laws of the State of Utah; and

**WHEREAS**, the City Council is authorized pursuant to the Utah Code and the Grantsville City Land Use and Management Code to regulate land use and to enter into development agreements; and

**WHEREAS**, the applicant has proposed the Mack Canyon Subdivision, a development consisting of approximately 114 acres located near Mack Canyon Road and SR-138; and

**WHEREAS**, the proposed development includes up to 170 residential units, approximately 2.78 acres designated for future commercial use, and approximately 41.87 acres of open space, parks, trails, and recreational amenities; and

**WHEREAS**, the project was initially considered as a Planned Unit Development, but was determined to be more appropriately processed as a standard zoning development with a corresponding Master Development Agreement; and

**WHEREAS**, the proposed Master Development Agreement establishes the general layout, development pattern, phasing, open space, amenities, commercial component, and infrastructure requirements for the project; and

**WHEREAS**, the Master Development Agreement provides for, among other things:

- (a) development of the project in phases consistent with an approved concept plan;
- (b) provision of no less than 41.87 acres of open space and associated amenities;
- (c) inclusion of a commercial component to be developed in a future phase; and
- (d) construction of necessary infrastructure, including roadway improvements and right-of-way dedication; and

**WHEREAS**, the Planning Commission reviewed the proposed Master Development Agreement on April 7, 2026, and forwarded a recommendation to the City Council; and

**WHEREAS**, the City Council finds that approval of the Master Development Agreement promotes orderly growth, provides public benefits, and ensures development consistent with the planned layout of the project; and



**WHEREAS**, the City Council finds that entering into the Master Development Agreement is in the best interest of the health, safety, and welfare of the citizens of Grantsville City.

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

**Section 1. Approval of Master Development Agreement:** The Master Development Agreement for the Mack Canyon Subdivision, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved.

**Section 2. Authorization to Execute:** The Mayor is hereby authorized to execute the Master Development Agreement on behalf of Grantsville City, and the City Recorder is authorized to attest the same.

**Section 3. Administrative Authority:** The Mayor and City staff are hereby authorized to take such reasonable and necessary actions as may be required to carry out the purpose and intent of this Ordinance and the approved Master Development Agreement.

**Section 4. Effective Date:** This Ordinance shall take effect immediately upon its passage and approval as provided by law.

**Section 5. Severability clause:** If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS XX DAY OF XX, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

\_\_\_\_\_  
By Mayor Heidi Hammond

ATTEST

\_\_\_\_\_  
Alicia Fairbourne, City Recorder



# EXHIBIT “A”

Master Development Agreement for Mack Canyon Development

**WHEN RECORDED, RETURN TO:**

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

**COVER AND PROJECT INFORMATION SHEET**

**FOR GRANTSVILLE CITY MASTER DEVELOPMENT AGREEMENT**

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

**Between the “Developer”:**

Paul Linford (on behalf of the property owners)

**and the “City”:**

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

**for the following Project:**

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

**Underlying Zone(s): R-1-21**

**Effective Date:** \_\_\_\_\_

**Developer Contact:** Paul Linford ([pmlinford@gmail.com](mailto:pmlinford@gmail.com))

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

**Approval Ordinance:** \_\_\_\_\_

**GRANTSVILLE CITY**  
**MASTER DEVELOPMENT AGREEMENT**  
**FOR**  
**MACK CANYON DEVELOPMENT**

THIS MASTER DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered as of the Effective Date by and between City and Developer, as each is defined in the Cover and Project Information Sheet (“**Cover Sheet**”) for this Agreement, each a “Party” and collectively “Parties” herein.

**RECITALS**

WHEREAS, the Developer seeks to develop property within Grantsville City, Utah (the “**Project**”). The property consists of approximately 114 Acres, identified as Tooele County Parcel Nos. 01-065-0-0014 & 01-065-0-0074, and is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Property**”); and

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

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

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

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

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

WHEREAS, the City Planning Commission held a duly noticed public hearing, and subsequently recommended approval of the application for the Project on date, with the conditions specified in that recommendation incorporated into this Agreement; and

WHEREAS, it is in the best interests of both the Developer and the City that this Agreement be adopted and effective as a “development agreement” within the meaning, and subject to the provisions, of Utah Code Ann. Section 10-20-101 *et seq.* and to consent to all the terms of this Agreement as valid conditions of development of the Project.

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

### **1. Effective Date, Termination**

- 1.1. The “Effective Date” of this Agreement is the effective date of the enacting ordinance by the City Council, regardless of any difference or delay in time between that date and the date(s) upon which it is signed by any of the Parties, and shall be indicated on the Cover Sheet. The City may not execute this Agreement until approved by the City in accordance with GLUDMC.
- 1.2. This Agreement shall be in full force and effect until the earliest occurrence of: (i) such date as the Project is abandoned, defined as written notice from Developer to the City that it no longer intends to develop the Project; (ii) the use or active development is discontinued for a period of more than two (2) years; or (iii) the Developer defaults on any provision of this Agreement and the default is not resolved as specified in this Agreement. Failure to proceed with development pursuant to this Agreement shall be deemed failure to implement the application with reasonable diligence pursuant to Utah Code Ann. Section 10-20-902.

### **2. Project Description**

The Project is as described more fully herein, on the Cover Sheet, and as illustrated in the conceptual site plan for the Project, attached **Exhibit B**, to be modified as necessary in accordance with this Agreement’s Development Standards and as specified in this Agreement.

### **3. Development Standards**

- 3.1. Development Standards. The site development standards, procedures, and rules of the Underlying Zone and applicable code and law are modified as shown on **Exhibit C** “Development Standards.” All development standards applicable to the Project not expressly modified by this Agreement, including the Utah Municipal Land Use Development and Management Act, remain in full force and effect. Together, Exhibit C standards and the remaining development standards in the City code are the “**Development Standards**” for the Project.

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

- 3.2. Use of the Property. This Agreement does not modify, amend, or otherwise alter the uses permitted, conditioned, or restricted in the Underlying Zone except as expressly identified on **Exhibit D** “Zoning Modifications.” All uses not expressly modified by this Agreement remain in full force and effect. Developer acknowledges a separate rezoning request must be submitted to modify the permitted and conditional uses in the applicable zone.
- 3.3. Phasing. If the Project includes multiple phases, Developer shall include general depiction of any potential phases in the conceptual site plan attached hereto as **Exhibit B**. All phasing shall comply with Section 21.4.3 of the Grantsville City Land Use Development and Management Code (“**GLUDMC**”). City and Developer hereby acknowledge that any additional phases of the Project shall be subject to the terms of this Agreement and which may be reviewed and approved by the City.
- 3.4. Density; Maximum Units; Square Footage. Subject to the Development Standards, Developer may build up to 170 residential units in the Project. The City does not, and may not, provide Developer with any guarantee of the number of units, density, or non-residential square footage which may be built in the Project. Developer assumes all responsibility for development and design of the Project within the Development Standards, which may result in fewer total unit than expected.
- 3.5. Approvals. Prior to issuance of a building permit for any phase of the Project, Developer shall submit an application for “**Development Review**” of the site plan and building elevations to the City for review and approval. Review and approval by the City is intended to assure that certain development components substantially conform with this Agreement. Development Review approval submittals need only include that portion of the Property for which approval is being sought by Developer. Following approval by the City, the approved Development Review Submittals (defined below), supporting data and materials shall be made part of this Agreement and deemed to be an integral part of this Agreement. In the event of any inconsistency between approved plans and the terms of this Agreement, the terms of this Agreement shall govern. Any Development Review Submittals and approvals shall comply with the requirements of GLUDMC for the appropriate development application, including preliminary and final checklists published by the City.
  - 3.5.1. Development Review Submittals shall include all other information necessary to illustrate substantial conformance with this Agreement. The City may consider the standards of GLUDMC, as modified by this Agreement, when considering Development Review approval. In the event of any conflict or ambiguity, the provisions in this Agreement shall govern.

- 3.5.2. The Developer shall comply with all applicable requirements set forth in Grantsville City Code, Title 5, Chapter 3 (Flood Damage Prevention Regulations), as amended. The provisions of Title 5, Chapter 3 are hereby incorporated by reference as though fully set forth herein. It is the Developer's responsibility to review and adhere to these regulations in the planning, permitting, development, and maintenance of the Planned Community.
- 3.5.3. Notwithstanding anything to the contrary in Grantsville City Code, this Agreement, or the Master Plan, prior to obtaining a certificate of occupancy for any structure, Developer shall obtain a Fire Marshalls Certification which shall ensure that available fire flow meets or exceeds the IFC standards for the structure type. Grantsville may withhold issuance of any certificate of occupancy for a structure where this provision is not satisfied.
- 3.6. Modification. The terms and conditions of this Agreement or of any Development Review approval issued in accordance with this Agreement may be modified administratively by the Planning Commission upon written request by Developer so long as the modifications are in "substantial compliance" with the terms of this Agreement, including those modifications described in GLUDMC Section 12.5(1) ("**Minor Change**"). Any change that results in: (a) a change in the uses allowed for the Project to another use not permitted in the Underlying Zone, as modified by this Agreement; (b) an increase in the net site area and the boundaries of the Property contemplated herein; (c) an increase to the overall density of the Project; or (d) a reduction in the minimum periphery setbacks, ("**Major Change**") shall be considered a change that is not in "substantial compliance" with the terms of this Agreement. Any Major Change shall be reviewed by the same procedures applicable to a new master development agreement, as set forth in applicable laws and must be reviewed and approved by the City Council.
- 3.7. Fees. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the completion assurance procedures and other procedures set forth in City ordinances and policies.
- 3.8. Compliance with the Final Plat and this Agreement. Development of the Project shall be in accordance with Utah's Land Use, Development and Management Act, GLUDMC, the City's future laws which include the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project (to the extent they are applicable as specified in this Agreement), the final plat and this Agreement.

**4. Infrastructure Improvements; Public Uses.**

- 4.1. Infrastructure Improvements. Developer agrees to construct and/or dedicate project improvements as reasonably directed by the City in the ordinary course, including but not limited to roads, driveways, landscaping, water, sewer, and other utilities as shown on the approved final plans and in accordance with current City standards.
- 4.1.1. Developer shall satisfactorily complete construction of all Project improvements for each phase in a good and workmanlike manner, no later than two (2) years after the recording of the plat for that phase, subject to reasonable delays due to events of force majeure.
- 4.1.2. Developer shall comply with all completion assurance and bonding requirements of the City, as modified in **Exhibit E**.
- 4.1.3. Developer shall bear responsibility, including premises liability and risk of loss, for all public infrastructure covered by this Agreement until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. The City may not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the public infrastructure, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said public infrastructure; all of such liabilities shall be assumed by the Developer.
- 4.1.4. The City agrees to accept all Project improvements constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the City Planning and Public Works Departments promptly review and approve the plans for any Project improvements prior to construction; (2) Developer permits City Planning and Public Works representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) Developer shall provide Contractor as-built drawings in PDF and native format and GIS shapefiles of as-built conditions per City's GIS requirements and standards ; (4) Developer has warranted the Project improvements as required by the City Public Work Department; and (5) the Project improvements pass a final inspection by the City Public Works.
- 4.1.5. Developer shall repair any defect in the design, workmanship or materials in all Public Infrastructure which becomes evident during a period of one year following the acceptance of the improvements by the City Council or its designee ("**Durability Testing Period**"). If during the Durability Testing Period, any Public Infrastructure shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not comply with accepted standards, said condition shall, within a reasonable time, be corrected.

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

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

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

## **5. Homeowners Association.**

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

## **6. Recording.**

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

## 7. Default.

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

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

## 8. Vesting.

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

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

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

## 10. **General Provisions.**

- 10.1. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.
- 10.2. The City will issue land use permits only for those uses determined to be within the general land use types allowed in the zone, as modified by this Agreement, and more specifically on more detailed development plans for the Project or phase thereof submitted to and approved by the City.
- 10.3. The recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
- 10.4. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.

- 10.5. This Agreement may be amended only in writing signed by the Parties hereto.
- 10.6. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per the Project development plans or expiration or termination of this Agreement as provided herein.
- 10.7. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.
- 10.8. In the event that legal action is required in order to enforce the terms of this Agreement, the prevailing party shall be entitled to receive from the faulting party any costs and attorney's fees incurred in enforcing this Agreement from the defaulting party.
- 10.9. This Agreement constitutes the entire agreement between the parties. No changes or modifications may be made in this Agreement except in writing signed by both parties.
- 10.10. The requirements, obligations and conditions contained within this Agreement shall be binding upon Developer, its successors and assigns, and if different than Developer, the legal title holders and any ground lessors. All rights granted hereunder to Developer shall ensure to the benefit of the Developer's successors and assigns, and if different than Developer, the legal title holder and any ground lessors.
- 10.11. This Agreement does not create a joint venture relationship, partnership or agency relationship or fiduciary relationship between the City, or Developer. Except as specifically set forth herein, the parties do not intend this Agreement to create any third-party beneficiary rights.
- 10.12. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, will continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.
- 10.13. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of

the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

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

Agreement. Any waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.

- 10.24. The City may not unreasonably withhold, condition, or delay its determination to enter into any agreement with another public agency concerning the subject matter and provisions of this Agreement if necessary or desirable for the development of the Project and if such agreement is consistent with this Agreement and applicable law. Nothing in this Agreement will require that the City take any legal action concerning other public agencies and their provision of services or facilities other than with regard to compliance by any such other public agency with any agreement between such public agency and the City concerning subject matter and provisions of this Agreement.
- 10.25. Each party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated and to execute, deliver, and perform its obligations under this Agreement. Specifically, on behalf of the City, the signature of the City Manager or Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to the Approval Ordinance indicated on the Cover Sheet. Developer further represents and warrants that it is not aware of any material impediment, including contractual obligations, easements, or other property-related or ownership-related issues, to its completion of the development outlined in this Agreement and shall notify City of any new information that would present a substantial obstacle to Developer's consummation of the transactions and activities required and anticipated by this Agreement.
- 10.26. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by email shall be deemed originally signed copies of this Agreement.
- 10.27. Except as expressly modified by this Agreement, any statute or municipal code referred to in this Agreement shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.
- 10.28. The undersigned certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel during the term of this Agreement. The undersigned further acknowledges that its engagement in a boycott of the State of Israel would be in violation of Utah Code Ann. Section 63G-27-201 and could result in termination of this Agreement.

*[signature page follows]*

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

**CITY ACCEPTANCE**

\_\_\_\_\_  
Grantsville City  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

Approval as to Form:

\_\_\_\_\_  
Grantsville City Recorder

\_\_\_\_\_  
Grantsville City Attorney

**DEVELOPER ACCEPTANCE**

\_\_\_\_\_  
Developer  
By: Paul Linford, an individual, acting on behalf of the owners of the affected real property

STATE OF UTAH                    )  
  :ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, \_\_\_\_\_, personally appeared Paul Linford, proved to me through satisfactory evidence of identification, or personally known to me, to be the person whose name is signed on the preceding document in my presence.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

**Exhibit A**

***Legal Description of Property***

Grantsville City Draft

**Parcel: 01-065-0-0074**

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

**Parcel: 01-065-0-0014**

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

**Exhibit B**

***Depiction of Project***

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

Grantsville City Draft



**Exhibit C**

***Modifications to Development Standards***

[If none specified, no modifications are applicable.]

<b>Standard</b>	<b>Existing</b>	<b>Modification</b>	<b>Applicable Code</b>

Grantsville City Draft

**Exhibit D**

***Zoning Modifications***

[If none specified, no modifications are applicable.]

D-1. The City shall, and hereby does, effective immediately upon approval of this Agreement, rezone all Property in the Project zoned R-1-21 to the new R-1-12 zoning designation.

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

**Exhibit E**

***Completion Assurance and Bond Requirements***

[If none specified, no modifications are applicable.]

Grantsville City Draft

**Exhibit F**

***Upsizing Requirements***

[If none specified, no modifications are applicable.]

Grantsville City Draft

## Exhibit G

### *Additional Project-Specific Requirements*

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

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

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

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

G-3. Prior to or concurrent with the recording of any subdivision plat, Developer shall dedicate or cause to be dedicated the portions of the Property depicted on Exhibit B as part of the 108’ right of way for Mack Canyon Road. Such dedication shall be by a subdivision plat or other means reasonably acceptable to the City. The portions of the Property to be dedicated are more specifically described as: Exhibit G3.

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

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

**Exhibit G3**

***Mack Canyon Road***

Grantsville City Draft

