



July 15, 2026

**City Council Meeting
Information Packet**

Agenda Item # 1

Public Comment

Agenda Item #2

Summary Action Items

- a. Approval of Minutes from the
June 17, 2026 City Council Regular
Meeting

- b. Approval of bills

Agenda Item #3

Presentation of the Grantsville City
Youth Council Scholarship Awards

Agenda Item # 4

Presentation of gift

Agenda Item # 5

Introduction of newly appointed officer
Terron Bowen and administration of the
Oath of Office

Agenda Item # 6

Consideration of Resolution 2026-34
approving a Memorandum of
Understanding for automatic license
plate recognition data sharing



**GRANTSVILLE CITY
RESOLUTION NO. 2026-34**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR
AUTOMATIC LICENSE PLATE RECOGNITION DATA SHARING**

Be it resolved by the City Council of Grantsville City, Utah as follows:

WHEREAS, Grantsville City (the “City”) desires to enhance public safety, crime prevention, and law enforcement efficiency through the use of Automatic License Plate Recognition (“ALPR”) technology; and

WHEREAS, ALPR systems are authorized under Utah law, including Utah Code § 41-6a-2003, for legitimate law enforcement purposes such as criminal investigations, locating stolen vehicles, and identifying individuals with outstanding warrants; and

WHEREAS, the Utah Department of Public Safety and participating governmental entities have developed a Memorandum of Understanding (“MOU”) to facilitate the secure sharing of ALPR-generated plate data and hot list information among authorized law enforcement agencies; and

WHEREAS, the MOU establishes protocols governing access, use, data security, auditing, retention, and compliance with applicable laws including the Government Records Access and Management Act (“GRAMA”) and the Governmental Immunity Act of Utah; and

WHEREAS, participation in the MOU will allow the City’s law enforcement personnel to access and share critical information with other participating agencies, thereby improving coordination and response capabilities; and

WHEREAS, the City Council finds that entering into the MOU is in the best interest of the City and its residents.

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

Section 1. Approval of MOU: The Memorandum of Understanding for Automatic License Plate Recognition (ALPR) Data Sharing, attached hereto as Exhibit A and incorporated by this reference, is hereby approved.

Section 2. Authorization to Execute: The Mayor is hereby authorized to execute the MOU on behalf of Grantsville City, and may designate the Chief of Police to execute or administer the MOU as necessary, together with such minor administrative or non-substantive revisions as may be approved by the City Attorney.



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

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

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
of
Automatic License Plate Recognition Sharing
Governmental Entities
for
SHARING INFORMATION FOR LAW ENFORCEMENT PURPOSES

I. OVERVIEW

a. Background:

Automatic License Plate Recognition (ALPR) systems utilize specialized cameras to capture images of a passing vehicle and the license plate. The image of the license plate is converted into a text file utilizing Optical Character Recognition (OCR) technology. The text file is automatically compared against a designated informational data file, also known as a "Hot List". This system is only used by law enforcement as authorized by Utah Code § 41-6a-2003, for example, part of an active criminal investigation, to apprehend an individual with an outstanding warrant, to locate a missing or endangered person, or to locate a stolen vehicle.

ALPR cameras may be mobile (mounted on vehicles) or placed in fixed positions such as freeway overpasses or traffic signals. ALPR systems have all the necessary equipment to scan license plates, notify the user of a license plate hit, and upload the "Plate Data" information into a secure "ALPR Repository" for retention, research, and authorized law enforcement use.

b. Purpose and Scope:

All governmental entities entering into this MOU are hereinafter collectively referred to as "Agency Parties." Realizing the increase in public safety, crime prevention and detection gained by sharing Information, Agency Parties seek to share Plate Data and Hot List information with each governmental entity executing a duplicate of this MOU. The protocols and systems to securely connect these informational sources will be approved by agency ALPR Administrators.

This MOU outlines conditions under which the Agency Parties will share and use Plate Data and Hot List information. Agency Parties agree that information will be shared with law enforcement entities serving Utah who enter this MOU for their agency.

II. AUTHORIZED RELEASE OF INFORMATION

a. Sharing of Information:

Agency Parties authorize the sharing of ALPR-generated Plate Data and Hot List information residing in their respective data networks with other Agency Parties, as permitted by law. An agency that chooses to limit the information fields to be shared with Agency Parties is responsible for technical steps necessary to ensure that the selected information is not available for data exchange.

Each government entity agrees that this MOU serves as a memorandum of understanding as allowed in 41-6a-2005(4) for other government entities executing this MOU and that Agency Parties may access ALPR or plate data of participating agencies as authorized by law. Upon request, participating agencies may receive a list of all governmental entities participating in the sharing of ALPR data under this MOU.

b. Limitation on Information Access:

Access to Plate Data and Hot List information is restricted to legitimate law enforcement purposes. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access any other Agency Party's Plate Data and Hot List information. Each Agency Party shall ensure that its Authorized Users comply with these restrictions.

c. Liability:

Each Agency Party is solely responsible for any and all claims against it (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this MOU, including the use or alleged or actual misuse of Plate Data and Hot List information by that agency, its officers, agents or employees.

Agency Parties, as governmental entities under the Governmental Immunity Act of Utah (Utah Code Ann. § 63G-7-101, *et seq.*, as amended) (the "GIA"), retain all defenses and liability limits provided by the GIA. Consistent with the terms of the GIA, and as provided therein, it is mutually agreed that each entity is responsible and liable for its own wrongful or negligent acts, which are committed by its agents, officials, or employees. No Agency Party waives any protections or defenses otherwise available under the GIA, nor does any Party waive any limits of liability currently provided by the GIA. Nothing in this MOU shall be construed as an assumption of any duty for the benefit of any third party.

III. INFORMATION OWNERSHIP

a. Ownership and Data Management:

Each Agency Party retains ownership and control of all information in its ALPR Repository. Each Agency Party is responsible for creating, updating, and deleting records in its ALPR Repository according to its own written policies and state law. Each Agency Party shall use reasonable efforts to ensure the completeness and accuracy of its data.

b. Release of Information:

Agency Parties and Authorized Users shall release or make available information accessed from an ALPR Repository only to persons or entities authorized to receive ALPR information.

c. Unauthorized Requests:

If an Agency Party receives a request for information contained in an ALPR Repository by anyone who is not authorized to receive information from the ALPR Repository, that Agency Party shall refer the requester to the law enforcement agency that originated the information requested ("Source Agency").

d. Public Record Requests, Subpoenas and Court Orders:

An Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in an ALPR Repository not authored by or originated by that agency shall respond in accordance with applicable law to the Legal Request, and shall promptly provide a copy of the Legal Request to the Source Agency.

IV. ACCURACY OF INFORMATION

a. Accuracy of Information:

Each Agency Party agrees shall use reasonable efforts to ensure that Plate Data and Hot List information in its ALPR Repository is accurate and complete. Agency Parties shall participate in periodic testing sessions to validate and ensure that their information is accurate. It shall be the responsibility of the Agency Parties requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.

b. Timeliness of Hot List Data:

Each Agency Party shall determine the frequency with which its Hot List Data will be refreshed. Since changes or additions to Hot List Data are not updated on a real-time basis, Agency Parties recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Agency Party to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency Party's data. Agency Parties shall not store shared Hot List Data on any system for more than a 24 hour period without refreshing it.

c. Hold Harmless:

To the extent permitted by law, each Agency Party agrees to hold the other Agency Party harmless from any claims, damages, or liabilities arising from the use of any information in an ALPR Repository, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed, except in cases of willful misconduct or gross negligence by the Source Agency. This hold harmless provision is subject to the protections and liability limits of the GIA.

V. USER ACCESS

a. Login Application Process:

Each Agency Party's System Administrator is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all Authorized Users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.

b. Login Assignment:

Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Authorized Users may be assigned to access groups with varying levels of data access rights, determined by the sensitivity and restrictions of the information.

c. Termination of Logins:

Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, failure to meet the requirements of this MOU, or are denied access by the Agency System Administrator for any other reason.

d. Intended Use:

Each Authorized User agrees that Plate Data and Hot List information and the networking resources are to be used solely for law enforcement purposes only and consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purposes. Under this MOU, automatic license plate reader systems may only be used for purposes authorized under Utah Code.

e. Restrictions on Use of Logins: An Authorized User shall not access information in an ALPR Repository by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.

f. Transaction Logging and Auditing:

Each transaction on an ALPR Repository is to be logged, and an audit trail created. Each Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes only. This information shall be recorded and retained to allow the System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of five years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time, in accordance with applicable law. The logs must contain the number of times a search of captured license plate data is conducted, the crime type, and incident number associated with each search of captured license plate data.

g. Written Policy Requirement:

Under this MOU, each Agency Party must agree to have a written policy regarding the use, management, and auditing of the automatic license plate reader system; posted and publicly available on the appropriate city, county, or state website; or posted on the Utah Public Notice Website if the law enforcement agency does not have access to a website.

VI. PROTECTION OF INFORMATION

a. Information Protection:

Information in an ALPR Repository are classified as protected records under the Utah Government Records Access and Management Act (Utah Code 63G-2-101 et seq., "GRAMA") and are not subject to public disclosure, except as otherwise required by law. Only Authorized Users are allowed to view and use the information in an ALPR Repository. Agency Parties shall maintain the confidentiality of ALPR data and implement safeguards to prevent unauthorized access or disclosure.

b. Request for ALPR Data by a Non-Law Enforcement Entity:

An Authorized User who receives a request from a non-law enforcement entity for information in an ALPR Repository shall not release that information, but may refer the requester to the Source Agency.

c. External Law Enforcement Requests:

An Authorized User who receives a request from a non-Agency Party law enforcement agency may provide assistance to that agency in accordance with the Agency Party's written policies and other applicable laws. Any disclosure shall be limited to purposes authorized by Utah Code § 41-6a-2003.

d. Retention and Destruction of Records: Agency Parties shall determine a schedule for record retention and deletion in accordance with state law and its written policies. Shared Hot List data shall not be stored for more than 24 hours without refreshing, as specified in Section IV(b).

VII. SYSTEM ACCESS

a. Network Access:

Access to Plate Data and Hot List information will be provided by a private network maintained by a secure network configuration or other such method that is mutually acceptable to the Agency Parties.

b. System Availability:

ALPR Repositories shall operate 24-hours a day, 7 days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII. MOU TERMS

a. Term:

This MOU will commence on the date that it is executed by the Agency Party. It will terminate according to Section IX.

b. Amendments:

Any change in the terms of this MOU shall be incorporated into this MOU by a written amendment properly executed and signed by the person authorized to bind the Agency Parties.

c. Controlling Law and Venue:

Any dispute that arises under or relates to this MOU (whether contract, tort, or both) shall be adjudicated in a court of competent jurisdiction in which the defendant is located and shall be governed by Utah laws.

d. Severability:

If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.

e. Entire Agreement:

This MOU constitutes the entire agreement between the Agency Parties regarding ALPR data sharing and supersedes all prior ALRP MOU's or agreements between the Agency Parties.

IX. TERMINATION

An Agency Party may terminate their participation in this MOU or any part hereof upon giving the other Agency Parties at least thirty (30) days' written notice prior to the effective date of such termination, which date shall be specified in such notice. This MOU expires 5 years after it is signed by agency and may be renewed by consent of the parties in writing. Upon termination or expiration, the terminating Agency Party shall cease sharing and accessing ALPR data under this MOU and comply with data retention and destruction requirements per applicable law.

X. EXECUTION OF AGREEMENT

By executing this MOU, each Agency Party acknowledges that it has received a copy of this MOU and will comply with its terms and conditions. The person executing this MOU certifies that the person is authorized by their agency to execute this MOU and bind its agency to the terms herein. This MOU may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Utah Department of Public Safety

Signed Date:
Beau Mason, Commissioner
Utah Department of Public Safety

The original MOU has been approved by the Commissioner of Public Safety, Deputy Commissioner, legal counsel of the SIAC, and the director of the SIAC on May 4, 2023. This MOU may be duplicated without changes and approved by the Division Director. Amendments to this MOU may be requested and may be made upon approval in writing, but will require approval of legal counsel and the DPS Commissioner's office.

Utah Department of Public Safety

Signed Date:
Hanna Bennett, Director
Statewide Information and Analysis Center

Agency Info

Agency representative Signature

Signed Date:

Name _____

Title _____

Agency _____

Approved as to form and compliance with applicable law

Signature **Date:**

Name

Title

Agenda Item # 7

Consideration of Resolution 2026-56
approving the Utah ICAC Task Force
Memorandum of Understanding and
accepting the FY2027 ICAC Grant
Award



**GRANTSVILLE CITY
RESOLUTION NO. 2026-56**

**A RESOLUTION APPROVING THE UTAH ICAC TASK FORCE MEMORANDUM OF
UNDERSTANDING AND ACCEPTING THE FY2027 ICAC GRANT AWARD**

Be it resolved by the City Council of Grantsville City, Utah as follows:

WHEREAS, the Utah Attorney General's Office administers the Utah Internet Crimes Against Children ("ICAC") Task Force, a statewide program established to investigate internet crimes against children and provide participating law enforcement agencies with investigative resources, training, equipment, and grant funding; and

WHEREAS, the Grantsville City Police Department desires to continue its participation as an affiliate agency of the Utah ICAC Task Force pursuant to the Memorandum of Understanding attached hereto as Exhibit A; and

WHEREAS, the Utah Attorney General's Office has awarded the Grantsville City Police Department a Fiscal Year 2027 ICAC Task Force grant in the amount of Ten Thousand Dollars (\$10,000.00) for the period of July 1, 2026, through June 30, 2027, as set forth in the Award Letter attached hereto as Exhibit B; and

WHEREAS, the grant funds are intended to support eligible ICAC-related activities, including investigator overtime, training, equipment, software, travel, and public education, in accordance with the terms and conditions of the Memorandum of Understanding and Award Letter; and

WHEREAS, the City Council finds that continued participation in the Utah ICAC Task Force and acceptance of the grant award are in the best interests of Grantsville City and will enhance the Police Department's ability to investigate and prevent internet crimes against children.

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

Section 1. Approval of Memorandum of Understanding: The Memorandum of Understanding between the Utah Attorney General's Office and the Grantsville City Police Department, attached as Exhibit A, is hereby approved.

Section 2. Acceptance of Grant Award: The Fiscal Year 2027 Utah ICAC Task Force grant award in the amount of \$10,000.00, as set forth in the Award Letter attached as Exhibit B, is hereby accepted subject to the terms and conditions contained therein.

Section 3. Authorization to Execute Documents: The Mayor and such other City officials as may be necessary are hereby authorized and directed to execute the Memorandum of



Understanding, the Award Letter, and any related documents necessary to effectuate the purposes of this Resolution.

Section 4. Administration of Grant: The Grantsville City Police Department is authorized to administer the grant funds and comply with all reporting, reimbursement, and program requirements contained in the Memorandum of Understanding, Award Letter, and applicable grant guidelines.

Section 5. Effective Date: This resolution shall take effect immediately upon its passage and approval as provided by law.

Section 6. Severability clause: If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 15TH DAY OF JULY, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Heidi Hammond

ATTEST

Alicia Fairbourne, City Recorder



EXHIBIT “A”

Memorandum of Understanding – Utah Internet Crimes Against Children (ICAC) Task Force

Memorandum of Understanding



Grantsville City Police Department



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THE ICAC TASK FORCE PROGRAM

The Internet Crimes Against Children (ICAC) Task Force Program was developed in 1998 under the United States Department of Justice (DOJ), Office of Juvenile Justice and Delinquency Prevention (OJJDP). The ICAC Program was designed to address the increasing number of children using the internet and other technology, the proliferation of child sexual abuse material (CSAM) available electronically, and the heightened online activity by predators seeking unsupervised contact with children. The Office of the Utah Attorney General is designated as the lead agency for the Utah ICAC Task Force by the United States DOJ.

The Utah ICAC Task Force was created in 2000 and is one of 61 ICAC task forces in the country. Many internet crimes against children cross state lines, requiring the ICAC task forces to work closely together across jurisdictional boundaries. The 61 task forces form a coordinated national network, representing over 5,400 federal, state, and local law enforcement personnel, dedicated to investigating, prosecuting, and developing effective responses to internet crimes against children.

MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding (MOU) exists between the Utah Attorney General's Office and the state and local law enforcement affiliate agencies, regardless of whether the agency receives task force award funding. The Utah Attorney General's Office provides funding received from various sources to law enforcement agencies to act as affiliates to the Utah ICAC Task Force. This MOU is between the Utah Attorney General's Office – Internet Crimes Against Children (ICAC) Task Force and the **Grantsville City Police Department**, hereafter referred to as the “**Affiliate Agency**”.

The purpose of the MOU is to formalize the working relationship between the **Affiliate Agency** and the Utah Attorney General's Office, and to delineate responsibilities and expectations of the relevant parties. By signing the MOU, an agreement is made between the **Affiliate Agency** and the Utah Attorney General's Office to vigorously and properly investigate crimes against children that occur by using the internet or other electronic media devices. By becoming an affiliate with the Utah ICAC Task Force, the **Affiliate Agency** will benefit from funding resources, joint operations, forensic resources, officer wellness, training opportunities, etc. Conversely, the Utah ICAC Task Force will benefit from the investigative support from the **Affiliate Agency**.

MISSION STATEMENT

The mission of the Utah ICAC Task Force is to protect children from those who use the internet to abuse or exploit them. The task force fights for children, rescues victims, educates everyone, and empowers survivors – #FREE.

The Utah ICAC Task Force will:

1. Properly and aggressively investigate and prosecute those who sexually exploit children using the internet.
2. Provide training and equipment to those involved in investigating and prosecuting ICAC cases.
3. Provide community education and awareness regarding the prevention of internet crimes against children.

AFFILIATE AGENCY REQUIREMENTS

Due in large part to the technological aspects of ICAC cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases.

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other Utah ICAC Task Force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. In addition, ICAC investigations shall also be governed by the National ICAC program's Operational and Investigative Standards. The **Affiliate Agency** agrees to abide by the standards and protocols of the Utah ICAC Task Force and that investigators will attend and follow national and local ICAC training(s). Violation of the ICAC Operational and Investigative Standards and/or Utah ICAC Task Force Best Practices and Protocols is cause for termination of the signed MOU. The MOU is not intended to infringe on the ongoing investigation(s) of any other agency.

The **Affiliate Agency** agrees that only sworn peace officers, assigned as ICAC investigators, will conduct undercover ICAC investigations. Each investigator(s) involved with undercover operations shall receive ICAC training prior to initiating proactive investigations. This training can be received through ICAC nationally approved trainings and/or training programs through the Utah ICAC Task Force.

Every ICAC investigator must have access to the ICAC Share drive or the ICAC Data System (IDS). The share drive and IDS contain search warrant templates, ICAC forms, best practice and protocol manual, and other items that are necessary for ICAC investigations.

ICAC AWARD

Every police agency in Utah is responsible for enforcement and crime prevention activities relating to the sexual abuse and/or exploitation of children and should cooperate with one another in this mission, regardless of task force or other affiliations, or whether augmented funding is available to them.

ICAC funding is meant to augment individual agency budgets in their efforts to prevent and investigate internet crimes against children. ICAC funding is not meant to comprehensively cover the costs associated with traditional enforcement activities. Rather, the funds are intended to provide additional financial resources to help cover costs associated with overtime, training, outreach, and forensic tools, as examples.

The awarded funding is only to be used for the following purposes:

- Over-time of ICAC investigator(s) who are actively working cases as defined in the ICAC National Standards and Utah ICAC Best Practices to accomplish the Mission Statement of the Utah ICAC Task Force.
- Training and travel costs associated with approved ICAC Training.
- Equipment and office supplies as they relate to ICAC case work.
- Software and internet lines as they relate to ICAC case work.
- Travel costs associated with ICAC case work.
- Public education presentations and applicable materials to aid in these presentations.

SUPERVISION

The **Affiliate Agency** will be responsible for the operational supervision, administrative control, and the personal and professional conduct of their ICAC investigator(s). ICAC investigations are a cooperative effort, and investigative decisions will be a joint process guided by the **Affiliate Agency's** policy, Utah ICAC Best Practices, and National Operational and Investigative Standards.

LIABILITY

The **Affiliate Agency** is responsible and potentially liable for the acts and omissions of its own investigators or employees in connection with the performance of their official duties under the signed MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be potentially liable, if at all, only for the torts of its own investigators or employees that occur within the scope of their official duties.

REPORTING STATISTICS

The assigned **Affiliate Agency** ICAC investigator(s) shall submit monthly statistics on all ICAC investigations and/or other investigative work pertaining to the sexual exploitation of a minor, possession/distribution/manufacture of child sexual abuse material (CSAM), criminal solicitation of a minor (enticement/traveler) and other related crimes as defined in the ICAC National Standards and Utah ICAC Best Practices and Protocols manual. These statistics shall be submitted into the ICAC Data System (IDS) by the 10th of each month. Failure to report agency statistics monthly is a violation of the Utah ICAC best practices, DOJ agreement, and Utah ICAC MOU. Three (3) failures to report during a fiscal year will result in termination of the MOU and affiliate membership.

TRAINING

The **Affiliate Agency** shall make their ICAC investigator(s), available for applicable specialized training provided through the National ICAC program, the Utah ICAC Task Force, and/or other approved training programs. If a training request is approved, the **Affiliate Agency** will pay the normal salary of its staff member(s) while they are attending the training. The **Affiliate Agency** shall ensure that its assigned ICAC investigator(s) complete the following training as designated by the Utah ICAC Task Force.

❖ **All Utah ICAC investigators must complete the following self-paced online training courses found on the ICAC task force website:**

1. ICAC Program Overview
2. ICAC Standards
3. ICAC CyberTip Overview
4. Legal Considerations in ICAC Investigations

❖ **Utah ICAC Bootstrap Academy:**

Every ICAC investigator shall attend and complete the three-day Bootstrap Academy. This training is designed to orient all investigators with ICAC cases. In the Bootstrap Academy, ICAC members will investigate real CyberTipline cases. This is a hands-on and interactive class where every investigator will draft and author electronic service provider (ESP) and/or internet service provider (ISP) search warrant(s). Investigators will leave the class with the tools needed to aggressively and efficiently investigate criminals who exploit children via the internet.

CONFIDENTIALITY

It is understood that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence. ICAC case information will only be shared with participating ICAC Task Force members and/or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

OFFICER WELLNESS

Research shows that Officer Wellness Programs increase officer retention and recruitment, performance, empathy, and internal relationships, as well as decrease sick days, uses of force, citizen complaints, and officer suicide. Therefore, it is **strongly encouraged** that all members assigned to the Utah ICAC Task Force participate in a wellness program.

Members of the Utah ICAC Task Force can participate in an officer wellness program endorsed by their agency. If an ICAC member (or their respective agency) chooses to utilize the Utah ICAC Officer Wellness Program, this service is provided at NO COST to both the member and the **Affiliate Agency**.

EFFECTIVE DATE

This agreement shall be effective on the signing date and continue until the end of the performance period (every three years). If the agreement is canceled by either party, written notice must be delivered to both the Utah Attorney General's Office and the **Affiliate Agency** within 30 days of cancelation.

In the event of noncompliance with any of the terms of this agreement as outlined above or if either party terminates this agreement, state funds awarded (if any) to the **Affiliate Agency** that have not been spent will be suspended.

Entered this ____ day of _____, 20__.

Print Name

Signature

Title

Name of Agency

Sete Aulai

Sete Aulai, Captain, Utah Attorney General's Office
Commander, ICAC Task Force



EXHIBIT “B”

Fiscal Year 2027 ICAC Task Force Award Letter

Utah Internet Crimes Against Children (ICAC) Task Force Award Letter – Fiscal Year 27



July 6, 2026

Grantsville City Police Department
50 N. Bowery St., Grantsville, UT 84029

FR: Utah Attorney General's Office – ICAC Task Force
RE: Award letter for ICAC task force funding – Fiscal Year 27

Dear Grantsville City Police Department:

The Utah Attorney General's Office is pleased to inform you that your submitted application for the Utah ICAC Task Force affiliate funding for State Fiscal Year 27, July 1, 2026 – June 30, 2027, has been approved. The permitted state funding award amount is \$10,000.

Carefully review the task force purchasing guidelines and Memorandum of Understanding (MOU) to become familiar with all conditions and requirements before accepting your award. To accept the award, your agency must sign the task force MOU and this award letter. Please return both documents to the ICAC Commander. If your agency chooses to not accept the award, notify the ICAC Commander. However, a signed MOU is still required for all state and local law enforcement agencies to be official members of the Utah ICAC Task Force.

Please note that award requirements include not only the conditions and limitations set forth in the award offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Therefore, all key staff should review and be aware of all task force documents and matters for FY27.

Should your agency accept the award and then fail to comply with an award requirement, the Utah Attorney General's Office will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Once this award letter and the signed MOU are received, funds become available for immediate use. Submit reimbursement requests quarterly, following task force purchasing guidelines and staying within the awarded amount.

Congratulations,



Sete Aulai, Captain, Utah Attorney General's Office
Commander, ICAC Task Force

ACCEPTANCE of AWARD

This acceptance of the task force award shall be effective on the signing date and continue until the end of the performance period (July 1, 2026 – June 30, 2027). If the agreement is canceled by either party, written notice must be delivered to both the Utah Attorney General's Office and the Grantsville City Police Department within 30 days of cancellation.

Entered this ____ day of _____, 20 ____.

Print Name

Signature

Title

Name of Agency

ICAC AWARD

Every police agency in Utah is responsible for enforcement and crime prevention activities relating to the sexual abuse and/or exploitation of children and should cooperate with one another in this mission, regardless of task force or other affiliations, or whether augmented funding is available to them.

ICAC funding is meant to augment individual agency budgets in their efforts to prevent and investigate internet crimes against children. ICAC funding is not meant to comprehensively cover the costs associated with traditional enforcement activities. Rather, the funds are intended to provide additional financial resources to help cover costs associated with overtime, training, outreach, and forensic tools, as examples.

The awarded funding is only to be used for the following purposes:

- Over-time of ICAC investigator(s) who are actively working cases as defined in the ICAC National Standards and Utah ICAC Best Practices to accomplish the Mission Statement of the Utah ICAC Task Force.
- Training and travel costs associated with approved ICAC Training.
- Equipment and office supplies as they relate to ICAC case work.
- Software and internet lines as they relate to ICAC case work.
- Travel costs associated with ICAC case work.
- Public education presentations and applicable materials to aid in these presentations.

Agenda Item # 8

Discussion regarding potential grant-matching funds for the Grantsville Historic Preservation Committee

Agenda Item #9

Consideration of Resolution 2026-53
approving a pilot service agreement with
Kids Kan for the Kids Kan Yellow Can
Program



**GRANTSVILLE CITY
RESOLUTION NO. 2026-53**

**A RESOLUTION APPROVING A PILOT SERVICE AGREEMENT WITH KIDS KAN
FOR THE KIDS KAN YELLOW CAN PROGRAM AND AUTHORIZING THE MAYOR
TO EXECUTE THE AGREEMENT**

Be it resolved by the City Council of Grantsville City, Utah as follows:

WHEREAS, Grantsville City ("City") desires to promote programs that benefit its residents while supporting charitable and community initiatives; and

WHEREAS, Kids Kan is a Utah nonprofit organization that has proposed the implementation of the Kids Kan Yellow Can Program within Grantsville City as a voluntary pilot program for residential solid waste customers; and

WHEREAS, the proposed Pilot Service Agreement establishes the respective rights and responsibilities of the City and Kids Kan regarding the implementation, administration, and evaluation of the pilot program; and

WHEREAS, the Pilot Service Agreement provides that participation by residents is entirely voluntary, does not alter the City's existing solid waste collection services, and allows the City to receive an administrative fee and funding dedicated to Grantsville City parks in accordance with the terms of the Agreement; and

WHEREAS, the City Council has reviewed the proposed Pilot Service Agreement attached hereto as Exhibit A and has determined that approval of the Agreement is in the best interests of the City and its residents.

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

Section 1. Approval of Agreement: The City Council hereby approves the Pilot Service Agreement between Grantsville City and Kids Kan, attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. Authorization to Execute: The Mayor is hereby authorized to execute the Pilot Service Agreement on behalf of Grantsville City, together with any non-substantive revisions approved by the City Attorney that do not materially alter the rights or obligations of the City.

Section 3. Authority to Implement: The Mayor, City Manager, City Attorney, and other appropriate City officials and staff are hereby authorized to take all reasonable and necessary actions to implement and administer the Pilot Service Agreement and to carry out the intent and purpose of this Resolution.



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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS
15TH DAY OF JULY, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Heidi Hammond

ATTEST

Alicia Fairbourne, City Recorder



EXHIBIT “A”

Pilot Service Agreement

PILOT SERVICE AGREEMENT

Kids Kan Yellow Can Program

Between Kids Kan and Grantsville City, Utah

Agreement Date	
Pilot Start Date	July 1 st , 2026
Pilot End Date	July 1 st , 2031 (60-month pilot term)
Pilot Area	84074,84029 / Grantsville City
Kids Kan Contact	Jessica White President (435) 830-6578 8306578@gmail.com
City Contact	Michael Resare City Manager (801) 361-8670 mresare@grantsvileut.gov
Waste Hauler	ACE Disposal (existing City contractor)

RECITALS

WHEREAS, Kids Kan is a Utah-based 501(c)(3) nonprofit organization whose mission is to generate charitable giving through residential waste-collection programs; and

WHEREAS, Grantsville City (the "City") services residential solid waste collection within its jurisdiction, currently contracted to ACE Disposal (the "Hauler"); and

WHEREAS, Kids Kan proposes to offer residents within the Pilot Area the option to receive a branded Kids Kan yellow waste receptacle and pay a monthly or annual subscription; and

WHEREAS, Kids Kan desires to conduct a limited pilot program to evaluate the feasibility, resident interest, and operational impact of the Program; and

WHEREAS, the City agrees to allow, subject to terms and conditions, a limited pilot program to evaluate the feasibility, resident interest, and operational impact of the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

SECTION 1 — DEFINITIONS

(a) "Agreement" means this Pilot Service Agreement, including all exhibits and amendments.

- (b) "Kids Kan Can" or "Can" means the branded yellow Toter-brand residential waste receptacle provided by Kids Kan to the city to distribute to Enrolled Households.
- (c) "Pilot Area" means the geographic area identified on Exhibit A, limited to the zip codes and/or municipal boundaries described therein.
- (d) "Pilot Term" means the period beginning on the Pilot Start Date and ending on the Pilot End Date set forth above, unless earlier terminated pursuant to Section 10.
- (e) "Enrolled Household" means a residential household within the Pilot Area that has voluntarily opted in to receive a Can and pay the subscription fee.
- (f) "Monthly Premium" or "Yearly Premium" means the optional \$10.00 per month or \$120.00 per year fee charged to Enrolled Households in addition to their standard waste-collection service fee.
- (g) "Hauler" means the waste collection contractor currently under contract with the City, identified above.

SECTION 2 — PROGRAM DESCRIPTION

- 2.1. Pilot Purpose.** The purpose of this Agreement is to conduct a time-limited pilot of the Kids Kan Yellow Can Program within the Pilot Area in order to assess resident participation rates, operational feasibility, and community impact.
- 2.2. Opt-In Model.** Participation is entirely voluntary. No resident is required to enroll. Kids Kan shall not represent the Program as a City-mandated service. All marketing and resident communications shall clearly identify the Program as an optional upgrade.
- 2.3. Can Deployment.** Kids Kan shall procure, brand, deliver all Cans to the City to deploy to residents. The City bears no liability for the condition, or maintenance of Cans.
- 2.4. Collection Service.** The Program does not alter pick-up routes, frequency, or the City's existing hauler contract.
- 2.5. Receptacle Servicing.** Subject to operational capacity, the City shall service and maintain Kids Kan cans in the same manner as City-owned containers; provided, however, that Kids Kan shall be responsible for all costs associated with servicing Kids Kan cans, including, parts required for such maintenance and servicing.

SECTION 3 — FINANCIAL TERMS

- 3.1. Collection of Fees.** Kids Kan shall be solely responsible for billing, collecting, and administering all subscription fees associated with the Program. The City shall have no obligation to collect payments from residents and shall bear no financial risk associated with the Program.
- 3.2. Administrative Fee.** As compensation for the City's administrative support, coordination and other services provided under this Agreement, Kids Kan shall remit to the City an amount equal to one percent (1%) of all gross subscription revenue collected from Enrolled Households within the Pilot Area. Payments shall be made quarterly, together with a report identifying the number of enrolled households, gross subscription revenue collected, and the calculation of the administrative fee.
- 3.3. Parks Contribution.** Kids Kan shall dedicate fifteen percent (15%) of all gross subscription revenue collected from Enrolled Households within the Pilot Area to support Grantsville City Parks and recreational improvements or maintenance, as determined by the City. Such funds shall be remitted to the City on a quarterly basis and may be deposited into a designated parks fund or other account identified by the City.

Each payment shall be accompanied by an accounting of the gross subscription revenue collected and the calculation of the Parks contribution.

SECTION 4 — CITY OBLIGATIONS

The city agrees to:

- 4.1.** Allow Kids Kan to connect with the Hauler for the purpose of coordination..
- 4.2.** Permit Kids Kan to conduct opt-in outreach to residents within the Pilot Area, subject to Section 7 (Marketing Guidelines).
- 4.3.** Notify Kids Kan promptly of any changes to the City's hauler contract or solid waste operations that may affect the Program.
- 4.4.** Cooperate in good faith to evaluate the Pilot results and discuss potential expansion or continuation at the conclusion of the Pilot Term.

SECTION 5 — KIDS KAN OBLIGATIONS

Kids Kan agrees

- 5.1.** Fund all costs of the Program including can procurement, branding, and advertising.
- 5.2.** Maintain all required nonprofit filings, registrations, and good standing with the Utah Division of Consumer Protection and the IRS.
- 5.3.** Carry general commercial liability insurance in an amount no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming the City as an additional insured. Evidence of coverage shall be provided prior to launch.
- 5.4.** Respond to resident inquiries and complaints within three (3) business days and resolve Can-related service issues within ten (10) business days.
- 5.5.** Work with city employees to replace damaged or defective Cans within a reasonable timeframe.
- 5.6.** Handle all resident data in compliance with applicable Utah and federal privacy laws. Kids Kan shall not sell or share resident data with third parties.
- 5.7.** Clearly disclose, in all resident-facing communications, that it is optional to enroll in program, and that standard waste service continues regardless of enrollment.
- 5.8.** Provide annual reporting to the City Finance Director and City Manager.
- 5.9.** Maintain 501(c)(3) status as a tax-exempt entity under the Internal Revenue Code. Maintain all financial records and accounts related to this Agreement in accordance with Generally Accepted Accounting Principles (GAAP).
- 5.10.** All contributions and donations made under this Agreement shall be directed exclusively to non-partisan, politically neutral 501(c)(3) organizations whose primary mission is to benefit disadvantaged youth or child victims of crime. No funds may be distributed to any organization that engages in political campaigning, lobbying, or partisan advocacy. Any violation of this restriction shall constitute a material breach, requiring the immediate return of the improperly distributed funds.

SECTION 6 — MARKETING & BRANDING

- 6.1.** City Review. All resident-facing marketing materials that reference the City (including the City's name, logo, or implied endorsement) must be reviewed and approved by the City in writing prior to distribution.
- 6.2.** No Implied Endorsement. Kids Kan shall not state or imply that the City endorses or mandates participation in the Program without express written approval.
- 6.3.** Brand Standards. Kids Kan may use its own branding on Cans and marketing materials. The City retains the right to request removal of City marks from any material that misrepresents the nature of the relationship.
- 6.4.** Opt-Out Notice. All enrollment materials shall include clear instructions for residents to decline or cancel participation.

SECTION 7 — INDEMNIFICATION & LIABILITY

- 7.1.** Kids Kan Indemnification. Kids Kan shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from and against any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or related to: (a) Kids Kan's performance or breach of this Agreement; and (b) Kids Kan's marketing activities.
- 7.2.** City Indemnification. The City shall indemnify, defend, and hold harmless Kids Kan from claims arising out of the City's own negligence or willful misconduct.
- 7.3.** Limitation of Liability. In no event shall either party be liable to the other for indirect, consequential, or punitive damages arising under this Agreement.

SECTION 8 — INTELLECTUAL PROPERTY

- 8.1.** Each party retains all rights to its own intellectual property, trademarks, and trade names. Neither party acquires any ownership interest in the other's intellectual property through this Agreement.
- 8.2.** Kids Kan grants the City a limited, non-exclusive, royalty-free license to use the Kids Kan name and logo solely for purposes of communicating with residents about the Program during the Pilot Term.

SECTION 9 — TERM & TERMINATION

- 9.1.** Term. This Agreement commences on the Pilot Start Date and expires on the Pilot End Date unless extended by mutual written agreement.
- 9.2.** Termination for Cause. The city may terminate this Agreement immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure within thirty (30) days of written notice; (b) becomes insolvent or ceases operations; or (c) engages in conduct that poses a risk to public health, safety, or the City's reputation.
- 9.3.** Appropriations/Funding-Out: To the extent the City's participation is dependent upon budgetary appropriations, the City may terminate this Agreement if funds are no longer appropriated or available in accordance with its legislative budgeting discretion.
- 9.4.** Effect of Termination. Upon termination or expiration, Kids Kan shall: (a) cease all enrollment activities; (b) arrange retrieval of all Cans from Enrolled Households within ninety (90) days; (c) provide a final financial report within forty-five (45) days; and (d) disburse the final Charity Portion within sixty (60) days.

SECTION 10 — GENERAL PROVISIONS

- 10.1. Governing Law.** This Agreement shall be governed by the laws of the State of Utah. Disputes shall be resolved in the courts of Grantsville City, Utah.
- 10.2. Entire Agreement.** This Agreement, together with its Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions and agreements.
- 10.3. Amendments.** This Agreement may only be amended by a written instrument signed by authorized representatives of both parties.
- 10.4. Notices.** All notices shall be in writing and delivered by email with confirmation, overnight courier, or certified mail to the addresses of the respective contacts listed on page 1.
- 10.5. Independent Contractors.** The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship.
- 11.6. Limited-Exclusivity.** This Agreement prevents the City from entering into similar programs with other vendors for the duration of the pilot program. This agreement does not prevent Kids Kan from operating programs in other municipalities.
- 10.7. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 10.8. Waiver.** Failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision in the future.
- 10.9. Counterparts.** This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original.
- 10.10. Authority.** Each party represents and warrants that the person executing this Agreement has full authority to bind the respective organization.
- 10.11. Public Records Compliance.** Kids Kan acknowledges that the City is a governmental entity subject to GRAMA under 63G-2-101 of the Utah Code, et seq. All records received or maintained by the City in connection with this Agreement may be subject to public disclosure under Utah Law.
- 10.12. Governmental Immunity.** The City is a governmental entity under the Governmental Immunity Act of Utah Utah Code 63G-7-101, et seq (UGIA). Nothing in this Agreement shall be construed as a waiver of any immunity, protection, rights, or limitations on liability granted to the City or its employees under the UGIA.

SIGNATURE PAGE

Kids Kan Pilot Service Agreement — Grantsville City

IN WITNESS WHEREOF, the parties have executed this Pilot Service Agreement as of the date first written above.

KIDS KAN

Signature

Printed Name & Title

Date

Nonprofit Organization

GRANTSVILLE CITY

Signature

Printed Name & Title

Date

City Government

EXHIBIT A — PILOT AREA DESCRIPTION

The Pilot Area for this Agreement is defined as follows:

City	Grantsville, Utah
Zip Code(s)	84074,84029
City/Municipality	Grantsville City
Estimated Households	3,926
Additional Boundaries	N/A

The parties may mutually agree to expand or contract the Pilot Area during the Pilot Term.

— END OF AGREEMENT —

Agenda Item # 10

Discussion regarding the ACE bulk waste pickup

Agenda Item # 11

Consideration of Resolution 2026-52
approving the Sun Sage Terrace Master
Development Agreement and master lot
layout for Phases 3 through 6 located at
approximately 1161 West Main Street in
the R-1-21 Residential District



**GRANTSVILLE CITY
RESOLUTION NO. 2026-52**

**A RESOLUTION APPROVING THE SUN SAGE TERRACE MASTER
DEVELOPMENT AGREEMENT AND MASTER LOT LAYOUT FOR PHASES 3
THROUGH 6 LOCATED AT APPROXIMATELY 1161 WEST MAIN STREET IN THE
R-1-21 RESIDENTIAL DISTRICT**

Be it resolved by the City Council of Grantsville City, Utah as follows:

WHEREAS, Grantsville City is authorized pursuant to the Utah Municipal Land Use, Development, and Management Act, Utah Code Title 10, Chapter 9a, to regulate land use and approve development agreements within the City; and

WHEREAS, Flyway Holdings, LLC ("Developer") has submitted a proposed Master Development Agreement ("MDA") and master lot layout for Sun Sage Terrace Phases 3 through 6, located at approximately 1161 West Main Street; and

WHEREAS, the property is located within the R-1-21 Residential District and consists of approximately 92.57 acres; and

WHEREAS, the proposed development is a continuation of the previously approved Hawthorne Estates development, which has since been renamed Sun Sage Terrace; and

WHEREAS, the proposed development includes a maximum of one hundred twenty-eight (128) single-family residential lots to be developed in four phases consisting of approximately twenty-one (21) lots in Phase 3, thirty-six (36) lots in Phase 4, thirty-eight (38) lots in Phase 5, and thirty-three (33) lots in Phase 6; and

WHEREAS, the proposed development includes residential lots, open space areas, roadway dedications, and related public improvements intended to support future growth and transportation needs within the area; and

WHEREAS, the proposed Master Development Agreement requires compliance with applicable subdivision regulations, engineering standards, flood damage prevention requirements, public infrastructure obligations, roadway construction requirements, and completion of outstanding obligations associated with the original Hawthorne Estates Development Agreement; and

WHEREAS, the Grantsville City Planning Commission conducted a public hearing on June 16, 2026, reviewed the proposed Master Development Agreement and master lot layout, and forwarded a positive recommendation to the City Council for approval; and

WHEREAS, the City Council has reviewed the proposed Master Development Agreement, the master lot layout, the Planning Commission recommendation, and all other



information presented and finds that approval is in the best interests of Grantsville City and promotes the orderly development of the property.

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

Section 1. Approval: The Sun Sage Terrace Master Development Agreement and master lot layout for Phases 3 through 6, located at approximately 1161 West Main Street and attached hereto as Exhibit A, are hereby approved.

Section 2. Authorization: The Mayor is authorized to execute the Master Development Agreement on behalf of Grantsville City, and the Mayor, City Manager, City Attorney, and other City staff are authorized to take such actions as may be reasonably necessary to implement and carry out the provisions of this Resolution and the approved Master Development Agreement.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 15TH DAY OF JULY, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Heidi Hammond

ATTEST

Alicia Fairbourne, City Recorder



EXHIBIT “A”

Master Development Agreement for Sun Sage Terrace

WHEN RECORDED, RETURN TO:

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

**GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
SUN SAGE PHASES 3-6 SUBDIVISION**

THIS MASTER DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered as of the ____ day of _____, 202_, by and between Grantsville City, a municipal corporation of the State of Utah (“**City**”) and Flyway Holdings, LLC, a Nevada limited liability company (“**Developer**”).

RECITALS

A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1.2, below.

B. Developer owns and is developing the Property as a residential subdivision (see “**Exhibit A**”). Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Final Plat. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

C. Developer acquired portions of the Property subject to the Original Development Agreement and all the terms and conditions thereof (see “**Exhibit B**”).

D. Sun Sage Phases 3-6, the primary subject of this Agreement, are related to and a continuation of the “Hawthorne Estates Subdivision” subject to the Original Development Agreement, which has been renamed.

E. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to Utah Code Ann. § 10-20-508. This Agreement conforms with the intent of the City’s General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following:

TERMS

1. **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:

- 1.1. **Agreement** means this Master Development Agreement including all of its Exhibits and Addenda.
- 1.2. **Applicant** means a person or entity submitting a Development Application.
- 1.3. **Buildout** means the completion of all of the development on the entire Project in accordance with this Agreement.
- 1.4. **City** means Grantsville City, a political subdivision of the State of Utah.
- 1.5. **City's Future Laws** means 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 and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.
- 1.6. **Council** means the elected City Council of the City.
- 1.7. **Default** means a breach of this Agreement as specified herein.
- 1.8. **Developer** means Flyway Holdings, LLC, a Nevada limited liability company, and its successors/assignees as permitted by this Agreement.
- 1.9. **Development** means the development of a portion of the Property pursuant to an approved Development Application.
- 1.10. **Development Application** means an application to the City for development of a portion of the Project or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-20-803, and approved by the City, subdividing any portion of the Project.
- 1.12. **GLUDMC** means the Grantsville Land Use and Development Code.
- 1.13. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann., Title 10, Chapter 20.
- 1.14. **Maximum Residential Units** means the development on the Property of Sun Sage Phases 3-6, containing One Hundred and Twenty Eight(128) Residential Dwelling Units.
- 1.15. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.
- 1.16. **Original Development Agreement** means the Grantsville City Master Development Agreement for Hawthorne Estates Subdivision recorded on April 22, 2020, in the office of the Tooele County Recorder as Entry No. 508414. A copy of the Original Development Agreement is attached as "**Exhibit B.**"
- 1.17. **Party/Parties** means, in the singular, Developer or the City; in the plural Developer and the City.
- 1.18. **Preliminary Master Plat** means the final plat for the development of the Project, which has been approved by the City and which is attached as "**Exhibit C.**"
- 1.19. **Project** means the residential subdivision to be constructed on the Property pursuant to this Agreement with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this Agreement.

1.20. **Property** means the real property owned by and to be developed by Developer more fully described in “**Exhibit A.**”

1.21. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application.

1.22. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as attached residences as illustrated on the Final Plat.

1.23. **Zoning** means the R-1-21 zoning of the Property.

2. Development of the Project.

2.1. **Compliance with the Final Plat and this Agreement.** Development of the Project shall be in accordance with LUDMA, GLUDMC, the City’s Future Laws (to the extent they are applicable as specified in this Agreement), the Final Plat and this Agreement.

2.2. **Maximum Residential Units.** At Buildout, Developer shall be entitled to have developed the Maximum Residential Units of the type and in the general location as shown on the Preliminary Master Plat.

2.3. 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. Vested Rights.

3.1. **Vested Rights Granted by Approval of this Agreement.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all rights to develop the Project in fulfillment of this Agreement, LUDMA, GLUDMC, the Zoning of the Property, the Preliminary Master Plat, and any Final Plat except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-20-902.

3.2. **Exceptions.** The vested rights and the restrictions on the applicability of the City’s Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

3.2.1. **Master Developer Agreement.** The City’s Future Laws or other regulations to which the Developer agrees in writing;

3.2.2. **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;

3.2.3. **Codes.** Any of the 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;

3.2.4. 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; or,

3.2.5. 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.

3.2.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. § 11-36a-101 (2011) *et seq.*

3.2.7. 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. § 10-20-902(1)(a)(ii).

4. **Term of Agreement.** Unless earlier terminated as provided for herein, the term of this Agreement shall be until January 31, 2031. If Developer has not been declared to be currently in Default as of January 31, 2031 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2034. This Agreement shall also terminate automatically at Buildout.

5. **Addendum No. 1.** Addendum No. 1 contains the provisions of this Agreement that are specific to the development of the Project. If there is a conflict between this Agreement and Addendum No. 1, then Addendum No. 1 shall control.

6. **Public Infrastructure.**

6.1. **Construction by Developer.** Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to GLUDMC. Such construction shall meet all applicable standards and requirements and must be approved by the City's engineer, which approval may not be unreasonably withheld.

6.2. **Responsibility Before Acceptance.** Developer shall be responsible 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 may any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the Public Infrastructure, or for any persons or property injured by reason of the Public Infrastructure, except to the extent such accident, loss, damage, or injury is caused by the negligence or willful misconduct of the City, its officers, or employees. This division of liability shall remain true until the final acceptance and release has been issued by the City, which shall not be unreasonably withheld, conditioned, or delayed.

6.3. **Warranty.** Developer shall repair any material 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.

6.4. Timing of Completion of Public Infrastructure. In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the required Public Infrastructure shall be completed prior to January 31, 2031. Upon a showing of good and sufficient cause by Developer the City shall, in accordance with the provisions of GLUDMC, extend the time of performance if requested prior to expiration of the completion date.

6.5. Bonding. Prior to recording any final plat, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by GLUDMC, unless otherwise provided by Utah Code Ann. Title 10, Chapter 20, as amended. The Applicant shall provide such bonds or security in a form acceptable to the City or as specified in GLUDMC. Partial releases of any such required security shall be made as work progresses based on GLUDMC.

6.6. City Completion. The Developer agrees that in the event it does not: (a) complete all improvements within the time period specified under paragraph two above, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in Paragraph one above, and (c) pay all claimants for material and labor used in the construction of said improvements, after written notice in the manner provided in Section 8, permitting Developer ninety (90) days to cure, 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 Developer.

7. Upsizing/Reimbursements to Developer.

7.1. Upsizing. The City may not require Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law.

8. Default.

8.1. Notice. If 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 Notice to the other Party.

8.2. Contents of the Notice of Default. The Notice of Default shall:

8.2.1. Specific Claim. Specify the claimed event of Default;

8.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Agreement that is claimed to be in Default; and

8.2.3. Right to Cure. After Notice has been given, the Developer shall have the opportunity to cure any Default within a reasonable time, but under no circumstances shall be required to cure in less than ninety (90) days.

8.3. Remedies. Upon the occurrence of any Default, and after notice and the right to cure

period as required above, then the parties may have the following remedies:

8.3.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

8.3.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

8.3.3. Future Approvals. In the case of a default by Developer, the City has the right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the current and future Phase(s) on which the default occurred.

8.4. **Public Meeting**. Before any remedy in Section 8.3 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.

8.5. **Default of Assignee**. A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

8.6. **Limitation on Recovery for Default**. Except in the event of negligence or willful misconduct of the City, its officers, or employees, Developer may not be entitled to claims for monetary damages as a result of any breach of this Agreement and Developer waives any claims thereto.

9. **Notices**. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

Flyway Holdings, LLC
P.O. Box 780
Grantsville, UT 84029

To the City:

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

10. **Dispute Resolution**. In the event of a dispute regarding the meaning, administration or implementation of this Development Agreement the parties shall meet and confer and attempt to resolve the dispute. If this is unsuccessful the parties shall engage in formal mediation within thirty (30) days of the unsuccessful meeting, or on another date upon which the parties mutually agree. The parties shall mutually agree upon a single mediator and shall bear equally the costs and fees associated with mediation. If the dispute remains unresolved after mediation the Parties may seek relief in the Third District Court for Tooele County, State of Utah.

11. **Incorporation of Recitals and Exhibits**. The Recitals and all Exhibits are hereby incorporated into this Agreement as though fully set forth herein, except that the earlier version of GLUDMC incorporated into the Original Development Agreement is not binding on current or future development applications which will be processed in accordance with this Agreement.

12. **Headings**. The captions used in this Agreement are for convenience only and a not

intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency 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.

14. **Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned in whole or in part, respectively, by Developer with the consent of the City as provided herein.

14.1. **Assignment and Assumption.** Developer represents and warrants that it has been assigned and the assignee hereby assumes all of rights, title, interest, obligations and responsibilities of the “Developer” under this Agreement.

14.2. **Sale of Lots.** Developer’s selling or conveying lots in any approved subdivision shall not be deemed to be an assignment.

14.3. **Related Entity.** Developer’s transfer of all or any part of the Property to any entity “related” to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer’s entry into a joint venture for the development of the Project or Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an assignment. Developer shall give the City Notice of any event specified in this sub-section within twenty (20) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.4. **Process for Assignment.** Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment. The City shall not unreasonably withhold, condition, or delay consent.

14.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer’s rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain jointly and severally liable with assignee(s) to perform all obligations under the terms of this Agreement which are specified to be performed by Developer.

14.6. **Complete Assignment.** Developer may request the written consent of the City of an assignment of Developer’s complete interest in this Agreement. In such cases, the proposed assignee shall have the qualifications and financial responsibility necessary and adequate, as reasonably required by the City, to fulfill all obligations undertaken in this Agreement by Developer. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance, and experience. After review, if the City gives its written consent to the assignment, Developer shall be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

15. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed

a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

16. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

17. **Force Majeure.** 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.

18. **Time is of the Essence.** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

19. **Appointment of Representatives.** 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 representative for the City shall be the Mayor. The initial representative for Developer shall be Larry Jacobson. The Parties may change their designated representatives by 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.

20. **Applicable Law.** This Agreement is entered into in Tooele County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. **Venue.** Any action to enforce this Agreement shall be brought only in the Third District Court, Tooele County in and for the State of Utah.

22. **Entire Agreement.** This Agreement, and all Exhibits thereto, documents referenced herein, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

23. **Mutual Drafting.** 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.

24. **No Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

25. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

26. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land. The data disk of GLUDMC, "Exhibit D," shall not be recorded in the chain of title. A secure copy of Exhibit D shall be filed with the City Recorder and each party shall also have an identical copy.

27. **Priority.** This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.

28. **Boycott.** 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.

29. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. 2020-12 adopted by the City on March 5, 2020.

[signature pages follow]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER
Flyway Holdings, LLC

GRANTSVILLE CITY

By: Larry Jacobson
Its: Manager

By: Neil A. Critchlow,
Its: Mayor

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF TOOELE)

On the ____ day of _____, 20__ personally appeared before me _____ who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the _____ day of _____, 20____, personally appeared before me Larry Jacobson, who being by me duly sworn, did say that he is the Manager of Flyway Holdings, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit A	Legal Description of Property
Exhibit B	Original Development Agreement
Exhibit C	Preliminary Master Plat
Exhibit D	GLUDMC
Exhibit E	Sheet G2 Hawthorn Phase 2
Addendum No. 1	Specific Project Terms

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Exhibit A
Legal Description of Property

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BOUNDARY DESCRIPTION
PHASE 3

A parcel of land, situate in the North Half of Section 35, Township 2 South, Range 6 West, Salt Lake Base and Meridian, said parcel also located in Grantsville City, Tooele County, Utah, more particularly described as follows:

Beginning at a point, said point being South 89°42'29" West 2636.04 feet along the East-West running Quarter Section line from the East Quarter Corner of Section 35, Township 2 South, Range 6 West, Salt Lake Base and Meridian, and running:

thence South 89°42'29" West 374.90 feet along said East-West running Quarter Section line;

thence North 0°17'31" West 33.00 feet;

thence North 12°35'21" East 228.69 feet;

thence Northeasterly 119.63 feet along the arc of a 60.00 feet radius non-tangent curve to the right (center bears North 88°53'14" East and the long chord bears North 56°00'18" East 100.77 feet through a central angle of 114°14'10");

thence along a line non-tangent to said curve North 0°21'32" West, a distance of 169.35 feet;

thence North 89°38'28" East 231.62 feet to the North-South running Quarter Section line;

thence North 0°21'32" West 153.75 feet along said North-South running Quarter Section line;

thence North 59°27'03" East 149.24 feet;

thence North 0°21'34" West 199.95 feet;

thence Northwesterly 23.54 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears South 89°38'26" West and the long chord bears North 45°19'35" West 21.20 feet through a central angle of 89°56'03");

thence along a line non-tangent to said curve, North 0°21'54" West, a distance of 66.00 feet

thence Northeasterly 23.55 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 0°24'02" West and the long chord bears North 44°37'12" East 21.21 feet through a central angle of 89°57'32");

thence along a line non-tangent to said curve, North 89°43'24" East, a distance of 66.00 feet

thence Southeasterly 23.54 feet along the arc of a 15.00 feet radius non-tangent curve to the left (center bears North 89°38'26" East and the long chord bears South 45°19'36" East 21.20 feet through a central angle of 89°56'04");

thence North 89°42'23" East 450.94 feet;

thence North 0°21'50" West 165.23 feet;

thence North 89°42'32" East 287.08 feet to the Westerly line of Sun Sage Terrace Subdivision Phase 2 having Entry No. 577074 in the Office of the Tooele County Recorder;

thence South 49°56'58" West 65.47 feet along said Westerly line to the Northerly line of said Sun Sage Terrace Phase 2;

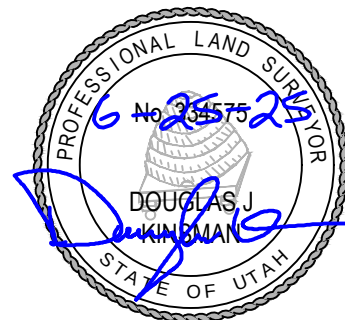
thence South 89°38'13" West 37.98 feet along said Northerly line to said Westerly line;

thence South 0°17'38" East 123.30 feet along said Westerly line;

thence South 10°55'01" West 67.27 feet along said Westerly line;

thence South 0°21'34" East 175.50 feet along said Westerly line to said Northerly line;
thence South 89°42'23" West 124.19 feet along said Northerly line to said Westerly line;
thence South 31°19'17" East 132.53 feet along said Westerly line;
thence South 0°08'45" West 219.96 feet along said Westerly line to said Northerly line;
thence South 89°35'00" West 174.15 feet along said Northerly line;
thence South 88°46'21" West 66.01 feet along said Northerly line;
thence South 89°41'53" West 173.15 feet along said Northerly line to said Westerly line;
thence South 0°21'34" East 124.99 feet along said Westerly line to said Northerly line;
thence South 89°41'53" West 165.02 feet along said Westerly line;
thence Northwesterly 23.55 feet along said Westerly line along the arc of a 15.00 feet
radius tangent curve to the right (center bears North 0°18'07" West and the long chord bears
North 45°19'50" West 21.20 feet through a central angle of 89°56'33") to said Northerly line;
thence along said Northerly line along a line non-tangent to said curve, South 89°38'26"
West, a distance of 33.00 feet to said Westerly line;
thence North 0°21'34" West 0.09 feet along said Westerly line to said Northerly line;
thence South 89°38'26" West 33.00 feet along said Northerly line;
thence Southwesterly 23.58 feet along said Northerly line along the arc of a 15.00 feet
radius non-tangent curve to the right (center bears South 89°42'23" West and the long chord
bears South 44°42'18" West 21.21 feet through a central angle of 89°59'10");
thence continuing along said Northerly line South 89°41'53" West 105.98 feet to said
Westerly line;
thence South 0°21'34" East 289.84 feet along said Westerly line to the East-West
running Quarter Section line and to the Point of Beginning.

Contains 654,547 square feet or 15.03 acres.



**BOUNDARY DESCRIPTION
PHASE 4**

A parcel of land, situate in the North Half of Section 35, Township 2 South, Range 6 West, Salt Lake Base and Meridian, said parcel also located in Grantsville City, Utah, more particularly described as follows:

Beginning at a point on the Quarter Section line, said point being South 89°42'29" West 3010.97 feet along the Quarter Section line from the East Quarter Corner of Section 35, Township 2 South, Range 6 West, Salt Lake Base and Meridian, and running:

thence South 89°42'29" West 1,315.35 feet along the East-West running Quarter Section line;
thence North 0°17'31" West 289.50 feet;
thence South 89°42'29" West 13.80 feet;
thence North 0°17'31" West 180.13 feet;
thence North 89°41'52" East 391.34 feet;
thence North 76°03'24" East 20.58 feet;
thence North 62°24'55" East 234.06 feet;
thence Northwesterly 27.66 feet along the arc of a 167.00 feet radius non-tangent curve to the left (center bears South 53°16'49" West and the long chord bears North 41°27'55" West 27.63 feet through a central angle of 9°29'29");
thence North 43°47'21" East 209.05 feet;
thence North 13°22'11" East 147.26 feet;
thence North 89°43'29" East 254.73 feet;
thence North 0°18'17" West 177.46 feet;
thence North 89°41'52" East 8.54 feet;
thence North 0°18'17" West 248.41 feet;
thence North 89°41'45" East 611.64 feet;
thence South 0°19'14" East 330.51 feet to the northerly subdivision line of Sun Sage Terrace Subdivision Phase 3, filed under Entry No. _____ in the Tooele County Recorder's office;
thence North 89°42'23" East 152.46 feet along said line to westerly subdivision line of said subdivision;
thence South 0°21'54" East 66.00 feet along said westerly subdivision line and along said westerly subdivision line for the following nine (9) calls;
(1) thence Southeasterly 23.54 feet along the arc of a 15.00 feet radius non-tangent curve to the right (center bears South 0°17'38" East and the long chord bears South 45°19'35" East 21.20 feet through a central angle of 89°56'05");
(2) thence along a line non-tangent to said curve, South 0°21'34" East, a distance of 199.95 feet;
(3) thence South 59°27'03" West 149.24 feet;
(4) thence South 0°21'32" East 153.75 feet;
(5) thence South 89°38'28" West 231.62 feet;
(6) thence South 0°21'32" East 169.35 feet;
(7) thence Southwesterly 119.63 feet along the arc of a 60.00 feet radius non-tangent curve to the left (center bears South 23°07'23" West and the long chord bears South 56°00'18" West 100.77 feet through a central angle of 114°14'10");
(8) thence along a line non-tangent to said curve, South 12°35'21" West, a distance of 228.69 feet;
(9) thence South 0°17'28" East 33.00 feet to the East-West running Quarter Section line and to the Point of Beginning.

Contains 1,395,594 square feet or 32.04 acres.



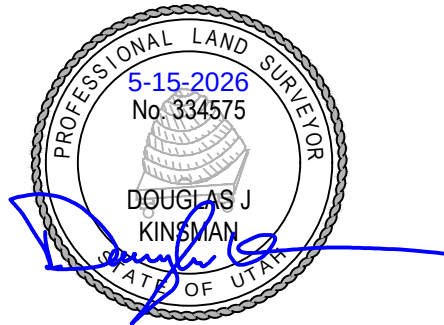
**BOUNDARY DESCRIPTION
PHASE 5**

A parcel of land, situate in the North Half of Section 35, Township 2 South, Range 6 West, Salt Lake Base and Meridian, said parcel also located in Grantsville City, Utah, more particularly described as follows:

Beginning at a point on the Section line said point being North 0°20'26" West 469.46 feet along the Section line from the West Quarter Corner of Section 35, Township 2 South, Range 6 West, and running:

thence North 0°20'26" West 851.86 feet along said Section line;
thence North 89°41'45" East 1,993.92 feet;
thence South 0°18'17" East 248.41 feet;
thence South 89°41'52" West 8.54 feet;
thence South 0°18'17" East 177.46 feet;
thence South 89°41'31" West 634.42 feet;
thence South 89°44'41" West 1043.13 feet;
thence South 0°18'08" East 180.85 feet;
thence South 89°41'52" West 1.52 feet;
thence South 0°18'08" East 246.00 feet;
thence South 89°41'52" West 305.77 feet to said Section line and the Point of Beginning.

Contains 977,222 square feet or 22.43 acres.



**BOUNDARY DESCRIPTION
PHASE 6**

A parcel of land, situate in the North Half of Section 35, Township 2 South, Range 6 West, Salt Lake Base and Meridian, said parcel also located in Grantsville City, Utah, more particularly described as follows:

Beginning at the West Quarter Corner of Section 35, Township 2 South, Range 6 West, and running:

thence North $0^{\circ}20'26''$ West 469.46 feet along North-South running Section line to existing subdivision being Sun Sage Terrace Phase 5 filed under Entry No. _____ in the Tooele County Recorder's Office;

thence North $89^{\circ}41'52''$ East 305.77 feet along said subdivision and along said subdivision for the following four (4) calls;

- (1) thence North $0^{\circ}18'08''$ West 246.00 feet;
- (2) thence North $89^{\circ}41'52''$ East 1.52 feet;
- (3) thence North $0^{\circ}18'08''$ West 180.85 feet;
- (4) thence North $89^{\circ}43'29''$ East 1422.82 feet;

thence South $13^{\circ}22'11''$ West 147.26 feet to and existing subdivision, being Sun Sage Terrace Phase 4, filed under Entry No. _____ in the Tooele County Recorder's Office;

thence South $43^{\circ}47'21''$ West 209.05 feet along said subdivision, and along said subdivision for the following eight (8) calls;

- (1) thence Southeasterly 27.66 feet along the arc of a 167.00 feet radius non-tangent curve to the left (center bears South $43^{\circ}47'21''$ West and the long chord bears South $41^{\circ}27'55''$ East 27.63 feet through a central angle of $9^{\circ}29'29''$);
- (2) thence South $62^{\circ}24'55''$ West 234.06 feet;
- (3) thence South $76^{\circ}03'24''$ West 20.58 feet;
- (4) thence South $89^{\circ}41'52''$ West 391.34 feet;
- (5) thence South $0^{\circ}17'31''$ East 180.13 feet;
- (6) thence North $89^{\circ}42'29''$ East 13.80 feet;
- (7) thence South $0^{\circ}17'31''$ East 289.50 feet to the East-West running Quarter Section line;
- (8) thence South $89^{\circ}42'29''$ West 962.06 feet along said line to the North-South running Section line and to the Point of Beginning.

Contains 1,004,219 square feet or 23.05 acres.

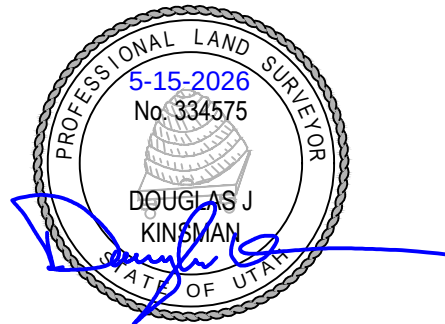


Exhibit B
Original Development Agreement

DRAFT

WHEN RECORDED, RETURN TO:

Brett Coombs, Esq.
Grantsville City Attorney
429 East Main Street
Grantsville City, Utah 84029

GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
HAWTHORNE ESTATES SUBDIVISION

THIS MASTER DEVELOPMENT Agreement (“**Agreement**”) is made and entered as of the 5th day of March, 2020, by and between Grantsville City, a municipal corporation of the State of Utah (“**City**”) and Parkview Ventures, LLC a Utah limited liability company (“**Developer**”).

RECITALS

A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1.2, below.

B. Developer owns and is developing the Property as a residential subdivision. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Final Plan. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

C. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 (2005) *et seq.* This Agreement conforms with the intent of the City’s General Plan and the Zoning.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following:

TERMS

1. **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:

1.1. **Agreement** means this Master Development Agreement including all of its Exhibits and Addendum No. 1.

1.2. **Applicant** means a person or entity submitting a Development Application.

- 1.3. **Buildout** means the completion of all of the development on the entire Project in accordance with this Agreement.
- 1.4. **City** means Grantsville City, a political subdivision of the State of Utah.
- 1.5. **City's Future Laws** means 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 and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.
- 1.6. **Council** means the elected City Council of the City.
- 1.7. **Default** means a breach of this Agreement as specified herein.
- 1.8. **Developer** means Parkview Ventures, LLC and its successors/assignees as permitted by this Agreement.
- 1.9. **Development** means the development of a portion of the Property pursuant to an approved Development Application.
- 1.10. **Development Application** means an application to the City for development of a portion of the Project or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), and approved by the City, subdividing any portion of the Project.
- 1.12. **GLUDMC** means the Grantsville Land Use and Development Code.
- 1.13. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2005), *et seq.*
- 1.14. **Maximum Residential Units** means the development on the Property of Blue Lakes Subdivision (12) Residential Dwelling Units
- 1.15. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.
- 1.16. **Party/Parties** means, in the singular, Developer or the City; in the plural Developer and the City.
- 1.17. **Final Plan** means the final plan for the development of the Project, which has been approved by the City and which is attached as Exhibit "B."
- 1.18. **Project** means the residential subdivision to be constructed on the Property pursuant to this Agreement with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this Agreement.
- 1.19. **Property** means the real property owned by and to be developed by Developer more fully described in **Exhibit A**.
- 1.20. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application.
- 1.21. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as attached residences as illustrated on the Final Plan.
- 1.22. **Zoning** means the R-1-21 zoning of the Property.

2. Development of the Project.

- 2.1. **Compliance with the Final Plan and this Agreement.** Development of the Project

shall be in accordance with LUDMA, GLUDMC, the City's Future Laws (to the extent they are applicable as specified in this Agreement), the Final Plan and this Agreement.

2.2. Maximum Residential Units. At Buildout, Developer shall be entitled to have developed the Maximum Residential Units of the type and in the general location as shown on the Final Plan.

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants to Developer all rights to develop the Project in fulfillment of this Agreement, LUDMA, GLUDMC, the Zoning of the Property, and the Final Plan except as specifically provided herein. The Parties specifically intend that this Agreement grant to Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2019).

3.2. Exceptions. The vested rights and the restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to the following exceptions:

3.2.1. Master Developer Agreement. The City's Future Laws or other regulations to which the Developer agrees in writing;

3.2.2. 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;

3.2.3. 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;

3.2.4. 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; or,

3.2.5. 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.

3.2.6. 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 (2011) *et seq.*

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards as permitted by Local, State or Federal law.

3.2.8. 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. § 10-9a-509(1)(a)(i) (2019).

4. Term of Agreement. Unless earlier terminated as provided for herein, the term of this

Agreement shall be until January 31, 2025. If Developer has not been declared to be currently in Default as of January 31, 2025 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2030. This Agreement shall also terminate automatically at Buildout.

5. **Addendum No. 1.** Addendum No. 1 contains the provisions of this Agreement that are specific to the development of the Project. If there is a conflict between this Agreement and Addendum No. 1, then Addendum No. 1 shall control.

6. **Public Infrastructure.**

6.1. **Construction by Developer.** Developer, at Developer's cost and expense, shall have the right and the obligation to construct or cause to be constructed and install all Public Infrastructure reasonably and lawfully required as a condition of approval of a Development Application pursuant to GLUDMC. Such construction must meet all applicable standards and requirements and must be approved by the City's engineer.

6.2. **Responsibility Before Acceptance.** Developer shall be responsible 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 shall 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.

6.3. **Warranty.** 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.

6.4. **Timing of Completion of Public Infrastructure.** In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the required Public Infrastructure shall be completed prior to March 5, 2021. Upon a showing of good and sufficient cause by Developer the City shall, in accordance with the provisions of GLUDMC, extend the time of performance if requested prior to expiration of the completion date.

6.5. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent required by GLUDMC, unless otherwise provided by Utah Code § 10-9a-101, *et seq.* (2005), as amended. The Applicant shall provide such bonds or security in a form acceptable to the City or as specified in GLUDMC. Partial releases of any such required security shall be made as work progresses based on GLUDMC.

6.6. **City Completion.** The Developer agrees that in the event he does not: (a) complete all improvements within the time period specified under paragraph two above, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in Paragraph one 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 shall 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.

7. Upsizing/Reimbursements to Developer.

7.1. Upsizing. The City shall not require Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law.

8. Default.

8.1. Notice. If 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 Notice to the other Party.

8.2. Contents of the Notice of Default. The Notice of Default shall:

8.2.1. Specific Claim. Specify the claimed event of Default;

8.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default; and

8.2.3. Optional Cure. 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.

8.3. Remedies. Upon the occurrence of any Default, and after notice as required above, then the parties may have the following remedies:

8.3.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

8.3.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

8.3.3. 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.

8.4. Public Meeting. Before any remedy in Section 8.3 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.

8.5. Default of Assignee. A default of any obligations expressly assumed by an assignee shall not be deemed a default of Developer.

8.6. Limitation on Recovery for Default – No Damages against the City. Anything in this Agreement notwithstanding Developer shall not be entitled to any claim for any monetary damages as a result of any breach of this Agreement and Developer waives any claims thereto. The sole remedy available to Developer and any assignee shall be that of specific performance.

9. Notices. All notices required or permitted under this Agreement shall, in addition to any

other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

Parkview Ventures LLC
3135 South Richmond St.
Salt Lake City, UT 84106

To the City:

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

10. **Dispute Resolution.** Any disputes subject to mediation or arbitration shall be resolved pursuant to Addendum No. 2.

11. **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits “A” - “B” are hereby incorporated into this Agreement.

12. **Headings.** The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

13. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership or agency 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.

14. **Assignability.** The rights and responsibilities of Master Developer under this Agreement may be assigned in whole or in part, respectively, by Developer with the consent of the City as provided herein.

14.1. **Sale of Lots.** Developer’s selling or conveying lots in any approved subdivision shall not be deemed to be an assignment.

14.2. **Related Entity.** Developer’s transfer of all or any part of the Property to any entity “related” to Developer (as defined by regulations of the Internal Revenue Service in Section 165), Developer’s entry into a joint venture for the development of the Project or Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an assignment. Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.3. **Process for Assignment.** Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment. The City shall not unreasonably withhold consent.

14.4. Partial Assignment. If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain jointly and severally liable with assignee(s) to perform all obligations under the terms of this Agreement which are specified to be performed by Developer.

14.5. Complete Assignment. Developer may request the written consent of the City of an assignment of Developer's complete interest in this Agreement. In such cases, the proposed assignee shall have the qualifications and financial responsibility necessary and adequate, as required by the City, to fulfill all obligations undertaken in this Agreement by Developer. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the City gives its written consent to the assignment, Developer shall be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

15. No Waiver. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

16. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

17. Force Majeure. 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.

18. Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

19. Appointment of Representatives. 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 representative for the City shall be the Mayor. The initial representative for Developer shall be Paul Linford. The Parties may change their designated representatives by 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.

20. Applicable Law. This Agreement is entered into in Tooele County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

21. Venue. Any action to enforce this Agreement shall be brought only in the Third District Court for the State of Utah.

22. Entire Agreement. This Agreement, and all Exhibits thereto, documents referenced

herein, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

23. **Mutual Drafting.** 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.

24. **No Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

25. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

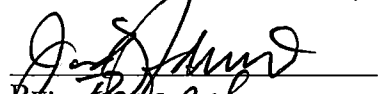
26. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land. The data disk of GLUDMC, **Exhibit C**, shall not be recorded in the chain of title. A secure copy of **Exhibit C** shall be filed with the City Recorder and each party shall also have an identical copy.

27. **Priority.** This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.

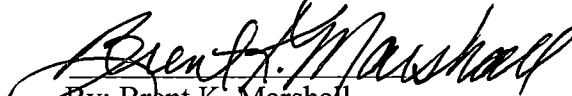
28. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. 2020-12 adopted by the City on March 18, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER
PARKVIEW VENTURES, LLC


By: J. L. Fredrick
Its: J. L. Fredrick

GRANTSVILLE CITY


By: Brent K. Marshall,
Its: Mayor

Approved as to form and legality:


City Attorney

Attest:


Christine Webb
City Recorder



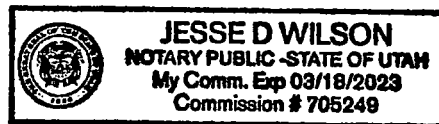
CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
 COUNTY OF TOOELE)

On the 20 day of March, 2021 personally appeared before me Brent Marshall who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

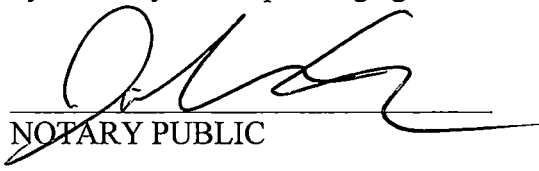

 NOTARY PUBLIC

My Commission Expires: 3/18/2023
 Residing at: Grantsville

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH)
 :SS.
 COUNTY OF Tooe)

On the 8TH day of APRIL, 2020, personally appeared before me JARED FREDRICK who being by me duly sworn, did say that he/she is the Manager of PARKVIEW VENTURES, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.


 NOTARY PUBLIC

My Commission Expires: FEB 09, 2022
 Residing at: 3135 S RICHMOND ST, SLC, UT

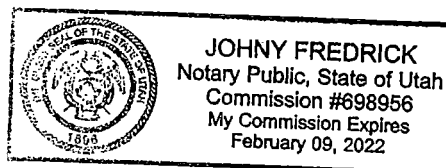


TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Final Plat
Exhibit "C"	GLUDMC
Addendum No. 1	Specific Project Terms
Addendum No. 2	Dispute Resolution Procedures

Exhibit A

Hawthorn Estates Subdivision Legal Description

PARCEL 1:

TAX PARCEL NO. 01-065-0-0045

A PARCEL OF LAND LYING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, GRANTSVILLE CITY, TOOELE COUNTY, UTAH. COMPRISING A 9.41 ACRE PORTION OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 451002 OF THE TOOELE COUNTY RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 01°00'14" WEST 2,643.88 FEET (MEASURED) BETWEEN THE TOOELE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TOOELE COUNTY BRASS CAP MONUMENT MONUMENTALIZING THE EAST QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 01°00'14" WEST 1,151.40 FEET COINCIDENT WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35; THENCE SOUTH 88°59'46" WEST 891.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE THE FOLLOWING THREE (3) COURSES COINCIDENT WITH THE WEST BOUNDARY OF LITTLE RENO ESTATES, PHASE 1, 1) SOUTH 00°38'32" EAST 442.66 FEET; 2) NORTH 89°21'28" EAST 256.00 FEET; 3) SOUTH 00°38'32" EAST 322.50 FEET; THENCE DEPARTING SAID SUBDIVISION SOUTH 89°21'28" WEST 100.00 FEET; THENCE NORTH 88°19'10" WEST 66.05 FEET; THENCE SOUTH 89°04'55" WEST 100.00 FEET; THENCE NORTH 00°38'32" WEST 32.54 FEET; THENCE NORTH 66°51'11" WEST 99.99 FEET; THENCE SOUTH 87°52'48" WEST 86.32 FEET; THENCE SOUTH 35°22'00" WEST 20.90 FEET; THENCE SOUTH 89°21'34" WEST 67.71 FEET; THENCE NORTH 00°38'29" WEST 80.00 FEET; THENCE SOUTH 89°21'31" WEST 115.84 FEET; THENCE SOUTH 86°32'10" WEST 66.06 FEET; THENCE SOUTH 89°00'19" WEST 100.00 FEET; THENCE NORTH 00°59'41" WEST 240.00 FEET; THENCE SOUTH 89°00'19" WEST 31.75 FEET; THENCE NORTH 00°59'41" WEST 231.83 FEET; THENCE NORTH 89°04'49" EAST 324.33 FEET; THENCE NORTH 02°39'03" EAST 160.15 FEET; THENCE NORTH 89°21'28" EAST 250.37 FEET TO THE POINT OF BEGINNING. OUT OF 1-65-1 FOR 2020 YEAR. 9.41 AC

PARCEL 2:

TAX PARCEL NO. 01-065-0-0046

A PARCEL OF LAND LYING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, GRANTSVILLE CITY, TOOELE COUNTY, UTAH. COMPRISING A 5.02 ACRE PORTION OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN THAT

CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 451002 OF THE TOOELE COUNTY RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 01°00'14" WEST 2,643.88 FEET (MEASURED) BETWEEN THE TOOELE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TOOELE COUNTY BRASS MAP MONUMENT MONUMENTALIZING THE EAST QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 89°04'55" WEST 202.59 FEET COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING COINCIDENT WITH SAID QUARTER SECTION LINE SOUTH 89°04'55" WEST 843.30 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00°55'05" WEST 33.00 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 33°59'49" WEST 106.01 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 13°01'10" WEST 81.90 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 24°13'55" WEST 87.30 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 00°38'24" WEST 80.00 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 35°22'00" EAST 119.80 FEET TO THE SOUTHEAST CORNER OF LOT 115, HAWTHORN ESTATES PHASE 1 AND A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE THE FOLLOWING SIX (6) COURSES COINCIDENT WITH THE SOUTH BOUNDARY OF SAID HAWTHORN ESTATES PHASE 1, 1) NORTH 87°52'48" EAST 86.32 FEET; 2) SOUTH 66°51'11" EAST 99.99 FEET; 3) SOUTH 00°38'32" EAST 32.54 FEET; 4) NORTH 89°04'55" EAST 100.00 FEET; 5) SOUTH 88°19'10" EAST 66.05 FEET; 6) NORTH 89°21'28" EAST 100.00 FEET TO THE SOUTHEAST CORNER OF LOT 111 OF SAID HAWTHORN ESTATES AND A POINT ON THE WEST BOUNDARY OF LITTLE RENO ESTATES SUBDIVISION, PHASE 1; THENCE THE FOLLOWING TWO (2) COURSES COINCIDENT WITH SAID WEST BOUNDARY 1) SOUTH 00°38'32" EAST 330.74 FEET TO THE SOUTHWEST CORNER OF LOT 32 OF SAID PHASE 1; 2) NORTH 89°04'52" EAST 440.01 FEET; THENCE DEPARTING SAID PHASE 1 BOUNDARY SOUTH 00°38'32" EAST 52.94 FEET TO THE POINT OF BEGINNING. OUT OF 1-65-1 FOR 2020 YEAR. 5.02 AC

PARCEL 3:

TAX PARCEL NO. 01-065-0-0047

A PARCEL OF LAND LYING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, GRANTSVILLE CITY, TOOELE COUNTY, UTAH. COMPRISING A 3.53 ACRE PORTION OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY NO. 451002 OF THE TOOELE COUNTY RECORDS. BASIS OF BEARING OF SUBJECT PARCEL BEING NORTH 01°00'14" WEST 2,643.88 FEET (MEASURED) BETWEEN THE TOOELE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE EAST LINE OF THE NORTHEAST

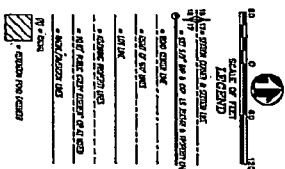
QUARTER OF SAID SECTION 35. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE TOOELE COUNTY BRASS CAP MONUMENT MONUMENTALIZING THE EAST QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 89°04'55" WEST 1,045.88 FEET COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 35 TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING COINCIDENT WITH SAID QUARTER SECTION LINE SOUTH 89°04'55" WEST 328.04 FEET; THENCE DEPARTING SAID SECTION LINE NORTH 00°55'05" WEST 119.71 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 25°55'17" WEST 88.22 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 20°03'09" WEST 84.64 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 05°35'34" WEST 80.26 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 00°59'41" WEST 160.00 FEET TO THE SOUTHWEST CORNER OF LOT 117, HAWTHORN ESTATES PHASE 1 AND A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE THE FOLLOWING FOUR (4) COURSES COINCIDENT WITH THE SOUTH BOUNDARY OF SAID HAWTHORN ESTATES PHASE 1, 1) NORTH 89°00'19" EAST 100.00 FEET; 2) NORTH 86°32'10" EAST 66.06 FEET; 3) NORTH 89°21'31" EAST 115.84 FEET; 4) SOUTH 00°38'29" EAST 80.00 FEET; 5) NORTH 89°21'34" EAST 67.71 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 130 HAWTHORN ESTATES, PHASE 2; THENCE THE FOLLOWING SIX (6) COURSES COINCIDENT WITH SAID WEST BOUNDARY LINE, 1) SOUTH 35°22'00" WEST 98.90 FEET; 2) SOUTH 00°38'24" EAST 80.00 FEET; 3) SOUTH 24°13'55" EAST 87.30 FEET; 4) SOUTH 13°01'10" EAST 81.90 FEET; 5) SOUTH 33°59'49" EAST 106.01 FEET; 6) SOUTH 00°55'05" EAST 33.00 FEET TO THE POINT OF BEGINNING. OUT OF 1-65-1 FOR 2020 YEAR. 3.53 AC

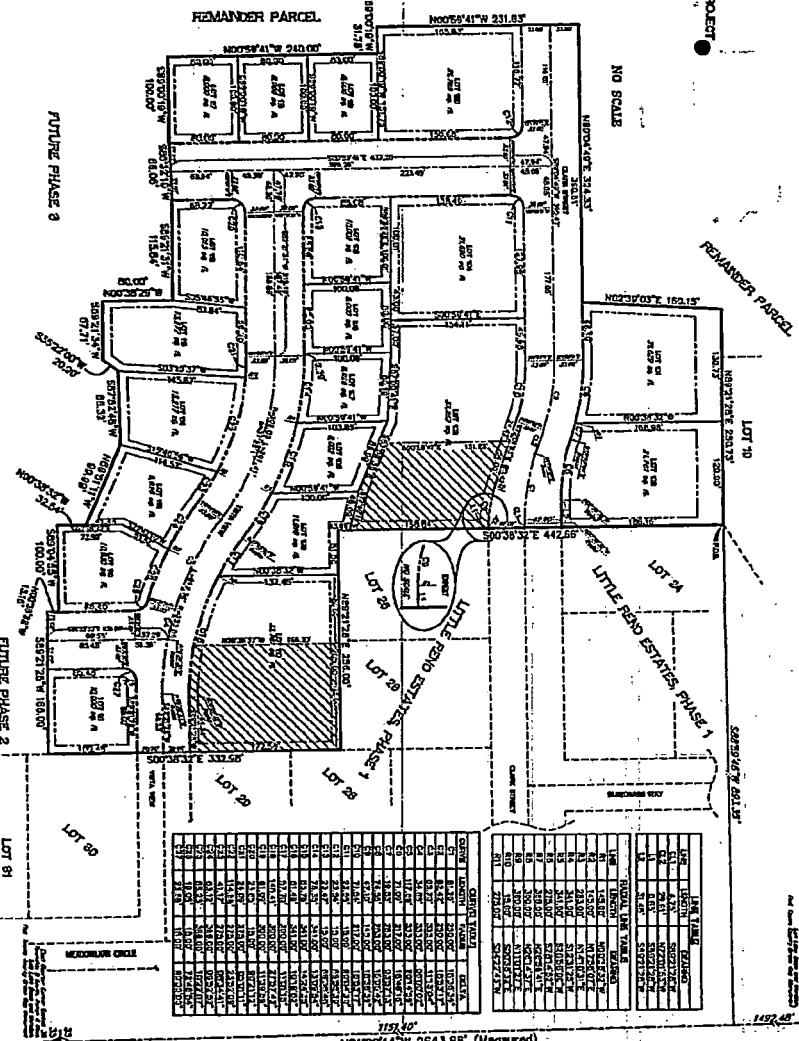
Exhibit "B"
Final Plat

A Subdividing Lying and Situate in the Northeast Quarter of Section 3, Township 2 South, Range 6 West, Soil Lake Base and Meridian.

VICTIM NAME



ROCKY MOUNTAIN POWER NOTES

[illegible]

LINE		LINE TABLE	
LINE	LENGTH	LINE	LENGTH
51	4.27	50232.07	5.7
52	2.61	50232.08	5.7
53	0.63	50232.09	5.7
54	0.63	50232.10	5.7
55	0.63	50232.11	5.7
56	0.63	50232.12	5.7
57	0.63	50232.13	5.7
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121	0.63	50232.77	5.7
122	0.63	50232.78	5.7
123	0.63	50232.79	5.7
124	0.63	50232.80	5.7
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126	0.63	50232.82	5.7
127	0.63	50232.83	5.7
128	0.63	50232.84	5.7
129	0.63	50232.85	5.7
130	0.63	50232.86	5.7
131	0.63	50232.87	5.7
132	0.63	50232.88	5.7
133	0.63	50232.89	5.7

[illegible]

1157.40'
N01°00'14"W 2643.88' (Measured)
BASE OF BEARING

DEPARTMENTAL
The following have been appointed to the various departments of the Government of the District of Columbia, and will be sworn in on Monday, September 15, 1914.
The following have been appointed to the various departments of the Government of the District of Columbia, and will be sworn in on Monday, September 15, 1914.
The following have been appointed to the various departments of the Government of the District of Columbia, and will be sworn in on Monday, September 15, 1914.

OWNERS' DEDICATION
Screened and rated by Unrated presents

Signed this _____ day of _____, 2022.

By _____ His Manager

**CORPORATE
ACKNOWLEDGMENT**
STATE OF UTAH
COUNTY OF TOOLE
} S.S.

On the _____ day of _____, 1920, personally appeared before me, the undersigned _____, in and for said County of _____, said State of Utah, the signer of the above Omer's Declaration, One in number, who duly acknowledged to me that he _____ is the _____ and that he signed it _____, and that he signed it freely and voluntarily and for the use and purpose therein mentioned.

Notary Public Expires	By Commissioner

**HAWTHORN ESTATES PHASE 1,
SUBDIVISION
GRANTSVILLE CITY, TOOELE COUNTY, UTAH**
A Subdiv. Map being and known as the Hawthorn Estates and Tract 11,
Township 3 North, Range 6 East, 14th East Base and Meridian,
FINAL PLAT

Boundary Consultants
Professional Land Surveyors
6324 West 2423 North
Hooper, Utah 84315
(801) 702-1569
eave@boundaryconsultants.biz

COUNTY SUPERVISOR
APPROVED THIS _____ DAY OF _____
A.D. 2020.
RECORD OF SURVEY FILE # _____
TOOILE COUNTY SUPERVISOR

GRANTVILLE CITY ENGINEER

I HEREBY CERTIFY THAT THE OFFICE HAS EXAMINED THIS PLAN AND IT IS CORRECT ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.

GRANTVILLE CITY ENGINEER

APPROVED FOR A.D. 2020 BY DAY
THE GRANVILLE CITY FIRE DEPARTMENT.
GRANVILLE CITY FIRE DEPT

PLANNING COMMISSION APPROVAL

GRANTSMILE PUBLIC WORKS
APPROVED THE _____ DAY
A.D. 2023 BY THE GRANTS
PUBLIC WORKS DEPARTMENT.
PUBLIC WORKS DIRECTOR

STATE OF UTAH, COUNTY OF TOOELE, RECORDS AND FEED AT THE
 REQUEST OF _____
 DATE _____ TIME _____ BOOK _____
 PAGE _____ FEE \$ _____

TOOELE COUNTY RECORDER

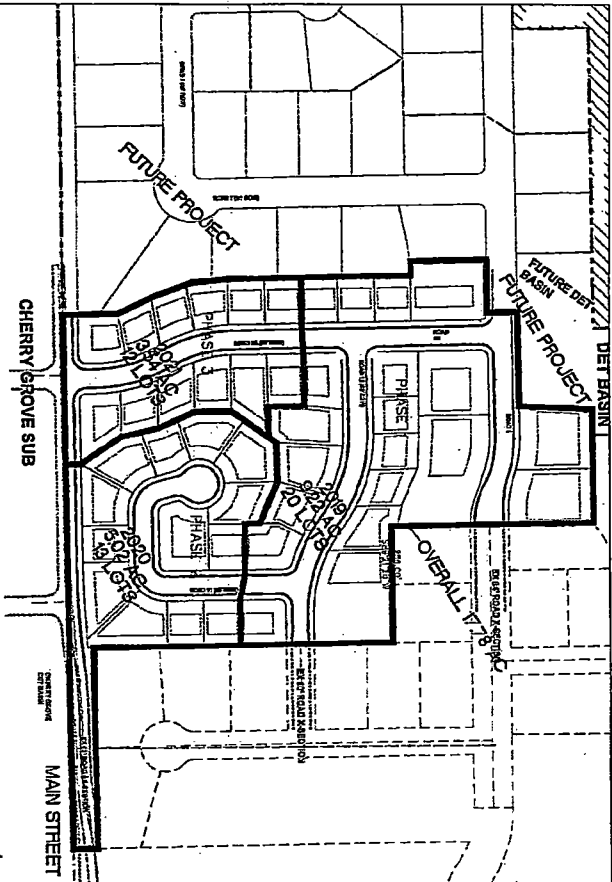
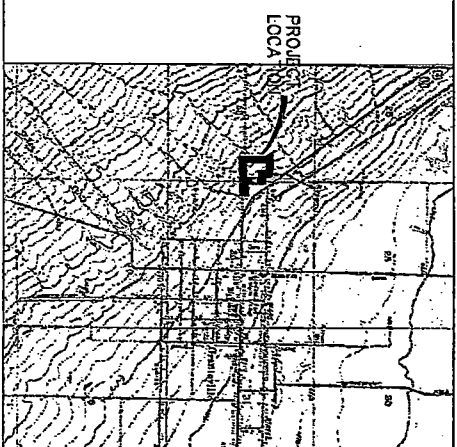
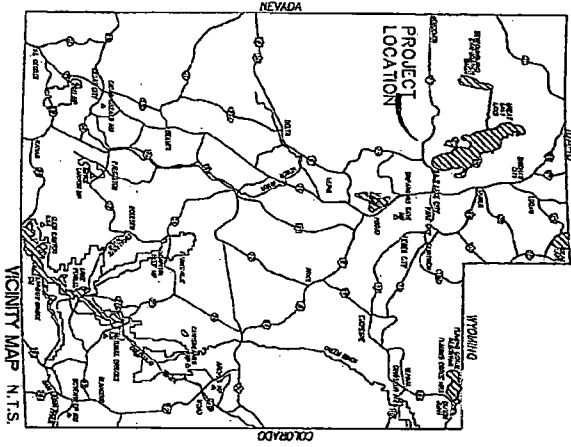
APPROVED
cc
3/18/2023

SITE DEVELOPMENT CONSTRUCTION PLANS HAWTHORN ESTATES

PHASE 1-3

GRANTSVILLE CITY, UTAH

NORTH HALF OF SECTION 35, TOWNSHIP 2 SOUTH
RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN
SINGLE FAMILY RESIDENTIAL
PRELIMINARY



September 19, 2019

TOTAL LOTS=35 OPEN
SPACE=0 AC

REVISIONS	
NO.	DESCRIPTION

INDEX OF SHEETS	
1	TITLE SHEET
1A	PROJECT NOTES
1B	FLAT
2	OVERALL SURVEY
2A	EXISTING CONDITIONS/DEMOLITION PLAN
2B	PHASE 1 SITE PLAN
2C	OVERALL SITE PLAN
2D	OVERALL DRAINAGE MASTER PLAN
3	GRADING AND DRAINAGE PLAN
3A	UTILITY WATER UTILITY PLAN
3B	SEWER UTILITY PLAN
3C	STORM WATER AND IRRIGATION UTILITY PLAN
3D	ROAD 1
3E	ROAD 2
3F	ROAD 3
3G	ROAD 4
3H	ROAD 5
3I	ROAD 6
3J	ROAD 7
3K	ROAD 8
3L	ROAD 9
3M	ROAD 10
3N	ROAD 11
3O	ROAD 12
3P	ROAD 13
3Q	ROAD 14
3R	ROAD 15
3S	ROAD 16
3T	ROAD 17
3U	ROAD 18
3V	ROAD 19
3W	ROAD 20
3X	ROAD 21
3Y	ROAD 22
3Z	ROAD 23
4	STORM WATER POLLUTION PREVENTION PLAN
4A	EROSION CONTROL DETAILS
4B	SHEET DETAILS
4C	SEWER DETAIL DETAILS
4D	UTILITY WATER DETAILS
4E	STORM WATER DETAILS
4F	UTILITY DETAILS

PRELIMINARY CONSTRUCTION

GATEWAY CONSULTING, INC.
1000 S. 1000 E. SUITE 100
GRANTSVILLE, UT 84030
(801) 401-1000
www.gatewayconsulting.com

DATE: 9/19/2019
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 9/19/2019

APPROVED
9/19/2019

ADDENDUM NO.1

TERMS

1. **Definitions.** The capitalized terms used in this Addendum No. 1 shall have the meanings set forth in the MDA unless otherwise specified herein.
2. **Modifications to GLUDMA and Other City Standards.** The City has agreed to the following exceptions to the GLUDMA and Grantsville City Construction Standards and Specifications:
 - a. The Development complies with GLUDMA and other City Standards.
3. **Offsite Improvements:**
 - a. Street Improvements: The development of the first 45 lots of the Hawthorne Estates Subdivision (17.78 acres) includes the improvement of the north half width of West Main Street fronting the subdivision and extending 440 feet to the east along the south boundary of Little Reno Estates. The traffic study for the complete 184-acre parcel (243 lots) includes requirements for offsite improvement of the intersections at Clark Street and SR-138 and West Main Street and SR-138. The half width offsite improvements of West Main Street for 440 feet along Little Reno Estates are accepted as the Developers contribution to the overall offsite improvements required with the development of the full 184 acres.
4. **Open Space:**
 - a. The Developer shall provide Grantsville City a fee-in-lieu for the raw ground (undeveloped) value of 1.78 acres also described as 10% of the total parcel acreage at a value of \$315,000. The funds shall be deposited with Grantsville City at an equivalent of \$700 per lot per phase (\$31,500 divided by 45 lots) prior to recording of each phase.
 - b. Grantsville City shall utilize the fee in lieu open space funds provided by the Developer for procurement and/or improvement of open space, parks, and/or trails within ½ mile of the proposed development.
5. **Construction Coordination:**
 - a. The Developer shall provide the City 48 hours' notice to coordinate with the City prior to working on or around existing City water and sewer infrastructure.
 - b. All connections to City water and sewer infrastructure shall be inspected by the City prior to back-filling.
 - c. The Developer shall request inspections at least 48 hours prior to the day the Contractor desires the inspection to occur.
 - d. The Developer shall request disinfection testing at least 48 hours prior to the day the Contractor desires the testing to occur.

Addendum No. 2
(Dispute Resolution)

1. Meet and Confer. The City and Developer/Applicant shall meet within fifteen (15) business days of any dispute under this Agreement to resolve the dispute.

2. Mediation.

2.1. Disputes Subject to Mediation. Disputes that are not subject to arbitration provided in Section 3 shall be mediated.

2.2. Mediation Process. If the City and Developer/Applicant are unable to resolve a disagreement subject to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the Parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Developer/Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days from selection, or such other time as is reasonable under the circumstances, review the positions of the Parties regarding the mediation issue and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach an agreement, the Parties shall request that the mediator notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

Exhibit C
Preliminary Master Plat

DRAFT



AREA TABLE			
COLOR	DESCRIPTION	AREA (sq. ft.)	AREA (acres)
	RESIDENTIAL LOTS (125)	2,825,624 sq. ft.	64.87 acres
	OPEN SPACE	340,787 sq. ft.	7.82 acres
	ROAD DEDICATION	865,818 sq. ft.	19.88 acres
	TOTAL	4,032,229 sq. ft.	92.57 acres

PHASE 3 = 21 LOTSS
PHASE 4 = 36 LOTSS
PHASE 5 = 38 LOTSS
PHASE 6 = 33 LOTSS

TOTAL = 128 LOTS

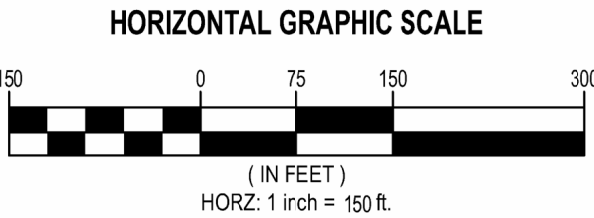
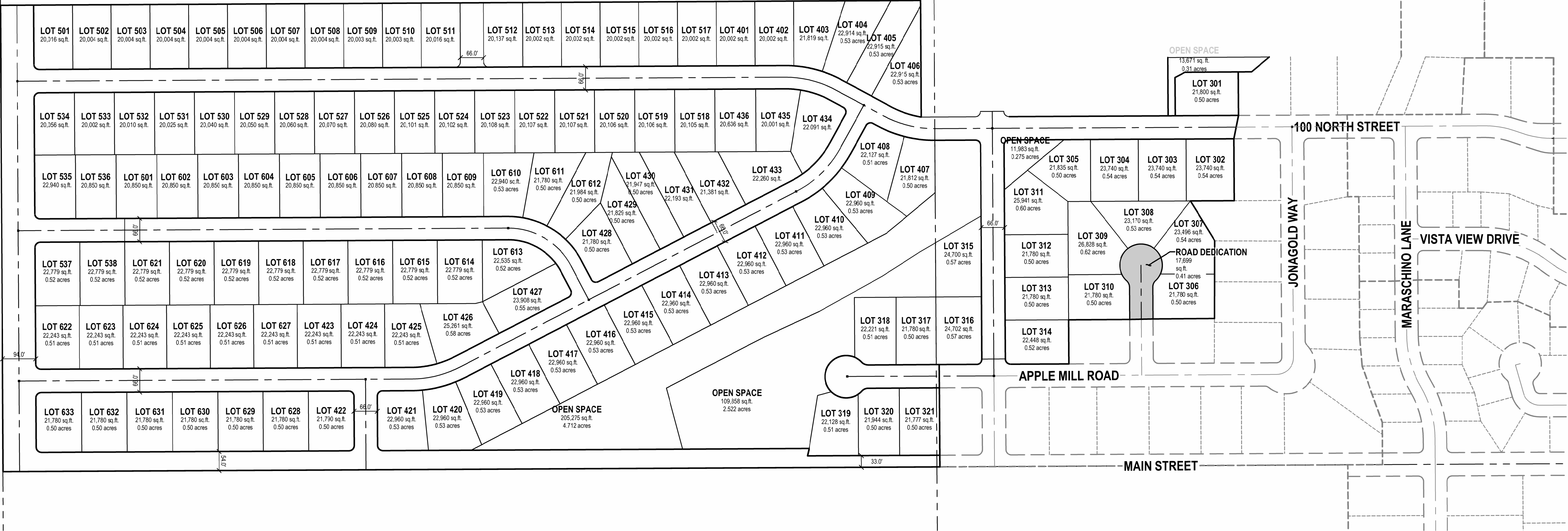


Exhibit D
GLUMDC

DRAFT

Chapter 15 Residential And Multiple Residential Districts

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

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

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

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

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

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

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

Amended 09/18 by Ordinance 2018-16

15.1 Residential District R-1-21

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

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

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

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

Minimum Yard Setback Requirements:

Front Yard30 feet.

Rear Yard30 feet

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

Side Yard (Amended 4/98)4 feet*

Rear Yard for Accessory Buildings1 foot*

On corner lots, 2 front yards and 2 side yards are required

*Setback shall be as listed or match the easement width, whichever is greater

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

Maximum Building Coverage20%

Required Improvements:

Street grading

Street base

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

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

15.7 Codes And Symbols And Use Table 15.1

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

Table 15.1 Use Regulations

C

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

Family Food Production and the Raising of Horses. The first large animal (fully grown) shall have 10,000 sq ft of open area, each additional large animal shall have an additional 2,000 sq ft of open area. Each medium sized animal (fully grown) shall have 1,000 sq ft of open area ach small sized animal (fully grown) shall have 100 sq ft of open areaThe area of stables, barns and pens accessible to regulate animals may count towards the open area requirements. No animal shall be kept, corralled, penned, or raised within 100' from any pre-existing residential dwelling located on an adjoining lot. measured at the nearest corner There is no setback requirement from neighboring residential dwellings if a C.U.P. has been issued prior to the start of construction of a residential dwelling on an adjoining lot.	-	C	C	C	-
Class "A" Kennel (4-15 animals only). No animal shall be kept, penned, or raised within 100' from any pre-existing residential dwelling located on an lot measured at residence the nearest corner. Each animal shall have a minimum area of 1,000 sq. ft. and must have 4,000 sq ft for each additional animal over 5.	-	C	C	C	-
Sportsman's Permit for 4-6 dogs. No dog shall be kept, penned, or raised within 100' from any pre-existing residential dwelling located on an adjoining lot measured at the nearest corner. Each animal shall have a minimum area of 1,000 sq. ft..	-	C	C	C	C
Raising of Rabbits, Ducks, Chickens (hens only), or Turkeys with not more than six (6) such animals in any combination, provided that appropriate cages, pens, coops, houses, etc. shall be provided for when these animals are kept outdoors. (Amended 04/11, 02/13)	P	P	P	P	P
<u>RESIDENTIAL</u>	R-1-8	R-1-12	R-1-21	RM-7	RM-15
Single-Family Dwellings Detached	P	P	P	P	P
Single-Family Attached Dwellings	P	P	P	P	P
Two-Family Dwelling (Amended 5/97)	-	C	C	P	P
Twin Home Dwellings (Amended 5/97)	-	C	C	C	C

Multiple Family Dwellings	-	-	-	C	C
Congregate Care Facility	-	-	C	C	C
Nursing Care Facility	C	C	C	C	C
Group Home, Small	C	C	C	C	C
Group Home, Large	C	C	C	C C	
Transitional Treatment Home, Small	C	C	C	C	C
Mobile Home Parks	-	-	-	C	C
Mobile Home Subdivisions	C	C	C	C	C
Residential facilities for handicapped or elderly	P	P	P	P	P
HOME OCCUPATION	C	C	C	C	C
Household pets, other than Sportsman Permit	P	P	P	P	P
<u>INSTITUTIONAL</u>	R-1-8	R-1-12	R-1-21	RM-7	RM-15
Adult Day Care Center	-	-	C	C	P
Child Day Care Center (in a home, no more than 12 children at any one time with 1 provider and up to 16 with 2 providers, including those residing in the home with no more than 2 children under the age of two)	C	C	C	C	C
Commercial Day Care Center (not in a home) no more than 20 children at any one time	-	C	C	-	P
Child Day Care Facility (a commercial operation, not in a home, no more than 100 children at any one time)	-	-	C	-	P
Hospital	-	-	-	-	C
Medical or dental clinic	-	C	C	-	C
Places of Worship	C	C	C	C	C
Preschool (in a home, no more than 10 children from the ages of 4 to 6 years in age, including those residing in the home, with a maximum length of four hours for those who do not reside there)	C	C	C	C	C
Preschool (a commercial operation, not in a home, no more than 20 children from the ages of 4 to 6 years in age, at any one time, for a period not to exceed four hours)	-	-	C	-	C

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

Correctional Facility, Detention Center, Jail, Penitentiary, Prison, Penal Institution (250 or more beds)	-	-	-	-	-
---	---	---	---	---	---

Amended 08/02 by Ord. 2002-15, 10/02 by Ord. 2002-20, 02/09 by Ord. 2008-43, 02/11 by Ord. 2010-27, 04/11 by Ord. 2011-14, 08/11 by Ord. 2011-26, 09/11 by Ord. 2011-30, 09/11 by Ord. 2011-31, 09/12 by Ord. 2012-16, 03/15 by Ord. 2015-05

HISTORY

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

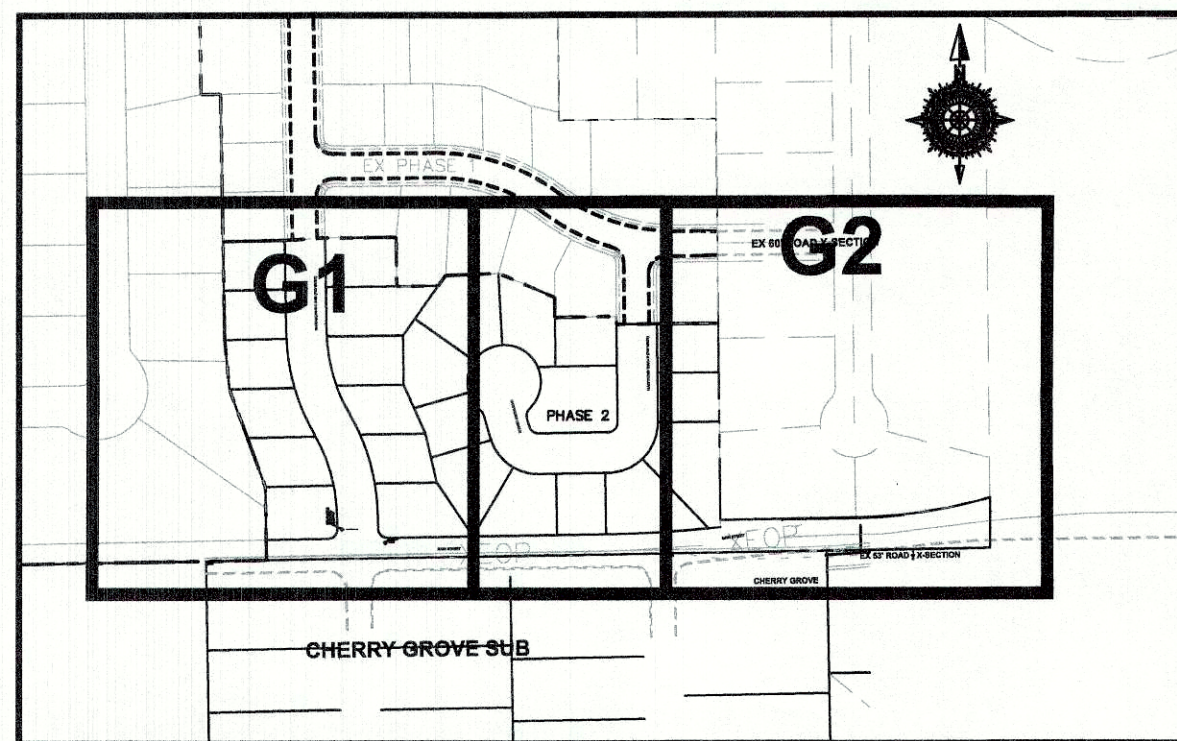
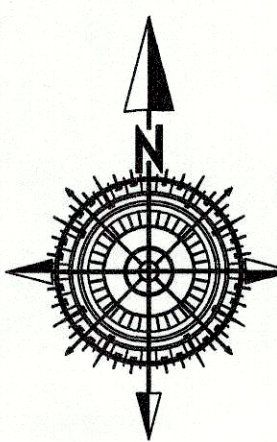
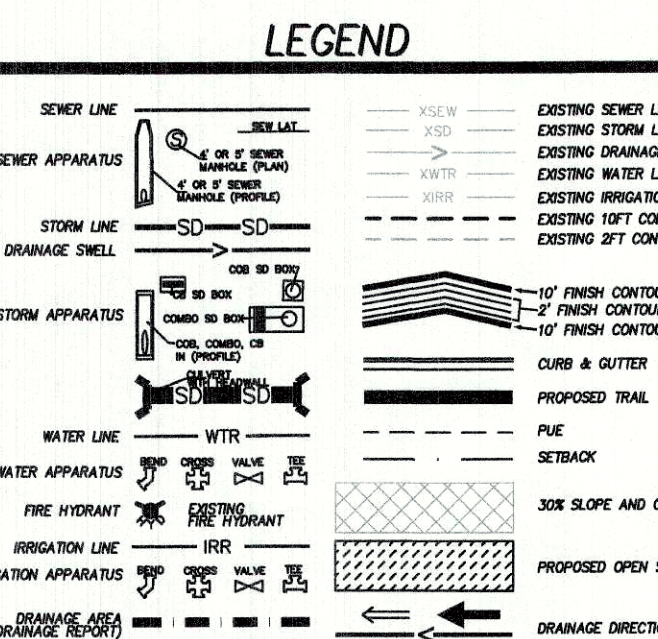
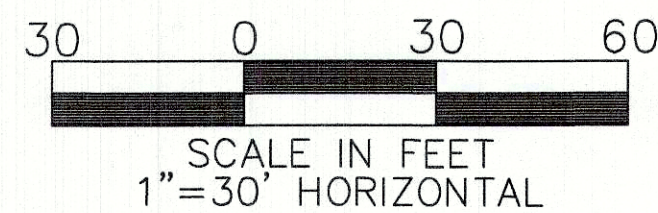
Amended by Ord. [2025-05](#) on 1/30/2025

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

Exhibit E
Sheet G2 Hawthorn Phase 2

DRAFT

FOR CONSTRUCTION



NOTE
A qualified Geo-tech shall monitor the excavations and determine the locations that require additional granular subbase and specify the depth required.



ENGINEER CERTIFICATION:
With my stamp I hereby certify that this design for the onsite drainage of this development was prepared by me (or under my direct supervision) in accordance with the provisions of Grantsville City's Standard Specifications and Drawings, and was designated to comply with the provisions thereof. I understand that the City assumes no responsibility or liability whatsoever for this design.

NOTE:
A RIGHT-OF-WAY ENCROACHMENT PERMIT MUST BE OBTAINED FROM THE CITY OF GRANTSVILLE PRIOR TO DOING ANY WORK IN THE EXISTING RIGHT-OF-WAY ON ANY STATE ROADS.

NOTE:
ACCEPTED CONSTRUCTION DRAWING OR A GRADING PERMIT MUST BE OBTAINED FROM GRANTSVILLE CITY PRIOR TO DISTURBING ANY VEGETATION OR MOVING ANY SOIL. CONTACT CITY ENGINEER AT 435-884-4661

NOTE:
A qualified Geo-tech shall monitor the excavations and determine the locations that require additional granular subbase and specify the depth required.

BENCHMARK:
ELEVATION: 4446.90
DESCRIPTION: CENTER 1/4 CORNER OF SECT. 35, T2S, R6W SET #5 BAR WITH YELLOW CAP STAMPED "PLS 356548"

INSTALL 2.5' RETAINING WALL

EX 53' ROAD 1/2 X-SECTION

PHASE 2 CUT AND FILL
CUT 2,827 FT³
FILL 4,297 FT³

PHASE 2 STORM DRAINAGE
15" RCP STORM PIPE 277 LF
18" RCP STORM PIPE 629 LF
CATCH BASIN 5
CLEANOUT BOX 2
COMBO BOX 4

NO.	DESCRIPTION	DATE	APP'D.

ORIG. DATE:	3-31-17
SURVEY BY:	GPW
DRAWN BY:	GPW
CHECKED BY:	GPW
SCALE:	1"=30'

GATEWAY CONSULTING, Inc.

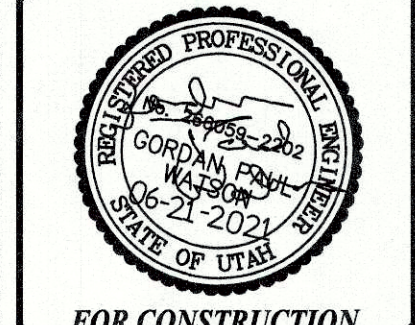
P.O. BOX 951005 SOUTH JORDAN, UT 84095
PH: (801) 694-3848 FAX: (801) 432-7050
paul@gatewayconsultingllc.com

CIVIL ENGINEERING CONSULTING LAND PLANNING
CONSTRUCTION MANAGEMENT

HAWTHORN ESTATES
PHASE 2
GRADING AND DRAINAGE @ 1"=30'

PRINT DATE: 6-21-2021

GRANTSVILLE CITY



FOR CONSTRUCTION

SHEET NO. G2

Addendum No. 1
(Project-specific terms)

A-1. Prior to receiving approval for any final plat or site plan, or any building permits for new development governed by this Agreement, but excluding, the Developer shall satisfy the following requirements under the Original Development Agreement:

- a. Developer shall provide to the City copies of its contractor's as-built drawings in PDF and native format and GIS shapefiles of as-built conditions per City's GIS requirements and standards for:
 - a. Hawthorn 1
 - b. Hawthorn 2 (As recorded, rather than Sun Sage Terrace 1)
- b. Pay remaining open space fees outlined in the Hawthorn Estates MDA.

B-2. Developer shall construct roads and streets identified in the Preliminary Master Plat in accordance with this Agreement and the following additional terms:

- a. The collector road identified on Exhibit C shall be constructed and dedicated to the City prior to the Developer obtaining C of O for the first building permit of phase 6.
- b. The main street arterial dedication identified on Exhibit C shall be constructed and dedicated during each phase that main street is identified in.

Agenda Item # 12

Consideration of Resolution 2026-51
approving a Hold Harmless and
Easement Acknowledgment Agreement
for property located at 641 South
Maxwell Drive



STAFF REPORT

To: Grantsville City Planning Commission
From: Shelby Moore, Zoning Administrator
Meeting Date: June 16, 2026
Public Hearing Date: June 16, 2026

Presentation, Public Hearing, Discussion, and Recommendation: Recommendation of a proposed Hold Harmless Agreement for the property located at **641 S. Maxwell Drive** in the **R-1-21 Zone**.

Background

In late 2025, City staff identified that a detached metal garage had been constructed within a recorded private drainage retention easement on Lot 602 of the Wells Crossing Subdivision without prior approval. Following review by the Building Department, City Engineer, and City Attorney, the property owner was required to provide an engineered site plan showing the structure, retention basin, and easement boundaries, along with certification that the required stormwater detention volume remained functional. A Hold Harmless Agreement was also required before the matter could be resolved.

The property owner subsequently retained an engineer who prepared a site plan demonstrating that the required retention basin volume and freeboard remain available despite the garage encroachment. The site plan was reviewed and approved by City staff on April 30, 2026.

Existing Conditions

The approved site plan identifies a **25-foot by 26-foot detached garage** located within a portion of the retention easement area while preserving the required drainage pond and freeboard volume. The plan indicates approximately **1,300 cubic feet of pond storage** and **4,150 cubic feet of freeboard volume** remain available on the property.

Photographs submitted by the applicant and City staff show the retention basin remains open and capable of conveying and retaining stormwater runoff. The detached garage is located adjacent to, but not within, the excavated retention pond itself.

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

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

Utility Easement Review

The applicant also obtained approvals from affected utility providers regarding encroachments within the public utility easements:

- **Comcast** provided written authorization for the encroachment provided access to facilities is maintained and damages remain the responsibility of the property owner.
- **Rocky Mountain Power** consented to the encroachment while retaining all rights necessary to maintain and operate utility facilities within the easement.
- **Enbridge Gas Utah** executed a disclaimer and release of interest in portions of the utility easement associated with the property.

Proposed Hold Harmless Agreement

The proposed Hold Harmless and Easement Acknowledgment Agreement:

- Acknowledges that the detached garage was constructed within a recorded retention easement without prior approval.
- Requires the property owner to maintain the retention area and preserve approved drainage functionality.
- Prohibits alterations that would negatively affect drainage patterns or increase impervious surface area within the retention area.
- Requires the owner to remove or relocate the structure at their expense if the City later determines it interferes with stormwater operations.
- Indemnifies and holds Grantsville City harmless from claims, damages, flooding, drainage issues, or liabilities associated with the structure.
- Establishes the agreement as a covenant running with the land that will bind future property owners.

Staff Analysis

The applicant has completed the requirements established by City staff, including submission of an engineered site plan demonstrating retention basin functionality and obtaining utility provider acknowledgments. City records indicate the site plan has been approved and staff determined the remaining outstanding item is execution of the Hold Harmless Agreement.

Based on the approved engineering documentation and field observations, staff finds that the retention basin continues to function as intended and that the proposed Hold Harmless Agreement provides the City with protection should future drainage, maintenance, or access issues arise.

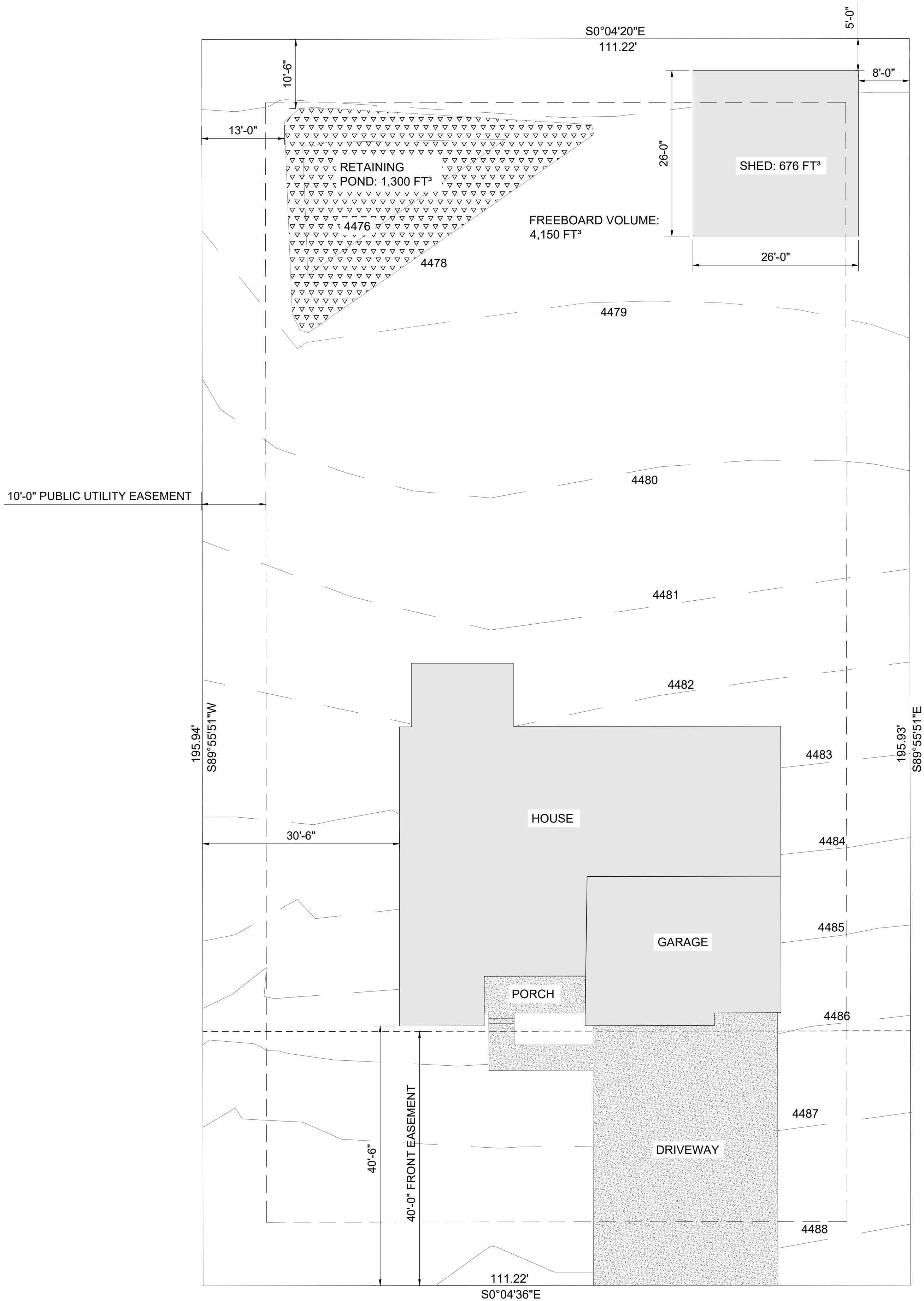
*** Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*

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

APPROVED
Grantsville City
Planning Department
04/30/2026

Still needs to sign hold harmless agreement

APPROVED
Grantsville City
Engineer
04/30/2026



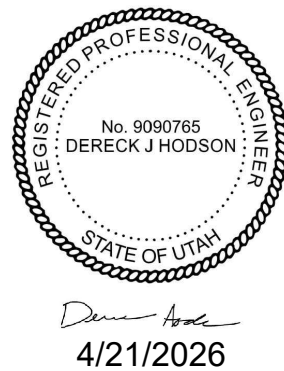
The building department needs to know if the location of the building is approved.

PLOT PLAN-LOT 602
WELLS CROSSING
641 SOUTH MAXWELL DRIVE
21,792 SF OR 0.50 ACRES



1 SITE PLAN
SCALE 3/32"=1'-0"

ROESCH RESIDENCE
641 SOUTH MAXWELL DRIVE
GRANTSVILLE, UT 84029



LEGEND:

- LOT LINE
- - - BUILDING SETBACK
- - - EASEMENT (PUE)
- - - FLOW LINE
- SLOPE DIRECTION

GFE = GARAGE FLOOR ELEVATION @ DOOR

TOW = TOP OF WALL ELEVATION (PROPOSED)

TBC = TOP BACK OF CURB

EG = EXISTING GRADE

GB = GRADE BREAK

FG = FINISH GRADE

IR = IRRIGATION STUB

W = WATER METER

S = SEWER METER

SD = STORM DRAIN

OH = FIRE HYDRANT

SL = STREET LIGHT

EU = VARIOUS UTILITIES

BUILDING SETBACK:

40'-0" FRONT SETBACK (GARAGE)

30'-0" REAR SETBACK

10'-0" SIDE SETBACK

10'-0" SIDE SETBACK (CORNER)

PUBLIC UTILITY EASEMENTS:

10'-0" FRONT PUE

(ALONG ALL ROADWAYS)

VARIES - REAR PUE (AS SHOWN)

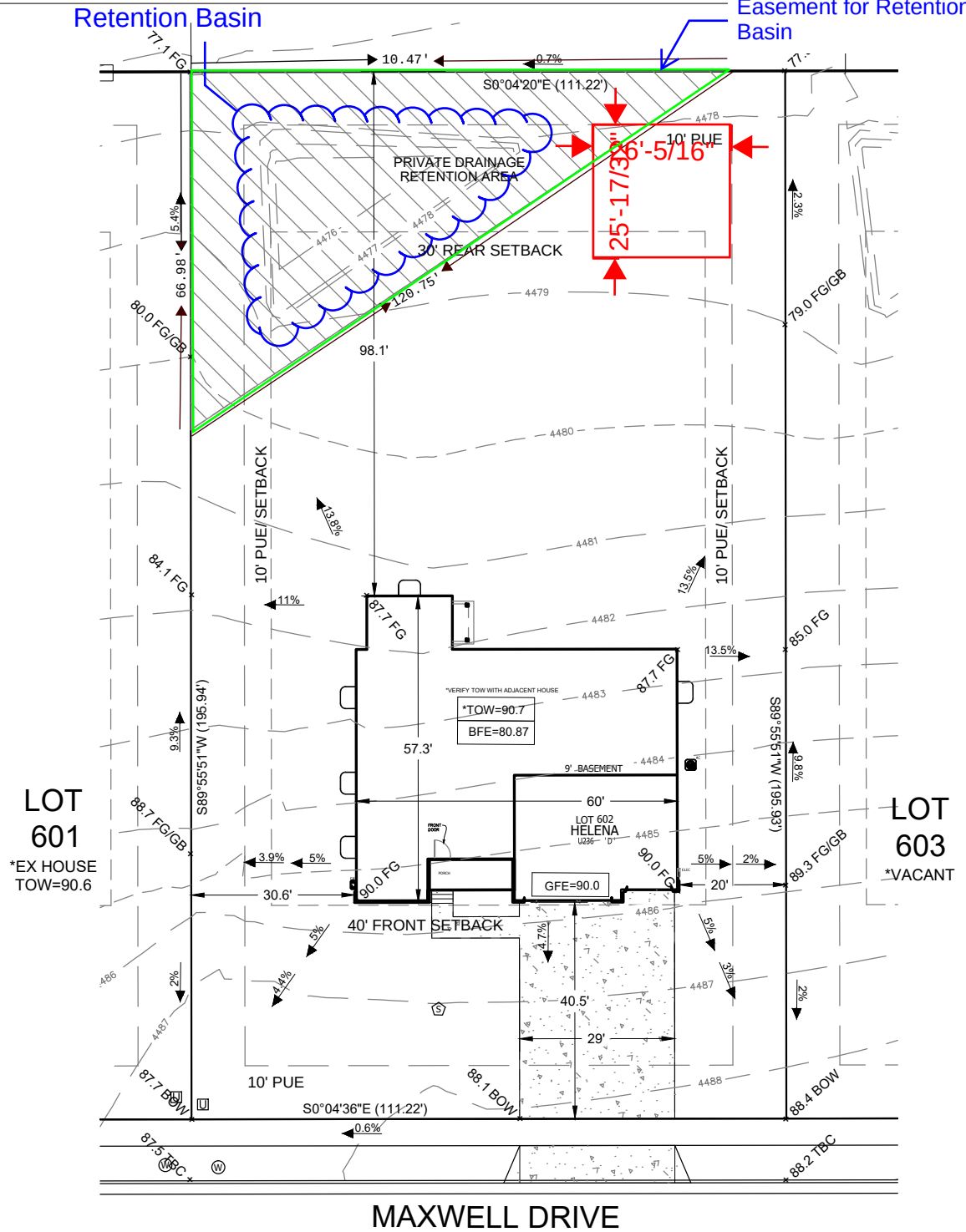
VARIES - SIDE PUE (AS SHOWN)



0' 30'
SCALE 1" = 30'

Retention Basin

Easement for Retention Basin



PLOT PLAN - LOT 602 Wells Crossing

641 South Maxwell Drive
21,792 SF or 0.50 Acres















Comcast Cable Communications, Inc.
1350 E. Miller Ave.
Salt Lake City, Utah 84106
801-401-3041 Tel
801-255-2711 Fax

May 22, 2026

Matt Roesch
641 S Maxwell Drive
Grantsville, UT 84029

To whom it may concern,

Comcast of Utah II grants permission to encroach upon the existing utility easements, which exists along the South and East property lines of 641 S Maxwell Drive, Grantsville, UT , as long as it does not interfere with or deny access to our existing facilities (poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

Annette Harm

Annette Harm
Authorized Representative

Space above for County Recorder's use
PARCEL I.D.# 24-002-0-0602

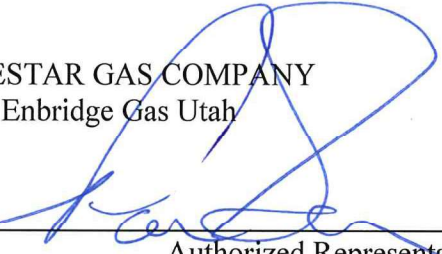
DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY dba Enbridge Gas Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Tooele County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 602, Wells Crossing Subdivision, located in the Southeast quarter of Section 1, Township 3 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah; said Subdivision recorded in the Office of the County Recorder for Tooele County, Utah.

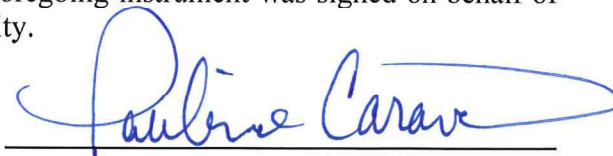
IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on June 1, 2026.

QUESTAR GAS COMPANY
Dba Enbridge Gas Utah

By: 
Authorized Representative

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

On June 1, 2026, personally appeared before me Paul Swan, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Enbridge Gas Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.


Notary Public





May 14, 2026

Matt Roesch
Mattroesch@gmail.com
Re: 641 S Maxwell Dr Public Utility Encroachment

To Whom it may concern,

As requested, Rocky Mountain Power ("Company") hereby consents to a proposed encroachment upon the 10 foot wide Public Utility Easement along the rear, Eastern and the Southern property lines within "Parcel **24-002-0-0602**/ Lot 602 of the Wells Crossing Phase 6 Subdivision / 641 S Maxwell Dr, Grantsville", located in Tooele County, state of Utah, for the installation of a detached garage.

However, this consent does not waive or relinquish any right necessary to the operation, maintenance, renewal, construction, repair, or removal of Company lines, conduit, or other power facilities, which are or may be located on said easement. Also, all clearances must be maintained from Company lines.

As consideration for Company granting you permission to encroach upon said easement, you agree to hold Company harmless from all claims for personal injuries or damages to property when such injuries or damages, directly or indirectly, arise out of the existence, construction, installation, maintenance, condition, use or presence of your structures upon said easement. Company shall not be responsible for any damages to structures or property located on said easement.

To the fullest extent permitted by law, you waive any right you may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. You waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Sincerely,

Foster Greenwood

Foster Greenwood
Tooele Service Center Estimator



**GRANTSVILLE CITY
RESOLUTION NO. 2026-51**

**A RESOLUTION APPROVING A HOLD HARMLESS AND EASEMENT
ACKNOWLEDGMENT AGREEMENT FOR PROPERTY LOCATED AT 641 SOUTH
MAXWELL DRIVE, GRANTSVILLE, UTAH**

Be it resolved by the City Council of Grantsville City, Utah as follows:

WHEREAS, Grantsville City has received a proposed Hold Harmless and Easement Acknowledgment Agreement relating to property located at 641 South Maxwell Drive, Grantsville, Utah, identified as Lot 602 of the Wells Crossing Subdivision; and

WHEREAS, City staff identified that a detached metal garage was constructed within a recorded private drainage retention easement on the property without prior approval; and

WHEREAS, the property owner retained a licensed engineer who prepared and submitted an engineered site plan demonstrating that the required stormwater detention volume, retention basin capacity, and freeboard volume remain functional despite the garage encroachment; and

WHEREAS, the engineered site plan was reviewed and approved by Grantsville City staff on April 30, 2026; and

WHEREAS, the property owner obtained acknowledgments, approvals, consents, or releases from affected utility providers, including Comcast, Rocky Mountain Power, and Enbridge Gas Utah, regarding encroachments within applicable utility easements; and

WHEREAS, the proposed Hold Harmless and Easement Acknowledgment Agreement acknowledges the existence of the detached garage within the retention easement, requires continued maintenance of the retention area, preserves drainage functionality, and provides that the property owner shall indemnify and hold Grantsville City harmless from claims, damages, liabilities, flooding, drainage issues, or other impacts associated with the structure and its location; and

WHEREAS, the Agreement further requires the owner to remove or relocate the structure at the owner's sole expense if the City determines in the future that the structure interferes with stormwater operations, drainage functionality, maintenance activities, or access requirements; and

WHEREAS, the Agreement shall be recorded against the property and shall constitute a covenant running with the land, binding upon all current and future owners of the property; and



WHEREAS, the Grantsville City Planning Commission held a public hearing on June 16, 2026, and thereafter recommended approval of the proposed Hold Harmless and Easement Acknowledgment Agreement; and

WHEREAS, the City Council finds that approval of the Agreement is in the best interest of the City and provides appropriate protections to the City while allowing the existing encroachment to remain subject to the terms and conditions contained therein.

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

Section 1. Approval: The Hold Harmless and Easement Acknowledgment Agreement pertaining to the property located at 641 South Maxwell Drive, Grantsville, Utah, attached hereto as Exhibit A, is hereby approved.

Section 2. Authorization: The Mayor is authorized to execute the Agreement on behalf of Grantsville City following review and approval as to form by the City Attorney.

Section 3. Recording: Upon execution by all parties, the Agreement shall be recorded with the Tooele County Recorder's Office and shall run with the land.

Section 4. Further Action Authorized: The Mayor, City Manager, City Attorney, and City staff are hereby authorized to take any reasonable actions necessary to carry out the intent and purpose of this Resolution and the Agreement approved herein.

Section 5. Effective Date: This resolution shall take effect immediately upon its passage and approval as provided by law.

Section 6. Severability clause: If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 15TH DAY OF JULY, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



By Mayor Heidi Hammond

ATTEST

Alicia Fairbourne, City Recorder



EXHIBIT “A”

Hold Harmless and Easement Acknowledgment Agreement



336 West Main Street
Grantsville, Utah 84029

HOLD HARMLESS AND EASEMENT ACKNOWLEDGMENT AGREEMENT

Property Address: 641 S. Maxwell Drive, Grantsville, Utah 84029

Parcel Number: 24-002-0-0602

Legal Description: LOT 602, WELLS CROSSING SUBDIVISION PH 6, A SUBDIVISION OF GRANTSVILLE CITY. OUT OF 1-77-112 FOR 2025 YEAR. 0.50 AC

Owner: Matthew David Roesch

RECITALS

WHEREAS, Matthew David Roesch (hereinafter referred to as "Owner") is the legal owner of the real property located at 641 S. Maxwell Drive, Grantsville, Utah 84029 (hereinafter referred to as the "Property"); and

WHEREAS, a structure has been constructed within the boundaries of a recorded retention easement on the Property without prior approval from Grantsville City (hereinafter referred to as the "City"); and

WHEREAS, the City has inspected the retention basin and determined that while the basin currently appears to be unobstructed, the structure's placement within the easement requires formal documentation and acknowledgment; and

WHEREAS, the City is willing to allow the structure to remain in its current location subject to the terms and conditions set forth herein; and

WHEREAS, the Owner desires to enter into this Agreement to formalize the City's consent to the continued existence of the structure within the easement area.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges and agrees to the following terms regarding the structure currently located within an established retention easement on the Property:

1. ACKNOWLEDGMENT OF EASEMENT AND STRUCTURE LOCATION

1.1 Owner acknowledges that a 25' x 26' metal detached garage (hereinafter referred to as the "Structure") has been constructed within the boundaries of a recorded retention easement on

the Property. The Structure was installed without a prior building permit or formal approval from Grantsville City.

1.2 Owner further acknowledges that the easement is dedicated for the retention and drainage of stormwater, and that Owner, as the property owner, agrees to maintain the retention area as approved by the City Engineer and constructed by the developer/builder.

1.3 Owner agrees not to alter the grading, nor allow any drainage to discharge onto the neighboring properties, nor place any additional impervious surfaces in the area shown on the plat.

1.4 Owner acknowledges that this Agreement does not constitute a variance, permit, or waiver of any applicable building codes, zoning ordinances, or other regulations of the City, and that the Structure remains subject to all such requirements.

2. CONDITION OF EASEMENT AND IMPACT

2.1 Owner affirms that the Structure does not impede, alter, or otherwise interfere with the intended purpose or function of the retention basin or its drainage flow, and that the Structure's placement does not obstruct City access to the easement area.

2.2 Owner acknowledges that the City has inspected the retention basin and has determined that it currently appears to be unobstructed; however, the City reserves the right to re-evaluate this determination at any time.

2.3 Should it later be determined by the City, its Engineer, or its agents that the Structure does interfere with the easement or retention basin function, Owner agrees to remove or relocate the Structure at Owner's own expense within thirty (30) days of written notice from the City.

2.4 Owner acknowledges that the City shall be the sole judge of whether the Structure interferes with the easement or retention basin function, and Owner agrees to abide by the City's determination in this regard.

2.5 Owner agrees to maintain the Structure in good condition and repair at all times, and to ensure that the Structure does not create any hazards or nuisances that could affect the retention basin or neighboring properties.

3. HOLD HARMLESS AND INDEMNIFICATION

3.1 Owner hereby agrees to indemnify, defend, and hold harmless Grantsville City, its officers, officials, employees, agents, successors, and assigns from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs, and expenses (including

1. reasonable attorney's fees and court costs) arising from or related to: The existence, construction, maintenance, use, modification, or removal of the Structure;
2. Any interference with the City's rights or operations within the retention easement;
3. Any damage, flooding, or drainage issue alleged to result from the Structure's presence;
4. Any violation of applicable building codes, zoning ordinances, or other regulations related to the Structure; or
5. Any personal injury or property damage related to the Structure.

3.2 This obligation shall survive the removal of the Structure or transfer of ownership of the Property, and shall bind all successors, heirs, and assigns of the Owner.

3.3 Owner acknowledges that the City shall not be liable for any damage to the Structure

caused by flooding, maintenance activities, or any other actions taken by the City within the easement area.

3.4 Owner acknowledges that the City may, at its discretion and without liability to Owner, remove or alter the Structure if necessary to maintain, repair, or improve the retention basin, or to address any emergency situation, and Owner shall be responsible for all costs associated with such removal or alteration.

4. NO WAIVER OF REGULATORY AUTHORITY

4.1 Owner understands that execution of this Hold Harmless Agreement does not constitute a permit or variance, nor does it waive or modify any applicable building code, zoning ordinance, or easement restriction.

4.2 The City retains the right to enforce all applicable codes and regulations, including but not limited to building codes, zoning ordinances, and stormwater management requirements.

4.3 Nothing in this Agreement shall be construed as a waiver of the City's regulatory authority or its right to require compliance with all applicable laws, ordinances, and regulations.

4.4 This Agreement does not create any property rights or interests in the easement area beyond those expressly stated herein, and the City retains all rights and privileges associated with the easement.

5. COVENANT RUNNING WITH THE LAND

5.1 The covenants, conditions, and restrictions contained in this Agreement shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the Owner and all future owners of the Property or any portion thereof.

5.2 Owner agrees that this Agreement, or a memorandum thereof, may be recorded in the official records of Tooele County, Utah, to provide notice of these obligations to future owners of the Property.

5.3 Owner agrees to disclose the existence of this Agreement to any potential purchaser of the Property prior to the execution of any contract for sale.

5.4 In the event of a transfer of ownership of the Property, the new owner shall be bound by all terms and conditions of this Agreement as if they were the original signatory.

6. GOVERNING LAW AND VENUE

6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.2 Venue for any legal action arising out of or related to this Agreement shall be in Tooele County, Utah.

6.3 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect.

6.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, whether written or oral.

7. MODIFICATION AND TERMINATION

7.1 This Agreement may only be modified, amended, or terminated by a written instrument executed by both the Owner and the City.

7.2 No oral modifications, amendments, or terminations shall be effective, regardless of any reliance thereon.

7.3 This Agreement shall remain in effect until terminated by mutual written agreement of the parties or until the Structure is removed from the easement area with the City's written acknowledgment of such removal.

8. NOTICES

8.1 All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

To Owner:

Matthew David Roesch
641 S. Maxwell Drive
Grantsville, Utah 84029

To City:

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

8.2 Either party may change its address for notices by providing written notice to the other party in accordance with this section.

OWNER'S CERTIFICATION AND SIGNATURE

I, Matthew David Roesch, certify that I have read and understood this document, and that the statements contained herein are true and correct to the best of my knowledge. I acknowledge that I am entering into this Agreement voluntarily and with full understanding of its terms and conditions.

Owner: _____

Name: Matthew David Roesch

Date: _____

Phone: _____

Email: _____

GRANTSVILLE CITY:

By: _____

Name: _____

Title: _____

Date: _____

NOTARY ACKNOWLEDGMENTS

State of Utah

County of Tooele

On this ____ day of _____, 20____, before me, _____,
a notary public, personally appeared Matthew David Roesch, proved on the basis of satisfactory
evidence to be the person whose name is subscribed to this instrument, and acknowledged that he
executed the same.

Witness my hand and official seal.

Notary Public

State of Utah
County of Tooele

On this ____ day of _____, 20____, before me, _____,
a notary public, personally appeared _____, proved on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument, and
acknowledged that he/she executed the same in his/her authorized capacity on behalf of
Grantsville City.

Witness my hand and official seal.

Notary Public

Agenda Item # 13

Consideration of Resolution 2026-55
approving the Falcons Landing Master
Development Agreement for property
located approximately at Booth Street
and Wild Rose Drive



**GRANTSVILLE CITY
RESOLUTION NO. 2026-55**

**A RESOLUTION APPROVING THE FALCONS LANDING MASTER DEVELOPMENT
AGREEMENT FOR PROPERTY LOCATED APPROXIMATELY AT BOOTH STREET
AND WILD ROSE DRIVE**

Be it resolved by the City Council of Grantsville City, Utah as follows:

WHEREAS, KAGI LLC ("Developer") has submitted a proposed Master Development Agreement ("MDA") for the Falcons Landing Subdivision, located approximately at Booth Street and Wild Rose Drive; and

WHEREAS, the proposed Master Development Agreement establishes the development standards, permitted housing types, roadway configuration, and other obligations governing the future development of the Falcons Landing Subdivision; and

WHEREAS, the proposed Master Development Agreement includes revisions to the subdivision layout that improve street connectivity through the extension of Wild Rose Drive, provide increased flexibility in residential housing types, and promote orderly residential development consistent with the City's planning objectives; and

WHEREAS, on July 7, 2026, the Grantsville City Planning Commission conducted a duly noticed public hearing on the proposed Master Development Agreement and voted 2-1 to forward a positive recommendation to the City Council, with the recommendation that a six-foot (6') fence be installed around the development; and

WHEREAS, the City Council has reviewed the proposed Master Development Agreement, the Planning Commission recommendation, the staff report, and all information presented, and finds that approval of the Master Development Agreement is in the best interest of the health, safety, and welfare of the residents of Grantsville City.

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

Section 1. Section 1. Approval: The Grantsville City Council hereby approves the Master Development Agreement between Grantsville City and KAGI LLC, attached hereto as Exhibit A and incorporated herein by this reference, for the Falcons Landing Subdivision located approximately at Booth Street and Wild Rose Drive, subject to the conditions contained in this Resolution.

Section 2. Conditions of Approval: Approval of the Master Development Agreement is subject to the following conditions:



1. The Master Development Agreement shall substantially conform to the version presented to the Planning Commission and attached as Exhibit A.
2. Any future subdivision plats shall comply with the approved Master Development Agreement and all applicable provisions of the Grantsville City Land Use Development and Management Code.
3. All required public improvements and infrastructure shall be designed and constructed in accordance with Grantsville City standards.
4. Any future amendments to the Master Development Agreement shall require review and approval in accordance with applicable Grantsville City Code.
5. A continuous six-foot (6') fence shall be installed around the perimeter of the development, or as otherwise approved by the City, prior to or concurrent with development as provided in the Master Development Agreement or subsequent subdivision approvals.

Section 3. Authorization: The Mayor and appropriate City staff are hereby authorized to execute the Master Development Agreement and any related documents and to take any reasonable steps necessary to carry out the objectives of this Resolution and implement the approved Master Development Agreement.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 15TH DAY OF JULY, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Heidi Hammond

ATTEST

Alicia Fairbourne, City Recorder



EXHIBIT “A”

Master Development Agreement for Falcons Landing Subdivision

**GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT

FOR

FALCONS LANDING SUBDIVISION**

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 6.87 acres identified as Tooele County Parcel No. 01-056-0-0023 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 Project was subject to an approved preliminary plat that is being voided and replaced in this Agreement;

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 Planning Commission held a duly noticed public hearing, and subsequently recommended approval of the application for the Project on 2026, 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 28 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 20% of the total net developable Project acreage 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 _____, 2026.

CITY ACCEPTANCE

Grantsville City
By: _____
Its: _____

Attest:

Approval as to Form:

Grantsville City Recorder

Grantsville City Attorney

DEVELOPER ACCEPTANCE

Developer
By: _____
Its: _____

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the [POSITION TITLE] of [DEVELOPER], a [STATE] [LLC/Corporation/Individual] and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

Exhibit A

Legal Description of Property

OwnerName KAGI LLC

Legal BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF BOOTH STREET, A 66 FOOT WIDE PUBLIC STREET, WHICH LIES SOUTH 2°07'22" EAST 56.036 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF CLAY STREET, ALSO A 66 FOOT WIDE PUBLIC STREET, WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID BOOTH STREET, AND SOUTH 0°09'23" WEST 1018.715 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BOOTH STREET AS DETERMINED FROM THE ANCIENT FENCE LINES EXISTING ON BOTH SIDES OF SAID BOOTH STREET FROM A TOOELE COUNTY DEPENDENT RESURVEY MONUMENT ESTABLISHED IN 1990, INTENDED BY SAID DEPENDENT RESURVEY TO REPRESENT THE NORTH QUARTER CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING FOR THIS DESCRIPTION IS SOUTH 89°45'36" WEST 2652.13 FEET ALONG THE LINE DEFINED BY TOOELE COUNTY DEPENDENT RESURVEY MONUMENTS REPRESENTING SAID NORTH QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 32.); THENCE FROM SAID POINT OF BEGINNING, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF BOOTH STREET, SOUTH 0°09'23" WEST 511.266 FEET TO INTERSECT THE SOUTHERLY LINE OF LOT 1, FLITTON MINOR SUBDIVISION, A MINOR SUBDIVISION OF THE CITY OF GRANTSVILLE CREATED BY RECORDING OF DEEDS WITH NO RECORDED PLAT, SAID SOUTHERLY LINE OF SAID LOT 1 BEING DETERMINED FROM THE LOT CORNER MARKERS PLACED BY RICHARD K. JOHANSON, ORIGINAL SURVEYOR OF SAID FLITTON MINOR SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE, NORTH 89°56'00" WEST 463.662 FEET; THENCE ALONG AN ESTABLISHED FENCE LINE THE FOLLOWING TWO COURSES: (1) NORTH 0°12'00" WEST 50.156 FEET; (2) NORTH 89°10'00" WEST 130.473 FEET; THENCE ALONG AN ANCIENT FENCE LINE, NORTH 0°04'00" EAST 465.597 FEET TO AN ANCIENT FENCE CORNER; THENCE ALONG AN ANCIENT FENCE LINE, SOUTH 89°20'00" EAST 595.190 FEET TO THE POINT OF BEGINNING. NEW SURVEY DESCRIPTION AFTER BLA 356081, 356481 FOR 2012 YEAR. 6.870 ACRES.

Exhibit B

Depiction of Project

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

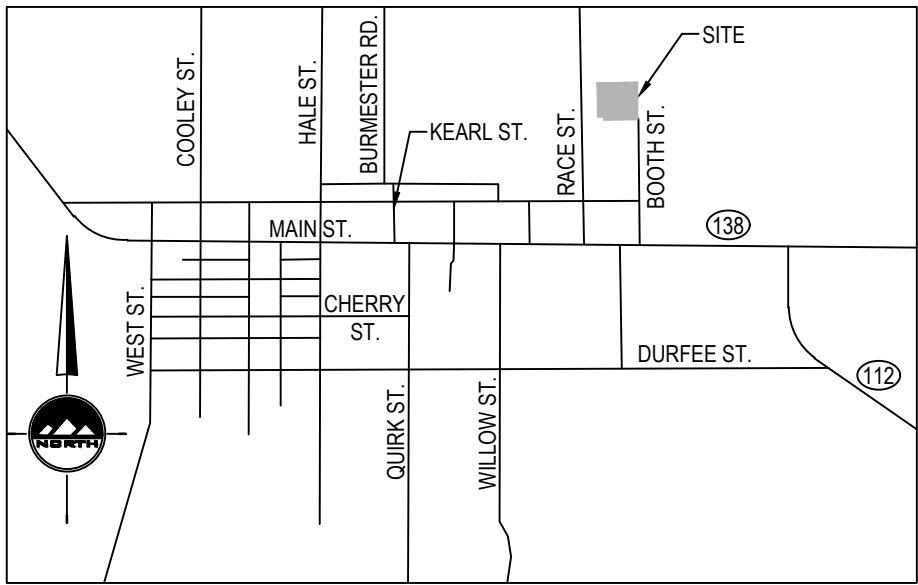
811

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

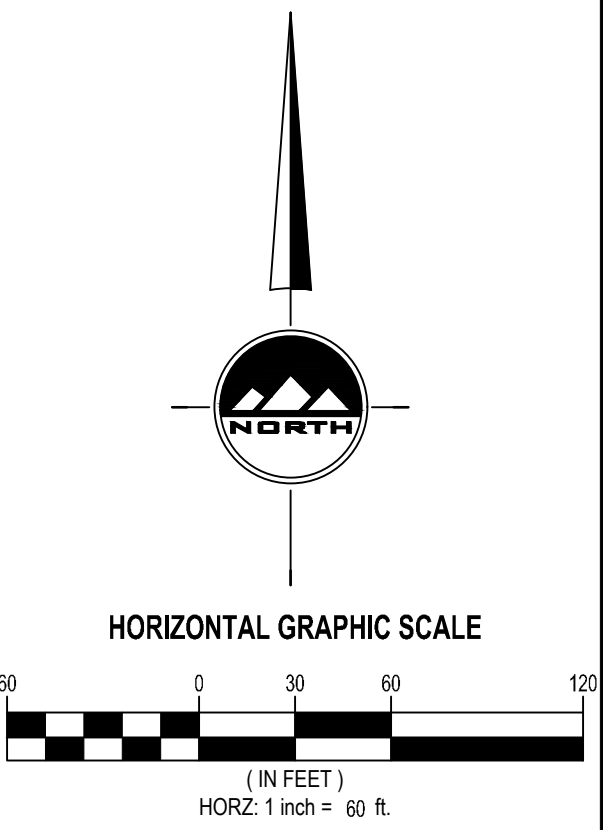
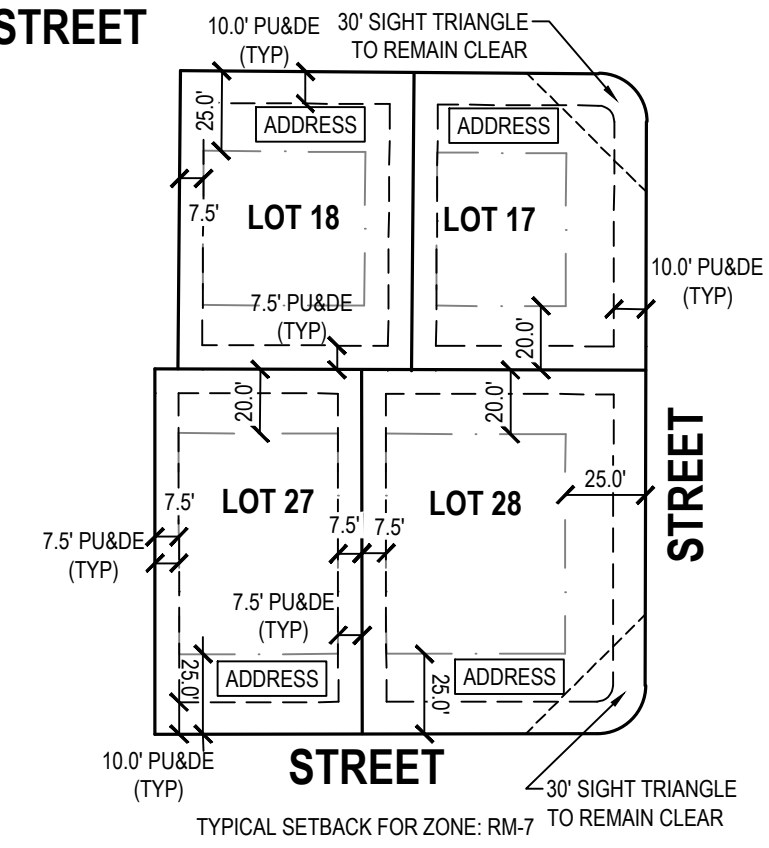
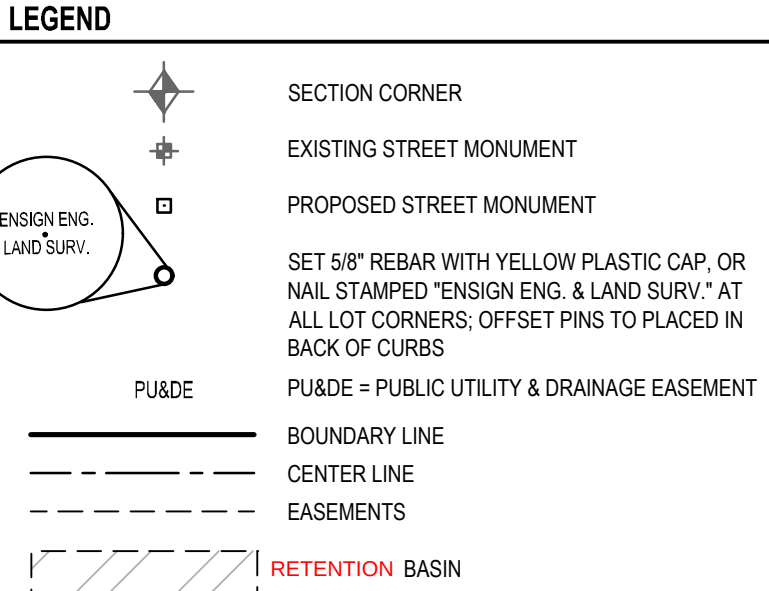
FINAL PLAT

FALCONS LANDING SUBDIVISION

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

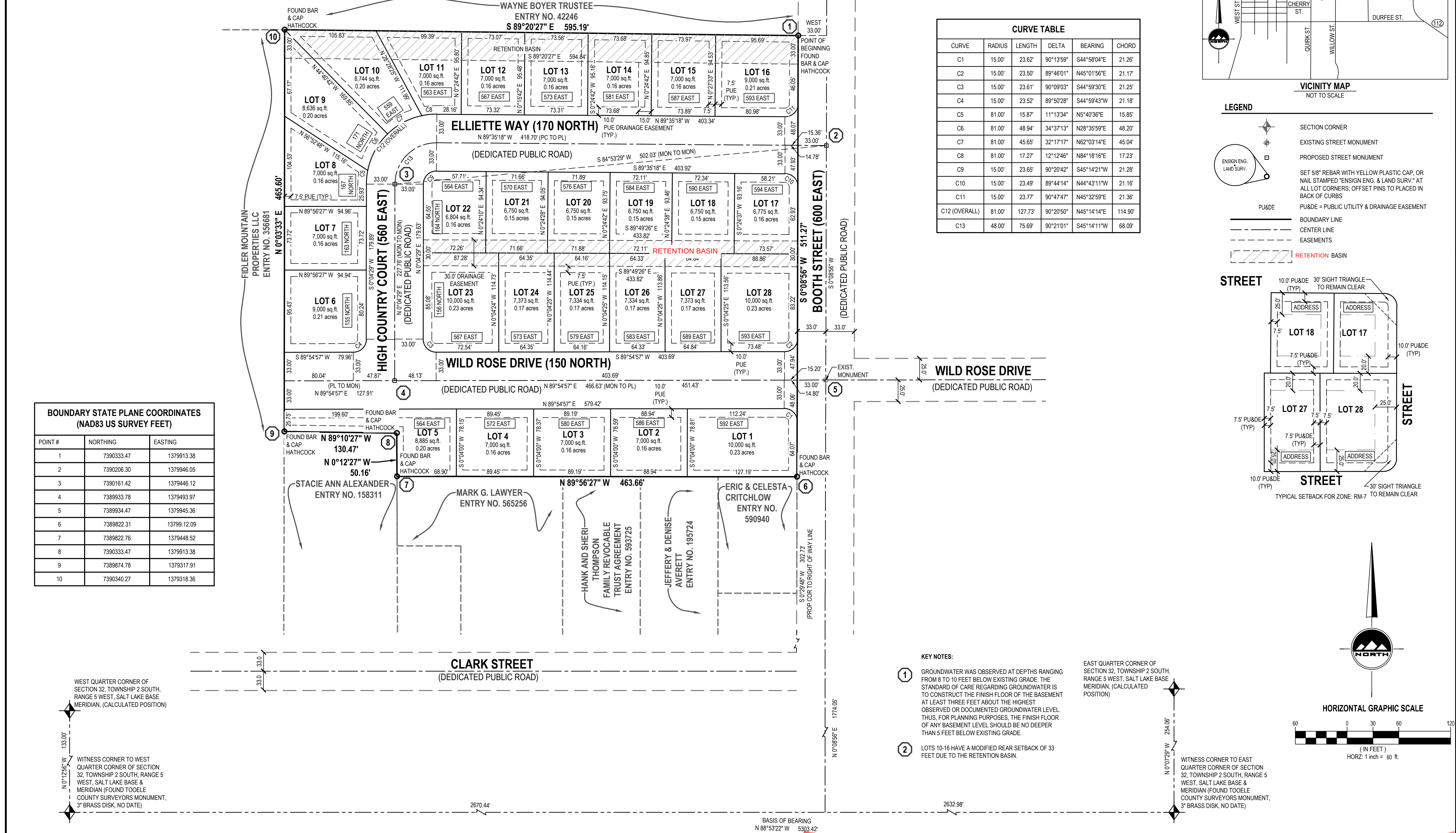


VICINITY MAP
NOT TO SCALE



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00'	23.62'	90°13'59"	S44°58'04"E	21.26'
C2	15.00'	23.50'	89°46'01"	N45°01'56"E	21.17'
C3	15.00'	23.61'	90°09'03"	S44°59'30"E	21.25'
C4	15.00'	23.52'	89°50'28"	S44°59'43"W	21.18'
C5	81.00'	15.87'	11°13'34"	N5°40'36"E	15.85'
C6	81.00'	48.94'	34°37'13"	N28°35'59"E	48.20'
C7	81.00'	45.65'	32°17'17"	N62°03'14"E	45.04'
C8	81.00'	17.27'	12°12'46"	N84°18'16"E	17.23'
C9	15.00'	23.65'	90°20'42"	S45°14'21"W	21.28'
C10	15.00'	23.49'	89°44'14"	N44°43'11"W	21.16'
C11	15.00'	23.77'	90°47'47"	N45°32'59"E	21.36'
C12 (OVERALL)	81.00'	127.73'	90°20'50"	N45°14'14"E	114.90'
C13	48.00'	75.69'	90°21'01"	S45°14'11"W	68.09'

BOUNDARY STATE PLANE COORDINATES (NAD83 US SURVEY FEET)		
POINT #	NORTHING	EASTING
1	7390333.47	1379913.38
2	7390206.30	1379946.05
3	7390161.42	1379446.12
4	7389933.78	1379493.97
5	7389934.47	1379945.36
6	7389822.31	1379912.09
7	7389822.76	1379448.52
8	7390333.47	1379913.38
9	7389874.78	1379317.91
10	7390340.27	1379318.36



- KEY NOTES:
- GROUNDWATER WAS OBSERVED AT DEPTHS RANGING FROM 8 TO 10 FEET BELOW EXISTING GRADE. THE STANDARD OF CARE REGARDING GROUNDWATER IS TO CONSTRUCT THE FINISH FLOOR OF THE BASEMENT AT LEAST THREE FEET ABOUT THE HIGHEST OBSERVED OR DOCUMENTED GROUNDWATER LEVEL. THUS, FOR PLANNING PURPOSES, THE FINISH FLOOR OF ANY BASEMENT LEVEL SHOULD BE NO DEEPER THAN 5 FEET BELOW EXISTING GRADE.
 - LOTS 10-16 HAVE A MODIFIED REAR SETBACK OF 33 FEET DUE TO THE RETENTION BASIN.

EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SALT LAKE BASE, MERIDIAN, (CALCULATED POSITION)

WITNESS CORNER TO EAST QUARTER CORNER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 5 WEST, SALT LAKE BASE & MERIDIAN (FOUND TOOELE COUNTY SURVEYORS MONUMENT, 3" BRASS DISK, NO DATE)

TOOELE COUNTY TREASURER I HEREBY CERTIFY THAT PROPERTY TAXES DUE AND OWNING HAVE BEEN PAID IN FULL THIS _____ DAY OF _____, 20____ FOR PARCEL NO. _____ TOOELE COUNTY TREASURER	GRANTSVILLE CITY IRRIGATION COMPANY APPROVAL APPROVED THIS _____ DAY OF _____, 20____ BY THE GRANTSVILLE CITY IRRIGATION COMPANY. GRANTSVILLE CITY IRRIGATION COMPANY	ROCKY MOUNTAIN POWER COMPANY 1. PURSUANT TO UTAH CODE ANN. § 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN. 2. PURSUANT TO UTAH CODE ANN. § 10-20-803 AND § 17-79-703 ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER: (1) A RECORDED EASEMENT OR RIGHT-OF-WAY (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS (3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR (4) ANY OTHER PROVISION OF LAW. APPROVED THIS _____ DAY OF _____, 20____ ROCKY MOUNTAIN POWER BY _____ TITLE _____		ENBRIDGE GAS ENBRIDGE GAS UTAH - NOTE: QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH ("ENBRIDGE"), APPROVES THIS PLAT SOLELY TO CONFIRM THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. THIS APPROVAL DOES NOT (A) AFFECT ANY RIGHT ENBRIDGE HAS UNDER TITLE 54, CHAPTER 8A, A RECORDED EASEMENT OR RIGHT-OF-WAY, PRESCRIPTIVE RIGHTS, OR ANY PROVISION OF LAW; (B) CONSTITUTE ACCEPTANCE OF ANY TERMS CONTAINED IN ANY PORTION OF THE PLAT; AND (C) GUARANTEE ANY TERMS OR WAIVE ENBRIDGE'S RIGHT TO REQUIRE ADDITIONAL EASEMENTS FOR GAS SERVICE. APPROVED THIS _____ DAY OF _____, 20____ QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH BY _____ TITLE _____				
GRANTSVILLE CITY MAYOR APPROVAL APPROVED THIS _____ DAY OF _____, 20____ BY THE GRANTSVILLE CITY MAYOR. GRANTSVILLE CITY MAYOR ATTEST: GRANTSVILLE CITY RECORDER	GRANTSVILLE CITY ATTORNEY'S APPROVAL APPROVED THIS _____ DAY OF _____, 20____ BY THE GRANTSVILLE CITY ATTORNEY. GRANTSVILLE CITY ATTORNEY	GRANTSVILLE CITY PLANNER APPROVED THIS _____ DAY OF _____, 20____ BY THE GRANTSVILLE CITY PLANNER. GRANTSVILLE CITY PLANNER	TOOELE COUNTY SURVEY DEPARTMENT APPROVED THIS _____ DAY OF _____, 20____ BY THE TOOELE COUNTY SURVEY DEPARTMENT. RECORD OF SURVEY FILE # _____ TOOELE COUNTY SURVEY DEPT. DIRECTOR	GRANTSVILLE CITY ENGINEER'S CERTIFICATE I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. GRANTSVILLE CITY ENGINEER DATE _____	DEVELOPER KAGI, LLC. 8667 TRADESMEN PLACE WEST JORDAN, UTAH ANDY 385-256-5346	SHEET 1 OF 1 PROJECT NUMBER : 129098 MANAGER : J. CLEGG DRAWN BY : M. SANDOVAL CHECKED BY : D. KINSMAN DATE : 6/10/2026	TOOELE 169 North Main Street Unit 1 Tooele, Utah 84074 Phone: 435.843.3590 Fax: 435.578.0108 WWW.ENSIGNENG.COM ENSIGN SALT LAKE CITY Phone: 801.255.0529 LAYTON Phone: 801.547.1100 CEDAR CITY Phone: 435.865.1453 RICHFIELD Phone: 435.686.5883	TOOELE COUNTY RECORDER RECORDED # _____ STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE REQUEST OF : _____ DATE: _____ TIME: _____ FEES _____ TOOELE COUNTY RECORDER

Exhibit C

Modifications to Development Standards

[If none specified, no modifications are applicable.]

Standard	Existing	Modification	Applicable Code
Minimum Lot Size	R-1-12*: 12,000 sq ft	R-1-12*: 6,750 sq ft	GLUDMC 15.2
Fee-in-Lieu	Calculated	Waived	GLUDMC 21.1.15

*Only applicable to identified lots. See Exhibit G for additional details.

Exhibit D

Zoning Modifications

[If none specified, no modifications are applicable.]

Exhibit E

Completion Assurance and Bond Requirements

[If none specified, no modifications are applicable.]

Exhibit F

Upsizing Requirements

[If none specified, no modifications are applicable.]

Exhibit G

Additional Project-Specific Requirements

1. Wild Rose Drive. Developer shall construct and dedicate Wild Rose Drive as depicted on the Site Plan dated June 6, 2026 and prepared by Ensign Engineering. The “Final Plat Falcons Landing” is attached as **Exhibit B**. Nothing in this Exhibit may be construed to limit or waive the applicability of any standards or specifications of the City to the design and construction of Wild Rose Drive.

2. Void Existing Plat Application: The “Preliminary Plat Falcons Landing Subdivision” dated September 19, 2025 prepared by Ensign Engineering, and approved by the City on October 2, 2025 is hereby voided, and has no further force or effect.

3. Revised Development Standards Applicable to Identified Portion: The Site Plan covers areas in two zoning districts, split approximately half-way through the Site Plan into a north and south area. To accommodate detached single-family homes in the northern portion, the following development standards are hereby approved by the City:

a. Notwithstanding any contrary provision in GLUDMC and the MDA, the minimum required lot area for single family development for the lots identified on the Site Plan as: Lot 7 through 17, inclusive (collectively, the “**Subject Lots**”), shall be six thousand seven hundred and fifty (6,750) square feet. See **Exhibit C**.

b. This modification is strictly limited in its application and may not be construed to amend the underlying zone or its requirements for any other purpose. This modification applies only to the Subject Lots in their entirety as currently configured. It does not apply to any other portion of the Property, nor shall it apply to any partial lot resulting from a future subdivision, boundary line adjustment, or other reconfiguration of a Subject Lot, including any adjustments in final plat approval process except as approved by City staff. In the event any Subject Lot is reconfigured except as provided by this Section, the minimum lot size for any resulting parcel shall revert to the standard required by the underlying zone.

6. Subject to the Developer’s compliance with the terms of this Agreement, the City hereby waives the fee in lieu related to parks required by GLUDMC Section 21.1.15. See **Exhibit C**.

7. Perimeter Fencing. Developer shall, at its sole cost and expense, construct and install a continuous six (6) foot tall tan vinyl privacy fence around the perimeter of the Subdivision. The fence shall be installed prior to the City's acceptance of the public improvements or the recording of the final plat for the applicable phase, unless otherwise approved in writing by the City. The fence shall be constructed in a good and workmanlike manner and maintained by the applicable property owner(s) or homeowners' association, if one is established. Any modifications to the fence design or location shall require prior written approval from the City.

Agenda Item # 14

Consideration of Resolution 2026-54
awarding the contract for the Apple
Street Water Line Replacement Project to
Forge Industrial



**GRANTSVILLE CITY
RESOLUTION NO. 2026-54**

**A RESOLUTION AWARDING THE CONTRACT FOR THE APPLE STREET WATER
LINE REPLACEMENT PROJECT TO FORGE INDUSTRIAL AND AUTHORIZING
THE MAYOR TO EXECUTE THE NECESSARY CONTRACT DOCUMENTS**

Be it resolved by the City Council of Grantsville City, Utah as follows:

WHEREAS, Grantsville City has determined that replacement of the existing water line along Apple Street is necessary to improve the reliability, safety, and long-term operation of the City's culinary water system; and

WHEREAS, Grantsville City has been awarded a Community Development Block Grant (CDBG) in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) to assist in funding the Apple Street Water Line Replacement Project; and

WHEREAS, the Project was publicly advertised for competitive bids, and sealed bids were opened on June 17, 2026; and

WHEREAS, following review of the bids received, City staff determined that Forge Industrial submitted the lowest responsive and responsible bid in the amount of Two Hundred Seventy-Three Thousand Eight Hundred Fifty-Three Dollars and Ten Cents (\$273,853.10) and recommends award of the construction contract accordingly; and

WHEREAS, because the Project is funded in part through a federal Community Development Block Grant, the construction contract shall comply with all applicable federal requirements, including the Build America, Buy America Act (BABA) and the Davis-Bacon Act, together with all other applicable federal, state, and local laws, regulations, and grant conditions;

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

Section 1. Award of Contract: The City Council hereby awards the contract for the Apple Street Water Line Replacement Project to Forge Industrial in the amount of \$273,853.10, subject to execution of the Construction Agreement and all required contract documents.

Section 2. Federal Grant Compliance: The Project shall be administered in accordance with the requirements of the Community Development Block Grant (CDBG) program and all applicable federal, state, and local laws and regulations, including compliance with the Build America, Buy America Act (BABA), the Davis-Bacon Act, and all applicable grant requirements.

Section 3. Authorization: The Mayor is hereby authorized to execute the Construction Agreement and any other documents, certifications, change orders, or agreements necessary to



carry out and complete the Apple Street Water Line Replacement Project, subject to review and approval as to legal form by the City Attorney.

Section 4. Project Modifications: The Mayor is hereby authorized to execute change orders, contract modifications, amendments, and other documents necessary to complete the Apple Street Water Line Replacement Project, including adjustments reasonably required to address unforeseen field conditions, utility conflicts, regulatory requirements, or other circumstances encountered during construction, provided sufficient funds have been appropriated and all applicable federal, state, and local requirements are satisfied.

Section 5. Effective Date: This resolution shall take effect immediately upon its passage and approval as provided by law.

Section 6. Severability clause: If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 15TH DAY OF JULY, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Heidi Hammond

ATTEST

Alicia Fairbourne, City Recorder



Exhibit “A”

Forge Industrial – Apple Street Water Line Replacement Bid Schedule

00 42 00 - BID SCHEDULES (Rev. 1)
APPLE STREET WATER LINE REPLACEMENT

BASE BID					
Item	Description	Unit	Qty	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 21,577.34	\$ 21,577.34
2	Construction Traffic Control	LS	1	\$ 3,642.66	\$ 3,642.66
3	Erosion Control	LS	1	\$ 2,869.86	\$ 2,869.86
4	Sawcut and Removal of Asphalt, Curb and Gutter, Sidewalk, and Waterway	SF	5,859	\$ 2.41	\$ 14,120.19
5	Remove Fire Hydrant and Salvage to City	EA	2	\$ 198.24	\$ 396.48
6	8-inch Diameter DR-18 C-900 PVC Drinking Water Line	LF	928	\$ 73.46	\$ 68,170.88
7	Pipe Connection (1/C-200)	LS	1	\$2055.26	\$ 2,055.26
8	Pipe Connection (Sta: 0+28 /C-200)	LS	1	\$1,169.63	\$ 1,169.63
9	Pipe Connection (Sta: 1+00 RT 21.31' /C-200)	LS	1	\$ 1,615.09	\$ 1,615.09
10	Pipe Connection (Sta: 9+35 /C-201)	LS	1	\$ 1,169.63	\$ 1,169.63
11	APWA 4-Foot Waterway	LF	6	\$ 88.50	\$ 531.00
12	Concrete Sidewalk	SF	16	\$ 224.14	\$ 3,586.24
13	8-inch Diameter 45 Degree DI RJ MJ Bend	EA	2	\$778.61	\$ 1,557.22
14	Fire Hydrant Assembly (Complete)	EA	3	\$9,299.28	\$ 27,897.84
15	0.75-inch Drinking Water Service Installed Using Conventional Open Trench Methods	EA	10	\$2,228.61	\$ 22,286.10
16	0.75-inch Drinking Water Service Installed Using Trenchless Methods	EA	9	\$ 6,122.43	\$ 55,101.87
17	APWA Type A Curb and Gutter	LF	52	\$ 149.05	\$ 7,750.60

Item	Description	Unit	Qty	Unit Price	Total Cost
18	Pavement Restoration	SF	5,689	\$3.90	\$ 22,187.10
19	Striping	LS	1	\$ 2,212.50	\$2,212.50
20	Landscape and Irrigation Restoration	LS	1	\$7,424.56	\$7,424.56
21	Flush, Disinfection, and Pressure Test of Water Line	LS	1	\$1,888.93	\$ 1,888.93
22	Inspections and Testing	LS	1	\$4,642.12	\$ 4,642.12
TOTAL BASE BID - BID AMOUNT					\$ 273,853.10
TOTAL BASE BID- BID AMOUNT (WRITTEN)		Two Hundred Seventy-Three Thousand Eight Hundred Fifty-Three Dollars and Ten Cents			

The Contractor must complete all bid items to be considered responsive

Agenda Item # 15

Consideration of Ordinance 2026-26
approving amendments to Chapter 7-3 of
the Grantsville City Code regarding
definitions and regulations for cross
connections and dual source connections



**GRANTSVILLE CITY
ORDINANCE NO. 2026-26**

**AN ORDINANCE OF GRANTSVILLE CITY APPROVING AMENDMENTS TO
CHAPTER 7-3 OF THE GRANTSVILLE CITY CODE REGARDING DEFINITIONS
AND REGULATIONS FOR CROSS CONNECTIONS AND DUAL SOURCE
CONNECTIONS**

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

WHEREAS, Grantsville City Council has adopted regulations governing the City water system and cross connection control requirements within Chapter 7-3 of the Grantsville City Code; and

WHEREAS, the City desires to amend Section 7-3-6 Definitions to clarify the definition of “Cross Connection,” add a definition for “Dual Source Connection,” and remove the blank subsection labeled “A.”; and

WHEREAS, the City further desires to amend Section 7-3-7 Regulations to add additional protections and requirements relating to dual source connections; and

WHEREAS, the Grantsville City Council finds that these amendments are necessary to protect the public water system and promote the health, safety, and welfare of the residents of Grantsville City;

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

Section 1. Amendment to Section 7-3-6 Definitions: Section 7-3-6 of the Grantsville City Code is hereby amended as follows:

1. The blank subsection labeled “A.” is hereby removed.
2. The definition of “Cross Connection” is hereby repealed and replaced with the following:

“Cross Connection: Any actual or potential connection between the public water system or the consumer’s water system and any other source or auxiliary supply through which it is possible to introduce anything else. This would include temporary conditions, such as dual source connections, swing connections, removable sections, four way plug valves, spools, dummy sections of pipe, swivel or change-over devices, sliding multiport tubes, or other plumbing arrangements.”

3. The following definition is hereby added to Section 7-3-6:



“Dual Source Connection: A pipe that is installed so that either the nonpotable (i.e. secondary) irrigation water or the potable water is connected to a pressurized irrigation system one at a time, but not both at the same time; or a pipe that is installed so that either the potable water or private well water is connected to a residence at one time, but not the same time.”

Section 2. Amendment to Section 7-3-7 Regulations: Section 7-3-7 of the Grantsville City Code is hereby amended to add the following subsection as subsection (8):

“(8) Dual source connections shall be protected by a Reduced Pressure Principle Assembly. Any dual source connection found in violation of this ordinance shall be removed.”

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

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

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

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Heidi Hammond

ATTEST

Alicia Fairbourne, City Recorder

Agenda Item # 16

Council Reports

Agenda Item # 17

Closed Session – (Imminent Litigation,
Real Estate Negotiations, Personnel)

This portion of the meeting is closed to the public pursuant to the Open and Public Meetings Act, UCA § 52-4-205

Agenda Item # 18

Adjourn