



**September 2, 2026**

**City Council Meeting  
Information Packet**

# **Agenda Item # 1**

Public Comment

## **Agenda Item #2**

### **Summary Action Items**

- a. Approval of Minutes from the  
August 19, 2026 City Council  
Regular Meeting
  
- b. Approval of bills

# **Agenda Item #3**

Consideration of Resolution 2026-65  
appointing Shana Nelson to the Historic  
Preservation Committee

## **Agenda Item # 4**

Presentation from the Veterans  
Committee of the Grantsville Veterans  
Memorial Statue, 1<sup>st</sup> Model to Grantsville  
City



# **Agenda Item # 5**

Consideration of Ordinance 2026-27  
approving the Alington Planned Unit  
Development located at approximately  
948 E Main Street (SR-138)



**GRANTSVILLE CITY  
ORDINANCE NO. 2026-27**

**AN ORDINANCE OF GRANTSVILLE CITY APPROVING THE ALINGTON  
PLANNED UNIT DEVELOPMENT (PUD) LOCATED AT APPROXIMATELY 948  
EAST MAIN STREET (SR-138) WITHIN THE MIXED USE (MU) ZONING DISTRICT**

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

**WHEREAS**, the applicant has submitted an application for approval of the Alington Planned Unit Development ("PUD") for approximately 33.67 acres located at approximately 948 East Main Street (SR-138), identified as property within the Mixed Use (MU) Zoning District; and

**WHEREAS**, the purpose of the proposed PUD is to establish the overall development framework for the property, including residential neighborhoods, future commercial development, roadway circulation, open space, pedestrian amenities, utility infrastructure, and development standards; and

**WHEREAS**, the property is designated Mixed Use on the Grantsville City General Plan Future Land Use Map and is zoned Mixed Use (MU), and development within the Mixed Use District is required to utilize the Planned Unit Development process pursuant to the Grantsville Land Use Development and Management Code; and

**WHEREAS**, the proposed PUD includes a mixed-use neighborhood consisting of up to 256 residential dwelling units, future commercial development along SR-138, public streets, private alleys, sidewalks, pedestrian connections, HOA-owned and maintained open space, recreational amenities, public water and sewer infrastructure, storm drainage facilities, RV and contractor parking areas, and phased development; and

**WHEREAS**, the Planning Commission reviewed the proposed Planned Unit Development and determined that it generally supports the objectives of the General Plan, advances the intent of Chapter 12 of the Land Use Development and Management Code, provides housing diversity while preserving opportunities for future commercial development, and is generally consistent with the Mixed Use zoning district and the long-term planning goals of Grantsville City, subject to recommended conditions of approval; and

**WHEREAS**, after considering the recommendation of the Planning Commission, the staff report, the application materials, and all information presented, the Grantsville City Council finds that approval of the Planned Unit Development is in the best interest of the City and the public.

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



**Section 1. Approval:** The Grantsville City Council hereby approves the Alington Planned Unit Development for the property located at approximately 948 East Main Street (SR-138), within the Mixed Use (MU) Zoning District, substantially as depicted on the approved Concept Plan and subject to the conditions set forth in this Ordinance.

**Section 2. Conditions of Approval:** Approval of the Planned Unit Development is subject to the following conditions:

1. The development shall substantially conform to the approved Concept Plan and Planned Unit Development.
2. All public improvements shall comply with applicable Grantsville City Engineering Standards.
3. The applicant shall obtain all required approvals from the Utah Department of Transportation (UDOT) prior to construction of any access onto SR-138.
4. Future subdivision phases shall comply with the approved Planned Unit Development and all applicable City ordinances and regulations.
5. Homeowners Association documents shall establish maintenance responsibilities for all private improvements and common open space.
6. The applicant shall obtain all applicable City, state, and federal permits prior to construction.
7. The applicant shall comply with the recommendations contained within the approved Traffic Impact Study and Geotechnical Investigation.
8. Any future amendments to the Planned Unit Development shall be reviewed in accordance with the Grantsville Land Use Development and Management Code.

**Section 3. Authorization:** The Mayor, City Manager, and other appropriate City officials and staff are hereby authorized and directed to take any reasonable actions and execute any documents necessary to carry out the intent and purposes of this Ordinance and to implement the approval granted herein, consistent with applicable law and City ordinances.

**Section 2. Effective Date:** This Ordinance shall take effect immediately upon its passage and approval as provided by law.

**Section 3. 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 19<sup>TH</sup> DAY OF AUGUST, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



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By Mayor Heidi Hammond

ATTEST

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Alicia Fairbourne, City Recorder



# EXHIBIT “A”

Subdivision Map and Deviation Table



TABULATIONS

|                          |           |
|--------------------------|-----------|
| FLEXBASE =               | 66 UNITS  |
| FLEXFLAT (2 UNITS/BLDG)= | 30 UNITS  |
| FLEXGEN =                | 22 UNITS  |
| FLEXGARAGE =             | 108 UNITS |
| FLEXPREMIUM =            | 30 UNITS  |
| TOTAL UNITS =            | 256 UNITS |

AREA = ±30.25 ACRES  
DENSITY = 8.46 UNITS / ACRE  
COMMERCIAL AREA = ±4.24 ACRES (14%)  
OPEN SPACE AREA = ±6.80 ACRES (22%)

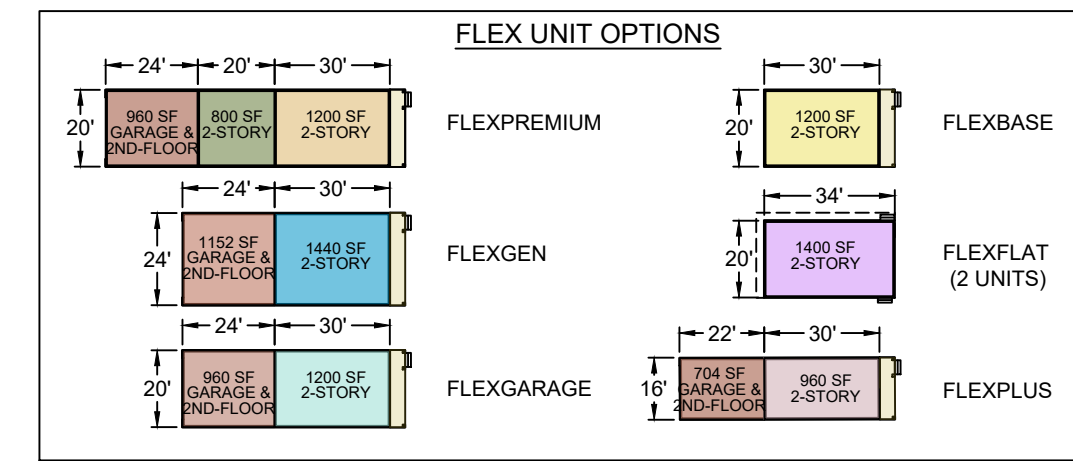
| BASE BUILD | GARAGE | LIVING EXPANSION |
|------------|--------|------------------|
| 1200 SF    | -      | -                |
| 1400 SF    | -      | -                |
| 576 SF     | 576 SF | 576 SF           |
| 1200 SF    | 480 SF | 480 SF           |
| 1200 SF    | 480 SF | 1280 SF          |

RESIDENTIAL PARKING PROVIDED  
STRIPED RESIDENTIAL PARKING = 413 PARKING  
GARAGE PARKING = 330 PARKING  
DRIVEWAY SIDE PARKING = 111 PARKING  
DRIVEWAY PARKING = 246 PARKING  
TOTAL PARKING = 1,100 PARKING

RV/CONTRACTOR PARKING = 38 PARKING

RESIDENTIAL PARKING REQUIREMENTS  
2 PER UNIT (2\*256) = 512 STALLS  
1 STALL VISITOR (FIRST 10) = 10 STALLS  
1 STALL VISITOR PER 2 UNITS (246/2) = 123 STALLS  
TOTAL REQUIRED STALLS = 645 STALLS

ALINGTON SUBDIVISION  
GRANTSVILLE, UTAH

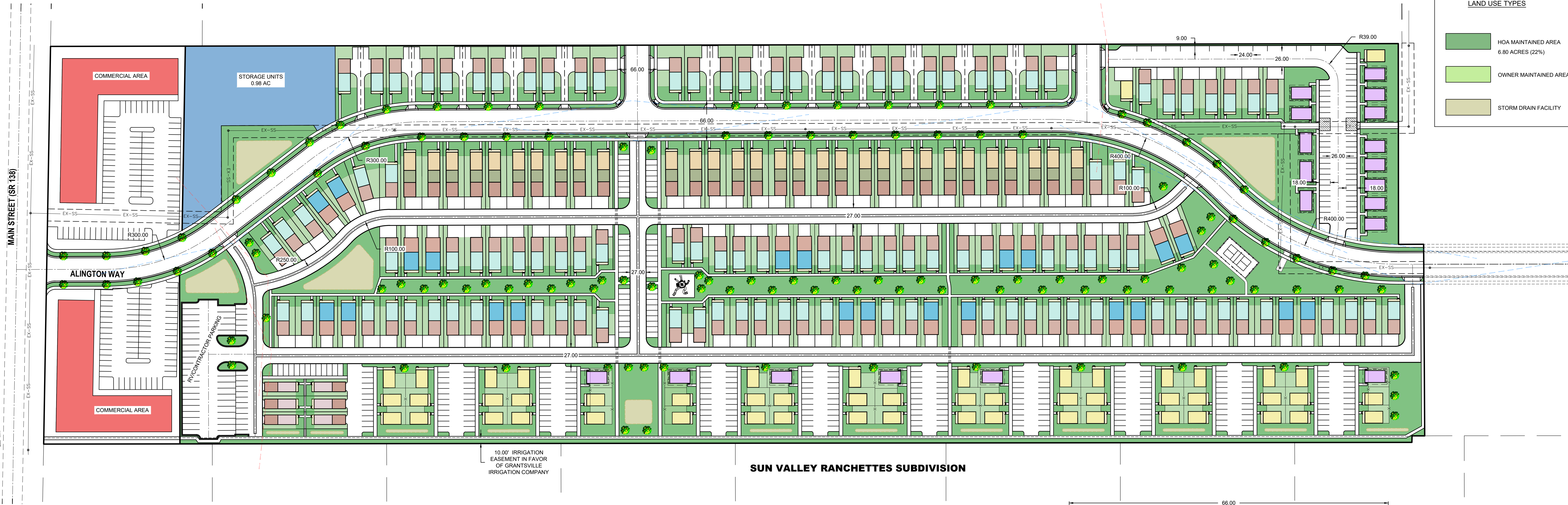


LEGEND

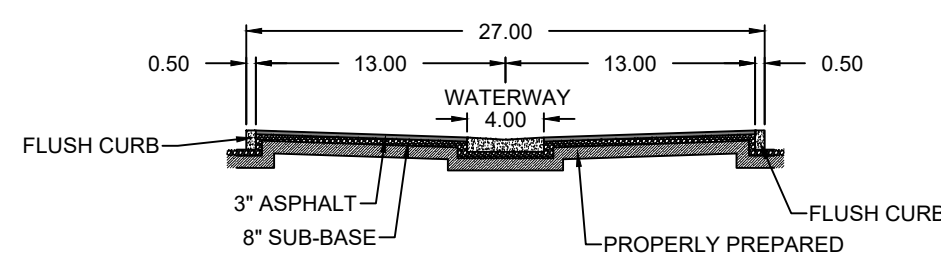
--- SIGHT LINE ACCORDING TO 2018 AASHTO STANDARDS, FIGURE 9-17 (25mph/280' R & 240' L)  
--- SIGHT LINE ACCORDING TO 2018 AASHTO STANDARDS, FIGURE 9-16 (20mph/225' R & 195' L)

LAND USE TYPES

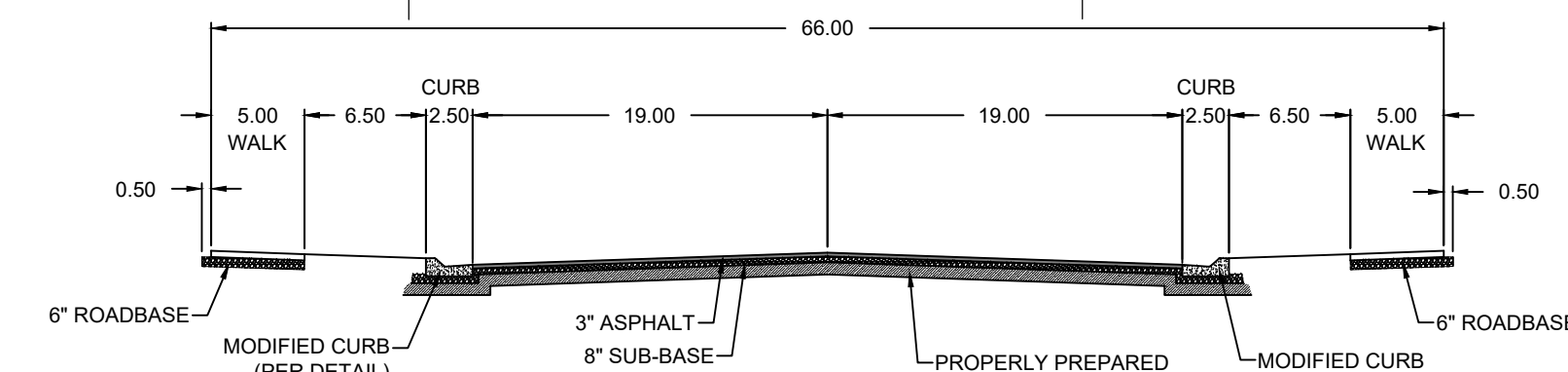
- HOA MAINTAINED AREA  
6.80 ACRES (22%)
- OWNER MAINTAINED AREA
- STORM DRAIN FACILITY



SUN VALLEY RANCHETTES SUBDIVISION

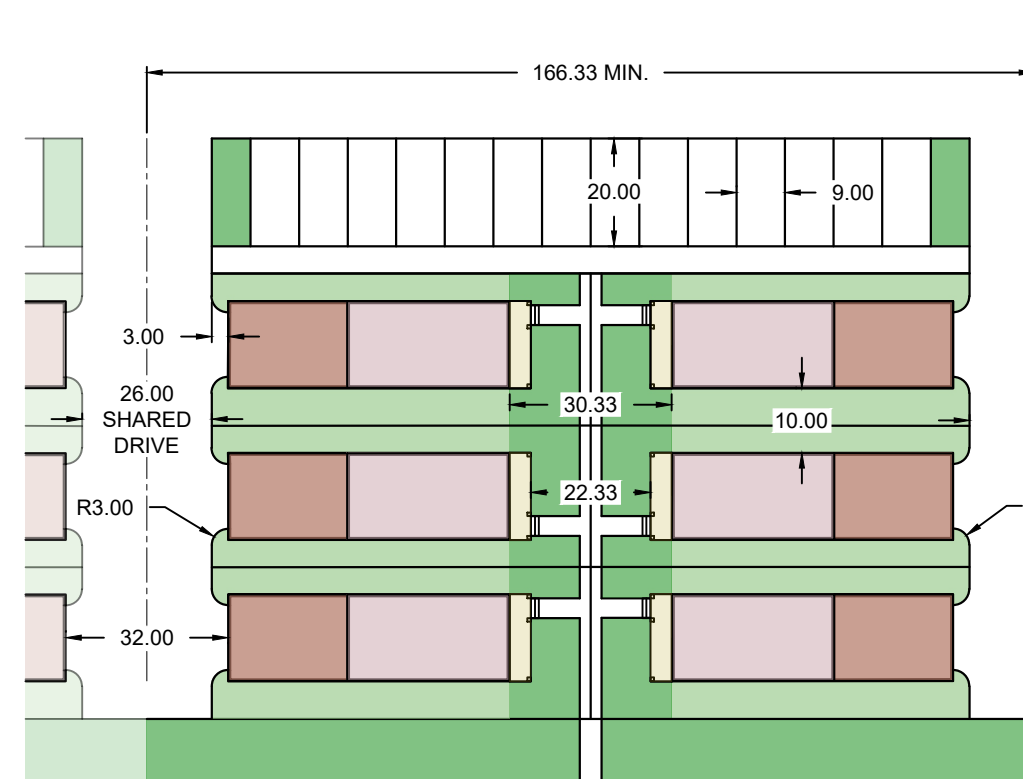
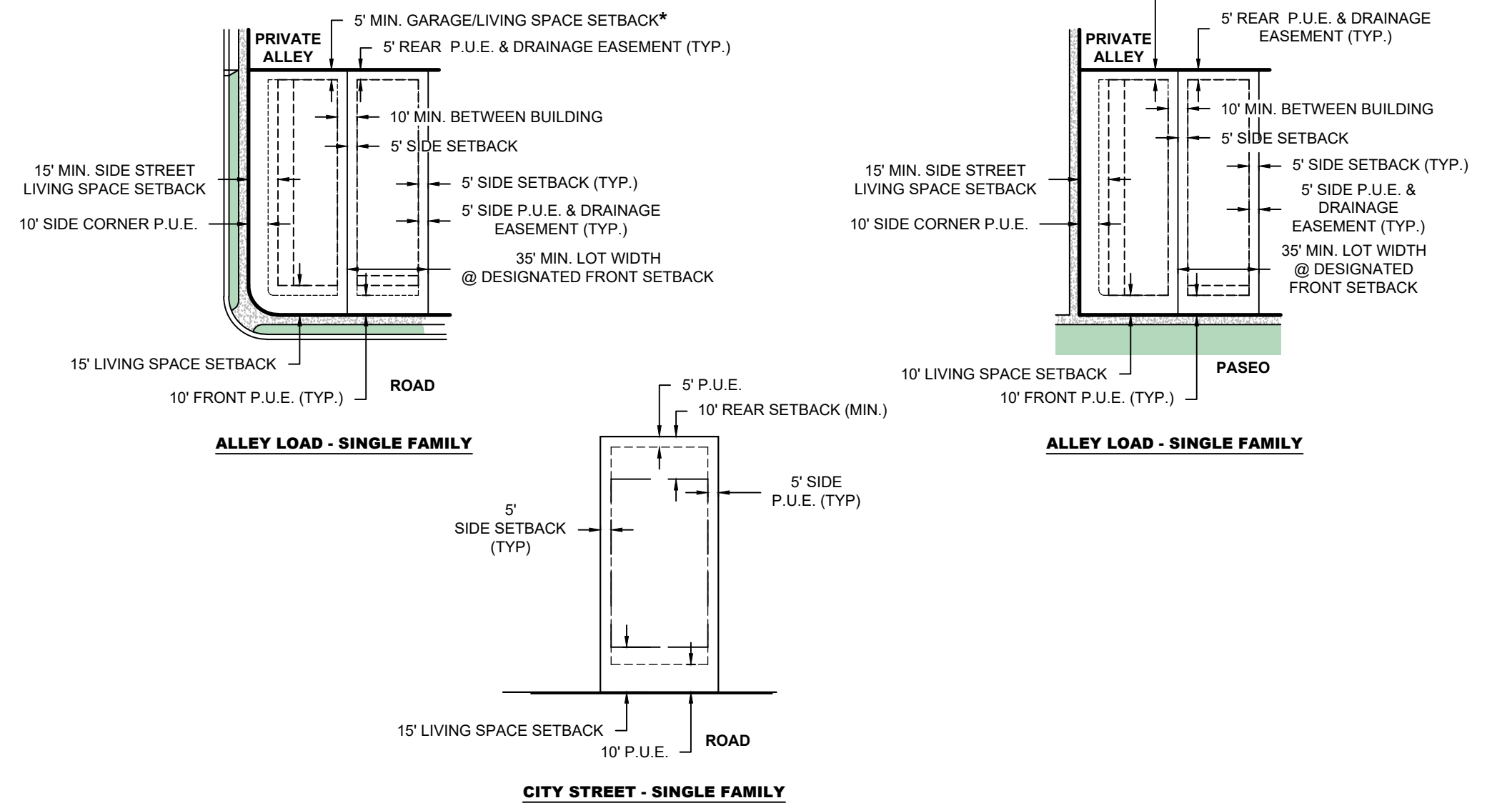


PRIVATE ALLEY

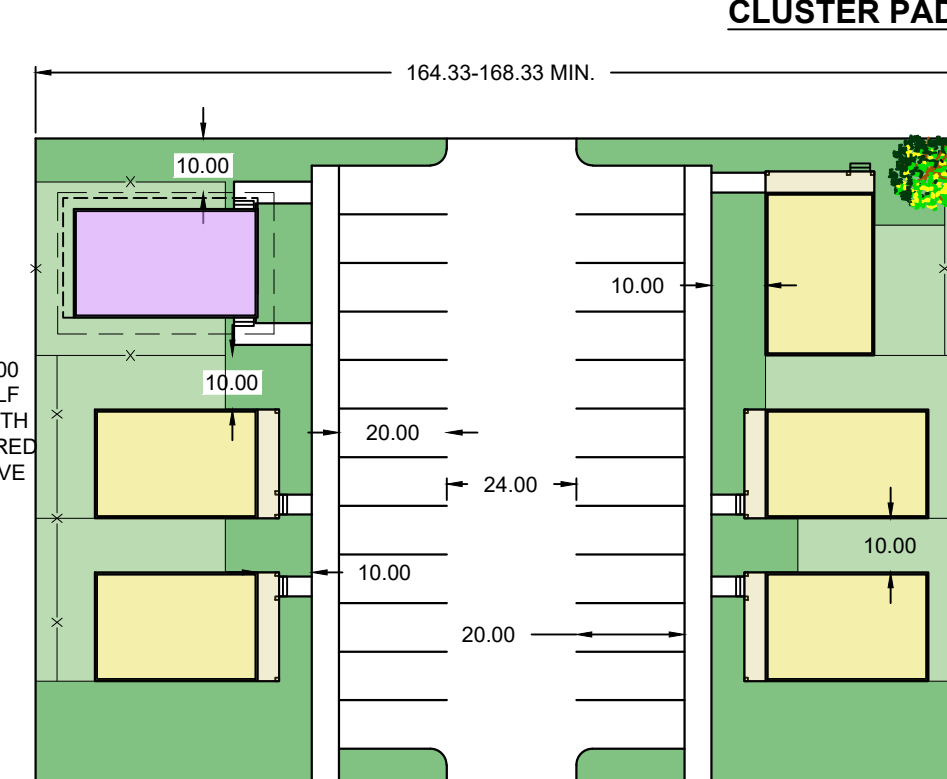


PUBLIC RIGHT-OF-WAY

NO DRIVEWAY ALLOWED BETWEEN 5' & 20'

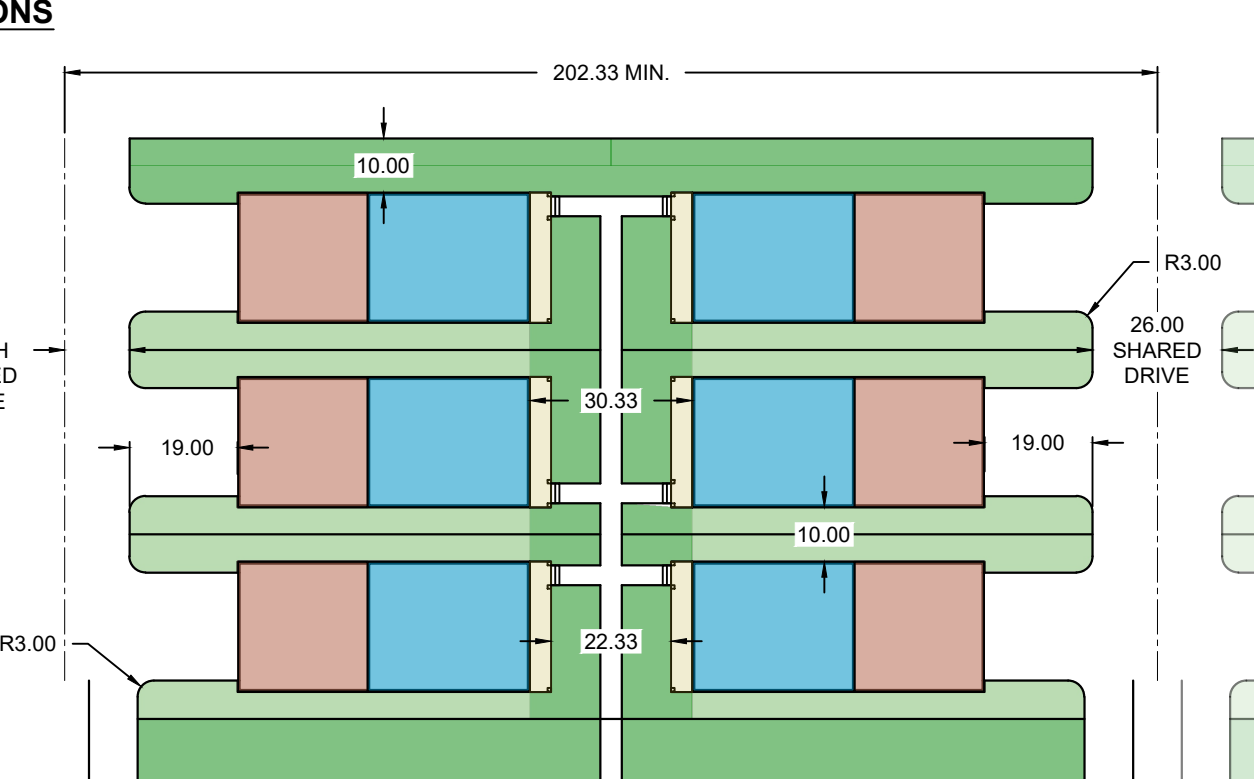


6 FLEXPLUS UNITS  
AREA = 19,747 SF  
DENSITY = 13.24 UNITS/ACRES  
PARKING TOTALS  
GARAGE STALLS = 6.00 STALLS  
SURFACE STALLS = 14 STALLS  
TOTAL STALLS= 3.33 STALLS PER UNIT

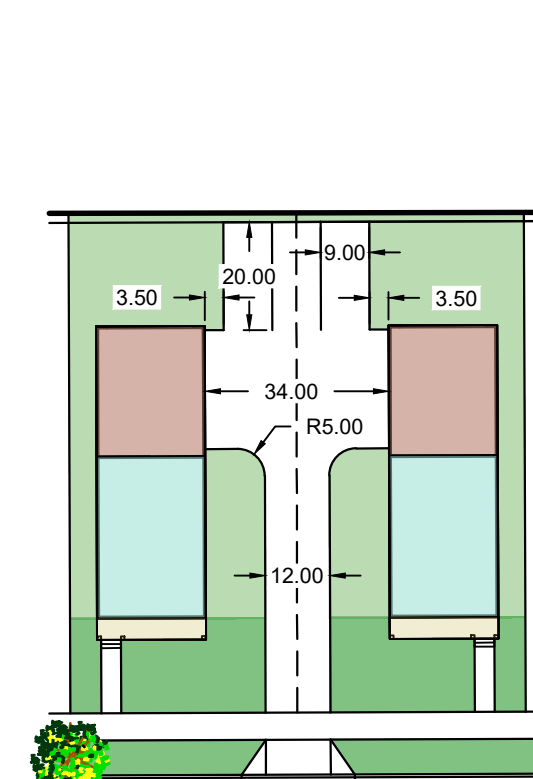


FLEXBASE or FLEXFLAT UNITS  
AREA = 19,746 SF  
DENSITY = 12/24 UNITS/ACRE  
PARKING TOTALS  
GARAGE STALLS = 0.00 STALLS  
SURFACE STALLS = 24 STALLS  
TOTAL STALLS= 2.00-4.00 STALLS PER UNIT

CLUSTER PAD OPTIONS



6 FLEXGEN UNITS  
AREA = 24,312 SF  
DENSITY = 10.75 UNITS/ACRES  
PARKING TOTALS  
GARAGE STALLS = 12.00 STALLS  
SURFACE STALLS = 12.00 STALLS  
TOTAL STALLS= 4.00 STALLS PER UNIT



FLEXGARAGE UNITS w/ SHARED DRIVE

801-798-0555  
www.lei-eng.com

NOT FOR  
CONSTRUCTION

ALINGTON SUBDIVISION  
GRANTSVILLE, UTAH  
CONCEPT PLAN

| REVISIONS |
|-----------|
| 1 -       |
| 2 -       |
| 3 -       |
| 4 -       |
| 5 -       |
| 6 -       |

LEI PROJECT #:  
2025-0018  
DRAWN BY:  
BLS/MJV  
DESIGNED BY:  
GDM  
SCALE:  
1"=80'  
DATE:  
5/12/2026

SHEET

1



| GLUDMC Zoning                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | Flex Home Alington PUD Proposed Deviations                                                                                                                                              |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Base Code Items                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | FlexReady Product Proposal SF Homes 34.14 Acres                                                                                                                                         |
| Chapter 4.34 Multi Unit Residential Development Attached DU |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Chapter 19a Mixed Use District                                                                                                                                          | Chapter 12 PUD                                                                                                                                                                                                                                                                                                                                                               | 19a Mixed Use - Single Family (Detached)                                                                                                                                                |
| Code Category                                               | Code Detail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Code Detail                                                                                                                                                             | Code Detail                                                                                                                                                                                                                                                                                                                                                                  | Application                                                                                                                                                                             |
| Maximum DU Net density 34.14 AC                             | 260.81 SF Attached                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 260.81 SF Attached and 156.48 SF Detached                                                                                                                               | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | 256 Single Family Units Detached                                                                                                                                                        |
|                                                             | 2,400 sq. ft. for attached housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 4,000 SF for single family                                                                                                                                              | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | FlexHouse Min: 1,200-2,175 sq. ft. FlexHouse 1,000-3,000 sq. ft. FlexHouse: 2,523-3,750 sq. ft. Flex Premium 3,820-7,030 sq. ft. Flexplus Max: 1,100 sq. ft. FlexDtl Min: 2,000 sq. ft. |
| Minimum Lot Size                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | 30 feet accommodates alley and side load design                                                                                                                                         |
| Minimum Lot Frontage                                        | 30 feet for attached housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 50 feet single family                                                                                                                                                   | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                         |
| Minimum Yard Setbacks                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | Minimum Yard Setbacks                                                                                                                                                                   |
| Front Yard                                                  | 25 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 25 feet                                                                                                                                                                 | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | Public Road: 15 feet to living space 20 feet to garagePrivate Alley/Parking Access: 10 feet to living space                                                                             |
| Rear Yard                                                   | 20 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 20 feet                                                                                                                                                                 | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | 20 feet for project exteriorPrivate Alley/Parking Access: 5 foot minimum driveway with no parking 20 feet maximum driveway No driveway allowed between 5 and 20 feet                    |
| Building to Building Spacing                                | 30 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                         | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | NA                                                                                                                                                                                      |
| Interior Side Yard                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | 5 feet                                                                                                                                                                                  |
| Corner Side Yard                                            | 25 feet on each side fronting street for sight triangle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 25 feet for fronting street                                                                                                                                             | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | 15 feet to living space or 20 feet to garage with sight triangle verification                                                                                                           |
| Side setback to property boundary                           | 15 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 7.5/10 feet or 15 on both sides                                                                                                                                         | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | 10 feet                                                                                                                                                                                 |
|                                                             | 10%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 25% Landscaping Open Space                                                                                                                                              | Minimum of 20% of the total project area to be used for landscaping or open space. Required stormwater facilities may not be considered as part of the minimum open space. Projects containing a residential component containing more than 4 dwelling units, at least 10% of the total parcel acreage shall be improved, fully landscaped, amenity rich, active open space. | Complies using HOA landscaped and maintained area 6.36 Acres - 22%                                                                                                                      |
| Open Space (part of common area)                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                         |
| Building Coverage                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 50%                                                                                                                                                                     | 50%                                                                                                                                                                                                                                                                                                                                                                          | 60%                                                                                                                                                                                     |
| Parking                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | Parking                                                                                                                                                                                 |
| Per Unit                                                    | 2 per unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CH 4.34 and 6 of GLUDMC                                                                                                                                                 | CH 4.34 and 6 of GLUDMC                                                                                                                                                                                                                                                                                                                                                      | 1,100 = 4.29 stalls per unit                                                                                                                                                            |
| RV parking                                                  | CH 6 of GLUDMC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | CH 4.34 and 6 of GLUDMC                                                                                                                                                 | CH 4.34 and 6 of GLUDMC                                                                                                                                                                                                                                                                                                                                                      | 38 Parking stalls                                                                                                                                                                       |
| Striped/Visitor Parking                                     | 1 per unit (first 10) than 0.5/unit, <200 ft away from units. 127 visitor stalls required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | CH 4.34 and 6 of GLUDMC 127 visitor stalls required                                                                                                                     | CH 4.34 and 6 of GLUDMC 127 visitor stalls required                                                                                                                                                                                                                                                                                                                          | 413 Parking stalls                                                                                                                                                                      |
| Total                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | 1,138 Total                                                                                                                                                                             |
| Other                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | Other                                                                                                                                                                                   |
| Landscaping                                                 | Ch 9 of GLUDMC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Ch 9 of GLUDMC                                                                                                                                                          | Ch 9 of GLUDMC                                                                                                                                                                                                                                                                                                                                                               | 6.36 Acres - 22%                                                                                                                                                                        |
| ADA accessible                                              | Ground floor units                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CH 4.34 of GLUDMC                                                                                                                                                       | CH 4.34 of GLUDMC                                                                                                                                                                                                                                                                                                                                                            | Complies                                                                                                                                                                                |
|                                                             | See Chapter 19a and Chapter 12 PUD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | All properties developed under the Mixed Use District that are one acre or greater shall include at least 50% of the land area as commercial fronting the major street. | All PUD Districts that are one acre or greater shall include at least 25% of the land area as a commercial use, which may be reduced by the City Council in its full discretion.                                                                                                                                                                                             | 4.42 acres                                                                                                                                                                              |
| Commercial Component                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                         |
| Minimum Dwelling Size                                       | 900 square feet of living space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 900 square feet of living space                                                                                                                                         | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | 900 square feet of living space                                                                                                                                                         |
| Buffering                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Ch 9 of GLUDMC                                                                                                                                                          | For lots against the lot boundary, or a passive-use landscaped buffer of at least 30' feet wide containing trees and privacy fencing shall be included.                                                                                                                                                                                                                      | 7 feet                                                                                                                                                                                  |
|                                                             | PUD Districts that do not seek to increase the overall density allowed within the most restrictive of the underlying district for the applicable residential unit type may be eligible for a reduction in any moderate-income housing element requirements. For residential projects requesting increases in density, at least 50% of the requested additional units shall: (i) Be owner occupied for not less than 10 years; (ii) Be reserved for occupancy by households with gross household income equal to or less than 80% of the median gross income for households of the same size in the County; and (iii) Be subject to deed-restrictions or similar recorded documents in a form acceptable to the City Attorney to assure these conditions are enforced. |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | Asking for 256 SF DU, code allows 156.48 SF DU, 100 would be 50%, 50 DU would need to be dedicated and deed restricted to MIH                                                           |
| MIH                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                         |
| Public Utility Easement 21.6.8                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 7.5 feet sides and rear - 10 feet front                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                              | 5 feet front, sides, and rear PUD/DE                                                                                                                                                    |

## **Agenda Item # 6**

Consideration of Resolution 2026-62  
approving a Master Development  
Agreement for the Alington Flex Homes  
Planned Unit Development located at  
approximately 948 E Main Street  
(SR-138)





**GRANTSVILLE CITY  
RESOLUTION NO. 2026-62**

**A RESOLUTION APPROVING A MASTER DEVELOPMENT AGREEMENT FOR  
THE ALINGTON FLEX HOMES PLANNED UNIT DEVELOPMENT LOCATED AT  
APPROXIMATELY 948 EAST MAIN STREET (SR-138)**

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

**WHEREAS**, the owner/applicant has submitted a proposed Master Development Agreement ("Agreement") for the Alington Flex Homes Planned Unit Development ("Project"), consisting of approximately 33.67 acres located at approximately 948 East Main Street (SR-138); and

**WHEREAS**, the Project has previously received approvals for a Preliminary Plat and a Planned Unit Development, and following amendments to Chapter 12 of the Grantsville Land Use Development and Management Code, the applicant submitted an updated Planned Unit Development together with the proposed Master Development Agreement; and

**WHEREAS**, the proposed Agreement is authorized by Utah Code Title 10, Chapter 20, Development Agreements, and Chapter 12 of the Grantsville Land Use Development and Management Code, and establishes the respective rights and obligations of the Developer and Grantsville City regarding future development of the Project; and

**WHEREAS**, the Agreement establishes a comprehensive framework governing future phases of development, including development standards, public infrastructure improvements, utility service requirements, open space requirements, reimbursement obligations, project phasing, maintenance responsibilities, and procedures for future amendments; and

**WHEREAS**, the Agreement requires the Developer to construct the public improvements necessary to serve the Project, provides for the establishment of a Homeowners Association to maintain private improvements and common open space, and includes reimbursement provisions for regional sewer improvements; and

**WHEREAS**, the Planning Commission reviewed the proposed Master Development Agreement and forwarded a recommendation to the City Council for approval; and

**WHEREAS**, the City Council has reviewed the proposed Agreement and finds that approval of the Agreement is consistent with the Grantsville Land Use Development and Management Code and is in the best interest of Grantsville City.

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



**Section 1. Approval:** The City Council hereby approves the Master Development Agreement for the Alington Flex Homes Planned Unit Development, attached hereto as Exhibit A and incorporated herein by this reference, subject to the conditions contained therein and any conditions of approval imposed by the City Council.

**Section 2. Recording:** Following execution by the parties, the Master Development Agreement shall be recorded with the Tooele County Recorder's Office in accordance with its terms and applicable law.

**Section 3. Authorization:** The Mayor, City Manager, and other appropriate City officials and staff are hereby authorized and directed to take any reasonable actions and execute any documents necessary to carry out the intent and purposes of this Resolution and to implement the approval granted herein, consistent with applicable law and City ordinances.

**Section 2. Effective Date:** This resolution shall take effect immediately upon its passage and approval as provided by law.

**Section 3. 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 19TH DAY OF AUGUST, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

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

ATTEST

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



# EXHIBIT “A”

Master Development Agreement



## **STAFF REPORT**

**To:** Grantsville City Planning Commission  
**From:** Shelby Moore, Zoning Administrator  
**Meeting Date:** July 7, 2026  
**Public Hearing Date:** July 7, 2026

**Re:** The applicant is requesting a recommendation from the Planning Commission to the Grantsville City Council for approval of a proposed Master Development Agreement (MDA) for the Alington Flex Homes Planned Unit Development located on approximately 33.67 acres at 948 East Main Street (SR-138).

The Master Development Agreement establishes the contractual obligations between the Developer and Grantsville City regarding future development of the property, including development standards, infrastructure construction, utility service, reimbursement obligations, open space requirements, phasing, and long-term maintenance responsibilities. The agreement is intended to govern all future phases of the project and will be recorded against the property upon approval.

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## **BACKGROUND**

The Alington property has been before the Planning Commission and City Council on several occasions since 2022.

A Preliminary Plat was approved in 2022, followed by approval of a Planned Unit Development in 2023 under the previous provisions of the City's Mixed Use zoning regulations.

Following the City's adoption of substantial amendments to Chapter 12 of the Grantsville Land Use Development and Management Code in 2025, the applicant redesigned the project and submitted an updated Planned Unit Development together with a proposed Master Development Agreement.

The purpose of the Master Development Agreement is to provide a comprehensive framework governing future development of the property and to ensure consistency throughout all future subdivision phases.

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*\*\* 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.*

## PURPOSE OF THE MASTER DEVELOPMENT AGREEMENT

The proposed agreement is authorized under Utah Code §10-20 (Development Agreements) and Chapter 12 of the Grantsville Land Use Development and Management Code.

The agreement is intended to:

- Establish the approved development framework.
- Define developer obligations.
- Establish project-specific development standards.
- Coordinate construction of public infrastructure.
- Establish utility service requirements.
- Define open space requirements.
- Establish reimbursement obligations.
- Provide procedures for future amendments.
- Create vested development rights consistent with Utah law.

Once recorded, the agreement becomes a covenant running with the land and is binding upon future owners and successors.

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## SUMMARY OF THE AGREEMENT

The proposed Master Development Agreement addresses the following major components:

### **Project Description**

The agreement governs development of approximately 33.67 acres consisting of the Alington Flex Homes Planned Unit Development.

The project includes:

- Up to 256 Single Family Homes.
- Commercial development along SR-138.
- Public streets.
- Private alleys.
- HOA-maintained open space.
- Utility infrastructure.
- Multiple phases of development.

### **Development Standards**

*\*\* 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.*

The agreement establishes project-specific development standards through Exhibit C while requiring compliance with all applicable City ordinances except where specifically modified through the Planned Unit Development process.

Any development standards not modified by the agreement remain subject to the Grantsville Land Use Development and Management Code.

## **Development Review**

Prior to issuance of building permits, each phase must undergo Development Review by the City to verify substantial compliance with the approved Master Development Agreement, engineering standards, and applicable City regulations.

## **Infrastructure Improvements**

The Developer is responsible for constructing all public improvements necessary to serve the development, including:

- Streets.
- Sidewalks.
- Water.
- Sewer.
- Storm drainage.
- Landscaping.
- Utilities.
- Street lighting.

The agreement also establishes bonding requirements, inspection procedures, warranty obligations, and acceptance procedures for public improvements.

## **Open Space**

The agreement requires a minimum of **20 percent** of the total project acreage to remain as open space.

Open space may consist of landscaped common areas, parks, trails, recreation areas, and other qualifying amenities as outlined within the agreement.

Maintenance of private open space will be the responsibility of the Homeowners Association.

## **Homeowners Association**

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

The agreement requires the establishment of a Homeowners Association responsible for maintaining:

- Common open space.
- Landscaping.
- Recreational amenities.
- Private improvements.
- Other HOA-owned facilities.

Should the HOA fail to perform its obligations, the agreement provides mechanisms allowing the City to enforce maintenance responsibilities under specified circumstances.

### **Sewer Reimbursement**

The agreement incorporates reimbursement provisions associated with regional sewer improvements previously constructed by the Grantsville City Redevelopment Agency.

The Developer is required to reimburse the RDA **\$495,325**, with a minimum payment of **\$2,021.73** collected prior to or concurrently with each residential building permit until the obligation has been satisfied.

The agreement further authorizes the City to withhold the final ten building permits until the reimbursement obligation has been paid in full unless an alternative payment schedule is approved by the City.

### **Water and Sewer Service**

The agreement incorporates a Water and Sewer Service Agreement establishing the responsibilities of both the City and the Developer regarding extension of culinary water and sanitary sewer infrastructure, inspection requirements, utility acceptance, and service conditions.

### **Vested Rights**

Upon approval, the agreement provides vested development rights consistent with Utah's Development Agreement Act while preserving the City's authority to adopt future health, safety, and welfare regulations as permitted by law.

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## **STAFF ANALYSIS**

Staff finds the proposed Master Development Agreement establishes a comprehensive framework for future development of the Alington Planned Unit Development.

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



The agreement clearly identifies the responsibilities of both the Developer and the City while providing certainty regarding future infrastructure construction, development standards, utility service, reimbursement obligations, maintenance responsibilities, and project phasing.

Staff also finds that recording the agreement will provide long-term consistency for future subdivision phases and reduce uncertainty regarding future development obligations.

Prior to City Council approval, Staff recommends the following administrative revisions:

- Complete all remaining exhibits referenced within the agreement.
- Ensure consistency between the Master Development Agreement, Concept Plan, and Planned Unit Development regarding residential unit counts and development statistics.
- Confirm that all cross-references and exhibit numbers are correct prior to recording.
- Verify that all approval dates, ordinance numbers, and signature blocks are completed before execution.

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## STAFF FINDINGS

Staff finds that:

1. The proposed Master Development Agreement is consistent with Chapter 12 of the Grantsville Land Use Development and Management Code.
2. The agreement establishes a comprehensive framework for future development of the property.
3. The agreement clearly defines the responsibilities of both the City and the Developer.
4. The agreement establishes appropriate requirements for construction of public infrastructure.
5. The agreement provides for long-term maintenance of common open space through a Homeowners Association.
6. The agreement establishes appropriate reimbursement provisions for regional sewer improvements.
7. The agreement establishes procedures for future development review and project phasing.
8. Subject to the recommended conditions of approval, the agreement is in the best interest of Grantsville City.

## CONDITIONS OF APPROVAL



Staff recommends the following conditions:

1. The development shall substantially conform to the approved Master Development Agreement and Concept Plan.
2. All exhibits referenced within the Master Development Agreement shall be adhered to.

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

3. The final residential unit count shall be consistent throughout all project documents.
4. All public improvements shall comply with Grantsville City Engineering Standards.
5. The applicant shall obtain all required UDOT approvals prior to construction of access onto SR-138.
6. Future subdivision phases shall comply with the approved Planned Unit Development and Master Development Agreement.
7. HOA documents shall clearly establish maintenance responsibilities for all private improvements and common open space.
8. All applicable City, state, and federal permits shall be obtained prior to construction.
9. The applicant shall comply with the recommendations contained within the approved Traffic Impact Study and Geotechnical Investigation.
10. Any future amendments to the Planned Unit Development or Master Development Agreement shall require review in accordance with the Land Use Development and Management Code.
11. All public improvements shall comply with Grantsville City Engineering Standards.
12. Future subdivision phases shall comply with the approved Master Development Agreement.
13. The agreement shall be recorded with the Tooele County Recorder following City Council approval.

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

**WHEN RECORDED, RETURN TO:**

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

**COVER AND PROJECT INFORMATION SHEET**

**FOR GRANTSVILLE CITY MASTER DEVELOPMENT AGREEMENT**

made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2026.

**Between the “Developer”:**

Ironwood Real Estate, LLC (Joseph White)  
359 Investments, LLC (Kyle Olsen)

**and the “City”:**

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

**for the following Project:**

Name: Alington Flex Homes PUD  
Project Location: 948 E Main Street, Grantsville, Utah 84029  
Type: Planned Unit Development Single Family Homes  
Description (detailed): 256 Single Family Homes with 4.24 acres of Commercial  
Pads fronting SR-138 and 6.80 acres of open space.

**Underlying Zone(s):** Mixed Use

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

**Developer Contact:** Joseph White  
[8303642@gmail.com](mailto:8303642@gmail.com)  
435-830-3642

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

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

**GRANTSVILLE CITY**

**MASTER DEVELOPMENT AGREEMENT**

**FOR**

**ALINGTON FLEX HOMES PUD**

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 33.67 Acres, identified as Tooele County Parcel No. 01-059-0-0040, 01-059-0-00R1, and 01-059-0-0039 and is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Property**”); and

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

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

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, in March 2021, Ironwood Development, the developer of the above-referenced property, entered into the “**Sewer Development Agreement**” under which Ironwood Development agreed to reimburse the Grantsville City Redevelopment Agency approximately \$495,325.00 including a 7% annual escalation rate (“**Ironwood Share**”) to connect 255 units to the newly constructed 18-inch to 21-inch sewer trunk line running through the property pursuant to the attached agreement. Grantsville City approved the connection, payment and agreement; subsequently, Ironwood Development reneged on the agreement and refused to sign it or pay the agreed upon amount. RG Lakeview, LLC (another party to the Sewer Development Agreement) does not oppose the housing development but requests that the City require Ironwood Development to make the agreed-upon payment to the Grantsville RDA.

WHEREAS, the City Planning Commission held a duly noticed public hearing, and subsequently recommended approval of the application for the Project on July 7, 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 # 256 Single Family Homes 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 \_\_\_\_\_, 20\_\_.

**CITY ACCEPTANCE**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

Approval as to Form:

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

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

**DEVELOPER ACCEPTANCE**

IRONWOOD REAL ESTATE, LLC

\_\_\_\_\_  
By: Joseph White

Its: \_\_\_\_\_

STATE OF UTAH                    )  
                                              :ss.

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me Joseph White, who being by me duly sworn, did say that he is the Manager of Ironwood Real Estate, LLC a Utah 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: \_\_\_\_\_

359 INVESTMENTS, LLC

\_\_\_\_\_  
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 Manager of 359 Investments, 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: \_\_\_\_\_

**Exhibit A**

***Legal Description of Property***

01-059-0-0040 (Ironwood Real Estate)

COM AT SE COR OF E 1/2 OF SW 1/4 OF SEC 33, T2S, R5W, SLM, N 40 CHS, W 10 CHS, S 40 CHS, E 10 CHS TO BEG, EX 4 AC TO C R FAWSON & 2 AC ROAD, CONT 34 AC M/L 34.00 AC----LESS 11.5 AC (WD #562212) BALANCE OF 5-65-15 AFTER 5-65-32 FOR 2022 YEAR. 22.5 AC-

01-059-0-0039 (359 Investments)

THE SOUTH 1/3 OF THE FOLLOWING DESCRIBED: COM AT SE COR OF E 1/2 OF SW 1/4 OF SEC 33, T2S, R5W, SLM, N 40 CHS, W 10 CHS, S 40 CHS, E 10 CHS TO BEG, EX 4 AC TO C R FAWSON & 2 AC ROAD, CONT 34 AC M/L 34.00 AC OUT OF 5-65-15 FOR 2022 YEAR. 11.5 AC

**Exhibit B**

***Depiction of Project***

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



TABULATIONS

|                          |           |
|--------------------------|-----------|
| FLEXBASE =               | 66 UNITS  |
| FLEXFLAT (2 UNITS/BLDG)= | 30 UNITS  |
| FLEXGEN =                | 22 UNITS  |
| FLEXGARAGE =             | 108 UNITS |
| FLEXPREMIUM =            | 30 UNITS  |
| TOTAL UNITS =            | 256 UNITS |

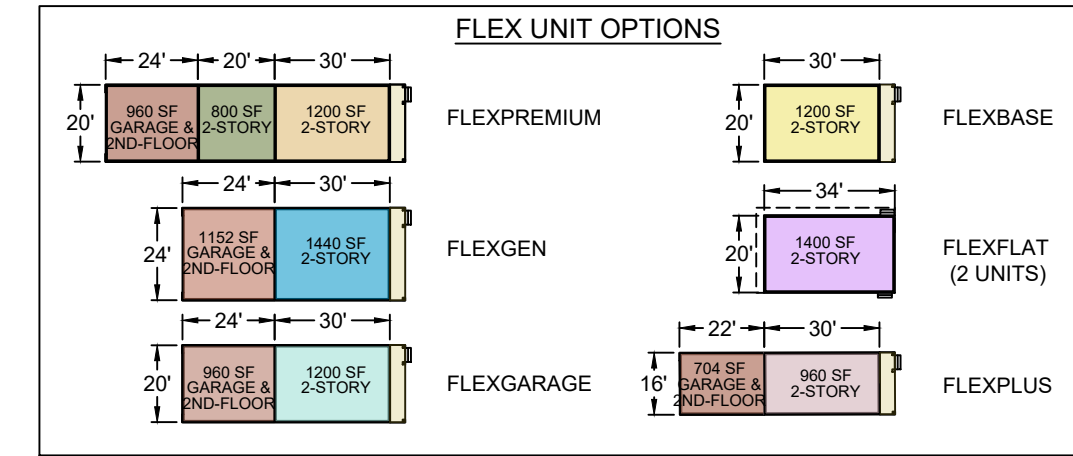
AREA = ±30.25 ACRES  
DENSITY = 8.46 UNITS / ACRE  
COMMERCIAL AREA = ±4.24 ACRES (14%)  
OPEN SPACE AREA = ±6.80 ACRES (22%)

| BASE BUILD | GARAGE | LIVING EXPANSION |
|------------|--------|------------------|
| 1200 SF    | -      | -                |
| 1400 SF    | -      | -                |
| 576 SF     | 576 SF | 576 SF           |
| 1200 SF    | 480 SF | 480 SF           |
| 1200 SF    | 480 SF | 1280 SF          |

RESIDENTIAL PARKING PROVIDED  
STRIPED RESIDENTIAL PARKING = 413 PARKING  
GARAGE PARKING = 330 PARKING  
DRIVEWAY SIDE PARKING = 111 PARKING  
DRIVEWAY PARKING = 246 PARKING  
TOTAL PARKING = 1,100 PARKING  
RV/CONTRACTOR PARKING = 38 PARKING

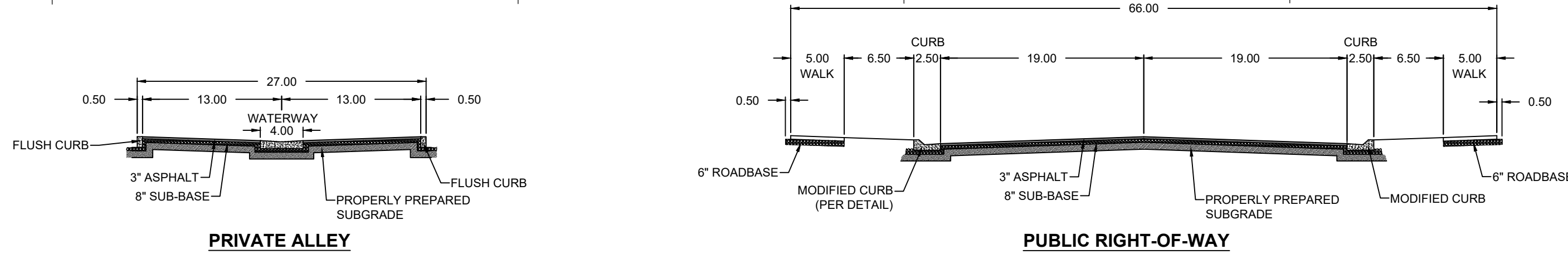
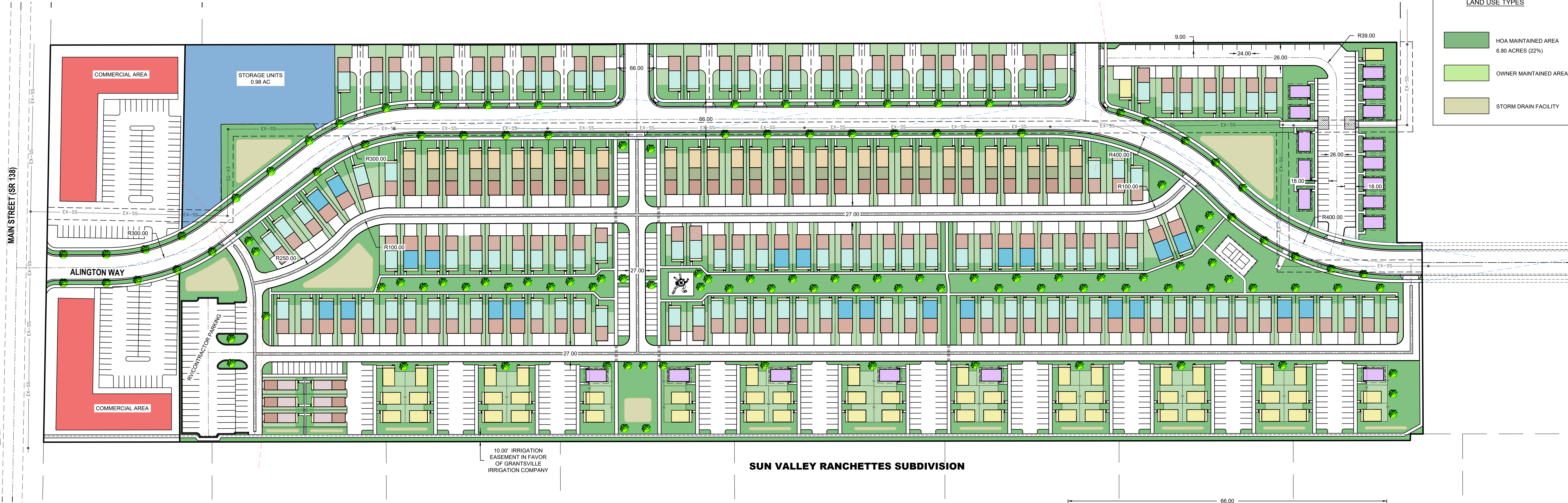
RESIDENTIAL PARKING REQUIREMENTS  
2 PER UNIT (2\*256) = 512 STALLS  
1 STALL VISITOR (FIRST 10) = 10 STALLS  
1 STALL VISITOR PER 2 UNITS (246/2) = 123 STALLS  
TOTAL REQUIRED STALLS = 645 STALLS

ALINGTON SUBDIVISION  
GRANTSVILLE, UTAH

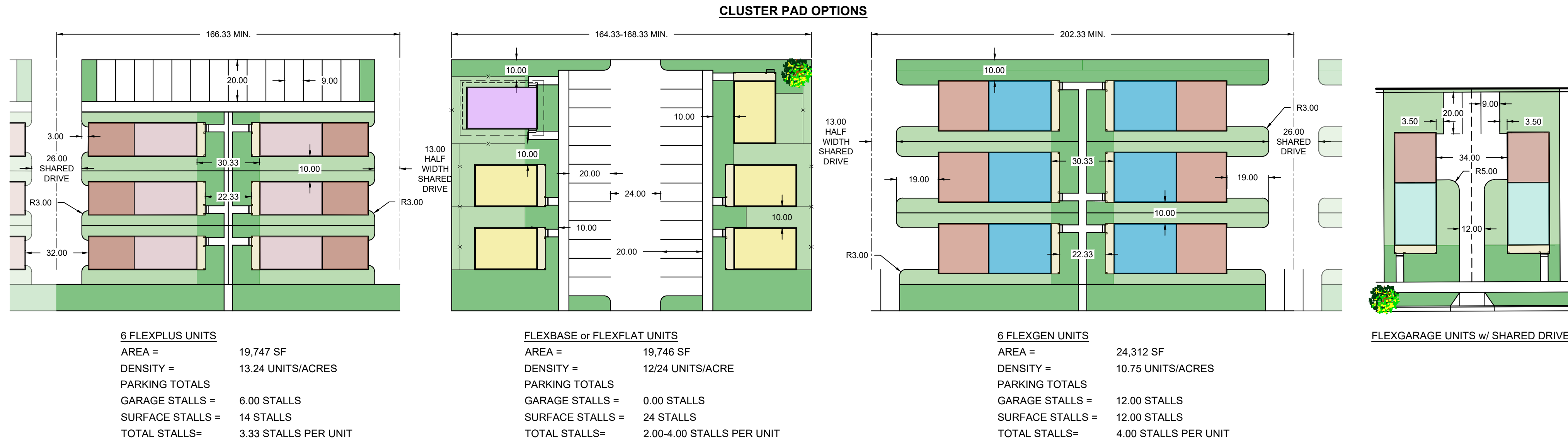
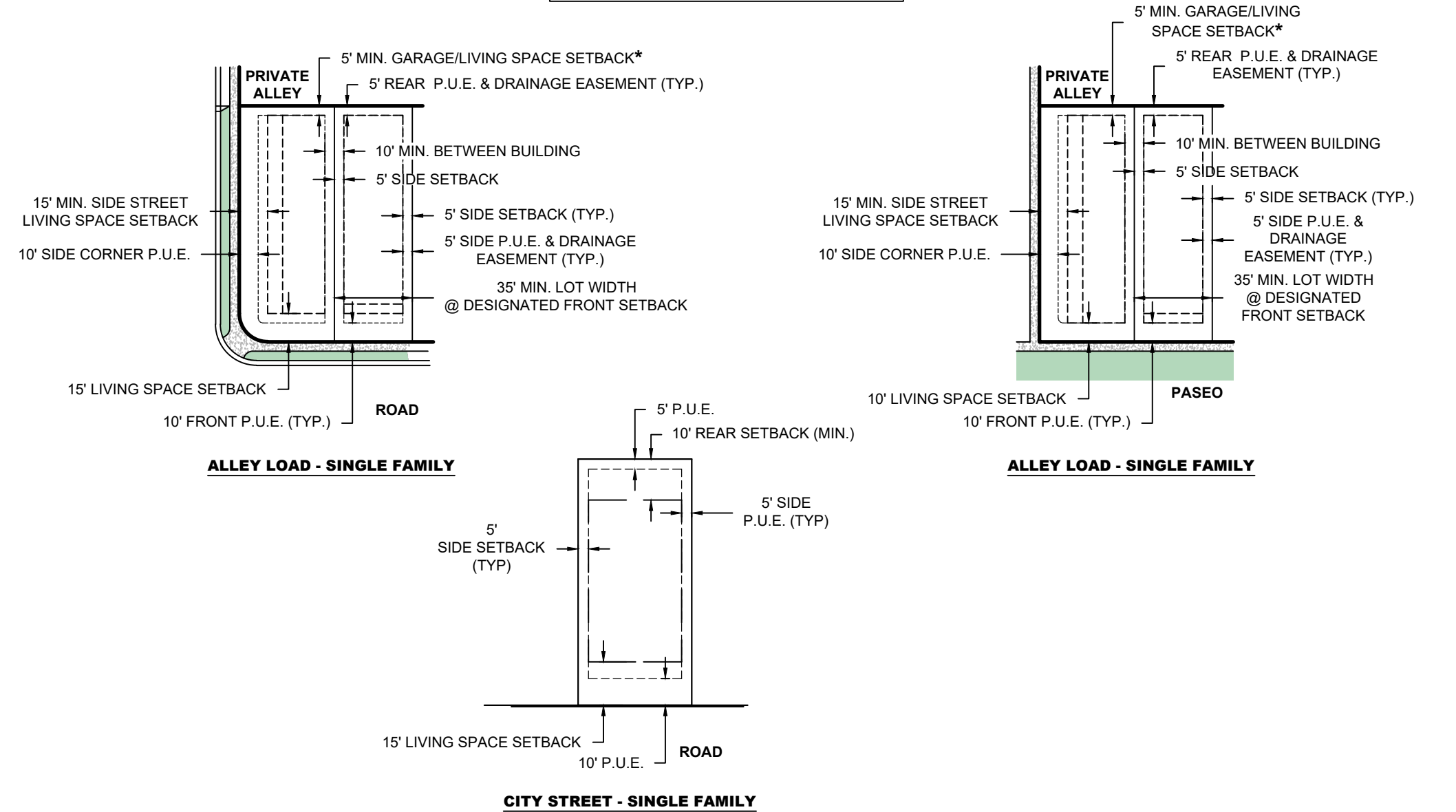


LEGEND  
--- SIGHT LINE ACCORDING TO 2018 AASHTO STANDARDS, FIGURE 9-17 (25mph/280' R & 240' L)  
--- SIGHT LINE ACCORDING TO 2018 AASHTO STANDARDS, FIGURE 9-16 (20mph/225' R & 195' L)

LAND USE TYPES  
HOA MAINTAINED AREA  
6.80 ACRES (22%)  
OWNER MAINTAINED AREA  
STORM DRAIN FACILITY



NO DRIVEWAY ALLOWED BETWEEN 5' & 20'



LEI

CIVIL  
STRUCTURAL  
SURVEY

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NOT FOR  
CONSTRUCTION

ALINGTON SUBDIVISION  
GRANTSVILLE, UTAH  
CONCEPT PLAN

| REVISIONS |
|-----------|
| 1 -       |
| 2 -       |
| 3 -       |
| 4 -       |
| 5 -       |
| 6 -       |

LEI PROJECT #:  
2025-0018  
DRAWN BY:  
BLS/MJV  
DESIGNED BY:  
GDM  
SCALE:  
1"=80'  
DATE:  
5/12/2026

SHEET

1

**Exhibit C**

***Modifications to Development Standards***

[If none specified, no modifications are applicable.]

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



| GLUDMC Zoning                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | Flex Home Alington PUD Proposed Deviations                                                                                                                                              |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Base Code Items                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | FlexReady Product Proposal SF Homes 34.14 Acres                                                                                                                                         |
| Chapter 4.34 Multi Unit Residential Development Attached DU |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Chapter 19a Mixed Use District                                                                                                                                          | Chapter 12 PUD                                                                                                                                                                                                                                                                                                                                                               | 19a Mixed Use - Single Family (Detached)                                                                                                                                                |
| Code Category                                               | Code Detail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Code Detail                                                                                                                                                             | Code Detail                                                                                                                                                                                                                                                                                                                                                                  | Application                                                                                                                                                                             |
| Maximum DU Net density 34.14 AC                             | 260.81 SF Attached                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 260.81 SF Attached and 156.48 SF Detached                                                                                                                               | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | 256 Single Family Units Detached                                                                                                                                                        |
|                                                             | 2,400 sq. ft. for attached housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 4,000 SF for single family                                                                                                                                              | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | FlexHouse Min: 1,200-2,175 sq. ft. FlexHouse 1,000-3,000 sq. ft. FlexHouse: 2,523-3,750 sq. ft. Flex Premium 3,820-7,030 sq. ft. Flexplus Max: 1,100 sq. ft. FlexDtl Min: 2,000 sq. ft. |
| Minimum Lot Size                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | 30 feet accommodates alley and side load design                                                                                                                                         |
| Minimum Lot Frontage                                        | 30 feet for attached housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 50 feet single family                                                                                                                                                   | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                         |
| Minimum Yard Setbacks                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | Minimum Yard Setbacks                                                                                                                                                                   |
| Front Yard                                                  | 25 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 25 feet                                                                                                                                                                 | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | Public Road: 15 feet to living space 20 feet to garagePrivate Alley/Parking Access: 10 feet to living space                                                                             |
| Rear Yard                                                   | 20 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 20 feet                                                                                                                                                                 | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | 20 feet for project exteriorPrivate Alley/Parking Access: 5 foot minimum driveway with no parking 20 feet maximum driveway No driveway allowed between 5 and 20 feet                    |
| Building to Building Spacing                                | 30 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                         | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | NA                                                                                                                                                                                      |
| Interior Side Yard                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | 5 feet                                                                                                                                                                                  |
| Corner Side Yard                                            | 25 feet on each side fronting street for sight triangle                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 25 feet for fronting street                                                                                                                                             | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | 15 feet to living space or 20 feet to garage with sight triangle verification                                                                                                           |
| Side setback to property boundary                           | 15 feet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 7.5/10 feet or 15 on both sides                                                                                                                                         | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | 10 feet                                                                                                                                                                                 |
|                                                             | 10%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 25% Landscaping Open Space                                                                                                                                              | Minimum of 20% of the total project area to be used for landscaping or open space. Required stormwater facilities may not be considered as part of the minimum open space. Projects containing a residential component containing more than 4 dwelling units, at least 10% of the total parcel acreage shall be improved, fully landscaped, amenity rich, active open space. | Complies using HOA landscaped and maintained area 6.36 Acres - 22%                                                                                                                      |
| Open Space (part of common area)                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                         |
| Building Coverage                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 50%                                                                                                                                                                     | 50%                                                                                                                                                                                                                                                                                                                                                                          | 60%                                                                                                                                                                                     |
| Parking                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | Parking                                                                                                                                                                                 |
| Per Unit                                                    | 2 per unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CH 4.34 and 6 of GLUDMC                                                                                                                                                 | CH 4.34 and 6 of GLUDMC                                                                                                                                                                                                                                                                                                                                                      | 1,100 = 4.29 stalls per unit                                                                                                                                                            |
| RV parking                                                  | CH 6 of GLUDMC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | CH 4.34 and 6 of GLUDMC                                                                                                                                                 | CH 4.34 and 6 of GLUDMC                                                                                                                                                                                                                                                                                                                                                      | 38 Parking stalls                                                                                                                                                                       |
| Striped/Visitor Parking                                     | 1 per unit (first 10) than 0.5/unit, <200 ft away from units. 127 visitor stalls required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | CH 4.34 and 6 of GLUDMC 127 visitor stalls required                                                                                                                     | CH 4.34 and 6 of GLUDMC 127 visitor stalls required                                                                                                                                                                                                                                                                                                                          | 413 Parking stalls                                                                                                                                                                      |
| Total                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | 1,138 Total                                                                                                                                                                             |
| Other                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | Other                                                                                                                                                                                   |
| Landscaping                                                 | Ch 9 of GLUDMC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Ch 9 of GLUDMC                                                                                                                                                          | Ch 9 of GLUDMC                                                                                                                                                                                                                                                                                                                                                               | 6.36 Acres - 22%                                                                                                                                                                        |
| ADA accessible                                              | Ground floor units                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | CH 4.34 of GLUDMC                                                                                                                                                       | CH 4.34 of GLUDMC                                                                                                                                                                                                                                                                                                                                                            | Complies                                                                                                                                                                                |
|                                                             | See Chapter 19a and Chapter 12 PUD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | All properties developed under the Mixed Use District that are one acre or greater shall include at least 50% of the land area as commercial fronting the major street. | All PUD Districts that are one acre or greater shall include at least 25% of the land area as a commercial use, which may be reduced by the City Council in its full discretion.                                                                                                                                                                                             | 4.24 acres                                                                                                                                                                              |
| Commercial Component                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                         |
| Minimum Dwelling Size                                       | 900 square feet of living space                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 900 square feet of living space                                                                                                                                         | CH 19a SF detached and 4.34 SF Attached                                                                                                                                                                                                                                                                                                                                      | 900 square feet of living space                                                                                                                                                         |
| Buffering                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Ch 9 of GLUDMC                                                                                                                                                          | For lots against the lot boundary, or a passive-use landscaped buffer of at least 30' feet wide containing trees and privacy fencing shall be included.                                                                                                                                                                                                                      | 7 feet                                                                                                                                                                                  |
|                                                             | PUD Districts that do not seek to increase the overall density allowed within the most restrictive of the underlying district for the applicable residential unit type may be eligible for a reduction in any moderate-income housing element requirements. For residential projects requesting increases in density, at least 50% of the requested additional units shall: (i) Be owner occupied for not less than 10 years; (ii) Be reserved for occupancy by households with gross household income equal to or less than 80% of the median gross income for households of the same size in the County; and (iii) Be subject to deed-restrictions or similar recorded documents in a form acceptable to the City Attorney to assure these conditions are enforced. |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              | Asking for 256 SF DU, code allows 156.48 SF DU, 100 would be 50%, 50 DU would need to be dedicated and deed restricted to MIH                                                           |
| MIH                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                         |
| Public Utility Easement 21.6.8                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 7.5 feet sides and rear - 10 feet front                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                              | 5 feet front, sides, and rear PUD/DE                                                                                                                                                    |

**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*

G-1. Water and Sewer Service. Additional rights and obligations concerning the provision of culinary water and municipal wastewater service for the Project are governed by the terms set forth in the “**Water and Sewer Service Agreement**,” attached hereto and incorporated herein as **Exhibit G-1**. In the event of any conflict between the terms of Exhibit G-1 and this Agreement, the terms of this Agreement shall control.

G-2. Sewer Installation and Connection Fee. In addition to other fees required under this Agreement, City ordinances, or the City’s Consolidated Fee Schedule, Developer shall pay the sum of Four Hundred Ninety-Five Thousand Three Hundred Twenty-Five Dollars (\$495,325.00) (“**Total RDA Payment**”) to the Grantsville City Redevelopment Agency (“**RDA**”). The Total RDA Payment is a fee for sewer line installation and connection benefiting the Project. Developer shall pay no less than \$2,021.73 toward the Total RDA Payment prior to or concurrently with each building permit within the Project being issued. The City may withhold the last 10 building permits within the Project until the RDA is paid in full. The City’s right to withhold the last 10 building permits may be amended, in the City’s sole discretion, upon receipt of a written proposal by the Developer including, at a minimum, an alternative payment schedule.

G-3. Perimeter Fencing. Developer shall install a seven-foot-high (7’) vinyl privacy fence along those portions of the western and southern boundaries of the Property that are adjacent to existing residential properties. The fence shall be installed as a required improvement concurrently with development of each phase of the Project: the portion of the fence located within or adjacent to a phase shall be completed before the City issues the first certificate of occupancy for any dwelling unit within that phase. Developer shall depict the applicable fence segment on the improvement plans submitted for each phase and shall construct the fence in accordance with City-approved plans and all applicable City standards.

G-4. Agricultural Acknowledgment and Disclosure. Before the City records the first final plat for any residential phase of the Project, Developer shall record covenants, conditions, and restrictions applicable to all residential lots within the Project (the “**CC&Rs**”). The CC&Rs shall contain a provision in substantially the following form:

AGRICULTURAL USE ACKNOWLEDGMENT. THE PROJECT IS ADJACENT TO EXISTING AGRICULTURAL PROPERTIES. LIVESTOCK, ANIMALS, AND AGRICULTURAL OPERATIONS AND ACTIVITIES ARE PERMITTED ON THOSE PROPERTIES, WHETHER OR NOT ANY SUCH LIVESTOCK, ANIMALS, OPERATIONS, OR ACTIVITIES ARE PRESENT OR OCCURRING WHEN A LOT OR DWELLING WITHIN THE PROJECT IS

PURCHASED. AGRICULTURAL OPERATIONS AND ACTIVITIES MAY INCLUDE NOISE, ODORS, DUST, FLIES, SMOKE, LIGHTING, THE OPERATION OF MACHINERY, THE APPLICATION OF FERTILIZERS OR OTHER LAWFUL AGRICULTURAL MATERIALS, AND ACTIVITIES OCCURRING DURING EARLY-MORNING, EVENING, OVERNIGHT, WEEKEND, OR HOLIDAY HOURS. EACH OWNER, BY ACCEPTING TITLE TO A LOT WITHIN THE PROJECT, ACKNOWLEDGES THE PROXIMITY OF SUCH PROPERTIES AND THE POTENTIAL EFFECTS OF LAWFUL AGRICULTURAL AND LIVESTOCK USES. NOTHING IN THIS ACKNOWLEDGMENT AUTHORIZES AN ACT OR OMISSION THAT IS UNLAWFUL OR WAIVES ANY RIGHT OR REMEDY THAT MAY NOT LAWFULLY BE WAIVED.

The recorded CC&Rs shall be the primary instrument for providing the foregoing agricultural disclosure to owners and purchasers within the Project. Developer shall not be required by this Agreement to place a separate agricultural deed restriction or substantially identical agricultural notice in each deed conveying an individual lot; provided, however, that nothing in this Section prohibits Developer, a builder, a seller, or a title company from furnishing additional disclosures or acknowledgments required by applicable law or otherwise deemed appropriate.

G-5. Protection of Surrounding Agricultural Uses. The Parties acknowledge that protecting the continued lawful keeping of livestock and animals and the continued lawful agricultural use of properties surrounding the Project, including those outside Grantsville City, is a material Project-specific objective of this Agreement. The Project shall be planned, developed, marketed, and operated in a manner consistent with the continued existence of those lawful uses. This Section and Section G-4 shall be construed to provide notice of and reduce avoidable conflicts with lawful livestock, animal, and agricultural uses on surrounding properties, and not to require an owner of surrounding property to discontinue or materially alter a lawful use solely because of the development or occupancy of the Project. Nothing in this Exhibit expands, limits, or waives any right, defense, duty, or remedy arising under applicable law.

## Exhibit G-1

### *Water and Sewer Service Agreement*

#### **WATER AND SEWER SERVICE AGREEMENT**

THIS WATER AND SEWER SERVICE AGREEMENT (“**Service Agreement**”) is attached as Exhibit G-1 to that certain Master Development Agreement for the Alington Flex Homes PUD dated \_\_\_\_\_, 2026 (the “MDA”), by and between Ironwood Real Estate, LLC and 359 Investment LLC (collectively, “Developer”) and GRANTSVILLE CITY, a political subdivision of the State of Utah (“City”). This Service Agreement is effective as of the Effective Date of the MDA.

This Service Agreement is subject to and incorporated into the MDA. All capitalized terms not defined herein shall have the meaning ascribed to them in the MDA. In the event of a conflict between the terms of this Service Agreement and the MDA, the MDA shall govern. Execution of the MDA has the same effect as a separate execution and signature on this Service Agreement.

#### **RECITALS**

WHEREAS, the City and Developer have entered into the MDA, which governs the development of the Project on the Property as those terms are defined therein.

WHEREAS, the Project consists of the Alington Flex Homes PUD, a mixed-use development including approximately 256 Single Family Homes and commercial pads on approximately 33.67 acres located within Grantsville City;

WHEREAS, portions of the Project are subject to a Will Serve Letter; and

WHEREAS, the purpose of this Service Agreement is to set forth the specific terms and conditions under which the City will provide culinary water and municipal wastewater service to the Project.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein and, in the MDA, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **AGREEMENT**

1. **Effective Date and Term.** This Service Agreement shall be effective concurrently with the MDA and shall remain in effect until the termination of the MDA, unless otherwise modified by the Parties in writing.
2. **Definitions.**  
Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by this Agreement or, if not defined herein, by the MDA.
3. **Obligations of the Developer and the City.**
  - a. **Obligations of the Developer:**

i. **General Obligations:** The Parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of the City set forth herein is material consideration for the Developer's agreement to perform and abide by the covenants and obligations of the Developer set forth herein.

ii. **Conditions for Culinary Water Service.** The City agrees to provide culinary water service to the Property, subject to the following requirements:

1. The Developer shall extend at its own expense the culinary water line to the Property, including water meters for the Property and fire hydrants in a number and location as required by current code.

2. The Developer shall submit all plans to extend the line to the City Engineer for approval before starting construction.

3. The size, type, and location of the culinary water meters shall be determined and approved by the City Engineer before installation.

4. The requirements in this Section 3 of this Service Agreement are required prior to any portion of the Property or Project receiving culinary water service, except as otherwise agreed in writing by the Parties.

iii. **Conditions for Municipal Wastewater Service.** The City agrees to provide wastewater services to the Property, subject to the following requirements:

1. The Developer shall extend at its own expense the wastewater line to the Property, including all necessary infrastructure for the Property as required by current code.

2. The Developer shall submit all plans to extend the line to the City Engineer for approval before starting construction.

3. The requirements in this Section 3 of this Service Agreement required prior to any portion of the Property or Project receiving municipal wastewater service, except as otherwise agreed in writing by the Parties.

iv. **General Conditions for Municipal Services.** The Developer shall grant to the City a perpetual easement across the Property, a temporary construction/staging area easement on the Property, and a permanent Waste Material Area Easement, for the purpose of installing, constructing, operating, repairing, replacing, improving, removing and/or maintaining a wastewater (sewer) line, including all fixtures, manholes connection and appurtenances for the wastewater line, which is being constructed for the benefit of the City. The temporary construction/staging area easement shall automatically expire and be permanently extinguished upon the sooner of the City issuing a certificate of completion for the improvement or **December 31, 2023**.

v. **Installation of the Culinary Water Line and other infrastructure:**

1. **Construction and/or Dedication of Culinary Line:** The Developer agrees to construct the Culinary Line as directed and approved by

the City, in accordance with current City standards, and upon completion to dedicate the line to the City.

2. **Construction Traffic:** All construction traffic for the Culinary Line improvements will meet the requirements imposed by the Grantsville City Planning and Engineering Departments.

3. **Warrant:** Consistent with City standards and the MDA, the Developer will provide a one-year warranty for the operation of all improvements.

4. **Bonding:** Developer agrees to post performance and other bonds as required by the MDA and current City Ordinances and Regulations.

5. **Fees:** Developer agrees to pay all applicable City fees incurred in installing the Culinary Water Line and other infrastructure, including all engineering and attorney fees and other outside consultant fees incurred by the City in relation to the Property. All fees shall be paid current prior to any culinary water service being provided.

vi. **Project Plat Notations.** The Project plat shall include the following notations or dedications: A note requiring the lot owner to comply with all weed control ordinances of Grantsville City in regards to the unirrigated portion of their lot.

vii. **Inspections.** Developer agrees to allow the City to inspect all infrastructure as it is installed and shall have a duty to provide timely notice to the City Engineer of needed inspections.

b. **Obligations of the City:**

i. **General Obligations:** The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations of the Developer set forth herein are material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.

ii. **Conditions of Approval:** The City agrees that it shall provide culinary water service and municipal wastewater service to the Property subject to the conditions detailed in this Service Agreement and the MDA, including payment of all applicable fees.

iii. **Acceptance of Improvements:** The City agrees to accept all Project improvements constructed by the Developer, or the Developer's contractors, subcontractors, agents or employees, provided that such acceptance is in accordance with the procedures and requirements set forth in the MDA and all applicable codes and specifications, including payment of all applicable fees.

iv. **Limitation on Service:** In no event may this Service Agreement be construed to obligate the City to serve any property or project outside other than the Project and Property identified in the MDA, nor may the City be obligated to

serve more than 243 residential dwelling units on the Property without additional consideration by the Developer.

**4. General Provisions.**

- a. **Covenants Running with the Land and Manner of Enforcement.** The provisions of this Service Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Service Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Service Agreement shall constitute a valid lien on the Property. The parties that this Service Agreement shall be filed with the County Recorder and be binding on title of the Property.
- b. **No Third-Party Beneficiaries.** This Service Agreement is between the City and the Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.
- c. **Default and Termination.** Any failure by Developer to perform a material obligation of this Service Agreement, which failure continues uncured for a period of thirty (30) days following written notice from the City, shall constitute a default. If the nature of the failure is such that it cannot reasonably be cured within thirty (30) days, a default shall not be deemed to have occurred so long as the Developer commences the cure within such period and thereafter diligently prosecutes the cure to completion.



## **Agenda Item # 7**

Consideration of Resolution 2026-57  
declaring certain personal property  
surplus and authorizing its sale or  
disposal



**GRANTSVILLE CITY  
RESOLUTION NO. 2026-57**

**A RESOLUTION OF THE GRANTSVILLE CITY COUNCIL DECLARING CERTAIN  
PERSONAL PROPERTY SURPLUS AND AUTHORIZING ITS SALE OR DISPOSAL**

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

**WHEREAS**, Grantsville City owns certain personal property that has been determined by the Public Works Department to be no longer needed for municipal purposes; and

**WHEREAS**, the City Council finds that the property described below is surplus to the City's operational needs and that it is in the best interest of the City to authorize its sale, trade, auction, or other lawful disposal in accordance with applicable law and City policy.

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

**Section 1. Declaration of Surplus Property:** The Grantsville City Council hereby declares the following City-owned vehicle to be surplus property, having been determined by the Public Works Department to be no longer necessary for City operations: one (1) 2002 Freightliner FC70 sweeper, Fleet No. 53, Unit No. 500005, VIN No. 1FVAB3BV72DJ77542, Utah License Plate No. 531764EX, with approximately 49,411 miles. The City Council finds that this vehicle is no longer needed for municipal purposes and is appropriate for disposal in accordance with applicable law and City policy.

**Section 2. Authorization to Dispose:** The Mayor, City Manager, and their designees are authorized to dispose of the above-described property by sale, trade-in, public auction, online auction, sealed bid, recycling, salvage, or other lawful means determined to be in the best interest of Grantsville City. Any proceeds from the sale shall be deposited into the appropriate City fund in accordance with applicable financial policies.

**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 2ND DAY OF SEPTEMBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



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By Mayor Heidi Hammond

ATTEST

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Alicia Fairbourne, City Recorder

## **Agenda Item # 8**

Consideration of Resolution 2026-67  
awarding the Durfee Street Widening  
Project to Black Forest Paving  
Maintenance, LLC and authorizing the  
execution of the necessary contract  
documents



**GRANTSVILLE CITY  
RESOLUTION NO. 2026-67**

**A RESOLUTION AWARDING THE DURFEE STREET WIDENING PROJECT TO  
[CONTRACTOR NAME] AND AUTHORIZING THE EXECUTION OF THE  
NECESSARY CONTRACT DOCUMENTS**

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

**WHEREAS**, Grantsville City (the “City”) determined that roadway widening improvements along Durfee Street at the Matthews Lane intersection are necessary to improve roadway capacity, traffic flow, and public safety; and

**WHEREAS**, the City issued a Request for Proposals (“RFP”) for the Durfee Street Widening Project in accordance with applicable procurement requirements; and

**WHEREAS**, the RFP solicited proposals from qualified contractors for roadway widening improvements along Durfee Street at the Matthews Lane intersection, including excavation, subgrade preparation, aggregate placement and compaction, roadway tapers and tie-ins, traffic control, final grading, asphalt pavement, and related work; and

**WHEREAS**, the project generally consists of widening approximately 600 linear feet by 14 feet on the north side of Durfee Street and approximately 300 linear feet by 12 feet on the south side of Durfee Street, including an 18-inch subcut and associated roadway improvements; and

**WHEREAS**, the RFP established evaluation criteria based upon qualifications, experience and licensing; key personnel and subcontractors; project schedule; and project cost, with the project cost comprising sixty percent (60%) of the available evaluation points; and

**WHEREAS**, a selection committee reviewed the proposals submitted in response to the RFP and determined that [CONTRACTOR NAME] submitted the highest-scoring responsive and responsible proposal meeting the requirements of the RFP; and

**WHEREAS**, the City Council has reviewed the recommendation of the selection committee and determined that awarding the Durfee Street Widening Project to [CONTRACTOR NAME] is in the best interest of Grantsville City and its residents; and

**WHEREAS**, the total contract amount for the Durfee Street Widening Project is \$[CONTRACT AMOUNT] ([DOLLAR AMOUNT SPELLED OUT] DOLLARS); and

**WHEREAS**, the awarded contractor will be required to provide a performance bond in the amount of one hundred percent (100%) of the contract amount prior to commencing work, in accordance with the RFP, Grantsville City policy, and applicable Utah law; and



**WHEREAS**, the project is required to be completed by October 31, 2026, consistent with the City's RFP requirements;

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 Durfee Street Widening Project to [CONTRACTOR NAME] in an amount not to exceed \$[CONTRACT AMOUNT] ([DOLLAR AMOUNT SPELLED OUT] DOLLARS), subject to the terms and conditions of the final contract and the City's procurement requirements.

**Section 2. Project Scope:** The project shall include the roadway widening improvements identified in the City's RFP, including, as applicable, excavation and subgrade preparation; placement and compaction of pre-treated A1A and road base; west-end tapers and tie-ins; traffic control; final grading; asphalt pavement; connection of existing paved drive approaches; and related work necessary to complete the project.

The general location and limits of the project are depicted on Exhibit A, attached hereto and incorporated herein by reference.

**Section 3. Contract Authorization:** The City Manager is hereby authorized to execute the contract with [CONTRACTOR NAME], together with any documents reasonably necessary to effectuate the award and administer the project, provided that such documents are consistent with the terms of this Resolution, the approved contract amount, and applicable City policies and law.

**Section 4. Performance Bond:** Prior to commencing work, [CONTRACTOR NAME] shall provide a performance bond in the amount of one hundred percent (100%) of the contract amount, together with any other bonds, insurance, or documentation required by the RFP, the contract, Grantsville City policy, or applicable law.

**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 2ND DAY OF SEPTEMBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:



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By Mayor Heidi Hammond

ATTEST

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Alicia Fairbourne, City Recorder



# EXHIBIT “A”

Map of Durfee Street



# Durfee Street Widening

## Legend

- Area Of 18" Removal
- Line Measure
- West End Taper Tie In's

E Durfee St



# Agenda Item # 9

Adjourn