PUBLIC NOTICE

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Tuesday, October 6, 2026 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

ROLL CALL

AGENDA

1. Presentation**, Public Hearing**, Discussion, and Recommendation: Recommendation of the proposed amendments to Chapters 2, 8, and 16 of the Grantsville Land Use Ordinance to establish a new use for a Cat Rescue.
2. Presentation, Discussion, and Consideration: Consideration of a request for a Plat Extension for the Matthews Meadows Phase 2 Subdivision.
3. Presentation, **Public Hearing**, Discussion, and Recommendation: Recommendation for the second proposed Plat Amendment for Stansbury Shadows Phase 3 Subdivision, located approximately at 256 S Liberty Landing.
4. Presentation, **Public Hearing**, Discussion, and Recommendation: Recommendation of the proposed amendments to Chapters 2, 8, and 15 of the Grantsville Land Use Ordinance to establish a new use for Animal Encounters Facilities.
5. Presentation, **Public Hearing**, Discussion, and Recommendation: Recommendation of the proposed rezone for the property located at 848 N Cooley Street from RR-2.5 to RR-1 for the Storybook Subdivision, resulting in approximately 6.34 acres being zoned RR-1.
6. Presentation, **Public Hearing**, Discussion, and Recommendation: Recommendation of the 1st amendment to the Amended and Restated Master Development Agreement (ARMDA) for the Highlands Subdivision.
7. Approval of the minutes from the September 1, 2026 Planning Commission Regular Meeting.
8. Report from City Staff.
9. Open Forum for Planning Commissioners.
10. Report from City Council.
11. Adjourn.

Shelby Moore
Zoning Administrator
Grantsville City Community & Economic Development

Scan QR code to join Zoom meeting.

Join Zoom Meeting
Join Zoom Meeting: https://us02web.zoom.us/j/4358843411
By Phone, Dial: 1-253-215-8782
Meeting ID: 435 884 3411

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

AGENDA ITEM #1

Presentation, Public Hearing, Discussion, and Recommendation: Recommendation of a proposed new use allowing for a Cat Rescue within the C-S zoning designation.

Animal Rescue New Use Staff Report

Proposed amendments to Chapters 2 and 8 and the applicable land use table

Agenda item	Presentation, Public Hearing, Discussion, and Recommendation on a proposed Animal Rescue use
Applicant	Bella's Furever Friends
Related property	94 West Main Street, Grantsville, Utah · parcel 01-094-0-0031 · C-S district
Requested action	Legislative recommendation to the City Council on a new conditional land use and operating standards
Meeting	10/06/2026

Staff Summary

The applicant proposes a new Animal Rescue use for cats and dogs, with a maximum of 75 animals onsite, indoor housing, appointment-based public access, and a Conditional Use Permit (CUP). The submission supplies definitions and operating standards for Chapters 2 and 8. The Planning Commission should consider whether the use belongs in the land use table and whether the proposed limits can be applied consistently to other sites.

Decision Before the Planning Commission

This is a legislative recommendation about the ordinance, not a CUP or an occupancy approval. The Commission may recommend approval, approval with revisions, or denial. If the Council adopts the use, Bella's Furever Friends would still need a separate site-specific CUP and all required building, fire, utility, health, and business approvals before operating under the new classification.

Background

The reference staff report describes a complaint received January 24, 2026, a Notice of Violation issued March 23 because a cat rescue was not listed in the C-S use table, and subsequent discussions with the owner and rescue representatives. Staff was informed on April 14 that the building lacked an active water connection and referred the property to the Tooele County Health Department in June. The record furnished for this report does not confirm that water service, a health inspection, or occupancy approvals have since been completed.

The current applicant proposal is broader: it includes both cats and dogs and sets numerical standards for staffing, visitors, parking, lot area, and buffers. Those changes warrant review as a general code policy, especially for sites near homes.

Summary of the Applicant Proposal

- Chapter 2 would define Animal Rescue, Temporary Housing, Long Term Boarding, and Local Municipalities. The use would be limited to nonprofit or state-registered animal welfare organizations and would exclude breeding, pet retail, private boarding, veterinary hospitals, commercial kennels, and animal encounter facilities.
- Chapter 8 would allow indoor intake, housing, care, quarantine, rehabilitation, adoption, foster coordination, transfer, and related administration. Outdoor activity would be limited to secured transport, waste removal, deliveries, maintenance, and emergencies.
- Capacity would be capped at 75 cats and dogs combined. A typical stay would be up to six months; a rescue director could document an extension for medical, behavioral, or placement reasons.
- Public appointments would be limited to 8:00 a.m. to 7:00 p.m., Monday through Saturday, with no more than five public visitors onsite at a time. The text permits urgent rescue intake without an appointment.
- Routine operations would generally involve two caretakers or volunteers, with no more than five onsite.
- The proposal specifies a 60,000 square feet minimum lot, five off-street spaces including an accessible space, and a ten-foot landscaped buffer along boundaries adjoining residential uses, subject to its stated exceptions or approvals.

- The Planning Commission would review the CUP, increases above 75 animals, and large public events. Material operational changes would receive City review.

Code Structure and Drafting Issues

Use Table and Geographic Scope

The submission does not identify the exact land use table row, district designations, or table amendment needed to authorize the use. The earlier report proposed a conditional use in C-S under Table 16.1. Before a recommendation is finalized, the ordinance should expressly identify every district in which Animal Rescue is proposed and show the precise use-table change. The Council should determine the geographic scope as a citywide policy; the classification should not depend on the particular applicant or parcel.

Definition and Scope

The proposed definition combines use classification with detailed operating rules and uses "state registered" without specifying the registration contemplated. Keep the definition focused on the nature of the use; place measurable conditions in Chapter 8. Clarify whether municipal or governmental rescues qualify, whether off-site veterinary care and foster coordination are incidental, and whether "Local Municipalities" needs a separate definition if the final standards do not use the term. Use one consistent term for the proposed land use throughout the ordinance and use table.

Capacity and Animal Care

The 75-animal figure is an applicant-proposed ceiling, not proof that every facility can safely house 75 animals. The code should require each CUP to establish a lower site-specific limit when floor area, separation of species, quarantine space, ventilation, sanitation, water, wastewater, staffing, and emergency planning warrant it. Specify how temporarily absent foster animals and newborn litters count. Retain intake and disposition records and a documented basis for stays exceeding six months without turning the use into indefinite boarding.

Site Standards and Public Access

The 60,000 square foot lot, five-space parking minimum, accessible space, and ten-foot residential buffer need review against the actual C-S parcel and other potentially eligible sites. "Unless otherwise approved" for lot area should identify the decision-maker and criteria, or be removed. Parking and accessible design should be reconciled with otherwise applicable City and accessibility standards. Clarify whether the ten-foot buffer applies to existing buildings and how any physical constraint would be addressed. The urgent-intake exception should require supervised receipt indoors and must not permit unattended drop-off.

Operations and Enforcement

The draft should specify waste storage and removal, odor and pest prevention, cleaning and disease-control protocols, secured animal movement, and compliance with applicable noise and lighting rules. Clarify that maintenance weekends do not authorize public events, identify the applicable permit amendment process for operational changes, and align any suspension or revocation language with existing CUP procedures. The submitted text refers to "Chapter 8" but does not supply final section numbering or conforming cross-references.

Land Use Analysis

An indoor, scheduled rescue may be compatible with a commercial district if its building and operations control animal noise, odor, waste, vehicle activity, and public access. Adding dogs can increase noise, handling, exercise, and species-separation demands beyond the prior cat-only concept. A CUP provides a site-specific review of those impacts, but objective code standards should define the minimum safeguards and leave the CUP to address demonstrated site conditions.

The submission does not include a dimensioned site plan, parking layout, building floor plan, utility confirmation, ventilation information, animal-care layout, or documented basis for 75 animals at 94 West Main Street. Those omissions do not bar consideration of a general code amendment. They do prevent a conclusion that this property can meet the proposed operating standards or support the requested capacity.

Recommended Findings for the Code Recommendation

1. The current proposal would establish a new Animal Rescue use for cats and dogs and would require a CUP.
2. The prior staff report identified that the proposed rescue use was not listed in the C-S land use table; the applicant has not supplied a final proposed use-table amendment or a complete list of eligible districts.
3. Animal capacity, sanitation, noise, disease control, waste, traffic, parking, utilities, and adjacency to residential uses are relevant impacts that require ordinance standards and site-specific review.
4. The proposed numerical limits and operational exceptions require clarification to function as generally applicable code.
5. A legislative amendment alone would neither approve operations at 94 West Main Street nor resolve outstanding compliance and occupancy issues.

Staff Recommendation

Staff recommends that the Planning Commission recommend the Animal Rescue concept to the City Council with revisions: identify the proposed conditional-use districts and amend the applicable use table; separate the definition from operating standards; make 75 animals a maximum subject to a lower CUP limit; clarify the lot-area exception, parking, buffer, urgent intake, recordkeeping, and review of operational changes; and require demonstrated utility, sanitation, building, fire, and health compliance before any site operates. If the Commission prefers to review final ordinance language before recommending adoption, it may continue the item and direct staff to prepare that text.

Possible Motion

I move to recommend that the City Council consider the proposed Animal Rescue land use as a conditional use, subject to the drafting revisions and findings in the staff report, with the understanding that adoption of the ordinance does not grant a CUP or authorize operation at 94 West Main Street.

Chapter 2 Definitions

ANIMAL RESCUE

A nonprofit or state registered animal welfare organization that operates a controlled, fully enclosed indoor facility for the temporary housing and care of stray, abandoned, feral, surrendered, and homeless cats and dogs. The use is limited to short term intake, evaluation, quarantine, medical recovery, behavioral assessment, socialization, adoption processing, foster placement, inter agency transfer, and community placement. All animal housing, care, and operations shall occur entirely within a climate-controlled building designed to prevent noise, odor, waste, and visibility impacts to surrounding properties.

An animal rescue under this section shall not include or operate as a commercial kennel, veterinary hospital, breeding facility, retail pet store, private boarding operation, or animal encounter facility. Outdoor pens, runs, enclosures, yards, or free roaming areas are prohibited. No long term or permanent housing is permitted. The facility may not accept animals for commercial purposes, may not provide services to the general public other than adoption related activities, and may not exceed the temporary housing capacity established by the City. The rescue shall maintain complete intake, care, quarantine, and placement records and shall make such records available to the City upon request.

TEMPORARY HOUSING

A short-term, rescue-related housing period during which a cat or dog is evaluated, quarantined, medically treated, behaviorally assessed, socialized, prepared for adoption, placed with a foster home, transferred to another qualified rescue partner, or returned through an approved community placement or spay-neuter return program. Temporary housing is limited to the duration reasonably necessary to complete these rescue functions and shall not exceed six months except where documented medical, behavioral, or placement-related conditions require an extended stay.

LONG TERM BOARDING

The private boarding or keeping of a customer’s cat or dog for compensation or convenience outside of any rescue-related intake, medical recovery, foster placement, adoption process, transfer arrangement, or community placement plan. Long-term boarding is a commercial activity and is not included within, or authorized as part of, an animal rescue use.

LOCAL MUNICIPALITIES

Cities, towns, counties, and animal-control agencies within Tooele County and adjacent communities that coordinate with an animal rescue regarding the intake, care, placement, spay-neuter services, or other public animal-welfare functions for cats and dogs.

Chapter 8 Regulations of General Applicability

1. Purpose and Intent

Provide for a controlled, fully enclosed indoor nonprofit animal rescue for cats and dogs that supports animal welfare and public health through temporary housing, evaluation, quarantine, medical recovery, socialization, adoption placement, foster coordination, inter-agency transfer, and community placement, including spay/neuter support and public education. The use is intended to operate at a small scale, with limited public access, and without commercial boarding or kennel-type impacts.

2. Description and Scope

The use is a small nonprofit animal rescue with limited staffing, scheduled public access, and indoor-only housing of cats and dogs. The use is restricted to rescue-related intake, care, and placement functions. It excludes commercial kennels, veterinary hospitals, breeding facilities, retail pet stores, private boarding operations, and animal encounter facilities. Large public events are not included unless separately reviewed and approved.

3. Allowed Activities

(a) Indoor animal housing, feeding, cleaning, quarantine, wellness observation, medical recovery, behavioral assessment, adoption meetings, foster coordination, volunteer activities, and routine rescue administration.

(b) Coordinated rescue intake, transportation, placement, inter-agency transfer, and community placement or spay-neuter return activities for cats and dogs.

(c) Short, supervised incidental outdoor activities, including: transporting animals in secured carriers to or from vehicles; waste removal to approved containers; supply receipt; minor exterior maintenance; and emergency evacuation.

Cats and dogs shall not be housed outdoors, allowed to roam outdoors, or kept in outdoor pens, runs, yards, or enclosures. Transportation may be coordinated by rescue staff or designated personnel. Medical examinations may occur at off-site nonprofit partners or licensed veterinarians within Tooele County.

4. Operational Limitations (Revised & Completed)

(a) Capacity

Maximum of 75 animals (cats and dogs combined) onsite at any one time unless an amendment is reviewed and approved by the Planning Commission.

(b) Access

Public visits shall occur by appointment only for adoption, foster coordination, intake, volunteer activity, or official agency coordination. Appointments shall be staggered to limit traffic and noise. Drop-in retail activity and unscheduled public surrender activity are not included; however, urgent rescue intake may occur without an appointment.

(c) Length of Stay

Temporary housing is intended to last up to six months, with longer stays permitted when documented medical, behavioral, placement, or transfer-related conditions require additional time. Approval of stays beyond six months shall be made by the rescue's designated director or authorized proxy.

Animals not yet adopted remain under rescue management while adoption promotion, foster placement, qualified rescue transfer, medical or behavioral rehabilitation, or appropriate community placement or spay/neuter return is pursued.

(d) Staffing

Routine operations generally involve two caretakers or rescue volunteers, with a maximum of five onsite at one time. Up to four times per year, additional caretakers or volunteers may attend during a weekend for deep cleaning or facility improvements, including brush removal, larger repairs, or extensive cleaning and maintenance. Maximum staffing during these maintenance weekends shall not exceed ten individuals onsite.

(e) Volunteer Controls

Volunteers shall be screened through an application or intake form, contact-information review, orientation, and approval before independent work. Orientation shall cover handling, sanitation, safety, quarantine procedures, confidentiality, visitor rules, and emergency expectations. Youth volunteers shall perform supervised work at all times and may participate only with written guardian permission.

(f) Records

Each intake shall be evaluated and approved by the rescue's designated intake coordinator or director. Each animal's record shall identify intake date, source, description, known medical or vaccination status, quarantine or observation status, and planned outcome. Records shall be updated through care, foster placement, adoption, transfer, return, or other disposition and shall be available for City inspection.

(g) Hours and Days of Operation (NEW)

The rescue shall maintain posted hours for appointments, staff access, and volunteer activity. Public appointment hours shall be limited to 8:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise approved. No more than five public visitors may be onsite at one time.

5. Site and Development Standards

- Minimum lot area: The facility shall be located on a lot of at least 0.5 acres, unless otherwise approved.
- Setbacks: All structures used for rescue operations shall comply with the underlying zoning district setbacks.
- Parking: A minimum of five off-street parking spaces shall be provided, including one accessible space.
- Access: Driveways and access points shall comply with City standards for width, surfacing, and visibility.
- Landscaping and buffering: A minimum 10-foot landscaped buffer shall be maintained along property boundaries adjoining residential uses.
- Lighting and signage: All lighting and signage shall comply with City code and CUP conditions.

- Waste and storage: Waste shall be managed to prevent odor and sanitation impacts. Outdoor storage must be screened, secured, and limited to approved containers.

6. Approval Type (Completed)

The use requires a Conditional Use Permit reviewed and approved by the Planning Commission. Any amendment increasing animal capacity or authorizing large public events shall require Planning Commission review and approval. All references shall align with the applicable chapters of the Grantsville Land Use Code.

7. Enforcement and Changes to the Use (Completed)

Any increase above 75 animals requires Planning Commission amendment review and approval. Other changes to operations, hours, staffing levels, species allowed, or site modifications that materially alter the approved use shall require administrative review or Planning Commission approval as determined by the Zoning Administrator. Violations may result in corrective orders, suspension, or revocation of the Conditional Use Permit.

16.8 Codes And Symbols And Use Table 16.1

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

Table 16.1 Use Regulations

USE	C-N	C-S	C-G	C-D	M-D	M-G	MD-EX
COMMERCIAL							
Adult Day Care Center	C	C	C	C	-	-	-
Cabinet and Woodworking Mills	-	-	C	C	P	P	-
Bakery, Commercial	-	-	P	C	P	P	-
Blacksmith Shop	-	-	P	C	P	P	-
Carpet Cleaning	-	-	P	C	P	P	-
Commercial Laundries, Linen Service and Dry	-	-	P	C	P	P	-

Cleaning							
Commercial Day Care Center (not in a home) no more than 20 children at any one time	C	C	C	C	-	-	-
Child Day Care Facility (a commercial operation, not in a home, no more than 100 children at any one time)	C	C	C	C	-	-	-
Convenience Store	C	P	P	C	P	P	-
Diaper Service	-	-	P	C	P	P	-
Gas Station (sales and/or minor repairs)	C	P	P	C	P	P	-
Greenhouse for Food and Plant Production	-	-	P	C	P	P	-
Golf Course	C	C	C	C	C	C	C
Heavy Equipment (Rental)	-	-	-	C	P	P	-
Heavy Equipment (Sales and Service)	-	-	-	C	P	P	-
Hospital	-	C	C	C	-	-	-
Laboratory: Medical, Dental, Optical	-	-	P	C	-	-	-
Laboratory: Testing	-	C	P	C	P	P	-
Mini-warehouse	-	-	P	C	P	-	-
Motion Picture Studio	-	P	P	C	-	-	-
Photofinishing Lab	-	P	P	C	P	P	-
Plant and Garden Shop, including outdoor retail sales area	C	C	C	C	-	-	-
Precision Equipment Repair	-	-	P	C	P	P	-
Preschool (a commercial operation, not in a home, no more than 20 children from the ages of 4 to 6 years in age, at any one time, for a period not to exceed four hours)	C	C	C	C	-	-	-

Private educational institution having a curriculum similar to the public schools, grades K-12	C	C	C	C	-	-	-
Schools of higher education, community colleges, off campus facilities	C	C	C	C	-	-	-
Schools, professional and vocational	C	C	C	C	-	-	-
Twin Commercial Units	C	C	C	C	C	C	-
Sign Painting/Fabrication	-	-	P	C	P	P	-
Welding Shop	-	-	P	C	P	P	-
Wholesale Distributors	-	-	P	C	P	P	-
Tobacco Specialty Store: This use is not permitted in any part of the proposed or existing building containing the use is located within 1,000 feet from (a) any school (public or private kindergarten, elementary, middle, charter, junior high, or high school), public park, public recreation facility, youth center, library, or church and (b) any other Tobacco Specialty Store. Distances shall be measured in a straight line, without regard to intervening structures or zoning districts, from a Tobacco Specialty Store structure to the property line of a school, public park, library, church, youth center, cultural activity, residential use, zoning district boundary, or other Tobacco Specialty Store.	-	C	C	C	P	P	-
MANUFACTURING	**C-N**	**C-S**	**C-G**	**C-D**	**M-D**	**M-G**	**MD-EX**
Chemical Manufacturing and Storage	-	-	-	-	-	C	-
Concrete Manufacturing	-	-	-	-	-	P	-
Drop-Forge Industry	-	C	C	-	C	P	-
Explosive Manufacturing and Storage	-	-	-	-	-	C	-
Flammable Liquids or Gases, Heating Fuel Distribution & Storage	-	-	-	-	-	P	-

Grain Elevator	-	-	-	-	-	P	-
Bottling Plant	-	-	-	C	P	P	-
Cabinet Making/Woodworking Mills	-	-	-	C	P	P	-
Heavy Manufacturing	-	-	-	-	-	P	-
Incinerator, Medical Waste/Hazardous Waste	-	-	-	-	-	C	-
Industrial Assembly	-	-	-	C	P	P	-
Light Manufacturing	-	-	-	C	P	P	-
Moving and Storage	-	-	-	C	P	P	-
Paint Manufacturing	-	-	-	-	-	P	-
Publishing Company	-	-	-	C	P	P	-
Railcar fabrication, repair and cleaning	-	-	-	-	-	C	C
Recycling Collection Station	-	-	-	C	P	P	-
Recycling Processing Center	-	-	-	C	C	P	-
Rock, Sand, and Gravel Storage and Distribution	-	-	-	-	-	C	C
Truck Freight Terminal	-	-	-	C	P	P	-
Sign Painting/Fabrication	-	-	-	C	P	P	-
Warehousing	-	-	-	C	P	P	-
OFFICE AND RELATED USES	**C-N**	**C-S**	**C-G**	**C-D**	**M-D**	**M-G**	**MD-EX**
Financial Institution, without drive through facilities	C	P	P	C	P	P	-
Financial Institution, with drive through facilities	-	P	P	C	P	P	-
Offices	C	P	P	C	P	P	-

Veterinary Offices, operating entirely within an enclosed building and keeping animals	-	-	P	C	P	-	-
RETAIL SALES & SERVICES	**C-N**	**C-S**	**C-G**	**C-D**	**M-D**	**M-G**	**MD-EX**
Auction Sales	-	P	P	C	-	-	-
Automobile Repair, Major	-	P	P	C	P	-	-
Automobile Repair, Minor	C	P	P	C	P	-	-
Automobile Sales/Rental and Service	C	P	P	C	C	-	-
Boat/Recreational Vehicle Sales and Service	-	P	P	C	C	-	-
Car Wash	C	P	P	C	P	P	-
Convenience retail store	C	P	P	C	P	P	-
Department Stores	-	P	P	C	-	-	-
Equipment rental, indoor and outdoor	-	P	P	C	P	-	-
Furniture Repair Shop	-	P	P	C	P	P	-
Health and Fitness Facility	-	P	P	C	-	-	-
Large Truck Rental	-	-	P	C	P	P	-
Liquor Store	-	C	C	C	-	-	-
Manufactured Home Sales, Service, and Storage	-	-	P	C	P	-	-
Pawnshop	-	-	P	C	P	-	-
Restaurants, with drive through facilities	C	P	P	C	P	P	-
Restaurants, without drive through facilities	C	P	P	C	P	P	-
Retail Goods Establishments	C	P	P	C	-	-	-
Retail Services Establishments	C	P	P	C	P	P	-

Upholstery Shop	-	P	P	C	P	-	-
RECREATIONAL, CULTURAL, AND ENTERTAINMENT	**C-N**	**C-S**	**C-G**	**C-D**	**M-D**	**M-G**	**MD-EX**
Amusement Park	-	P	P	C	-	-	-
Art Gallery	C	P	P	C	-	-	-
Art Studio	C	P	P	C	-	-	-
Commercial Indoor Recreation	-	P	P	C	P	-	-
Commercial Outdoor Recreation	-	P	P	C	P	-	-
Commercial Video Arcade	-	C	C	C	-	-	-
Dance Studio	C	P	P	C	-	-	-
Live Performance Theaters	-	P	P	C	-	-	-
Miniature Golf	-	P	P	C	P	-	-
Movie Theaters	-	P	P	C	-	-	-
Private Club	-	C	C	C	P	-	-
Sexually Oriented Businesses (Amended 4/05)	-	-	-	-	C	-	-
Tavern/Lounge/Brew Pub; more than 5,000 sq. ft. in floor area	-	C	C	C	-	-	-
RESIDENTIAL	**C-N**	**C-S**	**C-G**	**C-D**	**M-D**	**M-G**	**MD-EX**
Dwelling Unit (Single Family)	C	C	C	C	C	C	-
Living Quarters for Caretaker or Security Guard	C	C	C	C	C	C	-
INSTITUTIONAL	**C-N**	**C-S**	**C-G**	**C-D**	**M-D**	**M-G**	**MD-EX**

Adult Day Care Center	C	P	P	C	P	P	-
Child Day Care Center or Pre-School (a commercial operation) Amended 9/2011	C	P	P	C	P	P	-
Government Facilities	C	P	P	C	P	P	-
Hospital	-	-	P	C	-	-	-
Medical or Dental Clinic	C	P	P	C	P	P	-
Museum	-	P	P	C	-	-	-
Music Conservatory	-	P	P	C	-	-	-
Places of Worship				C			
Schools, Professional and Vocational	C	P	P	C	P	P	-
Schools of higher education, community colleges, off campus facilities	-	-	-	C	C	C	-
MISCELLANEOUS	**C-N**	**C-S**	**C-G**	**C-D**	**M-D**	**M-G**	**MD-EX**
Accessory Uses, except those that are otherwise specifically regulated in this Chapter, or elsewhere in this Code	C	P	P	C	P	P	-
Animal Pound (Amended 10/02)	-	-	-	-	-	P	-
Kennel (Amended 10/02)	C	C	-	C	C	C	-
Auditorium	-	P	P	C	-	-	-
Automobile Salvage & Recycling (Indoor)	-	-	-	C	P	P	-
Automobile Salvage & Recycling (Outdoor)	-	-	-	C	C	P	-
Boilerworks	-	-	-	-	-	P	-
Bus Line Terminals	-	-	P	C	P	P	-
Bus Line Yards and Repair Facilities	-	-	-	C	-	P	-

Commercial Parking Garage or Lot	C	C	C	C	C	C	C
Personal Wireless Telecommunication Facilities (Amended 4/02)	-	C	C	C	-	-	-
Communication Towers	-	P	P	C	P	P	-
Communication Towers, exceeding the maximum building height, but not higher than 80 feet	-	-	C	C	C	C	-
Contractor's Yard/Office (with outdoor storage)	-	-	P	C	P	P	-
Crop Production	-	-	P	C	P	P	-
Display Room; Wholesale	-	-	-	C	P	P	-
Farmer's Market	-	P	P	C	P	-	-
Flea Market (indoor)	-	P	P	C	P	-	-
Flea Market (outdoor)	-	P	P	C	P	-	-
Funeral Home	-	P	P	C	-	-	-
Hotel or Motel	-	P	P	C	-	-	-
Limousine Service	-	C	P	C	P	P	-
Outdoor Sales and Display	-	P	P	C	P	-	-
Commercial Storage Units	-	C	C	C	C	C	-
Outdoor Storage	-	-	P	C	P	P	-
Poultry Farm or Processing Plant	-	-	-	-	-	P	-
Animal Rescue	-	C	-	-	-	-	-
Public/Private Utility Transmission Wires, Lines, Pipes, and Poles	C	P	P	C	P	P	-
Public/Private Utility Buildings and Structures	C	C	P	C	P	P	-

Radio, Television Station	-	C	P	C	P	P	-
Sewage Treatment Plant	-	-	-	C	C	C	-
Golf Course	-	C	C	C	C	C	-
Ambulance Services dispatching, staging, and maintenance conducted entirely within an enclosed building	-	P	P	C	P	P	-
Vehicle Auction Use	-	-	P	C	P	P	-
Governmental Uses and Facilities	C	C	C	C	C	C	-
Municipal Service Uses, including City Utility Uses, Police and Fire Stations	C	C	C	C	C	C	-
Correctional Facility, Detention Center, Jail, Penitentiary, Prison, Penal Institution (1 -249 beds)	-	-	-	-	C	C	C
Correctional Facility, Detention Center, Jail, Penitentiary, Prison, Penal Institution (250 or more beds)	-	-	-	-	-	-	-
MINING AND EXCAVATION	**C-N**	**C-S**	**C-G**	**C-D**	**M-D**	**M-G**	**MD-EX**
Accessory uses and buildings customarily incidental to conditional uses	-	-	-	-	-	-	C
Agriculture, grazing of animals, raising crops	-	-	-	-	-	-	P
Automobile and truck service station	-	-	-	-	-	-	C
Cast stone, cement, cinder, terra cotta, tile brick, synthetic cast stone, block, pumice stone, and gypsum products	-	-	-	-	-	-	C
Coffee Shop	-	-	-	-	-	-	C
Construction equipment and supply trailer, temporary	-	-	-	-	-	-	C
Construction field office, temporary	-	-	-	-	-	-	C

Convenience store with gasoline sales	-	-	-	-	-	-	C
Gravel and sand excavation:							
1. Commercial operations	-	-	-	-	-	-	C
2. Temporary project specific operations	-	-	-	-	-	-	C
Machine Shop	-	-	-	-	-	-	C
Mines	-	-	-	-	-	-	C
Quarries	-	-	-	-	-	-	C
Parking lot incidental to a use conducted on the premises	C	C	C	C	C	C	C
Parking lot not incidental to a use conducted on the premises	C	C	C	C	C	C	C
Pottery, plaster, incidental plaster, plaster of paris, ceramic, and clay	-	-	-	-	-	-	C
Power generation (electrical) for on-site use							
Solar under 50 kvas	P	P	P	C	P	P	P
Solar 50 kva and above	C	C	C	C	C	C	C
Fuel cells, steam, hydro, or reciprocating engine	C	C	C	C	C	C	C
Wind under 5.9 kva	-	-	-	-	-	-	P
Auxiliary, temporary, wind, with more than 6 kva but less than 10 kva output	-	-	-	-	-	-	P
Fuel cells, steam, hydro, or reciprocating engine with more than 10.5 kva, but less than 150 kva output	-	-	-	-	-	-	C
Steam, hydro, or reciprocating engine with more than 150 kva, but less than 150 kva output	-	-	-	-	-	-	C
Rock crusher/concrete batch plant	-	-	-	-	-	-	C

Truck and freighting operation	-	-	-	-	-	-	C
Truck and heavy equipment service station and repair facility	-	-	-	-	-	-	C
Truck wash	-	-	-	-	-	-	C

AGENDA ITEM #2

Consideration of a request for a Plat Extension for the Matthews Meadows Phase 2 Subdivision.

Matthews Meadows Phase 2 Plat Extension

Updated staff report for the October 6 2026 Planning Commission meeting

To	Grantsville City Planning Commission
From	Community Development Staff
Meeting date	October 6, 2026
Subject	Third request for a six month extension of final plat approval

Purpose and current status

The applicant requests six additional months to record the Matthews Meadows Phase 2 final plat. At its September 15, 2026 meeting, the Planning Commission requested evidence of progress before approving the extension. The applicant reported on September 22 that it is working to complete the Phase 1 basin fence by October 5 and submitted a proposed MDA amendment on September 22. The amendment is scheduled for Planning Commission recommendation at the second October meeting. As of this report, the fence completion and the amendment recommendation remain pending.

Background

Matthews Meadows Phase 2 is a 41 lot residential subdivision near Durfee Street and Willow Street. The applicant is Grantsville New Team, LLC, represented by Shawn Holste. The Planning Commission approved the final plat on July 9, 2024. Its most recent six month extension, granted May 5, 2026, established a November 5, 2026 recording deadline. The applicant submitted the current request on August 21, 2026, citing economic conditions and unsold Phase 1 lot inventory. This is the third extension request.

Update since September 1st

September 1, 2026 The Planning Commission requested to see progress before approving the extension. The extension was not approved at that meeting.

September 22, 2026 Staff asked the applicant for a progress update. The applicant stated that work is underway to complete the required basin fence by October 5. This is a projected completion date; staff has not yet verified installation.

September 22, 2026 The applicant submitted a proposed MDA amendment. It has been placed on the agenda for a recommendation at the second Planning Commission meeting in October. Submission is a procedural step and does not constitute approval of the amendment.

Applicable ordinance

Section 21.2.1, Diligence, requires development to be actively pursued to completion and an extension to be requested before the approval expires. Section 21.4.7 requires an approved final plat to be recorded within 365 days or the approval becomes void. The existing report also identifies the restriction on recording a final plat while a development agreement or amendment is under consideration.

Staff analysis

The September 22 submission and planned fence installation are responsive to the Commission's request for evidence of progress. They are meaningful steps, but the distinction between an anticipated milestone and a completed requirement matters. Staff should confirm the fence has been installed before treating that item as complete. The MDA amendment remains subject to Planning Commission consideration and any further required action before the plat can be recorded.

Matthews Meadows Phase 2 still has a recorded staff balance of $24,700, consisting of a $24,000 open space fee in lieu and a $700 bond fee. The original report also identifies the Phase 1 basin fence as outstanding, a Matthews Meadows Phase 1 plat amendment requiring recordation, the Heritage Farms Phase 1 appraisal and fee in lieu, and unresolved Canyon View MDA and fee in lieu obligations. The September 22 update does not establish that these other items have been satisfied. Staff should confirm the specific purpose and status of the newly submitted MDA amendment before identifying any of them as resolved.

The requested extension would move the current November 5, 2026 recordation deadline by six months, if approved. Because the Commission asked to see progress before acting, the October 5 fence target and the second October meeting offer opportunities to evaluate that progress while the present approval remains in effect.

Proposed findings

- The final plat approval currently has a November 5, 2026 recordation deadline, and the applicant submitted the extension request before that date.
- This is the applicant's third request to extend the Matthews Meadows Phase 2 final plat approval.
- On September 1, 2026, the Planning Commission requested evidence of progress before approving the request.
- On September 22, 2026, the applicant reported that the Phase 1 basin fence is targeted for completion by October 5; completion has not yet been verified.
- On September 22, 2026, the applicant submitted a proposed MDA amendment scheduled for Planning Commission recommendation at the second October meeting; the amendment has not yet received that recommendation.
- Fees and other development requirements identified in the prior staff report remain subject to verification and completion before recordation as applicable.

Grantsville New Team, LLC
1676 Progress Way • Tooele, UT 84074

To: Grantsville City Planning Commission

Attn: Shelby Moore

From: Shawn Holste

Date: August 21, 2026

Subject: Request for Six-Month Extension of Agreement – Matthews Meadows Subdivision, Phase 2

Dear Members of the Planning Commission,

We respectfully request a six-month extension of the agreement currently scheduled to expire on November 5, 2026.

As noted in previous discussions with the Commission, ongoing economic conditions have continued to impact our ability to move forward with Phase 2 at this time. We remain committed to the development; however, we are still working through existing lot inventory in Phase 1, where a number of lots have yet to have homes built on them. Given these circumstances, we are not currently in a position to proceed with Phase 2 immediately.

We appreciate your consideration of this request and your continued support of our efforts. Please let us know if any further documentation or information is needed.

Sincerely,



Shawn Holste
Managing Member
Grantsville New Team, LLC

Shelby Moore <smoore@grantsvilleut.gov>

Reminder: Planning Commission Meeting on September 1, 2026

Brian Barrow <
To: Shelby Moore <>, >, Nicole Ackman <>, Bill Cobabe <

Fri, Sep 25, 2026 at 5:29 PM

Shelby,

Thank you for the update and for your continued assistance in helping us work through the various outstanding items related to our projects with the City and making sure we are addressing everything needed to keep these moving forward.

My understanding is that Shawn has already followed up with you regarding the outstanding items and obligations request. I have followed up with our fence contractor, and they have confirmed that the required fence around the Phase 1 retention basin will be completed next week. Additionally, I'm sure you saw the latest review comments from the County regarding the Matthews Meadows Phase 1 Amended plat, as well as Aaron's response from Focus with the updated plat.

As you're aware, we also have the Canyon View MDA added to the Planning Commission agenda for October 20, 2026, and I plan to be available for that meeting.

I've also attached the appraisal for Heritage Farms. The appraised value is $650,000, which would calculate the required fee-in-lieu payment at $65,000. Please let me know which direction you would prefer us to take and whether any additional City approval or documentation is necessary for us to process the fee-in-lieu payment for Heritage Farms.

Thanks again for your help. Talk soon.

Thanks,

Brian

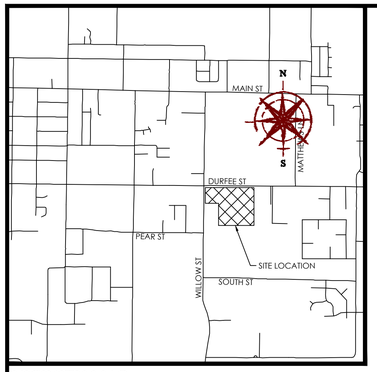
MATTHEWS MEADOWS SUBDIVISION

PHASE 2 FINAL PLAT

LOCATED IN THE NE1/4 OF SECTION 6 & NW1/4
OF SECTION 5, T3S, R5W,
SALT LAKE BASE & MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

GRAPHIC SCALE

80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

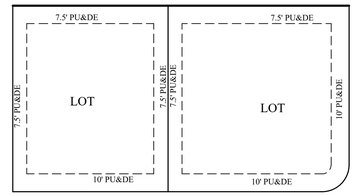


VICINITY MAP

N.T.S

LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- SECTION MONUMENT (NOT FOUND)
- WITNESS CORNER (FOUND)
- BOUNDARY MARKERS
- STREET MONUMENT (TO BE SET)
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- RETENTION POND EASEMENT (SEE NOTE 2)



RIGHT OF WAY

TYPICAL PU& DE

N.T.S.



WITNESS CORNER TO THE NORTHWEST CORNER OF SECTION 5,T3S, R5W, SLB&M FOUND 3" STANDARD FLAT BRASS MONUMENT
(LOCATED N89°50'03"W 492.39' FROM CALCULATED NORTHWEST CORNER)

N89°49'23"E 492.53' (PER HATHCOCK SURVEY)

NORTHWEST CORNER OF SECTION 5, T3S, R5W, SLB&M (CALCULATED POSITION)

N00°03'05"E 261.86' (PER HATHCOCK SURVEY)

WITNESS CORNER TO THE NORTHWEST CORNER OF SECTION 5,T3S, R5W, SLB&M FOUND 3" STANDARD ROUND BRASS MONUMENT 1987

WITNESS CORNER TO THE NORTH 1/4 CORNER OF SECTION 5,T3S, R5W, SLB&M FOUND 2.5" STANDARD ROUND BRASS MONUMENT 2020

(RECORD HATHCOCK SURVEY 09-0013-01: 2638.14')
BASIS OF BEARING: N89°33'09"W 2638.30' (MEASURED)

1787.21' (TIE)

S0°26'51"W 663.72' (TIE)

POINT OF BEGINNING

S89°12'00"E 149.65'

N0°48'00"E 35.28'

S89°20'15"E 688.45'

S0°22'36"W 38.27'

S89°37'24"E 146.52'

N0°40'00"E 33.09'

MATTHEWS MEADOWS SUBDIVISION PHASE 1 ENTRY # 599179

LOT 1 16-028-0-0001 JEREMY & CHERI LEAVITT (JT) ENTRY NO. 502906

LEAVITT MINOR SUBDIVISION #275987

01-072-0-0022 EDWARD G. & JULIA N. MARTIN (JT) ENTRY NO. 130218

01-072-0-0042 BOARD OF EDUCATION ENTRY NO. 164597

01-070-0-0077 BOARD OF EDUCATION ENTRY NO. 170238

01-070-0-0100 ELEVEN TWENTY SEVEN LC ENTRY NO. 529324

MERRILL STREET (PUBLIC - 66' ROW)

CHRISTENSEN WAY (PUBLIC - 66' ROW)

McCONAUGHEY DRIVE (PUBLIC - 66' ROW)

DAMON DRIVE (PUBLIC - 66' ROW)

PARCEL A 0.03 acres 1242 sqft

N88°49'10"W 315.34'

N0°11'56"W 8.54'

N88°30'00"W 72.75'

N89°39'00"W 254.00'

N88°33'55"W 341.47'

N0°42'00"E 660.88'

S0°48'00"W 707.02'

Easement Line Table		
LINE	DIRECTION	LENGTH
(L1)	N89°18'00"W	20.00
(L2)	N00°41'54"E	98.39
(L3)	N00°41'58"E	98.28

Curve Table					
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15.00	89°42'36"	23.49	S44°28'42"E	21.16
C2	15.00	89°52'00"	23.53	N45°44'00"E	21.19
C3	15.00	90°17'24"	23.64	S45°31'18"W	21.27
C4	15.00	90°08'00"	23.60	N44°16'00"W	21.24
C5	15.00	89°54'00"	23.54	N45°45'00"E	21.19
C6	15.00	89°40'36"	23.48	S44°27'42"E	21.15
C7	48.00	89°40'36"	75.13	S44°27'42"E	67.69
C8	15.00	90°06'00"	23.59	S44°15'00"E	21.23
C9	15.00	34°17'31"	8.98	N17°31'22"E	8.84
C10	60.00	3°03'45"	3.21	N33°08'15"E	3.21
C11	60.00	59°05'34"	61.88	N02°03'35"E	59.18
C12	60.00	48°22'13"	50.65	N51°40'18"W	49.16
C13	15.00	34°17'31"	8.98	S73°33'14"W	8.84
C14	60.00	37°49'55"	39.62	S75°19'26"W	38.90
C15	60.00	158°15'39"	165.73	S44°27'42"E	117.85
C16	60.00	9°54'12"	10.37	S80°48'30"E	10.36

Tooele County Coordinate Table		
Point #	Northing	Easting
1	824340.3041	739891.1429
2	824360.9100	737252.9200
3	824622.7699	737253.1549
4	824621.2488	736760.6272
5	823691.0514	738098.8088
6	822984.0963	738088.9372
7	822992.6460	737747.5741
8	822994.2003	737493.5802
9	822996.1047	737420.8551
10	823004.6390	737420.8243
11	823011.1386	737105.5524
12	823671.9666	737113.6252
13	823705.0554	737114.0102
14	823704.0922	737260.5311
15	823665.8236	737260.2796
16	823657.8640	737948.6841
17	823693.1408	737949.1766

SURVEYOR'S CERTIFICATE

I, Justin Lundberg, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 12554439 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, a parcel, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat.

For Review
04/03/2024 9:07:47 AM

JUSTIN LUNDBERG
PROFESSIONAL LAND SURVEYOR
LICENSE NO. 12554439

DATE

BOUNDARY DESCRIPTION

A part of the Northeast Quarter of Section 6 and the Northwest Quarter of Section 5, Township 3 South, Range 5 West, Salt Lake Base and Meridian (Basis of Bearing: N89°33'09"W between the Witness Corner to the Northwest Corner and the Witness Corner to the North Quarter Corner of Section 5, Said Northwest Corner is an unmarked point which lies N0°03'05"E 261.86 feet from said Witness Corner [note: Previous surveys and descriptions which have relied on Tooele County Dependent data show this distance to be 262.72 feet]), being located in Grantsville City, Tooele County, Utah, being more particularly described as follows:

Beginning at a point along the westerly boundary line LEAVITT MINOR SUBDIVISION, according to the official plat thereof recorded January 12, 2007 as Entry No. 275987 in the Tooele County Recorder's Office, said point being N89°33'09W 1787.21 feet along the Section line and S0°26'51"W 663.12 feet from the Witness Corner to the North Quarter Corner of Section 5, Township 3 South, Range 5 West, Salt Lake Base and Meridian; thence along said plat S00°48'00"W 707.02 feet to that Boundary Line Agreement Recorded December 30, 2008 as Entry No. 318261 in the Tooele County Recorder's Office; thence along said Boundary Line Agreement the following six (6) courses: (1) N88°33'55"W 341.47 feet; thence (2) N89°39'00"W 254.00 feet; thence (3) N88°30'00"W 72.75 feet; thence (4) N00°11'56"W 8.54 feet; thence (5) N88°49'10"W 315.34 feet (record: N88°49'10"W 169.15 feet and N88°49'10"W 146.19); thence (7) N00°42'00"E 660.88 feet; thence N00°40'00"E 33.09 feet; thence S89°37'24"E 146.52 feet; thence S00°22'36"W 38.27 feet; thence S89°20'15"E 688.45 feet; thence N00°48'00"E 35.28 feet; thence S89°12'00"E 149.65 feet to the point of beginning.

Contains: 15.28 acres+/-
41 lots

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE HEREON DESCRIBED TRACT OF LAND AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, A PARCEL, AND STREETS TOGETHER WITH EASEMENTS AS SET FORTH HEREAFTER TO BE KNOWN AS

MATTHEWS MEADOWS SUBDIVISION, PHASE 2

THE UNDERSIGNED OWNERS HEREBY DEDICATE TO GRANTSVILLE CITY ALL THOSE TRACTS OF LAND DESIGNATED ON THIS PLAT AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO GRANTSVILLE CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR DRAINAGE AND THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY SERVICE LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN AND/OR NOTED ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF _____ HAVE HEREUNTO SET _____

HAND THIS _____ DAY OF _____ A.D. 20__

_____ _____
GRANTSVILLE NEW TEAM LLC

_____ _____
SHAWN HOLSTE, MANAGER

DOMINION ENERGY UTAH

QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION OR THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532.

QUESTAR GAS COMPANY
dba DOMINION ENERGY UTAH

APPROVED THIS _____ DAY OF _____ A.D. 20__

BY _____

TITLE _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME , THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____ L.L.C., A UTAH L.L.C. AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY

MY COMMISSION No._____ _____
PRINTED FULL NAME OF NOTARY

SHEET 1 OF 1

DATE: 5/18/2023

PREPARED FOR

GRANTSVILLE NEW TEAM LLC
1676 PROGRESS WAY
TOOELE, UTAH 84074
(801) 301-8591
CONTACT: SHAWN HOLSTE

BENCHMARK

NORTHEAST CORNER OF SECTION 05
TOWNSHIP 03 SOUTH, RANGE 05 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4309.08
DATUM:NAVD88

CITY ATTORNEY

APPROVED AS TO FORM ON THIS _____
DAY OF _____ A.D. 20____.

_____
GRANTSVILLE CITY ATTORNEY

TOOELE COUNTY TREASURER

I HEREBY CERTIFY THAT PROPERTY TAXES DUE AND OWNING HAVE BEEN PAID IN FULL THIS ____ DAY OF ____ A.D. 20___.

_____
TOOELE COUNTY TREASURER

CITY MAYOR

PRESENTED TO THE GRANTSVILLE CITY COUNCIL THIS ___ DAY OF ___A.D., 20___, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

_____ _____
GRANTSVILLE CITY MAYOR ATTEST: CITY RECORDER

RECORD OF SURVEY

PER STATE STATUTE 17-23-17, A SURVEY THAT INCLUDES THE LANDS SHOWN HEREON HAS BEEN COMPLETED AND FILED IN THE OFFICE OF THE TOOELE COUNTY SURVEYOR AND ASSIGNED FILE No. 2023-0019

MATTHEWS MEADOWS SUBDIVISION
PHASE 2 FINAL PLAT
LOCATED IN THE NE1/4 OF SECTION 6 & NW1/4
OF SECTION 5, T3S, R5W,
SALT LAKE BASE & MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

PREPARED BY

FOCUS ENGINEERING AND SURVEYING, LLC
6949 SOUTH HIGH TECH DRIVE SUITE 200
MIDVALE, UT 84047 PH: (801) 352-0075
www.focusutah.com

DRAWN BY:	CHECKED BY:	QAQC BY:
MPM	JPW	

GRANTSVILLE CITY PUBLIC WORKS

APPROVED THIS _____ DAY OF _____A.D. 20__ BY THE GRANTSVILLE CITY PUBLIC WORKS DEPARTMENT.

_____
GRANTSVILLE CITY PUBLIC WORKS DIRECTOR

GRANTSVILLE CITY FIRE DEPARTMENT

APPROVED THIS _____ DAY OF _____A.D. 20__ BY THE GRANTSVILLE CITY FIRE DEPARTMENT

_____
GRANTSVILLE CITY FIRE DEPARTMENT

GRANTSVILLE CITY PLANNING COMMISSION

APPROVED THIS _____ DAY OF_____ A.D. 20__ BY THE GRANTSVILLE CITY PLANNING COMMISSION.

_____
CHAIR, GRANTSVILLE CITY PLANNING COMMISSION

TOOELE COUNTY SURVEYOR

APPROVED THIS _____ DAY OF_____ A.D. 20__

_____
TOOELE COUNTY SURVEY DIRECTOR

GRANTSVILLE CITY ENGINEER OR DESIGNEE

APPROVED THIS _____ DAY OF _____ A.D. 20__ BY THE GRANTSVILLE CITY ENGINEERING DEPARTMENT.

_____
GRANTSVILLE CITY ENGINEER

TOOELE COUNTY RECORDER

NO._____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED & FILED AT THE REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____

_____ _____
FEE $ TOOELE COUNTY RECORDER

Z:_2023\23-0012 MATTHEWS MEADOWS PHASE 2\DESIGN 23-0012\DWG\SHEETS\C2 - FINAL PLAT.DWG

21.2.1 Diligence

Each development shall be actively pursued to completion. Any application that exceeds the time limits stated in this chapter will be deemed null and void and all vested rights are waived by the subdivider for that development. An application shall be null and void and all vested rights waived by the subdivider for that development if they do not complete a stage or they fail to make a progress report to the planning commission within 365 days. Any extension must be requested prior to the expiration of the original approval. Should an application become void, the applicant must reapply at the first stage for that level of development.

Shelby Moore <>

Fw: 2023105 - Matthews Meadows Ph. 2 Final

Brian Barrow <> Mon, Aug 17, 2026 at 5:51 PM
To: Shelby Moore <>
Cc: Shawn Holste <>, Nicole Ackman <>, Bill Cobabe <>

Hi Shelby,

Hope all is well. I wanted to get ahead of the upcoming deadline and follow up regarding the Matthews Meadows Subdivision, Phase 2 plat and our request to extend the current deadline before November 5th.

As noted previously, ongoing economic conditions have continued to impact our ability to move forward with Phase 2 at this time. We remain committed to the development, but we are still working through existing lot inventory in Phase 1, where a number of lots have yet to have homes built on them. Given those circumstances, we are not currently in a position to proceed with Phase 2 immediately.

That said, we also wanted to better understand the expectation that the Phase 2 plat must be recorded by the current deadline. Recording the plat at this stage would require us to incur additional and potentially unnecessary expenses, including bonding and related costs, before we are prepared to move forward with development. Additionally, if market conditions or project needs result in any changes after recording, we could be forced into an amendment process that may otherwise be avoidable.

With that in mind, we respectfully request your guidance on the process for extending the plat deadline and preserving the approvals while we continue working toward the appropriate timing for Phase 2. Would you like me to prepare a memo to the members of the Planning Commission, similar to what was submitted last time?

Please let us know if anything else is needed. Talk soon.

Thanks,

Brian

AGENDA ITEM #3

Presentation, Public Hearing, Discussion, and Recommendation: Recommendation for the second proposed Plat Amendment for Stansbury Shadows Phase 3 Subdivision, located approximately at 256 S Liberty Landing.

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

STAFF REPORT

To: Grantsville City Planning Commission
From: Shelby Moore, Planning and Zoning Administrator **Meeting Date:** October 6th, 2026
Public Hearing Date: October 6th, 2026

Re: Presentation, Public Hearing, Discussion, and Recommendation regarding the second proposed Plat Amendment for Stansbury Shadows Phase 3 Subdivision, located approximately at 256 South Liberty Landing.

Executive Summary
RDJ Investments, LLC is requesting approval of the Stansbury Shadows Phase III Minor Subdivision 2nd Amendment. The proposal would divide existing Lot 304, an approximately 2.06-acre parcel, into two residential lots and create one additional building lot. Both proposed lots exceed the minimum lot-area requirement of the R-1-21 zoning district. The primary review issue is continued access from Liberty Landing, an existing private road that predates the City's current street standards. The Fire Department has determined that the existing access and turnaround are sufficient for its apparatus, and the construction plans have received departmental approval. Staff recommends approval subject to the conditions in this report.

Proposal and Property Information
The subject property is located at approximately 256 South Liberty Landing and is identified as parcel 20-006-0-0304. The property is owned by RDJ Investments, LLC, with Rick Phelps identified as the applicant representative. It is within the R-1-21 zoning district and is currently designated as Lot 304 of the Stansbury Shadows Phase III Minor Subdivision.
The proposed amendment would create the following lots:

- Lot 304: approximately 44,926 square feet, or 1.03 acres, with a proposed address of approximately 218 South Liberty Landing.
- Lot 305: approximately 44,710 square feet, or 1.03 acres, with a proposed address of approximately 222 South Liberty Landing.

Both lots would obtain access from Liberty Landing. The plat identifies the applicable building setbacks and the ingress, egress, public utility, drainage, and other easements serving the property.

Background
Stansbury Shadows was originally developed before adoption of the City's current Land Use Ordinance. Liberty Landing was established as a private road serving the subdivision and does not fully conform to the City's current standard residential street requirements.
During preliminary review, staff requested planning and legal guidance regarding the road's existing nonconforming status, the effect of adding residential lots, and whether full street improvements would be

*** 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.

proportionate to the proposal's impacts. The City's consulting planner concluded that the existing street may continue under its grandfathered status, but the City should evaluate whether improvements are reasonably necessary to protect public health, safety, and welfare. The City Attorney agreed that the decision makers should balance the proposal's actual impacts against the extent and cost of bringing Liberty Landing to current standards.

Zoning and Lot Compliance
The R-1-21 zoning district generally requires a minimum lot area of 21,780 square feet. Each proposed lot contains more than 44,000 square feet and exceeds the minimum lot-area requirement. The final plat depicts the applicable building setbacks, utility and drainage easements, and legal access for both lots. Based on the submitted plat, both lots meet the applicable area and frontage requirements of the R-1-21 zone.

Access and Liberty Landing
Liberty Landing is an existing private road serving multiple residences. Under the current Land Use Ordinance, a private street serving more than two residences would ordinarily be required to meet residential-street standards. Liberty Landing, however, predates those standards.
Requiring reconstruction of the entire private road may not be proportionate to the impact of creating one additional residential lot. The principal safety question is whether the existing access configuration and turnaround can accommodate emergency vehicles. The plat identifies a 50-foot ingress, egress, public utility, and drainage easement benefiting Lots 304 and 305, together with the existing access configuration and related easements.

Fire Access and Turnaround
The Grantsville Fire Department reviewed Liberty Landing and the existing turnaround. The Fire Marshal provided written confirmation that the road and turnaround are within the spirit of the fire code and sufficient for the Department's existing apparatus. The Fire Department approved the submitted construction plans on August 18, 2026.

Development Review
The construction plan set received the following departmental approvals:

- Planning Department - August 18, 2026.
- Fire Department - August 18, 2026.
- Grantsville Irrigation Company - August 18, 2026.
- Public Works Department - August 18, 2026.
- City Engineer - August 19, 2026.

The plans include culinary water, secondary water, sanitary sewer, drainage, utility, and access improvements. Plan approval does not relieve the applicant from compliance with City ordinances, applicable construction standards, or requirements identified during construction.

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Staff Analysis

The amendment creates one additional residential lot within an existing subdivision, and both proposed lots substantially exceed the minimum area required in the R-1-21 zone. The principal issue is continued use of Liberty Landing as an existing nonconforming private road.

Staff finds that requiring full reconstruction of Liberty Landing would likely exceed the proportionate impact of adding one residential lot because:

- Only one additional building lot would be created.
- Both proposed lots exceed one acre.
- The Fire Department determined that the existing access and turnaround are sufficient for its apparatus.
- The construction plans received the required departmental approvals.

Continued use of the private road is reasonable provided that all access easements remain in effect, the emergency turnaround remains unobstructed, and the applicant completes the improvements shown on the approved construction plans.

Staff Recommendation

Staff recommends that the Planning Commission forward a recommendation of approval to the City Council for the Stansbury Shadows Phase III Minor Subdivision 2nd Amendment, subject to the following conditions:

1. The final plat shall substantially conform to the plans prepared by Ensign Engineering and approved through the City's development review process in August 2026.
2. The amendment shall create no more than the two lots shown on the proposed final plat: Lot 304 and Lot 305.
3. Department, or other reviewing agencies shall be completed before the plat is recorded.
4. All required culinary water, secondary water, sanitary sewer, drainage, utility, and access improvements shall be installed or appropriately bonded for before the plat is recorded, as required by City ordinance.
5. All required water rights, water shares, fees, impact fees, and other applicable development charges shall be satisfied before recording or issuance of a building permit, as applicable.
6. The ingress, egress, utility, drainage, and emergency-access easements shown on the plat shall be recorded with the subdivision amendment and shall remain unobstructed.
7. Liberty Landing and the existing fire-apparatus turnaround shall be maintained to provide continuous and unobstructed emergency access acceptable to the Grantsville Fire Department.
8. No fencing, parking, landscaping, structures, storage, or other obstructions shall be placed within the required emergency-access or turnaround area.
9. The applicant shall comply with all applicable federal, state, county, and City requirements.

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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.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

811 Know what's below. Call before you dig.

STANSBURY SHADOWS PHASE III
MINOR SUBDIVISION 2ND AMENDMENT

256 SOUTH LIBERTY LANDING
GRANTSVILLE, UTAH 84029

Grantsville City Development Review
Submittal # 5 08/18/2026

APPROVED
Grantsville City
Planning Department
08/18/2026

APPROVED
Grantsville City
Fire Department
08/18/2026

Approved
Grantsville
Irrigation Co.
08/18/2026

APPROVED
Grantsville City
Public Works
08/18/2026

APPROVED
Grantsville City
Engineer
08/19/2026

INDEX OF DRAWINGS

1-1	SUBDIVISION PLAT
C-001	GENERAL NOTES
C-002	GRANTSVILLE CITY GENERAL NOTES
C-003	GRANTSVILLE CITY GENERAL NOTES
C-004	PRE CONSTRUCTION GENERAL NOTES
C-005	CONSTRUCTION SUBMITTAL GENERAL NOTES
C-100	SITE PLAN / UTILITY PLAN
C-200	DETAILS
C-201	DETAILS
C-202	DETAILS

DATE PRINTED
August 12, 2026

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

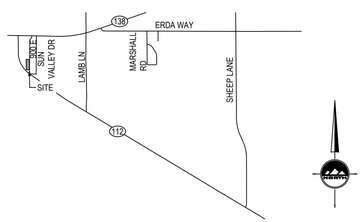
NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

VICINITY MAP



NO SCALE

GENERAL NOTES

1. ALL WORK SHALL CONFORM TO GRANTSVILLE CITY STANDARDS & SPECIFICATIONS.
2. CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

NOTES:
- APPROVED BY CITY STAFF ON: _____.
- PRE-CONSTRUCTION MEETING DATE: _____.

APPROVED FOR CONSTRUCTION ON THIS _____ DAY OF _____, 20___.

_____
GRANTSVILLE CITY PUBLIC WORKS DIRECTOR

APPROVED BY CITY ENGINEER: GRANTSVILLE CITY, UTAH
FOR PUBLIC IMPROVEMENTS ONLY (SHEETS_____)

_____ _____
CITY ENGINEER DATE

APPROVAL OF THESE PLANS DOES NOT RELEASE THE DEVELOPER FROM RESPONSIBILITY FOR CORRECTION OF MISTAKES, ERRORS OR OMISSIONS CONTAINED THEREIN. IF DURING THE COURSE OF CONSTRUCTION THE PUBLIC INTEREST REQUIRES A MODIFICATION OR A DEPARTURE FROM THE CITY SPECIFICATIONS, OR THE APPROVED PLANS, THE CITY SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATION OR A DEPARTURE, AND TO SPECIFY THE MANNER WHICH THE SAME IS MADE.

ENSIGN
THE STANDARD IN ENGINEERING

TOOELE
3950 N Tealby Way, Ste 200
Erda, UT 84074
Phone: 435.843.3590

SANDY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
RICK PHELPS
125 SOUTH LIBERTY LANDING
GRANTSVILLE, UTAH 84029

CONTACT:
RICK PHELPS
PHONE: 801-414-7333

STANSBURY SHADOWS PHASE III
MINOR SUBDIVISION 2ND AMENDMENT
256 SOUTH LIBERTY LANDING
GRANTSVILLE CITY, UTAH 84029

PROFESSIONAL ENGINEER
10924116-2202
COREY B. CARPENTER
STATE OF UTAH

COVER

PROJECT NUMBER T1556E
PRINT DATE 2026-08-12
PROJECT MANAGER C. CHILD
DESIGNED BY C. CARPENTER

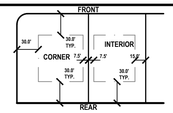
C-000

811 Know what's below. Call before you dig.

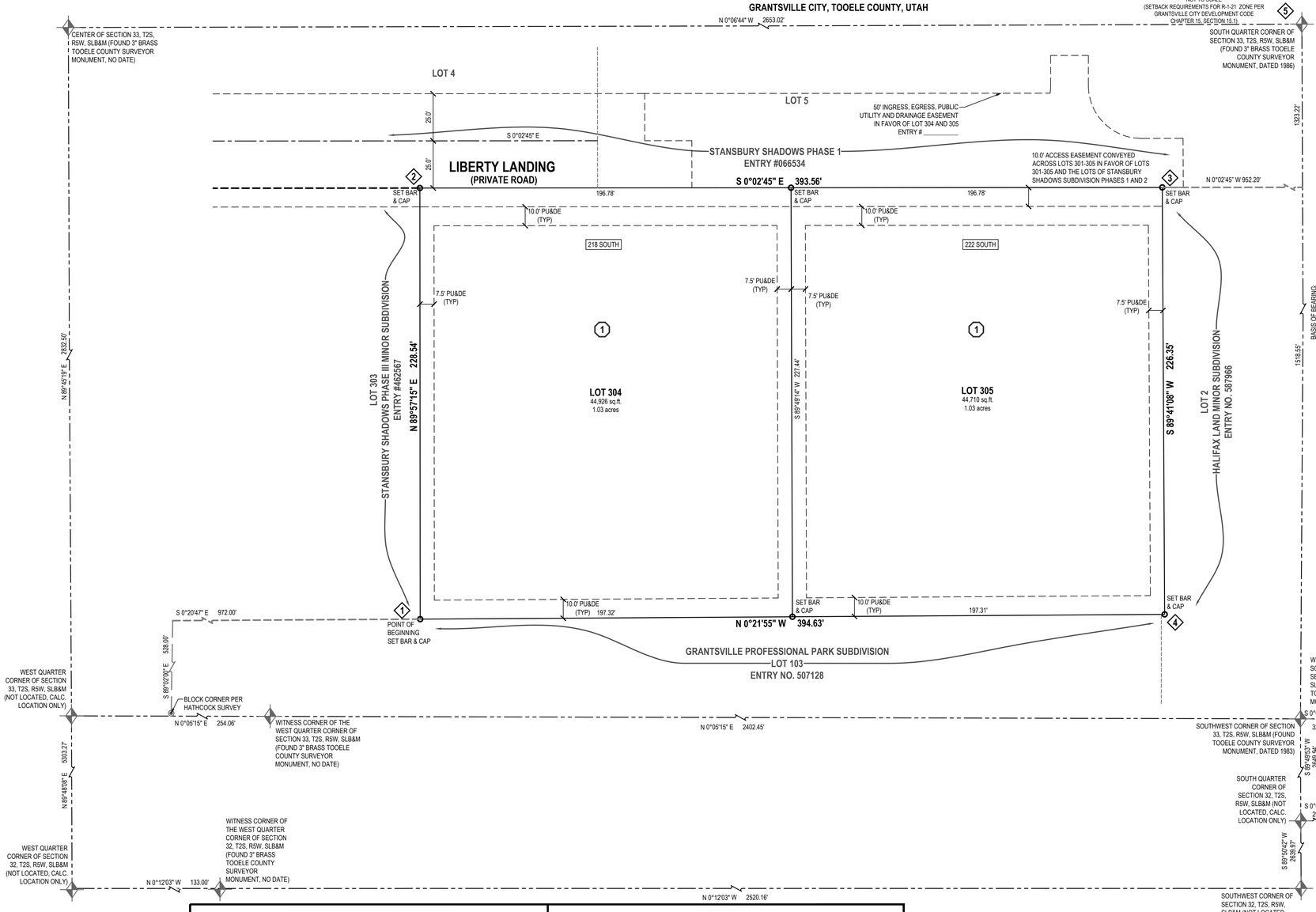
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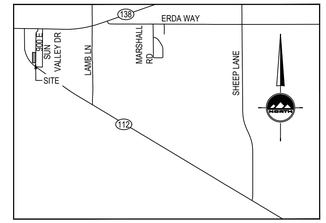
STANSBURY SHADOWS PHASE III MINOR SUBDIVISION 2ND AMENDMENT
FINAL PLAT

(AMENDING LOT 304 OF STANSBURY SHADOWS PHASE III MINOR SUBDIVISION)
LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 33 TOWNSHIP 2 SOUTH, RANGE 5 WEST
SALT LAKE BASE AND MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH



TYPICAL BUILDING SETBACKS
NOT TO SCALE
(SETBACK REQUIREMENTS FOR R-1-21 ZONE PER GRANTSVILLE CITY DEVELOPMENT CODE CHAPTER 15, SECTION 15.1)





VICINITY MAP
NOT TO SCALE

LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- ENSIGN ENG. LAND SURV.
- SET 24" X 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV." AT ALL LOT CORNERS; OFFSET PINS TO PLACED IN BACK OF CURBS
- PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENTS
- DETENTION BASIN

STATE PLANE (NAD 83)		
POINT #	NORTHING	EASTING
1	7387462.31	1384084.79
2	7387462.49	1384313.34
3	7387068.93	1384313.65
4	7387067.68	1384087.31
5	7386122.74	1385411.27

HORIZONTAL GRAPHIC SCALE

30 0 15 30 60
(IN FEET)
HORZ: 1 inch = 30 ft.

SURVEYOR'S CERTIFICATE

I, **Douglas J Kinsman** do hereby certify that I am a Professional Land Surveyor, and that I hold license No. **334575** in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-73-504, have verified all measurements, and have subdivided said tract of land into a lot, together with easements, hereafter to be known as STANSBURY SHADOWS PHASE III MINOR SUBDIVISION 2ND AMENDMENT , and that the same has been correctly surveyed and monumented on the ground as shown on this plat. I further certify that the lot meets frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land, situate in the Southwest Quarter of Section 33, Township 2 South, Range 5 West, Salt Lake Base and Meridian, said parcel also located in Grantsville City, Tooele County, Utah, more particularly described as follows:

Beginning at a point South 89°02'00" East 528.00 feet and South 0°20'47" East 972.00 feet from the Block Corner found per Hathcock Survey, filed under Entry No. 2017-0002-01 in the Tooele County Recorder's Office, said point being South 89°41'08" West 1323.22 feet along the section line and North 0°02'45" West 1345.77 feet to and along the west line of Stansbury Shadows Subdivision filed under Entry No. 066534, Book 378, Page 355 in the Tooele County Recorder's Office, and South 89°57'15" West 228.54 feet from the South Quarter Corner of Section 33, Township 2 South, Range 5 West, Salt Lake Base and Meridian, and running:

thence North 89°57'15" East 228.54 feet along the Southerly lot line of Lot 303 of Stansbury Shadows Subdivision Phase III filed under Entry No. 462567 in the Tooele County Recorder's Office, to the Westerly lot line of Lot 4 of Stansbury Shadows Subdivision, filed under Entry No. 066534 in the Tooele County Recorder's Office;
thence South 0°02'45" East 393.57 feet along said lot line;
thence South 89°41'08" West 226.35 feet;
thence North 0°21'55" West 394.63 feet to the Southerly lot line of Lot 303 of Stansbury Shadows Subdivision Phase III and to the Point of Beginning.

Contains 89,636 square feet or 2.06 acres, 2 lots.

AUGUST 12 2026
Date
Douglas J. Kinsman
License No. 334575

PROFESSIONAL LAND SURVEYOR
No. 334575
DOUGLAS J. KINSMAN
STATE OF UTAH
8-12-26

OWNER'S DEDICATION AND CONSENT TO RECORD

Known all men by these present that the undersigned are the owner(s) of the hereon described tract of land and hereby cause the same to divided into lots and streets together with easements as set forth hereafter to be known as:

STANSBURY SHADOWS PHASE III MINOR SUBDIVISION 2ND AMENDMENT

(AMENDING LOT 304 OF STANSBURY SHADOWS PHASE III MINOR SUBDIVISION)

The undersigned owner(s) hereby dedicate to Grantsville City all those parts or portions of said tract of land on said plat designated hereon as streets, the same to be used as public thoroughfares forever. The undersigned owner(s) also hereby convey to Grantsville City and to all public utility companies providing service to the hereon described tract a perpetual, non-exclusive easement over the public utility, and drainage easements shown on this plat, the same to be used for drainage and the installation, maintenance and operation of public utility service lines and facilities. The undersigned owner(s) also convey any other easements shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof I / we have hereunto set my / our hand this_____day of_____A.D., 20_____.

By: RDJ INVESTMENTS, LC
RICK A. PHELPS, MANAGING MEMBER

By: RDJ INVESTMENTS, LC
JANELL R. PHELPS, MANAGING MEMBER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of Tooele)

On the _____ day of _____ A.D., 20_____, personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication,_____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____,

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)S.S.
County of Tooele)

On the _____ day of _____ A.D., 20_____, personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication,_____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____,

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

NOTES

1. NO DRIVEWAYS SHALL BE CONSTRUCTED SO AS TO SLOPE TOWARD ANY STRUCTURES WITHOUT WRITTEN PERMISSION FROM GRANTSVILLE CITY ENGINEER.
2. LANDSCAPING WITHIN THE STORM DRAINAGE EASEMENTS TO BE MAINTAINED BY THE RESPECTIVE LOT OWNER(S).
3. UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES, AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. AT THE OWNERS EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITH THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.
4. THE APPROVAL OF THIS MINOR SUBDIVISION WAS GRANTED UPON CONDITION THAT THE OWNER OR OWNERS OF EACH LOT IN THIS SUBDIVISION WILL IMMEDIATELY INSTALL OR PAY FOR THE INSTALLATION OF SIDEWALK, CURB, GUTTER OR OTHER REQUIRED AND SPECIFIED OFFSITE IMPROVEMENTS, WITHIN NINETY DAYS OF A WRITTEN NOTICE FROM GRANTSVILLE CITY TO COMPLETE SAID IMPROVEMENTS. THE REQUIREMENT TO INSTALL OR PAY FOR SAID IMPROVEMENTS WAS AN AGREEMENT OF THE ORIGINAL OWNER OF THIS SUBDIVISION AND IS A COVENANT RUNNING WITH THESE LOTS AND SUBSEQUENT OWNERS OF THESE LOTS SHALL ALSO ASSUME THE SAME OBLIGATION WHEN THEY ACQUIRE OWNERSHIP OF THE SAME.
5. RDJ INVESTMENTS, LC HEREBY CONVEYS AND GRANTS A RIGHT-OF-WAY ACROSS THE PRIVATE 50.0-FOOT INGRESS/EGRESS EASEMENT AS SHOWN ON STANSBURY SHADOWS SUBDIVISION PHASE I AND II AND IT'S SUCCESSORS AND/OR ASSIGNS.
6. THIS IS A RESIDENTIAL SUBDIVISION
7. THIS SUBDIVISION IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE.

ROCKY MOUNTAIN POWER COMPANY

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

APPROVED THIS _____ DAY OF _____, 20

ROCKY MOUNTAIN POWER

BY - _____

TITLE - _____

ENBRIDGE GAS

ENBRIDGE GAS UTAH - NOTE:
QUESTAR GAS COMPANY, DBA ENBRIDGE GAS UTAH ("ENBRIDGE"), APPROVES THIS PLAT SOLELY TO APPROXIMATE THE LOCATION OF ENBRIDGE'S RIGHT-OF-WAY/EASEMENT(S) AND EXISTING UNDERGROUND FACILITIES BUT DOES NOT WARRANT OR VERIFY THEIR PRECISE LOCATION. THIS APPROVAL DOES NOT (A) AFFECT ANY RIGHT ENBRIDGE HAS UNDER TITLE 54, CHAPTER 8A, A RECORDED EASEMENT OR RIGHT-OF-WAY, PRESCRIPTIVE RIGHTS, OR ANY PROVISION OF LAW, (B) CONSTITUTE ACCEPTANCE OF ANY TERMS CONTAINED IN ANY PORTION OF THE PLAT, AND (C) GUARANTEE ANY TERMS OR WAIVE ENBRIDGE'S RIGHT TO REQUIRE ADDITIONAL EASEMENTS FOR GAS SERVICE.

APPROVED THIS _____ DAY OF _____, 20

QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH

BY - _____

TITLE - _____

FLOODPLAIN NOTE:

(1) PORTIONS OF THIS SUBDIVISION ARE LOCATED WITHIN A FEMA-DESIGNATED FLOOD HAZARD AREA (SEE FEMA MAP). ALL FUTURE RESIDENTIAL STRUCTURES SHALL BE CONSTRUCTED SUCH THAT THE LOWEST FINISHED FLOOR, INCLUDING ANY BASEMENT OPENINGS OR WINDOW WELLS, IS A MINIMUM OF 18 INCHES ABOVE THE HIGHEST ADJACENT NATURAL GROUND ELEVATION.

TOOELE COUNTY TREASURER

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

_____
TOOELE COUNTY TREASURER

GRANTSVILLE CITY MAYOR APPROVAL

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

_____ GRANTSVILLE CITY MAYOR

_____ ATTEST: GRANTSVILLE CITY RECORDER

GRANTSVILLE CITY ATTORNEY'S APPROVAL

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

_____ GRANTSVILLE CITY ATTORNEY

GRANTSVILLE CITY PLANNER

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

_____ GRANTSVILLE CITY PLANNER

STANSBURY SHADOWS PHASE III MINOR SUBDIVISION 2ND AMENDMENT
FINAL PLAT

(AMENDING LOT 304 OF STANSBURY SHADOWS PHASE III MINOR SUBDIVISION)
LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 33 TOWNSHIP 2 SOUTH, RANGE 5 WEST
SALT LAKE BASE AND MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH

DEVELOPER
RICK PHELPS
125 SOUTH LIBERTY LANDING
GRANTSVILLE, UTAH 84029
801-414-7333

GRANTSVILLE CITY FIRE DEPARTMENT APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____, BY THE GRANTSVILLE CITY FIRE DEPT.

_____ GRANTSVILLE CITY FIRE CHIEF

GRANTSVILLE CITY PUBLIC WORKS APPROVAL

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

_____ GRANTSVILLE CITY PUBLIC WORKS DIRECTOR

GRANTSVILLE PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20_____, BY THE GRANTSVILLE CITY PLANNING COMMISSION.

_____ CHAIR, GRANTSVILLE CITY PLANNING COMMISSION

TOOELE COUNTY SURVEY DEPARTMENT

APPROVED THIS _____ DAY OF _____, 20_____, BY THE TOOELE COUNTY SURVEY DEPARTMENT.

RECORD OF SURVEY FILE #2017-0062-01

_____ TOOELE COUNTY SURVEY DEPT. DIRECTOR

GRANTSVILLE CITY ENGINEER'S CERTIFICATE

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

_____ GRANTSVILLE CITY ENGINEER _____ DATE

SHEET 1 OF 1

PROJECT NUMBER : T1556D
MANAGER : D KINSMAN
DRAWN BY : M. SANDOVAL
CHECKED BY : D. KINSMAN
DATE : 8/6/2026

TOOELE
3950 North Tealby Way, Ste 200
Erda, Utah 84074
Phone: 435.843.3590
WWW.ENSIGNENG.COM

SALT LAKE CITY Phone: 801.255.0529
LAYTON Phone: 801.547.1100
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

TOOELE COUNTY RECORDER

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

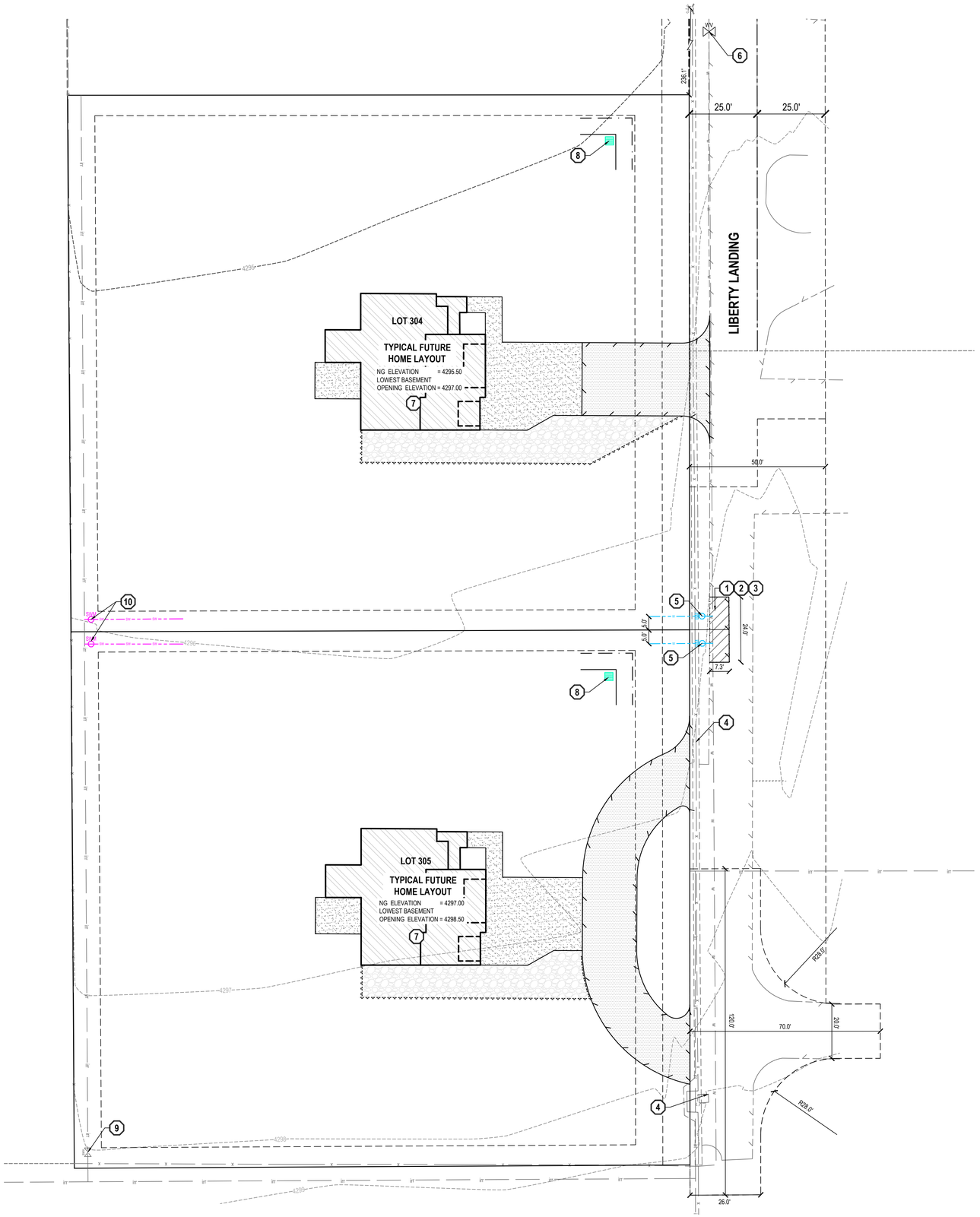
811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

NAVD 88 BECHMARK AT THE INTERSECTION OF WILLOW AND MAIN STREET, SECTION 31, TOWNSHIP 2 SOUTH, RANGE 5 WEST SALT LAKE BASE AND MERIDIAN

ELEV = 4292.00'



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. ASPHALT T PATCH PER C-200 PER GRANTSVILLE CITY STANDARDS.
2. SAWCUT EXISTING ASPHALT PAVEMENT TO PROVIDE A CLEAN EDGE FOR THE TRANSITION BETWEEN EXISTING AND PROPOSED ASPHALT PAVEMENT.
3. REMOVE AND PROPERLY DISPOSE OF EXISTING ASPHALT PAVEMENT.
4. PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, SIGNS, ETC. (TYPICAL UNLESS OTHERWISE NOTED).
5. INSTALL 1" HDPE SDR 9 CULINARY WATER SERVICE LATERAL AND 3/4" METER SET PER PER GRANTSVILLE CITY STANDARDS AND SPECIFICATIONS.
6. CONTRACTOR TO VERIFY SIZE, DEPTH, AND LOCATION OF EXISTING MAIN LINE. IF MAIN LINE DOES NOT EXTEND THIS FAR THEN THE LINE WILL NEED TO BE EXTENDED TO THIS POINT. MATCH EXISTING LINE SIZE AND TYPE.
7. PORTIONS OF THIS SUBDIVISION ARE LOCATED WITHIN A FEMA-DESIGNATED FLOOD HAZARD AREA (SEE FEMA MAP). ALL FUTURE RESIDENTIAL STRUCTURES SHALL BE CONSTRUCTED SUCH THAT THE LOWEST FINISHED FLOOR, INCLUDING ANY BASEMENT OPENINGS OR WINDOW WELLS, IS A MINIMUM OF 18 INCHES ABOVE THE HIGHEST ADJACENT NATURAL GROUND ELEVATION.
8. GRAVEL SUMP & DRAINAGE SWELL. SEE DETAIL SHEET 2/C-200. ELEVATION OF TOP OF SUMP TO BE MIN TWO FEET LOWER THEN TOP OF DRAINAGE SWELL.
9. EXISTING IRRIGATION SERVICE CONNECTION.
10. INSTALL SECONDARY 1" WATER METER AND 1" SDR 9 250 PSI PURPLE ULTRA CTS POLY PIPE SECONDARY SERVICE LATERAL PER GRANTSVILLE IRRIGATION STANDARDS AND SPECIFICATIONS. CONTRACTOR TO VERIFY EXISTING SIZE AND EXISTING LOCATION.

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)

HORZ: 1 inch = 20 ft.

ENSIGN
THE STANDARD IN ENGINEERING

TOOELE
3950 N Tealby Way, Ste 200
Erda, UT 84074
Phone: 435.843.3590

SANDY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
RICK PHELPS
125 SOUTH LIBERTY LANDING
GRANTSVILLE, UTAH 84029

CONTACT:
RICK PHELPS
PHONE: 801-414-7333

STANSBURY SHADOWS PHASE III
MINOR SUBDIVISION 2ND AMENDMENT

256 SOUTH LIBERTY LANDING
GRANTSVILLE CITY, UTAH 84029

PROFESSIONAL ENGINEER 10924116-2202 COREY J. CHILD STATE OF UTAH
08-1-2026

SITE / UTILITY PLAN

PROJECT NUMBER: T1556E
PRINT DATE: 2026-08-12
PROJECT MANAGER: C. CHILD
DESIGNED BY: C. CARPENTER

C-100

Docusign Envelope ID: FB038E2B-5C72-8E05-8080-19779C323543

Grantsville Fire Department

26 N. Center Street
Grantsville, UT 84029
(435) 884-3343

To whom it may concern,

Liberty Landing as a fire department access road and turnaround is within the spirit of the fire code and will be sufficient for our existing fire apparatus.

Thank you.

Signed by:
Nicholas Critchlow
2BDC5B0276DE495...

Nicholas Critchlow

Fire Inspector/Deputy Fire Marshal
Email: firemarshal@grantsvilleut.gov
Cell: (435) 830-1006

GRANTSVILLE
INCORPORATED 1867

Shelby Moore <smoore@grantsvilleut.gov>

Liberty Landing Stansbury Shadows Minor Sub

8 messages

Shelby Moore <smoore@grantsvilleut.gov> Wed, Apr 16, 2025 at 12:01 PM
To: Shay Stark <shay.stark@aquaeng.com>

Shay,

An individual is inquiring about subdividing parcel 20-006-0-0304. Are you aware of any agreement or stipulations if they decided to subdivide further? They are wanting to divide it into 4 lots and I'm not sure if there is a restriction on how many dwellings a private lane can serve.

GRANTSVILLE
INC. 1867

SHELBY MOORE
Planning & Zoning Administrator
Department of Public Works
Office: (435) 884-4604
Email: Smoore@Grantsvilleut.gov

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Shay Stark <shay.stark@aquaeng.com> Wed, Apr 16, 2025 at 2:54 PM
To: Shelby Moore <smoore@grantsvilleut.gov>

Shelby,

This is a strange subdivision that I really don't know many details about. The first phase was originally developed in early 90's. The oldest dwelling was built in 1995. There were two other phases developed later on. The City Land Use Ordinance was adopted in 1996 along with a new zoning map. Phase of this subdivision was approved before the new land use ordinance was adopted and so it was developed under a different set of regulations. The property in question is currently zoned R-1-21 as it was in 1996. In 1984 this property does not look like it was in the City. The land directly to the west was zoned RR-1 and the change from a minimum of 1 acre lots to ½ acre lots in the RR-1 looks to have been made in 1984. So even though there are currently no ½ acre lots in the subdivision the zoning and past precedence would favor allowing ½ acre lots.

Since this was developed under different regulations I would think that the existing street is grandfathered in. But, I have to believe that the non-conforming use requirements found in GLUDMC 5.12 would still apply to the street which is a component supporting the residential lots:

5.12 Non-Conforming Use Of Land

The nonconforming use of land, existing at the time this Ordinance became effective, may be continued, provided that no such nonconforming use of land shall in any way be expanded or extended either on the same or on adjoining property, and provided that if such nonconforming use of land, or any portion thereof, is abandoned or changed for a period of one year or more, any future use of such land shall be in conformity with the provisions of this Ordinance.

We can verify with Tysen that this is an appropriate application of this code, but if this applies then due to expanding the use and increasing the density of the lots in this subdivision the new lots would be required to comply with the current ordinances. The current definition for a private street (GLUDMC Chapter 2, 247 Private Street), requires that a street serving more than two residences is to be developed to the City Standard for a "standard residential street." There is a legal concept of rough proportionality where the City must balance requirements of the standards and ordinances with the actual impacts of the proposed development. This certainly seems to me to be a situation where the impact of the addition of thee lots on this existing street in comparison with the requirement to retrofit the street to meet the standard of a "standard residential street" may not be proportional. However, there may be legitimate components of the standard residential street

that are necessary for the health, safety and welfare of those living in the neighborhood that may be appropriate. This will ultimately be up to Planning Commission and possibly City Council to determine.

Since the land is part of a previous subdivision the application would have to be a Level 3 subdivision.

102 South Liberty Landing is a lot that was subdivided fairly recently as Bakers Almost Half Acre. It may be beneficial to look at that subdivision as it fronts Liberty Landing. I don't think it was part of the original Liberty Landing Subdivision, it was just a back pasture of the lot fronting Main Street so as far as process goes it is not a good example but I am just wondering if there is anything in the file that might help with the history of Liberty Landing and what precedence if any that this approval has set with respect to the street.

Thanks,

SHAY STARK – PLANNER/DESIGNER

AQUA ENGINEERING

OFFICE (801) 299-1327 DIRECT (801) 683-3731

shays@aquaeng.com www.aquaeng.com

533 W 2600 S Suite 275 Bountiful, UT 84010

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[Quoted text hidden]

Shelby Moore <smoore@grantsvilleut.gov> Thu, Apr 17, 2025 at 7:56 AM
To: Tysen Barker <tbarker@grantsvilleut.gov>

Tysen,

Please review Shay's response and let me know your opinion.
[Quoted text hidden]

Tysen Barker <tbarker@grantsvilleut.gov> Thu, Apr 17, 2025 at 2:02 PM
To: Shelby Moore <smoore@grantsvilleut.gov>

After reviewing Shay's history and analysis, I think he hit it on the head. Grandfathered status of the street, a level 3 application, and a balancing of proportionate impact of street improvements will need to be done by the decision makers to determine whether all street improvements to make this a standard street are going to be required of the applicant.
[Quoted text hidden]

Shelby Moore <smoore@grantsvilleut.gov> Thu, Apr 17, 2025 at 3:23 PM
To: Shay Stark <shay.stark@aquaeng.com>

Shay,

Here is Tysens response.

Tysen Barker 2:03 PM (1 hour ago)

to me

After reviewing Shay's history and analysis, I think he hit it on the head. Grandfathered status of the street, a level 3 application, and a balancing of proportionate impact of street improvements will need to be done by the

decision makers to determine whether all street improvements to make this a standard street are going to be required of the applicant.

SHELBY MOORE
Planning & Zoning Administrator
Department of Public Works
Office: (435) 884-4604
Email: Smoore@Grantsvilleut.gov

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[Quoted text hidden]

Shay Stark <shay.stark@aquaeng.com> Thu, Apr 17, 2025 at 4:04 PM
To: Shelby Moore <smoore@grantsvilleut.gov>

Shelby,

Good to know. I am trying to weight out in my mind if they should just submit the application and see what happens with the street or if they should present a concept and get feed back on the street before submitting the application.

I am not sure that with just adding three lots to the existing lot count that there is enough traffic generated to justify much improvement of the existing street. Certainly emergency access concerns would be valid upgrades. However, it looks like there is a paved hammer head to the east near the south of this property that very likely fills the requirements of the Fire Code. It looks like there is only a few feet available on the east side that could possibly allow for additional pavement width but then the question would be does that few feet somehow improve traffic flow or safety? Is there a public services twist here that would justify requiring additional street improvements?

I feel like ether way with submittal of the application or a concept discussion, staff would need to provide some input to the powers that be on what is appropriate or necessary with improvement of the street, if anything at all, so that the discussion does not go off the rails from the beginning due to very little information to base the consideration on.

Thanks,

SHAY STARK – PLANNER/DESIGNER

AQUA ENGINEERING

OFFICE (801) 299-1327 DIRECT (801) 683-3731

shays@aquaeng.com www.aquaeng.com

533 W 2600 S Suite 275 Bountiful, UT 84010

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AGENDA ITEM #4

Presentation, Public Hearing, Discussion and Recommendation: Recommendation of the proposed amendments to Chapters 2, 8, and 15 of the Grantsville Land Use Ordinance to establish a new use for Animal Encounters Facilities.

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

STAFF REPORT

To: Grantsville City Planning Commission
From: Shelby Moore, Planning and Zoning Administrator **Meeting Date:** October 6th, 2026
Public Hearing Date: October 6th, 2026

Re: Presentation, Public Hearing, Discussion, and Recommendation regarding proposed amendments to Chapters 2, 8, and 15 of the Grantsville Land Use Ordinance to establish Animal Encounter Facilities as a new conditional use.

Executive Summary
Grantsville City is considering amendments to Chapters 2, 8, and 15 of the Grantsville Land Use Development and Management Code to establish and regulate Animal Encounter Facilities. The proposal creates a specific definition, identifies permitted and excluded activities, establishes operational and site standards, and lists the use as conditional in the R-1-21 zoning district. The current draft responds to prior Planning Commission discussion by tying animal capacity to available open area, tying visitor capacity to approved parking with a maximum of 40 participants per hour, allowing scheduled sessions and designated hours, and clarifying when incidental activities may occur without another approval. This report summarizes the current draft and identifies matters for Commission consideration. It does not include a staff recommendation.

Background and Purpose
The City's existing code does not provide a distinct land-use category for a facility that allows members of the public to interact with domesticated farm animals for educational or recreational purposes. Without specific standards, an applicant and the City may have difficulty distinguishing an animal encounter operation from agriculture, a home occupation, an event venue, a kennel, or another commercial use. The proposed ordinance creates a conditional-use pathway intended for rural or agricultural properties while addressing the commercial and public-facing components of the operation. The standards focus on visitor volume, parking, traffic, animal capacity, sanitation, accessibility, hours, noise, lighting, emergency access, and compatibility with surrounding residential properties.

Proposed Ordinance Amendments

Chapter 2 Definitions

Chapter 2 would add the following definitions:

- Animal Encounters: a facility where members of the public may observe, handle, feed, or otherwise interact with domestic farm animals for educational or recreational purposes.

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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.

- Animal Husbandry: the breeding, raising, feeding, housing, and general care of domesticated animals for agricultural purposes, including food, fiber, animal-derived products, and the facilities necessary for those activities.

Chapter 8 Section 8 10 Animal Encounters

The proposed Section 8.10 establishes the substantive standards for an Animal Encounter Facility. The use may include supervised animal interaction, agricultural education, livestock demonstrations, guided farm tours, photography sessions, workshops, seasonal agricultural activities, accessory sales, animal enclosures, visitor areas, sanitation stations, feed storage, and customary accessory agricultural structures. The following uses are expressly excluded:

- Commercial kennels and animal boarding facilities.
- Veterinary hospitals or clinics.
- Animal breeding as the primary use.
- Slaughter facilities.
- Exotic, wild, or dangerous animals.
- Commercial event centers, wedding venues, concerts, carnivals, and amusement parks.

Chapter 15 Use Table

Table 15.1 would identify Animal Encounters as a conditional use in the R-1-21 zoning district. The draft does not authorize the use in the other residential districts shown in the table. Each proposal would therefore require a Conditional Use Permit and site-specific review by the Planning Commission.

Operational Standards

Primary Agricultural Use

The agricultural operation must remain the primary use of the property. Public interaction, educational programming, recreation, and merchandise sales must remain tied to and subordinate to the approved Animal Encounter Facility. Merchandise sales are limited to agricultural products produced on-site and educational materials, souvenirs, or merchandise directly related to the approved use.

Visitor Capacity and Hours

Visitor capacity would be limited by the number of required and available parking spaces approved through the site plan and Conditional Use Permit. The number of participants in an animal encounter may not exceed the approved parking capacity or 40 participants per hour, whichever is less. Parking, queuing, loading, and unloading in a public street or right-of-way would be prohibited.
Activities may operate by appointment, scheduled sessions, designated operating hours, or a combination of those methods. This structure permits staggered or overlapping activities when they remain within the approved parking and visitor limits. Proposed hours are 7:00 a.m. to 10:00 p.m., subject to additional limitations imposed through the Conditional Use Permit when necessary to address site-specific impacts.

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Animal Capacity and Open Area

The revised draft replaces fixed animal totals based solely on parcel acreage with the City's open-area standards for large, medium, and small animals:

- Large animals: 10,000 square feet of open area for the first fully grown animal and 2,000 additional square feet for each additional fully grown animal.
- Medium animals: 1,000 square feet of open area per fully grown animal, with no more than six medium animals per one-half acre of open area.
- Small animals: 100 square feet of open area per fully grown animal, with no more than six small animals per one-half acre of open area.

Stables, barns, shelters, corrals, and pens accessible to the animals may count toward required open area. When multiple animal classifications are present, the required area for each classification must be calculated separately, and the same area may not be counted for more than one classification. Offspring under six months housed with a parent are excluded from the maximum animal count.

Animal Setbacks and Welfare

No animal may be kept, corralled, penned, or raised within 100 feet of a pre-existing dwelling on adjoining property. The setback would not apply to a dwelling constructed after approval of the Conditional Use Permit, provided the facility remains compliant with its permit. Animals must be maintained in accordance with applicable welfare requirements and provided adequate food, water, shelter, sanitation, fencing, and veterinary care.

Compatibility and Public Facilities

The operation must minimize impacts related to noise, odor, lighting, traffic, parking, and other nuisances. Outdoor lighting must be shielded, animal interaction areas must remain sanitary, and circulation must minimize conflicts among vehicles, pedestrians, and livestock. Handwashing facilities must be accessible to visitors. The Planning Commission may require additional buffering, landscaping, screening, parking, circulation improvements, or operational limitations based on the property and the intensity of the use.
Public areas must comply with applicable accessibility requirements. Restrooms, including accessible facilities when required, must comply with building, fire, health, and accessibility regulations. Existing agricultural buildings may be used only when they comply with applicable building, fire, and health standards.

Site and Application Requirements
An Animal Encounter Facility would be subject to the following minimum site standards:

- A minimum property area of two acres.
- At least 125 feet of lot frontage.
- Direct legal access to a public street.
- Compliance with applicable parking, setbacks, landscaping, buffering, animal-spacing, and access requirements.

A Conditional Use Permit application must include a Chapter 11 site plan, parking and circulation plan,

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description of proposed activities, animal management plan, emergency access plan when required, and any additional information needed to evaluate the proposed use.

Incidental Activities and Expansion

The revised language allows animal husbandry, agricultural education, and other activities customarily incidental and subordinate to the approved Animal Encounter use without separate approval, but only when those activities remain within the scope, operational limits, and conditions of the approved Conditional Use Permit.

City review would be required before an activity materially changes or expands the approved use, including changes to the type or intensity of activities, visitor capacity, operating hours, animal types or numbers, parking demand, traffic, noise, commercial activity, or impacts on surrounding properties. The Community Development Director would determine whether an activity is incidental or requires an amendment or another approval. This language provides operational flexibility without creating an open-ended authorization for unrelated events or commercial activities.

Commercial Use and Conditional Use Review

An Animal Encounter Facility may be operated for profit. The ordinance does not treat it as micro-entrepreneurship or as an unrestricted agricultural use. Its commercial and public-facing characteristics are regulated directly through the Conditional Use Permit, including parking, visitor capacity, hours, merchandise sales, sanitation, accessibility, traffic, and neighborhood impacts.

Conditional-use review allows the Planning Commission to impose reasonable conditions that mitigate reasonably anticipated detrimental effects. The Commission's review should focus on identifiable land-use impacts and the measures necessary to address them rather than whether the applicant is organized as a for-profit or nonprofit entity.

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Table of Contents

Conditional Use Permits

Chapter 2 Definitions

Chapter 2 Definitions

Unless the context requires otherwise, the following definitions shall be used in the interpretation and construction of this Code. Words used in the present tense shall include the future; the singular number shall include the plural, and the plural the singular; the word building shall include the word “structure;” the words "used" or "occupied" shall include arranged, designed, constructed, altered, converted, rented, leased, or intended to be used or occupied; the word “shall” is mandatory and not directory, and the word may is permissive; the word “person” includes a firm, association, organization, partnership, trust, company, or corporation, as well as an individual; the word “lot” includes the words plot or parcel. Words used in this Code but not defined herein shall have the meaning as defined in any other ordinance adopted by Grantsville City.

(1)-ACCESSORY FARM EMPLOYEE HOUSING (Amendment 8/21/02, complete addition of definition). A single-family dwelling providing the principal residence for a Farm employee and the employees’ family.

(2) ACCESSORY USE OR BUILDING. A use or building including solar energy systems and renewable energy uses on the same lot with, and of a nature customarily incidental and subordinate to, the principal use of building. An accessory use or building shall include any structure for caretaker, or security housing, or the confinement of animals.

(3) ACTIVE SOLAR SYSTEM. A system of equipment capable of collecting and converting incident solar radiation into heat, mechanical or electrical energy, and transferring these forms of energy by a separate apparatus to storage or to the point of use. It includes water heating, space heating or cooling, electric energy generating or mechanical energy generating and the architectural and engineering design or systems necessary to balance or optimize active components.

(4) AGENT. Any person who can show written proof that he is acting for the property owner and with the property owner's knowledge and permission.

(5) AGRICULTURE. The production of food through the tilling of the soil, the raising of crops, breeding, and raising of domestic animals and fowl, except household pets, and not including any agricultural industry or business.

(6) AGRICULTURAL INDUSTRY (AGRICULTURAL BUSINESS). The processing of raw food products by packaging, treating and/or intensive feeding. Agricultural industry includes, but is not limited to, animal feed yards, the raising of fur-bearing animals, food packaging and/or processing plants, commercial poultry or egg production, commercial greenhouses, and similar uses as determined by the Planning Commission.

(7) ALLUVIAL SOILS. Areas subject to periodic flooding as defined in the soil survey prepared by the Soil Conservation Service which encompasses Grantsville City.

(8) ALTERATIONS, STRUCTURAL**.** Any change in the supporting members of a building, such as bearing walls, columns beams or girders.

(9) AMUSEMENT PARK. Any place of organized amusement activity not conducted wholly within a completely enclosed building, whether a commercial or non-profit enterprise, except temporary celebrations sanctioned by the City Council by a special permit.

(10) ANIMAL CLINIC. (ALSO, ANIMAL HOSPITAL). Any building or portion thereof designed or used for the care or treatment of animals or fowl, and/or in which veterinary service is provided or is available.

(11) ANIMAL ENCOUNTERS. A facility where members of the public are permitted to observe, handle, feed, or otherwise interact with domestic farm animals for educational, or recreational purposes.

(12) ANIMAL HUSBANDRY. Means the breeding, raising, feeding, housing, and general care of domesticated animals for agricultural purposes, including the production of food, fiber, or other animal-derived products, and the maintenance of facilities necessary for such activities.

Chapter 8 Regulation Of General Applicability

8.1 Home Occupations
8.2 Congregate Care Facilities
8.3 Nursing Care Facilities
8.4 Group Homes
8.5 Transitional Treatment Homes
8.6 Municipal Ordinances Governing Elderly Residential Facilities
8.7 Municipal Ordinances Governing Residential Facilities For Handicapped Persons
8.8 Municipal Ordinances Governing Residential Facilities For Congregate Care Facilities, Nursing Care Facilities, Group Homes, And Transitional Treatment Homes
8.9 Micro Entrepreneurship

8.10 Animal Encounters
8.11 City Council Review And Approval Of Certain Developments Required
8.12 Essential Utilities And Infrastructure To Be Completed Prior To Issuance Of Building Permits

8.1 Home Occupations

(1) All home occupations whether allowed as a permitted use, or as a conditional use, shall comply with the following standards: (a) The home occupation must remain subordinate to the primary residential use of the dwelling and shall not alter the residential character of the dwelling or neighborhood. (b) The occupation shall occupy no more than 25% of the gross floor area of the dwelling unit or 500 square feet, whichever is less. (c) Only residents of the dwelling may engage in the occupation, unless otherwise authorized by permit. (d) The residence must be the principal residence of the applicant; (e) The occupation shall not produce tools, items, equipment or occupations which are offensive or noxious by reason of the emission of odor, smoke, gas, vibration, magnetic interference noise traffic, or other impacts detectable beyond the property boundaries. (f) No outdoor display, storage, or activity related to the occupation shall be visible from adjoining properties or public rights-of-way. (g) . No more than two clients or customers per hour ~~day~~ may visit the premises. Deliveries shall be limited to those normally made to a residence (e.g., postal service, small parcel carriers). (h) The home shall not require any internal alterations other than those necessary for a home occupation approved as a conditional use, nor any external alterations to the residence, nor provide any visible evidence from the exterior that the building is being used for any other purpose than that of a residence; (i) No on-site advertising or signage is permitted, except as specifically allowed by ordinance. (j) Any conditional use permit issued for a home occupation shall ensure that the residential character of the premises and neighborhood is preserved. (2) The following activities shall be permitted as home occupations that only require the approval of the Community Development Director, Zoning Administrator, or their designee: (a) Artists, illustrators, writers, photographers, editors, drafters, publishers Consultants, private investigators, f record keeping, and Bookkeeping (b) Home occupations that require a client to come to the home for service may be permitted, provided no more than two clients or customers per day visit the premises. Physicians, therapists, or other health care providers must obtain approval of a home occupation permit from the Planning Commission. (3) Applications for home occupation permits shall be filed with the Community

Development Director, Zoning Administrator, or their designee. The applications shall include the following information: (a) Confirmation that client traffic will not exceed two clients or customers per day. (b) A description of the type of business proposed; (c) A listing of the individuals at the home who will be working on the business; (d) The expected hours of operation of the business; and (e) If the business is conducted in an apartment, the application must also be approved by the apartment management. (4) Upon receipt of an application for a home occupation, the Community Development Director, Zoning Administrator, or their designee shall make a determination of the completeness. If the application is determined to be complete, the Community Development Director, Zoning Administrator, or their designee shall approve or deny the application, or forward it to the Planning Commission for a conditional use permit. (5) The Community Development Director, Zoning Administrator, or their designee shall issue a permit for the home occupation if they find that the: (a) provisions of this Ordinance are satisfied; (b) proposed home occupation will be in keeping with the character of the neighborhood and will not adversely affect the desirability or stability of the neighborhood; (c) proposed home occupation does not diminish the use and enjoyment of adjacent properties or create an adverse traffic or parking impact on adjacent streets or properties; (d) proposed home occupation will not negatively impact the future use of the property as a residence; (e) proposed home occupation will not adversely affect the public health, safety, or welfare; and (f) proposed home occupation conforms with all fire, building, plumbing, electrical and health codes. (6) If the application is forwarded to the Planning Commission for special consideration before issuing a conditional use permit, the Planning Commission shall consider the application and approve with conditions or deny the application in accordance with the procedures and standards set forth in chapter 7, Conditional Use Permits. (a) The Planning Commission, or the City Council, and Community Development Director, Zoning Administrator, or their designee, in the case of home occupations authorized by this chapter, may terminate any permit for a home occupation use upon making findings that support either or both of the following conclusions: (b) any of the required licenses or permits necessary for the operation of the business have been revoked or suspended; (c) violation or disregard of any condition issued in approval of the permit; or (d) violation of any of the provisions of this Ordinance anywhere on the property. (7) Any termination of a home occupation conditional use permit may be appealed to the Planning Commission if such appeal is made 30 days following the date of termination. Any person adversely affected by the denial or issuance of a home occupation conditional use permit may appeal that decision to the Planning Commission pursuant to chapter 3.23. (8) Existing licenses for home occupations which were legal under the prior ordinance regulating home occupations but which are not permitted under this Ordinance may be kept and reissued for subsequent years. (9) Home occupation conditional use permits issued under this Ordinance are personal to the applicant, non-transferable and do not run with the land.

Amended 05/02 by Ordinance 2002-06, 01/03 by Ordinance 2003-02

HISTORY
Amended by Ord. 2025-05 on 1/30/2025
Amended by Ord. 2025-39 on 12/3/2025
Amended by Ord. 2026-18 on 5/6/2026

8.2 Congregate Care Facilities

A congregate care facility shall be permitted as a conditional use in all residential zoning districts provided it complies with all of the requirements of the particular zoning district, all applicable requirements of this Ordinance and the Grantsville City Code, including business licensing requirements.

8.3 Nursing Care Facilities

A nursing care facility shall be permitted as a conditional use in all residential zoning districts provided that it complies with all of the requirements of that particular zoning district, all applicable requirements of this Ordinance and the Grantsville City Code, including business licensing requirements.

HISTORY
Amended by Ord. 2025-05 on 1/30/2025

8.4 Group Homes

(1) The purpose of this chapter is to permit the establishment of group homes for the disabled subject to licensing procedures and, where appropriate, conditional use standards. No group home for the disabled, shall be established, operated or maintained within the City without a valid license issued by the Board of Health.

(2) Small group homes (four to six residents) shall be permitted by conditional use permit upon the issuance of a license in all residential zoning districts, provided that no small group home shall be located within eight hundred feet of another group home or a transitional treatment home.

(3) Large group homes (seven or more residents) may be permitted by conditional use permit upon the issuance of a license in the RM-7 and RM-1 1 zoning districts provided that no large group home shall be located within eight hundred feet of another group home or a transitional treatment home.

(4) A residential facility for disabled persons shall be consistent with existing zoning of the desired location. A residential facility for disabled persons shall:

(a) be occupied on a 24-hour-per-day basis by eight or fewer disabled persons in a family-type arrangement under the supervision of a house family or manager;

(b) conform with applicable standards of the Department of Human Services;

(c) be operated by or operated under contract with that department;

(d) the facility meets all applicable building, safety, zoning, and health ordinances applicable to similar dwellings;

(e) the operator of the facility provides assurances that the residents of the facility will be properly supervised on a 24-hour basis;

(f) the operator of the facility establishes a municipal advisory committee through which all complaints and concerns of neighbors may be addressed;

(g) the operator of the facility provides adequate off-street parking space;

(h) the facility be capable of use as a residential facility for disabled persons without structural or landscaping alterations that would change the structure's residential character;

(i) no residential facility for disabled persons be established within three-quarters mile of another residential facility for disabled persons;

(j) no person being treated for alcoholism or drug abuse be placed in a residential facility for disabled persons;

(k) no person who is violent be placed in a residential facility for disabled persons; and

(l) placement in a residential facility for disabled persons be on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility.

(2) Upon application for a permit to establish a residential facility for disabled persons in any area where residential dwellings are allowed, except an area zoned to permit exclusively single-family swellings, Grantsville City may decide only whether or not the residential facility for disabled persons conforms to ordinances adopted by Grantsville City under this part. If Grantsville City determines that the residential facility for disabled persons complies with those ordinances, it shall grant the requested permit to that facility.

(3) The use granted and permitted by this section is non transferable and terminates if the structure is devoted to a use other than a residential facility for disabled persons or if the structure fails to comply with the ordinances adopted under this part.

HISTORY
Amended by Ord. 2025-05 on 1/30/2025

8.5 Transitional Treatment Homes

(1) The purpose of this chapter is to permit the establishment of transitional treatment homes for the disabled subject to licensing procedures and, where appropriate, conditional use standards. No transitional treatment home for the disabled, shall be established, operated or maintained within the City without a valid license issued by the Board of Health.

(2) Small transitional treatment homes (four to six residents) may be allowed as a conditional use permit in all residential zoning districts, provided that no small group home shall be located within eight hundred feet of another transitional treatment home or a group home.

(3) Large group homes (seven or more residents) may be permitted by conditional use permit in all residential zoning districts provided that no large group home shall be located within eight hundred feet of another group home or a transitional treatment home.

HISTORY
Amended by Ord. 2025-05 on 1/30/2025

8.6 Municipal Ordinances Governing Elderly Residential Facilities

(1) The purpose of this chapter is to establish that a residential facility for elderly persons shall:

(a) not be operated as a business;

(b) be owned by one of the residents or by an immediate family member of one of the residents or be a facility for which the title has been placed in trust for a resident;

(c) be consistent with existing zoning of the desired location; and

(d) be occupied on a 24-hour-per-day basis by eight or fewer elderly persons in a family-type arrangement.

(2) A residential facility for elderly persons is a permitted use in any area where residential dwellings are allowed, except an area zoned exclusively single-family dwellings. Upon application for a permit to establish a residential facility for elderly persons in any area where residential dwellings are allowed,

except an area zoned to permit exclusively single-family dwellings, Grantsville City may decide only whether or not the residential facility for elderly persons conform to ordinances adopted by Grantsville City under this part. The permit process requires that:

(a) the facility meet all applicable building, safety, zoning, and health ordinances applicable to similar dwellings;

(b) adequate off-street parking space be provided;

(c) the facility be capable of use as a residential facility for elderly persons without structural or landscaping alterations that would change the structure's residential character;

(d) no residential facility for elderly persons be established within three-quarters mile of another residential facility for elderly persons or residential facility for handicapped persons.

(e) no person being treated for alcoholism or drug abuse be placed in a residential facility for elderly persons; and

(f) placement in a residential facility for elderly persons be on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility.

(3) Subject to granting of a conditional use permit, a residential facility for elderly persons shall be allowed in any municipal zoning district that is zoned to permit exclusively single-family use, if that facility:

(a) conforms to all applicable health, safety, zoning, and building codes;

(b) is capable of use as a residential facility for elderly persons without structural or landscaping alterations that would change the structure's residential character; and

(c) no residential facility for elderly persons be established or permitted within three-quarters mile of another existing residential facility for elderly persons or residential facility for handicapped persons.

(4) The use granted and permitted by this section is non transferable and terminates if the structure is devoted to a use other than a residential facility for elderly persons or if the structure fails to comply with the ordinances adopted under this part.

(5) The requirements of this section that requires a residential facility for elderly persons obtains a conditional use permit or other permit does not apply if the facility meets the requirements of existing zoning ordinances that allow a specified number of unrelated persons to live together.

(6) The decision of a municipality regarding the application for a permit by a residential facility for elderly persons must be based on legitimate land use criteria and may not be based on:

(a) the age of the facility's residents; or

(b) discrimination against elderly persons and against residential facilities for elderly persons.

8.7 Municipal Ordinances Governing Residential Facilities For Handicapped Persons

(1) The purpose of this chapter is to establish that a residential facility for handicapped persons shall be:

(a) consistent with existing zoning of the desired location;

(b) be occupied on a 24-hour-per-day basis by eight or fewer handicapped persons in a family-type arrangement under the supervision of a house family or manager; and

(c) conform with applicable standards of the Department of Human Services and be operated by or operated under contract with that department.

(2) A residential facility for handicapped persons is a permitted use in any area where residential dwellings are allowed, except an area zoned exclusively single-family dwellings. Upon application for a building permit to establish a residential facility for handicapped persons in any area where residential dwellings are allowed, except an area zoned to permit exclusively single-family swellings, Grantsville City may decide only whether or not the residential facility for elderly persons conform to ordinances adopted by Grantsville City under this part. The building permit process shall require that:

(a) the facility meet all applicable building, safety, zoning, and health ordinances applicable to similar dwellings;

(b) the operator of the facility provides assurances that the residents of the facility will be properly supervised on a 24-hour basis;

(c) the operator of the facility establishes a municipal advisory committee through which all complaints and concerns of neighbors may be addressed;

(d) the operator of the facility provide adequate off-street parking space as is required in Chapter 6 of this code;

(e) the facility be capable of use as a residential facility for handicapped persons without structural or landscaping alterations that would change the structure's residential character;

(f) no residential facility for handicapped persons be established within three-quarters mile of another residential facility for handicapped persons;

(g) no person being treated for alcoholism or drug abuse be placed in a residential facility for handicapped persons;

(h) no person who is violent be placed in a residential facility for handicapped persons; and

(i) placement in a residential facility for handicapped persons be on a strictly voluntary basis and not a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional facility.

(3) Subject to granting of a conditional use permit, a residential facility for handicapped persons shall be allowed in any municipal zoning district that is zoned to permit exclusively single-family use. Subject to granting of a conditional use permit the Planning Commission shall be assured that:

(a) no person who is being treated for alcoholism or drug abuse may be placed in a residential facility for handicapped persons;

(b) no person who is violent may be placed in a residential facility for handicapped persons; and

(c) placement in a residential facility for handicapped persons shall be on a strictly voluntary basis and may not be a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional institution.

(d) conforms to all applicable health, safety, zoning, and building codes;

(e) is capable of use as a residential facility for handicapped persons without structural or landscaping alterations that would change the structure's residential character; and

(f) no residential facility for handicapped persons be established within three-quarters mile of another existing residential facility for handicapped persons.

(4) If Grantsville City determines that the residential facility for handicapped persons complies with those ordinances, it shall grant the requested permit to that facility.

(5) The decision of a municipality regarding the application for a permit by a residential facility for handicapped persons shall be based on legitimate land use criteria and may not be based on:

(a) handicapping condition of the facility's residents; and

(b) discrimination against handicapped persons and against residential facilities for handicapped persons.

(6) The use granted and permitted by this section is non transferable and terminates if the structure is devoted to a use other than a residential facility for handicapped persons or if the structure fails to comply with the ordinances adopted under this part.

(7) All Handicap Facilities shall follow the permitting process and guide lines for group homes.

HISTORY
Amended by Ord. 2025-05 on 1/30/2025
Amended by Ord. 2025-31 on 7/9/2025

8.8 Municipal Ordinances Governing Residential Facilities For Congregate Care Facilities, Nursing Care Facilities, Group Homes, And Transitional Treatment Homes

(1) The purpose of this chapter is to establish governing ordnances for Congregate Care Facilities, Nursing Care Facilities, Group Homes, and Transitional Treatment Homes. a. be owned by one of the residents or by an immediate family member of one of the residents or be a facility for which the title has been placed in trust for a resident; b. be consistent with existing zoning of the desired location; and c. be occupied on a 24-hour-per-day basis by one of the owners or by a facility manager.

(2) A residential facility for Congregate Care Facilities, Nursing Care Facilities, Group Homes, and Transitional Treatment Homes are a permitted use in any area where residential dwellings are allowed, except in areas developed under a PUD application or a Zoning Overlay District. Grantsville City may decide only whether or not the residential facility conform to ordinances adopted by Grantsville City under this part. The permit process requires that: a. the facility meets all applicable building, safety, zoning, and health ordinances applicable to similar dwellings;

b. adequate off-street parking space be provided; c. the facility be capable of use as a Congregate Care Facilities, Nursing Care Facilities, Group Homes, and Transitional Treatment Homes without structural or landscaping alterations that would change the structure's residential character; d. no Congregate Care Facilities, Nursing Care Facilities, Group Homes, and Transitional Treatment Homes be established within three-quarters mile of another residential facility.

(3) The use granted and permitted by this section is non-transferable and terminates if the structure is devoted to a use other than a Congregate Care Facilities, Nursing Care Facilities, Group Homes, and Transitional Treatment Homes or if the structure fails to comply with the ordinances adopted under this part.

(4) The requirements of this section that requires a Congregate Care Facilities, Nursing Care Facilities, Group Homes, and Transitional Treatment Homes obtains a conditional use permit or other permit does not apply if the facility meets the requirements of existing zoning ordinances that allow a specified number of unrelated persons to live together.

(5) The decision of a municipality regarding the application for a permit by a Congregate Care Facilities, Nursing Care Facilities, Group Homes, and Transitional Treatment Homes must be based on legitimate land use criteria and may not be based on: a. the age of the facility's residents; or b. discrimination against residential facilities and against residential facilities for Congregate Care Facilities, Nursing Care Facilities, Group Homes, And Transitional Treatment Homes.

HISTORY
Adopted by Ord. 2025-05 on 1/30/2025

8.9 Micro Entrepreneurship

(1) Purpose & Intent; The purpose of the Micro Entrepreneurship use is to support small, locally owned businesses that operate at a low-intensity and neighborhood-compatible scale. This use is intended to encourage economic vitality, self-employment, and innovation while preserving Grantsville City's rural character and minimizing land-use impacts such as traffic, noise, and visual clutter. (2) Use Description (What It Is) Micro Entrepreneurship is a small-scale use consisting of one independent micro-business operating within a single building or site. Activities are primarily conducted indoors and are characterized by: (a) No more than two (2) employees, which means the owner of the property and 1 employee, and (b) Customer traffic limited to approximately two to four (2-4) customers per hour, except for holidays and City events, and (c) Low environmental impact. Indoor activities are defined as business operations conducted entirely within an enclosed structure, including production, preparation, assembly, storage, office work, instruction, and customer interactions, with some regular outdoor business activity. The use may include small scale, small services, or limited sales that are incidental and proportional to the small scale of the operation. This use is not intended for industrial operations, large-scale retail, or high-traffic commercial centers. (3) Permitted Components (What's Allowed) The following activities may be permitted individually or in combination, subject to the Planning Commission approval and conditions: (a) Artisan or craft production. (e.g., woodworking, art, textiles, small-batch goods) (b) Cottage-scale and Micro Enterprise Kitchen food production consistent with Utah State Law 4-5a, 26B-7-416, and Tooele County Health Department. (c) Professional or creative offices. (e.g., design, consulting, technology services) (d) Personal services by appointment. (e.g., tutoring, repair services) (e) On-site and online sales of goods and produce. (f) Accessory storage directly related to on-site activities. (i) Accessory Structure Standards; The permitted accessory structure shall be limited to one (1) freestanding, movable structure not exceeding ten feet by ten feet (10' x 10') in size. The structure may be used only for accessory storage and incidental on-site sales directly related to the approved Micro Entrepreneurship use. The structure shall not be permanently affixed to the ground, shall not contain plumbing or permanent utilities unless otherwise approved, and shall comply with applicable setback, visibility, and compatibility standards. (4) Operational Limitations (How It Operates) (a) Businesses shall be small-scale and non-industrial in nature. (b) The maximum number of tenants or operators shall be limited to one (1), unless otherwise approved. (c) Retail sales shall be secondary to on-site production or services. (d) Wholesale distribution is prohibited. (e) No outdoor production activities unless expressly approved by the Planning Commission, subject to compatibility standards. (f) Events, classes, or demonstrations shall be limited in size and frequency and may require additional approval. (5) Compatibility Standards (a) Noise, odor,

vibration, and emissions shall not exceed levels typical of residential or low-intensity areas of no more than 85 decibels as measured 20 feet from the property line. (b) Outdoor storage is prohibited unless screened and approved by the Planning Commission. (c) Hours of operation shall be limited to 7:00 a.m. to 7:00 p.m. to ensure neighborhood compatibility. (d) Lighting shall be downward-directed. Minimized, and no light trespassing. (e) Signage shall comply with applicable sign regulations chapter 20. (f) Traffic generation shall be comparable to a home occupation. (6) Site & Development Standards (a) Parking, setbacks, landscaping, and buffering shall comply with the requirements of the underlying zoning district. (b) Existing structures may be reused or adapted were compliant with applicable code requirements. (c) Lots used for Micro Entrepreneurship shall have a minimum of 150 feet of frontage. (7) Approval Type; Conditional Use, as determined by the Planning Commission. (8) Enforcement & Flexibility (a) Conditions of approval may be imposed to address site-specific impacts. (b) Expansion, additional tenants, or changes in activity type require review and new approval. (c) Activities not expressly approved are prohibited. (9) Required Attachments; Site plan meeting Chapter 11 Site Plan Review requirements

HISTORY
Adopted by Ord. 2026-07 on 2/4/2026
Amended by Ord. 2026-18 on 5/6/2026

8.10 Animal Encounters

(1) Animal Encounter Facility is a use conducted on agricultural or rural property where domesticated farm animals are maintained for supervised public interaction, educational programs, demonstrations, guided tours, photography, and similar agricultural experiences. The use may include educational demonstrations, agricultural programs, family-oriented recreational activities, and the sale of agricultural products or merchandise accessory to the approved use.

This use shall not include:

(a) Commercial kennels.
(b) Veterinary hospitals or veterinary clinics.
(c) Animal breeding operations as the primary use.
(d) Boarding facilities.
(e) Slaughter facilities.
(f) Exotic, wild, or dangerous animals.
(g) Commercial event centers, wedding venues, concerts, carnivals, or amusement parks.

(2) The following activities may be permitted individually or in combination as part of an approved Animal Encounter Facility:

(a) Supervised interaction with domesticated farm animals.
(b) Agricultural education programs.
(c) Livestock demonstrations.
(d) Guided farm tours.
(e) Photography sessions.
(f) Educational workshops and classes.
(g) Seasonal agricultural activities.

(h) Sale of agricultural products produced on-site.
(i) Sales of educational materials, souvenirs, and merchandise directly related to the approved use.
(j) Animal pens, corrals, barns, shelters, fencing, and enclosures.
(k) Visitor gathering and educational areas.
(l) Handwashing and sanitation stations.
(m) Feed storage facilities.
(n) Accessory agricultural structures customarily associated with the use.
(o) Mass gathering permits.

(3) Operational Limitations

(a) The agricultural operation shall remain the primary use of the property.
(b) Visitor Capacity
    1. Visitor capacity shall be based on the number of required and available on-site parking spaces approved as part of the site plan and conditional use permit.
    2. The operator shall manage visitor groups and arrival times to minimize traffic, parking, noise, and other impacts on surrounding properties.
    3. The number of visitors participating in an animal encounter at any one time shall not exceed the approved on-site parking capacity or forty (40) participants per hour, whichever is less.
    4. Visitor parking, queuing, loading, and unloading within a public street or right-of-way is prohibited
(c) Activities may occur by appointment, scheduled sessions, designated operating hours, or a combination thereof.
(d) Hours of operation shall be limited to 7:00 a.m. to 10:00 p.m.
(e) Offspring under six (6) months of age housed with their parent animal shall not be counted toward the maximum animal limit.
(f) Merchandise sales shall be accessory to the approved use.
(g) Amplified outdoor sound, public address systems, and amplified music shall be prohibited unless specifically approved by the Planning Commission.
(h) Animals shall be maintained in accordance with all applicable federal, state, county, and local animal welfare regulations.
(i) Adequate food, water, shelter, sanitation, fencing, and veterinary care shall be provided at all times.

(4) Animal Capacity and Open Area Requirements

(a) The number and type of domesticated farm animals permitted within an animal encounter facility shall be based on the amount of open area available and calculated as follows:

    1. Large animals. The first fully grown large animal shall require a minimum of ten thousand (10,000) square feet of open area. Each additional fully grown large animal shall require an additional two thousand (2,000) square feet of open area.

    2. Medium animals. Each fully grown medium animal shall require a minimum of one thousand (1,000) square feet of open area. In no case shall more than six (6) medium animals be maintained per one-half (½) acre of open area.

3. Small animals. Each fully grown small animal shall require a minimum of one hundred (100) square feet of open area. In no case shall more than six (6) small animals be maintained per one-half (½) acre of open area.

(b) The area of stables, barns, shelters, corrals, and pens accessible to the animals may be included when calculating the required open area.

(c) When multiple classifications of animals are maintained on the property, the open area required for each animal classification shall be calculated separately. The same open area shall not be counted toward the requirements of more than one animal classification.

(d) No animal shall be kept, corralled, penned, or raised within one hundred feet (100′) of a pre-existing residential dwelling located on an adjoining property. The setback shall be measured from the nearest exterior wall or corner of the residential dwelling to the nearest boundary of the area accessible to the animals.

(e) The setback established in subsection (e) shall not apply to a residential dwelling constructed on an adjoining property after a conditional use permit for the animal encounter facility has been approved, provided the facility remains in compliance with the approved conditional use permit.

(5) Compatibility Standards

(a) The use shall be operated in a manner that minimizes impacts related to noise, odor, lighting, traffic, parking, and other potential nuisances.
(b) Outdoor lighting shall be shielded and directed away from adjoining properties.
(c) Animal interaction areas shall be maintained in a clean and sanitary condition.
(d) Visitor circulation shall minimize conflicts between vehicles, pedestrians, and livestock.
(e) Handwashing stations shall be provided in locations readily accessible to visitors.
(f) Additional buffering, landscaping, screening, or operational limitations may be required by the Planning Commission to ensure compatibility with surrounding properties.

(6) Site & Development Standards

(a) Animal Encounter Facility uses shall be located on properties containing a minimum of two (2) acres.
(b) The property shall have a minimum lot frontage of one hundred and twenty-five (125) feet.
(c) The property shall have direct legal access to a public street.
(d) Parking, setbacks, landscaping, buffering, animal spacing regulations, and access shall comply with the requirements of GLUDMC.

(7) Parking Requirements

(a) Off-street parking shall be provided in accordance with Chapter 6, Off-Street Parking and Loading.

(b) Required parking calculations shall include visitor parking, employee parking, and accessible parking spaces in accordance with applicable federal and state accessibility requirements.
(c) Parking areas shall be designed to safely accommodate anticipated visitor traffic and provide adequate circulation for passenger vehicles and emergency vehicles.
    1. All facilities open to the public shall comply with applicable federal, state, and local accessibility requirements, including the Americans with Disabilities Act (ADA).
(d) Restroom facilities, including ADA-accessible facilities when required, shall be provided in accordance with applicable building, fire, health, and accessibility regulations.

(8) Buildings; Existing agricultural buildings and accessory structures may be utilized provided they comply with all applicable building, fire, and health regulations.

(9) Special Events; Events, educational programs, tours, or gatherings exceeding the normal operational characteristics of the approved use may require additional permits, approvals, or inspections as required by the Grantsville City Code.

(10) Additional Conditions; The Planning Commission may require additional buffering, parking, circulation improvements, or operational limitations based upon the characteristics of the site and the intensity of the proposed use.

(11) Approval Type; Conditional Use Permit, as determined by the Planning Commission.

(12) Enforcement & Flexibility

(a) Conditions of approval may be imposed to address site-specific impacts.
(b) Expansion of activities, attendance levels, operating areas, or animal numbers beyond those approved may require additional review and approval.
(c) Activities customarily incidental and subordinate to the approved Animal Encounter use, including animal husbandry and agricultural education, may be conducted without additional approval, provided such activities remain within the scope, operational limits, and conditions of the approved Conditional Use Permit. Any activity that materially changes or expands the approved use including its type, intensity, visitor capacity, operating hours, animal types or numbers, parking demand, traffic, noise, commercial activity, or impacts on surrounding properties shall require review and approval by the City before the activity is commenced. The Community Development Direct shall determine whether an activity is incidental to the approved use or requires an amendment or other approval under this Code.
(d) Failure to comply with approved conditions may result in enforcement action or revocation of the Conditional Use Permit in accordance with the Grantsville Land Use Ordinance.

(13) Required Attachments

(a) Site Plan meeting Chapter 11 Site Plan Review requirements.
(b) Parking and Circulation Plan.
(c) Description of proposed activities.
(d) Animal Management Plan.
(e) Emergency Access Plan, if required.
(f) Any additional information requested by the Community Development Director, Zoning Administrator, or Planning Commission necessary to evaluate the proposed use.

8.11 City Council Review And Approval Of Certain Developments Required

(1) Notwithstanding any other provision to the contrary in this Code or under any other Grantsville city Ordinance, all new developments or construction projects having multiple occupancy non-residential structures with over four separate occupants or uses and all apartment or condominium structures or developments having more than two residential units, shall be first reviewed, and approved by the City Council prior to the commencement or construction.

(2) The City Council review and approval required by this Section shall take place prior to the issuance of any building permits for the proposed project or development. This requirement does not otherwise modify any other review and approval requirements by the Community Development Director, Zoning Administrator, or their designee, or the Planning Commission. The standard review and procedures approval shall be completed prior to the review and approval by the City Council under this Section.

(3) The review and approval by the City Council under this Section shall be conducted in an effort to ensure that all departments of the City are notified of the proposed project prior to construction, that all applicable building and zoning regulations have been complied with, that utilities are efficiently provided to the property and that any negative impacts to the neighborhood or community are mitigated. The City Council may impose such reasonable conditions and requirements as it deems necessary in order to achieve the foregoing objectives and to ensure that City planning issues are raised and resolved prior to construction.

Amended 05/05 by Ordinance 2005-09

HISTORY
Amended by Ord. 2025-05 on 1/30/2025
Amended by Ord. 2025-31 on 7/9/2025
Amended by Ord. 2025-39 on 12/3/2025
Amended by Ord. 2026-07 on 2/4/2026

8.12 Essential Utilities And Infrastructure To Be Completed Prior To Issuance Of Building Permits

All essential utilities and infrastructure as identified herein, shall be installed and completed in each phase of a subdivision, planned unit development that includes more than one lot, or multifamily dwelling development, prior to the issuance of any building permit in that development. Essential utilities shall include culinary water, sewer lines, paved streets, curb, gutter and drainage improvements (when required by the final design), permanent street signs and electricity service. Notwithstanding anything to the contrary herein, the City Public Works Director shall have authority to authorize the issuance of building permits in these developments, when the street and other required improvements have been completed, with the exception of the street surface course, when taking into account weather and temperature conditions and the feasibility of completing the surface course. If the Public Works Director authorizes building to be issued under these circumstances, no occupancy permits shall approved prior to the final completion of the street surface course.

Section added 03/09 with the adoption of Ordinance 2009-06

HISTORY
Amended by Ord. 2025-05 on 1/30/2025
Amended by Ord. 2026-07 on 2/4/2026

15.7 Codes And Symbols And Use Table 15.1

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

Table 15.1 Use Regulations

C

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

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

Single-Family Dwellings Detached	P	P	P	P	P
Single-Family Attached Dwellings	P	P	P	P	P
Two-Family Dwelling (Amended 5/97)	-	C	C	P	P
Twin Home Dwellings (Amended 5/97)	-	C	C	C	C
Multiple Family Dwellings	-	-	-	C	C
Congregate Care Facility	-	-	C	C	C
Nursing Care Facility	C	C	C	C	C
Group Home, Small	C	C	C	C	C
Group Home, Large	C	C	C	C C	
Transitional Treatment Home, Small	C	C	C	C	C
Mobile Home Parks	-	-	-	C	C
Mobile Home Subdivisions	C	C	C	C	C
Residential facilities for handicapped or elderly	P	P	P	P	P
HOME OCCUPATION	P	P	P	P	P
Micro Entrepreneurship				C	
Household pets, other than Sportsman Permit	P	P	P	P	P
INSTITUTIONAL	**R-1-8**	**R-1-12**	**R-1-21**	**RM-7**	**RM-15**
Child Day Care Center (in a home, no more than 12 children at any one time with 1 provider and up to 16 with 2 providers, including those residing in the home with no more than 2 children under the age of two)	C	C	C	C	C
Places of Worship	C	C	C	C	C

Preschool (in a home, no more than 10 children from the ages of 4 to 6 years in age, including those residing in the home, with a maximum length of four hours for those who do not reside there)	C	C	C	C	C
POWER GENERATION	**R-1-8**	**R-1-12**	**R-1-21**	**RM-7**	**RM-15**
RECREATION, CULTURAL & ENTERTAINMENT					
Private Recreational Grounds and Facilities not open to the public, in which no admission charge is made	C	C	C	C	C
Natural Open Space Areas	P	P	P	P	P
Community & Recreation Centers	C	C	C	C	C
Community Gardens	P	P	P	P	P
MISCELLANEOUS	**R-1-8**	**R-1-12**	**R-1-21**	**RM-7**	**RM-15**
Public/Private Utility Transmission Wires, Lines, Pipes and Poles	P	P	P	P	P
Public/Private Utility Buildings and Structures	C	C	C	C	C
Government Uses and Facilities	C	C	C	C	C
Municipal Service Uses, including City utility uses, Police and Fire Stations	C	C	C	C	C
Temporary Buildings for uses incidental to construction work, including living quarters for guard or night watchman, which buildings must be removed upon completion or abandonment of the construction work	C	C	C	C	C

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

HISTORY
Amended by Ord. 2022-14 on 8/3/2022
Amended by Ord. 2025-05 on 1/30/2025
Amended by Ord. 2025-31 on 7/9/2025
Amended by Ord. 2026-18 on 5/6/2026

AGENDA ITEM #5

Presentation, Public Hearing, Discussion, and Recommendation: Recommendation of the proposed rezone for the property located at 848 N Cooley Street from RR-2.5 to RR-1 for the Storybook Subdivision, resulting in approximately 6.34 acres being zoned RR-1.

GRANTSVILLE CITY
Planning and Zoning

336 W. Main Street
Grantsville, Utah 84029
(435) 884-1674

Staff Report

Storybook Subdivision Rezone

To	Grantsville City Planning Commission
From	Shelby Moore, Planning and Zoning Administrator
Meeting Date	October 6, 2026
Public Hearing	October 6, 2026
Agenda Item	Proposed rezone of approximately 6.34 acres at 848 North Cooley Street from RR-2.5 to RR-1 for the Storybook Subdivision

Executive Summary

The applicant requests that approximately 6.34 acres at 848 North Cooley Street be rezoned from RR-2.5 to RR-1 to support the proposed Storybook Subdivision. The property is part of a former 9.7-acre parcel that the City Council rezoned from A-10 to RR-2.5 in October 2020. The larger parcel was later divided, and approximately 2.977 acres were separated from the land that is now the subject of this request.

The Future Land Use Map designates the subject property for residential development at a density of one dwelling unit per one to ten acres. The existing RR-2.5 zoning already implements that designation. RR-1 may also fall within the numerical range, but it represents the most intensive end of the designation and would materially increase the property's potential residential yield.

Nearby land associated is zoned RR-1, including a separate parcel connected to the 2020 annexation and subsequent development history. That surrounding zoning is relevant to compatibilit. The proposed amendment remains a legislative decision requiring evaluation of land-use compatibility, access, utilities, infrastructure, and the public interest.

Request and Property Information

Item	Information
Property location	848 North Cooley Street
Current owner	Diane Fisher
Parcel	01-061-0-0103
Area	Approximately 6.34 acres
Current zoning	RR-2.5
Requested zoning	RR-1
Future Land Use Map	Residential, one dwelling unit per 1 to 10 acres

336 W. Main Street
Grantsville, Utah 84029
(435) 884-1674

Property and Zoning History

2020 Annexation

On January 15, 2020, the City Council adopted Ordinance 2020-01, approving the annexation of approximately 9.93 acres along the south side of Vegas Street between Hale Street and Cooley Street.

Rezone of the Original 9.7 Acre Parcel

On October 7, 2020, the City Council adopted Ordinance 2020-31, rezoning approximately 9.7 acres at 848 North Cooley Street from A-10 to RR-2.5. The ordinance identified Chance Fackrell as the applicant and parcel 01-061-0-0067 as the affected parcel. The Council found the RR-2.5 designation consistent with the General Plan and in the best interests of the City and its residents.

9. Consideration of Ordinance 2020-31 amending the official zoning map of Grantsville City, Utah to rezone 9.7 acres for Chance Fackrell to go from an A-10 zone to a RR-2.5 zone for property located at 848 North Cooley Street. Chance Fackrell was present. He stated he is planning to build a barn and corals for his horses on his parent's property. He would like to split about three acres off their land for his horses and equipment. Councilman Stice pointed out this property is surrounded by quite a few smaller lots. **Motion:** Councilwoman Allen made a motion to approve Ordinance 2020-31 amending the official zoning map of Grantsville City, Utah to rezone 9.7 acres for Chance Fackrell to go from an A-10 zone to a RR-2.5 zone for property located at 848 North Cooley Street **Second:** Councilman Stice seconded the motion. **Vote:** The vote was as follows: Councilman Rowberry, "Aye", Councilwoman Allen, "Aye", Councilman Hutchins, "Aye", Councilman Stice, "Aye", and Councilwoman Sparks, "Aye". The motion carried.

Subsequent Parcel Division

The original 9.7-acre parcel was later divided. A quitclaim deed recorded July 7, 2023, as Entry No. 590999 conveyed approximately 2.977 acres from the Fackrell Family Irrevocable Trust. The division left approximately 6.34 acres associated with the property now proposed for rezoning.

Future Land Use Map Analysis

The Future Land Use Map identifies the property for a residential density of one dwelling unit per one to ten acres. The existing RR-2.5 zoning is within that range and currently implements the General Plan designation. The requested RR-1 zoning is also within the range when considered only numerically, but it would place the property at the designation's highest contemplated residential intensity.

The Future Land Use Map is a policy guide and does not guarantee the most intensive zoning district available within a broad density category. The Planning Commission and City Council may consider the full density range together with existing development patterns, surrounding lot sizes, transitions between zoning districts, access, utility capacity, and public-service impacts.

Compatibility with Surrounding Zoning

The requested RR-1 designation would not introduce an entirely new zoning district into the area. Nearby properties are zoned RR-1, which supports an argument that one-acre zoning may be compatible with at least a portion of the surrounding area.

Infrastructure and Development Considerations

A zoning-map amendment changes the development potential of the property but does not approve a subdivision. If the rezone is approved, any future subdivision must undergo separate review and comply with the standards in effect at that time. That review should address:

- Legal and physical access from Cooley Street and any required roadway improvements;
- Culinary water and secondary-water availability, including required water rights or shares;
- Sanitary sewer availability and connection requirements;

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Grantsville, Utah 84029
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- Stormwater drainage and grading;
- Fire access, emergency response, and hydrant requirements;
- Lot frontage, setbacks, easements, and the relationship of proposed lots to existing structures; and
- Payment of impact fees and completion or bonding of required public improvements.

Staff Analysis

The application is consistent with the Future Land Use Map only in the broad numerical sense that RR-1 permits approximately one dwelling unit per acre. The existing RR-2.5 zoning is already consistent with the same designation and more closely reflects the zoning decision the City Council made for the original 9.7-acre property in 2020.

Findings for Consideration

1. The subject property contains approximately 6.34 acres and is currently zoned RR-2.5.
2. The Future Land Use Map designates the property for residential development at one dwelling unit per one to ten acres.
3. The existing RR-2.5 zoning complies with the Future Land Use Map designation.
4. The requested RR-1 zoning also falls within the numerical range but represents the designation's highest residential intensity.
5. The subject property was part of a 9.7-acre parcel rezoned from A-10 to RR-2.5 through Ordinance 2020-31.
6. The original parcel was later divided, leaving approximately 6.34 acres involved in the current request.
7. Nearby property is zoned RR-1, including a separate parcel associated with the 2020 annexation and subsequent development history.
8. Approval of the rezone would increase potential density but would not approve a subdivision or guarantee a particular number of lots.
9. Any future subdivision would remain subject to access, utility, fire, drainage, engineering, and subdivision requirements.
10. The rezone is a legislative decision for which the Planning Commission makes a recommendation and the City Council makes the final determination.

VEGAS ST

PIONEER

ROSE ST

HALE ST

WARR ST

WAR STREET

25

Grantsville City
Record of Ordinance Adoption

A regular meeting of the City Council of Grantsville City was held at City Hall in Grantsville, Utah on Wednesday, the 15th day of January at the hour of 7:00 p.m., there being present and answering roll call the following:

Brent Marshall	Mayor
Krista Sparks	Council Member
Scott Stice	Council Member
Jeff Hutchins	Council Member
Jewel Allen	Council Member
Darrin Rowberry	Council Member

Also Present:

Christine Webb	City Recorder

Absent:

Brett Coombs	City Attorney

After the meeting had been duly called to order and the minutes of the preceding meeting approved, the ordinance 2020-01 was introduced in writing, read in full, and pursuant to a Motion made by Councilwoman Allen. Seconded by Councilwoman Sparks and was adopted by the following vote:

Yea:	Unanimous
Opposed:	None
Abstained:	None

The ordinance was then signed by the Mayor and recorded by the City Recorder in the official records of Grantsville City, Utah. The ordinance is attached:

Christine Webb
Grantsville City Recorder

GRANTSVILLE CITY
ORDINANCE 2020-01

AN ORDINANCE OF GRANTSVILLE CITY, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, ANNEXING INTO ITS CORPORATE CITY LIMITS 9.93 ACRES OF REAL PROPERTY LOCATED ADJACENT TO THE NORTH BOUNDARY OF GRANTSVILLE CITY.

(Vegas Meadows)

WHEREAS, the Grantsville City Council has received and considered a petition for the annexation of 9.93 acres of real property located directly north of the City boundary, to the south side of Vegas Street between Hale Street and Cooley Street; and

WHEREAS, no protests of the annexation petition have been filed; and

WHEREAS, the Grantsville City Council has conducted a public hearing on this proposed annexation, after proper notice and has considered any comments made at the public hearing; and

WHEREAS, the Grantsville City Council finds that this annexation petition will promote the best interests of the City, including the health, safety and welfare of its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE GRANTSVILLE CITY COUNCIL, that the Annexation Petition dated September 26, 2019 and filed by Samuel Clegg is hereby granted. The following described real property located in Tooele County, State of Utah is hereby annexed into the corporate boundaries of Grantsville City, a municipal corporation of the State of Utah and the inhabitants and property owners thereof shall enjoy all of the privileges of Grantsville City upon the effective date of this ordinance:

A parcel of land, situate in the Southwest Quarter of Section 19 and the Northwest Quarter of Section 30, Township 2 South, Range 5 West, also situate in the Southeast Quarter of Section 24 and the Northeast Quarter of Section 25, Township 2 South, Range 6 West, Salt Lake Base and Meridian, said parcel also located in Tooele County, Utah, more particularly described as follows:

Beginning at the northeast corner of Pheasant Run Ranch Minor Subdivision, recorded as Entry No. 441348 at the Tooele County Recorder's Office, said point is located on the west line of Hale Street more or less at a fence corner and is monumented with a Hathcock bar and cap, said point being North 89°24'27" East 17.44 feet along the Section Line and South 0°35'33" East 25.32 feet from the Section Corner of Sections 19 and 30, Township 2 South Range 5 West, and Sections 24 and 25, Township 2

South Range 6 West, Salt Lake Base and Meridian, and running:

thence South 89°30'27" West 423.08 feet along the north line Lot 4 of said Pheasant Run Ranch Minor Subdivision and more or less along an existing fence;

thence South 89°16'27" West 898.15 feet along the north line of Lot 4 and Lot 3 of said Pheasant Run Ranch Minor Subdivision and more or less along said fence, said line runs through a Hathcock bar and cap found at the northwest corner of said Lot 4 and the northeast corner of said Lot 3, as well as a found mag nail located at the northwest of said Lot 3, to a fence tee;

thence North 89°46'39" West 609.68 feet along an existing fence, to the east line of Cooley Street, said point being more or less 1 foot east of an existing fence;

thence North 0°13'21" East 229.25 feet along the east line of Cooley Street, to the south line of Vegas Street, said point being more of less 1 foot south of an existing fence;

thence South 89°54'11" East 1,931.46 feet along the south line of said Vegas Street, said line parallel with and more or less 1 foot south of existing fences, to a fence and the west line of Hale Street;

thence South 0°24'35" West 213.34 feet along said fence and the west line of said Hale Street; to the Point of Beginning.

The appropriate City Officers are hereby authorized and directed to execute the annexation plat that was presented as a part of the annexation petition and within 30 days of the enactment of this ordinance, send notice of this annexation to each affected entity including the Tooele County Commissioners, North Tooele County Fire Protection Service District, Tooele Valley Mosquito Abatement District, Tooele County Special Service District—Water, Tooele County School District, Tooele County Boundary Commission, Tooele County Recreation Service District, Rocky Mountain Power, has been record with the Tooele County Recorder a certified copy of this ordinance together with the annexation plat and file with the Lieutenant Governor of the State of Utah a certified copy of this ordinance, a copy of the approved annexation plat with evidence that it was recorded by the Tooele County Recorder and filed with the Tooele County Surveyor in accordance with Utah Code Ann. §17-23-17, together with the required certification and written notice of the adoption of this ordinance. Also in accordance with Utah Code Ann. §10-1-116 the appropriate City Officers shall provide notice of this annexation to the State Tax Commission accompanied with a copy of this ordinance, a copy of the annexation plat with evidence that the plat was recorded by the Tooele County Recorder and the required Certification of the Grantsville City Council.

This Ordinance shall take effect upon the date of the Lieutenant Governor's issuance of a certificate of annexation under Utah Code Ann. §10-2-425(5)(b), provided a short summary of this ordinance has been published in a newspaper of general circulation within Grantsville City, as provided for by law.

IN WITNESS WHEREOF, this Ordinance was passed by the Grantsville City Council this 15th day of January, 2020.

GRANTSVILLE CITY COUNCIL

By Brent K. Marshall

A T T E S T

Christine Webb,
City Recorder

(S E A L)



Date of Posting _____

STATE OF UTAH)

) SS:

COUNTY OF TOOELE)

I, Christine Webb, do hereby certify that I am the duly appointed, qualified and acting Recorder for the Grantsville City Council, (the "City"), State of Utah, and do further certify that the above and foregoing is a true and correct copy of Ordinance 2020-01 duly adopted by the City of Grantsville, by the Council thereof at a meeting duly called and held in Grantsville, UT on the 15th day of January, 2020, at the hour of 7:00 o'clock p.m. of said day, and I certify that after its passage I caused to be published in the Tooele Transcript Bulletin a short summary of the ordinance on the 21st day of January, 2020.

Publication – Tooele Transcript Bulletin

(S E A L)

Christine Webb

Christine Webb
City Recorder

PROOF OF PUBLICATION

STATE OF UTAH }
County of Tooele } SS.

GRANTSVILLE CITY NOTICE OF ADOPTION OF ORDINANCES

NOTICE IS HEREBY GIVEN that on January 15, 2020 the Grantsville City Council enacted the following ordinance:

Ordinance 2020-01 annexing 9.93 acres of real property located on the south side of Vegas Street between Hale Street and Cooley Street into Grantsville City.

This ordinance will take effect upon the publication of this notice. This ordinance may be reviewed or a copy may be obtained from the Grantsville City Recorder at 429 East Main Street, Grantsville Utah. (435.884.3411)

DATED this 16th day of January, 2020.

Christine Webb
Grantsville City Recorder

(Published in the Tooele Transcript Bulletin January 21, 2020)

I, Scott C. Dunn, being first duly sworn, depose and say that I am the Publisher of the Tooele Transcript-Bulletin, a twice-weekly newspaper of general circulation published each Tuesday and Thursday at Tooele City, Tooele County, Utah; that the notice attached hereto and which is a part of the proof of publication of

Grantsville City
Notice of Adoption of Ordinances

was published in said newspaper for one issue(s), the first publication having been made on the 21st day of January, 20 20, and the last on the 21st day of January, 20 20; that said notice was published in the regular and entire issue of every Tuesday edition of the newspaper during the period and time of publication, and the same was published in a newspaper proper and not in a supplement. Said notice was also placed online at www.utahlegals.com.

Scott C. Dunn

Subscribed and sworn to me this 26th day of January, 20 20.

Notary Public - State of Utah
CHRISTIN EVANS
Comm. #698282
My Comm. Exp. Jan. 5, 2022

Notary Public

TOOELE TRANSCRIPT BULLETIN

Grantsville City
Record of Ordinance Adoption

A regular meeting of the City Council of Grantsville City was held at City Hall in Grantsville, Utah on Wednesday, the 7th day of October at the hour of 7:00 p.m., there being present and answering roll call the following:

Brent Marshall	Mayor
Krista Sparks	Council Member
Scott Stice	Council Member
Jeff Hutchins	Council Member
Jewel Allen	Council Member
Darrin Rowberry	Council Member

Also Present:

Christine Webb	City Recorder
Brett Coombs	City Attorney

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting approved, the ordinance 2020-31 was introduced in writing, read in full, and pursuant to a Motion made by Councilwoman Allen. Seconded by Councilman Stice and was adopted by the following vote:

Yea:	Unanimous
Opposed:	None
Abstained:	None

The ordinance was then signed by the Mayor and recorded by the City Recorder in the official records of Grantsville City, Utah. The ordinance is attached:

Christine Webb
Grantsville City Recorder

GRANTSVILLE CITY
ORDINANCE NO. 2020-31

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF GRANTSVILLE CITY, UTAH TO REZONE 9.7 ACRES OF LAND FOR CHANCE FACKRELL LOCATED AT 848 NORTH COOLEY STREET TO GO FROM AN A-10 ZONE TO A RR-2.5 ZONE

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

SECTION ONE: PURPOSE. This Ordinance is for the purpose of amending the official zoning map and the Land Use Development and Management Code of Grantsville City, Utah by rezoning 9.7 acres of real property for Chance Fackrell located at 848 North Cooley Street to go from an A-10 zone to a RR-2.5 zoning designation. The Grantsville City Council finds that this amendment is consistent with the general plan of Grantsville City and will be in the best interests of Grantsville City and its residents.

SECTION TWO: ZONING MAP AMENDMENT. The Grantsville City Land Use Development and Management Code and Official Zoning Map are hereby amended by changing the zoning designation of the following described parcel from an A-10 zoning designation to a RR-2.5 zoning designation, as defined by the Grantsville City zoning regulations:

Parcel #s: 01-061-0-0067 at one point in time this was a whole parcel now owned by the Kimbros and Fisher which was divided by a QCD

Legal Description: Commencing W of the NE corner of Section 25, T28, R6W, SLBM; Thus S approx. 25.955 feet to a line extending from the boundary line agreement Ent# 260444; Thus Easterly along said line approx. 39.70 feet to the most westerly line of said bla and fence corner; thence following said line S 0°23'W 303.20 feet; thence S 0°33'W 300 feet to a fence intersection.

The total parcels described herein is located within the Grantsville City limits.

SECTION THREE: EFFECTIVE DATE. This ordinance shall take effect immediately upon the publication of a short summary of this Ordinance in a newspaper of general circulation within Grantsville City, as provided for by law and upon the recording of a copy hereof with the Tooele County Recorder as required by the foregoing section.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, UTAH THIS 7th DAY OF OCTOBER, 2020.

Brent K. Marshall
MAYOR BRENT K. MARSHALL

ATTEST:

Christine Webb
Christine Webb, City Recorder

(S E A L)

Date of Publication _____

GRANTSVILLE CITY INCORPORATED JAN 12 1867 SEAL

STATE OF UTAH)

) SS:

COUNTY OF TOOELE)

I, Christine Webb, do hereby certify that I am the duly appointed, qualified and acting Recorder for the Grantsville City Council, (the "City"), State of Utah, and do further certify that the above and foregoing is a true and correct copy of Ordinance 2020-31 duly adopted by the City of Grantsville, by the Council thereof at a meeting duly called and held in Grantsville, UT on the 7th day of October, 2020, at the hour of 7:00 o'clock p.m. of said day, and I certify that after its passage I caused to be published in the Tooele Transcript Bulletin a short summary of the ordinance on the 13th day of October, 2020.

Publication – Tooele Transcript Bulletin

(S E A L)

Christine Webb

Christine Webb
City Recorder



PROOF OF PUBLICATION

STATE OF UTAH }
County of Tooele } SS.

GRANTSVILLE CITY NOTICE OF ADOPTION OF ORDINANCES

NOTICE IS HEREBY GIVEN that on October 7, 2020 the Grantsville City Council enacted the following ordinances:

Ordinance 2020-28 amending the consolidated fee schedule.

Ordinance 2020-29 amending the official zoning map of Grantsville City, Utah to rezone 16.6 acres for Shane and Cari Watson to go from an R-1-21 zone to an R-1-12 zone for property located at approximately 547 West Apple Street.

Ordinance 2020-30 amending the official zoning map of Grantsville City, Utah to rezone twelve (12) acres for Andrei Popa to go from an A-10 zone to an MD zone for property located at approximately 1342 North Old Lincoln Highway.

Ordinance 2020-31 amending the official zoning map of Grantsville City, Utah to rezone 9.7 acres for Chance Fackrell to go from an A-10 zone to an RR-2.5 zone for property located at 848 North Cooley Street.

This ordinance will take effect upon the publication of this notice. This ordinance may be reviewed or a copy may be obtained from the Grantsville City Recorder at 429 East Main Street, Grantsville Utah. (435.884.3411)

DATED this 8th day of October, 2020.

Christine Webb
Grantsville City Recorder

(Published in the Tooele Transcript Bulletin October 13, 2020)

I, Scott C. Dunn, being first duly sworn, depose and say that I am the Publisher of the Tooele Transcript-Bulletin, a twice-weekly newspaper of general circulation published each Tuesday and Thursday at Tooele City, Tooele County, Utah; that the notice attached hereto and which is a part of the proof of publication of

Grantsville City
Notice of Adoption of Ordinances

was published in said newspaper for one issue(s), the first publication having been made on the 13th day of October, 20 20, and the last on the 13th day of October, 20 20; that said notice was published in the regular and entire issue of every Tuesday edition of the newspaper during the period and time of publication, and the same was published in a newspaper proper and not in a supplement. Said notice was also placed online at www.utahlegals.com.

Scott C. Dunn

Subscribed and sworn to me this 16th day of October, 20 20.

Notary Public - State of Utah
CHRISTIN EVANS
Comm. #698282
My Comm. Exp. Jan. 5, 2022

Notary Public

TOOELE TRANSCRIPT BULLETIN

Entry #: 590999
07/07/2023 10:17 AM QUIT CLAIM DEED
Page: 1 of 2
FEE: $40.00 BY: CHANCE FACKRELL
Jerry Houghton, Tooele County, Recorder

When recorded return to:
Chance Fackrell
84 Willow Street
Grantsville, Utah 84029

QUIT CLAIM DEED

Tooele County

Parcel 01-061-0-0067

ROBERT L. FACKRELL and JOLYNN FACKRELL, Trustees of the FACKRELL FAMILY IRREVOCABLE TRUST, dated October 23, 2020, of 848 North Cooley Street, Grantsville, Tooele County, State of Utah 84029, **GRANTORS**, hereby Quit Claim to **CHANCE FACKRELL** of 84 Willow Street, Grantsville, Tooele County, Utah 84029, **GRANTEE**, for the sum of 10 dollars and other good and valuable consideration, the following described tract of land in Tooele County, to wit:

Affects Parcel 01-061-0-0067

A parcel of land located in the Northeast Quarter of Section 25, Township 2 South, Range 6 West, Salt Lake Base and Meridian in the City of Grantsville, Tooele County, State of Utah described by survey as follows:

Beginning at a point which lies North 89°55'40" East 1367.67 feet (record = 19.93 chains = 1315.38 feet) along the section line and South 0°04'20" East 24.35 feet from a Tooele County Surveyor brass monument representing the North Quarter Corner of Section 25, Township 2 South, Range 6 West, Salt Lake Base and Meridian, said Point of Beginning being the northwest corner of PHEASANT RUN RANCH MINOR SUBDIVISION, recorded December 21, 2016 as Entry No. 441348 in the office of the Tooele County Recorder, (Basis of Bearing for this description is North 89°55'40" East 2643.39 feet along the section line defined by Tooele County Surveyor brass monuments, dated 1986, representing the North Quarter Corner and the Northeast Corner of said Section 25.);
thence along the westerly boundary of said PHEASANT RUN RANCH MINOR SUBDIVISION and that boundary established by Boundary Line Agreement, recorded May 26, 2006 as Entry No. 260444 in the office of said Recorder South 0°23'00" West 214.718 feet;
thence along an existing fence line, North 89°16'00" West 335.58 feet;
thence North 4°00'00" West 9.50 feet;
thence along an existing fence line, North 87°21'00" West 303.00 feet to the easterly right-of-way line of Cooley Street, a 66-foot wide public street;
thence along said easterly right-of-way line, North 0°46'30" East 185.65 feet;
thence along an old established fence line, North 89°53'00" East 637.82 feet to the Point of Beginning.
The above-described parcel of land contains approximately 129,667 square feet in area or 2.977 acres.

Subject to easements, restrictions and rights-of-way appearing of record or enforceable in law and equity.

WITNESS the hand of said grantors, this 7th day of July, 2021.

The FACKRELL FAMILY IRREVOCABLE TRUST, dated October 23, 2020

Robert L. Fackrell

ROBERT L. FACKRELL, TRUSTEE

Jo Lynn Fackrell

JOLYNN FACKRELL, TRUSTEE

STATE OF UTAH)
: ss.
COUNTY OF Tooele)

On the 7th day of July 2023 ~~2021~~, personally appeared before me, a Notary Public in and for the State of Utah, ROBERT L. FACKRELL and JOLYNN FACKRELL, signers of the within and foregoing instrument, who being by me duly sworn did say that they are the Trustees of the FACKRELL FAMILY IRREVOCABLE TRUST, dated October 23, 2020, and said ROBERT L. FACKRELL and JOLYNN FACKRELL duly acknowledged to me that they executed the same in behalf of said Trust.

Notary Public: Stephanie Herrera

STEPHANIE HERRERA
NOTARY PUBLIC-STATE OF UTAH
My Commission Expires April 06, 2027
COMMISSION NUMBER 730430

My Commission Expires: 4/6/2027

Residing at: 225 E main Street, Grantsville UT 84029

AGENDA ITEM #6

Presentation, Public Hearing, Discussion, and Recommendation: Recommendation of the 1st amendment to the Amended and Restated Master Development Agreement (ARMDA) for the Highlands Subdivision.

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

STAFF REPORT

To: Grantsville City Planning Commission
From: Shelby Moore, Planning and Zoning Administrator **Meeting Date:** October 6th, 2026
Public Hearing Date: October 6th, 2026

Re: Presentation, Public Hearing, Discussion, and Recommendation regarding the First Amendment to the Amended and Restated Master Development Agreement for The Highlands Subdivision.

Executive Summary
Deseret Highlands Investments LLC requests approval of the First Amendment to the Amended and Restated Master Development Agreement for The Highlands. The amendment would retain the approved maximum of 1,887 residential dwelling units but revise the distribution of housing products, add a phasing plan, permit concurrent development within five development areas, waive the ordinance requirement that 70 percent of lots be sold before proceeding to a subsequent phase, modify the internal collector-road right-of-way and park-trail standards, and confirm the reservation of sewer and water capacity. The proposed changes would materially increase the developer's flexibility regarding product type, sequencing, and the timing of final plats.

Background
The City and the developer entered into a master development agreement for The Highlands on May 20, 2020. That agreement was replaced by the Amended and Restated Master Development Agreement approved on September 5, 2025, through Resolution 2025-57. The current amendment states that all provisions of the Amended and Restated Master Development Agreement remain in effect except where expressly revised, and that the amendment controls if a conflict exists.
The proposed Exhibit E is a phasing plan dated July 21, 2026. It identifies five development areas: single-family residential, twin homes and townhomes, apartments, condominiums, and commercial development. The accompanying development table covers approximately 299.47 acres, including approximately 10.45 acres for the City park and 20.44 acres associated with the Mack Canyon Road dedication.

Summary of Proposed Amendments

Concurrent Development and Product Types

The developer could develop any combination of product types across any or all five development areas at the same time. The amendment would limit the number of approved but unbuilt lots to no more than 60 within a single development area before another final plat in that development area could be approved, and no more than 200 approved but unbuilt lots across all development areas at one time.

*** 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.

Updated Residential Distribution

The maximum residential entitlement would remain 1,887 dwelling units. The proposed distribution would be:

- 571 single-family lots.
- 536 twin-home and townhome lots or units.
- 360 multifamily apartment units.
- 420 multifamily condominium units.

The proposed phasing table also identifies approximately 8.33 acres of commercial development. The amendment does not increase the overall residential-unit maximum, but it changes where and how the approved units may be delivered.

Phasing Flexibility

Within each development area, the developer could proceed with phases outside the sequence shown on the phasing plan. Written notice would be required within 10 days before exercising that right, including for each subsequent phase developed outside the original sequence. The provision gives the developer discretion to change sequencing without a separate amendment, provided the development remains within the applicable development area and other requirements of the agreement.

Waiver of the 70 Percent Sold Requirement

The amendment would waive the requirement in GLUDMC Section 21.4.3(2) that 70 percent of the lots in a phase be sold before the next phase may proceed. Instead, the developer could submit the next final plat and improvement plans after the required infrastructure for the current phase or subdivision plat has been completed and accepted by the City. The subsequent phase could receive final plat approval after an approved bond or other financial assurance is posted. The amendment would prohibit more than one concurrent final plat within a development area from having incomplete infrastructure improvements.

Collector Road and Park Trail

The amendment would revise Addendum No. 1 by reducing the internal loop collector-road right-of-way from 94 feet to 90 feet, consistent with the City's current collector-road standard. It would also require the trail surrounding the City park to be at least 10 feet wide. All other provisions of Addendum No. 1 would remain unchanged.

Sewer and Water Capacity

The proposed amendment states that the City will reserve and make available sufficient sewer and water capacity for the maximum 1,887 residential units and the commercial development shown in the master plan, subject to the developer's compliance with the agreement. It also identifies 378 equivalent residential connections of excess capacity in Table 6-6 of the 2026 Amended Capital Facilities Plan as reserved for The Highlands.

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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.

Planning and Policy Analysis

Effect on Density and Housing Mix

The amendment does not increase the maximum number of residential units. Its practical effect is to formalize a revised product distribution and allow the developer to respond more quickly to market demand across several product types. Because apartments and condominiums account for 780 of the 1,887 units, the City should confirm that the updated phasing plan remains consistent with the approved land-use pattern, roadway network, park plan, utility design, and required transitions between residential products.

Phasing and Outstanding Inventory

The concurrent-development provisions replace a sales-based pacing mechanism with limits based on approved but unbuilt lots and incomplete infrastructure. This approach may provide more predictable infrastructure completion, but the draft should define when a lot is considered unbuilt and explain how the 60-lot and 200-lot caps apply to apartments, condominiums, twin homes, commercial parcels, and plats containing more than one product type. Without those definitions, the caps may be difficult to administer consistently.
The amendment should also clarify that approval of out-of-sequence phases remains subject to adequate access, utility capacity, fire protection, drainage, required off-site improvements, and all final-plat review standards. Written notice after a sequencing decision should not be interpreted as administrative approval of infrastructure that has not been reviewed or accepted by the City.

Infrastructure Completion and Financial Assurance

The waiver of the 70 percent sold requirement would allow development to continue based on completion and acceptance of infrastructure rather than lot sales. Staff supports tying additional approvals to infrastructure performance, provided the final language clearly distinguishes submission of a final plat from approval and recording, preserves the City's authority to require lawful financial assurance, and prevents multiple unfinished phases from accumulating within a development area.

Utility Capacity Commitment

The proposed sewer and water provision creates a significant long-term City commitment. Committing 378 ERC to sewer, is not recommended by the staff.

Staff Recommended Conditions:

1. The amendment shall not increase the maximum entitlement of 1,887 residential dwelling units.
2. The July 21, 2026 phasing plan and accompanying development table shall be incorporated as the complete replacement Exhibit E, subject to final technical review and confirmation of all acreages, unit totals, land-use labels, open-space calculations, roadway dedications, and park areas.
3. The amendment shall clarify how the 60-lot limit within a Development Area and the 200-lot project-wide limit apply to single-family lots, twin homes, townhomes, apartments, condominiums, commercial parcels, and mixed-product plats, and shall define when a lot or unit is considered unbuilt.

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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.

4. Out-of-sequence or concurrent development shall remain subject to adequate legal access, emergency access, utility capacity, drainage, fire protection, required off-site improvements, and all applicable final-plat and construction-plan requirements.
5. The amendment shall clarify that notice of an out-of-sequence phase does not constitute City approval of that phase or its infrastructure.
6. The provisions waiving the 70 percent sold requirement shall preserve the City's authority to require completion and acceptance of infrastructure, approved financial assurance, and compliance with applicable law before a plat is approved or recorded.
7. The City Engineer, Public Works Department, and City Attorney shall verify and approve the sewer and water capacity language, including the 378 equivalent residential connections, the capacity required for commercial development, and all conditions applicable to the reservation.
8. The capacity reservation shall not waive applicable impact fees, water dedication or acquisition obligations, connection fees, construction requirements, or other obligations imposed by the agreement, City ordinance, or state law unless expressly approved by the City Council.
9. The internal loop collector-road right-of-way and the 10-foot minimum park-trail width shall be shown consistently on the applicable plans and exhibits and shall remain subject to final engineering approval.
10. All provisions of the Amended and Restated Master Development Agreement not expressly modified by the First Amendment shall remain in full force and effect.

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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:

Alicia Fairborn
Grantsville City Recorder
429 East Main Street
Grantsville City, Utah 84029

FIRST AMENDMENT TO GRANTSVILLE CITY MASTER DEVELOPMENT AGREEMENT FOR THE HIGHLANDS A MASTER PLANNED COMMUNITY DATED SEPTEMBER 5, 2025, AS AMENDED

THIS FIRST AMENDMENT to "Grantsville City Master Development Agreement for THE HIGHLANDS A MASTER PLANNED COMMUNITY" dated September 5, 2025, as amended (hereinafter the "**MDA**") is made and entered as of the ____ day of _____ 2026 (the "**Amendment**"), by and between Grantsville City, a municipal corporation of the State of Utah and Deseret Highlands Investments LLC, a Utah limited liability company.

RECITALS

A. The Parties entered into the MDA in May 20, 2020, which was replaced by the MDA on September 5, 2025 by Resolution 2025-57 Approving the Master Development Agreement for The Highlands Planned Unit Development.

B. The Parties now agree that certain changes are needed to the MDA, and therefore desire to enter into this Amendment to provide updates to the MDA in accordance with the terms herein.

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

TERMS

1. **Incorporation.** All of the terms of the MDA are incorporated into this Amendment, except as revised below. In the event of a conflict between the MDA and this Amendment, this Amendment shall control. Capitalized terms in this Amendment shall have the same meaning given in the MDA, except if there is a conflict, then this Amendment's definition shall control.

2. **Nature of Amendment.** This Amendment modifies only those provisions of the MDA as specifically set forth herein. The Project remains subject to the MDA except as expressly provided herein.

GRANTSVILLE CITY DRAFT

3. **Amendment.** The Parties agree that the following provisions shall be added to and incorporated into the MDA and shall become binding on the Parties:

3.1. **Concurrent Development; Product Types.** The Planned Community includes five Development Areas. The "Development Areas" are as follows, including designations on the "Phasing Plan" attached hereto as Exhibit "E"[1]: (1) Single-Family (labeled as SFD-7000), (2) Townhomes and Twin homes (labeled as Townhomes) (3) Multifamily Apartments (labeled as Apartments), (4) Multifamily and Condominiums (labeled as Condominiums), and (5) Commercial (labeled as Commercial). Developer may develop any combination of product types across any or all Development Areas simultaneously. No more than sixty (60) lots within any approved final plats may remain unbuilt within a single Development Area before the next final plat may receive approval, and no more than two hundred (200) such lots may remain unbuilt across all Development Areas at any one time.

3.2. **Product Types.** The distribution of Residential Dwelling Units among product types, as depicted on the original Master Site Plan, is updated as follows, consistent with the Phasing Plan:

(i)	Single-Family.	571 lots
(ii)	Twin Homes and Townhomes.	536 lots
(iii)	Multifamily Apartments.	360 units
(iv)	Multifamily Condominiums.	420 units

The Maximum Residential Units set forth in Section 1.20 of the MDA (1,887 Residential Dwelling Units); remains unchanged.

3.3. **Phasing Flexibility.** Within each of the five Development Areas identified in the Phasing Plan, Developer, in its sole discretion, may develop phases out of the submitted sequence in the Phasing Plan and proceed with another phase at Developer's determination. Developer shall notify the City in writing within ten (10) days of exercising this right, for administrative purposes. This notice requirement applies to any subsequent phase after the election to proceed out of the originally established sequence.

3.4. **Phase Development — Waiver of 70% Sold Requirement.** Pursuant to GLUDMC Section 21.4.3(3), the Parties agree that the 70% lot-sold requirement of GLUDMC Section 21.4.3(2) shall not apply to any Subdivision within the Planned Community. Developer may submit the next phase, including final plat and subdivision improvement plans in a Development Area for final plat approval once all required infrastructure improvements for the current phase or subdivision plat have been completed and accepted by the City. The subsequent phase may receive final plat approval upon posting an approved bond or other financial assurance allowed by the City in accordance with Utah Code §10-20-807(c) (see GLUDMC Chapter 21.7) for that phase's required infrastructure improvements. In no

[1] Exhibit E is the first exhibit to this Amendment, to maintain sequencing with the MDA.

GRANTSVILLE CITY DRAFT

instance may Developer have more than one concurrent final plat in a Development Area with incomplete infrastructure improvements.

3.5. **Collector Road Right-of-Way.** Addendum No. 1 of the MDA is hereby amended as follows: (a) the right-of-way width for the internal loop collector roadway identified in Item 3 of Addendum No. 1 is reduced from ninety-four feet (94') to ninety feet (90'), consistent with the City's standard collector road right-of-way width as of the date of this Amendment; and (b) the trail surrounding the City Park shall have a minimum width of ten feet (10'). All other terms of Addendum No. 1 shall remain unchanged.

~~3.6. **Sewer and Water Capacity.** The City hereby confirms that it shall reserve and make available to the Planned Community sufficient sewer and water capacity to serve the Maximum Residential Units and the commercial development contemplated in the Master Plan, subject to Developer's compliance with the MDA. The 378 ERCs of excess capacity identified in Table 6-6 of the 2026 Amended Capital Facilities Plan are reserved for the Planned Community.~~

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

[signature pages follow]

GRANTSVILLE CITY DRAFT

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

DEVELOPER Deseret Highlands Investments LLC	GRANTSVILLE CITY
_____	_____
By: Its: Owner	By: Heidi Hammond, Its: Mayor
Approved as to form and legality:	Attest:
_____	_____
City Attorney	City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
: SS.
COUNTY OF TOOELE)

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

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

GRANTSVILLE CITY DRAFT

DEVELOPER ACKNOWLEDGMENT

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 is the owner of Deseret Highlands 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: _____

GRANTSVILLE CITY DRAFT

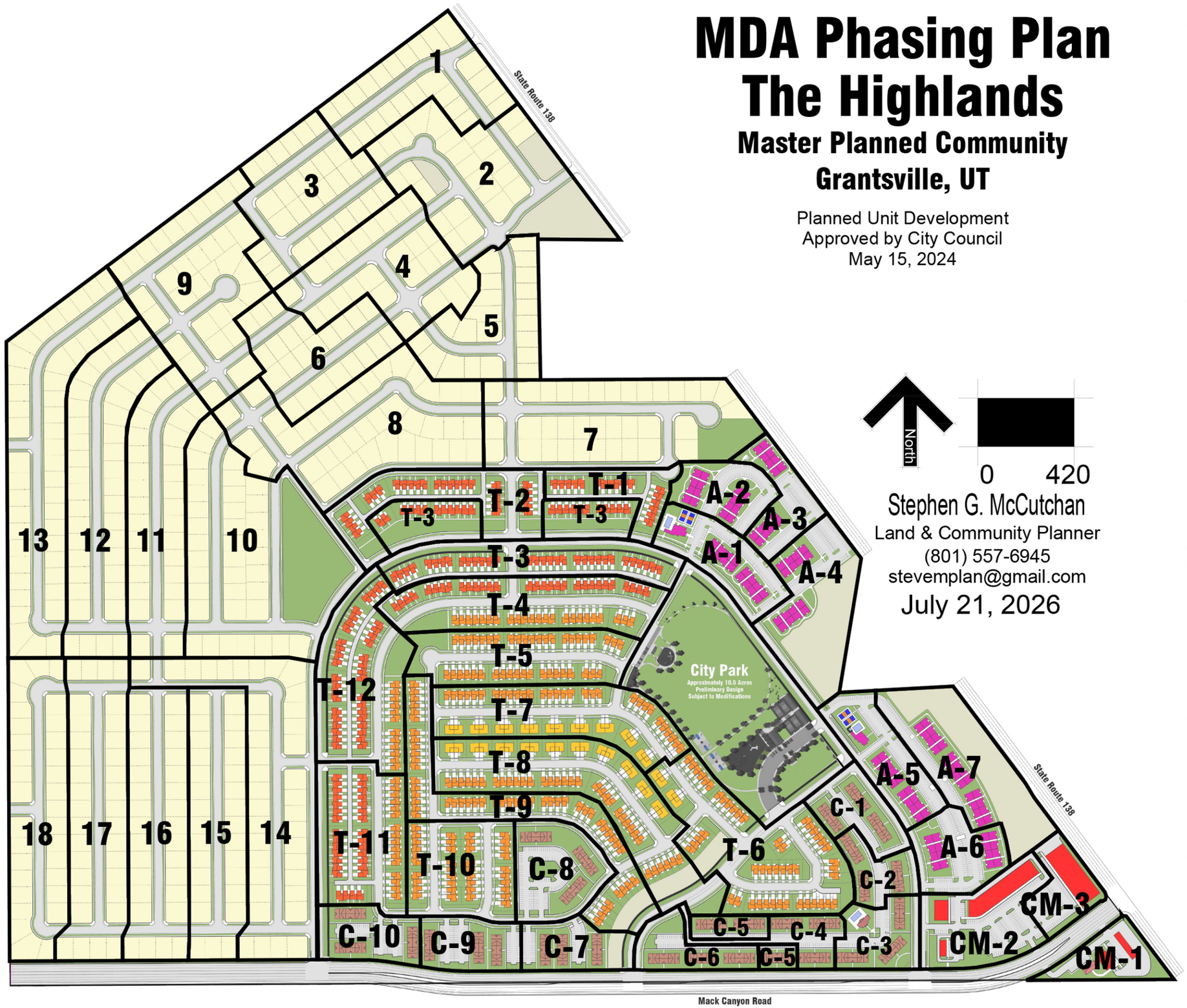
EXHIBIT E

Phasing Plan

GRANTSVILLE CITY DRAFT

MDA Phasing Plan
The Highlands
Master Planned Community
Grantsville, UT

Planned Unit Development
Approved by City Council
May 15, 2024



Stephen G. McCutchan
Land & Community Planner
(801) 557-6945
stevemplan@gmail.com

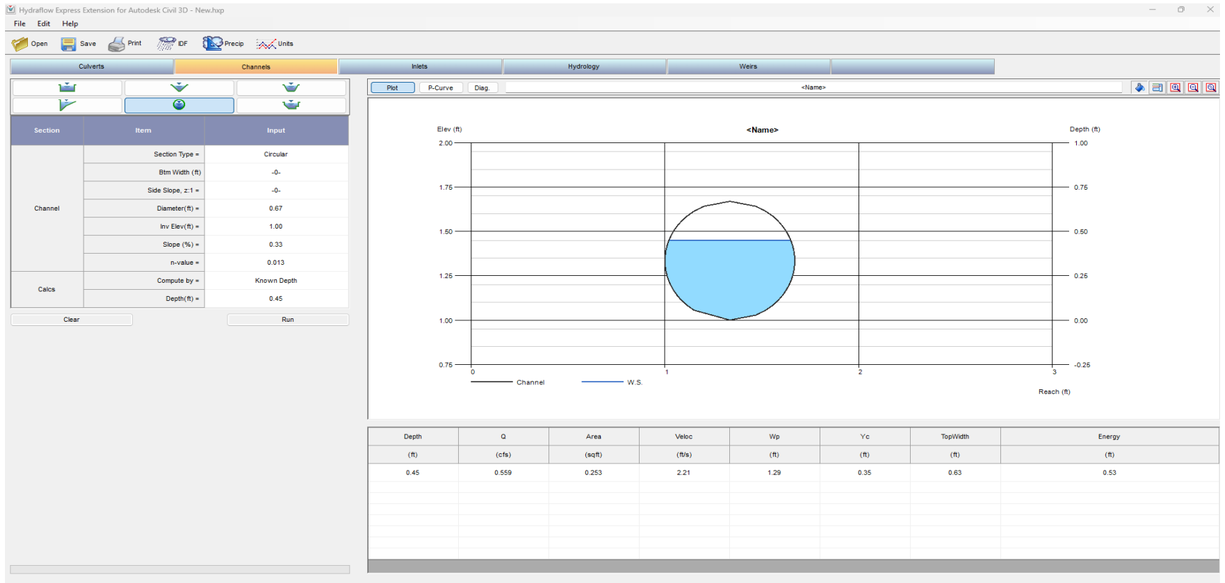
July 21, 2026

Phase	Acres	Land Use	Estimated Open Space (Acres)	No. of Lots/Units
1	5.79	SFD-7000		24
2	9.77	SFD-7000	2.47	26
3	6.87	SFD-7000		29
4	6.88	SFD-7000		25
5	5.47	SFD-7000		21
6	5.14	SFD-7000		23
7	10.07	SFD-7000	0.92	35
8	10.62	SFD-7000		39
9	8.86	SFD-7000		33
10	12.87	SFD-7000	2.11	37
11	7.40	SFD-7000		30
12	9.28	SFD-7000		39
13	10.68	SFD-7000		46
14	10.81	SFD-7000		39
15	6.86	SFD-7000		29
16	7.30	SFD-7000		30
17	8.06	SFD-7000		34
18	7.69	SFD-7000		32
	150.44	Subtotals SFD-7000	5.50	571
T-1	2.24	Rear Garage Townhomes	0.22	17
T-2	4.66	Rear Garage Townhomes	0.47	28
T-3	8.42	Rear Garage Townhomes	0.84	55
T-4	6.25	Rear/Front Garage Townhomes	0.62	53
T-5	5.18	Rear/Front Garage Townhomes Twin Homes/Front Garage	0.52	42
T-6	7.90	Townhomes Twin Homes/Front Garage	0.79	52
T-7	6.02	Townhomes Twin Homes/Front Garage	0.60	48
T-8	8.30	Townhomes	0.83	54
T-9	5.84	Front Garage Townhomes	0.58	51
T-10	4.62	Rear Garage Townhomes	0.46	38
T-11	5.61	Rear/Front Garage Townhomes	0.56	48
T-12	6.46	Front Garage Townhomes	0.65	50
	71.50	Subtotals Townhomes	7.15	536
C-1	2.27	Condominiums	0.34	45
C-2	1.64	Condominiums	0.25	45
C-3	2.38	Condominiums	0.36	45
C-4	1.65	Condominiums	0.25	45
C-5	1.24	Condominiums	0.19	45
C-6	1.96	Condominiums	0.29	30
C-7	2.27	Condominiums	0.34	45
C-8	3.54	Condominiums	0.53	45
C-9	2.28	Condominiums	0.34	45
C-10	2.36	Condominiums	0.35	30
	21.59	Subtotals Condominiums	3.24	420
A-1	3.15	Apartments	0.69	48
A-2	2.37	Apartments	0.52	48
A-3	2.18	Apartments	0.48	48
A-4	5.32	Apartments	3.84	48
A-5	3.32	Apartments	0.73	48
A-6	3.12	Apartments	0.69	48
A-7	5.60	Apartments	4.40	72
	25.07	Subtotals Apartments	11.35	360
CM-1	2.00	Commercial		
CM-2	4.32	Commercial		
CM-3	2.00	Commercial		
	8.33	Subtotals Commercial		
	268.58	Subtotals Overall		1,887
	10.45	City Park	10.45	
	20.44	Mack Canyon Road Dedication		
	299.47	Totals	37.69	1,887
			12.59%	

	Phase 1	24	
	Phase 2	26	
The	Phase 3	29	
Highlands	Phase 4	25	
Subdivision	Phase 5	21	
	Phase 6	23	
	Phase 7	35	
	Silver Fox Subdivision	41	Lots
	Total Existing Lots	**224**	**Lots**
		150	gpd per ERC
		4	Peaking Factor
	Total Wastewater Existing	**134,400**	**gpd**

		0.45	feet
Capacity of 8-inch diameter line @ 0.33% slope in		0.559	cfs
Old Lincoln Highway		361,290	gpd
		226,890	gpd
	Excess Capacity	**378**	**ERCs**

Max Depth in 8-inch (d/D=0.67)



Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

Grantsville City
Record of Resolution Adoption

A regular meeting of the City Council of Grantsville City was held at City Hall in Grantsville, Utah on Wednesday, the 6th day of August, 2025 at the hour of 7:00 p.m., there being present and answering roll call the following:

Neil Critchlow	Mayor
Rhett Butler	Council Member
Heidi Hammond	Council Member
Jacob Thomas	Council Member
Jolene Jenkins	Council Member
Jeff Williams	Council Member

Also Present:

Braydee Baugh	City Recorder
Tysen Barker	City Attorney
Gina Roberts	Deputy City Recorder

Absent:

After the meeting had been duly called to order and the minutes of the preceding meeting approved, the Resolution 2025-57 was introduced in writing, read in full, and pursuant to a Motion made by Councilmember Thomas. Seconded by Councilmember Williams and was adopted by the following vote:

Yea:	Unanimous
Opposed:	None
Abstained:	None

The resolution was then signed by the Mayor and recorded by the City Recorder in the official records of Grantsville City, Utah. The resolution is attached:

DocuSigned by:
Gina Roberts
3AE30EC7703B42D...
Grantsville City Recorder

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

GRANTSVILLE CITY
RESOLUTION NO. 2025-57

A RESOLUTION APPROVING THE MASTER DEVELOPMENT AGREEMENT FOR THE HIGHLANDS PLANNED UNIT DEVELOPMENT

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

WHEREAS, the Highlands Planned Unit Development ("PUD") was approved by the Grantsville City Council in May of 2024, authorizing a residential development with up to 1,887 units within the RM-7 zoning district; and

WHEREAS, a Master Development Agreement ("MDA") has been prepared to govern the terms, conditions, and obligations associated with the Highlands development; and

WHEREAS, the City Council has reviewed the MDA and finds it consistent with the previously approved PUD, applicable zoning regulations, and the best interests of Grantsville City; and

WHEREAS, the City Council desires to formally approve the MDA and authorize the Mayor to execute it on behalf of the City;

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

Section 1. Approval of Agreement: The Master Development Agreement for the Highlands Planned Unit Development, attached hereto as Exhibit A, is hereby approved.

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 6TH DAY OF AUGUST, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

Signed by:
3[illegible]8F7DE
By Mayor Neil Critchlow

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

DocuSigned by:
ATTEST
Braydee Baugh
Braydee Baugh, City Recorder

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

EXHIBIT "A"

MASTER DEVELOPMENT AGREEMENT FOR THE HIGHLANDS PLANNED UNIT DEVELOPMENT

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

WHEN RECORDED, RETURN TO:

Grantsville City Attorney
429 East Main Street
Grantsville City, Utah 84029

GRANTSVILLE CITY
AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT
FOR
THE HIGHLANDS
A MASTER PLANNED COMMUNITY

THIS AMENDED AND RESTATED MASTER DEVELOPMENT Agreement is made and entered as of the ___ day of _____, 2025 ("Effective Date"), by and between Grantsville City, a municipal corporation of the State of Utah and Deseret Highlands Investments LLC, a Utah limited liability corporation. For the purposes of this Agreement, "Party" or "Parties" shall refer to either Grantsville City or Deseret Highlands Investments LLC, or both.

RECITALS

A. The capitalized terms used in this ARMDA and these Recitals are defined in Section 1 below.

B. The Parties entered into the Grantsville City Master Development Agreement for the Highlands Subdivision, phases 2-6, on May 29, 2020 which was recorded in the offices of the Tooele County Recorder as entry no. 512399 on June 10, 2020 (the "Prior Agreement").

C. The Parties now desire to entirely replace the Prior Agreement with the ARMDA.

D. Developer owns and is developing the Property as a mixed commercial and residential subdivision.

E. On May 15th, 2024 the City Council approved the Master Plan pursuant to the required application submitted as required by Chapter 12 of the Grantsville Land Use Ordinances,

F. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA. Development of the Project as a master planned community

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pursuant to this ARMDA is acknowledged by the Parties to be consistent with LUDMA and to operate for the benefit of the City, Owners, Master Developer and the general public.

G. The City and the Master Developer agree the Master Plan included as Exhibit "A" is a conceptual plan and is subject to revision in the course of preparing, filing and approving Development Applications except as otherwise specified in this Agreement.

H. The City Council has reviewed this ARMDA and determined that it is consistent with LUDMA.

I. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in planning and economic benefits to the Owner and Developer(s) by providing assurances to Master Developer.

J. Owners, Master Developer, and the City have cooperated in the preparation of this ARMDA.

K. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Owners and Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA.

L. The Parties understand and intend that this ARMDA is a "development agreement" within the meaning of, and entered pursuant to the terms of, Utah Code §10-9a-102 and 532.

M. The City's entry into this ARMDA is authorized by the adoption of Resolution _____ on _____, 2025.

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

Definitions

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

1.1. **Agreement** means this Master Development Agreement including all of its Exhibits and Addendums.

1.2. **Applicant** means a person or entity submitting a Development Application for a portion of the Planned Community.

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

1.3. **Building Permit** means a permit issued by the City to allow the construction or alteration of a building, structure, private or public infrastructure within the City's jurisdiction.

1.4. **Buildout** means the completion of all Subdivisions permitted within the Planned Community in accordance with this ARMDA.

1.5. **City** means Grantsville City, a political subdivision of the State of Utah.

1.6. **City's Future Laws** means the Zoning, 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 Subdivision, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.

1.7. **City Park** means the fully improved-public park equal in value to the amount of Park Impact Fees for the Development, including minimum amenities, with a minimum of ten (10) acres of contiguous space.

1.8. **Council** means the elected City Council of the City.

1.9. **Default** means a material breach of this ARMDA as specified herein.

1.10. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.11. **Development Application** means any application to the City for final approval of a Subdivision, including a subdivision plan, preliminary or final plat, commercial site plan, Building Permit or any other permit, approval, certificate or other authorization from the City required for a Development within the Planned Community.

1.12. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code § 10-9a-603, and approved by the City, subdividing any portion of the Planned Community.

1.13. **General Plan** means the General Plan of Grantsville City adopted pursuant to LUDMA and GLUDMC Chapter 3 Section 10.

1.14. **GLUDMC** means the Grantsville Land Use Development and Management Code.

1.15. **LUDMA** means the Municipal Land Use, Development, and Management Act, Utah Code § 10-9a-101, *et seq*.

1.16. **Master Developer** means Updwell Development Highlands Investments LLC, a Utah limited liability corporation, and their successors, assignees, transferees, and related subsidiary entities as permitted by this ARMDA.

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Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

1.17. **Master Plan Area** means a specified portion of the Planned Community, which shall be developed in logical sequence as determined by the Master Developer and the City as identified in the Master Plan by land use.

1.18. **Master Plan** means *The Highlands Master Plan* which is included as Exhibit A, and is a conceptual plan and provides for the general locations of land density, roads, and open space applicable to Development within the Planned Community which was approved by the City Council on May 15th, 2024 pursuant to a PUD application for the property.

1.19. **Master Site Plan** means a site plan that identifies all required major utility improvements, open spaces, the City Park including all proposed amenities for the City Park including all areas except Phases 1-6 of the Highlands Subdivision.

1.20. **Maximum Residential Units** means the development on the Property of no more than one thousand eight hundred eighty-seven (1,887) Residential Dwelling Units.

1.21. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.

1.22. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.23. **Planned Community** means the master planned community, composed of multiple Subdivisions and any other development to be constructed on the Property pursuant to this ARMDA.

1.24. **Preliminary Plat** means those plans which may be important for evaluating a proposed Subdivision for compliance with City Laws and may be submitted to the City for review and approval.

1.25. **Project** means the collective commercial and residential subdivisions to be constructed on the Property as part of the Planned Community pursuant to this ARMDA with the associated Public Infrastructure and private facilities, and all the other aspects approved as part of this ARMDA.

1.26. **Property** means that real property containing approximately 298.12 acres, more particularly described in Exhibit "B".

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

1.28. **Require Open Space** means those private and public spaces qualifying pursuant to Section 6 of this ARMDA, and include impervious surfaces as permitted by GLUDMC

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

section 21.1.15, such as sports courts, pavilions, walking paths, trails, parking areas, and other recreational facilities and any other area as approved by the City, excluding streets.

1.29. **Residential Dwelling Unit** means a structure or portion thereof, designed and intended for use as an attached or detached residence.

1.30. **Specific Project Terms** means those deviations from GLUDMC included in Addendum No. 1 and incorporated to this ARMDA by this reference.

1.31. **Subdeveloper** means a person or entity who is acting to develop a portion of the Property, who is not the Master Developer.

1.32. **Subdivision** means a portion of the Property which is divided or proposed to be divided into two or more lots, units, or other division of land for the purpose of sale or lease.

1.33. **Zoning** means the Multiple Residential District RM-7 zoning in effect as of the date of this ARMDA.

2. **Development of the Planned Community**.

2.1. **Planned Community Compliance.** The City has reviewed the applicable law, including GLUDMC, LUDMA and has determined that the Planned Community substantially complies with the provisions thereof. The City hereby finds that the Planned Community, subject to the Specific Project Terms, is consistent with the Zoning and the purpose and intent of the General Plan.

2.2. **Subdivision Compliance.** Development of each Subdivision within the Planned Community shall be in accordance with LUDMA, GLUDMC, the City's Future Laws (to the extent they are applicable as specified in this ARMDA), and this ARMDA, including the Specific Project Terms. The terms of this ARMDA shall bind all Subdevelopers. The Master 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, and the Master Plan It is Master Developer's responsibility to review and adhere to these regulations in the planning, permitting, development, and maintenance of the Planned Community.

2.3. **Maximum Residential Units.** At Buildout, Master Developer shall be entitled to develop the Maximum Residential Units as shown on the Master Plan consistent with the RM-7 zoning requirements and the final plat for each phase, so long as the Maximum Residential Units within the Project is not exceeded.

2.4. **Non-Residential Units**. Master Developer shall apply to rezone no less than 8.0 acres, identified as Area 1 in the Master Plan, to any of Zones C-N, C-S, or C-G for

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

commercial development at 20% maximum residential buildout. Upon approval of the rezone to C-N, C-S, or C-G, Master Developer shall develop all 8.0 acres of the commercial space within Area 1 prior to issuance of building permits beyond 70% of the Maximum Residential Units. This requirement is contingent on the City's approval of the rezone described herein.

2.5. **Master Developer's Discretion.** This ARMDA may not obligate the Master Developer to construct the Planned Community or any Subdivision therein except as expressly provided for herein. The Master Developer shall have business discretion whether or not to construct a Development. However, once construction of a Development has begun in accordance with the Final Plat, the Master Developer or Subdeveloper shall be required to complete the Development within the time required by LUDMA and GLUDMC, or a time as specified by the City prior to approval of a Development Application. Nothing herein may prevent the dedication of additional property to the City or for public use, provided it is legally permissible and does not infringe upon the Developer's vested rights.

3. **Vested Rights.**

3.1. **Vested Rights Granted by Approval of this ARMDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this ARMDA grant to Master Developer all rights to develop the Planned Community in fulfillment of this ARMDA, LUDMA, and GLUDMC, except as specifically provided herein. The Parties specifically intend that this ARMDA grant to Master Developer the "vested rights" identified herein as that term is construed in Utah's common law and pursuant to Utah Code § 10-9a-509. Prior phases governed by and developed under the Prior Agreement are unaffected as to development standards and uses, but incomplete phases, including Phase 7 and future phases, are governed by this Agreement and hereby adopt the vested rights and laws in effect as of the Effective Date, except as modified by the Master Plan approved May 15th 2024.

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

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

3.2.2. State and Federal Compliance. The City's Future Laws or other regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Planned Community;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code,

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;

3.2.5. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

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

3.2.7. Planning and Zoning Modification. Changes by the City to its planning principles and design standards as permitted by Local, State or Federal law which do not conflict with this ARMDA; and

3.2.8. Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code § 10-9a-509(1)(a)(i).

4. **Term of ARMDA.** Unless earlier terminated as provided for herein, the term of this ARMDA will begin on the Effective Date and terminate on January 1, 2045. If, as of that date, Master Developer has not been declared to be currently in default pursuant to this ARMDA, then this ARMDA will be automatically extended until January 1, 2050. If upon the expiration of the automatic extension, Master Developer has not been declared to be currently in default pursuant to this ARMDA and there are unfinished Developments on the Property, the City has the option to extend this ARMDA for a time reasonably necessary to complete such Developments, not to exceed ten (10) years. This ARMDA will also terminate automatically upon Buildout of all property within the Planned Community or if no building permit or preliminary plat is approved within the Project in any five (5) year period.

5. **Building Permits**. The City shall reasonably accept complete Building Permit applications for all buildings and structures identified in an approved Final Plat. The City shall issue all required Building Permits after construction by Developer of all necessary public infrastructure, within such Final Plat including public safety access in accordance with Grantsville Municipal Code section 5-1-11 is provided and approved by the City, and adequate fire protection is in place as certified by the fire marshal and in accordance LUDMA. The City will promptly issue a certificate of occupancy for each building or structure that satisfies the State and applicable City requirements to obtain a certificate of occupancy.

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

5.1. **Fire flow.** Notwithstanding anything to the contrary in Grantsville City Code, this Agreement, or the Master Plan, prior to issuance of a building permit for any residential unit in the relevant phase, 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 IFC fire flow requirements are not satisfied.

6. **Planned Community and Subdivision Development**

6.1. **Preliminary Plats.**

6.1.1. Phase 7. The Master Developer and/or Subdeveloper(s) shall prepare and submit to the City for its review, an individual Preliminary Plats for The Highlands Subdivision Phase 7. Preliminary plat approval for the Highlands Subdivision Phase 7 Subdivision shall be valid for an initial period of six months, and may be extended subject to the limitations of GLUDMC.

6.1.2. Phases after 7**.** For the entire remaining development after The Highlands Subdivision Phase 7, Master Developer shall submit a Master Site Plan covering all remaining phases. This Master Site Plan shall identify all required major utility improvements, open spaces, the City Park including all proposed amenities for the City Park, which shall be approved by the City as a condition of approval of subsequent Preliminary Plats, and the general layout of residential units. Approval of this Master Site Plan by the City will satisfy the requirement for an overarching development plan beyond the two-year timeframe. Subsequent Preliminary Plat applications for each phase may be processed by planning staff, provided they are consistent with the approved Master Site Plan. Recognizing the extended duration of the project, the Master Developer shall provide a written progress report to the City every two years, outlining any updates to the prior Master Site Plan or confirming that no changes have occurred. The last application for Preliminary Plat Approval, which would achieve Buildout or the construction of the Maximum Residential Units, upon completion shall include all previously undeveloped area and incomplete Public Infrastructure identified in the Preliminary Plat. Material deviations from the Master Site Plan will be processed as formal amendments to this Agreement. A deviation is not considered material if the change or correction is necessary to adjust the infrastructure needed for the specific development, or if it is a modification or correction required to protect public health and safety or to comply with the then-existing state or federal law, provided that such deviation does not violate this Agreement or the City's Vested Laws.

6.2. **Combined Public Infrastructure.** It is intended that the Planned Community share Public Infrastructure and other items (such as public parks, trails, and utilities) between Subdivisions. Master Developer may provide additional design drawings for each Master Plan Area depicting the Public Infrastructure or any other items necessary for the Planned Community. Such drawings must be incorporated into the Final Plat for any Subdivision or Development in that Master Plan Area. Public Infrastructure requirements

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Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

for each Subdivision shall be calculated based only on the Public Infrastructure identified on the Final Plat for that Subdivision.

6.3. **Mack Canyon Road.** Master Developer agrees to dedicate to the City, a portion of the Property for the Mack Canyon Road right-of-way along the southerly border of the Project as depicted in Exhibit "A" (which exact width and location may vary) for the purpose of the planned widening of portions of Mack Canyon Road to a 108-foot right of way, including a 10' trail. Master Developer further agrees to dedicate both sides of Mack Canyon Road for the portion running west from State Highway 138, on the southern portion of the Project, up to one hundred and eight feet (108') in width. Master Developer shall grant a permanent easement across the southern portion of the Project Master Plan to the adjacent property owners that currently accesses Mack Canyon Road. In addition to any other assurances provided in this Agreement, the Master Plan, or the PUD, Master Developer shall execute documents reasonably requested by the City in furtherance of this provision. The City shall pay to Master Developer any amounts paid to the City for the benefit of Master Developer under the terms and in accordance with a separate agreed-upon pioneering agreement or similar contribution by adjacent or affected property owners, the amounts and timing of which are to be determined in writing.

6.4. **Open Space.** The Planned Community shall contain a minimum of 10% open spaces, totaling approximately 29.95 acres ("Required Open Space").

6.4.1. **Open Space Uses**. Public and private open space shall be counted toward the Required Open Space, and include impervious surfaces as permitted by GLUDMC Section 21.1.15, such as sports courts, pavilions, walking paths, trails, parking areas, and other recreational facilities and any other area as approved by the City, excluding streets. If the Master Developer or a Subdeveloper dedicate a portion of the Property as described in this section to the City for public use, such Master Developer or Subdeveloper shall be credited for the cost of improvements toward a reduction in park impact fees subject to the City's capital facilities plan.

6.4.2. **Required Uses**. The Master Plan illustrates a unique network of open spaces, parks and trails that include both publicly and privately owned and maintained land.

(a) **City Park.** In addition to privately owned and maintained open spaces, parks and common areas, the Planned Community shall include a fully improved public park, with a minimum of ten (10) acres of contiguous space ("City Park") improved with a parking lot, restrooms, 2 water filling stations, 2 dog waste stations, 5 trash/recycling stations, 4 pavilions with picnic tables, 2 play grounds with poured in place surfacing, 4 pickleball courts, 4 basketball courts with weather resistant surfacing, smart lighting, a trail system not less than 0.75 miles in length and made of asphalt or concrete, and no less than six (6) acres of grass or turf totaling a minimum of 10 contiguous acres. Private amenities

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

for multi-unit buildings shall include no less than three (3) tot lots and no fewer than four (4) sport courts.

(b) **Plans for Required Open Spaces.** Master Developer shall submit park and open space plans for both public and private open spaces generally consistent in location and size indicated in the Master Plan to the City's Planning and Zoning Administrator for approval, which may not be unreasonably withheld. Such plans shall include appropriate improvements and amenities.

6.4.3. **Calculation of Required Open Space.** The Planned Community shall share Required Open Space pursuant to the Master Plan under the approved PUD. Required Open Space is evaluated at the PUD level rather than being contained in each individual subdivision or phase. The Required Open Space may be developed in differing proportions across phases, provided that:

i. Master Developer shall complete the City Park prior to the City issuing building permits for Residential Dwelling Units in excess of 50% (944 units) of the Maximum Residential Units for the Project,

ii. Master Developer shall complete no less than 10 acres of Required Open Space, separate from the City Park, prior to the City issuing building permits for more than 632 Residential Dwelling Units for the Project.

iii. Master Developer shall complete all required public open space and related improvements prior to or contemporaneously with completion of lot improvements for 70% of the Maximum Residential Units. The City may withhold any building permits where issuance of the permits would violate this provision.

6.5. **Water Retention or Detention Areas.** Portions of the City Park and Community Trail may also serve as stormwater retention or detention areas for the benefit of the Planned Community, and the depth and capacity of such areas are subject to review and approval by the City.

6.6. **Approval of Final Plats.** The Planned Community and each Master Plan Area may contain multiple Subdivisions, each of which may be eligible for Final Plat approval subject to GLUMDC, this Agreement, and applicable State Law.

7. Public Infrastructure.

7.1. **Construction of Public Infrastructure.** The Master Developer or Subdeveloper responsible for each Subdivision, shall construct and install all Public Infrastructure lawfully required as a condition of approval of a Development Application pursuant to GLUDMC. Such construction must meet all applicable standards and requirements that do not conflict with Master Developer's vested rights and applicable law and approved by

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

the City's engineer and comply with shared infrastructure drawings for the Planned Community as established in Section 6.2.

7.2. **Responsibility Before Acceptance.** The Master Developer or Subdeveloper who has commenced construction of any Public Infrastructure within the Planned Community shall be responsible for all Public Infrastructure within that Subdivision covered by this ARMDA until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. The City may not, nor may any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the Public Infrastructure, nor may 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 Master Developer.

7.3. **Warranty.** The Master Developer or Subdeveloper of each project 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, Developer shall correct said condition within a reasonable time.

7.4. **Timing of Completion of Public Infrastructure.** In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the Public Infrastructure required by LUDMA within a Subdivision shall be completed within one (1) year following Final Plat approval for that phase and prior to recordation of the mylar for that phase, subject to the terms of the subdivision improvement ARMDA between the Master Developer or Subdeveloper and the City. Upon a showing of good and sufficient cause by Developer the City shall, in accordance with the provisions of GLUDMC, extend the time of performance if requested prior to expiration of the completion date or in the event constituting force majeure as described in section 18 below.

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

7.6. **City Completion.** The Master Developer or Subdeveloper shall agree that in the event they do not: (a) complete all improvements on a Subdivision within the time period specified under paragraph four above, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in Paragraph one above, and (c) pay all legitimate claims for material and labor used in the construction of said improvements, the City shall be entitled to declare the Subdivision in

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

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 and expiration of the Durability Testing Period shall be returned to the Guarantor.

7.7. **City Water**. Master Developer shall be responsible for providing adequate municipal water rights as required by GLUMDC to service all Public, Private, and residential property on the Project. Master Developer shall cooperate as much as possible with respect to water line extensions occurring on and around State Road 138 near the Property, including providing information and access as necessary and appropriate for the City's updated Capital Facilities Plan, Impact Fee Facilities Plan, and Impact Fees Analysis. Master Developer acknowledges that the City is actively working on these related items which may affect the Property and development of the Project.

7.8. **Connection Fee.** Master Developer shall pay all connection fees required by the Desert Edge PID to the City for each residential unit connecting to the water line in SR-138 in future phases including Phase 7. The City shall pay such connection fees to the Desert Edge PID on Master Developer's behalf. The City may, in its discretion, accept documentation and confirmation from Master Developer and Desert Edge PID that all connection fee payments required by Desert Edge PID have been received and no more are owing. Copies of documents identifying the connection fee obligations currently in place are attached hereto as Exhibit "C."

7.9. **Sewer Line Capacity**. Once the 349 ERCs of excess capacity in the existing 8-inch line are exhausted pursuant to Table 6-6 of the 2024 Amended Capital Facilities Plan for Grantsville, Utah, Master Developer will be required to install a 12-inch line in accordance with that plan before any additional Final Plat can be recorded after such ERC's are exhausted.

8. **Upsizing/Reimbursements to Master Developer.**

8.1. **Upsizing.** Except as otherwise described herein, the City may not require "upsizing" of any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Subdivision) unless financial arrangements reasonably acceptable to Master Developer or Subdeveloper of that Subdivision are made to compensate the Master Developer or Subdeveloper for the incremental or additive costs of such upsizing to the extent required by law.

9. **Default.**

9.1. **Notice.** If Master Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide Notice to the other Party.

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

9.2. **Contents of the Notice of Default**. The Notice of Default shall:

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

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

9.2.3. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which may be of no less than sixty (60) days duration, if weather conditions permit.

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

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

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

9.4. **Public Meeting.** Before any remedy in Section 8.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

9.5. **Default of Assignee.** A default of any obligations expressly assumed by an assignee may not be deemed a default of Master Developer.

9.6. **Limitation on Recovery for Default – No Damages against the City.** Anything in this ARMDA notwithstanding Master Developer may not be entitled to any claim for any monetary damages as a result of any breach of this ARMDA and Master Developer, except for claims sounding in fraud, waives any claims thereto. The sole remedy available to Master Developer and any assignee shall be that of specific performance.

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

To the Master Developer:

Deseret Highlands Investments LLC
Attn: Guy Haskell
890 Heritage Park Blvd
Suite 104
Layton, UT 84041

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

To the City:

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

11. **Dispute Resolution.**

11.1. **Meet and Confer.** The City and Master Developer shall meet within fifteen (15) business days of any dispute under this ARMDA to resolve the dispute.

11.2. **Mediation.**

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

12. **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits "A" - "C"" are hereby incorporated into this ARMDA.

13. **Headings.** The captions used in this ARMDA are for convenience only and a not intended to be substantive provisions or evidence of intent.

14. **No Third-Party Rights/No Joint Venture.** This ARMDA does not create a joint venture relationship, partnership or agency relationship between the City, or Master Developer. Except as specifically set forth herein, the parties do not intend this ARMDA to create any third-party beneficiary rights.

15. **Assignability.** The rights and responsibilities of Master Developer under this ARMDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein, which cannot be unreasonably withheld.

15.1. **Sale of Lots.** Master Developer's selling or conveying any Site within the Property

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may not be deemed to be an assignment.

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

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

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

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

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

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

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18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this ARMDA 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.

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

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this ARMDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Diane Rowberry. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Subdivision.

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

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

23. **Entire Agreement.** This ARMDA, and all Exhibits thereto, documents referenced herein, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties. Upon execution of this Amended and Restated Master Development Agreement (ARMDA), the Prior Agreement shall be deemed void and of no further force or effect, having been entirely replaced and superseded by this ARMDA.

24. **Mutual Drafting.** Each Party has participated in negotiating and drafting this ARMDA and therefore no provision of this ARMDA shall be construed for or against any Party based on which Party drafted any particular portion of this ARMDA.

25. **Further Assurances.** Each party shall execute and deliver such additional documents and take such further actions as may reasonably be necessary to effectuate the transactions contemplated by the Agreement.

26. **No Boycott**. The undersigned certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel during the term of this Agreement. The undersigned further acknowledges that its engagement in a boycott of the State

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of Israel would be in violation of Utah Code Section 63G-27-201 and could result in termination of this Agreement.

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

28. **Amendment.** This ARMDA may be amended only in writing signed by the parties hereto in accordance with GLUDMC.

29. **Recordation and Running with the Land.** This ARMDA shall be recorded in the chain of title for the Property. This ARMDA shall run with the land.

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

31. **Authority.** The Parties to this ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the City, the signature of the City Manager is affixed to this ARMDA lawfully binding the City pursuant to Resolution No. ___ adopted by the City on _____, 2025.

[Signatures and Acknowledgments to follow]

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

MASTER DEVELOPER
Deseret Highlands Investments LLC

_____
By: Guy M. Haskell,
Its: Managing Member

GRANTSVILLE CITY

_____
By: _____,
Its: Mayor

Approved as to form and legality:

_____
City Attorney

Attest:

_____
City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF TOOELE)

On the _____ day of_____, 202_ personally appeared before me _____who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

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MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF _____)

On the _____ day of _____, 20__, personally appeared before me Guy M. Haskell, who being by me duly sworn, did say that he/she is the Managing Member of Deseret Highlands Investments LLC, a Utah limited liability company and is duly authorized by said company sign on its behalf.

_____
NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

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TABLE OF EXHIBITS

Exhibit “A”	The Highlands Master Plan
Exhibit “B”	Legal Description of Property
Exhibit “C”	Desert Edge PID Documents
Exhibit “D”	Required Open Space Amenities
Addendum No. 1	Specific Project Terms

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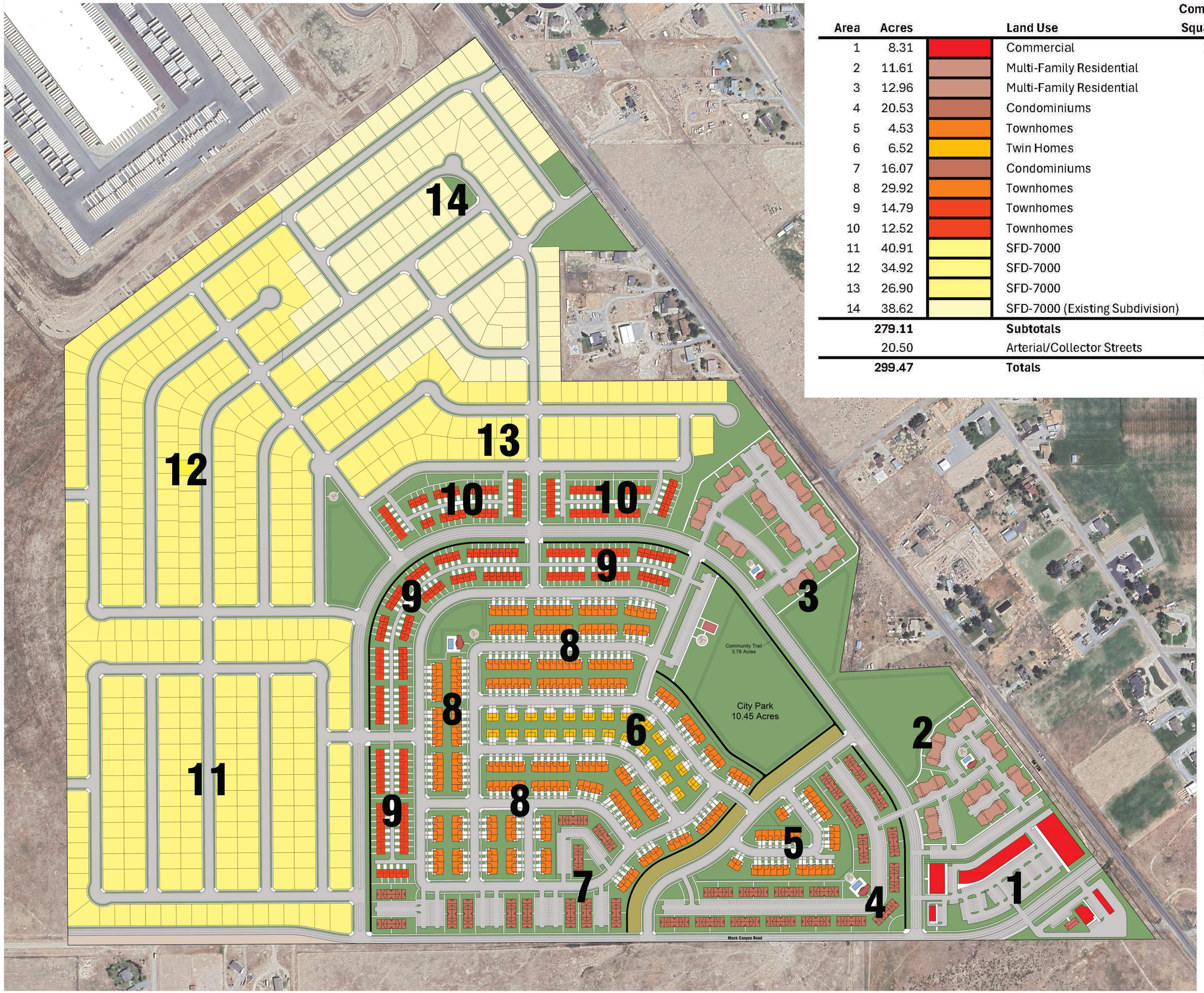
Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

Exhibit "A"
The Highlands Master Plan

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Area	Acres		Land Use	Commercial Square Feet	Common Open Space Acres	Density DU/Acre	No. of Lots/Units
1	8.31		Commercial	108,600			
2	11.61		Multi-Family Residential		5.16	15.0	174
3	12.96		Multi-Family Residential		6.49	15.0	194
4	20.53		Condominiums		10.43	13.5	278
5	4.53		Townhomes		0.46	7.1	32
6	6.52		Twin Homes			7.7	50
7	16.07		Condominiums		6.59	10.6	170
8	29.92		Townhomes		1.34	8.1	241
9	14.79		Townhomes				134
10	12.52		Townhomes		2.43	5.4	67
11	40.91		SFD-7000			3.9	161
12	34.92		SFD-7000			4.2	148
13	26.90		SFD-7000			3.6	97
14	38.62		SFD-7000 (Existing Subdivision)			5.2	141
	279.11		**Subtotals**	**108,600**	**32.90**		**1,887**
	20.50		Arterial/Collector Streets				
	299.47		**Totals**	**108,600**	**32.90**	**6.3**	**1,887**
					10.99%		



The Highlands

Master Planned Community

Grantsville, UT

North

0 300

Stephen G. McCutchan
Land & Community Planner
PO Box 382 Draper, UT 84020
(801) 557-6945
stevemplan@gmail.com

March 29, 2024

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

Exhibit “B”
Legal Description of Property

Beginning at a point on the south line of the Grantsville LLC, Subdivision that is North 00°18'28" West 934.25 feet along the Section line to said south line of from the West Quarter Corner of Section 26, Township 2 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah, as monumented by a brass cap on a steel post set in 1992, and running thence North 53°08’20” East 1135.94 feet along said south line to the westerly line of Highway 138 and to the most northerly corner of Deseret Highlands Subdivision Phase 1; thence South 37°02'16” East 915.73 feet along said westerly Highway line to a corner The Highlands Subdivision Phase 2; thence along the easterly lines of said Phase 2 subdivision and the easterly lines of The Highlands Phase 5 subdivision the following four (4) courses:
(1) South 53°08'20" West 199.89 feet; (2) South 00°41'00" East 294.33 feet; (3) South 02°28'53" East 55.25 feet; (4) South 00°40'20" East 411.91 feet to a Hathcock rebar and cap at an ancient fence corner described as being South 89°41'53" West 1351.742 feet and North 00°00'00" East 2631.749 feet from the South Quarter Corner of said Section 26, said ancient fence corner accepted as marking the Southwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 26; thence North 89°37'34” East 810.24 feet along said fence to a Hathcock rebar and cap on said westerly Highway line; thence South 37°02'16” East 982.27 feet along said westerly line to the extension of a cedar-post fence; thence South 09°16'49” West 593.00 feet along said fence and its extension to a corner; thence North 86°52'49” East 516.79 feet along a fence to said westerly Highway line; thence South 37°02'16” East 1603.97 feet along said westerly line to the South Section line of said Section 26; thence South 89°41'23” West 1435.53 feet along the Section Line to the South Quarter Corner of said Section 26, as monumented by a brass cap in a concrete collar at ground level set in 1982; thence South 89°40'26” West 2643.34 feet along the Section line to the Southwest Corner of said Section 26, as monumented by a brass cap in a concrete collar at ground level set in 1982; thence South 89°42'11” West 1023.00 feet along the section line; thence North 00°20'39” West 100.00 feet along a line parallel to and 1023.00 feet westerly distant from the East line of Section 27, Township 2 South, Range 6 West, Salt Lake Base and Meridian, as monumented by a brass cap in a concrete collar at ground level set in 1982; thence South 89°42'11” West 1023.00 feet along the section line; thence North 00°20'39” West 2635.21 feet along a line parallel to and 1023.00 feet westerly distant from the east line of said Section 27; thence North 00°18'28” East 176.12 feet along said parallel line to the south line of said Grantsville LLC, Subdivision; thence North 53°08'20” East 1269.43 feet along said subdivision line to the northwest corner of Lot 306 and to the point of beginning.

Highlands Development contains 298.119 acres

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Exhibit "C"
Desert Edge PID Documents

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GRANTSVILLE CITY
RESOLUTION NO. 2024-xx

A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN GRANTSVILLE CITY AND DESERT EDGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-3

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

WHEREAS, the City Council of Grantsville City, Utah, has determined that it is in the public interest to approve the Interlocal Agreement with Desert Edge Public Infrastructure District Nos. 1-3 (collectively referred to as the "Districts"); and

WHEREAS, the Interlocal Agreement outlines terms for the construction, reimbursement, and use of certain public improvements, including a twelve (12) inch culinary water line in State Route 138, as described in the Agreement; and

WHEREAS, the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., authorizes agreements between public agencies to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, the terms and conditions of the Interlocal Agreement are consistent with the goals and purposes of the Interlocal Cooperation Act; and

WHEREAS, the Interlocal Agreement, attached hereto as Exhibit A, has been reviewed and found to serve the interests of Grantsville City and its residents;

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

Section 1. Approval of Agreement: The Interlocal Agreement between Grantsville City and Desert Edge Public Infrastructure District Nos. 1-3 is hereby approved.

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 (xx) DAY OF (xx), 2024.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

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GRANTSVILLE
INCORPORATED 1867

_____
By Mayor Neil Critchlow

ATTEST

_____
Braydee Baugh, City Recorder

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

EXHIBIT “A”

The Interlocal Agreement

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

INTERLOCAL AGREEMENT
(REIMBURSEMENT AGREEMENT)

BETWEEN

THE CITY OF GRANTSVILLE, UTAH
AND
DESERT EDGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-3

This Agreement is made and entered into as of December____, 2024, by and among the City of Grantsville, a municipal corporation of the State of Utah (*"City"*), and Desert Edge Public Infrastructure District No. 1, Desert Edge Public Infrastructure District No. 2 and Desert Edge Public Infrastructure District No. 3, political subdivisions of the State of Utah (collectively, the *"Districts"*). The City and the Districts are collectively referred to as the Parties.

RECITALS

WHEREAS, on May 1, 2024, the City Council of the City adopted a resolution authorizing the creation of the Districts and approving a Governing Document for the Districts (the "*Governing Document*"); and

WHEREAS, the Districts were organized in order to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of certain public improvements benefiting the Districts as described in the Governing Document; and

WHEREAS, as authorized by the Governing Document, the Districts may issue bonds (the *"Bonds"*) to finance, among other things, the construction of certain initial public infrastructure consisting of a twelve (12) inch culinary water line in State Route 138 that is eligible for reimbursement from the Bonds as more particularly described on **Exhibit A** attached (the *"Water Infrastructure"*) and such Bonds may be repayable from either property taxes or special assessments levied against property owners within the Districts;

WHEREAS, the Water Infrastructure will constitute a portion of the Public Improvements, as defined in the Governing Document;

WHEREAS, LGI Homes - Utah LLC, a Utah limited liability company (the "*Developer*") has agreed to construct the Water Infrastructure with excess capacity for use of the Water Infrastructure by development projects outside of the boundaries of the Districts (the "*Non-District Development Projects*") pursuant to that certain Developer Agreement dated _____, 2024;

WHEREAS, the Developer may request reimbursement for the Water Infrastructure from the District(s) which will be paid from Bond proceeds;

WHEREAS, the Parties have entered into this Agreement to set forth the terms and conditions under which the District(s) will be entitled to reimbursement for the cost of the Water

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

Infrastructure if the District(s) reimburse(s) the Developer from Bond proceeds for the Water Infrastructure; and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents, and property owners to enter into this Interlocal Agreement (*"Agreement"*).

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

1. Water Infrastructure. The Water Infrastructure consists of a twelve (12) inch culinary water line in State Route 138, as described in more detail in **Exhibit A**.

2. Reimbursement.

a. The Water Infrastructure for which the District(s) is entitled to reimbursement under this Agreement is described in **Exhibit A** attached hereto. In the event the Developer requests reimbursement from one or more of the Districts for the Water Infrastructure and a District(s) reimburse(s) Developer for the Water Infrastructure from Bond proceeds, then during the term of this Agreement, the City shall require the owners of Non-District Development Projects to pay to the City certain amounts in accordance with and as provided in **Exhibit B** hereto, plus accrued interest on such Water ERU Reimbursement amount at an interest rate equal to the interest rate on the Bonds commencing on the date the Bonds were issued until the date such Water ERU Reimbursement amount is paid.

b. Subject to Section 2(a), the City shall forward all moneys received pursuant to this Section 2 to the District(s) within thirty (30) days of receipt thereof.

c. The City shall not charge any amounts under Section 2(a) against any user whose property is located within the boundaries of the District(s).

3. Fire Flow. The City shall require owners of Non-District Development Projects that propose to connect to the Water Infrastructure to conduct water modeling to ensure that no property within the Districts will fall below City or fire district fire flow requirements. If any hydrants within the District fail fire flow requirements, the City shall remedy the water volume in a timely and reasonable manner at the City's expense and such obligation shall survive any termination or expiration of this Agreement.

4. Term. The term of this Agreement shall commence on the date this Agreement is approved by the governing bodies of each of the Parties and shall terminate on the date all the Bonds are paid or discharged in full, including any bonds issued to refinance or refund the initial Bonds, provided that the term of this Agreement may not extend for a period in excess of fifty (50) years.

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

5. *Notices*. All notices, demands, requests, or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service, or other nationally recognized overnight air courier service, or by depositing the same in the United States mail, postage prepaid, addressed as follows:

To the District: Desert Edge Public Infrastructure District Nos. 1-3
Attn: District Counsel
Address: 10610 South Jordan Gateway, Suite 200
South Jordan, Utah 84095
Phone: 801-527-1040
Email: tom@yorkhowell.com

To the City: _____
_____
_____
_____

All notices, demands, requests, or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

6. *Amendment*. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto, provided any such amendments are subject to any limitations placed upon the District(s) in connection with the issuance of the Bonds.

7. *Assignment*. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

8. *Default/Remedies*. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants, or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

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9. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Agreement shall be authorized and adopted by resolution of each Party pursuant to and in accordance with the provisions of Utah Code Ann. Section 11-13-202.5;

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. Section 11-13-202.5(3);

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. Section 11-13-209;

d. The Parties agree that they do not, by this Agreement, create an interlocal entity;

e. As required by Utah Code Ann. Section 11-13-207, the Parties agree that the undertaking under this Agreement shall be administered by one member of the board of each Party, each to be appointed by their respective board. Any real or personal property used and the Parties' cooperative undertaking herein shall be acquired, held, and disposed of as determined by such administrators; and

f. No budget shall be established or maintained except as described herein.

10. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

11. Inurement. Each of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

13. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District(s) and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District(s) and the City shall be for the sole and exclusive benefit of the District(s) and the City.

14. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

16. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

DESERT EDGE PUBLIC INFRASTRUCTURE DISTRICT NOS. 1-3

By: _____
Chair

Attest:

By: _____
Secretary

APPROVED AS TO FORM: _____

CITY OF GRANTSVILLE, UTAH

By: _____
Mayor

Attest:

By: _____
City Recorder

APPROVED AS TO FORM: _____

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

EXHIBIT A

DESCRIPTION OF THE WATER INFRASTRUCTURE

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

EXHIBIT B

REIMBURSEMENT OF WATER INFRASTRUCTURE

Upon the recordation of any plat within a Non-District Development Project, the City shall require the owner(s) of the Non-District Development Project of which such plat is a portion of to pay to the City the following sums:

$500.00 multiplied by the total number of dwelling units (inclusive of multi-family units, condominium units, townhomes, duplexes, single family detached homes) and equivalent residential units or connections, whether the lots, tracts, or parcels therefor are then platted or unplatted, then-contemplated under the Non-District Development Project's PUD, site or development plan, and/or master development agreement.

Docusign Envelope ID: DA47A32C-C7C7-4091-83C8-ABCB1E1AC567

Exhibit "D"
Required Open Space Amenities

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Addendum No. 1

Project Specific Terms

The following provisions are incorporated into the Agreement:

1. Local Street Widths. Local streets shown in the PUD approval having less than 1,000 daily trips or fewer on the report attached hereto as "Addendum 1A" may be approved with a sixty-foot (60') right of way and at least thirty-two feet (32') of asphalt.
2. Mack Canyon Trail. Master Developer shall install a ten foot (10') wide trail along Mack Canyon for the length of the entire Planned Community. The trail shall be configured to allow a future connection to the west.
3. Loop Road. The planned Loop Road may be approved with a 94' right of way with a minimum of 46' of asphalt, with parking on both sides of the road, and otherwise shall comply with Grantsville's requirements. Drainage for such roads are increased to nineteen feet (19').
4. Alleys in Rear Garage Townhouses. Subject to Fire Marshall approval, rear-loaded townhomes may be approved with alleys of no less than twenty feet (20') provided that no fire hydrants, required fire access, or other fire-suppression services relies on the alley.
5. Front Setbacks on Rear Garage Townhouses. Rear-loaded townhomes may be approved with at least fifteen feet (15') front yard setbacks, meaning the area from the front door opposite the garage to the common space or non-access right of way.
6. Single-Family Lot Side Setbacks. Subject to the City engineering and public works departments' approvals, single-family lots may be approved with five foot (5') side yard setbacks on one property abutting a ten foot (10') setback on the adjacent side yard, provided that no non-corner lot may have fewer than fifteen feet (15') of total side yard setbacks, and that there is a minimum of at least fifteen feet (15') between the buildable space in abutting lots along the abutting side yards.
7. Single-Family Corner Lots. Single-family lots on corners may be approved with frontage of ninety feet (90') and a total area of at least 9,000 square feet provided that garages are placed in side yards abutting at an adjoining property and not a street.
8. For each subdivision, Master Developer shall include and record a provision in the community's CC&Rs that limits parking on streets in single-family zones and prohibits, at a minimum, long-term parking of recreational vehicles and trailers on those streets.

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STATE OF UTAH)
) SS:
COUNTY OF TOOELE)

I, Gina Roberts, do hereby certify that I am the duly appointed, qualified and acting Deputy Recorder for the Grantsville City Council, (the “City"), State of Utah, and do further certify that the foregoing is a true and correct copy of Resolution 2025-57 duly adopted by the City of Grantsville, by the Council thereof at a meeting duly called and held in Grantsville, UT on the 6th day of August, 2025.

(S E A L)

DocuSigned by:
Gina Roberts
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Gina Roberts
Deputy City Recorder

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AGENDA ITEM #7

Approval of the minutes from the September 1, 2026 Planning Commission Regular Meeting.

Action Summary:

Agenda Item	Item Description	Action
#1	Consideration of a request for a Plat Extension for the Matthews Meadows Phase 2 Subdivision.	Tabled
#3	Recommendation of proposed amendments to Chapter 9 of the Grantsville Land Use Ordinance.	Denied
#4	Approval of the minutes from the August 18, 2026 Planning Commission Regular Meeting.	Approved

MINUTES OF THE GRANTSVILLE CITY PLANNING COMMISSION, HELD ON SEPTEMBER 1, 2026 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:00 P.M.

Commission Members Present: Chair Sarah Moore, Vice Chair Hill, Commissioner Cameron Moulton, Commissioner Gary Merrill

On Zoom:

Commission Members Absent:

Appointed Officers and Employees Present: Community and Development Director Bill Cobabe, Planning and Zoning Administrator Shelby Moore, Mayor Heidi Hammond, City Manager Michael Resare, City Recorder Alicia Fairbourne, Council Member Rhett Butler, Fire Lieutenant Brad Deleeuw, GIS Analyst/City Planner Tae-Eun Ko, Planning and Zoning Administrative Assistant Nicole Ackman.

On Zoom: Derek Dalton

Citizens and Guests Present: Nicole Cloward, Jessica Perschon, Scotty Perschon, Cameron Ordakowski

Citizens and Guests Present on Zoom: J Contreras, Cavett Eaton

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

PUBLIC NOTICE
The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Tuesday September 1, 2026 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Chair Sarah Moore reviewed the Planning Commission's meeting format, explaining that each agenda item would begin with a staff presentation, followed by a public hearing, when required,

and then Planning Commission discussion and consideration. She also reminded those in attendance that public comments during public hearings would be limited to three minutes to help the meeting proceed efficiently.

1. Consideration of a request for a Plat Extension for the Matthews Meadows Phase 2 Subdivision.

Presentation by Planning and Zoning Administrator Shelby Moore

Planning and Zoning Administrator Shelby Moore explained that the applicant was requesting additional time based largely on current market conditions and the difficulty of moving forward with development and home sales. The existing extension remained valid until November, so the applicant was requesting another extension before the current approval had expired.

Shelby reviewed the developer's active projects within the City and the outstanding obligations associated with those developments. She explained that Matthews Meadows Phase 1 and Matthews Meadows Phase 2 were separate projects with separate outstanding items. Matthews Meadows Phase 1 still required installation of the chain-link fence around the retention basin. Matthews Meadows Phase 2 was the subdivision currently before the Commission for the extension request and still required the plat to be recorded and the applicable fee-in-lieu and bonding requirements to be addressed.

Shelby also discussed outstanding items associated with Canyon View. She explained that the development agreement established a fee amount, but the applicant had submitted an appraisal that resulted in a substantially different value. Staff had drafted a development agreement to address the matter, but the agreement could not move forward until the applicant reviewed and agreed to the proposed language. The development agreement would then need to proceed through the applicable Planning Commission and City Council review process.

Shelby displayed the locations of the developer's projects and identified Matthews Meadows Phase 1, Matthews Meadows Phase 2, Cowboy Estates, Townhomes on Willow, Canyon View, and Heritage Farms. She explained that several of the developments were located relatively close to one another.

Shelby explained that staff was not recommending that the Commission make a final determination on the extension at that meeting. Because the current extension did not expire until November, staff was requesting that the item be tabled to give the applicant additional time to address outstanding obligations and demonstrate progress before the Commission considered whether another extension should be granted.

Discussion and Consideration

Vice Chair Hill stated that he understood the difficult market conditions and the applicant's request for additional time but was concerned with the number of outstanding obligations associated with the developer's projects. He stated that if the City continued considering

extensions, he wanted to see a clear schedule identifying outstanding items, expected deliverables, and when they would be completed. He noted that the applicant had expressed a commitment to completing the projects, but that commitment had not yet been demonstrated through performance.

Commissioner Merrill acknowledged that the housing market was difficult and that builders were facing challenges selling homes. However, he questioned why another extension needed to be considered when the existing extension did not expire until November. He expressed particular concern that the retention basin fence for Matthews Meadows Phase 1 had not been installed while the developer continued opening additional developments. Commissioner Merrill stated that he preferred to table the request and give the applicant an opportunity to demonstrate progress before the Commission considered another extension.

Chair Sarah Moore asked Shelby to clarify the outstanding obligations associated with Matthews Meadows Phase 1 and Phase 2 and the developer's other projects. Shelby explained that Matthews Meadows Phase 1 required the chain-link fence around the retention basin, while Phase 2 involved the requested extension, recording of the plat, and outstanding fee and bonding requirements. Shelby identified several other nearby developments associated with the same developer.

Chair Sarah Moore stated that she was willing to table the request because she did not yet have enough information to support a final decision. She expressed concern with the number of developments the applicant currently had underway and did not want a City decision to negatively affect completion of those developments. At the same time, she agreed that the Commission needed to see progress, stating that actions demonstrating compliance were more meaningful than statements of intent.

Commissioner Moulton expressed concern regarding the size of the Matthews Meadows retention basin and the lack of a fence, particularly because of the potential safety risk if the basin filled with water.

Vice Chair Hill stated that he supported giving the applicant an opportunity to return but would not support another extension without seeing meaningful progress. He agreed that installation of the retention basin fence was one example of an outstanding obligation that could demonstrate the developer's commitment to completing previously approved requirements.

The Commission discussed bringing the item back at the October 6 Planning Commission meeting. Commissioner Merrill stated that he wanted to see the retention basin fence completed and progress on the other outstanding items before considering the extension. Shelby agreed that completion of the fence and progress on the outstanding Canyon View items would demonstrate movement toward compliance.

Vice Chair Hill stated that the developer's performance on the other projects was relevant when considering whether another extension should be granted. He wanted the applicant to return with a plan showing how the outstanding obligations would be addressed. Commissioner Merrill stated that the City was providing ample opportunity for the applicant to demonstrate intent

through action and that, if meaningful progress had not occurred when the item returned, he would be inclined to deny the extension.

Chair Sarah Moore asked whether the Commission could identify expected outcomes when tabling the request. Shelby clarified that the Commission could communicate its expectations, but those expectations would not constitute formal conditions. It would ultimately be the developer's decision whether to address those items before returning for consideration of the extension.

Chair Sarah Moore also asked whether the City should consider limiting the number of active projects or extensions one developer could have at one time. Shelby explained that required bonds provide protection to the City if a developer is unable to complete required infrastructure. Commissioner Moulton and Vice Chair Hill indicated that they preferred evaluating extension requests individually rather than establishing a predetermined limit.

> **Gary Merrill made a motion to table the consideration of a request for a Plat Extension for the Matthews Meadows Phase 2 Subdivision, until the October 6, 2026 Planning Commission Meeting based on the recommendations presented in the staff report. Jason Hill seconded the motion. The vote was as follows: Sarah Moore "Aye," Gary Merrill "Aye," Jason Hill "Aye," Cameron Moulton "Aye." The motion passed unanimously.**

2. Discussion of a proposed new use for an Animal Encounters Facility within the Chapters 2, 8, and 15.

Presentation by Planning and Zoning Administrator Shelby Moore

Planning and Zoning Administrator Shelby Moore presented the proposed amendments to Chapters 2, 8, and 15 of the Grantsville Land Use Ordinance to establish a new use for an Animal Encounters Facility. Shelby explained that the concept had been discussed at the previous Planning Commission meeting to determine whether the Commission was comfortable allowing the use within the R-1-21 zoning designation. Based on the direction received at that meeting, staff prepared proposed ordinance language for the Commission to review and provide additional direction before proceeding to a public hearing.

Shelby reviewed the proposed definition of an Animal Encounters Facility as a facility where members of the public may observe, handle, feed, or otherwise interact with domestic farm animals. She explained that the agricultural operation would be required to remain the primary use of the property and that permitted activities could include supervised animal interactions, workshops, photography sessions, educational programs, demonstrations, guided tours, family-oriented recreational activities, and accessory sales of agricultural products or merchandise. The proposed use would exclude commercial kennels, veterinary hospitals or clinics, breeding and boarding facilities, slaughter facilities, and exotic, wild, or injured animals.

Shelby explained that the draft limited visitor groups to one to ten people per 45-minute period, with proposed operating hours from 9:00 a.m. to 8:00 p.m. She stated that the 45-minute

scheduling requirement was intended to provide separation between groups and reduce overlapping traffic, parking, restroom use, and circulation issues.

The draft established a minimum site area of two acres with at least 125 feet of frontage and legal access to a public street. A property of at least two acres could maintain up to 20 domesticated farm animals associated with the use, while a property of at least five acres could maintain up to 40, with a maximum of 40 under the proposed language. Shelby explained that animals associated with the Animal Encounters Facility would also be considered when determining the total number of animals otherwise permitted on the property.

Shelby further explained that applicants would be required to address noise, lighting, traffic, parking, sanitation, pedestrian circulation, accessibility, and animal welfare. The Planning Commission could impose additional buffering, landscaping, screening, parking, or circulation requirements based on the characteristics of the property. An Animal Encounters Facility would require a Conditional Use Permit and applicable application materials, including a Chapter 11 site plan and parking and circulation plans. The use would then be added to the Chapter 15 use table as a conditional use.

Discussion

Vice Chair Hill stated that staff had done a good job developing standards for the agricultural component of the use but questioned whether the proposed language sufficiently addressed its commercial component. He noted that an Animal Encounters Facility would operate as a business with members of the public coming onto residential property and wanted to ensure the ordinance adequately addressed that distinction. He expressed concern about establishing a precedent for other commercial activities within R-1-21. Shelby agreed that commercial uses were not generally intended for R-1-21 but explained that the proposed use was being specifically created to address a home-based agricultural business that did not fit within the City's existing home occupation, micro-entrepreneurship, or similar classifications.

Commissioner Merrill questioned the proposed 9:00 a.m. to 8:00 p.m. operating hours and asked why they differed from other City operating-hour standards. Nicole Cloward, property owner and applicant, explained that she had proposed those hours as parameters she believed would work for both her business and her neighbors but would appreciate flexibility to operate earlier or later when appropriate. Vice Chair Hill noted that the Commission should consider the residential nature of R-1-21 when determining appropriate operating hours for a commercial activity.

Commissioner Moulton asked how the two-acre minimum would apply and whether multiple smaller parcels could be combined to meet the requirement. Shelby clarified that a single parcel would need to contain at least two acres. Commissioner Moulton stated that the acreage requirement addressed his concern about this type of use appearing on a typical half-acre lot within a subdivision. He also asked whether the Land Use Ordinance defined exotic animals, and Shelby confirmed that the City's code contained standards addressing those animals.

Chair Sarah Moore discussed the agricultural character of the proposed use and noted that many traditional agricultural activities can have a business component while still being considered agricultural uses. She expressed support for creating a mechanism that would allow this type of activity while maintaining the agricultural nature of the property.

Nicole Cloward was present to answer questions on this item she presented three items within the proposed language that she wanted the Commission to reconsider.

First, Nicole questioned the proposed limitation of one to ten visitors every 45 minutes. She explained that her business plan contemplated groups arriving every 30 minutes, with one group participating in an orientation while another interacted with the animals. The groups would arrive and depart at staggered times so vehicles would not need to pass one another on the private lane. Nicole stated that she did not necessarily want her specific operating schedule incorporated into the ordinance but wanted enough flexibility to operate the business efficiently.

Shelby explained that staff's concern involved the approximately 22-foot-wide access, emergency and ADA access, parking, restrooms, and the potential impacts if a future Animal Encounters Facility had a less favorable site configuration. Vice Chair Hill and Commissioner Moulton expressed concern with writing Nicole's specific business operations into the ordinance and favored establishing broader standards that could accommodate different properties while still addressing parking, accessibility, and safety.

The Commission discussed establishing a maximum number of visitors per hour rather than prescribing how frequently groups could arrive. City Manager Michael Resare cautioned that leaving the standard undefined could create enforcement difficulties and recommended establishing a specific number. Commissioner Merrill suggested allowing up to 40 visitors per hour, with individual businesses retaining the ability to operate below that maximum. Shelby stated that she would revise the language to consider a maximum of 40 visitors per hour tied to applicable parking requirements and would verify that the number did not trigger County or City mass-gathering requirements.

Second, Nicole questioned language stating that activities not expressly approved as part of the Conditional Use Permit would be prohibited. She used bottle-feeding a calf as an example of a normal animal-related activity that might arise after approval and stated that she did not want minor agricultural or educational activities to require an amendment to the permit. She proposed allowing similar activities provided they did not substantially increase the nature, size, intensity, or impacts of the approved use.

Vice Chair Hill suggested adding animal husbandry to the permitted activities, explaining that the term would encompass the general raising and care of animals, including activities such as feeding and interacting with them. Commissioner Merrill supported adding animal husbandry to the list of permitted activities. Shelby agreed and noted that the term would need to be appropriately defined within Chapter 2. Nicole supported the change because it would keep the ordinance more general rather than attempting to identify every possible animal-related activity.

Third, Nicole questioned the proposed animal limits. She noted that the draft allowed up to 20 animals on a two-acre property and 40 animals on a five-acre property but did not provide an

incremental increase for properties between those sizes. Nicole explained that her property contained approximately 4.57 acres, with approximately 4.2 acres available for calculating animal area, which would leave her subject to the 20-animal limitation despite being close to five acres.

The Commission discussed whether the number should increase proportionally with acreage. Nicole suggested an approach such as 20 animals on two acres, 30 on three acres, 40 on four acres, and 50 on five acres. Commissioner Moulton and Vice Chair Hill supported providing an incremental increase rather than an all-or-nothing threshold.

The discussion then turned to whether a separate animal limit was necessary for an Animal Encounters Facility when the City's existing animal standards already regulate the number of animals permitted based on available square footage. Nicole noted that the existing standards require 10,000 square feet for the first large animal and 2,000 square feet for each additional large animal. Vice Chair Hill questioned what benefit was gained by limiting the number of animals participating in the business when additional animals could otherwise remain on the same property under the existing animal standards.

Shelby reminded the Commission that the proposed use was a commercial business being introduced into a residential zoning designation and that the standards needed to account for impacts beyond simply the number of animals permitted for personal agricultural use. Chair Sarah Moore added that the Commission also needed to consider the health, safety, and welfare of members of the public visiting the property. Commissioner Moulton stated that he understood the distinction but questioned why the number of animals should be more restrictive simply because the animals were part of a business when the same number could otherwise legally be kept on the property.

The Commission ultimately directed Shelby to revise the animal limitation language to tie the number of animals to the City's existing square-footage requirements. Commissioner Moulton noted that nuisance and mitigation standards would still provide a mechanism to address impacts on neighboring properties if problems arose.

Discussion item only no action taken.

3. Recommendation of proposed amendments to Chapter 9 of the Grantsville Land Use Ordinance.

Presentation by Planning and Zoning Administrator Shelby Moore

Planning and Zoning Administrator Shelby Moore presented the proposed amendments to Chapter 9 of the Grantsville Land Use Ordinance. Shelby explained that following the Commission's previous discussion, staff decided to rewrite Chapter 9 in its entirety rather than continue making individual amendments to what had become a patchwork of provisions. She stated that the rewrite was intended to address the Commission's previous concerns, meet the State's minimum water-wise landscaping requirements, improve the organization and internal references within the chapter, and establish standards that encouraged responsible water use while maintaining compatibility within the community.

Shelby explained that the proposed ordinance was intended to be flexible, protect existing property owners, and primarily regulate new construction. She emphasized that existing property owners would not be required to convert their existing landscaping. For new development, however, developers would be required to install landscaping that complied with the standards, and future property owners would be required to maintain compliance with the applicable City requirements.

Chair Sarah Moore asked what would occur if the Planning Commission did not approve the proposed amendments. Shelby clarified that the Planning Commission was making a recommendation and that final consideration would be by the City Council.

Commissioner Moulton asked how the requirements would interact with subdivision CC&Rs and HOAs. Shelby explained that CC&Rs are recorded with the County and generally enforced through the HOA. City Manager Michael Resare clarified that although an HOA may impose standards that are more restrictive than City requirements, City Code Enforcement would enforce the City's adopted requirements rather than an HOA's additional restrictions. Shelby further explained that whether or not a development had an HOA, applicable City landscaping standards would ultimately apply to the property.

Commissioner Moulton asked for clarification regarding a future homeowner who purchased a newly constructed home and later wanted to install lawn in an area where turf was prohibited under the proposed ordinance. Shelby confirmed that if the property was subject to the new standards, installing turf in a prohibited area would constitute a violation of City Code. Commissioner Moulton stated that he wanted that distinction clearly understood because the requirement would ultimately apply to the future homeowner and not only the original developer.

The Commission discussed whether those restrictions represented an appropriate land use regulation. Commissioner Merrill stated that an HOA could be more restrictive than City Code but could not authorize something prohibited by City Code. He noted that the City already regulates many aspects of property development and use. Commissioner Moulton disagreed that this made the proposed restriction appropriate and stated that many existing land use regulations address health, safety, and welfare, while he did not believe prohibiting grass within a particular area of a residential yard served the same purpose.

Commissioner Merrill stated that water conservation required the City to begin somewhere. He expressed concern with the City's long-term water supply and stated that preserving water for essential uses was more important than maintaining turf within small areas such as park strips. Vice Chair Hill agreed that water availability was connected to the City's long-term health and ability to accommodate future growth. He stated that Grantsville could not continue managing outdoor water use in the same manner it had historically and that the City had a responsibility to plan for future municipal water needs.

Commissioner Moulton agreed that water conservation was important but stated that he did not believe regulating the placement of residential turf was the appropriate method. He suggested that water consumption could instead be addressed through growth management or water pricing. Vice Chair Hill acknowledged that cost could influence water use but stated that

increasing water rates was simply another form of regulation and that the City still needed to address long-term water management.

The Commission also discussed the potential heat impacts associated with water-wise landscaping. Commissioner Merrill stated that he preferred landscaping using desert-adapted plants and natural soil rather than extensive hardscape or rock because rock can retain and radiate heat. Shelby referenced a parkway within Northstar Ranch that used gravel, shrubs, and trees as an example of water-wise landscaping that remained visually attractive.

Chair Sarah Moore asked whether the State's landscaping requirements, including requirements for water-wise plant material, were incorporated into the proposed rewrite. Shelby confirmed that the draft had been reviewed to ensure that it met the applicable State requirements. Shelby reiterated that she was proposing a complete rewrite of Chapter 9 rather than continuing to make individual amendments so the chapter would flow consistently and properly reference related provisions of the Land Use Ordinance.

Commissioner Merrill expressed concern that requiring developers to install the landscaping could increase the cost of new homes. Shelby explained that the City already provided incentives for water-wise development through reductions in required water credits because water-wise landscaping has a lower anticipated water demand. She stated that the reduction could help offset the developer's landscaping costs.

Vice Chair Hill asked how the landscaping installation requirement would be enforced for new construction. Shelby explained that installation would be tied to occupancy requirements and that during seasons when landscaping could not reasonably be installed, the required improvements could be bonded and completed within the allowed timeframe.

Vice Chair Hill also asked how the City's approved tree list would be maintained and whether it would continue to rely on lists from other jurisdictions or outside recommendations. He expressed concern that trees suitable elsewhere along the Wasatch Front may not necessarily perform well under Grantsville's soil, heat, and wind conditions. He specifically expressed concern with allowing pine trees within park strips because of visibility and pedestrian safety issues as the trees mature and requested that pine trees not be allowed within park strips.

Vice Chair Hill also questioned allowing bark within park strips because it could blow or wash into streets during Grantsville's wind and storm events. Shelby explained that bark and mulch were easier for City crews to clean up than materials such as pea gravel but stated that the provision could be revised. Vice Chair Hill stated that his primary concern was ensuring that approved materials remained stable and that landscaped areas did not eventually consist of exposed landscape fabric or dirt because the original material had blown away.

Commissioner Moulton requested that staff compare the proposed tree list with the trees sold by the City to ensure the City was not selling species that would be inconsistent with its own landscaping standards. Vice Chair Hill suggested that instead of maintaining an approved tree list, the City could consider identifying trees that were specifically prohibited or discouraged and allow property owners greater flexibility with other species.

Chair Sarah Moore stated that she had applied the State's incentive program to her own front yard and estimated that she could potentially receive approximately $6,000 for converting the existing lawn. However, she believed hiring a professional to design and install the water-wise landscaping could cost substantially more than the available incentive. She stated that while she supported water conservation, she continued to have concerns with requiring future homeowners to landscape their property in a particular manner.

Chair Sarah Moore stated that she did not believe it was irresponsible to allow property owners to determine how they wanted to landscape their property and felt the proposed requirements represented an overreach into private property choices. She was also concerned that developers would pass the cost of required landscaping on to homebuyers, potentially increasing the price of new homes at a time when the City and State were also attempting to address housing affordability. She noted that developers were already proposing water-wise landscaping in many new developments and questioned whether additional restrictions were necessary to encourage that practice.

Chair Sarah Moore also raised concerns regarding the ambient temperature created by hardscape compared with lawn and questioned the definition of turf. She noted that some homeowners use clover, Bermuda grass, creeping thyme, or other groundcovers instead of traditional lawn and questioned how those alternatives would be treated under the proposed standards. She stated that she remained uncomfortable imposing those restrictions on future homeowners.

Public Hearing

Cameron Ordakowski: Cameron Ordakowski was present to comment on this item, he stated he is opposed to mandating the proposed water-wise landscaping requirements. He stated that he supported water conservation and incentive programs but opposed placing the requirements into City Code. He discussed his own efforts to reduce irrigation and stated that homeowners could conserve water without being prohibited from choosing lawn for portions of their property. He expressed concern with the effect of mandates on private property rights and questioned how much water would ultimately be saved by restricting residential turf. He also discussed the environmental benefits of vegetation and trees and questioned whether all plants identified as water-wise were necessarily appropriate from a water-consumption standpoint. He recommended that the City consider alternatives such as watering-hour restrictions or temporary watering limitations during drought conditions rather than permanent landscaping mandates.

Cavett Eaton: Cavett Eaton was present via zoom to comment on this item, he stated that he and his wife had taught water-wise landscaping in Grantsville for approximately three years. He supported the proposed ordinance, congratulated the City for considering the standards, and stated that water-wise landscaping would conserve water and was well suited to Grantsville's conditions.

Discussion and Recommendation

Vice Chair Hill stated that he supported the proposed amendments because the City needed to consider long-term regional drying trends, continued growth, and the availability of municipal water. He stated that if the City waited until its water supply became critically limited, substantially more restrictive measures could become necessary. He viewed the proposed

standards as a proactive effort to protect the City's ability to accommodate future residents and development over the next 10, 20, and 30 years.

Chair Sarah Moore reiterated her concern that future homeowners may not fully understand the restrictions applicable to their property when purchasing a home. She discussed her own experience purchasing property without understanding all of the HOA requirements and noted that buyers do not always receive or understand all applicable restrictions. She was concerned that a future homeowner could purchase a property, install lawn without realizing it was prohibited, and later face City enforcement requiring its removal.

Vice Chair Hill acknowledged the concern but stated that other growing communities with limited water supplies had implemented similar restrictions while continuing to experience significant residential development. He stated that developers and homeowners would adapt to changing standards and reiterated that the City's water-management decisions needed to account for anticipated growth and increasing scrutiny of water resources.

> **Gary Merrill made a motion to recommend approval to the City Council of the proposed amendments to Chapter 9 of the Grantsville Land Use Ordinance, as presented in the staff report, with the modifications discussed by the Commission. Jason Hill seconded the motion. The vote was as follows: Sarah Moore "Nay," Gary Merrill "Aye," Jason Hill "Aye," and Cameron Moulton "Nay." The motion failed on a 2–2 vote, resulting in a recommendation of denial to the City Council.**

4. Approval of the minutes from the August 18, 2026 Planning Commission Regular Meeting.

> **Gary Merrill made a motion to approve the minutes from the August 18, 2026 Planning Commission Regular Meeting. Cameron Moulton seconded the motion. The vote was as follows: Sarah Moore "Aye,"Gary Merrill "Aye," Jason Hill "Aye," Cameron Moulton "Aye." The motion passed unanimously.**

5. Report from City Staff

Community Development Director Bill Cobabe reminded the Commission of the Utah APA Fall Conference scheduled for September 9–10, 2026, in Layton and encouraged Commissioners to attend. Vice Chair Hill noted that he had attended previously and found the conference beneficial. Commissioner Merrill requested additional information, and Bill stated that he would email the conference information to the Commission.

The Commission and City staff discussed possible dates for a public open house regarding data centers and agreed to schedule the open house for September 30, 2026. Community Development Director Bill Cobabe also clarified that the City currently has no active applications for a data center.

6. Open Forum for Planning Commissioners.

Commissioner Moulton asked about the City's responsibility for enforcing violations at the tire recycling facility and whether fines could be imposed. Community Development Director Bill Cobabe stated that the City was currently working on a fee schedule for code enforcement violations.

Bill explained that enforcement is generally focused on bringing a property or business into compliance. He shared an example from his time working for Pleasant View City where the mayor had a cow that was in violation of City ordinance. Bill contacted him and advised that the cow needed to be moved. He explained that when someone is actively making an effort to correct a violation, the City typically works with them toward compliance. In some situations, however, efforts may be made but other circumstances can prevent the violation from being corrected immediately.

Bill stated that Code Enforcement had been inspecting the tire recycling property weekly and that the City had also been conducting drone flights to monitor the site. He explained that the tire accumulation presents fire and environmental concerns and is not a violation the City can simply correct in the same manner as mowing weeds or cleaning up a property. The City must work with the company as the tires are processed and removed. He stated that another enforcement option would be for the City to have the tires removed and place a lien on the property for the associated costs.

7. Report from City Council.

City Council Member Rhett Butler provided an update regarding the Alington Development, which had previously received a recommendation of approval from the Planning Commission. He stated that the City Council was continuing to work with the developer and residents located west of the proposed development to reach an agreeable compromise. Discussions included providing additional open space and amenities within the development and improving buffering between the development and the existing residents to the west.

Commissioner Merrill asked whether the City had received a response from the Lieutenant Governor's Office regarding the Six Mile annexation. City Manager Michael Resare stated that a hearing had been held the previous week and that the City was awaiting a ruling.

8. Adjourn.

Jason Hill made a motion to adjourn. Cameron Moulton seconded the motion. The vote was as follows: Sarah Moore "Aye," Jason Hill "Aye," "Gary Merrill "Aye" and Cameron Moulton "Aye." The meeting adjourned at 9:20 p.m.

AGENDA ITEM #8

Report from City staff.

AGENDA ITEM #9

Open Forum for Planning Commissioners

AGENDA ITEM #10

Report from City Council.

AGENDA ITEM #11

Adjourn.