

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 a proposed Master Development Agreement with VT Grantsville Land Co, LLC, for the Deseret Subdivision.
2. 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.
3. Presentation, Discussion, and Consideration: Consideration of a request for a Plat Extension for the Matthews Meadows Phase 2 Subdivision.
4. 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.
5. 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.
6. 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.
7. Presentation, **Public Hearing**, Discussion, and Recommendation: Recommendation of the 1st amendment to the Amended and Restated Master Development Agreement (ARMDA) for the Highlands Subdivision.
8. Approval of the minutes from the September 1, 2026 Planning Commission Regular Meeting.
9. Report from City Staff.
10. Open Forum for Planning Commissioners.
11. Report from City Council.
12. Adjourn.

Shelby Moore

Zoning Administrator

Grantsville City Community & Economic Development

Join Zoom Meeting

[Join Zoom Meeting: https://us02web.zoom.us/j/4358843411](https://us02web.zoom.us/j/4358843411)

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

Meeting ID: 435 884 3411



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AGENDA ITEM #1

Presentation, Public Hearing, Discussion, and Recommendation: Recommendation of a proposed Master Development Agreement with VT Grantsville Land Co, LLC, for the Deseret Subdivision.

PLANNING COMMISSION STAFF REPORT

DESERET SUBDIVISION MASTER DEVELOPMENT AGREEMENT

APPLICANT	VT Grantsville Land Co, LLC
REQUEST	Recommendation on a proposed Master Development Agreement for the Deseret Subdivision
PROPERTY	Approximately 1,729 acres within the Deseret Zoning Overlay District
ENTITLEMENT	Up to 6,997 dwelling units, together with nonresidential development permitted by the DZOD
HEARING BODY	Grantsville City Planning Commission - public hearing and recommendation to City Council
STAFF RECOMMENDATION	Recommend approval, subject to the conditions stated in this report
MEETING DATE	October 6th, 2026

REQUEST

VT Grantsville Land Co, LLC requests that the Planning Commission recommend approval of a Master Development Agreement (MDA) governing the phased development of the Deseret Subdivision. The agreement is intended to implement the previously approved Deseret Zoning Overlay District (DZOD), establish vested development rights and responsibilities, and define the timing and administration of infrastructure, parks, trails, moderate-income housing, assignments, and future development applications.

BACKGROUND

The City approved the Deseret Zoning Overlay District through Ordinance 2025-28. The proposed MDA incorporates the DZOD and its development plan as controlling exhibits and provides the contractual framework for buildout of the approximately 1,729-acre project. The agreement does not replace subdivision, site-plan, engineering, building, fire, or other development review. Each phase remains subject to the applicable application and approval process.

The submitted DZOD plan establishes a mixed residential and commercial community organized into planning areas, with residential, residential-flex, commercial-neighborhood, commercial-general, and commercial-flex areas. The plan allows transfer of dwelling units among planning areas within stated limits but caps the entire project at 6,997 dwelling units.

SUMMARY OF THE PROPOSED AGREEMENT

TOPIC	PROPOSED TERM
Development program	Up to 6,997 dwelling units, plus nonresidential uses allowed by the DZOD. Actual yield remains dependent on compliance with applicable standards and approvals.
Moderate-income housing	Twenty-five acres distributed within the project at locations selected by the developer. One-half must be developed before the 3,250th certificate of occupancy and the balance before the 6,500th certificate of occupancy.

Parks and open space	The incorporated DZOD calls for at least 117 acres of parks and 264 acres of open space. Neighborhood parks are tied to their associated planning areas; the community park may be phased and is intended for City ownership and maintenance.
Trails	Trails must be shown with applicable subdivision applications and constructed with the phase in which they are located before certificates of occupancy for that plat or site plan.
Infrastructure	The developer is responsible for phase-related roads, water, sewer, utilities, landscaping, and other public improvements, subject to approved plans, bonding, inspection, acceptance, and warranty requirements.
Off-site improvements	Required off-site improvements are identified in Exhibit D, with timing to be addressed in separate agreements. The agreement also anticipates reimbursement arrangements where improvements provide system-wide or third-party benefit.
Wastewater	The developer contributing its proportionate share through impact fees.
Phasing	Planning areas may develop in any order if supporting infrastructure is adequate. The DZOD states that final plats may include up to 200 lots, with no more than three plats or 600 lots under review at one time.
Term and vesting	The agreement provides a maximum 30-year term and may terminate earlier upon abandonment, four years of discontinued activity/no development applications, uncured material default, or completion.
Administration	Minor changes in substantial compliance may be considered administratively by the Planning Commission. Major changes, including increased overall density or new uses not otherwise permitted, require the process applicable to a new MDA and City Council approval.

STAFF ANALYSIS

Consistency with the approved DZOD

The proposed MDA is generally structured to carry forward the approved DZOD. It preserves the overall cap of 6,997 dwelling units, requires future development review, and recognizes that the agreement does not guarantee final unit yield. Uses not authorized by the DZOD, the underlying zoning, or a later lawful approval are not created by the MDA.

Public facilities and timing

The agreement links infrastructure to the phases that require it and gives the City inspection, bonding, acceptance, warranty, and default remedies. Parks, trails, and moderate-income housing are tied to measurable development milestones. These provisions provide a useful implementation framework, but the wastewater and off-site improvement commitments are material City obligations and should be confirmed by Public Works, Finance, the City Engineer, and the City Attorney before City Council action.

Items requiring completion or clarification

The version reviewed by staff is not ready for execution or recordation. Several exhibits and blanks remain incomplete, and certain internal references require correction. These items can be resolved as conditions of recommendation without changing the basic policy direction of the MDA.

- Exhibit A contains placeholder brackets and must be replaced with a complete, verified legal description matching the property intended to be bound.

- Exhibit B must include the complete adopted Ordinance 2025-28.
- Exhibit C must include the complete, final DZOD development plan. The two DZOD PDF files submitted for this review are duplicate copies.
- Exhibit D is identified as the off-site improvements map and contains a drafting note stating that an updated graphic will be provided. The final map and all improvement labels must be accurate and accepted by the City Engineer and Public Works Director.
- Exhibit F is identified as the approved landscaping list but is not populated in the submitted draft.
- The effective dates, execution dates, party names, signature blocks, notice information, recording information, and the execution date of the separate Master Water Services Agreement must be completed.
- Statutory and internal cross-references should be corrected, including references using Utah Code Title 10-20 and the Moderate Income Housing citation, and Section 16 references within the transfer form should be verified.
- The relationship between the obligation to construct off-site improvements and the requirement for separate reimbursement agreements must be reconciled so the parties have a clear, enforceable trigger and schedule.

FINDINGS

1. The proposed MDA concerns approximately 1,729 acres owned or controlled by VT Grantsville Land Co, LLC and located within the approved Deseret Zoning Overlay District.
2. The agreement is intended to implement Ordinance 2025-28 and the approved DZOD development plan, including an overall maximum of 6,997 dwelling units.
3. The agreement requires later development applications and does not itself approve a final plat, site plan, construction plan, building permit, or certificate of occupancy.
4. The agreement establishes phasing and performance obligations for infrastructure, trails, parks, moderate-income housing, bonding, inspection, acceptance, and warranty.
5. The agreement contains provisions intended to protect the City, including development-review requirements, fire-flow certification, default remedies, assignment procedures, and the continuation of generally applicable fees and impact fees.
6. The submitted draft contains incomplete exhibits, blanks, drafting notes, and cross-references that must be corrected before approval, execution, and recordation.
7. Subject to the conditions below and final technical and legal review, the proposed MDA is generally consistent with the approved DZOD and provides a framework for coordinated, phased development of the Deseret Subdivision.

CITY:

GRANTSVILLE CITY,

a municipal corporation of the State of Utah

By: _____

Name: _____

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

WHEN RECORDED, RETURN TO:

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

**GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
DESERET DEVELOPMENT**

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

RECITALS

A. The capitalized terms used in this Agreement not defined in these Recitals are defined in Section 1, below.

B. Developer owns and is developing the Property comprised of approximately 1,729 acres of real property located within the City of Grantsville. A legal description of the property is attached hereto as **Exhibit A**.

C. The City recently enacted Ordinance 2025-28 (“**City Ordinance**”), which approved the Deseret Zoning Overlay District (“**DZOD**”) a copy of which is attached hereto as **Exhibit B**. The Property is located within, and is subject to, the DZOD. A conceptual plan of the development of the Property within the DZOD is attached hereto as **Exhibit C** (collectively with **Exhibit B**, the “**DZOD Development Plan**”).

D. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the DZOD Development Plan. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

E. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-101 *et seq.* This Agreement conforms with the intent of the City’s general plan and the City Ordinance, including the DZOD.

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

TERMS

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

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

1.2. **Applicable Law** means LUDMA, GMC, and the City's Future Laws (to the extent they are applicable as specified in Section 3.2 of this Agreement).

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

1.4. **Buildout** means the completion of all of the development on the entire Project in accordance with this Agreement.

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

1.6. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application as provided in Section 3.2 below.

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

1.8. **Default** means a breach of this Agreement.

1.9. **Developer** means VT Grantsville Land Co, LLC, a Colorado limited liability company and its successors/assignees as permitted by this Agreement.

1.10. **Development Application** means an application to the City for development of a portion of the Project or any other permit, certificate or other authorization from the City required for development of the Project.

1.11. **Dwelling Units** means a structure or portion thereof designed and capable of daily residential occupancy.

1.12. **DZOD** means the Deseret Zoning Overlay District, as described in Recital C above.

1.13. **DZOD Development Plan** has the meaning set forth in Recital C above, and attached as **Exhibit C**.

1.14. **Entitlement Date** means the date of the effective date of the enacting ordinance approving this Agreement by the Council.

1.15. **Force Majeure** means any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment, or reasonable substitutes; acts of nature; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; fires or other casualties

or other causes beyond the reasonable control of the Party obligated to perform hereunder.

1.16. **GMC** means the Grantsville Municipal Code and Grantsville Land Use Development and Management Code.

1.17. **LUDMA** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. § 10-20-101 *et seq.*

1.18. **Maximum Residential Units** means up to six thousand nine hundred ninety-seven (6,997) Dwelling Units that the Developer may construct on the Property, in accordance with this Agreement, Applicable Law, and the vested rights confirmed hereby.

1.19. **Moderate Income Housing** means housing that is available to a household whose income is no more than eighty percent (80%) of the Tooele County, Utah Statistical Area Median Family Income, as determined by the U.S. Census Bureau for the applicable year. The applicable year shall be defined as the year in which the moderate income housing unit is sold or rented.

1.20. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.

1.21. **Offsite Improvements** means offsite infrastructure as provided in Section 6.2 below and depicted in the plan attached hereto as **Exhibit D**.

1.22. **Parcel** means one or more parcels within the Property.

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

1.24. **Project** means the development to be constructed on the Property pursuant to this Agreement and DZOD Development Plan with the associated Public Infrastructure, private facilities, and all the other aspects approved as part of this Agreement.

1.25. **Property** means the real property owned by Developer more fully described in **Exhibit A**.

1.26. **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.

1.27. **Sub-developer** means a developer to which rights to develop a portion of the Property are transferred or assigned, as confirmed in a Transfer Acknowledgement (defined below), a copy of which will be provided to the City, in accordance with Section 16.

2. **Development of the Project.**

2.1. **Compliance with the DZOD Development Plan and this Agreement.** Development of the Project shall be in accordance with the Applicable Law, the DZOD Development Plan, and this Agreement.

2.2. **Maximum Residential Units; Non-Residential Development.** To the extent permitted under this Agreement, at Buildout, Developer shall be entitled to have developed up to the Maximum Residential Units of the type and in the general location as shown on the DZOD Development Plan. Developer is also entitled to develop non-residential uses as permitted by the DZOD. As a benefit to the City, Developer agrees that, upon determining the exact location and intended use of a commercial development within the Project, Developer will submit a site plan and plat reflecting the commercial use to the City. As with all aspects of the Development, the site plan and plat shall meet the requirements of the Applicable Law, the DZOD Development Plan, and this Agreement. Nothing in this Agreement shall preclude Developer from submitting a rezone petition for any use, including a commercial use, which approval will be subject to the discretion of the Council.

2.3. **Moderate Income Housing.** The Parties agree that Developer shall be responsible for developing twenty-five (25) acres of Moderate Income Housing, which amount is an increase from what was described in the DZOD Development Plan and which shall be integrated throughout the Project in locations determined at the Developer's sole discretion and shall meet the statutory requirements for Moderate Income Housing as set forth in Utah Code § 10-21-202.

2.4. **Sub-developers.** Developer may elect to sell one or more Parcels to a Sub-developer, and any Parcel sold by Developer to a Sub-developer shall include the transfer of the right and obligation to develop such Parcel in accordance with this Agreement and the DZOD Development Plan. No such sale or transfer shall result in development rights in conflict with the terms of this Agreement and the DZOD Development Plan. Developer shall ensure that any agreement under which a Parcel or any part of a Parcel is sold or otherwise transferred includes the obligation for the Sub-developer to strictly comply with all requirements, conditions, and restrictions in this Agreement and the DZOD Development Plan. Within thirty (30) days after the recordation of a document of conveyance for any Parcel sold to a Sub-developer, Developer shall provide the City with Notice showing the new ownership of the Parcel(s) sold, by providing a Transfer Acknowledgement, executed in the form attached as **Exhibit E**.

2.5. **Landscaping.** Submission and approval of landscaping plans shall comply with the Applicable Law; provided, however, Developer may utilize or incorporate the species of trees, shrubs, grasses, and perennials identified in **Exhibit F**.

2.6. **Access.** Nothing in this Agreement shall contractually obligate the City to take any action or measure with respect to a third party to ensure or create road access to the Project.

3. **Vested Rights.**

3.1. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement confirms that Developer has “vested rights” to develop the Project in fulfillment of this Agreement, pursuant to the Applicable Law.

Subject to this Agreement, Developer may build up to the Maximum Residential Units in the Project as contemplated by the DZOD Development Plan. The City does not, and may not, provide Developer with any guarantee of the number of units, density, or non-residential square footage which may be built in the Project. Developer assumes all responsibility for development and design of the Project, which are subject to Applicable Law, which may result in fewer total units than expected.

The Project is vested with those uses described in the DZOD Development Plan, the DZOD, and the underlying zone. All uses not expressly modified by this Agreement remain in full force and effect. Developer acknowledges a separate rezoning request must be submitted to modify the permitted and conditional uses in the applicable zone.

3.2. Exceptions. The City’s Future Laws shall not apply to the Project except as follows:

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

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

3.2.3. Codes. Any City’s Future Laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the American Public Works Association Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices, statewide codes adopted by Utah Code section 15A-2-101, or its successor state code provisions, or by federal or state laws or regulations that 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 Ann. Section § 11-36a-101 *et seq.*; and

3.2.7. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-20-902(1)(a)(ii)(A) and the common law as described by *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980) and its progeny, to the extent applicable.

3.3. **Approvals.** Prior to issuance of a building permit for any phase of the Project, Developer shall submit an application for “**Development Review**” of the site plan to the City for review and approval. Developer shall also submit building elevations, but only for the limited purpose of confirming no repetitive design as described in the DZOD Development Plan and that the design complies with said plan. Nothing in the foregoing sentence allows the City to govern the building design element, except as otherwise permitted by the Applicable Law and Utah Code section 10-20-618. Review and approval by the City are intended to assure that certain development components substantially conform with this Agreement. Development Review approval submittals need only include that portion of the Property for which approval is being sought by Developer. Any Development Review submittals and approvals shall comply with the requirements of GMC for the appropriate development application in effect at the time of that Development Application, including preliminary and final checklists published by the City.

3.3.1. Development Review submittals shall include all other information necessary to illustrate substantial conformance with this Agreement. The City may consider the standards of GMC, as modified by this Agreement, when conducting Development Review approval. In the event of any conflict or ambiguity, the provisions in this Agreement shall govern.

3.3.2. The Developer shall comply with all applicable requirements set forth in Grantsville City Code, Title 5, Chapter 3 (Flood Damage Prevention Regulations), as amended. The provisions of Title 5, Chapter 3 are hereby incorporated by reference as though fully set forth herein. It is the Developer's responsibility to review and adhere to these regulations in the planning, permitting, development, and maintenance of the Project.

3.3.3. Notwithstanding anything to the contrary in GMC, this Agreement, or the DZOD Development Plan, prior to obtaining a certificate of occupancy for any structure requiring a certificate of occupancy, Developer shall obtain a Fire Marshal's Certification which shall ensure that available fire flow meets or exceeds the International Fire Code (IFC) standards for the structure type. The City may withhold issuance of any certificate of occupancy for a structure where this provision is not satisfied.

3.4. **Modification.** The terms and conditions of this Agreement or of any Development Review approval issued in accordance with this Agreement may be modified administratively by the Planning Commission upon written request by Developer so long as the modifications are in “substantial compliance” with the terms of this Agreement, including those modifications that are consistent with section 12.5(3)(b) of GMC (“**Minor Change**”): (a) the distance as shown on a future approved plan or plat between any one

structure or group of structures, and any other structure or group of structures, or any vehicular circulation element or any boundary of the site; (b) adjusting the location of any open space, so long as the size or amount of open space that was approved shall not be compromised; (c) adjusting any final grade; and/or (d) altering the types of landscaping elements and their arrangement within the required landscaping buffer area. Minor changes shall be consistent with the intent and purposes of the GMC and DZOD Development Plan, and they shall be the minimum necessary to overcome the particular difficulty and shall not be approved if such adjustments would result in a violation of any standard or requirement of the Applicable Law. Any change that results in: (a) a change in the uses allowed for the Project to another use not permitted in the underlying zone, as modified by this Agreement; (b) an increase in the net site area and the boundaries of the Property contemplated herein; (c) an increase to the overall density of the Project; or (d) a reduction in the minimum periphery setbacks, (“**Major Change**”) shall be considered changes not in “substantial compliance” with the terms of this Agreement. Any Major Change shall be reviewed by the same procedures applicable to a new master development agreement, as set forth in applicable laws and must be reviewed and approved by the Council. Nothing in this Section 3.4 shall obligate Developer to seek or obtain a Minor Change or a Major Change where the DZOD Development Plan specifically provides for the shifting of density, the relocation of uses, the location of commercial or other contemplated uses, or other modifications as described in said development plan.

3.5. Fees. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the completion assurance procedures and other procedures set forth in City ordinances and policies. Nothing in this paragraph shall preclude Developer from utilizing water credits to satisfy water supply requirements, as contemplated by the Master Water Services Agreement.

4. Term of Agreement; Effective Date.

4.1. The “Effective Date” of this Agreement is the effective date of the enacting ordinance by the Council. The City may not execute this Agreement until approved by the City in accordance with the GMC. The enacting ordinance will require Developer to execute the Agreement and deliver the executed copy to the City within thirty (30) days of the effective date of the enacting ordinance in order for the Agreement to take effect.

4.2 This Agreement shall be in full force and effect until the earliest occurrence of: (i) such date as the Project is abandoned, defined as written Notice from Developer to the City that it no longer intends to develop the Project; (ii) the use or active development is discontinued for a period of more than four (4) years; (iii) the Developer defaults on any material provision of this Agreement and the default is not cured in the applicable period; (iv) completion of the Project; or (v) the expiration of thirty (30) years after the Effective Date. For the purposes of this paragraph, use or active development shall be considered discontinued if the Developer is not engaged in reasonable efforts to continue the development of Project. If the Developer is actively and reasonably engaged in marketing,

securing studies necessary for the construction, engaging in design work, actively submitting and completing development applications, or pursuing financing and transfer, the development shall be considered active and ongoing. Notwithstanding the foregoing, the use or active development shall be considered discontinued if there are no development applications filed over a period of four (4) years. The City shall have the right to request a report from Developer on the status of the development, including expected timing for additional development activities.

5. **DZOD Development Plan**. Developer shall develop the Property in a manner that is consistent with the DZOD Development Plan. Developer may develop the Property in one or more phases as described in the DZOD Development Plan and provided by this Agreement. Developer may develop the phases in any order, irrespective of the numerical designation assigned to each phase, so long as the Public Infrastructure is sufficient to meet the requirements for the proposed phase, the requirements of the DZOD Development Plan, and the terms of this Agreement.

6. **Public Infrastructure**.

6.1. **Infrastructure Improvements**. Developer agrees to construct and dedicate (1) project improvements as reasonably directed by the City in the ordinary course, including but not limited to roads, driveways, landscaping, water, sewer, and other utilities as shown on the approved final plans and in this Agreement, and as otherwise required under the GMC and other Applicable Law, and (2) Public Infrastructure intended to be owned and maintained by the City or applicable districts as needed to serve development within the Project and as required by Applicable Law. Unless otherwise specified in this Agreement, Developer shall satisfactorily complete construction of all project improvements and Public Infrastructure for each phase in a good and workmanlike manner, no later than two (2) years after the recording of the plat for that phase, subject to reasonable delays due to events of Force Majeure, or different timetable as set forth in a dedication or improvements agreement. If Developer seeks to assign or transfer the obligation to install any project improvement or Public Infrastructure, Developer shall ensure that the aforementioned obligation is described in a recorded tract declaration or other enforceable covenant, recorded so as to ensure the obligation runs with the land, and included with a reference in a Transfer Acknowledgement.

6.2. **Offsite Improvements**. The improvements contemplated in this Agreement include the construction and/or installation of Offsite Improvements described in Exhibit D. Developer shall construct Offsite Improvements necessary for a particular phase of the Project no later than two (2) years after the recording of the plat for that phase which necessitates the Offsite Improvements, subject to reasonable delays due to events of Force Majeure, or a different timetable as set forth in separate agreements with the City governing such improvements and their construction. If Developer assigns or transfers the obligation to install any Offsite Improvements, Developer shall ensure that the aforementioned obligation is described in a recorded tract declaration or other enforceable covenant, recorded so as to ensure the obligation runs with the land, and included with a reference in a Transfer Acknowledgement. Consistent with Utah law, Developer shall obtain a reimbursement agreement or other mutually satisfactory commitment for reimbursement

for the cost of any portion of an Offsite Improvement that is classified as a “system improvement” under Utah’s Impact Fee Act.

6.3. Wastewater Treatment Plant. The Project’s Buildout will likely require that the City construct a new wastewater treatment plant to be constructed (the “**Wastewater Plant**”). The City shall complete construction of the Wastewater Plant no later than three (3) years from the Effective Date of this Agreement, subject to reasonable delays due to events of Force Majeure. Developer shall contribute its proportionate share of the costs of the upgrade to the Wastewater Plant through the payment of impact fees.

6.4. Responsibility Before Acceptance. Developer shall be responsible, including premises liability and risk of loss, for all project improvements, Public Infrastructure developed within the boundaries of the Project, and Offsite Improvements until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City, which acceptance shall not be refused by the City, provided that the applicable project improvement, Public Infrastructure, or Offsite Improvement complies with all the City’s applicable standards and requirements. The City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss, or damage happening or occurring to the project improvement, Public Infrastructure, or Offsite Improvements, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of the same; all such liabilities shall be assumed by the Developer until such time that the project improvement, Public Infrastructure, or Offsite Improvement is accepted by the City.

6.5. Acceptance. To the extent a dedication is required, the City agrees to accept all project improvements, Public Infrastructure, and Offsite Improvements constructed by Developer, or Developer’s contractors, subcontractors, agents or employees, provided that (1) the City Planning and Public Works Departments promptly review and approve the plans for any such improvements or infrastructure prior to construction; (2) Developer permits City Planning and Public Works representatives to inspect upon request any and all of said improvements or infrastructure during the course of construction; (3) Developer provides contractor as-built drawings in PDF and native format and GIS shapefiles of as-built conditions per City’s GIS requirements and standards; (4) Developer has warranted the improvements or infrastructure as required by Applicable Law; and (5) the aforementioned improvements or infrastructure passes a final inspection by the City Public Works in accordance with Applicable Law.

6.6. Warranty. Developer shall repair any defect in the design, workmanship or materials in all Public Infrastructure and other improvements dedicated to the City which becomes evident during a period of one year following the acceptance of the improvements by the Council or its designee (“**Durability Testing Period**”). If during the Durability Testing Period, any Public Infrastructure shows unusual depreciation, or if it becomes evident that required work was not done, or that the material or workmanship used does not comply with accepted standards, said condition shall, within a reasonable time, be corrected.

6.7. Timing of Completion of Public Infrastructure and Related Obligations. Developer shall be responsible for completing the project improvements and Public

Infrastructure prior to the issuance of building permits or certificates of occupancy for those phases of the Project that necessitate or relate to the project improvements and Public Infrastructure. Should Developer impose the obligation to perform any of the following on a Sub-developer, such obligation shall be identified in a tract declaration or similar recorded covenant and run with the land associated with the relevant and identified area of the Project. The following specific provisions shall apply to the timing of infrastructure contemplated in the DZOD:

6.7.1. Trails. Trails shall be included with the subdivision application for an area proposed for subdivision and development. Developer shall construct trails in the approximate location designated in the DZOD Development Plan, or as may be adjusted to meet engineering, regulatory, and/or topographical requirements, concurrently with the development of the phase in which the trail is located prior to the issuance of certificates of occupancy for that particular subdivision plat or site plan. Developer may dedicate trails to an owner association or other entity of its choosing that agrees to maintain the same.

6.7.2. Neighborhood Parks. Neighborhood Parks shall be included with the subdivision application for an area proposed for subdivision and development. The DZOD Development Plan identifies the phase associated with the neighborhood park (e.g., NP-1 shall relate to and be included in PA-1) and the timing for completion of the same.

6.7.3. Community Park. The Community Park shall be master-planned in conformance with the DZOD Development Plan and subdivided with the adjacent planning areas. The Developer shall construct the Community Park, which may be constructed in phases, in accordance with the DZOD Development Plan, including the timing provisions.

6.7.4. Moderate Income Housing. Developer shall construct, or cause to be constructed, the Moderate Income Housing contemplated by this Agreement on the following schedule: twelve-and-one-half acres shall be developed as Moderate Income Housing prior to the issuance of the 3,250th certificate of occupancy in the Project. The remaining twelve-and-one-half acres of Moderate Income Housing shall be complete prior to the issuance of the 6,500th certificate of occupancy. It is anticipated that the obligation to build Moderate Income Housing will be included in various phases of the project, which obligation may be assigned to a Sub-Developer in accordance with the transfer and assignment provisions herein.

6.7.5. Offsite Improvements. The timing for completion of the Offsite Improvements will be set forth in separate agreements between the Parties. Subject to the foregoing, the Parties will endeavor to reach agreement on specific timing requirements for completion of Offsite Improvements. In no event shall the Offsite Improvements be completed later than issuance of any certificate(s) of occupancy for any phase requiring the Offsite Improvements as project improvements or Public Infrastructure.

6.8. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other financial assurance, including warranty bonds, to the extent required by the GMC, unless otherwise provided by LUDMA. The Applicant shall provide such bonds or other financial assurances in a form acceptable to the City Attorney or as specified in the GMC. Partial releases of any such required security shall be made as work progresses based on Applicable Law. If Developer utilizes public infrastructure districts, or other similar governmental and quasi-governmental entities to construct or provide financial assurance for the Project's infrastructure and improvements, the City may condition any permits for such work on obtaining satisfactory financial assurances from Developer or such districts, including by interlocal agreement as applicable in a form approved by the City Attorney.

6.9. **City Completion.** The Developer agrees that in the event it does not: (a) complete all improvements necessary or otherwise required by this Agreement (b) construct said improvements in accordance with City standards and this Agreement, and (c) pay all claimants for material and labor used in the construction of said improvements, the City shall be entitled to declare the Developer in Default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City shall not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improvements shall be returned to the guarantor. The Developer further agrees to be personally liable for any cost of improvements above the amount made available under the terms of this agreement.

7. **Upsizing/Reimbursements to Developer.**

7.1. **Upsizing.** Except as otherwise expressly contemplated by the DZOD Development Plan or this Agreement, the City shall not require Developer to "upsized" any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) or build improvements outside of the Project unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing or such improvements to the extent required by applicable law, including the state and federal constitutions.

7.2. **Reimbursements to Developer.** The parties anticipate entering into separate reimbursement agreements (including but not limited to pioneering agreements) governing reimbursement of Developer for a proportion of the costs of Offsite Improvements. Under no circumstances will Developer be obligated to construct any Offsite Improvements without a satisfactory reimbursement agreement. The Parties may enter into other reimbursement agreements for any other service, utility or improvement where there may be offsite or system benefits, including, without limitation, culinary water. Each Party shall conduct any negotiations contemplated in this paragraph in good faith.

8. **Homeowners Association.** If a Homeowners Association ("HOA") is created as part of the Project to maintain open space or improvements required by the DZOD Development Plan for the Property and that HOA later becomes insolvent or fails to maintain proper documentation and filings with the State of Utah and loses its authority to operate and transact business as an association in the State of Utah, then the City shall have the right to, but is not obligated to, enforce

or maintain such areas. To the extent allowed by law, the City shall have all authority granted to the HOA by virtue of this document and related HOA articles, bylaws, and recorded covenants, conditions, and restrictions, or similar documents, including but not limited to, the authority to impose and collect maintenance fees and other necessary fees and/or assessments to further the upkeep of Property improvements as deemed necessary by the City.

9. **Recording.** The responsibilities and commitments of Developer and the City as detailed in this Agreement shall constitute a covenant and restriction running with the land and shall be binding upon the Developer and owner of the Property, its successors in title and this Agreement or a notice thereof shall be recorded in the Office of the Tooele County Recorder by City at Developer's cost.

10. **Default.**

10.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. A Default of any obligation assumed by an assignee or Sub-developer shall not be deemed a Default of Developer so long as a Transfer Acknowledgement has been timely provided to the City. In the event the City submits a Notice of Default to Sub-developer, the City shall also submit a courtesy Notice of Default to Developer.

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

10.2.1. **Specific Claim.** Specify the claimed event of Default;

10.2.2. **Applicable Provisions.** Identify with particularity the provisions of any Applicable Law or provision of this Agreement that is claimed to be in Default.

10.3. **Cure and Acknowledgement of Cure.**

10.3.1. **Cure Period.** Except as provided in Section 10.3.2, the breaching Party identified in a Notice of Default shall have thirty (30) calendar days from receipt of the Notice of Default to cure the identified event of Default. If the breaching Party fails to cure said Default within said thirty (30) calendar days, such failure shall constitute an event of Default that entitles the non-breaching Party to a remedy identified in Section 10 unless the breaching Party commences to cure the Default within the initial thirty (30) calendar day cure period described in this Section 10.3.1 and sets forth in writing the time the breaching Party believes it will take to cure the alleged Default, and proceeds diligently and continuously to cure such Default; *provided, however*, that such extended cure period shall not exceed one (1) year from receipt of the Notice of Default unless agreed upon, in writing, by the non-breaching Party.

10.3.2. **Emergency Default.** Neither Party shall be entitled to the cure period described Section 10.3.1 if in the reasonable determination of the non-breaching Party allowing a cure would cause an unreasonable risk to the health, safety or welfare of those in or near the Project and/or the non-breaching Party has made the reasonable determination that the Default will cause irreparable harm as defined in

Utah law to the non-breaching Party.

10.4. Acknowledgment of Cure. Following the breaching Party's proper cure of a Default, the Party delivering the Notice of Default shall deliver to the breaching Party a written notice acknowledging that such cure has been adequately effectuated.

10.5. Remedies. Upon the occurrence of any event of Default, and after Notice as required above and a cure where a cure is allowed under Section 10.3, then the Parties may have the following remedies:

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

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

10.5.3. Future Approvals: Sub-developers. In the event of a Default by any Sub-developer, assignee, or transferee, the right to withhold all further reviews, approvals, licenses, building permits, certificates of occupancy, and/or other permits, but only with respect to those portions of the Project that are both (i) directly affected by or at issue with respect to the Default and (ii) owned by the defaulting Sub-developer.

10.5.4. Future Approvals: Developer. In the event of a Default by the Developer, the right to withhold all further reviews, approvals, licenses, building permits, certificates of occupancy, and/or other permits, but only with respect to those portions of the Project that are both (i) directly affected by or at issue with respect to the Default and (ii) owned by the Developer; provided, however, that such reviews, approvals, licenses, building permits, certificates of occupancy, and/or other permits for other portions of the Project shall not be unreasonably withheld.

10.6. Public Meeting. Before any remedy in Section 10.5 may be imposed by the City, the Party allegedly in Default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed Default.

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

10.8. Limitation on Recovery for Default – No Damages against the City. Notwithstanding any other provision in this Agreement, Developer, Sub-developers, any assignee, and/or any transferee shall not be entitled to any claim for any monetary damages as a result of any breach of this Agreement and waives any claims thereto. The sole remedy available to Developer, Sub-developers, assignees, and/or transferees shall be that of specific performance.

10.9. Waiver & Release. In the process of seeking approval of the DZOD Development Plan, Developer proposed provisions for the overlay zone, including trails, neighborhood parks, a community park, Moderate Income Housing, Offsite Improvements, and Public Infrastructure. Developer, for itself and on behalf of future owners, builders, assignees, and

transferees, irrevocably waives and releases any and all claims that the requirements set forth in the DZOD or this Agreement constitute an unlawful exaction or unconstitutional taking under the Utah Constitution or the United States Constitution. Nothing in the foregoing waiver and release shall preclude Developer from seeking reimbursement as set forth in this Agreement and receiving reimbursement for System Improvements.

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

To the Developer:

VT Grantsville Land Co, LLC
Attn: Thomas Clark
8678 Concord Center Dr., Suite 200
Englewood, CO 80112
Email: tclark@ventanacap.com

With a copy to:

Snell & Wilmer LLP
Attn: Wade Budge
15 West South Temple, Suite 1200
Salt Lake City, UT 84101
Email: wbudge@swlaw.com

To the City:

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

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

12. **Dispute Resolution.** Any disputes subject to mediation or arbitration shall be resolved pursuant to Addendum No. 1.

13. **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits “A” - “F-3” are hereby incorporated into this Agreement.

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

15. **No Third-Party Rights/No Joint Venture.** This Agreement does not create a joint venture relationship, partnership, or agency relationship between the City or Developer. Except as

specifically set forth herein, the Parties do not intend this Agreement to create any third-party beneficiary rights.

16. **Assignability.** The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part, respectively, subject to the requirements set forth below.

16.1. **Due Diligence.** Developer shall conduct a reasonable inquiry into the financial ability, reputation, and experience of any entity transferred or assigned rights under this Agreement. Such inquiry shall include verifying with a reasonable degree of certainty that the Sub-developer, assignee, or transferee possesses the means and ability to satisfy any and all obligations assigned through the Transfer Acknowledgement.

16.2. **Sale of Subdivisions.** Developer's selling of any approved subdivision shall not be deemed to be an assignment. Notwithstanding the foregoing, if Developer sells or conveys an approved subdivision to a builder that is obligated to complete improvements described in a recorded tract declaration or similar covenant, such sale or conveyance shall constitute a partial assignment.

16.3. **Process for Assignment.** Developer shall give Notice to the City of any proposed partial assignment and provide such information regarding the proposed assignee that Developer has in its possession at least twenty (20) days prior to the proposed partial assignment. Such Notice shall include providing the City with all necessary contact information for the proposed assignee and information obtained by Developer in assessing the entity's ability to satisfy the assigned obligations.

16.4. **Process for Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Developer and the proposed assignee shall deliver to City an executed Transfer Acknowledgement, in the form attached hereto as **Exhibit E**, designating rights and obligations that have been assigned, no later than twenty (20) days after the partial assignment has occurred.

16.5. **Process for Complete Assignment.** If any proposed assignment is for an assignment of Developer's remaining interest under this Agreement, then the assignee shall assume and be responsible for the performance of all obligations contained in this Agreement. Developer shall provide the City with written Notice of any proposed complete assignment at least twenty (20) days prior to the effective date of such assignment. Such Notice shall include: (i) a description of the obligations, rights, and land proposed for assignment; (ii) confirmation that all remaining obligations under this Agreement will be assumed by the proposed assignee; and (iii) the name and contact information of the proposed assignee. Developer and the assignee shall execute a Transfer Acknowledgement, in the form attached hereto as **Exhibit E**, stating that the proposed assignee has assumed all of the obligations contained in this Agreement, no later than twenty (20) days after the assignment has occurred.

16.6. **Responsibilities of Assignee.** Upon any assignment and subject to compliance with all requirements of Section 16, the assignee shall be responsible for the performance of the

respective obligations contained in this Agreement to which the assignee succeeds, which obligations run with and concern the land pursuant to Section 28 herein. An assignee shall also be subject to any restrictions or limitations under this Agreement.

16.7. Responsibilities of Developer. Upon any assignment and subject to compliance with all requirements of Section 16, Developer shall be released from all obligations under this Agreement that are assumed by the assignee, and Developer shall not remain jointly and severally liable with the assignee for the performance of such assigned obligations. Developer shall remain liable for all obligations under this Agreement that are not so assigned.

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

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unconstitutional, invalid, or unenforceable for any reason, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

19. Force Majeure. If a Party shall be delayed or prevented from the performance of any act required by this Agreement within the timeframe that such performance is required hereunder by reason of Force Majeure, performance of such act shall be excused for a period equivalent to the period of such Force Majeure. The delayed Party shall provide notice to the other of such delay or prevention (resulting from Force Majeure) within thirty (30) days of the delayed Party's actual knowledge thereof, and if the delay is ongoing or intermittent, shall thereafter keep the other Party informed (which may be through meetings, in writing or orally) from time to time of the status of such delay or prevention.

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

21. Appointment of Representatives. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the Mayor. The initial representative for Developer shall be Thomas Clark. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

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

23. Venue. Any action to enforce this Agreement shall be brought only in the Third Judicial District Court, Tooele County in and for the State of Utah, or the United States District Court for

the District of Utah. In the event of litigation, Developer waives any challenge to personal jurisdiction.

24. **Entire Agreement.** This Agreement, all Exhibits thereto, and documents referenced herein, constitute the entire agreement as to the development, except as to potential agreements for off-site improvements contemplated under section 7.2, 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.

25. **Mutual Drafting.** Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement. Developer shall reimburse the City for half of the attorney fees incurred by the City in the review, drafting, preparation, and approval of this Agreement. This provision shall not apply to (a) pioneering agreements, or (b) future amendments to or modifications to the Agreement, the costs or fees for which shall be governed by the GMC and policies in effect at the time of such agreement, amendment, or modification.

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

27. **Amendment.** This Agreement may be amended only in writing signed by the Parties hereto.

28. **Recordation and Running with the Land.** This Agreement shall be recorded with the Tooele County Recorder's Office as to the Property. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which touch and concern the Property and which shall run with all of the land subject to this Agreement and may be enforced by City and Developer pursuant to Utah Code Ann. § 10-20-1001. The burdens and benefits of this Agreement shall bind and inure to the benefit of each assignee, transferee or successor, as they relate to land within the Project obtained by such successor, assign, or transferee. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to subdivided plats or parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise; and (3) have no right to consent to any amendment to this Agreement.

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

30. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the City Mayor of the City is affixed to this Agreement lawfully binding the City.

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

32. **Referendum or Challenge.** The Parties understand that any legislative action by the Council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the Council's approval of this Agreement or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a Notice of rescission to the City to terminate this Agreement as to their respective portions of the Property. Upon delivery of such Notice of rescission by Developer, this Agreement shall automatically terminate whereupon the applicable Parties shall have no further rights or obligations under this Agreement.

33. **Master Water Services Agreement.** Developer separately entered into a Master Water Services Agreement ("MWSA"), executed on or about November 17, 2025. Termination of the MWSA shall be governed solely by the terms of the MWSA, and this Agreement shall not modify or affect those terms.

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.

[Signatures on Following Page(s)]

DEVELOPER:

VT GRANTSVILLE LAND CO, LLC,
a Colorado limited liability company

By: _____
Name: _____
Its: _____

DEVELOPER ACKNOWLEDGMENT

[illegible]

On the ____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of VT Grantsville Land Co, LLC a Colorado limited liability company and that the foregoing instrument was duly authorized on behalf of said company.

NOTARY PUBLIC

CITY:

GRANTSVILLE CITY,

a municipal corporation of the State of Utah

By: _____

Name: _____

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

TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”	City Ordinance 2025-28
Exhibit “C”	DZOD Development Plan
Exhibit “D”	Depiction of Offsite Improvements
Exhibit “E”	Form of Transfer Acknowledgement
Exhibit “F”	Landscaping
Addendum No. 1	Dispute Resolution Procedures

EXHIBIT A

(Legal Description of Property)

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

PARCEL 1: [05-081-0-0009]

THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED AS ENTRY NO. 540210 OF OFFICIAL RECORDS.

PARCEL 2: [01-120-0-0010]

THE NORTH HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EAST 877.5 FEET.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED AS ENTRY NO. 540210 OF OFFICIAL RECORDS.

ALSO, LESS AND EXCEPTING ANY AND ALL PORTION LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 OF OFFICIAL RECORDS.

PARCEL 3: [01-120-0-0006]

THE SOUTH HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM THE EAST 877.5 FEET.

ALSO, LESS AND EXCEPTING ANY AND ALL PORTION LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 OF OFFICIAL RECORDS.

PARCEL 4: [05-082-0-0037]

THE NORTH HALF OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 OF OFFICIAL RECORDS.

PARCEL 5: [05-082-0-0027]

THE NORTH HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 6: [05-082-0-0033]

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 7: [01-120-0-0009]

BEGINNING AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 02°13'09" EAST 3277.55 FEET; THENCE SOUTH 89°43'43" WEST 335.90 FEET; THENCE NORTH 00°33'43" WEST 1638.00 FEET; THENCE NORTH 89°43'43" EAST 698.00 FEET; THENCE NORTH 00°33'43" EAST 1638.00 FEET; THENCE NORTH 89°43'43" EAST 874.86 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 AND IN WARRANTY DEED RECORDED APRIL 2, 2021 AS ENTRY NO. 540210 OF OFFICIAL RECORDS.

(Legal Description continues on the next page)

PARCEL 8: [01-063-0-0006]

BEGINNING AT THE NORTHWEST CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 89°46'01" EAST 2522.70 FEET MORE OR LESS TO GRANTSVILLE ANNEXATION REC. 8/8/03 #207757 880/91 OF TOOELE COUNTY OFFICIAL RECORDS; THENCE SOUTH 17°39'15" EAST 1370.96 FEET; THENCE NORTH 71°48'53" EAST 427.45 FEET; THENCE SOUTH 38°40'11" EAST 1690.12 FEET; THENCE NORTH 53°08'05" EAST 427.45 FEET; THENCE SOUTH 38°40'11" EAST 1690.12 FEET; THENCE NORTH 53°08'05" EAST 72.05 FEET; THENCE SOUTH 2175.78 FEET TO VALLEY RANCHES SUBDIVISION BOUNDARY LINE OF SAID SUBDIVISION; THENCE SOUTH 89°10'00" WEST 3990.00 FEET; THENCE NORTH 1310.40 FEET; THENCE SOUTH 89°10'00" WEST 354.38 FEET MORE OR LESS TO THE WEST LINE OF SECTION 27; THENCE NORTH 02°13'09" WEST 3320.41 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY AND ALL PORTIONS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331.

PARCEL 9: [01-115-0-0025]

THE WEST 1/2 OF THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN.

ALSO COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 6 WEST; THENCE NORTH 660.00 FEET; THENCE EAST TO THE WEST BOUNDARY LINE OF HIGHWAY 138; THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY LINE OF SAID HIGHWAY TO A POINT DIRECTLY EAST OF THE POINT OF BEGINNING; THENCE WEST TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 25, 2021 AS ENTRY NO. 539331 OF OFFICIAL RECORDS.

ALSO LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF GRANTSVILLE LLC SUBDIVISION.

PARCEL 10: [01-115-0-0021]

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE EAST 1320 FEET; THENCE SOUTH 1320 FEET; THENCE EAST 297 FEET; THENCE SOUTH 2203.27 FEET; THENCE SOUTH 65°32'07" WEST 484.95 FEET; THENCE SOUTH 53°07'50" WEST 1421.52 FEET; THENCE NORTH 1941.65 FEET; THENCE EAST 1320 FEET; THENCE NORTH 1320 FEET; THENCE WEST 1320 FEET; THENCE NORTH 1320 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING EAST OF THE WEST LEGAL BOUNDARY OF STATE ROAD 138 HIGHWAY.

LESS AND EXCEPTING ANY AND ALL PORTIONS LYING WITHIN THE LEGAL BOUNDS OF THAT CERTAIN PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED DECEMBER 11, 1963 AS ENTRY NO. 268986 OF OFFICIAL RECORDS.

PARCEL 10A:

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY THAT CERTAIN "FUTURE GRANT OF EASEMENT" RECORDED JULY 8, 2022 AS ENTRY NO. 576325 OF OFFICIAL RECORDS.

PARCEL 11: [10-036-0-0001, 10-036-0-0006 THROUGH 10-036-0-0010; 10-037-0-0011 THROUGH 10-037-0-0023; 10-039-0-0024; 10-037-0-0126 THROUGH 10-037-0-0128]

LOT 1, 6 THROUGH 24 AND 126 THROUGH 128, VALLEY RANCHES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER.

EXHIBIT B

(City Ordinance 2025-28)

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 21st Day of May, 2025 at the hour of 7:00 p.m., there being present and answering roll call the following:

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

Also Present:

Braydee Baugh	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 2025-28 was introduced in writing, read in full, and pursuant to a Motion made by Councilmember Jenkins. Seconded by Councilmember Thomas 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:

DocuSigned by:

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Grantsville City Recorder



**GRANTSVILLE CITY
ORDINANCE NO. 2025-28**

**AN ORDINANCE OF GRANTSVILLE CITY APPROVING THE DESERET OVERLAY
DISTRICT LOCATED AT APPROXIMATELY 1300 WEST MACK CANYON ROAD**

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

WHEREAS, VT Grantsville Land Co, LLC has submitted an application to establish a zoning overlay district to govern the development of approximately 1,729 acres located at approximately 1300 West Mack Canyon Road; and

WHEREAS, the proposed Overlay District establishes development standards, land use allocations, infrastructure requirements, and planning principles to guide a mixed-use master planned community known as Deseret; and

WHEREAS, the Overlay District provides a comprehensive framework to support commercial, residential, civic, and recreational development and includes the dedication of land for moderate income housing and significant open space and trail networks; and

WHEREAS, the Grantsville City Planning Commission held a public hearing on February 20, 2025, to receive input on the proposed Overlay District and, on April 17, 2025, recommended approval of the Overlay District to the City Council; and

WHEREAS, the City Council finds that the Overlay District conforms to the goals and policies of the City's General Plan, supports orderly growth, and promotes the public health, safety, and welfare;

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

Section 1. Adoption: The Deseret Overlay District, as proposed and described in the materials submitted by the applicant and reviewed by City staff and the Planning Commission, is hereby approved. The boundaries, zoning designations, development standards, and land use allocations associated with the Overlay District are set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

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

Section 3. Severability clause: If any part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance and all provisions, clauses and words of this Ordinance shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS
21ST DAY OF MAY, 2025.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

ATTEST

DocuSigned by:

Braydee Baugh

9CB64E7D323F486...

Braydee Baugh, City Recorder

By Mayor Neil Critchlow

Neil Critchlow

31473306108F4DF...

Approved as to Form:

Signed by:

Tylen Barker

F6489758F096494...

Tylen J. Barker, Grantsville City Attorney

Exhibit “A”

Overlay District for Deseret located at approximately 1300 W Mack Canyon Road



Grantsville City Planning Commission

**February 20, 2025
PUBLIC NOTICE**

Public hearing for the proposed General Plan Amendment and Overly District for Deseret, located approximately 1300 W Mack Canyon Road.

Notice is hereby given that in accordance with the provisions of Section §10-9A-205 and §10-9a-502 of the Utah Code, the Grantsville Planning Commission will hold a discussion and public hearing on February 20, 2025 at 7:00 p.m. at Grantsville City Hall. The meeting will also be broadcast on Zoom. The discussion, public hearing and meeting are to receive public input and consider action on the Public Hearing of the proposed General Plan Amendment and Overly District for Deseret, located approximately 1300 W Mack Canyon Road and make a recommendation to the City Council. You can view a copy of the proposed application online at the link below, by February 14, 2025.

You can view a copy of the agenda and packet online by 5:00pm on February 14, 2025 at the link below:

https://cms9.revize.com/revize/grantsvilleut/departments/community_economic_development/current_public_notices.php

Or by emailing pzcommission@grantsvilleut.gov. All comments and concerns need to be sent in writing through email or mail and received no later than 12:00pm on February 19, 2025.

Dated this 7th day of February, 2025

**BY ORDER OF THE GRANTSVILLE
PLANNING COMMISSION**

Shelby Moore
Zoning Administrator



Scan the QR code above or use the link below to join the Zoom meeting.

<https://us02web.zoom.us/j/86157767307>

Meeting ID: 861 5776 7307

SJ Company
183 E Main St
Grantsville, UT 84029



April 1, 2025

Shelby,

I'm writing on behalf of VT Grantsville Co, LLC, the developer of the Deseret Development, to address the requests raised during our last planning commission meeting. We appreciate the opportunity to provide further documentation and clarify a few points about our project, particularly regarding the private road running through our property.

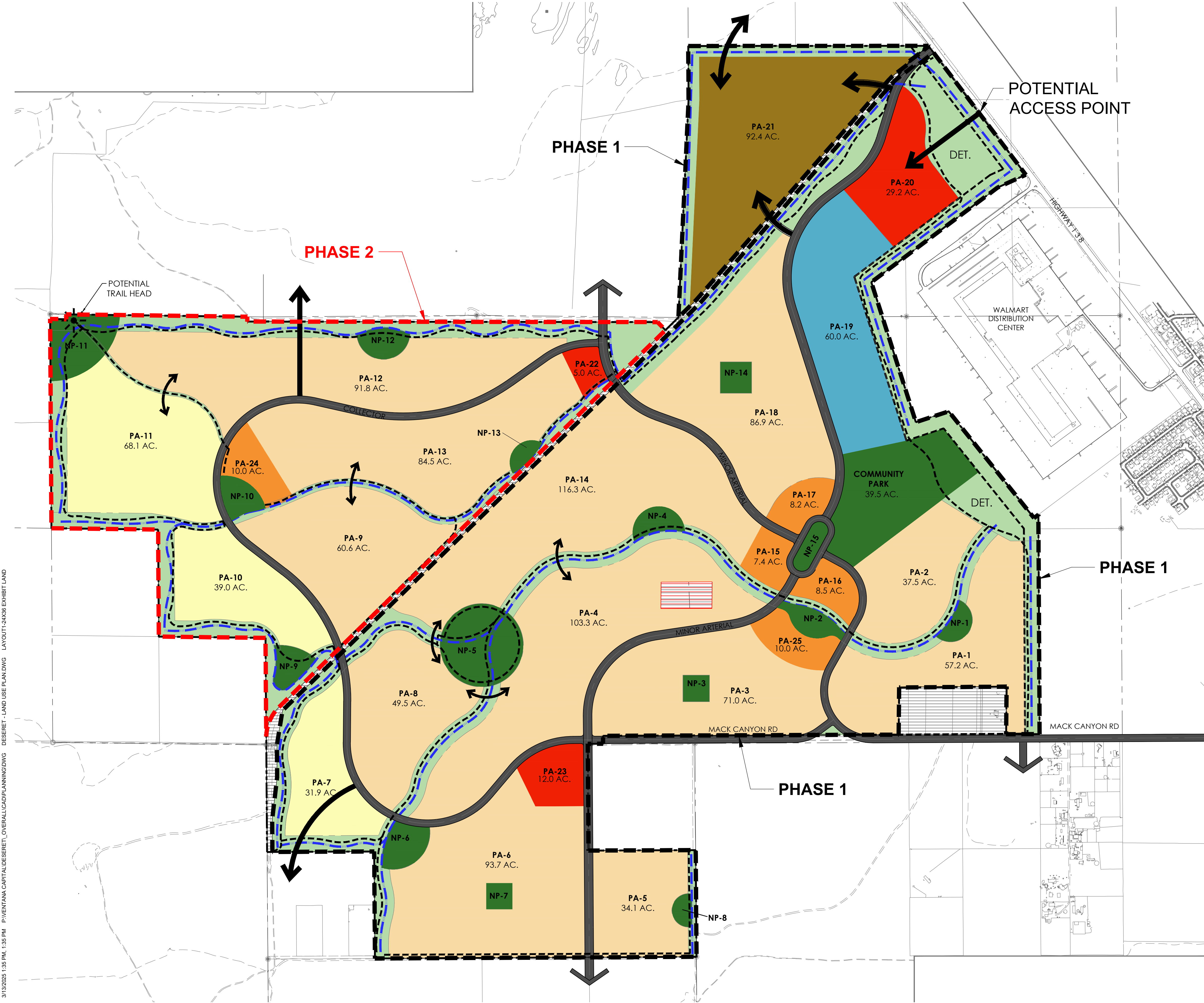
First, we'd like to assure you that our pending application remains on track. There seems to be some curiosity about access, but our project has multiple viable options in place. We already have access to our development and are open to working with neighboring stakeholders to find cooperative solutions where possible. Additionally, we're collaborating closely with UDOT and have plans to utilize both existing and future access points as the project moves forward. Like others, we'll make use of public roads in a way that respects shared access for property owners and the public alike.

Second, regarding the commission's request for more information, please see the attached documentation. It outlines the percentage of densities we'd achieve if we couldn't secure access to the other side of the private road. We're comfortable with the densities shown and believe they align well with our plans for the project.

We hope these clarifications and the attached materials will help the city feel comfortable moving forward with our application. Our aim is to develop this land in a way that contributes positively to the city and its future residents, and we're committed to doing so responsibly and within the law. We're happy to address any further questions and look forward to continuing this process together.

Thank you for your time and consideration.

Shaun Johnson



LAND USE SUMMARY PHASE 1			
LAND USE CATEGORY	AREA (ACRES)	PERCENTAGE OF AREA (ACRES)	RESIDENTIAL UNITS
COMMERCIAL GENERAL	41.2	3%	
COMMERCIAL NEIGHBORHOOD	34.1	3%	
COMMERCIAL FLEX	92.4	7%	462
SUBTOTAL	167.7	14%	462
RESIDENTIAL	31.9	3%	128
RESIDENTIAL FLEX	709.5	57%	4541
SUBTOTAL	741.4	60%	4669
PARK	89.8	7%	
OPEN SPACE / DRAINAGE	182.4	15%	
MAJOR R.O.W.	60.2	5%	
TOTAL	1241.5		5131

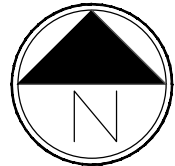
LAND USE SUMMARY PHASE 2			
LAND USE CATEGORY	AREA (ACRES)	PERCENTAGE OF AREA (ACRES)	RESIDENTIAL UNITS
COMMERCIAL GENERAL	5.0	1%	
COMMERCIAL NEIGHBORHOOD	10.0	2%	
COMMERCIAL FLEX	0.0	0%	
SUBTOTAL	15.0	3%	0
RESIDENTIAL	107.1	22%	428
RESIDENTIAL FLEX	236.9	49%	1438
SUBTOTAL	344.0	71%	1866
PARK	28.0	6%	
OPEN SPACE / DRAINAGE	81.8	17%	
MAJOR R.O.W.	18.8	4%	
TOTAL	487.6		1866

3/13/2025 1:35 PM P:\VENTANA CAPITAL\DESERET_OVERALL\CD\PLANNING\DWG DESERET - LAND USE PLAN.DWG LAYOUT:1:24X36 EXHIBIT LAND

PHASES 1 & 2 LAND USE PLAN

DESERET
GRANTSVILLE, UT

March 13, 2025



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



Permit # 2024087

**Staff Report Summary for
Deseret Development General Plan Amendment, located at approximately 1300 Mack
Canyon Road.**

Parcel ID(s): 01-063-0-0006

Property Address: 1300 Mack Canyon Rd

Applicant Name: Shaun Johnson

Request: General Plan Amendment

Prepared By: Shelby Moore

Meeting Date: 04/17/25

Public Hearing Date: 02/20/2025

Current Zone: MU

Acres: 1729

Proposed Density: 6,997 gross density

Planning Staff Explanation and Recommendation: This staff report discusses the proposed general plan amendment and overlay district for the Deseret property located on Mack Canyon Road. The amendment and overlay district aim to enhance land use regulations and encourage a balanced mix of commercial and residential development in the area.

Proposed Changes:

Commercial:

1. Include at least 182 acres of the land area as commercial fronting the major street. This equals 11% of the total land area.

Residential:

1. 1085.4 acres is proposed as developable acreage for residential areas. This equals 63% of the total land area.

Land Use Allocation:

1. **Total Commercial Provided:**
 - a. Commercial (General): 46.2 Acres (3%)
 - b. Commercial (Neighborhood): 44.1 Acres (3%)
 - c. Commercial (Flex): 92.4 Acres (5%)
 - d. **Total Commercial:** 182.7 Acres (11%)
2. **Total Residential:**
 - a. 139 Acres (8%)
 - b. Residential Flex 946.4 (55%)
 - c. Total Residential 1085.4 (63%)
3. **Total Parks:**
 - a. Community Park 39.5 (2.2%)
 - b. Neighborhood Park 78.3 (4.5%)

- c. Total 117.8 Acres (6.8%)
- 4. **Open Space:** 264.0 Acres (15.3%)
- 5. **Total Area:** 946.4 Acres (55%)

Staff Analysis:

1. Commercial Frontage:

- a. The requirement for at least 50% of the land area to be commercial fronting the major street ensures that the area maintains a strong commercial presence and supports economic growth.
- b. With the lack of Major roads in that area, it is assumed that 20% of the total acreage would need to account for commercial.
- c. This would provide a total of 345.8 acres of commercial.

2. Zoning Compatibility:

- a. The zoning is currently Mixed Use (MU).
- b. Mix Use allows for town home lot sizes of 2,400 sq. ft.
- c. Single Family Lots of 4,000 sq. ft.
- d. Commercial: At least 50% of the land area to be commercial fronting the major street

3. MIH Dedication:

- a. The developer is proposing to dedicate 20 acres to moderate income housing.

Exceptions Requested:

Please review the table and discuss which exceptions on the applicant's table are acceptable, and which are not.

Parking:

Per GLUDMC Chapter 12.2 1 notes that the Planning Commission does not have authority to waive public health and safety issues such as the quantity of parking required by the code. Parking is considered a public health and safety issue because inadequate parking availability typically leads to vehicles parking in restricted areas such as in front of fire hydrants, driveways, sticking out in the street blocking sidewalks and impeding traffic and other restricted areas which impedes the ability for emergency ingress and egress. Therefore, it will be important that the proposed development comply with the necessary parking requirements found in GLUDMC Chapter 6 offstreet parking and loading and GLUDMC Section 4.34 Multi-Unit Residential Development.

Site Triangle:

The site triangle is another public health and safety issue that Planning Commission is not allowed to waive. GLUDMC 4.16 regulates this requirement. At intersections the site triangle must be 30 feet along the inside of the sidewalk running both directions. A driveway may not encroach in the site triangle. Public Utility and Access Easements: Provision of utilities and services public services requires easements on lots. The easement requirements are described in

GLUDMC Section 21.6.8 As there is not a great deal of detail and specificity at this point it is assumed that the proposed project will comply with dimensions found in the code for the required easements. This again is considered a public health and safety issue that Planning Commission is not allowed to waive.

Planning Commission Conditions

1. The designated commercial areas shall be rezoned to a commercial designation.
2. Designate the locations of Moderate Income Housing in the MDA. The total acreage of Moderate Income Housing shall be no less than 25 acres.
3. No more than 1,000 dwelling units can be constructed without a 2nd UDOT access.

*** 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 process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.



TECHNICAL MEMORANDUM

TO: Shelby Moore, Grantsville City Planning and Zoning Administrator
FROM: Shay Stark, Planner 
DATE: February 13, 2025
SUBJECT: Deseret Zoning Overlay District – Background and Review
PROJECT NO.: -

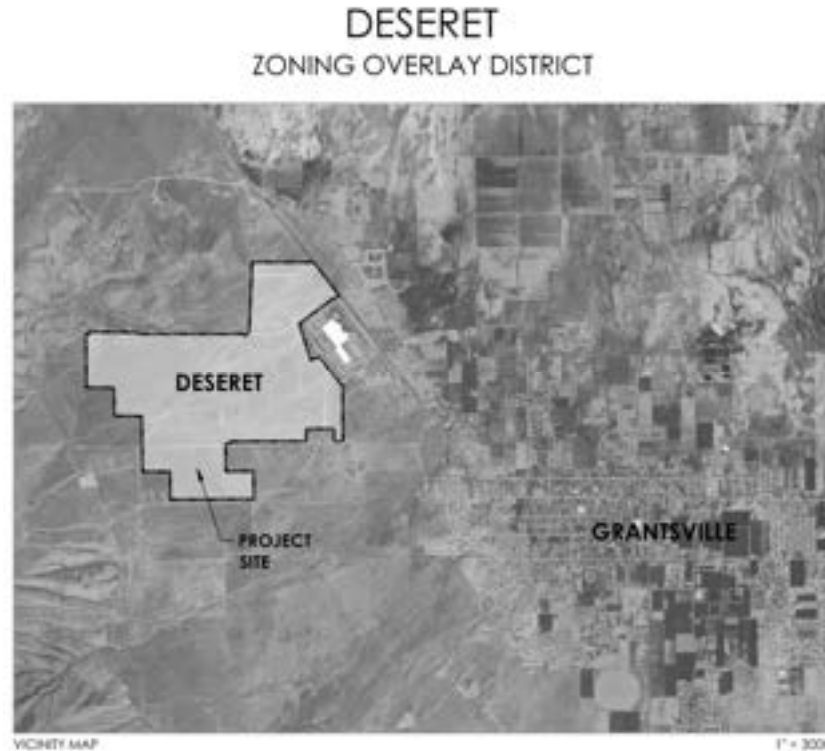
The applicant is requesting the creation of an overlay district to cover 1,729 acres of land surrounding the north and west sides of the Walmart Distribution Center. The applicant has developed a Master Plan for this area that integrates various types of commercial, commercial flex space (light industrial), civic, public space and a variety of types of residential uses in an effort to provide a balance to the Master Planned Community that allows its residents to live, learn, work, recreate and shop in Grantsville and more importantly within the proposed development.

The purpose of this memo is to provide some background on the property, and what an overlay district is. AQUA Engineering has also reviewed the documents and will provide a few comments on how the proposed overlay and Master Plan fit within the General Plan, the General Plan Future Land Use Map, Grantsville City Land Use and Management Code (GLUDMC). This is not meant to be an all-inclusive review, but the goal is to point out key features of what is proposed and compare with City Planning Documents and the City Land-Use Code. The following documents were provided by the applicant and are part of the review:

- Deseret Zoning Overlay District Planning Package. Project Planners and Engineers: Terracina Design and Rick Engineering, Dated 1/14/2025. The package includes the following sheets: Sheet 1 - Cover, Sheet 2 – Existing Conditions, Sheet 3 – Zoning Plan, Sheet 4 – Land Use Plan, Sheet 5 – Land Use Matrix, Sheet 6 – Development Standards – Single Family Detached Estate Dwellings, Sheet 7 – Development Standards – Single Family Detached Dwellings, Sheet 8 – Development Standards - Twin Home / Two Family Dwellings, Sheet 9 – Development Standards - Single Family Attached Dwellings, Sheet 10 – Development Standards – Green Court / Cottage Homes, Sheet 11 – Development Standards – Multi-Family, Sheet 12 – Open Space & Trails Plan, Sheet 13 – Circulation Plan, Sheet 14 – Road Sections, Sheet 15 – Road Sections, Sheet 16 – Architectural Design Standards, Sheet 17 – Design Standards.
- Response Letter to Staff Requested Revisions, by Terracina Design, Dated January 14, 2025. This is included in this review as it contains descriptions of the applicants intent and descriptions of project benefits.
- Deseret Zoning Overlay District Deviations from GLUDMC. Dated January 14, 2025.
- Deseret Zoning Overlay District Code Comparison Table No Date.
- Deseret Traffic Study, Prepared By Galloway and Company, Date January 8, 2025.
- Grantsville Springs PUD Application (Presentation) December 2024

Background:

The Deseret Zoning Overlay District application seeks create a master planned development utilizing a zoning overlay to guide development on 1,729 acres located to the north and west of the Walmart Distribution Center.



Vicinity Map excerpt from the planning documents Cover page.

The purpose for proposing a zoning overlay district is a desire to Master Plan the property to have a cohesive theme utilizing common design standards throughout the project and allowing for a balanced mix of uses. It seems that they recognize that the proposed community would potentially double the current population and thus they are trying to include everything that a complete community would need.

What is an Overlay District:

The opening statement in Salt Lake City's Overlay District Ordinance (21A.34.010 – General Provisions) provides a good example of the intent of an Overlay District:

Statement Of Intent: An Overlay District is intended to provide supplemental regulations or standards pertaining to specific geographic features or land uses, wherever these are located, in addition to "base" or underlying zoning district regulations applicable within a designated area. Whenever there is a conflict between the regulations of a base zoning district and those of an Overlay District, the Overlay District regulations shall control.

An Overlay District may be used to:

- Protect or provide guidance for development in sensitive land areas such as is the case with GLUDMC Chapter 19 Sensitive Area District.
- Preserve unique features and qualities of a neighborhood or community such as a historic



- district, or a downtown area.
- Incentivize certain types of uses such as moderate-income housing.
- Allow for implementation of special provisions that would support the intent of a Master Planed neighborhood such as regulating specific aesthetic and architectural features, allowing for a modified streetscape to promote cohesion, walkability and/or alternative modal uses. An example might be South Willow Estates open space corridors and trails including equestrian trails. This may be unique to an area such as the Master Plans for Northstar Ranch, Presidents Park or 20 Wells or as a PUD such as Palomino Ranchettes PUD or Desert Edge.
- Apply additional regulations and incentives to a specific area for redevelopment. GLUDMC Chapter 18 Downtown Redevelopment Area District is an example of this use.
- Etc.

An Overlay Zoning District is codified and is administered on the affected property just as any other Land Use Ordinance. It is important that the Overlay District fits within the existing Land Use ordinances as much as possible so that it does not create a burden on the city and does not create inequality within the processes and administration of the ordinances. For that purpose, Staff requested that the applicant minimize the number of deviations to ordinances that are typically found outside of the Mixed-Use Zoning District. As you will see in the Applicants response letter dated January 14th 2025, they have made modifications to better conform with ordinances and standards including; Commercial meeting CS & CG standards, street sections matching city standards, parking conforming with GLUDMC Chapter 6, signs conforming with GLUDMC Chapter 20, meeting driveway standards and multi-unit section 4.34.

The Deseret Zoning Overlay application and process is in many ways similar to the process that might occur if the City adopts a PUD Zoning Overlay. The process has included the applicant master planning the proposed community not just by creating a pretty concept map with all of their hopes and desires but has included taking a deep dive into infrastructure needs both on and off site, soils analysis, stormwater/floodplain considerations, traffic studies, coordination for schools, and consideration of public service demands to name just a few of the preliminary considerations that have occurred in planning before the overlay application has been submitted.

In order to submit the Zoning Overlay application, the applicant has had to review the City General Plan, other Planning Documents, Land Use Ordinances and City Standards to determine what language needs to be modified by the Zoning Overlay District to accomplish their vision for the development. As you have seen in the documents submitted for your consideration, this has included providing lists of proposed deviations to the land use ordinances as well as the specific language to define the desired features that will be included in the proposed Zoning Overlay District.

There has been considerable vetting to make the requirements of the overlay district fit in the current City General Plan and Land Use ordinances. There will be a great deal more vetting once there is agreement with Planning Commission and City Council as to what the Deseret Zoning Overlay District will look like.

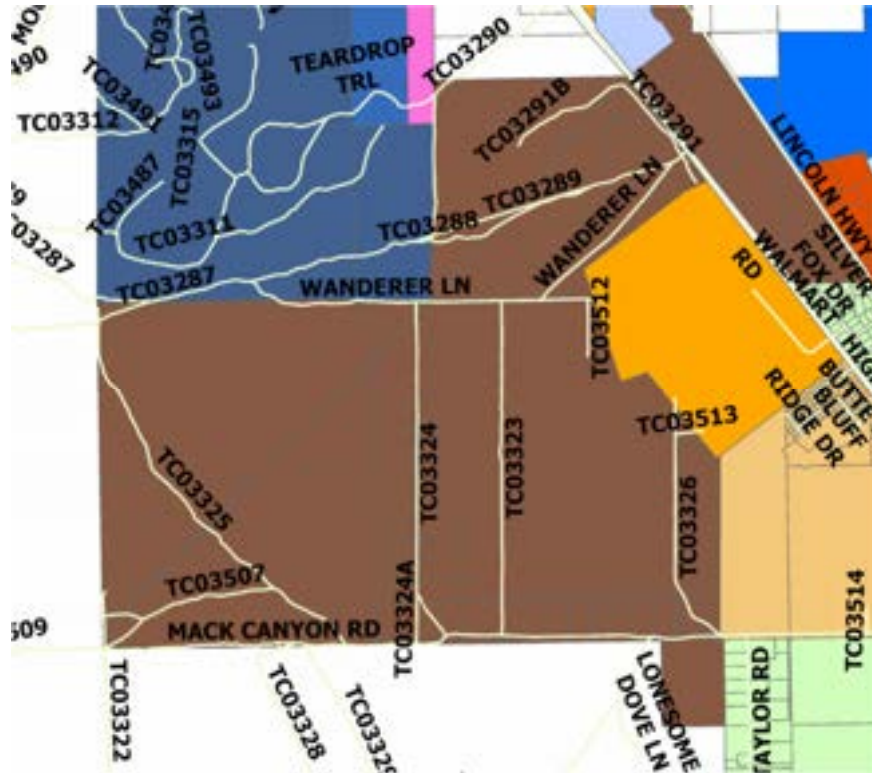
Once approved, the outcome of the process is a codified Zoning Overlay District that will direct the growth within the proposed PUD, associated planning documents and a Development Agreement to memorialize processes, expectations and key steps and dates associated with the proposed development.



Review Comments:

Characterization of the Zoning:

Since another item on the agenda has detailed the history of the Land Use designation and Zoning for this property it will not be addressed in detail in this memo. The current zoning on this property is MU.



Excerpt from Zoning Map Amended May 1, 2024. The annexation parcels are not shown on this map but are located to the west and to the south of the brown parcels.

The Grantsville City Boundary runs along the west and south sides of the property. To the north lie a group of parcels that are zoned MG and are utilized for mining. A portion of the north boundary is adjacent to land zoned A-10 which may be utilized for grazing at certain times of the year. To the east lies Deseret Edge Subdivision which is also zoned Mixed-Use, The Walmart Distribution Center zoned MD and the Highlands Subdivision PUD which is zoned RM-7.

In many ways the development proposed under the Deseret Zoning Overlay District will be complementary to the neighboring developments that are adjacent to the project on the east. The residential projects to the east include a mix of housing types as will the Deseret project. The Deseret project provides a variety of single-family lot sizes as well as multi-family housing. The proposed commercial and commercial flex are proposed to be located near SR-138 which is easily accessible to Desert Edge and the Highlands. Schools that will be developed in this project will very likely be utilized by these other subdivisions. Schools, Parks and Open Space are proposed along the back of the Walmart property.

Traffic Impact Study and Streets:

Access to the project is off of SR-138 and Mack Canyon Road. SR-138 provides direct access to downtown Grantsville as well as freeway access. According to the Traffic Impact Study the Mack Canyon Road will be initially developed as a collector with two travel lanes on an arterial right-of-way. It will be built out to four-lane arterial in future phases as necessary. The TIS projects the



need for the arterial in Phase 3 (2041 to 2050) of four phases but also recognizes that timing of development on the south side of Mack Canyon Road and in the Highlands Development will affect the timing.

According to the TIS SR-138 has excess capacity through the first three phases but then may require additional improvements with the fourth and final phase. Again, this may change depending on the growth of traffic on SR-138 from other growth in the city.

Phasing in the TIS is used to break the study down into manageable pieces that mimic the general flow of the development over time and does not reflect the actual number of phases that will be used to develop the project.

Deviations to the Standards and Ordinances:

The applicants are asking for some deviations to the ordinances and standards. They have created two tables that address these. The Deviations Table lists those changes that allow something less than the ordinance requires:

DESERET ZONING OVERLAY DISTRICT DEVIATIONS FROM GLUMC

Grantsville, Utah

14-Jan-25

Code Section	City Standard	Deseret Standard	
Chapter 4. Regulations			
Fencing			
Max Height	6 feet	6 feet for residential 8 feet for industrial screening	
Residential Min Building Width	22 feet	20 feet	
Multi-Unit Residential			
Single Family Attached (townhomes)		Front Loaded	Alley Loaded
Front Setback	25 feet	10 feet 25 feet to garage	10 feet
Side Setback	15 feet	5 feet	5 feet
Rear Setback	20 feet	15 feet	5 feet
Building Separation	30 feet	10 feet	10 feet
Corner setback	25 feet	10 feet or sight triangle	10 feet or sight triangle
Multi-family (apartments/condos)			
Visitor Parking	1/ unit and .5 per unit	1 per every 3 units	
Building Height (max)	35 feet	45 feet (as approved by Fire Department)	
Chapter 6. Parking			
Parking Requirements			
Multi family guest parking	1 per unit for first 10 then 0.5 per unit	1 per 3 units	
Single Family Parking		driveways count toward meeting off street parking requirements	



DESERET ZONING OVERLAY DISTRICT DEVIATIONS FROM GLUMC

Grantsville, Utah

14-Jan-25

Code Section	City Standard	Deseret Standard	
Chapter 19a. Mixed Use			
Single Family Detached		Front Loaded	Alley Loaded
Lot Size (min)	4,000 sf	*4,500 sf	2,400 sf
Lot Frontage	50 feet	45 feet	30 feet
Front Setback	25 feet	10 feet	10 feet
Side Setback	7.5 feet	5 feet	5 feet
Rear Setback	20 feet	15 feet	5 feet
Corner setback	25 feet	10 feet (must adhere to sight triangle)	10 feet (must adhere to sight triangle)
Twin / Two Family Homes			
Lot Size (min)	4,000 sf	4,000 sf	2,400 sf
Lot Frontage	50 feet	40 feet	30 feet
Front Setback	25 feet	10 feet	10 feet
Side Setback	7.5 feet	5 feet	5 feet
Rear Setback	20 feet	10 feet	5 feet
Corner setback	25 feet	10 feet (must adhere to sight triangle)	10 feet (must adhere to sight triangle)
Chapter 21. Subdivision			
Phase Development	50 lots per filing subsequent filings only when 70% built	200 lots per filing up to 600 lots or 3 filings may be in review at any one time	
Design Standards			
Easements	10 foot front 7.5 foot side and rear	5 foot front or as approved by utility providers 5 foot side, only if needed for utility connections	

There are also some instances where their standard is greater than the ordinance requires. Some of these have been listed in the following table:

DESERET ZONING OVERLAY DISTRICT

Grantsville, Utah

Code Section	City Standard	Deseret Standard
Chapter 4. Regulations		
Fencing		
*Materials	none	vinyl not permitted
*Style	none	throughout Deseret
Multi-Unit Residential		
*Common Open Space	10%	20%
Building Height (max)	35 feet	45 feet (as approved by Fire Department)
Chapter 9. Landscape		
*Landscape Buffers along Arterials and Collector Roads	none	30' along arterial and collector roads
Landscape Reqmts		
Parkway	1 tree / 30 feet	1 tree / 30 feet
*Detention	none	1 tree / 100 lf
*Landscape Buffers	none	1 tree and 10 shrubs per 40 lf
*Medians	none	1 tree / 40 lf
*Parking Lots	none	1 tree per 10x18' island
*Parks	none	1 tree and 5 shrubs per 1,500 sf
*Other Landscape Areas	none	1 tree and 5 shrubs per 3,000 sf

It is important to note that if the zoning overlay district is approved these proposed standards will no longer be deviations to ordinances but will be the codified standards for the Deseret Zoning



Overlay District and will only apply to this overlay.

Benefits of the Project:

The applicants' January 14th response letter notes several benefits that they feel the project provides to the City. They are listed below:

Deseret offers many Benefits to the City including the following:

1. Master Planned Community
Deseret is a thoughtfully planned community, not a subdivision. Deseret will integrate a variety of housing types with passive and active recreation and community facilities that will serve all residents of Grantsville.
2. Active Parks
117.8 acres of active parks with triggers for construction. The capital facilities plan shows an acreage requirement of 88 acres assuming 3 persons per household.
3. Dedicated Open Space with trails
264 acres of open space with 11.5 miles of trails
4. Civic and Community Space
Opportunities for civic uses such as a fire station, community space, schools, churches will be located in Deseret.
5. Retail and Commercial Opportunities
Deseret has 180 acres of property zoned for commercial uses. In addition, the Residential Flex areas (totaling 946 acres have retail and commercial uses permitted).
6. Infrastructure
Deseret will contribute to the expansion of the wastewater treatment plant, upgrade the culinary water system and provide road connections.



7. Design Standards

The Zoning Overlay District includes many design and development standards that exceed what is required in the GLUMC including the following:

Code Section	City Standard	Deseret Standard
Chapter 4. Regulations		
Fencing		
*Materials	none	vinyl not permitted
*Style	none	details included for consistency throughout Deseret
Multi-Unit Residential		
*Common Open Space	10%	20%
Building Height (max)	35 feet	45 feet (as approved by Fire Department)
Chapter 9. Landscape		
*Landscape Buffers along Arterials and Collector Roads	none	30' along arterial and collector roads
Landscape Reqmts		
Parkway	1 tree / 30 feet	1 tree / 30 feet
*Detention	none	1 tree / 100 lf
*Landscape Buffers	none	1 tree and 10 shrubs per 40 lf
*Medians	none	1 tree / 40 lf
*Parking Lots	none	1 tree per 10x18' island
*Parks	none	1 tree and 5 shrubs per 1,500 sf
*Other Landscape Areas	none	1 tree and 5 shrubs per 3,000 sf
Chapter 19a. Mixed Use		
*Landscape Requirement	25%	27% (22% parks and open space + 5% landscape area)
Chapter 21. Subdivision		
*Open Space	10%	22%
Design Standards		
Blocks	none	700 feet maximum, Maximum of 1,000 feet with 30' tract
Other Design Standards		
*Lighting	none	dark sky compliance and cut off down cast fixtures
*Residential Architecture	none	product variation requirements
		green court development standards
		cottage homes development standards
		multifamily 360 design requirements, articulation requirements

*Commercial Architecture	none	building articulation requirements, mechanical and service yard screening requirements
* Parks and Open Space Triggers	none	triggers for timing of construction for parks included

Moderate Income Housing:

There is a lot of pressure on the City to promote moderate income housing. This has been a challenging issue to address. The applicants of this project have suggested a novel approach which deserves consideration. The project applicants are proposing dedicating 20 acres of land to the City or a housing agency to develop moderate income housing. In the past the City has



partnered with the Tooele Housing Authority to provide moderating income housing. The Blue Lakes Subdivision located on the north side of Clark Street between Bowery and Race Street is one of these projects. By partnering with the Tooele Housing Authority grants may be available to develop moderate income housing. The City does not need to enter into the development business as that is the role of the housing authority, but the City can facilitate the process by partnering with the housing authority for grants, and providing out of the box opportunities for developers to contribute to moderate income housing.

The dedication of 20 acres of land in Deseret project for moderate income housing is a significant benefit if the Tooele Housing Authority is willing to partner with the City to find funding and spearhead the project.

Conclusion:

The proposed Deseret Zoning Overlay District is a significant project in size and scope. It is very likely to take several decades to develop out and thus it is important that it is Master Planned taking very thoughtful consideration of infrastructure and services demands as well as providing the right balance of residential, commercial, civic, public uses that take care of the citizens which live within the area as well as benefit the surrounding community.

With a project of this scope it is important that the ordinances and standards necessary to enact the vision of the Master Plan are codified in the overlay, and the specifics of how the project is to move forward are memorialized in a Development Agreement so that there is a clear path ahead not just for the near future but through the life of the project. The process of enacting the Deseret Zoning Overlay District is the City's opportunity to work with the applicant and guide development of a large area in the city.

The documents that have been provided by the applicant are thoughtful and have taken consideration of many very consequential issues such as but certainly not limited to utilities, infrastructure, schools, availability of services, quality of life issues such as walkability, availability of parks, trails and open space. The applicant has been very receptive to staff suggestions and has shown a willingness to put in the effort to learn about and try to address the challenges and needs of not only the project itself but its impact on the community. It is now time to move this forward to Planning Commission and City Council for their consideration.

END





January 14, 2025

Shelby Moore, Zoning Administrator
Grantsville City
429 East Main Street
Grantsville, UT 84029

Re: Deseret

Dear Shelby,

On behalf of Ventana Capital and SJ Company, Terracina Design has reviewed the comments received on November 27, 2024 from the City. The Zoning District Map has been revised and responses provided on the pdf.

Deseret is comprised of approximately 1,729 acres and proposes a maximum of 6,997 homes, 90.3 acres (6%) of associated non-residential uses including retail, professional services, schools, and churches and 381 acres of parks and open space.

Deseret is zoned Mixed Use which is the densest Zone District in the City. With this zoning district overlay, the density is capped at 6,997 homes which equates to 4.0 dwelling units per acre. This density is below the adjacent developments of The Highlands which has 6.8 dwelling units per acre and Desert Edge which has 5.9 dwelling units per acre.

Revisions to Zoning District Map with this submittal.

1. Deviation Requests. The table has been greatly reduced to only reflect those deviations that are less than the requirements in the GLUMC. Any other items in the Zoning Overlay District that exceed the GLUMC are shown under benefits.
2. Land uses and development standards for Commercial Areas have been removed and will instead follow the standards and uses allowed in the C-S and C-G Districts per Section 19a.2 of the GLUMC.
3. Street Sections. Revised to match current City standards, however, they remain in the Overlay District to ensure consistent streets throughout the community. We continue to believe that a reduced pavement section would benefit the City by reducing impervious surfaces along with less asphalt to maintain over time. If the City would agree to discussing modified sections, we would be happy to have further discussions.

terraccina design

Landscape Architecture • Planning • Civil Engineering
10200 E. Girard Avenue, A-314. Denver, CO 80231 ph: 303.632.8867

4. Parking. The parking requirements are shown on the Land Use Matrix and are consistent with the requirements of Chapter 6 of the GLUMC with the exception of visitor parking for multi-family. They are included in the Use Matrix to avoid interpretation between land use nomenclature and parking nomenclature.
5. Signs. Custom sign standards have been removed from the Zoning Overlay District. Signs within Deseret will comply with Chapter 20 of the GLUMC.
6. Multi-family Development Standards have been revised to comply with Section 4.34.
7. The minimum length of driveways, when provided, has been revised to 25 feet.
8. Moderate Income Housing. Deseret understands the importance of offering many types of housing the price of housing. The smaller lots and product proposed will offer a lower price point than traditional 7,000 sf lots. Deseret will dedicate 20 acres for moderate income housing. The land may be dedicated to the Housing Authority, City or other entity as the City sees fit to fulfill the moderate-income housing requirement.

Deseret offers many Benefits to the City including the following:

1. Master Planned Community
Deseret is a thoughtfully planned community, not a subdivision. Deseret will integrate a variety of housing types with passive and active recreation and community facilities that will serve all residents of Grantsville.
2. Active Parks
117.8 acres of active parks with triggers for construction. The capital facilities plan shows an acreage requirement of 88 acres assuming 3 persons per household.
3. Dedicated Open Space with trails
264 acres of open space with 11.5 miles of trails
4. Civic and Community Space
Opportunities for civic uses such as a fire station, community space, schools, churches will be located in Deseret.
5. Retail and Commercial Opportunities
Deseret has 180 acres of property zoned for commercial uses. In addition, the Residential Flex areas (totaling 946 acres have retail and commercial uses permitted).
6. Infrastructure
Deseret will contribute to the expansion of the wastewater treatment plant, upgrade the culinary water system and provide road connections.

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7. Design Standards

The Zoning Overlay District includes many design and development standards that exceed what is required in the GLUMC including the following:

Code Section	City Standard	Deseret Standard
Chapter 4. Regulations		
Fencing		
*Materials	none	vinyl not permitted
*Style	none	details included for consistency throughout Deseret
Multi-Unit Residential		
*Common Open Space	10%	20%
Building Height (max)	35 feet	45 feet (as approved by Fire Department)
Chapter 9. Landscape		
*Landscape Buffers along Arterials and Collector Roads	none	30' along arterial and collector roads
Landscape Reqmts		
Parkway	1 tree / 30 feet	1 tree / 30 feet
*Detention	none	1 tree / 100 lf
*Landscape Buffers	none	1 tree and 10 shrubs per 40 lf
*Medians	none	1 tree / 40 lf
*Parking Lots	none	1 tree per 10x18' island
*Parks	none	1 tree and 5 shrubs per 1,500 sf
*Other Landscape Areas	none	1 tree and 5 shrubs per 3,000 sf
Chapter 19a. Mixed Use		
*Landscape Requirement	25%	27% (22% parks and open space + 5% landscape area)
Chapter 21. Subdivision		
*Open Space	10%	22%
Design Standards		
Blocks	none	700 feet maximum. Maximum of 1,000 feet with 30' tract
Other Design Standards		
*Lighting	none	dark sky compliance and cut off down cast fixtures
*Residential Architecture	none	product variation requirements
		green court development standards
		cottage homes development standards
		multifamily 360 design requirements, articulation requirements

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*Commercial Architecture	none	building articulation requirements, mechanical and service yard screening requirements
* Parks and Open Space Triggers	none	triggers for timing of construction for parks included

We appreciate the opportunity to submit this application for your review and consideration and look forward to being a positive addition to Grantsville.

Sincerely,
Terracina Design



Layla Rosales
Principal

terraccina design

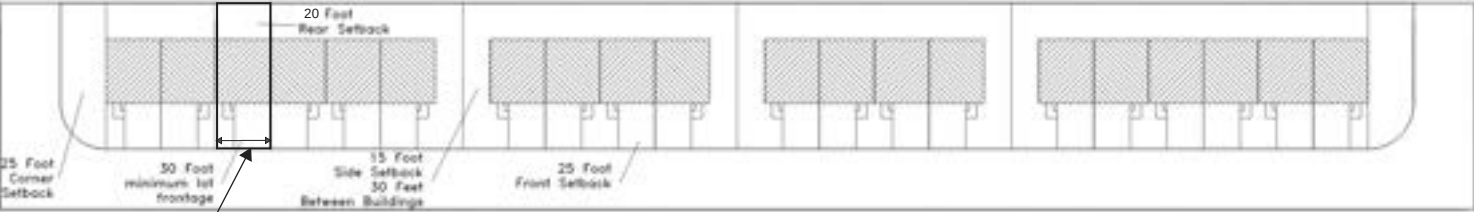
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10200 E. Girard Avenue, A-314. Denver, CO 80231 ph: 303.632.8867

GLUDMC 4.34 townhomes 2,400 sq.ft. lots includes 30 foot width, 25 foot front set back, 20 foot rear setback, and dwelling footprint. (GLUDMC 4.34-2 a,c,d)

35'x30' = 1,050 sq.ft. townhomes

91,078 sq.ft. 2.0908 acres Equivalent 9.57 units per acre (this layout, The calculation does not include required: 10% open space, visitor parking, storm water basin)

33 foot half width residential street (32,146.2523 sq.ft. 0.7380 acres) 740 foot long block (GLUDMC 21.6.3-3 & Grantville Standard Residential Street Cross Section)



GLUDMC 19a.5 Mixed Use District Single Family Lots 4,000 sq.ft. Min. 50 foot frontage width.

86,936.9116 sq.ft. 1.9958 acres Equivalent 7.0 units per acre (this layout, The calculation does not include required: 10% open space or storm water basin)

33 foot half width residential street (50,956.9116 sq.ft. 0.7102 acres) 703.35 foot long block (GLUDMC 21.6.3-3 & Grantville Standard Residential Street Cross Section)



GLUDMC 15.5.1 & 5 Multiple Residential District Rm-15 Single Family Lots 8,000 sq.ft. interior Min. 60 foot frontage width.

99,574.7858 sq.ft. 2.2859 acres Equivalent 3.5 units per acre (this layout, The calculation does not include required: 10% open space or storm water basin)

33 foot half width residential street (51,574.778 sq.ft. 0.7249 acres) 682.68 foot long block (GLUDMC 21.6.3-3 & Grantville Standard Residential Street Cross Section)



DESERET ZONING OVERLAY DISTRICT DEVIATIONS FROM GLUMC

Grantsville, Utah

14-Jan-25

Code Section	City Standard	Deseret Standard	
Chapter 4. Regulations			
Fencing			
Max Height	6 feet	6 feet for residential 8 feet for industrial screening	
Residential Min Building Width	22 feet	20 feet	
Multi-Unit Residential			
Single Family Attached (townhomes)		Front Loaded	Alley Loaded
Front Setback	25 feet	10 feet 25 feet to garage	10 feet
Side Setback	15 feet	5 feet	5 feet
Rear Setback	20 feet	15 feet	5 feet
Building Separation	30 feet	10 feet	10 feet
Corner setback	25 feet	10 feet or sight triangle	10 feet or sight triangle
Multi-family (apartments/condos)			
Visitor Parking	1/ unit and .5 per unit	1 per every 3 units	
Building Height (max)	35 feet	45 feet (as approved by Fire Department)	
Chapter 6. Parking			
Parking Requirements			
Multi family guest parking	1 per unit for first 10 then 0.5 per unit	1 per 3 units	
Single Family Parking		driveways count toward meeting off street parking requirements	

DESERET ZONING OVERLAY DISTRICT DEVIATIONS FROM GLUMC

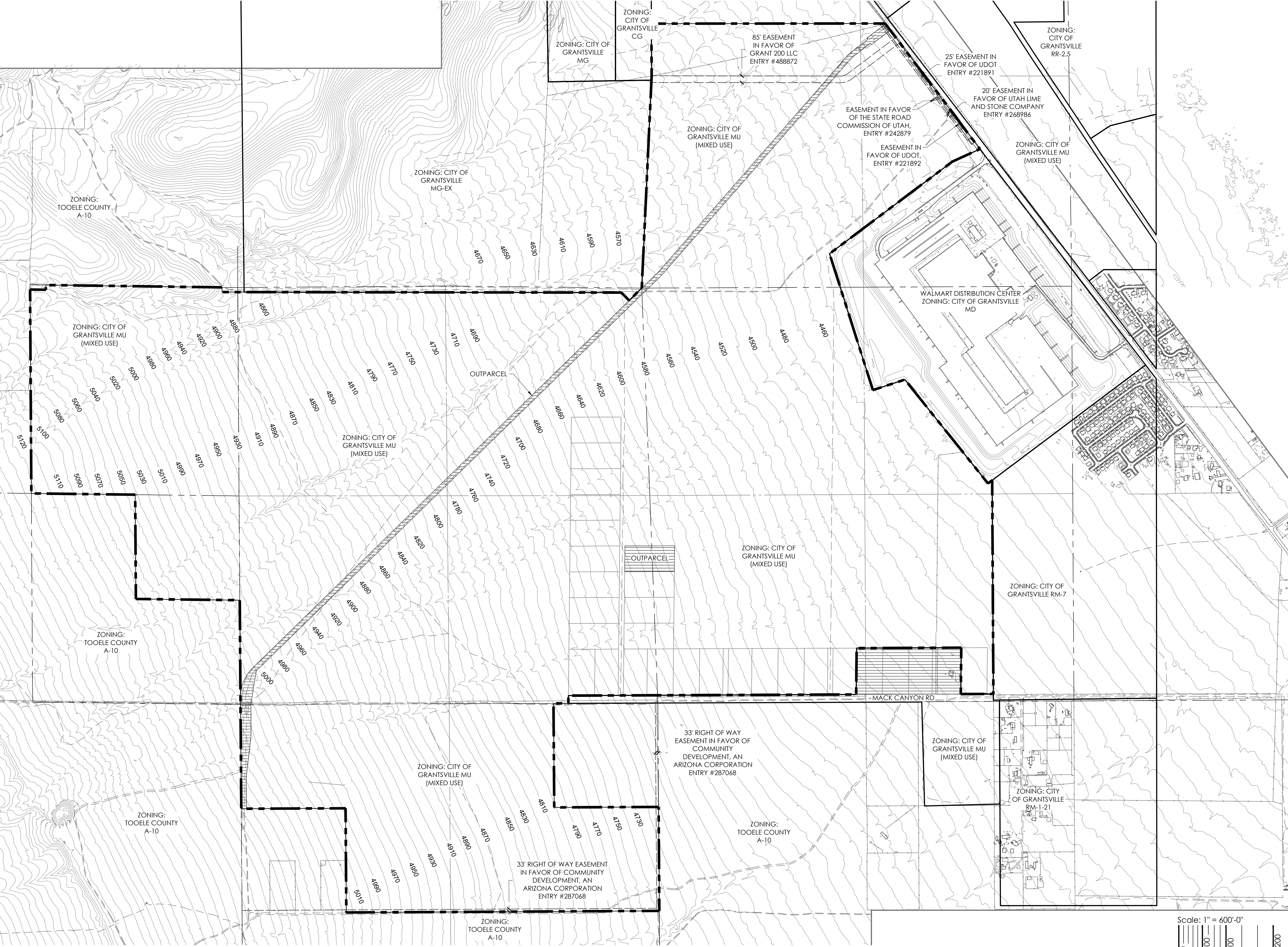
Grantsville, Utah

14-Jan-25

Code Section	City Standard	Deseret Standard	
Chapter 19a. Mixed Use			
Single Family Detached		Front Loaded	Alley Loaded
Lot Size (min)	4,000 sf	*4,500 sf	2,400 sf
Lot Frontage	50 feet	45 feet	30 feet
Front Setback	25 feet	10 feet	10 feet
Side Setback	7.5 feet	5 feet	5 feet
Rear Setback	20 feet	15 feet	5 feet
Corner setback	25 feet	10 feet (must adhere to sight triangle)	10 feet (must adhere to sight triangle)
Twin / Two Family Homes			
Lot Size (min)	4,000 sf	4,000 sf	2,400 sf
Lot Frontage	50 feet	40 feet	30 feet
Front Setback	25 feet	10 feet	10 feet
Side Setback	7.5 feet	5 feet	5 feet
Rear Setback	20 feet	10 feet	5 feet
Corner setback	25 feet	10 feet (must adhere to sight triangle)	10 feet (must adhere to sight triangle)
Chapter 21. Subdivision			
Phase Development	50 lots per filing subsequent filings only when 70% built	200 lots per filing	
Design Standards		up to 600 lots or 3 filings may be in review at any one time	
Easements	10 foot front	5 foot front or as approved by utility providers	
	7.5 foot side and rear	5 foot side, only if needed for utility connections	

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DESERET
ZONING OVERLAY DISTRICT



LEGEND

- PROPERTY BOUNDARY
- OUTPARCEL
- MAJOR CONTOUR
- 5000 CONTOUR LABEL

Scale: 1" = 600'-0"



terraccina
Ed design
10200 E. 12000 S. Suite A314
Draper, UT 84020
PH: 303.632.8647

RICK

PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

SUBMITTAL DATE:
7/18/2024
REVISION DATE:
8/23/2024
1/14/2025
2/26/2025

SHEET TITLE

EXISTING CONDITIONS

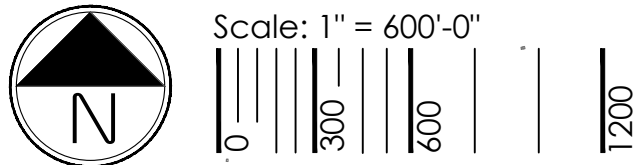
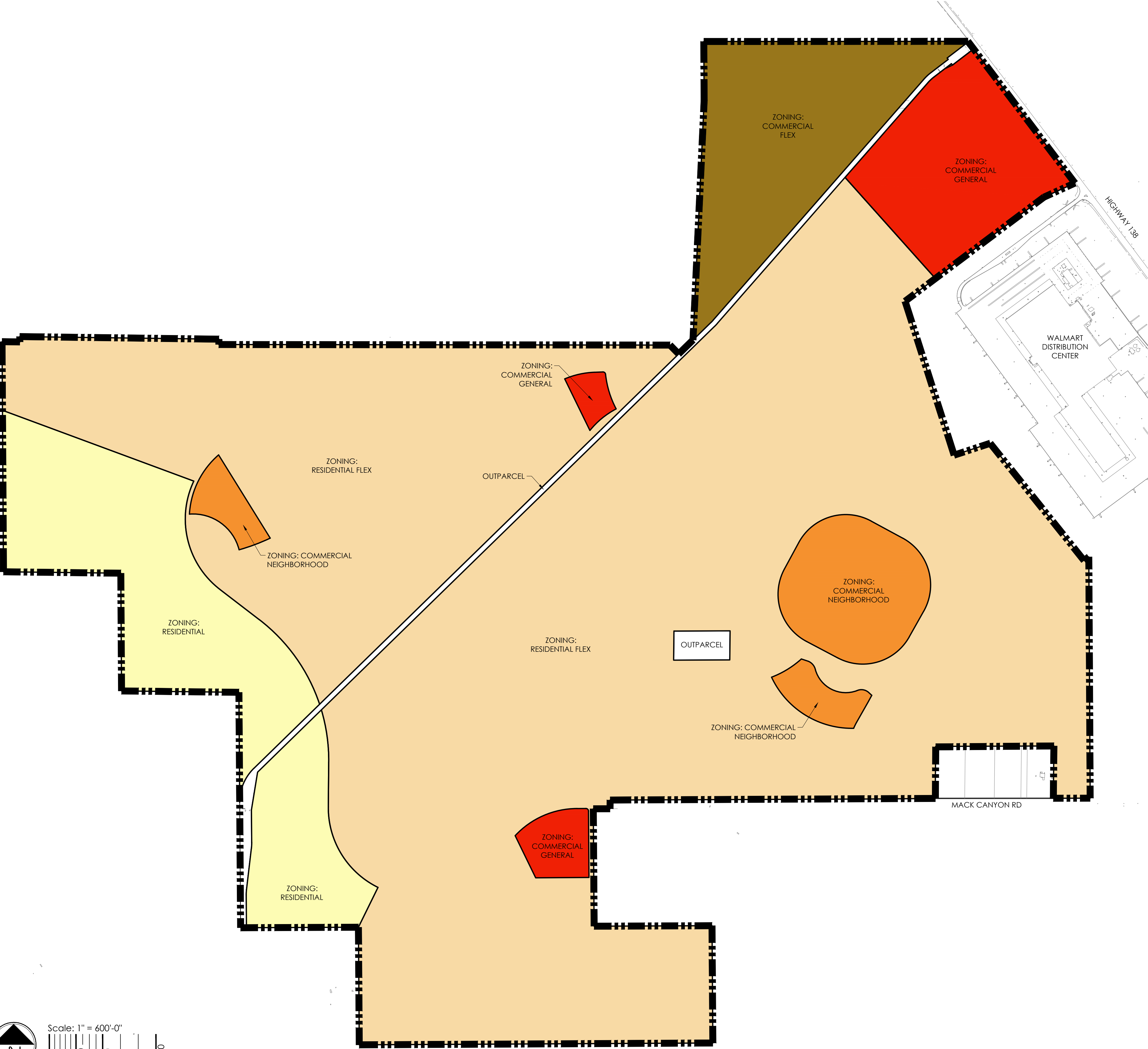
SHEET NUMBER

2

SHEET 2 OF 17

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DESERET
ZONING OVERLAY DISTRICT



LEGEND		
	COMMERCIAL GENERAL	
	COMMERCIAL NEIGHBORHOOD	
	COMMERCIAL FLEX	
	RESIDENTIAL FLEX	
	RESIDENTIAL	

ZONING CATEGORY	AREA (ACRES)	PERCENTAGE OF AREA
COMMERCIAL GENERAL	94.9	5%
COMMERCIAL NEIGHBORHOOD	69.4	4%
COMMERCIAL FLEX	110.6	6%
SUBTOTAL	274.9	16%
RESIDENTIAL FLEX	1272.3	74%
RESIDENTIAL	181.9	11%
SUBTOTAL	1454.2	84%
TOTAL	1729.1	100%

PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

SUBMITTAL DATE:
7/18/2024
REVISION DATE:
8/23/2024
1/14/2025
2/26/2025

SHEET TITLE

ZONING PLAN

SHEET NUMBER

3

SHEET 3 OF 17

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DESERET
ZONING OVERLAY DISTRICT



- A. RESIDENTIAL UNIT TRANSFER
- THE PERMITTED NUMBER OF RESIDENTIAL UNITS FOR EACH PLANNING AREA IS DEFINED IN THE PLANNING AREA SUMMARY BELOW. RESIDENTIAL UNITS MAY BE TRANSFERRED BETWEEN PLANNING AREAS BY A MAXIMUM OF 20% OF THE RECEIVING PLANNING AREA WITHOUT AN AMENDMENT TO THIS ZONING PLAN. THE TOTAL NUMBER OF 6,997 UNITS MAY NOT BE EXCEEDED WITHOUT AN AMENDMENT TO THIS ZONING PLAN.
- ONCE A PLANNING AREA HAS BEEN FULLY PLATTED THROUGH THE FINAL PLAT PROCESS, ANY REMAINING RESIDENTIAL UNITS DESIGNATED ON THIS ZONING DISTRICT DOCUMENT WITHIN SAID PLANNING AREA SHALL REMAIN AVAILABLE FOR TRANSFER TO OTHER REMAINING RECIPIENT PLANNING AREAS.
- B. PLANNING AREA BOUNDARIES
- PLANNING AREA ACREAGES AND BOUNDARIES ARE CONCEPTUAL AND SUBJECT TO CHANGE WITH DETAILED PLANNING. PLANNING AREA ACREAGES MAY CHANGE UP TO 15%.

PLANNING AREA SUMMARY				
PLANNING AREA	LAND USE CATEGORY	AREA (ACRES)	DENSITY (DU/AC)	MAX ALLOWED DWELLING UNITS
PA-1	RESIDENTIAL FLEX	57.2	5	286
PA-2	RESIDENTIAL FLEX	37.5	8	300
PA-3	RESIDENTIAL FLEX	71.0	5	355
PA-4	RESIDENTIAL FLEX	103.3	8	826
PA-5	RESIDENTIAL FLEX	34.1	5	170
PA-6	RESIDENTIAL FLEX	93.7	5	469
PA-7	RESIDENTIAL	31.9	4	128
PA-8	RESIDENTIAL FLEX	49.5	5	248
PA-9	RESIDENTIAL FLEX	60.6	5	303
PA-10	RESIDENTIAL	39.0	4	156
PA-11	RESIDENTIAL	68.1	4	272
PA-12	RESIDENTIAL FLEX	91.8	5	459
PA-13	RESIDENTIAL FLEX	84.5	8	676
PA-14	RESIDENTIAL FLEX	116.3	7.67	892
PA-15	COMMERCIAL NEIGHBORHOOD	7.4		
PA-16	COMMERCIAL NEIGHBORHOOD	8.5		
PA-17	COMMERCIAL NEIGHBORHOOD	8.2		
PA-18	RESIDENTIAL FLEX	86.9	8	695
PA-19	RESIDENTIAL FLEX	60.0	5	300
PA-20	COMMERCIAL GENERAL	29.2		
PA-21	COMMERCIAL FLEX	92.4	5	462
PA-22	COMMERCIAL GENERAL	5.0		
PA-23	COMMERCIAL GENERAL	12.0		
PA-24	COMMERCIAL NEIGHBORHOOD	10.0		
PA-25	COMMERCIAL NEIGHBORHOOD	10.0		
COMMUNITY PARK		39.5		
NEIGHBORHOOD PARKS		78.3		
OPEN SPACE / DRAINAGE		264.2		
MAJOR R.O.W.		79.0		
TOTAL		1729.1	4.0	6,997

- NOTES:
- TWENTY (20) ACRES WILL BE DEDICATED FOR MODERATE-INCOME HOUSING. LOCATION TO BE MUTUALLY AGREED UPON BY THE CITY OF GRANTSVILLE AND THE DEVELOPER. NO ADDITIONAL MODERATE-INCOME UNITS ARE REQUIRED.
 - NO MORE THAN 30 ACRES MAY BE RESIDENTIAL IN PA-21 (COMMERCIAL FLEX).

LAND USE SUMMARY		
LAND USE CATEGORY	AREA (ACRES)	PERCENTAGE OF AREA (ACRES)
RESIDENTIAL	46.2	3%
COMMERCIAL GENERAL	44.1	3%
COMMERCIAL NEIGHBORHOOD	92.4	5%
COMMERCIAL FLEX		
SUBTOTAL	182.7	11%
RESIDENTIAL	139.0	8%
RESIDENTIAL FLEX	946.4	55%
SUBTOTAL	1085.4	63%
PARK	117.8	7%
OPEN SPACE / DRAINAGE	264.2	15%
MAJOR R.O.W.	79.0	5%
TOTAL	1729.1	100%

LAND USE SUMMARY		
LAND USE CATEGORY	AREA (ACRES)	PERCENTAGE OF AREA (ACRES)
COMMERCIAL GENERAL	46.2	3%
COMMERCIAL NEIGHBORHOOD	44.1	3%
COMMERCIAL FLEX	92.4	5%
SUBTOTAL	182.7	11%
RESIDENTIAL	139.0	8%
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SUBTOTAL	1085.4	63%
PARK	117.8	7%
OPEN SPACE / DRAINAGE	264.2	15%
MAJOR R.O.W.	79.0	5%
TOTAL	1729.1	100%

DESERET
ZONING OVERLAY DISTRICT

USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
RESIDENTIAL						
CONGREGATE CARE FACILITY	-	P	-	-	P	1 SPACE PER 3 DWELLING UNITS
GREEN COURT HOME	-	P	-	-	-	2 SPACES PER UNIT
GROUP HOME, LARGE	-	C	-	-	C	1 SPACE PER 3 DWELLING UNITS
GROUP HOME, SMALL	-	C	-	-	C	1 SPACE PER 3 DWELLING UNITS
COTTAGE HOME	-	P	-	-	-	2 SPACES PER UNIT
MULTI-FAMILY DWELLINGS OF A DENSITY NOT GREATER THAN 18 DU/AC	-	P	-	-	P	2 SPACES PER UNIT, PLUS VISITOR PARKING AT RATES OF 1 SPACE PER UNIT FOR THE FIRST 10 UNITS AND 1 SPACE PER UNIT FOR EVERY 2 UNITS AFTER THE FIRST 10 UNITS
RESIDENTIAL FACILITIES FOR HANDICAPPED OR ELDERLY	-	P	-	-	P	1 SPACE PER 3 DWELLING UNITS
SINGLE FAMILY ATTACHED DWELLINGS	-	P	-	-	C (4)	2 SPACES PER UNIT, PLUS VISITOR PARKING AT RATES OF 1 SPACE PER UNIT FOR THE FIRST 10 UNITS AND 1 SPACE PER UNIT FOR EVERY 2 UNITS AFTER THE FIRST 10 UNITS
SINGLE FAMILY DETACHED DWELLINGS	P	P	-	-	-	2 SPACES PER UNIT
SINGLE FAMILY DETACHED ESTATE DWELLINGS	P	P	-	-	-	2 SPACES PER UNIT
TRANSITIONAL TREATMENT HOME, SMALL	-	-	-	-	C	1 SPACE PER 3 DWELLING UNITS
TWIN HOME DWELLINGS	-	P	-	-	C (4)	2 SPACES PER UNIT
TWO FAMILY DWELLINGS	-	P	-	-	C (4)	2 SPACES PER UNIT
USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
AGRICULTURAL						
FAMILY FOOD PRODUCTION AND THE RAISING OF HORSES (1)	C	C	-	-	-	N/A
FRUIT/VEGETABLE STAND	C	C	P	P	P	N/A
GRAIN ELEVATOR	-	-	-	-	P	N/A
PUBLIC STABLE, RIDING ACADEMY OR RIDING RING, HORSE SHOW BARNs OR FACILITIES	-	-	-	-	P	4 SPACES PER 1,000 SF OF GROSS FLOOR AREA
RAISING OF RABBITS, DUCKS, CHICKENS (HENS ONLY), OR TURKEYS WITH NOT MORE THAN SIX SUCH ANIMALS IN ANY COMBINATION, PROVIDED THAT APPROPRIATE CAGES, PENS, COOPS, HOUSES, ETC. SHALL BE PROVIDED FOR WHEN THESE ANIMALS ARE KEPT OUTDOORS	P	C	-	-	-	N/A
THE TILLING OF THE SOIL, THE RAISING OF CROPS, HORTICULTURE AND HOME GARDENING	P	P	-	-	-	N/A
USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
COMMERCIAL						
DATA CENTER	-	-	-	-	P	0.5 SPACE PER 1,000 SF OF GROSS FLOOR AREA
OFFICE FLEX	-	-	-	-	P	2 SPACES PER 1,000 SF OF GROSS FLOOR AREA
USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
RECREATIONAL, CULTURAL, AND ENTERTAINMENT						
COMMUNITY & RECREATION CENTERS	P	P	P	P	P	4 SPACES PER 1,000 SF OF GROSS FLOOR AREA
COMMUNITY GARDENS	P	P	P	P	P	N/A
COMMUNITY OUTDOOR RECREATION	P	P	P	P	P	N/A
GOLF COURSE	-	P	P	P	P	4 SPACES PER HOLE, PLUS 1 SPACE PER PRACTICE TEE, PLUS 1 SPACE PER 400 SF OF PRO SHOP OR CONCESSION AREA
NATURAL OPEN SPACE & CONSERVATION AREAS	P	P	P	P	P	N/A
PARKS AND PLAYGROUNDS, PUBLIC AND PRIVATE, LESS THAN FIVE ACRES IN SIZE	P	P	P	P	P	N/A
PARKS AND PLAYGROUNDS, PUBLIC AND PRIVATE, FIVE ACRES OR MORE IN SIZE	P	P	P	P	P	1 SPACE PER ACRE
PEDESTRIAN PATHWAYS, TRAILS & GREENWAYS	P	P	P	P	P	N/A
PRIVATE CLUB	P	P	P	P	P	4.37 SPACES PER 1,000 SF OF GROSS FLOOR AREA
PRIVATE RECREATIONAL GROUNDS AND FACILITIES NOT OPEN TO THE PUBLIC, IN WHICH NO ADMISSION CHARGE IS MADE	P	P	P	P	P	4.37 SPACES PER 1,000 SF OF GROSS FLOOR AREA

USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
INSTITUTIONAL						
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	N/A
NURSING CARE FACILITY	-	P	P	P	P	1 SPACE PER 3 DWELLING UNITS
PLACES OF WORSHIP	P	P	P	P	P	1.25 SPACE PER 4 SEATS OR 6 LINEAR FEET OF PEW
PERSONAL WIRELESS TELECOMMUNICATION FACILITIES	P	P	P	P	P	N/A
PRE-SCHOOL (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	N/A
PRE-SCHOOL (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)	-	P	P	P	P	1 SPACE PER 2 EMPLOYEES, PLUS 2 ADDITIONAL PARKING SPACES, PLUS 1 LOADING SPACE PER 8 CLIENTS
PRIVATE EDUCATIONAL INSTITUTION HAVING A CURRICULUM SIMILAR TO THE PUBLIC SCHOOLS, GRADES K-12	P	P	P	P	P	EXCEPT HIGH SCHOOL: 1 SPACE PER 3 EMPLOYEES, PLUS 5 SPACES, HIGH SCHOOL: 1 SPACE PER 5 STUDENTS
PUBLIC SCHOOL, GRADES K-12	P	P	P	P	P	EXCEPT HIGH SCHOOL: 1 SPACE PER 3 EMPLOYEES, PLUS 5 SPACES, HIGH SCHOOL: 1 SPACE PER 5 STUDENTS
SCHOOLS OF HIGHER EDUCATION, COMMUNITY COLLEGES, OFF CAMPUS FACILITIES	-	-	P	P	P	1 SPACE PER 5 STUDENTS
USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
ACCESSORY USES						
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	N/A
HOME OCCUPATION	P	P	-	-	P	N/A
SOLAR	C	C	C	C	C	N/A
USE	RESIDENTIAL	RESIDENTIAL FLEX (2)	COMMERCIAL NEIGHBORHOOD (2)	COMMERCIAL GENERAL (3)	COMMERCIAL FLEX (3)	PARKING REQUIREMENTS
TEMPORARY USES						
CONSTRUCTION EQUIPMENT AND SUPPLY TRAILER, TEMPORARY	P	P	P	P	P	N/A
CONSTRUCTION FIELD OFFICE, TEMPORARY	C	C	C	C	C	N/A
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	N/A

NOTES

- 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 4,000 SQ. FT. OF OPEN AREA AND EACH SMALL SIZED ANIMAL (FULLY GROWN) SHALL HAVE 500 SQ. FT. OF OPEN AREA. THE AREA OF STABLES, BARNs AND PENS ACCESSIBLE TO REGULATE ANIMALS MAY COUNT TOWARDS THE OPEN AREA REQUIREMENTS. NO ANIMAL SHALL BE KEPT, CORRALLED, PENNED, OR RAISED WITHIN 100' FROM ANY PRE-EXISTING RESIDENTIAL DWELLING LOCATED ON AN ADJOINING LOT. 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.
- IN ADDITION TO THOSE LISTED ABOVE, ALL USES PERMITTED IN THE CITY OF GRANTSVILLE C-S DISTRICT SHALL BE PERMITTED IN THE RESIDENTIAL FLEX AND COMMERCIAL NEIGHBORHOOD ZONING OVERLAY DISTRICTS. DEVELOPMENT STANDARDS FOR COMMERCIAL USES, INCLUDING MINIMUM LOT SIZE AND SETBACKS, WILL FOLLOW THE C-S DISTRICT.
- IN ADDITION TO THOSE LISTED ABOVE, ALL USES PERMITTED IN THE CITY OF GRANTSVILLE C-G DISTRICT SHALL BE PERMITTED IN THE COMMERCIAL GENERAL AND COMMERCIAL FLEX ZONING OVERLAY DISTRICTS. DEVELOPMENT STANDARDS FOR COMMERCIAL USES, INCLUDING MINIMUM LOT SIZE AND SETBACKS, WILL FOLLOW THE C-G DISTRICT.
- A 50-FOOT LANDSCAPE BUFFER SHALL BE REQUIRED BETWEEN RESIDENTIAL AND COMMERCIAL USES.

DEFINITIONS

- GREEN COURT HOME - A CONFIGURATION OF REAR-LOADED SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS WHERE THE FRONT DOOR FACES ONTO A COMMON GREEN SPACE.
- COTTAGE HOME - A CONFIGURATION OF SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS SHARING A COMMON PRIVATE ACCESS DRIVE.
- SINGLE FAMILY ATTACHED DWELLING - A BUILDING CONTAINING THREE OR MORE DWELLINGS THAT HAVE AT LEAST ONE SHARED WALL AND EXIST ON SEPARATE LOTS.
- TWIN HOME DWELLING - A BUILDING CONTAINING TWO DWELLINGS THAT HAVE A SHARED WALL AND EXIST ON SEPARATE LOTS.
- TWO FAMILY DWELLING - A BUILDING CONTAINING TWO DWELLINGS THAT HAVE A SHARED WALL AND EXIST ON THE SAME LOT.
- OFFICE FLEX - A TYPE OF DEVELOPMENT DESIGNED TO BE VERSATILE, WHICH MAY INCLUDE A COMBINATION OF USES INCLUDING, BUT NOT LIMITED TO, OFFICE, RESEARCH AND DEVELOPMENT, QUASI-RETAIL SALES, WHOLESALE OPERATIONS, CRAFT MANUFACTURING, WAREHOUSE, AND/OR DISTRIBUTION USES.

LEGEND

- P PERMITTED USE
- USE NOT PERMITTED
- C CONDITIONAL USE



PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

SUBMITTAL DATE:

7/18/2024

REVISION DATE:

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1/14/2025

2/26/2025

SHEET TITLE

LAND USE MATRIX

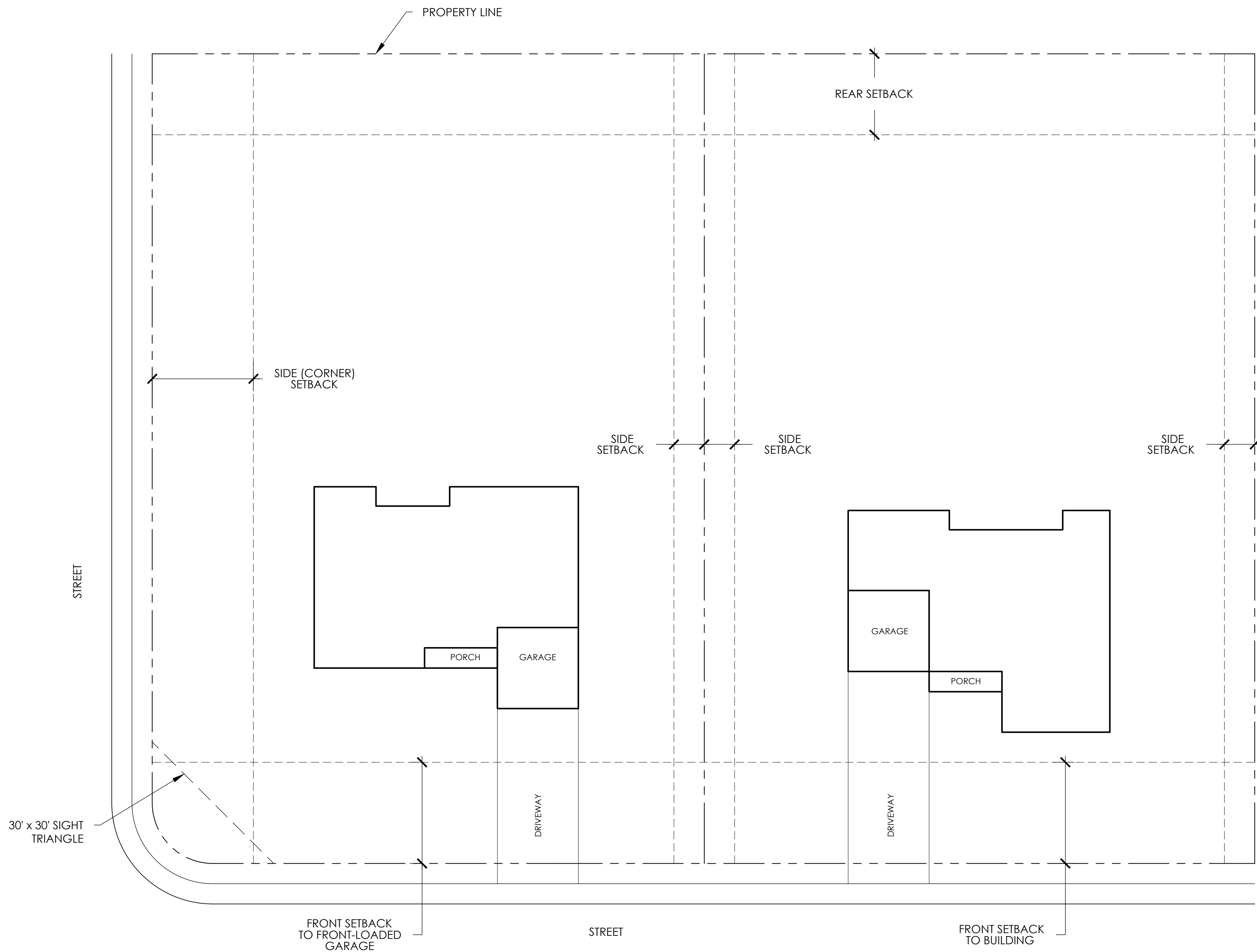
SHEET NUMBER

5

SHEET 5 OF 17

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DESERET
ZONING OVERLAY DISTRICT



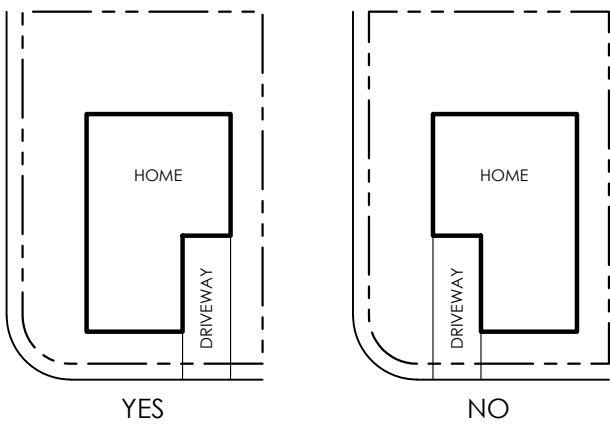
FRONT-LOADED SINGLE FAMILY DETACHED ESTATE DWELLING TYPICAL

DEVELOPMENT STANDARDS	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY DETACHED ESTATE DWELLING (FRONT-LOADED & SIDE-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	0.25 AC
MINIMUM LOT FRONTAGE / WIDTH	90'
MINIMUM BUILDING WIDTH	50'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	25'
FRONT SETBACK TO FRONT-LOADED GARAGE	25'
SIDE SETBACK	7.5'
REAR SETBACK	20'
SIDE (CORNER) SETBACK (3)	25'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	25'
SIDE SETBACK	3'
REAR SETBACK	5'
SIDE (CORNER) SETBACK	25'

- NOTES:
- BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
 - ACCESSORY BUILDINGS MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
 - BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
 - SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

ADDITIONAL NOTES FOR THIS SHEET

- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
- B. HOMES LOCATED ON A CORNER SHALL BE HANDED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.



DISCLAIMER: TYPICALS ARE INTENDED TO ILLUSTRATE DEVELOPMENT STANDARDS ONLY AND DO NOT REPRESENT A SPECIFIC SITE PLAN.

PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

SUBMITTAL DATE:
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SHEET TITLE

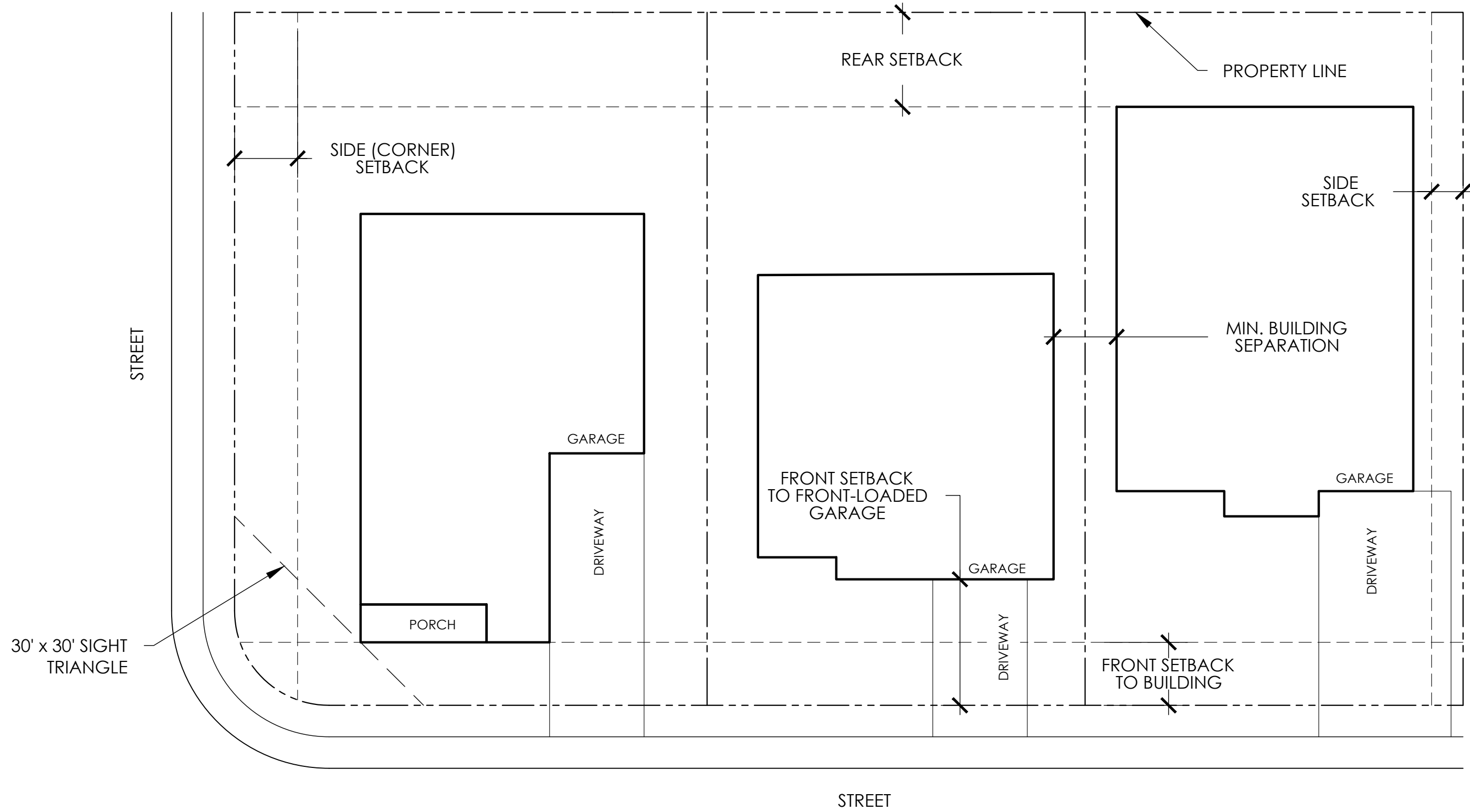
DEVELOPMENT
STANDARDS
SINGLE FAMILY DETACHED
ESTATE DWELLINGS

SHEET NUMBER

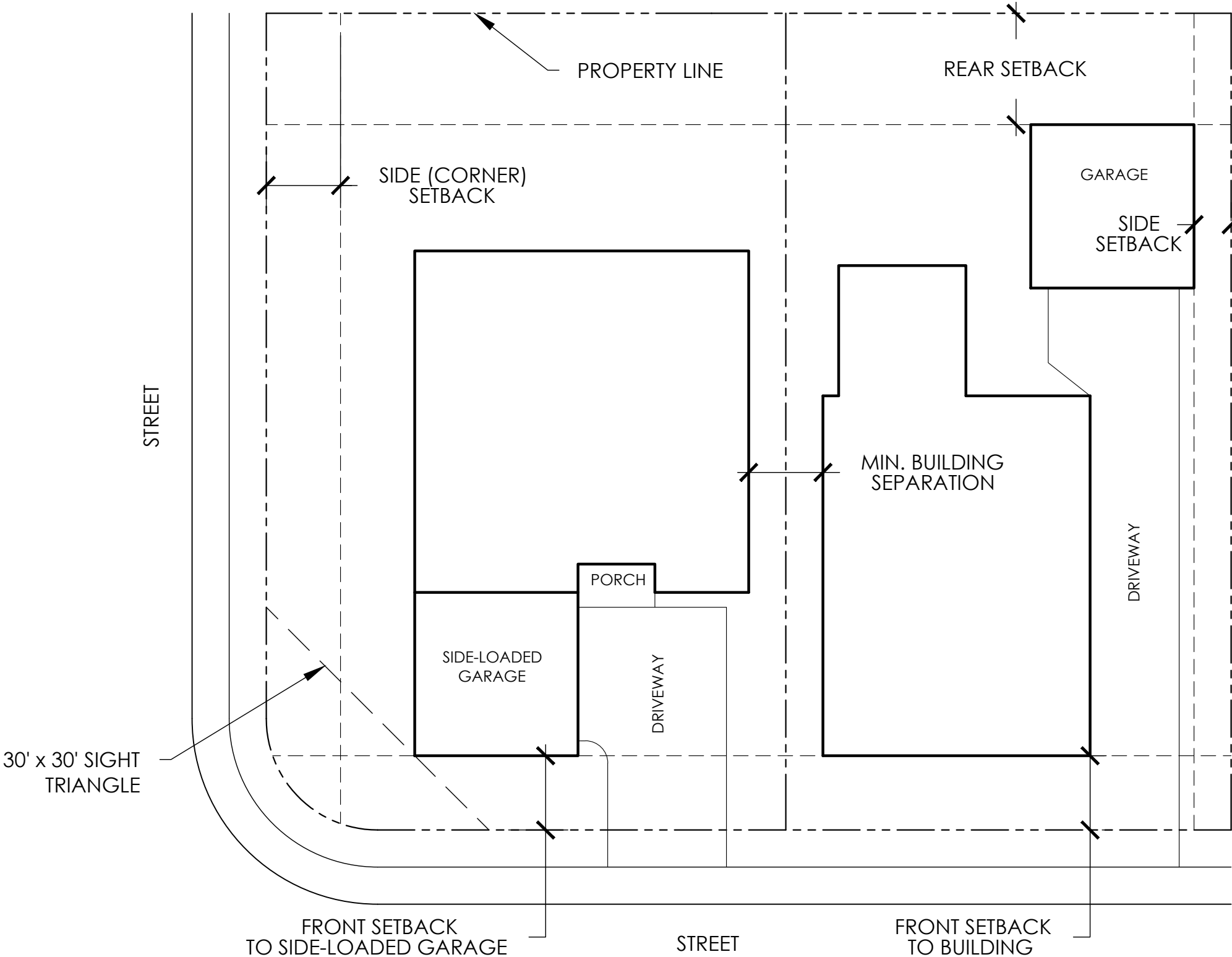
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SHEET 6 OF 17

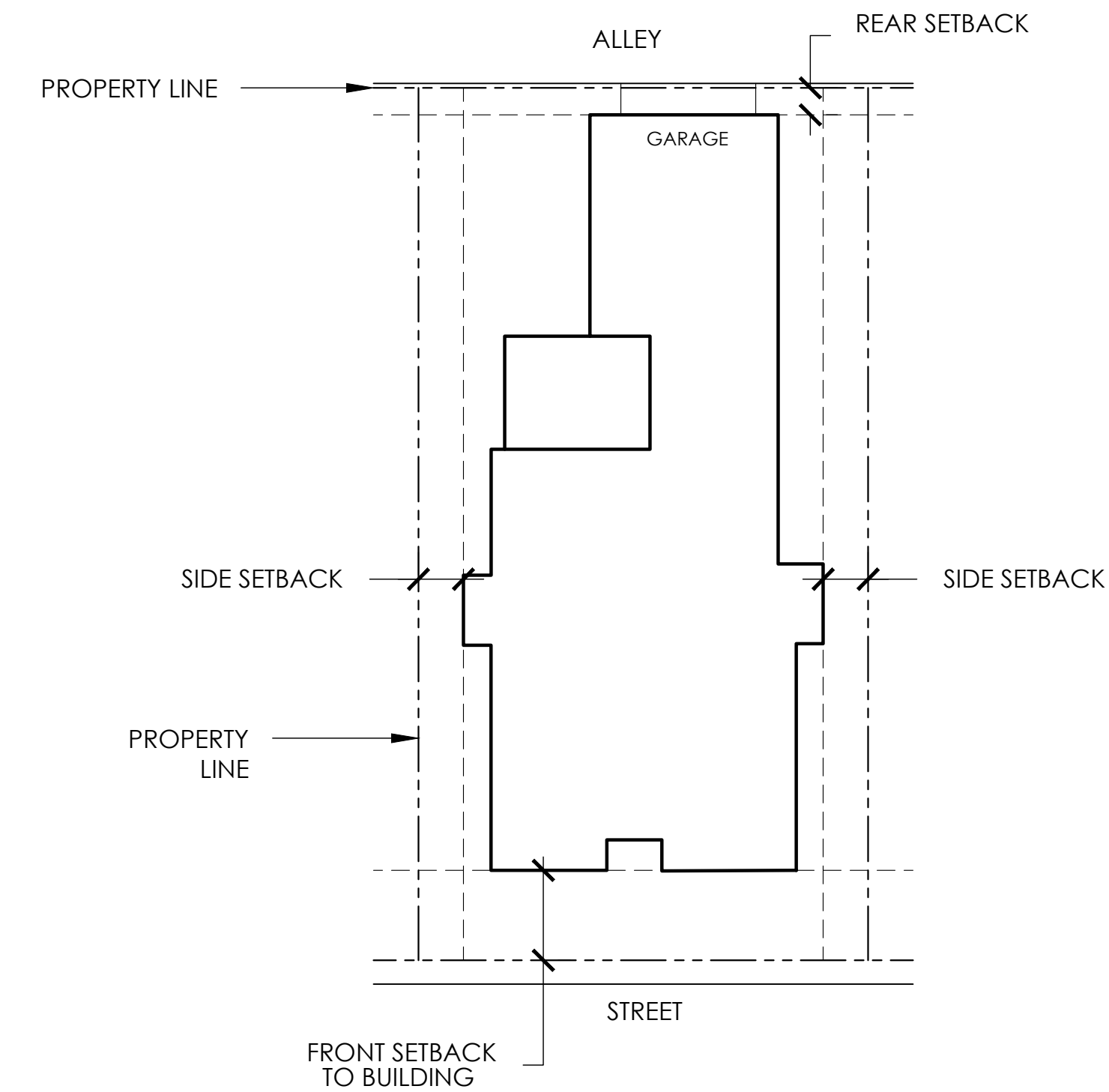
DESERET
ZONING OVERLAY DISTRICT



A. FRONT-LOADED SINGLE FAMILY DETACHED DWELLING TYPICAL



A. SIDE AND DETACHED GARAGE SINGLE FAMILY
DETACHED DWELLING TYPICAL



B. ALLEY-LOADED SINGLE FAMILY DETACHED
DWELLING TYPICAL

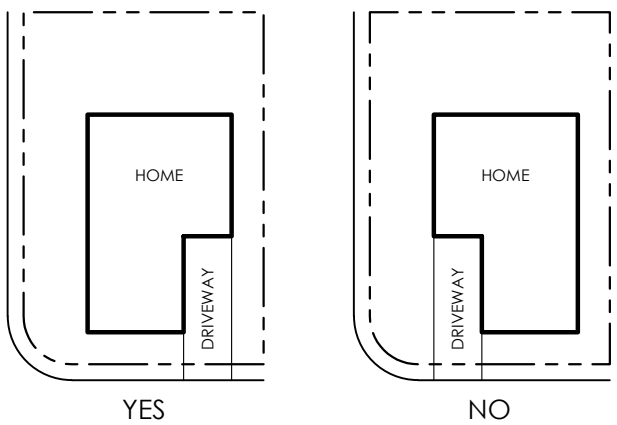
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DEVELOPMENT STANDARDS TABLE A	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY DETACHED DWELLING (FRONT-LOADED & SIDE-LOADED)	
STANDARDS	MINIMUM LOT SIZE
	4,500
	MINIMUM LOT FRONTAGE / WIDTH
	45'
	MINIMUM BUILDING WIDTH
	35'
PRINCIPAL USE	MAXIMUM HEIGHT
	35'
	FRONT SETBACK TO BUILDING
	10'
	FRONT SETBACK TO FRONT-LOADED GARAGE
	25'
	FRONT SETBACK TO SIDE-LOADED GARAGE
	10'
	SIDE SETBACK
	5'
	MIN. BUILDING SEPARATION (1)
	10'
	REAR SETBACK
	15'
ACCESSORY USE	SIDE (CORNER) SETBACK (3)
	10'
	MAXIMUM HEIGHT
	15'
	FRONT SETBACK (2)
	20'
	SIDE SETBACK
	3'
	REAR SETBACK
	5'
	SIDE (CORNER) SETBACK
	15'
	SIDE (CORNER) SETBACK TO FRONT-LOADED GARAGE
	20'

- NOTES:**
1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
 2. ACCESSORY BUILDINGS MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
 3. BUILDINGS MAY NOT ENCR OACH ON SIGHT TRIANGLE.
 4. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

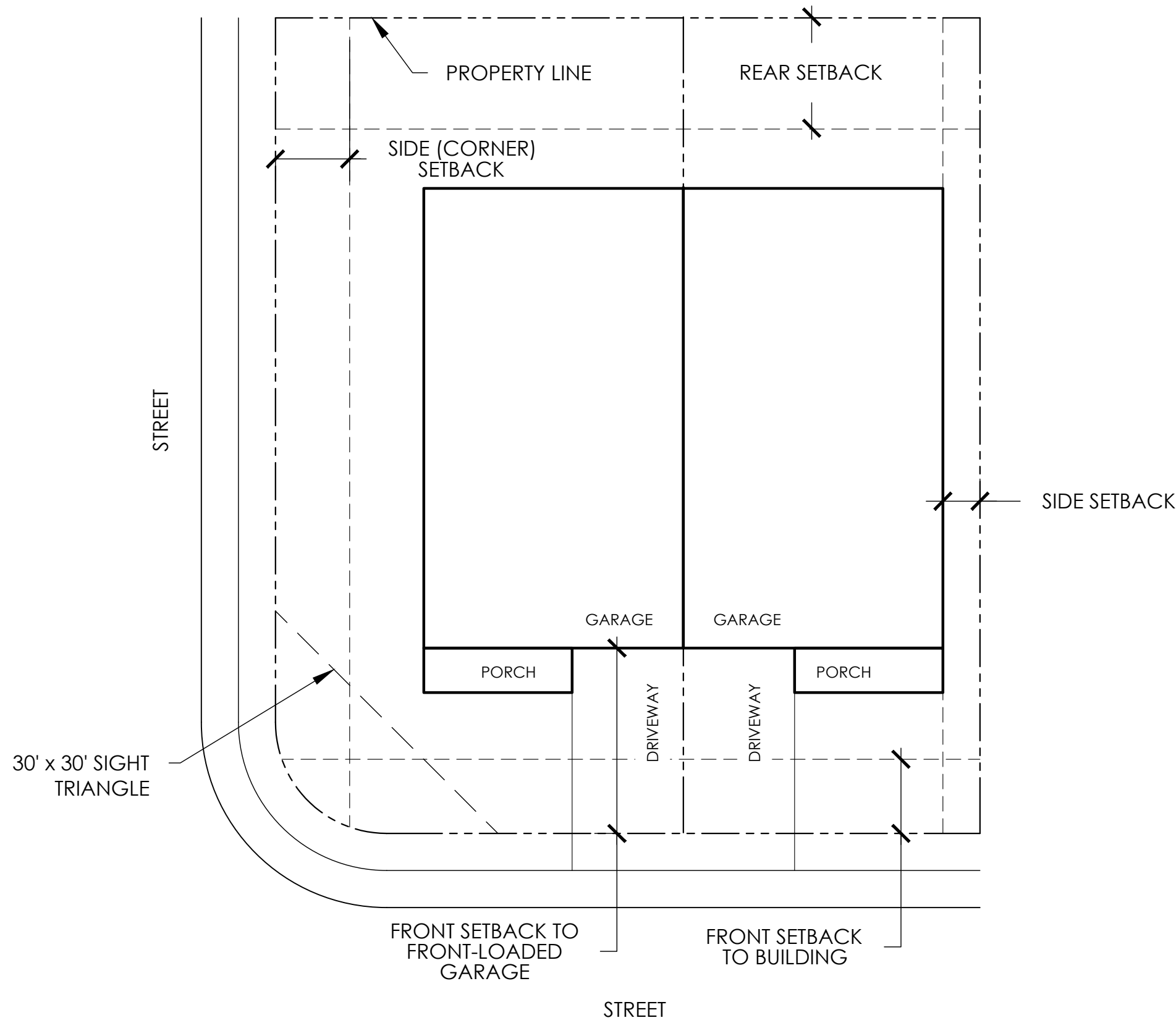
ADDITIONAL NOTES FOR THIS SHEET

- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
- B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
- C. HOMES LOCATED ON A CORNER SHALL BE HANDED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.

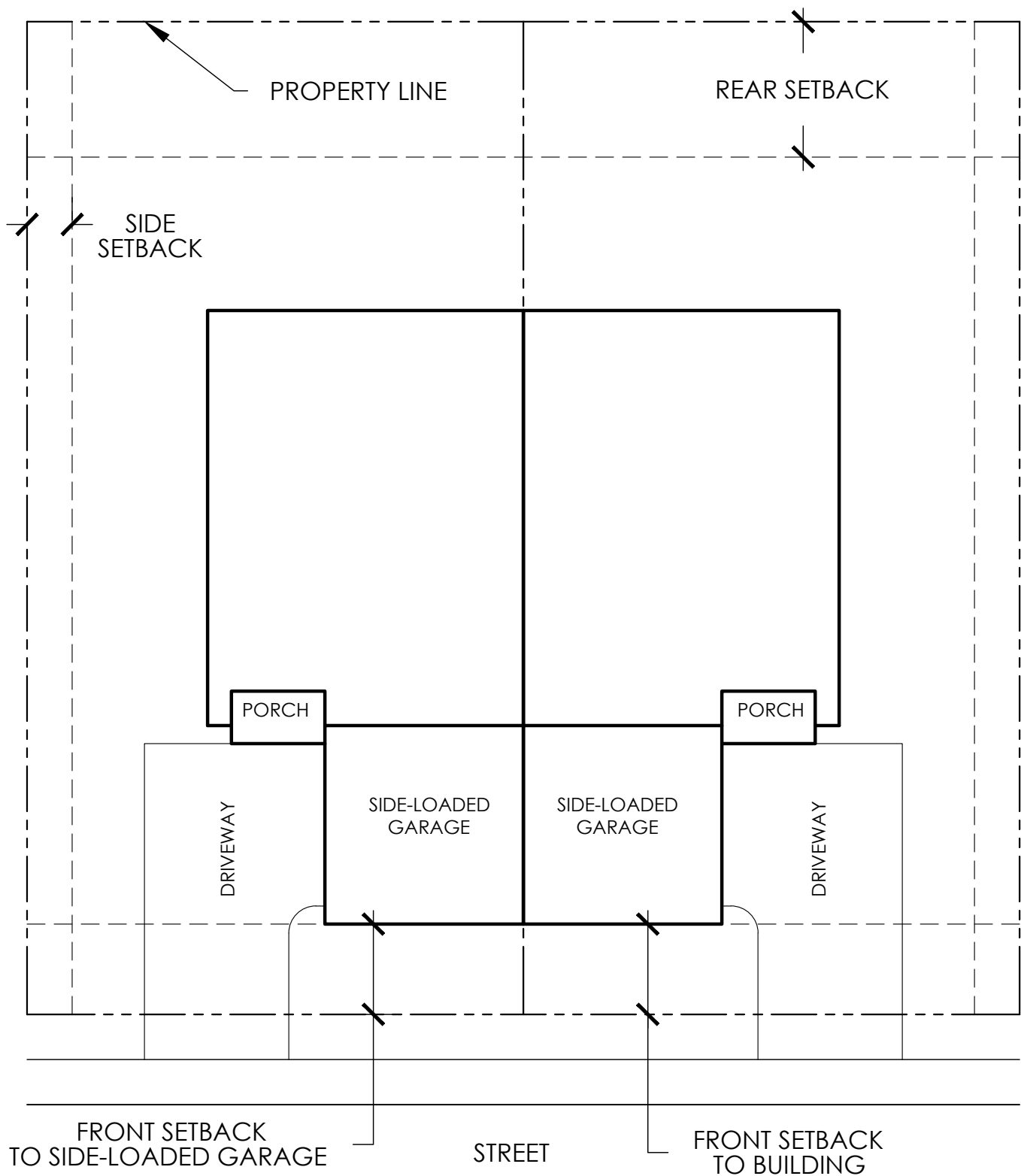


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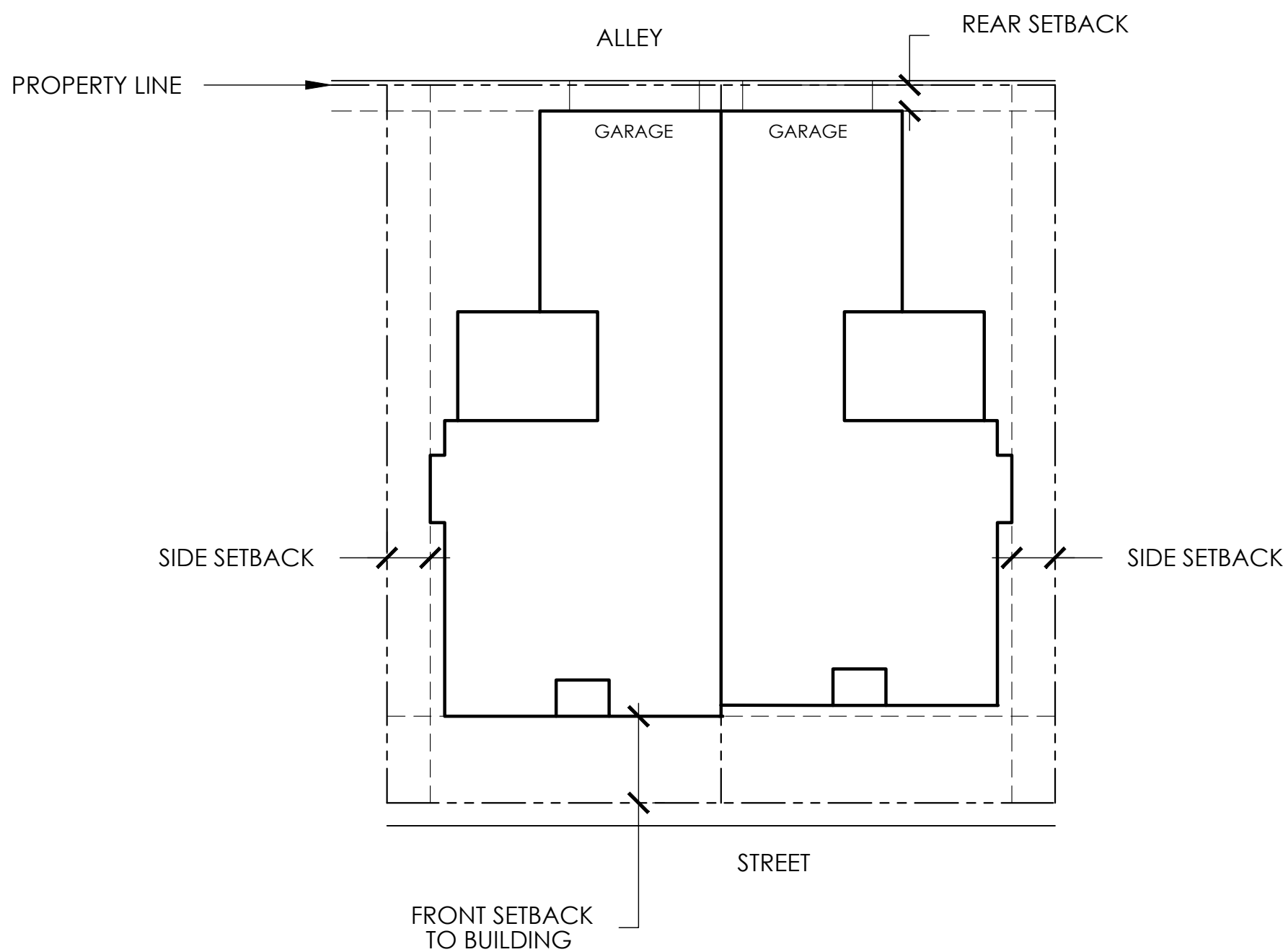
DESERET
ZONING OVERLAY DISTRICT



A. TWIN HOME / TWO FAMILY DWELLING (FRONT-LOADED)



A. TWIN HOME / TWO FAMILY DWELLING (SIDE-LOADED)



B. TWIN HOME / TWO FAMILY DWELLING (ALLEY-LOADED)

DEVELOPMENT STANDARDS TABLE A		
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX		
TWIN HOME / TWO FAMILY DWELLING (FRONT-LOADED & SIDE-LOADED)		
STANDARDS	MINIMUM LOT SIZE	4,000
	MINIMUM LOT FRONTAGE / WIDTH	40'
	MINIMUM BUILDING WIDTH PER UNIT	30'
PRINCIPAL USE	MAXIMUM HEIGHT	35'
	FRONT SETBACK TO BUILDING	10'
	FRONT SETBACK TO FRONT-LOADED GARAGE	25'
	FRONT SETBACK TO SIDE-LOADED GARAGE	10'
	SIDE SETBACK	5'
	MIN. BUILDING SEPARATION (1)	10'
	REAR SETBACK	15'
	SIDE (CORNER) SETBACK (3)	10'
ACCESSORY USE	MAXIMUM HEIGHT	15'
	FRONT SETBACK (2)	20'
	SIDE SETBACK	3'
	REAR SETBACK	3'
	SIDE (CORNER) SETBACK	15'
	SIDE (CORNER) SETBACK TO FRONT-LOADED GARAGE	20'

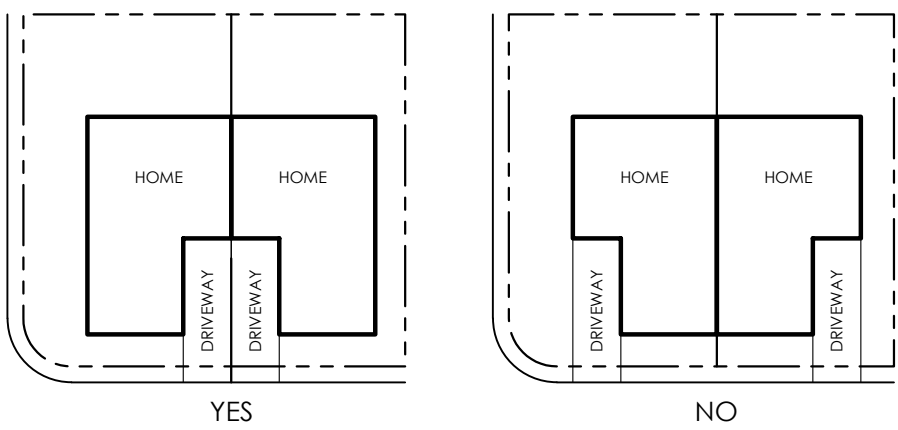
NOTES:
1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
3. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
4. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

DEVELOPMENT STANDARDS TABLE B		
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX		
TWIN HOME / TWO FAMILY DWELLING (ALLEY-LOADED)		
STANDARDS	MINIMUM LOT SIZE	2,400
	MINIMUM LOT FRONTAGE / WIDTH	30'
	MINIMUM BUILDING WIDTH PER UNIT	22'
PRINCIPAL USE	MAXIMUM HEIGHT	35'
	FRONT SETBACK TO BUILDING	10'
	SIDE SETBACK	5'
	MIN. BUILDING SEPARATION (1)	10'
	REAR SETBACK (3)	5'
	SIDE (CORNER) SETBACK (4)	10'
ACCESSORY USE	MAXIMUM HEIGHT	15'
	FRONT SETBACK (2)	20'
	SIDE SETBACK	3'
	REAR SETBACK	3'
	SIDE (CORNER) SETBACK	15'

NOTES:
1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
3. APRONS SHALL BE 5 FEET AND DRIVEWAYS SHALL BE 25 FEET IN LENGTH AS MEASURED FROM THE PROPERTY LINE. ALL OTHER APRON OR DRIVEWAY LENGTHS ARE NOT PERMITTED.
4. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
5. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

ADDITIONAL NOTES FOR THIS SHEET

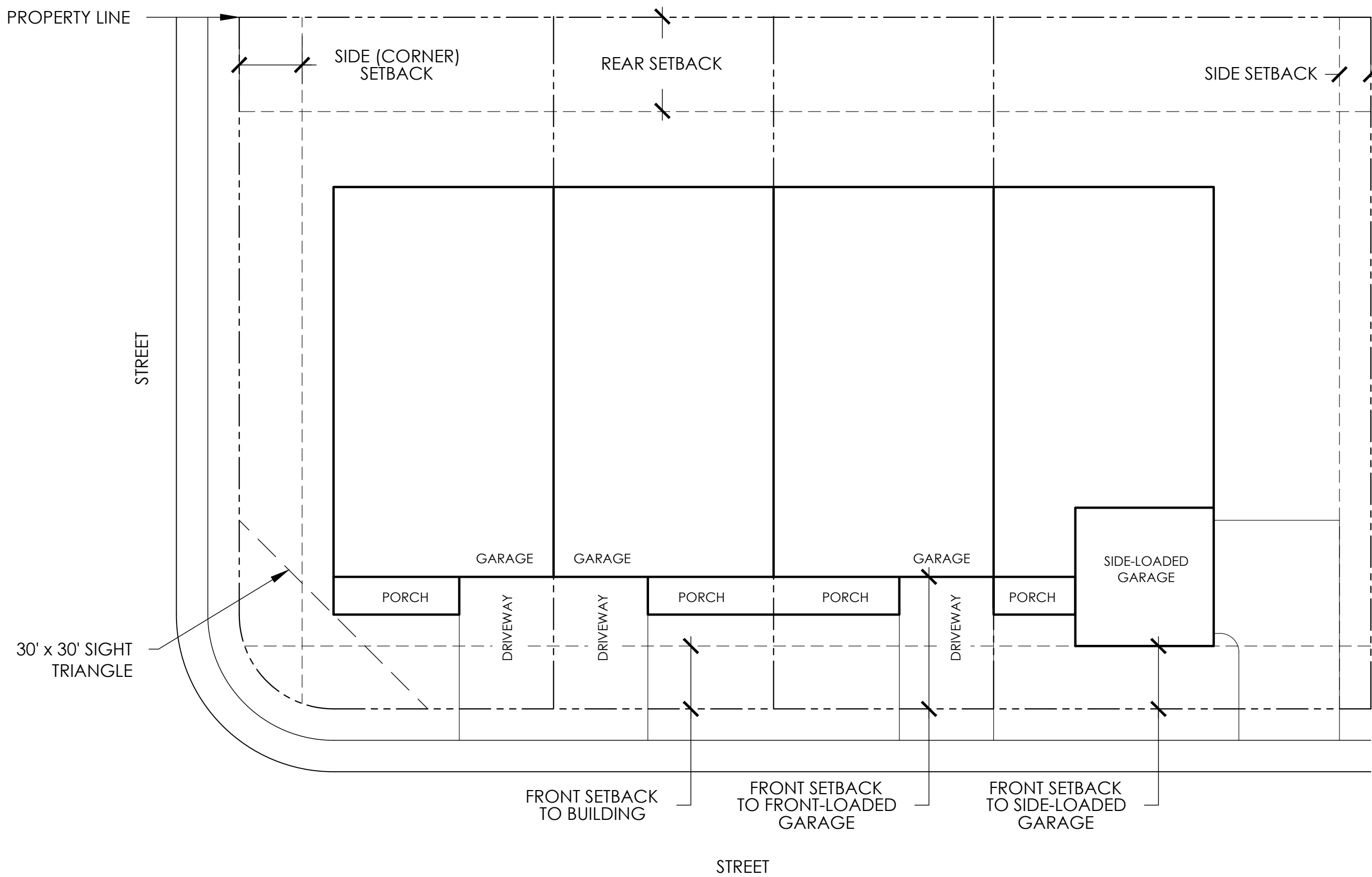
- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
B. HOMES LOCATED ON A CORNER SHALL BE HANDLED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.



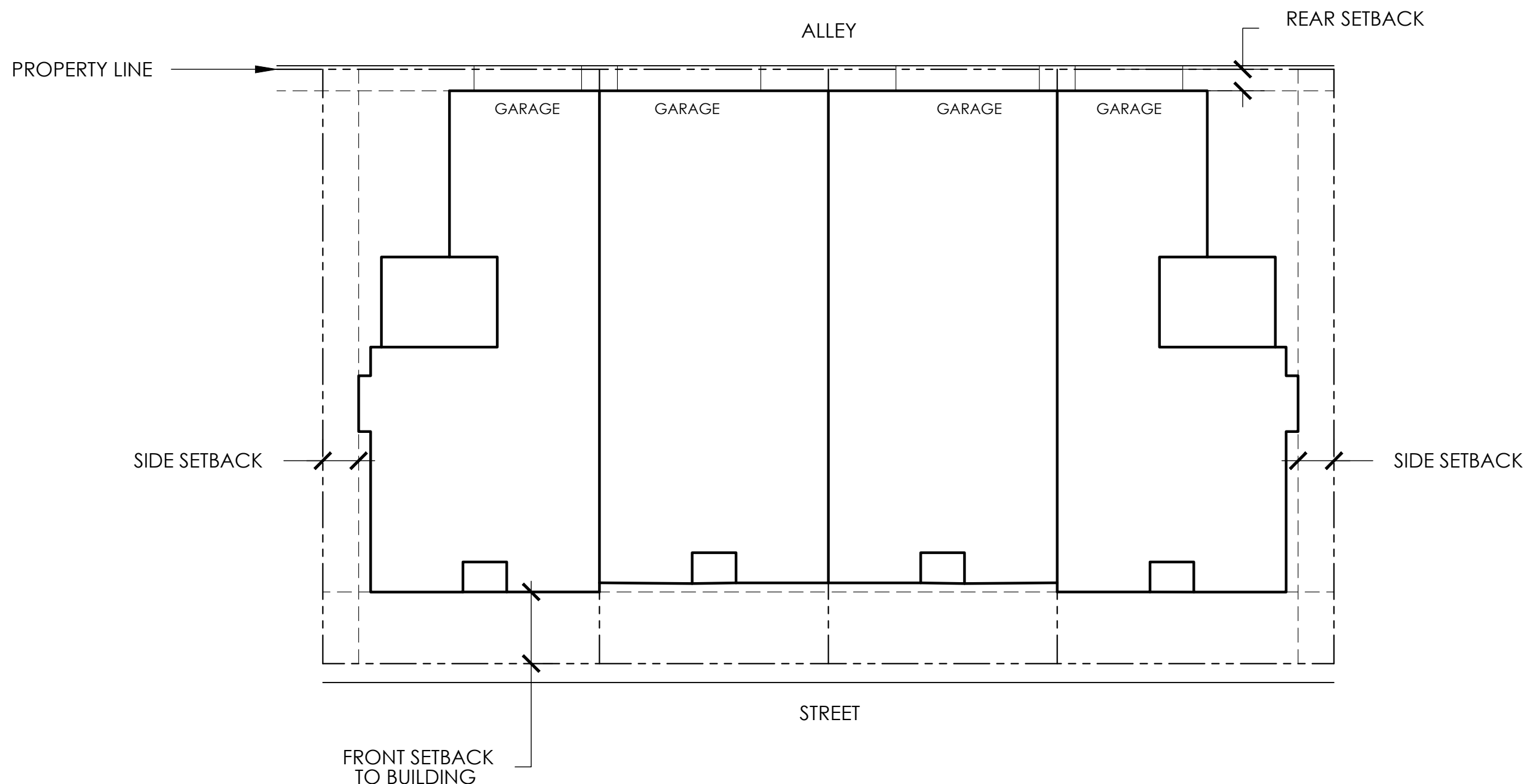
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DESERET
ZONING OVERLAY DISTRICT



A. SINGLE FAMILY ATTACHED DWELLING (FRONT-LOADED)



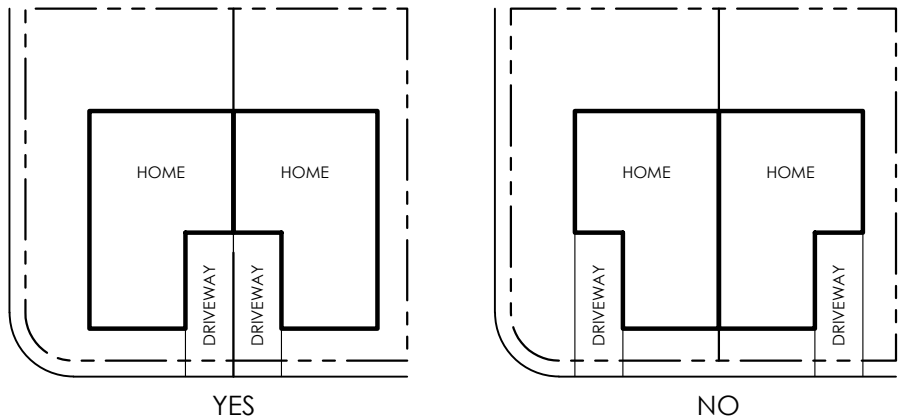
B. SINGLE FAMILY ATTACHED DWELLING (ALLEY-LOADED)

DEVELOPMENT STANDARDS TABLE A	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY ATTACHED DWELLING (FRONT-LOADED & SIDE-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	2,400
MINIMUM LOT FRONTAGE / WIDTH	30'
MINIMUM BUILDING WIDTH PER UNIT	30'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
FRONT SETBACK TO FRONT-LOADED GARAGE	25'
FRONT SETBACK TO SIDE-LOADED GARAGE	10'
SIDE SETBACK	5'
MIN. BUILDING SEPARATION (1)	10'
REAR SETBACK	15'
SIDE (CORNER) SETBACK (3)	10'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	20'
SIDE SETBACK	3'
REAR SETBACK	3'
SIDE (CORNER) SETBACK	15'
SIDE (CORNER) SETBACK TO FRONT-LOADED GARAGE	20'

NOTES:
1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
3. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
4. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

ADDITIONAL NOTES FOR THIS SHEET

- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.
B. HOMES LOCATED ON A CORNER SHALL BE HANDED WITH THE DRIVEWAY FURTHEST FROM THE INTERSECTION. SEE DIAGRAM BELOW.



DEVELOPMENT STANDARDS TABLE B	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY ATTACHED DWELLING (ALLEY-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	2,400
MINIMUM LOT FRONTAGE / WIDTH	22'
MINIMUM BUILDING WIDTH PER UNIT	22'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
SIDE SETBACK	5'
MIN. BUILDING SEPARATION (1)	10'
REAR SETBACK (3)	5'
SIDE (CORNER) SETBACK (4)	10'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	20'
SIDE SETBACK	3'
REAR SETBACK	3'
SIDE (CORNER) SETBACK	15'

NOTES:
1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
3. APRONS SHALL BE 5 FEET AND DRIVEWAYS SHALL BE 25 FEET IN LENGTH AS MEASURED FROM THE PROPERTY LINE. ALL OTHER APRON OR DRIVEWAY LENGTHS ARE NOT PERMITTED.
4. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
5. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

DISCLAIMER: TYPICALS ARE INTENDED TO ILLUSTRATE DEVELOPMENT STANDARDS ONLY AND DO NOT REPRESENT A SPECIFIC SITE PLAN.



PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

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SHEET TITLE

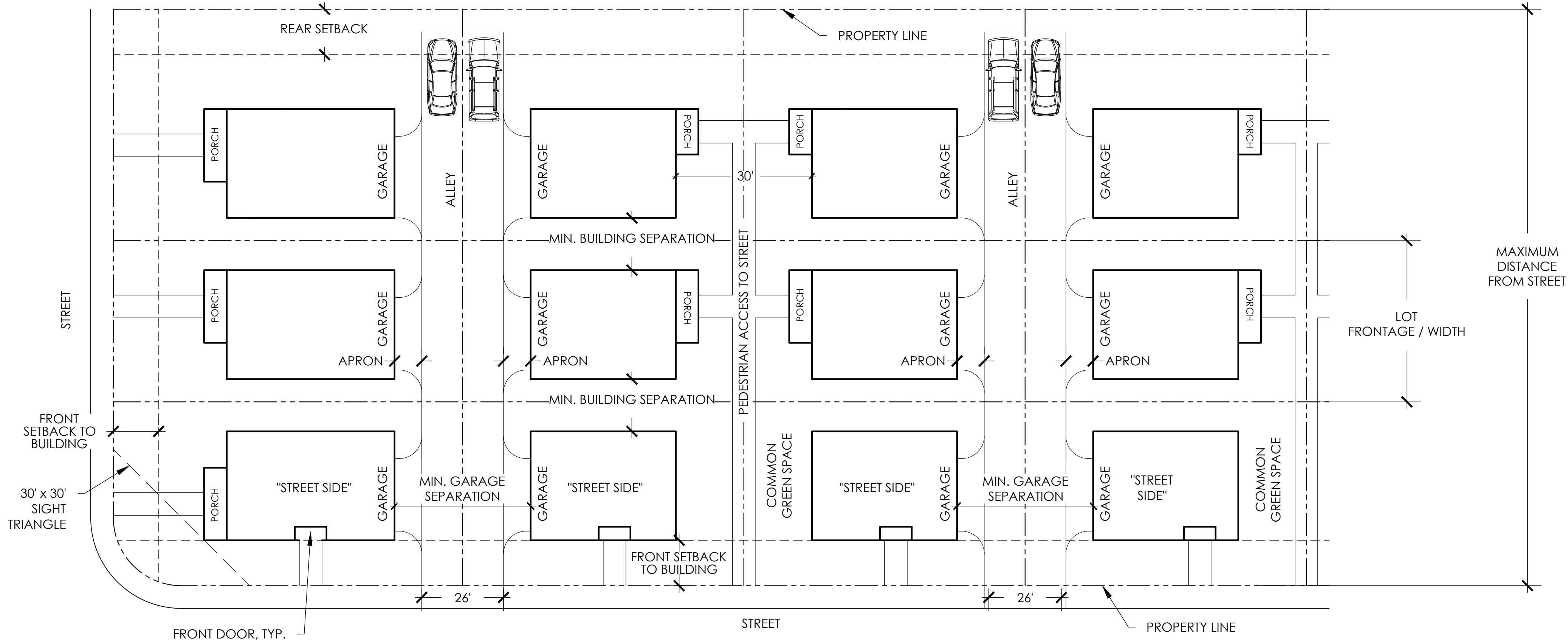
DEVELOPMENT
STANDARDS
SINGLE FAMILY ATTACHED
DWELLINGS

SHEET NUMBER

9

SHEET 9 OF 17

DESERET
ZONING OVERLAY DISTRICT



DEVELOPMENT STANDARDS MATRIX	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
GREEN COURT HOME	
STANDARDS	MINIMUM LOT SIZE
	2,000
	MINIMUM LOT FRONTAGE / WIDTH
	30'
	MINIMUM BUILDING WIDTH
	20'
PRINCIPAL USE	MAXIMUM HEIGHT
	35'
	FRONT SETBACK TO BUILDING
	10'
	MIN. BUILDING SEPARATION (1)
	10'
	MIN. GARAGE SEPARATION
	36'
	REAR SETBACK
	10'
	MAXIMUM DISTANCE FROM STREET
	150'
ACCESSORY USE	MAXIMUM HEIGHT
	15'
	FRONT SETBACK (2)
	20'
	SIDE SETBACK
	3'
	REAR SETBACK
	5'
	SIDE (CORNER) SETBACK
	15'

NOTES:

1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
3. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
4. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

GREEN COURT HOME

A CONFIGURATION OF REAR-LOADED SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS WHERE THE FRONT DOOR FACES ONTO A COMMON GREEN SPACE.

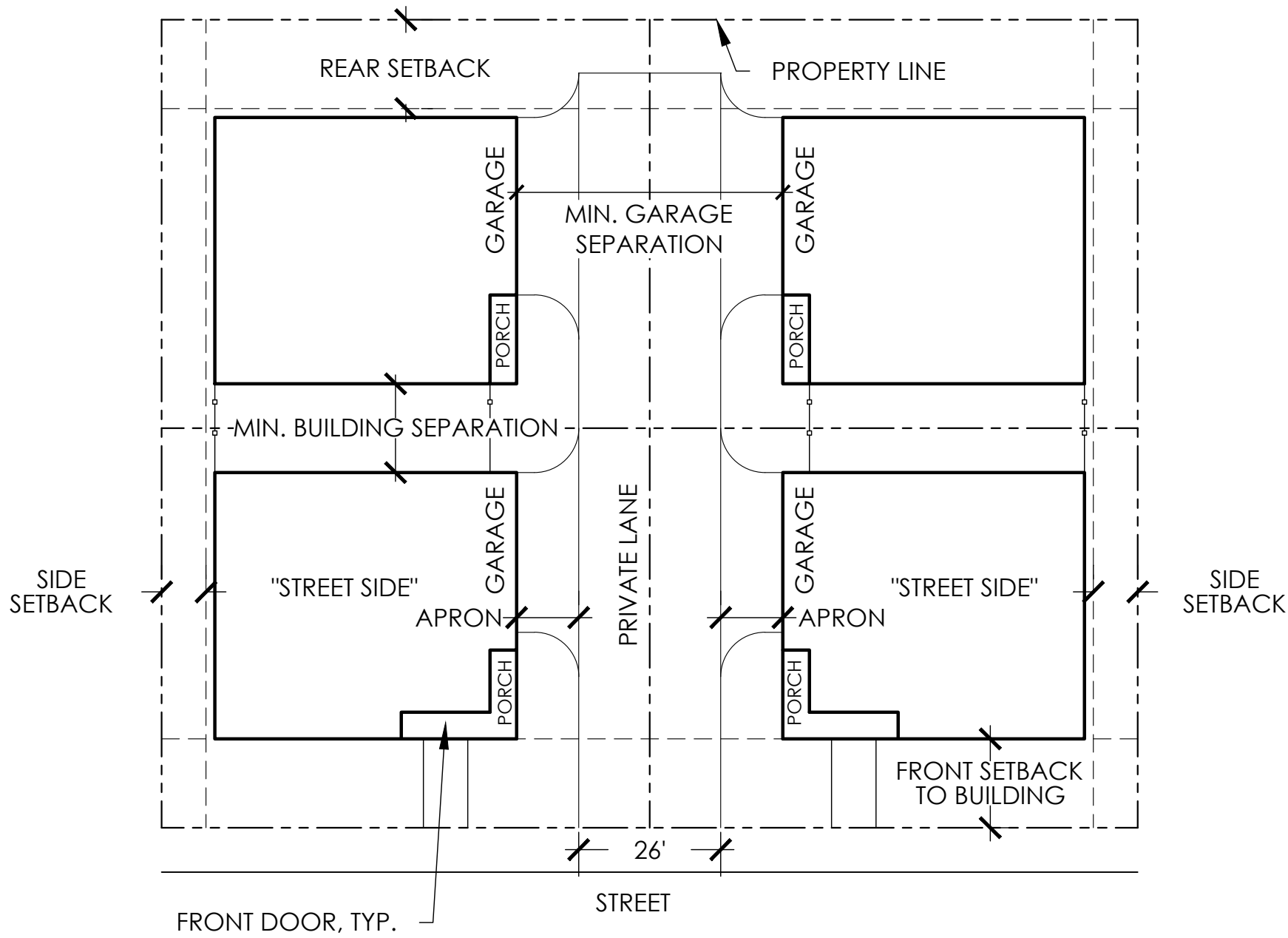
STANDARDS:

- A. THE COMMON GREEN SPACE SHALL BE A MINIMUM OF 30 FEET IN WIDTH AS MEASURED FROM FACE OF BUILDING TO FACE OF BUILDING. FRONT PORCHES MAY ENCROACH INTO THE COMMON GREEN SPACE FIVE (5) FEET.
- B. EACH GREEN COURT DWELLING SHALL HAVE DIRECT FRONTAGE ON AND/OR PEDESTRIAN ACCESS TO A STREET THAT INCLUDES ON-STREET PARKING AND SIDEWALKS ON BOTH SIDES.
- C. THE FRONT, SIDE AND REAR SETBACKS SHALL BE MEASURED FROM THE OUTER LOT LINES OF THE GREEN COURT DEVELOPMENT AND SHALL NOT APPLY TO THE INDIVIDUAL LOTS. THE FRONT SETBACK SHALL BE TO THE LOT LINE ADJACENT TO THE STREET, REAR IS OPPOSITE THE STREET AND SIDES ARE PERPENDICULAR TO THE STREET.
- D. THE ALLEY AND COMMON GREEN SPACE MAY BE LOCATED IN AN EASEMENT ON THE LOTS. A SEPARATE TRACT IS NOT REQUIRED.
- E. THE STREET-FACING FACADE OF "STREET SIDE" HOMES SHALL CONTAIN ARCHITECTURAL ENHANCEMENTS; THEREFORE, "STREET SIDE" HOMES SHALL UTILIZE THE "FRONT SETBACK TO BUILDING" CONDITION.
- F. "STREET SIDE" HOMES SHALL HAVE THE FRONT DOORS FACING THE STREET.

ADDITIONAL NOTES

- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
- B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.

GREEN COURT HOME



COTTAGE HOME

DEVELOPMENT STANDARDS MATRIX	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
COTTAGE HOME	
STANDARDS	MINIMUM LOT SIZE
	2,000
	MINIMUM LOT FRONTAGE / WIDTH
	30'
	MINIMUM BUILDING WIDTH
	20'
PRINCIPAL USE	MAXIMUM HEIGHT
	35'
	FRONT SETBACK TO BUILDING
	10'
	SIDE SETBACK
	5'
	MIN. BUILDING SEPARATION (1)
	10'
	MIN. GARAGE SEPARATION
	36'
	REAR SETBACK
	10'
	SIDE (CORNER) SETBACK (3)
	10'
ACCESSORY USE	MAXIMUM HEIGHT
	15'
	FRONT SETBACK (2)
	20'
	SIDE SETBACK
	3'
	REAR SETBACK
	5'
	SIDE (CORNER) SETBACK
	15'

NOTES:

1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
3. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
4. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

COTTAGE HOME

A CONFIGURATION OF SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS SHARING A COMMON PRIVATE LANE.

STANDARDS:

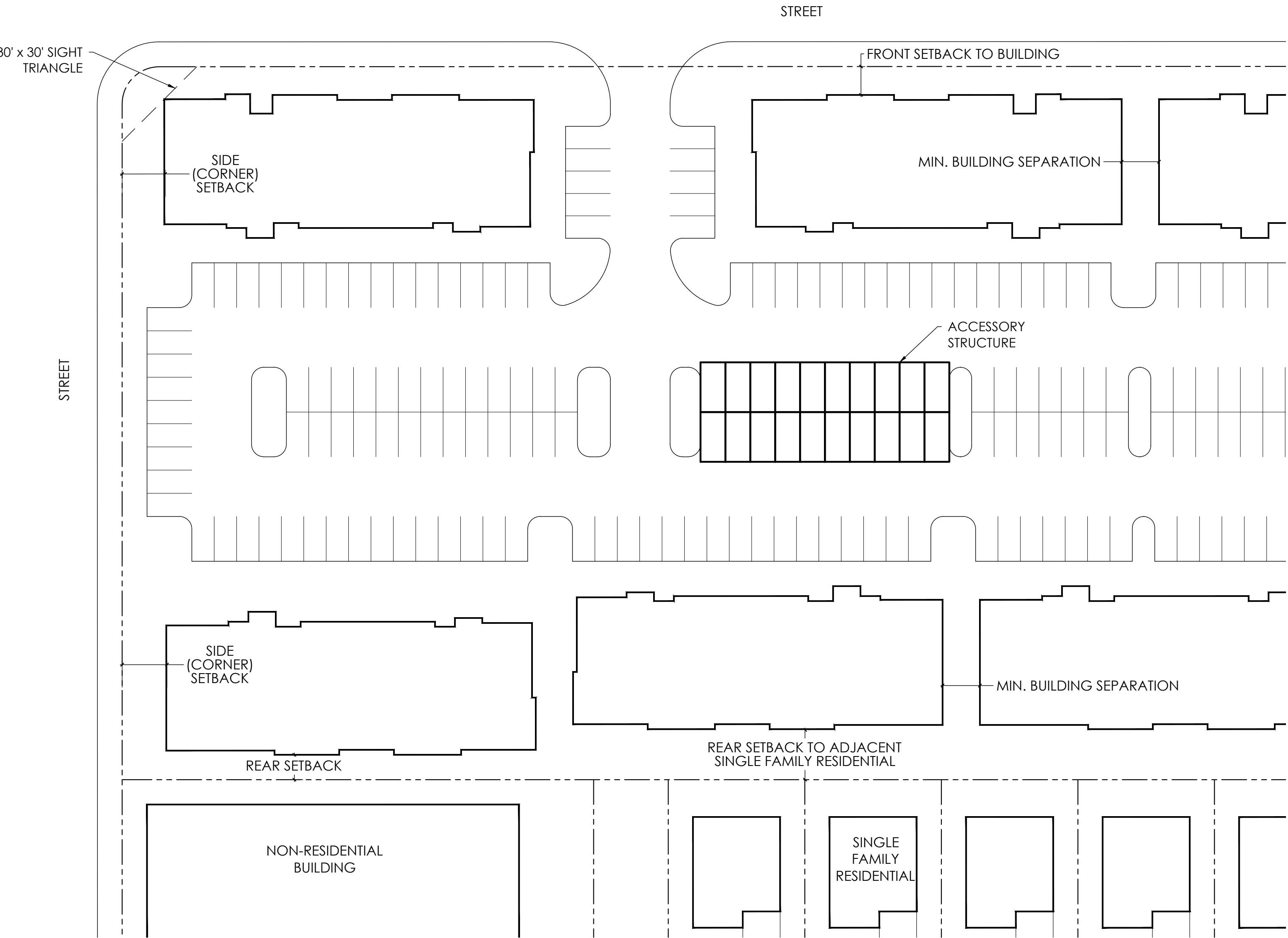
- A. NO MORE THAN FOUR DWELLINGS MAY BE CLUSTERED ONTO A SINGLE PRIVATE LANE.
- B. THE PRIVATE LANE SHALL ACCOMMODATE A FIRE LANE WHEN THE REAR UNITS ARE FURTHER THAN 150 FEET FROM THE PUBLIC ROAD.
- C. ALL GARAGES SHALL RECEIVE ACCESS FROM THE PRIVATE LANE, NOT THE PUBLIC STREET.
- D. THE FRONT, SIDE AND REAR SETBACKS SHALL BE MEASURED FROM THE OUTER LOT LINES OF THE COTTAGE HOME DEVELOPMENT AND SHALL NOT APPLY TO THE INDIVIDUAL LOTS. THE FRONT SETBACK SHALL BE TO THE LOT LINE ADJACENT TO THE STREET, REAR IS OPPOSITE THE STREET AND SIDES ARE PERPENDICULAR TO THE STREET.
- E. THE PRIVATE LANE MAY BE LOCATED IN AN EASEMENT ON THE LOTS. A SEPARATE TRACT IS NOT REQUIRED.
- F. THE STREET-FACING FACADE OF "STREET SIDE" HOMES SHALL CONTAIN ARCHITECTURAL ENHANCEMENTS; THEREFORE, "STREET SIDE" HOMES SHALL UTILIZE THE "FRONT SETBACK TO BUILDING" CONDITION.
- G. "STREET SIDE" HOMES SHALL HAVE THE FRONT DOORS FACING THE STREET.

ADDITIONAL NOTES

- A. ARCHITECTURAL ELEMENTS SUCH AS COVERED PORCHES, WINDOW WELLS, ROOF OVERHANGS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS. FOUNDATION WALLS ARE NOT PERMITTED WITHIN ANY SETBACKS. UNENCLOSED DECKS MAY ENCROACH INTO REAR SETBACKS BUT SHALL BE LOCATED NO CLOSER THAN 10' (TEN FEET) FROM THE REAR PROPERTY LINE BUT SHALL NOT ENCROACH INTO A UTILITY EASEMENT. DECKS SHALL NOT ENCROACH INTO SIDE SETBACK.
- B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.

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DESERET
ZONING OVERLAY DISTRICT



MULTI-FAMILY

DEVELOPMENT STANDARDS MATRIX		
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX		
MULTI-FAMILY DWELLING		
STANDARDS		
MINIMUM LOT SIZE		2,400 SQ. FT. PER UNIT
PRINCIPAL USE		
MAXIMUM HEIGHT (5)		35'
FRONT SETBACK TO BUILDING		25'
SIDE SETBACK		15'
MIN. BUILDING SEPARATION (2)		30'
REAR SETBACK		20'
REAR SETBACK ADJACENT TO SINGLE FAMILY RESIDENTIAL		30'
SIDE (CORNER) SETBACK (7)		25'
ACCESSORY STRUCTURE		
MAXIMUM HEIGHT		20'
FRONT SETBACK (3)		25'
SIDE SETBACK		5'
REAR SETBACK - NON GARAGE		10'
REAR SETBACK - ALLEY LOADED GARAGE		3'
SIDE (CORNER) SETBACK		0'
NOTES:		
1. THE NARROWER DIMENSION OF A LOT SHALL BE THE "LOT WIDTH," AND THE WIDER DIMENSION SHALL BE THE "LOT DEPTH."		
2. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).		
3. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.		
4. SETBACKS ARE MEASURED FROM OVERALL LOT BOUNDARY, NOT INDIVIDUAL BUILDING PADS.		
5. BUILDING HEIGHT IS SUBJECT TO APPROVAL BY THE FIRE DEPARTMENT.		
6. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.		
7. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.		

ADDITIONAL NOTES

- A. ARCHITECTURAL ELEMENTS SUCH AS ROOF OVERHANGS, WINDOW WELLS, FIREPLACES, AND BAY BOX WINDOWS ARE PERMITTED A 24-INCH ENCROACHMENT INTO BUILDING SETBACKS.
- B. BUILDINGS MAY NOT BE LOCATED IN EASEMENTS.

DISCLAIMER: TYPICAL IS INTENDED TO ILLUSTRATE DEVELOPMENT STANDARDS ONLY AND DOES NOT REPRESENT A SPECIFIC SITE PLAN.



PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

SUBMITTAL DATE:

7/18/2024

REVISION DATE:

8/23/2024

1/14/2025

2/26/2025

SHEET TITLE

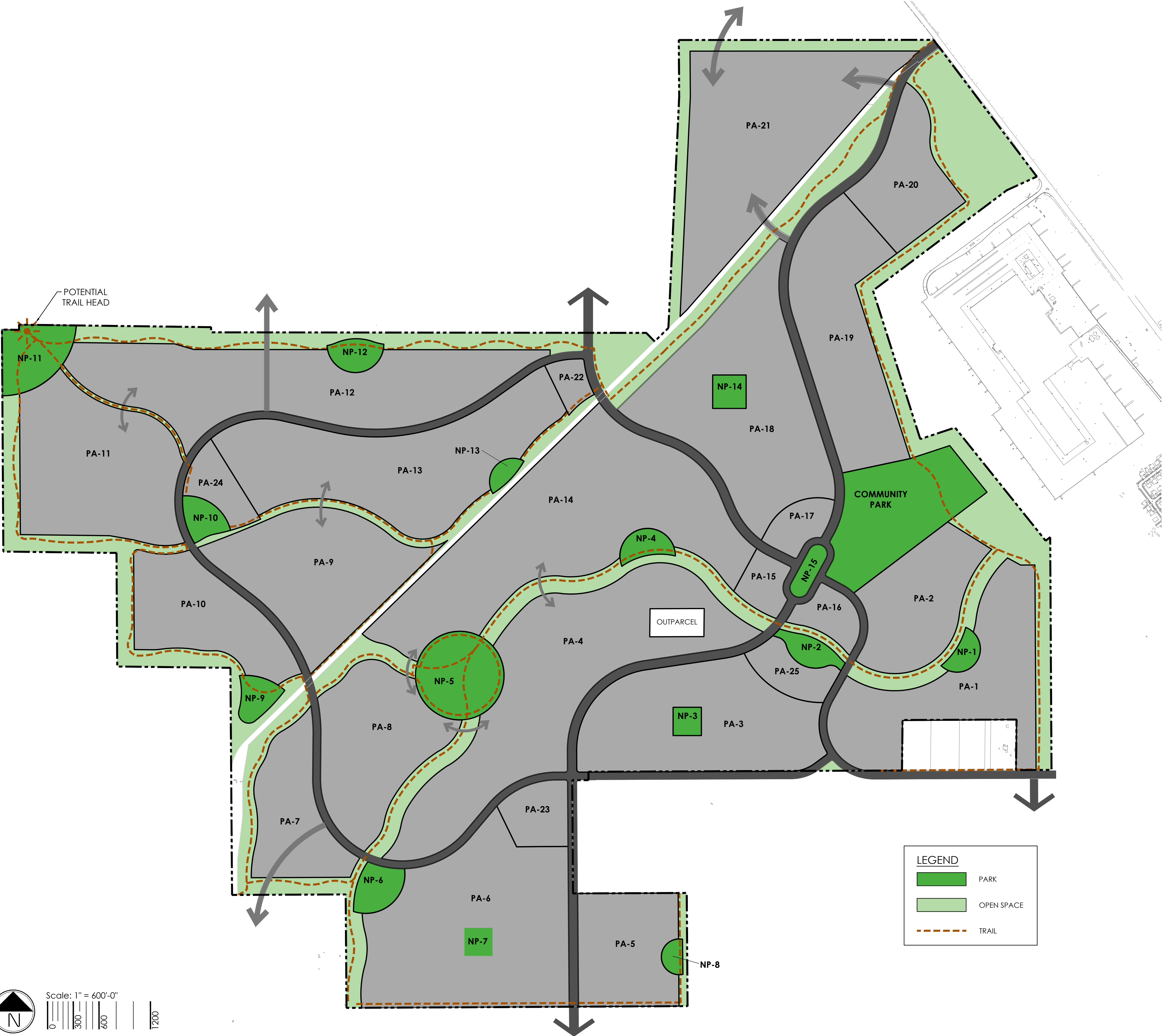
DEVELOPMENT
STANDARDS
MULTI-FAMILY

SHEET NUMBER

11

SHEET 11 OF 17

DESERET
ZONING OVERLAY DISTRICT



A. PARK, OPEN SPACE, REGIONAL DETENTION, AND NATURAL AREAS

THE PARK AND OPEN SPACE PROVIDED IN THIS PLAN WILL BE USED TO MEET THE REQUIRED TEN (10) PERCENT FOR ALL THE FUTURE PRELIMINARY PLANS OR SITE PLANS AND WILL BE RECORDED ON THE FINAL PLATS. TEN (10) PERCENT OPEN SPACE IS NOT REQUIRED IN EACH INDIVIDUAL PLAT BUT MUST BE PROVIDED AND ACCOUNTED FOR ON A COMMUNITY-WIDE BASIS. OPEN SPACE TRACKING CHARTS WILL BE PROVIDED ON EACH SITE PLAN. NO ADDITIONAL OPEN SPACE AREA WILL BE REQUIRED.

IN THE DESIGN OF PARKS, OPEN SPACE, DETENTION, AND NATURAL AREAS SHALL MEET THE RECREATION AND OPEN SPACE GOALS AND POLICIES OF THE CITY OF GRANTSVILLE GENERAL PLAN AND LAND USE CODE. SITE PLANS MAY BE SUBMITTED IN STAGES BY PHASE, AS SUCH, THE DESIGN, APPROVAL, AND LANDSCAPE INSTALLATION OF THESE AREAS WILL OCCUR AS ADJACENT LOTS DEVELOP.

B. MINIMUM PARK REQUIREMENT

A MINIMUM OF 117 ACRES SHALL BE DESIGNATED AS PARK.

C. MINIMUM OPEN SPACE REQUIREMENT

A MINIMUM OF 264 ACRES SHALL BE DESIGNATED AS OPEN SPACE.

STORMWATER FACILITIES INCLUDING CHANNELS AND DETENTION PONDS MAY COUNT TOWARDS OPEN SPACE AND/OR PARKS IF THEY INCLUDE USABLE AMENITIES SUCH AS TRAILS OR INCLUDE ONE OR MORE PLAY ELEMENT LISTED BELOW IN NEIGHBORHOOD PARKS (D.6 OF THIS SHEET).

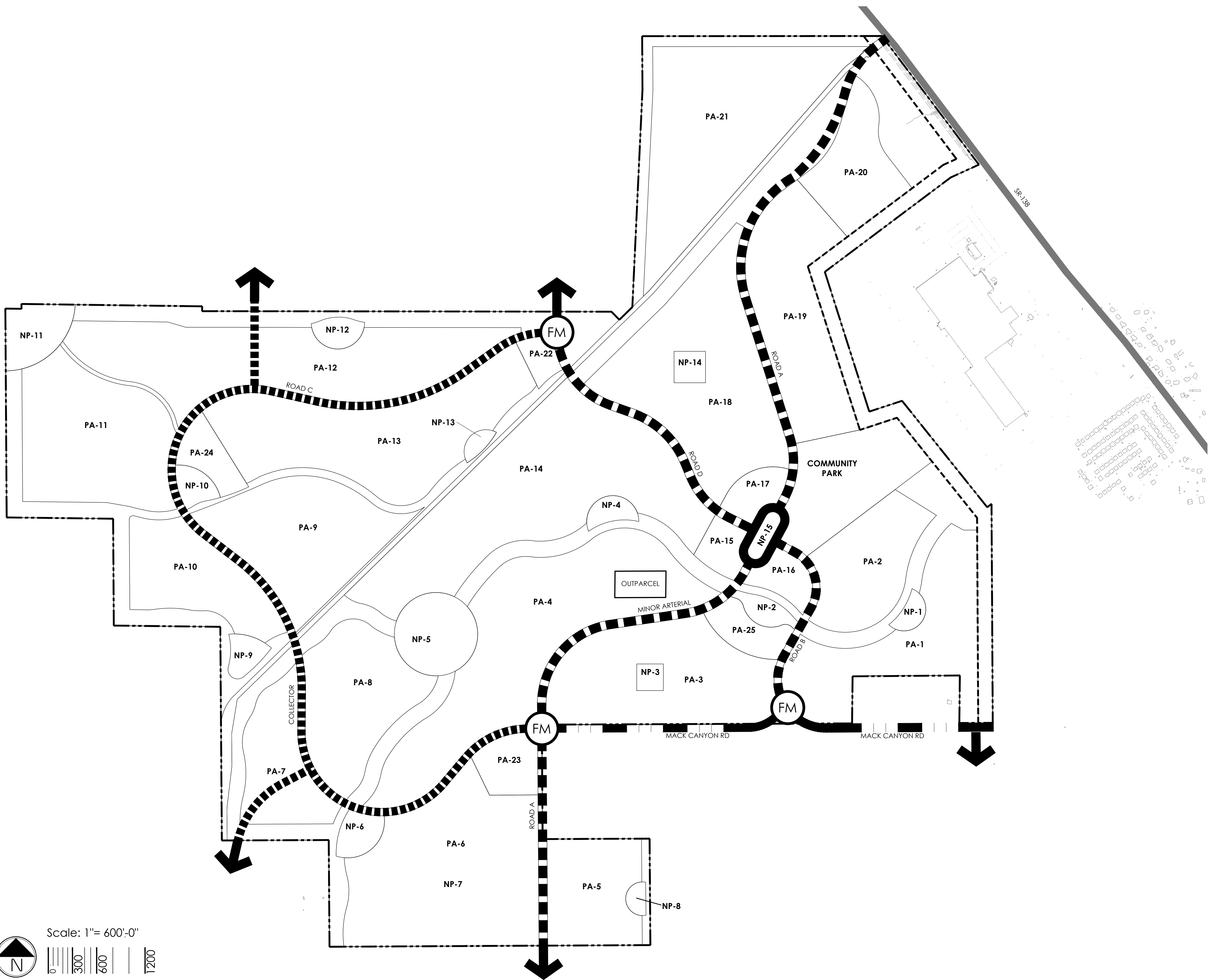
D. NEIGHBORHOOD PARKS

1. NEIGHBORHOOD PARKS MAY VARY IN SIZE FROM 0.5 ACRES TO 25 ACRES. EACH HOME SHALL BE LOCATED WITHIN 1/4 MILE OF A PARK.
2. PARKS WILL BE INCORPORATED INTO EACH PLANNING AREA AND INCLUDED WITH THE SUBDIVISION APPLICATION FOR THE PLANNING AREA IN WHICH IT IS LOCATED.
3. NEIGHBORHOOD PARKS WILL BE CONSTRUCTED PRIOR TO THE COMPLETION OF 50% OF THE LOTS/HOMES IN THE PHASE OF THE SUBDIVISION IN WHICH THEY ARE LOCATED.
4. ANY PARK LESS THAN 10 ACRES WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ASSIGNEES.
5. NEIGHBORHOOD PARKS SHALL HAVE A DIFFERENT THEME OR STYLE IN THEIR DESIGN. THERE SHALL BE NO EXACT DUPLICATION OF PLAY ELEMENTS WITHIN 2,000 FEET EXCEPT FOR TURF FIELDS, NATURAL AREAS, WALKS AND COMFORT FEATURES, AS DEFINED BELOW. FOR EXAMPLE, NEIGHBORHOOD PARKS MAY NOT HAVE THE EXACT SAME MULTI-LEVEL PLAY STRUCTURE AS AN ADJACENT PARK WITHIN 2,000 FEET. EACH PARK SHALL HAVE A DISTINCT CHARACTER, AND REPETITIOUS PLAY ELEMENTS WILL NOT BE APPROVED.
6. PLAY ELEMENTS IN A NEIGHBORHOOD PARK MAY INCLUDE (BUT ARE NOT LIMITED TO) THE FOLLOWING:
 - AMPHITHEATER
 - BASEBALL FIELD
 - BASKETBALL COURT
 - BOCCIE BALL
 - BOULDER PLAY AREA OR CLIMBING WALLS
 - COMMUNITY GARDEN
 - CORN HOLE
 - DISPLAY GARDEN
 - DOG PARK
 - FIRE PITS
 - FISHING POND
 - FITNESS COURSE
 - GROUP SHELTER WITH A MINIMUM OF FOUR PICNIC TABLES
 - HORSESHOE PITS
 - INDIVIDUAL SHELTER WITH TWO PICNIC TABLES
 - MULTI-LEVEL PLAY STRUCTURE FOR AGES 2-5
 - MULTI-LEVEL PLAY STRUCTURE FOR AGES 5-12
 - MULTI-PURPOSE FIELD
 - NATURAL PLAY FEATURES
 - PICKLEBALL COURT
 - PUBLIC ART
 - REGULATION SOCCER FIELD
 - SAND PLAY
 - SHUFFLEBOARD
 - SPRING TOYS
 - SWIMMING POOL
 - SWINGS
 - TENNIS COURT
 - TETHERBALL
 - TIRE SWING
 - VOLLEYBALL
 - WATER FEATURE SUCH AS STREAM, POND, OR WATERFALL
 - WATER SPRAY GROUND
 - OR EQUIVALENT AS APPROVED BY THE CITY OF GRANTSVILLE
7. COMFORT FEATURES INCLUDE THE FOLLOWING:
 - BBQ GRILLS
 - BENCHES
 - BICYCLE RACKS
 - DOG PICK UP STATION
 - DRINKING FOUNTAIN
 - LANDSCAPING
 - PICNIC TABLES
 - SHADE STRUCTURES
 - TRASH RECEPTACLES

E. COMMUNITY PARK

1. THE COMMUNITY PARK WILL BE OWNED AND MAINTAINED BY THE CITY OF GRANTSVILLE.
2. THE PLAY ELEMENTS IN THE COMMUNITY PARK WILL BE DETERMINED IN COLLABORATION WITH THE CITY.
3. THE COMMUNITY PARK WILL BE MASTER-PLANNED AND MAY BE CONSTRUCTED IN PHASES. THERE MAY BE A MAXIMUM FOR FOUR PHASES.
4. THE COMMUNITY PARK WILL BE SUBDIVIDED WITH THE ADJACENT PLANNING AREA AND BE DEDICATED TO THE CITY. MASTER DESIGN WILL COMMENCE WITH THE SUBDIVISION.
5. THE FIRST PHASE OF THE COMMUNITY PARK WILL BE COMPLETE PRIOR TO THE ISSUANCE OF THE 1,500TH CERTIFICATE OF OCCUPANCY (CO) FOR THE COMMUNITY.
6. THE CONSTRUCTION OF SUBSEQUENT PHASES WILL OCCUR WITH EVERY 1,500 CO'S.

DESERET
ZONING OVERLAY DISTRICT



LEGEND

	COLLECTOR
	MINOR ARTERIAL
	CONDITIONAL ARTERIAL
	TOWN CENTER
	EXISTING SR-138
	POTENTIAL ACCESS POINT
	POTENTIAL FUTURE ACCESS POINT
	PROPOSED FULL MOVEMENT INTERSECTION (1)

NOTES:
1. INTERSECTION DESIGNATION IS DEPENDENT ON THE TRAFFIC IMPACT STUDY AT THE TIME OF INDIVIDUAL DEVELOPMENT APPROVALS.

PROJECT NAME

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ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

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SHEET TITLE

CIRCULATION PLAN

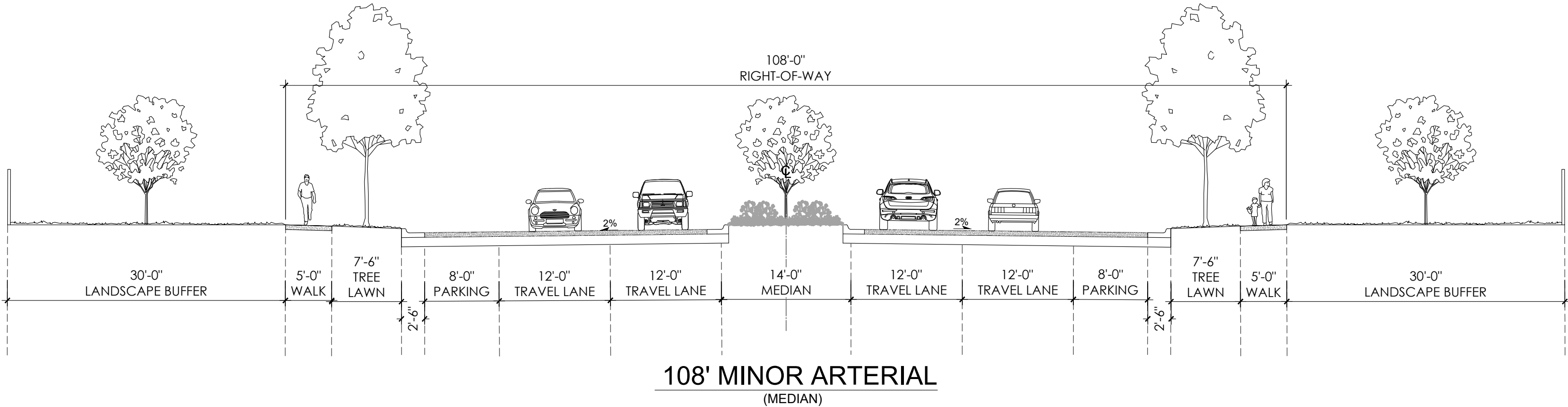
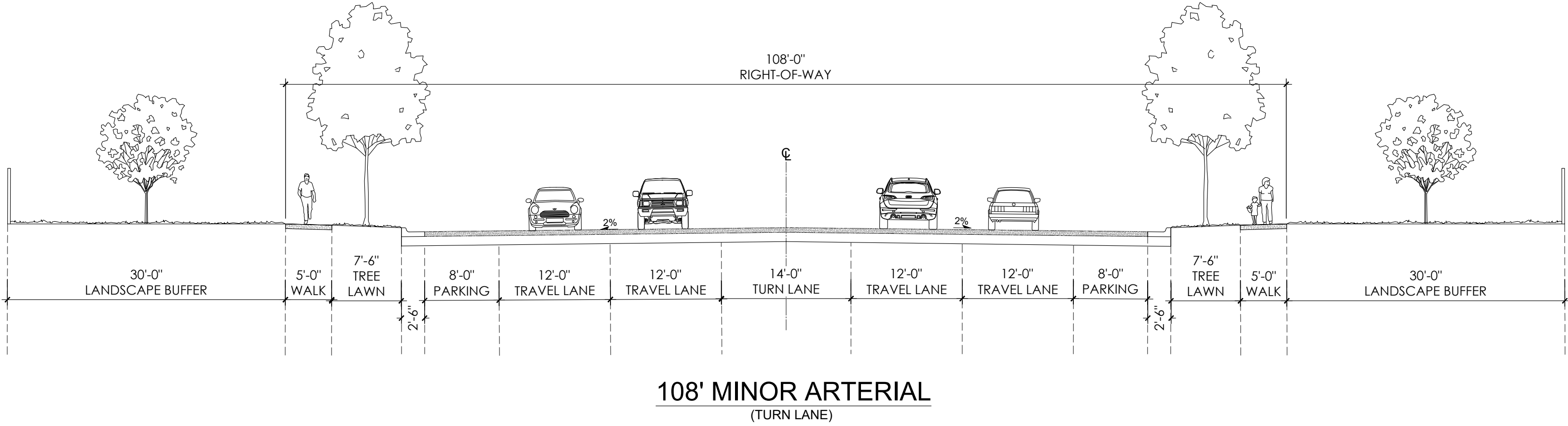
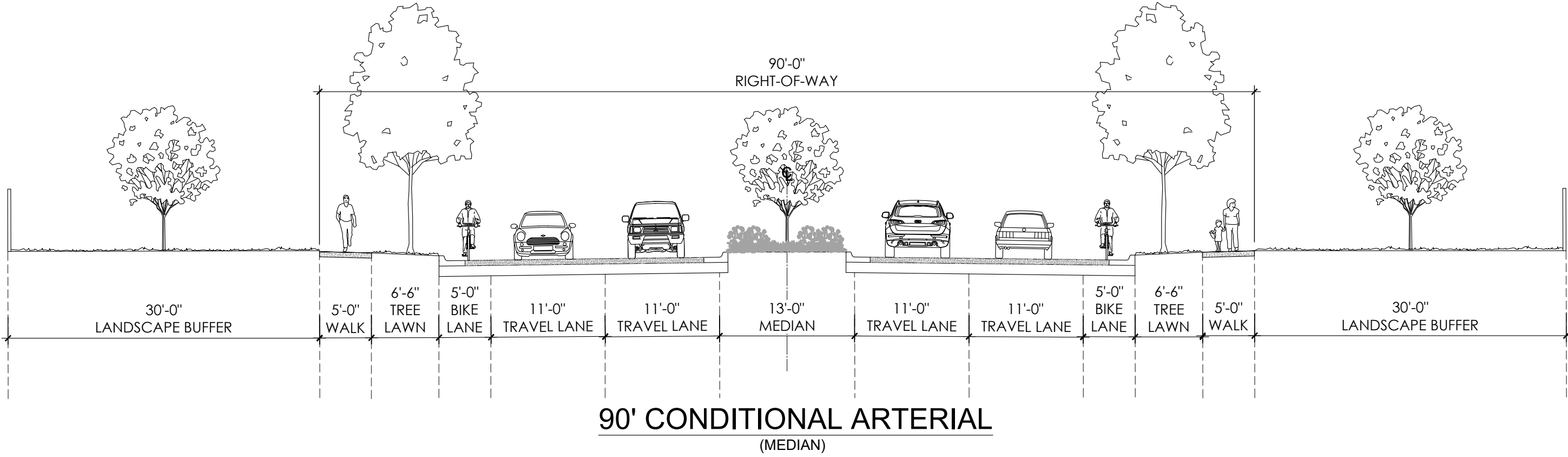
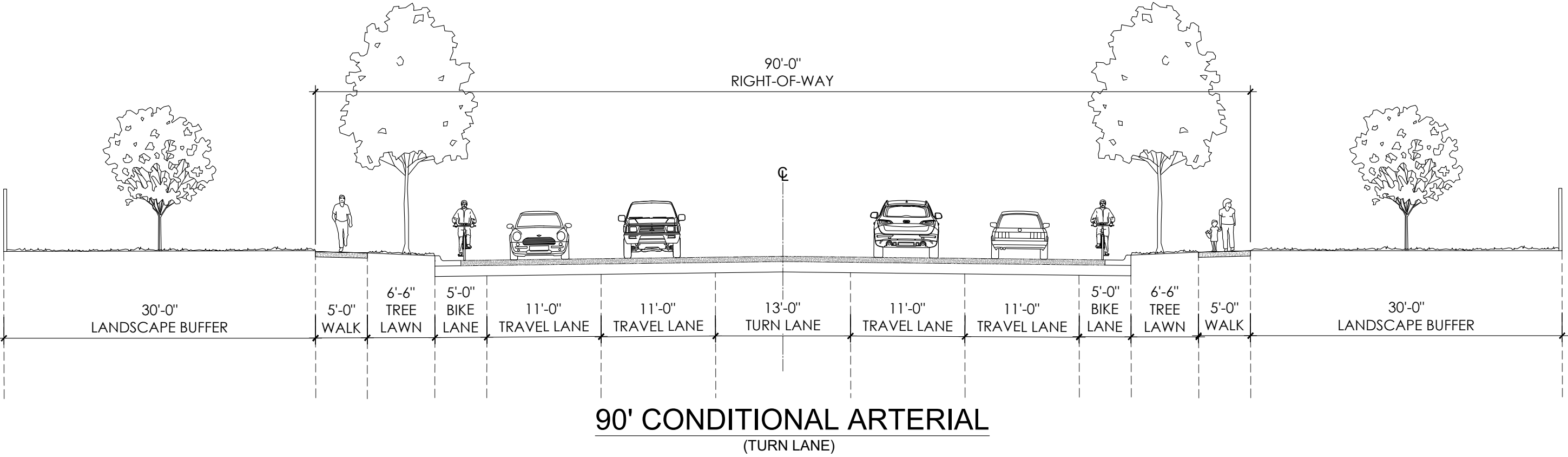
SHEET NUMBER

13

SHEET 13 OF 17

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DESERET
ZONING OVERLAY DISTRICT



Scale: 1" = 10'-0"

DESERET

ZONING OVERLAY DISTRICT

ARCHITECTURE DESIGN STANDARDS

PART A - INTRODUCTION

1. APPLICABILITY - THE DESIGN STANDARDS SHALL BE UTILIZED BY RESIDENTS, DEVELOPERS, ARCHITECTS, ENGINEERS, AND PLANNERS FOR DESIGN AND CONSTRUCTION GUIDANCE WITHIN THIS COMMUNITY. ALL DEVELOPMENTS WITHIN THE OVERALL PROPERTY BOUNDARY ARE SUBJECT TO THE DESIGN STANDARDS CONTAINED HEREIN. IN CASES WHERE THIS DOCUMENT IS SILENT, THE CITY OF GRANTSVILLE STANDARDS AND REGULATIONS APPLY.

PART B - RESIDENTIAL STANDARDS

1. APPLICABILITY - THESE STANDARDS REPRESENT MINIMUM ARCHITECTURAL AND DEVELOPMENT STANDARDS FOR ALL RESIDENTIAL DEVELOPMENT. THESE STANDARDS ENSURE COHESIVENESS IN THE OVERALL COMMUNITY ACROSS MULTIPLE BUILDERS AND PRODUCTS.
2. SINGLE FAMILY ATTACHED AND DETACHED RESIDENTIAL ARCHITECTURAL STANDARDS
 - 2.1. APPLICABILITY - ALL SINGLE FAMILY DETACHED AND ATTACHED DWELLINGS SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THESE DESIGN STANDARDS, AS WELL AS APPLICABLE REQUIREMENTS OF THE ADOPTED BUILDING CODE.
 - 2.2. EXTERIOR CHANGES - EXTERIOR MATERIAL CHANGES SHOULD OCCUR AT CHANGES IN THE PLANE OF THE BUILDING, NOT EXCLUSIVELY AT THE OUTSIDE CORNERS.
 - 2.3. GARAGES - ALL SINGLE FAMILY DETACHED HOMES SHALL INCLUDE A MINIMUM 2-CAR GARAGE OR ENCLOSED PARKING SPACE, EITHER ATTACHED OR DETACHED, AS PART OF THE NEW CONSTRUCTION OR PLACEMENT.
 - 2.4. PRODUCT VARIATION
 - 2.4.1. APPLICABILITY - THE FOLLOWING HOUSING MODEL VARIETY STANDARDS SHALL APPLY TO ALL NEW RESIDENTIAL SUBDIVISIONS AND DEVELOPMENTS. THESE STANDARDS ARE INTENDED TO PREVENT MONOTONOUS STREETSCAPES AND OFFER CONSUMERS A WIDE CHOICE OF HOUSING STYLES.
 - 2.4.2. EACH HOUSING MODEL SHALL PROVIDE AND EXHIBIT AT LEAST THREE FEATURES THAT CLEARLY AND OBVIOUSLY DISTINGUISH THEM FROM OTHER HOUSING MODELS. THESE FEATURES MAY INCLUDE ANY OF THE FOLLOWING:
 - 2.4.2.1. BUILDING MASS - BUILDING MASS IS CONSIDERED TO BE THE OUTLINE OF THE STRUCTURE. THIS IS DETERMINED BY THE HEIGHT, WIDTH, AND DEPTH OF THE STRUCTURE.
 - 2.4.2.2. BUILDING FORM - BUILDING FORM IS CONSIDERED TO BE THE STYLE OF THE HOME, INCLUDING RANCH, TRI-LEVEL, OR TWO-STORY STRUCTURES.
 - 2.4.2.3. ROOF TYPE - ROOF TYPES CONSIST OF MANSARD, HIP, GAMBREL, GABLE, AND FRONT-TO-BACK (SHED STYLE). DIFFERENTIATION MAY ALSO BE ACHIEVED THROUGH THE USE OF ROOF DORMERS, GABLES, AND HIPs. FLAT OR A-FRAME ROOFS SHOULD BE AVOIDED UNLESS APPROPRIATE TO THE ARCHITECTURAL STYLE.
 - 2.4.2.4. WINDOWS AND DOORS - THE VERTICAL OR HORIZONTAL VARIATION IN THE PLACEMENT OF AT LEAST TWO WINDOWS AND/OR DOORS ON THE FRONT FACADE ELEVATION OR WINDOW SHAPES THAT ARE SUBSTANTIALLY DIFFERENT. THIS STANDARDS ALSO APPLIES TO ANY ELEVATION FACING A STREET, OPEN SPACE, OR PUBLIC/PRIVATE PARK.
 - 2.4.2.5. MATERIALS - THE USE OF AT LEAST TWO DIFFERENT MATERIALS ON THE FRONT FACADE ELEVATION.
 - 2.4.2.6. GARAGES - VARIATION IN THE LOCATION AND/OR PROPORTION OF GARAGES AND GARAGE DOORS, SUCH AS ALLEY-LOADED GARAGES, SIDE-LOADED GARAGES, AND THE LIKE, 2-CAR GARAGE VS. 3-CAR GARAGE OF THE SAME ELEVATION DO NOT MEET THE INTENT.
 - 2.4.2.7. PORCHES - VARIATIONS IN THE LOCATION, WIDTH, AND PROPORTION OF FRONT PORCHES (MINIMUM SIZE 6 FOOT x 6 FOOT).
 - 2.4.2.8. MINOR COSMETIC CHANGES SUCH AS A DIFFERENT PAINT COLOR, REVERSING OR CREATING MIRRORRED IMAGES OF THE EXTERIOR ARCHITECTURAL ELEVATIONS, SHUTTERS, DECORATIVE BRACKETS, OR USING DIFFERENT BRICK OR STONE COLOR SHALL NOT MEET THE INTENT OF THIS SECTION.
 - 2.4.3. THE SAME HOUSING MODEL WITH THE IDENTICAL STREET ELEVATION DESIGN (OR NEARLY IDENTICAL) SHALL NOT BE PLACED LESS THAN THREE AWAY OR DIRECTLY ACROSS THE STREET FROM ONE ANOTHER. "ACROSS THE STREET" IS DEFINED AS LOTS THAT OVERLAP EACH OTHER WHEN THE SIDE LOT LINES ARE EXTENDED ACROSS THE STREET TO THE OPPOSITE LOT. THE SAME HOUSING MODEL USED AT THE END OF ONE BLOCK SHALL NOT BE REPEATED ON THE FIRST LOT OF THE NEIGHBORING BLOCK.
 - 2.4.4. IDENTICAL OR NEARLY IDENTICAL STREET ELEVATION DESIGN MEANS LITTLE OR NO VARIATION IN THE ARTICULATION OF THE FACADE, HEIGHT OR WIDTH OF THE FACADE, PLACEMENT OF THE PRIMARY ENTRANCES OR PORCHES, AND NUMBER AND PLACEMENT OF WINDOWS AND/OR OTHER MAJOR ARCHITECTURAL FEATURES.
 - 2.4.5. FINISHED FLOOR ELEVATION SHALL BE A MINIMUM OF TWO FEET ABOVE FLOW LINE OF THE ADJACENT STREET.
 - 2.4.6. NO MORE THAN 6 UNITS ARE PERMITTED IN A SINGLE FAMILY ATTACHED BUILDING.
3. GREEN COURT HOME RESIDENTIAL ARCHITECTURAL STANDARDS
 - 3.1. ALL GREEN COURT HOMES SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THESE DESIGN STANDARDS, AS WELL AS APPLICABLE REQUIREMENTS OF THE ADOPTED BUILDING CODE.
 - 3.2. NO MORE THAN TWO OF THE SAME MODEL ELEVATIONS ARE PERMITTED WITHIN A GREEN COURT CLUSTER. IF TWO OF THE SAME MODEL ELEVATIONS ARE LOCATED WITHIN THE SAME GREEN COURT, THEY MUST USE DIFFERENT COLORS OR MATERIALS.
 - 3.3. NO HOME MODEL ELEVATION SHALL BE REPEATED DIRECTLY ACROSS ANY STREET. THIS APPLIES TO STREET-SIDE HOMES ONLY. THIS DOES NOT APPLY TO UNITS LOCATED INTERIOR TO THE GREEN COURT.
 - 3.4. THE FRONT FACADE OF ALL "STREET-SIDE" GREEN COURT HOMES SHALL INCORPORATE A COVERED PORCH AND HAVE FRONT DOORS THAT FACE THE STREET.
4. COTTAGE HOME RESIDENTIAL ARCHITECTURAL STANDARDS
 - 4.1. APPLICABILITY - ALL COTTAGE HOMES SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THESE DESIGN STANDARDS, AS WELL AS APPLICABLE REQUIREMENTS OF THE ADOPTED BUILDING CODE.
 - 4.2. NO MORE THAN TWO OF THE SAME MODEL ELEVATIONS ARE PERMITTED WITHIN A COTTAGE HOME CLUSTER. IF TWO OF THE SAME MODEL ELEVATIONS ARE LOCATED WITHIN THE SAME CLUSTER, THEY MUST USE DIFFERENT COLORS OR MATERIALS.
 - 4.3. NO HOME MODEL ELEVATION SHALL BE REPEATED DIRECTLY ACROSS ANY STREET. THIS APPLIES TO STREET-SIDE HOMES ONLY. THIS DOES NOT APPLY TO UNITS LOCATED INTERIOR TO THE MOTOR COURT.
 - 4.4. THE FRONT FACADE OF ALL "STREET-SIDE" COTTAGE HOMES SHALL INCORPORATE A COVERED PORCH AND HAVE FRONT DOORS THAT FACE THE STREET.

5. MULTI-FAMILY RESIDENTIAL ARCHITECTURAL AND COMMON AREA STANDARDS
 - 5.1. APPLICABILITY - ALL MULTI-FAMILY DWELLINGS SHALL CONFORM TO ALL APPLICABLE REQUIREMENTS OF THESE DEVELOPMENT STANDARDS, AS WELL AS APPLICABLE REQUIREMENTS OF THE ADOPTED BUILDING CODE.
 - 5.2. BUILDING DESIGN
 - 5.2.1. THE ARCHITECTURAL DESIGN APPROACH SHALL EMPHASIZE COMPATIBILITY WITH EXISTING DEVELOPMENT AND SITE DESIGN.
 - 5.2.2. THE DESIGN OF NEW STRUCTURES IN OR ADJACENT TO EXISTING DEVELOPED AREAS SHALL BE COMPATIBLE WITH, OR AN UPGRADE TO, THE ESTABLISHED ARCHITECTURAL CHARACTER OF SUCH AREAS. COMPATIBILITY MAY BE ACHIEVED THROUGH TECHNIQUES SUCH AS:
 - 5.2.2.1. REPETITION OF ROOF LINES
 - 5.2.2.2. USE OF SIMILAR PROPORTIONS IN BUILDING MASS AND OUTDOOR SPACES
 - 5.2.2.3. SIMILAR RELATIONSHIPS TO THE STREET
 - 5.2.2.4. SIMILAR WINDOW AND DOOR PATTERNS
 - 5.2.2.5. BUILDING MATERIALS WITH SIMILAR COLORS AND TEXTURES
 - 5.2.3. TREAT ALL SIDES WITH SIMILAR MATERIALS. MULTI-FAMILY BUILDING FACADES SHALL BE ARTICULATED WITH PORCHES, BALCONIES, BAYS, OR OTHER OFFSETS.
 - 5.2.4. ACCESSORY BUILDINGS SHALL HAVE THE SAME CHARACTER AND MATERIALS AS PRIMARY BUILDINGS.
 - 5.3. FACADES
 - 5.3.1. FACADES THAT FACE A STREET OR PARKING AREA SHALL NOT HAVE A BLANK, UNINTERRUPTED LENGTH EXCEEDING 50 FEET WITHOUT INCLUDING AT LEAST TWO OF THE FOLLOWING:
 - 5.3.1.1. CHANGE IN PLANE
 - 5.3.1.2. CHANGE IN COLOR, TEXTURE OR PATTERN, MATERIAL
 - 5.3.1.3. WINDOWS
 - 5.3.1.4. COLUMNS, PIERS, OR EQUIVALENT ELEMENT THAT SUBDIVIDES THE WALL
 - 5.3.2. FACADES GREATER THAN 150 FEET IN LENGTH SHALL INCORPORATE WALL PLANE PROJECTIONS OR RECESSES HAVING A DEPTH OF AT LEAST 2% OF THE LENGTH OF THE FACADE AND OCCUPY AT LEAST 20% OF THE LENGTH OF THE FACADE.
 - 5.4. BUILDING ENTRANCES
 - 5.4.1. PRIMARY BUILDING ENTRANCES SHALL BE CLEARLY DEFINED AND PROVIDE SHELTER AND INCLUDE A MINIMUM OF TWO OF THE FOLLOWING:
 - 5.4.1.1. CANOPY, ARCADE, OR PORTICO
 - 5.4.1.2. OVERHANG OR RECESS
 - 5.4.1.3. RAISED CORNICED PARAPET
 - 5.4.1.4. PEAKED ROOF OR ARCH
 - 5.4.1.5. ARCHITECTURAL DETAIL SUCH AS COLUMNS, TILE WORK, STONE OR MOLDINGS INTEGRATED INTO THE BUILDING STRUCTURE
 - 5.4.1.6. INTEGRAL PLANTERS OR WING WALLS THAT INCORPORATE LANDSCAPED AREAS AND/OR SEATING
 - 5.4.1.7. SPECIAL LANDSCAPE FOR SITE FEATURE(S)
 - 5.4.1.7. SPECIAL LANDSCAPE FOR SITE FEATURE(S)
 - 5.5. ROOF AND TOP TREATMENTS
 - 5.5.1. ROOFTOP MECHANICAL EQUIPMENT MUST BE NON-OBTRUSIVE, SCREENED FROM VIEW, OR DESIGNED TO BE INTEGRAL COMPONENTS OF THE BUILDING.
 - 5.5.2. THE AVERAGE PARAPET HEIGHT MAY NOT EXCEED 15% OF THE SUPPORTING WALL HEIGHT.
 - 5.5.3. LARGE SLOPED ROOFS SHALL HAVE VARIATIONS IN HEIGHT OR OFFSETS TO BREAK UP THE LARGE PLANE WITH A MAXIMUM OF 100 LINEAR FEET PER ONE PLANE.
 - 5.6. COMMON AREA
 - 5.6.1. COMMON AREA IS DEFINED AS ANY AREA OR SPACE DESIGNED FOR JOINT USE OF RESIDENTS OF A MULTI-FAMILY RESIDENTIAL BUILDING OR COMPLEX.
 - 5.6.2. MULTI-FAMILY RESIDENTIAL DEVELOPMENT SHALL REQUIRE A MINIMUM OF 20% COMMON AREA.

PART C - COMMERCIAL STANDARDS

1. APPLICABILITY - THESE DESIGN STANDARDS APPLY TO THE CREATION OF AND IMPROVEMENTS TO HIGHLY-VISIBLE NEIGHBORHOOD, COMMUNITY, AND REGIONAL-SCALE COMMERCIAL AREAS.
2. CONTEXT AND SCALE
 - 2.1. IN ORDER TO ACHIEVE COHESIVE DESIGNS AND DEFINE SPACES WITHIN EACH AREA OF DEVELOPMENT, ATTENTION MUST BE PAID TO BUILDINGS AND FEATURES SURROUNDING THE PROPOSED IMPROVEMENT. THESE AREAS SHALL BE DESIGNED AT A PEDESTRIAN SCALE. THE DESIGN OF BUILDINGS WHICH FACE PUBLIC STREETS, ADJACENT DEVELOPMENTS, OR CONNECTED PEDESTRIAN SPACES SHALL EMPLOY, ALONG A MINIMUM OF 40 PERCENT OF THE FACADE, AT LEAST TWO OF THE FOLLOWING:
 - 2.2.1. SIMILAR WINDOWS AND PATTERNS
 - 2.2.2. REPETITION OF ROOF LINES
 - 2.2.3. SIMILAR BUILDING MATERIALS AND TEXTURES
 - 2.2.4. SHADING DEVICES INCLUDING ARCADES, AWNINGS, AND ARBORS
 - 2.2.5. SIMILAR PROPORTIONS OF ELEMENTS
 - 2.3. THE ABOVE REQUIREMENT IS FOR ALL ELEVATIONS OF A BUILDING REFERRED TO AS 360° DESIGN.
3. ARTICULATION
 - 3.1. WALL DESIGN FOR ALL FACADES SHALL VARY AT LEAST EVERY 50 HORIZONTAL FEET BY USE OF AT LEAST TWO OF THE FOLLOWING:
 - 3.1.1. CHANGES IN COLOR, TEXTURE, OR MATERIALS
 - 3.1.2. CHANGES IN WALL PLANE PROJECTIONS, REVEALS, ENTRANCES, AND RECESSES WITH A MINIMUM CHANGE OF ONE FOOT
 - 3.1.3. CHANGE IN GLAZING / CURTAIN WALL
 - 3.1.4. VARIETY IN ROOFS SUCH AS PITCH, HEIGHT, AND STYLE
 - 3.1.5. ENHANCED ARTICULATION ALONG PEDESTRIAN PATHS
4. BUILDING ENTRANCES
 - 4.1. PUBLIC BUILDING ENTRANCES SHALL BE CLEARLY DEFINED AND FEATURE AT LEAST TWO OF THE FOLLOWING ELEMENTS:
 - 4.1.1. CANOPIES OR PORTICOS
 - 4.1.2. OVERHANGS, RECESSES, OR PROJECTIONS
 - 4.1.3. ARCADES
 - 4.1.4. ARCHES
 - 4.1.5. DISPLAY WINDOWS ALONG SIDEWALKS
 - 4.1.6. INTEGRAL PLANTERS OR WING WALLS WITH INCORPORATED LANDSCAPE AREAS AND/OR SEATING
 - 4.1.7. DISTINCTIVE ROOF FORMS
 - 4.1.8. AWNINGS
 - 4.1.9. COLUMNS, TILE WORK, MOLDINGS, AND STONE INTEGRATED INTO THE DESIGN OF THE BUILDING
5. MECHANICAL EQUIPMENT, LOADING AREAS, AND OUTDOOR STORAGE
 - 5.1. ALL LOADING DOCKS, ACCESSORY OUTDOOR STORAGE, AND SERVICE YARDS SHALL BE LOCATED TO THE SIDE AND REAR YARDS OF BUILDINGS.
 - 5.2. ALL OUTDOOR STORAGE YARDS, LOADING DOCKS, SERVICE AREAS, AND MECHANICAL EQUIPMENT SHALL BE CONCEALED FROM VIEW FROM RESIDENTIAL USES AND PUBLIC R.O.W. BY A COMBINATION OF SCREENS AND SCREENING MATERIALS (I.E. PLANTS) AT LEAST AS HIGH AS THE EQUIPMENT OR AREAS THEY HIDE. SCREENS SHALL BE DESIGNED WITH COLORS AND MATERIALS SIMILAR TO THOSE USED ON THE BUILDING ARCHITECTURE. PLANTS USED IN COMBINATION WITH SCREENS/FENCING SHALL BE AN EVERGREEN SPECIES.
6. RETAINING WALLS
 - 6.1. ANY PORTION OF CONCRETE OR MASONRY RETAINING WALLS VISIBLE FROM PUBLIC STREETS SHALL BE COVERED WITH DECORATIVE MATERIALS SUCH AS STONE, BRICK, OR STUCCO.

PART D - SITE PLAN STANDARDS

1. EACH PLANNING AREA SHALL HAVE A MINIMUM OF 5% LANDSCAPE AREA IN ADDITION TO PARKS AND OPEN SPACE REQUIREMENTS.
2. BLOCK LENGTHS SHALL NOT EXCEED 700 FEET WITHOUT A 30' LANDSCAPE TRACT. IF A LANDSCAPE TRACT IS PROVIDED, THE MAXIMUM BLOCK LENGTH SHALL BE 1,000 FEET.
3. DRY UTILITY EASEMENTS SHALL BE A MINIMUM OF 5 FEET IN THE FRONT, 7.5 FEET IN THE REAR, AND 5 FEET ON THE SIDE OF EACH LOT. SIDE EASEMENTS SHALL ONLY BE PROVIDED IF NEEDED FOR UTILITY CONNECTIONS.



PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

SUBMITTAL DATE:

7/18/2024

REVISION DATE:

8/23/2024

1/14/2025

2/26/2025

SHEET TITLE

ARCHITECTURE
DESIGN STANDARDS

SHEET NUMBER

16

SHEET 16 OF 17

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DESERET

ZONING OVERLAY DISTRICT

LANDSCAPE, FENCING, AND LIGHTING DESIGN STANDARDS

PART E - LANDSCAPE

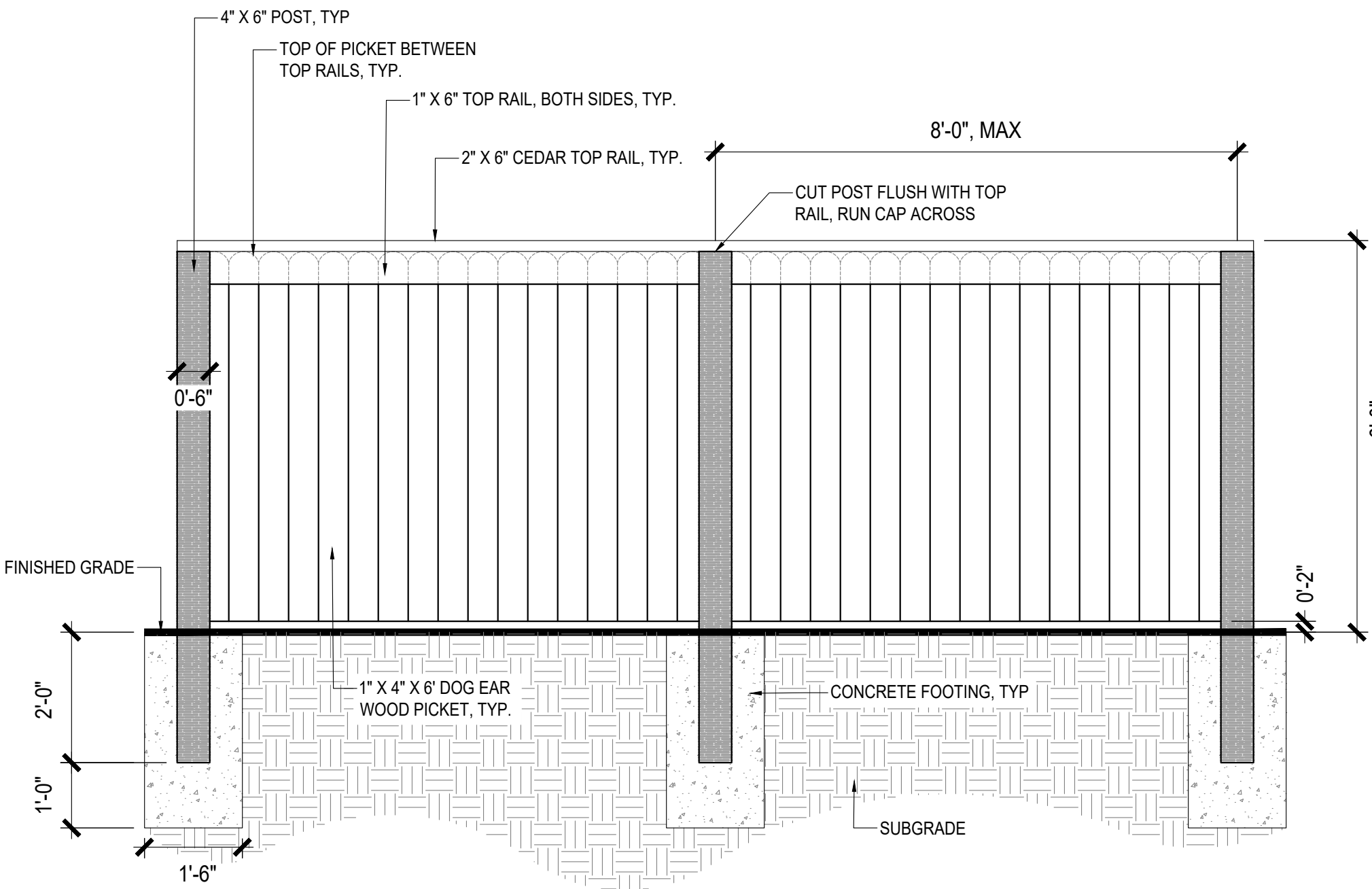
- LANDSCAPE DESIGN PRINCIPLES
 - ALL DEVELOPMENT SHALL DEMONSTRATE ADHERENCE TO THE FOLLOWING LANDSCAPE DESIGN PRINCIPLES:
 - DESIGN TO PROVIDE AN ATTRACTIVE, COMFORTABLE ENVIRONMENT FOR USERS WHILE MINIMIZING MAINTENANCE NEEDS, IRRIGATION WATER REQUIREMENTS, AND THE USE OF HERBICIDES AND PESTICIDES
 - DESIGN LANDSCAPES TO CREATE A NATURALIZED APPEARANCE. USE PLANT MATERIALS THAT ARE INDIGENOUS TO NORTHERN UTAH WHERE POSSIBLE. ONLY USE INTRODUCED SPECIES IN ORDER TO ACHIEVE DESIGN OBJECTIVES THAT CANNOT BE ACHIEVED WITH THE USE OF NATIVE SPECIES.
 - COORDINATE THE DESIGN OF THE LANDSCAPE WITH SITE EROSION PROTECTION, STORM DRAINAGE, AND WATER QUALITY IMPROVEMENT SYSTEMS.
 - DESIGN AND MANAGE IRRIGATION SYSTEMS TO ACHIEVE PEAK EFFICIENCY.
- PARKWAY DESIGN OF ARTERIAL AND COLLECTOR STREETS
 - VEHICULAR ENTRIES WILL CONTAIN BOTH SIGNAGE AND LANDSCAPING THAT TIE INTO THE OVERALL DEVELOPMENT PARKWAY DESIGN. THE CIRCULATION PLAN ILLUSTRATES THE MAJOR ENTRIES INTO THE SITE.
 - IN ORDER TO CREATE AN APPROPRIATE LANDSCAPE CORRIDOR ALONG MAJOR ROADWAYS, LARGE MASSES OF TREES AND SHRUBS ARE REQUIRED. THE RIGHT-OF-WAY (R.O.W.) WILL BE PRIMARILY DROUGHT-TOLERANT TURF OR IRRIGATED NATIVE SEED. THIS TREATMENT WILL TRANSITION TO DRIFTS OF SHRUB AND/OR PERENNIAL BEDS AND TREE GROUPINGS THAT MEANDER FROM JUST INSIDE THE R.O.W. TO THE EDGE OF THE BUFFERS AND BACK. THE GOAL IS TO AVOID A STRAIGHT-LINE TREATMENT AT THE EDGE OF THE R.O.W. WALKS WILL BE DETACHED AND MEANDER WITHIN THE R.O.W. AND OUTSIDE OF THE R.O.W. INTO THE LANDSCAPE BUFFER IF DESIRED.
 - MEDIANS WILL BE PLANTED IN A SIMILAR FASHION TO THE PARKWAY OR WILL BE CONSTRUCTED OF COLORED AND STAMPED CONCRETE.
 - THE PARKWAY DESIGN SHALL EMPHASIZE XERISCAPE PRINCIPLES AND A UNIQUE LOOK THAT SETS THE COMMUNITY APART.
- ARTERIAL AND COLLECTOR STREET BUFFER
 - A 30 FOOT AVERAGE LANDSCAPE BUFFER WILL BE PROVIDED ALONG ARTERIAL AND COLLECTOR STREETS. THE BUFFER MAY VARY IN WIDTH TO CREATE VISUAL INTEREST BUT SHALL BE A MINIMUM OF 20 FEET AT ITS NARROWEST DIMENSION.
- MINIMUM PLANT SIZE - ALL CANOPY SHADE TREES SHALL BE A MINIMUM OF 2.5 INCH CALIPER AT TIME OF PLANTING. ALL EVERGREEN TREES SHALL BE A MINIMUM OF SIX FEET TALL AT TIME OF PLANTING. ALL ORNAMENTAL TREES SHALL BE A MINIMUM OF 1.5 INCH CALIPER AT TIME OF PLANTING. FIVE GALLON CONTAINERS ARE REQUIRED FOR ALL SHRUBS. ORNAMENTAL GRASSES AND PERENNIALS MAY BE ONE GALLON CONTAINERS.
- MINIMUM PLANT MATERIAL QUANTITIES
 - SHRUBS MAY BE SUBSTITUTED FOR UP TO 25% OF THE REQUIRED SHADE TREES AT A RATE OF FIVE SHRUBS PER ONE SHADE TREE. SHRUB SUBSTITUTES SHALL BE NO LESS THAN A 5 GALLON CONTAINER AT THE TIME OF PLANTING.
- BUFFER
 - LANDSCAPE BUFFERS SHALL CONTAIN A MINIMUM OF ONE TREE AND TEN SHRUBS PER 40 LINEAR FEET.
 - WHERE RESIDENTIAL USES BACK TO THE ROAD, 50% OF THE TREES PROVIDED SHALL BE EVERGREEN.
- DETENTION AND/OR DRAINAGE
 - DETENTION PONDS SHALL REQUIRE ONE CANOPY SHADE TREE OR EVERGREEN TREE PER 100 LINEAR FEET OF POND PERIMETER, AS MEASURED ALONG THE TOP OF THE BANK ELEVATION.
 - DRAINAGE CORRIDORS SHALL REQUIRE ONE CANOPY SHADE TREE OR EVERGREEN TREE PER 200 LINEAR FEET.
- PARKWAY
 - PARKWAYS ARE DEFINED AS THE GROUND AREA WITHIN THE STREET RIGHT-OF-WAY SITUATED BETWEEN THE BACK OF CURB (OR EDGE OF PAVEMENT) AND THE SIDEWALK.
 - PARKWAY TREES ALONG ARTERIAL AND COLLECTOR STREETS SHALL BE PLANTED AT A RATE OF ONE CANOPY SHADE TREE PER 30 LINEAR FEET.
 - PARKWAY TREES ALONG LOCAL STREETS SHALL BE PLANTED AT A RATE OF ONE CANOPY SHADE TREE PER LOT OR ONE CANOPY SHADE TREE PER 30 LINEAR FEET WHERE HOMES DO NOT FRONT.
 - LINEAR FEET SHALL BE MEASURED ALONG THE SOFT SURFACE OF THE PARKWAY ONLY.
 - PARKWAY PLANTING SHALL UTILIZE A VARIETY OF TREE SPECIES. NO MORE THAN 50% OF ANY ONE SPECIES MAY BE PLANTED IN A PARKWAY.
 - PARKWAYS MAY INCLUDE A VARIETY OF GROUNDCOVER INCLUDING (BUT NOT LIMITED TO) SHRUBS, ORNAMENTAL GRASSES, PERENNIALS, CEDAR AND/OR ROCK MULCH, DECORATIVE BOULDERS, TURF GRASS/SOD, AND MASONRY PAVERS.
- MEDIAN
 - MEDIANS SHALL REQUIRE ONE CANOPY SHADE TREE OR ORNAMENTAL TREE EVERY 40 LINEAR FEET ON AVERAGE. AT LEAST HALF OF THE TREES SHALL BE CANOPY SHADE TREES. EVERGREEN TREES ARE NOT PERMITTED WITHIN MEDIANS UNLESS PRE-APPROVED. ORNAMENTAL TREES MAY BE GROUPED CLOSER TOGETHER TO ACHIEVE A SPECIFIC AESTHETIC LOOK.
 - SHRUBS SHALL BE PROVIDED AT A RATIO OF SIX SHRUBS PER 50 LINEAR FEET OF MEDIAN.
- PARKING LOT
 - INTERIOR PARKING LOT ISLANDS SHALL HAVE A MINIMUM OF ONE CANOPY SHADE TREE PER 10 FOOT BY 18 FOOT ISLAND OR TWO CANOPY SHADE TREES PER 10 FOOT BY 36 FOOT ISLAND.
 - PARKING LOT PERIMETERS SHALL CONTAIN A MINIMUM OF ONE TREE AND FIVE SHRUBS PER 40 LINEAR FEET.
- PARKS
 - PARKS SHALL CONTAIN A MIX OF ONE CANOPY SHADE TREE AND/OR EVERGREEN TREE PER 1,500 SQUARE FEET.
 - SHRUBS SHALL BE PLANTED AT A RATE OF FIVE SHRUBS PER 1,500 SQUARE FEET OF PARK SPACE.
 - SPORTS FIELDS OR COURTS (I.E. BASEBALL, VOLLEYBALL, TENNIS, ETC.) IN PARKS SHALL NOT HAVE A PLANTING REQUIREMENT.
- ALL OTHER LANDSCAPE AREAS
 - ALL OTHER LANDSCAPE AREAS REQUIRE ONE TREE AND 5 SHRUBS PER 3,000 SQUARE FEET.
- RESIDENTIAL LANDSCAPE
 - FRONT YARD LANDSCAPE SHALL BE INSTALLED WITHIN 90 DAYS OF OCCUPANCY, UNLESS THE HOME IS FIRST OCCUPIED BETWEEN OCTOBER 1 AND MARCH 1, WHEN IT MAY BE DELAYED UNTIL THE FOLLOWING JULY 1.
- WATERWISE LANDSCAPES
 - NO MORE THAN 30% TURF IS PERMITTED IN TREE LAWNS, LANDSCAPE BUFFERS AND OTHER PASSIVE LANDSCAPED AREAS.
 - TURF WITHIN PARKS SHALL BE LIMITED TO ACTIVE AREAS SUCH AS FIELDS.
 - ALL LANDSCAPE WITHIN THE COMMUNITY SHALL BE WATERED BY AN AUTOMATIC IRRIGATION SYSTEM EXCEPT FOR NATIVE GRASS WITHIN OPEN SPACE AREAS, WHICH DOES NOT REQUIRE IRRIGATION.
 - LANDSCAPE BEDS SHALL BE WATERED WITH A DRIP IRRIGATION SYSTEM.
 - SEPARATE WATER ZONES ARE REQUIRED FOR TURF AND LANDSCAPE BEDS.
 - PLANTS SHALL BE WATERWISE AND ADAPTED TO GRANTSVILLE'S LOCAL CLIMATE.

PART F - FENCING

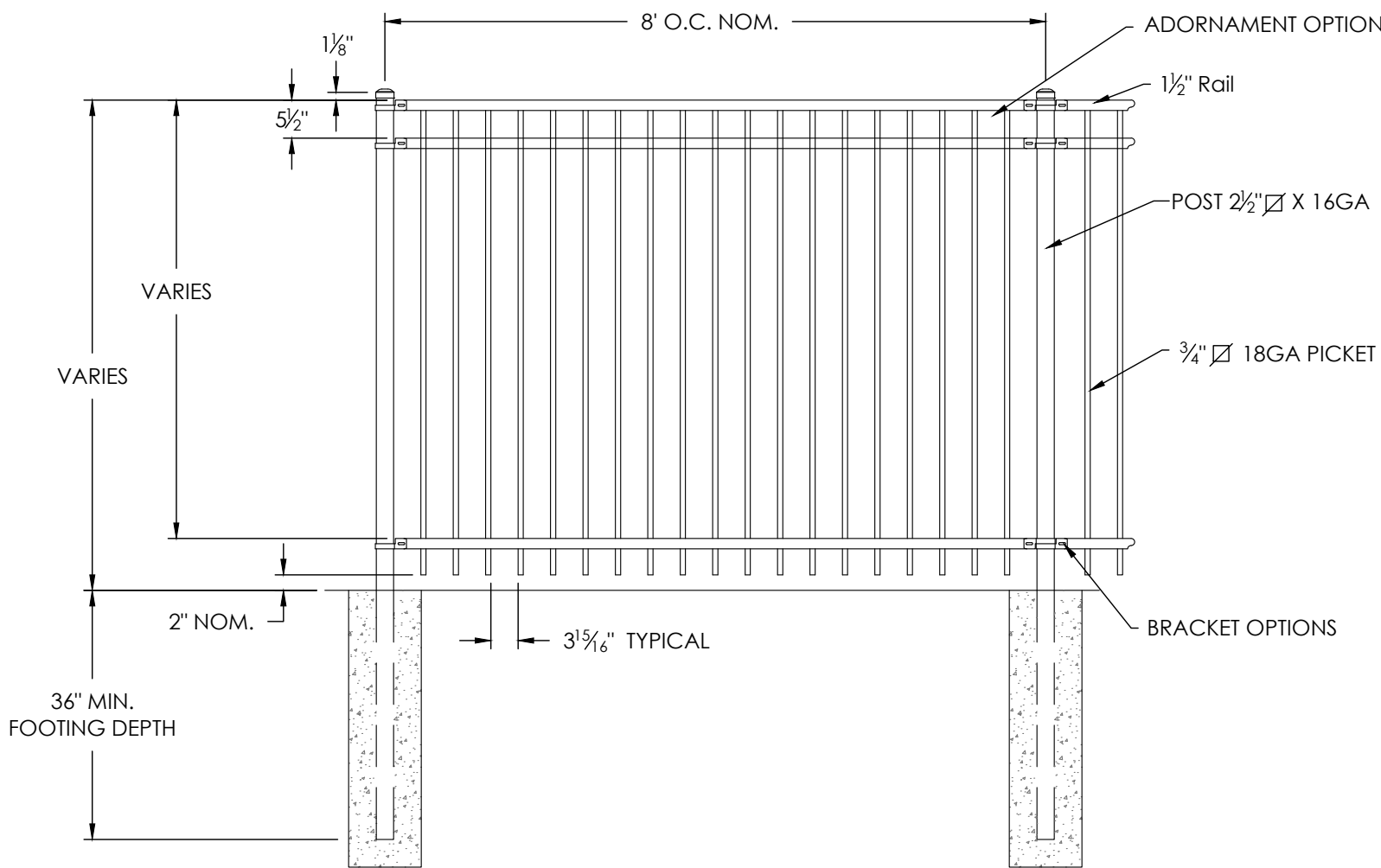
- SINGLE FAMILY DETACHED, TWIN HOME, TWO FAMILY, AND SINGLE FAMILY ATTACHED RESIDENTIAL FENCING
 - ALL FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
 - CHAIN LINK AND VINYL FENCING ARE NOT PERMITTED IN RESIDENTIAL APPLICATIONS.
- MULTI-FAMILY RESIDENTIAL FENCING
 - ALL MULTI-FAMILY RESIDENTIAL FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
 - CHAIN LINK AND VINYL FENCING ARE NOT PERMITTED IN MULTI-FAMILY RESIDENTIAL APPLICATIONS.
 - ORNAMENTAL METAL FENCING IS PERMITTED IN CLUBHOUSE APPLICATIONS, SUCH AS AROUND POOLS.
- NON-RESIDENTIAL FENCING
 - CHAIN LINK FENCE IS PERMITTED IN INDUSTRIAL APPLICATIONS AND SPORTS FIELDS/COURTS BUT SHALL BE VINYL-COATED.
 - CHAIN LINK SHALL BE RESTRICTED WHEN POSSIBLE.
 - ELECTRIC FENCING AND BARBED WIRE, OR SIMILAR, ARE NOT PERMITTED.
 - ALL OTHER FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS. VINYL IS NOT PERMITTED.
 - EXCESSIVE FENCING SHALL BE AVOIDED THROUGH THE USE OF STAGGERING, LANDSCAPE, AND BUFFERING.
 - THE MAXIMUM HEIGHT FOR INDUSTRIAL FENCING IS 8 FEET.
- ARTERIAL STREET FENCING
 - A SIX FOOT SOLID PRIVACY FENCE IS REQUIRED ALONG ALL ARTERIAL STREETS.
 - ARTERIAL FENCES SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
- OPEN RAIL FENCING
 - OPEN RAIL FENCING IS PERMITTED ADJACENT TO PARKS, OPEN SPACES, AND DRAINAGE CORRIDORS.
 - OPEN RAIL FENCES SHALL CONSIST OF NATURAL (I.E. WOOD) OR COMPOSITE MATERIALS.
- ADJOINING PROPERTY FENCING
 - A SIX FOOT SOLID PRIVACY FENCE IS REQUIRED ALONG THE REAR OR SIDE LOT LINE OF ANY HOME OR COMMERCIAL SITE ADJACENT TO NEIGHBORING PROPERTIES. THIS FENCING REQUIREMENT IS NOT REQUIRED IF THE HOME OR COMMERCIAL SITE IS ADJACENT TO OPEN SPACE.

PART G - LIGHTING

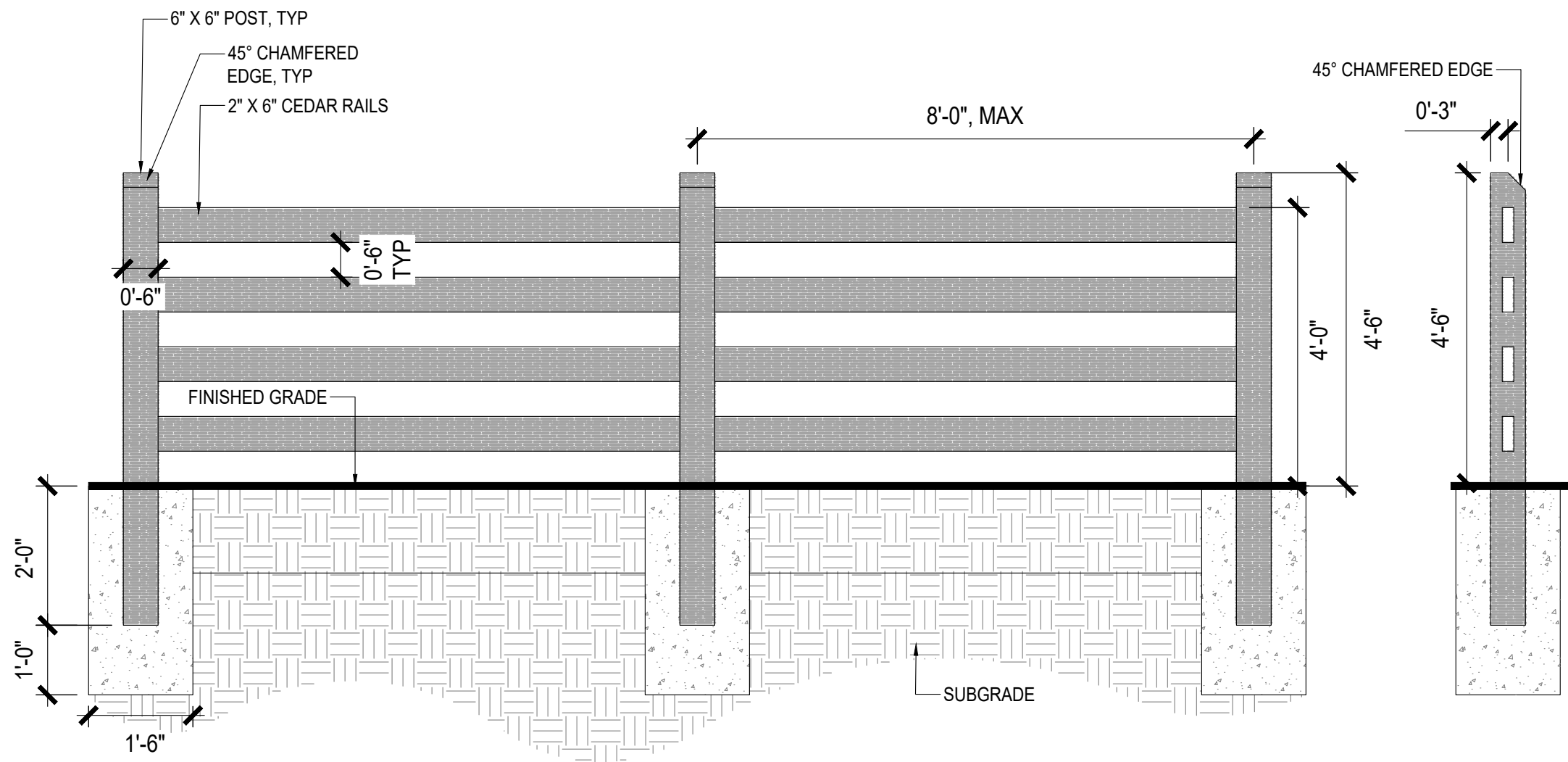
- ALL DEVELOPMENT SHALL PROVIDE ADEQUATE LIGHTING SO AS TO ASSURE SAFETY AND SECURITY. LIGHTING INSTALLATIONS SHALL NOT HAVE AN ADVERSE IMPACT ON TRAFFIC SAFETY OR THE SURROUNDING AREA. LIGHT SOURCES SHALL BE SHIELDED AND SHALL NOT SHINE ONTO ADJACENT PROPERTIES.
- LIGHTING FIXTURES SHALL BE "DARK SKY" COMPLIANT.
- THE MAXIMUM POLE HEIGHT FOR COMMERCIAL AND INDUSTRIAL APPLICATIONS IS 40 FEET.
- THE MAXIMUM POLE HEIGHT FOR RESIDENTIAL APPLICATIONS IS 25 FEET.
- IN ORDER TO REDUCE LIGHT POLLUTION, STREET LIGHTS ARE ONLY REQUIRED AT INTERSECTIONS, ENDS OF CUL-DE-SAC, AND ACCESS POINTS INTO NON-RESIDENTIAL USES.



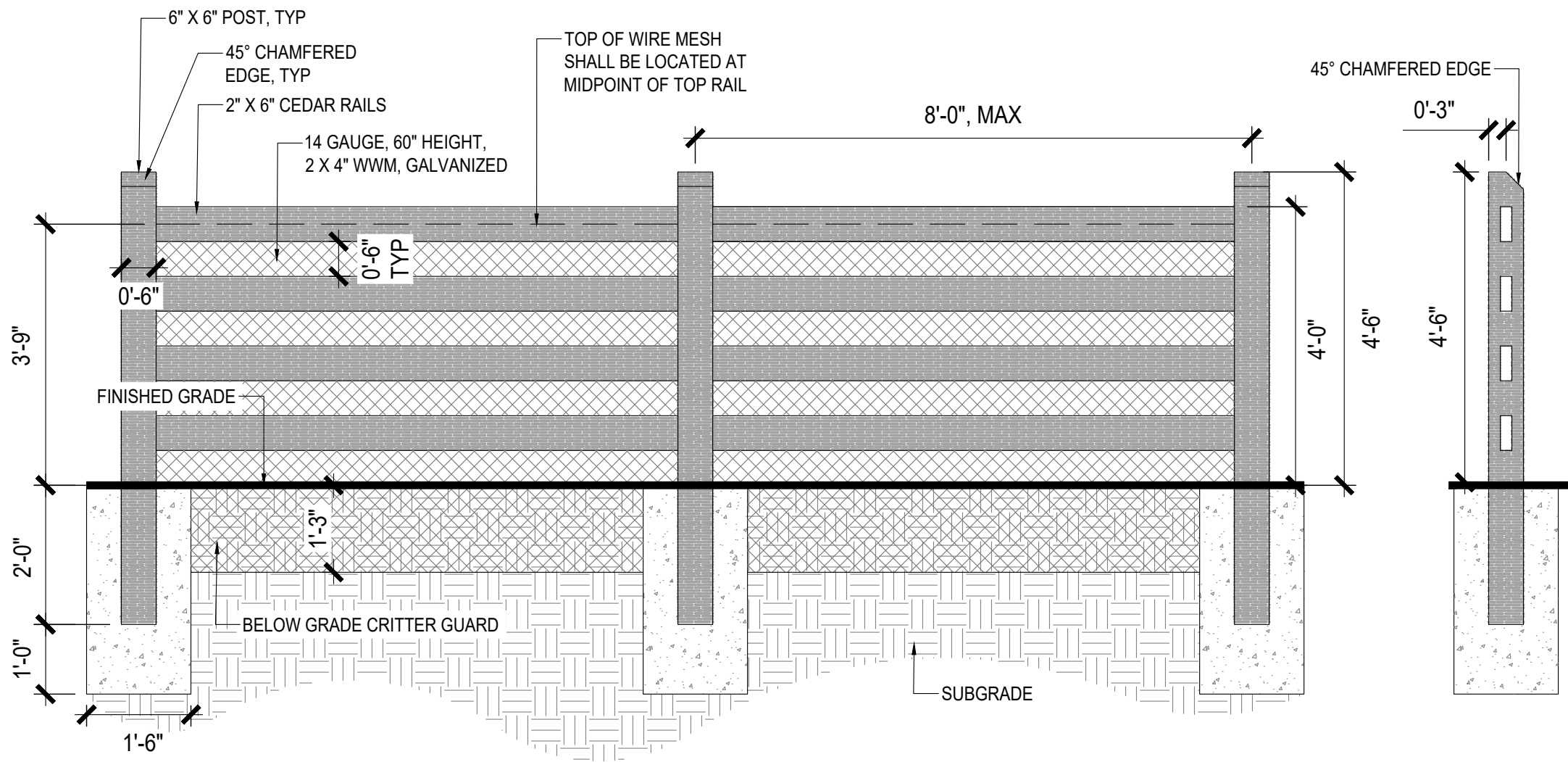
6' SOLID WOOD PRIVACY FENCE



ORNAMENTAL METAL FENCE



4' OPEN RAIL FENCE



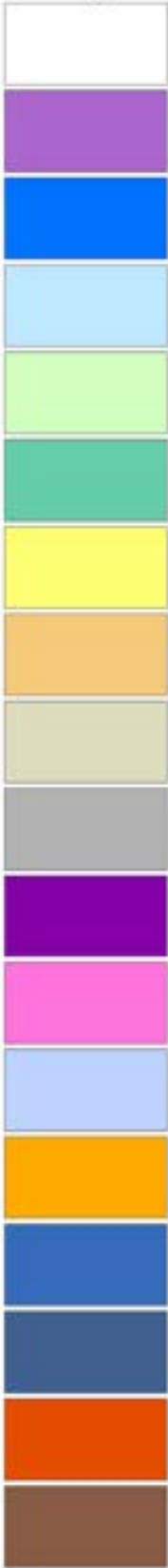
4' OPEN RAIL FENCE WITH WIRE MESH

LEGEND

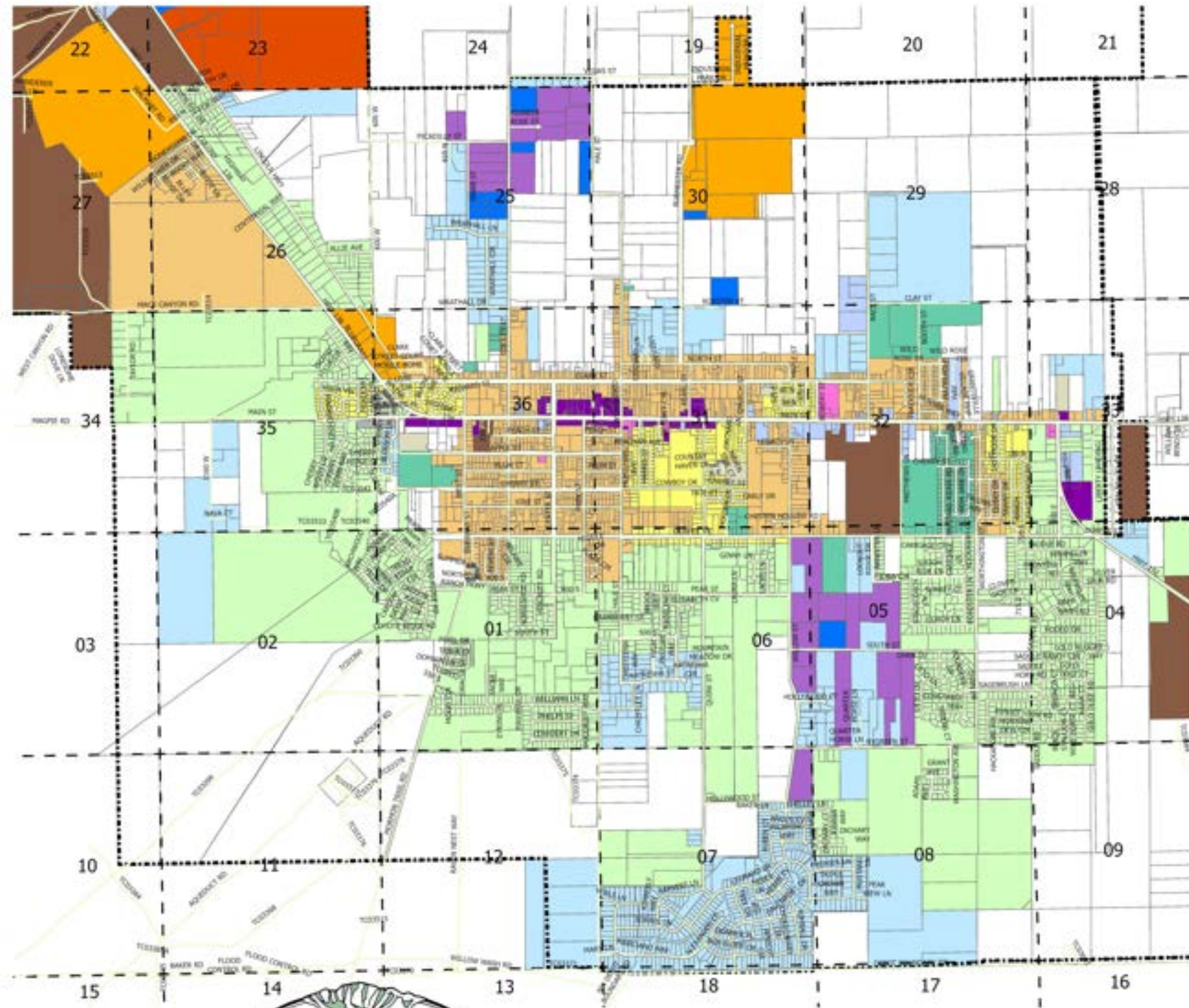


Grantsville City Boundary

Zoning



- A-10** 10 Acre minimum. The purpose is to promote and preserve conditions favorable to agriculture and to maintain green belt spaces.
- RR-5** 5 Acre lot minimum. The purpose is to provide a rural residential district.
- RR-2.5** 2.5 Acre lot minimum.
- RR-1** 1 Acre lot minimum.
- R-1-21** 21,780 square feet in size. The purpose is to promote environmentally sensitive and visually compatible development suitable for rural locations.
- R-1-12** 12,000 square feet in size.
- R-1-8** 8,000 square feet in size.
- RM-7** 7,000 square feet in size. The provide areas for medium density single family and multi-family residential.
- RM-15** 8,000 square feet in size. The purpose is to provide areas for medium high density residential.
- CN** Neighborhood Commercial District is intended to provide for small scale commercial uses that can be located within residential neighborhoods without having significant impacts upon residential uses.
- CS** 60,000 square feet in size. Commercial Shopping District is to provide an environment for efficient and attractive shopping center development.
- CG** 10,000 square feet in size. General District is to provide an environment for a variety of commercial uses.
- CD** The purpose is to provide areas for high intensity public, quasi-public, commercial, office and residential uses by conditional use only.
- MD** 20,000 square feet in size. Light Manufacturing and Distribution District is to provide an environment for light industrial uses.
- MG** 20,000 square feet in size. General Manufacturing District is to provide an environment for larger and more intensive industrial uses.
- MG-EX** Mining, quarry sand and gravel extraction industrial uses.
- PUD** An integrated design for development of residential, commercial or industrial uses, or limited combinations of such uses, in which the density and location regulations of the district in which the district is situated may be varied or waived to allow flexibility and initiative in site and building design and location, in accordance with an approved plan and imposed requirements.
- MU** A mixture of commercial/retail and residential uses, allowing up to 10 units per acre where surrounding uses are compatible. Heights are limited to two stories or a maximum of 35' above grade at street. Three stories above grade at street and for 15 units per acre may be approved with special considerations of landscaping, buffering, and architectural design that fits the scale of the surrounding properties in the zone.



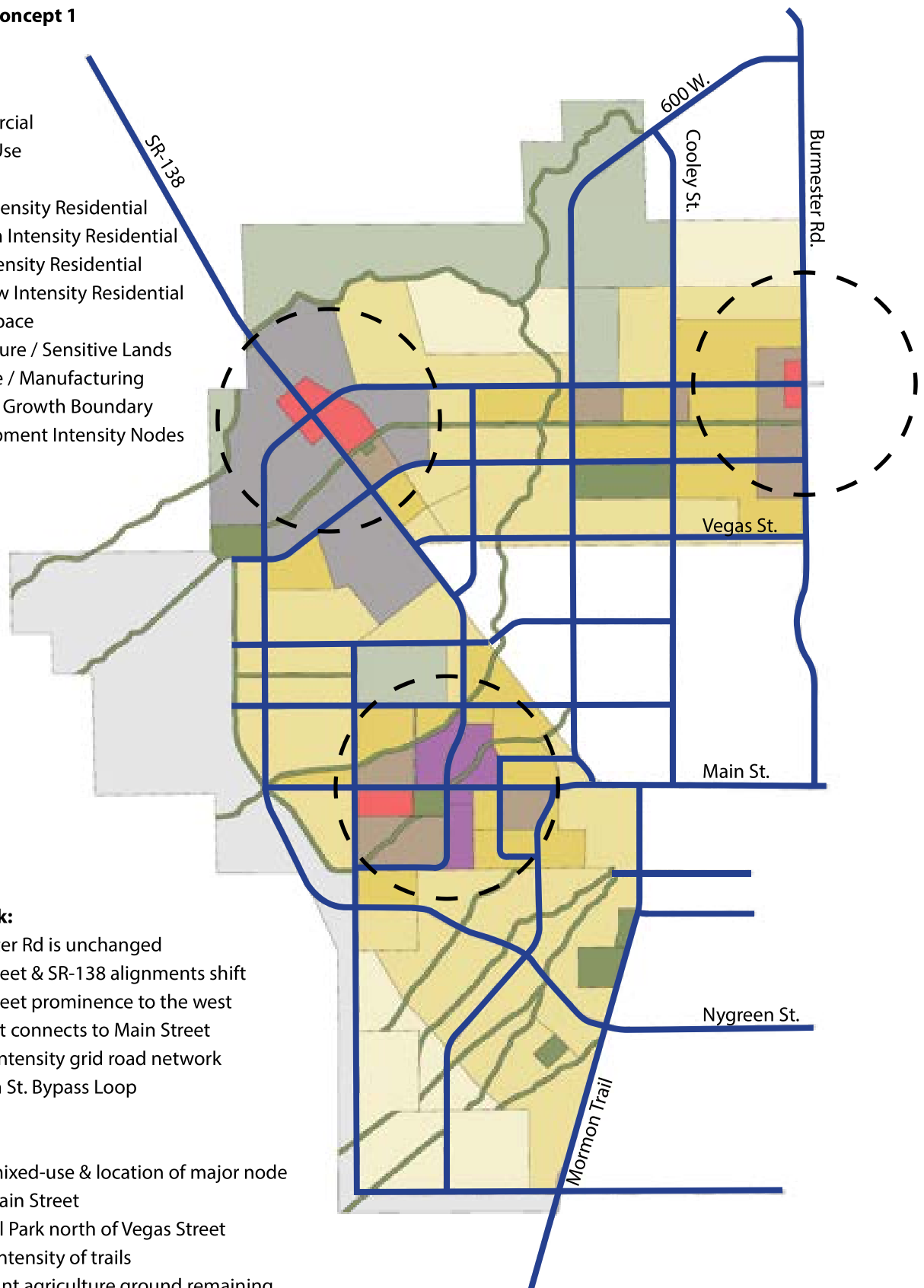
ZONING MAP
CENTRAL AREA

Draft October 19, 2022



Preliminary Concept 1

- Commercial
- Mixed-Use
- Office
- High Intensity Residential
- Medium Intensity Residential
- Low Intensity Residential
- Very Low Intensity Residential
- Open Space
- Agriculture / Sensitive Lands
- Flex-Use / Manufacturing
- Outside Growth Boundary
- Development Intensity Nodes



Road Network:

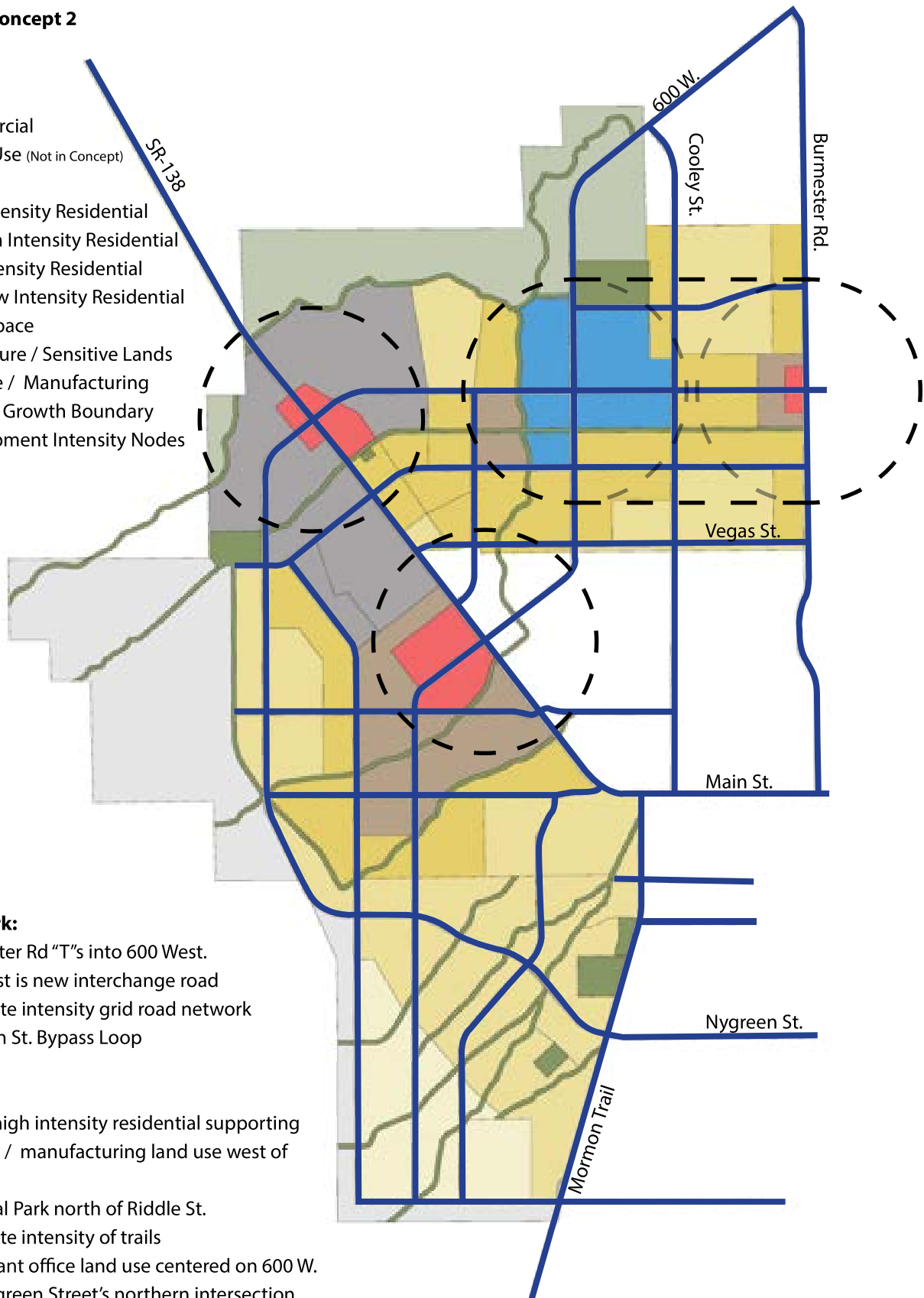
- Burmester Rd is unchanged
- Main Street & SR-138 alignments shift
- Main Street prominence to the west
- 600 West connects to Main Street
- Higher intensity grid road network
- Nygreen St. Bypass Loop

Land Use:

- Use of mixed-use & location of major node along Main Street
- Regional Park north of Vegas Street
- Higher intensity of trails
- Significant agriculture ground remaining
- Higher intensity node along Burmester Rd.

Preliminary Concept 2

- Commercial
- Mixed-Use (Not in Concept)
- Office
- High Intensity Residential
- Medium Intensity Residential
- Low Intensity Residential
- Very Low Intensity Residential
- Open Space
- Agriculture / Sensitive Lands
- Flex-Use / Manufacturing
- Outside Growth Boundary
- Development Intensity Nodes



Road Network:

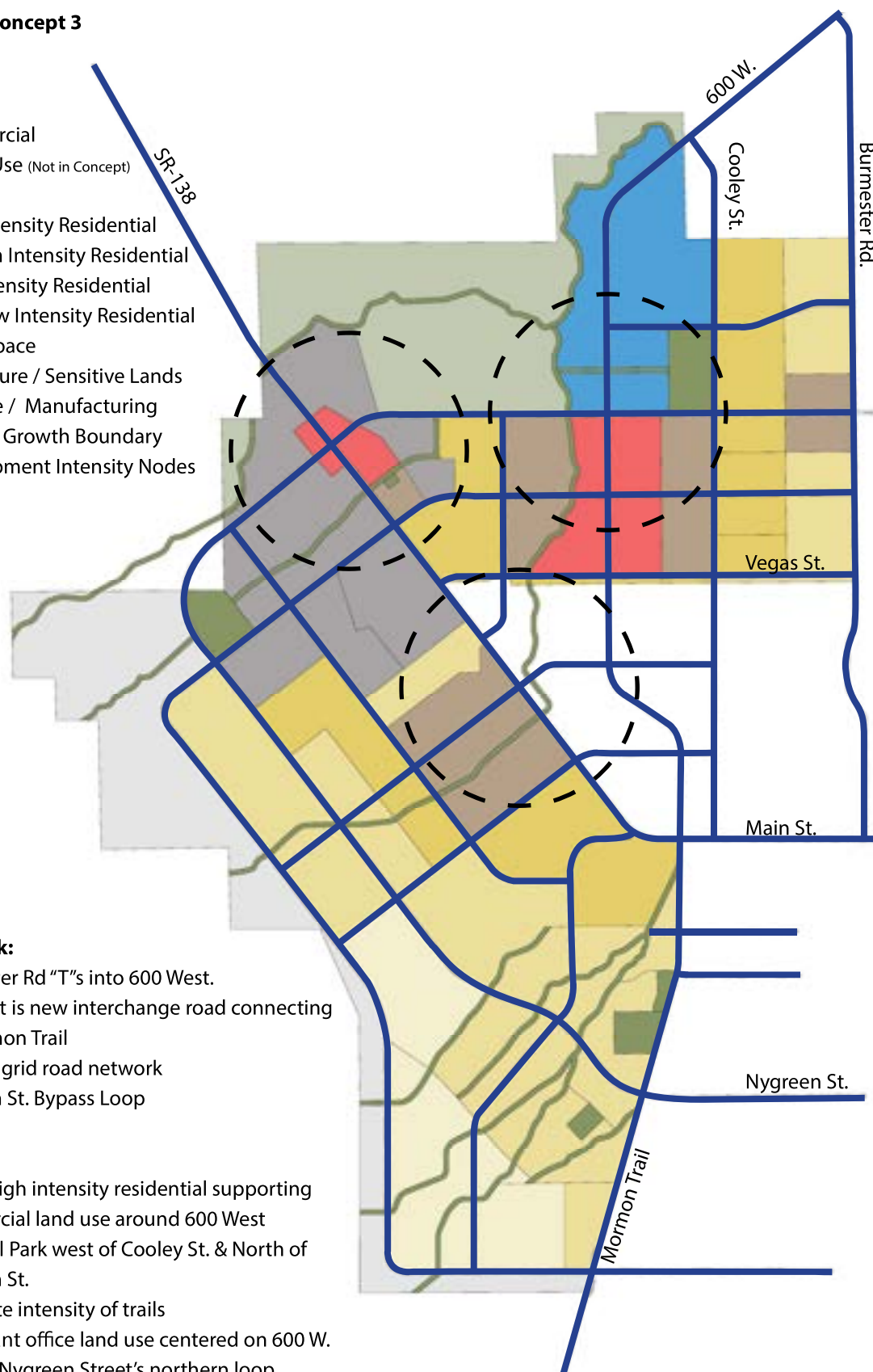
- Burmester Rd "T"s into 600 West.
- 600 West is new interchange road
- Moderate intensity grid road network
- Nygreen St. Bypass Loop

Land Use:

- Use of high intensity residential supporting flex-use / manufacturing land use west of SR-138
- Regional Park north of Riddle St.
- Moderate intensity of trails
- Significant office land use centered on 600 W. and Nygreen Street's northern intersection
- More low intensity residential

Preliminary Concept 3

- Commercial
- Mixed-Use (Not in Concept)
- Office
- High Intensity Residential
- Medium Intensity Residential
- Low Intensity Residential
- Very Low Intensity Residential
- Open Space
- Agriculture / Sensitive Lands
- Flex-Use / Manufacturing
- Outside Growth Boundary
- Development Intensity Nodes



Road Network:

- Burmester Rd "T"s into 600 West.
- 600 West is new interchange road connecting to Mormon Trail
- Rotated grid road network
- Nygreen St. Bypass Loop

Land Use:

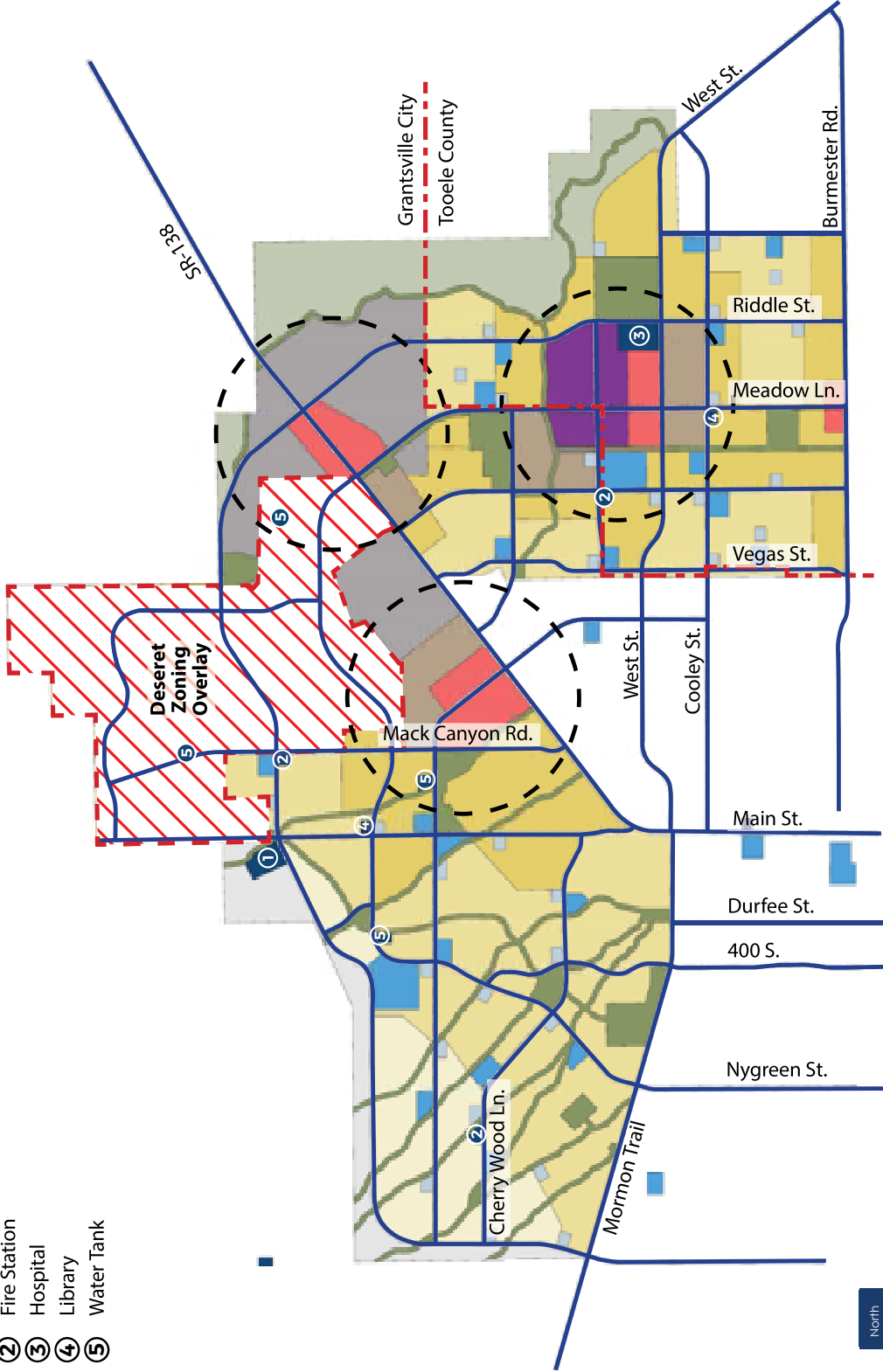
- Use of high intensity residential supporting commercial land use around 600 West
- Regional Park west of Cooley St. & North of Nygreen St.
- Moderate intensity of trails
- Significant office land use centered on 600 W. & north Nygreen Street's northern loop
- More high and very low intensity residential

Proposed Concept

- CIVIC USE LEGEND
- ① Cemetery
 - ② Fire Station
 - ③ Hospital
 - ④ Library
 - ⑤ Water Tank

- LAND USE LEGEND*
- Commercial
 - Office
 - Civic - School
 - Civic - Services
 - Religious
 - High Intensity Residential
 - Medium Intensity Residential
 - Low Intensity Residential
 - Very Low Intensity Residential
 - Open Space / Drainage Trails
 - Agriculture / Sensitive Lands
 - Flex-Use / Manufacturing
 - Outside Growth Boundary
 - Development Intensity Nodes
 - Desert Edge Overlay
 - Existing / Proposed Streets

* See page 6-7 for land use descriptions



Note: The Proposed Concept has been used to calculate the intensity of use for determining the demands and necessary capacity of proposed infrastructure to serve the planning area. These intensities are based upon the highest and best use to ensure the sizing of the infrastructure will be adequate for potential future demands.



Scale 1"=1,500'

Proposed Concept - Currently Vested Uses July 2024

- LAND USE LEGEND*
- Commercial

Office

Civic - School

Civic - Services

Religious

High Intensity Residential

Medium Intensity Residential

Low Intensity Residential

Very Low Intensity Residential

Open Space / Drainage Trails

Agriculture / Sensitive Lands

Flex-Use / Manufacturing

Outside Growth Boundary

Development Intensity Nodes

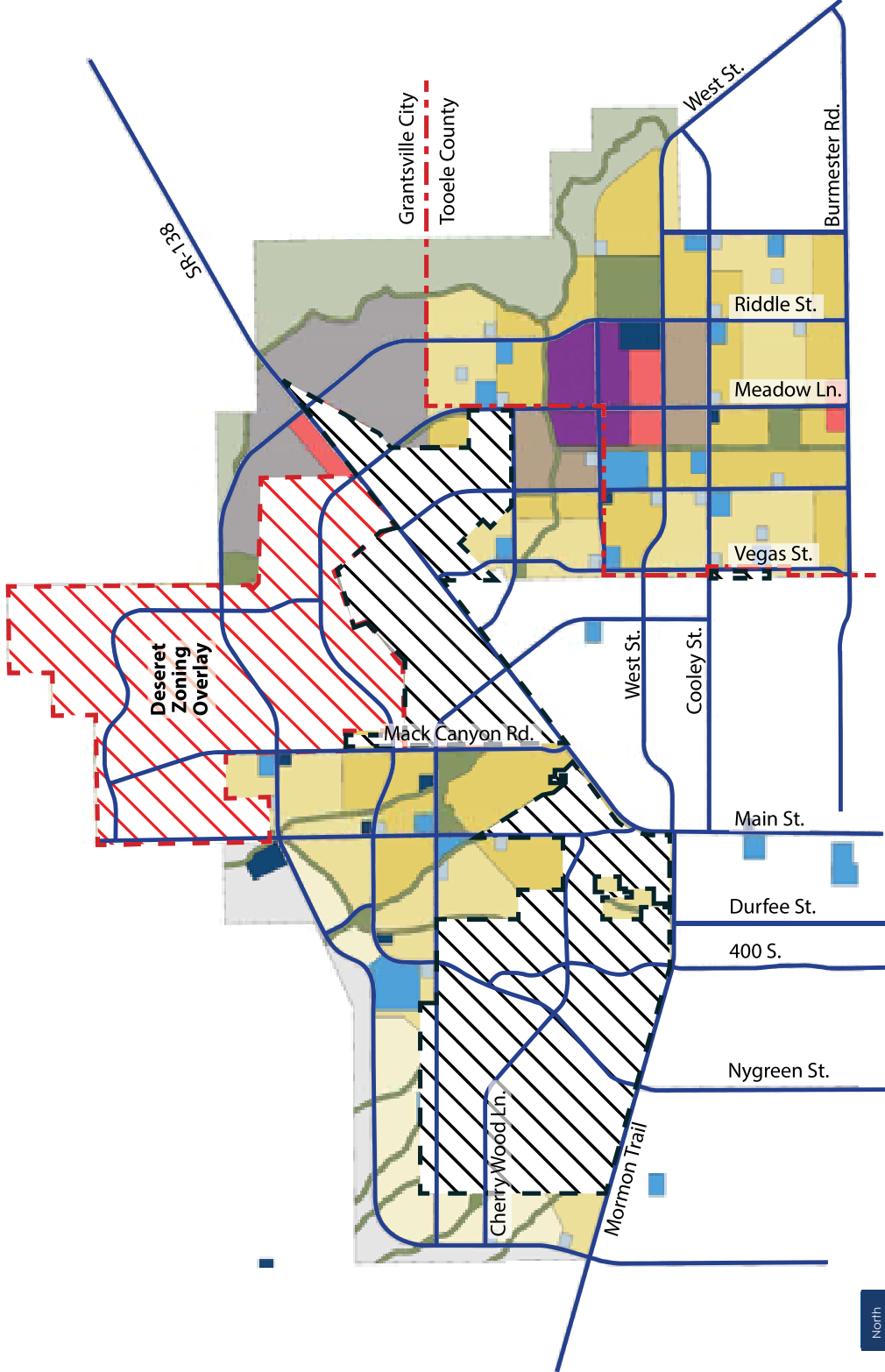
Desert Edge Overlay

Vested Uses July 2024

Existing / Proposed Streets

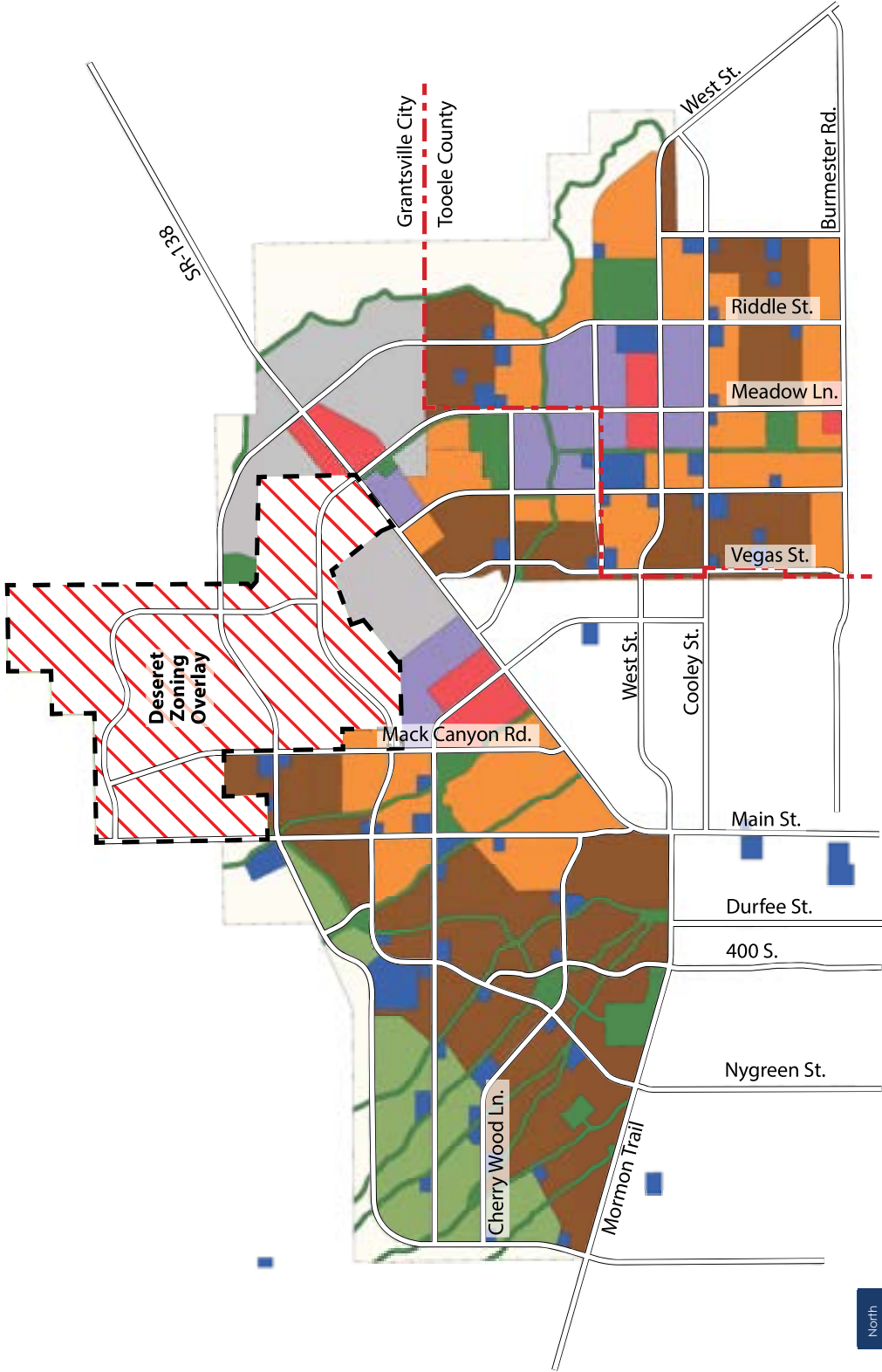
* See page 6-7 for land use descriptions

Note: The Proposed Concept has been revised to show the properties that are currently vested with specific development rights. Vesting has occurred through Zoning, Master Development Agreement, PUD Approval, Preliminary or Final Plat Approvals.



Proposed Future Land Use Map

- LAND USE LEGEND
- Commercial
 - Mixed-Use Density
 - High Single Family Density Residential
 - Medium Density Residential
 - Low Density Residential
 - Rural Residential - 1
 - Rural Residential - 2
 - Industrial
 - Municipal/School/Religious
 - Parks & Open Space
 - Existing / Proposed Streets



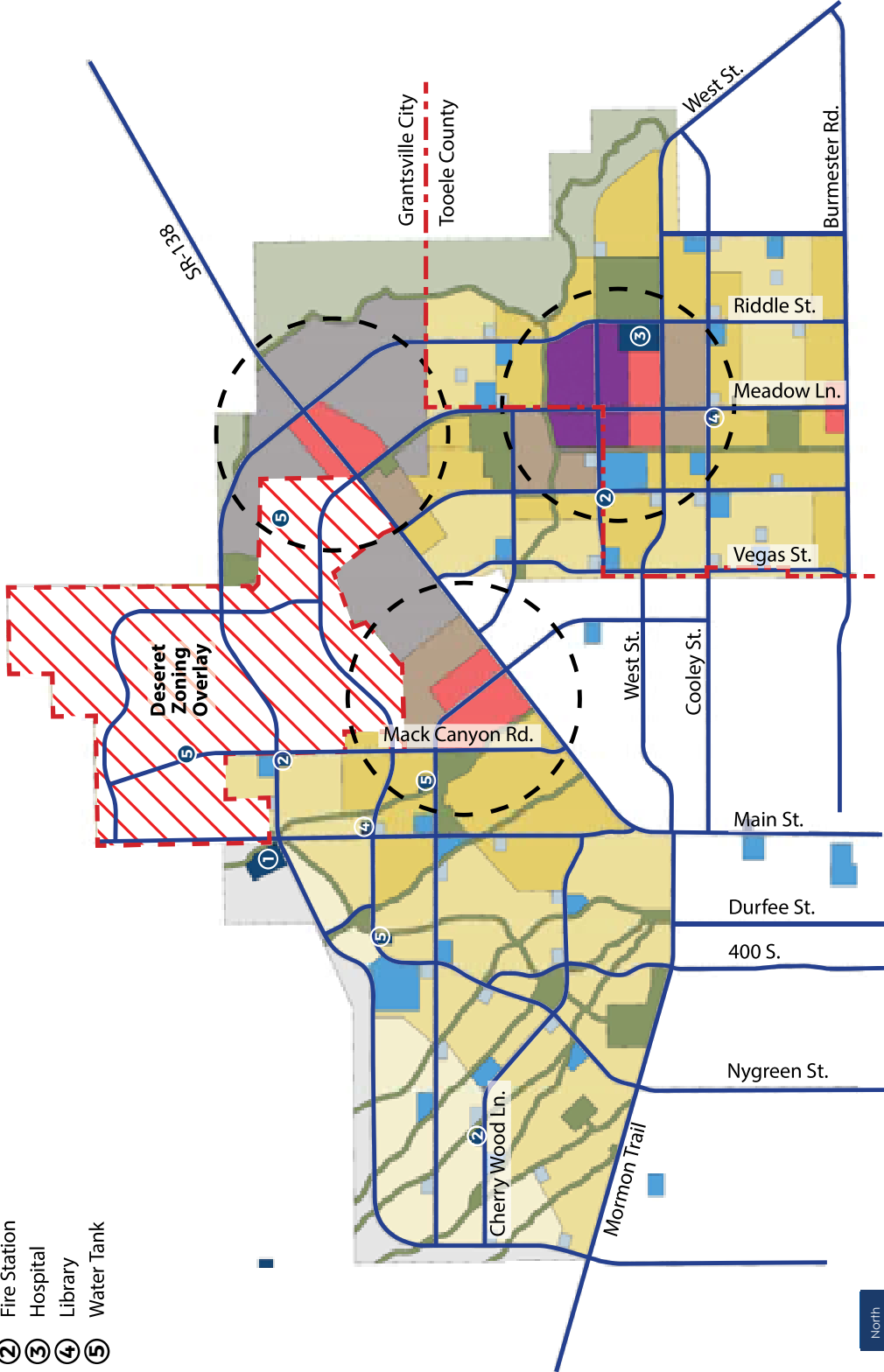
Scale 1"=1,500'

Proposed Concept

- CIVIC USE LEGEND
- ① Cemetery
 - ② Fire Station
 - ③ Hospital
 - ④ Library
 - ⑤ Water Tank

- LAND USE LEGEND*
- Commercial
 - Office
 - Civic - School
 - Civic - Services
 - Religious
 - High Intensity Residential
 - Medium Intensity Residential
 - Low Intensity Residential
 - Very Low Intensity Residential
 - Open Space / Drainage Trails
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 - Flex-Use / Manufacturing
 - Outside Growth Boundary
 - Development Intensity Nodes
 - Desert Edge Overlay
 - Existing / Proposed Streets

* See page 6-7 for land use descriptions



Note: The Proposed Concept has been used to calculate the intensity of use for determining the demands and necessary capacity of proposed infrastructure to serve the planning area. These intensities are based upon the highest and best use to ensure the sizing of the infrastructure will be adequate for potential future demands.



Scale 1"=1,500'

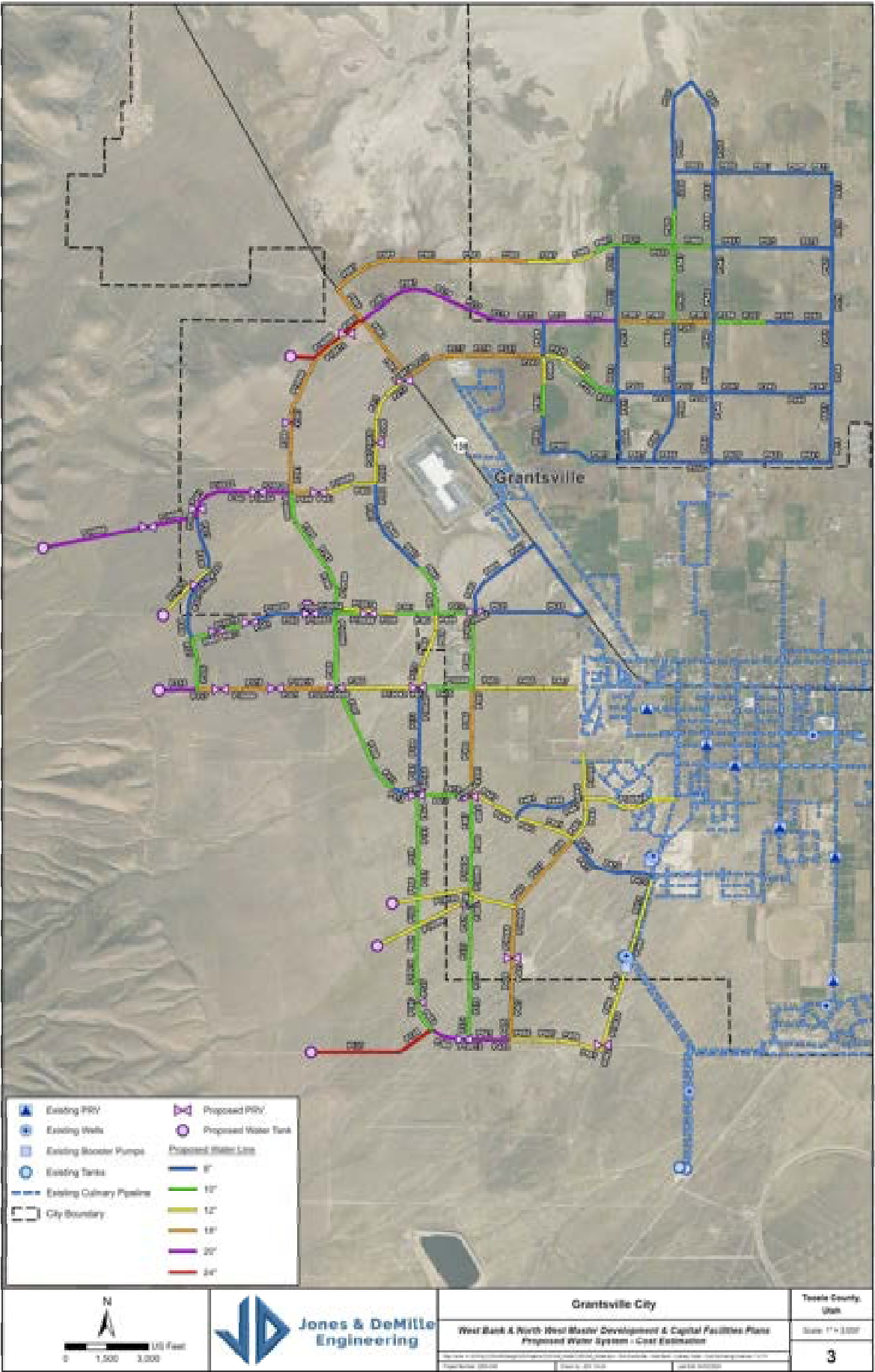


Figure 3. Cost Estimating Overview and Pipe Labels



DESERET

AT GRANTSVILLE

PLANNING COMMISSION
FEBRUARY 20, 2025

APPLICATIONS FOR CONSIDERATION

1. GENERAL PLAN AMENDMENT
2. ZONING OVERLAY DISTRICT



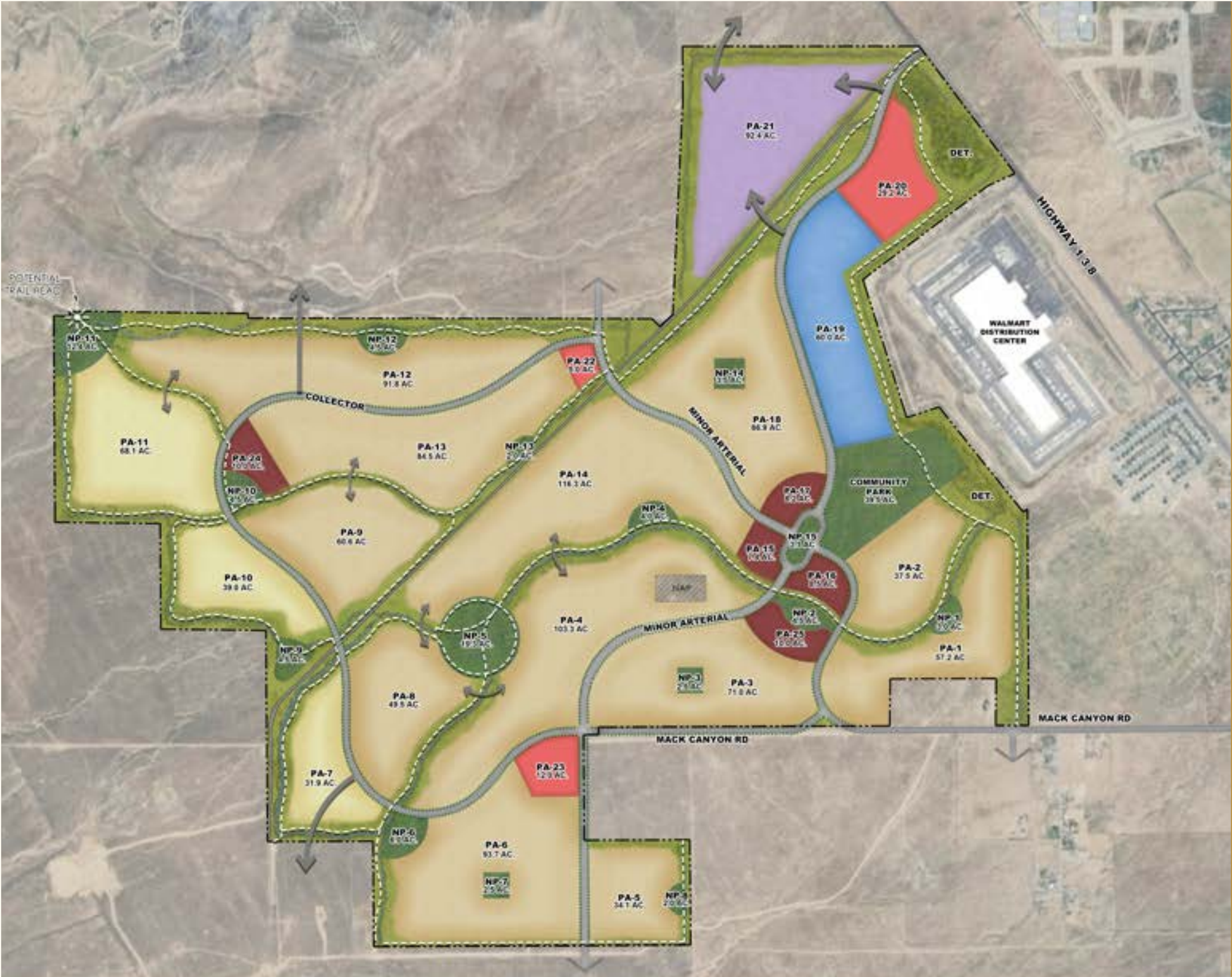
RENDERING IS CONCEPTUAL



RENDERING IS CONCEPTUAL

EXISTING ZONING: MU

- **COMMERCIAL**
 - INCLUDE AT LEAST 50% OF THE LAND AREA AS COMMERCIAL FRONTING THE MAJOR STREET.
 - COMMERCIAL USES ALLOWED IN THE C-N, C-S, AND C-G
- **RESIDENTIAL**
 - **SINGLE FAMILY AND TWIN HOMES:**
 - MINIMUM LOT SIZE: 4,000 SQUARE FEET
 - **SETBACKS:**
 - FRONT: 25 FEET.
 - SIDES: 7.5/10 FEET OR PUE DIMENSION
 - REAR: 20 FEET
 - CORNER LOTS: 25 FEET FRONTING A STREET / 10 FEET SETBACK FOR THE INTERIOR SIDE.
 - MINIMUM LANDSCAPE REQUIREMENT: 25% OF THE TOTAL PROJECT AREA.
- **MULTI-UNIT RESIDENTIAL DEVELOPMENT**
 - MINIMUM LOT SIZE: 2,400 SQUARE FEET
 - **SETBACKS:**
 - FRONT: 25 FEET.
 - SIDES (ATTACHED DWELLINGS): 30 FEET SPACING BETWEEN BUILDINGS / 15 FEET SIDE SETBACK TO PROPERTY LINE
 - REAR: 20 FEET.
 - CORNER LOTS (ATTACHED DWELLINGS): 25 FEET ON EACH SIDE FRONTING A STREET
 - OPEN SPACE REQUIREMENTS: 10% OF THE TOTAL PROJECT AREA.



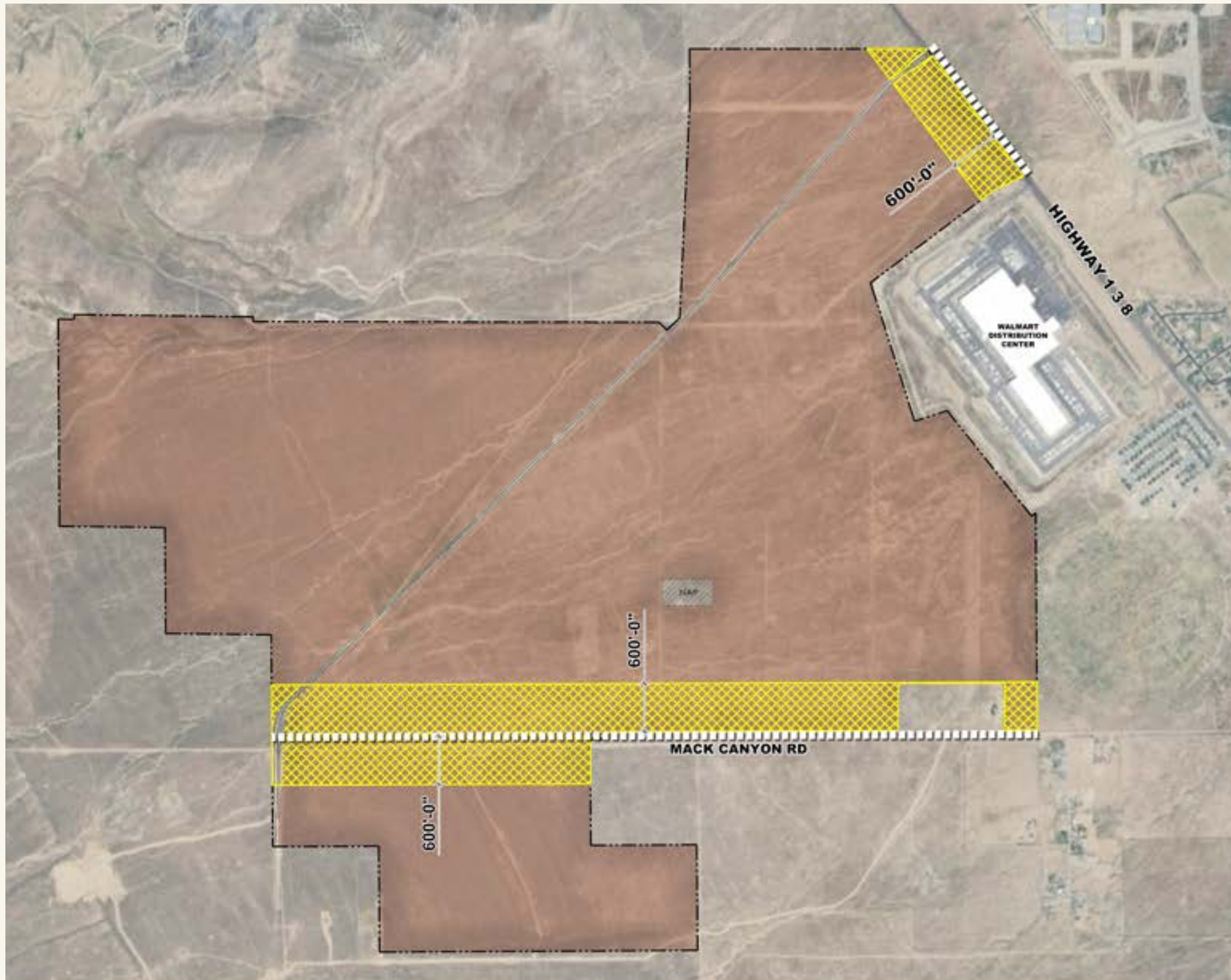
LAND USE SUMMARY		
LAND USE CATEGORY	AREA (ACRES)	UNITS
COMMERCIAL GENERAL	46.2	0
COMMERCIAL NEIGHBORHOOD	44.1	0
COMMERCIAL FLEX	92.4	462
SUBTOTAL	182.7	462
RESIDENTIAL	139.0	556
RESIDENTIAL FLEX	946.4	5979
SUBTOTAL	1085.4	6535
PARK	117.8	0
OPEN SPACE / DRAINAGE	264.2	0
MAJOR R.O.W.	79.0	0
TOTAL	1729.1	6997

LEGEND

- RESIDENTIAL
- RESIDENTIAL FLEX
- COMMERCIAL NEIGHBORHOOD
- COMMERCIAL GENERAL
- COMMERCIAL FLEX
- SCHOOL
- PARK (NP)
- OPEN SPACE / DRAINAGE



LAND USE PLAN



COMMERCIAL REQUIRED PER MU ZONING

- COMMERCIAL
 - INCLUDE AT LEAST 50% OF THE LAND AREA AS COMMERCIAL FRONTING THE MAJOR STREET.
- AREA FRONTING THE MAJOR STREETS: 198.9 AC.
- REQUIRED COMMERCIAL AREA (50%): 99.5 AC.
- COMMERCIAL USES ALLOWED IN THE C-N, C-S, AND C-G



REQUIRED COMMERCIAL PER MU ZONING

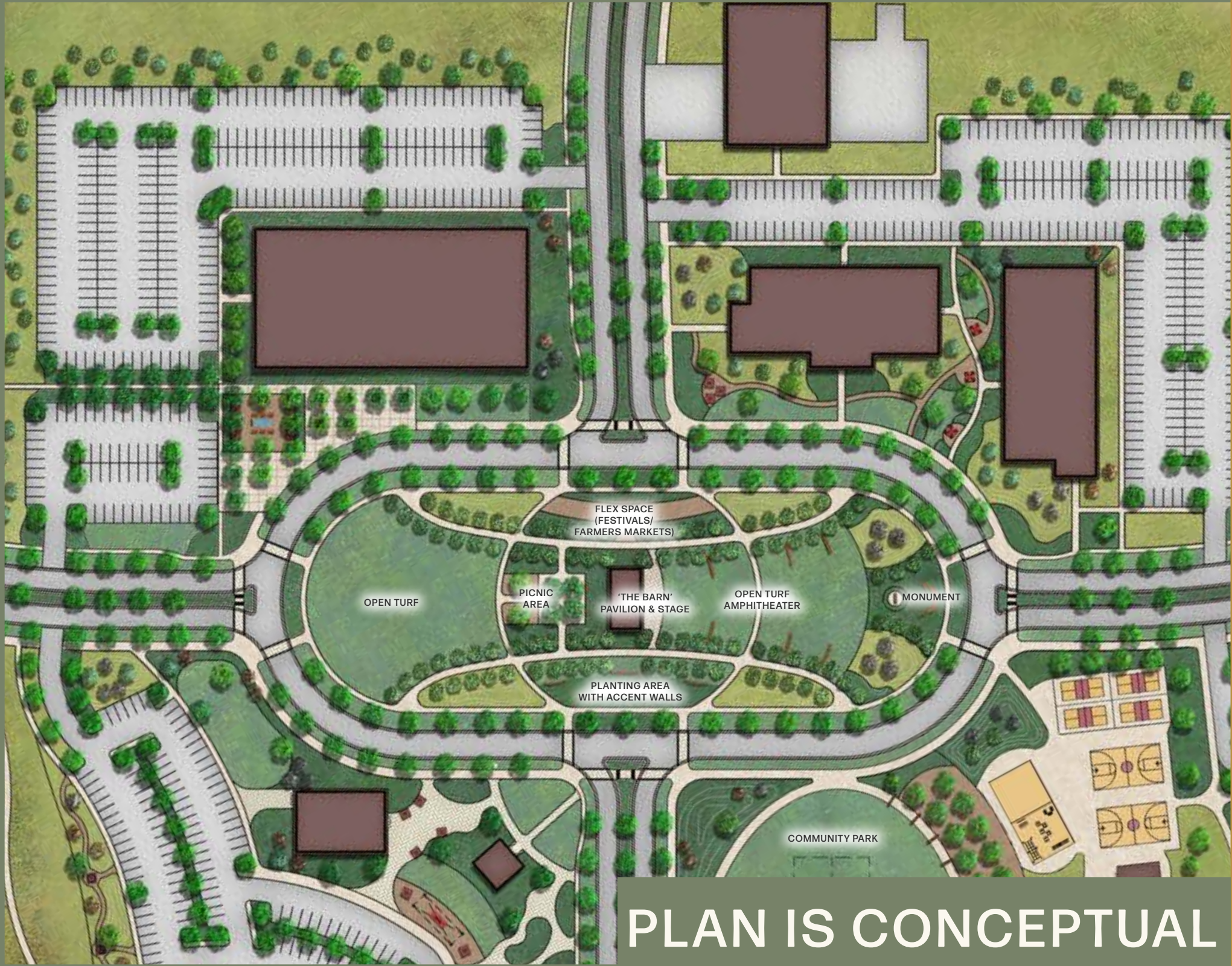
- COMMERCIAL (GENERAL) 46.2 ACRES
- COMMERCIAL (NEIGHBORHOOD) 44.1 ACRES
- COMMERCIAL (FLEX) 92.4 ACRES

COMMERCIAL
182.7 ACRES



COMMERCIAL

SITE PLAN



COMMERCIAL BUILDINGS



COMMUNITY GATHERING SPACES

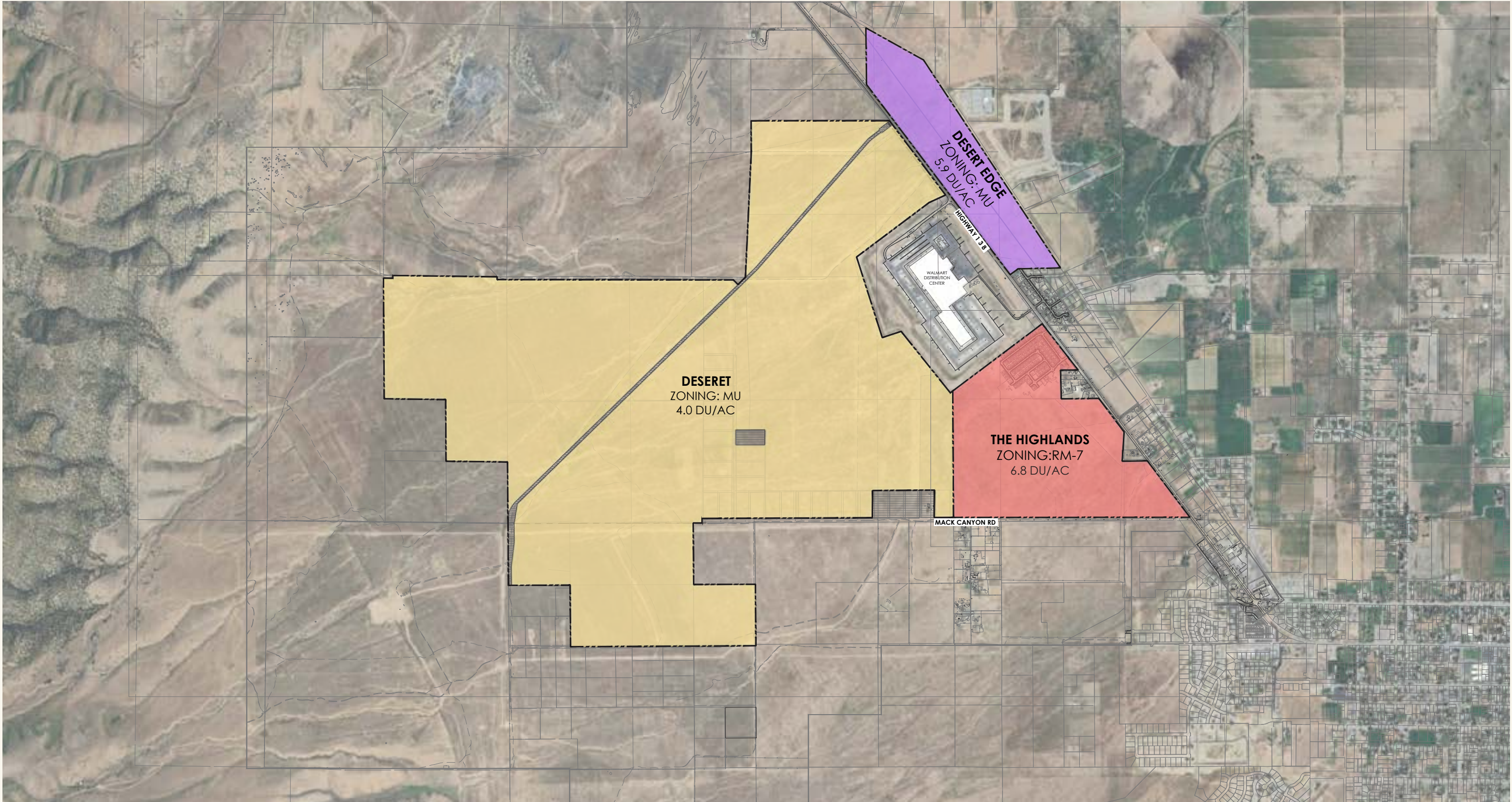


KEYMAP



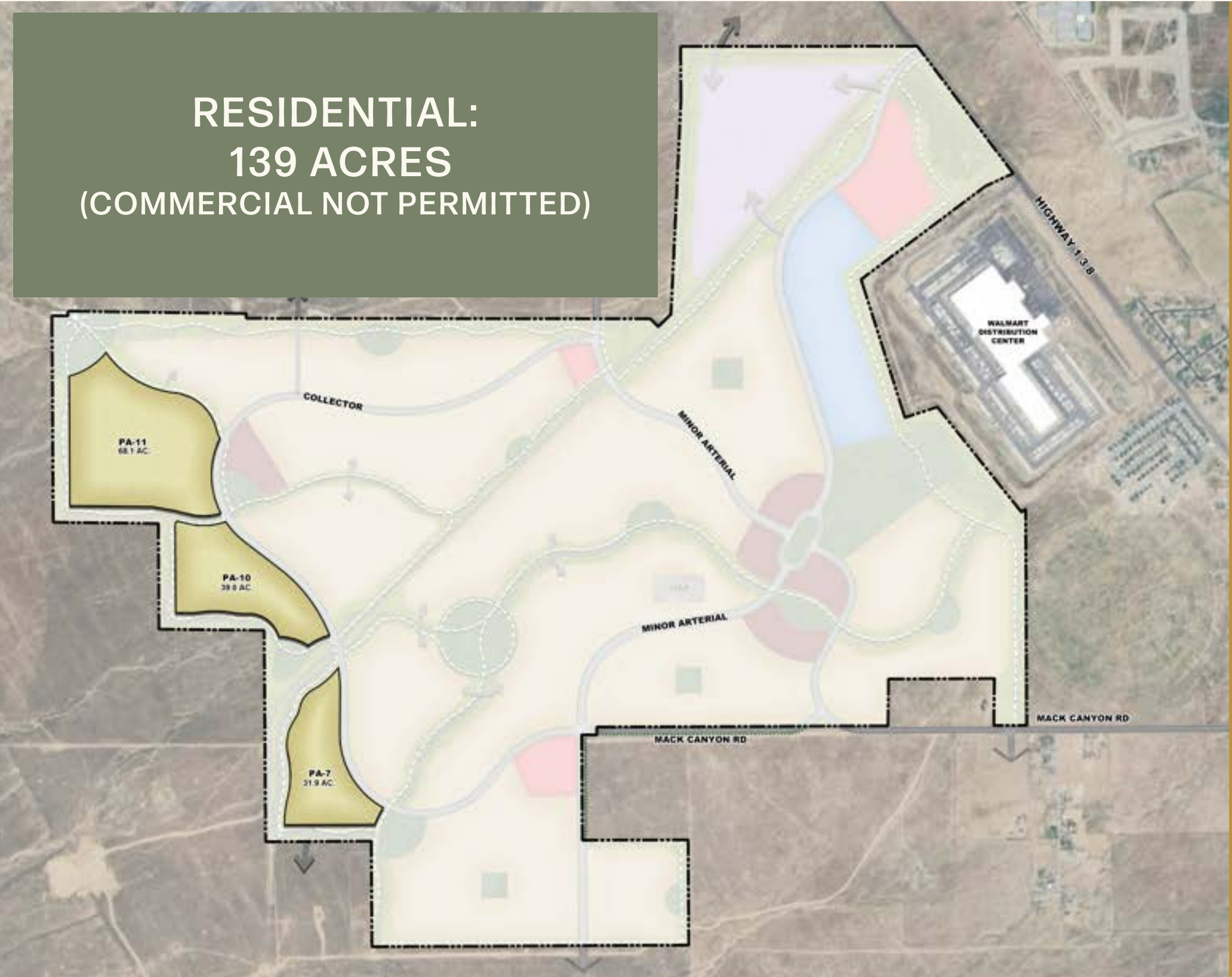
TOWN CENTER

COMMERCIAL



SURROUNDING DEVELOPMENTS

DENSITY EXHIBIT



RESIDENTIAL

SITE PLAN

RESIDENTIAL FLEX:
946.4 ACRES
(COMMERCIAL USES PERMITTED)



SINGLE FAMILY DETACHED



TOWN HOME - FRONT LOADED



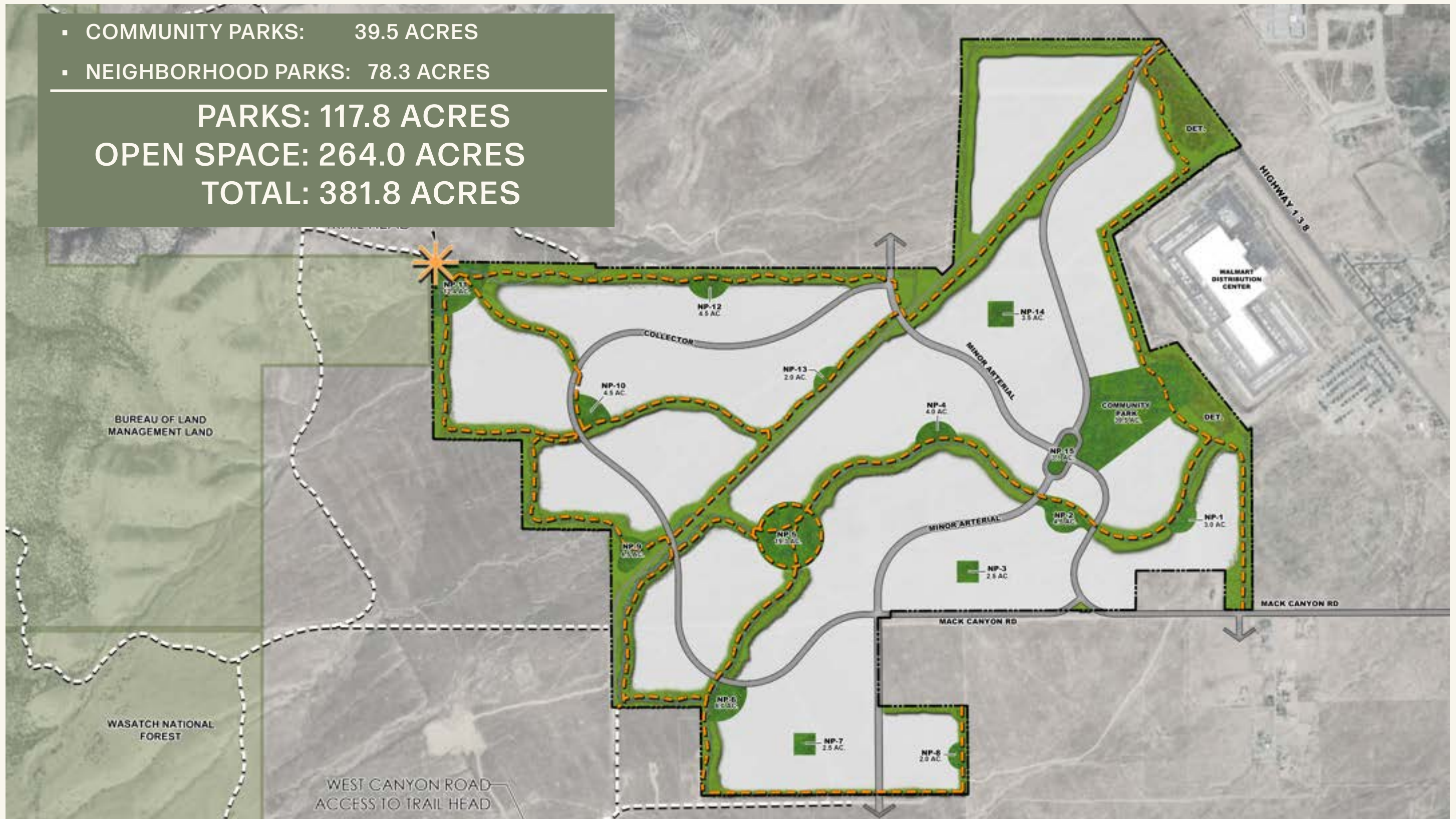
NEIGHBORHOOD RETAIL



RESIDENTIAL FLEX
SITE PLAN

- COMMUNITY PARKS: 39.5 ACRES
- NEIGHBORHOOD PARKS: 78.3 ACRES

PARKS: 117.8 ACRES
OPEN SPACE: 264.0 ACRES
TOTAL: 381.8 ACRES



PARKS, TRAILS & OPEN SPACE

SITE PLAN



SPORTS COMPLEX



COMMUNITY SPACE WITH OPEN TURF



CENTRALIZED AMENITY HUB



COMMUNITY PARK (40 ac.) ENLARGEMENT



PLAN IS CONCEPTUAL



NEIGHBORHOOD PARK (3.5 ac.)

ENLARGEMENT

CAP FACILITY FUND CALCULATIONS

GRANTSVILLE CITY PARK CAPITAL FACILITIES PLAN (CFP)

- LEVEL OF SERVICE FOR PARKS AT 4.00 ACRES PER 1,000 POPULATION.
- DESERET ZONING DISTRICT - PARK REQUIREMENT (BASED ON THE CFP):
- PROPOSED 6,997 UNITS X 3.5 PERSONS PER UNIT = 24,490 POPULATION
- $(24,490 / 1,000) \times 4 \text{ ACRES} = 98.0 \text{ PARK ACRES}$
- PROPOSED PARKS: 117 ACRES

TRIGGERS FOR PARKS

1. NEIGHBORHOOD PARKS:

- WILL BE CONSTRUCTED PRIOR TO THE COMPLETION OF 50% OF THE LOTS/HOMES IN THE PHASE OF THE SUBDIVISION IN WHICH THEY ARE LOCATED.

2. COMMUNITY PARK:

- THE COMMUNITY PARK WILL BE OWNED AND MAINTAINED BY THE CITY OF GRANTSVILLE.
- THE PLAY ELEMENTS IN THE COMMUNITY PARK WILL BE DETERMINED IN COLLABORATION WITH THE CITY.
- THE COMMUNITY PARK WILL BE MASTER-PLANNED AND MAY BE CONSTRUCTED IN PHASES. THERE MAY BE A MAXIMUM FOR FOUR PHASES.
- THE COMMUNITY PARK WILL BE SUBDIVIDED WITH THE ADJACENT PLANNING AREA AND BE DEDICATED TO THE CITY. MASTER DESIGN WILL COMMENCE WITH THE SUBDIVISION.
- THE FIRST PHASE OF THE COMMUNITY PARK WILL BE COMPLETE PRIOR TO THE ISSUANCE OF THE 1,500TH CERTIFICATE OF OCCUPANCY (CO) FOR THE COMMUNITY.
- THE CONSTRUCTION OF SUBSEQUENT PHASES WILL OCCUR WITH EVERY 1,500 CO'S.



DESERET PARKS



RENDERING IS CONCEPTUAL



TOWN GREEN
RENDERING

GRANTSVILLE CODE

CODE DEVIATIONS

- 1. SETBACKS
(SFD, TWIN, TOWNHOMES)
- 2. LOT SIZES/ FRONTAGE
(SFD, TWIN HOMES)
- 3. PHASE DEVELOPMENT
- 4. UTILITY EASEMENTS

CODE COMPLIANT

- 1. COMMERCIAL SETBACKS,
USES, AND STANDARDS
- 2. PARKING
- 3. SIGNS
- 4. APARTMENT AND
CONDOMINIUMS, LOT
SIZES, SETBACKS, AND
STANDARDS
- 5. ROAD SECTIONS
- 6. DRIVEWAY LENGTHS (25')
- 7. ESTATE HOME LOT SIZE
AND SETBACKS

CODE ENHANCEMENTS

- 1. FENCING
- 2. LANDSCAPE
- 3. ARCHITECTURE STANDARDS
- 4. LIGHTING
- 5. MULTI FAMILY OPEN SPACE



GRANTSVILLE CODE



SINGLE FAMILY ATTACHED (TOWNHOMES)

CITY STANDARD	DESERET STANDARD
25 FEET	10 FEET (FRONT LOADED) 25 FEET TO GARAGE (FRONT LOADED) 10 FEET (ALLEY LOADED)

TWIN/ TWO FAMILY HOMES

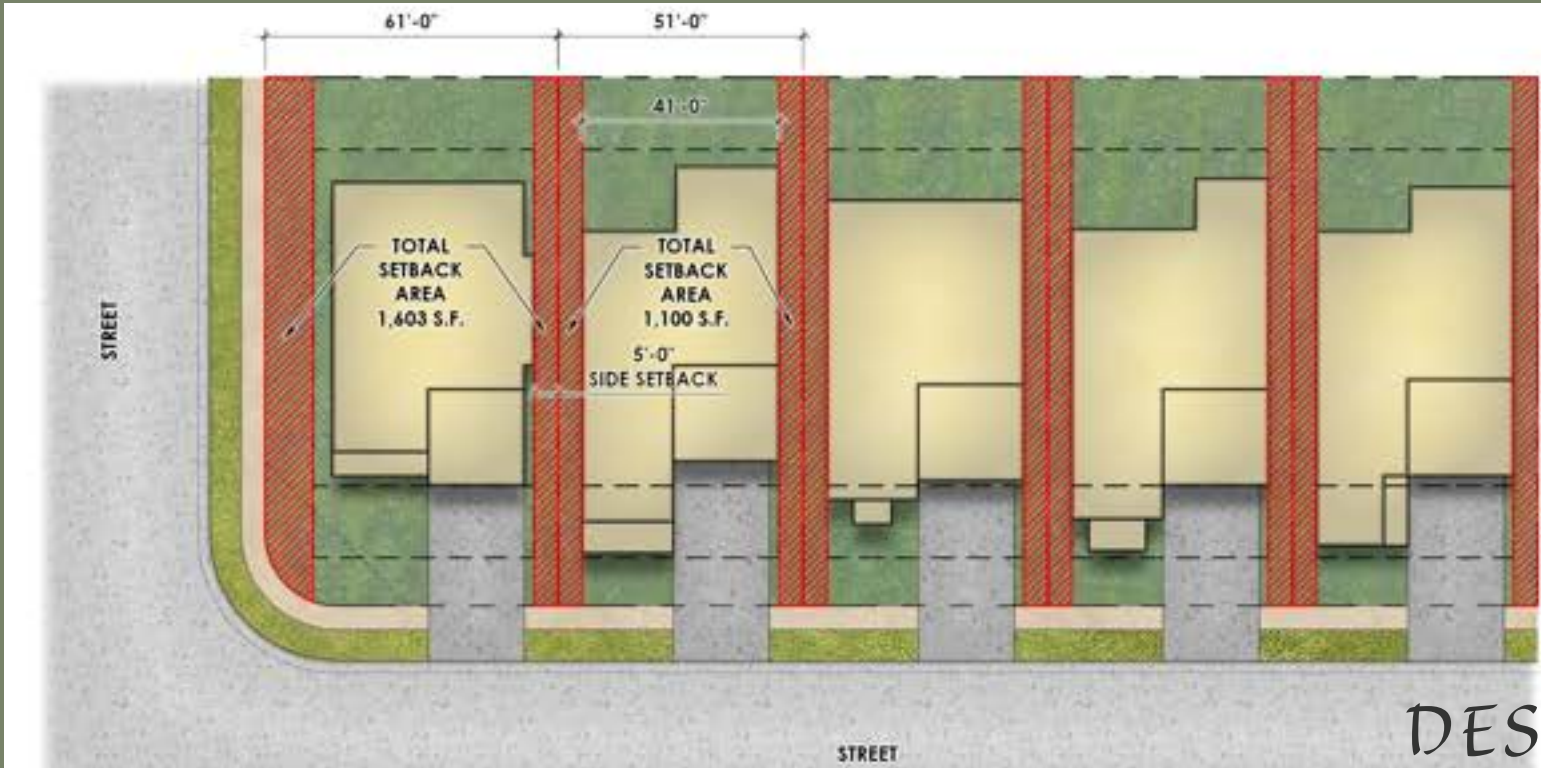
CITY STANDARD	DESERET STANDARD
25 FEET	10 FEET (FRONT LOADED) 25 FEET TO GARAGE (FRONT LOADED) 10 FEET (ALLEY LOADED)

SINGLE FAMILY DETACHED

CITY STANDARD	DESERET STANDARD
25 FEET	10 FEET (FRONT LOADED) 25 FEET TO GARAGE (FRONT LOADED) 10 FEET (ALLEY LOADED)

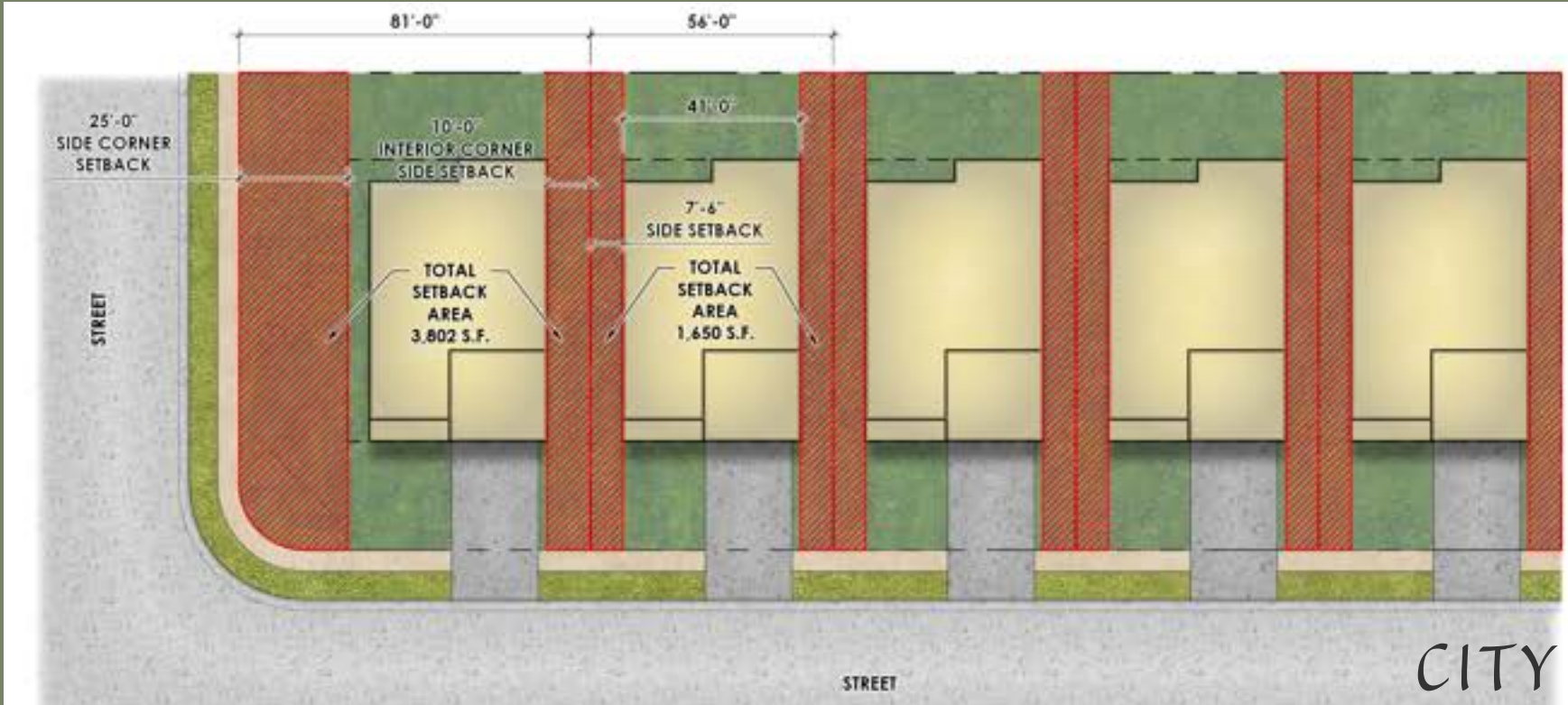


DEVIATIONS
FRONT SETBACKS



SINGLE FAMILY ATTACHED (TOWNHOMES)	
CITY STANDARD	DESERET STANDARD
15 FEET	5 FEET (FRONT LOADED) 5 FEET (ALLEY LOADED)

TWIN/ TWO FAMILY HOMES	
CITY STANDARD	DESERET STANDARD
7.5 FEET	5 FEET (FRONT LOADED) 5 FEET (ALLEY LOADED)



SINGLE FAMILY DETACHED	
CITY STANDARD	DESERET STANDARD
7.5 FEET	5 FEET (FRONT LOADED) 5 FEET (ALLEY LOADED)



DEVIATIONS

SIDE SETBACKS



SINGLE FAMILY ATTACHED (TOWNHOMES)
CITY STANDARD DESERET STANDARD

20 FEET 15 FEET (FRONT LOADED)
5 FEET (ALLEY LOADED)

TWIN/ TWO FAMILY HOMES
CITY STANDARD DESERET STANDARD

20 FEET 10 FEET (FRONT LOADED)
5 FEET (ALLEY LOADED)

SINGLE FAMILY DETACHED
CITY STANDARD DESERET STANDARD

20 FEET 15 FEET (FRONT LOADED)
5 FEET (ALLEY LOADED)



DEVIATIONS
REAR SETBACKS



RENDERING IS CONCEPTUAL



TWIN/ TWO FAMILY HOMES		
	CITY STANDARD	DESERET STANDARD
LOT SIZE MIN.	4,000 SF	4,000 SF (FRONT LOADED) 2,400 SF (ALLEY LOADED)
LOT FRONTAGE	50 FEET	40 FEET (FRONT LOADED) 30 FEET (ALLEY LOADED)
SINGLE FAMILY DETACHED		
	CITY STANDARD	DESERET STANDARD
LOT SIZE MIN.	4,000 SF	4,500 SF (FRONT LOADED) 2,400 SF (ALLEY LOADED)
LOT FRONTAGE	50 FEET	45 FEET (FRONT LOADED) 30 FEET (ALLEY LOADED)

DEVIATIONS

LOT SIZES



PHASE DEVELOPMENT	
CITY STANDARD	DESERET STANDARD
▪ 50 LOTS PER FILING ▪ SUBSEQUENT FILINGS ONLY WHEN 70% BUILT	▪ 200 LOTS PER FILING ▪ UP TO 600 LOTS OR 3 FILINGS MAY BE IN REVIEW AT THE SAME TIME
DESIGN STANDARD EASEMENTS	
CITY STANDARD	DESERET STANDARD
▪ 10 FOOT FRONT ▪ 7.5 FOOT SIDE AND REAR	▪ 5 FOOT FRONT OR AS APPROVED BY UTILITY PROVIDER ▪ 5 FOOT SIDE, ONLY IF NEEDED FOR UTILITY CONNECTIONS

DEVIATIONS

SUBDIVISION

DESERET ZONING OVERLAY DISTRICT DEVIATIONS FROM GLUMC				
Grantsville, Utah				2/4/2025
Code Section	City Standard	Deseret Standard		Comments
Chapter 4. Regulations				
Fencing				
Max Height	6 feet	6 feet for residential 8 feet for commercial screening		An eight(8) foot fence is allowed to screen commercial uses from residential uses.
Multi-Unit Residential				
Single Family Attached (townhomes)		Front Loaded	Alley Loaded	
Front Setback	25 feet	10 feet 25 feet to garage	10 feet	The ten (10) foot front setback allows for variety in the home placement along the street. All garages must be 25 feet back but the front porch or other living spaces may be forward of that. This gives the homeowner more living space and may increase the size of the rear yard by moving the house forward.
Side Setback	15 feet	5 feet	5 feet	The five foot side setback meets international fire code requirements for a 10 foot building separation. This reduced setback allows for more units within the development thereby reducing the cost in a product that is price point sensitive.
Rear Setback	20 feet	15 feet	5 feet	This reduced setback allows for more units within the development thereby reducing the cost in a product that is price point sensitive.
Building Separation	30 feet	10 feet	10 feet	The five foot side setback meets international fire code requirements for a 10 foot building separation. This reduced setback allows for more units within the development thereby reducing the cost in a product that is price point sensitive.
Corner setback	25 feet	10 feet or sight triangle	10 feet or sight triangle	Ten feet from the corner provides adequate sight distance without creating overly large side yards.



DEVIATIONS SINGLE FAMILY ATTACHED

DESERET ZONING OVERLAY DISTRICT DEVIATIONS FROM GLUMC				
Grantsville, Utah				2/4/2025
Code Section	City Standard	Deseret Standard		Comments
Twin / Two Family Homes				
Lot Size (min)	4,000 sf	4,000 sf	2,400 sf	The minimum lot size for a front loaded home is the same as allowed in the MU District. The alley loaded home is reduced to 2,400 because a rear-loaded home can have a narrow footprint and large yards are not associated with this product.
Lot Frontage	50 feet	40 feet	30 feet	Reduced lot frontage allows for the lots to be right sized for the product. Excess side yard is not space that is valued by homeowners.
Front Setback	25 feet	10 feet 25 feet to garage	10 feet	The ten (10) foot front setback allows for variety in the home placement along the street. All garages must be 25 feet back but the front porch or other living spaces may be forward of that. This gives the homeowner more living space and may increase the size of the rear yard by moving the house forward.
Side Setback	7.5 feet	5 feet	5 feet	The five foot side setback meets international fire code requirements for a 10 foot building separation. In addition, the extra 2.5 feet of side yard is not usable to the homeowner so they are paying for land that they will not utilize. The reduction in land area may be better spent on enhancements to the home that the homeowner values and reducing the lot size allows for more land for parks and open space.
Rear Setback	20 feet	10 feet	5 feet	Reducing the rear yard setback allows for an adequately sized single story home to fit on the lot. Most 2 story homes will be set back further due to the more compact footprint.
Corner setback	25 feet	10 feet (must adhere to sight triangle)	10 feet (must adhere to sight triangle)	Ten feet from the corner provides adequate sight distance without creating overly large side yards.



DEVIATIONS TWIN/TWO FAMILY HOMES

DESERET ZONING OVERLAY DISTRICT DEVIATIONS FROM GLUMC				
Grantsville, Utah				2/4/2025
Code Section	City Standard	Deseret Standard		Comments
Chapter 19a. Mixed Use				
Single Family Detached		Front Loaded	Alley Loaded	
Lot Size (min)	4,000 sf	*4,500 sf	2,400 sf	The minimum lot size for a front loaded home is larger than allowed in the MU District. The Alley loaded home is reduced to 2,400 because a rear-loaded home can have a narrow footprint and large yards are not associated with this product.
Lot Frontage	50 feet	45 feet	30 feet	Reduced lot frontage allows for the lots to be right sized for the product. Excess side yard is not space that is valued by homeowners.
Front Setback	25 feet	10 feet 25 feet to garage	10 feet	The ten (10) foot front setback allows for variety in the home placement along the street. All garages must be 25 feet back but the front porch or other living spaces may be forward of that. This gives the homeowner more living space and may increase the size of the rear yard by moving the house forward.
Side Setback	7.5 feet	5 feet	5 feet	The five foot side setback meets international fire code requirements for a 10 foot building separation. In addition, the extra 2.5 feet of side yard is not usable to the homeowner so they are paying for land that they will not utilize. The reduction in land area may be better spent on enhancements to the home that the homeowner values and reducing the lot size allows for more land for parks and open space.
Rear Setback	20 feet	15 feet	5 feet	Reducing the rear yard setback allows for an adequately sized single story home to fit on the lot. Most 2 story homes will be set back further due to the more compact footprint.
Corner setback	25 feet	10 feet (must adhere to sight triangle)	10 feet (must adhere to sight triangle)	Ten feet from the corner provides adequate sight distance without creating overly large side yards.



DEVIATIONS SINGLE FAMILY DETACHED

DESERET ZONING OVERLAY DISTRICT DEVIATIONS FROM GLUMC			
Grantsville, Utah			2/4/2025
Code Section	City Standard	Deseret Standard	Comments
Chapter 21. Subdivision			
Phase Development	50 lots per filing	200 lots per filing	Due to the millions of dollars in infrastructure required to open this community, it is necessary to sell homes as expeditiously as possible. We are happy to assist with review by paying for third party reviewers as needed to manage the work load.
	subsequent filings only when 70% built	up to 600 lots or 3 filings may be in review at any one time	
Design Standards			
Easements	10 foot front	5 foot front or as approved by utility providers	Excessive easements puts limits on the usable outdoor space for homeowners. Easements should be sized to adequately accommodate the utility.
	7.5 foot side and rear	5 foot side, only if needed for utility connections	



DEVIATIONS SUBDIVISION



DEVELOPMENT STANDARDS MATRIX

RESIDENTIAL DEVELOPMENT STANDARDS MATRIX

GREEN COURT HOME

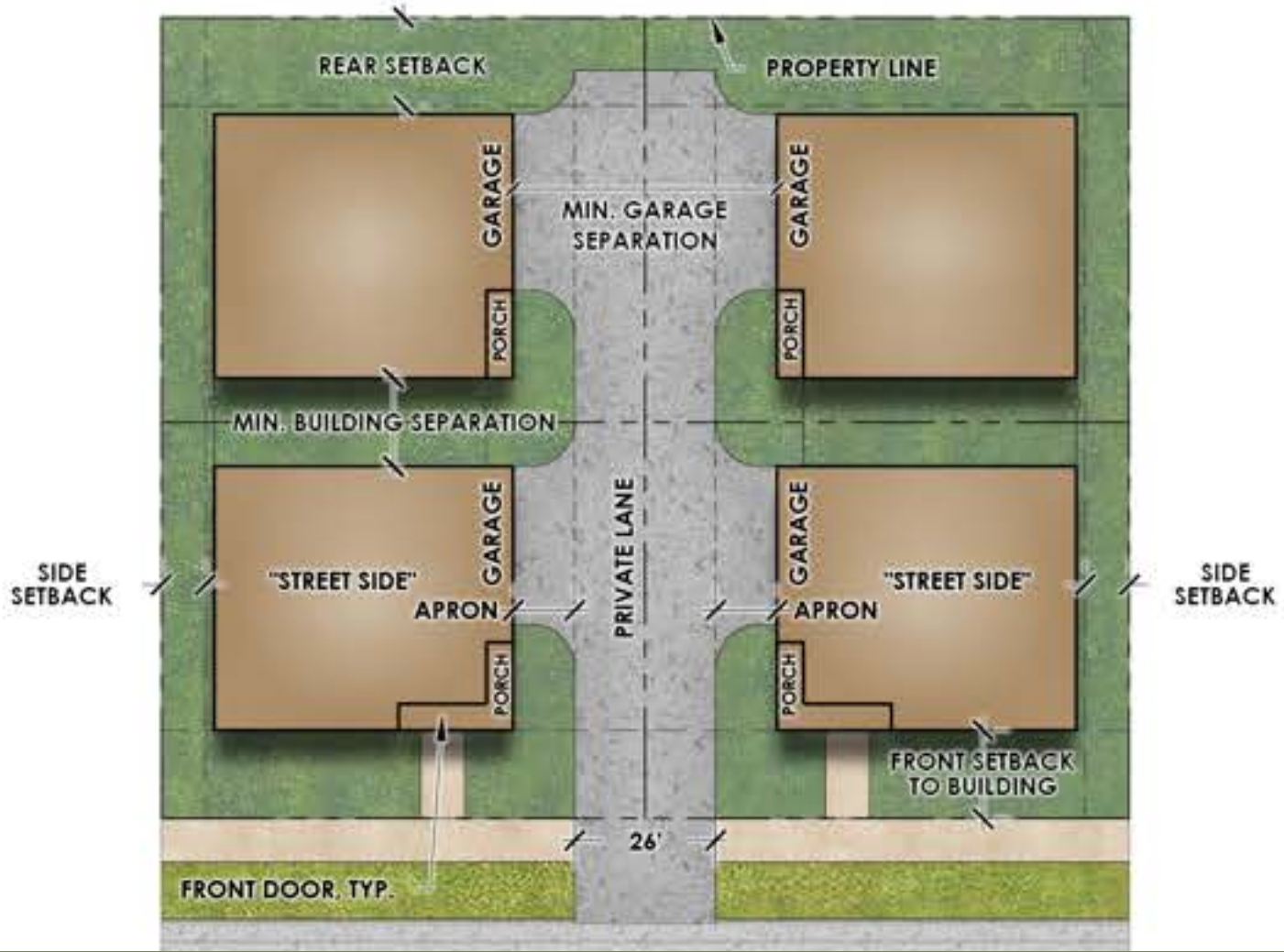
STANDARDS	
MINIMUM LOT SIZE	2,000
MINIMUM LOT FRONTAGE / WIDTH	30'
MINIMUM BUILDING WIDTH	20'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
MIN. BUILDING SEPARATION (1)	10'
MIN. GARAGE SEPARATION	36'
REAR SETBACK	10'
MAXIMUM DISTANCE FROM STREET	150'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	20'
SIDE SETBACK	3'
REAR SETBACK	5'
SIDE (CORNER) SETBACK	15'

NOTES:

1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
3. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
4. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.



GREEN COURTS



DEVELOPMENT STANDARDS MATRIX	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
COTTAGE HOME	
STANDARDS	
MINIMUM LOT SIZE	2,000
MINIMUM LOT FRONTAGE / WIDTH	30'
MINIMUM BUILDING WIDTH	20'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
SIDE SETBACK	5'
MIN. BUILDING SEPARATION (1)	10'
MIN. GARAGE SEPARATION	36'
REAR SETBACK	10'
SIDE (CORNER) SETBACK (3)	10'
ACCESSORY USE	
MAXIMUM HEIGHT	15'
FRONT SETBACK (2)	20'
SIDE SETBACK	3'
REAR SETBACK	5'
SIDE (CORNER) SETBACK	15'

NOTES:

1. BUILDING SEPARATION MUST FOLLOW THE REQUIREMENTS STATED WITHIN THE CURRENT FIRE CODE AND/OR INTERNATIONAL BUILDING CODE (I.B.C.).
2. ACCESSORY USES MUST BE SET BACK EQUAL TO OR FURTHER FROM THE PUBLIC R.O.W. THAN THE PRINCIPAL USE.
3. BUILDINGS MAY NOT ENCROACH ON SIGHT TRIANGLE.
4. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.

CODE COMPLIANT

- COMMERCIAL SETBACKS, USES, AND STANDARDS
- PARKING
- SIGNS
- APARTMENT AND CONDOMINIUMS, LOT SIZE, SETBACKS, AND STANDARDS
- ROAD SECTIONS
- DRIVEWAY LENGTHS (25')
- ESTATE HOME LOT SIZE & SETBACKS

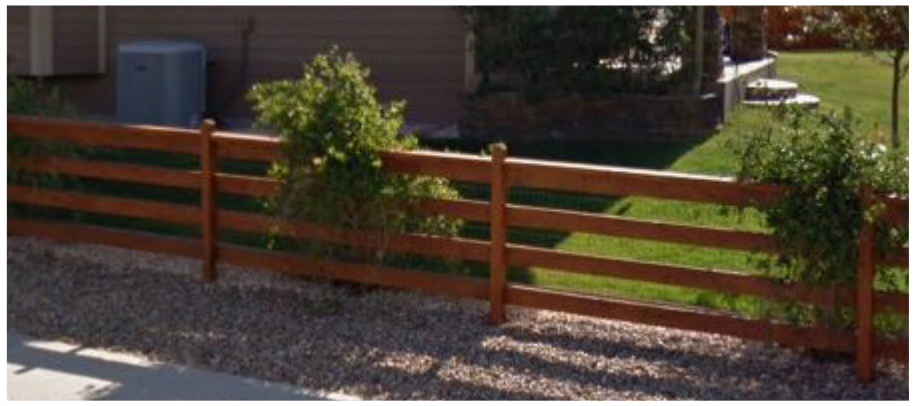
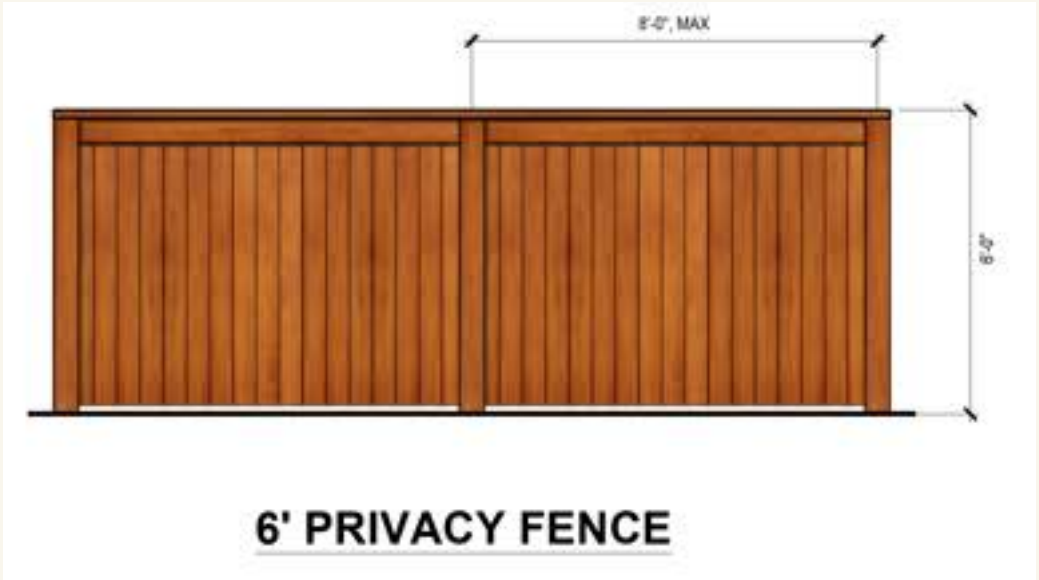
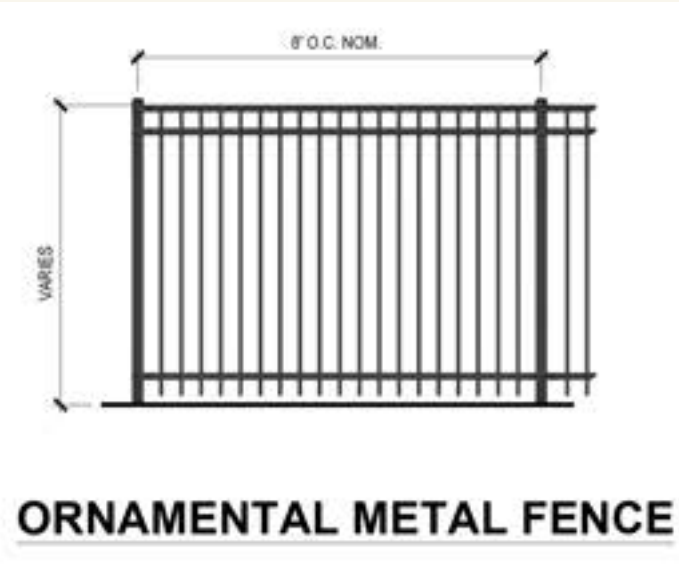
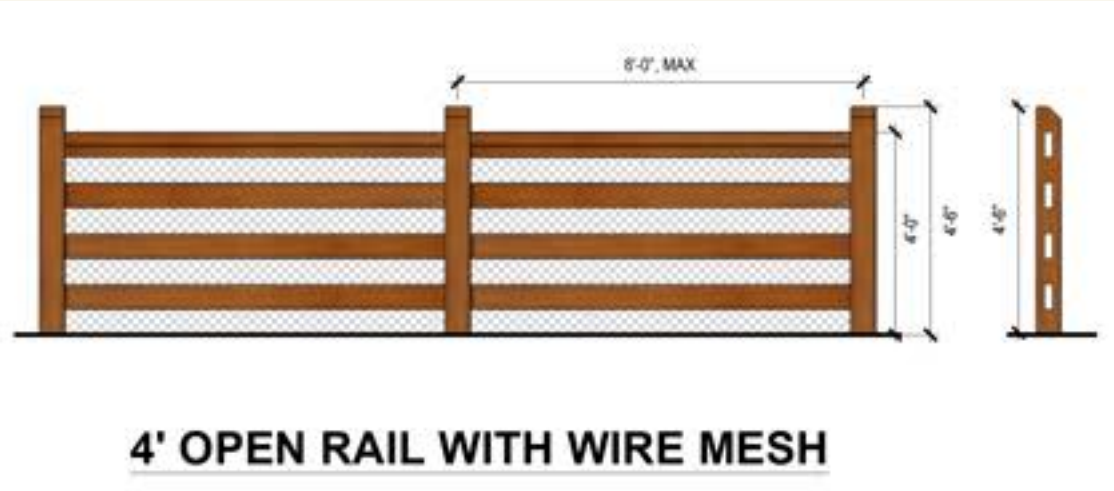
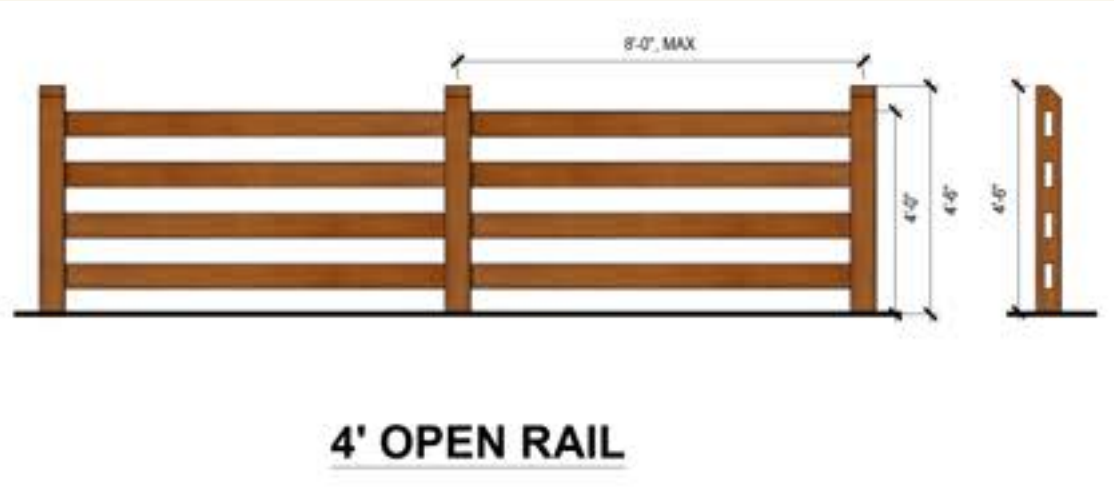


RENDERING IS CONCEPTUAL



FENCING

- CITY STANDARD
 - MATERIALS: NONE
 - STYLE: NONE
- DESERET STANDARD:
 - MATERIALS: VINYL NOT PERMITTED
 - STYLE: DETAILS INCLUDED FOR CONSISTENCY THROUGHOUT DESERET



4' WOOD OPEN RAIL FENCE



6' SOLID WOOD PRIVACY FENCE



6' ORNAMENTAL METAL FENCE



CODE ENHANCEMENTS
FENCING DESIGN STANDARDS

- 30' LANDSCAPE BUFFER
 - ALONG COLLECTORS AND ARTERIALS
- MINIMUM PLANT MATERIAL QUANTITIES
 - BUFFERS
 - DETENTION
 - PARKWAY
 - MEDIAN
 - PARKING LOTS
 - PARKS



DESERET LANDSCAPE BUFFER:

- 30' LANDSCAPE BUFFER MAY VARY IN WIDTH TO CREATE VISUAL INTEREST BUT SHALL BE A MINIMUM OF 20 FEET AT ITS NARROWEST DIMENSION.
- MINIMUM OF ONE TREE AND TEN SHRUBS PER 40 LINEAR FEET.
- WHEN HOUSES BACK TO THE ROAD 50% OF THE TREES SHALL BE EVERGREEN FOR SCREENING.
- WATERWISE LANDSCAPE (NATIVE SEED AND XERISCAPE PLANTS)



CODE ENHANCEMENTS

LANDSCAPE COMPARISON



LANDSCAPE RENDERING

GRANTSVILLE GENERAL PLAN: “MEMBERS OF THE GRANTSVILLE COMMUNITY SHARE THE GOALS OF HIGH QUALITY AND ACCESSIBLE HOUSING. THIS CAN BE ACHIEVED BY ALLOWING DIVERSE HOUSING STYLES THAT BLEND AESTHETICALLY WITH NEIGHBORING STRUCTURES AND LAND USES.”

DESERET ZONING DISTRICT ARCHITECTURAL STANDARDS HIGHLIGHTS:

- DIVERSITY OF HOUSING TYPES
- PRODUCT VARIATION: EACH HOUSING MODEL SHALL PROVIDE AND EXHIBIT AT LEAST THREE FEATURES THAT CLEARLY AND OBVIOUSLY DISTINGUISH THEM FROM OTHER HOUSING MODELS
- STREET FACADES WITH UNINTERRUPTED LENGTH EXCEEDING 50 FEET WILL INCLUDE AT LEAST TWO OF THE FOLLOWING:
 - CHANGE IN PLANE
 - CHANGE IN COLOR, TEXTURE OR PATTERN, MATERIAL
 - WINDOWS
 - COLUMNS, PIERS, OR EQUIVALENT ELEMENT THAT SUBDIVIDES THE WALL
- MAX BUILDING HEIGHTS OF 45 FEET FOR MULTI-FAMILY AND NON-RESIDENTIAL STRUCTURES AND 35 FEET FOR RESIDENTIAL
- MULTI-FAMILY BUILDING FACADES SHALL BE ARTICULATED WITH PORCHES, BALCONIES, BAYS, OR OTHER OFFSETS.
- NON-RESIDENTIAL: THE DESIGN OF BUILDINGS WHICH FACE PUBLIC STREETS, ADJACENT DEVELOPMENTS, OR CONNECTED PEDESTRIAN SPACES SHALL EMPLOY 360° DESIGN.



SINGLE FAMILY DETACHED



SINGLE FAMILY DETACHED



ESTATE HOMES



ESTATE HOMES



RETAIL/ COMMERCIAL



RETAIL/ COMMERCIAL



CODE ENHANCEMENTS

ARCHITECTURE

LIGHTING

- CITY STANDARD:
 - NONE
- DESERET STANDARD:
 - DARK SKY COMPLIANCE AND CUT OFF DOWN CAST FIXTURES



CODE ENHANCEMENTS

LIGHTING

DESERET ZONING OVERLAY DISTRICT		
Grantsville, Utah		
Code Section	City Standard	Deseret Standard
Chapter 4. Regulations		
Fencing		
*Materials	none	vinyl not permitted
*Style	none	details included for consistency throughout Deseret
Multi-Unit Residential		
*Common Open Space	10%	20%
Chapter 9. Landscape		
*Landscape Buffers along Arterials and Collector Roads	none	30' along arterial and collector roads
Landscape Reqmts		
Parkway	1 tree / 30 feet	1 tree / 30 feet
*Detention	none	1 tree / 100 lf
*Landscape Buffers	none	1 tree and 10 shrubs per 40 lf
*Medians	none	1 tree / 40 lf
*Parking Lots	none	1 tree per 10x18' island
*Parks	none	1 tree and 5 shrubs per 1,500 sf
*Other Landscape Areas	none	1 tree and 5 shrubs per 3,000 sf



CODE ENHANCEMENTS

DESERET ZONING OVERLAY DISTRICT		
Grantsville, Utah		
Code Section	City Standard	Deseret Standard
Chapter 19a. Mixed Use		
*Landscape Requirement	25%	27% (22% parks and open space + 5% landscape area)
Chapter 21. Subdivision		
*Open Space	10%	22%
Design Standards		
Blocks	none	700 feet maximum. Maximum of 1,000 feet with 30' tract
Other Design Standards		
*Lighting	none	dark sky compliance and cut off down cast fixtures
*Residential Architecture	none	product variation requirements
		green court development standards
		motor court development standards
		multifamily 360 design requirements, articulation requirements
*Commercial Architecture	none	mechanical and service yard screening requirements
* Triggers	none	parks included



CODE ENHANCEMENTS

MODERATE INCOME HOUSING

- STATE BILL 34 ENCOURAGES LOCAL COMMUNITIES TO PLAN FOR HOUSING FOR RESIDENTS OF ALL INCOME LEVELS, AND COORDINATE THAT HOUSING WITH TRANSPORTATION. COMMUNITIES ARE REQUIRED TO DEVELOP A MODERATE INCOME HOUSING (MIH) PLAN AS PART OF THEIR GENERAL PLAN. COMMUNITIES THAT ARE REQUIRED TO ANNUALLY REPORT ON THEIR MIH PLAN IMPLEMENTATION MUST SATISFY THESE REQUIREMENTS TO REMAIN ELIGIBLE FOR STATE TRANSPORTATION INVESTMENTS.
- THE PROPOSED PLAN SHALL INCLUDE A RECOMMENDATION TO IMPLEMENT 3 STRATEGIES FOR MODERATE INCOME HOUSING (LISTED IN 518; 1205).
- DESERET WILL PRESERVE 20 ACES FOR MODERATE INCOME HOUSING.





RENDERING IS CONCEPTUAL

WE HEARD YOU!

FEEDBACK AND CHANGES TO PLAN:

- COMMERCIAL WITHIN COMMUNITY INCREASED
- REDUCED UNIT COUNT FROM 7500 TO 6997
- ADDED 20 ACRES FOR MODERATE INCOME HOUSING
- 25' FRONT GARAGE SETBACK
- COMMERCIAL TO FOLLOW CODE
- MULTI-UNIT DEVELOPMENT TO FOLLOW CODE
- PARKING TO FOLLOW CODE
- SIGNAGE TO FOLLOW CODE
- STREET SECTIONS TO FOLLOW CODE





RENDERING IS CONCEPTUAL

BENEFITS

MASTER PLANNED COMMUNITY

- DESERET IS A THOUGHTFULLY PLANNED COMMUNITY, NOT A SUBDIVISION
- FOLLOWS THE PRINCIPLES OF SMART GROWTH

CLUSTER DEVELOPMENT

- GENERAL PLAN:
 - GOAL 3 - SUPPORT A MIX OF LAND USES: ALLOW THE SIZES OF LOTS/UNITS WITHIN A SUBDIVISION TO VARY FROM THE ZONING REQUIREMENT WHILE MAINTAINING THE OVERALL ZONING DENSITY OF THE PARCEL TO PROVIDE IMPROVED OPEN SPACE THROUGH THE PLANNED UNIT DEVELOPMENT (PUD) PROCESS.
- INCREASED OPEN SPACE/PARKS
- LOWER SITE DEVELOPMENT COST

ACTIVE PARKS

- 117 ACRES OF ACTIVE PARKS WITH TRIGGERS FOR CONSTRUCTION. THE CAPITAL FACILITIES PLAN SHOWS AN ACREAGE REQUIREMENT OF 98 ACRES ASSUMING 4 PERSONS PER HOUSEHOLD.

DEDICATED OPEN SPACE WITH TRAILS

- 264 ACRES OF OPEN SPACE WITH 11.5 MILES OF TRAILS

CIVIC AND COMMUNITY SPACE

- OPPORTUNITIES FOR CIVIC USES SUCH AS A FIRE STATION, COMMUNITY SPACE, SCHOOLS, CHURCHES.

RETAIL AND COMMERCIAL OPPORTUNITIES

- DESERET HAS 182.7 ACRES OF DEDICATED COMMERCIAL AND COMMERCIAL COMMUNITY USES.
- THE RESIDENTIAL FLEX AREAS (TOTALING 946.4 ACRES) HAVE RETAIL AND COMMERCIAL USES PERMITTED.

INFRASTRUCTURE

- DESERET WILL CONTRIBUTE TO THE EXPANSION OF THE WASTE WATER TREATMENT PLANT, UPGRADE THE CULINARY WATER SYSTEM AND PROVIDE MAJOR ROAD CONNECTIONS.

PREDICTABILITY WITH THE ZONING DISTRICT

- RESIDENTIAL USES MAXED OUT AT 4.0 DU/AC
- DEVELOPER HAS AN UNDERSTANDING OF THE ALLOWED USES AND DENSITY ON THE SITE TO SUSTAIN THE FINANCIAL FEASIBILITY OF THE DEVELOPMENT.

MODERATE INCOME HOUSING

- DESERET WILL DEDICATE 20 ACRES TO THE HOUSING AUTHORITY OR CITY FOR MODERATE INCOME HOUSING.



WHERE HERITAGE MEETS HOME



ESERET
AT GRANTSVILLE

THANK YOU!



Publication – Utah Public Notice Website

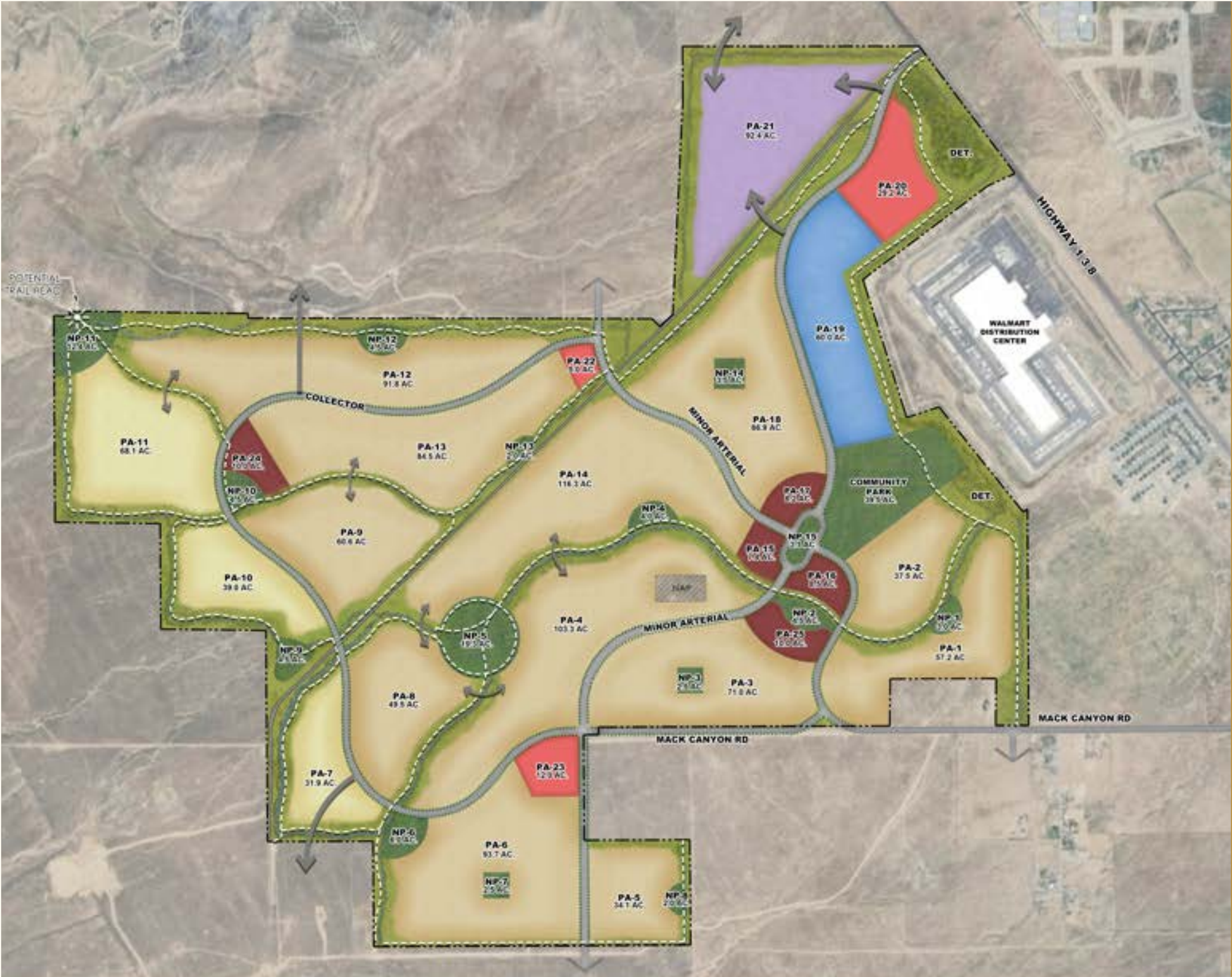
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Braydee Baugh
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Braydee Baugh
City Recorder



EXHIBIT C

(DZOD Development Concept Plan)



LAND USE SUMMARY		
LAND USE CATEGORY	AREA (ACRES)	UNITS
COMMERCIAL GENERAL	46.2	0
COMMERCIAL NEIGHBORHOOD	44.1	0
COMMERCIAL FLEX	92.4	462
SUBTOTAL	182.7	462
RESIDENTIAL	139.0	556
RESIDENTIAL FLEX	946.4	5979
SUBTOTAL	1085.4	6535
PARK	117.8	0
OPEN SPACE / DRAINAGE	264.2	0
MAJOR R.O.W.	79.0	0
TOTAL	1729.1	6997

LEGEND

- RESIDENTIAL
- RESIDENTIAL FLEX
- COMMERCIAL NEIGHBORHOOD
- COMMERCIAL GENERAL
- COMMERCIAL FLEX
- SCHOOL
- PARK (NP)
- OPEN SPACE / DRAINAGE



LAND USE PLAN

EXHIBIT D

(Depiction of Offsite Improvements)

[illegible]

**GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR DESERET DEVELOPMENT
EXHIBIT D**

PROJECT NO:	2327
DRAWN BY:	KRA/KEC
CHECKED BY:	KEC
SCALE:	1" = 3000'
DATE:	08/18/2025

EXHIBIT E

(Form of Transfer Acknowledgement)

[Form of Transfer Acknowledgement]

WHEN RECORDED, RETURN TO:

VT Grantsville Land Co, LLC
Attn: Thomas Clark
8678 Concord Center Dr., Suite 200
Englewood, CO 80112

TRANSFER ACKNOWLEDGEMENT
[Deseret at Grantsville]

THIS TRANSFER ACKNOWLEDGEMENT is executed and delivered this _____, 20__, by VT Grantsville Land Co, LLC, a Colorado limited liability company, (“**VT**”) and _____ (“**Transferee**”) as to the property described below and is provided to Grantsville City, a Utah municipal corporation (“**City**”) as described below.

RECITALS

A. VT entered into that certain Grantsville City Master Development Agreement for Deseret Development with City, which agreement was recorded on _____, as Entry No. _____ in Book __ at Page ____ of the official records of the Tooele County Recorder, State of Utah (the “**Development Agreement**”). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Development Agreement.

B. The Development Agreement vests the use, configuration, densities, and processes related for approximately 1,729 acres of land located within the City of Grantsville.

C. Pursuant to Section 16 of the Development Agreement, Transferee represents to City and VT that it has reviewed the Development Agreement and will act in accordance with its terms in developing the real property described below.

NOW, THEREFORE, pursuant to the aforementioned section of the Development Agreement, VT hereby acknowledges that it has transferred and assigned the real property described on the attached Exhibit A together with the duties and obligations set forth below to Transferee.

Transferee hereby acknowledges its acceptance of such rights and assumption of such obligations, duties, limitations, and restrictions under the Development Agreement as to the real property transferred and the additional rights and obligations described below:

1. Summary of Interests Transferred: _____

Transferee further agrees to abide by and be bound by any provisions, limitations, waivers, and releases applicable to VT as the Developer with respect only to the real property transferred, including, but not limited, to those set forth in Section 10 of the Development Agreement.

2. Notice Address for Transferee:

[_____]

Attn: [_____]

[_____]

[_____] , [_____]

Email: [_____]

EXECUTED as of the date first above written.

VT:

VT GRANTSVILLE LAND CO, LLC
a Colorado limited liability company

By: _____

Name: _____

Title: _____

TRANSFeree:

By: _____

Name: _____

Title: _____

CERTIFICATE OF NOTICE DELIVERY

Pursuant to Section 2.3 the Development Agreement, VT, as transferor, hereby arranges delivery of this notice by hand delivery to the following:

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

EXHIBIT F

(Approved Plants)

	BOTANICAL NAME	COMMON NAME
DECIDUOUS SHADE TREES		
	ACER MIYABEI	MAPLE, STATE STREET
	ACER PLATANOIDES 'CRIMSON KING'	MAPLE, NORWAY, CRIMSON KING
	ACER PLATANOIDES 'EMERALD QUEEN'	MAPLE, NORWAY, EMERALD QUEEN
	ACER PSEUDOPLATANUS	MAPLE, SYCAMORE
	ACER RUBRUM 'REDPOINTE'	MAPLE, RED POINT
	ACER TRUNCATUM 'PACIFIC SUNSET'	MAPLE, PACIFIC SUNSET
	ALNUS GLUTINOSA	ALDER, EUROPEAN OR COMMON
	ALNUS GLUTINOSA 'AUREA'	ALDER, COMMON, BLACK
	ALNUS GLUTINOSA 'IMPERIALIS'	ALDER, COMMON, CUTLEAF
	ALNUS GLUTINOSA 'LACINIATA'	ALDER, CUTLEAF
	CARPINUS BETULUS 'FASTIGIATA'	HORNBEAM, PYRAMIDAL EUROPEAN
	CATALPA SPECIOSA	CATALPA
	CELTIS OCCIDENTALIS	HACKBERRY
	CLADRASTIS KENTUKEA	AMERICAN YELLOWWOOD
	CORYLUS COLURNA	FILBERT, TURKISH
	FAGUS SYLVATICA	BEECH, EUROPEAN
	FAGUS SYLVATICA 'DAWYCK'	BEECH, DAWYCK
	FAGUS SYLVATICA 'DAWYCK PURPLE'	BEECH, PURPLE DAWYCK
	FACUS SYLVATICA 'RED OBELISK'	BEECH, RED OBELISK
	GINKGO BILOBA 'AUTUMN GOLD'	GINKGO, AUTUMN GOLD
	GINKGO BILOBA 'PRESIDENTIAL GOLD'	GINKGO, PRESIDENTIAL GOLD
	GLEDITSIA TRIACANTHOS INERMIS	HONEYLOCUST, THORNLESS
	GLEDITSIA TRIACANTHOS INERMIS 'SHADEMASTER'	HONEYLOCUST, SHADEMASTER
	GLEDITSIA TRIACANTHOS INERMIS 'IMPERIAL'	HONEYLOCUST, IMPERIAL
	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE'	HONEYLOCUST, SKYLINE
	GLEDITSIA TRIACANTHOS INERMIS ' SUNBURST'	HONEYLOCUST, SUNBURST
	GYMNOCLADUS DIOICUS 'ESPRESSO'	KENTUCKY COFFEETREE, SEEDLESS
	LIRIODENDRON TULIPIFERA	TULIP TREE
	LIRIODENDRON TULIPIFERA 'EMERALD CITY'	TULIP TREE, EMERALD CITY
	PLATANUS X ACERIFOLIA 'BLOODGOOD'	LONDON PLANETREE, BLOODGOOD
	PLATANUS X ACERIFOLIA 'EXCLAMATION'	LONDON PLANETREE, EXCLAMATION
	PARROTIA PERSICA	IRONWOOD
	QUERCUS ALBA	OAK, WHITE
	QUERCUS BICOLOR	OAK, SWAMP WHITE
	QUERCUS MACROCARPA	OAK, BUR
	QUERCUS MUEHLENBERGII	OAK, CHINKAPIN
	QUERCUS ROBUR	OAK, ENGLISH
	QUERCUS SHUMARDII	OAK, SHUMARD
	SOPHORA JAPONICA	JAPANESE PAGODA TREE
	TILIA AMERICANA 'BOULEVARD'	LINDEN, AMERICAN, BOULEVARD
	TILIA AMERICANA 'DAKOTA'	LINDEN, AMERICAN, DAKOTA
*	TILIA AMERICANA 'REDMOND'	LINDEN, AMERICAN, REDMOND
	TILIA CORDATA 'BAILEY'	LINDEN, LITTLELEAF, SHAMROCK
	TILIA CORDATA 'CORZAM'	LINDEN, LITTLELEAF, CORINTHIAN (NARROW PYRAMIDAL)
	TILIA CORDATA 'GREENSPIRE'	LINDEN, LITTLELEAF, GREENSPIRE
	TILIA TOMENTOSA 'GREEN MOUNTAIN'	LINDEN, SILVER, GREEN MOUNTAIN
	TILIA TOMENTOSA 'STERLING SILVER'	LINDEN, SILVER LEAFED, STERLING SILVER
	ULMUS 'ACCOLADE'	ELM, ACCOLADE
	ULMUS 'HOMESTEAD'	ELM, HOMESTEAD
	ULMUS 'FRONTIER'	ELM, FRONTIER
	ULMUS 'PATRIOT'	ELM, PATRIOT
	ULMUS 'REGAL'	ELM, REGAL
	ULMUS PARVIFOLIA	ELM, LACEBARK
	ULUMS 'TRIUMPH'	ELM, TRIUMPH
	ULMUS AMERICANA 'PRINCETON'	ELM, AMERICAN, PRINCETON

	ULMUS AMERICANA ' VALLEY FORGE'	ELM, AMERICAN, VALLEY FORGE
	ULMUS AMERICANA 'WASHINGTON	ELM, WASHINGTON
	ZELKOVA SERRATA 'MUSASHINO'	ZELKOVA, MUSASHINO, COLUMNAR
ORNAMENTAL TREES		
	ACER GINNALA 'FLAME'	AMUR MAPLE
	ACER TATARICUM	MAPLE, TARAIAN
	ACER TATARICUM ' HOT WINGS'	MAPLE, HOT WINGS, TATARIAN
	ACER TATARICUM 'PATTERN PERFECT'	MAPLE, PATTERN PERFECT TATARIAN
	AMELANCHIER ALNIFOLIA	SERVICEBERRY, SASKATOON
	AMELANCHIER CANADENSIS	SERVICEBERRY, SHADBLOW
	AMELANCHIER LAEVIS 'SNOWCLOUD'	SERVICEBERRY, 'SNOWCLOUD'
	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	SERVICEBERRY 'AUTUMN BRILLIANCE'
	CRATAEGUS CRUS-GALLI INTERMIS	HAWTHORN, THORNLESS COCKSPUR
	CRATAEGUS CRUS-GALLI INTERMIS 'CRUSADER'	HAWTHORN, THORNLESS COCKSPUR
	CRATAEGUS LAEVIGATA 'CRIMSON CLOUD'	HAWTHORN, CRIMSON CLOUD
	CRATAEGUS VIRIDIS 'WINTER KING'	HAWTHORN,WINTER KING
	KOELREUTERIA PANICULATA	GOLDENRAIN TREE
	MALUS 'ADIRONDACK'	CRABAPPLE, ADIRONDACK
	MALUS CARDINAL	CRABAPPLE, CARDINAL
	MALUS 'CORALBURST'	CRABAPPLE, CORALBURST
	MALUS 'DAVID'	CRABAPPLE, DAVID
	MALUS SARGENTII 'FIREBIRD'	CRABAPPLE, FIREBIRD
	MALUS GLADIATOR	CRABAPPLE, GLADIATOR
	MALUS 'INDIAN MAGIC'	CRABAPPLE, INDIAN MAGIC
	MALUS 'PRAIRIE ROSE'	CRABAPPLE, PRAIRIE ROSE
	MALUS 'PRAIRIEFIRE'	CRABAPPLE, PRAIRIEFIRE
	MALUS 'RADIANT'	CRABAPPLE, RADIANT
	MALUS 'RED BARRON'	CRABAPPLE, RED BARRON
	MALUS 'ROYAL RAINDROPS'	CRABAPPLE, ROYAL RAINDROPS
	MALUS, SNOWDRIFT'	CRABAPPLE, SNOWDRIFT
	MALUS 'SPRING SNOW'	CRABAPPLE, SPRING SNOW
	MALUS 'THUNDERCHILD'	CRABAPPLY, THUNDERCHILD
	PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	PLUM, KRAUTER VESUVIUS
	PRUNUS CERASIFERA 'NEWPORT'	PLUM, NEWPORT
	PRUNUS CERASIFERA 'PURPLE PONY'	PLUM, PURPLE PONY
	PRUNUS CERASIFERA 'THUNDERCLOUD'	PLUM, THUNDERCLOUD
	PRUNUS SARGENTII 'JFS-KW58' PINK FLAIR	CHERRY, SARGENT
	PRUNUS VIRGINIANA MELANOCARPA	CHOKECHERRY, NATIVE
	PRUNUS VIRGINIANA 'SCHUBERT'	CHOKECHERRY, CANADA RED
	SYRINGA PEKINENSIS 'CHINA SNOW'	LILAC, PEAKING, CHINA SNOW
	SYRINGA PEKINENSIS 'RISING SUN'	LILAC, PEAKING, RISING SUN
	SYRINGA RETICULATA	LILAC, JAPANESE TREE
	SYRINGA RETICULATA 'IVORY SILK'	LILAC, JAPANESE, IVORY SILK
EVERGREEN (CONIFER) TREES		
	CEDRUS ATLANTICA GLAUCA	CEDAR, BLUE ATLAS
	CEDAR DEODARA 'KARL FUCHS'	CEDAR, DEODARA
	CEDAR DEODARA 'KASHMIR'	CEDAR, DEODARA
	CEDAR DEODARA 'SHALIMAR'	CEDAR, DEODARA
	CALOCEDRUS DECURRENS	CEDAR, INCENSE
	JUNIPERUS SCOPULORUM	JUNIPER, ROCKY MOUNTAIN
	JUNIPERUS OSTEOSPERMA	JUNIPER, UTAH
	PICEA ABIES	SPRUCE, NORWAY
	PICEA ENGELMANNII	SPRUCE, ENGELMAN
	PICEA GLAUCA 'DENSATA'	SPRUCE, BLACKHILLS, WHITE
	PICEA PUNGENS	COLORADO SPRUCE
	PICEA PUNGENS 'AVATAR'	SPRUCE, AVATAR BLUE
	PICEA PUNGENS 'BABY BLUE EYES'	SPRUCE, BABY BLUE EYES
	PICEA PUNGENS 'BACKERI'	SPRUCE, BACKERI
	PICEA PUNGENS 'BONNY BLUE'	SPRUCE, BONNY BLUE
	PICEA PUNGENS 'FAT ALBERT'	SPRUCE, FAT ALBERT
	PICEA PUNGENS 'HOOPSII'	SPRUCE, HOOPSII
	PICEA PUNGENS 'BABY BLUE'	SPRUCE, BABY BLUE COLORADO
	PICEA PUNGENS GLAUCA	SPRUCE, COLORADO BLUE

	PINUS ARISTATA	PINE, BRISTLECONE
	PINUS BUNGEANA	PINE, LACEBARK
	PINUS FLEXILIS 'VANDERWOLF PYRAMID'	PINE, VANDERWOLF
	PINUS HELDREICHII	PINE, BOSNIAN
	PINUS NIGRA	PINE, AUSTRIAN
	PINUS SYLVESTRIS	PINE, SCOTCH
	PSEUDOTSUGA MENZIESII	FIR, DOUGLAS
DECIDUOUS SHRUBS		
	AMELANCHIER ALNIFOLIA	SERVICEBERRY, SASKATOON
	AMELANCHIER CANADENSIS	SERVICEBERRY, SHADBLOW
	ARONIA ARRBUTIFOLIA 'BRILLIANTISSIMA'	CHOKEBERRY, BRILLIANT RED
	ARONIA MELANOCARPA ELATA	CHOKEBERRY, BLACK
	ARONIA MELANOCARPA 'LOW SCAPE HEDGER'	CHOKEBERRY, LOW SCAPE HEDGER, BLACK
	ARONIA MELANOCARPA 'LOW SCAPE MOUND'	CHOKEBERRY, LOW SCAPE MOUND, BLACK
	ARTEMISIA CANA	SAGEBRUSH, SILVER
	ARTEMISIA FILIFOLIA	SAGEBRUSH, SAND
	ARTEMISIA FRIGIDA	SAGE, FRINGED
	BERBERIS THUNBERGII 'BURGUNDY CAROUSEL'	BARBERRY, BURGUNDY CAROUSEL, JAPANESE
	BERBERIS THUNBERGII 'CHERRY BOMB'	BARBERRY, CHERRY BOMB
	BERBERIS THUNBERGII 'GOLDEN RUBY'	BARBERRY, GOLDEN RUBY, JAPANESE
	BERBERIS THUNBERGII 'GREEN HORNET'	BARBERRY, DWARF GREEN, JAPANESE
	BERBERIS THUNBERGII 'LIMONCELLO'	BARBERRY, LIMONCELLO, JAPANESE
	BERBERIS THUNBERGII 'ROSE GLOW'	BARBERRY, ROSE GLOW, JAPANESE
	BERBERIS THUNBERGII 'ROYAL BURGUNDY'	BARBERRY, ROYAL BURGUNDY, JAPANESE
	BERBERIS THUNBERGII 'RUBY CAROUSEL'	BARBERRY, RUBY CAROUSEL, JAPANESE
	CARAGANA ARBORESCENS	PEA-SHRUB, SIBERIAN
	CARYOPTERIS x CLANDONENSIS 'BLUE MIST'	SPIREA, BLUE MIST
	CARYOPTERIS x CLANDONENSIS 'DARK KNIGHT'	SPIREA, DARK KNIGHT, BLUE MIST
	CARYOPTERIS x CLANDONENSIS 'FIRST CHOICE'	SPIREA, FIRST CHOICE, BLUE MIST
	CARYOPTERIS x CLANDONENSIS 'LONGWOOD BLUE'	SPIREA, LONGWOOD BLUE, BLUE MIST
	COTONEASTER ADPRESSUS 'TOM THUMB'	COTONEASTER, TOM THUMB
	COTONEASTER APICULATUS	COTONEASTER, CRANBERRY
	COTONEASTER DAMMERI 'CORAL BEAUTY'	COTONEASTER, CORAL BEAUTY
	COTONEASTER LUCIDUS	COTONEASTER, PEKING
	COTINUS 'GRACE'	SMOKE TREE, GRACE
	COTINUS COGGYGRIA 'LILLA'	SMOKE TREE, LILLA PURPLE
	COTINUS COGGYGRIA 'ROYAL PURPLE'	SMOKE TREE, ROYAL PURPLE
	COTINUS COGGYGRIA 'WINECRAFT BLACK'	SMOKE TREE, WINECRAFT BLACK
	CERATOIDES LANATA	WINTERFAT
	CHAMAEBATIARIA MILLEFOLIUM	FERN BUSH
	CHRYSOTHAMNUS VISCIDIFLORUS	RABBITBRUSH, YELLOW
	ERICAMERIA NAUSEOSA SSP. NAUSEOSA VAR. GLABRATA	RABBITBRUSH, TALL GREEN
	ERICAMERIA NAUSEOSA SSP. NAUSEOSA VAR. NAUSEOSA	RABBITBRUSH, DWARF BLUE
	ERICAMERIA NAUSEOSA SSP. NAUSEOSA VAR. SPECIOSA	RABBITBRUSH, TALL BLUE
	EUONYMUS ALATUS	BURNING BUSH
	EUONYMUS ALATUS 'COMPACTUS'	BURNING BUSH, DWARF
	FALLUGIA PARADOXA	APACHE PLUME
	LIGUSTRUM VULGARE 'CHEYENNE'	PRIVET, CHEYENNE
	LIGUSTRUM VULGARE 'LODENSE'	PRIVET, LODENSE
	LIGUSTRUM x VICARYI	PRIVET, GOLDEN VICARY
	PEROVSKIA ATRIPLICIFOLIA	SAGE, RUSSIAN
	PEROVSKIA ATRIPLICIFOLIA 'BUFFALO FEATHERS'	SAGE, RUSSIAN 'BULLALO FEATHERS'
	PEROVSKIA ATRIPLICIFOLIA 'LACEY BLUE'	SAGE, RUSSIAN 'LACEY BLUE'
	POTENTILLA FRUTICOSA 'ABBOTSWOOD'	POTENTILLA, WHITE
	POTENTILLA FRUTICOSA 'CORONATION TRIUMPH'	POTENTILLA, CORONATION TRIUMPH
	POTENTILLA FRUTICOSA 'GOLD DROP'	POTENTILLA, GOLD DROP
	POTENTILLA FRUTICOSA 'GOLD FINGER'	POTENTILLA, GOLD FINGER
	POTENTILLA FRUTICOSA 'GOLDSTAR'	POTENTILLA, GOLDSTAR
	POTENTILLA FRUTICOSA 'JACKMANNII'	POTENTILLA, JACKMAN
	POTENTILLA FRUTICOSA 'KATHRYN DYKES'	POTENTILLA, KATHRYN DYKES
	POTENTILLA FRUTICOSA 'KLONDIKE'	POTENTILLA, KLONDIKE
	POTENTILLA FRUTICOSA 'MCKAY'S WHITE'	POTENTILLA, MCKAY'S WHITE
	POTENTILLA FRUTICOSA 'PINK BEAUTY'	POTENTILLA, PINK BEAUTY
	POTENTILLA FRUTICOSA 'PINK WHISPER'	POTENTILLA, PINK WHISPER

	POTENTILLA FRUTICOSA 'RED ACE'	POTENTILLA, RED ACE
	POTENTILLA FRUTICOSA 'RED SUNSET'	POTENTILLA, RED SUNSET
	POTENTILLA FRUTICOSA 'SNOWBIRD'	POTENTILLA, SNOWBIRD
	POTENTILLA FRUTICOSA 'SUTTER'S GOLD'	POTENTILLA, SUTTER'S GOLD
	POTENTILLA FRUTICOSA 'TANGERINE'	POTENTILLA, TANGERINE
	POTENTILLA FRUTICOSA 'MANGO TANGO'	POTENTILLA, MANGO TANGO
	POTENTILLA FRUTICOSA 'MARIAN'S RED ROBIN'	POTENTILLA, MARIAN'S RED ROBIN
	PRUNUS PUMILA BESSEYI	CHERRY, WESTERN SAND
	PRUNUS PUMILA BESSEYI 'PAWNEE BUTTES'	CHERRY, CREEPING WESTERN SAND
	RHUS AROMATICA 'GROW LOW'	SUMAC, DWARF FRAGRANT
	RHUS GLABRA	SUMAC, SMOOTH
	RHUS GLABRA 'LACINIATA'	SUMAC, CUTLEAF, SMOOTH
	RHUS TRILOBATA	SUMAC, THREE LEAF
	RHUS TRILOBATA 'AUTUMN AMBER'	SUMAC, CREEPING THREE-LEAF
	RHUS TYPHINA	SUMAC, STAGHORN
	RHUS TYPHINA 'DISSECTA'	SUMAC, CUTLEAF, STAGHORN
	RHUS TYPHINA 'TIGER EYES'	SUMAC, TIGER EYES, STAGHORN
	ROSA FOETIDA 'BICOLOR'	ROSE, AUSTRIAN COPPER
	SAMBUCUS NIGRA BLACK LACE	ELDER, BLACK LACE
	SAMBUCUS RACEMOSA 'SUTHERLAND GOLD'	ELDER, SUTHERLAND GOLD EUROPEAN RED
	SAMBUCUS RACEMOSA 'LEMONY LACE'	ELDER, LEMONY LACE, EUROPEAN RED
	SHEPHERDIA ARGENTEA	BUFFALOBERRY
	SHEPHERDIA CANADENSIS	BUFFALOBERRY, RUSSET
	SHEPHERDIA ROTUNDIFOLIA	BUFFALOBERRY, ROUNDEAF
	SPIREA JAPONICA 'ANTHONY WATERER'	SPIREA, ANTHONY WATERER
	SPIREA JAPONICA 'GOLDFLAME'	SPIREA, GOLDFLAME
	SPIREA JAPONICA 'LITTLE PRINCESS'	SPIREA, LITTLE PRINCESS
	SPIREA JAPONICA 'NEON FLASH'	SPIREA, NEON FLASH
	SPIREA JAPONICA 'NORMAN'	SPIREA, NORMAN
	SPIREA JAPONICA 'CANDY CORN'	SPIREA, CANDY CORN
	SPIREA JAPONICA 'LIMEMOUND'	SPIREA, LIMEMOUND
	SPIREA JAPONICA 'MAGIC CARPET'	SPIREA, MAGIC CARPET
	SYRINGA VULGARIS	LILAC, COMMON PURPLE
	SYRINGA VULGARIS 'ALBA'	LILAC, COMMON WHITE
	SYRINGA VULGARIS 'ANGEL WHITE'	LILAC, ANGLE WHITE, FRENCH
	SYRINGA VULGARIS 'BEAUTY OF MOSCOW'	LILAC, DOUBLE PALE PINK, FRENCH
	SYRINGA VULGARIS 'BLUE SKIES'	LILAC, BLUE SKIES, FRENCH
	SYRINGA VULGARIS 'CHARLES JOLY'	LILAC, CHARLES JOLY, DOUBLE RED, FRENCH
	SYRINGA VULGARIS 'LAVENDER LADY'	LILAC, LAVENDER LADY, FRENCH
	SYRINGA VULGARIS 'SENSATION'	LILAC, SENSATION PURPLE/WHITE, FRENCH
	VIBURNUM CARLESII	VIBURNUM, KOREANSPICE
	VIBURNUM CARLCEPHALUM	SNOWBALL BUSH
	VIBURNUM DENTATUM	VIBURNUM, ARROWWOOD
	VIBURNUM DENTATUM 'BLUE MUFFIN'	VIBURNUM, BLUE MUFFIN, ARROWWOOD
	VIBURNUM LANTANA 'MOHICAN'	MOHICAN WAYFARING TREE
	VIBURNUM LENTAGO	VIBURNUM, NANNYBERRY
	YUCCA FILAMENTOSA	YUCCA, ADAM'S NEEDLE
	YUCCA FILAMENTOSA 'BRIGHT EDGE'	YUCCA, BRIGHT EDGE
	YUCCA FILAMENTOSA 'COLOR GUARD'	YUCCA, VARIEGATED
	YUCCA FLACCIDA 'GOLDEN SWORD'	YUCCA, GOLDEN SWORD, VARIEGATED
	YUCCA FLACCIDA 'IVORY TOWER'	YUCCA, IVORY TOWER
	YUCCA GLAUCA	SOAPWEED
EVERGREEN SHRUBS		
	JUNIPERUS CHINENSIS 'ARMSTRONGII'	JUNIPER, ARMSTONG
	JUNIPERUS CHINENSIS 'BLUE POINT'	JUNIPER, BLUE POINT
	JUNIPERUS CHINENSIS 'HOLBERT'	JUNIPER, HOLBERT
	JUNIPERUS CHINENSIS 'SAN JOSE'	JUNIPER, SAN JOSE
	JUNIPERUS CHINENSIS 'SPARTAN'	JUNIPER, SPARTAN
	JUNIPERUS CHINENSIS 'SPEARMINT'	JUNIPER, SPEARMINT
	JUNIPERUS COMMUNIS	JUNIPER, COMMON
	JUNIPERUS COMMUNIS 'GREEN CARPET'	JUNIPER, GREEN CARPET
	JUNIPERUS COMMUNIS 'SILVER MILES'	JUNIPER, SILVER MILES, COMMON
	JUNIPERUS HORIZONTALIS 'BAR HARBOUR'	JUNIPER, BAR HARBOUR
	JUNIPERUS HORIZONTALIS 'EMERALD SPREADER'	JUNIPER, EMERALD SPREADER
	JUNIPERUS HORIZONTALIS 'HUGHES'	JUNIPER, HUGHES
	JUNIPERUS HORIZONTALIS 'PRINCE OF WALES'	JUNIPER, PRINCE OF WALES
	JUNIPERUS HORIZONTALIS 'WILTONII'	JUNIPER, WILTON CARPET
	JUNIPERUS HORIZONTALIS 'YOUNGSTOWN'	JUNIPER, ANDORRA YOUNGSTOWN

	JUNIPERUS SABINA 'ARCADIA'	JUNIPER, ARCADIA
	JUNIPERUS SABINA 'BROADMOOR'	JUNIPER, BROADMOOR
	JUNIPERUS SABINA 'BUFFALO'	JUNIPER, BUFFALO
	JUNIPERUS SABINA 'SCANDIA'	JUNIPER, SCANDIA
	JUNIPERUS SABINA 'TAMARISCIFOLIA'	JUNIPER, TAMMY
	JUNIPERUS SABINA 'MOOR-DENSE'	JUNIPER, MOOR-DENSE
	JUNIPERUS SCOPULORUM	JUNIPER, ROCKY MOUNTAIN
	JUNIPERUS SCOPULORUM 'BLUE ARROW'	JUNIPER, BLUE ARROW
	JUNIPERUS SCOPULORUM 'COLOGREEN'	JUNIPER, COLOGREEN
	JUNIPERUS SCOPULORUM 'GRAY GLEAM'	JUNIPER, GRAY GLEAM
	JUNIPERUS SCOPULORUM 'MEDORA'	JUNIPER, MEDORA
	JUNIPERUS SCOPULORUM 'MOONGLOW'	JUNIPER, MOONGLOW
	JUNIPERUS SCOPULORUM 'SKYROCKET'	JUNIPER, SKYROCKET
	JUNIPERUS SCOPULORUM 'WICHITA BLUE'	JUNIPER, WHICHITA BLUE
	JUNIPERUS VIRGINIANA 'GREY OWL'	JUNIPER, GREY OWL
	JUNIPERUS x MEDIA 'GOLD COAST'	JUNIPER, GOLD COAST
	JUNIPERUS x MEDIA 'OLD GOLD'	JUNIPER, OLD GOLD
	JUNIPERUS x MEDIA 'PFITZERIANA COMPACTA'	JUNIPER, COMPACT PFITZER
	JUNIPERUS x MEDIA 'SAYBROOK GOLD'	JUNIPER, SAYBROOK GOLD
	JUNIPERUS x MEDIA 'SEA GREEN'	JUNIPER, SEA GREEN
	PICEA ABIES 'CLANBRASSILIANA STRICTA'	SPRUCE, CLANBRASSIL DWARF NORWAY
	PICEA ABIES 'ELEGANS'	SPRUCE, ELEGANS SPREADING NORWAY
	PICEA ABIES 'FORMANEK'	SPRUCE, FORMANEK PROSTRATE NORWAY
	PICEA ABIES 'LITTLE GEM'	SPRUCE, LITTLE GEM NORWAY
	PICEA ABIES 'NIDIFORMIS'	SPRUCE, BIRDS NEST
	PICEA PUNGENS 'BLUE MESA'	SPRUCE, BLUE MESA DWARF
	PICEA PUNGENS 'COMPACTA'	SPRUCE, COLORADO COMPACT
	PICEA PUNGENS 'CORBET'	SPRUCE, CORBET COLORADO
	PICEA PUNGENS 'GLOBE'	SPRUCE, DWARF GLOBE GREEN
	PICEA PUNGENS 'GLOBOSA' STANDARD	SPRUCE, DWARF GLOBE BLUE SPRUCE
	PICEA PUNGENS 'HILLSIDE'	SPRUCE, HILLSIDE
	PICEA PUNGENS 'LUNDEBY'S DWARF'	SPRUCE, LUNDEBY'S DWARF
	PICEA PUNGENS 'MESA VERDE'	SPRUCE, MESA VERDE
	PICEA PUNGENS 'ROUNABOUT'	SPRUCE, ROUNABOUT DWARF GLOBE GREEN
	PICEA PUNGENS 'WALDBRUNN'	SPRUCE, WALDBRUNN
	PINUS LEUCODERMIS 'BANDERICA'	PINE, BANDERICA DWARF BOSNIAN
	PINUS LEUCODERMIS 'SMIDTII'	PINE, SMIDTII DWARF GLOBE BOSNIAN
	PINUS MUGO 'BIG TUNA'	PINE, BIG TUNA MUGO
	PINUS MUGO 'GREEN CREEPER'	PINE, GREEN CREEPER DWARF MUGO
	PINUS MUGO 'LAARHEIDE'	PINE, LAARHEIDE GOLDEN MUGO
	PINUS MUGO 'MOPS'	PINE, MOPS MINIATURE MUGO
	PINUS MUGO 'PALOUSE'	PINE, PALOUSE MUGO
	PINUS MUGO 'SHERWOOD COMPACT'	PINE, SHERWOOD MUGO
	PINUS MUGO 'SLOWMOUND'	PINE, SLOWMOUND MUGO
	PINUS MUGO 'TANNENBAUM'	PINE, TANNENBAUM MUGO
	PINUS MUGO 'VALLEY CUSHION'	PINE, VALLEY CUSHION MUGO
	PINUS MUGO 'WHITE BUD'	PINE, WHITE BUD MUGO
	PINUS NIGRA 'HELGA'	PINE, DWARF AUSTRIAN
	PINUS NIGRA 'HORNIBROOKIANA'	PINE, DWARF AUSTRIAN
	PINUS SYLVESTRIS 'HILLSIDE CREEPER'	PINE, HILLSIDE CREEPER SCOTS
	PINUS SYLVESTRIS 'HINDU-PAN'	PINE, HINDU-PAN DWARF SCOTS
ORNAMENTAL GRASSES		
	BOUTELOUA CURTIPENDULA	SIDEOATS GRAMA
	BOUTELOUA GRACILIS	BLUE GRAMA
	BOUTELOUA GRACILIS 'BLONDE AMBITION'	BLONDE AMBITION GRAMA
	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS
	FESTUCA GLAUCA 'BOULDER BLUE'	BLUE FESCUE, BOULDER BLUE
	FESTUCA GLAUCA 'ELIJAH BLUE'	BLUE FESCUE, ELIJAH
	HELICTOTRICHON SEMPERVIRENS	BLUE AVENA GRASS
	PANICUM VIRGATUM 'CLOUD NINE'	TALL SWITCH GRASS, CLOUD NINE
	PANICUM VIRGATUM 'DALLAS BLUES'	BLUE SWITCH GRASS, DALLAS BLUES
	PANICUM VIRGATUM 'GUNSMOKE'	BLUE SWITCH GRASS, GUNSMOKE
	PANICUM VIRGATUM 'HEAVY METAL'	BLUE SWITCH GRASS, HEAVY METAL
	PANICUM VIRGATUM 'HOT ROD'	RED SWITCH GRASS, HOT ROD
	PANICUM VIRGATUM 'PRAIRIE SKY'	BLUE SWITCH GRASS, PRAIRIE SKY
	PANICUM VIRGATUM 'SHENANDOAH'	RED SWITCH GRASS, SHENANDOAH
	PENNISETUM ALOPECUROIDES 'HAMLEN'	FOUNTAIN GRASS, DWARF
	PENNISETUM ALOPECUROIDES 'LITTLE BUNNY'	FOUNTAIN GRASS, MINIATURE

	SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM
	SCHIZACHYRIUM SCOPARIUM 'BLAZE'	LITTLE BLUESTEM, BLAZE
	SCHIZACHYRIUM SCOPARIUM 'PRAIRIE BLUES'	LITTLE BLUESTEM, PRAIRIE BLUES
	SCHIZACHYRIUM SCOPARIUM 'THE BLUES'	LITTLE BLUESTEM, THE BLUES
	SCHIZACHYRIUM SCOPARIUM 'TWILIGHT ZONE'	LITTLE BLUESTEM, TWILIGHT ZONE
	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED
	SPOROBOLUS HETEROLEPIS 'TARA'	PRAIRIE DROPSEED, DWARF
	SPOROBOLUS WRIGHTII	GIANT SACATON GRASS
PERENNIALS		
	ACHILLEA 'MOONSHINE'	YARROW, MOONSHINE
	ACHILLEA 'SUMMER PASTELS'	YARROW, MIXED PASTELS
	ACHILLEA MILLEFOLIUM	YARROW, COMMON WHITE
	ACHILLEA MILLEFOLIUM 'APRICOT DELIGHT'	YARROW, APRICOT DELIGHT
	ACHILLEA MILLEFOLIUM 'CERISE QUEEN'	YARROW, COMMON RED
	ACHILLEA MILLEFOLIUM 'HEIDI'	YARROW, HEIDI, COMMON RED
	ACHILLEA MILLEFOLIUM 'PAPRIKA'	YARROW, PAPRIKA
	ACHILLEA MILLEFOLIUM 'TERRA COTTA'	YARROW, TERRA COTTA
	AGASTACHE 'BLUE BOA'	HYSSOP, BLUE BOA
	AGASTACHE 'BLUE FORTUNE'	HYSSOP, BLUE FORTUNE ANISE
	AGASTACHE 'HEATWAVE'	HYSSOP, HEATWAVE
	AGASTACHE 'KUDOS CORAL'	HYSSOP, KUDOS CORAL
	AGASTACHE 'KUDOS GOLD'	HYSSOP, KUDOS GOLD
	AGASTACHE AURANTIACA 'APRICOT SPRITE'	HYSSOP, APRICOT SPRITE
	AGASTACHE AURANTIACA 'NAVAJO SUNSET'	HYSSOP, NAVAJO SUNSET
	AGASTACHE AURANTIACA 'SUNLIGHT'	HYSSOP, SUNLIGHT
	AGASTACHE AURANTIACA 'TANGO'	HYSSOP, TANGO
	AGASTACHE AURANTIACA 'CORNADO'	HYSSOP, CORNADO
	AGASTACHE CANA	HYSSOP, DOUBLE BUBBLEMINT
	AGASTACHE CANA 'HEATHER QUEEN'	HYSSOP, HEATHER QUEEN
	AGASTACHE CANA "SONORAN SUNSET"	HYSSOP, SONORAN SUNSET
	AGASTACHE 'DESERT SUNRISE'	HYSSOP, DESERT SUNRISE
	AGASTACHE RUGOSA 'LIQUORICE BLUE'	HYSSOP, LIQUORICE BLUE ANISE
	AGASTACHE RUPESTRIS	HYSSOP, SUNSET
	AGASTACHE RUPESTRIS 'APACHE SUNSET'	HYSSOP, APACHE SUNSET
	CENTRANTHUS RUBER	VALERIAN, RED
	CENTRANTHUS RUBER 'ALBA'	VALERIAN, WHITE
	CERATOSIGMA PLUMBAGINOIDES	PLUMBAGO
	CERASTIUM TOMENTOSUM	SNOW IN SUMMER
	COREOPSIS 'JETHRO TULL'	COREOPSIS, FLUTED
	COREOPSIS AURICULATA 'NANA'	COREOPSIS, DWARF
	COREOPSIS AURICULATA 'ZAMPFIR'	COREOPSIS, FLUTED
	COREOPSIS GRANDIFLORA 'BABY SUN'	COREOPSIS, BABY SUN
	COREOPSIS GRANDIFLORA 'EARLY SUNRISE'	COREOPSIS, EARLY SUNRISE
	COREOPSIS GRANDIFLORA 'GOLDEN GLOBE'	COREOPSIS, DWARF DOUBLE
	COREOPSIS GRANDIFLORA 'SUNRAY'	COREOPSIS, DWARF DOUBLE
	COREOPSIS LANCEOLATA	COREOPSIS, LANCE-LEAF
	COREOPSIS LANCEOLATA 'STERNTALER'	COREOPSIS, STERNTALER
	COREOPSIS ROSEA	COREOPSIS, PINK
	COREOPSIS 'UPTICK CREAM'	COREOPSIS, UPTICK CREAM
	COREOPSIS 'UPTICK GOLD & BRONZE'	COREOPSIS, UPTICK GOLD & BRONZE
	COREOPSIS VERTICILLATA 'GOLDEN GAIN'	COREOPSIS, GOLDEN GAIN
	COREOPSIS VERTICILLATA 'MOONBEAM'	COREOPSIS, MOONBEAM
	COREOPSIS VERTICILLATA 'ZAGREB'	COREOPSIS, ZAGREB
	DIANTHUS 'FIRST LOVE'	PINKS, FIRST LOVE
	DIANTHUS BARBATUS 'DOUBLE MIDGET MIX'	SWEET WILLIAM, DWARF
	DIANTHUS BARBATUS 'MIDGET MIX'	SWEET WILLIAM, DWARF
	DIANTHUS CARYOPHYLLUS 'GRENADIN'	CARNATION, HARDY
	DIANTHUS CRUENTUS	PINK
	DIANTHUS DELTOIDES 'BRILLIANT'	MAIDEN PINKS, BRILLIANT
	DIANTHUS DELTOIDES 'FLASHING LIGHT'	MAIDEN PINKS, FLASHING LIGHT
	DIANTHUS DELTOIDES 'PINK'	PINKS, PINK
	DIANTHUS DELTOIDES 'ZING ROSE'	MAIDEN PINKS, ZING ROSE
	DIANTHUS FREYNII	PINKS, ALPINE
	DIANTHUS GIGANTEUS	PINK
	DIANTHUS GRANITICUS	PINK, GRANITE
	DIANTHUS GRATIANOPOLITANUS 'BATH'S PINK'	PINKS, BATH'S PINK PINCUSHION
	DIANTHUS GRATIANOPOLITANUS 'FIREWITCH'	PINKS, DEEP PINK PINCUSHION
	DIANTHUS GRATIANOPOLITANUS 'SPOTTY'	PINKS, SPOTTED PINCUSHION
	DIANTHUS GRATIANOPOLITANUS 'TINY RUBIES'	PINKS, TINY RUBIES PINCUSHION
	DIANTHUS LUMNITZERI	PINKS, COTTAGE
	DIANTHUS PETRAEUS VAR. NOEANUS	PINKS, FRAGRANT SNOWFLAKE
	DIANTHUS PLUMARIUS 'SONATE DOUBLE'	PINKS, COTTAGE
	DIANTHUS x ALWOODII 'FROSTY FIRE'	DIANTHUS, FROSTY FIRE
	ECHINACEA 'CHEYENNE SPIRIT'	CONEFLOWER, MIXED COLORS
	ECHINACEA 'FLAME THROWER'	CONEFLOWER, ORANGE/RED BICOLOR
	ECHINACEA 'JULIA'	CONEFLOWER, ORANGE
	ECHINACEA 'SUNRISE'	CONEFLOWER, YELLOW

	ECHINACEA 'SUNSET'	CONEFLOWER, ORANGE
	ECHINACEA 'SWEET FUCHSIA'	CONEFLOWER, FUCHSIA
	ECHINACEA 'TOMATO SOUP'	CONEFLOWER, TOMATO SOUP
	ECHINACEA 'HARVEST MOON'	CONEFLOWER, HARVEST MOON GOLD
	ECHINACEA 'MANGO MEADOWBRITE'	CONEFLOWER, MANGO
	ECHINACEA PALLIDA	CONEFLOWER, PALE PURPLE
	ECHINACEA PURPUREA	CONEFLOWER, PURPLE
	ECHINACEA PURPUREA 'ALBA'	CONEFLOWER, WHITE
	ECHINACEA PURPUREA 'FATAL ATTRACTION'	CONEFLOWER, FATAL ATTRACTION
	ECHINACEA PURPUREA 'FRAGRANT ANGEL'	CONEFLOWER, WHITE
	ECHINACEA PURPUREA 'HAPPY STAR'	CONEFLOWER, HAPPY STAR
	ECHINACEA PURPUREA 'MAGNUS SUPERIOR'	CONEFLOWER, MAGNUS SUPERIOR
	ECHINACEA PURPUREA 'RUBY STAR'	CONEFLOWER, RUBY STAR
	ECHINACEA SOMBRERO ADOBE ORANGE	CONEFLOWER, ADOBE ORANGE
	ECHINACEA SOMBRERO BAJA BURGUNDY	CONEFLOWER, BAJA BURGUNDY
	ECHINACEA SOMBRERO FLAMENCO ORANGE	CONEFLOWER, FLAMENCO ORANGE
	ECHINACEA SOMBRERO GRANITA GOLD	CONEFLOWER, GRANITA GOLD
	ECHINACEA SOMBRERO HOT CORAL	CONEFLOWER, HOT CORAL
	ECHINACEA SOMBRERO SALSA RED	CONEFLOWER, SALSA RED
	HELIANTHEMUM 'DAZZLER'	SUNROSE, CRIMSON RED
	HELIANTHEMUM 'DOUBLE APRICOT'	SUNROSE, APRICOT
	HELIANTHEMUM 'DOUBLE RED'	SUNROSE, DOUBLE RED
	HELIANTHEMUM 'ST. MARY'S'	SUNROSE, WHITE
	HELIANTHEMUM 'WISLEY PINK'	SUNROSE, PINK
	HELIANTHEMUM 'WISLEY PRIMROSE'	SUNROSE, SINGLE YELLOW
	HELIANTHEMUM ORANGE	SUNROSE, ORANGE
	HELIANTHEMUM RED	SUNROSE, RED
	HELIANTHEMUM WHITE	SUNROSE, WHITE
	HELIANTHEMUM YELLOW	SUNROSE, YELLOW
	HEMEROCALLIS 'AUTUMN RED'	DAYLILY, AUTUMN RED
	HEMEROCALLIS 'BAJA'	DAYLILY, BAJA RED W/ GREEN CENTER
	HEMEROCALLIS 'BITSY'	DAYLILY, BITSY DWARF YELLOW
	HEMEROCALLIS 'BLACK EYED STELLA'	DAYLILY, DWARF GOLD DARKEYE
	HEMEROCALLIS 'BURIED TREASURE'	DAYLILY, BURIED TREASURE YELLOW
	HEMEROCALLIS 'CAREY QUINN'	DAYLILY, CAREY QUINN RED W/ GOLD
	HEMEROCALLIS 'CHANNEL ISLAND'	DAYLILY, CHANNEL ISLAND YELLOW
	HEMEROCALLIS 'CHERRY CHEEKS'	DAYLILY, CHERRY CHEEKS, ROSE-PINK
	HEMEROCALLIS 'CHICAGO PEACH'	DAYLILY, MIXED PEACH
	HEMEROCALLIS 'CHICAGO SUNRISE'	DAYLILY, CHICAGO SUNRISE, ORANGE
	HEMEROCALLIS 'DIVA'S CHOICE'	DAYLILY, PINK/YELLOW REPEAT
	HEMEROCALLIS 'ELEGANT CANDY'	DAYLILY, PINK W/ RED EYE
	HEMEROCALLIS 'FAIRY TAIL PINK'	DAYLILY, FAIRY TAIL PINK
	HEMEROCALLIS 'FRANS HALS'	DAYLILY, FRANS HALS ORANGE BICOLOR
	HEMEROCALLIS 'GENTLE SHEPHERD'	DAYLILY, GENTLE SHEPHERS NEAR WHITE
	HEMEROCALLIS 'GOLDEN GATE'	DAYLILY, GOLDEN GATE
	HEMEROCALLIS 'HALL'S PINK'	DAYLILY, HALL'S PINK
	HEMEROCALLIS 'HANDWRITING ON THE WALL'	DAYLILY, PEACH/LAVENDER
	HEMEROCALLIS 'HAPPY RETURNS'	DAYLILY, HAPPY RETURNS DWARF YELLOW
	HEMEROCALLIS 'HYPERION'	DAYLILY, HYPERION YELLOW
	HEMEROCALLIS 'ICE CARNICAL'	DAYLILY, ICE CARNIVAL WHITE
	HEMEROCALLIS 'JOAN SENIOR'	DAYLILY, JOAN SENIOR, WHITE
	HEMEROCALLIS 'LAVENDER BLUSH'	DAYLILY, LAVENDER BLUSH
	HEMEROCALLIS 'LAVENDER DEAL'	DAYLILY, LAVENDER DEAL
	HEMEROCALLIS 'LITTLE BUSINESS'	DAYLILY, LITTLE BUSINESS RASPBERRY
	HEMEROCALLIS 'LITTLE GRAPETTE'	DAYLILY, LITTLE GRAPETTE PURPLE
	HEMEROCALLIS 'MINI PEARL'	DAYLILY, MINI PEARL, DWARF MELON
	HEMEROCALLIS 'PARDON ME'	DAYLILY, PARDON ME, CRANBERRY RED
	HEMEROCALLIS 'PINK WHISPERS'	DAYLILY, PINK WHISPERS BITONE
	HEMEROCALLIS 'POOH BEAR'	DAYLILY, ORANGE/BURGUNDY REPEAT
	HEMEROCALLIS 'PRAIRIE BLUE EYES'	DAYLILY, PRAIRIE BLUE EYES, LAVENDER
	HEMEROCALLIS 'PRAIRIE MOONLIGHT'	DAYLILY, PRAIRIE MOONLIGHT, YELLOW
	HEMEROCALLIS 'PURPLE DE ORO'	DAYLILY, PURPLE DE ORO DWARF
	HEMEROCALLIS 'RED MAGIC'	DAYLILY, RED MAGIC
	HEMEROCALLIS 'RED SELECT'	DAYLILY, RED SELECT
	HEMEROCALLIS 'ROCKET CITY'	DAYLILY, ROCKET CITY ORANGE
	HEMEROCALLIS 'ROSY RETURNS'	DAYLILY, ROSY RETURNS DWARF
	HEMEROCALLIS 'RUBY STELLA'	DAYLILY, RUBY STELLA WINE RED
	HEMEROCALLIS 'RUFFLED APRICOT'	DAYLILY, RUFFLED APRICOT
	HEMEROCALLIS 'SERENE MADONNA'	DAYLILY, SERENE MADONNA WHITE
	HEMEROCALLIS 'SILOAM MERLE KENT'	DAYLILY, PINK W/ PURPLE EYE
	HEMEROCALLIS 'SIMMONS OVERTURE'	DAYLILY, LAVENDER-ROSE/BLACK
	HEMEROCALLIS 'SPACECOAST SEA SHELLS'	DAYLILY, YELLOW/PURPLE
	HEMEROCALLIS 'SPELLBINDER'	DAYLILY, SPELLBINDER TANGERINE ORANGE
	HEMEROCALLIS 'STELLA DE ORO'	DAYLILY, STELLA DE ORO DWARF GOLD
	HEMEROCALLIS 'SWEET SUNRISE'	DAYLILY, SWEET SUNRISE PINK
	HEMEROCALLIS 'YELLOW STONE'	DAYLILY, YELLOW STONE
	HESPERALOE PARVIFLORA	YUCCA, RED FALSE
	HESPERALOE PARVIFLORA 'STOP LIGHTS'	YUCCA, STOP LIGHTS RED FALSE
	HESPERALOE PARVIFLORA 'YELLOW'	YUCCA, YELLOW FALSE
	HESPERALOE PARVIFLORA 'BRAKELIGHTS'	YUCCA, BRAKELIGHTS RED FALSE
	IBERIS SEMPERVIRENS	CANDYTUFT
	IBERIS SEMPERVIRENS 'SNOWFLAKE'	CANDYTUFT, SNOWFLAKE

	IBERIS SEMPERVIRENS 'SNOWSATION'	CANDYTUFT, SNOWSATION
	KNIPHOFIA 'ALKAZAR'	TORCH LILY, ALKAZAR
	KNIPHOFIA 'FLAMENCO'	TORCH LILY
	KNIPHOFIA 'HIGH ROLLER'	TORCH LILY, HIGH ROLLER
	KNIPHOFIA 'ORANGE BLAZE'	TORCH LILY, ORANGE BLAZE
	KNIPHOFIA 'PRIMROSE BEAUTY'	TORCH LILY, YELLOW
	KNIPHOFIA 'STARKS EARLY HYBRIDS'	TORCH LILY, RED
	KNIPHOFIA CAULESCENS	TORCH LILY, BLUE LEAF
	LAVANDULA ANGUSTIFOLIA ' BETTY BLUE'	LAVENDER, BETTY BLUE DEEP BLUE
	LAVANDULA ANGUSTIFOLIA 'HIDCOTE SUPERIOR'	LAVENDER, HIDCOTE SUPERIOR, DEEP BLUE
	LAVANDULA ANGUSTIFOLIA 'HIDCOTE'	LAVENDER, HIDCOTE DEEP BLUE
	LAVANDULA ANGUSTIFOLIA 'JEAN DAVIS'	LAVENDER, JEAN DAVIS, PINK
	LAVANDULA ANGUSTIFOLIA 'MITCHAM GRAY'	LAVENDER, MITCHAM GRAY DEEP PURPLE
	LAVANDULA ANGUSTIFOLIA 'MUNSTEAD'	LAVENDER, MUNSTEAD ENGLISH
	LAVANDULA ANGUSTIFOLIA 'ROYAL VELVET'	LAVENDER, ROYAL VELVET ENGLISH
	LAVANDULA ANGUSTIFOLIA 'SUPERBLUE'	LAVENDER, SUPER BLUE VIOLET-BLUE
	LAVANDULA ANGUSTIFOLIA SCENT WHITE EARLY	LAVENDER, COMPACT WHITE
	LAVANDULA DENTATA	LAVENDER, FRENCH
	LEUCANTHEMUM VULGAR	DAISY, OX-EYE
	LEUCANTHEMUM x SUPERBUM 'AGLAIA'	DAISY, AGLAIA DOUBLE SHASTA
	LEUCANTHEMUM x SUPERBUM 'ALASKA'	DAISY, ALASKA SHASTA
	LEUCANTHEMUM x SUPERBUM 'BECKY'	DAISY, BECKY, UPRIGHT SHASTA
	LEUCANTHEMUM x SUPERBUM 'CRAZY DAISY'	DAISY, CRAZY DAISY, DOUBLE SHASTA
	LEUCANTHEMUM x SUPERBUM 'LITTLE MISS MUFFET'	DAISY, LITTLE MISS MUFFETT, DWARF SHASTA
	LEUCANTHEMUM x SUPERBUM 'MARCONI'	DAISY, MARCONI SHASTA
	LEUCANTHEMUM x SUPERBUM 'SILVER PRINCESS'	DAISY, SILVER PRINCESS, COMPACT SHASTA
	LEUCANTHEMUM x SUPERBUM 'SNOWLADY'	DAISY, SNOW LADY DWARF SHASTA
	LEUCANTHEMUM x SUPERBUM 'SNOWCAP'	DAISY, SNOWCAP COMPACT SHASTA
	MARRUBIUM ROTUNDIFOLIUM	HOREHOUND, SILVERY
	MIRABILIS MULTIFLORA	DESERT FOUR O'CLOCK
	PENSTEMON 'DARK TOWERS'	PENSTEMON, DARK TOWERS
	PENSTEMON 'ELFIN PINK'	PENSTEMON, ELFIN PINK
	PENSTEMON 'HYACINTH FLOWERED'	PENSTEMON, HYACINTH FLOWERED
	PENSTEMON ACUMINATUS	PENSTEMON, SAND DUNE
	PENSTEMON ALPINUS	PENSTEMON, ALPINE
	PENSTEMON ATTENUATUS	PENSTEMON, SULFUR
	PENSTEMON BARBATUS	PENSTEMON, SCARLET BUGLER
	PENSTEMON BARBATUS 'CORAL BABY'	PENSTEMON, CORAL BABY
	PENSTEMON BARBATUS 'PRAIRIE DUSK'	PENSTEMON, PRAIRIE DUSK ROSE-PINK
	PENSTEMON BARBATUS 'RONDO'	PENSTEMON, RONDO
	PENSTEMON BARBATUS 'SCHOOLEY YELLOW'	PENSTEMON, YELLOW BUGLER
	PENSTEMON COBAEA	PENSTEMON, PRAIRIE
	PENSTEMON CYANANTHUS	PENSTEMON, WASATCH
	PENSTEMON DAVIDSONII	PENSTEMON, DAVIDSON'S
	PENSTEMON DEUSTUS	PENSTEMON, HOTROCK
	PENSTEMON DIGITALIS 'HUSKER RED'	PENSTEMON, HUSKER RED
	PENSTEMON EATONI	PENSTEMON, FIRECRACKER
	PENSTEMON, ELLIPTICUS	PENSTEMON, ROCKY LEDGE
	PENSTEMON FRUTICOSUS 'PURPLE HAZE'	PENSTEMON, PURPLE HAZE
	PENSTEMON GLABER VAR. ALPINUE	PENSTEMON, SMOOTH
	PENSTEMON GRACILIS	PENSTEMON, LILAC
	PENSTEMON GRANDIFLORUS	PENSTEMON, SHELL LEAF PINK
	PENSTEMON GRANDIFLORUS 'PRAIRIE JEWEL'	PENSTEMON, PRAIRIE JEWEL
	PENSTEMON MENSARUM	PENSTEMON, TIGER
	PENSTEMON NEOMEXICANUS	PENSTEMON, NEW MEXICAN BLUE
	PENSTEMON PSEUDOSPECTABILIS	PENSTEMON, DESERT
	PENSTEMON SCHMIDEL 'RED RIDING HOOD'	PENSTEMON, RED RIDING HOOD
	PENSTEMON, STRICTUS	PENSTEMON, ROCKY MOUNTAIN
	PENSTEMON TEUCRIOIDES	PENSTEMON, GRAYLEAF, CREEPING
	PENSTEMON UTAHENSIS	PENSTEMON, UTAH
	PENSTEMON, VIRGATUS 'BLUE BUCKLE'	PENSTEMON, BLUE BUCKLE
	PENSTEMON WILCOXII	PENSTEMON, WILCOX'S
	PENSTEMON x MEXICALI 'CAROLYN'S HOPE'	PENSTEMON, CAROLYN'S HOPE PINK
	PENSTEMON x MEXICALI 'SUNBURST AMETHYST'	PENSTEMON, SUNBURST AMETHYST
	PENSTEMON x MEXICALI 'SUNBURST RUBY'	PENSTEMON, SUNBURST RUBY
	PENSTEMON x MEXICALI 'PIKES PEAK PURPLE'	PENSTEMON, PIKES PEAK PURPLE
	PENSTEMON x MEXICALI 'RED ROCKS'	PENSTEMON, RED ROCKS
	PENSTEMON x MEXICALI 'SHADOW MOUNTAIN'	PENSTEMON, SHADOW MOUNTAIN
	PENSTEMON x MEXICALI 'WINDWALKER GARNET'	PENSTEMON, WINDWALKER GARNET
	PERSICARIA AFFINIS	HIMALAYAN BOARDER JEWEL
	RUDBECKIA FULGIDA 'AMERICAN GOLD RUSH'	BLACKEYED SUSAN, AMERICAN GOLD RUSH
	RUDBECKIA FULGIDA 'EARLY BIRD GOLD'	BLACKEYED SUSAN, EARLY BIRD GOLD
	RUDBECKIA FULGIDA 'GOLDSTRUM'	BLACKEYED SUSAN, GOLDSTRUM
	RUDBECKIA FULGIDA 'LITTLE GOLDSTAR'	BLACKEYED SUSAN, LITTLE GOLDSTAR
	RUDBECKIA HIRTA	BLACKEYED SUSAN
	RUDBECKIA HIRTA 'GOLDILOCKS'	BLACKEYED SUSAN, GOLDILOCKS
	RUDBECKIA HIRTA 'INDIAN SUMMER'	BLACKEYED SUSAN, INDIAN SUMMER
	RUDBECKIA HIRTA 'PRAIRIE SUN'	BLACKEYED SUSAN, PRAIRIE SUN

	RUDBECKIA HIRTA 'RUSTIC COLORS'	BLACKEYED SUSAN, RUSTIC COLORS
	RUDBECKIA HIRTA 'CHEROKEE SUNSET'	BLACKEYED SUSAN, CHEROKEE SUNSET
	RUDBECKIA HIRTA VAR. PULCHERRIMA	BLACKEYED SUSAN
	SALVIA 'ULTRA VIOLET'	SALVIA, ULTRA VIOLET
	SALVIA ARGENTEA	SALVIA, SILVER
	SALVIA GREGGII	SALVIA, AUTUMN
	SALVIA GREGGII 'FURMAN'S RED'	SALVIA, FURMAN'S RED
	SALVIA GREGGII 'RASPBERRY'	SALVIA, RASPBERRY, AUTUMN
	SALVIA GREGGII 'ROSE PINK'	SALVIA, ROSE PINK, AUTUMN
	SALVIA GREGGII 'WHITE'	SALVIA, WHITE, AUTUMN
	SALVIA GREGGII 'SIERRA LINDA'	SALVIA, SIERRA LINDA, AUTUMN
	SALVIA GREGGII 'WILD THING'	SALVIA, HOT PINK
	SALVIA NEMOROSA 'BLUE MARVEL'	SALVIA, BLUE MARVEL
	SALVIA NEMOROSA 'CARADONNA'	SALVIA, CARADONNA
	SALVIA NEMOROSA 'EAST FRIESLAND'	SALVIA, PURPLE
	SALVIA NEMOROSA 'PLUMOSA'	SALVIA, DOUBLE BLUE
	SALVIA NEMOROSA 'ROSE MARVEL'	SALVIA, ROSE MARVEL
	SALVIA NEMOROSA 'ROSE QUEEN'	SALVIA, ROSE
	SALVIA NEMOROSA 'VIOLET PROFUSION'	SALVIA, VIOLET PROFUSION
	SALVIA NEMOROSA 'DARK MATTER'	SALVIA, DARK MATTER, BLUE
	SALVIA WINDWALKER	SAGE, WINDWALKER, ROYAL RED
	SALVIA x SYLVESTRIS 'BLUE BY YOU'	SALVIA, BLUE BY YOU
	SALVIA x SYLVESTRIS 'BLUE HILL'	SALVIA, BLUE
	SALVIA x SYLVESTRIS 'BLUE QUEEN'	SALVIA, BLUE
	SALVIA x SYLVESTRIS 'MAY NIGHT'	SALVIA, MAYNIGHT
	SALVIA x SYLVESTRIS 'SNOW HILL'	SALVIA, SNOW HILL, WHITE
	SALVIA x SYLVESTRIS 'APRIL NIGHT'	SALVIA APRIL NIGHT PURPLE
	SEDUM 'BLUE SPRUCE'	STONECROP, BLUE SPRUCE, CREEPTING
	SEDUM 'CHERRY TART'	STONECROP, CHERRY TART
	SEDUM DAZZLEBERRY	STONECROP, DAZZLEBERRY
	SEDUM 'FROSTY MORN'	STONECROP, VARIEGATED TALL
	SEDUM 'KNIGHT RIDER'	STONECROP, PURPLE
	SEDUM 'MATRONA'	STONECROP, MATRONA
	SEDUM 'POSTMAN'S PRIDE'	STONECROP, POSTMAN'S PRIDE
	SEDUM 'PURPLE EMPEROR'	STONECROP, PURPLE EMPEROR
	SEDUM 'ROBUSTUM'	STONECROP, RED-LEAF SHOWY
	SEDUM 'VERA JAMESON'	STONECROP, VERA JAMESON
	SEDUM (HYLOTELEPHIUM) 'AUTUMN FIRE'	STONECROP, AUTUMN FIRE
	SEDUM (HYLOTELEPHIUM) 'AUTUMN JOY'	STONECROP, AUTUMN JOY
	SEDUM ACRE 'AUREUM'	STONECROP, YELLOW GOLDMOSS
	SEDUM ACRE (EVERGREEN)	STONECROP, GOLDMOSS-UTAH
	SEDUM FLAMING CARPET	STONECROP, FLAMING CARPET MIX
	SEDUM HYBRIDUM	STONECROP, OAK-LEAF
	SEDUM KAMTSCHATICUM	STONECROP, ORANGE
	SEDUM LANCEOLATUM	STONECROP, NATIVE
	SEDUM POPULIFOLIUM	STONECROP, HERBACIOUS
	SEDUM RUPESTRE 'ANGELINA'	STONECROP, ANGELINA
	SEDUM SEDIFORME TURQUOISE TAILS	STONECROP, TURQUOISE TAILS
	SEDUM SEXANGULARE	STONECROP, SPIRAL
	SEDUM SIEBOLDII	STONECROP, OCTOBER DAPHNE
	SEDUM SPECTABILE 'INDIAN CHIEF'	STONECROP, RUSSET SHOWY
	SEDUM SPURIUM 'BRONZE CARPET'	STONECROP, BRONZE CARPET
	SEDUM SPURIUM 'DRAGON'S BLOOD'	STONECROP, DRAGON'S BLOOD
	SEDUM SPURIUM 'FULDA GLOW'	STONECROP, FULDA GLOW
	SEDUM SPURIUM 'RED CARPET'	STONECROP, RED CARPET
	SEDUM SPURIUM 'TRICOLOR'	STONECROP, TRICOLOR
	SEDUM SPURIUM 'VOODOO'	STONECROP, VODOO
	SEDUM 'BACK IN BLACK'	STONECROP, BACK IN BLACK

Addendum No. 1

(Dispute Resolution)

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

2. **Mediation.**

2.1. Disputes Subject to Mediation. Disputes that are not subject to arbitration shall be mediated.

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

AGENDA ITEM #2

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 foot 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
<u>COMMERCIAL</u>							
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	-
<u>MANUFACTURING</u>	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	-
<u>OFFICE AND RELATED USES</u>	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	-	-
<u>RETAIL SALES & SERVICES</u>	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	-	-
<u>RECREATIONAL, CULTURAL, AND ENTERTAINMENT</u>	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	-	-	-
<u>RESIDENTIAL</u>	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	-
<u>INSTITUTIONAL</u>	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	-
<u>MISCELLANEOUS</u>	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	I	C	I	I	I	I	I
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)	-	-	-	-	-	-	-
<u>MINING AND EXCAVATION</u>	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 #3

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,

A handwritten signature in black ink, appearing to be 'SH' or 'SHawn', written on a light blue background.

Shawn Holste
Managing Member
Grantsville New Team, LLC



Shelby Moore <smoore@grantsvilleut.gov>

Reminder: Planning Commission Meeting on September 1, 2026

Brian Barrow <

Fri, Sep 25, 2026 at 5:29 PM

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

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.

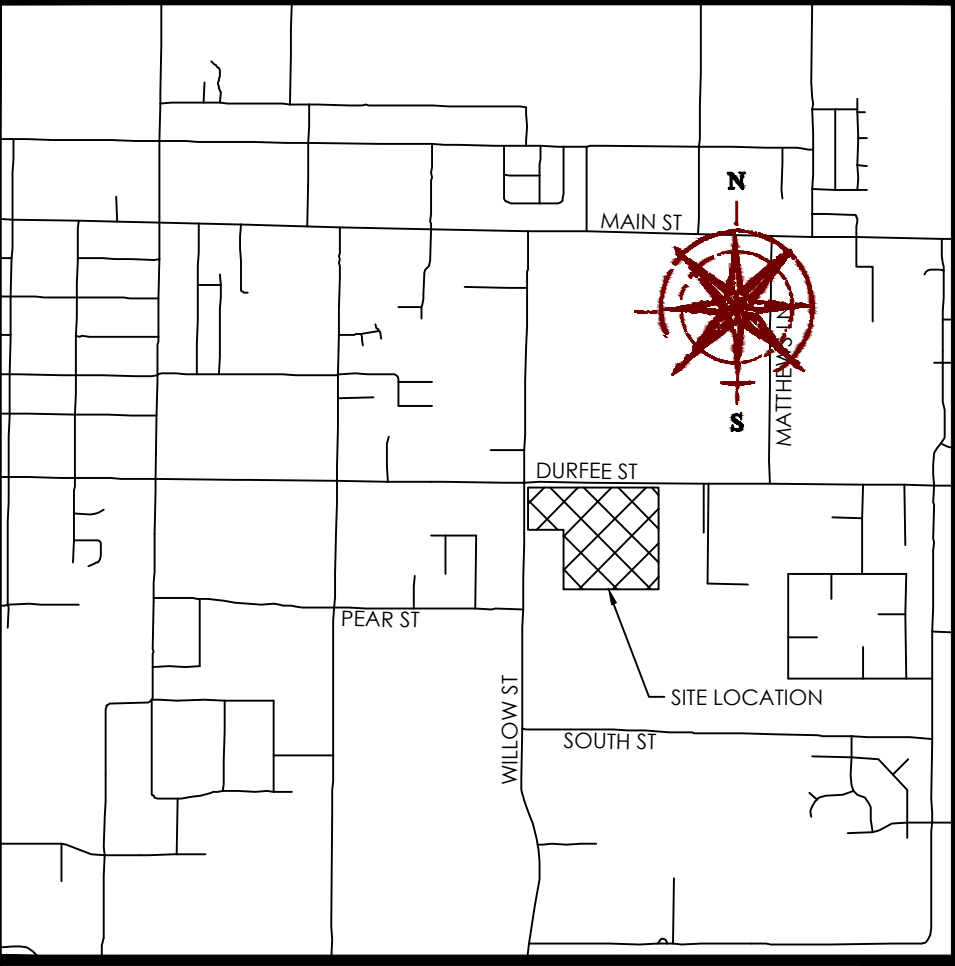
As you're aware, we also have the Canyon View MDA added to the Planning Commission agenda for October 20, 2026, and I plan to be available for that meeting.

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,

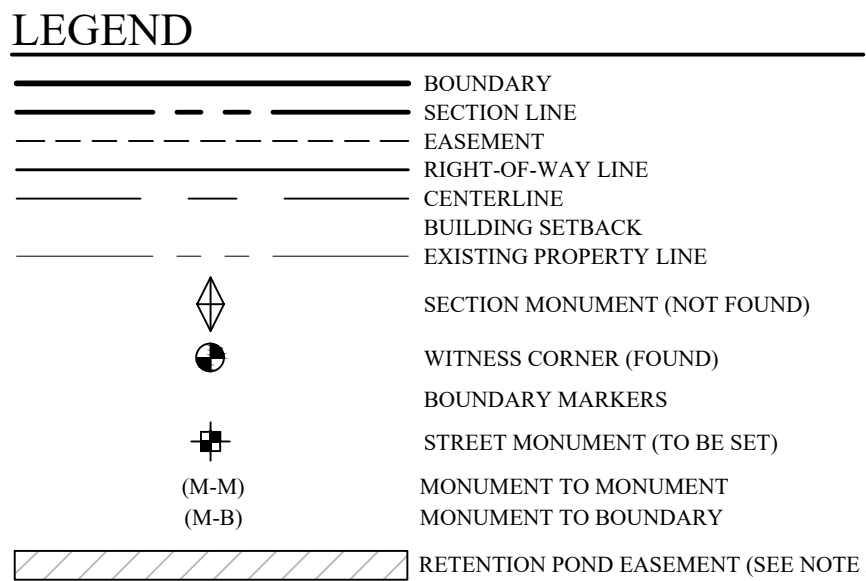
Brian



VICINITY MAP
N.T.S.

NOTES

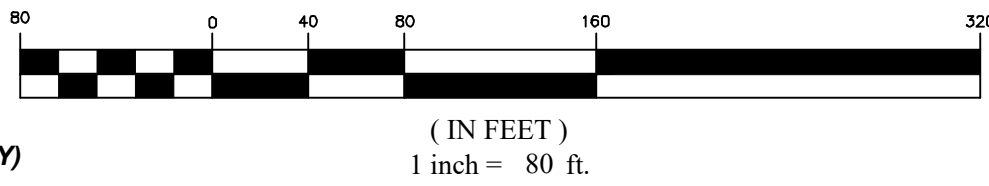
- 5/8" X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.
- LOTS 202-205, 214-217, 219-226, & 236-241 PROPERTY OWNERS AGREE TO MAINTAIN THE STORM DRAIN RETENTION AREA AS APPROVED BY THE CITY ENGINEER, AND CONSTRUCTED BY THE DEVELOPER/BUILDER, AND THAT THEY WILL NOT ALTER THE GRADING, NOR ALLOW ANY DRAINAGE TO DISCHARGE ON THE NEIGHBORING PROPERTIES, OR PUT ANY IMPERVIOUS SURFACES IN THE AREA SHOWN ON THE PLAT. THIS REQUIREMENT WILL RUN WITH THE PROPERTY AND APPLY TO ALL FUTURE PROPERTY OWNERS. IF AT ANYTIME THE PROPERTY OWNER FAILS TO PROPERLY MAINTAIN THE BASIN TO THE REASONABLE SATISFACTION OF THE CITY ENGINEER, THE CITY MAY MAKE ALL NECESSARY IMPROVEMENTS, CORRECTIONS, REPAIRS, OR REPLACEMENTS AND COLLECT FROM THE PROPERTY OWNER ALL INCURRED COSTS, FEE, AND INTEREST.
- PROPERTY OWNERS AND ITS SUCCESSORS AND ASSIGNS HEREBY GRANTS A PERPETUAL PRIVILEGE AND EASEMENT TO GRANTSVILLE CITY TO ACCESS THE STORM DRAIN RETENTION AREA AT ANY TIME FOR THE PURPOSE OF MAINTENANCE, INSPECTION, REPAIR, OR REPLACEMENT OF ANY STORM WATER OR OTHER UTILITY ABOVE OR BELOW THE GROUND, INCLUDING BUT NOT LIMITED TO THE STORM DRAIN RETENTION AREA.
- PARCEL A IS HEREBY DEDICATED TO GRANTSVILLE CITY.
- PARCEL A WILL BE MAINTAINED BY GRANTSVILLE CITY.



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



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)

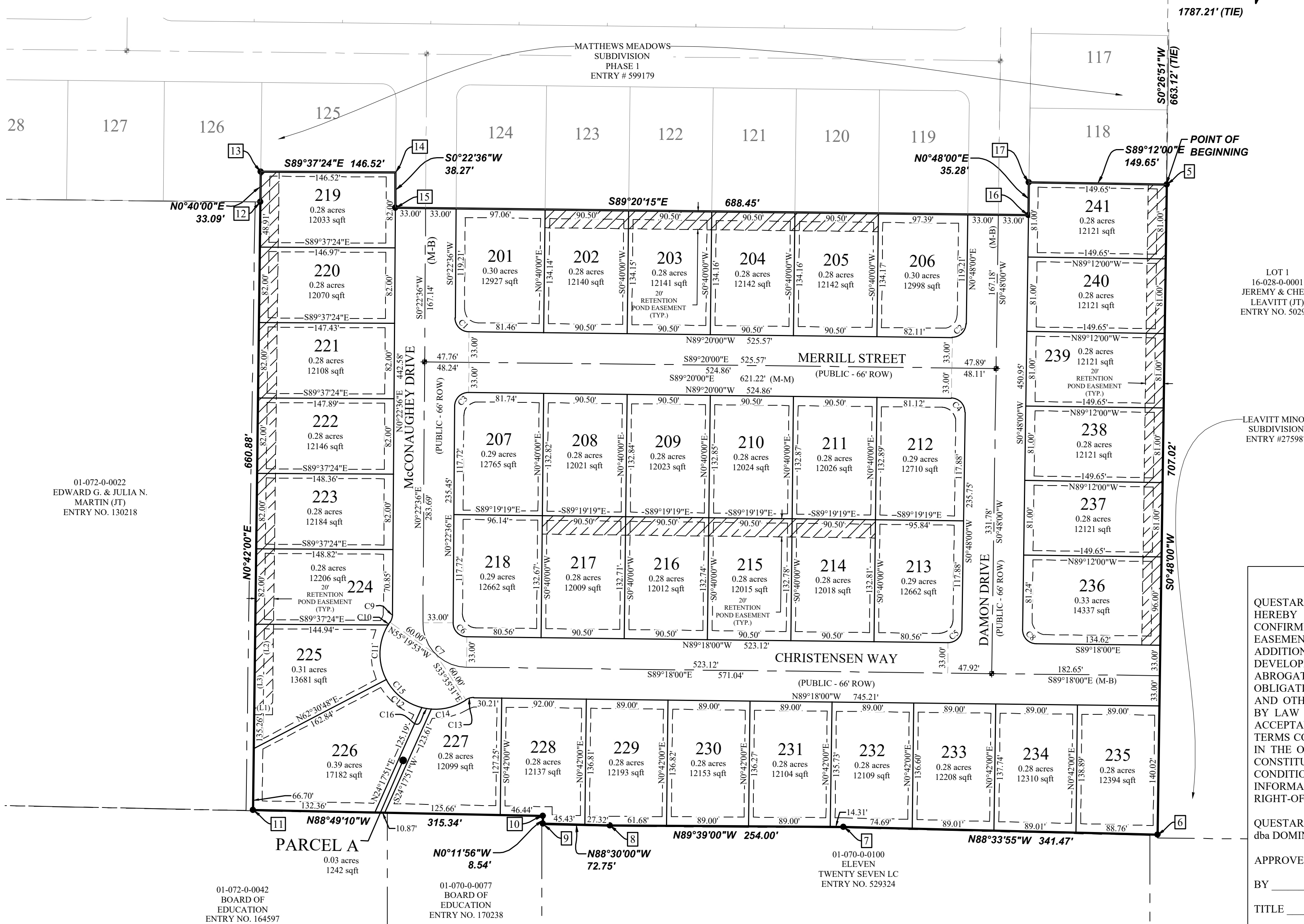
N89°49'23"E
492.53'
(PER HATHCOCK SURVEY)

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

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

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)



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

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 _____

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°33'09"W 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) N88°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

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 _____, 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

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

TOOELE COUNTY RECORDER

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

FEE \$

TOOELE COUNTY RECORDER

PREPARED FOR

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

BENCHMARK

NORTHWEST CORNER OF SECTION 05
TOWNSHIP 03 SOUTH, RANGE 05 WEST
SALT LAKE BASE AND MERIDIAN
ELEV: 4309.08'
DATUM: NAVD83

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

PREPARED BY

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 SOUTH HEDGE TECH DRIVE SUITE 200
MIDVALE, UT 84057 PH: (801) 352-0075
www.focuseng.com

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

SHEET 1 OF 1

DATE: 5/18/2023

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 #4

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.



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

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
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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.

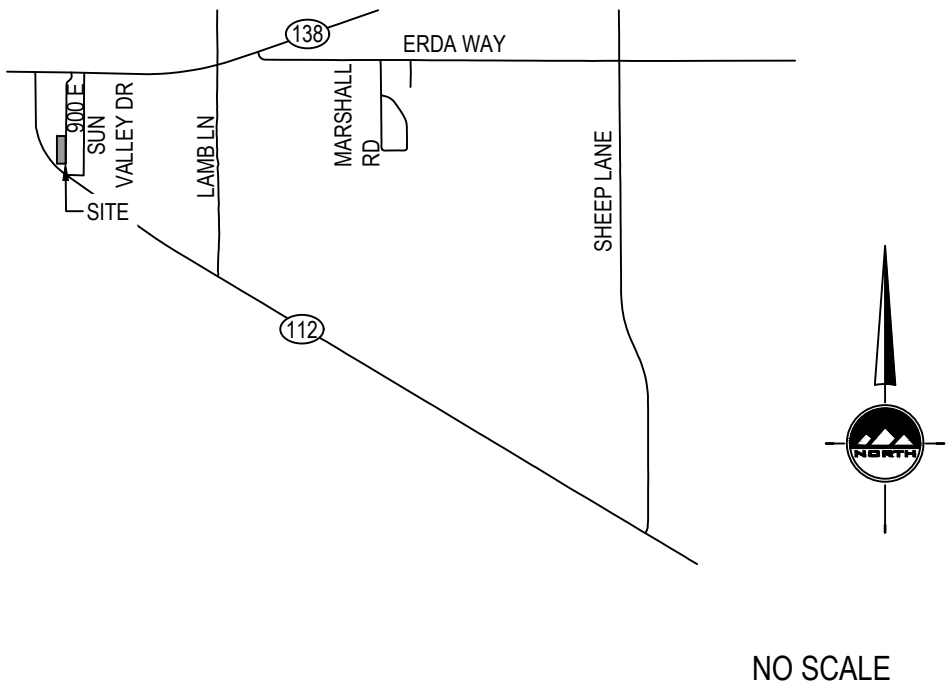
NOTICE TO DEVELOPER/ CONTRACTOR

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



GENERAL NOTES

- ALL WORK SHALL CONFORM TO GRANTSVILLE CITY STANDARDS & SPECIFICATIONS.
- 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.



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



COVER

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

C-000

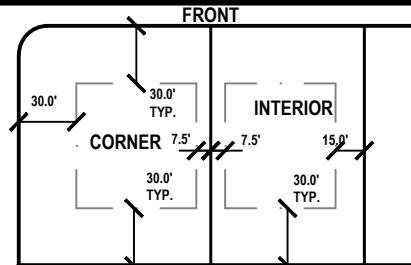


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COMMENCEMENT OF ANY
CONSTRUCTION.

STANSBURY SHADOWS PHASE III MINOR SUBDIVISION 2ND AMENDMENT

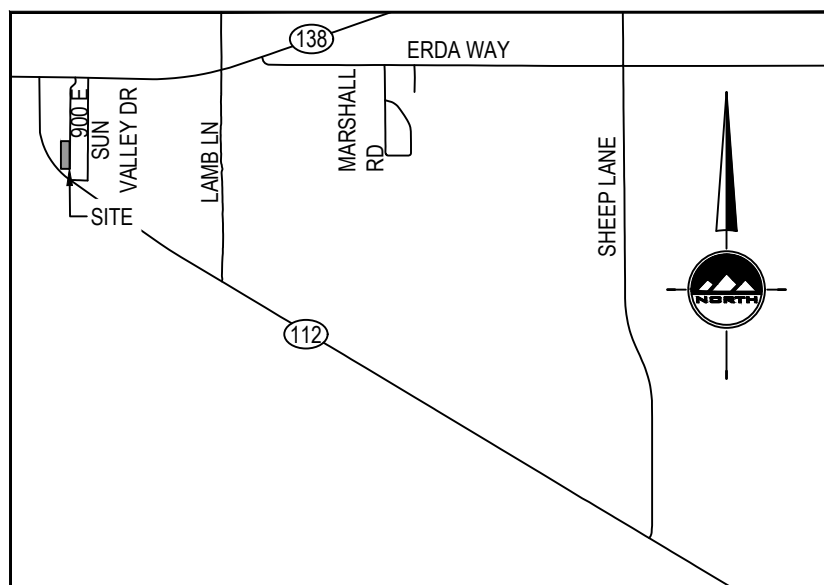
FINAL PLAT

(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



NOT TO SCALE
(SETBACK REQUIREMENTS FOR R-1-21 ZONE PER
GRANTSVILLE CITY DEVELOPMENT CODE
CHAPTER 15, SECTION 15.1.1.)

SOUTH QUARTER CORNER OF
SECTION 33, T2S, R5W, SLB8M
(FOUND 3" BRASS TOOELE
COUNTY SURVEYOR
MONUMENT, DATED 1986)



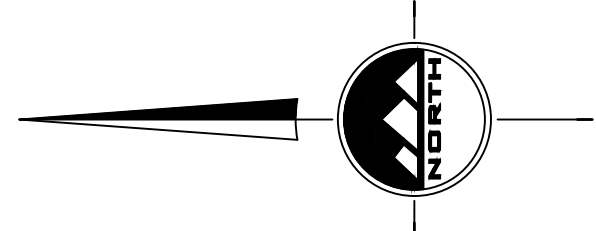
VICINITY MAP

NOT TO SCALE

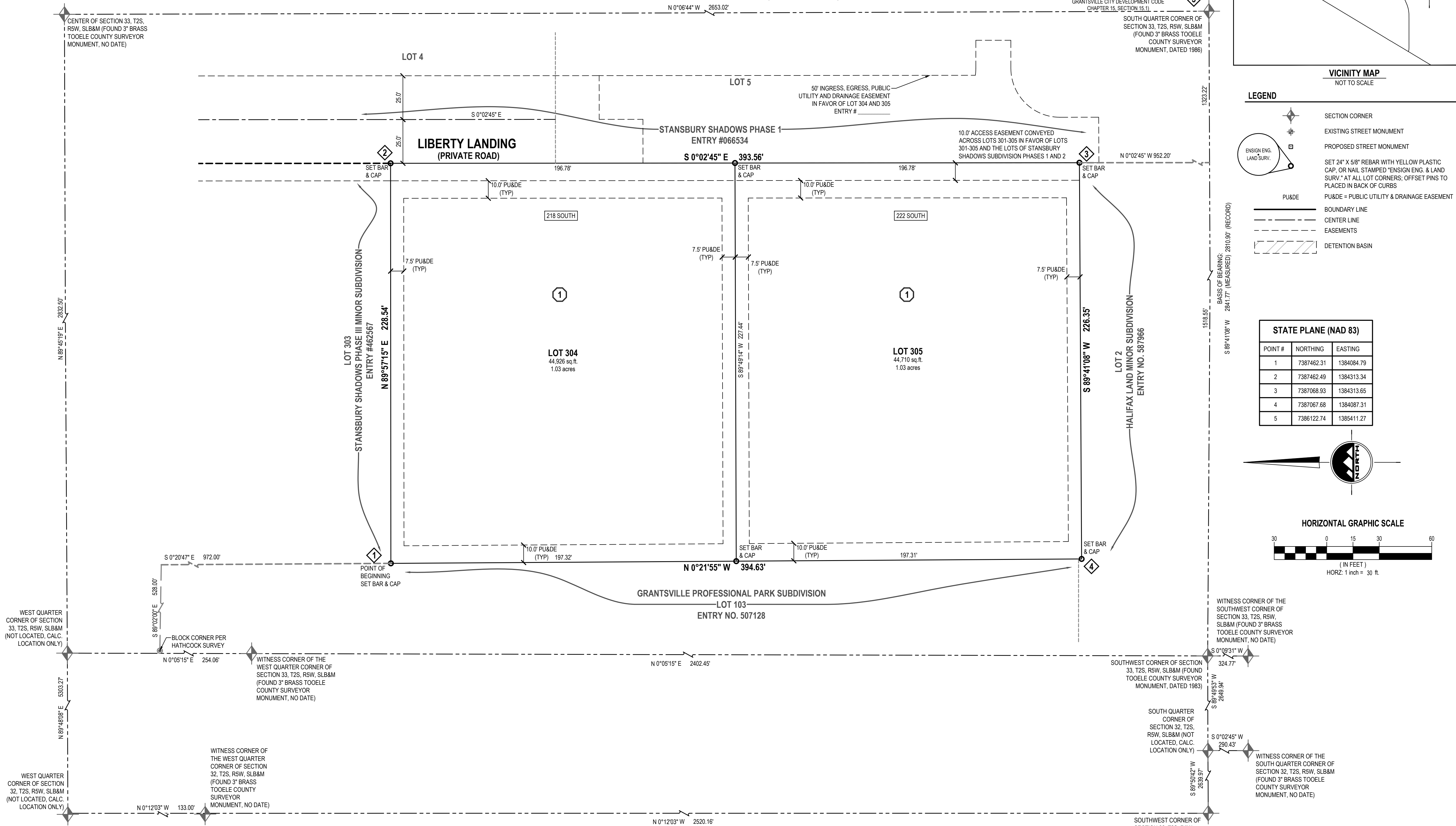
LEGEND

- SECTION CORNER
- EXISTING STREET MONUMENT
- PROPOSED STREET MONUMENT
- SET 24" X 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENGL. & LAND SURV." AT ALL LOT CORNERS; OFFSET PINS TO PLACED IN BACK OF CURBS
- 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



ROCKY MOUNTAIN POWER COMPANY

- PURSUANT TO UTAH CODE ANN. § 84-3-27 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.
- 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:
 - A RECORDED EASEMENT OR RIGHT-OF-WAY
 - THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS
 - TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES OR
 - 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(EASEMENTS) 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:

- 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.

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

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 PLANNER

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

GRANTSVILLE CITY PLANNER

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 17-23-504, 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:

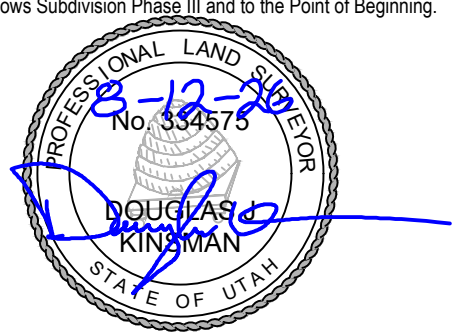
Beginning at a point South 89°02'00" East 528.00 feet and South 0°20'47" East 972.00 feet from the Block Corner found per Hathcock Survey, filed under Entry No. 2017-0002-01 in the Tooele County Recorder's Office, said point being South 89°41'08" West 1323.22 feet along the section line and North 0°02'45" West 1345.77 feet to and along the west line of Stansbury Shadows Subdivision filed under Entry No. 066534, Book 378, Page 356 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 turning:

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



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 be 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, L.C.
RICK A. PHELPS, MANAGING MEMBER

By: RDJ INVESTMENTS, L.C.
JANELLI R. PHELPS, MANAGING MEMBER

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
County of Tooele

J.S.S.

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.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
County of Tooele

J.S.S.

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.

NOTES

- NO DRIVEWAYS SHALL BE CONSTRUCTED SO AS TO SLOPE TOWARD ANY STRUCTURES WITHOUT WRITTEN PERMISSION FROM GRANTSVILLE CITY ENGINEER.
- LANDSCAPING WITHIN THE STORM DRAINAGE EASEMENTS TO BE MAINTAINED BY THE RESPECTIVE LOT OWNER(S).
- 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.
- 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.
- 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.
- THIS IS A RESIDENTIAL SUBDIVISION
- THIS SUBDIVISION IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SIGHTS, EQUIPMENT, FACILITIES, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE.

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

TOOELE COUNTY RECORDER

RECORDED # _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED AND FILED AT THE
REQUEST OF: _____

DATE: _____ TIME: _____
FEES: _____ TOOELE COUNTY RECORDER

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: 8/8/2026



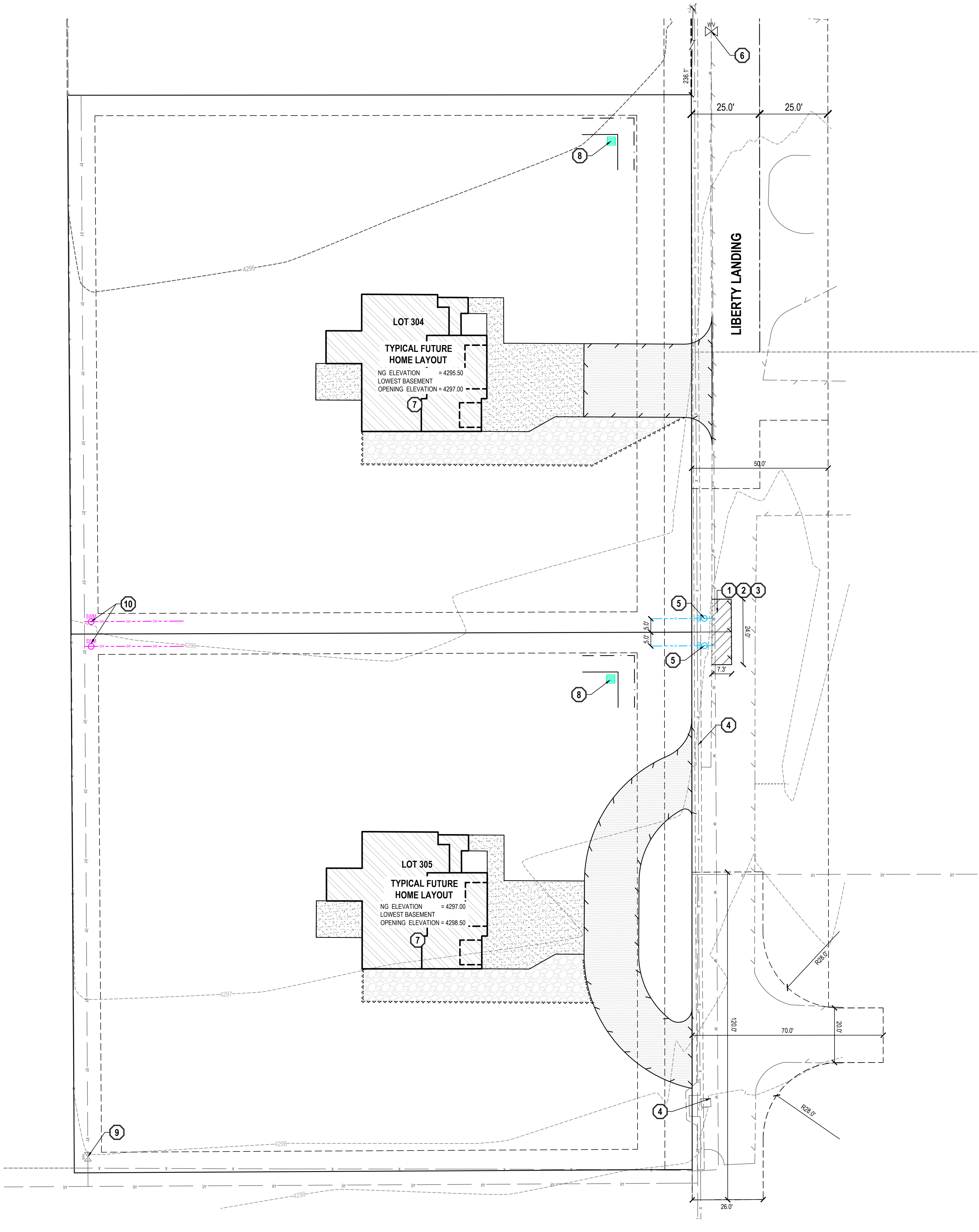
TOOELE
3950 North Tealby Way, Ste 200
Erda, Utah 84074
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SALT LAKE CITY
Phone: 801.291.0525
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CEBAR CITY
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RICHFIELD
Phone: 435.895.5883



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 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 21C-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.

EN SIGN
THE STANDARD IN ENGINEERING

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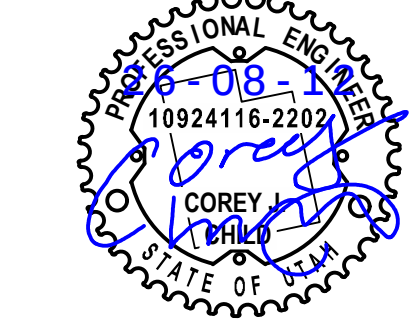
RICHFIELD
Phone: 435.896.2983

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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



SITE / UTILITY PLAN

PROJECT NUMBER
T1556E

PRINT DATE
2026-08-12

PROJECT MANAGER
C. CHILD

DESIGNED BY
C. CARPENTER

C-100



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

2B8G5B0276DE495...

Nicholas Critchlow

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





Shelby Moore <smoore@grantsvilleut.gov>

Liberty Landing Stansbury Shadows Minor Sub

8 messages

Shelby Moore <smoore@grantsvilleut.gov>
To: Shay Stark <shay.stark@aquaeng.com>

Wed, Apr 16, 2025 at 12:01 PM

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.



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>
To: Shelby Moore <smoore@grantsvilleut.gov>

Wed, Apr 16, 2025 at 2:54 PM

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 three 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>
To: Tysen Barker <tbarker@grantsvilleut.gov>

Thu, Apr 17, 2025 at 7:56 AM

Tysen,

Please review Shay's response and let me know your opinion.

[Quoted text hidden]

Tysen Barker <tbarker@grantsvilleut.gov>
To: Shelby Moore <smoore@grantsvilleut.gov>

Thu, Apr 17, 2025 at 2:02 PM

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>
To: Shay Stark <shay.stark@aquaeng.com>

Thu, Apr 17, 2025 at 3:23 PM

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@aquaeing.com>
To: Shelby Moore <smoore@grantsvilleut.gov>

Thu, Apr 17, 2025 at 4:04 PM

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@aquaeing.com www.aquaeing.com

533 W 2600 S Suite 275 Bountiful, UT 84010

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AGENDA ITEM #5

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.



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.

*** 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.

- 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 dwellings, 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 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 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 ordinances 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 Director 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
<u>RESIDENTIAL</u>	R-1-8	R-1-12	R-1-21	RM-7	RM-15

Single-Family Dwellings Detached	P	P	P	P	P
Single-Family Attached Dwellings	P	P	P	P	P
Two-Family Dwelling (Amended 5/97)	-	C	C	P	P
Twin Home Dwellings (Amended 5/97)	-	C	C	C	C
Multiple Family Dwellings	-	-	-	C	C
Congregate Care Facility	-	-	C	C	C
Nursing Care Facility	C	C	C	C	C
Group Home, Small	C	C	C	C	C
Group Home, Large	C	C	C	C C	
Transitional Treatment Home, Small	C	C	C	C	C
Mobile Home Parks	-	-	-	C	C
Mobile Home Subdivisions	C	C	C	C	C
Residential facilities for handicapped or elderly	P	P	P	P	P
HOME OCCUPATION	P	P	P	P	P
Micro Entrepreneurship				C	
Household pets, other than Sportsman Permit	P	P	P	P	P
<u>INSTITUTIONAL</u>	R-1-8	R-1-12	R-1-21	RM-7	RM-15
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
<u>POWER GENERATION</u>	R-1-8	R-1-12	R-1-21	RM-7	RM-15
<u>RECREATION, CULTURAL & ENTERTAINMENT</u>					
Private Recreational Grounds and Facilities not open to the public, in which no admission charge is made	C	C	C	C	C
Natural Open Space Areas	P	P	P	P	P
Community & Recreation Centers	C	C	C	C	C
Community Gardens	P	P	P	P	P
<u>MISCELLANEOUS</u>	R-1-8	R-1-12	R-1-21	RM-7	RM-15
Public/Private Utility Transmission Wires, Lines, Pipes and Poles	P	P	P	P	P
Public/Private Utility Buildings and Structures	C	C	C	C	C
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 #6

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.

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 compatibility. 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

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;

-
- 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.

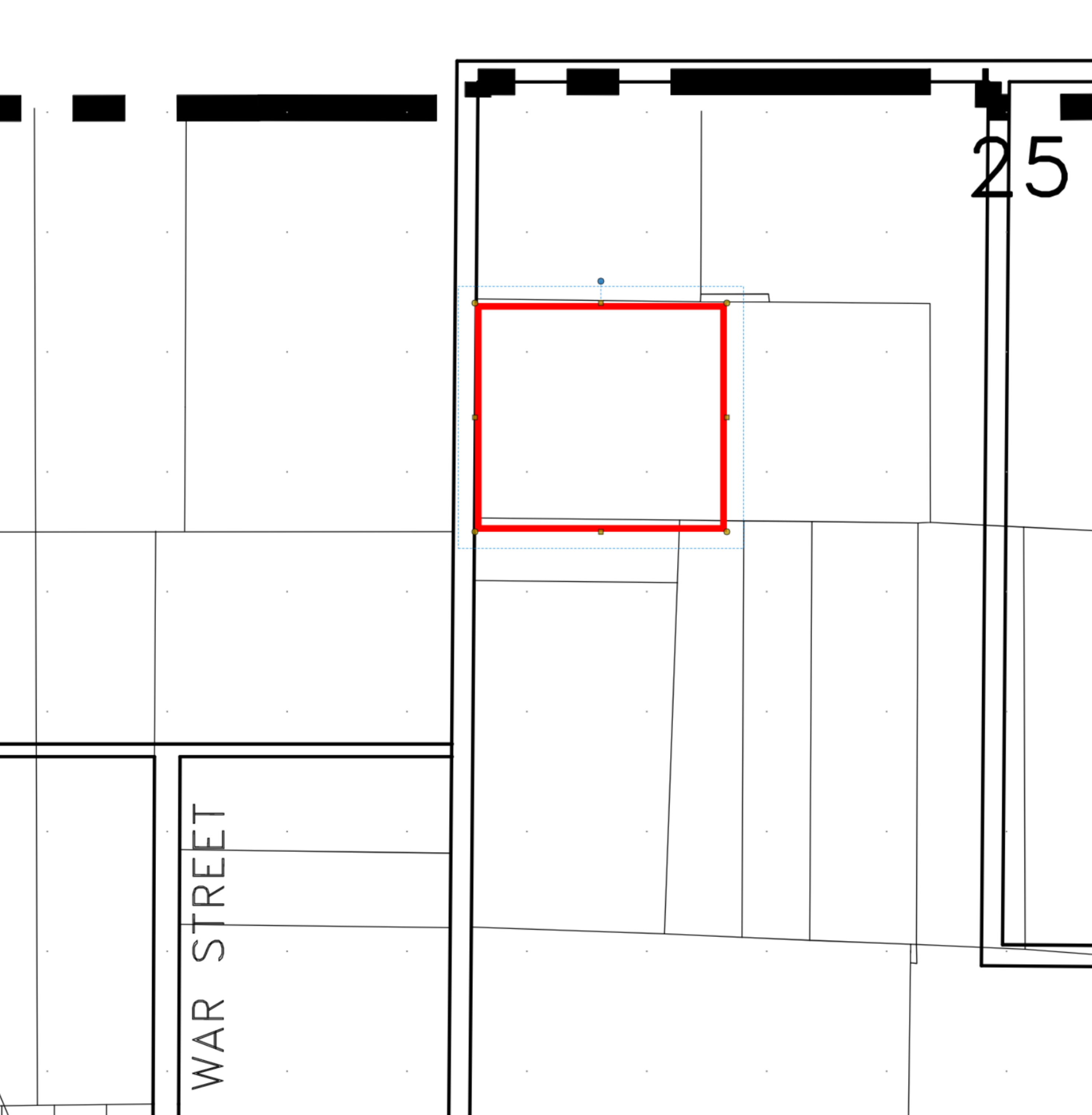
VEGAS ST

**PIONEER
ROSE ST**

HALE ST

WARR ST





25

WAR STREET

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
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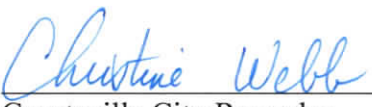
Absent:

Brett Coombs	City Attorney
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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:



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 or 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.

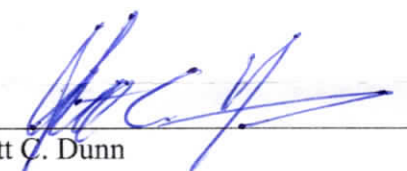
Christine Webb
Grantsville City Recorder

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

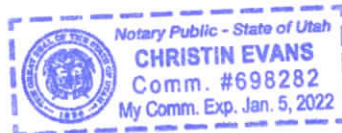
I, Scott C. Dunn, being first duly sworn, depose and say that I am the Publisher of the Tooele Transcript-Bulletin, a twice-weekly newspaper of general circulation published each Tuesday and Thursday at Tooele City, Tooele County, Utah; that the notice attached hereto and which is a part of the proof 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, 2020, and the last on the 21st day of January, 2020; 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, 2020.




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:


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.


MAYOR BRENT K. MARSHALL

ATTEST:


Christine Webb, City Recorder

(S E A L)

Date of Publication _____



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 Carl 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.

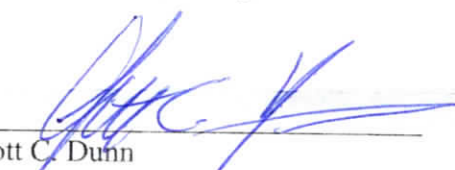
Christine Webb
Grantsville City Recorder

(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, 2020, and the last on the 13th day of October, 2020; 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, 2020.




Notary Public

TOOELE **TRANSCRIPT**
BULLETIN

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

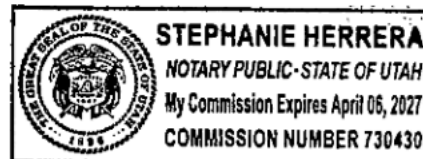
Robert L. Fackrell
ROBERT L. FACKRELL, TRUSTEE

Jolynn Fackrell
JOLYNN FACKRELL, TRUSTEE

STATE OF UTAH)
: ss.
COUNTY OF Tooele)

On the 7th day of July, 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



My Commission Expires: 4/6/2027

Residing at: 225 E main Street, Grantsville
UT 84029

AGENDA ITEM #7

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



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.

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.

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.

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]

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:

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: _____

EXHIBIT E

Phasing Plan

GRANTSVILLE CITY DRAFT

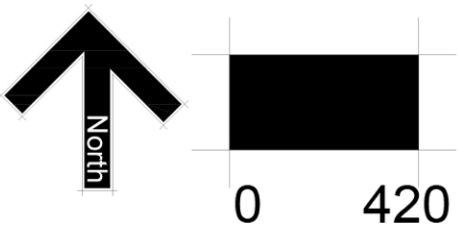
MDA Phasing Plan

The Highlands

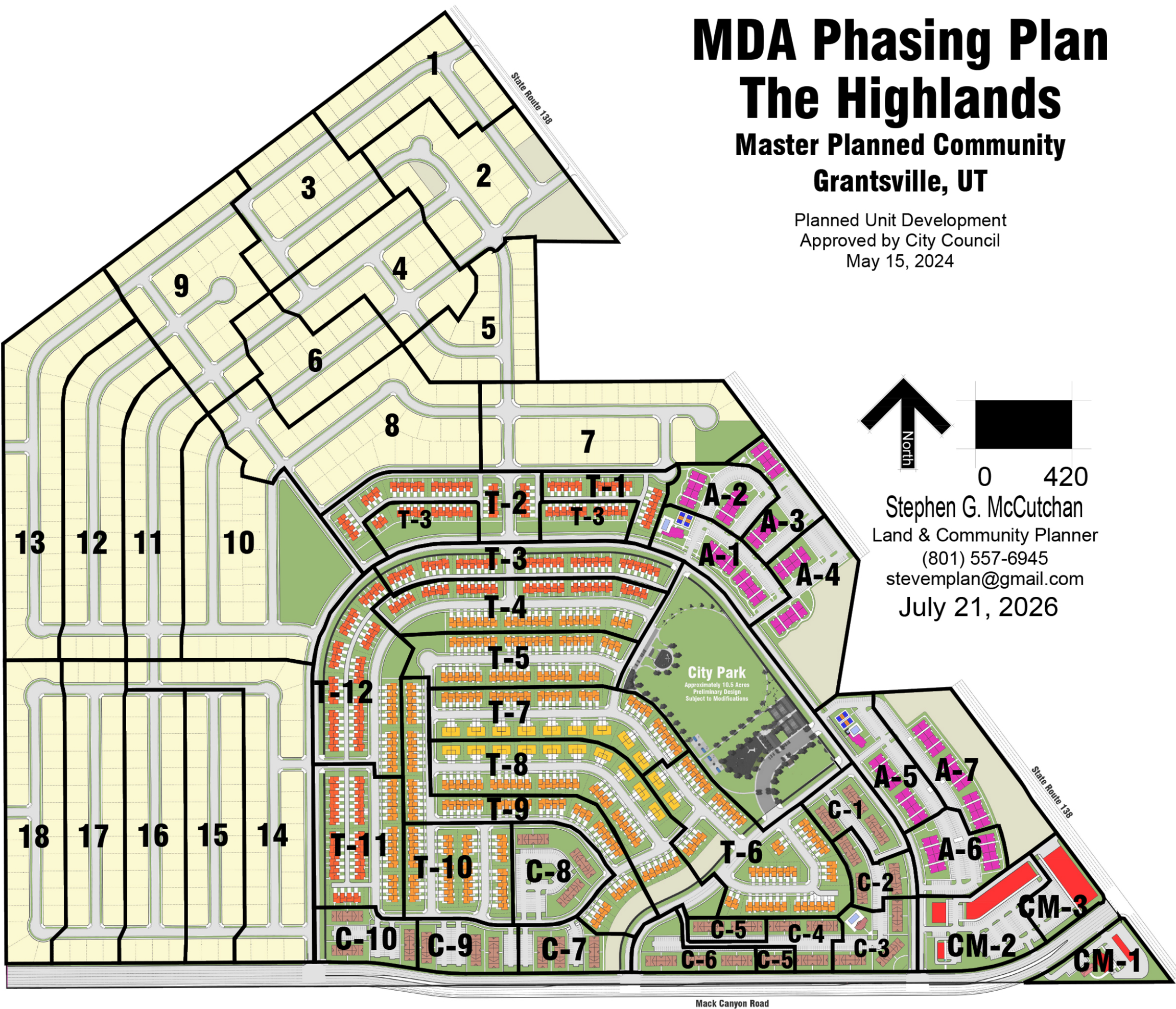
Master Planned Community

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	0.52	42
		Twin Homes/Front Garage		
T-6	7.90	Townhomes	0.79	52
		Twin Homes/Front Garage		
T-7	6.02	Townhomes	0.60	48
		Twin Homes/Front Garage		
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%	

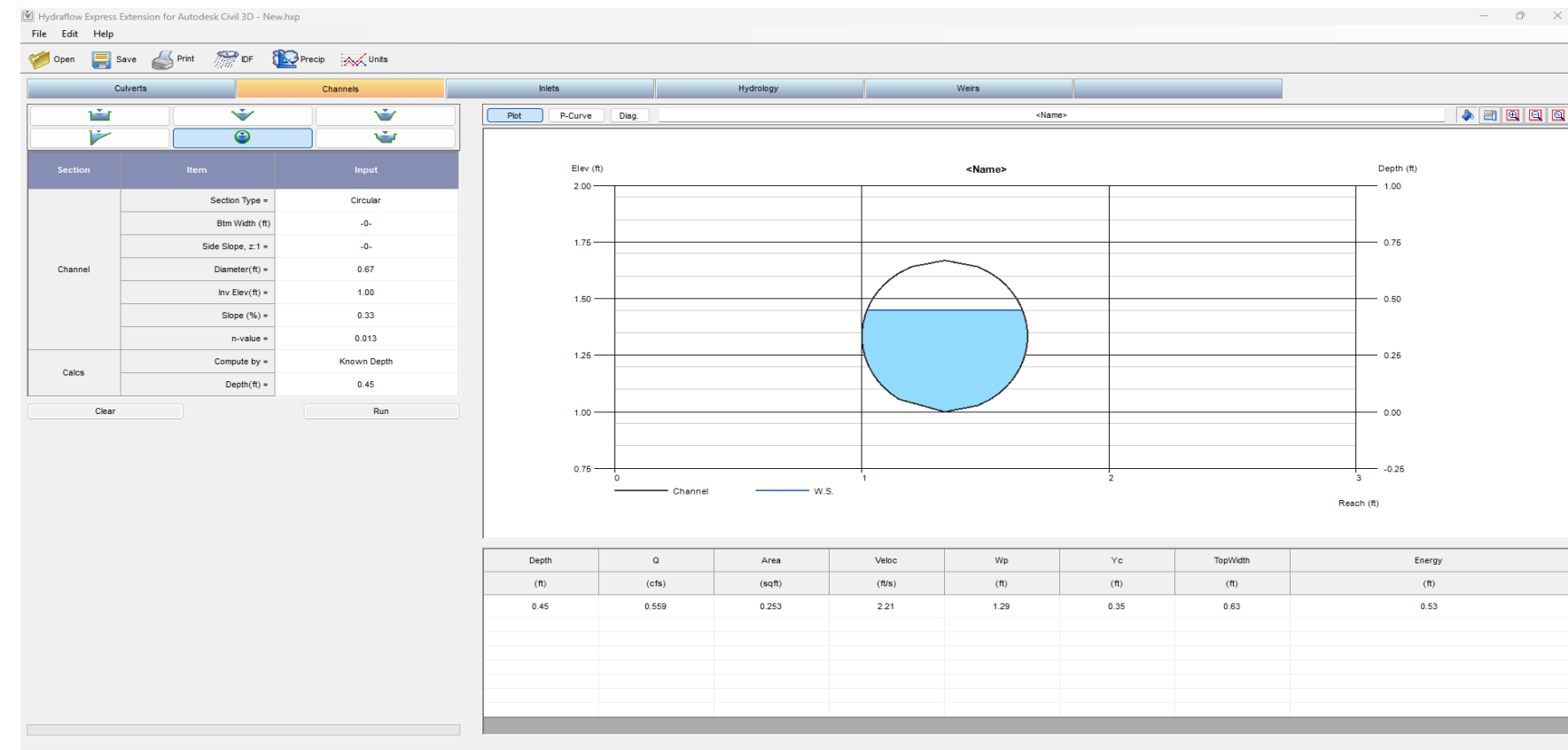
The
Highlands
Subdivision

Excess Capacity

0.45 feet
0.559 cfs
361,290 gpd

Excess Capacity

(d/D=0.67)



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

Grantsville City Recorder



**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:

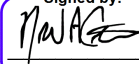
Section 1. Approval of Agreement: The Master Development Agreement for the Highlands Planned Unit Development, attached hereto as Exhibit A, is hereby approved.

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:

By Mayor Neil Critchlow



Attest:

Braydee Baugh

Braydee Baugh, City Recorder



EXHIBIT “A”

MASTER DEVELOPMENT AGREEMENT FOR THE HIGHLANDS PLANNED UNIT
DEVELOPMENT

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

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.

- 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.

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

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

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,

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.

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

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

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

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

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.

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

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 are 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

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.

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

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]

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

GRANTSVILLE CITY

By: Guy M. Haskell,
Its: Managing Member

By: _____,
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 _____, 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: _____

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: _____

TABLE OF EXHIBITS

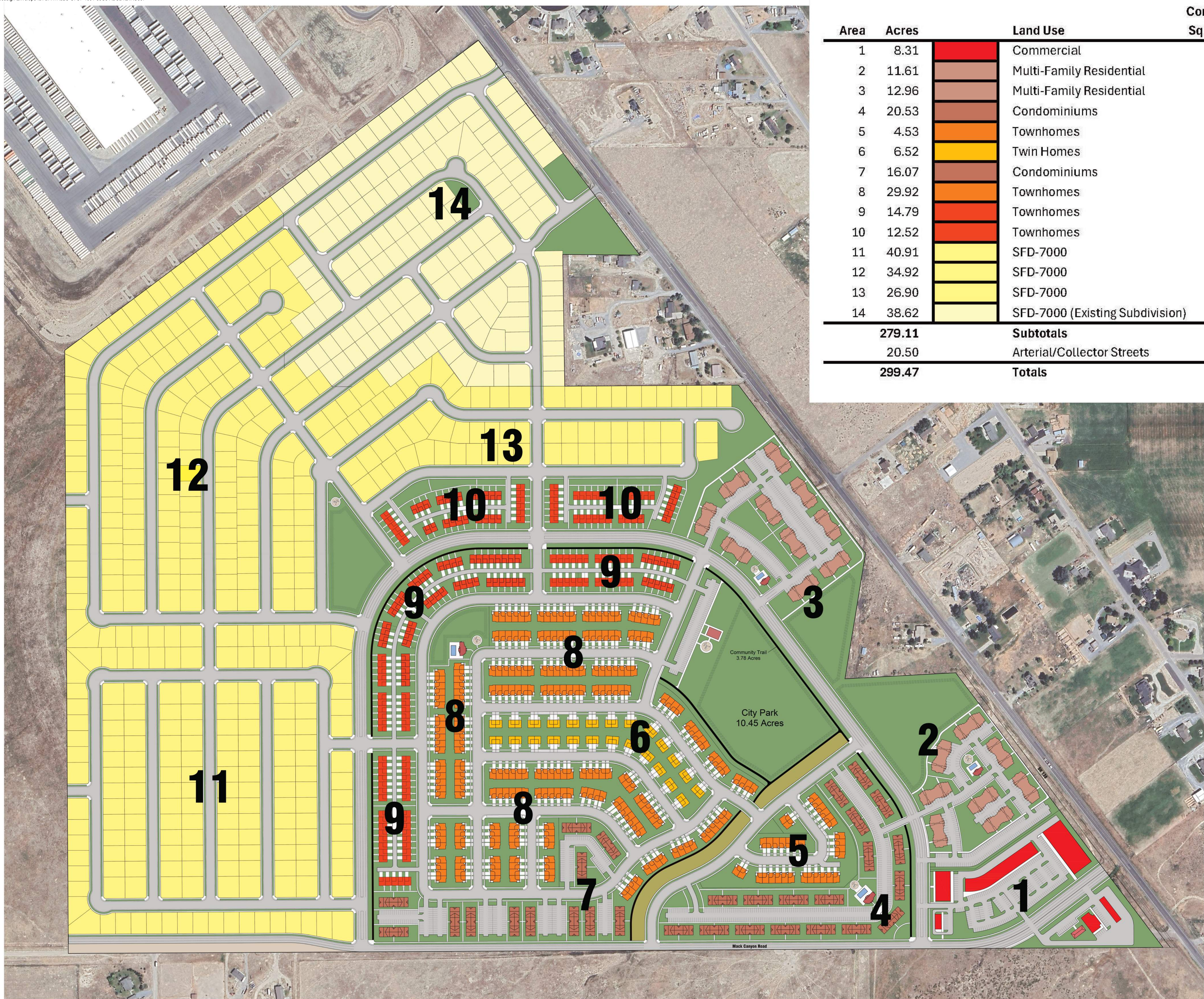
Exhibit “A”
Exhibit “B”
Exhibit “C”
Exhibit “D”
Addendum No. 1

The Highlands Master Plan
Legal Description of Property
Desert Edge PID Documents
Required Open Space Amenities
Specific Project Terms

DRAFT

Exhibit “A”
The Highlands Master Plan

DRAFT



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

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

Exhibit "C"
Desert Edge PID Documents

DRAFT



**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:



By Mayor Neil Critchlow

ATTEST

Braydee Baugh, City Recorder



EXHIBIT “A”

The Interlocal Agreement

**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

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.

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.

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.

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.

[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: _____

EXHIBIT A

DESCRIPTION OF THE WATER INFRASTRUCTURE

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.

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.

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
3AE30FC77C8B42D...
Gina Roberts
Deputy City Recorder

AGENDA ITEM #8

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 #9

Report from City staff.

AGENDA ITEM #10

Open Forum for Planning Commissioners

AGENDA ITEM #11

Report from City Council.

AGENDA ITEM #12

Adjourn.