GRANTSVILLE

CITY COUNCIL

October 21, 2026

City Council Meeting Information Packet

Agenda Item # 1

Public Comment

Agenda Item #2

Summary Action Items

a. Approval of Minutes from the October 5, 2026 City Council Regular Meeting

b. Approval of bills

Agenda Item #3

Consideration of Resolution 2026-78 appointing Russell Christensen as a member of the Grantsville City Planning Commission

GRANTSVILLE CITY
RESOLUTION NO. 2026-78

A RESOLUTION OF GRANTSVILLE CITY APPOINTING RUSSELL CHRISTENSEN AS A MEMBER OF THE PLANNING COMMISSION

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

WHEREAS, Grantsville City has established a Planning Commission in accordance with state and local laws to oversee land use matters and provide recommendations to the City Council; and

WHEREAS, the Planning Commission plays a vital role in guiding the growth and development of Grantsville City through careful consideration of zoning, land use applications, and planning policies; and

WHEREAS, there is a need to appoint qualified individuals to serve as a member of the Planning Commission; and

WHEREAS, Russell Christensen has been identified as a qualified candidate and is willing to serve in this capacity; and

WHEREAS, the term of appointment for Planning Commission members is three years;

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

Section 1. Appointment: Russell Christensen is hereby appointed to serve as a member of the Grantsville City Planning Commission.

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 21ST DAY OF OCTOBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Heidi Hammond

ATTEST

_____
Alicia Fairbourne, City Recorder

Agenda Item # 4

Consideration of Resolution 2026-79 appointing Ellona Oviatt as a member of the Grantsville City Planning Commission

GRANTSVILLE CITY
RESOLUTION NO. 2026-79

A RESOLUTION OF GRANTSVILLE CITY APPOINTING ELLONA OVIATT AS A MEMBER OF THE PLANNING COMMISSION

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

WHEREAS, Grantsville City has established a Planning Commission in accordance with state and local laws to oversee land use matters and provide recommendations to the City Council; and

WHEREAS, the Planning Commission plays a vital role in guiding the growth and development of Grantsville City through careful consideration of zoning, land use applications, and planning policies; and

WHEREAS, there is a need to appoint qualified individuals to serve as a member of the Planning Commission; and

WHEREAS, Ellona Oviatt has been identified as a qualified candidate and is willing to serve in this capacity; and

WHEREAS, the term of appointment for Planning Commission members is three years;

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

Section 1. Appointment: Ellona Oviatt is hereby appointed to serve as a member of the Grantsville City Planning Commission.

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 21ST DAY OF OCTOBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Heidi Hammond

ATTEST

_____
Alicia Fairbourne, City Recorder

Agenda Item # 5

Consideration of Resolution 2026-71 approving a 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:

_____
City Attorney

Attest:

_____
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 "upsize" 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

STATE OF COLORADO)
:ss.
COUNTY OF DOUGLAS)

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:

_____
City Attorney

Attest:

_____
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)

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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:
Braydee Baugh
9CB04E7D323F480...
Grantsville City Recorder

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

DocuSigned by:
31473306108F4DF...

ATTEST

DocuSigned by:
Braydee Baugh
9CB64E7D323F486...

Braydee Baugh, City Recorder

Approved as to Form:

Signed by:
Tysen Barker
F6489758F096404...

Tysen J. Barker, Grantsville City Attorney

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

Exhibit “A”

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

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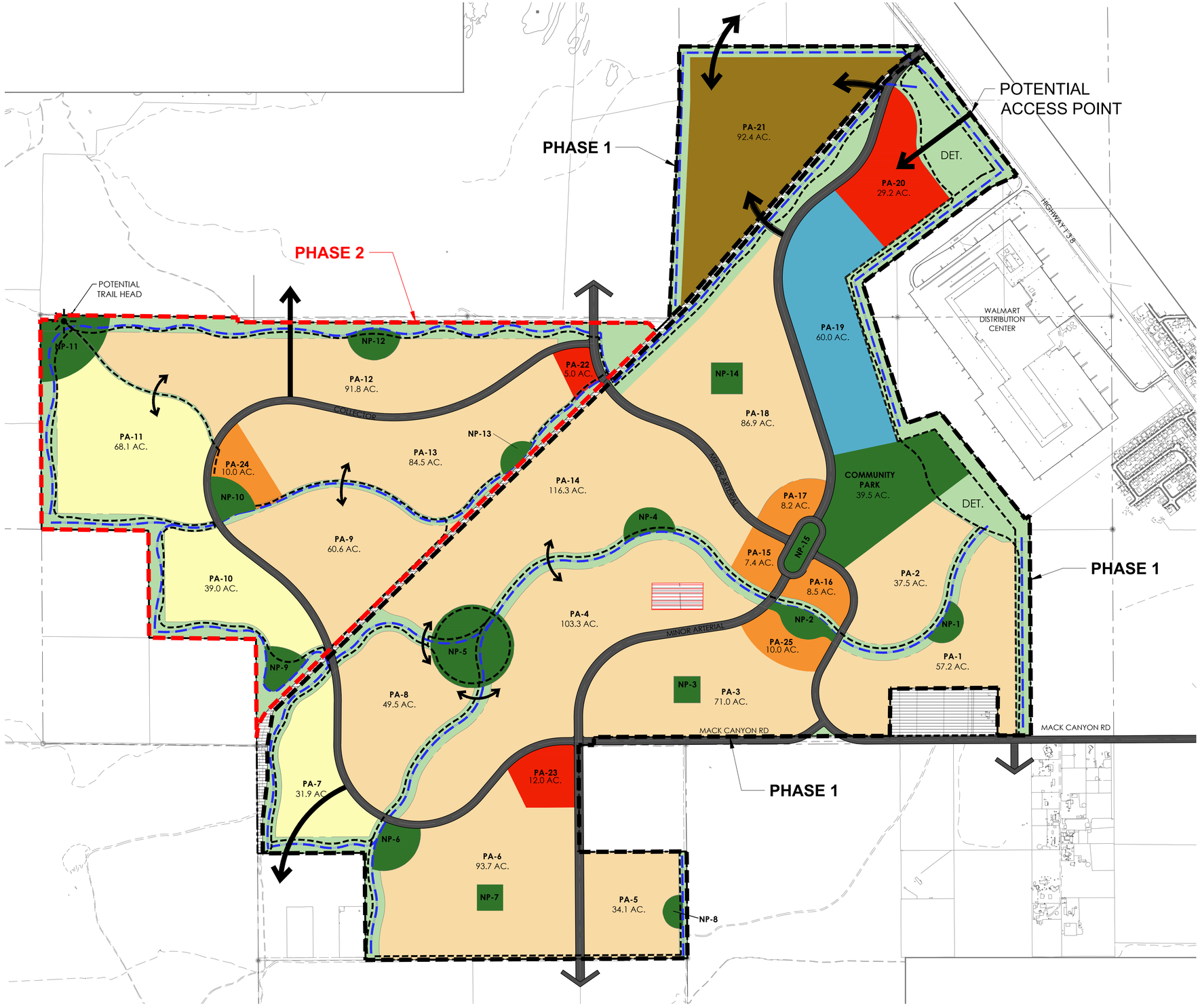

LAND USE SUMMARY PHASE 1			
LAND USE CATEGORY	**AREA (ACRES)**	**PERCENTAGE OF AREA (ACRES)**	**RESIDENTIAL UNITS**
COMMERCIAL GENERAL	41.2	3%	
COMMERCIAL NEIGHBORHOOD	34.1	3%	
COMMERCIAL FLEX	92.4	7%	462
SUBTOTAL	167.7	14%	462
RESIDENTIAL	31.9	3%	128
RESIDENTIAL FLEX	709.5	57%	4541
SUBTOTAL	741.4	60%	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\CAD\PLANNING\DWG DESERET - LAND USE PLAN.DWG LAYOUT1:24X36 EXHIBIT LAND

PHASES 1&2 LAND USE PLAN

DESERET

GRANTSVILLE, UT

March 13, 2025

terracina design
URBAN PLANNING | CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE

Scale: 1"= 600'-0"
0 300 600 1200

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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%)

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   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

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

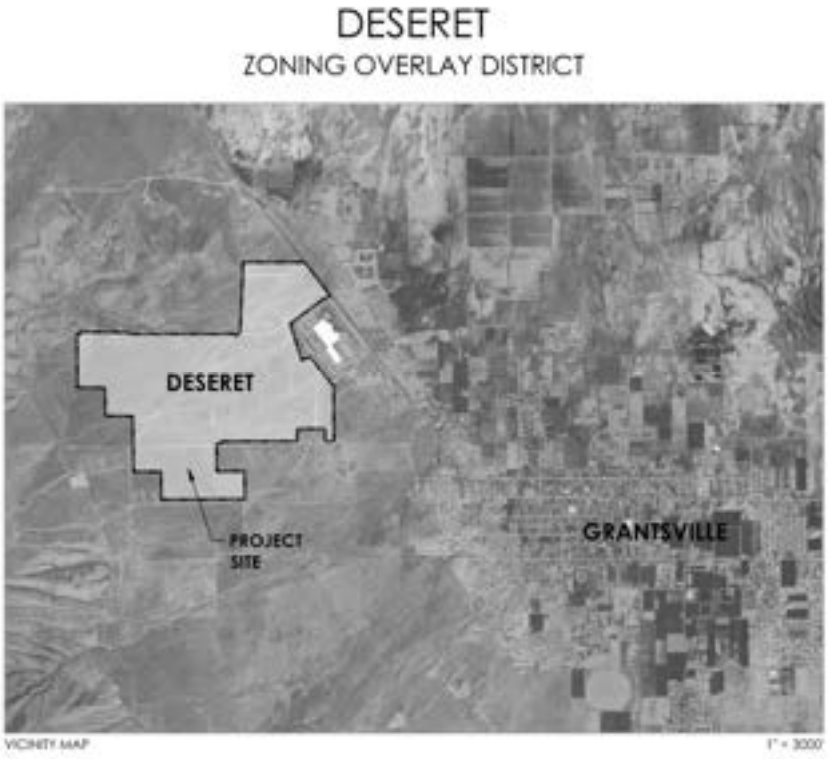
The purpose of this memo is to provide some background on the property, and what an overlay district is. AQUA Engineering has also reviewed the documents and will provide a few comments on how the proposed overlay and Master Plan fit within the General Plan, the General Plan Future Land Use Map, Grantsville 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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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 sems 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

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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.

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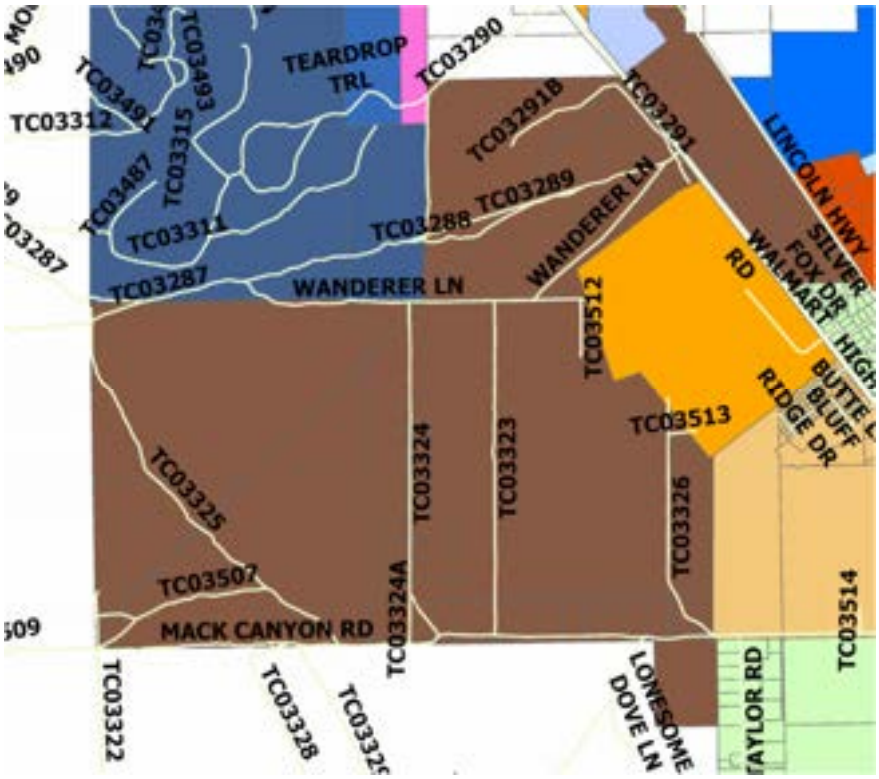
Review Comments:

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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 form 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	

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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	5 foot front or as approved by utility providers	
	7.5 foot side and rear	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

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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 pla 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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

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

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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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

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

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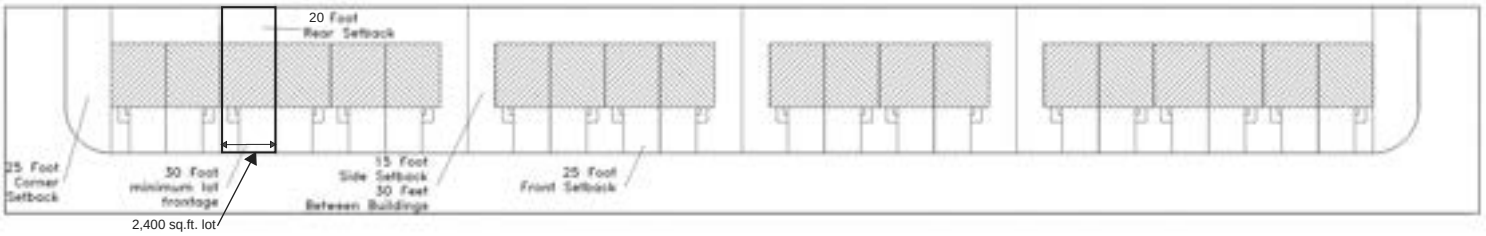
GLUDMC 4.34 townhomes 2,400 sq.ft. lots includes 30 foot width, 25 foot front set back, 20 foot rear setback, and dwelling footprint. (GLUDMC 4.34-2 a,c&d)
$35' \times 50'$ = 1,050 sq.ft. townhomes
91,078 sq.ft. 2.0909 acres Equivalent 9.57 units per acre (this layout, The calculation does not include 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 & Grantsville Standard Residential Street Cross Section)



GLUDMC 19a.3 Mixed Use District Single Family Lots 4,000 sq.ft. Min. 50 foot frontage width.
86,936.9116 sq.ft. 1.9958 acres Equivalent approx7.0 units per acre (this layout, The calculation does not include required: 10% open space or storm water basin)
33 foot half width residential street (30,956.9116 sq.ft. 0.7102 acres) 703.35 foot long block (GLUDMC 21.6.3-3 & Grantsville 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 (31,574.778 sq.ft. 0.7249 acres) 682.68 foot long block (GLUDMC 21.6.3-3 & Grantsville Standard Residential Street Cross Section)

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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	

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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	200 lots per filing	
	subsequent filiings 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	
	7.5 foot side and rear	5 foot side, only if needed for utility connections	

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

DESERET
ZONING OVERLAY DISTRICT

AUTHORITY

THIS ZONING OVERLAY DISTRICT IS AUTHORIZED BY SECTION 3.16 OF THE LAND USE DEVELOPMENT AND MANAGEMENT CODE OF THE CITY OF GRANTSVILLE PURSUANT TO THE UTAH CODE TITLE 10-9A-501 AND SUCH OTHER AUTHORITIES AND PROVISIONS OF THE UTAH CODE ANNOTATED AND LAW THAT ARE RELEVANT AND APPROPRIATE.

LEGAL DESCRIPTION

THE BASIS OF BEARING FOR THIS SURVEY IS THE LINE BETWEEN THE FOUND MONUMENT AT THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, WHICH BEARS NORTH 89°04'40" EAST 2514.34 FEET.

PARCEL 1:

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. (TAX PARCEL NO. 05-081-0-0010)

PARCEL 2:

THE NORTH HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN. (TAX PARCEL NO. 01-120-0-0010) EXCEPTING THEREFROM THE EAST 877.5 FEET.

PARCEL 3:

THE SOUTH HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN. (TAX PARCEL NO. 01-120-0-0006) EXCEPTING THEREFROM THE EAST 877.5 FEET.

PARCEL 4:

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. (TAX PARCEL NO. 05-082-0-0037)

PARCEL 5:

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 (TAX PARCEL NO. 05-082-0-0027)

PARCEL 6:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN (TAX PARCEL NO. 05-082-0-0033)

PARCEL 7:

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 335.9 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. (TAX PARCEL NO. 01-120-0-0009)

LESS AND EXCEPTING ANY PORTIONS 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

PARCEL 8:

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 2522.7 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 TO VALLEY RANCHES SUBDIVISION BOUNDARY LINE OF SAID SUBDIVISION, THENCE SOUTH 89°10'00" WEST 3990.00 FEET, THENCE NORTH 1310.4 FEET, THENCE SOUTH 89°10'10"00 WEST 354.38 FEET MORE OR LESS TO WEST LINE OF SECTION 27, THENCE NORTH 02°13'09" WEST 3320.41 FEET TO THE POINT OF BEGINNING. (TAX PARCEL NO. 01-063-0006)

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

PARCEL 9:

THE WEST ½ OF THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 (LESS 5.12 AC TO GRANTSVILLE CITY) NORTHEAST 1/4 OF THE SOUTHWEST ¼ , SOUTH ½ OF THE NORTHWEST ¼ 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 FEET, THENCE EAST TO THE WEST BOUNDARY LINE OF HIGHWAY 138, THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY LINE OF HIGHWAY TO A POINT DIRECTLY EAST OF THE POINT OF BEGINNING, THENCE WEST TO THE POINT OF BEGINNING. (TAX PARCEL NO. 01-115-0-0025)

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

PARCEL 10:

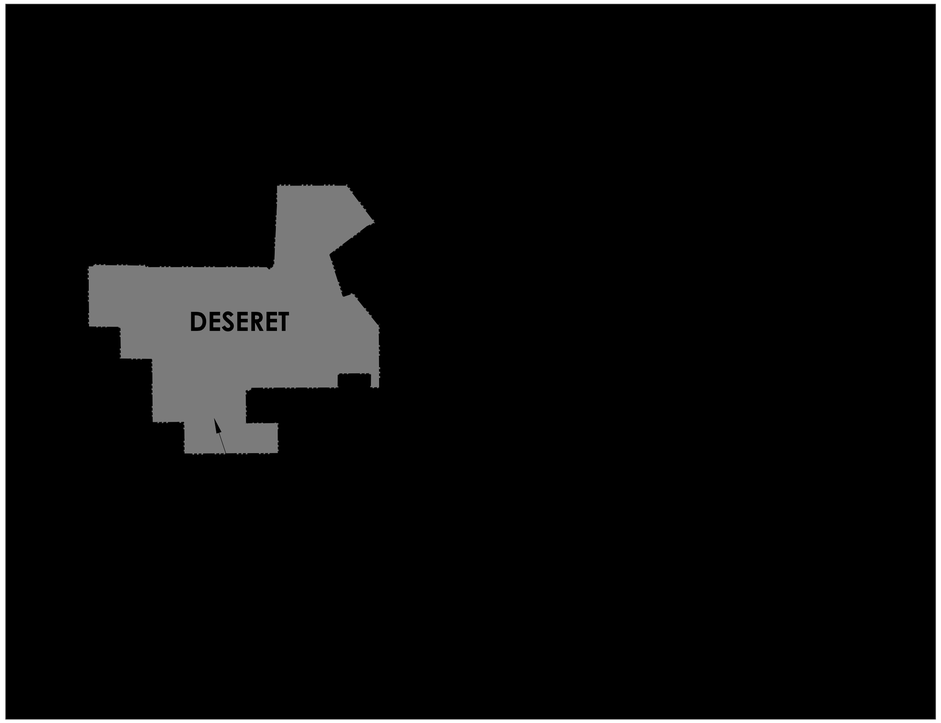
BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN, RUNNING THENCE EAST 1320 FEET; THENCE SOUTH 1320 FEET; THENCE EAST 297 FEET; THENCE SOUTH 2203.27 FEET, THENCE SOUTH 65°32'07" WEST 484.95 FEET, THENCE SOUTH 53°07'50" WEST 1421.52 FEET, THENCE 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. (TAX PARCEL NO. 01-115-0-0021)
LESS AND EXCEPTING ANY PORTIONS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED DECEMBER 10, 2020 AS ENTRY NO. 529338

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.

PARCEL 11:

LOTS 1, 6 THROUGH 25, 126 THROUGH 128 VALLEY RANCHES SUBDIVISION. (TAX PARCEL NO. 10-036-0-0001, 10-036-0-0006 THROUGH 10-036-0-0010, 10-037-0-0011 THROUGH 10-037-0-0023; 10-039-0-0024,10-039-0-0025)



VICINITY MAP 1" = 3000'

CITY CERTIFICATION

THIS ZONING OVERLAY DISTRICT REQUEST HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE WITH THE LAND USE DEVELOPMENT AND MANAGEMENT CODE OF THE CITY OF GRANTSVILLE.

_____ _____ _____
MAYOR, CITY OF GRANTSVILLE DATE

_____ _____ _____
CITY CLERK (ATTEST) DATE

CLERK AND RECORDER CERTIFICATION

STATE OF UTAH)
) SS.
COUNTY OF TOOELE)

I HEREBY CERTIFY THAT THIS PLAN WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____ , 20____ A.D. AT _____ O'CLOCK AM/PM AND WAS RECORDED PER RECEPTION

NO. _____ .

_____
TOOELE COUNTY CLERK AND RECORDER

DEVELOPMENT PHASING

PHASING WILL OCCUR IN A LOGICAL AND COST EFFECTIVE MANNER BASED ON INFRASTRUCTURE EXTENSION, AVAILABILITY OF UTILITY SERVICE, AND MARKET CONDITIONS. THE PROJECT WILL BE BUILT IN MULTIPLE PHASES, AS CONDITIONS DICTATE. THE FINAL PLATTING OF SUBDIVISIONS MAY INCLUDE UP TO 200 LOTS IN EACH PHASE. A MAXIMUM OF THREE PLATS OR 600 LOTS MAY BE IN REVIEW AT ANY ONE TIME.

RELATIONSHIP TO CITY REGULATIONS

THE PROVISIONS OF THIS ZONING OVERLAY DISTRICT SHALL PREVAIL AND GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE CITY OF GRANTSVILLE MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND GUIDELINES OF THE ZONING OVERLAY DISTRICT DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT OR ARE SILENT, THE CITY OF GRANTSVILLE MUNICIPAL CODE AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO CITY OF GRANTSVILLE REVIEW PROCEDURES.

OWNERSHIP CERTIFICATION

FIDELITY NATIONAL TITLE COMPANY, A QUALIFIED TITLE COMPANY, DULY LICENSED BY THE STATE OF UTAH, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LANDS DEPICTED AND DESCRIBED HEREON AND THAT TITLE TO SUCH LAND IS OWNED IN FEE SIMPLE BY VT GRANTSVILLE LAND CO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

FIDELITY NATIONAL TITLE COMPANY

BY: _____ DATE: _____

STATE OF UTAH)
) SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ , 20_____

BY _____ , AS _____ OF FIDELITY NATIONAL TITLE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

OWNER SIGNATURE

VT GRANTSVILLE LAND CO, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS MANAGER

BY: _____

NAME: _____ ,
TITLE: MANAGER

STATE OF _____
) SS.
COUNTY OF _____

_____ THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____ , 20_____

BY _____ , AS MANAGER OF VT GRANTSVILLE HOLD CO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

OWNER/APPLICANT

VT GRANTSVILLE LAND CO, LLC
8678 CONCORD CENTER DR. SUITE 200
ENGLEWOOD, COLORADO 80112
CONTACT: TOM CLARK, VENTANA CAPITAL
PHONE: 303-346-7006
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SHEET INDEX

1	COVER
2	EXISTING CONDITIONS
3	ZONING PLAN
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13	CIRCULATION PLAN
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16-17	DESIGN STANDARDS

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PROJECT NAME

DESERET
GRANTSVILLE, UTAH

ZONING OVERLAY DISTRICT

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

SHEET TITLE

COVER

SHEET NUMBER

1

SHEET 1 OF 17

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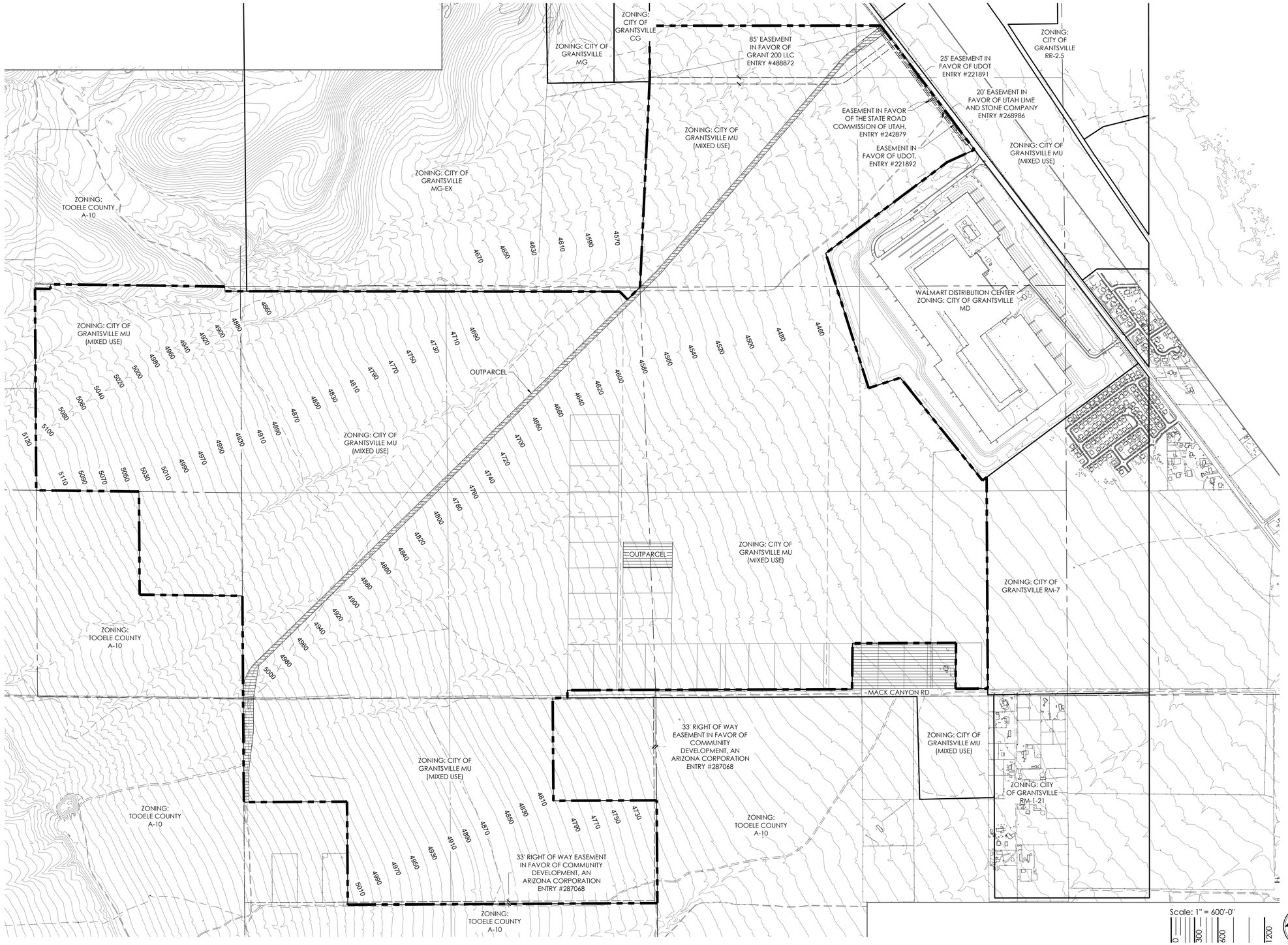
ZONING OVERLAY DISTRICT



LEGEND

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

Scale: 1" = 600'-0"

0 300 600 1200

N

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EXISTING CONDITIONS

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2

SHEET 2 OF 17

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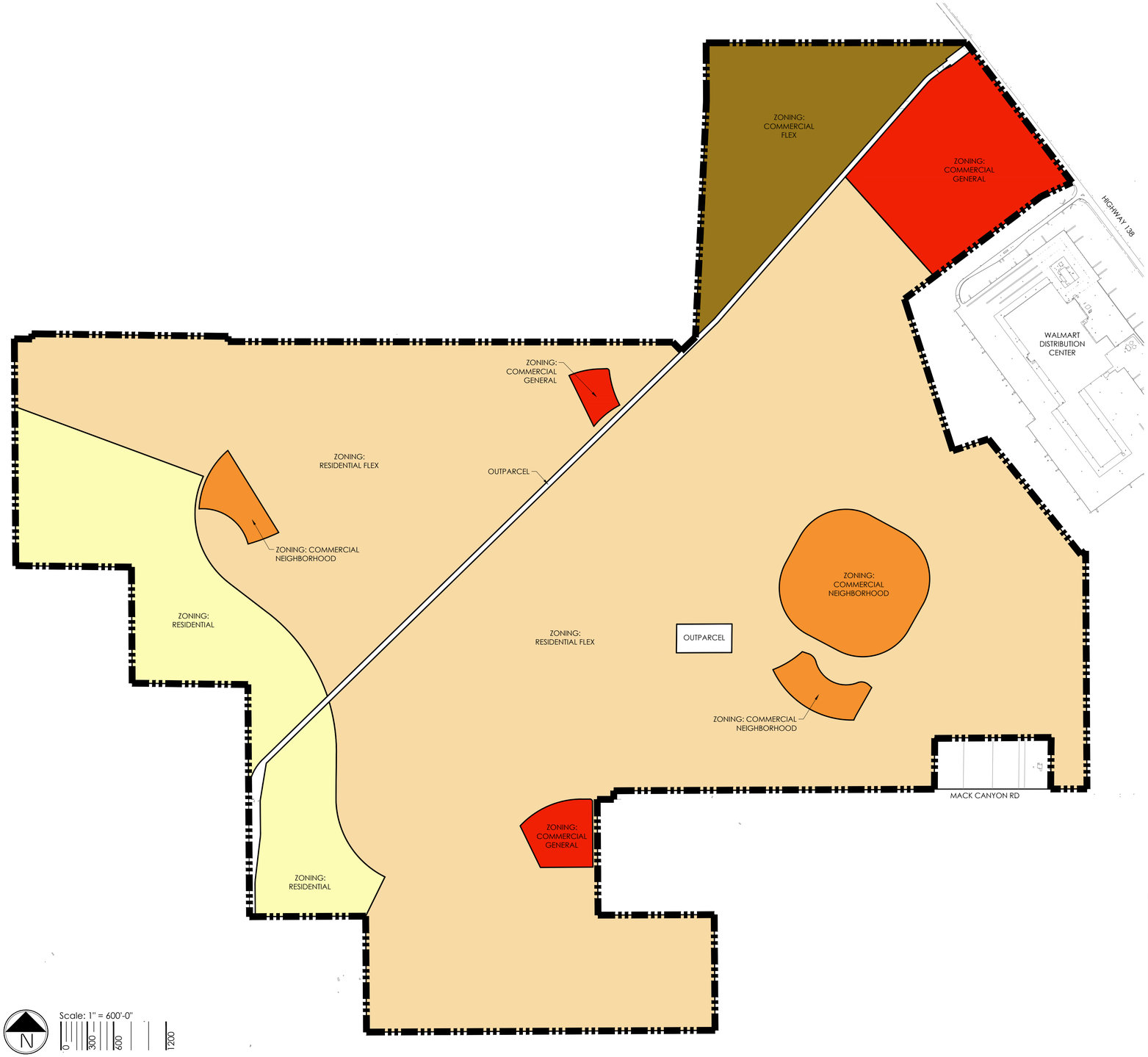

LEGEND

- 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%**

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SHEET TITLE

ZONING PLAN

SHEET NUMBER

3

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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:

1. 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.
2. **NO MORE THAN 30 ACRES MAY BE RESIDENTIAL IN PA-21 (COMMERCIAL FLEX).**

LEGEND

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

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%
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%

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LAND USE PLAN

SHEET NUMBER

4

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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

1. 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, PENINED, 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.
2. 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.
3. 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.
4. 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

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RICK

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SHEET TITLE

LAND USE MATRIX

SHEET NUMBER

5

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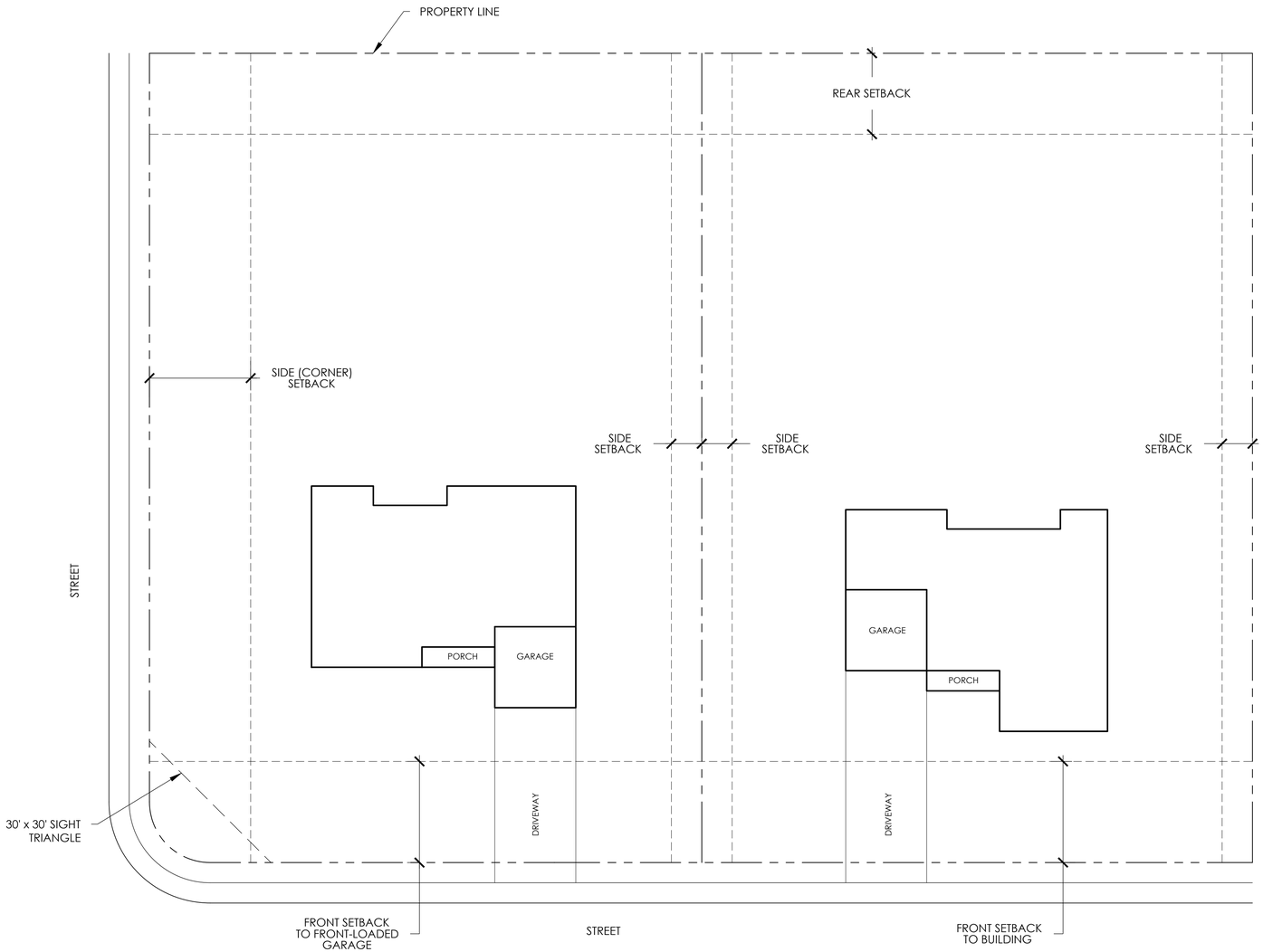


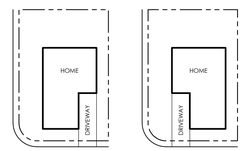
FRONT-LOADED SINGLE FAMILY DETACHED ESTATE DWELLING TYPICAL

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:
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 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.
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.



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

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DEVELOPMENT STANDARDS
SINGLE FAMILY DETACHED ESTATE DWELLINGS

SHEET NUMBER

6

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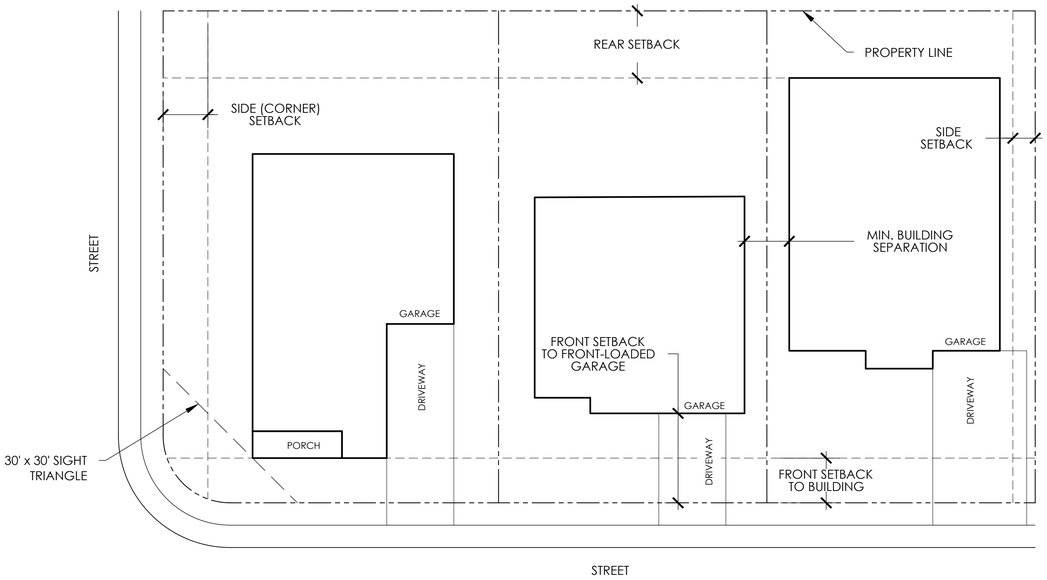
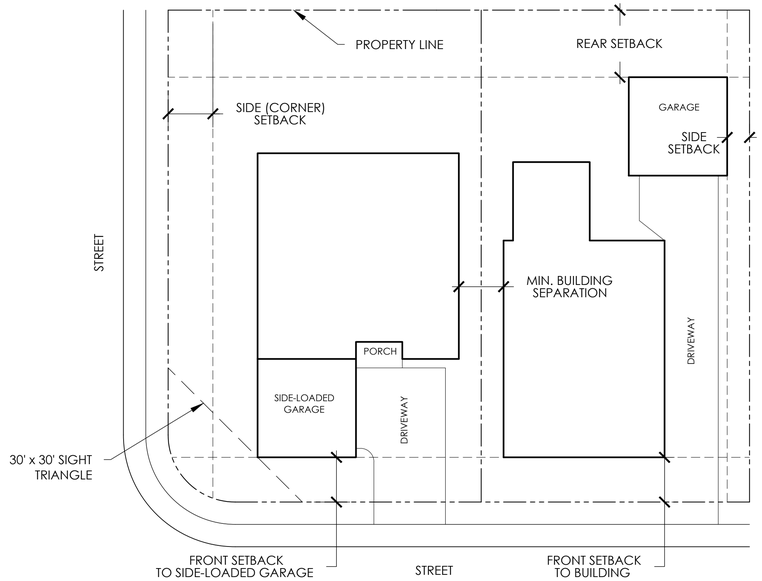
DESERET
ZONING OVERLAY DISTRICT



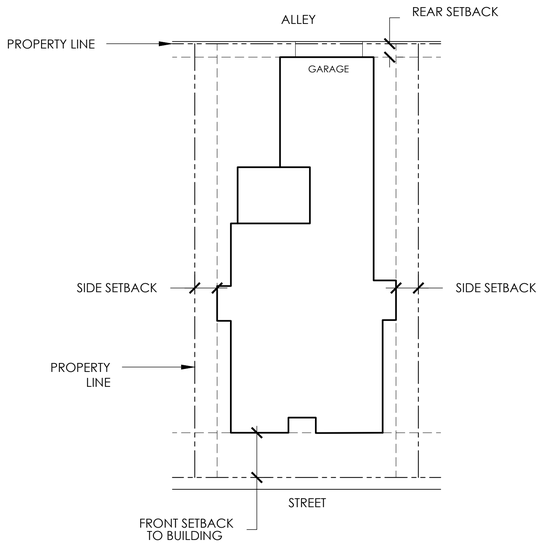
A. FRONT-LOADED SINGLE FAMILY DETACHED DWELLING TYPICAL



A. SIDE AND DETACHED GARAGE SINGLE FAMILY DETACHED DWELLING TYPICAL

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'
SIDE (CORNER) SETBACK (3)	10'
ACCESSORY USE	
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 ENCROACH ON SIGHT TRIANGLE.
4. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.



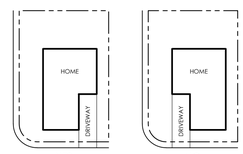
B. ALLEY-LOADED SINGLE FAMILY DETACHED DWELLING TYPICAL

DEVELOPMENT STANDARDS TABLE B	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY DETACHED DWELLING (ALLEY-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	2,400
MINIMUM LOT FRONTAGE / WIDTH	30'
MINIMUM BUILDING WIDTH	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.
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.



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

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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

DEVELOPMENT STANDARDS
SINGLE FAMILY DETACHED DWELLINGS

SHEET NUMBER

7

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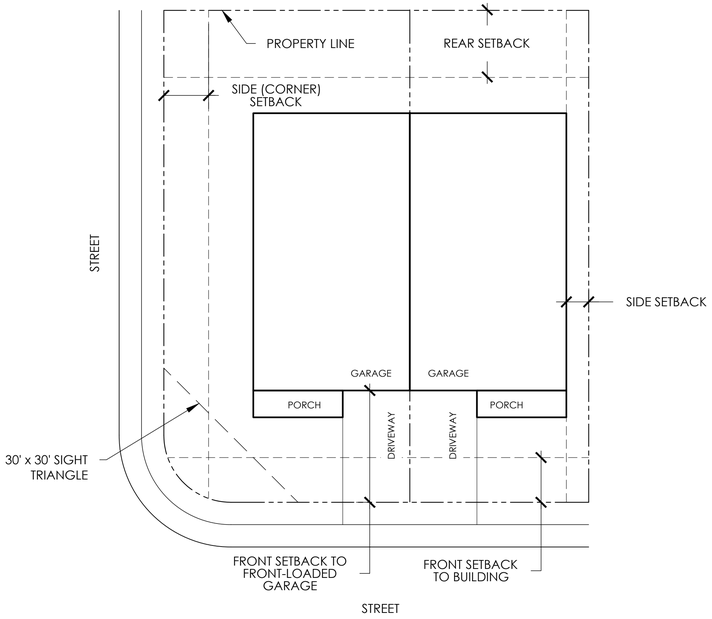
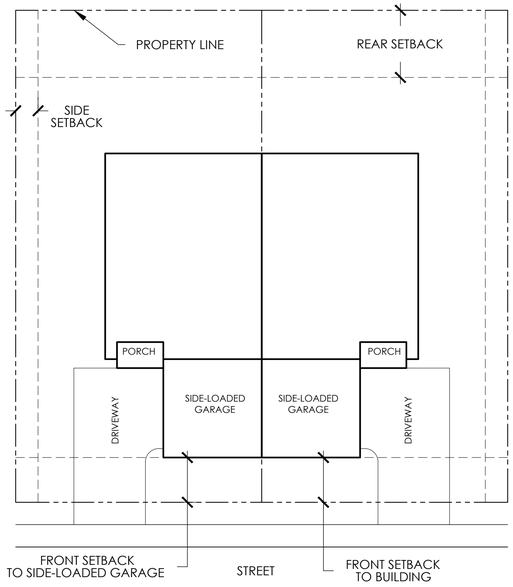
DESERET
ZONING OVERLAY DISTRICT



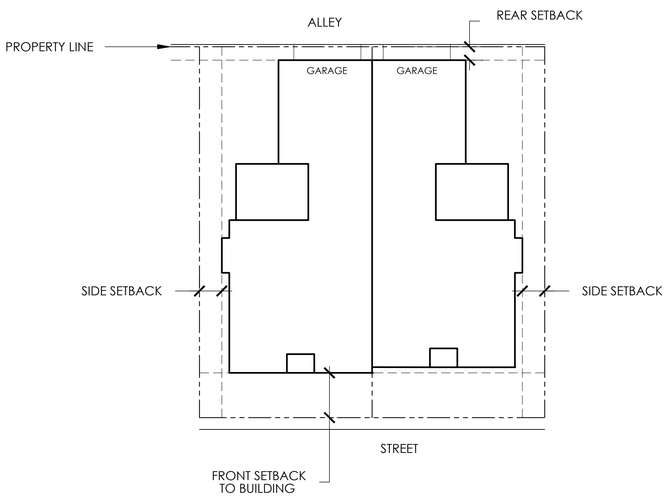
A. TWIN HOME / TWO FAMILY DWELLING (FRONT-LOADED)



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



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

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:
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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.
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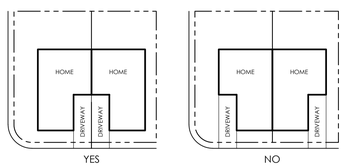

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SHEET TITLE

DEVELOPMENT STANDARDS
TWIN HOME / TWO FAMILY DWELLINGS

SHEET NUMBER

8

SHEET 8 OF 17

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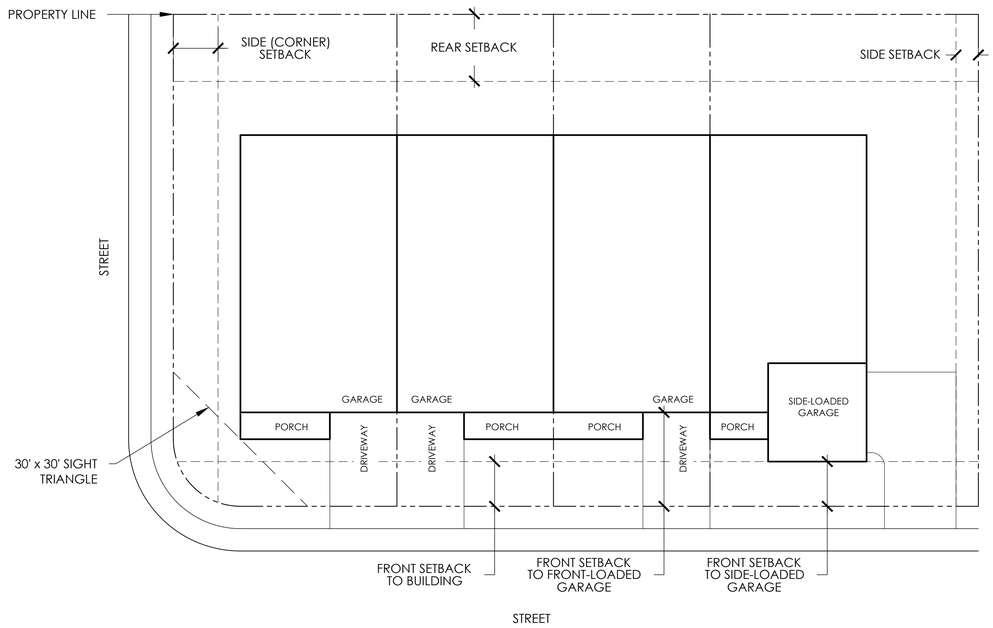
DESERET
ZONING OVERLAY DISTRICT



A. SINGLE FAMILY ATTACHED DWELLING (FRONT-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:
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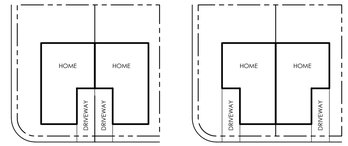

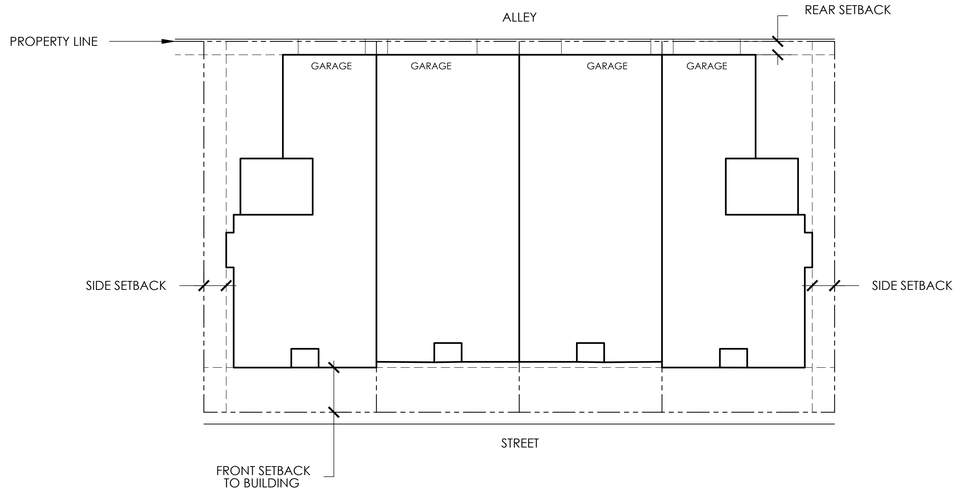

B. SINGLE FAMILY ATTACHED DWELLING (ALLEY-LOADED)

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:
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SINGLE FAMILY ATTACHED DWELLINGS

SHEET NUMBER

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SHEET 9 OF 17

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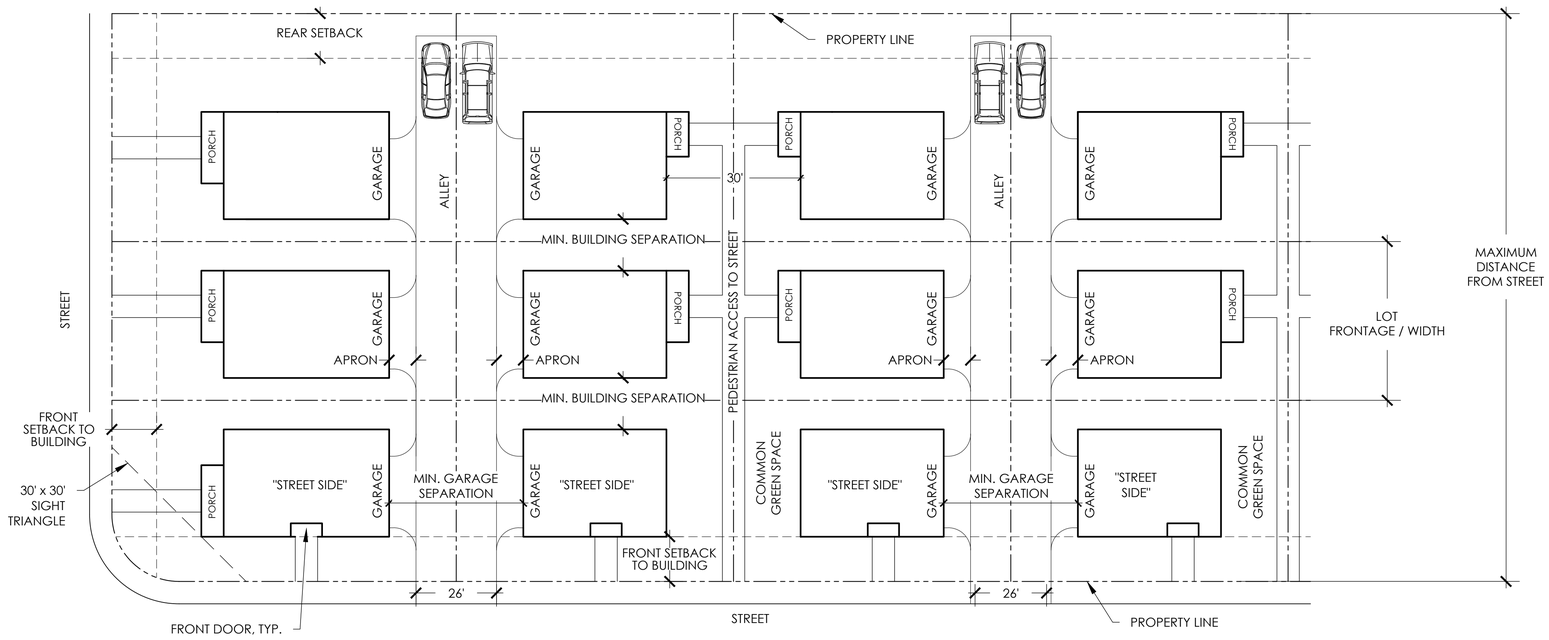

DEVELOPMENT STANDARDS MATRIX	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
GREEN COURT HOME	
STANDARDS	
MINIMUM LOT SIZE	2,000
MINIMUM LOT FRONTAGE / WIDTH	30'
MINIMUM BUILDING WIDTH	20'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
MIN. BUILDING SEPARATION (1)	10'
MIN. GARAGE SEPARATION	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.).
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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

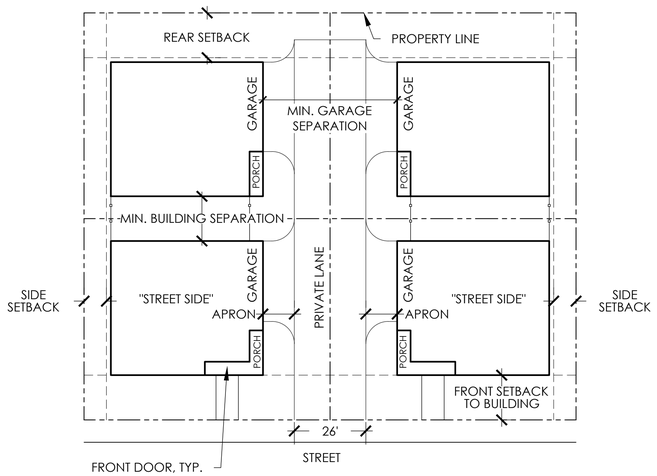
A CONFIGURATION OF REAR-LOADED SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS WHERE THE FRONT DOOR FACES ONTO A COMMON GREEN SPACE.

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.



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:
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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.
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.

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

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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

DEVELOPMENT STANDARDS
GREEN COURT / COTTAGE HOMES

SHEET NUMBER

10

SHEET 10 OF 17

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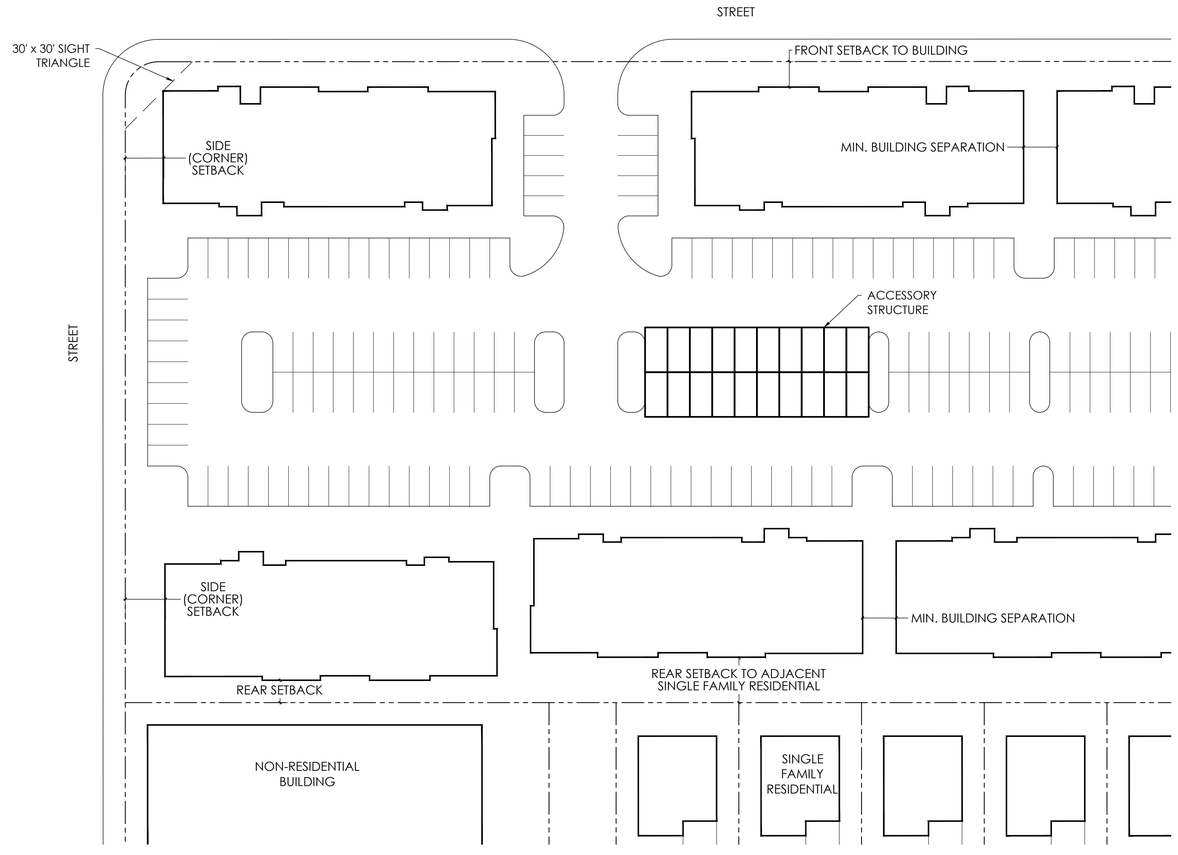
DESERET
ZONING OVERLAY DISTRICT



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.

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SHEET TITLE

DEVELOPMENT STANDARDS
MULTI-FAMILY

SHEET NUMBER

11

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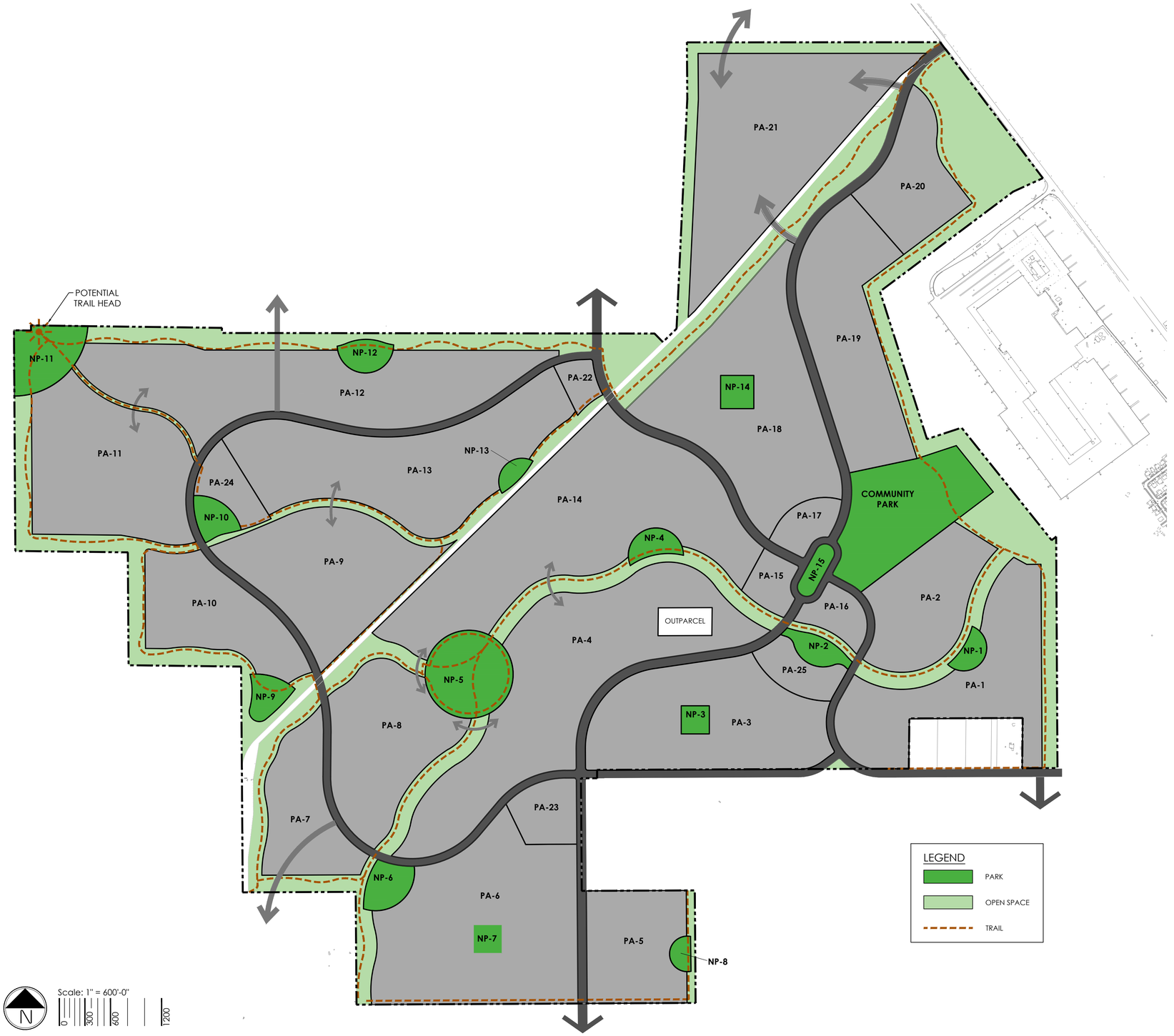
ZONING OVERLAY DISTRICT



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
   - BOCCE 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.

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SUBMITTAL DATE:
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SHEET TITLE

OPEN SPACE & TRAILS PLAN

SHEET NUMBER

12

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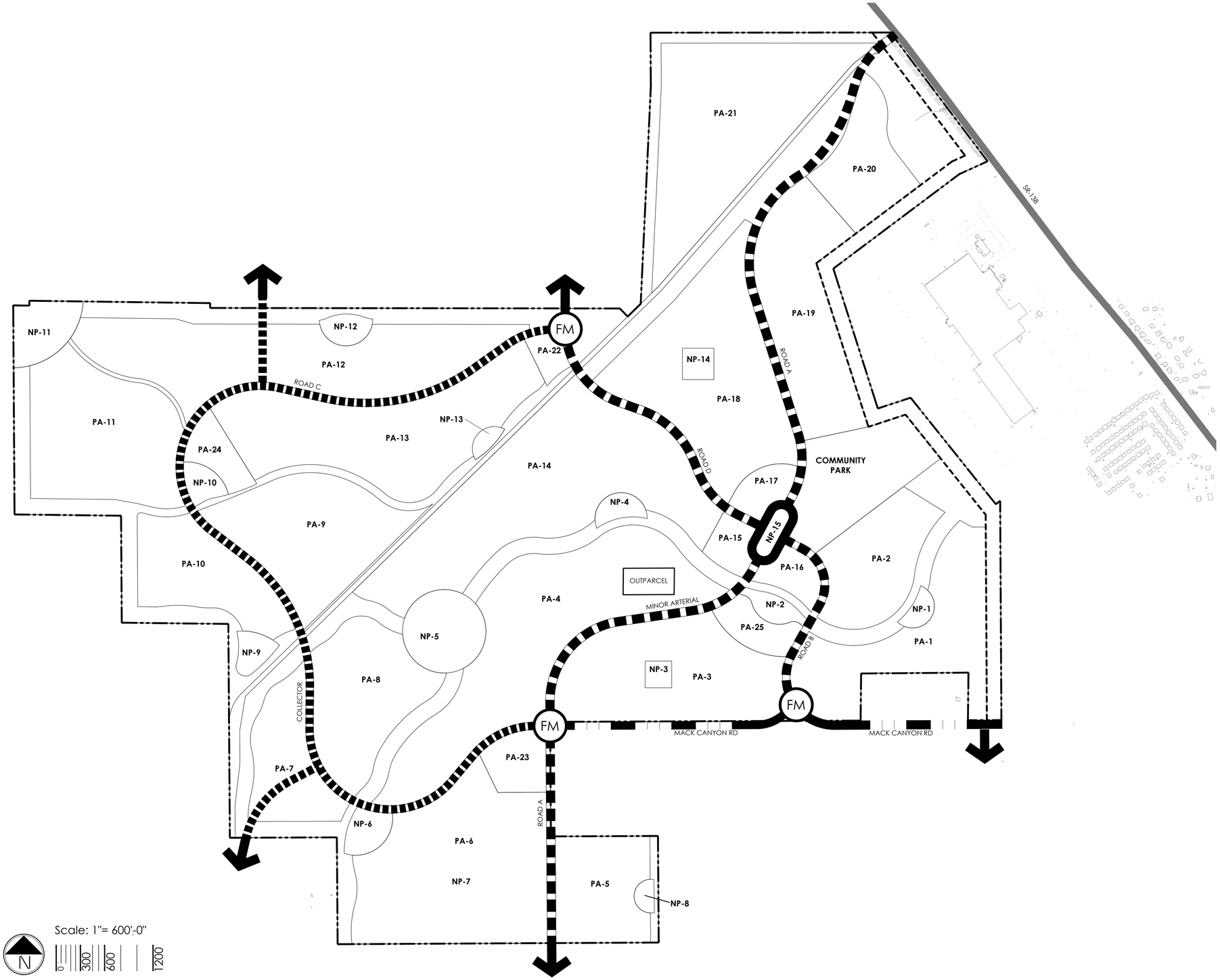
ZONING OVERLAY DISTRICT



LEGEND

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

NOTES:

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

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CIRCULATION PLAN

SHEET NUMBER

13

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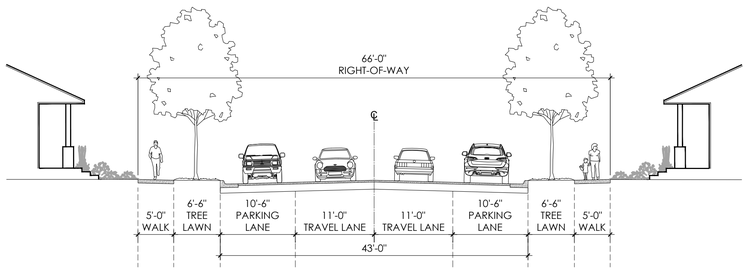
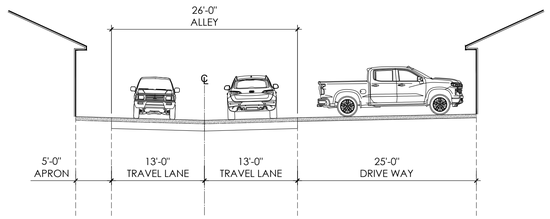
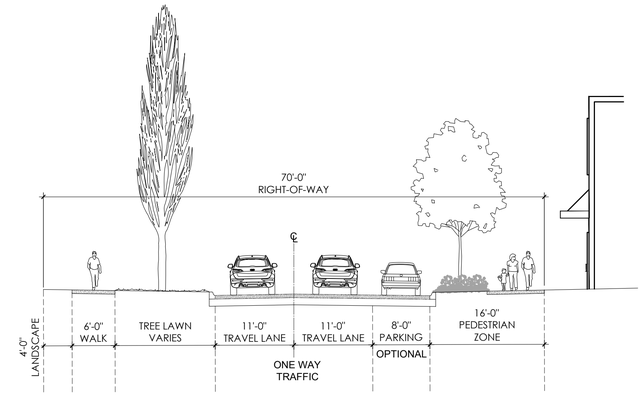


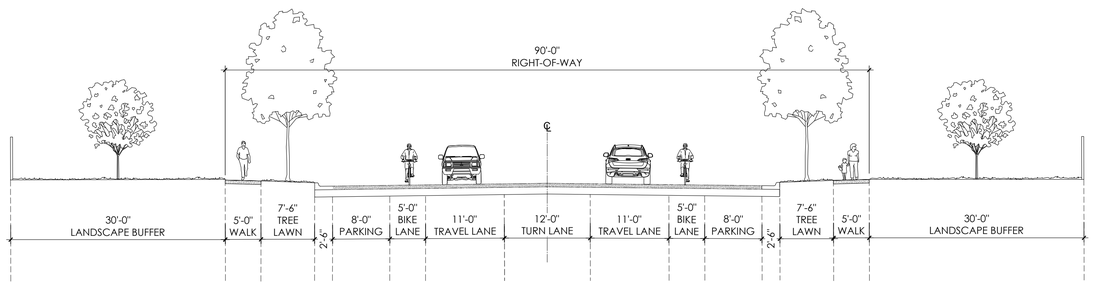
66' LOCAL RESIDENTIAL



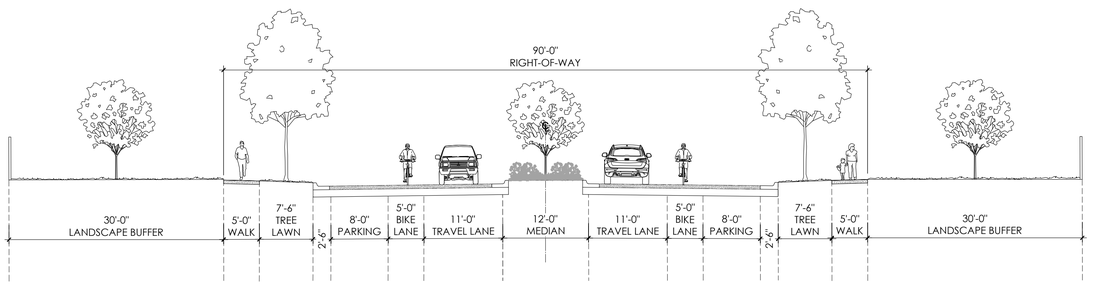
26' ALLEY



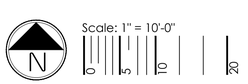
70' TOWN CENTER



90' COLLECTOR
(TURN LANE)



90' COLLECTOR
(MEDIAN)



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SHEET TITLE

ROAD SECTIONS

SHEET NUMBER

14

SHEET 14 OF 17

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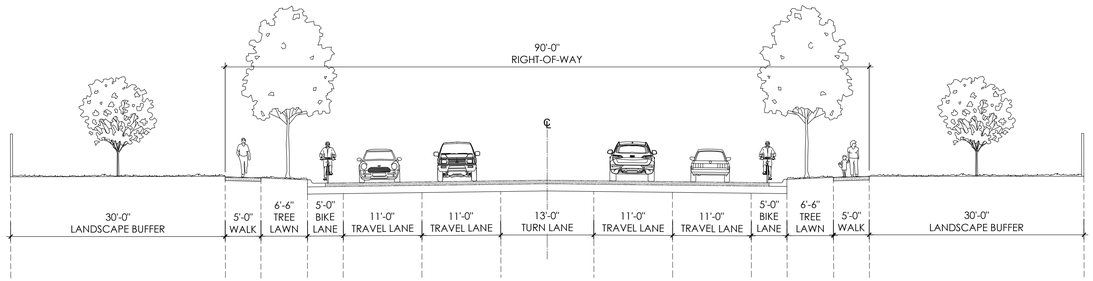
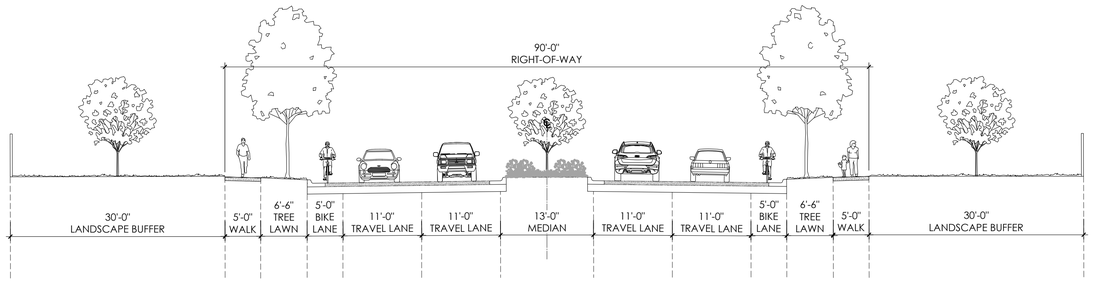
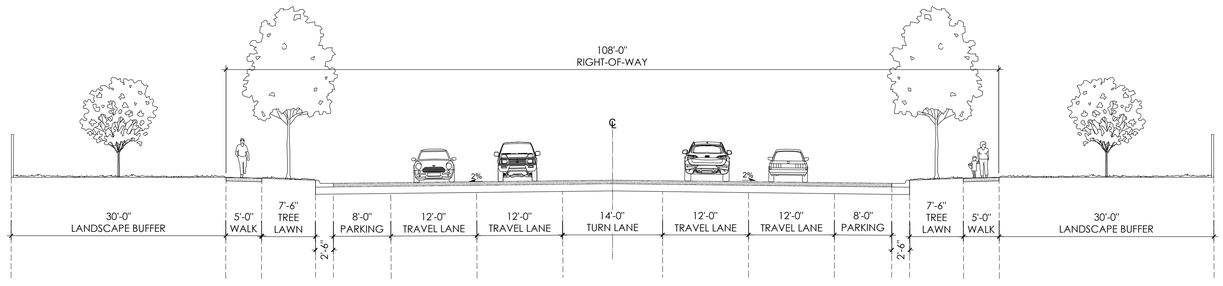
ZONING OVERLAY DISTRICT



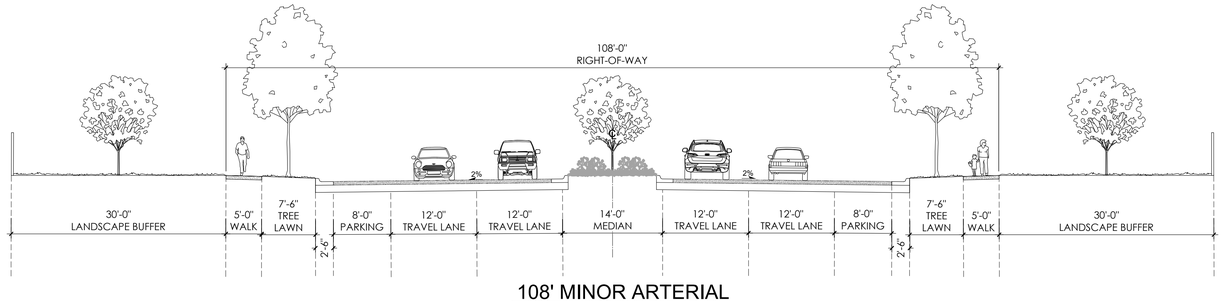
90' CONDITIONAL ARTERIAL
(TURN LANE)



90' CONDITIONAL ARTERIAL
(MEDIAN)



108' MINOR ARTERIAL
(TURN LANE)



108' MINOR ARTERIAL
(MEDIAN)

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ROAD SECTIONS

SHEET NUMBER

15

SHEET 15 OF 17

Scale: 1" = 10'-0"

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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 MIRRORED 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)
   - 5.5. 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.
   - 2.2. 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.

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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

ARCHITECTURE
DESIGN STANDARDS

SHEET NUMBER

16

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DESERET
ZONING OVERLAY DISTRICT

LANDSCAPE, FENCING, AND LIGHTING DESIGN STANDARDS

PART E - LANDSCAPE

1. LANDSCAPE DESIGN PRINCIPLES
   - 1.1. ALL DEVELOPMENT SHALL DEMONSTRATE ADHERENCE TO THE FOLLOWING LANDSCAPE DESIGN PRINCIPLES:
     - 1.1.1. DESIGN TO PROVIDE AN ATTRACTIVE, COMFORTABLE ENVIRONMENT FOR USERS WHILE MINIMIZING MAINTENANCE NEEDS, IRRIGATION WATER REQUIREMENTS, AND THE USE OF HERBICIDES AND PESTICIDES
     - 1.1.2. 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.
     - 1.1.3. COORDINATE THE DESIGN OF THE LANDSCAPE WITH SITE EROSION PROTECTION, STORM DRAINAGE, AND WATER QUALITY IMPROVEMENT SYSTEMS.
     - 1.1.4. DESIGN AND MANAGE IRRIGATION SYSTEMS TO ACHIEVE PEAK EFFICIENCY.

2. PARKWAY DESIGN OF ARTERIAL AND COLLECTOR STREETS
   - 2.1. 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.
   - 2.2. 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.
   - 2.3. MEDIANS WILL BE PLANTED IN A SIMILAR FASHION TO THE PARKWAY OR WILL BE CONSTRUCTED OF COLORED AND STAMPED CONCRETE.
   - 2.4. THE PARKWAY DESIGN SHALL EMPHASIZE XERISCAPE PRINCIPLES AND A UNIQUE LOOK THAT SETS THE COMMUNITY APART.

3. ARTERIAL AND COLLECTOR STREET BUFFER
   - 3.1. 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.

4. 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.

5. MINIMUM PLANT MATERIAL QUANTITIES
   - 5.1. 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.
   - 5.2. BUFFER
     - 5.2.1. LANDSCAPE BUFFERS SHALL CONTAIN A MINIMUM OF ONE TREE AND TEN SHRUBS PER 40 LINEAR FEET.
     - 5.2.2. WHERE RESIDENTIAL USES BACK TO THE ROAD, 50% OF THE TREES PROVIDED SHALL BE EVERGREEN.
   - 5.3. DETENTION AND/OR DRAINAGE
     - 5.3.1. 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.
     - 5.3.2. DRAINAGE CORRIDORS SHALL REQUIRE ONE CANOPY SHADE TREE OR EVERGREEN TREE PER 200 LINEAR FEET.
   - 5.4. PARKWAY
     - 5.4.1. 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.
     - 5.4.2. PARKWAY TREES ALONG ARTERIAL AND COLLECTOR STREETS SHALL BE PLANTED AT A RATE OF ONE CANOPY SHADE TREE PER 30 LINEAR FEET.
     - 5.4.3. 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.
     - 5.4.4. LINEAR FEET SHALL BE MEASURED ALONG THE SOFT SURFACE OF THE PARKWAY ONLY.
     - 5.4.5. PARKWAY PLANTING SHALL UTILIZE A VARIETY OF TREE SPECIES. NO MORE THAN 50% OF ANY ONE SPECIES MAY BE PLANTED IN A PARKWAY.
     - 5.4.6. 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.
   - 5.5. MEDIAN
     - 5.5.1. 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.
     - 5.5.2. SHRUBS SHALL BE PROVIDED AT A RATIO OF SIX SHRUBS PER 50 LINEAR FEET OF MEDIAN.
   - 5.6. PARKING LOT
     - 5.6.1. 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.
     - 5.6.2. PARKING LOT PERIMETERS SHALL CONTAIN A MINIMUM OF ONE TREE AND FIVE SHRUBS PER 40 LINEAR FEET.
   - 5.7. PARKS
     - 5.7.1. PARKS SHALL CONTAIN A MIX OF ONE CANOPY SHADE TREE AND/OR EVERGREEN TREE PER 1,500 SQUARE FEET.
     - 5.7.2. SHRUBS SHALL BE PLANTED AT A RATE OF FIVE SHRUBS PER 1,500 SQUARE FEET OF PARK SPACE.
     - 5.7.3. SPORTS FIELDS OR COURTS (I.E. BASEBALL, VOLLEYBALL, TENNIS, ETC.) IN PARKS SHALL NOT HAVE A PLANTING REQUIREMENT.
   - 5.8. ALL OTHER LANDSCAPE AREAS
     - 5.8.1. ALL OTHER LANDSCAPE AREAS REQUIRE ONE TREE AND 5 SHRUBS PER 3,000 SQUARE FEET.

6. **RESIDENTIAL LANDSCAPE**
   - **6.1. 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.**

7. **WATERWISE LANDSCAPES**
   - **7.1. NO MORE THAN 30% TURF IS PERMITTED IN TREE LAWNS, LANDSCAPE BUFFERS AND OTHER PASSIVE LANDSCAPED AREAS.**
   - **7.2. TURF WITHIN PARKS SHALL BE LIMITED TO ACTIVE AREAS SUCH AS FIELDS.**
   - **7.3. 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.**
   - **7.4. LANDSCAPE BEDS SHALL BE WATERED WITH A DRIP IRRIGATION SYSTEM.**
   - **7.5. SEPARATE WATER ZONES ARE REQUIRED FOR TURF AND LANDSCAPE BEDS.**
   - **7.6. PLANTS SHALL BE WATERWISE AND ADAPTED TO GRANTSVILLE'S LOCAL CLIMATE.**

PART F - FENCING

1. SINGLE FAMILY DETACHED, TWIN HOME, TWO FAMILY, AND SINGLE FAMILY ATTACHED RESIDENTIAL FENCING
   - 1.1. ALL FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
   - 1.2. CHAIN LINK AND VINYL FENCING ARE NOT PERMITTED IN RESIDENTIAL APPLICATIONS.

2. MULTI-FAMILY RESIDENTIAL FENCING
   - 2.1. ALL MULTI-FAMILY RESIDENTIAL FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
   - 2.2. CHAIN LINK AND VINYL FENCING ARE NOT PERMITTED IN MULTI-FAMILY RESIDENTIAL APPLICATIONS.
   - 2.3. ORNAMENTAL METAL FENCING IS PERMITTED IN CLUBHOUSE APPLICATIONS, SUCH AS AROUND POOLS.

3. NON-RESIDENTIAL FENCING
   - 3.1. CHAIN LINK FENCE IS PERMITTED IN INDUSTRIAL APPLICATIONS AND SPORTS FIELDS/COURTS BUT SHALL BE VINYL-COATED.
   - 3.2. CHAIN LINK SHALL BE RESTRICTED WHEN POSSIBLE.
   - 3.3. ELECTRIC FENCING AND BARBED WIRE, OR SIMILAR, ARE NOT PERMITTED.
   - 3.4. ALL OTHER FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS. VINYL IS NOT PERMITTED.
   - 3.5. EXCESSIVE FENCING SHALL BE AVOIDED THROUGH THE USE OF STAGGERING, LANDSCAPE, AND BUFFERING.
   - 3.6. THE MAXIMUM HEIGHT FOR INDUSTRIAL FENCING IS 8 FEET.

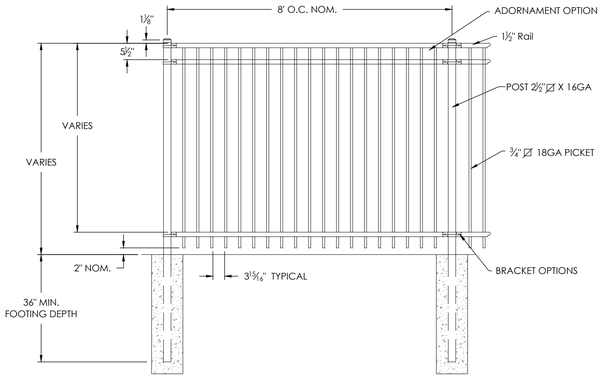
4. ARTERIAL STREET FENCING
   - 4.1. A SIX FOOT SOLID PRIVACY FENCE IS REQUIRED ALONG ALL ARTERIAL STREETS.
   - 4.2. ARTERIAL FENCES SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.

5. OPEN RAIL FENCING
   - 5.1. OPEN RAIL FENCING IS PERMITTED ADJACENT TO PARKS, OPEN SPACES, AND DRAINAGE CORRIDORS.
   - 5.2. OPEN RAIL FENCES SHALL CONSIST OF NATURAL (I.E. WOOD) OR COMPOSITE MATERIALS.

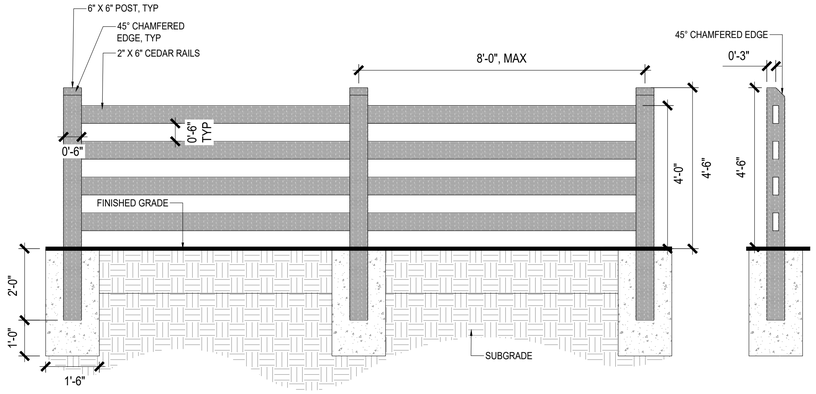
6. ADJOINING PROPERTY FENCING
   - 6.1. A SIX FOOT SOLID PRIVACY FENCE IS REQUIRED ALONG THE REAR OR SIDE LOT LINE OF ANY HOME OR COMMERCIAL SITE ADJACENT TO NEIGHBORING PROPERTIES. THIS FENCING REQUIREMENT IS NOT REQUIRED IF THE HOME OR COMMERCIAL SITE IS ADJACENT TO OPEN SPACE.

PART G - LIGHTING

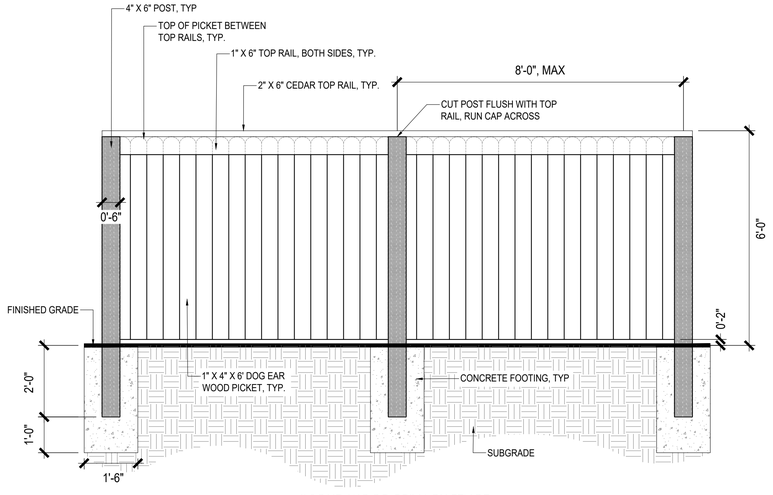
1. ALL DEVELOPMENT SHALL PROVIDE ADEQUATE LIGHTING SO AS TO ASSURE SAFETY AND SECURITY. LIGHTING INSTALLATIONS SHALL NOT HAVE AN ADVERSE IMPACT ON TRAFFIC SAFETY OR THE SURROUNDING AREA. LIGHT SOURCES SHALL BE SHIELDED AND SHALL NOT SHINE ONTO ADJACENT PROPERTIES.
2. LIGHTING FIXTURES SHALL BE "DARK SKY" COMPLIANT.
3. THE MAXIMUM POLE HEIGHT FOR COMMERCIAL AND INDUSTRIAL APPLICATIONS IS 40 FEET.
4. THE MAXIMUM POLE HEIGHT FOR RESIDENTIAL APPLICATIONS IS 25 FEET.
5. 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.



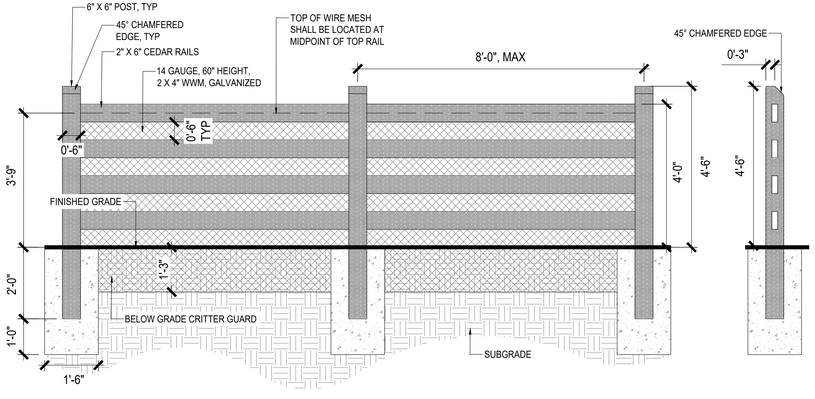
ORNAMENTAL METAL FENCE



4' OPEN RAIL FENCE



6' SOLID WOOD PRIVACY FENCE



4' OPEN RAIL FENCE WITH WIRE MESH

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RICK

PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

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2/26/2025

SHEET TITLE

DESIGN STANDARDS

SHEET NUMBER

17

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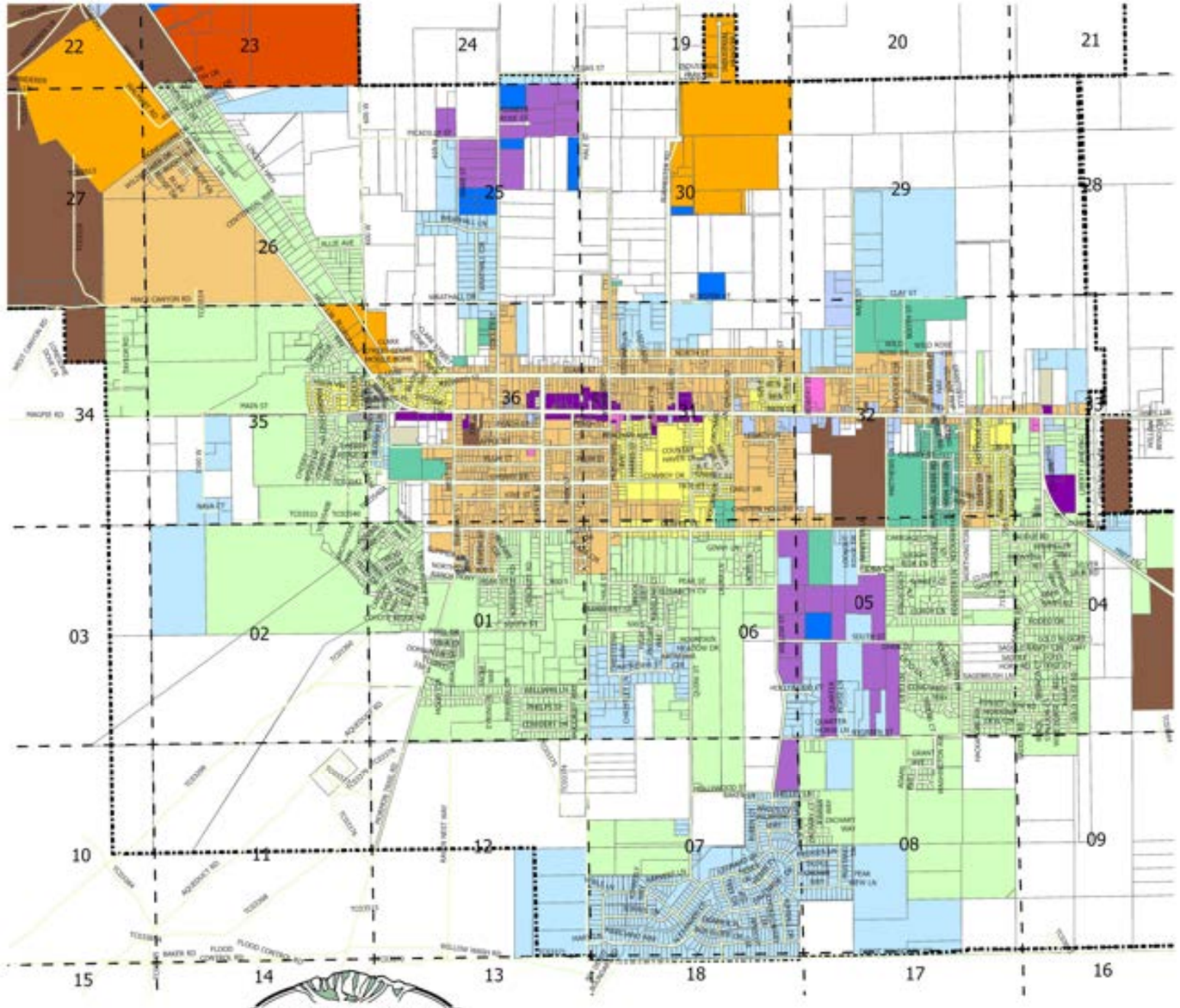
LEGEND

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 /or 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. (MU Description Updated with Ordinance 2021-35.)



GRANTSVILLE
INCORPORATED 1867

ZONING MAP
CENTRAL AREA

Draft October 19, 2022

0 0.25 0.5 1 1.5 2 Miles

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LEGEND
Future Land Use Designations

Ensuring that the land and the proposed land-uses within the community are utilized to meet a unified community vision or goal is the first and often most important responsibility of a general plan. outlined on this map is the proposed Future land use map for the City of Grantsville:

Commercial
(A variety of commercial, retail, office and light industrial associated with a retail presence fronting street with special approval)

Mixed-Use Density
(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/or 15 units per acre may be approved with special considerations of landscaping, buffering and architectural design that fit the scale of the surrounding properties in the zone.)

High Single Family Density Residential
(Residential uses, allowing a maximum of 6 dwelling units per acre)

Medium Density Residential
(Residential uses, allowing a maximum of 4 dwelling units per acre)

Low Density Residential
(Residential use, allowing a maximum of 2 dwelling units per acre)

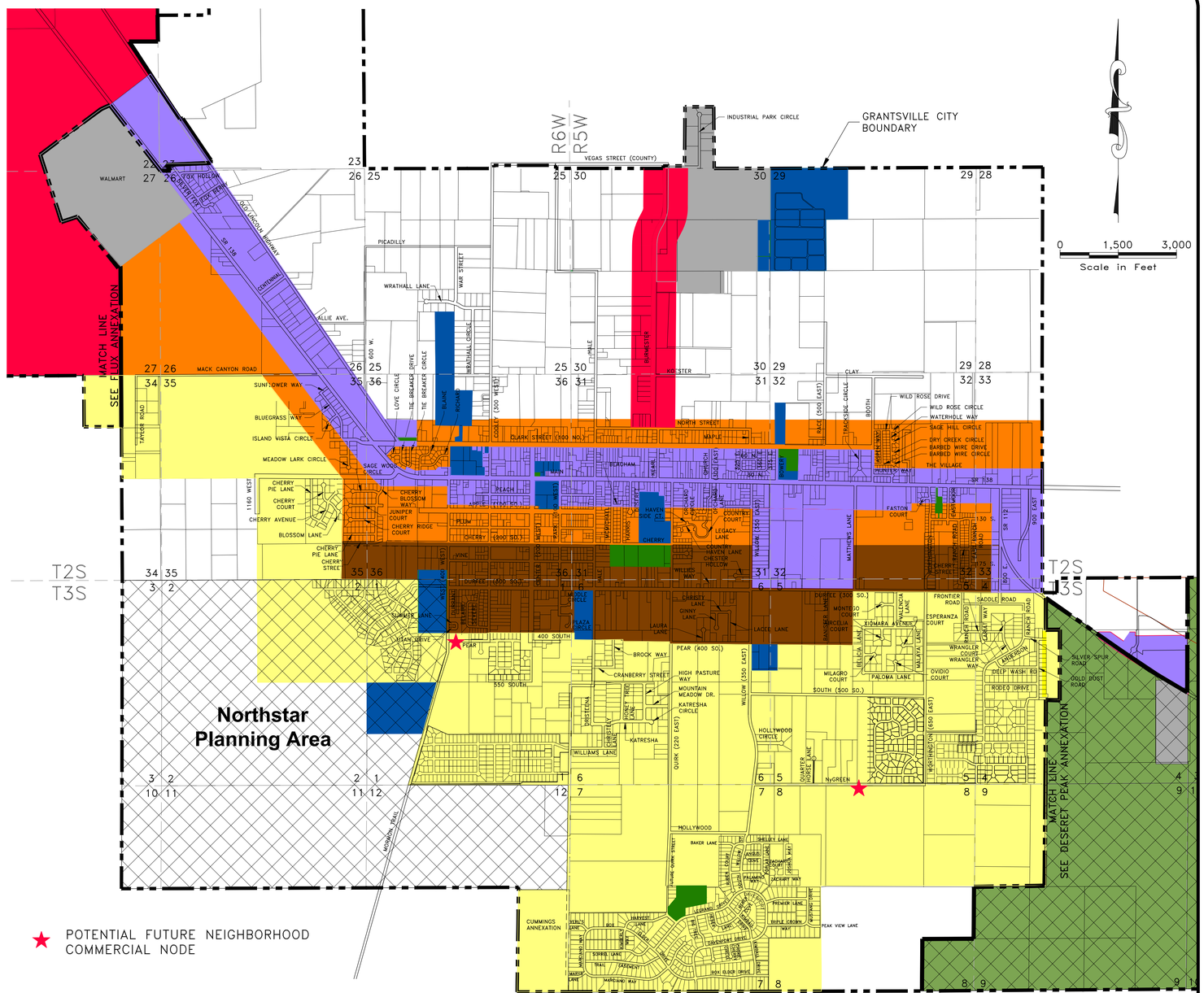
Rural Residential – 1
(Residential use with applicable rural land uses, allowing 1 dwelling unit per one to ten acres)

Rural Residential 2
(Residential use with applicable rural land uses, allowing 1 dwelling unit per five to ten acres)

Industrial
(Allowing industrial, light industrial and mining)

Municipal/School: This land use designates city-owned school district owned property serving a public purpose.

Parks & Open Space: Designates public parks, open space and recreational areas.



GRANTSVILLE CITY
FUTURE LAND USE MAP
CITY CENTER

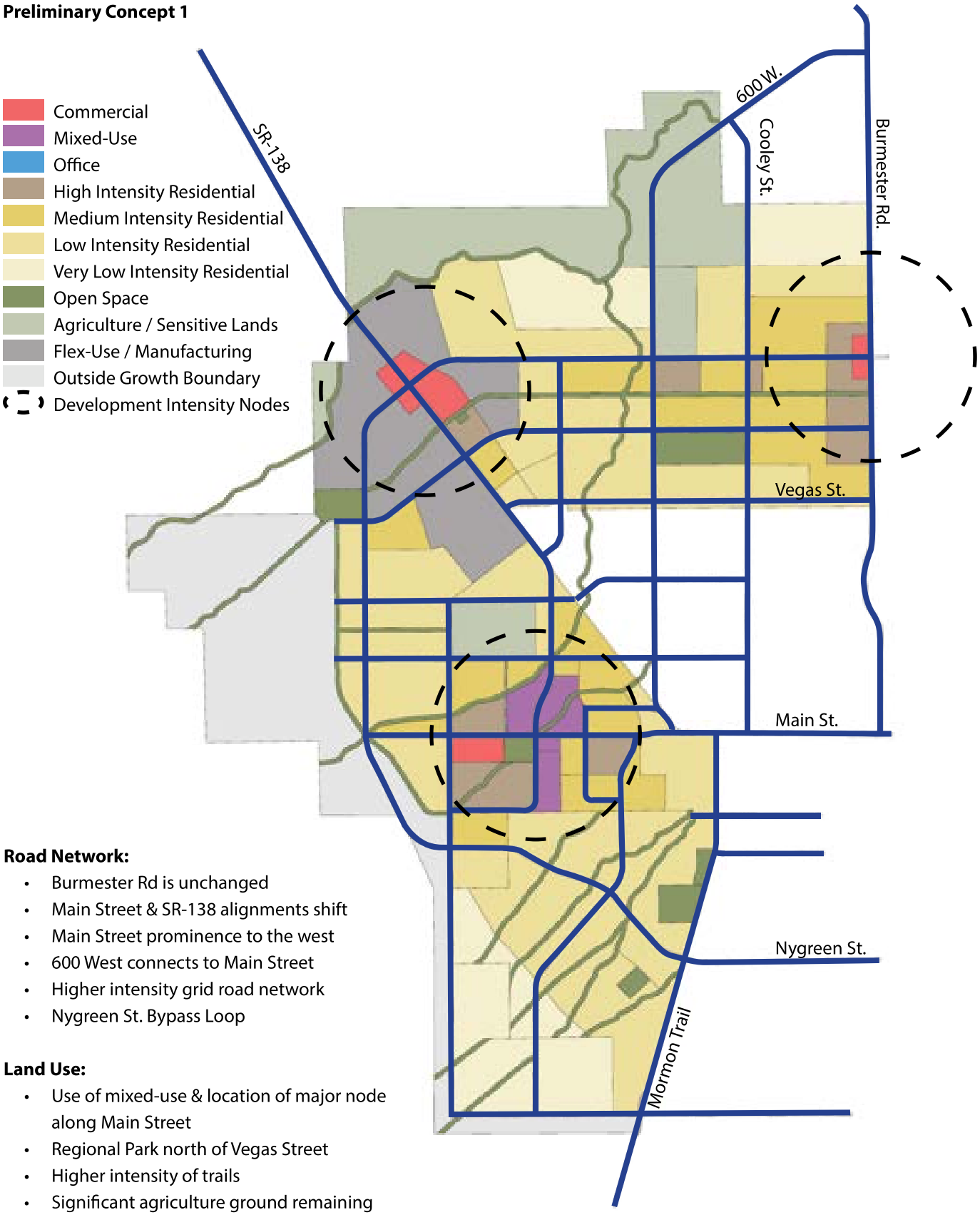
ADOPTED JANUARY 15, 2020
REVISED JULY 30, 2021

THE PURPOSE OF DESIGNATED PLANNING AREAS IS TO FOSTER A JOINT WORKING RELATIONSHIP BETWEEN THE LANDOWNER(S) OF LARGE PARCELS OR GROUPS OF PARCELS OF 500 ACRES OR GREATER TO CREATE A MASTER PLAN FOR THE AREA WITH A BALANCE OF USES BENEFICIAL TO BOTH THE DEVELOPMENT AND THE SURROUNDING COMMUNITY AND WILL ADEQUATELY ADDRESS THE POTENTIAL IMPACTS ON TRANSPORTATION, UTILITIES, AND OTHER PUBLIC SERVICES AND AMENITIES.

AQUA ENGINEERING
533 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010
PHONE (801) 299-1327 FAX (801) 299-0153

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

Preliminary Concept 1



Road Network:

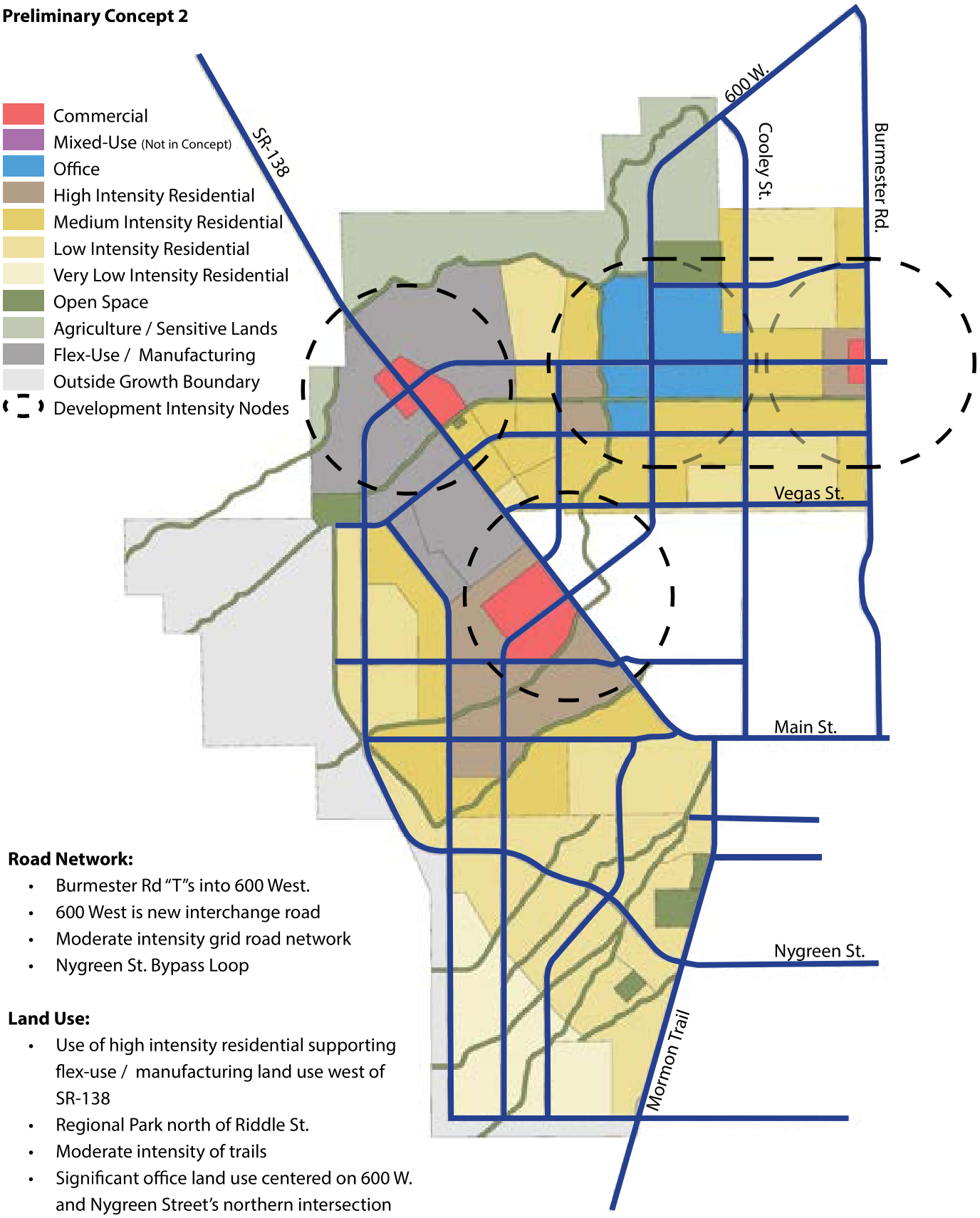
- Burmester Rd is unchanged
- Main Street & SR-138 alignments shift
- Main Street prominence to the west
- 600 West connects to Main Street
- Higher intensity grid road network
- Nygreen St. Bypass Loop

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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

Preliminary Concept 2



Road Network:

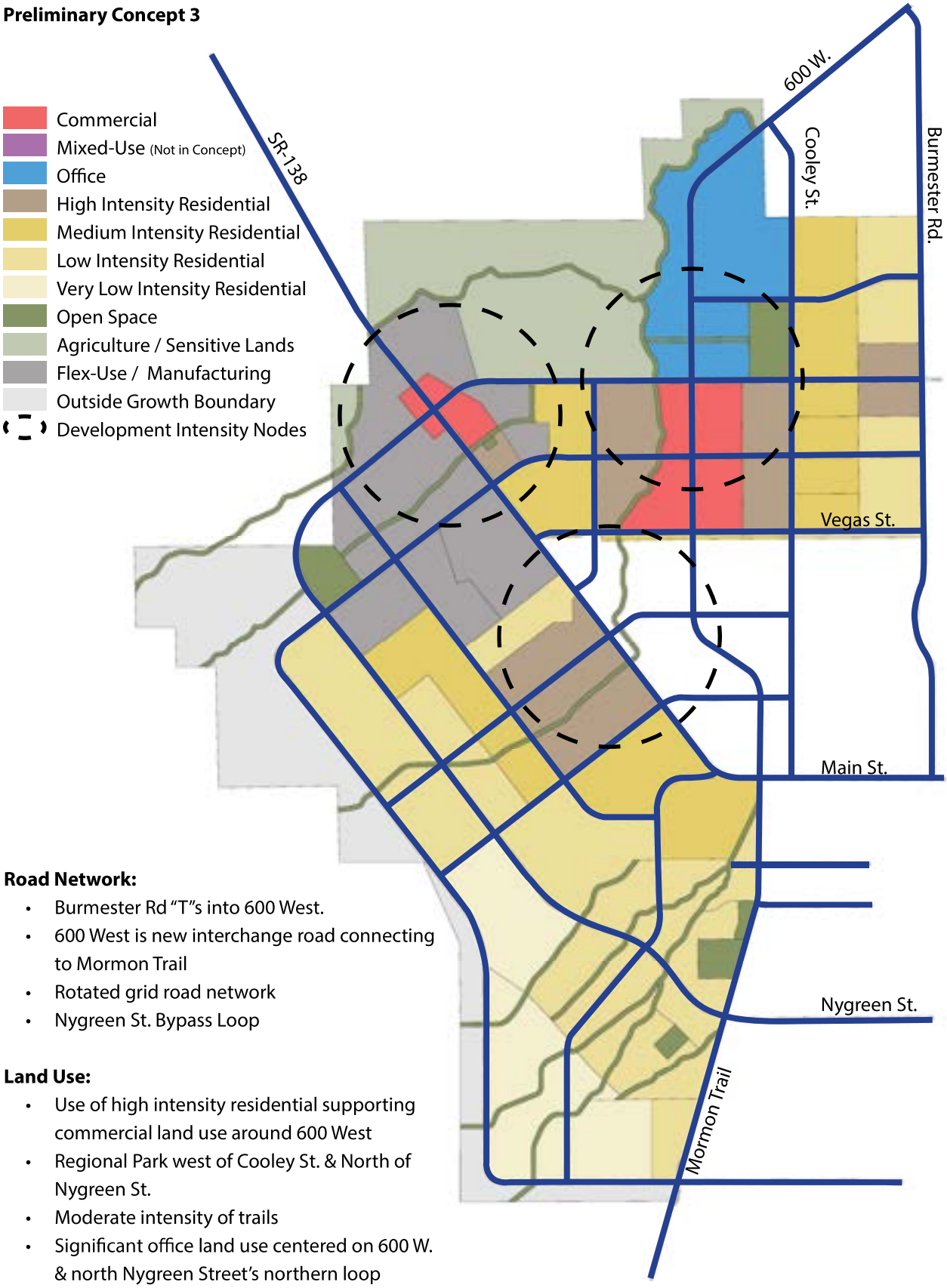
- Burmester Rd "T"s into 600 West.
- 600 West is new interchange road
- Moderate intensity grid road network
- Nygreen St. Bypass Loop

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

Preliminary Concept 3



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:

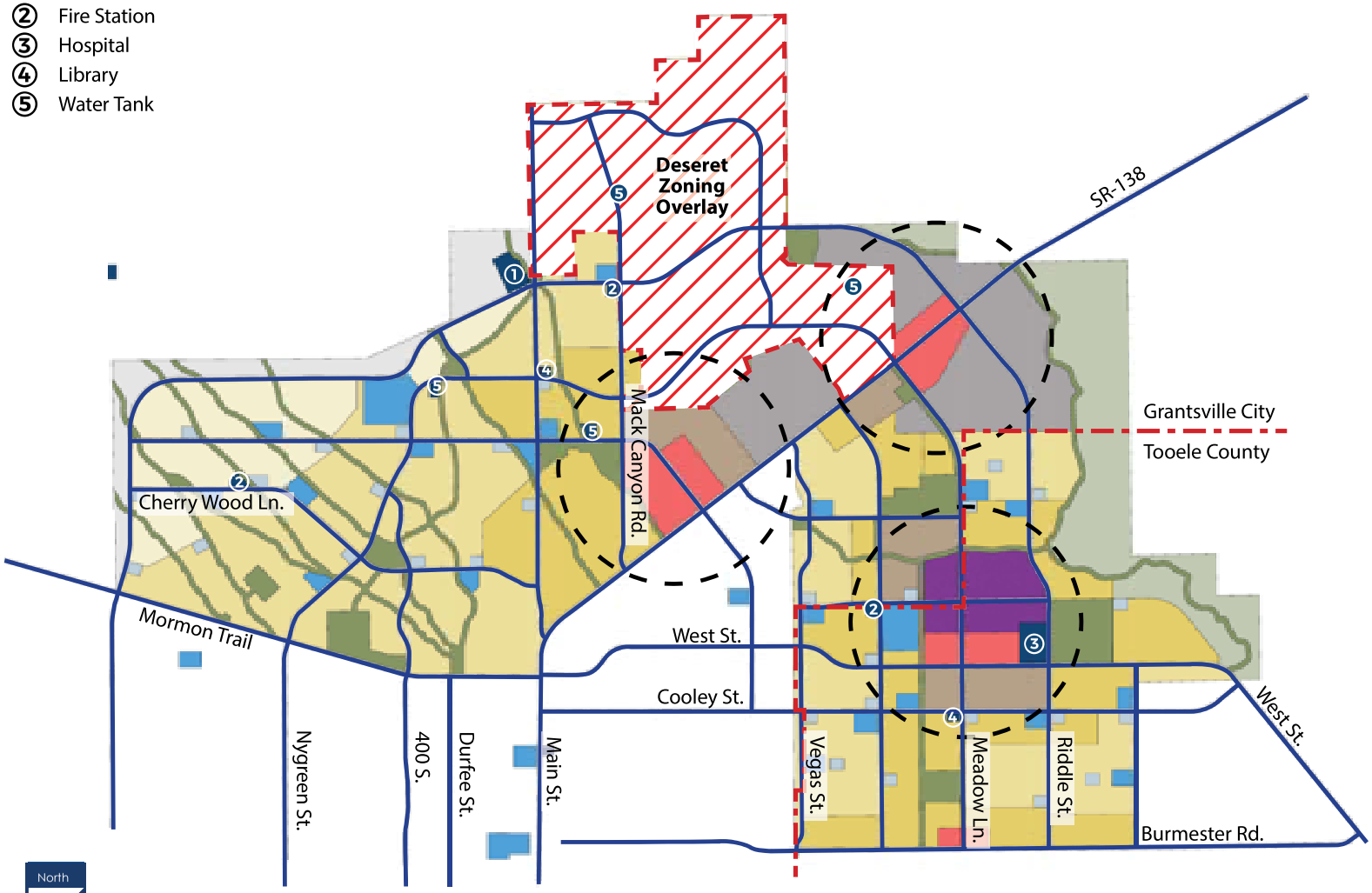
- Use of high intensity residential supporting commercial land use around 600 West
- Regional Park west of Cooley St. & North of Nygreen St.
- Moderate intensity of trails
- Significant office land use centered on 600 W. & north Nygreen Street's northern loop
- More high and very low intensity residential

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

Proposed Concept

CIVIC USE LEGEND

① Cemetery
② Fire Station
③ Hospital
④ Library
⑤ Water Tank



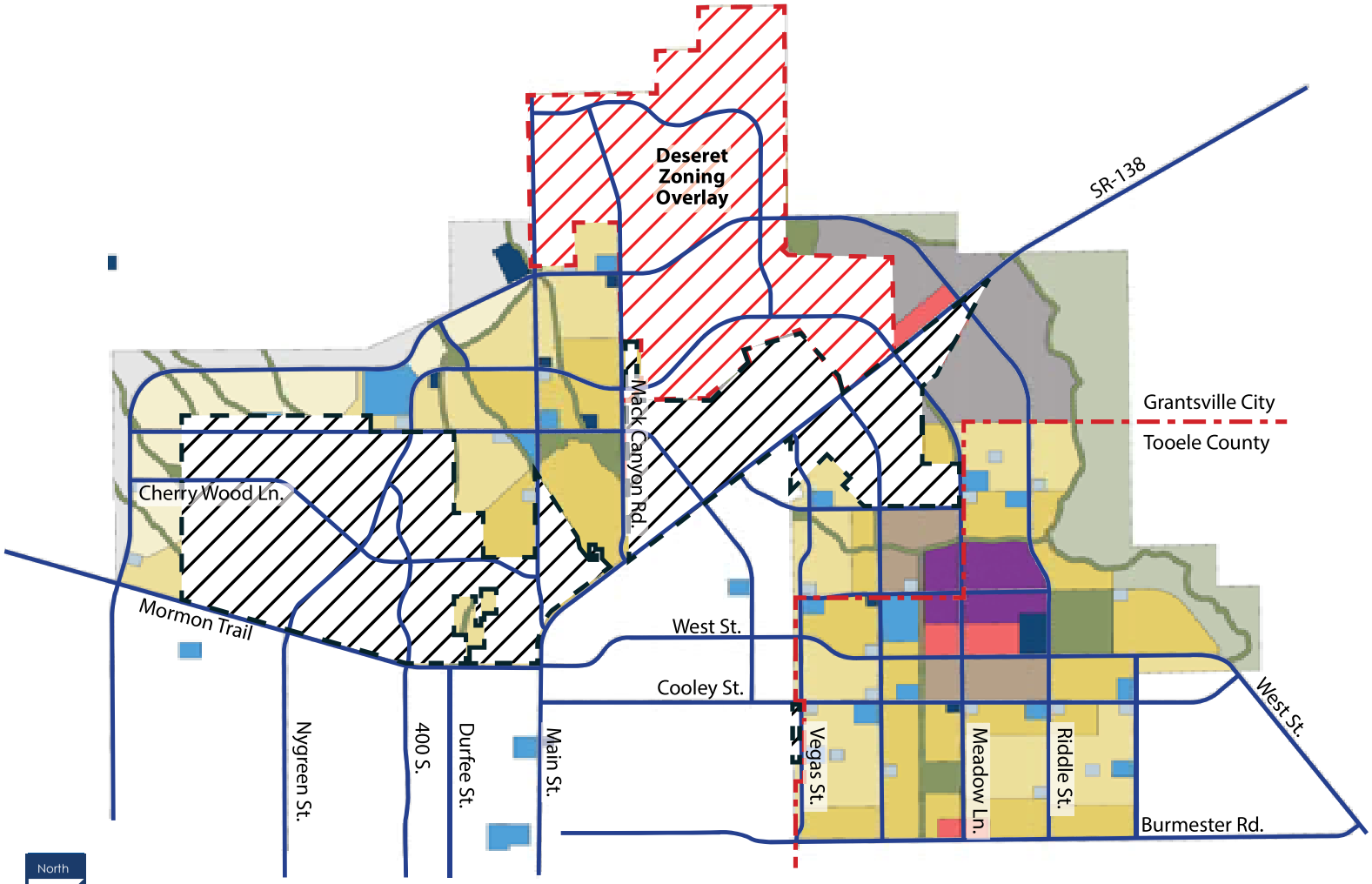
LAND USE LEGEND*

- 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.

Proposed Concept - Currently Vested Uses July 2024



North

Scale 1"=1,500'

LAND USE LEGEND*

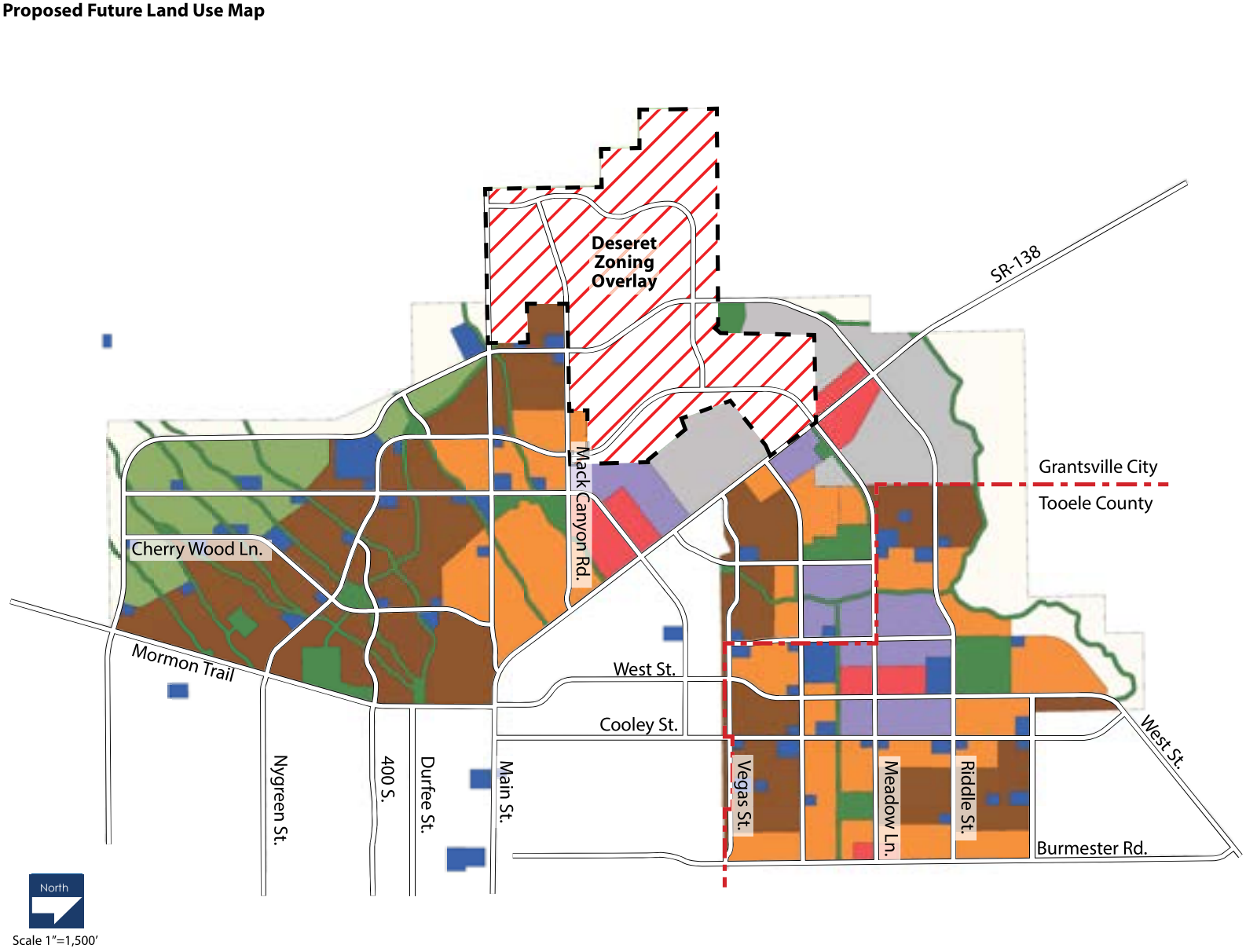
- Commercial
- Office
- Civic - School
- Civic - Services
- Religious
- High Intensity Residential
- Medium Intensity Residential
- Low Intensity Residential
- Very Low Intensity Residential
- Open Space / Drainage Trails
- Agriculture / Sensitive Lands
- Flex-Use / Manufacturing
- Outside Growth Boundary
- 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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

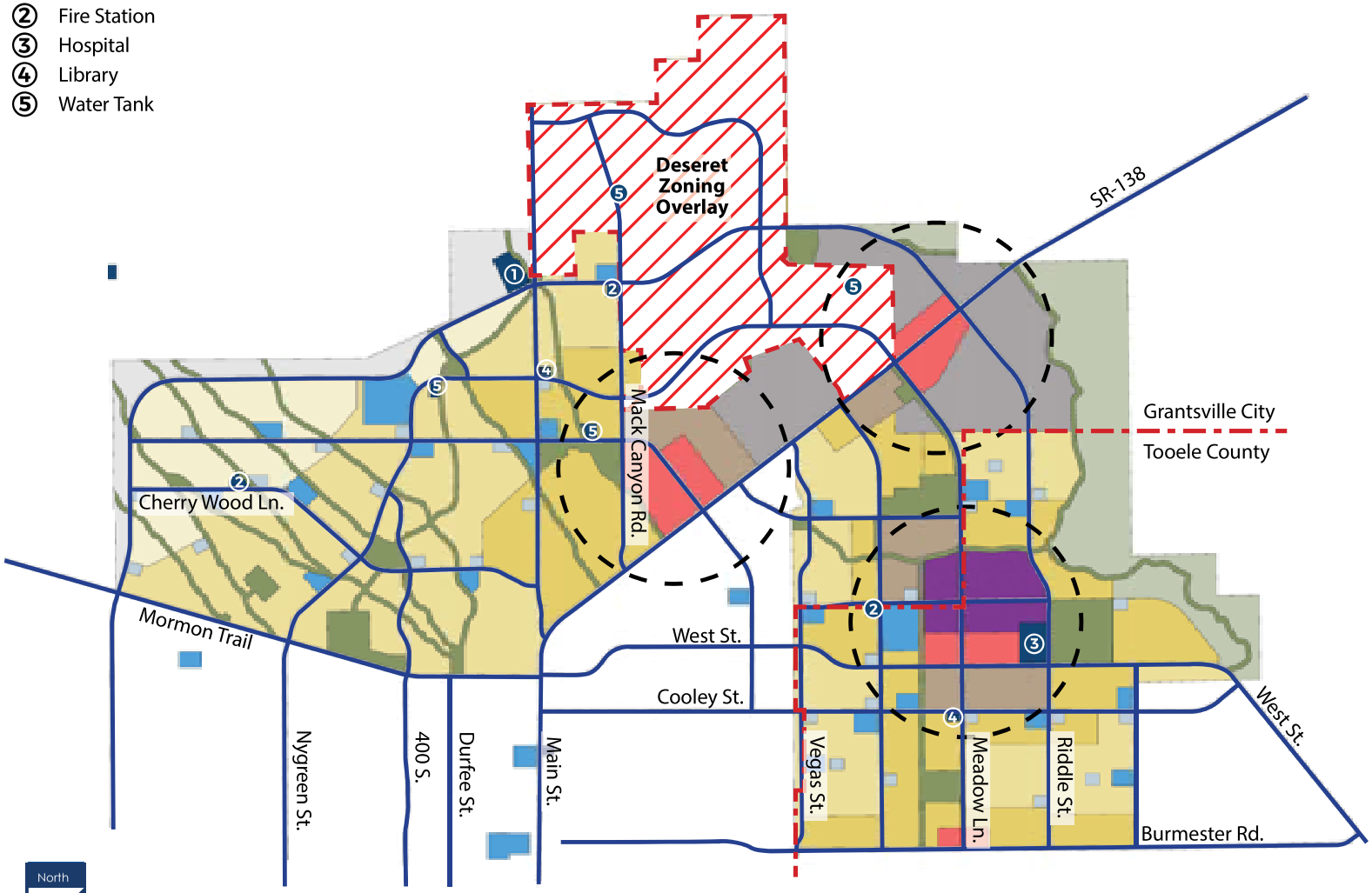
Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

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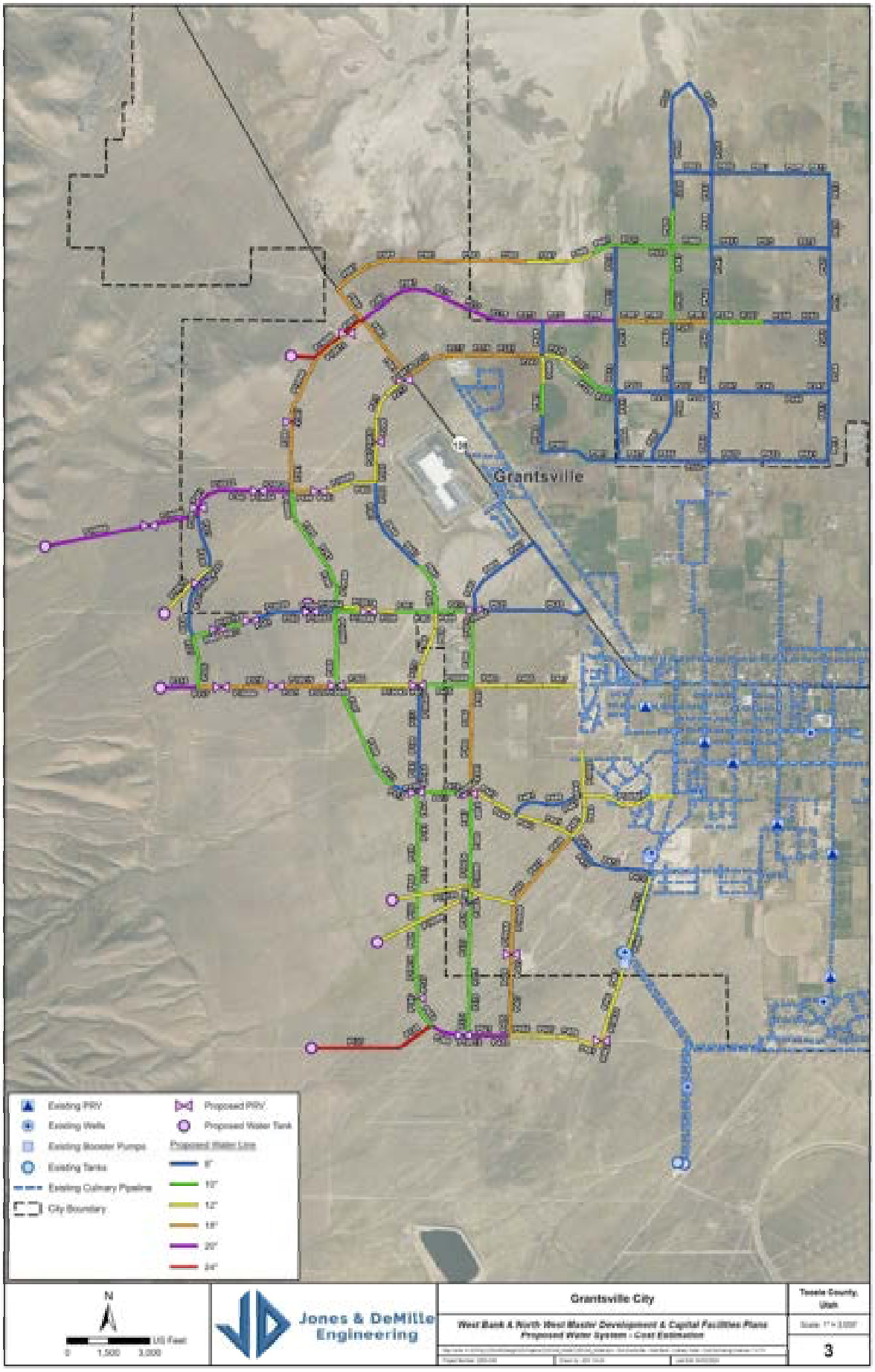

Figure 3. Cost Estimating Overview and Pipe Labels

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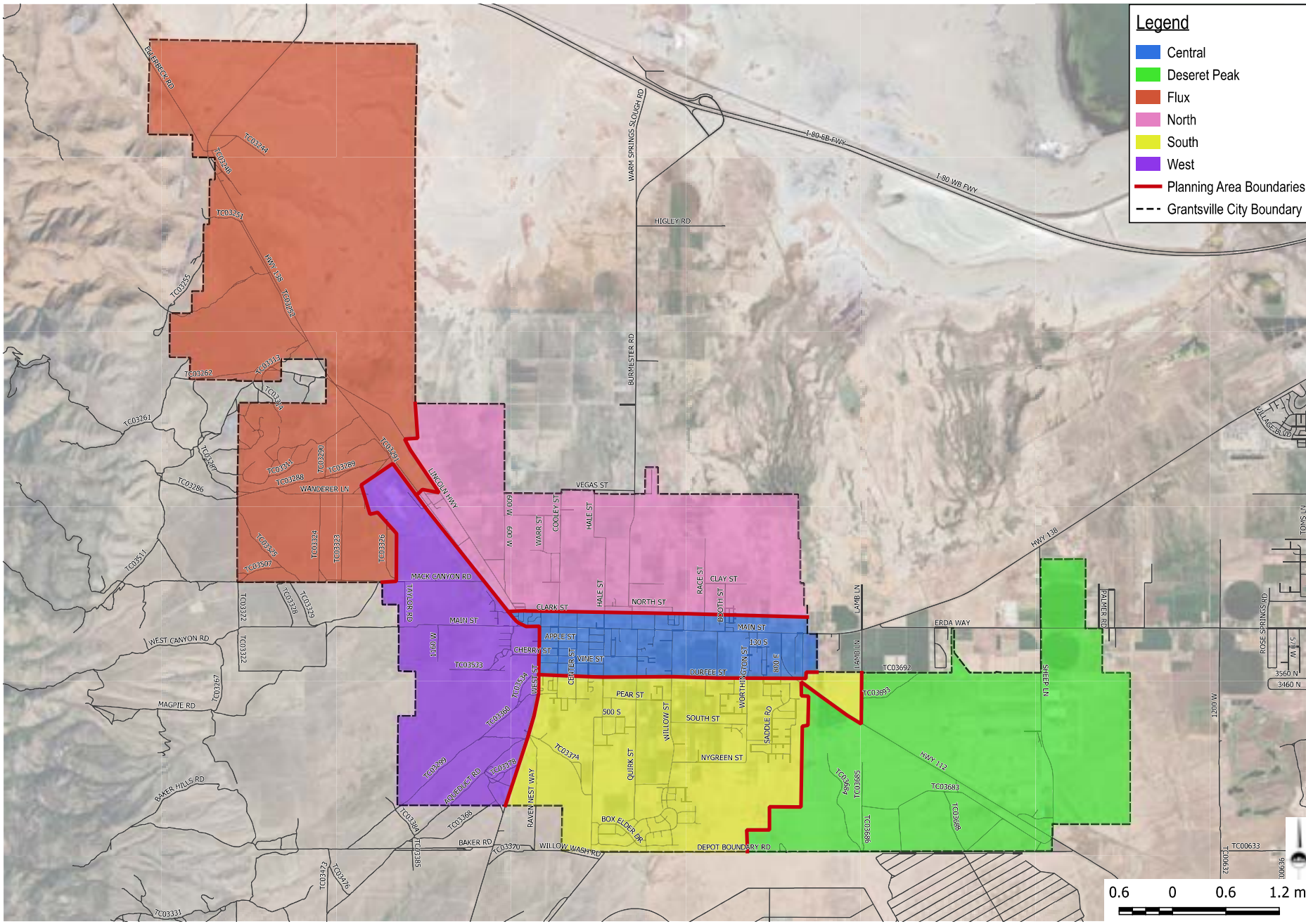


ENSIGN

SANDY
45 W. 10000 S., Suite 50
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.CO

FOR:
CITY OF GRANTSVILLE
429 E MAIN STREET
GRANTSVILLE, UTAH 84029

CONTACT:
MAYOR NEIL A. CRITCHLOW
PHONE: 435-884-3411

GRANTSVILLE CFP, IFFP, AND IFA

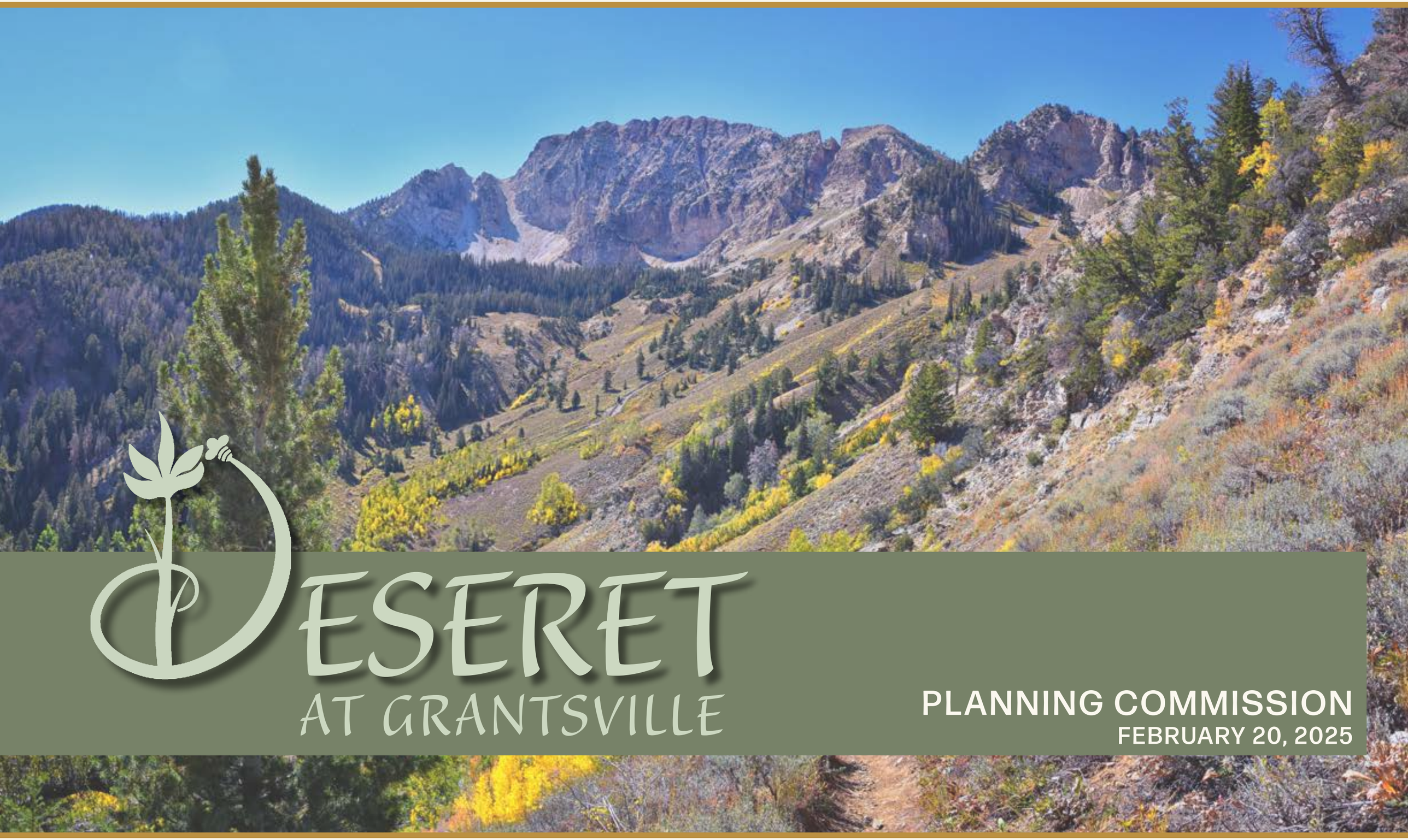
GRANTSVILLE, UTAH

PLANNING AREAS

PROJECT NUMBER	PRINT DATE
10766D	2024-04-23
PROJECT MANAGER	DESIGNED BY
R. ROUSSELLE	M. SANFORD

FIG 2-1

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD



DESERET
AT GRANTSVILLE

PLANNING COMMISSION
FEBRUARY 20, 2025

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

APPLICATIONS FOR CONSIDERATION

1. GENERAL PLAN AMENDMENT
2. ZONING OVERLAY DISTRICT

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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**

DESERET
AT GRANTSVILLE

LAND USE PLAN

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

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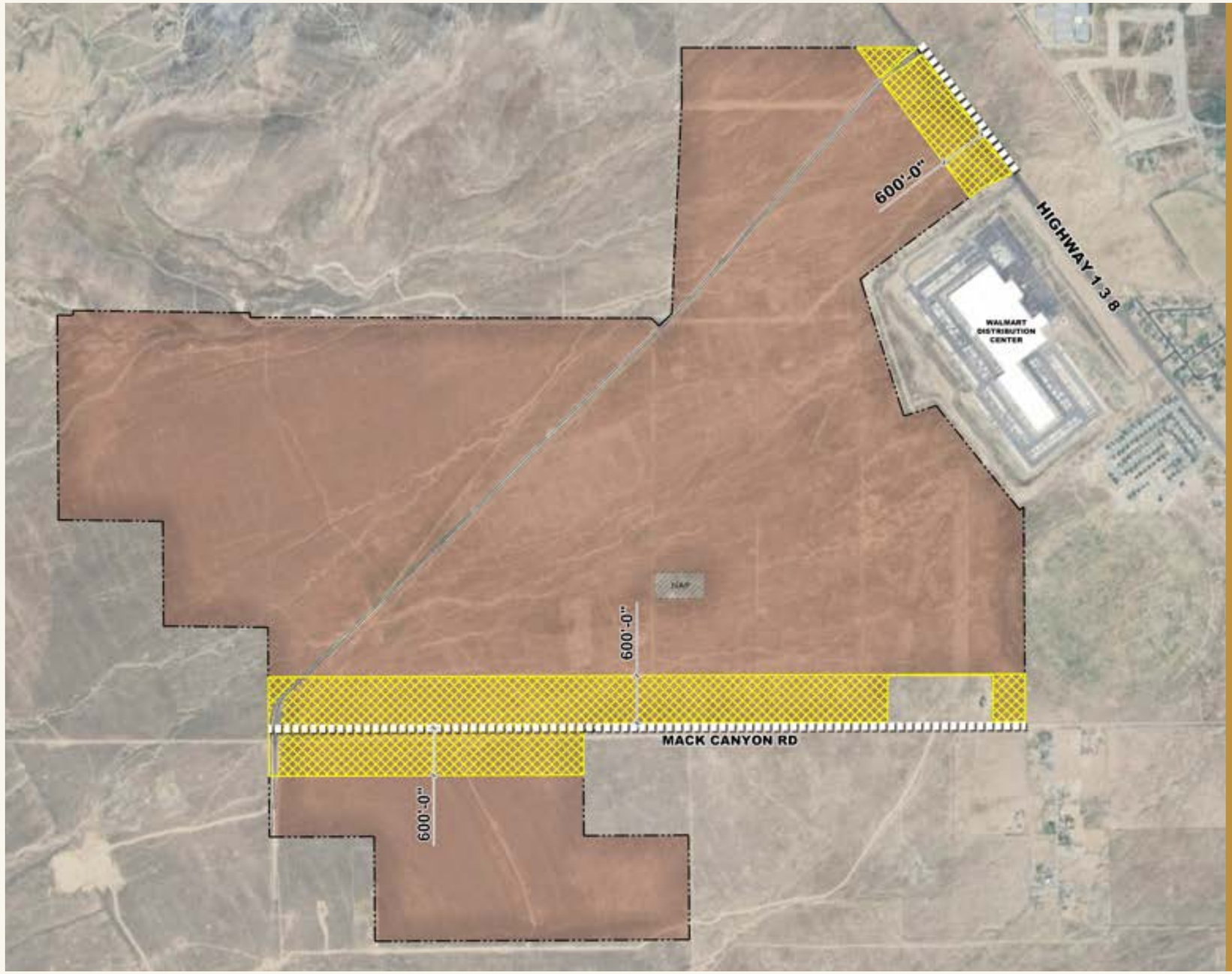


COMMERCIAL REQUIRED PER MU ZONING

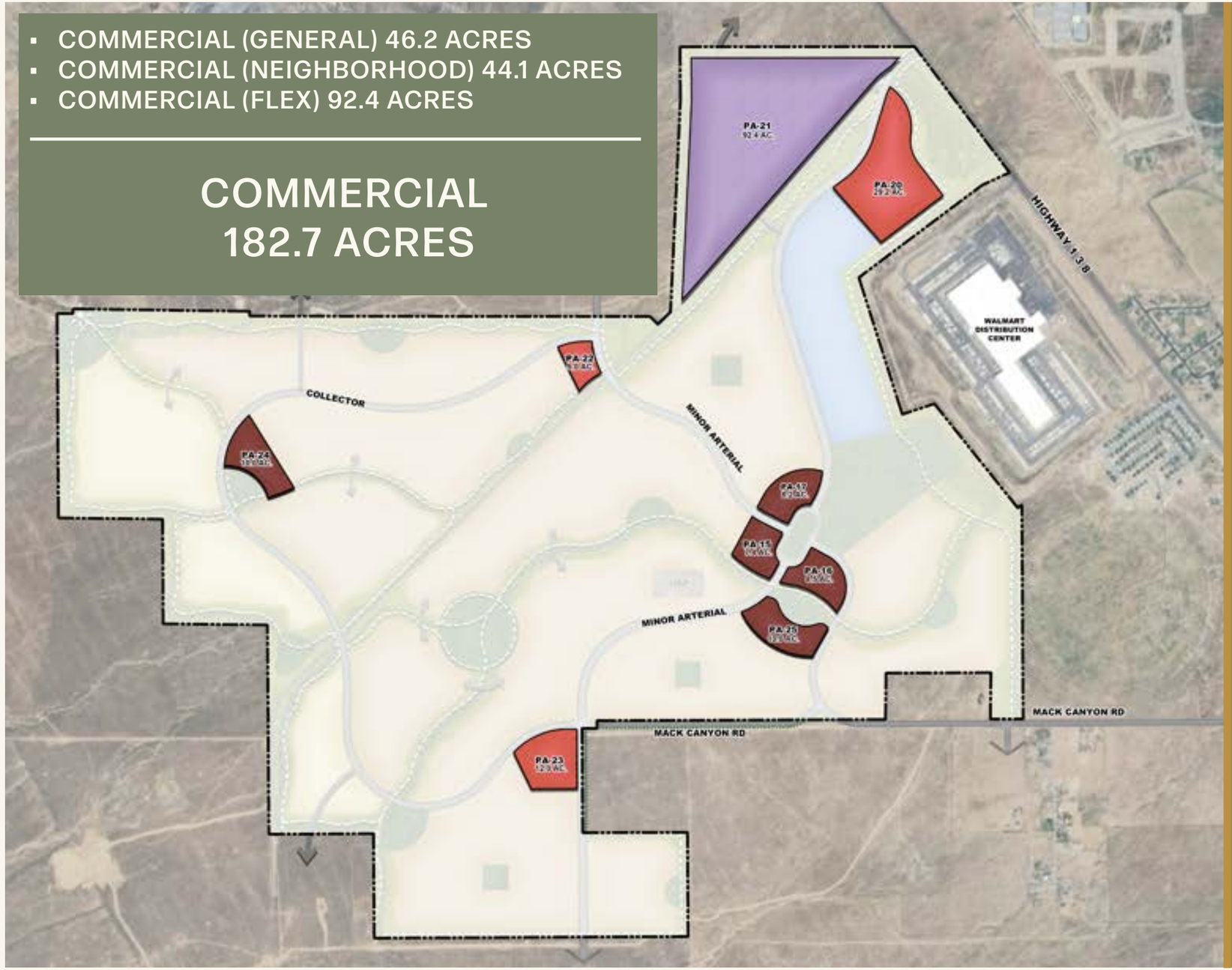
- COMMERCIAL
  - INCLUDE AT LEAST 50% OF THE LAND AREA AS COMMERCIAL FRONTING THE MAJOR STREET.
  - AREA FRONTING THE MAJOR STREETS: 198.9 AC.
  - REQUIRED COMMERCIAL AREA (50%):99.5 AC.
  - COMMERCIAL USES ALLOWED IN THE C-N, C-S, AND C-G

DESERET
AT GRANTSVILLE

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

COMMERCIAL
182.7 ACRES



DESERET
AT GRANTSVILLE

COMMERCIAL
SITE PLAN

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

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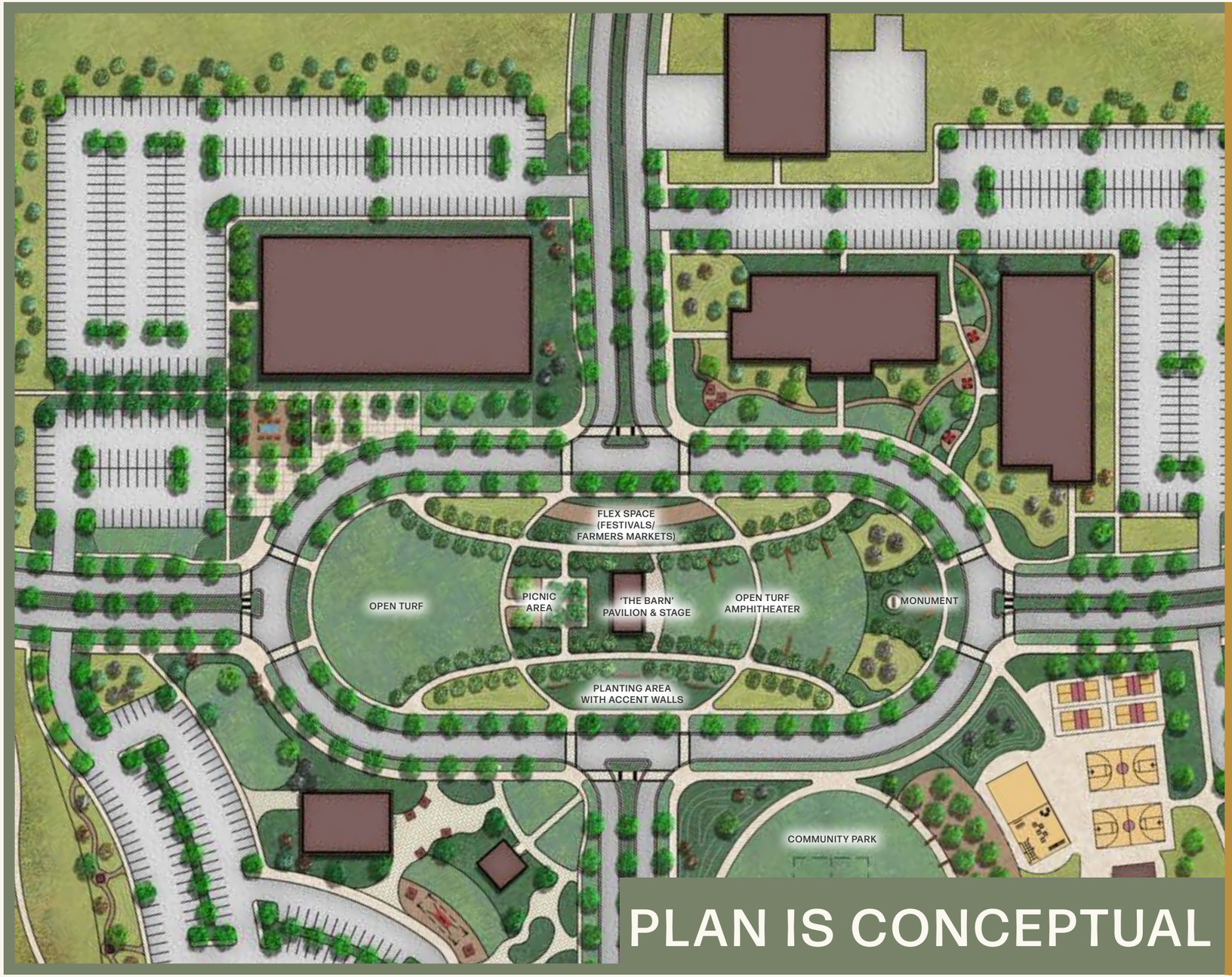

PLAN IS CONCEPTUAL

COMMERCIAL BUILDINGS

COMMUNITY GATHERING SPACES

KEYMAP

DESERET
AT GRANTSVILLE

TOWN CENTER
COMMERCIAL

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

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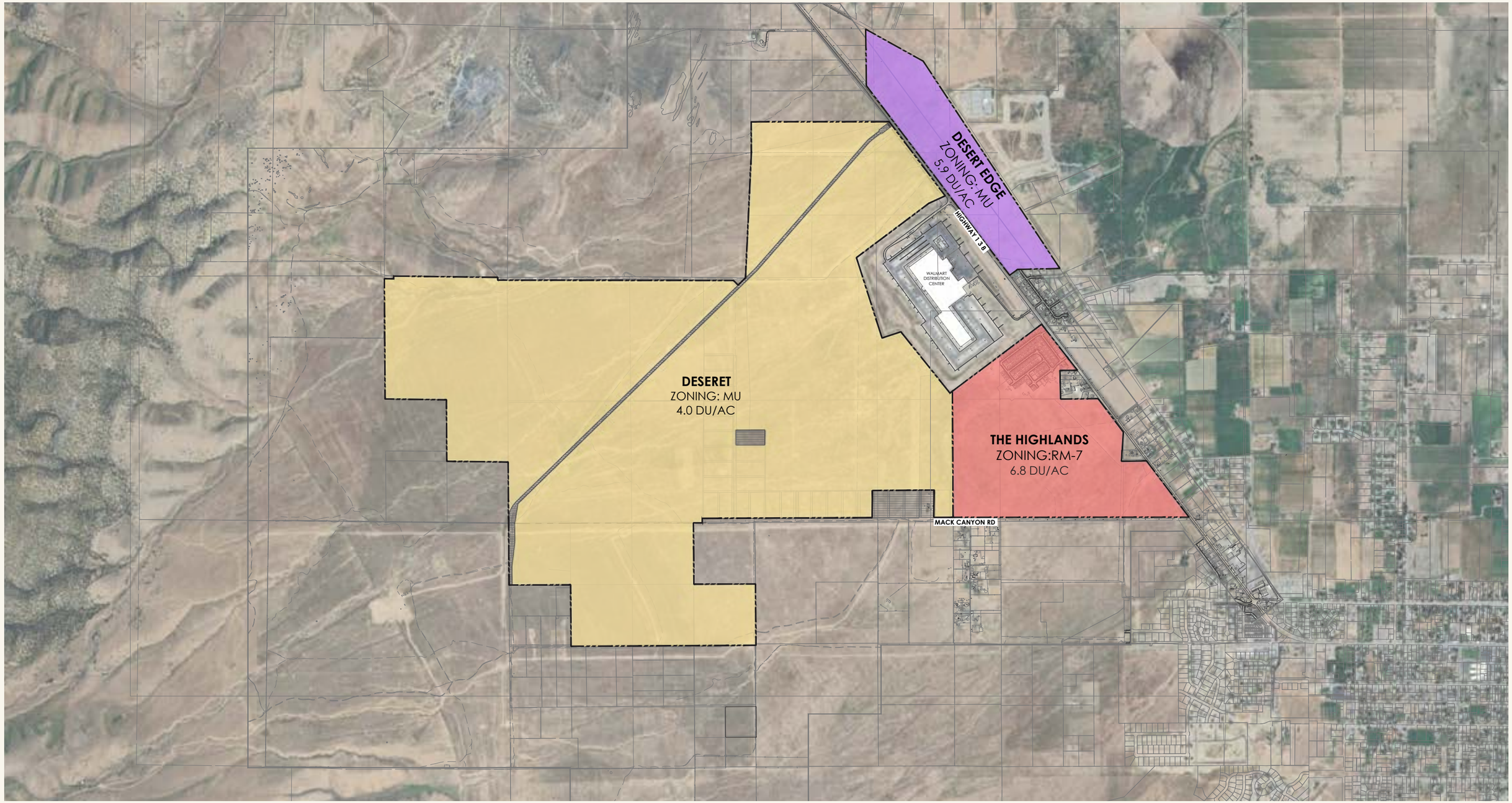

DESERET
AT GRANTSVILLE

SURROUNDING DEVELOPMENTS

DENSITY EXHIBIT

February 20, 2025
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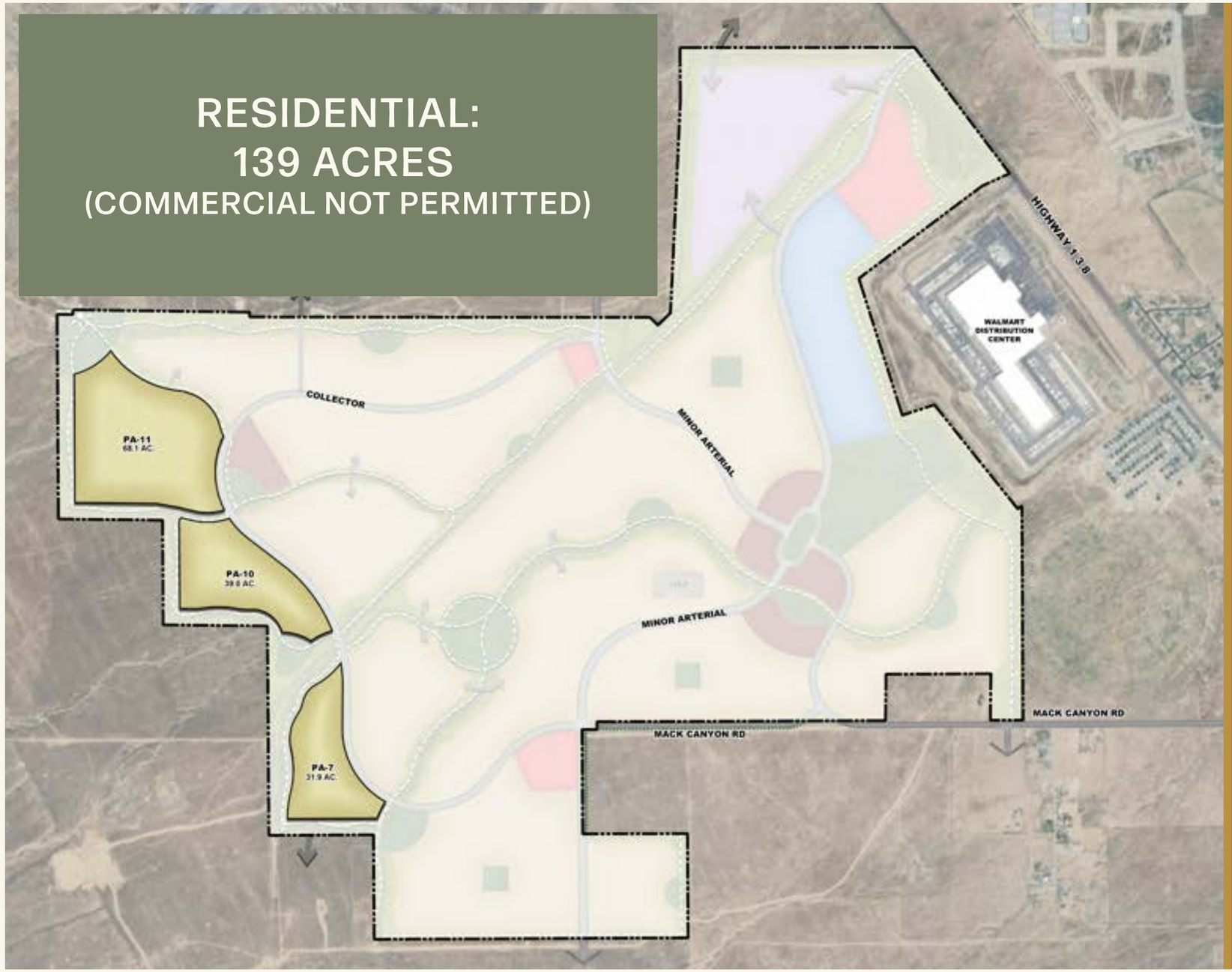
Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

RESIDENTIAL:
139 ACRES
(COMMERCIAL NOT PERMITTED)



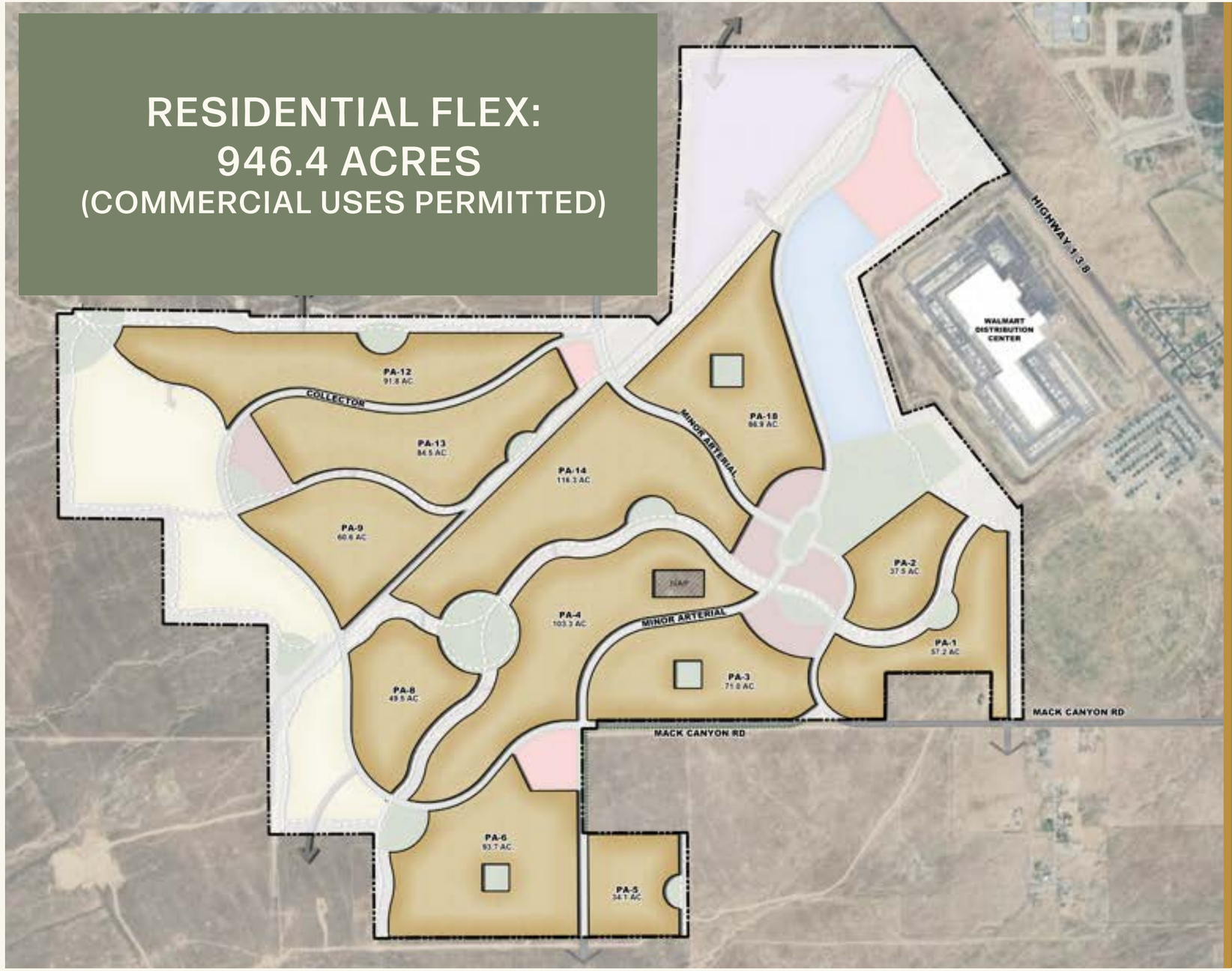
DESERET
AT GRANTSVILLE

RESIDENTIAL
SITE PLAN

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

RESIDENTIAL FLEX:
946.4 ACRES
(COMMERCIAL USES PERMITTED)



SINGLE FAMILY DETACHED

TOWN HOME - FRONT LOADED

NEIGHBORHOOD RETAIL

DESERET
AT GRANTSVILLE

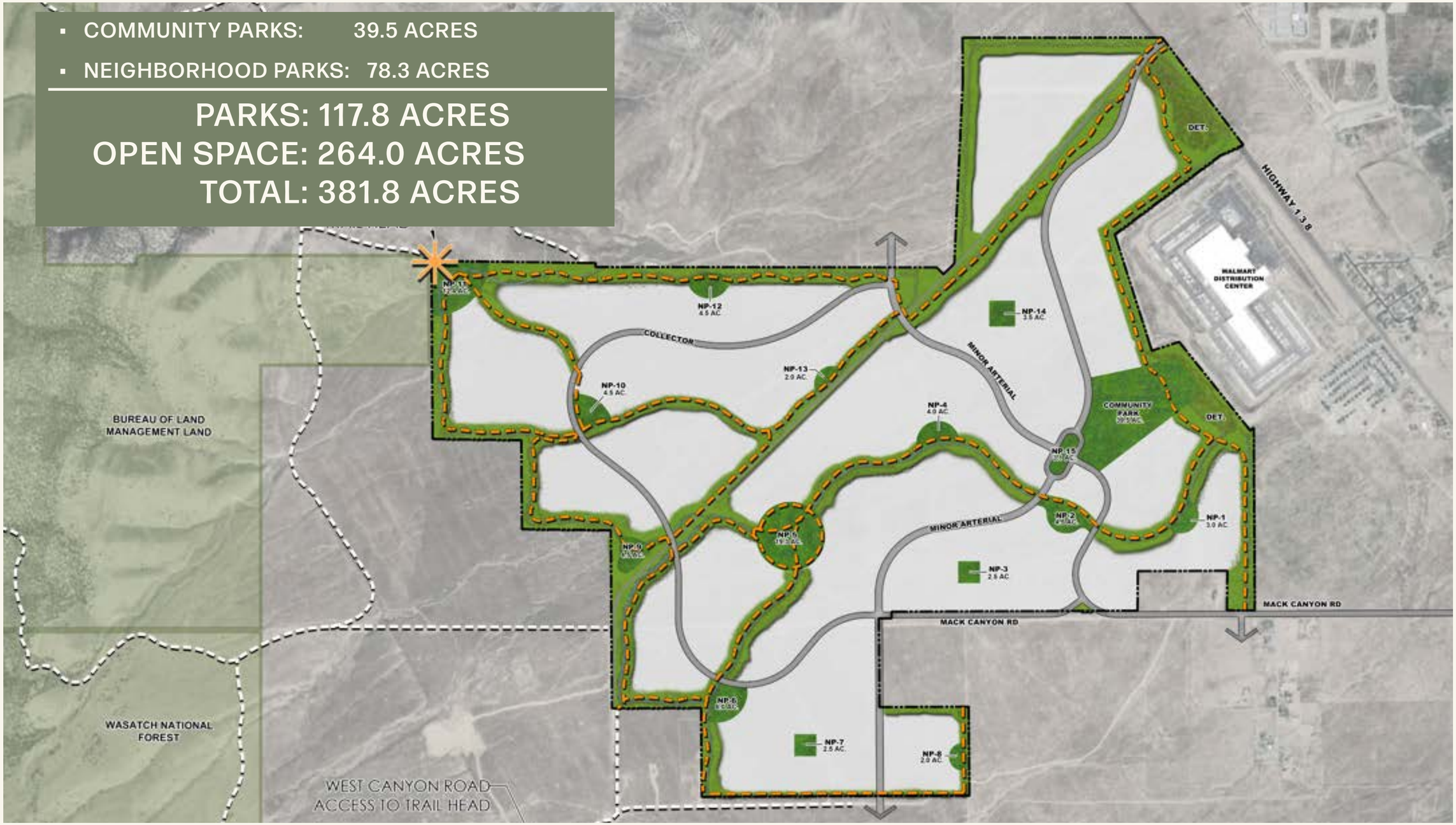
RESIDENTIAL FLEX
SITE PLAN

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

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



DESERET
AT GRANTSVILLE

PARKS, TRAILS & OPEN SPACE

SITE PLAN

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

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PLAN IS CONCEPTUAL

SPORTS COMPLEX

COMMUNITY SPACE WITH OPEN TURF

CENTRALIZED AMENITY HUB

DESERET
AT GRANTSVILLE

COMMUNITY PARK (40 ac.)

ENLARGEMENT

February 20, 2025
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DESERET
AT GRANTSVILLE

NEIGHBORHOOD PARK (3.5 ac.)

ENLARGEMENT

February 20, 2025
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Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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) X 4 ACRES = 98.0 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.

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RENDERING IS CONCEPTUAL

DESERET
AT GRANTSVILLE

TOWN GREEN
RENDERING

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

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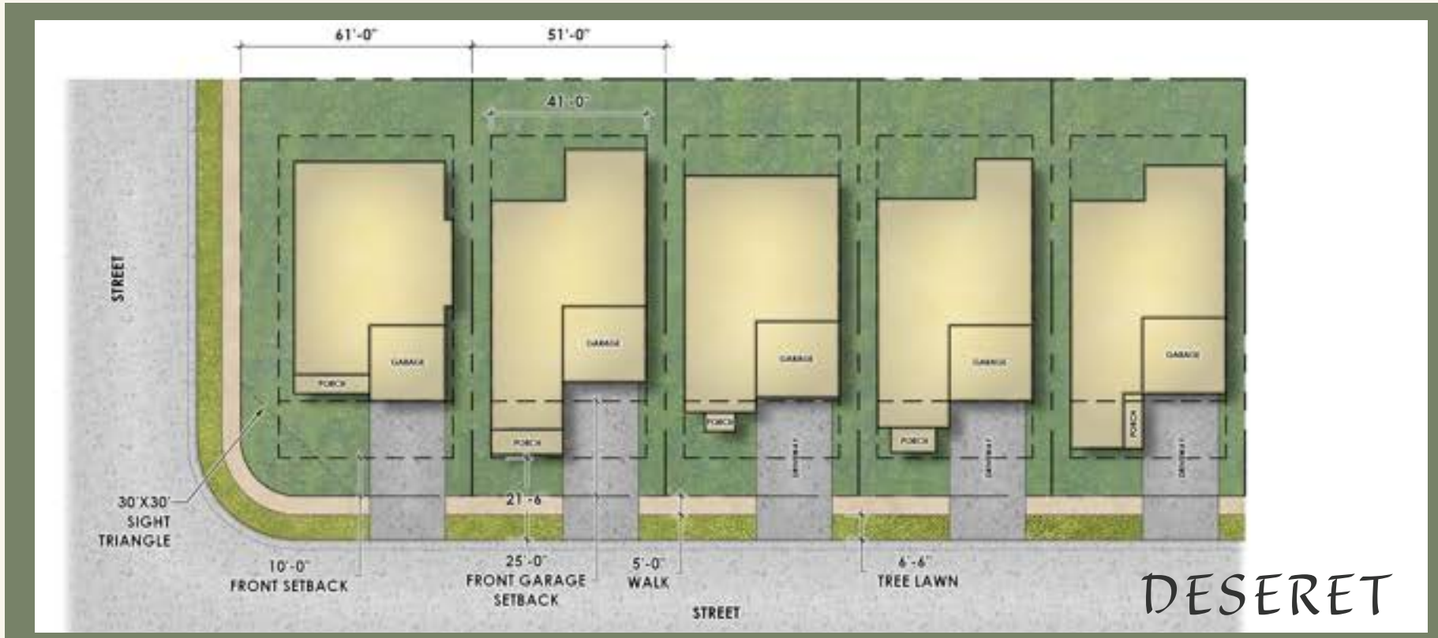

SINGLE FAMILY ATTACHED (TOWNHOMES)

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)

DESERET
AT GRANTSVILLE

DEVIATIONS

FRONT SETBACKS

February 20, 2025

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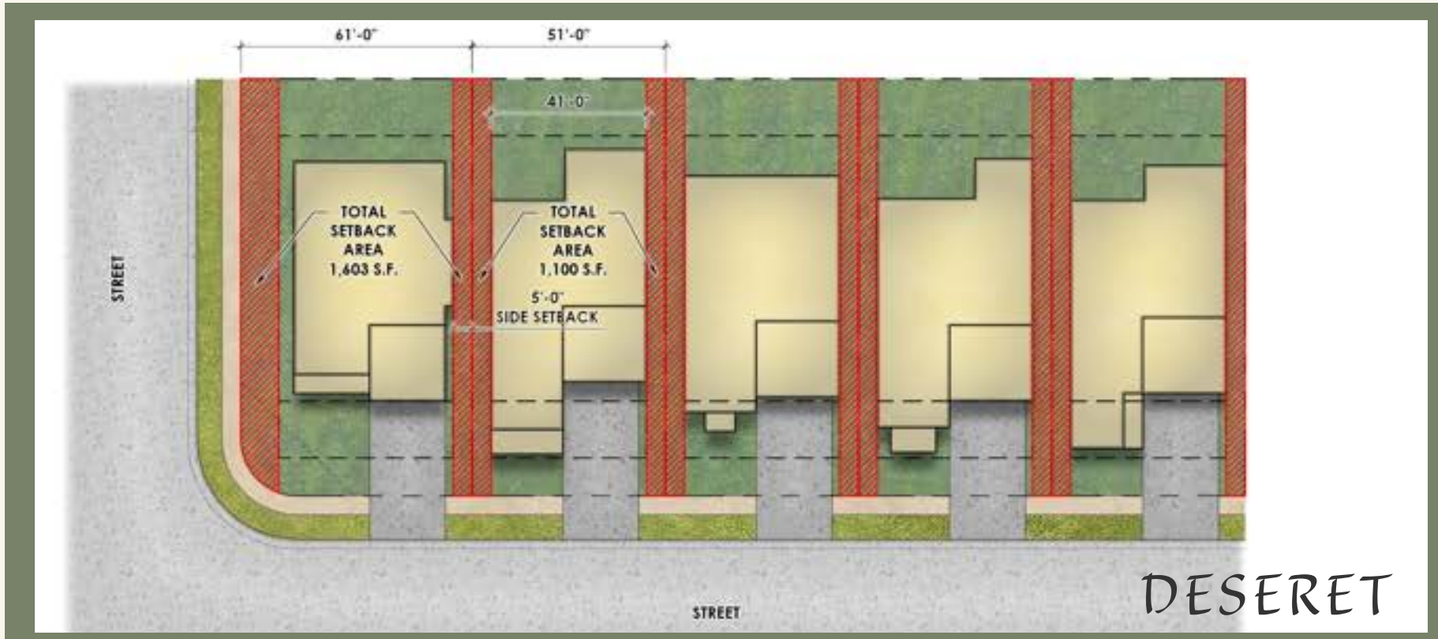


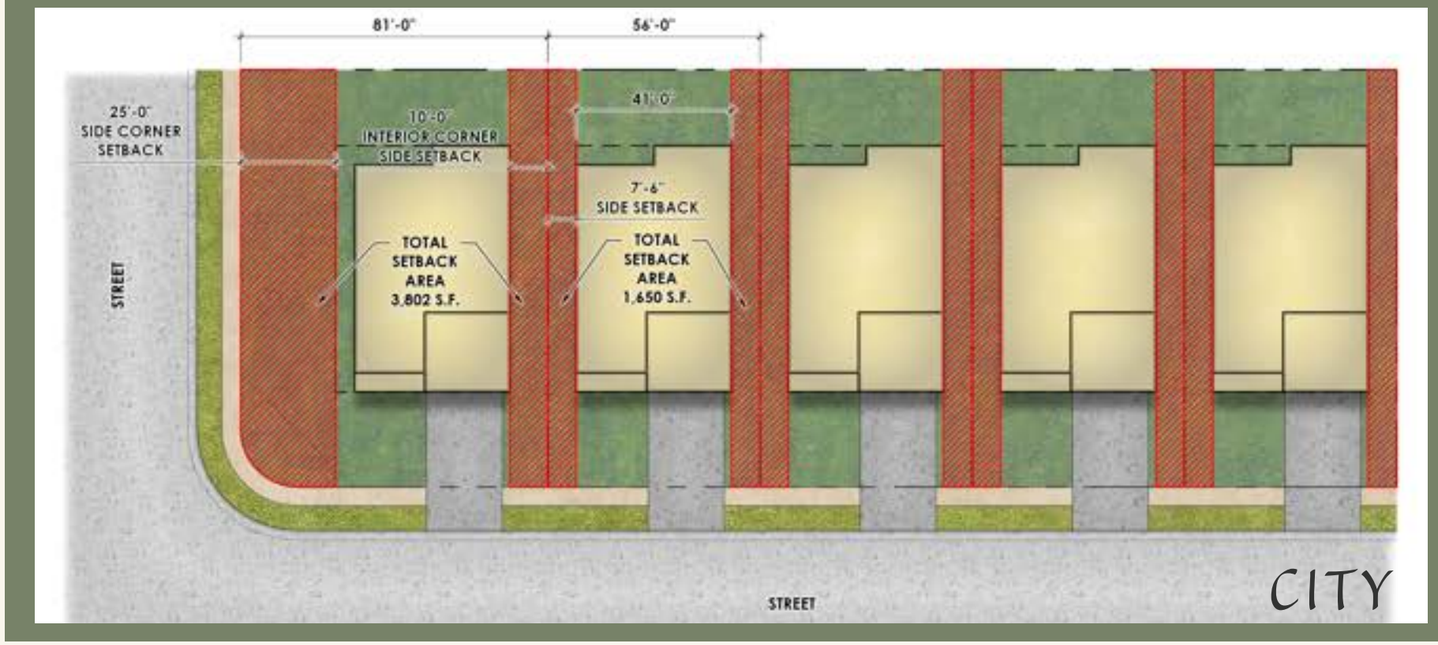
DESERET

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)



CITY

SINGLE FAMILY DETACHED

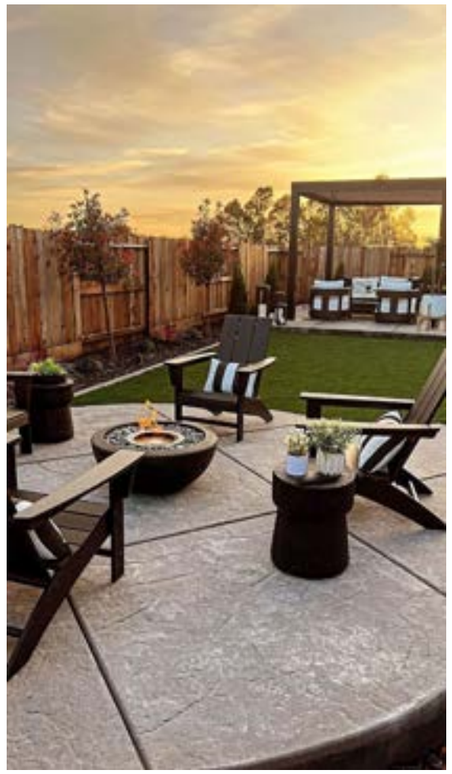
CITY STANDARD	DESERET STANDARD
7.5 FEET	5 FEET (FRONT LOADED) 5 FEET (ALLEY LOADED)

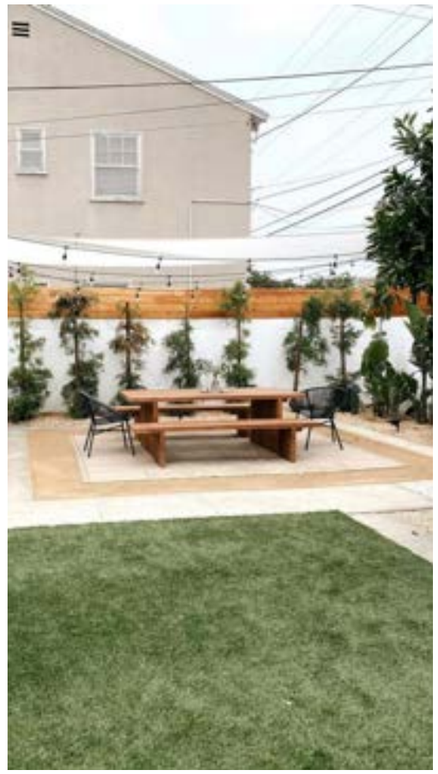
DESERET
AT GRANTSVILLE

DEVIATIONS

SIDE SETBACKS

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD





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)

DESERET
AT GRANTSVILLE

DEVIATIONS

REAR SETBACKS

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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)

DESERET
AT GRANTSVILLE

DEVIATIONS

LOT SIZES

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

RENDERING IS CONCEPTUAL

PHASE DEVELOPMENT

CITY STANDARD	DESERET STANDARD
▪ 50 LOTS PER FILING	▪ 200 LOTS PER FILING
▪ SUBSEQUENT FILINGS ONLY WHEN 70% BUILT	▪ 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	▪ 5 FOOT FRONT OR AS APPROVED BY UTILITY PROVIDER
▪ 7.5 FOOT SIDE AND REAR	▪ 5 FOOT SIDE, ONLY IF NEEDED FOR UTILITY CONNECTIONS

DESERET
AT GRANTSVILLE

DEVIATIONS

SUBDIVISION

February 20, 2025

Renderings, concepts, and plans may vary and are subject to change without notice.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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	

DESERET
AT GRANTSVILLE

DEVIATIONS
SUBDIVISION

February 20, 2025
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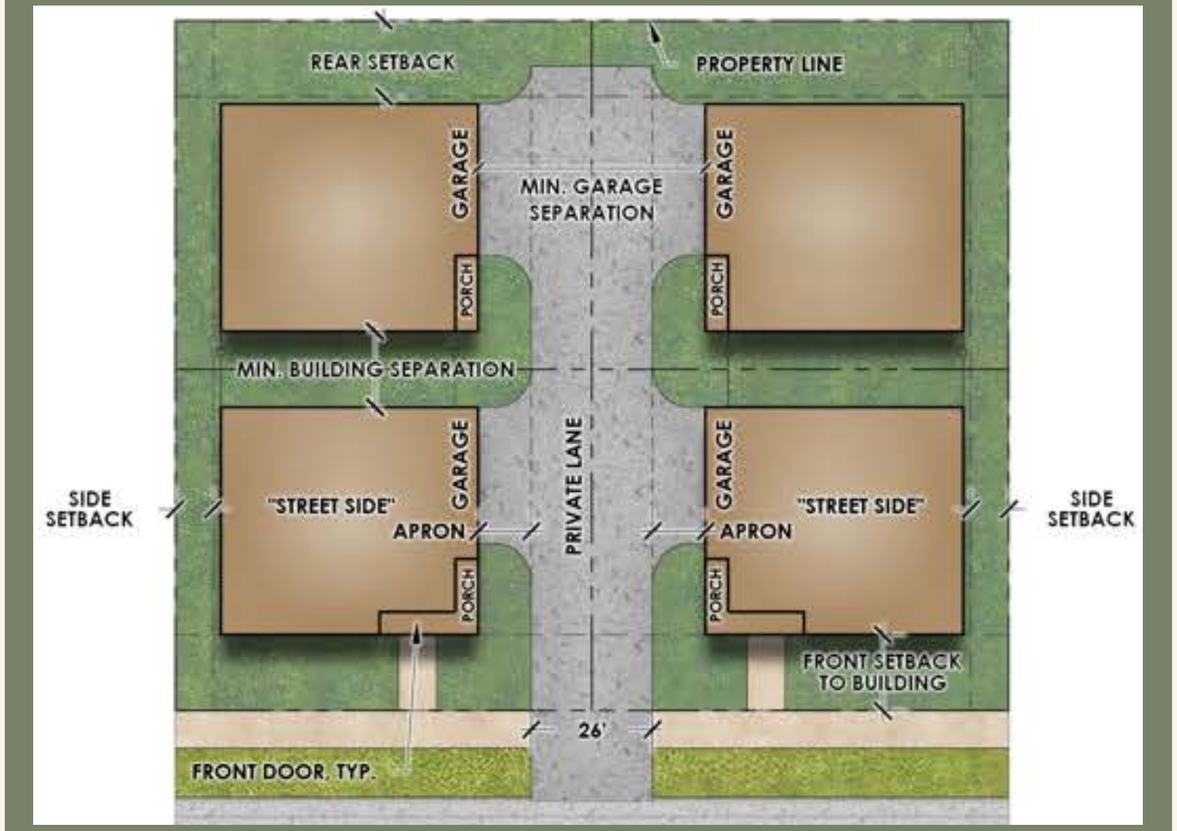
Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD



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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

RENDERING IS CONCEPTUAL

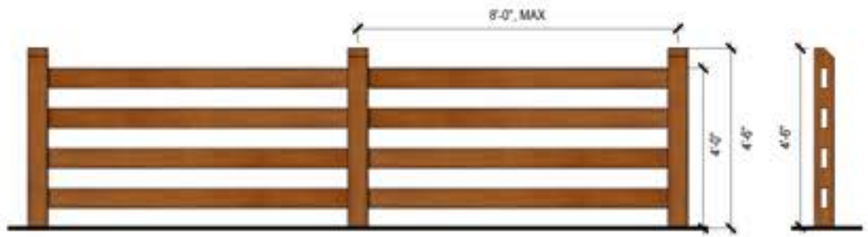
CODE COMPLIANT

- 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

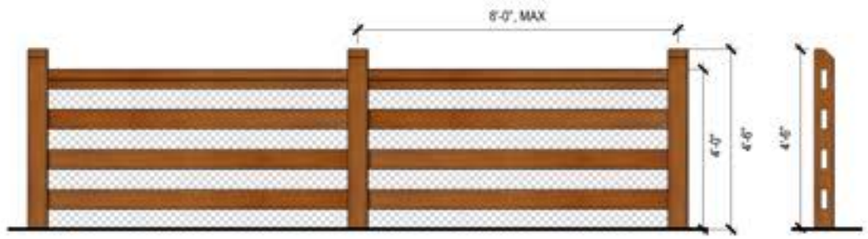
Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

FENCING

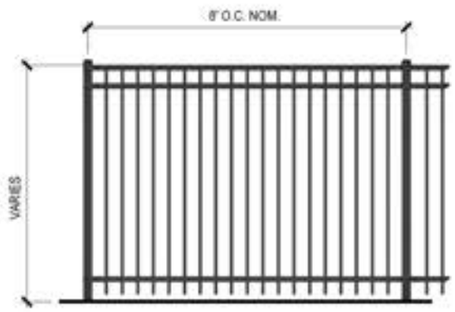
- CITY STANDARD
  - MATERIALS: NONE
  - STYLE: NONE
- DESERET STANDARD:
  - MATERIALS: VINYL NOT PERMITTED
  - STYLE: DETAILS INCLUDED FOR CONSISTENCY THROUGHOUT DESERET



4' OPEN RAIL

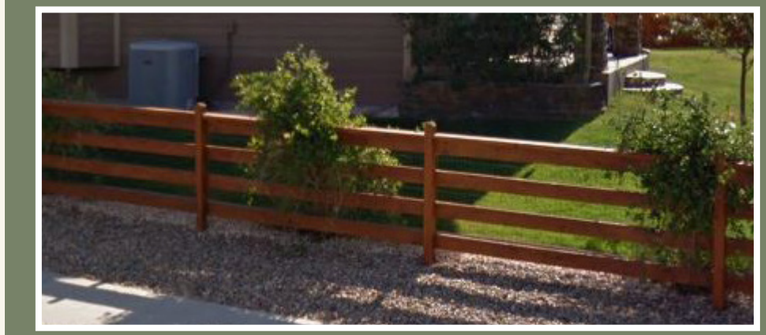


4' OPEN RAIL WITH WIRE MESH



ORNAMENTAL METAL FENCE

6' PRIVACY FENCE



4’ WOOD OPEN RAIL FENCE

6’ SOLID WOOD PRIVACY FENCE

6’ ORNAMENTAL METAL FENCE

DESERET
AT GRANTSVILLE

CODE ENHANCEMENTS

FENCING DESIGN STANDARDS

February 20, 2025
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Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

- 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)

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RENDERING IS CONCEPTUAL

DESERET
AT GRANTSVILLE

LANDSCAPE
RENDERING

February 20, 2025
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Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

DESERET
AT GRANTSVILLE

CODE ENHANCEMENTS

ARCHITECTURE

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

LIGHTING

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

DESERET
AT GRANTSVILLE

CODE ENHANCEMENTS

LIGHTING

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

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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

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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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

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WHERE HERITAGE MEETS HOME

DESERET
AT GRANTSVILLE

THANK YOU!

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

STATE OF UTAH)
) SS:
COUNTY OF TOOELE)

I, Braydee Baugh, 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 2025-28 duly adopted by the City of Grantsville, by the Council thereof at a meeting duly called and held in Grantsville, UT on the 21st of May, 2025 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 a short summary of the ordinance on the Utah Public Notice Website on the 23rd of May, 2025

Publication – Utah Public Notice Website

(S E A L)

DocuSigned by:
Braydee Baugh
9CB64E7D323F486...

Braydee Baugh
City Recorder

GRANTSVILLE CITY
INCORPORATED JAN 12
1867
SEAL

EXHIBIT C

(DZOD Development Concept Plan)

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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**

DESERET
AT GRANTSVILLE

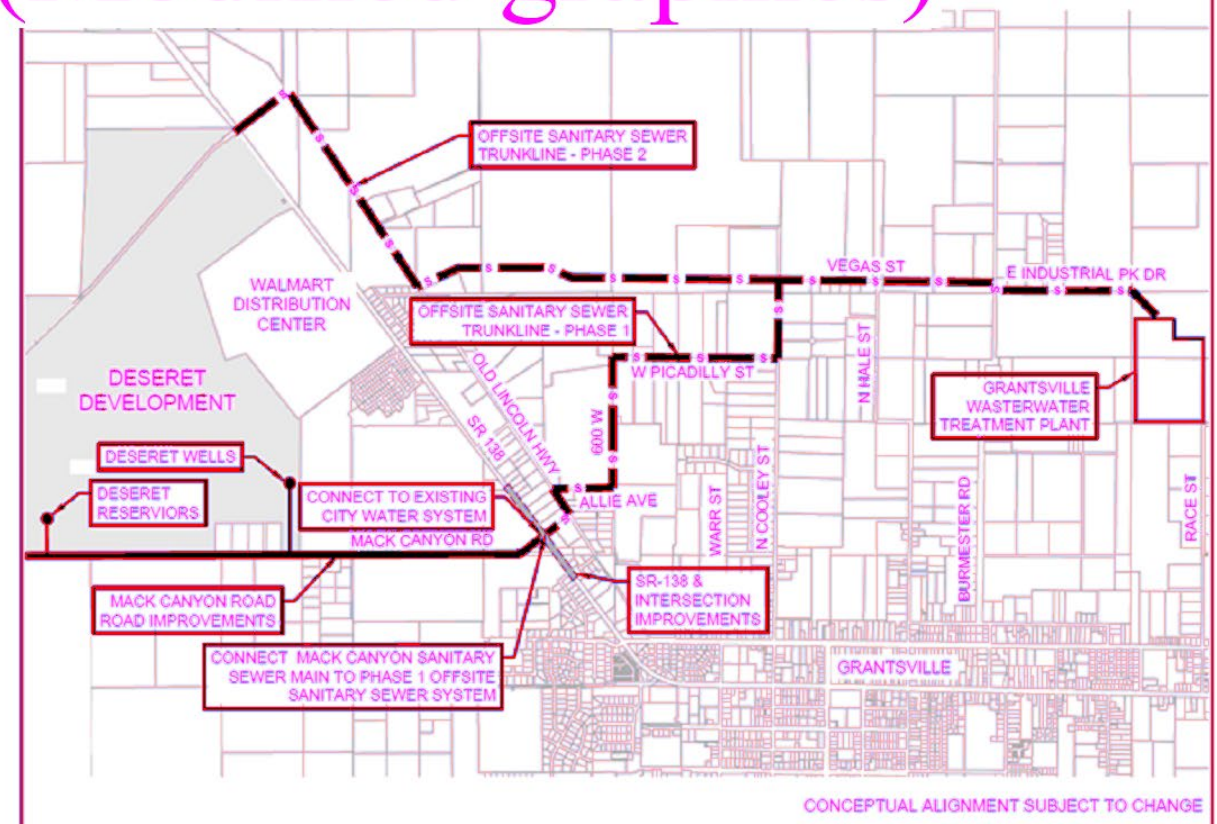
LAND USE PLAN

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

EXHIBIT D

(Depiction of Offsite Improvements)

(Modified graphics)



CONCEPTUAL ALIGNMENT SUBJECT TO CHANGE

N

3000 1500 0

SCALE: 1"=3000'

DRAFT

RICK
8678 CONCORD CENTER DR #200
ENGLEWOOD, CO 80112
303-537-8020
rickengineering.com

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 YELLOWOOD
	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 'BAILEYI'	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, JAPANSES
	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, ROUNDLEAF
	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 'ROUNDABOUT'	SPRUCE, ROUNDABOUT 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, RUFFELED 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, VOODOO
	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.

GRANTSVILLE CITY
RESOLUTION NO. 2026-71

A RESOLUTION OF THE GRANTSVILLE CITY COUNCIL APPROVING A MASTER DEVELOPMENT AGREEMENT WITH VT GRANTSVILLE LAND CO, LLC, FOR THE DESERET SUBDIVISION

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

WHEREAS, Grantsville City has previously approved the Deseret Zoning Overlay District pursuant to Ordinance 2025-28; and

WHEREAS, VT Grantsville Land Co, LLC has proposed a Master Development Agreement ("Agreement") governing the phased development of approximately 1,729 acres within the Deseret Zoning Overlay District; and

WHEREAS, the Agreement is intended to establish the framework for phased development of the Deseret Subdivision, including infrastructure, parks, trails, moderate-income housing, development applications, and other development obligations, while preserving the development review processes applicable to each phase; and

WHEREAS, the Agreement provides for development of up to 6,997 dwelling units, together with nonresidential development permitted by the Deseret Zoning Overlay District, subject to applicable standards and approvals; and

WHEREAS, the Planning Commission reviewed the proposed Agreement and recommended approval, subject to completion and correction of certain exhibits, blanks, references, and other items identified in the Planning Commission Staff Report; and

WHEREAS, the City Council finds that approval of the Agreement, subject to completion of the identified conditions and final legal and technical review, is in the best interests of Grantsville City.

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

Section 1. Approval: The Master Development Agreement between Grantsville City and VT Grantsville Land Co, LLC, for the Deseret Subdivision is hereby approved, subject to completion of the Agreement and its exhibits, correction of identified drafting and cross-reference issues, completion of all required information and signature blocks, and final review and approval by the City Attorney, City Engineer, Public Works Director, and other applicable City staff.

Section 2. Authorization: The Mayor and City staff are authorized to execute the Agreement and take any reasonable steps necessary to carry out the purposes of this Resolution,

provided that any material modification to the Agreement requiring City Council approval shall be presented to the City Council for consideration.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 21ST DAY OF OCTOBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Heidi Hammond

ATTEST

_____
Alicia Fairbourne, City Recorder

EXHIBIT “A”

Master Development Agreement for Deseret Development

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 "upsize" 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

STATE OF COLORADO)
:ss.
COUNTY OF DOUGLAS)

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:

_____
City Attorney

Attest:

_____
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)

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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:
Braydee Baugh
9CB04E7D323F480...
Grantsville City Recorder

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

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

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

By Mayor Neil Critchlow

DocuSigned by:
31473306108F4DF...

ATTEST

DocuSigned by:
Braydee Baugh
9CB64E7D323F486...

Braydee Baugh, City Recorder

Approved as to Form:

Signed by:
Tysen Barker
F6489758F096404...

Tysen J. Barker, Grantsville City Attorney

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Exhibit “A”

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

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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

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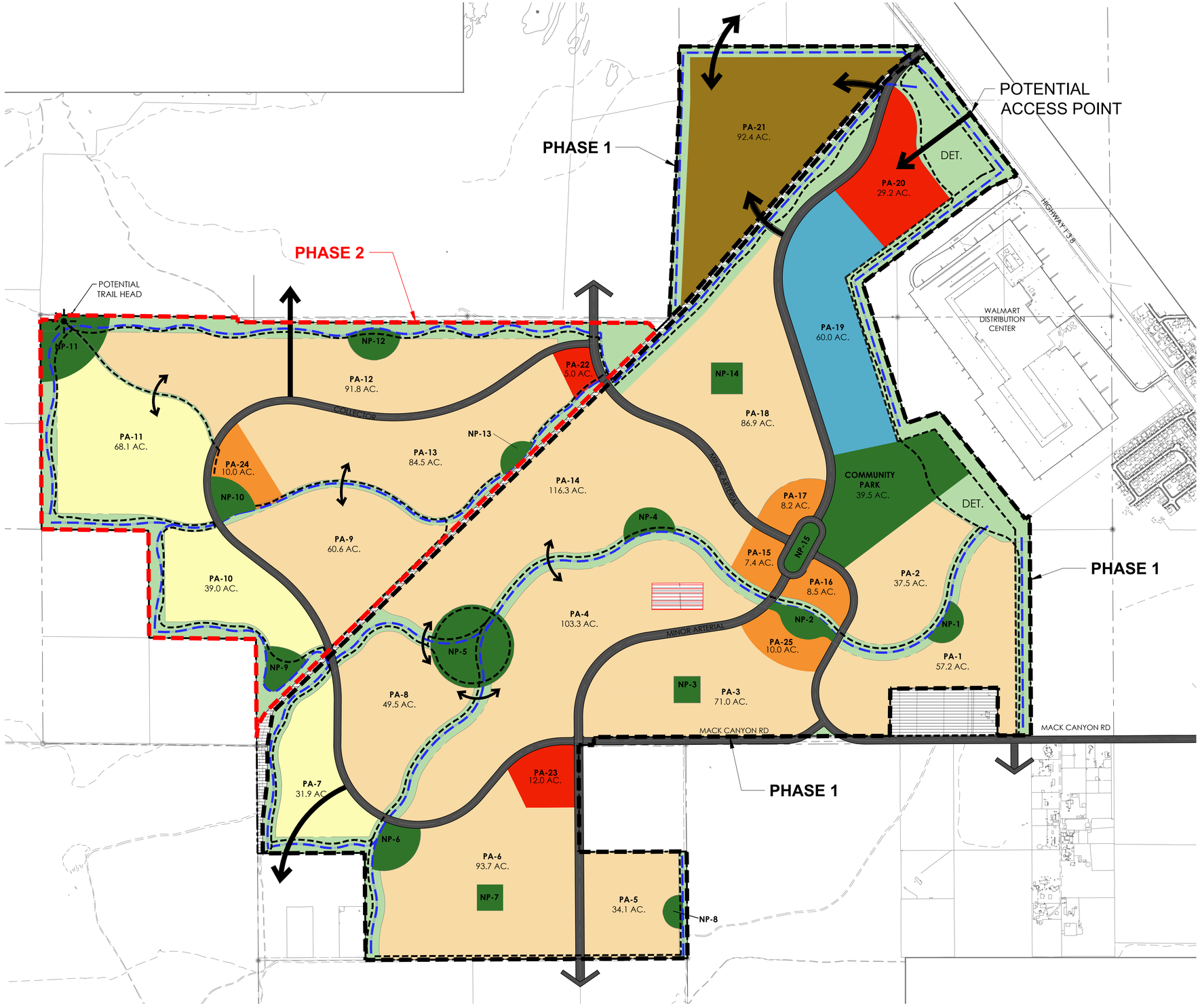

LAND USE SUMMARY PHASE 1			
LAND USE CATEGORY	**AREA (ACRES)**	**PERCENTAGE OF AREA (ACRES)**	**RESIDENTIAL UNITS**
COMMERCIAL GENERAL	41.2	3%	
COMMERCIAL NEIGHBORHOOD	34.1	3%	
COMMERCIAL FLEX	92.4	7%	462
SUBTOTAL	167.7	14%	462
RESIDENTIAL	31.9	3%	128
RESIDENTIAL FLEX	709.5	57%	4541
SUBTOTAL	741.4	60%	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\CAD\PLANNING\DWG DESERET - LAND USE PLAN.DWG LAYOUT1:24X36 EXHIBIT LAND

PHASES 1&2 LAND USE PLAN

DESERET

GRANTSVILLE, UT

March 13, 2025

terracina design
URBAN PLANNING | CIVIL ENGINEERING | LANDSCAPE ARCHITECTURE

Scale: 1"= 600'-0"
0 300 600 1200

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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%)

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   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

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

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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

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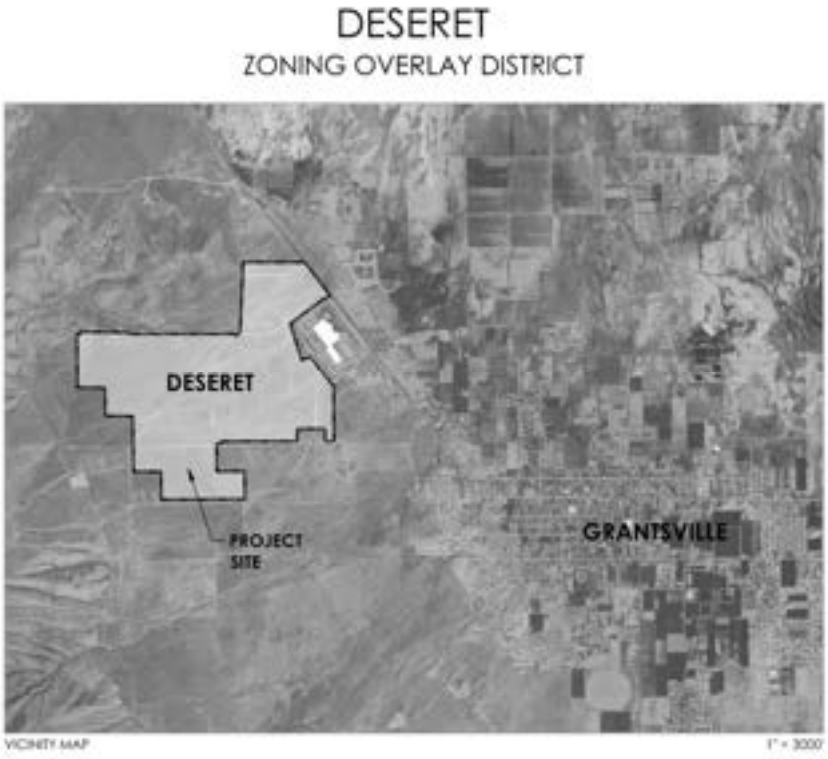
Background:

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 sems 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

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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.

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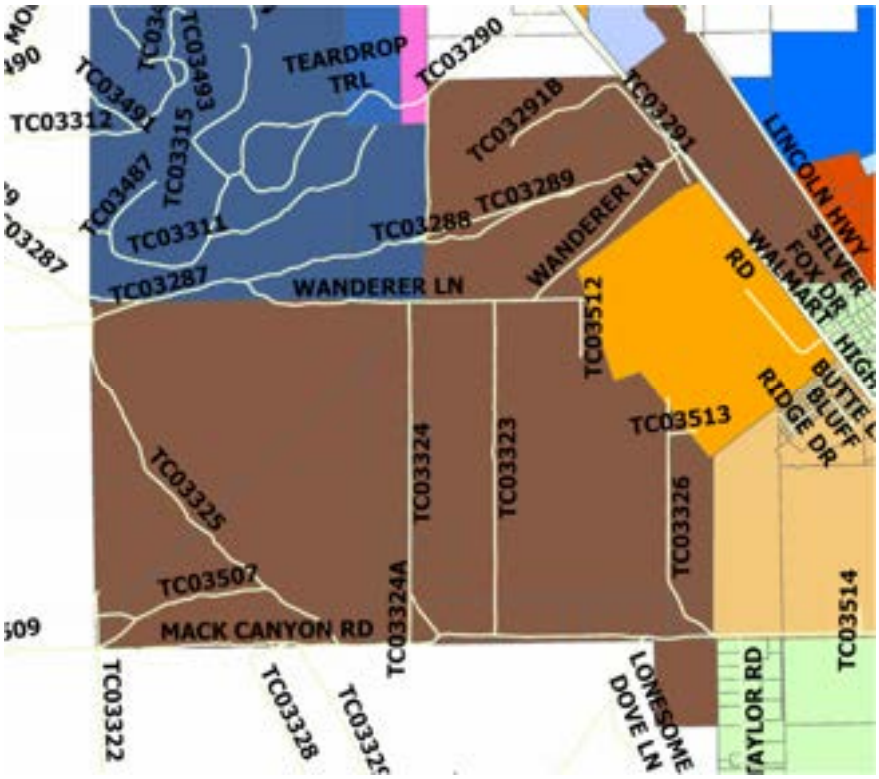
Review Comments:

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

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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 form 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	

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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	5 foot front or as approved by utility providers	
	7.5 foot side and rear	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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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 pla 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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

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

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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:

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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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

*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

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

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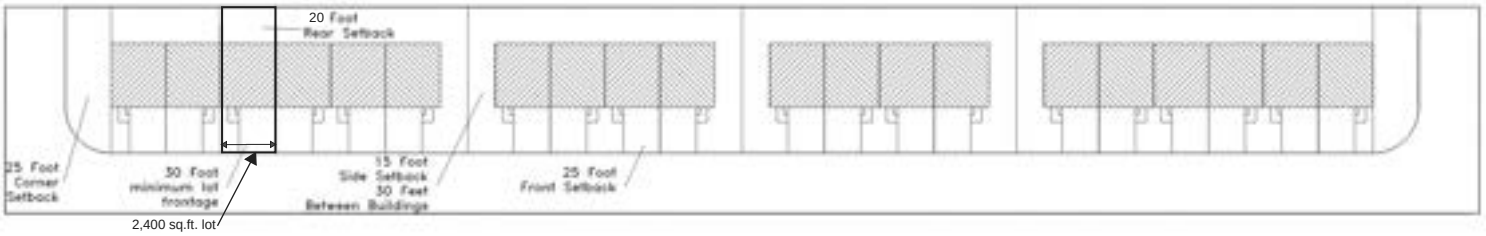
GLUDMC 4.34 townhomes 2,400 sq.ft. lots includes 30 foot width, 25 foot front set back, 20 foot rear setback, and dwelling footprint. (GLUDMC 4.34-2 a,c&d)
$35' \times 50'$ = 1,050 sq.ft. townhomes
91,078 sq.ft. 2.0909 acres Equivalent 9.57 units per acre (this layout, The calculation does not include 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 & Grantsville Standard Residential Street Cross Section)



GLUDMC 19a.3 Mixed Use District Single Family Lots 4,000 sq.ft. Min. 50 foot frontage width.
86,936.9116 sq.ft. 1.9958 acres Equivalent approx7.0 units per acre (this layout, The calculation does not include required: 10% open space or storm water basin)
33 foot half width residential street (30,956.9116 sq.ft. 0.7102 acres) 703.35 foot long block (GLUDMC 21.6.3-3 & Grantsville 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 (31,574.778 sq.ft. 0.7249 acres) 682.68 foot long block (GLUDMC 21.6.3-3 & Grantsville Standard Residential Street Cross Section)

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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	

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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	200 lots per filing	
	subsequent filiings 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	
	7.5 foot side and rear	5 foot side, only if needed for utility connections	

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

DESERET
ZONING OVERLAY DISTRICT

AUTHORITY

THIS ZONING OVERLAY DISTRICT IS AUTHORIZED BY SECTION 3.16 OF THE LAND USE DEVELOPMENT AND MANAGEMENT CODE OF THE CITY OF GRANTSVILLE PURSUANT TO THE UTAH CODE TITLE 10-9A-501 AND SUCH OTHER AUTHORITIES AND PROVISIONS OF THE UTAH CODE ANNOTATED AND LAW THAT ARE RELEVANT AND APPROPRIATE.

LEGAL DESCRIPTION

THE BASIS OF BEARING FOR THIS SURVEY IS THE LINE BETWEEN THE FOUND MONUMENT AT THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, WHICH BEARS NORTH 89°04'40" EAST 2514.34 FEET.

PARCEL 1:

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. (TAX PARCEL NO. 05-081-0-0010)

PARCEL 2:

THE NORTH HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN. (TAX PARCEL NO. 01-120-0-0010) EXCEPTING THEREFROM THE EAST 877.5 FEET.

PARCEL 3:

THE SOUTH HALF OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN. (TAX PARCEL NO. 01-120-0-0006) EXCEPTING THEREFROM THE EAST 877.5 FEET.

PARCEL 4:

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. (TAX PARCEL NO. 05-082-0-0037)

PARCEL 5:

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 (TAX PARCEL NO. 05-082-0-0027)

PARCEL 6:

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN (TAX PARCEL NO. 05-082-0-0033)

PARCEL 7:

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 335.9 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. (TAX PARCEL NO. 01-120-0-0009)

LESS AND EXCEPTING ANY PORTIONS 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

PARCEL 8:

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 2522.7 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 TO VALLEY RANCHES SUBDIVISION BOUNDARY LINE OF SAID SUBDIVISION, THENCE SOUTH 89°10'00" WEST 3990.00 FEET, THENCE NORTH 1310.4 FEET, THENCE SOUTH 89°10'10"00 WEST 354.38 FEET MORE OR LESS TO WEST LINE OF SECTION 27, THENCE NORTH 02°13'09" WEST 3320.41 FEET TO THE POINT OF BEGINNING. (TAX PARCEL NO. 01-063-0006)

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

PARCEL 9:

THE WEST ½ OF THE SOUTHWEST 1/4, THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 (LESS 5.12 AC TO GRANTSVILLE CITY) NORTHEAST 1/4 OF THE SOUTHWEST ¼ , SOUTH ½ OF THE NORTHWEST ¼ 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 FEET, THENCE EAST TO THE WEST BOUNDARY LINE OF HIGHWAY 138, THENCE SOUTHEASTERLY ALONG THE WEST BOUNDARY LINE OF HIGHWAY TO A POINT DIRECTLY EAST OF THE POINT OF BEGINNING, THENCE WEST TO THE POINT OF BEGINNING. (TAX PARCEL NO. 01-115-0-0025)

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

PARCEL 10:

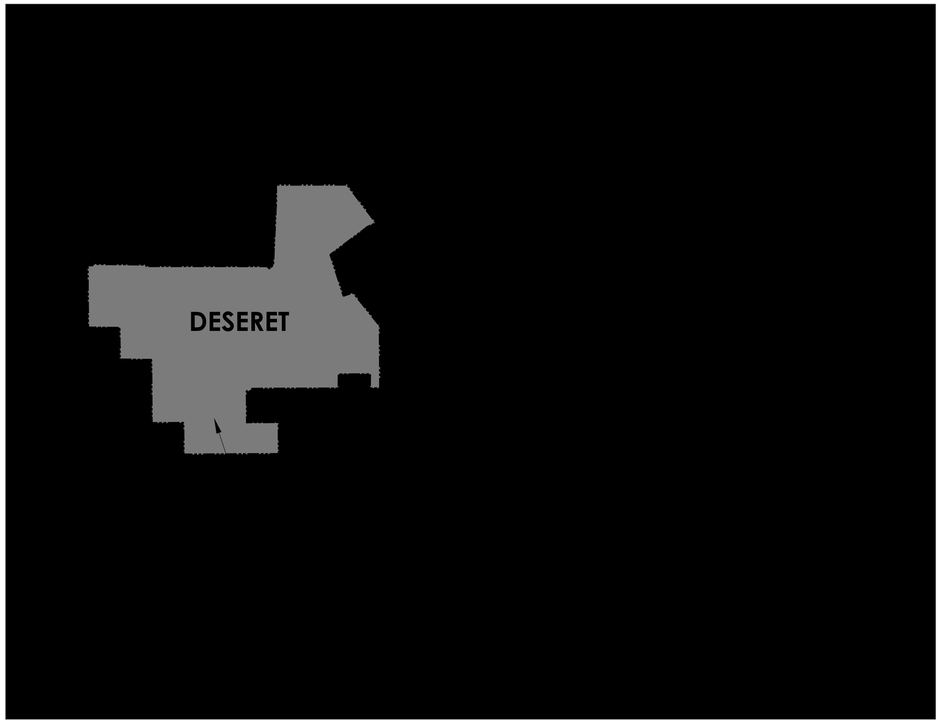
BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SALT LAKE BASE & MERIDIAN, RUNNING THENCE EAST 1320 FEET; THENCE SOUTH 1320 FEET; THENCE EAST 297 FEET; THENCE SOUTH 2203.27 FEET, THENCE SOUTH 65°32'07" WEST 484.95 FEET, THENCE SOUTH 53°07'50" WEST 1421.52 FEET, THENCE 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. (TAX PARCEL NO. 01-115-0-0021)
LESS AND EXCEPTING ANY PORTIONS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED DECEMBER 10, 2020 AS ENTRY NO. 529338

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.

PARCEL 11:

LOTS 1, 6 THROUGH 25, 126 THROUGH 128 VALLEY RANCHES SUBDIVISION. (TAX PARCEL NO. 10-036-0-0001, 10-036-0-0006 THROUGH 10-036-0-0010, 10-037-0-0011 THROUGH 10-037-0-0023; 10-039-0-0024,10-039-0-0025)



VICINITY MAP 1" = 3000'

CITY CERTIFICATION

THIS ZONING OVERLAY DISTRICT REQUEST HAS BEEN REVIEWED AND FOUND TO BE COMPLETE AND IN ACCORDANCE WITH THE LAND USE DEVELOPMENT AND MANAGEMENT CODE OF THE CITY OF GRANTSVILLE.

_____ _____ _____
MAYOR, CITY OF GRANTSVILLE DATE

_____ _____ _____
CITY CLERK (ATTEST) DATE

CLERK AND RECORDER CERTIFICATION

STATE OF UTAH)
) SS.
COUNTY OF TOOELE)

I HEREBY CERTIFY THAT THIS PLAN WAS FILED IN MY OFFICE ON THIS _____ DAY OF _____ , 20____ A.D. AT _____ O'CLOCK AM/PM AND WAS RECORDED PER RECEPTION

NO. _____ .

_____
TOOELE COUNTY CLERK AND RECORDER

DEVELOPMENT PHASING

PHASING WILL OCCUR IN A LOGICAL AND COST EFFECTIVE MANNER BASED ON INFRASTRUCTURE EXTENSION, AVAILABILITY OF UTILITY SERVICE, AND MARKET CONDITIONS. THE PROJECT WILL BE BUILT IN MULTIPLE PHASES, AS CONDITIONS DICTATE. THE FINAL PLATTING OF SUBDIVISIONS MAY INCLUDE UP TO 200 LOTS IN EACH PHASE. A MAXIMUM OF THREE PLATS OR 600 LOTS MAY BE IN REVIEW AT ANY ONE TIME.

RELATIONSHIP TO CITY REGULATIONS

THE PROVISIONS OF THIS ZONING OVERLAY DISTRICT SHALL PREVAIL AND GOVERN DEVELOPMENT TO THE EXTENT PERMITTED BY THE CITY OF GRANTSVILLE MUNICIPAL CODE. WHERE STANDARDS, DETAILS, AND GUIDELINES OF THE ZONING OVERLAY DISTRICT DO NOT CLEARLY ADDRESS A SPECIFIC SUBJECT OR ARE SILENT, THE CITY OF GRANTSVILLE MUNICIPAL CODE AND OTHER STANDARDS, REGULATIONS, AND GUIDELINES SHALL BE USED. ALL PROPOSED DEVELOPMENT IS SUBJECT TO CITY OF GRANTSVILLE REVIEW PROCEDURES.

OWNERSHIP CERTIFICATION

FIDELITY NATIONAL TITLE COMPANY, A QUALIFIED TITLE COMPANY, DULY LICENSED BY THE STATE OF UTAH, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE OF ALL LANDS DEPICTED AND DESCRIBED HEREON AND THAT TITLE TO SUCH LAND IS OWNED IN FEE SIMPLE BY VT GRANTSVILLE LAND CO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

FIDELITY NATIONAL TITLE COMPANY

BY: _____ DATE: _____

STATE OF UTAH)
) SS.
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ , 20_____

BY _____ , AS _____ OF FIDELITY NATIONAL TITLE COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

OWNER SIGNATURE

VT GRANTSVILLE LAND CO, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS MANAGER

BY: _____

NAME: _____ ,
TITLE: MANAGER

STATE OF _____
) SS.
COUNTY OF _____

_____ THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS DAY OF _____ , 20_____

BY _____ , AS MANAGER OF VT GRANTSVILLE HOLD CO, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

OWNER/APPLICANT

VT GRANTSVILLE LAND CO, LLC
8678 CONCORD CENTER DR. SUITE 200
ENGLEWOOD, COLORADO 80112
CONTACT: TOM CLARK, VENTANA CAPITAL
PHONE: 303-346-7006
EMAIL: tclark@ventanacap.com

PLANNER

TERRACINA DESIGN
10200 E GIRARD AVENUE SUITE A-314
DENVER, COLORADO 80231
CONTACT: LAYLA ROSALES
PHONE: 303-632-8867
EMAIL: lrosales@terracinadesign.com

ENGINEER

RICK
8678 CONCORD CENTER DR. SUITE 200
ENGLEWOOD, COLORADO 80112
CONTACT: ROB FITCH, PE
PHONE: 303-537-8020
EMAIL: rfitch@rickengineering.com

SHEET INDEX

1	COVER
2	EXISTING CONDITIONS
3	ZONING PLAN
4	LAND USE PLAN
5	LAND USE MATRIX
6-11	DEVELOPMENT STANDARDS
12	OPEN SPACE & TRAILS PLAN
13	CIRCULATION PLAN
14-15	STREET SECTIONS
16-17	DESIGN STANDARDS

terracina design
10200 E. Girard Ave, A-314
Denver, CO 80231
ph:+303.632.8867

RICK

PROJECT NAME

DESERET
GRANTSVILLE, UTAH

ZONING OVERLAY DISTRICT

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

SHEET TITLE

COVER

SHEET NUMBER

1

SHEET 1 OF 17

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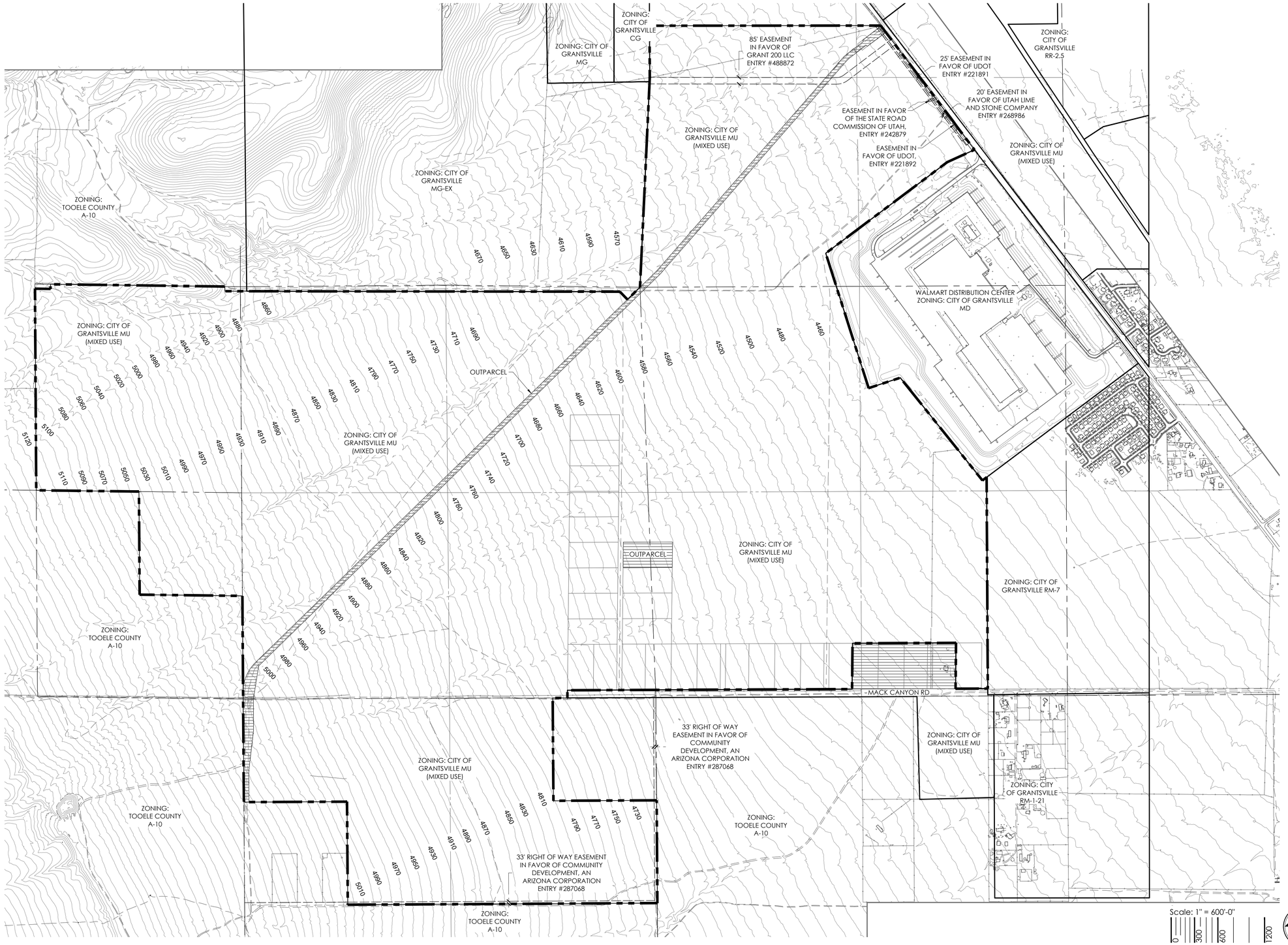
DESERET
ZONING OVERLAY DISTRICT



LEGEND

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

Scale: 1" = 600'-0"

0 300 600 1200

N

terracina design
10200 E. Girard Ave, A-314
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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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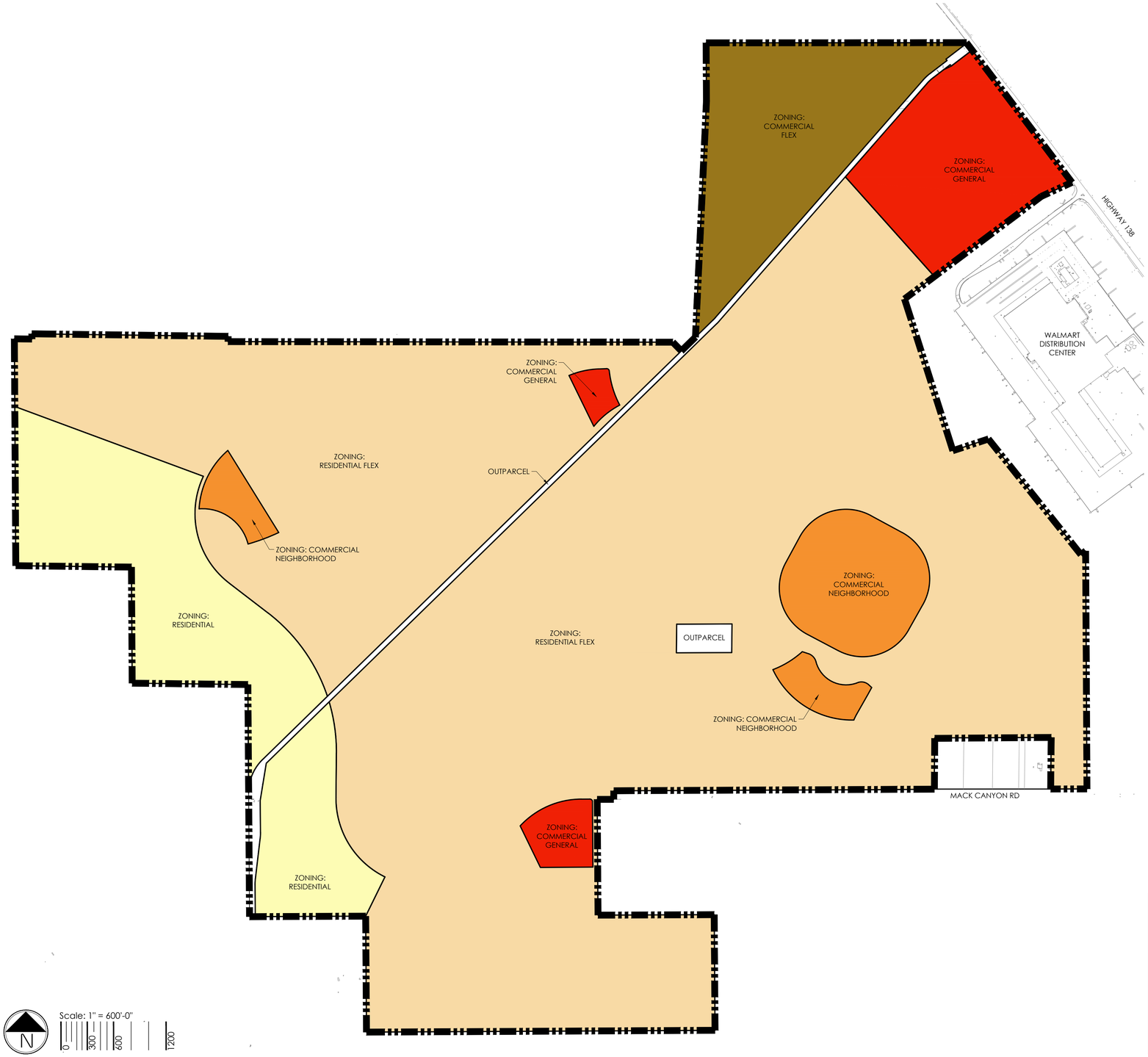
DESERET
ZONING OVERLAY DISTRICT



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%**

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ZONING PLAN

SHEET NUMBER

3

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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:

1. 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.
2. **NO MORE THAN 30 ACRES MAY BE RESIDENTIAL IN PA-21 (COMMERCIAL FLEX).**

LEGEND

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

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%
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%

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LAND USE PLAN

SHEET NUMBER

4

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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

1. 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, PENINED, 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.
2. 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.
3. 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.
4. 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

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SHEET TITLE

LAND USE MATRIX

SHEET NUMBER

5

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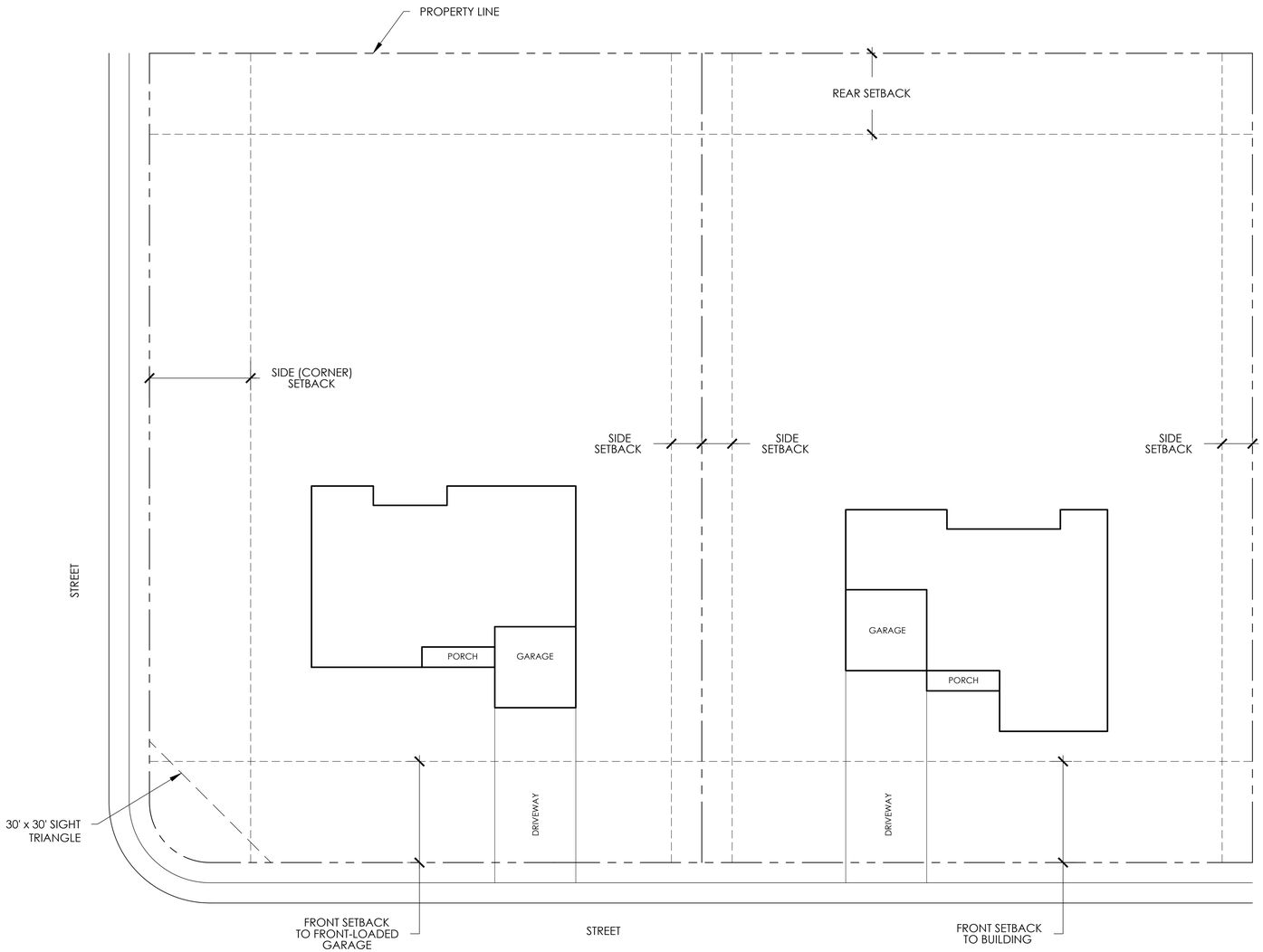
ZONING OVERLAY DISTRICT



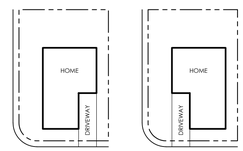
FRONT-LOADED SINGLE FAMILY DETACHED ESTATE DWELLING TYPICAL

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:
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 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.
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.



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

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DEVELOPMENT STANDARDS
SINGLE FAMILY DETACHED ESTATE DWELLINGS

SHEET NUMBER

6

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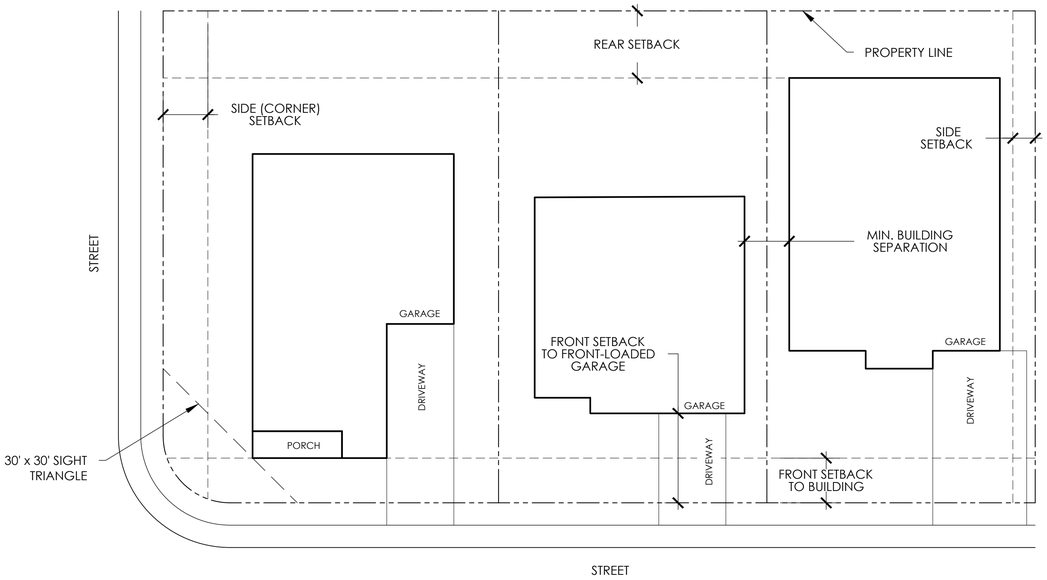
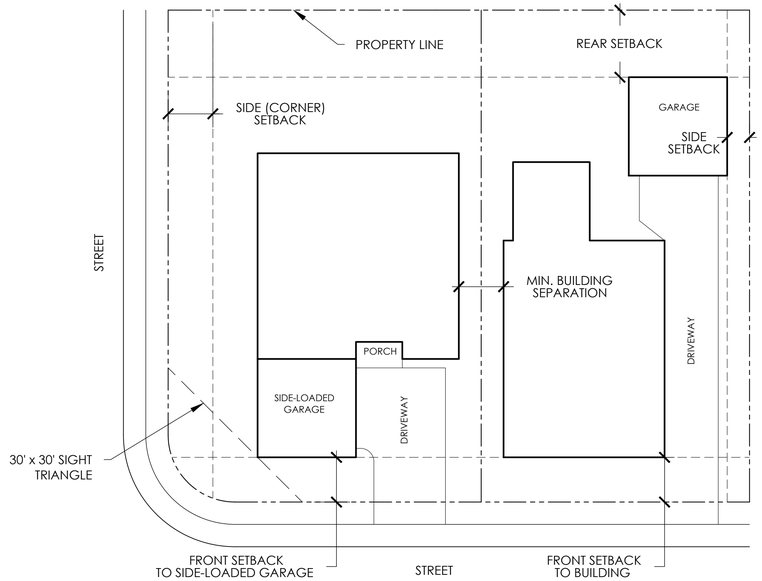


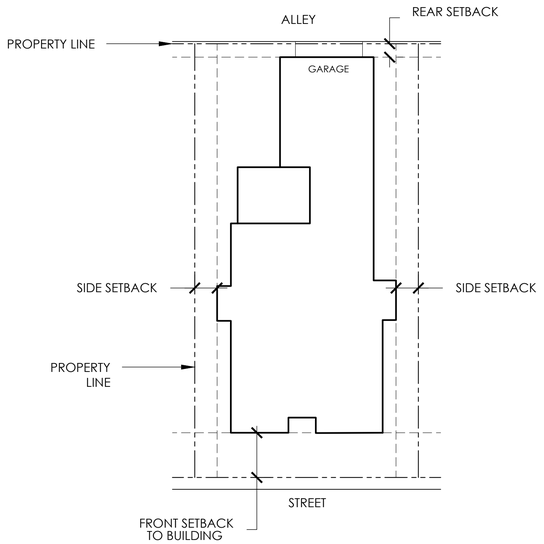
A. FRONT-LOADED SINGLE FAMILY DETACHED DWELLING TYPICAL



A. SIDE AND DETACHED GARAGE SINGLE FAMILY DETACHED DWELLING TYPICAL

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'
SIDE (CORNER) SETBACK (3)	10'
ACCESSORY USE	
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 ENCROACH ON SIGHT TRIANGLE.
4. SETBACK MEANS THE HORIZONTAL DISTANCE BETWEEN ANY FOUNDATION AND THE ESTABLISHED STREET RIGHT-OF-WAY LINE OR PROPERTY LINE.



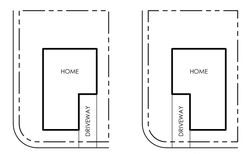
B. ALLEY-LOADED SINGLE FAMILY DETACHED DWELLING TYPICAL

DEVELOPMENT STANDARDS TABLE B	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY DETACHED DWELLING (ALLEY-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	2,400
MINIMUM LOT FRONTAGE / WIDTH	30'
MINIMUM BUILDING WIDTH	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.
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.



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

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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

DEVELOPMENT STANDARDS
SINGLE FAMILY DETACHED DWELLINGS

SHEET NUMBER

7

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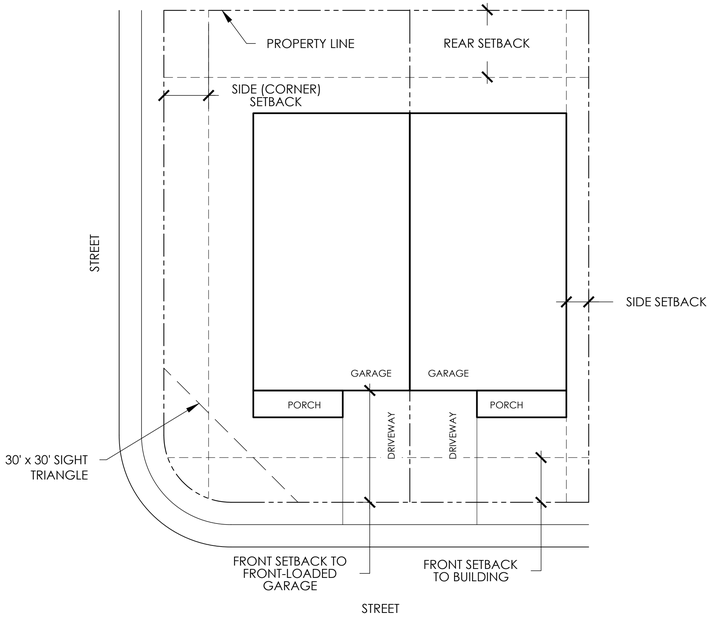
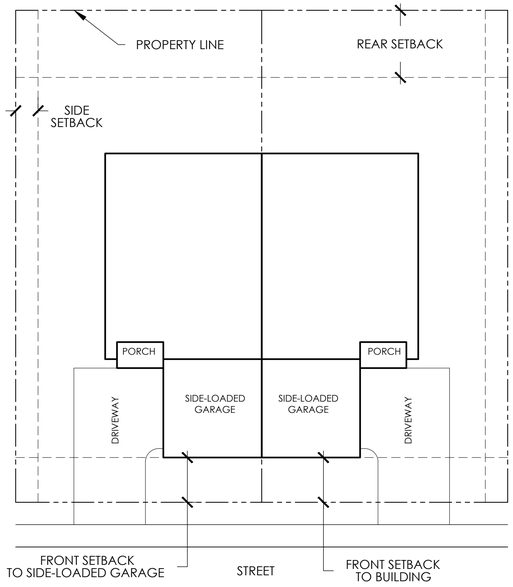
ZONING OVERLAY DISTRICT



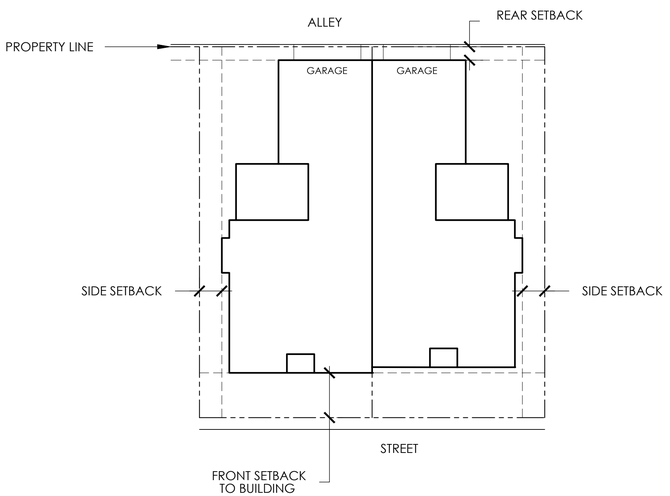
A. TWIN HOME / TWO FAMILY DWELLING (FRONT-LOADED)



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



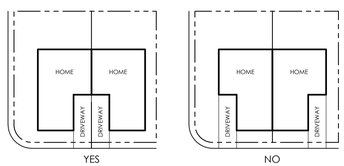
B. TWIN HOME / TWO FAMILY DWELLING (ALLEY-LOADED)

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.
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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GRANTSVILLE, UTAH

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SHEET TITLE

DEVELOPMENT STANDARDS
TWIN HOME / TWO FAMILY DWELLINGS

SHEET NUMBER

8

SHEET 8 OF 17

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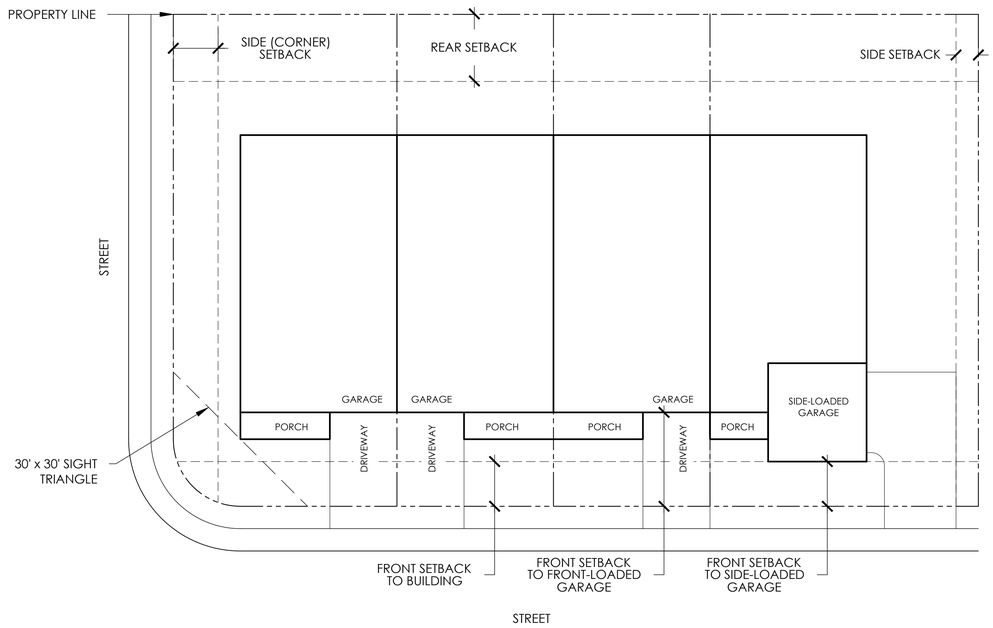
ZONING OVERLAY DISTRICT



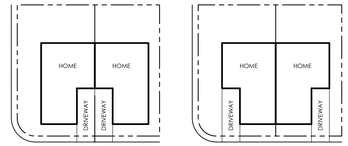
A. SINGLE FAMILY ATTACHED DWELLING (FRONT-LOADED)

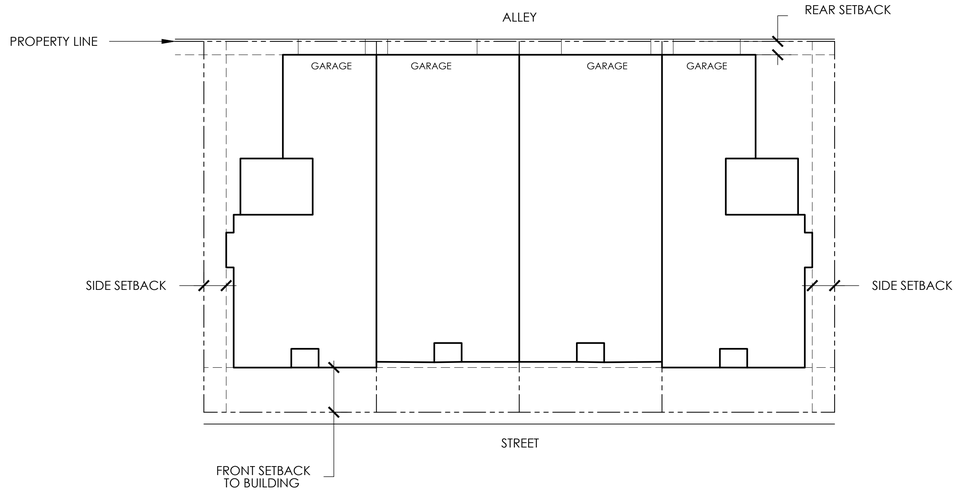
DEVELOPMENT STANDARDS TABLE A	
RESIDENTIAL DEVELOPMENT STANDARDS MATRIX	
SINGLE FAMILY ATTACHED DWELLING (FRONT-LOADED & SIDE-LOADED)	
STANDARDS	
MINIMUM LOT SIZE	2,400
MINIMUM LOT FRONTAGE / WIDTH	30'
MINIMUM BUILDING WIDTH PER UNIT	30'
PRINCIPAL USE	
MAXIMUM HEIGHT	35'
FRONT SETBACK TO BUILDING	10'
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.
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.





B. SINGLE FAMILY ATTACHED DWELLING (ALLEY-LOADED)

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.

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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

DEVELOPMENT STANDARDS
SINGLE FAMILY ATTACHED DWELLINGS

SHEET NUMBER

9

SHEET 9 OF 17

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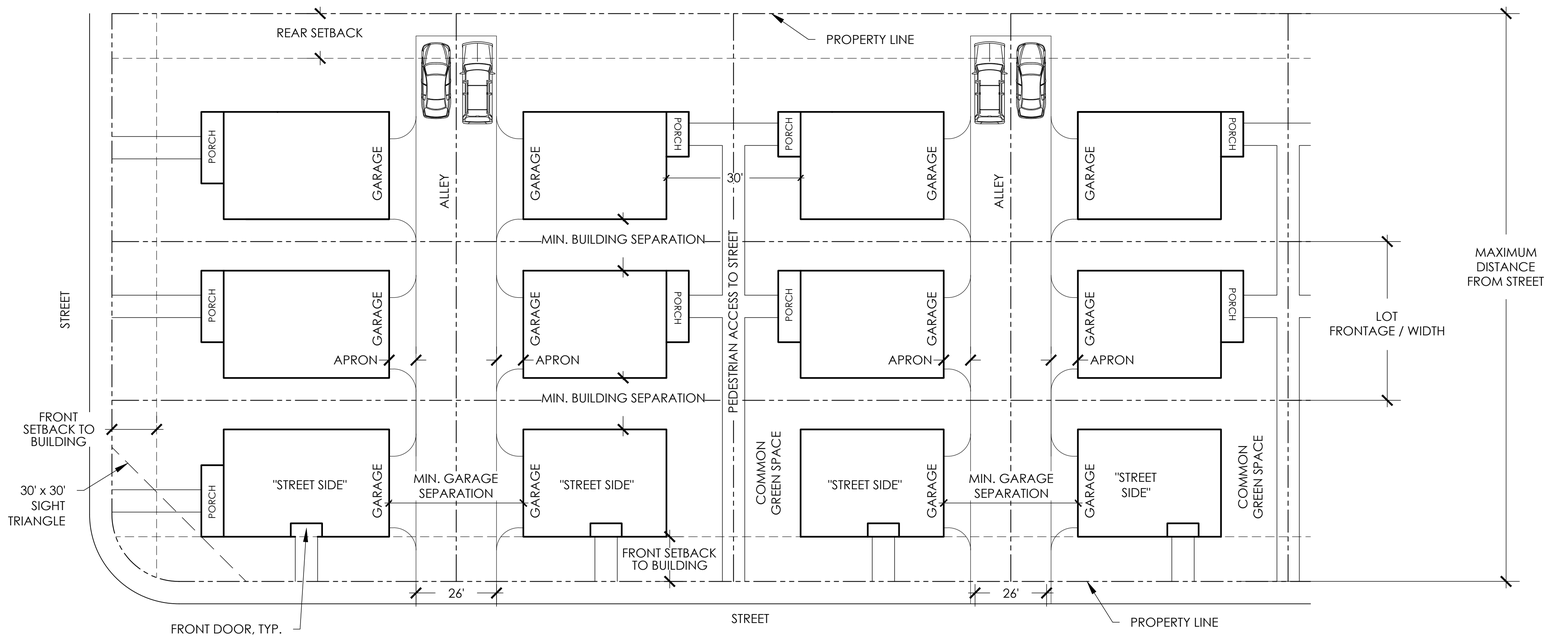
ZONING OVERLAY DISTRICT



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

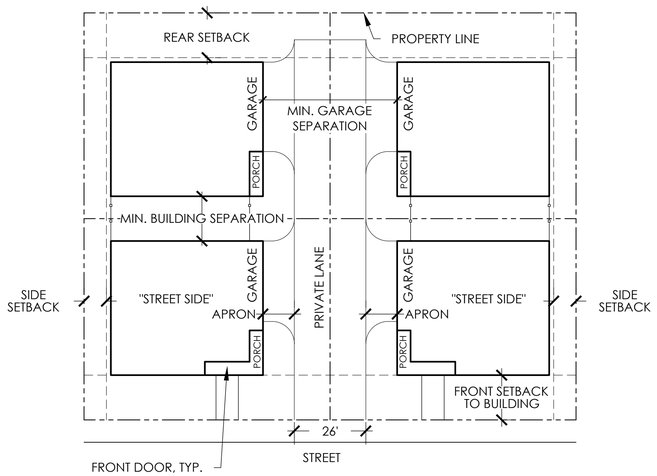
A CONFIGURATION OF REAR-LOADED SINGLE FAMILY DETACHED AND/OR TWIN HOME DWELLINGS WHERE THE FRONT DOOR FACES ONTO A COMMON GREEN SPACE.

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.



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.
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.

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SHEET TITLE

DEVELOPMENT STANDARDS
GREEN COURT / COTTAGE HOMES

SHEET NUMBER

10

SHEET 10 OF 17

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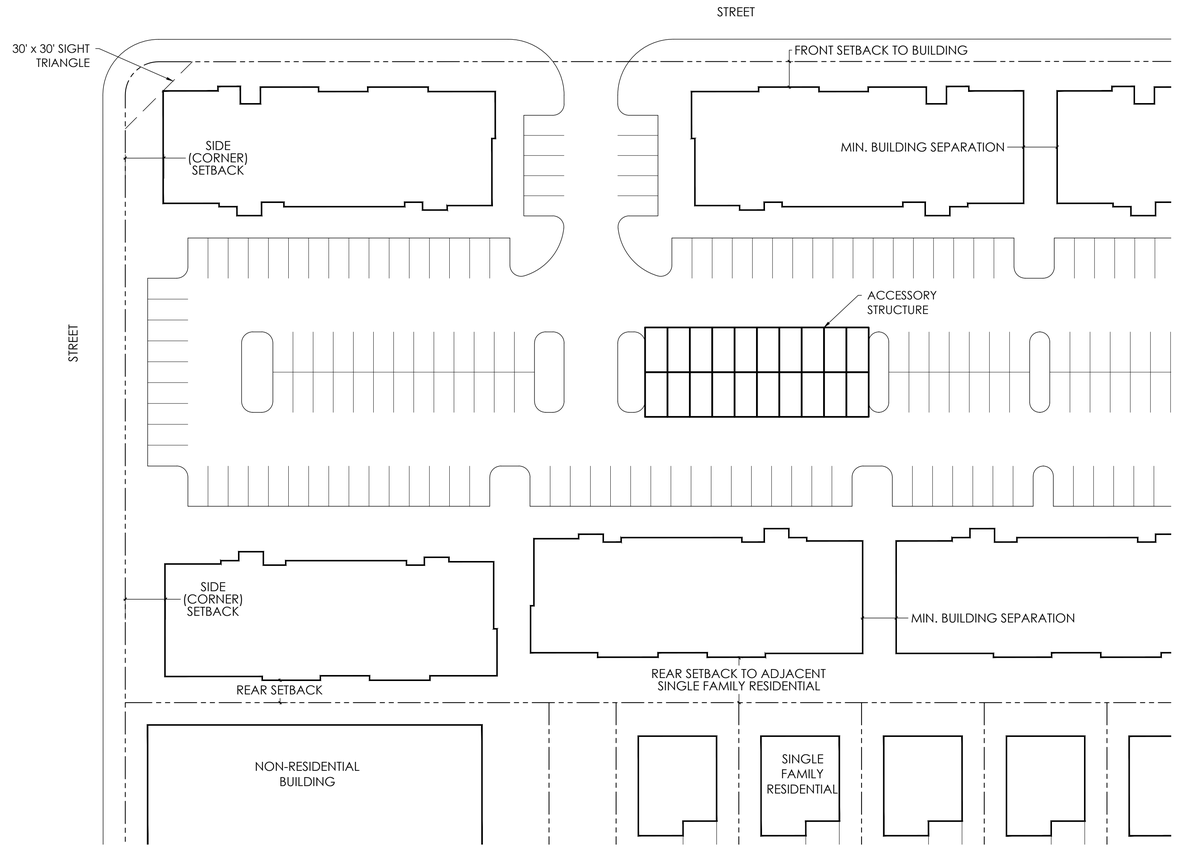

MULTI-FAMILY

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.

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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

DEVELOPMENT STANDARDS
MULTI-FAMILY

SHEET NUMBER

11

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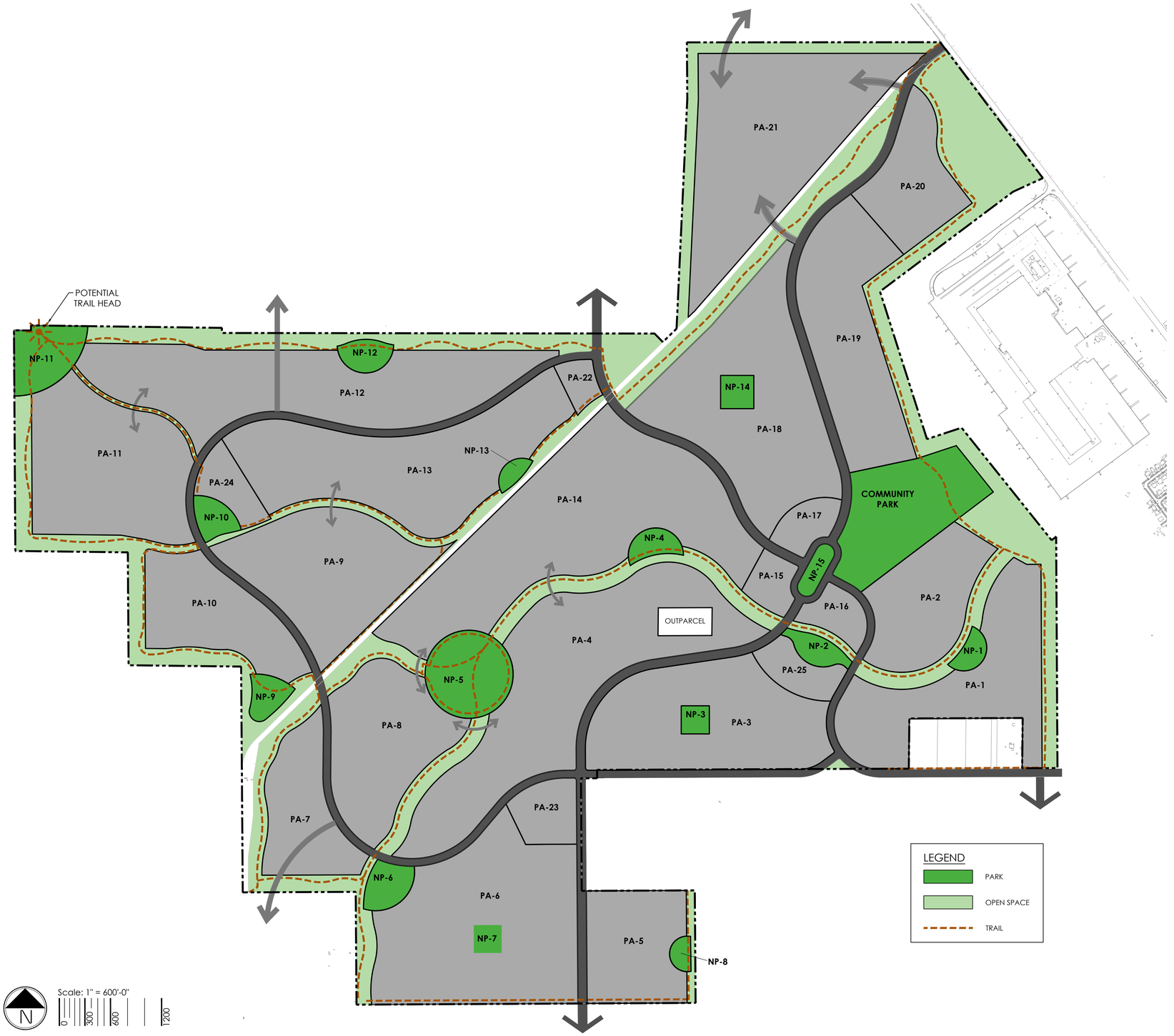
ZONING OVERLAY DISTRICT



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
   - BOCCE 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.

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SUBMITTAL DATE:
7/18/2024
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SHEET TITLE

OPEN SPACE & TRAILS PLAN

SHEET NUMBER

12

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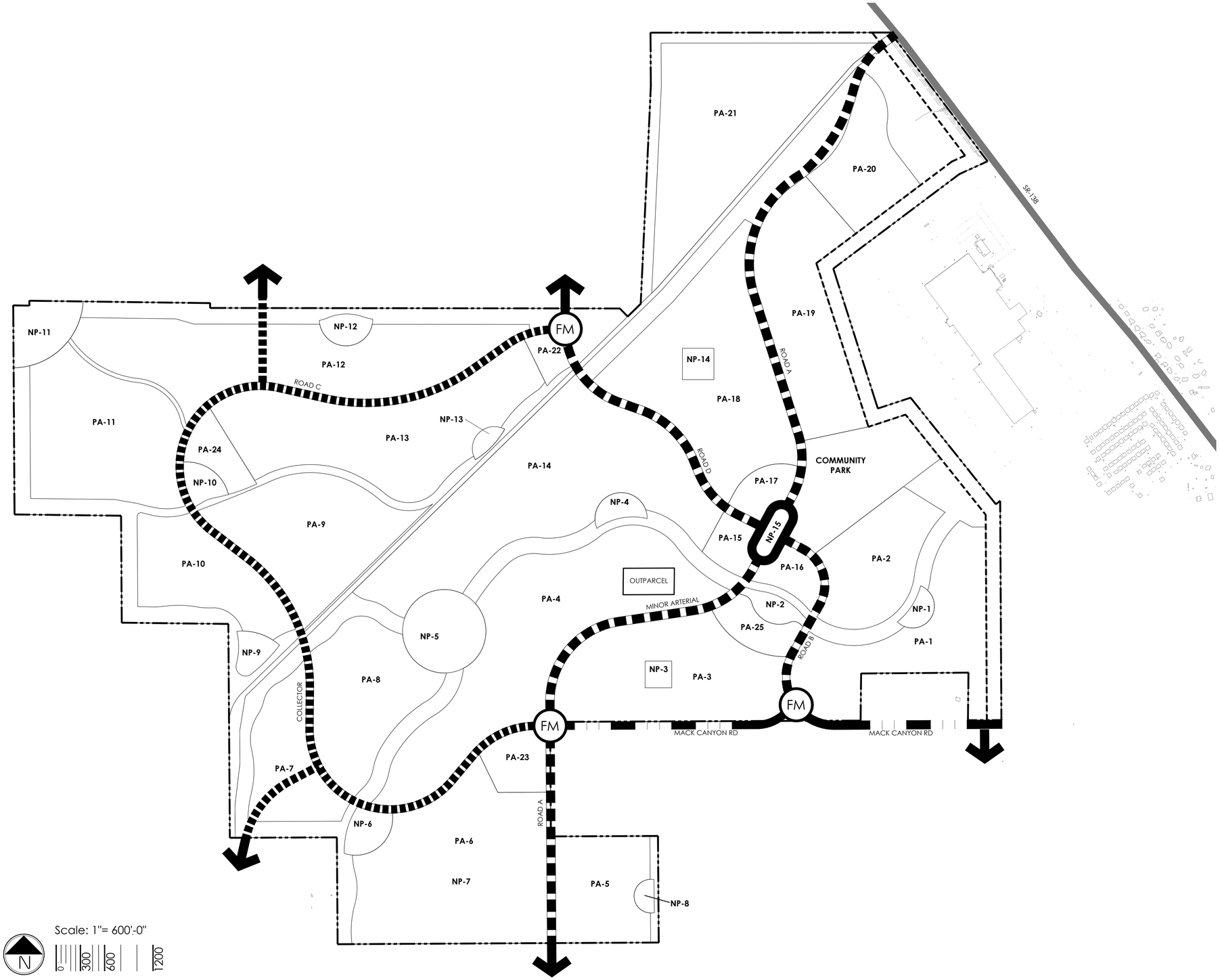

LEGEND

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

NOTES:

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

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SHEET TITLE

CIRCULATION PLAN

SHEET NUMBER

13

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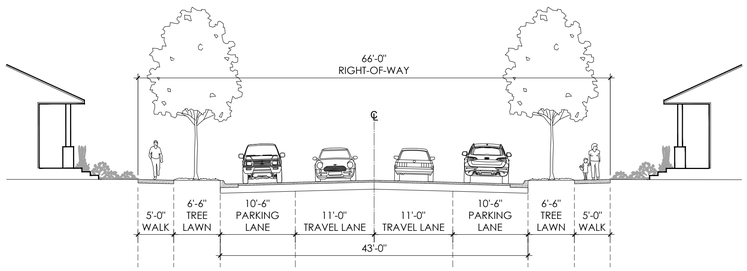
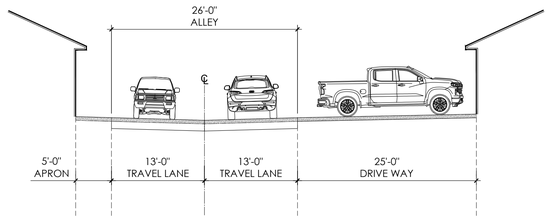
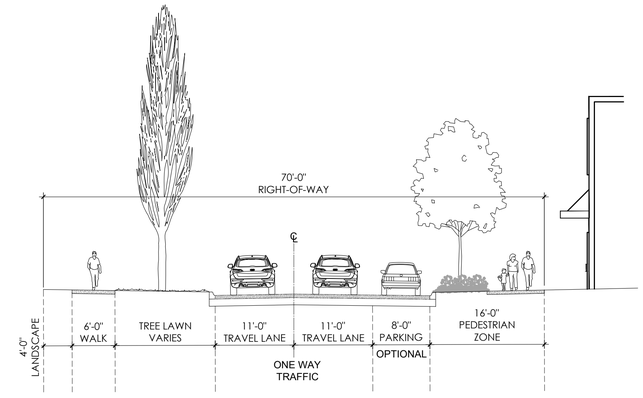
ZONING OVERLAY DISTRICT



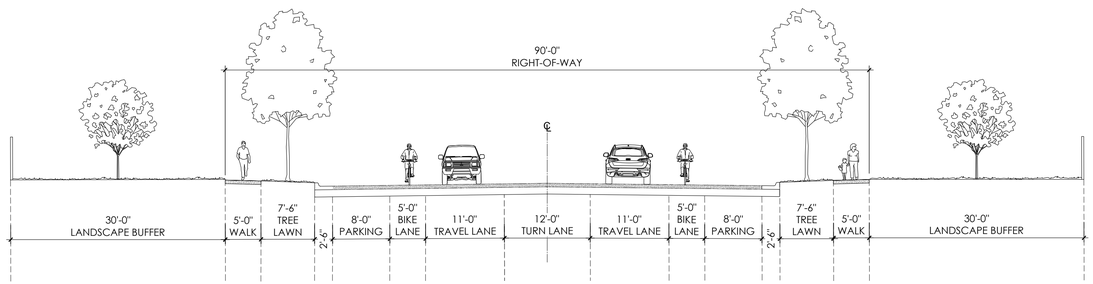
66' LOCAL RESIDENTIAL



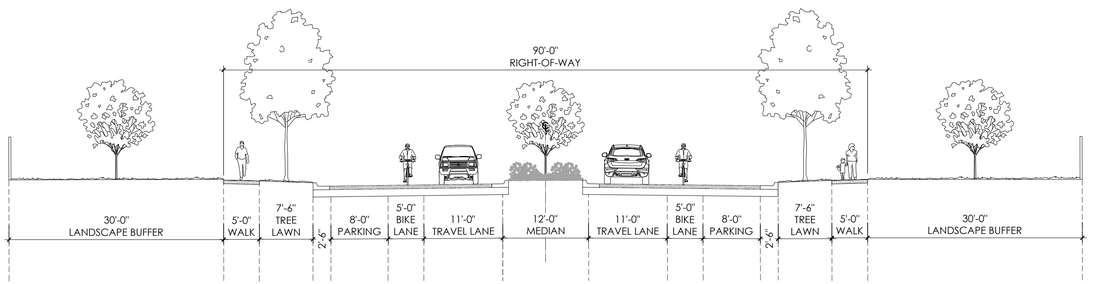
26' ALLEY



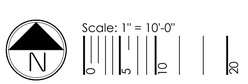
70' TOWN CENTER



90' COLLECTOR
(TURN LANE)



90' COLLECTOR
(MEDIAN)



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2/26/2025

SHEET TITLE

ROAD SECTIONS

SHEET NUMBER

14

SHEET 14 OF 17

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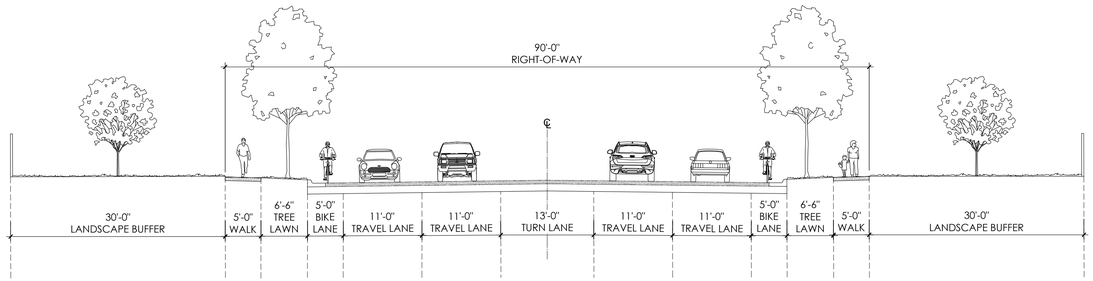
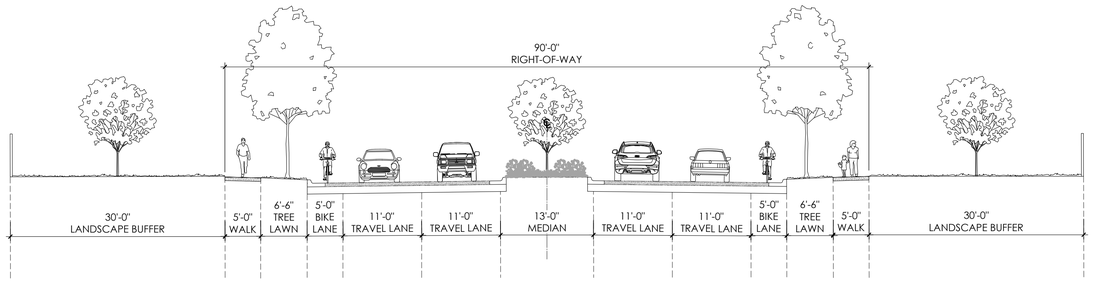
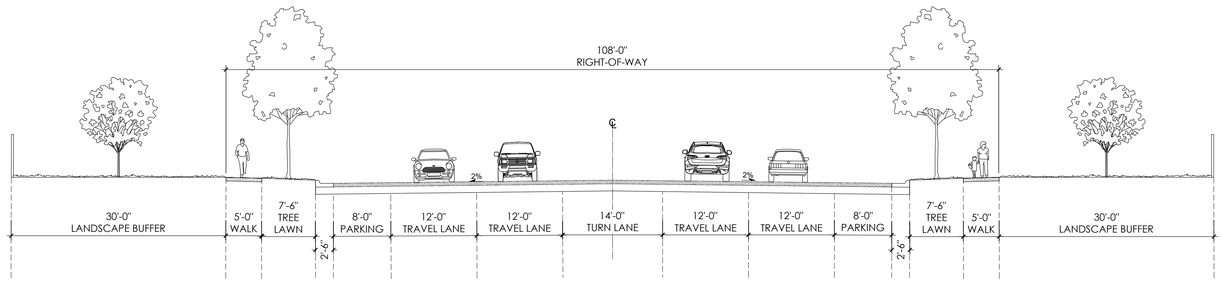
ZONING OVERLAY DISTRICT



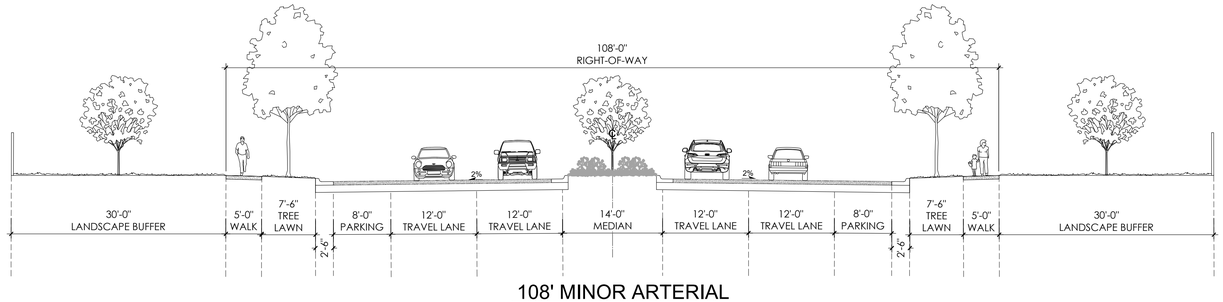
90' CONDITIONAL ARTERIAL
(TURN LANE)



90' CONDITIONAL ARTERIAL
(MEDIAN)



108' MINOR ARTERIAL
(TURN LANE)



108' MINOR ARTERIAL
(MEDIAN)

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SHEET TITLE

ROAD SECTIONS

SHEET NUMBER

15

SHEET 15 OF 17

Scale: 1" = 10'-0"

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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 MIRRORED 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)
   - 5.5. 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.
   - 2.2. 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.

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ph: 303.632.8867

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

ARCHITECTURE
DESIGN STANDARDS

SHEET NUMBER

16

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DESERET
ZONING OVERLAY DISTRICT

LANDSCAPE, FENCING, AND LIGHTING DESIGN STANDARDS

PART E - LANDSCAPE

1. LANDSCAPE DESIGN PRINCIPLES
   - 1.1. ALL DEVELOPMENT SHALL DEMONSTRATE ADHERENCE TO THE FOLLOWING LANDSCAPE DESIGN PRINCIPLES:
     - 1.1.1. DESIGN TO PROVIDE AN ATTRACTIVE, COMFORTABLE ENVIRONMENT FOR USERS WHILE MINIMIZING MAINTENANCE NEEDS, IRRIGATION WATER REQUIREMENTS, AND THE USE OF HERBICIDES AND PESTICIDES
     - 1.1.2. 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.
     - 1.1.3. COORDINATE THE DESIGN OF THE LANDSCAPE WITH SITE EROSION PROTECTION, STORM DRAINAGE, AND WATER QUALITY IMPROVEMENT SYSTEMS.
     - 1.1.4. DESIGN AND MANAGE IRRIGATION SYSTEMS TO ACHIEVE PEAK EFFICIENCY.

2. PARKWAY DESIGN OF ARTERIAL AND COLLECTOR STREETS
   - 2.1. 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.
   - 2.2. 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.
   - 2.3. MEDIANS WILL BE PLANTED IN A SIMILAR FASHION TO THE PARKWAY OR WILL BE CONSTRUCTED OF COLORED AND STAMPED CONCRETE.
   - 2.4. THE PARKWAY DESIGN SHALL EMPHASIZE XERISCAPE PRINCIPLES AND A UNIQUE LOOK THAT SETS THE COMMUNITY APART.

3. ARTERIAL AND COLLECTOR STREET BUFFER
   - 3.1. 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.

4. 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.

5. MINIMUM PLANT MATERIAL QUANTITIES
   - 5.1. 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.
   - 5.2. BUFFER
     - 5.2.1. LANDSCAPE BUFFERS SHALL CONTAIN A MINIMUM OF ONE TREE AND TEN SHRUBS PER 40 LINEAR FEET.
     - 5.2.2. WHERE RESIDENTIAL USES BACK TO THE ROAD, 50% OF THE TREES PROVIDED SHALL BE EVERGREEN.
   - 5.3. DETENTION AND/OR DRAINAGE
     - 5.3.1. 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.
     - 5.3.2. DRAINAGE CORRIDORS SHALL REQUIRE ONE CANOPY SHADE TREE OR EVERGREEN TREE PER 200 LINEAR FEET.
   - 5.4. PARKWAY
     - 5.4.1. 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.
     - 5.4.2. PARKWAY TREES ALONG ARTERIAL AND COLLECTOR STREETS SHALL BE PLANTED AT A RATE OF ONE CANOPY SHADE TREE PER 30 LINEAR FEET.
     - 5.4.3. 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.
     - 5.4.4. LINEAR FEET SHALL BE MEASURED ALONG THE SOFT SURFACE OF THE PARKWAY ONLY.
     - 5.4.5. PARKWAY PLANTING SHALL UTILIZE A VARIETY OF TREE SPECIES. NO MORE THAN 50% OF ANY ONE SPECIES MAY BE PLANTED IN A PARKWAY.
     - 5.4.6. 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.
   - 5.5. MEDIAN
     - 5.5.1. 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.
     - 5.5.2. SHRUBS SHALL BE PROVIDED AT A RATIO OF SIX SHRUBS PER 50 LINEAR FEET OF MEDIAN.
   - 5.6. PARKING LOT
     - 5.6.1. 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.
     - 5.6.2. PARKING LOT PERIMETERS SHALL CONTAIN A MINIMUM OF ONE TREE AND FIVE SHRUBS PER 40 LINEAR FEET.
   - 5.7. PARKS
     - 5.7.1. PARKS SHALL CONTAIN A MIX OF ONE CANOPY SHADE TREE AND/OR EVERGREEN TREE PER 1,500 SQUARE FEET.
     - 5.7.2. SHRUBS SHALL BE PLANTED AT A RATE OF FIVE SHRUBS PER 1,500 SQUARE FEET OF PARK SPACE.
     - 5.7.3. SPORTS FIELDS OR COURTS (I.E. BASEBALL, VOLLEYBALL, TENNIS, ETC.) IN PARKS SHALL NOT HAVE A PLANTING REQUIREMENT.
   - 5.8. ALL OTHER LANDSCAPE AREAS
     - 5.8.1. ALL OTHER LANDSCAPE AREAS REQUIRE ONE TREE AND 5 SHRUBS PER 3,000 SQUARE FEET.

6. **RESIDENTIAL LANDSCAPE**
   - **6.1. 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.**

7. **WATERWISE LANDSCAPES**
   - **7.1. NO MORE THAN 30% TURF IS PERMITTED IN TREE LAWNS, LANDSCAPE BUFFERS AND OTHER PASSIVE LANDSCAPED AREAS.**
   - **7.2. TURF WITHIN PARKS SHALL BE LIMITED TO ACTIVE AREAS SUCH AS FIELDS.**
   - **7.3. 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.**
   - **7.4. LANDSCAPE BEDS SHALL BE WATERED WITH A DRIP IRRIGATION SYSTEM.**
   - **7.5. SEPARATE WATER ZONES ARE REQUIRED FOR TURF AND LANDSCAPE BEDS.**
   - **7.6. PLANTS SHALL BE WATERWISE AND ADAPTED TO GRANTSVILLE'S LOCAL CLIMATE.**

PART F - FENCING

1. SINGLE FAMILY DETACHED, TWIN HOME, TWO FAMILY, AND SINGLE FAMILY ATTACHED RESIDENTIAL FENCING
   - 1.1. ALL FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
   - 1.2. CHAIN LINK AND VINYL FENCING ARE NOT PERMITTED IN RESIDENTIAL APPLICATIONS.

2. MULTI-FAMILY RESIDENTIAL FENCING
   - 2.1. ALL MULTI-FAMILY RESIDENTIAL FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.
   - 2.2. CHAIN LINK AND VINYL FENCING ARE NOT PERMITTED IN MULTI-FAMILY RESIDENTIAL APPLICATIONS.
   - 2.3. ORNAMENTAL METAL FENCING IS PERMITTED IN CLUBHOUSE APPLICATIONS, SUCH AS AROUND POOLS.

3. NON-RESIDENTIAL FENCING
   - 3.1. CHAIN LINK FENCE IS PERMITTED IN INDUSTRIAL APPLICATIONS AND SPORTS FIELDS/COURTS BUT SHALL BE VINYL-COATED.
   - 3.2. CHAIN LINK SHALL BE RESTRICTED WHEN POSSIBLE.
   - 3.3. ELECTRIC FENCING AND BARBED WIRE, OR SIMILAR, ARE NOT PERMITTED.
   - 3.4. ALL OTHER FENCING SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS. VINYL IS NOT PERMITTED.
   - 3.5. EXCESSIVE FENCING SHALL BE AVOIDED THROUGH THE USE OF STAGGERING, LANDSCAPE, AND BUFFERING.
   - 3.6. THE MAXIMUM HEIGHT FOR INDUSTRIAL FENCING IS 8 FEET.

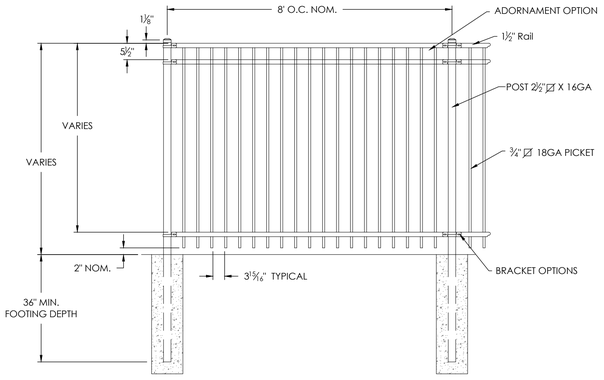
4. ARTERIAL STREET FENCING
   - 4.1. A SIX FOOT SOLID PRIVACY FENCE IS REQUIRED ALONG ALL ARTERIAL STREETS.
   - 4.2. ARTERIAL FENCES SHALL CONSIST OF NATURAL (I.E. WOOD OR MASONRY) OR COMPOSITE MATERIALS.

5. OPEN RAIL FENCING
   - 5.1. OPEN RAIL FENCING IS PERMITTED ADJACENT TO PARKS, OPEN SPACES, AND DRAINAGE CORRIDORS.
   - 5.2. OPEN RAIL FENCES SHALL CONSIST OF NATURAL (I.E. WOOD) OR COMPOSITE MATERIALS.

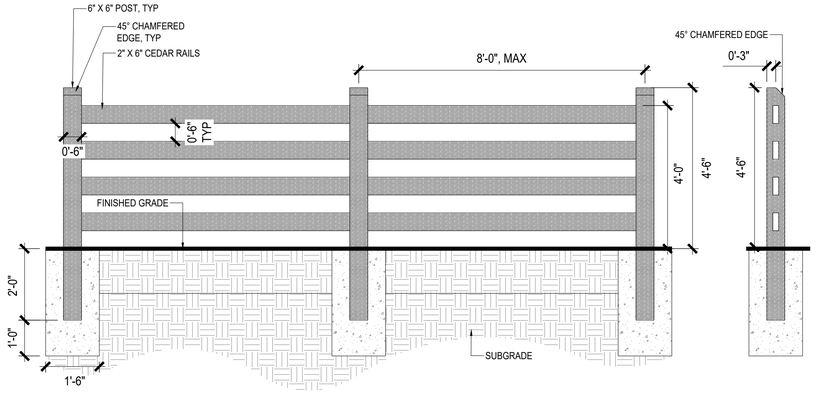
6. ADJOINING PROPERTY FENCING
   - 6.1. A SIX FOOT SOLID PRIVACY FENCE IS REQUIRED ALONG THE REAR OR SIDE LOT LINE OF ANY HOME OR COMMERCIAL SITE ADJACENT TO NEIGHBORING PROPERTIES. THIS FENCING REQUIREMENT IS NOT REQUIRED IF THE HOME OR COMMERCIAL SITE IS ADJACENT TO OPEN SPACE.

PART G - LIGHTING

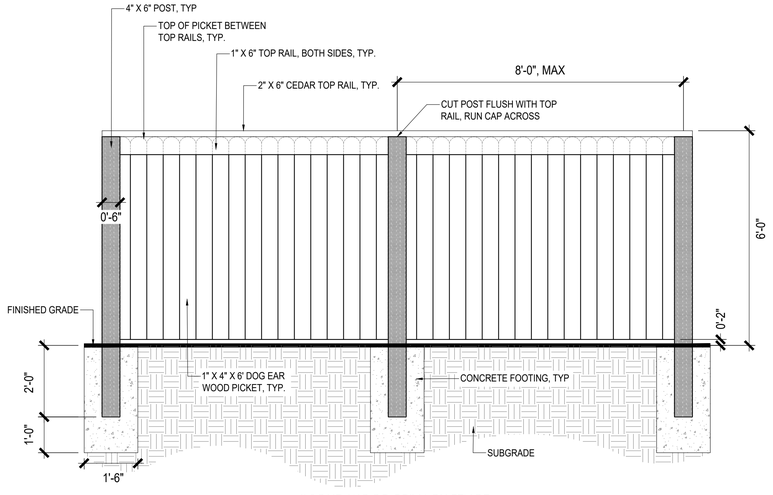
1. ALL DEVELOPMENT SHALL PROVIDE ADEQUATE LIGHTING SO AS TO ASSURE SAFETY AND SECURITY. LIGHTING INSTALLATIONS SHALL NOT HAVE AN ADVERSE IMPACT ON TRAFFIC SAFETY OR THE SURROUNDING AREA. LIGHT SOURCES SHALL BE SHIELDED AND SHALL NOT SHINE ONTO ADJACENT PROPERTIES.
2. LIGHTING FIXTURES SHALL BE "DARK SKY" COMPLIANT.
3. THE MAXIMUM POLE HEIGHT FOR COMMERCIAL AND INDUSTRIAL APPLICATIONS IS 40 FEET.
4. THE MAXIMUM POLE HEIGHT FOR RESIDENTIAL APPLICATIONS IS 25 FEET.
5. 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.



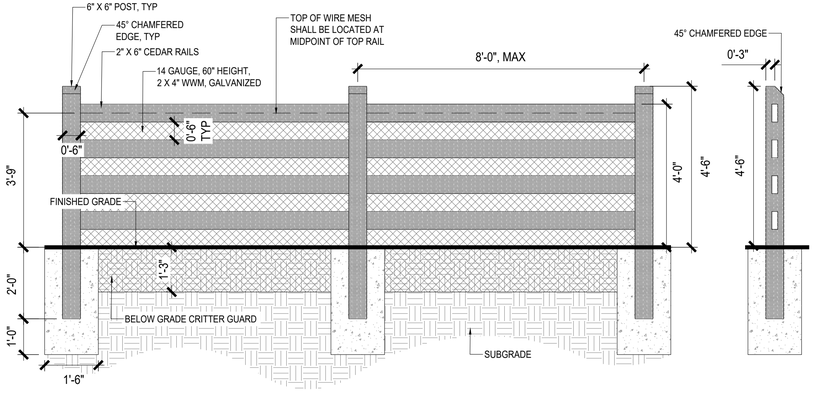
ORNAMENTAL METAL FENCE



4' OPEN RAIL FENCE



6' SOLID WOOD PRIVACY FENCE



4' OPEN RAIL FENCE WITH WIRE MESH

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RICK

PROJECT NAME

DESERET
ZONING OVERLAY DISTRICT
GRANTSVILLE, UTAH

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2/26/2025

SHEET TITLE

DESIGN STANDARDS

SHEET NUMBER

17

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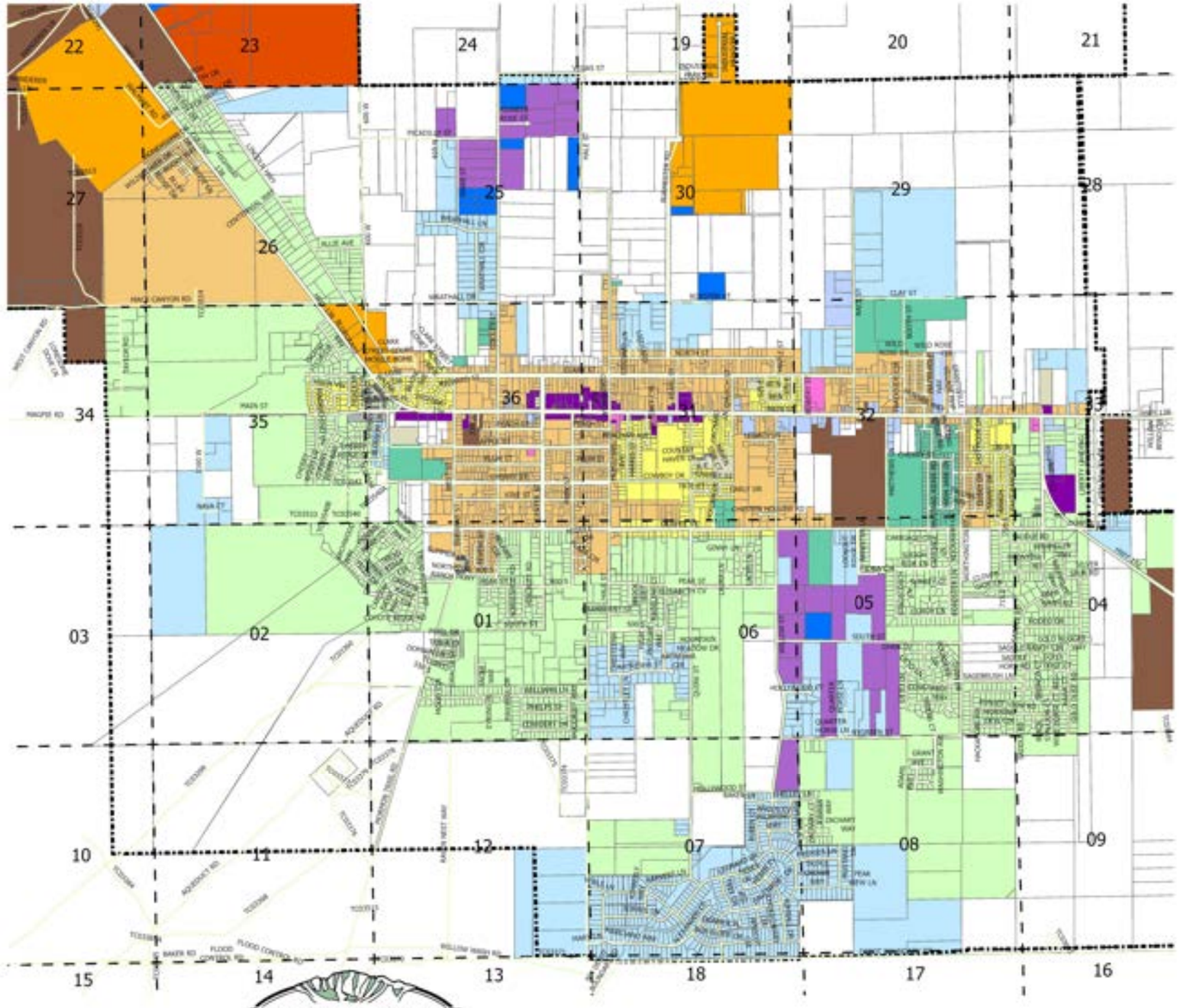
LEGEND

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 /or 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. (MU Description Updated with Ordinance 2021-35.)



GRANTSVILLE
INCORPORATED 1867

ZONING MAP
CENTRAL AREA

Draft October 19, 2022

0 0.25 0.5 1 1.5 2 Miles

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LEGEND
Future Land Use Designations

Ensuring that the land and the proposed land-uses within the community are utilized to meet a unified community vision or goal is the first and often most important responsibility of a general plan. outlined on this map is the proposed Future land use map for the City of Grantsville:

Commercial
(A variety of commercial, retail, office and light industrial associated with a retail presence fronting street with special approval)

Mixed-Use Density
(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/or 15 units per acre may be approved with special considerations of landscaping, buffering and architectural design that fit the scale of the surrounding properties in the zone.)

High Single Family Density Residential
(Residential uses, allowing a maximum of 6 dwelling units per acre)

Medium Density Residential
(Residential uses, allowing a maximum of 4 dwelling units per acre)

Low Density Residential
(Residential use, allowing a maximum of 2 dwelling units per acre)

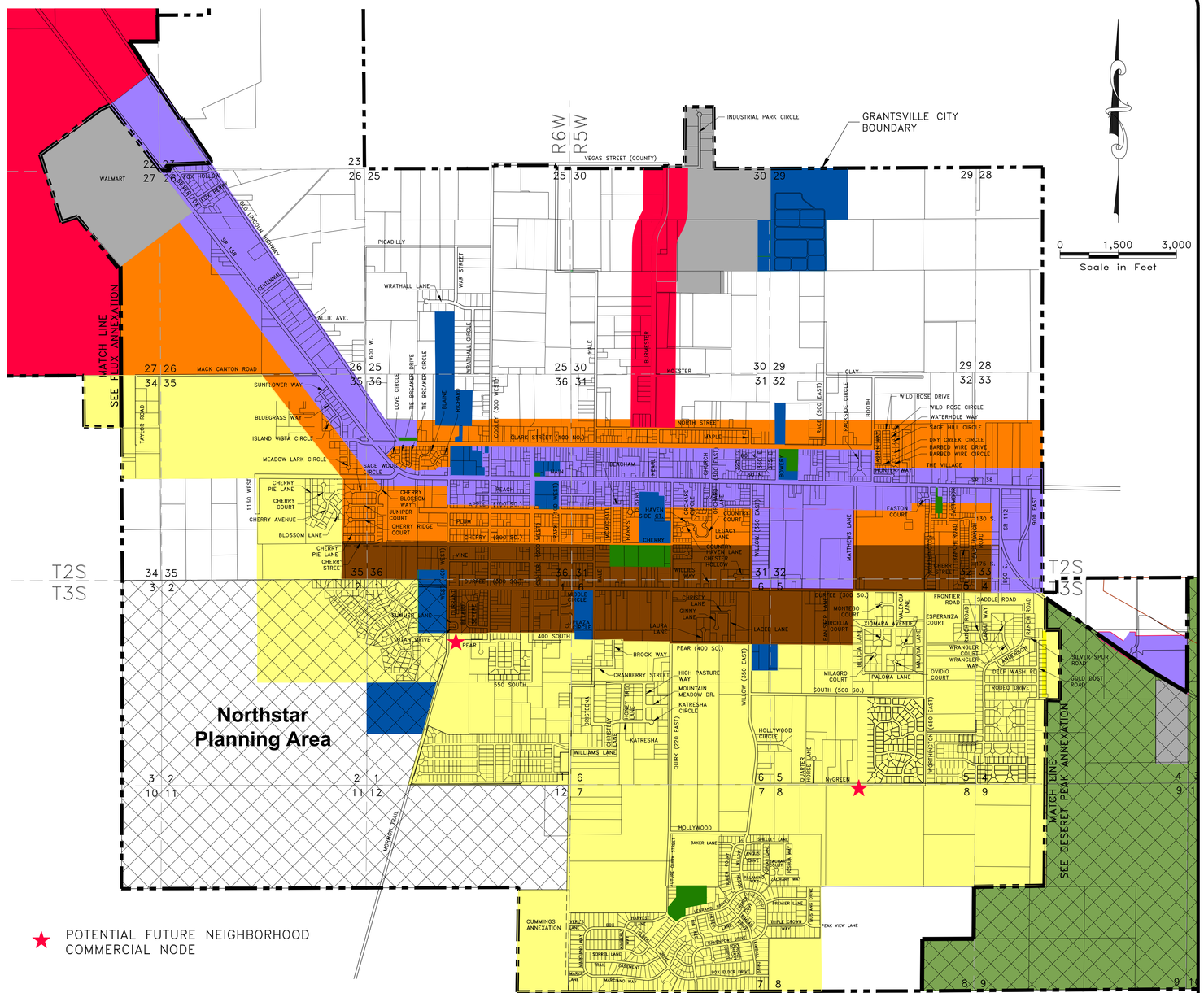
Rural Residential – 1
(Residential use with applicable rural land uses, allowing 1 dwelling unit per one to ten acres)

Rural Residential 2
(Residential use with applicable rural land uses, allowing 1 dwelling unit per five to ten acres)

Industrial
(Allowing industrial, light industrial and mining)

Municipal/School: This land use designates city-owned school district owned property serving a public purpose.

Parks & Open Space: Designates public parks, open space and recreational areas.



GRANTSVILLE CITY
FUTURE LAND USE MAP
CITY CENTER

ADOPTED JANUARY 15, 2020
REVISED JULY 30, 2021

THE PURPOSE OF DESIGNATED PLANNING AREAS IS TO FOSTER A JOINT WORKING RELATIONSHIP BETWEEN THE LANDOWNER(S) OF LARGE PARCELS OR GROUPS OF PARCELS OF 500 ACRES OR GREATER TO CREATE A MASTER PLAN FOR THE AREA WITH A BALANCE OF USES BENEFICIAL TO BOTH THE DEVELOPMENT AND THE SURROUNDING COMMUNITY AND WILL ADEQUATELY ADDRESS THE POTENTIAL IMPACTS ON TRANSPORTATION, UTILITIES, AND OTHER PUBLIC SERVICES AND AMENITIES.

AQUA ENGINEERING
533 W 2600 S, SUITE 275, BOUNTIFUL, UT 84010
PHONE (801) 299-1327 FAX (801) 299-0153

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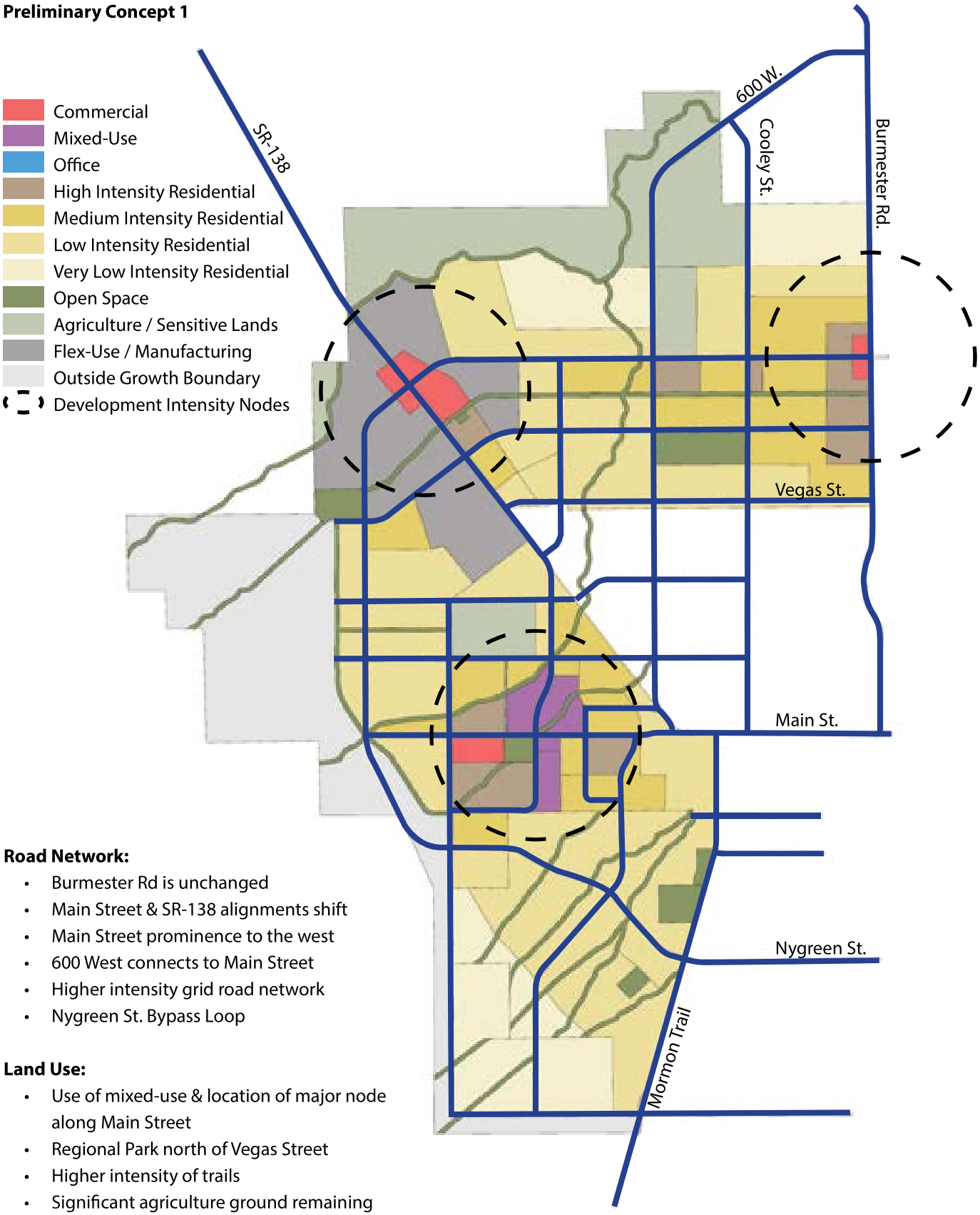
Preliminary Concept 1



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.

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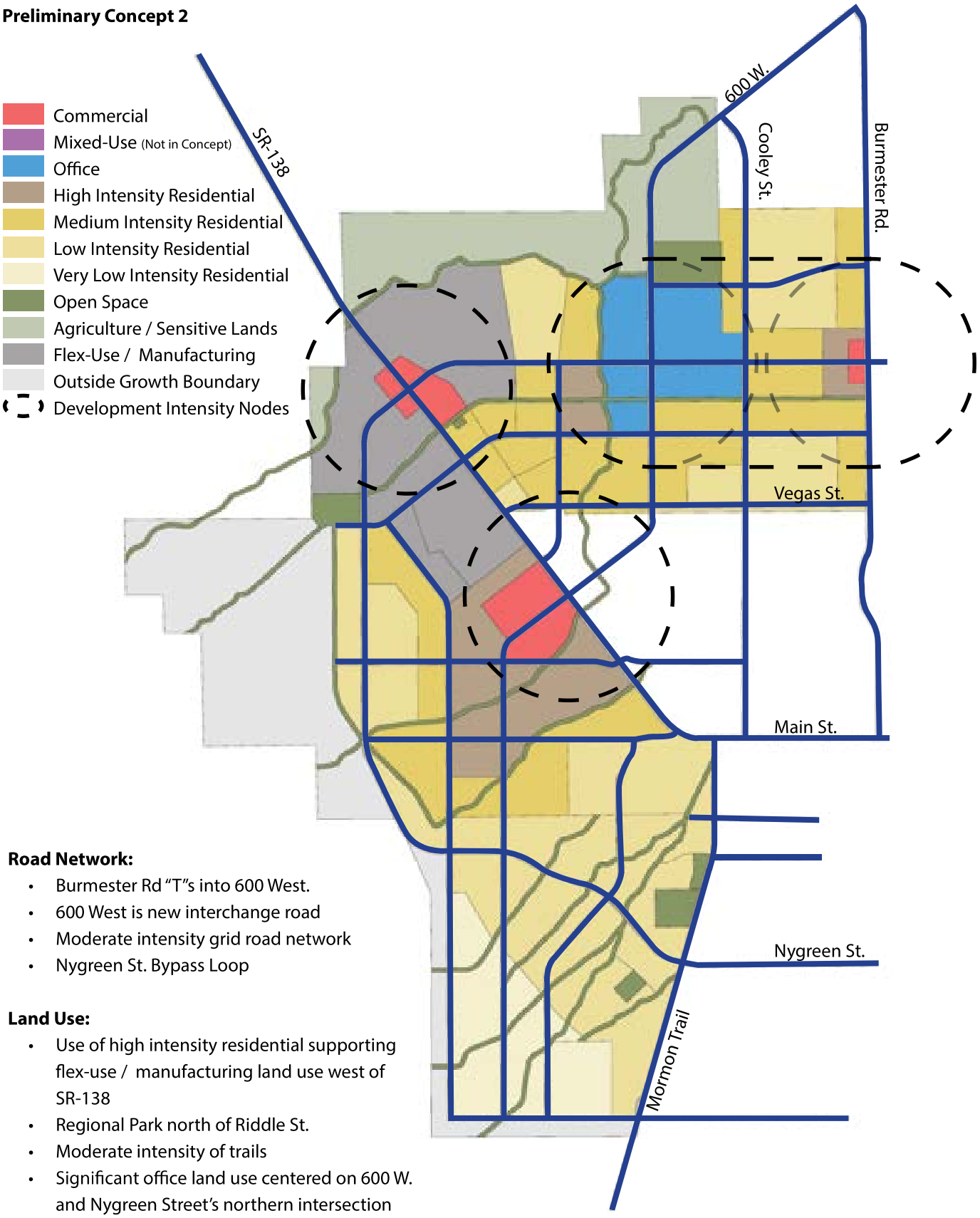
Preliminary Concept 2



Road Network:

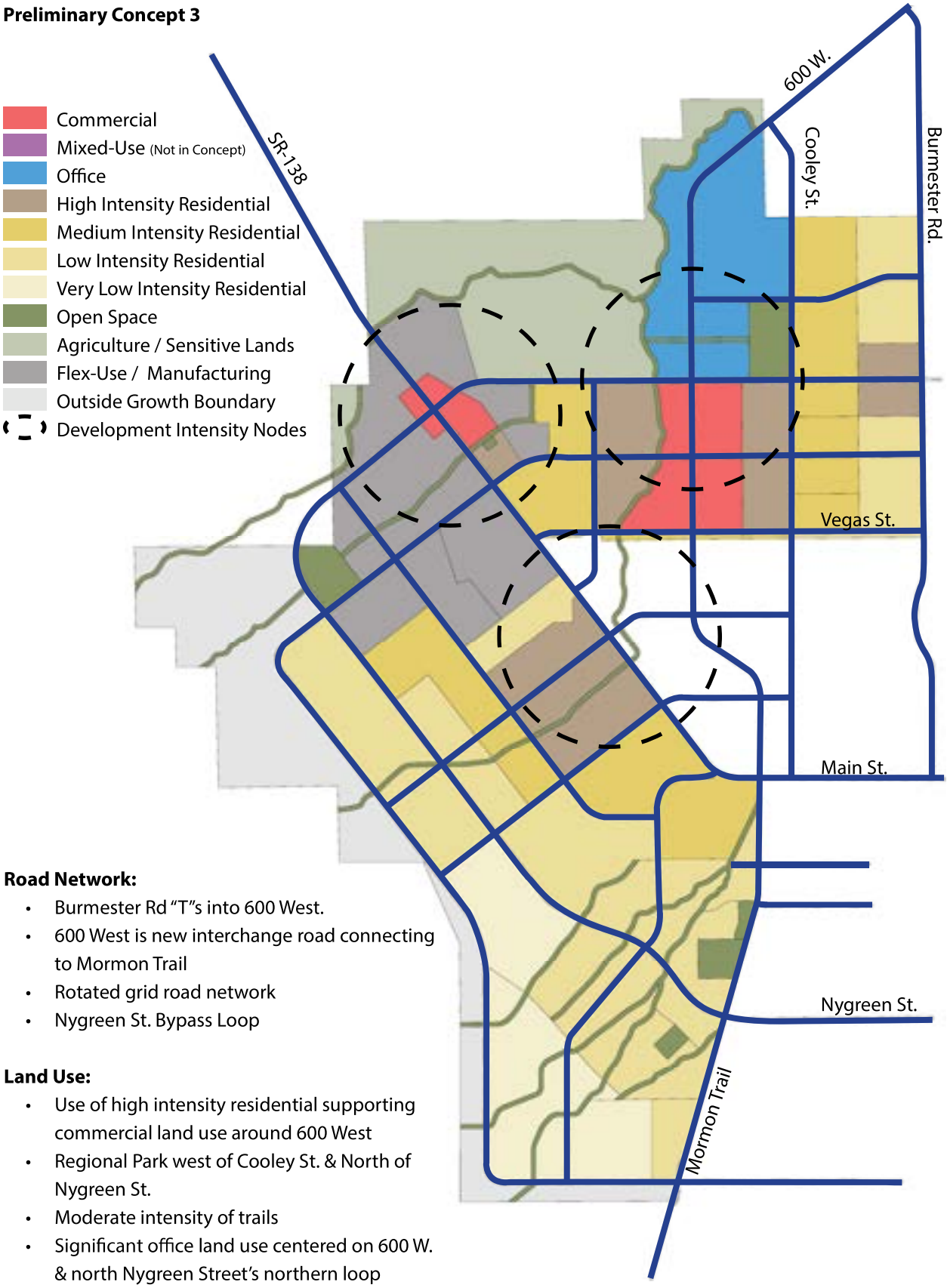
- Burmester Rd "T"s into 600 West.
- 600 West is new interchange road
- Moderate intensity grid road network
- Nygreen St. Bypass Loop

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

Preliminary Concept 3



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:

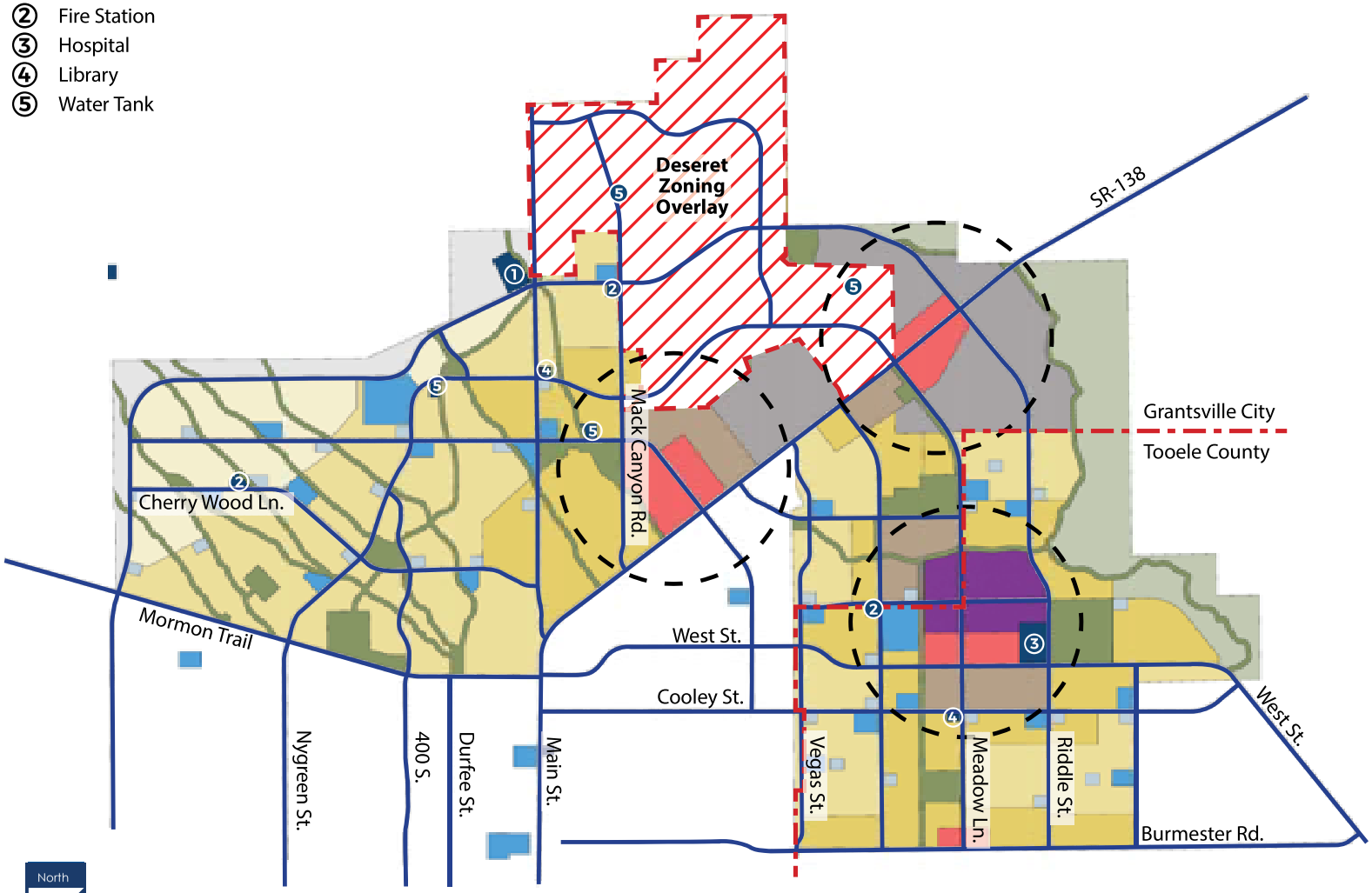
- Use of high intensity residential supporting commercial land use around 600 West
- Regional Park west of Cooley St. & North of Nygreen St.
- Moderate intensity of trails
- Significant office land use centered on 600 W. & north Nygreen Street's northern loop
- More high and very low intensity residential

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

Proposed Concept

CIVIC USE LEGEND

① Cemetery
② Fire Station
③ Hospital
④ Library
⑤ Water Tank



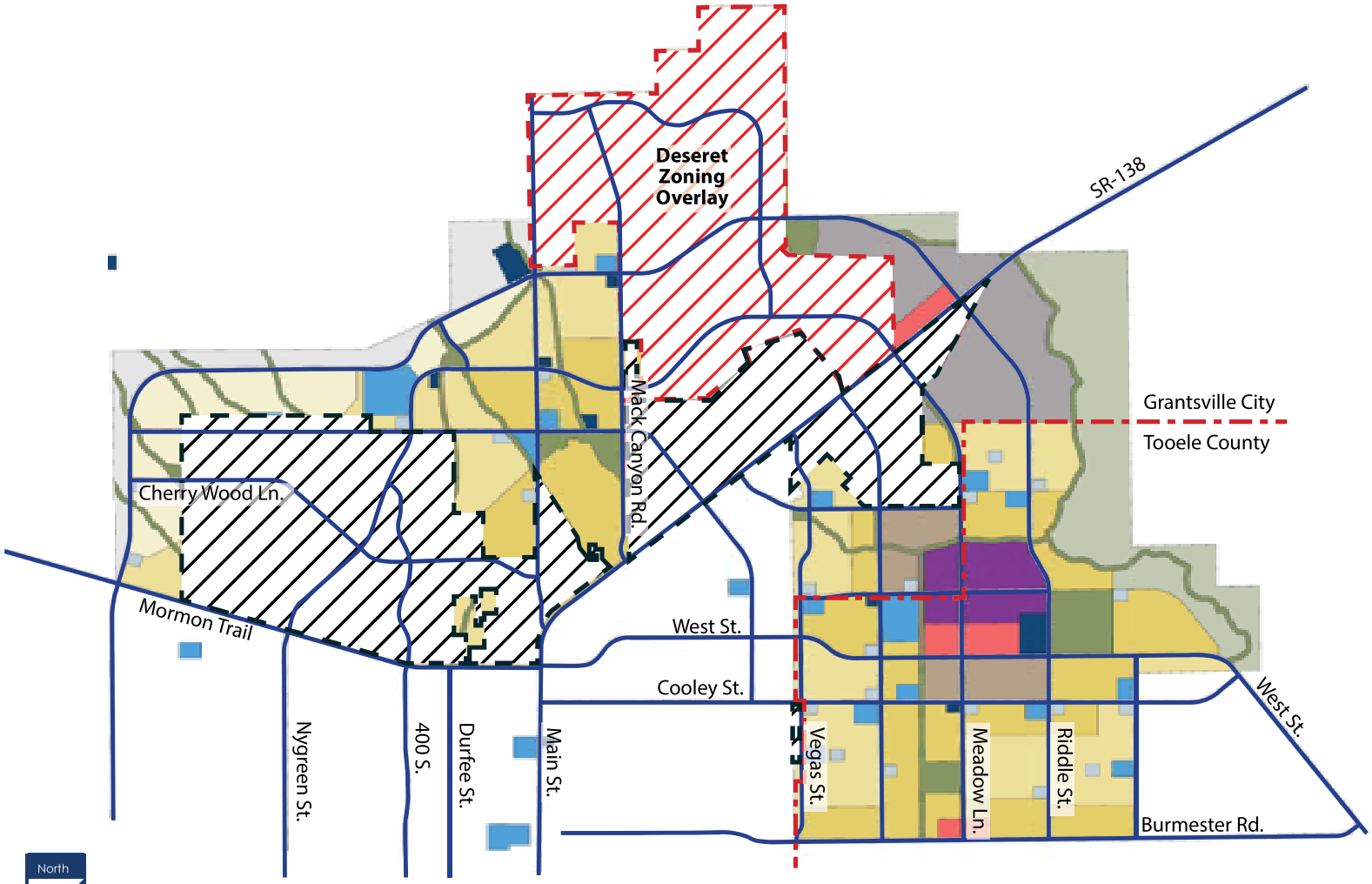
LAND USE LEGEND*

- 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.

Proposed Concept - Currently Vested Uses July 2024



North

Scale 1"=1,500'

LAND USE LEGEND*

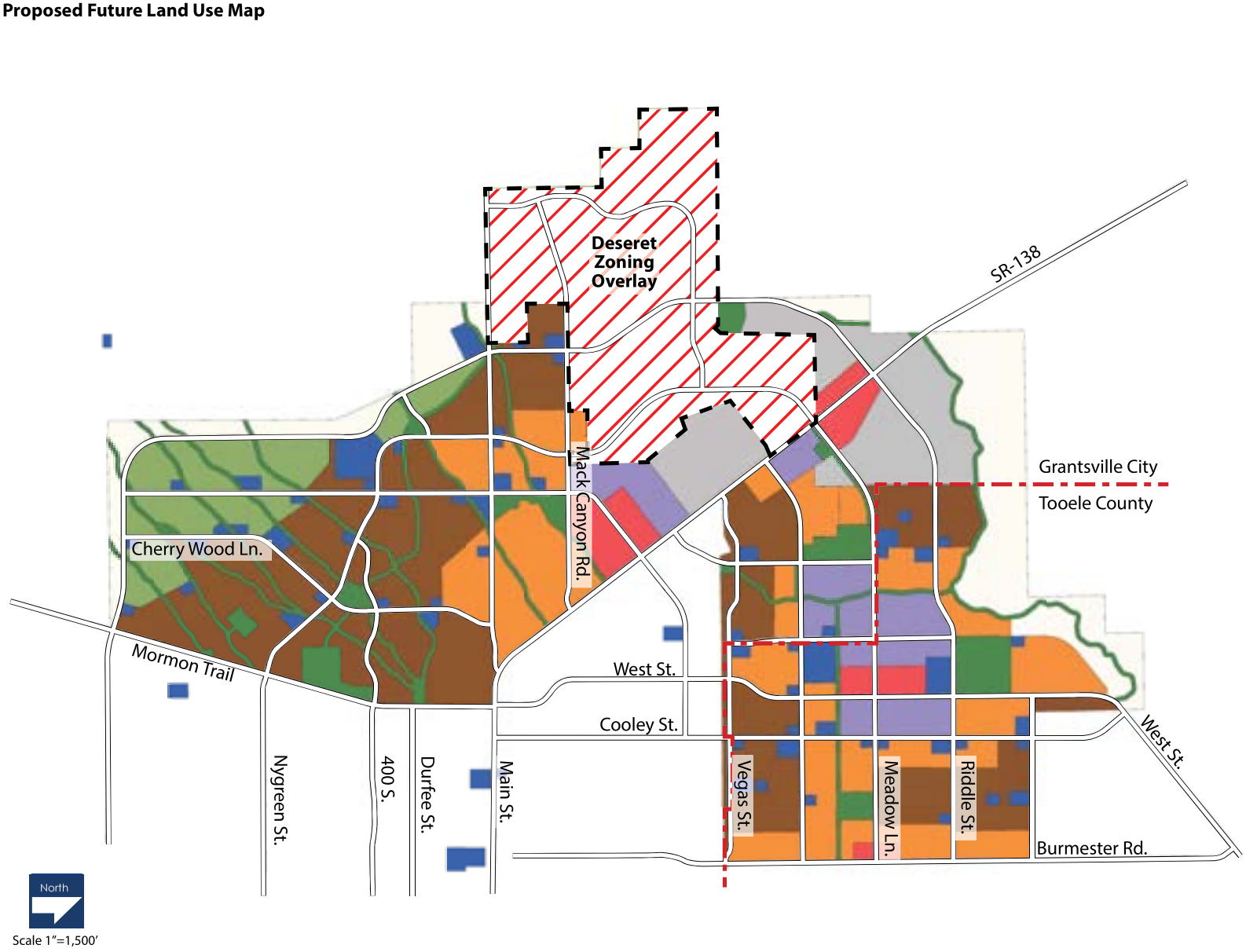
- Commercial
- Office
- Civic - School
- Civic - Services
- Religious
- High Intensity Residential
- Medium Intensity Residential
- Low Intensity Residential
- Very Low Intensity Residential
- Open Space / Drainage Trails
- Agriculture / Sensitive Lands
- Flex-Use / Manufacturing
- Outside Growth Boundary
- 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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

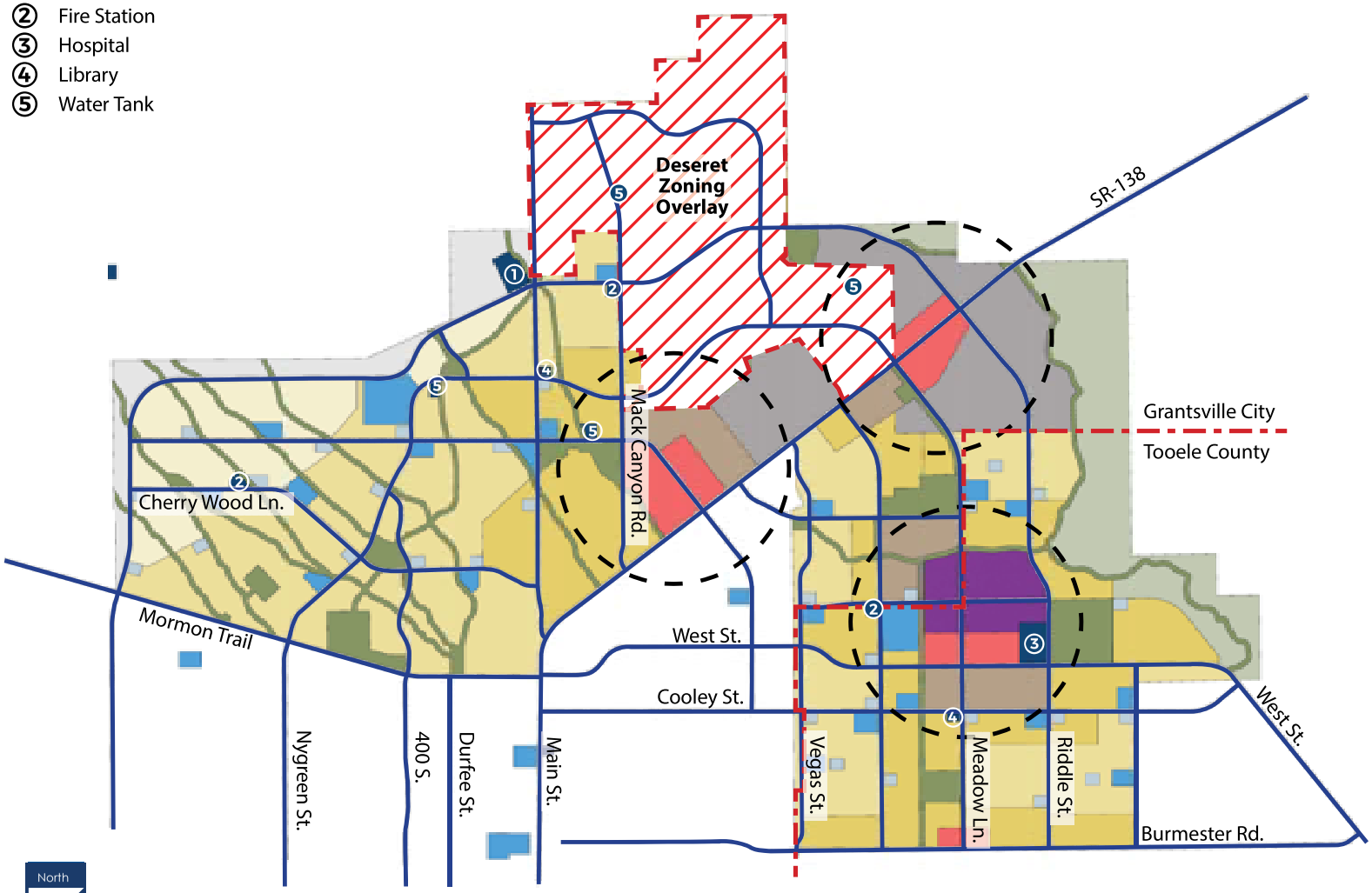
Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

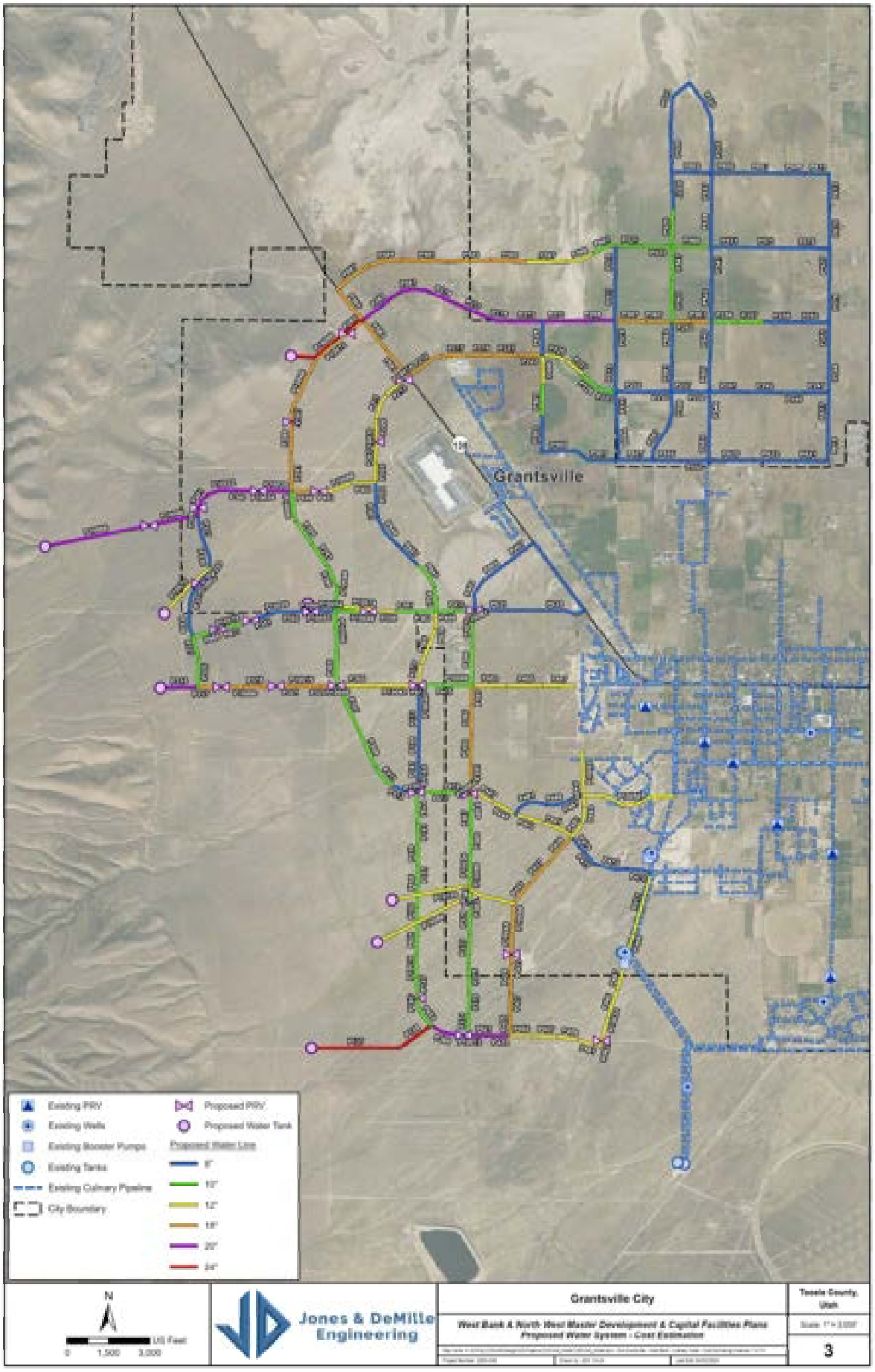


Figure 3. Cost Estimating Overview and Pipe Labels

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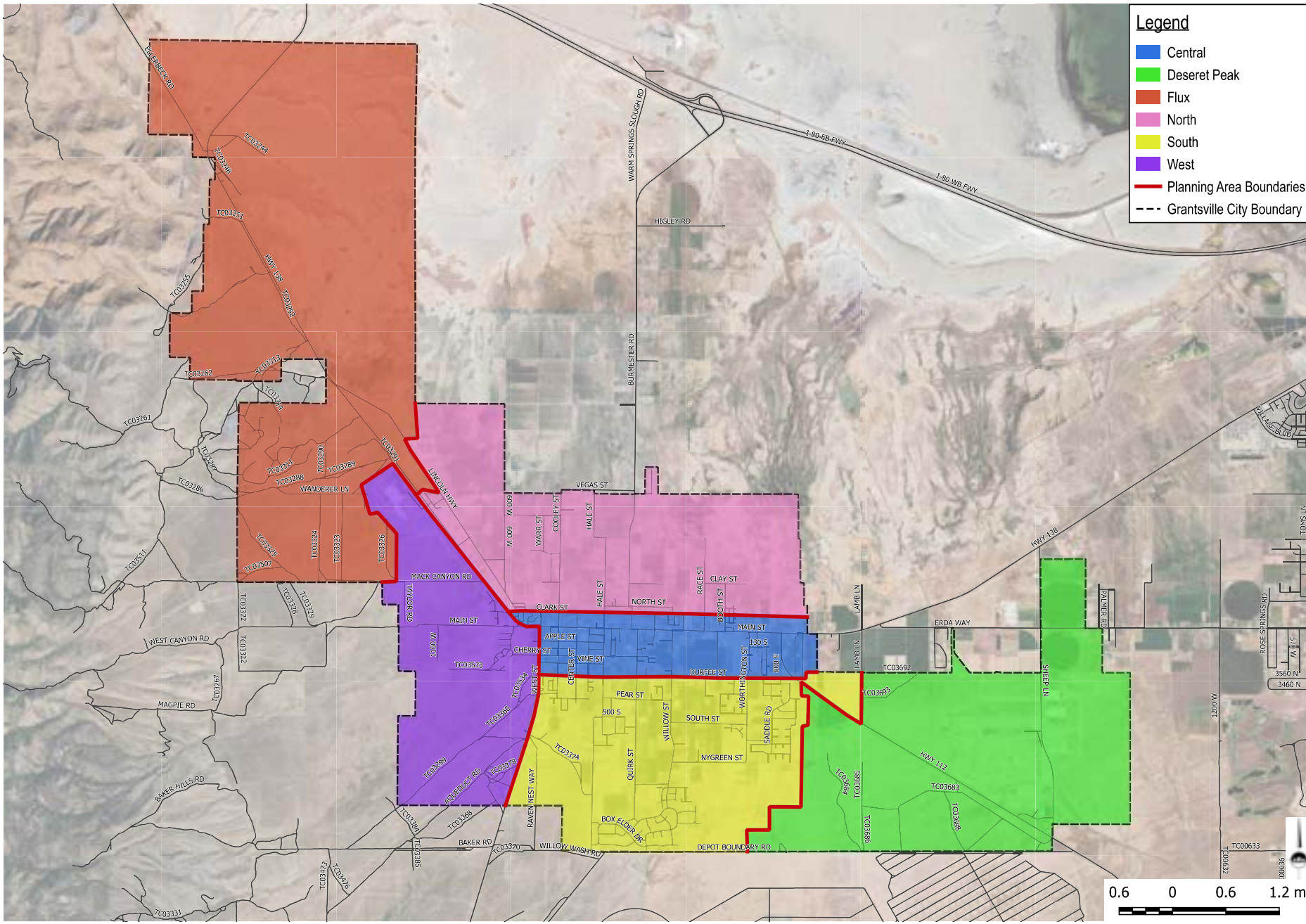


ENSIGN

SANDY
45 W. 10000 S., Suite 50
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.CO

FOR:
CITY OF GRANTSVILLE
429 E MAIN STREET
GRANTSVILLE, UTAH 84029

CONTACT:
MAYOR NEIL A. CRITCHLOW
PHONE: 435-884-3411

GRANTSVILLE CFP, IFFP, AND IFA

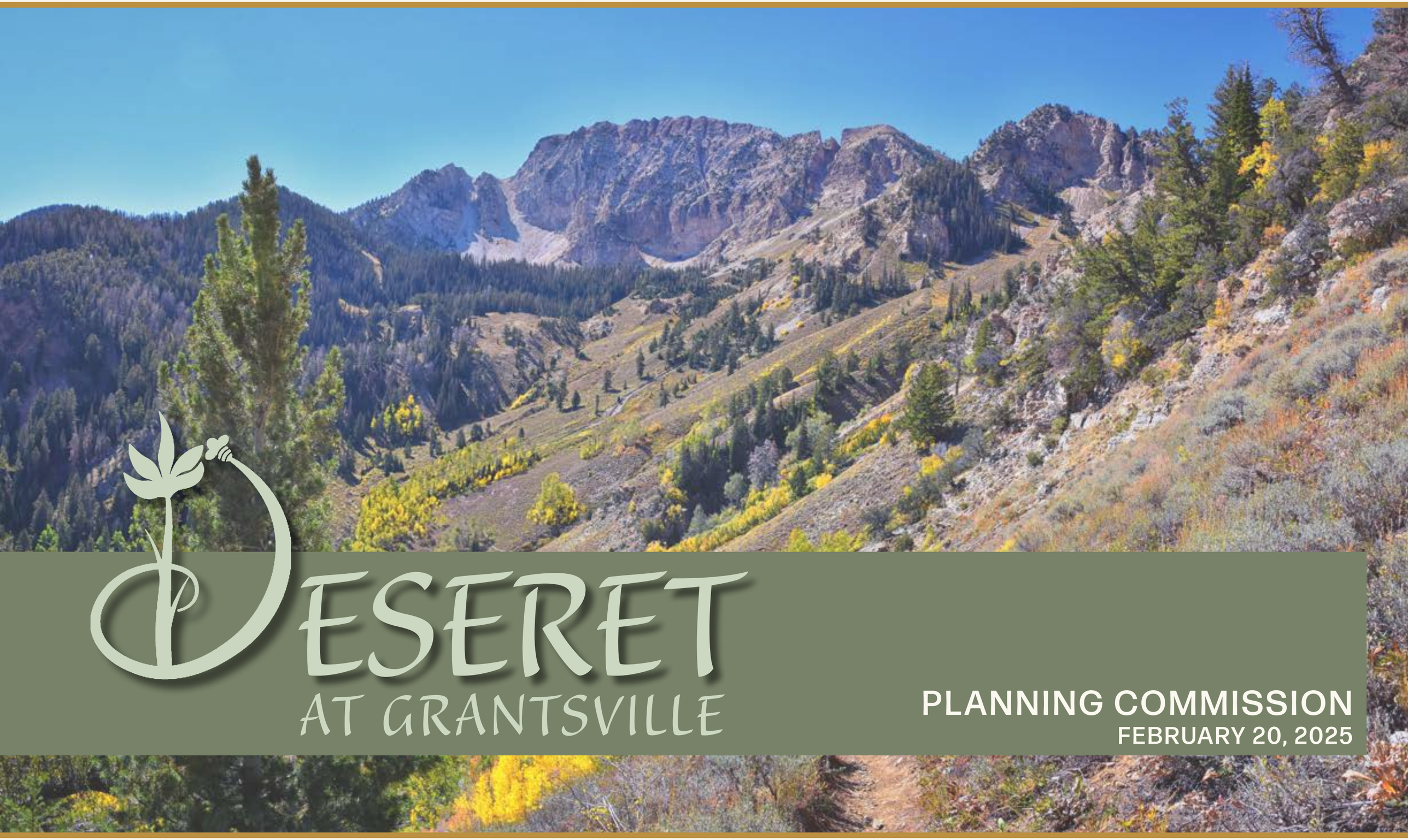
GRANTSVILLE, UTAH

PLANNING AREAS

PROJECT NUMBER	PRINT DATE
10766D	2024-04-23
PROJECT MANAGER	DESIGNED BY
R. ROUSSELLE	M. SANFORD

FIG 2-1

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD



DESERET
AT GRANTSVILLE

PLANNING COMMISSION
FEBRUARY 20, 2025

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

APPLICATIONS FOR CONSIDERATION

1. GENERAL PLAN AMENDMENT
2. ZONING OVERLAY DISTRICT

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

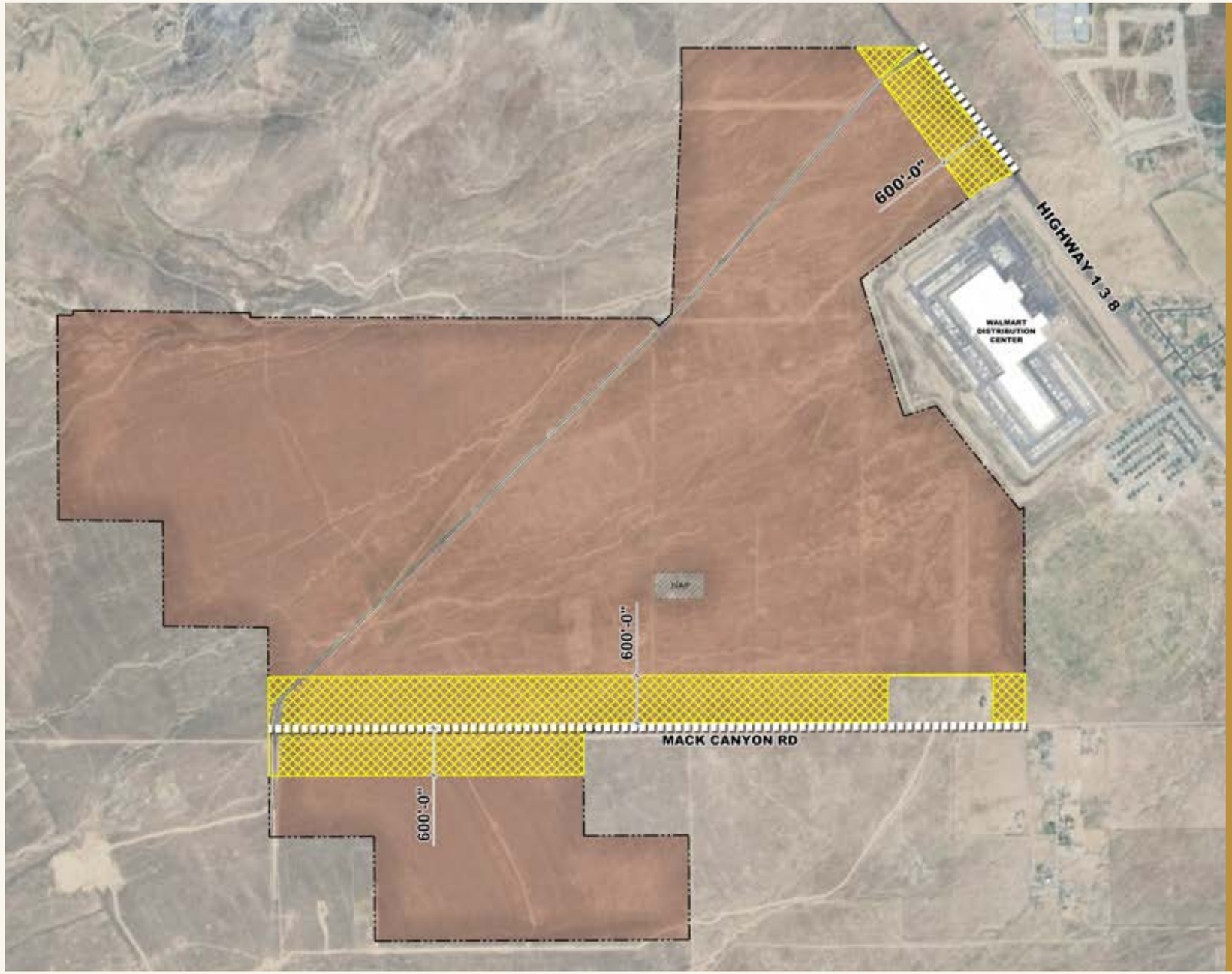
LAND USE SUMMARY		
LAND USE CATEGORY	**AREA (ACRES)**	**UNITS**
COMMERCIAL GENERAL	46.2	0
COMMERCIAL NEIGHBORHOOD	44.1	0
COMMERCIAL FLEX	92.4	462
SUBTOTAL	182.7	462
RESIDENTIAL	139.0	556
RESIDENTIAL FLEX	946.4	5979
SUBTOTAL	1085.4	6535
PARK	117.8	0
OPEN SPACE / DRAINAGE	264.2	0
MAJOR R.O.W.	79.0	0
TOTAL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

DESERET
AT GRANTSVILLE

LAND USE PLAN

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD



COMMERCIAL REQUIRED PER MU ZONING

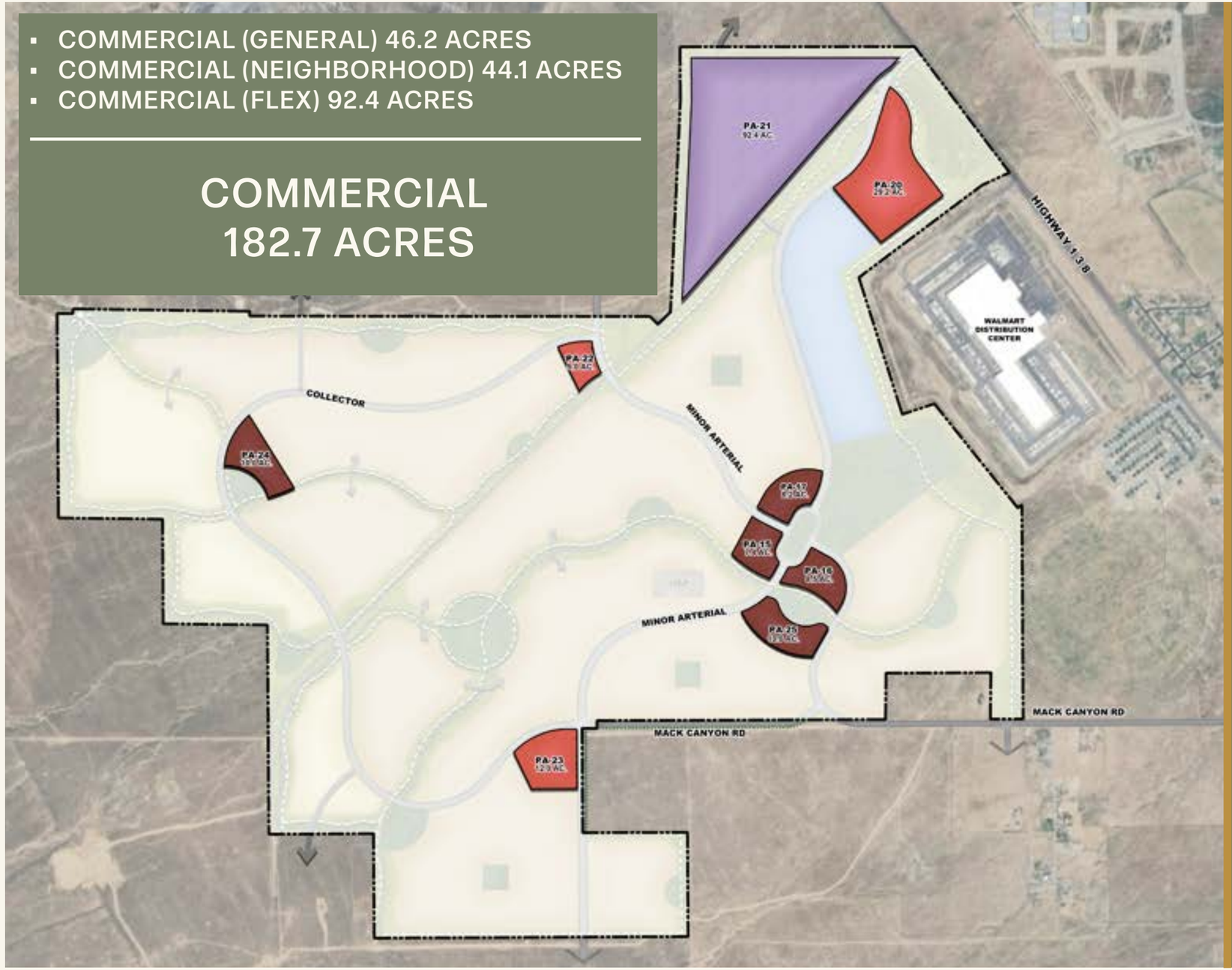
- COMMERCIAL
  - INCLUDE AT LEAST 50% OF THE LAND AREA AS COMMERCIAL FRONTING THE MAJOR STREET.
  - AREA FRONTING THE MAJOR STREETS: 198.9 AC.
  - REQUIRED COMMERCIAL AREA (50%):99.5 AC.
  - COMMERCIAL USES ALLOWED IN THE C-N, C-S, AND C-G

DESERET
AT GRANTSVILLE

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

COMMERCIAL
182.7 ACRES



DESERET
AT GRANTSVILLE

COMMERCIAL
SITE PLAN

February 20, 2025
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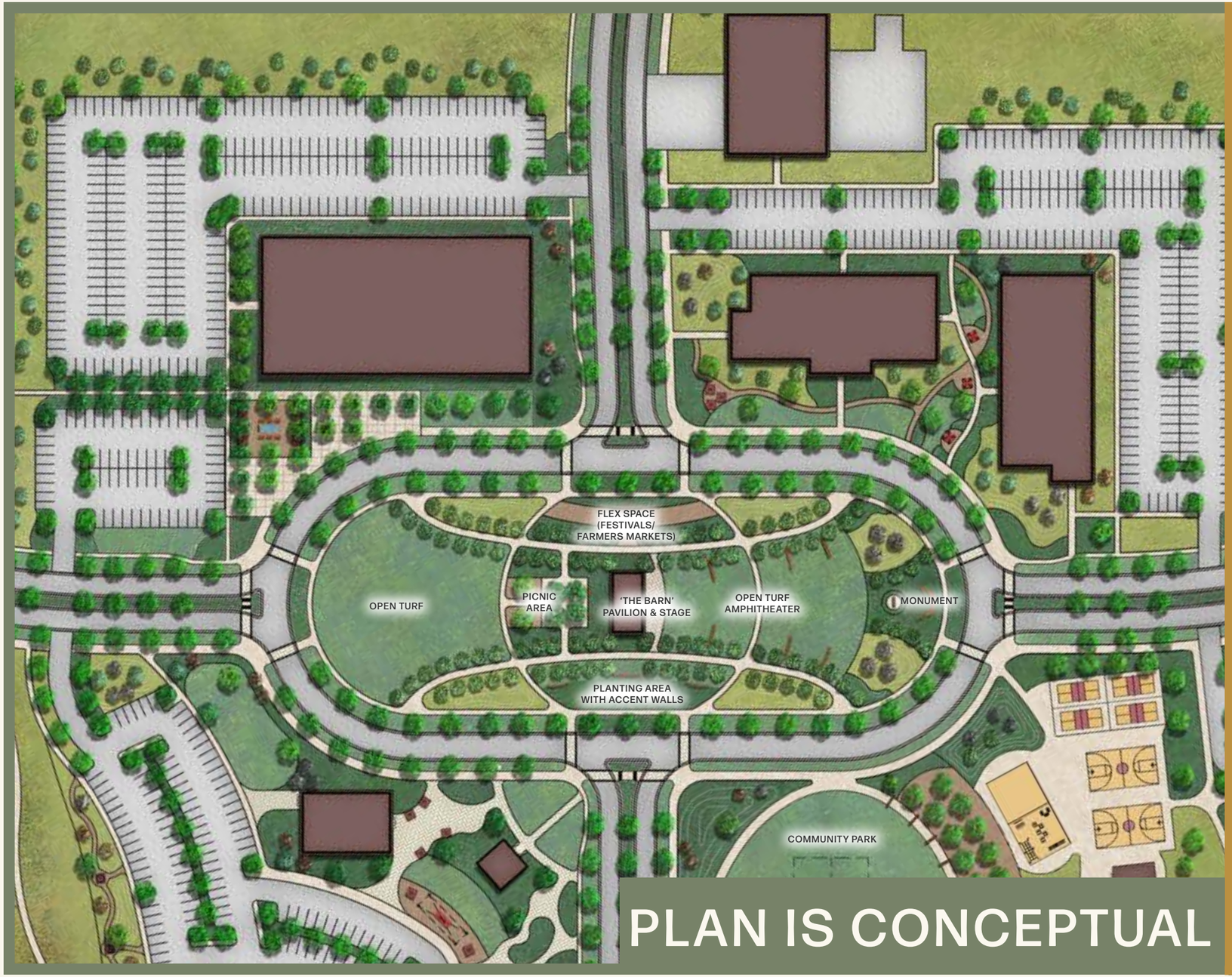


PLAN IS CONCEPTUAL

COMMERCIAL BUILDINGS

COMMUNITY GATHERING SPACES

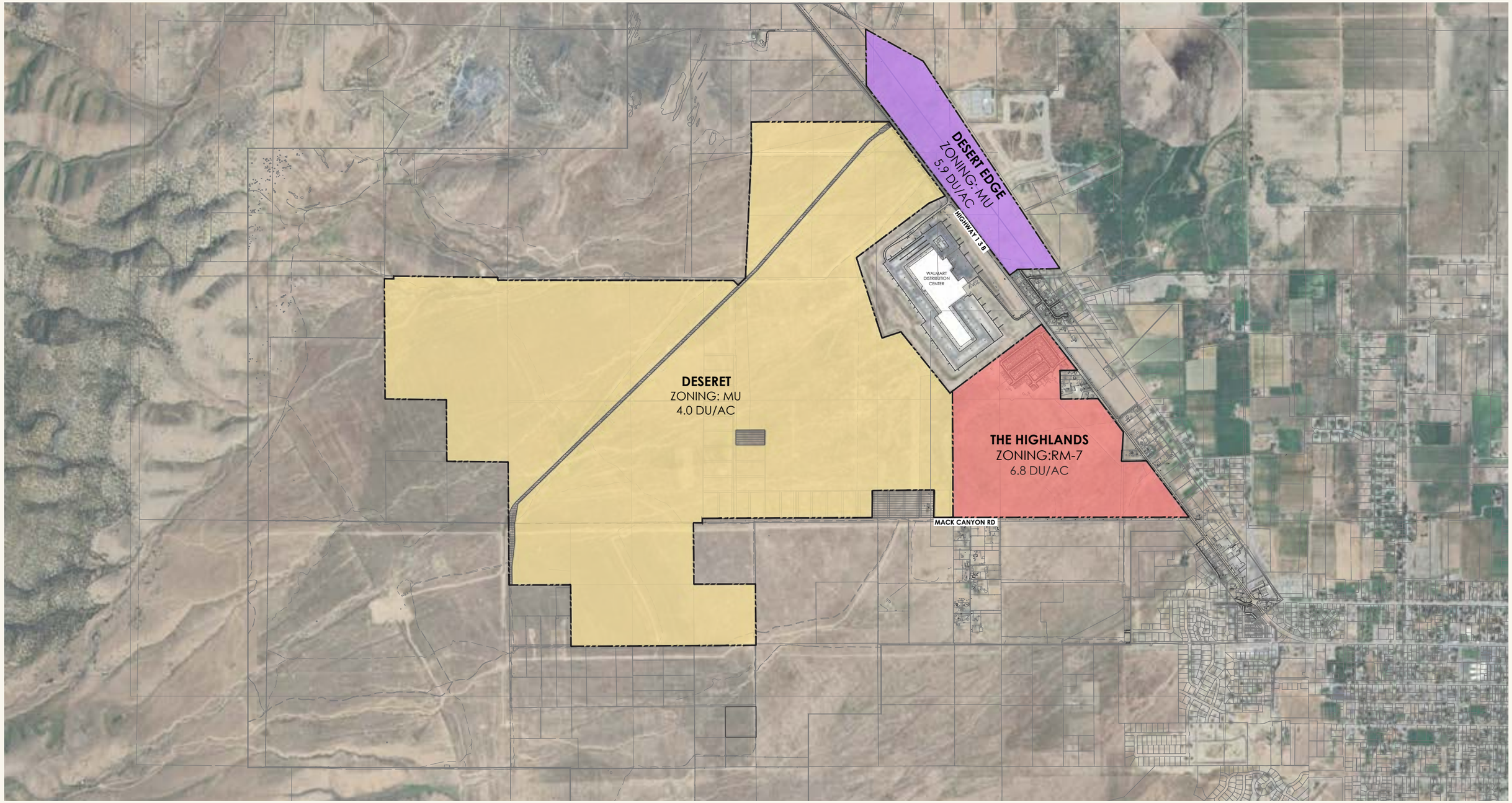
KEYMAP

DESERET
AT GRANTSVILLE

TOWN CENTER
COMMERCIAL

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD



DESERET
AT GRANTSVILLE

SURROUNDING DEVELOPMENTS

DENSITY EXHIBIT

February 20, 2025
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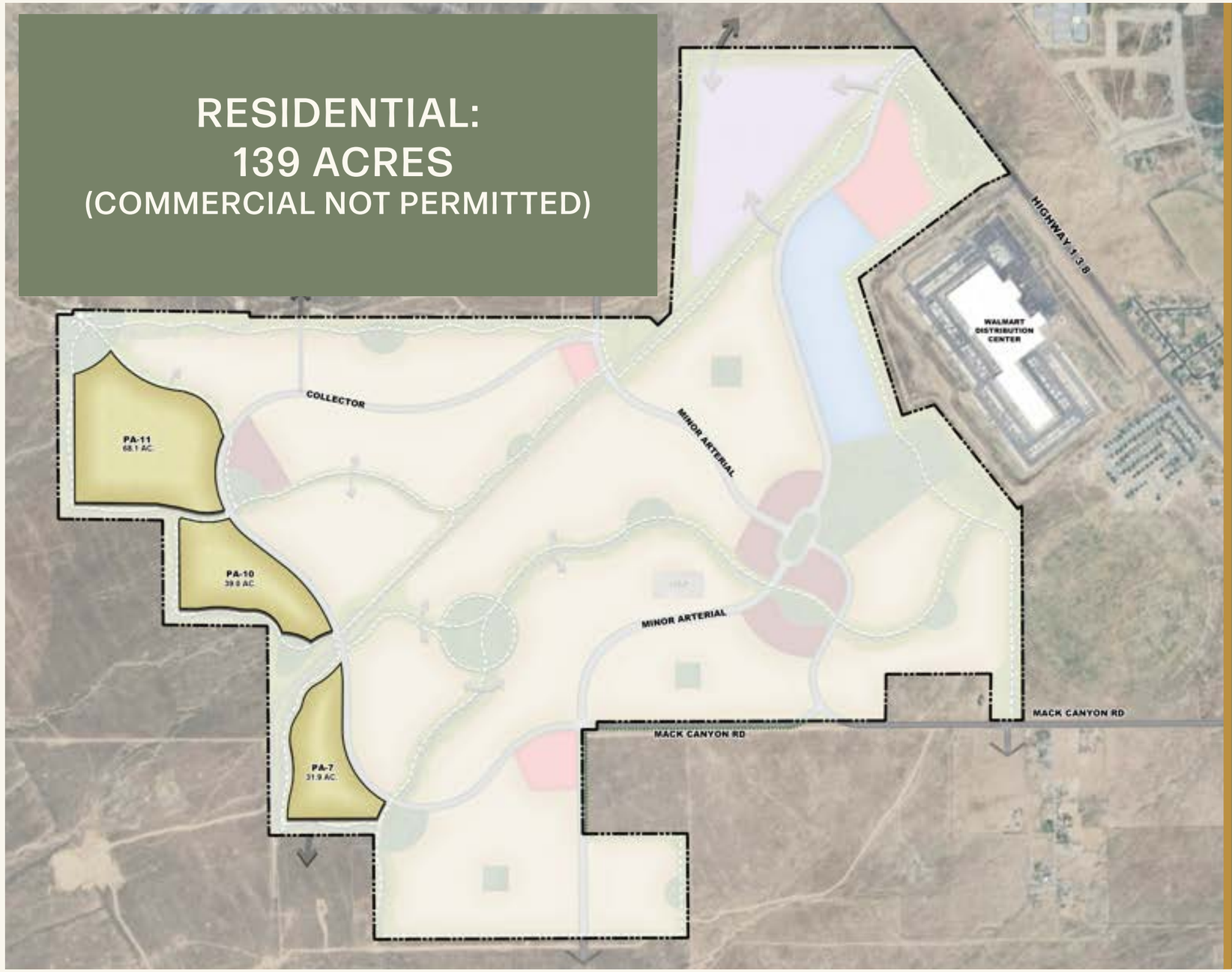
Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

RESIDENTIAL:
139 ACRES
(COMMERCIAL NOT PERMITTED)



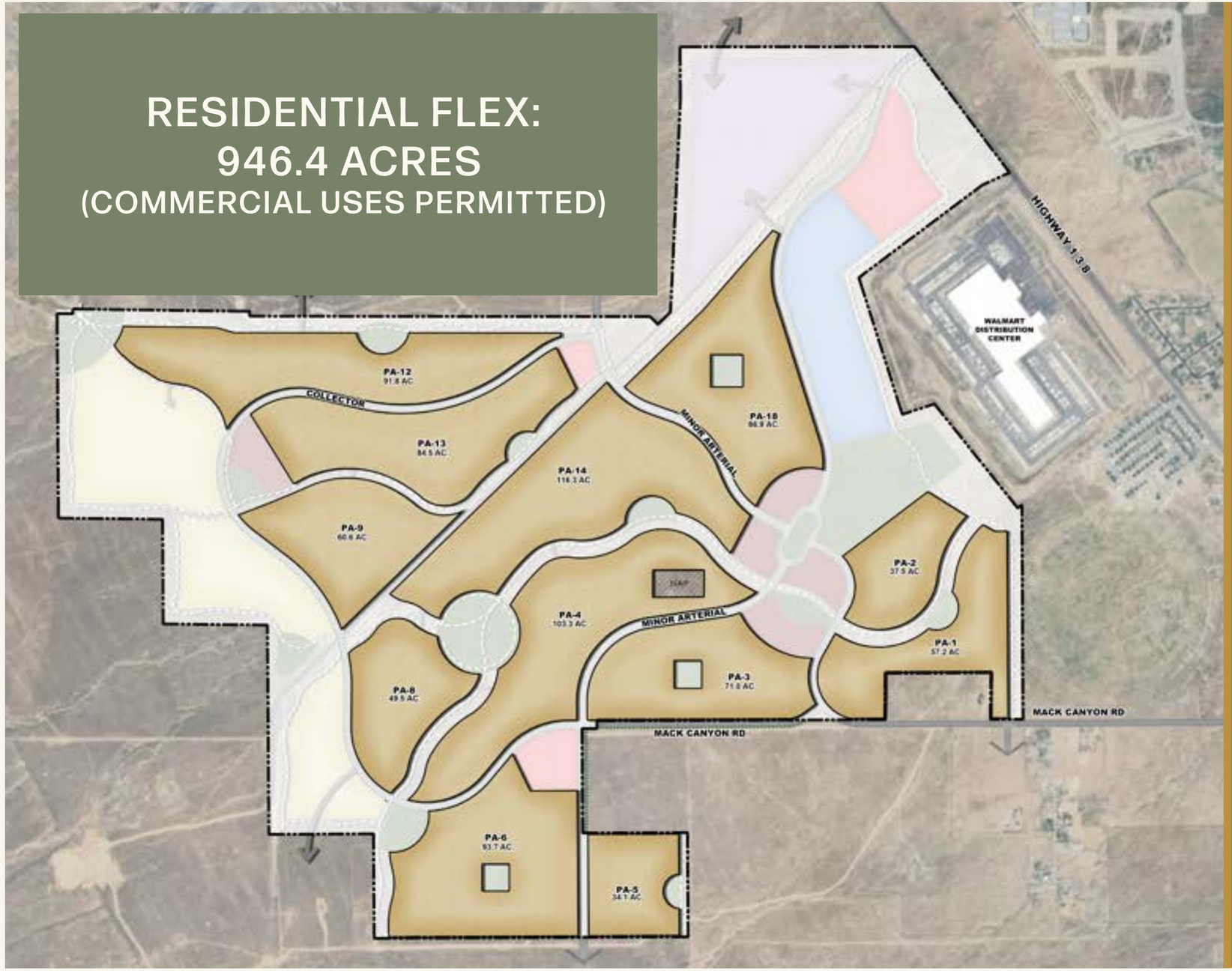
DESERET
AT GRANTSVILLE

RESIDENTIAL
SITE PLAN

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

RESIDENTIAL FLEX:
946.4 ACRES
(COMMERCIAL USES PERMITTED)



SINGLE FAMILY DETACHED

TOWN HOME - FRONT LOADED

NEIGHBORHOOD RETAIL

DESERET
AT GRANTSVILLE

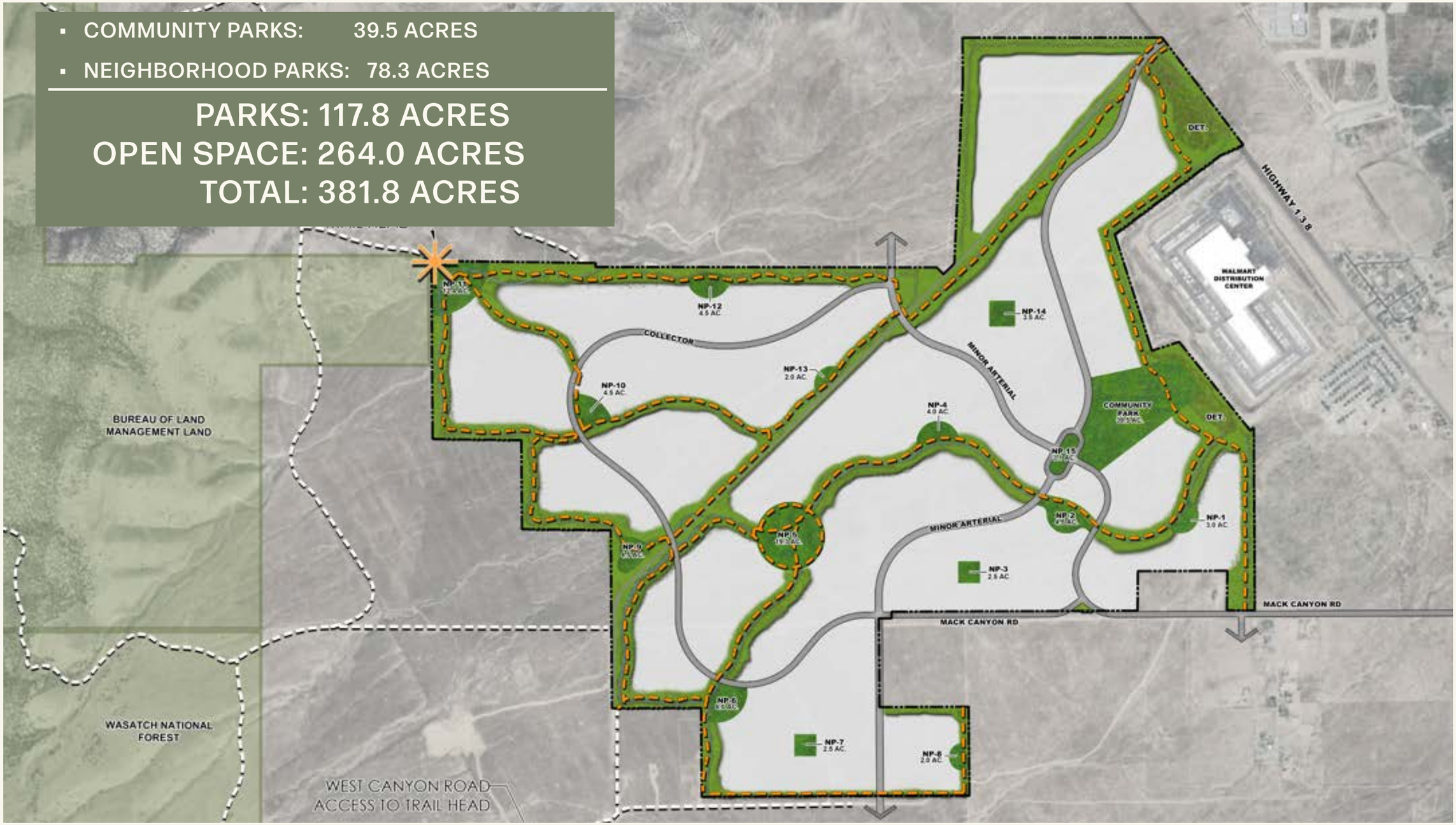
RESIDENTIAL FLEX
SITE PLAN

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

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



DESERET
AT GRANTSVILLE

PARKS, TRAILS & OPEN SPACE

SITE PLAN

February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

PLAN IS CONCEPTUAL

SPORTS COMPLEX

COMMUNITY SPACE WITH OPEN TURF

CENTRALIZED AMENITY HUB

DESERET
AT GRANTSVILLE

COMMUNITY PARK (40 ac.)

ENLARGEMENT

February 20, 2025
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Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

DESERET
AT GRANTSVILLE

NEIGHBORHOOD PARK (3.5 ac.)

ENLARGEMENT

February 20, 2025
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Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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) X 4 ACRES = 98.0 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.

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RENDERING IS CONCEPTUAL

DESERET
AT GRANTSVILLE

TOWN GREEN
RENDERING

February 20, 2025
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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

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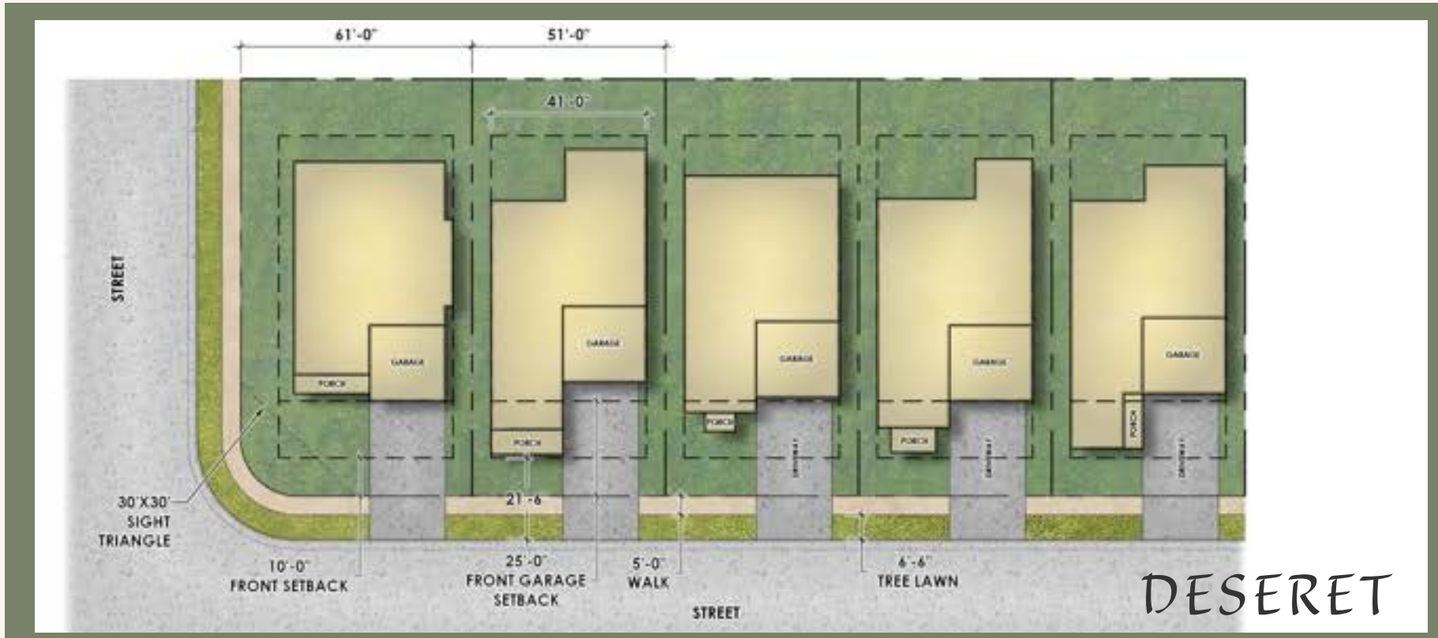

SINGLE FAMILY ATTACHED (TOWNHOMES)

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)

DESERET
AT GRANTSVILLE

DEVIATIONS

FRONT SETBACKS

February 20, 2025

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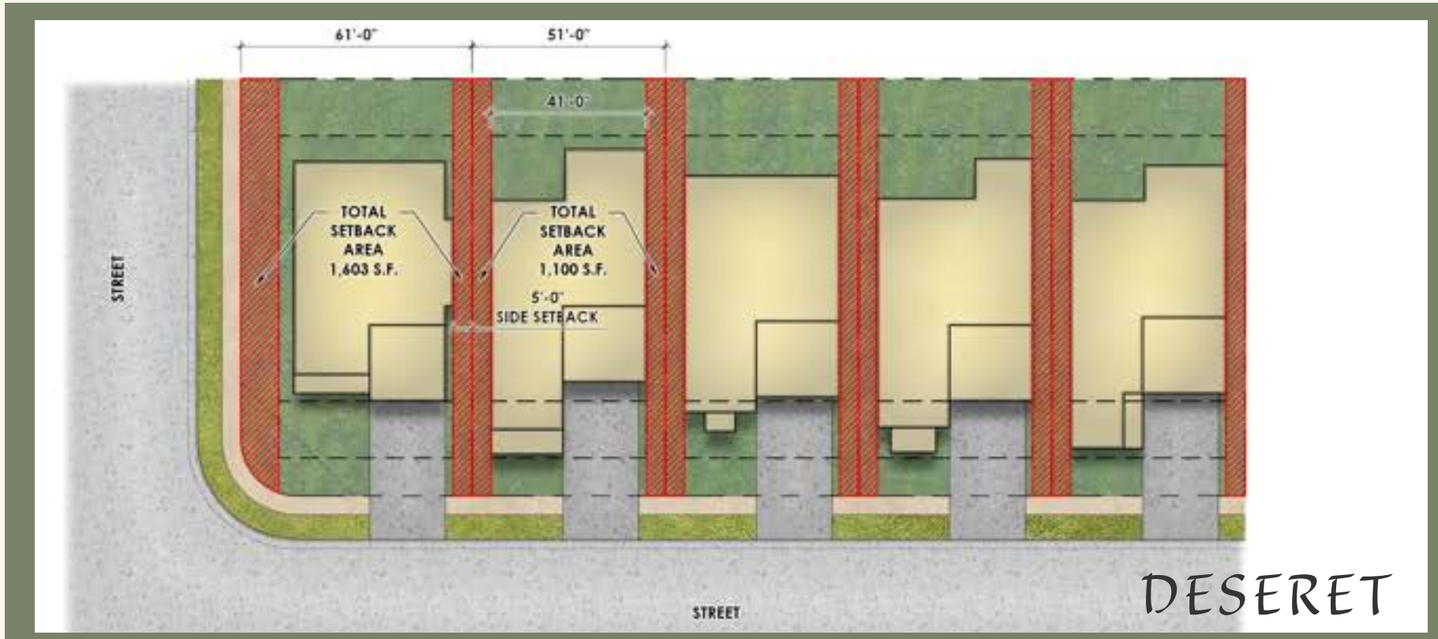


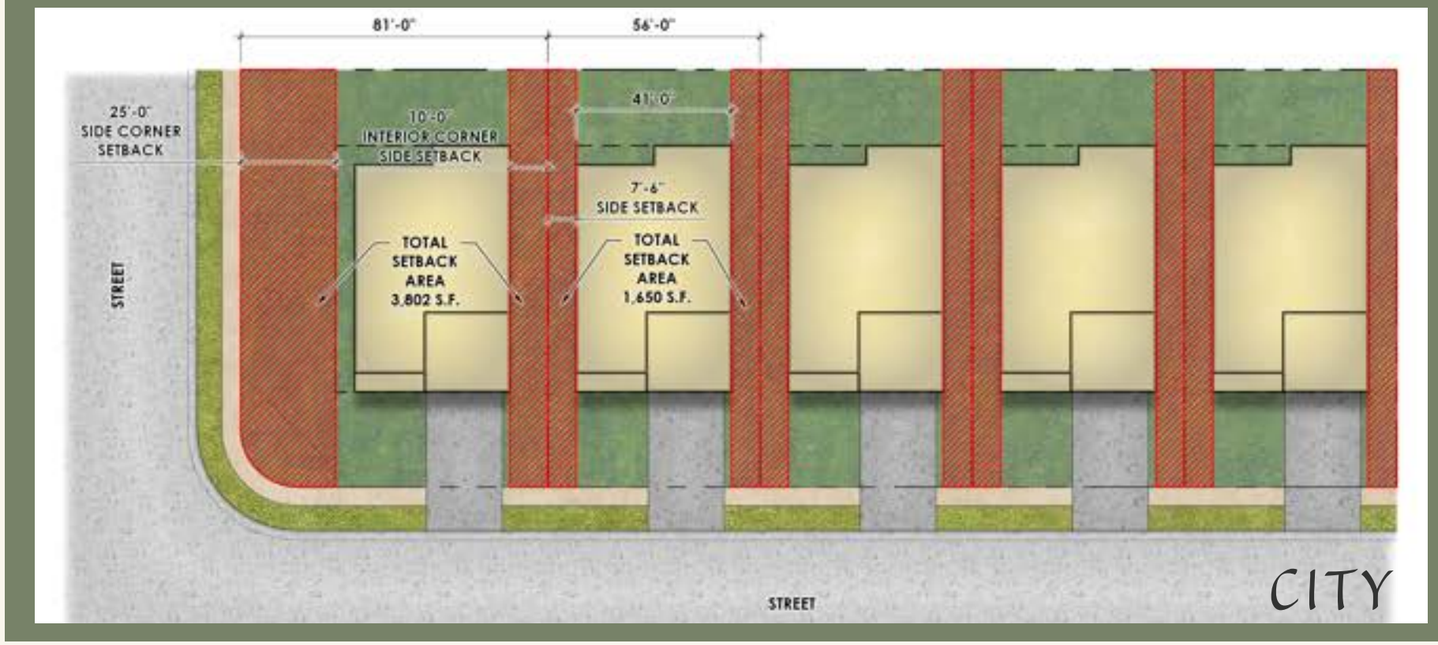
DESERET

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)



CITY

SINGLE FAMILY DETACHED

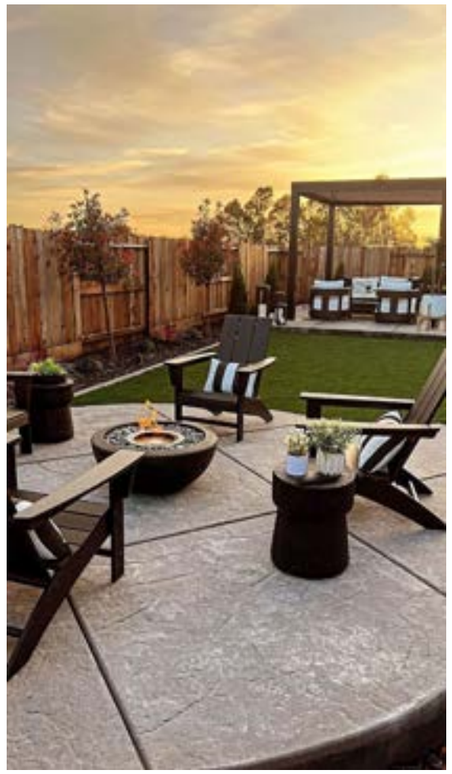
CITY STANDARD	DESERET STANDARD
7.5 FEET	5 FEET (FRONT LOADED) 5 FEET (ALLEY LOADED)

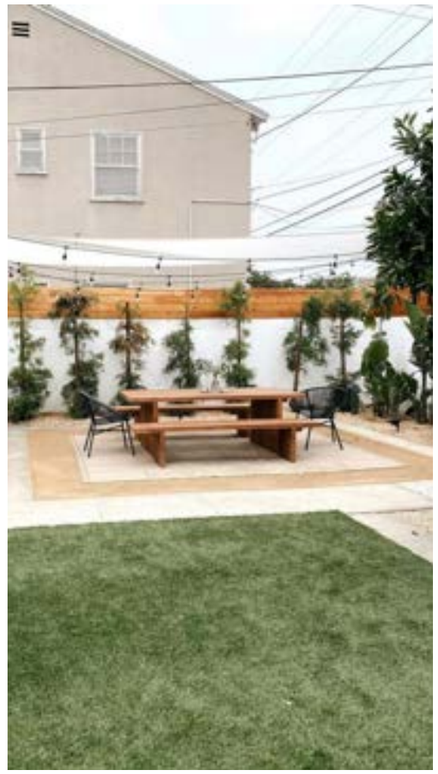
DESERET
AT GRANTSVILLE

DEVIATIONS

SIDE SETBACKS

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD





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)

DESERET
AT GRANTSVILLE

DEVIATIONS

REAR SETBACKS

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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)

DESERET
AT GRANTSVILLE

DEVIATIONS

LOT SIZES

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

RENDERING IS CONCEPTUAL

PHASE DEVELOPMENT

CITY STANDARD	DESERET STANDARD
▪ 50 LOTS PER FILING	▪ 200 LOTS PER FILING
▪ SUBSEQUENT FILINGS ONLY WHEN 70% BUILT	▪ 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	▪ 5 FOOT FRONT OR AS APPROVED BY UTILITY PROVIDER
▪ 7.5 FOOT SIDE AND REAR	▪ 5 FOOT SIDE, ONLY IF NEEDED FOR UTILITY CONNECTIONS

DESERET
AT GRANTSVILLE

DEVIATIONS

SUBDIVISION

February 20, 2025

Renderings, concepts, and plans may vary and are subject to change without notice.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

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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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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	

DESERET
AT GRANTSVILLE

DEVIATIONS
SUBDIVISION

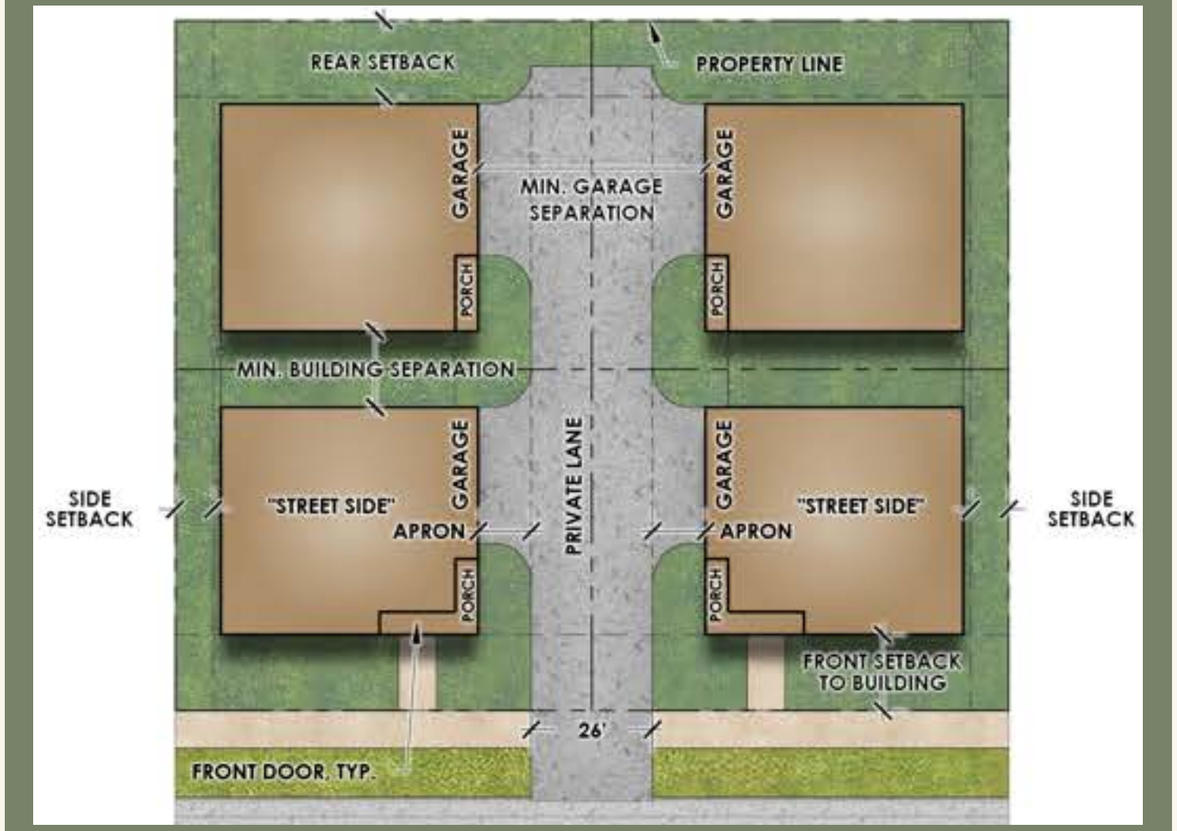
February 20, 2025
Renderings, concepts, and plans may vary and are subject to change without notice.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD



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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

RENDERING IS CONCEPTUAL

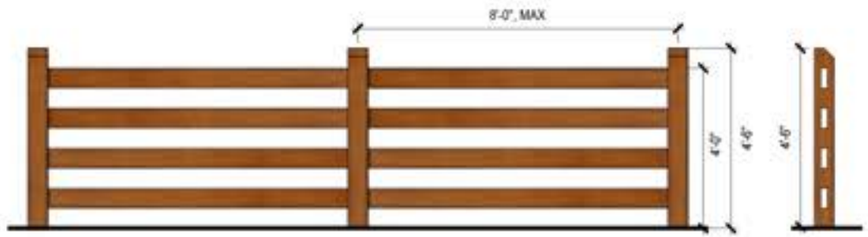
CODE COMPLIANT

- 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

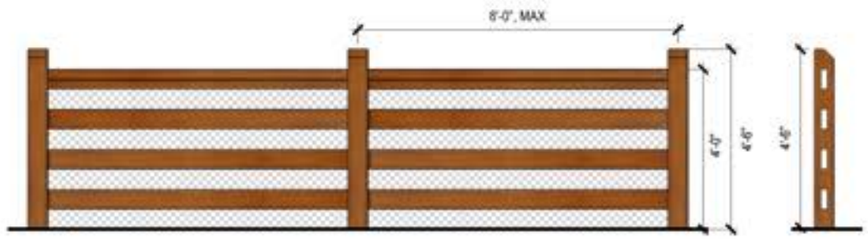
Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

FENCING

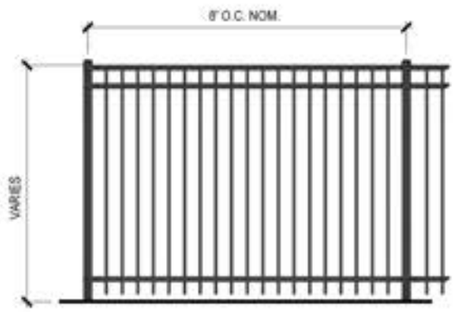
- CITY STANDARD
  - MATERIALS: NONE
  - STYLE: NONE
- DESERET STANDARD:
  - MATERIALS: VINYL NOT PERMITTED
  - STYLE: DETAILS INCLUDED FOR CONSISTENCY THROUGHOUT DESERET



4' OPEN RAIL

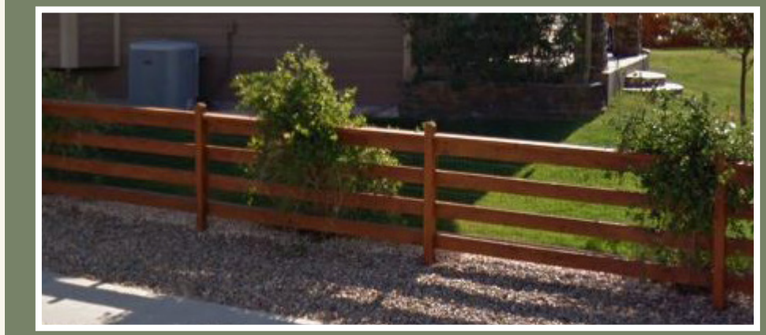


4' OPEN RAIL WITH WIRE MESH



ORNAMENTAL METAL FENCE

6' PRIVACY FENCE



4’ WOOD OPEN RAIL FENCE

6’ SOLID WOOD PRIVACY FENCE

6’ ORNAMENTAL METAL FENCE

DESERET
AT GRANTSVILLE

CODE ENHANCEMENTS

FENCING DESIGN STANDARDS

February 20, 2025
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Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

- 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)

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

RENDERING IS CONCEPTUAL

DESERET
AT GRANTSVILLE

LANDSCAPE
RENDERING

February 20, 2025
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Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

DESERET
AT GRANTSVILLE

CODE ENHANCEMENTS

ARCHITECTURE

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

LIGHTING

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

DESERET
AT GRANTSVILLE

CODE ENHANCEMENTS

LIGHTING

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

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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

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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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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.

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

WHERE HERITAGE MEETS HOME

DESERET
AT GRANTSVILLE

THANK YOU!

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

STATE OF UTAH)
) SS:
COUNTY OF TOOELE)

I, Braydee Baugh, 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 2025-28 duly adopted by the City of Grantsville, by the Council thereof at a meeting duly called and held in Grantsville, UT on the 21st of May, 2025 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 a short summary of the ordinance on the Utah Public Notice Website on the 23rd of May, 2025

Publication – Utah Public Notice Website

(S E A L)

DocuSigned by:
Braydee Baugh
9CB64E7D323F486...

Braydee Baugh
City Recorder

GRANTSVILLE CITY
INCORPORATED JAN 12
1867
SEAL

EXHIBIT C

(DZOD Development Concept Plan)

Docusign Envelope ID: 296E0EBE-302F-4CEB-A59D-82C3D879CEAD

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**

DESERET
AT GRANTSVILLE

LAND USE PLAN

February 20, 2025
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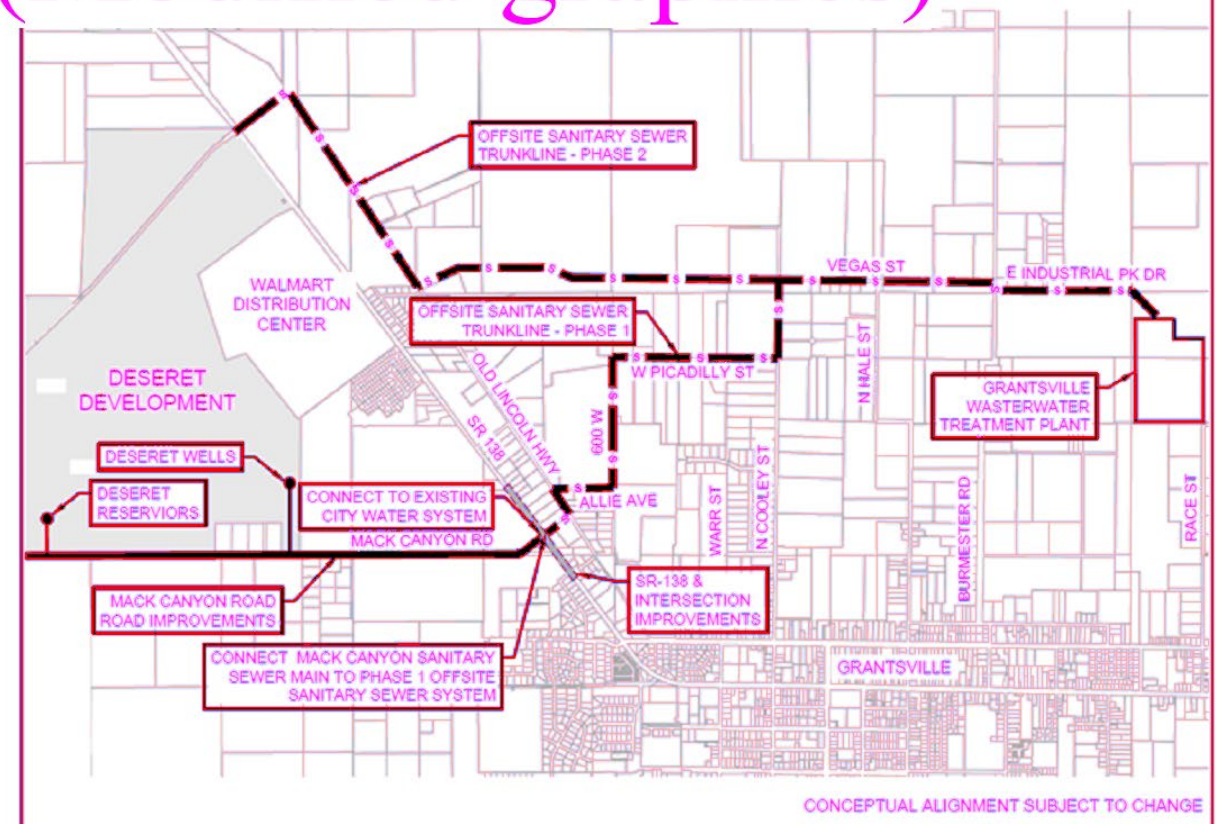
EXHIBIT D

(Depiction of Offsite Improvements)

(Modified graphics)



CONCEPTUAL ALIGNMENT SUBJECT TO CHANGE

N

3000 1500 0

SCALE: 1"=3000'

DRAFT

RICK
8678 CONCORD CENTER DR #200
ENGLEWOOD, CO 80112
303-537-8020
rickengineering.com

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 YELLOWOOD
	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 'BAILEYI'	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, JAPANSES
	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, ROUNDLEAF
	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 'ROUNDABOUT'	SPRUCE, ROUNDABOUT 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, RUFFELED 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, VOODOO
	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 # 6

Consideration of Resolution 2026-73 approving the First Amendment to the Amended and Restated Master Development Agreement for the Highlands Subdivision

GRANTSVILLE CITY
RESOLUTION NO. 2026-73

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT FOR THE HIGHLANDS SUBDIVISION

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

WHEREAS, Grantsville City (the "City") and Deseret Highlands Investments LLC (the "Developer") previously entered into a Master Development Agreement for The Highlands Subdivision on May 20, 2020; and

WHEREAS, the City and Developer subsequently entered into an Amended and Restated Master Development Agreement for The Highlands Subdivision, which was approved by the City pursuant to Resolution No. 2025-57 on September 5, 2025 (the "ARMDA"); and

WHEREAS, the Developer has proposed a First Amendment to the ARMDA to revise the distribution of approved residential housing products, establish and modify phasing provisions, permit concurrent development within the designated development areas, modify certain infrastructure and development standards, and address the reservation of sewer and water capacity; and

WHEREAS, the First Amendment does not increase the maximum approved residential entitlement of 1,887 dwelling units and incorporates a revised phasing plan and development table as Exhibit E; and

WHEREAS, the Planning Commission considered the proposed First Amendment at its October 6, 2026 meeting and made a recommendation regarding the proposed amendment; and

WHEREAS, the City Council has reviewed the proposed First Amendment and finds that approval, subject to the terms and conditions contained therein and the requirements of this Resolution, is in the best interests of the City.

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

Section 1. Approval: The First Amendment to the Amended and Restated Master Development Agreement for The Highlands Subdivision, by and between Grantsville City and Deseret Highlands Investments LLC, is hereby approved and authorized for execution, substantially in the form attached hereto as Exhibit A, subject to any final non-substantive revisions approved by the City Attorney and City staff.

Section 2. Conditions: Approval of the First Amendment is subject to the recommended conditions outlined in the attached staff report, which are incorporated herein by reference.

Section 3. Remaining Provisions: All provisions of the Amended and Restated Master Development Agreement that are not expressly modified by the First Amendment shall remain in full force and effect. In the event of a conflict between the First Amendment and the ARMDA, the First Amendment shall control to the extent of the conflict.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 21ST DAY OF OCTOBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Heidi Hammond

ATTEST

_____
Alicia Fairbourne, City Recorder

EXHIBIT “A”

Staff Report

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

STAFF REPORT

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

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

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

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

Summary of Proposed Amendments

Concurrent Development and Product Types

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

*** Disclaimer: Please be advised that at no point should the comments and conclusions made by The City staff or the conclusions drawn from them be quoted, misconstrued, or interpreted as recommendations. These inputs are intended solely for the legislative body to interpret as deemed appropriate.*
The information provided is purely for the legislative body to interpret in their own right and context. It is crucial to maintain the integrity and context of the information shared, as it is meant to assist in the decision-making process without implying any endorsement or directive, but it is essential that it is understood within the appropriate scope.

Updated Residential Distribution

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

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

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

Phasing Flexibility

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

Waiver of the 70 Percent Sold Requirement

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

Collector Road and Park Trail

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

Sewer and Water Capacity

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

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Planning and Policy Analysis

Effect on Density and Housing Mix

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

Phasing and Outstanding Inventory

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

Infrastructure Completion and Financial Assurance

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

Utility Capacity Commitment

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

Staff Recommended Conditions:

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

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

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

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

Agenda Item # 7

Consideration of Ordinance 2026-27 approving the Alington Planned Unit Development located at approximately 948 East Main Street (SR-138) within the Mixed Use (MU) zoning district

GRANTSVILLE CITY
ORDINANCE NO. 2026-27

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 19TH DAY OF AUGUST, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____

By Mayor Heidi Hammond

ATTEST

_____

Alicia Fairbourne, City Recorder

EXHIBIT “A”

Subdivision Map and Deviation Table

ALINGTON SUBDIVISION

GRANTSVILLE, UTAH

TABULATIONS

		BASE BUILD	GARAGE	LIVING EXPANSION
FLEXBASE =	66 UNITS	1200 SF	-	-
FLEXFLAT (2 UNITS/BLDG)=	30 UNITS	1400 SF	-	-
FLEXGEN =	22 UNITS	1440 SF	576 SF	576 SF
FLEXGARAGE =	108 UNITS	1200 SF	480 SF	480 SF
FLEXPREMIUM =	30 UNITS	1200 SF	480 SF	1280 SF
TOTAL UNITS =	256 UNITS			

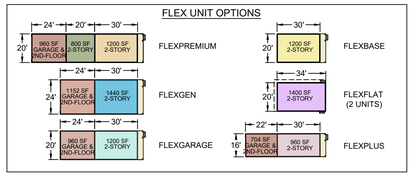
AREA = ±30.25 ACRES
DENSITY = 8.46 UNITS / ACRE
COMMERCIAL AREA = ±4.24 ACRES (14%)
OPEN SPACE AREA = ±6.80 ACRES (22%)

RESIDENTIAL PARKING PROVIDED

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

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

FLEX UNIT OPTIONS



NORTH

SCALE: 1"=80'

80.0004 40.0002 0 80.0004

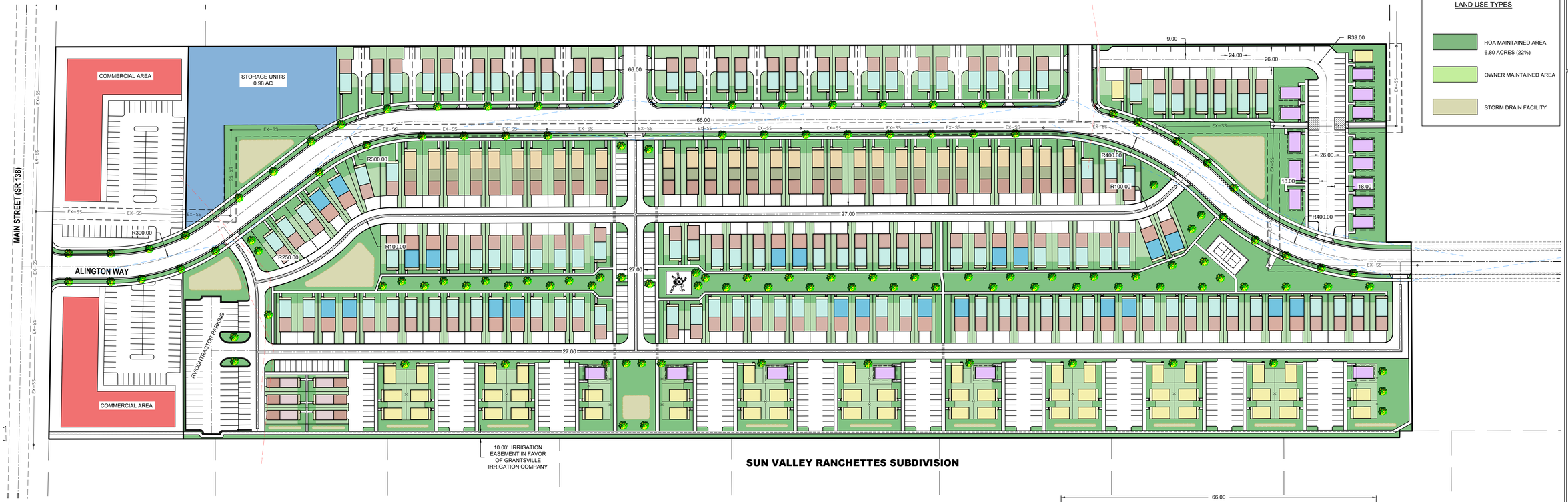
LEGEND

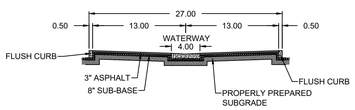
SIGHT LINE ACCORDING TO 2018 AASHTO STANDARDS, FIGURE 9-17 (25mph/280' R & 240' L)

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

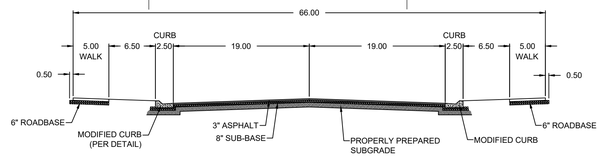
LAND USE TYPES

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



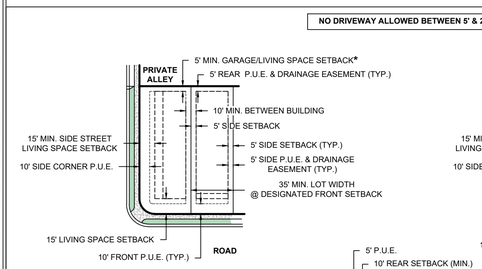


PRIVATE ALLEY

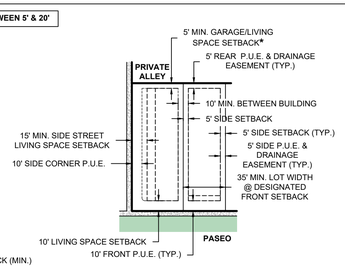


PUBLIC RIGHT-OF-WAY

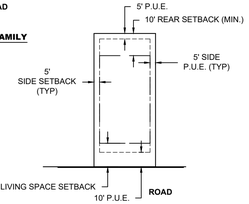
NO DRIVEWAY ALLOWED BETWEEN 5' & 20'



ALLEY LOAD - SINGLE FAMILY

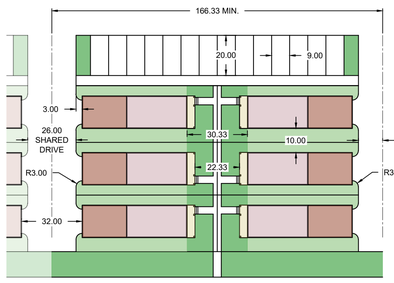


ALLEY LOAD - SINGLE FAMILY



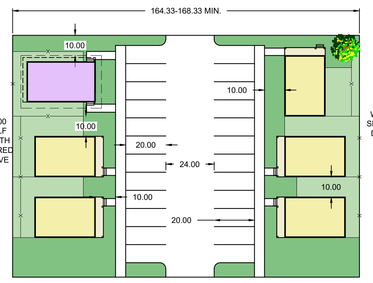
CITY STREET - SINGLE FAMILY

CLUSTER PAD OPTIONS



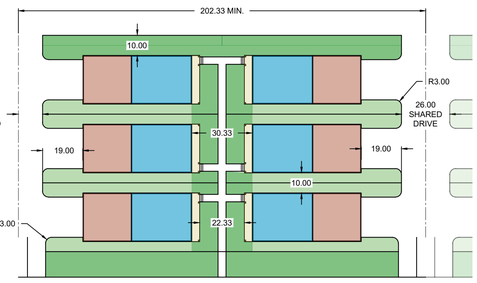
6 FLEXPLUS UNITS

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



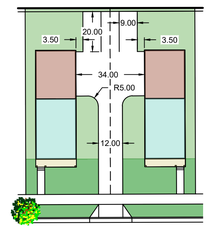
FLEXBASE or FLEXFLAT UNITS

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



6 FLEXGEN UNITS

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



FLEXGARAGE UNITS w/ SHARED DRIVE

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STRUCTURAL
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NOT FOR CONSTRUCTION

ALINGTON SUBDIVISION
GRANTSVILLE, UTAH
CONCEPT PLAN

REVISIONS
1 -
2 -
3 -
4 -
5 -

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

SHEET 1

U:\0_LEI PROJECTS\2026\2026-0022 ALINGTON FLEX-GRANTSVILLE\CAD\DWG\CONCEPTS\CONCEPT 08.DWG 5/14/2026 9:49 AM

GLUDMC Zoning				Flex Home Alington PUD Proposed Deviations
Base Code Items				FlexReady Product Proposal SF Homes 34.14 Acres
Chapter 4.34 Multi Unit Residential Development Attached DU		Chapter 19a Mixed Use District	Chapter 12 PUD	19a Mixed Use - Single Family (Detached)
Code Category	**Code Detail**	**Code Detail**	**Code Detail**	**Application**
Maximum DU Net density 34.14 AC	260.81 SF Attached	260.81 SF Attached and 156.48 SF Detached	CH 19a SF detached and 4.34 SF Attached	256 Single Family Units Detached
Minimum Lot Size	2,400 sq. ft. for attached housing	4,000 SF for single family	CH 19a SF detached and 4.34 SF Attached	FlexBase Min: 1,200-2,175 sq. ft. FlexGen: 3,040-5,090 sq. ft. FlexGarage: 2,523-3,750 sq. ft. Flex Premium 3,820-7,030 sq. ft. Flexplus Min: 1,100 sq. ft. FlexFlat Min: 2,000 sq. ft.
Minimun Lot Frontage	30 feet for attached housing	50 feet single family	CH 19a SF detached and 4.34 SF Attached	30 feet accomodates alley and side load design
Minimum Yard Setbacks				**Minimum Yard Setbacks**
Front Yard	25 feet	25 feet	CH 19a SF detached and 4.34 SF Attached	Public Road: 15 feet to living space 20 feet to garagePrivate Alley/Parking Access: 10 feet to living space
Rear Yard	20 feet	20 feet	CH 19a SF detached and 4.34 SF Attached	20 feet for project exteriorPrivate Alley/Parking Access: 5 foot minimum driveway with no parking 20 feet maximum driveway No driveway allowed between 5 and 20 feet
Building to Building Spacing	30 feet		CH 19a SF detached and 4.34 SF Attached	NA
Interior Side Yard				5 feet
Corner Side Yard	25 feet on each side fronting street for sight triangle	25 feet for fronting street	CH 19a SF detached and 4.34 SF Attached	15 feet to living space or 20 feet to garage with sight triangle verification
Side setback to property boundry	15 feet	7.5/10 feet or 15 on both sides	CH 19a SF detached and 4.34 SF Attached	10 feet
Open Space (part of common area)	10%	25% Landscaping Open Space	Minimum of 20% of the total project area to be used for landscaping or open space. Required stormwater facilities may not be considered as part of the minimum open space. projects containing a residential component containing more than 4 dwelling units, at least 10% of the total parcel acreage shall be improved, fully landscaped, amenity rich, active open space.	Complies using HOA landscaped and maintained area 6.36 Acres - 22%
Building Coverage		50%	50%	60%
Parking				**Parking**
Per Unit	2 per unit	CH 4.34 and 6 of GLUDMC	CH 4.34 and 6 of GLUDMC	1,100 = 4.29 stalls per unit
RV parking	CH 6 of GLUDMC	CH 4.34 and 6 of GLUDMC	CH 4.34 and 6 of GLUDMC	38 Parking stalls
Striped/Visitor Parking	1 per unit (first 10) than 0.5/unit, <200 ft away from units. 127 vistor stalls required	CH 4.34 and 6 of GLUDMC 127 vistor stalls required	CH 4.34 and 6 of GLUDMC 127 vistor stalls required	413 Parking stalls
Total				1,138 Total
Other				**Other**
Landscaping	Ch 9 of GLUDMC	Ch 9 of GLUDMC	Ch 9 of GLUDMC	6.36 Acres - 22%
ADA accessible	Ground floor units	CH 4.34 of GLUDMC	CH 4.34 of GLUDMC	Complies
Commercial Component	See Chapter 19a and Chapter 12 PUD	All properties developed under the Mixed Use District that are one acre or greater shall include at least 50% of the land area as commercial fronting the major street.	All PUD Districts that are one acre or greater shall include at least 25% of the land area as a commercial use, which may be reduced by the City Council in its full discretion.	4.42 acres
Minimum Dwelling Size	900 square feet of living space	900 square feet of living space	CH 19a SF detached and 4.34 SF Attached	900 square feet of living space
Buffering		Ch 9 of GLUDMC	For lots against the lot boundary, or a passive-use landscaped buffer of at least 30' feet wide containing trees and privacy fencing shall be included.	7 feet
MIH	PUD Districts that do not seek to increase the overall density allowed within the most restrictive of the underlying district for the applicable residential unit type may be eligible for a reduction in any moderate-income housing element requirements. For residential projects requesting increases in density, at least 50% of the requested additional units shall: (i) Be owner occupied for not less than 10 years; (ii) Be reserved for occupancy by households with gross household income equal to or less than 80% of the median gross income for households of the same size in the County; and (iii) Be subject to deed-restrictions or similar recorded documents in a form acceptable to the City Attorney to assure these conditions are enforced.			Asking for 256 SF DU, code allows 156.48 SF DU, 100 would be 50%. 50 DU would need to be dedicated and deed restricted to MIH
Public Utility Easement 21.6.8	7.5 feet sides and rear - 10 feet front			5 feet front, sides, and rear PU&DE

Agenda Item # 8

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

GRANTSVILLE CITY
RESOLUTION NO. 2026-62

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 19TH DAY OF AUGUST, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Heidi Hammond

ATTEST

_____
Alicia Fairbourne, City Recorder

EXHIBIT “A”

Master Development Agreement

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

STAFF REPORT

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

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

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

BACKGROUND

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

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

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

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

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

PURPOSE OF THE MASTER DEVELOPMENT AGREEMENT

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

The agreement is intended to:

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

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

SUMMARY OF THE AGREEMENT

The proposed Master Development Agreement addresses the following major components:

Project Description

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

The project includes:

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

Development Standards

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

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

Development Review

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

Infrastructure Improvements

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

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

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

Open Space

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

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

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

Homeowners Association

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

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

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

Sewer Reimbursement

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

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

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

Water and Sewer Service

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

Vested Rights

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

STAFF ANALYSIS

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

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

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

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

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

STAFF FINDINGS

Staff finds that:

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

CONDITIONS OF APPROVAL

Staff recommends the following conditions:

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

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

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

WHEN RECORDED, RETURN TO:
Grantsville City
Attn: City Recorder
429 East Main Street
Grantsville, Utah 84029

COVER AND PROJECT INFORMATION SHEET

FOR GRANTSVILLE CITY MASTER DEVELOPMENT AGREEMENT

made as of the _____ day of _____ in the year 2026.

Between the "Developer":
Ironwood Real Estate, LLC (Joseph White)
359 Investments, LLC (Kyle Olsen)

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

for the following **Project:**

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

Underlying Zone(s): Mixed Use

Effective Date: _____

Developer Contact: Joseph White
8303642@gmail.com
435-830-3642

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

Approval Ordinance: _____

GRANTSVILLE CITY

MASTER DEVELOPMENT AGREEMENT

FOR

ALINGTON FLEX HOMES PUD

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

RECITALS

WHEREAS, the Developer seeks to develop property within Grantsville City, Utah (the "**Project**"). The property consists of approximately 33.67 Acres, identified as Tooele County Parcel No. 01-059-0-0040, 01-059-0-00R1, and 01-059-0-0039 and is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Property**"); and

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

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

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

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

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

WHEREAS, the City Planning Commission held a duly noticed public hearing, and subsequently recommended approval of the application for the Project on July 7, 2026, with the conditions specified in that recommendation incorporated into this Agreement; and

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

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

1. Effective Date, Termination

1.1. The "Effective Date" of this Agreement is the effective date of the enacting ordinance by the City Council, regardless of any difference or delay in time between that date and the date(s) upon which it is signed by any of the Parties, and shall be indicated on the Cover Sheet. The City may not execute this Agreement until approved by the City in accordance with GLUDMC.

1.2. This Agreement shall be in full force and effect until the earliest occurrence of: (i) such date as the Project is abandoned, defined as written notice from Developer to the City that it no longer intends to develop the Project; (ii) the use or active development is discontinued for a period of more than two (2) years; or (iii) the Developer defaults on any provision of this Agreement and the default is not resolved as specified in this Agreement. Failure to proceed with development pursuant to this Agreement shall be deemed failure to implement the application with reasonable diligence pursuant to Utah Code Ann. Section 10-20-902.

2. Project Description

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

3. Development Standards

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

standards and the remaining development standards in the City code are the "**Development Standards**" for the Project.

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

3.2. Use of the Property. This Agreement does not modify, amend, or otherwise alter the uses permitted, conditioned, or restricted in the Underlying Zone except as expressly identified on **Exhibit D** "Zoning Modifications." All uses not expressly modified by this Agreement remain in full force and effect. Developer acknowledges a separate rezoning request must be submitted to modify the permitted and conditional uses in the applicable zone.

3.3. Phasing. If the Project includes multiple phases, Developer shall include general depiction of any potential phases in the conceptual site plan attached hereto as **Exhibit B**. All phasing shall comply with Section 21.4.3 of the Grantsville City Land Use Development and Management Code ("**GLUDMC**"). City and Developer hereby acknowledge that any additional phases of the Project shall be subject to the terms of this Agreement and which may be reviewed and approved by the City.

3.4. Density; Maximum Units; Square Footage. Subject to the Development Standards, Developer may build up to # 256 Single Family Homes in the Project. The City does not, and may not, provide Developer with any guarantee of the number of units, density, or non-residential square footage which may be built in the Project. Developer assumes all responsibility for development and design of the Project within the Development Standards, which may result in fewer total unit than expected.

3.5. Approvals. Prior to issuance of a building permit for any phase of the Project, Developer shall submit an application for "**Development Review**" of the site plan and building elevations to the City for review and approval. Review and approval by the City is intended to assure that certain development components substantially conform with this Agreement. Development Review approval submittals need only include that portion of the Property for which approval is being sought by Developer. Following approval by the City, the approved Development Review Submittals (defined below), supporting data and materials shall be made part of this Agreement and deemed to be an integral part of this Agreement. In the event of any inconsistency between approved plans and the terms of this Agreement, the terms of this Agreement shall govern. Any Development Review Submittals and approvals shall comply with the requirements of GLUDMC for the appropriate development application, including preliminary and final checklists published by the City.

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

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

3.5.3. Notwithstanding anything to the contrary in Grantsville City Code, this Agreement, or the Master Plan, prior to obtaining a certificate of occupancy for any structure, Developer shall obtain a Fire Marshalls Certification which shall ensure that available fire flow meets or exceeds the IFC standards for the structure type. Grantsville may withhold issuance of any certificate of occupancy for a structure where this provision is not satisfied.

3.6. Modification. The terms and conditions of this Agreement or of any Development Review approval issued in accordance with this Agreement may be modified administratively by the Planning Commission upon written request by Developer so long as the modifications are in "substantial compliance" with the terms of this Agreement, including those modifications described in GLUDMC Section 12.5(1) ("**Minor Change**"). Any change that results in: (a) a change in the uses allowed for the Project to another use not permitted in the Underlying Zone, as modified by this Agreement; (b) an increase in the net site area and the boundaries of the Property contemplated herein; (c) an increase to the overall density of the Project; or (d) a reduction in the minimum periphery setbacks, ("**Major Change**") shall be considered a change that is not in "substantial compliance" with the terms of this Agreement. Any Major Change shall be reviewed by the same procedures applicable to a new master development agreement, as set forth in applicable laws and must be reviewed and approved by the City Council.

3.7. Fees. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the completion assurance procedures and other procedures set forth in City ordinances and policies.

3.8. Compliance with the Final Plat and this Agreement. Development of the Project shall be in accordance with Utah's Land Use, Development and Management Act, GLUDMC, the City's future laws which include the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a development application is submitted for a part of the Project (to the extent they are applicable as specified in this Agreement), the final plat and this Agreement.

4. Infrastructure Improvements; Public Uses.

4.1. Infrastructure Improvements. Developer agrees to construct and/or dedicate project improvements as reasonably directed by the City in the ordinary course, including but not limited to roads, driveways, landscaping, water, sewer, and other utilities as shown on the approved final plans and in accordance with current City standards.

4.1.1. Developer shall satisfactorily complete construction of all Project improvements for each phase in a good and workmanlike manner, no later than two (2) years after the recording of the plat for that phase, subject to reasonable delays due to events of force majeure.

4.1.2. Developer shall comply with all completion assurance and bonding requirements of the City, as modified in **Exhibit E**.

4.1.3. Developer shall bear responsibility, including premises liability and risk of loss, for all public infrastructure covered by this Agreement until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. The City may not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the public infrastructure, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said public infrastructure; all of such liabilities shall be assumed by the Developer.

4.1.4. The City agrees to accept all Project improvements constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the City Planning and Public Works Departments promptly review and approve the plans for any Project improvements prior to construction; (2) Developer permits City Planning and Public Works representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) Developer shall provide Contractor as-built drawings in PDF and native format and GIS shapefiles of as-built conditions per City's GIS requirements and standards ; (4) Developer has warranted the Project improvements as required by the City Public Work Department; and (5) the Project improvements pass a final inspection by the City Public Works.

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

4.1.6. The City may require completion of all infrastructure improvements in any phase prior to issuance of any building permits.

4.1.7. The Developer may request and the City may grant in its reasonable discretion extensions and delays for certain infrastructure improvements upon a showing of good cause by Developer, such as completing sidewalks after construction of residential units.

4.1.8. The Developer agrees that in the event it does not: (a) complete all improvements within the time period specified under this Agreement, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in the paragraphs above, and (c) pay all claimants for material and labor used in the construction of said improvements, the City shall be entitled to declare the Developer(s) in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City may not be responsible for any work beyond the amount of funds so provided. Any funds remaining after completion of the improvements shall be returned to the guarantor. The Developer further agrees to be personally liable for any cost of improvements above the amount made available under the terms of this agreement.

4.2. Upsizing. Except as otherwise described herein, the City may not require Developer to "upsize" any future infrastructure improvements (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements (such as credits to otherwise applicable City fees, or pioneering or reimbursement agreements) reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing to the extent required by law. The City shall notify the Developer of any known or anticipated upsizing requirements as soon as practicable. Notwithstanding the foregoing, Developer is solely responsible for any costs associated with any public improvements within its development required to serve other phases of the Project or other related development. As of the Effective Date, the City has identified the potential upsizing requirements shown on **Exhibit F**.

4.3. Parks; Open Space. The Project shall contain no less than 20% of the total net developable Project acreage as open space ("**Required Open Space**").

4.3.1. Public open space shall be counted toward the Required Open Space, and include impervious surfaces in any planned public park, and potentially other uses such as sports courts, pavilions, walking paths, trails, parking areas, and other recreational facilities.

4.3.2. Each phase of the Project shall meet the Required Open Space ratio for the entire Project. Previously completed open space may be counted toward the Required Open Space calculation for a proposed phase.

4.3.3. The Developer may request, and the City may grant, in its sole discretion, to meet the proportional Required Open Space requirement for a phase by including open

space in the next future phase, provided that the Developer shows good cause for the delay, addresses the shortfall, and provides sufficient detail of the proposed future open space. Notwithstanding the foregoing, in no event may the total open space upon completion of a phase be less than seventy-five percent (75%) of the proportional Required Open Space for the Project to be completed at that phase.

4.3.4. Parks and trails to be dedicated for public use may not make up more than fifty percent (50%) of any phase.

4.3.5. All development and construction for open space and related amenities must be completed within three (3) months of completion of the non-open space development for the applicable phase. Developer may incur fees or other penalties for failure to complete open space development in accordance with this Agreement.

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

5. Homeowners Association.

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

6. Recording.

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

7. Default.

7.1. Failure to present a detailed development plan including proposed uses for the Project or any phase thereof, gain City approval, and obtain land use and building permits and complete construction of the Project specified in this Agreement shall constitute a default by Developer, its successors or assigns in interest.

7.1.1. In the event that any of the conditions constituting default by Developer occur, the City finds that the public benefits to accrue from rezoning as outlined in this Agreement will not be realized. In such case, the City shall examine the reasons for the default and either approve an extension of time or major change to the Project or initiate steps to revert the zoning designation to its former zone.

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

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

7.3.1. Specify the claimed event of default;

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

7.3.3. If the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than thirty (30) days duration, if weather conditions permit.

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

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

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

7.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer until the default has been cured.

7.5. Public Meeting. Before any remedy in Section 7.4 may be imposed by the City the party allegedly in default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed default.

7.6. Default of Assignee. A default of any obligations expressly assumed by an assignee shall be deemed a default of Developer.

7.7. Limitation on Recovery for Default – No Damages against the City. Notwithstanding anything to the contrary in this Agreement, Developer is not entitled to seek or recover monetary damages for any breach of this Agreement and expressly waives any such

claims. Developer's sole and exclusive remedy, and that of any assignee, shall be specific performance.

8. Vesting.

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

8.1. Exceptions. The vested rights and the restrictions on the applicability of the City's Future Laws to the Project as specified in Section 8.1 are subject to the following exceptions:

8.1.1. Master Developer Agreement. The City's future laws or other regulations to which the Developer agrees in writing;

8.1.2. State and Federal Compliance. The City's future laws or other regulations which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

8.1.3. Codes. Any City's future laws that are updates or amendments to existing building, fire, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

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

8.1.5. Fees. Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a

portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

8.1.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City pursuant to Utah Code Ann. Section 11-36a-101 *et seq*.;

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

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

9. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, sent by a nationally recognized overnight courier service, or sent by email. Notice by email shall be effective upon receipt of electronic confirmation of delivery. Notices to the parties shall be sent to the addresses set forth on the Cover Sheet to this Agreement or such other address as a party may designate by notice to the other party.

10. General Provisions.

10.1. Both parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both parties.

10.2. The City will issue land use permits only for those uses determined to be within the general land use types allowed in the zone, as modified by this Agreement, and more specifically on more detailed development plans for the Project or phase thereof submitted to and approved by the City.

10.3. The recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

10.4. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.

10.5. This Agreement may be amended only in writing signed by the Parties hereto.

10.6. This Agreement with any amendments shall be in full force and effect until all construction and building occupancy has taken place as per the Project development plans or expiration or termination of this Agreement as provided herein.

10.7. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under any applicable state law.

10.8. In the event that legal action is required in order to enforce the terms of this Agreement, the prevailing party shall be entitled to receive from the faulting party any costs and attorney's fees incurred in enforcing this Agreement from the defaulting party.

10.9. This Agreement constitutes the entire agreement between the parties. No changes or modifications may be made in this Agreement except in writing signed by both parties.

10.10. The requirements, obligations and conditions contained within this Agreement shall be binding upon Developer, its successors and assigns, and if different than Developer, the legal title holders and any ground lessors. All rights granted hereunder to Developer shall ensure to the benefit of the Developer's successors and assigns, and if different than Developer, the legal title holder and any ground lessors.

10.11. This Agreement does not create a joint venture relationship, partnership or agency relationship or fiduciary relationship between the City, or Developer. Except as specifically set forth herein, the parties do not intend this Agreement to create any third-party beneficiary rights.

10.12. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, will continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.

10.13. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

10.14. Each Party will execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the conditions to development, and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

10.15. The singular will include the plural; the masculine gender will include the feminine; "will" and "shall" are mandatory; "may" is permissive.

10.16. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

10.17. The Developer may sell, convey, reassign, or transfer the Property or the Project to another entity at any time.

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

10.19. This Agreement is entered into in Tooele County in the State of Utah and shall be construed under the laws of the State of Utah, irrespective of Utah's choice of law rules, and the parties hereto intend that Utah law shall apply to the interpretation thereof.

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

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

10.22. To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representatives for the City and Developer are hereby appointed as indicated on the Cover Sheet.

The Parties may change their designated representatives by providing written notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

10.23. No action taken by any Party may be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.

10.24. The City may not unreasonably withhold, condition, or delay its determination to enter into any agreement with another public agency concerning the subject matter and provisions of this Agreement if necessary or desirable for the development of the Project and if such agreement is consistent with this Agreement and applicable law. Nothing in this Agreement will require that the City take any legal action concerning other public agencies and their provision of services or facilities other than with regard to compliance by any such other public agency with any agreement between such public agency and the City concerning subject matter and provisions of this Agreement.

10.25. Each party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated and to execute, deliver, and perform its obligations under this Agreement. Specifically, on behalf of the City, the signature of the City Manager or Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to the Approval Ordinance indicated on the Cover Sheet. Developer further represents and warrants that it is not aware of any material impediment, including contractual obligations, easements, or other property-related or ownership-related issues, to its completion of the development outlined in this Agreement and shall notify City of any new information that would present a substantial obstacle to Developer's consummation of the transactions and activities required and anticipated by this Agreement.

10.26. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the parties, notwithstanding that each of the parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by email shall be deemed originally signed copies of this Agreement.

10.27. Except as expressly modified by this Agreement, any statute or municipal code referred to in this Agreement shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.

10.28. The undersigned certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel during the term of this Agreement. The undersigned further acknowledges that its engagement in a boycott of the State of Israel would be in violation of Utah Code Ann. Section 63G-27-201 and could result in termination of this Agreement.

[signature page follows]

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

CITY ACCEPTANCE

_____
Grantsville City
By: _____
Its: _____

Attest:

_____
Grantsville City Recorder

Approval as to Form:

_____
Grantsville City Attorney

DEVELOPER ACCEPTANCE

IRONWOOD REAL ESTATE, LLC

_____
By: Joseph White
Its: _____

STATE OF UTAH)
:ss.
COUNTY OF _____)

On the _____ day of _____, 20__, personally appeared before me Joseph White, who being by me duly sworn, did say that he is the Manager of Ironwood Real Estate, LLC a Utah liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

My Commission Expires: _____
Residing at: _____

359 INVESTMENTS, LLC

_____
By: _____
Its: _____

STATE OF UTAH)
:ss.
COUNTY OF _____)

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the Manager of 359 Investments, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

_____
NOTARY PUBLIC

My Commission Expires: _____
Residing at: _____

Exhibit A

Legal Description of Property

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

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

01-059-0-0039 (359 Investments)

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

Exhibit B

Depiction of Project

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

ALINGTON SUBDIVISION

GRANTSVILLE, UTAH

TABULATIONS

		BASE BUILD	GARAGE	LIVING EXPANSION
FLEXBASE =	66 UNITS	1200 SF	-	-
FLEXFLAT (2 UNITS/BLDG)=	30 UNITS	1400 SF	-	-
FLEXGEN =	22 UNITS	1440 SF	576 SF	576 SF
FLEXGARAGE =	108 UNITS	1200 SF	480 SF	480 SF
FLEXPREMIUM =	30 UNITS	1200 SF	480 SF	1280 SF
TOTAL UNITS =	256 UNITS			

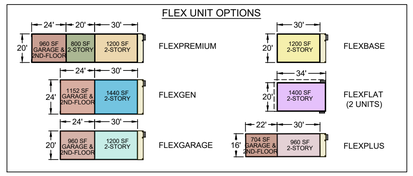
AREA = ±30.25 ACRES
DENSITY = 8.46 UNITS / ACRE
COMMERCIAL AREA = ±4.24 ACRES (14%)
OPEN SPACE AREA = ±6.80 ACRES (22%)

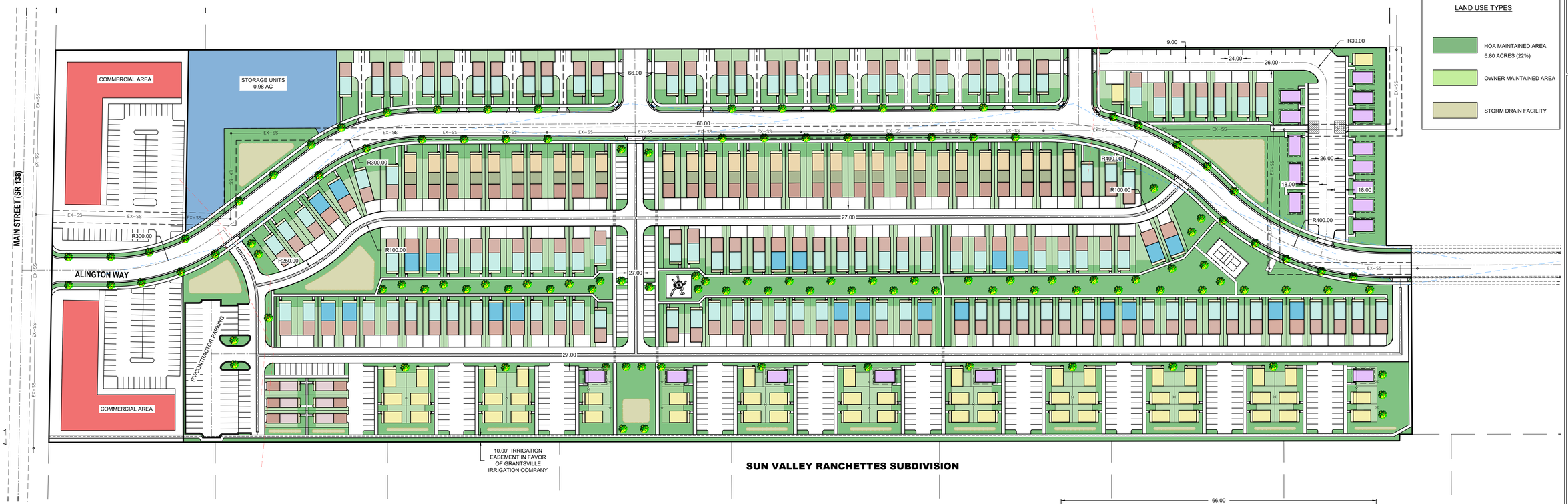
RESIDENTIAL PARKING PROVIDED

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

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

FLEX UNIT OPTIONS





NORTH

SCALE: 1"=80'

80.0004 40.0002 0 80.0004

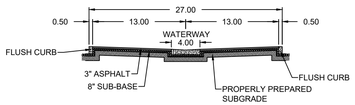
LEGEND

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

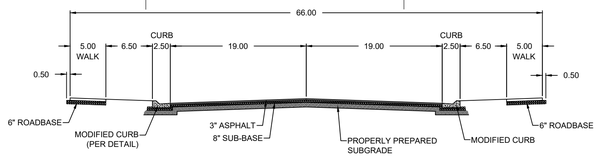
SIGHT LINE ACCORDING TO 2018 AASHTO STANDARDS, FIGURE 9-16 (20mph/225' R & 195' L)

LAND USE TYPES

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

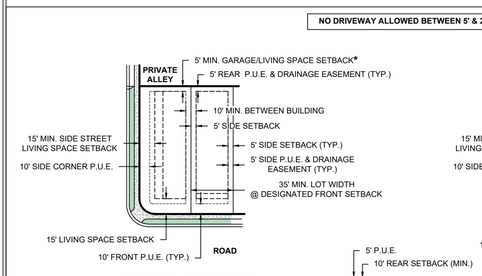


PRIVATE ALLEY

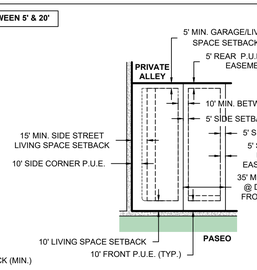


PUBLIC RIGHT-OF-WAY

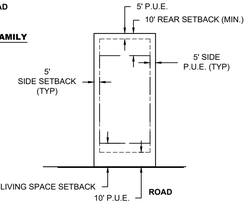
NO DRIVEWAY ALLOWED BETWEEN 5' & 20'



ALLEY LOAD - SINGLE FAMILY

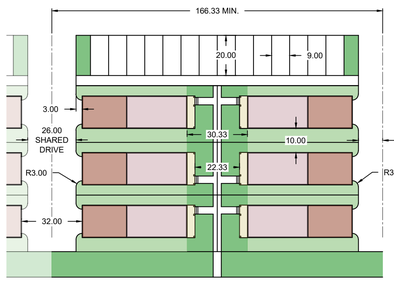


ALLEY LOAD - SINGLE FAMILY



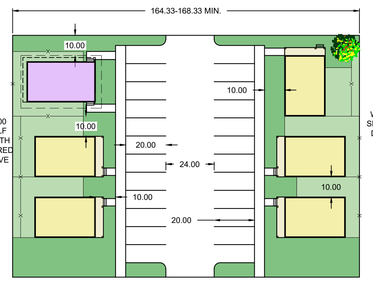
CITY STREET - SINGLE FAMILY

CLUSTER PAD OPTIONS



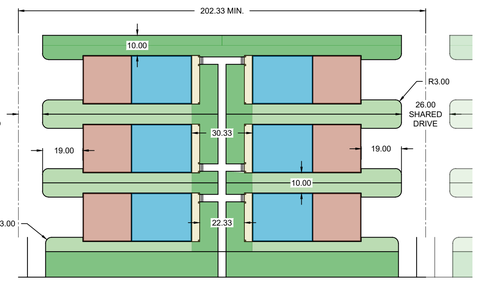
6 FLEXPLUS UNITS

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



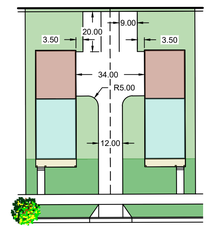
FLEXBASE or FLEXFLAT UNITS

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



6 FLEXGEN UNITS

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



FLEXGARAGE UNITS w/ SHARED DRIVE

LEI
CIVIL
STRUCTURAL
SURVEY
801-798-0555
www.lei-eng.com

NOT FOR CONSTRUCTION

ALINGTON SUBDIVISION
GRANTSVILLE, UTAH
CONCEPT PLAN

REVISIONS
1 -
2 -
3 -
4 -
5 -

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

SHEET 1

V:\0_LEI PROJECTS\2025\2025-0022 ALINGTON FLEX-GRANTSVILLE\CAD\DWG\CONCEPTS\CONCEPT 08.DWG 5/14/2026 9:49 AM

Exhibit C

Modifications to Development Standards

[If none specified, no modifications are applicable.]

Standard	Existing	Modification	Applicable Code

GLUDMC Zoning				Flex Home Alington PUD Proposed Deviations
Base Code Items				FlexReady Product Proposal SF Homes 34.14 Acres
Chapter 4.34 Multi Unit Residential Development Attached DU		Chapter 19a Mixed Use District	Chapter 12 PUD	19a Mixed Use - Single Family (Detached)
Code Category	**Code Detail**	**Code Detail**	**Code Detail**	**Application**
Maximum DU Net density 34.14 AC	260.81 SF Attached	260.81 SF Attached and 156.48 SF Detached	CH 19a SF detached and 4.34 SF Attached	256 Single Family Units Detached
Minimum Lot Size	2,400 sq. ft. for attached housing	4,000 SF for single family	CH 19a SF detached and 4.34 SF Attached	FlexBase Min: 1,200-2,175 sq. ft. FlexGen: 3,040-5,090 sq. ft. FlexGarage: 2,523-3,750 sq. ft. Flex Premium 3,820-7,030 sq. ft. Flexplus Min: 1,100 sq. ft. FlexFlat Min: 2,000 sq. ft.
Minimun Lot Frontage	30 feet for attached housing	50 feet single family	CH 19a SF detached and 4.34 SF Attached	30 feet accomodates alley and side load design
Minimum Yard Setbacks				**Minimum Yard Setbacks**
Front Yard	25 feet	25 feet	CH 19a SF detached and 4.34 SF Attached	Public Road: 15 feet to living space 20 feet to garagePrivate Alley/Parking Access: 10 feet to living space
Rear Yard	20 feet	20 feet	CH 19a SF detached and 4.34 SF Attached	20 feet for project exteriorPrivate Alley/Parking Access: 5 foot minimum driveway with no parking 20 feet maximum driveway No driveway allowed between 5 and 20 feet
Building to Building Spacing	30 feet		CH 19a SF detached and 4.34 SF Attached	NA
Interior Side Yard				5 feet
Corner Side Yard	25 feet on each side fronting street for sight triangle	25 feet for fronting street	CH 19a SF detached and 4.34 SF Attached	15 feet to living space or 20 feet to garage with sight triangle verification
Side setback to property boundry	15 feet	7.5/10 feet or 15 on both sides	CH 19a SF detached and 4.34 SF Attached	10 feet
Open Space (part of common area)	10%	25% Landscaping Open Space	Minimum of 20% of the total project area to be used for landscaping or open space. Required stormwater facilities may not be considered as part of the minimum open space. projects containing a residential component containing more than 4 dwelling units, at least 10% of the total parcel acreage shall be improved, fully landscaped, amenity rich, active open space.	Complies using HOA landscaped and maintained area 6.36 Acres - 22%
Building Coverage		50%	50%	60%
Parking				**Parking**
Per Unit	2 per unit	CH 4.34 and 6 of GLUDMC	CH 4.34 and 6 of GLUDMC	1,100 = 4.29 stalls per unit
RV parking	CH 6 of GLUDMC	CH 4.34 and 6 of GLUDMC	CH 4.34 and 6 of GLUDMC	38 Parking stalls
Striped/Visitor Parking	1 per unit (first 10) than 0.5/unit, <200 ft away from units. 127 vistor stalls required	CH 4.34 and 6 of GLUDMC 127 vistor stalls required	CH 4.34 and 6 of GLUDMC 127 vistor stalls required	413 Parking stalls
Total				1,138 Total
Other				**Other**
Landscaping	Ch 9 of GLUDMC	Ch 9 of GLUDMC	Ch 9 of GLUDMC	6.36 Acres - 22%
ADA accessible	Ground floor units	CH 4.34 of GLUDMC	CH 4.34 of GLUDMC	Complies
Commercial Component	See Chapter 19a and Chapter 12 PUD	All properties developed under the Mixed Use District that are one acre or greater shall include at least 50% of the land area as commercial fronting the major street.	All PUD Districts that are one acre or greater shall include at least 25% of the land area as a commercial use, which may be reduced by the City Council in its full discretion.	4.24 acres
Minimum Dwelling Size	900 square feet of living space	900 square feet of living space	CH 19a SF detached and 4.34 SF Attached	900 square feet of living space
Buffering		Ch 9 of GLUDMC	For lots against the lot boundary, or a passive-use landscaped buffer of at least 30' feet wide containing trees and privacy fencing shall be included.	7 feet
MIH	PUD Districts that do not seek to increase the overall density allowed within the most restrictive of the underlying district for the applicable residential unit type may be eligible for a reduction in any moderate-income housing element requirements. For residential projects requesting increases in density, at least 50% of the requested additional units shall: (i) Be owner occupied for not less than 10 years; (ii) Be reserved for occupancy by households with gross household income equal to or less than 80% of the median gross income for households of the same size in the County; and (iii) Be subject to deed-restrictions or similar recorded documents in a form acceptable to the City Attorney to assure these conditions are enforced.			Asking for 256 SF DU, code allows 156.48 SF DU, 100 would be 50%. 50 DU would need to be dedicated and deed restricted to MIH
Public Utility Easement 21.6.8	7.5 feet sides and rear - 10 feet front			5 feet front, sides, and rear PU&DE

Exhibit D

Zoning Modifications

[If none specified, no modifications are applicable.]

Exhibit E

Completion Assurance and Bond Requirements

[If none specified, no modifications are applicable.]

Exhibit F

Upsizing Requirements

[If none specified, no modifications are applicable.]

Exhibit G

Additional Project-Specific Requirements

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

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

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

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

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

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

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

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

Exhibit G-1

Water and Sewer Service Agreement

WATER AND SEWER SERVICE AGREEMENT

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

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. **Obligations of the City:**

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

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

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

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

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

4. **General Provisions.**

   a. **Covenants Running with the Land and Manner of Enforcement**. The provisions of this Service Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Service Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Service Agreement shall constitute a valid lien on the Property. The parties that this Service Agreement shall be filed with the County Recorder and be binding on title of the Property.

   b. **No Third-Party Beneficiaries**. This Service Agreement is between the City and the Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

   c. **Default and Termination.** Any failure by Developer to perform a material obligation of this Service Agreement, which failure continues uncured for a period of thirty (30) days following written notice from the City, shall constitute a default. If the nature of the failure is such that it cannot reasonably be cured within thirty (30) days, a default shall not be deemed to have occurred so long as the Developer commences the cure within such period and thereafter diligently prosecutes the cure to completion.

Agenda Item # 9

PUBLIC HEARING ITEM:

Consideration of Resolution 2026-74 approving amendments to the Grantsville City Fiscal Year 2027 Budget

GRANTSVILLE CITY
RESOLUTION NO. 2026-74

A RESOLUTION APPROVING AMENDMENTS TO THE GRANTSVILLE CITY FISCAL YEAR 2027 BUDGET

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

WHEREAS, Grantsville City adopted its Fiscal Year 2027 budget for the fiscal year beginning July 1, 2026, and ending June 30, 2027; and

WHEREAS, the City has identified a need to amend certain budget appropriations to reflect anticipated expenditures, departmental needs, grant expenditures, and adjustments among fund accounts; and

WHEREAS, the proposed amendments include adjustments to General Fund appropriations, including increases for professional services, dues and fees, library expenditures, rodeo expenses, Building Department software, Community Development grant expenses, and Planning Commission stipends, as well as adjustments to Parks and Recreation, Cemetery, Water, and Sewer appropriations; and

WHEREAS, the proposed amendments increase the budgeted use of General Fund balance from $1,593,698 to $1,665,104, an increase of $71,406, while the total Water and Sewer fund budgets remain unchanged; and

WHEREAS, the City Council provided notice and held a public hearing on October 21, 2026, to receive public comment regarding the proposed Fiscal Year 2027 budget amendments, pursuant to applicable Utah law; and

WHEREAS, the City Council has considered the proposed amendments and finds that approving the amended budget is in the best interests of Grantsville City.

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

Section 1. Approval: The proposed amendments to the Grantsville City Fiscal Year 2027 budget, as set forth in Exhibit A attached hereto and incorporated herein by reference, are hereby approved and adopted.

Section 2. Implementation: The City Manager, City Recorder, and other appropriate City staff are authorized to make the necessary adjustments to the City's budget and financial records consistent with the approved amendments and to take any reasonable steps necessary to implement this Resolution.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 21ST DAY OF OCTOBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Heidi Hammond

ATTEST

_____
Alicia Fairbourne, City Recorder

EXHIBIT “A”

Grantsville City Fiscal Year 2027 Amended Budget

GRANTSVILLE CITY FY27 BUDGET

Account Number	Account Title	FY24 Actuals	FY25 Budget	FY25 Prior Year Actuals	FY26 Budget	FY26 Feb YTD Actuals	FY26 Feb YTD Estimate	FY27 Proposed Final Budget	FY27 Ammended
GENERAL FUND									
TAXES									
10-31-10	PROPERTY TAXES-CURRENT	$ 1,685,366.00	$ 1,957,322.00	$ 2,035,031.78	$ 2,082,977.00	$ 2,034,171.98	$ 3,051,257.97	$ 2,322,788.00	$ 2,322,788.00
10-31-11	PROPERTY TAX REVENUE - TNT								
10-31-15	FEE-IN-LIEU OF PROPERTY TAXES	$ 138,774.00	$ 140,000.00	$ 150,915.14	$ 145,000.00	$ 83,755.81	$ 125,633.72	$ 115,000.00	$ 115,000.00
10-31-20	PRIOR YEARS TAXES - DELINQUENT	$ 216,265.00	$ 160,000.00	$ 119,029.33	$ 160,000.00	$ 79,321.13	$ 118,981.70	$ 110,000.00	$ 110,000.00
10-31-30	SALES TAX	$ 2,988,261.00	$ 3,301,000.00	$ 3,159,950.84	$ 3,301,000.00	$ 1,937,435.08	$ 2,906,152.62	$ 3,301,000.00	$ 3,301,000.00
10-31-31	MUNICIPAL ENERGY SALES TAX	$ 811,760.00	$ 760,000.00	$ 819,390.20	$ 850,000.00	$ 545,705.78	$ 818,558.67	$ 820,000.00	$ 820,000.00
10-31-32	TELECOMMUNICATIONS TAX	$ 49,335.00	$ 48,000.00	$ 52,680.94	$ 50,000.00	$ 30,642.79	$ 45,964.19	$ 50,000.00	$ 50,000.00
10-31-33	CABLE TV FRANCHISE PAYMENT	$ 56,116.00	$ 60,000.00	$ 48,006.22	$ 60,000.00	$ 43,896.78	$ 65,845.17	$ 60,000.00	$ 60,000.00
10-31-34	PAR TAX	$ 151,358.00	$ 156,000.00	$ 151,397.73	$ 150,000.00	$ 96,928.07	$ 145,392.11	$ 150,000.00	$ 150,000.00
10-31-35	TRANSIT TAX (PROP 1)	$ 274,553.00	$ 288,000.00	$ 286,403.71	$ 288,000.00	$ 175,610.97	$ 263,416.46	$ 288,000.00	$ 288,000.00
TOTAL TAXES:		**$ 6,371,788.00**	**$ 6,870,322.00**	**$ 6,822,805.89**	**$ 7,086,977.00**	**$ 5,027,468.39**	**$ 7,541,202.59**	**$ 7,216,788.00**	**$ 7,216,788.00**
LICENSES & PERMITS									
10-32-10	BUSINESS LICENSES	$ 25,844.00	$ 25,000.00	$ 29,956.50	$ 25,000.00	$ 11,252.00	$ 16,878.00	$ 25,000.00	$ 25,000.00
10-32-25	DOG LICENSES	$ 7,015.00	$ 5,000.00	$ 5,635.00	$ 7,000.00	$ 2,005.00	$ 3,007.50	$ 7,000.00	$ 7,000.00
10-32-30	ROAD CUT PERMIT	$ 2,800.00	$ 1,000.00	$ 1,250.00	$ 2,500.00	$ 2,800.00	$ 4,200.00	$ 2,500.00	$ 2,500.00
TOTAL LICENSES & PERMITS:		**$ 35,659.00**	**$ 31,000.00**	**$ 36,841.50**	**$ 34,500.00**	**$ 16,057.00**	**$ 24,085.50**	**$ 34,500.00**	**$ 34,500.00**
INTERGOVERNMENTAL REVENUE									
10-33-14	POLICE REIMB FROM SCHOOL DIST.	$ 103,584.00	$ 103,584.00	$ 103,829.10	$ 103,584.00	$ -	$ -	$ 103,584.00	$ 103,584.00
10-33-15	VOCA GRANT	$ 48,139.00	$ 60,200.00	$ 61,114.74	$ 60,200.00	$ 39,637.12	$ 59,455.68	$ 60,200.00	$ 60,200.00
10-33-20	GRANT REVENUE	$ 713,891.00	$ -		$ -	$ 4,500.00	$ 6,750.00	$ -	$ -
10-33-44	LIBRARY GRANTS/DONATIONS	$ 11,701.00	$ 5,000.00	$ 6,820.92	$ 5,000.00	$ 4,970.50	$ 7,455.75	$ 5,000.00	$ 5,000.00
10-33-49	PD GRANTS	$ 27,593.00	$ 15,000.00	$ 28,369.09	$ 15,000.00	$ 26,184.07	$ 39,276.11	$ 20,000.00	$ 20,000.00
10-33-50	WILDLAND/SPECIAL EVENT	$ 2,446.00	$ -	$ 15,727.21	$ -	$ 2,310.50	$ 3,465.75	$ 2,000.00	$ 2,000.00
10-33-52	PUBLIC WORKS GRANTS/REVENUE	$ 128,651.00	$ 55,000.00	$ 269,249.58	$ -	$ 13,867.50	$ 20,801.25	$ -	$ -
10-33-53	FIRE DEPT GRANTS/MISC REVENUE	$ 10,108.00	$ 15,000.00	$ 538.13	$ 15,000.00	$ 5,969.00	$ 8,953.50	$ 10,000.00	$ 10,000.00
10-33-54	PD EVENT REVENUE/MISC	$ 121,170.00	$ 60,000.00	$ 23,787.53	$ 25,000.00	$ 9,886.81	$ 14,830.22	$ 15,000.00	$ 15,000.00
10-33-56	CLASS C ROAD FUND ALLOTMENT	$ 1,509,601.00	$ 850,000.00	$ 1,360,997.97	$ 1,082,000.00	$ 535,341.26	$ 803,011.89	$ 1,082,000.00	$ 1,082,000.00
10-33-57	CLASS C ROAD, FWD. PREVIOUS YR	$ -	$ -				$ -	$ -	$ -
10-33-58	STATE LIQUOR FUND ALLOTMENT	$ 14,477.00	$ 15,000.00	$ 18,281.70	$ 18,000.00	$ -	$ -	$ 18,000.00	$ 18,000.00
TOTAL INTERGOVERNMENTAL REVENUE:		**$ 2,691,361.00**	**$ 1,178,784.00**	**$ 1,888,715.97**	**$ 1,323,784.00**	**$ 642,666.76**	**$ 964,000.14**	**$ 1,315,784.00**	**$ 1,315,784.00**
CHARGE FOR SERVICES									
10-34-45	T-MBL/MOBILITY/ CING TWR LEASE	$ 5,388.00	$ 13,000.00	$ 5,945.47	$ 13,000.00	$ -	$ -	$ 6,000.00	$ 6,000.00
10-34-70	TENNIS LIGHT REVENUE	$ 311.00	$ 500.00	$ 178.25	$ 500.00	$ -	$ -	$ 250.00	$ 250.00
10-34-71	GRAMA							$ 250.00	$ 250.00
10-34-72	POLICE REPORTS							$ 250.00	$ 250.00
10-34-73	PARK/FARM/RODEO							$ 250.00	$ 250.00
10-34-80	CEMETERY LOT SALES	$ 49,935.00	$ 50,000.00	$ 45,205.00	$ 50,000.00	$ 34,120.00	$ 51,180.00	$ 45,000.00	$ 45,000.00
10-34-85	CEMETARY SERVICES				$ -	$ 7,675.00	$ 11,512.50	$ 5,000.00	$ 5,000.00
TOTAL CHARGE FOR SERVICES:		**$ 55,634.00**	**$ 63,500.00**	**$ 51,328.72**	**$ 63,500.00**	**$ 41,795.00**	**$ 62,692.50**	**$ 57,000.00**	**$ 57,000.00**

FINES & FORFEITURES																			
10-35-10	FINES	$	214,246.00	$	185,500.00	$	197,926.81	$	215,000.00	$	151,791.49	$	227,687.24	$	215,000.00	$	215,000.00		
10-35-44	LIBRARY FEES	$	4,625.00	$	3,000.00	$	6,414.41	$	4,500.00	$	4,284.18	$	6,426.27	$	5,000.00	$	5,000.00		
TOTAL FINES & FORFEITURES:		**$**	**218,871.00**	**$**	**188,500.00**	**$**	**204,341.22**	**$**	**219,500.00**	**$**	**156,075.67**	**$**	**234,113.51**	**$**	**220,000.00**	**$**	**220,000.00**		
MISCELLANEOUS REVENUE																			
10-36-10	INTEREST INCOME	$	817,467.00	$	530,180.00	$	412,410.78	$	400,000.00	$	226,513.56	$	339,770.34	$	350,000.00	$	350,000.00		
10-36-11	HISTORIC BOOKLET	$	17,530.00	$	15,000.00	$	3,434.66	$	7,000.00	$	1,509.70	$	2,264.55	$	2,500.00	$	2,500.00		
10-36-13	RETURN CHECK FEES	$	2,700.00	$	1,500.00	$	2,940.00	$	2,700.00	$	2,340.00	$	3,510.00	$	3,000.00	$	3,000.00		
10-36-15	CLARK FARM RENT	$	5,400.00	$	4,500.00	$	5,400.00	$	5,400.00	$	3,600.00	$	5,400.00	$	5,000.00	$	5,000.00		
10-36-16	ANIMAL SHELTER	$	402.00	$	-	$	200.00	$	500.00	$	15.00	$	22.50	$	500.00	$	500.00		
10-36-50	4TH OF JULY REVENUE	$	8,711.00	$	9,000.00	$	8,323.00	$	9,000.00	$	5,305.00	$	7,957.50	$	8,500.00	$	8,500.00		
10-36-82	RODEO													$	35,000.00	$	35,000.00		
10-36-90	MISCELLANEOUS REVENUE	$	67,028.00	$	60,000.00	$	92,806.76	$	65,000.00	$	110,476.63	$	165,714.95	$	75,000.00	$	75,000.00		
10-36-91	CHALLENGE COINS	$	-	$	-	$	1,060.57					$	-	$	-	$	-		
10-36-94	SERVICE FEES	$	24,702.00	$	17,000.00	$	15,579.84	$	20,000.00	$	9,101.53	$	13,652.30	$	15,000.00	$	15,000.00		
10-36-95	HAZARDOUS MITIGATION FUNDS	$	20,000.00	$	20,000.00	$	20,000.00	$	20,000.00	$	-	$	-	$	20,000.00	$	20,000.00		
10-36-96	PROCEEDS FROM SALE OF PROPERTY	$	122,142.00	$	125,925.00	$	-	$	15,000.00	$	-	$	-	$	-	$	-		
TOTAL MISCELLANEOUS REVENUE:		**$**	**1,086,082.00**	**$**	**783,105.00**	**$**	**562,155.61**	**$**	**544,600.00**	**$**	**358,861.42**	**$**	**538,292.13**	**$**	**514,500.00**	**$**	**514,500.00**		
OTHER REVENUE																			
10-37-49	TRANSPORTATION IMPACT FEE	$	-	$	-	$	187,300.56	$	-	$	339,449.82	$	509,174.73	$	-	$	-		
10-37-50	PARK IMPACT FEE	$	433,125.00	$	360,000.00	$	409,299.08	$	400,000.00	$	312,140.82	$	468,211.23	$	400,000.00	$	400,000.00		
10-37-51	PUBLIC SAFETY IMPACT FEE	$	147,726.00	$	75,000.00	$	158,221.00	$	70,000.00	$	115,759.82	$	173,639.73	$	100,000.00	$	100,000.00		
10-37-53	USE OF PY PARK IMPACT FEES	$	-	$	1,040,000.00	$	-	$	1,600,000.00	$	-	$	-	$	1,600,000.00	$	1,600,000.00		
TOTAL OTHER REVENUE:		**$**	**580,851.00**	**$**	**1,475,000.00**	**$**	**754,820.64**	**$**	**2,070,000.00**	**$**	**767,350.46**	**$**	**1,151,025.69**	**$**	**2,100,000.00**	**$**	**2,100,000.00**		
CONTRIBUTIONS & TRANSFERS																			
10-38-15	OFS - LEASE PROCEEDS	$	-	$	-	$	170,880.65					$	-						
10-38-40	PRIOR YR SURPLUS USED CUR YR	$	-	$	82,639.00	$	-	$	310,439.00	$	-	$	-	$	310,439.00	$	310,439.00		
10-38-42	PRIOR YR SURPLUS USED CUR YR EQUIP	$	-	$	-			$	152,400.00	$	-	$	-	$	152,400.00	$	152,400.00		
10-38-45	USE OF CEMETARY FUND	$	-	$	62,000.00	$	-	$	100,000.00	$	-	$	-	$	100,000.00	$	100,000.00		
10-38-46	USE OF VETERANS DONATIONS	$	-	$	-			$	30,000.00	$	-	$	-	$	30,000.00	$	30,000.00		
10-38-47	USE OF GENERAL FUND													$	1,593,698.00	$	1,665,104.00		
TOTAL CONTRIBUTIONS & TRANSFERS:		**$**	**-**	**$**	**144,639.00**	**$**	**170,880.65**	**$**	**592,839.00**	**$**	**-**	**$**	**-**	**$**	**2,186,537.00**	**$**	**2,257,943.00**		
BUILDING DEPARTMENT																			
15-32-20	PLAN CHECK FEES/REINSPECTION	$	343,640.00	$	255,000.00	$	247,013.11	$	270,000.00	$	163,092.66	$	244,638.99	$	250,000.00	$	250,000.00		
15-32-21	BUILDING PERMIT FEE	$	849,227.00	$	879,000.00	$	622,959.04	$	700,000.00	$	315,792.40	$	473,688.60	$	500,000.00	$	500,000.00		
TOTAL BUILDING :		**$**	**1,192,867.00**	**$**	**1,134,000.00**	**$**	**869,972.15**	**$**	**970,000.00**	**$**	**478,885.06**	**$**	**718,327.59**	**$**	**750,000.00**	**$**	**750,000.00**		
COMMUNITY DEVELOPMENT																			
17-32-15	P&Z PERMIT FEES	$	10,201.00	$	8,400.00	$	5,950.00	$	8,400.00	$	17,431.25	$	26,146.88	$	10,000.00	$	10,000.00		
17-32-35	GRADING PERMIT	$	-	$	5,000.00	$	-					$	-	$	-	$	-		
17-34-06	ENGINEERING SUBDIVISION FEES	$	42,648.00	$	84,000.00	$	79,596.88	$	115,000.00	$	97,787.10	$	146,680.65	$	115,000.00	$	115,000.00		
17-34-10	WATER/SEWER MODELING	$	-	$	10,000.00	$	27,000.00	$	45,000.00	$	23,420.00	$	35,130.00	$	35,000.00	$	35,000.00		
17-34-11	BOND FEES	$	600.00	$	1,200.00	$	6,300.00	$	3,000.00	$	2,800.00	$	4,200.00	$	3,000.00	$	3,000.00		
17-34-12	SUBDIVISION INSPECTION FEE	$	121,971.00	$	265,000.00	$	333,587.48	$	250,000.00	$	143,307.92	$	214,961.88	$	150,000.00	$	150,000.00		
17-34-13	ZONING & SUBDIVISION FEES	$	85,322.00	$	160,300.00	$	224,551.60	$	260,000.00	$	169,456.55	$	254,184.83	$	200,000.00	$	200,000.00		
17-34-14	ANNEXATION FEES	$	-	$	-	$	1,000.00					$	-	$	-	$	-		
17-34-15	PUD APPLICATION	$	48,990.00	$	60,000.00	$	37,600.00	$	60,000.00	$	71,215.00	$	106,822.50	$	60,000.00	$	60,000.00		
17-34-17	DEVELOPMENT AGREEMENTS	$	2,400.00	$	4,000.00	$	14,600.00	$	8,000.00	$	8,200.00	$	12,300.00	$	8,000.00	$	8,000.00		
17-36-90	MISCELLANEOUS REVENUE	$	8,764.00	$	500.00							$	-	$	-	$	-		

17-37-16	PID APPLICATION/FEES	$	5,000.00	$	3,000.00							$	-	$	-	$	-		
17-38-40	PRIOR YEAR SURPLUS USED CD	$	-	$	-							$	-	$	-	$	-		
17-38-41	GRANT REVENUE													$	100,000.00	$	100,000.00		
TOTAL COMMUNITY DEVELOPMENT:		**$**	**325,896.00**	**$**	**601,400.00**	**$**	**730,185.96**	**$**	**749,400.00**	**$**	**533,617.82**	**$**	**800,426.73**	**$**	**681,000.00**	**$**	**681,000.00**		
TOTAL GENERAL REVENUE		**$**	**12,559,009.00**	**$**	**12,470,250.00**	**$**	**12,092,048.31**	**$**	**13,655,100.00**	**$**	**8,022,777.58**	**$**	**12,034,166.37**	**$**	**15,076,109.00**	**$**	**15,147,515.00**		
GENERAL GOVERNMENT																			
10-41-11	SALARIES AND WAGES	$	428,842.00	$	460,000.00	$	466,021.30	$	322,400.00	$	228,814.38	$	343,221.57	$	315,777.96	$	315,777.96		
10-41-13	EMPLOYEES BENEFITS	$	116,751.00	$	124,000.00	$	116,319.99	$	78,500.00	$	51,200.24	$	76,800.36	$	82,425.00	$	82,425.00		
10-41-14	HEALTH INSURANCE	$	96,239.00	$	104,000.00	$	83,675.74	$	48,800.00	$	28,267.66	$	42,401.49	$	97,600.05	$	97,600.05		
10-41-17	VEHICLE STIPEND	$	5,089.00	$	5,200.00	$	5,197.56	$	5,200.00	$	-	$	-	$	10,400.00	$	10,400.00		
10-41-21	OFFICE SUPPLIES	$	12,803.00	$	16,500.00	$	14,006.65	$	14,000.00	$	17,191.46	$	25,787.19	$	14,000.00	$	14,000.00		
10-41-22	POSTAGE	$	3,633.00	$	5,000.00	$	3,389.32	$	5,000.00	$	2,933.06	$	4,399.59	$	5,150.00	$	5,150.00		
10-41-23	COMPUTER SOFTWARE	$	55,563.00	$	28,000.00	$	34,115.77	$	28,000.00	$	37,818.46	$	56,727.69	$	63,630.00	$	63,630.00		
10-41-24	PARTS, SUPPLIES & EQUIPMENT	$	7,733.00	$	13,000.00	$	20,627.47	$	8,000.00	$	2,934.23	$	4,401.35	$	5,000.00	$	5,000.00		
10-41-25	CITY HALL MAINTENANCE	$	20,482.00	$	15,000.00	$	15,084.85	$	12,000.00	$	6,335.48	$	9,503.22	$	12,360.00	$	12,360.00		
10-41-26	BOOKS, CDs & PRINTED MATERIALS	$	41.00	$	1,000.00	$	1,773.53	$	900.00	$	870.00	$	1,305.00	$	-	$	-		
10-41-27	FUEL	$	500.00	$	1,500.00	$	913.03	$	1,000.00	$	827.08	$	1,240.62	$	1,030.00	$	1,030.00		
10-41-29	RENTAL PROPERTY MAINTENANCE													$	3,000.00	$	3,000.00		
10-41-30	COMPUTERS AND IT EQUIPMENT	$	12,773.00	$	23,000.00	$	24,290.99	$	23,000.00	$	5,509.07	$	8,263.61	$	8,000.00	$	8,000.00		
10-41-31	COMPUTER SUPPORT SERVICES	$	33,348.00	$	46,000.00	$	44,517.81	$	43,000.00	$	34,103.60	$	51,155.40	$	9,500.00	$	9,500.00		
10-41-32	LEGAL SERVICES	$	151,276.00	$	65,000.00	$	107,862.61	$	-	$	95,627.00	$	143,440.50	$	15,000.00	$	15,000.00		
10-41-34	CUSTODIAL SERVICES	$	11,563.00	$	14,000.00	$	13,240.00	$	14,000.00	$	7,685.00	$	11,527.50	$	12,000.00	$	12,000.00		
10-41-35	ACCOUNTING SERVICES	$	9,732.00	$	11,500.00	$	10,876.70	$	11,500.00	$	6,927.00	$	10,390.50	$	10,000.00	$	10,000.00		
10-41-36	VEHICLE MAINTENANCE	$	1,250.00	$	1,000.00	$	444.68	$	1,000.00	$	237.81	$	356.72	$	1,000.00	$	1,000.00		
10-41-39	OTHER PROFESSIONAL SERVICES	$	26,603.00	$	21,000.00	$	20,682.05	$	17,000.00	$	18,429.63	$	27,644.45	$	17,510.00	$	52,510.00		
10-41-41	ADVERTISING	$	1,823.00	$	2,000.00	$	151.50	$	500.00	$	-	$	-	$	500.00	$	500.00		
10-41-42	GARBAGE REMOVAL	$	624.00	$	900.00	$	1,048.10	$	900.00	$	513.38	$	770.07	$	900.00	$	900.00		
10-41-43	INSURANCE AND BONDS	$	58,361.00	$	65,000.00	$	80,421.94	$	80,000.00	$	83,737.35	$	125,606.03	$	87,000.00	$	87,000.00		
10-41-44	SHREDDING SERVICES	$	952.00	$	1,000.00	$	1,504.21	$	1,000.00	$	696.08	$	1,044.12	$	1,200.00	$	1,200.00		
10-41-46	BANK AND MERCHANT FEES	$	10,307.00	$	22,000.00	$	22,890.18	$	22,000.00	$	14,490.80	$	21,736.20	$	22,660.00	$	22,660.00		
10-41-51	POWER	$	6,968.00	$	6,500.00	$	7,874.66	$	6,500.00	$	4,486.27	$	6,729.41	$	6,695.00	$	6,695.00		
10-41-52	NATURAL GAS	$	2,462.00	$	2,500.00	$	1,697.29	$	2,500.00	$	931.58	$	1,397.37	$	2,575.00	$	2,575.00		
10-41-53	OFFICE PHONES	$	14,663.00	$	15,000.00	$	17,624.32	$	16,000.00	$	10,198.27	$	15,297.41	$	16,000.00	$	16,000.00		
10-41-55	INTERNET	$	575.00	$	600.00	$	574.56	$	300.00	$	216.72	$	325.08	$	309.00	$	309.00		
10-41-61	GIFT AND AWARDS	$	1,427.00	$	1,500.00	$	1,509.13	$	1,500.00	$	-	$	-	$	1,000.00	$	1,000.00		
10-41-62	EMPLOYEE APPRECIATION	$	2,066.00	$	2,000.00	$	1,721.82	$	1,600.00	$	1,177.42	$	1,766.13	$	1,650.00	$	1,650.00		
10-41-63	DUES AND FEES	$	19,512.00	$	16,000.00	$	18,700.40	$	14,900.00	$	1,474.11	$	2,211.17	$	5,000.00	$	12,700.00		
10-41-64	CONFERENCES, TRAINING & TRAVEL	$	10,062.00	$	14,000.00	$	9,376.90	$	11,500.00	$	7,459.18	$	11,188.77	$	11,845.00	$	11,845.00		
10-41-66	TRAINING - MAYOR/CITY COUNCIL	$	6,862.00	$	4,000.00	$	6,587.96	$	4,000.00	$	2,315.00	$	3,472.50	$	-	$	-		
10-41-98	WATER EXPENSE	$	1,328.00	$	1,500.00	$	1,356.66	$	1,500.00	$	784.51	$	1,176.77	$	1,400.00	$	1,400.00		
TOTAL GENERAL GOVERNMENT:		**$**	**1,132,213.00**	**$**	**1,109,200.00**	**$**	**1,156,079.68**	**$**	**798,000.00**	**$**	**674,191.83**	**$**	**1,011,287.75**	**$**	**842,117.01**	**$**	**884,817.01**		
JUDICIAL																			
10-42-11	SALARIES & WAGES	$	148,609.00	$	127,500.00	$	135,067.18	$	136,000.00	$	86,102.98	$	129,154.47	$	142,032.21	$	142,032.21		
10-42-13	EMPLOYEE BENEFITS	$	30,341.00	$	20,400.00	$	20,517.26	$	19,500.00	$	11,662.60	$	17,493.90	$	20,475.00	$	20,475.00		
10-42-14	HEALTH INSURANCE	$	32,465.00	$	17,500.00	$	14,533.36	$	18,000.00	$	10,600.04	$	15,900.06	$	18,900.00	$	18,900.00		
10-42-16	BAILFF WAGES	$	3,661.00	$	-							$	-	$	-	$	-		
10-42-21	OFFICE SUPPLIES	$	3,268.00	$	2,500.00	$	2,254.94	$	3,000.00	$	1,642.12	$	2,463.18	$	3,000.00	$	3,000.00		
10-42-24	PARTS SUPPLIES AND EQUIPMENT	$	6,917.00	$	3,500.00	$	4,304.04	$	3,000.00	$	109.99	$	164.99	$	3,000.00	$	3,000.00		
10-42-31	COMPUTER SUPPORT SERVICES	$	1,895.00	$	2,500.00	$	1,895.28	$	2,500.00	$	1,263.52	$	1,895.28	$	1,895.00	$	1,895.00		
10-42-39	OTHER PROFESSIONAL SERVICES	$	2,746.00	$	5,150.00	$	3,179.36	$	5,200.00	$	11,137.12	$	16,705.68	$	5,200.00	$	5,200.00		

10-42-46	BANK & MERCHANT FEES	$ 1,683.00	$ 2,000.00	$ 1,474.63	$ 2,000.00	$ 1,052.51	$ 1,578.77	$ 2,060.00	$ 2,060.00
10-42-62	EMPLOYEE APPRECIATION	$ -	$ 400.00	$ 50.00	$ 400.00	$ -	$ -	$ 450.00	$ 450.00
10-42-64	CONFERENCES, TRAINING & TRAVEL	$ 2,196.00	$ 4,000.00	$ 1,994.03	$ 4,000.00	$ 1,984.33	$ 2,976.50	$ 3,000.00	$ 3,000.00
10-42-80	STATE SURCHARGE	$ 74,177.00	$ 60,000.00	$ 67,656.44	$ 66,500.00	$ 46,936.98	$ 70,405.47	$ 68,500.00	$ 68,500.00
TOTAL JUDICIAL:		**$ 307,958.00**	**$ 245,450.00**	**$ 252,926.52**	**$ 260,100.00**	**$ 172,492.19**	**$ 258,738.29**	**$ 268,512.21**	**$ 268,512.21**
LEGAL									
10-43-11	SALARIES & WAGES	$ -	$ -	$ -	$ 188,600.00	$ 111,170.86	$ 166,756.29	$ 187,833.19	$ 187,833.19
10-43-13	EMPLOYEE BENEFITS	$ -	$ -	$ -	$ 52,000.00	$ 29,234.42	$ 43,851.63	$ 54,600.00	$ 54,600.00
10-43-14	HEALTH INSURANCE	$ -	$ -	$ -	$ 46,200.00	$ 35,725.17	$ 53,587.76	$ 48,510.00	$ 48,510.00
10-43-21	OFFICE SUPPLIES	$ -	$ -	$ -	$ 1,000.00	$ 344.86	$ 517.29	$ 750.00	$ 750.00
10-43-23	COMPUTER SOFTWARE	$ -	$ -	$ -	$ 3,000.00	$ 1,024.47	$ 1,536.71	$ 1,200.00	$ 1,200.00
10-43-24	PARTS SUPPLIES AND EQUIPMENT	$ -	$ -	$ -	$ 2,000.00	$ 345.43	$ 518.15	$ 500.00	$ 500.00
10-43-26	BOOKS, CDS & PRINTED MATERIAL	$ -	$ -	$ -	$ 100.00	$ 4.47	$ 6.71	$ -	$ -
10-43-32	LEGAL SERVICES	$ -	$ -	$ -	$ 39,000.00	$ 8,224.00	$ 12,336.00	$ 150,000.00	$ 150,000.00
10-43-55	INTERNET	$ -	$ -	$ -	$ 300.00	$ 339.46	$ 509.19	$ 309.00	$ 309.00
10-43-62	EMPLOYEE APPRECIATION	$ -	$ -	$ -	$ 400.00	$ -	$ -	$ 450.00	$ 450.00
10-43-63	DUES AND FEES	$ -	$ -	$ -	$ 1,100.00	$ 635.00	$ 952.50	$ 1,000.00	$ 1,000.00
10-42-64	CONFERENCES, TRAINING & TRAVEL	$ -	$ -	$ -	$ 2,500.00	$ 2,435.73	$ 3,653.60	$ 3,000.00	$ 3,000.00
TOTAL LEGAL:		**$ -**	**$ -**	**$ -**	**$ 336,200.00**	**$ 189,483.87**	**$ 284,225.81**	**$ 448,152.19**	**$ 448,152.19**
LIBRARY									
10-44-11	SALARIES AND WAGES-LIBRARY	$ 217,739.00	$ 256,000.00	$ 250,525.38	$ 263,500.00	$ 163,436.13	$ 245,154.20	$ 290,661.52	$ 290,661.52
10-44-13	EMPLOYEES BENEFITS	$ 41,307.00	$ 46,000.00	$ 45,642.58	$ 46,500.00	$ 28,723.88	$ 43,085.82	$ 48,825.00	$ 48,825.00
10-44-14	HEALTH INSURANCE	$ 29,400.00	$ 32,500.00	$ 32,401.90	$ 33,500.00	$ 23,251.98	$ 34,877.97	$ 35,175.00	$ 35,175.00
10-44-21	OFFICE SUPPLIES	$ 3,678.00	$ 3,900.00	$ 4,129.90	$ 4,000.00	$ 2,452.72	$ 3,679.08	$ 4,000.00	$ 4,000.00
10-44-22	POSTAGE	$ 1,467.00	$ 600.00	$ 1,880.21	$ 1,500.00	$ 783.34	$ 1,175.01	$ 1,545.00	$ 1,545.00
10-44-26	BUILDINGS & GROUNDS	$ 9,633.00	$ 12,500.00	$ 6,132.15	$ 12,500.00	$ 12,627.58	$ 18,941.37	$ 12,875.00	$ 12,875.00
10-44-28	ALARM LINES	$ 2,226.00	$ 2,500.00	$ 3,291.20	$ 2,600.00	$ 1,780.10	$ 2,670.15	$ 2,678.00	$ 2,678.00
10-44-29	LIBRARY EXPENSE	$ 3,025.00	$ 4,700.00	$ 2,983.46	$ 4,700.00	$ 4,542.70	$ 6,814.05	$ 4,700.00	$ 4,700.00
10-44-30	COMPUTERS AND IT EQUIPMENT	$ 581.00	$ 6,000.00	$ 1,915.36	$ 6,000.00	$ 490.95	$ 736.43	$ 3,000.00	$ 3,000.00
10-44-32	COMPUTER SUPPORT SERVICES	$ 9,298.00	$ 10,000.00	$ 9,297.60	$ 10,000.00	$ 6,198.40	$ 9,297.60	$ 9,300.00	$ 9,300.00
10-44-34	CUSTODIAL SERVICES	$ 18,956.00	$ 20,000.00	$ 20,225.00	$ 20,000.00	$ 12,815.00	$ 19,222.50	$ 20,000.00	$ 20,000.00
10-44-39	OTHER PROFESSIONAL SERVICES	$ 2,977.00	$ 4,500.00	$ 3,107.98	$ 4,500.00	$ 5,185.48	$ 7,778.22	$ 4,635.00	$ 4,635.00
10-44-40	PERIODICALS	$ 618.00	$ 900.00	$ 688.87	$ 1,000.00	$ 767.78	$ 1,151.67	$ 1,000.00	$ 1,000.00
10-44-42	BOOKS AND PAMPHLETS	$ 11,444.00	$ 15,000.00	$ 13,178.45	$ 15,000.00	$ 7,718.88	$ 11,578.32	$ 10,000.00	$ 10,000.00
10-44-43	MUSIC COLLECTION	$ 337.00	$ 500.00	$ 252.63	$ 500.00	$ -	$ -	$ -	$ -
10-44-44	AUDIO VISUAL	$ 3,326.00	$ 6,000.00	$ 4,209.65	$ 6,000.00	$ 1,719.22	$ 2,578.83	$ 4,000.00	$ 4,000.00
10-44-46	PROGRAMMING	$ 5,311.00	$ 4,000.00	$ 5,040.74	$ 4,000.00	$ 2,594.72	$ 3,892.08	$ 4,120.00	$ 4,120.00
10-44-49	SUMMER READING PROGRAM	$ -	$ -		$ 1,500.00	$ 856.17	$ 1,284.26	$ 1,545.00	$ 1,545.00
10-44-54	CELL PHONES	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10-44-60	POWER	$ 11,803.00	$ 10,000.00	$ 12,862.24	$ 13,000.00	$ 9,417.66	$ 14,126.49	$ 13,000.00	$ 13,000.00
10-44-61	NATURAL GAS	$ 6,224.00	$ 6,000.00	$ 3,846.24	$ 6,000.00	$ 2,340.84	$ 3,511.26	$ 3,750.00	$ 3,750.00
10-44-62	EMPLOYEE APPRECIATION	$ 820.00	$ 1,500.00	$ 931.98	$ 1,500.00	$ 678.25	$ 1,017.38	$ 750.00	$ 1,050.00
10-44-63	DUES AND FEES	$ 707.00	$ 600.00	$ 913.34	$ 600.00	$ 357.85	$ 536.78	$ 100.00	$ 100.00
10-44-64	CONFERENCES, TRAINING & TRAVEL	$ 976.00	$ 2,400.00	$ 165.95	$ 2,400.00	$ 314.98	$ 472.47	$ 500.00	$ 500.00
10-44-72	LIBRARY RENT TO MBA	$ 19,200.00	$ 18,550.00	$ 18,549.96	$ 19,200.00	$ -	$ -	$ 18,615.00	$ 18,615.00
10-44-83	GRANT EXPENDITURE	$ 4,361.00	$ 5,000.00	$ 5,553.24	$ 5,000.00	$ 6,342.30	$ 9,513.45	$ 5,150.00	$ 8,125.00
TOTAL LIBRARY:		**$ 405,414.00**	**$ 469,650.00**	**$ 447,726.01**	**$ 485,000.00**	**$ 295,396.91**	**$ 443,095.37**	**$ 499,924.52**	**$ 503,199.52**
ELECTIONS									
10-50-39	OTHER PROFESSIONAL SERVICES	$ 30,060.00	$ -	$ -	$ 37,000.00	$ 37,075.50	$ 55,613.25	$ -	$ -
TOTAL ELECTIONS:		**$ 30,060.00**	**$ -**	**$ -**	**$ 37,000.00**	**$ 37,075.50**	**$ 55,613.25**	$ -	$ -

POLICE DEPARTMENT																					
10-54-11	SALARIES & WAGES	$	1,902,413.00	$	2,130,500.00	$	2,136,829.36	$	2,250,000.00	$	1,457,217.69	$	2,185,826.54	$	2,391,510.16	$	2,391,510.16				
10-54-12	SALARIES OVERTIME	$	68,435.00	$	67,000.00	$	76,245.22	$	67,000.00	$	45,206.74	$	67,810.11	$	72,500.00	$	72,500.00				
10-54-13	EMPLOYEES BENEFITS	$	674,215.00	$	746,000.00	$	782,455.94	$	822,000.00	$	489,586.81	$	734,380.22	$	863,100.00	$	863,100.00				
10-54-14	HEALTH INSURANCE	$	390,905.00	$	435,000.00	$	431,049.38	$	500,000.00	$	289,860.83	$	434,791.25	$	525,000.00	$	525,000.00				
10-54-15	UNEMPLOYMENT COMPENSATION							$	-	$	4,988.36	$	7,482.54	$	20,000.00	$	20,000.00				
10-54-16	POLICE GRANT - PAYROLL	$	4,491.00	$	-							$	-	$	-	$	-				
10-54-17	UNIFORM ALLOWANCE	$	35,758.00	$	30,600.00	$	30,998.28	$	34,000.00	$	6,880.68	$	10,321.02	$	30,000.00	$	30,000.00				
10-54-18	BODY CAMERAS	$	21,641.00	$	-							$	-	$	-	$	-				
10-54-19	STREET CAMERAS	$	-	$	30,000.00	$	32,500.00	$	30,000.00	$	32,500.00	$	48,750.00	$	32,500.00	$	32,500.00				
10-54-21	OFFICE SUPPLIES	$	4,820.00	$	7,500.00	$	4,108.29	$	7,500.00	$	2,469.47	$	3,704.21	$	5,000.00	$	5,000.00				
10-54-22	POSTAGE	$	1,553.00	$	2,000.00	$	1,083.40	$	2,000.00	$	871.39	$	1,307.09	$	1,750.00	$	1,750.00				
10-54-23	COMPUTER SOFTWARE	-		-		-		-		-		-		$	7,000.00	$	7,000.00				
10-54-24	PARTS, SUPPLIES AND EQUIPMENT	$	60,800.00	$	65,000.00	$	43,126.47	$	65,000.00	$	29,256.43	$	43,884.65	$	65,000.00	$	65,000.00				
10-54-25	BUILDING AND GROUNDS	$	4,483.00	$	5,000.00	$	15,346.08	$	7,000.00	$	3,561.91	$	5,342.87	$	7,000.00	$	7,000.00				
10-54-26	BOOKS, CDs & PRINTED MATERIALS	$	231.00	$	-							$	-	$	-	$	-				
10-54-27	FUEL	$	54,799.00	$	62,500.00	$	49,172.62	$	65,000.00	$	31,546.44	$	47,319.66	$	65,000.00	$	65,000.00				
10-54-29	BEER/ALCOHOL PROGRAM	$	13,859.00	$	15,000.00	$	19,086.76	$	18,000.00	$	-	$	-	$	18,000.00	$	18,000.00				
10-54-31	COMPUTER SUPPORT SERVICES	$	6,491.00	$	6,800.00	$	6,765.84	$	6,800.00	$	4,420.56	$	6,630.84	$	6,800.00	$	6,800.00				
10-54-34	CUSTODIAL SERVICES	$	16,788.00	$	16,800.00	$	17,435.00	$	16,800.00	$	11,100.00	$	16,650.00	$	16,800.00	$	16,800.00				
10-54-36	VEHICLE MAINTENANCE	$	17,073.00	$	26,000.00	$	19,219.77	$	26,000.00	$	11,421.30	$	17,131.95	$	20,000.00	$	20,000.00				
10-54-37	K-9 UNIT	$	544.00	$	5,000.00	$	4,254.41	$	5,000.00	$	2,150.50	$	3,225.75	$	2,500.00	$	2,500.00				
10-54-39	OTHER PROFESSIONAL SERVICES	$	15,962.00	$	14,500.00	$	15,938.59	$	15,000.00	$	33,406.39	$	50,109.59	$	183,000.00	$	183,000.00				
10-54-51	POWER	$	19,486.00	$	16,500.00	$	21,149.67	$	18,000.00	$	9,872.89	$	14,809.34	$	21,000.00	$	21,000.00				
10-54-52	NATURAL GAS	$	415.00	$	500.00	$	362.70	$	500.00	$	240.61	$	360.92	$	500.00	$	500.00				
10-54-55	INTERNET - PHONES	$	14,675.00	$	16,000.00	$	17,997.64	$	17,000.00	$	7,675.79	$	11,513.69	$	17,500.00	$	17,500.00				
10-54-58	LAW ENFORCEMENT GRANT	$	23,745.00	$	15,000.00	$	31,357.96	$	15,000.00	$	23,783.27	$	35,674.91	$	15,000.00	$	15,000.00				
10-54-62	EMPLOYEE APPRECIATION	$	3,444.00	$	3,000.00	$	2,837.22	$	3,000.00	$	2,697.14	$	4,045.71	$	3,100.00	$	3,100.00				
10-54-63	DUES AND FEES	$	168,067.00	$	179,000.00	$	178,649.00	$	185,000.00	$	81,878.00	$	122,817.00	$	500.00	$	500.00				
10-54-64	CONFERENCES TRAINING & TRAVEL	$	13,973.00	$	22,800.00	$	23,482.26	$	22,800.00	$	10,734.05	$	16,101.08	$	20,000.00	$	20,000.00				
10-54-66	SOFTWARE LEASE	$	-	$	28,500.00	$	-	$	10,000.00	$	256.67	$	385.01	$	8,000.00	$	8,000.00				
10-54-72	JUSTICE CENTER RENT TO MBA	$	129,500.00	$	129,500.00	$	129,500.04	$	116,900.00	$	-	$	-	$	129,075.00	$	129,075.00				
10-54-78	Debt Service - Interest	$	7,053.00	$	-	$	8,447.98					$	-	$	-	$	-				
10-54-79	Debt Service - Principal	$	91,861.00	$	-	$	95,053.06					$	-	$	-	$	-				
10-54-80	VEHICLE EQUIPMENT	$	25,085.00	$	20,000.00	$	15,171.88	$	20,000.00	$	26,461.20	$	39,691.80	$	20,600.00	$	20,600.00				
10-54-82	VEHICLE LEASE	$	(462.00)	$	102,000.00	$	-	$	89,500.00	$	59,357.84	$	89,036.76	$	60,000.00	$	60,000.00				
10-54-83	PURCHASE POLICE VEHICLE	$	12,750.00	$	171,225.00	$	154,425.00	$	86,000.00	$	41,975.00	$	62,962.50								
10-54-84	PUBLIC SAFETY IMPACT EXPENSE	$	2,720.00	$	-	$	4,944.50	$	-	$	1,192.50	$	1,788.75	$	-	$	-				
10-54-85	SPECIAL PROGRAM EXPENSE	$	7,212.00	$	10,000.00	$	10,688.75	$	10,000.00	$	1,272.02	$	1,908.03	$	3,000.00	$	3,000.00				
TOTAL POLICE DEPARTMENT:		**$**	**3,814,785.00**	**$**	**4,379,225.00**	**$**	**4,379,683.07**	**$**	**4,530,800.00**	**$**	**2,723,842.48**	**$**	**4,085,763.72**	**$**	**4,630,735.16**	**$**	**4,630,735.16**				
FIRE DEPARTMENT																					
10-55-11	SALARIES AND WAGES	$	39,539.00	$	48,500.00	$	38,648.76	$	40,000.00	$	32,019.60	$	48,029.40	$	43,669.61	$	43,669.61				
10-55-13	EMPLOYEES BENEFITS	$	5,706.00	$	7,000.00	$	5,911.62	$	7,000.00	$	3,160.31	$	4,740.47	$	7,210.00	$	7,210.00				
10-55-16	UNEMPLOYEMENT COMPENSATION													$	3,000.00	$	3,000.00				
10-55-15	EDUCATION AND TRAINING	$	10,710.00	$	15,000.00	$	12,211.81	$	15,000.00	$	6,915.28	$	10,372.92	$	12,500.00	$	12,500.00				
10-55-17	CERTIFICATIONS	$	312.00	$	1,000.00	$	485.00	$	2,500.00	$	195.00	$	292.50	$	500.00	$	500.00				
10-55-19	UNIFORMS	$	6,590.00	$	7,000.00	$	5,618.74	$	7,000.00	$	3,857.45	$	5,786.18	$	7,000.00	$	7,000.00				
10-55-21	OFFICE SUPPLIES	$	469.00	$	1,000.00	$	514.37	$	1,000.00	$	358.91	$	538.37	$	750.00	$	750.00				
10-55-23	COMPUTER SOFTWARE & EQUIPMENT	$	365.00	$	13,000.00	$	12,981.03	$	13,000.00	$	15,274.55	$	22,911.83	$	15,000.00	$	15,000.00				
10-55-24	EQUIPMENT	$	45,915.00	$	40,000.00	$	35,294.40	$	47,500.00	$	30,473.96	$	45,710.94	$	48,925.00	$	48,925.00				
10-55-25	BUILDING AND GROUNDS	$	12,545.00	$	19,000.00	$	12,399.01	$	19,000.00	$	7,101.14	$	10,651.71	$	13,000.00	$	13,000.00				

10-55-27	FUEL	$ 8,098.00	$ 12,000.00	$ 6,970.07	$ 12,000.00	$ 4,769.26	$ 7,153.89	$ 10,000.00	$ 10,000.00
10-55-29	TURNOUTS	$ 21,247.00	$ 27,300.00	$ 15,520.73	$ 27,300.00	$ 26,594.16	$ 39,891.24	$ 28,119.00	$ 28,119.00
10-55-30	SCBA	$ 5,335.00	$ -				$ -	$ -	$ -
10-55-34	CUSTODIAL SERVICES	$ 4,225.00	$ 4,000.00	$ 4,955.00	$ 4,500.00	$ 2,785.00	$ 4,177.50	$ 4,300.00	$ 4,300.00
10-55-36	VEHICLE MAINTENANCE	$ 17,033.00	$ 16,500.00	$ 20,864.14	$ 20,500.00	$ 2,632.03	$ 3,948.05	$ 20,500.00	$ 20,500.00
10-55-39	OTHER PROFESSIONAL SERVICES	$ 21,347.00	$ 8,000.00	$ 3,719.34	$ 8,000.00	$ 5,136.85	$ 7,705.28	$ 8,000.00	$ 8,000.00
10-55-51	POWER	$ 5,931.00	$ 5,500.00	$ 7,162.34	$ 7,000.00	$ 4,082.74	$ 6,124.11	$ 8,200.00	$ 8,200.00
10-55-52	NATURAL GAS	$ 8,544.00	$ 7,000.00	$ 5,401.58	$ 8,500.00	$ 3,409.60	$ 5,114.40	$ 6,000.00	$ 6,000.00
10-55-53	OFFICE PHONES/INTERNET	$ 7,991.00	$ 4,500.00	$ 8,154.18	$ 6,000.00	$ 5,566.30	$ 8,349.45	$ 6,000.00	$ 6,000.00
10-55-58	WILDLAND/SPECIAL EVENT	$ 276.00	$ -	$ 5,567.93			$ -	$ -	$ -
10-55-61	GIFTS AND AWARDS	$ 1,601.00	$ 2,500.00	$ 828.15	$ -	$ 445.00	$ 667.50	$ -	$ -
10-55-63	DUES AND FEES	$ 2,001.00	$ 4,000.00	$ 3,000.00	$ 4,000.00	$ 1,168.96	$ 1,753.44	$ 4,000.00	$ 4,000.00
10-55-64	CONFERENCES, TRAINING & TRAVEL	$ 5,762.00	$ 12,000.00	$ 10,790.53	$ 6,000.00	$ 3,275.00	$ 4,912.50	$ 6,180.00	$ 6,180.00
10-55-65	FIRE PREVENTION	$ 2,066.00	$ 10,000.00	$ 6,757.75	$ 14,500.00	$ 12,931.84	$ 19,397.76	$ 14,500.00	$ 14,500.00
10-55-67	VOLUNTEER APPRECIATION				$ 10,000.00	$ 118.01	$ 177.02	$ 15,000.00	$ 15,000.00
10-55-68	Firefighter Stipend							$ 17,000.00	$ 17,000.00
10-55-95	RENT PMT TO MBA-FIRE STATION	$ 109,000.00	$ 109,000.00	$ 108,999.96	$ 97,000.00	$ -	$ -	$ 109,160.00	$ 109,160.00
10-55-98	WATER EXPENSE	$ 2,774.00	$ 3,000.00	$ 4,947.92	$ 5,000.00	$ 2,939.27	$ 4,408.91	$ 4,200.00	$ 4,200.00
10-55-99	GRANT EXPENSE	$ 3,998.00	$ 15,000.00	$ 3,569.00	$ 15,000.00	$ -	$ -	$ 15,450.00	$ 15,450.00
TOTAL FIRE DEPARTMENT:		**$ 349,380.00**	**$ 391,800.00**	**$ 341,273.36**	**$ 397,300.00**	**$ 175,210.22**	**$ 262,815.33**	**$ 428,163.61**	**$ 428,163.61**
ANIMAL CONTROL									
10-57-11	SALARIES AND WAGES	$ 17,210.00	$ 35,000.00	$ 31,509.88	$ 36,500.00	$ 21,539.15	$ 32,308.73	$ 38,595.34	$ 38,595.34
10-57-13	EMPLOYEES BENEFITS	$ 1,549.00	$ 3,500.00	$ 2,863.74	$ 3,500.00	$ 1,911.27	$ 2,866.91	$ 3,675.00	$ 3,675.00
10-57-17	UNIFORM ALLOWANCE	$ -	$ 700.00	$ -	$ 500.00	$ -	$ -	$ -	$ -
10-57-24	PARTS, SUPPLIES & EQUIPMENT	$ 3,438.00	$ 3,500.00	$ 1,784.68	$ 3,500.00	$ 1,010.58	$ 1,515.87	$ 2,500.00	$ 2,500.00
10-57-27	FUEL	$ 1,187.00	$ 1,500.00	$ 1,967.63	$ 1,500.00	$ 1,619.27	$ 2,428.91	$ 2,500.00	$ 2,500.00
10-57-31	PROFESSIONAL & TECH SERVICES	$ 1,033.00	$ 3,000.00	$ 769.36	$ 3,000.00	$ (195.54)	$ (293.31)	$ 1,500.00	$ 1,500.00
10-57-36	VEHICLE MAINTENANCE	$ 51.00	$ 1,500.00	$ 150.77	$ 2,000.00	$ 1,286.72	$ 1,930.08	$ 2,060.00	$ 2,060.00
10-57-64	CONFERENCES, TRAINING & TRAVEL	$ -	$ 800.00	$ -	$ 800.00	$ -	$ -		
TOTAL ANIMAL CONTROL:		**$ 24,468.00**	**$ 49,500.00**	**$ 39,046.06**	**$ 51,300.00**	**$ 27,171.45**	**$ 40,757.18**	**$ 50,830.34**	**$ 50,830.34**
STREETS									
10-60-11	SALARIES AND WAGES	$ 119,261.00	$ 140,000.00	$ 122,627.70	$ 152,000.00	$ 100,034.46	$ 150,051.69	$ 254,432.42	$ 254,432.42
10-60-13	EMPLOYEES BENEFITS	$ 33,600.00	$ 38,000.00	$ 33,739.24	$ 42,500.00	$ 24,023.43	$ 36,035.15	$ 44,625.00	$ 44,625.00
10-60-14	HEALTH INSURANCE	$ 26,308.00	$ 30,000.00	$ 23,259.09	$ 42,000.00	$ 18,685.44	$ 28,028.16	$ 44,100.00	$ 44,100.00
10-60-20	LIGHT REPAIR	$ -	$ 10,000.00	$ 174.79	$ 5,000.00	$ -	$ -	$ 5,000.00	$ 5,000.00
10-60-21	OFFICE SUPPLIES	$ 3,538.00	$ 2,500.00	$ 1,810.49	$ 3,000.00	$ 1,975.53	$ 2,963.30	$ 1,000.00	$ 1,000.00
10-60-23	COMPUTER SOFTWARE	$ 1,439.00	$ 4,425.00	$ 574.00	$ 3,000.00	$ 1,744.44	$ 2,616.66	$ 2,100.00	$ 2,100.00
10-60-24	PARTS, SUPPLIES & EQUIPMENT	$ 30,002.00	$ 30,000.00	$ 60,465.36	$ 30,000.00	$ 14,612.48	$ 21,918.72	$ 30,900.00	$ 30,900.00
10-60-25	BUILDING AND GROUNDS	$ 2,255.00	$ 6,000.00	$ 1,885.33	$ 9,000.00	$ 549.49	$ 824.24	$ 9,270.00	$ 9,270.00
10-60-27	FUEL	$ 17,386.00	$ 18,000.00	$ 13,926.13	$ 19,000.00	$ 10,375.35	$ 15,563.03	$ 19,570.00	$ 19,570.00
10-60-28	TELEPHONE/INTERNET IPADS	$ 7,847.00	$ 7,500.00	$ 7,936.92	$ 9,000.00	$ 4,721.43	$ 7,082.15	$ 9,270.00	$ 9,270.00
10-60-34	CUSTODIAL SERVICES	$ 12,665.00	$ 13,500.00	$ 13,180.00	$ 13,500.00	$ 8,315.00	$ 12,472.50	$ 12,750.00	$ 12,750.00
10-60-36	VEHICLE MAINTENANCE	$ 20,713.00	$ 20,000.00	$ 12,484.53	$ 20,000.00	$ 13,014.81	$ 19,522.22	$ 20,600.00	$ 20,600.00
10-60-39	OTHER PROFESSIONAL SERVICES	$ 10,644.00	$ 10,000.00	$ 8,758.15	$ 10,000.00	$ 3,112.79	$ 4,669.19	$ 10,300.00	$ 10,300.00
10-60-40	GIS	$ -	$ 5,000.00	$ -			$ -	$ -	$ -
10-60-51	POWER	$ 36,612.00	$ 33,000.00	$ 38,821.38	$ 39,000.00	$ 19,891.09	$ 29,836.64	$ 40,000.00	$ 40,000.00
10-60-52	NATURAL GAS	$ 6,095.00	$ 6,000.00	$ 2,925.83	$ 6,500.00	$ 1,481.50	$ 2,222.25	$ 2,500.00	$ 2,500.00
10-60-61	EMPLOYEE APPRECIATION	$ 1,816.00	$ 2,000.00	$ 1,608.18	$ 2,000.00	$ 1,226.59	$ 1,839.89	$ 900.00	$ 900.00
10-60-62	EMPLOYEE /SAFETY EQUIPMENT	$ 13,695.00	$ 13,000.00	$ 10,945.94	$ 14,000.00	$ 6,837.00	$ 10,255.50	$ -	$ -
10-60-64	CONFERENCES, TRAINING & TRAVEL	$ 2,337.00	$ 3,500.00	$ 3,786.56	$ 3,500.00	$ 1,731.04	$ 2,596.56	$ 3,605.00	$ 3,605.00
10-60-71	DEBT SERVICE - INTEREST	$ 1,242.00	$ -				$ -	$ -	$ -

10-60-72	DEBT SERVICE - PRINCIPAL	$ 2,595.00	$ -	$ 30,939.60				$ -	$ -	$ -	
10-60-81	CAPITAL PROJECTS	$ 8,748.00	$ -					$ -	$ -	$ -	
10-60-82	CAPITAL EQUIPMENT	$ 163,628.00	$ -					$ -	$ -	$ -	
10-60-84	IMPACT FEE EXPENSE ROADS	$ -	$ -	$ 11,414.26	$ 5,000.00	$ 1,680.30	$ 2,520.45	$ 2,500.00	$ 2,500.00		
10-60-85	EQUIPMENT LEASE	$ 5,130.00	$ 8,000.00	$ -	$ 9,000.00	$ 14,687.01	$ 22,030.52	$ 17,250.00	$ 17,250.00		
10-60-98	WATER EXPENSE	$ 1,025.00	$ 1,000.00	$ 1,039.19	$ 1,000.00	$ 652.44	$ 978.66	$ 1,200.00	$ 1,200.00		
TOTAL STREETS:		**$ 528,581.00**	**$ 401,425.00**	**$ 402,302.67**	**$ 438,000.00**	**$ 249,351.62**	**$ 374,027.43**	**$ 531,872.42**	**$ 531,872.42**		
CLASS "C" ROADS											
10-61-33	ENGINEERING SERVICES	$ 1,449.00	$ -	$ 50,747.50	$ -	$ 13,083.90	$ 19,625.85	$ 25,000.00	$ 25,000.00		
10-61-42	STREET SIGN REPLACEMENT	$ 15,570.00	$ 15,000.00	$ 9,769.63	$ 15,000.00	$ 3,181.26	$ 4,771.89	$ 15,000.00	$ 15,000.00		
10-61-43	CURB, GUTTER, SIDEWALK EXPENSE	$ 23,118.00	$ 50,000.00	$ 7,316.50	$ 50,000.00	$ -	$ -	$ 50,000.00	$ 50,000.00		
10-61-44	MAINTENANCE	$ 25,432.00	$ 40,000.00	$ 19,754.06	$ 40,000.00	$ 8,887.92	$ 13,331.88	$ 40,000.00	$ 40,000.00		
10-61-65	TRANSFER DEBT SERVICE				$ 232,000.00	$ -	$ -	$ -	$ -		
10-61-74	CAPITAL OUTLAY - EQUIPMENT				$ 3,037,000.00			$ 2,797,810.62	$ 2,797,810.62		
10-61-81	CAPITAL PROJECTS	$ 862,159.00	$ 1,033,000.00	$ 271,012.67	$ 1,033,000.00	$ 526,076.84	$ 789,115.26	$ 1,033,000.00	$ 1,033,000.00		
TOTAL CLASS "C" ROADS:		**$ 927,728.00**	**$ 1,138,000.00**	**$ 358,600.36**	**$ 4,407,000.00**	**$ 551,229.92**	**$ 826,844.88**	**$ 3,960,810.62**	**$ 3,960,810.62**		
PARKS AND RECREATION											
10-64-10	TNT HOLDING ACCOUNT	$ -	$ -	$ -	$ -	$ -	$ -				
10-64-11	SALARIES & WAGES	$ 168,335.00	$ 175,000.00	$ 178,004.36	$ 189,000.00	$ 108,957.98	$ 163,436.97	$ 282,360.38	$ 279,218.19		
10-64-13	EMPLOYEE BENEFITS	$ 40,070.00	$ 40,500.00	$ 41,597.85	$ 45,500.00	$ 24,395.45	$ 36,593.18	$ 59,251.00	$ 59,251.00		
10-64-14	HEALTH INSURANCE	$ 25,289.00	$ 27,000.00	$ 26,921.42	$ 30,000.00	$ 16,214.60	$ 24,321.90	$ 57,288.00	$ 57,288.00		
10-64-15	UNEMPLOYMENT COMPENSATION				$ -	$ 5,751.20	$ 8,626.80	$ 10,000.00	$ 10,000.00		
10-64-20	EMPLOYEE APPRECIATION	$ -	$ -	$ -	$ -	$ -	$ -	$ 900.00	$ 900.00		
10-64-22	SNACK SHACK	$ 1,668.00	$ 2,000.00	$ 1,856.26	$ 2,000.00	$ 888.47	$ 1,332.71	$ 2,060.00	$ 2,060.00		
10-64-24	PARTS, SUPPLIES & EQUIPMENT	$ 35,228.00	$ 35,000.00	$ 37,471.15	$ 40,000.00	$ 34,124.44	$ 51,186.66	$ 41,200.00	$ 41,200.00		
10-64-27	FUEL	$ 9,700.00	$ 10,000.00	$ 7,798.63	$ 10,000.00	$ 5,917.23	$ 8,875.85	$ 10,000.00	$ 10,000.00		
10-64-30	PROFESSIONAL SERVICES	$ 375.00	$ 4,000.00	$ 3,959.05	$ 4,000.00	$ 2,539.03	$ 3,808.55	$ 4,000.00	$ 4,000.00		
10-64-33	PORTABLE RESTROOMS	$ 9,863.00	$ 10,000.00	$ 8,534.00	$ 10,000.00	$ 6,270.00	$ 9,405.00	$ 10,000.00	$ 10,000.00		
10-64-36	VEHICLE MAINTENANCE	$ 3,999.00	$ 5,000.00	$ 4,727.12	$ 5,000.00	$ 2,836.42	$ 4,254.63	$ 5,000.00	$ 5,000.00		
10-64-51	POWER	$ 4,735.00	$ 7,000.00	$ 6,153.82	$ 8,000.00	$ 2,872.76	$ 4,309.14	$ 6,000.00	$ 6,000.00		
10-64-52	NATURAL GAS	$ 2,197.00	$ 2,000.00	$ 1,479.63	$ 2,500.00	$ 863.40	$ 1,295.10	$ 2,000.00	$ 2,000.00		
10-64-55	STOCKSHOW MAINTENANCE	$ 3,966.00	$ 5,000.00	$ 718.87	$ 5,000.00	$ -	$ -	$ 5,150.00	$ 5,150.00		
10-64-56	IRRIGATION ASSESMENT	$ 5,113.00	$ 15,000.00	$ 7,550.00	$ 11,700.00	$ 2,437.50	$ 3,656.25	$ 12,051.00	$ 12,051.00		
10-64-60	DONNER REED MUSEUM	$ -	$ 1,000.00	$ 127.40	$ 1,000.00	$ -	$ -	$ 1,000.00	$ 1,000.00		
10-64-61	DUES AND FEES		$ -	$ 1,083.40			$ -	$ 1,000.00	$ 1,000.00		
10-64-62	J. RUEBEN CLARK FARM	$ 181.00	$ 1,000.00	$ 489.06	$ 1,500.00	$ 16.31	$ 24.47	$ 1,000.00	$ 1,000.00		
10-64-64	CONFERENCES, TRAINING & TRAVEL	$ 1,815.00	$ 3,000.00	$ 2,567.00	$ 3,000.00	$ 1,655.00	$ 2,482.50	$ 3,090.00	$ 3,090.00		
10-64-71	HISTORICAL PRESERVATION	$ -	$ 1,000.00	$ -	$ 500.00	$ -	$ -	$ -	$ -		
10-64-74	CAPITAL OUTLAY	$ -	$ -		$ 66,400.00	$ 66,165.99	$ 99,248.99	$ -	$ -		
10-64-75	PARK IMPACT FEE	$ 199,848.00	$ 1,400,000.00	$ 133,302.50	$ -	$ 318.75	$ 478.13	$ -	$ -		
10-64-77	PAR TAX EXPENSE	$ 99,108.00	$ 126,000.00	$ 91,037.25	$ -		$ -	$ -	$ -		
10-64-81	CAPITAL PROJECTS	$ 186,806.00	$ 30,000.00	$ 30,280.59	$ -		$ -	$ -	$ -		
10-64-83	GRANT EXPENDITURE	$ 1,097.00	$ 45,000.00	$ 21,122.08	$ -		$ -	$ -	$ -		
10-64-98	WATER EXPENSE	$ 51,118.00	$ 50,000.00	$ 66,194.35	$ 60,000.00	$ 48,935.55	$ 73,403.33	$ 65,000.00	$ 65,000.00		
10-64-99	TRANSFER DEBT SERVICE CPF	$ -	$ -	$ -	$ 153,400.00	$ -	$ -				
TOTAL PARKS AND RECREATION:		**$ 850,511.00**	**$ 1,994,500.00**	**$ 672,975.79**	**$ 648,500.00**	**$ 331,160.08**	**$ 496,740.12**	**$ 578,350.38**	**$ 575,208.19**		
COMMUNITY RELATIONS/HUMAN RES.											
10-65-22	BEAUTIFICATION-TREES	$ 13,534.00	$ 15,000.00	$ 4,883.88	$ 3,000.00	$ -	$ -	$ 3,090.00	$ 3,090.00		
10-65-28	EMPLOYEE TUITION REIMBURSEMENT	$ 12,056.00	$ 15,000.00	$ 5,683.59	$ 15,000.00	$ 2,335.50	$ 3,503.25	$ 15,450.00	$ 15,450.00		
10-65-29	EMPLOYEE SAFETY PROGRAM	$ 7,835.00	$ 8,000.00	$ 2,524.85	$ 6,000.00	$ -	$ -	$ 3,000.00	$ 3,000.00		

10-65-31	COMMUNITY EVENTS	$ 15,132.00	$ 12,000.00	$ 8,383.83	$ 2,500.00	$ 1,406.06	$ 2,109.09	$ 3,100.00	$ 3,100.00
10-65-38	YOUTH BASEBALL PROJECT	$ 1,828.00	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ -
10-65-39	WASATCH FRONT REGIONAL COUNCIL	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 2,000.00	$ 2,000.00
10-65-40	COMMUNITY RELATIONS	$ 12,555.00	$ 15,000.00	$ 17,151.76	$ 10,000.00	$ 6,770.05	$ 10,155.08	$ 10,300.00	$ 10,300.00
10-65-45	HISTORIC BOOK	$ 24,567.00	$ -		$ -		$ -	$ -	$ -
10-65-58	YOUTH CITY COUNCIL SCHOLARSHIP	$ -	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ -	$ -	$ 1,030.00	$ 1,030.00
10-65-59	YOUTH CITY COUNCIL	$ 2,485.00	$ 2,000.00	$ 2,149.57	$ 1,000.00	$ 2,681.03	$ 4,021.55	$ 1,030.00	$ 1,030.00
10-65-61	GIFTS AND AWARDS	$ 55.00	$ 2,000.00	$ 707.31	$ 100.00	$ 60.00	$ 90.00	$ 103.00	$ 103.00
10-65-62	EMPLOYEE APPRECIATION	$ 9,771.00	$ 10,500.00	$ 8,543.78	$ 10,500.00	$ 9,539.42	$ 14,309.13	$ 10,815.00	$ 10,815.00
10-65-63	DUES AND FEES	$ 2,100.00	$ 2,500.00	$ 2,150.00	$ 2,500.00	$ -	$ -	$ 2,575.00	$ 2,575.00
10-65-65	DONATIONS	$ 4,000.00	$ 5,000.00	$ 2,000.00	$ 3,500.00	$ 3,000.00	$ 4,500.00	$ 3,500.00	$ 3,500.00
10-65-64	TRAIING, CONFERENCES, TRAVEL							$ 11,250.00	$ 11,250.00
10-65-66	RODEO							$ 25,000.00	$ 37,000.00
10-65-67	BARRUS FAMILY SCHOLARSHIP	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ -	$ -	$ 500.00	$ 500.00
10-65-68	GHS SCHOLARSHIP	$ -	$ 1,000.00	$ 500.00	$ 1,000.00	$ -	$ -	$ 100.00	$ 100.00
10-65-69	CHILDRENS JUSTICE CENTER	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 2,250.00	$ 1,500.00	$ 1,500.00
10-65-70	GRANTSVILLE SOCIABLE	$ 2,600.00	$ 2,600.00	$ 2,600.00	$ 2,600.00	$ 2,600.00	$ 3,900.00	$ 2,600.00	$ 2,600.00
10-65-71	WEST DESERT	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ -		$ -	$ -	$ -
10-65-72	SMALL BUSINESS ALLIANCE	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 30,000.00	$ 5,000.00	$ 5,000.00
10-65-87	FOURTH OF JULY	$ 47,473.00	$ 46,000.00	$ 56,621.60	$ 43,000.00	$ 27,301.69	$ 40,952.54	$ 44,900.00	$ 44,900.00
10-65-88	MAIN STREET BEAUTIFICATION	$ 24,880.00	$ 11,000.00	$ 12,697.09	$ 11,000.00	$ 1,427.98	$ 2,141.97	$ 11,330.00	$ 11,330.00
TOTAL COMMUNITY RELATIONS/HUMAN RES.:		**$ 214,871.00**	**$ 185,100.00**	**$ 161,597.26**	**$ 139,200.00**	**$ 80,621.73**	**$ 120,932.60**	**$ 158,173.00**	**$ 170,173.00**
CEMETERY									
10-66-11	SALARIES AND WAGES	$ 144,467.00	$ 153,500.00	$ 150,490.72	$ 157,000.00	$ 90,388.36	$ 135,582.54	$ 182,555.70	$ 173,129.13
10-66-13	EMPLOYEES BENEFITS	$ 36,114.00	$ 37,500.00	$ 34,821.13	$ 35,000.00	$ 19,638.66	$ 29,457.99	$ 36,750.00	$ 36,750.00
10-66-14	HEALTH INSURANCE	$ 34,503.00	$ 32,000.00	$ 30,947.46	$ 32,000.00	$ 17,158.65	$ 25,737.98	$ 33,600.00	$ 33,600.00
10-66-24	PARTS, SUPPLIES & EQUIPMENT	$ 24,209.00	$ 21,000.00	$ 21,223.30	$ 28,000.00	$ 15,453.22	$ 23,179.83	$ 28,000.00	$ 28,000.00
10-66-27	FUEL	$ 9,700.00	$ 11,000.00	$ 7,798.61	$ 11,000.00	$ 5,810.21	$ 8,715.32	$ 10,000.00	$ 10,000.00
10-66-30	PROFESSIONAL SERVICES	$ 4,300.00	$ 28,000.00	$ 22,300.00	$ 10,000.00	$ 120.00	$ 180.00	$ 5,000.00	$ 5,000.00
10-66-36	VEHICLE MAINTENANCE	$ 1,576.00	$ 3,000.00	$ 3,069.28	$ 3,000.00	$ 960.30	$ 1,440.45	$ 3,000.00	$ 3,000.00
10-66-56	IRRIGATION ASSESSMENT	$ 5,113.00	$ 15,000.00	$ 6,537.50	$ 11,700.00	$ 2,437.50	$ 3,656.25	$ 12,051.00	$ 12,051.00
10-66-63	DUES AND FEES		$ -	$ 4,368.96			$ -	$ -	$ -
10-66-82	GRANTSVILLE NORTH CEMETERY	$ -	$ 50,000.00	$ 14,044.27	$ 100,000.00	$ -		$ 90,842.00	$ 90,842.00
10-66-98	WATER EXPENSE	$ 19,134.00	$ 20,000.00	$ 25,102.35	$ 25,000.00	$ 20,265.10	$ 30,397.65	$ 26,000.00	$ 26,000.00
TOTAL CEMETERY:		**$ 279,116.00**	**$ 371,000.00**	**$ 320,703.58**	**$ 412,700.00**	**$ 172,232.00**	**$ 258,348.00**	**$ 427,798.70**	**$ 418,372.13**
TRANSFERS									
10-99-00	TRANSFER TO CAPITAL PROJECT FUND	$ -	$ -		$ 2,026,600.00	$ -	$ -	$ 386,000.00	$ 386,000.00
TOTAL TRANSFERS:		**$ -**	**$ -**	**$ -**	**$ 2,026,600.00**	**$ -**	**$ -**	**$ 386,000.00**	**$ 386,000.00**
BUILDING DEPARTMENT									
15-56-11	SALARIES AND WAGES	$ 441,125.00	$ 486,000.00	$ 429,988.60	$ 500,000.00	$ 335,793.11	$ 503,689.67	$ 572,401.14	$ 572,401.14
15-56-13	EMPLOYEES BENEFITS	$ 129,968.00	$ 140,000.00	$ 115,703.59	$ 135,600.00	$ 84,470.90	$ 126,706.35	$ 142,380.00	$ 142,380.00
15-56-14	HEALTH INSURANCE	$ 114,187.00	$ 120,500.00	$ 109,795.74	$ 135,000.00	$ 87,820.92	$ 131,731.38	$ 141,750.00	$ 141,750.00
15-56-15	EDUCATION AND TRAINING	$ 7,852.00	$ 11,000.00	$ 5,637.41	$ 11,000.00	$ 6,124.89	$ 9,187.34	$ 8,000.00	$ 8,000.00
15-56-21	OFFICE SUPPLIES	$ 407.00	$ 1,000.00	$ 566.72	$ 1,000.00	$ 762.40	$ 1,143.60	$ 2,000.00	$ 2,000.00
15-56-23	COMPUTER SOFTWARE	$ 11,686.00	$ 15,000.00	$ 10,812.30	$ 15,000.00	$ 4,768.78	$ 7,153.17	$ 15,000.00	$ 20,000.00
15-56-24	OFFICE SUPPLIES	$ 195.00	$ 750.00	$ 15.60	$ 500.00	$ 23.98	$ 35.97	$ 500.00	$ 500.00
15-56-25	EQUIPMENT SUPPLIES & MAINT	$ 1,699.00	$ 5,000.00	$ (573.92)	$ 3,000.00	$ 5,148.84	$ 7,723.26	$ 5,000.00	$ 5,000.00
15-56-26	BOOKS, CDs & PRINTED MATERIALS	$ 308.00	$ 1,000.00	$ 522.95	$ 1,000.00	$ 96.00	$ 144.00	$ -	$ -
15-56-27	FUEL	$ 4,310.00	$ 6,000.00	$ 3,329.70	$ 6,000.00	$ 3,317.35	$ 4,976.03	$ 6,180.00	$ 6,180.00
15-56-31	COMPUTER SUPPORT SERVICES	$ 948.00	$ 1,000.00	$ 947.64	$ 1,000.00	$ 631.76	$ 947.64	$ 1,000.00	$ 1,000.00

15-56-36	VEHICLE MAINTENANCE	$ 1,302.00	$ 1,200.00	$ 1,570.88	$ 1,200.00	$ 4,535.78	$ 6,803.67	$ 1,500.00	$ 1,500.00
15-56-39	OTHER PROFESSIONAL SERVICES	$ 265.00	$ 1,000.00	$ 372.50	$ 500.00	$ 105.00	$ 157.50	$ 500.00	$ 500.00
15-56-55	INTERNET	$ 1,041.00	$ 1,200.00	$ 3,352.37	$ 1,200.00	$ 1,564.66	$ 2,346.99	$ 2,700.00	$ 2,700.00
15-56-61	EMPLOYEE SAFETY EQUIPMENT	$ -	$ 2,000.00	$ -	$ 2,000.00	$ 388.65	$ 582.98	$ 2,060.00	$ 2,060.00
15-56-62	EMPLOYEE APPRECIATION	$ 55.00	$ 500.00	$ 71.38	$ 500.00	$ 937.00	$ 1,405.50	$ 600.00	$ 600.00
15-56-63	DUES AND FEES	$ 560.00	$ 1,000.00	$ 1,675.00	$ 750.00	$ 150.00	$ 225.00	$ 750.00	$ 750.00
15-56-70	INDIRECT COST ALLOCATIONS	$ -	$ 139,850.00	$ -	$ -		$ -	$ -	$ -
15-56-71	TRNSFER CAPITAL PROJECT FUND	$ -	$ 200,000.00	$ -	$ 154,750.00		$ -		
TOTAL BUILDING:		**$ 715,908.00**	**$ 1,134,000.00**	**$ 683,788.46**	**$ 970,000.00**	**$ 536,640.02**	**$ 804,960.03**	**$ 902,321.14**	**$ 907,321.14**
COMMUNITY DEVELOPMENT									
17-52-11	SALARIES AND WAGES	$ 368,017.00	$ 284,000.00	$ 277,010.42	$ 445,000.00	$ 236,210.46	$ 354,315.69	$ 466,947.86	$ 466,947.86
17-52-13	EMPLOYEE BENEFITS	$ 102,470.00	$ 84,500.00	$ 72,060.46	$ 118,500.00	$ 53,856.07	$ 80,784.11	$ 124,425.00	$ 124,425.00
17-52-14	HEALTH INSURANCE	$ 71,958.00	$ 51,000.00	$ 36,771.12	$ 80,000.00	$ 38,529.13	$ 57,793.70	$ 84,000.00	$ 84,000.00
17-52-15	EDUCATION & TRAINING	$ 475.00	$ 3,000.00	$ 987.50	$ 3,000.00	$ 4,408.82	$ 6,613.23	$ 6,090.00	$ 6,090.00
17-52-17	VEHICLE STIPEND	$ 2,707.00	$ -		$ -		$ -	$ -	$ -
17-52-22	PUBLIC NOTICES/POSTAGE	$ 1,598.00	$ 1,000.00	$ 188.49	$ 1,500.00	$ 24.32	$ 36.48	$ 1,545.00	$ 1,545.00
17-52-23	COMPUTER SOFTWARE	$ 3,488.00	$ 7,000.00	$ 5,764.58	$ 7,000.00	$ 3,128.66	$ 4,692.99	$ 7,210.00	$ 7,210.00
17-52-24	OFFICE SUPPLIES/EQUIPMENT	$ 2,858.00	$ 3,000.00	$ 4,927.76	$ 3,000.00	$ 17,712.70	$ 26,569.05	$ 10,000.00	$ 10,000.00
17-52-26	BOOKS, CDS & PRINTED MATERIALS	$ 50.00	$ 500.00	$ 247.96	$ 500.00	$ 97.54	$ 146.31	$ -	$ -
17-52-31	COMPUTER SUPPORT SERVICES	$ 948.00	$ 1,000.00	$ 947.64	$ 1,000.00	$ 631.76	$ 947.64	$ 1,000.00	$ 1,000.00
17-52-33	ENGINEERING SERVICES	$ 140,871.00	$ 90,000.00	$ 168,808.40	$ 50,000.00	$ 91,874.95	$ 137,812.43	$ 100,000.00	$ 100,000.00
17-52-35	PLANNING SERVICES	$ 45,565.00	$ 60,000.00	$ 48,492.50	$ -	$ 10,548.00	$ 15,822.00	$ -	$ -
10-52-36	VEHICLE MAINTENANCE				$ -	$ 98.10	$ 147.15	$ 500.00	$ 500.00
17-52-39	OTHER PROFESSIONAL SERVICES	$ 12,854.00	$ 10,000.00	$ 78,046.17	$ 36,000.00	$ 32,314.73	$ 48,472.10	$ 40,000.00	$ 40,000.00
17-52-40	GIS	$ 1,477.00	$ 5,000.00	$ 3.51	$ -	$ 750.00	$ 1,125.00	$ 1,200.00	$ 1,200.00
17-52-55	INTERNET/PHONE	$ -	$ -	$ 410.20	$ 400.00	$ 2,089.29	$ 3,133.94	$ 2,500.00	$ 2,500.00
17-52-60	DUES AND FEES	$ 2,442.00	$ -		$ -		$ -	$ -	$ -
17-52-62	EMPLOYEE APPRECIATION	$ 171.00	$ 400.00	$ 158.00	$ 400.00	$ 314.00	$ 471.00	$ 900.00	$ 900.00
17-52-63	TRAINING - PLANNING COMMISSION	$ -	$ 1,000.00	$ 967.24	$ 1,000.00	$ -	$ -	$ 1,030.00	$ 1,030.00
17-52-64	TPA GRANT EXPENSE				$ -	$ 73,625.00	$ 110,437.50	$ -	$ -
17-52-65	GRANT EXPENSE							$ 115,000.00	$ 130,000.00
17-52-68	PLANNING COMMISSION STIPEND								$ 6,000.00
17-52-71	TRANSFER CAPITAL PROJECT FUND	$ 31.00	$ -		$ 16,900.00	$ -	$ -		
TOTAL COMMUNITY DEVELOPMENT:		**$ 757,980.00**	**$ 601,400.00**	**$ 695,791.95**	**$ 764,200.00**	**$ 566,213.53**	**$ 849,320.30**	**$ 962,347.86**	**$ 983,347.86**
TOTAL GENERAL EXPENDITURES		**$ 10,338,973.00**	**$ 12,470,250.00**	**$ 9,912,494.77**	**$ 16,365,700.00**	**$ 6,592,829.48**	**$ 9,889,244.22**	**$ 15,076,109.16**	**$ 15,147,515.40**
								$ (0)	$ (0)
MBA									
REVENUE									
23-30-10	INTEREST INCOME	$ 62,936.00	$ 18,000.00	$ 65,668.76	$ 23,705.00	$ 12,076.04	$ 18,114.06	$ 18,000.00	$ 18,000.00
23-30-11	RENT PAYMENT FOR FIRE STATION	$ 109,000.00	$ 109,000.00	$ 108,999.96	$ 97,000.00	$ -	$ -	$ 109,160.00	$ 109,160.00
23-30-12	RENT PAYMENT FOR LIBRARY	$ 19,200.00	$ 18,550.00	$ 18,549.96	$ 19,200.00	$ -	$ -	$ 18,615.00	$ 18,615.00
23-30-13	RENT PAYMENT JUSTICE CENTER	$ 129,500.00	$ 129,500.00	$ 129,500.04	$ 116,900.00	$ -	$ -	$ 129,075.00	$ 129,075.00
23-30-14	LIBRARY PMT TOOELE RDA	$ 75,200.00	$ 117,100.00	$ 76,800.00	$ 116,025.00	$ 116,025.00	$ 174,037.50	$ 116,925.00	$ 116,925.00
TOTAL REVENUE:		**$ 395,836.00**	**$ 392,150.00**	**$ 399,518.72**	**$ 372,830.00**	**$ 128,101.04**	**$ 192,151.56**	**$ 391,775.00**	**$ 391,775.00**
EXPENDITURES									
23-40-68	JUSTICE CENTER INTEREST	$ 59,425.00	$ 57,675.00	$ 57,674.99	$ 55,900.00	$ -	$ -	$ 54,075.00	$ 54,075.00
23-40-69	JUSTICE CENTER PRINCIPAL	$ 70,000.00	$ 71,000.00	$ 71,000.00	$ 73,000.00	$ -	$ -	$ 75,000.00	$ 75,000.00
23-40-70	FIRE DEBT SERVICE -BOND INT	$ 41,475.00	$ 39,130.00	$ 39,129.98	$ 36,680.00	$ 92,580.00	$ 138,870.00	$ 34,160.00	$ 34,160.00
23-40-72	FIRE - DEBT SERVICE PRINCPAL	$ 67,000.00	$ 70,000.00	$ 70,000.00	$ 72,000.00	$ 145,000.00	$ 217,500.00	$ 75,000.00	$ 75,000.00

23-40-73	LIBRARY DEBT SERVICE INTEREST	$ 41,738.00	$ 39,650.00	$ 39,387.82	$ 37,250.00	$ 36,987.81	$ 55,481.72	$ 34,540.00	$ 34,540.00
23-40-74	LIBRARY DEBT SERVICE PRINCIPAL	$ 94,000.00	$ 96,000.00	$ 96,000.00	$ 98,000.00	$ 98,000.00	$ 147,000.00	$ 101,000.00	$ 101,000.00
23-40-96	CONTRIBUTION TO FUND BALANCE	$ -	$ 18,695.00	$ -	$ -		$ -	$ 18,000.00	$ 18,000.00
	TOTAL EXPENDITURES:	**$ 373,638.00**	**$ 392,150.00**	**$ 373,192.79**	**$ 372,830.00**	**$ 372,567.81**	**$ 558,851.72**	**$ 391,775.00**	**$ 391,775.00**
								$ -	$ -
CAPITAL PROJECTS FUND									
REVENUE									
24-30-10	INTEREST INCOME	$ 1,576.00	$ -	$ 75,322.04		$ 62,858.22	$ 94,287.33		
24-30-11	GRANTS	$ -	$ 250,000.00	$ -		$ 250,000.00	$ 375,000.00		
24-30-15	BOND FUNDS	$ -	$ 5,000,000.00	$ 5,000,000.00	$ 5,000,000.00	$ -	$ -		
24-30-40	USE OF CAPITAL FUNDS/MISC REV	$ -	$ 75,000.00	$ -	$ -		$ -	$ 2,614,000.00	$ 2,614,000.00
24-30-99	TRANSFER IN	$ -	$ -	$ 137,720.29	$ 2,469,250.00	$ -	$ -	$ 386,000.00	$ 386,000.00
	TOTAL REVENUE:	**$ 1,576.00**	**$ 5,325,000.00**	**$ 5,213,042.33**	**$ 7,469,250.00**	**$ 312,858.22**	**$ 469,287.33**	**$ 3,000,000.00**	**$ 3,000,000.00**
EXPENDITURES									
24-40-45	DEBT SERVICE - PRINCIPAL	$ -	$ -		$ 134,000.00	$ -	$ -	$ 168,000.00	$ 168,000.00
24-40-46	DEBT SERVICE - INTEREST	$ -	$ -		$ 251,400.00	$ -	$ -	$ 218,000.00	$ 218,000.00
24-40-50	VEHICLES	$ 11,300.00	$ 75,000.00	$ -	$ -	$ -	$ -		
24-40-63	VETERANS PARK	$ -	$ -		$ 180,000.00	$ -	$ -		
24-40-65	PARK IMPROVEMENTS	$ -	$ 2,500,000.00	$ 2,243.75	$ 3,846,600.00	$ 142,532.25	$ 213,798.38	$ 2,614,000.00	$ 2,614,000.00
24-40-67	MASTER PLAN	$ 2,665.00	$ -		$ -		$ -	$ -	$ -
24-40-91	CAP PROJ - LBRY,BALL FLDS,PRKS	$ 1,047,675.00	$ -	$ 217,332.25	$ -	$ 625,000.00	$ 937,500.00		
24-40-95	CAPITAL OUTLAY STREETS	$ -	$ 2,750,000.00	$ 153,637.27	$ 3,000,000.00	$ 3,977,134.19	$ 5,965,701.29		
24-40-98	SETTLEMENT	$ -	$ -	$ 499,000.00			$ -		
24-40-99	CAPITAL RESERVE				$ 57,250.00	$ -	$ -		
	TOTAL EXPENDITURES:	**$ 1,061,640.00**	**$ 5,325,000.00**	**$ 872,213.27**	**$ 7,469,250.00**	**$ 4,744,666.44**	**$ 7,116,999.66**	**$ 3,000,000.00**	**$ 3,000,000.00**
REDEVELOPMENT AGENCY									
29-30-10	INTEREST	$ 8,562.00	$ 6,500.00	$ 15,087.80	$ 6,500.00	$ 4,145.10	$ 6,217.65	$ 5,500.00	$ 5,500.00
29-31-30	INCREMENTAL TAX FOR RDA	$ -	$ -	$ 738,433.51	$ 50,000.00	$ -	$ -	$ 50,000.00	$ 50,000.00
29-36-85	PROCEEDS FROM COUNTY	$ -	$ -		$ -		$ -		
29-36-87	INTERFUND FROM CAPITAL PROJECT	$ -	$ -		$ -		$ -		
29-36-91	MISCELLANEOUS REVENUE	$ -	$ -		$ -		$ -		
29-36-95	USE OF PY RDA FUNDS	$ -	$ 19,500.00	$ -	$ -		$ -		
	TOTAL REVENUE:	**$ 8,562.00**	**$ 26,000.00**	**$ 753,521.31**	**$ 56,500.00**	**$ 4,145.10**	**$ 6,217.65**	**$ 55,500.00**	**$ 55,500.00**
EXPENDITURES									
29-40-11	SALARIES AND WAGES	$ 18,459.00	$ 20,000.00	$ 14,019.09	$ 20,000.00	$ 9,461.95	$ 14,192.93	$ 20,000.00	$ 20,000.00
29-40-13	EMPLOYEE BENEFITS	$ 1,115.00	$ 1,000.00	$ 932.23	$ 1,000.00	$ 32.37	$ 48.56	$ 1,000.00	$ 1,000.00
29-40-31	PROFESSIONAL & TECHNICAL SERVI	$ 616.00	$ 5,000.00	$ 4,109.00	$ 35,500.00	$ 1,500.00	$ 2,250.00	$ 34,500.00	$ 34,500.00
29-40-35	INCREMENT PAYMENT	$ -	$ -	$ 476,869.86			$ -		
29-40-55	INFRASTRUCTURE	$ 720,292.00	$ -	$ 62,119.32	$ -		$ -		
29-40-65	TRANSFERS OUT	$ -	$ -	$ 137,720.29			$ -		
	TOTAL EXPENDITURES:	**$ 740,482.00**	**$ 26,000.00**	**$ 695,769.79**	**$ 56,500.00**	**$ 10,994.32**	**$ 16,491.48**	**$ 55,500.00**	**$ 55,500.00**
								$ -	$ -
WATER FUND									
REVENUE									
51-30-00	USE OF WA CAP FUNDS - PTIF	$ -	$ 50,000.00	$ -	$ -	$ -	$ -	$ 861,109.68	$ 861,109.68
51-30-06	BOND PROCEEDS	$ -	$ 3,294,000.00	$ -	$ 3,000,000.00	$ -	$ -		
51-30-10	INTEREST INCOME	$ 225,458.00	$ 168,000.00	$ 328,875.99	$ 240,000.00	$ 205,372.10	$ 308,058.15	$ 240,000.00	$ 240,000.00
51-30-12	WATER SOURCE IMPACT FEE (1999)	$ (1,784.00)	$ 60,000.00	$ 8,102.00	$ 60,000.00	$ 12,644.00	$ 18,966.00	$ 10,000.00	$ 10,000.00
51-30-13	WATER METER SALES	$ 77,650.00	$ 80,000.00	$ 48,750.00	$ 70,000.00	$ 29,300.00	$ 43,950.00	$ 55,000.00	$ 55,000.00

51-30-14	IRRIGATION ASSESMENT	$ -	$ -	$ 5,691.92	$ 2,400.00	$ 130,074.24	$ 195,111.36	$ 170,000.00	$ 170,000.00
51-30-15	WATER FAC. IMPACT FEE (1997)	$ 707,152.00	$ 960,000.00	$ 521,567.80	$ 650,000.00	$ 213,128.35	$ 319,692.53	$ 450,000.00	$ 450,000.00
51-30-18	STAND PIPE	$ 11,568.00	$ 15,000.00	$ 19,351.98	$ 15,000.00	$ 16,465.94	$ 24,698.91	$ 15,000.00	$ 15,000.00
51-30-20	CONNECTS, REPAIRS - GENERAL	$ 2,220.00	$ 4,000.00	$ 376,556.79	$ 1,000.00	$ 1,999.86	$ 2,999.79	$ 1,000.00	$ 1,000.00
51-30-21	PENALTIES AND FORFEITURES	$ 108,970.00	$ 100,000.00	$ 100,840.00	$ 96,000.00	$ 68,308.00	$ 102,462.00	$ 95,000.00	$ 95,000.00
51-30-30	METERED WATER SALES	$ 2,042,211.00	$ 1,990,000.00	$ 2,450,645.00	$ 2,457,000.00	$ 1,914,778.86	$ 2,872,168.29	$ 2,401,835.00	$ 2,401,835.00
51-30-32	GRANT REVENUE	$ 94,905.00	$ 1,000,000.00	$ 897,180.00	$ 250,000.00	$ -	$ -	$ -	$ -
51-30-41	GAIN ON DISPOSAL OF ASSET	$ (67,803.00)	$ -		$ -		$ -	$ -	$ -
51-30-50	UTILITY SET UP FEE	$ 19,915.00	$ 19,000.00	$ 17,535.00	$ 20,000.00	$ 10,920.00	$ 16,380.00	$ 18,000.00	$ 18,000.00
51-30-51	CAPITAL CONTRIBUTIONS	$ -	$ -	$ 8,870,898.20			$ -	$ -	$ -
51-30-90	SUNDRY/ MISC REVENUE	$ -	$ -		$ -	$ 1,414.00	$ 2,121.00	$ -	$ -
TOTAL REVENUE:		**$ 3,220,462.00**	**$ 7,740,000.00**	**$ 13,645,994.68**	**$ 6,861,400.00**	**$ 2,604,405.35**	**$ 3,906,608.03**	**$ 4,316,944.68**	**$ 4,316,944.68**
WATER EXPENDITURES									
51-40-11	SALARIES AND WAGES	$ 623,024.00	$ 676,000.00	$ 666,683.75	$ 745,000.00	$ 465,746.05	$ 698,619.08	$ 769,459.68	$ 775,744.06
51-40-13	EMPLOYEES BENEFITS	$ 156,296.00	$ 183,000.00	$ 199,691.01	$ 196,000.00	$ 110,760.15	$ 166,140.23	$ 205,800.00	$ 205,800.00
51-40-14	HEALTH INSURANCE	$ 122,955.00	$ 137,000.00	$ 113,959.03	$ 139,000.00	$ 80,002.87	$ 120,004.31	$ 145,950.00	$ 145,950.00
51-40-17	ASPHALT REPAIR	$ 48,551.00	$ 50,000.00	$ 75,817.00	$ 70,000.00	$ 21,468.91	$ 32,203.37	$ 60,000.00	$ 60,000.00
51-40-18	WATER METERS	$ 99,404.00	$ 100,000.00	$ 132,192.61	$ 120,000.00	$ 27,687.99	$ 41,531.99	$ 130,000.00	$ 130,000.00
51-40-20	SAFETY EQUIPMENT				$ -	$ 80.31	$ 120.47	$ -	$ -
51-40-21	OFFICE SUPPLIES	$ 823.00	$ 1,000.00	$ 1,366.22	$ 1,000.00	$ 286.46	$ 429.69	$ 1,000.00	$ 1,000.00
51-40-22	POSTAGE	$ -	$ -	$ 1,029.97	$ -	$ 681.93	$ 1,022.90	$ 1,000.00	$ 1,000.00
51-40-23	COMPUTER SOFTWARE	$ 8,606.00	$ 10,000.00	$ 13,281.01	$ 10,000.00	$ 16,447.48	$ 24,671.22	$ 19,000.00	$ 19,000.00
51-40-24	PARTS, SUPPLIES AND EQUIPMENT	$ 93,423.00	$ 100,000.00	$ 79,116.65	$ 150,000.00	$ 61,745.05	$ 92,617.58	$ 150,000.00	$ 150,000.00
51-40-25	BUILDING AND GROUNDS	$ -	$ -		$ 6,700.00	$ -	$ -	$ 6,700.00	$ 6,700.00
51-40-26	BOOKS, CDs & PRINTED MATERIALS	$ -	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ -
51-40-27	FUEL	$ 17,322.00	$ 19,000.00	$ 13,926.13	$ 19,000.00	$ 10,504.89	$ 15,757.34	$ 15,000.00	$ 15,000.00
51-40-29	SAMPLE TESTING	$ 15,044.00	$ 24,000.00	$ 15,293.56	$ 20,000.00	$ 11,785.47	$ 17,678.21	$ 23,000.00	$ 23,000.00
51-40-30	UTILITY BILL COST	$ 9,475.00	$ 10,000.00	$ 10,193.54	$ 11,000.00	$ 5,856.79	$ 8,785.19	$ 11,000.00	$ 11,000.00
51-40-31	COMPUTER SUPPORT SERVICES	$ 4,068.00	$ 4,000.00	$ 3,616.90	$ 4,000.00	$ 2,503.20	$ 3,754.80	$ 4,000.00	$ 4,000.00
51-40-33	ENGINEERING SERVICES	$ 27,999.00	$ 30,000.00	$ 23,641.08	$ 5,000.00	$ 16,806.26	$ 25,209.39	$ 30,000.00	$ 30,000.00
51-40-35	ACCOUNTING SERVICES	$ 9,534.00	$ 11,000.00	$ 10,711.60	$ 11,000.00	$ 6,811.50	$ 10,217.25	$ 11,000.00	$ 11,000.00
51-40-36	VEHICLE MAINTENANCE	$ 5,354.00	$ 7,000.00	$ 5,441.16	$ 7,000.00	$ 1,537.12	$ 2,305.68	$ 7,000.00	$ 7,000.00
51-40-39	OTHER PROFESSIONAL SERVICES	$ 147,613.00	$ 50,000.00	$ 55,483.88	$ 60,000.00	$ 47,714.15	$ 71,571.23	$ 60,000.00	$ 60,000.00
51-40-40	GIS	$ -	$ 30,000.00	$ 21,890.48	$ -	$ 1,371.09	$ 2,056.64	$ -	$ -
51-40-43	INSURANCE	$ 44,679.00	$ 45,000.00	$ 39,419.69	$ 45,000.00	$ 40,671.64	$ 61,007.46	$ 45,000.00	$ 45,000.00
51-40-46	BANK AND MERCHANT FEES	$ 23,999.00	$ 22,000.00	$ 27,026.75	$ 24,000.00	$ 17,066.35	$ 25,599.53	$ 26,000.00	$ 26,000.00
51-40-49	FLOOD CONTROL	$ 4,586.00	$ -		$ -		$ -	$ -	$ -
51-40-51	POWER	$ 196,519.00	$ 180,000.00	$ 305,186.55	$ 260,000.00	$ 153,844.25	$ 230,766.38	$ 260,000.00	$ 260,000.00
51-40-55	INTERNET	$ 1,071.00	$ 1,000.00	$ 1,438.32	$ 1,000.00	$ 962.53	$ 1,443.80	$ 1,200.00	$ 1,200.00
51-40-56	SKADA	$ -	$ -		$ 75,000.00	$ -	$ -	$ -	$ -
51-40-61	EMPLOYEE APPRECIATION							$ 600.00	$ 600.00
51-40-62	IRRIGATION SHARES HELD	$ -	$ -	$ 800.00			$ -	$ 290,000.00	$ 290,000.00
51-40-63	DUES AND FEES	$ 3,648.00	$ 5,000.00	$ 4,764.80	$ 5,000.00	$ 1,403.74	$ 2,105.61	$ 5,000.00	$ 5,000.00
51-40-64	CONFERENCES, TRAINING & TRAVEL	$ 5,514.00	$ 7,000.00	$ 4,244.14	$ 7,000.00	$ 3,188.08	$ 4,782.12	$ 7,000.00	$ 7,000.00
51-40-65	WATER CONSERVATION PROGRAM	$ -	$ 5,000.00	$ -	$ -		$ -	$ -	$ -
51-40-70	CAPITAL OUTLAY	$ -	$ 620,040.00	$ -			$ -	$ 10,000.00	$ 10,000.00
51-40-71	INTEREST	$ 44,584.00	$ 43,215.00	$ 56,592.60	$ 106,679.74	$ 64,759.99	$ 97,139.99	$ 104,235.00	$ 104,235.00
51-40-72	DEBT SERVICE - PRINCIPAL	$ -	$ 161,000.00	$ -	$ 299,000.00	$ 161,000.00	$ 241,500.00	$ 303,000.00	$ 303,000.00
51-40-78	STORM WATER	$ 33,050.00	$ 5,000.00	$ 1,155.47	$ 5,000.00	$ -	$ -	$ -	$ -
51-40-79	STORM WATER CAPTIAL PROJECT	$ -	$ 1,000,000.00	$ 8,739.34	$ -		$ -	$ -	$ -
51-40-80	CAPITAL WATER LINE PROJECT	$ (75.00)	$ 50,000.00	$ 12,289.66	$ 440,000.00	$ 2,500.00	$ 3,750.00	$ 1,180,000.00	$ 1,173,715.62
51-40-81	CAPITAL PROJECTS	$ 216,839.00	$ 155,000.00	$ 82,975.20	$ -		$ -	$ 40,000.00	$ 40,000.00

51-40-82	CAPITAL EQUIPMENT	$ 88,120.00	$ 48,000.00	$ -	$ 20,000.00	$ 11,466.73	$ 17,200.10	$ 300,000.00	$ 300,000.00
51-40-84	IMPACT FEE EXPENSE - SOURCE	$ -	$ -	$ 330.00			$ -	$ -	$ -
51-40-85	EQUIPMENT LEASE	$ -	$ 4,000.00	$ -	$ 4,000.00	$ 9,557.01	$ 14,335.52	$ 15,000.00	$ 15,000.00
51-40-86	WATER IMPACT EXPENSE-FACILITY	$ 24,183.00	$ 60,000.00	$ 75,095.48	$ -	$ 2,337.80	$ 3,506.70	$ -	$ -
51-40-89	HUNSAKER WELL	$ 59,313.00	$ 60,000.00	$ -	$ -		$ -	$ -	$ -
51-40-91	DEPRECIATION	$ 708,309.00	$ -	$ 787,066.47	$ -		$ -		
51-40-92	WATER CAPITAL PROJECT	$ -	$ 3,294,000.00	$ 7,228.10	$ 3,000,000.00	$ 1,901,655.12	$ 2,852,482.68	$ 20,000.00	$ 20,000.00
51-40-96	CONTRIBUTION TO FUND BALANCE	$ -	$ 1,152,185.00	$ -	$ 934,420.26	$ -	$ -		
51-40-98	WATER SOURCE IMPACT FEE	$ -	$ -	$ 330.00	$ 60,000.00	$ -	$ -	$ 60,000.00	$ 60,000.00
TOTAL WATER EXPENDITURES:		**$ 2,843,830.00**	**$ 8,360,040.00**	**$ 2,858,018.15**	**$ 6,861,400.00**	**$ 3,260,210.91**	**$ 4,890,316.37**	**$ 4,316,944.68**	**$ 4,316,944.68**
								$ -	**$ -**
SEWER FUND									
REVENUE									
52-30-06	BOND PROCEEDS	$ -	$ -		$ 42,000,000.00	$ -	$ -	$ 42,000,000.00	$ 42,000,000.00
52-30-10	INTEREST INCOME	$ 113,336.00	$ 48,000.00	$ 211,267.87	$ 240,000.00	$ 115,477.88	$ 173,216.82	$ 150,000.00	$ 150,000.00
52-30-12	CAPITAL IMPROVEMENT CONTRIB.	$ 1,674,371.00	$ -	$ 1,396,731.30			$ -	$ -	$ -
52-30-13	SEWER CONNECTIONS - GENERAL	$ 28,500.00	$ 24,000.00	$ 18,375.00	$ 16,000.00	$ 9,875.00	$ 14,812.50	$ 16,000.00	$ 16,000.00
52-30-15	SEWER IMPACT FEES	$ 347,641.00	$ 480,000.00	$ 489,536.66	$ 480,000.00	$ 512,682.04	$ 769,023.06	$ 500,000.00	$ 500,000.00
52-30-21	PENALTIES AND FORFEITURES	$ 2,000.00	$ -		$ -		$ -	$ -	$ -
52-30-31	SEWER SERVICE CHARGES	$ 1,746,423.00	$ 1,820,000.00	$ 2,361,246.33	$ 3,285,000.00	$ 2,215,739.09	$ 3,323,608.64	$ 3,313,055.88	$ 3,313,055.88
52-30-32	GRANT REVENUE	$ 708,998.00	$ 600,000.00	$ 249,274.91	$ -		$ -	$ -	$ -
52-30-50	USE OF PRIOR YEAR SURPLUS	$ -	$ 193,805.00		$ -		$ -	$ -	$ -
TOTAL REVENUE:		**$ 4,621,269.00**	**$ 3,165,805.00**	**$ 4,726,432.07**	**$ 46,021,000.00**	**$ 2,853,774.01**	**$ 4,280,661.02**	**$ 45,979,055.88**	**$ 45,979,055.88**
SEWER EXPENDITURES									
52-40-11	SALARIES AND WAGES	$ 615,676.00	$ 652,000.00	$ 582,391.30	$ 675,000.00	$ 436,533.51	$ 654,800.27	$ 665,728.44	$ 672,012.82
52-40-13	EMPLOYEES BENEFITS	$ 155,610.00	$ 177,000.00	$ 172,966.36	$ 180,000.00	$ 101,461.89	$ 152,192.84	$ 189,000.00	$ 189,000.00
52-40-14	HEALTH INSURANCE	$ 139,243.00	$ 155,000.00	$ 117,619.00	$ 130,000.00	$ 95,037.62	$ 142,556.43	$ 136,500.00	$ 136,500.00
52-40-20	MATERIALS AND SUPPLIES				$ -	$ 24.08	$ 36.12	$ -	$ -
52-40-21	OFFICE SUPPLIES	$ 736.00	$ 800.00	$ 279.05	$ 800.00	$ 661.18	$ 991.77	$ 800.00	$ 800.00
52-40-22	POSTAGE	$ 1,702.00	$ 2,000.00	$ 10.65	$ 2,000.00	$ -	$ -	$ 50.00	$ 50.00
52-40-23	COMPUTER SOFTWARE	$ 4,456.00	$ 11,700.00	$ 3,551.00	$ 11,700.00	$ 10,962.44	$ 16,443.66	$ 13,850.00	$ 13,850.00
52-40-24	PARTS, SUPPLIES AND EQUIPMENT	$ 20,821.00	$ 65,000.00	$ 63,348.96	$ 65,000.00	$ 36,035.89	$ 54,053.84	$ 75,000.00	$ 75,000.00
52-40-25	BUILDING AND GROUNDS	$ -	$ -		$ 6,700.00	$ -	$ -	$ 6,700.00	$ 6,700.00
52-40-27	FUEL	$ 8,315.00	$ 8,500.00	$ 6,684.53	$ 8,500.00	$ 5,071.62	$ 7,607.43	$ 8,500.00	$ 8,500.00
52-40-29	SAMPLE TESTING	$ 17,123.00	$ 14,400.00	$ 14,253.00	$ 20,000.00	$ 9,282.00	$ 13,923.00	$ 20,000.00	$ 20,000.00
52-40-30	UTILITY BILL COST	$ 9,175.00	$ 10,000.00	$ 9,607.65	$ 10,000.00	$ 5,856.78	$ 8,785.17	$ 10,000.00	$ 10,000.00
52-40-31	COMPUTER SUPPORT SERVICES	$ 4,068.00	$ 4,000.00	$ 3,441.90	$ 4,000.00	$ 2,503.20	$ 3,754.80	$ 4,000.00	$ 4,000.00
52-40-33	ENGINEERING SERVICES	$ 4,205.00	$ 30,000.00	$ 5,514.83	$ 5,000.00	$ 4,083.00	$ 6,124.50	$ 5,000.00	$ 5,000.00
52-40-35	ACCOUNTING SERVICES	$ 9,546.00	$ 11,000.00	$ 10,711.70	$ 11,000.00	$ 6,811.50	$ 10,217.25	$ 11,000.00	$ 11,000.00
52-40-36	VEHICLE MAINTENANCE	$ 4,420.00	$ 3,500.00	$ 2,044.01	$ 5,000.00	$ 2,458.59	$ 3,687.89	$ 5,000.00	$ 5,000.00
52-40-37	SEWER LINE CLEANING	$ 75,209.00	$ 75,000.00	$ 80,872.87	$ 90,000.00	$ 89,356.74	$ 134,035.11	$ -	$ -
52-40-38	PROBIOTICS	$ 16,744.00	$ 16,000.00	$ -	$ -	$ -	$ -	$ -	$ -
52-40-39	OTHER PROFESSIONAL SERVICES	$ 87,933.00	$ 50,000.00	$ 49,719.63	$ 50,000.00	$ 6,747.96	$ 10,121.94	$ 20,000.00	$ 20,000.00
52-40-43	INSURANCE	$ 44,477.00	$ 45,000.00	$ 39,260.91	$ 45,000.00	$ 40,671.63	$ 61,007.45	$ 45,000.00	$ 45,000.00
52-40-44	GIS	$ -	$ 5,000.00	$ 3,408.24	$ -	$ 1,746.09	$ 2,619.14	$ -	$ -
52-40-46	BANK AND MERCHANT FEES	$ 23,999.00	$ 22,000.00	$ 27,026.75	$ 25,000.00	$ 17,066.35	$ 25,599.53	$ 26,000.00	$ 26,000.00
52-40-51	POWER	$ 140,605.00	$ 150,000.00	$ 157,637.35	$ 160,000.00	$ 78,245.83	$ 117,368.75	$ 160,000.00	$ 160,000.00
52-40-53	OFFICE PHONES	$ 1,671.00	$ 2,000.00	$ 1,731.60	$ 2,000.00	$ 1,189.65	$ 1,784.48	$ 2,000.00	$ 2,000.00
52-40-55	INTERNET	$ 338.00	$ 500.00	$ 337.68	$ 500.00	$ 208.49	$ 312.74	$ 600.00	$ 600.00
52-40-56	SCADA	$ -	$ -		$ 64,450.00	$ -	$ -	$ 15,000.00	$ 15,000.00
52-40-62	TREATMENT PLANT-SOLID WASTE	$ 1,047.00	$ 3,000.00	$ 931.75	$ 1,500.00	$ 10.00	$ 15.00	$ 1,000.00	$ 1,000.00

52-40-63	DUES AND FEES	$ 758.00	$ 2,000.00	$ 2,140.80	$ 2,000.00	$ 1,116.00	$ 1,674.00	$ 2,000.00	$ 2,000.00
52-40-64	CONFERENCES, TRAINING & TRAVEL	$ 2,633.00	$ 3,000.00	$ 2,781.94	$ 3,000.00	$ 561.35	$ 842.03	$ 4,000.00	$ 4,000.00
52-40-65	EMPLOYEE APPRECIATION							$ 600.00	$ 600.00
52-40-70	CAPITAL OUTLAY	$ -	$ 94,120.00	$ -	$ 95,000.00	$ 109,659.70	$ 164,489.55	$ 25,000.00	$ 25,000.00
52-40-71	DEBT SERVICE - INTEREST	$ 77,769.00	$ 76,405.00	$ 76,011.80	$ 74,060.00	$ 74,059.99	$ 111,089.99	$ 99,653.00	$ 99,653.00
52-40-72	DEBT SERVICE - PRINCIPAL	$ -	$ 134,000.00	$ -	$ 186,000.00	$ 186,000.00	$ 279,000.00	$ 289,069.00	$ 289,069.00
52-40-81	CAPITAL PROJECTS	$ 750.00	$ 600,000.00	$ -	$ -		$ -	$ -	$ -
52-40-82	CAPTIAL EQUIPMENT	$ 38,088.00	$ 33,000.00	$ -	$ 200,000.00	$ -	$ -	$ 100,000.00	$ 100,000.00
52-40-84	IMPACT FEE EXPENSE	$ 7,334.00	$ -	$ 36,024.28	$ -		$ -	$ -	$ -
52-40-85	EQUIPMENT LEASE	$ -	$ 4,000.00	$ -	$ 4,000.00	$ 9,557.02	$ 14,335.53	$ 20,000.00	$ 20,000.00
52-40-86	TREATMENT PLANT CONSTRUCTION	$ 49,682.00	$ 800,000.00	$ 5,695.01	$ 42,000,000.00	$ 158,939.30	$ 238,408.95	$ 44,000,000.00	$ 44,000,000.00
52-40-91	DEPRECIATION	$ 789,596.00	$ -	$ 863,752.37	$ -		$ -	$ -	$ -
52-40-96	CONTRIBUTION TO FUND BALANCE		$ 242,075.00	$ -	$ 1,883,790.00	$ -	$ -	$ 18,005.44	$ 11,721.06
TOTAL SEWER EXPENDITURES:		**$ 2,353,729.00**	**$ 3,502,000.00**	**$ 2,339,756.92**	**$ 46,021,000.00**	**$ 1,491,919.40**	**$ 2,237,879.10**	**$ 45,979,055.88**	**$ 45,979,055.88**
								$ -	$ -
GARBAGE FUND									
REVENUE									
55-30-10	INTEREST EARNED	$ 5,047.09	$ -	$ 17,262.13	$ 15,600.00	$ 9,588.04	$ 14,382.06	$ 13,000.00	$ 13,000.00
55-30-31	REFUSE COLLECTION CHARGES	$ 958,291.00	$ 997,000.00	$ 1,027,552.37	$ 1,116,000.00	$ 722,385.12	$ 1,083,577.68	$ 1,100,000.00	$ 1,100,000.00
55-30-32	GARBAGE CAN DELIVERY FEE	$ 31,415.00	$ 28,000.00	$ 26,440.00	$ 28,000.00	$ 13,951.76	$ 20,927.64	$ 22,000.00	$ 22,000.00
55-30-33	RECYCLING FEE	$ 221,755.00	$ 230,000.00	$ 236,939.02	$ 250,000.00	$ 163,474.20	$ 245,211.30	$ 225,000.00	$ 225,000.00
TOTAL REVENUE:		**$ 1,216,508.09**	**$ 1,255,000.00**	**$ 1,308,193.52**	**$ 1,409,600.00**	**$ 909,399.12**	**$ 1,364,098.68**	**$ 1,360,000.00**	**$ 1,360,000.00**
GARBAGE EXPENDITURES									
55-40-11	SALARIES AND WAGES	$ 116,631.00	$ 148,000.00	$ 124,036.39	$ 153,000.00	$ 93,442.99	$ 140,164.49	$ 140,188.66	$ 140,188.66
55-40-13	EMPLOYEES BENEFITS	$ 28,768.00	$ 37,000.00	$ 36,170.32	$ 37,000.00	$ 20,910.70	$ 31,366.05	$ 38,850.00	$ 38,850.00
55-40-14	HEALTH INSURANCE	$ 21,501.00	$ 26,500.00	$ 16,615.80	$ 18,500.00	$ 11,258.28	$ 16,887.42	$ 19,425.00	$ 19,425.00
55-40-23	SOFTWARE	$ -	$ 2,000.00	$ -	$ 2,000.00	$ 1,283.27	$ 1,924.91	$ 2,700.00	$ 2,700.00
55-40-24	GARBAGE CANS	$ 46,234.00	$ 99,000.00	$ 37,459.46	$ 99,000.00	$ -	$ -	$ 99,000.00	$ 99,000.00
55-40-25	PARTS AND EQUIPMENT	$ 472.00	$ 1,000.00	$ 536.11	$ 1,000.00	$ 748.22	$ 1,122.33	$ 1,000.00	$ 1,000.00
55-40-27	FUEL	$ 6,929.00	$ 7,800.00	$ 5,570.44	$ 7,800.00	$ 4,150.14	$ 6,225.21	$ 7,800.00	$ 7,800.00
55-40-29	SAFETY EQUIPMENT	$ 160.00	$ 700.00	$ -	$ 700.00	$ -	$ -	$ 14,000.00	$ 14,000.00
55-40-30	UTILITY BILL COST	$ 9,175.00	$ 10,000.00	$ 9,607.68	$ 10,000.00	$ 5,856.82	$ 8,785.23	$ 10,000.00	$ 10,000.00
55-40-36	VEHICLE MAINTENANCE	$ 2,261.00	$ 2,000.00	$ 2,246.40	$ 2,000.00	$ 646.93	$ 970.40	$ 2,000.00	$ 2,000.00
55-40-39	TIPPING FEES	$ 288,904.00	$ 264,000.00	$ 286,844.20	$ 320,000.00	$ 171,225.40	$ 256,838.10	$ 300,000.00	$ 300,000.00
55-40-42	GARBAGE REMOVAL	$ 422,001.00	$ 432,600.00	$ 474,211.67	$ 480,000.00	$ 288,449.95	$ 432,674.93	$ 441,787.00	$ 441,787.00
55-40-43	RECYCLING REMOVAL	$ 187,844.00	$ 195,000.00	$ 202,812.84	$ 213,000.00	$ 123,379.23	$ 185,068.85	$ 241,412.00	$ 241,412.00
55-40-46	BANK AND MERCHANT FEES	$ 23,999.00	$ 25,000.00	$ 27,026.75	$ 27,000.00	$ 17,066.35	$ 25,599.53	$ 30,000.00	$ 30,000.00
55-40-96	CONTRIBUTION TO FUND BALANCE	$ -	$ 4,400.00	$ 16,047.01	$ 38,600.00	$ -	$ -	$ 11,837.34	$ 11,837.34
TOTAL GARBAGE EXPENDITURES:		**$ 1,154,879.00**	**$ 1,255,000.00**	**$ 1,239,185.07**	**$ 1,409,600.00**	**$ 738,418.28**	**$ 1,107,627.42**	**$ 1,360,000.00**	**$ 1,360,000.00**
								$ -	$ -

Agenda Item #10

Consideration of Ordinance 2026-32 amending Chapters 2, 8, and 15 of the Grantsville City Land Use Development and Management Code regarding animal encounter facilities

GRANTSVILLE CITY
ORDINANCE NO. 2026-32

AN ORDINANCE AMENDING CHAPTERS 2, 8, AND 15 OF THE GRANTSVILLE CITY LAND USE DEVELOPMENT AND MANAGEMENT CODE REGARDING ANIMAL ENCOUNTER FACILITIES

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

WHEREAS, Grantsville City desires to amend its Land Use Development and Management Code to establish and regulate Animal Encounter Facilities; and

WHEREAS, the proposed amendments establish definitions, standards, and requirements applicable to Animal Encounter Facilities and identify the use as a conditional use in the R-1-21 zoning district; and

WHEREAS, the proposed amendments are set forth in Exhibit A, attached hereto and incorporated herein by reference;

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

Section 1. Amendment: Chapters 2, 8, and 15 of the Grantsville City Land Use Development and Management Code are hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Codification: The City Recorder is hereby authorized and directed to have this Ordinance, including Exhibit A, codified and incorporated into the Grantsville City Land Use Development and Management Code. The City Recorder is further authorized to make non-substantive formatting, numbering, and grammatical corrections as necessary to effectuate such codification.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 21ST DAY OF OCTOBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Heidi Hammond

ATTEST

_____
Alicia Fairbourne, City Recorder

EXHIBIT “A”

Amendments to Chapters 2, 8, and 15

Chapter 2 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 8 Regulation Of General Applicability

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

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

8.1 Home Occupations

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

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

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

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

8.2 Congregate Care Facilities

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

8.3 Nursing Care Facilities

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

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

8.4 Group Homes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.5 Transitional Treatment Homes

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

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

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

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

8.6 Municipal Ordinances Governing Elderly Residential Facilities

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

(a) not be operated as a business;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.7 Municipal Ordinances Governing Residential Facilities For Handicapped Persons

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.9 Micro Entrepreneurship

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

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

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

8.10 Animal Encounters

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

This use shall not include:

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

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

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

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

(3) Operational Limitations

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

(4) Animal Capacity and Open Area Requirements

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

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

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

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

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

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

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

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

(5) Compatibility Standards

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

(6) Site & Development Standards

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

(7) Parking Requirements

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

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

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

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

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

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

(12) Enforcement & Flexibility

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

(13) Required Attachments

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

8.11 City Council Review And Approval Of Certain Developments Required

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

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

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

Amended 05/05 by Ordinance 2005-09

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

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

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

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

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

15.7 Codes And Symbols And Use Table 15.1

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

Table 15.1 Use Regulations

C

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

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

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

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

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

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

Agenda Item #11

Consideration of Resolution 2026-72 approving the second plat amendment for Stansbury Shadows Phase III Subdivision

GRANTSVILLE CITY
RESOLUTION NO. 2026-72

A RESOLUTION OF THE GRANTSVILLE CITY COUNCIL APPROVING THE SECOND PLAT AMENDMENT FOR STANSBURY SHADOWS PHASE III SUBDIVISION

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

WHEREAS, RDJ Investments, LLC has requested approval of the second plat amendment for Stansbury Shadows Phase III Subdivision, located at approximately 256 South Liberty Landing and identified as Parcel No. 20-006-0-0304; and

WHEREAS, the proposed amendment will divide existing Lot 304 into two residential lots, identified as Lots 304 and 305, each exceeding the minimum lot-area requirements of the R-1-21 zoning district; and

WHEREAS, the proposed amendment and associated development plans have been reviewed by the appropriate City departments and agencies; and

WHEREAS, the Planning Commission considered the proposed amendment at its October 6, 2026 meeting and recommended approval subject to the applicable conditions of approval;

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

Section 1. Approval: The City Council hereby approves the second plat amendment for Stansbury Shadows Phase III Subdivision, creating Lots 304 and 305, subject to the conditions set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Authorization: The Mayor and City staff are hereby authorized to take any reasonable steps necessary to carry out the objectives of this Resolution, including execution and recording of the approved subdivision plat and related documents.

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 21ST DAY OF OCTOBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Heidi Hammond

ATTEST

_____
Alicia Fairbourne, City Recorder

EXHIBIT “A”

Amendments for Stansbury Shadows Phase III Subdivision

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

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

STANSBURY SHADOWS PHASE III
MINOR SUBDIVISION 2ND AMENDMENT

256 SOUTH LIBERTY LANDING
GRANTSVILLE, UTAH 84029

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

APPROVED
Grantsville City
Planning Department
08/18/2026

APPROVED
Grantsville City
Fire Department
08/18/2026

Approved
Grantsville
Irrigation Co.
08/18/2026

APPROVED
Grantsville City
Public Works
08/18/2026

APPROVED
Grantsville City
Engineer
08/19/2026

INDEX OF DRAWINGS

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

DATE PRINTED
August 12, 2026

NOTICE TO CONTRACTOR

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

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

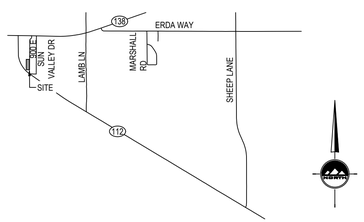
NOTICE TO DEVELOPER/ CONTRACTOR

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

UTILITY DISCLAIMER

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

VICINITY MAP



NO SCALE

GENERAL NOTES

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

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

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

_____
GRANTSVILLE CITY PUBLIC WORKS DIRECTOR

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

_____ _____
CITY ENGINEER DATE

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

ENSIGN
THE STANDARD IN ENGINEERING

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

SANDY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

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

CONTACT:
RICK PHELPS
PHONE: 801-414-7333

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

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

COVER

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

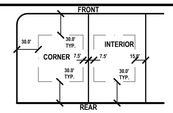
C-000

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

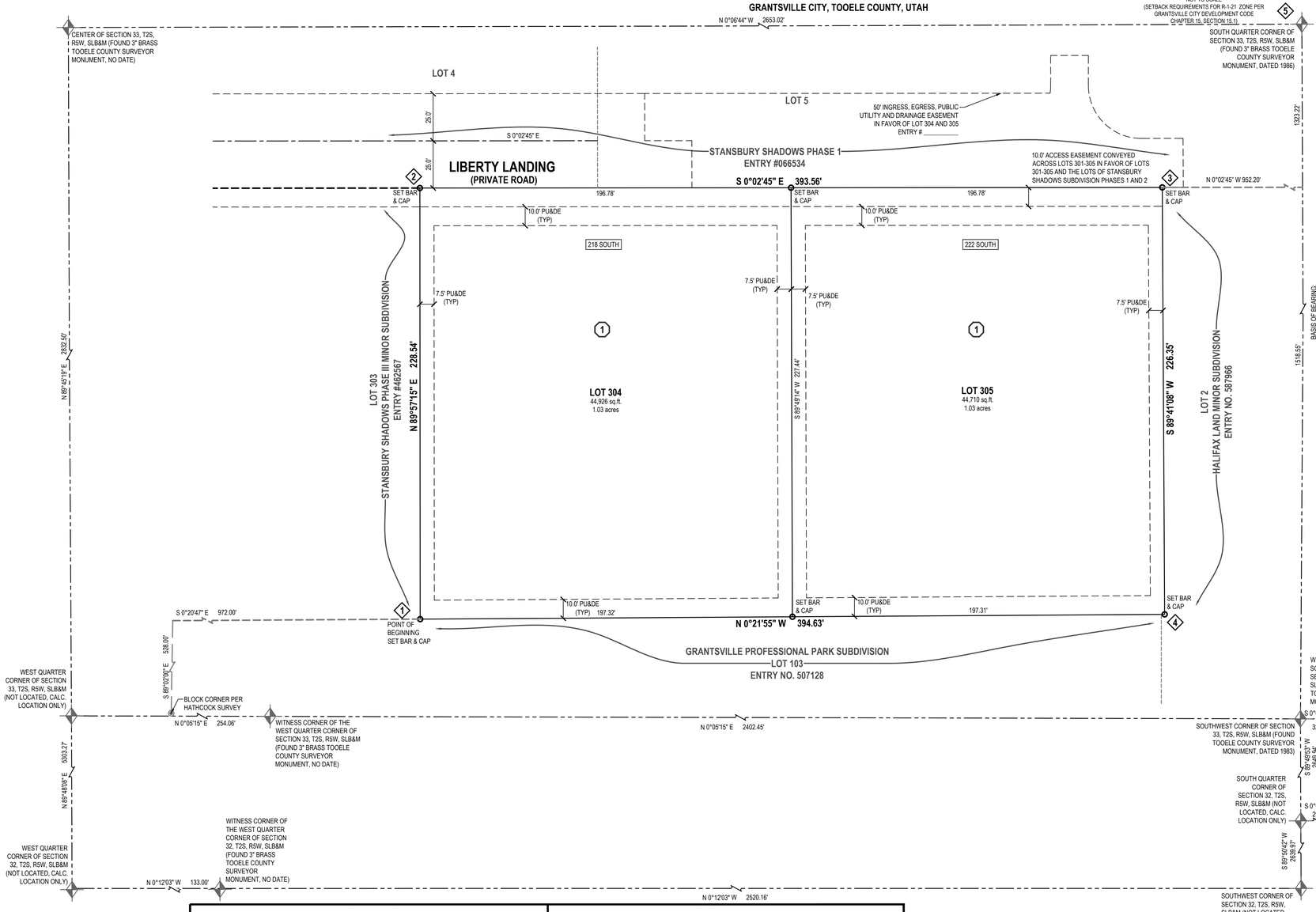
CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

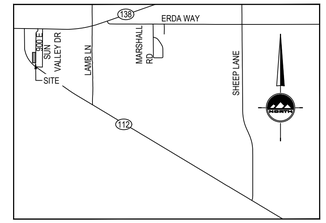
STANSBURY SHADOWS PHASE III MINOR SUBDIVISION 2ND AMENDMENT
FINAL PLAT

(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



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





VICINITY MAP
NOT TO SCALE

LEGEND

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

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

HORIZONTAL GRAPHIC SCALE

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

SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

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

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

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

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

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

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

OWNER'S DEDICATION AND CONSENT TO RECORD

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

STANSBURY SHADOWS PHASE III MINOR SUBDIVISION 2ND AMENDMENT

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

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

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

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

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

INDIVIDUAL ACKNOWLEDGMENT

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

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

MY COMMISSION EXPIRES: _____,

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

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

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

MY COMMISSION EXPIRES: _____,

_____ RESIDING IN _____ COUNTY.
NOTARY PUBLIC

NOTES

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

ROCKY MOUNTAIN POWER COMPANY

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

APPROVED THIS _____ DAY OF _____, 20

ROCKY MOUNTAIN POWER

BY - _____

TITLE - _____

ENBRIDGE GAS

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

APPROVED THIS _____ DAY OF _____, 20

QUESTAR GAS COMPANY DBA ENBRIDGE GAS UTAH

BY - _____

TITLE - _____

FLOODPLAIN NOTE:

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

TOOELE COUNTY TREASURER

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

_____
TOOELE COUNTY TREASURER

GRANTSVILLE CITY MAYOR APPROVAL

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

_____ GRANTSVILLE CITY MAYOR

_____ ATTEST: GRANTSVILLE CITY RECORDER

GRANTSVILLE CITY ATTORNEY'S APPROVAL

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

_____ GRANTSVILLE CITY ATTORNEY

GRANTSVILLE CITY PLANNER

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

_____ GRANTSVILLE CITY PLANNER

STANSBURY SHADOWS PHASE III MINOR SUBDIVISION 2ND AMENDMENT
FINAL PLAT

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

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

GRANTSVILLE CITY FIRE DEPARTMENT APPROVAL

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

_____ GRANTSVILLE CITY FIRE CHIEF

GRANTSVILLE CITY PUBLIC WORKS APPROVAL

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

_____ GRANTSVILLE CITY PUBLIC WORKS DIRECTOR

GRANTSVILLE PLANNING COMMISSION APPROVAL

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

_____ CHAIR, GRANTSVILLE CITY PLANNING COMMISSION

TOOELE COUNTY SURVEY DEPARTMENT

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

RECORD OF SURVEY FILE #2017-0062-01

_____ TOOELE COUNTY SURVEY DEPT. DIRECTOR

GRANTSVILLE CITY ENGINEER'S CERTIFICATE

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

_____ GRANTSVILLE CITY ENGINEER _____ DATE

SHEET 1 OF 1

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

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

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

TOOELE COUNTY RECORDER

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

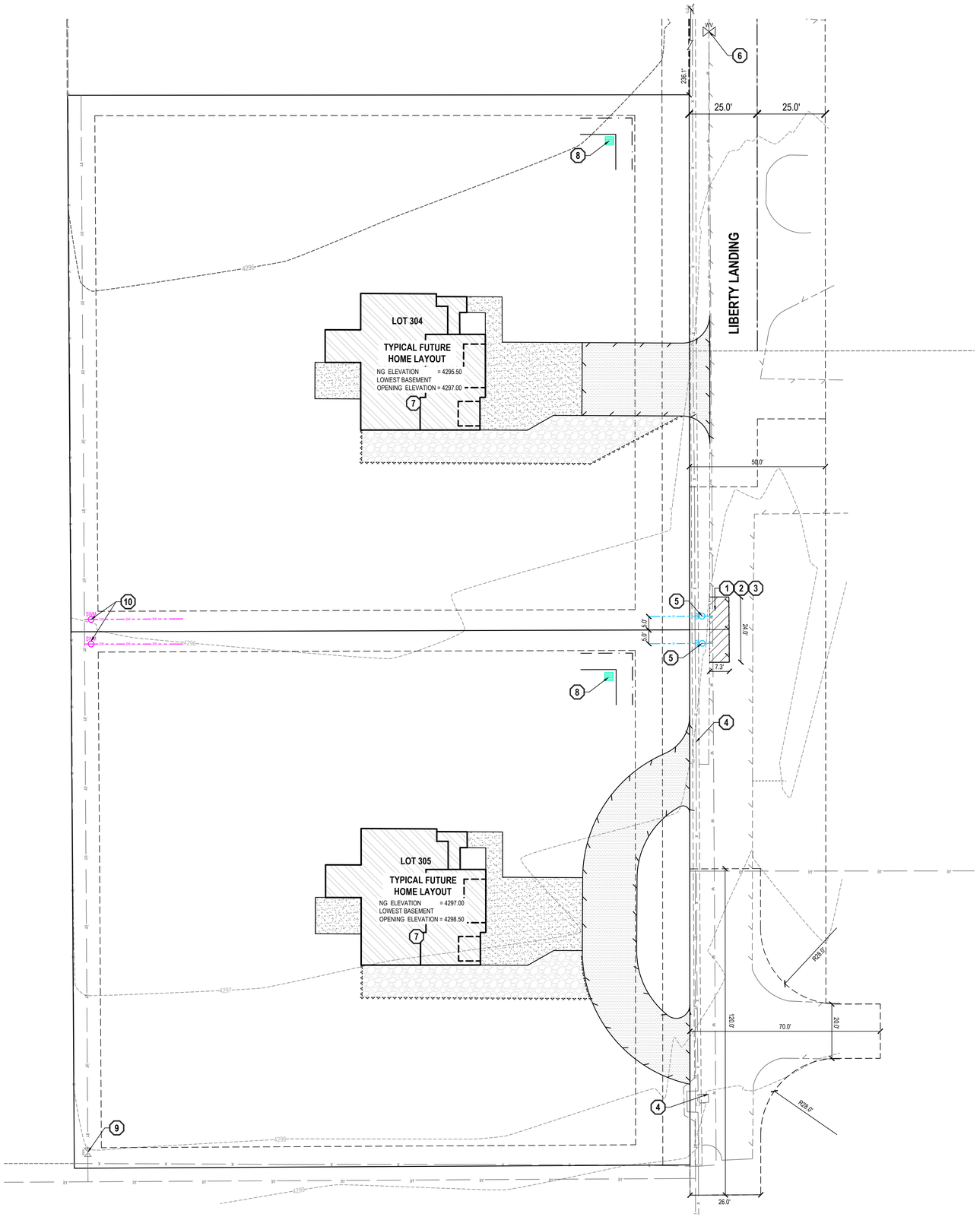
811 Know what's below. Call before you dig.

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

BENCHMARK

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

ELEV = 4292.00'



GENERAL NOTES

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

SCOPE OF WORK:

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

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

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)

HORZ: 1 inch = 20 ft.

ENSIGN
THE STANDARD IN ENGINEERING

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

SANDY
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

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

CONTACT:
RICK PHELPS
PHONE: 801-414-7333

STANSBURY SHADOWS PHASE III
MINOR SUBDIVISION 2ND AMENDMENT

256 SOUTH LIBERTY LANDING
GRANTSVILLE CITY, UTAH 84029

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

SITE / UTILITY PLAN

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

C-100

Agenda Item #12

Consideration of Resolution 2026-70 approving the High Visibility Enforcement Overtime Agreement with the Utah Department of Public Safety, Highway Safety Office

GRANTSVILLE CITY
RESOLUTION NO. 2026-70

A RESOLUTION OF THE GRANTSVILLE CITY COUNCIL APPROVING THE HIGH VISIBILITY ENFORCEMENT OVERTIME AGREEMENT WITH THE UTAH DEPARTMENT OF PUBLIC SAFETY, HIGHWAY SAFETY OFFICE

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

WHEREAS, Grantsville City desires to participate in the Utah Department of Public Safety, Highway Safety Office's High Visibility Enforcement program; and

WHEREAS, the High Visibility Enforcement Overtime Agreement provides reimbursement for qualifying law enforcement overtime activities addressing identified traffic safety issues, including impaired driving, distracted driving, seat belt, pedestrian, speed, and other targeted enforcement activities; and

WHEREAS, the Agreement is effective October 1, 2026, through September 30, 2027, and requires the City to comply with applicable program guidelines, certifications, assurances, and reporting requirements.

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

Section 1. Approval: The High Visibility Enforcement Overtime Agreement between Grantsville City and the Utah Department of Public Safety, Highway Safety Office, is hereby approved, and the appropriate City official is authorized to execute the Agreement and take any reasonable steps necessary to carry out its terms.

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 21ST DAY OF OCTOBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Heidi Hammond

ATTEST

_____
Alicia Fairbourne, City Recorder

EXHIBIT “A”

High Visibility Enforcement Overtime Agreement

HIGH VISIBILITY ENFORCEMENT

OVERTIME AGREEMENT

between

UTAH DEPARTMENT OF PUBLIC SAFETY, HIGHWAY SAFETY OFFICE

and

_____ *(Agency)*

This Agreement is entered into by and between the **Utah Department of Public Safety (DPS), Highway Safety Office (HSO),** and **_____ ("Agency")**. DPS and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

Agency is requesting this Agreement on behalf of their jurisdiction for the activities described below to help with identified traffic safety issues.

AUTHORITY

1. Pursuant to 23 CFR. § 1300.4, the Highway Safety Office (HSO) is authorized to manage federal grant funds and provide direction, information, and assistance to subrecipients concerning highway safety grants, procedures for participation, and development of projects. HSO is authorized to establish projects to be funded within the State based on identified safety problems and priorities and provide direction, information, and assistance to sub-recipients concerning highway safety grants, procedures for participation, and the development of projects.

2. Agency is requesting to be a subrecipient of federal grant funding managed by the Highway Safety Office to apply for reimbursement after conducting High Visibility Enforcement activities.

BACKGROUND

This Agreement creates a subgrantee relationship between the HSO and law enforcement agencies statewide to provide reimbursement for High Visibility Enforcement (HVE) overtime activities using a data-driven approach. HVE is a proven law enforcement strategy that encourages behavioral changes by motorists to reduce the number of injuries and fatal crashes. HVE combines enforcement, visibility elements, and a publicity strategy to educate the public and promote voluntary compliance with the law. HSO receives Federal funding through the National Highway Traffic Safety Administration (NHTSA) grant pursuant to 23 CFR Chapter III Part 1300, as well as through State funds to reimburse agencies for certain HVE overtime activities. All funding is managed by the HSO. The HSO allocates a portion of the funding to reimburse law enforcement agencies for monetary compensation paid to law enforcement officers for HVE overtime shifts worked in excess of their regular working hours during the pay period and are paid at the officer's time-and-a-half overtime rate. Regular on-duty personnel, Fair Labor Standards Act (FLSA) exempt and reserve officers are not eligible for reimbursement under this agreement. Leave accrual, "comp time", or any other form of time banking is not eligible for reimbursement.

While HSO plays a vital role in fund management, law enforcement agencies are expected to adhere to their own overtime policies and procedures, ensuring transparency and compliance while conducting HVE overtime activities, including enforcement of laws related to impaired or distracted driving, seat belts, crosswalks and pedestrian safety, and similar offenses.

AGREEMENT

The Parties represent and agree as follows:

1. Agency may submit for reimbursement for approved overtime shifts worked in compliance with this Agreement regarding State and Federal grant monies described above. Agency will be eligible for reimbursement of wages expended in HVE overtime activities performed by officers who have exceeded their regular working hours during the pay period and are paid at the officer's time-and-a-half overtime rate plus standard salary-driven benefits normally paid by the employer. Additional hours may be eligible for reimbursement if an officer exceeds the 5-hour shift. Refer to Attachment A for details of allowed activities and the specific notes and comments required.

2. To qualify for reimbursement, overtime must align with the Agency's internal overtime policy, or if no local policy exists, follow standard FLSA non-exempt rules. Regular on-duty personnel hours, FLSA-exempt officers, and Reserve officers are ineligible for reimbursement.

3. Leave accrual, "comp time," or time banking is not eligible for reimbursement under this program.

4. Overtime reimbursement is subject to Agency compliance with program guidelines, Certifications, Assurances, and Terms, and compliance with this Agreement. (Attachment A - HSO Enforcement Overtime Guidelines, Attachment B - Certifications, Assurances, and Terms)

5. Overtime stat forms require the approval and signature of a supervisor or another authorized individual who can verify the hours worked.

6. Overtime stat forms must be retained for three full years after final reimbursement is received. It is recommended that they be stored electronically in GEARS as this would allow easy access during audits or monitoring. Agencies may scan and upload them into the Activity Reports as the shifts are worked.

7. Operational plans are required for certain enforcement overtime activities, such as but not limited to Crosswalk Enforcement and DUI checkpoints, to receive overtime reimbursement. (Attachment A - HSO Enforcement Overtime Guidelines)

8. Agency acknowledges HVE overtime activities will be accompanied by public announcements through traditional media, social media, road signs, etc., to increase the deterrent effect by notifying the public of increased enforcement.

9. All activity reports must be submitted to HSO within 21 calendar days of the last day of the planned enforcement period. Failure to do so may result in HSO's denial of Agency overtime reimbursement and cancellation of the activity report. Agency understands the reporting time period may be shortened as necessary to accommodate State and Federal year-end closeouts.

10. Agency understands that HSO will monitor throughout the year to ensure effectiveness, efficiency, evaluate processes and overtime activities, and ensure adherence to policies, procedures and guidelines. Such records may include overtime enforcement stat sheets obtained from HSO website, payroll, vehicle usage, RMS reports which include incident and accident reports, arrests, citations, warrants, case management, field contacts, daily logs, and other operations-oriented records. These records must be retained for three full years after final reimbursement is received, per Federal

rule. Any falsification of information related to this agreement is a crime and will be prosecuted to the full extent of the law. Agency is responsible for reimbursing HSO for any improper payments.

11. HSO encourages Agency to conduct regular internal audits and monitoring of overtime enforcement activities to ensure transparency, accountability, and compliance with this Agreement, enforcement guidelines, and Agency, State, and Federal statutes, policies, and procedures.

GENERAL PROVISIONS

1. Liability and Indemnification. Parties are governmental entities under the Governmental Immunity Act of Utah, Section 63G-7-101, et seq. of the Code. Consistent with the terms of the Act, it is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Party waives any rights, limits, protections, or defenses otherwise available under the Governmental Immunity Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled.

2. Costs. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action taken pursuant to this Agreement and for any financing of such costs.

3. Effective Date and Term. This Agreement shall take effect on October 1, 2026, and shall terminate on September 30, 2027.

4. Amendments. This Agreement may be amended, changed, modified, or altered only in writing, which shall be approved by the authorized official of each Party and in compliance with applicable law.

5. Governing Law. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

6. Entire Agreement. This Agreement contains the entire Agreement between the Parties, and no statements, promises, or inducements made by either Party or agents for either Party that is not contained in this written Agreement shall be binding or valid. This agreement supersedes other agreements between the parties for HVE during the same effective term.

7. Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions hereof or any part thereof.

8. Non-appropriation of funds, reduction of funds, or changes in the law. This Agreement may be terminated in whole or in part at the sole discretion of HSO upon written notice if HSO determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either Party to perform under the terms of this Agreement, or (b) a change in available funds affects HSO's ability to reimburse under this Agreement. HSO will reimburse for overtime HVE activities that comply with this Agreement and are performed prior to the effective date of notice.

9. No employment relationship or responsibility: This Agreement is not intended to and shall not be construed to create an employment relationship between the Department of Public Safety, the Highway Safety Office and Agency or its employees. Notwithstanding any language in this Agreement to the contrary, the Parties intend that their relationship will be only as set forth in this Agreement. Neither Party nor any employee, agent, officer, or independent contractor of or retained by either Party shall be considered an agent or employee of the other Party for any purpose or entitled to any of the benefits that the other Party provides for any of the other Party's employees. Furthermore, each Party acknowledges that it shall be responsible for all federal, state, and local taxes for itself and its employees and reports related to reimbursement under this Agreement, and each Party will indemnify and hold the other Party harmless from any failure to file necessary reports or pay such taxes. This agreement is not intended to replace established law enforcement policies and procedures. Law enforcement officers are expected to comply with applicable laws, exercise sound judgment, and not rely solely on the terms of this agreement when making decisions in their duties.

10. Auditing: Agency agrees to fully comply with any audits of activities conducted under this Agreement. Agency will make all records related to this Agreement available to the auditor, even if they belong to another entity of the same municipality. Such records may include payroll, vehicle usage, RMS reports, and public service announcements. Records requested during an audit will be shared with the auditor under Utah Code Ann. 63G-2-206. Auditor will maintain classification of records as determined by the agency.

ACKNOWLEDGEMENT

Parties acknowledge, and agree to abide by, the terms of this agreement and attachments A and B and execute this Agreement on the dates shown below.

Highway Safety Office:

Robyn LaLumia

Highway Safety Office Director

Robyn LaLumia

Printed Name, Title

08/31/2026

Date

Law Enforcement Agency:

Authorized Agent

Printed Name, Title

Date

"Attachment A"

Utah Department of Public Safety Highway Safety Office
Enforcement Overtime Guidelines for FY 2027
[These guidelines must be provided to officer working HVE shift at least once per year]

This document provides guidance to law enforcement agencies and officers working High Visibility Enforcement (HVE) overtime shifts offered by the Highway Safety Office (HSO). These shifts are to be worked by law enforcement officers who have exceeded their regular working hours during the pay period and are paid at the officer's time-and-a-half overtime rate plus standard salary-driven benefits normally paid by the employer. Regular on-duty personnel, FLSA exempt and reserve officers are not eligible for reimbursement under this agreement. Leave accrual, "comp time", or any other form of time banking is not eligible for reimbursement. Please refer to the guidelines regularly and before working enforcement shifts.

HVE Shift Guidelines:

- Officers should strictly enforce Utah law for drivers who commit violations during all HVE activities to emphasize the importance of safe driving. However, the decision to issue a citation is always at the officer's discretion. Officers may consider the most effective way to educate each individual and promote long-term compliance.
- Resources for officers are available from the HSO (traffic code books and education cards).
- Overtime shifts are a maximum of five (5) hours each. Additional hours may be paid if an officer is required to work beyond five hours to complete tasks directly related to the specific enforcement shift. (i.e.: completing a report for an arrest made in the last hour, but not for completing reports for the entire shift). If more than five hours are worked, the comments section must be used to justify additional overtime.
- HVE overtime shifts must be requested and approved by the HSO program manager before any hours are worked. Additionally, specific approval by the HSO program manager is required if an officer requests to work more than two overtime shifts in one 24-hour period. Requests must include data supporting enforcement efforts and effectiveness.
- HVE overtime shifts should be worked during periods when the most crashes and fatalities occur in their area of responsibility, and ensure an adequate number of contacts are made. (i.e. DUI, Seat belt, Pedestrian, Speed, or Distracted) It is recommended to have a minimum of 2 contacts per hour. If there are less than 2 contacts per hour, explain in the comments section.
- To maximize the HVE program, officers performing only a supervisory role during overtime shifts should be used sparingly and only as necessary, such as DUI checkpoints, saturation patrols, or blitzes. HSO reserves the right to require justification from supervisory officers during HVE.
- When working High Visibility Enforcement overtime shifts, the officer should focus on the targeted activity (i.e., DUI, Seat belt, Pedestrian, Speed, or Distracted Driving). If non-HVE enforcement, calls for service, or other incidents take an officer away from the targeted enforcement and exceed a cumulative duration of 30 minutes, the HVE overtime shift must be ended. (i.e. responding to a crash, medical calls or non-traffic incidents.) Splitting time of the shift is not allowed for reimbursement. The HSO will only reimburse for overtime hours worked consecutively on the assigned HVE activity, in accordance with 23 U.S.C. § 405.
- Non-traffic-related work cannot be reimbursed.

Reporting:

- An HSO stat form must be filled out for each officer working an HVE overtime shift. Information for all contacts during the shift must be recorded, not just violations of the specific enforcement goal. Documenting the violations cited, case or incident number, and plate number in the comments section is recommended.
- Overtime stat forms require the approval and signature of a supervisor or another authorized individual who can verify the hours worked.
- All enforcement activity reports must be submitted to the HSO within 21 days of the last day of

the planned enforcement period. State and Federal fiscal year-end deadlines may reduce this time period. Enforcement activity reports received after 21 calendar days, or the shortened period due to the end of the fiscal year, may not be reimbursed.

- Overtime stat forms must be retained for three full years after final reimbursement is received. It is recommended that they be stored electronically in GEARS, as this would allow access during audits or monitoring. Agencies may scan and upload them into the activity reports as the shifts are worked.

- *Information and comments regarding contacts must be very clear and describe in plain language the activities that took place during the shift. Comments must be written so that anyone (non-sworn) reading them would understand what occurred (i.e. do not use 10- codes).*

Program specific HVE activity requirements:

DUI Enforcement Specific Guidelines

- Operational plans are required for DUI checkpoints to include problem ID, location, time, date, agencies involved, etc. This may be a copy of a plan submitted under U.C.A §77-23-104. This plan must be sent to the program manager prior to the activity. Once the plan has been approved by the program manager, the shifts will be assigned.
- For DUI checkpoints, a stat form must be completed for each officer seeking reimbursement. To avoid duplicate vehicle reporting, the primary officer who makes first contact with a vehicle will be the reporting officer, and that vehicle will be recorded on their individual stat form. If there are no stats, explain completely in the comments section.

Pedestrian Enforcement Specific Guidelines:

- An Enforcement/Operation Plan is required. The plan must be sent to the program manager prior to the operation. Once the plan has been approved by the program manager, the shifts will be assigned.

Distracted Enforcement Specific Guidelines:

- The purpose of this enforcement activity is to educate the public about the dangers of Distracted Driving. Distracted Driving educational cards should be given to the public during the traffic stop if available. If HSO-provided cards are unavailable, the jurisdiction may use similar documents to inform the public about statistics or other pertinent information.

Community Engagement Specific Guidelines:

- An enforcement plan with data is required. This enforcement plan must be sent to the program manager prior to the planned enforcement for approval. Once the plan has been approved by the program manager, the shifts will be assigned.
- Community education stat sheets must be attached in GEARS for community engagement shifts.

Speed and Seat Belt Enforcement: *(refer to general guidelines above)*

"Attachment B"

Utah Department of Public Safety Highway Safety Office
Certifications, Assurances, and Terms FY 2027

NONDISCRIMINATION

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964)*;
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973*, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCE

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
1. Abide by the terms of the statement;
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
1. Taking appropriate personnel action against such an employee, up to and including termination;
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to

which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the

offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below, and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated, may pursue available remedies, including suspension or debarment.

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted, if at any time the prospective lower-tier participant learns that their certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions and will require lower-tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower-tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is

normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign-produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. 1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to Subcontracts.
b. The code or standards shall establish penalties, sanctions, or other disciplinary

actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

PROGRAM INCOME

(CFR 1300.34)

1. Definition. Program income means gross income received by the grantee or subgrantee directly generated by a program supported activity, or earned only as a result of the grant agreement during the period of time between the effective date of the grant award and the expiration date of the grant award.
2. Inclusions. Program income includes income from fees for services performed, from the use or rental of real or personal property acquired with grant funds, from the sale of commodities or items fabricated under the grant agreement, and from payments of principal and interest on loans made with grant funds.
3. Exclusions. Program income does not include interest on grant funds, rebates, credits, discounts, refunds, taxes, special assessments, levies, fines, proceeds from the sale of real property or equipment, income from royalties and license fees for copyrighted material, patents, and inventions, or interest on any of these.
4. Use of program income.

a. Addition. Program income shall ordinarily be added to the funds committed to the Highway Safety Plan. Such program income shall be used to further the objectives of the program area under which it was generated.

b. Cost sharing or matching. Program income may be used to meet cost sharing or matching requirements only upon written approval of the Approving Official. Such use shall not increase the commitment of Federal funds.

GRANT MANAGEMENT AND COST PRINCIPLES

The management of this subgrant and allowability of costs shall be in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

REPORTING AND REIMBURSEMENT FOR EXPENDITURES

Grantees must submit an invoice for reimbursement as agreed upon - monthly or quarterly, using the process prescribed by the HSO. All submissions must be made through the HSO's online grants management system. Expenditure reports submitted after November 10 may not be accepted.

Grantees must submit an activity report and all required supporting documentation with the expenditure report. Expenditure reports/invoices should include an invoice number, date, and reporting quarter. The HSO does not process a reimbursement claim until both the expenditure and activity reports are received and approved.

AUDITS

Sub-Recipients that expend $1,000,000 or more during their fiscal year *in Federal awards* must have a single or program-specific audit conducted for that year in accordance with 2CFR Part 200 Subpart F. The results of the audit will be reported to the Highway Safety Office.

TIME CERTIFICATION AND PERSONNEL ACTIVITY REPORTS

§ 200.430, (Compensation—personal services), records must accurately reflect the work performed. The records must: 1) be supported by a system that ensures the charges are accurate, allowable and properly allocated; 2) Be incorporated into official record keeping of the non-federal entity; 3) Reflect the total activity for which the employee is compensated by the non-Federal entity; 4) Support the distribution of the employee's salary or wages among specific activities or cost objectives.

In support of these requirements, the subgrantee shall provide a quarterly or monthly time certification for employees who are paid from this Highway Safety Program Grant. For your convenience, a form is provided on the Highway Safety Website. Click on the GEARS tab, and it can be found under Forms.

INDIRECT COSTS

§ 200.414, De minimis rate. Recipients and subrecipients that do not have a current Federal negotiated indirect cost rate (including provisional rate) may elect to charge a de minimis rate of up to 15 percent of modified total direct costs (MTDC). The recipient or subrecipient is authorized to determine the appropriate rate up to this limit.

TERMINATION

This grant agreement will be issued based on federal funds. This project agreement may be terminated or fund payments discontinued or reduced by the Utah Highway Safety Office at any time upon written notice to the subgrantee due to non-compliance and/or failure of the subgrantee to accomplish any of the terms herein, or from any change in the scope or timing of the project. Should the level of federal funding change sufficiently to affect the agreement, the recipient will be given written notice to suspend expenditures within 30 days. Termination for failure to comply with State and Federal statutes, regulations, or terms and conditions may be considered in evaluating future applications received from the subgrantee.

TERMS AGREEMENT

By submitting this application and accepting federal funds, if approved, the submitter understands that failure to comply with applicable State and Federal statutes and regulations may subject agency officials to civil or criminal penalties.

Agenda Item #13

Consideration of Ordinance 2026-31 amending Chapters 2, 8, and 16 of the Grantsville City Land Use Development and Management Code regarding animal rescue land use

GRANTSVILLE CITY
ORDINANCE NO. 2026-31

AN ORDINANCE OF GRANTSVILLE CITY AMENDING CHAPTERS 2, 8, AND 16 OF THE GRANTSVILLE CITY CODE REGARDING THE ANIMAL RESCUE LAND USE

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

WHEREAS, Grantsville City desires to amend its land use regulations to establish standards for Animal Rescue uses within the City; and

WHEREAS, the Planning Commission has reviewed the proposed amendments and made a recommendation to the City Council; and

WHEREAS, the City Council finds that the proposed amendments are in the best interests of Grantsville City and its residents;

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

Section 1. Approval: The amendments to Chapters 2, 8, and 16 of the Grantsville City Code regarding the Animal Rescue land use, as set forth in Exhibit A, attached hereto and incorporated herein by reference, are hereby approved and adopted.

Section 2. Codification: The City Recorder and City staff are authorized to make any necessary non-substantive formatting, numbering, and cross-reference changes to incorporate the amendments adopted by this Ordinance into the Grantsville City Code.

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 OCTOBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Heidi Hammond

ATTEST

_____
Alicia Fairbourne, City Recorder

EXHIBIT “A”

Code Amendments for Chapters 2, 8, and 16

Chapter 2 Definitions

ANIMAL RESCUE

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

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

TEMPORARY HOUSING

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

LONG TERM BOARDING

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

LOCAL MUNICIPALITIES

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

Chapter 8 Regulations of General Applicability

1. Purpose and Intent

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

2. Description and Scope

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

3. Allowed Activities

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

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

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

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

4. Operational Limitations (Revised & Completed)

(a) Capacity

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

(b) Access

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

(c) Length of Stay

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

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

(d) Staffing

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

(e) Volunteer Controls

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

(f) Records

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

(g) Hours and Days of Operation (NEW)

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

5. Site and Development Standards

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

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

6. Approval Type (Completed)

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

7. Enforcement and Changes to the Use (Completed)

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

16.8 Codes And Symbols And Use Table 16.1

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

Table 16.1 Use Regulations

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

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

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

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

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

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

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

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

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

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

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

Agenda Item #14

Consideration of Resolution 2026-75 amending the Grantsville City Consolidated Fee Schedule regarding non-utility payment processing fees

GRANTSVILLE CITY
RESOLUTION NO. 2026-75

A RESOLUTION AMENDING THE GRANTSVILLE CITY CONSOLIDATED FEE SCHEDULE REGARDING NON-UTILITY PAYMENT PROCESSING FEES

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

WHEREAS, Grantsville City maintains a Consolidated Fee Schedule establishing fees for City services; and

WHEREAS, the City desires to amend the payment processing fees listed under Citywide Common Fees and Service Fees to establish revised fees for non-utility payments made by credit card, debit card, and electronic funds transfer (EFT); and

WHEREAS, utility payments will remain exempt from payment processing fees;

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

Section 1. Amendment to Consolidated Fee Schedule: The Citywide Common Fees and Service Fees section of the Grantsville City Consolidated Fee Schedule is hereby amended to replace the existing 2.5% service fee for non-utility payments with the fees set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. Utility Payment Exemption: No payment processing fee shall be charged for utility payments.

Section 3. Codification: The provisions of this Resolution shall be incorporated into the Grantsville City Consolidated Fee Schedule, as applicable. Any provisions of the Consolidated Fee Schedule inconsistent with this Resolution are hereby amended to conform to its provisions.

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

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

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY, THIS 21ST DAY OF OCTOBER, 2026.

BY THE ORDER OF THE GRANTSVILLE CITY COUNCIL:

_____
By Mayor Heidi Hammond

ATTEST

_____
Alicia Fairbourne, City Recorder

EXHIBIT “A”

Amended Citywide Common Fees and Service Fees

Non-Utility Payment Processing Fees

Credit/Debit Card Payments: $3.00 flat fee for payments less than $85.00; 3.5% fee for payments over $85.00.

Electronic Funds Transfer (EFT) Payments: $2.00 flat fee.

Utility Payments: No payment processing fee shall be charged for utility payments.

Agenda Item #15

Council Reports

Agenda Item #16

Adjourn