



October 20, 2022
Planning Commission
Meeting
Information Packet

AGENDA ITEM #1

Discussion of Concept Plan for
Deseret Commons.



Deseret Commons PUD

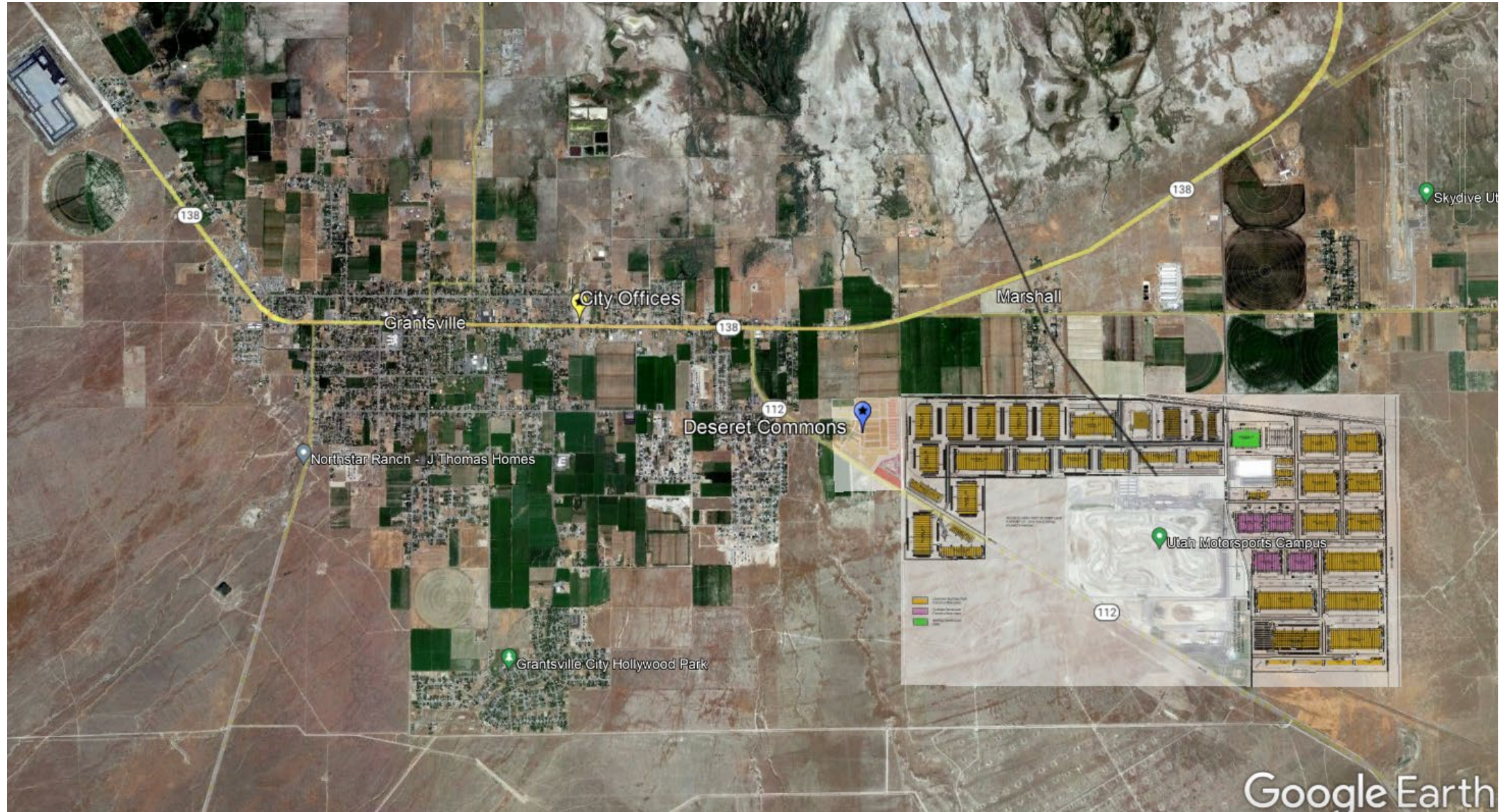
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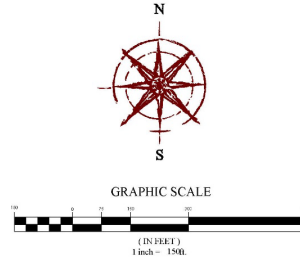
Deseret Commons PUD

- 119.7-acre mixed use neighborhood
 - Single Family Detached
 - Rear loaded Cottages
 - Townhomes
 - Multifamily
 - Commercial
- Various housing product for different demographics at all stages of life
- Cohesively planned with consistent streetscape, unified architecture and pedestrian connectivity
- HOA and CC&R's will ensure continued maintenance

Ariel



Concept Plan



PROPERTY OVERVIEW

TOTAL ACREAGE	±119.7 ACRES
COMMERCIAL ACREAGE	6.0 ACRES
RESIDENTIAL ACREAGE	113.7 ACRES
CURRENT ZONING	A-10, RM-15, CS

CONCEPT DESIGN

65' x 110' LOTS	40
50' x 100' LOTS	99
45' x 90' LOTS	217
34' x 85' COTTAGE LOTS	140
TOWNHOME UNITS	160
APARTMENT UNITS	192
COMMERCIAL	

TOTAL UNITS	848
TOTAL DENSITY	7.5 UNITS/ACRE
TOTAL OPEN SPACE	19.1 ACRES



DESERET PEAK home product exhibit

GRANTSVILLE CITY, TOOELE COUNTY
9/29/2022

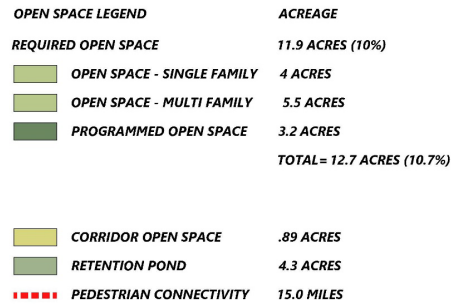
Zoning and Deviations

	DESERET COMMONS - GRANTSVILLE, UT					Draft 9-14-22						
	Development Standards											
Code Requirement	R-1-21 SFD	RM-15 SFD	Mixed Use - Comm	Mixed Use – Multifamily	Mixed Use - SFD	Deseret Peak SFD 34-ft Lot	Deseret Peak SFD 45-ft Lot	Deseret Peak SFD 50-ft Lot	Deseret Peak SFD 65-ft Lot	Deseret Peak Townhomes	Deseret Peak Multifamily	Deseret Peak Commercial
Maximum Density		15 DU/Ac		15 DU/ac 4)		10 DU/Ac	8 DU/Ac	6 DU/Ac	5 DU/Ac	15 DU/Ac	15 DU/Ac	TBD
Minimum Lot Size	21,780 SF (1/2 ac)	8,000 SF 10,000 SF Corner Lots	½ acre	7,000 SF 1 st unit + 4,000 SF for each additional ground level unit in the structure. Lot size for units in a structure on a corner is 10,000 SF	4,000 SF	2,890 SF (34' x 85')	4,050 SF (45' x 90')	5,000 SF (50'x100')	7,150 SF	1,540 Per attached home (22' x 70')	NA	
Minimum Lot Frontage (1)	70-feet	60-feet	100-feet	50-feet	50-feet	34-feet	45-feet	50-feet	65-feet	22-feet	NA	
Minimum Yard Setbacks												
Front Yard	40-feet	25-feet	25-feet (5)	25-feet (5)	25-feet (5)	10-feet	20-feet	20-feet	20-feet	10-feet	See distance between structures	
Rear Yard												
- Main Building	30-feet	20-feet	20-feet	20-feet	20-feet	5-feet rear loaded garage	10-feet	10-feet	10-feet	5-feet rear loaded garage	See distance between structures	TBD
-Accessory Bldg.	1-foot	1-foot	7.5-feet	7.5-feet	7.5-feet	NA	NA	NA	NA	NA		
Side Yard												
-Main Building (3)	5(2)/15 feet	7.5-feet	7.5/10-feet (2)	20-feet (2)	7.5/10-feet (2)	5-feet	5-feet	5-feet	5-feet	0-feet on attached side; 5-feet on end units	See distance between structures	TBD
-Accessory Bldg.	1-foot	4-feet (2)	7.5-feet	7.5-feet	7.5-feet	NA	NA	NA	NA			
-Corner Side Yard	2 front yards and 2 side yards required	2 front yards and 2 side yards required	25-feet each side on the street 10-feet other two sides	2 front yard setback	25-feet each side on the street 10-feet other two sides	10-feet	10-feet	10-feet	10-feet	10-feet		

Community Enhancements

- **15 miles** of pedestrian ways
- **10.7% open space** with 3.2 acres of “programmed” open space
 - **5.2 acres** of “corridor open space” and retention pond not included in the 10.7%
 - Retention pond can easily accommodate **two U12 soccer fields**
- Parks, trails and open space will be **owned and maintained** by the HOA (no City funding required)
- **Transition and buffer** from the industrial project to the west
- **Reduced water use** through smaller lots, decreased park strips and programmed and managed landscaping
- CC&R’s will ensure **continued maintenance**, and a cohesive feel enforced by HOA
- **Detached product** and townhomes in lieu of “vertical” density

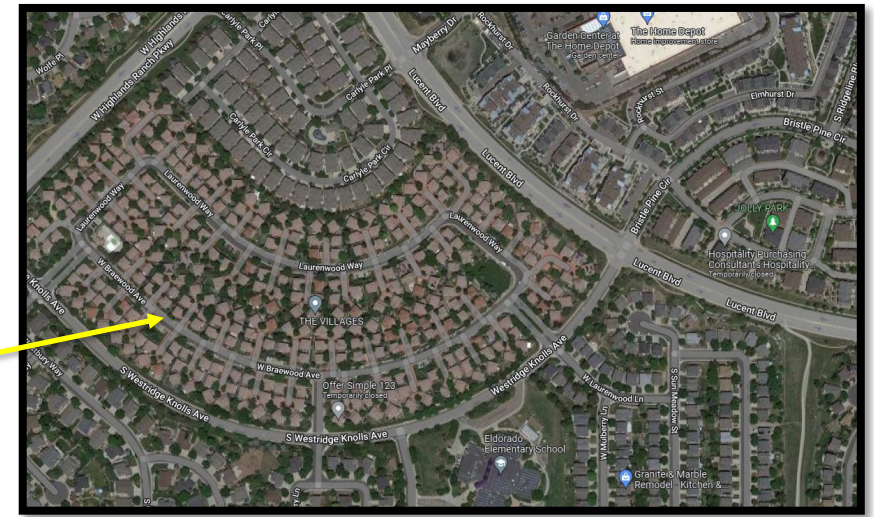
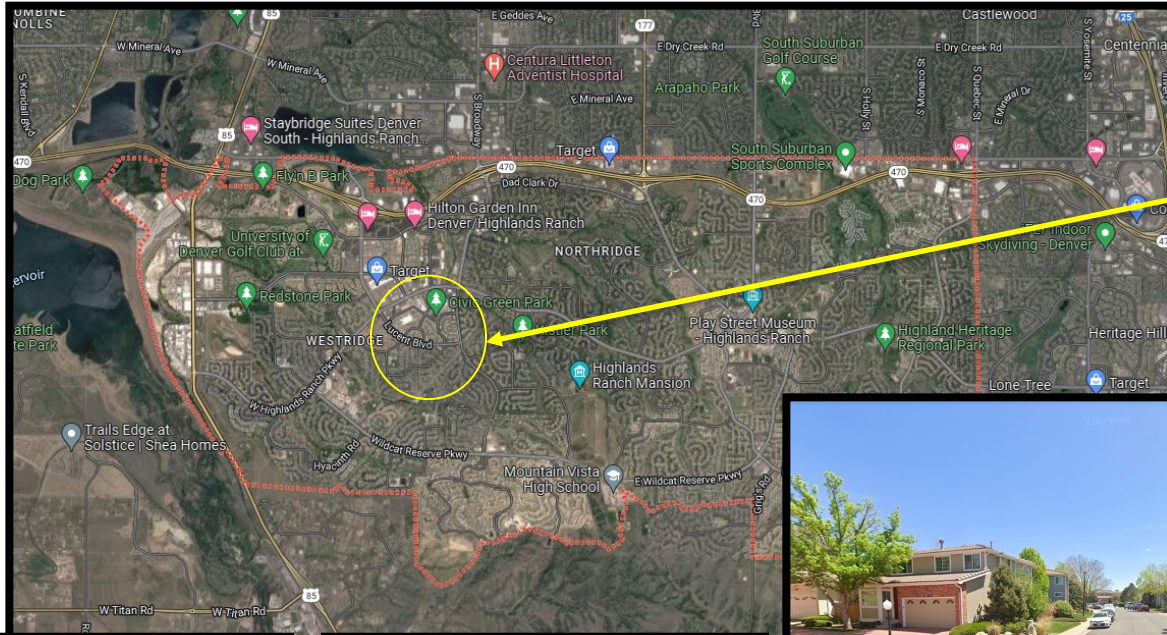
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9/29/2022

Highlands Ranch Colorado

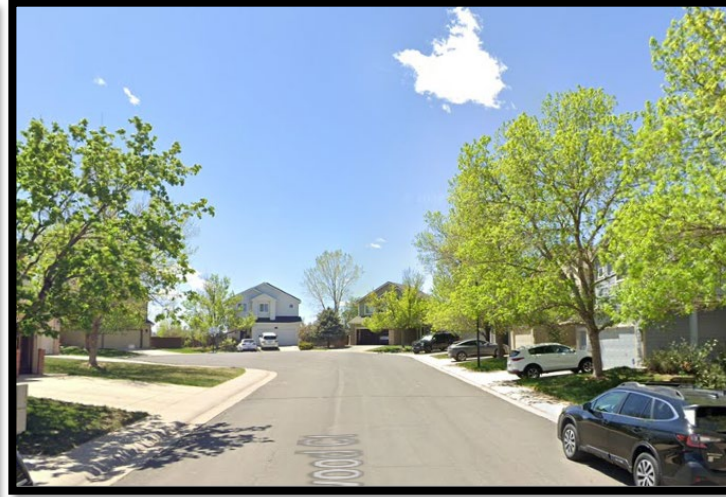
Built in 1980's and HOA Managed



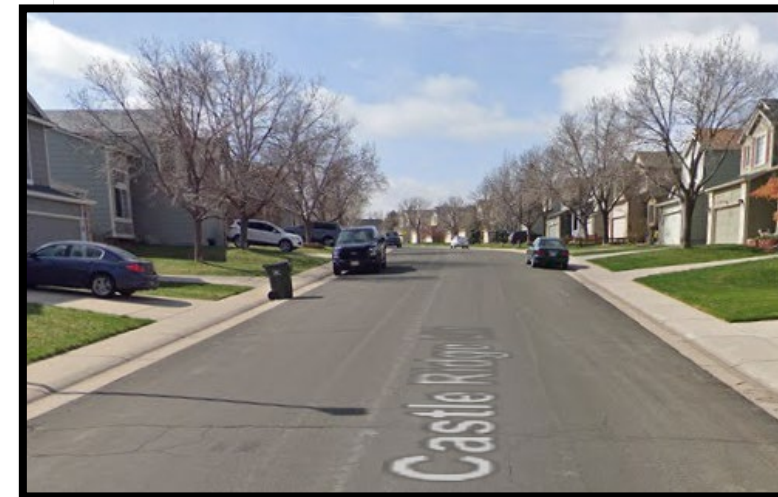
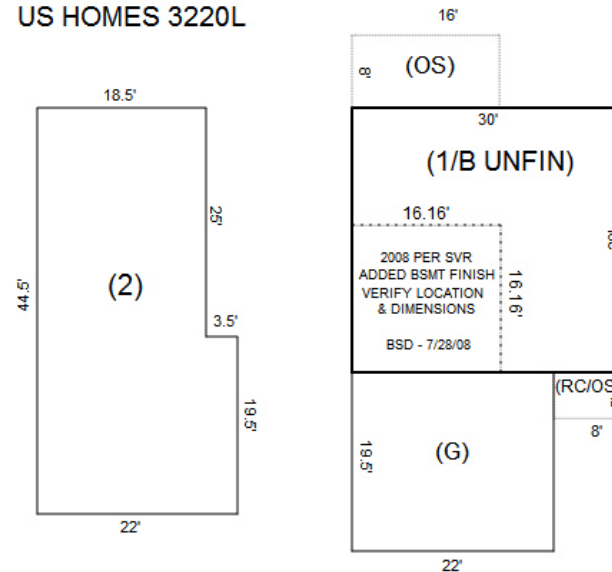
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Highlands Ranch Colorado

Built in 1980's and HOA Managed



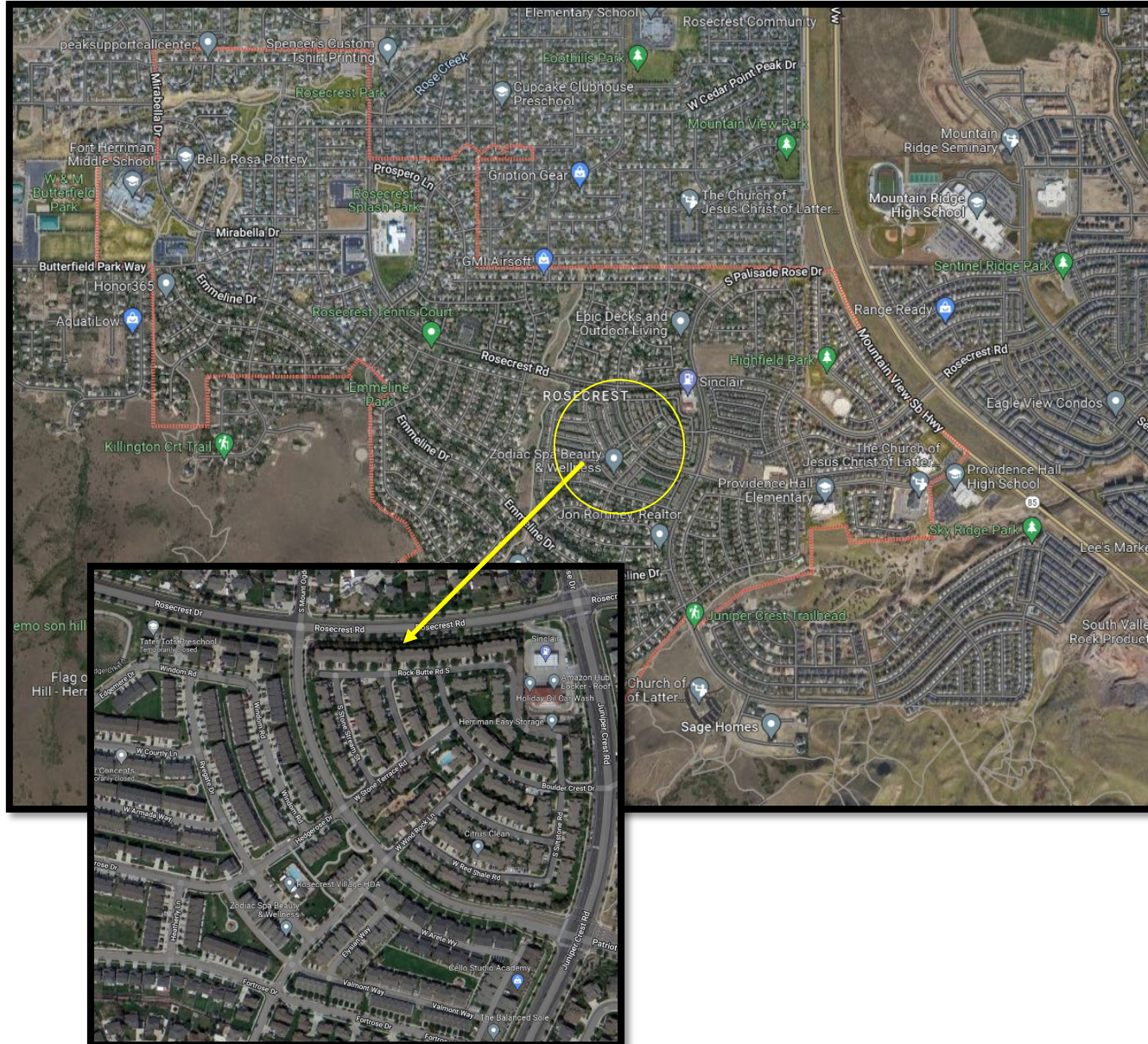
AVERAGE QUALITY
US HOMES 3220L



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Rosecrest Herriman, UT

Built in 2006 and HOA Managed



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The diagram illustrates a four-unit townhome development with the following specifications:

- Overall Dimensions:** The development is 50.0' wide and 22.0' deep.
- Setbacks:**
 - Front Setback:** 22.0' MIN. FRONT SETBACK from the Private Road.
 - Side Setback:** 5.0' MIN. SIDE YARD SETBACK from the Public Row.
 - Corner Setback:** 15.0' MIN. CORNER SIDE YARD.
- Unit Layout:** The development consists of four units, each represented by a car icon. The units are arranged in a 2x2 grid. The front row of units is 22.0' deep, and the back row is 22.0' deep. The side setbacks are 5.0' on the left and right sides.
- Dimensions:**
 - Public Row:** 5.0' MIN. SIDE YARD SETBACK.
 - Private Road:** 15.0' MIN. FRONT SETBACK.
 - Unit Width:** 25.0'.
 - Unit Depth:** 22.0'.
 - Overall Width:** 50.0'.
 - Overall Depth:** 22.0'.

Diagram illustrating the layout of a private road with setbacks and dimensions:

- 5.0' MIN. FRONT YARD SETBACK**: Indicated by a dimension line at the top of the road.
- 10.0' MIN. CORNER SIDE YARD**: Indicated by a dimension line on the left side of the road.
- 10.0' MIN. BETWEEN BUILDINGS**: Indicated by a dimension line between the two building footprints.
- 5.0' MIN. FRONT SETBACK**: Indicated by a dimension line at the bottom of the road.
- GRADED TO DRAIN**: Indicated by a downward arrow pointing to the road surface.
- 20.0' MIN. FRONT SETBACK**: Indicated by a dimension line at the bottom of the road.
- PRIVATE ROAD**: Labeled at the bottom of the diagram.

Dimensions shown in the diagram include:

- Overall width: 38.0'
- Overall length: 70.0'
- Building footprint width: 24.0'
- Building footprint length: 20.0'
- Setback width: 5.0'
- Setback length: 5.0'
- Distance between buildings: 10.0'
- Distance from building to corner: 24.0'
- Distance from building to setback: 24.0'
- Distance from building to setback: 24.0'
- Distance from building to setback: 24.0'

The diagram illustrates a residential lot layout with the following specifications:

- Public Row:** Indicated by a dashed line at the bottom of the lot.
- Front Setback:** A 20.0' minimum setback from the Public Row to the front of the buildings.
- Side Yards:**
 - Left Side Yard:** 10.0' minimum setback from the left property line to the side of the building.
 - Right Side Yard:** 10.0' minimum setback from the right property line to the side of the building.
- Corner Side Yard:** A 10.0' minimum setback from the corner of the lot to the side of the building.
- Building Footprints:** Two identical building footprints are shown, each measuring 35.0' by 45.0'. Each footprint includes a central rectangular area and two side extensions.
- Graded to Drain:** An arrow points to the right side of the lot, indicating the direction of drainage.

10.0' MIN. REAR YARD SETBACK

10.0' MIN. BETWEEN BUILDINGS

5.0'

10.0' MIN. CORNER SIDE YARD

20.0' MIN. FRONT SETBACK

20.0'

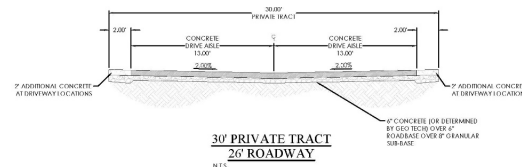
GRADED TO DRAIN

PUBLIC ROW

The diagram illustrates a two-lot residential subdivision. A dashed line at the bottom represents the 'PUBLIC ROW'. The lots are separated by a 10.0' wide alleyway. The left lot is 35.0' wide and 55.0' deep. It features a 10.0' MIN. REAR YARD SETBACK and a 10.0' MIN. CORNER SIDE YARD. The front setback is 20.0'. The right lot is 35.0' wide and 50.0' deep. It features a 10.0' MIN. BETWEEN BUILDINGS setback and a 5.0' wide side yard. The front setback is 20.0' MIN. A 'GRADED TO DRAIN' arrow points downwards. Vehicle icons are shown in the rear and front yards of both lots. Dimensions are labeled in feet: 35.0, 55.0, 10.0, 5.0, 20.0, 40.0, 50.0, 115.0, 115.0, 25.4, 50.0.

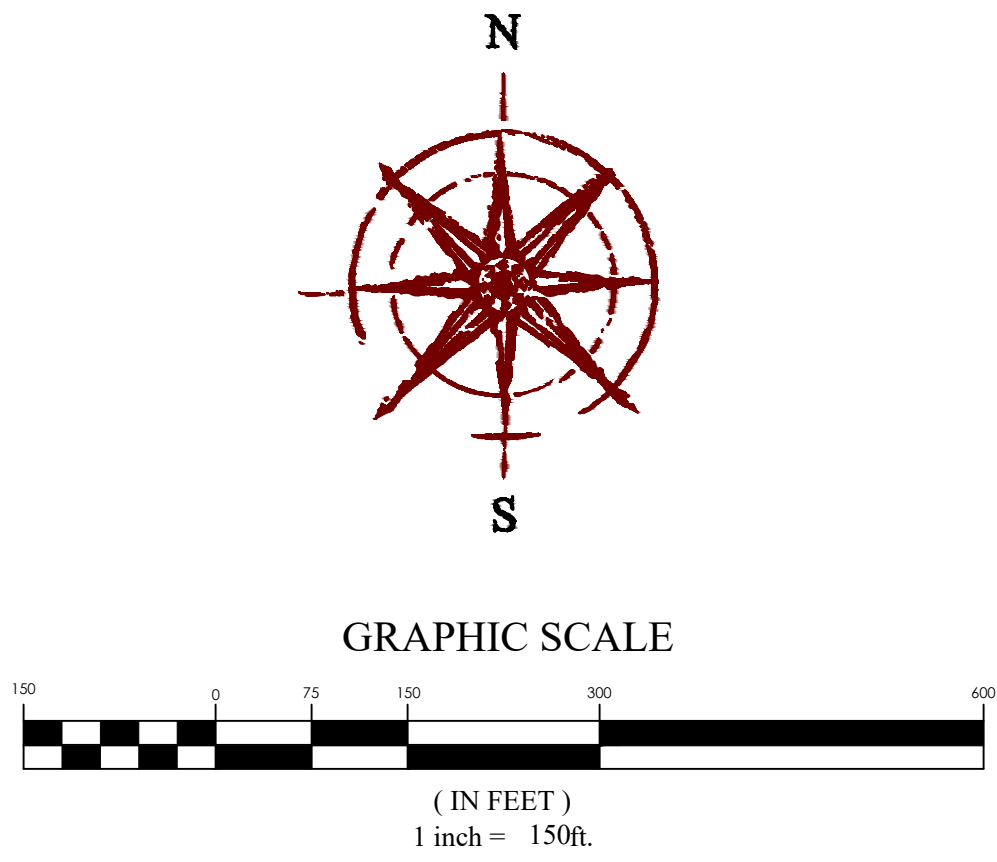
GRANTSVILLE CITY, TOOELE COUNTY
9/29/2022

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Thank you!

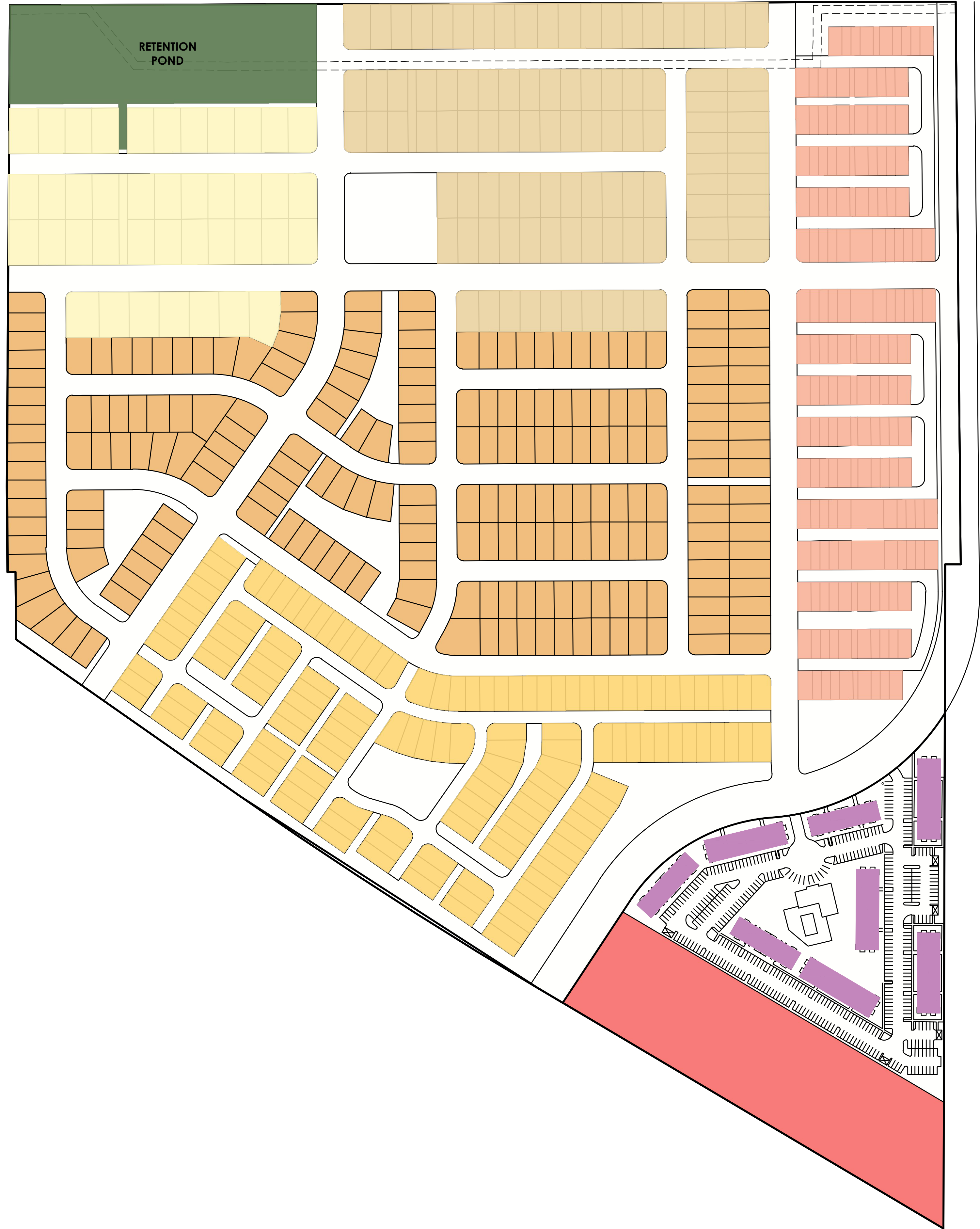


PROPERTY OVERVIEW

TOTAL ACREAGE	±119.7 ACRES
COMMERCIAL ACREAGE	6.0 ACRES
RESIDENTIAL ACREAGE	113.7 ACRES
CURRENT ZONING	A-10, RM-15, CS

CONCEPT DESIGN

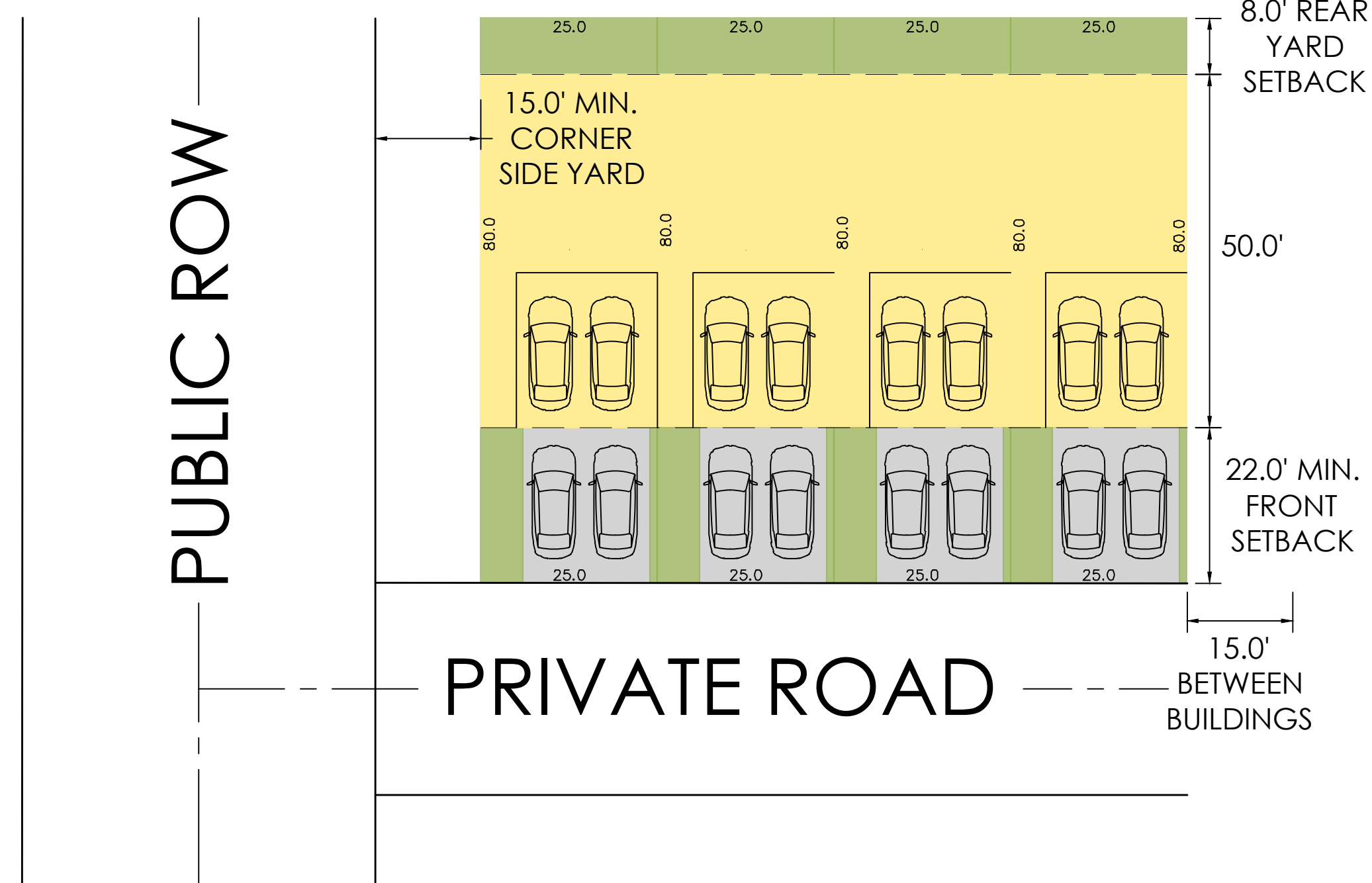
65' x 110' LOTS	40
50' x 100' LOTS	99
45' x 90' LOTS	217
34' x 85' COTTAGE LOTS	140
TOWNHOME UNITS	160
APARTMENT UNITS	192
COMMERCIAL	
TOTAL UNITS	848
TOTAL DENSITY	7.5 UNITS/ACRE
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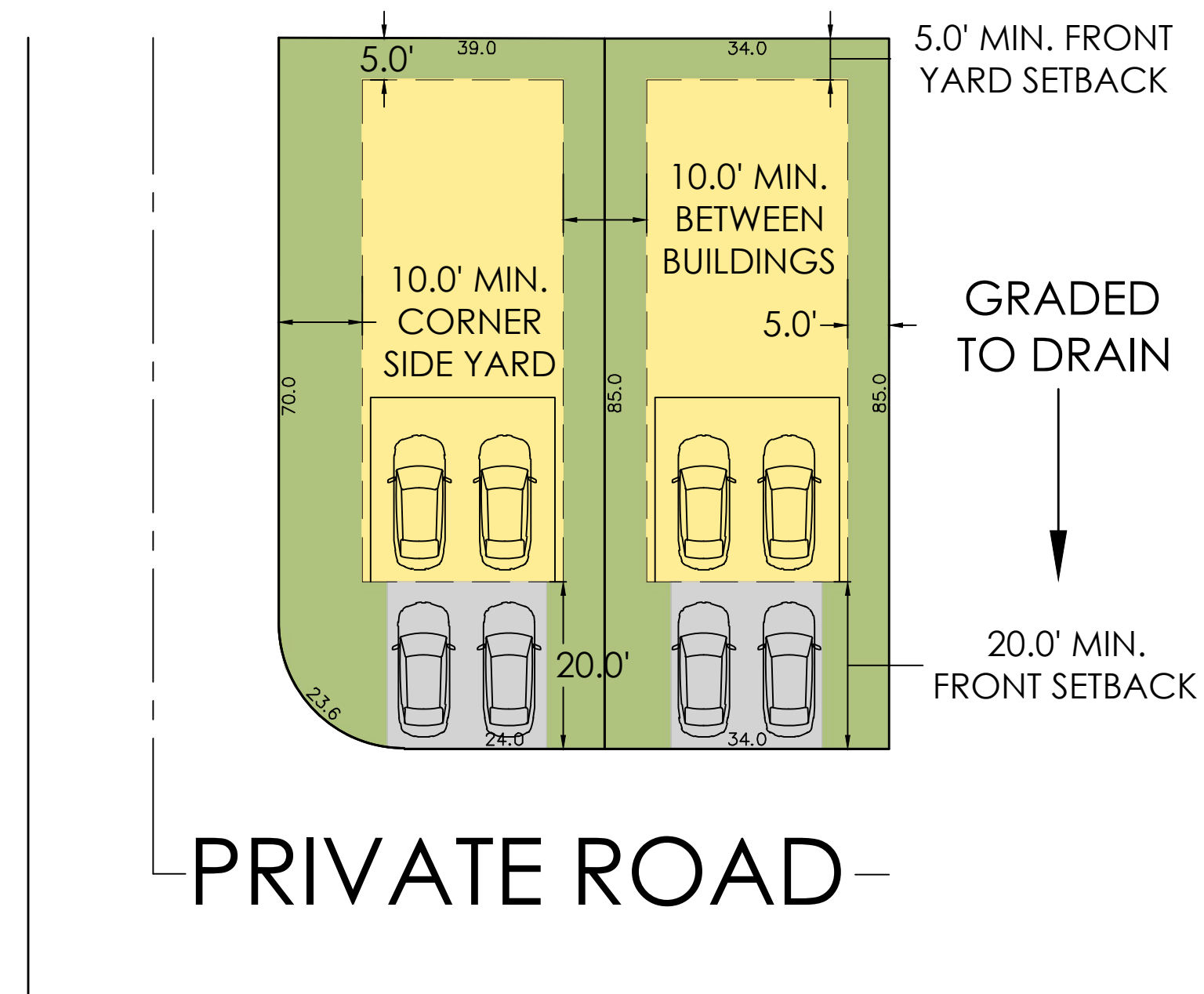
DESERET PEAK home product exhibit

GRANTSVILLE CITY, TOOELE COUNTY
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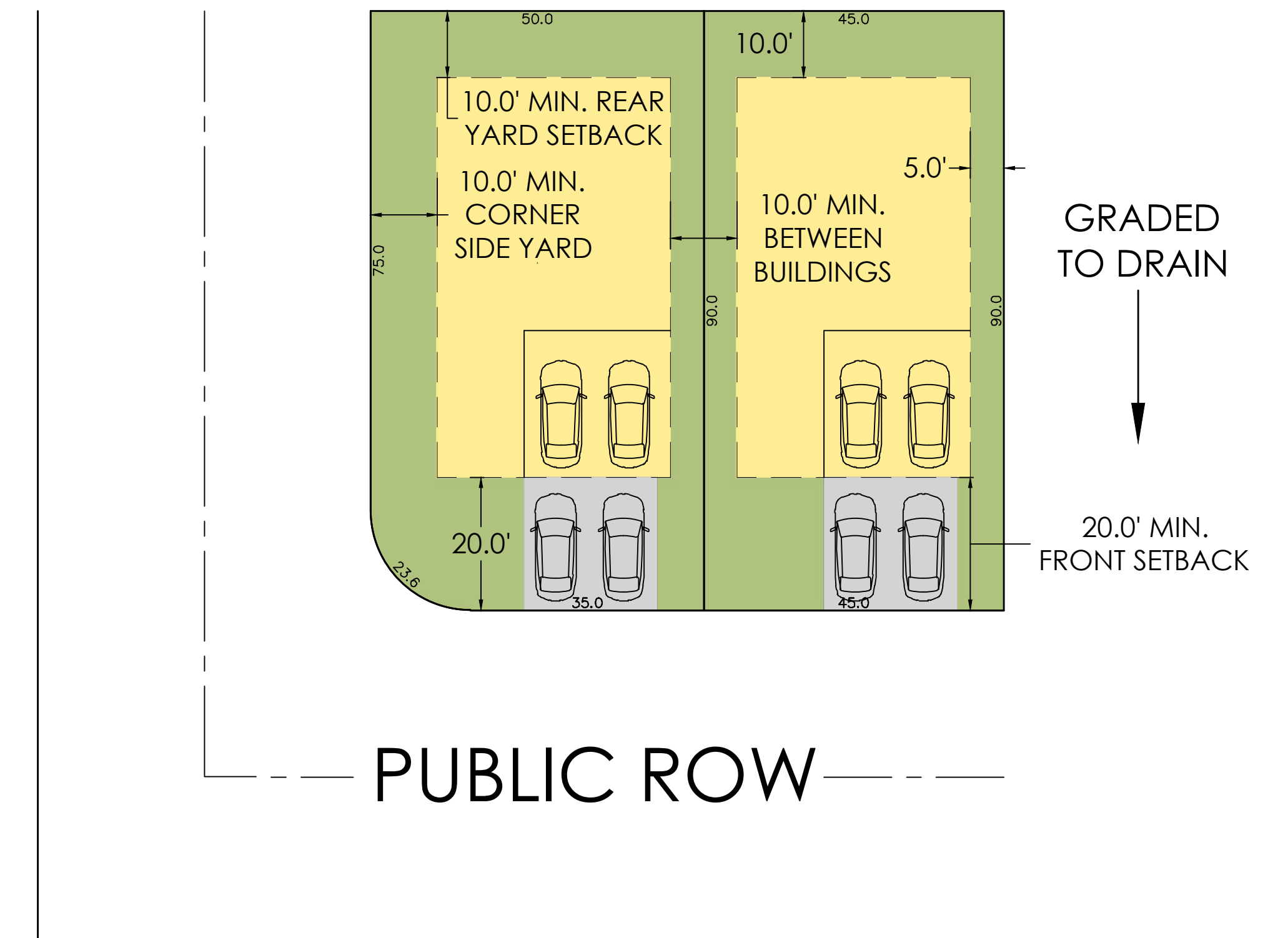
TOWNHOMES



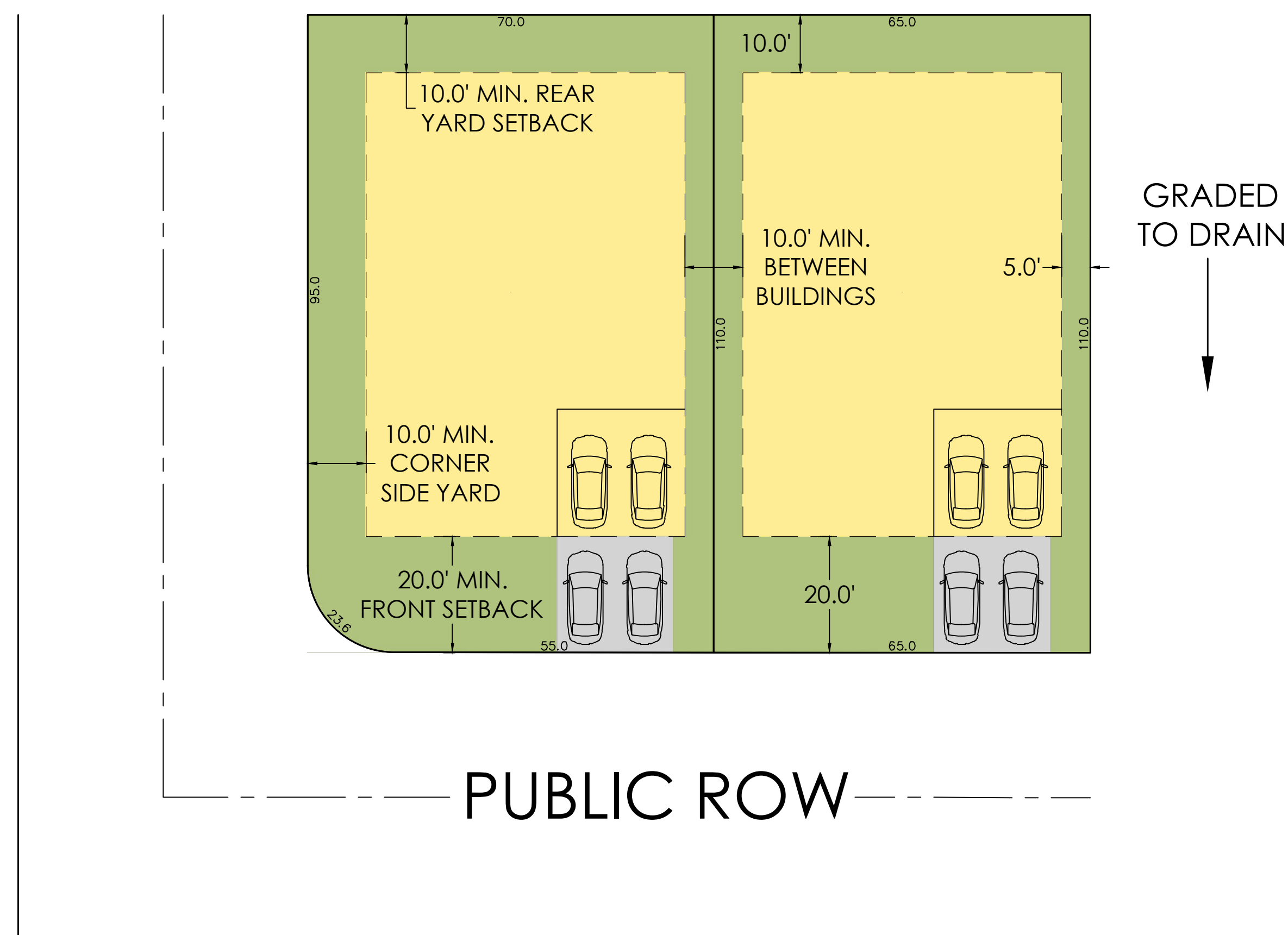
34' LOT



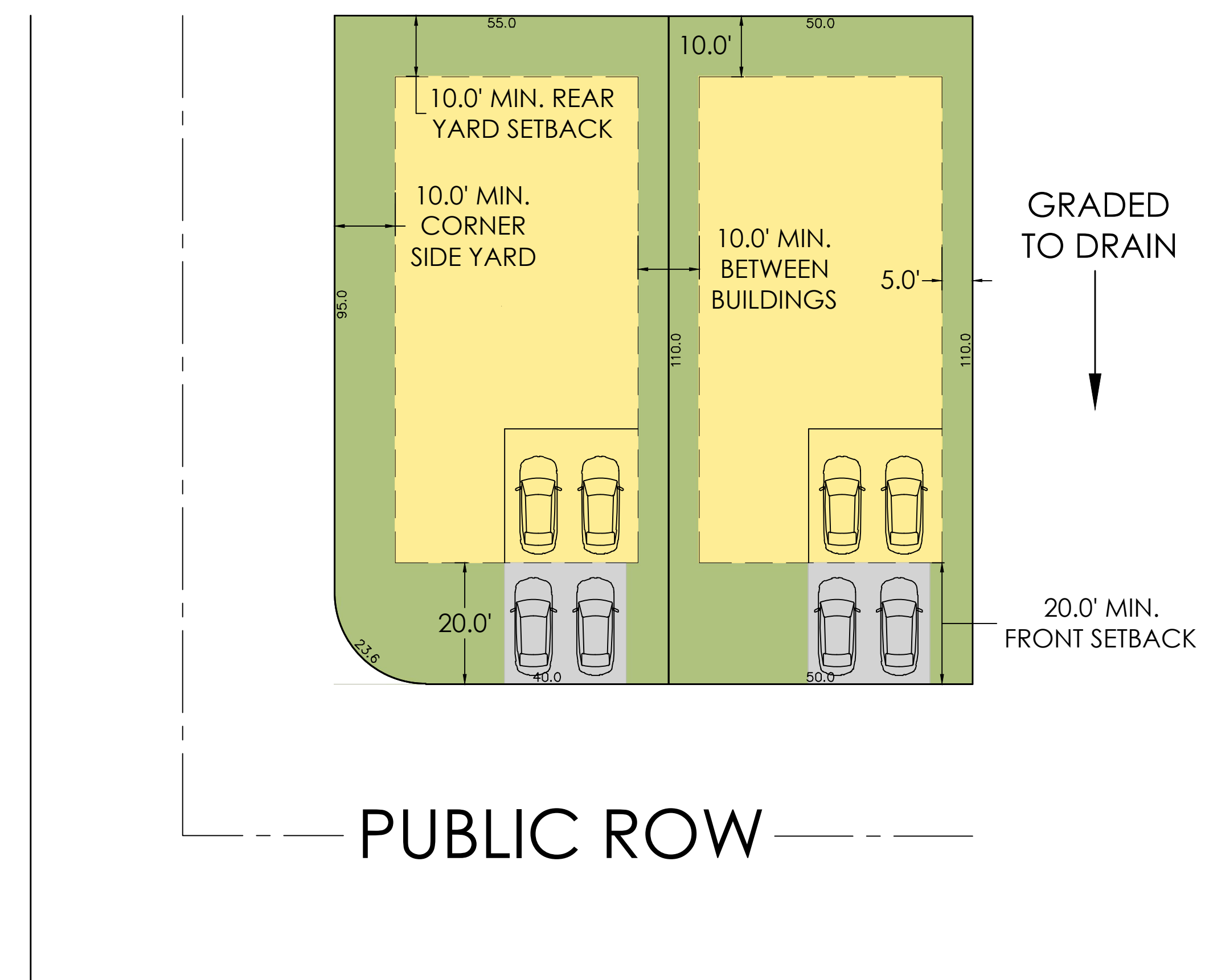
45' LOT



65' LOT

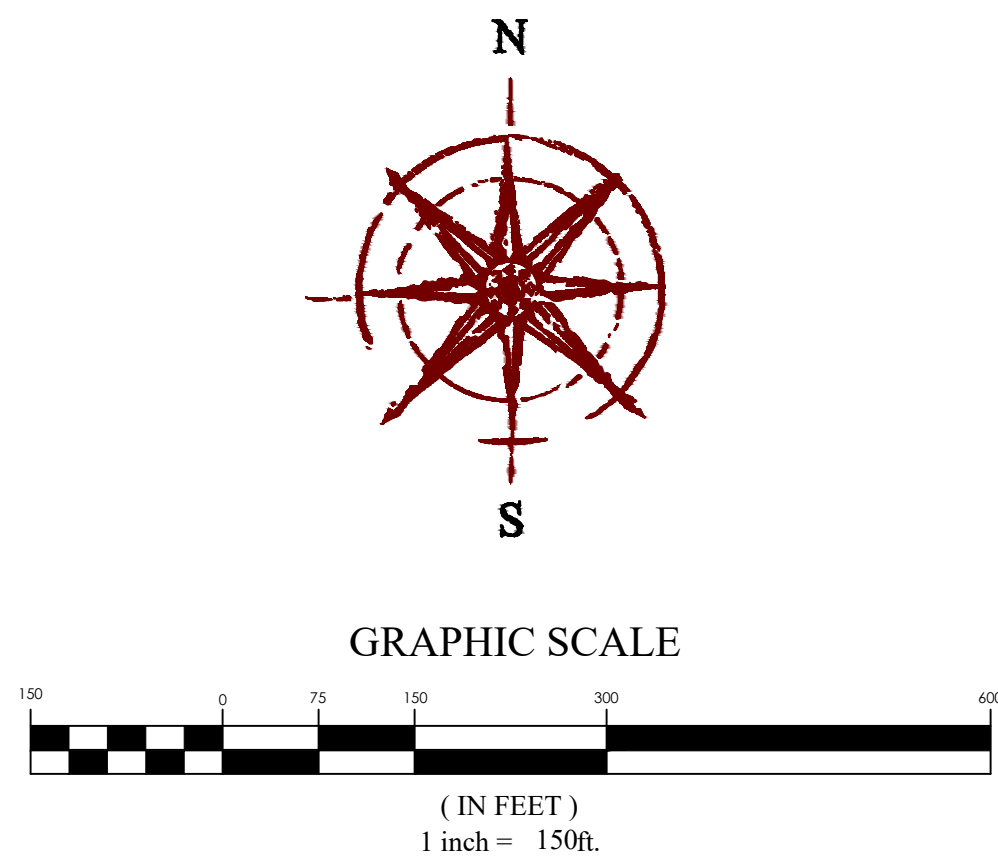








50' LOT



DESERET PEAK lot setback exhibit

GRANTSVILLE CITY, TOOELE COUNTY
9/29/2022



OPEN SPACE LEGEND		ACREAGE
REQUIRED OPEN SPACE		11.9 ACRES (10%)
	OPEN SPACE - SINGLE FAMILY	4 ACRES
	OPEN SPACE - MULTI FAMILY	5.5 ACRES
	PROGRAMMED OPEN SPACE	3.2 ACRES
		TOTAL = 12.7 ACRES (10.7%)
	CORRIDOR OPEN SPACE	.89 ACRES
	RETENTION POND	4.3 ACRES
	PEDESTRIAN CONNECTIVITY	15.0 MILES



DESERET PEAK open space exhibit

GRANTSVILLE CITY, TOOELE COUNTY
9/29/2022

DESERET PEAK development standards

GRANTSVILLE CITY, TOOELE COUNTY
9/29/2022

	DESERET COMMONS - GRANTSVILLE, UT											
	Development Standards											
Code Requirement	R-1-21 SFD	RM-15 SFD	Mixed Use - Comm	Mixed Use – Multifamily	Mixed Use - SFD	Deseret Peak SFD 34-ft Lot	Deseret Peak SFD 45-ft Lot	Deseret Peak SFD 50-ft Lot	Deseret Peak SFD 65-ft Lot	Deseret Peak Townhomes	Deseret Peak Multifamily	Deseret Peak Commercial
Maximum Density		15 DU/Ac		15 DU/ac 4)		10 DU/Ac	8 DU/Ac	6 DU/Ac	5 DU/Ac	15 DU/Ac	15 DU/Ac	
Minimum Lot Size	21,780 SF (1/2 ac)	8,000 SF 10,000 SF Corner Lots	½ acre	7,000 SF 1 st unit + 4,000 SF for each additional ground level unit in the structure. Lot size for units in a structure on a corner is 10,000 SF	4,000 SF	2,890 SF (34' x 85')	4,050 SF (45' x 90')	5,000 SF (50'x100')	7,150 SF	1,540 Per attached home (22' x 70')	NA	TBD
Minimum Lot Frontage ⁽¹⁾	70-feet	60-feet	100-feet	50-feet	50-feet	34-feet	45-feet	50-feet	65-feet	22-feet	NA	
Minimum Yard Setbacks												
Front Yard	40-feet	25-feet	25-feet ⁽⁵⁾	25-feet ⁽⁵⁾	25-feet ⁽⁵⁾	10-feet	20-feet	20-feet	20-feet	10-feet	See distance between structures	
Rear Yard												
- Main Building	30-feet	20-feet	20-feet	20-feet	20-feet	5-feet rear loaded garage	10-feet	10-feet	10-feet	5-feet rear loaded garage	See distance between structures	TBD
-Accessory Bldg.	1-foot	1-foot	7.5-feet	7.5-feet	7.5-feet	NA	NA	NA	NA	NA		
Side Yard												
-Main Building ⁽³⁾	5(2)/15 feet	7.5-feet	7.5/10-feet ⁽²⁾	20-feet ⁽²⁾	7.5/10-feet ⁽²⁾	5-feet	5-feet	5-feet	5-feet	0-feet on attached side; 5-feet on end units	See distance between structures	TBD
-Accessory Bldg.	1-foot	4-feet ⁽²⁾	7.5-feet	7.5-feet	7.5-feet	NA	NA	NA	NA			
-Corner Side Yard	2 front yards and 2 side yards required	2 front yards and 2 side yards required	25-feet each side on the street 10-feet other two sides	2 front yard setback	25-feet each side on the street 10-feet other two sides	10-feet	10-feet	10-feet	10-feet	10-feet		
Building Height	35 feet or basement and two (2) floors (whichever is less)	35-feet	35-feet ⁽⁴⁾	35-feet or 2-stories whichever is less	35-feet	35-feet	35-feet	35-feet	35-feet	35-feet	35-feet	

Minimum Distance between structures in the same lot	NA			30-feet	NA					15-feet	30-feet between structures on a common lot	TBD
Maximum Building Coverage	20%	50%	NA	NA	NA	75%	55%	55%	55%	90%	75%	
Open Space Requirement ⁽⁷⁾	10%	10%				15 %					TBD	TBD
Landscape Requirement	NA	NA	25% of total Project area	25% of total Project area	25% of total Project area	15%					TBD	TBD
Minimum dwelling size	NA			900 SF of Living space	NA							NA
Parking	2 spaces per dwelling unit	2 spaces per dwelling unit	4.1 spaces per 1,00 SF of gross floor area	2 spaces per du+ Guest parking ⁽⁶⁾	2 spaces per dwelling unit							4.1 spaces per 1,00 SF of gross floor area
Perimeter buffer	NA				30-feet along HWY 112					20-feet adjacent to collector street Lamb Ln.	30-feet along HWY 112	NA

FOOTNOTES

- (1) Minimum frontage (at property line on a public street or an approved private street)
(2) Setbacks shall be listed or match the easement width, whichever is greater
(3) Side Setback each side
(4) Heights of 3-stories above grade and 15 DU/Ac may be approved with special considerations of landscaping, buffering and architectural design that fit the scale of the surrounding neighborhood
(5) Front setback may be reduced to 12-feet if the garage is setback from the front plane of the home, but in no case can the garage be closer than 20-feet to the front property line
(6) Parking for the first ten (10) units shall provide one (1) separate designate visitor parking stall per dwelling unit. For each unit over the first ten (10) dwelling units, one (1) additional parking stall for each two (2) dwelling units shall be provided. For any partial stalls calculated, the applicant shall round up to the next whole number of stalls.
(7) Open space is based on an overall project wide basis

Permitted Encroachments (subject to building code requirements)

- Encroachments within all setbacks of up to two (2) feet are allowed for roof eaves/overhangs, brick ledges, bay/box windows, fireplaces/chimneys, entertainment center bump outs, counterforts, cantilevers, exterior post/columns, solar panels, mechanical equipment including HVAC, brick ledges, light fixtures, and like features may be closer than 2-feet to the property line.
- Encroachments within all setbacks of up to three -six inches (3’–6”) is allowed for window wells, and like features of the structure.
- Ramps for handicap accessibility may encroach as needed.
- Stairs or steps from the home may encroach to the back of sidewalk outside of the private lot and including encroachments into public rights of way.
- Decks and covered patios may encroach up to seven (7) feet into the rear setback with the provision they are never enclosed.
- Only decks and covered patios less than 30-inches above grad may encroach into the side yard setback but must be a minimum of one-foot (1foot) from the side property line with the provision they are never enclosed.
- Permitted encroachments with the exception of concrete flatwork or pavers, may not be located in any easement.
- Steps, walks, screen walls, trash structures, structures used for ADA compliance and life safety measures are excluded from setback restrictions.

AGENDA ITEM #2

Discussion of Master
Development Agreement for
Harvest Meadows.

WHEN RECORDED, RETURN TO:

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

**GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
HARVEST MEADOWS SUBDIVISION**

THIS MASTER DEVELOPMENT Agreement (“**Agreement**”) is made and entered as of the _____ day of _____, 2022, by and between Grantsville City, a municipal corporation of the State of Utah (“**City**”) and Andy Lewis, Greg DeHaan, and Scooter II, LLC, a limited liability company of the State of Utah (“**Developer**”).

RECITALS

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

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

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following, incorporating by reference the prior recitals as if fully set forth herein:

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, including Addenda added after this Agreement is executed.
- 1.2. **Applicant** means a person or entity submitting a Development Application.
- 1.3. **Buildout** means the completion of all of the development in each phase of the entire Project in accordance with this Agreement.
- 1.4. **City** means Grantsville City, a political subdivision of the State of Utah.
- 1.5. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.
- 1.6. **Council** means the elected City Council of the City.
- 1.7. **Default** means a breach of this Agreement as specified herein.
- 1.8. **Developer** means Andy Lewis, Greg DeHaan, and Scooter II, LLC and his/its successors/assignees as permitted by this Agreement.
- 1.9. **Development** means the development of any portion of the Property pursuant to an approved Development Application.
- 1.10. **Development Application** means an application to the City for development of a portion of the Project or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), and approved by the City, subdividing any portion of the Project.
- 1.12. **GLUDMC** means the Grantsville Land Use Management and Development Code.
- 1.13. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2005), *et seq.*
- 1.14. **Maximum Residential Units** means the development on the Property of Harvest Meadows Subdivision, ninety-six (96) Residential Dwelling Units
- 1.15. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.
- 1.16. **Party/Parties** means, in the singular, Developer or the City; in the plural Developer and the City.
- 1.17. **Final Plat** means the final plat for the development of the Project, which has been approved by the City and which is attached as Exhibit "B."
- 1.18. **Project** means the residential subdivision to be constructed on the Property, in phases, pursuant to this Agreement with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this Agreement.
- 1.19. **Property** means the real property owned by and to be developed by Developer more fully described in Exhibit A.
- 1.20. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application.

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

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

2. **Development of the Project.**

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

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

3. **Vested Rights.**

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

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

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

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

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

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

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

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

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

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2020).

4. **Term of Agreement.** Unless earlier terminated as provided for herein, the term of this Agreement shall be until January 31, 2027. If Developer has not been declared to be currently in Default as of January 31, 2027, then this Agreement shall be automatically extended until January 31, 2032. This Agreement shall also terminate automatically at Buildout.

5. **Addenda** Addendum No. 1 contains the provisions of this Agreement that are specific to the development of the Project. Any future phases of the Project may require added addenda. If there is a conflict between this Agreement and Addendum No. 1 or any future addenda, then Addendum No. 1 and the future addenda shall control.

6. **Public Infrastructure.**

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

6.2. **Responsibility Before Acceptance.** Developer shall be responsible for all Public Infrastructure covered by this Agreement until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City. The City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the Public Infrastructure, nor shall any officer or employee thereof, be liable for any persons or property injured by reason of said Public Infrastructure; all of such liabilities shall be assumed by the Developer.

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

6.4. **Timing of Completion of Public Infrastructure.** In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the required Public Infrastructure for each phase shall be completed within one year after the City Council grants final plat approval for that phase and prior to recordation of the mylar for that phase. Upon a showing of good and sufficient cause by Developer the City shall, in accordance with the provisions of GLUDMC, extend the time of performance if requested prior to expiration of the completion date.

6.5. **Bonding.** In connection with any Development Application, Developer shall provide bonds or other development security, including warranty bonds, to the extent

required by GLUDMC, unless otherwise provided by Utah Code § 10-9a-101, *et seq.* (2005), as amended. The Applicant shall provide such bonds or security in a form acceptable to the City or as specified in GLUDMC. Partial releases of any such required security shall be made as work progresses based on GLUDMC.

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

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

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

8. **Default.**

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

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

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

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

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

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

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

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

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

8.4. **Public Meeting.** Before any remedy in Section 8.3 may be imposed by the City,

the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

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

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

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

To the Developer:
Greg DeHaan

To the City:

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

10. **Dispute Resolution.** Any disputes shall be resolved pursuant to Addendum No. 2.

11. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits are hereby incorporated into this Agreement.

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

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

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

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

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

party.

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

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

14.5. **Complete Assignment.** Developer may request the written consent of the City of an assignment of Developer's complete interest in this Agreement, which consent shall not be unreasonably withheld. In such cases, the proposed assignee shall have the qualifications and financial responsibility necessary and adequate, as required by the City, to fulfill all obligations undertaken in this Agreement by Developer. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the City gives its written consent to the assignment, Developer shall be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

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

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

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

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

19. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this Agreement, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Developer. The initial representative for the City shall be the City Manager. The initial representative for

Developer shall be Andy Lewis. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this Agreement and the development of the Project.

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

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

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

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

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

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

26. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land.

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

28. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. 2022-24 adopted by the City on May 4th, 2022.

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

DEVELOPER
ANDY LEWIS CONSTRUCTION

GRANTSVILLE CITY

By: _____
Its: _____

By: Jesse Wilson
Its: City Manager

DEVELOPER
GREG DeHAAN

By: _____
Its: _____

DEVELOPER
SCOOTER II, LLC

By: _____
Its: _____

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF TOOELE)

On the ____ day of _____, 2022 personally appeared before me Jesse Wilson who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, a _____ 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: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the _____ day of _____, 20__, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, 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: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

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

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

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

Exhibit "A"
Legal Description of Property

Exhibit “B”
Final Plat

**HARVEST MEADOWS SUBDIVISION
ADDENDUM NO.1**

TERMS

1. **Definitions.** The capitalized terms used in this Addendum No. 1 shall have the meanings set forth in the MDA unless otherwise specified herein.
2. **Modifications to GLUDMA and Other City Standards.** The City has agreed to the following exceptions to the GLUDMA and Grantsville City Construction Standards and Specifications:
 - a. The Development complies with GLUDMA and other City Standards.
3. **Offsite Improvements:**
 - a. Street Improvements: The Developer shall construct a ADA accessible pedestrian crossing at the intersection of Quirk Street and Axe Handle Drive to connect with the existing trail located on the west side of Quirk Street as part of Phase 1. The pedestrian crossing includes a contiguous hard surface pathway from the intersection to the trail, cross walk stripping, and warning signage and pedestrian crossing signals with hand activated solar power LED flashing beacons.
4. **Open Space:**
 - a. The Developer shall provide Grantsville City a fee-in-leu for the raw ground (undeveloped) value of 6.35 acres also described as 10% of the total parcel acreage at a value of \$ 508,000 The funds shall be deposited with Grantsville City at an equivalent of \$ 5,291 per lot per phase (\$ 508,000 divided by 96 lots) prior to recording of each phase.
 - b. Grantsville City shall utilize the fee in leu open space funds provided by the Developer for procurement and/or improvement of open space, parks, and/or trails within ½ mile of the proposed development.
 - c. Grantsville City shall utilize the fee in leu open space funds provided by the Developer for procurement and/or improvement of open space, parks, and/or trails within ½ mile of the proposed development.
5. **Construction Coordination:**
 - a. The Developer shall provide the City 48 hours' notice to coordinate with the City prior to working on or around existing City water and sewer infrastructure.
 - b. All connections to City water and sewer infrastructure shall be inspected by the City prior to back-filling.
 - c. The Developer shall request inspections at least 48 hours prior to the day the Contractor desires the inspection to occur.
 - d. The Developer shall request disinfection testing at least 48 hours prior to the day the Contractor desires the testing to occur.

Addendum No. 2
(Dispute Resolution)

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

2. **Mediation.**

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

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

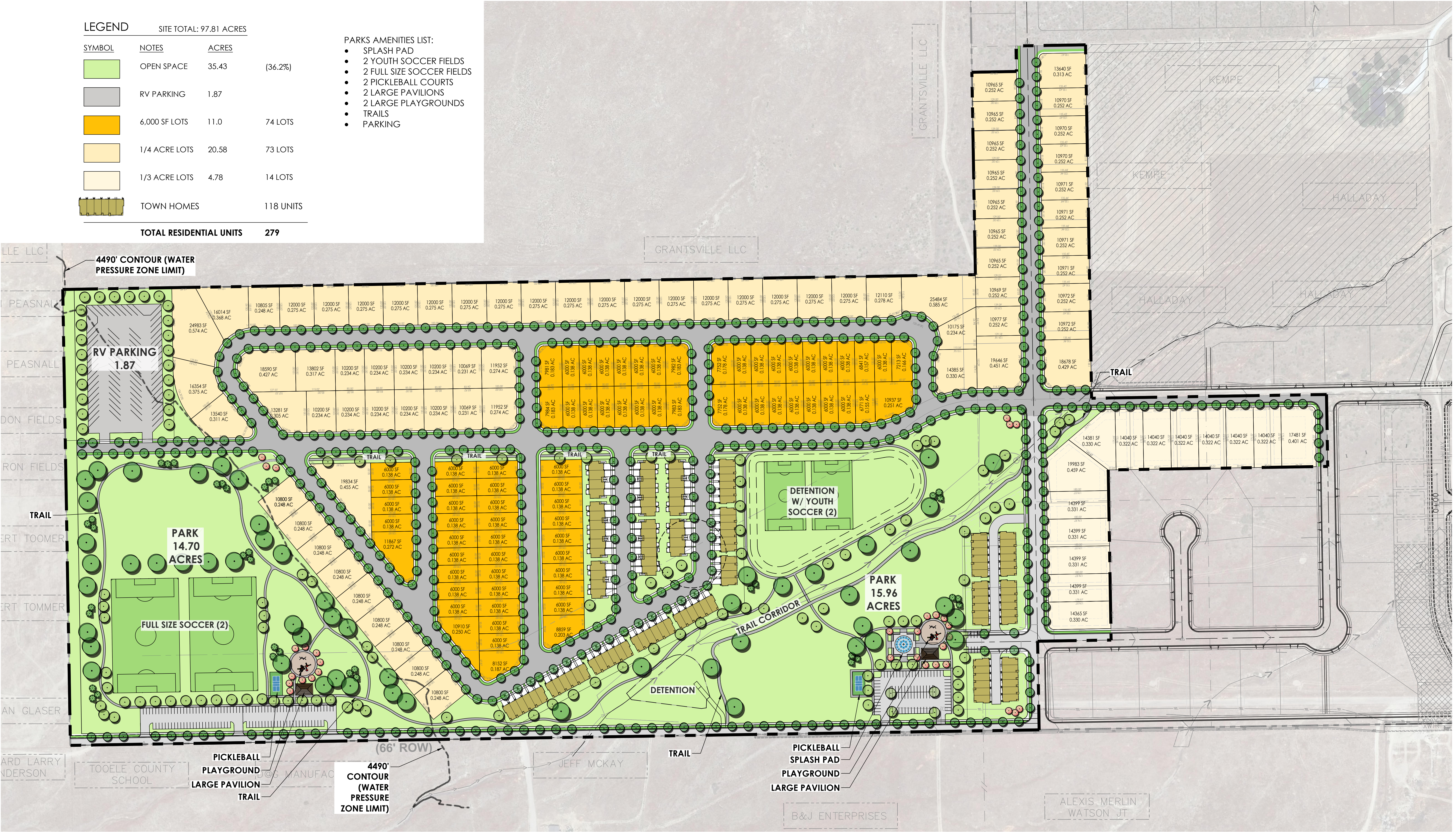
AGENDA ITEM #3

Discussion of Concept Plan for
Sun Sage Terraces Phase 3-5.

LEGEND

SYMBOL	NOTES	ACRES	
	OPEN SPACE	35.43	(36.2%)
	RV PARKING	1.87	
	6,000 SF LOTS	11.0	74 LOTS
	1/4 ACRE LOTS	20.58	73 LOTS
	1/3 ACRE LOTS	4.78	14 LOTS
	TOWN HOMES		118 UNITS
TOTAL RESIDENTIAL UNITS		279	

- PARKS AMENITIES LIST:
- SPLASH PAD
 - 2 YOUTH SOCCER FIELDS
 - 2 FULL SIZE SOCCER FIELDS
 - 2 PICKLEBALL COURTS
 - 2 LARGE PAVILIONS
 - 2 LARGE PLAYGROUNDS
 - TRAILS
 - PARKING



AGENDA ITEM #4

Report from City Council Liaison
Mayor Critchlow

AGENDA ITEM #5

Adjourn