



**Nov. 16, 2023**

**Planning Commission  
Meeting**

**Information Packet**

## **PLEDGE OF ALLEGIANCE**

## **ROLL CALL**

## **PUBLIC HEARING:**

- a) Zone Change for C-N Zone to allow “Restaurants, with drive through facilities” with a Conditional Use Permit
- b) Plat Amendment for Lakeview Phase 2

## **AGENDA:**

1. Consideration to Recommend Approval of Third Amendment to Development Agreement for Lakeview Business Park West
2. Discussion of Plat Amendment for Lakeview Phase 2
3. Discussion of Zone Change for C-N Zone to allow “Restaurants, with drive through facilities” with a Conditional Use Permit.
4. Discussion of Master Development Agreement for Harvest Meadow Subdivision
5. Presentation of Concept Plan for South Coastal Commercial at 454 E Main St.
6. Approval of minutes from July 20, 2023 Planning Commission meeting
7. Report from City Council liaison Mayor Critchlow
8. Adjourn

# **AGENDA ITEM #1**

Consideration to Recommend Approval of  
Third Amendment to Development Agreement  
for Lakeview Business Park West



## Planning and Zoning

336 W. Main Street • Grantsville, UT 84029

Phone: (435) 884-1674 • Fax: (435) 884-0426

Permit # 2023141

# Third Amendment to Development Agreement for Lakeview Business Park West Summary and Recommendation

**Parcel ID:** 22-037-0-0002, **Meeting Date:** November 2, 2023  
01-134-0-0010, and others

**Property Address:** 242 South Sheep Lane, **Current Zone/Proposed Zone** MG  
Grantsville

**Applicant Name:** RG Lakeview, LLC  
**Request:** Bryan Economy, Dominion Engineering  
**Prepared by:** Cavett Eaton

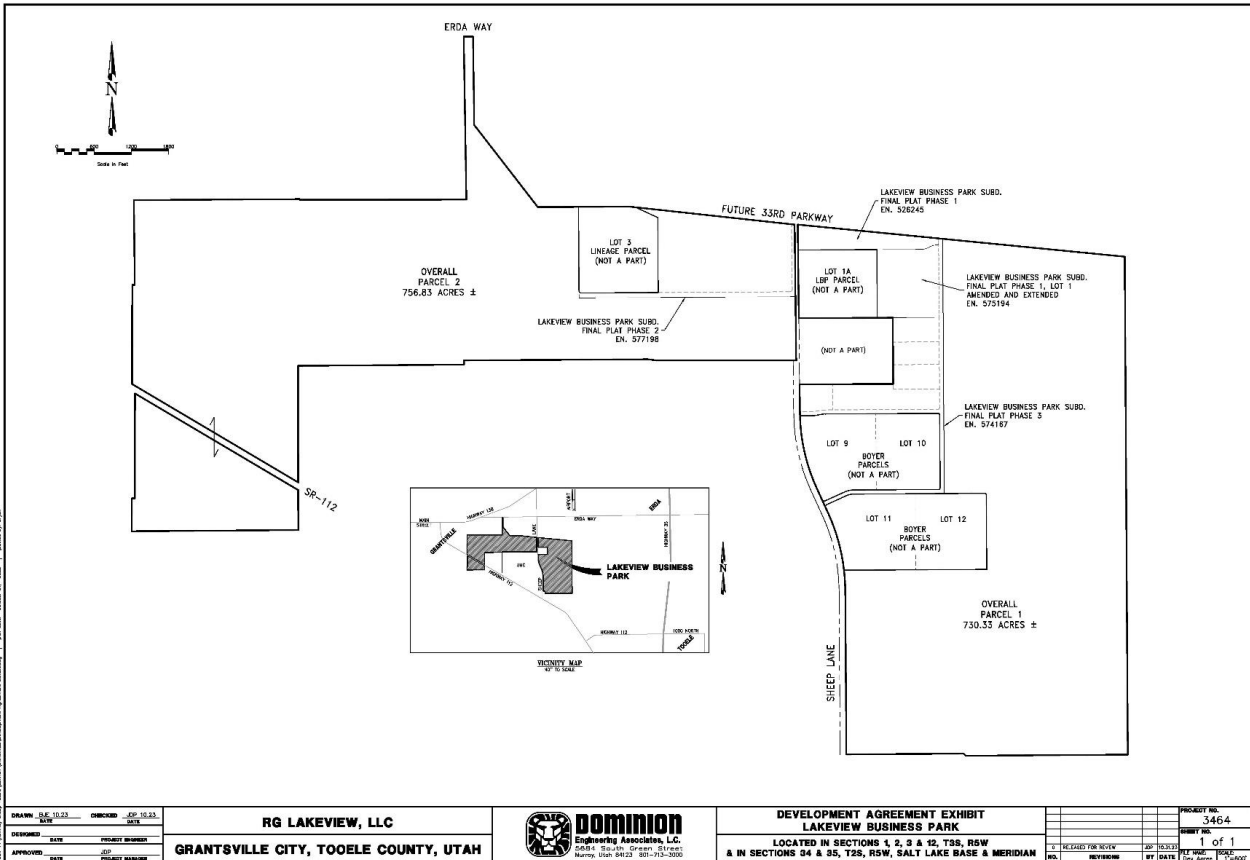
## PROJECT DESCRIPTION

### Third Amendment to Development Agreement for Lakeview Business Park West

This is a request to amend the current Development Agreement with Lakeview Business Park and Grantsville City.

The amendment to the Development Agreement would provide RG Lakeview, LLC, the developer, to process "Subdivision plat amendments and vacations within the Developer's Property" through Grantsville City's planning staff, acting as the "land use authority". This amendment would not require review or approval by the City Council or City Planning Commission for any subdivision plan amendments or vacations within Lakeview Business Park. If approved, the City Council would approve this Amendment by enacting and publishing an ordinance.

## SITE & VICINITY DESCRIPTION



## ISSUES OF CONCERN/PROPOSED MITIGATION

\* No New Updates from Lakeview as of 11/9/23

### Third Amendment to Development Agreement for Lakeview Business Park

(Proposed Amendment Number 2)

2. Plat Amendments. Subdivision plat amendments and vacations within the Developer's Property will be performed by the City's planning staff, acting as the "land use authority" under Utah Code Ann. § 10-9a-101, et seq., and do not require review or approval by the City Council or City Planning Commission. Subdivision plat amendments shall be approved by planning staff if the proposed plat amendment satisfies the requirements set forth in Utah Code § 10-9a-609 and Section 21.8.1 of the City's Land Use, Development, and Management Code. The City Council shall approve this Amendment by enacting and publishing an ordinance.

## CITY AND STATE CODE CONSIDERATIONS

### As per GLUDMC, Chapter 2 Definitions

(149) IMPROVEMENTS AGREEMENT (DEVELOPMENT AGREEMENT). An agreement between Grantsville City and a developer, wherein the developer agrees to install improvements

---

required by this Code, subdivision regulations, or by the Planning Commission and/or City Council for the necessary proper development of the proposed land development.

**Utah Code § 10-9a-609**

<b>Index</b>	<b>Utah Code</b>
<b>Title 10</b>	<b>Utah Municipal Code</b>
<b>Chapter 9a</b>	<b>Municipal Land Use, Development, and Management Act</b>
<b>Part 6</b>	<b>Subdivisions</b>
<b>Section 609</b>	<b>Land use authority approval of vacation or amendment of plat -- Recording the amended plat (Effective 5/14/2019)</b>

Effective 5/14/2019

**10-9a-609.** Land use authority approval of vacation or amendment of plat -- Recording the amended plat.

- (1) The land use authority may approve the vacation or amendment of a plat by signing an amended plat showing the vacation or amendment if the land use authority finds that:
  - (a) there is good cause for the vacation or amendment; and
  - (b) no public street or municipal utility easement has been vacated or amended.
- (2)
  - (a) The land use authority shall ensure that the amended plat showing the vacation or amendment is recorded in the office of the county recorder in which the land is located.
  - (b) If the amended plat is approved and recorded in accordance with this section, the recorded plat shall vacate, supersede, and replace any contrary provision in a previously recorded plat of the same land.
- (3)
  - (a) A legislative body may vacate a subdivision or a portion of a subdivision by recording in the county recorder's office an ordinance describing the subdivision or the portion being vacated.
  - (b) The recorded vacating ordinance shall replace a previously recorded plat described in the vacating ordinance.
- (4) An amended plat may not be submitted to the county recorder for recording unless it is:
  - (a) signed by the land use authority; and
  - (b) signed, acknowledged, and dedicated by each owner of record of the portion of the plat that is amended.
- (5) A management committee may sign and dedicate an amended plat as provided in Title 57, Chapter 8, Condominium Ownership Act.
- (6) A plat may be corrected as provided in Section 57-3-106.

Amended by Chapter 384, 2019 General Session

---

### **GLUDMC 21.8.1 Vacating Or Changing A Subdivision Plat**

(1) Subject to Section 21.8.3, and provided that notice has been given pursuant to Section 1.18, the City Council may, with or without a petition, consider and resolve any proposed vacation, alteration, or amendment of a subdivision plat, any portion of a subdivision plat, or any lot contained in a subdivision plat.

(2) If a petition is filed, the City Council shall hold a public hearing within 45 days after the petition is filed or, if applicable, within 45 days after receipt of the planning commission's recommendation under Subsection (3), if:

(a) any owner within the plat notifies the City of their objection in writing within ten days of mailed notification; or

(b) a public hearing is required because all of the owners in the subdivision have not signed the revised plat.

(3) The planning commission shall consider and provide a recommendation for a proposed vacation, alteration, or amendment under Subsection (1) before the City Council takes final action. The planning commission shall give its recommendation within 30 days after the proposed vacation, alteration, or amendment is referred to it, or as that time period is extended by agreement with the applicant.

(4) The public hearing requirement of Subsection (1) does not apply and the City Council may consider at a public meeting an owner's petition to alter a subdivision plat if the petition seeks to join two or more of the owner's contiguous, residential lots and notice has been given pursuant to local ordinance.

(5) Each request to vacate or alter a street or alley, contained in a petition to vacate, alter, or amend a subdivision plat, is also subject to Section 21.8.3.

(6) Any fee owner, as shown on the last county assessment rolls, of land within the subdivision that has been laid out and platted as provided in this part may, in writing, petition to have the plat, any portion of it, or any street or lot contained in it, vacated, altered, or amended as provided in this section and Section 21.8.3.

(7) Each petition to vacate, alter, or amend an entire plat, a portion of a plat, or a street or lot contained in a plat shall include:

(a) the name and address of all owners of record of the land contained in the entire plat;

(b) the name and address of all owners of record of land adjacent to any street that is proposed to be vacated, altered, or amended; and

(c) the signature of each of these owners who consents to the petition.

(8) The owners of record of adjacent parcels that are described by either a metes and bounds description or a recorded plat, may exchange title to portions of those parcels, if the exchange of title is approved by the Zoning Administrator in accordance with this Subsection. The Zoning Administrator is designated as the land use authority for the purpose of reviewing and approving boundary line adjustments pursuant to the provisions of this subsection and Utah Code Ann. Section §10-9a-608(7) (2014). The Zoning Administrator shall approve an exchange of title under this Subsection if no new dwelling lot or housing unit will result from the exchange of title; and the exchange of title will not result in a violation of any land use ordinance. If an exchange of title is approved under this Subsection, a notice of approval shall be recorded in the office of the county recorder which is executed by each owner included in the exchange and by the Zoning Administrator, contains an acknowledgment for each party executing the notice in accordance with the provisions of Utah Code Ann. §57-

---

2a (1988 – 2007), Recognition of Acknowledgments Act, recites the descriptions of both the original parcels and the parcels created by the exchange of title and contains a certificate of approval by the City, signed by the Zoning Administrator and attested by the City Recorder. A conveyance of title reflecting the approved change shall be recorded in the office of the county recorder. A notice of approval recorded under this subsection does not act as a conveyance of title to real property and is not required for the recording of a document purporting to convey title to real property.

(9)

(a) The name of a recorded subdivision may be changed by recording an amended plat making that change, as provided in this section and subject to Subsection (9)(c).

(b) The surveyor preparing the amended plat shall certify that the surveyor:

(i) holds a license in accordance with Utah Code Ann. §58-22 (1994 – 2017), Professional Engineers and Professional Land Surveyors Licensing Act;

(ii) has completed a survey of the property described on the plat in accordance with Utah Code Ann. Section §17-23-17 (2016) and has verified all measurements; and

(iii) has placed monuments as represented on the plat.

(c) An owner of land may not submit for recording an amended plat that gives the subdivision described in the amended plat the same name as a subdivision in a plat already recorded in the county recorder's office.

(d) Except as provided in Subsection (9)(a), the recording of a declaration or other document that purports to change the name of a recorded plat is voidable. (Utah Code Ann. §10-9a-608 (2014))

#### 21.8.2 City Council Consideration Of Petition To Vacate Or Change A Plat

(1) If the City Council is satisfied that the public interest will not be materially injured by the proposed vacation, alteration, or amendment, and that there is good cause for the vacation, alteration, or amendment, the land use authority may vacate, alter, or amend the plat or any portion of the plat, subject to Section 21.8.3.

(2) The City Council may approve the vacation, alteration, or amendment by signing an amended plat showing the vacation, alteration, or amendment.

(3) The City Council shall ensure that the amended plat showing the vacation, alteration, or amendment is recorded in the office of the county recorder in which the land is located.

(4) If an entire subdivision is vacated, the City Council shall ensure that a resolution containing a legal description of the entire vacated subdivision is recorded in the county recorder's office. (Utah Code Ann. §10-9a-609 (2014))

---

### **PLANNING COMMISSION RESPONSE**

---

In the Planning Commission meeting on Nov. 2, 2023 Thane Smith presented this item. The concluding discussions were centered around Lakeview Business Park coming back to the Planning Commission with revisions to the Amended Development Agreement that would include wording that would limit the authority of the City Planning Department to modify all aspects of the Development. But, at the same time, give them the ability to approve items in a timely manner that would facilitate a faster approval process for Lakeview Business Park to satisfy the needs of prospective buyers.



---

## **PLANNING STAFF ANALYSIS**

---

It is becoming more common in our daily interaction with developers, that they feel they need to have a quicker turn around on projects. To shorten the time frame they are requesting only staff approval on development processes. We are seeing this in recent legislative action on the Hill.

---

## **PLANNING STAFF RECOMMENDATION**

---

City Staff feels that it is important that the Planning Commission and the City Council are kept informed as to any changes made with this property and all recorded properties in Grantsville City now and in the future. Bypassing these Administrative and Legislative Bodies within Grantsville City with a staff approval process reduces the decision making processes we have in place that provide a diversified and experienced perspective and a more complete informed decision.

# **AGENDA ITEM #2**

Discussion of Plat Amendment for Lakeview  
Phase 2



## Planning and Zoning

336 W. Main Street • Grantsville, UT 84029

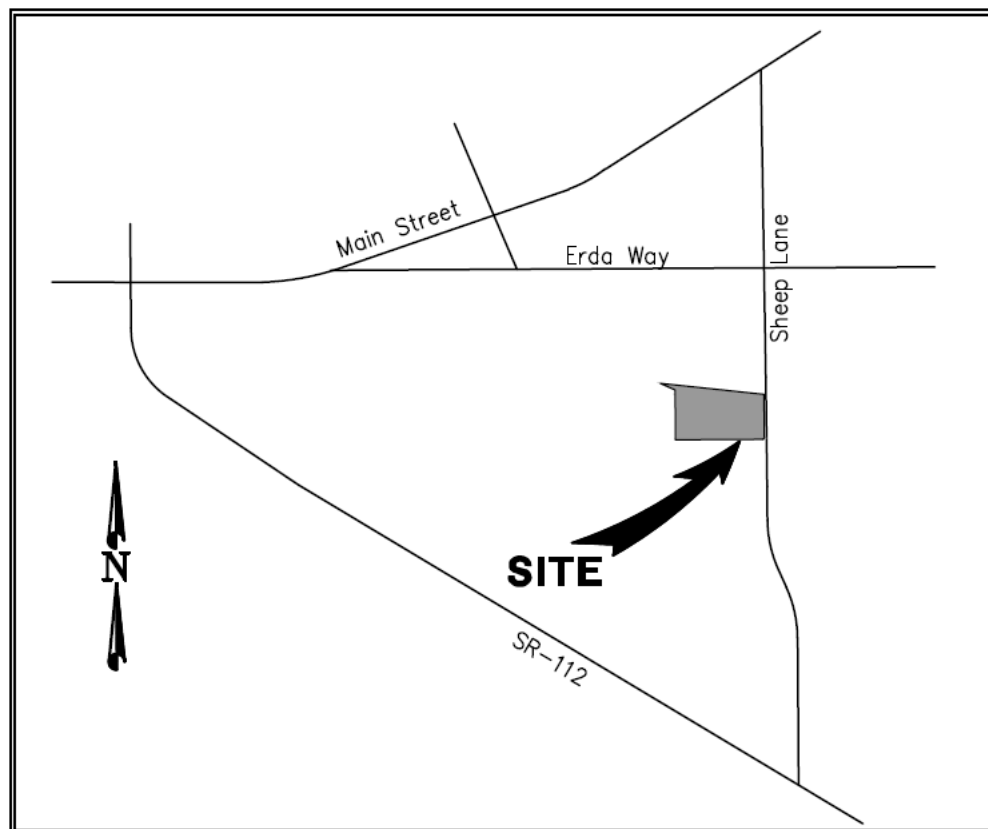
Phone: (435) 884-1674 • Fax: (435) 884-0426

Permit# 2023137

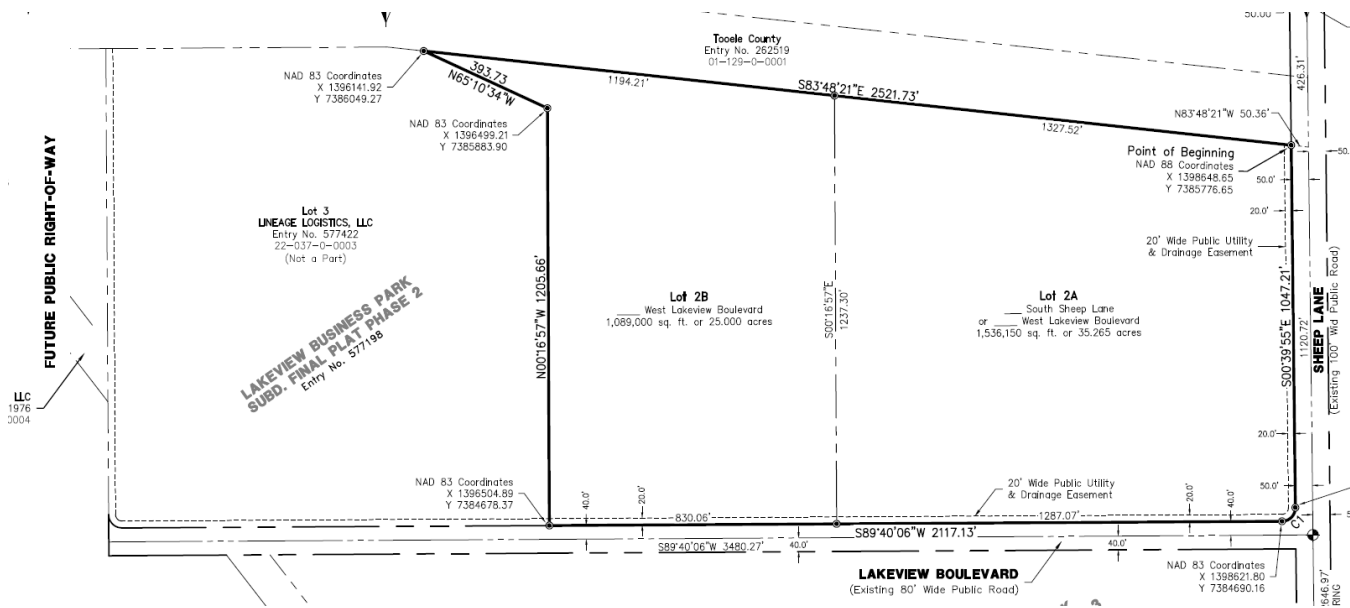
# Lakeview Business Park Subdivision Phase 2, Lot 2 Amended Plat Summary and Recommendation

Parcel ID:	22-037-0-0002	Meeting Date:	Nov. 16, 2023
Property Address:	242 South Sheep Ln.	Current Zone/Proposed Zone	MG-EX
Applicant Name:	RG Lakeview, LLC		
Request:	Split lot 2, Phase 2		
Prepared by:	Cavett Eaton		

## SITE & VICINITY DESCRIPTION



Vicinity Map  
1" = 4000'



ISSUES OF CONCERN/PROPOSED MITIGATION

None.

NEIGHBORHOOD RESPONSE

None as of the completion of this report.

PLANNING STAFF ANALYSIS

Splitting this larger lot in the Lakeview Business Park to accommodate a potential buyer poses a relatively benign impact on this development overall. In order for the owners to be flexible and accommodating to potential business interests and considering the current economic challenges, client driven adjustments of this type are often necessary and will continue to strengthen Economic Development within Grantsville City.

PLANNING STAFF RECOMMENDATION

The Planning Staff recommends approving this request.

## **AGENDA ITEM #3**

Discussion of Zone Change for C-N Zone to allow “Restaurants, with drive through facilities” with a Conditional Use Permit



## Planning and Zoning

336 W. Main Street • Grantsville, UT 84029

Phone: (435) 884-1674 • Fax: (435) 884-0426

---

Planning Staff

---

## Discussion of Zone Change for C-N Zone to allow Restaurants, with drive through facilities with a Conditional Use Permit

Parcel ID:	N/A	Meeting Date:	Nov. 16, 2023
Property Address:	Grantsville Utah	Current Zone/Proposed Zone	C-N

### Applicant Name:

Request: Modify **GLUDMC, 16.8 Codes And Symbols And Use Table 16.1** to allow all properties in the C-N Zoning District to allow with a Conditional Use Permit Restaurants, with drive through facilities with a Conditional Use Permit

Prepared by: Cavett Eaton

---

## NEIGHBORHOOD RESPONSE

---

No responses at the creation of this Report.

---

## PLANNING STAFF ANALYSIS

---

There are approximately 14 properties in the Grantsville City limits that are within the C-N Zoning District. Most of them have frontage on Main Street. Recently, Grantsville has been approached by popular fast food establishments looking for locations to build their facilities. The commercially zoned properties on our main corridor are limited. This action would help create and support a stronger Downtown Business District. Providing for this allowance, with a Conditional Use Permit, approved by Grantsville Planning Commission, would open more locations for development of these commercial businesses and support our General Plan. Encouraging Economic Development and Providing Quality Services will help us slow the financial migration to businesses outside of our City Limits.

**Request:** Zone Change for C-N Zone to allow “Restaurants, with drive through facilities” with a CUP

**Before**

**GLUDMC, 16.8 Codes And Symbols And Use Table 16.1**

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	-	P	P	C	-	-	-
Boat/Recreational Vehicle Sales and Service	-	P	P	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	-	P	P	C	P	P	-
Restaurants, without drive through facilities	C	P	P	C	P	P	-
Retail Goods Establishments	C	P	P	C	-	-	-

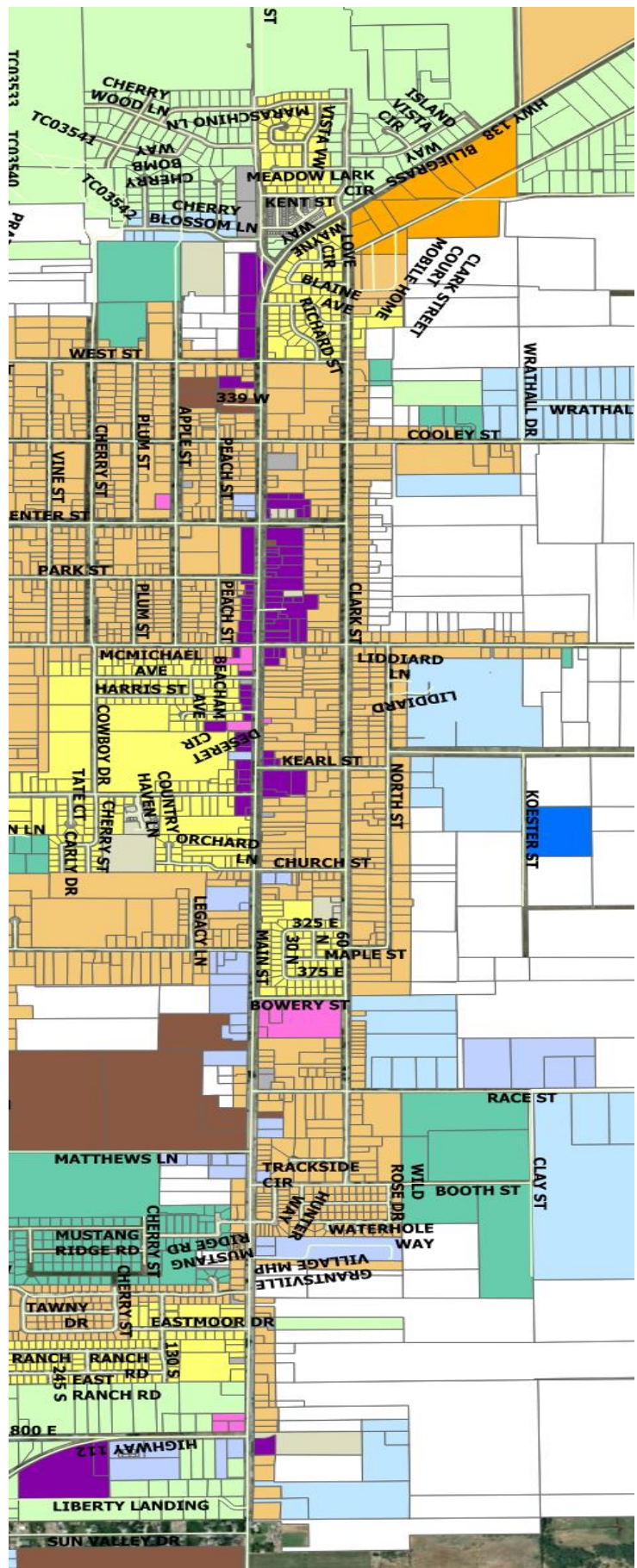
**GLUDMC, 16.8 Codes And Symbols And Use Table 16.1 (revised)**

**After**

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	-	P	P	C	-	-	-
Boat/Recreational Vehicle Sales and Service	-	P	P	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	<b>C</b>	P	P	C	P	P	-
Restaurants, without drive through facilities	C	P	P	C	P	P	-
Retail Goods Establishments	C	P	P	C	-	-	-

**Request:** Zone Change for C-N Zone to allow “Restaurants, with drive through facilities” with a CUP

LEGEND			
	A-10		CN
	RR-5		CS
	RR-2.5		CG
	RR-1		CD
	R-1-21		MD
	R-1-12		MG
	R-1-8		MG-EX
	RM-7		PUD
	RM-15		MU





# **AGENDA ITEM #4**

Discussion of Master Development Agreement  
for Harvest Meadow Subdivision



## Planning and Zoning

336 W. Main Street • Grantsville, UT 84029

Phone: (435) 884-1674 • Fax: (435) 884-0426

### Development Agreement

## Master Development Agreement for Harvest Meadow Subdivision

**Parcel ID:** 16-075-0-004A  
**Property Address:** 948 S QUIRK ST

**Meeting Date:** November 16<sup>th</sup>, 2023  
**Current Zone/Proposed Zone** R-1-21

**Applicant Name:** ANDY LEWIS CONSTRUCTION LLC  
**Request:** Andy Lewis  
**Prepared by:** Cavett Eaton

### PROJECT DESCRIPTION

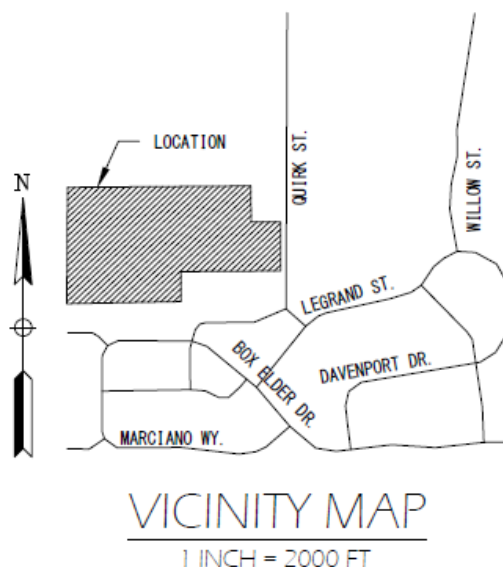
This is the modified and improved Development Agreement for Harvest Meadow Subdivision.

Notes from City Council Minutes

#### 2022.11.16 City Council Regular Meeting

Consideration of Resolution 2022-73 approving the Development Agreement for the Harvest Meadows Subdivision  
This item was pulled prior to the meeting

### SITE & VICINITY DESCRIPTION



## PLANNING STAFF ANALYSIS

---

It is the understanding of City Staff that Quirk Street road improvements for a deceleration lane was requested as part of this development. Although this turn lane was not required by a traffic study, the developer agreed with the City that it was a good idea for the proposed 95 lots. The developer is requesting a credit through impact fees in each of the phases.

See #7. Upsizing/Reimbursements to Developer. (Pg. 4 & 5)

7.2. The City and Developer hereby agree that the City requested that Developer widen Quirk Street to 25 feet half width. That area of additional paving required 240 cubic yards of excavation, 113 cubic yards of granular borrow, 85 cubic yards of road base, and 86 tons of asphaltic paving. The total value to the City for these improvements was \$14,231.07. The Parties agree that Developer is hereby credited \$14,231.07 towards Developer's impact fees due.

### Exhibit A

#### 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 \_\_\_\_\_, 2023, 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.

## Request: Development 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

## Request: Development Agreement

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.

**Request: Development Agreement**

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.

7.2. The City and Developer hereby agree that the City requested that Developer widen Quirk Street to 25 feet half width. That area of additional paving required 240 cubic yards of excavation, 113 cubic yards of granular borrow, 85 cubic yards of road base, and 86 tons of asphaltic paving. The total value to the City for these improvements was \$14,231.07. The Parties agree that Developer is hereby credited \$14,231.07 towards Developer’s impact fees due.

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

## **Request: Development Agreement**

(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 4<sup>th</sup>, 2022.

Page 7 of 13



**Request:** Development Agreement  
**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

**Request:** Development Agreement

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 \$\_175,631.73 The funds shall be deposited with Grantsville City at an equivalent of \$ 1,829.50 per lot per phase (\$ 175,631.73 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)**

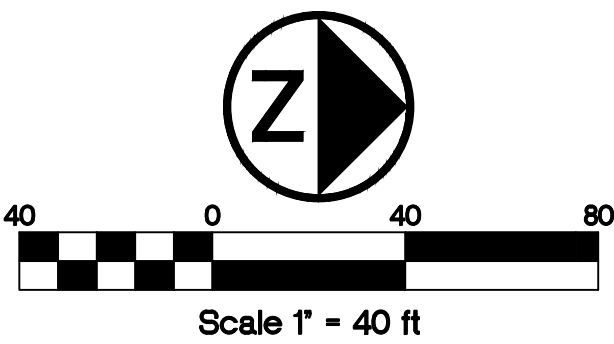
1. **Meet and Confer.** The City and Developer/Applicant shall meet within fifteen (15) business days of any dispute under this Agreement to resolve the dispute.
2. **Mediation.**
  - 2.1. Disputes Subject to Mediation. Disputes that are not subject to arbitration provided in Section 3 shall be mediated.
  - 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 #5**

Presentation of Concept Plan for South Coastal  
Commercial at 454 E Main St.

# SOUTH COASTAL COMMERCIAL

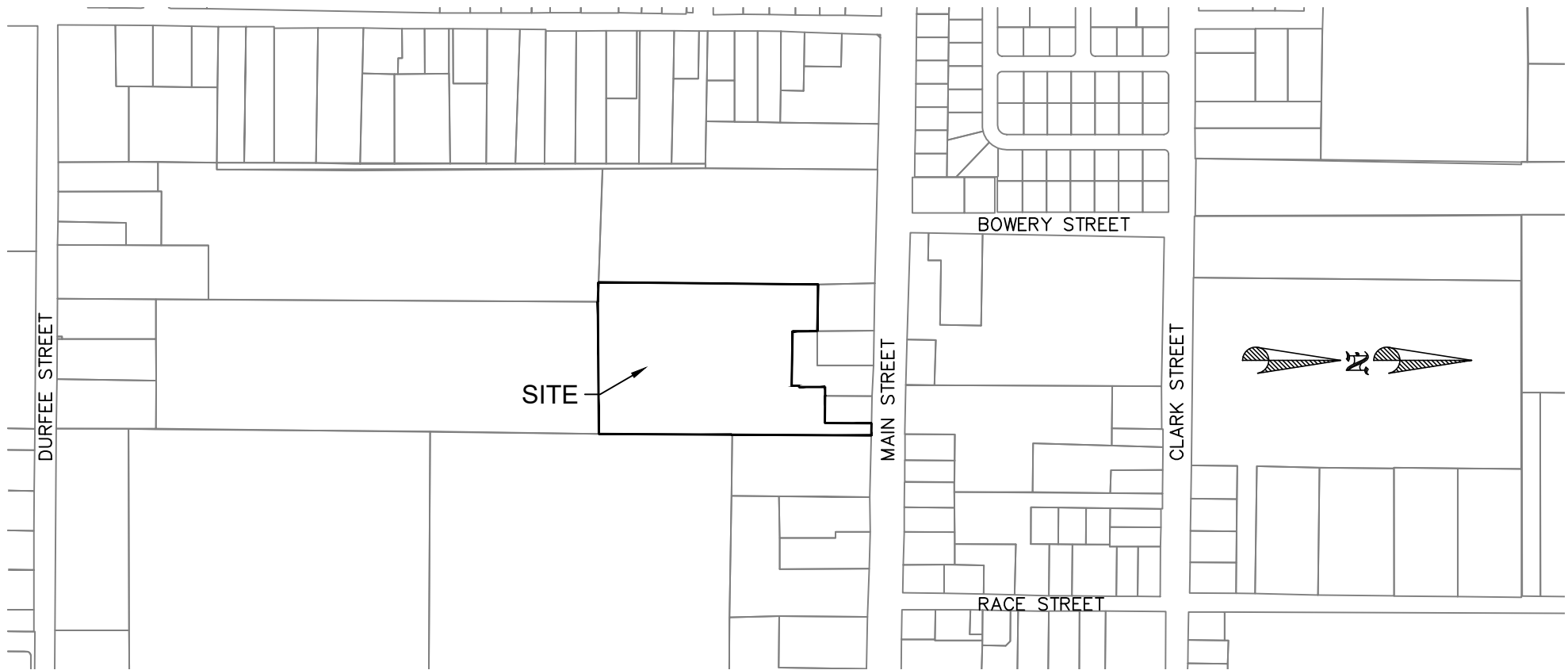
## CONCEPT PLAN



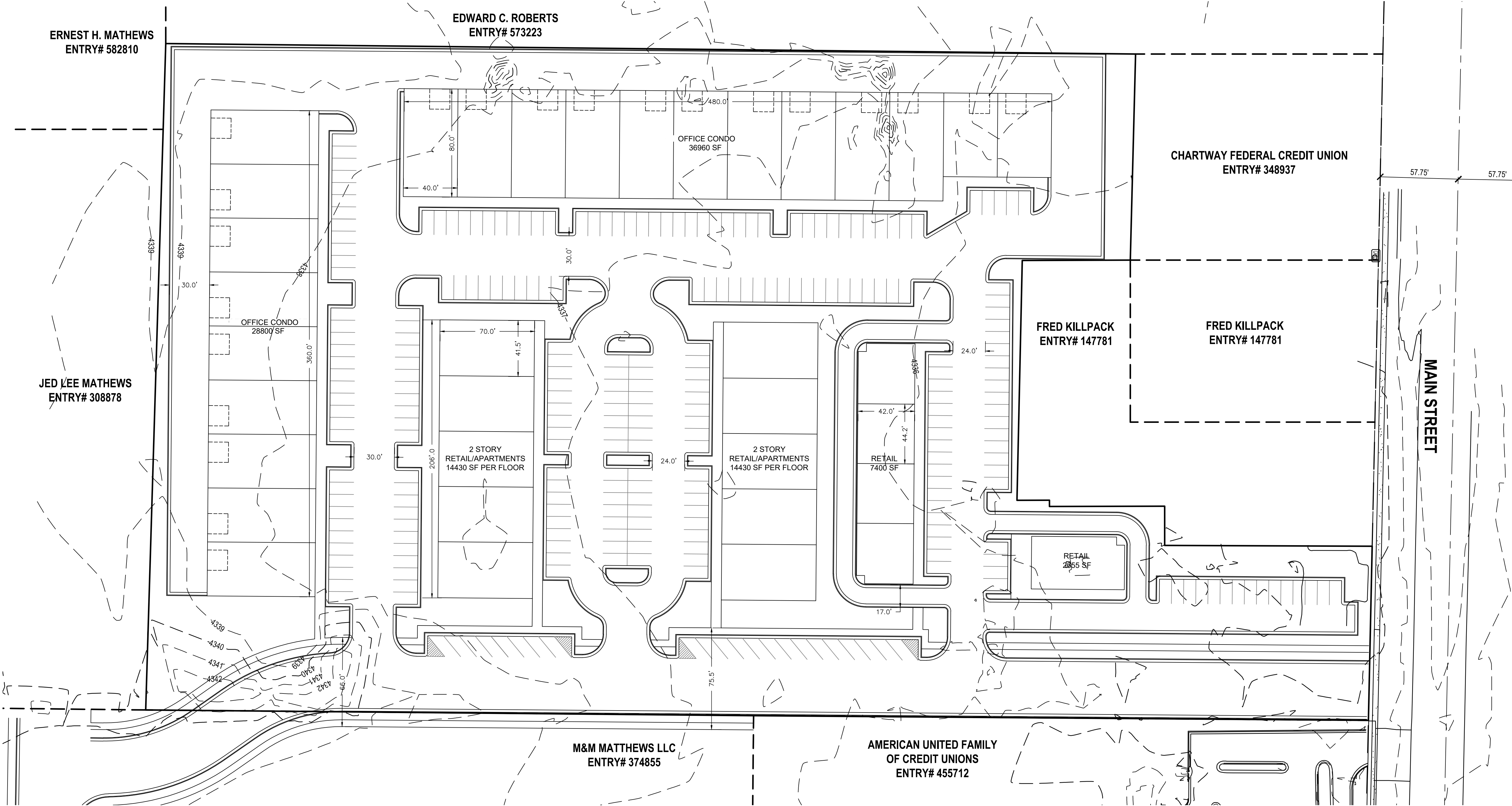
DRAWING NOTES:

GENERAL NOTES:

TOTAL PROJECT AREA: 8.39 AC OR 365,264 SQFT  
DEVELOPMENT AREA: 7.40 AC OR 322,240 SQFT  
LANDSCAPE AREA: 0.99 AC OR 43,024 SQFT  
NUMBER OF BUILDINGS: 6  
TOTAL OFFICE WAREHOUSE UNITS: APPROX. 31 3200 SQFT UNITS  
TOTAL RETAIL UNITS: APPROX. 15 UNITS  
TOTAL APARTMENT UNITS: APPROX. 28 900 SQFT UNITS  
PARKING STALLS: 271



VICINITY MAP



NOTE:  
BOUNDARY AND TOPOGRAPHY INFORMATION WERE PROVIDED BY OTHERS

NO.	REVISION	DATE

PROJECT INFORMATION

**SOUTH COASTAL COMMERCIAL**

CONCEPT PLAN

GRANTSVILLE, UTAH

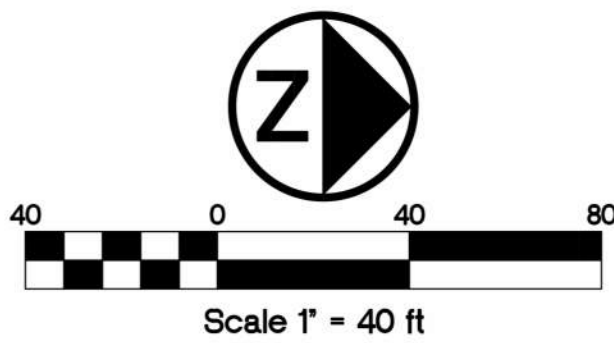
DRAWN KCW	CHECKED GDW	PROJECT # 23275
DATE 11/6/2023		SCALE 1" = 40'
ENGINEER'S STAMP		SHEET CONCEPT

G:\DATA\23275 Grantsville-Le Property\dwg\23275 Commercial Concept with Topo.dwg  
PLOT DATE: Nov 07, 2023



# SOUTH COASTAL COMMERCIAL

## CONCEPT PLAN





14721 SOUTH HERITAGE CREST WAY  
BLUFFDALE, UTAH 84065  
801.553.8112  
WWW.WILDINGENGINEERING.COM

DRAWING NOTES:  
GENERAL NOTES:  
PARKING STALLS: 271  
LANDSCAPE PERCENTAGE: 17% OR 62524 SF



**blu line designs**  
planning | landscape architecture | design  
8719 S. Sandy Parkway  
Sandy, UT 84070  
p 801.679.3157



G:\DATA\23275 Grantsville-Le Property.dwg 23275 Commercial Concept.dwg  
PLOT DATE: Oct 25, 2023

NO.	REVISION	DATE

PROJECT INFORMATION

SOUTH COASTAL  
COMMERCIAL

CONCEPT PLAN

GRANTSVILLE, UTAH

DRAWN KCW	CHECKED GDW	PROJECT # 23275
ENGINEER'S STAMP		DATE 10/25/2023
		SCALE 1" = 40'
		SHEET CONCEPT







# **AGENDA ITEM #6**

Presentation of Concept Plan for Apple Street  
Apartments on West Apple Street



# Apple Street Apartments

Grantsville, Utah

Legend



Google Earth

© 2021 Google

1000 ft

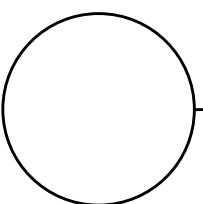




1 Bed	2 Bed	3 Bed	Total
18	72	60	150

Building Count	
30 Plex	1
24 Plex	5
Garage	10

Parking	
Surface	338
Garage	40
<b>Total</b>	<b>378</b>
<b>Stalls/Unit</b>	<b>2.52</b>
RV Stalls	9



GRANTSVILLE APARTMENTS SITE PLAN

1/32" = 1'=0"



DATE:

DRAWN BY:

CHECKED BY:

DRAWING TITLE

PROJECT NUMBER

REVISION NUMBER

ENGINEER OF RECORD

APPLE STREET APARTMENTS



# **AGENDA ITEM #7**

Approval of minutes from July 20, 2023  
Planning Commission meeting

# **AGENDA ITEM #8**

Report from City Council liaison Mayor  
Critchlow

# AGENDA ITEM #9

Adjourn