



**April 4, 2024**  
**Planning**  
**Commission Work**  
**Meeting Information**  
**Packet**

## **PUBLIC NOTICE**

The Grantsville City Planning Commission will hold a Work Meeting at 6:00 p.m. on Thursday, April 4, 2024 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

## **AGENDA**

1. Discussion of the proposed Master Development Agreement for The Estates at Twenty Wells PUD.
2. Adjourn.

Cavett Eaton  
Zoning Administrator  
Grantsville City Community and Economic Development

Join Zoom Meeting  
<https://us02web.zoom.us/j/81091175210>

Meeting ID: 810 9117 5210

In compliance with the Americans with Disability Act, Grantsville City will accommodate reasonable requests to assist persons with disabilities to participate in meetings. Requests for assistance may be made by calling City Hall (435) 884-3411 at least 3 days in advance of a meeting.

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

# **AGENDA ITEM #1**

Discussion of the proposed Master  
Development Agreement for The Estates  
at Twenty Wells PUD.



**Permit # Estates at Twenty Wells MDA**

## **Estates at Twenty Wells Master Development Agreement Staff Report Summary and Recommendation**

**Parcel ID(s):** 01-069-0-0004, 01-069-0-0063

**Meeting Date:** April 4, 2024

01-069-0-0078, 1-069-0-0104, 01-069-0-0085

**Public Hearing Date:** March 21, 2024

01-069-0-0086, 01-069-0-0090, 01-069-0-0106

01-069-0-0107, 01-076-0-0002

**Property Address:** South of Highway 112, East of Anderson Ranch **Current Zone:** A-10, MU / PUD

**Applicant Name:** Scott Yermish

**Request:** Master Development Agreement Approval

**Prepared By:** Cavett Eaton / City Staff

**Planning Staff Recommendation:**

**This MDA application will be/was discussed in a Work Meeting on April 4<sup>th</sup> prior to the Regular Meeting on the same day. It is assumed all concerns and details have been discussed and agreed upon and this MDA is ready to approve.**

**History:**

Scott Yermish provided a Draft of the Master Development Agreement required for a PUD approval for the Estates at Twenty Wells on March 14<sup>th</sup>, 2024. City Staff has reviewed the Draft MDA.

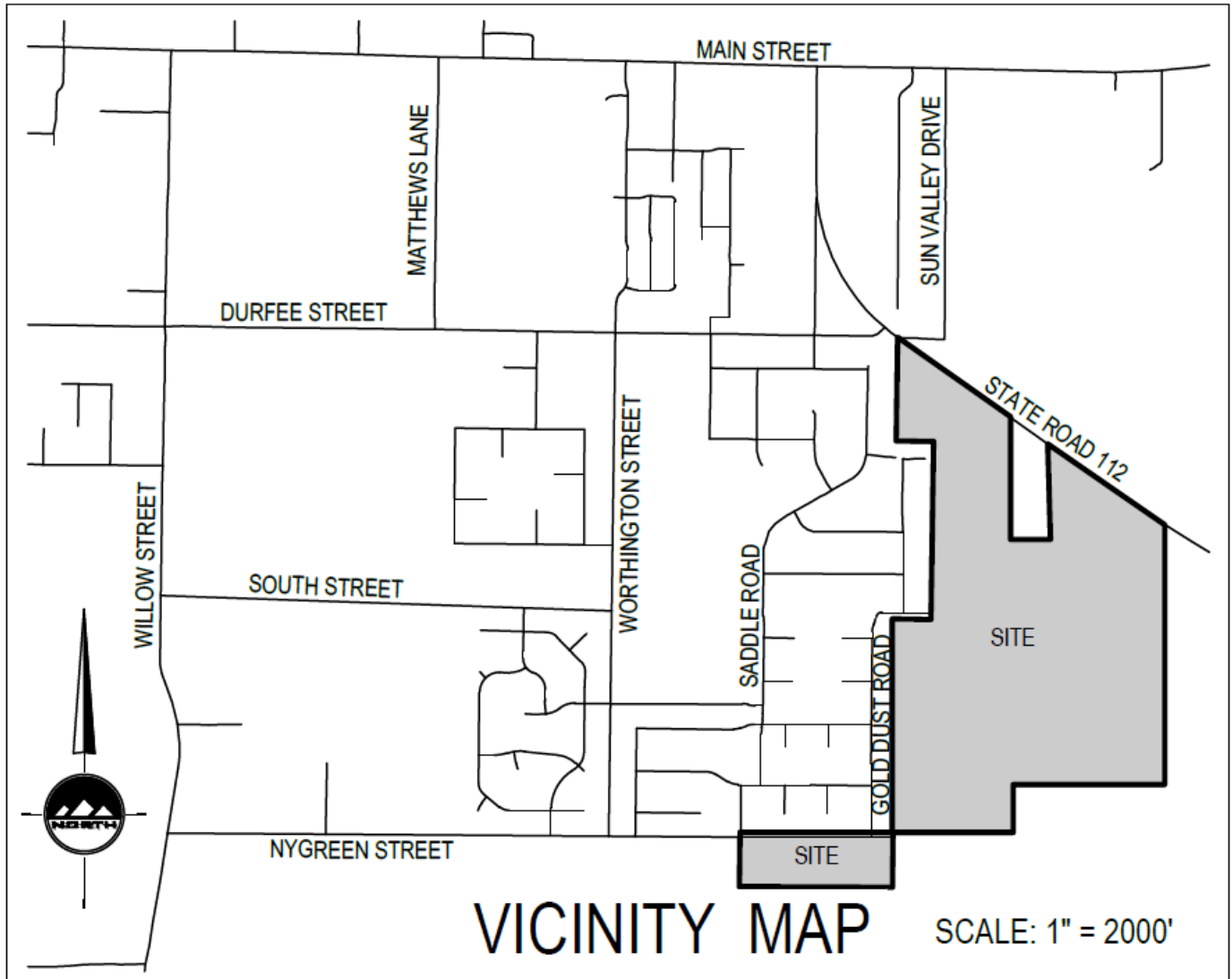
The Public Hearing for the PUD was held 12/21/2023. It was discussed at the Planning Commission Meeting 1/4/2024 and again at the Planning Commission Work Meeting 1/18/2024.

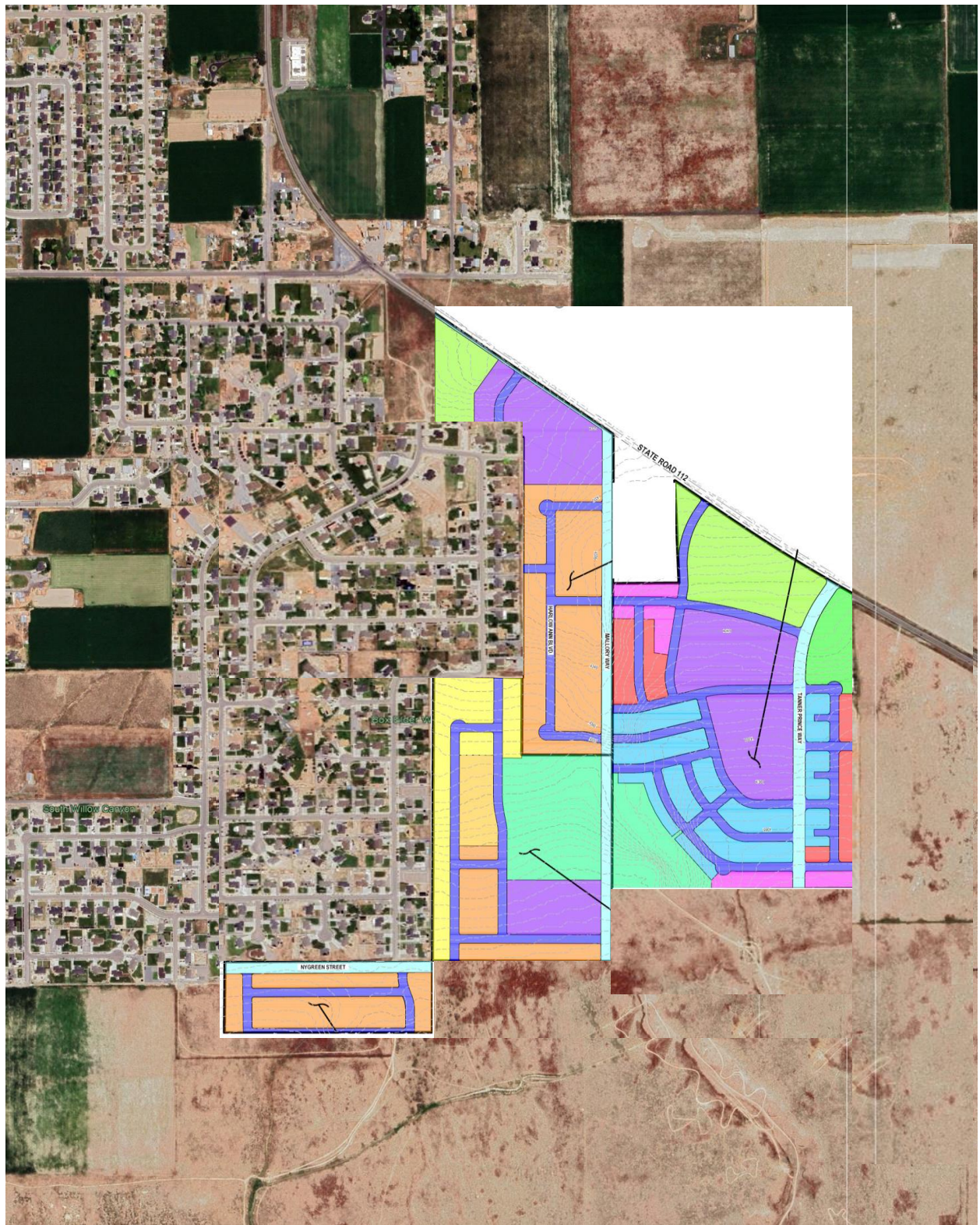
The PUD was recommended for approval at the Planning Commission Meeting held on 3/7/2024 with the following conditions:

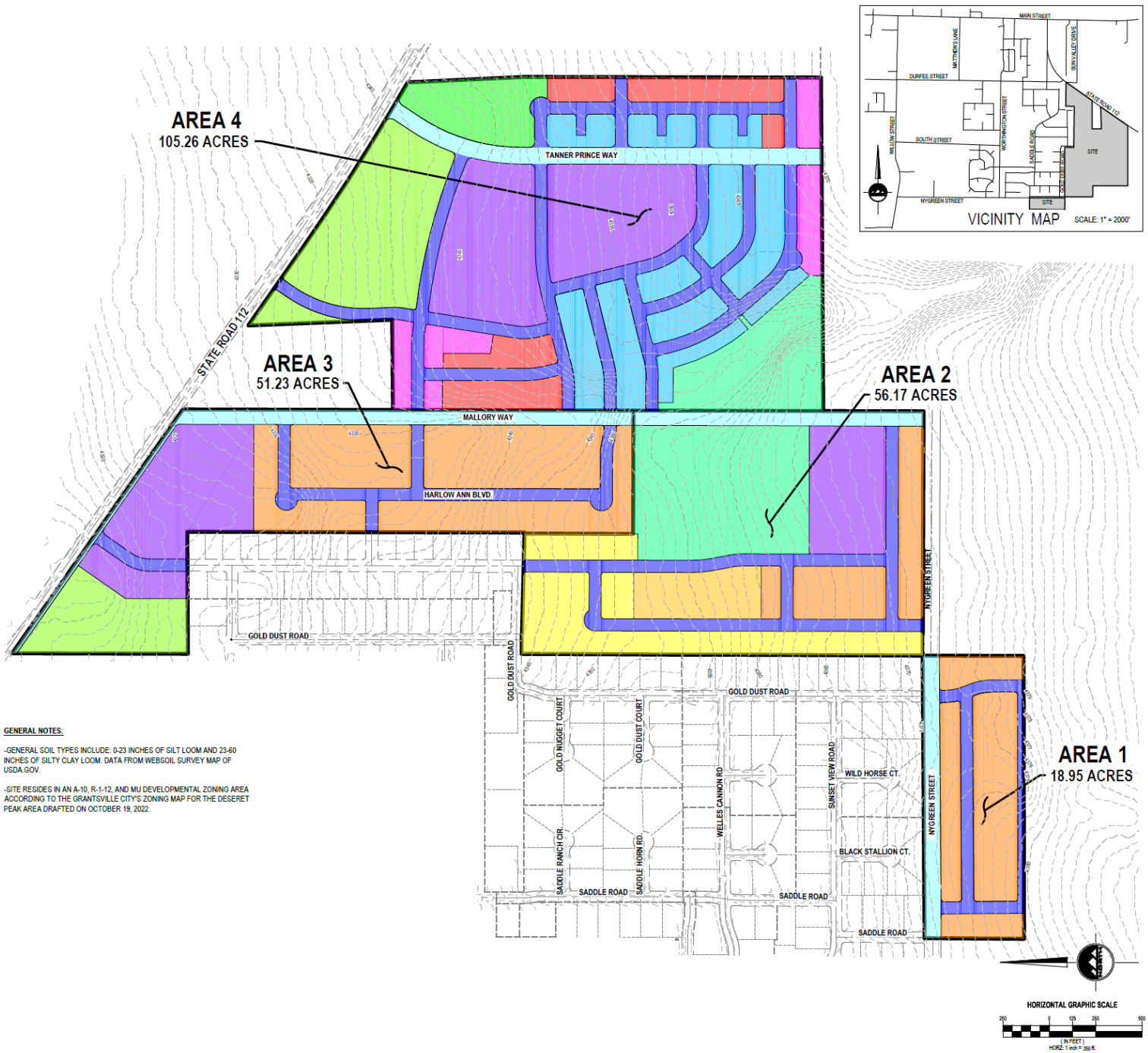
- It meets all legal requirements.
- That all deviations will be addressed at a future point.
- There be no guarantee of any number of density per unit.
- consideration

Senior City Staff reviewed the draft of the Estates at Twenty Wells Master Development Agreement and have provided comments and recommendations, which are noted on the draft MDA. City Staff supports this application, and recommends it for approval by the Planning Commission and City Council with recommendations and additions as deemed necessary by those bodies.

### SITE & VICINITY DESCRIPTION







TOTAL AREA CALCULATIONS TABLE			
DESCRIPTION	AREA PROPOSED (sq. ft.)	AREA PROPOSED (acres)	PERCENTAGE PROPOSED
(513) SINGLE FAMILY LOTS	3,762,277.20 sq. ft.	86.37 acres	38.16%
(441) MULTIFAMILY UNITS	1,672,704.00 sq. ft.	38.40 acres	16.97%
PARKS AND OPEN SPACE	1,219,680.00 sq. ft.	28.00 acres	12.37%
COMMERCIAL	871,200.00 sq. ft.	20.00 acres	8.84%
MINOR COLLECTOR ROADS	703,929.60 sq. ft.	16.16 acres	7.14%
NEIGHBORHOOD STREETS	1,628,708.40 sq. ft.	37.39 acres	16.52%
TOTAL SITE	9,858,499.20 sq. ft.	226.32 acres	100.00%
CHURCH PARCEL	219,978 sq. ft.	5.05 acres	EXCLUDED OVERALL
NOTE: EXCLUDED CHURCH PARCEL TO BE DEEDED TO THE LDS CHURCH. OVERALL DENSITY IS 891 UNITS / 226.32 ACRES = 3.94 UNITS/ACRE.			

	HIGH-DENSITY RESIDENTIAL, 4,000-6,000 SF LOTS
	HIGH-DENSITY RESIDENTIAL, 6,000-8,000 SF LOTS
	MEDIUM-DENSITY RESIDENTIAL, 8,000-10,000 SF LOTS
	MEDIUM-DENSITY RESIDENTIAL (MDR) TARGET 10,000 SF LOTS
	LOW-DENSITY RESIDENTIAL (LDR) TARGET 12,000 SF LOTS
	RURAL-RESIDENTIAL (RR) TARGET 21,780 SF LOTS
	MULTI-FAMILY RESIDENTIAL (MFR)
	MINOR COLLECTOR ROADS
	NEIGHBORHOOD STREETS
	PARKS AND OPEN SPACE
	COMMERCIAL
	CHURCH PARCEL

UNIT BREAKDOWN				
AREA	HOUSING TYPE		TARGET	QUANTITY OF UNITS
1	MDR	MEDIUM-DENSITY RESIDENTIAL	10,000 SQ. FT.	51
2	MFR	MULTI-FAMILY RESIDENTIAL	10 UNITS/ACRE	65
2	MDR	MEDIUM-DENSITY RESIDENTIAL	10,000 SQ. FT.	31
2	LDR	LOW-DENSITY RESIDENTIAL	12,000 SQ. FT.	15
2	LDR	LOW-DENSITY RESIDENTIAL	21,780 SQ. FT.	23
3	MFR	MULTI-FAMILY RESIDENTIAL	10 UNITS/ACRE	115
3	MDR	MEDIUM-DENSITY RESIDENTIAL	10,000 SQ. FT.	98
4	MFR	MULTI-FAMILY RESIDENTIAL	10 UNITS/ACRE	198
4	HDR	HIGH-DENSITY RESIDENTIAL	4,000 - 6,000 SQ. FT	203
4	HDR	HIGH-DENSITY RESIDENTIAL	6,000 - 8,000 SQ. FT	61
4	MDR	MEDIUM-DENSITY RESIDENTIAL	8,000 - 10,000 SQ. FT	31
TOTAL SITE UNITS				891
NOTE: OVERALL DENSITY IS 954 UNITS / 226.55 ACRES = 4.21 UNITS/ACRE.				

### **NEIGHBORHOOD RESPONSE**

Scott Yermish has presented this Master Development Agreement for review on March 14th, 2024. Public Notice was sent out immediately and City Staff has met the required noticing requirements (See Public Hearing Notice dated March 21st, 2024).

City Staff have received no responses at the time of this report. Responses received after posting the packet will be forwarded to the Planning Commission via email.

### **PLANNING STAFF ANALYSIS AND COMMENTS**

Staff recommends approval and modification of the MDA with the following conditions (in addition to those listed above by Planning Commission, as stated in the Staff Report):

To be updated with April 4<sup>th</sup>, 2024 Work Meeting.

- The Development Agreement must be approved prior to the final plat.
- The future development agreement, along with the PUD needs to sufficiently address the different types of developments being proposed, or possibly a Rezone of the 107 acres needs to be done. (The City Attorney will be involved in this process. This should not hold up the PUD as the rezone would be an action to protect the City if something changed within the project that would cause a portion of the project to revert back to existing zoning.)
- Locate single family residential lots next to the boundary with Anderson Ranch out to SR-112 to act as a buffer to the commercial and higher density residential uses in the proposed project.
- Relocate the proposed townhomes / multi-family housing that is currently shown fronting SR-112 further to the south near the Public Park with access provided at intersections on Mallory Way to reduce the congestion on the local residential streets.
- Address timing of park improvements. If it is phased, specify what will be completed with each phase. The Public Works department requests improvements come in with each phase.
- The Applicant has stated that the major water and sewer utilities will be completed at the beginning of the project. This should be clearly addressed in the development agreement.

**PUBLIC HEARING NOTICE**



**GRANTSVILLE CITY PLANNING COMMISSION**

**MARCH 21, 2024  
PUBLIC HEARING**

**PROPOSED MASTER DEVELOPMENT AGREEMENT FOR THE ESTATES AT  
TWENTY WELLS PUD**

Notice is hereby given that in accordance with the provisions of Section §10-9A-205 and §10-9a-502 of the Utah Code, the Grantsville Planning Commission will hold a discussion and public hearing on March 21, 2024 at 7:00 p.m. at Grantsville City Hall. The meeting will also be broadcast on Zoom. The discussion, public hearing and meeting are to receive public input and consider action on the PUBLIC HEARING ON THE PROPOSED MASTER DEVELOPMENT AGREEMENT FOR THE ESTATES AT TWENTY WELLS PUD and make a recommendation to the City Council. You can view a copy of the agenda and packet online by 5:00pm on March 15, 2024 at the link below:

[https://www.grantsvilleut.gov/departments/community\\_economic\\_development/planning\\_commission.php](https://www.grantsvilleut.gov/departments/community_economic_development/planning_commission.php)

Or by emailing [jbassett@grantsvilleut.gov](mailto:jbassett@grantsvilleut.gov) All comments and concerns need to be sent in writing through email or mail and received no later than 12:00pm on March 21, 2024.

Dated this 11th day of March, 2024

**BY ORDER OF THE GRANTSVILLE  
PLANNING COMMISSION**

Cavett Eaton  
Zoning Administrator



Scan QR Code above or use the link below to join zoom meeting  
<https://us02web.zoom.us/j/85992938377>

Meeting ID: 859 9293 8377

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WHEN RECORDED, RETURN TO:

Braydee Baugh  
Grantsville City Recorder  
429 East Main Street  
Grantsville City, Utah 84029

~~\_\_\_\_\_~~ GRANTSVILLE CITY  
MASTER DEVELOPMENT AGREEMENT  
~~\_\_\_\_\_~~ FOR  
~~\_\_\_\_\_~~ THE ESTATES AT TWENTY WELLS PUD

THIS MASTER DEVELOPMENT Agreement (“**Agreement**”) is made and entered as of the 12<sup>th</sup> day of March, 2024, by and between Grantsville City, a municipal corporation of the State of Utah (“**City**”) and Priority Builders LLC, a Utah limited liability company (“**Developer**”).

**Commented [JB1]:** Braydee Baugh: This will be the date of Council Approval- will be left blank until approved.

~~\_\_\_\_\_~~ 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 Planned Unit Development subdivision under Chapter 12 of the City’s land use ordinances. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Final Plat. 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.

**Commented [AL2]:** Not true—currently multiple owners

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 applicable to the Property.

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~~ as follows:

~~TERMS~~  
AGREEMENT

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.

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

1.3. **Buildout** means the completion of all of the development ~~on~~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~~such 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 Priority Builders LLC, and its successors/assignees as permitted by this Agreement.

1.9. **Development** means the development of a 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. **Effective Date** means the date first written above.

~~1.11.1.12. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), and final plat for the development of the Project, which has been approved by the City, subdividing any portion of the Project and which is attached as **Exhibit B**.~~

~~1.12.1.13. **GLUDMC** means the Grantsville Land Use and Development Code.~~

~~1.13.1.14. **LUDMA** means the Municipal Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2005), *et seq*.~~

~~**Maximum Residential Units** means the development on the Property of The Estates at Twenty Wells PUD, 1150 Residential Dwelling Units~~

~~1.14.1.15. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.~~

~~1.15.1.16. **Party/Parties** means, in the singular, Developer or the City, in the plural Developer and the City.~~

~~**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."~~

**1.17. Project** means the residential subdivision to be constructed on the Property pursuant to this Agreement with the associated Public Infrastructure and private facilities, and all of the other aspects contemplated by and approved as part of this Agreement.

~~1.16.~~**1.18. Property** means the real property owned by and to be developed by Developer more fully described in **Exhibit A**.

~~1.17.~~**1.19. 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.

~~1.18.~~**1.20. Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as ~~attached residences~~ a residential dwelling as illustrated on the Final Plan.

**1.21. Table of Variances** means that Table of Variances and Conditions set forth as **Exhibit C**.

**1.22. Term** means the term of this Agreement, beginning on the Effective Date and ending on the date described in Section 4, below.

~~1.19.~~**1.23. Zoning** means the 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 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 ~~Plan~~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)~~.

~~2.3.~~**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:

~~Master Developer Agreement.~~

3.2.1. Future Laws. The City's Future Laws or other regulations to which ~~the~~ Developer agrees in writing~~;~~<sub>2</sub>.

~~2.3.1.~~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~~;~~<sub>2</sub>.

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, ASBA standards, CPSC Standards, IPEMA Standards, ASTM, the Manual of Uniform Traffic Control Devices<sub>2</sub> 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<sub>2</sub> or welfare~~;~~<sub>2</sub>.

3.2.4. Permits. Developer, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developer's undertakings and shall make application for such permits directly to the applicable City department(s) having authority to issue such permits in connection with the performance of Developer's undertakings. The City, including its departments and agencies, shall not unreasonably withhold or delay the issuance of its permits.

3.2.5. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons<sub>2</sub> and entities similarly situated~~;~~<sub>2</sub>~~or~~<sub>2</sub>.

~~2.3.2.~~3.2.6. 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.

3.2.7. 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)~~<sub>2</sub> *et seq.*

~~2.3.3.~~3.2.8. Planning and Zoning Modification. Changes by the City to its planning principles and design standards as permitted by Local, State or Federal law.

~~2.3.4.~~3.2.9. Compelling, Countervailing Interest. Laws, rules<sub>2</sub> 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)~~~~(2019)~~ii.

3.4. Term of Agreement. Unless earlier terminated as provided for herein, the ~~term~~termination date of this Agreement shall be ~~until~~ January 31, 2032. If Developer has not been

declared to be currently in Default as of January 31, 2032 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2035. This Agreement shall also terminate automatically at Buildout.

**4.5. Addendum No. 1.** Addendum No. 1 contains the provisions of this Agreement that are specific to the development of the Project. If there is a conflict between this Agreement and Addendum No. 1, then Addendum No. 1 shall control.

## **6. Public Infrastructure.**

**4.1-6.1. 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 a Development Application pursuant to GLUDMC ~~and as required by this Agreement.~~ Such construction must meet all applicable standards and requirements and must be approved by the City's engineer.

**4.2-6.2. 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 ~~Council.~~ 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 ~~at.~~ 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, such one-year 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 ~~at Developer's sole cost and expense.~~

**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 shall be completed prior to December 31, 2030. ~~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. 2030.~~

**4.3-6.5. 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.~~ LUDMA. 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~~may be made as work progresses based on GLUDMC.

**4.4. City Completion.** ~~The~~ Developer agrees that in the event ~~he~~ Developer does not: (a) complete all ~~improvements~~ Public Infrastructure within the time period specified under ~~paragraph two~~ Subsection 6.4, 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~~ Subsection 6.1, above, and (c) pay all claimants for material and labor used in the construction of said improvements, the City shall be entitled to declare ~~the developer(s)~~ Developer in default, request and receive the funds held by the guarantor.

#### 5.7. Upsizing/Reimbursements to Developer.

**5.7.1. 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) beyond that which is required by this Agreement 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.

#### 6.8. Default.

**6.1.8.1. Notice.** If ~~the~~ Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the non-defaulting Party ~~believing that a Default has occurred~~ shall provide Notice to the other Party: (a “Notice of Default”).

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

**6.2.1.8.2.1. 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

**6.2.2.8.2.3. 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~~ non-defaulting Party may have the following remedies:

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

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

6.2.5.8.3.3. 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.

6.3.8.4. Public Meeting. Before any remedy in Section 8.3 may be imposed by the City, the ~~party~~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.

6.4.8.5. Default of Assignee. A default of any obligations expressly assumed by an assignee as allowed by this Agreement shall not be deemed a default of Developer.

~~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.~~

8.6. Limitation on Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE IN THIS AGREEMENT OR PROVIDED FOR UNDER ANY APPLICABLE LAW, NO PARTY SHALL, IN ANY EVENT, BE LIABLE TO ANY OTHER PARTY OR PERSON, EITHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR SUCH OTHER PERSON, INCLUDING LOSS OF FUTURE REVENUE, INCOME OR PROFITS, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY RELATING TO THE BREACH OR ALLEGED BREACH HEREOF, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO THE OTHER PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH OTHER PARTY.

7.9. 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:

\_\_\_\_\_  
\_\_\_\_\_

To the City:

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

8-10. Dispute Resolution. Any disputes subject to mediation or arbitration shall be resolved pursuant to Addendum No. 2.

**11. Incorporation of Recitals and Exhibits.** The Recitals set forth above the and Exhibits “A” “B” attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

**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~~ and Developer. Except as specifically set forth herein, the parties do not intend this Agreement to create any third-party beneficiary rights.

**9-14. 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 a Lot (as defined in any approved subdivision GLUDMC) shall not be deemed to be an assignment of this Agreement.

**9-1-14.2. 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 of this Agreement. Developer shall give the City Notice of any event specified in this ~~sub-section~~ subsection 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.

**9-2-14.3. 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.

**9-3-14.4. 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.

**9-4-14.5. Complete Assignment.** Developer may request the written consent of the City of an assignment of Developer’s complete interest in this Agreement. 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~~Party to exercise at some future date any such right or any other right it may have.

~~10~~**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~~effect.

~~11~~**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.

~~12~~**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.

~~13~~**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 Mayor. The initial representative for Developer shall be Scott Yermish, COO Priority Builders, LLC. 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.

~~14~~**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.

~~15~~**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.

~~16-23.~~ **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.

~~17-24.~~ **No Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

~~18-25.~~ **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~~Property. This Agreement shall be deemed to run with the land. The data disk of GLUDMC, **Exhibit CD**, shall not be recorded in the chain of title. A secure copy of **Exhibit CD** shall be filed with the City Recorder and each party shall also have an identical copy.

~~19-27.~~ **Priority.** This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.

~~20-28.~~ **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. 2020-12 adopted by the City on March 5, 2020.

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 signature page]

DEVELOPER \_\_\_\_\_  
\_\_\_\_\_:

PRIORITY BUILDERS LLC

By: \_\_\_\_\_  
Bryce Newman, its Manager

**DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH \_\_\_\_\_)  
~~Priority Builders LLC.~~ GRANTSVILLE CITY  
COUNTY OF \_\_\_\_\_)

On ~~the~~this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ a notary public,  
personally appeared before me \_\_\_\_\_ ~~who being by me duly sworn, did say that he is Bryce~~  
~~Newman, proved on the basis of satisfactory evidence to be the Mayor of Grantsville City, a~~  
~~political subdivision of the State of Utah, and that said person whose name is subscribed to this~~  
~~instrument was signed in behalf of the City by authority of its City Council and said Mayor, and~~  
acknowledged to me that the ~~City~~he executed the same as Manager of Priority Builders LLC on  
behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

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[City signature page]

**CITY:**

GRANTSVILLE CITY

**By:** \_\_\_\_\_  
Neil A. Critchlow, Mayor

Attest:

\_\_\_\_\_  
City Recorder

Approved as to form and legality:

\_\_\_\_\_  
City Attorney

**CITY ACKNOWLEDGMENT**

STATE OF UTAH \_\_\_\_\_)

\_\_\_\_\_) §  
COUNTY OF TOOELE \_\_\_\_\_)

**My Commission Expires:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**My Commission Expires:** \_\_\_\_\_

[seal]

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TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B"	Final Plat
Exhibit "C"	<u>Table of Variances and Conditions</u>
<u>Exhibit D</u>	GLUDMC
Addendum No. 1	Specific Project Terms
Addendum No. 2	Dispute Resolution Procedures

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**Exhibit ~~“A”~~**  
*Legal Description of Property*

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**Exhibit ~~B~~<sup>22</sup>**  
*Final Plat*

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**Exhibit C**

*Table of Variances and Conditions*

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**Commented [AL3]:** Need to create and insert this table

|

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**Exhibit D**  
**GLUDMC**

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### Addendum No. 1

Project Specific Items agreed to be completed by ~~the~~ Developer of The Estates at Twenty Wells PUD.

1. Developer will install a ~~Jersey Barrier~~concrete jersey barrier along ~~gold dust~~Gold Dust Circle that leads into the ~~land~~Estates at Twenty Wells PUD from Anderson ~~ranch~~Ranch closing off access to that area to the best of our ability with that barrier; within 60 days of the fully executed and recorded Development Agreement.

Commented [AL4]: Gary says needs more discussion re placement of barriers

2. Developer will install [landscape buffer and fencing for existing houses on Nygreen] prior to approval of any Development Application.

Commented [CE5]: How will this be accomplished before approval of "Development Application". Perhaps it should read after approval of Development Application and prior to Development Construction...

- ~~2-3~~ Developer will work with the ~~Parks and Recreation~~Public Works Department of ~~Grantsville city~~the City to come up with a plan as to the layout for the approximately 27-acre Sports Park that will be constructed in ~~the~~ Twenty Wells PUD and ~~given~~dedicated to the City upon completion ~~to the city of Grantsville.~~

4. Developer will show progress regarding the Sports Park in each Phase with the goals ~~being~~ for each Phase as specified below:

Commented [CE6]: Scott identified this as a phase of the Sports Park. Most interpreted it as a Phase of the Development. This needs to be discussed.

a. Phase 1 we will fully grade the Sports Park, begin the irrigation lines.

Commented [AL7]: Should have deadlines and details for this

b. Phase 2 will include the completion of the irrigation lines, the curb and gutter, and the beginning of the vertical integration of the buildings.

~~a-c~~ Phase 3 will be the completion of the baseball fields, soccer fields, and Pickle ball courts. Final additional items will be the fencing, lights, and scoreboard.

5. Developer ~~agree~~agrees to add the following "Off Site" improvements to ~~our~~the required items for the Twenty Wells PUD:

Commented [AL8]: Probably want deadlines for this work to be complete (more detail than the 2030 deadline in 6.4)

~~b-a~~ Approx. 5800 LF of 12"-inch diameter water line from Army depot to Subdivision as well as the PRV (pipe reduction valves) 12"-8" per the requirements of the City Engineers.

Commented [AL9]: Pressure?

Sewer Line

~~e-b~~ Design, furnish, construct, commission, and warranty 15-inch sanitary sewer line along HwyState Route 112 ~~we will upsize to 15"~~ from Durfee Street to the required 10"-subdivision.

We will run

~~d-c~~ Design, furnish, construct, commission, and warranty 18-inch sanitary sewer line from Durfee Street to Main street which will be a complete upgrade using 18" sewer lineStreet along State Route 112.

We will extend

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e.d. Design, furnish, construct, commission, and warranty an extension of Nygreen Street from Saddle ~~rd~~ Road to the east end of ~~our property~~ The Estates at Twenty Wells PUD which intersects ~~Greg Dehaan's Property~~ Parcel # 01-069-0-0083.

3-6. Developer agrees to have commercial zoning/property along 112 on the property that is owned by the PUD.

7. Developer, Builder, and all landowners of any of the residential properties being built agree to "not impose or implement a resale fee" of any kind in percentage or dollar amounts on any of the residential units that are built on the Property. Any HOA that will be set up and oversee any portion of the Property or the Project will be strictly forbidden from imposing such a fee now or anytime in the future on any home and language to that effect will be placed inside the CCRs of each HOA. Grantsville City will verify that the language prohibiting the implementation of a resale fee of any kind is present in the CCRs that pertain to that HOA and must be recorded prior to the issuance of the building permit if that residential property falls inside any HOA.

**Commented [CE10]:** This does not include other "frontage" properties on the concept plan that may have been indicated as commercial. Granted this is a 30,000 foot view, but do we want to lock in an amount/areas?

**Commented [AL11]:** Gary says need more discussion on commercial. Location, size, etc

**Commented [JB12]:**

**Commented [JB13]:** Braydee Baugh: This needs to be more specific. How much? What type of commercial? When is that phased in?

**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.

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~~mediator's opinion shall not be binding on the Parties.

## **TWENTY WELLS WORK MEETING COMMENTS**

### **P & Z ADVIZER, GARY PINKHAM**

#### **GENERAL NOTES:**

The Developer has requested this work meeting with the Planning Commission so that the Code issues can be addressed and agreed to before they begin drafting the preliminary plans. This is consistent with the requirements of Chapter 12, Section 12.4. Only after this is done may they incorporate the variances into their preliminary plans. Absent this step, they have no choice but to follow the existing Code as it is currently written.

To help move this project forward, the Planning Commission has invited the City Council to sit in on the meeting so that they will become familiar with the project and be able to express their comments. The Planning Commission should chair, administer, and make the final recommendations on these issues to the City Council for their review, approval/denial, or return to the Planning Commission with comments for further consideration, Chapter 12, Section 12.2 and Chapter 3, Section 3.18(2).

This planned development includes three different zoning districts and each must be addressed separately as the City's Code requires each portion to be developed in compliance with its specific zoning district's requirements, Chapter 4, Section 4.22. This will require the Planning Commission to look at each portion of the property and address the Code related issues for each portion, then the developer shall comply with the Code and any changes,

modifications, alterations, or waivers for and within that portion of the property.

Any changes, alterations, modifications, or waivers the Planning Commission may recommend must meet the conditions set forth in Chapter 12, Section 12.2. They must consider the consequences and impacts of the proposed variances and include reasonable and appropriate conditions for each.

In addition to the specific zoning district requirements, the Code has relevant requirements in other sections of the Code that will need to be addressed. For instance, the use tables for each zoning district, parking, landscaping, etc. will need to be looked into.

To date the Developer has presented some proposed variance to the code for the R-1-21 and Mixed Use zoning districts. They have made no requests for the A (A-10) zoning district. Their concept plans have proposed many planned uses that are not either conditional or permitted uses for the district they are in.

The only requested variances to date are for lot size and setback issues for the R-1-21 and Mixed Use zoning districts.

I have developed a set of tables that present the various Code requirements for the project and for each of the three zoning districts, infrastructure, and multi-unit housing as a guide for the work meeting.

Any change, alteration, modification, or waiver that is recommended by the Planning Commission to the City Council for their action shall specifically identify the Code being considered, a clear description of the change, alteration, modification or waiver, and any conditions that the Planning Commission may reasonably and appropriately require, Chapter 12, Section 12.4.

The approved variances and conditions will be incorporated into the Development Agreement for the project and the Developer may then move forward with preparation of preliminary plans for submittal. Only those approved variances with their respective conditions may be used in the development of the plans.

## CODE ISSUES FOR STREETS, DRIVEWAYS, AND PARKING

CODE	PROVISION	VARIANCE	CONDITIONS
6.9(1)(a)	PARKING BETWEEN THE ROW LINE AND THE BUILDING CANNOT BE COUNTED TOWARDS MEETING PARKING REQUIREMENTS		
6.14.4.A.1	DRIVEWAYS FOR ALL OFF STREET PARKING SHALL BE LOCATED ON LOCAL, RESIDENTIAL, OR MAIN STREET		
6.14.5.A.1.a	PARKING BETWEEN THE ROW LINE AND THE BUILDING CANNOT BE COUNTED TOWARDS MEETING PARKING REQUIREMENTS		
6.14.5.A.1.b	MAXIMUM WIDTH OF DRIVEWAY SHALL BE 30'		
6.14.5.A.1(1)	MINIMUM SPACE BETWEEN DRIVEWAYS SHALL BE 12'		
6.14.5.A.1(2)	NO DRIVEWAY MAY BE WITHIN 60' OF THE ROW LINES OF AN INTERSECTION		
21.6.3(1)	ALL STREETS SHALL BE DESIGNED TO MEET THE CITY'S STANDARDS FOR STREETS		
21.6.3(3)	ALL STREETS SHALL BE DESIGNED TO MEET THE CITY'S STANDARDS FOR STREETS		
21.6.3(3)	ALL STREETS SHALL MEET THE CITY'S MASTER STREET PLAN		
21.6.3(4)	ALL STREETS SHALL MEET THE FIRE CODE		
21.6.3(7)	THE MAXIMUM NUMBER OF SINGLE FAMILY LOTS ON A CUL-DE-SAC SHALL BE 16 AND THE MAXIMUM FOR MULTI UNITS SHALL BE 24 UNITS		

CODE	PROVISION	VARIANCE	CONDITIONS
21.6.3(14) AND 21.6.3(19)	ALL BOUNDARY STREETS SHALL BE DEVELOPED TO A MINIMUM OF HALF DESIGN WIDTH OR 26' OF ASPHALT PAVEMENT WHICHEVER IS GREATER		

CODE ISSUES FOR CHAPTER 15 ZONING DISTRICTS			
CODE	PROVISION	VARIANCE	CONDITIONS
15.1	R-1-21		
15.1(1)	MINIMUM LOT SIZE SHALL BE 21,780 SQUARE FEET		
15.1(1)	MINIMUM FRONTAGE AT THE STREET SHALL BE 70'		
15.1(1)	MINIMUM FRONT SETBACK SHALL BE 40'		
15.1(1)	MINIMUM REAR SETBACK SHALL BE 30'		
15.1(1)	MINIMUM SIDE SETBACK SHALL BE 5/15 FEET OR PUE WHICHEVER IS GREATER		
15.1(1)	CORNER LOTS SHALL HAVE TWO FRONT AND TWO SIDE SEDBACKS		
15.1(1)	MAXIMUM BUILDING HEIGHT SHALL BE 35'		
15.1(1)	MAXIMUM BUILDING COVERAGE SHALL BE 20%		

CODE ISSUES FOR CHAPTER 14 ZONING DISTRICTS			
CODE	PROVISION	VARIANCE	CONDITIONS
14.1	THE PURPOSE THE A DISTRICT IS TO PROMOTE AND PRESERVE AGRICULTURE AND GREENBELT SPACES		
14.1(1)	MINIMUM LOT SIZE SHALL BE 10 ACRES		
14.1(2)	MINIMUM WIDTH AT FRONT AND REAR SETBACK SHALL BE 165'		
14.1(3)	MINIMUM FRONTAGE AT STREET SHALL BE 100'		
14.1(4)	MINIMUM FRONT SETBACK SHALL BE 40'		
14.1(4)	MINIMUM REAR SETBACK SHALL BE 60'		
14.1(4)	MINIMUM SIDE SETBACK SHALL BE 20'		
14.1(4)	CONER LOTS SHALL HAVE TWO FRONT AND TWO REAR SETBACKS		
14.1(5)	MAXIMUM BUILDING HEIGHT SHALL BE 45'		
14.2	THE PURPOSE OF THE RR DISTRICTS IS TO PRESERVE LARGE LOT RESIDENTIAL, RURAL, ANIMAL FREANDLY ENVIRONMENT		

CODE ISSUES FOR CHAPTER 19a ZONING DISTRICT			
CODE	PROVISION	VARIANCE	CONDITIONS
19a	MIXED USE DISTRICT		
19a.1(1)	THE PURPOSE IS FOR MEDIUM DENSITY RESIDENTIAL NEIGHBORHOODS MIXED WITH COMMERCIAL		
19a.1(1)	MINIMUM RESIDENTIAL LOT SIZE SHALL BE 4,000 SQUARE FEET		
19a.1(1)	MINIMUM FRONT SETBACK SHALL BE 25'		
19a.1(1)	MINIMUM SIDE SETBACK SHALL BE 7.5/15'		
19a.1(1)	MINIMUM SIDE SETBACK FOR TWIN HOMES SHALL BE 15' ON EACH SIDE		
19a.1(1)	MINIMUM REAR SETBACK SHALL BE 20'		
19a.1(1)	CORNER LOTS SHALL HAVE TWO FRONT SETBACKS OF 25' AND TWO SIDE SETBACKS OF 10'		
19a.1(1)	SINGLE FAMILY HOME LOTS SHALL HAVE A MINIMUM FRONTAGE OF 50'		
19a.1(1)	ALL OTHER USES SHALL HAVE A MINIMUM FRONTAGE OF 100'		
19a.1(1)	MAXIMUM BUILDING HEIGHT SHALL BE 35'		
19a.1(1)	EVERY DWELLING UNIT SHALL HAVE A MINIMUM OF 900 SQUARE FEET OF LIVING SPACE		
19a.1(1)	THERE SHALL BE A MINIMUM OF 25% OF THE TOTAL PROJECT AREA USED FOR LANDSCAPING		

## CODE ISSUES FOR MULTI-UNIT HOUSING, 4.34

CODE	PROVISION	VARIANCE	CONDITIONS
4.34.2.a	THE MINIMUM LOT SIZE SHALL BE 2,400 SQUARE FEET PER UNIT		
4.34.2.a	THE MINIMUM FOOT PRINT FOR EACH UNIT SHALL BE 1,000 SQUARE FEET		
4.34.2.a	THE LOT SIZE SHALL ENCREASE IN AT THE SAME RATE AS THE UNIT FOOT PRINT		
4.34.2.a	THE MINIMUM SPACING BETWEEN BUILDINGS SHALL BE 30 FEET		
4.34.2.a	THE MINIMUM LOT SIZE DOES NOT INCLUDE AREA FOR PUBLIC/PRIVATE STREETS, PRIVATE DRIVES/ALLEYWAYS, VISITOR PARKING, COMMON AREAS, SIDEWALKS, PATHS, OR TRAILS		
4.34.2.c.i	MINIMUM FRONT SETBACK SHALL BE 25 FEET		
4.34.2.c.ii	MINIMUM SIDE SETBACK SHALL BE 15 FEET		
4.34.2.c.ii	MINIMUM DISTANCE BETWEEN BUILDING SHALL BE 30 FEET		
4.34.2.c.iii	MINIMUM REAR SETBACK SHALL BE 20 FEET		
4.34.2.c.iv	AT THE CORNERS OF STREETS/DRIVES THE MINIMUM SETBACK FROM THE STREET/DRIVE SHALL BE 25 FEET		
4.34.2.d	THE MINIMUM LOT FRONTAGE SHALL BE 30 FEET PER UNIT		
4.34.2.e	THERE SHALL BE MINIMUM OF 10% OF THE GROSS RESIDENTIAL AREA IN IMPROVED OPEN SPACE		
4.34.2.e	THERE SHALL BE NO FEE IN LIEU FOR OPEN SPACE		

CODE	PROVISION	VARIANCE	CONDITIONS
4.34.2.e.1	THE OPEN SPACE SHALL BE PART OF THE COMMON AREA AND PROVIDE AMENITIES FOR THE RESIDENTS		
4.34.2.e.3	STORMWATER FACILITIES SHALL NOT BE CONSIDERED PART OF THE OPEN SPACE		
4.34.2.e.5	PATHS AND TRAILS SHALL BE PROVIDED FOR ACCESS TO THE OPEN SPACE		
4.34.2.e.6	THE OPEN SPACE CONDITIONS OF THIS CHAPTER SHALL SUPERCEDE THOSE IN CHAPTER 21		
4.34.2.f.1	ALL STREETS SHALL MEET THE CITY'S STANDARDS FOR STREETS		
4.34.2.f.2.a	THERE SHALL BE MINIMUM OF 2 PARKING SPACES FOR EACH UNIT FOR THE RESIDENTS		
4.34.2.f.2.b	ADDITIONAL PARKING SHALL BE PROVIDED FOR RECREATIONAL, COMMERCIAL, AND OTHER TYPES OF UNITS		
4.34.2.f.3.a	THERE SHALL BE MINIMUM OF 1 VISITOR PARKING SPACE EACH OF THE FIRST TEN UNITS AND .5 VISITOR SPACES FOR EACH ADDITIONAL UNIT		
4.34.2.f.3.b	IF SUFFICIENT CURBSIDE PARKING IS NOT AVAILABLE ON THE STREET, SEPARATE DESIGNATED VISTIOR PARKING LOTS WITH IN 200 FEET OF THE UNITS SERVICED SHALL BE PROVIDED		
4.34.2.g.1	MAXIMUM BUILDDDING HEIGHT SHALL BE 3 STORIES OR 35 FEET WHICHEVER IS LESS		
4.34.2.g.2	GROUND FLOOR UNITS SHALL BE ADA ACCESSIBLE		

CODE	PROVISION	VARIANCE	CONDITIONS
4.34.2.g.1	THE PORTION OF THE LOT NO COVERED BY IMPROVEMENTS SHALL BE FULLY LANDSCAPED PER CHAPTER 9		

# **TWENTY WELLS MASTER DEVELOPMENT AGREEMENT**

## **PLANNING COMMISSION ADVISOR, GARY PINKHAM**

After reviewing the proposed MDA for Twenty Wells, there are several points that need to be addressed;

1. In the first paragraph the date inserted needs to be removed. This agreement has yet to be accepted and approved by the City.
2. In Recital B it states that the developer “owns” the property. Mr. Yermish has identified himself as representing at least three landowners. Does this statement need to be revised to clarify who the agreement is with?
3. In Recital C the document references a Utah State Code with a date of 2005. Throughout the remainder of the document there are many other State codes referenced with quite old dates. Are we looking at the most current code?
4. In Definitions, 1.12 gives a definition for the maximum build out for the project. As has been explained in several recent meetings, the actual number of residential units that the project will end with is dependent on the City’s Code, any variances that may be approved by the City, and the final make up of various types and sizes of residential development that the developer determines to build. There is no way that a number can be determined or set at this time. Mr. Yermish stated in the P & Z meeting roughly a month ago that he agreed that this should be deleted and that the final number be what the Code and the Developer’s choice of building types ends up to be. Delete 1.12.
5. In Definition 1.16 the definition only addresses residential building. Is it the intent of this agreement to not include or permit the commercial aspect of the concept plan?
6. In Definition 1.19 a residential dwelling unit is defined as an attached residence. Is it the intent of this agreement to not include or allow single family development?
7. Under Terms, Section 5 addresses “Addendum No. 1”. There are two Addendums No.1 included in the proposed agreement. This needs to be cleaned up.
8. Under Terms, Section 6, paragraph 6.6 references “time period specified under paragraph two above”. There is no time period listed in paragraph 2. This needs to be cleaned up.
9. Under Terms, Section 6, Paragraph 6.6 there is a period at the end of the last line on the page. This sentence seems to carry on into the first sentence on the next page and should be removed.
10. On page 12 of the proposed document there is a new series of numbered items starting with “1. Upsizing”. If this is a continuation of the Terms the numbering needs to be corrected. If it is meant to be a new Section, there will need to be an introductory paragraph to define this new section.
11. In the Table of Exhibits there will need to be an item listing the Table of Variances and Condition for the project. This table will clearly and concisely define each specific change, alteration, modification, or waiver to the City’s Code approved by the City and the conditions imposed by the City for this project.

12. On page 20 of the proposed agreement there is a second Addendum 1 No. 1. This needs to be cleaned up.
13. In Item 1 of the second Addendum there needs to be some discussion regarding the placement of the barriers. There are more than one points of entry from Anderson Ranch into the project.
14. In Item 3 of the second Addendum there was some confusion regarding the time frame for this work. Is it per construction phase of the project or phase of the park construction. What is the true timing for this work?
15. In Item 3 of the second Addendum there is a question regarding the warranty period for the park work. All work for the project needs to be completed prior to the start of any warranty covering that work.
16. In Item 4 of the second Addendum we need to revisit each of these items to clarify the scope of each.
  - a. In prior meetings there have been indications that the utilities along SR 112 would be constructed to the East boundary of the project.
  - b. A PRV is a pressure reducing valve. I don't believe a PRV is required for this project.
  - c. The note regarding Nygreen Street does not seem to be complete.
  - d. Establish a clear understanding of who is funding this work.
17. In Item 5 of the second Addendum there should be some statement regarding the location and size of the commercial component of this project.
18. In the meeting of March 21, Mr. Yermish indicated there were some changes or additions to this second addendum. We should be given a copy for our review.

# Estates at Twenty Wells PUD

## ZONING

## DEVIATIONS

Estates at Twenty Wells PUD - GRANTSVILLE, UT										
Development Standards						Proposed Changes				
Code Requirement	R-1-21 SFD	RM-15 SFD	Mixed Use - Comm	Mixed Use – Multifamily	Mixed Use - SFD	Estates at Twenty Wells PUD SFD 50-ft Lot	Estates at Twenty Wells PUD SFD 50-ft Lot	Estates at Twenty Wells PUD SFD 60-ft Lot	Estates at Twenty Wells PUD Townhomes Option 1	Estates at Twenty Wells PUD Townhomes Option 2
Maximum Density		15 DU/Ac		15 DU/ac 4)		8 DU/Ac	6 DU/Ac	4 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 <sup>st</sup> 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	5,000 SF (50'x100')	7,000 SF	10,000 SF	1,600 Per attached home (22' x 50')	1,800 Per attached home (28' x 50')
Minimum Lot Frontage (1)	70-feet	60-feet	100-feet	50-feet	50-feet	50-feet	50-feet	60-feet	22-feet	28-feet
Minimum Yard Setbacks										
Front Yard	40-feet	25-feet	25-feet (5)	25-feet (5)	25-feet (5)	20-feet	20-feet	20-feet	10-feet	25-feet
Rear Yard										
-Main Building	30-feet	20-feet	20-feet	20-feet	20-feet	10-feet	10-feet	10-feet	5-feet rear loaded garage	5-feet rear loaded garage
-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	0-feet on attached side; 5-feet on end units	0-feet on attached side; 5-feet on end units
-Accessory Bldg.	1-foot	4-feet (2)	7.5-feet	7.5-feet	7.5-feet	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

# **AGENDA ITEM #2**

Adjourn.