

PUBLIC NOTICE:

The Grantsville City Planning Commission will hold a Regular Meeting at 7:00 p.m. on Thursday, February 1, 2024 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA:

1. Consideration to recommend approval of The Highlands Subdivision MDA.
2. Approval of Minutes from January 23, 2024 Planning Commission special meeting.
3. Report from City Council liaison Rhett Butler.
4. Adjourn

Cavett Eaton
Zoning Administrator
Grantsville City Planning and Zoning

Join Zoom Meeting <https://us02web.zoom.us/j/81529457440>

Meeting ID: 815 2945 7440

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, and the Grantsville City website at www.grantsvilleut.gov. Notification was sent to the Tooele Transcript Bulletin.

AGENDA ITEM #1

Consideration to recommend approval of
The Highlands Subdivision MDA.



Planning and Zoning

336 W. Main Street • Grantsville, UT 84029

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

File# HIGHLANDS MDA

Highlands Subdivision Master Development Agreement Summary and Recommendation

Parcel ID: 01-062-0-0100, 01-062-0-0111
01-062-0-0110, 01-062-0-0100

Meeting Date: Feb. 1, 2024

Property Address: 700 N Hwy 138

**Current
Zone/Proposed
Zone:** RM-7

Applicant Name: Guy M. Haskell

Request: Master Development Agreement Approval

Prepared by: Cavett Eaton

Planning Staff Recommendation: Approve with Modifications

SITE & VICINITY DESCRIPTION



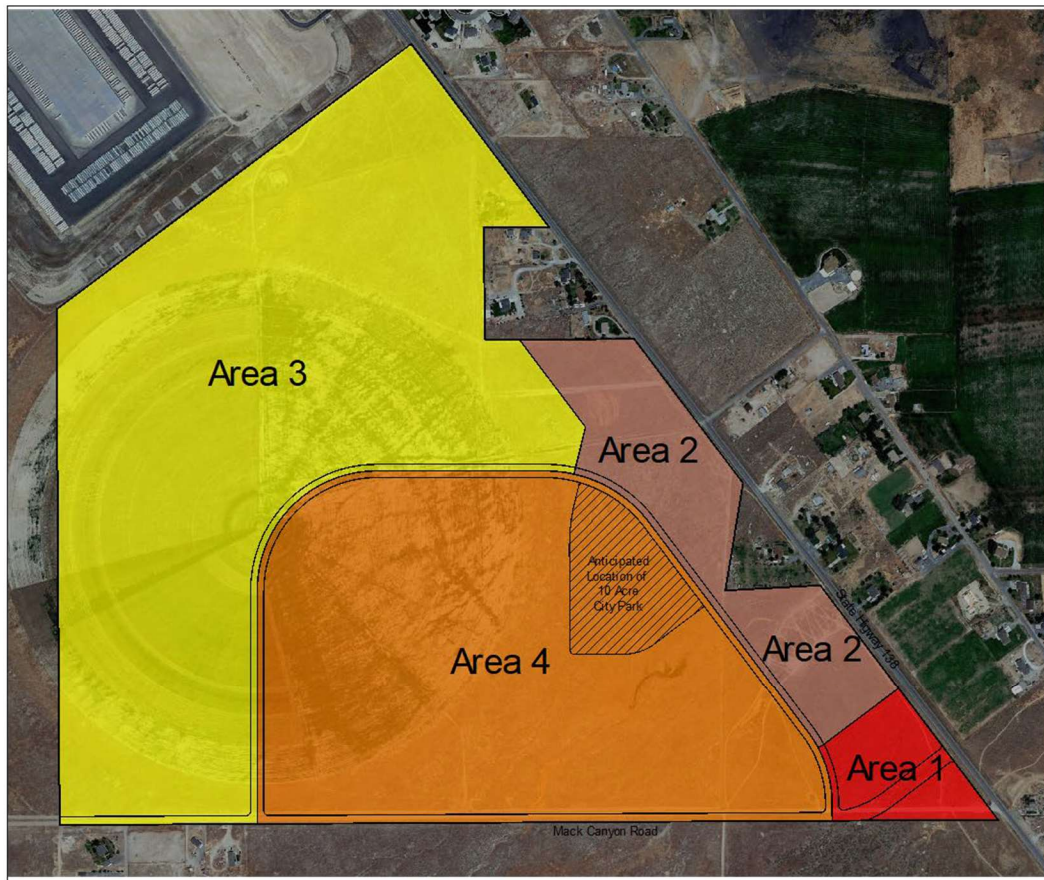
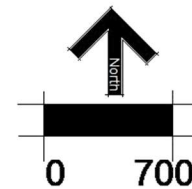


Exhibit "A"
Amended and Restated
Master Development Agreement (ARMDA)
The Highlands
Grantsville, UT

Area	Gross Acres	Land Use	DU/Acre	Maximum Units
1	8.83	Commercial		
2	28.73	Residential	10.44	300
3	148.42	Residential	4.24	630
4	113.49	Residential	8.35	948
298.12		Totals	6.30	1,878



Stephen G. McCutchan
 PO Box 382 Draper, UT 84020
 (801) 557-6945
 stevemplan@gmail.com

October 6, 2023

NEIGHBORHOOD RESPONSE

None at the time of this printing.

PLANNING STAFF ANALYSIS

HIGHLANDS MASTER DEVELOPMENT AGREEMENT

Highlands is finishing up the 7'000 sf lots next to the Walmart DC (40 Ac) and is looking to develop the 260 Ac South from their existing project to Mack Canyon Rd.

30 Ac of open space. There will be a fully improved 10 Ac of park and trail about 0.75 miles long that will be publicly maintained. It is unclear what the rest of the open space will be. The agreement states -- The other open space will include "privately opened" and maintained open spaces, parks and common areas. This should be defined. Some impervious surfaces areas are being included as open space, such as sports courts, pavilions, walking paths, trails, parking areas. Parking areas may be included only if it is directly created for the park.

Park impact fees will be reduced by the cost of land or amenities provided for parks, unless paid for by a PID.

Commercial area is limited by the agreement. The agreement has been reduced the area from 8.8 Ac of commercial at the intersection of Mack Canyon and SD138 to 12,000 sf size commercial buildings. The number of buildings is not noted. The agreement also will allow other types of buildings.

The property is currently Zones RM-7. The old code is still shown on line and states RM-7 has a max Density of 7 d.u./acre. The code also states that – only existing roads do not need to be included when determining units per acre. In the agreement the developer calculated the number of dwelling units allowed to fit on the property to be 1,878 units.

And the new code removed the max number of units per acre and uses min lot sizes of 7,000 sf and corner lots at 10,000 sf. After subtracting the open space and roads that would need to be designed around (30% of the area) the max number of 7,000 sf lots would be 1,077 dwellings. This is a difference of over 800 lots that are being added to the development.

Things that could be added to the agreement

- allowing the city to require upsizing of the utilities or building their share of the utilities that would be needed per the West Bank Draft Study
- HOA to maintain the trails and open space less than 5 ac in size

PLANNING STAFF RECOMMENDATION

City Staff recommends approval of this MDA with modifications and revisions, if any (Commercial was being discussed) which may be discussed and presented at the 2.01.2024 Planning Commission Meeting.

WHEN RECORDED, RETURN TO:

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

**GRANTSVILLE CITY
AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT
FOR
THE HIGHLANDS
A MASTER PLANNED COMMUNITY**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT Agreement (“**ARMDA**”) 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 Deseret Highlands Investments LLC, a Utah corporation. (“**Master Developer**”).

RECITALS

- A. The capitalized terms used in this ARMDA and these Recitals are defined in Section 1 below.
- B. The Parties entered into the Prior Agreement on May 20, 2020.
- C. The Parties now desire to amend the Prior Agreement.
- D. Developer owns and is developing the Property as a mixed commercial and residential subdivision.
- E. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of the Developer to develop the Property as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA. Development of the Project as a master planned community pursuant to this ARMDA is acknowledged by the Parties to be consistent with LUDMA and to operate for the benefit of the City, Owners, Master Developer and the general public.
- F. The City and the Master Developer agree the Master Plan included as Exhibit “A” is a conceptual plan and is subject to revision in the course of preparing, filing and approving Development Applications except as otherwise specified in this Agreement

G. The Planning Commission reviewed and made a recommendation of this ARMDA on _____, 2023.

H. The City Council has reviewed this ARMDA and determined that it is consistent with LUDMA.

I. The Parties acknowledge that development of the Property pursuant to this ARMDA will result in planning and economic benefits to the Owner and Developer(s) by providing assurances to Master Developer.

J. Owners, Master Developer, and the City have cooperated in the preparation of this ARMDA.

K. The Parties desire to enter into this ARMDA to specify the rights and responsibilities of Owners and Master Developer to develop the Property as parts of the Project as expressed in this ARMDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this ARMDA.

L. The parties understand and intend that this ARMDA is a “development agreement” within the meaning of, and entered pursuant to the terms of Utah Code Ann. §10-9a-102 and 532 (2023)

M. The City’s entry into this ARMDA is authorized by the adoption of Resolution _____ on _____, 2023.

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

Definitions

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

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

1.2. **Applicant** means a person or entity submitting a Development Application for a portion of the Planned Community.

1.3. **Building Permit** means a permit issued by the City to allow the construction or alteration of a building, structure, private or public infrastructure within the City’s jurisdiction.

1.4. **Buildout** means the completion of all Subdivisions permitted within the Planned Community in accordance with this ARMDA.

- 1.5. **City** means Grantsville City, a political subdivision of the State of Utah.
- 1.6. **City's Future Laws** means the Zoning, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Subdivision, and which may or may not be applicable to the Development Application depending upon the provisions of this ARMDA.
- 1.7. **Council** means the elected City Council of the City.
- 1.8. **Default** means a material breach of this ARMDA as specified herein.
- 1.9. **Development** means the development of a portion of the Property pursuant to an approved Development Application.
- 1.10. **Development Application** means any application to the City for final approval of a Subdivision, including a subdivision plan, preliminary or final plat, commercial site plan, Building Permit or any other permit, approval, certificate or other authorization from the City required for a Development within the Planned Community.
- 1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2023), and approved by the City, subdividing any portion of the Planned Community.
- 1.12. **General Plan** means the General Plan of Grantsville City adopted pursuant to LUDMA and GLUDMC Chapter 3 Section 10.
- 1.13. **GLUDMC** means the Grantsville Land Use Development and Management Code.
- 1.14. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2005), *et seq.*
- 1.15. **Master Developer** means Deseret Highlands Investments LLC, a Utah limited liability corporation, and their successors, assignees, transferees, and related subsidiary entities as permitted by this ARMDA.
- 1.16. **Master Plan Area** means a specified portion of the Planned Community, which shall be developed in logical sequence as determined by the Master Developer and the City as identified in the Master Plan by land use.
- 1.17. **Master Plan** means *The Highlands Master Plan* which is included as Exhibit A, and is a conceptual plan and provides for the general locations of land density, roads, and open space applicable to Development within the Planned Community.
- 1.18. **Maximum Residential Units** means the development on the Property of one thousand eight hundred eighty-seven (1,878) Residential Dwelling Units.

1.19. **Notice** means any notice to or from any party to this ARMDA that is either required or permitted to be given to another party.

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

1.21. **Planned Community** means the master planned community, composed of multiple Subdivisions and any other development to be constructed on the Property pursuant to this ARMDA.

1.22. **Preliminary Plat** means those plans which may be important for evaluating a proposed Subdivision for compliance with City Laws and may be submitted to the City for review and approval.

1.23. **Project** means the collective commercial and residential subdivisions to be constructed on the Property as part of the Planned Community pursuant to this ARMDA with the associated Public Infrastructure and private facilities, and all the other aspects approved as part of this ARMDA.

1.24. **Property** means that real property containing approximately 298.12 acres, more particularly described in Exhibit "B".

1.25. **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.

1.26. **Residential Dwelling Unit** means a structure or portion thereof, designed and intended for use as an attached or detached residence.

1.27. **Subdeveloper** means a person or entity who is acting to develop a portion of the Property, who is not the Master Developer.

1.28. **Subdivision** means a portion of the Property which is divided or proposed to be divided into two or more lots, units, or other division of land for the purpose of sale or lease.

1.29. **Zoning** means the Multiple Residential District RM-7 zoning in effect as of the date of this ARMDA.

2. Development of the Planned Community.

2.1. **Planned Community Compliance.** The City has reviewed the applicable law, including GLUDMC, LUDMA and has determined that the Planned Community substantially complies with the provisions thereof. The City hereby finds that the Planned Community is consistent with the Zoning and the purpose and intent of the General Plan.

2.2. Subdivision Compliance. Development of a Subdivision within the Planned Community shall be in accordance with LUDMA, GLUDMC, the City’s Future Laws (to the extent they are applicable as specified in this ARMDA), and this ARMDA. The terms of this ARMDA shall bind all Subdevelopers.

2.3. Maximum Residential Units. At Buildout, Master Developer shall be entitled to develop the Maximum Residential Units, with a gross density of seven (7) units per acre of the type and in the general location as shown on the Master Plan consistent with the RM-7 zoning and the final plat for each phase, so long as (1) the Maximum Residential Units within the Project is not exceeded, (2) the gross density includes construction of all existing roads, open spaces, and drainage, and (3) the layout of each phase is approved by the City, which approval shall not be unreasonably withheld or be contingent on requirements which are not otherwise imposed by this ARMDA or applicable law.

2.4. Non-Residential Units. In addition to the Maximum Residential Units, Master Developer shall construct commercial buildings with a minimum square footage 12,500 square feet within in Area 1 as identified in the Master Plan, provided the City approves the rezone of the parcel on which such building is constructed. The City may also permit the construction of additional buildings and structures for non-residential use, as may be necessary or desirable for the public benefit.

2.5. Master Developers’ Discretion. This ARMDA shall not obligate the Master Developer to construct the Planned Community or any Subdivision therein. The Master Developer shall have business discretion whether or not to construct a Development. However, once construction of a Development has begun in accordance with the Final Plat, the Master Developer or Subdeveloper shall be required to complete the Development within time required by LUDMA and GLUDMC, or a time as specified by the City prior to approval of a Development Application.

3. Vested Rights.

3.1. Vested Rights Granted by Approval of this ARMDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this ARMDA grant to Master Developer all rights to develop the Planned Community in fulfillment of this ARMDA, LUDMA, and GLUDMC, except as specifically provided herein. The Parties specifically intend that this ARMDA grant to Master Developer the “vested rights” identified herein as that term is construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509 (2023).

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

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

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

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

3.2.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; 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. § 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 which do not conflict with this ARMDA.

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) (2023).

4. **Term of ARMDA.** Unless earlier terminated as provided for herein, the term of this ARMDA shall be until January 1, 2045. If, as of that date, Master Developer has not been declared to be currently in default pursuant to this ARMDA, then this ARMDA shall be automatically extended until January 1, 2050. If upon the expiration of the automatic extension, Master Developer has not been declared to be currently in default pursuant to this ARMDA and there are unfinished Developments on the Property, the City has the option to extend this ARMDA for a time reasonably necessary to complete such Developments, not to exceed ten (10) years. This ARMDA shall also terminate automatically upon Buildout of all property within the Planned Community or if no building permit or preliminary plats is approved within the Project in any five (5) year period.

5. **Building Permits.** The City shall reasonably accept complete Building Permit applications for all buildings and structures identified in an approved Final Plat. The City shall issue all required Building Permits after construction by Developer of all necessary public infrastructure, within

such Final Plat including public safety access in accordance with Grantsville Municipal Code section 5-1-11 is provided and approved by the City, and adequate fire protection is in place as certified by the fire marshal and in accordance LUDMA. The City will promptly issue a certificate of occupancy for each building or structure that satisfies the State and applicable City requirements to obtain a certificate of occupancy.

6. Planned Community and Subdivision Development

6.1. Preliminary Plats. The Master Developer and/or Subdeveloper(s) shall prepare and submit to the City for its review, Preliminary Plats for each Subdivision. There shall be no limit on the number Preliminary Plats within the Property which may be submitted to the City for review. Preliminary plat approval shall be valid for an initial period of six months, and may be extended subject to the limitations of GLUDMC.

6.2. Combined Public Infrastructure. It is intended that the Planned Community share Public Infrastructure and other items (such as public parks, trails and utilities) between Subdivisions. Master Developer may provide design drawings for each Master Plan Area depicting the Public Infrastructure or any other items necessary for the Planned Community. Such drawings must be incorporated into the Final Plat for any Subdivision or Development in that Master Plan Area. Public Infrastructure requirements for each Subdivision shall be calculated based only on the Public Infrastructure identified on the Final Plat for that Subdivision.

6.3. Mack Canyon Road. Master Developer agrees to dedicate to the City, a portion of the Property representing a half-width of the Mack Canyon Road right-of-way along the southerly border of the Project as depicted in Exhibit “A” (which exact width and location may vary) as necessary to complete the upsizing of the portion of Mack Canyon consistent with the traffic needs as supported by a traffic study and in compliance with City and State requirements. If the City requires additional property for the expansion of Mack Canyon Road beyond what is supported by the traffic study or beyond a half-width, the City shall compensate Master Developer or Subdeveloper the fair market of the additional property. Master Developer shall grant a permanent easement across the narrow section of the Project to any property owner that currently accesses Mack Canyon Road.

6.4. Open Space. The Planned Community shall contain a minimum of 10% Open Spaces, totaling approximately 29.95 acres (“Required Open Space”).

6.4.1. Open Space Uses. Public and private open space shall be counted toward the Required Open Space, and include impervious surfaces as permitted by GLUDMC section 21.1.15, such as sports courts, pavilions, walking paths, trails, parking areas, and other recreational facilities and any other area as approved by the City. Unless otherwise paid for by a Public Infrastructure District bond, if the Master Developer or a Subdeveloper dedicates a portion of the Property or other real property, including improvements, to the City for public use, such Master Developer or Subdeveloper shall be credited the fair market value of such dedicated property and improvements toward a reduction in park impact fees subject to the City’s capital facilities plan.

6.4.2. **Required Uses.** The Master Plan illustrates a unique network of open spaces, parks and trails that include both publicly and privately owned and maintained land. No publicly available open space shall be privately owned or maintained. In addition to privately opened and maintained open spaces, parks and common areas, the Planned Community shall include a fully improved public park, with a minimum of ten (10) acres of contiguous space (“Public Park”) and a trail system not less than 0.75 miles in length.

6.4.3. **Subdivision Open Space Exemption.** Because the Planned Community shall share Required Open Space, individual Subdivisions shall be exempt from the Open Space requirements established in GLUDMC.

6.4.4. The Open Space shall be dedicated to the City prior to the recordation of Phase as shown on the Master Plan for use by the City as a park or other open space as the City deems appropriate.

6.5. **Water Retention Areas.** Portions of the Public Park and Community Trail may also serve as stormwater detention areas for the benefit of the Planned Community, and the depth and capacity of such areas are subject to review and approval by the City.

6.6. **Approval of Final Plats.** The Planned Community and each Master Plan Area may contain multiple Subdivisions, each of which may be eligible for Final Plat approval subject to GLUMDC and applicable State Law.

7. Public Infrastructure.

7.1. **Construction of Public Infrastructure.** The Master Developer or Subdeveloper responsible for each Subdivision, shall construct and install all Public Infrastructure lawfully required as a condition of approval of a Development Application pursuant to GLUDMC. Such construction must meet all applicable standards and requirements that do not conflict with Master Developer’s vested rights and applicable law and approved by the City’s engineer, and comply with shared infrastructure drawings for the Planned Community as established in Section 6.2.

7.2. **Responsibility Before Acceptance.** The Master Developer or Subdeveloper who has commenced construction of any Public Infrastructure within the Planned Community shall be responsible for all Public Infrastructure within that Subdivision covered by this ARMDA until final inspection of the same has been performed by the City, and a final acceptance and release has been issued by the City Council. The City 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 Master Developer.

7.3. **Warranty.** The Master Developer or Subdeveloper of each project shall repair any defect in the design, workmanship or materials in all Public Infrastructure which becomes

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

7.4. Timing of Completion of Public Infrastructure. In accordance with the diligence requirements for the various types of approvals as described in the GLUDMC, construction of the required Public Infrastructure within a Subdivision shall be completed within one (1) year following Final Plat approval for that phase and prior to recordation of the mylar for that phase, subject to the terms of the subdivision improvement ARMDA between the Master Developer or Subdeveloper and the City. Upon a showing of good and sufficient cause by Developer the City shall, in accordance with the provisions of GLUDMC, extend the time of performance if requested prior to expiration of the completion date.

7.5. Bonding. In connection with any Development Application, Master Developer shall provide bonds or other development security, including warranty bonds, to the extent required by GLUDMC, unless otherwise provided by Utah Code § 10-9a-101, *et seq.* (2005), as amended. The Applicant shall provide such bonds or security in a form acceptable to the City or as specified in GLUDMC. Partial releases of any such required security shall be made as work progresses based on GLUDMC.

7.6. City Completion. The Master Developer or Subdeveloper shall agree that in the event they do not: (a) complete all improvements on a Subdivision within the time period specified under paragraph four above, or secure an extension of said completion date, (b) construct said improvements in accordance with City standards and as set forth in Paragraph one above, and (c) pay all legitimate claims for material and labor used in the construction of said improvements, the City shall be entitled to declare the Subdivision in default, request and receive the funds held by the guarantor as surety and utilize the monies obtained to install or cause to be installed any uncompleted improvements and/or to pay any outstanding claims, as applicable. Provided however, that the City 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.

7.7. Culinary Water. Master Developer shall be responsible for providing adequate culinary water rights as required by GLUMDC to service the Project.

8. Upsizing/Reimbursements to Master Developer.

8.1. Upsizing. Except as otherwise described herein, the City shall not require “upsizing” of any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Subdivision) unless financial arrangements reasonably acceptable to Master Developer or Subdeveloper of that Subdivision are made to compensate the Master Developer or Subdeveloper for the incremental or additive costs of such upsizing to the extent required by law.

9. **Default.**

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

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

9.2.1. Specific Claim. Specify the claimed event of Default;

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

9.2.3. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than sixty (60) days duration, if weather conditions permit.

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

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

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

9.4. **Public Meeting.** Before any remedy in Section 8.3 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

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

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

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

To the Master Developer:

Deseret Highlands Investments LLC
Attn: Guy Haskell
890 Heritage Park Blvd
Suite 104
Layton, UT 84041

To the City:

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

1. **Dispute Resolution.**

1.1. **Meet and Confer.** The City and Master Developer shall meet within fifteen (15) business days of any dispute under this ARMDA to resolve the dispute.

1.2. **Mediation.**

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

11. **Incorporation of Recitals and Exhibits.** The Recitals and Exhibits "A" - "E" are hereby incorporated into this ARMDA.

12. **Headings.** The captions used in this ARMDA 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 ARMDA does not create a joint venture relationship, partnership or agency relationship between the City, or Master Developer. Except as specifically set forth herein, the parties do not intend this ARMDA to create any third-party beneficiary rights.

14. **Assignability.** The rights and responsibilities of Master Developer under this ARMDA

may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein, which cannot be unreasonably withheld.

14.1. **Sale of Lots.** Master Developer's selling or conveying any Site within the Property shall not be deemed to be an assignment.

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

14.3. **Process for Assignment.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee. Unless the City objects in writing within twenty (20) business days of notice, the City shall be deemed to have approved of and consented to the assignment. The City 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 ARMDA which are specified to be performed by Master Developer.

14.5. **Complete Assignment.** Master Developer may request the written consent of the City of an assignment of Master Developer's complete interest in this ARMDA. In such cases, the proposed assignee shall have the qualifications and financial responsibility necessary and adequate, as required by the City, to fulfill all obligations undertaken in this ARMDA by Master Developer. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the City gives its written consent to the assignment, Master Developer shall be released from its obligations under this ARMDA for that portion of the Property for which such assignment is approved.

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 ARMDA is held by a court of competent jurisdiction

to be invalid for any reason, the Parties consider and intend that this ARMDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this ARMDA shall remain in full force and affect.

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

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

19. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this ARMDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager. The initial representative for Master Developer shall be Guy M. Haskell. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this ARMDA and the development of the Subdivision.

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

21. **Venue.** Any action to enforce this ARMDA shall be brought only in the Third District Court for the State of Utah.

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

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

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

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

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

27. **Priority.** This ARMDA 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 ARMDA each warrant that they have all of the necessary authority to execute this ARMDA. Specifically, on behalf of the City, the signature of the City Manager is affixed to this ARMDA lawfully binding the City pursuant to Resolution No. ____ adopted by the City on _____, 2023.

[Signatures and Authorizations to follow]

DRAFT

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

MASTER DEVELOPER
Deseret Highlands Investments LLC

GRANTSVILLE CITY

By: _____,
Its: _____

By: _____,
Its: Mayor

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF TOOELE)

On the ____ day of _____, 202_ personally appeared before me _____ who being by me duly sworn, did say that he is the City Manager of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit “A”
Exhibit “B”

The Highlands Master Plan
Legal Description of Property

DRAFT

Exhibit "A"
The Highlands Master Plan

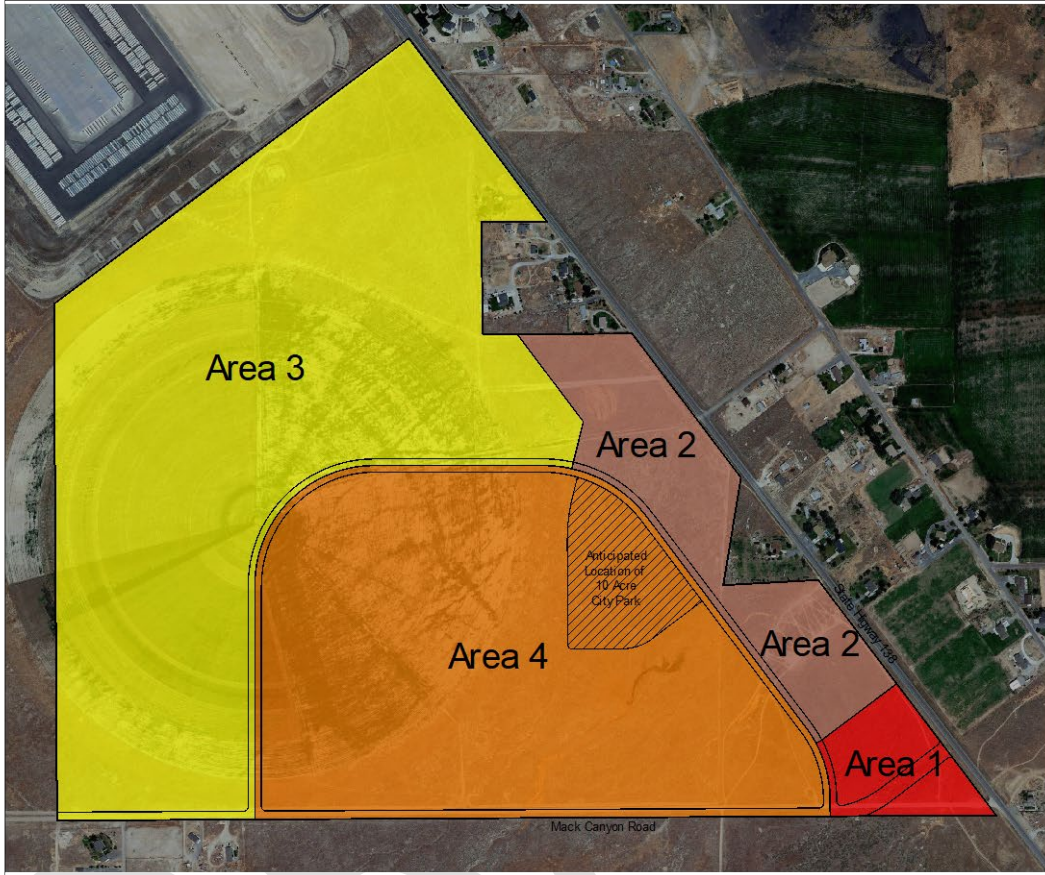
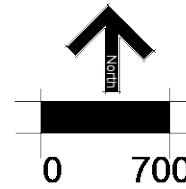


Exhibit "A"
Amended and Restated
Master Development Agreement (ARMDA)
The Highlands
Grantville, UT

Area	Gross Acres	Land Use	DU/ Acre	Maximum Units
1	8.83	Commercial		
2	28.73	Residential	10.44	300
3	148.42	Residential	4.24	630
4	113.49	Residential	8.35	948
298.12		Totals	6.30	1,878



Stephen G. McCutchan
PO Box 382 Draper, UT 84020
(801) 557-6945
stevernplan@gmail.com
October 6, 2023

Exhibit "B"
Legal Description of Property

Beginning at a point on the south line of the Grantsville LLC, Subdivision that is North 00°18'28" West 934.25 feet along the Section line to said south line of from the West Quarter Corner of Section 26, Township 2 South, Range 6 West, Salt Lake Base and Meridian, Tooele County, Utah, as monumented by a brass cap on a steel post set in 1992, and running thence North 53°08'20" East 1135.94 feet along said south line to the westerly line of Highway 138 and to the most northerly corner of Deseret Highlands Subdivision Phase 1; thence South 37°02'16" East 915.73 feet along said westerly Highway line to a corner The Highlands Subdivision Phase 2; thence along the easterly lines of said Phase 2 subdivision and the easterly lines of The Highlands Phase 5 subdivision the following four (4) courses:
(1) South 53°08'20" West 199.89 feet; (2) South 00°41'00" East 294.33 feet; (3) South 02°28'53" East 55.25 feet; (4) South 00°40'20" East 411.91 feet to a Hathcock rebar and cap at an ancient fence corner described as being South 89°41'53" West 1351.742 feet and North 00°00'00" East 2631.749 feet from the South Quarter Corner of said Section 26, said ancient fence corner accepted as marking the Southwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 26; thence North 89°37'34" East 810.24 feet along said fence to a Hathcock rebar and cap on said westerly Highway line; thence South 37°02'16" East 982.27 feet along said westerly line to the extension of a cedar-post fence; thence South 09°16'49" West 593.00 feet along said fence and its extension to a corner; thence North 86°52'49" East 516.79 feet along a fence to said westerly Highway line; thence South 37°02'16" East 1603.97 feet along said westerly line to the South Section line of said Section 26; thence South 89°41'23" West 1435.53 feet along the Section Line to the South Quarter Corner of said Section 26, as monumented by a brass cap in a concrete collar at ground level set in 1982; thence South 89°40'26" West 2643.34 feet along the Section line to the Southwest Corner of said Section 26, as monumented by a brass cap in a concrete collar at ground level set in 1982; thence South 89°42'11" West 1023.00 feet along the section line; thence North 00°20'39" West 100.00 feet along a line parallel to and 1023.00 feet westerly distant from the East line of Section 27, Township 2 South, Range 6 West, Salt Lake Base and Meridian, as monumented by a brass cap in a concrete collar at ground level set in 1982; thence South 89°42'11" West 1023.00 feet along the section line; thence North 00°20'39" West 2635.21 feet along a line parallel to and 1023.00 feet westerly distant from the east line of said Section 27; thence North 00°18'28" East 176.12 feet along said parallel line to the south line of said Grantsville LLC, Subdivision; thence North 53°08'20" East 1269.43 feet along said subdivision line to the northwest corner of Lot 306 and to the point of beginning.

Highlands Development contains 298.119 acres

AGENDA ITEM #2

Approval of Minutes from January 23,
2024 Planning Commission special
meeting.

Public Hearing for the following:

a) Amendment to the Grantsville Land Use and Management Code Chapter 12- Planned Unit Developments
b) Amendment to the Grantsville Land Use and Management Code Chapter 16, Table 16.1
c) Amendment to the Grantsville Land Use and Management Code Chapter 21 Subdivisions

Action Summary:

#1 Amend Chapter 12 Land Use Code	Recommended for approval.
#2 Amend Chapter 16, 16.1 Land Use Code	Recommended for approval.
#3 Amend Chapter 21 Land Use Code	Recommended for approval.
#4 Discussion- Planning Commission facilitation process.	Discussed. No further action needed.

MINUTES OF THE GRANTSVILLE CITY PLANNING COMMISSION, HELD ON JANUARY 23, 2024 AT THE GRANTSVILLE CITY HALL, 429 EAST MAIN STREET, GRANTSVILLE, UTAH AND ON ZOOM. THE MEETING BEGAN AT 7:00 P.M.

Commission Members Present: Vice-Chair: Rick Barchers, Derek Dalton, Rob Jaterka.

On Zoom: John Limburg

Appointed Officers and Employees Present: Public Works Deputy Director Christy Montierth, Planning and Zoning Administrator Cavett Eaton, Planning and Zoning Administrative Assistant Jaina Bassett, Aqua Engineering Consultant Shay Stark, City Manager Jesse Wilson, City Council Member Rhett Butler.

On Zoom: Planning Commission Chairperson John Limburg, Ensign Engineering Consultant Robert Rousselle, Several Unknowns

Citizens and Guests Present: Planning Advisor Gary Pinkham, Karen Eaton

Commission Vice-Chair: Rick Barchers called meeting to order at 6:56 PM

PUBLIC NOTICE: The Grantsville City Planning Commission will hold a Special Meeting at 7:00 p.m. on Tuesday, January 23, 2024 at 429 East Main Street, Grantsville, UT 84029. The agenda is as follows:

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

a) AMENDMENT TO THE GRANTSVILLE LAND USE AND MANAGEMENT CODE – CHAPTER 12 - PLANNED UNIT DEVELOPMENTS

No comments.

b) AMENDMENT TO THE GRANTSVILLE LAND USE AND MANAGEMENT CODE - CHAPTER 16, TABLE 16.1

No comments.

c) AMENDMENT TO THE GRANTSVILLE LAND USE AND MANAGEMENT CODE - CHAPTER 21 SUBDIVISIONS

No comments.

AGENDA:

1. Consideration to recommend approval of an Amendment to the Grantsville Land Use and Management Code – Chapter 12 Planned Unit Developments.

Shay Stark was present to answer questions. He noted that every change that was previously discussed and requested has been made. It was noted that a future discussion is needed regarding the fee-in-lieu and open space requirements.

Derek Dalton made a motion to recommend approval of an Amendment to the Grantsville Land Use and Management Code - Chapter 12 Planned Unit Developments. Rob Jaterka seconded the motion. And all in favor? Motion carried unanimously.

2. Consideration to recommend approval of an Amendment to the Grantsville Land Use and Management Code - Chapter 16, Table 16.1.

Shay Stark was present to answer questions. Shay clarified that the use permitted in this table is only through Conditional Use and they will need to meet those corresponding requirements to be approved for it.

Cavett Eaton clarified that Conditional Use Permits will be approved for the two existing places previously discussed. Any further application permits will be presented to the Planning Commission for approval.

Derek Dalton made a motion to recommend approval of an Amendment to the Grantsville Land Use and Management Code - Chapter 16, Table 16.1. Rob Jaterka seconded the motion. And all in favor? Motion carried unanimously.

3. Consideration to recommend approval of an Amendment to the Grantsville Land Use and Management Code - Chapter 21 Subdivisions.

Shay Stark was present to answer questions. No discussion took place, and no questions were asked.

Derek Dalton made a motion to recommend approval of an Amendment to the Grantsville Land Use and Management Code - Chapter 21 Subdivisions. Rob Jaterka seconded the motion. And all in favor? Motion carried unanimously.

4. Discussion of Planning Commission facilitation process.

Christy Montierth and Shay Stark were present to answer questions. Christy noted that the Planning and Zoning department is implementing a new process for the facilitation of Planning Commission meetings. Christy noted that moving forward, City staff will be the ones presenting agenda items in the Planning Commission meetings instead of the developers. Noted that agenda items for Preliminary and Final Subdivision plans, Planned Unit Development plans (PUDs), and Conditional Use Permits (CUPs) will be presented by the Zoning Advisor and Planning and Engineering consultants with Aqua Engineering and Ensign Engineering. Attorney will present Development Agreements. Developers will present their own Concept Plans. Developers will still be present for each of these presentations, but will not be the ones presenting.

The purpose of this change is to be more clear in the presentation and present facts only. The hope is to be more mindful of everyone's time and to provide a clear statement of the City's

stance on the proposals, and whether they recommend approval or not. Noted that this will save time and confusion.

Rick expressed a desire for specific details of what is being asked, and what is being offered by the applicants, in the presentations moving forward. Rob Jaterka and John Limburg would like to see a cost estimate that supports the amount that is being offered as a give and take.

Cavett Eaton noted that the department will start requiring 3 weeks notice before adding a project to a Planning Commission meeting agenda. The City is working to create a resolution to support this requirement.

Derek Dalton expressed concerns about this new process because of the possibility of individuals talking over each other, and the Commission possibly missing the perspective of developers.

Rick Barchers and John Limburg received the idea of this new process favorably. It was noted that this process will require fine-tuning throughout time, and will be revisited as issues come up.

5. Adjourn

Derek Dalton made a motion to adjourn. Rob Jaterka seconded the motion. And all in favor? Motion carried unanimously. The meeting was adjourned at 7:28pm.

AGENDA ITEM #3

Report from City Council liaison Rhett
Butler.

AGENDA ITEM #4

Adjourn.