

AGENDA ITEM #5

Consideration of Resolution 2021-31
approving a master development
agreement for the Worthington Ranch
Subdivision.

**GRANTSVILLE CITY
RESOLUTION NUMBER 2021-31**

**A RESOLUTION APPROVING A MASTER DEVELOPMENT AGREEMENT FOR
WORTHINGTON RANCH SUBDIVISION.**

WHEREAS, Grantsville City hereby determines that it will be in the best interest of the City to allow development of the subject property in accordance with a Development Agreement between the parties; and

WHEREAS, a Development Agreement will allow defined construction of public infrastructure by the Developer on the Property; and

WHEREAS, the City Council hereby finds this action is in the best interest of the public's health, safety and general welfare.

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

Section 1. Development Agreement. The City of Grantsville approves the Master Development Agreement provided in Exhibit A, otherwise known as the Master Development Agreement for the Worthington Ranch Subdivision.

Section 2. Severability Clause. If any part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all provisions, clauses and words of this Resolution shall be severable.

ADOPTED AND PASSED BY THE CITY COUNCIL OF GRANTSVILLE CITY,
THIS 16th DAY OF JUNE, 2021.

BY ORDER OF THE

By Mayor Brent K. Marshall

ATTEST

Christine Webb, City Recorder

WHEN RECORDED, RETURN TO:

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

**GRANTSVILLE CITY
MASTER DEVELOPMENT AGREEMENT
FOR
WORTHINGTON RANCH SUBDIVISION**

THIS MASTER DEVELOPMENT Agreement (“**Agreement**”) is made and entered as of the ____ day of _____, 2021, by and between Grantsville City, a municipal corporation of the State of Utah (“**City**”) and Mountain Vista Development, Inc. a Utah corporation (“**Developer**”).

RECITALS

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

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

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

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

TERMS

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

- 1.1. **Agreement** means this Master Development Agreement including all of its Exhibits and Addenda, including Addenda added after this Agreement is executed.
- 1.2. **Applicant** means a person or entity submitting a Development Application.
- 1.3. **Buildout** means the completion of all of the development in each phase of the entire Project in accordance with this Agreement.
- 1.4. **City** means Grantsville City, a political subdivision of the State of Utah.
- 1.5. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.
- 1.6. **Council** means the elected City Council of the City.
- 1.7. **Default** means a breach of this Agreement as specified herein.
- 1.8. **Developer** means Mountain Vista Development, Inc and its successors/assignees as permitted by this Agreement.
- 1.9. **Development** means the development of any portion of the Property pursuant to an approved Development Application.
- 1.10. **Development Application** means an application to the City for development of a portion of the Project or any other permit, certificate or other authorization from the City required for development of the Project.
- 1.11. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2019), and approved by the City, subdividing any portion of the Project.
- 1.12. **GLUDMC** means the Grantsville Land Use Management and Development Code.
- 1.13. **LUDMA** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2005), *et seq.*
- 1.14. **Maximum Residential Units** means the development on the Property of Mountain Vista Subdivision, sixty-two (62) Residential Dwelling Units
- 1.15. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.
- 1.16. **Party/Parties** means, in the singular, Developer or the City; in the plural Developer and the City.
- 1.17. **Final Plat** means the final plat for the development of the Project, which has been approved by the City and which is attached as Exhibit "B."
- 1.18. **Project** means the residential subdivision to be constructed on the Property, in phases, pursuant to this Agreement with the associated Public Infrastructure and private facilities, and all of the other aspects approved as part of this Agreement.
- 1.19. **Property** means the real property owned by and to be developed by Developer more fully described in Exhibit A.
- 1.20. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application.
- 1.21. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as attached residences as illustrated on the Final Plan.
- 1.22. **Zoning** means the RR-2.5 zoning of the Property.

2. Development of the Project.

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

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

3. Vested Rights.

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

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

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

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

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

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

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

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

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

3.2.8. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a

compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2020).

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

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

6. **Public Infrastructure.**

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

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

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

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

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

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

7. Upsizing/Reimbursements to Developer.

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

8. Default.

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

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

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

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

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

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

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

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

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

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

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

8.6. Limitation on Recovery for Default – No Damages against the City. Anything in

this Agreement notwithstanding, Developer shall not be entitled to any claim for any monetary damages as a result of any breach of this Agreement and Developer waives any claims thereto. The sole remedy available to Developer and any assignee shall be that of specific performance.

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

To the Developer:

Mountain Vista Development, Inc.
Monte Kingston
[Address]
lrkingston@me.com

To the City:

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

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

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

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

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

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

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

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

14.3. **Process for Assignment.** Developer shall give Notice to the City of any proposed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. 2021-31 adopted by the City on June 16, 2021.

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
Mountain Vista Development, Inc.

GRANTSVILLE CITY

By: _____
Its: _____

By: Brent K. Marshall,
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 _____, 2021 personally appeared before me Brent K. Marshall who being by me duly sworn, did say that he is the Mayor of Grantsville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
) :ss.
COUNTY OF _____)

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

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

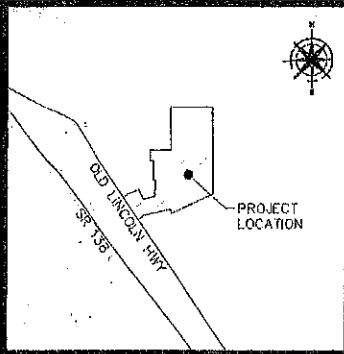
Exhibit "A"	Legal Description of Property
Exhibit "B"	Final Plat
Addendum No. 1	Specific Project Terms
Exhibit 1 to Addendum No. 1	Preliminary Plan Sheet V-001
Addendum No. 2	Dispute Resolution Procedures

Exhibit "A"
Legal Description of Property

Tax Parcel #01-040-A-0014

THAT PORTION WITHIN SEC 23, T2S, R6W OF THE FOLLOWING DESC PPTY: BEG AT N 1/4 COR OF SEC 23, T2S, R6W, SLB&M; TOOELE COUNTY, UTAH AND RUN TH S 0°35'22" E 2738.94 FT ALG THE N-S 1/4 SEC LI TO THE NRLY LI OF THAT PPTY CONVEYED IN BK 459, PG 324 (CHRISTIANSEN PPTY); TH S 66°47'24" W 1443.67 FT ALG SD LI AND A FENCE LI TH N 10°36'54" W 138.58 FT; TH S 76°32'09" W 579.03 FT; TH S 76°45'09" W 271.78 FT; ALG A FENCE TH S 50°45'53" W 213.19 FT TO THE E LI OF THE OLD LINCOLN HWY AND RUN TH ALG SD LI THE FOLLOWING 3 COURSES AND DISTANCES; (1) N 33°27'52" W 540.51 FT (2) N 33°10'00" W 919.88 FT, (3) N 32°58'50" W 313.48 FT TO THE SOUTHERLY LI OF LOT 1, SAGE ACRES MINOR SUB; TH E 660.59 FT ALG SD LI TO THE W LI OF SEC 23, T2S, R6W, TH N 0°44'15" W 677.03 FT ALG SD LI TO THE 40 ACRE LI; TH N 89°44'38" E 1325.38 FT ALG SD LI TO ANOTHER 40 ACRE LI; TH N 0°39'49" W 1333.36 FT ALG SD LI TO THE N LI OF SD SEC 23; TH N 89°51'07" E 1327.12 FT ALG SD LI TO THE POB. ---LESS THAT PORTION WITHIN SEC 22, T2S, R6W (7.82 AC) (OUT OF 5-77-15 FOR 2008 YR) 151.25 AC. OUT OF 5-77-16 FOR 2008 YEAR. 151.25 AC

Exhibit "B"
Final Plat



VICINITY MAP
1:2000

LEGEND

- BOUNDARY
- - - SECTION LINE
- - - EASEMENT
- - - RIGHT-OF-WAY LINE
- - - CENTRAL LINE
- - - EXISTING PROPERTY LINE
- - - PROPOSED BOUNDARY MARKER
- ⊕ SECTION MONUMENT (FOUND)
- ⊕ SECTION MONUMENT (CALCULATED)
- ⊕ STREET MONUMENT (TO BE SET)

- NOTES**
- #5 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT & PARCEL CORNERS & BOUNDARY MARKERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.
 - ALL COMMON AREAS AND STREETS OR DRIVES TO SERVE AS PUBLIC UTILITY EASEMENTS.
 - PARCEL A IS OWNED AND MAINTAINED BY THE HOA.
 - PARCEL B IS OWNED AND MAINTAINED BY GRANTSVILLE CITY.

Boundary Line Table

LINE	DIRECTION	LENGTH
L1	EAST	16.86
L2	NORTH	173.00

Line Table

LINE	DIRECTION	LENGTH
L3	N90°17'58"W	57.11

DATE: 4/6/21 PAGE: 1 OF 4

PREPARED FOR
OWNER/DEVELOPER
MOUNTAIN VISTA DEVELOPMENT, INC.
668 F 12335 S, SUITE 201
DRAPER, UTAH 84020
(801) 553-8400
CONTACT: DEREK K. ELLIS

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLC
2070 NORTH 1000 WEST
MIDVALE, UTAH 84002
www.focuseng.com

GRANTSVILLE CITY
PUBLIC WORKS
APPROVED THIS _____ DAY OF _____ A.D. 20____
BY THE DIRECTOR OF PUBLIC WORKS FOR
GRANTSVILLE CITY

CITY ATTORNEY
APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____
GRANTSVILLE CITY ATTORNEY

GRANTSVILLE CITY FIRE
DEPARTMENT
APPROVED THIS _____ DAY OF _____ A.D. 20____
BY THE GRANTSVILLE CITY FIRE DEPARTMENT

TOOELE COUNTY TREASURER
APPROVED THIS _____ DAY OF _____ A.D. 20____
BY THE TOOELE COUNTY TREASURER.
PROPERTY TAXES DUE AND OWING HAVE BEEN PAID IN FULL.
TOOELE COUNTY TREASURER

GRANTSVILLE CITY
PLANNING COMMISSION
APPROVED THIS _____ DAY OF _____ A.D. 20____ BY
THE GRANTSVILLE CITY PLANNING COMMISSION.

CITY MAYOR
APPROVED THIS _____ DAY OF _____ A.D. 20____
BY THE GRANTSVILLE CITY MAYOR.
ATTEST: CITY RECORDER MAYOR

TOOELE COUNTY SURVEYOR
APPROVED THIS _____ DAY OF _____ A.D. 20____
ROS # PENDING

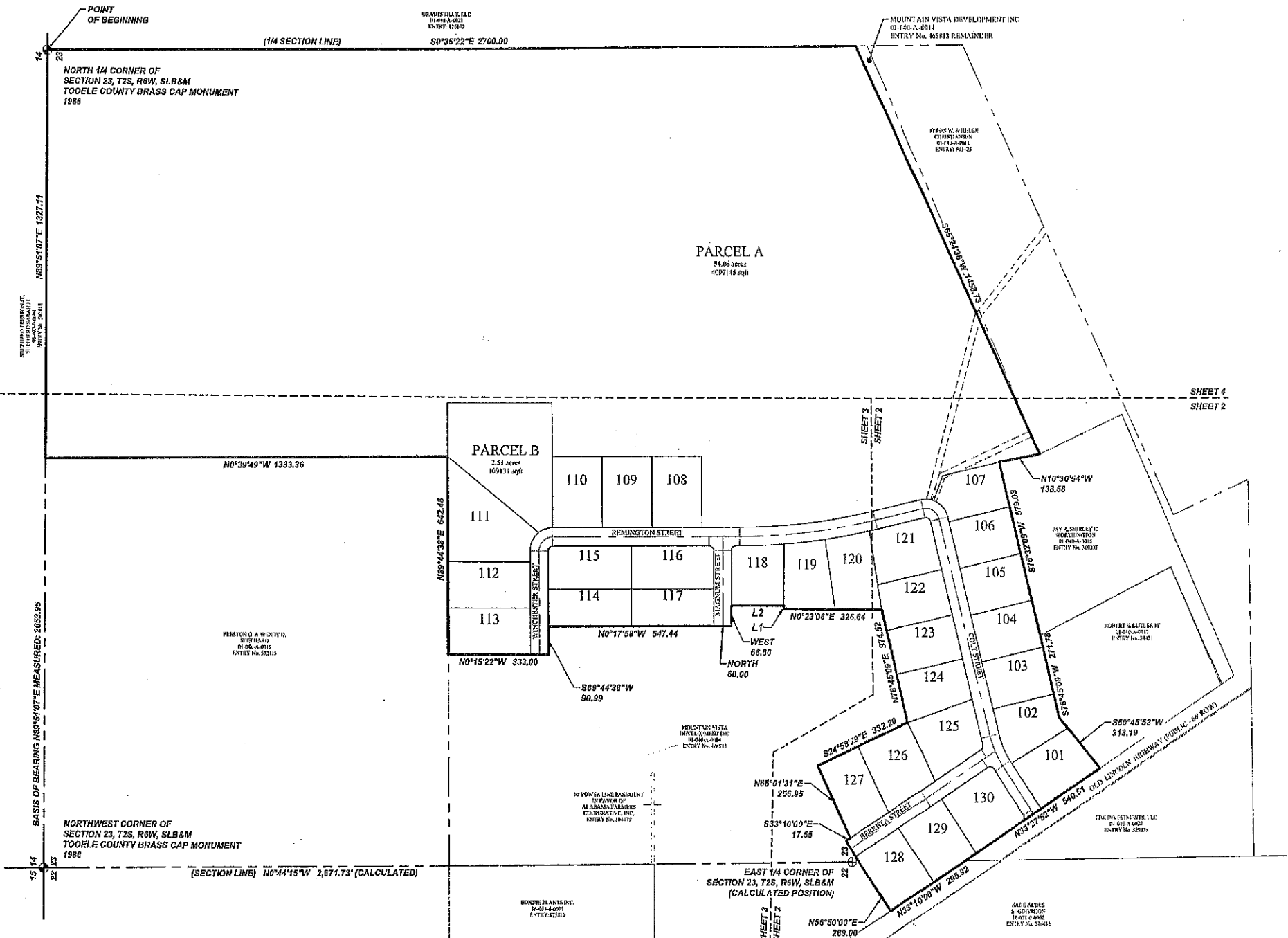
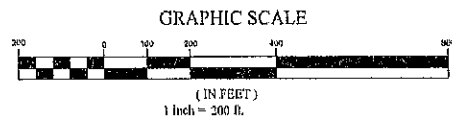
RECORD OF SURVEY
PER STATE STATUTE 17-23-17, A SURVEY THAT INCLUDES
THE LANDS SHOWN HEREON HAS BEEN COMPLETED AND
FILED IN THE OFFICE OF THE TOOELE COUNTY
SURVEYOR AND ASSIGNED FILE NO. _____ PENDING

GRANTSVILLE CITY ENGINEER
APPROVED THIS _____ DAY OF _____ A.D. 20____

TOOELE COUNTY RECORDER
NO. _____
STATE OF UTAH, COUNTY OF TOOELE, RECORDED & FILED AT THE
REQUEST OF _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEB \$ _____
TOOELE COUNTY RECORDER

WORTHINGTON RANCH

SUBDIVISION
PHASE 1
FINAL PLAT
LOCATED IN THE SW1/4 & NW1/4 OF
SECTION 23, T2S, R6W,
SALT LAKE BASE & MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH



SURVEYOR'S CERTIFICATE
I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 183395 in accordance with Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Act. I further certify that by authority of the owners I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17, have verified all measurements, and have subdivided said tract of land into lots, parcels, and streets, together with easements, to be hereafter known as WORTHINGTON RANCH SUBDIVISION PHASE 1, and the same has, or will be correctly surveyed and monumented on the ground as shown on this Plat, and that this Plat is true and correct.
Evan J. Wood
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 183395
DATE 04/09/2021

BOUNDARY DESCRIPTION
A portion of the SW1/4 & NW1/4 of Section 23, Township 2 South, Range 6 West, Salt Lake Base & Meridian, Grantville City, Tooele County, State of Utah, more particularly described as follows:
Beginning at the North 1/4 Corner of Section 23, Township 2 South, Range 6 West, Salt Lake Base and Meridian; running thence along the 1/4 Section line S00°35'22"E 2,700.00 feet; thence S65°24'38"W 1458.73 feet; thence N10°36'54"W 138.58 feet to a fence line; thence along a fence line S76°32'09"W 579.03 feet; thence along a fence line S76°45'09"W 271.78 feet; thence along a fence line S80°45'53"W 213.19 feet to the easterly right of way line of Old Lincoln Highway; thence along said easterly right of way line the following two (2) courses: (1) N33°27'52"W 540.51 feet; thence (2) N33°10'00"W 295.92 feet; thence N56°30'00"E 269.00 feet; thence S33°10'00"E 17.55 feet; thence N65°01'31"E 256.95 feet; thence S24°58'29"E 332.20 feet; thence N76°45'09"E 374.52 feet; thence N00°21'00"E 326.64 feet; thence East 10.00 feet; thence North 173.00 feet; thence West 66.00 feet; thence North 60.00 feet; thence N00°17'58"W 547.44 feet; thence S89°44'38"W 80.99 feet; thence N00°15'22"W 333.00 feet to the 1/16th (40 acre) line; thence along the 1/16th (40 acre) line N89°44'38"E 643.48 feet to the 1/16th (40 acre) line; thence along the 1/16th (40 acre) line N30°39'49"W 1,333.36 feet to the Section line; thence along the Section line N89°51'07"E 1,327.11 feet to the point of beginning.
Contains: 126.85 acres ±
30 Lots
2 Parcels

OWNER'S DEDICATION
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE HEREON DESCRIBED TRACT OF LAND AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, PARCELS AND STREETS TOGETHER WITH EASEMENTS AS SET FORTH HEREAFTER TO BE KNOWN AS
**WORTHINGTON RANCH
SUBDIVISION
PHASE 1
FINAL PLAT**

THE UNDERSIGNED OWNERS HEREBY DEDICATE TO GRANTSVILLE CITY ALL THOSE TRACTS OF LAND DESIGNATED ON THIS PLAT AS STREETS. THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO GRANTSVILLE CITY AND TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN ON THIS PLAT. THE SAME TO BE USED FOR DRAINAGE AND THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY SERVICE LINES AND FACILITIES.
IN WITNESS WHEREOF _____ HAVE HERETO SET
HAND THIS _____ DAY OF _____ A.D. 20____
BY _____ BY _____
ITS _____ ITS _____

CORPORATE ACKNOWLEDGMENT
STATE OF UTAH
S.S.
COUNTY OF _____
ON THE _____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ OF UTAH, _____ WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE _____ OF _____ A UTAH INC. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID COMPANY FOR THE PURPOSES THEREIN MENTIONED.
MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN UTAH RESIDING IN _____ COUNTY
MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY

**WORTHINGTON RANCH CONSERVATION SUBDIVISION
ADDENDUM NO.1**

TERMS

1. **Definitions.** The capitalized terms used in this Addendum No. 1 shall have the meanings set forth in the MDA unless otherwise specified herein.

**Conservation Subdivision Approval Based Upon Requirements Found in
GLUDMC 21.1.12 – 21.1.25 prior to October 2018.**

City Council Minutes 12-05-2018

Consideration of a concept plan amendment for Mountain Vista Development, Inc. to go from 51 lots to 62 lots for the Worthington Ranch Subdivision at approximately 1000 North Old Lincoln Hwy in the RR-2.5 zone.

Monte Kingston and Derek Ellis were present on this item. Mayor Marshall asked if the property will still have the conservancy area. Mr. Kingston answered yes, they will have the open space area. He added they realized there had not been a formal study done. The Planning Commission asked them to have one done. Mr. Kingston reported they had one completed. The study was to determine the amount of wetlands on the property. They also did an endangered species analysis. It determined the amount of wetlands they had to take out of the formula to decide how many units they would be able to get for this development.

Councilman Stice stated that according to the study there is twenty percent (20%) that is basically non-usable because of the water table. Mr. Ellis stated they did not anticipate building houses there; it will be used for open space.

Councilman Critchlow felt the development was out of place. He stated there is nothing else out there. Councilman Stice asked where the sewer line is. It will run through the Nielsen property to the line that runs from the Wal-Mart Distribution Center.

Councilwoman Allen asked if they had ever had a discussion with the conservancy district. Mr. Ellis explained that initially they were going to go with the conservancy district, but they decided to have the open space in the subdivision so the residents can use it. Mr. Ellis felt this will be a good use of the land.

Councilwoman Sparks pointed out this had already been approved. They were just asking to change the number of lots.

Motion: Councilman Tripp made a motion to approve a concept plan amendment for Mountain Vista Development, Inc. to go from 51 lots to 62 lots for the Worthington Ranch Subdivision at approximately 1000 North Old Lincoln Hwy in the RR-2.5 zone. Councilwoman Sparks seconded the motion. The vote was as follows: Councilman Critchlow, “Nay”, Councilwoman Allen, “Aye”, Councilman Tripp, “Aye”, Councilman Stice, “Aye”, and Councilwoman Sparks, “Aye”. The motion carried.

2. **Modifications to GLUDMA and Other City Standards.** The City has agreed to the following exceptions to the GLUDMA and Grantsville City Construction Standards and Specifications:
 - a. The City has agreed to a variance from Grantsville City Standard Street Sections. The concept for this project was approved (08-02-2017) prior to the repeal of the 60-foot residential street section (9-20-2017). The variance to the residential street section involves a single 8-foot asphalt trail on one side of the street in place of the traditional 5-foot sidewalks on two sides of the street.
 - b. The Development shall comply with all other GLUDMC and other City Standards.
3. **Offsite Improvements.**
 - a. Sewer Improvements: The Developer shall construct approximately 1,100 linear feet of 15” offsite gravity sewer line to connect the subdivision sewer system into the City sewer system. The offsite line shall be constructed in a 20 foot wide utility easement (two easements form separate property owners) that has been procured by the Developer and placed in the City’s name.
4. **Open Space:**
 - a. The Worthington Subdivision includes 94.06 acres held and maintained in perpetuity by the HOA for open space and recreational purposes for the residents of the subdivision.
5. **Water:** (This section will be updated based upon the outcome of the City Council Discussion)
 - a. The City and the Developer agree that water is a relatively scarce and valuable resource in the State of Utah, and in the City of Grantsville, and desire to promote and ensure of its conservation and efficient use within the Worthington Ranch Subdivision. Each lot owner shall restrict water use to a maximum of 0.58 acre feet for outside water use.
 - b. Each lot owner shall be required to provide the City a landscape plan which has been approved by the HOA and adheres to the water use calculations currently adopted by the State of Utah for each of the specified uses not to exceed 0.58 acre feet.
The HOA shall ensure that all landscaping plans are complete with an irrigation plan. All Plants, not part of a fruit/vegetable garden, will be selected from an

approved list of plants for the microclimate and soil conditions of the land, unless approved by the HOA - see www.waterwiseplants.utah.gov and www.conservewater.utah.gov .

Irrigation systems shall have an automatic controller installed, with multiple program and multiple repeat cycle capabilities and a flexible calendar program. All controllers shall be equipped with an automatic Rain Shut-Off Device.

6. **Construction Coordination:**

- a. The Developer shall provide the City 48 hours' notice to coordinate with the City prior to working on or around existing City water and sewer infrastructure.
- b. All connections to City water and sewer infrastructure shall be inspected by the City prior to back-filling.
- c. The Developer shall request inspections at least 48 hours prior to the day the Contractor desires the inspection to occur.
- d. The Developer shall request disinfection testing at least 48 hours prior to the day the Contractor desires the testing to occur.

ATTACHMENT I TO ADDENDUM NO. 1
PRELIMINARY PLAT

**Addendum No. 2
(Dispute Resolution)**

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

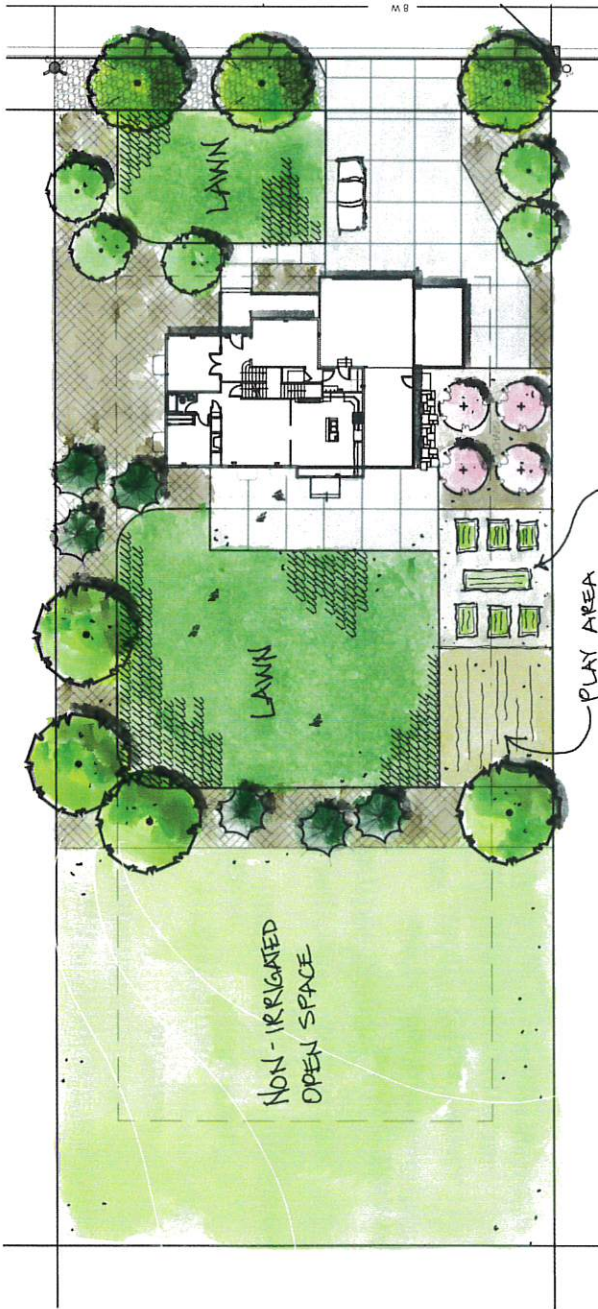
2. **Mediation.**

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



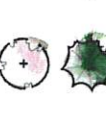


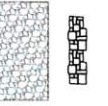

2.2. Mediation Process. If the City and Developer/Applicant are unable to resolve a disagreement subject to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the Parties are unable to agree on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



GRAPHIC SCALE



LANDSCAPE LEGEND

-  DECIDUOUS TREE
-  STREET TREE
-  FRUIT TREE
-  EVERGREEN TREE
-  DRIP IRRIGATED SHRUB BEDS
-  ROCK MULCH
-  FLAGSTONE PATH

Landscape Water Allowance Calculation (Average Lot Size: 36,772 s.f.)

Hydrozone	Plant Factor Class	Area (s.f.)	Northern Utah Annual ETO	Conversion to gallons	Total Gallons Annually
Lawn Area	High	6,184	x 31.17	x .62	119,508
Planting Beds	Low	6,268	x 31.17	x .62	60,566
Vegetable Garden	Low	925	x 31.17	x .62	8,938
Non-irrigated		10,157	x 31.17	x .0	0
Total Area = 36,772 s.f.		64=23,534 s.f.			Total Gallons = 189,012 (0.58 acre ft.)

Water Allowance: 62 lots x 0.58= 35.96 acre ft.

WORTHINGTON GRANTSVILLE, UTAH TYPICAL LANDSCAPE PLAN # 2

















