

**WHEN RECORDED, RETURN TO:**

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

**GRANTSVILLE CITY**  
**MASTER DEVELOPMENT AGREEMENT**  
**FOR**  
**SCENIC SLOPES P.U.D. SUBDIVISION**

THIS MASTER DEVELOPMENT Agreement (“**Agreement**”) is made and entered as of the 11<sup>th</sup> day of April, 2021, by and between Grantsville City, a municipal corporation of the State of Utah (“**City**”) and Mountain Vista Development, 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 Concept Plan and Final Plat. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

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 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 Scenic Slopes P.U.D. Subdivision, sixty-six (66) 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. The Parties agree that Developer does not own the Butler parcels.
- 1.20. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other public entities as a condition of the approval of a Development Application.
- 1.21. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as attached residences as illustrated on the Final Plan.
- 1.22. **Zoning** means the R-1-21 zoning of the Property.

## 2. Development of the Project.

**2.1. Compliance with the Final Plat and this Agreement.** Development of the Project shall be in accordance with LUDMA, GLUDMC, the City's Future Laws (to the extent they are applicable as specified in this Agreement), the 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, 2026. If Developer has not been declared to be currently in

Default as of January 31, 2026 (and if any such Default is not being cured) then this Agreement shall be automatically extended until January 31, 2031. 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 phase 1 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.  
Derek Ellis  
668 E. 12225 S., Suite 104  
Draper, UT 84020  
dkellis@mtn-vista.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.

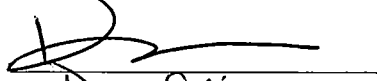
26. **Recordation and Running with the Land.** This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land.

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

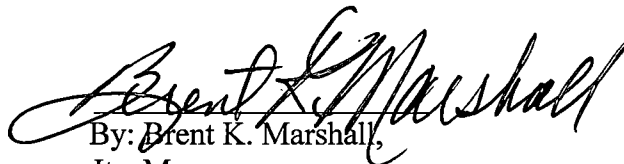
28. **Authority.** The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. 2021-18 adopted by the City on April 7, 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.

  
By: Jack Ellis  
Its: VP - General

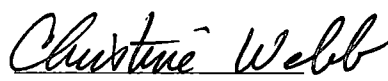
GRANTSVILLE CITY

  
By: Brent K. Marshall  
Its: Mayor

Approved as to form and legality:

  
City Attorney  
Brett Coombs

Attest:

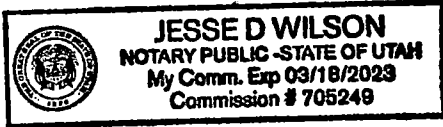
  
City Recorder  
Christine Webb



**CITY ACKNOWLEDGMENT**

STATE OF UTAH )  
 :ss.  
COUNTY OF TOOELE )

On the 19 day of April, 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.



[Signature]  
NOTARY PUBLIC

My Commission Expires: 3/18/2023

Residing at: Grantsville, UT

**DEVELOPER ACKNOWLEDGMENT**

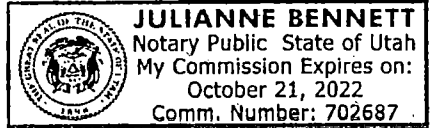
STATE OF UTAH )  
 :ss.  
COUNTY OF Salt Lake )

On the 16th day of April, 2021, personally appeared before me Derek K. Ellis, who being by me duly sworn, did say that he/she is the V.P. Finance of Mountain Vista Development, 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.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 10/21/22

Residing at: Salt Lake City



## 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

## Scenic Slopes Parcel Numbers and Legal Descriptions

### 01-077-0-0057

**Legal** BEG AT THE CTR OF SEC 1, T3S, R6W, SLB&M, TH S 1320 FT, TH S 89°53'46" W 957.04 FT, TH N 65°38'47" W 568.87 FT, TH N 19° E 1120 FT M/L TO THE E-W CTR SEC LI, TH E ALG SD CTR LI 935 FT TO POB. (BALANCE OF 1-77-20 AFTER 1-77-55 & 56 FOR 2002 YEAR - ACREAGE ADJUSTED TO MATCH DOCUMENTATION OF RECORD.)  
33.29 AC

### 01-077-0-0018

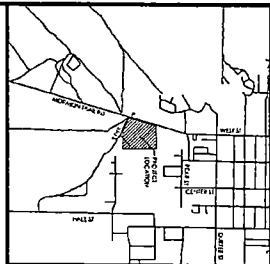
**Legal** BEG AT CNTR OF SEC 1, T3S, R6W, SLB&M, TH S 0°11'39" W 872.36 FT, TH S 89°56'46" E 181.50 FT, TH S 0°11'39" W 120 FT, TH N 89°56'46" W 181.50 FT, TH S 0°11'39" W 327.64 FT, TH E 660 FT, TH N 1320 FT, TH W 660 FT TO POB. BALANCE AFTER 1-77-45 FOR 99 YEAR. 19.50 AC-----MORE PARTICULARLY DESCRIBED AS A PARCLE OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN IN THE CITY OF GRANTSVILLE, TOOELE COUNTY, STATE OF UTAH, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN, SAID CENTER QUARTER CORNER LIES NORTH 89°59'17" EAST 2631.85 FEET FROM A TOOELE COUNTY DEPENDENT RESURVEY MONUMENT (DATED 1986) REPRESENTING THE WEST QUARTER CORNER OF SAID SECTION 1 (BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°59'17" EAST 5263.71 FEET ALONG THE CENTER SECTION LINE DEFINED BY TOOELE COUNTY DEPENDENT RESURVEY MONUMENTS REPRESENTING THE WEST AND EAST QUARTER CORNERS OF SAID SECTION 1.);THENCE ALONG THE CENTER SECTION LINE, NORTH 89°59'17" EAST 657.94 FEET (RECORD = WEST 660 FEET); THENCE ALONG THE EASTERLY LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, SOUTH 0°13'10" WEST 1322.37 FEET (RECORD = NORTH 1320 FEET); THENCE ALONG THE SOUTHERLY LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, SOUTH 89°55'38" WEST 657.41 FEET (RECORD = EAST 660 FEET); THENCE ALONG THE WESTERLY LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, NORTH 0°11'46" EAST 330.70 FEET (RECORD = SOUTH 0°11'39" WEST 327.64 FEET) TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED JUNE 5, 1998 AS ENTRY NO.112775 IN BOOK 510 AT PAGE 2 1 IN THE OFFICE OF THE TOOELE COUNTY RECORDER; THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES:  
(1) SOUTH 89°56'46" EAST 181.50 FEET;  
(2) NORTH 0°11'46" EAST 120.00 FEET (RECORD = S 0°11'39" W);

(3) NORTH 89°56'46" WEST 181.50 FEET;  
THENCE ALONG THE WESTERLY LINE OF SAID WEST HALF OF THE NORTHWEST  
QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, NORTH 0°11'46"  
EAST 872.36 FEET (RECORD = S 0°11'39" W) TO THE POINT OF BEGINNING.  
THE ABOVE-DESCRIBED REMAINDER PORTION CONTAINS APPROXIMATELY  
19.470 ACRES

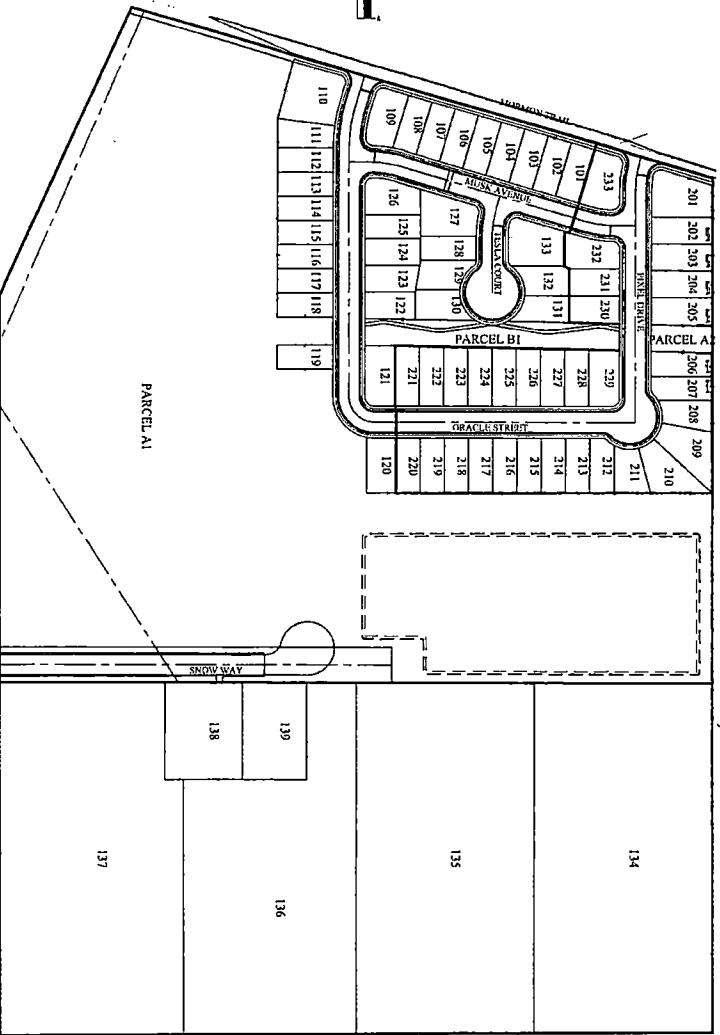
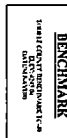
**01-077-0-0045**

**Legal** BEG W 1973.93 FT S .032 FT. S 89°59'27" W 657.98 FT, AND S 00°11'39" W 872.36  
FT FROM E 1/4 COR SEC 1, T3S, R6W, SLB&M; TH S 89°56'46" E 181.50 FT; TH S  
00°11'39" W 120.00 FT; TH N 89°56'46" W 181.50 FT; TH N 00°11'39" E 120.00 FT TO POB-  
-SUB/TO A 7.5 FT PUBLIC UTILITY EASEMENT AROUND THE ENTIRE EXTERIOR  
BDY. OUT OF 1-77-18 FOR 99 YEAR. 0.50 AC

Exhibit "B"  
Final Plat



PARCEL 1		PARCEL 2	
TOTAL AREA	5.07	17.24	0.84
IMPERVIOUS AREA	1.29	70.00	0.48
PERVIOUS AREA	3.78	17.24	0.84
IMPERVIOUS AREA	1.29	70.00	0.48
PERVIOUS AREA	3.78	17.24	0.84
TOTAL AREA	5.07	17.24	0.84
IMPERVIOUS AREA	1.29	70.00	0.48
PERVIOUS AREA	3.78	17.24	0.84



# SCENIC SLOPES

PREPARED FOR:  
MOUNTAIN VISTA DEVELOPMENT  
LOCATED IN:  
GRANTSVILLE, UT

## ENGINEER'S NOTES TO CONTRACTOR

1. THE ENGINEER AND LANDOWNER OR AN INTERESTED PARTY ARE RESPONSIBLE FOR THE ACCURACY OF THE DATA AND INFORMATION PROVIDED TO THE ENGINEER FOR THE PREPARATION OF THIS PLAN. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE DATA AND INFORMATION PROVIDED TO HIMSELF AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE ENGINEER HAS NOT CONDUCTED SURVEYING OR MEASUREMENTS TO VERIFY THE DATA AND INFORMATION PROVIDED TO HIMSELF.
2. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE DATA AND INFORMATION PROVIDED TO HIMSELF AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE ENGINEER HAS NOT CONDUCTED SURVEYING OR MEASUREMENTS TO VERIFY THE DATA AND INFORMATION PROVIDED TO HIMSELF.
3. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE DATA AND INFORMATION PROVIDED TO HIMSELF AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE ENGINEER HAS NOT CONDUCTED SURVEYING OR MEASUREMENTS TO VERIFY THE DATA AND INFORMATION PROVIDED TO HIMSELF.
4. THE ENGINEER HAS CONDUCTED VISUAL GENERAL VERIFICATION OF THE DATA AND INFORMATION PROVIDED TO HIMSELF AND HAS FOUND IT TO BE REASONABLY ACCURATE. THE ENGINEER HAS NOT CONDUCTED SURVEYING OR MEASUREMENTS TO VERIFY THE DATA AND INFORMATION PROVIDED TO HIMSELF.

## SITE MAP

## CONTACTS



SCOTT L. TAYLOR  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF UTAH LICENSE NO. 3651  
1000 SOUTH 1000 WEST  
GRANTSVILLE, UTAH 84305-1155  
TEL: 435-533-1155  
FAX: 435-533-1155  
EMAIL: scott@scottl.com

Sheet Number	Sheet Title
C1	COVER
C2.1	FINAL PLAN
C2.2	FINAL PLAN
C2.3	FINAL PLAN
C2.4	FINAL PLAN PH 2
C3	EXISTING CONDITIONS PLAN
C4	OVERALL SITE PLAN
C4.1	SITE PLAN
C4.2	SITE PLAN
C4.3	SITE PLAN
C5	OVERALL GRADING PLAN
C5.1	GRADING PLAN
C5.2	GRADING PLAN
C5.3	GRADING PLAN
C5.4	GRADING PLAN
C5.5	GRADING PLAN
C5.6	GRADING PLAN
C5.7	POND GRADING PLAN
C6	OVERALL DRAINAGE PLAN
C6.1	DRAINAGE PLAN
C6.2	DRAINAGE PLAN
C6.3	DRAINAGE PLAN
C6.4	DRAINAGE PLAN
C6.5	DRAINAGE PLAN
C6.6	DRAINAGE PLAN
C6.7	POND DRAINAGE PLAN
C7	OVERALL SEWER PLAN
C7.1	SEWER PLAN
C7.2	SEWER PLAN
C7.3	SEWER PLAN
C8	OVERALL WATER PLAN
C8.1	WATER PLAN
C8.2	WATER PLAN
C8.3	WATER PLAN
C9	BROSION CONTROL PLAN
C10	STRIPING & SIGNAGE PLAN
PP1	PIXEL DRIVE
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PP5	DOMAIN LANE
PP6	MILK AVENUE
PP7	MILK AVENUE
PP8	ORACLE STREET
PP9	ORACLE STREET
PP10	SNOW WAY
PP11	SNOW WAY
PP12	MORRISON TRAIL
PP13	MORRISON TRAIL
PP14	MORRISON TRAIL
PP15	PONDS
PP16	RETAINING WALL
PP17	RETAINING WALL
PP18	OFFSHIRE SEWER
PP19	OFFSHIRE SEWER
PP20	OFFSHIRE SEWER
PP21	WATER LOOP
D1	DETAILS
D2	DETAILS
D3	DETAILS
D4	DETAILS
D5	DETAILS
D6	DETAILS
D7	DETAILS
D8	DETAILS
D9	NOTES

REVISION BLOCK	DATE	DESCRIPTION

# SCENIC SLOPES

GRANTSVILLE, UT  
COVER



**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
6429 S. HIGH TECH DRIVE SUITE 300  
MIDVALE, UTAH 84047 PH: (801) 352-0075  
www.focus-ut.com

COVER  
C1

**SCENIC SLOPES PUD  
ADDENDUM NO.1**

**TERMS**

1. **Definitions.** The capitalized terms used in this Addendum No. 1 shall have the meanings set forth in the MDA unless otherwise specified herein.
  
2. **PUD Objectives GLUDMC Chapter 12.1 Planned Unit Developments-Purpose.**  
The City has accepted that the Developers project description of the Scenic Slopes PUD provided in Attachment I of Addendum No. 1 conform to the five objectives listed in GLUDMC 12.1. Conformance to the objectives is a basic justification for the City allowing certain exceptions to the city ordinances as necessary to realize the PUD Plan.
  
3. **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. GLUDMC Chapter 15.1 Residential and Multiple Residential Districts- Residential District R-1-21. Lots smaller than 21,780 sq.ft. in the R-1-21 Zone. The project is developing 66 lots on approximately 33 acres plus an additional 6 lots for the Butler family on approximately 20 acres. No single-family lot will be smaller than 4,500 sq.ft.. See the Cover Sheet (Sheet C-1) of the Phase 1 Construction Drawings Scenic Slopes PUD March 2, 2021 located in Attachment II of Addendum No.1. for the layout of the approved lot configuration for the entire project. (The layout was amended as part of the Phase 1 final plat approval from the preliminary plans due to engineering requirements.)
  - b. Variance from Grantsville City Standard Street Sections. See Sheets C4.1 & C4.2 of the Phase 1 Construction Drawings Scenic Slopes PUD March 2, 2021 located in in Attachment II of Addendum No.1. The approved sections match the City 66' standard local street cross section with the exception of 3-foot-wide xeriscape par strips in place of the 6.5-foot-wide park strips. The total right of way width is 59 feet.
  - c. Driveways within the subdivision may not meet the minimum 60 distance between the driveway and the intersection street right of way as required in GLUDMC Chapter 6.9-g-ii Off-Street Parking and Loading-Residential Districts. Slower posted street speed limits and traffic calming devices shall be constructed per engineering recommendations to mitigate the reduced distance between driveways and intersections within the site. In no case shall the 60-foot minimum spacing be reduced on lots 110 and 201 located at entry street intersections with Mormon Trail Road.
  - d. Setbacks in the R-1-21 Zone are reduced due to the smaller lot size as follows. Front setback of 50 feet is reduced to a staggered 23 and 25 feet (staggered every other unit). Side setbacks have been reduced from 10 feet to 7 feet. The side setback reduction also requires that the side PUE be reduced from 7.5 feet to 7 feet. Corner

side setback are reduced from 40 feet to 15 feet. Rear setbacks are reduced from 30 feet to 15 feet.

- e. An exception to the maximum 35 feet building height, increasing this to 42 feet has been granted on Pixel Drive, Musk Avenue, Tesla Court and Domain Lane. This exception is only allowed for the Developers largest house plan and will not be constructed on any lots on Oracle Street that are adjacent to the park, to preserve the view shed looking west from surrounding properties.
  - f. The Development shall comply with all other GLUDMC and other City Standards.
4. **Open Space:**
- a. As detailed on the Phase 1 and Phase 2 Plat Sheets of the Phase 1 Construction Drawings Scenic Slopes PUD March 2, 2021 located in in Attachment II of Addendum No.1., the Developer shall provide a total of 20.09 acres of which portions shall be dedicated to the City.
5. **Water:**
- a. The City has agreed to use the formula found in Attachment III of Addendum No. 1 to determine the water requirements for the residential lots due to the small lot size and the presence of xeriscape area proposed on each lot. Water Rights totaling 38.51-acre feet of water shall be provided by the Developer for the residential lots. The owners of the Butler lots will be required to provide water at the time the lots are developed or a house is constructed.
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

## PUD Objectives Scenic Slopes Subdivision

- A) This 33 acre parcel is currently zoned for, and shown in the General Plan as, ½ acre lots – or 66 single-family lots. Our objective is to keep the lot count at 66 lots, but to provide a new product in the City, which is proving to be very popular with the Millennial demographic. The balance of the site (approximately 21 acres) will be donated to the City of Grantsville for a future Regional Park.

The City requires a minimum of open space of 10% of the total parcel acreage. The total acreage of the Scenic Slopes parcel is 33 acres. Therefore, the open space requirement for Scenic Slopes would be 3.3 acres. The developer, Mountain Vista Development, Inc., also owes the city 2 acres of open space for the Wells Crossing subdivision. Backing out the 2 acres for the Wells Crossing subdivision, the remaining open space being dedicated to the City for the Scenic Slopes PUD is 19 acres, or 58% of the total project.

We have work very closely with the Butler Family members that will be the owners of the 20 acres east of the Scenic Slopes property and have made many concessions to mitigate their concerns for their privacy. We pushed the subdivision to the northwest corner of the property, providing as much open space between them and the Scenic Slopes subdivision as possible. We have agreed to assist them in the subdividing of their property, so that the Trustee of their Father's estate can deed them their individual parcels; and we have agreed to replace the private drive that they used for many years. The private drive is important to them, and we have agreed to replace it via Snow Way, where we will also extend utilities to the Curtiss & Pam Butler residence and the future home that their daughter will be building.

### Exceptions:

- We are proposing a PUD subdivision, where we will cluster the lots on the NW portion of the property. As such, we are seeking an exception from the City Ordinance of a minimum of 21,780 s.f. lots to a minimum of 4,500 s.f. lots. The lot sizes range from 4,500 – 8,414 s.f., with the average being 5,031 s.f.
- We are also seeking an exception for the minimum setbacks for the R-1-21 zone, from Front Yard setback of 50' to 20'. Rear Yard setback from 30' to 15' feet, Side Yard setback of 10' to 7'. Side Yard Corner lots from 40' to 15'.
- The maximum building height in the R-1-21 zone is 35'. Since we are going to be building 2 & 3 story homes, with optional roof decks, we are seeking an exception for a maximum of 42'. The need for this exception would only

apply to our largest plan. We have agreed to accommodate the request of the Butler family, to not build any of the 3-story homes backing to the park on Street E.

- The maximum lot coverage in the R-1-21 zone is 20%. We are asking for an exception, with a maximum lot coverage of 26.5%. This would only apply if our largest footprint would be built on the smallest lot. However, our other two largest plans would have lot coverage of 23% and 24.9%.
- ~~We are not proposing an exception to the City's minimum street profile, but will keep the 66' ROW.~~ See approved Phase 1 final plat drawings for approved street section.
- In an effort to be more environmentally sensitive, we will be providing the front yard Xeriscaping for each of the homes, which will be installed prior to C of O, subject to the seasonal weather. This will reduce the irrigatable acreage for each lot, thus minimizing the strain to the City's water systems. With the Xeriscaping in the front yards, the water requirements for each lot needed to be calculated by our Landscape Architect – the City's formula does not account for xeriscaping. The amount of water needed for Xeriscaping acreage is drastically reduced from the requirement for lawns. The water needs calculation is attached to this document.

The typical buyer of this product is a younger demographic, and they are not wanting to have a large yard that they need to take care of. They would like to use their time recreating in the out doors – biking, hiking, etc... Living next to a future Regional Park will be an added bonus, as these young families start having children.

- B) The homes that have been designed for this community are 2 & 3 story homes with no basements. Each of the homes have been designed with optional roof top decks, ideal for star gazing, lounging and entertaining.

The CC&R's will require the front yards to have 100% xeriscaping, which will be installed by the builder, prior to C of O, weather permitting - thus helping to reduce the demand on the City's water supply. This requirement will also be appealing to the Millennial buyers, who don't want to have all the maintenance of a traditional yard.

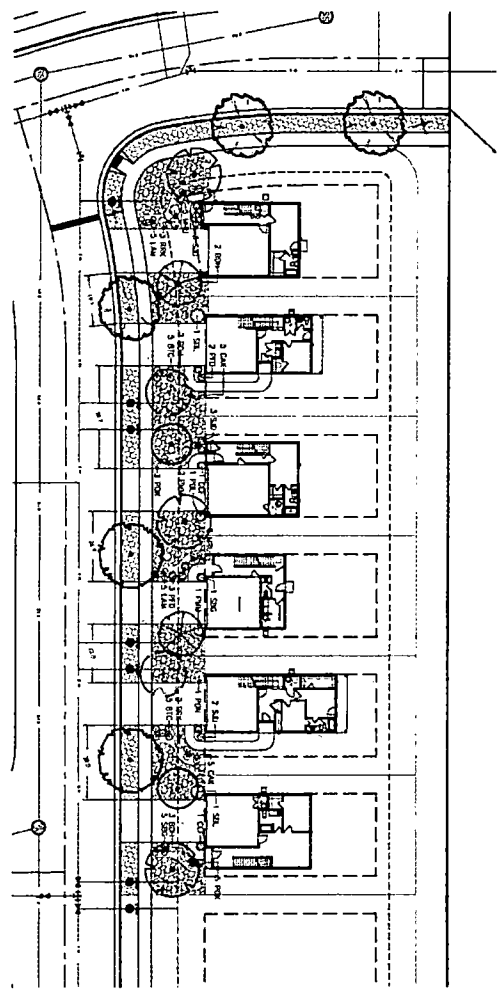
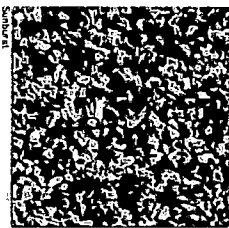
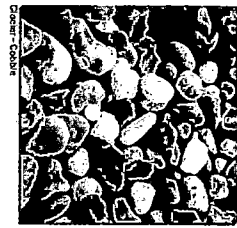
The each home will also have high-speed fiber installed into the home, providing download speeds of up to 1 Gig and ideal for those who will be working from home, home school households, etc....

The 21 acres of open space (61% of the parcel) will be preserved as open space, being donated to the City for a future Regional Park.

C) N/A

D) Although there currently is no existing City trail system to connect to, there will be connecting pedestrian walkways on the north and south of the subdivision.

E) N/A



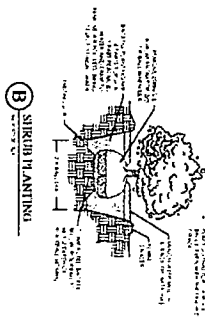
**TREE LEGEND**

- Acer fraxinosa / glaberrima Waterford  
Fruit: Silver Maple 7' cal
- Malva fraxinosa  
Royal Redwood 7' cal
- Malva fraxinosa  
Spring Snow Flowering Crab 7' cal
- Pyrus calleryana 'Chantrelle'  
Knap Hill Pear 11-12' cal
- Pyrus calleryana 'Chantrelle'  
Chantrelle Pear 11-12' cal
- Ulmus 'Necessarius'  
Necessarius Elm 7' cal

**PLANT SCHEDULE**

Symbol	Quantity	Plant Name	Container	Size	Quantity	Remarks
1	10	Acer fraxinosa 'glaberrima'	1 Gal	10	10	
2	10	Malva fraxinosa	1 Gal	10	10	
3	10	Malva fraxinosa	1 Gal	10	10	
4	10	Pyrus calleryana 'Chantrelle'	1 Gal	10	10	
5	10	Pyrus calleryana 'Chantrelle'	1 Gal	10	10	
6	10	Ulmus 'Necessarius'	1 Gal	10	10	

**LANDSCAPE NOTES:**  
 1. ALL ROCK WALKS AND PATHS SHALL BE INSTALLED WITH 18" DEPTH 3/4" WASHED RAINCOTE RADE 4075 PAVEMENT ON 12" SAND. ALL OTHER WALKS AND PATHS SHALL BE INSTALLED WITH 18" DEPTH 3/4" WASHED RAINCOTE RADE 4075 PAVEMENT ON 12" SAND. ALL OTHER WALKS AND PATHS SHALL BE INSTALLED WITH 18" DEPTH 3/4" WASHED RAINCOTE RADE 4075 PAVEMENT ON 12" SAND.  
**ROCK WALK LEGEND (SPLITTER, ASPHALT, MATERIALS IN WEST JORDAN)**  
 SPLITTER ROCK WALK (1" X 3") INSTALLED 5" DEPTH  
 ASPHALT ROCK WALK (1" X 3") INSTALLED 5" DEPTH



**SIRIUS II ANTINNI**



**LANDSCAPE PLAN**

DATE: 01/20/2011

SCALE: 1/8" = 1'-0"

PROJECT: SCENIC SLOPES PUD

**SCENIC SLOPES PUD**

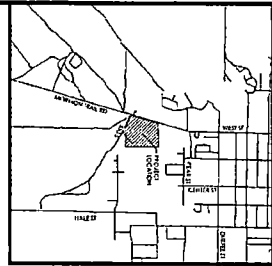
GRANTSVILLE, UT

**LANDSCAPE PLAN**

FOR REVIEW ONLY

**FOCUS**  
 ENGINEERING AND SURVEYING, LLC.  
 6445 S. HIGH TECH DRIVE SUITE 200  
 MIDVALE, UTAH 84047 PH: (801) 315-0675  
 www.focuseng.com

ATTACHMENT II OF ADDENDUM NO. 1



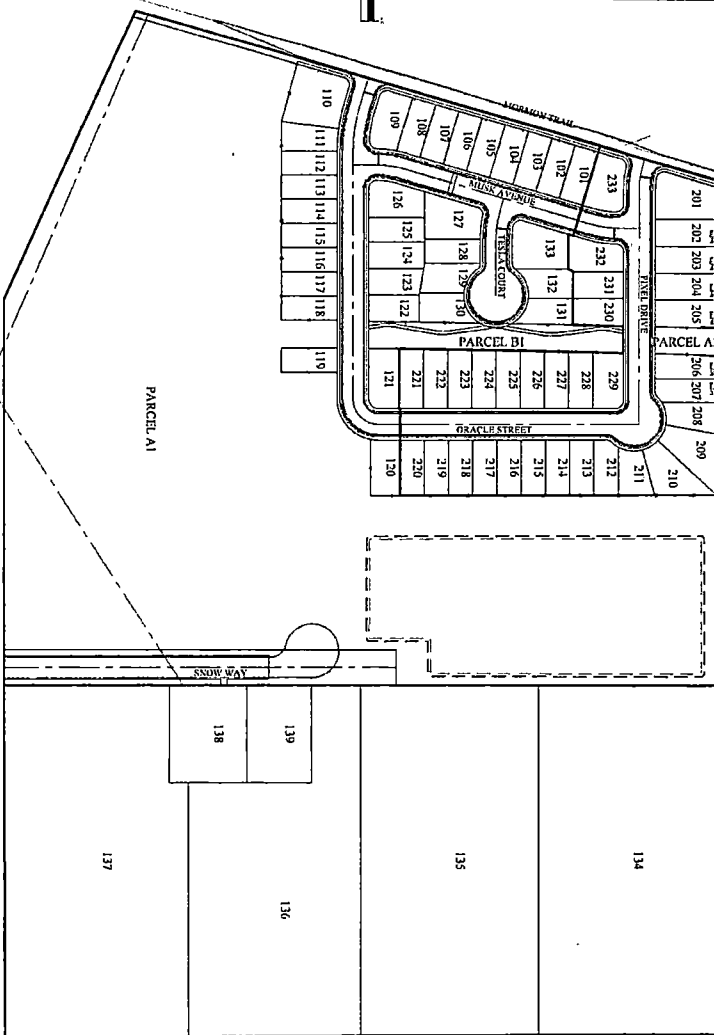
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1001	CONCRETE CURB	100.00	LF	10/22/11
1002	CONCRETE DRIVE	100.00	LF	10/22/11
1003	CONCRETE SIDEWALK	100.00	LF	10/22/11
1004	CONCRETE DRIVE	100.00	LF	10/22/11
1005	CONCRETE SIDEWALK	100.00	LF	10/22/11
1006	CONCRETE DRIVE	100.00	LF	10/22/11
1007	CONCRETE SIDEWALK	100.00	LF	10/22/11
1008	CONCRETE DRIVE	100.00	LF	10/22/11
1009	CONCRETE SIDEWALK	100.00	LF	10/22/11
1010	CONCRETE DRIVE	100.00	LF	10/22/11
1011	CONCRETE SIDEWALK	100.00	LF	10/22/11
1012	CONCRETE DRIVE	100.00	LF	10/22/11
1013	CONCRETE SIDEWALK	100.00	LF	10/22/11
1014	CONCRETE DRIVE	100.00	LF	10/22/11
1015	CONCRETE SIDEWALK	100.00	LF	10/22/11
1016	CONCRETE DRIVE	100.00	LF	10/22/11
1017	CONCRETE SIDEWALK	100.00	LF	10/22/11
1018	CONCRETE DRIVE	100.00	LF	10/22/11
1019	CONCRETE SIDEWALK	100.00	LF	10/22/11
1020	CONCRETE DRIVE	100.00	LF	10/22/11

**BENCHMARK**  
MOUNTAIN VISTA DEVELOPMENT  
GRANTSVILLE, UT

# SCENIC SLOPES

## MOUNTAIN VISTA DEVELOPMENT

PREPARED FOR:  
LOCATED IN:  
GRANTSVILLE, UT



**GENERAL NOTES**

1. ALL UTILITIES AND DIMENSIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. ALL UTILITIES AND DIMENSIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
4. ALL UTILITIES AND DIMENSIONS SHOWN ON THIS PLAN ARE APPROXIMATE AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.

**ENGINEER'S NOTES TO CONTRACTOR**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**SITE MAP**

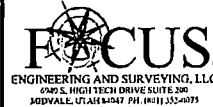
**CONTACTS**

CONTACTS

**INSURANCE**  
Fidelity & Guaranty  
150 East North Temple  
Salt Lake City, Utah 84143  
(801) 525-2200  
www.fidelityguaranty.com

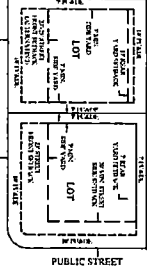
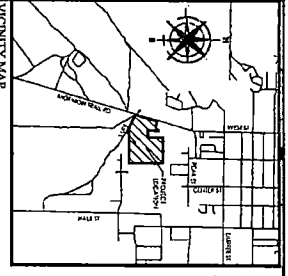
**CONTRACTOR**  
SCENIC SLOPES  
2045 S. HIGH TECH DRIVE SUITE 200  
MIDVALE, UT 84047 PH: (801) 255-0735  
www.focusllc.com

Sheet Number	Sheet Title	Sheet Title
C1	COVER	COVER
C2.1	FINAL PLAN	FINAL PLAN
C2.2	FINAL PLAN	FINAL PLAN
C2.3	FINAL PLAN	FINAL PLAN
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PP1	PIXEL DRIVE	PIXEL DRIVE
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PP15	MORMON TRAIL	MORMON TRAIL
PP16	REMAINING WALL	REMAINING WALL
PP17	REMAINING WALL	REMAINING WALL
PP18	OFFSITE SEWER E/W	OFFSITE SEWER E/W
PP19	OFFSITE SEWER E/W	OFFSITE SEWER E/W
PP20	OFFSITE SEWER E/W	OFFSITE SEWER E/W
PP21	OFFSITE SEWER N/S	OFFSITE SEWER N/S
PP22	WALKER LOOP	WALKER LOOP
D1	DETAILS	DETAILS
D2	DETAILS	DETAILS
D3	DETAILS	DETAILS
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D5	DETAILS	DETAILS
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D7	DETAILS	DETAILS
D8	DETAILS	DETAILS
D9	NOTES	NOTES

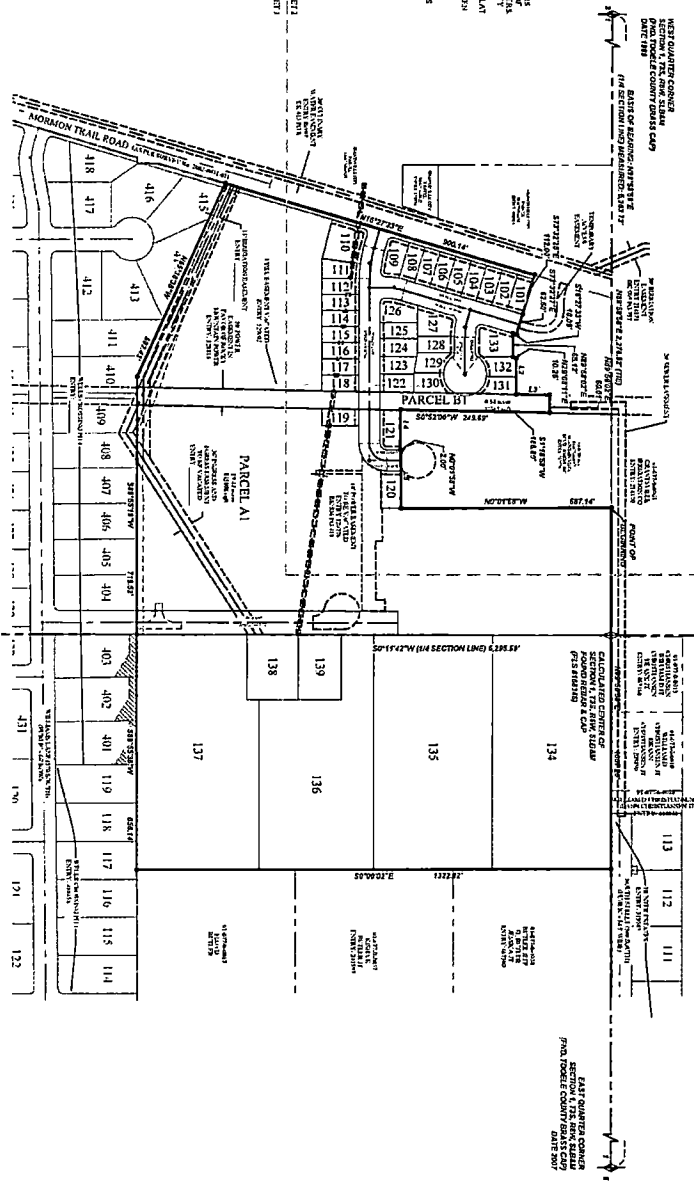


**SCENIC SLOPES**  
GRANTSVILLE, UT  
COVER

Sheet	Scale	Date
C1	AS SHOWN	10/22/11



**SCENIC SLOPES P.U.D.**  
**PHASE 1**  
 LOCATED IN THE SW 1/4 AND SE 1/4 OF SECTION 1, T3S. 80W.  
 SALT LAKE BASE & MERIDIAN  
 GRANTSVILLE CITY, TOOELE COUNTY, UTAH



**LEGEND**  
 - - - - - Easement  
 --- --- --- Easement  
 - - - - - Easement  
 - - - - - Easement  
 - - - - - Easement

**RECORD OF SURVEY**  
 THIS SURVEY WAS MADE BY THE SURVEYOR AND CHECKED AND FIELD BY THE OFFICE OF THE TOOELE COUNTY SURVEYOR ON 04/11/2021.  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021  
 TOOELE COUNTY SURVEYOR

**GRANTSVILLE CITY PUBLIC WORKS**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021  
 GRANTSVILLE CITY ENGINEER

**TOOELE COUNTY SHERIFF**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021  
 TOOELE COUNTY SHERIFF

**TOOELE COUNTY TREASURER**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021  
 TOOELE COUNTY TREASURER

**CITY MAYOR**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021  
 CITY MAYOR

**GRANTSVILLE CITY PLANNING COMMISSION**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021  
 GRANTSVILLE CITY PLANNING COMMISSION

**CITY ATTORNEY**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2021  
 CITY ATTORNEY

**ACKNOWLEDGEMENT**  
 I, \_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_, do hereby certify that the above and foregoing plat was duly recorded in the office of the County Clerk of Tooele County, Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

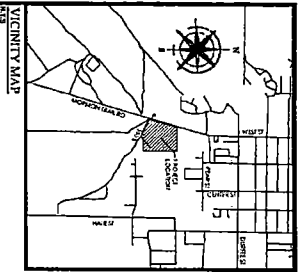
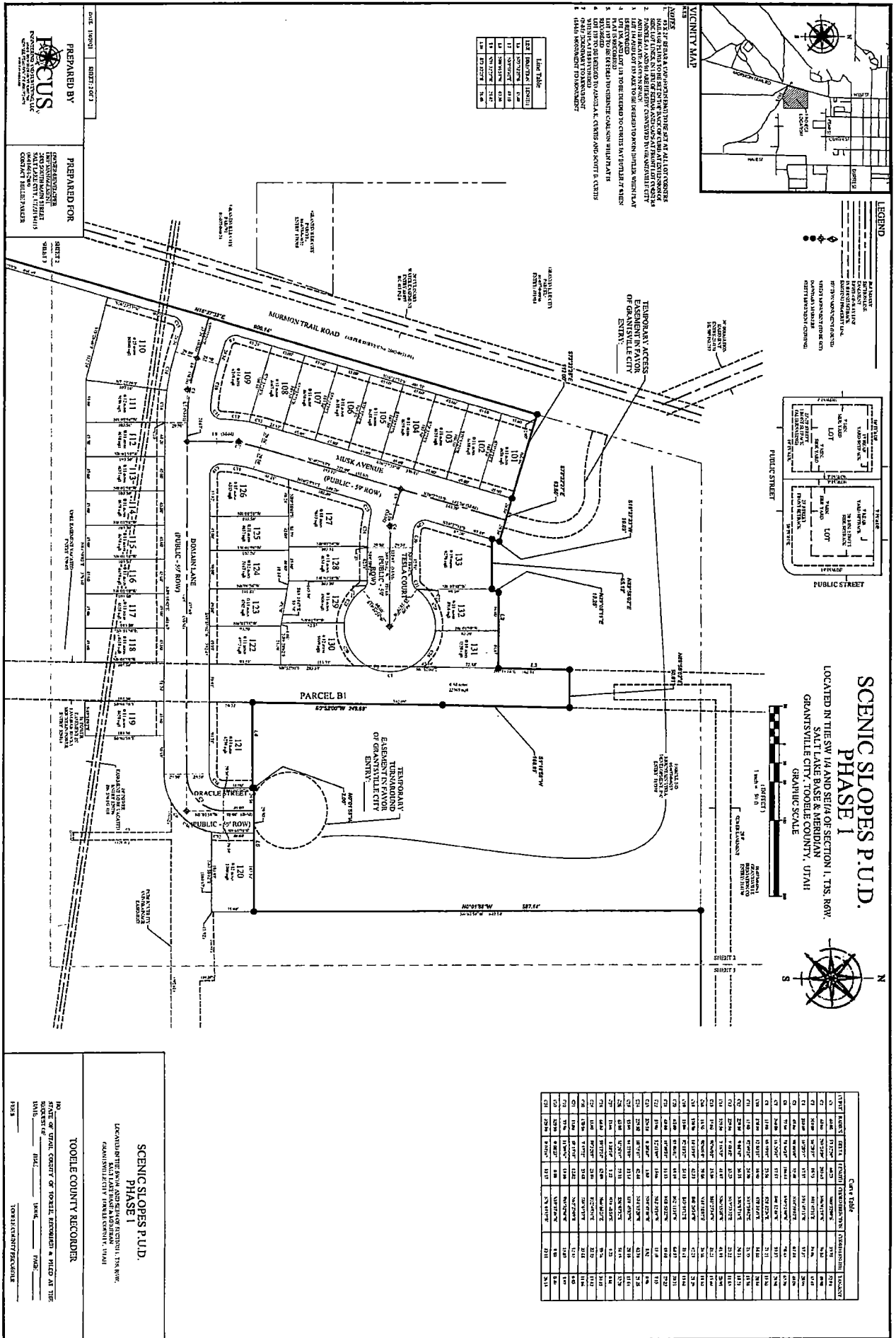
**BOUNDARY DESCRIPTION**  
 A TRACT OF LAND SITUATED IN THE EAST 1/4 OF SECTION 1, T3S. 80W., SALT LAKE BASE & MERIDIAN, TOOELE COUNTY, UTAH, containing approximately 1.25 acres, more or less, and being the same as described in the plat of subdivision of the same, recorded in the office of the County Clerk of Tooele County, Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**OWNER'S DECLARATION**  
 I, \_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_, do hereby declare that I am the owner of the above and foregoing tract of land, and that I have no other interest therein, and that I have no other claim or demand against the same, and that I have no other person or persons who have any interest therein, and that I have no other person or persons who have any claim or demand against the same, and that I have no other person or persons who have any interest therein, and that I have no other person or persons who have any claim or demand against the same.

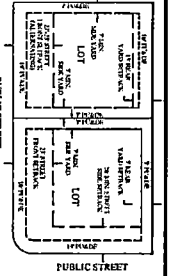
**CORPORATE ACKNOWLEDGEMENT**  
 I, \_\_\_\_\_, of the County of \_\_\_\_\_, State of \_\_\_\_\_, do hereby certify that the above and foregoing plat was duly recorded in the office of the County Clerk of Tooele County, Utah, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**FOR REVIEW**  
 03/02/2021 4:27:30 PM  
 100%





LEGEND:
- ADJACENT PARCELS
- ADJACENT TO PLANNED DEVELOPMENT
- PUBLIC UTILITY LOCATIONS
- EXISTING SIDEWALKS
- EXISTING DRIVEWAYS
- EXISTING DRIVEWAYS UNDER CONSTRUCTION
- EXISTING DRIVEWAYS UNDER DEVELOPMENT
- EXISTING DRIVEWAYS UNDER APPROVAL



SCENIC SLOPES P.U.D. PHASE 1
LOCATED IN THE SW 1/4 AND SE 1/4 OF SECTION 1, T3S, R0W.
SALT LAKE BASE & MERIDIAN
GRANTSVILLE CITY, TOOELE COUNTY, UTAH
GRAPHIC SCALE

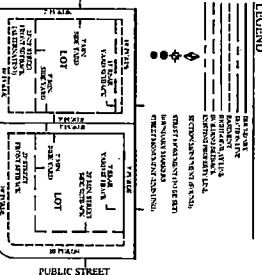
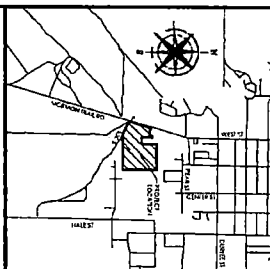


- NOTES:
1. THIS IS A PRELIMINARY PLAT.
2. THIS PLAT IS FOR THE PURPOSE OF RECORDING THE PROPERTY LINES AND THE PUBLIC ROWS.
3. THE PROPERTY LINES AND PUBLIC ROWS SHOWN HEREON ARE THE RESULT OF THE SURVEY CONDUCTED FOR THE PURPOSE OF RECORDING THIS PLAT.
4. THE PROPERTY LINES AND PUBLIC ROWS SHOWN HEREON ARE THE RESULT OF THE SURVEY CONDUCTED FOR THE PURPOSE OF RECORDING THIS PLAT.
5. THE PROPERTY LINES AND PUBLIC ROWS SHOWN HEREON ARE THE RESULT OF THE SURVEY CONDUCTED FOR THE PURPOSE OF RECORDING THIS PLAT.

Table with 2 columns: Line Table, and 6 rows of lot numbers (101, 102, 103, 104, 105, 106).

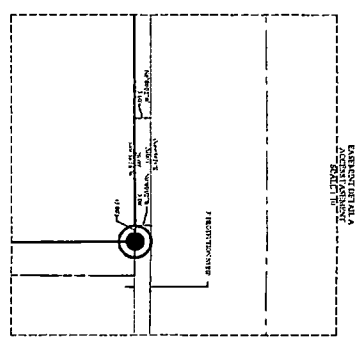
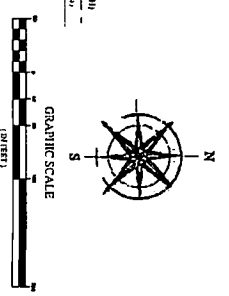
Chart Table with 6 columns: TRACT, ACRES, AREA, DIMENSIONS, PERMANENTLY EXCLUDED, and TOTAL. It lists lots 101 through 134 with their respective acreages and dimensions.

TOOELE COUNTY RECORDER
SCENIC SLOPES P.U.D. PHASE 1
PLAT FOR THE SW 1/4 AND SE 1/4 OF SECTION 1, T3S, R0W, GRANTSVILLE CITY, TOOELE COUNTY, UTAH
DATE: 10/18/2011

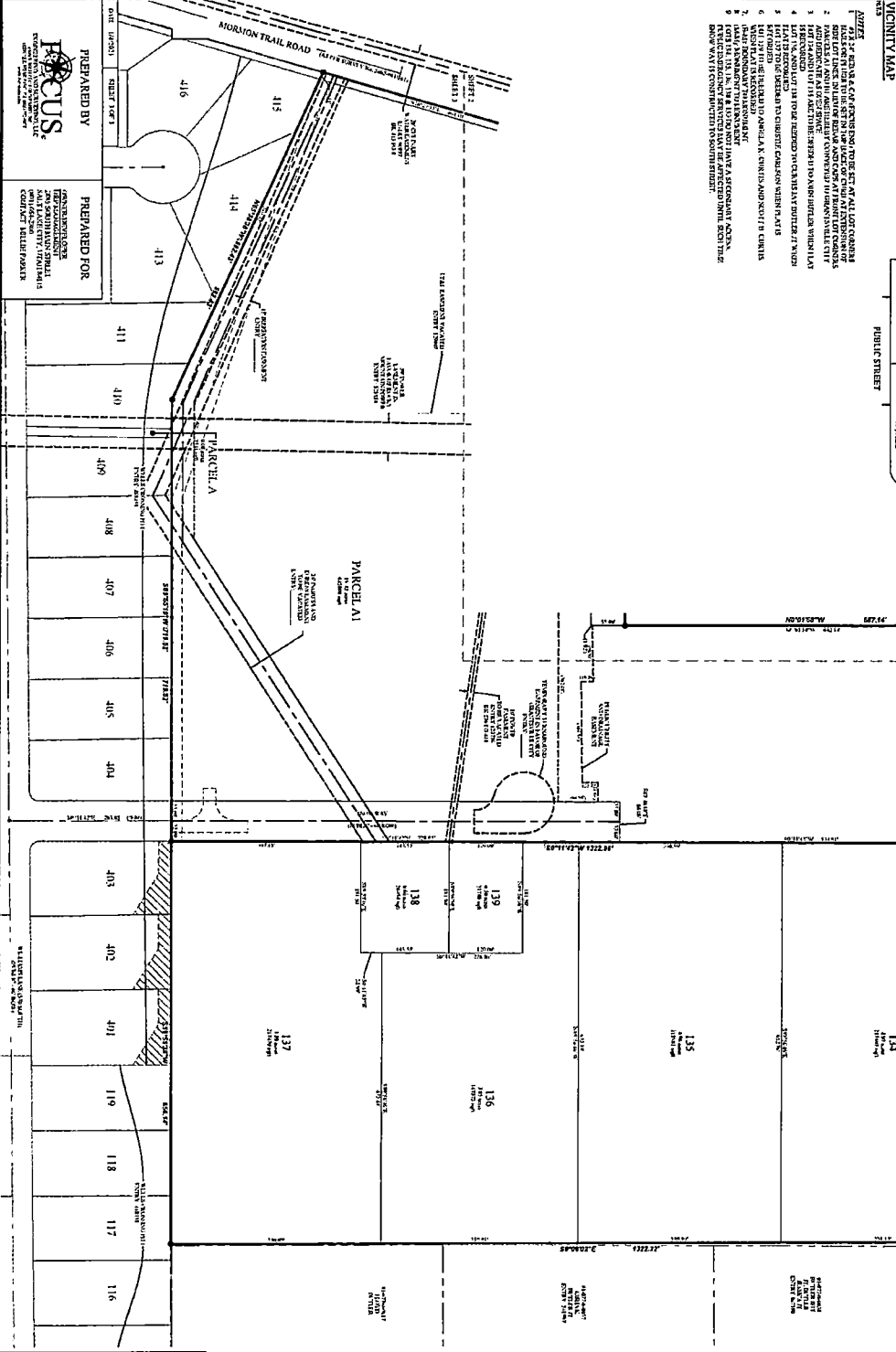


### SCENIC SLOPES P.U.D. PHASE 1

LOCATED IN THE SW 1/4 AND SE 1/4 OF SECTION 1, T38S, R6W, GRANTSVILLE CITY, TOOELE COUNTY, UTAH



1. THE LOTS SHOWN ON THIS PLAN ARE THE RESULT OF THE SUBDIVISION OF THE LAND SHOWN ON THE PREVIOUS PLAN.
2. THE LOTS SHOWN ON THIS PLAN ARE THE RESULT OF THE SUBDIVISION OF THE LAND SHOWN ON THE PREVIOUS PLAN.
3. THE LOTS SHOWN ON THIS PLAN ARE THE RESULT OF THE SUBDIVISION OF THE LAND SHOWN ON THE PREVIOUS PLAN.
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7. THE LOTS SHOWN ON THIS PLAN ARE THE RESULT OF THE SUBDIVISION OF THE LAND SHOWN ON THE PREVIOUS PLAN.
8. THE LOTS SHOWN ON THIS PLAN ARE THE RESULT OF THE SUBDIVISION OF THE LAND SHOWN ON THE PREVIOUS PLAN.
9. THE LOTS SHOWN ON THIS PLAN ARE THE RESULT OF THE SUBDIVISION OF THE LAND SHOWN ON THE PREVIOUS PLAN.



PREPARED BY  
**FOCUS**  
 REGISTERED PROFESSIONAL ENGINEER  
 LICENSE NO. 14120  
 1133 N. MAIN ST., SUITE 100  
 GRANTSVILLE, UTAH 84404

SCENIC SLOPES P.U.D. PHASE 1  
 LOCATED IN THE SW 1/4 AND SE 1/4 OF SECTION 1, T38S, R6W, GRANTSVILLE CITY, TOOELE COUNTY, UTAH

TOOELE COUNTY RECORDER  
 FILE NO. \_\_\_\_\_ DATE \_\_\_\_\_ TIME \_\_\_\_\_



