

APPLICATION FOR A PLAIN CITY SUBDIVISION

Subdivision Name Brynlee Acres Zone RE18.5 Senior Overlay Date Submitted 3-7-24

Address of Subdivision 3415 W North Plain City Rd Plain City, UT No. of Units or Lots 40 42

List all Parcel Numbers included in development: 19-021-0040, 19-021-0041, 09-021-0049, 19-021-0048, 19-021-0050, 19-021-0051, 19-021-0060

Owner Name Brynlee Acres, LLC Full Address 118 Lomond View Dr, Pleasant View, Ut

Phone # _____ Cell # 801-725-0789 Email rickscadden@gmail.com

Subdivider's Name Rick Scadden Full Address 118 Lomond View Dr, Pleasant View, Ut

Phone # _____ Cell # 801-725-0789 Email rickscadden@gmail.com

Name of Intended Escrow Holder TBD Address _____

Contact Name _____ Phone # _____ Email _____

Surveyor's Name Landmark Survey Address 4646 S 3500 W #3 West Haven Phone # 801-731-4075

Engineer's Name Lynn Wall Address 4646 S 3500 W #3 West Haven Phone # 801-731-4075

Have all property taxes, interests and penalties been paid? _____ (no approval given until paid in full.) UCA 10-9a-603(3)

Secondary Water Available? Yes Contact Pineview Water Phone # 801-621-6555

Secondary Water System in Place? No Type Pressurized Phone # 801-621-6555

Culinary Water Available? Yes Type Bona Vista Phone # 801-621-0457

Sewer Connection Available? Yes Contact Plain City 801-731-4908 Ext. 116 Type Public

Is Property in a Flood Hazard Area? No Flood Zone _____ Lowest Elevation _____

Access Road above 4215' Elevation? _____ Source _____

Please describe any agreements, rights-of-way, easements etc, which could affect this site: (Use other side if needed)

N/A

Describe history of parcel being subdivided, approximate dates and acreage of past land divisions: (Use other side if needed)

N/A

The above information is true and accurate to the best of my knowledge.

Date 3/6/2024 Signature Rick Scadden

Office Use Only

paid 3-7-24

Subdivision Filing Fee: 2,100.00 + 200.00

Subdivision Engineering Fee: 4,788.00

Number of Copies: _____

PC Preliminary Approval Date: _____

PC Final Approval Date: _____

CC Final Approval Date: _____



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

From: Brad C. Jensen, P.E.
Wasatch Civil Consulting Engineering

Date: September 17, 2024

Subject: Brynlee Acres, Preliminary Review (2nd Review)

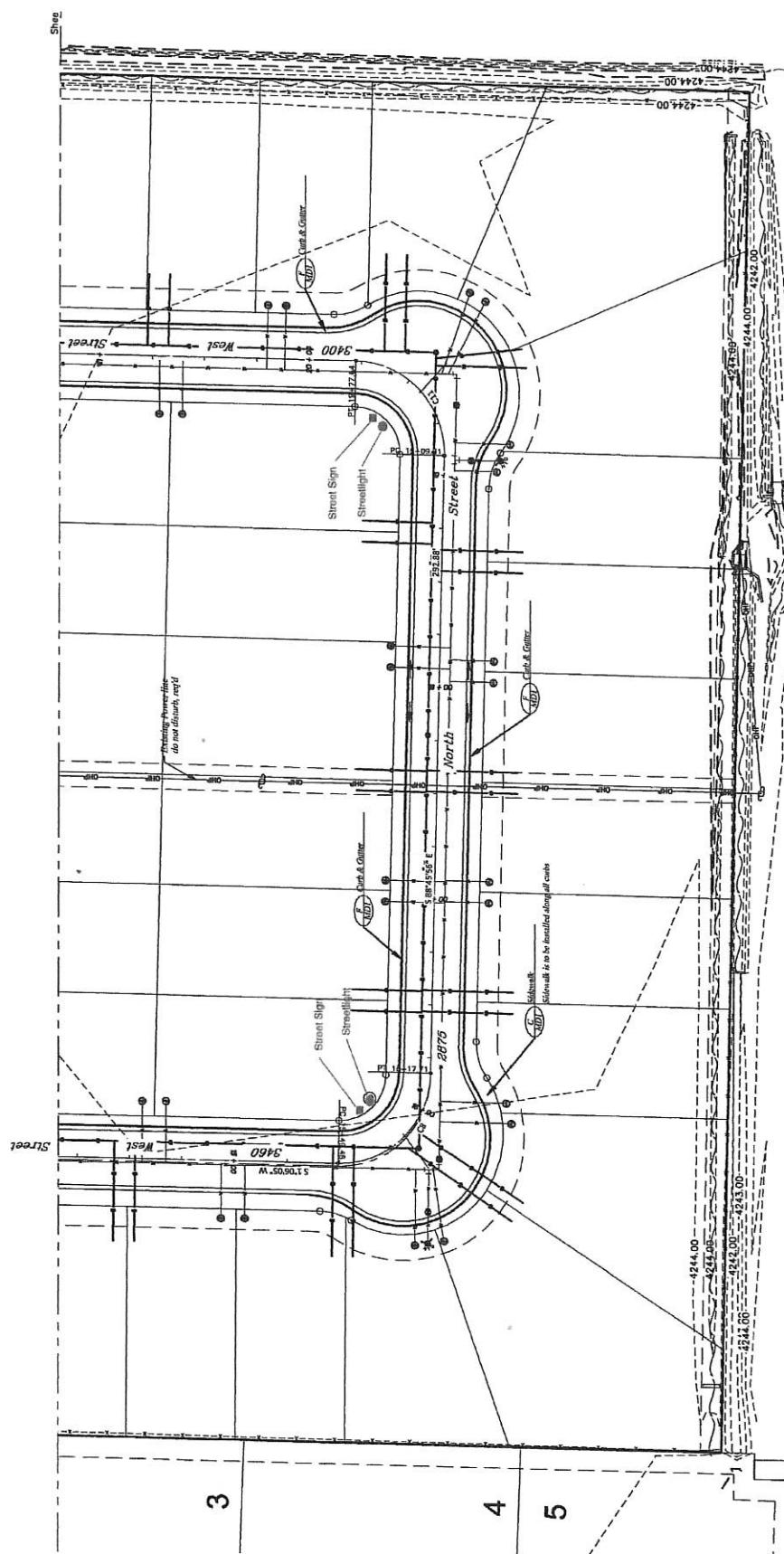
We have reviewed the revised plans for the proposed Brynlee Acres Development and have the following comments:

1. A turn-around should be provided on the north end of 3400 West Street that is acceptable to the Fire Marshall.
2. The improvements for the proposed stub street identified as 2925 north Street will not match up with the street from JDC Ranch. Plans should show how the improvements will match up. Unless otherwise required by Plain City, we recommend the stub street be omitted.
3. Plans show the centerline of the private roads being constructed at a 0.5% slope. The slope of a portion of the curb will be less than the centerline slope. If the curb is installed as it is shown, there may drainage problems and standing water at some locations.
4. The proposed culinary water improvements must be reviewed by Bona Vista Water Improvement District.
5. Plans do not show a secondary water system. A secondary water system must be provided for this development. The proposed system must be reviewed by Secondary Water Provider.

6. Notes associated with the emergency access indicate it will be gravel. We recommend the access be asphalt.
7. As indicated on our previous review memorandum dated April 12, 2024, the property lines on the east and north do not match the existing fence lines. The Developer is responsible for resolving these issues with the adjacent property owners.
8. The plans show irrigation easements that contain existing gravity irrigation ditches and control structures located along portions of the perimeter boundary. If these ditches are to remain in service, these ditches and structures must be altered, fenced or piped in accordance with the Plain City Subdivision Ordinance.
9. The pedestrian access ramps shown at the entrance to the development should be revised to show a 4'-0" wide sidewalk and a 4'-6" wide part strip along North Plain City Road.
10. The sewer lift station located on North Plain City Road northeast of the entrance is going to be eliminated in the future. The sanitary sewer from this development should be piped down 3450 West Street and connect to the sanitary sewer main line on the Northerly side of North Plain City Road. If the depth of the main line at that location is too shallow, a low-pressure sewer system may be used for this development.
11. The stormwater detention pond must be designed to retain runoff resulting from the 80th percentile storm. If the soil conditions will not allow the necessary percolation, a letter report should be submitted detailing why this is not possible.
12. Elements of Low Impact Design (LID) should be incorporated into this development. The LID elements must be shown on the plan and a report should be provided showing how these features will function to retain stormwater. The proposed LID features can be used to comply with the retention requirements.
13. Streetlights and street signs should be shown inside the development as indicated on the attached redlined check print.
14. Plans show the storm drain outfall from this development connect to an existing storm drain pipe that flows into the detention pond that was built as part of an adjacent development (Pappy Estates). This configuration will divert the runoff water from this development run into the detention pond constructed for Pappy Estates. The adjacent detention pond was not designed for this additional flow. The storm drain outfall line from this development must be piped to a point downstream from the existing detention pond.

15. The proposed culinary water meters must all be located in a utility easement. The plat does not show an easement along the front of Lots 27 through 38.
16. There is a proposed integral sidewalk shown on the easterly side of 3450 West Street. The sidewalk must be extended to the north where it can connect to the pedestrian access ramp on northeast corner of the intersection with North Plain City Road.
17. Final addresses and street numbers will be provided during a final plat review.

If you have any questions or require additional information, feel free to call.



Memorandum



To: Tammy Folkman, Land Use Specialist
Plain City Corporation

From: Brad C. Jensen, P.E.
Wasatch Civil Consulting Engineering

Date: April 12, 2024

Subject: Brynlee Acres, Preliminary Plan Review (1st Review)

We have reviewed the plans for the proposed Brynlee Acres Development and have the following comments:

1. The Owners Dedication indicates the street rights-of-way are going to be dedicated to the City. As shown, the streets within this development do not comply with City Standards. If the proposed streets improvement will be privately owned and maintained, the language in the dedication should be revised.
2. Plain City requires preliminary plans show a layout of all proposed improvements that are associated with the development including streets improvements, streetlights, signage, utilities, irrigation improvements, stormwater detention piping, etc. These items should be shown. Detailed design information is not required at this time.
3. The plans indicate that emergency access is intended to be a public trail. The Planning Commission should discuss whether or not this trail should be owned and maintained by the City.
4. The plan does not show a secondary access for vehicles beyond the emergency access indicated above. The Planning Commission should discuss if the emergency access will be acceptable as a secondary access.
5. According to the plans, the property lines on the east and north do not match the existing fence lines. The Developer is responsible to resolve these issues with the adjacent property owners.

6. The plans show irrigation easements along portions of the perimeter boundary. Any existing irrigation ditches that will remain in service must be piped. If the ditches are to be piped, the required irrigation improvements must be shown on the plan.
8. Pedestrian access ramps should be shown along the frontage of North Plain City Road. A 4'-6" wide park strip should also be shown. The widened sidewalk shown along the radius of the proposed sidewalk should be eliminated.
9. Streetlights and street signs should be shown inside the development. Street signs should be at each intersection and at the bends in the road. At a minimum, streetlights should be located at the east and west intersections of 2900 North Street.
10. Addresses and street numbers will be provided during a final plan review.

If you have any questions or require additional information, feel free to call.



Landmark Surveying, Inc.

A Complete Land Surveying Service
www.landmarksurveyutah.com

4646 South 3500 West - #A-3
West Haven, Utah 84401
(801) 731-4075 Office

August 7, 2024

Brad C. Jensen, P.E.
Wasatch Civil Consulting Engineering
1150 Depot Drive, Ste 225
Ogden, Utah 84404
801-775-9191
contact@wasatchcivil.com

RE: Brynlee Acres, Preliminary Plan Review (1st Review) dated April 12, 2024

Dear Brad:

Attached is a response memorandum addressing the items indicated in your letter. If you have questions please let us know.

Respectfully,

Lynn Wall, P.E.
Wall Engineering

Ernest D. Rowley, PLS, CFedS
Principle Owner - *Landmark Surveying, Inc.*
Ernest@LandmarkSurveyUtah.com

4201 response letter Aug2024.docx

MEMORANDUM – Response letter to:

Wasatch Civil Consulting Engineering

Attn: Brad Jensen, P.E.

Re: Brynlee Acres, Preliminary Plan Review (1st Review) dated April 12, 2024

1. The Owners Dedication indicates the street rights-of-way are going to be dedicated to the City. As shown, the streets within this development do not comply with City Standards. If the proposed streets improvement will be privately owned and maintained, the language in the dedication should be revised.

RESPONSE: This comment has prompted an investigation into the drawing date and layout that you are looking at because the plats that I have been working with for all of 2023 and 2024 have not had an owners dedication shown on the plat. The last version that did was dated December 5, 2022. So I'm hoping that you have current documents to review. That said, in conversation with the city the streets are to be private. The dedication on my current plat should reflect such.

2. Plain City requires preliminary plans show a layout of all proposed improvements that are associated with the development including streets improvements, streetlights, signage, utilities, irrigation improvements, stormwater detention piping, etc. These items should be shown. Detailed design information is not required at this time.

RESPONSE: Design drawings have been prepared and are being submitted with this revision set.

3. The plans indicate that emergency access is intended to be a public trail. The Planning Commission should discuss whether or not this trail should be owned and maintained by the City.

RESPONSE: In this latest iteration of the project there is a granting for the park and in that language the Emergency Fire Exit & Public Walking Trail are addressed as to the use and ownership.

4. The plan does not show a secondary access for vehicles beyond the emergency access indicated above. The Planning Commission should discuss if the emergency access will be acceptable as a secondary access.

RESPONSE: It is my understanding that this issue has been discussed, presented to the fire district, and has been approved. Additionally, Nilson Homes is working on a development to the east of this property and the stub road that we show as 2925 North Street will connect to that development as a further secondary exit.

5. According to the plans, the property lines on the east and north do not match the existing fence lines. The Developer is responsible to resolve these issues with the adjacent property owners.

RESPONSE: Please see the narrative on sheet 1 of the subdivision plat in which the boundary location and information related thereto have been discussed in detail.

6. The plans show irrigation easements along portions of the perimeter boundary. Any existing irrigation ditches that will remain in service must be piped. If the ditches are to be piped, the required irrigation improvements must be shown on the plan.

RESPONSE: The easements are from old iterations of the drawings. Currently, the only ditch that we have not been able to confirm as being abandoned and will not remain in service is the ditch on the south of the property. We are still working on contacting the owner or user(s) to confirm the status of that ditch. In the mean time we still show the irrigation easement.

7. (There is no note 7.)

8. Pedestrian access ramps should be shown along the frontage of North Plain City Road. A 4'-6" wide park strip should also be shown. The widened sidewalk shown along the radius of the proposed sidewalk should be eliminated.

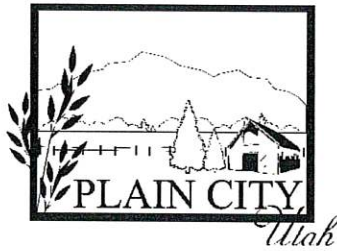
RESPONSE: The widened sidewalks in connection with this development have been approved by the city as a "trail" system.

9. Streetlights and street signs should be shown inside the development. Street signs should be at each intersection and at the bends in the road. At a minimum, streetlights should be located at the east and west intersections of 2900 North Street.

RESPONSE: Please see sheet ST1.

10. Addresses and street numbers will be provided during a final plan review.

RESPONSE: Acknowledged.



To whom it may concern-

Attached is a copy of a Preliminary Subdivision plan for
Brynlee Acres

Located at, approximately
3415 W North Plain City Road _____ Plain City.

The Planning Commission requests your review and comments concerning:

- Size and location of sewer lines
- Water line location
- Availability to service the development
- Surface drainage, streets, slop and conditions
- Utility locations
- Fire safety and / or restrictions
- Street light location (if applicable)

Under existing conditions, this subdivision (IS) (IS NOT) feasible.

Comments: I approve of the emergency exit to Brynlee Acres, as long as in
speaking with Mr Scadden, The road will have red curb and will be a one way with
signage exit only out of the subdivision. Mr Scadden also mentioned that the
neighboring subdivision will eventually off of 2900 N will provide the second exit from the subdivision.

Approved by: Brad Jensen Date: 4-11-2024

Please return your comments to the Plain City Planning Commission, Att. Tammy Folkman,
within 5 days- 4160 W 2200 N Plain City, UT 84404 or email tammyf@plaincityutah.org



Rick Scadden <rickscadden@gmail.com>

brynlee

10 messages

*Fire Marshall***Ernest D Rowley** <ernest@landmarksurveyutah.com>

Tue, Jan 9, 2024 at 4:27 PM

To: Rick Scadden <rickscadden@gmail.com>

I have put a note 4 that requires red paint

Notes and a linetype for fencing

A Do Not Enter sign

And paint on the pavement.

Is this what you need. If you need more let me know.

Respectfully,

Ernest D. Rowley, PLS, CFedS

Principal Owner, Landmark Surveying, Inc.

www.LandmarkSurveyUtah.com



Property Surveying – Boundary Consulting – ALTA/NSPS Land Title Surveys - Subdivision Design –
City/County Approvals – Land Planning – Site Plans – Construction Surveying - FEMA Flood Insurance
Surveys

Professionally Licensed in Utah, Nevada & Illinois.
Certified Federal Surveyor (CFedS)
Member of the Utah Council of Land Surveyors (UCLS)
Member of the National Society of Professional Land Surveyors (NSPS)



4201 Scadden - Brynlee Acres senior living_12-12-2023-4201 Brynlee Acres Plat.pdf
1319K

Rick Scadden <rickscadden@gmail.com>

Tue, Jan 9, 2024 at 4:53 PM

To: Ernest D Rowley <ernest@landmarksurveyutah.com>

This is perfect, thank you!

[Quoted text hidden]

Rick Scadden <rickscadden@gmail.com>

Tue, Jan 9, 2024 at 5:02 PM

To: brad.jensen01@yahoo.com

Cc: Leslie Clifton <c23realestate@gmail.com>

Brad,

I hope this finds you well. Please see the plat stating the following items:

- 1- Exit is labeled a fire emergency and walking path.
- 2- Path to have curbs painted red. Please see note #4
- 3- A one way sign posted on North Plain City Road Exit only
- 4- Privacy fence along both sides to have no parking signs

Please call with questions

Thanks in advance

Rick Scadden

801 725 0789

[Quoted text hidden]



4201 Scadden - Brynlee Acres senior living_12-12-2023-4201 Brynlee Acres Plat (2).pdf
1319K

brad.jensen01 <brad.jensen01@yahoo.com>

Tue, Jan 9, 2024 at 5:49 PM

To: Rick Scadden <rickscadden@gmail.com>

The emergency exit looks good. The new dead end next to it needs to have a temporary turnaround in the dead end if the road is 150ft or more. Will you let me know the length of it?

Thanks

Brad Jensen

801-589-6047

Plain City Marshall

Sent from my Galaxy

[Quoted text hidden]

Rick Scadden <rickscadden@gmail.com>

Tue, Jan 9, 2024 at 7:08 PM

To: "brad.jensen01" <brad.jensen01@yahoo.com>

Yes, I will check.

[Quoted text hidden]

Rick Scadden <rickscadden@gmail.com>

Tue, Jan 9, 2024 at 7:11 PM

To: "Ernest D Rowley, PLS, CFedS" <ernest@landmarksurveyutah.com>

Ernest,

These are the comments from the fire marshall. Can you help me answer that question. Thanks

The emergency exit looks good. The new dead end next to it needs to have a temporary turnaround in the dead end if the road is 150ft or more. Will you let me know the length of it?

Thanks

Brad Jensen

801-589-6047

Plain City Marshall

[Quoted text hidden]

Ernest D Rowley <ernest@landmarksurveyutah.com>

Wed, Jan 10, 2024 at 8:39 AM

To: Rick Scadden <rickscadden@gmail.com>

I'm assuming that this is the extension of 3400 West St. up toward lot 41. It is 255' long. So I can put a hammerhead up there and send you a new layout.

Respectfully,

Ernest D. Rowley, PLS, CFedS

Principal Owner, Landmark Surveying, Inc.

www.LandmarkSurveyUtah.com



Landmark Surveying, Inc.

A Complete Land Surveying Service
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4646 South 3500 West - #A-3
West Haven, Utah 84401
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Property Surveying – Boundary Consulting – ALTA/NSPS Land Title Surveys - Subdivision Design –
City/County Approvals – Land Planning – Site Plans – Construction Surveying - FEMA Flood Insurance Surveys

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Member of the Utah Council of Land Surveyors (UCLS)

Member of the National Society of Professional Land Surveyors (NSPS)

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

801 725 0789

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Property Surveying – Boundary Consulting – ALTA/NSPS Land Title Surveys - Subdivision Design –
City/County Approvals – Land Planning – Site Plans – Construction Surveying - FEMA Flood
Insurance Surveys

[Quoted text hidden]

Rick Scadden <rickscadden@gmail.com>

Fri, Feb 2, 2024 at 3:58 PM

To: brad.jensen01@yahoo.com

Brad,

Please see the plat with items we discussed. Re: One way direction, red painted curb, no parking signs etc...

Thank you

Rick Scadden

[Quoted text hidden]



4201 Scadden - Brynlee Acres senior living_01-15-2024c-4201 Brynlee Acres Plat.pdf

1741K

brad.jensen01 <brad.jensen01@yahoo.com>

Fri, Feb 2, 2024 at 5:14 PM

To: Rick Scadden <rickscadden@gmail.com>

Looks great. I'm ok with this.

Thanks

Brad Jensen

Sent from my Galaxy

----- Original message -----

From: Rick Scadden <rickscadden@gmail.com>

Date: 2/2/24 3:58 PM (GMT-07:00)

To: brad.jensen01@yahoo.com

Subject: Re: brynlee



Bona Vista Water Improvement District

2020 West 1300 North, Farr West, Utah 84404

Phone (801) 621-0474 Fax (801) 621-0475

August 16, 2024

To Whom it May Concern:

RE: **AVAILABILITY LETTER** – Brynlee Acres

The development is located at approximately 3415 West North Plain City Rd and has 41 lots/units .

This letter is **ONLY** to state that the above named project is in the boundaries of the Bona Vista Water Improvement District and water will **ONLY** be available under the following conditions:

- The property is annexed into the District, if necessary.
- The subdivision utility plan is reviewed and approved by the District.
- Review fees are paid to the District.
- Proof of Secondary Water is provided to the District.

The non- refundable fee for the plan review is \$450 plus \$75 per lot residential and commercial \$1000.00 plus \$300.00 an acre and includes running one fire flow model. We consider this fee to be minimal and is only to cover the cost of review by the District administration, inspectors, and the District Engineer. If additional models are requested, supplementary fees will be required. Only the phase in consideration is guaranteed service, and the plan review is good only for a period of one year from the date of the will serve letter, if not constructed.

Furthermore, the District's responsibility is to provide flow and pressure to the development. The Developer and his Engineer are responsible to provide proper flow and pressure throughout the development. This may require some over-sizing within the development, as determined by the District.

This letter is the first of two letters that will be issued for this development. Following the acceptance of the above conditions the District will issue the "Will Serve" letter.

This subdivision, like all other subdivisions, must have a secondary water system for all outside irrigation usage. Prior to the District accepting connection fees, the owner or developer must furnish proof of secondary. If you have any questions please call 801-621-0474, ext 207.

Sincerely,

Matt Fox
Assistant Manager

Board of Directors

Scott VanLeeuwen, Chairman – Marriott/Slaterville
Michelle Tait, Vice Chairwoman - Harrisville
Z. Lee Dickmore – Farr West
Jon Beesley – Plain City
Ronald Stratford – Unincorporated Area

Management

Blake Carlin, Manager
Matt Fox, Assistant Manager
Marci Doolan, Office Manager



March 6, 2024

Plain City Planning
Re: Brynlee Acres

To Whom It May Concern:

We have reviewed the plans for Brynlee Acres, this property is not currently part of the secondary water district. The owner of this property will need to complete inclusion requirements and provide water shares to bring the property into the water district. We will service this development after the inclusion requirements have been met. Please contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Brooke Harris". The signature is written in a cursive, flowing style.

Brooke Harris
bharris@pineviewwater.com
Assessment Clerk
801-622-4355

471 West 2nd Street
Ogden, UT 84404
801-621-6555



W3338740

E# 3338740 PG 1 OF 22

LEANN H KILTS, WEBER CTY. RECORDER
05-SEP-24 943 AM FEE \$0.00 SED
REC FOR: PLAIN CITY CORPORATION

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN PLAIN CITY, UTAH, AND BRYNLEE ACRES LLC

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this 23 day of Aug, 2024, between PLAIN CITY, a municipal corporation of the State of Utah (hereinafter referred to as "city") and BRYNLEE ACRES, LLC, RICK SCADDEN (hereinafter referred to as "Developer"). The City and Developer collectively referred to as the "Parties" and separately as "Party".

RECITALS

WHEREAS, the City has considered an application for a zone change from the present zoning of R18.5 to SENIOR HOUSING OVERLAY (Residential), of certain property located at 3425 W NORTH PLAIN CITY ROAD, Plain City, UT, and contained by the following parcel numbers: 19-021-0051, 19-021-0049, 19-021-0041, 19-021-0040, 19-021-0048, 19-0210060, 19-021-0050, (as shown by legal descriptions in "Exhibit B" and hereinafter known as "Subject Property"); and

WHEREAS, the overall Subject Property consists of approximately 9.39 acres; and

WHEREAS, City has approved Senior Housing Overlay zoning for the subject property (as shown in "Exhibit A") subject to the Developer agreeing to certain limitations and undertakings described herein, which agreement will enable the City Council to consider the approval of such development; and

WHEREAS, City believes that entering into the Agreement with Developer is in the best interest of the City and the health, safety, and welfare of its residents.

WHEREAS, the parties, having cooperated in the drafting of this agreement, understand and intend that this is a "development agreement" within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann. 10-9a-103 (12).

NOW, THEREFORE each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meaning and content set forth in this Article I, in this Agreement:

1.1 "Owners Property" shall mean that property owned by Brynlee Acres LLC.

1.2 "City" shall mean Plain City, a body corporate and politic of the State of Utah. The principal office of City is located at 4160 W 2200 N, Plain City, Utah 84404.

1.3 "City's Undertakings" shall mean the obligations of the City set forth in Article II

1.4 "Owners" shall mean Brynlee Acres LLC.

1.5 "Developer" shall mean Rick Scadden, 118 E Lomond View Dr. North Ogden UT 84414. Except where expressly indicated in this Agreement, all provisions of the Agreement shall apply jointly and severally to the Developer or any successor in interest. The Developer shall be the owner at the time this agreement is executed.

1.6 "Developers 'Undertakings" shall have the meaning set forth in Article III.

1.7 "Subject Property" shall mean the 9.39 acres

ARTICLE II CITY'S UNDERTAKINGS

2.1 Subject to the satisfaction of the conditions set forth in Article I, the City shall accept an application for a Site Plan and Subdivision of the Subject Area from. The site plan and subdivision reviews and approvals shall be made pursuant to City ordinances. Nothing herein shall be construed as a waiver of the required reviews and approvals required by City ordinance.

ARTICLE III DEVELOPERS UNDERTAKINGS

Conditioned upon City's performance of its undertakings set forth in Article II and provided Developer has not terminated this Agreement, Developer agrees to the following:

3.1 The Developer shall have the right to develop 41 residential single-family units, with access and connections to public roads and rights of way in the locations shown on Exhibit A. Roads shall conform to city standards. The units shall be generally located in the configuration shown on the site plan in Exhibit A.

3.2 Developer acknowledges that the development of the Maximum units requires the Site Plan and Subdivision application comply with all City ordinances and the terms of this agreement.

3.3 Site Plan/Subdivision. The Developers will prepare a Site Plan Application and Subdivision Application reflecting the proposed development of the Subject Property. The Site Plan and Subdivision applications shall be processed as required by Plain City Code. The approved Site Plan and Subdivision shall be executed and binding on the Parties.

The Site Plan may be amended by receiving a recommendation from the Planning Commission and approval from the City Council to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations. The Subdivision can be amended subject to the process laid out in City ordinances.

3.4 Landscaped Lots. Developers shall fully and uniformly landscape all yards, common space, and open space within the proposed development. A landscape plan, including the location, type, and size of all materials, shall be submitted, and approved as part of the Site Plan application.

3.5 Maintenance. Developers shall maintain all landscaping, common areas, utilities, amenities, sidewalks, and private roads until a Homeowners Association is established. The HOA will then be responsible for maintaining all landscaping, detention pond, sidewalks, private roads, utilities, street signs, street lighting, and common area open space within the development.

3.6 HOA and CCRs. Developer shall record Covenants, Conditions and Restrictions providing for the following:

- a) Homeowners Association with bylaws to include maintenance items listed in 3.5 of the developers' undertakings.
- b) Architectural guidelines for all the units and any accessory buildings in the development.

3.7 Amenities shall be reviewed and approved as part of the site plan application. Proposed amenities include club house, court, and walking trails.

3.8 Amendments. Developers agree to limit development to the uses provided herein. Developers agree that this agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

3.9 Conflicts. Except as otherwise provided, any conflict between the provisions of this Agreement and the City's standards for improvements, shall be resolved in favor of the stricter requirement.

ARTICLE IV GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

4.1 Issuance of Permits - Developers, or assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developers' Undertakings and shall make application for such permits directly to Plain City and other appropriate agencies having authority to issue such permits in connection with the performance of Developers' Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

4.2 Completion Date. The Developers shall, in good faith, reasonably pursue completion of the development. Each completed portion of the project must meet the requirements of this Agreement and the City's ordinances and regulations.

4.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Developers and their contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Developers 'Undertakings.

4.4 Federal and State Requirements. If any portion of the Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sensitive lands, flood plains, and high-water tables.

ARTICLE V REMEDIES

5.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

5.1.1 Cure or remedy such default is pursued, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

5.1.2 If the remedy of reversion is pursued, the defaulting Developer(s) agree(s) not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversions of the zoning.

5.1.3 If Developers fail to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the development cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

5.2 Enforced Delay Beyond Parties 'Control. For the purpose of any other provisions of this Agreement, neither City nor Developers, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

5.3 Extension. Any Party may extend, in writing, the time for the other Party 's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

5.4 Rights of Developers. In the event of a default by Developers 'assignee, Developers may elect, in their discretion, to cure the default of such assignee, provided, Developers 'cure period shall be extended by thirty (30) days.

ARTICLE VI GENERAL PROVISIONS

6.1 Successors and Assigns of Developers. This Agreement shall be binding upon Developers and their successors and assigns, and where the term "Developers" is used in this Agreement it shall mean and include the successors and assigns of Developers not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Developers) of the Subject Area.

6.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Developers: RICK SCADDEN

118 E Lomond View Dr.
North Ogden UT 84414

To City: PLAIN CITY CORPORATION

4160 W 2200 North
Plain City, Utah 84404

Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America. If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.

6.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

6.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

6.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Developer or Developers affected by the amendment.

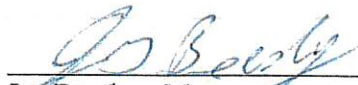
6.6 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees, subject to the limitations set forth in the Utah Governmental Immunity Act for property damages.

6.7 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Plain City Council. The Development Agreement shall commence upon the date this agreement has been recorded in the official records on file in the office of the recorder of Weber County, state of Utah.

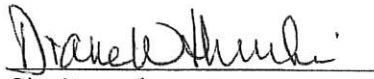
6.8 This Agreement shall be recorded upon approval and execution of this agreement by the Developer(s), whose property is affected by the recording and the City.

6.9 This agreement shall be binding on the successors and assigns of the Developer. In such event, the buyer or transferee of the parcels so transferred shall be fully substituted as Developer under this agreement and Developer shall be released from any other obligations under this agreement as to the parcels so transferred.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.
PLAIN CITY CORPORATION:


Jon Beesley, Mayor

ATTEST:


City Recorder



I (we), Pick Scadden, _____ being duly sworn, depose and say that I (we) am (are) the Developer(s) of the property identified in the attached agreement and that the statements contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Rick Scadden

Brynlee Acres LLC, Rick Scadden

Subscribed and sworn to me this 28 day of Aug 2024

Diane W Hirschi

Notary Public

Residing in: Plain City

My Commission Expires: Jan. 24, 2025





Ownership Info for 190210051 as of Aug-20-2024 01:15:50pm

Property Owner as of Aug-20-2024 01:15:50pm

Property Address

BRYNLEE ACRES LLC

3415 W NORTH PLAIN CITY RD

PLAIN CITY

84404

Mailing Address

BRYNLEE ACRES LLC

118 E LOMOND VIEW DR

NORTH OGDEN UT

844142206

Parcel Number: 190210051

Tax Area: 21

No Dedication Plats found

Current References

Entry #	Book	Page	Recorded Date
3162679			June 21, 2021

Kind of Instrument WARRANTY DEED

Prior Parcels

190210032 (Discontinued)

Legal Description

PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN U S SURVEY; BEGINNING AT A POINT 483.36 FEET SOUTH AND 614.55 FEET EAST FROM THE NORTHWEST CORNER OF SOUTHWEST QUARTER, RUNNING THENCE SOUTH 50D19' EAST 180.33 FEET, THENCE SOUTH 3D41' WEST 28.88 FEET, THENCE EAST 150 FEET. THENCE SOUTH 51D02' WEST 292.43 FEET. MORE OR LESS, THENCE NORTH 0D27'08" EAST 200.43 FEET, MORE OR LESS, THENCE NORTH 51D11' WEST 130 FEET TO THE SOUTH LINE OF PLAIN CITY ROAD, THENCE NORTHEASTERLY TO POINT OF BEGINNING.

"EXHIBIT B"



Ownership Info for 190210049 as of Aug-20-2024 01:16:21pm

Property Owner as of Aug-20-2024 01:16:21pm

Property Address

BRYNLEE ACRES LLC

Mailing Address

BRYNLEE ACRES LLC

118 E LOMOND VIEW DR

NORTH OGDEN UT

844142260

Parcel Number:

190210049

Tax Area:

21

No Dedication Plats found

Current References

Entry #	Book	Page	Recorded Date
3164999			June 30, 2021

Kind of Instrument WARRANTY DEED

Prior Parcels

190210032 (Discontinued)

Legal Description

THAT PART OF THE FOLLOWING NORTH OF PLAIN CITY LIMITS AND SOUTH OF PLAIN CITY ROAD: PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON A FENCE CORNER, SAID POINT BEING SOUTH 0D16' WEST 690.2 FEET AND NORTH 75D25' EAST 558.05 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 27 AND RUNNING THENCE SOUTH 247 FEET; THENCE EAST 155.0 FEET; THENCE SOUTH 0D27'08" WEST 497.24 FEET TO AND EXISTING FENCE LINE; THENCE NORTH 88D35'36" WEST 184.0 FEET; THENCE NORTH 1D05'58" EAST 725 FEET, MORE OR LESS, TO THE NORTH PLAIN CITY ROAD: THENCE NORTHEASTERLY ALONG SAID ROAD 25 FEET TO THE POINT OF BEGINNING.

"EXHIBIT B"



Ownership Info for 190210041 as of Aug-20-2024 01:12:19pm

Property Owner as of Aug-20-2024 01:12:19pm

Property Address

BRYNLEE ACRES LLC

Mailing Address

BRYNLEE ACRES LLC

118 E LOMOND VIEW DR

NORTH OGDEN UT

844142206

Parcel Number: 190210041

Tax Area: 21

No Dedication Plats found

Current References

Entry #	Book	Page	Recorded Date
3164999			June 30, 2021

Kind of Instrument WARRANTY DEED

Prior Parcels

190210032 (Discontinued)

Legal Description

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTH OF
PLAIN CITY CORPORATE LIMITS AND SOUTH OF THE PLAIN CITY ROAD:
A PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 7
NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:
BEGINNING AT A POINT ON A FENCE CORNER, SAID POINT BEING SOUTH
0D16' WEST 690.2 FEET AND NORTH 79D58' EAST 388.65 FEET FROM
THE WEST QUARTER CORNER OF SAID SECTION 27, AND RUNNING THENCE
SOUTH 1D05'58" WEST 662.4 FEET ALONG A FENCE LINE; THENCE
SOUTH 88D35'36" EAST 135.0 FEET ALONG A FENCE LINE; THENCE
NORTH 1D05'58" EAST 725 FEET, MORE OR LESS, TO AN EXISTING
FENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTH PLAIN
CITY ROAD; THENCE SOUTHWESTERLY ALONG THE EXISTING FENCE
150 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

"
EXHIBIT B
"



Ownership Info for 190210040 as of Aug-20-2024 01:13:58pm

Property Owner as of Aug-20-2024 01:13:58pm

Property Address

BRYNLEE ACRES LLC

Mailing Address

BRYNLEE ACRES LLC

118 E LOMOND VIEW DR

NORTH OGDEN UT

844142206

Parcel Number:

190210040

Tax Area:

434

No Dedication Plats found

Current References

Entry #	Book	Page	Recorded Date
3164999			June 30, 2021

Kind of Instrument WARRANTY DEED

Prior Parcels

190210026 (Discontinued)

Legal Description

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTH
OF PLAIN CITY CORPORATE LIMITS:
PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH,
RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:
BEGINNING AT A POINT ON A FENCE CORNER, SAID POINT BEING
SOUTH 0D16' WEST 690.2 FEET AND NORTH 79D58' EAST 388.65 FEET
FROM THE WEST QUARTER CORNER OF SAID SECTION 27, AND RUNNING
SOUTH 1D05'58" WEST 662.4 FEET ALONG A FENCE LINE; THENCE
SOUTH 88D35'36" EAST 135.00 FEET ALONG A FENCE LINE; THENCE
THENCE NORTH 1D05'58" EAST 725 FEET, MORE OR LESS, TO AN
EXISTING FENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF
NORTH PLAIN CITY ROAD; THENCE SOUTHWESTERLY ALONG THE
EXISTING FENCE 150 FEET, MORE OR LESS, TO THE POINT OF
BEGINNING.

"EXHIBIT B"



Ownership Info for 190210048 as of Aug-20-2024 01:14:26pm

Property Owner as of Aug-20-2024 01:14:26pm

Property Address

BRYNLEE ACRES LLC

Mailing Address

BRYNLEE ACRES LLC

118 E LOMOND VIEW DR

NORTH OGDEN UT

844142260

Parcel Number: 190210048

Tax Area: 434

No Dedication Plats found

Current References

Entry #	Book	Page	Recorded Date
3164999			June 30, 2021

Kind of Instrument WARRANTY DEED

Prior Parcels

190210026 (Discontinued)

Legal Description

THAT PART OF THE FOLLOWING SOUTH OF PLAIN CITY LIMITS:
PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH,
RANGE 2 WEST, SALT LAKE MERIDIAN. U.S. SURVEY: BEGINNING AT A
POINT ON A FENCE CORNER, SAID POINT BEING SOUTH 0D16' WEST
690.2 FEET AND NORTH 75D25' EAST 558.05 FEET FROM THE WEST
QUARTER CORNER OF SAID SECTION 27 AND RUNNING THENCE SOUTH
247 FEET, THENCE EAST 151.82 FEET, THENCE SOUTH 00D49'47"
WEST 497.10 FEET TO A EXISTING FENCE LINE, THENCE NORTH
88D35'36" WEST 174.2 FEET, THENCE NORTH 1D05'58" EAST 725 FEET
MORE OR LESS, TO THE NORTH PLAIN CITY ROAD, THENCE
NORTHEASTERLY ALONG SAID ROAD 25 FEET TO THE POINT OF
BEGINNING.

"EXHIBIT B"



Ownership Info for 190210060 as of Aug-20-2024 01:15:00pm

Property Owner as of Aug-20-2024 01:15:00pm

Property Address

BRYNLEE ACRES LLC

Mailing Address

BRYNLEE ACRES LLC

118 E LOMOND VIEW DR

NORTH OGDEN UT

844142206

Parcel Number: 190210060

Tax Area: 434

No Dedication Plats found

Current References

Entry #	Book	Page	Recorded Date
3162679			June 21, 2021

Kind of Instrument WARRANTY DEED

Prior Parcels

190210048

Legal Description

PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE & MERIDIAN, BEGINNING AT THE SOUTHEAST CORNER OF THE GILMER L BUSH PROPERTY BEING A POINT IN AN EXISTING FENCE LINE ON THE WEST LINE OF AN EXISTING LANE LOCATED SOUTH 00D16'00" WEST 792.02 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND NORTH 90D00'00" EAST 692.89 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER, RUNNING THENCE SOUTH 00D04'01" WEST 497.24 FEET ALONG SAID WEST LINE, THENCE NORTH 89D00'00" WEST 9.80 FEET TO THE CENTERLINE OF AN EXISTING POWERLINE ALIGNMENT, THENCE NORTH 00D49'47" EAST 497.10 FEET ALONG SAID POWERLINE ALIGNMENT, THENCE NORTH 89D36'53" EAST 3.18 FEET TO THE POINT OF BEGINNING.

'EXHIBIT B'



Ownership Info for 190210050 as of Aug-20-2024 01:15:26pm

Property Owner as of Aug-20-2024 01:15:26pm

Property Address

BRYNLEE ACRES LLC

Mailing Address

BRYNLEE ACRES LLC

118 E LOMOND VIEW DR

NORTH OGDEN UT

844142206

Parcel Number: 190210050

Tax Area: 21

No Dedication Plats found

Current References

Entry #	Book	Page	Recorded Date
3162679			June 21, 2021

Kind of Instrument WARRANTY DEED

Prior Parcels

190210026 (Discontinued)

Legal Description

PART OF SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U S SURVEY; BEGINNING AT A POINT 483.36 FEET SOUTH AND 614.55 FEET EAST AND SOUTH 50D19' EAST 180.33 FEET AND SOUTH 3D41' WEST 28.88 FEET AND EAST 150 FEET FROM THE NORTHWEST CORNER OF SOUTHWEST QUARTER RUNNING THENCE EAST TO THE WEST LINE OF PLAIN CITY CORPORATE LIMITS LINE THENCE SOUTH 643.5 FEET, THENCE WEST 305 FEET, MORE OR LESS, THENCE NORTH 0D27'08" EAST 493.83 FEET, MORE OR LESS, THENCE NORTH 51D02' EAST 292.43 FEET, MORE OR LESS, TO A POINT WEST OF THE BEGINNING, THENCE EAST TO THE POINT OF BEGINNING.

"EXHIBIT B"

CHAPTER 7

SENIOR HOUSING OVERLAY ZONE

SECTION:

10-7-1: Purpose And Intent

10-7-2: Use Regulations

10-7-3: Area Regulations

10-7-4: General Regulations

10-7-5: Submission Of Application

10-7-6: Planning Commission Consideration

10-7-7: Planning Commission Action

10-7-8: City Council Action

10-7-9: Final Site Plan And/Or Final Plat Approval

10-7-10: Building Permit Issuance

10-7-11: Time Limit

10-7-12: Easements Over Common Areas

10-7-13: Homeowners' Association Required

10-7-1: PURPOSE AND INTENT:

A. Purpose:

1. The Senior Housing Overlay (SHO) Zone is established for senior housing residential development within a limited area of the City. It is expressly provided that the SHO Zone is not intended to be utilized for all residential development within the City. The SHO Zone shall only be permitted for property approved by the Planning Commission and City Council. (Ord. 2012-03, 8-18-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

2. It is established to ensure that adequate housing is available to senior citizens. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

3. It is established to facilitate the development of senior housing projects which are superior in functional design, quality of construction, appearance, and operational standards.

4. It is established to ensure that the requirements of the Americans With Disabilities Act (ADA) and universal design principles are incorporated within senior housing developments.

5. It is established to ensure that the requirements of all disciplines related to the International Code Council are followed.

B. Intent: This zone is designed to provide for residential uses that are appropriate for the development of seniors, recognizing their unique lifestyles and needs, by allowing higher densities, a mix of uses, and requiring in return, higher design and construction standards, as well as the provision of specific site and building amenities. It is the intent of this zone to carry out the policies and objectives of all elements of the General Plan and to meet the standards necessary to satisfy the requirements for

public health, safety, and general welfare. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-2: USE REGULATIONS:

A. Conditional Use/Preliminary Development Plan Approval: The residential uses, housing types and the location of the buildings proposed in an SHO Zone may differ from the residential uses, housing types and regulations governing such uses in effect in the zone in which the development is proposed, provided the provisions of this chapter are complied with.

B. Nonresidential Uses: Nonresidential uses may be included in the development to provide a necessary service to the residents of the development or to expand uses in certain areas of the City as determined by the Planning Commission. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-3: AREA REGULATIONS:

At least one household member must be fifty (50) years or older. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-4: GENERAL REGULATIONS:

A. Open Space: A minimum of fifteen percent (15%) open space shall be required of all SHO Zones, except as set forth below. For the purposes of this chapter, "open space" shall mean land and amenities set aside for common areas which are available for recreational use by residents of the SHO Zone or the public in general where land is dedicated to the City or the City holds a public access easement to the land. Open space acreage proposed to meet the fifteen percent (15%) requirement and encumbered by easements, wetlands, or utilities may only be utilized at a rate of up to fifty percent (50%). The percent applied to such properties shall be negotiated with the Planning Commission and the Planning Commission shall base their recommendation on the usability of that space, the amenities that it will provide, and the impact of the space on the project and the City. Open space shall not include private yard space, roads, parking lots, or dwelling units. The fifteen percent (15%) open space requirement may be reduced when the maximum density otherwise allowable is not requested, and an exceptional amenity or amenities of Citywide benefit are included in, or in conjunction with, the project.

B. Density: The SHO Zone density shall be an average of 6.0 units per acre.

C. Yard And Height Regulations:

1. The yard and height requirements of the adjacent zone around the periphery of the project shall be considered by the Planning Commission and may be modified (greater or smaller), as the Planning Commission deems necessary, in order to provide the privacy to the existing land uses, as well as the proposed land uses in the SHO Zone.

2. Front of building shall not encroach upon the utility easement and shall be a minimum of ten feet (10') from back of curb.

3. Minimum spacing between buildings shall be ten feet (10').

D. Site Development Standards; Signs: Site development standards and sign regulations shall be determined by approval of the site development plan.

E. Land Dedication, Streets, Lighting, And Utilities: The City Council, upon recommendation of the Planning Commission, may consider the dedication of streets, open space, and/or parks within the SHO Zone. Any private roads shall meet City standards for pavement structure. A street lighting plan is required. All utilities to be installed as part of the SHO Zone, shall be placed underground.

F. Guarantee; Deposit In Escrow: The developer will deposit in escrow with an escrow holder approved by the City Council an amount of money equal to the cost of improvements required plus ten percent (10%) as estimated by the developer and approved by the City Engineer under an escrow agreement conditioned for the installation of said improvements within two (2) years from the date the

final plat is recorded. The escrow agreement aforesaid shall be approved by the City Council and City Attorney and shall be filed with the City Recorder. The ten percent (10%) improvement guarantee amount will be held for one year beyond the date of conditional final acceptance of improvements.

G. Revisions: As part of the City Council review of the final plat and/or development agreement, the City Council may modify the recommendations of the Planning Commission. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

H. Development Agreement: A development agreement shall be required for all SHO Zones to assure that all conditions of approval, resolution of negotiations, etc., are completed in the final development. The development agreement is a negotiated document. The Planning Commission shall make its recommendation on development agreement standards to the City Council. The City Council shall have the final negotiation and power to approve the final development agreement. The development agreement shall be signed and recorded concurrently with the final plan by the City Council. This agreement runs with the land and contains all the conditions decided upon during the project approval process. Once the Planning Commission has deliberated on the conditional use and the development agreement, the draft development agreement shall be sent to the City Council for review and consideration. The City Council review and/or modification shall be accomplished prior to the Planning Commission review of a preliminary plan or other submittals for the project. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

I. Checking Fees: Checking fees for SHO Zones shall be based on the same standards contained in the subdivision title and fees established for lots shall be applicable to housing units.

J. Architectural Standards: The following minimum architectural standards shall be required of all dwellings within a planned residential unit development:

1. Single-family dwellings shall have at least a two car garage (with minimum interior dimensions of 20 feet by 20 feet) per dwelling unit. Common walls between dwellings may be allowed with prior approval of the Planning Commission with a maximum of three (3) units.

2. Where a garage(s) is placed on the front building facade, the width of the garage door(s) shall not exceed fifty percent (50%) of the total width of the front building facade.

3. Exterior finish materials of single-family dwellings shall be at least thirty percent (30%) masonry. At least fifty percent (50%) masonry shall be required for dwellings with common walls. For the purposes of this section, masonry shall include brick or stone or a material approved by the Planning Commission majority. For all of the dwellings at least twenty five percent (25%) of the front building facade shall be masonry.

4. The minimum roof pitch shall be at least four to twelve (4:12).

5. The minimum square footage of each dwelling area shall be at least one thousand (1,000) square feet above grade and exclusive of garages.

6. All dwellings shall have at least two (2) roof planes on the front building facade. Examples of this requirement include a hip style roof and a gable end on the front elevation with a cross gable.

7. All dwellings shall have at least one relief feature on the front building facade. Examples of relief items include: bay or box windows, cantilevered living areas, covered front porches and foundation projections or recesses.

8. In order to ensure exterior design variation in buildings with dwellings, no more than two (2) dwellings which have the same or very similar exterior design, as determined by the Planning Commission, shall be allowed adjacent to each other.

K. Universal Design: Universal design (also known as "aging in place") is a method of design that seeks to create development that can be used by everyone, regardless of age or physical condition. All

projects shall implement, at minimum, the following universal design principles:

1. No step entries.
2. One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.
3. Front doors with a minimum width of thirty six inches (36") to accommodate the use of wheelchairs and thirty two inch (32") free swing doors (34 inch door) on all interior doors.
4. Hallway minimum width of forty two inches (42") to accommodate the use of wheelchairs.
5. Room thresholds that are flush.
6. Adequate lighting throughout the dwelling unit.
7. Provide lever door handles and rocker light switches.
8. Provide additional closet rod brackets to allow potential access from a wheelchair.
9. Wheelchair accessible bathrooms. Provide adequate space for maneuverability and access to facilities to those using wheelchairs. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-5: SUBMISSION OF APPLICATION:

A. Required: An application for an SHO Zone shall be submitted as a conditional use to the Planning Commission. An overall preliminary development plan including subsections A1 through A10 of this section shall be submitted with the conditional use application for the SHO Zone.

1. Development density, coverage, and open space characteristics.
2. Vehicular and pedestrian circulation including trail systems, parking, and public uses.
3. A description of architectural elevations and floor plans demonstrating the general design, character, and exterior building materials of the proposed structures.
4. Conceptual landscape plan, fencing, and screening.
5. Conceptual grading and drainage.
6. Streets and lots.
7. Identification signs or entrance features.
8. Street lighting.
9. A written letter of commitment to the particular design concepts of the project. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)
10. A draft financial plan for the permanent maintenance of common area facilities. (Ord. 2016-09, 10-6-2016, eff. 10-6-2016; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

B. Other Necessary Information: Such other information shall be included as may be necessary to determine that the contemplated arrangement of uses makes it desirable to apply regulations and requirements differing from those ordinarily applicable under this title.

C. Project Details And Proposal Negotiations: As part of the General Plan/rezone, or the rezone, or the conditional use, or subdivision process, project details and proposals such as lot sizes, densities, setbacks and amenities may be negotiated. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-6: PLANNING COMMISSION CONSIDERATION:

In considering the proposed Senior Housing Overlay development, the Planning Commission shall consider:

- A. **Design:** The design, exterior materials, housing type and quality of buildings and their relationship to the site and their relationship to development beyond the boundaries of the development.
- B. **Streets, Traffic, Parking:** Which streets shall be public and which shall be private, the entrances and exits to the development and the provisions for internal and external traffic circulation and off street parking.
- C. **Landscaping, Screening:** The landscaping and screening as related to the several uses within the development as a means of its integration into its surroundings.
- D. **Signs:** The size, location, design and nature of signs, if any, and the intensity and direction of area of floodlighting.
- E. **Density:** The residential density of the proposed development and its distribution as compared with the residential density of the surrounding lands, either existing or as indicated on the zoning map or Master Plan as being a desirable future residential density.
- F. **Financial Ability:** The demonstrated ability of the proponents of the Senior Housing Overlay development to financially carry out the proposed project under total or phase development proposals within the time limit established.
- G. **Open Space And Amenities:** The value to the community of the open space to be preserved and the amount and quality of the open space and amenities.
- H. **Phases:** In the event the Senior Housing Overlay is done in phases, the undeveloped portion will be addressed in the development agreement. It is up to the developer to present the options (materials) and up to the commission to decide. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-7: PLANNING COMMISSION ACTION:

A. **Recommendations:** The Planning Commission, subject to the requirements of this chapter and this Code, may recommend to approve, modify with conditions or deny, the draft development agreement, site plan, and/or the preliminary development plan.

B. **For A Conditional Use:** The Planning Commission, subject to the requirements of this chapter, may approve, modify, deny, or approve with conditions, the conditional use including the preliminary development plan for the proposed Senior Housing Overlay development. After a conditional use for the Senior Housing Overlay development is approved, a preliminary plat may be submitted using the standards and procedures found in the subdivision ordinance where subdivision approval is required. The Planning Commission may hold a public hearing for the conditional use permit. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-8: CITY COUNCIL ACTION:

In addition to the standard procedures, approval processes, and powers of the City Council, the City Council may hold a public hearing on the development agreement in conjunction with the General Plan and/or zone change or separately after the Planning Commission review of the conditional use where a General Plan and/or zone change is not required. The City Council may approve, approve with conditions, or disapprove the final development agreement. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-9: FINAL SITE PLAN AND/OR FINAL PLAT APPROVAL:

Permitted uses specified in section 10-7-2 of this chapter require site plan approval by the Planning Commission before building permits are issued subject to section 10-8-16 of this title. Conditional uses are regulated by chapter 10 of this title.

All plans shall follow standard subdivision approval process with the Planning Commission. Approved final site plan or final plat will be forwarded to the building official for issuance of building permit. (Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-10: BUILDING PERMIT ISSUANCE:

The building official shall not issue any permit for the proposed building or use within the project unless such building or use is in accordance with the approved development plan and any conditions imposed. Approved development plans shall be filed with the Planning Commission, City Engineer, building official and City Recorder. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-11: TIME LIMIT:

Unless there is substantial action leading toward completion of a Senior Housing Overlay development or an approved phase thereof within a period of six (6) months from the date of approval, as determined by the City Council, to get the plat recorded or such approval shall expire, unless after reconsideration of the progress of the project, an extension is approved. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-12: EASEMENTS OVER COMMON AREAS:

In the Senior Housing Overlay Zone, there shall be reserved proper easements over the common areas to accommodate public services, including, but not limited to, the right of police and fire personnel to enter upon any part of the common areas, and to allow the City to repair or replace facilities or improvements thereon if any association fails so to do. The declaration for any such development shall include a provision covenanting with the City and all unit owners to maintain the common areas and facilities for the use of declarant and all unit owners prior to being turned over to an association. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

10-7-13: HOMEOWNERS' ASSOCIATION REQUIRED:

In the Senior Housing Overlay development with common areas and facilities such as common open space or private streets, a homeowners' association shall be created concurrent with recording of the final plat, to assure maintenance of the common areas and facilities in perpetuity. (Ord. 2012-03, 8-16-2012, eff. 8-16-2012; amd. Ord. 2017-09, 7-20-2017, eff. 7-20-2017)

APPLICATION FOR
AMENDMENT TO A SUBDIVISION

Subdivision Name STONEY BROOK Zone R-20 Date Submitted 16 SEP 2024

Address of Subdivision 2668 N 3850 W Plain City, UT

No. of Units or Lots being affected by the amendment: LOT 6

Owner Name MICHAEL + ROBIN CEDERQUIST Full Address 2668 N 3850 W

Phone # M- 801-668-6847 Cell # R- 801-644-8300 Fax # _____

Subdivider's Name _____ Full Address _____

Phone # _____ Cell # _____ Fax # _____

MIKE@YESINUTAH.COM

Please describe any agreements, rights-of-way, easements etc, which could affect this amendments:

Describe the amendment to the subdivision plat:

THE ARROWHEAD PIECE OF LAND ON THE NORTHEAST CORNER
OF LOT 6 WILL TRANSFER TO LOT 5. THE LAND SOUTH AND
EAST OF LOT 5 DRIVEWAY WILL TRANSFER TO LOT 6.
LOT SIX WILL MAINTAIN R-20 SQUARE FOOT REQUIREMENT.

The above information is true and accurate to the best of my knowledge.

Date Signature

Office Use Only

Subdivision Amendment Fee: _____ PC Approval Date: _____
Number of Copies: _____ CC Approval Date: _____

APPLICATION FOR
AMENDMENT TO A SUBDIVISION

Subdivision Name STONEY BROOK Zone R-20 Date Submitted 16 SEP 2024

Address of Subdivision 2688 N 3850 W Plain City, UT

No. of Units or Lots being affected by the amendment: LOT 5

Owner Name JACOB + WHITNEY
JOHNS Full Address 2688 N 3850 W

Phone # J - 801-389-5445 Cell # W - 801-710-6067 Fax # _____

Subdivider's Name _____ Full Address _____

Phone # _____ Cell # _____ Fax # _____

Please describe any agreements, rights-of-way, easements etc, which could affect this amendments:

Describe the amendment to the subdivision plat:

LOT 5 LAND SOUTH AND EAST OF DRIVEWAY WILL TRANSFER TO LOT 6.
THE ARROWHEAD PIECE OF LAND ON THE NORTHEAST CORNER OF LOT 6
WILL TRANSFER TO LOT 5. MAINTAINING FRONTAGE EQUAL TO LOT 4.
ADD PARCEL DUE NORTH OF LOT 5 INCREASING SIZE OF LOT 5

The above information is true and accurate to the best of my knowledge.

Sept. 05, 2024
Date

[Signature]
Signature

Office Use Only

Subdivision Amendment Fee: _____
Number of Copies: _____

PC Approval Date: _____
CC Approval Date: _____

petmar4@gmail.com Mark Peterson

PLAIN CITY CORPORATION

CONDITIONAL USE PERMIT APPLICATION

APPLICANT'S NAME JOSEPH MARSH DATE SUBMITTED 8/10/2024

ADDRESS 103 PROSPECT ST. STATE RI ZIP 02906

PHONE NO (213) 887-8070 EMAIL ASHITANOJOE@GMAIL.COM

ADDRESS OF SITE BEING CONSIDERED: Approx. 3450 W. 2200 N., PC, UT

TAX ID NUMBER OF PARCELS BEING CONSIDERED: 19-038-0016, -0085, -0086,
-0087, -0088, -0092

FEE: \$200.00 Date Paid 8-20-24 Receipt No. 2037339

Application is hereby made to the Planning Commission requesting that the following land use CLUSTER SUBDIVISION

be approved as a "Conditional Use" on approx 19 acres in zone RE-18.5
Sq. ft or acres

in accordance with the attached site plan.

Please Complete the Following:

1. Please state in detail what is intended to be done on or with the property. Include a site plan as required in the Plain City Ordinance.

Please see attached site plan. Intend to make a Cluster
Subdivision, reducing the size of some of the lots, and dedicating
an open space for recreational use by the public.

2. Explain fully how this application of land use will satisfy each of the following conditions:

- (a) Why is this use at this particular location necessary or desirable to provide a service of facility which will contribute to the general well-being of the neighborhood or community?

There are no public parks or open spaces in the area, and the
lot area reduction as per 11-7-2 allows us to make an open space for the
public.

- (b) How will the proposed use promote the general welfare of persons and property in the vicinity?

It improves the environment, allows a space for neighbors
to meet outdoors, and benefit the health of people in the
neighborhood.

(c) How will the proposed use be compatible with and complimentary to the existing surrounding uses, buildings and structures when considering traffic generation, parking, building design and location, and landscaping?

Completion of this subdivision will provide another access road for 2200 N. Surrounding subdivisions will be the model for this subdivisions buildings, and buildings and landscaping will be appropriately established in the CC&RS.

(d) How does the proposed use conform to the goals, policies, governing Principles and projected land use of the General Plan?

A Cluster Subdivision has never been built, as far as I'm aware but the goals etc of it will allow 2-3 additional lots while creating over an acre of recreational open space.

List the names and addresses of all property owners located within 500 feet of any point of the affected property. Attach additional sheet if necessary. The City will send out letters to the landowners informing them of this project.

Name

Address

Previously provided for Zoning change application.

8/20/2024

Date

[Signature]

Signature of Applicant

I authorize MARK PETERSON to act as my agent in all matters relating to this application.

[Signature]
Owner of Property

FOR OFFICE USE

Approved/Denied

Date _____ Permit #: _____

Conditions:

CHAPTER 7

CLUSTER SUBDIVISIONS

SECTION:

11-7-1: Purpose And Intent

11-7-2: General Regulations

11-7-3: Site Development Standards

11-7-4: Open Space Provision

11-7-5: Open Space Preservation And Maintenance

11-7-6: Procedure

11-7-1: PURPOSE AND INTENT:

Cluster subdivisions are intended to allow flexibility in neighborhood and subdivision lot design by permitting the development of single-family and two-family dwellings on lots smaller than normally required for the zone in which the subdivision is located and by dedicating or reserving the land so saved to needed open space. It is not intended that this type of subdivision be universally applied but only where circumstances or natural features and land use make it appropriate and of special benefit to the residents of the subdivision and surrounding area. (Ord. 2002-13, 11-7-2002, eff. 11-7-2002)

11-7-2: GENERAL REGULATIONS:

A. Zones Allowed As Conditional Use: A cluster subdivision shall be a conditional use in R-1-11, RE-15, RE-18.5, and RE-20 Zones, and notwithstanding any other provisions of this title, the provisions as hereinafter set forth shall be applicable if any conflict exists; provided, however, that no such cluster subdivision shall contain more than twenty five (25) dwelling units. (Ord. 2002-13, 11-7-2002, eff. 11-7-2002; amd. Ord. 2019-01, 1-3-2019, eff. 1-4-2019)

B. Lot Area Reduction: Where land is proposed for subdivision into lots and a subdivider dedicates or permanently reserves land within the subdivision for recreational use or open space, a reduction in the minimum lot area required for the zone in which the cluster subdivision is located, may be approved by the Planning Commission, provided the provisions of this chapter are met; and further provided, that the cluster subdivision receives subdivision approval.

C. Guarantee: The developer shall provide a financial guarantee approved by and in the amount determined by the City Engineer guaranteeing the completion of all improvements and amenities of the open space proposed by the developer and approved by the City Council. This amount shall be held in escrow to protect the City in case of default by the developer to complete the project. (Ord. 2002-13, 11-7-2002, eff. 11-7-2002)

11-7-3: SITE DEVELOPMENT STANDARDS:

A. Minimum Lot Area: The minimum lot area for dwellings may be reduced below the area normally required in the zone in which the cluster subdivision is located, but no lot shall have an area less than two-thirds ($\frac{2}{3}$) of the minimum lot area required for such dwelling in the respective zone.

B. Minimum Lot Width And Yard Setbacks: The minimum lot width and side yard may be reduced below the side yard normally required in the zone in which the cluster subdivision is located, but no lot shall have a width or side yard of less than three-fourths ($\frac{3}{4}$) of the minimum lot width or side yard required in the respective zone.

C. Number Of Lots Allowed: Total number of lots for the development shall be determined by the amount of buildable land rather than total acreage that may contain unbuildable land such as, but not limited to, wetlands. (Ord. 2002-13, 11-7-2002, eff. 11-7-2002)

11-7-4: OPEN SPACE PROVISION:

There shall be permanently reserved within the subdivision for recreation and/or open space, parcels of land whose total area is not less than the amount by which the areas of the residential lots are reduced below the minimum area normally required in the zone in which the cluster subdivision is located. (Ord. 2002-13, 11-7-2002, eff. 11-7-2002)

11-7-5: OPEN SPACE PRESERVATION AND MAINTENANCE:

Recreation and/or open space areas to be permanently reserved shall be imposed, landscaped and maintained in accordance with a plan approved by the Planning Commission and the cluster subdivision provision of this title. (Ord. 2002-13, 11-7-2002, eff. 11-7-2002)

11-7-6: PROCEDURE:

A preliminary plan of the cluster subdivision showing the areas within the subdivision to be permanently reserved for recreation and/or open space, and plans showing the proposed use, improvements and method of maintenance of such areas shall be approved by the Planning Commission before the cluster subdivision proposal becomes allowed. (Ord. 2002-13, 11-7-2002, eff. 11-7-2002)

CHAPTER 7

CLUSTER SUBDIVISIONS

SECTION:

11-7-1: Purpose And Intent

11-7-2: General Regulations

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A. Zones Allowed As Conditional Use: A cluster subdivision shall be a conditional use in R-1-11, RE-15, RE-18.5, and RE-20 Zones, and notwithstanding any other provisions of this title, the provisions as hereinafter set forth shall be applicable if any conflict exists; provided, however, that no such cluster subdivision shall contain more than **twenty five (25) dwelling units**. (Ord. 2002-13, 11-7-2002, eff. 11-7-2002; amd. Ord. 2019-01, 1-3-2019, eff. 1-4-2019)

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C. Guarantee: The developer shall provide a financial guarantee approved by and in the amount determined by the City Engineer guaranteeing the completion of all improvements and amenities of the open space proposed by the developer and approved by the City Council. This amount shall be held in escrow to protect the City in case of default by the developer to complete the project. (Ord. 2002-13, 11-7-2002, eff. 11-7-2002)

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B. Minimum Lot Width And Yard Setbacks: The minimum lot width and side yard may be reduced below the side yard normally required in the zone in which the cluster subdivision is located, but no lot shall have a width or side yard of less than three-fourths ($\frac{3}{4}$) of the minimum lot width or side yard required in the respective zone.

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There shall be permanently reserved within the subdivision for recreation and/or open space, parcels of land whose total area is not less than the amount by which the areas of the residential lots are reduced below the minimum area normally required in the zone in which the cluster subdivision is located. (Ord. 2002-13, 11-7-2002, eff. 11-7-2002)

11-7-5: OPEN SPACE PRESERVATION AND MAINTENANCE:

Recreation and/or open space areas to be permanently reserved shall be imposed, landscaped and maintained in accordance with a plan approved by the Planning Commission and the cluster subdivision provision of this title. (Ord. 2002-13, 11-7-2002, eff. 11-7-2002)

11-7-6: PROCEDURE:

A preliminary plan of the cluster subdivision showing the areas within the subdivision to be permanently reserved for recreation and/or open space, and plans showing the proposed use, improvements and method of maintenance of such areas shall be approved by the Planning Commission before the cluster subdivision proposal becomes allowed. (Ord. 2002-13, 11-7-2002, eff. 11-7-2002)

dbdakh@icloud.com

APPLICATION FOR
AMENDMENT TO A SUBDIVISION

Subdivision Name STONEY BROOK Zone RE20 Date Submitted 9/4/2024
Address of Subdivision 2689 N. 3850 W. Plain City, UT
No. of Units or Lots being affected by the amendment: 2
Owner Name DOUG & BRENDA KOENIG Full Address 2689 N. 3850 W. PLAIN CITY, UT.
Phone # 801-388-1542 Cell # 801-388-1542 Fax # _____
Subdivider's Name SAME Full Address _____
Phone # _____ Cell # _____ Fax # _____

Please describe any agreements, rights-of-way, easements etc, which could affect this amendments:

Describe the amendment to the subdivision plat:

WE WOULD LIKE TO COMBINE THE PROPERTY WE
PURCHASED WITH OUR ORIGINAL LOT. OUR INTENT IS
TO HAVE A POLE BARN BUILT IN THE NORTH WEST
CORNER.

The above information is true and accurate to the best of my knowledge.

09/04/2024 Brenda Koenig
Date Signature

Office Use Only

Subdivision Amendment Fee: 200.00 pd 9-10-24 PC Approval Date: _____
Number of Copies: _____ CC Approval Date: _____



Memorandum

To: Diane Hirschi, City Recorder
Plain City Corporation

From: Brad C. Jensen, P.E.
Wasatch Civil Consulting Engineering

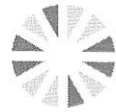
Date: September 18, 2024

Subject: Stoneybrook Subdivision, Plat Amendment (Koenig)

We have reviewed the proposed plat amendment for the Stonybrook Subdivision and have the following comments:

1. When the amended plat is submitted, the existing utility easements must remain in place unless they are vacated.
2. Any of the lots involved in the lot line revisions must retain the minimum lot size and comply with the development standards that are required by the Plain City Ordinances.

If you have any questions or require additional information, feel free to contact me.



CenturyLink

8/31/24

ATTN: Brenda Koenig
2689 N 3850 W.
Plain City, UT 84404

NO OBJECTION

SUBJECT: Encroachment P84298
2689 N 3850 W
Plain City, UT 84404

DESCRIPTION: Encroachment into the PUE along the northern and western property lines for the purpose of a Pole Barn structure. APN 24:142:0049, Lot 4 in Stoney Brook Subdivision, Plain City, Utah.

To Whom It May Concern:

Qwest Corporation d/b/a CENTURYLINK QC has reviewed the request for the subject encroachment and has determined that CenturyLink does not have facilities within the subject public right of way, and therefore agrees to the encroachment. Please forward this letter of approval as you see fit.

It is the intent and understanding of CenturyLink that this encroachment shall not reduce our rights to any existing easement or rights we have on this site or in the area.

Sincerely,
/s/
CenturyLink Right of Way Team



**ROCKY MOUNTAIN
POWER**

A DIVISION OF PACIFICORP

1438 West 2550 South
Ogden, Utah 84401

August, 18 2024

Brenda Koenig

DUCKADD@ICLOUD.COM

RE: EASEMENT ENCROACHMENT

Request: 7282913

Dear Brenda Koenig:

As you requested, Rocky Mountain Power hereby consents to a proposed encroachment of the utility easement on the East, West, North sides of the lot at or near 2689 N 3850 W Plain City, Utah.

However, this consent does not waive or relinquish any rights necessary to the operation, maintenance, renewal, construction, repair, addition, or removal of Power Company lines, conduit, or other power facilities, which are or may be located on said easement.

As consideration for the Power Company granting you permission to encroach upon said easement, it will be necessary for you to hold the Power Company harmless from all claims for personal injuries or damages to property when such injuries or damages, directly or indirectly, arise out of the existence, construction, installation maintenance, condition, use or presence of your structures upon said easement. Rocky Mountain Power shall not be responsible for any damages to structures or property located on said easement.

Please acknowledge the receipt of this letter and your consent to the aforementioned terms by returning an executed copy of this letter to me.

Sincerely,

Craig Garner

Estimator

(801) 629-4434

Consented to this 14TH day of AUG. Brenda Koenig year 2024
Brenda Koenig

August 14, 2024

Plain City Irrigation Canal Company

To Whom It May Concern:

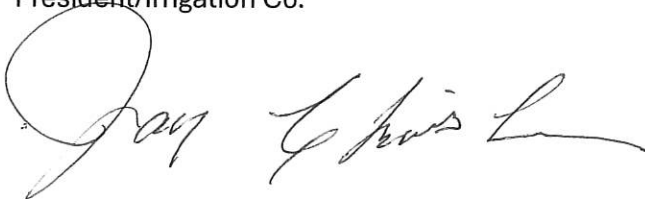
I received a phone call from Mrs. Koenig concerning an irrigation ditch easement on her property. I explained to her that the Irrigation Company has no jurisdiction concerning private ditches off our main canal.

But as a property owner adjacent to her property I will say there were 2 ditches running parallel to one another, one ditch that services my property (Jay Christensen) and the other ditch serviced a property that has been subdivided and is no longer in use and therefore filled in. Several homeowners have built structures already on that abandoned ditch.

If you have any questions or concerns feel free to call me 801-721-6266

Jay Christensen

President/Irrigation Co.

A handwritten signature in black ink, appearing to read "Jay Christensen". The signature is fluid and cursive, with the first name "Jay" being more prominent and the last name "Christensen" written in a more compact, flowing style.

Doug Koenig

From: Doug Koenig <duckadd@icloud.com>
Sent: Tuesday, July 30, 2024 6:23 PM
To: Doug Koenig
Subject: [EXT] Fwd: Easement Release Letter

Sent from my iPhone

Begin forwarded message:

From: Brenda Koenig <dbdakb@icloud.com>
Date: July 30, 2024 at 5:46:30 PM MDT
To: duckadd@icloud.com
Subject: Fwd: Easement Release Letter

Sent from my iPhone

Begin forwarded message:

From: KAMI MARRIOTT <kamimarriott@msn.com>
Date: July 30, 2024 at 1:00:03 PM MDT
To: Brenda Koenig <dbdakb@icloud.com>
Subject: Re: Easement Release Letter

Brenda, Mt View Irrigation does not serve your property located at 2689 N 3850 W Plain City, Utah. Therefore, Mt View Irrigation releases any utility easement for this property. It is suggested that Pine View be contacted for a release as the service provider of the pressurized secondary water, in addition to all other public utility providers.

This email should satisfy the requirements of the city to release the utility easement. If you need anything else, please let me know.

Thank you, Kami Marriott, Secretary Mt View Irrigation.

From: Brenda Koenig <dbdakb@icloud.com>
Sent: Tuesday, July 30, 2024 12:06 PM
To: kamimarriott@msn.com <kamimarriott@msn.com>
Subject: Re: Easement Release Letter

Hi!
I just wanted to follow up with you on this.

Thank You,
Brenda

Space above for County Recorder's use
PARCEL I.D.# 190240080

DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY dba Enbridge Gas Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Weber County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH BOUNDARY LINE OF STONEY BROOK SUBDIVISION BEING LOCATED NORTH 88D46'08" WEST 2225.44 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION FROM THE SOUTHEAST CORNER OF SAID SECTION 28; RUNNING THENCE ALONG SAID NORTH BOUNDARY LINE NORTH 88D46'08" WEST 223.71 FEET; THENCE NORTH 1D24'10" EAST 49.50 FEET, THENCE SOUTH 88D46'08" EAST 66.00 FEET, THENCE SOUTH 1D24'10" WEST 2.73 FEET; THENCE SOUTH 88D55'08" EAST 157.45 FEET, THENCE SOUTH 1D04'52" WEST 47.18 FEET TO THE POINT OF BEGINNING. CONTAINING 10,675 SQUARE FEET MORE OR LESS, Salt Lake Base and Meridian, Weber County, Utah; said Subdivision recorded in the Office of the County Recorder for Weber County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on August 6, 2024.

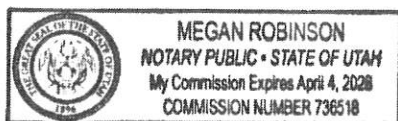
QUESTAR GAS COMPANY
Dba Enbridge Gas Utah

By: Alex Howard

Authorized Representative

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On August 6, 2024, personally appeared before me Alex Howard, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Enbridge Gas Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.



Megan Robinson
Notary Public



July 29, 2024

Brenda Koenig
2689 N 3850 W
Plain City, UT 84404

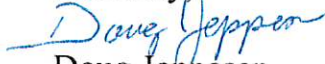
RE: Release of Public Utility Easement

To Whom It May Concern:

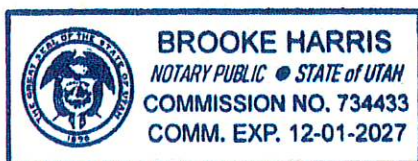
The property owner Brenda Koenig, has contacted our district office concerning vacating the Public Utility Easements on said property at the above location. The District has no water mains on said property. Weber-Box Elder Conservation District has no problems with releasing the easements on this property.
Parcel Number 241420004

Should you have any concerns or questions please contact me at (801) 621-6555.

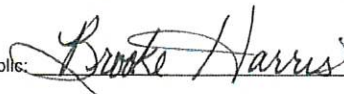
Sincerely,


Doug Jeppesen
Engineering

On this 29th day of July, in the year 2024, before me
Brooke Harris, a notary public, personally appeared
Doug Jeppesen, proved on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to this instrument,
and acknowledged he/she/they executed the same. Witness my hand and official seal.



Notary Public:



My Commission Expires:

12-01-2027

471 W 2nd Street, Ogden, UT 84404
(801) 621-6555



Bona Vista Water Improvement District

2020 West 1300 North, Farr West, Utah 84404

Phone (801) 621-0474 Fax (801) 621-0475

July 29, 2024

Mr. Douglas C. Koenig and Mrs. Brenda G. Koenig
2689 North 3850 West
Plain City Ut, 84404

RE: UTILITY EASEMENT RELEASE

The Bona Vista Water District hereby grants permission for Mr. Douglas Koenig and Mrs. Brenda Koenig to build on the North West and West side of the property located at 2689 North 3850 West in the Plain City Stoney Brook Subdivision lot 4 Parcel #241420004 in Weber County.

Best Regards,

Matt Fox
Assistant Manager

Board of Directors

Ronald Stratford – Chairman
Ken Phippen – Vice Chairman
Jon Beesley – Plain City
Michelle Tait - Harrisville
Scott Van Leeuwen – Marriott/Slaterville

Management

Blake Carlin, Manager
Marci Doolan, Administrative Manager
Matt Fox, Assistant Manager

PLAIN CITY, WEBER COUNTY, UTAH - AUGUST 2024

Individual Acknowledgement

Notary Signature: _____
 Print name below signature: _____

My Commission Expires: _____

NARRATIVE

The purpose of this survey is to amend data 4, 5 and 6 of Sloney Brook Subdivision.

Documents added to file in this survey:

Water County Tax Map 19-024, 24-024, 24-142.

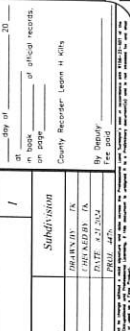
Deeds of record as found in the Water County Records Office for Sloney Brook Subdivision, 80-024 Sloney Brook Subdivision, 85-013 City, Champaign Plots of Record, 80-024 Sloney Brook Subdivision, 85-013 City, Champaign Estates Subdivision First Amendment, 92-091 Wheelwright's stores, 78-030 Shinglers Estates First Amendment.

The following were placed according to the official plot of Sloney Brook Subdivision, Curs at 1 and fence lines verified the location.

at bedding is a side of old from monument no shown

[illegible]

Wabeno County Register Entry no. _____ Date for record and recorded _____ at _____ day of _____ 30 _____ in book _____ of official records, on page _____ County Register Leman H. Kiley By Deputy _____ Fee paid _____		1 Subdivision 100 Acres or less 1/4th A.C. or less 1/2 A.C. or less 3/4 A.C. or less 1 A.C. or less 1/2 A.C. or less 1/4 A.C. or less 1/8 A.C. or less 1/16 A.C. or less 1/32 A.C. or less 1/64 A.C. or less 1/128 A.C. or less 1/256 A.C. or less 1/512 A.C. or less 1/1024 A.C. or less 1/2048 A.C. or less 1/4096 A.C. or less 1/8192 A.C. or less 1/16384 A.C. or less 1/32768 A.C. or less 1/65536 A.C. or less 1/131072 A.C. or less 1/262144 A.C. or less 1/524288 A.C. or less 1/1048576 A.C. or less 1/2097152 A.C. or less 1/4194304 A.C. or less 1/8388608 A.C. or less 1/16777216 A.C. or less 1/33554432 A.C. or less 1/67108864 A.C. or less 1/134217728 A.C. or less 1/268435456 A.C. or less 1/536870912 A.C. or less 1/1073741824 A.C. or less 1/2147483648 A.C. or less 1/4294967296 A.C. or less 1/8589934592 A.C. or less 1/17179869184 A.C. or less 1/34359738368 A.C. or less 1/68719476736 A.C. or less 1/137438953472 A.C. or less 1/274877906944 A.C. or less 1/549755813888 A.C. or less 1/1099511627776 A.C. or less 1/2199023255552 A.C. or less 1/4398046511104 A.C. or less 1/8796093022208 A.C. or less 1/17592186044416 A.C. or less 1/35184372088832 A.C. or less 1/70368744177664 A.C. or less 1/140737488355328 A.C. or less 1/281474976710656 A.C. or less 1/562949953421312 A.C. or less 1/1125899906842624 A.C. or less 1/2251799813685248 A.C. or less 1/4503599627370496 A.C. or less 1/9007199254740992 A.C. or less 1/18014398509481984 A.C. or less 1/36028797018963968 A.C. or less 1/72057594037927936 A.C. or less 1/144115188075855872 A.C. or less 1/288230376151711744 A.C. or less 1/576460752303423488 A.C. or less 1/1152921504606846976 A.C. or less 1/2305843009213693952 A.C. or less 1/4611686018427387904 A.C. or less 1/9223372036854775808 A.C. or less 1/18446744073709551616 A.C. or less 1/36893488147419103232 A.C. or less 1/73786976294838206464 A.C. or less 1/147573952589676412928 A.C. or less 1/295147905179352825856 A.C. or less 1/590295810358705651712 A.C. or less 1/1180591620717411303424 A.C. or less 1/2361183241434822606848 A.C. or less 1/4722366482869645213696 A.C. or less 1/9444732965739290427392 A.C. or less 1/18889465931478580854784 A.C. or less 1/37778931862957161709568 A.C. or less 1/75557863725914323419136 A.C. or less 1/151115727451828646838272 A.C. or less 1/302231454903657293676544 A.C. or less 1/604462909807314587353088 A.C. or less 1/1208925819614629174706176 A.C. or less 1/2417851639229258349412352 A.C. or less 1/4835703278458516698824704 A.C. or less 1/9671406556917033397649408 A.C. or less 1/19342813113834066795298816 A.C. or less 1/38685626227668133590597632 A.C. or less 1/77371252455336267181195264 A.C. or less 1/154742504910672534362390528 A.C. or less 1/309485009821345068724781056 A.C. or less 1/618970019642690137449562112 A.C. or less 1/1237940039285380274899124224 A.C. or less 1/2475880078570760549798248448 A.C. or less 1/4951760157141521099596496896 A.C. or less 1/9903520314283042199192993792 A.C. or less 1/19807040628566084398385987584 A.C. or less 1/39614081257132168796771975168 A.C. or less 1/79228162514264337593543950336 A.C. or less 1/158456325028528675187087900672 A.C. or less 1/316912650057057350374175801344 A.C. or less 1/633825300114114700748351602688 A.C. or less 1/1267650600228229401496703205376 A.C. or less 1/2535301200456458802993406410752 A.C. or less 1/5070602400912917605986812821504 A.C. or less 1/10141204801825835211973625643008 A.C. or less 1/20282409603651670423947251286016 A.C. or less 1/40564819207303340847894502572032 A.C. or less 1/81129638414606681695789005144064 A.C. or less 1/162259276829213363391578010288128 A.C. or less 1/324518553658426726783156020576256 A.C. or less 1/649037107316853453566312041152512 A.C. or less 1/1298074214633706907132624082305024 A.C. or less 1/2596148429267413814265248164610048 A.C. or less 1/5192296858534827628530496329220096 A.C. or less 1/10384593717069655257060992658440192 A.C. or less 1/20769187434139310514121985316880384 A.C. or less 1/41538374868278621028243970633760768 A.C. or less 1/83076749736557242056487941267521536 A.C. or less 1/166153499473114484112975882535043072 A.C. or less 1/332306998946228968225951765070086144 A.C. or less 1/664613997892457936451903530140172288 A.C. or less 1/1329227995784915872903807060280344576 A.C. or less 1/2658455991569831745807614120560689152 A.C. or less 1/5316911983139663491615228241121378304 A.C. or less 1/10633823966279326983230456482242756608 A.C. or less 1/21267647932558653966460912964485513216 A.C. or less 1/42535295865117307932
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CLIENTS:
McFar's Geoteknik, Jervis Bay, Blue Mountains
PART OF THE NE 1/4 OF SECTION 33,
and PART OF THE NE 1/4 OF SECTION 28,
T 1 N., R. 2 W., SALT LAKE BASE & MERIDIAN
6, TOWNSHIP