PLAIN CITY COUNCIL MINUTES OF REGULAR MEETING NOVEMBER 6, 2025

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, November 6, 2025 also accessible via ZOOM beginning at 6:30 p.m.

Present:

Councilmembers Adam Favero, Rachael Beal, Jed Jenkins, Jan Wilson and Luigi Panunzio

Staff:

Stacy Adams, Brandan Quinney, Dan Schuler

Present:

Rob Ortega, Josh Ableman, Mike Dearing, Jared Roper, Troy LaFluer

Via on Zoom:

Mayor Jon Beesley, Diane Hirschi, Mike Phillips, Katelyn Shaw

Call to Order:

Mayor Beesley

Pledge of Allegiance:

Councilmember Favero

Invocation/Moment of Silence/Thought:

Councilmember Panunzio

Approval of Minutes from October 16, 2025

Councilmember Wilson moved to approve the minutes from October 16, 2025, as presented. Councilmember Jenkins seconded the motion. Councilmembers Favero, Jenkins, Beal and Wilson voted aye. The motion carried.

Comments: Public

None.

Report from Planning Commission

Josh Ableman stated the Planning Commission discussed an updated plan for Jake Finlinson on the Plain City Commercial Parcels. Also, a subdivision amendment for Mustang Run, the LaFluer property. Set a public hearing for November 13, 2025 for a Residential Overlay with Public Amenities for Winegar Trust and Western Basin Land & Livestock, David Pitcher. The Planning Commission also discussed a Senior Overlay for the Bingham property.

Discussion/Motion: Subdivision Amendment - Mustang Run Subdivision

Council discussed the property line and conjoining of 2 lots into one. Councilmember Jenkins moved to approve the subdivision amendment for Mustang Run. Councilmember Panunzio seconded the motion.

Councilmembers Favero, Beal, Jenkins, Wilson and Panunzio voted ave. The motion carried.

Discussion/Motion: Purchase of Lift/Bucket

Dan gave the Council information and specs on the Lift Bucket truck he would like to purchase for City use.

Councilmember Jenkins moved to approve the purchase of the lift/bucket truck. Councilmember Favero seconded the motion. Councilmembers Favero, Beal, Jenkins, Wilson and Panunzio voted ave. The motion carried.

Discussion/Motion: Update and Approval of Cost Estimate for Park Camera Project

Jared Roper and Mike Dearing from Pro-Edge provided the Council with two cost estimates and information on updating the cameras and servers connected to Connext internet at the city parks so they will work as intended. After a brief discussion, Councilmember Jenkins moved to approve both cost estimates. Councilmember Favero seconded the motion. Councilmembers Favero, Jenkins, Beal and Wilson voted aye. The motion carried.

Discussion/Motion: Set Date for Canvass of the General Election - Tuesday, November 18.

It was noted the Monday will work better for a quorum. It will begin at 5 pm. <u>Councilmember Wilson moved to approve the canvass of the election on Monday, November 17 at 5 pm. Councilmember Panunzio seconded the motion.</u> Councilmembers Favero, Jenkins, Beal and Wilson voted ave. The motion carried.

Discussion: Transfer Station Choices

Mayor Beesley gave the Council information regarding the contract with Weber County and other options for transfer stations. Councilmembers asked to bring this back at a future meeting after researching and receiving more information on the current contract and other surrounding city options. Mayor Beesley stated he could have Sean Wilinson from the County attend next time also.

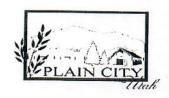
PLAIN CITY COUNCIL MINUTES OF REGULAR MEETING NOVEMBER 6, 2025

	110	VENDER 0, 2025	
Motion: Approval of E Peddlingperkes Revival Windows	Business Licenses 1411 N 4300 W 590 N Kays Dr #102	Stephne Perkes William Little	Online Clothing Sales Replacement Windows Solicitor
Councilmember Wils	on moved to approve the b	usiness licenses as prese	ented. Councilmember Beal seconded
the motion. Councilm	iembers Favero, Jenkins, B	Seal and Wilson voted ay	ye. The motion carried.
	ated 10/16/2025 to 10/31/202 Imember Beal seconded the		kins moved to approve and pay the bill ers Favero, Jenkins and Wilson voted
candidates who ran for WFRC meeting that the the communities in this to build the networks to notes on. Also, he had available to students in items, a study room, slis located on the west section of the wes	o stated he wanted to congra- office, it takes a lot to run a ey do every year for the Reg s area for trails, active transp hat we need. There are a few been asked to mention the no the area with lots of service nowers for students, laundry side of Fremont High School and they are working on getting stated she also wanted to con- wanted to thank Colette for of hout the city and local busines reding the upcoming America There are some requirement taking a QPR class to become	nd he appreciates that. Co- gional Transportation Plan portation, roadways, to may things would like to lool ew Fremont High School is like a food pantry with and they also accept dona with an exterior door to ing a QR code to get out the gratulate those candidates organizing the Halloween esses. Councilmember Be a 250th celebration that the its like setting up an offici- tie an instructor for suicide	ted back on the Council and to thank the buncilmember Favero stated he attended and they are looking for input from all ake sure that we are all working together at and look at the map and put some. Teen Center that is now open and plenty of food for everybody, hygiene ations for those who want to help. Access enter. You can contact Fremont High o local areas. So who won and those who ran for office. Trunk or Treat and Melissa Miller for the stated there is a \$1,500 stipend for the city could use for the 4th of July all community committee and passing a teleprovention for youth through Western the would be able to teach classes at Plain
Councilmember Wilso working on that.	n stated she also talked to Di	iane about the stipend app	olication City could apply for and they ar
wanted to congratulate gained his respect for v	those victorious in their elec-	ctions and thank those who everybody who voted.	en pumpkin walk. Mayor Beesley also to put their name into the hat, they have He would have liked to see a lot more see the time to vote.
At 7:26 p.m. Councils was unanimous.	member Jenkins moved to	adjourn and was second	led by Councilmember Beal. The vote

Mayor

Date approved

City Recorder



NOTICE OF PUBLIC HEARING

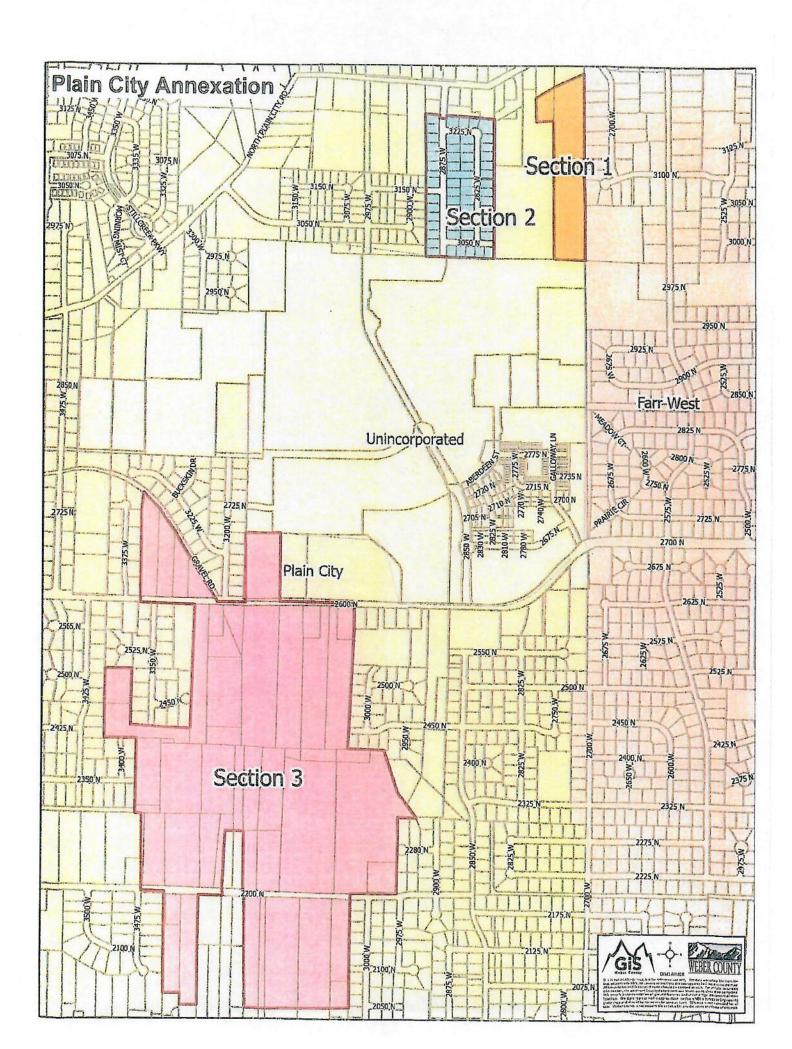
On October 16, 2025, the Plain City Council adopted a resolution indicating Plain City Corporation's intent to annex certain unincorporated properties as shown in the attached map.

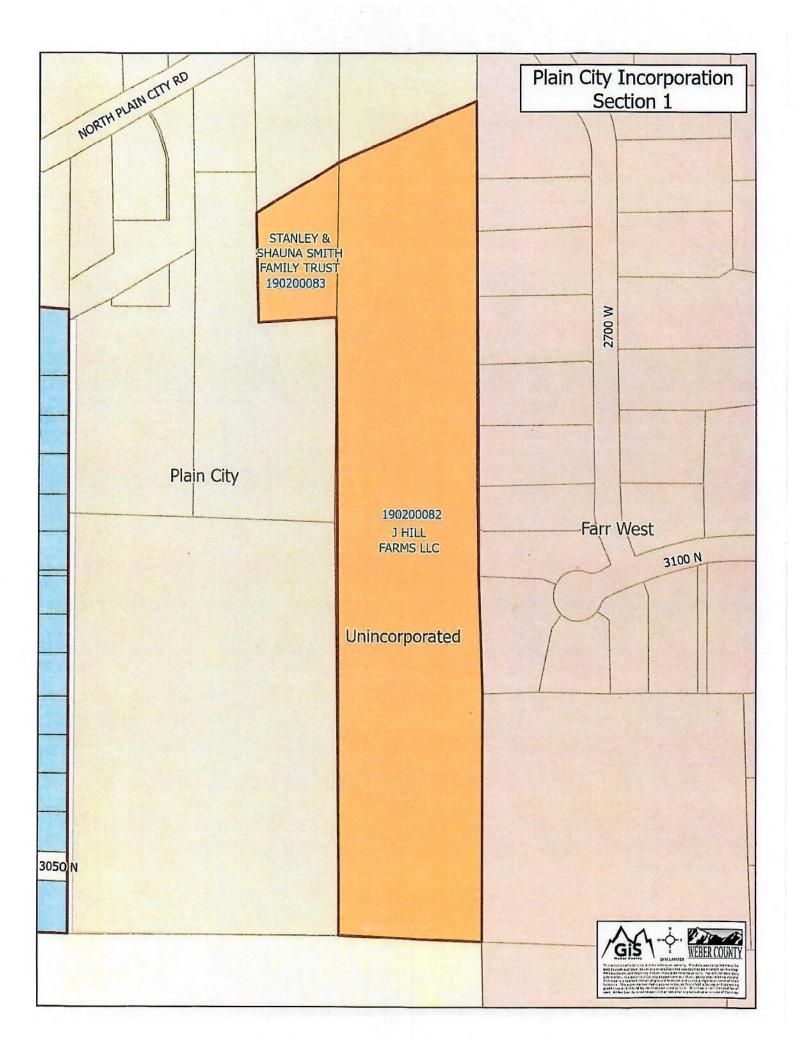
Notice is hereby given that the Plain City Council will hold a public hearing on Thursday, the 20th day of November, 2025, at 6:30 pm in the Plain City Hall at 4160 West 2200 North, Plain City, Utah.

More information may be obtained at the City Office. Interested persons are invited to appear at the public hearing or to file written comments with the City Recorder at dianeh@plaincityutah.gov

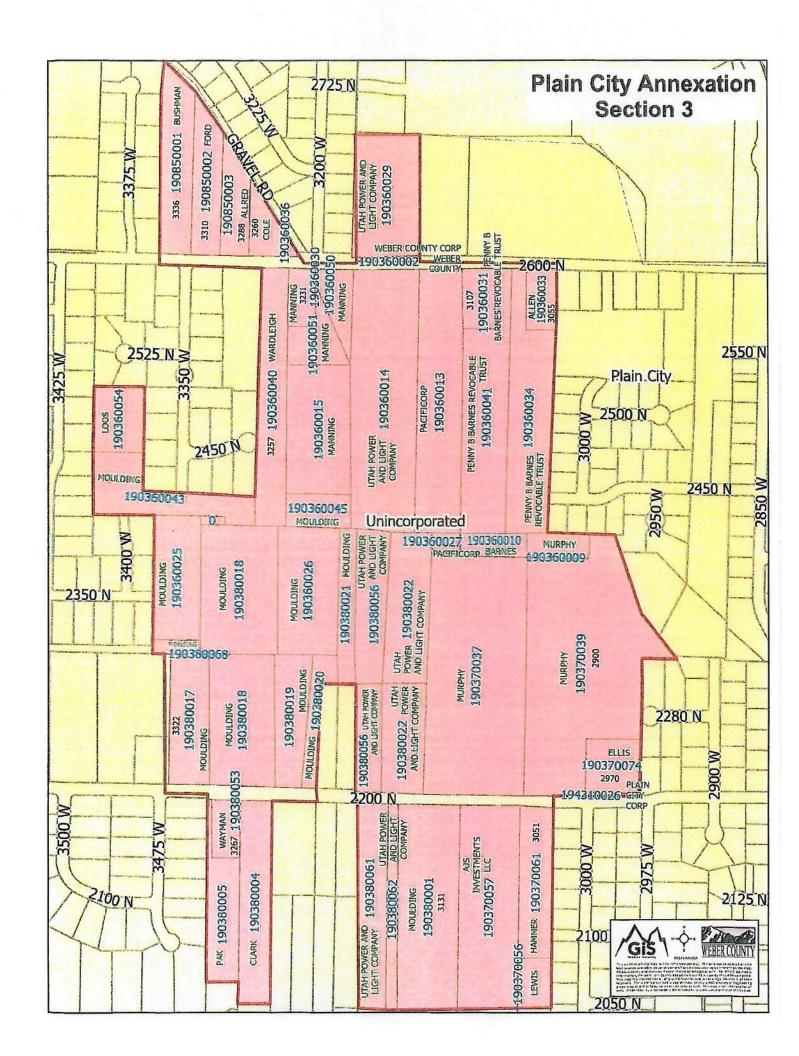
Diane Hirschi City Recorder

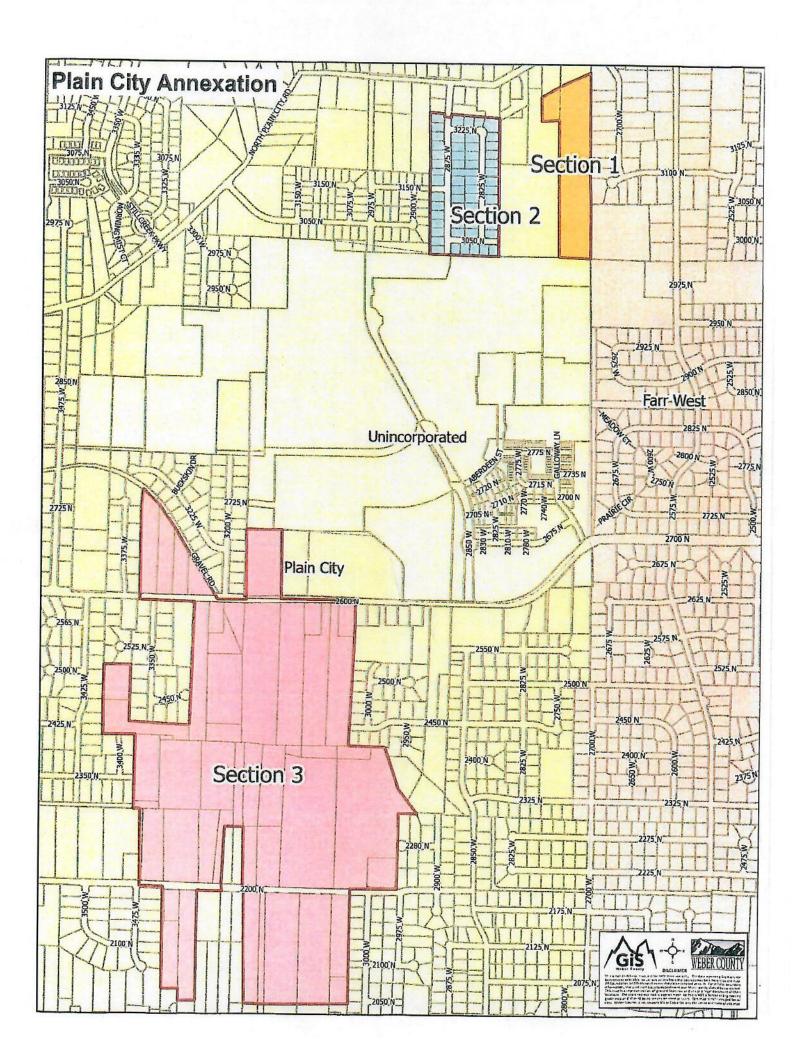
Join Zoom Meeting https://us02web.zoom.us/j/84530294542 Meeting ID: 845 3029 4542





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INTERLOCAL COOPERATION AGREEMENT

by and among

(CITY)

and

WEBER COUNTY

Relating to the delivery of municipal solid waste to the Weber County Transfer Station

INTERLOCAL COOPERATION AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT between (CITY), which is a municipality and political subdivision of the State of Utah ("City"), and WEBER COUNTY, a political subdivision of the State of Utah ("County").

RECITALS

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, found in Utah Code Title 11, Chapter 13, public agencies are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, the Solid Waste Management Act, found in Utah Code Title 19, Chapter 6, Part 5, specifically authorizes public entities to supervise and regulate the collection, transportation, and disposition of solid waste generated within their jurisdiction, and to require municipal residential waste generated within their jurisdiction to be disposed of at a solid waste management facility owned or operated by a public entity; and

WHEREAS, the County owns and operates a transfer station ("Transfer Station") where solid waste is collected, processed, and then shipped to appropriate disposal sites; and

WHEREAS, the County has invested a significant amount of money in facilities and equipment to provide solid waste disposal services to county residents; and

WHEREAS, as a public benefit, the County accepts waste transported to the Transfer Station by individual county residents; and

WHEREAS, the County also provides or participates in various additional expanded services, including household hazardous waste collection, green waste recycling and

compost/wood product sales, electronics recycling, tire recycling, chlorofluorocarbon (Freon) recovery, and community education; and

WHEREAS, the services provided by the County constitute a direct benefit to the public good by providing an appropriate disposal facility for waste, thereby reducing the unlawful or inappropriate disposal of waste materials and allowing for some of them to be re-used; and

WHEREAS, the long-term committed delivery of municipal residential curb-side collected waste to the Transfer Station is critical to the funding and amortizing of the Transfer Station and its operational expenses, including expanded services; to the ability of the County to provide solid waste services to the general public in an efficient, cost-effective manner; and to the County's ability to obtain better long-term agreements for the transportation and disposal of the waste, thereby providing a lower long-term cost to the residents of the City and other parts of Weber County;

NOW, THEREFORE, the Parties mutually agree, pursuant to the terms and provisions of the Interlocal Cooperation Act, as follows:

Section 1. Purpose.

This Agreement has been established and entered into for the purpose of facilitating the efficient operation of solid waste services provided by the Parties.

Section 2. Effective Date: Duration.

- a. This Agreement shall become effective upon the completion of all of the following actions:
 - The Agreement is reviewed as to proper form and compliance with applicable law by the attorney for each Party;

- ii. The Agreement is approved and signed by each Party; and
- iii. The Agreement is filed with the keeper of records of each Party.
- b. The initial term of this Agreement shall be from the effective date through December 31, 2030.
- c. The Agreement shall automatically renew for additional terms of five years each, unless terminated earlier as provided in this Agreement, for a maximum of 20 years (December 31, 2045). Either Party shall have the option to terminate this Agreement at any time, by providing written notice of termination to the other Party at least two years before the date the termination will take effect.
- d. This Agreement may also be terminated at any time by mutual written agreement of the Parties.

Section 3. Waste Disposal.

In accordance with the purpose stated above, the Parties agree to the following:

a. The City agrees to deliver, or cause to be delivered, exclusively to the County's Transfer Station, all of the household waste placed in curb-side containers by the City's residents and picked up by the City or by the company that the City contracts with to collect and dispose of curb-side residential waste. The County agrees to accept such waste, subject to the fee schedules, rules, regulations, and procedures adopted by the County. Other types of waste that are not household waste collected by the City or under a contract with the City, such as curb-side recycling and commercial waste, may be brought to the Transfer Station but are not governed by this agreement.

- The County agrees to own and operate the Transfer Station throughout the term of this Agreement.
- c. The City shall elect one of the following billing and payment options:
 - The County will bill the City for the tipping fees for curb-side waste generated by the City's residents, and the City agrees to pay each bill within 30 days of receipt.
 - ii. Or, the County will directly charge the haulers of curb-side waste generated by the City's residents. The City shall ensure that the haulers timely pay all appropriate fees.

Section 4. Additional Provisions Required by the Interlocal Cooperation Act.

- a. This Agreement and the actions contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each Party to this Agreement shall pay for its own obligations arising under this Agreement.
- b. Each Party shall maintain separate ownership and control over its own real and personal property. Therefore, there will be no need for joint disposal of property upon the termination of the Agreement.
- c. Since this Agreement does not establish an interlocal entity, the Parties agree that the County's Community Development Director, or the Community Development Director's successor or designee, shall act as the administrator responsible for the administration of this Agreement.

- d. Since this Agreement relates to the use of the County's Transfer Station, voting shall be weighted in favor of the County, with the County's vote outweighing the City's vote on any vote required by this Agreement.
- e. A copy of this Agreement shall be placed on file in the office of the official keeper of records of each Party.

Section 5. Indemnification.

Each of the Parties is a political subdivision of the State of Utah and claims the privileges, protections, and immunities of the Governmental Immunity Act of Utah. Each of the Parties agrees to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of the indemnifying Party's negligent or intentional errors or omissions in connection with this Agreement.

Section 6. Publication of Notice of Agreement.

Immediately after execution of this Agreement by both Parties, each Party shall cause notice of this Agreement to be published pursuant to Utah Code Section 11-13-219.

Section 7. Notices and Contacts.

Any notice required or permitted to be given under this Agreement shall be deemed sufficient if given by a written communication and shall be deemed to have been received upon personal delivery, actual receipt, or three days after such notice is deposited in the United States Mail, postage prepaid, and certified, and addressed to the Parties as set forth below:

For the County:

Community Development Director Weber County 2380 Washington Blvd., Ste. 250 Ogden, UT 84401 For the City: (fill in information)

Section 8. Miscellaneous Provisions.

- a. <u>Integration</u>. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining to this subject.
- b. <u>Waiver</u>. No failure by any Party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy based upon a breach thereof shall constitute a waiver of any such breach or of a breach of any other provision.
- c. <u>Rights and Remedies</u>. Any party in breach of this Agreement shall be liable for all damages arising out of such breach, to the fullest extent permitted by applicable law.
- d. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, then the remaining provisions of the Agreement shall remain in full force and effect, unless the invalidation of the provision materially alters the Agreement by interfering with the purpose of the Agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties. To the extent

Interlocal Agreement—Municipal Solid Waste Disposal Weber County and (CITY)

permitted by applicable law, the Parties hereby waive any provision of law which

would render any of the terms of this Agreement unenforceable.

e. <u>Litigation</u>. If any action, suit, or proceeding is brought by a Party with respect to

this Agreement, each Party shall bear its own costs, including attorneys' fees.

f. Recitals. The Recitals, as set forth above, are incorporated into this Agreement.

g. Counterparts. This Agreement may be executed in two or more counterparts,

each of which shall be deemed an original, and all of which together shall

constitute one and the same instrument.

h. Amendments. This Agreement may not be amended except by an instrument in

writing, approved and executed in compliance with the requirements of the

Interlocal Cooperation Act.

i. No Third Party Beneficiaries. The Parties do not confer any rights or remedies

upon any person other than the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties have signed and executed this Agreement on the dates

listed below:

(CITY)			
By:		DATED:	
By.	(Name) (Title)		ALAMANA, COLORO CONTROLO CONTR
Approved:	Attorney		

8

WEBER COUNTY

By:		DATED:	
	Gage Froerer County Commission Chair	-	
Attest:		DATED:	
	Ricky Hatch, CPA Weber County Clerk/Auditor		
Approved:			
	Deputy County Attorney		

SERVICES AGREEMENT – DISPOSAL MIXED SOLID WASTE (MSW

OGDEN TRANSFER STATION 3027 Midland Drive, Ogden, Utah Telephone: (801) 924-8509

Business or City Name, (Customer):
Contact Name:
Customer Information:
Name:
Address:
City:
State: Zip:
Phone:
Contact Email:
Type of Waste Generated: Mixed Solid Waste (MSW)
1. Purpose of Agreement. Station ('Ogden TS') (The 'Parties') enter into this Agreement to establish terms for disposal, customer's Non-Contaminated and Non Hazardous material at Ogden Transfer Station, located at 3027 Midland Drive, Ogden, Utah. This Agreement provides general terms for all shipments of Customer's material to OTS. 2. Term and Notices. Unless sooner terminated in accordance with the terms.
2. Term and Notices. Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement (the "Initial Term") shall commence as of the Effective Date and shall remain in effect until This Agreement shall automatically renew for a period of year (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless either Party provides written notice to the other Party at least ninety days before the expiration of the then-applicable Term that it does not desire to extend the Term.
3. Customer's Responsibilities.
A. Acceptable Waste. Customer shall tender only Acceptable Wastes to Ogden TS for transport or disposal. "Acceptable Waste" means material which is Non-Hazardous and which is not precluded from disposal at the Landfill by other law, regulation or governmental restriction.
B. Fees. For services provided under this Agreement, Customer shall:
1) Pay \$per ton delivered for MSW to the Ogden TS (3027 Midland Drive, Ogden UT). Rate includes applicable taxes and fees.

- 8. Cost or Attorney Fees. If either Party finds it necessary to retain an attorney to interpret or enforce this Agreement as a result of any default or breach of this Agreement, the prevailing party shall be entitled to recover, in addition to all other relief, all attorney fees, costs and expenses incurred by the prevailing party in connection with such default or breach.
- 9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- 10. Entire Agreement. This Agreement and any related signed Profile or NHWM forms constitutes the entire agreement between Customer and WRLF relating to the transport or disposal of IW and supersedes any and all prior agreements, whether written or oral, that may exist between Customer and WRLF. This Agreement shall control in the event of conflict with terms, which may be contained in Certification or Bill of Lading forms signed by WRLF or Customer prior to or subsequent to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

COSTONIER:	
Signature:	
Name:	
Title:	
Ogden Transfe	· Station, LLC
Signature:	
Name:	
Title:	

CHETOMET.

WINEGAR TRUST
WESTERN BASIN LAND AND LIVESTOCK
David Pitcher/Ophir Mountain LLC
Approximately 2500 N 5100 W
Parcel No(s): 19-031-0006, 19-034-0005,
19-034-0006, 19-034-0008, 19-027-0024,
19-027-0026 and 19-034-0002

ORDINANCE

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY RESIDENTIAL PROPERTY FROM AN RE-18.5 ZONE TO A RESIDENTIAL OVERLAY WITH PUBLIC AMENITIES IN THE CURRENT 18.5 ZONE. THIS PROPERTY IS LOCATED APPROXIMATELY 2500 N 5100 W.

Upon consideration of the petition to rezone the hereinafter described real property and the recommendations of the Plain City Planning Commission, and after public hearing on said petition,

THE CITY COUNCIL OF THE CITY OF PLAIN CITY HEREBY ORDAINS:

1. The zoning map of Plain City, Utah, is amended to reclassify the following described property as Residential Overlay with Public Amenities in the current RE-18.5 zone:

190310006

LEGAL DESCRIPTIONS PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 80 RODS WEST AND 229 RODS NORTH OF THE SOUTHEASTCORNER OF SECTION 32; THENCE WEST 80 RODS, THENCE NORTH 15 RODS, THENCE EAST 80 RODS, THENCE SOUTH 15 RODS TO BEGINNING.

190340005

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH,RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNINGAT A POINT 1054 FEET SOUTH OF THE NORTHWEST CORNER OF SAIDQUARTER SECTION, THENCE EAST 80 RODS, THENCE SOUTH 266 FEET,THENCE EAST 80 RODS, THENCE SOUTH 15 RODS, THENCE WEST 80RODS, THENCE SOUTH 165 FEET, THENCE WEST 693.60 FEET; THENCENORTH 1D05'38" EAST 51.73 FEET; THENCE SOUTH 89D51'52" WEST594.03 FEET; THENCE SOUTH 50.32 FEET; THENCE WEST 33 FEET;THENCE NORTH 678.5 FEET TO BEGINNING.

190340006

PART OF THE WEST 1/2 OF THE NORTHWEST QUARTER OF SECTION 32,TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 658 FEET SOUTH OF THE NORTHWESTCORNER OF SAID QUARTER SECTION, AND RUNNING THENCE SOUTH 396FEET, THENCE EAST 80 RODS, THENCE NORTH 396 FEET, THENCEWEST 80 RODS TO THE PLACE OF BEGINNING. CONTAINING 12 ACRES.

190340008

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:BEGINNING AT A POINT 80 RODS SOUTH 89D58'29" EAST ALONG THESECTION LINE FROM THE NORTHWEST CORNER OF SAID NORTHWESTQUARTER OF SECTION 32, RUNNING THENCE SOUTH OD37'42" WEST658.00 FEET, THENCE NORTH 89D58'29" WEST 80 RODS TO THESECTION LINE, THENCE NORTH OD37'42" EAST 380.32 FEET, ALONGSAID SECTION LINE, THENCE SOUTH 89D22'18" EAST 300 FEET, THENCE NORTH OD37'42" EAST 150 FEET, THENCE SOUTH 89D22'18"EAST 112.01 FEET, THENCE NORTH OD37'42" EAST 137.09 FEET TOTHE SECTION LINE, THENCE SOUTH 89D58'29" EAST 908.00 FEETALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

190270024

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH,RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNINGAT A POINT 80 RODS SOUTH 89D58'29" EAST ALONG THE SECTIONLINE FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OFSECTION 29, RUNNING THENCE NORTH OD49'22" EAST 659.85 FEET, THENCE NORTH 89D58'29" WEST 908.00 FEET, THENCE SOUTHOD49'22" WEST 659.85 FEET TO SAID SECTION LINE, THENCE SOUTH89D58'29" EAST 908.00 FEET ALONG SAID SECTION LINE TO THEPOINT OF BEGINNING.

190270026

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U S SURVEY: BEGINNING AT APOINT 659.85 FEET NORTH OD49'22" EAST ALONG THE SECTION LINEFROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OFSECTION 29; RUNNING THENCE SOUTH 89D58'29" EAST 1320 FEET; THENCE NORTH OD49'22" EAST 51.31 FEET; THENCE NORTH 88D38'33"WEST 1319.93 FEET, ALONG AN EXISTING FENCE LINE; THENCESOUTH OD49'22" WEST 82 FEET, ALONG THE SECTION LINE TO THEPOINT OF BEGINNING. Total Area to be rezoned is 80.56 acres.

19-034-0002

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH,RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING AT A POINT 13.75 RODS WEST OF THE NORTHEAST CORNEROF THE NORTHWEST QUARTER OF SECTION 32; RUNNING THENCE WEST 66RODS, MORE OR LESS, TO THE NORTHWEST CORNER OF THE NORTHEASTQUARTER OF SAID QUARTER SECTION, THENCE SOUTH 80 RODS, THENCEEAST 80 RODS TO EAST LINE OF SAID QUARTER SECTION, THENCENORTH 18 RODS, THENCE WEST 13.75 RODS, THENCE NORTH 62 RODSTO THE PLACE OF BEGINNING. CONTAINING 34.67 ACRES.

Passed and ordered posted this	day of	, 2025.	
	Mayo	or Jon Beesley	
ATTEST:			
City Recorder			

2. This ordinance shall become effective immediately upon its passage and adoption.

Re: Planning Packet 11.13.25

From Tammy Folkman <tammyf@plaincityutah.gov>
Date Fri 11/14/2025 9:11 AM
To Diane Hirschi <dianeh@plaincityutah.gov>

This was the motion

Motion to recommend approval for residential overlay with public amenities zoned RE-18.5. For winger trust and western basin(he said the address here) with maximum of 151 lots minimum frontage 90 feet found in site development standards 10-5A-4. 17.19 acres of green space turned over to the city in phase one and no more than one row of houses on the south end of parcel 19-034-0002 and rest of parcel 19-034-0002 not to be included in the overlay.

Motion- Josh second- rob Motion carried Josh, Rob, Jarod No one else was there. If you want to listen it starts about 49.17 Sent from my iPhone

Zon	ing Overlay App	Application #
Circle One: Mixed Use Overlay		Residential Overlay with Public
Amenities		
Location of Property Approx 2500	N 5100 W	
19-034-000	2	3-0006, 19-03-0008, 19-027-0026, 19-027-0
Request from Zone KE-LV.	to Zone	
FEE: \$500.00 Date paid _/	0-30-35 Rec	ceipt # <u>0038634</u>
*Property Owner_Winegar Trust &	Western Basin La	nd and Live Stock
Phone Fax	Em	ail
Mailing Address 71 E 2600 N #A N 5238 W 2150 N F	lorth Ogden UT Plain City, UT	Zip 84414 84404
Developer/Agent David Pitcher / Op		
Phone 661-865-2945 Fax _	Em	ail clearcreekdevelopment@yahoo.com
Mailing Address 4474 N Heather N	fleadows Dr.	Zip_ 84050
LEGAL DESCRIPTION: Please A TOTAL AREA – Acres or Square F		
	al Plan classification	n and zoning classification
2. For what reason(s) do you sugge	est the change? The Plan and Zoning. Is	ication and zoning classification applicant is responsible for justifying the ssues to be evaluated will include, but are ain City's General Plan

Attach a list of all adjacent properties within 500 feet. (Parcel #, name, mailing address)

-public facilities (water, sewer, storm water, parks, schools, etc.)
-the type of use requested and reasons why this use should be on this site

3. What is the estimated development schedule?

Application	Ħ	

AFFIDAVIT

PROPERTY OWNER

STATE OF UTA	n /	
) ss	
COUNTY OF W	EBER) By An	ny Roskell By
and the informati the best of my (o the process for w	PASM OWA LIVE property identified in ion provided in the a ur) knowledge. I also	being duly sworn, depose and say that I (we) am (are) the the attached application and that the statements herein contained attached plans and other exhibits are in all respects true and correct to so acknowledge that I have received written instructions regarding and the Plain City Planning staff have indicated they are available to
Subscribed and s	worn to me this	Property Owner) Py: Chu Roberty Owner) Property Owner) day of May 20 25.
STACY/		(Notary)
Notary State O State O My Commission Ex	fUtah	Residing in Weber County, Utah My commission expires:
739		My commission expires:
AGENT AUTH	ORIZATION	
I (we),		, the owner(s) of the real property described in the
(us) regarding the legislative body	ion, do authorize as e attached applicatio in the City consideri attached application	on and to appear on my (our) behalf before any administrative or ng this application and to act in all respects as our agent in matters
		(Property Owner)
	(Agent)	
		(Property Owner)
		, 20, personally appeared before me, the signer(s) of the above agent authorization who duly
acknowledged to	me that they execut	ed the same.
	_	(Notary) Residing in Weber County, Utah
		My commission expires:

		Application #
 Current proper 	y owner(s) must sign appli	cation (see attached affidavit)
AFFIDAVIT		
	PROPERTY O	VNER
STATE OF UTAH)		
) SS		
COUNTY OF WEBER)	ital OTIPI no	+
and the information provid he best of my (our) knowl	ed in the attached plans and othedge. I also acknowledge that applying and the Plain City Plaplication.	yorn, depose and say that I (we) am (are) the ion and that the statements herein contained er exhibits are in all respects true and correct to have received written instructions regarding nning staff have indicated they are available to Company (Property Owner)
	-	(Property Owner)
	144	0.0
Subscribed and sworn to m	e thisda	y of May 20 8
STACY A	100000000000000000000000000000000000000	Xthur Adams
Notary Po State Of	Itah	(Notary)
My Commission Exp		Residing in Weber County, Utah
13314	My commission	expires: 9.10.20%
AGENT AUTHORIZAT	ION	
(we),	the ow	ner(s) of the real property described in the
attached application, do au	thorize as my (our) agent(s)	to represent me
		y (our) behalf before any administrative or
egislative body in the City pertaining to the attached a		d to act in all respects as our agent in matters
		(Property Owner)
		(Froperty Owner)
(Agent)		
	Communication .	(Property Owner)
Dated thisday of	ıf	20, personally appeared before me e above agent authorization who duly
acknowledged to me that the	the signer(s) of the	above agent authorization who duly
to the that the	of executed the same.	
	MILE STATE OF THE	(Nictows)
		(Notary) Residing in Weber County, Utah
		to and the state of the state o
	My commission	expires:

WINEGAR ACRES

OVERLAY PROPOSAL

- 84.4 Total acres
- 17.19 acres to be dedicated to Plain City
- 67.21 acres to be developed in 3 Phases
- Anticipate construction of Phase one to start late summer 2026.
- 2500 N Street from 4500 W to 5100 W to be done with the first phase for traffic flow and looping of utilities (phasing will be based on best practices and designed to comply with all city, and state ordinances).
- Anticipate 151 total lots (approx. 65 lots in Phase One, 47 lots in Phase Two, and 39 in Phase Three)
- 17.19 acres of park/open space to be dedicated to city proportionate to acreage in each phase.
- It is understood that upon any approval of a Conditional Application and Site Plan, the Development Agreement, and Final Plat will still need approval by the City Planning Commission and City Council, per Plain City Code 10-20-7 and 10-20-8.

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CHAPTER 20

RESIDENTIAL OVERLAY ZONE WITH PUBLIC AMENITIES

SECTION:

10-20-1: Purpose And Intent

10-20-2: Use Regulations

10-20-3: General Regulations

10-20-4: Submission Of Conditional Rezone Application

10-20-5: Technical Review Committee, Planning Commission And City Council Consideration

10-20-6: Technical Review Committee

10-20-7: Planning Commission Action

10-20-8: City Council Action

10-20-1: PURPOSE AND INTENT:

The Residential Overlay Zone with Public Amenities is established to provide for and encourage better planned and more desirable residential developments that provide various lot sizes and public amenities, including the preservation of open space and the development of parks, trails, and other open space.

- A. It is expressly provided that the Residential Overlay Zone with Public Amenities is not intended to be utilized for all residential development within the City. The Residential Overlay Zone with Public Amenities shall only be permitted for property approved by the City Council.
- B. It is established to promote development of pathways (multi-purpose routes accessible to pedestrians, bicyclists and equestrians) and as such, will solely be considered for areas comprising or adjacent to existing or proposed pathway corridors, set forth in the Plain City Parks, Trails, and Open Space Master Plan. (Ord. 2019-04. 1-17-2019, eff. 1-17-2019; amd. Ord. 2019-12, 11-21-2019; Ord. 2021-09, 6-3-2021)

10-20-2: USE REGULATIONS:

- A. Zones Allowed: Residential uses in the Medium Density Residential (MDR) 1, 2, and 3 areas as indicated on the Future Land Use Map of the General Plan (including only properties that have already been rezoned as RE-18.5, RE-15 and R-1-11) after the review and recommendation by the Planning Commission and review and approval by the City Council.
- B. Permitted Housing Types: If the Residential Overlay Zone with Public Amenities is approved: single-family, detached dwelling units may be permitted in MDR 1 and 2 (RE-18.5 and RE-15); single-family, detached dwelling units and two-family, attached (duplex) dwelling units may be permitted in MDR 3 (R-1-11); after the review and recommendation by the Planning Commission and review and approval by the City Council.
- 1. Lots utilized for the construction of two-family, attached (duplex) dwelling units shall not exceed ten percent (10%) of the total lots in the subdivision.
- 2. Two-family, attached (duplex) dwelling units shall be constructed on a minimum lot area of one-half (1/2) acre (21,780 square feet). (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2019-12, 11-21-2019; Ord. 2021-09, 6-3-2021)

10-20-3: GENERAL REGULATIONS:

Residential subdivisions with public amenities may be granted the exceptions described herein to site development standards within each zone when the applicant has demonstrated that the subdivision meets the following standards:

- A. The subdivision provides an exceptional amenity or amenities (deemed acceptable by the Planning Commission and City Council) that are made available to the public or provides developed open space comprised of thirty three percent (33%) of the proposed development (1:2 ratio of developed open space to housing). Any developed open space shall be dedicated to the City, subject to approval by the City Council, and made available for public use and shall include a park and/or trails that have been identified in the General Plan or other parks and/or trails requested specifically by the Planning Commission or City Council in consultation with the City Parks and Recreation Department. Formations that provide State mandated stormwater detention or retention do not qualify as developed open space unless occupying more than five (5) acres and determined by the Planning Commission to be suitable for multiple uses. In cases of approved multi-use stormwater detention or retention basins, the developer shall (at City's discretion) provide restrooms and parking spaces.
 - B. In cases of approved multi-use stormwater detention or retention basins:
 - 1. Seventy-five percent (75%) of the approved basin area shall qualify as developed open space.
 - 2. The developer shall (at City's discretion) provide restrooms and parking.
- C. The subdivision does not exceed a gross maximum density in the Medium Density Residential (MDR) areas indicated on the Future Land Use Map of the General Plan of:
 - 1. Three (3) units per acre in MDR 1;
 - 2. Four (4) units per acre in MDR 2; and
 - 3. Five (5) units per acre in MDR 3.

Gross maximum density is calculated by taking the number of proposed residential lots and dividing by the total acreage of the development (including roads).

- D. The subdivision meets the following overall minimum development standards:
 - 1. Minimum Lot Area: Seven thousand (7,000) square feet.
 - Minimum Yard Setbacks:
 - a. Front: Twenty-five feet (25').
 - b. Side: Total of eighteen feet (18'), minimum eight feet (8') on one side.
 - c. Street Side On Corner Lot: Twenty-five feet (25').
 - d. Rear: Twenty feet (20').
 - 3. Building Height:
 - a. Minimum: One story.
 - b. Maximum: Twenty-eight feet (28') not more than two (2) stories.
- 4. Minimum Frontage: Sixty-five feet (65') for single-family dwelling units and one hundred forty feet (140') for duplexes.
- E. Separate single-family dwellings and multi-family dwelling units in a Residential Overlay Zone shall comply with the following standard:
- 1. Garage Doors: Where a garage 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. All garage doors shall not exceed twelve feet (12') in height. (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2019-12, 11-21-2019; Ord. 2021-09, 6-3-2021)

10-20-4: SUBMISSION OF CONDITIONAL REZONE APPLICATION:

A. Required: A conditional rezone application for a Residential Overlay Zone with Public Amenities shall be submitted to the Technical Review Committee. A concept plan including the following items shall be submitted with the application for the conditional rezone:

- 1. Proposed layout including streets, lots, and setbacks;
- 2. Development density, coverage, and open space characteristics including landscaping, fencing, screening, and parking;
- 3. Proposed location(s) for mailbox(es) in accordance with USPS requirements, shown on the proposed layout;
- 4. A description of architectural elevations and floor plans demonstrating the general design, character, and exterior building materials of the proposed structures. (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2019-12, 11-21-2019; Ord. 2021-09, 6-3-2021)

10-20-5: TECHNICAL REVIEW COMMITTEE, PLANNING COMMISSION AND CITY COUNCIL CONSIDERATION:

In considering the proposed Residential Overlay Zone, the Technical Review Committee, Planning Commission and City Council 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. Open Space: The proposed open space as a means of its integration into the City and the neighborhood.
- 1. All attendant open space, privately or otherwise owned, shall be publicly accessible and contained within the perimeter of the development.
- 2. Formations that provide State mandated stormwater detention or retention do not qualify as developed open space unless occupying more than five (5) acres and determined by the Planning Commission to be suitable for multiple uses. In cases of approved multi-use stormwater detention or retention basins, the developer shall (at City's discretion) provide restrooms and parking spaces.
- D. Density: The residential density of the proposed development and its distribution as compared with the residential density of the surrounding lands.
- E. Property Discrepancies: Conflicts associated with property characteristics and/or ownership, such as, but not limited to recorded property line inconsistencies, ambiguous or contested ownership, etc. (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2021-09, 6-3-2021)

10-20-6: TECHNICAL REVIEW COMMITTEE:

The Technical Review Committee shall review the conditional rezone application to be sure the proposed rezone meets certain minimum requirements and that the proposed project is in harmony with the intent of the City's General Plan. Prior to the conditional rezone application going before the Planning Commission, the Technical Review Committee must document that the minimum requirements of the application have been met. (Ord. 2021-09, 6-3-2021)

10-20-7: PLANNING COMMISSION ACTION:

- A. The Planning Commission shall hold a public hearing on the proposed Residential Overlay Zone with Public Amenities.
- B. The Planning Commission, subject to the requirements of this chapter, shall recommend to approve, modify with conditions, or deny the Residential Overlay Zone with Public Amenities. (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2019-12, 11-21-2019; Ord. 2021-09, 6-3-2021)

10-20-8: CITY COUNCIL ACTION:

- A. The City Council may hold a public hearing on the proposed Residential Overlay Zone. The City Council shall approve the conditional rezone application or deny the conditional rezone of the Residential Overlay Zone with Public Amenities. Approval of the conditional rezone application shall include, but shall not be limited to the following conditions:
 - 1. Submission, review and approval of a development agreement between the applicant and the City.

- 2. Submission, review and approval of a site plan.
- 3. Submission, review and approval of a final subdivision plat.

Upon approval of the conditional rezone application, an applicant may proceed with the preparation of a detailed development agreement, Site plan and subdivision application per title 11, chapter 3 of this Code. (Ord. 2019-04, 1-17-2019, eff. 1-17-2019; amd. Ord. 2019-12, 11-21-2019; Ord. 2021-09, 6-3-2021)

This is the rezone When we went From A-Z to PE-19.5

WINEGAR TRUST REZONE David Pitcher/Ophir Mountain LLC Approximately 2500 N 5100 W Parcel No(s): 19-031-0006, 19-034-0005, 19-034-0006, 19-034-0008, 19-027-0024, and 19-027-0026

ORDINANCE # 2025 OF

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY RESIDENTIAL PROPERTY FROM AN A-2 ZONE TO AN RE-18.5 ZONE. THIS PROPERTY IS LOCATED APPROXIMATELY 2500 N 5100 W.

Upon consideration of the petition to rezone the hereinafter described real property and the recommendations of the Plain City Planning Commission, and after public hearing on said petition,

THE CITY COUNCIL OF THE CITY OF PLAIN CITY HEREBY ORDAINS:

 The zoning map of Plain City, Utah, is amended to reclassify the following described property as RE-18.5:

190310006

LEGAL DESCRIPTIONS PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:BEGINNING 80 RODS WEST AND 229 RODS NORTH OF THE SOUTHEASTCORNER OF SECTION 32; THENCE WEST 80 RODS, THENCE NORTH 15 RODS, THENCE EAST 80 RODS, THENCE SOUTH 15 RODS TO BEGINNING.

190340005

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH,RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNINGAT A POINT 1054 FEET SOUTH OF THE NORTHWEST CORNER OF SAIDQUARTER SECTION, THENCE EAST 80 RODS, THENCE SOUTH 266 FEET, THENCE EAST 80 RODS, THENCE SOUTH 15 RODS, THENCE WEST 80RODS, THENCE SOUTH 165 FEET, THENCE WEST 693.60 FEET; THENCENORTH ID05'38" EAST 51.73 FEET; THENCE SOUTH 89D51'52" WEST594.03 FEET; THENCE SOUTH 50.32 FEET; THENCE WEST 33 FEET; THENCE NORTH 678.5 FEET TO BEGINNING.

190340006

PART OF THE WEST 1/2 OF THE NORTHWEST QUARTER OF SECTION 32.TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S.SURVEY: BEGINNING AT A POINT 658 FEET SOUTH OF THE NORTHWESTCORNER OF SAID QUARTER SECTION, AND RUNNING THENCE SOUTH 396FEET, THENCE EAST 80 RODS, THENCE NORTH 396 FEET, THENCEWEST 80 RODS TO THE PLACE OF BEGINNING. CONTAINING 12 ACRES.

190340008

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:BEGINNING AT A POINT 80 RODS SOUTH 89D58'29" EAST ALONG THESECTION LINE FROM THE NORTHWEST CORNER OF SAID NORTHWESTQUARTER OF SECTION 32, RUNNING THENCE SOUTH OD37'42" WEST658.00 FEET, THENCE NORTH 89D58'29" WEST 80 RODS TO THESECTION LINE, THENCE NORTH OD37'42" EAST 380.32 FEET, ALONGSAID SECTION LINE, THENCE SOUTH 89D22'18" EAST 300 FEET, THENCE NORTH OD37'42" EAST 150 FEET, THENCE SOUTH 89D22'18"EAST 112.01 FEET, THENCE NORTH OD37'42" EAST 137.09 FEET TOTHE SECTION LINE, THENCE SOUTH 89D58'29" EAST 908.00 FEETALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

190270024

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH,RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNINGAT A POINT 80 RODS SOUTH 89D58'29" EAST ALONG THE SECTIONLINE FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OFSECTION 29, RUNNING THENCE NORTH

OD49'22" EAST 659.85 FEET, THENCE NORTH 89D58'29" WEST 908.00 FEET, THENCE SOUTHOD49'22" WEST 659.85 FEET TO SAID SECTION LINE, THENCE SOUTH89D58'29" EAST 908.00 FEET ALONG SAID SECTION LINE TO THEPOINT OF BEGINNING.

190270026

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH,RANGE 2 WEST, SALT LAKE MERIDIAN, U S SURVEY: BEGINNING AT APOINT 659.85 FEET NORTH OD49'22" EAST ALONG THE SECTION LINEFROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OFSECTION 29; RUNNING THENCE SOUTH 89D58'29" EAST 1320 FEET; THENCE NORTH OD49'22" EAST 51.31 FEET; THENCE NORTH 88D38'33"WEST 1319.93 FEET, ALONG AN EXISTING FENCE LINE; THENCESOUTH OD49'22" WEST 82 FEET, ALONG THE SECTION LINE TO THEPOINT OF BEGINNING. Total Area to be rezoned is 80.56 acres.

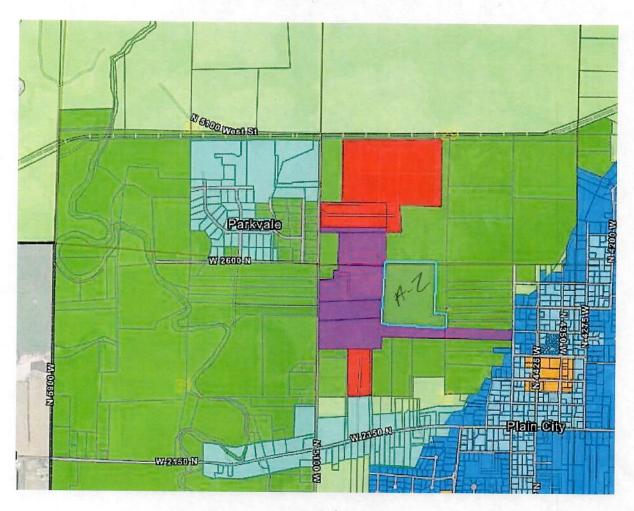
Mayor Jon Beesley

2. This ordinance shall become effective immediately upon its passage and adoption.

Passed and ordered posted this 3 day of April , 2025

ATTEST:

Currentzoning map.



purple is RE18.5

NW. 1/4 34 SECTION 32, T.7N., R.2W., S.L.B. & M. IN PLAIN CITY SCALE 1" = 200' TAXING UNIT: 434 SEE PAGE 27 S 89'58'28" E 908.00 1089 226.875 MARRIOTT PROPERTY MANAGEMENT, LLC 190340007 112.06° WESTERN BASIN LAND & LIVESTOCK LLC 190340001 5.33 AC.± WENDELL T WINEGAR MARITAL QTIP TRUST 190340008 17.65 AC.± WESTERN BASIN LAND & LIVESTOCK LLC N 89"58"29" W 190340002 34.67 AC.± WENDELL T WINEGAR MARITAL QTIP TRUST 190340006 12 AC.± Still A-Z 226.875 1320 SEE PAGE 29-1 31 PAGE WENDELL T WINEGAR 1320' MARITAL QTIP TRUST 190340005 27.66 AC.± SEE 430.73 671.60 JOSHUA A REEVERS & WF JENNIFER A 190340010 2.05 AC.± 10.00 INSON FAMILY LIVING TRUST 190340014 11.23 AC± R & K PROPERTIES LC 190340003 8.71 AC.± 1 WESTERN BASIN LAND & LIVESTOCK LLC PENNY B BARNES REVOCABLE TRUST 190340013 11.30 AC± SEE 190330065 190340004 11.68 AC.± SEE 190330100 *FOR TAX PURPOSES ONLY* SEE PAGE 33 19 JPS 1-95