

PLAIN CITY CORPORATION

**CONDITIONAL USE PERMIT APPLICATION**

APPLICANT'S NAME Properties for Hope, LLC DATE SUBMITTED 11/5/25 Amended 2/4/26

ADDRESS 1366 N 1250 E Lehi STATE UT ZIP 84043

PHONE NO 8608369743 EMAIL brian@propertiesforhope.com

ADDRESS OF SITE BEING CONSIDERED: 2131 N 4650 W Plain City; 2183 N 4650 W Plain City

190330048, 190330005, 190330004,

TAX ID NUMBER OF PARCELS BEING CONSIDERED: 190330040, 190330052

FEE: \$200.00 Date Paid Paid Receipt No. \_\_\_\_\_

Application is hereby made to the Planning Commission requesting that the following land use Residential Senior Housing be approved as a "Conditional Use" on 3.56 acres in zone SHO 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.

See attached Land Use document and Exhibit B of Development Agreement

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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 or facility which will contribute to the general well-being of the neighborhood or community?

See attached Land Use document

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

See attached Land Use document

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**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.**

Current Land Use: Currently, the parcels listed in Table 1 below are zoned RE-15 and RE-20. 2131 N and 2149 N have a single family home on approximately 0.5 acres with a former horse pasture to the west and north that is approximately 2 acres in size. The home is currently being used as a primary residence + ADU with 2 rental units, one is the primary structure and the other in an ADU above the garage. The field to the west is fenced but has been left fallow and in disuse. The parcel at address 2183 N is an unimproved 1.13 acre lot that is currently being used by the owner to park old trucking equipment from his previous business.

Table 1: Property addresses and parcel numbers that will be purchased, rezoned, and entitled to form Kelly's Cove Subdivision

Address	Parcel numbers
2131 N 4560 W	190330048, 190330005, 190330004
2149 N 4650 W	190330040
2183 N 4560 W	190330052 (western most .95 acre)

Land size: The new subdivision will be composed of 3.56 acres. It includes all of the parcels associated with the 2131 N and 2149 N addresses amounting to 2.5 acres and the western most 0.95 acres of the 190330052 parcel associated with 2183 N..

Proposed Land Use: The new subdivision will have a Senior Housing Overlay (SHO) applied and subdivided into 20 lots, below the maximum density limits of the SHO which allows for 6 units per acre. 8 single and 12 twin homes will be built on the 20 lots. A private drive will be built from 2150 N st and will extend south through what is now parcel 190330052, into the existing field at which point it will create a "T" intersection with a private drive extending east and west within the subdivision. The existing house and driveway on 2131 N 4650 W will remain and new units will be built in place and connected to the new water and sewer lines. Consistent with the SHO, there will be a minimum of 15% greenspace. Water, sewer, storm, and power lines will be buried under the private drive and will connect to public infrastructure running on 2150 N st.

Site Plan and requirements from city code 10-7-5:

- 1. Development density, coverage, and open space characteristics-** See Site Plan (exhibit B of attached Development Agreement)
- 2. Vehicular and pedestrian circulation including trail systems, parking, and public uses.** See Site Plan (exhibit B of attached Development Agreement)



3. **A description of architectural elevations and floor plans demonstrating the general design, character, and exterior building materials of the proposed structures.** All new homes will be main floor centered, slab on grade construction built according to Universal Design principles outlined in 10-7-4 (K). It is anticipated that 12 new homes will be of the twin home variety, sharing a garage wall to afford extra privacy. The other 8 new homes will be single family detached homes. See Exhibit D of attached Development Agreement for demonstrative floorplans. Specific dimensions and details of these are subject to change as we go through platting and final architectural design. However, they are informative as to the general ideas we are proposing. Materials, diversity of design, and construction will follow the guidelines noted in city code 10-7-4(J,K).
4. **Conceptual landscape plan, fencing, and screening.** See Site Plan (exhibit B of Development Agreement)
5. **Conceptual grading and drainage.** See Site Plan (exhibit B of Development Agreement) noting a stormwater retention area in the SW corner of the development. A refined grading and drainage plan will be developed in consultation with city engineers during the preliminary platting stage.
6. **Streets and lots.** See Site Plan (exhibit B of Development Agreement)
7. **Identification signs or entrance features.** A simple street sign is anticipated, consistent with other street signs in Plain City
8. **Street lighting.** The Street Lighting plan is in process of being developed and will be consistent with current accepted standards for this type of development.
9. **A written letter of commitment to the particular design concepts of the project.** This will be provided subsequent to the negotiation process with the planning commission to ensure commitment to the final design concepts.
10. **A draft financial plan for the permanent maintenance of common area facilities:** An HOA will be established upon completion of construction and funded by homeowners to support the permanent maintenance of common area facilities according to the best estimates of those costs at that time. The HOA will be empowered to negotiate and enter into maintenance agreements and pay for those services through annual dues paid for by residents.

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

- *Why is this use at this particular location necessary or desirable to provide a service or facility which will contribute to the general well-being of the neighborhood or community?* This location is currently under-utilized with respect to the surrounding neighborhood. 2 acres of the location is an abandoned pasture that has been left fallow. An additional ½ acre is currently being used to park derelict trucks and mounds of topsoil. The development of this location will bring in well-manicured, new homes that will increase the desirability and diversity of the neighborhood.



- *How will the proposed use promote the general welfare of persons and property in the vicinity?* The proposed Senior Housing subdivision will allow elderly Plain City citizens a supportive neighborhood to associate and commune with each other. It will also provide much needed housing for residents of Plain City to live near elderly family members who otherwise would be forced to either live far away from them or in homes that are not conducive to their stage in life.
- *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?* As mentioned above, the current undeveloped land is surrounded by residential property. The proposed use will make this land more aligned with the surrounding uses. The building design and landscaping will align with the requirements of the Senior Housing Overlay and, as such, will be a meaningful addition to the feel of the neighborhood. A private lane and dedicated overflow parking will be developed to ensure effective access and traffic flow. As the subdivision is relatively small and the intended population makes fewer daily trips than the general population, we do not anticipate that this subdivision will meaningfully impact traffic flow.
- *How does the proposed use conform to the goals, policies, governing principles and projected land use of the General Plan?* This change in zoning addresses concerns and goals outlined in the General Plan. Specifically, the development of this subdivision will
  - Encourage a mix of lot sizes and housing types in residential and commercial zones so that moderate income housing is properly integrated and not concentrated in one development or area. (pg 17)
  - Encourage life-cycle housing that provides different housing options to allow people to live and grow in the same community. (pg 18)
  - Address the following Residential goals in the the General Plan: (pg 6)
    - Create sustainable housing for new residents with access to neighborhood and community services, education, transportation, recreation, and cultural opportunities.
    - New development that maintains and/or enhances community identity while remaining compatible with existing neighborhoods.
    - Provide housing that is well maintained, varied in cost and mixed density and is located in safe, stable and revitalized neighborhoods throughout the City.
  - Serve a population that is lacking in the community. According to the general plan, people 55+ represent less than 10% of the Plain City population. One reason for this may be the lack of senior-focused housing and community opportunities in Plain City. As noted in the general plan, the Senior Housing



Overlay "...Provides the means for housing that is affordable and is designed for seniors, recognizing their unique lifestyles and needs, by allowing higher densities and a mix of uses. (pg 18)

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

THIS AGREEMENT for the development of land (hereinafter referred to as "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, between PLAIN CITY, a municipal corporation of the State of Utah (hereinafter referred to as "city") **and Kelly's Cove and the partnership of Properties for Hope, LLC and Grow Development, LLC** (hereinafter referred to as "Developer"). The City and Developer are 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 **RE-15 and RE-20** to add a SENIOR HOUSING OVERLAY (Residential), of certain properties located at **2131 N 4650 W; 2149 N 4650 W; and the western 0.95 ac of 2183 N 4560 W**, Plain City, UT, and contained by the following **parcel numbers**: 190330048, 190330005, 190330004, 190330040, 190330052 (western most 0.95 acre) (hereinafter the "Subject Property"); and

WHEREAS, the overall Subject Property consists of approximately **3.56 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 **Properties for Hope, LLC and Grow Development, 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 **Properties for Hope, LLC and Grow Development LLC**

1.5 "Developer" shall mean **Properties for Hope, LLC and Grow Development, LLC**. 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 **3.56 acres** described above. The legal description for the property shall be included as Exhibit A

## 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 up to **20 new** residential single-family units, with access on a private road and connections to public roads and rights of way in the locations shown on Exhibit B. Roads shall conform to city standards. The units shall be generally located in the configuration shown on the site plan in Exhibit B.

3.2 The Developer acknowledges that the development of the Maximum units requires the Site Plan and Subdivision application to 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, 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. A Development Plan, including the proposed architectural standards shall be included as Exhibit C.

3.7 Amenities shall be reviewed and approved as part of the site plan application. The proposed amenities shall be included in the Development Plan included as Exhibit C.

3.8 Existing Home. The existing home on 2183 N and 4650 West shall not be required to adhere to the architectural standards or any other requirements in this agreement.

3.9 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.

3.10 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: Grow Development, LLC

1265 Fort Union Blvd Suite #302  
Midvale, UT 84047

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 the 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:

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Phil Meyer, Mayor

**RECEIVED:**  
Pacel

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City Recorder

I (we), \_\_\_\_\_, \_\_\_\_\_ 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.

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**Your name here**

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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Notary Public

Residing in: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
**Property Description**

Parcel 1:

Parcel Tax #: 19-033-0048

PART OF THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 1601.8 FEET NORTH 0°31' EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, AND RUNNING THENCE SOUTH 87°57' EAST 282.6 FEET THENCE NORTH 5°48' EAST ALONG THE CENTER LINE OF STREET 143 FEET, THENCE NORTH 88°16' WEST 230 FEET THENCE NORTH 5°48' EAST 90 FEET THENCE NORTH 88°16' WEST 386.7 FEET THENCE SOUTH 5°59' WEST TO THE SOUTHERLY CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTHEASTERLY ALONG SAID CORPORATE LIMITS LINE TO APOINT NORTH 87°07' WEST AND NORTH 5°07' EAST ALONG THE WESTERLY CORPORATE LIMITS LINE OF PLAIN CITY FROM THE POINT OF BEGINNING, THENCE SOUTH 5°07' WEST ALONG SAID CORPORATE LIMITS LINE TO APOINT NORTH 87°07' WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 87°07' EAST TO BEGINNING. EXCEPTING FROM SAID TRACT OF LAND THAT PORTION THEREOF OWNED AND OCCUPIED BY HORACE A KNIGHT ON THE WEST AND EXCEPT THAT PORTION HERETOFORE CONVEYED TO RULON JENKINS ON THE SOUTH.

Parcel 2:

Parcel Tax #: 19-033-0040

Part of the Northeast Quarter of the Southwest Quarter of Section 32, Township 7 North, Range 2 West, Salt Lake Base and Meridian: Beginning at the Southeast corner of said Southwest Quarter Section; running thence West 1320 feet along the Section line; thence North 1634.5 feet, more or less, to the Northerly line of land conveyed to Bank of Utah by Deed recorded in Book 633, Page 363, Weber County Records; thence South 89°17' East 1137.7 feet; thence North 15°03' West 390 feet, more or less, to the Southerly line of the County Road known as 2150 North Street; running thence South 5°59' West 161.0 feet to the point of beginning; thence South 88°16' East 60.35 feet; thence South 15°03' East 134.69 feet to the Southerly corporate limits of Plain City Town; thence South 82°08' West 120 feet, more or less, along said corporate limits line; thence North 5°59' East 139 feet to the place of beginning.

Parcel 3:

Parcel Tax #: 19-033-0004

A part of the Southwest Quarter of Section 32, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; Beginning at a point West 1320 feet North 1634.5 feet, more or less, to the Northerly line of land defined by Warranty Deed recorded in Book 633, Page 363, and South 89°17' East 1137.7 feet from the Southeast corner of said Quarter Section, and running thence North 15°03' West to the corporate limits line of Plain City; thence Southwesterly along said corporate limits line to a point North 5°59' East and North 89°17' West from the beginning; thence South 5°59' West to a point North 89°17' West from the point of beginning; thence South 89°17' East to the point of beginning.

Parcel 4:

Parcel Tax #: 19-033-0005

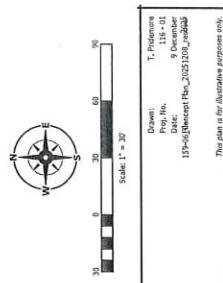
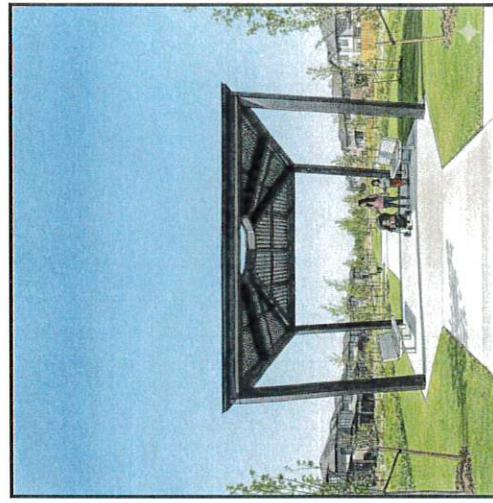
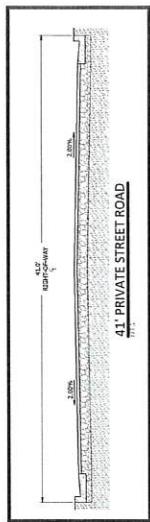
PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 1601.8 FEET NORTH 0°31' EAST AND NORTH 87°07' WEST 329.5 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTH 87°07' EAST TO THE WESTERLY CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTH 5°07' EAST 115 FEET MORE OR LESS THENCE SOUTH 89°33' WEST ALONG SAID CORPORATE LIMITS LINE 194 FEET, THENCE SOUTH 82°08' WEST ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 5°59' EAST FROM THE POINT OF BEGINNING, THENCE SOUTH 5°59' WEST TO POINT OF BEGINNING. EXCEPTING FROM SAID TRACT OF LAND THAT PORTION THEREOF OWNED AND OCCUPIED BY HORACE A KNIGHT ON THE WEST AND EXCEPT THAT PORTION HERETOFORE CONVEYED TO RULON JENKINS ON THE SOUTH.

Parcel 5 (Western most 0.95 ac of the following)

Parcel Tax #: 19-033-0052

PART OF THE SOUTHEAST QUARTER AND A PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT IN THE CENTER OF A STREET WHICH RUNS NORTH 5D48'EAST WHICH POINT IS NORTH 0D31' EAST 1601.8 FEET AND THENCE SOUTH 87D57' EAST 282.6 FEET, AND THENCE NORTH 5D48' EAST 443.9 FEET AND SOUTH 87D07' WEST 223.17 FEET FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION, RUNNING THENCE SOUTH 87D07' WEST 262.32 FEET, THENCE SOUTH 5D59' WEST 171.54 FEET; THENCE SOUTH 88D16' EAST 280 FEET; THENCE NORTH 192.32 FEET, MORE OR LESS, TO POINT OF BEGINNING.

## Exhibit B Site Plan



Drawn: T. Pridmore  
Proj. No.: 116-01  
Date: 13-Nov-14  
Structure: 41'x40' Pav  
Phone: 801.644.7274  
This plan is for advertising purposes only.

## PLAIN CITY SENIOR OVERLAY

CONCEPT - 1  
PLAIN CITY, WEBER COUNTY, UTAH

## EXHIBIT C

### Development Plan

The Kelly's Cove subdivision shall be required to follow and adhere to the Senior Housing Overlay Zone as described in the City Code Section 10-7-1 as of the date of this development agreement. The requirements listed in the overlay shall be followed, including the additional items listed below:

#### **Number of Units**

1. The maximum number of homes to be built in the community is 20. This shall be a combination of Twin Homes and Single Family Units. This is a density of approximately 5.6 units per acre which is within the required 6.0 unit per acre average.

#### **Open Space**

1. The open space requirement is 15.0% for the SHO zone, the community meets the requirement with a proposed open space of 0.82 Acres or 23%+/-

#### **Setbacks**

1. The minimum front yard setback shall be 20 feet. Unenclosed, covered porches may encroach into the front setback up to 5 feet.
2. Side Yard Setbacks, the minimum side yard setback for interior lots shall be 5' with a minimum of 10' between buildings.
3. For corner lots, the minimum side yard setbacks shall be 20' feet on the street side and 5 feet on the other side.
4. The minimum rear yard setback shall be 15 feet. Rear decks and covered patios with spot footings can protrude into the rear setback up to 5 feet.

#### **Architecture**

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.
9. Universal Design: Universal design (also known as "aging in place")
  - a. No step entries.
  - b. 2. One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.
  - c. 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.
  - d. 4. Hallway minimum width of forty two inches (42") to accommodate the use of wheelchairs.
  - e. 5. Room thresholds that are flush.
  - f. 6. Adequate lighting throughout the dwelling unit.
  - g. 7. Provide lever door handles and rocker light switches.
  - h. 8. Provide additional closet rod brackets to allow potential access from a wheelchair.
  - i. 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)

### **Landscaped Common Area and Amenities**

1. The Developer shall landscape and improve all common areas, which shall be owned and maintained by the homeowner association (HOA). A minimum of twenty trees shall be installed within the common areas.
2. The Developer shall complete the landscaping and amenities within the common areas prior to the building permit of the last home is issued by the City.
3. The Developer shall install the following amenities within the landscaped common areas:
  - a. one pavilion with a minimum size of 300 square feet of covered space,
  - b. Two public BBQ's
  - c. Three sitting benches throughout the community along the sidewalks

### **Parking**

1. Each lot shall have a minimum of 4 parking spaces provided with 2 parking spaces in the garage and 2 parking spaces on the driveway.

2. In addition there shall be a minimum of 6 guest parking stalls in the community.
3. Along the areas of the private road where homes only front one side of the road, guests shall be allowed to park on the opposite side of the road from where the homes are.

### **Homeowner Association (HOA)**

1. The Developer warrants and provides assurances that all common areas, common area landscaping, and common area amenities, within the Project shall be maintained by a private HOA. The City shall have no maintenance responsibility in relation to the property owned by the HOA.
2. The HOA shall maintain Property Insurance covering the common areas and all buildings, fixtures, utilities and equipment therein and thereon that are the obligation of the HOA to maintain. Additionally, the HOA shall maintain Comprehensive General Liability Insurance, Director's and Officer's Insurance and Theft and Embezzlement Insurance.
3. A 3<sup>rd</sup> party Reserve Study shall be completed to determine adequate reserve funding. City public works staff shall have the opportunity to review and approve the Reserve Study, such approval to not be unreasonably withheld.
4. Before the HOA can transition away from Declarant control, the HOA reserve account must be funded at the level recommended by the Reserve Study.
5. After the period of Declarant control the HOA shall be managed by a 3<sup>rd</sup> party HOA Management Company, which must:
  - d. Have been in business for a minimum of 5 years with their primary business being community management;
  - e. Be current members of both the local and national chapters of the Community Association Institute (CAI);
  - f. Have a minimum of 5 employees;
  - g. Be staffed with employees having a minimum certification designation of Certified Manager of Community Associations (CMCA);
  - h. Be currently licensed, insured and in good standing with both the State of Utah and West Valley City; and
  - i. Carry a minimum of 1 million dollars insurance for liability and fidelity.
5. The HOA shall be required to enforce the City SHO Zone age requirement of maintaining at least one household member must be Fifty (50) years or older.

### **Community Architectural Review Committee**

1. The Developer shall appoint an Architectural Review Committee ("ARC") to review and approve all homes to be built within the community. Each building permit submittal to West Valley City shall include an ARC approval letter & checklist acknowledging each home meets the requirements as set forth in this Agreement.

## CONDITIONAL USE PROCESSING PROCEDURE

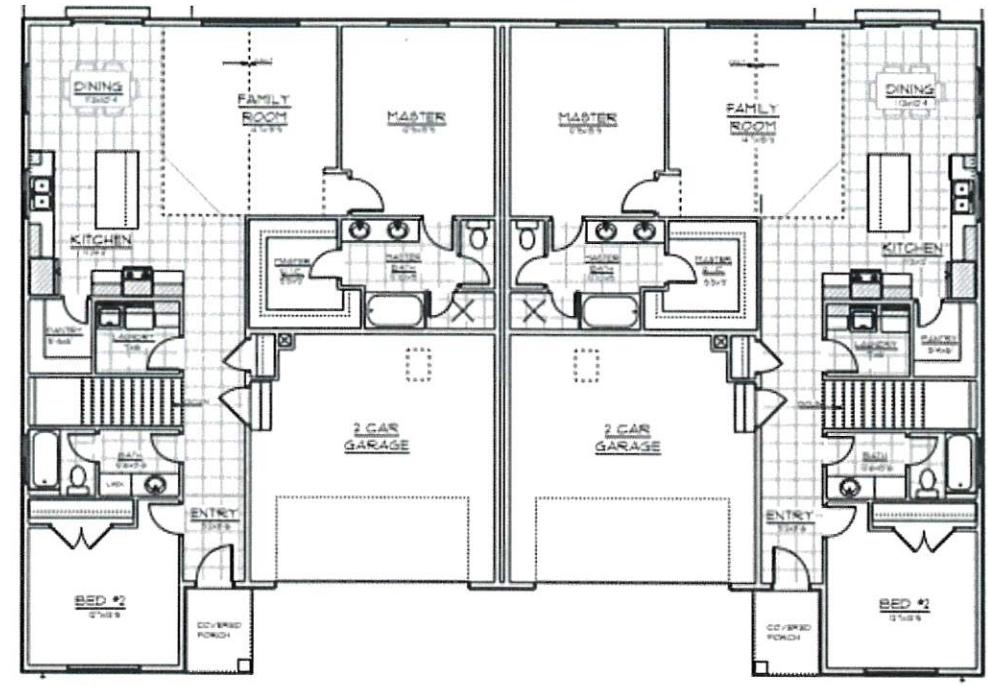
1. The Plain City Zoning Ordinance provides that certain uses, which may be harmonious under special conditions and in specific locations, but improper under general conditions and in other locations are classified as conditional uses and require conditional use permits.
2. A conditional use permit can be issued only when regulations of the district or at a specific location are allowed with a "C" or a conditional provision by the Plain City Zoning Ordinance. The applicant should make this determination before filing the application.
3. The application should then be filed with the City Office. Arrangements should be made at that time to have the application review placed on the Planning Commission agenda. Regular Commission meetings are held on the second and fourth Thursday of each month at 7:00 p.m. in the City Hall. To insure review, applications must be submitted at least seven (7) days prior to the Planning Commission meeting.
4. The applicant or an authorized agent is requested to be at the Planning Commission meeting. In addition to the information furnished in the application, additional verbal and written material may be submitted at that time.
5. The Planning Commission will act on the application within 30 days. The Planning Commission may attach such conditions as deemed necessary to secure compliance with city planning and zoning purposes. Upon approval of the conditional use permit application, the applicant may apply for the building permit or license as needed. Approval by the Planning Commission does not circumvent meeting code and ordinance requirements applied by the Building Inspector.

## Exhibit D

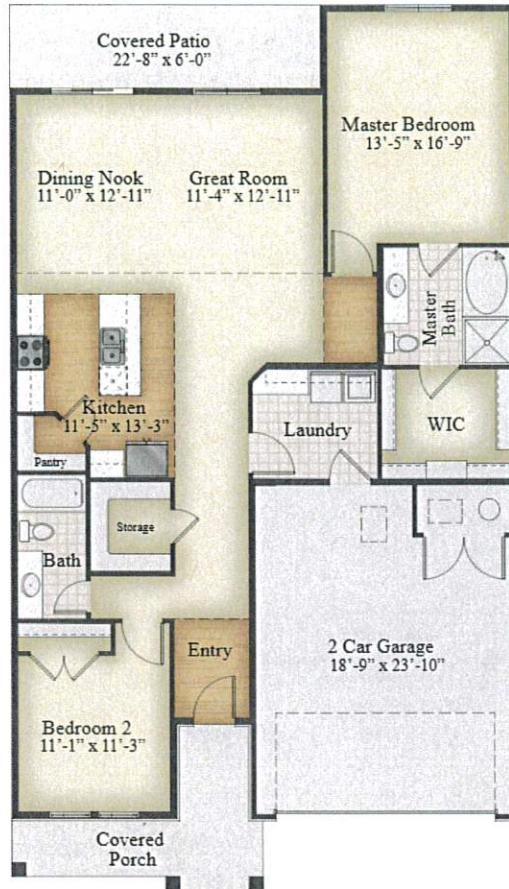
### Twin Homes

Example floor plans & elevations shown are concept plans. Actual floor plans & elevations may differ from the examples, but shall be of similar nature in both style and materials.

Example 1:

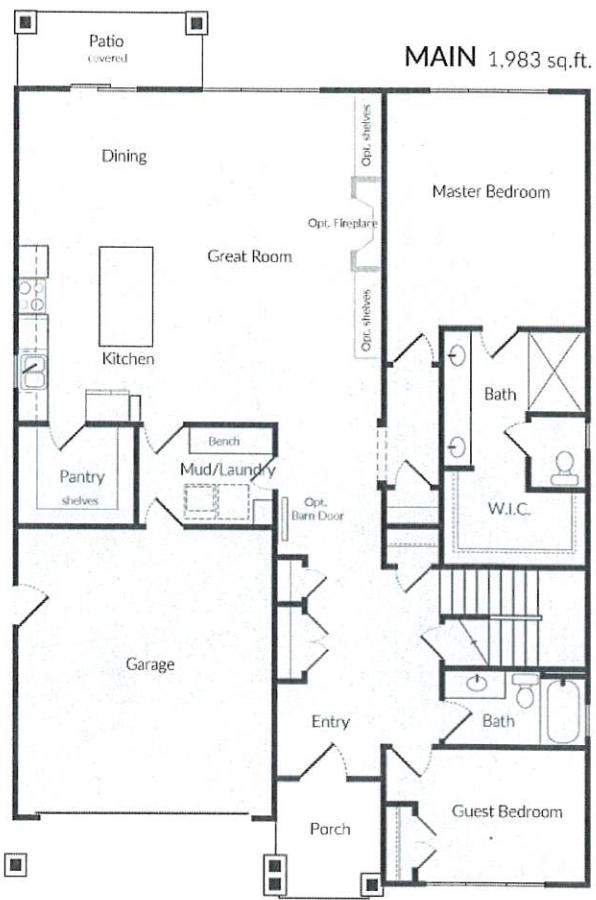


Example 2:



## Single Family Homes

Example floor plans & elevations shown are concept plans. Actually floor plans & elevations may differ from the examples, but shall be of similar nature in both style and materials.



**SITE PLAN APPLICATION FOR PLAIN CITY**  
(Existing Commercial Building – same use, minimal remodeling)

What is being proposed \_\_\_\_\_ Zone \_\_\_\_\_ Date Submitted \_\_\_\_\_

Address of Location 2414 N 4350W unit C Plain city UT 84404

Contact Name Luis Ramirez Email: luisramirez2758@icloud.com Ph 801-668-7035 Fax # \_\_\_\_\_

Company Name Rex - TCG 3 collectibles Address 7533 S center line CT Ph 801-668-7035 Fax# ste N, west Jordan UT 84084

Mark the following if applicable:

Secondary Water Available? N/A

Culinary Water Available? N/A

Sewer Available? Yes

Septic System Appears Feasible? N/A

Is Property in a Flood Hazard Area? No Flood Zone N

Please describe any agreements, rights-of-way, easements etc. that could affect this site:

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Describe history of parcel being submitted for a site plan, approximate dates of division and uses of property:

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\*Please attach a detailed site plan of the property showing parking, landscaping, the footprint of the building and the proposed floor plan for your business. Please be sure to include restrooms, windows, and outside doors.

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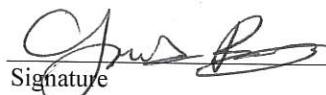
The completed application and supporting documents need to be submitted at least 7 days prior to the Planning Commission Meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of the month.

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

2-2-2026

Date

  
Signature

Office Use Only

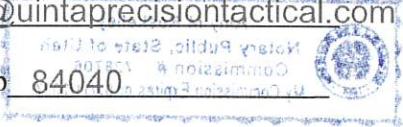
Site Plan Fee: \_\_\_\_\_

Date Paid: \_\_\_\_\_

No. of copies: \_\_\_\_\_

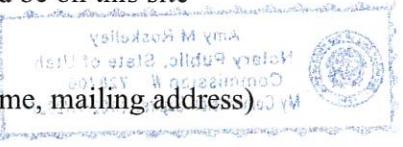
**Zoning Amendment Application**Location of Property 4700-5100 W. 2700-3100 N, Plain CityLand Serial Number(s) 190270007Request from Zone A-2 to Zone C-3**FEE: \$200.00** Date paid 1-31-24 Receipt # 2038913\*Property Owner Western Basin Land & Livestock LLC

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address 5238 W 2150 N, Plain City Zip 84404Brady Blackner, Jared Yeates Battle Forged Foundation (BFF) /  
Developer/Agent Joshua Yeates, AttorneyPhone 385-319-4275 Fax \_\_\_\_\_ Email brady@uintaprecisiontactical.comMailing Address 1309 N 2050 E, Layton Zip 84040 **LEGAL DESCRIPTION: Please Attach**TOTAL AREA – Acres or Square Feet: 50.51 acres

At the time of submittal of application, please attach a letter addressing the following:

1. Summarization of:
  - Current Plain City General Plan classification and zoning classification
  - Requested change to the General Plan classification and zoning classification
2. For what reason(s) do you suggest the change? The applicant is responsible for justifying the requested change to the General Plan and Zoning. Issues to be evaluated will include, but are not limited to:
  - adopted goals and policies as expressed in Plain City's General Plan
  - adjacent land uses
  - population served
  - transportation impacts
  - 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?

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

- **Current property owner(s) must sign application (see attached affidavit)**



Battle Forged Foundation  
1309 N 2050 E  
Layton, UT 84040

November 7, 2025

Plain City  
4160 W 2200 N  
Plain City, UT 84404

***Re: Zoning Amendment Application - Western Basin Land & Livestock 50.51 Acres***

Dear Members of the Planning Commission,

In response to Battle Forged Foundation's (BFF) proposed use of the subject property for facilities (for training, education, counseling and therapy) and a shooting range, the Planning Commission (PC) recommended updating the conditional use provisions of the C3 zone that recognized a shooting gallery to also include a gun range. The conditional use was adopted by the City Council on October 2, 2025.

Pursuant to the above, BFF is requesting the subject property to be zoned C-3. The designation for Future Land Use is dark green which is "Parks, Recreation, and Open Space". See General Plan, p. 34. The current zoning classification is A-2. The zone classification C-3 allows for the conditional use of the property for BFF's intended purpose and to be used as its headquarters and will be contiguous to the property owned by the City that is zoned C-3. As described in its Articles of Organization, BFF's "programs and services will provide unique and effective support to individuals affected by PTSD, suicidal tendencies, addiction, and other problems stemming from traumatic experiences, including, among other things, therapy from licensed professionals and partnerships for inpatient care. These efforts will be focused on military veterans, first responders and frontline workers but will include and offer its services to other types of traumatic incident survivors".

In order to fulfill this purpose and mission, BFF is acquiring the subject property as a charitable donation from the landowner who desires to support this worthy cause. The land will be used for two small buildings, parking and an outdoor shooting range. These facilities will provide training, education, counseling, therapy and other activities that will not only serve its members, but the community by offering its facilities when able to local law enforcement and other agencies and groups. These facilities and services will be constructed according to industry standards and with the appropriate sound and safety measures and shall be managed and supervised by trained professionals. This use/project serves the goals and policies as expressed in Plain City's General Plan and relevant portions of the General Plan that were considered in the use are included with this letter, which provisions we feel are consistent with the requested use.



Specifically, the facilities and range will serve the Plain City residents because they will be able to patronize the range and the fees and donations will serve charitable purposes and serve the foundation's purposes. The facilities will also be made available to the public to use for various uses. While the requested use will need a commercial designation, it's use is similar and consistent with the general plan's land use designation as a park, recreation and open space and it will have aspects of each of these components. The events and programs will not create a heavy impact on the transportation system and the location is ideal because the City's property adjacent to it is zoned C-3 and the subject location is distant from much of the residential development, but close enough to connect to existing utilities and roads making the project feasible. Other than the City's landfill site mentioned, the remaining surrounding adjacent properties are undeveloped A-2. Public utilities and services are available at 5100 w and 2700 N. The estimated development schedule will depend on the donations that are made to the foundation but are estimated to be approved, designed and constructed by the end of 2028.

BFF looks forward to working with Plain City to achieve this important and key project that will change lives and serve many individuals affected by trauma serving our country and communities, as well the public by outreach to all trauma survivors and making its facilities available to the public.

Sincerely,

Brady Blackner, President  
Battle Forged Foundation



## From the Plain City General Plan

The following are issues to be considered in all land use decisions: p. 4

1. Overall Community Benefit – consider if the action provides an overall benefit to the community, helps to accomplish the goals of the General Plan, and can also be seen in the mutually supportive relationships of growth and development, economic development, housing, open space preservation, etc.
2. Compatibility – consider if the action emphasizes compatibility between the uses of land and represents a concern for the collective interests and rights of individuals to live, work, and enjoy recreation in an environment where the physical components are in harmony with each other.
3. Safety – consider if the action maintains the general health, safety and welfare of the public and is recognized as meeting the purpose and intent of planning.
4. Neighborhood Preservation – consider if the action preserves and protects existing and planned neighborhoods.
5. City Infrastructure – consider if the action preserves and maintains the City's existing and planned infrastructure or provides improvements and enhanced features. Consider significant natural, historic, and architectural features.

## GOALS & OBJECTIVES

The goals and objectives of this General Plan were developed after discussions with representatives from the Planning Commission, City Council, community members on the Advisory Committee, stakeholders during the work session, and the public during workshops in the Spring.

### OVERALL GOALS p. 5

1. Have the General Plan serve as a guide to all land use and growth decisions, particularly the Future Land Use Map and relevant objectives and actions of this plan.
2. Encourage a reasonable land use balance of the major land use categories of residential, commercial, light industrial and open space within the City.
3. Strive to make the City's land uses as compatible as possible with other adjacent and/or neighboring land uses in order to minimize the potential adverse effects of adjacent incompatible land uses.
4. Improve the development review process to ensure all development related applications submitted to the City comply with all adopted ordinances, rules, policies, and procedures.
5. Mitigate adverse impacts and promote benefits of annexing property and expanding city limits.
6. Strive to meet the housing needs of current and future residents.
7. Encourage economic development of appropriate scale that will generate tax revenue (to maintain or reduce future tax burden of citizens) and provide jobs.
8. Promote recreation, education, and community activities to enhance quality of life.
9. Plan and develop a cost-effective and safe transportation system that provides an adequate roadway network, potential for future transit options, and bicycle/pedestrian travel.
10. Preserve our History and our Heritage.



## COMMERCIAL OBJECTIVES p. 6

1. Require appropriate landscaping (in terms of location and amount) in commercial zones to mitigate land use impacts, improve community aesthetics and enhance property values.
2. Provide a definite edge to a development and buffering between types of uses to protect the integrity of each use, e.g., between commercial and residential uses and between types of residential uses.
3. Encourage well designed and attractive commercial/industrial environments at appropriate locations, of appropriate scale, and compatible with adjacent land uses.

## PUBLIC UTILITIES AND SERVICES OBJECTIVES p. 8

1. Protect water quality in Plain City by requiring and providing sewer services to existing development currently without sewer and new development wherever feasible.
2. Update Master Plans to ensure the community is safe and secure.
3. Improve and maintain a high standard of service for the administration of the affairs of City Hall.
4. Provide police and fire protection, water and sewer services, garbage collection, streets, flood control, snow removal, street lighting, and other services and facilities as needed and desired by the citizens of the City.
5. Ensure and support adequate public educational programs and an adequate number of schools within reasonable traveling distance for the City's residents.
6. Provide for the safety of everyone in the City by preventing, or adequately responding to, public safety emergencies resulting from both man-made and natural disasters.

p. 12

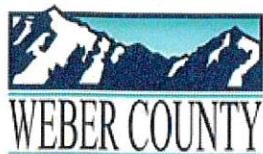
More trails and bike paths 23%

More parks, ball fields and places for recreation 19%

## COMMERCIAL ACTION PLAN p. 23

Action: Clarify the purpose and intent of the transitional commercial zone in the Plain City Code: that industrial land uses may be adjacent residential uses when the use is high density residential and appropriate design mitigation measures are in place to reduce impacts and protect residents and/or when residential uses are separated by a buffer of open space and/or general commercial uses. High density residential uses may provide housing for employees of manufacturing and similar industrial uses and may be compatible provided the appropriate mitigations are in place.

Action: Prepare standards for high density residential in commercial zones that are consistent with the goals and objectives to provide adequate housing for all residents of Plain City and consistent with the design standards within those zones.



## Ownership Info for 190270007 as of Nov-07-2025 12:36:32am

**Property Owner as of Nov-07-2025 12:36:32am**

**Property Address**

WESTERN BASIN LAND & LIVESTOCK  
LLC

**Mailing Address**

WESTERN BASIN LAND & LIVESTOCK  
LLC  
5238 W 2150 N  
PLAIN CITY UT  
844049700

**Parcel Number:** 190270007

**Tax Area:** 435

**No Dedication Plats found**

**Current References**

<b>Entry #</b>	<b>Book</b>	<b>Page</b>	<b>Recorded Date</b>
2437589			October 02, 2009

**Kind of Instrument** SP WARRANTY DEED

**Prior Parcels**

**Legal Description**

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH,  
RANGE 2 WEST, SALT LAKE MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION;  
RUNNING THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE  
EAST 330 FEET; THENCE NORTH 560 FEET; THENCE EAST 850 FEET;  
THENCE NORTH 1300 FEET; THENCE WEST 2050 FEET; THENCE SOUTH  
1200 FEET; THENCE WEST 450 FEET; THENCE NORTH 1220 FEET;  
THENCE EAST 2640 FEET; THENCE SOUTH 2540 FEET TO BEGINNING.  
CONTAINING 50.51 ACRES, M/L.



