

Zoning Amendment ApplicationLocation of Property Approx 2500 N. 5100 W.Land Serial Number(s) 190340001Request from Zone AG to Zone RE 18.5FEE: \$200.00 Date paid 200 00 Receipt # 2038990*Property Owner Western Basin Land and Livestock LLC

Phone _____ Fax _____

Mailing Address 5238 W. 2150 N. Plain City, UT Zip 84404Developer/Agent David Pitcher / Ophir Mountain LLCPhone 661-865-2945 Fax _____Mailing Address 4474 N. Heahter Meadows Dr. Zip 84050E-Mail Address clearcreekdevelopment@yahoo.com**LEGAL DESCRIPTION: Please Attach**TOTAL AREA – Acres or Square Feet: 7.76

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

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

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

Kami F. Marriott & Amy M. Roskelley

I (we), as Managers, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff have indicated they are available to assist me in making this application. **Basin Land & Livestock, LLC, a Utah Limited Liability Company by its Manager, Marriott Companies, LLC**

by: Kami F. Marriott (Property Owner) **Manager**

by: Amy M. Roskelley (Property Owner) **Manager**

Subscribed and sworn to me this 27 day of JANUARY, 2026.



[Signature]
(Notary)
Residing in WEBER County, Utah
DACIS
My commission expires: 3-28-26

AGENT AUTHORIZATION

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Agent)

(Property Owner)

(Property Owner)

Dated this _____ day of _____, 20_____, personally appeared before me _____, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.

(Notary)
Residing in Weber County, Utah
My commission expires: _____



ADJUSTED LEGAL DESCRIPTION OF PARCEL #2 ON RECORD OF SURVEY MAP

A 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 on the Quarter Section Line which is 1128.87 feet South 0°53'49" West along the Quarter Section Line from the Northeast corner of the Northwest Quarter of said Section 32; and running thence South 0°53'49" West 210.27 feet along the Quarter Section line to the Sixteenth Corner; thence South 89°27'12" West 1324.43 feet (West 80 Rods) along the Sixteenth Section line to the Sixteenth corner; thence North 0°53'34" East 297.90 feet along the Sixteenth Section Line; thence South 87°19'22" East 802.28 feet; thence South 2°40'38" West 13.10 feet; thence South 87°19'17" East 522.80 feet to the Quarter Section line and the Point of Beginning.

Contains 338,249 sq. ft. or 7.766 Acres



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: February 19, 2026

Subject: Western Basin Land and Livestock, Property Line Adjustment

We have reviewed the survey information submitted for the proposed property line adjustment and have no comments. Consequently, we recommend the subject property line adjustment be accepted.

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

\$ 200.00

**APPLICATION FOR A PLAIN CITY
LOT LINE ADJUSTMENT AND CONSOLIDATION OF PARCELS**

Date Submitted _____ Lot Line Adjustment X Consolidation of Parcels _____
Property Owner Name Western Basin Land and Livestock LLC Email: amyroskelley@marriottcompanies.com
Address 5238 W 2150 N Plain City, UT Plain City, UT
Phone Applicant David Pitcher 661-865-2945 Parcel No(s) 190340001 190340002
No. of Existing Parcels 2 No. of proposed parcels 2
Existing Zone AG

Please answer the following questions:

The lot line creates a new lot. Yes No
The affected property owners adjoining the lot line consent to the lot line adjustment. Yes No NA
The lot line creates a remnant parcel that did not previously exist. Yes No
The lot line creates a violation of zoning codes. Yes No

Surveyor's Name _____ Address _____ Ph _____
Engineer's Name _____ Address _____ Ph _____

Please describe any agreements, rights-of-way, easements etc that could affect this property:
None

PLEASE NOTE IF REQUIRED:

All Engineer, Legal, and Planner Fees are the responsibility of the Person or Entity applying for the Lot Line or Consolidation process.

The new legal description shall not create a new parcel, remnant parcel or violate existing zoning ordinances.

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

1/27/26 _____ David Pitcher _____
Date Signature

Office Use Only
Lot Line Adjustment Fee: 200.00 Consolidation of Parcel Fee: _____
Number of Copies Submitted: _____ Receipt No. 2038990 Date Paid 2-11-26
Planning Commission Approval Date: _____

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

Kami F. Marriott-Amy M. Roskelley

I (we), as Managers, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff have indicated they are available to assist me in making this application.

Western Basin Land & Livestock, LLC
by its Manager Marriott Companies, LLC

Kami F. Marriott (Property Owner) Manager

Amy M. Roskelley
Amy M. Roskelley (Property Owner) Manager

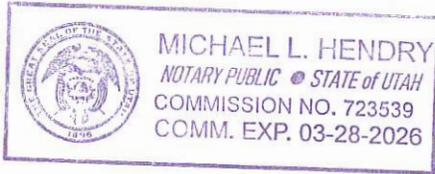
Subscribed and sworn to me this 27th day of January, 20 26.

[Signature]

(Notary)

Residing in Weber County, Utah

My commission expires: 3-28-26





ADJUSTED LEGAL DESCRIPTION OF PARCEL #2 ON RECORD OF SURVEY MAP

A 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 on the Quarter Section Line which is 1128.87 feet South 0°53'49" West along the Quarter Section Line from the Northeast corner of the Northwest Quarter of said Section 32; and running thence South 0°53'49" West 210.27 feet along the Quarter Section line to the Sixteenth Corner; thence South 89°27'12" West 1324.43 feet (West 80 Rods) along the Sixteenth Section line to the Sixteenth corner; thence North 0°53'34" East 297.90 feet along the Sixteenth Section Line; thence South 87°19'22" East 802.28 feet; thence South 2°40'38" West 13.10 feet; thence South 87°19'17" East 522.80 feet to the Quarter Section line and the Point of Beginning.

Contains 338,249 sq. ft. or 7.766 Acres

Tammy Folkman

From: Brian Bingham <brian@propertiesforhope.com>
Sent: Thursday, February 19, 2026 6:17 PM
To: jmaw@ffkr.com; Tammy Folkman; Jake Hone; brandanq@plainscityutah.gov
Subject: Re: Preparation for 2/26 Planning Commission meeting
Attachments: Kelly's Cove Conditional Use Permit Application revised 2-19-26.pdf

Hi Tammy,

Please see our revised application with the requested adjustments made as noted from my previous email. Of note, you will see that we have removed the existing home and its associated land from our subdivision request. With this removal, we have also decreased our lot density from 20 units to 18 units, which you will see in the site plan (Pg 1, Exhibit B). Additionally, our total and percentage of greenspace has increased as a consequence, which you will notice in page 2 of Exhibit B. Finally, we adjusted the front driveway setbacks to 25" as requested. We look forward to speaking with you next week. In the meantime, if you have any further guidance for this coming Thursday's meeting, we'd greatly appreciate it.

Thank you!

Brian and Jake

On Tue, Feb 17, 2026 at 11:20 AM Brian Bingham <brian@propertiesforhope.com> wrote:
Hi Jared,

I'm writing at Tammy's recommendation to make sure that Jake and I are best able to provide the Planning Commission with the information you all have requested of us for the upcoming 2/26 meeting. According to my notes from the 2/12 meeting, the planning commission requested us to do the following:

1. Revise the Development Agreement to parcel out the existing house at 2131 N 4650 W from the SHO request since it cannot meet the architectural standards of the SHO.
2. Increase setbacks from 20' to 25'
3. On site plan, include our open space calculations in terms of square footage and percentage of total land to show that we are meeting the open space requirements and to color code the open space on the site map.

Our understanding from the 2/12 meeting is that the Planning Commission will review these edits and vote whether to recommend city council approval, apply conditions, or find that there are deleterious impacts that cannot be reasonably mitigated. In anticipation of your review at the 2/26 meeting, could you please verify whether our understanding of the process is correct and if we should anticipate any other specific impacts or conditions, vis-a-vis Plain City Code 10-7-4, 5, and 6?

Thank you,

Brian Bingham



PLAIN CITY CORPORATION

CONDITIONAL USE PERMIT APPLICATION

APPLICANT'S NAME: Properties for Hope, LLC DATE SUBMITTED 11/5/25 Amended 2/19/26

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

TAX ID NUMBER OF PARCELS BEING CONSIDERED: 190330040, 1903300521,90330048, 190330005, 190330004,

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 3.13 acres in Zone: SHO 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

2. Explain fully how this application of land use will satisfy each of the following conditions:
(a) Why is this use at this particular location necessary or desirable to provide a service of facility which will contribute to the general well-being of the neighborhood or community?
See attached Land Use document

(b) How will the proposed use promote the general welfare of persons and property in the vicinity?
See attached Land Use document

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



parking, building design and location, and landscaping?
See attached Land Use document

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

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

Name	Address
See previously submitted list	
Date	Signature of Applicant

I authorize _Properties for Hope, LLC and Grow Development, LLC to act as my agent in all matters relating to this application.

Owner of Property

FOR OFFICE USE

Approved/Denied

Date _____ Permit #: _____

Conditions:



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 (western 0.81 acre), 190330005, 190330004
2149 N 4650 W	190330040
2183 N 4560 W	190330052 (western .95 acre)

Land size: The new subdivision will be composed of 3.13 acres. It includes all the parcels 190330005, 190330004, and 190330040; the western 0.8 ac of parcel 190330048; and the western most 0.95 acres of the 190330052 parcel. The remaining 0.43 acres of parcel 190330048, inclusive of the existing house, will be outside of the subdivision and maintain it's existing RE-15 zone.

Proposed Land Use: The new subdivision will have a Senior Housing Overlay (SHO) applied and subdivided into 18 lots, in accordance with the maximum density limits of the SHO which allows for 6 units per acre. 6 single and 12 twin homes will be built on the 18 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 maintain its current zone and use. The 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 with the current plan exceeding that with 42% 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 6 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 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 (western most 0.81 acre), 190330005, 190330004, 190330040, 190330052 (western most 0.95 acre) (hereinafter the "Subject Property"); and

WHEREAS, the overall Subject Property consists of approximately **3.13 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 **3.13 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 **18 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 2131 N and 4650 West shall not be included within the subdivision and will maintain its current zone and use.

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:

Phil Meyer, Mayor

ATTEST

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.

Your name here

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

Residing in: _____

My Commission Expires: _____



EXHIBIT "A"
Property Description

Parcel 1:

Parcel Tax#: 19-033-0048 (western most 0.81 ac)

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.

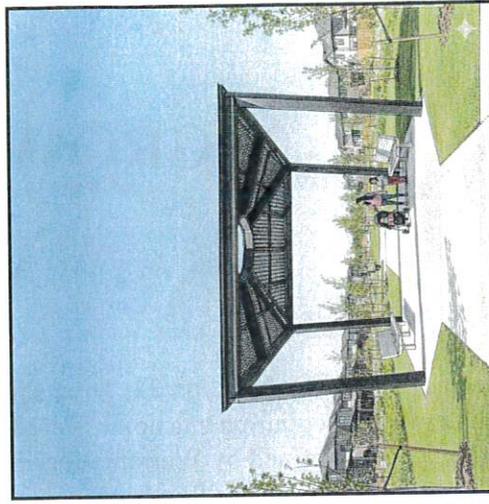
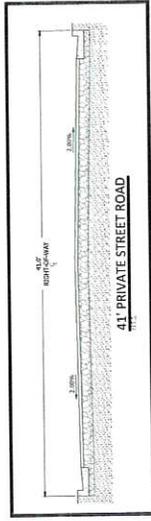
EXHIBIT B

Site Data

PROPERTY: 3.13 AC
 BUILDING: X
 IMPROVEMENTS: X
 LANDSCAPE: X
 PARKING: 2 CAR GARAGE/2 CAR DRIVEWAYS
 73 PROVIDED

Zone & Lot Requirements

ZONING: SENIOR OVERLAY
 RESIDENTIAL
 LAND USE: RESIDENTIAL
 BUILDING HEIGHT: 35'
 FRONT YARD: 25'
 REAR YARD: 10'
 SIDE YARD: 5'
 FRONT LANDSCAPE: N/A
 SIDE LANDSCAPE: N/A
 REAR LANDSCAPE: N/A



PLAIN CITY SENIOR OVERLAY

CONCEPT - 1
 PLAIN CITY, WEBER COUNTY, UTAH

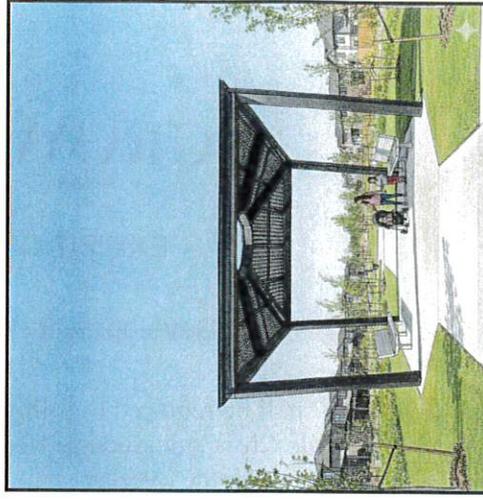
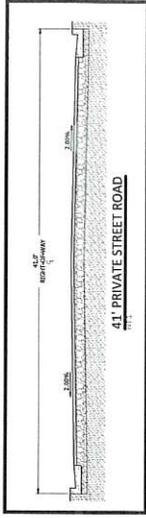


Site Data

PROPERTY: 3.13 AC
 BUILDING: X
 LANDSCAPE: 57,959 SF/1.32 AC OR 41%
 PARKING: 2 CAR GARAGED CAR DRIVEWAYS
 78 PROVIDED

Zone & Lot Requirements

ZONING: SENIOR OVERLAY
 LAND USE: RESIDENTIAL
 BUILDING HEIGHT: 35'
 FRONT YARD: N/A
 INT. SIDE YARD: 10'
 FRONT LANDSCAPE: N/A
 SIDE LANDSCAPE: N/A
 REAR LANDSCAPE: N/A



HUNT & DAY
 Architects, Inc.
 2150 North Street, Suite 200
 Provo, UT 84607
 PH: 801.664.4724

PLAIN CITY SENIOR OVERLAY

OPRN SPACE PLAN
 PLAIN CITY, WEBER COUNTY, UTAH

Drawn: T. Peterson
 Title: Planner
 Date: 19 February
 E:\Proj\Concept Plan_2014.0029

This plan is for illustrative purposes only.



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 18. This shall be a combination of Twin Homes and Single Family Units. This is a density of approximately 5.75 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 1.33 Acres or 42% +/-

Setbacks

1. The minimum front yard setback shall be 25 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 3rd 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 3rd 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.

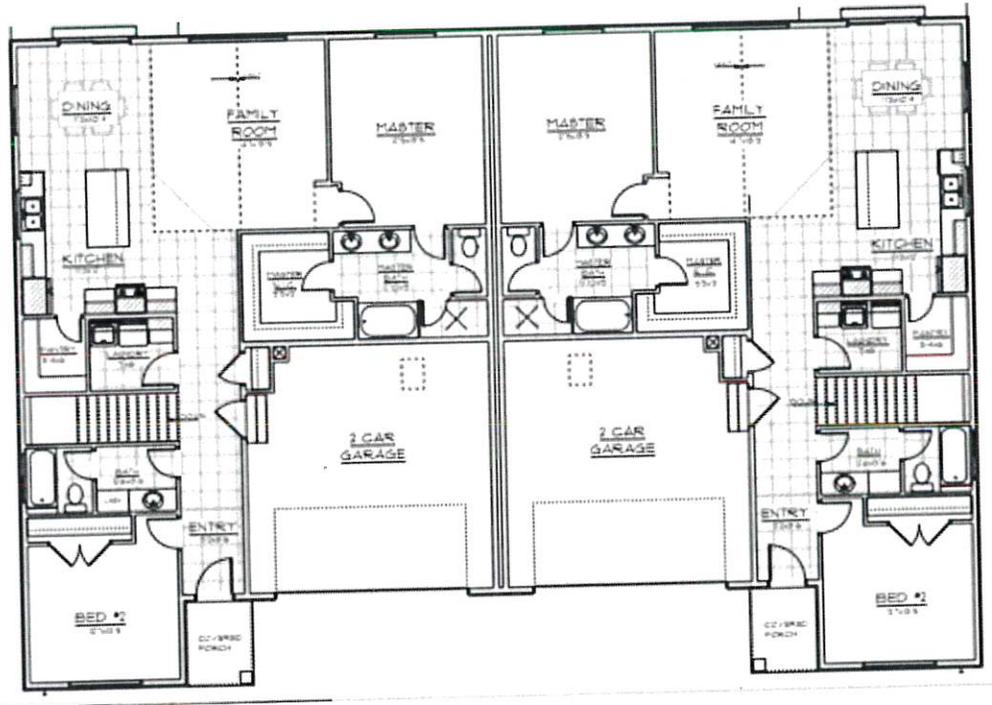


Exhibit D

Twin Homes

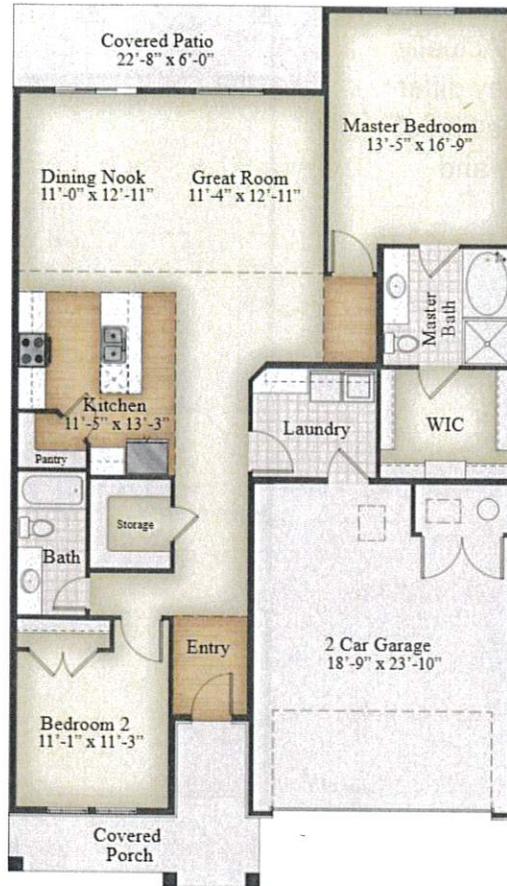
Example floor plans & elevations shown are concept plans. Actually floor plans & elevations may differ from the examples, but shall be of similar nature in both style and materials.

Example 1:





Example 2:



1265 E Fort Union Blvd Suite #302 Cottonwood Heights, UT 84047



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.



Zoning Amendment Application

Location of Property 4700-5100 W, 2700-3100 N, Plain City

Land Serial Number(s) 190270007

Request from Zone A-2 to Zone C-3

FEE: \$200.00 **Date paid** 1-21-24 **Receipt #** 2038913

*Property Owner Western Basin Land & Livestock LLC

Phone _____ Fax _____ Email _____

Mailing Address 5238 W 2150 N, Plain City Zip 84404

Developer/Agent Brady Blackner, Jared Yeates Battle Forged Foundation (BFF) /
Joshua Yeates, Attorney

Phone 385-319-4275 Fax _____ Email brady@uintaprecisiontactical.com

Mailing 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)**

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), Kami F. Marriott, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff have indicated they are available to assist me in making this application.

Kami F. Marriott
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 5th day of January, 2026.



Amy Roskelley
(Notary)
Residing in Weber County, Utah

My commission expires: 2-11-2027

AGENT AUTHORIZATION

I (we), Kami F. Marriott, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Jared Yates, Brady Backer or Battle Parned to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

[Signature]
(Agent)

Kami F. Marriott
(Property Owner)

(Property Owner)

Dated this 5th day of January, 2026, personally appeared before me Kami F. Marriott, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.



Amy Roskelley
(Notary)
Residing in Weber County, Utah

My commission expires: 2-11-2027

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

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Kami F. Marriott
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 5th day of January, 2026.



Amy Roskelley
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Residing in Weber County, Utah

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[Signature]
(Agent)

Kami F. Marriott
(Property Owner)

(Property Owner)

Dated this 5th day of January, 2026, personally appeared before me Kami F. Marriott, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.



Amy Roskelley
(Notary)
Residing in Weber County, Utah

My commission expires: 2-11-2027



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, its 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

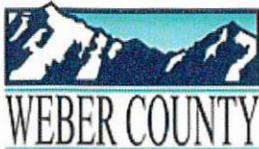
More trails and bike paths 23%

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

Entry #	Book	Page	Recorded Date
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.

SECTION 29, T.7N., R.2W., S.L.B. & M.

IN PLAIN CITY & WEBER COUNTY

TAXING UNIT: 21, 434, 435

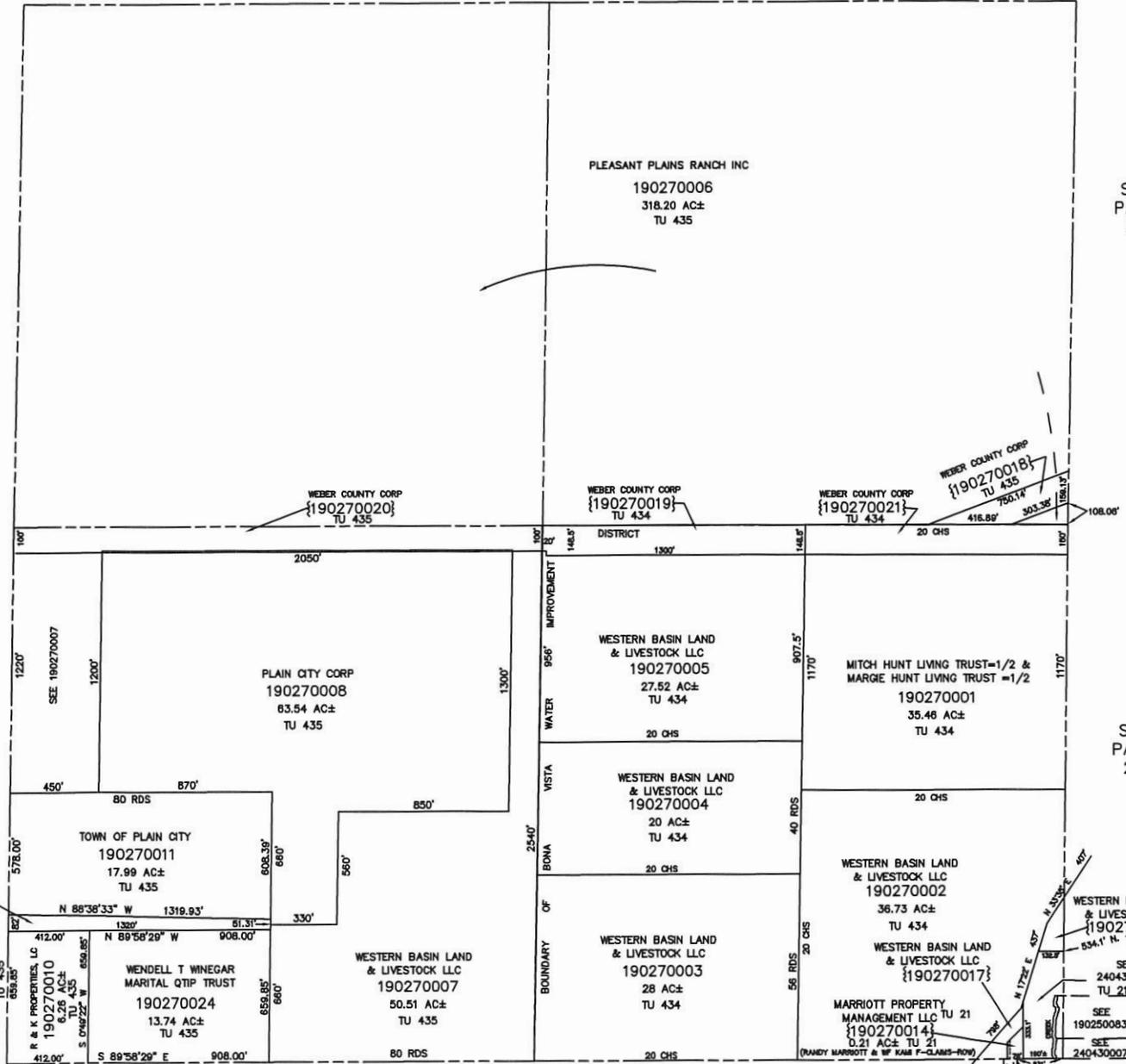
SCALE 1" = 400'

SEE PAGE 8

PLEASANT PLAINS RANCH INC
190270006
318.20 AC±
TU 435

SEE PAGE 26

SEE PAGE 28



SEE PAGE 25

WENDELL T WINEGAR
MARITAL QTIP TRUST
{190270026}
2.01 AC±
TU 435

R & K PROPERTIES, LC
190270010
6.26 AC±
TU 435
WENDELL T WINEGAR
MARITAL QTIP TRUST
190270024
13.74 AC±
TU 435

WESTERN BASIN LAND
& LIVESTOCK LLC
190270007
50.51 AC±
TU 435

WESTERN BASIN LAND
& LIVESTOCK LLC
190270003
28 AC±
TU 434

MARRIOTT PROPERTY
MANAGEMENT LLC TU 21
{190270014}
0.21 AC± TU 21
(FRANZ MARRIOTT & WIFE KARA F-CLAMS-ROSE)

WESTERN BASIN LAND
& LIVESTOCK LLC
190270016
554.1' ± TU 21
SEE 240430009
TU 21 - 19 RDS N.
SEE 190250083
SEE 240430007

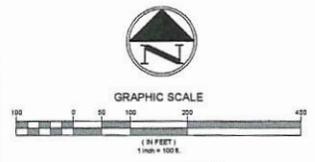
SEE PAGE 34

FOR TAX PURPOSES ONLY

SEE PAGE 31

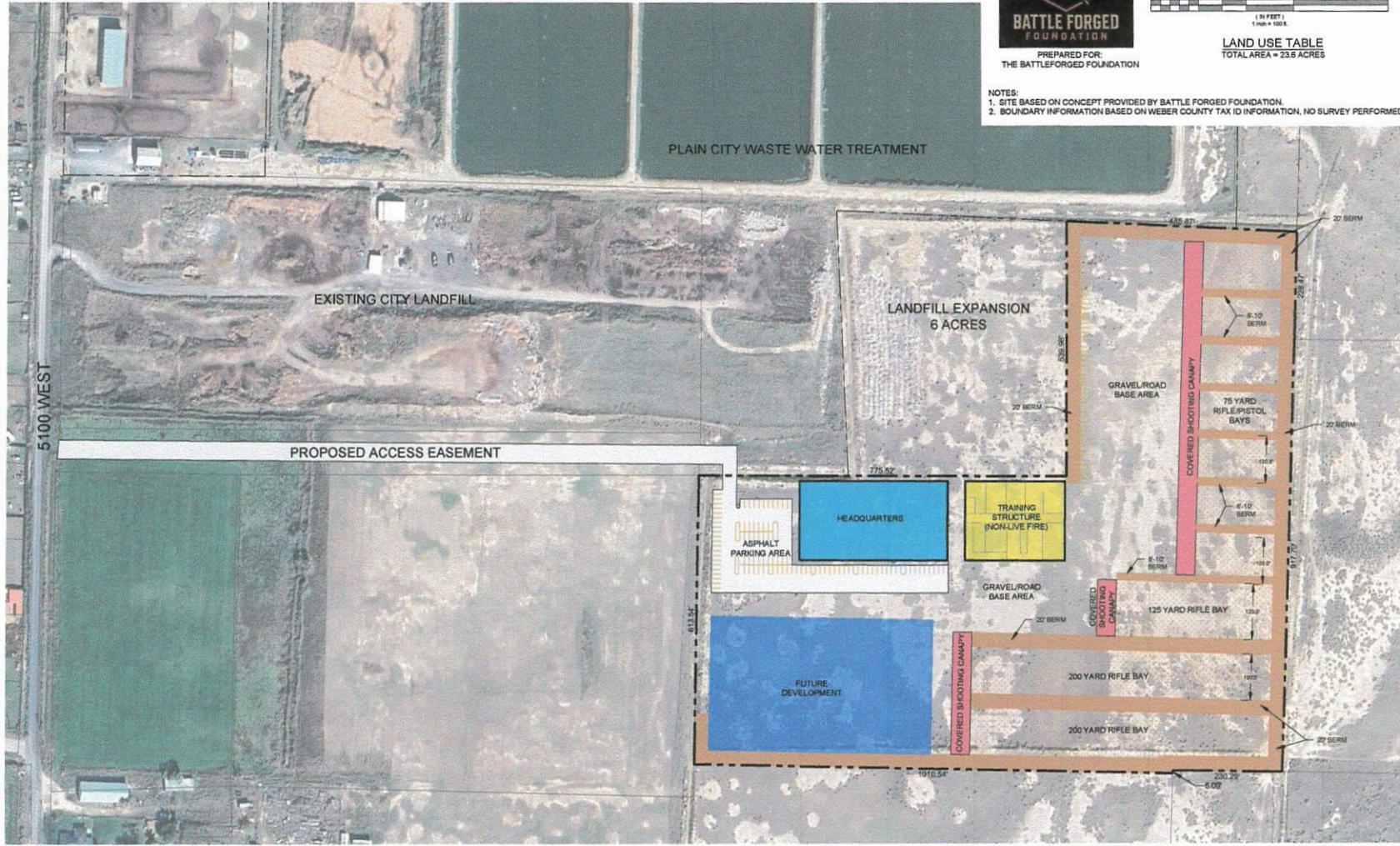
PLAIN CITY SHOOTING AREA

SCHEMATIC PLAN



LAND USE TABLE
TOTAL AREA = 23.6 ACRES

- NOTES:
1. SITE BASED ON CONCEPT PROVIDED BY BATTLE FORGED FOUNDATION.
2. BOUNDARY INFORMATION BASED ON WEBER COUNTY TAX ID INFORMATION, NO SURVEY PERFORMED.



REVISION	
NO.	DATE

SCHEMATIC PLAN
PLAIN CITY SHOOTING AREA
PLAIN CITY, WEBER COUNTY, UTAH

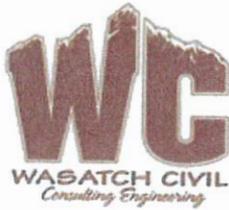
Scott R. McFarland, P.E.
242 East 1300 South
St. George, UT 84770
801.424.1234
www.mcfarlandpe.com



DESIGN: SW
DRAWN: SW
CHECKED: SW
DATE: 1/13/20

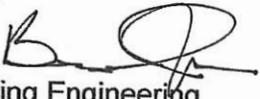
SHEET:
C1

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Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: February 19, 2026

Subject: Phillip Reese Property Line Adjustment

We have reviewed the survey information submitted for the proposed property line adjustment and have no comments. Consequently, we recommend the subject property line adjustment be accepted.

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

**APPLICATION FOR A PLAIN CITY
LOT LINE ADJUSTMENT AND CONSOLIDATION OF PARCELS**

Date Submitted 2/3/26 Lot Line Adjustment Consolidation of Parcels
Property Owner Name Kyle and Phillip Reese Email: Reeseberger@yahoo.com
Address approx 3020 W 1900 N Plain City, UT
Phone 801-430-2049 Parcel No(s) 19-038-0044 and 15-009-0012
No. of Existing Parcels 2 No. of proposed parcels 2
Existing Zone A1 and R20?

Please answer the following questions:

The lot line creates a new lot. Yes No

The affected property owners adjoining the lot line consent to the lot line adjustment. Yes No

The lot line creates a remnant parcel that did not previously exist. Yes No

The lot line creates a violation of zoning codes. Yes No

Surveyor's Name Greg Hansen Address 538 N Main St. Brigham Ph 801-399-4905

Engineer's Name Greg Hansen Address 538 N Main St. Brigham Ph 801-399-4905

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

PLEASE NOTE IF REQUIRED:

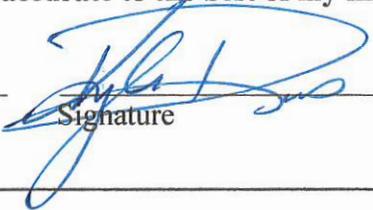
All Engineer, Legal, and Planner Fees are the responsibility of the Person or Entity applying for the Lot Line or Consolidation process.

The new legal description shall not create a new parcel, remnant parcel or violate existing zoning ordinances.

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

2/3/26

Date


Signature

Office Use Only

Lot Line Adjustment Fee: 200.00

Consolidation of Parcel Fee: _____

Number of Copies Submitted: _____

Receipt No. 2038969

Date Paid 2-4-26

Planning Commission Approval Date: _____

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), Kyle Reese & Phillip Reese, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff have indicated they are available to assist me in making this application.

[Signature]

(Property Owner)

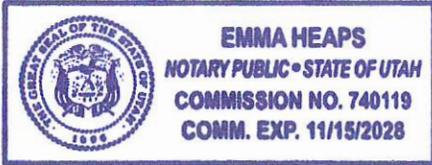
[Signature]

(Property Owner)

Subscribed and sworn to me this 4 day of Feb., 202026.

[Signature]

(Notary)
Residing in Weber County, Utah



My commission expires: 11.15.28

January 26, 2026

Re:

Technical Review Committee Application

Kyle and Phillip Reese

Parcel (1) 19-038-0044 = 2.68 acres

Parcel (2) 15-009-0012 = 7.26 acres

Parcel 1 currently fronts 1900 North with approximately 381.88 feet of frontage, with Parcel 2 located directly to the south. We are requesting a boundary line adjustment to create a one-acre lot from Parcel 1 and combine the remaining acreage with Parcel 2.

Following the proposed adjustment, Parcel 1 would measure approximately 165 feet by 264 feet. Parcel 2 would be extended north to 1900 North and would gain approximately 216 feet of frontage, consisting of 115 feet east of Parcel 1 and 101 feet west of Parcel 1.

This boundary line adjustment is not intended to increase density or create any additional building lots. Both parcels will continue to be used as a single-family property with associated agricultural use, including horse pastures and a single family residence on proposed Parcel 1.

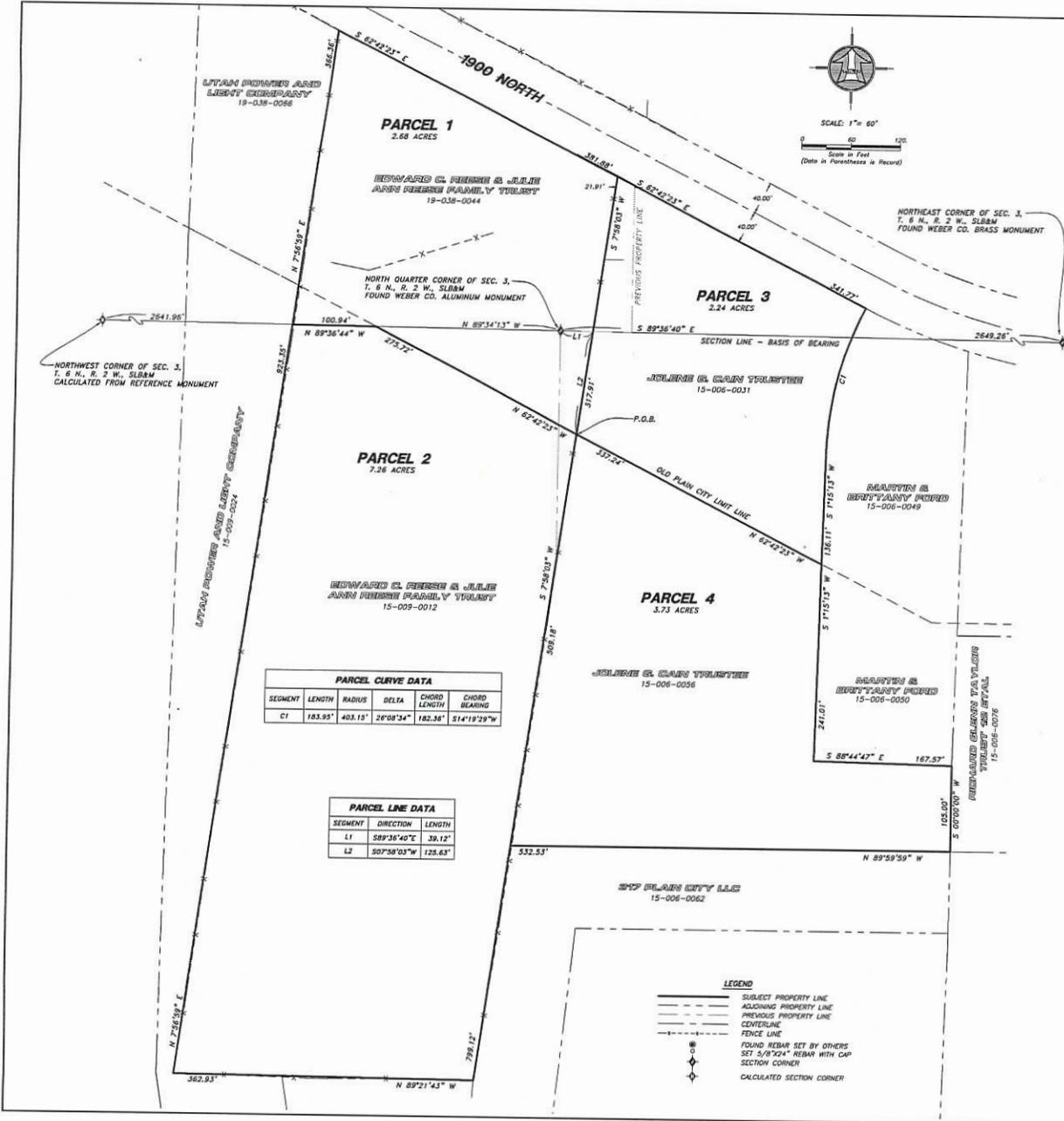
Thank you for your time and consideration. We appreciate your assistance and are happy to provide any additional information as needed.

Respectfully,

Kyle Reese 801-430-2049

Phillip Reese 801-814-3818

2-3-26



PARCEL CURVE DATA

SEGMENT	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	183.95'	403.15'	20°04'34"	162.36'	314°19'29"W

PARCEL LINE DATA

SEGMENT	DIRECTION	LENGTH
L1	S89°36'40"E	39.12'
L2	S07°58'03"W	125.63'

PARCEL 1 BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST, AND A PART OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE OLD PLAIN CITY LIMIT LINE, POINT ALSO BEING ON AN EXISTING FENCE LINE LOCATED 39.12 FEET SOUTH 89°36'40" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND 125.63 FEET SOUTH 07°58'03" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 3;

RUNNING THENCE NORTH 62°42'23" WEST 275.72 FEET ALONG SAID OLD PLAIN CITY LIMIT LINE TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89°36'44" WEST 100.94 FEET ALONG SAID NORTH LINE TO AN EXISTING FENCE LINE; THENCE NORTH 07°56'59" EAST 368.36 FEET ALONG SAID EXISTING FENCE LINE TO THE SOUTH RIGHT-OF-WAY LINE OF 1900 NORTH STREET; THENCE SOUTH 62°42'23" EAST 181.88 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO AN EXISTING FENCE LINE; THENCE SOUTH 07°58'03" WEST 317.91 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING, CONTAINING 2.68 ACRES.

PARCEL 2 BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE OLD PLAIN CITY LIMIT LINE, POINT ALSO BEING ON AN EXISTING FENCE LINE LOCATED 39.12 FEET SOUTH 89°36'40" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND 125.63 FEET SOUTH 07°58'03" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 3;

RUNNING THENCE ALONG SAID EXISTING FENCE LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 07°58'03" WEST 399.12 FEET; (2) NORTH 89°21'43" WEST 362.93 FEET; AND (3) NORTH 07°56'59" EAST 923.35 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°36'44" EAST 100.94 FEET ALONG SAID NORTH LINE TO SAID OLD PLAIN CITY LIMIT LINE; THENCE SOUTH 62°42'23" EAST 275.72 FEET ALONG SAID OLD PLAIN CITY LIMIT LINE TO THE POINT OF BEGINNING, CONTAINING 2.26 ACRES.

PARCEL 3 BOUNDARY DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST, AND A LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE OLD PLAIN CITY LIMIT LINE, POINT ALSO BEING ON AN EXISTING FENCE LINE LOCATED 39.12 FEET SOUTH 89°36'40" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND 125.63 FEET SOUTH 07°58'03" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 3;

RUNNING THENCE NORTH 07°58'03" EAST 317.91 FEET ALONG SAID EXISTING FENCE LINE TO THE SOUTH RIGHT-OF-WAY LINE OF 1900 NORTH STREET; THENCE SOUTH 62°42'23" EAST 341.77 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE NORTHWEST CORNER OF THE MARTIN AND BRITANY FORD PROPERTY, TAX ID. NO. 15-006-0049; THENCE ALONG THE BOUNDARY OF SAID MARTIN AND BRITANY FORD PROPERTY THE FOLLOWING TWO (2) COURSES: (1) SOUTHERLY ON A NON-TANGENT CURVE TO THE LEFT ALONG THE ARC OF A 403.15 FOOT RADIUS CURVE, A DISTANCE OF 183.95 FEET, CHORD BEARS SOUTH 14°18'29" WEST 182.36 FEET, HAVING A CENTRAL ANGLE OF 20°04'34"; AND (2) SOUTH 01°15'13" WEST 136.11 FEET TO SAID OLD PLAIN CITY LIMIT LINE; THENCE NORTH 62°42'23" WEST 337.24 FEET ALONG SAID OLD PLAIN CITY LIMIT LINE TO THE POINT OF BEGINNING, CONTAINING 2.24 ACRES.

PARCEL 4 BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE OLD PLAIN CITY LIMIT LINE, POINT ALSO BEING ON AN EXISTING FENCE LINE LOCATED 39.12 FEET SOUTH 89°36'40" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND 125.63 FEET SOUTH 07°58'03" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 3;

RUNNING THENCE SOUTH 62°42'23" EAST 337.24 FEET ALONG SAID OLD PLAIN CITY LIMIT LINE TO THE NORTHWEST CORNER OF THE MARTIN AND BRITANY FORD PROPERTY, TAX ID. NO. 15-006-0050; THENCE ALONG THE BOUNDARY OF SAID MARTIN AND BRITANY FORD PROPERTY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 01°15'13" WEST 136.11 FEET; AND (2) SOUTH 88°44'47" EAST 167.57 FEET TO THE WEST LINE OF THE RICHARD GLENN TAYLOR TRUST 1/2 ETAL PROPERTY, TAX ID. NO. 15-006-0076; THENCE SOUTH 00°00'00" WEST 105.00 FEET ALONG SAID WEST LINE TO THE NORTHEAST CORNER OF THE 317 PLAIN CITY LLC PROPERTY, TAX ID. NO. 15-006-0062; THENCE NORTH 89°59'59" WEST 332.53 FEET ALONG THE NORTH LINE OF SAID 317 PLAIN CITY LLC PROPERTY TO SAID EXISTING FENCE LINE; THENCE NORTH 07°58'03" EAST 509.18 FEET ALONG SAID EXISTING FENCE LINE TO THE POINT OF BEGINNING, CONTAINING 3.73 ACRES.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH, ADJUST, AND SET THE PROPERTY CORNERS OF THE PARCELS AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY PHILIP REESE, THE CONTROL USED TO ESTABLISH THE PROPERTY CORNERS WAS ROS NO. 1038, EXISTING FENCE LINES, AND THE EXISTING BOX ELDER COUNTY SURVEY MONUMENTATION SURROUNDING SECTION 3, T6N, R2W, SL84M.

THE OLD PLAIN CITY LIMIT LINE WAS DETERMINED FROM WASATCH CIVIL ANNEXATION PLAT, SHEET 2, ENTRY NO. 2251365, AS BEING 340.00 FEET FROM THE CENTERLINE OF 1975 NORTH STREET.

THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION WHICH BEARS SOUTH 89°36'40" EAST, UTAH NORTH, STATE PLANE, CALCULATED N.A.D.83 BEARING.

SURVEYOR'S CERTIFICATE

I, MATT PRETL, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND BY THE AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED AND SHOWN HEREON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN LOCATED AND/OR PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

SIGNED THIS DAY OF 2025.

MATT PRETL, PLS
UTAH LAND SURVEYOR LICENSE NO. 10437995



PROPERTY SURVEY FOR
PHILIP REESE
1/2 - 1008 W 1925 N
PLAIN CITY, WEBER COUNTY, UTAH

A PART OF THE SOUTHWEST AND SOUTHWEST QUARTERS OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST, SL84M.
A PART OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 WEST, SL84M.

Drawn By: ml Date: 12/22/2025
Designed By: Phillip Reese
Approved By: Phillip Reese
Drawing File: 25-3-10438
JOB NUMBER: 25-3-110

HANSEN & ASSOCIATES, INC.
Utah Professional Land Surveyors
339 North Main Street, Brigham City, UT 84302
Phone: (435) 734-5451 Fax: (435) 734-5452
www.hanseninc.com
Celebrating over 68 Years of Business

Sheet 1 of 1 Sheets

2-3-26

Drawn By: PHILLIP REESE	Checked By: PHILLIP REESE	Date: 01/26/2018
Approved By: PHILLIP REESE	Scale: 1" = 60'	Job Number: 26-1-12
Project: A PART OF THE SOUTHWEST QUARTERS OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 2 WEST AND THE SOUTHWEST QUARTERS OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 2 WEST, S.L.B.M.		

PHILLIP REESE
PROPERTY SURVEY FOR
PLAIN CITY, WEBER COUNTY, UTAH
+/- 3085 N 1925 N
7

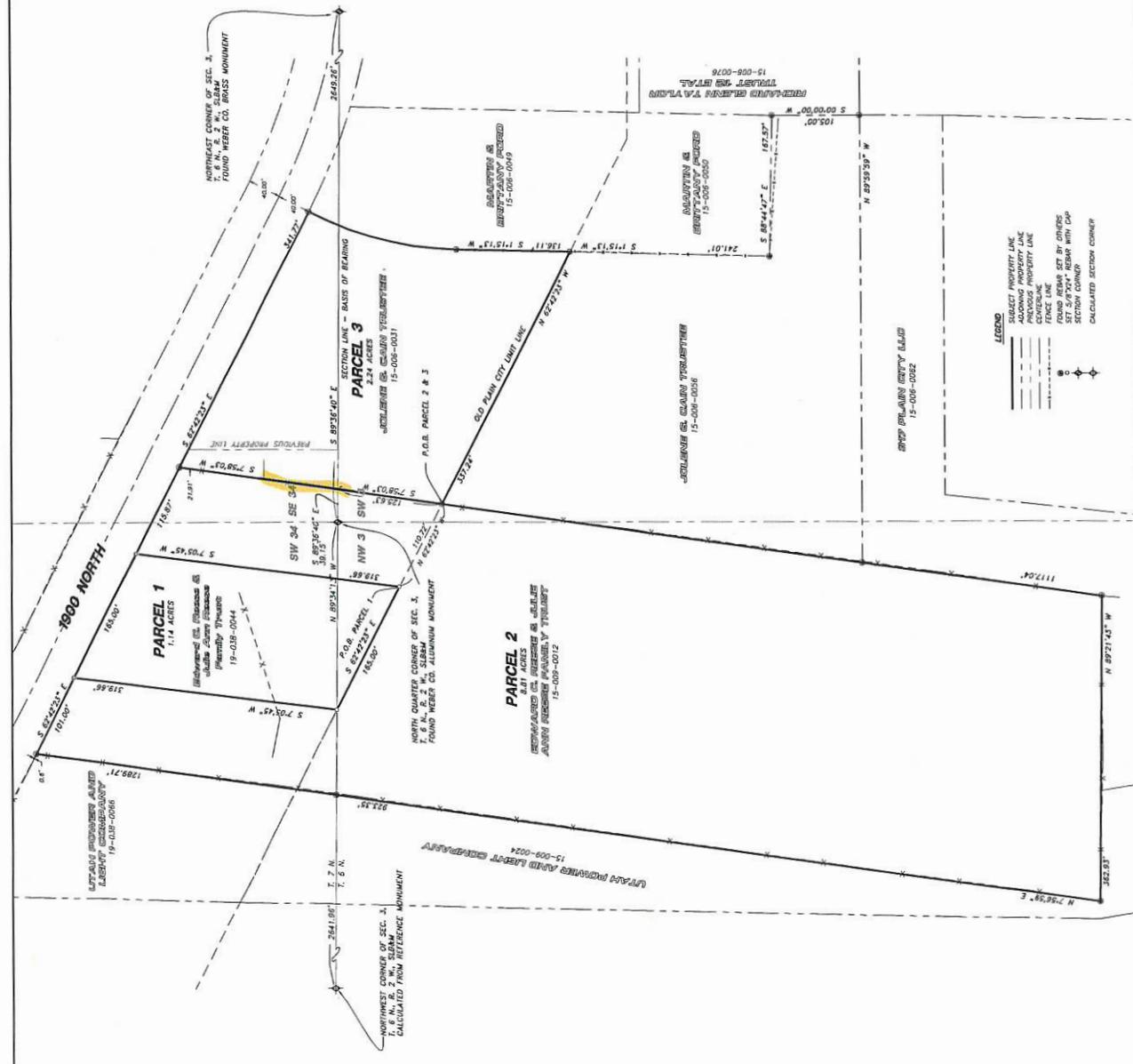
HANSEN & ASSOCIATES, INC.
335 North Main Street, Brigham City, Utah 84302
801-733-4241
www.hanseninc.com

PARCEL 1 BOUNDARY DESCRIPTION
A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 2 WEST AND THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.
BEGINNING AT A POINT ON THE OLD PLAIN CITY LIMIT LINE, LOCATED 62.42 FEET NORTH 82°24'45" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER AND 74.89 FEET SOUTH 07°05'45" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 34;
RUNNING THENCE ALONG SAID OLD PLAIN CITY LIMIT LINE NORTH 82°24'45" WEST 165.00 FEET; THENCE ALONG SAID OLD PLAIN CITY LIMIT LINE SOUTH 82°24'45" WEST 165.00 FEET; THENCE SOUTH 07°05'45" WEST 318.66 FEET TO THE POINT OF BEGINNING, CONTAINING 48.50 SQUARE FEET OR 1.14 ACRES.

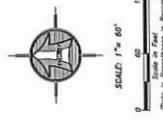
PARCEL 2 BOUNDARY DESCRIPTION
A PART OF THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 2 WEST AND THE SOUTHWEST AND SOUTHWEST QUARTERS OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.
BEGINNING AT A POINT ON THE OLD PLAIN CITY LIMIT LINE, POINT ALSO BEING ON AN EXISTING FENCE LINE, LOCATED 124.61 FEET SOUTH 07°38'03" WEST FROM THE NORTH QUARTER CORNER OF SAID QUARTER AND 124.61 FEET SOUTH 07°38'03" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 34;
RUNNING THENCE ALONG SAID EXISTING FENCE LINE THE FOLLOWING THREE (3) COURSES: (1) SOUTH 82°24'45" WEST 165.00 FEET; (2) SOUTH 82°24'45" WEST 165.00 FEET; (3) SOUTH 82°24'45" WEST 165.00 FEET; THENCE SOUTH 07°05'45" WEST 318.66 FEET TO THE POINT OF BEGINNING, CONTAINING 48.50 SQUARE FEET OR 1.14 ACRES.

PARCEL 3 BOUNDARY DESCRIPTION
A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 2 WEST AND A PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.
BEGINNING AT A POINT ON THE OLD PLAIN CITY LIMIT LINE, POINT ALSO BEING ON AN EXISTING FENCE LINE, LOCATED 124.61 FEET SOUTH 07°38'03" WEST FROM THE NORTH QUARTER CORNER OF SAID QUARTER AND 124.61 FEET SOUTH 07°38'03" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 34;
RUNNING THENCE NORTH 07°38'03" EAST 317.91 FEET ALONG SAID EXISTING FENCE LINE TO THE SOUTH BOUNDARY OF SAID SECTION 34, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 82°24'45" WEST 165.00 FEET; THENCE SOUTH 07°05'45" WEST 318.66 FEET TO THE POINT OF BEGINNING, CONTAINING 48.50 SQUARE FEET OR 1.14 ACRES.

NARRATIVE
THE PURPOSE OF THIS SURVEY WAS TO SET AND SET THE PROPERTY CORNERS OF THE PARCELS AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY PHILLIP REESE, HANSEN & ASSOCIATES, INC. THE EXISTING OLD PLAIN CITY SURVEY ADMINISTRATION SUBDIVISION RECORDS, TEN, P.M., S.E.B.M.
THE OLD PLAIN CITY LIMIT LINE WAS DETERMINED FROM MATCH CIVIL ANNOTATION PLAT, SHEET 2, ENTRY NO. 2391365, AS BEING 340.00 FEET FROM THE CENTERLINE OF 1975 NORTH STREET. THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION WHICH BEARS SOUTH 89°38'40" EAST, UTM NORTH, STATE PLANE, CALCULATED HAZELDEN BEARING.



SURVEYOR'S CERTIFICATE
I, Phillip Reese, do hereby certify that I am a Registered Professional Land Surveyor in the State of Utah, License No. 167819. I have personally supervised and completed a survey of the property described on these plat and by the authority of the owner, I have completed a survey of the property described and shown herein this plat in accordance with Section 17-2-13 and have verified the accuracy of the measurements thereon. I have also verified the measurements thereon and placed on the plat herein.
Signed this _____ day of _____, 2026.
K. Greg Hansen, P.E.
Utah Land Surveyor License No. 167819



- LEGEND**
- SUBJECT PROPERTY LINE
 - ADJOINING PROPERTY LINE
 - PROPERTY LINE
 - CENTERLINE
 - FENCE LINE
 - SET 5/8\"/>
 - SECTION CORNER
 - CALCULATED SECTION CORNER

Boundary line adj. Center lot 165 x 264 = 43,560 / 1 acre. Roll east and west in to parcel 2

UTAH POWER AND LIGHT COMPANY
19-038-0066

101'

1900 NORTH

PARCEL 1
2.68 ACRES

165'

EDWARD C. REESE & JULIE ANN REESE FAMILY TRUST
19-038-0044

19-038-0044
Parcel 1

15-009-0012

115'

S 7°58'03" W

PARCEL
2.24 AC.

NORTH QUARTER CORNER OF SEC. 3, T. 6 N., R. 2 W., SLB&M WEBER CO. ALUMINUM MONUMENT

S 89°36'40" E

SECTION L

JOLENE G. CAIN
15-006-00

N 89°34'13" W

15-009-0012

100.94'
N 89°36'44" W

15-009-0012
PARCEL 2
7.26 ACRES

P.O.B.

N 62°42'23" W

337.24'

OLD PLAIN CITY LIMIT L

MENT

UTAH POWER AND LIGHT COMPANY
15-009-0024

EDWARD C. REESE & JULIE ANN REESE FAMILY TRUST
15-009-0012

PARCEL 4
3.73 ACRES

JOLENE G. CAIN TRUST
15-006-0066

S 7°58'03" W

509.18'

BASE LINE DATA

Zoning Amendment Application

Location of Property North plain city road

Land Serial Number(s) 190220001

Request from Zone RE 18.5-20 to Zone RE 15 18.5

FEE: \$200.00 Date paid 12-29-25 Receipt # 2038807

*Property Owner Andrew Greenwood

Phone _____ Fax _____

Mailing Address _____ Zip _____

Developer/Agent Thomas Lee and Jason Green

Phone 801-829-8880 Fax _____

Mailing Address 2992 w 1400 s Zip 84401

E-Mail Address greenbeltcontractors@gmail.com

LEGAL DESCRIPTION: Please Attach
TOTAL AREA — Acres or Square Feet: 3.56 acres

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

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

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) SS
COUNTY OF WEBER)

see copy next page

I (_____, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff have indicated they are available to assist me in making this application.

(Property Owner)

(Property Owner)

Subscribed and sworn to me this _____ day of _____ 20 _____

(Notary)
Residing in Weber County, Utah

My commission expires: _____

AGENT AUTHORIZATION

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Agent)

(Property Owner)

Dated this _____ day of _____, 20 _____, personally appeared before me _____, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.

(Notary)
Residing in Weber County, Utah

My commission expires: _____

Andrew James Greenwood
182 S Highway 89
North Salt Lake, UT 84054

To Whom it may concern:

Jason Green and Thomas Lee have permission to take the below referenced property through zoning change with Plain City.

Serial No. 19-022-0012

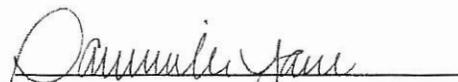
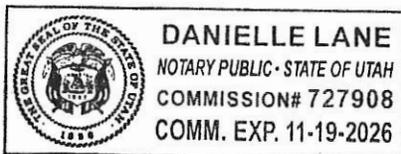
PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT NORTH 88°43' WEST 434.56 FEET AND SOUTH 11°46' EAST 642.86 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 27, SAID POINT ALSO BEING ON THE CORPORATE LIMITS LINE OF PLAIN CITY, AND RUNNING THENCE SOUTH 11°46' EAST 374.28 FEET TO THE NORTH LINE OF NORTH PLAIN CITY ROAD, THENCE SOUTH 30°12' WEST ALONG SAID NORTH LINE 123.00 FEET, THENCE NORTH 59°48' WEST 70 FEET, THENCE NORTH 18°17' WEST 307.17 FEET TO SAID CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTH 30°12' EAST 170.09 FEET ALONG SAID CORPORATE LIMITS LINE, THENCE SOUTH 86°53' EAST 57.35 FEET ALONG SAID CORPORATE LIMITS LINE TO THE POINT OF BEGINNING.

STATE OF UTAH)
) ss
COUNTY OF DAVIS)



Andrew James Greenwood

On the 1st day of December, 2025, personally appeared before me, **Andrew James Greenwood**, the signer of the within instrument, who duly acknowledged to me that they executed the same.



NOTARY PUBLIC



1 REFERENCE PLAN - LEVEL 1
1" = 100'

**GREEN SPRINGS
 DEVELOPMENT**
 PLAIN CITY, UT

STAMP

REVISION NO.	DESCRIPTION	DATE

DATE
10/30/2025
 ISSUE

SHEET TITLE
SITE PLAN

SHEET NO.
AS100

SITE PLAN APPLICATION FOR PLAIN CITY
(New Construction)

What is being proposed Community Clubhouse Zone _____ Date Submitted 2-17-26

Address of Location Appx. 3410 West 2900 North

Contact Name Jon Southern Email: jons@hamlethomes.com Ph 801-310-7239 Fax # _____

Company Name Brynlee Acres SF, LLC Address 84 West 4800 South, Suite #200, Murray, Utah, 84107 Ph 801-281-2223 Fax# _____

Surveyor's Name N/A Address _____ Ph _____

Engineer's Name Focus Engineering Address 6949 S. High Tech Drive, Midvale, Utah Ph 801-352-0075

Mark the following if applicable:

Secondary Water Available? Yes Type Pineview Water Ph 801-621-6555

Culinary Water Available? Yes Type Bona Vista Water Ph 801-621-0470

Sewer Connection Availbale? Yes Contact Plain City

Septic System Appears Feasible? N/A Contact _____

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

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

None

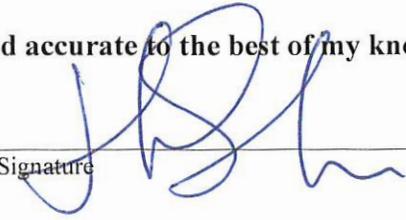
Describe history of parcel being submitted for a site plan, approximate dates and acreage of past land divisions:

Part of the Brynlee Acres Community (Plat recorded 8/11/25), Raw land prior to that.

The completed application and supporting documents need to be submitted at least 30 days prior to the Planning Commission Meetings on the 2nd and 4th Thursdays of the month.

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

Date 2/16/2026

Signature  Type text here

Office Use Only
Site Plan Fee: 200.00

Date Paid: 2-17-26

No. of copies: _____

2038999

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER) Salt Lake

I (we), Jon Southern, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Plain City Planning staff have indicated they are available to assist me in making this application.

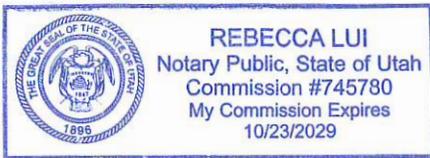
[Signature]

(Property Owner)

Brynlee Acres SF, LLC, Jon Southern, COO of Hamlet Homes, Managing Member of Brynlee Acres

(Property Owner)

Subscribed and sworn to me this 16th day of February, 2026.



[Signature]

(Notary) Salt Lake
Residing in Weber County, Utah

My commission expires: 10/23/2029

AGENT AUTHORIZATION

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Agent)

(Property Owner)

Dated this _____ day of _____, 20____, personally appeared before me _____, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.

(Notary)
Residing in Weber County, Utah
My commission expires: _____

**PLAIN CITY
NON-RESIDENTIAL SITE PLAN CHECKLIST**

The following checklist is a summary of the requirements for approval of non-subdivision and/or non-residential site plans for Plain City. Detailed requirements are described in Plain City Code, Zoning and Subdivision Ordinance. In case of a discrepancy, the detailed ordinance requirements will govern. Incomplete submittals will not be reviewed or forwarded to the Planning Commission.

- ✓1. One (1) copy of all required supporting documents and application fees shall be submitted.
- ✓2. An exact copy of a certificate from a title insurance company or attorney which shall set for the names of all property owners included in the plat and shall include a list of all mortgages, judgements, liens, easements, contracts and agreements of record in the County which shall affect the property covered by such plats. If the opinion of title discloses any of the above, then at the option of the City Council the holders or owners of such mortgages, judgements, liens, easements, contracts, or agreements shall be required to join in and approve the application before the Plat shall be acted upon by the Planning Commission.
- 3. Traffic Impact Analysis, when required by the City Engineer.
- ✓4. The original Site Plan drawing and seven (7) 24"X36" and one (1) 11"X17" copy of the site plan along with three (3) 24"X36" and one (1) 11"X17" copy of the construction drawings, of such quality and resolution that all detail in the drawing is readily discernible, shall be submitted at the time of submittal of the final plat.

SEE BA.
PLAT

Site Plan Drawing Requirements (If pertains to the Site Plan):

- ✓ Name, address, and telephone number of owner and engineer.
- ✓ True north arrow, name of municipality, section, township and range, and date.
- ✓ Vicinity map showing the proposed site's location in the City. *IN BRYNLEE ACRES*
- ✓ Names of neighboring subdivisions, owners or abutting properties, and City streets. This should include an area not less than 100 feet beyond the boundaries of the proposed development. Included in Brynlee Acres Subdivision. Wholly owned by Brynlee Acres SF, LLC.
- Tie to all controlling survey corners or monumentation.
- ✓ Lot line dimensions.
- ✓ Tabulation Table in the following format:

	Square Footage	Acreage	Percent of Total
Total Area			100
Total Building Area			
Total Impervious Area			
Total Landscaped Area			
Total Number of Parking Spaces:		14	

- ✓ Streets: Names and locations of fronting streets and dimensions of public streets, private streets, and driveways.
- ✓ Buildings: Footprints of existing and proposed buildings and structures including a notation of each building's main floor finished floor height above grade.
- ✓ Building elevation: show height dimension & types of materials proposed. *OH BBA PLANS*
- ✓ Sewer & Water: Location and size of existing and proposed sewer lines and manholes, storm drains and manholes, water supply main valves, water lines, culverts, etc.

- Fire protection: existing and proposed fire protection devices within the tract and within 200 feet of the boundaries of the proposed development. Identify required fire department apparatus access roads and proposed fire hydrant locations, as well as UBC specified construction type. *HYDRANTS PER BA IMP. PLAT*
- NA* Drive accesses: location and dimensions & distances to property lines of existing and proposed.
- Curbs, gutters, and sidewalks: location of existing and proposed.
- Parking spaces: 9'X18' minimum; locations, dimensions & number of spaces. Including parking stalls for Americans with Disabilities I.A.W. ANSI A117-1992. Minimum Van size: 16 feet wide by 18 feet long, one required. Minimum for all other ADA stalls: 13'X18'.
- Fences: locations, heights, & types of materials of existing and proposed.
- Signs: location and description (dimensions, distance to property lines, and type of lighting (direct or indirect) of existing and proposed signs.
- NA* Loading areas. *NA*
- Solid Waste disposal: show location and enclose with sight obscuring fence.
- NA* Exterior display areas.
- NA* Exterior storage areas.
- Exterior Lighting: location and type. *ON BLUE PLAT*

- 5. Grading and Drainage Plan in accordance with Chapter 11-5-4 of the Subdivision Ordinance including contour map drawn at 1-foot intervals and enough elevation data to show existing and proposed grades & location & type of inlet boxes, etc. To be approved by the City Engineer prior to Planning Commission review.
- 6. Landscape plan: detailed with specific types and locations; underground, automatic sprinkling system required; required trees.
- NA* 7. Traffic Circulation Plan.
- NA* 8. Signed easements and/or agreements with adjacent property owners for necessary off-site facilities or other matters pertinent to the subdivision, if not already submitted.
- BA PLAT* 9. Letter of Final Approval for culinary water from Bona Vista Water Improvement District (or applicable culinary water district).
- BA PLAT* 10. Letter of Final Approval for secondary water from Weber Box Elder Water (or applicable secondary water purveyor). Note: A letter of "conditional" final approval may be submitted at this stage of the process. However, the Final Plat shall not be signed by the City Engineer until a Letter of Final Approval is received.
- BA PLAT* 11. Letter from each other utility company included stating that they have reviewed the plan and are setting forth their comments concerning the extent of services and the design of utility easements.
- NA* 12. For developments with any boundary shared with a Utah Department of Transportation (UDOT) road, submit written evidences that UDOT has reviewed the development plans and is in agreement with the proposed plan. Approval of the State Right of Way Engineer must be obtained for items such as location of curb, gutter, and sidewalk, location and number of curb entrances, turning and deceleration lanes, land striping, etc. On City streets, the approval for location and number of curb entrances must be received from the City Engineer.

BA PLAN
Requirements
Applicant

13. Storm Water Pollution Prevention Plan.
As required by laws of the State of Utah, submit a Storm Water Pollution Prevention Plan for each project and copies of State Permit received.
14. Any other information as may be useful or necessary for the meaningful review of the project. Additional information may be requested based on the nature of the project or the site.

SITE PLAN REVIEW PROCESS

GENERAL REQUIREMENTS

Any required subdivision relative to the site plan must be approved prior to the submission of a non-residential site plan. A review of the drawings and supporting documents will be completed to determine conformance with the City's General Plan and Zoning Ordinance Requirements.

TIMING AND SCHEDULING

It is not unusual in most communities for the site plan review and approval process to take several months. The same may also be true for Plain City, depending upon the challenges association with the proposed site plan and the number of entities involved in the review and approval process. The best way to keep the schedule to a minimum is to provide complete submittals in accordance with application and submittal milestones. Those milestones are described in detail in the paragraph below and are summarized here for your convenience.

NOTE: The Site Plan Review and approval is done by the Commission unless there is an appeal to the City Council.

Site Plan Submittal

- ❖ **Complete plat submittal - at least 30 days prior to the Planning Commission meeting on the second Thursday of the month.** (Note: This will result in the applicant being added to the Planning Commission's agenda. The Planning Commission may limit the number of items on an upcoming agenda. This is done on a first come, first serve basis.)