


----- GENERAL INFORMATION -----

Name of Proposed Subdivision: Legacy Heights

County Tax Parcel Number: 240500021. Also part f 240500062 and 240500053

Current Zoning of Property: RE 15 11 Lots

Filing Fee 2000
Subdivision 55000



PLAIN CITY

THIS BOX IS FOR OFFICIAL USE ONLY:

Date Received: 1-14-24

Receipt #: 2038881

Amount Paid: 2,081.00

----- CONTACT INFORMATION -----

Engineer - 1,331.00

<p align="center">Applicant Information</p> <p>Name: <u>Craig Jensen</u></p> <p>Phone: <u>801-698-7180</u></p> <p>Email: <u>crjensen82@yahoo.com</u></p>	<p align="center">Property Owner #1 Information</p> <p>Name: <u>Deep Roots Investments LLC</u></p> <p>Phone: <u>801698-7180</u></p> <p>Email: <u>crjensen82@yahoo.com</u></p>
<p align="center">Property Owner #2 Information (If Applicable)</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p align="center">Name of Intended Escrow Holder</p> <p>Name: _____</p> <p>Phone: _____</p> <p>Email: _____</p>
<p>Surveyor's Name <u>Tyler Nielson</u> Email <u>tyler@gecivil.com</u> Phone# <u>OFF 801-416-0202 cell 801-391-8336</u></p> <p>Engineer's Name <u>Tyler Nielson</u> Email <u>tyler@gecivil.com</u> Phone# <u>off 801-476-020 cell 801-391-8336</u></p>	

If the property to be subdivided has more than two owners, attach supplemental information for remaining owners.

----- FINAL DOCUMENT CHECKLIST -----

- 1 **An approved land use application** that describes how the property will be used after it is subdivided. This land use application must include an approved conditional use permit, an approved variance, or citations to specific municipal ordinances that permit the intended use.
- 2 **A plat**, drawn to scale, in detail, and in accordance with generally accepted surveying standards and the acceptable filing standards of the County Recorder's Office. The plat must include:
 - a The proposed name and general location of the subdivision, in bold letters at the top of the plat. The proposed subdivision name must be distinct from any subdivision name on a plat recorded in the County Recorder's office.
 - b The boundaries, course, numbering, and dimensions of all proposed parcels. All lots should be consecutively numbered.
 - c The lot or unit reference; block or building reference; street or site address; street name or coordinate address; acreage or square footage for all parcels, units, or lots; and length and width of the blocks and lots intended for sale.

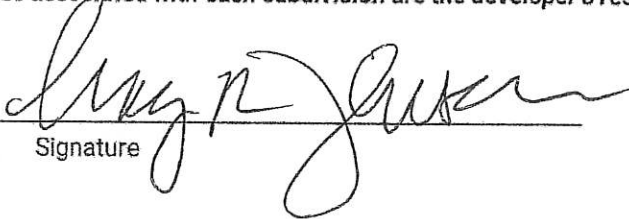
- a _____ One copy of the plat drawn on Mylar for signing and recording and seven 11" x 17" printed copies for the City's use in the review process.
- b _____ Seven sets of two 11" x 17" aerial maps: one map showing a close up of the proposed subdivision (with legend included) and the second map showing the area approximately 1,000 feet around the boundaries of the subdivision in all directions.
- c X Digital versions of the plat and the areal maps.
- d X An electronic copy of all plans in PDF format.
- 9 X **Payment of the subdivision application fee and any other application-processing fees described in the City's fee schedule.**

**PLAIN CITY
DEVELOPMENT REVIEW AND SUBDIVISION INSPECTION FEE SCHEDULE**

A. SERVICE (REVIEW) FEES

- | | |
|-----------------------|---|
| 1. Subdivision Filing | \$200.00 plus \$50.00 per lot |
| 2. Engineering | \$121.00 per lot
Developer will be responsible for all engineering fees above those paid at filing. |
| 3. Planner Fees | Developer is responsible for all planner review fees (over one hour) incurred on behalf of the subdivision. |
| 4. Legal Fees | Developer is responsible for all legal review fees (over one hour) incurred on behalf of the subdivision. |

All submittals will be assessed a review fee on an hourly basis at the non-negotiable hourly rate of the City Engineer. Review costs can be kept to a minimum if the engineer for the developer is thorough in the original plat and plan preparation, is thoroughly familiar with the subdivision ordinance and associated checklist, and is responsive to the review comments. All review costs associated with each subdivision shall be paid in full prior to final approval by the governing body. **All engineering fees associated with each subdivision are the developer's responsibility to pay in full.**

1-14-24 
Date Signature

B. USER FEES:

- | | |
|--|------------------------------|
| 1. General Plan Amendment Request | \$200.00 |
| 2. Rezone Request | \$200.00 |
| 3. Conditional Use Permit | \$200.00 |
| 4. Request to Appear Before Appeal Board | \$200.00 |
| 5. Request for Annexation | \$1000.00 |
| 6. Copies | \$0.15 per copy (8 1/2 X 11) |

General plan and zoning maps are online at www.plaincityutah.org

APPLICANT'S AFFIDAVIT – SUBDIVISION APPLICATION

Name of Proposed Subdivision: Legacy Heights

County Tax Parcel Number of Property to Be Subdivided: 240500021 and part of 240500062, 240500053

I, Craig Jensen (applicant/agent name), certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Plain City may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Plain City Subdivision Ordinance and that items and checklists contained in this application are basic and to the minimum requirements only and that other requirements may be imposed to ensure compliance with municipal ordinances and approved standards and specifications. Additionally, I agree to pay all fees associated with this application, as set by the currently adopted Plain City Consolidated Fee Schedule.

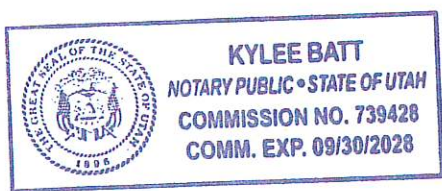
Signed:

Craig Jensen *Craig Jensen* January 14, 2026
Applicant/Agent Date

Subscribed and sworn to before me:

Kylee Batt January 14, 2026
Notary Public Date


Notary Seal:





Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: March 12, 2026

Subject: Legacy Heights Subdivision, 2nd Plan Review

I have reviewed the revised plans for the proposed Legacy Heights Subdivision in Plain City. It appears that the review comments on my previous review memorandum have been adequately addressed. I recommend this development be approved.

If you have any questions, feel free to contact me.

Zoning Overlay Application

Circle One: Mixed Use Overlay Senior Overlay **Residential Overlay with Public Amenities**

Location of Property Approx 2500 N 5100 WLand Serial Number(s) 19-031-0006, 19-034-0005, 19-034-0006, 19-034-0008, 19-027-002619-027-0024, 19-034-0001Request from Zone RE18.5 to Zone Residential OverlayFEE: \$500.00 Date paid 5-14-25 Receipt # _____*Property Owner Winegar Trust & Western Basin Land and Live Stock

Phone _____ Fax _____ Email _____

Mailing Address 71 E 2600 N #A North Ogden UT Zip 84414
5238 W 2150 N Plain City, UT 84404Developer/Agent David Pitcher / Ophir Mountain LLCPhone 661-865-2945 Fax _____ Email clearcreekdevelopment@yahoo.comMailing Address 4474 N Heather Meadows Dr. Zip 84050**LEGAL DESCRIPTION: Please Attach**TOTAL AREA – Acres or Square Feet: 84.4 see attached map

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), Wendell T Winegar Marital QTIP Trust, 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.

~~Wende~~ Elaine Winegar
 executor

Elaine Winegar
 (Property Owner)

(Property Owner)

Subscribed and sworn to me this 14th day of May, 2005.



Stacy Adams
 (Notary)

Residing in Weber County, Utah

My commission expires: 9.10.2008

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: _____

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), Western Basin Land & Livestock ^{By: Amy Roskelly} 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
(Property Owner)
By: Amy Roskelly
(Property Owner)

Subscribed and sworn to me this 20th day of May, 2025.

Stacy Adams
(Notary)
Residing in Weber County, Utah



My commission expires: 9.10.2028

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: _____

Zoning Amendment ApplicationLocation of Property 5500 W. 2050 N. Plain City, Utah 84404Land Serial Number(s) PARCEL# 190290031Request from Zone A1 to Zone RE30FEE: \$200.00 Date paid 3-5-20 Receipt # 2039045*Property Owner Susan Stewart Living Trust

Phone _____ Fax _____

Mailing Address 2627 S. 1175 W. Syracuse Zip 84075Developer/Agent CARSON JONESPhone 801-941-2018 Fax _____Mailing Address 905 24th St. ste. 2 Zip 84401E-Mail Address carson.jones@bbjrei.com**LEGAL DESCRIPTION: Please Attach**TOTAL AREA – Acres or Square Feet: 34.060

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

Legal Description

PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: COMMENCING AT A POINT IN THE CENTER OF COUNTY ROAD 4060 FEET SOUTH AND SOUTH 89°55' EAST 1178.97 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 31; RUNNING THENCE SOUTH 89°55' EAST 1370.48 FEET ALONG CENTER OF SAID ROAD; THENCE NORTH 9°00' EAST 422 FEET; THENCE NORTH 7°11' EAST 612 FEET; THENCE NORTH 88°25' WEST 1503.33 FEET, THENCE SOUTH 02°28'22" WEST 1078.39 FEET TO THE POINT OF BEGINNING.

Plain City Planning Commission

4160 W 2200 N

Plain City, UT 84404 Subject: Narrative Letter for Rezone Request – Parcel 190-290-031, 38 Acres (A-1 → RE-30)

Dear Planning Commission Members,

On behalf of the property owners, we respectfully request the rezoning of approximately 38 acres located at 5500 West 2050 North, Plain City from A-1 (Agricultural) to RE-30 (Residential Estate, 30,000 sq. ft. lots). The intent is to allow a low-density residential subdivision consistent with the city's General Plan and the surrounding development pattern.

1. General Plan Consistency

The Plain City General Plan identifies this area for future low-density residential use. The requested RE-30 zoning supports that goal by encouraging estate-style lots that maintain the community's rural character while allowing responsible growth and infrastructure expansion.

2. Adjacent Land Uses

- North: Predominantly agricultural parcels transitioning toward residential use.
- South: Existing rural residential properties.
- East: Single-family lots and open agricultural land.
- West: Undeveloped agricultural ground.

The RE-30 classification provides a natural buffer between agricultural land and more compact neighborhoods to the east.

3. Population Served

The project will create new housing opportunities for families who desire larger lots and a semi-rural environment while remaining close to Plain City's schools and community amenities.

4. Transportation Impacts

The development will connect to 2050 North and 5500 West, existing collector roads that are part of the city's planned roadway network.

- Internal subdivision streets will meet city standards and be dedicated to the public.

- Each development phase will include appropriate roadway improvements, curb and gutter where required, and pedestrian connectivity.
- Phasing allows traffic growth to remain manageable and coordinated with Plain City's transportation plan.

5. Public Facilities

All required utilities can be extended to serve the site:

- **Water:** Culinary and secondary water lines are available nearby and can be extended in coordination with Plain City Public Works.
- **Sewer:** The city's sewer system can be extended with phased infrastructure improvements.
- **Storm Drainage:** On-site detention basins and storm-drain infrastructure will meet city design standards.
- **Other Services:** Power, gas, and telecommunications are accessible to the property.

Schools and emergency services are within established service areas.

6. Reason for Rezone (A-1 → RE-30)

The change from agricultural (A-1) to residential estate (RE-30) is consistent with the General Plan's goals and currently on the future land use map for:

- Orderly transition of farmland to residential use.
- Preservation of open character through larger lots and landscaped buffers.
- Efficient use of infrastructure by extending existing utilities in a phased, cost-effective manner.
- Balanced growth that meets housing demand while protecting Plain City's rural identity.

7. Development Schedule

The subdivision will be developed in phases over several years. Preliminary engineering and plat design will begin following zoning approval, with the first phase anticipated for construction within the next planning cycle.

We appreciate your time and consideration of this request and believe the proposed rezone reflects Plain City's vision for thoughtful, well-planned growth.

Sincerely,

Carson Jones/BBJREI

PROPERTY OWNER

Florida
STATE OF UTAH)
Palm Beach
COUNTY OF WEBER)

I (we), Susan Stewart Trust, 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.

Susan Stewart
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 12th day of November, 2025.



Katherine P. Laurent
(Notary) Palm Beach
Residing in Weber County, Utah - Florida

My commission expires: Aug 3, 2028

AGENT AUTHORIZATION

I (we), Susan Stewart Trust, 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.

Carson G. J.
(Agent)

Susan Stewart
(Property Owner)

(Property Owner)

Dated this 12th day of November, 2025, personally appeared before me Susan Stewart, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.



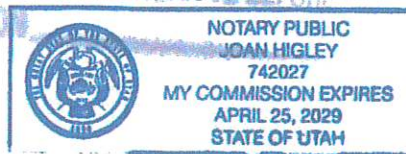
Katherine P. Laurent
(Notary) Palm Beach, FL
Residing in Weber County, Utah

My commission expires: Aug 3, 2028

SCRIBED AND SWORN TO BEFORE
ME ON 12/2/2025

Joan Higley

SCRIBED AND SWORN TO BEFORE
ME ON

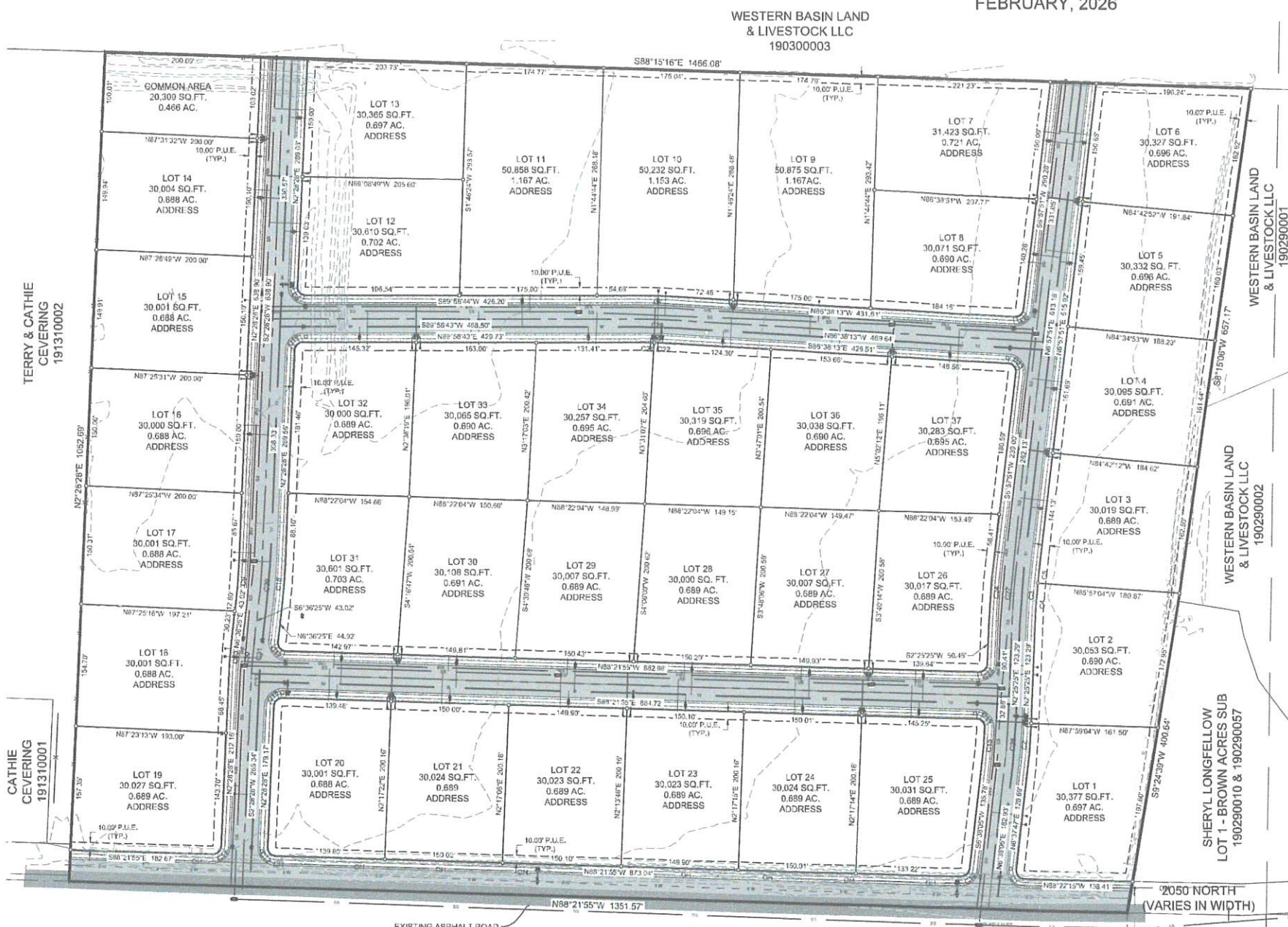


STEWART SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 31,
TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,
PLAIN CITY, WEBER COUNTY, UTAH
FEBRUARY, 2026

BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 7 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT AT THE CENTER OF EXISTING ROAD 2050 NORTH, SAID POINT BEING LOCATED NORTH 85°43'32" WEST 169.99 FEET ALONG THE SOUTH SECTION LINE OF SAID SOUTHWEST QUARTER SECTION AND NORTH 00°00'00" 1044.24 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; RUNNING THENCE ALONG THE CENTER OF SAID ROAD NORTH 88°21'55" WEST 1351.57 FEET; TO A POINT AT THE EXTENSION OF THE EAST LINE OF THE ROPER ALLEY ESTATE SUBDIVISION; THENCE ALONG SAID SUBDIVISION LINE AND ITS EXTENSION NORTH 02°28'28" EAST 1052.59 FEET TO A POINT ON AN EXISTING FENCE LINE AND THE SOUTH BOUNDARY LINE OF THE PARCEL CURRENTLY KNOWN UNDER PARCEL ID 10300003, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID ROPER ALLEY ESTATE SUBDIVISION; THENCE ALONG SAID FENCE LINE AND SAID SOUTH BOUNDARY LINE SOUTH 88°15'16" EAST 1466.08 FEET; THENCE SOUTH 08°15'06" WEST 657.17 FEET TO A POINT ON THE WEST SUBDIVISION LINE OF BROWN ACRES SUBDIVISION; THENCE ALONG SAID SUBDIVISION LINE AND ITS EXTENSION SOUTH 09°24'39" WEST 400.64 FEET TO THE POINT OF BEGINNING, CONTAINING 1,483,670 SQUARE FEET OR 34.060 ACRES.



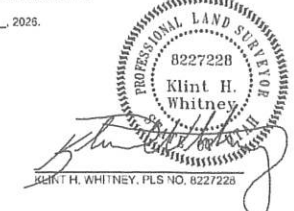
VICINITY MAP
NOT TO SCALE



SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 56, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAN, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS STEWART SUBDIVISION IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2026.



OWNER'S DEDICATION

I, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAN AND NAME SAID TRACT:

STEWART SUBDIVISION

AND HEREBY DEDICATE, GRANT AND CONVEY TO PLAIN CITY, WEBER COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAN AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY PLAIN CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS _____ DAY OF _____, 2026.

SUSAN STEWART LIVING TRUST, DATED SEPTEMBER 29, 2004

BY: _____ - TRUSTEE

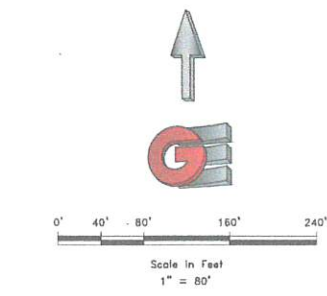
ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF WEBER)

On this _____ day of _____, 20____, personally appeared before me _____ whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn affirmed, did say that he/she is the TRUSTEE of the SUSAN STEWART LIVING TRUST, DATED SEPTEMBER 29, 2004, and that said document was signed by him/her in behalf of said TRUST, and said _____ acknowledged to me that said TRUST executed the same.

STAMP

NOTARY PUBLIC



LEGEND

- WEBER COUNTY MONUMENT AS NOTED
- SET 2" REBAR AND CAP MARKED GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PARCEL
- SECTION LINE
- EASEMENT
- EXISTING FENCE LINE
- EXISTING CONTOURS

NOTES

- PLAIN CITY ZONE (RE-20) CURRENT YARD SETBACKS: FRONT - 30 FEET / 10 FEET MINIMUM WITH A TOTAL OF 24 FEET / REAR - 30 FEET
 - SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FEMA MAP NO. 49057C0186F WITH AN EFFECTIVE DATE OF NOVEMBER 30, 2023.
- AGRICULTURAL NOTE:
AGRICULTURE IS THE PREFERRED USE IN THE AGRICULTURE ZONES. AGRICULTURE OPERATIONS AS SPECIFIED IN THE ZONING ORDINANCE FOR A PARTICULAR ZONE ARE PERMITTED AT ANY TIME INCLUDING THE OPERATION OF FARM MACHINERY AND NO ALLOWED AGRICULTURE USE SHALL BE SUBJECT TO RESTRICTION ON THAT IT INTERFERES WITH ACTIVITIES OF FUTURE RESIDENTS OF THIS SUBDIVISION.

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE A SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY CARSON JONES, THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 31, WHICH BEARS NORTH 85°43'32" WEST, WEBER COUNTY, UTAH NORTH, NAD 83 STATE PLANE GRID BEARING.

PLAIN CITY ATTORNEY I HAVE EXAMINED THE FOREGOING PLAN AND DESCRIPTION OF STEWART SUBDIVISION AND IN MY OPINION, THEY CONFORM WITH THE CITY ORDINANCES APPLICABLE THERETO AND NOW IN FORCE AND EFFECT. SIGNED THIS _____ DAY OF _____, 2026. PLAIN CITY ATTORNEY	PLAIN CITY ENGINEER I HEREBY CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES PREREQUISITE TO CITY ENGINEER APPROVAL OF THE FOREGOING PLAN AND DEDICATIONS HAVE BEEN COMPLIED WITH. SIGNED THIS _____ DAY OF _____, 2026. PLAIN CITY ENGINEER	PLAIN CITY APPROVAL AND ACCEPTANCE THIS IS TO CERTIFY THAT THIS PLAN AND THE DEDICATION OF THIS PLAN, ALONG WITH THE DEDICATION OF ALL STREETS, EASEMENTS AND PUBLIC IMPROVEMENTS GUARANTEE WERE DULY APPROVED AND ACCEPTED BY THE CITY COUNCIL AND MAYOR OF PLAIN CITY, UTAH. SIGNED THIS _____ DAY OF _____, 2026. BY: _____ NAME/TITLE ATTEST: _____ CITY RECORDER	PLAIN CITY PLANNING COMMISSION THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS DULY APPROVED BY THE PLAIN CITY PLANNING COMMISSION. SIGNED THIS _____ DAY OF _____, 2026. CHAIRMAN, PLAIN CITY PLANNING COMMISSION
--	--	--	---

DEVELOPER: BLACKBURN JONES CARSON JONES 905 EAST 24TH STREET OGDEN, UTAH 801-841-2018	S1 1	COUNTY RECORDER
		ENTRY NO. _____ FEE PAID _____ FILED FOR AND RECORDED _____ AT _____ IN BOOK _____ OF OFFICIAL _____ RECORDS, PAGE _____ RECORDED _____ FOR _____ COUNTY RECORDER BY: _____
GARDNER ENGINEERING CIVIL • LAND PLANNING MUNICIPAL • LAND SURVEYING 1590 W 2100S, WEST HAVEN, UT 84401 P 801.476.0202 F 801.476.0066		

Brawden Hess

I'm considering a 4-lot residential subdivision on a 2-acre parcel off 2050 N (parcel # 19-037-0102). I'd like to schedule a free pre-application meeting to discuss concept, zoning compliance, required improvements for the short cul-de-sac extension, and the completion assurance/bond process. I want to confirm zoning for the number of lots allowed on this 2 acre parcel, improvement plans, geotech needs, stormwater/drainage, fire access, utility extensions (water/sewer from existing lines on 2050 N), bond amount estimate, and any red flags (e.g., floodplain, easements, or soil issues).

I made two maps:

1. RE-15 lots (that's what the Future Use map looks like to me on the map you sent me)
2. RE-18.5 lots (I accidentally made the lots 20K sqft. The lot sizes could easily be adjusted to meet the 18.5, but this gives them an idea).

S.E. 1/4
SECTION 34, T.7N.,R.2W., S.L.B.&M.

PREFIX: 19-037

IN WEBER COUNTY & PLAIN CITY

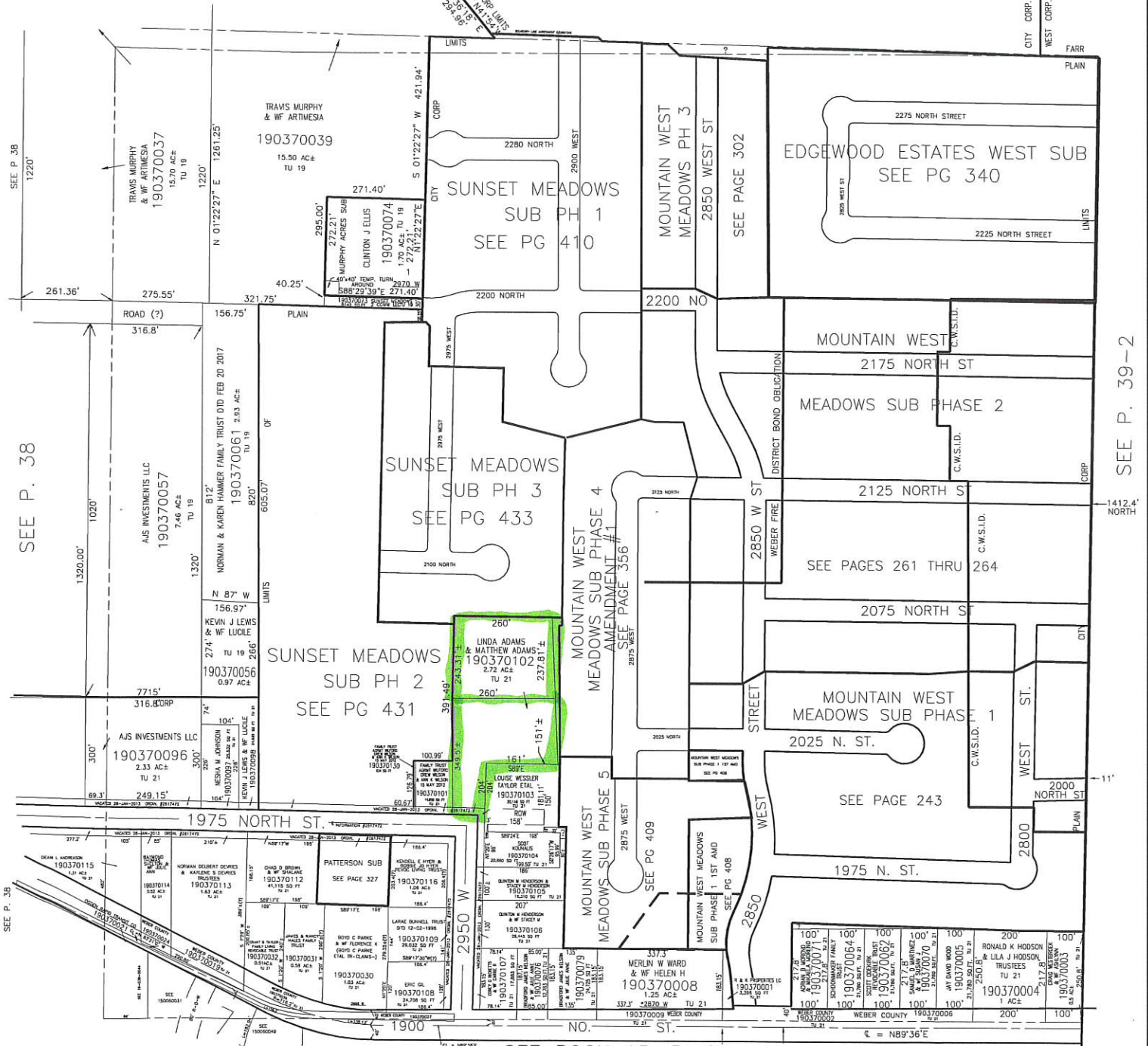
SCALE 1" = 200'

SEE P. 36

TAXING UNIT: 19,21,434

PLAIN CITY CORP. LIMITS
S. 35° 35' 15" E 151.12' L. 121.12' L. 224.96'

CITY CORP. LIMITS
WEST CORP. LIMITS
FARR PLAIN LIMITS



SEE P. 38

SEE P. 36

SEE P. 39-2

SEE BOOK 15, P. 6

FOR TAX PURPOSES ONLY



20,004.7sq ft
579.5'

20,027.7sq ft
570.1'

20,027.2sq ft
580.6'

20,251.8sq ft
570.9'

15,073sq ft
520.6'

2949

Silver Wolf Rd



Weber County Geo-Gizmo

Find address or place



23,031.8sq ft
487.4'
36.4' 18.5'

15,938.9sq ft
308.9'
148.9'

15,346.2sq ft
512.7'
112.7' 485.2'

15,019.6sq ft
542.3'
140.9'

16,039sq ft
537.3'

15,763.8sq ft
534.3'

2933

2925

2929

2932-07

2945

1103

2900

2930-07

2940

Silver Hill Blvd

112.05141295 Degrees

Mail Recorded Documents to:

The Church of Jesus Christ of Latter-day Saints
Attn: Real Estate Services Division
50 E. North Temple, 12th Floor
Salt Lake City, UT 84150

Tax Parcel No.: 190240084

(Space Above for Recorder's Use Only)

AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN PLAIN CITY, UTAH, AND THE
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
[CHC PN: 502-1933]

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 The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (hereinafter referred to as "Developer"). The City and Developer are collectively referred to as the "Parties" and separately as a "Party."

RECITALS

WHEREAS, Developer owns the Subject Property, defined below;

WHEREAS, Developer has submitted applications to City for site plan approval and a conditional use permit for development of the Subject Property as generally shown on Exhibit A (the "Site Plan");

WHEREAS, the City intends to acquire the Improvement Property, defined below;

WHEREAS, following City's acquisition of the Improvement Property, defined below, Developer has agreed to install certain frontage and related improvements thereon and to maintain the landscaped strip and remove snow from the sidewalk adjacent to the Subject Property, all as more particularly set forth herein;

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; and

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 “City’s Undertakings” shall mean the obligations of the City set forth in Article II. Except where expressly indicated in this Agreement, all provisions of this Agreement shall apply to City and any successor in interest.

1.2 “Developer’s Undertakings” shall have the meaning set forth in Article III. Except where expressly indicated in this Agreement, all provisions of this Agreement shall apply to Developer and any approved successor in interest.

1.3 “Subject Property” shall mean that certain real property located at or near 3691 West North Plain City Road, Plain City, Utah, identified as Tax Parcel Number 190240084.

1.4 “Improvement Property” shall mean the strip of land adjacent to the eastern boundary of the Subject Property along 3650 West which City intends to acquire from its current owner and incorporate into the public right-of-way, as generally shown on Exhibit A.

ARTICLE II CITY’S UNDERTAKINGS

2.1 Acquisition of Improvement Property. Subject to the terms of this Agreement, City shall be responsible for acquiring title to the Improvement Property from its current owner and incorporating the Improvement Property into the City’s public right-of-way via dedication. Developer shall have no obligation to, or on behalf of, the Improvement Property unless and until City provides Developer with written confirmation that City has acquired title to the Improvement Property and dedicated it as a public right-of-way.

2.2 City Development Commitments. In connection with the development of the Subject Property as shown on the Site Plan, City further agrees that:

2.2.1 City shall not require Developer to install a driveway connection onto 3650 West;

2.2.2 City shall not require Developer to modify the previously approved utility connections as a result of this Agreement or City’s acquisition of the Improvement Property;

2.2.3 City shall not require Developer to reapply for Site Plan approval solely as a result of the improvements contemplated by this Agreement; and

2.2.4 Following City’s acquisition of the Improvement Property, City shall not require additional site changes or additional land use approvals for the development of the Subject Property.

ARTICLE III DEVELOPER’S 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 Developer's Right. The Developer shall have the right to develop the Subject Property as a religious meetinghouse site, together with the frontage and related improvements contemplated by this Agreement, generally in the configuration shown on the Site Plan, with access and connections to public roads and rights of way in the locations shown on the Site Plan.

3.2 Site Plan. The Subject Property shall be developed generally in accordance with the Site Plan. The improvements contemplated by this Agreement may be implemented as part of the approved development of the Subject Property, and City shall not require Developer to submit a new Site Plan. Minor modifications consistent with the objectives of this Agreement and City ordinances and regulations may be approved through the City's ordinary review process.

3.3 Site Plan Amendments. The Site Plan may be amended by mutual agreement between the Parties, to the extent that said amendments are consistent with the objectives of this Agreement and the City's ordinances and regulations.

3.4 Improvements. Following Developer's receipt of proper written notice of acquisition of title to the Improvement Property by City and dedication of the Improvement Property as a public right-of-way, Developer shall install, or cause to be installed, the following improvements on the Improvement Property, as generally shown on the Site Plan: (a) sidewalk; (b) curb and gutter; (c) landscaped strip; (d) the fence shown on the Site Plan; and (e) related and incidental work as is reasonably necessary to complete the foregoing improvements.

3.5 Maintenance. After the improvements contemplated above are complete, the owner from time to time of each portion of the Subject Property adjacent to the Improvement Property shall maintain the landscaped strip adjacent to such owner's property and remove snow from the adjacent sidewalk. As of the Effective Date, Developer is the owner of the entire Subject Property and shall perform such obligations until such time as any portion of the Subject Property is conveyed, at which time the maintenance and snow removal obligations applicable to the frontage adjacent to the conveyed parcel shall automatically pass to the new owner.

3.6 Access and License. Following City's acquisition of title to the Improvement Property, City grants to Developer, and to Developer's contractors, agents, successors, and assigns a nonexclusive license to enter onto the Improvement Property for purposes of constructing, installing, maintaining, repairing, replacing, and performing any task reasonably necessary to construct or otherwise perform the improvements and maintenance contemplated above.

3.7 No Ownership Obligation. Nothing in this Agreement shall be construed to require Developer to acquire title to the Improvement Property, nor shall anything in this Agreement be construed to suggest that Developer has any real property interest in the Improvement Property.

3.8 Amendments. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

ARTICLE IV GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

4.1 Issuance of Permits. Developer, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developer's 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 Developer's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits. City shall not require changes to the Site Plan in order to issue a building permit.

4.2 Completion Date. The Developer shall, in good faith, reasonably pursue completion of the development. Each completed portion of the project must meet the requirements of this Agreement.

4.3 Access to the Improvement Property. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Developer and its contractor(s), representatives of City shall have the right of access to the Improvement Property without charges or fees during the period of performance of Developer's Undertakings.

4.4 Federal and State Requirements. If any portion of the Improvement Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Improvement 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 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 reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take commercially reasonable steps to commence the cure or remedy of such default or breach, and shall continue with commercially reasonable efforts to thereafter cure or remedy such default or breach in a timely manner. In case such action is not taken or 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, 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 Developer fails 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 Developer, 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 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.

ARTICLE VI GENERAL PROVISIONS

6.1 Successors and Assigns of Developer. This Agreement shall be binding upon Developer and its successors and assigns, and where the term “Developer” is used in this Agreement it shall mean and include the successors and assigns of Developer. Notwithstanding the foregoing, the maintenance obligations attributed to the owner of the property adjacent to the Improvement Property shall run with the land and shall bind the owner from time to time of the adjacent property, and shall no longer bind Developer once Developer no longer owns the adjacent property.

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 City:

Plain City Corporation
Attn: _____
4160 W 2200 North
Plain City, Utah 84404

To Developer:

The Church of Jesus Christ of Latter-day Saints
Attn: _____

50 East North Temple
Salt Lake City, UT 84150

With a Copy To:

Kirton McConkie
Attn: Ryan Wallace
Kirton McConkie Building
50 E. South Temple, Ste. 400
Salt Lake City, UT 84111

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 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. To the extent allowed under the law City waives any limitations set forth in the Utah Governmental Immunity Act regarding claims that arise from this Agreement.

6.6 City Council Approval and Recording: 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. This Agreement shall be recorded upon approval and execution of this Agreement by the Developer, and the City.

[Signature page to follow]

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.

DEVELOPER:
THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS,
a Utah corporation sole

By: _____

Name: _____

Title: _____

I, _____, being duly sworn, depose and say that I am the _____ of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, the Developer of the property identified in the attached Agreement, and that the statements contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my knowledge.

Subscribed and sworn to before me this ____ day of _____, 2026.

Notary Public

Residing in: _____

My Commission Expires: _____

CITY:
PLAIN CITY CORPORATION,
a municipal corporation of the State of Utah

Jon Beesley, Mayor

ATTEST:

City Recorder

I, Jon Beesley, being duly sworn, depose and say that I am the Mayor of PLAIN CITY, a municipal corporation of the State of Utah, and that the statements contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my knowledge.

Subscribed and sworn to before me this ____ day of _____, 2026.

Notary Public

Residing in: _____

My Commission Expires: _____

EXHIBIT A

(SITE PLAN)

DRAFT