

3/27/26, 11:36 AM

Mail - Diane Hirschi - Outlook



Re: agenda for tonight

From Brian Bingham <brian@propertiesforhope.com>

Date Fri 3/27/2026 11:04 AM

To Diane Hirschi <dianeh@plaincityutah.gov>

Cc Jake Hone <jake@growdev.com>

*Kelly's
Cove
work mtg*

1 attachment (2 MB)

Kelly's Cove Conditional Use Permit Application revised 3-27-26.pdf;

Thanks Diane! Also, here's an updated version that includes the updated open space drawing with the exact number (0.99acres or 32%).

Brian



Re: agenda for tonight

From Brian Bingham <brian@propertiesforhope.com>

Date Fri 3/27/2026 9:39 AM

To Diane Hirschi <dianeh@plaincityutah.gov>; Jake Hone <jake@growdev.com>

I've added a notional budget for the HOA showing financial viability and revised the site plan to show 14 stand alone single family home plots rather than 12 twin home and 6 stand alone plots that were in the original. I'm still waiting on the exact new open space acreage but we were at 43% before and we didn't lose very much with the shift to stand alone plats so we should be still well above the minimum amount of 15%. As soon as I have the exact number I'll send it to you.

Brian

On Fri, Mar 27, 2026 at 9:33 AM Diane Hirschi <dianeh@plaincityutah.gov> wrote:

Thank you. Do you know what changed so I can let the council know?

Diane W Hirschi, CMC

City Recorder

Plain City

801-731-4908

From: Brian Bingham <brian@propertiesforhope.com>

Sent: Friday, March 27, 2026 9:28 AM

To: Diane Hirschi <dianeh@plaincityutah.gov>; Jake Hone <jake@growdev.com>

Subject: Re: agenda for tonight

Hi Diane,

Please see the attached revised packet for Kelly's Cove.

Thanks,

Brian



Updated

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 _____ 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 14 lots, or 4.47 lots / acre; below the maximum density limits of the SHO which allows for 6 units per acre. 14 single homes will be built on the 14 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 XX% 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). The 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, dimensions, 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 **14 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 1610 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 SOUTHWESTQUARTER 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 THENCESOUTH 87D57' EAST 282.6 FEET, AND THENCE NORTH 5D48' EAST443.9 FEET AND SOUTH 87D07' WEST 223.17 FEET FROM THESOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION,RUNNING THENCE SOUTH 87D07' WEST 262.32 FEET, THENCESOUTH 5D59' WEST 171.54 FEET; THENCE SOUTH 88D16' EAST280 FEET; THENCE NORTH 192.32 FEET, MORE OR LESS, TOPOINT OF BEGINNING.

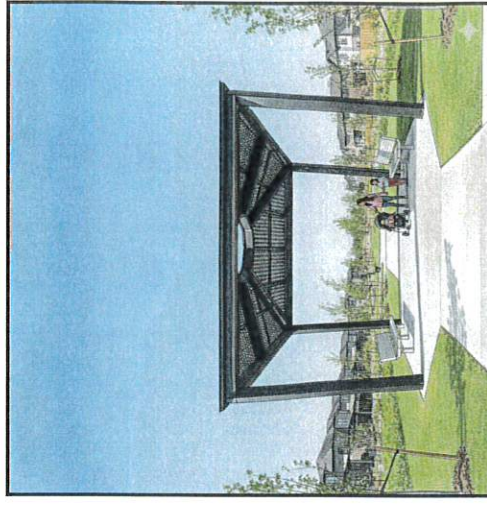
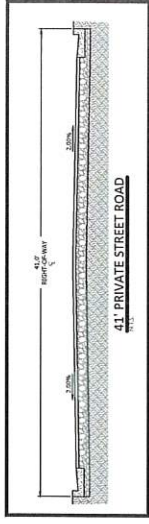
Exhibit B- Site plan

Site Data
 PROPERTY: 3.13 AC
 LOTS: 14

2 CAR GARAGEZ CAR DRIVEWAYS
 35 PROVIDED

Zone & Lot Requirements

ZONING: SENIOR OVERLAY
 LAND USE: RESIDENTIAL
 BUILDING HEIGHT: 3'
 FRONT YARD: 25'
 REAR YARD: 10'
 INT. SIDE YARD: 10'
 FRONT LANDSCAPE: N/A
 SIDE LANDSCAPE: N/A
 REAR LANDSCAPE: N/A



0 30 60 90
 SCALE: 1" = 30'

Drawn: T. Robinson
 Checked: M. ...
 Date: 27 March
 File: 184-16_Concept Plan_2024.0379

This plan is for illustrative purposes only.



PLAIN CITY SENIOR OVERLAY

CONCEPT - 1

PLAIN CITY, WEBER COUNTY, UTAH

HUNT · DAY
 3445 Intelligence Drive, St. George, UT 84770
 PH: 801.644.4724

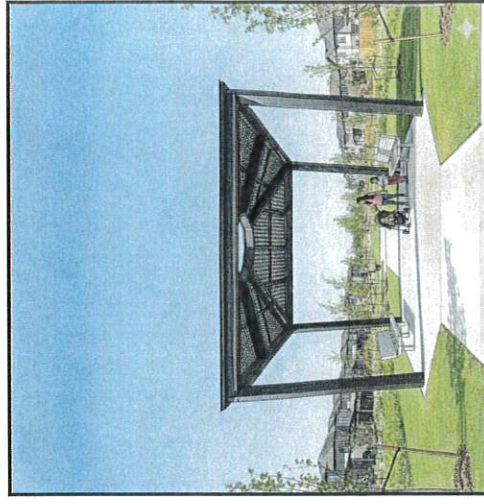
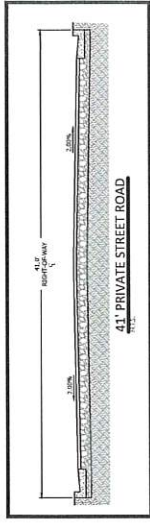


Site Data

3.13 AC
 PROPERTY:
 LOTS
 43,164 SF (0.99 AC OR 32%)
 2 CAR GARAGED CAR DRIVWAYS
 TO PROVIDED

Zone & Lot Requirements

ZONING: SENIOR OVERLAY
 LAND USE: RESIDENTIAL
 BUILDING HEIGHT: 25'
 MAX. FLOOR AREA: N/A
 MAX. YARD: N/A
 INT. SIDE YARD: 10'
 FRONT LANDSCAPE: N/A
 SIDE LANDSCAPE: N/A
 REAR LANDSCAPE: N/A



Client: T. Schaefer
 Proj. No. 116-00
 Date: 27 March
 File No. Concept Plan_2021.00219

This plan is for illustrative purposes only.



PLAIN CITY SENIOR OVERLAY

OPPN SPACE PLAN
 PLAIN CITY, WEBER COUNTY, UTAH

HUNT & DAY
 3445 North 2000 West, Ste 200
 Syracuse, UT 84075
 PH: 801.466.7284



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 14. This shall be a combination of Twin Homes and Single Family Units. This is a density of approximately 4.47 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 acre or 32%

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. One-story living such that an eating area, bathroom, and sleeping area are available on the same floor.
 - c. 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. Hallway minimum width of forty two inches (42") to accommodate the use of wheelchairs.
 - e. Room thresholds that are flush.
 - f. Adequate lighting throughout the dwelling unit.
 - g. Provide lever door handles and rocker light switches.
 - h. Provide additional closet rod brackets to allow potential access from a wheelchair.
 - i. 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. 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 the State of Utah; and
 - i. Carry a minimum of 1 million dollars insurance for liability and fidelity.
6. 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.

See Exhibit E for a notional HOA budget, subject to a reserve study.

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

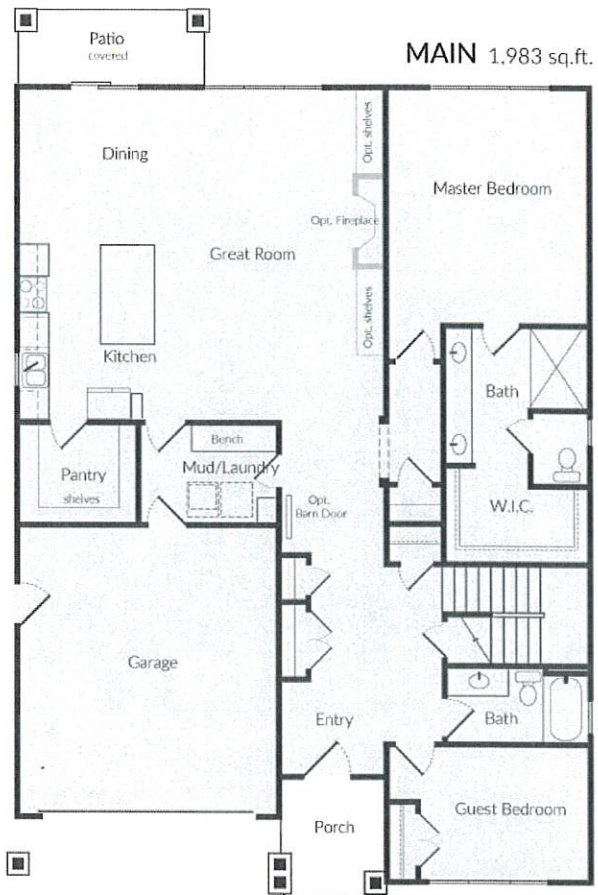
1. The Plain City Zoning Ordinance provides that certain uses, which may be harmonious under special conditions and in specific locations, but improper under general conditions and in other locations are classified as conditional uses and require conditional use permits.
2. A conditional use permit can 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.



Single Family Homes

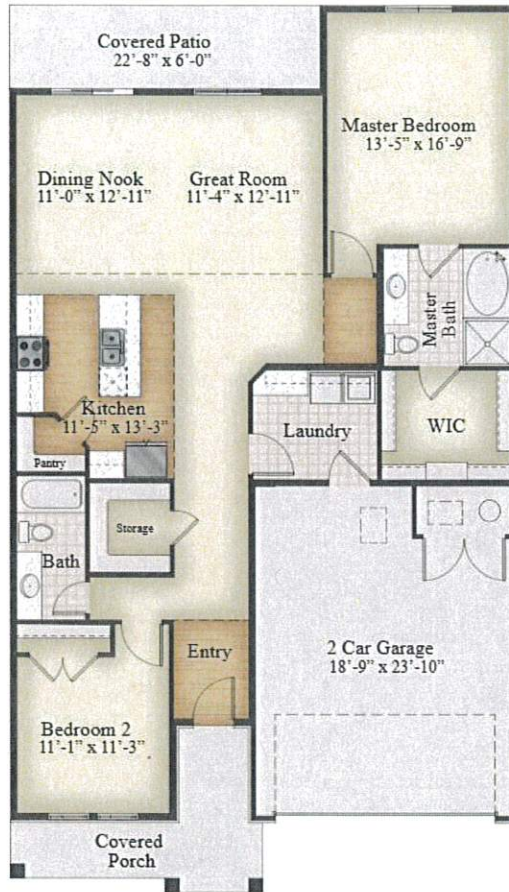
Example floor plans & elevations shown are concept plans demonstrating general ideas. Actually floor plans & elevations will differ from the examples to fit the requirements of the SHO (eg, single floor living, size of garage), but shall be of similar nature in both style and materials.

Exhibit D





Example 2:



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



Exhibit E

EXPENSES	Annual	Monthly	Monthly Per unit
ADMINISTRATION			
8220 Tax Filing/CPA	\$600.00	\$50.00	\$3.57
8222 Reserve Study (site due at build-out)	\$-	\$-	\$-
8225 Licenses & Fees (County/State/1099s/Data)	\$900.00	\$75.00	\$5.36
8365 Legal Fees	\$1,000.00	\$83.33	\$5.95
8366 Collections/Unpaid HOA Dues	\$-	\$-	\$-
8410 Insurance (common area - no home coverage)	\$2,000.00	\$166.67	\$11.90
8440 Management Fees	\$7,500.00	\$625.00	\$44.64
Total ADMINISTRATION	\$ 12,000.00	\$ 1,000.00	\$ 71.43
Total CAPITAL RESERVES - See below**	\$ 4,000.00	\$333.33	\$23.81
LANDSCAPE MAINTENANCE - OPEN SPACE			
7210 Landscaping (Apr-Nov)	\$7,500.00	\$625.00	\$44.64
7215 Landscape Extras (Tree Program)	\$1,000.00	\$83.33	\$5.95
7220 Landscape Enhancement (replacement shrubs, trees, etc.)	\$2,220.00	\$185.00	\$13.21
7225 Irrigation and Detention Repairs	\$1,200.00	\$100.00	\$7.14
Total LANDSCAPE MAINTENANCE	\$ 11,920.00	\$ 993.33	\$ 70.95
GENERAL MAINTENANCE			
7530 Snow Removal	\$ 3,100.00	\$258.33	\$18.45
7614 General Repairs & Maintenance (Shared Space)	\$ 1,500.00	\$125.00	\$8.93
Total GENERAL MAINTENANCE	\$ 4,600.00	\$ 383.33	\$ 27.38
UTILITIES			
5225 Electric - for Lighting, Irrigation Timer	\$1,200.00	\$100.00	\$7.14
5245 Water - Irrigation for Park/Open Space Only	\$5,500.00	\$458.33	\$32.74
Total UTILITIES (COMMON AREAS)	\$ 6,700.00	\$ 558.33	\$ 39.88
Total EXPENSES SHARED	\$39,220.00	\$3,268.33	\$233.45

SHARED MONTHLY EXPENSES ALL HOMES: \$233.45

**Reserves are additionally funded with portion of the Reinvestment Fee (aka Transfer Fee) on all home sales, due at close. The reinvestment fee is set at \$1,000.

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
MARCH 19, 2026

The City Council of Plain City convened in a regular meeting at City Hall, 4160 W 2200 N in Plain City, on Thursday, March 19, 2026 also accessible via ZOOM beginning at 6:30 p.m.

Present: Mayor Phil Meyer, Councilmembers Adam Favero, Rachael Beal Jed Jenkins, Luigi Panunzio (late) and Jan Wilson (via Zoom)
Staff: Diane Hirschi, Stacy Adams, Brandan Quinney, Dan Schuler
Present: Lt. Horton, Jason Green, Madison Aviles, Kirk Nigro, Brian Bingham, Cooper Allen, Cole Allen, Amy Roskelley (late)
Via on Zoom: Jan Wilson, Michael Phillips, Michael

Call to Order: Mayor Meyer
Pledge of Allegiance: Mayor Meyer
Invocation/Moment of Silence/Thought: Councilmember Jenkins

Approval of Minutes March 5, 2026

Councilmember Jenkins moved to approve the minutes from March 5, 2026 as presented. Councilmember Favero seconded the motion. Councilmembers Favero, Beal, Jenkins and Wilson voted aye. The motion carried.

Comments: Public

None

Report from Planning Commission

Commissioner Ortega provided an update on the Planning Commission's activities. He acknowledged the productive nature of the recent strategic kickoff meeting and informed the Council that the next Planning Commission General Plan meeting is tentatively scheduled for April 9th.

DRAFT

Presentation by Madison Aviles - Local Administrative Advisor (LAA)

Madison is a Local Administrative Advisor (LAA) with the WFRC. The LAA program was developed by the ULCT in 2023, the program provides administrative assistance to cities with populations under 10,000, such as Plain City, which operate with limited staff. Ms. Aviles has been actively assisting staff with the recruitment of a new city planner, providing HR support and template forms. Ms. Aviles confirmed she can provide specific resources and coordination for the development of the City's plan.

Discussion/Motion Ordinance - Rezone from RE-20 to RE-18.5 - approx. 3000 W North Plain City Rd - Jason Green

The Council discussed the application for a rezoning of property located at approximately 3000 West North Plain City Road. Councilmember Jenkins stated this rezoning aligns with the current general plan. **Councilmember Jenkins moved to approve Ordinance 2026-02 as the rezoning from RE-20 to RE-18.5 - approx. 3000 W North Plain City Rd - Jason Green. Councilmember Beal seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.**

Discussion/Motion Ordinance - Rezone from A-2 to C-3 Weber Basin Land and Livestock - Shooting Range

Dan Schuler clarified that the proposed location moved from 5900 West to 5100 West (east of lagoons), the owner had identified that part of the property as never being developed into subdivisions. While the 5900 West location was good property for housing, the lagoon-adjacent land is largely undevelopable for residential use. The Council deliberated on the proposed rezoning for a shooting range project. Due to the absence of the applicant and specific concerns regarding the transition to C-3 zoning, the council moved to table this item for a future work meeting. **Councilmember Favero moved to table the Rezone from A-2 to C-3 Weber Basin Land and Livestock - Shooting Range. Councilmember Jenkins seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.**

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
MARCH 19, 2026

Discussion/Motion Ordinance – Senior Housing Overlay Zone - Kelly’s Cove - Conditional Use/Development Agreement
Brian Bingham presented a revised proposal for the senior housing overlay to address Planning Commission concerns. Reduction from 18 to 14 units (approx. 4.5 units per acre), elimination of twin homes in favor of standalone units, and an increased setback of 25 feet. Councilmember Jenkins raised concerns regarding ‘flag lot’ configurations and the long-term sustainability of the HOA if the unit count is reduced, specifically regarding the maintenance of side-yard driveways. The Council felt it best to table the ordinance and development agreement for a work session to negotiate the agreement further, specifically focusing on HOA sustainability and design standards. **Councilmember Favero moved to table the Senior Housing Overlay Zone - Kelly’s Cove - Conditional Use/Development Agreement. Councilmember Panunzio seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried**

Discussion/Motion Resolution - Interlocal Agreement - Animal Services
Due to the absence of the Weber County representative, the Council determined that questions regarding service terms and costs could not be addressed. **Councilmember Favero moved to table the Interlocal Agreement - Animal Services. Councilmember Beal seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried**

Discussion/Motion Ordinance - Rocky Mountain Power Franchise Agreement
Kirk Nigro of Rocky Mountain Power presented the renewal of the franchise agreement. The Council raised concerns on City liabilities and the length of the contract term. Mr. Nigro explained the typical 30-year term contract and confirmed that vegetation management follows National arborist standards on a three-year trimming cycle to ensure reliability and safety. Discussion centered on relocation cost recovery and desire for explicit language requiring the removal of abandoned lines and poles at the utility's expense. The Council moved to table the agreement until April 2nd to allow the City Attorney to review the document for clearer contract specifications. **Councilmember Jenkins moved to table the Rocky Mountain Power Franchise Agreement for City Attorney review until next meeting. Councilmember Favero seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried**

Discussion/Motion Planning Commission Appointment
Mayor Meyer addressed the vacancy following Planning Commissioner Blake Neil’s resignation due to health issues. There were three applicants Katelyn Shaw, Alex Leonardi (withdrew) and Gary Westergard. After the candidates interviewed with the Mayor and Councilmember Jenkins, Gary was selected for appointment. His extensive experience with subdivisions and prior service on boards of adjustment were cited as primary qualifications. Matt McBride will be moved into the Planning Commissioner regular position to complete the remainder of Blake Neil’s term and Gary will become the alternate Planning Commission member. **Councilmember Jenkins moved to approve the Planning Commission Appointment of Gary Westergard as Alternate. Councilmember Beal seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.**

Motion: Approval of Business Licenses

New – Home Occupation

All Weather Service & Installation	3851 W 2800 N	Nick Nabor	HVAC Contractor - Home Office
The Laundry Pros	4449 W 1725 N	Lisa Reed	Laundry Services

Renewals

Commercial

TNT Fireworks/ American Promotional Events	3673 W 2600 N		Kent’s Inside Fireworks Sales (July)
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Home Occupation

Rockin M. Grading & Landscaping	2739 N 3200 W	Mason Bowcut	Landscaping, Excavation Contractor
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Councilmember Favero moved to approve the business licenses as presented. Councilmember Beal seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.

Motion: Approval of Warrant Register

See warrant register dated 3/1/2026 - 3/18/2026

Councilmember Beal moved to approve the warrant register for 3/1/2026 to 3/18/2026. Councilmember Favero seconded the motion. Councilmembers Favero, Beal, Jenkins, Panunzio and Wilson voted aye. The motion carried.

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
MARCH 19, 2026

Report from City Council

Councilmember Favero noted the Streets Master Plan is under development and highlighted a communication gap between Planning Commission and the City with the current status.

Councilmember Beal emphasized upcoming CERT trainings. Shared America 250 meeting updates, including Mason's Bench and their suicide prevention projects featuring benches constructed from used skateboard decks. Proposed reviving a quarterly paper or digital City newsletter.

Councilmember Jenkins reported on Mosquito Abatement and upcoming treatments and submitting requests for spraying in yards. Highlighted a beekeeper database that triggers an automatic shut-off of fogging equipment near registered hives. Has an upcoming meeting with the fire chief.

Councilmember Wilson stated that basketball is concluding and volleyball clinics are starting. The Easter Egg Hunt is scheduled for April 4th at 9:00 am, sharp at Lee Olsen Park.

Councilmember Panunzio asked on providing the Sheriff's Office and OTAC access to city park cameras and the process to set that up. Also noted an upcoming meeting with the Sheriff's Office regarding annual budget considerations.

Mayor Meyer stated the video conferencing TV system is all setup. Confirmed a June 2026 start date for the 3600 W construction and the 2200 N interlocal agreement status is continuing. The city is continuing to search for a part-time City Planner after a recent candidate declined a recent offer.

At 7:49 p.m. Councilmember Favero moved to adjourn and was seconded by Councilmember Beal. The vote was unanimous.

Mayor

City Recorder

Date approved _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING AN ELECTRIC UTILITY FRANCHISE
AND GENERAL UTILITY EASEMENT
TO
ROCKY MOUNTAIN POWER

WHEREAS, Rocky Mountain Power, is a regulated public utility that provides electric power and energy to the citizens of Plain City (the “City”) and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City, pursuant to the provisions of Utah Code Ann. § 10-8-21 has the authority to regulate power line facilities within public ways and to grant to Rocky Mountain Power a general utility easement for the use thereof;

WHEREAS, the City desires to set forth the terms and conditions by which Rocky Mountain Power shall use the public ways of the City;

NOW, THEREFORE, be it ordained by the City:

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or other spaces not associated with City-owned rights-of-way (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for thirty (30) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

2.1 Failure to comply. Rocky Mountain Power’s failure to comply with the City Telecommunications Ordinance Title 7, Chapter 5 of City Code, shall constitute a material breach of this Agreement, subject to notice and cure provisions set forth herein.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this ordinance by the City, Rocky Mountain Power shall file an unqualified written acceptance

Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the City as may be required by the City's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned,

Rocky Mountain Power shall inform the City of any agreements made between them and a third-party for use of equipment related to this agreement. All such third-party users are required to enter into a separate agreement with the City.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
1438 W 2550 S
Ogden, UT 84401

Section 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches, limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Distribution or Transmission Electrical Facilities. Such work shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. Rocky Mountain Power may also cut down and remove any tree located in the Public Ways which poses a risk to public safety or service reliability. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing. Trees planted in the Public Ways under or near existing Rocky Mountain Power's Distribution or Transmission Electrical Facilities should not interfere with such Electrical Facilities at the tree's full maturity height. For guidance on tree species selection, see Rocky Mountain Power's planting guidelines www.Rockymountainpower.net/trees.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

PASSED by the City Council of the City of Plain City, Utah this ____ day of _____, 2026.

MAYOR

ATTEST:

CITY RECORDER

NOTICE OF DECISION

Plain City, Weber County, Utah

On March 26, 2026, the Plain City Planning Commission recommends
[X] Approval, [] *Approval with condition(s), [] Disapproval, [] Tabled
of an application for Zoning amendment for property located at approx. 2500 N 5100 W
rezone from A-1 to RE-18.5 Western Basin Land and Livestock
received from (Applicant): David Pitcher

This Notice of Decision formally concludes the Planning Commission's involvement with the application for the above-mentioned land use case. Copies of the Order are available at City Hall.

Applications that have been deemed complete and have not been pursued with reasonable diligence before the appropriate board shall expire after six (6) months. The applicant will have to submit a new application and fees to restart the process, subject to all new zoning restrictions and subdivision regulations then in existence. Any party of record may appeal this decision to the City Council within 10 days of the Order approval date.



City Official

*Condition(s)/Notes:

Commission Ortega motioned to recommend approval to City Council for the Rezone of property at approx. 2500 N 5100 W Parcel 2 from A-1 to RE-18.5. Commissioner McBride seconded the motion. Vote: Commissioners Ortega, Skeen, McBride, Ableman and Chairman Maw voted aye. Motion Carried.

WESTERN BASIN LAND AND LIVESTOCK REZONE
Approximately 2500 N 5100 W
Parcel No(s): was 19-034-0001, now 19-034-0020
A-2 to RE-18.5

ORDINANCE #

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

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

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

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

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 0D53'49" WEST ALONG THE QUARTER SECTION LINE FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; AND RUNNING THENCE SOUTH 0D53'49" WEST 210.27 FEET ALONG THE QUARTER SECTION LINE TO THE SIXTEENTH CORNER; THENCE SOUTH 89D27'12" WEST 1324.43 FEET (WEST 80 RODS) ALONG THE SIXTEENTH SECTION LINE TO THE SIXTEENTH CORNER; THENCE NORTH 0D53'34" EAST 297.90 FEET ALONG THE SIXTEENTH SECTION LINE; THENCE SOUTH 87D19'22" EAST 802.28 FEET; THENCE SOUTH 2D40'38" WEST 13.10 FEET; THENCE SOUTH 87D19'17" EAST 522.80 FEET TO THE QUARTER SECTION LINE AND THE POINT OF BEGINNING. CONTAINS 338,249 SQUARE FEET OR 7.766 ACRES.

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

Passed and ordered posted this ____ day of April, 2026.

Mayor Phil Meyer

ATTEST:

City Recorder

Zoning Amendment Application

Location of Property Approx 2500 N. 5100 W.

Land Serial Number(s) 190340001

Request from Zone AG to Zone RE 18.5

FEE: \$200.00 Date paid 2009 Receipt # 2038990

*Property Owner Western Basin Land and Livestock LLC

Phone _____ Fax _____

Mailing Address 5238 W. 2150 N. Plain City, UT Zip 84404

Developer/Agent David Pitcher / Ophir Mountain LLC

Phone 661-865-2945 Fax _____

Mailing Address 4474 N. Heahter Meadows Dr. Zip 84050

E-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

Amy M. Roskelley
(Property Owner) Manager

by: Amy M. Roskelley (Property Owner) Manager

Subscribed and sworn to me this 27 day of November, 2026



[Signature]
(Notary)
Residing in Webber County, Utah
DPOIS *[Signature]*
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.

(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: _____



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

Contains 338,249 sq. ft. or 7.766 Acres

Parcel 190340020

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 0D53'49" WEST ALONG THE QUARTER SECTION LINE FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; AND RUNNING THENCE SOUTH 0D53'49" WEST 210.27 FEET ALONG THE QUARTER SECTION LINE TO THE SIXTEENTH CORNER; THENCE SOUTH 89D27'12" WEST 1324.43 FEET (WEST 80 RODS) ALONG THE SIXTEENTH SECTION LINE TO THE SIXTEENTH CORNER; THENCE NORTH 0D53'34" EAST 297.90 FEET ALONG THE SIXTEENTH SECTION LINE; THENCE SOUTH 87D19'22" EAST 802.28 FEET; THENCE SOUTH 2D40'38" WEST 13.10 FEET; THENCE SOUTH 87D19'17" EAST 522.80 FEET TO THE QUARTER SECTION LINE AND THE POINT OF BEGINNING. CONTAINS 338,249 SQUARE FEET OR 7.766 ACRES.



12/31/2025

Winegar's Meadows

Rezone Description (Western Basin Property)

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

WINEGAR TRUST & WESTERN BASIN LAND & LIVESTOCK
RESIDENTIAL OVERLAY WITH PUBLIC AMENITIES

Approximately 2500 N 5100 W

Parcel No(s): 19-031-0006, 19-034-0005, 19-034-0006, 19-034-0008
19-027-0026, 19-027-0024, 19-034-0020

ORDINANCE #

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY RESIDENTIAL PROPERTY FROM AN RE-18.5 and RE-20 ZONE TO AN R1-11 ZONE WITH THE RESIDENTIAL OVERLAY WITH AMENITIES. THIS PROPERTY IS LOCATED APPROXIMATELY 2500 N 5100 W.

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

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

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

19-031-0006

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

19-034-0005 PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1054 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION, THENCE EAST 80 RODS, THENCE SOUTH 266 FEET, THENCE EAST 80 RODS, THENCE SOUTH 15 RODS, THENCE WEST 80 RODS, THENCE SOUTH 165 FEET, THENCE WEST 693.60 FEET; THENCE NORTH 1D05'38" EAST 51.73 FEET; THENCE SOUTH 89D51'52" WEST 594.03 FEET; THENCE SOUTH 50.32 FEET; THENCE WEST 33 FEET; THENCE NORTH 678.5 FEET TO BEGINNING.

19-034-0006 PART OF THE WEST 1/2 OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 658 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE SOUTH 396 FEET, THENCE EAST 80 RODS, THENCE NORTH 396 FEET, THENCE WEST 80 RODS TO THE PLACE OF BEGINNING. CONTAINING 12 ACRES.

19-034-0008 PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 80 RODS SOUTH 89D58'29" EAST ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 32, RUNNING THENCE SOUTH 0D37'42" WEST 658.00 FEET, THENCE NORTH 89D58'29" WEST 80 RODS TO THE SECTION LINE, THENCE NORTH 0D37'42" EAST 380.32 FEET, ALONG SAID SECTION LINE, THENCE SOUTH 89D22'18" EAST 300 FEET, THENCE NORTH 0D37'42" EAST 150 FEET, THENCE SOUTH 89D22'18" EAST 112.01 FEET, THENCE NORTH 0D37'42" EAST 137.09 FEET TO THE SECTION LINE, THENCE SOUTH 89D58'29" EAST 908.00 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

19-027-0026 PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U S SURVEY: BEGINNING AT A POINT 659.85 FEET NORTH 0D49'22" EAST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 29;

RUNNING THENCE SOUTH 89D58'29" EAST 1320 FEET; THENCE NORTH 0D49'22" EAST 51.31 FEET; THENCE NORTH 88D38'33" WEST 1319.93 FEET, ALONG AN EXISTING FENCE LINE; THENCE SOUTH 0D49'22" WEST 82 FEET, ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

19-027-0024 PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 80 RODS SOUTH 89D58'29" EAST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 29, RUNNING THENCE NORTH 0D49'22" EAST 659.85 FEET, THENCE NORTH 89D58'29" WEST 908.00 FEET, THENCE SOUTH 0D49'22" WEST 659.85 FEET TO SAID SECTION LINE, THENCE SOUTH 89D58'29" EAST 908.00 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

19-034-0020 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 0D53'49" WEST ALONG THE QUARTER SECTION LINE FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; AND RUNNING THENCE SOUTH 0D53'49" WEST 210.27 FEET ALONG THE QUARTER SECTION LINE TO THE SIXTEENTH CORNER; THENCE SOUTH 89D27'12" WEST 1324.43 FEET (WEST 80 RODS) ALONG THE SIXTEENTH SECTION LINE TO THE SIXTEENTH CORNER; THENCE NORTH 0D53'34" EAST 297.90 FEET ALONG THE SIXTEENTH SECTION LINE; THENCE SOUTH 87D19'22" EAST 802.28 FEET; THENCE SOUTH 2D40'38" WEST 13.10 FEET; THENCE SOUTH 87D19'17" EAST 522.80 FEET TO THE QUARTER SECTION LINE AND THE POINT OF BEGINNING. CONTAINS 338,249 SQUARE FEET OR 7.766 ACRES.

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

Passed and ordered posted this ____ day of _____, 2026.

Mayor Phil Meyer

ATTEST:

City Recorder

NOTICE OF DECISION

Plain City, Weber County, Utah

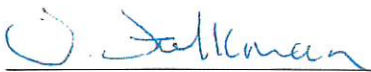
On March 26, 2026 the Plain City Planning Commission recommends

Approval, *Approval with condition(s), Disapproval, Tabled Denied
of an application for a Residential Overlay approx. 2500 N 5100 W. Winegar Trust &
Western Basin Land & Livestock

received from (Applicant): David Pitcher

This Notice of Decision formally concludes the Planning Commission's involvement with the application for the above-mentioned land use case. Copies of the Order are available at City Hall.

Applications that have been deemed complete and have not been pursued with reasonable diligence before the appropriate board shall expire after six (6) months. The applicant will have to submit a new application and fees to restart the process, subject to all new zoning restrictions and subdivision regulations then in existence. Any party of record may appeal this decision to the City Council within 10 days of the Order approval date.



City Official

*Condition(s)/Notes:

Commissioner Ableman motioned to recommend to City Council approval of the Residential Overlay at approx. 2500 N 5100 W Winegar Trust and Western Basin Land and Livestock. Contingent on the approval of the rezone of parcel 19-0340-020 and with the stipulation that the 17.19 acres will be donated to the city prior to the approval of Phase 1 and that all lots adhere to the RE-15 zoning with 90-foot frontage and the maximum allowed lots for the development will be 150. Commissioner Skeen seconded the motion. Commissioners McBride, Ableman, Skeen, Ortega, and Chairman Maw voted aye. The motion carried.

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, 19-027-0026Request 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 Mountian 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 K Winegar
 executor

Elaine K Winegar
 (Property Owner)

(Property Owner)

Subscribed and sworn to me this 14th 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.

(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, 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.

(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: _____

√ 19-031-0006

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

√ 19-034-0005

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1054 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION, THENCE EAST 80 RODS, THENCE SOUTH 266 FEET, THENCE EAST 80 RODS, THENCE SOUTH 15 RODS, THENCE WEST 80 RODS, THENCE SOUTH 165 FEET, THENCE WEST 693.60 FEET; THENCE NORTH $10^{\circ}05'38''$ EAST 51.73 FEET; THENCE SOUTH $89^{\circ}51'52''$ WEST 594.03 FEET; THENCE SOUTH 50.32 FEET; THENCE WEST 33 FEET; THENCE NORTH 678.5 FEET TO BEGINNING.

√ 19-034-0006

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

√ 19-034-0008

PART OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 80 RODS SOUTH $89^{\circ}58'29''$ EAST ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 32, RUNNING THENCE SOUTH $0^{\circ}37'42''$ WEST 658.00 FEET, THENCE NORTH $89^{\circ}58'29''$ WEST 80 RODS TO THE SECTION LINE, THENCE NORTH $0^{\circ}37'42''$ EAST 380.32 FEET, ALONG SAID SECTION LINE, THENCE SOUTH $89^{\circ}22'18''$ EAST 300 FEET, THENCE NORTH $0^{\circ}37'42''$ EAST 150 FEET, THENCE SOUTH $89^{\circ}22'18''$ EAST 112.01 FEET, THENCE NORTH $0^{\circ}37'42''$ EAST 137.09 FEET TO THE SECTION LINE, THENCE SOUTH $89^{\circ}58'29''$ EAST 908.00 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

✓ 19-027-0026

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U S SURVEY: BEGINNING AT A POINT 659.85 FEET NORTH 0D49'22" EAST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 29; RUNNING THENCE SOUTH 89D58'29" EAST 1320 FEET; THENCE NORTH 0D49'22" EAST 51.31 FEET; THENCE NORTH 88D38'33" WEST 1319.93 FEET, ALONG AN EXISTING FENCE LINE; THENCE SOUTH 0D49'22" WEST 82 FEET, ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

✓ 19-027-0024

PART OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 80 RODS SOUTH 89D58'29" EAST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 29, RUNNING THENCE NORTH 0D49'22" EAST 659.85 FEET, THENCE NORTH 89D58'29" WEST 908.00 FEET, THENCE SOUTH 0D49'22" WEST 659.85 FEET TO SAID SECTION LINE, THENCE SOUTH 89D58'29" EAST 908.00 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

✓ 19-034-0020

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 0D53'49" WEST ALONG THE QUARTER SECTION LINE FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; AND RUNNING THENCE SOUTH 0D53'49" WEST 210.27 FEET ALONG THE QUARTER SECTION LINE TO THE SIXTEENTH CORNER; THENCE SOUTH 89D27'12" WEST 1324.43 FEET (WEST 80 RODS) ALONG THE SIXTEENTH SECTION LINE TO THE SIXTEENTH CORNER; THENCE NORTH 0D53'34" EAST 297.90 FEET ALONG THE SIXTEENTH SECTION LINE; THENCE SOUTH 87D19'22" EAST 802.28 FEET; THENCE SOUTH 2D40'38" WEST 13.10 FEET; THENCE SOUTH 87D19'17" EAST 522.80 FEET TO THE QUARTER SECTION LINE AND THE POINT OF BEGINNING. CONTAINS 338,249 SQUARE FEET OR 7.766 ACRES.

NW. 1/4
SECTION 32, T.7N., R.2W., S.L.B. & M.

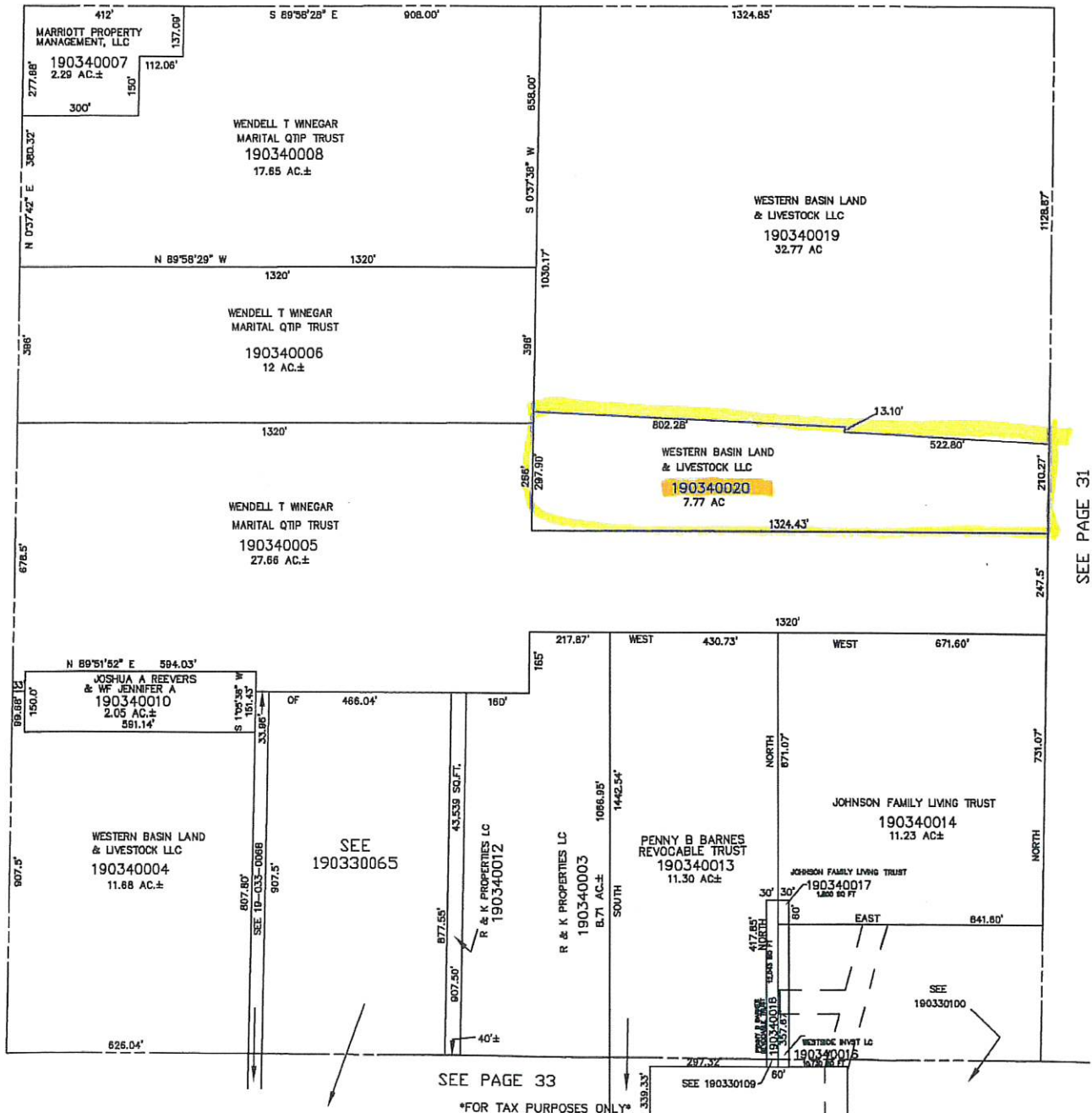
TAXING UNIT: 434

IN PLAIN CITY
SCALE 1" = 200'

SEE PAGE 27

SEE PAGE 29-1

SEE PAGE 31



SEE PAGE 33

FOR TAX PURPOSES ONLY

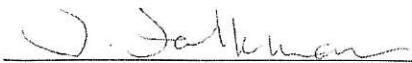
NOTICE OF DECISION

Plain City, Weber County, Utah

On March 26, 2026, the Plain City Planning Commission recommends
[X] Approval, [] *Approval with condition(s), [] Disapproval, [] Tabled
of an application for Subdivision for property at 1810 N 3375 W
received from (Applicant): Tyler Buxton

This Notice of Decision formally concludes the Planning Commission's involvement with the application for the above-mentioned land use case. Copies of the Order are available at City Hall.

Applications that have been deemed complete and have not been pursued with reasonable diligence before the appropriate board shall expire after six (6) months. The applicant will have to submit a new application and fees to restart the process, subject to all new zoning restrictions and subdivision regulations then in existence. Any party of record may appeal this decision to the City Council within 10 days of the Order approval date.



City Official

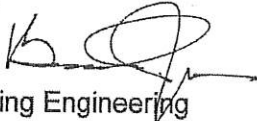
*Condition(s)/Notes:

Commission Skeen motioned to recommend approval to City Council for the Subdivision Amendment for property at 1810 N 3375 W. Commissioner McBride seconded the motion. Vote: Commissioners Ortega, Skeen, McBride, Ableman and Chairman Maw voted aye. Motion Carried.



Memorandum

To: Tammy Folkman, Land Use Specialist
Plain City Corporation

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

Date: March 10, 2026

Subject: Plain View Subdivision 1st Amendment (Tyler Buxton)

We have reviewed the survey information submitted regarding the proposed plat amendment for Lots 30 and 31 in the Plain View Subdivision and have no concerns. Consequently, we recommend the subject plat amendment be accepted.

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

**APPLICATION FOR
AMENDMENT TO A SUBDIVISION**

Subdivision Name PLAIN VIEW ESTATES Zone RE-20 Date Submitted 2/24/2020

Address of Subdivision 1810 N. 3375 W. Plain City, UT

No. of Units or Lots being affected by the amendment: 3

Owner Name TYLER BUXTON Full Address 1810 N. 3375 W. PLAIN CITY UT.

Phone # 801-430-4065 Cell # 801-430-4065 Fax # —

Subdivider's Name SAME AS ABOVE Full Address _____

Phone # _____ Cell # _____ Fax # _____

TYLER@BUXTONMASONRY.COM _____

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

Describe the amendment to the subdivision plat:

MOVING PROPERTY LINE 20' NORTH MAKING 1810N. 185' WIDE.
1836N. 145' WIDE. MOVING EAST PROP LINE OF 1836N EAST 20'
MAKING DEPTH = 155' (SEE ATTACHED PLAN.)

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

2/24/2020
Date

[Signature]
Signature

Office Use Only

2039024
Subdivision Amendment Fee: 300.00
Number of Copies: _____

PC Approval Date: _____
CC Approval Date: _____

AFFIDAVIT

PROPERTY OWNER

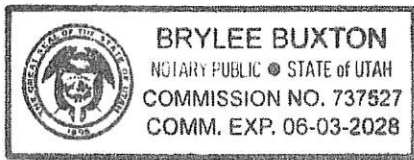
STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), TIMER BUXTON BLAIRE HEMELSON 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 has indicated they are available to assist me in making this application.

[Signature]
(Property Owner)

[Signature]
(Property Owner)

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



Brylee Buxton
(Notary)
Residing in Weber County, Utah

My commission expires: 6 | 3 | 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.

(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: _____

Tammy Folkman

From: Tyler Buxton <tyler@buxtonmasonry.com>
Sent: Tuesday, February 24, 2026 11:30 AM
To: Tammy Folkman
Cc: Tyler Buxton; blhimmelright@gmail.com
Subject: Request for Approval – Plain View Subdivision 1st Amendment (Lots 30 & 31)
Attachments: TYLER BUXTON AMENDMENT-PLAT.pdf

Dear Plain City Staff,

On behalf of the Tyler & Cheri Buxton Family Trust and Blair & Cindee Himmelright, we are submitting the **Plain View Subdivision 1st Amendment** plat for review and approval.

This amendment adjusts the common boundary between **Lot 30** (Tyler & Cheri Buxton Family Trust, 1810 North) and **Lot 31** (Blair & Cindee Himmelright, 1836 North) to accommodate practical needs for both property owners. Blair Himmelright is planning to construct a pole barn/shop at the rear (east side) of his property and requires additional depth to accommodate the building and meet applicable setback requirements. Tyler Buxton has purchased the property directly to the east, behind the existing homes, and needs a lane for access to this newly acquired property for future use.

To accomplish this, Blair is conveying 20 feet from the south side of Lot 31 to Lot 30 to provide Tyler with an access lane, and Tyler is conveying 20 feet along the rear (east side) of Lot 30 to Lot 31 to provide Blair with additional depth for his planned pole barn/shop. This boundary adjustment is mutually beneficial, does not create any new lots, does not change public street access or impact utilities, and maintains compliance with Plain City RE-20 zoning and yard setback standards.

Attached for your review are:

- The Plain View Subdivision 1st Amendment plat (February 2026), including surveyor's certificate, owner's dedication, notes, and signature blocks.
- A signed formal request letter from both property owners. (I will deliver hard copies of wet signatures today)

We respectfully request that this item be placed on the appropriate agenda(s) for consideration by the Planning Commission and City Council, and that City staff proceed with the standard review and approval process. Please let us know if any additional information or documentation is needed.

Thank you for your time and assistance.

Sincerely,

Tyler Buxton

Tyler & Cheri Buxton Family Trust, Trustee
1810 North 3375 West
Ogden, UT 84404

KELLY'S COVE REZONE
Approximately 2131 N 4650 W
Parcel No(s): 19-033-0052, 19-033-0048, 19-033-0005,
19-033-0004, and 19-033-0040

Parcel No(s): 19-033-0052, 19-033-0048, 19-033-0005,
19-033-0004, and 19-033-0040

ORDINANCE #

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY RESIDENTIAL PROPERTY FROM AN RE-15 and RE-20 ZONE TO AN R1-11 ZONE WITH THE SENIOR HOUSING OVERLAY. THIS PROPERTY IS LOCATED APPROXIMATELY 2131 N 4650 W.

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

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

1. The zoning map of Plain City, Utah, is amended to reclassify the following described property as R1-11 with the Senior Housing Overlay Zone:

Parcel Number - 19-033-0052 (description per Weber County Parcel Search)

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.

Parcel Number - 19-033-0048 (description per Weber County Parcel Search)

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 0D31' EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32, AND RUNNING THENCE SOUTH 87D57' EAST 282.6 FEET THENCE NORTH 5D48' EAST ALONG THE CENTER LINE OF STREET 143 FEET, THENCE NORTH 88D16' WEST 230 FEET THENCE NORTH 5D48' EAST 90 FEET THENCE NORTH 88D16' WEST 386.7 FEET THENCE SOUTH 5D59' WEST TO THE SOUTHERLY CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTHEASTERLY ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 87D07' WEST AND NORTH 5D07' EAST ALONG THE WESTERLY CORPORATE LIMITS LINE OF PLAIN CITY FROM THE POINT OF BEGINNING, THENCE SOUTH 5D07' WEST ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 87D07' WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 87D07' 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, CONTAINING 1.24 ACRES MORE OR LESS.

Parcel Number - 19-033-0005 (description per Weber County Parcel Search)

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 0D31' EAST AND NORTH 87D07' WEST 329.5 FEET FROM THE SOUTHEAST CORNER OF SAID

QUARTER SECTION AND RUNNING THENCE SOUTH 87D07' EAST TO THE WESTERLY CORPORATE LIMITS LINE OF PLAIN CITY, THENCE NORTH 5D07' EAST 115 FEET MORE OR LESS THENCE SOUTH 89D33' WEST ALONG SAID CORPORATE LIMITS LINE 194 FEET, THENCE SOUTH 82D08' WEST ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 5D59' EAST FROM THE POINT OF BEGINNING, THENCE SOUTH 5D59' 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. CONTAINING 0.13 ACRE MORE OR LESS.

Parcel Number – 19-033-0004 (description per Weber County Parcel Search)

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 AS DEFINED BY W/RECORDED IN BOOK 633, PAGE 363, AND SOUTH 89D17' EAST 1137.7 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE NORTH 15D03' WEST TO THE CORPORATE LIMITS LINE OF PLAIN CITY, THENCE SOUTHWESTERLY ALONG SAID CORPORATE LIMITS LINE TO A POINT NORTH 5D59' EAST AND NORTH 89D17' WEST FROM THE BEGINNING, THENCE SOUTH 5D59' WEST TO A POINT NORTH 89D17' WEST FROM THE POINT OF BEGINNING, THENCE SOUTH 89D17' EAST TO THE POINT OF BEGINNING.

Parcel Number – 19-033-0040 (description per Weber County Parcel Search)

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 89D17' EAST 1137.7 FEET, THENCE NORTH 15D03' WEST 390 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF THE COUNTY ROAD KNOWN AS 2150 NORTH STREET, RUNNING THENCE SOUTH 5D59' WEST 161.0 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 88D16' EAST 60.35 FEET, THENCE SOUTH 15D03' EAST 134.69 FEET TO THE SOUTHERLY CORPORATE LIMITS OF PLAIN CITY TOWN, THENCE SOUTH 82D08' WEST 120 FEET, MORE OR LESS, ALONG SAID CORPORATE LIMITS LINE, THENCE NORTH 5D59' EAST 139 FEET TO THE PLACE OF BEGINNING.

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

Passed and ordered posted this ____ day of _____, 2026.

Mayor Phil Meyer

ATTEST:

City Recorder

MICHAEL L MCKEAN
& WF TAMMY JO
190330115

190330112
DENNIS R WILSON
& WF MARCIA B
190330074

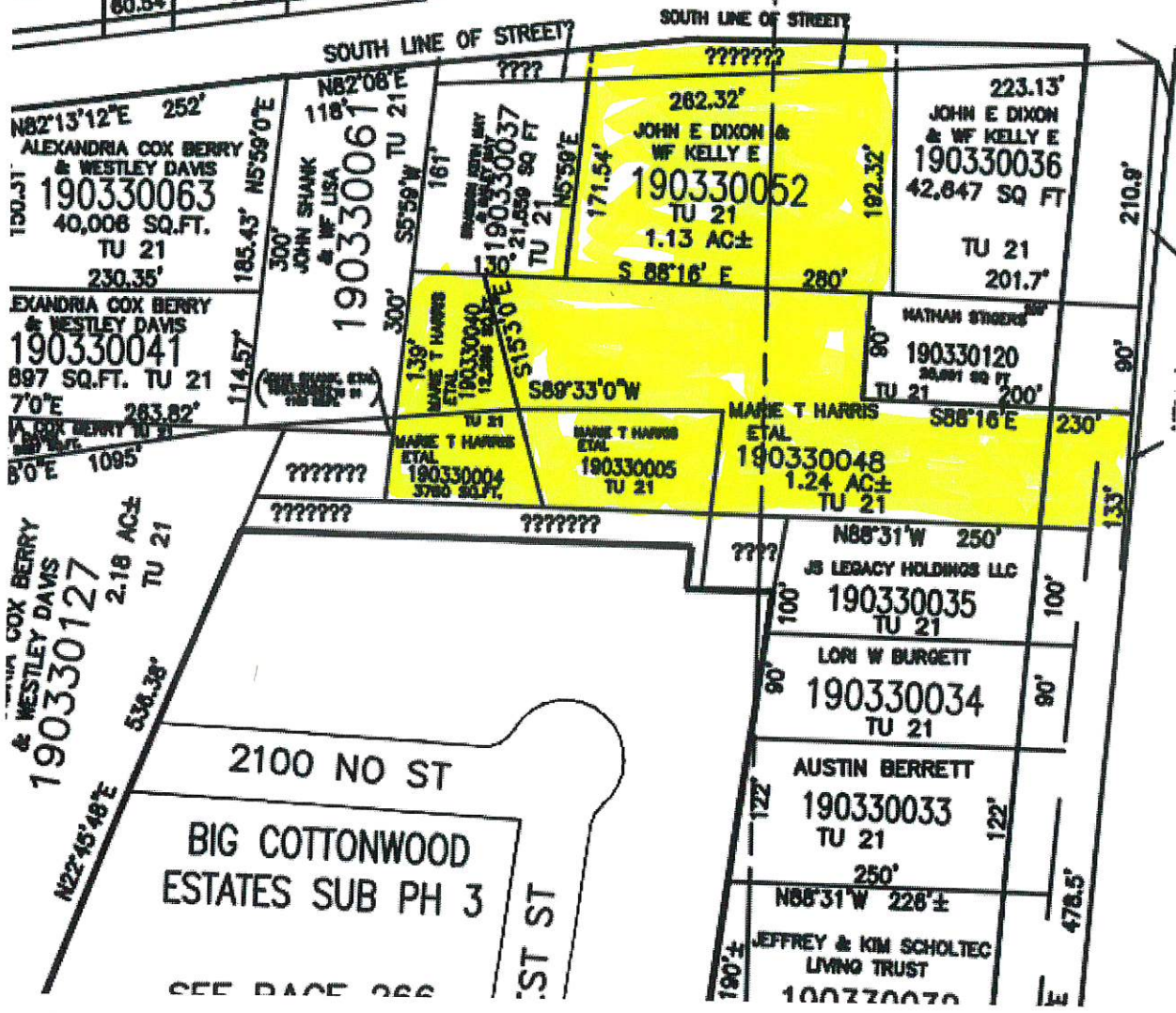
190330073
JESSY CLIFF
& WILLIAM REAM
190330073

190330061
JOHN SHANK
& WF LISA
190330061

FOREVER YOUNG
SUB 1ST AL
SEE PG 428

SCOTT & GEORGE
KNIGHT SUB
SEE PAGE 328

SEE P. 32-1



ALEXANDRIA COX BERRY
& WESTLEY DAVIS
190330063
40,008 SQ.FT.
TU 21
230.35'

ALEXANDRIA COX BERRY
& WESTLEY DAVIS
190330041
897 SQ.FT. TU 21
70'E 283.82'

ALEXANDRIA COX BERRY
& WESTLEY DAVIS
190330063
40,008 SQ.FT.
TU 21
230.35'

JOHN SHANK
& WF LISA
190330061
118' N52°08'E
161' S5°59'W TU 21

JOHN SHANK
& WF LISA
190330061
118' N52°08'E
161' S5°59'W TU 21

JOHN E DIXON
& WF KELLY E
190330052
1.13 AC±
TU 21

JOHN E DIXON
& WF KELLY E
190330052
1.13 AC±
TU 21

JOHN E DIXON
& WF KELLY E
190330036
42,847 SQ FT
TU 21
201.7'

JOHN E DIXON
& WF KELLY E
190330036
42,847 SQ FT
TU 21
201.7'

ALEXANDRIA COX BERRY
& WESTLEY DAVIS
190330127
2.18 AC±
TU 21

MAINE T HARRIS
ETAL
190330004
5780 SQ.FT.
TU 21

MAINE T HARRIS
ETAL
190330005
TU 21

MAINE T HARRIS
ETAL
190330048
1.24 AC±
TU 21

MAINE T HARRIS
ETAL
190330048
1.24 AC±
TU 21

JS LEGACY HOLDINGS LLC
190330035
TU 21

LORI W BURGETT
190330034
TU 21

AUSTIN BERRETT
190330033
TU 21

JEFFREY & KIM SCHOLTEC
LIVING TRUST
190330070

2100 NO ST

BIG COTTONWOOD
ESTATES SUB PH 3

SEE PAGE 266

ST ST

Zoning Overlay Application

Circle One: Mixed Use Overlay	Senior Overlay	Residential Overlay with Public
--------------------------------------	-----------------------	---------------------------------

Amenities _____

Location of Property 2183 N 4650 W

Land Serial Number(s) 190330052

Request from Zone RE-15, RE-20 to Zone R1-11-SHO

FEE: \$500.00 **Date paid** 11-5-25 **Receipt #** 2038690

*Property Owner John Dixon

Phone 8019400232 Fax _____ Email _____

Mailing Address 2183 N 4650 W Plain City, UT Zip 84404

Developer/Agent Properties for Hope, LLC and Grow Development, LLC

Phone 8608369743 Fax _____ Email brian@propertiesforhope.com

Mailing Address 1366 N 1250 E Lehi, UT Zip 84043

LEGAL DESCRIPTION: Please Attach
 TOTAL AREA – Acres or Square Feet: 2.5 acres

- At the time of submittal of application, please attach a letter addressing the following:
- Summarization of:
 - Current Plain City General Plan classification and zoning classification
 - Requested change to the General Plan classification and zoning classification
 - 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
 - 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

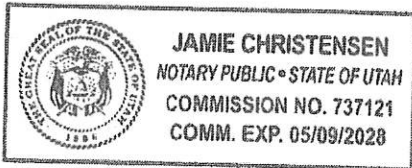
STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), John Ellis Dixon, 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.

John E. Dixon
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 5 day of November, 20 25.



Jamie Christensen
(Notary)
Residing in Weber County, Utah

My commission expires: 05/09/2028

AGENT AUTHORIZATION

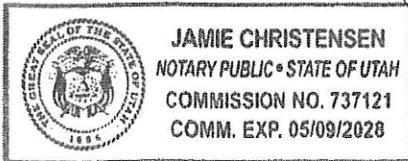
I (we), John Ellis Dixon, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Brian Bingham to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering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

[Signature]
Properties for Hope, LLC and Grow Development, LLC
(Agent)

John E. Dixon
(Property Owner)

(Property Owner)

Dated this 5 day of November, 20 25, personally appeared before me John Ellis Dixon, Brian Bingham the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.



Jamie Christensen
(Notary)
Residing in Weber County, Utah

My commission expires: 05/09/2028

Zoning Overlay Application

Circle One: Mixed Use Overlay	Senior Overlay	Residential Overlay with Public
--------------------------------------	-----------------------	---------------------------------

Amenities _____

Location of Property 2131 N 4650 W

Land Serial Number(s) 190330048, 190330005, 190330004, 190330040

Request from Zone RE-15, RE-20 to Zone R1-11-SHO

FEE: \$500.00 **Date paid** _____ **Receipt #** _____

*Property Owner Donnie J Harris II

Phone _____ Fax _____ Email _____

Mailing Address _____ Zip _____

Developer/Agent Properties for Hope, LLC and Grow Development, LLC

Phone 860-836-9743 Fax _____ Email brian@propertiesforhope.com

Mailing Address 1366 N 1250 E Lehi, UT, 84043 Zip _____

LEGAL DESCRIPTION: Please Attach

TOTAL AREA – Acres or Square Feet: 2.5 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), _____, 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)

Properties for Hope, LLC and Grow Development, LLC
(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: _____



SUBJECT PROPERTY

Plain City

Future Land Use

8/30/2018

Plain City Boundary

Study Area Boundary

Equestrian

Critical and Sensitive Lands

Parks, Recreation, and Open Space

Open Space, Agriculture, and Low Density Residential

Low Density Residential

Medium Density Residential 1 *REV. 5*

Medium Density Residential 2 *REV. 15*

Medium Density Residential 3 *REV. 11*

High Density Residential

Commercial

Industrial

City Center

Municipal, Schools, and Churches

Principal Arterial

Minor Arterial

Collector

Local

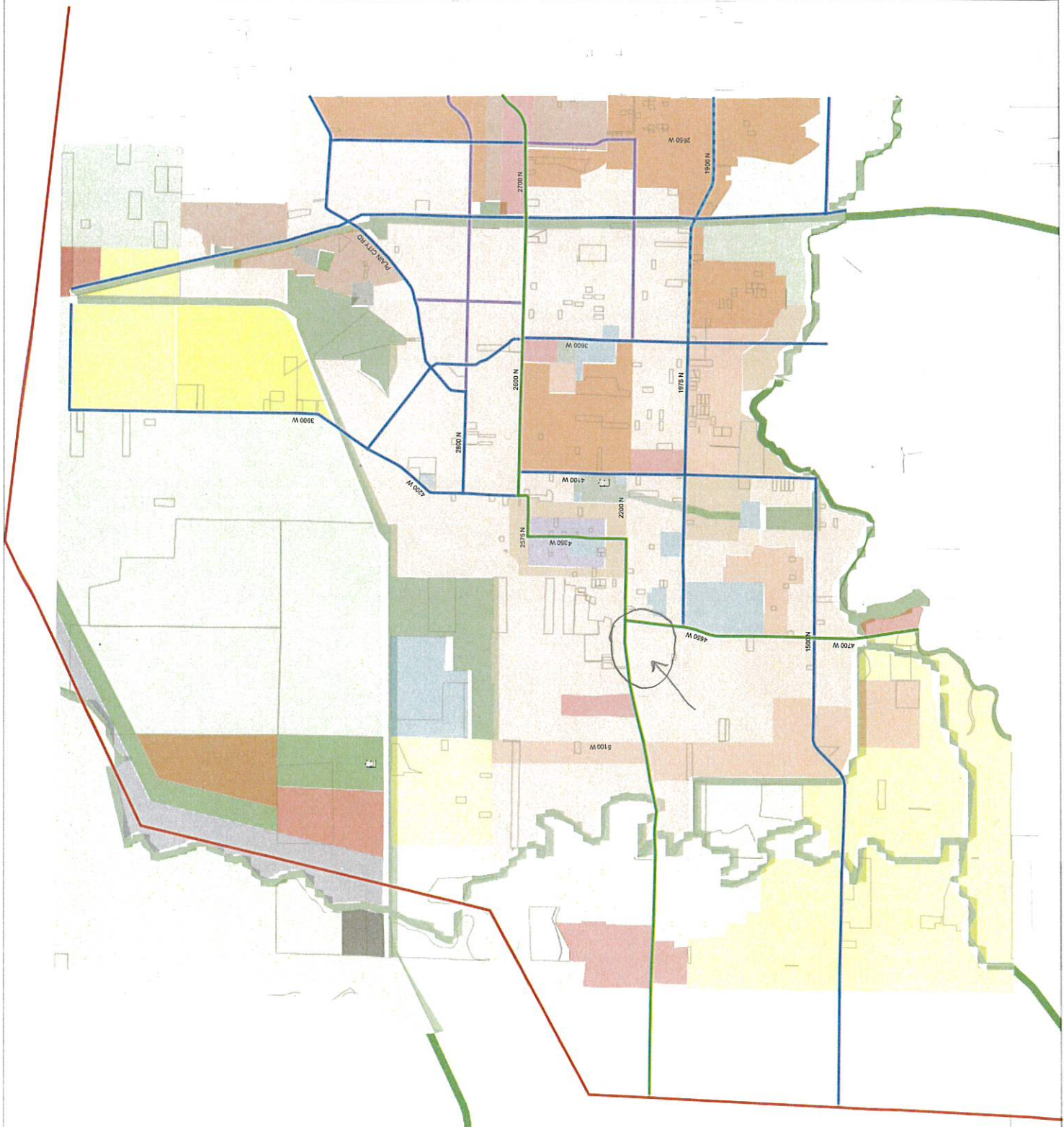
HF Bus (Transit)



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© B.L. PATTERSON



SUSAN STEWART
LIVING TRUST REZON
Approximately 5500 W 2050 N
Parcel No(s): 19-029-0031

ORDINANCE #

AN ORDINANCE AMENDING THE ZONING MAP AND THE UNIFORM ZONING ORDINANCE OF THE CITY OF PLAIN CITY TO RECLASSIFY RESIDENTIAL PROPERTY FROM AN A-1 ZONE TO AN RE-30 ZONE. THIS PROPERTY IS LOCATED APPROXIMATELY 5500 W 2050 N.

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

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

1. The zoning map of Plain City, Utah, is amended to reclassify the following described property as A-1 to an RE-30 zone:

19-029-0031

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 89D55' EAST 1178.97 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 31; RUNNING THENCE SOUTH 89D55' EAST 1370.48 FEET ALONG CENTER OF SAID ROAD; THENCE NORTH 9D00' EAST 422 FEET; THENCE NORTH 7D11' EAST 612 FEET; THENCE NORTH 88D25' WEST 1503.33 FEET, THENCE SOUTH 02D28'22" WEST 1078.39 FEET TO THE POINT OF BEGINNING.

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

Passed and ordered posted this ____ day of _____, 2026.

Mayor Phil Meyer

ATTEST:

City Recorder

NOTICE OF DECISION

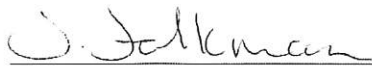
Plain City, Weber County, Utah

On April 9, 2026 the Plain City Planning Commission recommends
[X] Approval, [] *Approval with condition(s), [] Disapproval, [] Tabled [] Denied
of an application for rezone from A-1 to RE-30 at approx. 5500 W 2050 N Parcel
190290031. Stewart Living Trust.

received from (Applicant): Carson Jones

This Notice of Decision formally concludes the Planning Commission's involvement with the application for the above-mentioned land use case. Copies of the Order are available at City Hall.

Applications that have been deemed complete and have not been pursued with reasonable diligence before the appropriate board shall expire after six (6) months. The applicant will have to submit a new application and fees to restart the process, subject to all new zoning restrictions and subdivision regulations then in existence. Any party of record may appeal this decision to the City Council within 10 days of the Order approval date.



City Official

*Condition(s)/Notes:

Commissioner Ortega motioned to recommend to City Council approval for the rezone from A1 to RE-30 of property at approx. 5500 W 2050 N Susan Stewart Living Trust. Commissioner Skeen seconded the motion. Commissioners Ableman, Skeen, Westergard, Ortega and Chairman Maw voted aye. Commissioner McBride recused himself. The motion carried.

Zoning Amendment Application

Location of Property 5500 W. 2050 N. Plain City, Utah 84404

Land Serial Number(s) PARCEL# 190290031

Request from Zone A1 to Zone RE30

FEE: \$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 84075

Developer/Agent CARSON JONES

Phone 801-941-2018 Fax _____

Mailing Address 905 24th St. ste. 2 Zip 84401

E-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

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

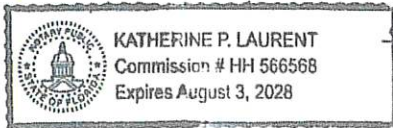
Florida)
STATE OF UTAH)
Palm Beach)
COUNTY OF WEBER)

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

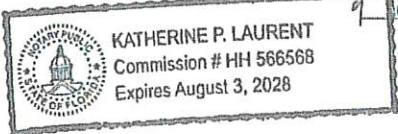
I (we), Susan Stewart Trust, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering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

Carson B. 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.



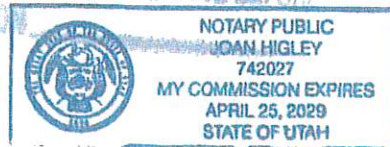
Katherine P. Laurent
(Notary) Palm Beach, FL
Residing in Weber County, Utah

My commission expires: Aug 3, 2028

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

Joan Higley

SWORN AND SIGNED TO BEFORE ME ON



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 89D55' EAST 1178.97 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 31; RUNNING THENCE SOUTH 89D55' EAST 1370.48 FEET ALONG CENTER OF SAID ROAD; THENCE NORTH 9D00' EAST 422 FEET; THENCE NORTH 7D11' EAST 612 FEET; THENCE NORTH 88D25' WEST 1503.33 FEET, THENCE SOUTH 02D28'22" WEST 1078.39 FEET TO THE POINT OF BEGINNING.

NOTICE OF DECISION

Plain City, Weber County, Utah

On April 9, 2026 the Plain City Planning Commission recommends
[X] Approval, [] *Approval with condition(s), [] Disapproval, [] Tabled [] Denied
of an application for Development Agreement for The Church of Jesus Christ of Latter-day Saints approx. 3650 W North Plain City Road.

received from (Applicant): Mike Davey

This Notice of Decision formally concludes the Planning Commission's involvement with the application for the above-mentioned land use case. Copies of the Order are available at City Hall.

Applications that have been deemed complete and have not been pursued with reasonable diligence before the appropriate board shall expire after six (6) months. The applicant will have to submit a new application and fees to restart the process, subject to all new zoning restrictions and subdivision regulations then in existence. Any party of record may appeal this decision to the City Council within 10 days of the Order approval date.



City Official

*Condition(s)/Notes:

Commissioner Ortega motioned to recommend to city council approval for the Development Agreement for The Church of Jesus Christ of Latter-Day Saints approx. 3650 W North Plain City Road. Commissioner Ableman seconded the motion. Commissioners Ableman, Skeen, Westergard, Ortega and Chairman Maw voted aye. Commissioner McBride recused himself. The motion carried.

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.: 190240004, 190240084

(Space Above for Recorder's Use Only)

AGREEMENT FOR DEVELOPMENT AND MAINTENANCE 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 that had already been approved by the city on 01/08/2026 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 for Parcel 190240004, 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 and maintenance agreement for Parcel 190240004 only" 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 60’ public right-of-way, as generally shown on Exhibit A, which is all or a portion of Parcel 190240004.

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 60’ 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;

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 Site Plan. The Subject Property shall be developed generally in accordance with the already approved on 01/08/2026 Site Plan & Plain City standards. The improvements contemplated by this Agreement may be implemented as part of the approved development of the Subject Property. Minor modifications

consistent with the objectives of this Agreement and City ordinances and regulations may be approved through the City's ordinary review process.

3.2 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) approximately 900' of 4' sidewalk; (b) approximately 70' of curb and gutter; with possibly adding a curb inlet box (if needed) for proper street drainage. (c) approximately 900' of 4'5" landscaped strip; and (d) related and incidental work as is reasonably necessary to complete the foregoing improvements to City standards.

3.3 Maintenance. After the improvements contemplated above are complete, the owner of each portion of the Subject Property adjacent to the Improvement Property, which shall be the Developer until Developer transfers all or a portion of the Subject 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.

3.4 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.

3.5 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.

3.6 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 excavation permits for road cuts when installation or vacating of utilities 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.

4.2 Completion Date. The Developer shall, in good faith, reasonably pursue completion of the off-site improvements for the Improvement Property.

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 Runs with the Land. Each of the obligations and rights contained in this Agreement (whether affirmative or negative in nature) (i) shall constitute covenants running with the land; (ii) shall bind every person having a fee, leasehold or other interest in any portion of the Subject Property at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, and to the extent that such easement or right is to be performed on such portion; and (iii) shall inure to the benefit of and be binding upon the parties and their respective successors and assigns as to the Subject Property or any portion thereof.

6.5 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 and Maintenance Agreement for the Improvement Parcel, 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

Phil Meyer, Mayor

ATTEST:

City Recorder

I, Phil Meyer, 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: _____



Fw: Clean Copy - 2200 N Interlocal Agreement

From Quinney,Brandan <bquinney@webercountyutah.gov>

Date Mon 4/13/2026 7:28 AM

To Diane Hirschi <dianeh@plaincityutah.gov>

 1 attachment (838 KB)

Resolution 40-2025 Recommending Annexation of Certain Unicorporated Island Parcels into Plain City (approved 09-30-2025).pdf;

Good morning!

Is it too late to add this to the next city council agenda? The mayor and I are going to propose this version of the annexation interlocal with Weber county. It just has them finishing the 22ft road. We're having issues confirming whether we even own a 33ft right of way along that road, so we're not going to push for it to get done right now.

Brandan Quinney

Deputy Weber County Attorney

801-399-8678

From: Wilkinson, Sean <swilkinson@webercountyutah.gov>

Sent: Friday, April 10, 2026 6:50:19 PM

To: Quinney,Brandan <bquinney@webercountyutah.gov>

Subject: RE: Clean Copy - 2200 N Interlocal Agreement

Brandan,

Here is the resolution for Exhibit 1 just in case you need it.

Thanks,

Sean Wilkinson

Director, Community Development Department

Weber County

2380 Washington Blvd. Suite 250 | Ogden UT | 84401

E: swilkinson@webercountyutah.gov | P: 801.399-8765

#WinninginWeber

From: Wilkinson, Sean

Sent: Friday, April 10, 2026 3:11 PM

To: Quinney,Brandan <bquinney@webercountyutah.gov>

Cc: Erickson,Courtlan <cerickson@webercountyutah.gov>

Subject: Clean Copy - 2200 N Interlocal Agreement

INTERLOCAL COOPERATION AGREEMENT

Between

WEBER COUNTY and
PLAIN CITY

For

ANNEXATION OF PROPERTY AND COMPLETION OF ROAD IMPROVEMENTS

This Agreement is between Weber County (“County”), a political subdivision of the State of Utah, and Plain City (“City”), a political subdivision of the State of Utah. The County and the City are sometimes referred to herein as a “Party” or collectively as the “Parties.” The intent of this Agreement is to describe and define the Parties’ cooperative efforts to make improvements to 2200 North Street and to ensure that areas that make sense for annexation into Plain City get annexed into the City.

RECITALS

WHEREAS, there is currently an island of unincorporated area adjacent to the City on its east side, between the City and Farr West; and

WHEREAS, the County has improved 2200 North Street through much of the unincorporated island; and

WHEREAS, on September 30, 2025, the County adopted Resolution 40-2025, a copy of which is attached as Exhibit 1, recommending the annexation into the City of numerous properties within the unincorporated island; and

WHEREAS, on October 16, 2025, the City council passed a resolution declaring its intent to annex the properties recommended by the County; and

WHEREAS, on November 20, 2025, the City held a public hearing on this proposed annexation, and members of the public, including owners of the properties proposed for annexation, were given an opportunity to address the City council; and

WHEREAS, the City is willing to annex the properties that were recommended for annexation, but only with assurance that the County will complete the improvements to 2200 North Street, including any necessary property acquisitions; and

WHEREAS, the County is willing to complete the improvements to 2200 North Street, including the necessary property acquisitions, but only with assurance that the City will annex the properties that were recommended for annexation; and

WHEREAS, the Parties find that the completion of the improvements to 2200 North Street and the annexation into the City of the properties recommended for annexation are in the best interest of the residents of the City and the County, and these actions will contribute positively to their health, safety, and welfare for various reasons, including those listed in the findings in Exhibit 1; and

WHEREAS, Title 11, Chapter 13 of the Utah Code, the Interlocal Cooperation Act (the "Act"), authorizes public agencies to enter into interlocal cooperation agreements for joint or cooperative undertakings involving services that they are each authorized by law to provide; and

WHEREAS, the actions described in this Agreement are within the respective powers of the Parties; and

WHEREAS, a primary purpose of the Act, as stated in section 11-13-102, is "to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities" in ways that benefit local communities; and

WHEREAS, the Parties have determined that this Agreement is to their mutual advantage and will benefit their residents, and that it is authorized by the Act;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. The foregoing recitals are adopted by reference as part of this Agreement.
2. The County will complete the following improvements on the portion of 2200 North Street addressed by this Agreement:
 - a. The County will acquire all property that is necessary to complete the improvements along 2200 North Street as described in this Agreement.
 - b. Before July 1, 2026, on and along the portions of 2200 North Street that are already public right-of-way, the County will finish piping the drainage ditch on the south side of the road, will install road base in a manner that complies with the City's standard road specifications, and will pave the road with 4-inch thick asphalt in a manner that complies with the City's standard road specifications.
 - i. The piping will consist of approximately 264 linear feet of 18-inch concrete pipe, with two 4' x 4' boxes.
 - ii. In all areas where possible based on right-of-way width, the road base and pavement will be 22 feet wide.

- c. The County will improve and pave the remaining area to a width of 22 feet no later than one year after the County has either acquired the necessary right-of-way or obtained a right of occupancy agreement or order.
3. Within 60 days after the County completes the road improvements described in this Agreement, the City will adopt an ordinance approving the annexation of the area proposed for annexation by the County in Resolution 40-2025, which is attached as Exhibit 1.
4. Following the adoption of the ordinance approving the annexation, the City will proceed with all required steps to complete the annexation in a reasonably prompt manner, complying with all statutory timelines, including the 60-day requirement in Utah Code § 10-2-813 for filing with the lieutenant governor's office.
5. This Agreement establishes a cooperative undertaking, but not a joint venture, between the Parties. Neither Party shall serve as the legal representative or agent of the other Party for any purpose. Neither Party shall have power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of the other Party. Neither Party shall have any obligation with respect to the other Party's debts or other liabilities, except as specifically provided in this Agreement.
6. The City and the County are governmental entities subject to the Utah Governmental Immunity Act (Utah Code Ann. § 63G-7-101, et seq.) (the "Immunity Act"). It is mutually agreed that each Party is responsible and liable for its own wrongful or negligent acts that are committed by it or by its agents, officials, or employees. Neither Party waives any defenses otherwise available under the Immunity Act, nor does either Party waive any limits of liability currently provided by the Immunity Act.
7. Each Party will be responsible for maintaining its own financial budget for its participation in this Agreement. There will be no joint budget.
8. This Agreement shall become effective upon (a) its approval and execution by each Party; and (b) the filing of an executed copy of this Agreement with the keeper of records of each Party.
9. Duration of Agreement.
 - a. The Parties may not unilaterally terminate this Agreement, but they may mutually agree to terminate the Agreement at any time.
 - b. Unless terminated earlier by mutual agreement of the Parties, this Agreement shall remain in effect until both Parties have completed their obligations defined above and all applicable statutes of limitations have

passed. However, in no case shall the term of the Agreement exceed 50 years.

10. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party.
11. To comply with the Act (sections 11-13-206 and 11-13-207), the City appoints its Mayor as its administrator for all matters relating to the City's participation in this Agreement. The County appoints its Community Development director as its administrator for all matters relating to the County's participation in this Agreement. A Party may change the designation of its administrator by providing written notice to the other Party. To the extent that any joint administration of this Agreement becomes necessary, the Parties' administrators named above, or their designees or successors, shall constitute a joint board for this purpose, and each Party shall have an equal vote in any decision. However, unless otherwise specified in this Agreement, each Party shall have full authority to act on its own, without coordination with the other Party, in fulfilling its own independent obligations under this Agreement.
12. No separate legal entity is created by this Agreement. There shall be no joint acquisition or joint ownership of property, real or otherwise.
13. The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.
14. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If an ambiguity or question of intent or interpretation arises, there shall be no presumption in favor of either party by virtue of the authorship of any of the provisions of this Agreement. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall remain enforceable and in effect, unless the invalidation of the provision materially alters this Agreement. If the invalidation of the provision materially alters the Agreement, the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties.
15. This Agreement sets forth the entire understanding of the Parties. All prior negotiations, understandings, representations, inducements, and agreements, whether oral or written, and whether made by a Party hereto or by anyone acting on behalf of a Party, shall be of no force or effect. No amendment to this Agreement shall be valid or binding unless in writing and signed by both Parties.
16. Each individual signing this Agreement on behalf of a Party hereby represents and warrants, through his or her signature, that he or she is authorized to bind the Party.

17. In satisfaction of additional requirements of the Act, the Parties agree as follows:
- a. This Agreement shall be authorized and adopted, by resolution, by the legislative bodies of the City and the County, in accordance with section 11-13-202.5 of the Act.
 - b. This Agreement shall be reviewed by a duly authorized attorney on behalf of each Party, in accordance with section 11-13-202.5(3) of the Act.
 - c. A duly executed copy of this Agreement shall be filed promptly with the keeper of records of each Party, pursuant to section 11-13-209 of the Act.
 - d. Promptly after execution of this Agreement by the Parties, each Party shall publish notice regarding this Agreement pursuant to section 11-13-219 of the Act.

Both Parties hereby agree to the conditions of this Agreement.

PLAIN CITY

BY: _____ DATED: _____

Approved: _____
City Attorney

WEBER COUNTY

BY: _____ DATED: _____
Gage Froerer
County Commission Chair

Attest: _____ DATED: _____
Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved: _____
Deputy County Attorney

EXHIBIT 1

Copy of Weber County Resolution 40-2025, adopted September 30, 2025