

PLAIN CITY COUNCIL
MINUTES OF REGULAR MEETING
AUGUST 19, 2021

The City Council of Plain City convened in a regular meeting at City Hall on Thursday, August 19, 2021 also accessible via ZOOM beginning at 7:00 p.m.

Present: Mayor Jon Beesley, Councilmembers Jed Jenkins, Rachael Beal, Buddy Sadler, Don Weston and Todd Skeen
Staff: Diane Hirschi, Dan Schuler
Present: Mark Staples, Craig Call, Eric & Melissa Miller, Jake Jones, Brian Masters, Rich Skeen, Shane Skeen, Dustin Skeen
Also Present via Zoom: Brandon Richards, Jim Beesley, Rob Ortega, Shad, Blake Jenkins

Call to Order: Mayor Beesley
Pledge of Allegiance: Councilmember Jenkins
Invocation/Moment of Silence: Councilmember Weston

Approval of Minutes from August 6, 2021

Councilmember Sadler moved to approve the minutes from the regular meeting on August 6, 2021 as presented.

Councilmember Skeen seconded the motion. Councilmembers Jenkins, Beal, Sadler, Weston and Skeen voted aye. The motion carried.

Comments: Public

None

Report from Planning Commission

None

Discussion/Motion: Waive Rental Fee for Pioneer Park Pavilion – Fremont Football

Mayor Beesley reviewed park and bowery rental policies. He spoke of hard costs associated with public facility security and maintenance. Fremont Football Booster Club representative, Brian Masters explained that the football team will be meeting at Fremont High School and only need to use the Pioneer Park Pavilion if the Health Department requires a change of venue. He noted that the kitchen will not be used. He asked the City Council if they will waive the Rental Fee should the team be required to have their activity in a larger, outdoor space. He expected that the Health Department will notify them of such restrictions with ample time for rental scheduling. He submitted that members of the Booster Club will ensure the facility is clean after events. Councilmember Sadler asserted that Fremont High School charges the City for use of their facilities. He advised that the football team can use the bowery without a reservation, at no cost. Brian Masters clarified that fees for use of Fremont High School spaces are determined by the Weber School District. **Councilmember Weston moved to Waive the Rental Fee for Pioneer Park Pavilion for Fremont Football. Councilmember Skeen seconded the motion. Councilmembers Jenkins, Beal, Weston and Skeen voted aye. Councilmember Sadler voted nay. The motion carried.**

Discussion/Motion: Final Approval of West Park Phase 2

Mayor Beesley referred to the City Engineer's memorandum for this development, dated July 30, 2021. He informed that the Project Engineer has issued a response, addressing all concerns. He noted that an updated plat was not presented for Council review. Public Works Director, Dan Schuler indicated that the City Engineer has requested more time to review the mentioned response and updated plat drawings. **Councilmember Sadler moved to table Final Approval of West Park Phase 2, to provide adequate time for the City Engineer to review updates. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Weston and Skeen voted aye. The motion carried.**

Discussion/Motion: Skeen Subdivision – ROW and Utilities Improvement Agreement

Mayor Beesley spoke of his involvement in arriving at the presented ROW and Utilities Improvement Agreement with the Skeens. He remarked on addendums advised by the City Engineer, City Recorder and City Attorney. He commented on a time frame for the installation of utilities. Project developer, Dustin Skeen expounded the expected schedule for utility work. He outlined plans for necessary road cuts and patching. Councilmember Sadler instructed that occupancy for homes built in the subdivision cannot be granted until a driveway is formed to the street. Mayor Beesley pointed out unique conditions related to the coordination of utility provisions with the City plans for road construction. He affirmed that the City Attorney has reviewed the Agreement. Plain City resident and attorney representing the Skeens, Craig Call recognized the project's uncommon circumstances. He told of a clause in the contract that limits the time frame for the submittal of formal dissensions to thirty days. Councilmember Sadler contemplated a scenario in which the road improvement project is delayed. Craig Call explained how the Agreement addresses potential lapses. Councilmember Beal asserted that subdivision improvements must be complete per City ordinance before occupancy can be granted. She considered an amendment to the zoning ordinance in anticipation of delayed

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completion of the street, to allow occupancy with rudimentary improvements. Councilmember Skeen acknowledged positive aspects of concurrently working on improvements for the proposed Skeen subdivision and the City roads project. Craig Call reviewed and clarified section six of the ROW and Utilities Improvement Agreement. Councilmember Sadler asked if the City Attorney has provided written findings for the recently revised Agreement that includes section six. City Recorder, Diane Hirschi indicated that the latest draft was distributed to staff and Councilmembers on Monday, August 16th. Councilmember Beal contended that the current zoning ordinance must be amended before the extreme exception within the Agreement can be accepted. She proposed that a time limit be specified for such exceptions. Mayor Beesley gave details on the intended schedule for road construction. Dustin Skeen made mention of a Deferral Agreement option that is available. Councilmember Sadler informed that the Deferral Agreement is only permissible for singular lots – not developments, per se. City Attorney, Brandon Richards confirmed that he has reviewed the most recent draft of the ROW and Utilities Improvement Agreement. He commented on typical escrow arrangements that will be precluded with this Agreement. Property co-owner, Shane Skeen noted that the family has a vested interest in final acceptance of this subdivision, as two family members will be residing there. Councilmember Sadler recommended that funds for the completion of improvements be held in escrow. Property co-owner, Rich Skeen suggested that a bond be used to guarantee payment for utilities installation. Brandon Richards stated that the City does not have an ordinance that would allow such an instrument. He explained why a past administration removed the provision. **Councilmember Sadler moved to table the presented ROW and Utilities Improvement Agreement. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Weston and Skeen voted aye. The motion carried.**

Discussion/Motion: Set Public Hearing for Budget Adjustment

Councilmember Sadler moved to Set Public Hearing for Budget Adjustment – Sept 16, 2021. Councilmember Beal seconded the motion. Councilmembers Jenkins, Beal, Sadler, Weston and Skeen voted aye. The motion carried.

Discussion/Motion: Amend Public Works Standard – Restoration of Surface Improvements

Dan Schuler described the proposed Public Works Standard changes. He affirmed that the amendment reflects maintenance technologies required by Utah Department of Transportation (UDOT). Councilmember Weston contrasted anticipated results from the revised restoration methods and current repair standards for utility cuts. Mayor Beesley reasoned that some of the new restoration requirements are excessive. Dan Schuler indicated; the size of the stipulated restoration will require use of large equipment and enhanced construction practices to form, effectively eliminating makeshift repairs. He verified that a compaction test is mandatory for trench backfills. **Councilmember Skeen moved to approve Resolution 2001-08, Public Works Standard Amendment – Restoration of Surface Improvements. Councilmember Jenkins seconded the motion. Councilmembers Jenkins, Beal, Sadler and Skeen voted aye. Councilmember Weston voted nay. The motion carried.**

Discussion/Motion: Appointment of Fire Chief

Mayor Beesley recapped the terms under which Fire Chief Dennis Crezee resigned, two months ago. He thanked Dennis Crezee for reapplying when the job was advertised and noted that he was the only applicant. Dennis Crezee introduced himself. Councilmember Sadler stated that Dennis Crezee did a great job as Fire Chief when he previously held the position. He voiced his support for his reinstatement. Mayor Beesley announced that he would like to appoint Dennis Crezee, Plain City Fire Chief, and petitioned approval from the Council. **Councilmember Weston moved to approve the Appointment of Dennis Crezee. Councilmember Sadler seconded the motion. Councilmembers Jenkins, Beal, Sadler and Skeen voted aye. Councilmember Weston voted nay. The motion carried.**

Discussion/Motion: Approval of Mayor's Assistant Candidate

Mayor Beesley indicated that there were two applicants for the Mayor's Assistant position. He informed that Professional Consultant, Matt Dixon and Councilmember Sadler conducted the interviews and selected Melissa Miller. Councilmember Weston commented on grant writing and asked Melissa Miller about her experience with the process. Melissa Miller indicated that she will learn the process quickly. She affirmed that she has experienced associates in her corner. Councilmember Sadler reported that Melissa Miller composed an impressive press release during her assessment for the position. He attested that she is an outstanding candidate, overall. Mayor Beesley announced that he would like to hire Melissa Miller to the Mayor's Assistant position and petitioned approval from the Council. **Councilmember Sadler moved to approve the hiring of Melissa Miller as the Mayor's Assistant. Councilmember Weston seconded the motion. Councilmembers Jenkins, Beal, Sadler, Weston and Skeen voted aye. The motion carried.**

Motion: Approval of Business Licenses

Solicitor

Energy Savers LLC (ES Solar) Energy Savers 2115 E 2150 N Layton solicitor

Councilmember Weston moved to approve the business licenses as presented. Councilmember Skeen seconded the motion. Councilmembers Jenkins, Beal, Sadler, Weston and Skeen voted aye. The motion carried.

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Motion: Approval of Warrant Register

See warrant register dated 08/01/2021 and 08/18/2021. **Councilmember Beal moved to approve and pay the bills as presented. Councilmember Sadler seconded the motion. Councilmembers Jenkins, Beal, Sadler, Weston and Skeen voted aye. The motion carried.**

Report from City Council

Councilmember Weston expressed approval of the new, paved parking on the east side of the arena.

Councilmember Sadler queried about the status of State financial assistance paperwork for funds to be used toward the headworks project. Dan Schuler reported that Utah Division of Water Quality representatives met with him onsite to assess conditions.

Councilmember Sadler remarked on the Fire Department storage shed that torn down when new restrooms and a bowery were built. He asserted that the City should replace the shed.

Councilmember Beal referred to an email she received from Recyclops and explained that the company's aim is to make recycling accessible and affordable to all. She indicated that representatives are available on October 7th to give a presentation to the Council. She proposed that the City Council review the existing ordinance for telecommunications and consider updating it. Councilmember Jenkins yielded.

Mayor Beesley announced that Pineview Water Systems will be shutting off secondary water to Plain City on September 10th. He encouraged residents to use water sparingly.

At 8:24 p.m. Councilmember Weston moved to adjourn and was seconded by Councilmember Skeen seconded the motion. The vote was unanimous.

City Recorder

Mayor

Date approved _____

TO: Mayor and City Council
FROM: Diane
DATE: August 27, 2021
SUBJECT: River Crossing Development

Attached is what we have on the development of River Crossing. As you will be able to see from the original application of River Crossing, it began in 2005. Kent Buie started the project. The project never really took off with Kent and was years later taken over by Randy Marriott/Jeff Hales. Jeff claims that he is following what was agreed to at the time but now he wants one more lot. He went to Technical Review with phase 3 and it was suggested to him to ask for a work meeting with the council. It would be a great time to finalize the development agreement.

**River Crossing
Consent Agreement
Outline**

- Plain City to Rezone Property to RE-15 Designation
- Project to consist of approximately eighty-two (82) single family lots
- Lot mix to consist of 1/3 to 1/2 acre lots
- Lot mix percentage to be approximately
 - 1/3 Acre Lots - 53 ea. - 65%
 - 1/3 + Acre Lots - 14 ea. - 17%
 - 1/2 Acre Lots - 14 ea. - 17%
- Open Space/Wetlands to consist of approximately 5.25 acres - 11.4%
- Temporary Emergency gravel access fifteen (15) feet wide to be included on plat
- Plain City will consider PRUD option in the RE-15 Zone that incorporates a master plan containing additional properties extending west from 4700 West to the property under consideration

River Crossing
Consent Agreement
Outline

- Plain City to Rezone Property to RE-15 Designation
- Project to consist of approximately eighty-two (82) single family lots
- Lot mix to consist of 1/3 to 1/2 lots
- Lot mix percentage to be approximately

1338

1452 1/3 Acre Lots - 53 ea. - 65%

536 vs 15000

+1/3 Acre Lots - 14 ea. - 17%

2000 1/2 Acre Lots - 14 ea. - 17% 12

- Open Space/Wetlands to consist of approximately 5.25 acres - 11.4%
- Trail System to be a part of Open Space/Wetlands
- Temporary Emergency Gravel Access Road to be included on plat (15')
- Plain City will consider PRUD option in the RE-25 Zone that incorporates a Master Plan containing properties extending west of 4700 West to the property under consideration.

ADDENDUM TO
APPLICATION TO AMEND
THE PLAIN CITY ZONING MAP

- a. The proposed River Crossing residential community as proposed will consist of eight-two (82) lots ranging from 1.63 acres to .33 acre. The project will contain approximately 5.25 acres of open space that consists of the Warren Canal, slough and detention ponds developed in a plan that will enhance these areas and make them more accessible to residents of River Crossing and the neighboring public.
- b. The net density resulting from this proposed development will be 1.78 units per acre, slightly more than allowed without open space dedication in the RE-20 Zone. The net effective density when factoring in the open space with the RE-15 Zone is roughly equivalent.
- c. ~~It is believed the net effect of the proposed application is in harmony with the intent of the City General Plan as stated in Paragraph b above.~~
- d. The proposed River Crossing residential community is well planned and takes into consideration the various characteristics of the site and it's surrounding properties. The plan addresses the agricultural nature of the community by adopting a plan that leaves the current canals and sloughs intact without imposing development pressures to reconfigure or relocate these features by respecting their historical and natural courses. As they currently exist they are largely inaccessible to the community and when enhanced they benefit the residents of River Crossing and the general public. Paths and trails will be incorporated that allow for future contiguous properties to interconnect thereby establishing, in the future, the beginning of a regional trail system within Plain City.

In an effort to provide open space as proposed it is necessary to obtain additional density to offset the cost of land acquisition and improvements of t open space, however, in the process the overall density is not significantly more than in the existing zone.

ADDENDUM TO
APPLICATION TO AMEND
THE PLAIN CITY ZONING MAP

- a. The proposed River Crossing residential community as proposed will consist of eight-two (82) lots ranging from 1.63 acres to .33 acre. The project will contain approximately 5.25 acres of open space that consists of the Warren Canal, slough and detention ponds developed in a plan that will enhance these areas and make them more accessible to residents of River Crossing and the neighboring public.
- b. The net density resulting from this proposed development will be 1.78 units per acre, slightly more than allowed without open space dedication in the RE-20 Zone. The net effective density when factoring in the open space with the RE-15 Zone is roughly equivalent.
- c. It is believed the net effect of the proposed application is in harmony with the intent of the City General Plan as stated in Paragraph b above.
- d. The proposed River Crossing residential community is well planned and takes into consideration the various characteristics of the site and it's surrounding properties. The plan addresses the agricultural nature of the community by adopting a plan that leaves the current canals and sloughs intact without imposing development pressures to reconfigure or relocate these features by respecting their historical and natural courses. As they currently exist they are largely inaccessible to the community and when enhanced they benefit the residents of River Crossing and the general public. Paths and trails will be incorporated that allow for future contiguous properties to interconnect thereby establishing, in the future, the beginning of a regional trail system within Plain City.

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APPLICATION TO AMEND THE PLAIN CITY ZONING MAP

Petition No. _____ Parcel No. 150170041, 150170040, 150170020
Date Submitted 12/28/05
Address of Site 4900 WEST 1500 NO.
Applicant's Name CICADA CORPORATION - KENT BUIE
Phone Number 801-531-5157
Address 3580. RIO GRANDE, SUITE 200 SLC. UT 84101

FEE SCHEDULE:

X

\$75.00 for each petition to rezone a tract of land to
an Agriculture or Residential Use.

\$75.00 for each petition to rezone a tract of land to
Commercial, Planned Commercial or Manufacturing Zone.

DATE FEE RECEIVED 12-28-05 AMOUNT \$ 75.00 CK # 1021

Note: The Applicant must submit a legal description and a plat map drawn to scale showing the property line of the proposed change together with the ownership of all the land within 500 feet of the proposed change. The Planning Commission must review the request from the standpoint that changes in the Zoning Map cannot be made unless it is in the interest of the public generally.

Present Zoning of Property: RE20 Present use of Property: Agriculture

Proposed Zoning of Property: RE15

Proposed use of Property if rezoned (explain in detail)

THE PROPERTY WILL BE USED TO DEVELOP A RESIDENTIAL COMMUNITY
CONSISTING OF 62 LOTS.

Acreage of Property: 46.4AC.

Reason why Rezoning is Requested:

THE MAJORITY OF THE PROPERTY LIES OUTSIDE OF THE CITY LIMITS
OF PLAIN CITY AND AS SUCH DOES NOT CURRENTLY POSSESS A
PLAIN CITY ZONING DESIGNATION. THE PURPOSE OF THIS APPLICATION
IS TO ESTABLISH A ZONE CONSISTENT WITH PLAIN CITY ORDINANCE

Will the proposed Rezoning conform to the City General Plan? ☒ Yes ☐ No
(Explain and attach)

Please answer the following questions with specifics and attach a separate sheet. This information will be forwarded to the Planning Commission members for review.

- Why should the present zoning be changed to allow this proposal?
- How is the proposed change in harmony with the City General Plan for this area?
- If it is not, what conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change.
- How is the change in the public's interest as well as the applicant's desire?

Please list the names and addresses of all property owners located within 500 feet of any point of the affected property. Use addition paper if necessary. Letters will be sent to the owners by the City informing them of this request.

NAME	William J. Jones Fox	2718 No. 4350 WEST 84404
	Kurt R. Schull	1320 No. 5200 WEST
		ADDRESS
	THOMAS V. & DAVID E. FAVERO	1295 No. 4700 WEST 84404
	LARRY D. HOOSON	4794 WEST 1500 NORTH 84404
	BRUCKLAND INVESTMENTS LTD	
	DAMLEANE T. RHEAD	1730 NO. 4700 WEST
	Nona KIDMAN	
	MARK LOWMYER	
	TALISA GOODMAN	5021 WEST 1500 NORTH 84404
	KENT N. LACKIN	5079 WEST 1500 NORTH 84404
	FLORY R. & MARY NAYLOR	5101 WEST 1500 NORTH
	ZANNA CHICO, TRUSTEE	
	REBECCA PRADT	
Signature of Applicant	Cecilia Corp	Signature of Property Owner

I authorize _____ to act as my representative in all matters relating to this application.

Signature of Property Owner

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- b. The net density resulting from this proposed development will be 1.78 units per acre, slightly more than allowed without open space dedication in the RE-20 Zone. The net effective density when factoring in the open space with the RE-15 Zone is roughly equivalent.
- c. It is believed the net effect of the proposed application is in harmony with the intent of the City General Plan as stated in Paragraph b above.
- d. The proposed River Crossing residential community is well planned and takes into consideration the various characteristics of the site and it's surrounding properties. The plan addresses the agricultural nature of the community by adopting a plan that leaves the current canals and sloughs intact without imposing development pressures to reconfigure or relocate these features by respecting their historical and natural courses. As they currently exist they are largely inaccessible to the community and when enhanced they benefit the residents of River Crossing and the general public. Paths and trails will be incorporated that allow for future contiguous properties to interconnect thereby establishing, in the future, the beginning of a regional trail system within Plain City.

In an effort to provide open space as proposed it is necessary to obtain additional density to offset the cost of land acquisition and improvements of t open space, however, in the process the overall density is not significantly more than in the existing zone.

APPLICATION REQUIREMENTS FOR ZONING MAP CHANGE

1. The property owner shall submit the following:
 - a. An application formally requesting a zoning change.
 - b. A plat map of the area of the requested zone change.
 - c. A legal description of the subject property.
 - d. A rezoning fee as indicated on the zoning application.
 2. The Planning staff require at least 10 days for review of the proposed amendment. The Zoning Ordinance change request is placed on the Planning Commission agenda. The Planning Commission may set a date for a public Hearing and will make a recommendation to the City Council.
 3. The City Council reviews the recommendation from the Planning Commission and will schedule a public hearing to discuss the proposed change. This hearing will be held thirty (30) days following the presentation of the Planning Commission to the City Council.
 4. The City Council, following the public hearing will pass a motion either approving or denying the requested zone change. If the request is approved, an official zoning ordinance will be signed and filed. The rezoning becomes effective 15 days after publication of the ordinance.
-

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Subject: Review of River Crossing Development Agreement

From: "KENNETH D BRADSHAW" <kdb_pmb2@msn.com>

Date: Tue, April 11, 2006 3:17 pm

To: JayJenki@wyoming.com

Cc: rkbuie@ardfinn.com ([more](#))

Priority: Normal

Options: [View Full Header](#) | [View Printable Version](#) | [View Message details](#)

Mayor:

I have been asked to review the proposed development Agreement regarding "River Crossing". I have done so and have noted my comments in large, bold type in the body of the text of the draft agreement.

As you will see, most of what concerns me is, rather than legal, policy in nature although I do question, generally, the wisdom of granting essentially carte blanc prior approval to subdivisions that may or may not ultimately appear.

I am sending a copy of this email to Mr. Buie for his information as well

Ken

Attachments:

[Development Agreement With Initial Review Comments - 11 Apr 06.doc](#) 57 k [application/msword] [download](#)

Take Address

**DEVELOPMENT AGREEMENT
RIVER CROSSING, PLAIN CITY, UTAH**

THIS AGREEMENT is entered into effective _____, 2006, by and between **CICADIS CORPORATION and BP PROPERTIES, LLC**, or assigns ("**Developer**") and **PLAIN CITY**, a Utah municipal corporation ("**City**"). Developer and City are hereinafter referred to collectively as the "**Parties**," or individually as a "**Party**."

WHEREAS, Developer is desirous of developing the real property legally described on **Exhibit A** attached hereto; and

WHEREAS, City recognizes the value of such development to the City and has determined such development to be in the vital **[I'm not sure the City has found this development to be "in the vital and best interest" of the City, but rather that it is allowed. However, this is a policy issue and if the Governing Body were so to declare, all fine and good.]** and best interest of City and the health, safety, morals, and welfare of its residents, and has determined the same to be in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements;

NOW THEREFORE, in consideration of the agreements set forth herein, the representations and actions of the parties hereto and other consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follow:

1. City hereby approves Developer's Preliminary Plat for the development of the Property attached hereto as **Exhibit B** (the "**Plat**"). **[I'm not privy at this point to Exhibit "B", but I am assuming for purpose of this review, that the City Planning Commission has had access to it and has no material concerns. If that is not the case, then ultimate approval of this agreement should be withheld until the concerns of the Planning Commission and the City Council have been adequately addressed.]** City further agrees to use all lawful efforts to support and advance **[I'm not sure the City has determined to "support and advance" this development plan, rather, again, the City finds that it is lawful, and generally permitted. Should the Governing Body determine that they want to take this strong a position in support, all well and good – again, that is a policy decision.]** Developer's plan to develop the Property as shown on the Plat and as follows (the "**Project**"):

a. Property to be annexed into and re-zoned to RE-15 zone; **[I'm not sure the City has agreed, or even should agree, in advance – and prior to the necessary public hearings, to annex or zone. If this has already been agreed, I am not aware of same.]**

b. Project to consist of approximately eight-two (82) single family lots as generally as shown on the Plat. Lots sizes shall be: approximately fourteen (14) one-half (1/2) acre lots; approximately fourteen (14) lots between one-half (1/2) and one-third (1/3) acre in size; and approximately fifty-three (53) one-third (1/3) acre lots. Developer, however, may make revisions to the Plat and City shall **[This should read something like... the City will not unreasonably withhold approval of such revisions as long as those changes maintain..... not that a full-blown prior approval has already been given]** support the same as long as such changes maintain the general spirit of the Plat;

c. Approximately five and one-quarter (5.25) acres of open space/wetlands, including a trail system;

d. Fifteen feet (15') wide temporary emergency gravel access road; and

e. If Developer acquires and develops the property to the east of the Property extending to 4700 West, City will use all lawful efforts to support re-zoning the same to PRUD RE-15 zoning. **[I'm not sure the City has agreed, or even should agree, in advance – and prior to the necessary public hearings, to annex or zone. Rather, the City may want to affirm that it will not unreasonably withhold approval. If this has already been agreed, I am not aware of same.]**

2. Before commencement of the construction or development of any buildings, structures or other improvements on the Property, Developer shall, at its own expense, secure, or cause to be secured, any and all permits required in order to construct the Project. City shall provide all reasonable assistance to Developer in securing those permits. Developer shall carry out all construction of the improvements of the Project in conformity with all applicable laws and all applicable federal and state labor standards.

3. Developer for itself and its successors and assigns, agrees that during the construction of improvements of the Project Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, ancestry or national origin. Developer shall take action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, marital status, ancestry, or national origin.

4. For the purpose of this Agreement, it is understood that the Parties are independent contractors and no employee or agent of one is, for any purpose of this Agreement, an employee or agent of the other. Nothing contained herein, or any of the obligations of the Parties hereunder, shall in any manner inure to the benefit of third parties.

5. Each Party agrees and covenants to hold the other Party harmless, and to indemnify and defend it and its officers and agents from and against any and all claims for loss, damage or injury, including death, sustained by any person and damage or injury to property and for all expenses, including reasonable attorney's fees incurred or thereby arising from the actions of the indemnitor, its principals, staff, agents, contractors or employees. The provisions of this section

shall survive the termination of this Agreement for any reason with respect to any matters arising prior to the termination of this Agreement.

6. This Agreement embodies the entire agreement between the City and the Developer regarding the subject matter hereof. No oral agreements or conversations shall affect or modify any of the terms or obligations contained in this Agreement. This Agreement may be amended only by written agreement of the parties.

7. This Agreement has been negotiated by the respective parties hereto and their attorneys and the language hereof will not be construed for or against either party. Any deletion of language from this Agreement prior to execution by all parties hereto shall not be construed to have any particular meaning or to raise any presumption or implication, including without limitation, any implication that the parties intended thereby to state the converse or opposite of the deleted language.

8. In this Agreement, the singular includes the plural and the plural the singular; words imparting any gender include the other genders and the neuter; references to "Article," "Section," or "Exhibit," and like reference shall be to this Agreement unless otherwise specifically provided; the words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision here; references to "writing" include printing, typing, and other means of reproducing words in a visible form; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms; and references to persons include their permitted successors and assigns. Unless the context in which used herein otherwise clearly requires, "or" has the inclusive meaning represented by the phrase "and/or."

9. Whenever under this Agreement provision is made for one party securing the consent or approval of the other, such consent or approval shall not be unreasonably withheld, delayed or conditioned. Each party also agrees to act reasonably in all respects hereunder.

10. Any headings or captions appearing in this Agreement are for convenience only and are not to be used to construe, interpret or define the provisions hereof. All notices, consents and communications required or provided for hereunder shall be in writing. Facsimile transmission hereof shall be the same as delivery of an original signed copy. At the request of any party, however, the parties will confirm facsimile-transmitted signatures by signing and delivering an original hereof.

11. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

12. This Agreement may be executed in counterparts, all of which shall constitute but one and the same instrument. The signature pages of exact copies hereof may be attached to one copy to form one complete document. Each executed counterpart hereof shall be deemed an original hereof for all purposes.

13. No waiver by any Party of any breach or default by any other Party in the performance by such Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any breach or default in the performance by such Party of any other obligations under this Agreement. Failure of any Party to notify any other Party hereto of a default on the part of said other Party, shall not constitute a waiver by such failing Party of the rights of such failing Party under this Agreement.

14. This Agreement shall be governed by and construed in accordance with the law of the State of Utah. If any provisions of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Each notice associated with this Agreement shall be in writing and shall be deemed to have been properly given if served by personal service, nationally recognized overnight delivery service or by deposit with the United States Postal Service, certified mail with return receipt requested, and bearing adequate postage and addressed as hereafter provided. Each notice shall be deemed to have been received upon delivery or refusal thereof Notice to the Parties shall be addressed as follows (or to such other address as may be designated in accordance with the provisions hereof):

Developer:

CICADIS CORPORATION
and BP PROPERTIES, LLC

City:

16. The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.

17. All Exhibits attached hereto are incorporated herein by reference.

18. The Parties have read this document and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

(signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY:

PLAIN CITY, a municipal corporation

By: _____

Its: _____

Attest: _____

Its: _____

APPROVED AS TO FORM:

City Attorney

DEVELOPER:

CICADIS CORPORATION

By: _____

Its: _____

BP PROPERTIES, LLC

By: _____

Its: _____

Current Folder: INBOX

[Sign Out](#)[Compose](#) [Addresses](#) [Folders](#) [Options](#) [Search](#) [Help](#) [Calendar](#)[Message List](#) | [Delete](#)[Previous](#) | [Next](#)[Forward](#) | [Forward as Attachment](#) | [Reply](#) | [Reply All](#)**Subject:** Re: Review of River Crossing Development Agreement**From:** "kent buie" <rkbuie@ardfinn.com>**Date:** Tue, April 11, 2006 4:50 pm**To:** "KENNETH D BRADSHAW" <kdb_pmb2@msn.com> ([more](#))**Cc:** dhirschi@ci.plain-city.ut.us ([more](#))**Priority:** Normal**Options:** [View Full Header](#) | [View Printable Version](#) | [View Message details](#)

The development agreement was prepared as a first draft without the benefit of a template from the city. We would appreciate the opportunity to address Mr. Bradshaw's comments at the city's earliest convenience. Please feel free to call or email any comments or questions.

Kent Buie
531-5157 direct
631-9105 cell
rkbuie@ardfinn.com

----- Original Message -----

From: "KENNETH D BRADSHAW" <kdb_pmb2@msn.com>**To:** <JayJenki@wyoming.com>**Cc:** <rkbuie@ardfinn.com>; <dhirschi@ci.plain-city.ut.us>; <dhirschi@relia.net>**Sent:** Tuesday, April 11, 2006 3:17 PM**Subject:** Review of River Crossing Development Agreement

> Mayor:

>

> I have been asked to review the proposed development Agreement regarding
> "River Crossing". I have done so and have noted my comments in large,
bold

> type in the body of the text of the draft agreement.

>

> As you will see, most of what concerns me is, rather than legal, policy in
— > nature although I do question, generally, the wisdom of granting
essentially> carte blanc prior approval to subdivisions that may or may not ultimately
> appear.

>

> I am sending a copy of this email to Mr. Buie for his information as well

>

> Ken

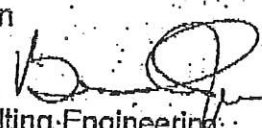
>

>

[Take Address](#)



To: Kathy Campbell, Planning Commission Secretary
Plain City Corporation

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

Date: March 19, 2015

Subject: River Crossing Subdivision - Plan Review

We have completed our review of the final plans for the River Crossing Subdivision and have the following comments:

1. This subdivision was submitted to the City for preliminary approval in 2006. The current layout differs somewhat from the plan that was originally approved. The Developer should provide the City with an overall plan of the Development so the City can evaluate the overall layout of the development. If the plan is significantly different, the development may be required to go through the preliminary approval process.
2. A traffic study was completed with the original plan submittal that made several recommendations regarding the entrance of the subdivision. These recommendations would improve the safety at the entrance to the development. The Developer should obtain a copy of the study and incorporate the recommendations presented in the traffic study into the design at the intersection of 4925 West and 1500 North Streets.
3. Jurisdictional wetlands were identified during the previous review process. These areas should be clearly identified on the plat and construction drawings.
4. A geotechnical study was completed during the previous review process. The study indicated there was groundwater between 3 and 7 feet below the existing ground surface. The depth of excavation for new homes should be restricted based on the study and the location of the residence. Plans should show a table indicating the lot number and the maximum depth of excavation. The lowest finished floor should be approximately 2-feet above the measured depth of groundwater.
5. There is no secondary access shown on the plan. A secondary access for emergencies should be identified.
6. If the submitted plans are for Phase 1, the phase number should be added to the title of the construction drawings.

Knox Key
development agreement
Lot 9 R

20
Remainder Parcel
Meal Box
Look like 300 ft
1500

20-17 Lots

Dec
10
2007

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 4277 W 3600 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 RE-30:

19-008-0014 – Con L Wilcox and wf Jerilyn J

BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING NORTH 89D17'08" WEST 987.23 FEET ALONG THE QUARTERSECTION LINE FROM A PK NAIL IN THE ASPHALT IN 3600 WEST STREET REPRESENTING THE EAST QUARTER CONER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE NORTH 89D17'08" WEST 1666.29 FEET ALONG THE QUARTERSECTION LINE TO A 2" STEEL POST REPRESENTING THE CENTER OF SECTION, 20 TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0D56'47" EAST 2123.22 FEET ALONG A FENCE LINE REPRESENTING THE QUARTER SECTION LINE TO A FENCE "T", SAID POINT BEING SOUTH 0D56'47" WEST 509.77 FEET ALONG THE QUARTER SECTION LINE FROM A WEBER COUNTY BRASS CAP REPRESENTING THE NORTH QUARTER CORNER OF SETION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89D19'18" EAST 921.21 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE SOUTH 13D09'26" EAST 819.48 FEET ALONG A FENCE LINE TO A FENCE LINE; THENCE SOUTH 86D49'48" EAST 562.23 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE SOUTH 1D40'04" WEST 1304.30 FEET ALONG A FENCE LINE TO THE QUARTER SECTION LINE, BEING POINT OF BEGINNING. CONTAINS 3.029,562 SQUARE FEET, 69,549 ACRES. TOGETHER WITH AND SUBJECT TO 30 FOOT RIGHT OF WAY EASEMENT MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT BEING A PK NAIL IN THE ASPHALT IN 3600 WEST STREET REPRESENTING THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE SOUTH 0D53'44" WEST 30.00 FEET ALONG THE QUARTERSECTION LINE; THENCE NORTH 89D17'08" WEST 1057.14 FEET; THENCE NORTH 0D42'52" EAST 30.00 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89D17'08" EAST 1057.23 FEET ALONG THE QUARTERSECTION LINE TO THE POINT OF BEGINNING. E# 3149480. 69.54 ACRES

19-008-0015 – M.R. Wilde & Sons LLC

DESCRIBED AS FOLLOWS: PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, S L B & M. BEGINNING AT SOUTHEAST CORNER OF SAID SECTION 20, AND RUNNING THENCE SOUTH 90 DEGREES WEST 2640 FEET; THENCE NORTH 0 DEGREES EAST 4785 FEET; THENCE NORTH 90 DEGREES EAST 908 FEET THENCE SOUTH 12 DEG 40 MIN EAST 822.24 THENCE SOUTH 87 DEG 55 MIN EAST 562 FEET; THENCE SOUTH 0 DEG 53 MIN EAST 1322.42 FEET; THENCE NORTH 90 DEG EAST 969.68 FEET THENCE SOUTH 0 DEGREES EAST 2640.08 TO THE POINT OF BEGINNING. LESS AND EXCEPTING: BEGINNING AT A POINT ON THE QUARTERSECTION LINE, SAID POINT BEING NORTH 89D17'08" WEST 987.23 FEET ALONG THE QUARTER SECTION LINE FROM A PK NAIL IN THE ASPHALT IN 3600 WEST STREET REPRESENTING THE EAST QUARTER CONER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING. THENCE NORTH 89D17'08" WEST 1666.29 FEET ALONG THE QUARTER SECTION LINE TO A 2" STEEL POST REPRESENTING THE CENTER OF SECTION, 20 TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0D56'47" EAST 2123.22 FEET ALONG A FENCE LINE REPRESENTING THE QUARTERSECTION LINE TO A FENCE "T", SAID POINT BEING SOUTH 0D56'47" WEST 509.77 FEET ALONG THE QUARTER SECTION LINE FROM A WEBER COUNTY BRASS CAP REPRESENTING THE NORTH QUARTER CORNER OF SETION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89D19'18" EAST 921.21 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE SOUTH 13D09'26" EAST 819.48 FEET ALONG A FENCE LINE TO A FENCE LINE; THENCE SOUTH 86D49'48" EAST 562.23 FEET ALONG A FENCE LINE TO A FENCE CORNER, THENCE SOUTH 1D40'04" WEST 1304.30 FEET ALONG A FENCE LINE TO THE QUARTER SECTION LINE, BEING POINT OF BEGINNING. CONTAINS 3.029,562 SQUARE FEET, 69,549 ACRES. TOGETHER WITH AND SUBJECT TO 30 FOOT RIGHT OF WAY EASEMENT MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT BEING A PK NAIL IN THE ASPHALT IN 3600 WEST STREET REPRESENTING THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING: THENCE SOUTH 0D53'44" WEST 30.00 FEET ALONG THE QUARTERSECTION LINE; THENCE NORTH 89D17'08" WEST 1057.14 FEET; THENCE NORTH 0D42'52" EAST 30.00 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89D17'08" EAST 1057.23 FEET ALONG THE QUARTERSECTION LINE TO THE POINT OF BEGINNING. E# 3149480. 159.88 ACRES

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

Passed and ordered posted this _____ day of _____, 2021.

Mayor Jon Beesley

ATTEST:

City Recorder

SCALE 1" = 400'

SEE PAGE 5



SEE
PAGE
9

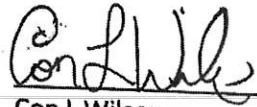
SEE PAGE 27

August 17, 2021

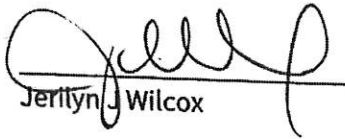
To whom it may concern,

I, Con Wilcox, and wife Jerilyn Wilcox agree to the change in zoning. We would like to put on record, again, that we are ok with, and we would like our property (parcel # 190080014) to be rezoned from A-2 to RE-30.

Thank you,

A handwritten signature in cursive script, appearing to read "Con L Wilcox", written over a horizontal line.

Con L Wilcox

A handwritten signature in cursive script, appearing to read "Jerilyn J Wilcox", written over a horizontal line.

Jerilyn J Wilcox

NOTICE OF DECISION

Plain City, Weber County, Utah

On June 24, 20 21, the Plain City Planning Commission recommends
[] Approval, [X] *Approval with condition(s), [] Disapproval, [] Tabled
of an application for Zoning Amendment – Burns Plain City, approximately 4277 W 3600 N (A-1 to RE-30),
received from (Applicant): Lync Construction

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 Jenkins motioned to recommend City Council approval of the Zoning Amendment – Burns Plain
City, approximately 4277 W 3600 N (A-1 to RE-30), contingent upon compliance with Title 10, Chapter 18:
SENSITIVE LAND USE, in Plain City Code. Commissioner Faulkner seconded the motion. Vote:
Commissioners Faulkner, Jenkins, Maw, Skeen and Chairman Neil voted aye. Motion carried.

Zoning Amendment Application

Application # _____

Location of Property APP. 4277 W. 3600 N

Land Serial Number(s) 190080013

Request from Zone A-1 to Zone RE-30

FEE: \$200.00 Date paid 5/24/21 Receipt # 2033796

*Property Owner ERIC WILDE

Phone 801-940-1442 Fax _____ Email ewilde@yahoo.com

Mailing Address 2737 N 7000E CROYDON, UT Zip 84018

Developer/Agent LYNC CONSTRUCTION

Phone 801-710-2234 Fax _____ Email lynconstruction@gmail.com

Mailing Address 1407 N MNT. RD OGDEN, UT Zip 84404

LEGAL DESCRIPTION: Please Attach

TOTAL AREA - Acres or Square Feet: 229.42 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

Application # _____

PROPERTY OWNER

STATE OF UTAH)
) ss
COUNTY OF WEBER)

I (we), Wilde: Sons LLC, 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.

E. R. Wohl - MANAGER
(Property Owner)

Subscribed and sworn to me this 28th day of April, 2021.



[Signature]
(Notary)
Residing in Weber County, Utah
My commission expires: 3-28-22

AGENT AUTHORIZATION

I (we), Wilde: Sons LLC, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Lynx Construction 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.

E. R. Wohl - MANAGER
(Property Owner)

(Agent)

(Property Owner)

Dated this 27th day of April, 2021, personally appeared before me E. R. Wohl, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.



[Signature]
(Notary)
Residing in Weber County, Utah
My commission expires: 3-28-22

5-4-2021

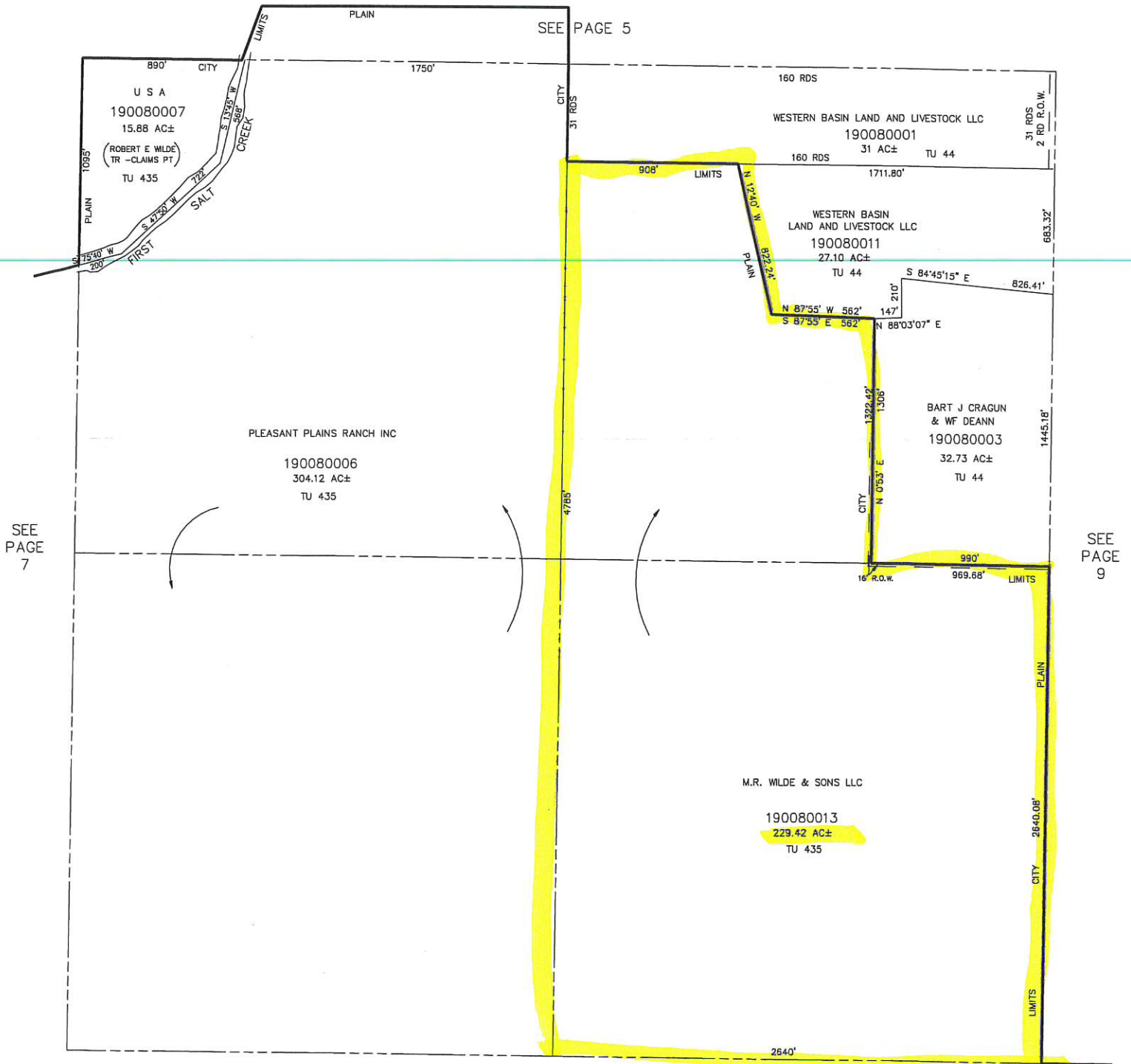
SECTION 20, T.7N., R.2W., S.L.B. & M.

8

TAXING UNIT: 44, 435

IN WEBER COUNTY

SCALE 1" = 400'



SUMMARY - Burns Plain City Preliminary Wetlands Assessment

The purpose of this preliminary wetlands assessment is to identify the presence of potential wetlands and other aquatic resource features that could potentially be regulated as WoUS by the USACE under Section 404 of the federal Clean Water Act.

The Project Area sits approximately 6.05 miles east the Great Salt Lake, 0.95 miles south of Willard Bay Reservoir and 2.65 miles north of the Weber River (Figure 1). It is situated in Section 20, Township 7 North, Range 2 West Salt Lake Base and Meridian (SLB&M) (Figures 2a and 2b). Surface topography ranges between approximately 4,214 feet and 4,224 feet and slopes east to west.

The Project Area is located on lake plane bordering the Great Salt Lake shorelands. It is within a historically agricultural landscape that has been undergoing development for residential land uses. The Project Area has been managed for livestock pasture and crop production. The ditch system that was installed to flood irrigate the property remains evident.

Two potential wetlands (Potential Wetland 1 and Potential Wetland 2) totaling 28.70 acres and six problem areas (Problem Area 1, Problem Area 2, Problem Area 3, Problem Area 4, Problem Area 5, and Problem Area 6) totaling 21.93 acres were identified within the Project Area boundaries (Figure 3, Table 1).

The nearest tributaries shown on the USGS topographic maps are Warm Springs Creek to the north and Dix Creek to the south (Figures 1). Except for Problem Area 5, all of the potential wetlands and problem areas appear to have surface connections to an off-site wetland complex

Mr. Pat Burns

Lync Construction

May 18, 2021

Page 9 of 9

located along the south Project Area boundary that in turn appears to have surface connections to Dix Creek and Warm Springs Creek (Figures 2a and 2b).

Problem Area 5 is situated in an isolated excavated depression with no apparent connections to other aquatic resource features that would have potential connections to the Great Salt Lake.

Thus, Potential Wetlands 1 and 2, and Problem Areas 1, 2, 3, 4, and 6 have potential

jurisdictional connections to the Great Salt Lake. Further investigation would be needed to: (1) verify whether all of these features would meet the USACE wetland delineation criteria in the absence of irrigation water, and (2) document actual presence or absence of jurisdictional connectivity to the Great Salt Lake.

This preliminary wetlands assessment is for planning purposes only. The assessment was not done at a level of detail necessary for a formal USACE wetland delineation and jurisdictional determination. A formal delineation for the Project Area would have to be completed in order to get a formal jurisdictional determination from USACE that verifies the presence or absence of jurisdictional aquatic resource features that would fall under the USACE's Section 404

permitting regulations.

Please feel free to call me if you have any questions about the findings reported in this preliminary wetlands assessment.

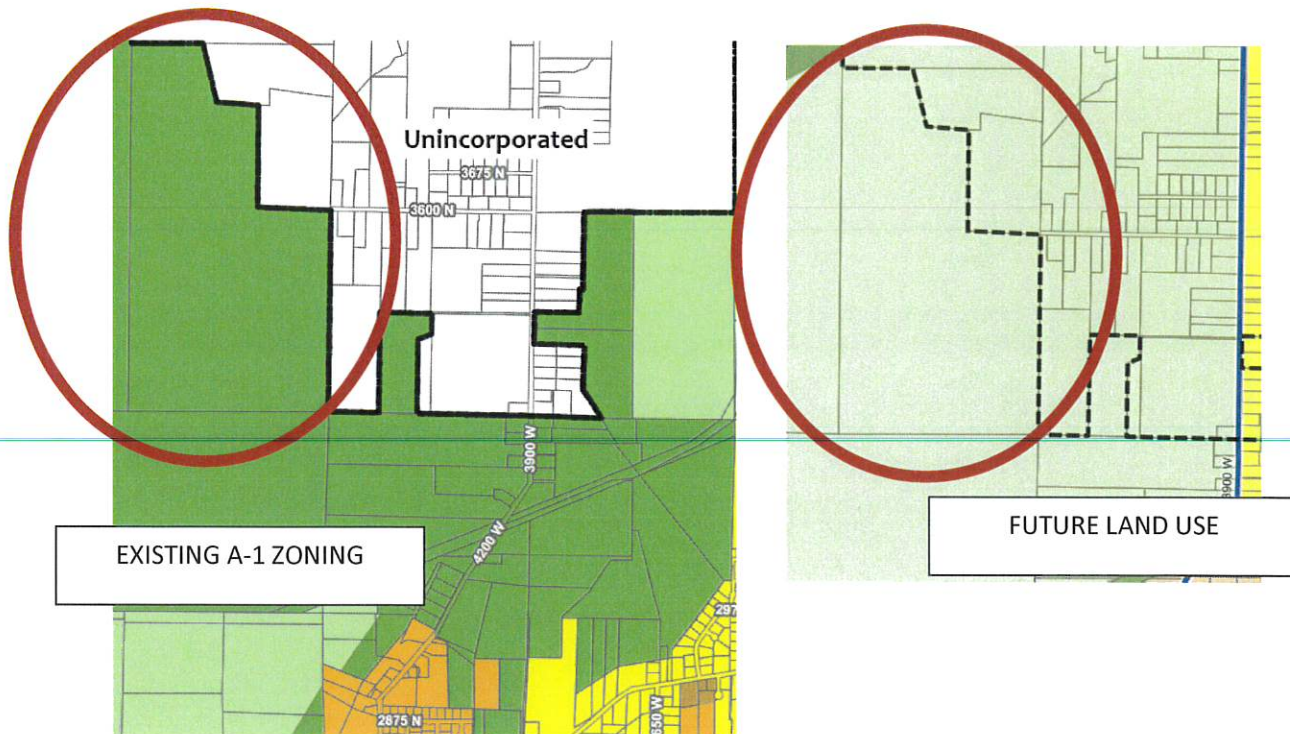
Sincerely,

Frontier Corporation USA

Dennis C. Wenger

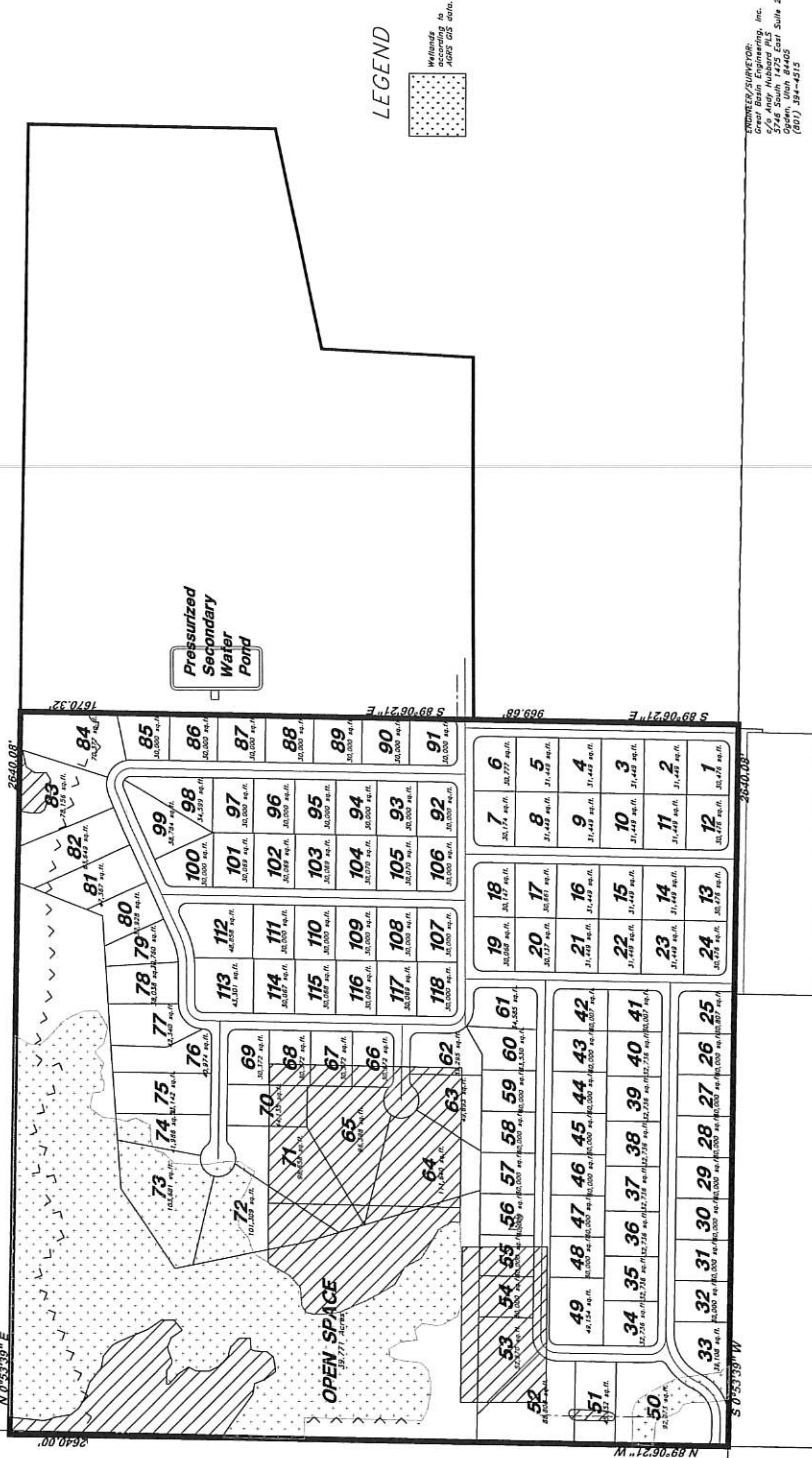
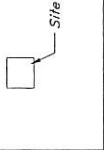
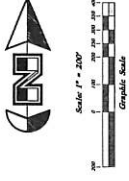
Senior Wetlands Ecologist

Principal



Open Space, Agriculture, and Low Density Residential: this land use category is for property that is generally undeveloped or being used primarily as agriculture. This land use category provides property owners with various choices to maintain the popular lifestyle conducive to the rural character of Plain City. Residential uses in this area would maintain lots that are 30,000 square feet or greater.

Concept Plan for
Burns Plain City
 A part of the Southwest Quarter of Section 20, T7N, R2W, SLB&M, U.S. Survey
 Weber County, Utah
 May 2021



PRELIMINARY PLAN

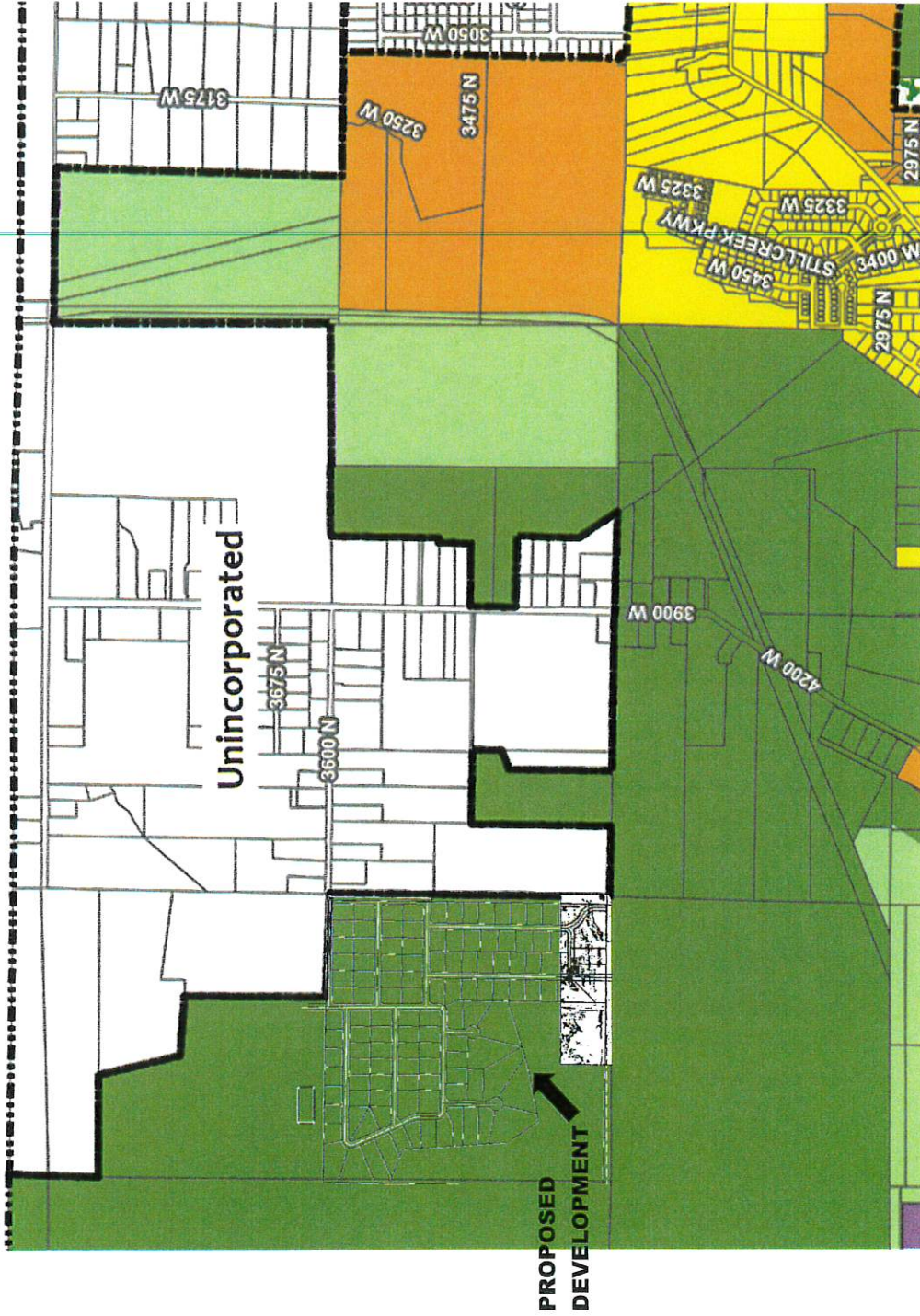
REV	DATE	DESCRIPTION

GREAT BASIN ENGINEERING
 5746 SOUTH 1425 EAST SUITE 200
 WYOMING, UT 84143
 WWW.GREATBASINENGINEERING.COM

Concept Plan
Burns Plain City
 Weber County, Utah
 A part of Section 20, T7N, R2W, SLB&M, U.S. Survey

May, 2021
Sheet No.
C1

ENGINEER/SURVEYOR:
 David R. Johnson, Inc.
 5746 South 1425 East Suite 200
 Wyoming, UT 84143
 (801) 381-4815
 REGISTERED:
 Lyle Construction, LLC
 4000 Mountain Road
 Ogden, Utah
 89-710-2214



Shane Skeen

4:48 PM (2 minutes
ago)

to dustin.skeen@gmail.com, me

Diane,

Attached is the revised Development Agreement that the smart attorneys came up with. Craig Call reached out to Brandon Richards the city attorney after last city council meeting about his concerns with the agreement and in paragraph labeled 4 (highlighted in yellow) is the language they came up with that satisfies the concern about the ordinance. Please share this with the council and let me know if you have any questions. We'll see you on the 2nd.

Thanks.

RIGHT-OF-WAY AND
UTILITIES IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this ___4th___ day of ___August___, 2021 by and between PLAIN CITY, a Utah Municipal Corporation whose principal place of business is 4160 West 2200 North, Plain City, Utah 84404 (hereinafter referred to as “the City”) and Big Sky Development, LLC, a Utah Limited Liability Company (hereinafter referred to as “Big Sky”), and is based upon the following:

RECITALS

A. This Agreement relates to certain real property located generally at the intersection of 3600 West and 2200 North in Plain City, Weber County, State of Utah, (hereinafter referred to as “the Property”) and more particularly described as:

Land Serial Number 190350062

LEGAL DESCRIPTION: 2020 R/P ACRES: 5.9 PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U S SURVEY: BEGINNING AT A POINT 70.17 RODS NORTH AND 22.5 RODS WEST OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE NORTH 90.33 RODS, THENCE WEST 24 RODS, THENCE SOUTH 90.33 RODS, THENCE EAST 24 RODS TO THE PLACE OF BEGINNING. EXCEPT THAT PORTION WITHIN 2200 NORTH STREET PER DEDICATION PLAT 59-40 AND THAT PORTION WITHIN 3600 WEST STREET PER DEDICATION PLAT 5-80. SUBJECT TO BOUNDARY LINE AGREEMENT AS RECORDED E# 2310035 (12-DEC-2007) ALSO EXCEPTING: A J SKEEN SUBDIVISION (E# 2339179) ALSO LESS & EXCEPTING: PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE WEST LINE OF S AND J SUBDIVISION LOCATED SOUTH 01D00'00" WEST 412.39 FEET, FROM A POINT LOCATED NORTH

89D58'59" WEST 98.35 FEET AND NORTH 89D12'02" WEST 371.26 FEET FROM THE CURRENT MONUMENTED LOCATION OF THE EAST QUARTER CORNER OF SAID SECTION, SAID POINT BEING OF RECORD LOCATED NORTH 2648.25 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION, AND RUNNING THENCE ALONG THE WEST LINE OF S AND J SUBDIVISION SOUTH 01D00'00" WEST 304.78 FEET TO THE NORTH LINE OF 2200 NORTH STREET; THENCE ALONG SAID NORTH LINE NORTH 89D00'00" WEST 351.92 FEET; THENCE NORTH 01D17'49" EAST 303.56 FEET; THENCE SOUTH 89D12'02" EAST 350.35 FEET TO THE BEGINNING. CONTAINING 2.45 ACRES. E# 3095885.

B. Individuals associated with Big Sky are the owners of the property and have proposed to subdivide the property into seven residential lots as shown on the preliminary and final plats for the Skeen Subdivision. The Skeen Subdivision has been approved by the Plain City Planning Commission. The final plat was approved by the City Council of Plain City on __July 1, 2021_____.

C. The timing of the Skeen Subdivision proposal was based on the City's plans to improve 3600 West Street (hereinafter the "street improvements"). The street improvements will include all pavement, storm drain, curb, gutter, and sidewalk that would otherwise be required of those involved in subdivision of property under the City land use regulations.

D. In order to proceed with the street improvements, the City will need to acquire additional right-of-way to expand the width of the streets in the areas abutting the property. It is in the interest of both the City and Big Sky that this required right-of-way be dedicated to the City.

E. The City has been working with Weber County and other governmental agencies to secure funding for the street improvements for these streets. That street improvements project is now prepared to move forward as soon as funding is finalized and construction contracts executed.

F. Big Sky and the City determined that it would be in the mutual interest of both the Big Sky and the City to proceed with development of the property at this time. In order to proceed with the subdivision and improvement of the lots to be created on the property, the Big Sky will need to install sewer, water, secondary water, and other utilities to serve the property (hereinafter the “private utility improvements”).

G. Because to do so later would involve placing utility lines in the streets after the street improvements were complete, neither the City nor the Big Sky considers it desirable to cut into the newly constructed street improvements to install the private utility improvements.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter set forth, and for other good and valuable consideration, receipt of whereof is hereby acknowledged, it is agreed as follows:

1. Big Sky will proceed before the City street improvements are initiated to install the sewer, water, secondary water, and other utility connections needed for the lots proposed for 3600 West.

2. Big Sky will complete the private utility improvements before the City begins construction of the street improvements project.

3. Upon written notification by the City that the street improvements project plans are finalized, that funding is secure, and the street improvement project is certain to proceed, Big Sky Development will also arrange for the property owners involved to convey to the City good and marketable title to that portion of the property that the City needs for the additional right-of-way to complete the street improvements, including Parcel A as shown on the Skeen Subdivision Plat.

4. In the meantime, since both the City and Big Sky Development anticipate that the street improvements project will proceed, the final plat for the Skeen Subdivision has been approved and recorded. Building permits may be issued for dwellings proposed on the lots within the Skeen Subdivision. The street improvements will not need to be complete before building permits and certificates

of occupancy are issued for the Skeen Subdivision lots, but Big Sky will otherwise comply with the requirements of Plain City Code 11-4-5 Issuance of Building Permits and Certificates of Occupancy. Big Sky will not make final connections for driveways until the street improvements are completed.

6. Nothing in this agreement shall be interpreted to require the City to complete the street improvements. If, at any time, the City and Big Sky determine that the City is unable or unwilling to complete the street improvements, Big Sky, with the permission and coordination of the City, may complete that portion of the street improvements which Big Sky would otherwise be required to complete under the codes, standards, and ordinances relating to the approval of a subdivision.

7. In the case of any change in city regulations, regional policy or federal or state law or other change in circumstance which renders compliance with the Agreement impossible or unlawful, the parties will attempt to give effect to the remainder of the Agreement, but only if such effect does not prejudice the substantial rights of either party under the Agreement. If the substantial rights of either party are prejudiced by giving effect to the remainder of the Agreement, then the parties shall negotiate in good faith to revise the Agreement to give effect to its original intent.

8. This Agreement shall be fully assignable, in whole or in part, by either party and shall bind and inure to the benefit of the parties.

9. The following shall constitute defaults on the part of a party: A breach of a material provision of this Agreement, whether by action or inaction of a party which continues and is not remedied within sixty (60) days after the other party has given notice specifying the breach; provided that if the non-breaching party determines that such breach cannot with due diligence be cured within a period of sixty (60) days, the non-breaching party may allow the breaching party a longer period of time to cure the breach, and in such event the breach shall not constitute a default so long as the breaching party diligently proceeds to affect a cure and the cure is accomplished within the longer period of time granted by the non-breaching party.

10. Each party shall have all available remedies at law or in equity to recover damages and compel the performance of the other party pursuant to this Agreement.

The rights and remedies afforded under this Agreement are not exclusive and shall be in addition to the cumulative with any and all rights otherwise available at law or in equity. The exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach by the other parties, including, without limitation, the right to compel specific performance.

11. This Agreement may be amended or terminated by the mutual consent of the parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands as of the date noted above in this Agreement.

THE CITY:
PLAIN CITY, a Utah Municipal
Corporation

By

Jon D. Beesley, Mayor

ATTEST:

Diane Hirschi
City Recorder

BIG SKY DEVELOPMENT, LLC

Dustin Skeen, Member/Manager

Shane Skeen, Member/Manager

See attached agreement

Joe Marsh
19-038-0016, 19-088-0085, 19-038-0086
19-038-0087, 19-038-0088, 19-038-0092
Approx. 3224 W 2200 N

RESOLUTION NO.

A RESOLUTION ACCEPTING A PETITION FOR ANNEXATION OF CERTAIN REAL PROPERTY UNDER THE PROVISIONS OF SECTIONS 10-2-403 AND 10-2-405, UTAH CODE ANNOTATED, 1953, AS AMENDED

WHEREAS, on August 25, 2021, the owners of certain real property, Joseph D Marsh, filed a petition with the City Recorder of Plain City, Weber County, State of Utah requesting that such property be annexed to the corporate boundaries of Plain City; and

WHEREAS, said petition contains the signatures of the owners of private real property that is (1) located within the area proposed for annexation; (2) covers a majority of the private land area within the area proposed for annexation; and (3) is equal in value to at least one-third of the value of all the private real property within the area proposed for annexation; and

WHEREAS, the petitioners certify that said property proposed for annexation lies contiguous to the present boundaries of Plain City and the petitioners have caused an accurate plat or map of the real property proposed for annexation to be prepared by a licensed surveyor and have filed said plat or map with the City Recorder and;

WHEREAS, said petition appears to comply with all of the requirements of Section 10-2-402 and 403, Utah Code Annotated, 1953, as amended.

NOW THEREFORE, BE IT RESOLVED by the City Council of Plain City, Weber County, State of Utah, that the Annexation Petition, attached hereto as Exhibit "A" is hereby accepted for further consideration under the provisions of Utah State Annexation Law and is hereby referred to the City Recorder for review pursuant to Section 10-2-405(2), Utah State Code Annotated, 1953, as amended.

BE IT FURTHER RESOLVED that this resolution should become effective upon adoption.

ADOPTED AND PASSED by the Plain City Council this ____ day of _____, 2021.

Plain City Corporation
A Municipal Corporation

ATTEST:

by: _____
Mayor – Jon Beesley

City Recorder, Diane Hirschi

**PETITION FOR ANNEXATION
OF TERRITORY
TO PLAIN CITY, UTAH**

Plain City Corp
4160 West 2200 North
Plain City, Utah 84404
Phone: 801-731-4908

Filed in the Office of the City Recorder

By JOSEPH D. MARSH

Date 8-25-2021

Fee 1000.00 Check # _____

Approx. Address: 2200N. 3450W

Current Zone: Agriculture A1

Land Serial Number(s) to be annexed:

19-038-0016, 19-038-0085, 19-038-0086
19-038-0087, 19-038-0088, 19-038-0092

TO THE COUNCIL OF PLAIN CITY:

We the undersigned real property owners of certain real property lying contiguous to the present municipal boundaries of Plain City hereby submit this petition for Annexation to Plain City to wit:

(Please insert or attach legal description of property to be annexed)

1. That this petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated, 1953, as amended (U.C.A.);
2. That the property subject to this petition is contiguous, unincorporated area contiguous to the boundaries of Plain City and the annexation thereof will not leave or create an unincorporated island or peninsula;

In support of this petition, the petitioners respectfully declare and represent that they are a majority of the owners of the private real property located within the above-described territory and are the owners of not less than one-third (1/3) in value of all said territory as shown by the last assessment rolls of Weber County, State of Utah, and that the said territory lies contiguous to the corporate limits of Plain City, a municipal Corporation of Utah.

(A copy of this petition & plat is to be submitted by the petitioner to the Weber County Surveyor the same day it is filed with Plain City. Please attach a copy of the receipt.)

This petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected or granted;

That the petitioners have caused an accurate plat of the above described property to be prepared by a licensed surveyor, which plat is filed herewith; and

That the property is currently zoned A1, and if annexed, it will remain in the same zone.

WHEREFORE, the petitioners hereby request that this petition be considered by the governing body at its next regular meeting, or as soon thereafter as possible; that a resolution be adopted as required by law accepting this Petition for Annexation for further consideration; and that the governing body take such steps as required by law to complete the annexation herein petitioned.

DATED THIS 25th day of August, 2021.

That up to five of the signers of this petition have been designated as sponsors, one of whom is designated as the "Contact Sponsor", with the mailing address of each sponsor being indicated:

PETITIONER (S): ADDRESS

CS: JOSEPH D. MARSH 1693 Fruitland Dr., North Ogden, UT 84404
Name Address
Phone: 213 373-4950 Email: ashitanojoe@gmail.com

S: / Address
Name

S: / Address
Name

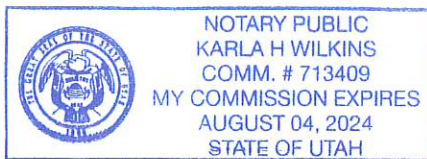
CS – Contact Sponsor S – Sponsor

Joseph D. Marsh Joseph D. Marsh

State of Utah)

County of Weber)

On the 25 day of August, 2021, personally appeared before me,
The signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Karla H. Wilkins
Notary Public

Residing at: Ogden Utah

Commission expires: August 4, 2024

RECORD OWNER	NO. OF ACRES	ASSESSED VALUE	WEBER COUNTY TAX NO.
Snow View Mountain Estate LLC	18.921	\$945,500	19-038-0016, 19-038-0085 19-038-0086, 19-038-0087



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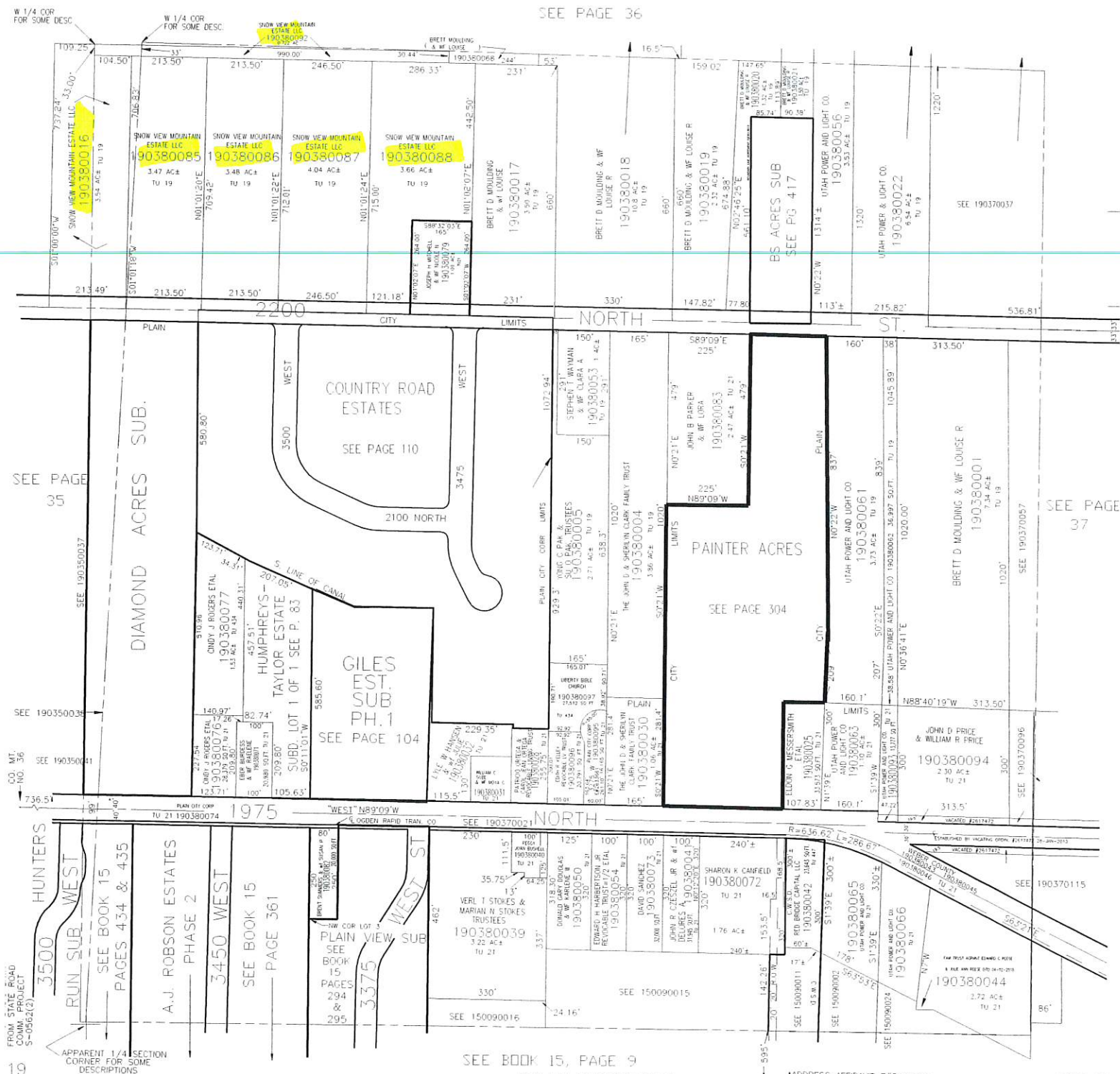
S.W. 1/4 OF
SECTION 34, T.7N., R.2W., S.L.B. & M.

TOWN OF PLAIN CITY & WEBER COUNTY

TAXING UNIT: 19,21,339,434,447

SCALE 1" = 200'

SEE PAGE 36



SEE BOOK 15, PAGE 9

FOR TAX PURPOSES ONLY

*ADDRESS AFFIDAVIT E#3013758

JCF 6-65