



**Nibley City**  
**Joint Planning Commission and City Council Meeting Agenda**  
Wednesday, October 9, 2024  
**Nibley City Hall**  
**455 W. 3200 S.**  
Nibley, UT

*In accordance with Utah Code Annotated 52-4-207 and Nibley City Resolution 12-04, this meeting may be conducted electronically. The anchor location for the meeting will be Nibley City Hall, 455 West 3200 South, Nibley, Utah. The public may participate in the meeting either in person or electronically via the meeting link provided at [www.nibleycity.com](http://www.nibleycity.com).*

**Regular Planning Commission Meeting**

6:30 p.m.      Call to Order and Roll Call  
                    Approval of Agenda  
                    Approval of Minutes

1. **Public Hearing:** Ordinance 24-11: Amendment 2 of the Ridgeline Park Subdivision Development Agreement, allowing for a payment in-lieu of required improvements for the 2900 South access road

**Adjourn Regular Planning Commission Meeting**

**Joint City Council/Planning Commission Meeting**

2. **Workshop:** Open space discussion for Parcel 03-017-0019, located at approximately 1375 W 3200 S

**Regular Planning Commission Meeting**

3. **Discussion and Consideration:** Recommendation for Ordinance 24-11: Amendment 2 of the Ridgeline Park Subdivision Development Agreement, allowing for a payment in-lieu of required improvements for the 2900 South access road
4. **Discussion and Consideration:** Development Agreement for Nibley Coach Subdivision, a 32-lot subdivision, intended for 31 single-family residential lots and 1 lot for an assisted living center, containing 9.7 acres, located at approximately 2850 S 800 W
5. **Workshop:** Parking Requirements
6. Staff Report and Action Items

*Planning Commission agenda items may be tabled or continued if 1) Additional information is needed in order to take action on the item, OR 2) The Planning Commission feels there are unresolved issues that may need further attention before the Commission is ready to make a motion. **No agenda item will begin after 10:00 p.m. without a unanimous vote of the Commission.** The Commission may carry over agenda items, scheduled late in the evening and not heard, to the next regularly scheduled meeting.*

*IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE, PLEASE CALL 752-0431 A MINIMUM OF 24 HOURS BEFORE THE MEETING.*



**Nibley City Planning  
Commission  
Agenda Item Report  
October 9, 2024**

**Agenda Item #1 & #3: Ridgeline Park – DA  
Amendment 2**

**Description**

**Public Hearing:** Ordinance 24-11: Amendment 2 of the Ridgeline Park Subdivision Development Agreement, allowing for a payment in-lieu of required improvements for the 2900 South access road

**Discussion and Consideration:** Recommendation for Ordinance 24-11: Amendment 2 of the Ridgeline Park Subdivision Development Agreement, allowing for a payment in-lieu of required improvements for the 2900 South access road

**Department**

City Planning

**Action Type**

Legislative

**Recommendation**

Recommend approval of Ordinance 24-11: Amendment 2 of the Ridgeline Park Subdivision Development Agreement, allowing for a payment in-lieu of required improvements for the 2900 South access road

**Reviewed By**

City Planner, City Attorney, City Engineer, City Manager

## Background

As part of a condition of approval for the Ridgeline Park R-PUD Subdivision, the City required roadway improvements on 2900 S connecting the development to Highway 165. The timing of such improvements was further clarified in Amendment 1 of the Development agreement. Specifically, the following is included in this amendment:

*The Developer shall develop a half road of 2900 S adjacent to Ridgeline Park and also develop and pave the 2900 S right-of-way east of the Development to Highway 165, according to City standards, including curb, gutter, sidewalks and landscaping. Construction of any remaining portion of 250 W and 2900 S (from 250 W to Highway 165) shall be completed in conjunction with construction of infrastructure on phase 7, 8, or 9, whichever develops first. The City will indemnify Visionary with regards to legal challenges arising out of claims that the City does not own or lacks sufficient right-of-way for Visionary's construction of 2900 S from the project to Highway 165.*

In addition, the approved preliminary plat includes the following note for the 2900 South between the project boundary and Hwy 165:

***Install 20-ft of asphalt to SR-165 for public access. The project shall be connected to 2900 south and SR-165 by 20-ft of asphalt.***

Two traffic studies commissioned by the developer concluded that traffic in the area could function at an acceptable level of service without this connection. Nonetheless, the connection is required by the development agreement and would improve overall access and connectivity to the development.

City Staff previously attended a pre-application meeting for a UDOT conditional access permit, which the applicant is seeking to obtain access to Hwy 165. Due to the skewed alignment of the intersection, UDOT expressed that they are not open to allowing the access improvement and allow for full movements. Without correcting this skew in the intersection, the intersection must be either restricted as a 'right in, right out' intersection that does not allow left turn movement or be restricted altogether by installing a crash gate that would restrict movement of vehicles, other than emergency vehicles.



In general, City Staff, the applicant, and UDOT personnel have discussed four possible options for the access:

1. Align intersection on SR-165
2. Raised median curb (accel/decel)- think Costco in Logan
4. Crash gate to limit access to SR-165

All four options come with drawbacks. Although aligning the intersection would be the preferred option, it is the most expensive and would require acquisition of property and demolition of a home, which the developer is not bound to do with the current agreement. The other options limit access which may be against the intent of the original approval. The raised median would present access issues for existing residential properties near 2900 S on Hwy 165.

In light of these issues, the applicant proposes to allow for payment of a fee-in-lieu of the required improvements on 2900 South. The following statement is proposed to replace the aforementioned paragraph of the development agreement:

*In light of continuing negotiations between the Utah Department of Transportation (UDOT) and the City regarding a new Highway 165 corridor agreement, the parties agree that the previously contemplated construction of 2900 S (together with ancillary improvements) in conjunction with the development of Ridgeline Park phases 7 through 9, may be modified or eliminated by the plans resulting from such negotiations. Accordingly, the parties agree that rather than constructing 2900 S, Developer shall pay to the City a Non-Project-Specific fee in lieu in the sum of \$312,000, which shall be paid upon execution of amendment and shall at no point be subject to refund. The Developer shall still be required to construct any remaining portion of 250 W in conjunction with construction of infrastructure on phase 7, 8, or 9, whichever develops first.*

Given the constraints of the intersection and the long-term need to realign the intersection, as nearby properties develop, Staff is supportive of this proposal.

## Agenda Item #2: 1375 W 3200 S Open Space

### Description

**Workshop:** Open space discussion for Parcel 03-017-0019, located at approximately 1375 W 3200 S

### Department

City Planning

### Action Type

None

### Recommendation

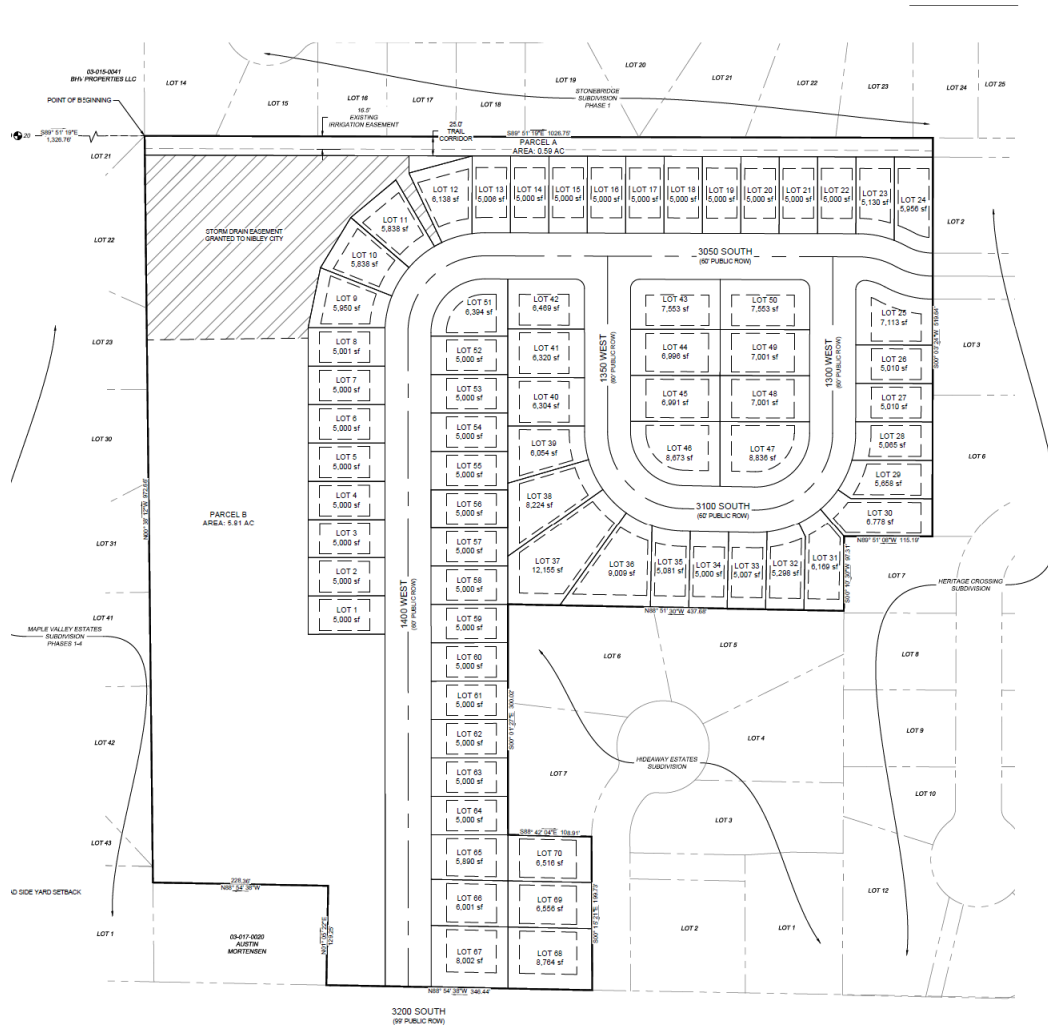
Discuss potential open space preservation and management options for subject parcel

### Reviewed By

City Planner, City Manager

## Background

Josh Low, representative for Hidden Valley Estates Project LLC, owner of Parcel 03-017-0019, located at approximately 1375 W 3200 S has indicated the desire to request a rezone of this parcel from R-2 to R-2A with the intent of developing an open space subdivision. The open space subdivision option allows developers to receive a density bonus in exchange for the dedication of open space which meets certain standards. The ordinance allows the option for the City to take ownership of the open space and the City Council may require, approve or deny such requests. At this point, the property owner has signified intent to dedicate land and agricultural buildings to the City, which could be used to support the mission of the Nibley Morgan Farm Corporation, a recently formed 501(C)(3). Based upon the draft preliminary plat, provided in the packet, the property owner may dedicate 5.8 acres of land to the City through such a development including the preservation of 2 agricultural accessory buildings. The purpose of this discussion is to evaluate this potential use of the property in light of the City's mission and goals.



This discussion is in advance of a formal consideration of Rezone and Subdivision and is intended to be limited to the viability of the open space proposal. No final decisions are intended to be made and the potential rezone and subdivision would be considered through the formal process, as required by Nibley City Code.

<sup>1</sup> Draft Preliminary Plat for Hidden Valley Estates Project LLC property

# Agenda Item #4: Nibley Coach Development Agreement

## Description

**Discussion and Consideration:** Development Agreement for Nibley Coach Subdivision, a 32-lot subdivision, intended for 31 single-family residential lots and 1 lot for an assisted living center, containing 9.7 acres, located at approximately 2850 S 800 W

## Department

City Planning

## Action Type

Administrative

## Recommendation

Approval of Development Agreement for Nibley Coach Subdivision, a 32-lot subdivision, intended for 31 single-family residential lots and 1 lot for an assisted living center, containing 9.7 acres, located at approximately 2850 S 800 W

## Reviewed By

City Planner

## Background

Ryan Reeves, representative of authorized representative for D & S Smerchek Real Estate LLC, property owner of Parcel 03-019-0003, in coordination with City Staff is proposing approval of a development agreement for Nibley Coach subdivision at approximately 2800 S 800 W. The applicant has provided a sample rendering of a single-family home and footprint. On February 29, 2024, the applicant received preliminary plat approval for the subdivision with the following conditions:

- *Construction of the proposed single-family homes and assisted living center are subject to conditional use permit approval. The proposed assisted living center is subject to site plan approval. All buildings and elements displayed on the preliminary plat are subject to further review.*

- *Any buildings adjacent to a residential zone or residential dwelling unit must provide an increased setback in accordance with NCC 19.22.020(11) if they exceed 30 ft in height.*
- *Prior to Final Plat and Site Plan approval, the applicant will need to demonstrate sufficient fire flow for the subdivision.*
- *A development agreement will need to be approved prior to recordation of the Final Plat.*
- *Drive access shall be at least 100-ft away from the center of intersections- Lot 1 and the Assisted Living Center.*
- *A geotechnical report and pavement design for the new public road is required at the time of Final Plat.*

Staff is currently reviewing the Final Plat for both phases of the subdivision. Per NCC 21.06.060, the City Manager is the approval authority for the Final Plat of the subdivision but the Planning Commission is the approval authority for the development agreement.

Below is a summary of provisions for this agreement:

- The developer is required to provide improvement completion assurance, warranty work and provide insurance in accordance with Nibley City Code
- The developer must provide all public improvements, including street trees. If the developer chooses, they may be a fee-in-lieu of street trees and the City will install the trees, as allowed by Nibley City Code.
- Developer shall enter into a Private Water Utility Agreement for privately owned water infrastructure within the project.
- Developer shall complete a Storm Water Management BMP Maintenance Agreement for privately owned storm water infrastructure within the project.
- Developer shall supply the City with water rights or shares for the development. The amount of shares shall be calculated using Utah R309-510 for indoor and outdoor culinary and irrigation use and reviewed and approved by the City Engineer.
- Developer or project homeowner association (HOA) shall be responsible for the upkeep and maintenance of all common areas within the project.

## Agenda Item #5: Parking Requirements

### Description

**Workshop:** Parking Requirements

### Department

City Planning

## Action Type

No Action

## Recommendation

Discuss potential modifications to City Code

## Reviewed By

City Planner

## Background

### Update for 10/09/24

Based upon the discussion at the most recent workshop on this topic, Staff has made the following updates to the draft ordinance:

- Reverted ADU parking requirement to existing code
- Added clarification about location of required bike parking, which may be provided onsite within 100' of an entrance. If possible, bike parking should be sheltered.

In addition, Commissioner Ribao has provided alternative parking standards based upon research he performed. In the previous meeting, Commissioner Ribao expressed that many of the draft standards are excessive given his observations of local parking provision and use. The Planning Commission may discuss these alternative metrics.

### Previous background information

NCC 19.24.160 provides Parking Requirements, including standards for the minimum number of parking stalls, dependent upon use. These minimum requirements are applied anytime a building is erected, altered, or converted to another use. The adopted minimum parking requirements are based upon square footage, number of dwelling units, number of beds, seats, or employees depending upon use. Additional parking standards for residential dwelling units within R-PUD overlay zones are provided in NCC 19.28. Additional parking standards for residential dwelling units within R-M zones are provided in NCC 19.20.040.

It has been discussed that the current standards may be overly restrictive, which may require more parking than is necessary. This may impact the affordability, feasibility and design of various developments. Parking provisions also have a profound impact on walkability, with excessive parking discouraging travel that is not in an automobile. The existing standards, generally, have not been updated in several years and there is no record as to what they are based

upon. Staff has started researching potential methods for updating the existing standards, including reviewing nearby peer cities' parking requirements and referencing the Institute of Traffic Engineers (ITE) Parking Generation Manual. Based upon a discussion with Planning Commission, it is necessary to consider the following changes to the Parking Requirements:

1. Update existing minimum parking requirements based upon the most current, best data available.
2. Allow for an alternative provision of parking, based upon a credible parking study.
3. Only require the provision of parking with new construction, removing the requirement for meeting the minimum requirements with a change of use.

Staff has compiled two sets of data that are provided in two separate spreadsheets in the meeting packet. One includes a comparison of Nibley City's Ordinance to a number of other cities in Utah. In general, there is a lot of variation when comparing our existing ordinance to other cities. In general, there is no clear standard for establishing parking standards, although there are some points of comparable standards. Another spreadsheet compares our existing standards to data outputs of the ITE Parking Generation Manual. Based upon these outputs, Staff has provided a draft updated chart for minimum parking, which is incorporated into the Draft code changes.

The City is currently working with Alta Planning & Design on an Active Transportation Plan. One of the recommendations for this plan are to institute bicycle parking requirements for new development and have provided recommended ratios and additional standards that are incorporated into the minimum parking chart, as well.

In addition to a recommended updated minimum parking requirements chart, items 2 & 3 noted above are also incorporated into the draft.

**NIBLEY CITY  
DEVELOPMENT AGREEMENT**

**SECOND AMENDMENT – \_\_\_\_\_ 2024**

THIS SECOND AMENDMENT (“Second Amendment”) to that certain DEVELOPMENT AGREEMENT (“Agreement”) previously recorded on July 15, 2020, between Visionary Home, hereinafter referred to as “Developer” and Nibley City, here in after referred to as “City”, and

WHEREAS, Ridgeline Park, hereinafter referred to as “the Development,” was previously approved as a Residential Planned Unit Development (“R-PUD”) under Nibley City Code Title 19, Chapter 32 (“R-PUD Ordinance”) pursuant to the Agreement and other approvals issued by Nibley City; and

WHEREAS, the parties have entered into ADDENDUM 1 (“Addendum”) to the agreement on June 22, 2021 adding specific terms to the Agreement and a FIRST AMMENDMENT (“First Amendment”) entered into on December 5, 2022, which First Amendment concerns certain modifications to the Agreement regarding the development of 2900 S and other improvements; and

WHEREAS, the parties desire to again amend the Agreement and the provisions regarding 2900 S as modified by the First Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 9 of the Agreement as amended by the First Amendment shall be completely replaced and shall read as follows:

In light of continuing negotiations between the Utah Department of Transportation (UDOT) and the City regarding a new Highway 165 corridor agreement, the parties agree that the previously contemplated construction of 2900 S (together with ancillary improvements) in conjunction with the development of Ridgeline Park phases 7 through 9, may be modified or eliminated by the plans resulting from such negotiations. Accordingly, the parties agree that rather than constructing 2900 S, Developer shall pay to the City a Non-Project-Specific fee in lieu in the sum of \$312,000, which shall be paid upon execution of amendment and shall at no point be subject to refund. The Developer shall still be required to construct any remaining portion of 250 W in conjunction with construction of infrastructure on phase 7, 8, or 9, whichever develops first.

2. All other provisions, terms, rights, and obligations of the Agreement as amended by the Addendum and the First Amendment and all related approvals of the Development and R-PUD not expressly amended herein remain in effect and are unaltered by this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**NIBLEY CITY**

**DEVELOPER**

\_\_\_\_\_  
By: JUSTIN MAUGHAN  
Its: City Manager

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

STATE OF UTAH    )  
                              :SS  
County of Cache    )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me JUSTIN MAUGHAN, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH    )  
                              : SS  
County of Cache    )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me, \_\_\_\_\_, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**NIBLEY CITY  
R-PUD DEVELOPMENT AGREEMENT**

03-025-0017

**FIRST AMENDMENT – FEBRUARY 2022**

THIS FIRST AMENDMENT (“Amendment”) to that certain DEVELOPMENT AGREEMENT (“Agreement”) previously recorded on July 15, 2020, between Visionary Home, hereinafter referred to as “Developer” and Nibley City, here in after referred to as “City”, and

WHEREAS, Ridgeline Park, hereinafter referred to as “the Development,” was previously approved as a Residential Planned Unit Development (“R-PUD”) under Nibley City Code Title 19, Chapter 32 (“R-PUD Ordinance”) pursuant to the Agreement and other approvals issued by Nibley City; and

WHEREAS, the parties desire to amend the Agreement and prior approvals of the R-PUD and Development to adjust the obligations and rights of Developer regarding the development of 2900 South, 250 West, and the public roadway connecting 2965 S to Highway 165 through the neighborhood commercial property; and

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 9 of the Agreement is amended as follows, with underlined portions added:

The Developer shall develop a half road of 2900 S adjacent to Ridgeline Park and also develop and pave the 2900 S right-of-way east of the Development to Highway 165, according to City standards, including curb, gutter, sidewalks and landscaping. Construction of any remaining portion of 250 W and 2900 S (from 250 W to Highway 165) shall be completed in conjunction with construction of infrastructure on phase 7, 8, or 9, whichever develops first. The City will indemnify Visionary with regards to legal challenges arising out of claims that the City does not own or lacks sufficient right-of-way for Visionary’s construction of 2900 S from the project to Highway 165.

2. Paragraph 10 of the Agreement is amended as follows, with struck through portions removed:

The Developer shall provide a public roadway to Highway 165 through the eastern neighborhood commercial property. This roadway shall be built when the commercial property is developed, or when traffic generated in the development warrants the intersection, as determined by Nibley City, and according to Nibley City traffic and design standards.

- a. ~~This roadway shall have direct east/west alignment with 2965 S intersection on the west side of the development. Meaning, 2965 S shall align with the intersection on Highway 165 without need to turn onto another roadway.~~
  - b. After 250 West is developed, the public roadway connection to Highway 165 through the eastern neighborhood commercial property shall be brought up for consideration to determine the appropriate stage at which Developer shall be required to construct and improve the roadway.
3. Paragraph 12 of the Agreement is amended as follows, with struck through portions removed:

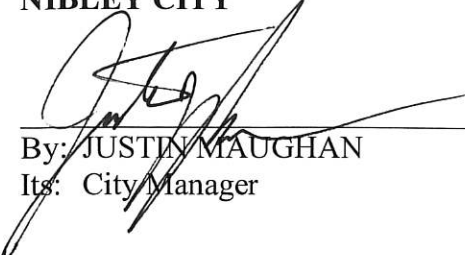
There shall be no residential driveway access ~~or street parking~~ on 250 W.

4. All other provisions, terms, rights, and obligations of the Agreement and all related approvals of the Development and R-PUD not expressly amended herein remain in effect and are unaltered by this Amendment.


*Effecting phases 1-4 of Ridgeline Park Subdivision*

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**NIBLEY CITY**

  
By: JUSTIN MAUGHAN  
Its: City Manager


**DEVELOPER**

  
By: Dallas Nicoll  
Its: Manager

STATE OF UTAH )  
                          :SS  
County of Cache )

On this 5 day of December, 2022, personally appeared before me JUSTIN MAUGHAN, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.



  
NOTARY PUBLIC

STATE OF UTAH )  
                          : SS  
County of Cache )

On the 18 day of February, 2022, personally appeared before me, Dallas Nicoll, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Nicoll

  
NOTARY PUBLIC



**NIBLEY CITY  
R-PUD DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”), entered into this 30 day of ~~JUNE~~, 2020, between Visionary Home, hereinafter referred to as “Developer” and Nibley City, here in after referred to as “City”, and

WHEREAS, Ridgeline Park, hereinafter referred to as “the Development” seeks to obtain approval as a Residential Planned Unit Development (“R-PUD”) under Nibley City Code Title 19, Chapter 32 (“R-PUD Ordinance”); and

WHEREAS, the approval of an R-PUD requires the City, by legislative act, to apply the R-PUD overlay zone to the Development, which act is preconditioned on the Developer entering into and complying with the terms of this Agreement; and

WHEREAS, the Developer has prepared preliminary plans for the Development, including a preliminary site plan, proposed amenity improvements, proposed open space, total number of units to be developed, maintenance plans, and other supporting documentation as required by the City and the R-PUD Ordinance, (“Preliminary Plans”) which plans are attached hereto and made part of this Agreement as Exhibit “A”; and

WHEREAS, it is necessary for the interest of the public welfare that the Development be developed and improved according to the specifications set forth in Nibley City Ordinances and Design Standards and this Agreement; and

NOW, THEREFORE, to induce Nibley City to approve the proposed R-PUD development and rezoning, the Developer does hereby unconditionally promise and agree with Nibley City as follows:

1. Developer hereby acknowledges receipt of a copy of the Nibley City Subdivision Ordinance, Nibley City Code Title 21, the R-PUD Ordinance and the Nibley City Design Standards. Developer hereby acknowledges that Developer, or an agent of Developer, has read and understands the provisions of the ordinances and standards and that Developer will fully and completely comply with the provisions and requirements therein contained.

2. Developer hereby acknowledges that the execution of this Agreement, on its own, does not constitute final plat approval, approval of the R-PUD rezone, or permission to begin development, and that any such approvals granted by the City may be granted only upon Developer’s compliance with the terms of the Nibley City Ordinances, Design Standards, and this Agreement.

Ent 1252624 Bk 2162 Pg 404  
Date: 15-Jul-2020 09:14 AM Fee \$40.00  
Cache County, UT  
Michael Gleed, Rec. - Filed By MLG  
For VISIONARY HOMES

Nibley City |  
Development Agreement | Ridgeline  
Park

3. This Agreement, including the Preliminary Plans attached hereto, shall govern the Development. The Developer shall develop, construct, improve, and maintain the Development in a way that is substantially similar to the Preliminary Plans. In no event may the number of units in the Development exceed the number of units described in the Preliminary Plans.

4. Developer shall develop and construct all open space, landscaping, housing units, utilities, amenities, roadways, and all other improvements in accordance with the standards listed within Nibley City Design Standards, Nibley City Code Title 21, Nibley City Code Title 21 Chapter 32.

5. Developer shall develop the park and amenities in proportional phases as required in NCC 19.32.050(A).

6. The Developer shall dedicate 18.3 acres to the City as consideration for this Agreement, free and clear as shown in the attached Preliminary Plans for a City Park. The City and Developer shall then enter into a separate Park Development Agreement for improvement of said park space, as described herein.

~~File # 1252624~~ # 2162 Pg 405

- a. The City and Developer shall enter into a future agreement to develop the City Park Space. This agreement shall cover amenities, infrastructure, landscaping, and development. The City shall design the future City Park Space and all improvements incorporated therein.
- b. The Developer shall develop and construct the City Park Space as determined and designed by the City.
- c. Funding: The Developer shall pay for the design, development, and construction of the City Park Space as described in the Preliminary Plans through park impact fees generated from the Development. The Park Development Agreement shall review and allocate the park impact fees generated from the Ridgeline Park Development in accordance with this section. At least 75% of park impact fees generated from the Development shall be used to fund the design, development, and construction of the City Park Space. All other impact fees may be assessed, collected, and used as set forth in Nibley City Code. The City may waive, offer a credit for, or reimburse impact fees as set forth in Nibley City Code for Developer's provision of park amenities, infrastructure, landscaping, and improvements, provided that the Developer shall not receive a waiver, credit, or reimbursement of any impact fees due to the dedication of the park space.
- d. The park construction shall be proportionally phased in construction with each phase of development of Ridgeline Park R-PUD. The Park Development Plan shall contain a phasing plan for construction of the park space.

7. Developer shall provide dog parks and areas within the common or open space within the HOA property in the development.

8. Developer shall provide a preliminary maintenance plan with the Preliminary Plans for the maintenance of amenities as required by NCC 19.32.050(B).

9. The Developer shall develop a half road of 2900 S adjacent to Ridgeline Park and also develop and pave the 2900 S right-of-way east of the Development to Highway 165, according to City standards, including curb, gutter, sidewalks and landscaping.

10. The Developer shall provide a public roadway to Highway 165 through the eastern neighborhood commercial property. This roadway shall be built when the commercial property is developed, or when traffic generated in the development warrants the intersection, as determined by Nibley City, and according to Nibley City traffic and design standards.

- a. This roadway shall have direct east/west alignment with 2965 S intersection on the west side of the development. Meaning, 2965 S shall align with the intersection on Highway 165 without need to turn onto another roadway.
- b. After 250 West is developed, the public roadway connection to Highway 165 through the eastern neighborhood commercial property shall be brought up for consideration to determine the appropriate stage at which Developer shall be required to construct and improve the roadway.

Ent 1252624 Bk 2162 Pg 406

11. The Developer shall construct 250 W on the south edge of its development to align with 250 W south of the development as shown on the Transportation Master Plan.

12. There shall be no residential driveway access or street parking on 250 W.

13. This Agreement and the Preliminary Plans may be revised or amended only upon the approval of the Nibley City Council, with the recommendation of the Planning Commission.

14. Developer shall ensure that there are no holders of interests that are superior in title to this Agreement, and that all interests, including but not limited to liens, mortgages, deeds of trust, and other similar devices, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish these facts prior to receiving final plat approval or approval of the R-PUD rezone.

15. Developer shall comply with all applicable federal, state, county and City requirements, regulations and laws for each aspect of this Development, including payment of fees, provision of bonds and other guarantees, and compliance with design and construction standards. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all such applicable laws, ordinances and requirements as now existing and as enacted and/or amended prior to construction. In the event of a conflict between this Agreement and any applicable federal, state, county, or city requirement, regulation, or law, the federal, state, county, or city requirement, regulation, or law shall prevail to the extent of such conflict.

16. Developer shall not engage in any construction or disturbance of soil in the development prior to issuance of the Notice to Proceed by the Public Works Director.

17. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns including all parties who acquire title to any portion of the Development; provided, however, that this Agreement cannot be otherwise assigned, transferred or conveyed by either party, without the express, written consent of the other party.

18. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

19. Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

20. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

21. Entire Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

22. No Third Parties. This Agreement, and all Exhibits thereto, is intended for the sole benefit of the named parties thereto. No third party, except for permitted successors and assigns, shall have any right to enforce any of the terms or obligations herein.

23. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Development. This Agreement shall be deemed to run with the land and bind all future owners of any part of the Development.

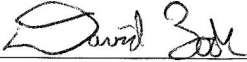
24. Attorney Fees. Both Parties shall pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement will be entitled to recover its reasonable attorney fees, costs, and expenses of such proceedings.


Ent 1252624 Bk 2162 Pg 406-A

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**NIBLEY CITY**

**DEVELOPER**

  
By: DAVID N. ZOOK  
Its: City Manager

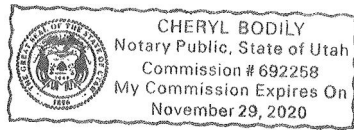
  
By:  
Its: MANAGING MEMBER

By:

STATE OF UTAH )  
                  : ss  
County of Cache )

1252624 Bk 2162 Pg 407

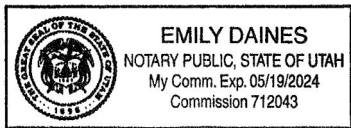
On this 13 day of July, 2020, personally appeared before me DAVID N. ZOOK, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.



  
NOTARY PUBLIC

STATE OF UTAH )  
                  : ss  
County of Cache )

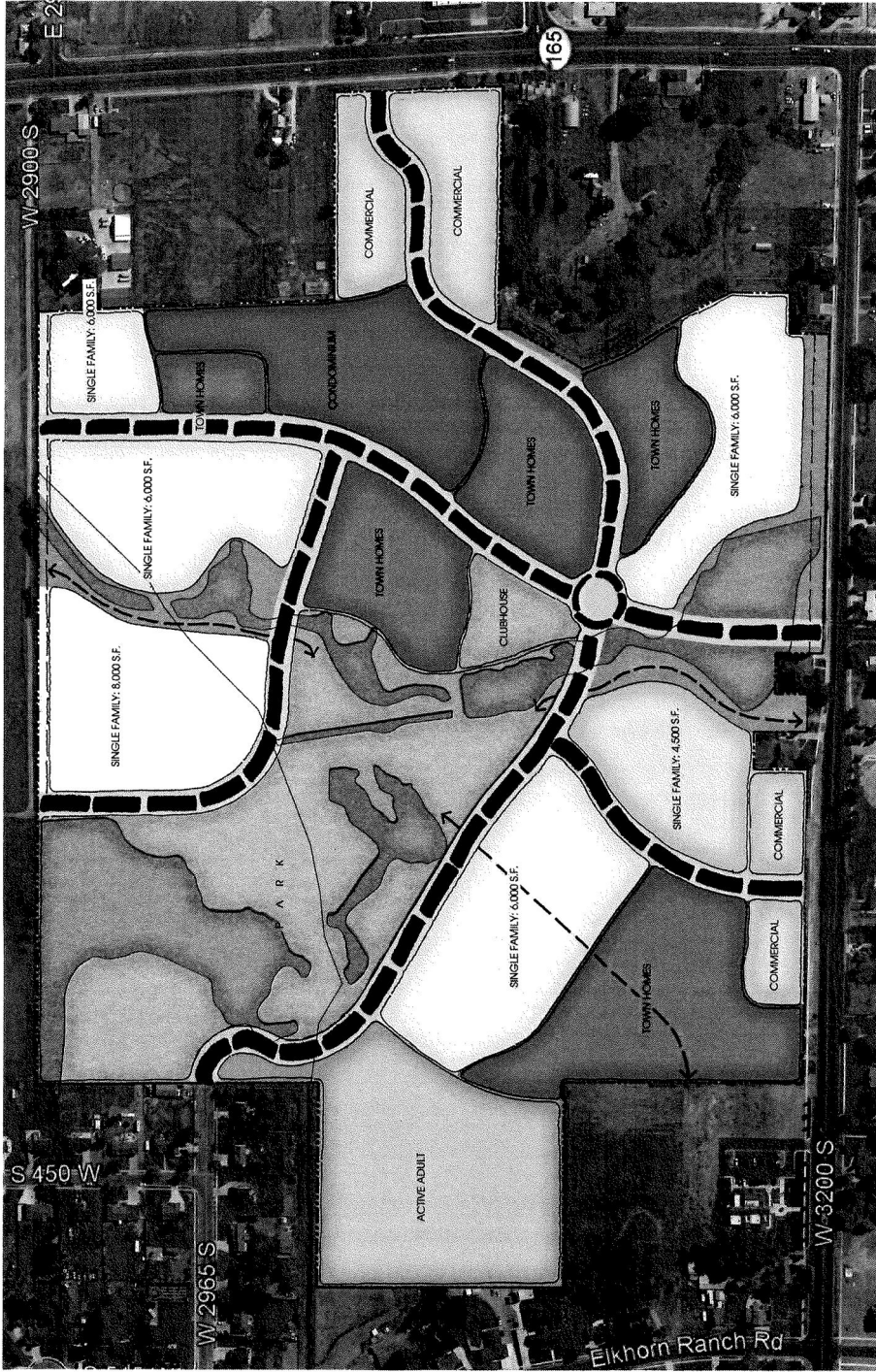
On the 30 day of June, 2020, personally appeared before me, Jeff Jackson, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



  
NOTARY PUBLIC

**Exhibit A**  
**Preliminary Plans**

Ent-1252624 Bk 2162 Pg 408



**Site Summary**

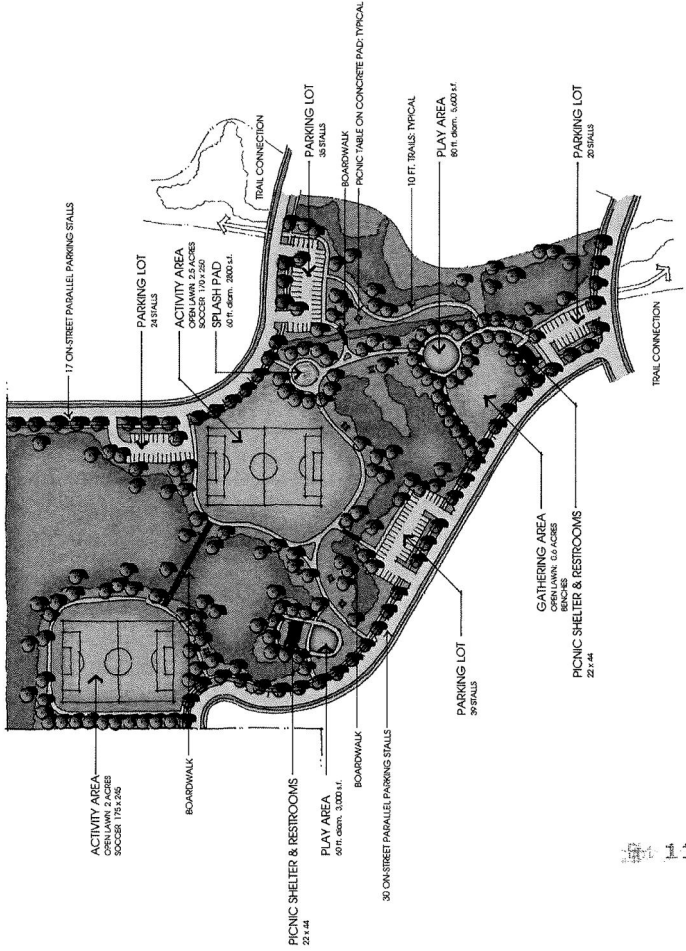
Category	Quantity	Area (S.F.)	Area (Acres)
Single Family	5	30,000	0.69
Town Homes	10	10,000	0.23
Condominium	1	10,000	0.23
Clubhouse	1	10,000	0.23
Active Adult	1	10,000	0.23
Commercial	3	30,000	0.69
<b>Total</b>	<b>21</b>	<b>100,000</b>	<b>2.28</b>

# RIDGELINE PARK

Visionary Homes - 50 East 2600 North - North Logan, Utah

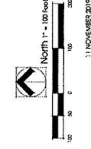
R. MICHAEL...  
 1000 W. 1000 S. - 1000 S. - 1000 S.  
 1000 W. 1000 S. - 1000 S. - 1000 S.

Parcels: 03-022-0002  
 03-025-0012  
 03-020-0010  
 03-020-0017  
 03-025-0001  
 03-026-0001



**City Park** Excludes Property Within State - Ironwood Construction

Total Area	18.9 Acres	37.1%
Wetlands	6.9 Acres	
Parking lot	1.1 Acres	55.4%
Net Undeveloped Area	10.3 Acres	1.0 miles
Intersect Road	5.515 Linear Feet	



1:12000 Scale  
 Concept Plan, CITY PARK

# NIBLEY PROPERTY

Ironwood Construction, 50 East 2500 North, North Logan, Utah

**R. MICHAEL KELLY**  
 CONSULTANTS  
 LANDSCAPE ARCHITECTS  
 101 N. 100 WEST, 1ST FLOOR - 84302

## Legal Description

For 03-020-0017

Owner: **STERLING LAND HOLDINGS LLC**

Effective: **6/28/1990**

---

BEG S 28 FT & S 88°46'54"E 617.63 FT FROM NW COR OF SE/4 SEC 21 T 11N R 1E TH S 88°46'54"E 550.92 FT S 1°17'30"W 383.31 FT S 89°07'E 714.36 FT N 2°20'W 402.01 FT S 89° 58'E 69.79 FT N 2°34'23"W 736.30 FT W 1239.12 FT TH S 2°53'E 184.80 FTS 28°33'17"W 205.96 FT S 8°30"E 369.56 FT TO BEG SUBJ TO R'S/W CONT 28.29 AC  
SUBJ TO BNDRY LN AGREEMENT W/03-020-0031 ENT 882175 BK 1337 PG 1927

## Legal Description

For 03-020-0010

Owner: **STERLING LAND HOLDINGS LLC**

Effective: **6/28/1990**

---

BEG AT NW COR OF SE/4 SEC 21 T 11N R 1E & TH S 28 FT TO INTERSECTION OF TWO BNDRY FENCE LINES TH S88°46' 54" E 617.63 FT TH N 8°00'30" W 369.56 FT TH N 28°33'17" E 205.96 FT TH N 2°53' W 184.80 FT TH WEST 655.16 FT TO W LN OF NE/4 SD SEC 21TH S 690.29 FT M/L TO BEG 10.23 AC

## Legal Description

For 03-025-0001

Owner: **STERLING LAND HOLDINGS LLC**

Effective: **9/26/2000**

---

BEG 432.83 FT S & 1157.0 FT E OF NW COR OF SW/4 OF SEC 21 T 11N R 1E & TH S 89°02' E 727.10 FT TH S 10°45'34" W 45.0 FT TH S 30°54'52" W 193.55 FT TH SE'LY ALG FENCE IN 5 COURSES: S 17°34'41" E 68.99 FT S 25°04'55" E 42.82 FT S 32°36'34" E 97.91 FT S 29°08'22" E 44.17 FT S 23°16'26" E 171.57 FT S 1°05'06" W 134.31 FT TH N 89°02' W 107.12 FT TH S 1°05'06" W 101 FT TO N LN OF 3200 S ST (66 FT WIDE) TH N 89°02' W 737.78 FT ALG ST TH N 3°23'37" E 828.21 FT TO BEG CONT 14.03 AC M/B

Ent 1252624 Bk 2162 Pg 411

## Legal Description

For 03-022-0002

Owner: **STERLING LAND HOLDINGS LLC**

Effective: **6/28/1990**

---

BEG AT THE NE COR SW/4 SEC 21 T 11NR 1E, S 9.14 CHS N 89°2' W 7.5 CHS N 9.075 CHS TO A PT  
7.50 CHS W OF BEG E 7.50 CHS TO BEG WITH R/W CONT 7.16 AC A2286B

## Legal Description

For 03-026-0001

Owner: **STERLING LAND HOLDINGS LLC**

Effective: **10/30/1991**

---

BEG 457.09 FT & E 2467.83 FT FROM NW COR OF SE/4 SEC 21 T 11N R 1E N 2°30'W 402.1 FT N  
88°54'04" W 523.05 FT N 89°58'W 69.79 FT S 2°20'E 402.01 FT S 89°02'E 594 FT TO BEG NET 5.47  
AC LESS 0.05 AC TO UDOT 505/277 NET 5.42 AC SUBJ TO BNDRY LN AGREEMENT W/03-020-  
0012 & 0031 ENT 882175 BK 1337 PG 1927

## Legal Description

For 03-025-0012

Owner: **STERLING LAND HOLDINGS LLC**

Effective: **11/2/2000**

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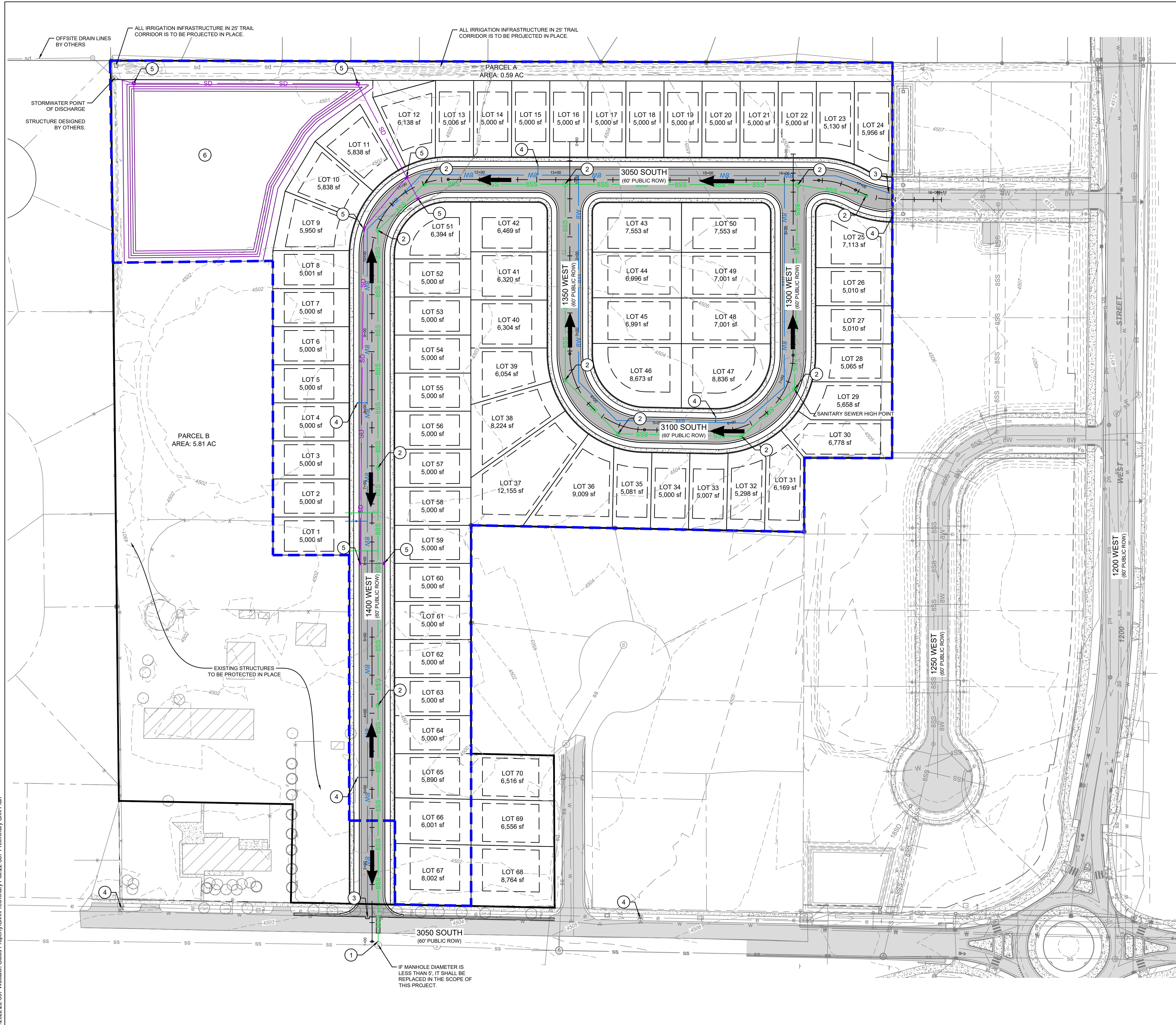
BEG S 1°50' W 28 FT FROM NW COR OF SE/4 OF SEC 21 T 11N R 1E & TH S 88°46'54" E 1165.97  
FT TH S 1°18'34" W 380.83 FT TH S 3°23'37" W 828.21 FT TO N LN OF 3200 S ST TH N 89°02' W  
49.42 FT ALG ST TH N 0°58' E 115 FT TH N 89°02' W 100 FT TH S 0°58' W 82.0 FT TO N LN OF SD  
ST (99 FT WIDE) TH N 89°02' W ALG ST 101.2 FT TH N 0°03'20" E 132.5 FT TH N 89°03'47" W 84.4  
FT TH S 0°45'59" E 132.5 FT TH N 89°02' W ALG ST 586.37 FT TH N 0°02'17" E 182 FT TH N 89°02'  
W 160 FT TH S 0°02'17" W 167 FT TH SE'LY ALG CURVE TO LEFT 23.7 FT TO N LN OF 3200 S ST  
TH N 89°02' W 45 FT TO W LN OF SE/4 SD SEC TH N 0°02'17" E 1179.88 FT TO BEG CONT 30.00  
AC M/L

1252624 Bk 2162 Pg 412









**GENERAL NOTES:**

- ALL LOTS TO BE SERVICED WITH A 4" SANITARY SEWER SERVICE & 1" CULINARY WATER SERVICE
- THE EXISTING IRRIGATION DITCH OWNED BY COLLEGE IRRIGATION COMPANY LOCATED IN THE 25' TRAIL CORRIDOR SHALL BE PROTECTED IN PLACE
- NO SEWER MANHOLE WILL BE SHORTER THAN 4' FROM RIM TO INVERT IN THE PROPOSED CONDITION.
- SEE SHEET 5 FOR ROW CROSS-SECTIONS

**CIVIL PLAN KEY NOTES:**

- POINT OF CONNECTION TO EXISTING SEWER SYSTEM
- SANITARY SEWER MANHOLE
- CONNECTION TO EXISTING CULINARY WATER MAIN
- FIRE HYDRANT ASSEMBLY
- STORMWATER STRUCTURE
- STORMWATER POND

**STORMWATER NARRATIVE:**

THIS SITE SHALL BE DESIGNED TO DETAIN THE CACHE VALLEY 100-YR 24-HR STORM OF 3.02 IN. DUE TO HIGH GROUND WATER CONDITIONS, IT IS RECOMMENDED THAT THIS SITE SHALL NOT RETAIN STORMWATER ON SITE. ALL STORM DRAIN INFRASTRUCTURE IS TO BE SIZED TO CONVEY THE 10-YR 24-HR STORM. SEE SHEET 6 FOR STORMWATER CALCULATIONS.

THE SITE IS TO BE GRADED TO CONVEY STORMWATER RUNOFF TO AN ABOVE GROUND STORMWATER POND LOCATED IN THE NORTHWEST CORNER OF THE SITE. THE BOTTOM OF THE POND IS TO BE SET AT OR ABOVE EXISTING GRADE. DUE TO HIGH GROUND WATER CONDITIONS, NO CUT SHALL BE PERMITTED FOR STORMWATER STORAGE. STORMWATER WILL BE RELEASED AT THE PRE-DEVELOPMENT RUNOFF RATE OF 1.69 CFS (0.20 CFS/AC = 3.85 CFS) AS DETERMINED BY THE SCS TR55 METHOD. THIS SITE WILL ULTIMATELY DISCHARGE INTO A MASTER PLANNED STORM DRAIN MAIN LINE AS DESIGNED BY JUB ENGINEERS.

REQUIRED DETENTION STORAGE: 40,192 CF  
 ANTICIPATED PROVIDED DETENTION STORAGE: 42,066 CF

ANTICIPATED BOTTOM OF POND: 4501.50'  
 ANTICIPATED TOP OF STORAGE: 4502.50'  
 ANTICIPATED FREEBOARD: 4503.50'

**LEGEND**

PROPERTY BOUNDARY (PER LEGAL)	
PROPOSED PROPERTY LINE	
SETBACK LINE	
EXISTING PROPERTY LINE	
EXISTING ROW CENTERLINE	
PROPOSED ROW CENTERLINE	
EXISTING ASPHALT	
PROPOSED ASPHALT	
SANITARY SEWER LINE	
EXISTING FENCE	
STORM DRAIN LINE	
CULINARY WATER LINE	
WATER VALVE	
FIRE HYDRANT	
WATER METER	
STORM WATER CATCH BASIN	
SEWER MANHOLE	
ANTICIPATED SLOPE OF FG (SEE SHEET 5)	
WATERSHED BOUNDARY	

**civilsolutionsgroup inc.**

CACHE VALLEY | P: 435.213.3762  
 SALT LAKE | P: 801.216.3192  
 UTAH VALLEY | P: 801.874.1432  
 info@civilsolutionsgroup.net  
 www.civilsolutionsgroup.net

**THE FIELDS AT NIBLEY**  
 3200 SOUTH & 1350 WEST  
 NIBLEY, UT, 84321

MARK	DATE	DESCRIPTION

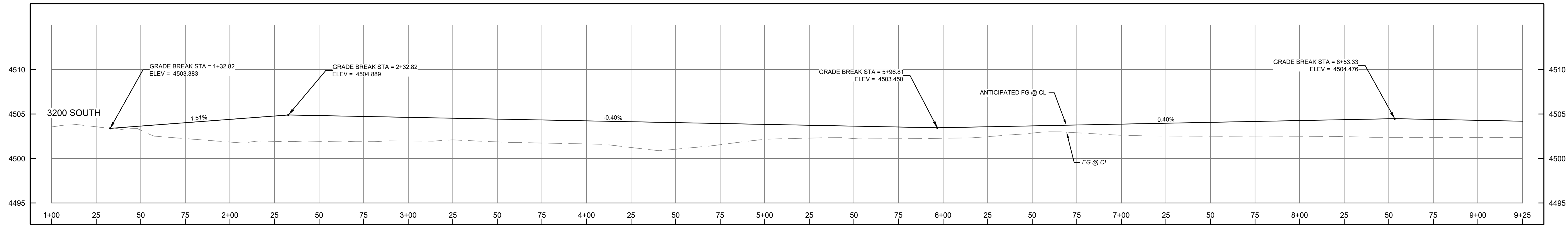
PROJECT #: 22-307  
 DRAWN BY: C. SCHAFFNER  
 PROJECT MANAGER: M. TAYLOR  
 ISSUED: 8/30/2024



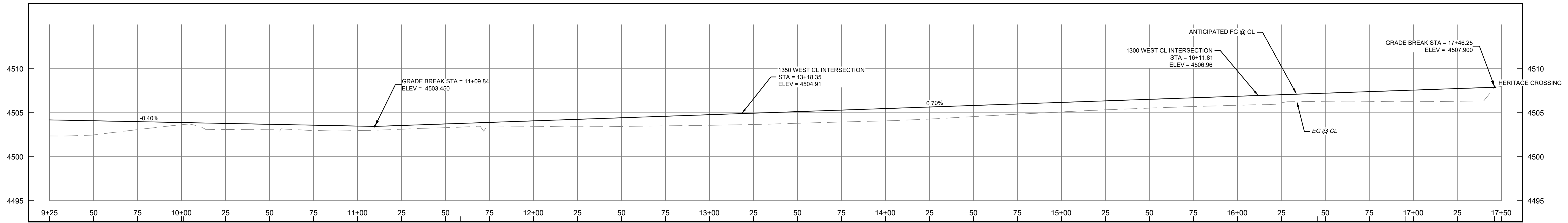
**PRELIMINARY CIVIL PLAN**

P:\2022\22-307 Watacon Gibbs Property\Civil\Preliminary Plan\22-307 Preliminary Civil Plan

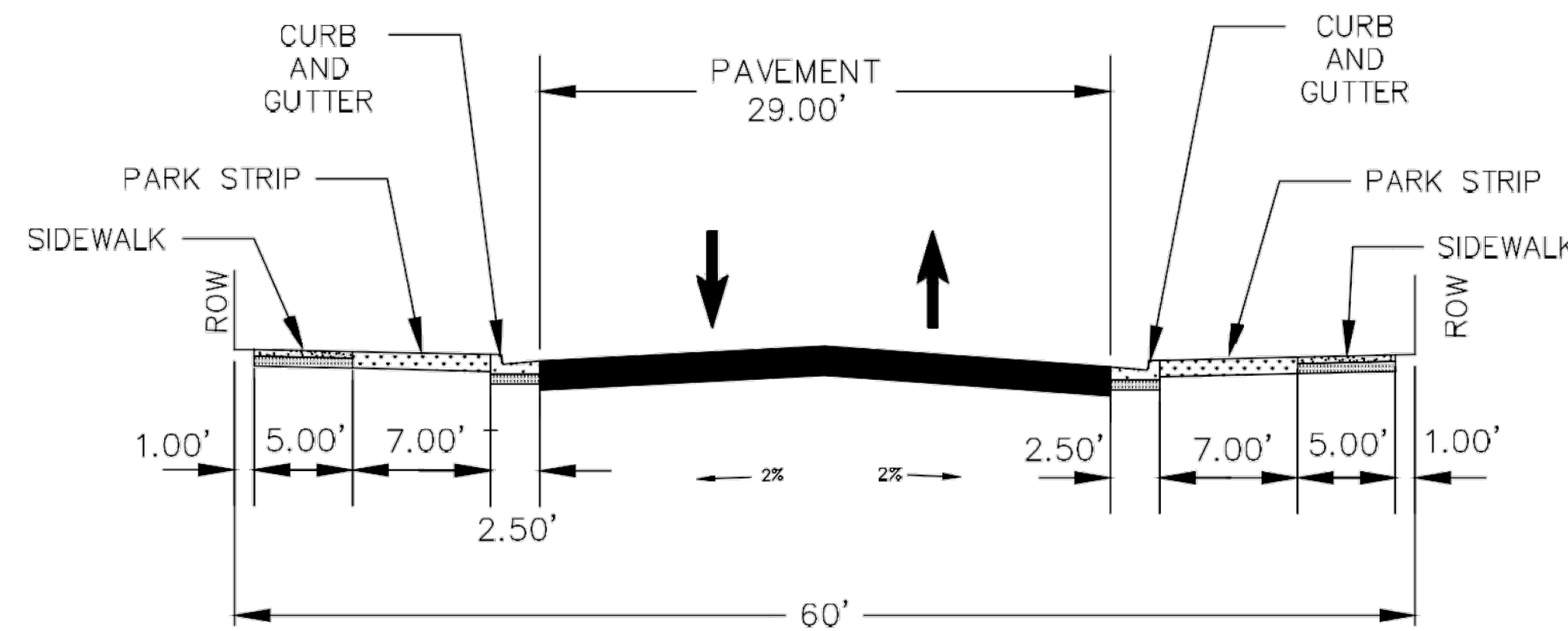
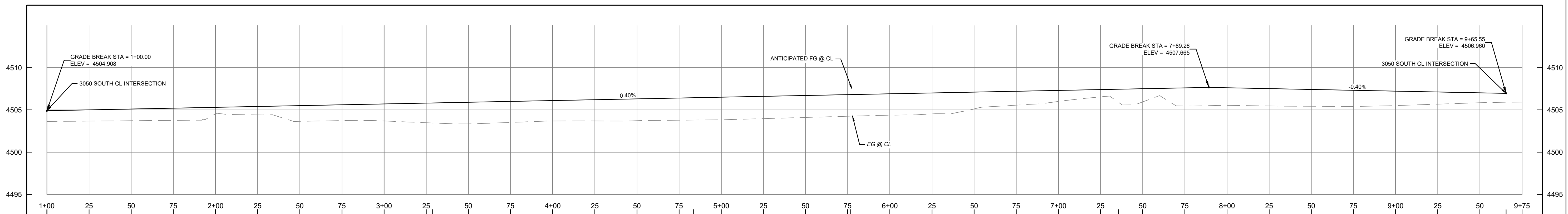
1400 W & 3050 S PROFILE



1400 W & 3050 S PROFILE

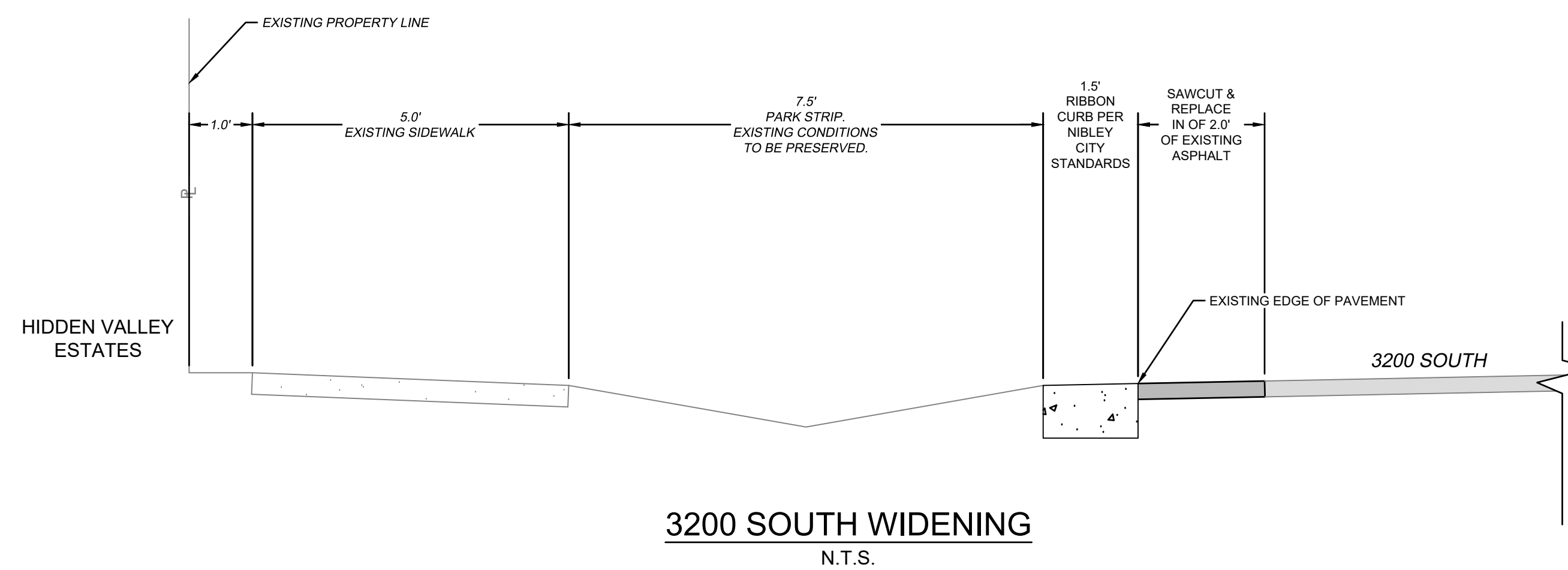


1350 W 3100 S & 1300 W PROFILE



TS-13: LOCAL: 2-LANE LOCAL, 60' ROW

N.T.S.



3200 SOUTH WIDENING  
N.T.S.



MARK	DATE	DESCRIPTION

PROJECT #: 22-307  
DRAWN BY: C. SCHAFFNER  
PROJECT MANAGER: M. TAYLOR  
ISSUED: 8/30/2024



CL PROFILES &  
ROW  
CROSS-SECTIONS



**NIBLEY CITY  
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”), entered into this \_\_\_ day of \_\_\_\_\_, 2024, between BC ENTITIES, INC., a corporation, (“Developer”) and NIBLEY CITY, (“City”), and

WHEREAS, Developer desires to develop certain portion on land known as NIBLEY COACH (the “Development”), more particularly described as follows:

Part of the Northwest Quarter of Section 21, Township 11 North Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Commencing at the Northwest Corner of Section 21, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian monumented with a brass cap; thence S 00°26’13”E 1332.05 feet along the West line of the Northwest Quarter of said Section 21; thence S 89°22’47” W 24.75 feet to the POINT OF BEGINNING and running

thence N 89°31’32” E 666.23 feet;  
thence N 00°25’00” W 0.75 feet ½” rebar at the Southwest Corner of Lot 11, Elkhorn Ranch Unit II recorded in Cache County Recorder’s Office under Entry No. 442245 on April 8, 1981;  
thence N 89°34’08” E 63.00 feet along the boundary of Elkhorn Ranch Unit II;  
thence S 22°36’17”E 16.20 feet;  
thence S 00°24’56” E 217.16 feet;  
thence S 02°45’03” E 60.05 feet;  
thence S 00°25’20” E 95.00 feet;  
thence S 89°34’40” W 737.66 feet;  
thence N 00°26’13” W 385.79 feet to the point of beginning, containing 6.525 acres, more or less.

WHEREAS, plans for the Development are on file with City and are incorporated by reference herein; and

WHEREAS, it is necessary for the interest of the public welfare that improvements to be made be constructed in accordance with the specifications set forth in said plans and as provided by Nibley City Ordinances and Design Standards; and

WHEREAS, Developer desires to record a final plat of the Development in order to obtain building permits and construct structures after the necessary infrastructure is installed, approved and accepted; and

WHEREAS, in accordance with said Nibley City ordinances, including Chapter 21.14 of the Nibley City Code, the Developer is required to furnish security for the completion of all improvements.

NOW THEREFORE, to induce City to approve said plans and allow use of city-owned utilities and access and/or other improvements, Developer does hereby unconditionally promise and agree with City as follows:

1. Developer hereby acknowledges receipt of a copy of the Nibley City Subdivision Ordinance. Developer hereby acknowledges that Developer has read the Subdivision Ordinance (or that an agent of Developer has), and that Developer understands the provisions of the Subdivision Ordinance and that Developer will fully and completely comply with the provisions and requirements therein contained.

2. In accordance with Nibley City Code 21.14, Developer shall tender to City Improvement Completion Assurance in the amount of \$ \_\_\_\_\_, which is the original bond amount of \$ \_\_\_\_\_ less the amount of work already completed of \$ \_\_\_\_\_. Subject to Section 17 below, in the event that Developer shall fail or neglect to fulfill the obligations under this Agreement, City may foreclose on the Improvement Completion Assurance and construct or cause to be constructed said streets and other improvements as shown on said plans as required by City ordinances and Design Standards. Upon completion of said improvements Developer shall be liable to pay to, and indemnify City for, the final total cost actually incurred by City in foreclosing on the Improvement Completion Assurance and completing all required improvements, including but not limited to, engineering, legal and contingent costs, together with any damages which City may sustain on account of the failure of Developer to carry out and execute all of the provisions of this Agreement, which said sums are secured by the Improvement Completion Assurance.

Notwithstanding the foregoing, prior to Developer's obligation to pay City for the foregoing costs, if necessary, City shall provide Developer with actual invoices, bills of sale, receipts, or other reasonably acceptable documentation, as determined by Developer in its reasonable discretion, evidencing such actual costs incurred by City. Developer's liability shall in no way be limited to the amount of the Improvement Completion Assurance. At the discretion of Developer and per the Nibley City Financial Assurance Code and Process, this Improvement Completion Assurance may be included as a provision or part of the Surety Bond specified below.

3. Developer hereby acknowledges that the execution of this Agreement, on its own. Does not constitute final plat approval nor permission to begin development, and that any such approvals granted by the City may be granted only upon Developer's compliance with the terms of Nibley City Ordinances, Design Standards, and this Agreement.

4. Developer shall complete all improvements in substantial accordance with the approved construction drawings, landscape plan, final plat, applicable City codes, statutes, and ordinances, and to the fullest extent permitted under the laws of the City, State of Utah, and United States (collectively, the “Vested Rights”).

Developer shall construct each sewer manhole collar and each water valve collar in appropriate locations according to the approved construction drawings. Developer must either pay the City a “street tree fee” for the purchasing and installing of trees within the Development or purchase and install the street trees as improvements to the Development. The number of trees total [ ] and the type of tree is referenced in the Landscape plan approved by Nibley City Administrative Land Use Authority. The City fee for all \_\_\_ trees is \$ \_\_\_\_\_ or \$ \_\_\_ per tree as calculated in the Street Tree Cost letter in Exhibit A. If the Developer elects to purchase and plant the street trees, Developer will have up to 2 years after the completion of the Development to install street trees adjacent to constructed homes. At the end of the 2-year period, the Developer may choose to pay the per tree cost to the City for any unplanted trees after which the City will assume the responsibility to construct the remaining trees; request to extend tree planting for another 2 years; or install the remaining trees after providing reasonable means for watering and maintenance. While the street trees remain an obligation of the Developer, a proportional portion of the Surety Bond will remain in place to guarantee the cost of installation. In all cases, proportional financial assurances shall be held by the Developer until improvements are completed per the prescribed improvement completion, inspection, and acceptance process and the financial assurance release process, as set forth in Nibley City Code, this Agreement, and the terms of any specific agreement, instrument, or document governing the financial assurances.

5. Developer shall enter into a Private Water Utility Agreement for privately owned water infrastructure within the project. The Private Water Utility Agreement must be completed and recorded on the property prior to or simultaneously with recordation of the final plat.

6. Developer shall complete a Storm Water Management BMP Maintenance Agreement for privately owned storm water infrastructure within the project. The Storm Water Management BMP Maintenance Agreement shall be completed and recorded on the property prior to or simultaneously with recordation of the final plat.

7. Developer shall supply the City with water rights or shares for the development. The amount of shares shall be calculated using Utah R309-510 for indoor and outdoor culinary and irrigation use and reviewed and approved by the City Engineer.

8. Developer shall be responsible for the maintenance, repair, and upkeep of all public improvements until such improvements are completed and are inspected and officially accepted by the City. The City shall not be liable for any damage or deterioration of such improvements prior to acceptance. Developer shall provide Improvement Completion Assurance or a Surety Bond in accordance with NCC 21.14 in the sum equal to ten percent (10%) of the estimated costs of all improvements, in the amount of \_\_\_\_\_, installed in the Development as estimated by the City Engineer for the period of Developer’s warranty on the improvements in the Development as described in Nibley City Code 21.14.050. The Surety Bond shall meet all the criteria outlined in Nibley City Code Chapter 21.14. At the discretion of Developer and per the

Nibley City Financial Assurance Code and Process, this Surety Bond may be included may be included as a provision or part of the Improvement Completion Assurance specified in Paragraph 2 above.

a. Warranty. The Developer shall warrant that the improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the City accepts the improvements when completed by the Developer, or on behalf of the Developer, and as requested by the Developer for conditional acceptance as provided by separate agreement or by law.

9. Developer or project homeowner association (HOA) shall be responsible for the upkeep and maintenance of all common areas within the project.

10. Developer shall comply with all applicable federal, Utah State, county, and City ordinances, requirements, regulations, standards, and laws that are currently in effect or pending adoption pursuant to Utah Code Ann. § 10-9a-509, including zoning except as expressly and specifically modified by this Agreement (“Applicable Law”) for each aspect of this Development, including payment of fees and compliance with design and construction standards. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all such Applicable Law as now existing and as enacted and/or amended prior to construction, subject to Developer’s Vested Rights as set forth in below. In the event of a conflict between this Agreement and any applicable federal, state, or county requirement, regulation, or law, the federal, state, or county requirement, regulation, or law shall prevail to the extent of such conflict.

11. Developer shall pay all development fees in accordance with City Codes and the City’s Consolidated Fee Schedule prior to final approval to begin construction activity and/or recordation of final plat.

12. Developer shall not engage in any construction or disturbance of soil in the Development prior to issuance of the Notice to Proceed by the Public Works Director. The Notice to Proceed shall not be unreasonably withheld, conditioned, or delayed by the Public Works Director or the City. In the event the Public Works Director is unavailable to issue such Notice to Proceed in a timely manner then the City Engineer or City Manager shall be authorized to issue the same without the need for any additional consents or approvals.

13. Upsizing. City shall not require Developer to “upsized” any public improvements (i.e., to construct the improvements to a size larger than required to service the Development) unless the City agrees to compensate Developer for the pro rata cost incurred as a result of such upsizing. Compensation to Developer for any upsizing of improvements shall be agreed to by Developer and the City as part of a customary reimbursement agreement which may be entered into by such parties; provided, however, execution of such reimbursement agreement shall not be deemed as a condition precedent to Developer commencing construction and/or the City processing and issuing or approving any applications submitted by Developer.

14. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. Developer may develop the Development in accordance with the Vested Rights. The parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The parties specifically intend that this Agreement grants to Developer “vested rights” as that term is also construed in Utah’s common law and pursuant to Utah Code Ann. § 10-9a-509.

b. Construction Improvements. Developer shall construct improvements in accordance with all City codes, ordinances, and standards (“City Requirements”) adopted by the Nibley City Council at the time of vesting. City staff and Developer will work in good faith to develop construction improvement plans that meet City Requirements; however, if items on the construction plans are identified by the City or Developer to be non-compliant with City Requirements, Developer shall construct improvements according to City Requirements.

c. Applicable Development Regulations. Neither the City nor any department or agency of the City shall impose upon the Development (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition, or other measure (each a “New Law”) that reduces or impacts the rights provided by this Agreement or by the Vested Rights. For example, a New Law conflicts with this Agreement or the Vested Rights if it does any of the following in a way that is more restrictive than the current law, whether by targeting this Development specifically or as part of a general law:

- i. Changes the allowed uses of the Development;
- ii. Limits or controls the speed, order, or timing of the approval or construction of any part of the Development, unless allowed by this Agreement or current law; or
- iii. Applies a new rule to the Development that is not applied uniformly to similar projects or properties across the City.

d. Legislative Powers. The City shall process each application of the Developer consistent with the Vested Rights, provided that nothing in this Agreement shall limit the future exercise of the police power and legislative authority of the City, which power and authority is expressly reserved and retained. Notwithstanding such retained power, no New Law that conflicts with this Agreement or the Vested Rights shall apply to the Development unless the City finds and determines that the policies, facts, and circumstances satisfy the compelling, countervailing public interest exception to the vested rights doctrine, consistent with Utah Code Ann. § 10-9a-509 and *Western Land Equities v. City of Logan*, 617 P.2d 388 (Utah 1980). Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any New Law that may affect the Vested Rights, this Agreement, or the Development.

15. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns; provided, however, that this Agreement cannot be assigned, transferred or conveyed by either party, without the express, written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

16. Default. An “Event of Default” shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within ninety (90) days following delivery to the defaulting party of written notice of such delinquency and/or default. Notwithstanding the foregoing, if the identified default or delinquency cannot be reasonably cured with the foregoing 90-day period, the defaulting party shall not be in default so long as said defaulting party commences to cure the identified default within that 90-day period and diligently continues such cure in good faith until complete. Prior to either party exercising any default remedies set forth herein, the non-defaulting party hereby agrees to meet and confer with the defaulting party to explore and determine, in good faith, a mutually acceptable resolution to cure the default or an acceptable plan to cure the default in the future.

17. Termination. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement shall be until ten (10) years after this Agreement is recorded (unless earlier terminated or modified by written amendment as set forth below). The term may be extended automatically for up to two (2) periods of five (5) years each if no Event of Default remains uncured, or Developer has commenced any curing activities. Upon termination or expiration of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

18. Force Majeure. Any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations, or controls; pandemics or epidemics; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period of time equal to the duration of that prevention, delay, or stoppage. In the event of such force majeure, the affected party shall notify the other party as soon as reasonably possible and shall do everything possible to resume its performance under this Agreement. If the period of non-performance exceeds ninety (90) days, the party not affected by the force majeure event may terminate this Agreement by giving thirty (30) days’ notice to the affected party.

19. Notices. Any notices, requests, and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:

BC ENTITIES, INC.  
Attn: Ryan Reeves  
2328 W 6100 S  
Wellsville, UT 84339  
ryanr@interstatecp.com

To the City:

Nibley City

Attn: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

20. Applicable Law and Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah. The Parties hereby submit to the exclusive jurisdiction of the federal and state courts in the State of Utah located in Cache County in any suit or proceeding arising out of or relating to this Agreement.

21. Estoppel Certificate. If no Event of Default has occurred or remains uncured in the provisions of this Agreement and upon five (5) days prior written request by Developer or a sub-developer, the City will execute an estoppel certificate to any third party certifying that Developer (or a sub-developer), as the case may be, at that time is not known by the City to be in default of the terms of this Agreement.

22. Relationship of the Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the City and the Developer.

23. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

24. Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

25. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

26. Entire Agreement. This Agreement, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

27. No Third Parties. This Agreement, and all Exhibits thereto, is intended for the sole benefit of the named parties thereto. No third party, except for permitted successors and assigns, shall have any right to enforce any of the terms or obligations herein.

28. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Development. This Agreement shall be deemed to run with the land.

29. Attorney Fees. Both parties shall pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement will be entitled to recover its reasonable attorney fees, costs, and expenses of such proceeding.

30. Indemnification. Each of the parties agrees to indemnify and hold harmless the other party, including its officers, employees, and agents, for damages, claims, suits, and actions arising out of the indemnifying party's (including officers', employees', or agents') negligent or intentional errors or omissions in connection with this Agreement.

31. Insurance. Developer shall procure and maintain general liability insurance in an amount no less than one million dollars (\$1,000,000.00) per occurrence, with the City named as an additional insured, for any claims related to the project. Proof of such insurance shall be provided to the City prior to the commencement of work.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**NIBLEY CITY**

**BC ENTITIES, INC.,** a Utah corporation

\_\_\_\_\_  
By: Justin Maughan  
Its: City Manager

\_\_\_\_\_  
By: Ryan Reeves  
Its: President

STATE OF UTAH     )  
                                  :SS  
County of Cache     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me JUSTIN MAUGHAN, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH    )  
                              : ss  
County of Cache    )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me, Ryan Reeves, who being by me duly sworn did say that he is the President of BC ENTITIES, INC., a Utah corporation, and that the within and foregoing instrument was signed on behalf of said limited liability company with property authority and duly acknowledged to me that she/he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

**19.24.160 Parking Requirements**

- A. General Requirements: Except as herein provided, no building or structure shall be erected; ~~or altered or converted for or to any use expanded by greater than 10% of the overall building square footage~~ unless there shall be provided on the lot or parcel, off street vehicle parking ~~of at least the following ratio of vehicle spaces for the uses which meets or exceeds the standards of this section. specified in the designated districts and all roadways comply with the standards contained herein, except that an established use lawfully existing at the effective date hereof need not provide parking or roadways as herein set forth and that no existing vehicle parking or roadways may be reduced or further reduced below the minimum standards herein required.~~
- B. ~~Specific Minimum Parking~~ Requirements: In all districts, the following ~~schedule minimum parking requirements~~ shall apply:

**Commented [LR1]:** I don't think the rest of this is needed, as we aren't regulating on street parking here and additional parking is not needed for change of use.

<u>Use</u>	<u>Minimum vehicular parking spaces</u>	<u>Minimum bicycle parking spaces</u>
Churches, theaters, meeting rooms, places of public assembly	1 space per 5 fixed seats and 1 space per 50 square feet of floor area for movable seats under maximum seating arrangement	<u>1 space per 50 fixed seats and 1 space per 500 square feet of floor area for movable seats under maximum seating arrangement</u>
<u>Drive-in-F</u> food establishments <u>without Drive-through</u>	<u>1-10 spaces</u> per 1,000 square feet <u>of floor space, but not less than 10 spaces</u>	1 space per 2,000 square feet

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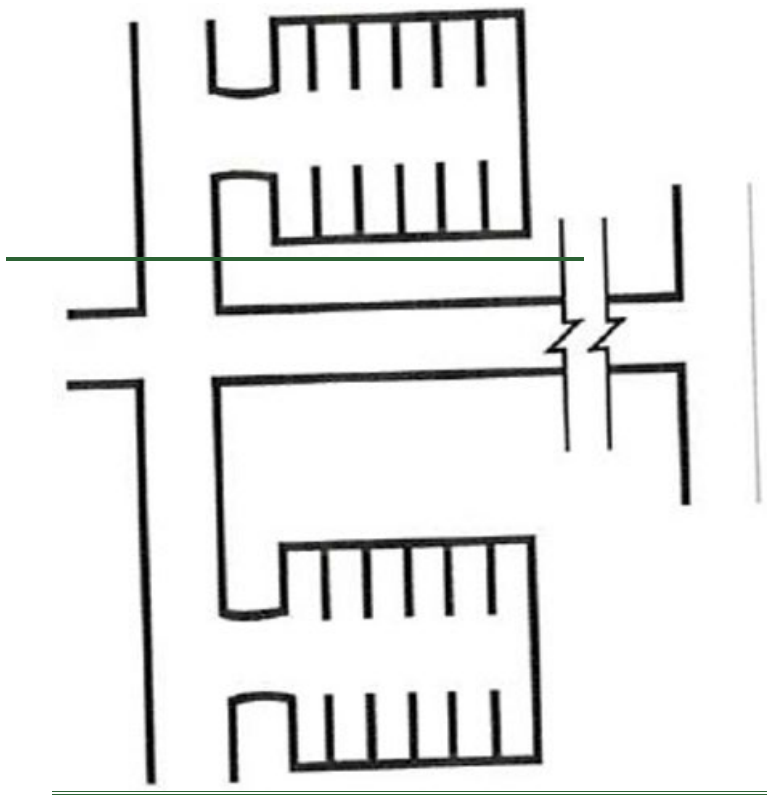
<u>Food establishments with Drive-through</u>	<u>8 spaces per 1,000 square feet</u>	<u>1 space per 2,000 square feet</u>
<u>Hospital</u>	<u>3 spaces per 1,000 square feet</u>	<u>1 space per 20,000 square feet</u>
<u>Hospitals, convalescent homes, Assisted Living or Nursing Homes</u>	1 space per each 2 beds	<u>1 space per 20,000 square feet</u>
Professional offices <u>with frequent client visitation</u> such as doctors, lawyers, dentists, chiropractors, insurance offices, real estate brokers, beauticians	<del>4</del> <u>3 spaces per professional member, plus 1 space per professional and staff employee 1,000 square feet</u>	<u>1 space per 20,000 square feet</u>
<u>Corporate or General Office with infrequent client visitation</u>	<u>3 spaces per 1,000 square feet</u>	<u>1 space per 20,000 square feet</u>
<u>Convenience Store, Gas Station</u>	<u>10 spaces per 1,000 square feet</u>	<u>1 space per 2,000 square feet</u>
<u>Supermarket, Grocery Store</u>	<u>4 spaces per 1,000 square feet</u>	<u>1 space per 2,000 square feet</u>
<u>Building Supply, Hardware Store, Agricultural Implements, or Nursery</u>	<u>1 space per 1,000 square feet</u>	<u>1 space per 20,000 square feet</u>

<u>Manufacturing and Specialty Trades</u>	<u>3 spaces per 1,000 square feet</u>	<u>1 space per 20,000 square feet</u>
<u>Warehousing</u>	<u>1.5 spaces per 1,000 square feet</u>	<u>1 space per 20,000 square feet</u>
<u>School, High or College</u>	<u>0.4 spaces per student</u>	<u>1 space per 20 students</u>
<u>School, Elementary or Middle</u>	<u>0.2 spaces per student</u>	<u>1 space per 20 students</u>
<u>Daycare</u>	<u>0.3 spaces per child</u>	=
<u>Hotel or Bed &amp; Breakfast</u>	<u>1 space per room</u>	<u>1 space per 20 rooms</u>
<u>Short Term Rental</u>	<u>1 space per 4 maximum occupants</u>	=
<u>Motor Vehicle Sales &amp; Service</u>	<u>3 spaces per 1,000 square feet</u>	<u>1 space per 20,000 square feet</u>
<u>Residential, Single Family dwelling units</u>	<u>2 spaces per dwelling off street spaces in addition to any carport or garage for single family dwelling units. 3 off street spaces in addition to any carport or garage for two family dwelling units., If any dwelling unit is added after the original building permit is issued, the parking requirements shall reflect that increase. Additional parking standards for residential dwelling units within R-PUD overlay zones are provided in NCC 19.28. Additional parking standards for residential dwelling units within R-M zones are provided in NCC 19.20.040.</u>	=

<u>Residential, Secondary Dwelling Unit</u>	<u>1 space per dwelling</u>	=
<u>Residential, Multi-family or Attached (2 or more bedrooms)</u>	<u>2.25 spaces per dwelling<sup>1</sup></u>	<u>1 space per 10 dwellings</u>

<sup>1</sup> Primary parking for two (2) spaces for 2 or more bedroom units or one (1) space for 1 or fewer bedroom units for must be contained in a garage, carport, driveway, or parking court. A multi-family housing development shall provide one guest parking spot for every four units. Guest parking may be provided in parking courts or lots maintained by the property owner or owner association.

1. Individual parking courts or lots shall include landscaping with grass, trees or xeriscape plants separating parking areas of no more than 20 parking spaces. Each parking area of 20 or less spaces shall be physically and visually separated by a landscape area a minimum of 10 feet in width.
2. Parking courts or lots shall be located in the interior of the development and located between or in the rear of buildings for multi-family developments.
3. Parking Courts or lots shall be paved and built to Nibley City parking lot standards.
4. Interior parking structures or garages are encouraged and shall meet Nibley City Design Standards



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<u>Residential, Multi-family (1 or fewer bedrooms)</u>	<u>1.25 spaces per dwelling<sup>1</sup></u>	<u>1 space per 20 dwellings</u>
<u>Restaurant, cafeteria, cafe</u>	<u>1 space per 4 fixed seats, plus 1 space per each 40 square feet of floor area for movable seats under maximum seating arrangement</u>	
<u>Other Retail stores, businesses selling or catering to the public, recreational places of assembly</u>	<u>5+ spaces per 200-1,000 square feet of floor space</u>	<u>1 space per 2,000 square feet</u>
<u>Other uses not listed</u>	<u>1.5 spaces per 2 employees working on highest employment shift</u>	

**Commented [LR3]:** See 'Food Establishments' above.

1. For uses not listed, the appropriate approval authority shall assign minimum parking requirements based upon the most comparable use(s) described in the chart or the applicant may submit an alternative parking plan, as described in this section, for review.

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C. Alternative Parking Plan

1. An Alternative Parking Plan is a proposal to vehicle parking needs by means other than providing parking spaces on-site in accordance with the ratios established in this chapter. Applicants who wish to deviate from the minimum off-street parking requirements shall secure approval of an Alternative Parking Plan from the relevant approval authority for the site plan or subdivision.

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2. Plan Contents. An alternative parking plan shall detail the type of alternative proposed and the rationale for such a proposal, based upon findings of a parking study. Plans shall be prepared by a professional licensed by the State of Utah.

a. A parking study shall include estimates of parking demand based on recommendations of the latest edition of the Institute of Traffic Engineers (ITE) Parking Generation Manual, or other acceptable estimates as approved by the City Engineer, and should include other reliable data collected from uses or

combinations of uses that are the same as or comparable with the proposed use and from a comparable context of urbanity. Comparability will be determined by density, scale, bulk, area, type of activity, location, or parameters of the use that may be estimated to parking requirements. Recommended parking for a development which includes a mix of uses may estimate peak parking demand taking into account shared parking. The study shall document the source of data used, and methods used to develop the recommendations.

b. Based upon review of the parking study, the City Engineer shall recommend the minimum off-street parking for the proposed application to the relevant approval authority.

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~~D.~~ Location Of Parking Space: Parking space as required shall be provided off street on the same lot with the main building, or in the case of nonresidential buildings, may be located not farther than five hundred feet (500') therefrom. Parking spaces required for all uses other than dwellings shall be so located that parking or departing vehicles shall not back onto a public street but onto a private roadway or alley.

~~D.E.~~ Maximum Yard Area To Be Used For Parking And Vehicle Access Lanes: For all uses permitted in a residential zone, none of the front yard area required by the respective zones shall be used for parking but shall be left in open green space, except that access across and over the required front yard is allowed to the side or rear yards. In the case of multiple-family dwellings and nonresidential uses in a residential zone, not more than fifty percent (50%) of the required side and rear yards shall be used for parking or vehicular access lanes. In such cases where it is deemed necessary to utilize more than fifty percent (50%) of the required side and rear yards and where such use is approved by the appeal authority, any yard area used in excess of said limits shall be provided in an equivalent amount of land area elsewhere on the same lot as the building as open green space, patios, play areas or courts. Location Of Parking Space: Parking space as required shall be provided off street on the same lot with the main building, or in the case of nonresidential buildings, may be located not farther than five hundred feet (500') therefrom. Parking spaces required for all uses other than dwellings shall be so located that parking or departing vehicles shall not back onto a public street but onto a private roadway or alley.

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~~E.F.~~ Parking Lot Standards: Unless otherwise specified, Every parcel of land hereafter used as a public parking area shall be paved with an asphalt or concrete surface and shall have appropriate bumper guards or curbs where needed, as determined by the building inspector, to protect adjacent property owners or persons using a sidewalk. Catch basins and drains shall be provided to collect surface drainage of all paved areas at a minimum rate of one inch (1") an hour rainfall. Surface drainage is not allowable across pedestrian walkways.

~~G.~~ Landscaping Required Of Parking Lots: All parking lots located in front yards adjoining residential property or residential zones shall maintain the following landscaped areas, except that parking lots existing prior to the adoption of this title may be continued and maintained but not enlarged:

1. Required Width of Landscaping Adjacent to Property Line

Required Width

Of Landscaping

Location Of Measured From Required, See

Zone Parking Lot Lot Line NCC 19.24.170

<u>Zone</u>	<u>Front yard</u>	<u>Side yard</u>	<u>Side yard, street</u>	<u>Rear yard</u>
<u>Industrial (I)</u>	<u>30</u>	<u>5 (20)<sup>1</sup></u>	<u>20</u>	<u>0(20)<sup>1</sup></u>
<u>Other zones</u>	<u>10</u>	<u>0 (10)<sup>1</sup></u>	<u>10</u>	<u>0 (10)<sup>1</sup></u>

F: <sup>1</sup>Greater distance required when abutting residential zone

Industrial Front yard 30 feet Landscaped green area

Side yard which 20 feet Landscaped adjoins nonindustrial screening in at zone or residential least 5 ft. of 20 ft. property landscaped green area for remainder of area

Other zones Front yard 10 feet Landscaped green area

Side yard which adjoins 10 feet Landscaped or residential property, natural screening residential zone, or different zone from that in which parking lot is

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G.H. Off Street Parking Requirements:

1. Each parking space shall encompass not less than one hundred eighty (180) square feet of net area. Each parking space shall be not less than nine feet (9') wide, the width being measured at a right angle for the side lines of the parking space.
2. All off street parking spaces and associated access lanes shall be effectively screened on any side adjoining any property in a residential zone by a wall or fence not less than four feet (4') nor more than seven feet (7') high, except that some type of hedgerow shrubs may be used in place of a wall or fence; provided, that the hedge is continuous along adjoining property and at maturity is not less than five feet (5') nor more than seven feet (7') high. Hedgerow shrubs shall be maintained and replaced where necessary in order that the hedge may become an effective screen from bordering property within a maximum five (5) year period. Front and side yards and corner lot fences or plantings shall maintain height requirements of their respective zones.

H.I. Computation Of Parking Requirements: When measurements determining number of required parking spaces result in a fractional space, any fraction up to one-half (~~10/51/2~~) shall be disregarded, and fractions including one-half (~~10/61/2~~) and over shall require one parking space.

I.J. Off Street Truck Loading Space: On the same premises with every building or use involved in the receipt or distribution by vehicles of materials or merchandise, there shall be provided and maintained on the lot, adequate space for standing, loading and unloading services in order to avoid undue interference with public use of streets or alleys. All such loading areas or berths shall be so located that no vehicle loading or unloading merchandise or materials shall be parked in any required front yard or in any street or alley or other public way.

J.K. Business Requiring Automobile Access: Service stations, roadside stands, parking lots and all other businesses requiring motor vehicle access shall meet the following standards:

1. Access shall be by not more than two (2) roadways on any street;
2. Said roadways shall not be closer to each other than twenty feet (20');
3. Each of said roadways shall not be more than thirty four feet (34') in width;
4. No roadway shall be closer than twenty feet (20') to the point of intersection of two (2) property lines or at any street corner; and

5. A curb, hedge or fence of not more than two feet (2') in height shall be provided by the owner to limit access to the permitted roadways.

L. Location Of Gasoline Pumps: Gasoline pumps shall be set back at least twenty feet (20~~6~~') from any property line bordering a street; provided, that a pump island parallel to an adjoining street may be located not less than fifteen feet (15~~6~~') from the property line bordering said street.

M. Bicycle Parking Standards

1. Required bicycle parking shall be provided on site within 100 feet of the building entrance, in a publicly visible location. When placed curbside, spaces shall be at least 2 feet from the curb face.

2. Bike racks shall be designed to support the weight of the bike without putting pressure on the wheels and allow cyclists to lock both the frame and one wheel with a standard U-lock.

K-3. Where possible, bicycle parking shall be located under shelter to protect bicycles from the weather.

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**19.24.260 Short-Term Rental Housing**

F. Off-street parking shall be provided in accordance with NCC 19.24.160 at the following rates, based upon occupancy limitation of the short term rental:

<u>Maximum occupants</u>	<u>Minimum parking stalls</u>	Formatted: Left, Space After: 0 pt
<u>1-4</u>	<u>1</u>	Formatted: Left, Space After: 0 pt
<u>5-8</u>	<u>2</u>	Formatted: Left, Space After: 0 pt
<u>9-12</u>	<u>3</u>	Formatted: Left, Space After: 0 pt
<u>13-16</u>	<u>4</u>	Formatted: Left, Space After: 0 pt
<u>17-20</u>	<u>5</u>	Formatted: Left, Space After: 0 pt
<u>Above 20</u>	<u>Commensurate with the rates listed above</u>	Formatted: Left, Space After: 0 pt

1. For short-term rentals, which are incidental to a permanent residence, this parking shall be provided in addition to the required parking for the primary dwelling unit and shall not obstruct access to the parking of the primary dwelling unit. Parking surfaces shall be constructed of a hard surface, such as concrete, asphalt, or gravel.

#### **19.12.040 Mixed Residential Zone R-M**

M. Parking: Multi-family housing shall provide ~~parking in accordance with NCC 19.24.160. 2 primary parking spaces for each unit with 2 or bedrooms and 1.5 spaces for 1 bedroom or studio units. Primary parking must be contained in a garage, carports, driveway, or parking court. An R-M development shall provide one guest parking spot for every three units. Guest parking may be provided in parking courts or lots maintained by the property owner or owner association.~~

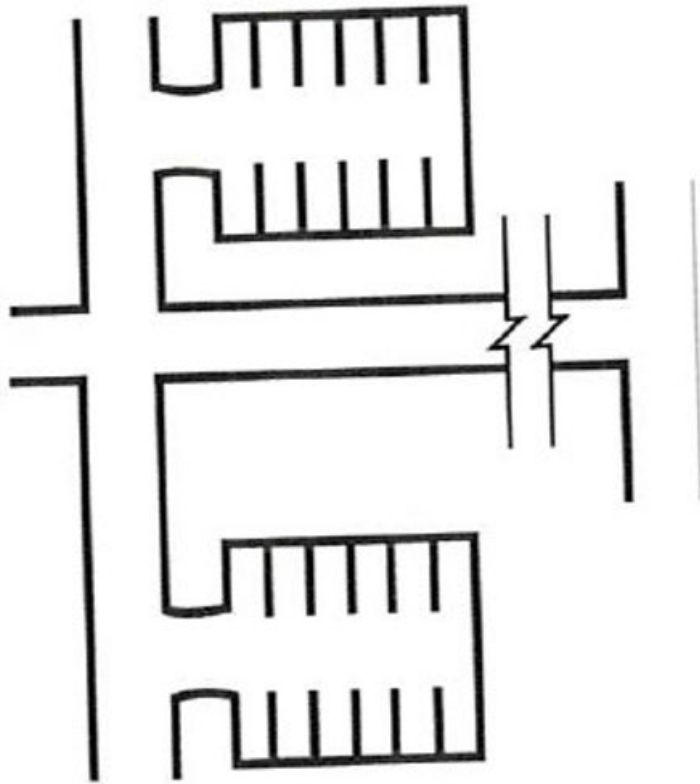
1. ~~Individual parking courts or lots shall include landscaping with grass, trees or xeriscape plants separating parking areas of no more than 20 parking spaces. Each parking area of 20 or less spaces shall be physically and visually separated by a landscape area a minimum of 10 feet in width.~~
2. ~~Parking courts or lots shall be located in the interior of the development and located between or in the rear of buildings for multi-family developments.~~
3. ~~Parking Courts or lots shall be paved and built to Nibley City parking lot standards.~~
4. ~~Interior parking structures or garages are encouraged and shall meet Nibley City Design Standards~~

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#### **19.32.080 Development Standards**

B. Site Design Standards.

5. ~~Parking: Each R-PUD shall provide parking in accordance with NCC 19.24.160. 2 primary parking spaces for each unit. Primary parking must be contained in a garage, carports, driveway, or parking court. An R-PUD shall provide one guest parking spot for every three units. Guesting parking may be provided in parking courts maintained by the owner association.~~
6. ~~Individual parking courts shall contain no more than 20 parking spaces and shall be physically and visually separated by a landscape area a minimum of 10 feet in width from any adjacent right-of-way. The separation shall be landscaped with grass, trees, or xeriscape plants.~~



- a.—A parking court of any length shall consist of no more than one double loaded parking aisle.
- b.—Parking courts shall be located in the interior of the development and located between or in the rear of buildings for townhome developments.
- c.—Parking Courts shall be paved and built to Nibley City parking lot standards.

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**19.24.250 Accessory Dwelling Unit Standards**

D. Approval Criteria

4. Parking: Off-street parking for two vehicles, shall be provided for use by the tenants of the accessory dwelling unit. This parking shall be provided in addition to the required parking for the primary dwelling unit and shall not obstruct access to the parking of the primary dwelling unit and shall be located behind the front plane of the primary dwelling. [Parking dimensions shall be provided in accordance with NCC 19.24.160.](#) Parking surfaces shall be constructed of a hard surface, such as concrete or asphalt, or gravel.

Use	Minimum vehicular parking spaces	Troy's numbers
Churches, theaters, meeting rooms, places of public assembly	1 space per 5 fixed seats and 1 space per 50 square feet of floor area for movable seats under maximum seating arrangement	1 for each 5 seats; 20 inches of bench shall be considered 1 seat
Food establishments without Drive-through	10 spaces per 1,000 square feet.	3.5 per 1000 square feet
Food establishments with Drive-through	8 spaces per 1,000 square feet	3.5 per 1000 square feet
Hospital	3 spaces per 1,000 square feet	1 for each bed
Assisted Living or Nursing homes	1 space per each 2 beds	1 for each 2 beds
Professional offices with frequent client visitation such as doctors, lawyers, dentists, chiropractors, insurance offices, real estate brokers, beauticians	4 spaces per 1,000 square feet	2 per 1000 square feet of examination, treatment, office, and waiting rooms

Corporate or General Office with infrequent client visitation	3 spaces per 1,000 square feet	2 per 1000 square feet
Convenience Store, Gas Station	10 spaces per 1,000 square feet	3 for each 1000 square feet
Supermarket, Grocery Store	4 spaces per 1,000 square feet	3 for each 1000 square feet
Building Supply, Hardware Store, Agricultural Implements, or Nursery	1 space per 1,000 square feet	1.2 per 1000 square feet
Manufacturing and Specialty Trades	3 spaces per 1,000 square feet	Industrial = 1 per 1000 square feet
Warehousing	1.5 spaces per 1,000 square feet	Industrial = 1 per 1000 square feet
School, High or College	0.4 spaces per student	College = .25 spaces per student  High school = 1 per teacher and employee, 1 for every 4 students normally enrolled that are over the legal driving age, and 1 per 4 seats in auditoriums, gymnasiums or stadiums. Parking spaces provided for the school may be

		considered as parking for the public assembly areas
School, Elementary or Middle	0.2 spaces per student	1 per teacher and employee, 1 for every 4 students normally enrolled that are over the legal driving age, and 1 per 4 seats in auditoriums, gymnasiums or stadiums. Parking spaces provided for the school may be considered as parking for the public assembly areas
Daycare	0.3 spaces per child	Where the number of children plus employees is less than 13, 2 off street parking spaces shall be provided. Where the number of children is equal to or greater than 13, 1 off street parking space for each 5 children or a fraction thereof shall be provided
Hotel or Bed & Breakfast	1 space per room	1 space per room
Short Term Rental	1 space per 4 maximum occupants	
Motor Vehicle Sales & Service	3 spaces per 1,000 square feet	

Residential	2 spaces per dwelling	4+ bd = 2 spaces <=3 bd = 1 space
Residential, Accessory Dwelling Unit or Secondary Dwelling Unit	1 space per dwelling	1 space
Residential, Multi-family or Attached (2 or more bedrooms)	2.25 spaces per dwelling <sup>1</sup>	1200sqft+ = 2 spaces
Residential, Multi-family (1 or fewer bedrooms)	1.25 spaces per dwelling <sup>2</sup>	< 1200sqft = 1 space
Other retail stores, businesses selling or catering to the public, recreational places of assembly	5 spaces per 1,000 square feet	3 for each 1000 square feet  (All commercial maximums = 30% over minimums, doesn't apply to structure parking)

Nibley Marketplace concept

<b>Store</b>	<b>Area (sqft)</b>	<b>Use</b>	<b>Alt Use</b>	<b>Required parking</b>	<b>Proposed parking</b>
Grocery	45673	Grocery, 4/1k	---	183	185
Store B	601	Other retail, 5/1k	Food no DT, 10/1k	30/60	39
Gas/Conv C	4425	Gas/Conv, 10/1k		44	32
Store D	6315	Other retail, 5/1k	Food no DT, 10/1k	32/64	49
Fast Food E	2608	Food w/ DT, 8/1k		21	23
Coffee F	950	Food w/ DT, 8/1k		8	11
Store G	6040	Other retail, 5/1k	Food no DT, 10/1k	30/60	27
Store H	6040	Other retail, 5/1k	Food no DT, 10/1k	30/60	26
Store I	5440	Other retail, 5/1k	Food no DT, 10/1k	27/54	20
Car Wash	5800	Vehicle Service, 3/1k		17	24
Store M	15280	Other retail, 5/1k		76	70
Office M	4800	Office w/ visit, 4/1k	Office no visit, 3/1k	19/14	20

517 - 666 required

526 proposed

parking stall - 9ft x 18ft = 162sqft