



NIBLEY CITY PLANNING AND ZONING COMMISSION AGENDA
WEDNESDAY, JULY 16, 2025 – 6:30 PM

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 W 3200 S, Nibley UT 84321. The public may also view the meeting live via the YouTube link provided at www.nibleycity.gov. Public comment should be submitted to talonb@nibleycity.gov by 6:30 PM on the day of the meeting. Submitted public comment will be read into the public record.

1. **Call to Order and Roll Call**
2. **Approval of June 5, 2025, Meeting Minutes and the Current Agenda**
3. **Public Hearing:** Ordinance 25-26: Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A)
4. **Discussion and Consideration:** Recommendation for Ordinance 25-26: Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A)
5. **Public Hearing:** Ordinance 25-27: Development Agreement for The Fields at Nibley, a 70-Lot Open Space Subdivision on Approximately 19.23 Acres, at 1405 W 3200 S
6. **Discussion and Consideration:** Recommendation for Ordinance 25-27: Development Agreement for The Fields at Nibley, a 70-Lot Open Space Subdivision on Approximately 19.23 Acres, at 1405 W 3200 S
7. **Discussion and Consideration:** Approval of the Preliminary Plat for The Fields at Nibley, a 70-lot Open Space Subdivision on Approximately 19.23 Acres, at 1405 W 3200 S
8. **Public Hearing:** Ordinance 25-23: Amending NCC 19.24.160 Parking Requirements and NCC 19.24.250 Accessory Dwelling Unit Standards, Including Parking Requirements for Single-Family and Two-Family Dwellings
9. **Discussion and Consideration:** Recommendation for Ordinance 25-23: Amending NCC 19.24.160 Parking Requirements and NCC 19.24.250 Accessory Dwelling Unit Standards, Including Parking Requirements for Single-Family and Two-Family Dwellings
10. **Public Hearing:** Ordinance 25-24: Amending NCC 19.20.010 Classification of New and Unlisted Uses, Setting Forth a Process for Classification of Uses and Legislative Action for New or Unlisted Uses
11. **Discussion and Consideration:** Recommendation for Ordinance 25-24: Amending NCC 19.20.010 Classification of New and Unlisted Uses, Setting Forth a Process for Classification of Uses and Legislative Action for New or Unlisted Uses
12. **Public Hearing:** Ordinance 25-25: Amending NCC 19.010 Flag Lots, Including Allowing Flag Lots Along Arterial Roadways
13. **Discussion and Consideration:** Recommendation for Ordinance 25-25: Amending NCC 19.010 Flag Lots, Including Allowing Flag Lots Along Arterial Roadways
14. **Staff Report and Action Items**

Adjourn

*Planning Commission agenda items may be tabled or continued if either a) additional information is needed in order to take action on the item, OR b) 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 PM 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.*

Nibley City's next scheduled Planning and Zoning Commission meeting will be on Thursday, August 7, 2025, at 6:30 PM.

In compliance with the Americans With Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance, please call (435) 752-0431.

THIS PAGE IS INTENTIONALLY LEFT BLANK



**Nibley City Planning
Commission
Agenda Item Report
July 16, 2025**

**Agenda Items #3 & #4: 1405 W 3200 S Rezone – R-2
to R-2A**

Description

Public Hearing: Ordinance 25-26: Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A)

Discussion and Consideration: Recommendation for Ordinance 25-26: Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A)

Department

Planning

Action Type

Legislative

Recommendation

Recommend Approval of Ordinance 25-26: Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A) with the findings noted below

Reviewed By

City Planner, City Engineer, City Manager

Background

Josh Low, representative of Hidden Valley Estates LLC, property owner of Parcel 03-0017-0019, located at 1405 W 3200 S has applied to Rezone the property from Residential (R-2) to Residential (R-2A). On September 14, 2023, the City Council Rezoned the property from Agricultural (A) to Residential (R-2). At the time, applicant proposed to rezone the properties as R-2A. However, the Planning Commission determined that R-2 was a more suitable zone for the property, citing that there would be more of an incentive to develop the property as an Open Space Subdivision. The City Council concurred with this assessment and rezoned the property R-2.

Although this application is essentially a reconsideration of this former request, the applicant has provided an updated justification and is submitting this request in conjunction with a consideration of a Preliminary Plat application to subdivide the property as an Open Space Subdivision. It is important to note that approval of the Rezone does not constitute approval of the subdivision, but it would be considered separately.

Since the time that the former rezone request was denied, Nibley City adopted amendments to the Open Space Subdivision ordinance which allows for smaller lot sizes within a R-2A zone. The proposed subdivision conforms with this updated ordinance.

Although this Rezone was previously denied, Staff is recommending approval, as the proposal is consistent with the General Plan, including the Future Land Use Map.

Applicant Statement

- What is the need for the proposed zone change, code change or master plan change?

Our intent is to use the new code to donate acreage in exchange for the higher density within the R2a Zoning. In addition, we are putting the attached plat for approval as well, so that the City and Council will know exactly what we are going to provide.

- What will the public benefit be if the zone change, code change or master plan change is granted?

Open space that is of benefit to the surrounding area and a beautiful subdivision that will give less expensive building opportunities for Nibley neighbors.

- How does the proposal comply with the goals and policies of the Nibley City General Plan?

The proposal adds open space and is in line with the goals and policies within the general plan.

- Please explain how the anticipated use is appropriate for the surrounding area.

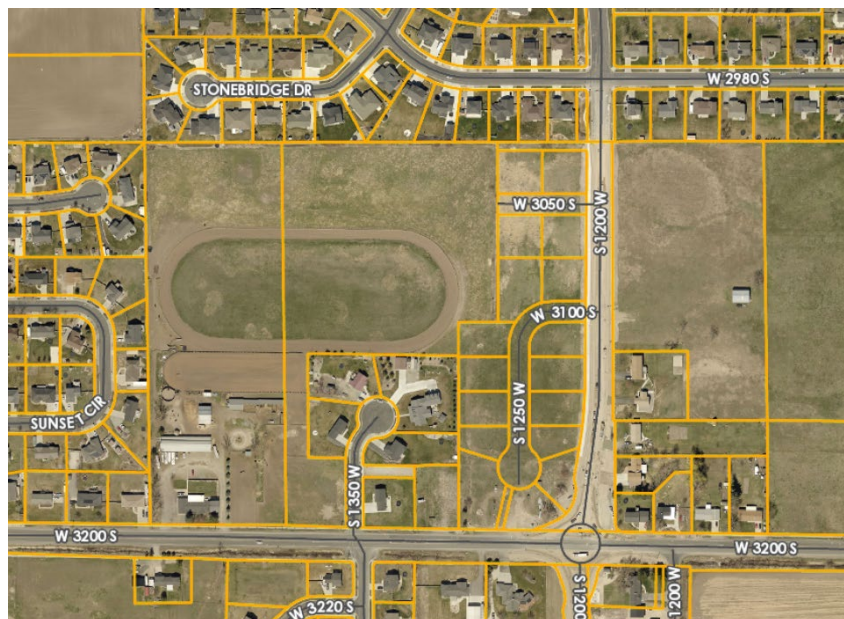
The area is surrounded by R2a zoning with the exception of one small subdivision to the south.

- What public infrastructure is in place to serve the type and intensity of the proposed use?
If needed, could the infrastructure be reasonably extended, at the cost of the property owner or developer?

Infrastructure is in place surrounding the proposed subdivision.

Site Context

The two properties together total 19.49 acres. The property has been historically used as an equine facility with outbuildings, stalls, racetrack, pasture and other training facilities and equipment. The property is bordered by Maple Valley Estates to the west (R2), Hideaway Estates to Southwest (R2), Stonebridge to the North and Heritage Crossing to the east (both R2A). Each of these bordering subdivisions are detached single-family developments. Malouf Industries is located to the North West. The properties could be serviced by two arterial roadways, 1200 West to the East and 3200 South to the South. These two corridors also provide access for the properties to both water and sewer facilities. The north end of the property has been master planned for a storm water drainage corridor and a trail.



General Plan Guidance

The Future Land Use Map designates this area as “medium-density residential”. Other provisions of the General Plan related to this request include:

- *Land Use Goal 1: Encourage development that respects and preserves the character of the City and provides a mix of commercial, residential housing and some light industrial uses. Carefully plan for growth within the City, ensuring that development occurs in suitable locations and can be efficiently served over the long term.*
- *Land Use Goal 2: Guide land use and growth decisions through application of the General Plan, the Future Land Use Map, and relevant goals, principles, and projects.*
- *Residential Development and Housing Goal 1: Ensure that new residential development is compatible with existing development and protects Nibley's rural character and natural resources.*
- *Residential Development and Housing Goal 2: Preserve existing housing and neighborhoods where appropriate.*

Based upon the context of the site and the guidance provided in the Future Land-Use Map and goals of the general plan, Staff has determined that this application is in support of the General Plan.

Applicant Statement:

What is the need for the proposed zone change?

A density and size of lots that is consistent with the surrounding area and the development (Heritage Crossing) that we are attaching to/continuing on from.

What will the public benefit be if the zone change is granted?

Affordable lots and continued look and feel of past subdivisions

How does the proposal comply with the goals and policies of the Nibley City General Plan?

This higher density was suggested within the general plan

Is there any annexation of property necessary?

No

Please explain how the anticipated use is appropriate for the surrounding area.

This higher density zone (from R2) is the same zoning as everything surrounding this ground with the exception of a small portion that touches on one corner.

What public infrastructure is in place to serve the type and intensity of the proposed use? If needed, could the infrastructure be reasonably extended, at the cost of the property owner or developer?

Public infrastructure is in place touching property boundary.

Recommended Findings

1. The application is in support of the Nibley City General Plan and Future Land Use Map.
2. The zoning is compatible and consistent with zoning and development in the surrounding area.

Application Review Status

Final-Review	Not Reviewed	11/05/2024
--------------	--------------	------------

Fees		Payments		
Plan Check	\$500.00	11/05/2024	Online	\$650.00
Public Notice Fee	\$150.00	Total Paid		\$670.80
Subtotal	\$650.00			
Processing Fee	\$20.80			
Total	\$670.80			
Amount Paid	\$670.80			
Total Due	\$0.00			

Application Form Data

(Empty fields are not included)

First Name

HIDDEN VALLEY ESTATES PROJECT

Last Name

LLC

Address Street

201 S MAIN ST STE 800

City

Salt Lake City

State

UT

Zip Code

84111-2221

Phone

(435) 764-5430

Email

joshlow@dwelldrg.com

Is the property owner representative different from the listed property owner

yes

First Name

Joshua

Last Name

Low

Address Street

850 N. 200 W.

City

Logan

State

UT

Zip Code

84321

Phone

435-764-5430

Email

joshlow@dwelirg.com

Request Type:

Rezone

Rezone Address Street

Approx. 410 W. 3200 S. Nibley, UT 84321

Tax I.D. Number(s)

03-017-0019

Area of Rezone Request (Acres)

19.23

Current Zoning (check all that apply)

R-2- Residential

Proposed Zoning (check all that apply)

R-2A- Residential

Site Plan and Map (please attach)

📎 22-307 Preliminary Plat - 24.08.30 (1).pdf

What is the need for the proposed zone change, code change or master plan change?

Our intent is to use the new code to donate acreage in exchange for the higher density within the R2a Zoning. In addition, we are putting the attached plat for approval as well. So that the City and Council will know exactly what we are going to provide.

What will the public benefit be if the zone change, code change or master plan change is granted?

Open space that is of benefit to the surrounding area and a beautiful subdivision that will give less expensive building opportunities for Nibley neighbors.

How does the proposal comply with the goals and policies of the Nibley City General Plan?

The proposal adds open space and is in line with the goals and policies within the general plan.

Is there any annexation of property necessary?

No

Please explain how the anticipated use is appropriate for the surrounding area.

The area is surrounded by R2a zoning with the exception of one small subdivision to the south.

What public infrastructure is in place to serve the type and intensity of the proposed use? If needed, could the infrastructure be reasonably extended, at the cost of the property owner or developer?

Infrastructure is in place surrounding the proposed subdivision.

Please attach a statement from the County treasurer showing the current tax status of the property.

📎 CORE - Parcel #03-017-0019 in 2025.pdf

Signature

I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete, and accurate to the best of my knowledge. I also certify that I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me concerning this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Nibley may rescind any approval, or take any other legal or appropriate action. I understand that any cost of engineering, legal, fire, or other review incurred by the City shall be my responsibility to pay. I also acknowledge that I have reviewed the applicable sections of the Nibley City Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses.

Posting. Not less than ten (10) days before the public hearing, Applicant is responsible for posting a sign in a prominent place on the property containing, in lettering that may be reasonably read by passersby, the time, date, and location of the public hearing. The posting shall not be required before the application being accepted. However, the City shall require that, not less than ten (10) days before the public hearing, the Applicant provides the City with evidence of compliance with this requirement.

With my signature, I give consent to receive service of process at the email listed on this application.

Joshua Low - 11/05/2024 2:38 pm

Agenda Items #5 & #6: Development Agreement for The Fields at Nibley

Description

Public Hearing: Ordinance 25-27: Development Agreement for The Fields at Nibley, a 70-Lot Open Space Subdivision on Approximately 19.23 Acres, at 1405 W 3200 S

Discussion and Consideration: Recommendation for Ordinance 25-27: Development Agreement for The Fields at Nibley, a 70-Lot Open Space Subdivision on Approximately 19.23 Acres, at 1405 W 3200 S

Department

City Planning

Action Type

Legislative

Recommendation

Recommend approval of Ordinance 25-27: Development Agreement for The Fields at Nibley, a 70-Lot Open Space Subdivision on Approximately 19.23 Acres, at 1405 W 3200 S, with the condition that the property be rezoned as R-2A prior to the execution of the agreement.

Reviewed By

City Planner, City Engineer, Public Works

Background

Josh Low, representative of Hidden Valley Estates LLC, property owner of Parcel 03-0017-0019, located at 1405 W 3200 S has applied for Preliminary Plat approval for the Fields at Nibley Subdivision. In accordance with NCC 21.06.040(A)(4), a Development Agreement is being proposed to set terms and conditions for the subdivision.

While the Planning Commission is the approval authority for the preliminary plat, City Council is approval authority for the development agreement. This is for two reasons: the proposed

agreement includes a provision which is in conflict with Nibley City Code and the agreement includes dedication of land to Nibley City. The proposed 70-lot Open Space Subdivision is located on a 19.23-acre parcel at 1150 W 3200 S. The following terms and conditions are included in the proposed development agreement.

- Sets forth specific allowances and restrictions of the open space subdivision as it applies to this property in accordance with Nibley City Code, as they relate to a R-2A-zoned property.
- The Developer shall dedicate 6.41 acres to the City as Open Space, in conjunction with the subdivision.
- The Developer shall construct a 3-rail fence around the perimeter of the City-dedicated open space and dividing the proposed stormwater basin.
- The Developer shall dedicate water shares to the City specifically for use on the Open Space in accordance with NCC 21.12.020(B)
- The Developer shall provide street trees and other public improvements in accordance with Nibley City Code.
- The Developer shall pipe the irrigation canal which is located directly east of the project site, between the project boundary and 1200 West, adjacent to the north of Heritage Crossing Subdivision. The Developer shall install a 8' wide paved trail which connects the 1200 West sidewalk to the project. The City shall reimburse the Developer for the cost of piping the canal and constructing the trail.
- Developer and City agree that, due to the unique topography of the Property and the surrounding parcels, a Runoff Management Plan ("RMP") to provide for the management of storm water and other runoff between the Developer and the owners of the neighboring parcels.

WHEN RECORDED, RETURN TO:

Johnson & Yellowhorse
P.O. Box 831
Pleasant Grove, UT 84062

Formatted: Space After: 0 pt

**NIBLEY CITY
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), entered into this ____ day of _____, 2025 (“**Effective Date**”), between HIDDEN VALLEY ESTATES PROJECT, LLC, a Utah limited liability company (“**Developer**”), and NIBLEY CITY, a political subdivision of the State of Utah (“**City**”), and

WHEREAS, Developer desires to develop certain property consisting of approximately 15.92 acres located in the City, as more particularly described on Exhibit A attached hereto (“**Property**”); and

WHEREAS, the parties desire to enter into this Agreement to provide for the development of the Property (“**Project**”) consistent with the City’s General Plan and generally in accordance with the development plans attached as Exhibit B hereto (“**Development Plans**”); and

WHEREAS, the parties desire that the Project be constructed in accordance with the Development Plans and this Agreement; and

WHEREAS, City finds that entering into this Agreement with Developer (i) is in the vital and best interest of the City and the health, safety, and welfare of its residents; (ii) meets the spirit and intent of the Nibley City Code (“**Code**”); (iii) will allow integrated planning and design of the Project; (iv) meets applicable use limitations and other requirements of the Code, as may be further provided for in this Agreement; and (v) promotes the efficient and orderly growth of the City; and

WHEREAS, City finds that the Development Plans are (a) consistent with the goals, objectives, and policies of the General Plan, with particular emphasis on community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian design, and environmental protection, (b) does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan and as otherwise agreed to in this Agreement, (c) contains sufficient standards to guide the creation of innovative design that responds to unique conditions, (d) is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties, and (e) includes adequate provisions for utilities, services.

NOW THEREFORE, each of the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree and as follows:

1. Subdivision Ordinance. Developer hereby acknowledges receipt of a copy of the Code, including the Nibley City Subdivision Ordinance (“**Subdivision Ordinance**”). Developer hereby acknowledges that Developer (or an agent of Developer) has read the Subdivision Ordinance and that Developer understands the provisions of the Subdivision Ordinance and that, except as otherwise provided in this Agreement, Developer will fully and completely comply with the provisions and requirements therein contained. Subject to this Agreement, Developer shall comply with all the laws of the City, State of Utah and the United States that are in effect as of the Effective Date, including the laws, ordinances, policies, standards, guidelines, directives, procedures, and processing fee schedules of the City as of the Effective Date (“**Applicable Law(s)**”) for each aspect of this Project, including payment of fees and compliance with design and construction standards. To the extent that the terms, conditions, and requirements of this Agreement and the Development Plans expressly modify or are in direct conflict with the Code or another City-adopted ordinance, standard, or land use regulation applicable to the Project, this Agreement shall control and take precedence.

2. Vested Rights Granted. To the fullest extent permissible under Applicable Law, this Agreement grants and vests in Developer all rights, consistent with the Code, to develop the Project according to the Development Plans and under Applicable Law, which rights shall continue for the duration of this Agreement (collectively, the “**Vested Rights**”). It is expressly understood by the City that Developer may assign all or portions of its rights under this Agreement and provided such assignment conforms with the requirements of, and assignees agree to be bound by the terms of, this Agreement.

3. Zoning and Density. In compliance with the requirements of applicable provisions of the Code, Applicable Law, and following a public hearing with the City Planning Commission on _____, and a public hearing with the City Council on _____, the City, pursuant to its legislative authority, approved the R-2A zoning of the Project, the City agrees development of the Project may proceed following annexation as provided in this Agreement and acknowledges the Development Plans are consistent with the City's Code and General Plan. ~~Density~~–The maximum density of residential units shall not exceed ~~4.41~~ units per acre with a total of ~~seventy (70)~~ units within the Project and shall be located approximately in the same location as shown in the Development Plans. Unless otherwise provided for in this Agreement, Developer acknowledges that development of the Project is subject to all normally-applicable City processes in the Code.

Commented [jY1]: Calculated using 70/15.92 acres

4. Open Space Land. As used, herein the term “**Open Space Land**” shall include those areas designated as Open Space Land on the Development Plans. Location of the Open Space Land shall be approximately in the same location as shown in the Development Plans. The Open Space Land is intended to help preserve the rural feel of the City and provide scenic views to its residents. As part of providing the Open Space Land:

a. The Project shall be developed in accordance with the following “**Lot Standards Chart**”:

Average Residential Lot Size	Minimum Residential Lot Size	Frontage
$\geq 5,800 \text{ ft}^2$	$\geq 5,000 \text{ ft}^2$	$\geq 50 \text{ ft}$

b. The Project shall be developed in accordance with the following “**Minimum Setback Chart**”:

Front Yard	Side Yard, Interior	Side Yard, Street	Rear Yard
20 ft	5 ft	20 ft	15 ft

c. Permitted uses of the Open Space Land include:

- i. Street rights-of-way may traverse Open Space Land if permitted under City ordinances; provided, areas encumbered by such facilities and/or rights-of-way shall not be counted as Open Space Land when computing the Open Space Ratio in the Lot Standards Chart.
- ii. Utility rights-of-way or easements, including above ground and underground utilities may traverse Open Space Land if permitted by City ordinance; areas encumbered by such facilities and/or rights-of-way may be counted as Open Space Land when computing the Open Space Ratio in the Lot Standards Chart so long as the rights-of-way and easements otherwise meet the requirements of this ordinance for Open Space Land.
- iii. Agricultural and horticultural uses, including raising crops wholesale nurseries and associated buildings that are specifically needed to support active, viable horticultural operations. Wholesale nurseries must obtain an operating permit and business license from the City and must comply with all fencing and maintenance requirements of this ordinance.
- iv. Conservation of open land in its natural state, e.g., meadows, tree stands, wetlands, forestland.

- v. Waterways along with dedicated public access rights-of-way or easements along one or both sides.
- vi. Underground utility easements for drainage, access, sewer or water lines, electric lines or other public purposes.
- vii. Active noncommercial recreation areas, such as trails, playing fields, playgrounds, courts, and multipurpose trails. These parcels shall be maintained by the City or an owners' association and shall be open to the public if maintained by the City, or residents within the Open Space Subdivision if maintained by a functional owners association.
- viii. Agricultural uses excluding livestock operations involving swine, poultry, and mink. Open Space Land of less than one-half (0.5) acre may be used as landscaped buffers for roadways, landscaped entrances to subdivisions, neighborhood "pocket parks" or similar amenities that meet standards and uses listed herein.
- ix. Fencing that is rural in character. All fencing must be transparent, such as rail fences, post fences, or wire fences and architecturally appropriate to the use as determined by the City Planner. Chain link fences are not permitted on Open Space Land. All applicants must receive a fence permit from the City before construction of any proposed fence.
- x. Golf courses, not including commercial miniature golf. A development plan must be turned in as part of the approval process that outlines ownership, development, and building plans.
- xi. Neighborhood Open Space Land uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses. Neighborhood Open Space Land must be owned and maintained by an owners' association or the City.
- xii. Pasture for sheep, goats, cows, horses or other animals approved by the Code. Pasture and animal density must conform with the Code and be enclosed with appropriate fencing.
- xiii. Silviculture, in keeping with established standards for selective harvesting and sustained yield forestry.
- ~~xiv.~~ Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the Open Space Land-

Page 4 of 18

Formatted: Indent: Left: 1.5", Hanging: 0.5", No bullets or numbering

~~xx~~xiv. Large animals shall be permitted in open space as if the open space were zoned as Agricultural Lots Greater than or Equal to 5.0 Acre with the limitations in the table under Nibley City Code 19.34.040 as last amended on December 14, 2023

d. Except where otherwise permitted in this Section, the following uses of the Open Space Land are prohibited:

- i. Motor vehicles are prohibited except as necessary to maintain and operate the property and/or utility facilities within the property. Recreational motorized off-road vehicle usage including but not limited to motorcycles, dirt bikes, go-carts, OHVs, dune buggies, side-by-sides and their derivatives, and snowmobiles are prohibited.
- ii. Firearm ranges, and other uses similar in character and potential impact are prohibited.
- iii. Advertising of any kind and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized ~~uses~~the use of the same.
- iv. Any cutting of trees or vegetation, except as reasonably necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses or other uses allowed within this Section.
- v. Any development, construction or location of any manmade modification or improvements such as buildings, structures, roads, parking lots, or other improvements, except as may be necessary to support a permitted use.
- vi. Any dumping or storing of ashes, trash, garbage, vehicles, trailers, recreational vehicles or other equipment except for equipment needed to maintain the land.
- vii. Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the property.
- viii. Any residential, commercial or industrial activity except as specifically permitted in this ordinance.

- ix. Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes.
- x. Changing the topography of the property by placing on it any soil, dredging spoils, landfill, or other materials, except as necessary to conduct specifically permitted purposes.
- xi. Hunting or trapping for any purpose other than predatory or problem animal control.
- xii. The change, disturbance, alteration, or impairment of significant natural ecological features and values of the property or destruction of other significant conservation interests on the property.
- xiii. The division, subdivision or de facto subdivision of the property.
- xiv. The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles.

e. The Developer shall dedicate 6.41 acres to the City as Open Space and a trail right-of-way in consideration for this Agreement, free and clear as shown in the attached Preliminary Plat, in conjunction with the Final Plat.

f. The Developer shall construct a 3-rail fence that is between five (5) feet and six (6) feet tall around the perimeter of the City-dedicated open space and dividing the proposed stormwater basin, as shown on the approved Preliminary Plat. The fence shall be constructed prior to the approval of the first building permit in the Subdivision.

~~xiv.~~ The Developer shall dedicate water shares to the City specifically for use on the Open Space in accordance with NCC 21.12.020(B) as it is written on the Effective Date.

5. Public Improvements.

a. Developer shall construct each sewer manhole collar and each water valve collar in appropriate locations according to the approved construction drawings.

b. Developer must either pay the City a “street tree fee” for the purchasing and installing of trees within the Project or purchase and install the street trees as improvements to the Project. The number of trees total [] and the type of tree is referenced in the Landscape plan approved by 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 C. If the Developer elects to purchase and plant the street trees, Developer will have up to two (2) years after the completion of the Project 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 two (2) years; or install the remaining trees after providing

Page 6 of 18

Formatted: 00 Body Text 1

Commented [JY2]: You cited 030 but I think it is 020. This provision only covers culinary water. Do we want them to dedicate other water shares for the open space?

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 the Code, this Agreement, and the terms of any specific agreement, instrument, or document governing the financial assurances.

b-c. The Developer shall pipe the irrigation canal which is located directly east of the project site, between the project boundary and 1200 West, adjacent to the north of Heritage Crossing Subdivision. The Developer shall install a 8' wide paved trail which connects the 1200 West sidewalk to the project. The City shall reimburse the Developer for the cost of piping the canal and constructing the trail.

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

d-e. Developer shall be responsible for the maintenance, repair, and upkeep of all public improvements until such improvements are completed and are inspected by the City. The City shall not be liable for any damage or deterioration of such improvements prior to completion and inspection.

e-f. 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 Project).

6. Runoff Management. Developer and City agree that, due to the unique topography of the Property and the surrounding parcels, a Runoff Management Plan (“RMP”) to provide for the management of storm water and other runoff between the Developer and the owners of the neighboring parcels. The City agrees that it shall provide all necessary and appropriate easements and other rights and interests necessary for the RMP. Developer intends to enter into the RMP in connection with the development of the Project, subject to agreement among the owners of the neighboring parcels and Developer. By way of illustration and not limitation, the RMP shall specific shared obligations regarding the following:

a. [INSERT PLAN SPECIFICS]

Formatted: Highlight

7. In an effort to mitigate the flood risk that the Development might create for certain homes, the Developer shall cover areas identified as a flood concern with fill provided by Nibley City. Nibley City shall be responsible for providing 6500 cubic yards of non-structural fill material. Fill shall be placed by the Developer in the areas shown on Exhibit A. The Developer agrees to repair or replace any of the homeowner’s existing landscaping, fencing, sprinkling system, or other outbuildings that are impacted from the fill.

Commented [jY3]: Will this be enough fill? Or will the developer need to provide part as well.

Formatted: No underline

~~7.8.~~ Homeowners Association. The Developer shall establish a Project homeowner association (HOA) which shall be responsible for the upkeep and maintenance of all common areas within the project.

~~8.9.~~ Development Fees. Developer shall pay all development fees in accordance with the Code prior to final approval to begin construction activity and/or recordation of final plat.

~~9.10.~~ Notice to Proceed. Developer shall not engage in any construction or disturbance of soil in the Project 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.

~~10.11.~~ Issuance of Permits. Provided Developer is in compliance with this Agreement, City shall issue building permits and/or occupancy permits for the Project for up to a total of [seventy (70)] units.

~~11.12.~~ Vested Rights and Reserved Legislative Powers.

a. Vested Rights. Developer may develop the Project in accordance with the Vested Rights. The parties intend that the Vested 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. Except where otherwise provided herein, Developer shall construct improvements in accordance all Code, City ordinances, and standards as of the Effective Date.

c. Applicable Development Regulations. Neither the City nor any department or agency of the City shall impose upon the Project (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 Project specifically or as part of a general law:

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

Page 8 of 18

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 Project.

~~12.13.~~ Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Developer to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned, but the City is authorized to enter into a contract with a third party or create a local district to perform obligations of the City to operate and maintain any infrastructure improvement so long as such party or entity adequately and reasonably maintains and operates such facility or improvement.

~~13.14.~~ Successors and Assigns. This Agreement shall be binding upon Developer and its successors and assigns, and where the term "Developer" is used in this Agreement, it shall mean and include the successors and assigns of Developer.

~~14.15.~~ 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 within 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. In case such action is not taken or diligently pursued, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure such default or breach, including, but not limited to, proceedings to compel specific performance by party in default or breach of its obligations, but not including termination unless by mutual agreement of both Parties. 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.

a. In the event of a default by Developer's assignee, Developer may elect, in its discretion, to cure the default of such assignee, provided, Developer's cure period shall be extended by ninety (90) days.

b. Either party may extend, in writing, the time for the other party's performance of any term, covenant, or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the parties; provided, however, that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant, or condition of this Agreement nor any other default or breach of this Agreement..

~~15.16.~~ 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.

~~16.17.~~ 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.

~~17.18.~~ 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: Hidden Valley Estates Project, LLC
201 S. Main Street, Suite 800
Salt Lake City, UT 84111
Attn: Steven P. Mehr

with a copy to: Ballard Spahr LLP
201 S. Main Street, Suite 800
Salt Lake City, UT 84111
Attn: Steven P. Mehr

To the City: Nibley City
Attn: City Manager
455 W 3200 S
Nibley, Utah 84321
Email:

~~18.19.~~ 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.

~~19-20.~~ Estoppel Certificate. If no Event of Default 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.

~~20-21.~~ Relationship of the Parties. It is specifically understood and agreed to by the parties hereto that (i) this Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the City and the Developer; (ii) the Project is a private development; and (iii) the City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership among the City and Developer.

~~24-22.~~ 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.

~~22-23.~~ 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.

~~23-24.~~ 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.

~~24-25.~~ Entire Agreement. This Agreement, and all Exhibits hereto, 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. Each Exhibit attached hereto and referred to in this Agreement is hereby incorporated by this reference as if fully set forth herein.

~~25-26.~~ No Third Parties. This Agreement, and all Exhibits hereto, 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.

~~26-27.~~ Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Property in the Office of the Recorder for Cache County. This Agreement touches and concerns the Property and shall run with the land and b-e-binding upon all owners of the Property.

~~27-28.~~ 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.

~~28-29.~~ 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.

29-30. 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.

30-31. Confidentiality.

a. Confidential Information. For the purposes of this Agreement, the term "**Confidential Information**" shall include, but not be limited to, any trade and business information, performance information, sales information, financial information, cost estimates, forecasts, contractual and special marketing information, site conditions, testing results, development plans, ideas, technical data and concepts originated by Developer and which Developer properly classifies as "business confidential" in accordance with Utah Code Ann. § 63G-2-309, in order to protect against unrestricted disclosure or competitive use, is identified or labeled as confidential, and which is furnished pursuant to this Agreement.

b. Non-Disclosure. City hereby agrees not to use the Confidential Information for its own use or for any other purpose not expressly permitted by this Agreement. City shall not disclose such Confidential Information to any other third party and shall protect the confidentiality of and take all reasonable steps to prevent disclosure or use of the Confidential Information and to prevent it from falling into the public domain or the possession of unauthorized persons.

c. GRAMA. City agrees to classify and treat as a "Protected Record" under the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et. seq. (the "**GRAMA**"), all Confidential Information under this Agreement, and to otherwise treat qualifying documents as Confidential Information in accordance with GRAMA. Upon delivery of Confidential Information to City, Developer shall provide the specific basis qualifying documents for protection under GRAMA. If City disagrees with Developer's classification of a record, City shall first advise Developer before treating any such record as anything other than Confidential Information under this Agreement or a Protected Record under GRAMA.

[Signature Pages Follow]

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

NIBLEY CITY

**HIDDEN VALLEY ESTATES PROJECT,
LLC**

By: Justin Maughan
Its: City Manager

By:
Its:

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 this ____ day of _____, 20____, personally appeared before me _____,
_____, the signer of the within instrument, who duly acknowledged to me that he executed the
same as _____ for _____.

NOTARY PUBLIC

EXHIBIT A

Legal Description

EXHIBIT B

Development Plans

[attached]

EXHIBIT C

Street Tree Cost

Agenda Item #7: Preliminary Plat for The Fields at Nibley

Description

Discussion and Consideration: Approval of the Preliminary Plat for The Fields at Nibley, a 70-lot Open Space Subdivision on Approximately 19.23 Acres, at 1405 W 3200 S

Department

City Planning

Action Type

Administrative

Recommendation

Approval of the Preliminary Plat for The Fields at Nibley, a 70-lot Open Space Subdivision on Approximately 19.23 Acres, at 1405 W 3200 S, adopting the recommended findings and conditions below.

Reviewed By

City Planner, City Engineer, Public Works

Background

Josh Low, representative of Hidden Valley Estates LLC, property owner of Parcel 03-0017-0019, located at 1405 W 3200 S has applied for Preliminary Plat approval for the Fields at Nibley Subdivision. The proposed Open Space Subdivision is located on a 19.23-acre parcel at 1150 W 3200 S. In conjunction with this application, the property owner has submitted an application for Rezone from R-2 to R-2A for the property. This rezone is necessary for approval of the subdivision.

Zoning and space requirements

As such, the proposed subdivision has been evaluated based upon standards of an open space subdivision in a R-2a zone. Below is a summary of the development and zoning requirements:

	NCC Requirements	The Fields at Nibley
Total Gross Acres	N/A	19.23
Proposed Public Row Area	N/A	3.31
Total Developable Land	N/A	15.92
Open Space (40%)	6.37	6.40
Total Lots	1.4*50=70	70
Average Lot Size	5,800	5,919
Minimum Lot Size	5,000	5,000
Minimum street frontage	50 ft.	50 ft.

As noted above, the proposed preliminary plat is located within a proposed R-2a zone. NCC 21.10.020(E) includes dimensional standards within an Open Space Subdivision. As noted in the chart above, the applicant has met all of the required standards within this section.

Sensitive Areas

In accordance with NCC 21.10.020(D)(3), the applicant has provided a sensitive area designation plan map. Other than a canal on the north edge of the property and a private lateral, the entire area is described as pasture and farmland.

Open Space Plan & Evaluation

In accordance with Nibley City Code § 21.10.020(L)(2) and § 21.06.040, the applicant has provided a preliminary maintenance plan for proposed open space in the subdivision, which is proposed to be dedicated to and maintained by Nibley City.

The proposed open space consists of three components: a trail corridor on the northern border of the subdivision, a stormwater basin in the northwest corner and an approximately 5-acre pasture with preserved agricultural structures that are currently on the site. The pasture area is proposed to be completely fenced-in by a 3-rail agricultural fence at the expense of the developer. In a previous joint meeting with City Council, it was discussed that this property could be used by the Morgan Farm 501(C)(3) to further their mission of providing opportunities to local school children to raise and care for farm animals. At the time of this discussion, the concept was well-received by both Planning Commission and City Council members.

The applicant has provided an explanation that the open space of The Fields complies with standards set forth in NCC 21.10.020(I). Specifically, the following

1. *Significant Areas and Natural Landscape - The 5.81 acres of Open Space currently has standing trees and meadows exceeding the minimum .5 acres. It will preserve the pasture area that it is currently used for and maintain it's rural feel.*
3. *Agricultural Land - Much of the 5.81 acres is currently used for agricultural purposes and will continue to be used for similar purposes.*
5. *Pedestrian Access - Space for Nibley's continuous walking path will be located on the north end of the Open Space.*

In addition to these standards, Staff has determined that the applicant meets the 2nd standard of this section, ‘Contiguous Land,’ as all the provided open space is contiguous and integrated. As such, Staff has determined that minimum Open Space Design Standards are met.

Despite, the fact that the minimum open space design standards are met, accepting open space is a discretionary decision of the City Council. The adopted Nibley City Parks, Recreation and Open Space Master Plan provides guidance for acquiring open space, whether from donation or purchase. Specifically, the Master Plan provides the following strategy:

ACQUIRE AND MAINTAIN NEW OPEN SPACE IN STRATEGIC LOCATIONS

- *Estimate suitability for passive and active recreation uses including performing a topographic analysis.*
- *Prioritize land with better connectivity given current and planned transportation infrastructure.*
- *Prioritize land that helps the whole city as opposed to a single neighborhood based on access, potential amenities, or other factors.*
- *Focus property acquisitions on locations adjacent to existing and planned parks and open space locations. – see Combined Priorities above*
- *Review existing land for suitability of continued open space preservation.*
- *Review and reporting on the following is required prior to initiating future land acquisition.*
- *Parks & Recreation Master Plan including addendums*
 - *Review of the Open Space Priority mapping*
 - *Projected maintenance cost of potential improvements as coordinated with the Parks Department*
 - *A comparable development cost and estimate summarizing upfront capital improvement*

Using this guidance, Staff, including the City Planner, City Engineer and Parks Supervisor, evaluated the acquisition of the proposed open space. The following considerations were noted as part of this evaluation:

- The area is subject to flooding
- Although the proposed open space will likely benefit the broader community, it is only accessed through this neighborhood
- The area is shown as ‘Disinclination’ for acquisition on the combined priorities map. This is primarily because it is a property that is in close proximity to other existing and planned parks, but not contiguous with them (Meadow View Park, planned Nibley Meadows Park).
- A working farm is a suitable use for the space and would further the mission of Morgan Farm.
- The preservation of open space is in line with the focus of the current General Plan. The use of the space would support the focus on rural preservation.
- The City should consider the broad community benefit of the proposed use

- The structural condition of the proposed buildings should be evaluated. An evaluation of these structures is currently under review.
- Projected operations and maintenance cost as working farm- approximately \$10,000 annually (based upon existing Nibley budget).
- Projected operations and maintenance cost of stormwater basin and trail - \$3,000

The City should take into consideration all of the potential costs and benefits to the community for the space. In general, Staff is supportive of this acquisition, as the benefits and opportunities of providing the space, including the preservation of the agricultural buildings appear to outweigh the costs and are in support of the City's plans and mission.

Phasing

The applicant proposes to complete the subdivision in one phase.

Utility Lines, Easements, and Storm Water

The applicant has shown a preliminary plan for connecting utilities to Nibley City's utility system, including locations of sewer, water lines. Public utility easements are shown where necessary, as required by the City Engineer. Nibley City engineer and public works have reviewed the plans to ensure feasibility and compliance with City standards.

City Staff has worked closely with the applicant to evaluate stormwater storage imposed by this development and furthermore is coordinating with the developer to address stormwater issues in the area, as this area is prone to flooding during to the west of the project on City property. In addition to this, the applicant and City Staff have included in the proposed development agreement provisions that require the developer to place fill material (some of which the City will provide) on nearby properties (with the cooperation of property owners) to mitigate potential flooding issues.

At this stage in the process, the City Engineer and Public Works is comfortable with the proposed design subject to further review at the Final Plat stage of the project.

Canals

There is a College Irrigation ditch which runs east/west on the north portion of the proposed subdivision. The applicant is proposing to pipe this canal and dedicate a 20' wide easement for maintenance of the canal. The planned trail runs within this canal alignment, as denoted in the City's Active Transportation Plan

The applicant has provided a letter from College Irrigation with an opportunity to submit comments to Nibley City, as required by NCC 21.06.040(A)(5). The City has not received any response from Nibley-BSF. The applicant has indicated that they will continue to coordinate with the canal company through the Final stages of approval for the subdivision.

Transportation

The currently adopted Transportation Master Plan shows 3200 S as an arterial street along the southern edge of the proposed subdivision. The applicant is proposing to improve the roadway, where necessary to conform to the transportation master plan (TS-1). Local streets within the subdivision are proposed to conform to Nibley City design standards with a TS-13 cross section, including park strip, curb and gutter. The applicant is proposing to provide curb cuts at the entrance of the subdivision from both 3200 S, as required by NCC 21.12.060(E)(1).

NCC 21.12.060(F)(1) provides that “Trails, bike paths, and horse trails shall be provided by the Developer in accordance with the City Trails Master Plan and where otherwise necessary as determined by the Approval Authority.” The currently adopted Active Transportation Plan, which also acts as the Trails Master Plan includes a paved path on the northern edge of this property. The applicant has proposed to provide a 8’ wide trail along this alignment, in accordance with this plan.

NCC 21.12.060(F)(3) provides that “blocks longer than 660 feet shall provide a pedestrian ROW at minimum 660-foot intervals as outlined below linking the block to the nearest adjacent public or private street, cul-de-sac, park, school, or City trail unless expressly prohibited by conflict with previously developed subdivisions or land uses.” There is a block within the subdivision that exceeds this minimum block length, but the applicant is proposing to include a trail connection in accordance with this section, so this standard is met.

Street Trees

NCC 21.12.170 provides that street trees be planted every 50’. The applicant has provided a street tree plan in conformance with this standard.

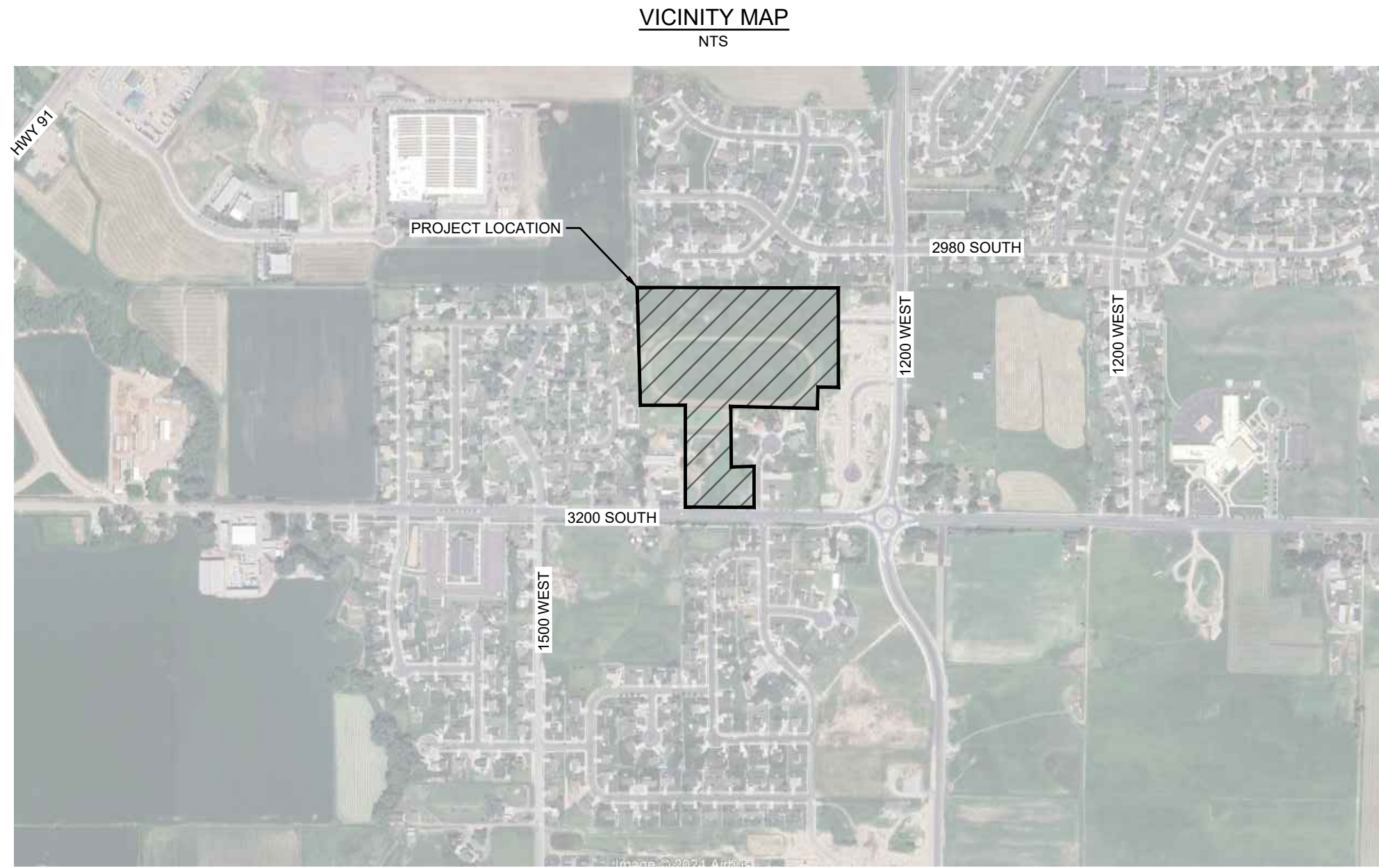
Recommended Findings

1. The application complies with the minimum standards of NCC 21.10.020 Open Space Subdivision provided that the proposed rezone is approved by the City Council.
2. The application complies with the infrastructure standards of NCC 21.12.
3. The proposed Open Space is of benefit to Nibley City and is in support of the General Plan.

Recommended Conditions of Approval

1. The property must be rezoned to R-2A, as approved by Nibley City Council.
2. The proposed development agreement, which includes the dedication of open space and other terms and conditions, must be approved by Nibley City Council.
3. Provide a note on plat that property owners adjacent to 3200 South will install and maintain landscaping and clear sidewalks.
4. A water model will be run to update the water model and to ensure adequate flows are maintained. Cost will be billed with Development fees.
5. A sewer model will be run to update the sewer model and to ensure adequate flows. Cost will be billed with Development fees.

6. Indoor and outdoor water use calculations and certificate for equivalent shares, financial surety, and payment of development fees are required at time of Final Plat.



LEGAL DESCRIPTION

A PORTION OF THE SE1/4 OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, LOCATED IN NIBLEY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEAST CORNER OF MAPLE VALLEY ESTATES SUBDIVISION, PHASE 4, AND THE SOUTHWEST CORNER OF STONEBRIDGE SUBDIVISION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER, LOCATED 889°5'11"E ALONG THE SECTION LINE 1,326.76 FEET FROM THE WEST 1/4 CORNER OF SECTION 20, T11N, R1E, S18M; THENCE 889°5'11"E (PLAT: S89°5'45"W) ALONG SAID PLAT 1,028.75 FEET TO A BOUNDARY LINE ADJUSTMENT DESCRIBED IN BOOK 2021 PAGE 3471 OF THE OFFICIAL RECORDS OF CACHE COUNTY AND EXTENSION OF THE WEST LINE OF HERITAGE CROSSING SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 3 (THREE) COURSES AND DISTANCES: S0°32'24"W ALONG SAID BOUNDARY LINE ADJUSTMENT 519.64 FEET; THENCE N89°51'08"W 115.19 FEET; THENCE S0°10'30"W 97.31 FEET TO A REBAR AND THE NORTHEAST CORNER OF HIDEAWAY ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES: N88°51'30"W (PLAT: S88°51'33"E) 437.68 FEET; THENCE S0°01'27"E (PLAT: N0°01'32"W) 300.02 FEET; THENCE S88°42'04"E (PLAT: N88°42'07"W) 108.91 FEET; THENCE S0°15'21"E (PLAT: N0°15'24"W) 199.73 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3200 SOUTH STREET AND THE SOUTHWEST CORNER OF HIDEAWAY ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE N88°54'38"W ALONG SAID NORTH RIGHT-OF-WAY LINE 346.44 FEET; THENCE N1°05'22"E 129.25 FEET; THENCE N88°54'38"W 228.36 FEET TO A POINT ON THE EAST LINE OF MAPLE VALLEY ESTATES SUBDIVISION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE N0°38'12"W (PLAT: S0°5'11"E) ALONG SAID PLAT 972.66 FEET TO THE POINT OF BEGINNING.

CONTAINS: 19.23+/- ACRES

GENERAL NOTES:

- SUBJECT PARCEL: 03-017-0019
- SUBDIVISION AREA: 19.23 AC
- CURRENT ZONE: R-2
- PROPOSED ZONE: R-2A
- SENSITIVE LANDS:
 - NO FLOOD PLAINS LOCATED ON OR WITHIN 100' OF TRACT
 - NO FAULT LINES LOCATED ON OR WITHIN 100' OF TRACT
 - NO WETLANDS LOCATED ON OR WITHIN 100' OF TRACT
- ALL PUBLIC ROWS ARE TO BE DEDICATED TO AND MAINTAINED BY NIBLEY CITY
- DRIVEWAY ACCESS FROM 3200 SOUTH IS NOT PERMITTED (APPLICABLE TO LOTS 67 & 68)
- BASEMENTS WILL BE PROHIBITED ON ALL LOTS DUE TO HIGH GROUNDWATER. ALL FINISHED FLOOR ELEVATIONS SHALL BE SET 1" HIGHER THAN CURB ELEVATION.

OPEN SPACE SUBDIVISION CALCULATIONS:

- PROPOSED PUBLIC ROW AREA: 3.31 AC
- TOTAL DEVELOPABLE LAND: 15.92 AC
- REQUIRED OPEN SPACE (40%): 6.37 AC
- PROVIDED OPEN SPACE (PARCEL A & B): 6.40 AC
- LOTS ALLOWED: 14' x 50' = 70 LOTS
- REQUIRED AVERAGE LOT SIZE: 5,800 SF
- AVERAGE LOT SIZE: 5,919 SF
- MIN LOT FRONTAGE: 50 FT

PROJECT CONTACTS:

- DEVELOPER:

HIDDEN VALLEY ESTATES PROJECT LLC
201 SOUTH MAIN STREET STE. 800
SALT LAKE CITY, UT 84111
- AGENT:

JOSH LOW
E. JOSH@DWELLRG.COM
P. 435-764-5430
- CIVIL ENGINEER:

MICHAEL TAYLOR
498 WEST 100 SOUTH
PROVIDENCE, UT 84332
E. M.TAYLOR@CSG.WORK
P. 435-890-4498
- SURVEYOR:

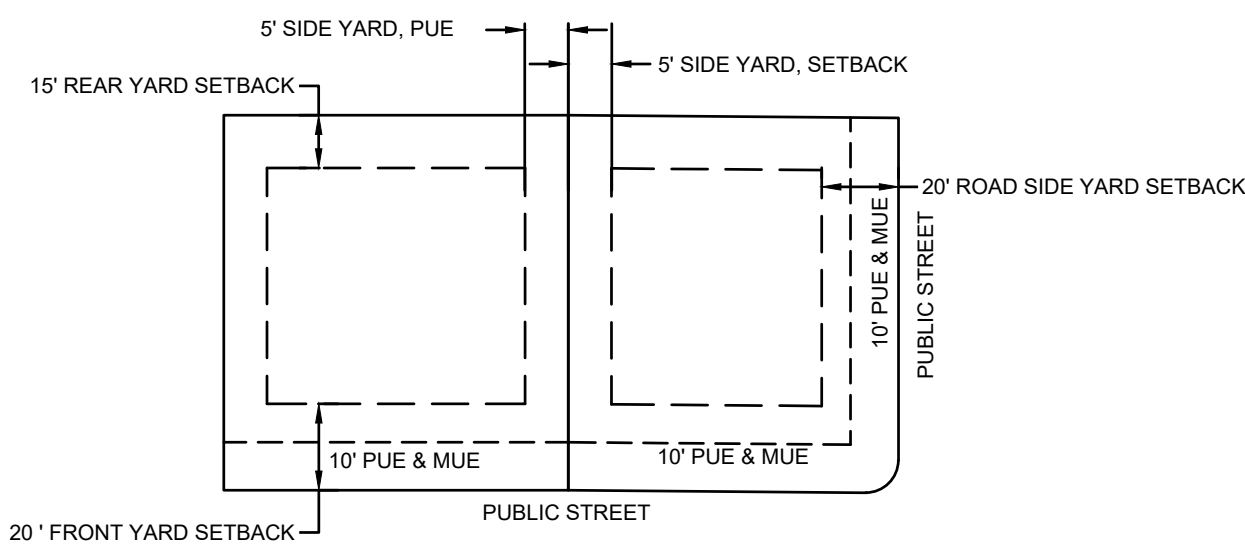
CURTIS BOWN
498 WEST 100 SOUTH
PROVIDENCE, UT 84332
E. CBOWN@CIVILSOLUTIONSGROUP.NET
P. 435-720-3761
- PROPERTY OWNER:

HIDDEN VALLEY ESTATES LLC
201 S MAIN ST. STE 800
SALT LAKE CITY, UT, 84111
- IRRIGATION COMPANY:

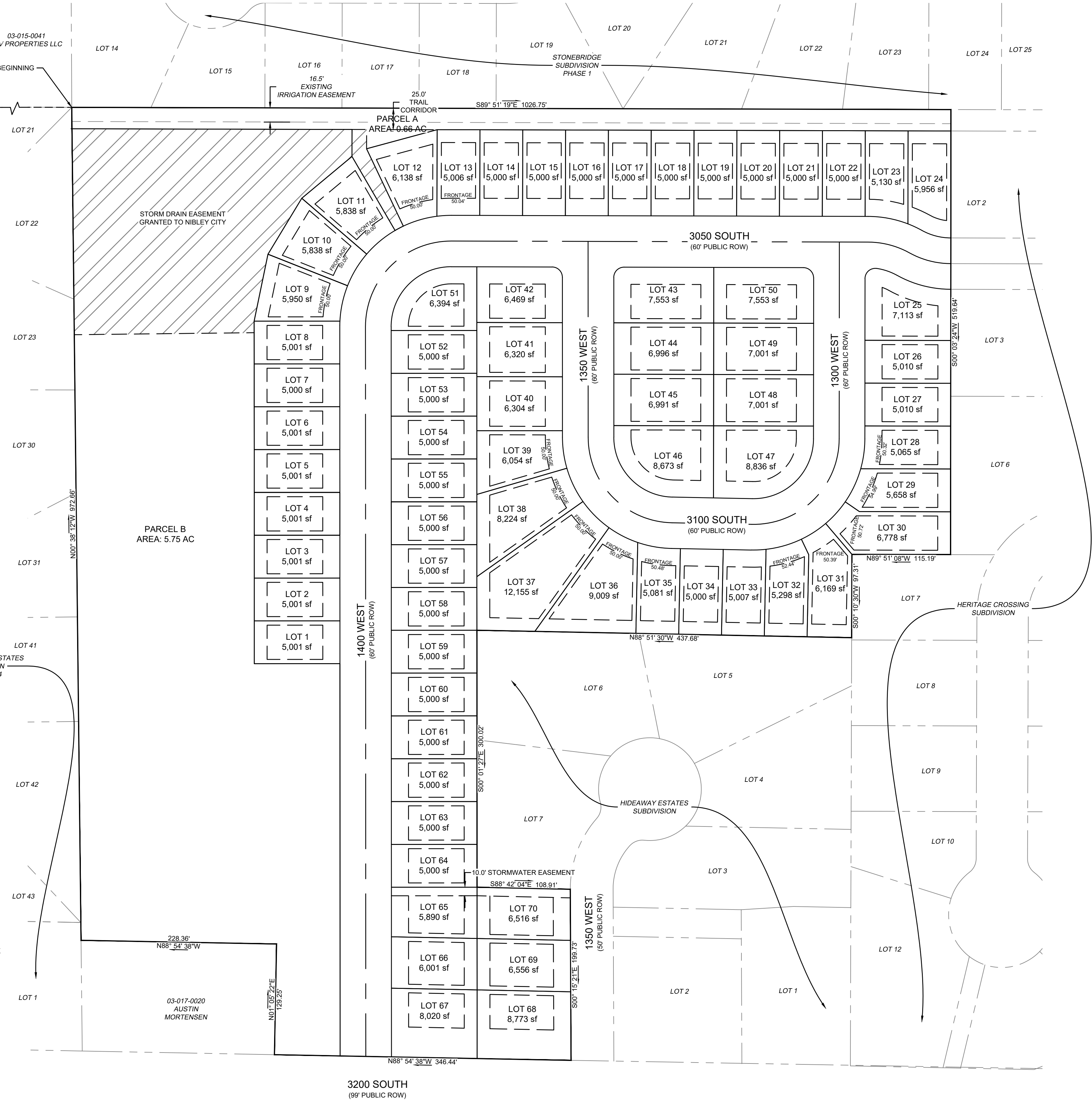
COLLEGE IRRIGATION COMPANY
GORDON ZILLES
P. 435-881-9298

LEGEND

SUBDIVISION BOUNDARY (PER LEGAL)	
PROPOSED PROPERTY LINE	
SECTION LINE	
EXISTING PROPERTY LINE	
EXISTING ROW CENTERLINE	
PROPOSED ROW CENTERLINE	
STORM DRAIN EASEMENT	



PUE & SETBACK DETAIL
NOT TO SCALE

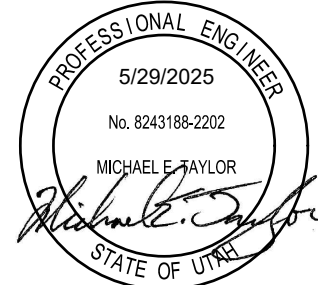


THE FIELDS AT NIBLEY

3200 SOUTH & 1350 WEST
NIBLEY, UT, 84321

MARK: DATE: DESCRIPTION:

PROJECT #: 22-307
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: M. TAYLOR
ISSUED: 5/29/2025



**PRELIMINARY
SURVEY PLAN**

P:\2022\22-307 Wadach Gibbs Property\Civil\Preliminary Plat\22-307 Preliminary Survey Plan

03-015-0041
BHV PROPERTIES LLC

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

LOT 19

LOT 20

LOT 21

LOT 22

LOT 23

LOT 24

STONEBRIDGE
SUBDIVISION
PHASE 1

N89°51'19"W 1026.75'

PARCEL A
AREA: 0.66 AC

16.5'
EXISTING
IRRIGATION EASEMENT

25.0'
TRAIL
CORRIDOR

LOT 12
6,138 sf

LOT 13
5,006 sf

LOT 14
5,000 sf

LOT 15
5,000 sf

LOT 16
5,000 sf

LOT 17
5,000 sf

LOT 18
5,000 sf

LOT 19
5,000 sf

LOT 20
5,000 sf

LOT 21
5,000 sf

LOT 22
5,000 sf

LOT 23
5,130 sf

LOT 24
5,956 sf

STORM DRAIN EASEMENT
GRANTED TO NIBLEY CITY

LOT 11
5,838 sf

LOT 10
5,838 sf

LOT 9
5,950 sf

LOT 8
5,001 sf

LOT 7
5,000 sf

LOT 6
5,001 sf

LOT 5
5,001 sf

LOT 4
5,001 sf

LOT 3
5,001 sf

LOT 2
5,001 sf

LOT 1
5,001 sf

PARCEL B
AREA: 5.75 AC

1400 WEST
(60' PUBLIC ROW)

1350 WEST
(60' PUBLIC ROW)

3050 SOUTH
(60' PUBLIC ROW)

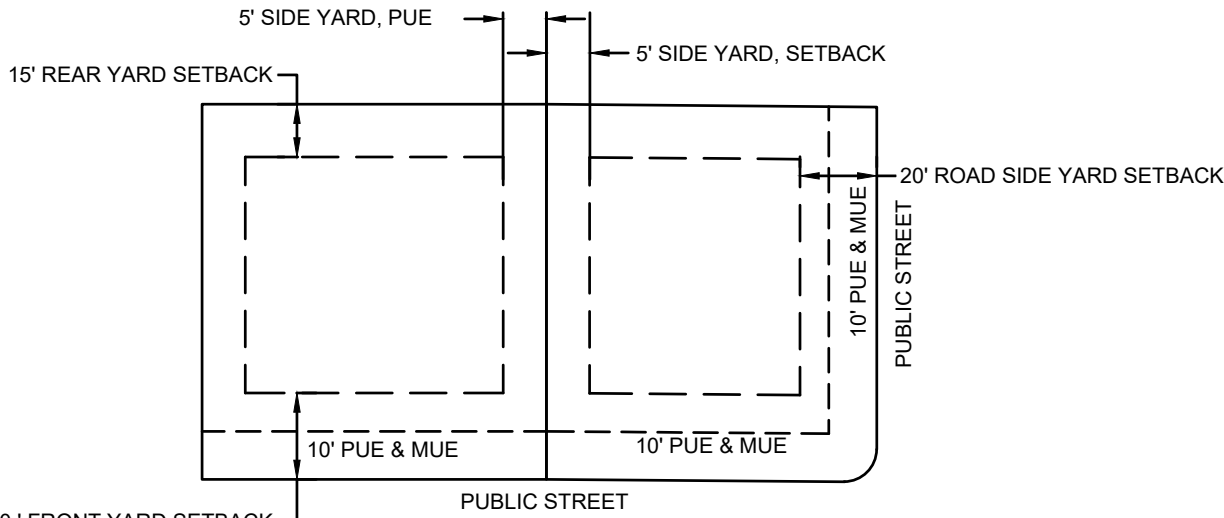
1300 WEST
(60' PUBLIC ROW)

HERITAGE CROSSING
SUBDIVISION

HIDEAWAY ESTATES
SUBDIVISION

LEGEND

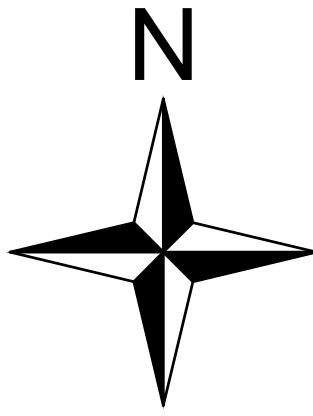
SUBDIVISION BOUNDARY (PER LEGAL)	
PROPOSED PROPERTY LINE	
SECTION LINE	
EXISTING PROPERTY LINE	
EXISTING ROW CENTERLINE	
PROPOSED ROW CENTERLINE	
SHEET BOUNDARY	



PUE & SETBACK DETAIL
NOT TO SCALE

CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	70.00	28°33'01"	35.29	S75°24'37"E 34.92
C2	100.00	28°33'01"	50.41	N75°24'37"W 49.88
C3	130.00	28°55'33"	65.63	N75°25'53"W 64.94
C4	70.00	20°27'52"	25.00	N71°12'03"W 24.87
C5	100.00	28°53'12"	50.42	N75°24'43"W 49.88
C6	130.00	28°53'53"	65.67	N75°25'03"W 64.88
C7	130.00	7°59'03"	18.12	S84°57'38"E 18.10
C8	130.00	20°54'51"	47.45	S79°24'34"E 47.19
C9	120.00	88°30'38"	20.63	S49°18'43"W 18.18
C10	12.00	89°54'43"	18.83	N44°9'58"W 16.96
C11	70.00	81°05'00"	111.28	N45°35'57"E 99.93
C12	100.00	81°05'00"	158.97	S45°35'57"W 142.75
C13	130.00	81°05'00"	206.67	N45°35'57"E 185.58
C14	130.00	15°34'29"	35.34	S7°50'38"W 35.23
C15	130.00	18°53'53"	42.88	S25°04'49"W 42.68
C16	130.00	15°04'40"	34.21	S42°04'05"W 34.11
C17	70.00	14°56'01"	33.88	S87°04'26"W 33.79
C18	130.00	19°00'47"	43.14	S74°02'50"W 42.94
C19	130.00	7°35'16"	17.22	S87°20'52"W 17.20
C20	70.00	88°50'01"	106.53	S44°26'30"E 97.68

CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C21	100.00	88°50'01"	155.00	N44°36'30"W 139.67
C22	130.00	88°50'01"	201.56	S44°36'30"E 181.97
C23	130.00	17°46'38"	40.34	N79°58'11"W 40.17
C24	130.00	18°30'54"	37.81	N82°44'54"W 37.68
C25	130.00	19°05'55"	43.33	N44°52'00"W 43.13
C26	130.00	19°05'55"	43.33	N25°40'05"W 43.13
C27	130.00	16°11'38"	36.74	N87°07'18"W 36.62
C28	12.00	90°10'10"	18.89	S45°03'36"W 17.00
C29	12.00	89°49'50"	18.81	N44°56'24"W 16.95
C30	70.00	90°09'39"	110.15	S45°03'21"W 99.13
C31	100.00	90°10'10"	157.38	S45°03'36"W 141.63
C32	130.00	89°22'09"	202.77	S45°27'36"W 182.83
C33	130.00	7°27'58"	16.94	S88°24'42"W 16.93
C34	130.00	18°05'55"	41.06	N73°37'45"E 40.89
C35	130.00	4°47'54"	10.89	S62°10'51"W 10.88
C36	130.00	19°05'55"	43.33	N50°13'57"E 43.13
C37	130.00	19°05'55"	43.33	N31°08'02"E 43.13
C38	130.00	18°42'43"	42.46	N12°13'43"E 42.27
C39	130.00	2°05'49"	4.76	N1°49'28"E 4.76

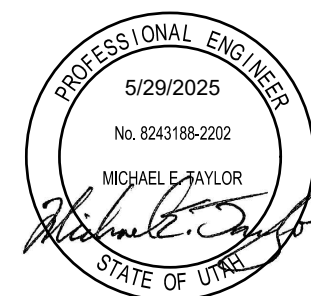


THE FIELDS AT NIBLEY

3200 SOUTH & 1350 WEST
NIBLEY, UT, 84321

MARK: DATE: DESCRIPTION:

PROJECT #: 22-307
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: M. TAYLOR
ISSUED: 5/29/2025






NORTH
SURVEY PLAN

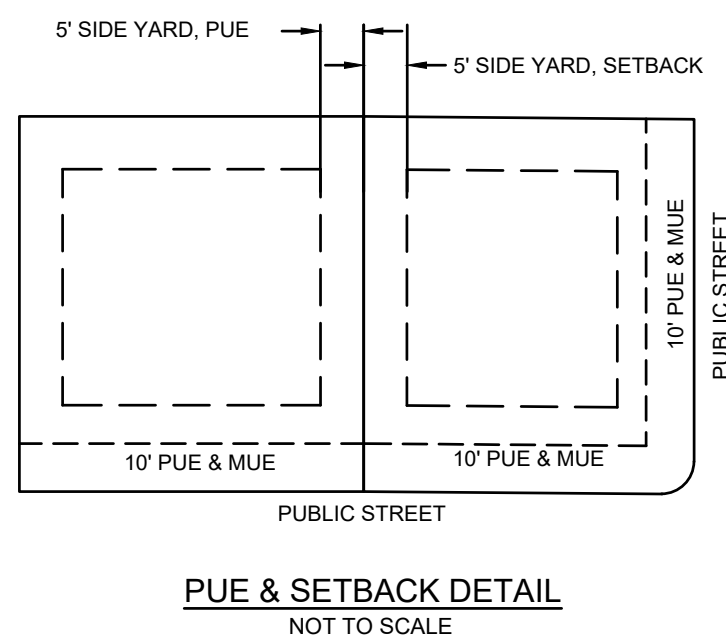
civilsolutionsgroup inc.

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



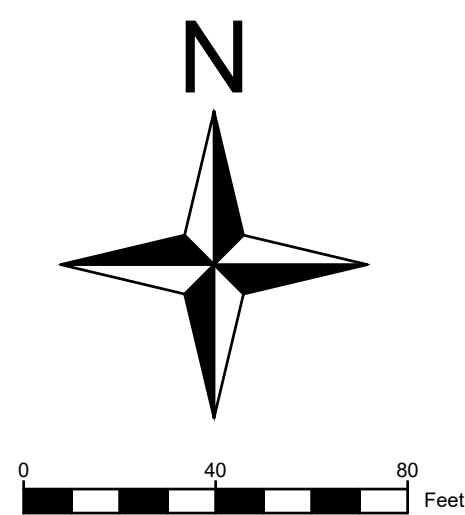


<u>LEGEND</u>	
SUBDIVISION BOUNDARY (PER LEGAL)	
PROPOSED PROPERTY LINE	
SECTION LINE	
EXISTING PROPERTY LINE	
EXISTING ROW CENTERLINE	
PROPOSED ROW CENTERLINE	
SHEET BOUNDARY	

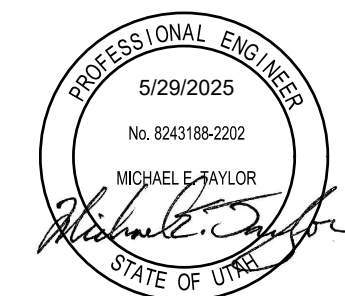


CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	70.00	28°53'01"	35.29	S73°24'33" 34.92
C2	100.00	28°53'01"	50.41	N72°34'37" 49.88
C3	130.00	28°55'33"	65.63	S75°25'53" 66.94
C4	70.00	20°27'32"	25.00	N71°12'03" 24.78
C5	100.00	28°53'12"	50.42	S75°24'37" 49.88
C6	130.00	28°53'33"	65.62	N70°23'03" 68.10
C7	130.00	7°59'03"	18.17	S84°57'38" 18.18
C8	130.00	28°53'01"	50.41	S74°54'51" 49.88
C9	120.00	30°54'33"	20.63	S70°54'51" 17.99
C10	120.00	30°54'33"	48.83	N41°58'51" 66.16
C11	70.00	9°13'06"	111.28	N45°35'37" 99.93
C12	100.00	9°16'06"	158.97	S70°25'50" 142.76
C13	130.00	9°16'06"	206.67	N45°35'37" 185.58
C14	130.00	19°34'29"	35.34	S73°50'38" 35.23
C15	130.00	18°53'53"	42.68	S25°04'09" 42.68
C16	150.00	19°04'40"	34.81	S40°05'09" 34.11
C17	130.00	14°58'01"	33.88	S74°02'26" 33.79
C18	130.00	19°00'47"	34.14	S72°05'50" 42.94
C19	130.00	7°35'16"	106.23	S87°25'52" 107.28
C20	70.00	88°50'01"	172.53	S44°26'30" 97.98

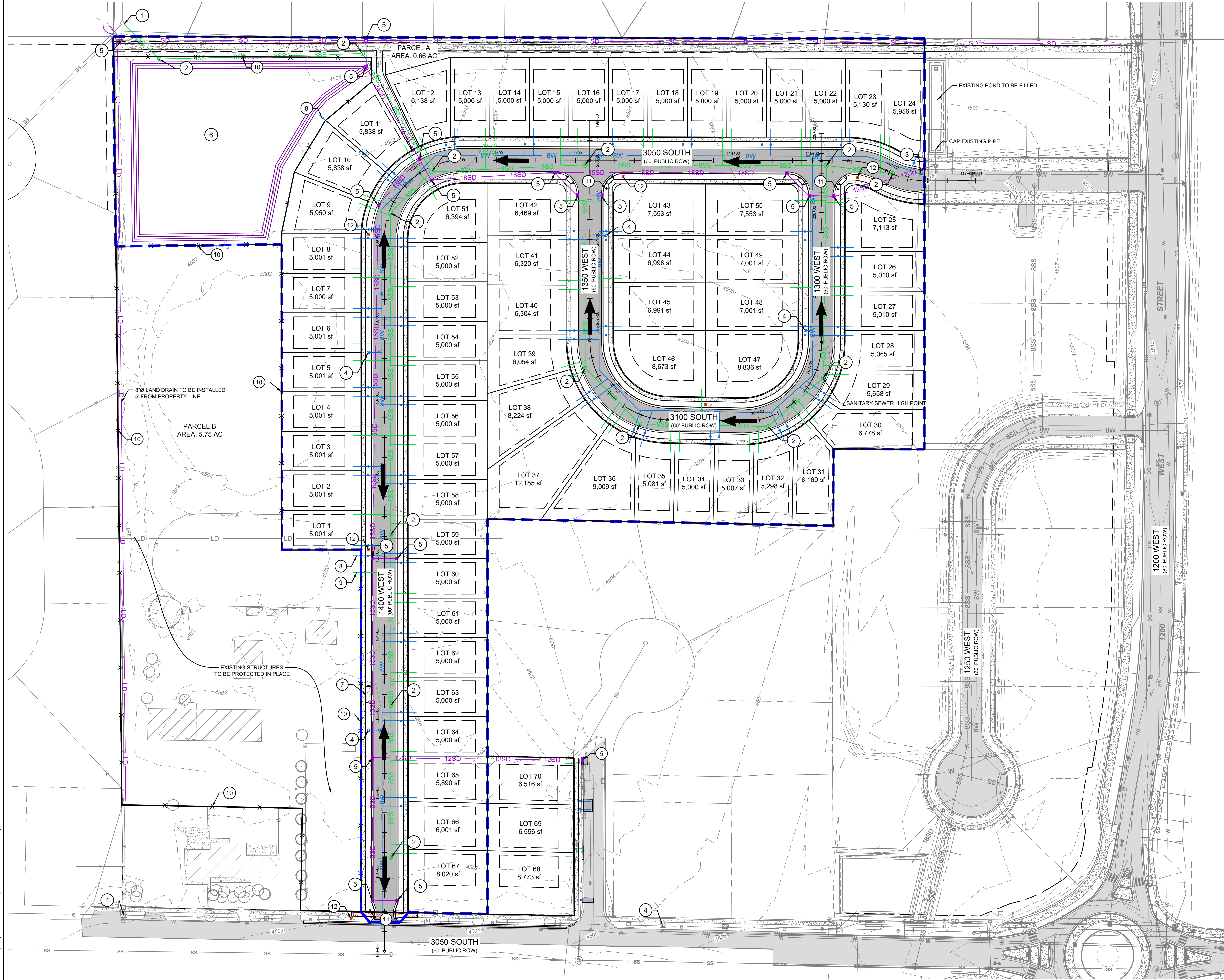
CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C21	100	89°50'11"	155.04	N41°26'30" 139.97
C23	130	89°50'11"	201.86	S44°28'30" 181.67
C24	130	90°00'00"	40.38	S44°28'30" 37.98
C25	130	16°33'54"	37.81	N41°26'30" 37.98
C26	130	19°05'50"	43.33	N41°26'30" 43.13
C27	130	19°05'50"	43.33	N25°04'36" 43.13
C28	130	10°11'38"	36.74	N87°01'18" 36.62
C29	120	80°10'10"	18.89	S43°33'36" 17.80
C30	120	80°49'50"	18.81	N44°24'36" 16.95
C31	70	80°09'33"	110.15	S43°21'29" 99.13
C32	80	80°10'10"	157.38	S43°33'36" 141.83
C33	130	82°22'59"	202.77	S42°27'36" 182.83
C34	130	72°22'59"	16.94	S89°24'24" 16.93
C35	130	81°01'10"	16.94	S73°45'42" 40.89
C36	130	44°24'54"	10.89	S24°00'27" 10.88
C37	130	19°05'50"	43.33	N81°19'57" 43.13
C38	130	19°05'50"	43.33	N31°08'02" 43.13
C39	130	18°42'43"	42.46	N12°13'43" 42.27
C40	130	2°05'51"	4.76	N1°49'25" 4.76

[illegible]

PROJECT #: 22-307
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: M. TAYLOR
ISSUED: 5/29/2025



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



GENERAL NOTES:

- ALL LOTS TO BE SERVICED WITH A 10" SANITARY SEWER SERVICE & 12" 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
- DRIVEWAY ACCESS FROM 3200 SOUTH IS NOT PERMITTED (APPLICABLE TO LOTS 67 & 68)
- EXISTING SERVICES SHARED BETWEEN PARCEL B AND EXISTING ADJACENT HOME TO BE SEPARATED
- IN COORDINATION WITH POWER COMPANY, ELECTRICAL SERVICES FOR LANDSCAPE SPRINKLER CONTROLS WILL NEED TO BE PROVIDED SEPARATELY TO BOTH PARCELS A & B

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
- CONCRETE DRIVEWAY APPROACH
- 2" CULINARY WATER SERVICE
- 6" SANITARY SEWER SERVICE
- 3-RAIL FENCE ENCOMPASSING PARCEL B
- STOP & STREET SIGN
- STREET LIGHT

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.

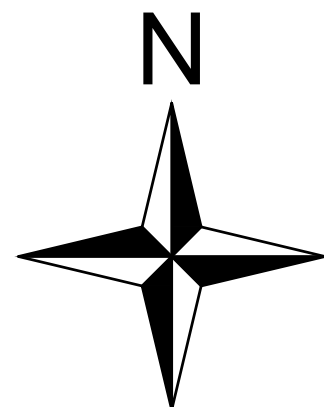
THE SITE IS TO BE GRADED TO CONVEY STORMWATER RUNOFF TO AN ABOVE GROUND STORMWATER POND LOCATED IN THE NORTHWEST CORNER OF THE SITE. THE BOTTOM OF THE POND IS TO BE SET AT OR ABOVE EXISTING GRADE. DUE TO HIGH GROUND WATER CONDITIONS, NO CUT SHALL BE PERMITTED FOR STORMWATER STORAGE. STORMWATER WILL BE RELEASED AT THE PRE-DEVELOPMENT RUNOFF RATE OF 1.69 CFS (0.20 CFS/AC = 3.35 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	SS
EXISTING FENCE	
STORM DRAIN LINE	SD
CULINARY WATER LINE	W
WATER VALVE	
FIRE HYDRANT	
WATER METER	
STORM WATER CATCH BASIN	
SEWER MANHOLE	
ANTICIPATED SLOPE OF FG (SEE SHEET 5)	
WATERSHED BOUNDARY	

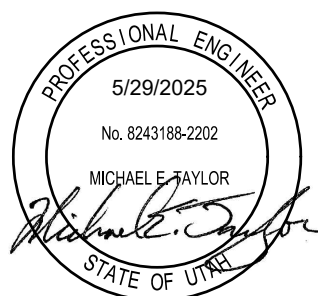


THE FIELDS AT NIBLEY

3200 SOUTH & 1350 WEST
NIBLEY, UT, 84321

MARK: DATE: DESCRIPTION:

PROJECT #: 22-307
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: M. TAYLOR
ISSUED: 5/29/2025

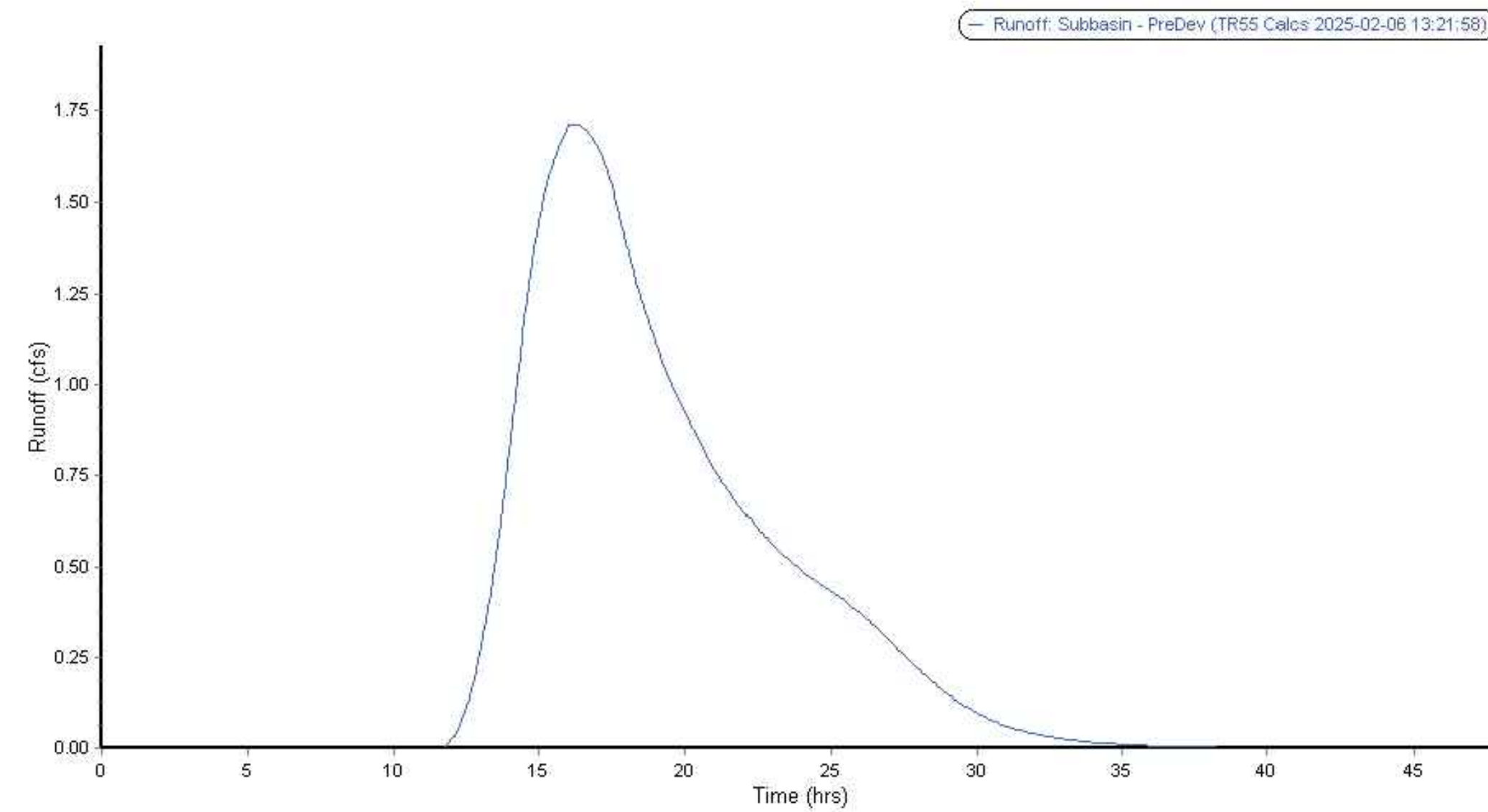


PRELIMINARY
CIVIL PLAN



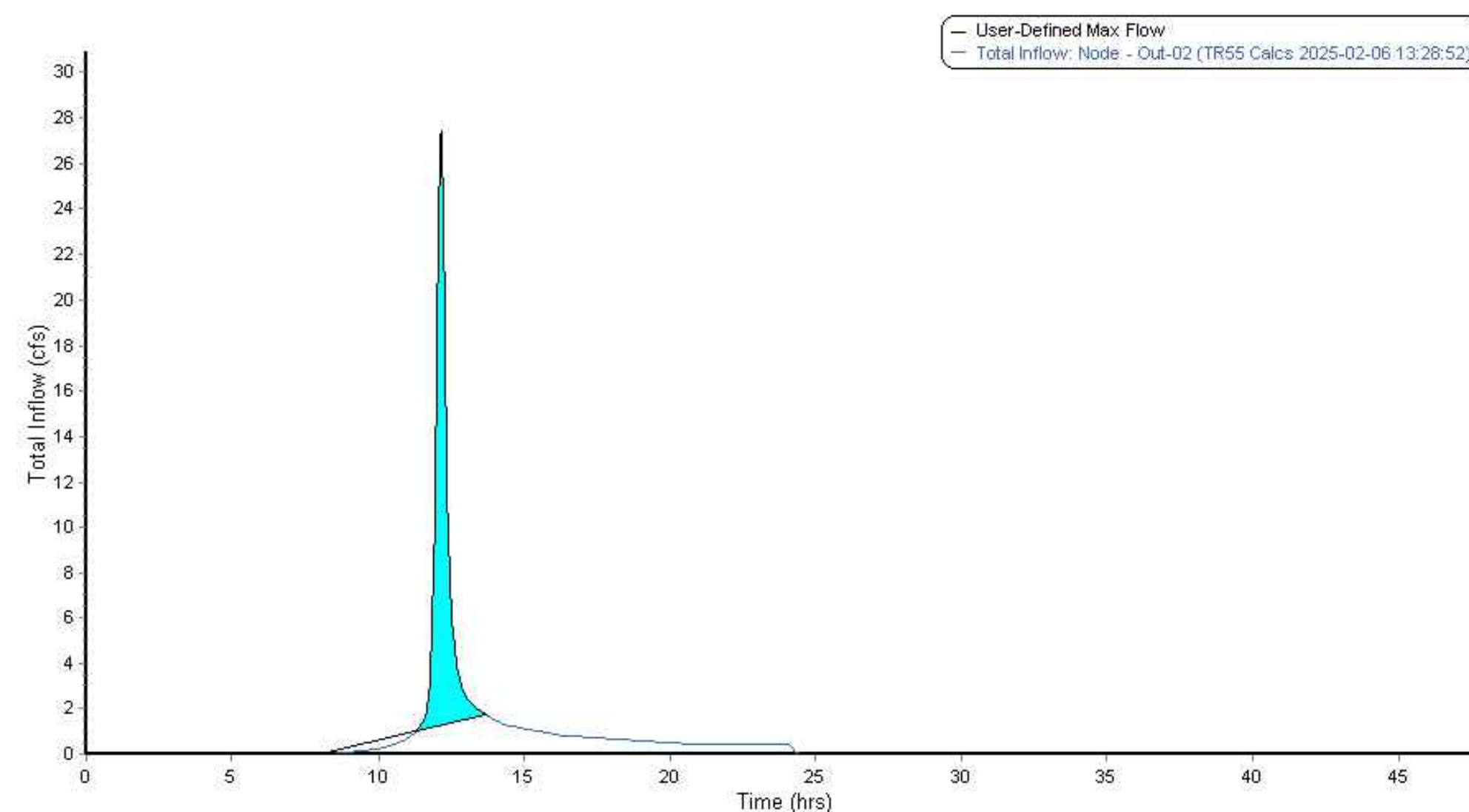
PRE-DEVELOPMENT HYDROGRAPH

SCS TR-55 METHOD



Runoff Summary Table	
Time period:	Element ID: PreDev 0.20 CFS/AC = 19.23 AC * 0.20 = 3.85 CFS
From: 08/27/2024, 12:00:00 AM	Maximum Runoff (cfs) 1.71
To: 08/29/2024, 12:00:00 AM	Minimum Runoff (cfs) 0.00
	Event Mean Runoff (cfs) 0.28
Thresholds:	Duration of Exceedances (hrs) N/A
Exceedance: 0	Duration of Deficits (hrs) N/A
Deficit: 0	Number of Exceedances N/A
	Number of Deficits N/A
Detention storage:	Volume of Exceedance (ft³) N/A
Max flow: 0	Volume of Deficit (ft³) N/A
	Total Runoff (ft³) 48831.63
	Detention Storage (ft³) N/A

POST-DEVELOPMENT HYDROGRAPH



*****		Total Inflow Summary Table	
Time period		Element ID	Out-02
From:	08/27/2024, 12:00:00 AM	Maximum Total Inflow (cfs)	27.43
To:	08/29/2024, 12:00:00 AM	Minimum Total Inflow (cfs)	0.00
Thresholds:		Event Mean Total Inflow (cfs)	0.49
Exceedance:	0	Duration of Exceedances (hrs)	N/A
Deficit:	0	Duration of Deficits (hrs)	N/A
		Number of Exceedances	N/A
		Number of Deficits	N/A
Detention storage:		Volume of Exceedance (ft³)	N/A
Max flow:	1.71	Volume of Deficit (ft³)	N/A
		Total Inflow Volume (ft³)	83781.59
		Detention Storage (ft³)	47491.63

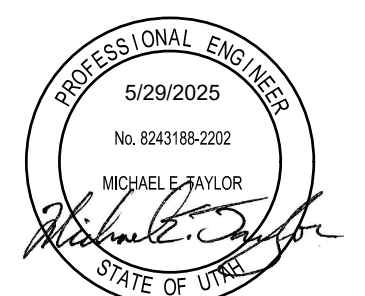
[illegible]

PROJECT #: 22-307

DRAWN BY: C. SCHAFFNER

PROJECT MANAGER: M. TAYLOR

ISSUED: 5/29/2025



STORMWATER CALCULATIONS

PRELIMINARY MAINTENANCE PLAN

FOR OPEN SPACE LAND:

THE FIELDS AT NIBLEY

Located at approximately

1405 W 3200 S

Nibley, UT 84321

Introduction

This Preliminary Maintenance Plan (this “Plan”) outlines a preliminary proposed plan for maintenance of the open space (“Open Space Land”) that is proposed as a part of the development known as the Fields at Nibley (“Development”). The Development is or will be governed by a development agreement (“Development Agreement”) by and between the owner of the Development and Nibley City. The Development Agreement is drafted to contain further information and specifications for the Open Space Land, as noted below. This Plan is proposed in accordance with Nibley City Code § 21.10.020(L)(2) and § 21.06.040.

Ownership of the Open Space Land

This Plan proposes that the Open Space Land will be owned by The City of Nibley and will be dedicated as Open Space Land under a perpetual conservation easement, in accordance with the requirements of applicable law, including Nibley City Code. The use of the Open Space Land will comply with all applicable law, regulation, and governing documents of the Development, including any conservation easement. Proposed uses of the Open Space Land are outlined in the Development Agreement.

Maintenance of the Open Space Land

This Plan proposes that the maintenance of the Open Space Land will be completed by Nibley City in accordance with the requirements of the governing documents of the

Development, as applicable. The cost of maintaining the Open Space Land is proposed to be supported by the City of Nibley.

Size & Location of Open Space Land

The Open Space Land consists of approximately 5.81 acres, and is located adjacent and to the west of the Development. A depiction of the location of the Open Space Land is attached hereto as Exhibit A.

Concept Plan

The proposed concept plan and landscaping for the Open Space Land is as designated on the development plans prepared in accordance with the Development Agreement and any Preliminary Plat approved by Nibley City.

The open space that we are designating to be on the west side of The Fields addresses complies with many of the standards set forth in [NCC 21.10.020\(l\)](#) of the Municipal Code:

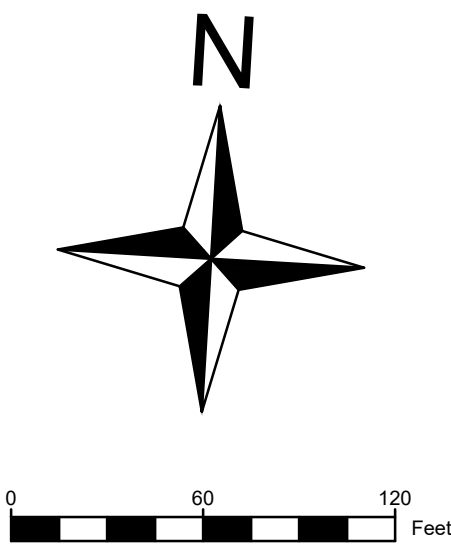
1. Significant Areas and Natural Landscape - The 5.81 acres of Open Space currently has standing trees and meadows exceeding the minimum .5 acres. It will preserve the pasture area that it is currently used for and maintain it's rural feel.
3. Agricultural Land - Much of the 5.81 acres is currently used for agricultural purposes and will continue to be used for similar purposes.
4. Pedestrian Access - Space for Nibley's continuous walking path will be located on the north end of the Open Space.

EXHIBIT A

[ATTACHED]

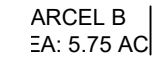
1. THE SUBJECT PARCEL IS CURRENTLY BEING UTILIZED AS AGRICULTURAL LAND.

1. GEOGRAPHIC FEATURES; NONE
2. MEADOWS; NONE
3. TREE STANDS; NONE
4. STREAMS; NONE
5. STREAM CORRIDORS; NONE
6. FLOODWALLS; NONE
7. BERMS; NONE
8. WATERWAYS; NONE
9. CANALS; SHOWN
10. IRRIGATION DITCHES; SHOWN
11. FARMLAND; SHOWN
12. PASTURES; SHOWN
13. WILDLIFE CORRIDORS AND/OR HABITAT; NONE
14. HISTORIC BUILDINGS AND/OR SITES; NONE
15. ARCHEOLOGICAL SITES; NONE
16. CULTURAL FEATURES AND GREEN SPACE; NONE

[illegible]

PROJECT #: 22-307
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: M. TAYLOR
ISSUED: 11/7/2024

THIS PAGE IS INTENTIONALLY LEFT BLANK



DESIGNING OUR FUTURE

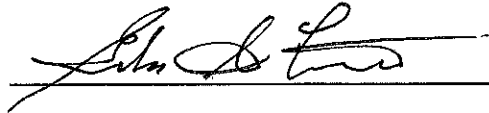
L100

THIS PAGE IS INTENTIONALLY LEFT BLANK

Feb 3 2025

To Nibley City Representatives:

This letter constitutes an acknowledgement that Joshua Low has provided College Ward Irrigation Company with the attached Subdivision Preliminary Plat on December 10, 2024, related to the use or alternation of affected canals. College Ward Irrigation Company understands that we have thirty (30) days from the date plans were provided to the canal company to bring any concerns to the City.

A handwritten signature in black ink, appearing to read "Gordon Zilles", is written over a horizontal line.

By: Gordon Zilles of College Ward Irrigation Company

THIS PAGE IS INTENTIONALLY LEFT BLANK

Agenda Items #8 & #9: Parking Requirements

Description

Public Hearing: Ordinance 25-23: Amending NCC 19.24.160 Parking Requirements and NCC 19.24.250 Accessory Dwelling Unit Standards, Including Parking Requirements for Single-Family and Two-Family Dwellings

Discussion and Consideration: Recommendation for Ordinance 25-23: Amending NCC 19.24.160 Parking Requirements and NCC 19.24.250 Accessory Dwelling Unit Standards, Including Parking Requirements for Single-Family and Two-Family Dwellings

Department

City Planning

Action Type

Legislative

Recommendation

Recommend Approval of Ordinance 25-23: Amending NCC 19.24.160 Parking Requirements and NCC 19.24.250 Accessory Dwelling Unit Standards, Including Parking Requirements for Single-Family and Two-Family Dwellings

Reviewed By

City Planner, City Engineer, Public Works

Background

During the 2025 Legislative Session, the Utah State Legislature passed S.B. 181, which among other provisions, enacted some restrictions about how municipalities regulate parking. This ordinance is in direct response to this legislation, primarily to bring the City into compliance with the State Code.

There are two provisions of this legislation that the currently adopted City Code does not comply with, specifically the following:

1. A specified municipality may not restrict a two-car garage from satisfying two parking spaces as part of a minimum parking space requirement.
2. A specified municipality may not restrict an unobstructed tandem parking space from satisfying two parking spaces as part of a minimum parking space requirement

The proposed Code amendment strikes a provision of Nibley City Code that does not count parking within a garage toward the parking requirement. Instead, Staff recommends that 2 parking stalls are required for each single-family dwelling and 3 parking stalls are required for each two-family dwelling. This includes properties that have an accessory dwelling unit. These rates would be in line with the research performed during the recent parking requirements amendments and would bring the City in compliance with State Code.

In addition to this amendment, Staff recommends striking a provision of the ADU ordinance which requires that ADU parking does not obstruct parking for the primary dwelling, as this provision is currently in violation of State Code regarding tandem parking.

19.24.160 Parking Requirements

- A. General Requirements: Except as herein provided, no building or structure shall be erected or 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 which meets or exceeds the standards of this section.
- B. Minimum Parking Requirements: In all districts, the following minimum parking requirements shall apply:

Commented [LR1]: This amendment only impacts sub-section B for this section.

Use	Minimum Vehicular Parking Spaces	Minimum Bicycle Parking Spaces
Churches, theaters, meeting rooms, places of public assembly	1 space per 5 fixed seats; 20 inches of bench shall be considered 1 seat and 1 space per 50 square feet of floor area for moveable seats under maximum seating arrangement.	1 space per 50 fixed seats.
Food establishments without Drive-through	6 spaces per 1,000 square feet.	1 space per 2,000 square feet.
Food establishments with Drive-through	5 spaces per 1,000 square feet.	1 space per 2,000 square feet.
Hospital	1 space per bed.	1 space per 20,000 square feet.
Assisted Living or Nursing Homes	1 space per each 2 beds.	1 space per 2,000 square feet.

Professional, Corporate or General Offices	3 spaces per 1,000 square feet of examination treatment, office and waiting rooms.	1 space per 2,000 square feet.
School, College	0.25 spaces per student. Parking spaces provided for the school may be considered as parking for the public assembly areas.	1 space per 20 students.
School, Elementary or Middle	1 per teacher and employee. Parking spaces provided for the school may be considered as parking for the public assembly areas.	1 space per 20 students.
Daycare	0.2 spaces per child.	-
Hotel or Bed & Breakfast	1 space per room.	1 space per 20 rooms.
Short Term Rental	1 space per 4 occupants.	-
Motor Vehicle Sales & Service	3 spaces per 1,000 square feet.	1 space per 20,000 square feet.
Residential, Single Family	2 off-street spaces per dwelling in addition to any carport or garage.	-
<u>Residential, Two Family²</u>	<u>3 off-street spaces</u>	-
Other Retail Stores, Businesses Selling or Catering	3 spaces per 1,000 square feet.	1 space per 2,000 square feet.

Commented [LR2]: Removed to comply with SB 181.

Commented [LR3]: Recommended for consistency with state IADU restrictions (10-9a-530(4)©(i) since the City doesn't decipher between IADU and other two-family housing.

to the Public, Recreational Places of Assembly		
Other Uses Not Listed		

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.

1-2. This applies to single family residential properties with an accessory dwelling unit and two-family residential properties.

19.24.250 Accessory Dwelling Unit Standards

D. Approval Criteria

1. Proposed accessory dwelling units in compliance with the following criteria to ensure the health and safety of occupants.
2. Fire, building, and health codes. The design and size of the accessory dwelling unit shall conform to all applicable standards in the fire, building, and health codes. All necessary permits shall indicate the area to be designated for accessory dwelling unit use.
3. Separate addresses and mailboxes shall be placed on all accessory dwelling units regulated by this chapter as required for public safety purposes.
4. Parking: Off-street parking for two vehicles, shall be provided per NCC 19.24.160, 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.

Commented [LR4]: This amendment only impacts subsection D for this section.

Commented [LR5]: Removed to comply with SB 181 re: tandem parking.

5. One Accessory Dwelling Unit: Only one accessory dwelling unit shall be allowed for each single-family dwelling. Accessory dwelling units are not allowed on lots that contain a two-family dwelling.
6. No accessory dwelling unit shall be built on a registered wetland or flood plain.
7. The use of an accessory dwelling unit shall be limited to residential uses. With the exception of a home occupation, no commercial or industrial uses are permitted within an accessory dwelling unit.
8. Accessory dwelling units shall be charged the base rate for water and sewer usage in accordance with the Nibley City Fee Schedule.
9. Impact Fees: Accessory dwelling units that install a separate water or sewer meter shall be subject to 100% of the impact fee of a multi-family dwelling units. Accessory dwelling units that do not install a separate water or sewer meter shall be subject to 50% of the impact fee of a multi-family dwelling units as set forth in the latest associated Impact Fee Ordinance adjustment.
 1. Owners may petition the City for a rebate of impact fees for accessory dwelling units which provide rent that is considered affordable, as described below. The maximum rebate amount shall be set at 33 1/3% annually of the total collected impact fee for a period of three (3) years. City Staff shall determine if documentation of rent collected is acceptable. If documentation is not provided within 30 days of each anniversary of the issuance of the certificate of occupancy, the rebate shall be forfeited for that year. The rebate shall be non-transferrable.
 1. The unit's rent is considered affordable to a household of four (4) earning 50% of the area median income of the Logan, UT-ID Metropolitan Statistical Area (MSA), according to income limits set by the US Department of Housing and Urban Development (HUD) for a period of three (3) years.

The rent limit shall be set using the following calculation: HUD annual 4-person 50% AMI Income Limit * 0.3 (30 %) – \$150 (for utility expenses)

Agenda Items #10 & #11: Classification of New and Unlisted Uses

Description

Public Hearing: Ordinance 25-24: Amending NCC 19.20.010 Classification of New and Unlisted Uses, Setting Forth a Process for Classification of Uses and Legislative Action for New or Unlisted Uses

Discussion and Consideration: Recommendation for Ordinance 25-24: Amending NCC 19.20.010 Classification of New and Unlisted Uses, Setting Forth a Process for Classification of Uses and Legislative Action for New or Unlisted Uses

Department

City Planning

Action Type

Legislative

Recommendation

Recommend Approval of Ordinance 25-24: Amending NCC 19.20.010 Classification of New and Unlisted Uses, Setting Forth a Process for Classification of Uses and Legislative Action for New or Unlisted Uses

Reviewed By

City Planner, City Engineer, Public Works

Background

During the 2025 Legislative Session, the Utah State Legislature passed S.B. 179, which requires each municipalities to enact a land use regulation establishing a process for reviewing a business use not listed as an approved use in existing ordinances. This ordinance is in direct response to this legislation, primarily to bring the City into compliance with the State Code.

The proposed ordinance includes the following provisions:

1. Establishes a process to classify uses. This would give the City Planner explicit authority to classify uses based upon the information provided by an applicant and in accordance with City Code. This currently is effectively consistent with current practice, as when someone submits a business license application, the City Planner classifies the use based upon the application, the use is considered conditional, permitted or not permitted, according to the land use chart. This provision formalizes this process, which may be conducted at the time of business license or with a separate application.
2. Establishes a process for legislative action for New or unlisted business uses. In accordance with State Code, this process allows the applicant to apply to approve the proposed business use and, if approved, designate appropriate zones for the use. This is a slightly different process than a typical code amendment application but requires planning commission review and must be completed within 60 days.
3. Establishes the Administrative Appeal Hearings Officer as the appeal authority for both classification of uses and legislative action for New or Unlisted Business Uses. This appeal process is different than that for a code amendment, which isn't appealable, but referable.

19.20.010 Classification Of New And Unlisted Uses

For those uses not listed or described in the following chart as a permitted or conditional use, the applicant may petition the city council to amend the zoning title to specify and locate an appropriate zone or zones for the new use:

A. Use Classification

1. Authority. The City Planner is authorized to render use classifications of the provisions of this title, and any rule or regulation adopted pursuant thereto, as provided in this section.
2. Use Classification Request Procedure. A complete application shall be submitted to the City Planner in a form established by the administrator along with any fee established by the City's consolidated fee schedule. The application shall include at least the following information:
 - a. The name, address and telephone number of the applicant and the applicant's agent, if any;
 - b. The specific provision or provisions of this title for which an interpretation is requested;
 - c. Specific facts of the situation which illustrate the need for a use classification;
 - d. The interpretation claimed by the applicant to be correct;
 - e. A statement explaining why the proposed use should be deemed as included within a use category allowed by the zone applicable to the property; and
 - f. Documents, statements, and other evidence demonstrating that the proposed use will conform to all use limitations established by the zone applicable to the property.
3. Any review of a new business license application shall include a use classification as determined by the City Planner and consistent with this Title. If a business license application is submitted, the applicant need to not submit a separate request for a use classification.
4. After the application is determined to be complete, the City Planner shall review the request and make an interpretation in accordance with the standards set forth in subsection 6 of this section.
5. After making a decision, the City Planner shall give the applicant written notice of the decision.
6. Standards for Use Classification interpretations. The following standards shall apply to Use Classification interpretations:
 - a. A use classification shall be consistent with:

Commented [LR1]: This assignment was for practical reasons as in practice, the City Planner determined the use classification at the time of business license application.

Formatted: List Paragraph, Numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

Formatted

Formatted

Formatted

- i. The provisions of this title; and
- ii. Any previously rendered interpretations based on similar facts.
- b. A use defined in NCC 19.04.010 of this title shall be interpreted as provided therein;
- c. Any use specifically listed as "not permitted" in the Land Use Chart for a particular zone shall not be allowed in that zone;
- d. No use interpretation shall allow a use in a zone unless evidence is presented demonstrating the use will conform to development standards established for the zone;
- e. No use interpretation shall allow a use in a particular zone unless the use is substantially similar to a use allowed in the zone;
- f. If a proposed use is most similar to a conditional use authorized in the zone in which it is proposed to be located, any interpretation allowing such use shall require that the use be approved only as a conditional use pursuant to NCC 19-28.

Formatted: Numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 1.38" + Indent at: 1.88"

Formatted

7. Effect of approval. A use classification shall apply only to the property for which an interpretation is given. A use classification finding a use to be a permitted or conditional use in a particular zone shall be deemed to authorize only that use on the subject property. A use interpretation shall not authorize another allegedly similar use for which a separate use interpretation has not been issued.

Formatted

8. A use interpretation finding a particular use to be a permitted or conditional use shall not authorize the establishment of such use nor the development, construction, reconstruction, alteration, or moving of any building or structure, but shall merely authorize the preparation, filing, and processing of applications for any approvals or permits that may be required by this title or other applicable provisions of this Code.

9. If the City Planner determines that the proposed use does not align with an existing use the proposed use is deemed to be a new or unlisted business use.

Formatted: Normal, No bullets or numbering

B. Legislative Action for New or Unlisted Business Uses.

- 1. If a Use is determined to be new or unlisted, the applicant may submit a request to the City to amend the code to approve the proposed business use within 14 calendar days of the City Planner's determination of a new or unlisted business use. This shall follow the process of NCC 19.02.040.
- 2. After a review and recommendation of the Planning Commission, at a regular meeting of the City Council, it shall:

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0.25"

Formatted: Numbered + Level: 2 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Indent at: 0.75"

- a. Approve or deny the proposed business use; and
- b. If approved, designate appropriate zones for the use.

3. The City Council shall act within 60 days of the request for Legislative Review, provided that the applicant responds to information requests and attends all required hearings.

4. If denied, the City shall provide written reasons for the denial and offer the applicant an opportunity to challenge the classification or denial through the administrative appeal process set forth by NCC 19.06.030.

5. If approved, the City shall amend the land use ordinance that contains a list of approved or prohibited business uses to include the new use(s).

C. *Appeal of decision.* Any person adversely affected by a use classification rendered by the City Planner or a Legislative Action rendered by the City Council may appeal to the Administrative Appeal Hearings Officer in accordance with the provisions of NCC 19.06.030.

Formatted

Commented [LR2]: This provision is odd, as legislative decisions are usually only reversed through referendum, not appeal. But, this seems consistent with SB 179.

Formatted: List Paragraph, Indent: Left: 0.75"

THIS PAGE IS INTENTIONALLY LEFT BLANK

Agenda Items #12 & #13: Flag Lots

Description

Public Hearing: Ordinance 25-25: Amending NCC 19.010 Flag Lots, Including Allowing Flag Lots Along Arterial Roadways

Discussion and Consideration: Recommendation for Ordinance 25-25: Amending NCC 19.010 Flag Lots, Including Allowing Flag Lots Along Arterial Roadways

Department

City Planning

Action Type

Legislative

Recommendation

Recommend Approval of Ordinance 25-25: Amending NCC 19.010 Flag Lots, Including Allowing Flag Lots Along Arterial Roadways

Reviewed By

City Planner, City Engineer, Public Works

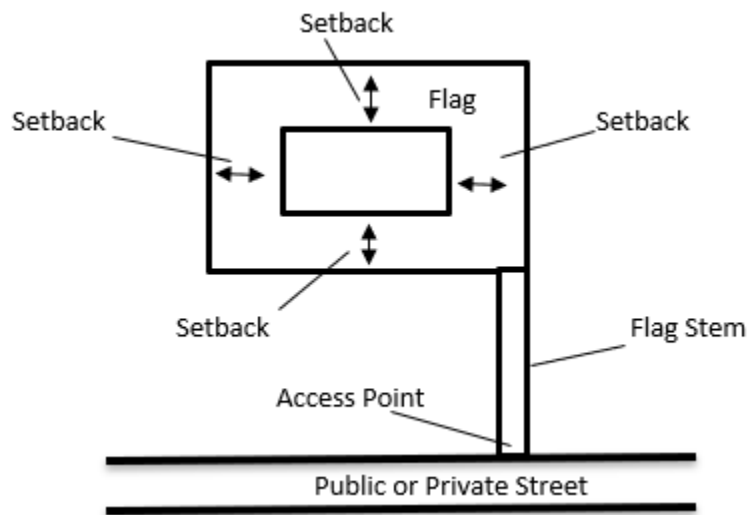
Background

NCC 19.46 includes regulations for approving new flag lots and allow for construction of new homes on existing flag lots. The City currently owns a property next to City Hall, located at 465 W 3200 S, which is a narrow, deep lot with a small, single-family home in the front of the lot. The City is currently discussing the possibility of subdividing this lot and selling it, as it has limited utility to the City's future expansion plans. However, there are provisions in the NCC 19.46 which prevent the creation of a flag lot in this location. Specifically, NCC 19.46.010(C)(6) states, "New flag lots shall not have access off arterial streets or roadways as listed in Nibley City's General and Master Plans." Because 3200 S is listed as an arterial roadway, a flag lot is not allowed in this location. Many of the deep lots within Nibley City, which share characteristics of the City-owned property are located along 3200 S and limited by potential development due to this restriction. The proposed ordinance would lift this restriction.

THIS PAGE IS INTENTIONALLY LEFT BLANK

19.46.010 Flag Lot Requirements

- A. A flag lot is defined as a lot not fronting, or abutting, or with insufficient frontage along a public or private roadway, per the underlying zone, and where access to the roadway is limited to a narrow, private right-of-way or easement.
1. Each unit shall have both a “front” and “rear” yard on opposite sides of the unit, with setback requirements per underlying zone.
(See diagram)



- B. Existing Flag Lots: The Nibley City Planning Commission shall provide zoning clearance before a property owner can obtain a building permit from the Nibley City building inspector for an existing flag lot outside of an approved subdivision. Building permits for principal structures to be built upon a flag lot may be approved provided the following conditions are met:

1. Fire protection: Each flag lot shall meet the following standards for access and address identification.
- a. The stem or access drive must be composed of a paved driving surface of not less than twenty feet (20') in width with six inches (6") minimum crushed gravel base and an eight-foot (8') swale on one side, and a two-foot (2') buffer on the opposite side of the swale, or a minimum of five-foot (5') swale on each side. The Planning Commission may approve [zoning clearance for a building permit](#) for

existing flag lots that existing access does not meet the full thirty-foot (30') width if the applicant can provide proper fire access. All flag lots access shall also conform with Nibley City driveway standards.

- b. The driving surface shall be paved entirely from the point where the stem of the flag lot meets the publicly dedicated road to the point where the stem of the flag lot meets the flag portion of the lot, except in the case of the R-E zone, where the driving surface shall be paved from the public right-of-way or private road and remain paved within one hundred feet (100') of any adjacent home and one hundred and fifty feet (150') from the point where the stem of the flag lot meets the public right-of-way or private road or up to the stem of the flag lot where it meets the flag portion of the lot.
- c. Address of the flag lot shall be placed at the access point of each flag lot so that the address can be clearly identified from the street. The City shall install each sign and ~~the~~ shall charge the property owner through the building permit or invoice.
- d. A turnaround, per the international fire code, is required to be constructed at the end of the access to the home. Prior to the Planning Commission's approval of the building permit or subdivision application, the applicant shall submit plans for the access and turnaround to the fire marshal and shall receive the fire marshal's approval for the access and turnaround.
- e. A fire hydrant and water line shall be placed at the access point or within the flag lot based on international fire code standards.
 - 1) If, in the opinion of the fire marshal, fire hydrants are vulnerable to vehicular damage, appropriate crash posts shall be required. No obstruction shall exist within a three foot (3') working area of each fire hydrant. Required crash posts shall be constructed according to Nibley City Engineering and Design Standards.
 - 2) The fire hydrant, water line and access road or driveway shall be located within a public utility easement of at least twenty feet (20') in width, such that emergency and utility service vehicles and personnel have unimpeded access to the improvements.

- f. Owners of a flag lot shall grant to Nibley City a permanent, recorded easement along the full width of the access, allowing for emergency vehicle access and for City inspection.
 2. All associated stormwater shall be retained on individual flag lots and in accordance with Nibley City stormwater design standards or stormwater plans for flag lots must be approved by the Nibley City Public Works Director.
 3. A stormwater pollution prevention plan shall be submitted, demonstrating how any dust, erosion or sediment problems which may result will be eliminated.
- C. New Flag Lots: The creation of flag lots shall only be approved by the planning commission if the flag lot meets the conditions of this ordinance. The creation of a flag lot must be approved by the Planning Commission in connection with the preliminary plat approval before final plat approval of a subdivision. The Final Plat of a subdivision containing a flag lot shall be approved by the Administrative Land Use Authority if the flag lot and final plat conform to all City requirements. Creation of a flag lot must meet the following standards:
1. Shall only be allowed for single-family detached units located in residential zones.
 2. Shall be created as part of a legal submission arising from an application under NCC 21.
 3. Flag lots shall only be allowed as part of a legal subdivision of three lots or less.
 4. Flag lot creation shall only be allowed in a subdivision where the parcel that is being subdivided is limited for future development by its overall size, frontage, severe topography, or land use in the adjacent parcels.
 5. A subdivision that can reasonably supply frontage for each lot shall not be granted the creation of a new flag lot.
 - ~~6.—New flag lots shall not have access off arterial streets or roadways as listed in Nibley City's General and Master Plans.~~
 - ~~7.6.~~ The creation of a flag lot shall not be approved in places where they would prohibit future public infrastructure connections as contained in the City's General and Master Plans, including public roads, trails waterlines, sewer lines, stormwater facilities, etc.

- ~~8~~.7. _____ The flag lot owner owns and is responsible to maintain the stem portion of the flag lot as defined above.
- ~~9~~.8. _____ The flag lot must comply with all other conditions and requirements as listed in this chapter and within Nibley City ordinances.
- ~~10~~.9. _____ The flag portion of the lot shall meet the size requirement of the underlying zone, regardless of the size of the flag stem portion of the lot.
- ~~11~~.10. _____ All other requirements of the underlying zone, which may be outlined in Nibley City Code or in the Nibley City Design Standards & Specifications, including, but not limited to maximum grade, building height, setback, etc., shall be observed.
- ~~12~~.11. _____ Setback shall be calculated from the point where the stem of the flag lot meets the flag portion of the lot. Setbacks shall comply with the underlying zone.
- ~~13~~.12. _____ The address of the flag lot shall represent the location of the access point and the street it connects to, not the actual location of the flag portion of the lot.
- ~~14~~.13. _____ All accesses to flag lots, regardless of the underlying zone, shall be maintained as private accesses and the responsibility for maintenance of the same shall lie with those property owners who utilize said access to access their respective properties.
- ~~15~~.14. _____ All utilities running the length of the flag stem which service the home on the flag lot, shall be owned and maintained by the owner(s) of the flag lot.
- ~~16~~.15. _____ Approved flag lot accesses shall be for single lot access. The Planning Commission may consider, at most, a second access off the stem, if both flag lot owners have entered into a formal maintenance agreement over the access road. Two-lot access roads are not required to meet the private road access standards in NCC 21.14.050. Both flag lots must be connected to Nibley City's required utilities including sewer. Each lot must have their own utility lines that meet Nibley City Design Standards.
- ~~17~~.16. _____ All of the required improvements as required by Nibley City design standards and code shall be installed at the property owner's expense.