



NIBLEY CITY COUNCIL and COMMUNITY REINVESTMENT AGENCY MEETING AGENDA
THURSDAY, AUGUST 21, 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 84321-6337. The public may also view the meeting via the YouTube link provided at www.nibleycity.gov. Public comment should be submitted to cherylb@nibleycity.gov by 6:30 PM.

Public comments with names and addresses will be read into the public record.

1. Opening Ceremonies (Norman Larsen)
2. Call to Order and Roll Call (Chair)
3. Approval of the July 31, 2025, Meeting Minutes and the Current Agenda (Chair)
4. Public Comment Period¹ (Chair)
5. Planning and Zoning Commission Report
6. **Discussion and Consideration:** Resolution 25-28—A Resolution Amending the Community Partnership Policy for Auxiliary Organizations and Others With Nibley City, Utah – Including Little Lambs Foundation for Kids Inc. (First Reading)
7. **Workshop:** Asset Management Software
8. **Workshop:** Code Enforcement and Software
9. **Workshop:** Pocket Parks in Nibley City
10. **Discussion and Consideration:** Resolution 25-21—a Resolution Proposing the Establishment of the South Cache Valley Recreation Special Service District to Provide Recreation Services, Calling a Public Hearing and Providing Notice Thereof and Related Matters (First Reading)
11. **Discussion and Consideration:** Ordinance 25-26—Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A) (Second Reading)
12. **Discussion and Consideration:** 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 (Second Reading)
13. **Discussion and Consideration:** Ordinance 25-29: Development Agreement for the Apple Creek Subdivision Phase 1 First Amendment, Amending Lot 35, Creating an Additional Building Lot and Amending the Conservation Area, Including Modifications to Development and Zoning Standards (First Reading)
14. **Discussion and Consideration:** Ordinance 25-24—Amending NCC 19.20.010 Classification of New and Unlisted Land Uses, Setting Forth a Process for Classification of Land Uses and Legislative Action for New or Unlisted Land Uses (Second Reading)
15. **Discussion and Consideration:** 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 (First Reading)
16. **Discussion and Consideration:** Resolution 25-27—Approving an Interlocal Cooperation Agreement Between Nibley City And The Nibley City Community Reinvestment Agency (First Reading)
17. **Council and Staff Reports**

¹ Public input is welcomed at all City Council Meetings. 15 minutes have been allotted to receive verbal public comment. Verbal comments shall be limited to 3 minutes per person. A sign-up sheet is available at the entrance to the Council Chambers starting 15 minutes prior to each council meeting and at the rostrum for the duration of the public comment period. Commenters shall identify themselves by name and address on the comment form and verbally for inclusion in the record. Comment will be taken in the order shown on the sign-up sheet. Written comment will also be accepted and entered into the record for the meeting if received prior to the conclusion of the meeting. Comments determined by the presiding officer to be in violation of Council meeting rules shall be ruled out of order.

Adjourn to CRA Meeting

Community Reinvestment Agency Meeting Agenda

1. Call to Order and Roll Call and Approval of the June 26, 2025, Meeting Minutes (Chair)
2. **Discussion and Consideration:** Resolution CRA 25-02 – Resolution Of The Nibley City Community Reinvestment Agency Approving An Interlocal Cooperation Agreement Between The Agency And Nibley City.
3. Adjourn

Nibley City's next scheduled Council meeting will be on Thursday, September 11, 2025, at 6:30 PM



Agenda Item #6

Description	Discussion and Consideration: Resolution 25-28 a Resolution Amending the Community Partnership Policy for Auxiliary Organizations on Others With Nibley City, Including Little Lambs Foundation for Kinds Inc. (First Reading)
Presenter	Mayor Larry Jacobsen
Staff Recommendation	Approve Resolution 25-28 a Resolution Amending the Community Partnership Policy for Auxiliary Organizations on Others With Nibley City, Including Little Lambs Foundation for Kinds Inc. And waive second reading.
Planning Commission Recommendation	
Reviewed By	Mayor Larry Jacobsen Justin Maughan, City Manager Chad Wright, Recreation Director

Background:

Little Lambs foundation is a local charity focused on helping children in Cache Valley. The organization has requested to be put onto the Community Partnership Policy, in an effort to host a charitable fun run event later this year.

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RESOLUTION 25-28

**A RESOLUTION ADOPTING A COMMUNITY PARTNERSHIP POLICY FOR AUXILIARY
ORGANIZATIONS AND OTHERS WITH NIBLEY CITY, UTAH:
LITTLE LAMBS FOUNDATION FOR KIDS INC.**

WHEREAS, Nibley City and its citizens have opportunities to experience mutually beneficial relationships with community partners and outside organizations, and

WHEREAS, the City desires to establish a policy on how city staff support and interact with these organizations.

NOW THEREFORE, be it resolved by the Nibley City Council, as follows:

1. The attached document, entitled “Nibley City Community Partnership Policy” is adopted and incorporated by reference.
2. The policy shall become effective upon passage of the resolution.

PASSED and ADOPTED BY THE NIBLEY CITY COUNCIL THIS _____ DAY OF _____, 2025.

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

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Community Partnership Policy Nibley City Corporation

Effective Date:

Overview

Nibley City can better serve its citizens, while also supporting the larger community by partnering with organizations for a mutual benefit. Consideration should be given to all organizations interested in benefiting our community.

Policy

Whereas partnerships require an outlay of resources that are supported by tax dollars. Nibley City establishes this policy to outline the general terms, conditions, and arrangements of City support of community partners that contribute to the vision, values, goals, and priorities of Nibley City. The purpose of this policy is to outline the arrangements to expedite action and mutual support from community partners that have been evaluated and pre-approved by the Nibley City Council and staff. While some community organizations give more than they receive it is important that Nibley City offer them valued support to expand their reach and multiply the benefits to our community and the community at large.

Unique Relationships Eligible for Community Partner Status

1. Interlocal Agreements add semi Merit Level 1A Partnerships

All interlocal agreements entered into by Nibley City and other organizations merit the benefits outlined in the agreement and Level 1 partnership benefits as applicable including but not limited to:

- 1.1. The Cache County School District their schools and affiliated parent organizations, teams, and clubs
- 1.2. Thomas Edison Charter School South Campus
- 1.3. Mountain Peak Volleyball

2. Associated Government Organizations: Merit Level 1A Partnerships

- 2.1. Nibley City citizens benefit from the services of local cities, Cache County, Cache County Trails Association, Cache County Sheriff, Bear River Health Department, Bear River Association of Governments, BPAC: Bicycle and Pedestrian Advisory Committee, CVTD: Cache Valley Transit District, Utah State University including its extension services, and other State and Federal entities. cache association of mayors, Cache Waste Consortium
- 2.2. Special services that are financially supported by Nibley City by agreement including the Hyrum Senior Center, Hyrum Library, Hyrum Museum and Elite Hall, Hyrum City Fire, and the Nibley Millville Cemetery District

3. Nibley City Auxiliary Organizations: Merit Level 1A partnership benefits

Other Nibley organization that are supported by city funds include the following:

- 3.1. Nibley Parks and Recreation Advisory Committee and Friends Group, Nibley Children's Theatre, Nibley Youth Council, and Nibley Royalty, cache valley wildlife association

4. Staff Affiliated Organizations: Merit Level 1A partnership benefits

- 4.1. Associations and Organizations that staff are members of that relate to their specific job duties

5. **Other Organizations: Merit Level 1B** partnership benefits

These organizations offer a significant benefit to our community in offering service opportunities, and in expanding educational and recreational opportunities to members of our community:

5.1. The Stokes Nature Center, Nordic United, B.L.U.E Crew Service organization, [Little Lambs Foundation for Kids](#), National Wildlife Federation, Girl Scouts, and Rods Hero's

6. **Special Interest organizations and Clubs: Merit Level 2** partnership benefits

As long as these organizations allow membership to all (including Nibley residents), and they in exchange offer a community wide benefit like contributing in a Nibley City event as a presenter, or offering a community event in Nibley City, they may be considered a partner.

6.1. Cache Quilters, Cache Fiber Arts, Cache Valley Cruise-In Car Club, Cache Valley Astronomical Society, Rural Water Association of Utah, HAM Radio Operators of Nibley, Project Valor.

7. **Promotional Support Partners: Merit Level 3** partnership benefits

Many of these partners offer an educational or a recreational experience and often participate in or help to promote our events and programs. Many also provide significant prize donations for events and programs. Others offer special services to members of our community in need.

7.1. The Family Place, CAPSA: Community Abuse Prevention Services Agency, The United Way, The Boy Scouts and Cub Scouts of America, , The American West Heritage Center, Zootah Zoo, Malouf Foundation, The American Festival Chorus and Orchestra, Cache Valley Cowboy Rendezvous, Sons of the Utah Pioneers, Daughters of the Utah Pioneers. Youth recreation programs and camps affiliated with Ridgeline High School. Bridgerland Applied Technology

8. **Community Partnership Levels**

8.1. **LEVEL 1A Full Support and 1B Partial Support**

8.1.1. Financial support through the Nibley City Budget as applicable, and noted in the budget (1A Only)

8.1.2. Use of indoor and outdoor Nibley City Facilities at no charge on a first come first serve basis second only in priority to official Nibley City public meetings, staff meetings, and or city events and programs that are scheduled (1A and 1B)

8.1.3. Inclusion in the Nibley City Newsletter when appropriate (limited by available space) (1A and 1B)

8.1.4. Inclusion on the Nibley City Website if applicable if applicable and approved by the City Manager (1A and 1B)

8.1.5. Option to post to Nibley City flyer boards if space is available (when approved but shall not displace other Nibley City official notices or Nibley city flyers (1A and 1B)

8.1.6. Inclusion on the Nibley City Social Media Platforms

When content is provided to Nibley City for the post including an image file and or an option to share their social media post. (1A and 1B)

8.1.7. Event support by City Staff when approved by the City Manager and the appropriate Department Head (1A only)

8.2. **LEVEL 2 Organizational Support**

8.2.1. Use of indoor and outdoor Nibley City Facilities at no charge (deposits may apply) on a first come first serve basis second only in priority to official Nibley City public meetings, staff meetings, and or city events and programs, or Level 1A Full Support Partners or Level 1B Partial Support Partners that are scheduled, so long as the facility use is during NON-peak hours as determined by the City Manager.

8.3. **LEVEL 3 Promotional Support**

8.3.1. Inclusion on Nibley City Social Media Platforms

When content is provided to Nibley City for the post including an image file and or an option to share the partners social media post(s)

9. **Sponsorship Situations:**

Business and or other organizations may arrange to offer financial support (typically for an event or program) for the promotion of their organization at a given event or program, or through other Nibley City information sources as negotiated. **These do NOT fall under the Community**

Partnership Policy and are negotiated separately by the Nibley City Recreation Director. Financial or In-Kind Donations in exchange for facility use must be equal to or exceeding the rental cost of the facility. The terms of significant sponsorship donations over \$5000 must be approved by the Nibley City Manager prior to offering promotional services or allowing the use of facilities in exchange for the sponsorship.

10. Policy Revision Process:

It is anticipated that this policy will require revision and that the list of community partners will change and expand as our community and Cache Valley Grow. An annual review by staff and City Council is anticipated, however, in a special circumstance staff and or Mayor/City Council may request a revision to this policy for an existing or proposed community partner. A majority vote by City Council is required to update this policy.

11. Disclaimer

Any arrangement or agreement either prohibited or outlined more clearly in a Federal, State, or City law and or ordinances supersedes this policy.

12. Prohibited Partnerships: the following do NOT qualify for COMMUNITY PARTNERSHIP benefits

- 12.1.1. Political candidates or political parties for the purpose of campaigning.
- 12.1.2. Any organization political or otherwise that discriminates based on race, gender or other protected class
- 12.1.3. Any organization that supports the exclusion of those in a protected class or is for the purpose of moving forward a political agenda or cause.
- 12.1.4. Partnerships that constitute a conflict of interest for Nibley City employees or public officials.
- 12.1.5. A fundraiser for a single individual or family.
- 12.1.6. For profit businesses, except when a sponsorship arrangement or contract is created.

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Agenda Item #7

Description	Workshop: Asset Management Software
Presenter	Steve Eliason, Public Works Director
Recommendation	Seeking Council approval for the acquisition and implementation of an Asset Management Software system to improve tracking, maintenance, and long-term planning of municipal infrastructure and assets
Reviewed By	City Manager, City Engineer, Public Works Director

Background:

Municipal staff currently rely on manual processes and spreadsheets and GIS to manage assets such as roads, buildings, water systems and parks. This approach limits data accuracy, efficiency, and long-term forecasting. An Asset Management Software system would enable informed decision making, lifecycle planning as well as work order management.

Key Benefits

- Centralized data storage and real time asset tracking
- Improved preventative maintenance and work order management
- Enhanced reporting for capital planning and budgeting
- Support FEMA tracking, emergency reimbursement's

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ASSET MANAGEMENT

Nibley City Public Works



Nibley City Assets



919 Manholes
984 Water Valves
394 hydrants
2317 Water Meters
8 Playgrounds
10 Parks

18 Storm water
18 Buildings
85 miles road
1064 Inlets
2124 Signs
5.5 Miles Trails

44.5 Miles Sewer lines
63.5 Miles Water Lines
Curb gutter
Sidewalks
Trees



**Asset management will allow
Public Works to save time
promote organization
improve workflow and create
easy reporting.**

**Asset management will allow
to track specific details all in
one place.**

**Reporting is straightforward
and can be used for budget
plans and or reports for
FEMA or any other tracking
that may be needed.**



Budgeting- Capital planning



W/O- Equipment reporting

Labor

Equipment

Material

Inventory

Mapping



**Improved preventative
maintenance**

Work order management

Real time costs

Long term planning

**Emergency
reimbursements-FEMA**

**Improved budgeting
costs**



Asset Management Cost

Public Works Pkg 10,000

**Parks Management Pkg
5,000**

Storm Water Pkg 2,500

Yearly Annual Cost 17,500

Water-277.77 per month

Sewer-277.77 per month

Streets-277.77 per month

Parks-416.66 per month

Stormwater-208.33 month

Your City &

iWorQ

Working Smarter

Helping Government Agencies Streamline Their Workflow Processes Since 2001



Open Gov Asset MGMT

Subscription 46,343
Set Up 46,002

Period 2- 26-27 48,660

Period 3- 27-28 51,093

Water-766.70 month
Sewer-766.70 month
Streets-766.70 month
Parks-766.70 month
Stormwater-766.70
month

OpenGov Professional Services

Provided by OpenGov expert staff

PUBLIC SERVICE IS PERSONAL

Current users of this software

**Wellsville
Smithfield
Richmond
Providence
Tremonton
Santaquin
Garden City**

Currently 84 cities in Utah use Iworqs

QUESTIONS???

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Agenda Item #8

Description	Workshop: Code Enforcement and Software
Presenter	Levi Roberts, City Planner Evan Bigalow, Code Enforcement
Recommendation	
Reviewed By	City Manager, City Planner, Code Enforcement Officer

Background:

Nible City hired a code enforcement officer and began actively enforcing City Code about a year and a half ago. Staff would like to give an update on successes, lessons learned, and discuss a few challenges still being faced, with a few possible code change suggestions to be worked on in the future.

Staff has also been investigating a variety of software packages that would assist in better tracking, and time efficiency in enforcing Code. Staff would like to present the results of the investigation for consideration of the Council.

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Code Enforcement

Nibley City

What Is Code Enforcement?

- Code enforcement refers to the process of ensuring compliance with local government ordinances and state laws designed to protect public health, safety, and welfare. It involves preventing, detecting, investigating, and enforcing violations related to building standards, land use, business operations, and other areas



Key aspects of code enforcement include:

- **Prevention:**
 - Proactively educating residents and businesses about regulations and promoting voluntary compliance.
- **Detection:**
 - Identifying potential violations through inspections, investigations, and citizen complaints.
- **Investigation:**
 - Thoroughly examining reported violations to determine the extent and severity of the issue.
- **Enforcement:**
 - Taking appropriate actions to ensure compliance, which may include issuing warnings, fines, citations or legal actions.
- **Focus:**
 - Enforcing building codes, zoning regulations, property maintenance standards, Parking regulations and other local ordinances.

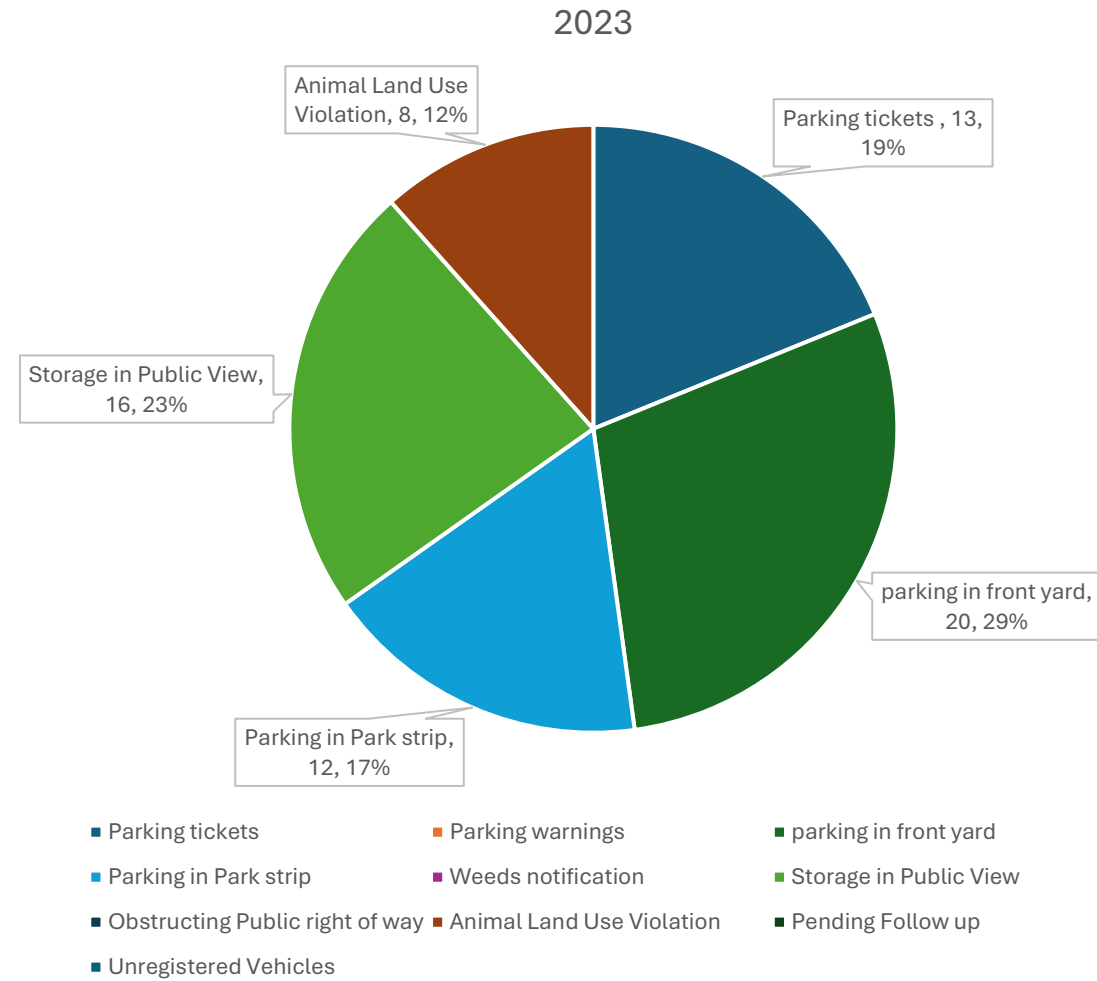
Why Code Enforcement?

- Code enforcement officers, play a crucial role in maintaining a **safe and orderly community**. They are responsible for ensuring that properties **adhere to local regulations** and for addressing issues like deteriorating homes, substandard housing, and zoning violations.
- In essence, code enforcement aims to **maintain the quality of life** in a community by ensuring that properties and businesses comply with established regulations



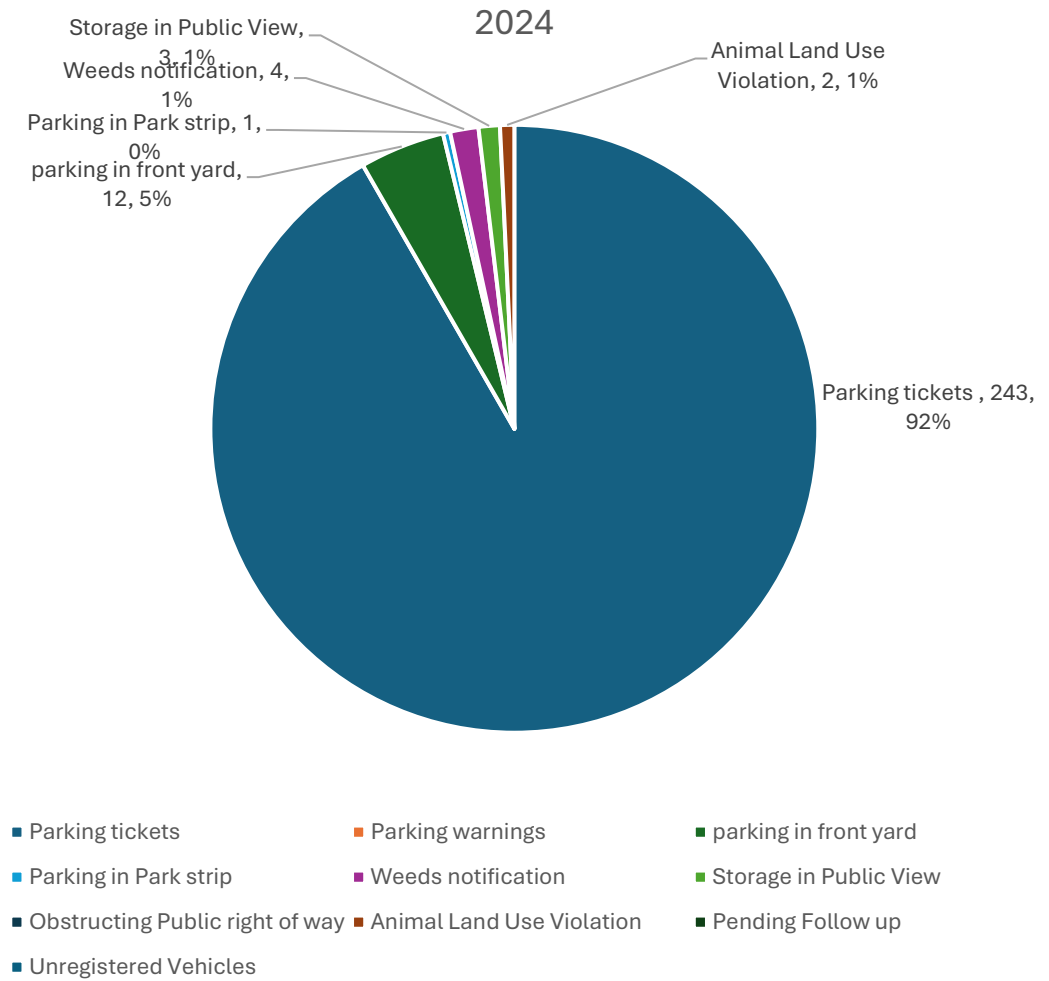
2023

These numbers are based on historical information that was available



2024

I was hired in October, 243 of these citations were written after I was hired, at this time we were not set up to do warnings

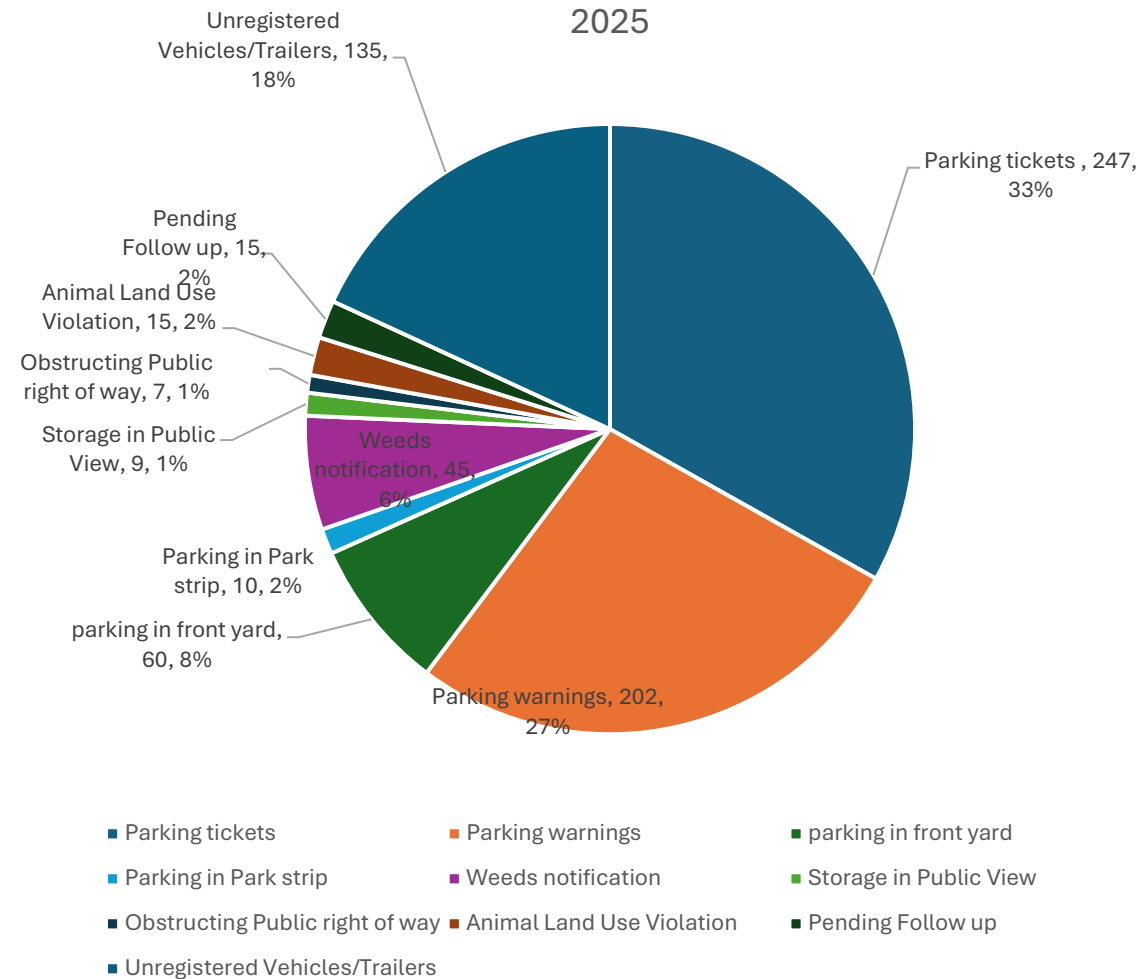


The Good The Bad and The Unresolved

Parking in the park strip along 3200 S has drastically decreased since we started to educate the citizens about the code.

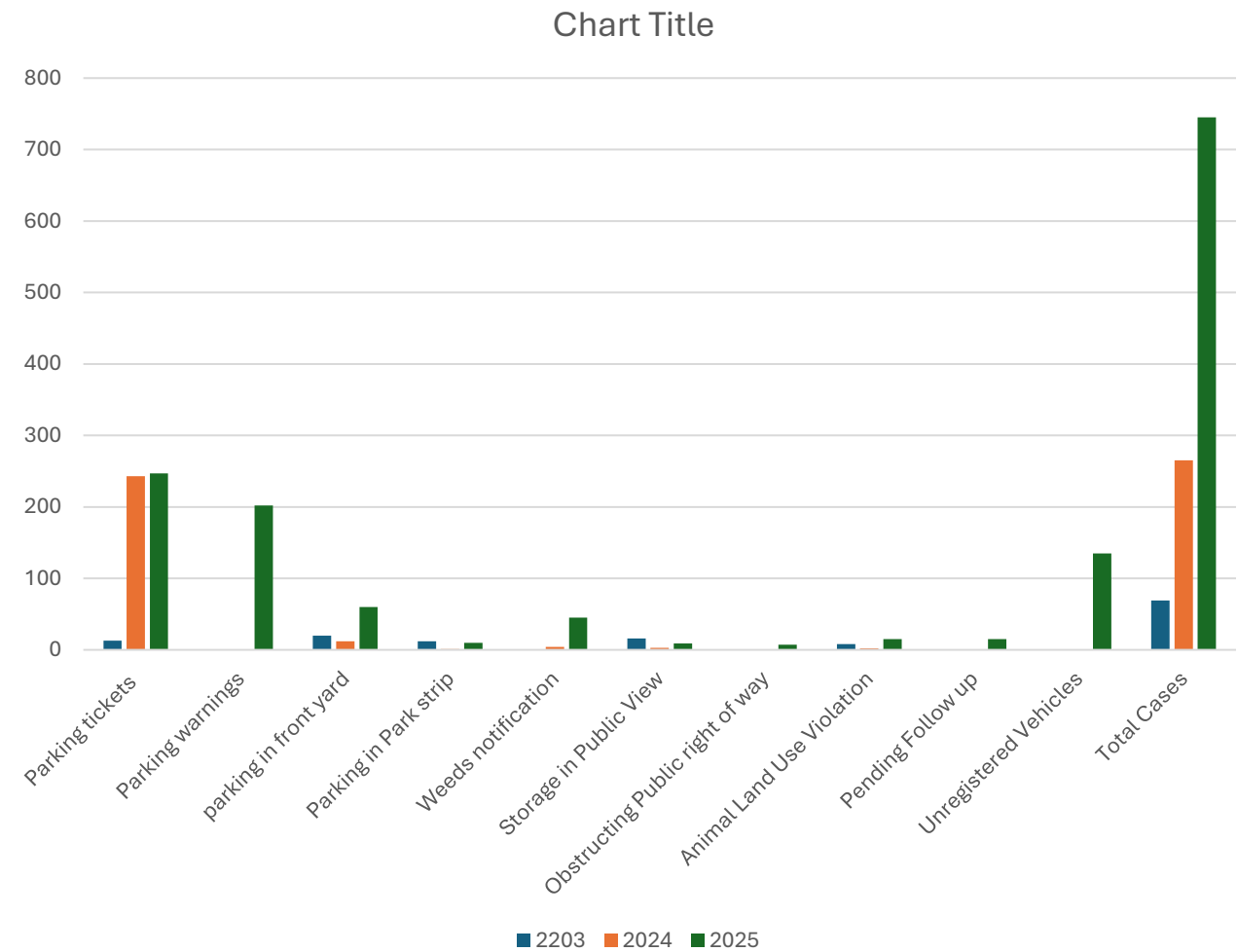
Warnings started to be given March 19/2025 and 55 tickets have been issued

Unresolved issues 61



Comparison Per Year

	2203	2024	2025
Parking tickets	13	243	247
Parking warnings			202
parking in front yard	20	12	60
Parking in Park strip	12	1	10
Weeds notification		4	45
Storage in Public View	16	3	9
Obstructing Public right of way			7
Animal Land Use Violation	8	2	15
Pending Follow up			15
Unregistered Vehicles			135
Total Cases	69	265	745



Biggest Challenges

- Parking of unregistered vehicles and trailers on the street
- Sheds and fences being installed without permits
- Late notice of violation due to mailing of warnings
- Enforcing animal land use issues
- Software for tracking and follow up

T2 Systems



275C4591.pdf

T2 Systems cost



E71C2318.pdf

Foreseen benefits of T2

- On the spot notifications
- Time management
- Improved tracking
- Up to date follow up reports & notifications
- Significant reduction of front office's need to get involved
- No loss of data
- No searching for past notifications
- No inaccurate notifications
- Easy payment
- Additional tracking of resident's complaints
- Automated payment no need to come into the city or phone in payments
- Automated collections at no cost to the city

Agenda Item #9

Description	Workshop: Pocket Parks in Nibley City
Presenter	Rod Elwood, Parks Division Manager
Recommendation	
Reviewed By	City Manager

Background:

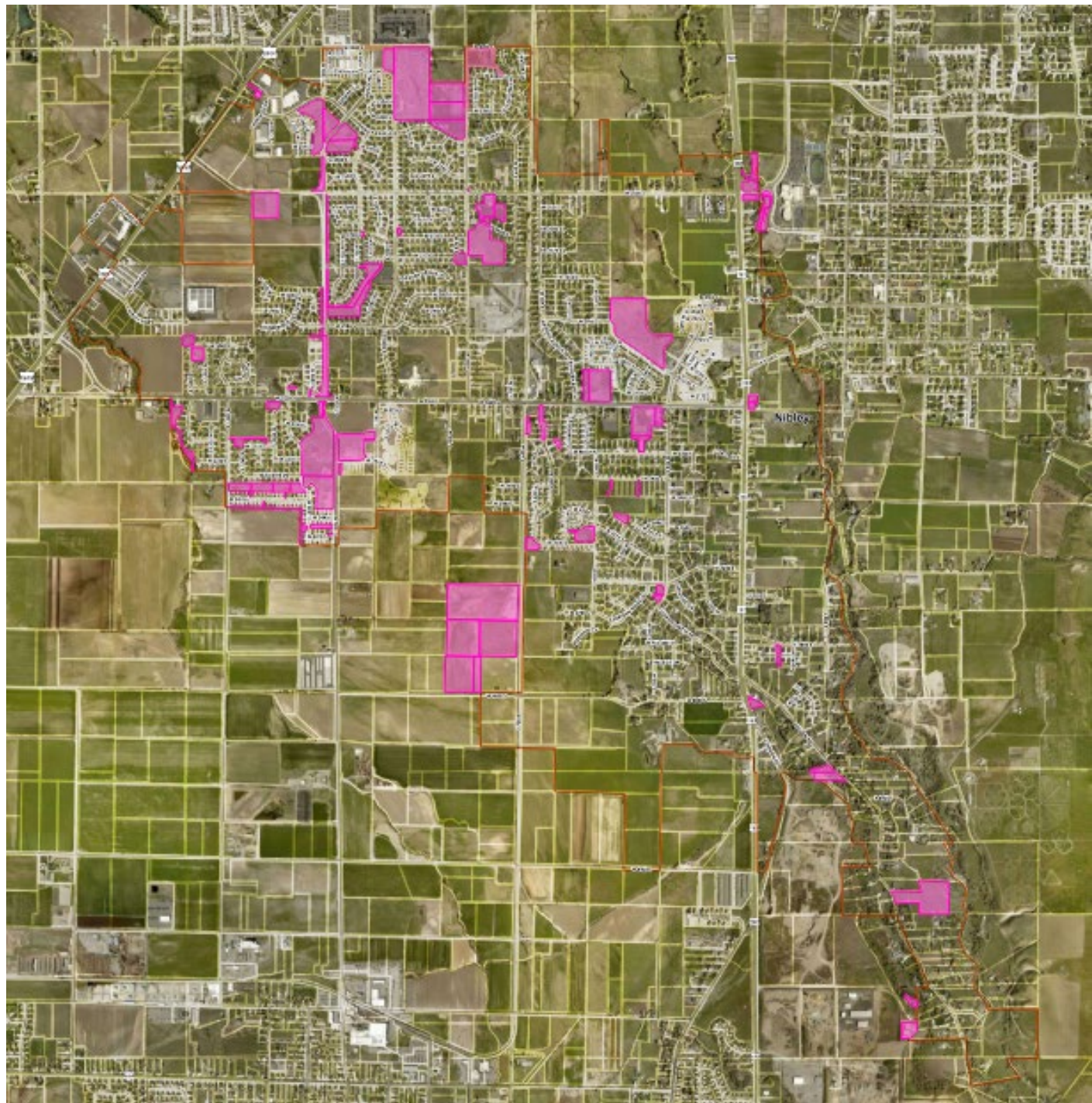
A request was made by Council Member Garret Mansell to discuss pocket parks in the City. Staff will present briefly on all the properties owned by the City and specifically point out a number of “pocket parks”, and discuss any changes in use or landscaping that they recommend.

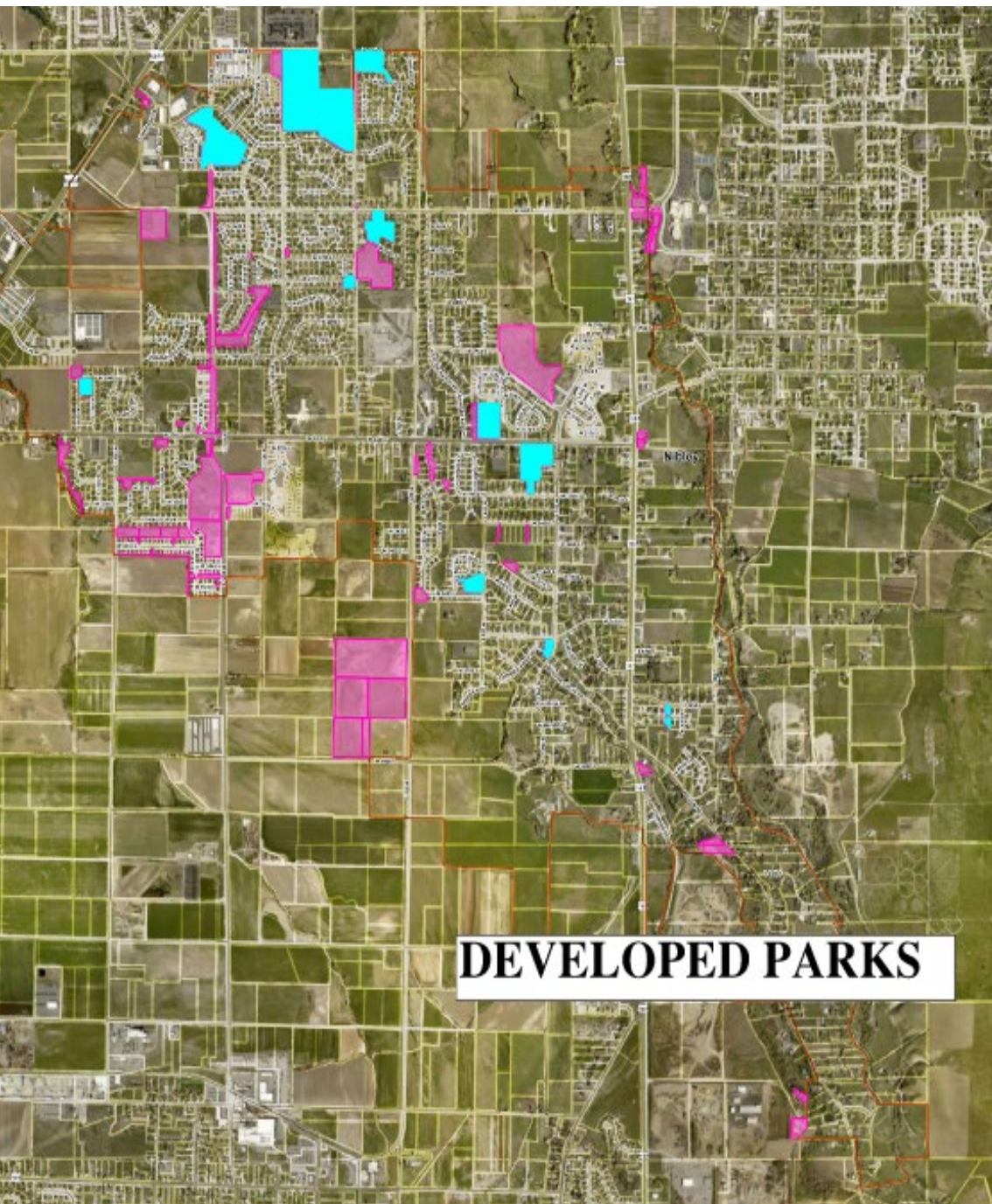
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Pocket Park Workshop

ROD ELWOOD PARKS DIVISION

AUGUST 21, 2025





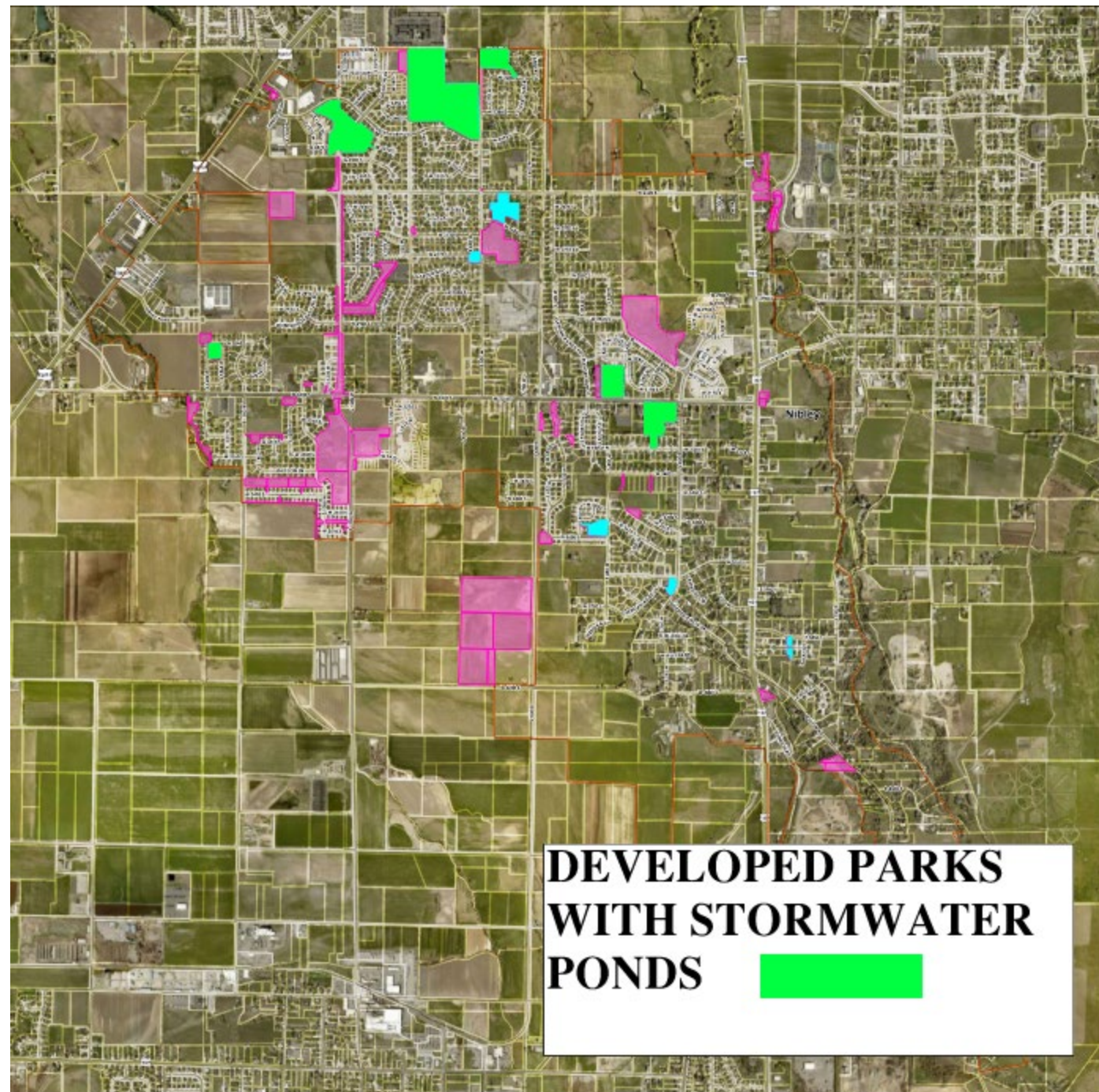
- **Developed Parks**

- **12 Developed Parks 69.66 Acres**
- **Other Areas (Park strip, Etc.) 4.2 Acres**
- **Total Acres 73.86**

Parks with Stormwater

7 of 12 Parks have Stormwater Basin Within

- Anhder Park
- City Hall
- Clear Creek Park
- **Discovery Park**
- Firefly Park
- Virgil Gibbons Heritage Park
- **Meadow View Park**



• Stormwater Basins

- 14 Locations 21.25 Acres
- 4 UDOT owned city Maintained 1.75 Acres
- Total Acres Stormwater Basin 23 Acres

STORMWATER BASINS

18.32 ACRES

Legend

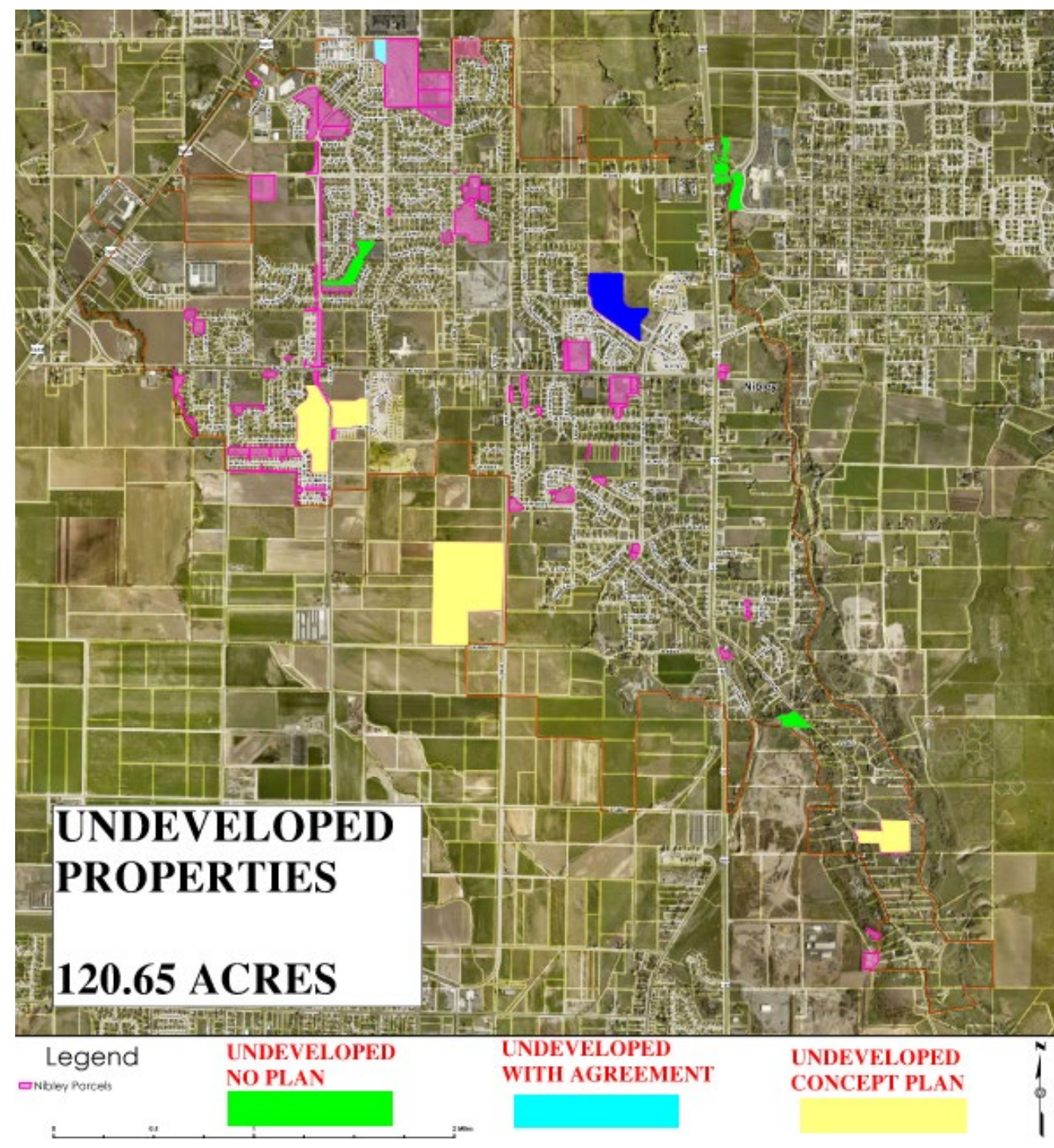
UDOT

CITY

Wiley Parks

• Undeveloped Properties

- Shovel Ready 16.82 acres
- Concept Plan 91.11 acres
- Development Agreement 1.69 acres
- No Current Plan 11.03 acres
- Total Acres 120.65



Pocket Park meaning:

Common elements of pocket parks include benches, tables, fountains, playgrounds, monuments, historic markers, art installations, barbecue pits, flower beds, community gardens, or basketball courts. Although they are often too small for many space-intensive physical activities, pocket parks provide communities with greenery, a place to sit and rest, and an ecological foothold for urban wildlife.

- Meadow Creek Park
- Shadowbrook Park
- Sheridan Park



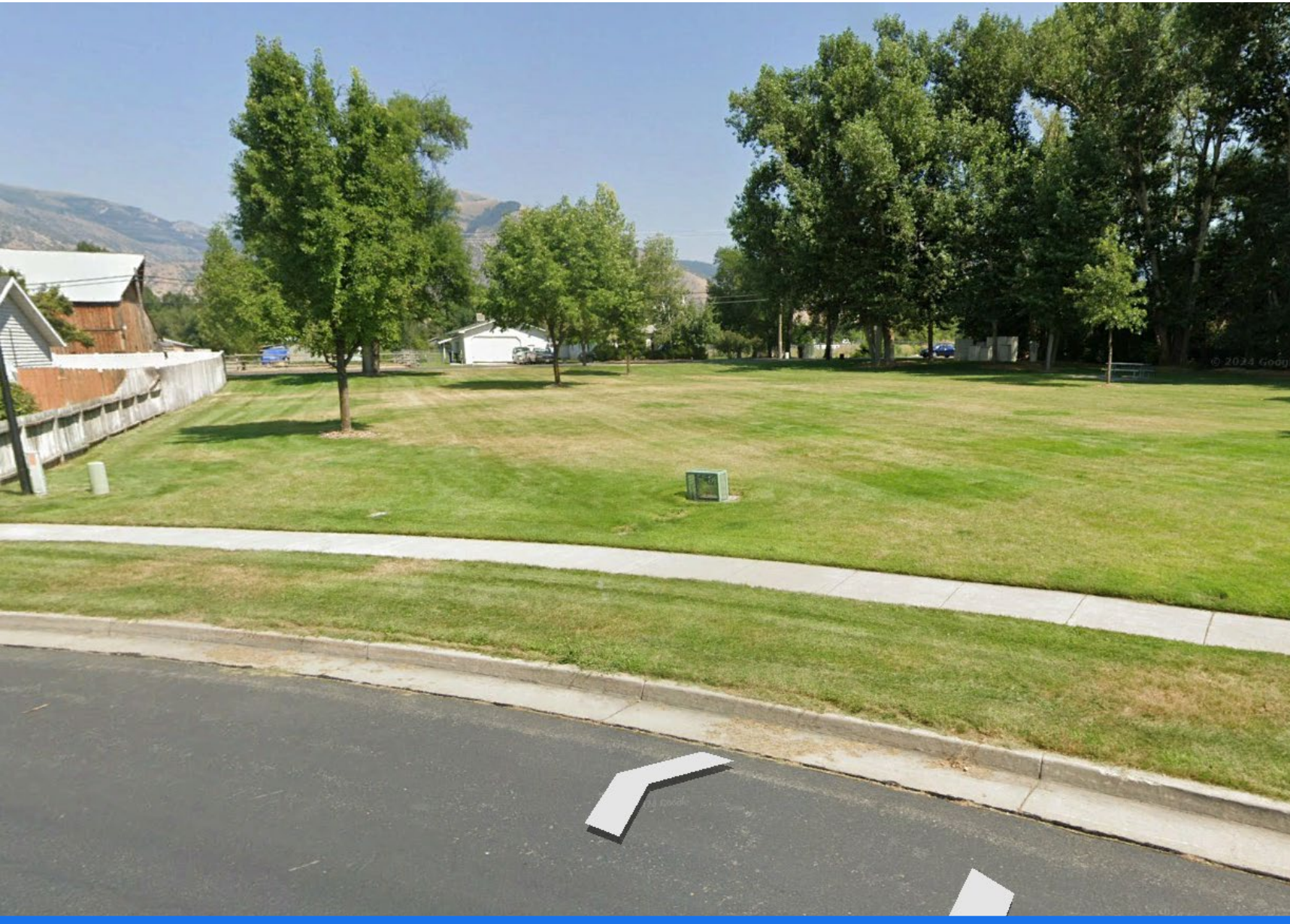
2.13 ACRES OF
POCKET PARKS



Meadow Creek

- 114 East 3880 South
- 0.49 acres
- Part of open space subdivision
- Water feature (open canal)
- Sidewalk access to 3850 south





Shadowbrook

- 800 West 2800 South
- 0.79 Acres
- Part of development
- Picnic table on concrete pad
- Birds of prey habitat (other wildlife)
- Gathering place for neighborhood kids
- Shortcut to/from 800 west

Sheridan Park (Nelson Well)

- 250 West 3650 South
- 0.85 Acres
- Designed as part of emergency overflow to canal/well
- Site of 8 Eagle projects and 2 youth group projects
- Was planned to have a small playground and small pavilion



Properties with ?

- Maple View Estates
- Zollinger Acres West
- Foxborough North
- Old Tank Site Hollow Road





•City Owns 3 house properties

- 465 West 3200 South
- 3184 South Main
- 3196 South Main

•High School Bridge Area

- Property on both sides of 2600 South Main



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Agenda Item #10

Description	Discussion and Consideration: Resolution 25-21 A Resolution Proposing the Establishment of the South Cache Recreation Special Service District to Provide Recreation Services, Calling a Public Hearing and Providing Notice Thereof and Related Matters (First Reading)
Presenter	Chad Wright, Recreation Director
Recommendation	Recommend approval of Resolution 25-21 and waive second reading.
Reviewed By	Mayor Larry Jacobsen Justin Maughan, City Manager Chad Wright, City Recreation Director Eric Johnson, City Attorney

Background:

This resolution proposes the creation of a new special service district to be named the South Cache Valley Recreation Special Service District. The district's purpose is to provide recreation services within the boundaries of Nibley City, with the option for other cities to join.

Approval of this resolution does not create the district. Instead, it formally begins the process by scheduling a public hearing for October 16, 2025, where the City Council and residents can discuss the proposal. This action allows for public input before any final decision is made on whether to formally establish the district.

A minimum of sixty days after the public hearing is required before action to create the district. With the proposed October 16, 2025, public hearing date, the soonest any action on creation of the district would be December 17, 2025.

This special service district type does not have taxing authority without a successful election but allows for the interested municipalities to join and start framing what the structure and services of the district may look like before calling an election.

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NIBLEY CITY
RESOLUTION PROPOSING SPECIAL SERVICE DISTRICT
August 21, 2025

RESOLUTION 25-21

**A RESOLUTION PROPOSING THE ESTABLISHMENT OF THE
SOUTH CACHE VALLEY RECREATION SPECIAL SERVICE
DISTRICT TO PROVIDE RECREATION SERVICES, CALLING A
PUBLIC HEARING AND PROVIDING NOTICE THEREOF AND
RELATED MATTERS**

WHEREAS, the City Council of Nibley City, Cache County has determined that the public health, convenience, and necessity require the establishment of the South Cache Valley Recreation Special Service District (the District) to provide the following services: recreation services, together with all services and functions ancillary thereto and/or necessary and proper to carry out and provide the named services within the proposed District's boundaries, pursuant to the provisions of Article XI, Section 8 of the Utah Constitution and Section 17D-1-101, *et seq.* of the Utah Code (the Act); and

WHEREAS, all of the property to be included in the District will be benefited by said District and its provision of the proposed services.

NOW THEREFORE, BE IT RESOLVED by the City Council of Nibley City, Cache County as follows:

1. The public health, convenience, and necessity require the establishment of a special service district to provide the services described herein.
2. The name of this special service district shall be the South Cache Valley Recreation Special Service District.
3. The boundaries and service area of the District shall include the incorporated boundaries of Nibley City as identified in the attached map. If additional cities desire to be part of the District, then upon adoption of a resolution by such city councils, then the incorporated areas of those cities will also be part of the proposed District.
4. The services to be provided by the District shall be the following: recreation services, together with all services and functions ancillary thereto and/or necessary and proper to carry out and provide the named services.
5. The City Council shall hold a public hearing on the proposed creation of the District on October 16, 2025, at 6:30 PM or as soon thereafter as is feasible, in the Commission Chambers of the Nibley City Building, 455 W. 3200 S., Nibley, Utah.

6. The City Council directs the City Recorder to cause to be prepared and published the notice of intention in substantially the form attached hereto as Exhibit A, to establish a special service district and call the aforementioned public hearing, which notice shall be published pursuant to the terms of the Act and shall be published once a week for four consecutive weeks, with publication occurring not fewer than five days and no more than 20 days before the date of the public hearing, as well as publication for 35 days before the date of the public hearing pursuant to Utah Code § 45-1-101.

ADOPTED, APPROVED, and ORDERED by majority vote at a duly called meeting of the City Council of Nibley City, Cache County this August 21, 2025.

Nibley City

By: _____
Mayor

ATTEST:

City Recorder

(S E A L)

EXHIBIT A

NOTICE OF INTENTION TO ESTABLISH THE SOUTH CACHE VALLEY RECREATION SPECIAL SERVICE DISTRICT

NOTICE is hereby given to all interested persons that on August 21, 2025, the City Council of Nibley City adopted a resolution declaring that the public health, convenience, and necessity require the establishment of a special service district, to be known as the South Cache Valley Recreation Special Service District (the District) to provide the following services: recreation services, together with all services and functions ancillary thereto and/or necessary and proper to carry out and provide the named services within the District's boundaries, and providing for the holding of a public hearing on the proposed establishment of the District.

In the event the District is created, then it is possible that an election may be called and if a majority of qualified electors voting at an election grant approval, then and only then, taxes may be annually levied upon all taxable property within the District. For services provided by the District, such as recreational facilities and activities, fees and charges may be imposed to pay for all or part of the services to be provided by the District. It is the intent of the City Council that the charges for services to be provided by the District will be sufficient to pay for those services.

The boundaries and service area of the proposed District are the incorporated boundaries of Nibley City, more particularly described as follows:

INSERT DESCRIPTION OF NIBLEY CITY BOUNDARIES

In the event other cities desire to be part of the proposed District and authorize such, then the boundaries of the District may include the boundaries of those cities as well.

The public hearing to determine whether the District will be created shall be held on October 16, 2025, at 6:30 in the City Council Chambers, 455 W., 3200 S., Nibley, Utah. Any interested person may protest the establishment of the District either orally at said public hearing, or in a written protest filed with the City Recorder. A protest must be in writing to preserve the protestor's ability to contest the creation of the District in court. All written protests must be filed within 60 days after the conclusion of said public hearing, and all withdrawals of a protest or cancellations of withdrawals must likewise be filed within 60 days after the conclusion of said public hearing. The City Council of Nibley City will hear all interested persons desiring to be heard and will give full consideration to all protests at the public hearing. If special accommodations are required, please call (435) 752-0431 with reasonable advance notice.

Any written protest made by an individual signing in a representative capacity on behalf of a property owner is only valid where the individual's representative capacity and the name of the owner represented by the individual are indicated on the protest signed by the individual and the

individual provides documentation accompanying the protest that reasonably substantiates the individual's representative capacity. Where property within the proposed District is owned by more than one person or entity, a majority of owners (or in the case of a joint tenancy or tenancy by the entirety, 50% of the owners) must sign the protest for the protest to be valid.

By law, the City Council may not create the District if, within 60 days after the conclusion of said public hearing, either at least twenty-five percent (25%) of registered voters within the District file protests or the owners of at least twenty-five percent (25%) of the private land area within the District, which amounts to at least fifteen percent (15%) of the value of all private real property within the District, file protests.

After the public hearing and 60-day protest period closes, the City Council will adopt a resolution either establishing the District, amending the District or abandoning the establishment of the District. A resolution approving the establishment of the District may contain any changes from the initial resolution or this notice of intention the City Council determines to be appropriate, including reduction of boundaries of the District and elimination of one or more of the types of services proposed. The boundaries of the District may not be increased nor additional types of services added, unless the City Council gives a new notice of intention and holds a new public hearing.

Any person who shall have timely filed a written protest and who is a qualified voter residing within, or owning property within, the District, may petition the district court within 30 days after the adoption of said creation resolution for a writ of review. The grounds for such a petition are limited to: (1) a claim that the petitioner's property will not be benefited by the services to be provided by the District; and (2) a claim that the procedures used to establish the District violated the law.

FAILURE TO TIMELY FILE A WRITTEN PROTEST PRECLUDES THE PROTEST FROM BEING INCLUDED IN THE 25% CALCULATION DISCUSSED ABOVE AND THE PROTESTOR FROM FILING A PETITION FOR A WRIT OF REVIEW. FAILURE TO TIMELY FILE A PETITION FOR WRIT OF REVIEW FORECLOSES ANY RIGHTS TO THEREAFTER OBJECT TO THE ESTABLISHMENT OF THE DISTRICT.

DATED August 21, 2025

/s/ Cheryl Bodily
City Recorder

EXHIBIT B

RECORD OF PROCEEDINGS

August 21, 2025

The City Council (the “Council”) of Nibley City, Cache County, Utah (the “Issuer”), met in public session at the regular meeting place of the Council in Nibley, Utah, on August 21, 2025, at the hour of 6:30 p.m., or as soon thereafter as feasible, with the following members of the Council being present:

Larry Jacobsen	Mayor
Erin Mann	Councilmember
Garrett Mansell	Councilmember
Kay Sweeten	Councilmember
Nathan Laursen	Councilmember
Norm Larsen	Councilmember

Also present:

Cheryl Bodily	City Recorder
Justin Maughan	City Manager

Absent:

which constituted all members thereof.

After the meeting had been duly called to order and after other matters not pertinent to this resolution were discussed, the foregoing resolution (the “Resolution”) was introduced in written form and fully discussed.

A motion to adopt the Resolution was then duly made by Councilmember _____ and seconded by Councilmember _____, and the Resolution was put to a vote and carried, the vote being as follows:

Those voting YEA:

Those voting NAY:

Those Abstaining:

The City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this August 21, 2025 meeting, a copy of which is attached hereto.

Upon the conclusion of all the business on the Agenda and motion duly made and carried,

the Meeting was adjourned.

EXHIBIT C-2

CERTIFICATE OF CITY RECORDER

I, Cheryl Bodily, the duly appointed and qualified City Recorder of Nibley City, Cache County, Utah (the “Issuer”), do hereby certify that the attached Resolution is a true, accurate and complete copy thereof as adopted by the City Council of the Issuer at a public meeting duly held on August 21, 2025 (the “Meeting”). The Meeting was called and noticed as required by law as is evidenced by the following Certificate of Compliance with Open Meeting Law. The persons present and the result of the vote taken at the Meeting are all as shown above. The Resolution, with all exhibits attached, was deposited in my office on August 21, 2025 and is officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this August 21, 2025.

City Recorder

(S E A L)

EXHIBIT C-3

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cheryl Bodily, the undersigned City Recorder of Nibley City, Cache County, Utah (the “Issuer”), do hereby certify, according to the records of the Issuer in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the August 21, 2025, public meeting held by the Issuer as follows:

(a) By causing a notice, in the form attached hereto (the “Meeting Notice”), to be posted at the principal office of the Issuer at least twenty-four (24) hours prior to the convening of the meeting, the Meeting Notice having continuously remained so posted and available for public inspection until the completion of the Meeting; and

(b) By causing a copy of the Meeting Notice to be posted on the City website at least twenty-four (24) hours prior to the convening of the Meeting;

(c) By causing a copy of the Meeting Notice to be posted on the Utah Public Notice Website at least twenty-four (24) hours prior to the convening of the Meeting; and

Section 2. In addition, the Notice of 2025 Annual Meeting Schedule for the Issuer was given specifying the date, time and place of the regular meetings of the City Council of the Issuer to be held during the year by causing notice to be (1) posted on _____, 202__, at the principal office of the Issuer and by causing a copy of said Notice to be (2) posted on the City’s website on _____, 202__, and by causing a copy of said Notice to be (3) posted on the Utah Public Notice Website on _____, 202__.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Issuer, this August 21, 2025.

City Recorder

(S E A L)

(Attach Meeting Notice (Agenda) and proof of posting thereof on (1) the Utah Public Notice Website, (2) City Website, and (3) at City Hall). Attach annual meeting notice and proof of posting on 1) Utah Public Notice Website, 2) City Website, and 3) at City Hall).

Agenda Item #11

Description	Discussion and Consideration: Ordinance 25-26- Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A) (Second Reading)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Approve 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
Planning Commission Recommendation	Approve Ordinance 25-26- Rezone Parcel 03-017-0019, Located at 1405 W 3200 S from Residential (R-2) to Residential (R-2A) with the condition that the rezone does not go into effect until The Fields at Nibley Subdivision has been recorded.
Reviewed By	Justin Maughan, City Manager; Tom Dickinson, City Engineer; Joel Yellowhorse, City Attorney; Levi Roberts, City Planner; Planning Commission

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.

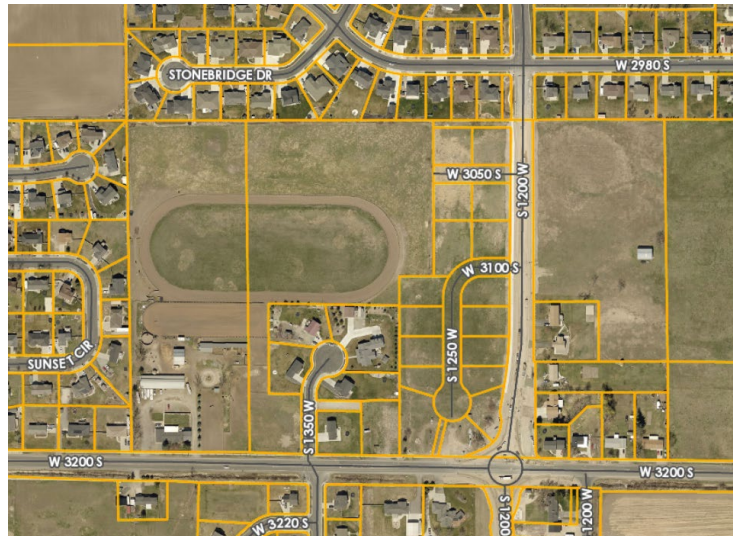
The area is surrounded by R2a zoning with the exception of one small subdivision to the south.

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.

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.

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ORDINANCE 25-26

**REZONE PARCEL 03-017-0019, LOCATED AT 1405 W 3200 S FROM RESIDENTIAL (R-2)
TO RESIDENTIAL (R-2A)**

BE IT ORDAINED BY THE NIBLEY CITY COUNCIL LOCATED AT NIBLEY, UTAH, THAT:

Parcel 03-017-0019, more particularly described below, is hereby rezoned from Residential (R-2) to Residential (R-2A).

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 S89°51'19"E along the Section line 1,326.76 feet from the West 1/4 Corner of Section 20, T11N, R1E, SLB&M; thence S89°51'19"E (plat: S89°54'58"W) along said Plat 1,026.75 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°03'24"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°51'17"E) along said Plat 972.66 feet to the point of beginning.

CONT 19.23 AC

The Rezone is conditional upon the following:

1. The property is legally subdivided as an Open Space Subdivision in accordance with Nibley City Code 21.10.020.

PASSED BY THE NIBLEY CITY COUNCIL THIS _____ day of _____, 2025.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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Application Review Status

Final-Review	Not Reviewed	11/05/2024
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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

7/11/25, 11:37 AM

Civic Review - Permit & Licensing Software

Zip Code

84321

Phone

435-764-5430

Email

joshlow@dwellrg.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 Item #12

Description	Discussion and Consideration: 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 (First Reading)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Approve 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
Planning Commission Recommendation	Approve 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
Reviewed By	Justin Maughan, City Manager; Tom Dickinson, City Engineer; Joel Yellowhorse, City Attorney; Levi Roberts, City Planner; Planning Commission

ADDITIONAL INFORMATION REQUESTED AT FIRST READING

#12.6- Stormdrain and grading plan with notes

#12.7- Offsite Stormdrain piping through Malouf to Hyrum Slough

#12.8- Water Use Calculations- Summer Use, Indoor Use, Outdoor Use, Annual Averaged per month, based on readings from meters.

#12.9- Estimate for Electrical Repairs- approx. \$23k

#12.10- Estimate for Plumbing Repairs- approx. \$50k

Traffic Study- NCC 21.06.040.6 requires a Traffic Impact Study for developments larger than 20 acres or as required by staff. Staff did not require a Traffic Impact Study because the development is less than 20 acres and has access to 2 of Nibley's arterial roads (1200W and 3200S).

Regarding the number of vehicular trips that will be generated by the development: The Institute of Transportation Engineers uses 9.52 trips per day and 0.75 to 1 trip during peak hour as guides to estimate the number of vehicular trips generated per each single family dwelling unit. Congestion is primarily analyzed using estimated trips during peak hour. Congestion is typically measured during the peak hour Peak hour trips generated from the Fields development distributed to both 1200W and 3200S would result in approximately 35 trips to each arterial roadway.

ADDITIONAL INFORMATION 7/28/2025-

Staff received a structural analysis of the existing buildings that are proposed to be dedicated to the City with the 6.40 acres of open space (see report included in Teams). There are three structures currently used for agricultural and equestrian purposes. The northmost structure is an old pole barn that is in poor condition. Restoration would be costly, and it is recommended to be demolished. The other 2 structures include a larger building on the west that consists of indoor stables used for housing horses and similar livestock, and another structure that could house smaller farm animals and that has covered open stables attached on the east. These 2 structures have several structural deficiencies that are recommended to be mitigated if they are to be used by the public. Mitigation could cost upwards of \$125,000 for structural improvements.

The Nibley Chief Building Official also performed an inspection of electrical, plumbing, and mechanical systems in the two buildings. There were several deficiencies noted in the report included in Teams. Staff did not obtain cost estimates for the work but could upon request by City Council.

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. However, the Open Space parcel dedicated to the City shall be treated as agricultural, as it relates to animal land use regulations.
- 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.

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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

WHEREAS, The Fields at Nibley Subdivision, was conditionally approved as a Open Space Subdivision on July 16, 2025 under Nibley City Code 21.10.020 (“Open Space Subdivision Ordinance”) pursuant to the Development Agreement and other approvals issued by Nibley City; and

WHEREAS, The dedication of 6.41 acres of Open Space to Nibley City will be of beneficial use to the City and its residents; and

WHEREAS, it is appropriate to allow animal land use of the property consistent with the regulations of an agricultural zone; and

WHEREAS, Developer has cooperated to address potential flooding concerns of the site;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF NIBLEY, UTAH THAT:

1. The attached Development Agreement be approved
2. The Agreement shall not take place until the Developer and City have signed the attached Agreement and said Agreement has been properly recorded as required by Nibley City Code.
3. All ordinances, resolutions and polices of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving and law, order, resolution or ordinance or part thereof.

PASSED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____ 2025

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

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WHEN RECORDED, RETURN TO:

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

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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

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~~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

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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 specify shared obligations regarding the following:

a. [INSERT PLAN SPECIFICS]

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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.

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~~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

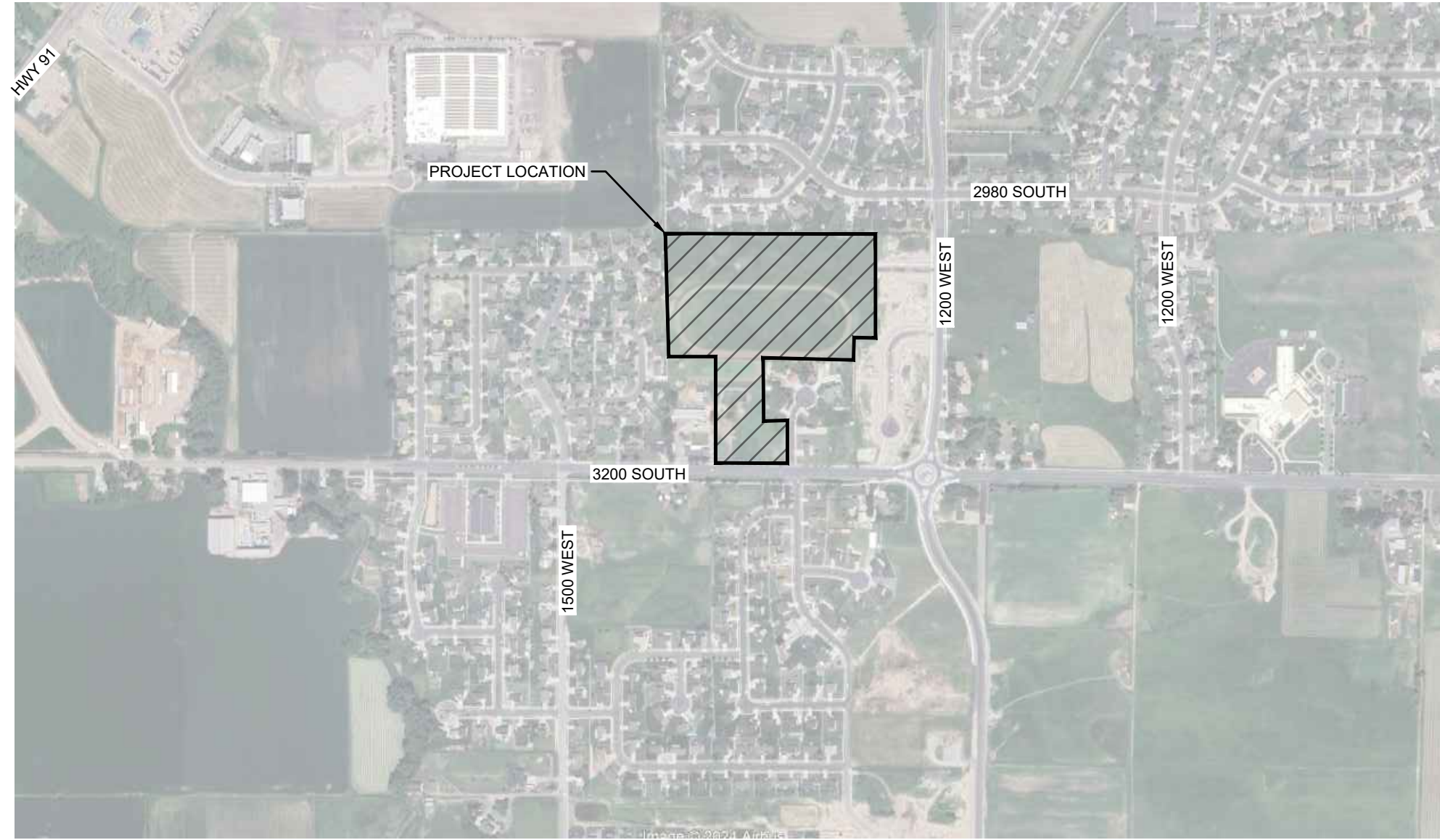
EXHIBIT B

Development Plans

[attached]

EXHIBIT C

Street Tree Cost



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 1,326.76 FEET FROM THE WEST 1/4 CORNER OF SECTION 20, T11N, R1E, S18M; THENCE S89°51'19"E (PLAT: S89°54'58"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°03'24"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°51'17"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:

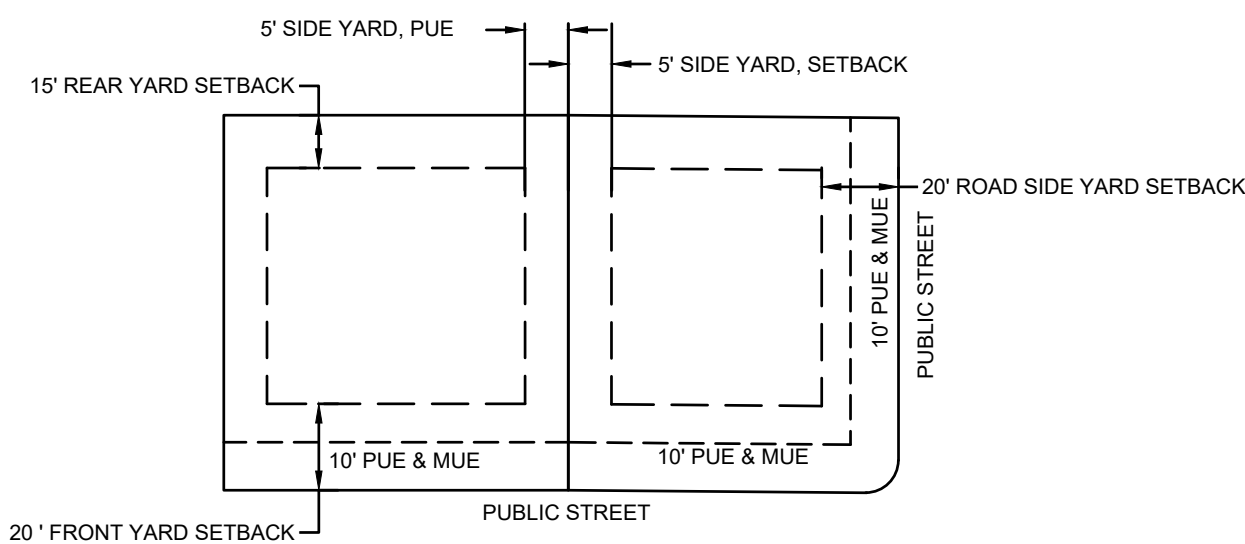
CURTIS BOWN
498 WEST 100 SOUTH
PROVIDENCE, UT 84332
E. CBOWN@CIVILSOLUTIONSGROUP.NET
P. 435-720-3761
- PROPERTY OWNER:

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

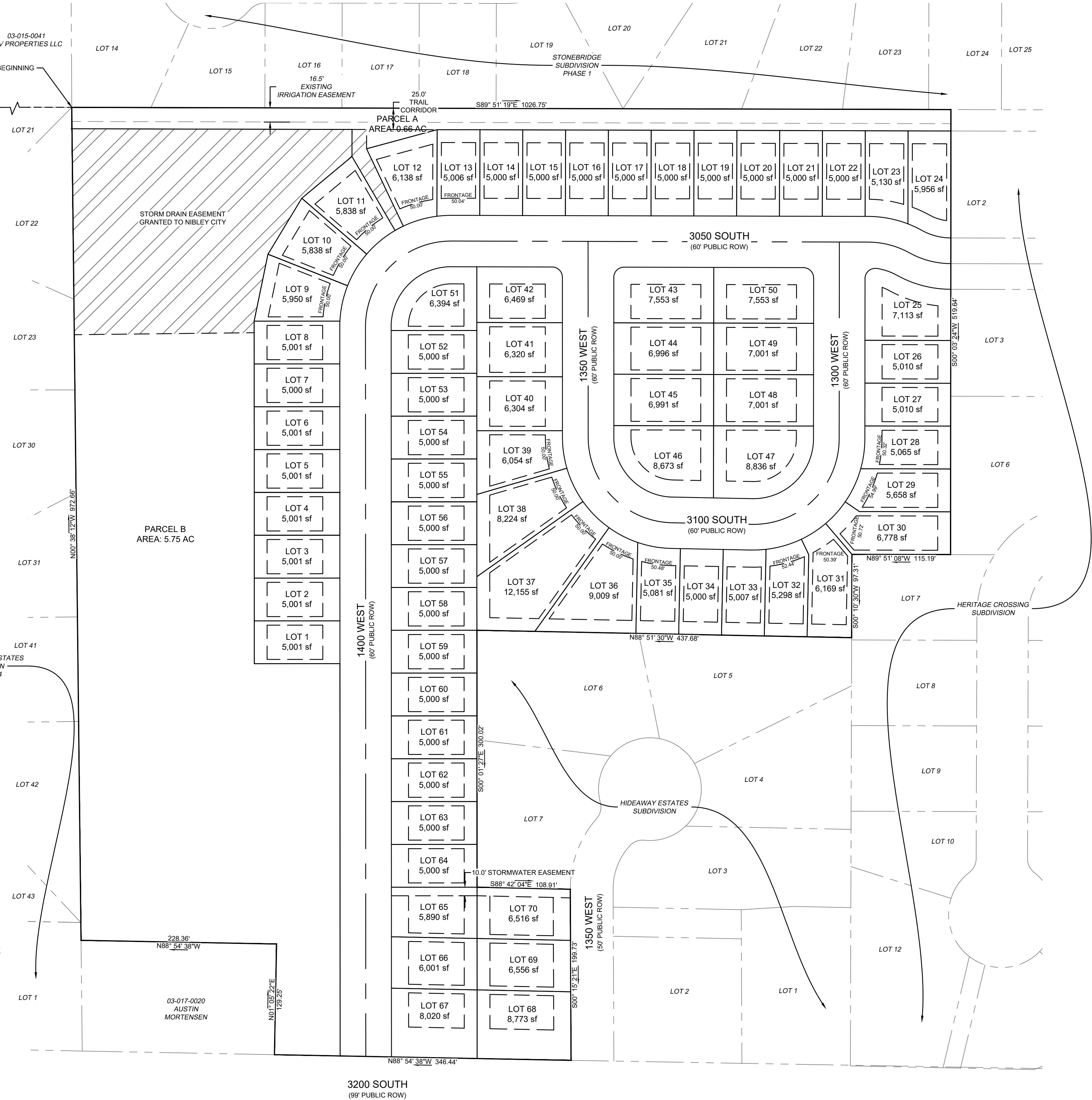
COLLEGE IRRIGATION COMPANY
GORDON ZILLES
P. 435.881.9298

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

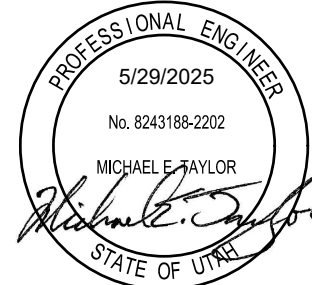


THE FIELDS AT NIBLEY

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)

293.45' N89° 51' 19" W

1300 WEST
(60' PUBLIC ROW)

229.29' S00° 20' 24" W

LOT 3

LOT 6

LOT 7

LOT 8

LOT 5

LOT 4

LOT 2

LOT 1

LOT 12

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LOT 271

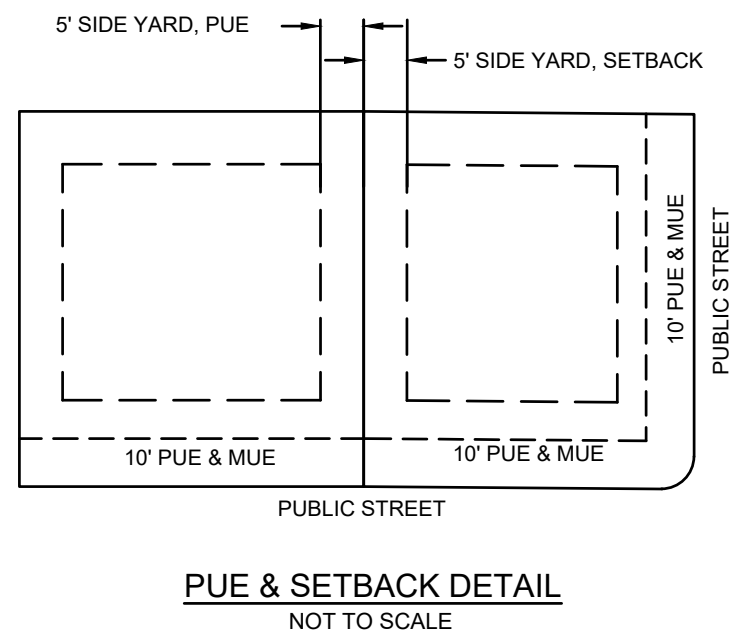
LOT 272

LOT 273

LOT 274

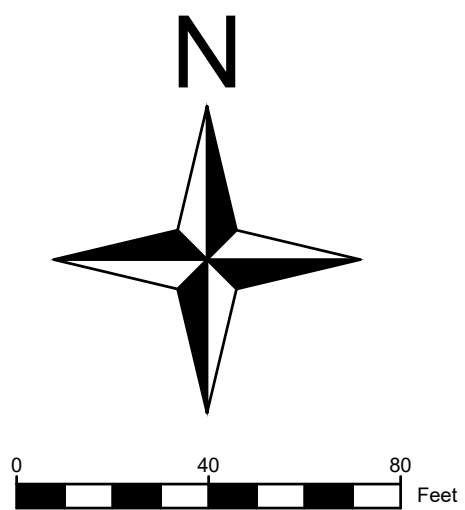


<u>LEGEND</u>	
SUBDIVISION BOUNDARY (PER LEGAL)	
PROPOSED PROPERTY LINE	
SECTION LINE	
EXISTING PROPERTY LINE	
EXISTING ROW CENTERLINE	
PROPOSED ROW CENTERLINE	
SHEET BOUNDARY	

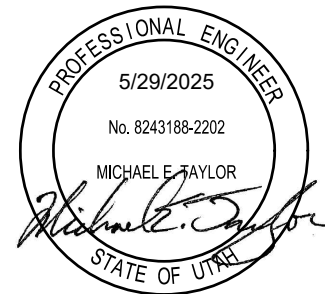


CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	700	28°33"11	35.29	S7°24'37.34 34.92
C2	1000	28°33"11	50.41	N75°24'37.34 61.73
C3	1300	28°35'33	65.01	N75°25'33" 64.94
C4	700	28°35'32	50.01	N71°23'03" 44.87
C5	1000	28°35'32	25.02	N73°34'33" 29.88
C6	1300	28°35'33	65.57	N75°25'33" 64.98
C7	1300	28°35'33	47.12	S84°53'35" 45.19
C8	1300	28°35'33	18.15	S79°34'34" 18.15
C9	1200	96°30'43	20.63	S49°18'43" 18.19
C10	1200	96°30'43	20.63	N44°03'56" 16.96
C11	1300	91°05'06	111.28	N45°35'55" 98.83
C12	1000	91°05'06	156.97	S45°35'57" 142.75
C13	1300	91°05'06	206.67	N45°35'55" 185.58
C14	1300	19°34'29	36.84	S7°03'38" 36.23
C15	1300	18°53'43	42.88	S25°04'49" 42.68
C16	1300	15°05'04	34.21	S40°04'00" 34.11
C17	1300	14°06'11	33.88	S57°04'26" 33.79
C18	1300	15°05'04	33.84	S74°02'50" 32.94
C19	1300	7°38'18	17.62	S87°20'52" 17.20
C20	700	88°50"11	106.53	S44°26'30" 97.88

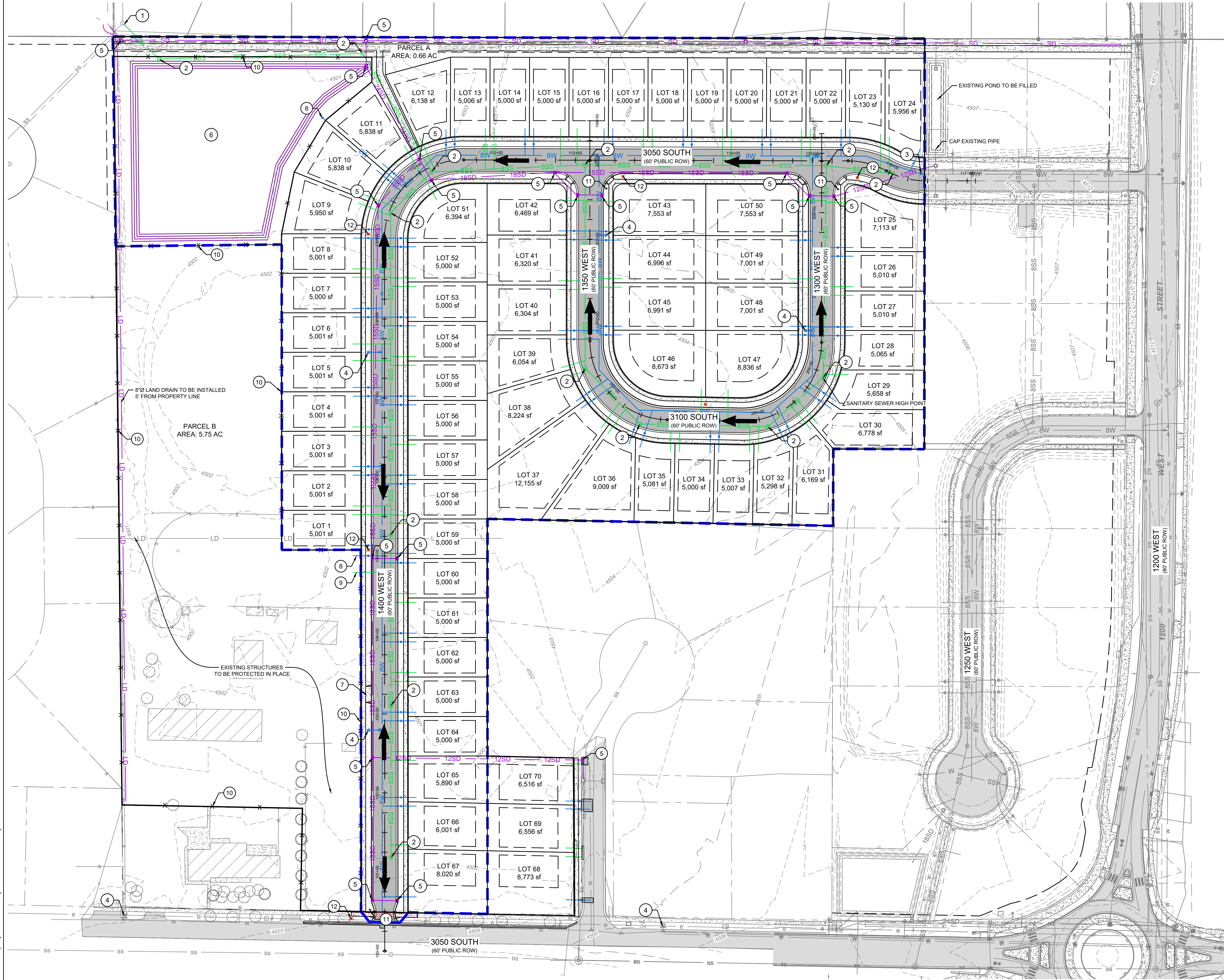
CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C21	100.00	88.9931°	155.04	N44°26'50" 139.97
C22	130.00	100.0000°	209.94	S45°00'00" 161.97
C23	130.00	17.6675°	40.34	W79°58'17" 40.10
C24	130.00	16.3911°	37.81	N62°44'54" 37.68
C26	130.00	19.0559°	43.33	N41°52'00" 43.13
C27	130.00	19.0559°	43.33	N25°48'00" 43.13
C28	130.00	16°11'38"	36.74	N07°01'18" 36.62
C29	12.00	90°11'38"	18.89	S43°03'30" 17.50
C30	12.00	88.4935°	18.81	N41°56'24" 16.95
C31	70.00	90°39'39"	11.51	S43°03'12" 99.13
C32	100.00	89°10'12"	157.78	S43°03'30" 142.83
C33	100.00	88°22'08"	152.37	S43°27'36" 141.63
C34	130.00	77.7357°	16.94	S48°24'00" 16.94
C35	130.00	13.0000°	41.16	N73°34'16" 40.98
C36	130.00	4.7475°	38.82	S62°10'57" 10.68
C37	130.00	19.0559°	43.33	N20°13'36" 43.13
C38	130.00	19.0559°	43.33	N01°08'02" 43.13
C39	130.00	18.2643°	42.46	N12°13'43" 42.27
C40	130.00	15°45'49"	47.86	N1°49'26" 47.66

[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.

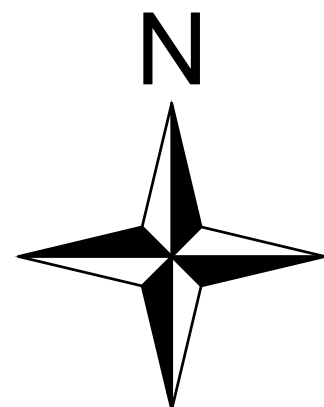
THE SITE IS TO BE GRADED TO CONVEY STORMWATER RUNOFF TO AN ABOVE GROUND STORMWATER POND LOCATED IN THE NORTHWEST CORNER OF THE SITE. THE BOTTOM OF THE POND IS TO BE SET AT OR ABOVE EXISTING GRADE. DUE TO HIGH GROUND WATER CONDITIONS, NO CUT SHALL BE PERMITTED FOR STORMWATER STORAGE. STORMWATER WILL BE 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	---



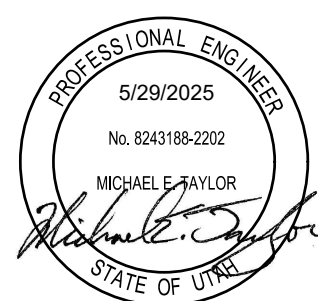
0 60 120 Feet

THE FIELDS AT NIBLEY

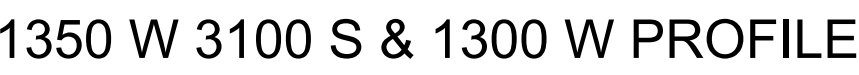
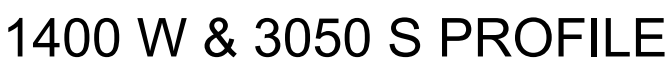
3200 SOUTH & 1350 WEST
NIBLEY, UT, 84321

MARK: DATE: DESCRIPTION:

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



PRELIMINARY
CIVIL PLAN



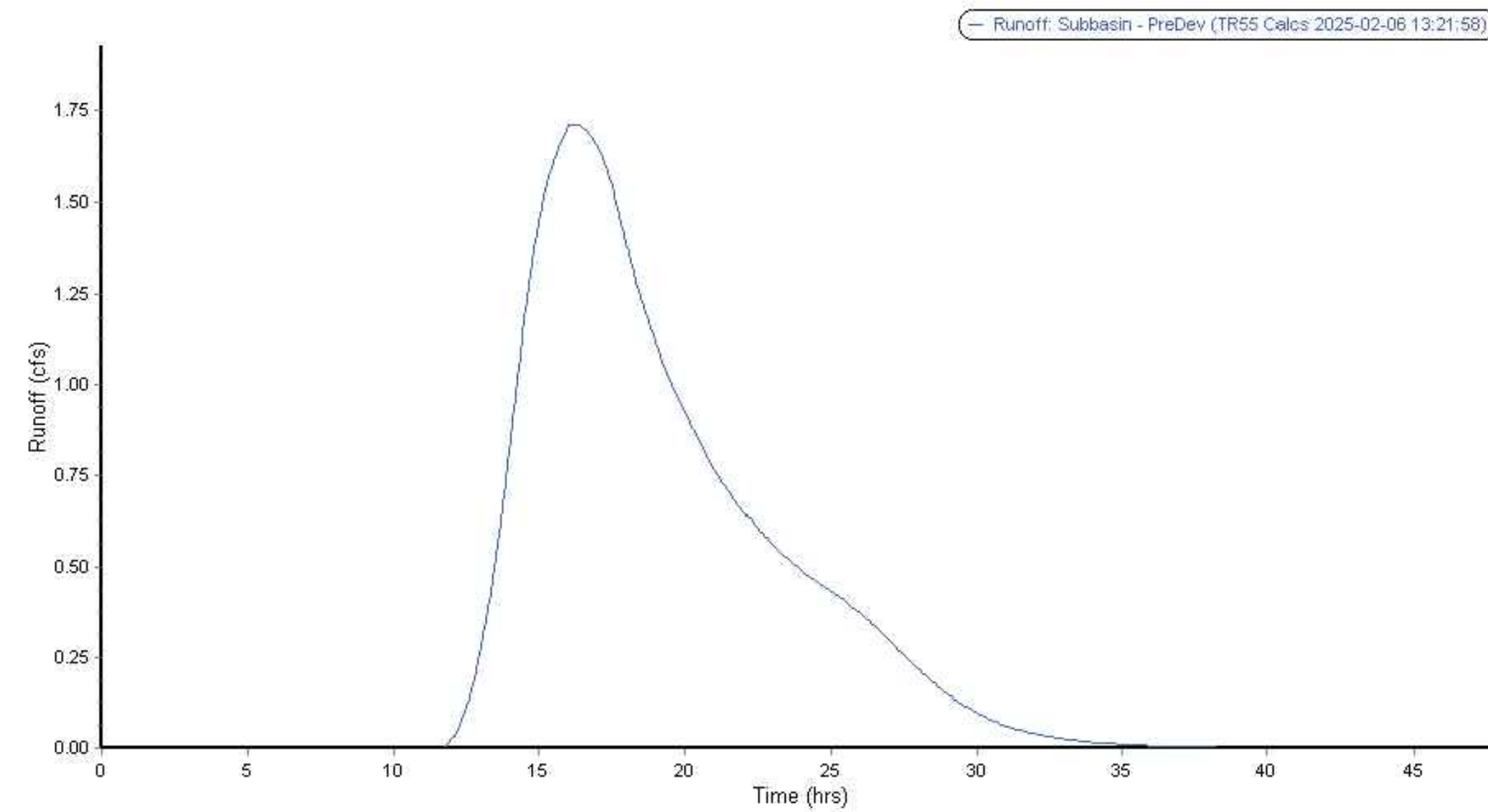
HIDDEN VALLEY
ESTATES



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



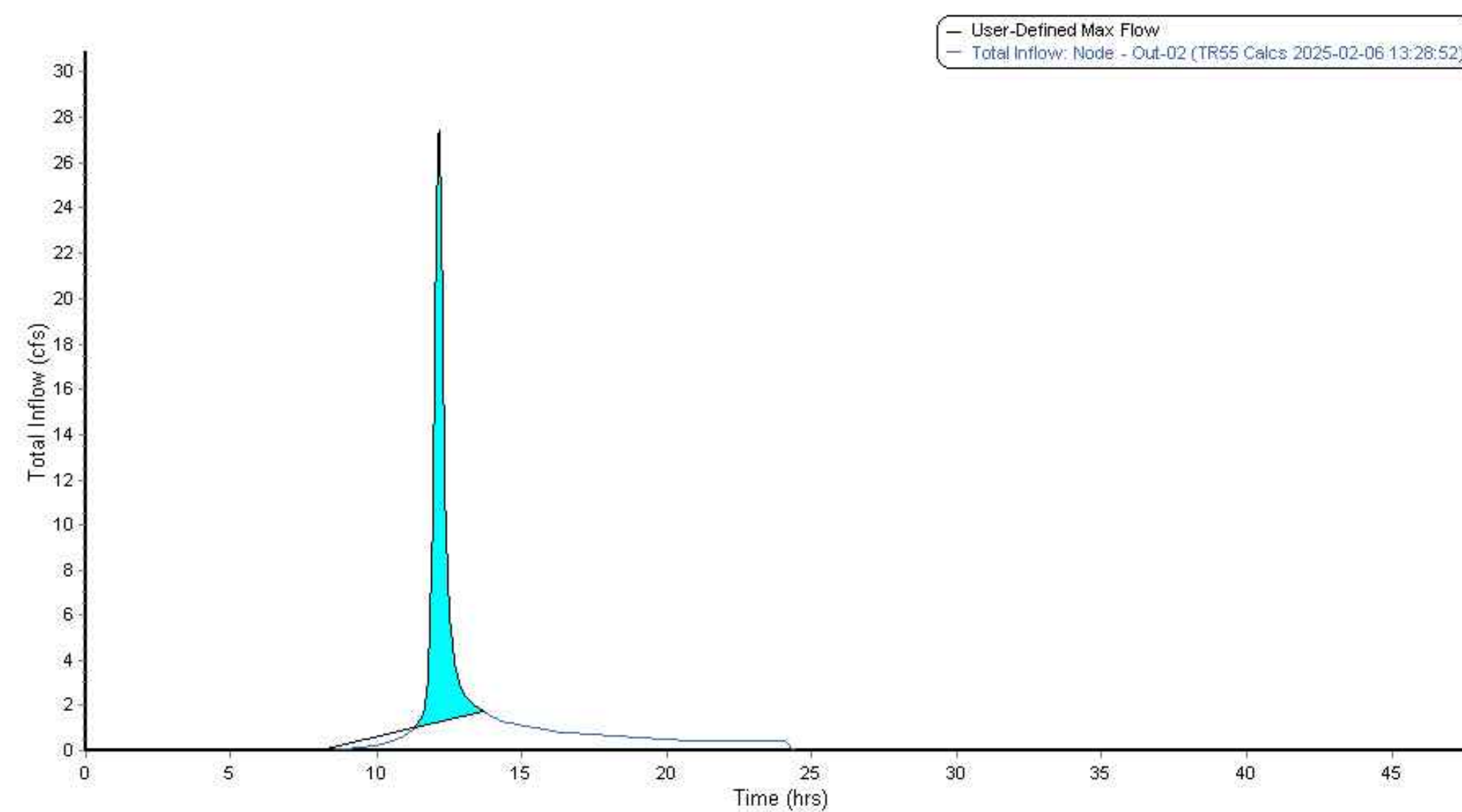
PRE-DEVELOPMENT HYDROGRAPH
SCS TR-55 METHOD



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

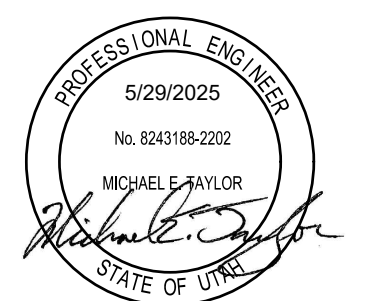
SCS TR-55 METHOD



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
	Event Mean Total Inflow (cfs) 0.49
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: 1.71	Volume of Deficit (ft³) N/A
	Total Inflow Volume (ft³) 83781.59
	Detention Storage (ft³) 42491.63

[illegible]

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



STORMWATER CALCULATIONS



July 23, 2025

Attn: Joshua Low

Dwell Realty Group
850 North 200 West
Logan, Utah 84321

The Fields – Existing Building Structural Review
1405 West 3200 South, Nibley, Utah
Cartwright Project No.: 125101

Mr. Low,

At your request, Cartwright Engineers performed a structural assessment of three single-story structures at the project noted above. The three structures are agricultural barns. We have designated the three buildings as the Southwest, Northwest and Northeast barns (see Figure 1). These buildings are being transferred from a private owner to Nibley City. The purpose of this review was to evaluate the existing structural systems, identify any structural deficiencies, and provide structural recommendations for modifications that may be required to bring the structures into compliance with current building codes. The site visits were performed on July 1st & July 3rd, 2025.

The assessment was conducted as a visual inspection only. No destructive testing, material sampling, or laboratory analysis was performed. Observations and recommendations included in this letter are based on field observations, professional engineering judgment, and applicable design standards, including but not limited to the International Building Code (IBC) and the ANSI/AWC National Design Specification (NDS) for Wood Construction. These recommendations are not meant to be a comprehensive list, but rather a broad scope of what would be required in order for the buildings to meet current building codes. It is assumed in this assessment that the buildings will be an IBC Occupancy Category II and no longer an Agricultural buildings.

Building Descriptions

The Southwest Barn (See Photos 1-6) is a tall single-story enclosed barn structure with animal stalls along the length of each wall. This barn is approximately 142' long by 40' wide. The barn consists of a high roof down the middle framed by prefabricated wood trusses at 24" on center and a low roof on each side framed with 2x8 roof joists at 24" on center. The high roof is supported by a clerestory panel system and a (3) 2x10 beam below. The exterior walls are 8" thick cast in place concrete with a similar clerestory panel system.

The Northwest Barn (See Photos 7-13) is a tall single story open structure that appears to have been used for animal stalls or hay and equipment storage. This structure is supported by prefabricated wood roof trusses at the high roof, 2x wood joists at the low roof, wood beams and wood posts.

The Northeast Barn (See Photos 14-19) is a single-story enclosed structure with an attached, open-air stalls to the east of the main building. The barn is approximately 39'x23', not including the open-air stalls. The barn roof structure consists of prefabricated wood trusses supported by a clerestory panel system over 8" cast in place concrete walls. There is an added interior room for office/storage which was created with non-bearing 8" CMU walls. The connecting stalls are constructed with 8" cast in place concrete walls and a 2x roof system. The open-air stalls will be demolished according to the proposed site plan design.

Observations & Recommendations – Southwest Barn

1. The 2x8 low roof joists spaced at 24" o.c. were found to be overstressed under current snow load requirements (See Photo 4). To address this, we recommend sistering an additional 2x8 member to each existing joist to increase capacity.
2. Simpson H2.5A connectors are currently installed at every other low roof joist, which does not meet code requirements. A Simpson H2.5A connector should be installed at each joist location (See Photo 5 & 6).
3. The existing (3) 2x10 roof beam is inadequate for current snow loads. Either additional plies should be added, or the beam should be replaced with one sized appropriately for the required span and loading (See Photo 4).
4. The prefabricated wood high roof trusses were not analyzed in this review. However, based on experience with similar older trusses, the metal gang plates are likely undersized per current standards and the truss member sizes may also be undersized. This would require additional analysis to determine. If upgrades are desired, installing plywood gussets at each truss joint using screws and sistering new members to the existing truss chords and webs may be required.
5. Simpson H2.5A connectors are currently installed at every other roof truss, which does not meet code requirements. A Simpson H2.5A connector should be installed at each truss location for proper uplift resistance.
6. The lateral force-resisting system is currently incomplete. The clerestory panel system does not provide adequate shear transfer between the high roof and low roof and between the low roof and the resisting concrete shear walls below (See Photo 3 & 5). Additional shear transfer mechanisms, such as plywood shearwall sheathing or diagonal bracing, should be installed at select wall locations to provide a continuous load path to the foundation walls. Additionally, diaphragm chord members are undersized or not present. Metal straps to complete the chord ties need to be installed. It is assumed that

the roof diaphragm is attached adequately to resist the lateral forces and transfer the loads to the shear walls. In order to confirm the proper nailing, a small section of the metal roofing would need to be removed to expose the existing roof plywood attachment. If it is determined that the attachment is not adequate, all of the metal roofing would need to be removed and replaced in order to install proper attachment.

7. The column braces are undersized and inadequately attached. These should be reinforced with new bracing of sufficient size and proper connection detailing (See Photo 4).
8. It is assumed that the foundations are conventional spread concrete footings. There were no visible signs of foundation overstress. Therefore, it is assumed that the foundations are of adequate size and performance.

Observations & Recommendations – Northwest Barn

The northwest barn has quite a few structural problems and deficiencies. The entire barn is tilted in one direction. Some of the columns have started to fall over and have little to no structural support (See Photos 9 & 11). There are several trusses with damaged members (See Photo 13). The roof joists are likely undersized for snow load design. The trusses are also likely deficient in both the metal gang plates and truss member sizes. The structure also has little lateral resistance to withstand a wind or seismic event. The foundations are also most likely inadequate for the gravity and lateral loading on the structure (See Photo 12).

The expense of repairing the structural deficiencies would be cost prohibitive. It is recommended that this barn be demolished.

Observations & Recommendations – Northeast Barn

1. The south header beam supporting the roof above the barn door is undersized. This beam should be removed and replaced with a new beam sized to meet current code loading requirements.
2. Simpson H1 connectors are installed at every other truss. A Simpson H2.5A or H1 connector should be installed at each truss location for proper uplift resistance (See Photo 19).
3. The prefabricated wood roof trusses were not analyzed in this review. However, based on experience with similar older trusses, the metal gang plates are likely undersized per current standards and the truss member sizes may also be undersized. This would require additional analysis to determine. If upgrades are desired, installing plywood

gussets at each truss joint using screws and sistering new members to the existing truss chords and webs will be required.

4. The lateral force-resisting system is currently incomplete. The clerestory panel system does not provide adequate shear transfer between the roof and the resisting concrete shear walls below (See Photo 17). Additional shear transfer mechanisms, such as plywood shearwall sheathing or diagonal bracing, should be installed at select wall locations to provide a continuous load path to the foundation walls. Additionally, diaphragm chord members are undersized or not present. Metal straps to complete the chord ties need to be installed. It is assumed that the roof diaphragm is attached adequately to resist the lateral forces and transfer the loads to the shear walls. In order to confirm the proper nailing, a small section of the metal roofing would need to be removed to expose the existing roof plywood attachment. If it is determined that the attachment is not adequate, all of the metal roofing would need to be removed and replaced in order to install proper attachment.
5. The open stalls located east of the barn are attached to a common 8" concrete wall on the north side (See Photo 16). To allow removal of these stalls, the concrete wall should be sawcut at the building corner to separate the structure from the adjacent concrete elements and not induce additional loading to the building during demolition.
6. It is assumed that the foundations are conventional spread concrete footings. There were no visible signs of foundation overstress. Therefore, it is assumed that the foundations are of adequate size and performance.

Conclusions and Recommendations

Based on our review, both the Southwest and Northeast Barns require structural upgrades to meet current building code requirements. The Northwest Barn is unsafe and should be demolished. A summary of repairs for specific items includes strengthening of roof joists and beams, truss reinforcement, addition of missing hangers, completion of lateral shear transfer systems, and bracing of support columns. These recommendations are necessary to ensure long-term structural performance and occupant safety.

The design and implementation of the repairs should be performed by a licensed structural engineer and executed by a qualified contractor experienced in retrofitting existing wood structures. During construction, hidden conditions not visible during the site visit may be revealed. Any additional structural deficiencies identified during this time should be addressed with repairs that match the recommendations and standards outlined in this report.

As requested, an estimated construction cost range for the recommended repairs noted above are the following for each barn:

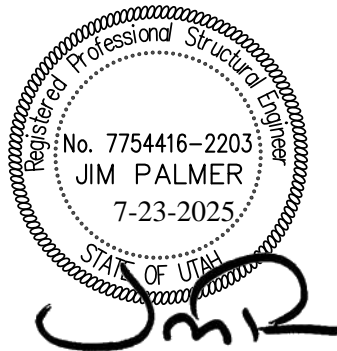
1. Southwest Barn: \$75,000 - \$105,000
2. Northeast Barn: \$15,000 - \$22,000

This report is based upon the information available at the time the report was written. Cartwright AEC reserves the right to amend and/or revise these recommendations if additional information becomes available. This report was written based upon engineering principles and judgements consistent with the standard of care for like professionals acting under similar circumstances and conditions at the time the services were performed. The recommendations are based upon a visual inspection only. No laboratory testing, sampling of materials or destructive field tests were performed for this report. This report is exclusively for the location and buildings noted and should not be used for any other site or structure.

If you have any questions or comments regarding these structural recommendations and conclusions, please contact our office at your earliest convenience.

Sincerely,
Cartwright Engineers

Jim Palmer, P.E.; S.E.



Site Photographs



Figure 1 – Aerial View of The Fields Barns



Photo 1 – Southwest Barn East Exterior Elevation



Photo 2 – Southwest Barn North Exterior Elevation



Photo 3 – Southwest Barn Roof Framing



Photo 4 – Southwest Barn Posts, Beams & Low Roof



Photo 5 – Southwest Barn Clerestory



Photo 6 – Southwest Barn Joist H2.5 Attachment



Photo 7 – Northwest Barn East Exterior Elevation



Photo 8 – Northwest Barn East Exterior Elevation



Photo 9 – Northwest Barn Slanted Post (North)



Photo 10 – Northwest Barn Roof Framing



Photo 11 – Northwest Barn Detached Post (East)



Photo 12 – Northwest Barn Foundation



Photo 13 – Northwest Barn Broken Trusses



Photo 14 – Northeast Barn South Exterior Elevation



Photo 15 – Northeast Barn South Exterior Elevation (Open-Air Stalls)



Photo 16 – Northeast Barn North Exterior Elevation



Photo 17 – Northeast Barn Interior Framing



Photo 18 – Northeast Barn Interior Framing



Photo 19 – Northeast Barn H1 Truss Attachment

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Findings of Hidden Valley Estates accessory structures

Electrical:

- Existing power for all accessory structures comes underground from meter base on existing home. This would need to be abandoned, removed and a new meter base would need to be installed on the building.
- All exposed NM cable in stable barn would need to be put in raceway or conduit.
- SJO cable that is currently wired into breaker panel in break room would need to be removed.
- Water heater would need to be rewired correctly with conduit
- Fix/secure exterior lighting fixtures.
- Rewire so that all receptacles are W.R. and G.F.C.I. protected.
- If abandoning Pole barn building, electrical would need to be disconnected/abandoned in breaker panel in stable building.

Water/Supply:

- A new water meter and service independent of the home would need to be installed.
- All freezeproof yard hydrants need to have atmospheric vacuum breakers installed to prevent backflow
- Hose bibs in break room need to have atmospheric vacuum breakers installed.
- Water heater needs to have an expansion tank installed.

Wastewater:

- Sewer line in building to be demolished needs to be abandoned.
- Camera sewer line in Stable building and shed building to verify lateral and proper connection to city's main sewer line.
- Verify floor drain in both buildings have P-traps
- Sink in break room would need to be properly plumbed into sewer/abandon pipe laid on floor
- Replumb/reconnect sewer line independently of home.

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**24-inch pipe
connects to offsite
piping to slough**

Pipe Canal

Pipes and eliminates wet pond at north end of Heritage Crossing

Land drain at west side

Regrade and add fill low areas to mitigate flooding and surface waters

Pipe retention pond and remove pump from Hideaway Estates

GENERAL NOTES:

1. ALL LOTS TO BE SERVED WITH A 4" TO SANITARY SEWER SERVICE & 8" G GULINARY WATER SERVICE
2. THE EXISTING IRRIGATION DITCH OWNED BY COLLEGE IRRIGATION COMPANY IS TO REMAIN IN THE 25' TRAIL CORRIDOR SHALL BE PROTECTED IN PLACE
3. NO SEWER MAN-HOLE WILL BE SHORTER THAN 4' FROM RIM TO INVERT IN THE PROPOSED CONDITION
4. SEE SHEET 10 FOR BOLD CIRCLED EMBLEM
5. DRIVEWAY ACCESS FROM 3200 SOUTH IS NOT PERMITTED (APPLICABLE TO LOTS 6 & 8)
6. EXISTING SERVICES SHARED BETWEEN PARCELS B AND EETING ADJACENT TO THE TRAIL CORRIDOR SHALL BE SEPARATED IN COORDINATION WITH POWER COMPANY. ELECTRICAL SERVICES FOR LANDSCAPE SPRINKLER CONTROLS WILL NEED TO BE PROVIDED SEPARATELY TO BOTH PARCELS A & B.

① CIVIL PLAN KEY NOTES:

1. POINT OF CONNECTION TO EXISTING SEWER SYSTEM
2. SANITARY SEWER MANHOLE
3. CONNECTION TO EXISTING CULINARY WATER MAIN
4. FIRE HYDRANT ASSEMBLY
5. STORMWATER STRUCTURE
6. STORMWATER POND
7. CONCRETE DRIVEWAY APPROACH
8. 2" CULINARY WATER SERVICE
9. 6" SANITARY SEWER SERVICE
10. 3-RAIL FENCE ENCOMPASSING PARCEL B
11. STOP & STREET SIGN
12. STREET LIGHT

STORMWATER NARRATIVE:

THIS SITE SHALL BE DESIGNED TO DETAIN THE STORM OF 3.02 IN. DUE TO HIGH GROUND WATER. IT IS RECOMMENDED THAT THIS SITE SHALL NOT BE AROUND STORM DRAIN INFRASTRUCTURE IS TO BE 24-HR STORM. SEE SHEET 6 FOR STORMWATER.

THE SITE IS TO BE GRADED TO CONVEY STORM ABOVE GROUND STORMWATER POND LOCATED CORNER OF THE SITE. THE BOTTOM OF THE POND ABOVE EXISTING GRADE. DUE TO HIGH GROUND CUT SHALL BE PERMITTED FOR STORMWATER. IT WILL BE RELEASED AT THE POND DEVELOPMENT (0.20 CFS/AC = 3.85 CFS) AS DETERMINED BY SITE WILL ULTIMATELY DISCHARGE INTO A MAIN LINE AS DESIGNED BY M/S ENGINEERS.

REQUIRED DETENTION STORAGE: 60,190 CF
ANTICIPATED PROVIDED DETENTION STORAGE: 42,066 CF

ANTICIPATED BOTTOM OF POND: 4501.50'
ANTICIPATED TOP OF STORAGE: 4502.90'
ANTICIPATED FREEBOARD: 4503.50'

LEGEND

PROPERTY BOUNDARY (OWN LOTS)

 PROPOSED PROPERTY LINE

 SETBACK LINE

 EXISTING PROPERTY LINE

 EXISTING ROW CENTERLINE

 PROPOSED ROW CENTERLINE

 EXISTING ASPHALT

 PROPOSED ASPHALT

 SANITARY SEWER LINE

 EXISTING FENCE

 STORM DRAIN LINE

 CULINARY WATER LINE

 VALVE

 FIRE HYDRANT

 WATER METER

 STORM WATER CATCH BASIN

 SEWER MANHOLE

 ANTICIPATED SLOPE OF FG (SEE SHEET 2)

 WATERLESS BOUNDARY

**Shallow pond
bottom set at current
grade**

civilsolutionsgroupinc



CACHE VALLEY | P: 435.213.3762
SALT LAKE | P: 801.216.3192
UTAH VALLEY | P: 801.874.1432
info@civilsolutionsgroup.net
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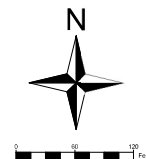
THE FIELDS AT NIBL
3200 SOUTH & 1350 WEST
MURFREESBORO, TN 37054

[illegible]

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

PRELIMINARY
CIVIL PLAN

4 OF 6



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ADDRESS	ACERAGE	SQ. FT.	WATER USAGE (
			<i>Jul-25</i>	<i>Jun-25</i>	<i>May-25</i>	<i>Apr-25</i>	<i>Mar-25</i>	<i>Feb-25</i>	<i>Jan-25</i>
	0.14	6098.4	43	18	3	3	3	3	4
	0.14	6098.4	38	29	2	4	3	3	4
	0.14	6098.4	52	18	5	2	2	2	3
	0.14	6098.4	43	36	20	7	4	5	N/A
	0.14	6098.4	39	24	13	6	5	4	6
	0.14	6098.4	41	32	25	3	4	4	5
	0.14	6098.4	22	15	4	3	2	3	3
	0.14	6098.4	19	11	7	0	1	1	2
	0.11	4791.6	23	13	7	5	3	4	2
	0.11	4791.6	19	10	8	4	3	3	5
	0.13	5662.8	40	16	3	3	3	2	4
	0.14	6098.4	42	30	25	4	2	3	3
	0.14	6098.4	84	37	17	3	3	4	5
	0.14	6098.4	23	31	8	1	1	2	1
	0.14	6098.4	38	30	10	3	3	3	4
	0.14	6098.4	21	14	19	9	1	2	3
	0.11	4791.6	23	12	6	6	4	5	4
	0.13	5662.8	29	21	10	7	6	6	7
	0.13	5662.8	34	14	5	6	6	6	9
	0.14	6098.4	15	13	10	3	N/A	N/A	N/A
	0.14	6098.4	26	17	7	N/A	N/A	N/A	N/A
	0.14	6098.4	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	0.14	6098.4	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	0.14	6098.4	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	0.14	6098.4	20	20	3	0	3	4	4
	0.14	6098.4	28	30	1	1	0	0	1
	0.14	6098.4	16	13	4	2	2	3	2
	0.14	6098.4	20	15	10	3	1	2	2
	0.14	6098.4	23	15	9	4	3	3	4
	0.14	6098.4	24	13	2	2	2	2	3
	0.14	6098.4	66	42	6	5	3	4	7
	0.14	6098.4	71	62	58	5	4	4	7
	0.14	6098.4	28	22	7	3	1	2	2
	0.14	6098.4	18	12	6	0	0	0	0
	0.14	6098.4	44	22	2	2	1	1	1
	0.14	6098.4	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	0.14	6098.4	N/A	50	12	12	4	6	5
	0.14	6098.4	16	13	3	2	2	2	2
	0.13	5662.8	36	31	10	4	2	3	4
	0.13	5662.8	22	19	8	5	4	4	6
	0.12	5227.2	17	16	1	1	1	0	2
	0.12	5227.2	29	28	20	2	2	1	2

	0.14	6098.4	23	14	8	4	2	2	2
	0.13	5662.8	19	21	4	2	1	1	3
	0.13	5662.8	38	31	26	4	4	4	8
	0.13	5662.8	78	68	54	2	3	5	5
	0.13	5662.8	35	42	40	2	4	4	N/A
	0.14	6098.4	29	23	14	5	1	1	1
	0.13	5662.8	104	57	12	0	0	0	0
	0.13	5662.8	28	26	14	1	2	1	0
	0.13	5662.8	18	13	4	2	0	1	2
	0.13	5662.8	36	20	5	2	2	2	3
	0.13	5662.8	19	15	4	2	1	1	1
AVERAGES	0.13	5876.49	33.73	24.37	11.63	3.36	2.41	2.72	3.39
			29.05					2.90	

K GAL)					
<i>Dec-24</i>	<i>Nov-24</i>	<i>Oct-24</i>	<i>Sep-24</i>	<i>Aug-24</i>	<i>Jul-24</i>
2	3	69	20	24	21
3	3	20	16	26	21
1	2	8	40	N/A	N/A
N/A	N/A	3	19	17	24
5	6	25	24	31	27
6	3	36	29	37	19
3	3	15	15	19	17
1	2	8	N/A	11	35
2	4	6	30	34	32
3	3	12	11	19	15
2	3	16	21	34	22
2	4	59	47	52	31
4	2	13	24	69	24
2	2	28	21	14	15
3	3	12	13	49	N/A
2	7	27	24	27	14
4	4	9	18	29	13
0	0	21	30	38	30
6	7	10	15	30	17
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
4	3	8	11	18	N/A
0	0	15	21	27	18
3	2	13	11	18	17
2	2	2	10	20	17
3	3	21	20	35	24
2	3	14	15	18	15
5	3	5	25	43	28
5	14	76	56	79	55
2	2	17	27	29	24
0	1	9	9	18	11
1	1	6	18	19	22
N/A	N/A	N/A	N/A	N/A	N/A
7	7	3	14	9	20
3	2	7	13	11	17
2	3	11	26	34	19
4	4	18	19	25	17
0	1	14	14	18	11
1	2	32	19	25	19

4	2	13	10	21	18
1	1	13	21	24	20
4	5	34	28	43	36
5	4	72	60	77	39
N/A	N/A	0	0	37	61
1	1	19	17	25	24
0	0	12	365	58	51
1	2	18	23	33	20
2	2	12	12	15	14
2	2	24	25	30	20
1	1	11	12	16	12
2.59	2.98	17.98	28.84	30.11	23.32

13.67 annual monthly avg

ADDRESS	ACERAGE	SQ. FT.	WATER					
			<i>Jul-25</i>	<i>Jun-25</i>	<i>May-25</i>	<i>Apr-25</i>	<i>Mar-25</i>	<i>Feb-25</i>
	0.35	15246	127	50	35	14	5	6
	0.34	14810.4	104	60	25	13	5	6
	0.34	14810.4	64	44	22	10	5	4
	0.37	16117.2	14	9	4	8	2	3
	0.36	15681.6	42	27	14	13	4	4
	0.28	12196.8	49	33	20	5	3	3
	0.37	16117.2	4	3	3	4	3	3
	0.33	14374.8	58	41	16	9	6	5
	0.28	12196.8	84	70	21	3	3	3
	0.3	13068	15	16	4	4	3	3
	0.3	13068	34	26	8	7	5	5
	0.32	13939.2	38	30	17	6	5	6
	0.35	15246	73	68	9	6	6	6
	0.25	10890	46	35	22	18	9	10
	0.25	10890	31	17	5	4	0	0
	0.25	10890	28	16	2	2	1	1
	0.26	11325.6	60	38	10	7	4	4
	0.36	15681.6	57	41	26	8	6	5
	0.22	9583.2	34	44	3	4	2	3
	0.22	9583.2	45	24	10	4	3	3
	0.22	9583.2	34	25	28	4	2	2
	0.22	9583.2	173	52	6	1	0	1
	0.22	9583.2	49	39	14	14	9	9
	0.22	9583.2	43	29	17	6	5	5
	0.32	13939.2	44	34	14	6	4	3
	0.32	13939.2	36	13	2	1	1	0
	0.32	13939.2	32	28	7	4	3	3
	0.32	13939.2	51	26	5	6	5	5
	0.32	13939.2	38	22	5	5	4	3
	0.35	15246	75	39	11	8	6	7
	0.35	15246	84	65	22	9	6	6
	0.35	15246	70	48	27	12	5	5
	0.35	15246	77	40	16	5	3	3
	0.35	15246	64	36	8	8	6	7
	0.3	13068	55	34	4	4	3	2
	0.29	12632.4	89	79	3	5	3	3
	0.29	12632.4	92	57	27	2	2	2
	0.3	13068	56	37	10	4	3	2
	0.29	12632.4	41	26	9	14	8	7
	0.29	12632.4	55	38	6	6	5	5
	0.29	12632.4	40	33	3	4	2	3
	0.29	12632.4	36	20	4	7	4	4

	0.29	12632.4	77	26	6	15	8	3
	0.23	10018.8	69	32	5	6	4	4
	0.26	11325.6	66	47	13	6	3	6
	0.25	10890	29	26	14	11	7	9
	0.24	10454.4	58	53	29	24	17	18
	0.3	13068	61	39	10	4	4	2
	0.24	10454.4	34	23	3	4	3	3
	0.34	14810.4	39	22	5	3	2	2
	0.34	14810.4	53	26	5	10	5	5
	0.34	14810.4	43	30	23	9	4	4
	0.34	14810.4	18	21	6	10	8	9
Totals			2888	1857	643	386	234	235
AVERAGES	0.30	13018.69	54.49	35.04	12.13	7.28	4.42	4.43
			44.76					

R USAGE (KGAL)

<i>Jan-25</i>	<i>Dec-24</i>	<i>Nov-24</i>	<i>Oct-24</i>	<i>Sep-24</i>	<i>Aug-24</i>	<i>Jul-24</i>
N/A	13	6	8	41	72	76
7	4	5	96	63	134	70
4	4	4	24	62	98	4
4	2	3	7	9	11	9
5	4	4	6	N/A	N/A	N/A
3	4	3	9	9	16	14
4	3	6	N/A	N/A	N/A	N/A
8	7	22	17	41	63	79
4	3	6	79	57	71	51
4	4	3	5	9	16	14
7	5	4	14	20	36	29
6	6	5	34	31	42	33
8	6	6	37	36	90	85
12	10	10	30	32	41	30
0	1	1	17	22	32	22
3	2	1	19	17	26	19
5	4	4	19	36	63	52
7	7	12	52	45	61	47
3	3	3	41	30	46	40
3	3	3	25	20	24	23
2	2	3	13	25	34	26
1	1	1	19	52	78	32
10	7	7	15	28	32	39
7	5	7	26	36	79	69
6	5	5	22	40	51	40
1	1	1	1	12	14	32
6	3	3	13	22	31	28
7	5	6	6	53	64	39
5	4	3	15	27	41	25
9	5	5	60	53	70	42
7	4	6	38	47	62	52
5	5	5	23	33	52	52
5	2	3	43	49	63	60
9	6	5	17	23	40	38
4	3	4	16	29	45	44
5	3	3	46	29	63	51
1	2	2	30	72	76	60
4	3	2	28	42	39	44
0	11	9	33	32	45	37
6	5	5	6	39	43	45
5	4	4	4	20	43	38
7	4	11	14	12	33	24

6	7	4	5	53	48	69
6	4	4	14	44	59	42
6	3	5	24	27	57	47
9	9	7	32	31	44	44
21	18	22	48	41	55	40
4	3	3	18	45	152	47
4	4	3	20	25	39	29
3	3	2	22	21	32	24
7	6	9	21	20	32	36
5	3	4	50	39	52	41
11	11	10	22	17	29	34
291	256	284	1303	1718	2639	2067
5.60	4.83	5.36	25.06	33.69	51.75	40.53
4.95						

20.34 annual monthly avg

ADDRESS	ACERAGE	SQ. FT.	WATER USAGE (
			<i>Jul-25</i>	<i>Jun-25</i>	<i>May-25</i>	<i>Apr-25</i>	<i>Mar-25</i>	<i>Feb-25</i>	<i>Jan-25</i>
	0.54	23522.4	103	89	3	4	4	3	4
	0.52	22651.2	38	23	3	4	3	3	4
	0.52	22651.2	147	104	16	11	9	6	9
	0.54	23522.4	59	30	5	4	3	3	3
	0.5	21780	82	57	1	2	1	2	1
	0.5	21780	165	104	11	9	6	5	7
	0.5	21780	81	15	10	12	9	6	8
	0.51	22215.6	129	44	3	4	3	3	3
	0.51	22215.6	30	N/A	44	17	7	4	6
	0.53	23086.8	150	145	10	11	7	8	11
	0.5	21780	6	4	5	6	4	5	9
	0.51	22215.6	62	26	3	4	3	3	4
	0.52	22651.2	106	91	13	9	6	7	15
	0.53	23086.8	95	93	11	12	9	8	12
	0.52	22651.2	63	28	10	7	9	9	6
	0.52	22651.2	106	53	20	7	4	4	7
	0.52	22651.2	106	64	12	8	6	6	8
	0.52	22651.2	115	80	4	5	4	4	5
	0.51	22215.6	29	19	4	5	3	4	7
	0.47	20473.2	76	50	13	14	12	11	14
	0.47	20473.2	112	56	12	14	10	12	14
	0.47	20473.2	42	2	2	2	2	1	3
	0.46	20037.6	96	75	1	2	2	2	2
	0.56	24393.6	119	90	25	28	21	21	26
	0.46	20037.6	88	80	9	4	4	4	4
	0.54	23522.4	23	15	13	7	7	5	8
	0.53	23086.8	65	42	15	4	2	4	4
	0.53	23086.8	81	33	12	8	2	0	13
	0.53	23086.8	23	14	6	6	4	4	6
	0.52	22651.2	76	54	11	4	2	2	4
	0.52	22651.2	93	44	15	1	0	1	0
	0.51	22215.6	44	34	9	6	4	4	5
	0.51	22215.6	75	68	5	6	5	5	5
	0.5	21780	8	7	8	9	8	6	10
	0.51	22215.6	54	21	34	59	33	22	18
	0.51	22215.6	39	16	6	7	5	5	8
	0.5	21780	40	26	16	16	15	15	21
	0.52	22651.2	15	6	7	8	5	5	7
	0.46	20037.6	64	37	9	5	3	3	5
	0.48	20908.8	75	36	5	5	5	5	8
	0.48	20908.8	55	27	7	9	5	7	8
	0.51	22215.6	74	36	7	8	7	7	9

	0.52	22651.2	102	80	25	19	15	14	18
	0.48	20908.8	76	38	4	4	2	3	5
	0.48	20908.8	101	36	3	1	2	1	1
	0.54	23522.4	62	38	4	4	3	2	4
	0.54	23522.4	73	51	4	6	3	3	5
	0.54	23522.4	131	82	3	3	2	2	3
	0.53	23086.8	93	73	20	6	5	6	6
	0.53	23086.8	6	1	1	2	1	1	2
	0.5	21780	94	43	3	3	3	3	4
	0.5	21780	141	81	19	10	7	8	10
	0.52	22651.2	41	43	10	10	6	8	10
AVERAGES	0.51	22232.04	76.02	48.15	10.02	8.32	5.89	5.57	7.53
			62.09					6.23	

K GAL)					
<i>Dec-24</i>	<i>Nov-24</i>	<i>Oct-24</i>	<i>Sep-24</i>	<i>Aug-24</i>	<i>Jul-24</i>
4	2	0	35	65	86
3	3	18	14	19	17
3	8	84	66	89	25
3	4	20	24	51	47
2	1	10	43	48	36
6	6	36	40	101	117
6	5	7	6	23	29
6	5	15	34	117	92
10	4	6	31	35	59
9	8	59	166	227	145
7	8	10	7	9	11
3	4	18	39	40	42
9	5	79	81	135	109
8	8	14	47	68	70
5	5	41	26	29	39
4	5	47	44	102	79
5	6	60	63	89	78
6	4	5	44	115	110
6	10	10	13	33	30
8	11	56	48	77	83
10	39	122	66	98	99
2	1	0	20	61	54
2	2	3	N/A	N/A	N/A
18	19	50	82	120	92
4	7	37	69	96	76
6	6	20	11	26	38
3	3	37	35	68	44
1	1	23	40	54	47
4	3	7	7	27	17
3	2	28	37	74	70
1	1	42	46	71	59
4	3	24	27	47	45
4	5	29	52	101	91
6	7	7	6	6	4
12	34	90	102	130	80
6	6	8	6	14	24
13	13	21	16	24	22
6	5	6	6	7	10
3	4	29	48	73	47
8	9	24	30	78	48
7	7	10	24	78	43
7	8	18	25	30	45

15	15	82	81	87	75
3	3	17	44	57	53
1	1	52	77	93	60
3	3	3	28	53	61
4	3	15	27	39	46
2	3	4	46	57	89
6	5	71	65	87	70
1	1	2	2	5	5
3	3	28	29	59	51
8	9	53	35	65	51
8	8	18	35	43	183
5.60	6.62	29.72	40.29	65.38	59.67

25.76 annual monthly avg

AVERAGES	ACERAGE	SQ. FT.	WATER USAGE (KGAL) JUNE/JULY								% AVG. USE KGALS/HOUSEHOLD	% AVG USE HOUSEHOLD	% INCREASE AVG.	AVG USE PER ACRE
			Jul-25	% INCREASE	Jun-25	% INCREASE	Aug-24	% INCREASE	Jul-24	% INCREASE				
	0.13	5876.49	33.73	-	24.37	-	30.11	-	23.32	-	27.88084777	100%	0%	206.669221
	0.30	13018.69	53.10	57.43%	34.75	42.59%	51.34	70.50%	39.82	70.75%	44.75153846	161%	61%	149.73684
	0.51	22232.04	76.02	125.38%	48.08	97.29%	65.38	117.14%	67.04	187.48%	64.12935414	230%	130%	125.65086

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ESTIMATE

Black Pine Electric
532 E 600 S
Hyrum, UT 84319-4907

Brockton@blackpineelectric.com
+1 (435) 535-6029
BlackPineElectric.com



Bill to
Tom Dickinson
625 West 3200 South
Nibley, UT 84321

Ship to
Tom Dickinson
625 West 3200 South
Nibley, UT 84321

Estimate details

Estimate no.: 0382
Estimate date: 08/11/2025
Expiration date: 09/11/2025

#	Product or service	Description
1.	Future Development on horse property	This bid reflects a code-compliant scope of work only, in accordance with all applicable local, state, and national electrical codes. It does not include any enhancements, upgrades, or work beyond minimum code requirements unless otherwise specified.
2.	Electrical Panels	The existing electrical panels do not meet the minimum working space clearance requirements as outlined in NEC Article 110.26. This non-compliance may present safety hazards and accessibility issues, and should be corrected to ensure full adherence to code.
3.	Water heater is east barn	The water heater is not connected in accordance with the National Electrical Code. The current installation does not meet applicable requirements for proper wiring methods, as outlined in NEC Article 422. Corrections are recommended to ensure safe operation and code compliance.
4.	Outlets in east barn	Some outlets are not readily accessible, which is a violation of NEC. Adjustments are recommended to ensure code compliance.
5.	Illuminated Sign on west barn	The existing illuminated sign is outdated and shows signs of exposure to the elements, which may compromise its safety and performance. The installation does not appear to meet current NEC requirements for weatherproofing and outdoor signage as outlined in NEC Articles 600.3 and 600.9. Evaluation and correction are recommended to ensure compliance.
6.	Metal Conduits on exterior of barns	All metal conduit installed on the exterior of the building must be fitted with raintight connectors and couplings, as required by NEC 314.15 and NEC 358.42 (for EMT).

7.	Multiple locations with exposed romex	Non-metallic sheathed cable (Romex) is exposed to weather, which is a violation of NEC 334.12(B)(4). This cable type is not approved for use in wet or damp locations.
8.	All exterior outlets	All exterior receptacles must be GFCI protected in accordance with NEC 210.8(A)(3) to ensure safety against electrical shock hazards. Installation of GFCI devices on all outdoor outlets is required for code compliance.
9.	Light fixture on west barn	The light fixture installation does not appear to comply with applicable NEC requirements. Further evaluation is recommended to identify specific deficiencies and ensure full code compliance. West barn east side fixture.
10.	All exterior metal conduit	The existing exterior conduit is installed in direct contact with the earth in multiple locations and does not meet NEC 300.5(D)(1) requirements for direct burial or corrosion protection.
11.	Multiple locations in west barn with no junction boxes	Splices have been made in non-metallic sheathed cable (Romex) without the use of approved junction boxes or enclosures. This is a violation of NEC 300.15.
12.	Romex needs to supported in both barns	Non-metallic sheathed cable (Romex) must be supported and secured in accordance with NEC 334.30. Specifically, the cable shall be secured within 12 inches of every outlet box, junction box, cabinet, or fitting, and supported at intervals not exceeding 4.5 feet throughout its run.
13.	Timer on east barn	The cover on the outdoor-rated electrical box has been modified, compromising its UL listing and weatherproof integrity. According to NEC 110.3(B) and 314.15.
14.	Rocky Mountain Power service	The new electrical service supplying power to both barns will be installed at the east barn. This price reflects only the cost associated with this installation and is provided as an estimate.
15.	Power to west barn upon installation of new service	New conduit will be installed from the newly established electrical service to refeed the existing panels. This installation will include all necessary fittings, supports, and terminations to comply with NEC requirements, ensuring safe and code-compliant power distribution to the existing panel.

		Total	\$22,710.00
Note to customer			
Please let me know if you have any questions or concerns. Thank you.		Expiry date	09/11/2025
Accepted date		Accepted by	

Holm's Plumbing Inc.
P.O. Box 453
Logan, UT 84323
holmsplumbing@live.com

Date 8/14/2025
Estimate # 12269

Name / Address
Nibley Barns 1400 W 3200 S Nibley, Ut 84321

Description	Qty	Total
Install vacuum breakers on lawn hydrants install 2 - 20 gallon electric water heaters cap off water line feeding existing plumbing - tie back on from new water meter stub sewer into barns for existing sinks move water lines that are in front of electric panel		50,000.00
Total		\$50,000.00

Thank you for choosing Holm's Plumbing We look forward to working with you.

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Agenda Item #13

Description	Discussion and Consideration: Ordinance 25-29: Development Agreement for the Apple Creek Subdivision Phase 1 First Amendment, Amending Lot 35, Creating an Additional Building Lot and Amending the Conservation Area, Including Modifications to Development and Zoning Standards (First Reading)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Approval of Ordinance 25-29: Development Agreement for the Apple Creek Subdivision Phase 1 First Amendment, Amending Lot 35, Creating an Additional Building Lot and Amending the Conservation Area, Including Modifications to Development and Zoning Standards
Planning Commission Recommendation	Approval of Ordinance 25-29: Development Agreement for the Apple Creek Subdivision Phase 1 First Amendment, Amending Lot 35, Creating an Additional Building Lot and Amending the Conservation Area, Including Modifications to Development and Zoning Standards
Reviewed By	Justin Maughan, City Manager; Tom Dickinson, City Engineer; Joel Yellowhorse, City Attorney; Levi Roberts, City Planner; Planning Commission

Background:

Shaun Dustin, authorized representative of Lesli Dustin Revocable Trust, property owner of Parcel 03-198-0035, located at 3359 S 490 W has applied for Preliminary Plat approval for the Apple Creek Subdivision Phase 1 First Amendment. The proposal constitutes both an amendment to the approved Apple Creek Subdivision and a new 2-lot Open Space 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 because the proposed agreement includes provisions which are in conflict with Nibley City Code. The proposal constitutes both an amendment to the approved Apple Creek Subdivision and a new 2-lot Open Space Subdivision, which affects Lot 35. On August 7, the Planning Commission reviewed and approved the Preliminary Plat conditional upon approval of this Development Agreement. A copy of the Preliminary Plat is included in the packet for reference.

The following terms and conditions are included in the proposed development agreement.

- Allows for modification to conservation easement recorded on the lot. This would increase the conservation area by approximately 0.67, adjusting the boundaries of the conservation area and recording a separate conservation lot. This is in conflict with NCC 21.10.020(K)(2) and the original conservation subdivision ordinance, which states that open space land may not be subject to subdivision. The applicant has expressed that the updated open space area preserves more valuable sensitive lands than the previous boundary. A copy of the sensitive
- Allows modification to frontage requirements, creating a flag lot for lot 37. This is in conflict with NCC 21.10.020(F), which requires that all lots within an Open Space Subdivision meet minimum frontages shown on lot standards chart.

ORDINANCE 25-29

**DEVELOPMENT AGREEMENT FOR THE APPLE CREEK SUBDIVISION PHASE 1
FIRST AMENDMENT, AMENDING LOT 35, CREATING AN ADDITIONAL
BUILDING LOT AND AMENDING THE CONSERVATION AREA, INCLUDING
MODIFICATIONS TO DEVELOPMENT AND ZONING STANDARDS**

WHEREAS, The Apple Creek Subdivision Phase 1 First Amendment, was conditionally approved as a Open Space Subdivision on August 7, 2025 under Nibley City Code 21.10.020 (“Open Space Subdivision Ordinance”) pursuant to the Development Agreement and other approvals issued by Nibley City; and

WHEREAS, The dedication of additional Open Space will be of beneficial use to the City and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF NIBLEY, UTAH THAT:

1. The attached Development Agreement be approved
2. The Agreement shall not take place until the Developer and City have signed the attached Agreement and said Agreement has been properly recorded as required by Nibley City Code.
3. All ordinances, resolutions and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving and law, order, resolution or ordinance or part thereof.

PASSED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____ 2025

Larry Jacobsen, Mayor

ATTEST:

Cheryl Bodily, City Recorder

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RECITALS

- A. Developer owns or otherwise has the right to develop certain property located within the City and seeks to develop the same (“**Development**”), containing approximately 2.42 acres, which property is more particularly described as:

Parcel #03-198-0035

LOT 35 OF THE APPLE CREEK SUBDIVISION, CONTAINING 2.42 ACRES MORE OR LESS PRIOR TO AMMENDMENT, AMENDED TO: EXCLUDE THE FOLLOWING: BEGINNING AT THE SOUTHEAST CORNER OF LOT 29, APPLE CREEK SUBDIVISION, THENCE NORTH 89° 02' 18" WEST 253.22 FEET TO A POINT INTERSECTING THE EAST BOUNDARY OF LOT 2, ASHBURY ESTATES SUBDIVISION, THENCE SOUTH 00° 59' 03" [WEST] 135.92 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF THE ASHBURY ESTATES SUBDIVISION, THENCE NORTH 45° 26' 48" EAST 163.74 FEET, THENCE NORTH 83° 05' 07" EAST 139.91 FEET, TO THE POINT OF BEGINNING CONTAINING 0.23 ACRES MORE OR LESS CONT 2.18 AC (CCRO) SUBJ TO ESMNT SEE ENTRY #1295182 NOTE: THE DESCRIPTION USED IN ENTRY #1333356 APPEARS TO BE IN CONFLICT WITH THE BRACKETED INFORMATION SHOWN ABOVE.

- B. The Development is part of the Apple Creek subdivision which was originally approved as a Conservation Subdivision under the old Nibley City Code.
- C. The Development remains to be developed out.
- D. Developer desires to modify the boundaries of the Open Space areas in the Development to provide additional open space to the City and clarify the boundaries between the Open Space and Developable Areas through further subdivision and amendment of the Development Plat. Developer also seeks to allow for certain exceptions to the code in the Developable Areas that would be advantageous to both the City and Developer.
- E. Since the approval of the Apple Creek subdivision the Nibley City Code has changed conservation subdivision requirements to open space subdivision requirements which new requirements are referenced herein as the current zoning under Nibley City Code 21.10.020 (“**Zoning**”).
- F. Developer has prepared an amended plat for the Development, which plat show the proposed amended lots and areas for the Development (“**Amended Plat**”), which Amended Plat is attached and incorporated herein as Exhibit A.

Commented [TD1]: The irrigation piping easements will need to be finalized and shown on the plat.

- G. The City has, determined that the approval of this Agreement with Developer, and the establishment thereby of specific requirements, elements, and aspects of the Development, some or all of which are not currently allowed under the Zoning, will result in benefits to the City and its residents that are not provided the Zoning.
- H. The Parties therefore desire to enter into this Agreement in order to provide specific requirements, elements, conditions, and standards that will govern the Development.

TERMS

1. **Compliance with Regulations.**
 - a. The Development remains subject to all terms, conditions, and requirements of the Zoning and all other applicable federal, state, county, and City laws, ordinances, codes, standards, and land use regulations applicable to the Development and to any building, improvement, landscaping, excavation, or other work required or related to the Development, including but not limited to payment of fees and compliance with design, construction, and building and fire code standards. Developer shall be subject to all land use decision. This Agreement does not grant any land use approval or land use permit, and Developer agrees to apply for all such required approvals and permits prior to commencing any work or construction.
 - b. 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 Zoning or another City-adopted ordinance, standard, or land use regulation applicable to the Development, this Agreement shall control and take precedence, but only to the extent of the express modification or direct conflict.
 - c. Nothing herein alters any current non-conforming status of the Development.
2. **Modification to Development and Zoning Standards.** Developer shall be entitled to construct, and maintain the Development in a manner substantially similar to and in substantial compliance with the following modifications to zoning, and the terms, conditions, and requirements set forth below. The express terms of this Agreement shall control and take precedence in the event of a conflict between any rule and the terms of this Agreement.
 - a. Revision of open space boundaries. Lot 35 shall be subdivided as shown in the Amended Plat in Exhibit A, which subdivision shall separate two building lots known as Lots 36, and 37, from Lot 35. The remainder of Lot 35 shall be the conservation area, also known as open space. The open space shall follow conditions listed in Exhibit C, and additionally shall be subject to the maintenance and development master plan in Exhibit D as well as any other applicable law or ordinance.
 - b. Frontage Requirements. Frontage requirements for Lot 37 in the Development shall be modified to conform to the setbacks as shown in the Amended Plat in Exhibit

Commented [TD2]: Add a term or disclaimer that places responsibility of delineation and protection of wetlands on the developer.

- A. Placement of the allowed garage shall be in accordance with the site plan in Exhibit B.
- c. Design Standards. Nibley City will allow a garage to comprise the front plane of the structure.
- a. Alternative Fire Protection Plan. For purposes of fire protection compliance, and access, the access point to Lot 37 will be treated as a Private Drive, paved to a minimum width of ~~12 ft with and overall width of~~ 20 ft of all weather surface per County fire code. Fire protection will be addressed by compliance with the requirements of City Code as administered by the Cache County Fire Marshal and by installation of automatic sprinkler systems designed and installed per International Residential Code Section R313.2 (Appendix H). A compliant sprinkler system will be installed as a condition of occupancy for any residential structures on Lot 37.
- b. Approvals. Developer shall obtain all approvals and abide by all provisions as contained in ordinance and Utah Code to subdivide or amend a subdivision plat.
3. **Reserved Legislative Powers.** The execution of this Agreement and the establishment of the vested rights shall not prevent the City, pursuant to the exercise of its legislative authority and power, to amend, enact, or repeal any provision of the Zoning or any other ordinance, specification, standard, or code, provided that no such legislative action shall reduce or eliminate the Developer's vested rights under this Agreement unless facts and circumstances are present and specifically found by the governing body of the City that meet the compelling, countervailing public interest exception to the vested rights doctrine under Utah law. Any such proposed legislative action affecting the vested rights shall be of general application to all development activity in the City.
4. **Recordation.** This Agreement, including the Development Plans, shall be recorded against title to all real property that is included in the Development prior to any further land use application, permit, or approval being sought for the Development. Developer shall ensure that there are no holders of interest that are superior in title to this Agreement, and that all interests, including but not limited to liens, mortgages, deeds of trust, and other similar instruments, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish the fact of the recordation and of the priority of this Agreement prior to receiving any further approval related to the Development.
5. **Assignment; Successors Bound.** This Agreement may be assigned and transferred by Developer. This Agreement shall run with the land and be binding on and inure to the benefit of the successors and assigns of Developer, such that any person who obtains any right, title, or interest to any portion of the Development shall be bound by the rights and obligations of this Agreement and shall be responsible for performance of Developer's obligations related to such portion in the same manner as Developer. All assignees, transferees, and successors in interest shall be bound by all terms of this Agreement applicable to Developer as though such party were named herein as Developer.

Commented [TD3]: The City cannot guarantee that the canal modifications shown in Exhibit B will be approved by the Canal company

Commented [TD4]: A note reflecting this portion of the DA shall be included on the final Plat

Commented [LR5]: Amended per Planning Commission recommendation and applicant plans and consent.

Commented [TD6]: This DA does not imply approval of Construction Drawings. Add a provision that specifies that developer will develop construction drawings for review and approval by the City and NBSF Irrigation.

6. **Modifications to Development Agreement.** Developer shall develop, construct, improve, and maintain the Development in a manner substantially similar to and in substantial compliance with all applicable laws, rules and ordinances and this Agreement and all amendments shall be signed in writing by both parties.
7. **Term.** The term of this Agreement shall commence as of the Agreement's effective date and shall continue until it is terminated, rendering the Development subject to the general zoning regulations applicable to the affected property, as set forth herein:
- a. The Agreement may be terminated due to the uncured breach or default of one of the parties hereto, subject to the provisions set forth in Section 8.
 - b. The Agreement may be terminated by the mutual agreement of the parties.
 - c. The Agreement may be terminated by the City if Developer fails to begin construction on improvements with the Development within twelve (12) months after the effective date of this Agreement, or fails to complete the construction of the Development within twenty-four (24) months after the effective date of this Agreement.
 - d. Developer may apply for an extension of the deadlines set forth in this Section from the governing body of the City, who may grant an extension, with such terms and conditions as the body finds expedient, upon a finding of good cause for the delay or extension.
8. **Default.**
- a. In the event of a breach or default of any term of this Agreement, the non-breaching party shall provide written notice to the breaching party. Such notice shall describe the alleged breach, the applicable provisions of this Agreement, and the actions necessary to remedy and cure the breach.
 - b. Within 30 days after the date of such notice, the breaching party shall either:
 - i. cure the breach and notify the non-breaching party, in writing, of the actions taken to cure the breach; or
 - ii. notify the non-breaching party, in writing, why the breach cannot be cured within 30 days and establishing a reasonable time to cure such breach, with a description of the actions to be taken by the breaching party.
 - c. In the event the breaching party does not cure the breach or default within the specified timeframes, the non-breaching party may declare this Agreement to be terminated and send written notice of such declaration to the breaching party.
9. **Severability.** Each provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provisions shall not affect the enforceability of any other provision hereof.

10. **No Waiver.** Failure of a party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise, at some future time, said right or any other right it may have hereunder, provided that this provision shall not operate to excuse Developer's non-compliance with the deadlines set forth in Section 8. No modification, waiver, or amendment to any right, term, condition, obligation, or provision of this Agreement shall be valid unless adopted through the process set forth in Section 6.

11. **Entire Agreement.**

a. This Agreement is the entire agreement between the Parties with respect to the Development and the special rights and obligations granted to and assumed by Developer related to the Development.

b. This Agreement shall supersede all prior agreements, conversations, understandings, contracts, and representations related to the Development or any term or provision of this Agreement. Neither party shall rely on or attempt to enforce any statement or representation, not contained herein, made by any person regarding the Development or Developer's rights and obligations thereto.

12. **Enforcement and Governing Law.** This Agreement may be enforced by any means available to the parties, subject to the notice and default provisions set forth in Section 8. This Agreement shall be governed by the laws of the State of Utah, and any court proceedings shall be brought in the First Judicial District Court of the State of Utah. Prior to initiating any such litigation, the parties shall first attempt to mediate or seek an advisory opinion regarding any dispute related to this Agreement through the Utah Property Rights Ombudsman's office or another qualified mediator that both parties agree upon. A party that prevails in any litigation following such mediation or opinion regarding this Agreement shall be entitled to recover their reasonable court costs and attorney fees related to the litigation.

13. **Third Parties.** This Agreement is intended for the sole benefit of the named parties thereto. No third party, except for permitted assignees, transferees, and successors-in-interest, shall have any right to enforce any of the terms or obligations herein contained.

14. **Representations.** The persons signing this Agreement on behalf of the parties represent and warrant that they have the authority and authorization to execute the Agreement on behalf of the respective party such that the party will be bound by all rights, obligations, terms, and conditions herein, and that all steps, requirements, and processes necessary for a party to approve and execute the Agreement have each been completed.

For Nibley City:

By: _____

Mayor

Date: _____

Attested by:

City Recorder

For Developer:

By: _____

Date: _____

Name: _____

Title: _____

STATE OF UTAH)

: ss

County of _____)

On the ____ day of _____, 20____, personally appeared before me, _____, the _____ of Developer, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

STATE OF UTAH)

: ss

County of _____)

On the ____ day of _____, 20____, personally appeared before me, _____, the _____ of Developer, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

Exhibit A

(See the next page)

NOTES:

1. NO STRUCTURES MAY BE BUILT WITHIN ANY PUBLIC UTILITY EASEMENT, EXCEPT AS APPROVED BY THE CITY ENGINEER.
2. ALL EXPENSES INVOLVING THE NECESSARY IMPROVEMENTS OR EXTENSIONS FOR SANITARY SEWER SYSTEMS, GAS SERVICE, ELECTRICAL SERVICE, GRADING AND LANDSCAPING, STORM DRAIN SYSTEMS, CURB AND GUTTERS, FIRE HYDRANTS, PAVEMENT, SIDEWALKS, STREET LIGHTING AND SIGNING AND OTHER IMPROVEMENTS SHALL BE FINANCED BY SUBDIVIDER.
3. SETBACKS ARE NOT SHOWN. ALL BUILDINGS SHALL BE SUBJECT TO SETBACKS REQUIRED BY CITY CODES IN EFFECT WHEN PERMITS ARE ISSUED.
4. 10' PUBLIC UTILITY EASEMENTS SHALL START AT THE EDGE OF THE SIDEWALK EASEMENT.
5. THIS PROPERTY IS LOCATED IN THE VICINITY OF PROPERTY THAT IS USED FOR AGRICULTURAL PURPOSES. IT MAY BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY OR MAY NOT IN THE FUTURE BE CONDUCTED IN THIS AREA AND THAT SUCH USES ARE PREVIOUSLY EXISTING USES. AGRICULTURAL USES AND SITUATIONS MUST BE SOUND AGRICULTURAL PRACTICES AND NOT BEAR A DIRECT THREAT TO THE PUBLIC HEALTH AND SAFETY.
6. AREAS IN NIBLEY HAVE GROUNDWATER PROBLEMS DUE TO THE VARYING DEPTH OF A WATER TABLE. THE CITY'S APPROVAL OF A FINAL PLAT, BUILDING PERMIT OR CONSTRUCTION PLANS DOES NOT CONSTITUTE A REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION OR LOCATION WOULD SOLVE SUBSURFACE OR GROUNDWATER PROBLEMS. IN ADDITION, CONCERNS FOR BUILDING ELEVATION AND/OR GRADING AND DRAINAGE ARE UNIQUE TO EACH BUILDING SITE, REMAIN SOLELY WITH THE BUILDING PERMIT APPLICATION, PROPERTY OWNER AND/OR CONTRACTOR. NIBLEY CITY IS NOT RESPONSIBLE FOR ANY SUBSURFACE OR GROUNDWATER PROBLEMS WHICH MAY OCCUR, NOR FOR SUCH CONCERNS INCLUDING, BUT NOT LIMITED TO, BUILDING LOCATION AND/OR ELEVATION, SITE GRADING AND DRAINAGE.
7. A 6' SIDEWALK EASEMENT IS INCLUDED ON BOTH SIDES OF THE DEDICATED RIGHT-OF-WAY FOR INSTALLATION AND MAINTENANCE OF THE SIDEWALK.
8. LOT 35 IS A CONSERVANCY LOT AND IS NON-BUILDABLE. THIS LOT IS SUBJECT TO OPEN SPACE DESIGNATION AS STATED ON THIS PLAT AND THE APPLE CREEK SUBDIVISION CONSERVATION SUBDIVISION LAND MAINTENANCE PLAN.
9. ALL DRIVEWAYS SHALL BE LIMITED TO A MAXIMUM WIDTH OF 30'.
10. STREET TREES MUST BE INSTALLED PER REQUIREMENTS OF NIBLEY CITY CODE BEFORE A BUILDING PERMIT WILL BE ISSUED.
11. WETLAND AREAS SHOWN WERE ESTABLISHED FROM DATA OBTAINED FROM CACHE COUNTY GIS.
12. FEMA FLOOD ZONE AREAS SHOWN WERE ESTABLISHED FROM DATA OBTAINED FROM THE FEMA FLOOD MAPPING SERVICE. (FIRM NO. 49005C0390D WITH EFFECTIVE DATE OF 5/9/2023)
13. EXISTING TOP OF BANK DITCH LINES ARE SHOWN FOR REFERENCE ONLY. POSSIBLE EXISTING USE AND ACCESS EASEMENTS MAY EXIST ON RECORD.
14. SETBACKS ARE:
FRONT = 30'
REAR = 30'
SIDE = 10'

POWER NOTE:

1. PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
 2. PURSUANT TO UTAH CODE ANN. 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE P.U.E. AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
(1) A RECORDED EASEMENT OR RIGHT-OF-WAY;
(2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS;
(3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES
- OR
- (4) ANY OTHER PROVISION OF LAW.

APPROVED BY THE ROCKY MOUNTAIN POWER, THIS ____ DAY OF ____ A.D., 20__.

BY: _____ TITLE: _____

DOMINION ENERGY NOTE:

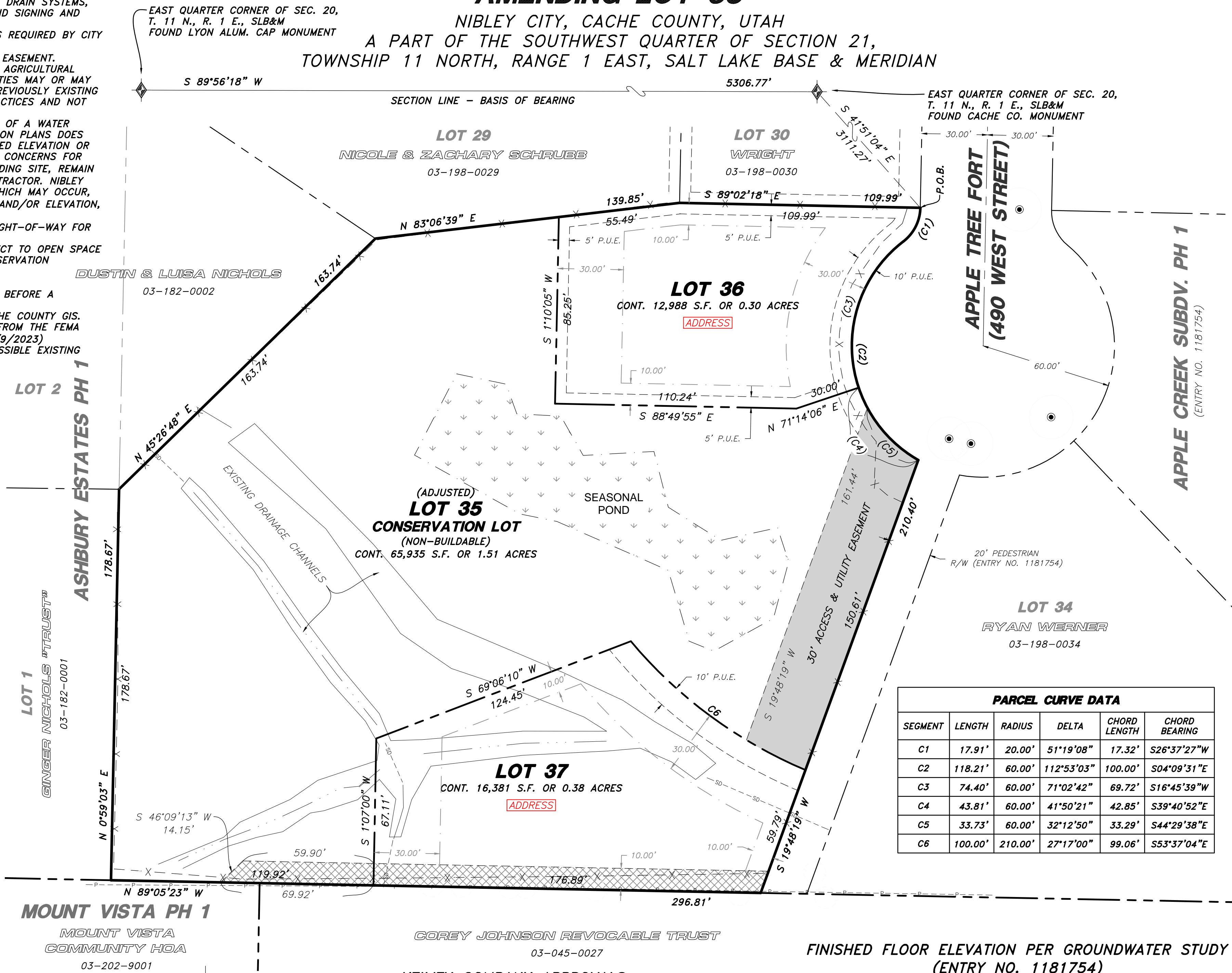
QUESTAR GAS COMPANY, DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532

APPROVED BY DOMINION ENERGY, THIS ____ DAY OF ____ A.D., 20__.

BY: _____ TITLE: _____

APPLE CREEK SUBDIVISION, PHASE 1 - FIRST AMENDMENT AMENDING LOT 35

NIBLEY CITY, CACHE COUNTY, UTAH
A PART OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN



PARCEL CURVE DATA					
SEGMENT	LENGTH	RADIUS	DELTA	CHORD LENGTH	CHORD BEARING
C1	17.91'	20.00'	51°19'08"	17.32'	S26°37'27"W
C2	118.21'	60.00'	112°53'03"	100.00'	S04°09'31"E
C3	74.40'	60.00'	71°02'42"	69.72'	S16°45'39"W
C4	43.81'	60.00'	41°50'21"	42.85'	S39°40'52"E
C5	33.73'	60.00'	32°12'50"	33.29'	S44°29'38"E
C6	100.00'	210.00'	27°17'00"	99.06'	S53°37'04"E

FINISHED FLOOR ELEVATION PER GROUNDWATER STUDY (ENTRY NO. 1181754)

LOT 35: BELOW CANAL = SLAB ON GRADE, ABOVE CANAL = 4552.0'

LOT 36 (ABOVE CANAL) = 4552.0'

LOT 37 (BELOW CANAL = SLAB ON GRADE

*SEE ENTRY NO. 1181754 FOR ADDITIONAL NOTES AND BENCHMARK DATA

UTILITY COMPANY APPROVALS

WE HAVE REVIEWS AND APPROVE THIS PLAT AS IT RELATES TO OUR PARTICULAR COMPANY, AND ARE IN AGREEMENT WITH PLACING ALL OF OUR UTILITIES UNDERGROUND WITHIN THE RIGHT-OF-WAY AS SHOWN ON THE PLANS AND ARE WILLING TO PROVIDE THE NEEDED SERVICE FOR THE DEVELOPMENT.

CENTURY LINK _____ DATE _____
COMCAST CORP. _____ DATE _____

ENGINEER'S APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION IN THIS OFFICE AND THE CITY ORDINANCE.

CITY ENGINEER _____ DATE _____

COUNCIL APPROVAL

APPROVED & ACCEPTED BY THE NIBLEY CITY COUNCIL, THIS ____ DAY OF ____ A.D., 20__.

BY: _____ ATTEST: _____
CHAIRMAN CITY CLERK

PLANNING COMMISSION APPROVAL

THIS PLAT RECOMMENDED FOR APPROVAL BY THE NIBLEY CITY PLANNING COMMISSION THIS ____ DAY OF ____ A.D., 20__.

CHAIRMAN _____ DATE _____

ATTORNEY APPROVAL

APPROVED AS TO FORM THIS ____ DAY OF ____ A.D., 20__.

CITY ATTORNEY _____ DATE _____

SURVEYOR'S CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND BY THE AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED AND SHOWN HEREON THIS PLAT IN ACCORDANCE WITH SECTION 17-3-3-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE HEREBY AMENDED AND SUBDIVIDED SAID TRACT INTO THREE LOTS, KNOWN HEREAFTER AS APPLE CREEK SUBDIVISION, PHASE 1 - FIRST AMENDMENT AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN LOCATED AND/OR PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREOF.

SIGNED THIS ____ DAY OF ____ 2023.

ROGER C. SLADE, P.L.S.
UTAH LAND SURVEYOR LICENSE NO. 11386802.

SUBDIVISION BOUNDARY DESCRIPTION

A PART OF OF LOT 35, APPLE CREEK SUBDIVISION PHASE 1, NIBLEY, CACHE COUNTY, UTAH SITUATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 35 LOCATED 3111.27 FEET SOUTH 41°51'04" EAST FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING IS THE EAST / WEST CENTER SECTION LINE OF SAID SECTION 20 WHICH BEARS SOUTH 89°56'18" WEST);

RUNNING THENCE ALONG THE BOUNDARY OF SAID LOT 35 THE FOLLOWING FIVE (5) COURSES: (1) SOUTHWESTERLY ON A NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE, A DISTANCE OF 17.91 FEET, CHORD BEARS SOUTH 26°37'27" WEST 17.32 FEET, HAVING A CENTRAL ANGLE OF 51°19'08"; (2) SOUTHERLY WITH A REVERSE TANGENT CURVE TO THE LEFT OF A 60.00 FOOT RADIUS CURVE, A DISTANCE OF 118.21 FEET, CHORD BEARS SOUTH 04°09'31" EAST 100.00 FEET, HAVING A CENTRAL ANGLE OF 112°53'03"; (3) SOUTH 19°48'19" WEST 210.40 FEET; (4) NORTH 89°05'23" WEST 296.81 FEET; AND (5) NORTH 00°59'03" EAST 178.67 FEET TO AN ANGLE POINT IN THE BOUNDARY OF DUSTIN & LUISA NICHOLS PROPERTY, TAX ID NO. 03-182-0002; THENCE NORTH 45°26'48" EAST 163.74 FEET ALONG SAID NICHOLS PROPERTY TO AN ANGLE POINT IN THE BOUNDARY OF NICOLE & ZACHARY SCHRUBB PROPERTY, TAX ID NO. 03-198-0029; THENCE NORTH 83°06'39" EAST 139.85 FEET TO THE SOUTHEAST CORNER OF SAID SCHRUBB PROPERTY, BEING A POINT ON THE NORTH LINE OF SAID LOT 35; THENCE SOUTH 89°02'18" EAST 109.99 FEET ALONG THE NORTH LINE OF SAID LOT 35 TO THE POINT OF BEGINNING. CONTAINING 2.19 ACRES.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF THE TRACT OF LAND, HAVING CAUSED THE SAME TO BE AMENDED AND SUBDIVIDED INTO LOTS TO BE HEREAFTER KNOWN AS APPLE CREEK SUBDIVISION, PHASE 1 - FIRST AMENDMENT, AS DEPICTED HEREON AND HEREBY DEDICATE, GRANT AND CONVEY TO NIBLEY CITY, CACHE COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY NIBLEY CITY. WE ALSO DEDICATE, GRANT AND CONVEY THE ACCESS AND UTILITY EASEMENT TO THE OWNERS OF LOT 37 FOR INGRESS, EGRESS AND UTILITY PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR INGRESS, EGRESS AND THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES.

IN WITNESS WE HAVE HEREUNTO SET OUR SIGNATURE THIS ____ DAY OF ____ 2023.

LESLI DUSTIN, TRUSTEE OF
THE LESLI DUSTIN REVOCABLE TRUST, DATED SEPTEMBER 29, 2021

TRUST ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF CACHE)

ON THIS ____ DAY OF ____ 2023, LESLI DUSTIN, TRUSTEE FOR THE LESLI DUSTIN REVOCABLE TRUST, DATED SEPTEMBER 29, 2021, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF CACHE, IN THE STATE OF UTAH, THE SIGNERS OF THE ATTACHED OWNERS DEDICATION, ONE IN NUMBER, WHO DULY ACKNOWLEDGED TO ME SHE SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED ON BEHALF OF SAID TRUST.

NOTARY PUBLIC

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO AMEND, ESTABLISH AND SET THE PROPERTY CORNERS OF THE AMENDED SUBDIVISION AS SHOWN AND DESCRIBED HEREON. THIS SURVEY WAS ORDERED BY SHAUN DUSTIN. THE CONTROL USED TO ESTABLISH THE PROPERTY CORNERS WAS THE OFFICIAL PLAT FOR APPLE CREEK SUBDIVISION PHASE 1, RECORDED AS ENTRY NO. 1181754 ALONG WITH THE EXISTING SURVEY MONUMENTATION FOUND WITHIN SAID APPLE CREEK SUBDIVISION PHASE 1 SITUATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

THE BASIS OF BEARING IS THE EAST / WEST CENTER SECTION LINE OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WHICH BEARS SOUTH 89°56'18" WEST, AN ASSUMED BEARING AS SHOWN ON THE OFFICIAL PLAT OF SAID APPLE CREEK SUBDIVISION, PHASE 1.

COUNTY RECORDER'S NO. _____

STATE OF UTAH, COUNTY OF CACHE, RECORDED AND

FILED AT THE REQUEST OF _____

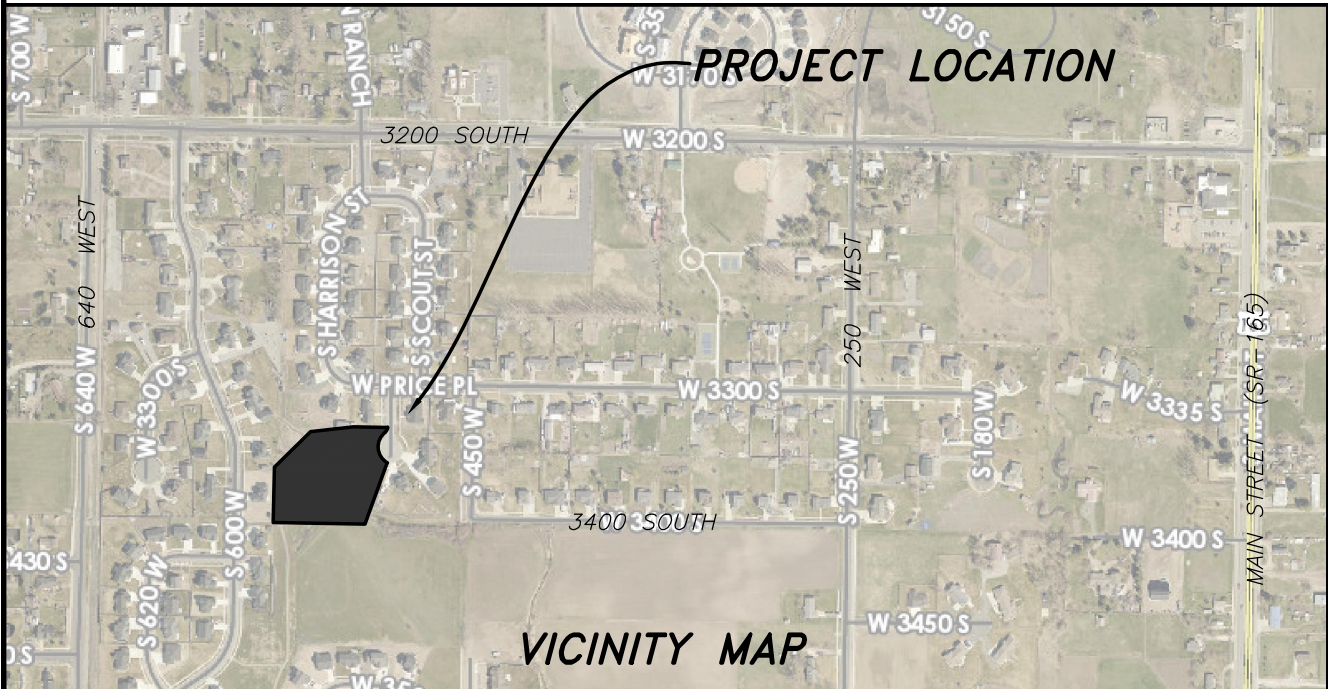
DATE _____ TIME _____ FEE _____

ABSTRACTED _____

INDEX _____

FILED IN: _____ FILE OF PLATS

COUNTY RECORDER



HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.haies.net
Ogden Logan
(435) 723-3491 (801) 399-4905 (435) 752-8272
Celebrating over 65 Years of Business

Exhibit B

(See the next page)



Exhibit C: Terms and Conditions for Conservation Easement

Terms and Conditions are as given in Appendix H, Lot 35 Conservation Easement. Section 10-20-16 of 08-01 requires that the Conservation Easement include the following terms and conditions:

- 7) Legal description of the easement:
 - a. Lot 35, Apple Creek Subdivision Phase 1, Nibley, Cache County, Utah as amended X.X.2023
- 8) Description of the current use and condition of the property
 - a. Current Use: Property is currently used as a pasture for horses
 - b. Condition: Property is in good condition. There is a shallow seasonal pond located in the lower portion of the lot. There are small tree stands of plums, crabapples, and roses. There are two irrigation ditches and one perennial stream that also serves as an irrigation conveyance.
- 9) Permanent duration of the easement
 - a. Duration of the easement is permanent
- 10) Permitted and conditional uses
 - a. Permitted uses are as outlined in Ordinance 08-01 and 20-14. Land will be managed as follows:
 - i. Garden
 - ii. Natural state.
 1. The perennial stream will be preserved as an open waterway. The stream may need to be rerouted to accommodate City building permit requirements and to reinforce existing fragile banks.
 2. The wetland and pond will be managed to prevent mosquitoes and enhance habitat by improving free flow of water in the wetland.
 - iii. Subsurface utilities including water, sewer, geothermal, cable, telephone and other customary public and private utilities are permitted.
 - iv. Access easement to Lot 37 as shown on the plat
 - b. Conditional uses are as outlined in Ordinance 08-01 and 20-14. The following conditional uses as defined in the Ordinances will be permitted subject to conditions outlined herein and in 08-01 and 20-14. in the Land will be managed as follows:
 - i. Pasture
 - ii. Agricultural buildings to support management of conservation land.
 - iii. Trail easement on South property line is expanded to 10 ft as shown on the plat to allow City sufficient ROW to connect existing sidewalk to Mount vista subdivision, allowing a pedestrian shortcut of a $\frac{3}{4}$ mile walk

and connecting three existing neighborhoods.

- iv. Irrigation and recreation water supply subject to Utah Division of Water Rights regulations
- v. Active, non-commercial recreation areas
- vi. Neighborhood open space
- vii. Fencing as required to support permitted and conditional uses

11) Maintenance responsibilities and duties

- a. Maintenance shall be the responsibility of the owner of the open space lot except for the dedicated public access trail easement. Development and maintenance of the trail easement is the responsibility of the City per the pre-existing agreement. The owner of the open space will provide a connection to the irrigation system and water rights for the Open Space at no charge. If the City desires more frequent irrigation on the trail easement than is provided by the general open space watering schedule, the City has the right of entry and an easement on the open space to place a pump and power/control system that is separated from the general irrigation system for the conservation space trail at a location that minimizes impact on open space operations and development.
- b. Duties of Owner shall include maintaining the open space as required by ordinance such that the intent of the open space is met.

12) Enforcement rights and procedures

- a. As outlined in Nibley City Ordinance 20-14. For the portion of the Open Space under City control (public access easement), reciprocal rights and procedures of enforcement as outlined in 20-14 apply to the owner of Lot 35.

Exhibit D: Maintenance and Development Master Plan

Maintenance and Development Master Plan. Section 10-20-17 of 08-01 requires a Maintenance Plan for the conservation land. Approval of this Development Agreement constitutes the approval of the Maintenance Plan. The plan is required to address the following:

- 1) Define ownership
- 2) Establish regular and periodic operation and maintenance responsibilities for the space
- 3) Estimate staffing, insurance, and other costs and define the means of funding the development, operations, and maintenance costs

The purpose of this document is to provide the management plan for Lot 35, a Conservation Lot in the Nibley, UT Apple Creek subdivision as required under Nibley City ordinance 08-01 (Code section 10-20).

The conservancy lot provides the following benefits and will be managed to support these uses:

- 1) Increased conservancy space. The increase in conservancy space is 0.6 acres for a total of 4.0 acres (20%).
- 2) Connectivity between green spaces. The proposed changes will directly connect Apple Creek and Mt Vista green spaces.
- 3) Trail/connectivity/pedestrian access. The new configuration resolves a connection between the existing trail/sidewalk connecting 450 W to a sidewalk extending outside the Apple Creek subdivision from the Apple Tree Fort cul-de-sac to the south edge of the subdivision. The proposed reconfiguration of the easement will provide enough space for the City to extend the sidewalk to connect with the trails in Mount Vista. The previous configuration of the lot did not provide sufficient space to place the sidewalk/trail. This configuration widens the easement to 10 ft along its length
- 4) Habitat protection. The proposed revised boundaries permit the preservation of open stream, pond/wetland, and meadow habitats as well as irrigation rights of way. The balance of the land will be maintained as pasture, garden, and supporting infrastructure.
- 5) Underground utility easements and access easements for managing the land and accessing the building lots as required and allowed by City code. Uses include water, sewer, irrigation, power, communications, ground source heat, and solar applications.

As required by Section 10-20-17.B, the Plan addresses the following:

- 1) Ownership
- 2) Operations and maintenance plans/responsibilities
- 3) Staffing , insurance, and associated needs, including a funding plan
- 4) Need for funding first year improvements

OWNERSHIP: The property shall be privately held and owned by the owner of Lot 36 or Lot 37 of the Apple Creek subdivision. Ownership may be transferred in the future to a third party conservation non profit or Nibley City with the approval of Nibley City and the parcel owner. Any ownership change will transfer all rights and obligations as outlined in City Code and herein.

OPERATIONS AND MAINTENANCE: The conservancy lot will be operated and maintained in

accordance with the requirements of Nibley Ordinance 08-01, and as outlined herein.

Maintenance shall be the responsibility of the owner of the open space lot except for the dedicated public access trail easement. Development and maintenance of the trail easement is the responsibility of the City per the pre-existing agreement.

The owner of the open space will provide a connection to the irrigation system and water rights for the Open Space at no charge. If the City desires control over irrigation on the trail easement, the City has the right of entry and an easement on the open space to place and maintain a pump and power/control system that is separated from the general irrigation system for the conservation space at a location that minimizes impact on open space operations and development. The City may not place the pump in a location that is intended for future construction of buildings or other infrastructure intended to support management of the open space.

Duties shall include maintaining the open space as required by ordinance such that the intent of the open space is met. The minimum standard for open space maintenance is as a pasture or natural meadowland. The Owner will maintain sufficient shares or water rights to irrigate the property for the proposed uses, install an irrigation system, and keep the systems watered.

Maintenance of the canal is the responsibility of the Nibley Blacksmith Fork Irrigation Company, per Company Charter and State Code.

The Owner may construct infrastructure necessary to maintain property including irrigation, drainage, fencing, outbuildings, power and other necessary improvements subject to the City's normal building permit process and City code.

DEVELOPMENT: For the portion of Lot 35 that is not open to public access, the Owner is responsible for all development expenses. For the portion that is open to public access (trail easement on south property line), the City is responsible for trail development costs as outlined in previous agreements.

STAFFING, INSURANCE, FUNDING: Owner is responsible for maintenance and development of all on-site improvements except for improvements desired by the City for the public access easement on the south boundary. Insurance will be carried by Owner for areas where public access is not permitted. The City will indemnify the Owner against any and all claims for persons utilizing the City's public access trail facility on the dedicated easement on the south property line.

In the event that a third party conservation organization or the City gains control or ownership of Lot 35, the controlling entity shall be responsible for any insurance, maintenance, or other costs.

The owner(s) of Lot 35 and Lot 37 will be held harmless by all users for any persons accessing or otherwise using the public easement. The easement will be maintained in accordance with the original agreement for the Apple Creek Subdivision.

FUNDING FIRST YEAR IMPROVEMENTS: Not applicable

NOTES:

1. NO STRUCTURES MAY BE BUILT WITHIN ANY PUBLIC UTILITY EASEMENT, EXCEPT AS APPROVED BY THE CITY ENGINEER.
2. ALL EXPENSES INVOLVING THE NECESSARY IMPROVEMENTS OR EXTENSIONS FOR SANITARY SEWER SYSTEMS, GAS SERVICE, ELECTRICAL SERVICE, GRADING AND LANDSCAPING, STORM DRAIN SYSTEMS, CURB AND GUTTERS, FIRE HYDRANTS, PAVEMENT, SIDEWALKS, STREET LIGHTING AND SIGNING AND OTHER IMPROVEMENTS SHALL BE FINANCED BY SUBDIVIDER.
3. SETBACKS ARE NOT SHOWN. ALL BUILDINGS SHALL BE SUBJECT TO SETBACKS REQUIRED BY CITY CODES IN EFFECT WHEN PERMITS ARE ISSUED.
4. 10' PUBLIC UTILITY EASEMENTS SHALL START AT THE EDGE OF THE SIDEWALK EASEMENT.
5. THIS PROPERTY IS LOCATED IN THE VICINITY OF PROPERTY THAT IS USED FOR AGRICULTURAL PURPOSES. IT MAY BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY OR MAY NOT IN THE FUTURE BE CONDUCTED IN THIS AREA AND THAT SUCH USES ARE PREVIOUSLY EXISTING USES. AGRICULTURAL USES AND SITUATIONS MUST BE SOUND AGRICULTURAL PRACTICES AND NOT BEAR A DIRECT THREAT TO THE PUBLIC HEALTH AND SAFETY.
6. AREAS IN NIBLEY HAVE GROUNDWATER PROBLEMS DUE TO THE VARYING DEPTH OF A WATER TABLE. THE CITY'S APPROVAL OF A FINAL PLAT, BUILDING PERMIT OR CONSTRUCTION PLANS DOES NOT CONSTITUTE A REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION OR LOCATION WOULD SOLVE SUBSURFACE OR GROUNDWATER PROBLEMS. IN ADDITION, CONCERNS FOR BUILDING ELEVATION AND/OR GRADING AND DRAINAGE ARE UNIQUE TO EACH BUILDING SITE, REMAIN SOLELY WITH THE BUILDING PERMIT APPLICATION, PROPERTY OWNER AND/OR CONTRACTOR. NIBLEY CITY IS NOT RESPONSIBLE FOR ANY SUBSURFACE OR GROUNDWATER PROBLEMS WHICH MAY OCCUR, NOR FOR SUCH CONCERNS INCLUDING, BUT NOT LIMITED TO, BUILDING LOCATION AND/OR ELEVATION, SITE GRADING AND DRAINAGE.
7. A 6' SIDEWALK EASEMENT IS INCLUDED ON 490 WEST STREET RIGHT-OF-WAY FOR INSTALLATION AND MAINTENANCE OF THE SIDEWALK.
8. LOT 35 IS A CONSERVANCY LOT AND IS NON-BUILDABLE. THIS LOT IS SUBJECT TO OPEN SPACE DESIGNATION AS STATED ON THIS PLAT AND THE APPLE CREEK SUBDIVISION CONSERVATION SUBDIVISION LAND MAINTENANCE PLAN.
9. ALL DRIVEWAYS SHALL BE LIMITED TO A MAXIMUM WIDTH OF 24'.
10. STREET TREES MUST BE INSTALLED PER REQUIREMENTS OF NIBLEY CITY CODE BEFORE A BUILDING PERMIT WILL BE ISSUED.
11. WETLAND AREAS SHOWN WERE ESTABLISHED FROM DATA OBTAINED FROM NATIONAL WETLANDS INVENTORY.
12. FEMA FLOOD ZONE AREAS SHOWN WERE ESTABLISHED FROM DATA OBTAINED FROM THE FEMA FLOOD MAPPING SERVICE. (FIRM NO. 49005C0390D WITH EFFECTIVE DATE OF 5/9/2023)
13. EXISTING TOP OF BANK DITCH LINES ARE SHOWN FOR REFERENCE ONLY. POSSIBLE EXISTING USE AND ACCESS EASEMENTS MAY EXIST ON RECORD.
14. SETBACKS ARE:
 - FRONT = 25'
 - REAR = 20'
 - SIDE = 8'
15. ANY RESIDENTIAL STRUCTURES LOCATED MORE THAN 150' FROM 490 WEST STREET SHALL BE PROVIDED WITH FIRE SPRINKLERS PER NFPA 13D CURRENT AT TIME OF BUILDING PERMIT ISSUANCE.

POWER NOTE:

1. PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.
2. PURSUANT TO UTAH CODE ANN. 17-27A-603(4)(C)(II) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE P.U.E. AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:
 - (1) A RECORDED EASEMENT OR RIGHT-OF-WAY;
 - (2) THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS;
 - (3) TITLE 54, CHAPTER 8A, DAMAGE TO UNDERGROUND UTILITY FACILITIES
- OR
- (4) ANY OTHER PROVISION OF LAW.

APPROVED BY THE ROCKY MOUNTAIN POWER, THIS ____ DAY OF ____ A.D., 20__.

BY: _____ TITLE: _____

DOMINION ENERGY NOTE:

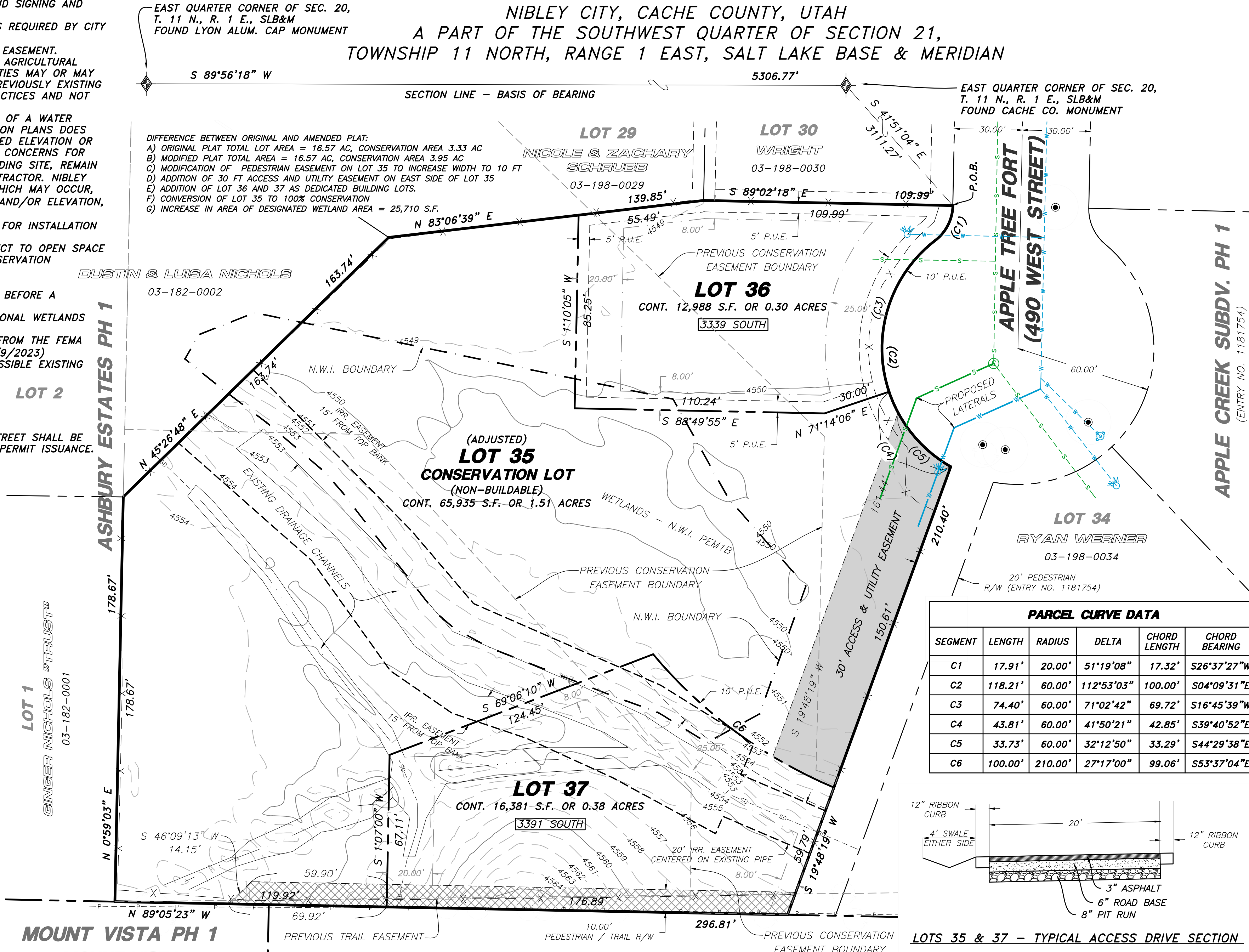
QUESTAR GAS COMPANY, DBA DOMINION ENERGY UTAH, HEREBY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY UTAH MAY REQUIRE ADDITIONAL EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS, OR LIABILITIES INCLUDING PRESCRIPTIVE RIGHTS AND OTHER RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNER'S DEDICATION OR IN THE NOTES, AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OR CONDITIONS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY UTAH'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532

APPROVED BY DOMINION ENERGY, THIS ____ DAY OF ____ A.D., 20__.

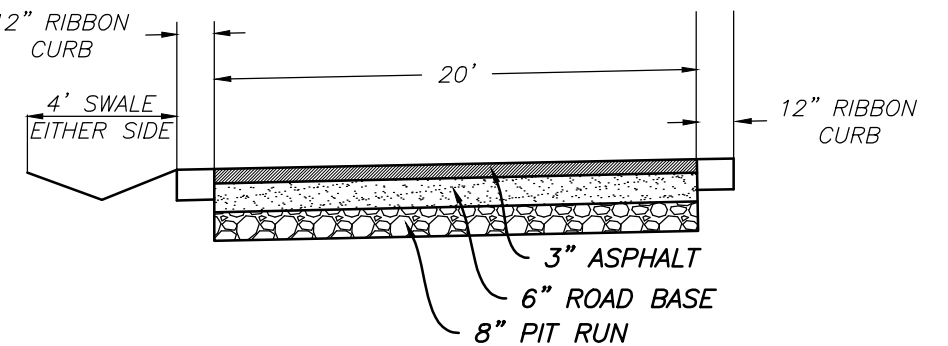
BY: _____ TITLE: _____

APPLE CREEK SUBDIVISION, PHASE 1 - FIRST AMENDMENT AMENDING LOT 35, APPLE CREEK SUBDIVISION

NIBLEY CITY, CACHE COUNTY, UTAH
A PART OF THE SOUTHWEST QUARTER OF SECTION 21,
TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN



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LOTS 35 & 37 - TYPICAL ACCESS DRIVE SECTION

FINISHED FLOOR ELEVATION PER GROUNDWATER STUDY (ENTRY NO. 1181754)

LOT 35: BELOW CANAL = SLAB ON GRADE, ABOVE CANAL = 4552.0'

LOT 36 (ABOVE CANAL) = 4552.0'

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*SEE ENTRY NO. 1181754 FOR ADDITIONAL NOTES AND BENCHMARK DATA

SURVEYOR'S CERTIFICATE

I, ROGER C. SLADE, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS ACT; AND BY THE AUTHORITY OF THE OWNERS, I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED AND SHOWN HEREON THIS PLAT IN ACCORDANCE WITH SECTION 17-3-3-17 AND HAVE VERIFIED ALL MEASUREMENTS AND HAVE HEREBY AMENDED AND SUBDIVIDED SAID TRACT INTO THREE LOTS, KNOWN HEREFTER AS APPLE CREEK SUBDIVISION, PHASE 1 - FIRST AMENDMENT AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN LOCATED AND/OR PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON.

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ROGER C. SLADE, P.L.S.
UTAH LAND SURVEYOR LICENSE NO. 11386802.

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RUNNING THENCE ALONG THE BOUNDARY OF SAID LOT 35 THE FOLLOWING FIVE (5) COURSES: (1) SOUTHWESTERLY ON A NON-TANGENT CURVE TO THE RIGHT ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE, A DISTANCE OF 17.91 FEET, CHORD BEARS SOUTH 26°37'27" WEST 17.32 FEET, HAVING A CENTRAL ANGLE OF 51°19'08"; (2) SOUTHERLY WITH A REVERSE TANGENT CURVE TO THE LEFT OF A 60.00 FOOT RADIUS CURVE, A DISTANCE OF 118.21 FEET, CHORD BEARS SOUTH 04°09'31" EAST 100.00 FEET, HAVING A CENTRAL ANGLE OF 112°53'03"; (3) SOUTH 19°48'19" WEST 210.40 FEET; (4) NORTH 89°05'23" WEST 296.81 FEET; AND (5) NORTH 00°59'03" EAST 178.67 FEET TO AN ANGLE POINT IN THE BOUNDARY OF DUSTIN & LUISA NICHOLS PROPERTY, TAX ID NO. 03-182-0002; THENCE NORTH 45°26'48" EAST 163.74 FEET ALONG SAID NICHOLS PROPERTY TO AN ANGLE POINT IN THE BOUNDARY OF NICOLE & ZACHARY SCHRUBB PROPERTY, TAX ID NO. 03-198-0029; THENCE NORTH 83°06'39" EAST 139.85 FEET TO THE SOUTHEAST CORNER OF SAID SCHRUBB PROPERTY, BEING A POINT ON THE NORTH LINE OF SAID LOT 35; THENCE SOUTH 89°02'18" EAST 109.99 FEET ALONG THE NORTH LINE OF SAID LOT 35 TO THE POINT OF BEGINNING. CONTAINING 2.19 ACRES.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENT THAT WE, THE UNDERSIGNED OWNERS OF THE TRACT OF LAND, HAVING CAUSED THE SAME TO BE AMENDED AND SUBDIVIDED INTO LOTS TO BE HEREFTER KNOWN AS APPLE CREEK SUBDIVISION, PHASE 1 - FIRST AMENDMENT, AS DEPICTED HEREON AND HEREBY DEDICATE, GRANT AND CONVEY TO NIBLEY CITY, CACHE COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY NIBLEY CITY. WE ALSO DEDICATE, GRANT AND CONVEY THE ACCESS AND UTILITY EASEMENT TO THE OWNERS OF LOT 37 FOR INGRESS, EGRESS AND UTILITY PURPOSES AS SHOWN HEREON. THE SAME TO BE USED FOR INGRESS, EGRESS AND THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES. WE ALSO HEREBY DEDICATE, GRANT AND CONVEY TO NIBLEY CITY A 10' PEDESTRIAN / TRAIL RIGHT-OF-WAY AS SHOWN HEREON. THE SAME TO BE USED FOR PEDESTRIAN ACCESS.

IN WITNESS WE HAVE HEREUNTO SET OUR SIGNATURE THIS ____ DAY OF ____ 2023.

LESLI DUSTIN, TRUSTEE OF
THE LESLI DUSTIN REVOCABLE TRUST, DATED SEPTEMBER 29, 2021

TRUST ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF CACHE)

ON THIS ____ DAY OF ____ 2023, LESLI DUSTIN, TRUSTEE FOR THE LESLI DUSTIN REVOCABLE TRUST, DATED SEPTEMBER 29, 2021, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY OF CACHE, IN THE STATE OF UTAH, THE SIGNERS OF THE ATTACHED OWNERS DEDICATION, ONE IN NUMBER, WHO DULY ACKNOWLEDGED TO ME SHE SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED ON BEHALF OF SAID TRUST.

NOTARY PUBLIC

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO AMEND, ESTABLISH AND SET THE PROPERTY CORNERS OF THE AMENDED SUBDIVISION AS SHOWN AND DESCRIBED HEREON. THIS SURVEY WAS ORDERED BY SHAUN DUSTIN. THE CONTROL USED TO ESTABLISH THE PROPERTY CORNERS WAS THE OFFICIAL PLAT FOR APPLE CREEK SUBDIVISION PHASE 1, RECORDED AS ENTRY NO. 1181754 ALONG WITH THE EXISTING SURVEY MONUMENTATION FOUND WITHIN SAID APPLE CREEK SUBDIVISION PHASE 1 SITUATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

THE BASIS OF BEARING IS THE EAST / WEST CENTER SECTION LINE OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WHICH BEARS SOUTH 89°56'18" WEST, AN ASSUMED BEARING AS SHOWN ON THE OFFICIAL PLAT OF SAID APPLE CREEK SUBDIVISION, PHASE 1.

COUNTY RECORDER'S NO.

STATE OF UTAH, COUNTY OF CACHE, RECORDED AND

FILED AT THE REQUEST OF _____

DATE _____ TIME _____ FEE _____

ABSTRACTED _____

INDEX _____

FILED IN: _____ FILE OF PLATS _____

COUNTY RECORDER

UTILITY COMPANY APPROVALS

WE HAVE REVIEWS AND APPROVE THIS PLAT AS IT RELATES TO OUR PARTICULAR COMPANY, AND ARE IN AGREEMENT WITH PLACING ALL OF OUR UTILITIES UNDERGROUND WITHIN THE RIGHT-OF-WAY AS SHOWN ON THE PLANS AND ARE WILLING TO PROVIDE THE NEEDED SERVICE FOR THE DEVELOPMENT.

CENTURY LINK _____ DATE _____
COMCAST CORP. _____ DATE _____

ENGINEER'S APPROVAL

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION IN THIS OFFICE AND THE CITY ORDINANCE.

CITY ENGINEER _____ DATE _____

COUNCIL APPROVAL

APPROVED & ACCEPTED BY THE NIBLEY CITY COUNCIL, THIS ____ DAY OF ____ A.D., 20__.

BY: _____ CHAIRMAN _____ ATTEST: _____ CITY CLERK _____

PLANNING COMMISSION APPROVAL

THIS PLAT RECOMMENDED FOR APPROVAL BY THE NIBLEY CITY PLANNING COMMISSION THIS ____ DAY OF ____ A.D., 20__.

CHAIRMAN _____ DATE _____

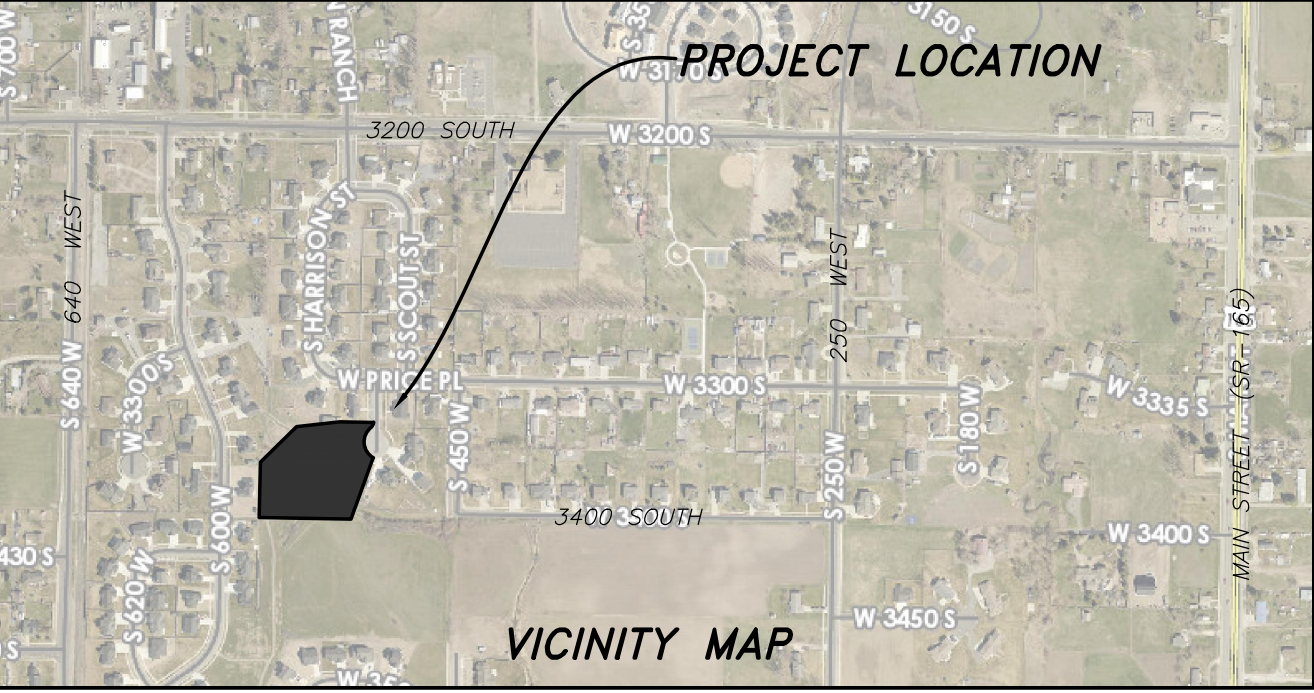
ATTORNEY APPROVAL

APPROVED AS TO FORM THIS ____ DAY OF ____ 20__.

CITY ATTORNEY _____ DATE _____

AGRICULTURAL NOTE

THIS PROPERTY IS LOCATED IN THE VICINITY OF PROPERTY THAT IS USED FOR AGRICULTURAL PURPOSES. IT MAY BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY OR MAY NOT IN THE FUTURE BE CONDUCTED IN THIS AREA AND THAT SUCH USES ARE PREVIOUSLY EXISTING USES. AGRICULTURAL USES AND SITUATIONS MUST BE SOUND AGRICULTURAL PRACTICES AND NOT BEAR A DIRECT THREAT TO THE PUBLIC HEALTH AND SAFETY.



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Draft Development Agreement Proposal

**Lot 35, 36, 37 Apple Creek Subdivision
(3359 S 490 W, Nibley, UT 84321)
Nibley, UT
Tax ID 03-198-0035**

Contents

Draft Development Agreement Proposal, Lot 35, 36, 37 Apple Creek Subdivision, Nibley, UT, Tax ID 03-198-0035	3
SUMMARY	3
LEGAL BASIS FOR LAND USE MODIFICATION	4
COMPLIANCE WITH INTENT AND REQUIREMENTS OF CITY GENERAL PLAN AND CODE	4
APPENDIX A: Nibley City Ordinance 08-01, Conservation Residential Subdivision	7
APPENDIX B: Apple Creek Subdivision Density Calculations and Recorded Plats	25
APPENDIX C: Proposed Revised Plat	32
APPENDIX D: UT Code 10-9a-532, Development Agreements	34
APPENDIX E: Nibley Ordinance 20-14, Rural Preservation Subdivision (Amended)	35
APPENDIX F: Compliance Report	49
APPENDIX G: Proposed Architectural Design AND concept site plan, Lots 36 and 37	53
APPENDIX H: Fire Marshal Approval	61
APPENDIX I: Sensitive Areas Designation Plan Maps	62
APPENDIX J: Terms and Conditions for Conservation Easement	63
APPENDIX I: Maintenance and Development Master Plan	65

**Draft Development Agreement Proposal, Lot 35, 36, 37 Apple Creek Subdivision, Nibley, UT,
Tax ID 03-198-0035**

SUMMARY

The Apple Creek subdivision was approved and developed in 2017 and 2018 as a Conservation Subdivision in Nibley, UT under Nibley Ordinance 08-01, Conservation Residential Subdivision (Appendix A). The intent of the ordinance, per the preamble, is to:

- 1) Encourage the preservation of open space and the rural character of Cache Valley
- 2) Create a unique and powerful community identity and sense of place;
- 3) Provide flexible subdivision and design standards to encourage the creation of open space;
- 4) Create incentives to developers to create open spaces that are enjoyable places to live with appropriate safeguards to protect the value of the residences;
- 5) Open space may be publicly or privately owned (with appropriate measures)

The original subdivision allocated 20% of the developable area dedicated as privately owned conservation space, allowing a total density of 39 lots on the ~20 acre parcel under the ordinance (Appendix B, Subdivision Calculations and Recorded Plats). The original subdivision consisted of 35 lots. The conservation space was incorporated into the buildable lots.

Lot 35 (3359 S 490 W, Nibley, UT 84321) was left as a conservation lot with two sections of developable land. The current layout is not optimal for either conservation or building uses. The intent of this proposal is to separate the buildable land from the conservation space as two building lots, and clarify the future use and development of the conservation space.

The inclusion of conservation space in building lots has been problematic in that it is difficult for the City to monitor and regulate uses when the conservation space is inside a building lot. By separating the two uses, this will provide clarity for the owners and the City. This also provides an opportunity to improve and increase the public access and conservation benefit of the conservation space. The building space size will be reduced and the conservation land dedication will increase.

In addition to clarifying protections and uses for the conservation space, increasing the size of the dedicated open space, and finalizing developer driven development in the subdivision, the proposal provides for public access to the trail easement on the south boundary, providing a “last mile” link to tie four subdivisions to the Mount Vista open space and reduce pedestrian trip distances in that part of the city by up to $\frac{3}{4}$ of a mile, increases the usability of the conservation land, and specifically protects some of the unique features of the property. See Appendix C for the proposed revised plat.

The reason this development agreement is necessary is that the previous and current ordinances require that these improvements, while they comply with the intent and substance of City and State code, be approved legislatively as explained below.

The specific proposal is intended to:

- 1) Preserve additional open space by increasing the size of the conservation space dedication by

- approximately ½ acre
- 2) Improve public access by
 - a. Connecting open space directly to the public ROW on Apple Tree Fort (490 W)
 - b. Dedicating a buildable width easement to provide a formally protected public access to replace the informal trail that currently connects Ashbury Estates, Apple Creek, Anderson Estates, and Mount Vista subdivisions through private farm ground, preserving the pedestrian access and trail system in perpetuity, and preserving the sense of community and access that currently exists between the neighborhoods. With this trail, the distance from Anderson Estates to Mount Vista is approximately 200 yards. Without it, the distance is approximately ¾ of a mile.
 - c. Separating the conservation land from the buildable lot space by placing all the conservation land inside a conservation lot, and confining the buildable space to the two reduced size buildable lots.
 - 3) Clarify ownership and use by adjusting the boundaries of the conservation land (2.c above) and subdividing Lot 35 to separate the two buildable parcels from the realigned conservation space.
 - 4) Account for a site plan specific to Lot 37

LEGAL BASIS FOR LAND USE MODIFICATION

The authorization for land use modification is based on UT Code 10-9a-532 (Appendix D). UT Code 10-9a-532 provides a pathway for land use proposals that would be of benefit to and consistent with the culture, vision and intent of communities, and that current ordinance structure may not have anticipated. This is done by putting together a mutually agreeable development agreement (this document) and running that agreement through the same process that would be followed under State code for an ordinance change. Elected and appointed officials can then approve the use on a limited basis constrained by the approved development agreement. This Development Agreement will be the mechanism by which the subdivision amendment is evaluated, processed, and approved under the terms of the original ordinance as outlined herein.

The proposal utilizes code that was current at the time of approval of the original subdivision (Nibley Ordinance 08-01 (Appendix A) to amend the Plat. This approach ensures that the entire Apple Creek subdivision and its open space can be managed consistently.

COMPLIANCE WITH INTENT AND REQUIREMENTS OF CITY GENERAL PLAN AND CODE

The proposal is compliant with current City code for land use of conservation space (Ordinance 20-14, Rural Preservation Subdivision (amended) (Appendix E), the original requirements of the subdivision ordinance (08-01) that governed Apple Creek's creation, and the Nibley City General Plan. Compliance of the proposed plat to these requirements is detailed in Appendix F, Conservation Land Compliance Report, and summarized below:

- 1) The Apple Creek subdivision allows the creation of up to 39 buildable lots given the percentage open space provided, the underlying zoning, and the minimum lot size requirements (Appendix E). This development agreement finalizes the number of buildable lots at 36. With the completion of the proposed subdivision amendment, there will be no unencumbered developable spaces remaining in the subdivision (Appendix B). The total number of building lots in Apple Creek will be capped at 36.
- 2) The Development Agreement proposes that the amended plat be evaluated in the context of Ordinance 08-01, the ordinance governing the land use at the time of subdivision.

There are four proposed revisions that require waivers or clarifications. The proposed waivers are permitted at the discretion of the Council under Section 10-20-7 of the Code (per 08-01):

1. Revision of the open space boundaries
2. Clarification of the frontage and setback requirements for Lot 37
3. Waive Section 10-20-11, Design Standards to be consistent with balance of Apple Creek subdivision (front loading garage behind front plane of house).
4. Approval of the alternate fire protection plan as endorsed by Jason Wynn, Cache County Fire Marshal (Appendix H).

Section 10-20-7 of Ordinance 08-01 states that "...any provision of this Chapter may be waived by the City Council upon a vote of not less than three (3) members of the City Council.... No waiver shall be granted that would be contrary to the public interest or contrary to the underlying intent of this Chapter..." (see Appendix A for full text). The specific waivers or clarifications that would be required in order to permit this development agreement would be as follows:

- a. Permit the changes in the conservation land boundaries and creation of the separated building lots. The existing ordinance is ambiguous on this point and treating it as a waiver clarifies the interpretation of the rule.
 - b. For Lot 37, measure the minimum frontage requirement from the public ROW as shown in the Plat (Appendix C). Permit placement of detached garage as shown in site plan, Appendix G
 - c. Ordinance 08-01 requires that garage doors be behind the front plane of the house. This provision was either waived or superseded by changes in Nibley's design standards as Apple Creek was developed. Garages for 30 of 32 front loading garage homes comprise the front plane of the structure. This agreement continues this standard.
 - d. For purposes of fire protection compliance, and access, the access point will be treated as a Private Drive, paved to a minimum width of 12 ft with and overall width of 20 ft of all weather surface per County fire code. Fire protection will be addressed by compliance with the requirements of City Code as administered by the Cache County Fire Marshal. The Fire Marshal will accept an automatic sprinkler system designed and installed per International Residential Code Section R313.2 (Appendix H). A compliant sprinkler system will be installed as a condition of occupancy for any residential structures on Lot 37.
- 3) Sensitive Areas Designation Plan Map (08-01, Section 10-20-08): See Appendix I
- 4) Compliance Matrix: See Appendix E for a complete narrative describing requirements of current and past Nibley conservation land use requirements and compliance matrix for the proposed conservation land use. Current ordinance requires that conservation land meet a minimum of three specified criteria. With the proposed modifications, the Lot 35 conservation space meets 9 of 10 criteria (see Compliance Table, Appendix E).
- 5) Terms and Conditions are as given in Appendix H, Lot 35 Conservation Easement. Section 10-20-16 of 08-01 requires that the Conservation Easement include the following terms and conditions:
 - a. Legal description of the easement
 - b. Description of the current use and condition of the property
 - c. Permanent duration of the easement
 - d. Permitted and conditional uses
 - e. Maintenance responsibilities and duties
 - f. Enforcement rights and procedures
- 6) Maintenance and Development Master Plan. Section 10-20-17 of 08-01 requires a Maintenance Plan for the conservation land. See Appendix H. Approval of this Development Agreement constitutes the approval of the Maintenance Plan. The plan is required to address the following:

- a. Define ownership
- b. Establish regular and periodic operation and maintenance responsibilities for the space
- c. Estimate staffing , insurance, and other costs and define the means of funding the development, operations, and maintenance costs

APPENDIX A: Nibley City Ordinance 08-01, Conservation Residential Subdivision

ORDINANCE 08-01

AN ORDINANCE ESTABLISHING CONSERVATION RESIDENTIAL SUBDIVISION AS AN ALTERNATIVE FORM OF DEVELOPMENT IN NIBLEY

WHEREAS, the Nibley City General Plan adopted in December, 2007, states the vision of Nibley City as "a well-planned community that encourages the preservation of open space and the rural heritage of Cache Valley." One of the objectives of the Plan is to "apply all appropriate rural community design techniques to create a unique and powerful community identity and sense of place," and

WHEREAS, the Plan also provides for the adoption of flexible subdivision and design standards to encourage the creation of open space, and

WHEREAS, open space may be publicly owned or, with appropriate measures, privately owned, and

WHEREAS, it is the intent of Nibley City to offer incentives to developers to create neighborhoods with open space that will be enjoyable places to live with appropriate safeguards to protect the value of the residences, and

WHEREAS, the following ordinance has been written to achieve some of the goals of the Nibley City General Plan.

NOW, THEREFORE BE IT ORDAINED BY THE NIBLEY CITY COUNCIL, NIBLEY, UTAH, THAT:

1. The attached Conservation Residential Subdivision ordinance is hereby adopted as an integral part of this ordinance.
2. This ordinance shall become effective upon signature of the Mayor and posting of the ordinance.

3. REPEALER


All ordinances, resolutions, and policies of the city, or parts thereof inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution or ordinance or part thereof.

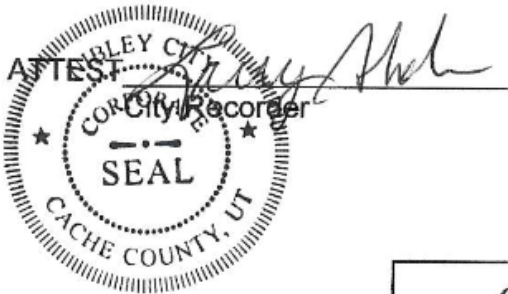
4. SEVERABILITY

Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications and to this end the parts, sections and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

PASSED BY THE NIBLEY CITY COUNCIL, NIBLEY, UTAH THIS 17TH DAY OF JANUARY, 2008.

NIBLEY CITY


Gerald K. Knight, Mayor

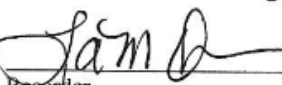


CERTIFICATE OF POSTING OF ORDINANCE

I, the duly appointed and acting City Recorder for the City of Nibley, hereby certify that copies of the foregoing ordinance number 08-01 were posted in three public places within the municipality this 23 day of January, 2008.
To wit:

1. Bob's Service
2. The Old City Hall
3. City Hall

Dated this 23 day of Jan 2008.


Recorder
For Recorder

Ordinance 08-01 Conservation Residential Subdivision

CONSERVATION RESIDENTIAL SUBDIVISION ORDINANCE

10-20-1	Purpose
10-20-2	Applicability
10-20-3	Definitions
10-20-4	Development Options
10-20-5	Approval Process
10-20-6	Development Activities Prohibited
10-20-7	Waiver
10-20-8	Sensitive Area Designation Plan
10-20-9	Master Development Plan
10-20-10	Dimensional Standards
10-20-11	Design Standards
10-20-12	Conservancy Lots
10-20-13	Use Regulations
10-20-14	Conservation Land Design Standards
10-20-15	Permanent Protection of Conservation Lands
10-20-16	Ownership of Conservation Lands
10-20-17	Maintenance of Conservation Lands

10-20-1 Purpose: The purpose of this Chapter is to provide for subdivision development within Nibley City in a manner that:

- A. Protects areas of the City with productive agricultural soils for continued agricultural use by conserving blocks of land large enough to allow for farm operations;
- B. Provides standards accommodating to some extent the varying circumstances and interests of individual landowners and the individual characteristics of their properties; and
- C. Protects constrained and sensitive lands, including those areas containing sensitive and undevelopable features such as steep slopes, floodplains and wetlands, by setting them aside from development;
- D. Conserves conservation and open space land, including those areas containing unique or natural features such as meadows, grasslands, tree stands, streams, stream corridors, berms, watercourses, farmland, wildlife corridors and/or habitat, historical buildings and/or sites, archeological sites, and green space, by setting them aside from development;
- E. Provides greater design flexibility and efficiency in the siting of services and infrastructure, including the opportunity to reduce length of roads, utility runs, and the amount of paving required for residential development;
- F. Reduces erosion and sedimentation by the retention of existing vegetation and the minimization of development on steep slopes and other constrained and sensitive lands;

- 1 G. Provides for a diversity of lot sizes to accommodate a variety of age and income groups and
2 residential preferences, so that the community's population diversity may be enhanced;
3
4 H. Provides incentives for the creation of greenway systems and open space within the City for
5 the benefit of present and future residents;
6
7 I. Implements adopted City policies to conserve a variety of irreplaceable and environmentally
8 sensitive resource and agricultural lands as set forth in the Comprehensive General Plan;
9
10 J. Implements adopted land use, environment, natural hazards, transportation, and community
11 policies, as identified in the Comprehensive General Plan;
12
13 K. Creates neighborhoods with direct visual and/or recreational access to constrained, sensitive
14 and conservation land;
15
16 L. Provides for the conservation and maintenance of constrained, sensitive and conservation
17 land within the City to achieve the goals of the Nibley City General Plan;
18
19 M. Provides incentives and design alternatives for landowners to minimize impacts on
20 environmental resources such as, sensitive lands, wetlands, floodplain, and steep slopes, and
21 to minimize disturbance of natural or cultural features such as, mature woodlands, tree lines,
22 wildlife habitats and corridors, and historic buildings;
23
24 N. Conserves scenic views and elements of the City's rural and scenic character and minimizes
25 perceived density by minimizing views of new development from existing roads.
26

27 **10-20-2 Applicability**
28

- 29 A. The election to develop property as a Conservation Residential Subdivision is voluntary and
30 provided to developers as an alternative to development of property as a Conventional
31 Subdivision pursuant to other applicable provisions of this Title. The intent of this Chapter
32 and the Conservation Residential Subdivision options is to encourage the creation and
33 development of flexibly-designed open space subdivisions. Conservation Residential
34 Subdivisions may be developed within applicable residential zones of the City. Conservation
35 Residential Subdivisions shall be developed in accordance with and subject to the
36 development standards, conditions, procedures and regulations of this Chapter and with all
37 other applicable subdivision ordinances and zoning regulations of the City which are not
38 otherwise in conflict with the provisions of this Chapter.
39
40 B. In cases of conflict with other Nibley City ordinances, this shall be the prevailing ordinance.
41

42 **10-20-3 Definitions.** For purposes of this Chapter, the following words shall have the
43 meanings set forth herein:
44

- 45 A. Conservation Land. Conservation land means land containing unique, historic, cultural,
46 archeological, natural or other significant features, including, but not limited to, meadows,

1 grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland,
2 wildlife corridors and/or habitat, historic buildings and/or sites, archeological sites, and open
3 space.

- 4
- 5 B. Constrained and Sensitive Land. Constrained and sensitive land means land which is
6 generally unbuildable and which contains constrained and sensitive features including, but
7 not limited to, wetlands, floodplains, steep slopes, faults and other geologically or
8 environmentally sensitive features.

9

10 **10-20-4 Development Options**

- 11
- 12 A. All areas in Nibley City zoned R-1 or R-2, both current and those areas that may be annexed
13 in the future, have the option of a conservation residential subdivision. The intent of the
14 conservation residential subdivision is to encourage the preservation of usable open space,
15 thus helping to maintain the rural character of Nibley City. The City will provide density
16 bonuses to developers who elect to have this type of subdivision, thus increasing the number
17 of lots for development.
- 18
- 19 B. Applicants in newly annexed R-1 zones may choose to apply for a subdivision approval
20 using the Conservation Residential Subdivision. By so doing, the density from which all
21 calculations shall be made shall be equal to .5 acre lots or the same density as R-2 zone.
- 22
- 23 C. Applicants in existing R-1 zones may also choose to apply for a subdivision approval using
24 the Conservation Residential Subdivision. By so doing, the density from which all
25 calculations shall be made shall be equal to .75 acre lots or the same density as the R-1A
26 zone.
- 27
- 28 D. Developers desiring to develop property as a Conservation Residential Subdivision are
29 subject to the development standards, conditions, procedures and regulations of this Chapter.

30

31 **10-20-5 Approval Process**

- 32
- 33 A. Applications for a Conservation Residential Subdivision shall be submitted and processed in
34 accordance with the requirements and procedures set forth in the City Subdivision
35 Ordinance, including submission and approval of schematic, preliminary and final plans or
36 plats, and any additional procedural requirements set forth in this Chapter, including, but not
37 limited to, submission of a Sensitive Area Designation Plan and/or Master Development
38 Plan.

39

40 **10-20-6 Development Activities Prohibited**

- 41
- 42 A. In order to ensure the preservation and enhancement of existing conditions of certain
43 property within the City, including, but not limited to, constrained and sensitive lands,
44 natural and cultural resources, wildlife habitat and other unique and sensitive lands, no new
45 development activity shall be permitted on property proposed for development as a
46 Conservation Residential Subdivision prior to final plat approval as provided herein. Upon

1 final plat approval, all development activity shall be conducted in accordance with and
2 subject to applicable permit and development approval processes required by City
3 Ordinances, rules and regulations. For purposes of this Section, "development activity" shall
4 include any disturbance or alteration of the property in any way, but shall not include
5 continuation of any currently existing permitted use of the property.
6

7 **10-20-7 Waiver**
8

9 A. Subject to the provisions set forth herein, any provision of this Chapter may be waived by the
10 City Council upon a vote of not less than three (3) members of the City Council. Such
11 waiver(s) shall be granted only in limited circumstances as deemed appropriate and necessary
12 by the City Council. No waiver shall be granted absent a finding of good cause based upon
13 specific special circumstances attached to the property, nor shall any waiver be granted for
14 reasons of financial hardship. No waiver shall be granted that would be contrary to the public
15 interest or contrary to the underlying intent of this Chapter. Any waiver of the required
16 minimum conservation land dedication shall require comparable compensation, off-site
17 improvements, amenities or other consideration of comparable size, quality and/or value.
18

19 **10-20-8 Sensitive Area Designation Plan Map**
20

21 A. All applications for a Conservation Residential Subdivision shall include a Sensitive Area
22 Designation Plan Map prepared in accordance with the provisions set forth herein. The
23 Sensitive Area Designation Plan Map shall identify all constrained and sensitive lands within
24 the property boundaries and within four hundred (400) feet outside of the property
25 boundaries, including, but not limited to, floodplains, wetlands, and steep slopes. The
26 Sensitive Area Designation Plan Map shall also clearly identify all natural or cultural
27 resources present on the property and within four hundred (400) feet outside of the property,
28 including, but not limited to, geographic features, including, but not limited to, meadows,
29 grasslands, tree stands, streams, stream corridors, flood walls, berms, watercourses, farmland,
30 wildlife corridors and/or habitat; historic buildings and/or sites; archeological sites; cultural
31 features and green space. Applicants are solely responsible for checking and ensuring the
32 accuracy and designation of constrained and sensitive lands and natural and cultural
33 resources on the Sensitive Area Designation Plan Map for their particular project and
34 applicable adjacent property. If site analysis, surveying and/or identification of constrained
35 and sensitive lands and natural and cultural resources require entry onto adjacent properties,
36 applicants are solely responsible for obtaining all required permits and/or approvals for such
37 entry and analysis, surveying and/or identification.
38

39 **10-20-9 Master Development Plan**
40

41 A. When deemed necessary or desirable by the City, application and approval for a
42 Conservation Residential Subdivision may require the submission and approval by the City
43 Council of a Master Development Plan and/or Development Agreement. Such Master
44 Development Plan and/or Development Agreement may be required by the City at any stage
45 of the subdivision approval process.
46

1 **10-20-10 Dimensional Standards**

2
3 A. Density. The permitted density for development within a Conservation Residential
4 Subdivision shall be determined in accordance with the following chart, hereinafter referred
5 to as the "Development Incentive Chart".
6

Development Incentive Chart- R-1				
Conservation Land	Incentive Multiplier	Minimum Average Lot Size	Lot Size Minimum	Required Frontage
25%	18.75%	13,677	12,000	100'
30%	25%	12,196	10,500	95'
35%	31.25%	10,759	8,500	85'
40%	37.5%	9,496	8,000	80'

7

Development Incentive Chart- R-2				
Conservation Land	Incentive Multiplier	Minimum Average Lot Size	Lot Size Minimum	Required Frontage
15%	12.5%	16,456	14,000	100'
20%	18.75%	14,673	12,000	100'
25%	25%	13,068	10,500	95'
30%	31.25%	11,616	9,000	90'
35%	37.5%	10,296	7,800	80'

8

Development Incentive Chart- R-1A				
Conservation Land	Incentive Multiplier	Minimum Average Lot Size	Lot Size Minimum	Required Frontage
15%	8.33%	24,209	23,000	100'
20%	16.67%	21,157	20,000	100'
25%	25%	18,513	17,000	100'
30%	33.33%	16,199	15,000	100'
35%	41.67%	14,157	13,000	95'
40%	50%	12,342	11,000	90'

9

10 The average lot size of the subdivision in areas developed as R-1A may vary slightly from the
11 figures listed, depending on the gross acreage of the project, but the variation will be less than
12 3% either way. This chart is based on a project with gross acreage of 10 acres, which would
13 provide 12 lots. (Original number of $\frac{3}{4}$ acre lots = gross acreage of the proposed subdivision x
14 1.2)
15

16 B. Procedure For Calculating Density Bonuses. The density bonus for a conservation
17 subdivision shall be arrived at by multiplying the incentive multiplier for the percentage of

conservation land by the original number of lots. (Original number of ½ acre lots = gross acreage of the proposed subdivision x 1.6) The following is an example of how density bonuses would be calculated on a 10 acre parcel of land zoned R-1. The chart is based on the premise that 10 acres gross land less roads = 8 acres developable land = 16 half-acre lots (10 x 1.6).

Example of Density Bonuses- 10 acre parcel of property zoned R-1

Conservation Land	Acres of Open Space	Net Acres of Land	Incentive Multiplier	Number of Lots	Minimum Average Lot Size
25%	2	6	18.75%	19	13,677
30%	2.4	5.6	25%	20	12,196
35%	2.8	5.2	31.25%	21	10,759
40%	3.2	4.8	37.5%	22	9,496

- C. **Minimum Required Conservation Land.** All Conservation Residential Subdivisions shall provide a minimum amount of conservation land within the Conservation Residential Subdivision as set forth in the Development Incentive Chart in Subsection A. The minimum percentage of required conservation land for any given Conservation Residential Subdivision shall be calculated based upon the total acreage of property within the proposed subdivision. Except as otherwise provided herein, conservation land shall not be included within any residential lot.
- D. **Attached Housing Incentive.** In an approved Conservation Residential Subdivision ten (10) acres or larger in size that provides for 30% or more Conservation Land, the City may approve one attached housing structure of up to four units for an additional 5% Conservation Land set aside in the project, with no more than one (1) structure per ten (10) gross project acres. The attached housing structures must be located on lots a minimum of 16,000 square feet in size. Each attached housing unit approved will count as only a single residential unit for density calculation purposes in the project. For example, a twenty-acre Conservation Residential Subdivision in the R-1 zone with 30% proposed Conservation Land would receive a 25% Incentive Multiplier, resulting in a 40 lot approved unit count for the project. For an additional 5% Conservation Land commitment, the applicant could receive approval for development of two lots for attached housing, resulting in approval of 46 residential units in the project, 38 single-family lots and two four-unit attached housing lots.
- E. **Lot Area.** The lot area and minimum lot size for lots within a Conservation Residential Subdivision shall be determined in accordance with the Development Incentive Chart set forth in Subsection A. The typical lot area is likely to be much closer in size to the established threshold for each zone because that lot size can be delivered by developers while still meeting the minimum conservation land requirements set forth herein.
- F. **Lot Width at Front Setback.** The minimum lot width at the front setback (Required Frontage) for main buildings within a Conservation Residential Subdivision shall be in accordance with the Development Incentive Chart.

- 1
2 G. Yard Regulations. The builder or developer of a Conservation Residential Subdivision may
3 consider variations in the principal building position and orientation, but shall observe the
4 following minimum standards for buildings within a Conservation Residential Subdivision.
5 Exceptions to these minimum setback regulations may be approved by the City Council, in
6 its sole discretion, during plat approval process when deemed appropriate and desirable
7 under the circumstances.
8
9 1. Front Setback. The minimum front yard setback for main buildings in a Conservation
10 Residential Subdivisions shall be thirty (30) feet.
11
12 2. Rear Setback. The minimum rear yard setback for main buildings within a Conservation
13 Residential Subdivisions shall be twenty-five (25) feet.
14
15 3. Side Setback. The minimum side yard setback for main buildings within a Conservation
16 Residential Subdivision shall be ten (10) feet.
17
18 4. Side Corner Setback. The minimum side setback on a corner lot for main buildings
19 within a Conservation Residential Subdivision shall be fifteen (15') feet from the
20 property line in compliance with clear vision standards set forth in Section 10-12-11 of
21 this Title.
22
23 5. Accessory buildings shall be located at least six (6') feet to the rear of the dwelling, shall
24 not occupy more than twenty-five percent (25%) of the rear yard, and shall be located at
25 least fifteen (15') feet from any dwelling on an adjacent lot. Such buildings may be
26 located within three (3') foot of the side or rear property line. Accessory buildings on lots
27 with the rear property line adjacent to the conservation land shall be a minimum of ten
28 (10') feet from the rear property line. Accessory buildings shall be subordinate in height
29 to the main building and shall have an area maximum equal to seventy-five (75%)
30 percent of the footprint area of the house.
31
32 6. Animal shelters, hay barns, coops, corrals or other similar buildings or structures shall be
33 located not less than ten (10) feet from any side or rear property line and one hundred
34 (100) feet from any public street or from any dwelling on an adjacent property.
35
36 7. A detached garage, or other architecturally compatible structure as approved by the
37 Planning Commission, may be located in the side yard of a lot providing that a six (6')
38 foot separation is maintained from the residence and all front, side, and rear setbacks are
39 met.
40
41 8. On double-frontage lots, accessory buildings shall be located not less than thirty (30')
42 feet from each street upon which the lot has frontage.
43
44 H. Building Height.
45
46 1. Main buildings:

- 1 a. Main buildings shall not exceed forty (40') feet in height;
- 2 b. No dwelling or structure shall contain less than one story.
- 3
- 4 2. Accessory buildings or structures shall not exceed twenty (20') feet in height unless an
- 5 increased height is approved by the Planning Commission after review of a conditional
- 6 use application filed by the property owner.
- 7
- 8 3. Accessory buildings on lots greater than ½ acre in size shall meet the setback and height
- 9 requirements of the underlying zone in which they are located.

10-20-11 **Design Standards**

- 13 A. Individual Lots. Individual lots in Conservation Residential Subdivisions shall be laid out
- 14 pursuant to the dimensional standards set forth herein. With the exception of conservancy
- 15 lots, individual residential lots shall not encroach upon or contain any of the required
- 16 minimum designated conservation land for the Subdivision or any constrained or sensitive
- 17 lands, as defined herein.
- 18
- 19 B. Front-loading Garages. Garage door entrances shall be level to or behind the front plane of
- 20 the dwelling.
- 21
- 22 C. Conservation Land Coordination. In order to create larger areas of conservation land and to
- 23 combine open space from a variety of developments, conservation land shall be coordinated
- 24 either with existing adjacent conservation land or with planned future conservation land. If
- 25 no adjacent parcels of land are planned for development, conservation land shall be planned
- 26 to provide the greatest likelihood of adjoining future developments' conservation land.
- 27
- 28 D. Conservation Lands. Standards pertaining to the quantity, quality, configuration, use,
- 29 permanent protection, ownership, and maintenance of the conservation land within a
- 30 Conservation Residential Subdivision shall be complied with as provided herein.
- 31
- 32 E. Constrained and Sensitive Lands. Restrictions and regulations regarding the preservation,
- 33 protection, ownership and maintenance of constrained and sensitive lands within a
- 34 Conservation Residential Subdivision shall be complied with as provided herein.

10-20-12 **Conservancy Lots**

- 38 A. Conservancy Lots. Conservation land and constrained and sensitive land may be included
- 39 within individual residential lots in limited circumstances when such areas can be properly
- 40 protected and preserved in accordance with the intent and purpose of this Chapter. Such lots
- 41 shall be known and referred to as "Conservancy Lots" and must be approved by the City
- 42 Council in conjunction with the subdivision approval.
- 43
- 44 B. Regulations. Conservation land and constrained and sensitive land within a Conservancy Lot
- 45 shall remain subject to all regulations and requirements for such land as set forth herein,
- 46 including, but not limited to, use, design, maintenance, ownership and permanent protection.

1
2 C. Ownership. Ownership may be held in perpetuity by an individual or corporation with a
3 restriction on the recorded plat preventing further development by providing a conservation
4 easement to Nibley City.
5

6 **10-20-13 Use Regulations**
7

8 A. Subdivision. Subject to use and development restrictions of constrained and sensitive lands
9 as set forth herein, land within Conservation Residential Subdivisions may be used for the
10 following purposes:
11

- 12 1. Permitted Uses. Any uses permitted in the relevant zone.
- 13
- 14 2. Conservation Land. Conservation land, subject to the use and development restrictions of
15 conservation land as set forth herein.
- 16
- 17 3. Accessory Uses. Any permitted accessory uses as provided in the relevant zoning
18 regulations.
19

20 B. Conservation Land. Conservation land may be used for the following purposes:
21

- 22 1. Permitted Uses. The following uses are permitted in conservation land areas:
23
 - 24 a. Conservation of open land in its natural state; e.g., meadow, grassland, tree stands,
25 farmland, etc.
 - 26
 - 27 b. Agricultural and horticultural uses, including raising crops.
 - 28
 - 29 c. Underground utility easements for drainage, access, sewer or water lines, or other
30 public purposes.
 - 31
 - 32 d. Above-ground utility and street rights-of-way may traverse conservation land if
33 permitted under City Ordinances; provided, areas encumbered by such facilities
34 and/or rights-of-way shall not be counted towards the minimum required conservation
35 land for the Subdivision.
 - 36
 - 37 e. Conservation land of less than one half (.5) acre may be used as landscaped buffers
38 for road ways, landscaped entrances to subdivisions, neighborhood "pocket parks" or
39 similar amenities as approved by the Planning Commission.
 - 40
- 41 2. Conditional Uses. The following uses shall be considered as conditional in conservation
42 land areas:
43
 - 44 a. Agricultural uses, not otherwise permitted, including livestock and associated
45 buildings that support an active, agricultural or horticultural operation, but excluding
46 livestock operations involving swine, poultry, and mink.

- 1
- 2 b. Pastureland for sheep, cows and horses.
- 3
- 4 c. Equestrian facilities.
- 5
- 6 d. Wholesale nurseries and associated buildings that are specifically needed to support
- 7 active, viable horticultural operations.
- 8
- 9 e. Silviculture, in keeping with established standards for selective harvesting and
- 10 sustained-yield forestry.
- 11
- 12 f. Neighborhood open space uses such as village greens, commons, picnic areas,
- 13 community gardens, trails, and similar low-impact passive recreational uses
- 14 specifically excluding motorized off-road vehicles, rifle ranges, and other uses similar
- 15 in character and potential impact.
- 16
- 17 g. Active non-commercial recreation areas, such as trails, playing fields, playgrounds,
- 18 courts, and bikeways.
- 19
- 20 h. Golf courses, not including miniature golf.
- 21
- 22 i. Water supply and sewage disposal systems, and stormwater detention areas designed,
- 23 landscaped, and available for use as an integral part of the conservation land.
- 24
- 25 j. Fencing, when deemed necessary and appropriate for the particular use, condition,
- 26 purpose and/or location of the conservation land.
- 27
- 28 3. Prohibited Uses. The following uses shall be considered prohibited in conservation land
- 29 areas:
- 30
- 31 a. Any residential, commercial or industrial activity;
- 32
- 33 b. Any development, construction or location of any manmade modification or
- 34 improvements such as buildings, structures, roads, parking lots, or other
- 35 improvements, except as may be necessary to support a permitted or conditional use;
- 36
- 37 c. Any filling, dredging, excavating, mining, drilling, or exploration for and extraction
- 38 of oil, gas, minerals or other resources from the property;
- 39
- 40 d. Any dumping or storing of ashes, trash, garbage or junk vehicles or equipment;
- 41
- 42 e. Burning of any materials, except as necessary for agricultural, drainage and fire
- 43 protection purposes;
- 44

- 1 f. The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles
2 and other recreational vehicles, except as may be necessary to maintain and operate
3 the property and/or utility facilities within the property;
4
- 5 g. Hunting or trapping for any purpose other than predatory or problem animal control;
6
- 7 h. Advertising of any kind or nature and any billboards or signs; provided, directory and
8 information signs may be displayed describing the easement and prohibited or
9 authorized use of the same;
10
- 11 i. Any cutting of trees or vegetation, except as necessary for fire protection, thinning,
12 elimination of diseased growth, control of non-native plant species, maintenance of
13 landscaped areas, and similar protective measures or those activities relating to
14 permitted agricultural uses;
15
- 16 j. The change, disturbance, alteration, or impairment of significant natural ecological
17 features and values of the property or destruction of other significant conservation
18 interests on the property;
19
- 20 k. The division, subdivision or de facto subdivision of the property;
21
- 22 l. Changing the topography of the property by placing on it any soil, dredging spoils,
23 land fill, or other materials, except as necessary to conduct specific permitted
24 purposes; and
25
- 26 m. All other uses and practices inconsistent with and detrimental to the stated objectives
27 and purpose of the easement.
28

29 C. Constrained and Sensitive Lands. Except for passive recreational activities, no development
30 or residential uses shall be permitted within constrained and sensitive lands.
31

32 **10-20-14 Conservation Land Design Standards.** Designated conservation land within a
33 Conservation Residential Subdivision shall meet the following standards:
34

- 35 A. Significant Areas and Features. Conservation land should include the most unique and
36 sensitive resources and locally significant features of the property within the Subdivision
37 such as meadows, grasslands, tree stands, streams, stream corridors, berms, watercourses,
38 farmlands, wildlife corridors and/or habitat, historic buildings and/or sites, archeological
39 sites, cultural features, green space, scenic views, etc.
40
- 41 B. Contiguous Land. Conservation lands within a development shall be contiguous to provide
42 for large and integrated open space areas within the Subdivision. Non-contiguous parcels of
43 conservation lands may be approved by the City Council during plat approval process upon a
44 finding that such exception is necessary and/or desirable based upon consideration of the size
45 of the project, the size of the conservation parcels, the types of features and resources
46 included within the conservation lands, and other relevant considerations. Long thin strips of

1 conservation land (less than one hundred (100) feet wide) are prohibited, unless approved by
2 the City Council during plat approval process upon a finding that such configuration of the
3 conservation land is necessary and/or desirable to connect other significant areas, to protect
4 linear resources such as streams or trails, or to provide a buffer.
5

6 C. Open Space Network Connection. Conservation land within a Conservation Residential
7 Subdivision shall be designed and laid out as part of a larger continuous and integrated open
8 space system to ensure that an interconnected network of open space will be provided
9 throughout the City.
10

11 D. Visibility. Conservation land shall be located and designed within the Conservation
12 Residential Subdivision to add to the visual amenities of neighborhoods and to the
13 surrounding area by maximizing the visibility of internal open space. Such enhanced
14 visibility of conservation land may be accomplished through design and location of such
15 open space as terminals at the ends of streets or along "single-loaded" street segments,
16 particularly along the outside edges of street curves, and by maximizing the visibility of
17 external open space as perimeter "greenbelt" conservation land.
18

19 E. Buffering. Conservation land shall be designed to provide buffers and to protect scenic views
20 as seen from existing roadways and from public parks. Where the proposed development
21 abuts a national forest or other public park, open space, wildlife sanctuary or preserve, a
22 natural greenway buffer at least twenty-five (25') feet wide shall be provided within the
23 development along its common boundary with said land, within which no new structures
24 shall be constructed, nor shall any clearing of trees or understory growth be permitted (except
25 as may be necessary for street or trail construction or fire safety). Where this buffer is
26 unwooded, the City may require vegetative screening to be planted at developer's sole cost
27 and expense and/or that the buffer be managed to encourage natural forest succession
28 through policies and the periodic removal of invasive alien plant and tree species.
29

30 F. Pedestrian Access. Developer shall provide adequate pedestrian access to conservation land
31 which is open to public or resident use.
32

33 G. Maintenance Access. Developer shall provide sufficient maintenance access to all
34 conservation land and constrained and sensitive lands within the Conservation Residential
35 Subdivision.
36

37 H. Landscaping. All conservation land that is not wooded, farmed, or maintained as
38 conservation meadows, grassland, or other approved open space, shall be landscaped at
39 developer's sole cost and expense in accordance with landscaping requirements for
40 subdivisions.
41

42 **10-20-15 Permanent Protection of Conservation Lands.** 43

44 A. Conservation Easement. All conservation land shall be permanently restricted from future
45 development by a conservation easement or other method of protection and preservation
46 acceptable to the City. Under no circumstances shall any development be permitted in the

1 conservation land at any time, except for those permitted or conditional uses listed herein and
2 approved in conjunction with the Conservation Residential Subdivision. All conservation
3 easements, or other acceptable method of protection and preservation of the conservation
4 land within a Conservation Residential Subdivision, shall be approved by the City Council
5 and recorded prior to or concurrent with the recording of the final plat for the Conservation
6 Residential Subdivision.

7
8 B. Terms and Conditions. All conservation easements, or other acceptable method of protection
9 and preservation of the conservation land within a Conservation Residential Subdivision,
10 shall be in substantially the same form as the standard conservation easement form provided
11 by the City and shall include, at a minimum, the following terms and/or conditions:

- 12
13 1. legal description of the easement;
14 2. description of the current use and condition of the property;
15 3. permanent duration of easement;
16 4. permitted and conditional uses;
17 5. prohibited development and/or uses;
18 6. maintenance responsibilities and duties; and
19 7. enforcement rights and procedures.

20
21 C. Grantee. Unless otherwise approved by the City Council, the grantee of a conservation
22 easement shall consist of one of the following acceptable entities which entity shall be
23 qualified to maintain and enforce such conservation easement: land trust, conservation
24 organization or governmental entity. The City may, but shall not be required to, accept, as
25 grantee, a Conservation Easement encumbering conservation lands within a Conservation
26 Residential Subdivision, provided there is no cost of acquisition to the City for the easement
27 and sufficient access to and maintenance responsibilities regarding the conservation land are
28 provided.

29
30 **10-20-16 Ownership of Conservation Lands.**

31
32 A. Undivided Ownership. Unless otherwise approved by the City and subject to the provisions
33 set forth in this Chapter, the underlying fee ownership of the conservation land shall remain
34 in single ownership and may be owned and maintained by one of the following entities:
35 homeowners' association, land trust, conservation organization, governmental entity, or
36 private individual.

37
38 B. Property subject to a conservation easement, or other acceptable method of protection and
39 preservation, shall not be subdivided.

40
41 C. Owners' Association. Conservation land may be held in common ownership by a
42 condominium homeowners' or other acceptable owners' association, subject to all of the
43 provisions for owners' associations set forth in State regulations and the City's Subdivision
44 regulations. In addition, the following regulations shall be met:
45

1. A description of the organization of the proposed association, including its by-laws, and all documents governing ownership, maintenance, and use restrictions for conservation land, including restrictive covenants for the Subdivision, shall be submitted by the developer with the Final Plat application.
2. The proposed association shall be established and operating (with financial subsidization, if necessary) prior to or concurrent with the recording of the Final Plat for the Subdivision.
3. Membership in the association shall be mandatory for all purchasers of property within the Subdivision and their successors in title.
4. The association shall be responsible for maintenance and insurance of conservation land.
5. The by-laws of the association and restrictive covenants for the Subdivision shall confer legal authority on the association to place a lien on the real property of any member who falls delinquent in dues. Such dues shall be paid with the accrued interest before the lien may be lifted.
6. Written notice of any proposed transfer of conservation land by the association or the assumption of maintenance for the conservation land must be given to all members of the association and to the City no less than thirty (30) days prior to such event.
7. The association shall have adequate staff to administer, maintain, and operate such conservation land.

10-20-17 Maintenance of Conservation Lands.

- A. Costs. Unless otherwise agreed to by the City, the cost and responsibility of maintaining conservation land shall be borne by the owner of the underlying fee of the conservation land.
- B. Plan. The developer shall submit a Master Plan outlining maintenance and operations of the conservation land and providing for and addressing the means for permanent maintenance of the conservation land within the proposed Conservation Residential Subdivision with the Preliminary Plat application for the Subdivision. The Maintenance Plan shall provide the following:
 1. The Plan shall define ownership.
 2. The Plan shall establish necessary regular and periodic operation and maintenance responsibilities for the various kinds of open space (e.g., lawns, playing fields, meadow, pasture, wetlands, stream corridors, hillsides, cropland, woodlands, etc.).
 3. The Plan shall estimate staffing needs, insurance requirements, and associated costs, and define the means for funding the maintenance of the conservation land and operation of any common facilities on an on-going basis. Such funding plan shall include the means

1 for funding long-term capital improvements as well as regular yearly operating and
2 maintenance costs.

- 3
4 4. At the City's discretion, the applicant may be required to escrow sufficient funds for the
5 maintenance and operation costs of common facilities for up to one year following
6 acceptance by the City.
7

8 C. Approval. The Maintenance Plan must be approved by the City Council prior to or
9 concurrent with Final Plat approval for the Subdivision. The Maintenance Plan shall be
10 recorded against the property and shall include provisions for the City's corrective action
11 rights as set forth herein. Any changes or amendments to the Maintenance Plan shall be
12 approved by the City Council.
13

14 D. Failure to Maintain. In the event that the organization established to maintain the
15 conservation land and the common facilities, or any successor organization thereto, fails to
16 maintain all or any portion thereof in reasonable order and condition, the City may assume
17 responsibility, as a right but not an obligation, for maintenance, in which case any escrow
18 funds may be forfeited and any permits may be revoked or suspended.
19

20 E. Corrective Action. The City may enter the premises and take corrective action, including
21 extended maintenance. The costs of such corrective action may be charged to the property
22 owner and may include administrative costs and penalties. Such costs shall become a lien on
23 said properties. Notice of such lien shall be filed by the City in the County Recorder's office.
24 The Maintenance Plan and all other documents creating or establishing any association or
25 conservation organization for the property shall reference the City's corrective action
26 authority set forth herein and shall be recorded against the property.
27

28 F. The developer shall fund implementation and maintenance of the conservation easement until
29 such time as the control of the easement is transferred to the long-term manager. The
30 developer shall address implementation, development, maintenance and transfer procedures
31 in the Sensitive Area Designation Plan Map or Master Development Plan, as applicable.
32
33
34

35 Additionally, Section 10-1-7 shall be amended to read:
36

37 **TERRITORY ANNEXED TO CITY:** at the time of the annexation of new territory to the city,
38 the city council shall classify such territory for zoning purposes as:
39

40 A. Less than five (5) acres, may be zoned the same as the surrounding land already in the city.
41

42 B. Greater than or equal to five (5) acres shall be zoned either Residential (R-1) or Commercial
43 or Industrial.

APPENDIX B: Apple Creek Subdivision Density Calculations and Recorded Plats

SUBDIVISION ANALYSIS NARRATIVE

The purpose of this analysis is to calculate the compliance of each configuration with the numerical requirements for Nibley's subdivision ordinances 08--1, 18-05, and 20-14 to verify that the requirements for each ordinance would be met if Lot 35 of the original subdivision were to be split into a large Conservation parcel and two building lots.

There are three types of lots in the subject parcels. 1) Conservancy lot with residential building, 2) Conservancy lot without residential building, 3) Residential lot. Conservancy lots with residential allow construction of a single residential building permit and share conservancy space. Conservancy Lots are 100% conservancy space. Residential lots do not contain conservancy space.

The total area of the subdivision was 20.26 acres
Public infrastructure dedications totaled 3.69 acres
Net developable area is 16.57 acres

There are three cases reviewed in this analysis.

1) Platted. This is the original Apple Creek subdivision lot configuration. This was designed as a Conservation

The original design was done under Ordinance 08-01 with the following geometric requirements:

R2 base zoning => 2 lots per net developable acre

Max number of lots under R2 = 16.57 ac * 2 lots/ac = 33 lots

Conservancy Calculations

Conservancy dedication: 3.33 acres (20% of net developable area)

Density bonus multiplier 18.75% (for 20% conservancy dedication)

Minimum lot size 12000 sf

Minimum average lot size 14673 sf

Maximum number of lots = 33 lots (base) * 1.1875 (incentive) = 39 lots

Total lots platted Phase 1 Phase 2 = 35 lots

Remaining lot availability = 4 lots

Lot 35 was left as a large development parcel with two potential building sites

The FEMA flood zone boundaries were subsequently amended by FEMA Letter of Amendment, and eliminated in 2023 mapping

The area delineated as possible wetland has been re-designated as a pond in the plat. Per UT 10-9a-521, Wetlands, only the US Army Corps of Engineers or another Federal agency may designate a jurisdictional wetland. No determination has been made, and the conservation easement on the property renders the question moot.

2) Current. Lots 28 and 35, and Lot 2 of the Ashbury Estates subdivision, were realigned in 2020 to the configuration and sizes shown.

Lot 35 was reduced in size to accommodate a neighbor request to increase the size of their lot.

Ashbury Estates Lot 2 was increased in size 0.25 acres; approximately 2500 SF from Lot 29 Apple Creek and balance from Lot 35 Apple Creek

All conservancy lot requirements and regulations are still attached to the original conservancy boundaries

3) Proposed. Finalize conservancy lot in Lot 35 by splitting off lots 36 and 37 as new buildable lots. Remainder (1.55 acres) to be set aside as dedicated conservancy lot

Lot 35 reconfigured to 1.55 acres conservation comprising pond, pasture, tree stand, meadow

Lot 36 to be 12000 sf on cul de sac, 100 ft frontage at setback

Lot 37 to be 15600 sf lot on end of private drive on easement

As a nondevelopable conservancy lot, Lot 35 will be held privately and managed under the same terms as the other conservation lots in Apple Creek

Plat data, Apple Creek Subdivision (Phase 1 and 2)					
	Mixed lots are building lots with designated conservation space as permitted by ordinance				
	PLATTED				
Lot	Type	Total Area		Conservation	
		SF	AC	SF	AC
1	Mixed	15913	0.37	1742	0.04
2	Mixed	38249	0.88	20909	0.48
3	Building	18422	0.42		
4	Building	15086	0.35		
5	Building	15128	0.35		
6	Building	15145	0.35		
7	Building	15298	0.35		
8	Building	15161	0.35		
9	Building	13492	0.31		
10	Building	13478	0.31		
11	Building	13483	0.31		
12	Building	13489	0.31		
13	Building	13494	0.31		
14	Building	12900	0.30		
15	Building	12894	0.30		
16	Building	13502	0.31		
17	Building	13505	0.31		
18	Building	13508	0.31		
19	Building	13511	0.31		
20	Building	12488	0.29		
21	Building	19721	0.45		
22	Building	13831	0.32		
23	Building	13840	0.32		
24	Building	13849	0.32		
25	Building	13858	0.32		
26	Building	13893	0.32		
27	Building	16512	0.38		
28	Mixed	35884	0.82	17424	0.40
29	Mixed	36612	0.84	16988	0.39
30	Building	15553	0.36		
31	Building	15522	0.36		
32	Building	16398	0.38		
33	Mixed	44504	1.02	23958	0.55
34	Mixed	38246	0.88	14375	0.33
35	Mixed	105521	2.42	49658	1.14
Total		721890	16.57	145055	3.33
Min		12488	0.29		
Max		105521	2.42		
Average		20625	0.47		
% of total		100%	100%	20%	20%

Plat data, Apple Creek Subdivision					
		Current Layout			
		Area		Conservation	
Lot	Type	SF	AC	SF	AC
1	Mixed	15913	0.37	1742	0.04
2	Mixed	38249	0.88	20909	0.48
3	Building	18422	0.42		
4	Building	15086	0.35		
5	Building	15128	0.35		
6	Building	15145	0.35		
7	Building	15298	0.35		
8	Building	15161	0.35		
9	Building	13492	0.31		
10	Building	13478	0.31		
11	Building	13483	0.31		
12	Building	13489	0.31		
13	Building	13494	0.31		
14	Building	12900	0.30		
15	Building	12894	0.30		
16	Building	13502	0.31		
17	Building	13505	0.31		
18	Building	13508	0.31		
19	Building	13511	0.31		
20	Building	12488	0.29		
21	Building	19721	0.45		
22	Building	13831	0.32		
23	Building	13840	0.32		
24	Building	13849	0.32		
25	Building	13858	0.32		
26	Building	13893	0.32		
27	Building	16512	0.38		
28	Mixed	35884	0.82	17424	0.40
29	Mixed	36155	0.83	16988	0.39
30	Building	15553	0.36		
31	Building	15522	0.36		
32	Building	16398	0.38		
33	Mixed	44504	1.02	23958	0.55
34	Mixed	38246	0.88	14375	0.33
35	Mixed	95088	2.18	49658	1.14
36	Building	--	--	--	--
37	Building	--	--	--	--
Ashbury 2	Mixed	10890	0.25	10890	0.25
Total		721890	16.57	145055	3.33
Min		12488	0.29		
Max		95088	2.18		
Average		20625	0.47		
% of total		100%	100%	20%	20%
Δ Conserv				0	0.00

				sf/acre	43560		
			Plat data, Apple Creek Subdivision				
				PROPOSED			
			Type	Area		Conservation	
			Lot	SF	AC	SF	AC
			1 Mixed	15913	0.37	1742	0.04
			2 Mixed	38249	0.88	20909	0.48
			3 Building	18422	0.42		
			4 Building	15086	0.35		
			5 Building	15128	0.35		
			6 Building	15145	0.35		
			7 Building	15298	0.35		
			8 Building	15161	0.35		
			9 Building	13492	0.31		
			10 Building	13478	0.31		
			11 Building	13483	0.31		
			12 Building	13489	0.31		
			13 Building	13494	0.31		
			14 Building	12900	0.30		
			15 Building	12894	0.30		
			16 Building	13502	0.31		
			17 Building	13505	0.31		
			18 Building	13508	0.31		
			19 Building	13511	0.31		
			20 Building	12488	0.29		
			21 Building	19721	0.45		
			22 Building	13831	0.32		
			23 Building	13840	0.32		
			24 Building	13849	0.32		
			25 Building	13858	0.32		
			26 Building	13893	0.32		
			27 Building	16512	0.38		
			28 Mixed	35884	0.82	17424	0.40
			29 Mixed	36155	0.83	16988	0.39
			30 Building	15553	0.36		
			31 Building	15522	0.36		
			32 Building	16398	0.38		
			33 Mixed	44504	1.02	23958	0.55
			34 Mixed	38246	0.88	14375	0.33
			35 Mixed	65785	1.51	65785	1.51
			36 Building	12959	0.30	--	--
			37 Building	16344	0.38	--	--
			35* 37 Access	4639	0.11		
			Ashbury 2 Mixed	10890	0.25	10890	0.25
			Total	721890	16.57	172072	3.95
			Total (less access easement)			167433	3.84
			Min	12488	0.29		
			Max	65785	1.51		
			Average	19750	0.45		
			% of total	100%	100%	24%	24%
			Δ Conserv *			27017	0.62
			% total without access easement			23%	23%
			* Conservation land counting towards total does not include portion dedicated to Lot 37 access easement				

APPENDIX C: Proposed Revised Plat

APPENDIX D: UT Code 10-9a-532, Development Agreements

10-9a-532. Development agreements.

- (1) Subject to Subsection [\(2\)](#), a municipality may enter into a development agreement containing any term that the municipality considers necessary or appropriate to accomplish the purposes of this chapter.
- (2) (a) A development agreement may not:
 - (i) limit a municipality's authority in the future to:
 - (A) enact a land use regulation; or
 - (B) take any action allowed under Section [10-8-84](#);
 - (ii) require a municipality to change the zoning designation of an area of land within the municipality in the future; or
 - (iii) allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Section [10-9a-502](#), including a review and recommendation from the planning commission and a public hearing.
- (b) A development agreement that requires the implementation of an existing land use regulation as an administrative act does not require a legislative body's approval under Section [10-9a-502](#).
- (c) (i) If a development agreement restricts an applicant's rights under clearly established state law, the municipality shall disclose in writing to the applicant the rights of the applicant the development agreement restricts.
 - (ii) A municipality's failure to disclose in accordance with Subsection [\(2\)\(c\)\(i\)](#) voids any provision in the development agreement pertaining to the undisclosed rights.
- (d) A municipality may not require a development agreement as a condition for developing land if the municipality's land use regulations establish all applicable standards for development on the land.
- (e) To the extent that a development agreement does not specifically address a matter or concern related to land use or development, the matter or concern is governed by:
 - (i) this chapter; and
 - (ii) any applicable land use regulations.

Amended by Chapter [478](#), 2023 General Session

APPENDIX E: Nibley Ordinance 20-14, Rural Preservation Subdivision (Amended)

ORDINANCE 20-14
UPDATE TO NIBLEY CITY CODE 21.10.020 AMENDING THE RURAL PRESRVATION
SUBDIVISION

WHEREAS, Nibley City regulates the subdivision of land within Nibley City boundaries; and


WHEREAS, Nibley City promotes the preservation of meaningful open space for the enjoyment of its citizens;
and

WHEREAS, Nibley City promotes the efficient use of public resources to maintain open space in a satisfactory condition.

NOW, THEREFORE, BE IT ORDAINED BY THE NIBLEY CITY COUNCIL OF NIBLEY, UTAH THAT:

1. The attached proposed amendment to NCC 21.10.020 be adopted.
2. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
3. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
4. This ordinance shall become effective upon posting as required by law.

PASSED BY THE NIBLEY CITY COUNCIL THIS 13 DAY OF August, 2020.


Shaun Dustin, Mayor

ATTEST: 
Cheryl Bodily, Deputy City Recorder



21.10.020 Open Space Subdivision

- A. Purpose: The purpose of this section is to provide for subdivision development within Nibley City in a manner that:
1. Helps preserve the rural feeling of Nibley City as outlined in the General Plan;
 2. Provides Open Space Land with a specific purpose that provides visual and physical access to the public.
 3. Supports adopted City policies to conserve a variety of irreplaceable and environmentally sensitive resources and agricultural lands as set forth in the General Plan;
 4. Protects constrained and sensitive lands, including, but not limited to, those areas containing sensitive features such as steep slopes, floodplains, and wetlands, by setting them aside from development;
 5. Provides Open Space Land, including those areas containing unique or natural features such as meadows, grasslands, tree stands, streams, stream corridors, berms, waterway, farmland, wildlife corridors and/or habitat, historical buildings and/or sites, archeological sites, and green space, by setting them aside from development;
 6. Reduces erosion and sedimentation by the retention of existing vegetation and the minimization of development on steep slopes and other constrained and sensitive lands;
 7. Provides for a diversity of lot sizes to accommodate a variety of age and income groups and residential preferences, so that the community's population diversity may be enhanced;
 8. Provides incentives for the creation of greenway systems and Open Space Land within the City for the benefit of present and future residents.
 9. Creates neighborhoods with direct visual and/or physical access to Open Space Land;
 10. Maintains and creates scenic views and elements of the City's rural and scenic character and minimizes perceived density by maintaining views of new development from existing roads.
- B. Definitions: For the purpose of this section, the following words shall have the meanings set forth herein:
1. **OPEN SPACE LAND:** Any parcel or area of land dedicated under this section as indicated on an Open Space Subdivision Plat for the access and/or visual enjoyment of the public. Open Space Land must meet the standards and requirements of this section. Open Space Land may not be contained in the privately-owned parcel except as specifically allowed in this ordinance. Open Space Land must have 25% of its border adjacent to public access right-of-way, easement, or City park or contain a trail open to the public which traverses or runs adjacent to the Open Space Land. Open Space Land area shall not be included in setback areas calculations for principal or accessory uses.
 2. **CONSTRAINED AND SENSITIVE LAND:** Land which is generally unbuildable without engineered ground modifications, or which contains features including, but not limited to Federal, State, or municipally designated wetlands, floodplains, slopes greater than 20%, faults, designated canals per Nibley Ordinance and other geologically or environmentally sensitive features that require mitigation, special insurance or permits from government authorities to allow development. This land may be used as Open Space Land if it complies fully with conditions within this ordinance for qualification of Open Space.

3. **WATERWAY:** Surface water runoff and drainage, drainage ditches and irrigation waterways, whether surface or subsurface and natural waterways including creeks, streams, springs, rivers, ponds, and wetlands.
4. **TREE STAND:** A group or cluster of trees within a geographic location that are occurring naturally or artificially.
5. **MEADOWS:** Land vegetated with native species of grasses, trees, forbs, and flowers, either undisturbed or constructed, that can be sustained without supplemental irrigation. Actively used pasture and agricultural land are not considered Meadows under this definition.
6. **PASTURE:** A fenced enclosure or confined area used for the grazing of livestock or small animals which contains sufficient vegetation to serve as the principle food source for the livestock confined therein.
7. **NET DEVELOPABLE LAND:** Net Developable Land shall include the total area of the proposed development minus land that is required by Nibley City ordinance to be dedicated to the City including, but not limited to:
 8. Public access rights-of-way
 9. Land required to be dedicated along waterways
 10. Preservation lands with infrastructure installed to City standards by the developer as part of the development process (parks, trails, etc.)
 11. Constrained and Sensitive Land as defined herein
 12. Easements, lands dedicated to the City for preservation space but without public rights of access, and other utility or general rights-of-way without access to the public shall be included as Net Developable Land.
 13. Net Developable Land may be calculated for the purposes of concept review and preliminary plat approval based on either rule of thumb as outlined in the Lot Standards chart for the underlying zone of the proposed subdivision or based on actual measurements derived from the proposed plat. Calculation of Net Developable Land for final plat approval shall use actual measured Net Developable Land area. The proponent shall demonstrate compliance with this provision by calculation based on values demonstrably derived from the proposed final plat.

C. Applicability:

1. The election to develop the property as an Open Space Subdivision is voluntary and provided to developers as an alternative to the standard subdivision process codified in NCC 19 and NCC 21. The intent of this section and the Open Space Subdivision options is to encourage the creation and development of flexible designed Open Space Land and variety in lot size and conformation. Open Space Subdivisions may be developed within applicable residential zones of the City. Open Space Subdivisions shall be developed in accordance with and subject to the development standards, conditions, procedures and regulations of this section and with all other applicable subdivision ordinances and zoning regulations of the City which are not otherwise in conflict with the provisions of this section.
2. In cases of conflict with other Nibley City ordinances, the terms of this section shall govern.
3. **Development Options:** In R-1, R-1A, and R-2 zones in Nibley City, developers may elect to develop an Open Space Subdivision. R-2A zones may also be developed under the terms of this ordinance; in such cases, the R-2A zoned property shall be treated as R-

2 for the purposes of calculating underlying base density, number of lots, bonus density, lot sizes, and all other provisions outlined in this ordinance. If the zone is not listed above, it does not qualify for an Open Space Subdivision.

4. Developers desiring to develop the property as Open Space Subdivision are subject to the development standards, conditions procedures and regulations of this section.

D. Application Process:

1. Applications for an Open Space Subdivision shall be submitted and processed in accordance with the requirements and procedures set forth in the City Subdivision Ordinance, including submission and approval of schematic, preliminary and final plans or plats, and any additional procedural requirements set forth in this section, including, but not limited to, submission of a sensitive area designation plan and maintenance plan.
2. Pre-application Meeting: Applicants for an Open Space Subdivision shall have a pre-application meeting with the Development Committee as established in NCC 21.06.030 to review the application and answer questions provided by the applicant. Prior to this meeting, the developer shall submit the draft plan of the proposed subdivision and shall include the following:
 - a. Zoning and parcel location
 - b. Total gross acres
 - c. Estimated right-of-way dedication
 - d. Estimated Constrained and Sensitive Land
 - e. Estimated Net Developable Land
 - f. Estimated Open Space Dedication and proposed uses.
 - g. Total number of lots based on density bonus
 - h. Estimated lot sizes and subdivision layout.
3. Sensitive Area Designation Plan Map: All applications for a Open Space Subdivision shall include a sensitive area designation plan map prepared in accordance with the provisions set forth herein and submitted with the preliminary plat. The sensitive areas designation plan map shall identify all constrained and sensitive lands within the property boundaries as set forth in this section. The sensitive area designation plan map shall also clearly identify all-natural or cultural resources present on the property, including, but not limited to those defined in this ordinance (geographic features, meadows, tree stands, streams, stream corridors, floodwalls, berms, waterways, canals, irrigation ditches, farmland, pastures, wildlife corridors and/or habitat; historic buildings and/or sites; archeological sites; cultural features and green space). Applicants are solely responsible for the accuracy and designation of constrained and sensitive lands as defined in this ordinance, and natural and cultural resources as defined by the United States, State of Utah, Cache County, and Nibley City on the sensitive area designation plan map for their project and applicable adjacent property. The applicant shall include all sensitive areas within four hundred feet (400') of the developments property boundaries as noted in City, County, State, and Federal records.
4. Maintenance Plan for preserved Open Space Land: The developer must submit a Preliminary Maintenance Plan in accordance with subsection M,2 of this section and with the preliminary plat. For final plat application, the developer must submit a Final Maintenance Plan in accordance with subsection M,3 of this section. The Final

Maintenance Plan shall be attached to the Development Agreement required by NCC 21 and recorded with the Final for the property.

E. Dimensional Standards:

1. The lot standards within an Open Space Subdivision shall be determined in accordance with the Lot Standards Chart. Lot Standards Chart.

Lot Standards Chart					
Zone	Open Space Ratio (OSR)	Incentive Multiplier	Average Residential Lot Size	Minimum Residential Lot Size	Frontage
R-1	$0.25 \leq \text{OSR} < 0.30$	1.25	$\geq 18,700 \text{ ft}^2$	$\geq 17,000 \text{ ft}^2$	$\geq 100 \text{ ft}$
	$0.30 \leq \text{OSR} < 0.35$	1.30	$\geq 16,700 \text{ ft}^2$	$\geq 15,000 \text{ ft}^2$	$\geq 100 \text{ ft}$
	$0.35 \leq \text{OSR} < 0.40$	1.35	$\geq 14,700 \text{ ft}^2$	$\geq 13,000 \text{ ft}^2$	$\geq 95 \text{ ft}$
	$0.40 \leq \text{OSR}$	1.40	$\geq 12,700 \text{ ft}^2$	$\geq 11,000 \text{ ft}^2$	$\geq 90 \text{ ft}$
R-1A	$0.25 \leq \text{OSR} < 0.30$	1.25	$\geq 14,000 \text{ ft}^2$	$\geq 12,000 \text{ ft}^2$	$\geq 100 \text{ ft}$
	$0.30 \leq \text{OSR} < 0.35$	1.30	$\geq 13,000 \text{ ft}^2$	$\geq 11,000 \text{ ft}^2$	$\geq 95 \text{ ft}$
	$0.35 \leq \text{OSR} < 0.40$	1.35	$\geq 12,000 \text{ ft}^2$	$\geq 10,000 \text{ ft}^2$	$\geq 90 \text{ ft}$
	$0.40 \leq \text{OSR}$	1.40	$\geq 11,000 \text{ ft}^2$	$\geq 9,000 \text{ ft}^2$	$\geq 85 \text{ ft}$
R-2 and R-2A	$0.25 \leq \text{OSR} < 0.30$	1.20	$\geq 13,200 \text{ ft}^2$	$\geq 11,500 \text{ ft}^2$	$\geq 95 \text{ ft}$
	$0.30 \leq \text{OSR} < 0.35$	1.25	$\geq 12,200 \text{ ft}^2$	$\geq 10,500 \text{ ft}^2$	$\geq 90 \text{ ft}$
	$0.35 \leq \text{OSR} < 0.40$	1.30	$\geq 10,200 \text{ ft}^2$	$\geq 9,000 \text{ ft}^2$	$\geq 85 \text{ ft}$
	$0.40 \leq \text{OSR}$	1.35	$\geq 9,200 \text{ ft}^2$	$\geq 7,800 \text{ ft}^2$	$\geq 80 \text{ ft}$
Notes:					
1. The OSR is the ratio of the area of the Open Space Land divided by the area of the Net Developable Land.					
2. Frontage is determined at the front setback line.					

2. Procedure for Calculating Allowed Number of Lots: The Allowed Number of Lots including the density bonus for a Open Space Subdivision shall be determined as follows using the appropriate Incentive Multiplier from the Lot Standards Chart. The developer shall follow the process outlined below to determine allowable properties of the proposed subdivision and use these properties in developing the preliminary and final plats. All calculations and measurements shall be clearly documented in order and following the process outlined below and submitted with the plat applications:

- a. The subdivision must be in one of the approved zones as listed within the Open Space Subdivision requirements, and all calculation will be based on the parcel's current zone at the time of application and the associated Lot Standards Chart with the exception of R-2A zones; R-2A zones shall be treated as R-2 zones for the purposes of this ordinance.
- b. Provide to the City the total area contained within the subdivision plat.
- c. Provide to the City the total area being dedicated to rights-of-way.
- d. Provide to the City the total acres of Constrained and Sensitive Land.
- e. Provide the City the total Net Developable Land area as defined within this section.
- f. State the area of proposed Open Space Land.
- g. Calculate Open Space Ratio.
- h. Calculate the Base Number of Lots per zone:

$$(1) \text{ Base Number of Lots R-1} = \text{Net Developable Land} / 1 \text{ acre}$$

- (2) Base Number of Lots R-1A = Net Developable Land / .75 acres
- (3) Base Number of Lots R-2 and R-2A = Net Developable Land / 0.5 acres

i. Determine Incentive Multiplier

- (1) Determine Incentive Multiplier based on the Lot Standards Chart, the applicable zone, and the Open Space Ratio.

j. Calculate total allowed

- (1) Total allowed lots = Base number of lots multiplied by the Incentive Multiplier

F. Lot Area, Frontages, and Zoning Regulations:

- 1. The subdivision, along with each lot within the subdivision, shall meet and comply with the minimum lot sizes, average lot sizes, and frontages shown on the Lot Standards Chart. Except for these requirements, the Zoning Regulations (NCC 19) for the underlying zone shall apply to Open Space Subdivisions, unless otherwise noted within this section.

G. Conservancy Lots:

- 1. Open Space Land and Constrained and Sensitive Land may be included within individual residential lots when such areas can be properly protected and preserved in accordance with the intent and purpose of this section. Such lots shall be known and referred to as "conservancy lots". These lots must contain a minimum of 0.5 acres of Open Space Land, except for areas approved by Nibley City as defined Landscape Buffers, and that Open Space Land must meet the design standards and use standards within this section.
- 2. Regulations: Open Space Land and Constrained and Sensitive land within a Conservancy Lot shall remain subject to all regulations and requirements for such land as set forth herein, including, but not limited to, use, design, maintenance, ownership and permanent protection. Open Space Land must be developed and maintained within the first year of the date of issuance of a Notice to Proceed under NCC 21.
- 3. The portion of each Conservancy Lot that is not Open Space Land must meet the minimum lot size on the applicable Lot Standards Chart and shall be the portion of the Conservancy Lot used to calculate the average and minimum lot size within the subdivision.

H. Use Regulation: Use of the land in a Open Space Subdivision that is not Open Space Land is subject to any restrictions set forth in NCC 19, unless otherwise specified within this section, for the zone in which the land is located. Use of Open Space Land within a Open Space Subdivisions is subject to the following:

- 1. Permitted Uses on Open Space Land: The following uses are permitted in Open Space Land areas:
 - a. 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.
 - b. 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.

- c. Agricultural and horticultural uses, including raising crops wholesale nurseries and associated buildings that are specifically needed to support active, vital 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.
- d. Conservation of open land in its natural state, e.g., meadows, tree stands, wetlands, forestland.
- e. Waterways along with dedicated public access rights-of-way or easements along one or both sides.
- f. Underground utility easements for drainage, access, sewer or water lines, electric lines or other public purposes.
- g. 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.
- h. 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.
- i. Fencing that is rural in character. All fencing must be transparent, such as 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.
- j. 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.
- k. 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.
- l. Pasture for sheep, goats, cows, horses or other animals approved by Nibley City code. Pasture and animal density must conform with Nibley City Animal Land Use Regulations and be enclosed with appropriate fencing.
- m. Silviculture, in keeping with established standards for selective harvesting and sustained yield forestry.
- n. 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. These facilities must be built to Nibley City Design Standards and Specifications, must contain a tree for every 300 square feet and planted around the perimeter, an irrigation system must be installed, and be planted with grass or natural vegetation

2. Prohibited Uses on Open Space Land: The following uses shall be considered prohibited in Open Space Land areas:

- a. 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.
- b. Firearm ranges, and other uses similar in character and potential impact are prohibited.
- c. Advertising of any kind and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized the use of the same.
- d. 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.
- e. 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.
- f. Any dumping or storing of ashes, trash, garbage, vehicles, trailers, recreational vehicles or other equipment except for equipment needed to maintain the land.
- g. Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the property.
- h. Any residential, commercial or industrial activity except as specifically permitted in this ordinance.
- i. Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes.
- j. 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.
- k. Hunting or trapping for any purpose other than predatory or problem animal control.
- l. 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.
- m. The division, subdivision or de facto subdivision of the property.
- n. The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles.
- o. All other uses and practices inconsistent with and detrimental to the stated objectives and purpose of this section.

3. Constrained and Sensitive Lands: Except for passive recreational activities, no development or residential uses shall be permitted within Constrained and Sensitive Lands

4. Open Space Land Coordination: When directed by the Planning Commission and City Council, Open space land shall be consolidated and located on the border of proposed subdivision and be located adjacent to undeveloped or open space land. In consideration of open space consolidation, design standards described in this chapter shall be maximized, including the preservation of significant areas and natural landscape, and adequate pedestrian access.
 5. Open Space Lands: Standards pertaining to the quantity, quality, configuration, use, permanent protection, ownership, and maintenance of the Open Space Land within an Open Space Subdivision shall be complied with as provided herein.
- I. Open Space Land Design Standards: Open Space Land shall be located and designed within the Open Space Subdivision to add to the visual amenities of neighborhoods and the surrounding area by maximizing the visibility of Open Space Land. Designated Open Space Land within an Open Space Subdivision shall also comply as defined in this section, permitted uses as listed in this section, and meet three (3) or more of the following standards:
1. Significant Areas and Natural Landscape: Open Space Land shall include the most unique and sensitive resources and locally significant features of the property within the subdivision. Specifically, meadows, waterways and wetlands as defined in this Ordinance, and tree stands and contain a minimum of 0.5 acres. Other uses include berms, wildlife corridors and/or habitat and must extend a minimum of 15' on each side of the feature. This Open Space Land may also contain historic buildings and/or sites, archeological sites, and cultural features. The maintenance plan shall outline how the property will be preserved and maintained. The maintenance plan must specify what type of feature(s) that is being preserved and how the property will be maintained.
 2. Contiguous Land: Open Space Land within a Rural Conservation Subdivision shall be contiguous within the subdivision, or to other Open Space Land in adjacent subdivisions' developments to provide for large and integrated Open Space Land areas within the City.
 3. Agricultural Land: Privately held Open Space Land that is used for agricultural purposes as defined in this Ordinance and is 0.5 acre or greater in size.
 4. Buffering: Open Space Land shall be designed to provide buffers and to protect scenic views as seen from existing public rights-of-way and from public parks or trails. Buffering area along public rights-of-way or street must be at least thirty (30') feet wide. Buffering must be landscaped, at the sole cost of the developer and shall provide for every hundred (100) linear feet of buffer, six (6) trees and fifteen (15) shrubs. Tree and shrub species must be approved by the City's arborist or the City's Park Director. Trees and shrubs shall be planted within thirty (30) feet of the right-of-way or public park. Irrigation shall be provided by the developer and shall be designed and installed to Nibley City Standards for City parks current at the time of approval of Final Plat. Open Space buffer areas shall be under single ownership.
 5. Pedestrian Access: Developer shall provide pedestrian access to Open Space Land which is open to public or owners' association member use. Access methods can be a trail, park, recreation space, or neighborhood gathering space.
 6. Recreation Space: Open Space Land maybe designated as recreation space or park space, including maintained grass, trails, picnic areas, playgrounds, sports fields or other recreation and park amenities. These recreation spaces are conditional upon the City Council's approval, and amenities must be approved by the City Council before final approval of the maintenance plan can be given. Publicly and owners' association owned open spaces shall be fully developed and operational in conjunction with each phase of

the subdivision as a percentage of the total developed value of the subdivision (for example, if 25% of the dollar value of the development is being constructed, then a minimum of 25% of the dollar value of the built-out Recreation Space must be developed). The determination of value, construction sequencing, and acceptance criteria shall be specified in the development agreement; until improvements are accepted by the City for the attendant phase, no permits shall be issued for subsequent phases.

7. Stormwater Basin: These facilities must be built to Nibley City Design Standards and Specifications, must contain a tree for every 300 square feet and planted and clustered around the perimeter basin area; an irrigation system must be installed, and be planted with grass, natural vegetation and shrubs. The stormwater basin can be a local or regional basin and must be owned and maintained by Nibley City.

J. Permanent Protections of Open Space Land:

1. Conservation Easement: All Open Space Land shall be permanently restricted from future development by a conservation easement or other method of protection and preservation acceptable to the City. Under no circumstances shall any development be permitted in the Open Space Land at any time, except for those permitted or conditional uses listed herein and approved in conjunction with the Open Space Subdivision. All conservation easements, or another acceptable method of protection and preservation of the Open Space Land within a Open Space Subdivision, shall be approved by the City Council and recorded prior to or concurrent with the recording of the final plat for the Open Space Subdivision.
2. Terms and Conditions: All conservation easements, or another acceptable method of protection and preservation of the Open Space Land within a Open Space Subdivision, shall be in substantially the same form as the standard conservation easement form provided by the City and shall include, at a minimum, the following terms and/or conditions:
 - a. Legal description of the easement;
 - b. Description of the current use and condition of the property;
 - c. Permanent duration of easement;
 - d. Permitted and conditional uses;
 - e. Prohibited development and/or uses;
 - f. Maintenance responsibilities and duties; and
 - g. Enforcement rights and procedures.
3. Marking of Open Space Land: Open space land shall be marked at each corner and property line intersection with a minimum 4" diameter x 3' deep concrete monument provided with an aluminum or brass cap cast or epoxied into the monument. Caps shall be stamped "Nibley Conservation Marker, Do Not Remove", and an arrow stamped into the cap perpendicular to the Open Space boundary line and pointing into the Open Space. Monuments shall be placed such that the top 6" of the monument is above finished grade at the monument location.
4. Grantee: Unless otherwise approved by the City Council, the grantee of a conservation easement shall consist of one of the following acceptable entities which entity shall be qualified to maintain and enforce such conservation easement: land trust, conservation organization, or governmental entity. The City may, but shall not be required to, accept, as grantee, a conservation easement encumbering Open Space Lands within a Open Space Subdivision, provided there is no cost of acquisition to the City for the

easement and sufficient access to and maintenance responsibilities regarding the Open Space Land are provided.

K. Ownership of Open Space Land:

1. Undivided Ownership: Unless otherwise approved by the City Council and subject to the provisions set forth in this section, the underlying fee Ownership of the Open Space Land shall remain in single Ownership and may be owned and maintained by one of the following entities: homeowners' association, land trust, conservation organization, governmental entity, or private individual.
2. Property Not Subject to Subdivision: Property subject to a conservation easement, or another acceptable method of protection and preservation, shall not be subdivided.
3. Nibley City may at its sole discretion opt to take ownership of Open Space Land at the subdivision approval stage. The developer shall landscape the property with sod, grass, trees and an irrigation system or other natural landscape features as appropriate as determined by the City Council.
4. Owners Association: Open Space Land may be held in common ownership by a Home Owners or other acceptable Owners Association, subject to all the provisions for Owners Associations set forth in state law, the City Code, and the following:
 - a. A description of the organization of the proposed Association, including its bylaws, and all documents governing ownership, maintenance, and use restrictions for Open Space Land, including restrictive covenants for the subdivision, shall be submitted by the developer with the final plat application.
 - b. The proposed association shall be established, funded and operating (with financial subsidization from the Developer, if required in by the City in the development agreement) prior to or concurrent with the recording of the final plat for the subdivision;
 - c. Membership in the association shall be mandatory for all purchasers of property within the subdivision and their successors in title.
 - d. The association shall be the responsible party for maintenance and insurance of its Open Space Land under the Final Maintenance Plan for the subdivision;
 - e. The bylaws of the association and restrictive covenants for the subdivision shall confer legal authority on the association to place a lien on the real property of any member who falls delinquent in dues. Such dues shall be paid with the accrued interest before the lien may be lifted; and
 - f. Written notice of any proposed transfer of Open Space Land by the Association or the assumption of maintenance for the Open Space Land must be given to all members of the Association and to the City no less than thirty (30) days prior to such event.
 - g. The owners' association shall be required to provide a bond or line of credit to the City for the cost of one year of maintenance of property owned by the Association, to be maintained by the Association for as long as the Association owns the Open Space.
 - h. In the event of a failure of the owners' association to maintain the properties in accordance with the requirements of the development agreement, the City shall revoke the owners' association's bond, determine an appropriate assessment for the operation and maintenance of the open space, and assess all properties of the Subdivision on a monthly basis for said maintenance.

5. Private Ownership: A conservation parcel may be owned by a private individual or entity. Such parcels shall have a defined purpose and restrictions recorded in the maintenance plan and comply with this section.

L. Maintenance of Open Space Lands:

1. Costs: Unless otherwise agreed to by the City, the cost and responsibility of maintaining Open Space Land shall be borne by the owner of the underlying fee of the Open Space Land.
2. Preliminary Maintenance Plan: A Preliminary Maintenance Plan shall be turned in with the preliminary plat for proposed maintenance of Open Space Land within the subdivision. This plan shall outline the following:
 - a. The proposed Ownership of the Open Space Land;
 - b. The party that will be responsible for maintenance of the Open Space Land;
 - c. The proposed use of the Open Space Land and how each parcel of Open Space Land meets the standards listed within this section;
 - d. The size of each Open Space Land parcel; and
 - e. The proposed concept plan for landscaping of the Open Space Land.
3. Final Maintenance Plan: The developer shall submit a plan outlining maintenance and operations of the Open Space Land and providing for and addressing the means for the permanent maintenance of the Open Space Land within the proposed Open Space Subdivision application for the subdivision. The developer shall provide a final maintenance plan with the final plat and the plan shall contain the following:
 - a. Ownership agreements for Open Space Land;
 - b. A description of the use of the Open Space Land and how that use complies with this section;
 - c. The establishment of necessary regular and periodic operation and maintenance responsibilities for the various kinds of Open Space Land (e.g., lawns, playing fields, meadow, pasture, wetlands, stream corridors, hillsides, cropland, woodlands, etc.);
 - d. The estimated staffing needs, insurance requirements, and associated costs, and define the means for funding the maintenance of the Open Space Land, and the operation of any common facilities located thereon, on an ongoing basis, including means for funding long-term capital improvements as well as regular yearly operating and maintenance costs; and
 - e. The landscaping plans for parcels that will be owned by an owners association or by the City.
 - f. Approval: The Final Maintenance Plan must be approved by the City Council prior to or concurrent with final plat approval for the subdivision. The Final Maintenance Plan shall be recorded against the property within the subdivision and shall include provisions for the City's corrective action rights as set forth herein. Any changes or amendments to the Final Maintenance Plan must be approved by the City Council.
4. The developer shall offer an approved letter of credit, bond or escrow for all proposed improvements and must complete all proposed open space improvements within the first

three years of approval. If a designated open space parcel is planned to be maintained by a single property owner, the developer shall maintain that property until title is transferred to a new property owner.

5. **Failure to Maintain:** For all open space designated under the terms of this Ordinance, including privately held Open Space Lands, the responsible party for the maintenance of the Open Space Land in accordance with the terms of this ordinance, the approved maintenance agreement, any conditional use permits, business licenses or any other agreements between the City and the responsible party, or the operation of any common facilities located thereon fails to maintain all or any portion of the Open Space Land or common facilities in accordance with the aforementioned agreements and ordinances, the City may assume responsibility for the maintenance and operation of the Open Space Land. If the City assumes responsibility under this paragraph, any remaining development escrow or bond funds may be forfeited, liens for maintenance costs shall be assessed as described herein, and any permits, licenses or operating agreements may be revoked or suspended by the City in the City's sole discretion. The owner shall not impede the City in their efforts to maintain the open space.
6. **Corrective Action:** The City may enter the premises and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the property Owner and may include administrative costs and penalties. Such costs shall become a lien on said properties. Notice of such lien shall be filed by the City in the county recorder's office. The maintenance plan and all other documents creating or establishing any Association or conservation organization for the property shall reference the City's corrective action authority set forth herein and shall be recorded against the property.
7. **Implementation and Maintenance:** The developer of the subdivision shall fund implementation and maintenance of the conservation easement until such time as the control of the easement is transferred to the long-term manager. The developer shall address implementation, development, maintenance and transfer procedures in the sensitive area designation plan map or master development plan, as applicable.
8. **Maintenance Access:** The developer of the subdivision shall provide sufficient maintenance access from a dedicated right-of-way to all Open Space Land and constrained and sensitive lands within the Open Space Subdivision.

HISTORY

Adopted by Ord. 18-05 on 7/19/2018

APPENDIX F: Compliance Report

Apple Creek Subdivision Phase 1 Plat Amendment Compliance Report
Nibley, UT
Tax ID 03-198-0035

June 1 2023

Client:

Lesli Dustin Revocable Trust
169 W 3300 S
Nibley, UT 84321

(435) 770-7816
leslidustin@gmail.com

Contact:

Shaun Dustin, PE
169 W 3300 S
Nibley, UT 84321

(435) 770-0147
sdustin@db2civil.com

Contact:

DESCRIPTION OF THE WORK:

DB2 Civil Engineers LLC has been contracted to work with Nibley City to address a proposed plat amendment for Phase 1 of the Apple Creek subdivision that would add a building lot and preserve additional open space. The proposal will add 0.66 acres of open space, clarify the status of the building rights currently attached to Lot 35 by separating them from the conservancy lot, and allocate an additional ~12,000 sf as a building lot. These changes would affect Lot 35 of the subdivision (Cache County Tax ID 03-198-0035, physical address 3359 S 450 W, Nibley, UT).

The proposed plat amendment appears to be viable; the analysis shows that City Code allows up to 39 building lots in Apple Creek and the proposal would result in a build out of 36; frontage and average lot size requirements are met or exceeded under the proposed amendment, and the revised open space/conservancy plan greatly enhances the community value and potential of the existing open space by adding 0.62 acres of new conservation space, a buildable trail easement that establishes legal permanent pedestrian access between four existing subdivisions, and providing a permanent connection between the preserved lands and City streets.

HISTORY

The original subdivision had 35 lots. Lot 35 was reserved as a quasi-remainder parcel; there were some uncertainties about where and how the lot could and should be developed, with two potential building pads outlined, and up to four additional subdivision parcel lots. An easement across Lot 1 of the adjoining Ashbury Estates subdivision was established for access to the upper portion of the parcel, with access to the lower portion from two driveway aprons in the 450 West/Apple Tree Fort cul de sac.

Lot 35 was initially laid out as part of the Apple Creek Conservation Subdivision under Section 10-20 of

Nibley City code on July 6 2017.

The Apple Creek subdivision is permitted up to 39 lots based on a net developable area of 16.57 acres, a conservancy area dedication of 20%, and a density bonus of 18.75%.

The original conservation area in the Lot 35 footprint was 1.14 acres out of 2.42 acres (47%). Since the original subdivision, Lot 35 has been adjusted via boundary adjustments to realign boundaries with Lot 2 of Ashbury and Lot 29 of Apple Creek to a total of 2.18 acres. The total area and boundaries of the original conservation dedication have been retained and the goals/covenants and restrictions are unchanged as required by code.

The goal of this submittal is to finalize the Apple Creek subdivision. Per discussions with Nibley City Planner Levi Roberts, it is our understanding that this is possible subject to compliance with the following requirements:

- 1) The subdivision must be compliant with Ordinance 08-01 (Conservation Subdivision) for minimum and average lot size, and conservation requirements for size, continuity, use, and percentage of total area of the ordinances in place at the time of the original subdivision to ensure that the final subdivision is consistent with the code at time of approval.
- 2) The open space requirements for use, continuity, and community good should be compliant with the requirements of the City's ordinances that have superseded Ordinance 08-01 including 18-05 Rural Preservation Subdivision and 20-14 Open Space Subdivision.

The Conservation Subdivision ordinance has been modified and superseded twice since the original approval was put in place as listed below. For the full text of the applicable ordinances, see Appendix A:

1. 08-01, Code Section 10-20 Conservation Residential Subdivision Ordinance (passed 17 Jan 2008)
2. 18-05, Code Section 11-5, Rural Preservation Subdivision (passed 19 July 2018)
3. 20-14, Code Section 21-10-020, Open Space Subdivision (passed 13 August 2020)

PROPOSAL

This proposal is to complete the subdivision of the Apple Creek parcel as follows:

Split Lot 35 into two building lots and one conservation lot

- a. Lot 35 (conservation lot), est. 1.62 acres
- b. Lot 36 (building lot), est. 12,959 SF
- c. Lot 37 (building lot), est. 16,344 SF

This proposal will increase Apple Creek's total conservation area to ~4 acres and incorporate additional sensitive/significant features. It complies with the requirements outlined above and significantly enhances the public benefits of the Apple Creek open space including:

- 1) Additional open space dedication at no additional cost to City
- 2) Trail easement dedication permits completion of a $\frac{3}{4}$ mile trail loop connecting Apple Creek, Mt Vista, Anderson Estates, Ashbury, and future Simpson subdivisions
- 3) Additional open space protects more sensitive/significant areas (perennial stream)
- 4) Improved open space corridor connectivity by connecting Apple Creek and Mt Vista open space corridors
- 5) Improved viewscape connectivity by eliminating opaque fencing in SW corner of Apple Creek

- 6) Additional property tax revenue
- 7) Compliance with current and past conservation ordinance goals for open space quality and function (see compliance matrices)

Open space will be privately held and managed as grassland/meadow, stream, pond, pasture, a public trail, and garden space.

The following sections address detailed compliance with code for lot size and quantity, with permitted uses, with conservation land goals, and with ownership structure

Code compliance matrix, lot size and quantity:

	Current	Proposed	Change	Compliant
Gross Developable Area	20.26 ac	20.26 ac	--	Yes
Net Developable Area	16.57 ac	16.57 ac	--	Yes
Conservation acres (%)	3.33 ac (20%)	4.00 ac (24%)	+ 0.67* ac	Yes
Permitted lots (18.75% density bonus)	39	39	--	Yes
Total building lots (one conservancy lot)	35	36	+1	Yes
Average building lot size (14000 sf min)	20,625 sf	20,052 sf	19750 sf	Yes
Minimum lot size (12,000 sf min)	12,000 sf	12,000 sf	12,000 sf	Yes
*The 8500 sf access easement to Lot 37 may not be counted towards the % conservation space dedications to be used to calculate bonus density. With the revised plat and not counting the easement, the % conservation space that can be counted towards density is 23%.				

Permitted Use matrix, conservation requirements:

Permitted Uses Matrix	08-01	18-05	20-14	Current	Proposed
Conservation of land in natural state	X	X	X	X	X
Agricultural/horticultural use (pasture/crop)	X	X	X	X	X
Underground utilities/easements	X	X	X		X
Above ground ROW or easement	X	X	X	X	X
Agricultural uses not otherwise permitted (excepting swine, poultry, mink)	C	X	X		
Pastureland	C	X	X	X	X
Equestrian facilities	C	X	X		
Nurseries	C	X	X		
Silviculture	C	X	X		
Neighborhood open space uses (greens, commons, picnic areas, community gardens, trails, similar	C	X	X	X	X
Non-commercial trails, playing fields, playgrounds, courts, bikeways	C	X	X		
Golf	C	X	X		
Water supply and sewage disposal and stormwater detention areas	C	X	X		
Fencing	C	X	X	X	X
Nurseries	C	X	X		
Waterways		X	X	X	X

Permitted Uses Narrative:

Current use preserves land in natural state and anticipates operating the property as a small hobby farm with pasture and formal and informal gardens. There is a partial trail easement along the south property line that touches but is not sufficient to allow connection to the Mount Vista green space and trail system to the south. The property is currently fenced as pasture. There are three canals that cross the property, a shallow seasonal pond, and a larger wetland.

Proposed use enhances this as follows:

- 1) Land will be managed as pasture, garden and viewscape.
- 2) Trail easement will be expanded to 10 ft under existing covenants to allow City sufficient ROW to connect existing sidewalk to Mount vista subdivision, allowing a pedestrian shortcut of a ¾ mile walk and connecting three existing neighborhoods.
- 3) The main canal is a perennial stream and flows year round. This will be preserved as an open waterway. The stream may need to be rerouted to accommodate City building permit requirements and to reinforce existing fragile banks.
- 4) The wetland and pond will be managed to prevent mosquitoes and enhance habitat by improving free flow of water in the wetland.
- 5) An underground utility easement part of the section used for gardening/pasture, will be dedicated as a subsurface geothermal heat exchange field for a ground source heat pump.

Conservation Land Standards matrix, conservation requirements:

Standards (18-05 and 20-14 must meet min 3)		08-01	18-05	20-14	Current	Proposed
Significant Areas and Features Protection						
	Include most unique and sensitive resources (meadows, grasslands, tree stands, streams, corridors, habitat, farmlands, wildlife corridors/habitat, historic buildings/sites, archaeological sites, cultural features, green space, scenic views, etc.	X	X	X	X	X
	Agricultural use	X	X	X	X	X
	Underground utilities	X				X
	Above ground ROW or easement	X				X
Contiguous land						
	Corridor protection	X	X	X	X	X
	Open space network protection (interconnected open space network through City)	X	X	X		X
Visibility						
	Maximize visibility of internal open space	X	X			X
Buffering						
	Provide buffers and protect scenic views from existing roadways and parks	X	X	X		X
Pedestrian access						
	Provide pedestrian access to land open for public or resident use	X	X	X		X
Recreation Space						
	Provide pedestrian access to land open for public or resident use	X	C	C		

Conservation Land Standards Narrative:

Current use complies with three of the standards from 08-01.

- 1) The open space preserves unique and sensitive resources, including the spring, tree stand, open canals and stream, and scenic views.
- 2) Space is used for pasture (agricultural use)
- 3) Functions as a continuous corridor connecting all the south end open space in Apple Creek.
- 4) Provides a partial easement that can be combined with future land dedications to make a functional trail easement

The following additional conservation standards and allowed uses are proposed for the lot:

- 1) Preserves unique and sensitive resources including the perennial stream, the wetland and shallow pond, and tree stands along the canal banks in the SW corner. Additional dedication of trail easement and conservation land increases scenic viewshed protection.
- 2) Pasture, meadow, and garden spaces
- 3) Underground utility easements for canals, water, power, sewer, and ground source heat
- 4) Contiguous land
 - a. Corridor will be connected to Mt Vista open space
 - b. Additional easement dedication on south boundary will allow construction of trail connecting Mt Vista, Ashbury, and Apple Creek subdivisions and connection to trail from Apple Creek to 450 West trail systems
- 5) Visibility. Dedication of additional land in SW corner of property will allow continuous viewscape from Mt Vista open space and trails to Apple Creek open space. Fence regulations on dedicated open space will ensure this remains open.
- 6) Pedestrian access. See 4b above. Trail connectivity creates a 0.75 mile loop through three neighborhoods.

Conservation Land Standards matrix, Ownership requirements:

	08-01	18-05	20-14
Ownership			
Private ownership permitted	X	X	X

All three ordinances allow the proposed ownership structure, ie privately held land with a recorded conservation easement.

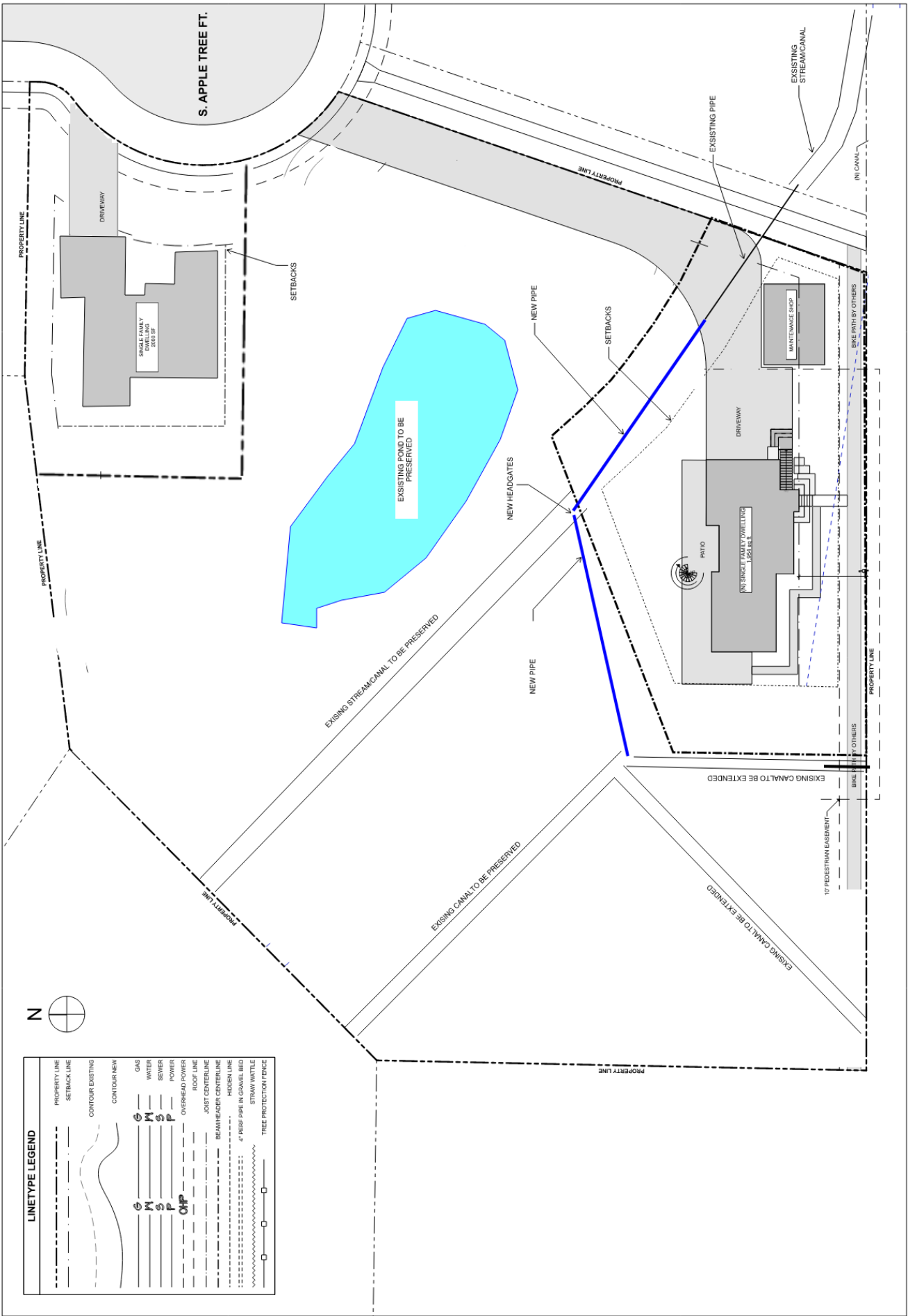
Frontage and Access

City code regarding frontage and access will be facilitated for Lot 36 with 100 ft frontage at the setback line. For Lot 37, the frontage at the setback is sufficient but a clarification may be required by the Council for 1) fire code compliance and 2) to allow the frontage to be measured at the setback instead of a specific distance from the street. Per discussions with Jason Wynn, Cache County Fire Marshal, fire protection requirements can be met with installation of a residential fire sprinkler system and a 20 ft all weather surface access drive.

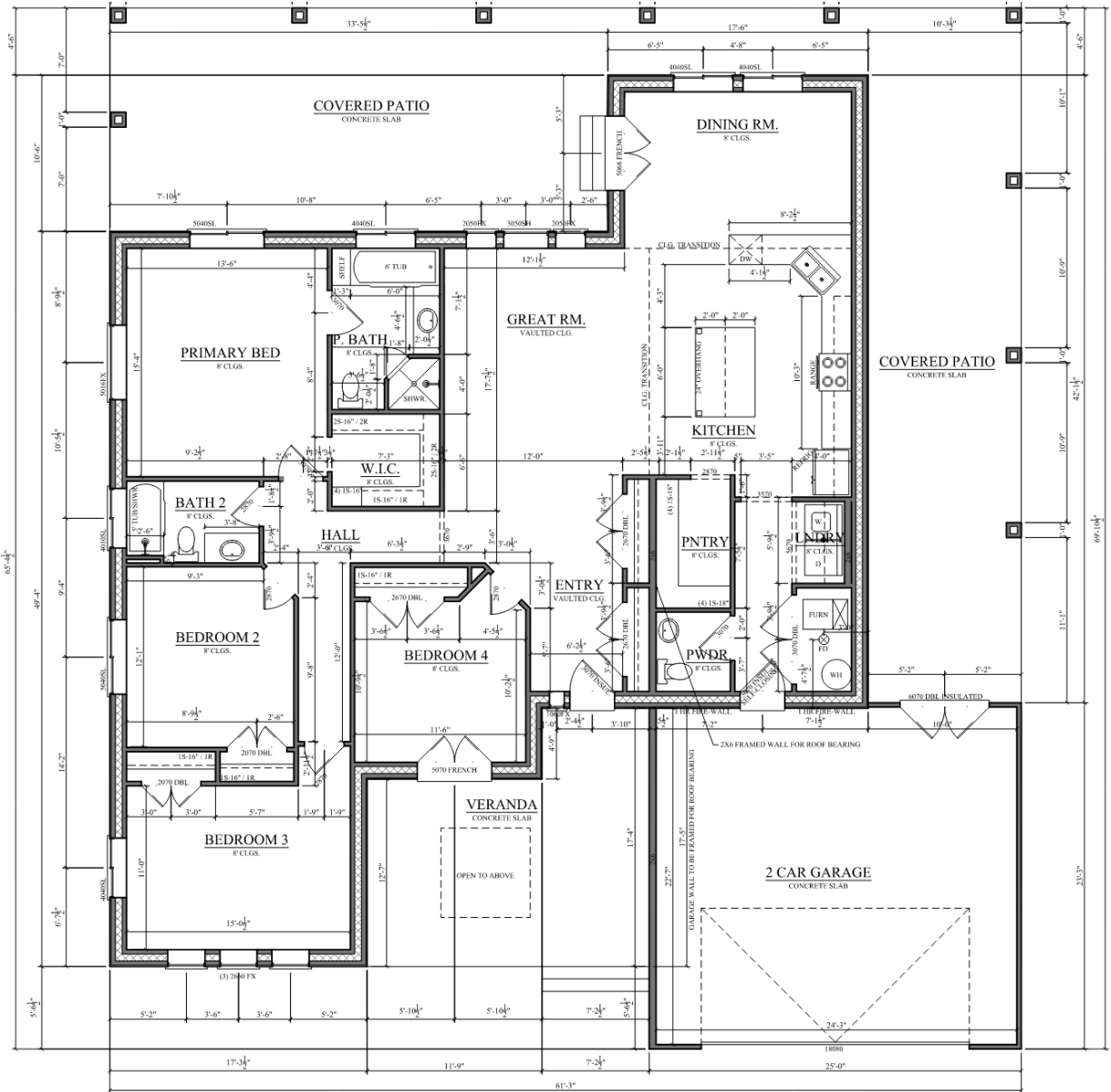
APPENDIX G: Proposed Architectural Design AND concept site plan, Lots 36 and 37

Lot 37 site plan proposal includes a detached garage as shown in the site plan and

located per the site plan. Setbacks and easements are approximately located as shown.
Irrigation canals will be relocated per State and City code requirements as shown.



LOT 36, 2000 SF



MAIN FLOOR PLAN

1/8" SCALE 11X17 ——— 1/4" SCALE 24X36
TOTAL SQ. FT. ——— 2047

Lot 37, 3500 SF







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APPLE CREEK PASSIVE HOUSE
3359 SOUTH 490 WEST
NIBLEY, UT 84321

REVISIONS:

PROJECT NO.

DATE: 4/13/23

DRAWN BY:

SCALE: AS NOTED PER DRAWING

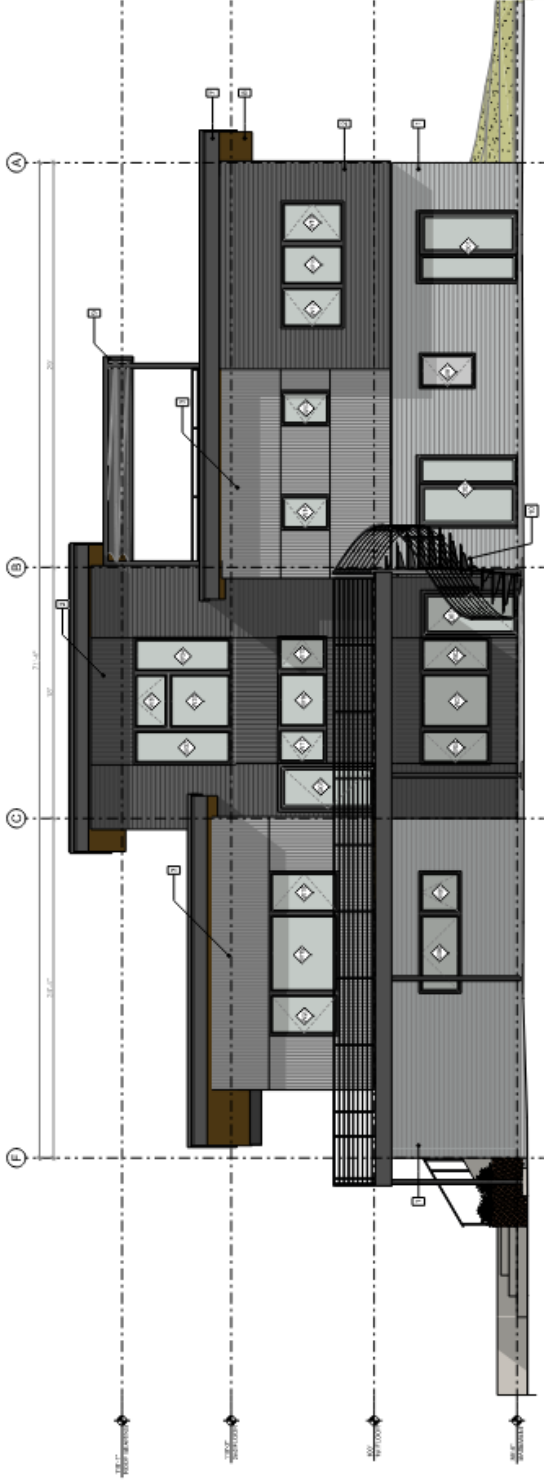
NEW
ELEVATIONS
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SHEET 11 OF 11

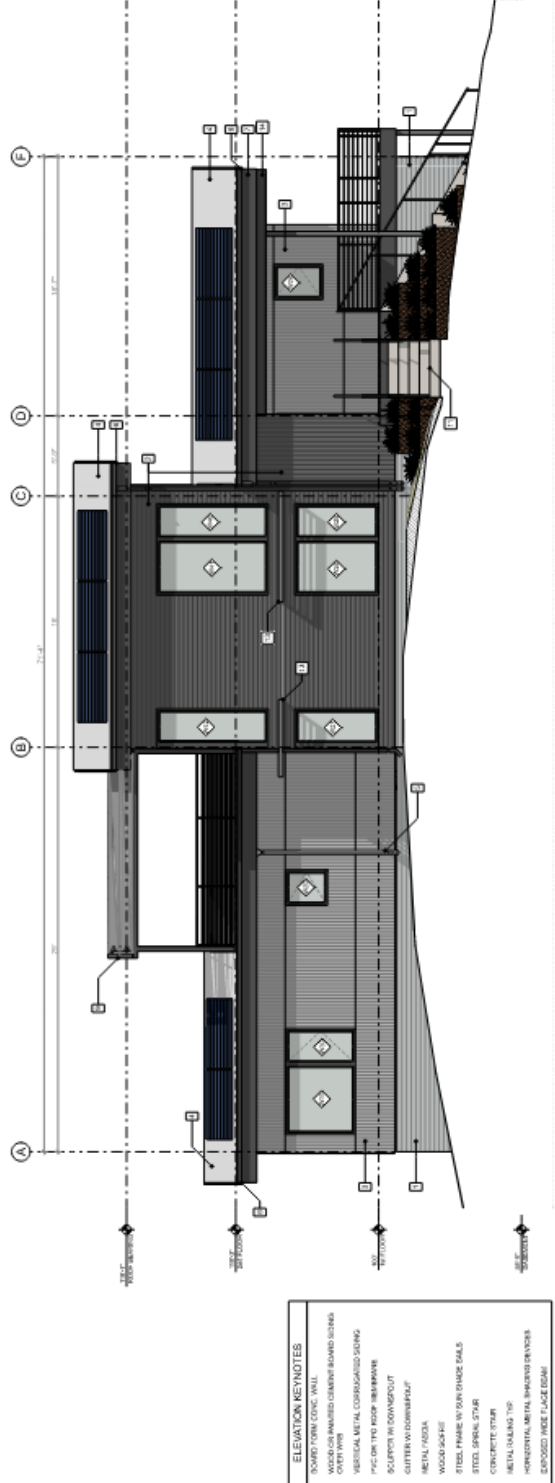
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1 NORTH ELEVATION

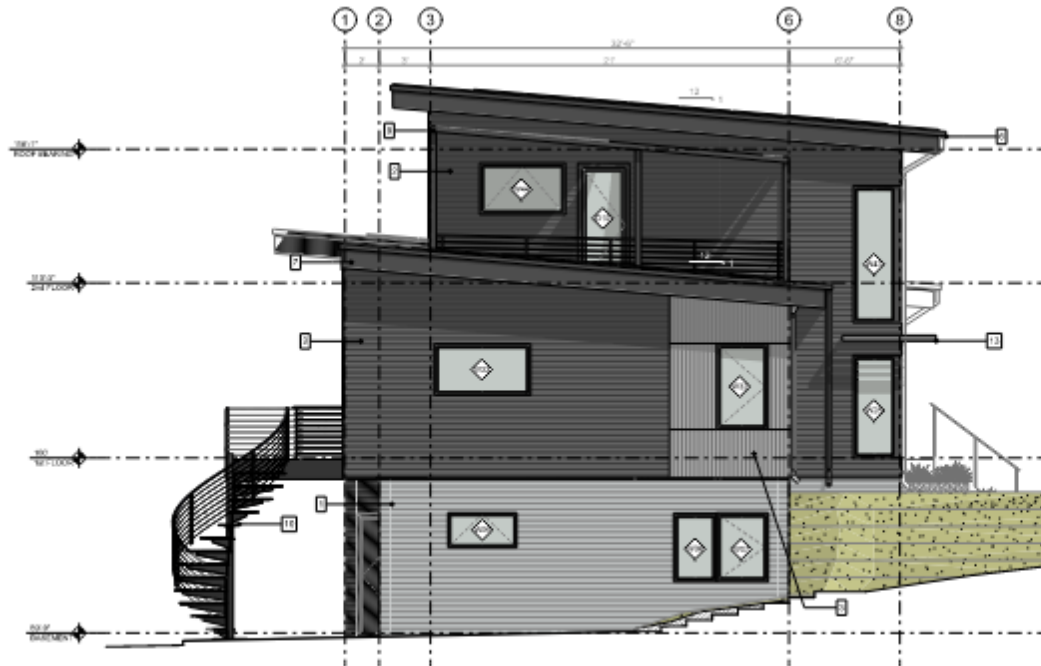


2 SOUTH ELEVATION

ELEVATION KEYNOTES	
1	SOURED FORM CONCRETE WALL
2	VERTICAL CORRUGATED METAL CLADDING
3	VERTICAL CORRUGATED METAL CLADDING
4	VERTICAL CORRUGATED METAL CLADDING
5	VERTICAL CORRUGATED METAL CLADDING
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12	VERTICAL CORRUGATED METAL CLADDING
13	VERTICAL CORRUGATED METAL CLADDING
14	VERTICAL CORRUGATED METAL CLADDING



1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SCALE: 1/8" = 1'-0"

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION



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APPLE CREEK PASSIVE HOUSE
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REVISIONS:

PROJECT NO:

DATE: 4/13/23

DRAWN BY:

SCALE: AS NOTED IN DRAWING

NEW
ELEVATIONS
A2.2

SHEET 11 OF 11

APPENDIX H: Fire Marshal Approval

From: Jason Winn
To: Shaun Dustin
Subject: Re: Apple Creek Subdivision fire protection clarification
Date: Friday, September 1, 2023 9:06:22 AM
Attachments: image003.png
image004.png

Perfect!

On Thu, Aug 31, 2023 at 2:37 PM Shaun Dustin <sdustin@db2civil.com> wrote:

Thanks Jason, I appreciate the reply. I think that for now if I print out this email thread and include it in the application package that should be all for now, then when we get to the building permits you will just have your normal review?

Shaun Dustin, PE, PhD
Managing Partner
DB2 Civil Engineers
+1 435-770-0147

From: Jason Winn <jason.winn@cachecounty.org>
Sent: Thursday, August 31, 2023 10:36:43 AM

To: Shaun Dustin <sdustin@db2civil.com>
Subject: Re: Apple Creek Subdivision fire protection clarification

Hey Shaun, yes I am familiar with the conversation. I am totally good with what we talked about. What do you need from me?

On Wed, Aug 30, 2023 at 4:32 PM Shaun Dustin <sdustin@db2civil.com> wrote:

Jason,

A few months ago we talked about how best to get fire protection for a lot in Nibley. I'm to the point of applying for the permits and the City needs documentation that what we discussed is going to work for your department since you guys handle those reviews for the City.

The lot address is 3359 S 490 W in Nibley.

There is a fire hydrant about 30 ft from the access point. Normally City Code would require a turnaround for a driveway of this length. The driveway is about 200 ft as the crow flies and 250 along the curve so it definitely needs some additional fire protection.

If we put in the turnaround, then we basically end up with a cul-de-sac next to a cul-de-sac.

What you and I had discussed instead was installing a sprinkler system in the home and upsizing the water service to support it instead of disturbing the wetland and. This is the language that we have in the proposal to the City:

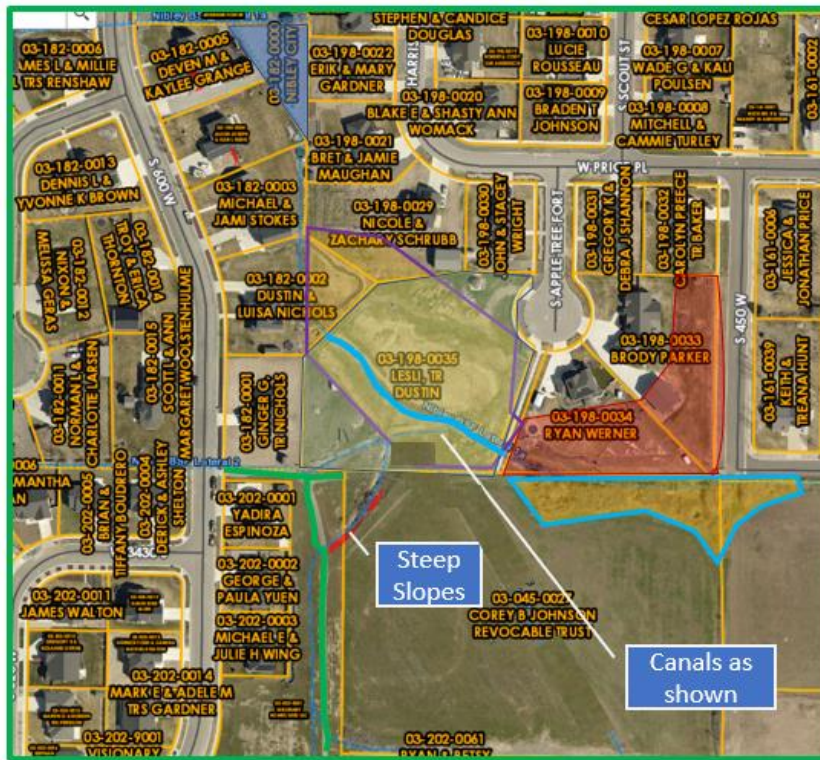
"For purposes of fire protection compliance, and access, the access point will be treated as a Private Drive, paved to a minimum width of 12 ft with and overall width of 20 ft of all weather surface per County fire code. Fire protection will be addressed by compliance with the requirements of City Code as administered by the Cache County Fire Marshal. The Fire Marshal has reviewed the plan and accepted the alternate of an automatic sprinkler system designed and installed per International Residential Code Section R313.2 (Appendix XXX). A compliant sprinkler system will be installed as a condition of occupancy for any residential structures on Lot 37."

Does this still work for you? I know it has been a long time, but if I missed anything from our discussion or you need more information I'm happy to come in and discuss it.

Thanks,

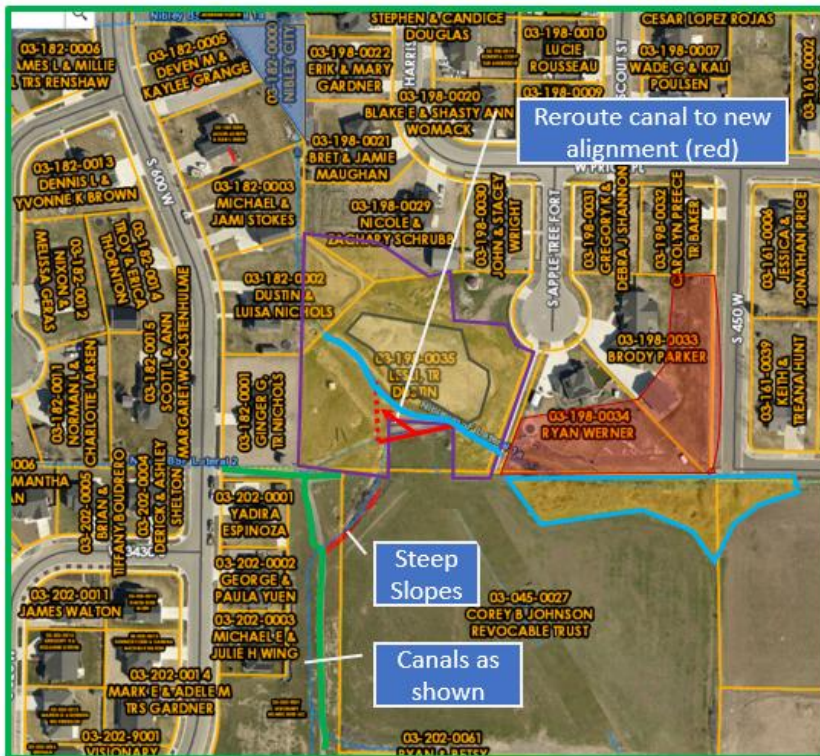
Shaun

APPENDIX I: Sensitive Areas Designation Plan Maps



Sensitive areas map
Apple Creek Subdivision, Existing
(400 ft boundary)

- Trail
- City stormwater retention
- Tree stand
- Existing conservation land
- Existing conservation land proposed for increase
- Subject parcel 03-198-0035
- Perennial stream



Sensitive areas map
Apple Creek Subdivision,
Proposed (400 ft boundary)

- Trail
- City stormwater retention
- Tree stand
- Existing conservation land
- New conservation lot
- Subject parcel 03-198-0035
- Spring extents
- Perennial stream

APPENDIX J: Terms and Conditions for Conservation Easement

Terms and Conditions are as given in Appendix H, Lot 35 Conservation Easement. Section 10-20-16 of 08-01 requires that the Conservation Easement include the following terms and conditions:

- 7) Legal description of the easement:
 - a. Lot 35, Apple Creek Subdivision Phase 1, Nibley, Cache County, Utah as amended X.X.2023
- 8) Description of the current use and condition of the property
 - a. Current Use: Property is currently used as a pasture for horses
 - b. Condition: Property is in good condition. There is a shallow seasonal pond located in the lower portion of the lot. There are small tree stands of plums, crabapples, and roses. There are two irrigation ditches and one perennial stream that also serves as an irrigation conveyance.
- 9) Permanent duration of the easement
 - a. Duration of the easement is permanent
- 10) Permitted and conditional uses
 - a. Permitted uses are as outlined in Ordinance 08-01 and 20-14. Land will be managed as follows:
 - i. Garden
 - ii. Natural state.
 1. The perennial stream will be preserved as an open waterway. The stream may need to be rerouted to accommodate City building permit requirements and to reinforce existing fragile banks.
 2. The wetland and pond will be managed to prevent mosquitoes and enhance habitat by improving free flow of water in the wetland.
 - iii. Subsurface utilities including water, sewer, geothermal, cable, telephone and other customary public and private utilities are permitted.
 - iv. Access easement to Lot 37 as shown on the plat
 - b. Conditional uses are as outlined in Ordinance 08-01 and 20-14. The following conditional uses as defined in the Ordinances will be permitted subject to conditions outlined herein and in 08-01 and 20-14. in the Land will be managed as follows:
 - i. Pasture
 - ii. Agricultural buildings to support management of conservation land.
 - iii. Trail easement on South property line is expanded to 10 ft as shown on the plat to allow City sufficient ROW to connect existing sidewalk to Mount vista subdivision, allowing a pedestrian shortcut of a $\frac{3}{4}$ mile walk

and connecting three existing neighborhoods.

- iv. Irrigation and recreation water supply subject to Utah Division of Water Rights regulations
- v. Active, non-commercial recreation areas
- vi. Neighborhood open space
- vii. Fencing as required to support permitted and conditional uses

11) Maintenance responsibilities and duties

- a. Maintenance shall be the responsibility of the owner of the open space lot except for the dedicated public access trail easement. Development and maintenance of the trail easement is the responsibility of the City per the pre-existing agreement. The owner of the open space will provide a connection to the irrigation system and water rights for the Open Space at no charge. If the City desires more frequent irrigation on the trail easement than is provided by the general open space watering schedule, the City has the right of entry and an easement on the open space to place a pump and power/control system that is separated from the general irrigation system for the conservation space trail at a location that minimizes impact on open space operations and development.
- b. Duties of Owner shall include maintaining the open space as required by ordinance such that the intent of the open space is met.

12) Enforcement rights and procedures

- a. As outlined in Nibley City Ordinance 20-14. For the portion of the Open Space under City control (public access easement), reciprocal rights and procedures of enforcement as outlined in 20-14 apply to the owner of Lot 35.

APPENDIX I: Maintenance and Development Master Plan

Maintenance and Development Master Plan. Section 10-20-17 of 08-01 requires a Maintenance Plan for the conservation land. Approval of this Development Agreement constitutes the approval of the Maintenance Plan. The plan is required to address the following:

- 1) Define ownership
- 2) Establish regular and periodic operation and maintenance responsibilities for the space
- 3) Estimate staffing, insurance, and other costs and define the means of funding the development, operations, and maintenance costs

The purpose of this document is to provide the management plan for Lot 35, a Conservation Lot in the Nibley, UT Apple Creek subdivision as required under Nibley City ordinance 08-01 (Code section 10-20).

The conservancy lot provides the following benefits and will be managed to support these uses:

- 1) Increased conservancy space. The increase in conservancy space is 0.6 acres for a total of 4.0 acres (20%).
- 2) Connectivity between green spaces. The proposed changes will directly connect Apple Creek and Mt Vista green spaces.
- 3) Trail/connectivity/pedestrian access. The new configuration resolves a connection between the existing trail/sidewalk connecting 450 W to a sidewalk extending outside the Apple Creek subdivision from the Apple Tree Fort cul-de-sac to the south edge of the subdivision. The proposed reconfiguration of the easement will provide enough space for the City to extend the sidewalk to connect with the trails in Mount Vista. The previous configuration of the lot did not provide sufficient space to place the sidewalk/trail. This configuration widens the easement to 10 ft along its length
- 4) Habitat protection. The proposed revised boundaries permit the preservation of open stream, pond/wetland, and meadow habitats as well as irrigation rights of way. The balance of the land will be maintained as pasture, garden, and supporting infrastructure.
- 5) Underground utility easements and access easements for managing the land and accessing the building lots as required and allowed by City code. Uses include water, sewer, irrigation, power, communications, ground source heat, and solar applications.

As required by Section 10-20-17.B, the Plan addresses the following:

- 1) Ownership
- 2) Operations and maintenance plans/responsibilities
- 3) Staffing , insurance, and associated needs, including a funding plan
- 4) Need for funding first year improvements

OWNERSHIP: The property shall be privately held and owned by the owner of Lot 36 or Lot 37 of the Apple Creek subdivision. Ownership may be transferred in the future to a third party conservation non profit or Nibley City with the approval of Nibley City and the parcel owner. Any ownership change will transfer all rights and obligations as outlined in City Code and herein.

OPERATIONS AND MAINTENANCE: The conservancy lot will be operated and maintained in

accordance with the requirements of Nibley Ordinance 08-01, and as outlined herein.

Maintenance shall be the responsibility of the owner of the open space lot except for the dedicated public access trail easement. Development and maintenance of the trail easement is the responsibility of the City per the pre-existing agreement.

The owner of the open space will provide a connection to the irrigation system and water rights for the Open Space at no charge. If the City desires control over irrigation on the trail easement, the City has the right of entry and an easement on the open space to place and maintain a pump and power/control system that is separated from the general irrigation system for the conservation space at a location that minimizes impact on open space operations and development. The City may not place the pump in a location that is intended for future construction of buildings or other infrastructure intended to support management of the open space.

Duties shall include maintaining the open space as required by ordinance such that the intent of the open space is met. The minimum standard for open space maintenance is as a pasture or natural meadowland. The Owner will maintain sufficient shares or water rights to irrigate the property for the proposed uses, install an irrigation system, and keep the systems watered.

Maintenance of the canal is the responsibility of the Nibley Blacksmith Fork Irrigation Company, per Company Charter and State Code.

The Owner may construct infrastructure necessary to maintain property including irrigation, drainage, fencing, outbuildings, power and other necessary improvements subject to the City's normal building permit process and City code.

DEVELOPMENT: For the portion of Lot 35 that is not open to public access, the Owner is responsible for all development expenses. For the portion that is open to public access (trail easement on south property line), the City is responsible for trail development costs as outlined in previous agreements.

STAFFING, INSURANCE, FUNDING: Owner is responsible for maintenance and development of all on-site improvements except for improvements desired by the City for the public access easement on the south boundary. Insurance will be carried by Owner for areas where public access is not permitted. The City will indemnify the Owner against any and all claims for persons utilizing the City's public access trail facility on the dedicated easement on the south property line.

In the event that a third party conservation organization or the City gains control or ownership of Lot 35, the controlling entity shall be responsible for any insurance, maintenance, or other costs.

The owner(s) of Lot 35 and Lot 37 will be held harmless by all users for any persons accessing or otherwise using the public easement. The easement will be maintained in accordance with the original agreement for the Apple Creek Subdivision.

FUNDING FIRST YEAR IMPROVEMENTS: Not applicable

Agenda Item #14

Description	Discussion and Consideration: Ordinance 25-24- Amending NCC 19.20.010 Classification of New and Unlisted Land Uses, Setting Forth a Process for Classification of Land Uses and Legislative Action for New or Unlisted Land Uses (Second Reading)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Approve 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
Planning Commission Recommendation	Approve 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	Justin Maughan, City Manager; Joel Yellowhorse, City Attorney; Levi Roberts, City Planner; Planning Commission

Background:

During the 2025 Legislative Session, the Utah State Legislature passed S.B. 179, which requires each municipality 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.

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

WHEREAS, Nibley City regulates land use within Nibley City boundaries; and

WHEREAS, 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;

NOW, THEREFORE, BE IT ORDAINED BY THE NIBLEY CITY COUNCIL OF NIBLEY, UTAH THAT:

1. The attached amendments to Nibley City Code 19.20.010 be adopted.
2. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
3. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
4. This ordinance shall become effective upon posting as required by law.

PASSED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____ 2025.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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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.

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- 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.

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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.

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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.

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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:

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- 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.

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

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Agenda Item #15

Description	Discussion and Consideration: 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 (First Reading)
Presenter	Levi Roberts, City Planner
Staff Recommendation	Approve 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
Planning Commission Recommendation	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 with the modification that required parking be increased to 3 parking spaces for single-family dwellings and to 4 spaces for two-family dwellings
Reviewed By	Justin Maughan, City Manager; Joel Yellowhorse, City Attorney; Levi Roberts, City Planner; Planning Commission

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:

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

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.

The Planning Commission recommended to increase the number of required parking spaces to 3 parking spaces for single-family dwellings and to 4 spaces for two-family dwellings. The Planning Commission expressed that in many cases, 2 spaces for a single-family dwelling is inadequate and may result in spillover parking on neighborhood streets, which do not allow parking during winter months.

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

WHEREAS, Nibley City regulates land use within Nibley City boundaries; and

WHEREAS, During the 2025 Legislative Session, the Utah State Legislature passed S.B. 181, which requires each municipalities to comply to limitations related to regulating parking; and

WHEREAS, Nibley City promotes providing adequate parking to meet the anticipated needs of land uses within the community and mitigate potential negative externalities associated with inadequate parking.

NOW, THEREFORE, BE IT ORDAINED BY THE NIBLEY CITY COUNCIL OF NIBLEY, UTAH THAT:

1. The attached amendments to Nibley City Code 19.24.160 be adopted.
2. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
3. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Nibley City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.
4. This ordinance shall become effective upon posting as required by law.

PASSED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____ 2025.

Larry Jacobsen, Mayor

ATTEST: _____
Cheryl Bodily, City Recorder

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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	32 off-street spaces per dwelling in addition to any carport or garage.	-
Residential, Two Family ²	4 off-street spaces	-
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 Item #16

Description	Discussion and Consideration: Resolution 25-27– Approving an Interlocal Cooperation Agreement Between Nibley City And The Nibley City Community Reinvestment Agency
Presenter	Justin Maughan, City Manger
Staff Recommendation	Approve Resolution 25-27 – Approving an Interlocal Cooperation Agreement Between Nibley City And The Nibley City Community Reinvestment Agency and waive second reading
Planning Commission Recommendation	NA
Reviewed By	Mayor Larry Jacobsen Justin Maughan, City Manager

Background:

In May of 2022, Nibley City created the Nibley City Community Reinvestment Agency (CRA). The CRA is an agency that is given legal tools to enable tax increment financing, to facilitate development, and stimulate economic development in a designated area of the City. A project area in and around the Malouf Area was designated as a project area. A plan and Budget were created for the area, and Interlocal Agreements were entered into with two other taxing entities, Cache County and the Cache County School District. However, an official interlocal agreement between Nibley City and the CRA can not be located in the records, and staff is unsure if an agreement was ever entered into. Staff is therefore proposing this interlocal agreement between Nibley City and the CRA so that there is no question and an agreement if in place between the two entities.

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August ____, 2025

RESOLUTION 25-27

**APPROVING AN INTERLOCAL
COOPERATION AGREEMENT BETWEEN NIBLEY CITY
AND THE NIBLEY CITY COMMUNITY REINVESTMENT AGENCY**

WHEREAS, NIBLEY CITY (the “City”) and the NIBLEY CITY COMMUNITY REINVESTMENT AGENCY (the “Agency”) desire to approve and enter into the Interlocal Cooperation Agreement attached hereto as **Exhibit 1** (the “Interlocal Agreement”), in which the City consents to the Agency receiving for an extended period of time a portion of the tax increment produced by the City’s levy on real and personal property attributable to property located within the MALOUF COMMUNITY REINVESTMENT PROJECT AREA (the “Project Area”); and

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS, the Agency and the City are “public agencies” for purposes of the Act; and

WHEREAS, Section 11-13-202.5 of the Act as amended, requires certain interlocal agreements be approved by resolution of the legislative body, governing board, council or other governing body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY NIBLEY CITY, as follows:

1. The Interlocal Agreement between the City and the Agency attached hereto as Exhibit 1 is approved and shall be executed by the City by signature of the appropriate person(s); and
2. Pursuant to Section 11-13-202.5 of the Act, the Interlocal Agreement has been submitted to legal counsel of the City for review and signature indicating approval as to proper form and compliance with applicable law; and
3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a duly executed original counterpart thereof Agreement shall be filed immediately with the keeper of records of the City; and
4. This Resolution shall take effect upon adoption.

ADOPTED by Nibley City this ____ day of August 2025

NIBLEY CITY

Larry Jacobsen

ATTEST:

EXHIBIT 1

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE NIBLEY CITY
COMMUNITY REINVESTMENT AGENCY
And
NIBLEY CITY**

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INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the **NIBLEY CITY REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the “Agency”), and **NIBLEY CITY**, a political subdivision of the State of Utah (the “City”) in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency is operating under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Nibley City (the “City”) in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements and investments which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its residents; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “Cooperation Act”); and

C. **WHEREAS**, the Agency has established the MALOUF COMMUNITY REINVESTMENT PROJECT AREA (the “Project Area”) located within the vicinity of Nibley City (the “City”) East of Highway 89 and North of 3200 South, it also includes a 55-acre parcel which is located north of the Malouf Headquarters and is the parcel north of 2600 South, as outlined in Exhibit “A” (the “Property”), through the adoption of the Malouf Community Reinvestment Project Area Plan (the “Project Area Plan”), located within the City, which Project Area is described in Exhibit “B” attached hereto along with any amendments is incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains mostly vacant and underutilized land, which is anticipated to include more developments, with encouragement and planning by the Agency, such as an expanded headquarters, townhomes, single family homes, parks and recreation areas, a marketplace, retail lots, and trails. The Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of **\$207,906** per year in property taxes for the various taxing entities, including the City, Cache County (the “County”), the Cache County School District (the “School District”), the Millville-Nibley Cemetery Maintenance District (the “Cemetery District”), and the Cache Mosquito Abatement District (the “Mosquito District”), with only **\$32,230** being generated annually for the City; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property tax increment produced by the Project Area for the City, County, the School District, the Cemetery District, and the Mosquito District are projected to total approximately **\$1,577,880** per year, with **\$244,609** going to the City; and

G. **WHEREAS**, the Agency has requested the City, County, the School District, the Cemetery District, and the Mosquito District to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased property tax (i.e., Tax Increment,) which will be generated by further development within the Project Area; and

H. **WHEREAS**, it is in the best interest of the residents of the City for the City to remit such payments to the Agency to permit the Agency to leverage private development within the Project Area; and

I. **WHEREAS**, the Agency has retained LRB Public Finance Advisors, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and Budget; and

J. **WHEREAS**, the Agency adopted the Malouf Community Reinvestment Project Area Budget (the "Project Area Budget"), a copy of which is attached as **Exhibit "C"** along with any amendments is incorporated herein by this reference, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area; and

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional property tax revenue (*i.e.*, Tax Increment, as defined by the Act) will likely be generated by the development of public amenities within the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The City has determined that it is in the best interests of its residents to pay or distribute specified portions of its Tax Increment to the Agency in order for the Agency to support the construction of public amenities and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be tax year 2020, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2020 Cache County assessment rolls for all property located within the Project Area (which is currently estimated to be **\$19,895,331**, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant(s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger.** The first year (“Year One”) of payment of Tax Increment from the City to the Agency shall be determined by the Agency, but the Agency will trigger the Project Area for collection no later than by 2025. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Cache County Auditor’s office.

6. **Total Payment to Agency.** The City shall authorize the County to remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Fifteen, 75%, as specified in the Project Area Budget, of the annual Property Tax Increment generated from within the Project Area, including the real (*i.e.*, building, land, and fixtures), personal, and centrally assessed property within the Project Area.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real property, personal property, and centrally assessed property taxes collected from the Project Area by the County acting as the tax collection agency for the City. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the City, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.

8. **Prohibition of Reduction of Funds by Taxing Entities.** As required under 17C-5-204(6), this agreement prohibits the City from proportionately reducing the amount of project area funds the City consents to pay to the Agency by the amount of any direct expenditures the City makes within the Project Area for the benefit of the Project Area or the Agency.

9. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County acting as the tax collecting agency for the City. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the City on an annual basis.

10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Nibley City:
Nibley City
Attn: Nibley City Council
455 W 3200 S
Nibley, Utah 84321
Phone: (435) 752-0431

If to Agency:
Nibley City Redevelopment Agency
Attn: Agency Board
455 W 3200 S
Nibley, Utah 84321
Phone: (435) 752-0431

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

20. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Cache County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County or the City cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

23. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Fifteen or according to any sunset provision in the Project Area Budget.

24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

26. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.

- f.** Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g.** This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

City: NIBLEY CITY

Attest:

By: _____

Its: Mayor

Clerk

Approved as to form:

Attorney for City

Agency: NIBLEY CITY REDEVELOPMENT AGENCY

Attest:

By: _____

Its: Chair

Secretary

Approved as to form:

Attorney for Agency

**EXHIBIT “A”
to
INTERLOCAL AGREEMENT**

Legal Description of Project

Legal Description:

AREA 1

AREA 2

**EXHIBIT “B”
To
INTERLOCAL AGREEMENT**

Project Area Plan

**EXHIBIT “C”
To
INTERLOCAL AGREEMENT**

Project Area Budget

Agenda Item #CRA2

Description	Resolution CRA 25-02 – Resolution Of The Nibley City Community Reinvestment Agency Approving An Interlocal Cooperation Agreement Between The Agency And Nibley City.
Presenter	Justin Maughan, City Manager
Staff Recommendation	Approve Resolution CRA 25-02 – Resolution Of The Nibley City Community Reinvestment Agency Approving An Interlocal Cooperation Agreement Between The Agency And Nibley City and waive second reading
Planning Commission Recommendation	
Reviewed By	Mayor Larry Jacobsen Justin Maughan, City Manager

Background:

In May of 2022, Nibley City created the Nibley City Community Reinvestment Agency (CRA). The CRA is an agency that is given legal tools to enable tax increment financing, to facilitate development, and stimulate economic development in a designated area of the City. A project area in and around the Malouf Area was designated as a project area. A plan and Budget were created for the area, and Interlocal Agreements were entered into with two other taxing entities, Cache County and the Cache County School District. However, an official interlocal agreement between Nibley City and the CRA can not be located in the records, and staff is unsure if an agreement was ever entered into. Staff is therefore proposing this interlocal agreement between Nibley City and the CRA so that there is no question and an agreement is in place between the two entities.

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RESOLUTION NO. 25-02

**RESOLUTION OF THE NIBLEY CITY COMMUNITY REINVESTMENT AGENCY
APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY
AND NIBLEY CITY.**

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the “Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Nibley City Community Reinvestment Agency (the “Agency”) and Nibley City (the “City”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the City (the “Agreement”), whereby the City would remit to the Agency a portion of the property tax increment generated within the MALOUF COMMUNITY REINVESTMENT PROJECT AREA (the “Project Area”), which would otherwise flow to the City, for the purpose of encouraging development activities through the payment for certain public infrastructure and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Interlocal Cooperation Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY OF THE NIBLEY CITY COMMUNITY REINVESTMENT AGENCY, AS FOLLOWS:

1. The Interlocal Cooperation Agreement between the Agency and the City, substantially in the form attached hereto as **Exhibit A** (the “Agency-City Agreement”), is approved in final form and shall be executed for and on behalf of the Agency by the Chair of the Agency Board.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreements have been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreements shall be filed immediately with the Agency Secretary, the keeper of records of the Agency.
4. As provided in Utah Code Ann. § 17C-5-205(3), the Agreement shall be effective on the day on which the Agency publishes notice of the Agreement pursuant to Utah Code Ann. § 11-13-219 of the Interlocal Act.

5. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Nibley City Community Reinvestment Agency this ____ day of _____, 2025.

Chair

NIBLEY CITY COMMUNITY REINVESTMENT
AGENCY

Attest:

Agency Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT
[AGENCY-CITY AGREEMENT]

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