



NIBLEY CITY PLANNING AND ZONING COMMISSION AGENDA
THURSDAY, AUGUST 28, 2025 – 6:30 PM

In accordance with Utah Code Annotated §52-4-207 and Nibley City Resolution 12-04, this meeting may be conducted electronically. The anchor location for the meeting will be Nibley City Hall, 455 W 3200 S, Nibley UT 84321. The public may also view the meeting live via the YouTube link provided at www.nibleycity.gov. Public comment should be submitted to talonb@nibleycity.gov by 6:30 PM on the day of the meeting. Submitted public comment will be read into the public record.

1. **Call to Order and Roll Call**
2. **Approval of August 7, 2025, Meeting Minutes and the Current Agenda**
3. **Discussion and Consideration:** Development Agreement for Heritage Parkway Subdivision, a 40-Lot Standard subdivision located at approximately 2701 South 1200 West
4. **Public Hearing:** Ordinance 25-30—Amending NCC 21.08.030 Property Boundary Adjustments, Boundary Establishment, and Amendments to a Subdivision
5. **Discussion and Consideration:** Recommendation for Ordinance 25-30—Amending NCC 21.08.030 Property Boundary Adjustments, Boundary Establishment, and Amendments to a Subdivision
6. **Workshop:** Open Space Subdivision Code
7. **Staff Report and Action Items**

Adjourn

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

Nibley City's next scheduled Planning and Zoning Commission meeting will be on Thursday, September 18, 2025, at 6:30 PM.

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

THIS PAGE IS INTENTIONALLY LEFT BLANK



**Nibley City Planning and
Zoning Commission
Agenda Item Report
August 28, 2025**

Agenda Item #3: Development Agreement for Heritage Parkway Subdivision

Description

Discussion and Consideration: Development Agreement for Heritage Parkway Subdivision, a 40-Lot Standard Subdivision Located at Approximately 2701 S 1200 W

Action Type

Administrative

Recommendation

Approval of the Development Agreement for Heritage Parkway Subdivision, a 40-Lot Standard Subdivision Located at Approximately 2701 S 1200 W

Reviewed By

City Planner, City Engineer, City Attorney

Background

Heritage Parkway is a 40-lot subdivision, located at approximately 2701 South 1200 West in Nibley. The Planning and Zoning Commission approved the Preliminary Plat for this Subdivision on July 20, 2023. However, the development agreement, which NCC 21.06.040(A)(4) requires for phased subdivisions, was not presented and approved at that time. The applicant has since submitted and received Staff approval for the Final Plat of Phase 1 of the

subdivision. For reference, a copy of the approved Preliminary Plat is included in the meeting packet.

The Development Agreement does not include any terms that are in conflict with Nibley City Code or any dedications outside of typical rights of way, associated with the subdivision. Therefore, the Planning and Zoning Commission is the approval authority for the development agreement. In general, the development agreement includes standard language to ensure that the developer completes public improvements and fulfills requirements of Nibley City Code.

NIBLEY CITY DEVELOPMENT AGREEMENT

Heritage Parkway Subdivision

This Development Agreement (“Agreement”) is entered into by and between Nibley City, a Utah municipality and political subdivision of the State of Utah (“City”), Heritage Land Development, LLC, a Utah limited liability company (“Developer”), and is effective as of the date that it is executed by the City (the “Effective Date”).

RECITALS

- A. Developer owns or otherwise has the right to develop certain property located within the City, containing approximately 19.88 acres (“Property”), which Property is known as Cache County Parcel No. 03-015-0002 and is more particularly described as:

Part of the Northwest Quarter of Section 20, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Beginning at the N/4 corner of SEC 20 Township 11N Range 1East, thence S 00°32’01” E 425.7 FT to the true poing of beginning and running thence S 00°32’01” E 531.3 FT, thence N 89°52’38” W 1326.95 FT. thence N 00°32’16” W 492.0 FT; thence S 89°48’15” E 466.7 FT, thence N 00°32’16” W 466.7 FT, thence S 89°48’15” E 420.34 FT, thence S 00°32’01” E 425.7 FT, thence S 89°48’15” E 440.0 FT to the true to beginning, containing 19.88 acres.

- B. Developer has prepared and seeks City approval of a proposed subdivision plat for a residential project called *Heritage Parkway* on the Property (the “Project” or the “Development”); a copy of the preliminary plat is attached hereto as Exhibit A.
- C. The Parties enter into this Agreement to provide specific requirements, conditions, and standards that will apply to the approval of the Development.

TERMS

1. **Approval of Development.** Subject to the other terms of this Agreement, Developer has the vested right to develop the Property (i) substantially according to the concept/preliminary plat attached hereto as Exhibit A, with a minimum of at least 40 lots, and (ii) according to the Land Use Regulations (as defined in Section 2 *below*) in effect as of the Effective Date of this Agreement.
2. **Compliance with Regulations.** Subject to the clarifications provided in Sections 9 and 10 *below*, the Property and the Development is each subject to, and shall remain subject to, all terms, conditions, and requirements of all applicable federal, state, county, and City laws, ordinances, codes, standards, and land use and zoning regulations applicable to the Property and to any building, improvement, landscaping, subdivision, excavation, or other

development or work on or of the Property, as the same may be amended from time to time (collectively, “**Land Use Regulations**”). To the extent that a term, condition, or requirement of this Agreement expressly modifies or is in direct conflict with applicable Land Use Regulations, this Agreement shall control to the extent of the express modification or direct conflict.

3. **Final Plat/Drawings.** Final site plan/plat approval will need to be obtained for the Development, or, if applicable, each phase of the Development, through standard City processes and procedures. The City shall promptly review all materials and applications submitted by Developer in connection with the Development (in whole or in part). The City will not unreasonably withhold any approval, and with respect to any disapproval, the City must include with each decision of disapproval a clear written statement of the reasons for the disapproval, and recommendations, if any, for remediation. The City will not impose any conditions or requirements not imposed by the Land Use Regulations.
4. **Acceptance of Improvements.** The City shall promptly inspect and accept all improvements which are intended for public use and which have been constructed by Developer or its agents in accordance with the Land Use Regulations. All roads within the Development will be public roads, unless otherwise specifically noted on the plat.
5. **Provision of Information.** The City shall timely provide to the Developer all information, studies, reports, and requirements needed for Developer to properly understand all utility and infrastructure requirements for the Development.
6. **Responsibility for Infrastructure Improvements.**
 - a. Developer is responsible for the construction of all onsite infrastructure improvements required for the Development. The City hereby grants a temporary, irrevocable, and non-exclusive license to Developer and its agents, employees, servants, consultants, and contractors over, through, and across those portions of any City owned land or rights of way, as is reasonably necessary to design, install, and/or construct the above-described improvements. This license will terminate immediately, and only, upon final completion of those improvements and acceptance of the same by the City.
 - b. Developer is not responsible for any offsite infrastructure improvements. Notwithstanding the foregoing, nothing contained herein may be construed to relieve Developer of its obligations to pay impact fees related to the Development, as such impact fees may be required under the Land Use Regulations. The City shall not require of the Developer any dedications or infrastructure improvements that exceed the demand imposed by the Development unless the City reimburses Developer for any upsizing beyond what is required for the Development.
7. **Street Tree Planting Plan.** This Section 7 is provided to comply with Section 21.12.170 of the City Code. All streets shall be lined with trees in the parkstrip with a minimum of one tree per fifty feet (50’). Developer must either pay the City a “street tree fee” for the purchasing and installing of trees within the Development or purchase and install the street

trees as improvements to the Development. The number of trees and the type of tree is referenced in the Landscape plan approved by Nibley City Administrative Land Use Authority. The City fee for the trees in ~~the~~ this Subdivision is \$ _____ per tree. If the Developer elects to purchase and plant the street trees, Developer will have up to 2 years after the completion of the Development to install street trees adjacent to constructed homes. At the end of the 2-year period, the Developer may choose to pay the per tree cost to the City for any unplanted trees after which the City will assume the responsibility to construct the remaining trees; request to extend tree planting for another 2 years; or install the remaining trees after providing reasonable means for watering and maintenance. ~~Trees shall be installed as approved by the City before final approval of the subdivision plat is given.~~ In all cases, Developer will complete improvements per the prescribed improvement completion, inspection, and acceptance process, as set forth in Nibley City Code, and this Agreement before the City will extend final approval of the subdivision plat. ~~The owner of the abutting lot, or the builder of a home on such lot at the owner's direction, will install the trees required in the park strip abutting such owner's lot. No tree with a caliper less than two inches, as measured at the top of the root collar, shall be planted. No final certificate of occupancy for a dwelling unit shall be granted or effective until after the installation of all proposed trees, which shall clearly be in good health, in the parkstrip to which the lot is abutting, along with a watering mechanism tied to either the abutting lot's secondary water system or a community association water system.~~ The owner of the abutting lot is at all times responsible for the health of the tree(s) in the abutting parkstrip.

8. **Issuance of Permits.** Developer has the sole responsibility to obtain all necessary building permits in connection with Developer's undertakings and shall make application for such permits directly to the applicable City department(s) having authority to issue such permits in connection with the performance of Developer's undertakings, according to the Land Use Regulations. The City, including its departments and agencies, shall not unreasonably withhold or delay the issuance of its permits and shall not impose any requirements or conditions not expressly found within the Land Use Regulations.
9. **Police Powers.** This Agreement, or any part of this Agreement, will not limit the exercise of the police powers of the City to enact ordinances, standards, or rules regulating development, zoning, subdivision, growth management, transportation, annexation, municipal services, and other land use matters.
10. **Impact on Vested Rights.** The exercise of the City's police and/or legislative powers may only be applied to modify the vested rights of Developer under the terms of this Agreement based upon policies, facts, and circumstances that meet the compelling, countervailing public interest exception to the vested rights doctrine as required under Utah law. Any such proposed change affecting the vested rights of Developer must be of general application to all development activity within the City; and unless in good faith the City declares an emergency, Developer will be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Development under the compelling, countervailing public interest exception to the vested rights doctrine.
11. **Initiative and Referenda.** Both parties understand that any legislative action by the City Council is subject to initiatives, referral, or challenge by individuals or groups of citizens, including approval of annexations, annexation agreements, and zoning. Developer agrees

that the City may respond to, approve, or reject any initiative, referral, or challenge as the City deems appropriate in its discretion, guided by the standards in Utah law. Developer agrees that the City shall not be found to be in breach of this Agreement due to the City's response to, approval of, or rejection of any initiative, referral, or challenge or due to the success of an initiative, referendum, or challenge, so long as the initiative, referendum, or challenge relates to any legislative act contemplated or undertaken in connection with this Agreement. In the case of a successful initiative, referendum, or challenge, this Agreement is void at inception.

12. **Assignment; Successors Bound.** This Agreement may be assigned and transferred by Developer in connection with any sale or transfer of Developer's interest in or to the Property, in whole or in part. 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 Property 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. The assigning/transferring Developer shall be released from liability under this Agreement with respect to any breach of the terms and conditions of this Agreement occurring after the date of any such assignment/transfer of interest.
13. **Default.** 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; provided, however, that a notice of breach sent by the City must first be approved by resolution of the City Council. Such notice shall describe the alleged breach, the applicable provisions of this Agreement, and the actions necessary to remedy and cure the breach. Within 30 days after the date of delivery 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 steps, processes, and actions to be taken by the breaching party. 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.
14. **Severability.** Each provision of this Agreement shall be separate, several, 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.
15. **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.
16. **Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the Development. No modification, waiver, or amendment to any right, term, condition, obligation, or provision of this Agreement shall be valid unless in a writing duly

authorized and approved by the parties. This Agreement shall supersede all prior agreements, conversations, understandings, contracts, and representations related to the Development.

17. **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 13. 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 in Cache County, State of Utah. A party that prevails in any litigation or other dispute resolution proceeding regarding this Agreement shall be entitled to recover its reasonable court costs and attorney fees.
18. **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.
19. **Mutual Drafting.** Each party has participated in negotiating and drafting this Agreement, and no provision of this Agreement shall be construed for or against any party based on which party drafted any particular portion of this Agreement.
20. **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.
21. **Term.** This Agreement shall continue for a period of ten years following the Effective Date.
22. **Estoppel Certificate.** If no Event of Default has occurred or remains uncured in the provisions of this Agreement and upon five (5) days prior written request by Developer or a sub-developer, the City will execute an estoppel certificate to any third party certifying that Developer (or a sub-developer), as the case may be, at that time is not in default of the terms of this Agreement.

AGREED TO BY:

For Nibley City:

Attested by:

By: _____

Mayor

City Recorder

Date: _____

For Developer: Heritage Land Development, LLC

By: _____

Date: _____

Name:

Title: Authorized Signer

THIS PAGE IS INTENTIONALLY LEFT BLANK

Port of the Northwest Quarter of Section 20, Township 11 North, Range 1 East of the Salt Lake Baseline and Meridian described as follows:

Beginning at the N/4 corner of SEC 20 Township 11N Range 1East, thence S 00°32'01" E 425.7 FT to the true point of beginning and running thence S 00°32'01" E 551.3 FT, thence S 69°42'56" W 1,326.95 FT, thence S 42°40'15" E 420.34 FT, thence S 89°48'15" E 466.7 FT, thence N 00°32'01" W 466.7 FT, thence S 89°48'15" E 420.34 FT, thence S 00°32'01" E 425.7 FT, thence S 89°48'15" E 440.0 FT to the true to beginning, containing 19.88 acres.

1. Statement of intent – Subdivide the land into 40 individual building lots with open space.

2. Developer: River Valley Development

3. Location: 470 North 2450 West

4. Section: Township, Union 84337 follows:

5. Block: Front yard = 30 feet

6. Lot: 19.88 acres

7. Contour interval: 1'

8. Subdivision size: 19.88 acres

9. Total lot-size: 15,401 sf

10. Zone = R2A

11. There are no wetlands on the property per FEMA National Wetlands Inventory.

12. Flood hazard: Flood Hazard on the property per FEMA flood map 490303C0390C

PART OF THE NORTHWEST QUARTER OF SECTION 20,
 TOWNSHIP 11 NORTH, RANGE 1 EAST,
 SALT LAKE BASELINE AND MERIDIAN
 PRELIMINARY PLAT

0 30 60 120
 SCALE: 1"=60' (24x36 PLAN SET)
 SCALE: 1"=120' (11x17 PLAN SET)

[illegible]

HERITAGE PARKWAY SUBDIVISION























PART OF THE NORTHWEST QUARTER OF SECTION 20,
TOWNSHIP 11 NORTH, RANGE 1 EAST,
SALT LAKE BASIN AND MERIDIAN

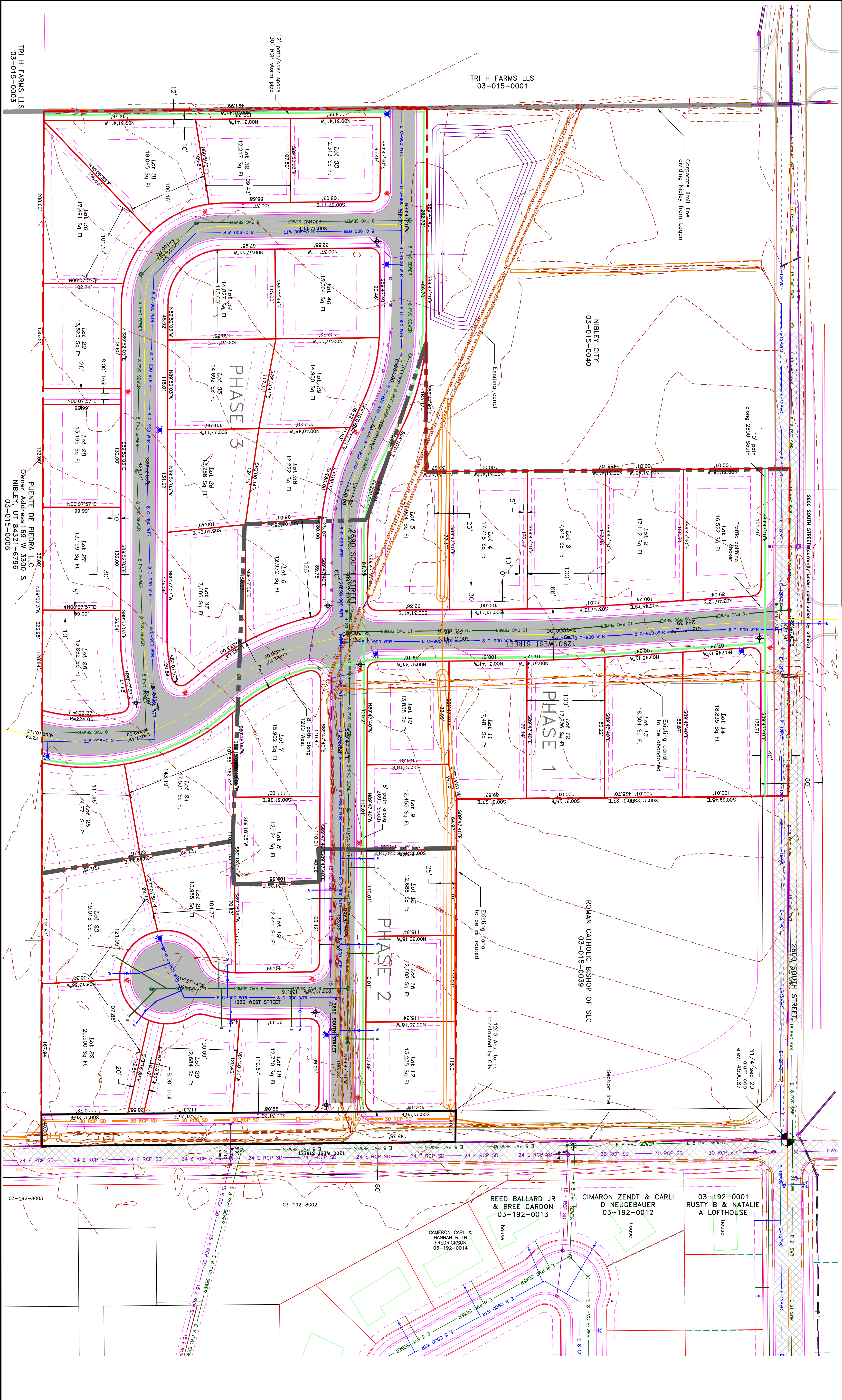
PRELIMINARY PLAT

0 30 60 120


SCALE: 1" = 60' (24x36 PLAN SET)
SCALE: 1" = 120' (11x17 PLAN SET)

LEGEND

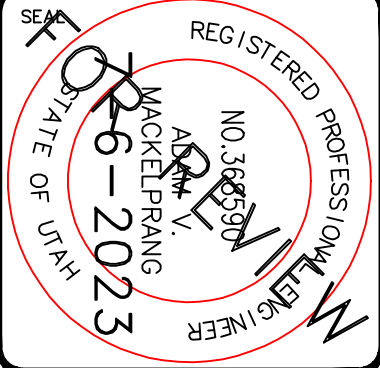
	1/4 SECTION CORNER		EXISTING SEWER
	BOUNDARY LINE		E 8" PVC SEWER
	STREET CENTRELINE		E-120VC
	EASTWAY (JOLE-CUBICLE UTILITY EASEMENT)		15" E. AOS 50"
	SETBACK LINE		8" PVC SEWER
	CORPORATE LIMIT LINE		8" C-200 WWS
	SECTION LINE		PROPOSED WATER
	EXISTING FENCE		PROPOSED STORM
	OUT PATH		EXISTING ASPHALT
	CORNO STOP/STREET SIGN		PROPOSED ASPHALT
	STREET LIGHT		PROPOSED DITCH RE-MOUE



Date:	REVISIONS/ SUBMISSIONS
REVIEWED :	
CAD FILE :	

 ALLIANCE CONSULTING
ENGINEERS

150 EAST 200 NORTH SUITE P
LOGAN, UTAH 84321
(435)755-5121
ALLIANCELOGAN@YAHOO.COM



Agenda Item #4 & #5: Property Boundary Adjustments, Boundary Establishment, and Amendments to a Subdivision

Description

Public Hearing: Ordinance 25-30—Amending NCC 21.08.030 Property Boundary Adjustments, Boundary Establishment, and Amendments to a Subdivision

Discussion and Consideration: Recommendation for Ordinance 25-30—Amending NCC 21.08.030 Property Boundary Adjustments, Boundary Establishment, and Amendments to a Subdivision

Action Type

Legislative

Recommendation

Recommend Approval of Ordinance 25-30—Amending NCC 21.08.030 Property Boundary Adjustments, Boundary Establishment, and Amendments to a Subdivision

Reviewed By

City Planner, City Engineer, City Attorney

Background

During the 2025 Legislative Session, the Utah State Legislature passed SB 104, which modifies the process for proposing a boundary adjustment between two contiguous properties. This included updates to the required process and terminology. This includes a slightly different process for a full boundary adjustment, which may include, for example, modifications to easements and a simple boundary adjustment. Also included in the bill is a process for boundary establishment, which allows adjacent property owners to clarify ambiguous boundaries. The discretionary piece of this legislation is whether to require a plat amendment for full boundary adjustments. The Cache County Recorder has expressed a preference for plat amendments when boundary adjustments affect a subdivision as they are recorded in a way that is clearer to

property owners. Staff recommend this requirement for full boundary adjustments that are within a subdivision.

21.08.030 Parcel Property Boundary Adjustments, Boundary Establishment Lot Line Adjustments And Amendments To A Subdivision

A. Boundary Establishment

1. The owners of record of adjoining properties may exchange title to portions of those properties to resolve an ambiguous, uncertain, or disputed boundary between the adjoining properties and agree upon the location of an existing common boundary between properties according to Utah Code 10-9a-524. To execute, the adjoining property owners shall prepare an establishment document that complies with Utah State Code 57-1-45 and record the boundary establishment with the Utah County Recorder. It does not require consent or approval from the City before it may be recorded.

B. Simple Boundary Adjustment

1. A proposal for a simple boundary adjustment shall:
 - a. Include a conveyance document that complies with Utah State Code 57-1-45.5;
 - b. Describe all lots or parcels affected by the proposed boundary adjustment.
2. The City Planner or City Engineer shall consent to a proposed simple boundary adjustment if the proposed simple boundary adjustment:
 - a. Meets the requirement of paragraph 1 of this subsection; and
 - b. Does not:
 1. Affect a public right-of-way, municipal utility easement, or other public property;
 2. Affect an existing easement, onsite wastewater system, or an internal lot restriction; or
 3. Result in a lot or parcel out of conformity with land use regulations.
3. If the City Planner or City Engineer determines that a proposed simple boundary adjustment does not meet the requirements of paragraph 2 of this subsection, a full boundary adjustment is required.

C. Full Boundary Adjustment

1. To propose a full boundary adjustment, the adjoining property owners shall submit a proposal to the City that includes:

- a. A conveyance document that complies with Utah State Code 57-1-45.5;
- b. A survey that complies with Utah State Code 57-1-45.5(3)(b).
- c. If either property is part of a subdivision plat, an amended plat in accordance with Utah Code 10-9a-608(1)(b).

2. The City Planner or City Engineer shall consent to a proposed full boundary adjustment if:

- a. The proposal submitted includes all necessary information in paragraph 1 of this subsection;
- b. The survey shows no evidence of a violation of a land use regulation.

3. Notice of consent shall be provided to the person proposing the boundary adjustment in a format that makes clear:

- a. The City is not responsible for any error related to the boundary adjustment; and
- b. The County Recorder may record the boundary adjustment.

D. A boundary adjustment is effective from the day on which the boundary adjustment, as consented to by the City Planner or City Engineer, is recorded by the County Recorder along with the relevant conveyance document.

E. All other amendments to a subdivision plat not described above shall follow the process and standards within Utah State Code 10-9a-608 as amended, and any applicable Nibley City ordinances.

A. Lot Line and Parcel Boundary Adjustments: An agreement to adjust boundary lines between adjoining properties, where at least one of the properties being adjusted is a lot or where the properties at issue include a dwelling either in a subdivision or on unsubdivided parcels of land, may be applied for by the owners of record of said properties as set forth herein:

1. The following materials shall be submitted with a parcel boundary/lot line adjustment application:

Commented [jY1]: This is where we can require a plat amendment, which would require them to submit a plat as outlined in 10-9a-608(1)(b) which represents the part of the original plat that was changed if that is what is desired.

Commented [TD2]: The County Recorder prefers that a municipality require a plat amendment when adjusting boundaries within a recorded subdivision corresponding with the full boundary adjustment, prepared in accordance with Utah Code 10-9a-608 (Subdivision Amendments). The County has adopted an ordinance that we may be able to use as a model. Tennille Johnson will be sending me some additional information.

(b) Upon filing a petition to request a subdivision amendment under Subsection (1)(a), the owner shall prepare and, if approved by the land use authority, record a plat in accordance with Section 10-9a-603 that: (i) depicts only the portion of the subdivision that is proposed to be amended; (ii) includes a plat name distinguishing the amended plat from the original plat; (iii) describes the differences between the amended plat and the original plat; and (iv) includes references to the original plat.

- a.—A quitclaim deed or boundary line agreement, which complies Utah Code 10-9a to be used for recording the lot line adjustment.
- b.—For lot line adjustments, a surveyed plat, which describes the differences between the amended and the original plat, as provided in UCA 10-9a-6.
- c.—For parcel boundary adjustments, a survey, which describes the differences between the amended and the original parcels.
- d.—A site plan which shows existing and proposed property boundary lines, any existing easements, and structures on the affected properties, including dimensions and setbacks from existing and proposed lot lines.

2.—The City Planner or City Engineer shall approve the application for lot line/parcel boundary adjustment if the following conditions are met:

- a.—All required materials are submitted.
- b.—No new lot or parcel results from the adjustment.
- c.—If the properties to be adjusted are in a subdivision, the lot sizes, frontages and configurations are consistent with this title and NCC 10.
- d.—No lot is made undevelopable without a variance or other special consideration.
- e.—All property owners directly affected by the adjustment give their consent.
- f.—The adjustment does not result in a remnant piece of land that did not exist previously.
- g.—The adjustment does not result in the violation of any applicable zoning ordinance, including restrictions on permissible uses or number and location of dwellings and structures.
- h.—The lot line adjustment does not substantially alter legal lots that may otherwise need further review by the Planning Commission or City Council in the form of a subdivision amendment.
- i.—Non-conforming lots: notwithstanding the conditions described above, a lot line/parcel boundary adjustment for an existing non-

conforming lot which does not result in conformity with the land use ordinance may be approved if the adjustment does not result in a lower level of conformance for any established lot size, frontage or other established standards. For example, if a ½ acre lot located within a zone with a minimum lot size of 1 acre applies for a lot line adjustment which increases the size of the lot to ¾ acre via a lot line adjustment, it may be approved.

j.—Upon approval, the applicant(s) shall execute and record the adjustment with the Cache County Recorder, in accordance with Utah State Code 10-9a.

3.—Exemptions from lot line/parcel boundary adjustment application:

a.—A parcel boundary adjustment involving parcels, which do not contain a dwelling on any affected properties may be executed and recorded with the Cache County Recorder and is not subject to City approval.

4.—A complete application for parcel boundary adjustment must be reviewed by the City Planner or City Engineer within 14 days of submittal.

B.—Combining Lots or Parcels: the combination of contiguous lots or parcels that eliminates one or more boundary lines in common between the contiguous lots or parcels and that does not otherwise adjust property boundaries are not considered lot line adjustments, parcel boundary adjustments or subdivision amendments and are not subject to the regulations of this chapter. A lot or parcel combination does not constitute a land use or zoning approval by the City, unless expressly approved as such by the City. Documents recorded as part of a lot or parcel combination do not modify any existing easement or public right of way, nor do they waive or modify any requirement to comply with all zoning and other land use regulations.

C.—All other amendments to a subdivision plat not described above shall follow the process and standards within Utah State Code 10-9a as amended, and any applicable Nibley City ordinances.

Agenda Item #6: Open Space Subdivision Code

Description

Workshop: Open Space Subdivision Code

Action Type

None

Recommendation

None

Reviewed By

None

Background

Commissioner Kenczka has requested a workshop to discuss potential changes to the Open Space Subdivision Ordinance. This includes adjustments to lot size requirements, including requirements for variation of lot sizes, among other potential changes.

THIS PAGE IS INTENTIONALLY LEFT BLANK