Nibley City
Planning Commission Meeting
Thursday, February 16, 2022
Nibley City Hall
455 W. 3200 S.
Nibley, UT

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

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

1. Swearing in of Clair Schenk as an Alternate Planning Commissioner
2. **Public Hearing:** Ordinance 23-07: Amendment To Nibley City R-PUD Development Agreement Between Nibley City And 7 Point Royal, LLC for Nibley Meadows Subdivision
3. **Discussion and Consideration:** Recommendation for Ordinance 23-07: Amendment To Nibley City R-PUD Development Agreement Between Nibley City And 7 Point Royal, LLC for Nibley Meadows Subdivision
4. **Public Hearing:** Ordinance 23-08: Park Development Agreement Between Nibley City And 7 Point Royal, LLC for Nibley Meadows Subdivision
5. **Discussion and Consideration:** Recommendation for Ordinance 23-08: Park Development Agreement Between Nibley City And 7 Point Royal, LLC for Nibley Meadows Subdivision
6. **Discussion and Consideration:** Conditional Use Permit for Pet Wants to operate a Pet Services Business that includes pet grooming at 2280 Heritage Dr (Applicant: Patrick Banning)
7. **Public Hearing:** Ordinance 23-09: Amending 21.12.060: Blocks, Connectivity And Trail Standards
8. **Discussion and Consideration:** Ordinance 23-09: Amending 21.12.060: Blocks, Connectivity And Trail Standards
9. **Workshop:** 2023 Planning Commission Goals
10. Staff Report and Action Items

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

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

Nibley City Planning Commission Agenda Item Report

February 16, 2023

Agenda Item #2 & #3: Nibley Meadows DA Amendment

Description

Public Hearing: Ordinance 23-07: Amendment To Nibley City R-PUD Development Agreement Between Nibley City And 7 Point Royal, LLC for Nibley Meadows Subdivision

Discussion and Consideration: Recommendation for Ordinance 23-07: Amendment To Nibley City R-PUD Development Agreement Between Nibley City And 7 Point Royal, LLC for Nibley Meadows Subdivision

Department

City Planning

Action Type

Legislative

Recommendation

Recommend approval of Ordinance 23-07: Amendment To Nibley City R-PUD Development Agreement Between Nibley City And 7 Point Royal, LLC for Nibley Meadows Subdivision

Reviewed By

City Planner, City Engineer, City Manager, City Attorney

Background

7 Point Royal, LLC previously obtained approval for Nibley Meadows, a 273-unit R-PUD subdivision, located south of 3200 S and east of 1200 W. The development has received approval for the R-PUD overlay zone and for the overall preliminary plat. Through the process of reviewing the Final Plat and construction drawings for the subdivision, potential wetlands were identified on the site that potentially affect 3 single family lots and 12 townhome units. If the developer were to proceed with building the lots, they would be required to mitigate the impact of the wetlands. Rather than proceeding with construction on these lots, the developer would like to proceed with the development, while designating these areas as "remainder parcels" that are not buildable until and unless the affected wetland areas are approved by the U.S. Army Corps of Engineers to be removed. Based upon the developer's engineer, these wetland areas are likely present due to tail water that is related to irrigating the agricultural lands on the property. Once developed and the area is no longer irrigated, the wetland areas are suspected to dry up.

The proposed amendment to the development agreement addresses the wetlands and the planned future residential units that are affected. Specifically, the following summarized terms are included in the agreement:

1. The development plans are amended that include the potential wetlands and a re-aligned roadway (to avoid the potential wetland area). It should be noted that this does have a minor impact upon the designated City Park area, which is now shown as approximately 4.38 acres (previously 4.5).
2. An allowance for the developer to plat the remaining unaffected lots and plat the lots affected by the potential wetland areas as "remainder parcels" that cannot built upon until and unless the affected wetland areas are approved by the U.S. Army Corps of Engineers to be removed.
3. The lots affected by wetlands cannot be reallocated to different areas.
4. Developer may seek to adjust, mitigate and/or remove wetlands consistent with federal law.
5. If the developer is able to remove wetlands through the Army Corps of Engineers, they may seek approval to build upon these areas
6. Approval and recordation of final plat may not occur until the wetland delineation is approved by the Army Corps of Engineers.

Agenda Item #4 & #5: Nibley Meadows Park DA

Description

Public Hearing: Ordinance 23-08: Park Development Agreement Between Nibley City And 7 Point Royal, LLC for Nibley Meadows Subdivision

Discussion and Consideration: Recommendation for Ordinance 23-08: Park Development Agreement Between Nibley City And 7 Point Royal, LLC for Nibley Meadows Subdivision

Department

City Planning

Action Type

Legislative

Recommendations

Recommend approval of Ordinance 23-08: Park Development Agreement Between Nibley City And 7 Point Royal, LLC for Nibley Meadows Subdivision

Reviewed By

City Planner, City Engineer, City Manager, City Attorney

Background

The approved Development Agreement for the Nibley Meadows Subdivision includes a provision that the developer shall donate an approximately 4.5 acre area for a City Park. The agreement states that the City and Developer shall enter into a separate Park Development Agreement for improvement of said the City Park Space, as described herein. That agreement shall cover amenities, infrastructure, landscaping, phasing, and development. The proposed park agreement includes the following provisions:

1. Upon the issuance of final plat approval, the park area must be dedicated to the City.
2. The City will design the park space through the use of impact fees. Once the City obtains at least $80,000 in impact fees, the City shall commence the design process for the park within the next fiscal year.
3. The City is responsible for the construction of park improvements from impact fees generated by the park with the exception of the following:

a. All road improvements on both sides of 3410 S (street abutting park)
b. Stub sewer and water to the park as part of phase 1
c. Pay the city $60,000 toward the cost of constructing a restroom prior to the issuance of 200th building permit
d. Build a splash pad or pay the City $150,000 (inflated from the time of final acceptance of Phase 1) toward constructing a splash pad prior to 200th building permit.
e. Install 25 parking stalls and all trails and walkways or pay the City the equivalent cost of such improvements prior to the issuance of the 100th building permit.

4. Developer shall supply water shares or rights for the park area, as determined by City Engineer, in accordance with Nibley City Code.
5. The Developer of project HOA is responsible for maintaining the adjacent stormwater basin.

Agenda Item #6: CUP for Dog Grooming Service

Description

Discussion and Consideration: Conditional Use Permit for Pet Wants to operate a Pet Services Business that includes pet grooming at 2280 Heritage Dr (Applicant: Patrick Banning)

Department

City Planning

Action Type

Administrative

Recommendation

Approval of Conditional Use Permit for Pet Wants to operate a Pet Services Business that includes pet grooming at 2280 Heritage Dr (Applicant: Patrick Banning) with the following conditions:

1. All dog grooming operations shall be within the existing building.
2. Operation hours shall not occur outside of 7:00 am – 10:00 pm
3. A building inspection must be conducted to ensure the building meets intended use and occupancy for the building.

Reviewed By

City Planner

Background

Patrick Banning currently holds a business license for Pet Wants, which is a retail business for pet supplies. The site for this business is in a commercial zone and is bordered by other commercial and light industrial uses, as well as low-density residential along Hwy 89/91. This business license was previously classified as 'retail,' which is a permitted use in the commercial zone in which the property is located. The applicant has requested to expand the use of the business to include pet grooming services. With this expansion, Staff has determined that the classification of the business would be 'pet services,' which is a conditional use in the commercial zone.

'Pet services' is defined as follows:

an establishment in the business of sales, grooming, training, play, or pet day care services of household pets. Does not include overnight boarding or animal breeding.

NCC 19.28.050(A) provides the basis for granting a conditional use permit, as follows:

A conditional use permit shall be approved if reasonable conditions are imposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, then the conditional use may be denied. Substantial mitigation shall not mean complete elimination of all detrimental effects.

Traffic impacts

The use is anticipated to have negligible impacts upon overall traffic or level of service on adjacent streets. No mitigating measures are recommended.

Parking

There is currently adequate parking to meet the parking requirements for the 3 businesses at the site. This use is not anticipated to generate significant parking demand above what is already required for Pet Wants.

Hours of Operation and Noise

The business is anticipated to have some noise-related impacts that can be mitigated by operating within the existing building and outside of the hours of 10 pm – 7 am as provided in NCC 19.28.050(C)(1)(e).

Building

Although the applicant is not proposing any modifications to the building at this time that would necessarily require a building permit, there is a change of use and Staff recommends that a building inspection be conducted to ensure that the building meets intended use and occupancy.

Agenda Item #7 & #8: Blocks, Connectivity, and Trail Standards

Description

Public Hearing: Ordinance 23-09: Amending 21.12.060: Blocks, Connectivity And Trail Standards

Discussion and Consideration: Ordinance 23-09: Amending 21.12.060: Blocks, Connectivity And Trail Standards

Department

City Planning

Action Type

Legislative

Recommendation

Recommend approval of Ordinance 23-09: Amending 21.12.060: Blocks, Connectivity And Trail Standards

Reviewed By

City Planner, City Manager

Background

Council member Laursen has requested a consideration to amend the trail standards included in 21.12.060 to include ‘churches’ as a traffic generator listed to which trails should be provided. In addition to this amendment, Staff recommends considering a provision which requires that access be provided to commercial, institutional or industrial site is developed when a trail

extends to the edge of the property. This will help ensure that pedestrian connectivity is provided to such traffic generators. It is also recommended to allow for a gate to be installed for security, but the gate would need to be open during hours that the use is accessible to the public.

Agenda Item #9: Planning Commission Goals for 2023

Description

Workshop: Planning Commission Goals for 2023

Recommendation

Discuss and formulate goals for the Planning Commission to accomplish in 2023

Department

City Planning

Background

To guide the activities of the Planning Commission and supportive Staff for the year, the Planning Commission should formalize goals. Staff recommends the following goals be considered for 2023:

1. Review and make recommendations to create/update the following ordinances:
    a. Landscape Ordinance and Standards
    b. Town Center Commercial Zone and Standards
    c. Conditional Uses
    d. Subdivision Financial Assurance provisions
    e. Access, Connectivity Standards and Intersection spacing
    f. Update Nibley City Code to address development requirements outside of residential subdivisions
    g. All required ordinance changes from State legislature
2. Update Parks, Recreation and Open Space Master Plan
3. Commence development of Active Transportation Master Plan to replace and update Trail Master Plan and active transportation elements of Transportation Master Plan
4. Develop more robust and standardized public and stakeholder engagement activities to ensure public buy-in of major code changes and plan updates.

5. Update Annexation Policy Plan, including analyzing areas to accommodate future growth in which utilities can be efficiently provided.
6. Implement strategies identified in Moderate Income Housing Plan
7. Update Tree Policy Plan

The purpose of this workshop is to discuss these and any other goals the Planning Commission recommends for the coming year.

AMENDMENT TO NIBLEY CITY R-PUD DEVELOPMENT AGREEMENT BETWEEN NIBLEY CITY AND 7 POINT ROYAL, LLC REGARDING NIBLEY MEADOWS

This is an Amendment ("**Amendment**") to the Nibley City R-PUD Development Agreement, dated February 10, 2022 ('**Agreement**") and recorded as Entry 1312661, Book 2320 Page 1748, on February 17, 2022, by and between Nibley City ("**City**") and 7 Point Royal, LLC ("**Developer**"), regarding a particular property more particularly described below and development known as Nibley Meadows ("**Development**"), which Amendment is effective as of the date executed by all parties.

WEST PORTION OF PARCEL 03-018-0017

A portion of that Real Property described as Parcel No. 4 in Deed Book 2098 Page 582 of the Official Records of Cache County, more particularly described as follows:
Beginning at a point located N89°51'19"W along the 1/4 Section line 1,738.24 feet and South 1,899.48 feet from the East 1/4 Corner of Section 20, T11N, R1E, S.L.B.& M.; thence S1°26'52"W 667.72 feet to the southeast corner of said Lot 11; thence N88°52'18"W 663.98 feet along the south line of said Lot 11 to the east line of 1200 West Street; thence N0°55'52"E 658.11 feet along said east line to the north line of said Lot 11; thence S89°41'33"E 670.04 feet to the point of beginning.

Contains: 10.15+/- acres

EAST PORTION OF PARCEL 03-018-0017

A portion of that Real Property described as Parcel No. 4 in Deed Book 2098 Page 582 of the Official Records of Cache County, more particularly described as follows:
Beginning at the northwest corner of Lot 9, Block 16, MILLVILLE WEST FIELD SURVEY, located N89°51'19"W along the 1/4 Section line 1,655.58 feet and South 1,240.72 feet from the East 1/4 Corner of Section 20, T11N, R1E, S.L.B.& M.; thence S88°52'07"E 662.02 feet; thence S1°23'06"W 1327.32 feet to the south line of Lot 8, Block 16 of the Millville West Field Survey; thence N88°54'29"W 663.48 feet to the southwest corner of said Lot 8; thence N1°26'52"E 1327.79 feet to the point of beginning.

Contains: 20.20+/- acres

PARCEL 03-050-0001
SURVEY DESCRIPTION

The North 1/2 of Lot 13, Block 15, MILLVILLE WEST FIELD SURVEY, located in the NE1/4 of Section 29, Township 11 North, Range 1 East, Salt Lake Base & Meridian, located in Nibley, Utah, more particularly described as follows;

Beginning at the northeast corner of Lot 13, Block 15, MILLVILLE WEST FIELD SURVEY, located N89°51'19"W along the 1/4 Section line 1,771.75 feet and South 3,225.29 feet from the East 1/4 Corner of Section 20, T11N, R1E, S.L.B.& M.; thence S1°26'52"W 329.32 feet; thence N88°53'56"W 653.39 feet; thence N0°50'00"E 330.37 feet; thence S88°48'24"E 656.92 feet to the point of beginning.

Contains: 4.96+/- acres

PARCEL 03-050-0007
SURVEY DESCRIPTION

All of Lot 7, Block 16, MILLVILLE WEST FIELD SURVEY, located in the SE1/4 of Section 20 & the NE1/4 of Section 29, T11N, R1E, S.L.B.& M., more particularly described as follows:

Beginning at the northeast corner of Lot 7, Block 16, MILLVILLE WEST FIELD SURVEY, located N89°51'19"W along the 1/4 Section line 362.41 feet and South 2,590.10 feet from the East 1/4 Corner of Section 20, T11N, R1E, S.L.B.& M.; thence S1°19'19"W 660.84 feet; thence N88°48'24"W 1,328.40 feet; thence N1°26'52"E 658.50 feet; thence S88°54'29"E 1,326.97 feet to the point of beginning.

Contains: 20.11+/- acres

RECITALS

A. Developer has obtained approval of an R-PUD zone for the Development pursuant the Agreement and is in the process of preparing final plats related to the Development.

B. Developer has determined that certain wetlands ("**Wetlands**") exist within the Development that restrict the Development as planned and authorized in the Agreement.

C. The parties desire to amend the Agreement and the Development Plans, as defined and included within the Agreement, for the Development to address the Wetlands and the planned future residential units affected thereby.

TERMS

1. All terms, conditions, and provisions of the Agreement, the separate Nibley City Park Development Agreement, and any other official agreement, approval, land use decision, or rezone issued or granted by the City remains in effect and unchanged by this Amendment, except as expressly set forth herein.

2. A portion of the Development Plans, page 8 are amended and replaced with the plan attached hereto as Exhibit A ("**Amended Plans**").
3. Developer may proceed with preparing and seeking City approval of a final plat(s) for the portion of the Development addressed by the Amended Plans, provided that the property containing the Wetlands shall be designated in such final plat(s) as "remainder parcels" - not developed with this plat and subject to potential future development restrictions as set forth in the Nibley City approved Development Agreement with Amendment(s).

4. The residential units previously planned to be developed on the property covered by the Wetlands shall not be reallocated or moved to other property within the Development without the approval of the City.

5. Developer may seek to adjust, mitigate, and remove the Wetlands, consistent with federal law and all requirements and regulations of the U.S. Army Corps of Engineers and any other applicable state or federal agency. In doing so, Developer shall be solely responsible and liable for all effort, cost, and work necessary to obtain and carry out all required approvals related to the Wetlands. In no event shall City be responsible or liable for Developer's compliance with any requirement or regulation related to the Wetlands.

6. If Developer is successful in obtaining approval from the U.S. Army Corps of Engineers and any other applicable state or federal agency such that Developer is authorized to construct some or all of the previously planned residential units on and within the Wetlands areas, Developer may prepare and seek City approval of one or more final plats that permit the development of the lots and parcels created containing the Wetlands, created pursuant to section 3 of this Amendment. Any such final plat(s) shall provide for the development of only the number, density, and type of residential units previously authorized under the Agreement for those areas.

7. Approval and recordation of any final plat shall be granted only in conformance with an approved U.S. Army Corps of Engineers Wetland Delineation and applicable Mitigation, if required, and conditioned on Developer's compliance with the Agreement, this Amendment, and all other applicable Nibley City standards, regulations, and ordinances, subject to Developer's vested rights under the Development and Agreement as amended herein.

Exhibit A

Amended Plans

NIBLEY CITY **DEVELOPER**

By: JUSTIN MAUGHAN
Its: City Manager

By:
Its:

STATE OF UTAH)

:ss

County of Cache)

On this ____ day of _____, 2023, personally appeared before me JUSTIN MAUGHAN, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

NOTARY PUBLIC

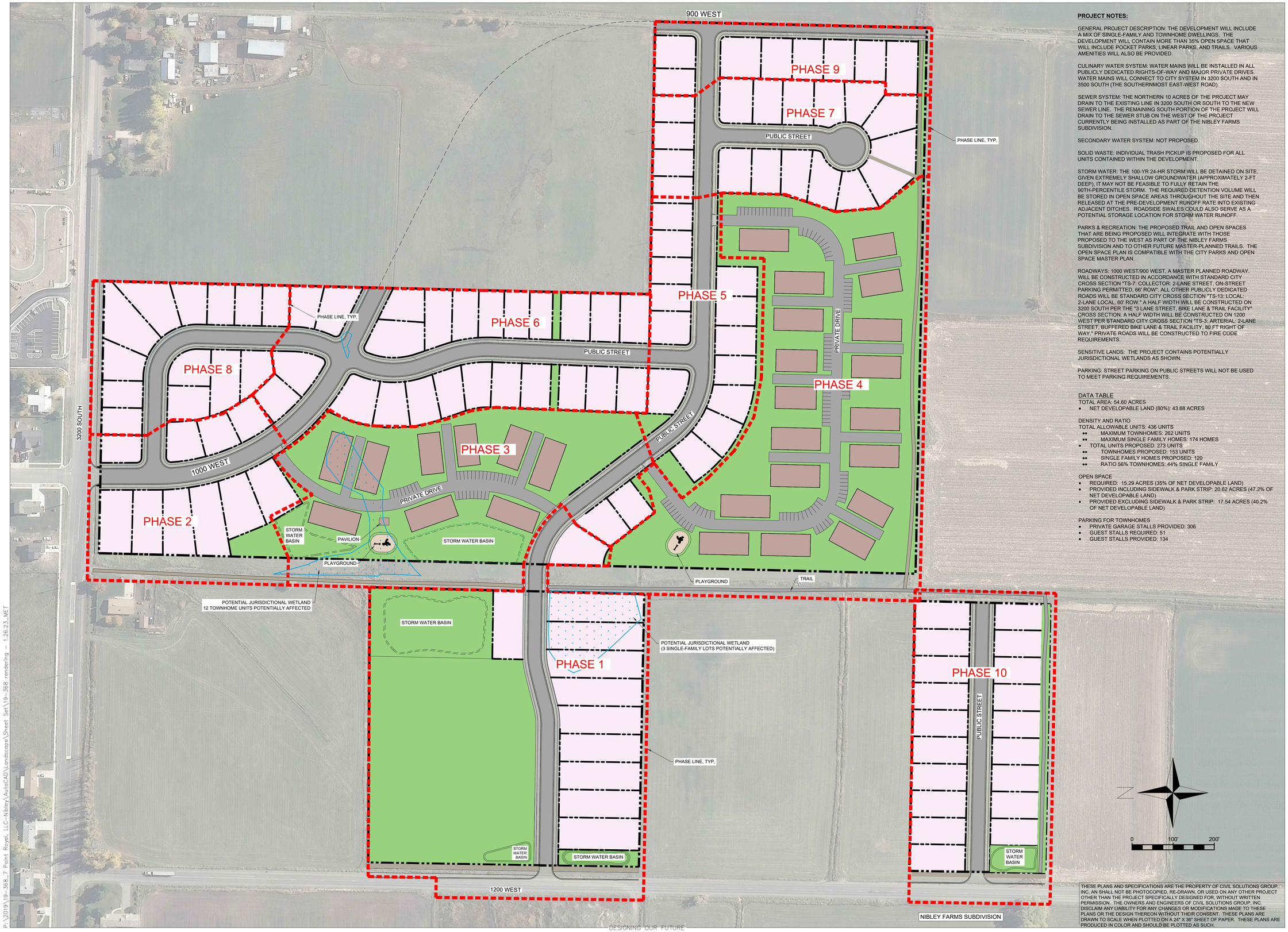
STATE OF UTAH)

: ss

County of Cache)

On the ____ day of _____, 2023, personally appeared before me, _____, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC



PROJECT NOTES:

GENERAL PROJECT DESCRIPTION: THE DEVELOPMENT WILL INCLUDE A MIX OF SINGLE-FAMILY AND TOWNHOME DWELLINGS. THE DEVELOPMENT WILL CONTAIN MORE THAN 35% OPEN SPACE THAT WILL INCLUDE POCKET PARKS, LINEAR PARKS, AND TRAILS. VARIOUS AMENITIES WILL ALSO BE PROVIDED.

CULINARY WATER SYSTEM: WATER MAINS WILL BE INSTALLED IN ALL PUBLICLY DEDICATED RIGHTS-OF-WAY AND MAJOR PRIVATE DRIVES. WATER MAINS WILL CONNECT TO CITY SYSTEM IN 3200 SOUTH AND IN 3500 SOUTH (THE SOUTHERNMOST EAST-WEST ROAD).

SEWER SYSTEM: THE NORTHERN 10 ACRES OF THE PROJECT MAY DRAIN TO THE EXISTING LINE IN 3200 SOUTH OR SOUTH TO THE NEW SEWER LINE. THE REMAINING SOUTH PORTION OF THE PROJECT WILL DRAIN TO THE SEWER STUB ON THE WEST OF THE PROJECT CURRENTLY BEING INSTALLED AS PART OF THE NIBLEY FARMS SUBDIVISION.

SECONDARY WATER SYSTEM: NOT PROPOSED.

SOLID WASTE: INDIVIDUAL TRASH PICKUP IS PROPOSED FOR ALL UNITS CONTAINED WITHIN THE DEVELOPMENT.

STORM WATER: THE 100-YR 24-HR STORM WILL BE DETAINED ON SITE. GIVEN EXTREMELY SHALLOW GROUNDWATER (APPROXIMATELY 2-FT DEEP), IT MAY NOT BE FEASIBLE TO FULLY RETAIN THE 90TH-PERCENTILE STORM. THE REQUIRED DETENTION VOLUME WILL BE STORED IN OPEN SPACE AREAS THROUGHOUT THE SITE AND THEN RELEASED AT THE PRE-DEVELOPMENT RUNOFF RATE INTO EXISTING ADJACENT DITCHES. ROADSIDE SWALES COULD ALSO SERVE AS A POTENTIAL STORAGE LOCATION FOR STORM WATER RUNOFF.

PARKS & RECREATION: THE PROPOSED TRAIL AND OPEN SPACES THAT ARE BEING PROPOSED WILL INTEGRATE WITH THOSE PROPOSED TO THE WEST AS PART OF THE NIBLEY FARMS SUBDIVISION AND TO OTHER FUTURE MASTER-PLANNED TRAILS. THE OPEN SPACE PLAN IS COMPATIBLE WITH THE CITY PARKS AND OPEN SPACE MASTER PLAN.

ROADWAYS: 1000 WEST/900 WEST, A MASTER PLANNED ROADWAY, WILL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD CITY CROSS SECTION "TS-7: COLLECTOR: 2-LANE STREET, ON-STREET PARKING PERMITTED, 66' ROW". ALL OTHER PUBLICLY DEDICATED ROADS WILL BE STANDARD CITY CROSS SECTION "TS-13: LOCAL: 2-LANE LOCAL, 60' ROW." A HALF WIDTH WILL BE CONSTRUCTED ON 3200 SOUTH PER THE "3 LANE STREET, BIKE LANE & TRAIL FACILITY" CROSS SECTION. A HALF WIDTH WILL BE CONSTRUCTED ON 1200 WEST PER STANDARD CITY CROSS SECTION "TS-3: ARTERIAL: 2-LANE STREET, BUFFERED BIKE LANE & TRAIL FACILITY, 80 FT RIGHT OF WAY." PRIVATE ROADS WILL BE CONSTRUCTED TO FIRE CODE REQUIREMENTS.

SENSITIVE LANDS: THE PROJECT CONTAINS POTENTIALLY JURISDICTIONAL WETLANDS AS SHOWN.

PARKING: STREET PARKING ON PUBLIC STREETS WILL NOT BE USED TO MEET PARKING REQUIREMENTS.

DATA TABLE
TOTAL AREA: 54.60 ACRES
- NET DEVELOPABLE LAND (80%): 43.68 ACRES

DENSITY AND RATIO
TOTAL ALLOWABLE UNITS: 436 UNITS
- MAXIMUM TOWNHOMES: 262 UNITS
- MAXIMUM SINGLE FAMILY HOMES: 174 HOMES
- TOTAL UNITS PROPOSED: 273 UNITS
- TOWNHOMES PROPOSED: 153 UNITS
- SINGLE FAMILY HOMES PROPOSED: 120
- RATIO 56% TOWNHOMES: 44% SINGLE FAMILY

OPEN SPACE
- REQUIRED: 15.29 ACRES (35% OF NET DEVELOPABLE LAND)
- PROVIDED INCLUDING SIDEWALK & PARK STRIP: 20.62 ACRES (47.2% OF NET DEVELOPABLE LAND)
- PROVIDED EXCLUDING SIDEWALK & PARK STRIP: 17.54 ACRES (40.2% OF NET DEVELOPABLE LAND)

PARKING FOR TOWNHOMES
- PRIVATE GARAGE STALLS PROVIDED: 306
- GUEST STALLS REQUIRED: 51
- GUEST STALLS PROVIDED: 134

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www.civilsolutionsgroup.net

NIBLEY MEADOWS
1000 WEST 3200 SOUTH
NIBLEY, UT

MARK	DATE	DESCRIPTION

PROJECT #:	19-368
DRAWN BY:	J. HENDRICKSON
PROJECT MANAGER:	J. HENDRICKSON
ISSUED:	02.01.23

AMENDMENT TO R-PUD

SHEET 1 OF 1

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF CIVIL SOLUTIONS GROUP, INC. AN SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY OTHER PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF CIVIL SOLUTIONS GROUP, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT. THESE PLANS ARE DRAWN TO SCALE WHEN PLOTTED ON A 24" X 36" SHEET OF PAPER. THESE PLANS ARE PRODUCED IN COLOR AND SHOULD BE PLOTTED AS SUCH.

P:\2019\19-368_7 Point Royal, LLC-Nibley\AutoCAD\Landscape\Street Set\19-368 rendering - 1.26.23.MET

Ent 1312661 Bk 2320 Pg 1748
Date: 17-Feb-2022 11:50 AM Fee $40.00
Cache County, UT
Devron Andersen, Rec. - Filed By CC
For NIBLEY SFR

NIBLEY CITY
R-PUD DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), entered into this 10 day of Feb, 2022, between 7 Point Royal, LLC, hereinafter referred to as "Developer" and Nibley City, here in after referred to as "City", and

WHEREAS, Nibley Meadows, hereinafter referred to as "the Development" seeks to obtain approval as a Residential Planned Unit Development ("R-PUD") under Nibley City Code Title 19, Chapter 32 ("R-PUD Ordinance") and more particularly described as the following:

WEST PORTION OF PARCEL 03-018-0017

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Beginning at a point located N89°51'19"W along the 1/4 Section line 1,738.24 feet and South 1,899.48 feet from the East 1/4 Corner of Section 20, T11N, R1E, S.L.B.& M.; thence S1°26'52"W 667.72 feet to the southeast corner of said Lot 11; thence N88°52'18"W 663.98 feet along the south line of said Lot 11 to the east line of 1200 West Street; thence N0°55'52"E 658.11 feet along said east line to the north line of said Lot 11; thence S89°41'33"E 670.04 feet to the point of beginning.

Contains: 10.15+/- acres

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Contains: 20.20+/- acres

PARCEL 03-050-0001

SURVEY DESCRIPTION

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Contains: 4.96+/- acres

PARCEL 03-050-0007
SURVEY DESCRIPTION
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Contains: 20.11+/- acres

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

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

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

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

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

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

3. This Agreement, including the Development Plans attached hereto, shall govern the Development. The Developer shall develop, construct, improve, and maintain the Development in a way that is substantially similar to the Development Plans which include 153 townhome units and 120 single family lots. In no event may the number of units in the Development exceed the number of units described in the Development Plans.

4. Developer shall develop and construct all open space, landscaping, housing units, uttilites, amenities, roadways, and all other improvements in accordance with the standards listed within Nibley City Design Standards, Nibley City Code Title 21, Nibley City Code Title 19 Chapter 32.

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

6. The Developer shall make a charitable donation to the city of approximately 4.5 acres to the City at the time of Phase One Final Plat, free and clear, located at approximately 3350 South 1200 West, as shown on the attached Development Plans, for use as a City park ("City Park Space").

a. The City and Developer shall enter into a separate Park Development Agreement for improvement of said the City Park Space, as described herein. That agreement shall cover amenities, infrastructure, landscaping, phasing, and development. The City, or the person or entity selected by the City, shall design the future City Park Space and all improvements incorporated therein.
b. The Developer shall develop and construct the City Park Space as determined and designed by the City.
c. Funding: The Developer shall pay for the design, development, and construction of the City Park Space as described in the Development Plans through park impact fees generated from the Development. The Park Development Agreement shall review and allocate the park impact fees generated from the Development Nibley Meadows development in accordance with this section. Up to 50% of park impact fees generated from the Development may be used to fund the design, development, and construction of the City Park Space. All other impact fees may be assessed, collected, and used as set forth in Nibley City Code. The City may waive, offer a credit for, or reimburse impact fees as set forth in Nibley City Code for Developer's provision of park amenities, infrastructure, landscaping, and improvements, provided that the Developer shall not receive a waiver, credit, or reimbursement of any impact fees due to the dedication of the park space. Any expenditure of park impact fees shall be in addition to the developer's required provision of open space and amenities as set forth in Nibley City Code
d. The developer shall pay for the first 25 parking stalls, all road cross-section improvements to the access road and 1200 West surrounding the park, all trails within the park, sewer stubs for the restroom, $150,000 toward a park splash pad (the

cost of which is indexed to inflation based upon February 25, 2021 costs), and $60,000 towards a park restroom independent of all impact fees.

e. The park construction shall be proportionally phased in construction with each phase of development of Nibley Meadows R-PUD. The Park Development Plan shall contain a phasing plan for construction of the park space.

f. If the Development was previously subject to greenbelt property tax exceptions, Developer shall be responsible for all rollback taxes or in lieu fee payments imposed in connection with the dedication and change in ownership of the Open Space, which obligation shall survive the execution of any deed in connection with the dedication.

7. Developer shall install an 8-foot wide trail along the existing 1100 West Right-of-way. The transition from a road right-of-way to a trail right-of-way will not occur until the completion of phase 11 on the development plans to maintain access for agricultural parcels south of the development.

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

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

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

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

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

13. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns including all parties who acquire title to any portion of the Development; provided, however, that this Agreement

cannot be otherwise assigned, transferred or conveyed by either party, without the express, written consent of the other party.

14. 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.

15. 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.

16. 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.

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

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

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

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

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

NIBLEY CITY

Justin Maughan

By: Justin Maughan
Its: City Manager

DEVELOPER

7 Point Royal, LLC
By:Stan T. Rowlan
Its: Manager

By:

STATE OF UTAH)
:ss
County of Cache)

On this 10 day of February, 2022, personally appeared before me Justin Maughan, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

CHERYL BODILY
Notary Public, State of Utah
Commission # 714809
My Commission Expires On
November 29, 2024

Cheryl Bodily
NOTARY PUBLIC

STATE OF UTAH)
: ss
County of Cache)

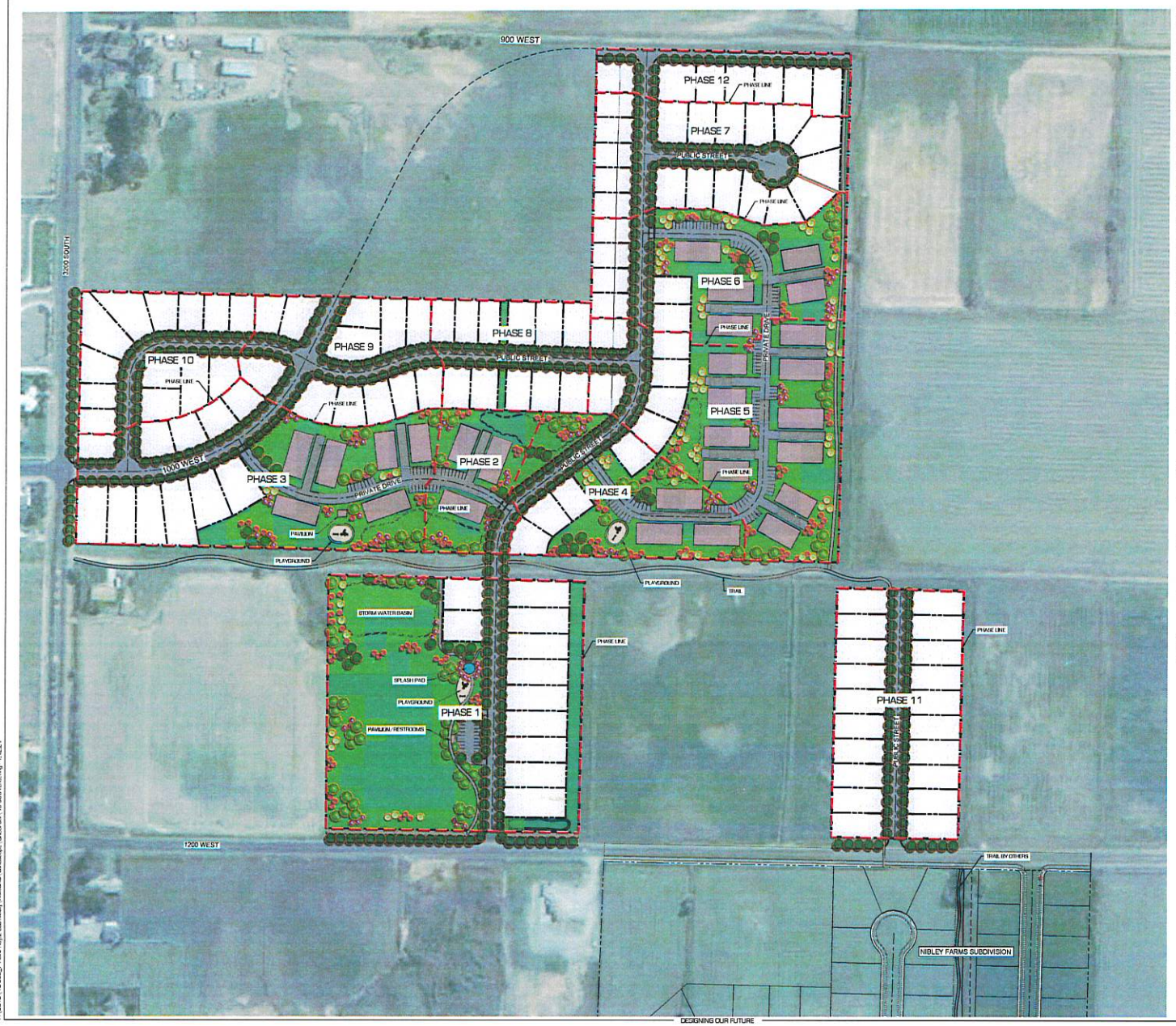
On the 11 day of January, 2022 personally appeared before me,Stan T. Rowlan, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC
TRAVIS S TAYLOR
COMM. # 705080
COMMISSION EXPIRES
MAY 1, 2023
STATE OF UTAH

NOTARY PUBLIC

Exhibit A

Development Plans



PROJECT NOTES:

GENERAL PROJECT DESCRIPTION: THE DEVELOPMENT WILL INCLUDE A MIX OF SINGLE-FAMILY AND TOWNHOME DWELLINGS. THE DEVELOPMENT WILL CONTAIN MORE THAN 35% OPEN SPACE THAT WILL INCLUDE POCKET PARKS, LINEAR PARKS, AND TRAILS. VARIOUS AMENITIES WILL ALSO BE PROVIDED.

CULINARY WATER SYSTEM: WATER MAINS WILL BE INSTALLED IN ALL PUBLICLY DEDICATED RIGHTS-OF-WAY AND MAJOR PRIVATE DRIVES. WATER MAINS WILL CONNECT TO CITY SYSTEM IN 3200 SOUTH AND IN 3500 SOUTH (THE SOUTHERNMOST EAST-WEST ROAD).

SEWER SYSTEM: THE NORTHERN 18 ACRES OF THE PROJECT MAY DRAIN TO THE EXISTING LINE IN 3200 SOUTH OR SOUTH TO THE NEW SEWER LINE. THE REMAINING SOUTH PORTION OF THE PROJECT WILL DRAIN TO THE SEWER STUB ON THE WEST OF THE PROJECT CURRENTLY BEING INSTALLED AS PART OF THE NIBLEY FARMS SUBDIVISION.

SECONDARY WATER SYSTEM: NOT PROPOSED.

SOLID WASTE: INDIVIDUAL TRASH PICKUP IS PROPOSED FOR ALL UNITS CONTAINED WITHIN THE DEVELOPMENT.

STORM WATER: THE 100-YR 24-HR STORM WILL BE DETAINED ON SITE. GIVEN EXTREMELY SHALLOW GROUNDWATER (APPROXIMATELY 2-FT DEEP), IT MAY NOT BE FEASIBLE TO FULLY RETAIN THE 80TH-PERCENTILE STORM. THE REQUIRED DETENTION VOLUME WILL BE STORED IN OPEN SPACE AREAS THROUGHOUT THE SITE AND THEN RELEASED AT THE PRE-DEVELOPMENT RUNOFF RATE INTO EXISTING ADJACENT DITCHES. ROADSIDE SWALES COULD ALSO SERVE AS A POTENTIAL STORAGE LOCATION FOR STORM WATER RUNOFF.

PARKS & RECREATION: THE PROPOSED TRAIL AND OPEN SPACES THAT ARE BEING PROPOSED WILL INTEGRATE WITH THOSE PROPOSED TO THE WEST AS PART OF THE NIBLEY FARMS SUBDIVISION AND TO OTHER FUTURE MASTER-PLANNED TRAILS. THE OPEN SPACE PLAN IS COMPATIBLE WITH THE CITY PARKS AND OPEN SPACE MASTER PLAN.

ROADWAYS: 1000 WEST/900 WEST, A MASTER PLANNED ROADWAY, WILL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD CITY CROSS SECTION "TS-7: COLLECTOR: 2-LANE STREET, ON-STREET PARKING PERMITTED, 66' ROW". ALL OTHER PUBLIC DEDICATED ROADS WILL BE STANDARD CITY CROSS SECTION "TS-13: LOCAL: 2-LANE LOCAL, 60' ROW." A HALF WIDTH WILL BE CONSTRUCTED ON 3200 SOUTH PER THE "3 LANE STREET, BIKE LANE & TRAIL FACILITY" CROSS SECTION. A HALF WIDTH WILL BE CONSTRUCTED ON 1200 WEST PER STANDARD CITY CROSS SECTION "TS-3: ARTERIAL: 2-LANE STREET, BUFFERED BIKE LANE & TRAIL FACILITY, 80 FT RIGHT OF WAY." PRIVATE ROADS WILL BE CONSTRUCTED TO FIRE CODE REQUIREMENTS.

SENSITIVE LANDS: THE PROJECT CONTAINS NO SENSITIVE LANDS.

PARKING: STREET PARKING ON PUBLIC STREETS WILL NOT BE USED TO MEET PARKING REQUIREMENTS.

DATA TABLE

TOTAL AREA: 54.60 ACRES
- NET DEVELOPABLE LAND (80%): 43.68 ACRES
- OLD CODE
  - TOTAL ALLOWABLE UNITS: 524 UNITS
  - MAXIMUM TOWNHOMES: 419 UNITS
  - MINIMUM SINGLE FAMILY HOMES: 105 HOMES
- APPROVED R-PUD
  - TOTAL UNITS PROPOSED: 273 UNITS
  - TOWNHOMES PROPOSED: 153 UNITS
  - SINGLE FAMILY HOMES PROPOSED: 120 UNITS
  - RATIO 56% TOWNHOMES: 44% SINGLE FAMILY

DENSITY AND RATIO - REQUESTED AMENDMENT
- NEW CODE (REFERENCE ONLY)
  - TOTAL ALLOWABLE UNITS: 436 UNITS
  - MAXIMUM TOWNHOMES: 282 UNITS
  - SINGLE FAMILY HOMES: 174 HOMES
- REQUESTED AMENDMENT
  - TOTAL UNITS PROPOSED: 273 UNITS
  - TOWNHOMES PROPOSED: 153 UNITS
  - SINGLE FAMILY HOMES PROPOSED: 120
  - RATIO 56% TOWNHOMES: 44% SINGLE FAMILY

OPEN SPACE
- APPROVED RPUD:
  - REQUIRED: 15.28 ACRES (35% OF NET DEVELOPABLE LAND)
  - PROVIDED INCLUDING SIDEWALK & PARK STRIP: 21.97 ACRES (50.3% OF NET DEVELOPABLE LAND)
  - PROVIDED EXCLUDING SIDEWALK & PARK STRIP: 17.47 ACRES (40.2% OF NET DEVELOPABLE LAND)
- REQUESTED AMENDMENT:
  - REQUIRED: 15.28 ACRES (35% OF NET DEVELOPABLE LAND)
  - PROVIDED INCLUDING SIDEWALK & PARK STRIP: 20.62 ACRES (47.2% OF NET DEVELOPABLE LAND)
  - PROVIDED EXCLUDING SIDEWALK & PARK STRIP: 17.54 ACRES (40.2% OF NET DEVELOPABLE LAND)

PARKING FOR TOWNHOMES
- PRIVATE GARAGE STALLS PROVIDED: 306
- GUEST STALLS REQUIRED: 51
- GUEST STALLS PROVIDED: 134

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF CIVIL SOLUTIONS GROUP, INC. AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY OTHER PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF CIVIL SOLUTIONS GROUP, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREIN WITHOUT THEIR CONSENT. THESE PLANS ARE DRAWN TO SCALE WHEN PLOTTED ON A 24" X 36" SHEET OF PAPER. THESE PLANS ARE PRODUCED IN COLOR AND SHOULD BE PLOTTED IN COLOR.

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

NIBLEY MEADOWS
1000 WEST 3200 SOUTH
NIBLEY, UT

MARK	DATE	DESCRIPTION

PROJECT #: 19-368
DRAWN BY: J. HENDRICKSON
PROJECT MANAGER: J. HENDRICKSON
ISSUED: 02.04.21

AMENDMENT TO R-PUD

—

P:\2019\19-368_7 Park Road LLC\Nibley\AutoCAD\Landscape\ Sheet Set\19-368 redlining 1-12-21

NIBLEY CITY
PARK DEVELOPMENT AGREEMENT

THIS PARK DEVELOPMENT AGREEMENT ("Agreement"), entered into this _____ day of_____, 20____, between 7 Point Royal, LLC, hereinafter referred to as "Developer" and Nibley City, here in after referred to as "City", and

WHEREAS, Nibley Meadows, hereinafter referred to as "the Development" has obtained approval for a Residential Planned Unit Development ("R-PUD") overlay zone under Nibley City Code Title 19, Chapter 32 ("R-PUD Ordinance"); and

WHEREAS, the Development Agreement for Nibley Meadows ("Development Agreement") provides that The City and Developer shall enter into a separate Park Development Agreement for improvement of an 4.5 acre City park space ("Park Space"), as described in Exhibit A; and

WHEREAS, the Parties intend to establish the specific terms, conditions, plans, phasing, and requirements that will govern the improvement of the Park Space.

NOW, THEREFORE, to induce Nibley City to approve the proposed PARK DEVELOPMENT AGREEMENT, the Developer does hereby unconditionally promise and agree with Nibley City as follows:

1. The Development Agreement and this Agreement shall govern the development of the Park Space. To the extent there is a conflict between this Agreement and the Development Agreement regarding the Park Space or the development thereof, this Agreement shall govern.

2. Funding: Prior to issuance of building permits, the Developer shall pay Park Impact Fees as set forth in Nibley City's consolidated fee schedule and as described below and in Exhibit C. The City shall design, develop, and construct the Park Space through some or all park impact fees generated from the Development and paid to the City, as described herein. At least fifty percent (50%) of park impact fees generated from the Development shall be used to fund the design, development, and construction of the City Park Space, as set forth below:

   a. The City shall provide for the Design process of the Park through up to $80,000 of impact fees, which Design shall be completed within the upcoming fiscal year (July 1, 2023 -June 30, 2024), so long as a minimum of $80,000 of Park Impact Fees have been paid by Developer in conjunction of building permits issued prior to July 1, 2023. If such fees have not been paid, the City may choose to cover any shortfall in advance of the issuance of building permits and payment of impact fees, subject to reimbursement from future Park Impact Fees.

b. Developer shall not be entitled to interest earned on any impact fees held by the City.

c. The use of park impact fee funding shall be limited to improvements directly related to the design, construction and improvement of the park, as described herein, including design and construction of infrastructure, landscaping, amenities, trails, and supportive parking, with the exception of the improvements described in this subsection (e). Developer acknowledges and agrees that park impact fees cannot and shall not be used to construct any non-park improvements, such as construction of any roadways, utilities, or other improvements to be constructed as part of the development. Nothing in this Agreement modifies or limits Developer's obligation to pay all other impact fees and other fees and costs required under Nibley City Code.

d. Developer and the City agree that improvements directly related to the design, construction and improvement of the park space, with the exception of the improvements described in this subsection (e), are the responsibility of the City under this Agreement but will be funded with park impact fees generated from the Nibley Meadows development project. These improvements include any and all improvements contemplated or constructed inside the Park Space such as grading, landscaping, additional parking, lighting, irrigation, playgrounds, sports fields, bathrooms, pavilions, boardwalks, drinking fountains, lights, and any other improvement that the City deems appropriate beyond or in addition to the improvements required to be provided by the Developer.

e. The Developer shall:
    i. as part of the Phase 1 improvements, construct all road improvements, as approved on the final construction drawings for phase 1 of the subdivision which includes both sides of 3410 S along the entire frontage of the Park Space;
    ii. as part of the Phase 1 improvements (but not later than the issuance of the 100th building permit within the development), stub sewer, water and power to the Park Space at Developer's expense;
    iii. pay the City $60,000 towards the cost of constructing a restroom facility at the Park Space prior to the issuance of the 200th building permit within the Development;
    iv. build a private splash pad or equivalent amenity under the city code within the Development's common space prior to the issuance of the 200th building permit within the development or pay the city $150,000 towards the construction of a city-owned splash pad in the Park Space with the $150,000 inflated at a rate indexed to inflation based on construction costs from the date of final acceptance of the Phase 1 infrastructure by the city;
    v. install 25 parking stalls and all trails and walkways within the Park Space per the layout in the approved Preliminary Plat or pay the city the equivalent cost

of construction of the 25 parking stalls and trails prior to the issuance of the 100th building permit within the development;

vi. The location of trails and parking shall be based upon the City-led park design with lineal footage of designed trails limited to the length approved on the Preliminary Plat with trails in excess of this being built at city expense.

3. Upon Developer receiving final plat approval of Phase 1 of the Development, Developer shall dedicate the 4.5+/- acres of Park Space to the City as consideration for this Agreement and the Development Agreement. Such dedication shall transfer fee title to the Park Space to the City, free, clear, and unencumbered, as described in Exhibit A. Developer shall hold harmless and indemnify the City for any injuries, damages, or losses arising out of Developer's and Developer's agents', contractors', and representatives' work, construction, development, and improvement of and on the Park Space.

4. Developer shall supply the City with water rights or shares for the Park as set forth in Nibley City Code Section 21.12.020, as determined by the Nibley City Engineer.

5. The Developer shall or project HOA will be charged with maintaining the shared retention basin on the park site. The Developer shall ensure that any stormwater facilities downstream of the park are sized to handle any stormwater flows generated from the Park Space.

6. This Agreement may be revised or amended only upon the approval of the Nibley City Council.

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

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

9. 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.

10. 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.

11. 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.

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

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

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

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

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

NIBLEY CITY	**DEVELOPER**
By: JUSTIN MAUGHAN	By:
Its: City Manager	Its:

STATE OF UTAH)
:ss
County of Cache)

On this ____ day of _____, 2023, personally appeared before me Justin Maughan, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

NOTARY PUBLIC

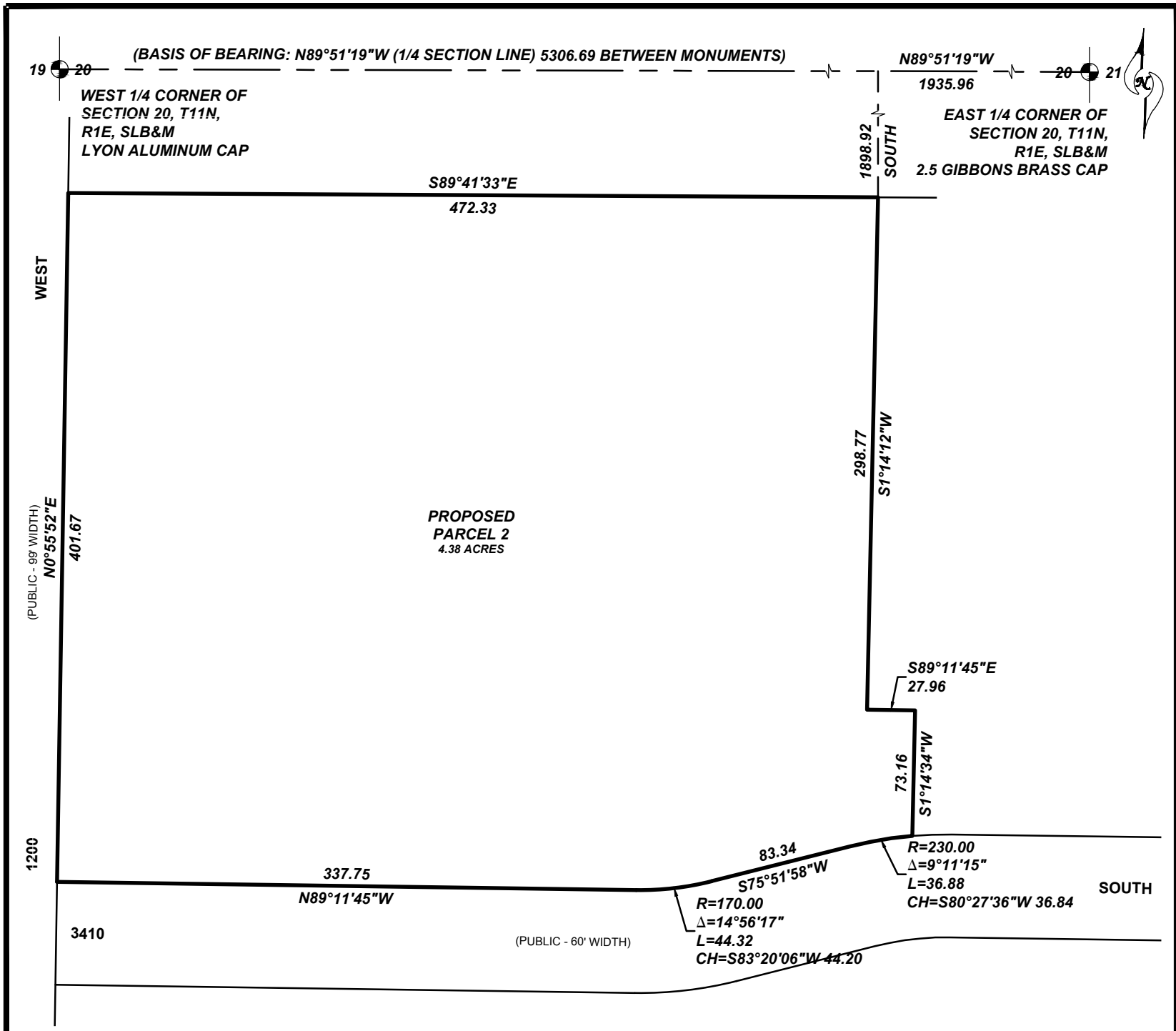
STATE OF UTAH)
: ss
County of Cache)

On the ____ day of _____, 2023, personally appeared before me, _____, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

Exhibit A

Park Space Area Map and Legal Description



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

NIBLEY MEADOWS PHASE 1
PARCEL 2 EXHIBIT

LOCATION: SE1/4 OF SECTION 20, T11N, R1E, SLB&M
NIBLEY, UTAH

PREPARED FOR: NIBLEY CITY

SCALE:	DRAWN BY:
NTS	L. CHUGG
DATE:	PROJECT #:
2-8-23	19-368

SHEET 1 OF 1

LEGAL DESCRIPTION
PREPARED FOR
NIBLEY MEADOWS
NIBLEY, UTAH
(February 8, 2023)
Project No. 19-368

PARCEL 2

A portion of that Real Property described as Parcel No. 4 in Deed Book 2098 Page 582 of the Official Records of Cache County, more particularly described as follows:

Beginning at a point located N89°51'19"W along the 1/4 Section line 1,935.96 feet and South 1,898.92 feet from the East 1/4 Corner of Section 20, T11N, R1E, S.L.B.& M.; thence S1°14'12"W 298.77 feet; thence S89°11'45"E 27.96 feet; thence S1°14'34"W 73.16 feet; thence southwesterly along the arc of a 230.00 foot radius non-tangent curve (radius bears: S4°56'47"E) to the left 36.88 feet through a central angle of 9°11'15" (chord: S80°27'36"W 36.84 feet); thence S75°51'58"W 83.34 feet; thence along the arc of a 170.00 foot radius curve to the right 44.32 feet through a central angle of 14°56'17" (chord: S83°20'06"W 44.20 feet); thence N89°11'45"W 337.75 feet; thence N0°55'52"E 401.67 feet; thence S89°41'33"E 472.33 feet to the point of beginning.

Contains: 4.38+/- acres

21.12.060 Blocks, Connectivity And Trail Standards

A. Block Length is defined as the distance along any given road frontage between two intersections with three or more connecting links. Links that connect into a cul-de-sac shall not be considered the termination point of a block length.
    1. Blocks shall not be longer than one thousand six hundred feet (1,600'). Blocks intended for business or industrial use shall be designed specifically for such purposes with adequate space set aside for off-street parking and delivery facilities.
B. Cul-de-sac: Cul-de-sacs shall not exceed one-eighth (1/8) mile in length, except in R-E zones where they shall not exceed one-fourth (1/4) mile in length. If surface water drainage runs into the turnaround due to the grade of the street, necessary catch basins and drainage easements shall be provided. Where a street is designed to remain only temporarily as a dead-end street, an adequate temporary turning area shall be provided at the dead-end street. It shall remain and be available to the public so long as the dead-end exists.
    1. The subdivider shall provide a pedestrian right-of-way (ROW)as outlined below linking the cul-de-sac to the nearest adjacent public ROW, park, or school unless expressly prohibited by conflict with previously developed subdivisions or land uses.
    2. In the event that this provision requires a trail that terminates adjacent to a compatible or undeveloped land use, viz. agriculture or undeveloped subdivision, the ROW and sidewalk shall be provided to the subdivision property line. Upon development of the adjacent land, the sidewalk and ROW shall be continued from that point through the new subdivision to the nearest public trail or street. If the property is developed as a commercial, industrial or institutional use, a pedestrian access shall be provided and maintained to the building(s). A gate may be installed on the private property to prevent access from the sidewalk during hours that are not open to the public, but access must remain open during hours that are open to the public.
    3. All pedestrian ROWs shall be designed for compliance with the Transportation Master Plan to maximize non-motorized transportation network efficiency.
    4. The right-of-way shall consist of a minimum 8’ sidewalk. The Developer shall install fencing that complies with Nibley City fencing code on each side of the right-of-way. The ROW shall be dedicated to the City upon completion and acceptance by the Public Works Director.
C. Alleys: Alleys may be required in the rear of business lots, but will not be accepted in residential blocks except under unusual conditions where such alleys are considered necessary by the planning commission.
D. Access Roads:
    1. Subdividers shall provide sufficient access to the development from an established public road or street. Subdivision of 30 lots or more shall provide two functioning access roads that comply with Nibley City street standards.

2. Access Roads outside of development: If a developer cannot provide sufficient access to a development with adjacent roads, the developer shall construct access road(s) from an improved public road. Access roads shall be a minimum of 22' asphalt and provide a sidewalk built to City Standards. Sidewalks and roads shall be built to Nibley City Design Standards and Specifications and shall be placed where the full roadway shall be built in the future. Sufficient stormwater drainage shall be provided for each access road.

E. Traffic Calming:
    1. In developments that contain arterial or collector roadways, developer must provide traffic calming features, as described in Nibley City's Transportation Master Plan, at each entrance/exit of the development along the arterial or collector road. Each traffic calming feature shall be designed to meet projected traffic levels and speeds. Traffic calming features must be approved by the City Engineer.

F. Trails, Bicycles, and Pedestrian Connectivity:
    1. Trails, bike paths, and horse trails shall be provided by the Developer in accordance with the City Trails Master Plan and where otherwise necessary as determined by the Approval Authority. Trails should connect traffic generators such as schools, recreation facilities, commercial areas, churches and other gathering areas, parks, future and existing city trails and other significant natural features. Such trails shall be built to City specifications and ROW shall be dedicated for such trails. The trails shall be constructed with the accompanying phase and development, unless the Approval Authority determines otherwise.
    2. Bicycle lanes and facilities shall be added to roads and trails according to Nibley Design Standards, Transportation Master Plan and Trails Master Plan.
    3. Blocks longer than 660 feet shall provide a pedestrian ROW at minimum 660-foot intervals as outlined below linking the block to the nearest adjacent public or private street, cul-de-sac, park, school, or City trail unless expressly prohibited by conflict with previously developed subdivisions or land uses.
        a. In the event that this provision requires a trail that terminates adjacent to a compatible or undeveloped land use, viz. agriculture or undeveloped subdivision, the ROW and sidewalk shall be provided to the subdivision property line. Upon development of the adjacent land, the sidewalk and ROW shall be continued from that point through the new subdivision to the nearest public trail or street. The right-of-way shall consist of a minimum 8' sidewalk. The Developer shall install fencing that complies with Nibley City fencing code on each side of the right-of-way. If the property is developed as a commercial, industrial or institutional use, a pedestrian access shall be provided and maintained to the building(s) on site. A gate may be installed on the private property to prevent access from the sidewalk during hours that are not open to the public, but access must remain open during hours that are open to the public.

    b. The Approval Authority may make an exception to the requirements if the block street makes a 90-degree connecting turn towards an excisting ROW.
4. All pedestrian ROWs shall be designed in compliance with the Transportation Masterplan and Trails Master Plan to maximize non-motorized transportation network efficiency.