Nibley City
Planning Commission Meeting
Thursday, July 20, 2023
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. **Public Hearing:** Ordinance 23-30- Rezone Parcel 03-043-0012, located at 4017 South Hollow Rd from R-1 (Residential) to C (Commercial)
2. **Discussion and Consideration:** Ordinance 23-30- Rezone Parcel 03-043-0012, located at 4017 South Hollow Rd from R-1 (Residential) to C (Commercial)
3. **Public Hearing:** Heritage Parkway Subdivision Preliminary Plat, located at approximately 2701 South 1200 West (Applicant: Heritage Land Development)
4. **Discussion and Consideration:** Heritage Parkway Subdivision Preliminary Plat, located at approximately 2701 South 1200 West (Applicant: Heritage Land Development)
5. **Public Hearing:** Ordinance 23-31- Annexation Agreement with Watermark, LLC, setting forth zoning and development obligations for Parcels 03-007-0010, 03-007-0011, and 03-007-0023, located at approximately 1250 W 2200 S, assigning a zone of R-M Mixed Residential with modifications, in advance of a future annexation application
6. **Discussion and Consideration:** Ordinance 23-31- Annexation Agreement with Watermark, LLC, setting forth zoning and development obligations for Parcels 03-007-0010, 03-007-0011, and 03-007-0023, located at approximately 1250 W 2200 S, assigning a zone of R-M Mixed Residential with modifications, in advance of a future annexation application
7. **Discussion and Consideration:** Ordinance 23-28: Amending NCC 19.24.170 Landscaping, instituting water wise landscaping requirements
8. 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

July 20, 2023

Agenda Item #1 & #2: 4017 Hollow Rd Rezone

Description

Public Hearing: Ordinance 23-30- Rezone Parcel 03-043-0012, located at 4017 South Hollow Rd from R-1 (Residential) to C (Commercial) (Applicant: Matt Weston)

Discussion and Consideration: Ordinance 23-30- Rezone Parcel 03-043-0012, located at 4017 South Hollow Rd from R-1 (Residential) to C (Applicant: Matt Weston)

Department

City Planning

Action Type

Legislative

Recommendation

Recommend denial of Ordinance 23-30- Rezone Parcel 03-043-0012, located at 4017 South Hollow Rd from R-1 (Residential) to C (Applicant: Matt Weston)

Reviewed By

City Planner

Background

Matt Weston, property owner of Parcel 03-043-0012, located at 4017 Hollow Rd has applied to Rezone the property from R-1 Residential to C Commercial. The Rezone is needed to "allow auto collision repairs and sales of repaired automobiles under a commercial business license." Currently, auto-related uses are not allowed within residential zones.

The applicant has expressed that the public benefit from the Rezone includes tax revenue from sales of repaired vehicles and continued landscaping improvements to site. The applicant states that the proposal complies with the goals and policies of the Nibley City General Plan by "improv[ing] visibility and care of the site and increas[ing] commercial tax revenue to city.

The applicant states that the use is appropriate for the surrounding area as the "business area will remain in the southwest portion of the lot where the existing outbuilding and parking are currently being used as storage of vehicles. Commercial business transactions area will all be conducted around the area where current shop area is located and west to the state Highway."

Site Context

A single-family home, including a large outbuilding currently occupy the 2.05 acre site. The property is located on the corner of Hollow Rd and Hwy 165 (Main St). It is immediately adjacent to the City 4000 South Well, located to the south and within a source water protection area. Low-density residential uses surround the property on all other sides.

General Plan Guidance

The Future Land Use Map designates this property as "low-density residential," which is typically associated with residential development of 1 unit/acre or lower. Other provisions of the General Plan related to this request include:

- *Land Use Goal 1: Encourage development that respects and preserves the character of the City and provides a mix of commercial, residential housing and some light industrial uses. Carefully plan for growth within the City, ensuring that development occurs in suitable locations and can be efficiently served over the long term.*
- *Land Use Goal 3: Balance land use decisions to recognize individual property rights, consider environmental conditions, and achieve the overall goals of the community.*
- *Land Use Goal 4: Preserve agricultural lands, natural water features, sensitive areas and open spaces to protect the rural character of Nibley.*
- *Commercial and Economic Development Goal 2: Create and maintain a sustainable economic base for Nibley City that will provide tax revenues and increase local employment and convenience of shopping.*
- *Commercial and Economic Development Goal 4: Expand the range of live/work opportunities in Nibley and connect residents to employment opportunities within the City.*

While the City is in support of expanding the range of live/work opportunities and increased employment opportunities, this property is in very close proximity of a City well which provides culinary water to Nibley City residents. Although the establishment of an auto body shop, such as that which is proposed may include mitigation measures that may prevent contamination of this water supply, Staff is concerned with ensuring that future business activities allowed with a commercial zoning designations may lead to a degradation of water quality. Given this consideration and the guidance of the Future Land Use Map which designates this area as 'low-density residential,' Staff is recommending to deny this rezone application.

Agenda Item #3 & #4: Heritage Parkway Preliminary Plat

Description

Public Hearing: Heritage Parkway Subdivision Preliminary Plat, located at approximately 2701 South 1200 West (Applicant: Heritage Land Development)

Discussion and Consideration: Heritage Parkway Subdivision Preliminary Plat, located at approximately 2701 South 1200 West (Applicant: Heritage Land Development)

Department

City Planning

Action Type

Administrative

Recommendation

Approval of Heritage Parkway Subdivision Preliminary Plat with the following condition:

1. The applicant needs to provide a letter from College Irrigation Company as provided in 21.08.010.

Reviewed By

City Planner, City Engineer, Public Works

Background

Heritage Land Development has applied for Preliminary Plat approval for Heritage Parkway Subdivision. Heritage Parkway is located near 2700 S 1200 W within an R-2A zone. Below is a summary of the development and NCC requirements:

	NCC Requirements	Heritage Crossing
Total Gross Acres	N/A	7.7
Total Lots	N/A	17
Minimum Lot Size	12,000 sq. ft.	12,222 sq. ft.
Average Lot Size	14,000 sq. ft.	15,190 sq. ft
Minimum street frontage	100 ft.	100 ft.

Zoning and space requirements

The proposed preliminary plat is located within an R-2A zone. NCC 19.22.010 requires a minimum lot size of 12,000 sq. ft. and an average lot size of 14,000 sq. ft. Each lot has a frontage requirement of 100 ft. As noted above, the application meets each of these standards. The preliminary plat includes a setback detail that meets setback requirements.

Utility Lines. Easements, and Storm Water

The applicant has shown a preliminary plan for connecting utilities to Nibley City's utility system, including locations of sewer, water lines and stormwater management. A diagram of standard public utility easements is also provided. Nibley City engineer and public works director have reviewed the plans to ensure feasibility and compliance with City standards.

Canals

There are existing College Irrigation ditches located on the property. The applicant proposes to retain conveyance of irrigation through piping associated canals.

NCC 21.08.010 states:
Except as outlined in NCC 21.10.040, prior to approval of the preliminary plat, the subdivider shall provide the City with signed documentation that any affected canal company has had the chance to review plans related to the alteration of affected canals, and further, that the canal company understands they have thirty (30) days from the date of notification to bring any concerns to the City.

The applicant has indicated that they have provided the plans of the subdivision to the affected canal company but has not provided the required letter. Staff recommends that this letter be provided as a condition of approval.

Transportation

The development is located adjacent to 1200 S to the West and 2600 S to the north, with 1290 W and 2690 S providing north/south and east/west connections through the development and two additional roadways providing access to residential units. Improvements along 1200 W will be provided in conjunction with the City-led 1200 West improvement project, which will commence soon. The applicant will be required to complete required improvements along 2600 S, including curb, gutter, park strip and a 10'-wide pathway. 1290 W is proposed to be improved as a 66'-wide collector street, which will stub to connect to a planned roadway in the Stonebridge development to the south. 2690 S will be developed as a local street will stub to the Tri H farms property to the west.

Nibley City's Parks, Trails, Recreation and Open Space Master Plan includes a series of trails on the periphery and through the development, which the applicant is proposing to provide. In particular, roadside trails are proposed along 2600 S, 1290 W and 2690 S and a 10' wide trail is provided on the western edge of the development. In addition to these trails, two connecting trails are provided at the end of the 1230 W cul-de-sac and between lot 28 and 29, in compliance with NCC 21.12.060 Blocks, Connectivity and Trail Standards.

Although Staff requested that the applicant consider an additional roadway connection that would connect to the south near lot 30, the applicant is not proposing to provide this connection. The property owner to the south has indicated that they hoped to make this connection, in part, for the provision of connecting sewer service. The approved preliminary plat for Stonebridge development does not include this roadway connection. However, in March 2022, the property owner discussed a potential revision to the lay-out to determine whether it would be necessary to submit a new preliminary plat. The City Council determined that the revised lay-out did not constitute a substantial change to the preliminary plat and the property owner could proceed with the final plat. However, at this point in time, an application for final plat for Stonebridge phase 3 & 4 has not been filed. Although Staff believes that this connection would be advantageous to improve connectivity of the street network and sewer system, Staff does not believe that this connection can be required of the developer, based upon Nibley City Code and Design Standards.

Recommended Conditions of Approval

2. The applicant needs to provide a letter from Blacksmith Fork-Nibley Irrigation Company as provided in 21.08.010.
3. The applicant to contribute half the cost of the master-planned trail at approximately 3000 S, bordering the subdivision.

Agenda Item #5 & #6: Watermark, LLC Agreement & Zone Assignment

Description

Public Hearing: Ordinance 23-31- Annexation Agreement with Watermark, LLC, setting forth zoning and development obligations for Parcels 03-007-0010, 03-007-0011, and 03-007-0023, located at approximately 1250 W 2200 S, assigning a zone of R-M Mixed Residential with modifications, in advance of a future annexation application

Discussion and Consideration: Ordinance 23-31- Annexation Agreement with Watermark, LLC, setting forth zoning and development obligations for Parcels 03-007-0010, 03-007-0011, and 03-007-0023, located at approximately 1250 W 2200 S, assigning a zone of R-M Mixed Residential with modifications, in advance of a future annexation application

Department

City Planning

Action Type

Legislative

Recommendation

Recommend approval of Ordinance 23-31- Annexation Agreement with Watermark, LLC, setting forth zoning and development obligations for Parcels 03-007-0010, 03-007-0011, and 03-007-0023, located at approximately 1250 W 2200 S, assigning a zone of R-M Mixed Residential with modifications, in advance of a future annexation application

Reviewed By

City Planner, City Manager, Mayor, City Engineer, City Attorney

Background

Watermark, LLC, owner of Parcels 03-007-0010, 03-007-0011, and 03-007-0023, located at approximately 1250 W 2200 S, has proposed an agreement in anticipation of a future annexation application with Nibley City. The 11.13-acre property is currently located within Logan City, but is within Nibley City's future annexation area. In order for the property to annex into Nibley

City, it must be disconnected from Logan City. The applicant has expressed that they would like to develop an agreement in advance of pursuing a disconnection from Logan and annexation to Nibley to provide assurance that the City would annex the property with future zoning and development rights for the property that the applicant is seeking.

The applicant has expressed that they would like to develop the property with higher-density residential uses on the property. The property is currently zoned commercial in Logan City, which only allows for residential uses (of up to 30 units per gross acre) if the ground floor is dedicated to commercial uses. The property owner petitioned Logan City to rezone the property as RM-30, which allows for up to 30 residential units per gross acre without a commercial requirement. However, this application was denied.

The applicant has provided a concept plan which includes 180 housing units, including 152 multi-family units and 28 townhome units. This equates to 16.17 units/net developable acre. The proposed agreement would provide the zoning framework for the property owner to develop the property at the scale of the proposed site plan, assigning the property a R-M (Mixed Residential) Zone with several concessions to the restrictions of the R-M zone. Namely, the agreement would allow for the following:

- This area would be eligible for R-M zone designation, despite restrictions included in R-M Application Map of NCC 19.12.040(6).
- Additional residential density of 16.17/gross acre would be allowed above the allowable 10 units/net developable acre, currently allowed under the R-M zone (without TDR credits).
- One building would be 57 feet tall, exceeding the maximum height of 50 ft allowed within the R-M zone.
- Required parking would be 354 spaces, despite the parking restrictions of NCC 19.12.040(13), which would require 376 parking stalls to support the development.
- Minimum frontyard setbacks would be reduced to 10', despite the restrictions of NCC 19.12.040(4), which requires a 20' setback.
- Open space requirements would be reduced from 35% of net developable acreage to those areas shown on the site plan.

These concessions are allowed under UCA 10-9a-532(2)(a)(iii), which states:
A development agreement may not allow a use or development of land that applicable land use regulations governing the area subject to the development agreement would otherwise prohibit, unless the legislative body approves the development agreement in accordance with the same procedures for enacting a land use regulation under Section 10-9a-502, including a review and recommendation from the planning commission and a public hearing.
Because the process for approving this agreement is the same as if the land use ordinance itself were changed, City may enter into such an agreement, despite the conflicts within the adopted ordinance.
In addition to these development rights, this agreement requires the applicant to:

- Complete all required improvements for roadways adjacent to the development, including 2200 South and 1200 West.
- Install trail on south edge of property according to Trails Master Plan.

- Relocation of any sewer lines or other utilities associated with the development shall be performed by the applicant.
- All utilities on private property, including private lanes, shall be maintained by the property owner or HOA.

Site Context
The property is adjacent to Thomas Edison Elementary to the South and Firefly Estates to the East. Low to medium density residential uses surround the property to the north and west. The property is in close proximity to Hwy 89/91 and to 1000 West/1200 West corridor, with access from 2200 South.

General Plan/Annexation Plan guidance
This area is included in Nibley City's annexation declaration area of the Annexation Policy Plan, which is intended to guide decision-making regarding future annexations.

The Future Land Use Map of the General Plan denotes this area as "medium density residential." Although the general plan provides no definition for medium density residential, it is generally associated with development between 2-10 units/acre.

Other general plan provisions which relate to this request include the following:

- Residential Development and Housing Vision: *While retaining the character and form of established neighborhoods, residential development in Nibley will emphasis the conservation of open space and, using that conservation process, will incorporate a variety of housing forms.*

The Nibley City Moderate Income Housing Plan, an appendix to the General Plan provides the following strategy:

- *Rezone for densities necessary to facilitate the production of moderate income housing*

Associated with this strategy is the following related action item:

- *Consider additional areas in which the R-M zone could apply.*

If approved, this development would diversify the housing stock of Nibley City, and may provide housing at densities necessary to facilitate the production of moderate-income housing. At this point in time, there are no additional areas outside of another property located in Logan City at 2200 S & 800 W, which is eligible for R-M zoning. Although, the density would be considered high-density residential in an area that the Future Land Use Plan denotes as medium density residential, higher density in this location may be appropriate due to its relative location to high capacity transportation facilities and access to jobs and services.

Other Considerations & Conclusion

As noted above, this area is currently located within Logan City with a Commercial zone designation. If the zoning is not advantageous to the property owner/developer, it is likely that the property would remain in Logan City and would result in impacts that the City would bare without additional revenue generated from impact fees and property taxes. These impacts include additional use and stress on City Parks, streets and other infrastructure. Considering this reality and the guidance of the General Plan and Annexation Policy Plan, Staff is recommending approval of this agreement.

Agenda Item #7: Water Wise Landscaping Requirements

Description

Public Hearing: Ordinance 23-28: Amending NCC 19.24.170 Landscaping, instituting water wise landscaping requirements

Discussion and Consideration: Ordinance 23-28: Amending NCC 19.24.170 Landscaping, instituting water wise landscaping requirements

Department

City Planning

Action Type

Legislative

Recommendation

Recommend approval of Ordinance 23-28: Amending NCC 19.24.170 Landscaping, instituting water wise landscaping requirements

Reviewed By

City Planner, City Manager, City Engineer, Mayor

Background

Update for July 20

During the 1st consideration for this ordinance, a number of questions came up regarding the State's Rules for eligibility for the ordinance changes for the turf buy back program. Staff reached out to Utah Division of Water Resources Staff, who provided the following explanations:

1. Do the new standards for residential development need to apply to all zones? One commissioner questioned the applicability for large lots (>1 acre).
   Yes, they would need to apply to all residential zones for the front and side yards.
2. For the "no lawn on parking strips or areas less than eight feet in width in new development," is this intended to prohibit lawn in all park strips, regardless of width, as well as landscaped areas less than 8' wide? Or is it only intended to limit lawn on park strips less than 8' wide (as well as other areas less than 8' wide)?
   Yes, it is intended to prohibit grass from both park strips and areas less than 8 feet wide in new development. Areas less than 8 feet wide are difficult to irrigate efficiently due to their size and often have overspray and misting problems resulting in water loss and waste.
3. For the areas less than eight feet wide, does this mean that the lawn itself should not be less than 8' wide or that lawn is not allowed in areas less than 8' wide (although the lawn may be narrower)? For this, the attached image was shared which has a 7' wide strip of grass, a canal, then grass on the other side of the canal. Depending on the interpretation of this provision, this treatment may or may not be allowed.
   The lawn itself should not be in areas less than 8 feet wide. In the image you attached, the lawn would not be allowed on either side unless it was 8 feet or wider within new development.



4. Similarly, how would the 8’ wide provision apply to irregularly shaped areas, such as the attached wedge-shaped area that is less than 8’ wide for a portion, but widens out to greater than 8’? Would the homeowner be prohibited from installing lawn on any section that is less than 8’ wide or could we take an average width for the area or apply this standard some other way? **The same thing would apply to this as above. Lawn would be allowed in areas 8 feet and wider, but would not be in areas less than 8 feet in width. This is with the exception of small residential lots with less than 250 square feet of landscaped area.**



Previous Background information

Utah State SB 118 passed in the 2023 legislative session, provides incentives to install and maintain water efficient landscaping. As part of the bill, the legislature appropriated funding for a turf buy back program, administered by the State Division of Water Resources to install water efficient landscaping to residents who reside in jurisdictions that adopt certain water efficient landscaping standards for new development. The ‘Landscape Conversion Incentive Program’ eligible participants may receive $1.50 per square foot of lawn replaced with water wise landscaping. More information about the program can be found here: https://conservewater.utah.gov/landscape-rebates/ .

The required code provisions for residents to be eligible for the program include the following:

- No lawn on parking strips or areas less than eight feet in width in new residential development.
- No more than 50% of front and side yard landscaped area in new residential developments is lawn. Lawn limitations do not apply to small residential lots with less than 250 square feet of landscaped area.
- In new commercial, industrial, institutional and multi-family development common area landscapes, lawn areas shall not exceed 20% of the total landscaped area, outside of active recreation areas.

This ordinance includes the aforementioned standards and furthermore, includes the following provisions:

- Provides 2 year timeframe for installing front yard and park strip landscaping within new residential developments.
- Requires landscaping in addition to trees in park strip areas.
- Requires 50% coverage of plant materials at maturity in front yard areas and 20% coverage in park strip areas.

Nibley

Printed: 07/11/2023

4017 Hollow Road

06/25/2023 - 06/24/2123

3093083

Rezone, Code Change, or Master Plan Change Application

c4892ab0-134c-11ee-a210-0d924a65da5d

Plan Check

Active

New

Application Review Status

Final-Review	Not Reviewed	06/25/2023

Fees

Plan Check	$500.00
Public Notice Fee	$150.00
Subtotal	**$650.00**
Amount Paid	**$650.00**
Total Due	**$0.00**

Payments

06/25/2023	Online	$650.00
Total Paid		**$650.00**

Application Form Data

(Empty fields are not included)

First Name

Matt

Last Name

Weston

Address Street
4017 Hollow Road

City
Nibley

State
UT

Zip Code
84321

Phone
4358811031

Email
mweston71@yahoo.com

Is the property owner representative different from the listed property owner
no

Request Type:
Rezone

Project Address Street
4017 Hollow Road

Tax I.D. Number(s)
03-043-0012

Project Size (Acres)
1

Current Zoning (check all that apply)
R-1- Residential

Proposed Zoning (check all that apply)

C- Commercial

Site Plan and Map (please attach)

IMG_0594.png

What is the need for the proposed zone change?

Parcel 03-043-0012 rezone to allow auto collision repairs and sales of repaired automobiles under a commercial business license

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

Tax revenue from sales of repaired vehicles. Continued landscaping improvements to site

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

Improve visibility and care of the site and increase commercial tax revenue to city

Is there any annexation of property necessary?

No

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

Business area will remain in the south west portion of the lot where the existing outbuilding and parking are currently being used as storage of vehicles. Commercial business transactions area will all be conducted around the area where current shop area is located and west to to the state Highway

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

Public utilities are all in place. Other requirements to the facility as required by Nibley City

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

CORE - Parcel #03-043-0012 in 2022.pdf

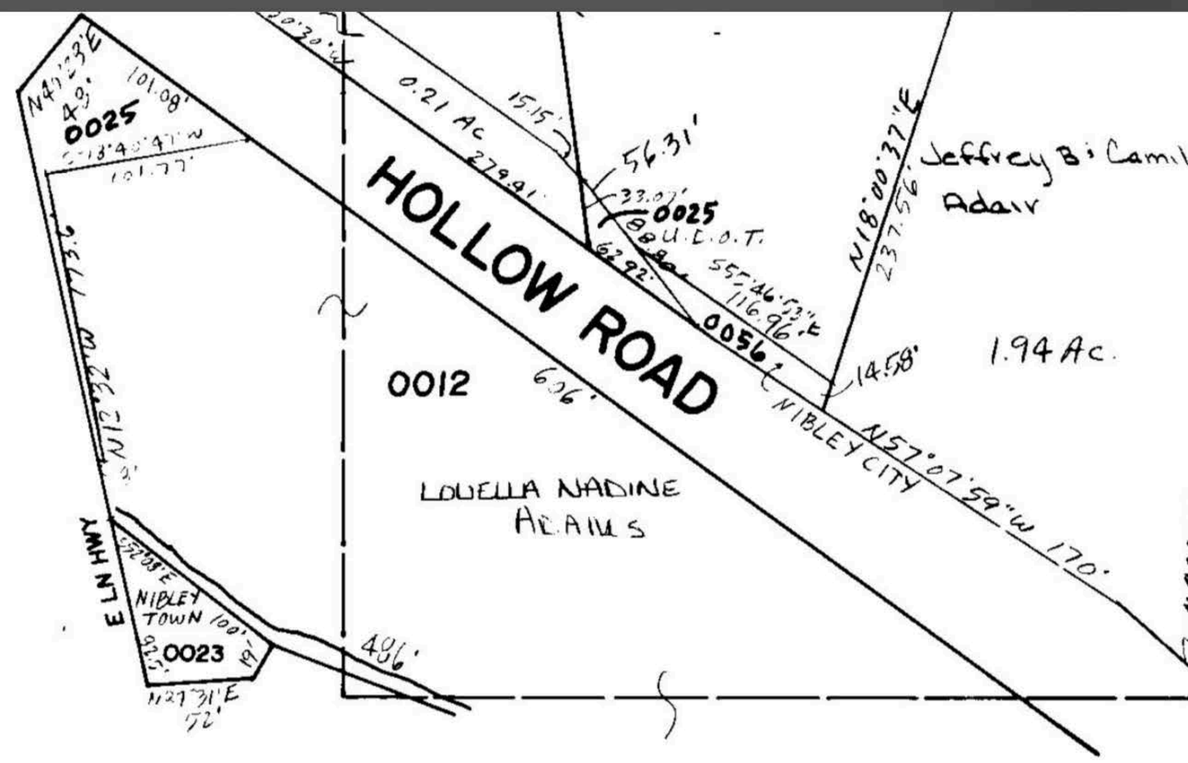
Signature

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

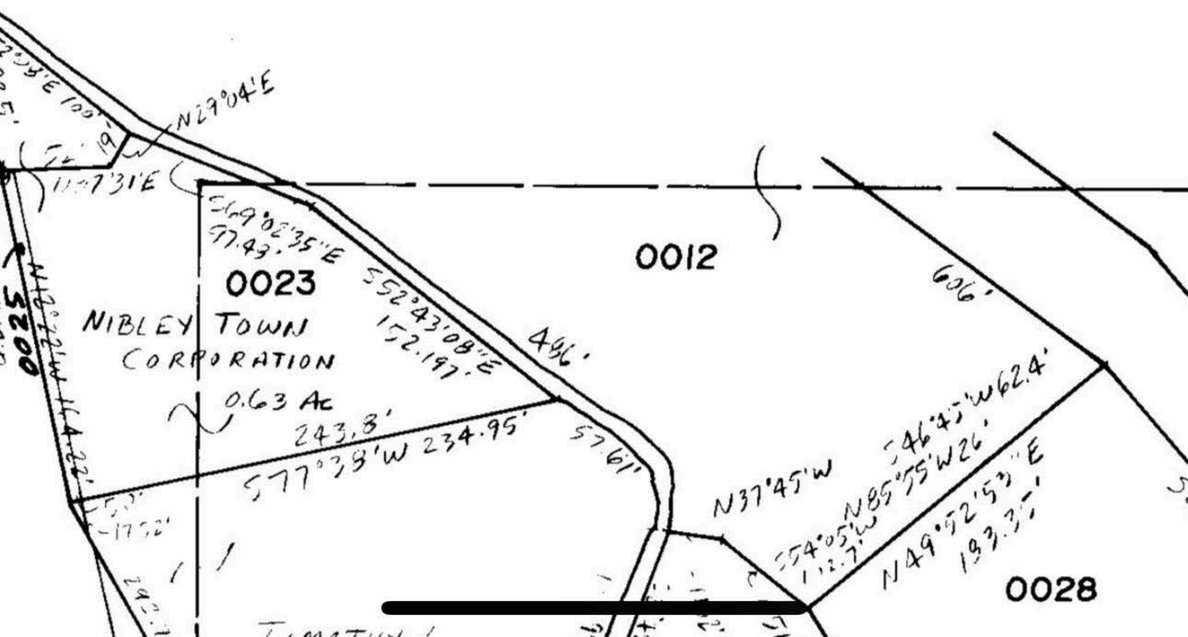
Posting. Not less than ten (10) days before the public hearing, Applicant is responsible for posting a sign in a prominent place on the property containing, in lettering that may be reasonably read by passersby, the time, date, and location of the public hearing. The posting shall not be required before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

Matt Weston - 06/25/2023 5:38 am

4:25 LTE
gis.cachecounty.org



Section 27 Township
SW⁴SW⁴
Sca



Parcel #03-043-0012 in 2022 - Cache County CORE

Owner(s) History

WESTON, MATTHEW & LAUNA (01/03/2019 - Present) (Vesting: 1210609)

Property Address

4017 HOLLOW RD

NIBLEY

Current Mailing Address

4017 HOLLOW RD

NIBLEY, UT 84321-7965

Tax District: NIBLEY CITY W/CEM(008)

Tax Status: Taxable

Parcel History: REM 10/86-0045; REM 5/91-0025

Square Feet: 3171

Acres: 2.05

Water Rights: NO

Building Type: SFR

Year Built: 2008

Legal Description: BEG 2.25 CHS W & 24.15 CHS N FROM SW COR SEC 27 T 11N R 1E (129.4 FT W & 1613.9 FT N MEAS FROM SW COR SD SEC) & TH N 40*28' E 48 FT TO BLACKSMITH FORK CANYON ROAD TH SE ALG SD ROAD 606 FT TO PT 350 FT S & 567 FT E OF BEG TH S 46*45' W 62.4 FT TO E BANK OF CANAL TH N 85*55' W 26 FT TH S 54*05' W 102.7 FT TH N 37*45'W TO E BANK OF ANOTHER CANAL TH NW'LY ALG E BANK 486 FT TO E LN STATE HWY WHICH IS S 12*32' E 173.6 FT FROM BEG TH N 12*32' W 173.6 FT BR TO BEG CONT 2.16 AC LESS 0.11 AC TO UDOT 493/672 NET 2.05 AC M/L SUBJ TO UNDERGROUND R/W ESMNT SEE ENTRY #1314084

Taxation Term	Amount
Prior Year Taxes (2021: $5,781.31)	
Market Value	$1,520,000.00
Residential Land & Building	$1,344,900.00
Secondary Land & Building	$175,100.00
Taxable Value	$914,795.00
Tax Rate	x 0.008932
Tax Amount	$8,170.95
Last Payment Date	11/18/2022

Payment Category	Amount
Principal	$8,170.95
Payments	$8,170.95
Current Amount Due	$0.00

PRELIMINARY SUBDIVISION PLAT APPLICATION

Office Use Only
Date Received_____
Fee Paid_____

Proposed Project Name Heritage Parkway

Property Address 1020 E 2900 N Parcel Tax ID 03-015-0002

Applicant Name Heritage Land Development - POC: Marshae Stokes

Applicant Address 2650 Washington Blvd Suite 203 Ogden, UT 84401

Applicant Email marshaes@heritagedevelopment.land Phone 801-920-0552

The following items MUST be included with this application, or it will not be accepted for review:

Applicant Review		***City Staff Review***
_____	An electronic copy of the all required documents	_____
_____	A certified title report, dated not more than 30 days prior to the date of the subdivision application, demonstrating that title to the land is free from encumbrances	_____
_____	Application Fees paid	_____
_____	A certified title report, dated not more than 30 days prior to the date of the subdivision application, demonstrating that title to the land is free from encumbrances.	_____

Zoning/Density Verification

A._____	Property Zoning: _____	_____
B._____	Property Size_____	_____
C._____	Minimum Lot Size Required _____	_____
D._____	Average Size of Lots on Preliminary Plat_____	_____
E._____	Do all lots on the preliminary plat meet the minimum density? Y N	_____
F._____	Any Open Space and Density Calculation as required.	_____

Existing conditions to be shown on plat shall include as detailed in Ordinance:

A._____	Location of nearest benchmark and monument	_____
B._____	Boundary of the proposed subdivision and acreage included	_____
C._____	All property under control of subdivider, contiguous to proposed subdivision	_____
D._____	Location, width, name of existing streets within two hundred (200) feet of the subdivision and of all prior platted streets or other public ways, railroad and utility rights-of-way, parks and other public open spaces, permanent buildings and structures, houses or permanent easements, and section and corporate lines within and adjacent to tract.	_____
E._____	The location of all wells – proposed, active and abandoned – to a distance of at least one-hundred (100) feet beyond tract boundaries	_____

F._____ Existing sewers, water mains, culverts or other underground facilities within the tract and to a distance of at least one hundred (100) feet beyond the tract boundaries _____

G._____ Existing ditches, canals, natural drainage channels, open waterways, and proposed alignments within the tract an to a distance of at least one hundred (100) feet beyond the tract boundaries. High water levels should be indicated. _____

H._____ Boundary lines of adjacent tracts of subdivided and unsubdivided land showing ownership. _____

I._____ Location of all sensitive lands _____

J._____ Contours at a minimum interval of two (2') feet _____

Proposed Subdivision development plans on the preliminary plat shall include:

A. _____ The layout of streets with names and numbers, crosswalks, alleys and easements _____

B. _____ Culinary water and waste disposal improvements plan _____

C. _____ Layout, numbers and dimensions of lots _____

D. _____ Open Space _____

E. _____ Lot size and building set back lines _____

F. _____ Easements for water, sewers, drainage, utility lines, etc. _____

G. _____ Storm water retention or detention/discharge plan _____

H. _____ Site of any facilities for exclusive use of the home owners _____

I. _____ Sidewalk, curb and gutter _____

J. _____ Distribution system for irrigation water for each lot _____

Title blocks along bottom of preliminary plat as detailed in the Subdivision Ordinance

A. _____ Name of subdivision, location, surveyor, owner, subdivider, designer, date of plat preparation

B. _____ Certificate of clear title or authorization by owner, Copy of most recent Title Report

Documents to be submitted with preliminary plat, as detailed in Ordinance (not all are required)

A. _____ Copies of any agreements with adjacent property owners _____

B. _____ Environmental impact assessment _____

C. _____ Soils report _____

D. _____ Geology report _____

E. _____ Stormwater Management Plan and Permit _____

F. _____ Revegetation plan _____

G. _____ Sensitive lands report _____

H. _____ Maintenance and Landscaping Plan for any open space _____

I. _____ Any other necessary report _____

J. _____ Provide a signed/dated letter from any affected canal company which states the following: "The developer of the _____ subdivision has contacted us regarding the proposed development. We understand that we have thirty (30) days from the date of this letter to contact Nibley City regarding the canals on this property. Failure to do so constitutes the canal company's acceptance of improvements to said canals." _____

Master Plan Compliance

A. _____ **Transportation Master Plan and Streets:** Does the Subdivision street layout comply with the Street Master Plan. Does the plat comply with standards as listed NCC 21.12.050? Do local streets make proper connections to adjacent lots? _____

B._____ **Trails Master Plan:** Does the plat provide trails as shown in the Trails Master Plan? Does the plat comply with trail requirements in NCC 21.12.060? _____

C. _____ **Water, Sewer, Stormwater Master Plans:** Does the plat provide sufficient services as required and shown in the master plans? _____

D._____ **Other:** Complies with other master plans or planning efforts _____

Land Use Authority

NCC 21.06.060: A. The Land Use Authority shall be established according to the table below for Preliminary Plats, Final Plats, and Development Agreements.

Subdivision Type	**Approval Authority**	**Public Hearing Required**
Standard Subdivision	Planning Commission	No
Minor Subdivision	Planning Commission	No
Rural Preservation Subdivision	City Council	Yes
Cluster	City Council	Yes
R-PUDs and other Overlay Zones Development	City Council	Yes

Public Notice and Hearing Requirements

All applicants must comply with Nibley City Code Section 21.060.050 and 21.06.060, by posting a sign not less than ten (10) days prior to the public meeting/hearing. Applicant is responsible for posting a sign in a prominent place on the property containing, in lettering that maybe reasonably read by passersby, the time, date and location of the public hearing. The posting shall not be required prior to the application being accepted. However, the City shall require that, not less than ten (10) days prior to the public meeting/hearing, Applicant provides the City with evidence of compliance with this requirement.

The City shall send out letters to all property owners within 300 ft of the development. The Applicant will be billed the cost of postage and material.

Review

Once the complete application has been received, along with any and all applicable fees, it will be forwarded to the Nibley City Planner, Engineer and Public Works for review. They will make comments relative to the plats compliance with City ordinance, standards and specifications. Once their review has been received, it will be given to the applicant. **ANY REQUIRED CHANGES MUST BE MADE PRIOR TO THE PRELIMINARY PLAT APPEARING BEFORE THE NIBLEY PLANNING COMMISSION.**

Once the revised plat has been submitted, the item will be placed on an upcoming agenda for a public hearing and consideration by the Nibley Planning Commission meeting. Planning Commission meetings have a two-week prior application deadline, so be aware that it may be up to 4 weeks before this application is on the agenda.

File the completed application at:
Nibley City
455 West 3200 South
Nibley, UT 84321
(435) 752-0431

Application Cost

Preliminary Plat Filing Fee	**$200+$10 per Lot**
Preliminary Plat Deposit	**$1,000**

Deposit: The Preliminary Plat Deposit expense will be used to pay the costs incurred by the City because of this application. These costs include, but are not limited to engineering review, legal review, fire review, contractor review, advertising, etc. The City shall maintain a running total of the deposit and mail a statement for each time the City withdraws money from the deposit complete with detailed invoices. If the deposit is depleted, the City may pause further review until another $1,000 deposit is received by the City. Once all cost incurred by the City because of the application have been settled, all remaining funds with the deposit shall be returned to the applicant as listed on this application.

Further costs and bills may be invoiced to the applicant from the City. In addition, if the application is approved, the applicant shall be responsible for all cost and improvements to the development as required by Utah and City law.

Applicant Certification

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

_____ _____

Property Owner Signature Date

I certify that I am the record owner of the subject property and I consent to the submittal of this project.

_____ _____

Signature of Owner Date

BOUNDARY DESCRIPTION

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.

NOTES:

1. Statement of Intent – Subdivide the land into 40 individual building lots with open space.
2. Owner: River Valley Development, LLC
   Developer: River Valley Development
   470 North 2450 West
   Tremonton, Utah 84337
3. Building setbacks are as follows:
   Front yard = 30 feet
   Side yard:
   All lots = 10 feet from adjacent lot
   Corner lots = 20 feet side on street
   Rear yard = 25 feet
4. The datum for this project is the Nibley City Monument with an Elevation of 4546.58.
5. Landscaping: developer to provide street trees every 50 feet of frontage
6. Lot easements unless otherwise noted are as follows:
   Front yard = 10 feet
   Side yard:
   All lots = 5 feet for interior lots
   Corner lot = 10 feet from street
   Rear yard = 10 feet
7. Contour interval: 1'
8. Subdivision size: 19.88 acres
   Total lots=40
   Average lot size: 15,401 sf
   Zone= R2A
9. There are no know wetlands on the property per the National Wetlands Inventory.
10. No existing flood areas on the property per FEMA flood map 49005C0390C.

HERITAGE PARKWAY SUBDIVISION

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)

LEGEND

- 1/4 SECTION CORNER
- BOUNDARY LINE
- STREET CENTERLINE
- EASEMENT (PUE–PUBLIC UTILITY EASEMENT)
- SETBACK LINE
- CORPORATE LIMIT LINE
- SECTION LINE
- EXISTING FENCE
- CITY PATH
- COMBO STOP/STREET SIGN
- STREET LIGHT
- EXISTING SEWER
- EXISTING WATER
- EXISTING STORM
- PROPOSED SEWER
- PROPOSED WATER
- PROPOSED STORM
- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED DITCH RE–ROUTE

REGISTERED PROFESSIONAL ENGINEER
NO. 366390
ASHLEY V. MACKELPRANG
4-26-2023
STATE OF UTAH

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

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Date:	REVISIONS/ SUBMISSIONS

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CAD FILE :

PROJECT TITLE: HERITAGE PARKWAY SUBDIVISION
PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASELINE AND MERIDIAN

DRAWING TITLE: PRELIMINARY PLAT

DATE : MAY,2023

DRAWING No. 1

HERITAGE PARKWAY SUBDIVISION

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

PRELIMINARY PLAT

Groundwater for phase 1 was to be 2.5 feet down.

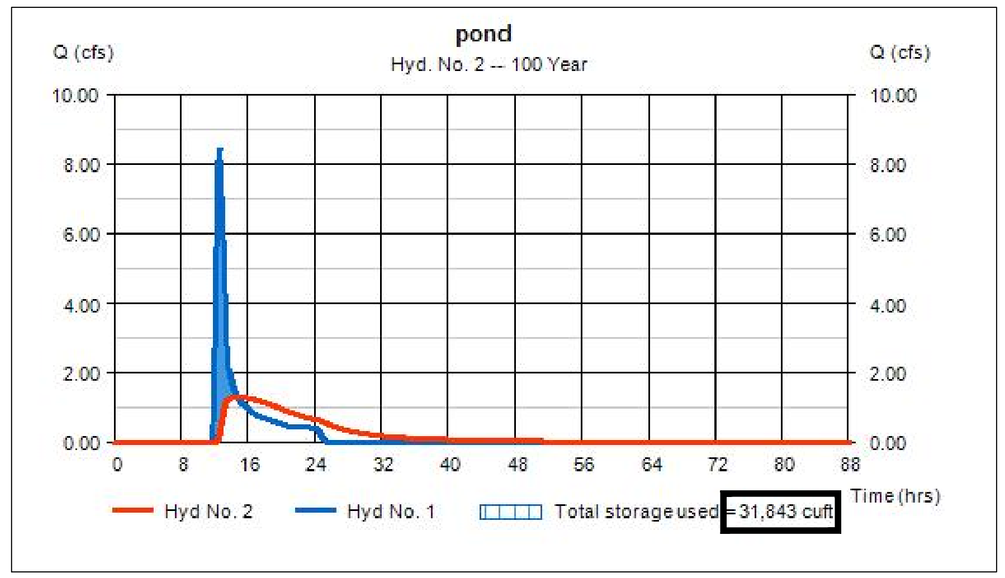
PRELIMINARY STORM CALC

AREA: 19.88 ACRES
SOIL PER NRCS
GvA GROUP C: 64.7%
CN PRE: 79
CN POST: 74
KfA GROUP A: 35.3%
CN PRE: 49
CN POST: 39

PRE CN OVERALL: 68.41
POST CN OVERALL: 73.28
ASPHALT/HARD SURFACE: 6.36 AC
LANDSCAPE: 13.52 AC

Description	Area (sq ft)	Area (ac)	CN	Area*CN
Impervious Area	0	0	95	0
Commercial		0.00	95	0
Open Space	0	0	39	0
Residential	865973	19.88	73.28	1456.806736
Mixed Use/Institutional	0	0	95	0
Pre Development	865973	19.88	68.41	1359.991114
Average CN		19.88	73.3	
Initial Abstraction		0.73	inches	
for pre dev		0.92	inches	
Watershed Storage		3.65	inches	
for pre dev		4.62	inches	
Precipitation (10 Yr)	24 hour storm	2.04	inches	precipitation
Precipitation (25 Yr)	24 hour storm	2.42	inches	
Precipitation (100 Yr)	24 hour storm	3.03	inches	
Direct Runoff (10 Yr)	24 hour storm	0.35	total runoff depth	
for pre dev (10 Yr)	24 hour storm	0.22	total runoff depth	
Direct Runoff (25 Yr)	24 hour storm	0.54	total runoff depth	
for pre dev (25 Yr)	24 hour storm	0.37	total runoff depth	
Direct Runoff (100 Yr)	24 hour storm	0.89	total runoff depth	
for pre dev (100 Yr)	24 hour storm	0.66	total runoff depth	
Post Development				
10-Year Direct Runoff		**0.57**	**acre-ft**	**25011.29491 ft³**
25-Year Direct Runoff		**0.89**	**acre-ft**	**38652.56165 ft³**
100-Year Direct Runoff		**1.47**	**acre-ft**	**64233.10424 ft³**
Pre Development				
10-Year Direct Runoff		**0.36**	**acre-ft**	**15686.63177 ft³**
25-Year Direct Runoff		**0.61**	**acre-ft**	**26430.69525 ft³**
100-Year Direct Runoff		**1.09**	**acre-ft**	**47619.55548 ft³**
Required Storage				
10-Year Direct Runoff				**9324.663141 ft³**
25-Year Direct Runoff				**12221.86639 ft³**
100-Year Direct Runoff				**16613.54876 ft³**

storm required considering pre versus post

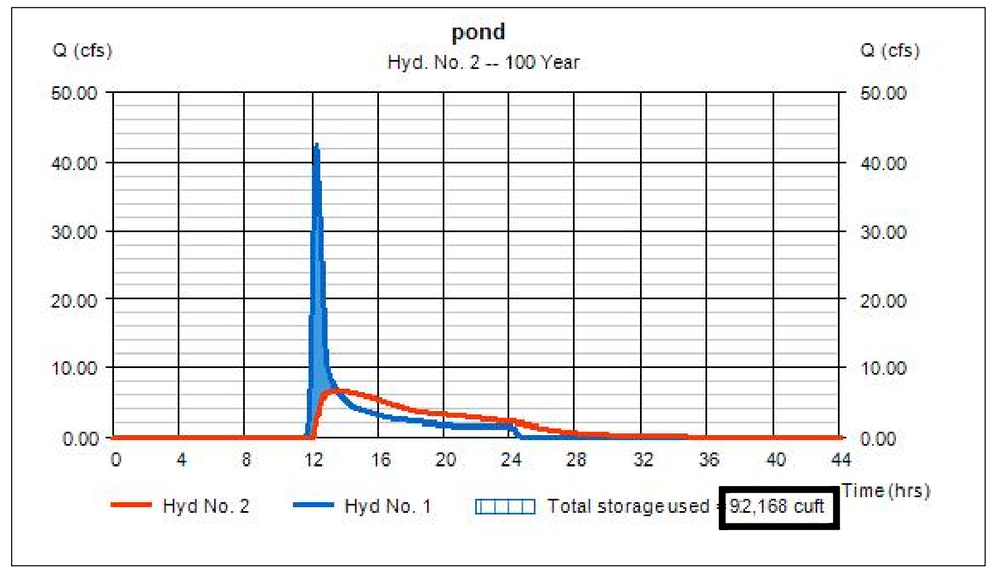


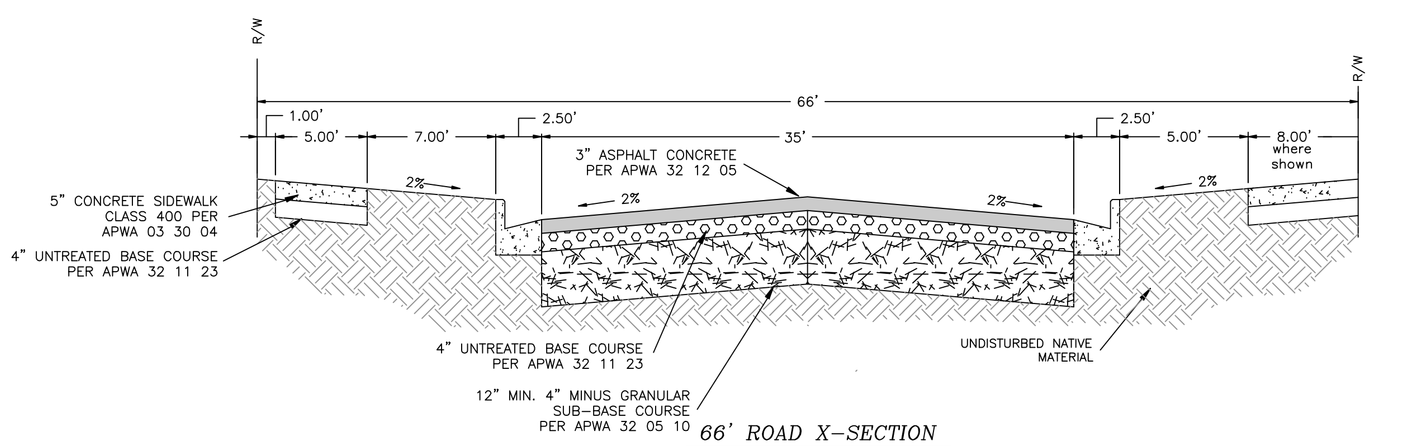
storm required with 0.2cfs release rate

PRELIMINARY STORM CALC
AREA BASIN

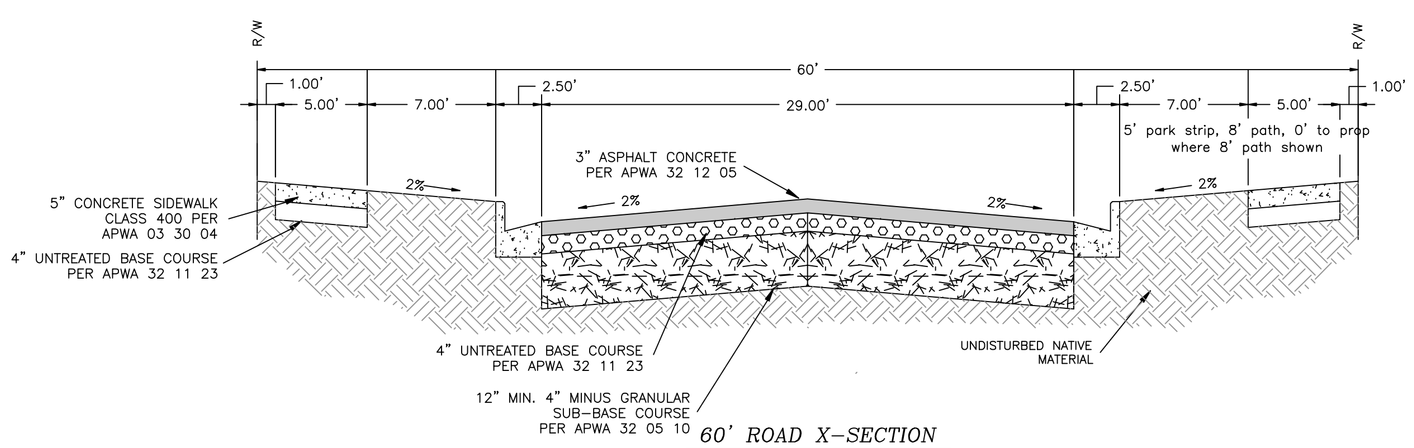
AREA: 74.58 ACRES
CN PRE: 67.60
CN POST: 71.80
max flow from 10 yr storm: 20.51 cfs

Basin Calculations	**ALL**			
Description	Area (sq ft)	Area (ac)	CN	Area*CN
Impervious Area	0	0	95	0
Commercial		0.00	95	0
Open Space	0	0	39	0
Residential	3248704	74.58	71.8	5354.842681
Mixed Use/Institutional	0	0	95	0
Pre Development	3248704	74.57998	67.6	5041.606758
Average CN		74.58	71.8	
Initial Abstraction		0.79	inches	
for pre dev		0.96	inches	
Watershed Storage		3.93	inches	
for pre dev		4.79	inches	
Precipitation (10 Yr)	24 hour storm	2.04	inches	precipitation
Precipitation (25 Yr)	24 hour storm	2.42	inches	
Precipitation (100 Yr)	24 hour storm	3.03	inches	
Direct Runoff (10 Yr)	24 hour storm	0.30	total runoff depth	
for pre dev (10 Yr)	24 hour storm	0.20	total runoff depth	
Direct Runoff (25 Yr)	24 hour storm	0.48	total runoff depth	
for pre dev (25 Yr)	24 hour storm	0.34	total runoff depth	
Direct Runoff (100 Yr)	24 hour storm	0.82	total runoff depth	
for pre dev (100 Yr)	24 hour storm	0.63	total runoff depth	
Post Development				
10-Year Direct Runoff		**1.89**	**acre-ft**	**82216.13874 ft³**
25-Year Direct Runoff		**2.99**	**acre-ft**	**130033.3754 ft³**
100-Year Direct Runoff		**5.07**	**acre-ft**	**220969.3094 ft³**
Pre Development				
10-Year Direct Runoff		**1.24**	**acre-ft**	**53896.4575 ft³**
25-Year Direct Runoff		**2.12**	**acre-ft**	**92448.31402 ft³**
100-Year Direct Runoff		**3.88**	**acre-ft**	**169226.2714 ft³**
Required Storage				
10-Year Direct Runoff				**28319.68123 ft³**
25-Year Direct Runoff				**37585.06136 ft³**
100-Year Direct Runoff				**51743.03795 ft³**
Required Detention				
0.48 inches				**129948.16 ft³**

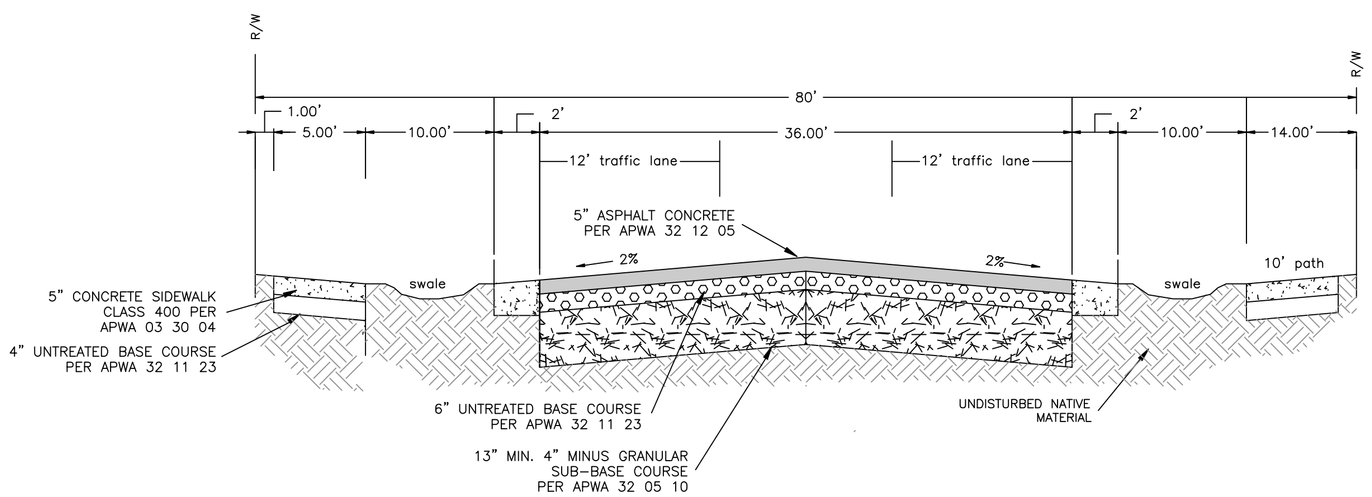




66' ROAD X-SECTION



60' ROAD X-SECTION



80' ROAD X-SECTION

REGISTERED PROFESSIONAL ENGINEER
NO. 366390
ASHLEY V. MACKELPRANG
5/26-2023
STATE OF UTAH

ALLIANCE CONSULTING ENGINEERS
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PROJECT TITLE
HERITAGE PARKWAY SUBDIVISION
PART OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASELINE AND MERIDIAN

DRAWING TITLE
PRELIMINARY PLAT

DATE : MAY,2023
DRAWING No.
2

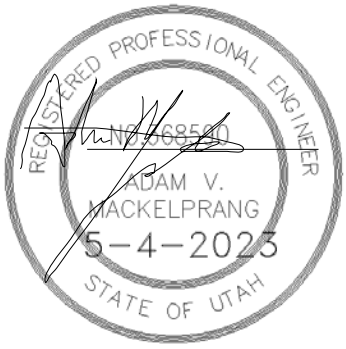
HERITAGE PARKWAY SUBDIVISION

TRAFFIC IMPACT ASSESSMENT

2600 SOUTH AND 1290 WEST

NIBLEY UTAH

MAY 2023



prepared by:

Alliance Consulting Engineers, Inc
150 E 200 North Suite P
Logan Utah, 84321
(435) 755-5121
allianceloganam@yahoo.com

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IV. Traffic Analysis.....4

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APPENDIX A-SITE PLAN

APPENDIX B-ESTIMATED TRIPS

APPENDIX C-FUTURE LEVEL OF SERVICE ANALYSIS

Introduction

Heritage Parkway subdivision is a 40 lot residential development on 1290 West between 2600 South and in 2800 South Nibley, Utah. The project will be constructed in three phases with outlets to 2600 South and 1200 West. As part of the development process the City of Nibley has asked for a Traffic Impact Analysis. The purpose of this report is to summarize the findings of said study and determine the potential impacts of The Heritage Parkway Subdivision. A site plan of the entire development is shown in Appendix A.

Study Area

Upon full build of the development (assuming it will be completed within 3 years) there will be two options for ingress/egress (2600 South and 1200 West). At this time there will be limited traffic on both of these streets and residents will not have any issues getting in and out of the neighborhood. A few years later an additional access to the south will open up with the extension of 1290 West through Stonebridge. While opening up an additional access, this will also allow for the residents to the south to head north through Heritage Parkway and increase traffic on 2600 South. Even further in the future (2050 to be precise), 2690 South will be completed along with another north/south running street providing access to 2600 South. As such, after reviewing the area and the possible traffic patterns it was decided to analyze the following intersection based on the following.

- 2600 South and 1290 West intersection
- in the year 2050 with 5000-10000 ADT on 2600 South per City analysis
- with half of the traffic from Stonebrigdge travelling through Heritage Parkway

The study area is shown in Figure 1.



Figure 1. Study area

Trip Generation

Estimated trips were generated using the (ITE) Trip Generation handbook. Estimated trips along with direction of travel are shown in Appendix B.

Traffic Analysis

The Highway Capacity Manual defines the Level of Service (LOS) for both signalized and unsignalized intersections as a range of average experienced delay. LOS is a qualitative rating traveler satisfaction from A to F where LOS A is excellent and LOS F is poor. A summary of the LOS range by delay is shown below.

	Unsignalized	Signalized
Level of Service	Delay per Vehicle (sec)	Delay per Vehicle (sec)
A	<10	<10
B	>10 and <15	>10 and <20
C	>15 and <25	>20 and <35
D	>25 and <35	>35 and <55
E	>35 and <50	>55 and <80
F	>50	>80

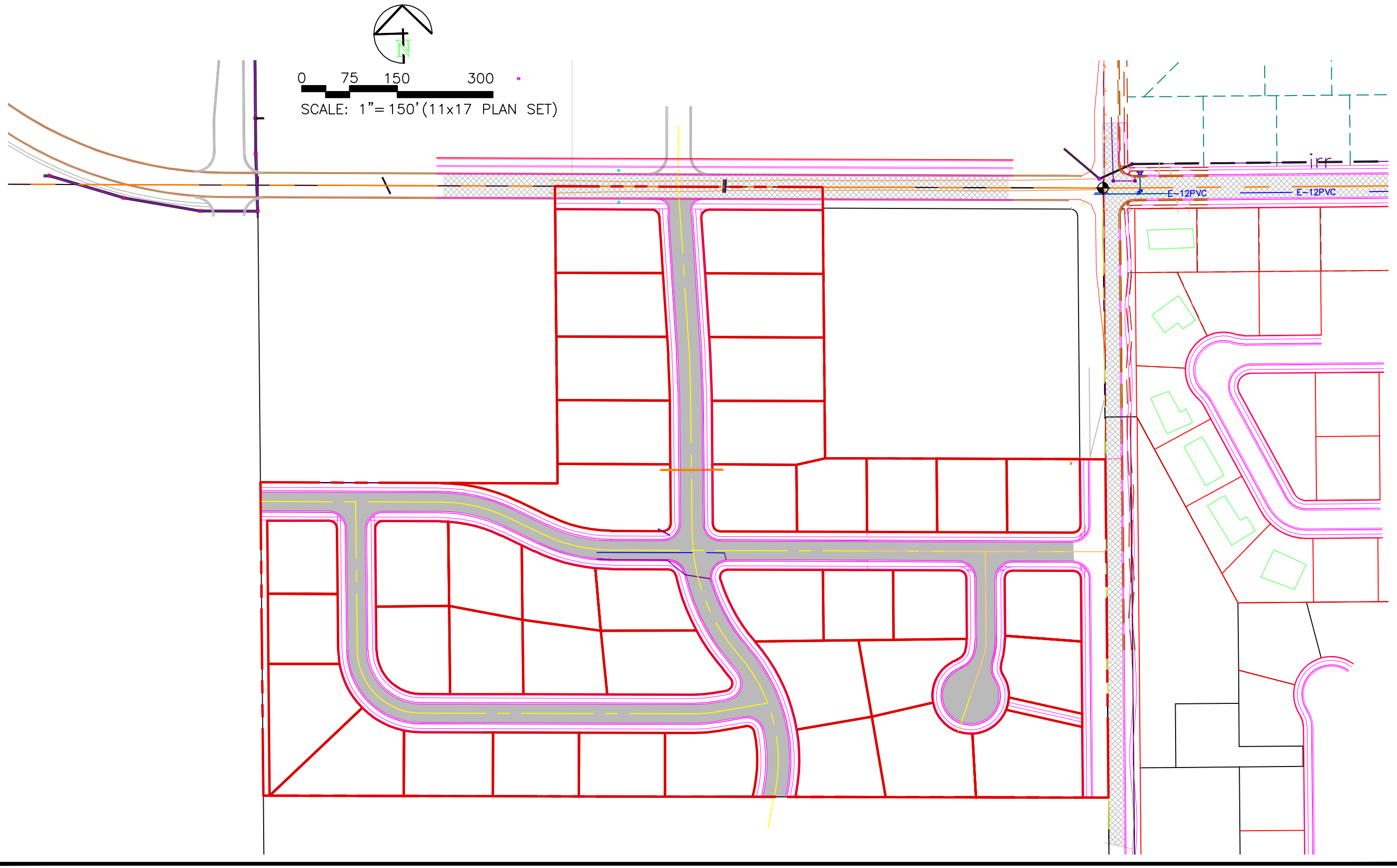
Per the analysis the intersection during peak AM and PM hours was shown to be at least a LOS C for residents of the development. Results shown in Appendix C.

Conclusions and Recommendations

The intersection of concern involved in the development has been shown to operate at a LOS C or above upon completion and in the year 2050 based on estimates. In addition, where the speed limit of the road is 35 mph and there are less than 60 turns in an hour neither a deceleration lane nor an acceleration lane is warranted.

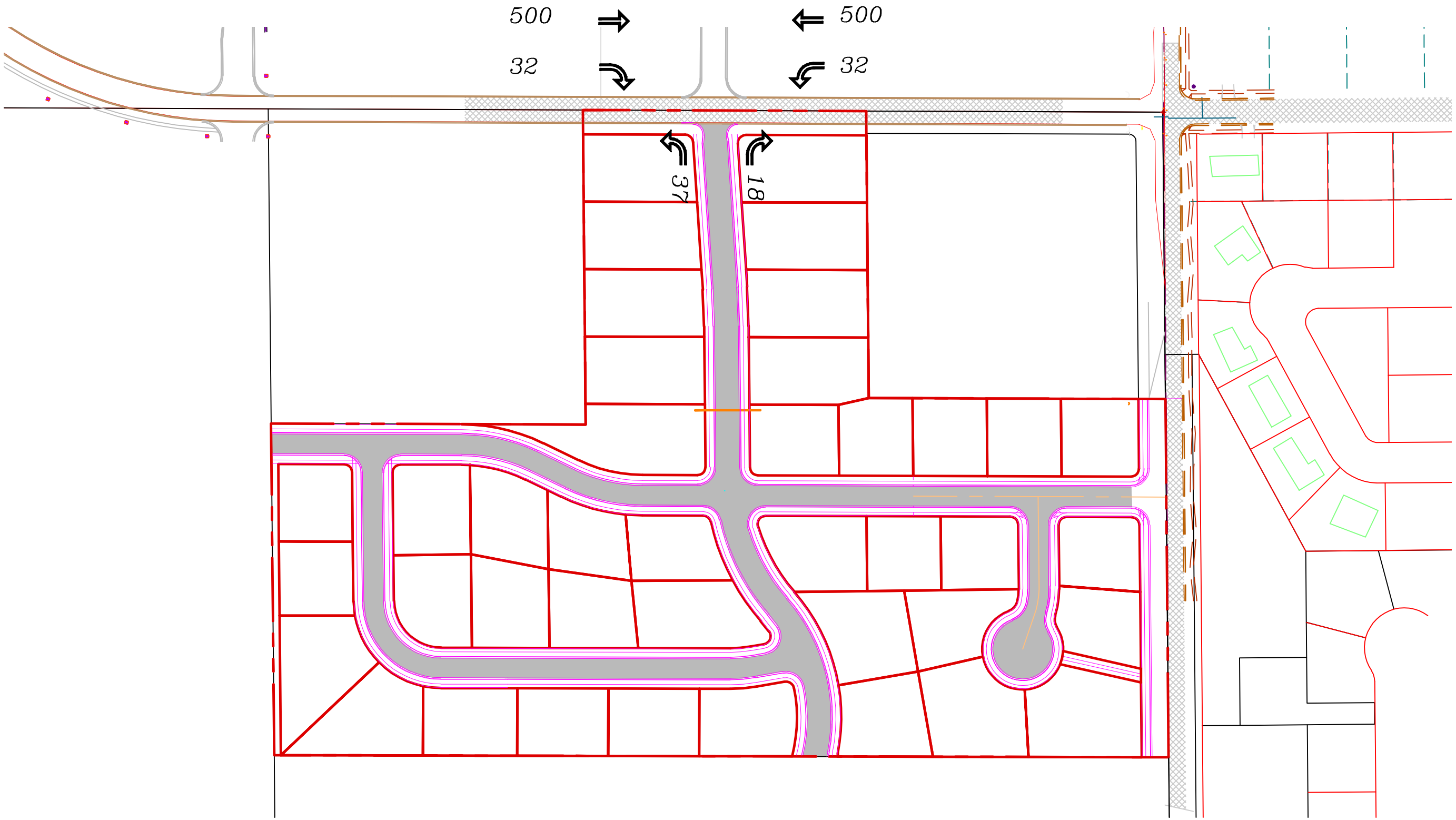
APPENDIX A-SITE PLAN

HERITAGE PARKWAY SUBDIVISION

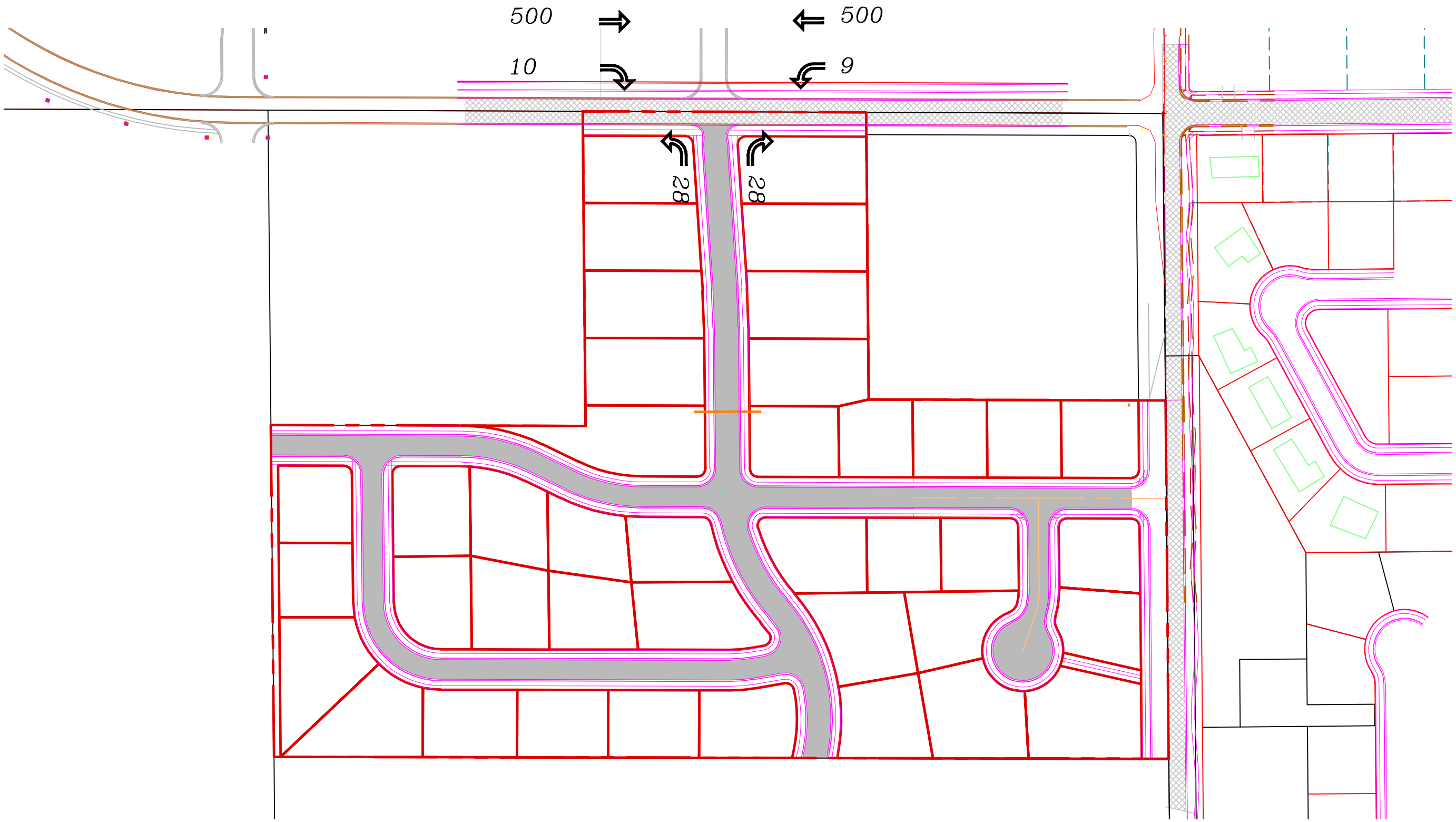


APPENDIX B-ESTIMATED TRIPS

HERITAGE PARKWAY SUBDIVISION
PM TRAFFIC



HERITAGE PARKWAY SUBDIVISION
AM TRAFFIC



APPENDIX C-FUTURE LEVEL OF SERVICE ANALYSIS



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	500	10	9	500	28	28
Future Volume (Veh/h)	500	10	9	500	28	28
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	543	11	10	543	30	30
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			554		1112	548
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			554		1112	548
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			99		87	94
cM capacity (veh/h)			1016		229	536

Direction, Lane #	EB 1	WB 1	WB 2	NB 1
Volume Total	554	10	543	60
Volume Left	0	10	0	30
Volume Right	11	0	0	30
cSH	1700	1016	1700	321
Volume to Capacity	0.33	0.01	0.32	0.19
Queue Length 95th (ft)	0	1	0	17
Control Delay (s)	0.0	8.6	0.0	18.8
Lane LOS		A		C
Approach Delay (s)	0.0	0.2		18.8
Approach LOS				C

Intersection Summary			
Average Delay	1.0		
Intersection Capacity Utilization	36.9%	ICU Level of Service	A
Analysis Period (min)	15		



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	500	32	32	500	37	18
Future Volume (Veh/h)	500	32	32	500	37	18
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	543	35	35	543	40	20
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			578		1174	560
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			578		1174	560
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			96		80	96
cM capacity (veh/h)			996		205	527

Direction, Lane #	EB 1	WB 1	WB 2	NB 1
Volume Total	578	35	543	60
Volume Left	0	35	0	40
Volume Right	35	0	0	20
cSH	1700	996	1700	257
Volume to Capacity	0.34	0.04	0.32	0.23
Queue Length 95th (ft)	0	3	0	22
Control Delay (s)	0.0	8.7	0.0	23.2
Lane LOS		A		C
Approach Delay (s)	0.0	0.5		23.2
Approach LOS				C

Intersection Summary			
Average Delay	1.4		
Intersection Capacity Utilization	38.3%	ICU Level of Service	A
Analysis Period (min)	15		

WHEN RECORDED RETURN TO:
Ballard Spahr LLP
One Utah Center, Suite 800
201 South Main Street
Salt Lake City, UT 84111-2221
Attn: Steven P. Mehr

Tax Serial Nos. 03-007-0010, 03-007-0011, 03-007-0023

ANNEXATION AGREEMENT

The parties NIBLEY CITY (the "**City**"), a Utah municipality and a political subdivision of the State of Utah, and WATERMARK PROJECT LLC, a Utah limited liability company or assigns (the "**Petitioner**"), enter into this Annexation Agreement (this "**Agreement**"), effective as of the date this Agreement is recorded in the office of the Cache County Recorder (the "**Effective Date**").

RECITALS

A. Petitioner owns certain real property located within Cache County, within the municipal boundaries of Logan City, adjacent to the municipal boundaries of the City, described as Cache County parcels 03-007-0010, 03-007-0011, and 03-007-0023, and more particularly described in Exhibit A attached hereto (the "**Property**").

Commented [TD1]: Does this agreement transfer to a new owner? I received a call last week- the Petitioner is trying to sell the properties.

B. Petitioner desires to disconnect the Property from Logan City (the "**Disconnection**") and annex the Property into the City (the "**Annexation**"), in order to access City utilities and facilities to facilitate the development or subdivision of the Property.

C. The approval of the Annexation is a legislative decision to be made by the appropriate city bodies, to which approval Petitioner has no entitlement or vested right.

D. The City has adopted codes, ordinances, regulations, drawings, standards, specifications, policies, and resolutions (collectively, "**City Code**") that govern the development of land, the construction of private and public infrastructure and buildings, and the connection to and use of City facilities and utilities.

E. Petitioner has requested certain waivers or modifications of City Code requirements that would normally apply to the development or subdivision of the Property, in connection with the Annexation, in order to develop the Property (the "**Development**") according to the preliminary and conceptual development plan attached hereto as Exhibit B ("**Development Plan**").

F. The City, through the City Planning Commission and City Council, have reviewed the proposed Annexation and the proposed waivers or modifications of City Code requirements

requested by Petitioner, and find that the Annexation and Development of the Property, as generally depicted in the Development Plan, will be beneficial to the City and its residents and will comply with the goals and objectives of the City's general plan.

G. The parties desire to enter into this Agreement to establish the terms and conditions by which the City approves of the Annexation of the Property and to determine the specific regulations and requirements of the City that will apply to the subdivision or Development of the Property once it is annexed into the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. City Obligations. All obligations of the City are subject to the reserved legislative powers of the City described in Section 5 *below.*

1.1. Annexation Approval. The City shall, to the extent permitted by Utah law and without waiving its right or duty to take the procedural steps and analyze the substantive considerations required by Utah law, grant Petitioner's annexation petition for the Property and annex the Property into the City.

1.2. Annexation Protest. If Annexation is protested and goes before the Cache County Boundary Commission, the City may, in its discretion, deny the Annexation or seek to obtain from the Boundary Commission approval for the Annexation. If the City decides to seek to obtain approval, the City shall coordinate its efforts with Petitioner.

1.3. Zoning. Upon successful Annexation, the Property shall be zoned R-M Mixed Residential (the "**Zoning**"), subject to the modifications to the Zoning and City Code set forth below, and Petitioner shall have a vested right to the Development of the Property according to the Zoning, as modified by this Agreement:

1.3.1. This area shall be eligible for R-M zone designation, despite restrictions included in R-M Application Map of NCC 19.12.040(6).

1.3.2. The total allowed number of residential units of the Development shall be no more than 180 residential units with 354 parking spaces, allocated as follows:

1.3.2.1. Multi-Unit Condominium/Apartment: 152.

1.3.2.2. Townhome: 28.

1.3.3. The uses allowed within the Development shall be those uses authorized by City Code for the Zoning and the uses allowed by Nibley City Code.

Commented [LR2]: I don't see any reason to modify our code here.

1.3.4. The maximum height of all buildings within the development is 57 feet.

1.3.5. Amenities: The development will provide the following open space amenities:

1.3.5.1. Sports Court

1.3.5.2. Playground

1.3.5.3.

Commented [LR3]: Need information about amenities from applicant

1.3.6. The total number of residential units or lots allowed, created, or developed within the Development shall be limited to the maximum number and type allowed under this Section 1.3, regardless of whether such units or lots are developed by Petitioner or by an assignee, transferee, or other successor-in-interest of Petitioner and regardless of whether additional or different units or lots are shown in the Development Plan.

2. Petitioner Obligations.

2.1. Recordation. This Agreement shall only be effective upon recordation. Petitioner shall ensure that no other interests, mortgages, liens, or other encumbrances have priority or precedence over this Agreement.

2.2. Disconnection.

2.2.1. Petitioner shall be responsible for and shall bear all costs to prepare, file, and prosecute all applications, documents, and instruments necessary to effectuate the Disconnection. If the Disconnection is protested, challenged, or rejected, Petitioner may, in its discretion, file and prosecute court proceedings to complete the Disconnection. This Agreement shall remain valid during the pendency of any such proceeding.

2.2.2. The Disconnection and the Annexation may occur simultaneously through a municipal boundary adjustment if Logan City is amenable to such process. Petitioner shall be responsible for all costs to prepare and complete all plats and surveys, and City shall assist with coordinating such boundary adjustment.

2.2.3. If Petitioner fails to pursue Disconnection within two years from the date of execution of this Agreement, elects to not challenge any protest, challenge, or rejection of the Disconnection, or if Petitioner's challenge is unsuccessful and Disconnection is denied by a final order of a court or other body with jurisdiction following any appeals, this Agreement shall terminate, and neither party shall have any further right or obligation hereunder.

2.3. Development.

2.3.1. General Standard. Petitioner shall develop, construct, improve, and maintain the Development in a manner substantially similar to and in substantial compliance

with the Development Plan, attached hereto, and the terms, conditions, and requirements set forth below and in City Code.

2.3.1.1. Petitioner shall have the right to make non-material changes and adjustments to the Development without amending this Agreement, including adjusting lot boundary configuration and location, building and unit configurations and location, interior road alignments and parking areas, landscaping and architectural details. Such changes and adjustments shall be reviewed and approved by the City through the plat and construction plan review and approval processes.

2.3.1.2. Material changes to the Development and Development Plans shall not be authorized by the City except by way of an amendment to this Agreement. All amendments to this Agreement shall be in writing and shall be approved in the same manner as this Agreement, i.e., pursuant to the City's public notice, hearing, review, and approval processes. Such material changes include:

2.3.1.2.1. Increase in the number of residential lots or units, a decrease of minimum residential lot or unit size, or a decrease of minimum residential lot frontage or setback requirements;

2.3.1.2.2. Decreases to the amount or size of public amenities, open space, or common area or substantial relocation of public amenities, open space, or common area;

2.3.1.2.3. Variances or exceptions to the Zoning or other City Code not set forth herein; and

2.3.1.2.4. Material changes to the functional design of the Development that materially affects vehicular and pedestrian traffic and parking functionality, drainage, utility connectivity, or other design characteristics.

2.3.2. Utility Improvements.

2.3.2.1. Existing Utilities. Petitioner is aware of existing utilities near and within the Property. This includes but is not limited to the existing sewer lines and sewer manholes that extend under proposed Building C of Exhibit B, the Development Plan, submitted by Petitioner. Petitioner acknowledges that the sewer lines and manholes cannot be located under any buildings or structures and that any relocation of the sewer pipes, manholes, or other utilities to facilitate construction, development and/or the Development Plan shall be performed by the Petitioner and their cost.

2.3.3. Streets and Related Facilities. Petitioner shall comply with the following obligations related to the improvement, dedication, and construction of street and street facilities:

2.3.3.1. 2200 South. Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements along the frontage of the Property adjacent to 2200 South (collectively, "**2200 Improvements**"): sidewalk, park strip, curb, gutter, and the remaining asphalt and road base required for 2200 South to comply with the City's 66-foot, two lane collector street cross-section (TS-9), set forth in the Nibley City Design Standards, Construction Standards, and Specifications and City Code. Petitioner shall also dedicate to the City the areas within the Property required for the 2200 Improvements.

2.3.3.2. 1200 West. Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements along the frontage of the Property adjacent to 1200 West South (collectively, "**1200 Improvements**"): sidewalk, park strip, curb, gutter, and the remaining asphalt and road base required for 1200 West to comply with the City's 66-foot, two lane collector street cross-section (TS-7), set forth in the Nibley City Design Standards, Construction Standards, and Specifications and City Code. Petitioner shall also dedicate to the City the areas within the Property required for the 1200 West Improvements.

2.3.3.3. Trail Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements along the south edge of the property: 8-foot wide paved trail according to alignment of Nibley City Trails, Recreation and Open Space Master Plan, with a direct connection to the property line of Thomas Edison Elementary, as depicted on the Trail Plan attached hereto as Exhibit C.

2.3.4. Open Space and Amenities. Petitioner shall provide a minimum [x] acres/square feet of public/private landscaped, open space areas within the Development.

2.3.5. Impact Fees. The Petitioner will be required to pay impact fees in accordance with Nibley City Code and the Consolidated Fee Schedule as adopted at the time of building permit.

2.3.6. Utility Maintenance. The property owner or Private Home Owners' Association (HOA) shall maintain all private roads, including snow removal, open space and associated amenities, drainage areas, water, sewer and stormwater utilities within the development.

2.4. Waiver of Rights. By consenting to the conditions of approval of the Annexation and by executing this Agreement, Petitioner waives and releases any right Petitioner may have had to challenge the reasonableness, lawfulness, or appropriateness of the City's requirements regarding the improvements set forth herein, which right Petitioner may have otherwise had pursuant to Utah Code § 10-9a-703. This includes any claim that the construction of all such improvements and the dedication of any related property were unlawful or unreasonable exactions, pursuant to Utah Code § 10-9a-508, or any challenge

Commented [TD4]: TS-9 section per TMP

Commented [TD5]: TMP calls for 66-ft ROW constructed as TS-7

Commented [TD6]: Collector

Commented [LR7]: Need from applicant based upon concept plan.

Commented [TD8]: Public street connection (block) exceeds 660-ft. requires 8-ft trail
Discussion on connection to school NCC 21.12.060.F.1

Commented [LR9]: Added detail. Can discuss further.

to the assessment or payment of impact fees required by this Agreement, pursuant to Utah Code §§ 11-36A-701, -703. Petitioner further agrees that the City may withhold approvals of subdivision plats, building permits, certificate of occupancy, utility connections, and other permits, applications, or licenses, in order to enforce and compel compliance with this Agreement, despite any provision to the contrary under Utah Code §§ 10-9a-509, -603(3)(a), -604.5(3), -802(2).

3. Fees. Petitioner agrees to pay all applicable fees of the City, Logan City, and any other applicable government entity, as such fees exist on the applicable date when payment is due, including but not limited to utility fees, hookup fees, impact fees, inspection fees, building permit fees, construction and excavation permit fees, other permit fees, and application fees.

4. Infrastructure Costs and Standards. Petitioner is required, at Petitioner's sole expense and effort, to construct all infrastructure, project improvements, and system improvements required by this Agreement and City Code and to construct the same in the size, scale, location, magnitude, and capacity required by this Agreement and applicable provisions of the City Code.

5. Reserved Legislative Powers.

5.1. 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, or to determine the necessity and wisdom of the approval of any legislative matter related to this Agreement, including the Annexation and the Zoning. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation shall not modify Petitioner's vested rights as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

5.2. Both parties understand that any legislative action by the City Council, including the approval of this Agreement and the approval of the Annexation, is subject to initiatives, referral, or challenge by individuals or groups of citizens. Petitioner 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. Petitioner 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 and the approval of the Annexation shall be voided.

6. Compliance with City Requirements and Standards. Unless otherwise expressly provided in this Agreement, Petitioner acknowledges that nothing in this Agreement will be deemed to relieve Petitioner from its obligations to comply with all applicable requirements, standards, specifications, drawings, regulations, policies, resolutions, and ordinances of the City for

development of the Property and recordation of subdivision plats, including those related to the payment of unpaid fees, the approval of site plans or plats, the approval of building permits and construction permits, the construction and installation of public infrastructure, and the providing of completion and warranty assurances. Petitioner shall comply with all requirements of the City Code and the Zoning related to the Development of the Property, except as the same are expressly modified herein.

7. Covenants Running with the Land. The provisions of this Agreement will constitute real covenants, contract and property rights and equitable servitudes, which will run with all of the land subject to this Agreement. The burdens and benefits hereof will bind and inure to the benefit of each of the parties hereto and all successors in interest to the parties hereto. Each successor in interest will succeed to those benefits and burdens of this Agreement that pertain to the portion of the Property to which the successor holds title.

8. No Agency, Joint Ventures or Partnership. City and Petitioner are not agents of each other, and this Agreement creates no agency relationship, joint venture, or partnership between City and Petitioner.

9. Representations. The parties represent and warrant that the person signing this Agreement on behalf of each party is authorized to so sign and to bind the party to the obligations set forth herein, and that all steps and procedures required by a party to execute and enter into this Agreement have been completed.

10. Incorporation of Recitals, Introductory Paragraphs, and Exhibits. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

11. Default and Remedies. Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting party or any permitted successor to such party must, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within 30 days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within the 30-day period, the party receiving such notice must, within the 30-day period, take reasonable steps to commence the cure or remedy of such default or breach, and must continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to:

11.1. Cure or remedy such default or breach, such as proceedings for injunctive relief, to compel specific performance by the party in default or breach of its obligations, or declaring a material breach by the party; and/or

11.2. Subject to Section 11.2.1 below, in the case of a material uncured breach, the non-defaulting party may terminate this Agreement.

11.2.1. If the City elects to terminate this Agreement due to a material default of Petitioner, then the City shall give Petitioner written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by

the City legislative body at a duly noticed public meeting. Petitioner shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City legislative body determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City legislative body shall send written notice of termination of this Agreement to Petitioner in accordance with Section 12.9 hereof, and this Agreement shall thereby be terminated. The City may thereafter pursue any and all remedies at law or equity.

12. Other Miscellaneous Terms.

12.1. Certain Meanings. The singular will include the plural; the masculine gender will include the feminine; "shall" and "will" and "must" are mandatory; "may" is permissive.

12.2. Severability. If any provision of this Agreement or application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

12.3. Construction. This Agreement has been reviewed and revised by legal counsel for Petitioner and the City, and no presumption or rule that ambiguities will be construed against the drafting Party will apply to the interpretation or enforcement of this Agreement.

12.4. Further Assurances, Documents, and Acts. Each of the parties agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement will be carried out by each party as allowed by law.

12.5. Assignment. Petitioner may assign all or any portion of its interest in this Agreement and/or the Property, provided, however, Petitioner's assignee must assume in writing Petitioner's obligations and duties under this Agreement. The rights of the City under this Agreement will not be assigned.

12.6. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.

12.7. Attorney Fees. If any party hereto is required to engage the services of counsel by reason of default of another party, including in connection with the default procedures set forth in Section 11 *above*, the non-defaulting party will be entitled to receive from the defaulting party the non-defaulting party's costs and reasonable attorney's fees, both before and after judgment, including any appeals thereof, and whether or not suit be filed or if the provisions of this Agreement are enforced through arbitration.

12.8. Mediation. In the event of a dispute concerning the terms or conditions of this Agreement or arising out of this Agreement the parties may but shall not first be required to seek resolution of the dispute via mediation.

12.9. Notices. Any notice, demand or document which any party is required to be in writing, and may be personally delivered or given or made by United States registered or certified mail, return receipt requested, by overnight delivery service (e.g., Federal Express), addressed as follows:

To the City:

Nibley City
Attn: Mayor and City Manager
455 West 3200 South
Nibley, UT 84321

To the Petitioner:

Watermark Project LLC
Attn: Steven P. Mehr
201 South Main Street, Suite 800
Salt Lake City, UT 84111

Commented [LR10]: Need from applicant

13. Term. The term of this Agreement shall be a period commencing on the Effective Date and expiring on December 31, 2070.

~~SIGNATURE PAGE TO FOLLOW~~

IN WITNESS WHEREOF, this Annexation Agreement has been by the person duly authorized to execute the same for and on behalf of WATERMARK PROJECT LLC, and by persons duly authorized to execute the same for and on behalf of Nibley City, acting by and through its City Council, as of the Effective Date.

NIBLEY CITY

By: _____
Mayor

ATTEST:

By: _____
City Recorder

PETITIONER
WATERMARK PROJECT LLC

By: _____
Printed Name:
Title:

STATE OF UTAH)
: ss
County of _____)

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

_____
NOTARY PUBLIC

Exhibit A

Legal Description of the Property

Commented [LR11]: Need this from applicant

The following described property is located in Cache County, State of Utah:

PARCEL 1: 03-007-0010
BEGINNING 25 FEET SOUTH AND 555.5 FEET WEST OF THE CENTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 3°46'30" EAST 108.9 FEET NORTH 85°48'30" EAST 86.9 FEET SOUTH 0° 55'30" EAST 431 FEET TO THE NORTH LINE OF SIERRA PARK PHASE 1, THENCE SOUTH 85°30'27" WEST 306.39 FEET TO THE NORTHWEST CORNER OF LOT 1 SAID SUBDIVISION, THENCE NORTH 22°28'30" WEST TO A POINT SOUTH 66°25'30 EAST 123.7 FEET AND SOUTH 22°28'30" WEST 99.0 FEET AND NORTH 57°59'30" WEST 30 FEET AND SOUTHERLY FROM A POINT SOUTH 89°52'30" WEST 308.3 FEET FROM BEGINNING, THENCE NORTH 66°25'30" WEST 123.7 FEET, THENCE NORTH 22°28'30" EAST 99.0 FEET THENCE SOUTH 57°59"30" EAST 30 FEET, THENCE NORTHERLY TO A POINT SOUTH 89°52'30" WEST 308.3 FEET FROM BEGINNING, THENCE NORTH 89°52'30" EAST 308.3 FEET TO BEGINNING.

ALSO: BEGINNING 15 FEET SOUTH AND 491 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION, THENCE SOUTH 118 FEET WEST 1.9 FEET NORTH 118 FEET EAST 1.9 FEET TO BEGINNING.

SUBJECT TO A BOUNDARY LINE AGREEMENT FILED IN ENTRY # 1184035 IN BOOK 1979 PAGE 565.

SUBJECT TO A BOUNDARY LINE AGREEMENT FILED IN ENTRY #1256336 IN BOOK 2172 PAGE 1130.

SUBJECT TO A BOUNDARY LINE AGREEMENT FILED IN ENTRY #1256337 IN BOOK 2172 PAGE 1134.

SUBJECT TO A BOUNDARY LINE AGREEMENT FILED IN ENTRY #1295909 IN BOOK 2276 PAGE 1818.

PARCEL 2: 03-007-0011
BEGINNING 491 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 8 RODS, THENCE EAST 10 RODS, THENCE NORTH 8 RODS, THENCE WEST 10 RODS TO BEGINNING.

SUBJECT TO THE EXISTING RIGHT OF WAY OF THE ABOVE REFERENCED FIELD ROAD.

PARCEL 3: 03-007-0023
BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE ROAD AND THE WEST LINE OF THE ROAD BEING 25 FEET SOUTH AND 18.4 FEET WEST OF THE CENTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH ALONG THE WEST LINE OF THE ROAD TO A POINT NORTH 0°29'09" WEST 153.34 FEET ALONG THE WEST LINE OF 1200 WEST STREET FROM THE NORTHEAST CORNER OF LOT 2 SIERRA PARK PHASE 1, THENCE NORTH 89°20'48" WEST 435.05 FEET TO A POINT ON THE NORTH LINE OF SIERRA PARK PHASE 1, THENCE NORTH 427.65 FEET, THENCE WEST 86.9 FEET, THENCE NORTH 108.9 FEET TO THE SOUTH LINE OF THE EAST-WEST ROAD AT A POINT 540.5 FEET WEST OF BEGINNING, THENCE EAST 66 FEET, THENCE SOUTH 108 FEET, THENCE EAST 165 FEET, THENCE NORTH 108 FEET, THENCE EAST 309.5 FEET ALONG SOUTH LINE OF THE ROAD TO BEGINNING.

Exhibit B
Preliminary and Conceptual Development Plan for Property

Exhibit C
Trail Plan

BUILDING A - 68 UNITS
BUILDING B - 48 UNITS
BUILDING C - 36 UNITS
TOTAL MF UNITS = 152 UNITS

TOTAL SITE UNITS WITH TOWNHOMES = 152 + 28 = 180 UNITS

PARKING-
TOTAL SITE PARKING SHOWN = 354 SPACES
ONE BED = 1.89 PER UNIT = 166 SPACES
TWO BED = 2 PER UNIT = 128 SPACES
VISITOR = 180/3 = 60 SPACES
BIKE = .5 PER BEDROOM = 150 REQUIRED 160 PROVIDED

UNIT MATRIX FOR MULTI-FAMILY
- ONE BED UNITS 58% (88 UNITS)
- TWO BED UNITS 42% (64 UNITS)

BUILDING A: 4 story; ~57' to roof peak
BUILDING B: 3 story; ~45' to roof peak
BUILDING C: 3 story; ~45' to roof peak
TOWNHOUSES: 3 story; ~45' to roof peak

EMERGENCY VEHICLE ACCESS ONLY. (CHAINED AT THE ENTRY)

W 2200 SOUTH

S 1200 WEST

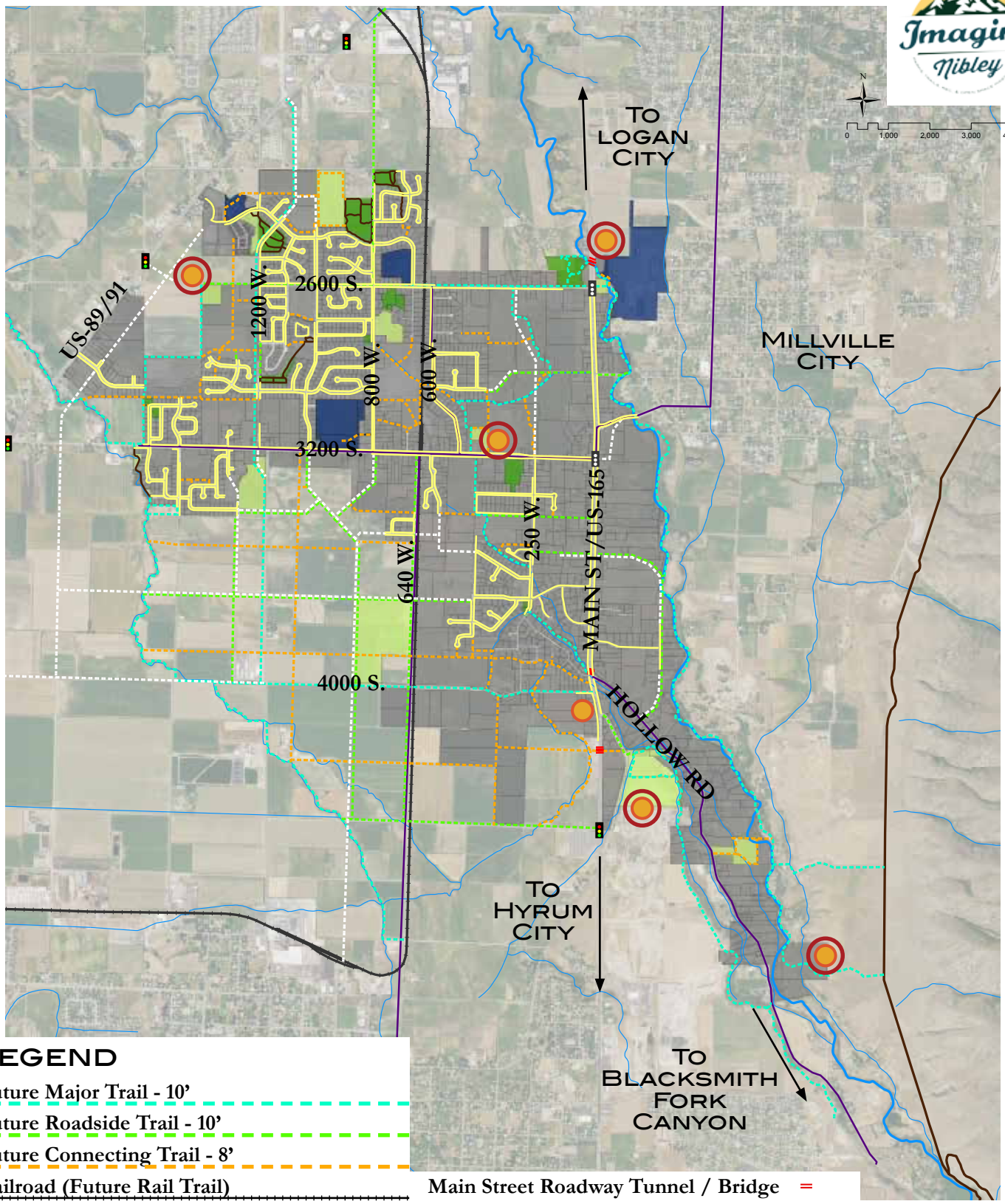
BUILDING A

BUILDING B

BUILDING C

10'-0"

TRAILS MAP



LEGEND

- Future Major Trail - 10'
- Future Roadside Trail - 10'
- Future Connecting Trail - 8'
- Railroad (Future Rail Trail)
- Future Roads
- Existing Shared-Use Roadway
- Existing Park Pathway
- Existing Sidewalk
- Future Trailhead
- Existing Trailhead
- Main Street Roadway Tunnel / Bridge
- Bonneville Shoreline Trail
- Blacksmith Fork River
- Canal/Stream
- Future Park
- Existing Park
- School

civilsolutionsgroup

19.24.170 Landscaping

A. Landscaping Requirements:

1. Purpose: The purpose of the landscaping requirements in this section shall be to enhance and create~~, conserve and stabilize property values by encouraging~~ pleasant and attractive surroundings, ~~and thus create the necessary atmosphere for the orderly development of a pleasant community. Landscaping also~~ and contributes~~s~~ to the relief of heat, noise and glare through the proper placement of ~~green~~ plants, ~~and~~ trees and other supportive materials.
2. Yard Requirements For Residential Zones: At least sixty percent (60%) of the area contained within a required front or side yard adjacent to a street in any residential zone shall be landscaped. Park strip landscaping is required, but shall not count toward the required percentage of landscaping for each property. Landscaping shall be installed no more than two (2) years from the date of Certificate of Occupancy.
3. Scope Of Requirements: Where landscaping is required, such landscaping shall comply with the following requirements: ~~set forth in this section for the specific use and location~~.
    a. Turf grass shall be limited to no more than 50% of front and sideyard landscaped area in new residential developments. Turf grass is not allowed in areas less than eight (8) feet in width. Turf grass limitations do not apply to small residential lots with less than 250 square feet of landscaped area.
    b. A minimum of fifty percent (50%) coverage of plant materials at maturity using a combination of shrubs, annual plants, perennial plants, ground cover, and/or turf grass within a front and sideyard landscaped area is required. Species, size, and placement of landscape elements may be determined by the property owner.
    ~~3.~~
4. Maintenance: Required landscaped areas shall be maintained in a neat, clean, orderly and healthful condition.

B. Landscaping ~~Recommended Of~~ in Public Street Rights Of Way:

1. Purpose: The purpose of landscaping of public street rights of way is to enhance the beauty of neighborhoods and streets and to reduce the glare, heat and noise reflected from paved roadways.
~~1.~~2. For all new development, Street Trees and supportive landscaping shall be installed in accordance with Nibley City Code in all public street rights-of-way within or adjacent to the project area.
3. All landscaping taking place in rights-of-way shall comply with NCC 13.12: Nibley City Public Ways and Property-Streetscape of Public Rights-Of-Way code.

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4. Turf grass is not allowed in park strips or areas less than eight (8) feet in width in new developent.

5. A minimum of twenty percent (20%) coverage of plant materials at maturity using a combination of shrubs, annual plants, perennial plants within the park strip landscaped area is required in conjunction with all new developments. Except for tree spacing noted above, species, size, and placement of landscape elements may be determined by the developer.

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C. Commercial, Neighborhood Commercial And Industrial:

1. Percentage Of Gross Area: Landscaping shall be required on twenty percent (20%) of the gross area of a lot or site located in the commercial zone. Landscaping shall be required on ten percent (10%) of the gross area of an industrial zone lot or site. Gross area is interpreted as the total site area remaining after any right of way dedication.
2. Setback: The minimum building and principal use setback from any street right of way shall be twenty feet (20') in commercial zones and fifty feet (50') in industrial zones. Parking shall not be allowed within this minimum setback area. Such areas shall be permanently landscaped except for approved access drives.
3. Tree Ratio: A mixture of evergreen and deciduous trees shall be planted at the ratio of one tree for each three hundred (300) square feet of the net landscape area. Trees shall have a minimum caliper of 1.25 inches. All trees must be planted according to Nibley City Public Works Design Standards. The trees planted in the City's public street rights-of-way or other parts of the development may count toward the total number of trees planted in the City rights-of-way must comply with Nibley City Public Ways and Property Streetscape of Public Rights-Of-Way Code.
4. Adjacent To Residential Zones: All setbacks adjacent to the rear yard or side yard of an existing or proposed residential use shall be permanently landscaped. Setback areas adjacent to residential areas may be increased by the planning commission if, in their opinion, it is necessary to protect the atmosphere and integrity of the residential neighborhood.
5. Irrigation: All landscaped areas shall be provided with an irrigation system, capable of complete coverage of the areas and designed to minimize runoff and other wasting of water. Such system shall be maintained in a fully operational condition. All landscaping shall be maintained in a healthy, neat and orderly condition, free of weeds and litter. All paved areas, walls or fences shall be in good repair without broken parts, holes, potholes or litter.
6. Type Of Landscaping: All landscaped areas may be landscaped with a mixture of ground cover, grass, shrubs or trees, and may include sculptures, patios or fountains.

~~6.~~7. Lawn limitation: In new commercial, industrial, institutional, and multi-family development common area landscapes, turf grass shall not exceed 20% of the total landscaped area, outside of active recreation areas.

~~7.~~8. Plans And Designs For Approval: All landscaping plans and designs shall be submitted to the planning commission with other required plot plans for approval.

~~8.~~9. Screening Requirements: Where landscaped screening is required for other than residential use, said screening shall consist of evergreen shrubs, closely spaced and maintained at substantially the specified height of said required screening. When not otherwise specified, natural screening shall be maintained at a height of from four feet (4') to seven feet (7').

~~9.~~10. Plot Plan Required: Where landscaping is required for other than residential uses, a plot plan showing the proposed landscape development, plant materials, watering system and use of the property shall be submitted to the planning commission. The same plot plan used to show parking layout or other requirements for the issuance of a building permit may be used to show landscaping, providing all proposed landscaping is detailed adequately on said plot plan. The planning commission may disapprove such plans if they determine that they are not consistent with the requirements and purposes of this title.

~~10.~~11. Conflicting Provisions: If requirements of this section are in conflict with other requirements of this title, the provisions of this section shall apply.

~~11.~~12. The City may deny occupancy or conditional use permits to any commercial or industrial development that does not comply with this chapter.