



NIBLEY CITY COUNCIL MEETING AGENDA
Thursday, June 29, 2017 – 6:30 p.m.
Nibley City Hall 455 West 3200 South, Nibley, Utah

1. Opening Ceremonies (Councilman Ramirez)
2. Call to Order and Roll Call (Chair)
3. Approval of Minutes and Agenda (Chair)
4. Public Comment Period¹ (Chair)

5. Discussion and Consideration of Resolution 17-09: A RESOLUTION GRANTING A UTILITY EASEMENT ON HOLLOW ROAD

6. Conflict Disclosure and Selection of Mayor Pro-Tem for Item 7

7. Discussion of a final plat and development agreement for the Apple Creek Subdivision (Formerly the Tin Rope Subdivision), Phase 1 and 2, located at approximately 500 W 3200 S

8. Discussion and Consideration of Ordinance 17-09: Canal Ordinance (Second Reading)

9. Discussion and Consideration of Resolution 17-10: A RESOLUTION INDICATING THE INTENT TO ADJUST THE MUNICIPAL BOUNDARIES BETWEEN THE CITY OF LOGAN AND THE CITY OF NIBLEY (First Reading)

10. Council and Staff Reports

11. Adjourn to Closed Session to discuss the purchase of real property pursuant to Utah Code 52-4-205

Adjourn Meeting

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE, PLEASE CALL (435) 752-0431 AS SOON AS POSSIBLE BEFORE THE MEETING.

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



**Nibley City Council
Agenda Item Report for
June 29, 2017**

Agenda Item #5

Description	Discussion and Consideration of Resolution 17-09: A RESOLUTION GRANTING AN UNDERGROUND UTILITY EASEMENT (First Reading)
Department	Planning
Presenter	Stephen Nelson, City Planner
Applicant	Brandon Burtenshaw/Rocky Mountain Power
Financial Impact	The sale of a utility easement is traditionally assessed at half the value of the property in question. The amount of property in question is 700 square feet. Staff recommends that Mr. Burtenshaw pay fair market value for the easement.
Recommendation	Approve of the underground easement application and place reasonable conditions. Staff recommends that the Council waive the second reading of the resolution in order to allow Mr. Burtenshaw to continue with construction of his home.
Reviewed By	City Planner, Public Works Director, City Engineer, City Attorney, City Manager and Mayor

Background:

Brandon Burtenshaw has recently secured a building permit to build a home on parcel 03-068-0017 at 4500 Hollow Road. In order to connect the home to Rocky Mountain Power’s electrical system, Mr. Burtenshaw and Rocky Mountain Power have requested a 10’ underground utility easement through Nibley City property as shown below.



The reasons why they need the easement is because there is not sufficient land in front of the utility boxes between Mr. Burtenshaw’s property and Rocky Mountain Power’s power line. The most cost effective way for Mr. Burtenshaw to connect his home to the power line is to wrap the power line behind the utility boxes located on Nibley City’s property and route the line through Nibley City Property.

Nibley City code 7-4-3 reads as follows:

7-4-3 Franchise; Easement

- A. Provisions: The city council may grant to any person a franchise or easement on such terms and conditions as it deems reasonable, for the purpose of entering upon, constructing, building, operating and maintaining any business or for other use of the property of the city and the provisions of sections 7-4-1 and 7-4-2 of this chapter shall not apply to the extent such provisions are waived, qualified or made inapplicable to the rights or privileges granted in the franchise ordinance or easement.
- B. In Writing: Any franchise or easement granted by the city shall be in writing and any franchise or easement not in writing shall be void.

The conditions staff recommends the Council require are as follows:

- a. Mr. Burtenshaw shall pay _____ as consideration for the easement.
- b. Mr. Burtenshaw shall repair all Nibley City property after construction and return it to pre-construction conditions.
- c. Mr. Burtenshaw shall pay a security deposit of \$750.00 to Nibley City, which shall be returned to him no less than one year after the Nibley Public Works Director accepts the completion of repairs bringing Nibley City property to pre-construction conditions.
- d. All utilities in the easement shall be installed underground.
- e. Mr. Burtenshaw shall notify Cohn Smith of the utility construction schedule at least 72 hours prior to commencement of construction.
- f. Mr. Burtenshaw shall ensure that the Smith family has access to their property during construction.

This parcel is planned for future park space. With an easement at this location, it could prevent the City from putting in some improvements on the easement, such as buildings, parking lots, and trees. However, the easement is occupying a small percentage of the land and the City currently does not have any plans for that corner other than some landscaping.



Agenda Item # 5

Description	Conflict Disclosure and Selection of Mayor Pro-Tem for Item 7
Department	City Council
Presenter	Shaun Dustin, Mayor
Applicant	Shaun Dustin
Background	In compliance with the Municipal Officers and Employees Ethics Act, Mayor Dustin has filed a written disclosure with Nibley City disclosing his involvement as a partner in the Tin Rope subdivision, which is now being referred to as the Apple Creek Subdivision. In addition to the written disclosure, the Ethics Act requires elected officials with a conflict of interest to also announce the conflict of interest at the Council meeting before the item is addressed. Agenda item 7 on this agenda will address the Apple Creek Subdivision (formerly Tin Rope subdivision). The Ethics Act does not require Mayor Dustin to recuse himself from chairing the meeting while his item is addressed; however, Mayor Dustin has voluntarily chosen to recuse himself from chairing the meeting during that time. Therefore, a Mayor Pro-Tem will need to be selected to temporarily chair the meeting during item 7.
Recommendation	Receive the disclosure from Mayor Dustin and select a Mayor Pro-Tem.
Reviewed By	Mayor and City Manager

Agenda Item # 7

Description	Discussion and consideration of a final plat and development agreement for Apple Creek Subdivision (Formerly Tin Rope Subdivision), Phases 1 and 2, located at approximately 500 W and 3200 S
Department	Planning
Presenter	Stephen Nelson, City Planner
Applicant	Shaun Dustin
Findings	<p>The Plat received preliminary approval from the City Council on May 4, 2017</p> <p>The Plat received a recommendation of approval from the Planning Commission on June 21, 2017, with the following conditions:</p> <ol style="list-style-type: none"> 1) That the Conservation Land Acreage be noted on the plat. 2) That the Pedestrian ROW be shown as deeded to Nibley City. <p>The construction drawings are currently under review by Nibley Staff and the City Engineer. Staff has sent comments to the developer and the developer is working on addressing each comment. Nibley City Code states that construction drawings must be approved by the City Engineer.</p> <p>The Plat complies with Nibley Code and Design standard and is free of any major errors other than those listed in the two conditions above.</p> <p>All setback, lot sizes, frontages, and the number of lots comply with Nibley City Code 10-18-10 Dimensional Standards for Conservation Subdivisions.</p> <p>Nibley City Staff and the developer have a draft development agreement written that is also being presented to the City Council with the plat.</p>
Final Impact	There are several costs associated with new development and the higher impact that it puts on City infrastructure. However, these costs are offset by impact fees and other development fees.
Recommendation	Approve the plat and development agreement.
Reviewed By	City Planner, City Building Inspector, City Public Works Director, City Engineer, City Manager, and Nibley City Planning Commission, Attorney

Background:

The Apple Creek Subdivision (Formerly Tin Rope Subdivision) is a 35-lot, 20 acre proposed conservation subdivision located at approximately 3200 S and 500 W. The developer has submitted plats for Phases 1 and 2 with an updated name of Apple Creek Subdivision. The applicant, Shaun Dustin, is the Mayor of Nibley City and has filed the proper disclosure paperwork with the City as required by Nibley Code and State Law.

Total Gross Acres of Subdivided Land	20
Total Developable Acres	16.44
Total Conservation Land	3.32
Conservation Percentage	20%
Incentive Multiplier	18.75%
Total Lots allowed	38

Engineer and Staff Review

	R-2 Zoning/Conservation Subdivision with an 18.75% Density Bonus	Subdivision: Apple Creek
Min Lot Size	12,000	12,632.4
Average Lot Size	14,673	20,796.79
Frontage	100 ft.	All lots comply
Total Lots Allowed	38	35

Nibley City staff has reviewed the plat and construction drawings and the developer is currently updating the plat and plan to correct two minor items to completely meet Nibley City Code and Design Standards. The plat was approved by the Planning Commission on June 21, 2017 with two conditions.

- 1) That the Conservation Land Acreage be noted on the plat.
- 2) That the Pedestrian ROW be shown as deeded to Nibley City.

Other than these two minor items, Nibley City staff does not have any concerns with the plat. The developer will be turning in updated construction drawing for the development that will need to be approved by Nibley City's engineer.

Conservation Land

The developer has proposed 3.32 acres of Conservation Land. These areas are to serve as buffer zones and will be used to maintain some of the natural areas surrounding the canal, wetland, and tree stands. These lots are being proposed to be privately owned and to be used as open space, agricultural use, and natural landscape. Most of the Conservation Land is contained in Phase 1.

The Developer has submitted a Maintenance Plan as required by Nibley City Code 10-18-17. This plan outlines ownership, funding and another aspect of the maintenance and management of the conservation land within the subdivision and is required to be submitted with the final plat to be included as part of the development agreement.

The developer is proposing that all of the conservation land be tied to private lots and owned privately. All lots must comply with Nibley City Code 10-18-13 Use Regulation and 10-18-14 Conservation Land Design Standards.

Canal and Wetland

There are canals, ditches, wetlands and floodplain on the southern end of the subdivision. As the wetland is currently mapped, it takes up a large space on the south end of the subdivision. All of these features have been marked on the plat as required by Nibley City code. Staff does have some concerns about lot 35, since most of that lot is occupied by wetland, conservation land, and canals, making the buildable area very small. The developer is proposing to put the home in the back and put a driveway through the conservation land in front.

It is also important to note that lots 29 and 33-35 each have a 100-year floodplain designation on all or a portion of those lots. Nibley does not have a code prohibiting building in the 100-year floodplain. However, staff has required that the floodplain be listed on the plat.



Trails

There were several trails initially proposed on the subdivision. Most of those have been removed at the City Council's request. There are two remaining trails; the trail easement provided along the southern border of the property and the trail out of the south end of the cul-de-sac between lots 34 and 35. The developer has included a pedestrian ROW as required in Nibley City code 11-5-5 (E). The standards for the trail are as follows:

"The right-of-way shall consist of a minimum 5' sidewalk and a minimum 7.5' landscaped area on each side of the sidewalk. The Developer shall submit a compliant Landscaping Plan to the City for approval. The ROW shall be dedicated to the City upon completion and acceptance by the Public Works Director."

The cul-de-sac trail connects to the trail easement that runs along the southern border of the subdivision. This trail will connect to the City Center Trail and is being proposed in the new Trails Master Plan.

One trail that is lacking in the subdivision, which is being proposed in the new Trail Master Plan, is the City Center Trail, which would be located on the eastern border of the subdivision. However, the developer is proposing a 6' sidewalk easement along the front of all homes in the subdivision, beyond the normal sidewalk ROW, in order to bring the sidewalk farther off the road and to provide larger swales. The idea is that this will create more space for pedestrians

and will provide for better stormwater retention. The City Center Trail has not yet been adopted by the City, so the developer is under no obligation to include that trail.

Roads

The Transportation Master Plan calls for a local 60 ft. ROW to connect from 3200 S to 450 W on this parcel to create another North - South connection from 500 W to the South section of town. This plat proposes that connection and provides a 60 ft. ROW. The developer will also complete 450 W, along the southeast corner of the subdivision, which is currently a only built as a half road. The developer will also add improvements to 3200 S along the northern border of the subdivision. Unlike the master road plan, the proposed north-south roads through the subdivision go through three intersections and make four 90 degree turns. However, staff feels that the connection complies with the Transportation Master Plan. The full connection will not be completed until Phase 2.

There are two lots on 3200 S and the developer has agreed to have those lots face the interior of the subdivision. The proposed names of some of the roads have also been changed.

Stormwater and Utilities

The plat complies with Nibley City requirements for utilities within the subdivision. For stormwater, the developer has proposed a Low Impact Design (LID) option consisting of large roadside swales that will occupy the entire park strip and sidewalk area, with a 6' sidewalk easement that has been added adjacent to the public ROW in private property. This option will help maintain the rural look and feel of the area.

Agenda Item # 8

Description	Discussion and consideration of Ordinance 17-09: Canal Ordinance
Department	Planning
Presenter	Stephen Nelson, City Planner
Applicant	N/A
Financial Impact	There are costs for enforcing and reviewing compliance with ordinances.
Recommendation	Provide direction to staff on any changes and/or make a motion to approve the ordinance.
Reviewed By	City Planner, City Attorney, City Public Works Director, City Engineer, City Manager, Planning Commission and Mayor Also reviewed by the Blacksmith Fork Irrigation Company and the College Ward Irrigation Company

Background:

After the first review, the City Council asked staff to make a few changes to the proposed ordinance. Nibley City staff has made the proposed changes and has brought them before the City Council.

Easement vs. Right-of-Way

At the last meeting, the Council expressed some concern about the difference of Rights-of-Way and Easements as listed in the ordinance. Nibley City staff has added Sections 2 and 3 to help define them as they are used within this ordinance:

2. Rights-of-Way or Right-of-Way as used in this Ordinance shall refer to land dedicated to the City, for use by the public if the City chooses as open space, park space or trails; and for the use of the Conveyance company and City for conveying of irrigation and storm water and for the maintenance and repairs of the Conveyance or other infrastructure along the Conveyance. Typically, the underlying land will remain in private ownership and will be subject to the Right-of-Way and uses described in this paragraph.

3. Easement as used in this ordinance shall refer to legal and permanent access granted along an irrigation conveyance or canal on private land for the use of the canal company or City for conveying of irrigation and storm water and for the maintenance and repairs of the Conveyance or other infrastructure along the Conveyance.

Staff believes that with these definitions within the ordinance it will help clarify the exceptions of the code. Staff and the City Attorney have gone through the proposed ordinance to clean up language after the definition clarifications were added.

As part of this update, Nibley City staff has removed parts of Section 7 (what used to be 5) to no longer require an easements to be recorded on the plat for any land use change or a new permit issued for a property.

Section 5 Table:

Nibley City staff has also added a table to section 5 to make allow for easier reading of the requirements.

Capacity of Irrigation Conveyance	Required Right-of-Way Width
40' CFS or greater	30'
20'- less than 40'	20'
0'-less than 20'	15'
Piped	20'

Section 5 Concerns:

One of the main concerns about the new ordinance is that it would require developers to provide Rights-of-way along canals to the City according to the table mention above. This could possibly mean that a lot of space would be given to the City for maintenance.

Other options instead of requiring a right-of-way would be to encourage one in areas that we want by providing some incentives or less strict requirements. Below are some examples

“Developers who choose to establish deeded public rights-of-way along open canals and waterways shall be entitled to an increased (10%) density bonus.”

Or

“Developers must install trails along open water conveyance as required by the Nibley City Parks and Recreation or Transportation Master Plan”

Or

“If a new subdivision is providing open space or conservation space for a subdivision that has a water conveyance within the development, X% of that open space must be adjacent to the water conveyance.”

There could also be incentives to keep canals open for a developer and offer them a higher density if that open space is along an open canal. However, Irrigation Companies are within their right to pipe their canals.

How to Calculate Density for a subdivision when the subdivision is required to dedicate a public Right-of-Way

Canal Ordinance Recommendations Zoning Density Requirements:

Option 1: This would only give the benefit of increased zoning density to those who develop in a Conservation Subdivision, Cluster Subdivision or a PUD. Here is a draft:

E. Each new subdivision shall dedicate Rights-of-Way to the City along irrigation Conveyances. The company that is responsible for the maintenance of the Conveyance shall also have access to the Right-of-Way in order to render service or maintenance to the Conveyance

- (1) For subdivisions that require open space, public space, or conservation space; the dedicated right-of-way's acreage along irrigation conveyances shall count toward the development's total open space, public space or conservation space as required by zoning and subdivision code.

Pros: We already have existing code to calculate open space density bonus. It would also incentivize developers to develop open space within their subdivision above and beyond around the canal. Most subdivision might fall under this also.

Cons: Not every zone or lot would qualify for an open space type subdivision. Standard subdivisions would lose land that they currently do not have to provide to the City.

Option 2: Provide a calculation for how to calculate the density bonus for a standard subdivision or a subdivision that would not qualify to develop under an open space subdivision.

E. Each new subdivision shall dedicate Rights-of-Way to the City along irrigation Conveyances. Irrigation Conveyance Rights-of-Way will not count against zoning density requirements when preserved as an open channel or waterway. Subdivisions with a dedicated right-of-way shall use the calculation below to count density. The company that is responsible for the maintenance of the Conveyance shall also have access to the Right-of-Way in order to render service or maintenance to the Conveyance

- (1) For subdivisions that require open space, public space, or conservation space; the dedicated right-of-way's acreage along irrigation conveyances

shall count toward the development's total open space, public space or conservation space as required by zoning and subdividing code.

- (2) If the subdivision is not developing under a code that requires open space, public space, or conservation space, the developer may reduce the lot area and frontage normally required in the zone commensurate with the amount of area dedicated as trail right of way, as long as the following applies:
- i. All lots shall maintain the required setback areas.
 - ii. The subdivision must maintain the same density of lots per net developable area as is required by the zoning and in the table below. The net area shall include all land in the development, minus the dedicated right-of-way for the road cross section.

Zone	Lots Per Developable Acre
R-E	.5
R-1	1
R-1A	1.33
R-2	2
R-2A	3.11

All lots shall be rounded down to the nearest whole number.

Pros: Every development would benefit from these calculations. It would help provide incentives to leave canals open because the developer would be giving up less land.

Cons: More complicated. Making calculations fair across all zones. Each parcel is different.

Other items to consider: We should also add wording to state that, in industrial and commercial zones, that these ROW's can count toward total landscape requirements, such as the following:

(2) In industrial and commercial zones, the dedicated right-of-way acreage along irrigation conveyances, if landscaped, shall count towards the percentage of landscaped area as required by Nibley City code as approved by the Planning Commission.

Notes From Last Meeting with updated Sections Number:

The Nibley City Planning Commission, the Nibley Blacksmith Fork and College Irrigation companies and staff have been working on a proposed Canal Ordinance with the following goals:

- To help establish and/or clarify canal easement and setbacks in the City
- To codify aspects of the operating legal agreement the City has with the Blacksmith Fork Irrigation Company
- To protect the canal from being altered or obstructed without the consent of the canal company
- To further establish legal penalties and enforcement policies for those who alter a canal without permission
- To protect the rights of residents, irrigation companies, shareholders and Nibley City
- To create options for land use next to canals as land transitions from agricultural use to other uses
- To allow the City to continue to use canals for stormwater purposes.

Here are some highlights from the proposed code:

Section 5

Section 5 establishes that easements or rights-of-way shall be dedicated to the City with new subdivisions along canals. Each easement established shall be based on the size of the canal capacity. As the canal gets smaller, the easement required also shrinks in size. The easement alinement shall be agreed upon by the City and canal company with the developer.

Section 6

Section 6 primarily deals with establishing setbacks for canals. According to Nibley's operating agreement with the Nibley Blacksmith Fork Irrigation Company, there should be a 15 ft. setback from the top of the inside bank along both sides of open canals and 10 ft. from the centerline of both sides of a piped canal. However, the agreement also provides that this can be modified as if agreed to by the parties. Section 7 provides an option to submit to the canal company a plan to place items such as fences, bridges or other items closer to the canal with the canal company's permission.

Section 7

Section 7 requires that, when there is a change in land use, a formal easement be recorded.

Section 8

This section outlines different requirements and some conditions about Nibley's access to the Blacksmith Fork Irrigation Company's canals. A lot of this verbiage is taken directly from the City's legal agreement with the Blacksmith Fork Irrigation Company. One of the primary issues this section addresses is the construction of new stormwater inlet structures and the process for the City to gain permission for these new pieces of infrastructure.

Section 12

Section 12 outlines the conditions for approval for the use of a canal for stormwater conveyance. The nature of canals is that they sometimes decrease in capacity the further down system the water goes. This is because, when used for irrigation, water is drawn out of the canal and less capacity is necessary after that point. Stormwater systems are designed to increase in size the further down system water goes as the system gains more water from runoff. Therefore it is important that the City and canal company consider the size of a canal at its smallest point when considering if it can be used for stormwater overflow. It is also important that canal water is given priority above that of stormwater. Section 10 seeks to lay out conditions for the City and canal company to consider for conveying stormwater.

Section 14

Section 14 outlines an appeal process for any land use application that is denied by the City in reference to this ordinance.

Section 15-20

These sections are aimed at protecting the integrity of the canal and providing a real consequence for violations. Some of these items include putting things in the canal such as green waste, garbage, poles, and other items that could cause problems or clogs in the canal. It also outlines that residents are not allowed to alter the canal, its banks or even the hillside that the canal rests on without the canal company's permission.

Agenda Item # 9

Description	Discussion and consideration of Resolution 17-10: A RESOLUTION INDICATING THE INTENT TO ADJUST THE MUNICIPAL BOUNDARIES BETWEEN THE CITY OF LOGAN AND THE CITY OF NIBLEY (First Reading)
Department	City Council, Planning
Presenter	David Zook, City Manager
Financial Impact	<p>The current assessed value of the property to be moved from Logan to Nibley and from Nibley to Logan are each approximately \$5 million dollars. There is a 55-acre agricultural parcel that would come from Logan to Nibley that is expected to have a significantly increased assessed value once it is developed. Its owners are driving this transition due to their interest in developing in the near future.</p> <p>There will also be a financial impact due to a loss of sales tax revenue from retail stores on the parcels transitioning from Nibley to Logan. Sales tax revenue numbers are private and are protected by State law from disclosure. Staff is researching options for disclosing the financial impact related to sales tax revenue without violating State law or disclosing private business financial information.</p>
Recommendation	Make a motion to advance the resolution to its second reading.
Reviewed By	Mayor, City Manager, City Planner, City Attorney, City Public Works Director

Background:

Over the past several years, staff and elected officials from both Nibley and Logan Cities have been discussing options for straightening the common boundary the two cities share along US 89/91. Currently, the boundary line does not follow the highway and both cities have annexed property on both sides of the highway. Adjusting the shared boundary to match the highway alignment could simplify the provision of utility services and public safety services and would clarify where the boundary is for residents and businesses along the route.

In 2016, the owners of a 55-acre agricultural parcel in Logan City, on the east side of the highway, applied to Logan City for a rezone in an attempt to develop the property. Logan City

denied that request. One of the challenges related to developing that property while in Logan City is that Logan City does not have utility lines near the property. However, Nibley City utility lines are immediately adjacent to the property. The property owner of this parcel approached both cities and requested to have the shared city boundary adjusted to move the parcel into Nibley. Both cities considered that, because discussions had been ongoing for several years about realigning their shared boundary, this would be a good opportunity to not only move the 55-acre parcel from Logan to Nibley, but to also adjust the rest of the shared boundary to align with the highway.

The realignment that is proposed would move three parcels (one owner) from Nibley to Logan. All three of the parcels are parts of the shopping center that includes In Stock Flooring, The Valley Outlet Home Store, and Bullfrog Spas. That property is in the process of being purchased by a new owner. The new owner has been made aware of this change and is supportive of the change.

The realignment would also move 22 parcels (13 owners) from Logan into Nibley. Staff from Nibley and Logan have spoken with most of these property owners either directly or indirectly. Two of the residents may be against the move, but the rest of the owners contacted either did not share an opinion or were in support of the move.

Attached is a map, marked as Exhibit A, which shows the affected parcels in detail.

In order to proceed with the boundary line adjustment, there are several steps that must be taken. The first of which is the adoption of this resolution of intent.

Logan City's Municipal Council considered this resolution on June 20, 2017. At that meeting, their council raised questions related to UDOT traffic signalization plans along the corridor, as well as concerns about implementation of a planning study conducted years ago regarding the corridor and potential steps to maintain traffic flow and viewsapes along the corridor. Logan desires to have additional discussions both internally and with Nibley regarding those topics. Logan is expected to readdress this ordinance at their next meeting on July 18.

RESOLUTION 17-09

A RESOLUTION GRANTING AN UNDERGROUND UTILITY EASEMENT ON PARCEL
03-068-0021

WHEREAS, Rocky Mountain Power has requested a 10-foot wide and 70-foot long underground utility easement on Nibley City property, parcel number 03-068-0021; and

WHEREAS, Nibley City code 7-4-3 gives the Nibley City Council authority to grant easements with reasonable conditions; and

WHEREAS, Mr. Brandon Burtenshaw owns the parcel adjacent to Nibley City's parcel and is constructing a home on his parcel, which requires utility connections, and

WHEREAS, Mr. Burtenshaw's most cost effective method to connect to Rocky Mountain Power's electrical utility system would be to through an underground utility easement across property owned by Nibley City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF NIBLEY CITY, STATE OF UTAH, AS FOLLOWS:

1. Nibley City grants the requested underground utility easement to Rocky Mountain Power and Brandon Burtenshaw, as described in the attached letter, with the following conditions:
 - a. Mr. Burtenshaw shall pay _____ as consideration for the easement.
 - b. Mr. Burtenshaw shall repair all Nibley City property after construction and return it to pre-construction conditions.
 - c. Mr. Burtenshaw shall pay a security deposit of \$750.00 to Nibley City, which shall be returned to him no less than one year after the Nibley Public Works Director accepts the completion of repairs bringing Nibley City property to pre-construction conditions.
 - d. All utilities in the easement shall be installed underground.
 - e. Mr. Burtenshaw shall notify Cohn Smith of the utility construction schedule at least 72 hours prior to commencement of construction.
 - f. Mr. Burtenshaw shall ensure that the Smith family has access to their property during construction.

Dated this 29th day of June, 2017

Shaun Dustin, Mayor

ATTEST

David Zook, City Recorder

REV05042015

Return to:

Rocky Mountain Power
Lisa Louder/Jim Knight
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Brandon Burtenshaw

WO#: 6320582

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, NIBLEY CITY ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 70 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Cache** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A** attached hereto and by this reference made a part hereof:

Legal Description: BEG N89°51'10"W 2200.75 FT & N0°13'36"W 13.1 FT FROM E/4 COR SEC 34 T 11N R 1E & TH N0°11'09"E 206.94 FT TH N89°49'16"W 340.48 FT TH S79°58'39"W 99.05 FT TO E LN OF HOLLOW ROAD TH ALG CURVE IN 3 COURSES: N9°57'18"W 16.0 FT TH TH NW'LY 240.28 FT ALG A 550.0 FT RADIUS CURVE TO LEFT (LC BEARS N 22°28'12" W 238.37 FT) N34°12'19"W 4.58 FT TH S88°18'17"E 585.33 FT LEAVING SD ROAD TO CL OF NIBLEY BLACKSMITH FORK IRRIG CO CANAL TH ALG CL OF CANAL IN 2 COURSES: N6°49'52"W 76.86 FT TH N23°28'26"W 144.69 FT TH S87°00'09"E 567.95 FT TH S1°15'37"E 590.4 FT TH S89°48'34"W 201.62 FT TH S89°44'13"W 363.06 FT TO BEG CONT 10.00 AC M/L RESERVING TO GRANTOR ACCESS ACROSS SD PROPERTY (SEE 1166/207)

Assessor Parcel No.

03-068-0021

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes

not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Property Description

Section: 34 Township 11 N, Range 1 E, Salt Lake Base and Meridian

County: Cache State: Utah

Parcel Number: 03-068-0021



CC#: 11506 WO#: 6320582

Landowner Name: NIBLEY CITY

Drawn by: jk

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

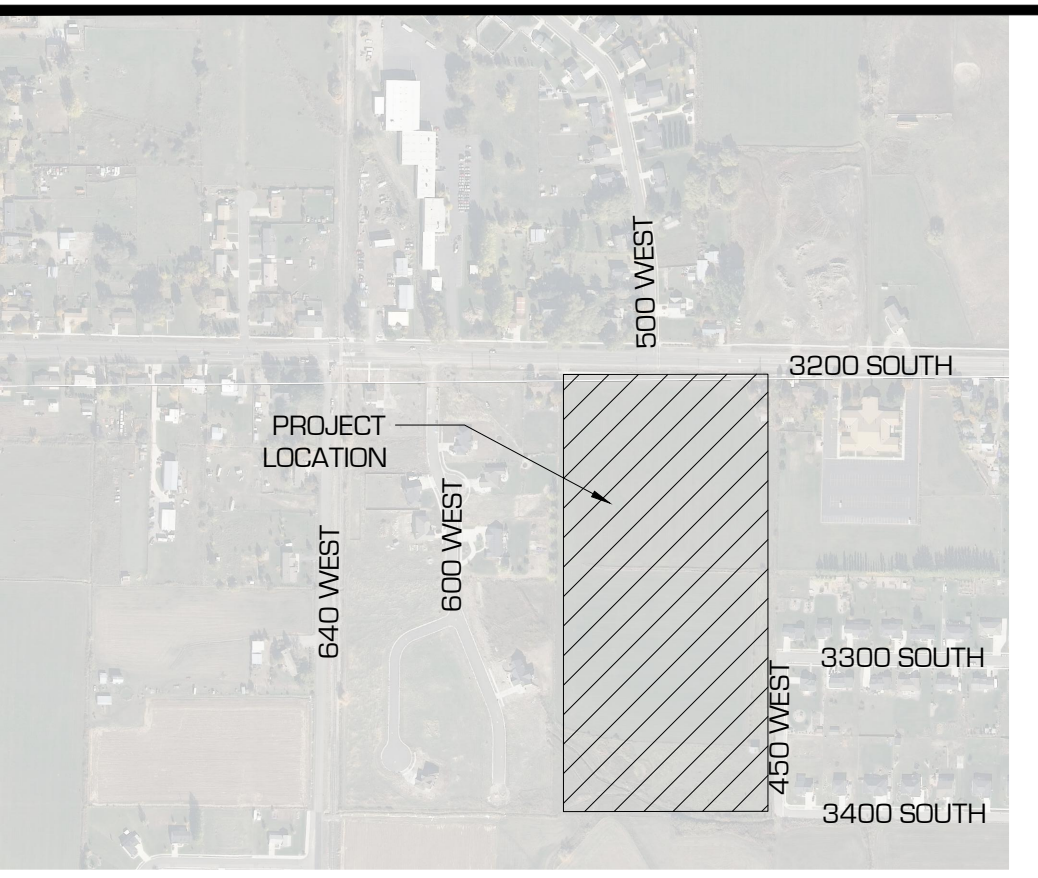
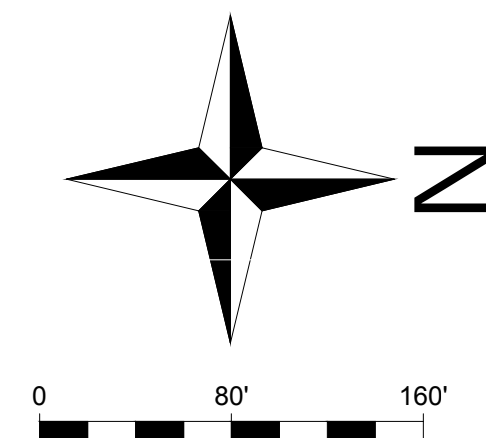
EXHIBIT A



SCALE: NONE

APPLE CREEK SUBDIVISION, PHASE 2

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN



VICINITY MAP

N.T.S.

Curve Table

Curve #	Length	Radius	Delta	Chord Length	Chord Bearing
C1	79.122	130.000	034°52'19"	77.91'	S66°05'25"E
C2	20.000	130.000	008°48'53"	19.98'	S44°14'49"E
C3	75.517	130.000	033°16'59"	74.46'	N23°11'53"W
C4	17.259	130.000	007°36'23"	17.25'	N02°45'12"W
C5	144.653	100.000	082°52'47"	132.37'	N40°23'24"W
C6	109.995	70.000	090°01'55"	99.02'	N43°57'58"W
C7	12.609	70.000	010°19'14"	12.59'	S83°49'18"E
C8	17.913	20.000	051°19'01"	17.32'	S24°41'37"E
C9	101.050	60.000	096°29'43"	89.52'	S02°06'16"E

Line Table

Line #	Length	Direction
L1	18.00	N00° 50' 50"E
L2	125.42	S88° 54' 08"E
L3	97.50	N01° 02' 16"E
L4	82.25	N41° 20' 45"E
L5	60.00	S00° 57' 53"W
L6	113.58	S43° 51' 24"E
L7	6.00	S89° 07' 41"E
L8	313.87	N00° 57' 57"E
L9	86.00	N89° 02' 03"W
L10	233.31	S00° 58' 55"W

BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 11 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN AND A PART OF LOTS 8 & 9 OF THE MILLVILLE WEST FILED SURVEY

BEGINNING AT THE NORTH-EAST CORNER OF SAID LOT 9 AND RUNNING THENCE SOUTH 00°57'57" WEST 597.34 FEET ALONG THE EAST LINE OF SAID LOT 8 & 9 TO THE NORTH-WEST CORNER OF ANDERSON ESTATES PHASE 1 UNIT 1; THENCE SOUTH 00°57'57" WEST [SOUTH 00°08'18" WEST BY RECORD] 728.29 FEET TO THE SOUTH-WEST CORNER OF ANDERSON ESTATES PHASE 3 AND THE SOUTH-EAST CORNER OF SAID LOT 8; THENCE NORTH 89°05'23" WEST 23.00 FEET ALONG THE SOUTH LINE OF SAID LOT 8; THENCE ALONG THE EASTERN BOUNDARY OF APPLE CREEK SUBDIVISION PHASE 1 THE FOLLOWING NINE COURSES:
 1. THENCE NORTH 43°51'24" WEST 294.65 FEET;
 2. THENCE NORTHERLY 101.05 FEET ALONG A CURVE CONCAVE TO THE WEST WITH A RADIUS OF 60 FEET AND A LONG CHORD BEARING NORTH 02°52'16" WEST 98.52 FEET;
 3. THENCE NORTHERLY 17.31 FEET ALONG A CURVE CONCAVE TO THE EAST WITH A RADIUS OF 20 FEET AND A LONG BEARING NORTH 24°41'37" WEST 17.32 FEET;
 4. THENCE NORTH 00°57'53" EAST 201.25 FEET;
 5. THENCE NORTH 88°58'55" WEST 89.78 FEET;
 6. THENCE NORTH 01°01'05" EAST 603.50 FEET;
 7. THENCE SOUTH 88°58'55" EAST 64.99 FEET;
 8. THENCE EASTERLY 12.61 FEET ALONG A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 70.00 FEET AND A LONG BEARING SOUTH 83°49'18" EAST 12.59 FEET;
 9. THENCE SOUTH 00°57'57" WEST 208.62 FEET TO THE NORTH LINE OF LOT 1 APPLE CREEK SUBDIVISION; THENCE SOUTH 88°54'08" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF 3200 SOUTH STREET 251.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.09 ACRES, MORE OR LESS.

ROCKY MOUNTAIN POWER NOTE:

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

QUESTAR GAS NOTE:
 QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDED BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT-OF-WAY DEPARTMENT AT 1-800-366-8532.

ENGINEER
 MICHAEL TAYLOR
 CIVIL SOLUTIONS GROUP, INC.
 540 W GOLF COURSE RD SUITE B1
 PROVIDENCE, UT 84322
 435.213.3762

SURVEYOR
 CLINT HANSEN
 ADVANCED LAND SURVEYING
 1770 RESEARCH PARK WAY #111
 LOGAN, UT 84341
 435.770.1585

OWNER/DEVELOPER
 SHAUN DUSTIN
 169 W 3300 S
 LOGAN UT 84321-6796
 435.770.0147

AGRICULTURAL NOTE:
 THIS PROPERTY IS LOCATED IN THE VICINITY OF PROPERTY THAT IS USED FOR AGRICULTURAL PURPOSES. IT MAY BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY OR MAY NOT IN THE FUTURE BE CONDUCTED IN THIS AREA AND THAT SUCH USES ARE PREVIOUSLY EXISTING USES.

AGRICULTURAL USES AND SITUATIONS MUST BE SOUND AGRICULTURAL PRACTICES AND NOT BEAR A DIRECT THREAT TO THE PUBLIC HEALTH AND SAFETY.

LOT ADDRESS TABLE:

LOT	ADDRESS
2	472
3	3226
4	3238
5	3250
6	3262
7	3274
8	3286
9	3297
10	3275
11	3263
12	3251
13	3239
14	3227
31	3320
32	460
33	470

FINISHED FLOOR ELEVATION PER GROUNDWATER STUDY

LOT	FINISH FLOOR ELEVATION
2	4541.50
3	4543.00
4	4543.00
5	4543.50
6	4544.00
7	4545.00
8	4545.50
9	4544.00
10	4543.50
11	4543.00
12	4542.50
13	4542.00
14	4541.50
31	4545.50
32	4546.00
33	4546.25

NOTE 1: MINIMUM FINISHED FLOOR ELEVATIONS ARE DERIVED FROM GROUNDWATER ELEVATIONS OBSERVED IN TEST PITS COMPLETED AND OGGED ON 4/13/2017 BY DUSTIN ENGINEERS, LLC AND AS DOCUMENTED IN THE FINISHED FLOOR ELEVATION REPORT. ELEVATIONS MUST BE APPLIED IN THE CONTEXT OF THE REPORT OR THEY ARE INVALID.

NOTE 2: ELEVATION ARE CALCULATED BY EXTRAPOLATING GROUNDWATER ELEVATIONS FROM FIVE TEST PITS, AND ADDING 2.0 FEET TO OBSERVED AND EXTRAPOLATED ELEVATIONS FOR EACH BUILDING LOT.

NOTE 3: IT IS THE RESPONSIBILITY OF THE BUILDER TO VERIFY AND VALIDATE LOCAL CONDITIONS INCLUDING THE SPECIFIC GROUNDWATER DEPTH AT EACH LOT AND PROVIDE THE MITIGATION NECESSARY TO PROTECT THE STRUCTURE FROM GROUNDWATER INTRUSION.

NOTE 4: BUILDERS MAY REQUEST A DIFFERENT FINISHED FLOOR MINIMUM ELEVATION BASED ON A SITE SPECIFIC REPORT SEALED BY A PROFESSIONAL ENGINEER OR GEOLOGIST LICENSED IN THE STATE OF UTAH. THE REPORT SHALL DEMONSTRATE TO THE SATISFACTION OF THE CITY ENGINEER THAT THE PROPOSED LIMIT COMPLIES WITH THE INTENT OF CITY CODE FOR MITIGATION OF GROUNDWATER INTRUSION. SUCH CRITERIA MAY BE SATISFIED BY IMPLEMENTATION OF APPROPRIATE GROUNDWATER MITIGATION STRATEGIES INCLUDING FOUNDATION DRAINS, Dewatering PUMPS, AND OTHER ACTIVE AND PASSIVE ENGINEERING PRACTICES.

NOTE 5: GROUNDWATER ELEVATIONS PROVIDING THE BASIS FOR THIS TABLE ARE BASED ON OBSERVABLE CONDITIONS AT THE SITE ON THE DATE OF THE OBSERVATIONS. THESE MINIMUM FLOOR ELEVATIONS ARE SUBJECT TO REVISIONS AS A FUNCTION OF GROUNDWATER CONDITIONS WHICH CAN BE IMPACTED BY FACTORS RANGING FROM CHANGES IN LAND USE AND AGRICULTURAL PRACTICES TO CLIMATE CHANGE, LANDSCAPE IRRIGATION, AND OTHER FACTORS OUTSIDE THE SCOPE OR CONTROL OF THE CITY OR DUSTIN ENGINEERS. BUILDERS AND DEVELOPERS ARE THEREFORE RESPONSIBLE FOR IMPLEMENTING BEST PRACTICES AS REQUIRED TO ACCOMMODATE FUTURE CHANGES IN GROUNDWATER ELEVATIONS AT EACH LOT.

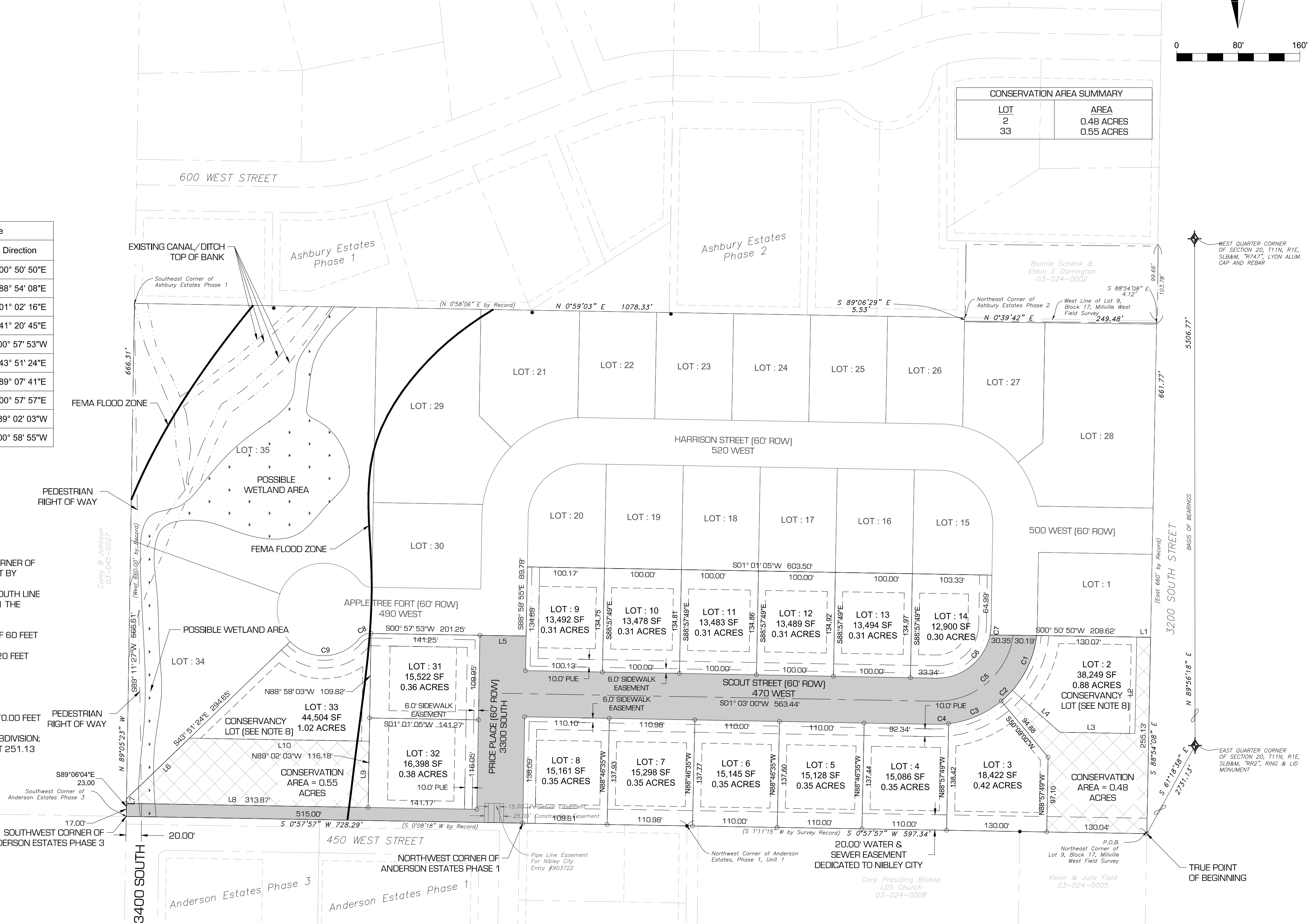
*ELEVATIONS SHOWN ARE TIED TO NATIONAL GEODETIC SURVEY BENCHMARK #MRO450 WITH ELEVATION 4783.47, NAVD83 DATUM.

*NIBLEY CITY MONUMENT KNOWN ELEVATION=4543.58, MEASURED ELEVATION = 4543.30.

PREPARED: May 20, 2017

CONSERVATION AREA SUMMARY

LOT	AREA
2	0.48 ACRES
33	0.55 ACRES



SURVEYOR'S CERTIFICATE

I, CLINTON G. HANSEN, A REGISTERED LAND SURVEYOR, HOLD CERTIFICATE NO. 7881387 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND DO HEREBY CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT, WHICH IS ACCURATELY DESCRIBED THEREWITH, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

APPLE CREEK SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

CLINTON G. HANSEN, PLS. DATE
 LS#7881387

OWNER'S DEDICATION

KNOW ALL BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER BE KNOWN AS APPLE CREEK SUBDIVISION, PHASE 2, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND DO WARRANT, DEFEND AND SAVE THE MUNICIPALITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE MUNICIPALITY'S USE, OPERATION AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN, WITH THE SAME WARRANTY AS GIVEN FOR OTHER DEDICATED PROPERTY.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR SIGNATURES THIS ____ DAY OF _____ 2017.

SHAUN DUSTIN, MANAGING MEMBER
 TIN ROPE, LLC

ACKNOWLEDGEMENT

STATE OF UTAH)
 COUNTY OF CACHE)

ON THE ____ DAY OF _____ A.D., 20____, PERSONALLY APPEARED BEFORE ME, SHAUN DUSTIN, WHO ACKNOWLEDGED TO ME THAT THEY ARE THE OWNER AND MANAGING MEMBER OF TIN ROPE LLC, THAT THEY SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR AND IN BEHALF OF THE CORPORATION FOR THE PURPOSES THEREIN MENTIONED AND THAT THE CORPORATION EXECUTED THE SAME.

RESIDING AT: _____
 MY COMMISSION EXPIRES: _____

NOTES:

- NO STRUCTURES MAY BE BUILT WITHIN ANY PUBLIC UTILITY EASEMENT, EXCEPT AS APPROVED BY THE CITY ENGINEER.
- ALL EXPENSES INVOLVING THE NECESSARY IMPROVEMENTS OR EXTENSIONS FOR SANITARY SEWER SYSTEMS, GAS SERVICE, ELECTRICAL SERVICE, GRADING AND LANDSCAPING, STORM DRAIN SYSTEMS, CURBS AND GUTTERS, FIRE HYDRANTS, PAVEMENT, SIDEWALKS, STREET LIGHTING AND SIGNING, AND OTHER IMPROVEMENTS SHALL BE FINANCED BY SUBDIVIDER.
- SETBACKS ARE NOT SHOWN. ALL BUILDINGS SHALL BE SUBJECT TO SETBACKS REQUIRED BY CITY CODES IN EFFECT WHEN PERMITS ARE ISSUED.
- 10' PUBLIC UTILITY EASEMENTS SHALL START AT THE EDGE OF THE SIDEWALK EASEMENT.
- THIS PROPERTY IS LOCATED IN THE VICINITY OF PROPERTY THAT IS USED FOR AGRICULTURAL PURPOSES. IT MAY BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY OR MAY NOT IN THE FUTURE BE CONDUCTED IN THIS AREA AND THAT SUCH USES ARE PREVIOUSLY EXISTING USES. AGRICULTURAL USES AND SITUATIONS MUST BE SOUND AGRICULTURAL PRACTICES AND NOT BEAR A DIRECT THREAT TO THE PUBLIC HEALTH AND SAFETY.
- AREAS IN THE NIBLEY CITY HAVE GROUNDWATER PROBLEMS DUE TO THE VARYING DEPTHS OF A FLUCTUATING WATER TABLE. THE CITY'S APPROVAL OF A BUILDING PERMIT OR CONSTRUCTION PLANS DOES NOT CONSTITUTE A REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION OR LOCATION WILL SOLVE SUBSURFACE OR GROUNDWATER PROBLEMS. IN ADDITION, CONCERNS FOR BUILDING ELEVATION AND/OR GRADING AND DRAINAGE ARE UNIQUE TO EACH BUILDING LOT AND SITE. RESPONSIBILITY FOR THESE STATED CONCERNS, AND ALL OTHER SUCH CONCERNS RELATED TO A LOT OR OTHER BUILDING SITE, REMAINS SOLELY WITH THE BUILDING PERMIT APPLICANT, PROPERTY OWNER AND/OR CONTRACTOR. NIBLEY CITY IS NOT RESPONSIBLE FOR ANY SUBSURFACE OR GROUNDWATER PROBLEMS WHICH MAY OCCUR, NOR FOR OTHER SUCH CONCERNS, INCLUDING, BUT NOT LIMITED TO, BUILDING LOCATION AND/OR ELEVATION, SITE GRADING AND DRAINAGE.
- A 6' SIDEWALK EASEMENT IS INCLUDED ON BOTH SIDE OF THE DEDICATED RIGHT OF WAY FOR INSTALLATION AND MAINTENANCE OF THE SIDEWALK.
- LOTS 2 AND 33 ARE CONSERVANCY LOTS AND ARE BUILDABLE LOTS. STRUCTURES MUST FIT WITHIN APPLICABLE SETBACKS IN THE NON-CONSERVATION EASEMENT AREA. THESE LOTS ARE SUBJECT TO OPEN SPACE DESIGNATION AS STATED ON THIS PLAT AND THE APPLE CREEK SUBDIVISION CONSERVATION SUBDIVISION LAND MAINTENANCE PLAN.
- ALL DRIVEWAYS SHALL BE LIMITED TO A MAXIMUM WIDTH OF 30'.
- STREET TREES MUST BE INSTALLED PER REQUIREMENTS OF NIBLEY CITY CODE BEFORE A BUILDING PERMIT WILL BE ISSUED.
- POSSIBLE WETLAND AREAS SHOWN WERE ESTABLISHED FROM DATA OBTAINED FROM THE NATIONAL WETLANDS INVENTORY.
- FEMA FLOOD ZONE AREAS SHOWN WERE ESTABLISHED FROM DATA OBTAINED FROM THE FEMA FLOOD MAPPING SERVICE.
- EXISTING TOP OF BANK DITCH LINES ARE SHOWN FOR REFERENCE ONLY. POSSIBLE EXISTING USE AND ACCESS EASEMENTS MAY EXIST ON RECORD.
- SETBACKS ARE:
 FRONT: 30'
 REAR: 25'
 SIDES: 10'
- ALL PEDESTRIAN RIGHTS OF WAY SHOWN ON PLAT ARE HEREBY DEDICATED TO NIBLEY CITY.

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

LEGEND

- BOUNDARY
- CENTERLINE
- SIDEWALK EASEMENT
- PUBLIC UTILITY EASEMENT
- PROPERTY CORNER SET
- PROPERTY CORNER FOUND
- CONSERVATION AREA
- RIGHT OF WAY DEDICATION AREA
- SETBACK LINE

UTILITY COMPANY APPROVALS

CENTURYLINK	DATE
ROCKY MOUNTAIN POWER	DATE
QUESTAR GAS	DATE
COMCAST CABLE CO.	DATE

ATTORNEY APPROVAL

APPROVED AS TO FORM THIS ____ DAY OF _____, 2017.

CITY ATTORNEY DATE

PLANNING COMMISSION APPROVAL AND ACCEPTANCE

PRESENTED TO THE NIBLEY CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2017, AT WHICH TIME THIS SUBDIVISION WAS RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL.

PLANNING COMMISSION CHAIR DATE

CITY COUNCIL APPROVAL AND ACCEPTANCE

PRESENTED TO THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____, 2017, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

NIBLEY CITY MAYOR DATE

ENGINEER'S CERTIFICATE

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

CITY ENGINEER DATE

COUNTY RECORDERS NO.

STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST OF _____

DATE: _____ TIME: _____ FEE: _____

ABSTRACTED _____

INDEX _____

FILED IN: FILE OF PLATS _____ COUNTY RECORDER _____

**NIBLEY CITY
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”), entered into this ____ day of _____, 20____, between Shaun Dustin, hereinafter referred to as “Developer” and Nibley City, here in after referred to as “City”, and

WHEREAS, Apple Creek Phase 1 _____, hereinafter referred to as “the Development” has been approved for construction; and

WHEREAS, plans for the Development are on file with Nibley City and are incorporated by reference herein; and

WHEREAS, it is necessary for the interest of the public welfare that improvements made be constructed in accordance with the specifications set forth in said plans and as provided by Nibley City ordinances and Design Standards; and

WHEREAS, Developer desires to record a final plat of the Development in order to obtain building permits and construct structures after the necessary infrastructure is installed, approved and accepted; and

WHEREAS, in accordance with said Nibley City ordinances, including Section 11-5 of the Nibley City Code, the Developer is required to furnish security for the completion of all improvements or complete all improvements prior to recording a final plat.

NOW THEREFORE, to induce Nibley City to approve said plans and allow use of city-owned utilities and access and/or other improvements, 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.

Developer hereby acknowledges that Developer has read the Subdivision Ordinance (or that an agent of Developer has), and that Developer understands the provisions of the Subdivision Ordinance and that Developer will fully and completely comply with the provisions and requirements therein contained.

2. In accordance with Nibley City Code Section 11-6-6, Developer shall tender to Nibley City an Improvement Bond in the amount of \$640,291.37. In the event that Developer shall fail or neglect to fulfill the obligations under this Agreement, Nibley City shall have the right to construct or cause to be constructed said streets and other improvements as shown on said plans as required by Nibley City ordinances and Design Standards, and upon completion of said improvements Developer, as secured, shall be liable to pay to, and indemnify Nibley City for, the final total cost incurred by Nibley City, including but not limited to, engineering, legal

and contingent costs, together with any damages which Nibley City may sustain on account of the failure of Developer to carry out and execute all of the provisions of this Agreement which said sums are secured by the Improvement Bond.

3. Developer shall supply the City with water rights or shares as set forth in Nibley City Code Section 11-5-2 for the Development, as follows: 34.2 Acre-ft. of water shares from Black Smith Fork Irrigation Company or an equivalent amount of acre feet from another irrigation company located in Nibley City. Developer shall provide said shares to the City before the commencement of construction.

4. Developer shall provide the following trails as part of the Development:

a. Developer shall dedicate the real property in the Development identified and shown on the approved plat as Sidewalk Easement or Pedestrian Right-of-Way and shall install suitable fencing along the boundaries of the foregoing easements such that livestock maintained in the subdivided lots of the Development may not encroach upon the easements. At such time as the City decides to develop the trails within the foregoing easements, the City shall be responsible for implementing any improvements within the easement areas.

b. Developer shall dedicate a Pedestrian Right-of-Way that is 20 feet wide and centered on the boundary between lots 34 and 35 of the Development as required by Nibley City Code Section 11-5-5(E) and as shown on the approved plat and shall construct the sidewalk and landscaping as required by Nibley City Code Section 11-5-5(E) for the Right-of-Way.

5. Conservation Land in the Development and indicated on the approved plat shall be managed and maintained as outlined in the attached Conservation Space Maintenance Plan which is incorporated herein as Exhibit "A."

6. Developer shall ensure that Street Trees are planted and maintained in the Development in accordance with Nibley City Code Chapter 7-6 and the attached Street Trees Plan which is incorporated herein as Exhibit "B."

7. Each Conservation Lot, at the private owners own expenses, may connect to secondary water or construct access to secondary water. The City shall lease back to the owners of the secondary system such shares as may be needed to support the secondary system. The property owner shall provide the City with engineered calculations demonstrating the amount of shares they require to support the secondary system. The cost of the lease will be limited to actual costs associated with maintaining the shares, plus a reasonable administrative fee according to Nibley City Code 11-5-2.

8. All Conservation Land in the Development shall be privately owned as part of the Conservancy Lot within which the Conservation Land lies as indicated on the approved plat and shall be developed and maintained by the owner of the Conservancy Lot in compliance with the Nibley City Code Chapter 10-18.

9. Developer shall safe guard proposed LID measures against unauthorized alteration by adjacent property owners and that maintenance standards that meet the Nibley City Design Standards and which are approved by the City prior to recording of the mylar.

10. 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; provided, however that this Agreement cannot be assigned, transferred or conveyed by either party, without the express, written consent of the other party.

11. In the event that either of the parties to this Agreement shall be in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney's fees, court costs and other related costs and expenses incurred by the non-defaulting or non-breaching party in pursuing its rights hereunder or under the laws of the State of Utah.

12. 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 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.

13. Developer shall provide a Warranty Bond in the sum equal to ten percent (10%), a total of \$57,559.15, of the estimated costs of all improvements installed in the Development as estimated by the City Engineer for the period of Developer's warranty on the improvements in the Development. Security in amounts more than 10% may be required by the City Manager if it is deemed appropriate and necessary. The Warranty Bond shall meet all the criteria outlined in Nibley City Code Chapter 11-6.

14. 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.

15. 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; provided, however, that this Agreement cannot be assigned, transferred or conveyed by either party, without the express, written consent of the other party.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

NIBLEY CITY

DEVELOPER

By: DAVID N. ZOOK
Its: City Manager

By: SHAUN DUSTIN

STATE OF UTAH)
 : ss
County of Cache)

On this ____ day of _____, 2017, personally appeared before me DAVID N. ZOOK, 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 _____, 2017, personally appeared before me, SHAUN DUSTIN, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

J:\MPJ\Cities\Nibley\01 - Subdivisions\Apple Creek Ph 1\Development Agreement Draft Apple
Creek Ph 1.2.docx
N-6512.P

DRAFT

EXHIBIT “A”
CONSERVATION SPACE MAINTENANCE PLAN

The Conservation Lands are set aside to accomplish specific objectives and are regulated and maintained as follows:

Northwest Conservation Land, Lot 28

- Use: Green space/view scape.
Compliance: Nibley City Code Section 10-18-1 E, G, N.
Eliminates lot that would otherwise legally access from 3200 S (E), lot size variety (G) Creates view scape (N),
Management plan: Managed by the owner of Lot 28.
Deed restrictions:
- i. No access from 3200 S.
 - ii. No privacy or opaque fence around conservation area.
 - iii. If conservation area is used for gardening or agricultural use, barns and sheds consistent with use and underlying zoning are permitted subject to approval through City permit process.
 - iv. Land shall not be paved or used for non-agricultural commercial activity or storage.
 - v. All land use shall comply with Nibley City Code Section 10-18-13 Use Regulations

Northeast Conservation Land, Lot 1

- Use: Green space/view scape/Tree stand.
Compliance: Nibley City Code Section 10-18-1 B, D, E, G, N.
Tree stand and farmstead preservation (D,B), eliminates lot that would otherwise legally access from 3200 S (E), lot size variety (G) Creates view scape (N),
Management plan: Managed by the owner of Lot 1.
Deed restrictions:
- i. No access permitted from 3200 S
 - ii. Tree stand shall be managed and preserved after cleanup. Tree stand will be thinned and pruned prior to occupancy. Trees shall be marked for removal by the City Arborist
 - iii. Dangerous structures will be removed.
 - iv. No privacy fences or opaque fence around conservation area.
 - v. If conservation area is used for gardening or agricultural use, barns and sheds consistent with use and underlying zoning are permitted subject to approval through City permit process.
 - vi. Land shall not be paved or used for non-agricultural commercial activity or storage.

- vii. All land use shall comply with Nibley City Code Section 10-18-13 Use Regulations

South Conservation Land (Wetlands and Trails), Lots 29, 34, 35

- Use: Green space/view scape/agriculture.
- Compliance: Nibley City Code 10-18-1 B, C, D, E, F, G, H, I J, K, L, M, N.
Trail easement on South property line to facilitate development of 20' trail section across south end of parcel, steep slopes, preserves springs, preserves perennial stream, variety of lot sizes from 0.25-2 acres, preserves pasture as pasture, preserves view scapes, preserves traditional uses, preserves agricultural uses
- Management plan: All wetland and agricultural uses within the Conservation Land shall be managed by the owners of Lots 29, 34, 35 respectively, and Nibley City shall manage the area within the Pedestrian Rights-of-Way.
- Deed restrictions:
- i. No privacy fences or opaque fence around conservation area.
 - ii. Wetland management will be governed by federal and state statute
 - iii. If conservation area is used for gardening or agricultural use, barns and sheds consistent with use and underlying zoning are permitted subject to approval through City permit process.
 - iv. A paved access drives up to 20' wide shall be permitted to provide access to an upper section of Lot 35. Barns or other permitted structures may be provided with concrete or asphalt approaches consistent with uses permitted for conservation lots under the terms of this agreement and City Code in effect at the time of the approval of the subdivision. Otherwise, the land shall not be paved or used for non-agricultural commercial activity or storage.
 - v. All land use shall comply with Nibley City Code Section 10-18-13 Use Regulations

In the event the person or entity identified above as having responsibility to maintain the Conservation Land and the common facilities, if any, or any successor organization thereto, fails to maintain all or any portion thereof in reasonable order and condition, Nibley City may assume responsibility, as a right but not an obligation, for the maintenance thereof, in which case any escrow funds that have been deposited in accordance with the Nibley City Code may be forfeited and any permits may be revoked or suspended by Nibley City. Nibley City may enter any of the Conservation Lands within the Development and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the owner of the Conservancy Lot and may include administrative costs and penalties. Such costs shall become a lien on the Conservancy Lot. Notice of such lien may be filed by the city in the county recorder's office.

EXHIBIT “B”
STREET TREE PLAN

Nibley City requires a Street Tree Plan in conjunction with submittal of the Plat. The ordinance is clear on caliper requirements for trees, that trees need to be provided at min. 50-foot intervals and that trees need to be approved by the City Arborist (Rod Elwood at the time of this writing). Mr. Elwood provided the following list of trees that would be acceptable for the application: Crabapple, Honey Locust, Linden (Green Spire), Burr Oak, and male Box Elder. He also suggested that trees be offset from the centerline of the swales.

The ordinance does not specify when the trees must be purchased and planted, and as of the time of this writing, no clear precedent has been set for residential subdivisions. Conversation with City Planner Stephen Nelson and Rod Elwood on 6/13/2017 further clarified the intent of the ordinance excludes a 30 foot assumed driveway width from the spacing requirement, so that for a lot with 110 feet of frontage, the calculation would be as follows: $110 \text{ ft} - 30 \text{ ft} = 80 \text{ ft}$; two trees required.

If the trees are planted prior to recording the plat, trees fronting unbuilt lots may not be maintained; the ordinance requires planting the trees, but not maintaining them. If trees are not maintained, they may die and become a blight. This agreement mitigates that concern by shifting the planting time from the plat approval to the completion and occupancy of the residence on the site.

The requirement will be satisfied for the subdivision as follows:

- 1) Street Trees shall be planted as alternating Crabapple and Burr Oak in 1.5” caliper per City standards.
- 2) Street Trees shall be planted at maximum 50 ft intervals, excluding max. 30’ paved driveway apron on each lot. Trees shall be spaced evenly between driveways.
- 3) It is anticipated that all lots in the Development will be sold to a builder, and Developer may contract with the builder at the time of the sale of any lot such that Developer’s obligation to purchase and plant Street Trees under Nibley City Code Section 7-6-2 is performed by the builder or owner of the lot prior to the City’s granting of a Certificate of Occupancy for the lot.
- 4) Planting and maintenance shall be per Nibley City specifications and industry best practices.
- 5) Street Trees shall be maintained by the owner of the lot where the Street Trees are planted, including watering.
- 6) Street Trees shall be warranted by the builder who plants them for a period of 1 year from date of initial planting. Warrantee shall include removal and replacement of dead or diseased trees with trees that comply with City standards. Nibley City Arborist shall be the sole determinant of the need to replace a tree within the warrantee period. Failure to consult the Arborist prior to tree removal shall void the warrantee.

EXHIBIT "C"

DUSTIN ENGINEERS

TRANSMITTAL

Date: 6/6/2017

File: 2017001

To:

Shaun Dustin
Tin Rope, LLC
169 W 3300 S
Nibley, UT 84321

Subject:

Groundwater Elevations and Finished Floor Elevation Determination, Tin Rope
Subdivision
551 W 3300 S
NIBLEY, UT 84321

We are sending the following:

One copy of the above referenced report.

Remarks:

The enclosed is for your use. If you have any questions, please call at (435) 770-0147.
Thank you.

By:



Shaun Dustin, PE

DUSTIN ENGINEERS

**GROUNDWATER ELEVATIONS AND FINISHED FLOOR ELEVATION
DETERMINATION
TIN ROPE SUBDIVISION
551 W 3300 S
NIBLEY, UT 84321**

DUSTIN ENGINEERS PROJECT NO. 2017001



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- 1 Site Vicinity Map

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- B Excerpts from GIR

**GROUNDWATER ELEVATIONS AND FINISHED FLOOR ELEVATION
DETERMINATION
TIN ROPE SUBDIVISION
551 W 3300 S
NIBLEY, UT 84321**

DUSTIN ENGINEERS Project No. 2017001

1.0 INTRODUCTION

1.1 GENERAL

This report compiles the results of the Geotechnical Investigation Report (GIR), correlates groundwater elevations determined in test pits for the GIR (Figure 1) with the topographic survey of the property, extrapolates groundwater elevations across the property based on the test pits, establishes minimum recommended finished floor elevations for each lot in the subdivision, and provides recommended verbiage for the final plat.

This report is intended to provide finished floor elevations for the final subdivision plats. Failure to include the notes provided in Section 4 of this report on the plat takes the Report results out of context, invalidates the table, and absolves Dustin of any responsibility for the inappropriate implementation of the FFEs.

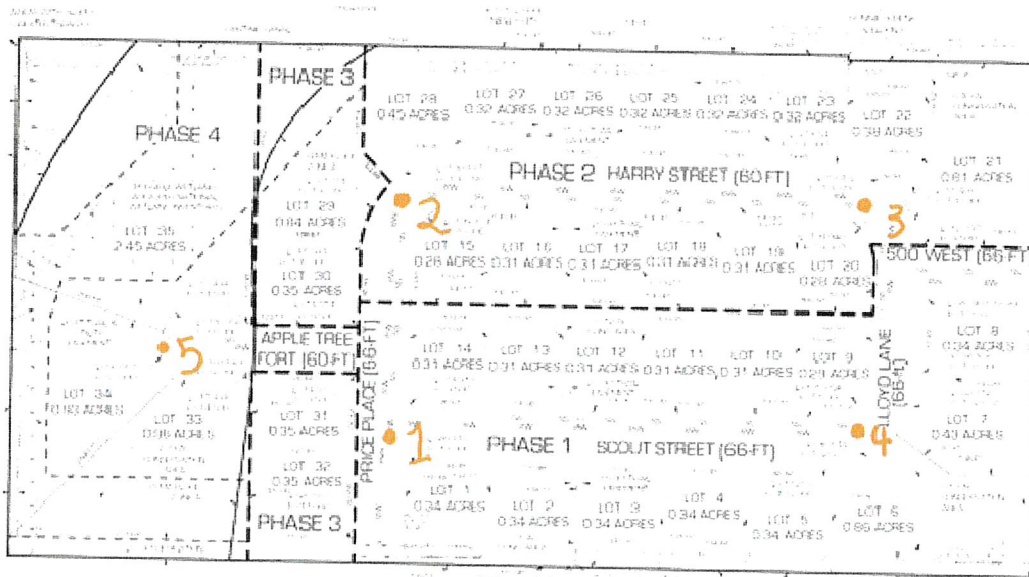


Figure 1: Test Pit Locations and Site Map

1.2 PROJECT DESCRIPTION

The Tin Rope Subdivision is a residential conservation subdivision on 20.24 acres in Nibley, UT. The subdivision consists of 28 lots in the northern portion of the parcel, and seven lots in the southern 6.72 acres of the property.

1.3 SCOPE OF SERVICES

The purpose of the geotechnical investigation was to characterize the subsurface conditions in the subject parcel. Included in the geotechnical investigation were field explorations, soil classification, depth to groundwater determination, and field infiltration measurements. The following sections are included in this report: Site Description; Field Explorations; Laboratory Tests; Subsurface Conditions; Recommendations for Finished Floor Elevations; Required Notes.

2.0 SITE DESCRIPTION

GEOLOGY

The project site is located in Cache Valley, UT. Geologically, the soils are classified as Qlpd (Deltaic deposits related to Provo and younger shorelines, Clast supported pebble and cobble gravel in a matrix of sand and minor silt with thin sand beds, mostly deposited at time of Bonneville flood with exposed thickness of less than 25 m) and Qalu (stream alluvium, sand, silt and gravel less than 10m thick) (Evans, et. Al., 1996).

NRCS classifies the soils overlying the as Greenson Loam (98%) and Ricks Gravelly Loam (2%) with Ksat of 0.6-2 in/hr in the most limiting layers (NRCS 2017).

TOPOGRAPHY

The site slopes from the South to the Northwest, dropping 8 feet from the Southeast corner and 20 feet from the peak of a small hill on the south boundary line. There is no drainage outlet; all storm water is infiltrated and retained on the site.

HYDROGRAPHY

On the south end of the property, there is a perennial stream, the channel of which serves as a conveyance for the Nibley Blacksmith Fork Irrigation Company.

There is a designated wetland in the southwest ¼ of the parcel, and the southern ¼ is in the designated 100 year floodplain. The floodplain designation is in the process of being revisited.

3.0 FIELD EXPLORATION AND FINISH FLOOR ELEVATIONS

3.1 FIELD EXPLORATIONS

Field explorations at the site consisted of five test pits to depth ranging from 69" to 90". The pits are laid out as shown on Figure 1. Test pits were logged by Shaun Dustin.

3.2 FINISHED FLOOR ELEVATION TABLE

Water surface elevation contours were extrapolated from the five test pits as illustrated in the attached figure.

Minimum suggested finished floor elevations are established by adding two feet to the observed/extrapolated groundwater elevations (Table 3.1):

Table 3.1

Lot	Finished Floor Elev.	Lot	Finished Floor Elev.	Lot	Finished Floor Elev.
1	4540.5	13	4542.0	25	4540.5
2	4541.5	14	4541.5	26	4540.5
3	4543.0	15	4540.5	27	4539.8
4	4543.0	16	4540.5	28	4539.8
5	4543.5	17	4541.0	29	4543.5
6	4544.0	18	4541.5	30	4544.0
7	4545.0	19	4542.0	31	4545.5
8	4545.5	20	4542.0	32	4546.0
9	4544.0	21	4541.5	33	4546.25
10	4543.5	22	4541.0	34	4546.25
11	4543.0	23	4541.0	35	BELOW CANAL: Slab on grade ABOVE CANAL: 4552.0
12	4542.5	24	4540.5		

It is impossible to guarantee that observed water surface elevations are representative or static. Nibley City requires that developers determine a minimum suggested finish floor elevation for residential development in Nibley. The values represented here and on the plat

are valid for current conditions. Future impacts from changes in agricultural practice, adjacent development, climate change, and other factors are impossible to anticipate or predict and may have an impact on structures. Developers, builders, and homeowners are responsible for independently validating these elevations, and mitigating for potential future changes by implementing industry best practices and understanding and accepting the level of risk inherent in developing and building in Nibley. These elevations are suggestions and in no way comprise a guarantee that structures will not be susceptible to groundwater intrusion.

4.0 REQUIRED NOTES

4.1 NIBLEY CODE REQUIREMENTS

City code requires representation of a finished floor elevation as outlined in Table 3.1. Copy Table 3.1 to the Plat with the notes in Section 4.2. Failure to include notes from 4.2 in final signed plat invalidates the contents of the Table and absolves Dustin Engineers of any responsibility related to use of Table 3.1.

4.2 REQUIRED NOTES

Note 1: Minimum Finished Floor Elevations are derived from groundwater elevations observed in test pits completed and ogged on 4/13/2017 by Dustin Engineers, LLC and as documented in the Finished Floor Elevation Report. Elevations must be applied in the context of the report or they are invalid.

Note 2: Elevations are calculated by extrapolating groundwater elevations from five test pits, and adding 2.0 feet to observed and extrapolated elevations for each building lot.

Note 3: It is the responsibility of the builder to verify and validate local conditions including the specific groundwater depth at each lot and provide the mitigation necessary protect the structure from groundwater intrusion.

Note 4: Builders may request a different finished floor minimum elevation based on a site specific report sealed by a Professional Engineer or Geologist licensed in the State of Utah. The report shall demonstrate to the satisfaction of the City Engineer that the proposed limit complies with the intent of City Code for mitigation of groundwater intrusion. Such criteria may be satisfied by implementation of appropriate groundwater mitigation strategies including foundation drains, dewatering pumps, and other active and passive engineering practices.

Note 5: Groundwater elevations providing the basis for this table are based on observable conditions at the site on the date of the observations. These minimum floor elevations are subject to revision as a function of groundwater conditions which can be impacted by factors ranging from changes in land use and agricultural practices to climate change, landscape irrigation, and other factors outside the scope or control of the City or Dustin Engineers. Builders and developers are therefore responsible for implementing best practices as required to accommodate future changes in groundwater elevations at each lot.

6.0 UNCERTAINTY AND LIMITATIONS

This report has been prepared for Tin Rope LLC and Nibley City for use in designing and laying out subdivision infrastructure. Design data is provided for use in design of foundations and utilities by others. Unauthorized use of this summary by any party other than the Client will release Dustin Engineers from all liability resulting from unauthorized use of the report. No other warranty based on the contents of this summary is intended, and none shall be inferred from the statements expressed herein. Our description of the project represents our understanding of the significant aspects of the project relevant to the design and construction of the signal poles at the locations described. In the event that any changes in the site conditions, basic design, or location of infrastructure in this data summary are planned, or occur, we recommend that a geotechnical review of the changes be made by us to reaffirm or change in writing the information provided in this report.

This report is based on the assumption that subsurface conditions in the project sites are not significantly different from those disclosed in the explorations. However, variations in soil or groundwater conditions may exist between or beyond exploration locations. The nature and extent of the variations may not become evident until construction. If subsurface conditions different from those encountered in the explorations are observed or encountered during construction or appear to be present beneath or beyond excavations, we should be advised at once so we can observe and review these conditions and reconsider our recommendations where necessary.

This report may be used only by the client and only for the purposes stated within a reasonable time from its issuance, but in no event later than one year from the date of this report. Land or facility use, on and off-site conditions, regulations, or other factors may change over time, and additional work may be required with the passage of time.

Any party other than the client who wishes to use this report shall notify Dustin of such intended use. Based on the intended use of the report, Dustin may require that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by the client or anyone else will release Dustin from any liability resulting from the use of this report by any unauthorized party and client agrees to defend, indemnify, and hold harmless Dustin from any claim or liability associated with such unauthorized use or non-compliance.

The scope of work for this subsurface exploration and report did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous substances in the soil, surface water, or groundwater at this site.

600 WEST STREET

8'0" (1)

Ashbury Estates Phase 2

Relator, Not Held (North 0.90° & East 2.38° of Ashbury Estates)

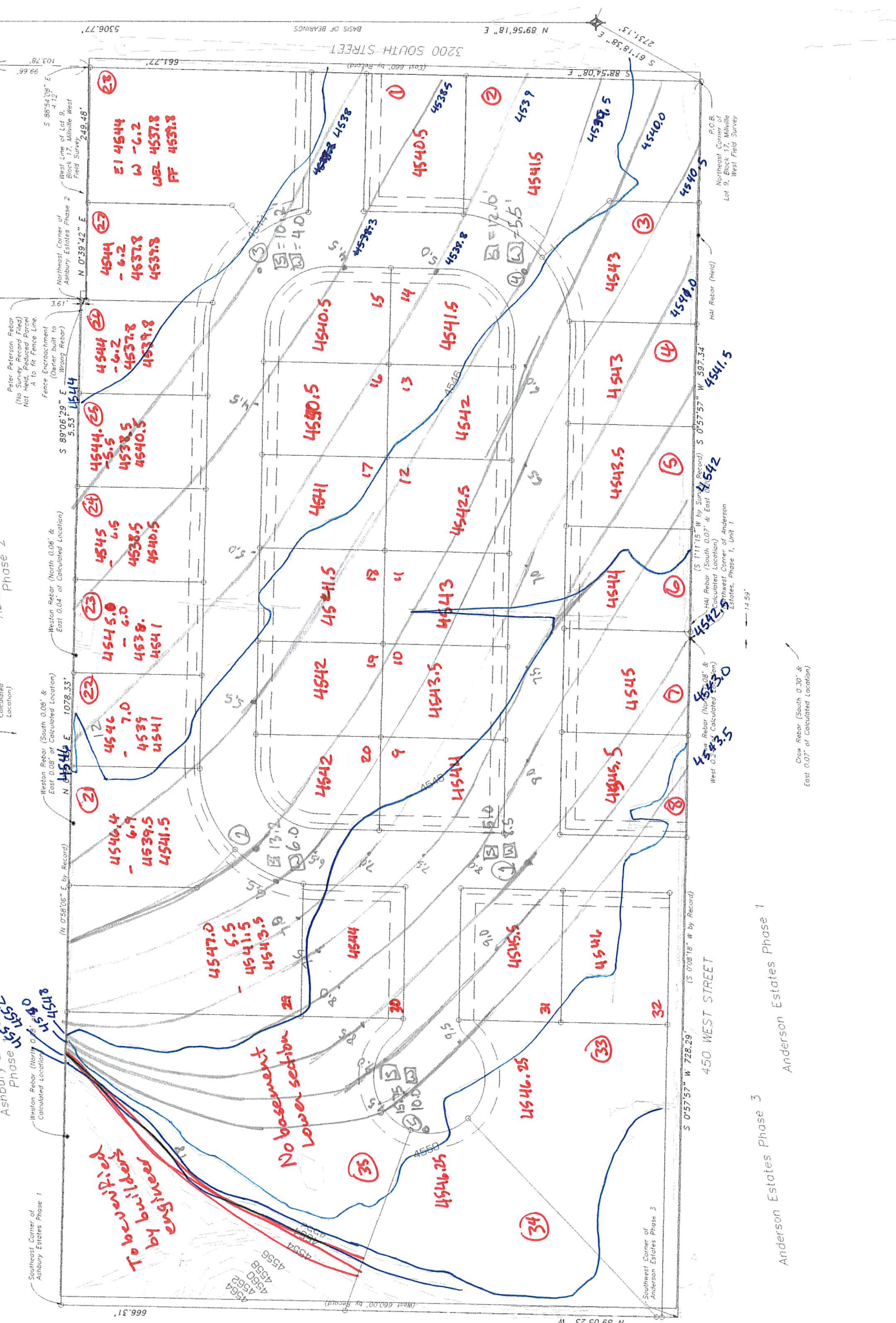
Ashbury Estates Phase 1

Ashbury Estates Phase 2

Ashbury Estates Phase 1

Anderson Estates Phase 3

Anderson Estates Phase 1



Curb Pin (South 0.07° of Calculated Location)

Weston Rebar (North 0.06° of Calculated Location)

Weston Rebar (South 0.06° & East 0.02° of Calculated Location)

Weston Rebar (North 0.06° & East 0.04° of Calculated Location)

Weston Rebar (South 0.07° & East 0.07° of Calculated Location)

Weston Rebar (North 0.07° & East 0.07° of Calculated Location)

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**GEOTECHNICAL INVESTIGATION REPORT
and INFILTRATION TEST
TIN ROPE SUBDIVISION
551 W 3300 S
NIBLEY, UT 84321**

DUSTIN ENGINEERS Project No. 2017001

1.0 INTRODUCTION

1.1 GENERAL

This Geotechnical Investigation Report (GIR) presents a summary of the geotechnical data that was obtained and compiled from the geotechnical field explorations and laboratory tests completed for the Tin Rope Subdivision Project, Boring Locations Map (Figure 1). The objective of the project was to characterize subsurface conditions to support the following:

- 1) Groundwater elevations to establish finish floor elevations and utility design
- 2) Infiltration rates to establish stormwater infiltration criteria
- 3) Bearing capacities for infrastructure design
- 4) Soil properties for engineering design

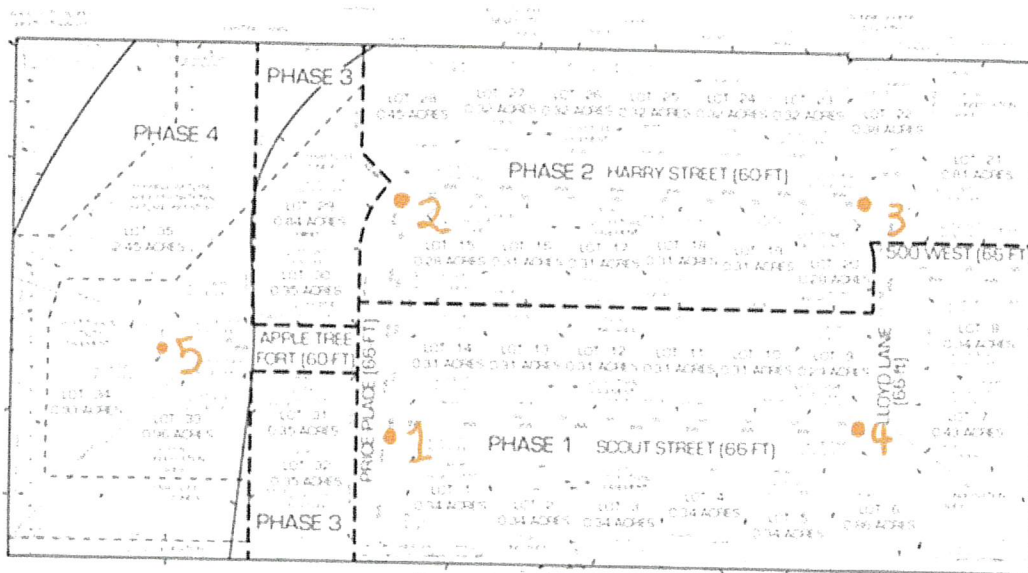

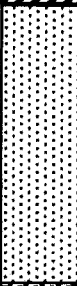






Figure 1: Test Pit Locations and Site Map


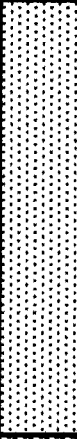


Project: Tin Rope		Project Number: 2017001		Client: Tin Rope		Boring No. 1				
Address, City, State 551 W 3200 S, Nibley, UT				Drilling Contractor: Brian Olsen		Drill Rig Type: Backhoe				
Logged By: S Dustin		Date		Started: 4/13/2017		Bit Type: Backhoe				
Drill Crew: Brian Olsen				Completed: 4/13/2017		Hammer Type: NA		Diameter: 18" Bucket		
USA Ticket Number:				Backfilled: 4/13/2017		Hammer Weight: NA		Hammer Drop: NA		
Groundwater Depth: 7.25		Groundwater Elevation: 4541.75		Elevation: 4549		Total Depth of Boring: 7'3"				
Depth (feet)	Sample Type	Sample Number	Blow Counts (blows/foot)	Graphic Log	Lithology			Dry Density (pcf)	Moisture Content (%)	Additional Test
					Soil Group Name: modifier, color, moisture, density/consistency, grain size, other descriptors					
					Rock Description: modifier color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions.					
1.5	☒	1a			Topsoil with organics and roots present, occasional small gravel					
	☒	1b			Clay loam, 3" ribbon					
5	☒	1c			Sandy gravel, forms ball but no ribbon. 1" minus.					
7.25					Water @ 87" 					
					WSEL: 4536.75					
10										

Dustin Engineers

Boring Log: Sheet 1 of 5

-  Standard Penetration Slit Spoon Sampler (SPT)
-  California Sampler
-  Shelby Tube
-  CPP Sampler
-  Bulk/ Bag Sample



-  Stabilized Ground water
-  Groundwater At time of Drilling


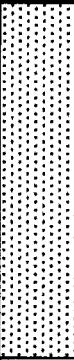


Project: Tin Rope		Project Number: 2017001		Client: Tin Rope		Boring No. 2			
Address, City, State 551 W 3200 S, Nibley, UT				Drilling Contractor: Brian Olsen		Drill Rig Type: Backhoe			
Logged By: S Dustin		Date	Started: 4/13/2017		Bit Type: Backhoe		Diameter: 18" Bucket		
Drill Crew: Brian Olsen			Completed: 4/13/2017		Hammer Type: NA				
USA Ticket Number:			Backfilled: 4/13/2017		Hammer Weight: NA		Hammer Drop: NA		
Groundwater Depth: 7.2		Groundwater Elevation: 4539.8		Elevation: 4547		Total Depth of Boring: 7'2"			
Depth (feet)	Sample Type	Sample Number	Blow Counts (blows/foot)	Graphic Log	Lithology		Dry Density (pcf)	Moisture Content (%)	Additional Test
1.5	☒	2a			Lithology <u>Soil Group Name:</u> modifier, color, moisture, density/consistency, grain size, other descriptors <u>Rock Description:</u> modifier color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions.				
5	☒	1b			Silt loam, 2" ribbon, Light brown				
7.2					6" minus gravel, WSEL @ 86" 				
10									

Dustin Engineers

Boring Log: Sheet 2 of 5

-  Standard Penetration Slit Spoon Sampler (SPT)
-  California Sampler
-  Shelby Tube
-  CPP Sampler
-  Bulk/ Bag Sample



-  Stabilized Ground water
-  Groundwater At time of Drilling


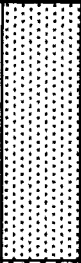

Project: Tin Rope		Project Number: 2017001		Client: Tin Rope		Boring No. 3				
Address, City, State 551 W 3200 S, Nibley, UT				Drilling Contractor: Brian Olsen		Drill Rig Type: Backhoe				
Logged By: S Dustin		Date		Started: 4/13/2017		Bit Type: Backhoe				
Drill Crew: Brian Olsen				Completed: 4/13/2017		Hammer Type: NA		Diameter: 18" Bucket		
USA Ticket Number:				Backfilled: 4/13/2017		Hammer Weight: NA		Hammer Drop: NA		
Groundwater Depth: 6.2		Groundwater Elevation: 4537.8		Elevation: 4544		Total Depth of Boring: 6' 2"				
Depth (feet)	Sample Type	Sample Number	Blow Counts (blows/foot)	Graphic Log	Lithology			Dry Density (pcf)	Moisture Content (%)	Additional Test
					Soil Group Name; modifier, color, moisture, density/consistency, grain size, other descriptors					
1.5	☒	3a			Sandy Claim Loam, dark brown, 3" ribbon. Topsoil with organics and roots present, slight odor, occasional small gravel					
5	☒	3b			Sandy loam, 1" ribbon, light brown					
10					Gravel					
					WSEL @ 74" 					

Dustin Engineers

Boring Log: Sheet 3 of 5






-  Standard Penetration Slit Spoon Sampler (SPT)
-  California Sampler
-  Shelby Tube
-  CPP Sampler
-  Bulk/ Bag Sample



-  Stabilized Ground water
-  Groundwater At time of Drilling


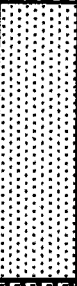


Project: Tin Rope		Project Number: 2017001		Client: Tin Rope		Boring No. 4				
Address, City, State 551 W 3200 S, Nibley, UT				Drilling Contractor: Brian Olsen		Drill Rig Type: Backhoe				
Logged By: S Dustin		Date	Started: 4/13/2017		Bit Type: Backhoe		Diameter: 18" Bucket			
Drill Crew: Brian Olsen			Completed: 4/13/2017		Hammer Type: NA					
USA Ticket Number:			Backfilled: 4/13/2017		Hammer Weight: NA		Hammer Drop: NA			
Groundwater Depth: 7.5		Groundwater Elevation: 4538.5		Elevation: 4546		Total Depth of Boring: 7' 6"				
Depth (feet)	Sample Type	Sample Number	Blow Counts (blows/foot)	Graphic Log	Lithology			Dry Density (pcf)	Moisture Content (%)	Additional Test
					Soil Group Name; modifier, color, moisture, density/consistency, grain size, other descriptors Rock Description; modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions.					
	☒	4a			Clay, 4" ribbon, topsoil with organics and roots present, occasional small gravel, dark brown					
	☒	4b			Light brown clay loam, 3.5" ribbon					
5					Sandy gravel, 6" minus.					
7.5					WSEL @ 78" ▽					
10										

Dustin Engineers

Boring Log: Sheet 4 of 5

-  Standard Penetration Slit Spoon Sampler (SPT)
-  California Sampler
-  Shelby Tube
-  CPP Sampler
-  Bulk/ Bag Sample



-  Stabilized Ground water
-  Groundwater At time of Drilling

Project: Tin Rope		Project Number: 2017001		Client: Tin Rope		Boring No. 5	
Address, City, State 551 W 3200 S, Nibley, UT				Drilling Contractor: Brian Olsen		Drill Rig Type: Backhoe	
Logged By: S Dustin		Date	Started: 4/13/2017		Bit Type: Backhoe		Diameter: 18" Bucket
Drill Crew: Brian Olsen			Completed: 4/13/2017		Hammer Type: NA		
USA Ticket Number:			Backfilled: 4/13/2017		Hammer Weight: NA		Hammer Drop: NA
Groundwater Depth: 5.5		Groundwater Elevation: 4544.5		Elevation: 4550		Total Depth of Boring: 5' 6"	
Depth (feet)	Sample Type	Sample Number	Blow Counts (blows/foot)	Graphic Log	Lithology		
					Dry Density (pcf)	Moisture Content (%)	Additional Test
1	☒	5a			Clay, 3.5" ribbon, topsoil with organics and roots present, occasional small gravel, brown		
3	☒	5b			Light brown gravelly sandy loam, 1.5" ribbon, light brown with pea sized gravel		
5					Sandy gravel, 10" minus		
					WSEL @ 69" 		
10							

Dustin Engineers

Boring Log: Sheet 5 of 5

-  Standard Penetration Slit Spoon Sampler (SPT)
-  California Sampler
-  Shelby Tube
-  CPP Sampler
-  Bulk/ Bag Sample

-  Stabilized Ground water
-  Groundwater At time of Drilling

**NIBLEY CITY
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”), entered into this ____ day of _____, 20____, between Shaun Dustin, hereinafter referred to as “Developer” and Nibley City, here in after referred to as “City”, and

WHEREAS, Apple Creek Phase 2 _____, hereinafter referred to as “the Development” has been approved for construction; and

WHEREAS, plans for the Development are on file with Nibley City and are incorporated by reference herein; and

WHEREAS, it is necessary for the interest of the public welfare that improvements made be constructed in accordance with the specifications set forth in said plans and as provided by Nibley City ordinances and Design Standards; and

WHEREAS, Developer desires to record a final plat of the Development in order to obtain building permits and construct structures after the necessary infrastructure is installed, approved and accepted; and

WHEREAS, in accordance with said Nibley City ordinances, including Section 11-5 of the Nibley City Code, the Developer is required to furnish security for the completion of all improvements or complete all improvements prior to recording a final plat.

NOW THEREFORE, to induce Nibley City to approve said plans and allow use of city-owned utilities and access and/or other improvements, 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.

Developer hereby acknowledges that Developer has read the Subdivision Ordinance (or that an agent of Developer has), and that Developer understands the provisions of the Subdivision Ordinance and that Developer will fully and completely comply with the provisions and requirements therein contained.

2. In accordance with Nibley City Code Section 11-6-6, Developer shall tender to Nibley City an Improvement Bond in the amount of \$414,886.47. In the event that Developer shall fail or neglect to fulfill the obligations under this Agreement, Nibley City shall have the right to construct or cause to be constructed said streets and other improvements as shown on said plans as required by Nibley City ordinances and Design Standards, and upon completion of said improvements Developer, as secured, shall be liable to pay to, and indemnify Nibley City for, the final total cost incurred by Nibley City, including but not limited to, engineering, legal

and contingent costs, together with any damages which Nibley City may sustain on account of the failure of Developer to carry out and execute all of the provisions of this Agreement which said sums are secured by the Improvement Bond.

3. Developer shall supply the City with water rights or shares as set forth in Nibley City Code Section 11-5-2 for the Development, as follows: 22.95 Acre-ft. of water shares from Black Smith Fork Irrigation Company or an equivalent amount of acre feet from another irrigation company located in Nibley City. Developer shall provide said shares to the City before the commencement of construction.

4. Developer shall provide the following trails as part of the Development:

a. Developer shall dedicate the real property in the Development identified and shown on the approved plat as Sidewalk Easement or Pedestrian Right-of-Way and shall install suitable fencing along the boundaries of the foregoing easements such that livestock maintained in the subdivided lots of the Development may not encroach upon the easements. At such time as the City decides to develop the trails within the foregoing easements, the City shall be responsible for implementing any improvements within the easement areas.

i. No combustion powered motorized traffic shall be permitted on the trail easement except as required for City vehicles performing maintenance. Such prohibited use shall be enforced and prosecuted by the City. The City will design signage, entrances and exits to the trail segment to exclude motorcycles, 4-wheelers, side by sides, and other combustion powered vehicles. The City shall be solely responsible for enforcement of this provision

b. Developer shall dedicate a Pedestrian Right-of-Way that is 20 feet wide and centered on the boundary between lots 34 and 35 of the Development as required by Nibley City Code Section 11-5-5(E) and as shown on the approved plat and shall construct the sidewalk and landscaping as required by Nibley City Code Section 11-5-5(E) for the Right-of-Way.

5. Conservation Land in the Development and indicated on the approved plat shall be managed and maintained as outlined in the attached Conservation Space Maintenance Plan which is incorporated herein as Exhibit "A."

6. Developer shall ensure that Street Trees are planted and maintained in the Development in accordance with Nibley City Code Chapter 7-6 and the attached Street Trees Plan which is incorporated herein as Exhibit "B."

7. Each Conservation Lot, at the private owners own expenses, may connect to secondary water or construct access to secondary water. The City shall lease back to the owners of the secondary system such shares as may be needed to support the secondary system. The property owner shall provide the City with engineered calculations demonstrating the amount of shares they require to support the secondary system. The cost of the lease will be limited to

actual costs associated with maintaining the shares, plus a reasonable administrative fee according to Nibley City Code 11-5-2.

8. All Conservation Land in the Development shall be privately owned as part of the Conservancy Lot within which the Conservation Land lies as indicated on the approved plat and shall be developed and maintained by the owner of the Conservancy Lot in compliance with the Nibley City Code Chapter 10-18.

9. Developer shall safe guard proposed LID measures against unauthorized alteration by adjacent property owners and that maintenance standards that meet the Nibley City Design Standards and which are approved by the City prior to recording of the mylar.

10. 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; provided, however that this Agreement cannot be assigned, transferred or conveyed by either party, without the express, written consent of the other party.

11. In the event that either of the parties to this Agreement shall be in default or breach of this

Agreement, said party shall be liable to pay all reasonable attorney's fees, court costs and other related costs and expenses incurred by the non-defaulting or non-breaching party in pursuing its rights hereunder or under the laws of the State of Utah.

12. 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 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.

13. Developer shall provide a Warranty Bond in the sum equal to ten percent (10%), a total of \$37,716.95, of the estimated costs of all improvements installed in the Development as estimated by the City Engineer for the period of Developer's warranty on the improvements in the Development. Security in amounts more than 10% may be required by the City Manager if it is deemed appropriate and necessary. The Warranty Bond shall meet all the criteria outlined in Nibley City Code Chapter 11-6.

14. 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.

15. 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; provided, however, that this Agreement cannot be assigned, transferred or conveyed by either party, without the express, written consent of the other party.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

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

NIBLEY CITY

DEVELOPER

By: DAVID N. ZOOK
Its: City Manager

By: SHAUN DUSTIN

STATE OF UTAH)
 :SS
County of Cache)

On this ____ day of _____, 2017, personally appeared before me DAVID N. ZOOK, 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)

County of Cache : ss
)

On the ____ day of _____, 2017, personally appeared before me, SHAUN DUSTIN, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

J:\MPJ\Cities\Nibley\01 - Subdivisions\Apple Creek Ph 1\Development Agreement Draft Apple Creek Ph 1.2.docx
N-6512.P

DRAFT

EXHIBIT “A”
CONSERVATION SPACE MAINTENANCE PLAN

The Conservation Lands are set aside to accomplish specific objectives and are regulated and maintained as follows:

Northwest Conservation Land, Lot 28

- Use: Green space/view scape.
Compliance: Nibley City Code Section 10-18-1 E, G, N.
Eliminates lot that would otherwise legally access from 3200 S (E), lot size variety (G) Creates view scape (N),
Management plan: Managed by the owner of Lot 28.
Deed restrictions:
- i. No access from 3200 S.
 - ii. No privacy or opaque fence around conservation area.
 - iii. If conservation area is used for gardening or agricultural use, barns and sheds consistent with use and underlying zoning are permitted subject to approval through City permit process.
 - iv. Land shall not be paved or used for non-agricultural commercial activity or storage.
 - v. All land use shall comply with Nibley City Code Section 10-18-13 Use Regulations

Northeast Conservation Land, Lot 1

- Use: Green space/view scape/Tree stand.
Compliance: Nibley City Code Section 10-18-1 B, D, E, G, N.
Tree stand and farmstead preservation (D,B), eliminates lot that would otherwise legally access from 3200 S (E), lot size variety (G) Creates view scape (N),
Management plan: Managed by the owner of Lot 1.
Deed restrictions:
- i. No access permitted from 3200 S
 - ii. Tree stand shall be managed and preserved after cleanup. Tree stand will be thinned and pruned prior to occupancy. Trees shall be marked for removal by the City Arborist
 - iii. Dangerous structures will be removed.
 - iv. No privacy fences or opaque fence around conservation area.
 - v. If conservation area is used for gardening or agricultural use, barns and sheds consistent with use and underlying zoning are permitted subject to approval through City permit process.
 - vi. Land shall not be paved or used for non-agricultural commercial activity or storage.

- vii. All land use shall comply with Nibley City Code Section 10-18-13 Use Regulations

South Conservation Land (Wetlands and Trails), Lots 29, 34, 35

- Use: Green space/view scape/agriculture.
- Compliance: Nibley City Code 10-18-1 B, C, D, E, F, G, H, I J, K, L, M, N.
Trail easement on South property line to facilitate development of 20’ trail section across south end of parcel, steep slopes, preserves springs, preserves perennial stream, variety of lot sizes from 0.25-2 acres, preserves pasture as pasture, preserves view scapes, preserves traditional uses, preserves agricultural uses
- Management plan: All wetland and agricultural uses within the Conservation Land shall be managed by the owners of Lots 29, 34, 35 respectively, and Nibley City shall manage the area within the Pedestrian Rights-of-Way.
- Deed restrictions:
- i. No privacy fences or opaque fence around conservation area.
 - ii. Wetland management will be governed by federal and state statute
 - iii. If conservation area is used for gardening or agricultural use, barns and sheds consistent with use and underlying zoning are permitted subject to approval through City permit process.
 - iv. A paved access drives up to 20’ wide shall be permitted to provide access to an upper section of Lot 35. Barns or other permitted structures may be provided with concrete or asphalt approaches consistent with uses permitted for conservation lots under the terms of this agreement and City Code in effect at the time of the approval of the subdivision. Otherwise, the land shall not be paved or used for non-agricultural commercial activity or storage.
 - v. All land use shall comply with Nibley City Code Section 10-18-13 Use Regulations

In the event the person or entity identified above as having responsibility to maintain the Conservation Land and the common facilities, if any, or any successor organization thereto, fails to maintain all or any portion thereof in reasonable order and condition, Nibley City may assume responsibility, as a right but not an obligation, for the maintenance thereof, in which case any escrow funds that have been deposited in accordance with the Nibley City Code may be forfeited and any permits may be revoked or suspended by Nibley City. Nibley City may enter any of the Conservation Lands within the Development and take corrective action, including extended maintenance. The costs of such corrective action may be charged to the owner of the Conservancy Lot and may include administrative costs and penalties. Such costs shall become a lien on the Conservancy Lot. Notice of such lien may be filed by the city in the county recorder's office.

EXHIBIT “B”
STREET TREE PLAN

Nibley City requires a Street Tree Plan in conjunction with submittal of the Plat. The ordinance is clear on caliper requirements for trees, that trees need to be provided at min. 50-foot intervals and that trees need to be approved by the City Arborist (Rod Elwood at the time of this writing). Mr. Elwood provided the following list of trees that would be acceptable for the application: Crabapple, Honey Locust, Linden (Green Spire), Burr Oak, and male Box Elder. He also suggested that trees be offset from the centerline of the swales.

The ordinance does not specify when the trees must be purchased and planted, and as of the time of this writing, no clear precedent has been set for residential subdivisions. Conversation with City Planner Stephen Nelson and Rod Elwood on 6/13/2017 further clarified the intent of the ordinance excludes a 30 foot assumed driveway width from the spacing requirement, so that for a lot with 110 feet of frontage, the calculation would be as follows: $110 \text{ ft} - 30 \text{ ft} = 80 \text{ ft}$; two trees required.

If the trees are planted prior to recording the plat, trees fronting unbuilt lots may not be maintained; the ordinance requires planting the trees, but not maintaining them. If trees are not maintained, they may die and become a blight. This agreement mitigates that concern by shifting the planting time from the plat approval to the completion and occupancy of the residence on the site.

The requirement will be satisfied for the subdivision as follows:

- 1) Street Trees shall be planted as alternating Crabapple and Burr Oak in 1.5” caliper per City standards.
- 2) Street Trees shall be planted at maximum 50 ft intervals, excluding max. 30’ paved driveway apron on each lot. Trees shall be spaced evenly between driveways.
- 3) It is anticipated that all lots in the Development will be sold to a builder, and Developer may contract with the builder at the time of the sale of any lot such that Developer’s obligation to purchase and plant Street Trees under Nibley City Code Section 7-6-2 is performed by the builder or owner of the lot prior to the City’s granting of a Certificate of Occupancy for the lot.
- 4) Planting and maintenance shall be per Nibley City specifications and industry best practices.
- 5) Street Trees shall be maintained by the owner of the lot where the Street Trees are planted, including watering.
- 6) Street Trees shall be warranted by the builder who plants them for a period of 1 year from date of initial planting. Warrantee shall include removal and replacement of dead or diseased trees with trees that comply with City standards. Nibley City Arborist shall be the sole determinant of the need to replace a tree within the warrantee period. Failure to consult the Arborist prior to tree removal shall void the warrantee.

EXHIBIT "C"

DUSTIN ENGINEERS

TRANSMITTAL

Date: 6/6/2017

File: 2017001

To:

Shaun Dustin
Tin Rope, LLC
169 W 3300 S
Nibley, UT 84321

Subject:

Groundwater Elevations and Finished Floor Elevation Determination, Tin Rope
Subdivision
551 W 3300 S
NIBLEY, UT 84321


We are sending the following:

One copy of the above referenced report.

Remarks:

The enclosed is for your use. If you have any questions, please call at (435) 770-0147.
Thank you.

By:



Shaun Dustin, PE

DUSTIN ENGINEERS

**GROUNDWATER ELEVATIONS AND FINISHED FLOOR ELEVATION
DETERMINATION
TIN ROPE SUBDIVISION
551 W 3300 S
NIBLEY, UT 84321**

DUSTIN ENGINEERS PROJECT NO. 2017001



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6.0 UNCERTAINTY AND LIMITATIONS.....	5

FIGURES

- 1 Site Vicinity Map

APPENDIX

- A Water Surface Elevation Contours
- B Excerpts from GIR

**GROUNDWATER ELEVATIONS AND FINISHED FLOOR ELEVATION
DETERMINATION
TIN ROPE SUBDIVISION
551 W 3300 S
NIBLEY, UT 84321**

DUSTIN ENGINEERS Project No. 2017001

1.0 INTRODUCTION

1.1 GENERAL

This report compiles the results of the Geotechnical Investigation Report (GIR), correlates groundwater elevations determined in test pits for the GIR (Figure 1) with the topographic survey of the property, extrapolates groundwater elevations across the property based on the test pits, establishes minimum recommended finished floor elevations for each lot in the subdivision, and provides recommended verbiage for the final plat.

This report is intended to provide finished floor elevations for the final subdivision plats. Failure to include the notes provided in Section 4 of this report on the plat takes the Report results out of context, invalidates the table, and absolves Dustin of any responsibility for the inappropriate implementation of the FFEs.

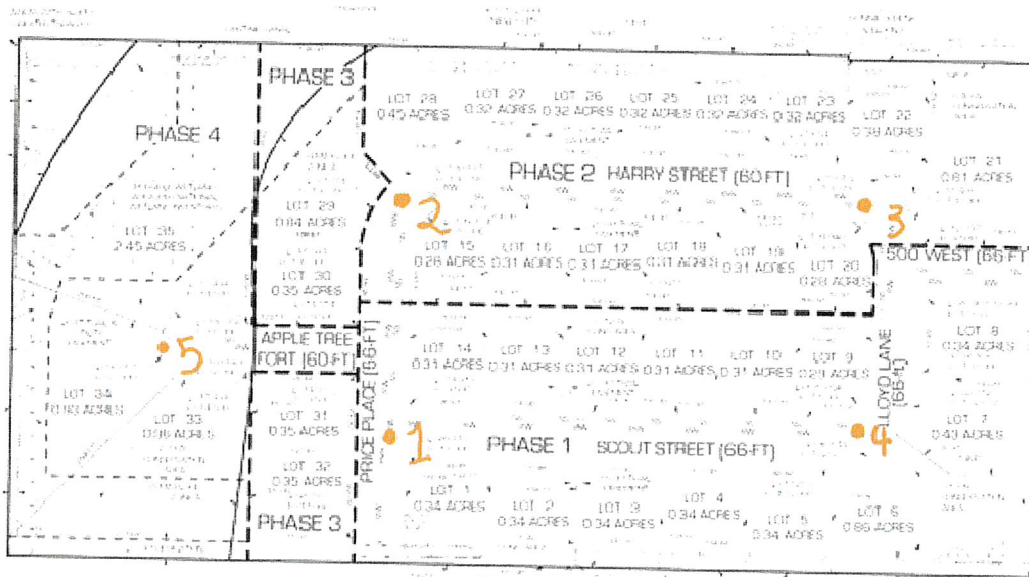


Figure 1: Test Pit Locations and Site Map

1.2 PROJECT DESCRIPTION

The Tin Rope Subdivision is a residential conservation subdivision on 20.24 acres in Nibley, UT. The subdivision consists of 28 lots in the northern portion of the parcel, and seven lots in the southern 6.72 acres of the property.

1.3 SCOPE OF SERVICES

The purpose of the geotechnical investigation was to characterize the subsurface conditions in the subject parcel. Included in the geotechnical investigation were field explorations, soil classification, depth to groundwater determination, and field infiltration measurements. The following sections are included in this report: Site Description; Field Explorations; Laboratory Tests; Subsurface Conditions; Recommendations for Finished Floor Elevations; Required Notes.

2.0 SITE DESCRIPTION

GEOLOGY

The project site is located in Cache Valley, UT. Geologically, the soils are classified as Qlpd (Deltaic deposits related to Provo and younger shorelines, Clast supported pebble and cobble gravel in a matrix of sand and minor silt with thin sand beds, mostly deposited at time of Bonneville flood with exposed thickness of less than 25 m) and Qalu (stream alluvium, sand, silt and gravel less than 10m thick) (Evans, et. Al., 1996).

NRCS classifies the soils overlying the as Greenson Loam (98%) and Ricks Gravelly Loam (2%) with Ksat of 0.6-2 in/hr in the most limiting layers (NRCS 2017).

TOPOGRAPHY

The site slopes from the South to the Northwest, dropping 8 feet from the Southeast corner and 20 feet from the peak of a small hill on the south boundary line. There is no drainage outlet; all storm water is infiltrated and retained on the site.

HYDROGRAPHY

On the south end of the property, there is a perennial stream, the channel of which serves as a conveyance for the Nibley Blacksmith Fork Irrigation Company.

There is a designated wetland in the southwest ¼ of the parcel, and the southern ¼ is in the designated 100 year floodplain. The floodplain designation is in the process of being revisited.

3.0 FIELD EXPLORATION AND FINISH FLOOR ELEVATIONS

3.1 FIELD EXPLORATIONS

Field explorations at the site consisted of five test pits to depth ranging from 69" to 90". The pits are laid out as shown on Figure 1. Test pits were logged by Shaun Dustin.

3.2 FINISHED FLOOR ELEVATION TABLE

Water surface elevation contours were extrapolated from the five test pits as illustrated in the attached figure.

Minimum suggested finished floor elevations are established by adding two feet to the observed/extrapolated groundwater elevations (Table 3.1):

Table 3.1

Lot	Finished Floor Elev.	Lot	Finished Floor Elev.	Lot	Finished Floor Elev.
1	4540.5	13	4542.0	25	4540.5
2	4541.5	14	4541.5	26	4540.5
3	4543.0	15	4540.5	27	4539.8
4	4543.0	16	4540.5	28	4539.8
5	4543.5	17	4541.0	29	4543.5
6	4544.0	18	4541.5	30	4544.0
7	4545.0	19	4542.0	31	4545.5
8	4545.5	20	4542.0	32	4546.0
9	4544.0	21	4541.5	33	4546.25
10	4543.5	22	4541.0	34	4546.25
11	4543.0	23	4541.0	35	BELOW CANAL: Slab on grade ABOVE CANAL: 4552.0
12	4542.5	24	4540.5		

It is impossible to guarantee that observed water surface elevations are representative or static. Nibley City requires that developers determine a minimum suggested finish floor elevation for residential development in Nibley. The values represented here and on the plat

are valid for current conditions. Future impacts from changes in agricultural practice, adjacent development, climate change, and other factors are impossible to anticipate or predict and may have an impact on structures. Developers, builders, and homeowners are responsible for independently validating these elevations, and mitigating for potential future changes by implementing industry best practices and understanding and accepting the level of risk inherent in developing and building in Nibley. These elevations are suggestions and in no way comprise a guarantee that structures will not be susceptible to groundwater intrusion.

4.0 REQUIRED NOTES

4.1 NIBLEY CODE REQUIREMENTS

City code requires representation of a finished floor elevation as outlined in Table 3.1. Copy Table 3.1 to the Plat with the notes in Section 4.2. Failure to include notes from 4.2 in final signed plat invalidates the contents of the Table and absolves Dustin Engineers of any responsibility related to use of Table 3.1.

4.2 REQUIRED NOTES

Note 1: Minimum Finished Floor Elevations are derived from groundwater elevations observed in test pits completed and logged on 4/13/2017 by Dustin Engineers, LLC and as documented in the Finished Floor Elevation Report. Elevations must be applied in the context of the report or they are invalid.

Note 2: Elevations are calculated by extrapolating groundwater elevations from five test pits, and adding 2.0 feet to observed and extrapolated elevations for each building lot.

Note 3: It is the responsibility of the builder to verify and validate local conditions including the specific groundwater depth at each lot and provide the mitigation necessary protect the structure from groundwater intrusion.

Note 4: Builders may request a different finished floor minimum elevation based on a site specific report sealed by a Professional Engineer or Geologist licensed in the State of Utah. The report shall demonstrate to the satisfaction of the City Engineer that the proposed limit complies with the intent of City Code for mitigation of groundwater intrusion. Such criteria may be satisfied by implementation of appropriate groundwater mitigation strategies including foundation drains, dewatering pumps, and other active and passive engineering practices.

Note 5: Groundwater elevations providing the basis for this table are based on observable conditions at the site on the date of the observations. These minimum floor elevations are subject to revision as a function of groundwater conditions which can be impacted by factors ranging from changes in land use and agricultural practices to climate change, landscape irrigation, and other factors outside the scope or control of the City or Dustin Engineers. Builders and developers are therefore responsible for implementing best practices as required to accommodate future changes in groundwater elevations at each lot.

6.0 UNCERTAINTY AND LIMITATIONS

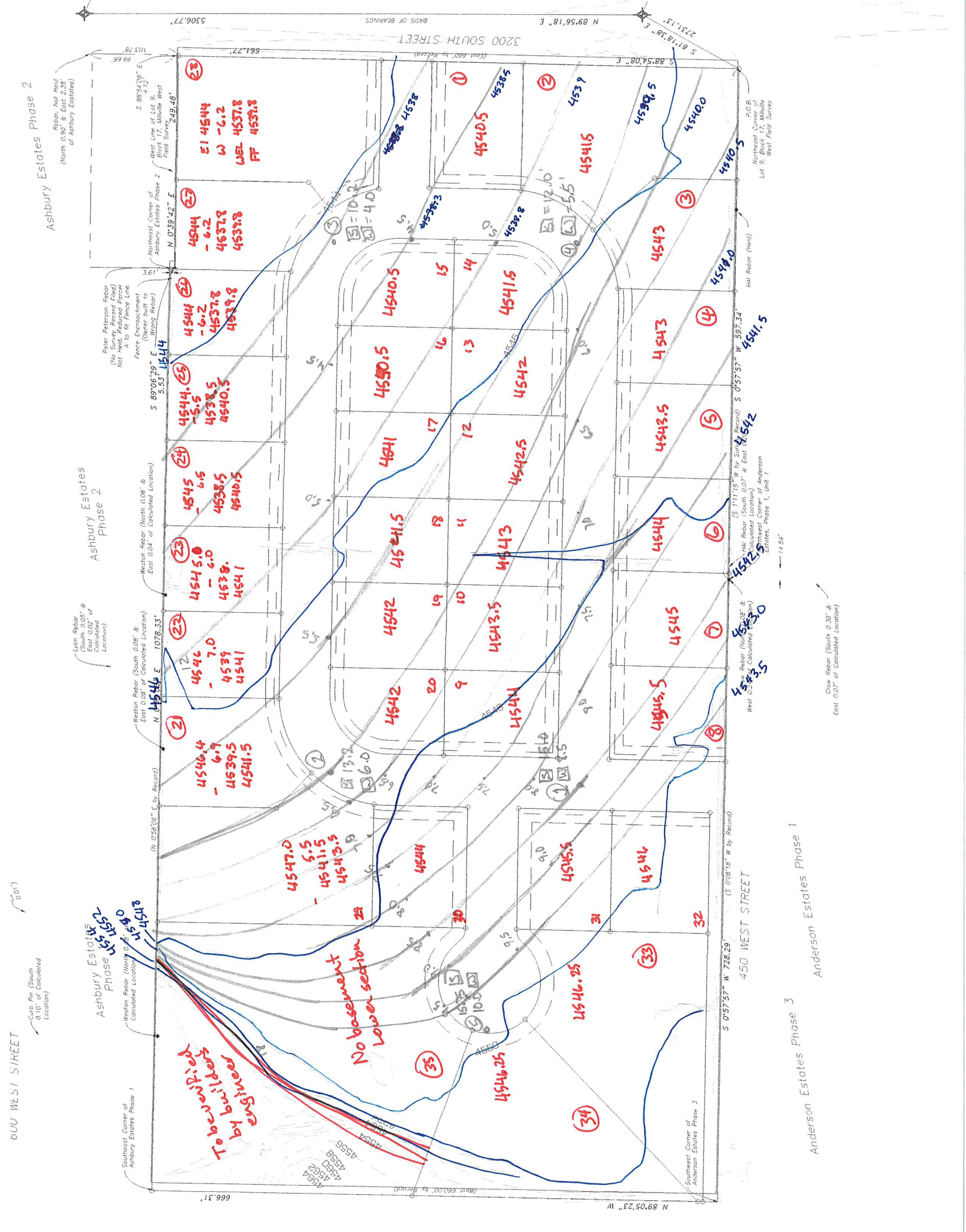
This report has been prepared for Tin Rope LLC and Nibley City for use in designing and laying out subdivision infrastructure. Design data is provided for use in design of foundations and utilities by others. Unauthorized use of this summary by any party other than the Client will release Dustin Engineers from all liability resulting from unauthorized use of the report. No other warranty based on the contents of this summary is intended, and none shall be inferred from the statements expressed herein. Our description of the project represents our understanding of the significant aspects of the project relevant to the design and construction of the signal poles at the locations described. In the event that any changes in the site conditions, basic design, or location of infrastructure in this data summary are planned, or occur, we recommend that a geotechnical review of the changes be made by us to reaffirm or change in writing the information provided in this report.

This report is based on the assumption that subsurface conditions in the project sites are not significantly different from those disclosed in the explorations. However, variations in soil or groundwater conditions may exist between or beyond exploration locations. The nature and extent of the variations may not become evident until construction. If subsurface conditions different from those encountered in the explorations are observed or encountered during construction or appear to be present beneath or beyond excavations, we should be advised at once so we can observe and review these conditions and reconsider our recommendations where necessary.

This report may be used only by the client and only for the purposes stated within a reasonable time from its issuance, but in no event later than one year from the date of this report. Land or facility use, on and off-site conditions, regulations, or other factors may change over time, and additional work may be required with the passage of time.

Any party other than the client who wishes to use this report shall notify Dustin of such intended use. Based on the intended use of the report, Dustin may require that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by the client or anyone else will release Dustin from any liability resulting from the use of this report by any unauthorized party and client agrees to defend, indemnify, and hold harmless Dustin from any claim or liability associated with such unauthorized use or non-compliance.

The scope of work for this subsurface exploration and report did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous substances in the soil, surface water, or groundwater at this site.



**GEOTECHNICAL INVESTIGATION REPORT
and INFILTRATION TEST
TIN ROPE SUBDIVISION
551 W 3300 S
NIBLEY, UT 84321**

DUSTIN ENGINEERS Project No. 2017001

1.0 INTRODUCTION

1.1 GENERAL

This Geotechnical Investigation Report (GIR) presents a summary of the geotechnical data that was obtained and compiled from the geotechnical field explorations and laboratory tests completed for the Tin Rope Subdivision Project, Boring Locations Map (Figure 1). The objective of the project was to characterize subsurface conditions to support the following:

- 1) Groundwater elevations to establish finish floor elevations and utility design
- 2) Infiltration rates to establish stormwater infiltration criteria
- 3) Bearing capacities for infrastructure design
- 4) Soil properties for engineering design

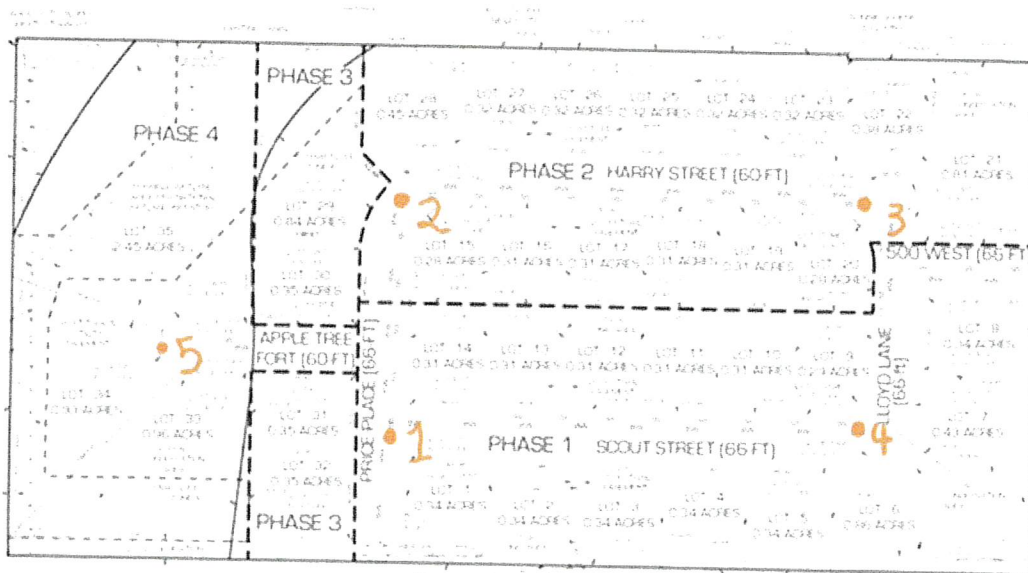

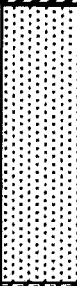






Figure 1: Test Pit Locations and Site Map




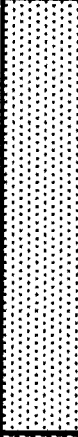


Project: Tin Rope		Project Number: 2017001		Client: Tin Rope		Boring No. 1		
Address, City, State 551 W 3200 S, Nibley, UT				Drilling Contractor: Brian Olsen		Drill Rig Type: Backhoe		
Logged By: S Dustin		Started: 4/13/2017		Bit Type: Backhoe		Diameter: 18" Bucket		
Drill Crew: Brian Olsen		Completed: 4/13/2017		Hammer Type: NA				
USA Ticket Number:		Backfilled: 4/13/2017		Hammer Weight: NA		Hammer Drop: NA		
Groundwater Depth: 7.25		Groundwater Elevation: 4541.75		Elevation: 4549		Total Depth of Boring: 7'3"		
Depth (feet)	Sample Type	Sample Number	Blow Counts (blows/foot)	Graphic Log	Lithology	Dry Density (pcf)	Moisture Content (%)	Additional Test
1.5	☒	1a			Topsoil with organics and roots present, occasional small gravel			
	☒	1b			Clay loam, 3" ribbon			
5	☒	1c			Sandy gravel, forms ball but no ribbon. 1" minus.			
7.25					Water @ 87" 			
					WSEL: 4536.75			
10								

Dustin Engineers

Boring Log: Sheet 1 of 5






-  Standard Penetration Slit Spoon Sampler (SPT)
-  California Sampler
-  Shelby Tube
-  CPP Sampler
-  Bulk/ Bag Sample



-  Stabilized Ground water
-  Groundwater At time of Drilling


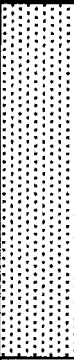


Project: Tin Rope		Project Number: 2017001		Client: Tin Rope		Boring No. 2			
Address, City, State 551 W 3200 S, Nibley, UT				Drilling Contractor: Brian Olsen		Drill Rig Type: Backhoe			
Logged By: S Dustin		Date	Started: 4/13/2017		Bit Type: Backhoe		Diameter: 18" Bucket		
Drill Crew: Brian Olsen			Completed: 4/13/2017		Hammer Type: NA				
USA Ticket Number:			Backfilled: 4/13/2017		Hammer Weight: NA		Hammer Drop: NA		
Groundwater Depth: 7.2		Groundwater Elevation: 4539.8		Elevation: 4547		Total Depth of Boring: 7'2"			
Depth (feet)	Sample Type	Sample Number	Blow Counts (blows/foot)	Graphic Log	Lithology		Dry Density (pcf)	Moisture Content (%)	Additional Test
1.5		2a			Clay, 5" ribbon. Topsoil with organics and roots present, occasional small gravel. Dark Brown.				
5		1b			Silt loam, 2" ribbon, Light brown				
7.2					6" minus gravel, WSEL @ 86" 				
10									

Dustin Engineers

Boring Log: Sheet 2 of 5

-  Standard Penetration Slit Spoon Sampler (SPT)
-  California Sampler
-  Shelby Tube
-  CPP Sampler
-  Bulk/ Bag Sample



-  Stabilized Ground water
-  Groundwater At time of Drilling


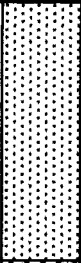

Project: Tin Rope		Project Number: 2017001		Client: Tin Rope		Boring No. 3				
Address, City, State 551 W 3200 S, Nibley, UT				Drilling Contractor: Brian Olsen		Drill Rig Type: Backhoe				
Logged By: S Dustin		Date		Started: 4/13/2017		Bit Type: Backhoe				
Drill Crew: Brian Olsen				Completed: 4/13/2017		Hammer Type: NA		Diameter: 18" Bucket		
USA Ticket Number:				Backfilled: 4/13/2017		Hammer Weight: NA		Hammer Drop: NA		
Groundwater Depth: 6.2		Groundwater Elevation: 4537.8		Elevation: 4544		Total Depth of Boring: 6' 2"				
Depth (feet)	Sample Type	Sample Number	Blow Counts (blows/foot)	Graphic Log	Lithology			Dry Density (pcf)	Moisture Content (%)	Additional Test
					Soil Group Name; modifier, color, moisture, density/consistency, grain size, other descriptors					
1.5	☒	3a			Sandy Claim Loam, dark brown, 3" ribbon. Topsoil with organics and roots present, slight odor, occasional small gravel					
5	☒	3b			Sandy loam, 1" ribbon, light brown					
10					Gravel					
					WSEL @ 74" 					

Dustin Engineers

Boring Log: Sheet 3 of 5






-  Standard Penetration Slit Spoon Sampler (SPT)
-  California Sampler
-  Shelby Tube
-  CPP Sampler
-  Bulk/ Bag Sample



-  Stabilized Ground water
-  Groundwater At time of Drilling


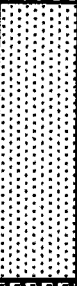


Project: Tin Rope		Project Number: 2017001		Client: Tin Rope		Boring No. 4				
Address, City, State 551 W 3200 S, Nibley, UT				Drilling Contractor: Brian Olsen		Drill Rig Type: Backhoe				
Logged By: S Dustin		Date	Started: 4/13/2017		Bit Type: Backhoe		Diameter: 18" Bucket			
Drill Crew: Brian Olsen			Completed: 4/13/2017		Hammer Type: NA					
USA Ticket Number:			Backfilled: 4/13/2017		Hammer Weight: NA		Hammer Drop: NA			
Groundwater Depth: 7.5		Groundwater Elevation: 4538.5		Elevation: 4546		Total Depth of Boring: 7' 6"				
Depth (feet)	Sample Type	Sample Number	Blow Counts (blows/foot)	Graphic Log	Lithology			Dry Density (pcf)	Moisture Content (%)	Additional Test
					<u>Soil Group Name</u> ; modifier, color, moisture, density/consistency, grain size, other descriptors <u>Rock Description</u> ; modifier, color, hardness/degree of concentration, bedding and joint characteristics, solutions, void conditions.					
	☒	4a			Clay, 4" ribbon, topsoil with organics and roots present, occasional small gravel, dark brown					
	☒	4b			Light brown clay loam, 3.5" ribbon					
5					Sandy gravel, 6" minus.					
7.5					WSEL @ 78" ▽					
10										

Dustin Engineers

Boring Log: Sheet 4 of 5

-  Standard Penetration Slit Spoon Sampler (SPT)
-  California Sampler
-  Shelby Tube
-  CPP Sampler
-  Bulk/ Bag Sample



-  Stabilized Ground water
-  Groundwater At time of Drilling

Project: Tin Rope		Project Number: 2017001		Client: Tin Rope		Boring No. 5	
Address, City, State 551 W 3200 S, Nibley, UT				Drilling Contractor: Brian Olsen		Drill Rig Type: Backhoe	
Logged By: S Dustin		Date	Started: 4/13/2017		Bit Type: Backhoe		Diameter: 18" Bucket
Drill Crew: Brian Olsen			Completed: 4/13/2017		Hammer Type: NA		
USA Ticket Number:			Backfilled: 4/13/2017		Hammer Weight: NA		Hammer Drop: NA
Groundwater Depth: 5.5		Groundwater Elevation: 4544.5		Elevation: 4550		Total Depth of Boring: 5' 6"	
Depth (feet)	Sample Type	Sample Number	Blow Counts (blows/foot)	Graphic Log	Lithology		
					Dry Density (pcf)	Moisture Content (%)	Additional Test
1	☒	5a			Clay, 3.5" ribbon, topsoil with organics and roots present, occasional small gravel, brown		
3	☒	5b			Light brown gravelly sandy loam, 1.5" ribbon, light brown with pea sized gravel		
5					Sandy gravel, 10" minus		
					WSEL @ 69" 		
10							

Dustin Engineers

Boring Log: Sheet 5 of 5

-  Standard Penetration Slit Spoon Sampler (SPT)
-  California Sampler
-  Shelby Tube
-  CPP Sampler
-  Bulk/ Bag Sample

-  Stablized Ground water
-  Groundwater At time of Drilling

ORDINANCE 17-09
AN ORDINANCE PRESERVING THE
SAFETY AND ALLOWING FOR MAINTENANCE OF ~~IRRIGATION~~-CONVEYANCE

WHEREAS, Nibley City has an ownership interest in all irrigation companies within the City; and

WHEREAS, Nibley residents rely on free-flowing and clean conveyances for the conveyance of irrigation water to agricultural and rural landscapes, and also for the conveyance of City stormwater; and

WHEREAS, unobstructed conveyances are critical to controlling flooding of private and public property within the City, and, in some cases, are integral parts of the City's historic stormwater infrastructure; and

WHEREAS, open conveyances provide critical wildlife habitat and corridors, opportunities for connectivity and recreation, and are an integral part of the rural landscape; and

WHEREAS, water rights are privately held property and the diversion, distribution, delivery, and use of irrigation waters existed prior to the establishment of Nibley City, and much of the City's subsequent residential development; and

WHEREAS, agricultural irrigation and its conveyance corridors are critical to the sustainability of agricultural land uses in the community, and the preservation of desirable rural characteristics; and

WHEREAS, increased development pressure is impeding conveyance owners' ability to maintain the infrastructure such that it can function for its intended purposes of irrigation delivery and flood control ~~and irrigation delivery~~; and

WHEREAS, Nibley City has certain contractual obligations with respect to the Nibley Blacksmith Fork Irrigation Company (NBFI); and

WHEREAS, Nibley City has the authority to establish policies to control the impact of development on commonly held assets and resources within the City.

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

1. The attached ordinance, titled "AN ORDINANCE PRESERVING THE SAFETY AND ALLOWING FOR MAINTENANCE OF ~~IRRIGATION~~-CONVEYANCE" is hereby adopted.

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

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

4. This ordinance shall become effective upon posting as required by law.

PASSED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____,
~~2016~~2017.

Shaun Dustin, Mayor

ATTEST:

City Recorder

ORDINANCE 17—~~—~~09
AN ORDINANCE PRESERVING THE
SAFETY AND ALLOWING FOR MAINTENANCE OF ~~IRRIGATION~~ CONVEYANCE

1. Conveyance as used in this Ordinance includes surface water runoff and drainage, drainage ditches and irrigation waterways, whether surface or subsurface, and includes open canals or ditches as well as piped waterways.

2. Rights-of-Way or Right-of-Way as used in this Ordinance shall refer to land dedicated to the City, for use by the public, if the City chooses, as open space, park space or trails; and for the use of the ~~irrigation~~Conveyance company and City for conveying of irrigation and stormwater and for the maintenance and repairs of the Conveyance or other infrastructure along the Conveyance. Typically, the underlying land will be publicly owned and will be subject to the Right-of-Way and uses described in this paragraph.

3. Easement, as used in this ordinance, shall refer to legal and permanent access granted along an irrigation conveyance or canal on private land for the use of the ~~irrigation~~company or City for conveying of irrigation and storm water and for the maintenance and repairs of the Conveyance or other infrastructure along the Conveyance.

~~2.4.~~ Irrigation companies shall have the right of access to irrigation Conveyance structures, fixtures, features, channels, and pipes as allowed by state law, and as permitted by the ~~easements~~Easements and ~~rights-Rights-of-way-Way~~ of such companies.

~~3.5.~~ ~~Easements or rights~~Rights-of-wayWay shall be acknowledged as to the applicable irrigation company and dedicated to the City with all new subdivisions as follows:

a. Applicants shall provide on all subdivisions where an open irrigation Conveyance with 40 cubic feet per second (CFS) capacity or greater traverses the subdivision ~~an easement and right~~a Right-of-wayWay of 30' to be identified on the preliminary plat and final plat.

b. Applicants shall provide on all subdivisions where an open irrigation Conveyance with greater than 20 and less than 40 CFS capacity traverses the subdivision ~~an easement and right~~a Right-of-wayWay of 20' to be identified on the preliminary plat and final plat.

c. Applicants shall provide on all subdivisions where an open irrigation Conveyance with less than 20 CFS capacity traverses the subdivision ~~an easement and right~~a Right-of-wayWay of 15' to be identified on the preliminary plat and final plat.

d. Piped irrigation Conveyances shall have a twenty-foot (20') ~~easement~~Right-of-Way extending (10') either side of centerline for any portion that has been piped.

<u>Capacity of Irrigation Conveyance</u>	<u>Required Right-of-Way Width</u>
<u>40 CFS or greater</u>	<u>30'</u>
<u>≥ 20 and less than 40</u>	<u>20'</u>
<u>Less than 20</u>	<u>15'</u>
<u>Piped</u>	<u>20'</u>

e. Each new subdivision shall dedicate ~~easements or rights~~Rights-of-way to the City, for use by the public if the City chooses, along irrigation Conveyances ~~to the City~~. Irrigation Conveyance ~~easements or rights~~Rights-of-way will not count against zoning density requirements when preserved as an open channel or waterway. The company that is responsible for the maintenance of the Conveyance shall also have access to the ~~easement~~Right-of-Way in order to render service or maintenance to the Conveyance.

f. So far as possible, all dedicated ~~easements~~Rights-of-Way shall be directly accessible from ~~another~~ public ~~rights~~Right-of-way and shall provide unobstructed access for service equipment.

g. Alignment(s) of all ~~easements~~Rights-of-Way relative to the Conveyance alignment(s) shall be coordinated with the City and Conveyance company.

h. Irrigation structures such as boxes, bridges, trash racks, or similar structures or appurtenances which are wider than the open channel or piped Conveyance shall be provided with dedicated ~~easement or right~~Right-of-way no less than 15' beyond the maximum footprint of the structure, but not less than the width of the ~~right~~Right-of-way of the Conveyance upon which the structure is placed.

4.6. Setbacks to protect access to ~~irrigation~~ Conveyance structures, fixtures, features, channels, ~~or~~ pipes shall be established on all new construction for emergency and maintenance activities, and to provide safety to structures near waterways.

a. Open Conveyances shall be provided a setback of fifteen-feet (15') measured from the top of ~~the~~ inside bank of the canal, or ~~from~~ the toe of the canal, whichever is greater; and piped Conveyances shall be provided a.10' setback measured from the center of the pipe.

b. Setbacks shall apply to all primary and accessory structures, fences, decks or similar features that would otherwise hinder maintenance or emergency access to the Conveyance corridor regardless ~~or not if of whether~~ a permit is required.

c. The City will not require permits for existing fences or structures or permanent improvements within the fifteen-foot (15') setback if such were legal under Nibley City Ordinances when such structures were constructed.

d. Nibley City will not issue building, fence, grading or other permits that would limit, hinder, infringe or encroach upon any established irrigation canal easement~~Easement, Right-of-Way~~ or setback by deed, use or otherwise for access to or maintenance of the canals and waterways within the City.

e. If these setback requirements conflict with other City Ordinances, agreements, franchise or other document governing setbacks provisions, the greater setback requirement shall prevail.

~~5. For changes in land use, including but not limited to building permits, new subdivisions, rezones, annexations, and development:~~

~~a. Nibley City shall condition approval upon the formal recording of any reasonable irrigation Conveyance easements for access, maintenance, and public safety.~~

~~b. Easements for irrigation Conveyances and for access to the same within any new subdivision shall be required for approval of any proposed subdivision.~~

~~e-7. The~~ For changes in land use, including but not limited to building permits, new subdivisions, rezones, annexations, and development the City may require Preliminary Plats or other applications/petitions to be submitted to ~~canal or~~ irrigation companies who may be impacted by the subdivision for review, comment and/or approval.

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~~6-8.~~ The City adopts the following conditions and requirements with respect to any land use change, development, or improvement that may impact any NBFi irrigation Conveyance structures, fixtures, features, channels, pipes, or access routes and which, at the discretion of the City Manager, in consultation with the Mayor, may be applied to and required for other irrigation Conveyance structures, fixtures, features, channels, pipes, or access routes within the City prior to any land use change, development or improvement:

a. Authorization for New Storm Water Inlet Structures and Outlet Structures. No new or additional Storm Water Inlet Structures and Outlet Structures and no increases in the flow of such inlets or outlets beyond the Current Discharge as defined by an Agreement between the City and NBFi shall be created or maintained except in conformance with the following procedure.

(1) The City, a landowner, or a developer may at any time contact NBFi to evaluate the potential for new Inlet Structures and Outlet Structures, or the potential for an increase in the capacity of any existing Inlet Structure or Outlet Structure.

(2) The City, a landowner, or a developer shall provide a written request to NBFi for each additional Storm Water Inlet Structure or Outlet Structure and for increases in flow beyond the Current Discharge or any previously approved increase for existing Inlet Structures or Outlet Structures. The request shall be accompanied by the following:

(i) Drawings in both digital and printed copy showing the location, size, and design specifications of each Inlet Structure or Outlet Structure proposed to be added or increased.

(ii) Drawings showing the drainage area to be served by the Inlet Structure.

(iii) Expected occurrences that will cause Storm Water inflow into the irrigation Conveyance, including an estimate of the time of year during which maximum inflows are expected, subject to subsection (iv) below.

(iv) An estimate of the maximum inflow to be expected from the area to be served by the Inlet Structure (with the understanding that the maximum flow may not exceed the flow allowed by Current Design Standards). This rate is determined by completing a hydrologic analysis based on soil types to determine the runoff rates prior to any land use change, development or improvement for sites greater than 1 acre, or by assuming a historical runoff rate of 0.1 CFS per acre for sites smaller than 1 acre.

(v) Written disclosure of whether the Storm Water discharge to the irrigation Conveyance is expected to contain any Pollutant regulated under the Utah Clean Water Act and implementing regulations thereof.

(vi) Certification that the City, landowner or developer has complied and will comply with all applicable requirements of the Utah Water Quality Act and associated regulations.

(vii) Any additional documentation or information reasonably requested by NBF.

b. Any objections of any kind by NBF to a new proposed Inlet Structure, Outlet Structure, or the enlargement of either, shall be given by written notice within sixty (60) days after receipt by NBF of the written request for the same from the City, landowner or developer. NBF shall have the right to refuse such approval only if, as demonstrated by empirical data:

(1) in the case of a new Inlet Structure or enlargement of an existing Inlet Structure, water inflow into the Conveyance from such inlet will exceed the Current Discharge into the Conveyance from the drainage area to be served by such inlet;

(2) the inflows are found by a City-County Health Department or other State, County or federal agency to be physically harmful to animals, crops of any kind, or any other beneficial use of the water; or

(3) the proposed Inlet Structure or Outlet Structure will diminish the ability to utilize all of the water to which NBF is entitled under its water rights, hinder

water deliveries, or alter, damage or obstruct, diversion structures, measuring devices, or regulating headgates on the Conveyance.

c. If NBFi does not provide written objections within sixty (60) days after receipt of the City's, landowner's, or developer's written request, NBFi shall be deemed to have approved the additional Inlet Structure, Outlet Structure, or increase in capacity of either.

d. If the request for additional Inlet Structures, Outlet Structures or increase in capacity of an inlet or outlet is not agreed to, NBFi shall work with the City, landowner or developer in an attempt to reach an equitable resolution in order to provide for the same.

e. If the additional Inlet Structure, Outlet Structure or increase in flow is formally approved or deemed approved as provided herein, the City shall allow commencement of construction or modification only after a written Agreement has been agreed-to, signed by the City, landowner or developer and NBFi.

f. The City shall require, as a condition to any land use change, development or improvement approval, that infrastructure (such as fencing or other improvements) be installed by a landowner or developer as part of a land development project, when reasonably determined by the City to be necessary.

g. Landowners or developers of any land within the City must include with their plans and specifications a storm water plan that provides for all storm water to be handled at the site of such ~~any~~ land use change, development, or improvement except as may be otherwise approved by the City and NBFi.

h. Trash Racks. The City shall require landowners or developers to install, in connection with City-approved land use changes, development plans, or improvements, trash racks and inlet grates, to the design standard set by the City and NBFi, on all Inlet Structures so as to prevent clogging of the headgates, screens and pipelines situated within the Conveyance.

~~7.9.~~ If any landowner or developer of any land proposes any piping of an open Conveyance such as a canal or ditch, the construction of bridges or retaining walls, fences within the setback, the installation of culverts, or any other action which may in any way affect a ~~conveyance~~ Conveyance or access to the Conveyance, the City shall require that the plans and specifications be delivered to the irrigation company, and that the irrigation company consent to the same, in writing, prior to the approval by the City of such land development ~~by the City~~, which consent or the basis for denying such consent shall be given by the irrigation canal company within sixty (60) days after receipt of the request for approval. If the irrigation canal company does not provide a written objection within sixty days after receipt of the request, the request will be deemed to have been approved.

~~8.10.~~ Alteration of irrigation Conveyance structures, fixtures, features, channels, or pipes, including grading, modification, contouring or removal of vegetation or soil of banks ~~of~~ canals or other irrigation Conveyance ~~easements~~ Easements or ~~rights~~ Rights-of-way Way, shall

~~only~~ be done only by the irrigation company, or pursuant to a written permit issued by the irrigation company.

~~9.11.~~ Vested rights in the established irrigation ~~easements~~Easements or ~~rights~~Rights-of-wayWay for both Conveyance of water and for access and maintenance of the irrigation structures or channels or pipes shall be protected against all encroachments and no improvements shall be erected that interfere with the same and the City shall issue no permits for improvements that interfere with the same.

~~10.12.~~ Conditions to use of canals for storm water discharge and Conveyance:

a. The right to convey storm water in the canal extends to all times of the year and is not affected by the fact that during the irrigation season the ~~irrigation canal~~ company is operating the canal for the transportation and delivery of irrigation water to the ~~irrigation canal~~ company's shareholders, subject to the following:

(1) The use of the canal by the City extends only so far as the canal exists in its present state, and only to the extent of such rights as the ~~irrigation canal~~ company shall have in the canal. The ~~irrigation canal~~ company cannot authorize the City to expand the canal capacity in order to convey additional stormwater beyond that stormwater already authorized and agreed to between the ~~irrigation canal~~ company and the City.

(2) At all times, the Conveyance of irrigation water under water rights owned by the ~~irrigation canal~~ company shall have first priority in terms of the use and capacity of the canal.

(3) In evaluating the capacity of the canal as part of the City's Storm Water management program, the capacity shall be measured at the most restrictive location on the canal.

~~11.13.~~ A civil action for damages or declaratory relief to require a party to comply with this ordinance may be brought by the City or any person injured by another's actions in violation of this ordinance. Such civil action may be brought independent of any criminal action.

~~12.14.~~ If the Land Use Authority decision with respect to any land use application adversely affects an applicant, a board or officer of the City, or any other person or organization adversely affected by the Land Use Authority's decision under this Ordinance, the affected person or organization may file an appeal with the City's Appeal Authority only as provided in Section 10-3-3 of the Nibley City Code, Appealing Land Use Authority's Decision.

~~13.15.~~ It is unlawful for any person to place any pole, board or other obstruction whatsoever, or any trash, yard waste or other waste material, other than irrigation water, in any Conveyance structure, channel, or pipe for any purpose, or in any manner to interfere with the free and unobstructed flow of water in such Conveyance structure, channel, or pipe. Violation of this provision constitutes a Class B misdemeanor under this Ordinance.

~~14.16.~~ It shall be unlawful to willfully or maliciously alter, break, or injure any dam, irrigation Conveyance structures, fixtures, features, channels, pipes, or to dig away the bank or banks of any ditch, canal, toe of side slop or reservoir within the Nibley City boundaries. Violation of this provision constitutes a Class B misdemeanor under this Ordinance.

~~15.17.~~ Whenever any irrigation company has an ~~easement~~Easement or ~~right~~Right-of-way-Way for any irrigation Conveyance, it shall be unlawful for any person to place or maintain in place any obstruction, or to change the water flow by fence or otherwise, along or across or in any irrigation Conveyance structures, fixtures, features, channels, or pipes, without first receiving a written permit for the change from the irrigation company. Violation of this provision constitutes a Class B misdemeanor under this Ordinance.

~~16.18.~~ Any person who in any way unlawfully interferes with, injures, destroys, or removes any dam, head gate, weir, casing, valve, cap, pump or other appliance for the diversion, apportionment, measurement, or regulation of water, or who interferes with any person authorized to apportion water while in the discharge of his or her duties, is guilty of a class B misdemeanor under this Ordinance.

~~17.19.~~ It shall be unlawful for any person to place or cause to be placed in the ~~easement~~Easement, ~~Right-of-Way~~, channel, bed or bank of any river, stream, wash or other natural drain or within or upon any storm drain, flood control channel, reservoir, detention basin, debris basin, or other property over which the City or irrigation company has an interest, matter of any kind that may operate to impede, retard or change the normal direction of the flow of flood, storm or other waters, or that may catch or collect debris carried by such waters, or that may be carried downstream by such waters to the damage and detriment of adjacent private or public property, or that may degrade the quality of the water, without first obtaining a written permit for such placement from the City and irrigation company. Violation of this provision constitutes a Class B Misdemeanor under this Ordinance.

~~18.20.~~ In the event any person violates any of the provisions of this Ordinance and the City takes action to correct the violation in order to protect the health, safety or welfare of its residents or to protect public or private property, the violator shall pay all reasonable costs and expenses incurred by the City (including but not limited to reasonable charges for use of City equipment and employees plus ten percent (10%) overhead) when invoiced by the City. Failure to pay within thirty (30) days of invoice shall cause the amount due to bear interest at eighteen percent (18%) per annum from the invoice date until paid, plus attorney fees and costs incurred by the City in collecting the same.

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N-6512.43

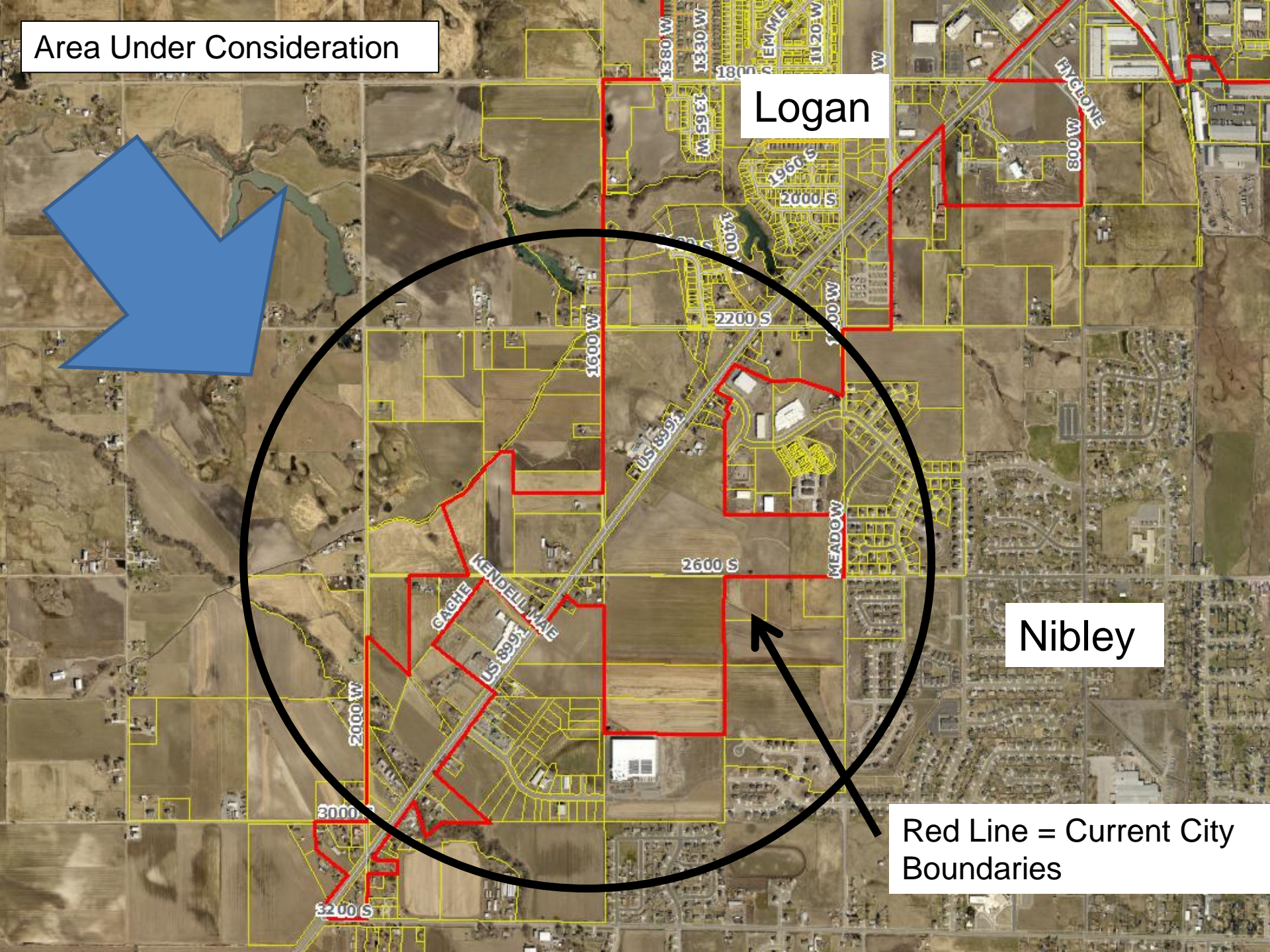
EXHIBIT A

Area Under Consideration

Logan

Nibley

Red Line = Current City Boundaries

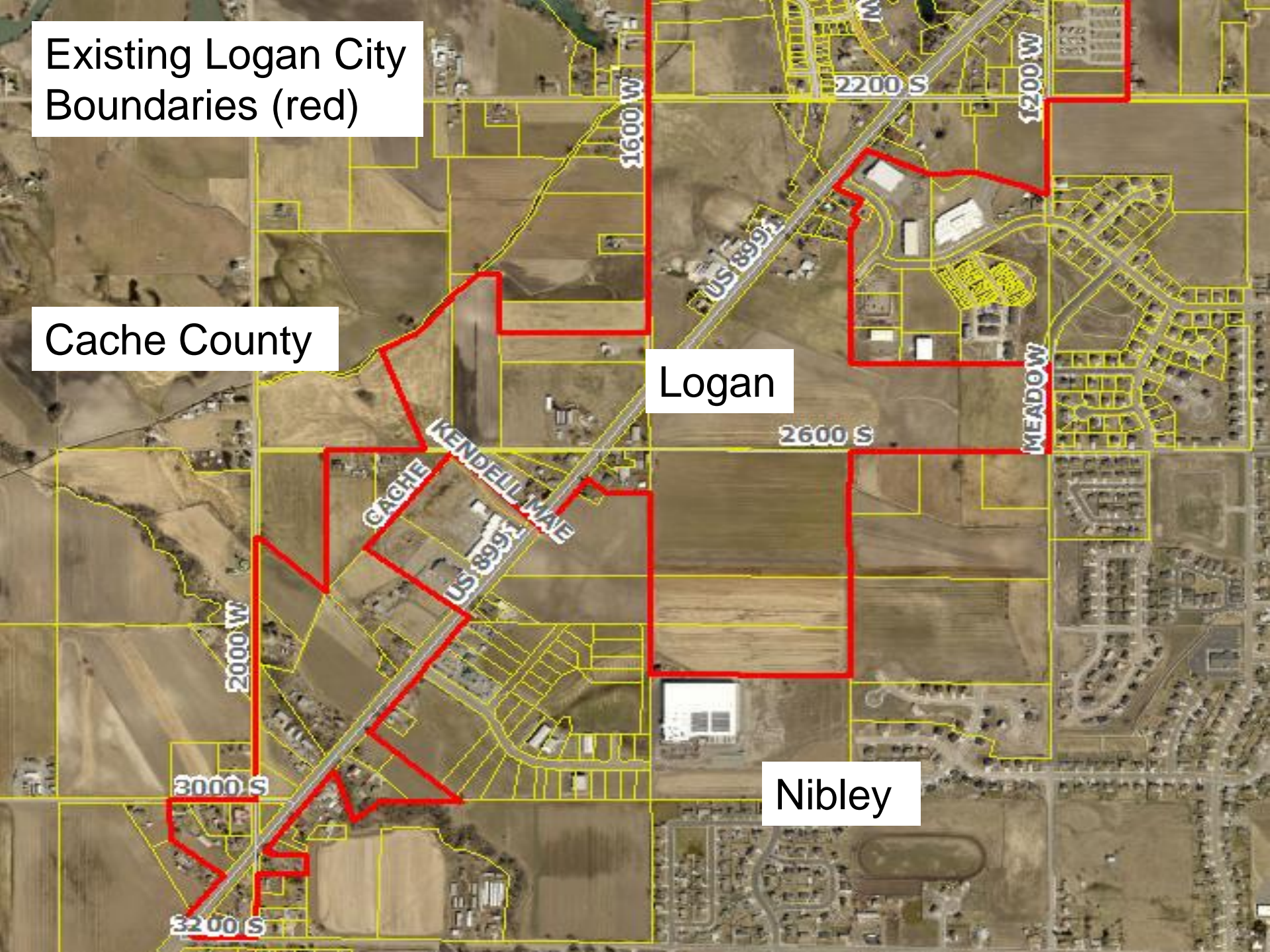


Existing Logan City Boundaries (red)

Cache County

Logan

Nibley

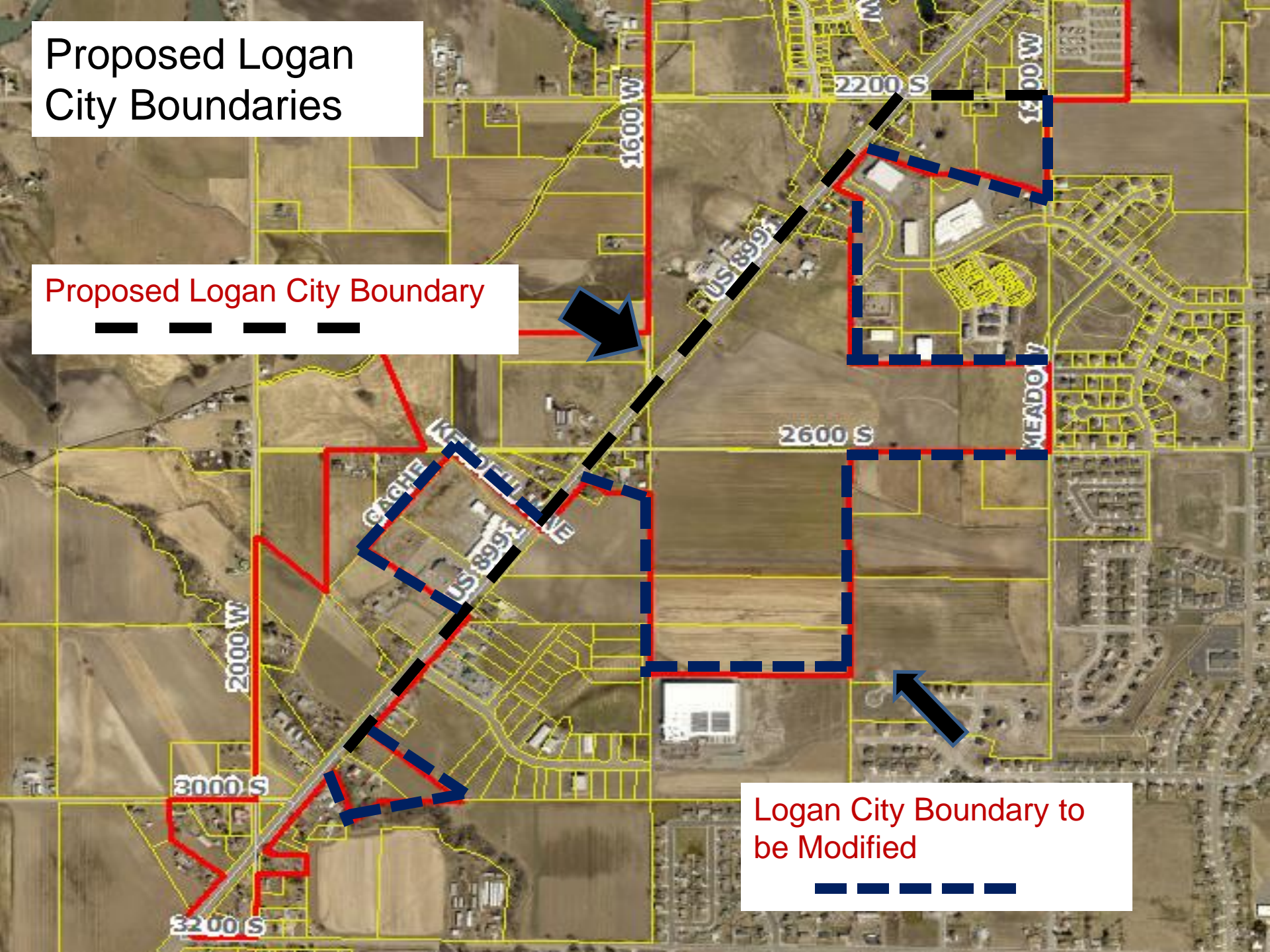


Proposed Logan
City Boundaries

Proposed Logan City Boundary

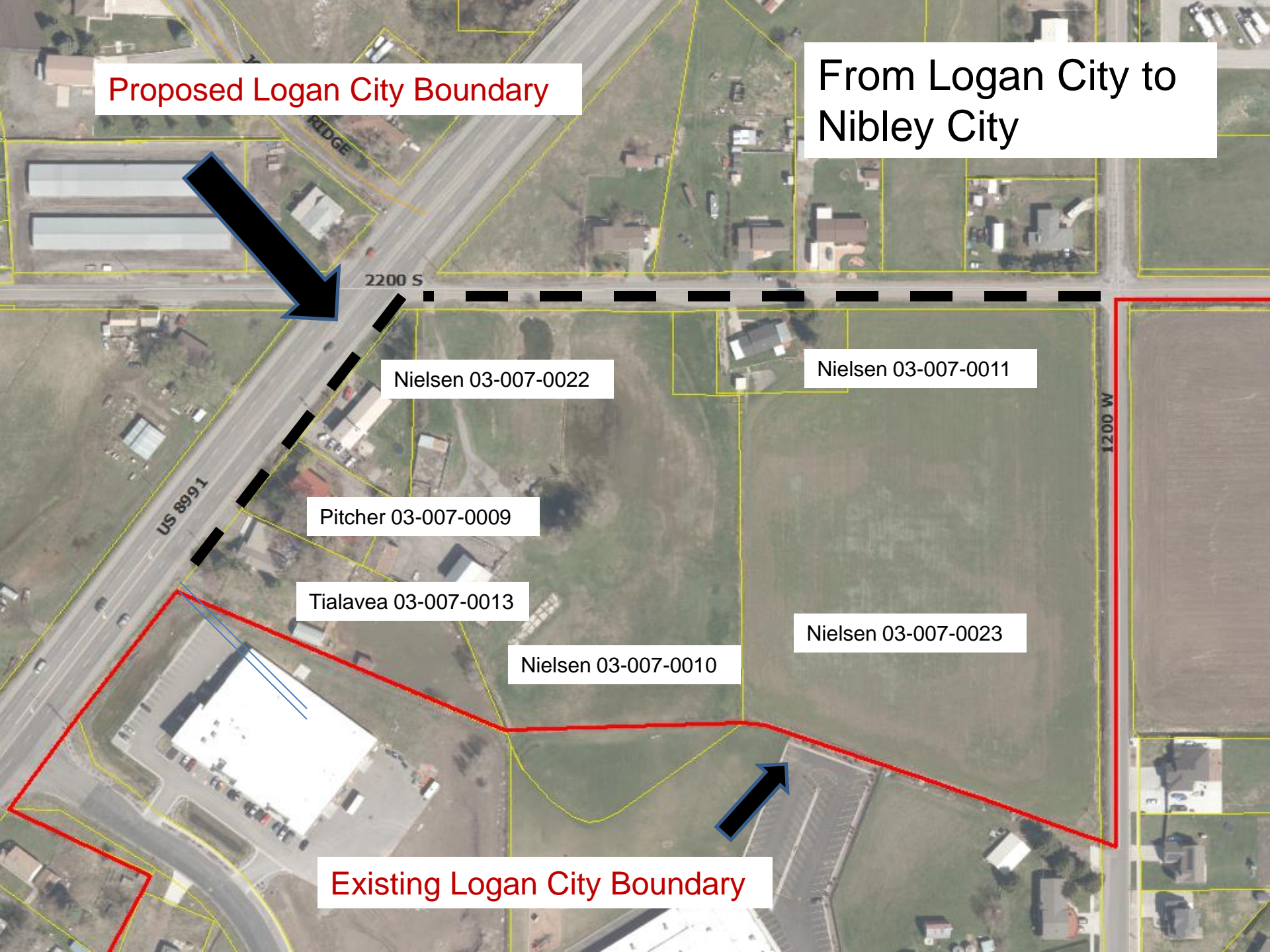


Logan City Boundary to
be Modified



Proposed Logan City Boundary

From Logan City to Nibley City



Nielsen 03-007-0022

Nielsen 03-007-0011

Pitcher 03-007-0009

Tialavea 03-007-0013

Nielsen 03-007-0023

Nielsen 03-007-0010

Existing Logan City Boundary

From Logan City to Nibley City

Proposed Logan City Boundary



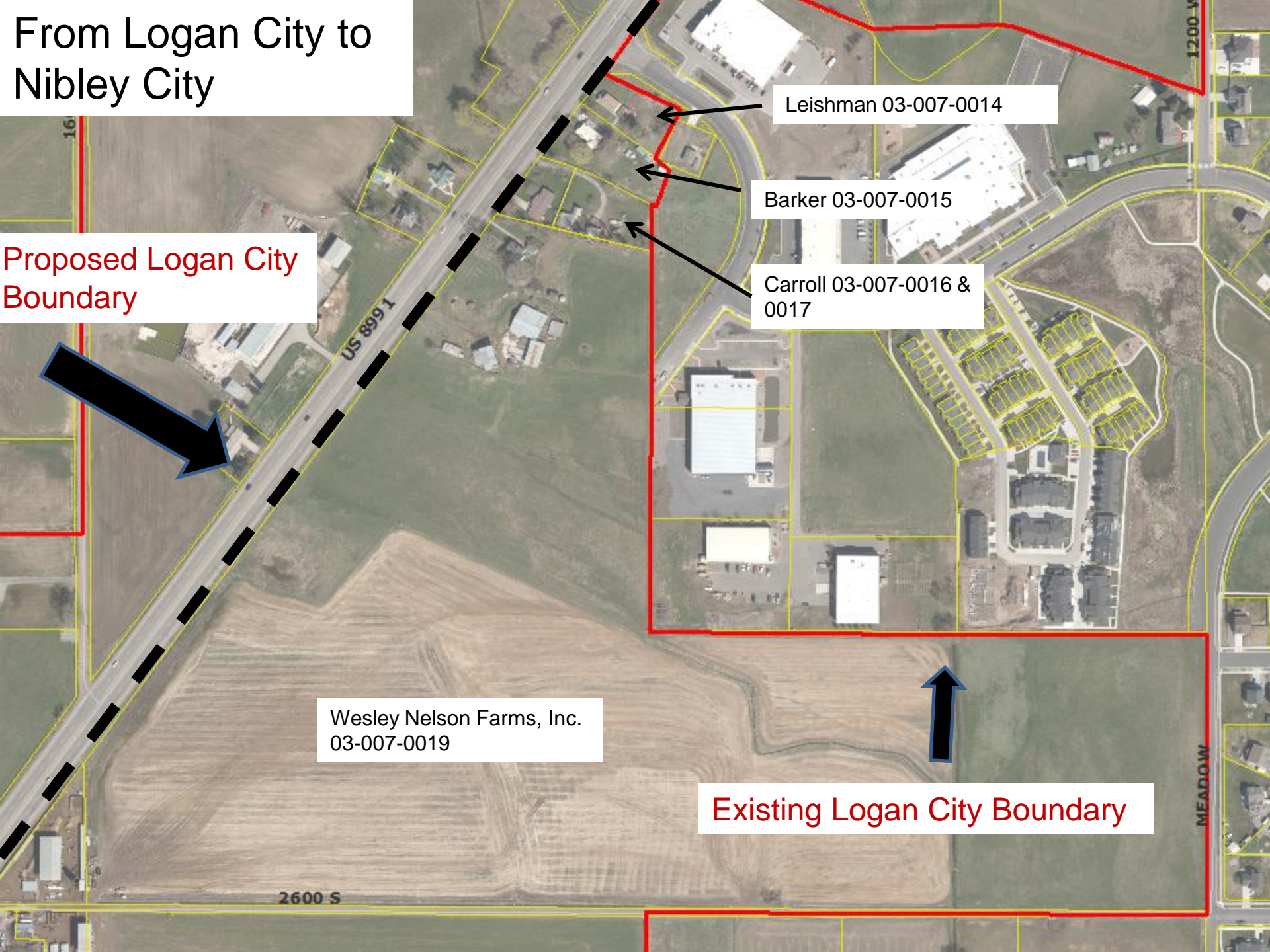
Leishman 03-007-0014

Barker 03-007-0015

Carroll 03-007-0016 & 0017

Wesley Nelson Farms, Inc.
03-007-0019

Existing Logan City Boundary



Proposed Logan City Boundary

From Logan City to Nibley City

Tri H Farms, LLC 03-009-0036

Wesley Nelson Farms, Inc. 03-007-0019

Terry & Michelle Hansen 03-012-0006

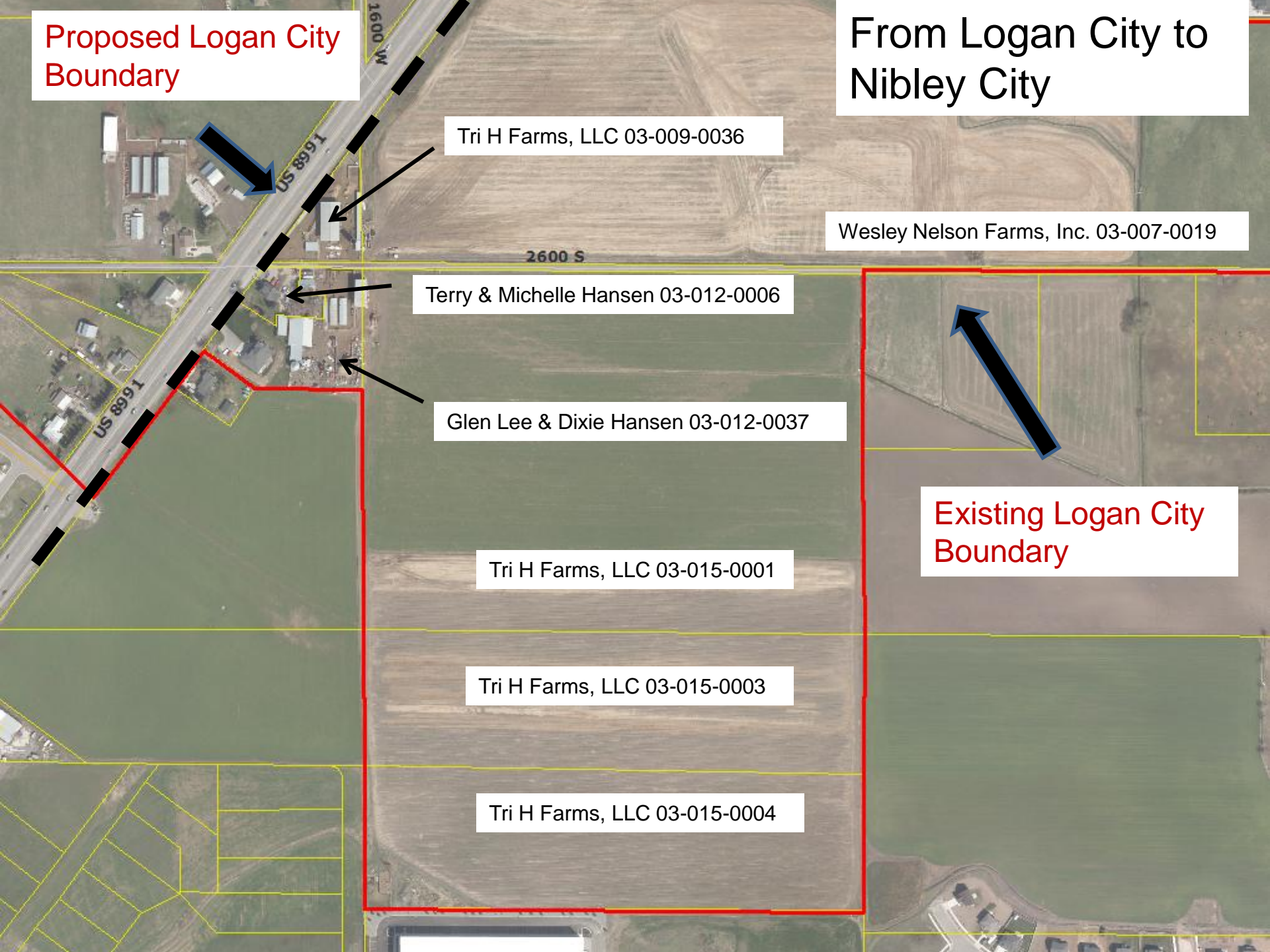
Glen Lee & Dixie Hansen 03-012-0037

Tri H Farms, LLC 03-015-0001

Tri H Farms, LLC 03-015-0003

Tri H Farms, LLC 03-015-0004

Existing Logan City Boundary



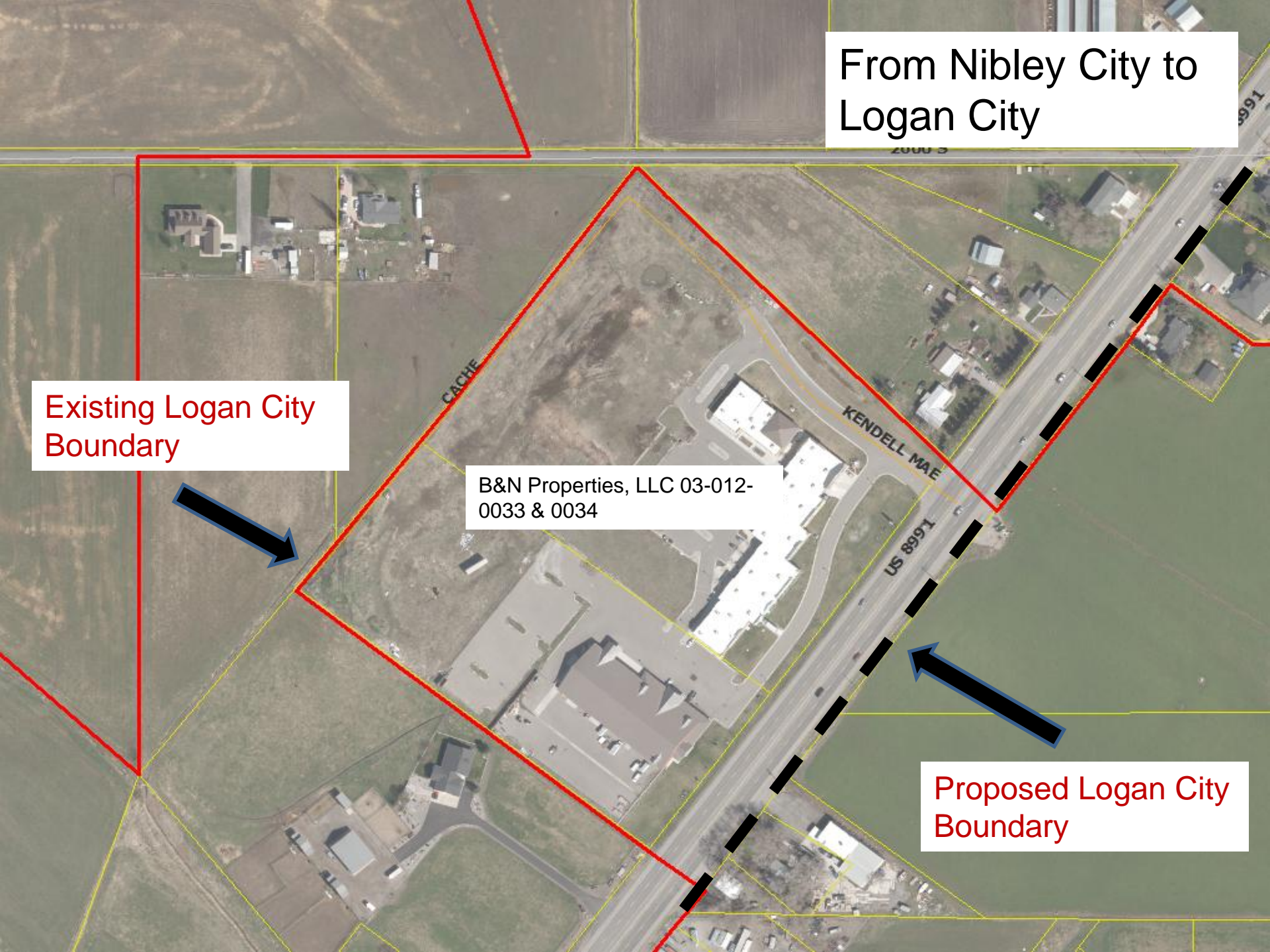
From Nibley City to Logan City

Existing Logan City Boundary



B&N Properties, LLC 03-012-0033 & 0034

Proposed Logan City Boundary

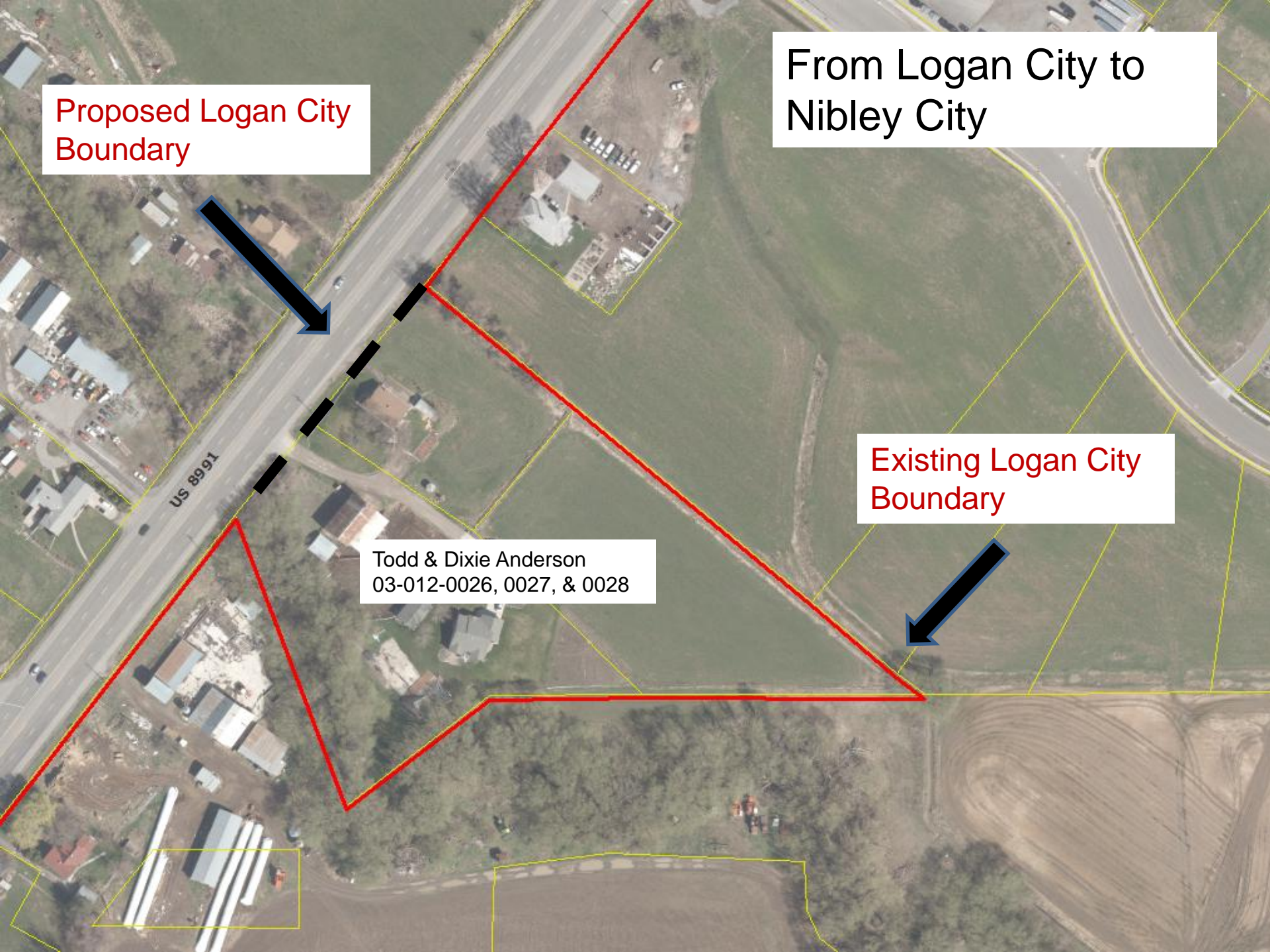


Proposed Logan City Boundary

From Logan City to Nibley City

Existing Logan City Boundary

Todd & Dixie Anderson
03-012-0026, 0027, & 0028



Logan City & Nibley City Boundary Adjustment

From Logan to Nibley

Tax ID	Name	Acreage	Assessed Value
03-007-0009	Pitcher, Larry & Bette	0.38	146,200
03-007-0010	Nielsen, Lynn & Bernice	4.83	154,695
03-007-0011	Nielsen, Lynn & Bernice	0.42	130,600
03-007-0013	Tialavea, Robyn	1.11	150,050
03-007-0022	Nielsen, Cindy	0.48	187,820
03-007-0023	Nielsen, Lynn & Bernice	6.24	175,770
03-007-0026	Thomas Edison Charter School	0.46	0
03-007-0014	Leishman, Matt	0.52	120,220
03-007-0015	Barker, Vernon & Karen	0.77	142,700
03-007-0016	Carroll, John & Jan	0.40	155,100
03-007-0017	Carroll, John & Jan	0.66	123,320
03-007-0019	Wesley Nelson Farms Inc.	55.36	1,733,947
03-009-0036	Tri H Farms, LLC	0.96	46,806
03-012-0006	Hansen, Terry & Michelle	0.49	145,000
03-012-0037	Hansen, Glen & Dixie	2.00	311,600
03-012-0039	Tri H Farms, LLC	1.18	
03-015-0001	Tri H Farms, LLC	29.75	803,250
03-015-0003	Tri H Farms, LLC	10.94	
03-015-0004	Tri H Farms, LLC	10.94	
03-012-0026	Anderson, Todd & Dixie	1.18	133,680
03-012-0027	Anderson, Todd & Dixie	2.11	36,180
03-012-0028	Anderson, Todd & Dixie	2.51	284,380
22 Parcels	13 Property Owners	133.69 Acres	4,981,318

From Nibley to Logan

Tax ID	Name	Acreage	Assessed Value
03-012-0033	B&N Properties, LLC	0.39	
03-012-0034	B&N Properties, LLC	5.47	2,224,083
03-012-0038	B&N Properties, LLC	7.19	2,947,790
3 Parcels	1 Property Owner	13.05 Acres	5,171,873

RESOLUTION 17-10

A RESOLUTION INDICATING THE INTENT TO ADJUST THE MUNICIPAL BOUNDARIES BETWEEN THE CITY OF LOGAN AND THE CITY OF NIBLEY

WHEREAS, the Nibley City Council finds that it is in the best interest of Nibley to adjust the boundary between the City of Logan and the City of Nibley; and

WHEREAS, the boundary adjustment as set forth below will not materially injure the public in general or any person; and

WHEREAS, UCA 10-2-419 requires that the City Council of each municipality so desiring to adjust their common boundary adopt a resolution indicating their intent.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE NIBLEY CITY COUNCIL that it is their intent that the common boundaries between the City of Logan and the City of Nibley shall be adjusted for the properties identified below and as shown in Exhibit A:

From Logan to Nibley

Tax ID	Name	Tax ID	Name
03-007-0009	Pitcher, Larry & Bette	03-007-0017	Carroll, John & Jan
03-007-0010	Nielsen, Lynn & Bernice	03-007-0019	Wesley Nelson Farms Inc.
03-007-0011	Nielsen, Lynn & Bernice	03-009-0036	Tri H Farms, LLC
03-007-0013	Tialavea, Robyn	03-012-0006	Hansen, Terry & Michelle
03-007-0022	Nielsen, Cindy	03-012-0037	Hansen, Glen & Dixie
03-007-0023	Nielsen, Lynn & Bernice	03-015-0001	Tri H Farms, LLC
03-007-0014	Leishman, Matt	03-012-0026	Anderson, Todd & Dixie
03-007-0015	Barker, Vernon & Karen	03-012-0027	Anderson, Todd & Dixie
03-007-0016	Carroll, John & Jan	03-012-0028	Anderson, Todd & Dixie
03-007-0026	Thomas Edison Charter School	03-015-0003	Tri H Farms, LLC
03-012-0039	Tri H Farms, LLC	03-015-0004	Tri H Farms, LLC

From Nibley to Logan

Tax ID	Name	Tax ID	Name	Tax ID	Name
03-012-0033	B&N Properties	03-012-0034	B&N Properties	03-012-0038	B&N Properties

ADOPTED BY THE NIBLEY CITY COUNCIL THIS ____ DAY OF _____, 2017.

ATTEST:

David Zook, Recorder

Shaun Dustin, Mayor