

NIBLEY CITY DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is entered into by NIBLEY CITY ("**City**") and R & W ENTERPRISES INC., a Utah corporation, together with PROJECT VALOR, a STATE 501(c)(3) non-profit organization (collectively, "**Developer**"), and is effective as of the date that it is executed by all parties, as shown by the signatures contained herein.

RECITALS

- A. Developer owns or otherwise has the right to develop certain property located within the City and seeks to develop the same ("**Development**"), containing approximately 5.36 acres, which property is more particularly described as:

Parcel 03-7020-0018

BEG IN S LN OF 2600 S ST AT PT E 382.59 FT OF PT BR S 33 FT & E 1320 FT FROM NW COR NE/4 SEC 21 T 11N R 1E & TH S 2*10'31" E 489.62 FT TH N 89*50'47" E 494.03 FT TH N 2*30'24"W 488.41 FT TO S LN OF SD ST TH W 491.25 FT ALG SD ST TO BEG

LESS 0.17 AC TO NIBLEY CITY FOR ROAD IN BK 980 PG 194

- B. The Development is zoned under applicable City land use regulations as R-2 ("**Zoning**") and currently has been developed as a legal non-conforming mobile home park.
- C. Developer desires to construct and/or install a single "Boxabl Casita" or similar pre-constructed dwelling unit structure ("**Casita**") on a vacant storage area on the southeast corner of the Development, in order to house transitioning and/or homeless veterans.
- D. Developer has prepared preliminary and conceptual plans and documents for the Development, which plans show the proposed uses and other improvements for the Development ("**Development Plans**"), which Development Plans are attached and incorporated herein as Exhibit A.
- E. City has, determined that the approval of this Agreement with Developer, and the establishment thereby of specific requirements, elements, and aspects of the Development, some or all of which are not currently allowed under the Zoning, will result in benefits to the City and its residents that are not provided by the Zoning.
- F. The Parties therefore desire to enter into this Agreement in order to provide specific requirements, elements, conditions, and standards that will govern the Development.

TERMS

1. Compliance with Regulations.

- a. The Development remains subject to all terms, conditions, and requirements of the Zoning and all other applicable federal, state, county, and City laws, ordinances,

codes, standards, and land use regulations applicable to the Development and to any building, improvement, landscaping, excavation, or other work required or related to the Development, including but not limited to payment of fees and compliance with design, construction, and building and fire code standards. This Agreement does not grant any land use approval or land use permit, and Developer agrees to apply for all such required approvals and permits prior to commencing any work or construction.

- b. To the extent that the terms, conditions, and requirements of this Agreement and the Development Plans expressly modify or are in direct conflict with the Zoning or another City-adopted ordinance, standard, or land use regulation applicable to the Development, this Agreement shall control and take precedence, but only to the extent of the express modification or direct conflict.
 - c. Nothing herein alters the non-conforming status of the Development. Any restoration, reconstruction, redevelopment, or other change in use of any part of the Development, including the Casita, must comply with the Zoning and Nibley City Code ("NCC") 19.26.
2. **Construction of Casita.** Developer shall be entitled to construct, install, place, locate, and maintain the Casita in a manner substantially similar to and in substantial compliance with the Development Plans, attached hereto, and the terms, conditions, and requirements set forth below. The express terms of this Agreement shall control and take precedence in the event of a conflict between the Development Plans and this Agreement.
- a. **Units.** No more than one (1) Casita may be installed pursuant to this Agreement. No other dwelling units are permitted to be constructed within the Development pursuant to this Agreement. Any other or additional dwelling units proposed to be constructed shall comply with the Zoning and Nibley City Code ("NCC") 19.26.
 - b. **Veteran Housing.** The Casita shall be occupied by no more than one family, as defined by NCC. At least one person within such family must be a United States military veteran. Developer shall be responsible for verifying veteran status and shall confirm and document veteran status to City upon City's reasonable request.
 - c. **Setbacks and Regulations:** The Casita shall be setback at least ten feet (10') from property lines and public or private streets (top back of curb), and setback at least eighteen feet (18') from all other homes, buildings, and structures. The Casita shall be limited to the following dimensions: 19 feet in width X 38 feet in length and shall be compliant with Americans with Disabilities Act (ADA) guidelines. The Casita shall have a maximum building footprint of 760 square feet and maximum height of 12 feet above finished grade. The Casita shall be provided with at least one (1) off-street parking space.
 - d. **Permits:** The Casita shall require a building permit and certificate of occupancy prior to construction and occupancy, respectively, of the Casita.

- c. Water Efficiency Improvement Plan: The Developer shall be required to submit a plan to significantly reduce or eliminate loss of water for the private water lines which service the mobile home park prior to certificate of occupancy of the Casita. The Plan shall detail specific capital improvements to be made to the system, including a time frame for installation.
 - f. Profitability: The property owner of the parcel shall not receive any profit from the rental of the space for the Casita. Utilities and maintenance fees associated with the use may be assessed, but no net monetary profit may be obtained from the rental of land for the Casita.
 - g. Design Elements: Developer agrees to construct and develop the Casita and related improvements according to the design elements and specifications as set forth in the Development Plans and this Agreement. Developer acknowledges that City is not authorized, under state law, to regulate design elements of one to two family dwellings without the request and agreement of Developer. Developer hereby requests and agrees to the imposition of such design elements in recognition of and in exchange for the benefits granted to Developer herein.
 - h. Unit Address Identification: All units within the mobile home park, including the proposed casita, must be properly identified with numbers which are legible from the private street.
 - i. Signage: All signage on the property must adhere to Nibley City sign standards in NCC 19.24.150.
3. **Reserved Legislative Powers.** The execution of this Agreement and the establishment of the vested rights shall not prevent the City, pursuant to the exercise of its legislative authority and power, to amend, enact, or repeal any provision of the Zoning or any other ordinance, specification, standard, or code, provided that no such legislative action shall reduce or eliminate the Developer's vested rights under this Agreement unless facts and circumstances are present and specifically found by the governing body of the City that meet the compelling, countervailing public interest exception to the vested rights doctrine under Utah law. Any such proposed legislative action affecting the vested rights shall be of general application to all development activity in the City.
4. **Recordation.** This Agreement, including the Development Plans, shall be recorded against title to all real property that is included the Development prior to any further land use application, permit, or approval being sought for the Development. Developer shall ensure that there are no holders of interest that are superior in title to this Agreement, and that all interests, including but not limited to liens, mortgages, deeds of trust, and other similar instruments, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish the fact of the recordation and of the priority of this Agreement prior to receiving any further approval related to the Development.
5. **Assignment; Successors Bound.** This Agreement may be assigned and transferred by Developer. This Agreement shall run with the land and be binding on and inure to the

benefit of the successors and assigns of Developer, such that any person who obtains any right, title, or interest to any portion of the Development shall be bound by the rights and obligations of this Agreement and shall be responsible for performance of Developer's obligations related to such portion in the same manner as Developer. All assignees, transferees, and successors in interest shall be bound by all terms of this Agreement applicable to Developer as though such party were named herein as Developer.

6. **Modifications to Development.**

- a. Developer shall develop, construct, improve, and maintain the Casita in a manner substantially similar to and in substantial compliance with the Development Plans and this Agreement, provided that Developer may adjust the final placement or location of the Casita and other improvements within and upon the Development as necessary and as approved by the City through the City building permit review and approval processes, so long as such adjustments do not materially change the overall design and intent of the Development and comply with this Agreement.
- b. In the event of a dispute between Developer and the City as to whether a change is "material," no change, modification, or adjustment shall be made without express, written City approval of such change, modification, or adjustment.

7. **Term.** The term of this Agreement shall commence as of the Agreement's effective date and shall continue until it is terminated, rendering the Development subject to the general zoning regulations applicable to the affected property, as set forth herein:

- a. The Agreement may be terminated due to the uncured breach or default of one of the parties hereto, subject to the provisions set forth in Section 15.
- b. The Agreement may be terminated by the mutual agreement of the parties.
- c. The Agreement may be terminated by the City if Developer fails to submit a building permit for the Casita within twelve (12) months after the effective date of this Agreement, or fails to obtain a certificate of occupancy for the Casita within twenty-four (24) months after the effective date of this Agreement.
- d. Developer may apply for an extension of the deadlines set forth in this Section from the governing body of the City, who may grant an extension, with such terms and conditions as the body finds expedient, upon a finding of good cause for the delay or extension.

8. **Default.**

- a. In the event of a breach or default of any term of this Agreement, the non-breaching party shall provide written notice to the breaching party. Such notice shall describe the alleged breach, the applicable provisions of this Agreement, and the actions necessary to remedy and cure the breach.
- b. Within 30 days after the date of such notice, the breaching party shall either:

- i. cure the breach and notify the non-breaching party, in writing, of the actions taken to cure the breach; or
 - ii. notify the non-breaching party, in writing, why the breach cannot be cured within 30 days and establishing a reasonable time to cure such breach, with a description of the actions to be taken by the breaching party.
 - c. In the event the breaching party does not cure the breach or default within the specified timeframes, the non-breaching party may declare this Agreement to be terminated and send written notice of such declaration to the breaching party.
9. **Severability.** Each provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provisions shall not affect the enforceability of any other provision hereof.
10. **No Waiver.** Failure of a party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise, at some future time, said right or any other right it may have hereunder, provided that this provision shall not operate to excuse Developer's non-compliance with the deadlines set forth in Section 14. No modification, waiver, or amendment to any right, term, condition, obligation, or provision of this Agreement shall be valid unless adopted through the process set forth in Section 13.
11. **Entire Agreement.**
- a. This Agreement is the entire agreement between the Parties with respect to the Development and the special rights and obligations granted to and assumed by Developer related to the Development.
 - b. This Agreement shall supersede all prior agreements, conversations, understandings, contracts, and representations related to the Development or any term or provision of this Agreement. Neither party shall rely on or attempt to enforce any statement or representation, not contained herein, made by any person regarding the Development or Developer's rights and obligations thereto.
12. **Enforcement and Governing Law.** This Agreement may be enforced by any means available to the parties, subject to the notice and default provisions set forth in Section 15. This Agreement shall be governed by the laws of the State of Utah, and any court proceedings shall be brought in the First Judicial District Court of the State of Utah. Prior to initiating any such litigation, the parties shall first attempt to mediate or seek an advisory opinion regarding any dispute related to this Agreement through the Utah Property Rights Ombudsman's office or another qualified mediator that both parties agree upon. A party that prevails in any litigation following such mediation or opinion regarding this Agreement shall be entitled to recover their reasonable court costs and attorney fees related to the litigation.

13. **Third Parties.** This Agreement is intended for the sole benefit of the named parties thereto. No third party, except for permitted assignees, transferees, and successors-in-interest, shall have any right to enforce any of the terms or obligations herein contained.
14. **Representations.** The persons signing this Agreement on behalf of the parties represent and warrant that they have the authority and authorization to execute the Agreement on behalf of the respective party such that the party will be bound by all rights, obligations, terms, and conditions herein, and that all steps, requirements, and processes necessary for a party to approve and execute the Agreement have each been completed.

For Nibley City:

By: LARRY JACOBSEN

Mayor

Date: 27 March 2024

Attested by:

Cheryl Bodily

City Recorder

For Developer: R & W ENTERPRISES INCBy: Rod RoundsName: Rod RoundsDate: 3-20-24Title: President

STATE OF UTAH)

: SS

County of Cache)

On the 20 day of March, 2024, personally appeared before me,
Rod Rounds, the _____ of Developer, the
 signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

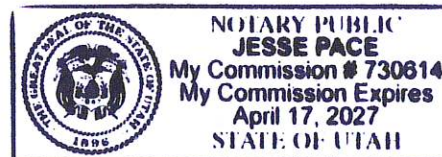
Jesse Pace

NOTARY PUBLIC

For Developer: PROJECT VALORBy: Michael FortuneName: MICHAEL FORTUNEDate: 3/20/24Title: President

STATE OF UTAH)

: SS

County of Cach)

On the 20 day of March, 2024, personally appeared before me,
Michael Fortune, the _____ of Developer, the
 signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

Jesse Pace

NOTARY PUBLIC

BOXABLE CASITA B

PREFABRICATED MODULAR DWELLING UNITS

DRAWING INDEX		
REVISIONS	Sheet Number	Sheet Title
	00-00-00	
	00-00-00	
	02-14-23	
	01-19-2023	
	G1.0	COVER SHEET
	G2.0	ENERGY CALCS
	G2.1	ENERGY CALCS
		ARCHITECTURAL
	A1.0	FLOOR PLAN
	A2.0	EXTERIOR ELEVATIONS
	A3.0	WALL SECTIONS
		MECHANICAL
	M1.0	MECHANICAL NOTES, SYMBOLS, AND ABBREVIATIONS
	M2.0	MECHANICAL PLANS
	M3.0	MECHANICAL DETAILS
		ELECTRICAL
	E0.1	SYMBOL LIST, GENERAL NOTES & SPECIFICATIONS
	E1.0	ELECTRICAL PLANS
		PLUMBING
	P1.0	PLUMBING NOTES, SYMBOLS, AND ABBREVIATIONS
	P2.0	PLUMBING PLANS
	P3.0	PLUMBING DETAILS

SCOPE OF WORK

BUILDING INFORMATION:

GENERAL NOTES

WORK TO INCLUDE:

- THESE UNITS ARE PRE-ENGINEERED FACTORY BUILT ACCESSORY DWELLING UNITS, PLUMBING, ELECTRICAL, & HVAC ARE PRE-INSTALLED, AND ARE CONNECTED TO INCOMING UTILITIES WHEN THE UNIT IS SET ON SITE.
- FOUNDATION SYSTEM IS PERMITTED & INSTALLED SEPARATELY BY THE UNIT OWNER.
- THIS SET IS INTENDED TO BE USED IN CONJUNCTION WITH THE MANUFACTURERS' PANEL DRAWINGS AND STRUCTURAL DRAWINGS.

ADDRESS:

ADDRESS: 1234 STREET

COUNTY:

STATE:

BUILDING CODE:

- BUILDING CODE
- MECHANICAL CODE
- ELECTRICAL CODE
- PLUMBING CODE
- ENERGY CODE
- FIRE PREVENTION CODE
- 2018 INTERNATIONAL RESIDENTIAL CODE
- 2018 INTERNATIONAL MECHANICAL CODE
- 2020 NATIONAL ELECTRICAL CODE
- 2018 INTERNATIONAL PLUMBING CODE
- 2018 INTERNATIONAL ENERGY CONSERVATION CODE
- 2018 INTERNATIONAL FIRE CODE

PROJECT CONTACTS

BUILDING DATA

ARCHITECT

SEVAN DESIGN SOLUTIONS P.L.C.
DOOE LICH AND PARKWAY

SUITE 850

DOWNERS GROVE, ILLINOIS

630-733-9647
105 Penn Plaza

תוצאות | 2024

MECHANICAL & PLUMBING ENG

WCM ENGINEERS, INC.
750 CREE DRIVE

WOOD DALE, IL 60191

630-595-8800

JOSEPH G. HOWAS

OCCUPANCY CLASSIFICATION: IRC ACCESSORY STRUCTURE OR DWELLING UNIT

TOTAL BUILDING AREA: 361 SQFT

BUILDING HEIGHT: 10'-9"

CONSTRUCTION TYPE 31-8

CASTAS DESIGNED FOR THE WORST CASE ULTIMATE WIND SPEED AND EXPOSURE CONDITIONS

IN UTAH : 105 mph (REACT); 155 mph (ACTUAL) EXPOSURE C. SEISMIC LOADS ARE NEGL.

TESTS PASSED:

ASTM E84 NON-COMBUSTIBLE MATERIAL CONSTRUCTION

ANY WORK THAT INVOLVES UTILIZING A PRE-MANUFACTURED COMPONENT, OR OTHER FIELD ASSEMBLED OR FIELD APPLIED SYSTEM IS THE SOLE RESPONSIBILITY OF THE ENTITY ENGAGED TO PERFORM THAT WORK. ANY ERRORS, OMISSIONS, DEFECTS, OR DAMAGES CAUSED BY AN DEVIATION FROM THE MANUFACTURERS GUIDELINES, RECOMMENDATIONS, OR SPECIFICATIONS, SHALL BE THE SOLE RESPONSIBILITY OF THE ENTITY RESPONSIBLE FOR SUCH ACTION, AND ANY REQUIRED REMEDIES, INCLUDING REPERCUSSION SHALL BE THE RESPONSIBILITY OF THE PARTY RESPONSIBLE FOR THE ERROR, OR OMISSION, THAT CAUSED THE DAMAGE OR DEFECT.

IT IS NOT THE INTENT OF THESE DRAWINGS TO SHOW EXACT DETAIL OR BALANCE THAT MAY BE REQUIRED TO CONSTRUCT THE WORK SHOWN. IN ADDITION, IT IS ASSUMED THAT EACH CONTRACTOR IS FAMILIAR WITH EACH PORTION OF THEIR WORK, WHETHER THEY ARE CONSTRUCTING OR ASSEMBLING THE REQUIRED COMPONENTS, OR FOLLOWING MANUFACTURERS' GUIDELINES, RECOMMENDATIONS, OR SPECIFICATIONS FOR A PARTICULAR PORTION OF THEIR WORK.

DISPENSES THAT MADE UP THE SCOPE OF THE PROJECT.

THESE DRAWINGS WERE PREPARED BASED ON THE ASSUMPTION THAT ANY CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR VENDOR INVOLVED IN THE CONSTRUCTION OF THE WORK DESCRIBED HEREIN HAS DISBURSED IN THEIR RESPECTIVE AREAS OR DISPOSED THAT MADE UP THE SCOPE OF THE PROJECT.

THE ARCHITECT AND/OR CONSULTANTS DO NOT WARRANT OR GUARANTEE THE COMPLETENESS OF THE WORK BEYOND A REASONABLE DILIGENCE. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS ARE FOUND TO EXIST IN THE WORK PRODUCT, THE ARCHITECT SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHAT STEPS ARE NECESSARY TO RESOLVE THE ISSUE. FAILURE TO PROMPTLY NOTIFY THE ARCHITECT OF SUCH CONDITIONS, SHALL REMOVE THE ARCHITECT FROM ANY RESPONSIBILITY OF SUCH FAILURE. ACTION TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE ARCHITECT, IN CONNECTION WITH THE WORK PRODUCT, OR THE RECOMMENDATIONS OF THE ARCHITECT SHALL BECOME THE RESPONSIBILITY OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION.

THE INFORMATION SHOWN ON THESE DRAWINGS IS BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF THE ARCHITECT. THE INFORMATION CANNOT BE GUARANTEED TO SHOW EXISTING CONDITIONS. EACH CONTRACTOR ON THIS PROJECT SHALL READ AND STUDY THE TOTAL SET OF DRAWINGS FOR ALL WORK. CONTRACTORS MUST VISIT THE SITE AND DETERMINE ALL FIELD CONDITIONS. ALL DIMENSIONS SHALL BE VERIFIED AND ALL DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT PRIOR TO BID SUBMISSION.

GENERAL NOTES

seven
DESIGN SOLUTIONS, P.C.

Corporate office
3025 Highland Parkway | Suite 850
Downers Grove, IL 60515

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INTEGRITY | RESPECT | TEAMWORK
DETERMINATION | CREATIVITY

PROFESSIONAL SEAL



STRENGTH OF EVIDENCE THAT THESE DRUGS HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF NONE OF THEM IS THE GOODS AND DRUGS OF PREPARATION DURING THE

MODEL:

UTAH
20 CASITA B

PAGE LAYOUT

NOTES:

DESCRIPTION

DA PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN
THIS DRAWING IS THE SOLE
PROPERTY OF BOXAB, INC. ANY
REPRODUCTION IN PART OR AS
A WHOLE WITHOUT THE WRITTEN
PERMISSION OF BOXAB, INC. IS
PROHIBITED.

PROJECT:

DRAWN BY: XX

REVIEWED BY: D

REVISION:

EXPIRE DATE: 07-16-99

000110A/E 03-12-23

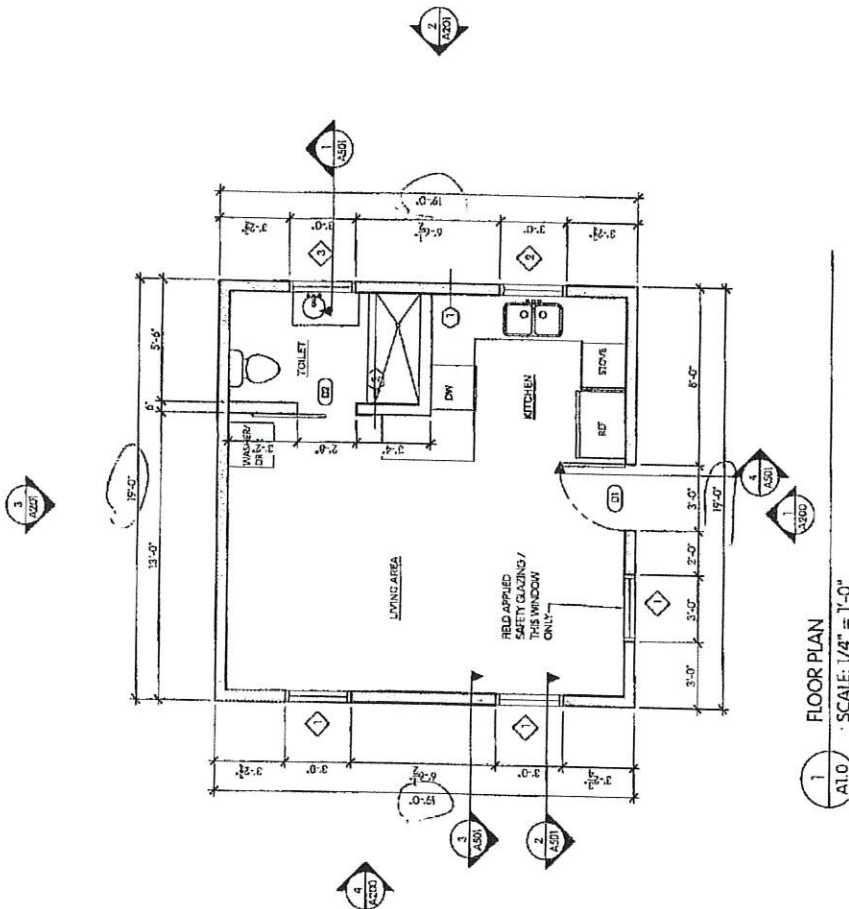
SHEET: A1.0

LEGEND



NOTE:

SEE MANUFACTURER'S DRAWINGS FOR UTILITY CONNECTIONS, PANEL DETAILS, MODULAR CONNECTIONS & ALL RELATED STRUCTURAL DETAILS



FLOOR PLAN

SCALE: 1/2" = 1'-0"

WINDOW & DOOR SCHEDULE

WINDOW & DOOR SCHEDULE							
NUMBER	PRODUCT	CONFIGURATION	SIZE	MATERIAL	U-FACTOR	SOLAR HEAT GAIN (SHGC)	NOTES
1	WINDOW	SINGLE HUNG	3'-0" X 6'-0"	VINYL	0.400	0.25	
2	WINDOW	FIXED	3'-0" X 4'-0"	VINYL	0.400	0.25	
3	WINDOW	FIXED	3'-0" X 2'-0"	VINYL	0.400	0.25	
4B	DOOR	ENTRY DOOR	3'-0" X 8'-0"	FIBERGLASS	0.400	0.25	
6B	DOOR	TOILET DOOR	2'-8" X 8'-0"	BARN DOOR	0	0	BARN STYLE SWING