NIBLEY CITY PLANNING AND ZONING COMMISSION AGENDA
THURSDAY, JULY 9, 2026 – 6:30 PM MT

The anchor location for this meeting shall be Nibley City Hall, 455 W 3200 S NIBLEY UT 84321-6337. Pursuant to Utah Code Annotated §52-4-207 and Nibley City Resolution 12-04, this meeting may be conducted electronically. Members of the public may attend the meeting in person at the anchor location identified above or may observe the proceedings live via the YouTube link provided on the Nibley City website. Written public comments intended for consideration by the Planning and Zoning Commission should be submitted to talonb@nibleycity.gov no later than 5:00 PM MT on the Wednesday preceding the meeting to allow for sufficient time for distribution to the Commission. Applicants and other interested parties wishing to provide comments after the submission deadline are encouraged to present such comments during the applicable public hearing.

1. **Call to Order and Roll Call**
2. **Discussion and Consideration:** Approval of the June 4, 2026, Meeting Minutes and the Current Agenda
3. **Public Hearing**: Ordinance 26-22—Development Agreement for the Dove Creek Subdivision, a 14-Lot Open Space Subdivision, Located at Approximately 3450 S 450 W, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code for Open Space Parcel Size and Trail Requirements
4. **Discussion and Consideration**: Recommendation for Ordinance 26-22—Development Agreement for the Dove Creek Subdivision, a 14-Lot Open Space Subdivision, Located at Approximately 3450 S 450 W, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code for Open Space Parcel Size and Trail Requirements
5. **Discussion and Consideration**: Preliminary Plat for the Dove Creek Subdivision, a 14-Lot Open Space Subdivision, Located at Approximately 3450 S 450 W
6. **Public Hearing**: Ordinance 26-21—Amending NCC 19.24.250 Accessory Dwelling Unit Standards, Including Impact Fee Provisions, Lot Size Requirements, and Conversion of Accessory Buildings
7. **Discussion and Consideration**: Recommendation for Ordinance 26-21—Amending NCC 19.24.250 Accessory Dwelling Unit Standards, Including Impact Fee Provisions, Lot Size Requirements, and Conversion of Accessory Buildings
8. **Workshop**: Sign Regulations
9. **Staff Report and Action Items**

Adjourn

No agenda item shall begin after 10:00 PM MT without a unanimous vote of the Nibley City Planning and Zoning Commission. Agenda items scheduled late in the evening that are not heard may be continued to the next regularly scheduled meeting. Agenda items may be continued if the Commissioners determine that unresolved issues require further consideration before a motion is made.

Nibley City's next scheduled City Council meeting is on Thursday, July 16, 2026, at 6:30 PM MT.

Nibley City's next scheduled Planning and Zoning Commission meeting is on Thursday, July 30, 2026, at 6:30 PM MT.

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.

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Nibley City Planning and Zoning Commission Agenda Item Report

July 9, 2026

Agenda Items #3 & #4: Dove Creek Development Agreement

Description

Public Hearing: Ordinance 26-22—Development Agreement for the Dove Creek Subdivision, a 14-Lot Open Space Subdivision, Located at Approximately 3450 S 450 W, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code for Open Space Parcel Size and Trail Requirements

Discussion and Consideration: Recommendation for Ordinance 26-22—Development Agreement for the Dove Creek Subdivision, a 14-Lot Open Space Subdivision, Located at Approximately 3450 S 450 W, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code for Open Space Parcel Size and Trail Requirements

Department

City Planning

Action Type

Legislative

Recommendation

Recommend Approval of Ordinance 26-22—Development Agreement for the Dove Creek Subdivision, a 14-Lot Open Space Subdivision, Located at Approximately 3450 S 450 W, Setting Forth Terms and Conditions for the Development, Including Exceptions to Nibley City Code for Open Space Parcel Size and Trail Requirements

Reviewed By

City Planner, City Engineer, City Attorney

Background

An applicant has applied for Preliminary Plat for Dove Creek Subdivision. Dove Creek is a proposed Open Space Subdivision, located near 3450 S 450 W within an R-2 zone. The development is described in more detail under agenda item #5. A development agreement is required for this subdivision since it is an Open Space Subdivision. Furthermore, City Council is the approval authority for the development agreement since the applicant is requesting terms outside of the requirements of City ordinances and standards (NCC 21.06.060(B)(1)(c). In addition to standard terms for the development, the agreement includes the following terms for consideration.

11. Developer shall build all trails according to Preliminary Plat. Notwithstanding requirements of NCC 21.12.060(F), Developer shall not be required to build master planned trail connection between west border of subdivision and existing sidewalk that connects to the Apple Creek Subdivision between Parcels 03-198-0035 and 03-198-0034.
14. Notwithstanding requirements of NCC 21.10.020(I)(1 & 3) that requires 0.5 acre parcels for open space land, Developer shall be allowed to dedicate as open space a 0.44 acre parcel as noted as Open Space 2 on the Preliminary Plat.

Staff is supportive of Term 14 since the parcels (open space 2) that is less than 0.5 acres at 0.44 acre is contiguous with other conservation parcels to the north in the Apple Creek Subdivision, together with the trail corridor and other open space parcel. However, Staff recommends removing Term 11 and require the full length of the master-planned trail, as described in Item 5 of this report.

Recommended Condition

1. Remove Term 11, which allows for an exception to the requirements of NCC 21.12.060(F). Provide the complete section of trail connecting from the northeast to the northwest border of the subdivision, including additional 8’ wide trail connecting Apple Tree Ft sidewalk to Mt Vista Trails and widening sidewalk to 8’ along 450 W between northeast border and proposed trail inlet.

NIBLEY CITY
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement"), entered into this ___ day of_____, 2026, between Ben Johnson, ("Developer") and NIBLEY CITY, ("City"), and

WHEREAS, Developer desires to develop certain portion on land known as Dove Creek (the "Development"), more particularly described as follows:

A portion of 7, Block 17, MILLVILLE WEST FIELD FARM SURVEY, located in the NW1/4 of Section
28, Township 11 North, Range 1 East, Salt Lake Base & Meridian, Nibley, Utah, more particularly described as
follows:
Beginning at the northeast corner of MOUNT VISTA Subdivision, Phase 1, and a point on the south line of
APPLE CREEK Subdivision, Phase 1, according to the Official Plat thereof on file in the Office of the Cache
County Recorder, located South 2,626.34 feet and East 1,776.14 feet from the West 1/4 Corner of Section 21, T11N,
R1E, S.L.B.& M. (Basis of Bearing: N0°27'11"W along the Section line between the West 1/4 Corner and the
Northwest Corner of said Section 21); thence S89°06'23"E (plat: N89°05'23"W) along the south line of APPLE
CREEK Subdivision, Phase 1 & Phase 2, according to the Official Plats thereof on file in the Office of the Cache
County Recorder 597.48 feet to the southeast corner of said subdivision, the southwest corner of ANDERSON
ESTATES PHASE 3 and the northwest corner of JOHNSON MEADOWS LANE Subdivision according to the
Official Plats thereof on file in the Office of the Cache County Recorder; thence S0°37'01"W (plat: S0°50'46"W)
along the west line of said JOHNSON MEADOWS LANE subdivision 441.35 feet to the southeast corner of
MOUNT VISTA Subdivision, Phase 3, according to the Official Plat thereof on file in the Office of the Cache
County Recorder; thence N89°05'40"W along the north line of said subdivision 599.70 feet to the east line of said,
MOUNT VISTA Subdivision Phase 2; thence N0°54'21"E along said east line 441.13 feet to the point of beginning.
Contains: 6.06 +/- acres

WHEREAS, plans for the Development are on file with City and are incorporated by reference herein;
WHEREAS, it is necessary for the interest of the public welfare that improvements to be 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 Chapter 21.14 of the Nibley City Code, the Developer is required to furnish security for the completion of all improvements.
NOW THEREFORE, to induce City to approve said plans and allow use of city-owned utilities and access and/or other improvements, Developer does hereby unconditionally promise and agree with 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 21.14, Developer shall tender to City Improvement Completion Assurance in the amount of $_____, which is the original bond amount of $_____ less the amount of work already completed of $_____. Subject to Section 17 below, in the event that Developer shall fail or neglect to fulfill the obligations under this Agreement, City may foreclose on the Improvement Completion Assurance and construct or cause to be constructed said streets and other improvements as shown on said plans as required by City ordinances and Design Standards. Upon completion of said improvements Developer shall be liable to pay to, and indemnify City for, the final total cost actually incurred by City in foreclosing on the Improvement Completion Assurance and completing all required improvements, including but not limited to, engineering, legal and contingent costs, together with any damages which 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 Completion Assurance.

3. Notwithstanding the foregoing, prior to Developer's obligation to pay City for the foregoing costs, if necessary, City shall provide Developer with actual invoices, bills of sale, receipts, or other reasonably acceptable documentation, as determined by Developer in its reasonable discretion, evidencing such actual costs incurred by City. Developer's liability shall in no way be limited to the amount of the Improvement Completion Assurance. At the discretion of Developer and per the Nibley City Financial Assurance

Code and Process, this Improvement Completion Assurance may be included as a provision or part of the Surety Bond specified below.

4. Developer hereby acknowledges that the execution of this Agreement, on its own. Does not constitute final plat approval nor permission to begin development, and that any such approvals granted by the City may be granted only upon Developer's compliance with the terms of Nibley City Ordinances, Design Standards, and this Agreement.
5. Developer shall complete all improvements in substantial accordance with the approved construction drawings, landscape plan, final plat, applicable City codes, statutes, and ordinances, and to the fullest extent permitted under the laws of the City, State of Utah, and United States (collectively, the "Vested Rights").

6. Developer shall construct each sewer manhole collar and each water valve collar in appropriate locations according to the approved construction drawings. Developer must either pay the City a "street tree fee" for the purchasing and installing of trees within the Development or purchase and install the street trees as improvements to the Development. The number of trees total [_____] and the type of tree is referenced in the Landscape plan approved by Nibley City Administrative Land Use Authority. The City fee for all ____ trees is $_____ or $____ per tree as calculated in the Street Tree Cost letter. If the Developer elects to purchase and plant the street trees, Developer will have up to 2 years after the completion of the Development to install street trees adjacent to constructed homes. At the end of the 2-year period, the Developer may choose to pay the per tree cost to the City for any unplanted trees after which the City will assume the responsibility to construct the remaining trees; request to extend tree planting for another 2 years; or install the remaining trees after providing reasonable means for watering and maintenance. While the street trees remain an obligation of the Developer, a proportional portion of the Surety Bond will remain in place to guarantee the cost of installation. In all cases, proportional financial assurances shall be held by the Developer until improvements are completed per the prescribed improvement completion, inspection, and acceptance process and the financial assurance release process, as set forth in Nibley City Code, this Agreement, and the terms of any specific agreement, instrument, or document governing the financial assurances.

7. Developer shall complete a Storm Water Management BMP Maintenance Agreement for privately owned storm water infrastructure within the project. The Storm Water Management BMP Maintenance Agreement shall be completed and recorded on the property prior to or simultaneously with recordation of the final plat.
8. Developer shall supply the City with water rights or shares for the development. The amount of shares shall be calculated using Utah R309-510 for indoor and outdoor culinary and irrigation use and reviewed and approved by the City Engineer.

9. Developer shall be responsible for the maintenance, repair, and upkeep of all public improvements until such improvements are completed and are inspected and officially accepted by the City. The City shall not be liable for any damage or deterioration of such improvements prior to acceptance. Developer shall provide Improvement Completion Assurance or a Surety Bond in accordance with NCC 21.14 in the sum equal to ten percent (10%) of the estimated costs of all improvements, in the amount of _____, installed in the Development as estimated by the City Engineer for the period of Developer's warranty on the improvements in the Development as described in Nibley City Code 21.14.050. The Surety Bond shall meet all the criteria outlined in Nibley City Code Chapter 21.14. At the discretion of Developer and per the Nibley City Financial Assurance Code and Process, this Surety Bond may be included as a provision or part of the Improvement Completion Assurance specified in Paragraph 2 above.
    a. Warranty. The Developer shall warrant that the improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the City accepts the improvements when completed by the Developer, or on behalf of the Developer, and as requested by the Developer for conditional acceptance as provided by separate agreement or by law.
10. Developer or project homeowner association (HOA) shall be responsible for the upkeep and maintenance of all common areas within the project.
11. Developer shall build all trails according to Preliminary Plat. Notwithstanding requirements of NCC 21.12.060(F), Developer shall not be required to build master planned trail connection between west border of subdivision and existing sidewalk that connects to the Apple Creek Subdivision between Parcels 03-198-0035 and 03-198-0034.

~~11.~~12. Developer or adjacent property owner acknowledges and agrees to maintain all trails and sidewalks through the ~~HOA~~Subdivision.

~~12.~~13. Developer acknowledges gates on trails are prohibited.

~~13.~~14. Notwithstanding requirements of NCC 21.10.020(I)(1 & 3) that requires 0.5 acre parcels for open space land, Developer shall be allowed to dedicate as~~et Green~~open space a 0.44 ~~.5~~acre parcel as noted as~~exemption approval from city council for Green~~Open Space 2 on the Preliminary Plat.~~, prior to final plat approval~~.

~~14.~~15. Developer shall comply with all applicable federal, Utah State, county, and City ordinances, requirements, regulations, standards, and laws that are currently in effect or pending adoption pursuant to Utah Code Ann. ~~§ 10-9a-509~~, including zoning except as expressly and specifically modified by this Agreement ("Applicable Law") 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 Law as now existing and as enacted and/or amended prior to construction, subject to Developer's Vested Rights as set forth in below. In the event of a conflict between this Agreement and any applicable federal, state,

Commented [LR1]: Is this applicable? My understanding is that all the open space will be private.

Commented [LR2]: Is there going to be an HOA?

Formatted: English (United States)

or county requirement, regulation, or law, the federal, state, or county requirement, regulation, or law shall prevail to the extent of such conflict.

~~15.~~16. Developer shall pay all development fees in accordance with City Codes and the City's Consolidated Fee Schedule prior to final approval to begin construction activity and/or recordation of final plat.

~~16.~~17. 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. The Notice to Proceed shall not be unreasonably withheld, conditioned, or delayed by the Public Works Director or the City. In the event the Public Works Director is unavailable to issue such Notice to Proceed in a timely manner then the City Engineer or City Manager shall be authorized to issue the same without the need for any additional consents or approvals.

~~17.~~18. Upsizing. City shall not require Developer to "upsize" any public improvements (i.e., to construct the improvements to a size larger than required to service the Development) unless the City agrees to compensate Developer for the pro rata cost incurred as a result of such upsizing. Compensation to Developer for any upsizing of improvements shall be agreed to by Developer and the City as part of a customary reimbursement agreement which may be entered into by such parties; provided, however, execution of such reimbursement agreement shall not be deemed as a condition precedent to Developer commencing construction and/or the City processing and issuing or approving any applications submitted by Developer.

~~18.~~19. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. Developer may develop the Development in accordance with the Vested Rights. The parties intend that the rights granted to Developer under this Agreement are contractual and also those rights that exist under statute, common law, and at equity. The parties specifically intend that this Agreement grants to Developer "vested rights" as that term is also construed in Utah's common law and pursuant to Utah Code Ann. ~~§ 10-9a-509~~.

b. Construction Improvements. Developer shall construct improvements in accordance with all City codes, ordinances, and standards ("City Requirements") adopted by the Nibley City Council at the time of vesting. City staff and Developer will work in good faith to develop construction improvement plans that meet City Requirements; however, if items on the construction plans are identified by the City or Developer to be non-compliant with City Requirements, Developer shall construct improvements according to City Requirements.

c. Applicable Development Regulations. Neither the City nor any department or agency of the City shall impose upon the Development (whether by initiative, or other means) any ordinance, resolution, rule, regulation, standard, directive, condition, or other measure (each a "New Law") that reduces or impacts the rights provided by this Agreement or by the Vested Rights. For example, a New Law conflicts with this Agreement or the Vested Rights if it does any of the following

in a way that is more restrictive than the current law, whether by targeting this Development specifically or as part of a general law:

d. Changes the allowed uses of the Development;
e. Limits or controls the speed, order, or timing of the approval or construction of any part of the Development, unless allowed by this Agreement or current law; or
f. Applies a new rule to the Development that is not applied uniformly to similar projects or properties across the City.
g. Legislative Powers. The City shall process each application of the Developer consistent with the Vested Rights, provided that nothing in this Agreement shall limit the future exercise of the police power and legislative authority of the City, which power and authority is expressly reserved and retained. Notwithstanding such retained power, no New Law that conflicts with this Agreement or the Vested Rights shall apply to the Development unless the City finds and determines that the policies, facts, and circumstances satisfy the compelling, countervailing public interest exception to the vested rights doctrine, consistent with Utah Code Ann. § 10-9a-509 and *Western Land Equities v. City of Logan*, 617 P.2d 388 (Utah 1980). Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any New Law that may affect the Vested Rights, this Agreement, or the Development.

~~19.~~20. 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, which consent shall not be unreasonably withheld, conditioned, or delayed.

~~20.~~21. Default. An "Event of Default" shall occur under this Agreement if any party fails to perform its obligations hereunder when due and the defaulting party has not performed the delinquent obligations within ninety (90) days following delivery to the defaulting party of written notice of such delinquency and/or default. Notwithstanding the foregoing, if the identified default or delinquency cannot be reasonably cured with the foregoing 90-day period, the defaulting party shall not be in default so long as said defaulting party commences to cure the identified default within that 90-day period and diligently continues such cure in good faith until complete. Prior to either party exercising any default remedies set forth herein, the non-defaulting party hereby agrees to meet and confer with the defaulting party to explore and determine, in good faith, a mutually acceptable resolution to cure the default or an acceptable plan to cure the default in the future.

~~21.~~22. Termination. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement shall be until ten (10) years after this Agreement is recorded (unless earlier terminated or modified by written amendment as set forth below). The term may be extended automatically for up to two (2) periods of five (5) years each if no Event of Default remains uncured, or Developer has commenced any curing activities. Upon

termination or expiration of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

~~22.~~23. Force Majeure. Any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations, or controls; pandemics or epidemics; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period of time equal to the duration of that prevention, delay, or stoppage. In the event of such force majeure, the affected party shall notify the other party as soon as reasonably possible and shall do everything possible to resume its performance under this Agreement. If the period of non-performance exceeds ninety (90) days, the party not affected by the force majeure event may terminate this Agreement by giving thirty (30) days' notice to the affected party.

~~23.~~24. Notices. Any notices, requests, and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer:	Ben Johnson. 1648 n 1770 e Logan, UT 84339 Benjohnsonproperty@gmail.com
To the City:	Nibley City Attn:_____ _____ _____ Email:_____

~~24.~~25. Applicable Law and Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah. The Parties hereby submit to the exclusive jurisdiction of the federal and state courts in the State of Utah located in Cache County in any suit or proceeding arising out of or relating to this Agreement.

~~25.~~26. Estoppel Certificate. If no Event of Default has occurred or remains uncured in the provisions of this Agreement and upon five (5) days prior written request by Developer or a sub-developer, the City will execute an estoppel certificate to any third party certifying

that Developer (or a sub-developer), as the case may be, at that time is not known by the City to be in default of the terms of this Agreement.

~~26.~~27. Relationship of the Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the City and the Developer.

~~27.~~28. 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.

~~28.~~29. 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.

~~29.~~30. 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.

~~30.~~31. 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.

~~31.~~32. No Third Parties. This Agreement, and all Exhibits thereto, is intended for the sole benefit of the named parties thereto. No third party, except for permitted successors and assigns, shall have any right to enforce any of the terms or obligations herein.

~~32.~~33. 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.

~~33.~~34. Attorney Fees. Both parties shall pay for their own attorney fees and costs arising out of or connected in any way to the execution of this Agreement. Any Party that prevails in any legal proceeding, including court proceedings, arbitration, and administrative proceedings, to enforce this Agreement or adjudicate any issues under or in connection with this Agreement will be entitled to recover its reasonable attorney fees, costs, and expenses of such proceeding.

~~34.~~35. Indemnification. Each of the parties agrees to indemnify and hold harmless the other party, including its officers, employees, and agents, for damages, claims, suits, and actions arising out of the indemnifying party's (including officers', employees', or agents') negligent or intentional errors or omissions in connection with this Agreement.

~~35.~~36. Insurance. Developer shall procure and maintain general liability insurance in an amount no less than one million dollars ($1,000,000.00) per occurrence, with the City named as an additional insured, for any claims related to the project. Proof of such insurance shall be provided to the City prior to the commencement of work.

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

NIBLEY CITY _____ By: Its: City Manager	**Ben Johnson** _____

STATE OF UTAH)
:ss
County of Cache)

On this ____ day of _____, 20___, personally appeared before me , 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 _____, 20___, personally appeared before me, Ben Johnson, the signer of the within instrument.

NOTARY PUBLIC

OPEN SPACE AGREEMENT

(Dove Creek Residential Development)

THIS OPEN SPACE AGREEMENT (this "Agreement") is made and entered into as of **[_____, *20*]** (the "Effective Date"), by and between **DOVE CREEK, LLC**, a Utah limited liability company ("Developer"), and **NIBLEY CITY**, a Utah municipal corporation (the "City"). Developer and the City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Developer is the owner of certain real property located in Nibley City, Cache County, Utah, more particularly described in the Dove Creek subdivision plat recorded with the Cache County Recorder as Entry No. [_____] (the "Project"), which Developer is developing as a residential development.

B. As a condition of approval of the Project, the City requires that certain portions of the Project be designated, preserved, maintained, and used as open space in accordance with Nibley City's ordinances, including the Nibley City Land Use Code (collectively, the "City Code").

C. The Project includes three (3) parcels designated as open space and identified on the recorded plat as "Open Space 1," "Open Space 2," and "Open Space 3" (each an "Open Space Parcel" and, collectively, the "Open Space").

D. Developer intends to convey each Open Space Parcel by sale to one or more private individuals or private entities (each, a "Purchaser"), and such conveyances shall be subject to the maintenance and use obligations set forth in this Agreement.

E. The Parties desire to enter into this Agreement to ensure that the Open Space is preserved, maintained, and used in accordance with the City Code following conveyance to a Purchaser.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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1. INCORPORATION OF RECITALS

The above Recitals are true and correct and are hereby incorporated into this Agreement by reference.

2. IDENTIFICATION OF OPEN SPACE

The Open Space subject to this Agreement consists of the following three (3) parcels, as depicted and described on the recorded subdivision plat for the Project:

2.1 "Open Space 1" — Parcel No. [_____**], containing approximately [**__] acres, more or less.

2.2 "Open Space 2" — Parcel No. [_____**], containing approximately [**__] acres, more or less.

2.3 "Open Space 3" — Parcel No. [_____**], containing approximately [**__] acres, more or less.

Each Open Space Parcel shall remain designated as open space and shall be subject to the terms of this Agreement and the City Code, regardless of ownership.

3. CONVEYANCE OF OPEN SPACE TO PRIVATE PARTIES

The Parties acknowledge and agree that all of the Open Space Parcels will be sold and conveyed by Developer to one or more private individuals or private entities. The Open Space will not be dedicated to, or owned by, the City.

3.1 Permitted Purchasers. Developer may sell each Open Space Parcel to any private individual or private entity, including, without limitation, an adjoining property owner, a homeowners' association, a trust, or other private entity. The City shall have no obligation to accept ownership of any Open Space Parcel.

3.2 Required Disclosures and Covenants. Prior to the conveyance of any Open Space Parcel, Developer shall: (i) deliver a copy of this Agreement and the applicable provisions of the City Code to the prospective Purchaser; and (ii) cause the deed of conveyance, or a separate covenant recorded against the Open Space Parcel, to expressly state that the parcel is an Open Space Parcel subject to this Agreement and the City Code, that such designation runs with the land, and that the Purchaser and all successors and assigns are bound thereby.

3.3 Notice to City. Within thirty (30) days after the closing of the sale of any Open Space Parcel, Developer shall provide written notice to the City identifying the Purchaser, the Open Space Parcel conveyed, and the recording information for the deed.

4. MAINTENANCE OBLIGATIONS

Each Purchaser shall, at its sole cost and expense, maintain its Open Space Parcel in accordance with the City Code and the approved Dove Creek Final Maintenance Plan (Appendix A), including all applicable standards for landscaping, weed and pest control, irrigation, fencing, drainage, trails, vegetation, and other maintenance requirements set forth in the City Code (including but not limited to NCC 21.12.060(f)), as the same may be amended from time to time.

4.1 Continuing Obligation. The maintenance obligations set forth in this Section 4 are continuing obligations that run with the land and bind each Purchaser and its successors and assigns for so long as the parcel is designated as open space.

4.2 No City Maintenance. The City shall have no obligation to maintain, repair, or improve any Open Space Parcel, and the City's rights under this Agreement shall not be construed to create any such obligation.

4.3 Developer's Interim Responsibility. Until an Open Space Parcel is conveyed to a Purchaser, Developer shall be responsible for maintaining that Open Space Parcel in accordance with the City Code.

5. USE RESTRICTIONS

Each Open Space Parcel shall be used solely for purposes permitted under the City Code for designated open space. No Purchaser shall use, develop, alter, subdivide, or improve an Open Space Parcel except in accordance with the City Code, and no use shall be made of an Open Space Parcel that is inconsistent with its designation as open space.

5.1 Prohibited Activities. Without limiting the generality of the foregoing, no Purchaser shall construct any dwelling unit, commercial structure, or other improvement on an Open Space Parcel except as expressly permitted by the City Code, and no Purchaser shall conduct any activity on an Open Space Parcel that violates the City Code.

5.2 Required Approvals. Any improvement or alteration to an Open Space Parcel that requires City approval under the City Code shall not be undertaken until all required approvals have been obtained.

6. COVENANT RUNNING WITH THE LAND

The covenants, conditions, restrictions, and obligations set forth in this Agreement are intended to, and shall, constitute equitable servitudes and covenants running with the land. They shall be binding upon and inure to the benefit of Developer, the City, each Purchaser, and their respective successors, assigns, heirs, transferees, and grantees, and shall remain in full force and effect for so long as the Open Space remains designated as open space under the City Code or this Agreement.

7. ENFORCEMENT

The City shall have the right, but not the obligation, to enforce this Agreement and the City Code against Developer and each Purchaser. The City's enforcement rights include, without limitation, the rights set forth below.

7.1 Notice and Cure. Before exercising any remedy under this Section 7, the City shall provide written notice to the Developer or Purchaser, as applicable, specifying the alleged violation and providing a reasonable period to cure, which shall be not less than thirty (30) days, except in the case of an emergency or imminent threat to public health or safety.

7.2 Self-Help. If a Purchaser or Developer fails to cure a violation within the cure period, the City may, but is not required to, enter the Open Space Parcel and perform such maintenance or take such other action as is reasonably necessary to bring the parcel into compliance with the City Code, and the City's reasonable costs of doing so shall be the obligation of the responsible party. Such costs, if not paid within thirty (30) days after written demand, may be collected by the City in any lawful manner, including, without limitation, by recording a lien against the affected Open Space Parcel.

7.3 Other Remedies. The City may also pursue any other remedy available at law or in equity, including, without limitation, injunctive relief and specific performance. All remedies are cumulative and non-exclusive.

8. INDEMNIFICATION

To the fullest extent permitted by law, Developer (and, upon conveyance of an Open Space Parcel, the applicable Purchaser as to that parcel) shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (i) the ownership, use, or maintenance of the Open Space Parcel; or (ii) the indemnifying party's breach of this Agreement, except to the extent caused by the negligence or willful misconduct of the City.

9. INSURANCE

Each Purchaser shall, to the extent required by the City Code, maintain liability insurance covering its Open Space Parcel in the form and amounts required by the City Code or by a separate written agreement with the City.

10. NO PUBLIC DEDICATION

Nothing in this Agreement shall be construed as a dedication of any Open Space Parcel to the public or to the City. The City's rights under this Agreement are regulatory and contractual only, and the City does not, by entering into this Agreement, accept any ownership, possessory, or maintenance interest in any Open Space Parcel.

11. GENERAL PROVISIONS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict-of-laws principles.

11.2 Venue. Any action arising out of or relating to this Agreement shall be brought exclusively in the First Judicial District Court in and for Cache County, Utah.

11.3 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered by hand, by recognized overnight courier, or by certified mail, return receipt requested, to the addresses set forth below the signature blocks, or to such other address as a Party may designate by written notice.

11.4 Amendment. This Agreement may be amended only by a written instrument signed by the Parties (or their successors in interest with respect to the Open Space Parcels then owned by them) and recorded against the affected Open Space Parcel(s).

11.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.6 No Waiver. No delay or failure by the City in exercising any right under this Agreement shall constitute a waiver of that right.

11.7 Recording. Developer shall record this Agreement against each Open Space Parcel in the official records of the Cache County Recorder promptly after execution by the Parties, at Developer's expense.

11.8 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.9 Entire Agreement. This Agreement, together with the recorded plat for the Project and the City Code, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

DEVELOPER:

DOVE CREEK, LLC, a Utah limited liability company

By: _____

Name: _____

Title: _____

Address for Notices: Dove Creek, LLC [Street Address] [City, State ZIP] Attn: [_____]

CITY:

NIBLEY CITY, a Utah municipal corporation

By: _____

Name: _____

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: City Recorder

Address for Notices: Nibley City 455 W 3200 S Nibley, Utah 84321 Attn: City Recorder

ACKNOWLEDGMENTS

STATE OF UTAH) : ss. COUNTY OF CACHE)

On this _____ day of _____***, 20***, personally appeared before me _____, who, being by me duly sworn, did say that he/she is the _____ of **DOVE CREEK, LLC**, and that the foregoing instrument was signed on behalf of said limited liability company, and acknowledged to me that said limited liability company executed the same.

NOTARY PUBLIC

STATE OF UTAH) : ss. COUNTY OF CACHE)

On this _____ day of _____***, 20***, personally appeared before me _____, who, being by me duly sworn, did say that he/she is the Mayor of **NIBLEY CITY**, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of said municipal corporation, and acknowledged to me that said municipal corporation executed the same.

NOTARY PUBLIC

Draft prepared for review. This document is a template and is not legal advice; have it reviewed by qualified Utah counsel before execution.

Appendix A: Final Maintenance Plan

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Agenda Item #5: Dove Creek Preliminary Plat

Description

Discussion and Consideration: Preliminary Plat for the Dove Creek Subdivision, a 14-Lot Open Space Subdivision, Located at Approximately 3450 S 450 W

Department

City Planning

Action Type

Administrative

Recommendation

Approval of the Preliminary Plat for the Dove Creek Subdivision

Reviewed By

City Planner, City Engineer, Public Works

Background

An applicant has applied for Preliminary Plat for Dove Creek Subdivision. Dove Creek is a proposed Open Space Subdivision, located near 3450 South 450 West within an R-2 zone. The Open Space Subdivision Code was recently updated on March 12, 2026, but this application was submitted prior to the amendment being discussed or considered. Therefore, this application should be evaluated based upon the standards adopted at the time of application.

Below is a summary of the development and associated requirements:

	NCC Requirements	Dove Creek
Total Gross Acres	N/A	6.06
Totel Net Acres	N/A	4.83
Open Space Ratio	N/A	0.40
Incentive Multiplier	N/A	1.4

Maximum Lots	14	14
Minimum Lot Size	7,800 sq. ft.	8,090 sq. ft.
Average Lot Size (less open space area)	9,200 sq. ft.	9,563 sq. ft
Minimum street frontage	80 ft.	80 ft.

Zoning and space requirements

NCC 21.10.020(E)(1) provides lot standards within an open space subdivision. As noted in the chart above, developments that dedicate greater than 40% of open space may include up to 40% more lots than in a standard subdivision. The proposed plat complies with Nibley City Code with respect to lot size, maximum lots, and street frontage for the amount of open space that is proposed to be dedicated. The minimum setbacks noted on the plat conform with NCC 19.22.

Open Space

NCC 21.10.020(D) requires that the applicant submit a sensitive area designation plan map and a maintenance plan for preserved open space. The sensitive lands map has been incorporated into the Preliminary Plat on the Civil Plan page. Noted sensitive lands for this property include irrigation canals on the northern border of the development, steep slopes on the northwest corner and wetlands on the northwest corner. The remainder of the property is pasture/farmland.

The applicant has proposed that open space be provided in 3 conservancy lots on the northern and southern portions of the development and that they be improved and maintained by individual property owners. The landscape plan shows trees to be planted in the park strip. However, it should be noted that trees are required to be installed by the developer, not the homeowner, per Nibley City Code.

NCC 21.10.020(I) provides design standards for open space. In particular, it provides that open space land shall meet 3 or more of the listed standards. Within the preliminary maintenance plan, the applicant has justified meeting 3 standards. In reviewing the application, Staff has determined that generally, 4 open space design standards are being met.

1. *Significant Areas and Natural Landscape: Open Space Land shall include the most unique and sensitive resources and locally significant features of the property within the subdivision. Specifically, meadows, waterways and wetlands as defined in this Ordinance, and tree stands and contain a minimum of 0.5 acres. Other uses include berms, wildlife corridors and/or habitat and must extend a minimum of 15' on each side of the feature. This Open Space Land may also contain historic buildings and/or sites, archeological sites, and cultural features. The maintenance plan shall outline how the property will be preserved and maintained. The maintenance plan must specify what type of feature(s) that is being preserved and how the property will be maintained.*

The applicant states 'The open space will maintain the canal waterway, tree stand and meadows, satisfying standard 1.'

2. *Contiguous Land: Open Space Land within a Rural Conservation Subdivision shall be contiguous within the subdivision, or to other Open Space Land in adjacent subdivisions or developments to provide for large and integrated Open Space Land areas within the City.*

The applicant states 'The open space will be a contiguous piece of land, satisfying standard 2.' Although the open space is not completely contiguous within the subdivision, each of the two open space areas is contiguous with open space on adjacent properties (Apple Creek & Mount Vista).

3. *Agricultural Land: Privately held Open Space Land that is used for agricultural purposes as defined in this Ordinance and is 0.5 acre or greater in size.*

The applicant stated "The open space will be used for agricultural purposes and be larger than .5 acres, satisfying standard 3." While this is generally true, one of the parcels (open space 2) is less than 0.5 acres at 0.44 acre. However, given the fact that it is contiguous with other conservation parcels to the north in the Apple Creek Subdivision, together with the trail corridor and other open space parcel, Staff recommends granting an exception to this standard within the development agreement.

5. *Pedestrian Access: Developer shall provide pedestrian access to Open Space Land which is open to public or owners' association member use. Access methods can be a trail, park, recreation space, or neighborhood gathering space.*

The applicant is providing publicly accessible trails to access open space areas, thus satisfying standard 5.

Utilities

The applicant has provided approximate locations for connecting utilities to Nibley City's utility system, including locations of sewer, water lines and stormwater management. Public utility easements are also provided for planned utilities.

Nibley City engineer and public works director have reviewed the plans to ensure feasibility and compliance with City standards. There are some pending issues with the plans that need to be addressed during the final plat stage of approving the subdivision that the City Engineer has identified, including the following:

1) Provide a Stormwater Maintenance Agreement that will be recorded with the Final Plat.
2) Provide Water Use Calculations and equivalent water shares/rights with Final approval.
3) Provide an Engineer's Estimate of the development cost at submittal for Final Plat review.

4) Provide a means to convey overflow from the roadside swales in 3450 South the the stormwater pond.
5) A more detailed stormwater analysis of the southeast and northeast areas along 450 West will need to be addressed at final plat and CDs.
6) Proposed dog house style manhole will not be allowed.
7) Need to specify tree species that meets Tree Policy Plan on final plan.
8) The sidewalk from the cul-de-sac must have a fence along each side of the right of way.
9) Hydrants placed in swales shall be bermed for 5 feet each way.

Canals

The applicant proposes to leave the canal on the north border of the property undisturbed. The applicant has provided a letter from Nibley-BSF Irrigation acknowledging that they have seen the plans and have 30 days to comment to the City, in accordance with NCC 21.08.010(C)(6)(a). Although not required at this time, the City will notify the canal companies upon submittal for final plat. It will be the owner/developer responsibility to complete applications, work with the canal owners' engineers through the final design and acceptance of impacts to canals, and pay associated canal review fees.

Transportation

The proposed development is adjacent to the master-planned 450 West roadway and proposes roadway improvements, including curb gutter and sidewalk along the majority of the development. For the far southeast corner of the development, there is a 110’ section of the road without sufficient width that the applicant or the City controls. For this section, only curb, gutter and sidewalk is proposed. All roadway improvements, including a minimum 20’ wide pavement should be provided here per Nibley City standards. For this reason, the applicant should provide payment in-lieu to cover cost when the roadway is continued to the south in the future.

The proposed cross section of the access street in the subdivision is a modified TS-13, which includes 29’ of pavement, an 8’ swale and 5’ sidewalks.

The Active Transportation Plan includes a trail on the north border of this subdivision. The applicant proposes to provide an 8’ trail section on the east portion of the development between the sidewalk inlet from the Apple Creek Subdivision to 450 West. The applicant has requested an exception from the requirement to provide the remainder of the trail, citing grading issues. Although this exception is incorporated into the draft development agreement, Staff recommends that the applicant provide the complete section of trail connecting from the northeast to the northwest border of the subdivision.

Recommended Findings

1. The Preliminary Plat generally adheres to zoning and space requirements except for exceptions denoted in the draft development agreement.

2. The proposed open space meets the open space design requirements of NCC 21.10.020(I)
3. Proposed public improvements are subject to further review in conjunction with Final Plat application.
4. Additional trail improvements are needed to fulfill requirements of NCC 21.12.060(F).

Recommended Conditions

1. Provide a Stormwater Maintenance Agreement that will be recorded with the Final Plat.
2. Provide Water Use Calculations and equivalent water shares/rights with Final approval.
3. Provide an Engineer's Estimate of the development cost at submittal for Final Plat review.
4. Provide a means to convey overflow from the roadside swales in 3450 South the the stormwater pond.
5. A more detailed stormwater analysis of the southeast and northeast areas along 450 West will need to be addressed at final plat and CDs.
6. Replace dog house style manhole with one allowed by Nibley City Engineering Design Standards and Specifications.
7. Curb, Gutter and Roadway improvements on 450 West should continue to the south boundary of the development. Provide payment in-lieu to cover cost when the roadway is continued to the south in the future.
8. Need to specify tree species that meets Tree Policy Plan on final plan.
9. The sidewalk from the cul-de-sac must have a fence along each side of the right-of-way.
10. Hydrants placed in swales shall be bermed for 5 feet each way.
11. Where the estimated groundwater elevation is within 48 inches of the existing ground surface as shown in the City's groundwater GIS layer, the lowest crawl space or finished floor for any building or structure within such area shall be built at an elevation at least six inches (6") above finished curb or centerline of the street, whichever is higher. Required at Final Plat- A note restricting floor elevations for specific lots or symbology such as hatching shall be added to the final plat denoting areas in which groundwater elevations are within 48-inches of the existing surface.
12. Need to specify dimensions and size of lot 6 to verify compliance with zoning and space requirements.
13. Complete applications for final review with Nibley-Blacksmith Fork Irrigation Company, work with the canal owners' engineers through the final design and acceptance of impacts to canals, and pay associated canal review fees.
14. Provide the complete section of trail connecting from the northeast to the northwest border of the subdivision, including additional 8' wide trail connecting Apple Tree Ft sidewalk to Mt Vista Trails and widening sidewalk to 8' along 450 W between northeast border and proposed trail inlet. This condition is based upon decision on development agreement by City Council.
15. Ordinance 26-10- Development Agreement and Open Space Agreement for the Dove Creek Subdivision must be approved by Nibley City Council

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PRELIMINARY PLAT
FOR
DOVE CREEK SUBDIVISION

NW1/4 OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

17 16 NORTHWEST CORNER OF SECTION 21, T11N, R1E, SLB&M BRASS CAP (RING & LID)
20 21

BASIS OF BEARING N0°27'11"W 2654.35

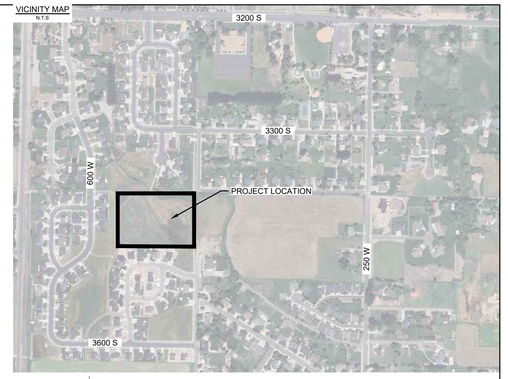
WEST ¼ CORNER OF SECTION 21, T11N, R1E, SLB&M BRASS CAP (RING & LID)

SOUTH 2626.34'

EAST 1776.14'

POINT OF BEGINNING

VICINITY MAP
N.T.S.



03-198-0035
LESLI DUSTIN REVOCABLE TRUST

03-198-0034
RYAN WERNER

03-198-0033
BRODY PARKER

19-030-1146
PUBLIC RIGHT-OF-WAY

N89°06'54"W 4.55'
S55° 01' 53"E 11.19'
S89° 06' 53"E 597.48'
254.90'
327.96'
14.62'
S89° 06' 53"E 582.22'
PROPOSED 15' POWER EASEMENT PENDING APPROVAL OF RMP
S0°53'07"W 10.00'
S89°06'53"E 4.55'
S68° 53' 38"E 22.42'
S69° 40' 42"E 38.58'
S87° 23' 42"E 231.14'
N81° 08' 06"E 21.78'
98.01'
N00° 53' 07"E 101.34'
71.33'
101.13'

C1 N61°14'36"W 32.44'
C2 S61°14'36"E 32.44'
C3 N25°58'09"W 23.69'
C4 S29°58'09"E 23.69'
C5
C6
C7
C8
C9
C10
C11

OPEN SPACE 1
36,103 SF
0.83 AC

OPEN SPACE 2
19,093 SF
0.44 AC

IRRIGATION EASEMENT

TRAIL CORRIDOR 2
3,765 SF
0.09 AC

S89°05'41"E 129.25'
N89° 05' 43"W 150.71'
N89°05'41"W 129.34'
S00° 53' 07"W 32.70'
DRAINAGE EASEMENT
N89°22'59"W 28.86'
10.00'
4.31'
S89°22'59"E 28.86'
S89°05'40"E 582.89'
53.30'
N89° 05' 37"W 85.04'
31.98'

64.11' 113.51' 80.00' 80.00' 80.00' 80.00' 80.00'

LOT 7
12,215 SF
0.28 AC

S05° 43' 28"E 101.21'
N00° 54' 20"E 76.19'
N31° 34' 17"E 25.00'

LOT 5
9,370 SF
0.22 AC

LOT 4
9,200 SF
0.21 AC

LOT 3
9,200 SF
0.21 AC

LOT 2
9,200 SF
0.21 AC

LOT 1
9,795 SF
0.22 AC

N00° 54' 20"E 115.00'
N00° 37' 01"E 105.96'

C12 C13 C14 C15 C16

67.18' 80.00' 80.00' 80.00' 76.57'
S89°05'40"E 380.66'

N00° 54' 27"E 441.13'
136.69'
N89° 05' 40"W 82.45'
20.00'
TRAIL CORRIDOR 1
1,643 SF
0.04 AC
C17 C18 C19 C20
N89° 05' 40"W 83.07'

S00° 37' 01"W 441.35'

450 WEST
(60' PUBLIC ROW)

3450 SOUTH
(60' PUBLIC ROW)

S89°05'40"E 381.40'
69.95' 80.00' 80.00' 80.00' 74.20'
C21 C22 C23

LOT 8
12,398 SF
0.28 AC

S32° 05' 21"E 25.00'
S35° 14' 24"W 104.10'
S00° 54' 20"W 77.80'

LOT 9
8,090 SF
0.19 AC

LOT 10
9,406 SF
0.22 AC

LOT 11
9,200 SF
0.21 AC

LOT 12
9,200 SF
0.21 AC

LOT 13
9,200 SF
0.21 AC

LOT 14
9,641 SF
0.22 AC

S00° 54' 20"W 115.00'
N00° 37' 01"E 45.48'

133.31'
71.34' 109.04' 80.00' 80.00' 80.00' 80.00' 85.78'
N89°05'40"W 586.17'
N1°19'00"W 110.65'
60.61'

OPEN SPACE 3
29,357 SF
0.67 AC

50.00'
588.11'
N89° 05' 40"W 599.70'
11.60'

03-202-9001
MOUNT VISTA COMMUNITY HOMEOWNERS ASSOCIATION INC

03-046-0056
JAMES BRENT ANDERSON REVOCABLE TRUST

03-202-0062
TREVOR D & SHANTEL GONZALEZ

03-202-0061
RYAN & BETSY STROMBERG

03-202-0060
PAUL M & NICHOLE M SHELTON

03-202-0059
BLAINE & MICHELLE JOHNSTON

03-202-0058
MOUNT VISTA COMMUNITY HOMEWONERS ASSOCIATION INC

CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	29.00	27°52'17"	14.11	N75°10'45"W 13.97
C2	19.00	27°52'17"	9.24	S75°10'45"E 9.15
C3	29.00	31°17'58"	15.84	N45°35'38"W 15.65
C4	19.00	31°17'58"	10.38	S45°35'38"E 10.25
C5	19.00	59°09'02"	19.62	N59°31'10"W 18.76
C6	29.00	59°09'02"	29.94	S59°31'10"E 28.63
C7	192.63	29°24'48"	98.89	N73°25'04"W 97.81
C8	182.63	29°23'14"	93.67	S73°24'16"E 92.65
C9	19.00	30°40'19"	10.17	N74°02'49"W 10.05
C10	29.00	30°40'19"	15.52	S74°02'49"E 15.34
C11	182.63	33°50'19"	107.86	N71°10'44"W 106.30
C12	9.00	90°17'19"	14.18	N45°45'54"E 12.76
C13	9.00	90°17'19"	14.18	N45°45'54"E 12.76
C13	15.00	49°59'41"	13.09	S64°05'49"E 12.68
C14	55.00	19°19'44"	18.55	S48°45'51"E 18.47
C14	55.00	19°19'44"	18.55	S48°45'51"E 18.47
C15	55.00	57°17'45"	55.00	S87°04'35"E 52.74
C16	55.00	54°40'52"	52.49	S36°56'06"W 50.52
C17	55.00	11°22'02"	10.91	N5°41'01"W 10.89

BOUNDARY DESCRIPTION

A PORTION OF 7, BLOCK 17, MILLVILLE WEST FIELD FARM SURVEY, LOCATED IN THE NW1/4 OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, NIBLEY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF MOUNT VISTA SUBDIVISION, PHASE 1, AND A POINT ON THE SOUTH LINE OF APPLE CREEK SUBDIVISION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER, LOCATED SOUTH 2,626.34 FEET AND EAST 1,776.14 FEET FROM THE WEST 1/4 CORNER OF SECTION 21, T11N, R1E, S.L.B.& M. (BASIS OF BEARING: N0°27'11"W ALONG THE SECTION LINE BETWEEN THE WEST 1/4 CORNER AND THE NORTHWEST CORNER OF SAID SECTION 21); THENCE S89°06'53"E (PLAT: N89°05'23"W) ALONG THE SOUTH LINE OF APPLE CREEK SUBDIVISION, PHASE 1 & PHASE 2, ACCORDING TO THE OFFICIAL PLATS THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER 597.48 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION, THE SOUTHWEST CORNER OF ANDERSON ESTATES PHASE 3 AND THE NORTHWEST CORNER OF JOHNSON MEADOWS LANE SUBDIVISION ACCORDING TO THE OFFICIAL PLATS THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE S0°37'01"W (PLAT: S0°50'46"W) ALONG THE WEST LINE OF SAID JOHNSON MEADOWS LANE SUBDIVISION 441.35 FEET TO THE SOUTHEAST CORNER OF MOUNT VISTA SUBDIVISION, PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE N89°05'40"W ALONG THE NORTH LINE OF SAID SUBDIVISION 599.70 FEET TO THE EAST LINE OF SAID, MOUNT VISTA SUBDIVISION PHASE 2; THENCE N0°54'21"E ALONG SAID EAST LINE 441.13 FEET TO THE POINT OF BEGINNING.

CONTAINS: 6.06 +/- ACRES

PROJECT CONTACTS:

1. DEVELOPER:
   BEN JOHNSON
   1648 N 1770 E
   LOGAN, UT 84341
   BENJOHNSONPROPERTY@GMAIL.COM
   P. 435.770.3914
2. CIVIL ENGINEER:
   CLAY SCHAFFNER
   498 WEST 100 SOUTH
   PROVIDENCE, UT 84332
   CSCHAFFNER@CSG.WORK
   P. 307.399.6374
3. SURVEYOR:
   CURTIS BOWN
   498 WEST 100 SOUTH
   PROVIDENCE, UT 84332
   C.BOWN@CSG.WORK
   P. 435.720.3761

GENERAL NOTES:

1. PROPOSED LOTS:
   1.1. RESIDENTIAL LOTS: 14
   1.2. OPEN SPACE LOTS: 2
2. PROJECT ZONING
   2.1. BASE ZONE: R-2 RESIDENTIAL
3. PROJECT ACREAGE:
   3.1. TOTAL: 6.06 AC
   3.2. ROW: 1.03 AC
   3.3. SENSITIVE LANDS: 0.19 AC
   3.4. NET DEVELOPABLE LAND: 4.83 AC
   3.5. OSR REQUIRED @ 40%: 1.93 AC
   3.6. OPEN SPACE PROVIDED: 1.94 AC
4. LOT SIZE REQUIREMENTS
   4.1. AVERAGE LOT SIZE REQUIRED: 9200 SF
   4.2. AVERAGE LOT SIZE PROVIDED: 9563 SF
   4.3. MIN LOT SIZE ALLOWED: 7800 SF
   4.4. MIN FRONTAGE ALLOWED: 80 FT
5. PROPOSED NUMBER OF PHASES: 1
6. ALL OPEN SPACE PARCELS ARE TO BE PRIVATELY OWNED & MAINTAINED.
7. ALL PUBLIC RIGHT OF WAYS ARE TO BE DEDICATED TO NIBLEY CITY.
8. PUE:
   8.1. FRONT: 10'
   8.2. SIDE/REAR: 5'
9. OPEN SPACE PARCEL TO CONTAIN A BLANKET CONSERVATION EASEMENT.

LEGEND

- PROPERTY BOUNDARY (PER LEGAL)
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- PROPOSED BUILDING SETBACK
- SECTION CORNER

N

0 30 60 Feet

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

DOVE CREEK SUBDIVISION
450 WEST & 3400 SOUTH
NIBLEY, UT 84321

MARK:	DATE:	DESCRIPTION:

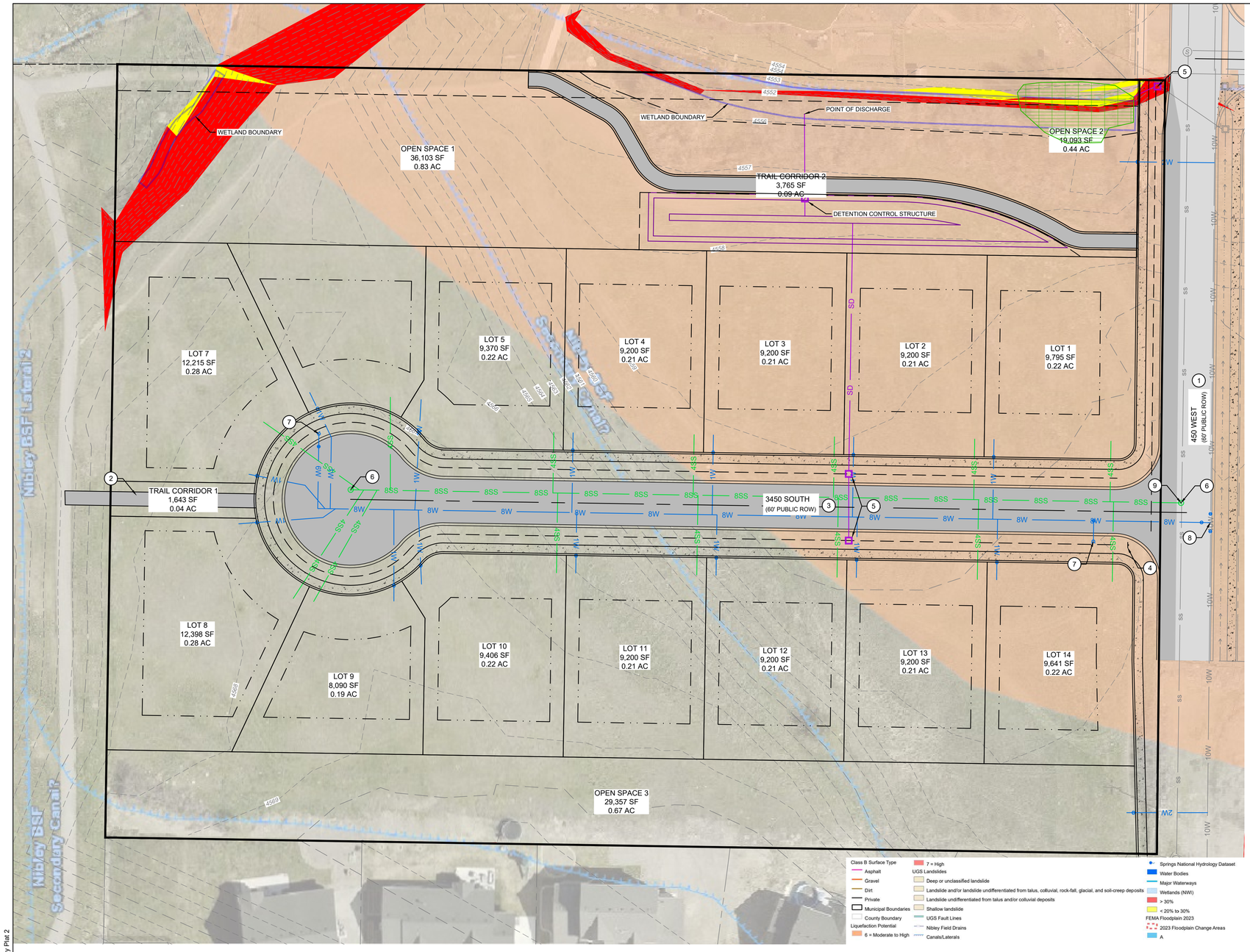
PROJECT #: 24-224
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: C. SCHAFFNER
ISSUED: 5/5/2026

PROFESSIONAL ENGINEER No. 14... CLAY SCHAFFNER ... STATE OF UTAH
DRAFT

SURVEY PLAN

1 OF 4

P:\2024\24-224 Johnson Nibley Property\Civil\Preliminary Plat\24-224 Preliminary Plat 2



LEGEND PROPOSED

- W — WATER LINE (SIZE SHOWN ON PLAN)
- STORM DRAIN LINE (SIZE SHOWN ON PLAN)
- IRR — IRRIGATION LINE (SIZE SHOWN ON PLAN)
- GAS LINE
- SANITARY SEWER LINE (SIZE SHOWN ON PLAN)
- BURIED POWER LINE
- BURIED COMMUNICATION LINE
- #### — CONTOUR MAJOR
- #### — CONTOUR MINOR
- ASPHALT
- CATCH CURB AND GUTTER
- SPILL CURB AND GUTTER
- CONCRETE SIDEWALK
- BUILDING SETBACK
- WATERSHED BOUNDARY
- EASEMENT
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- STORMDRAIN MANHOLE
- STORMDRAIN BOX
- STORMDRAIN CATCH BASIN
- SEWER MANHOLE
- SCO — SEWER CLEANOUT

LEGEND EXISTING

- PROPERTY BOUNDARY
- STORM DRAIN LINE
- WATER LINE
- IRRIGATION LINE
- GAS LINE
- SEWER LINE
- BURIED POWER LINE
- AERIAL POWER LINE
- COMMUNICATION LINE
- #### — CONTOUR MINOR
- #### — CONTOUR MAJOR
- ASPHALT
- OPEN FACE CURB AND GUTTER
- FENCE
- CONCRETE
- EXISTING TO BE REMOVED
- TREE STAND
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- CATCH BASIN (STORMDRAIN BOX)
- STORMDRAIN MANHOLE
- SEWER MANHOLE
- SCO — SEWER CLEANOUT
- IRRIGATION VALVE
- POWER POLE
- ELECTRICAL BOX
- COMMUNICATIONS BOX

SITE SHEET KEY NOTES:

PROVIDE, INSTALL, AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. 66' PARTIAL WIDTH ROW CROSS-SECTION (SEE SHEET 3)
2. 8' ASPHALT TRAIL
3. TS-14 ROW CROSS-SECTION
4. STOP SIGN
5. STORM DRAIN BOX
6. SANITARY SEWER MANHOLE
7. FIRE HYDRANT
8. CONNECT TO EXISTING WATERLINE
9. CONNECT TO EXISTING SEWER LINE

STORMWATER NARRITIVE:

THIS SITE HAS BEEN DESIGN IN ACCORDANCE WITH NIBLEY CITY STORMWATER STANDARDS. THIS SITE IS TO RETAIN THE 90TH PERCENTILE STORM OF 0.60 IN AND DETAIN THE CACHE VALLEY 100-YR 24-HR STORM. STORMWATER WILL BE DISCHARGED FROM THE SITE AT THE PRE-DEVELOPMENT RUNOFF RATE OF 0.77 CFS IN THE EXISTING IRRIGATION CANAL LOCATED ON THE NORTH SIDE OF THE SITE.

THE ROADSIDE SWALES WILL RETAIN THE 90TH PERCENTILE STORM. DRIVEWAYS ARE TO ACT AS CHECK DAMS. THE REMAINING DETENTION VOLUME WILL BE DETAINED IN AN ABOVE GROUND POND LOCATED IN THE NW CORNER OF THE SITE.

REQUIRED RETENTION STORAGE: 2279 CF
PROVIDED RETENTION STORAGE IN SWALES: 2292 CF

REQUIRED DETENTION STORAGE: 9115 CF
PROVIDED DETENTION STORAGE IN POND: 9130 CF

SENSITIVE LANDS GENERAL NOTES:

1. SENSITIVE LANDS:
   - 1.1. NO FLOOD PLAINS LOCATED ON OR WITHIN 100' OF TRACT
   - 1.2. NO FAULT LINES LOCATED ON OR WITHIN 100' OF TRACT
   - 1.3. NO WELLS OR SPRINGS LOCATED ON OR WITHIN 100' OF TRACT
2. OPEN SPACE 1 TO BE VEGETATED WITH NATIVE GRASS SEED MIX
3. THE PROPOSED IMPROVEMENTS OF THIS DEVELOPMENT WILL NOT IMPACT ANY:
   - 3.1. TREE STANDS
   - 3.2. WETLANDS

GENERAL NOTES:

1. ALL LOTS TO BE SERVICED BY A 1" Ø CULINARY WATER SERVICE & METER AND A 4" Ø SANITARY SERVICE
2. WHERE THE ESTIMATED GROUNDWATER ELEVATION IS WITHIN 48 INCHES OF THE EXISTING GROUND SURFACE AS SHOWN IN THE CITY'S GROUNDWATER GIS LAYER, THE LOWEST CRAWL SPACE OR FINISHED FLOOR FOR ANY BUILDING OR STRUCTURE WITHIN SUCH AREA SHALL BE BUILT AT AN ELEVATION AT LEAST SIX INCHES (6") ABOVE FINISHED CURB OR CENTERLINE OF THE STREET, WHICHEVER IS HIGHER.
3. TRAIL CORRIDORS TO BE DEDICATED TO AND MAINTAINED BY THE CITY

N

0 30 60 Feet

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www.civilsolutionsgroup.net

DOVE CREEK SUBDIVISION

450 WEST & 3400 SOUTH
NIBLEY, UT 84321

MARK:	DATE:	DESCRIPTION:

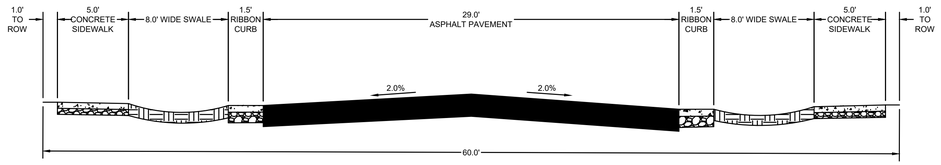
PROJECT #: 24-224
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: C. SCHAFFNER
ISSUED: 5/5/2026

PROFESSIONAL ENGINEER
No. 11
CHRISTOPHER D. SCHAFFNER
STATE OF UTAH
DRAFT

CIVIL PLAN

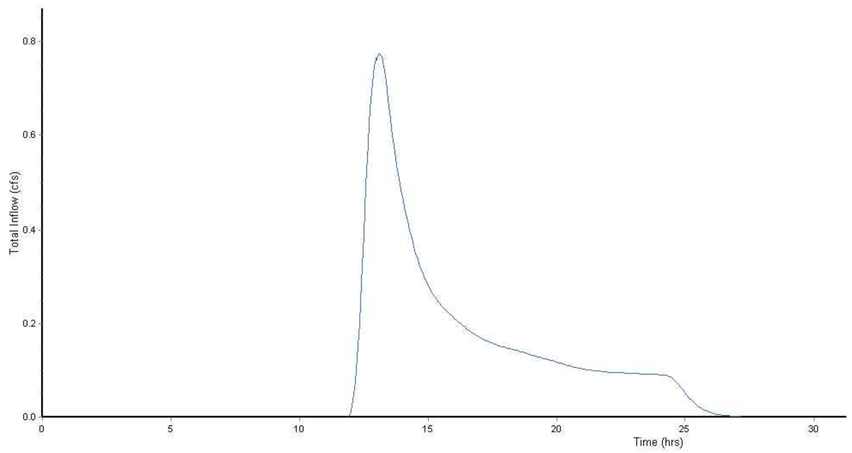
2 OF 4

P:\2024\24-224 Johnson Nibley Property\Civil\Preliminary Plat\24-224 Preliminary Plat 2



MODIFIED TS-13: LOCAL: 2-LANE LOCAL, 60' ROW
NTS

PRE-DEVELOPMENT HYDROGRAPH

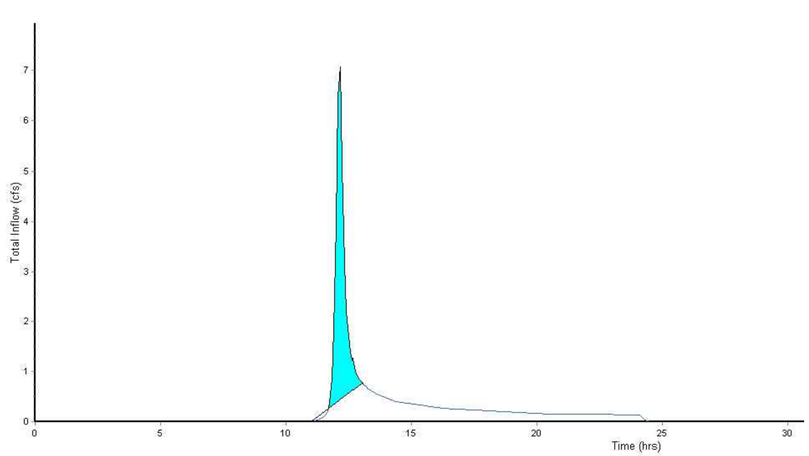


Total Inflow Summary Table

Time period	
From:	06/18/2025, 12:00:00 AM
To:	06/20/2025, 12:00:00 AM
Thresholds	
Exceedance:	0
Deficit:	0
Detention storage	
Max flow:	0

Element ID	Pre
Maximum Total Inflow (cfs)	0.77
Minimum Total Inflow (cfs)	0.00
Event Mean Total Inflow (cfs)	0.06
Duration of Exceedances (hrs)	N/A
Duration of Deficits (hrs)	N/A
Number of Exceedances	N/A
Number of Deficits	N/A
Volume of Exceedance (ft³)	N/A
Volume of Deficit (ft³)	N/A
Total Inflow Volume (ft³)	9869.46
Detention Storage (ft³)	N/A

POST-DEVELOPMENT HYDROGRAPH



Total Inflow Summary Table

Time period	
From:	06/18/2025, 12:00:00 AM
To:	06/20/2025, 12:00:00 AM
Thresholds	
Exceedance:	0
Deficit:	0
Detention storage	
Max flow:	0.77

Element ID	Post
Maximum Total Inflow (cfs)	7.07
Minimum Total Inflow (cfs)	0.00
Event Mean Total Inflow (cfs)	0.13
Duration of Exceedances (hrs)	N/A
Duration of Deficits (hrs)	N/A
Number of Exceedances	N/A
Number of Deficits	N/A
Volume of Exceedance (ft³)	N/A
Volume of Deficit (ft³)	N/A
Total Inflow Volume (ft³)	21844.68
Detention Storage (ft³)	9114.99

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450 WEST & 3400 SOUTH
NIBLEY, UT 84321

MARK:	DATE:	DESCRIPTION:

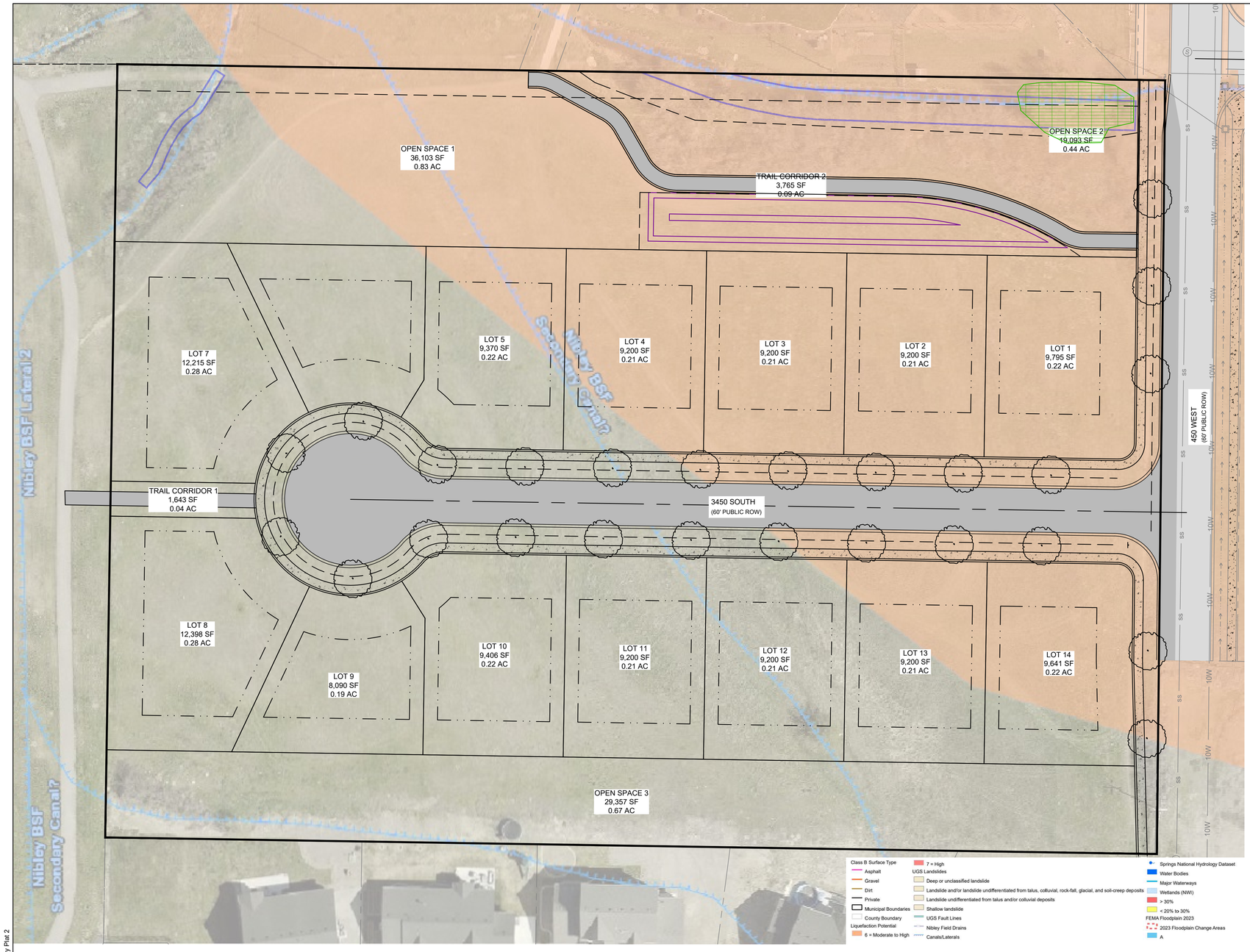
PROJECT #: 24-224
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: C. SCHAFFNER
ISSUED: 5/5/2026

DRAFT

ROADWAY CROSS-SECTION & SW CALCULATIONS

3 OF 4

P:\2024\24-224 Johnson Nibley Property\Civil\Preliminary Plat\24-224 Preliminary Plat 2



LEGEND PROPOSED

- W — WATER LINE (SIZE SHOWN ON PLAN)
- STORM DRAIN LINE (SIZE SHOWN ON PLAN)
- IRR — IRRIGATION LINE (SIZE SHOWN ON PLAN)
- GAS LINE
- SANITARY SEWER LINE (SIZE SHOWN ON PLAN)
- BURIED POWER LINE
- BURIED COMMUNICATION LINE
- #### — CONTOUR MAJOR
- #### — CONTOUR MINOR
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- SEWER MANHOLE
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- POWER POLE
- ELECTRICAL BOX
- COMMUNICATIONS BOX

GENERAL NOTES:

1. TREE SPACING EVERY 50'
2. APPROVED NIBLEY CITY TREE SPECIES TO BE USED

N

0 30 60 Feet

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DESIGNING OUR FUTURE

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DOVE CREEK SUBDIVISION

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PROJECT #: 24-224
DRAWN BY: C. SCHAFFNER
PROJECT MANAGER: C. SCHAFFNER
ISSUED: 5/5/2026

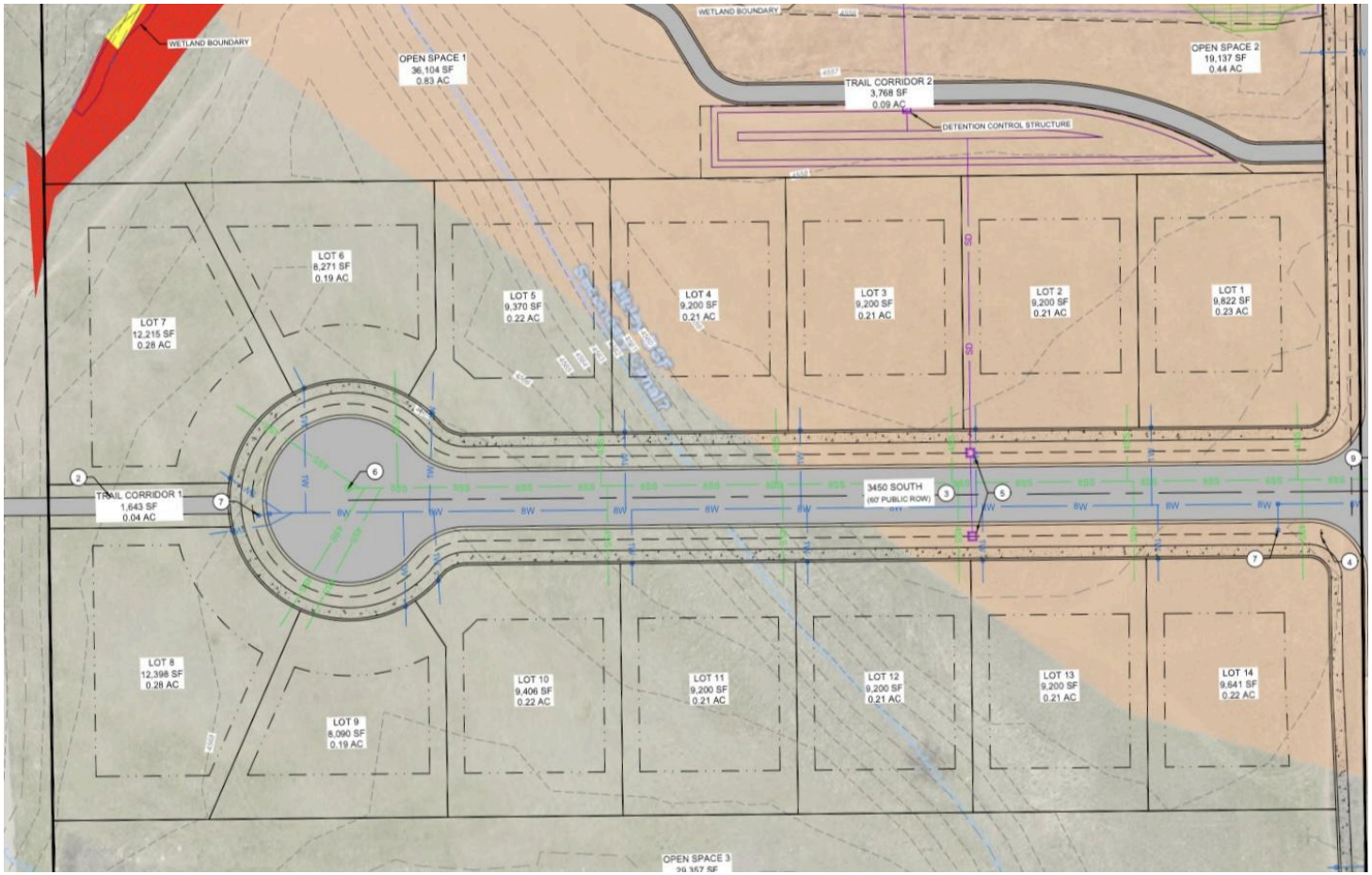
DRAFT

TREE PLAN

Preliminary Maintenance Plan
For the
Dove Creek Subdivision

LOCATED AT APPROXIMATELY 3530 SOUTH 450 W NIBLEY, UT

March 25, 2026


WETLAND BOUNDARY
OPEN SPACE 1
36,104 SF
0.83 AC
WETLAND BOUNDARY
OPEN SPACE 2
19,137 SF
0.44 AC
TRAIL CORRIDOR 2
3,768 SF
0.09 AC
DETENTION CONTROL STRUCTURE
LOT 6
8,271 SF
0.19 AC
LOT 7
12,215 SF
0.28 AC
LOT 5
9,370 SF
0.22 AC
LOT 4
9,200 SF
0.21 AC
LOT 3
9,200 SF
0.21 AC
LOT 2
9,200 SF
0.21 AC
LOT 1
9,822 SF
0.23 AC
TRAIL CORRIDOR 1
1,643 SF
0.04 AC
3450 SOUTH
(60' PUBLIC ROW)
LOT 8
12,398 SF
0.28 AC
LOT 9
8,090 SF
0.19 AC
LOT 10
9,406 SF
0.22 AC
LOT 11
9,200 SF
0.21 AC
LOT 12
9,200 SF
0.21 AC
LOT 13
9,200 SF
0.21 AC
LOT 14
9,841 SF
0.22 AC
OPEN SPACE 3

Introduction

The following preliminary maintenance plan was prepared in accordance with section 21.10.020(L)(2) of the Nibley city municipal code. The intent of this document is to outline the ownership and maintenance plans for the open space that is proposed as a part of the Dove Creek Subdivision.

Proposed Ownership

The open space parcels will be privately owned by an individual or entity that purchases the parcel, they will be maintained under the specifications of the HOA yet to be formed.

Maintenance Responsibility

All maintenance will be the responsibility of the individual or entity that purchases the lot. The cost of maintaining the open space as proposed will be the aforementioned purchasing individual or entity.

Proposed Open Space Use

This majority of these parcels will be used as agricultural land, as well as containing the storm water storage area.

Open Space standards

The parcel of open space within the proposed subdivision meets the open space design standards as outlined in section 21.10.020(I) of the Nibley municipal code.

1. The open space will maintain the canal waterway, tree stand and meadows, satisfying standard 1.
2. The open space will be a contiguous piece of land, satisfying standard 2.
3. The open space will be used for agricultural purposes and be larger than .5 acres, satisfying standard 3.

civilsolutionsgroup inc.

GEOTECHNICAL ENGINEERING INVESTIGATION

Johnson Nibley Property Geotechnical Investigation

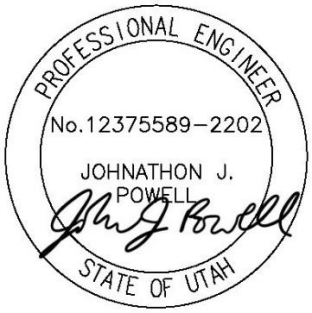
Prepared For:

Ben Johnson
435-770-3914
BenJohnsonproperty@gmail.com

Prepared By:

Civil Solutions Group, Inc.
John Powell, P.E.
498 West 100 South
Providence, Utah 84332

Original Submittal July 31, 2025
REV 1: September 22, 2025
Job Number: 24-224



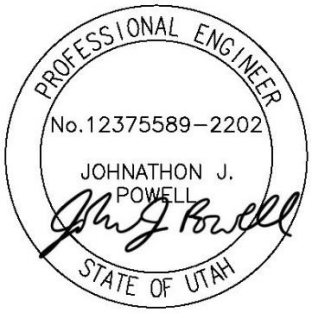
RE: Johnson Nibley Property Geotechnical Investigation

Dear Mr. Johnson,

Per your request this geotechnical engineering investigation is submitted for the subject property located approximately at 450 West 3450 South in Nibley, UT. This report contains the findings of the field investigation and the analysis conducted by Civil Solutions Group (CSG). This report also contains recommendations pertaining to construction and design of earth related portions of this project.

CSG completed the field investigation on June 4, 2025 at which time eight test pits were excavated, examined, and recorded in detail. The test pit locations were selected based upon the proposed location of the building footprint and other site features. CSG recommends the site is suitable for proposed construction within the parameters defined within this report. Thank you for the opportunity to provide these services to you.

Sincerely,



John Powell, P.E.
Civil Solutions Group, Inc.

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Executive Summary

A geotechnical study was performed for the subject property at 450 West 3450 South in Nibley, UT. Our scope of services included excavating eight test pits designated TP-1 to TP-8. The test pits were excavated with a Case 580SK Turbo excavator and advanced to a maximum depth of 12-feet below existing site grade. All field work was contained in the proposed development area and was completed on June 4, 2025.

The findings and recommendations generated from this exploration are summarized below:

- Onsite Soil – Layers of gravel and sand were encountered during the field investigation. Groundwater was encountered at 7-feet below existing grade.
- Foundations - The planned structure should be supported entirely on continuous spread footings or spot footings. The recommended bearing capacity of in-situ soil is 1,500 pounds per square foot.
- Seismic Considerations - The 2021 International Building Code Seismic Design Category for this site is Category D (Risk Category II), with a soil site class of D. The site is located in an area with moderate to high liquefaction potential according to the Utah Geological Survey, and the in-situ soils encountered on site. A liquefaction analysis was not a part of this investigation.
- Pavement - Minimum pavement sections are as follows:

Section	Recommended Pavement Sections (Inches)			
	Asphalt	Untreated Base Course	Granular Borrow	Total
Local Residential	3.0	6.0	8.0	17.0

This summary should be used in conjunction with the entire report for design purposes. It should be recognized that details were not included or fully developed in this section, and the report must be read in its entirety for a comprehensive understanding of the items contained herein. The entire report should be read for an understanding of the report limitations.

Introduction

General

Civil Solutions Group, Inc. (CSG) was contacted by Mr. Johnson and was asked to conduct a geotechnical engineering investigation on the subject property located at 450 West 3450 South in Nibley, UT. The general location of the site may be seen in Figure 1, Vicinity Map. A more detailed location of the site showing the proposed development and surrounding improvements is shown in Figure 2, Site Map. It was described that the proposed construction for the Johnson Nibley Property is anticipated to be residential homes with one to two stories in height and of wood frame construction.

Objectives and Scope

The objectives and scope of our study were defined between Mr. Johnson and Mr. Curtis Bown of CSG. In general, the objectives of this study were to:

- Define and evaluate subsurface soil and groundwater conditions across the site
- Provide foundation, earthwork, drainage, and geo-seismic recommendations

To accomplish these objectives, our scope has included the following:

- A field program consisting of the excavating, logging, and sampling of the eight test pits
- A laboratory testing program
- An office program consisting of correlating available data, engineering analyses, and report preparation

Authorization

CSG was authorized to proceed with this scope of work through an executed contract returned to our office by Mr. Johnson. The executed contract was dated May 23, 2024.

Professional Statements

CSG certifies that our professional services have been performed, our findings developed, and our recommendations prepared in accordance with generally accepted engineering principles and practices in this area at this time. Supporting data upon which our recommendations are based is presented in the subsequent sections of this report. Recommendations made herein are governed by the physical properties of the soils encountered in the exploration excavation, observed and projected groundwater conditions, and the layout and design data as summarized in the Proposed Construction section of this report. If subsurface conditions other than those described in this report are encountered and/or if design and layout changes are implemented, CSG must be informed so that our recommendations can be reviewed and amended, if necessary.

Proposed Construction

The proposed construction is as follows: residential subdivision with homes, roadways, and utilities. It is anticipated that the homes will be one to two stories of height of typical wood frame construction. If structural engineering plans are different than assumed, they should be provided to our office for review.

The site development will likely require minimal earthwork. It is estimated that up to 3-foot cuts and/or fills will be required to achieve site grades and tie in-to the adjacent properties.

Traffic is assumed to consist of automobiles and occasionally medium to heavy weight trucks.

Column and wall loadings are anticipated to be on the order of 20-50 kips and 1-4 kips per lineal foot respectively.

Existing Site Conditions

General

The site lies approximately at 450 West 3450 South in Nibley, UT. The existing property, the property of the east, and half of the property of the north are all vacant fields. The properties on the south and west are single family lots that contain houses. The surface and subsurface soils that were explored appeared to be free of hazardous debris and other foreign objects.

Site Topography & Drainage Features

The majority of the site is relatively flat, and is on grade with the surrounding properties. On-site there was a canal observed along the north edge of the property along with a few irrigation ditches.

Site Soils

The soil conditions encountered in each of the eight test pits, to the depths explored, were relatively similar. In test pit number 1 (TP-1), there was approximately 1.5-feet of topsoil with roots extending from vegetation. From approximately 1.5-feet beneath existing grade to 4-feet we encountered sandy gravel with cobbles. From 4-feet to 5-feet, we encountered silty sand with gravel and cobbles. From 5-feet to the full depth explored, 10-feet, silty sand was encountered. The remaining test pits throughout the site had similar characteristics as TP-1. Groundwater was encountered at a minimum of 7-feet. Soil encountered during the investigation can be referenced in the Soil Logs in the Appendix of this report. Materials encountered in the test pits are anticipated to exhibit strength and compressibility characteristics under the anticipated loading range.

Subsurface Exploration and Testing Programs

General

To define and evaluate the subsurface soil and groundwater conditions across the site, eight test pits were excavated to depths of up to 12-feet below existing grade. The test pits were excavated using a Case 580SK Turbo excavator. Soil sampling was collected by hand from the test pit or by way of excavator bucket. Locations of the test pits are presented in Figure 2.

Field Program

The field portion of our study was conducted on June 4, 2025. Continuous logs of the subsurface findings were created and maintained as part of the field program. The field portion of our study was under the direct control and continual supervision of an experienced member of our geotechnical staff. Field classifications were logged, and any adjustments made once the laboratory data and analyses were received.

The CSG geotechnical team collected disturbed samples of typical soils that were found in the test pits. The disturbed samples were taken by hand and stored in bags.

Graphical depictions of the subsurface findings are shown in the Soil Logs contained within the Appendix of this report.

Laboratory Program

CSG partnered with RB&G Engineering to conduct a laboratory testing program on the samples retrieved from the sites. This laboratory testing program was conducted to provide data necessary for our engineering analyses. The program included partial gradation (sieve) analysis, Atterberg limits (if applicable), and chemical tests. The following describes the tests and summarizes the test data. Samples from the field will be maintained in our office for a period of 90 days at which time they will be disposed of unless a written request is received from Ben Johnson that they should be retained.

Sieve Analysis

Gradation tests (sieve analysis) were conducted on disturbed samples which were collected from the site. The gradation test aids in classifying the soils and can provide general index parameters. Gradation tests aid the design team in determining the overall composition of the soil and behaviors that the soil may exhibit under certain situations. The results of the tests are shown in Table 1 below:

Table 1 - Gradation & Soil Classifications

Test Pit Sample No.	Depth (feet)	Percent Passing #200 Sieve	Soil Classification
TP-1.2	4-4.5	5	SP-SM
TP-1.3	5-5.5	24	SM
TP-2.1	7-7.5	3	GP
TP-4.1	4-4.5	3	SP
TP-4.3	10-10.5	26	SM
TP-7.1	6.5-7	72	ML

Atterberg Limits

Atterberg Limits were performed on relatively undisturbed samples to understand the plastic and liquid limits of the cohesive soil. Atterberg limits allow the design team to understand the potential for the soil to shrink and expand based on water content. The results are presented in Table 2 below:

Table 2 - Atterberg Limits

Test Pit Sample No.	Depth (feet)	Classification	Liquid Limit (LL)	Plastic Limit (PL)	Plasticity Index (PI)
TP-7.1	6.5-7	ML	--	--	NP

Chemical

To determine if the site soils will react detrimentally with concrete, a chemical sulfate test was performed on a representative sample of the natural soils at approximately the depth of the soil that will come into direct contact with concrete improvements for the proposed development. The results of the chemical tests are shown in Table 3 below:

Table 3 - Chemical Properties of Soil

Test Pit Sample No.	Depth (feet)	Sulfate (mg/kg)
TP-4	4-4.5	<10

Discussions & Recommendations

Summary of Findings

It is recommended that the owner have a CSG field engineer or a qualified assistant oversee the site work, especially the footing excavation and preparation. Also, the building code requires inspection and reports on all structural site work.

Detailed discussions pertaining to earthwork, structural considerations, geoseismic setting, and groundwater are included in the following sections:

Earthwork

Site Preparation

Initial site preparation will consist of the removal of surface vegetation, topsoil, root balls, sod or any other deleterious materials extending at least three feet beyond the perimeter of all areas to be developed. Non-engineered fills will be completely removed three feet beyond the extents of all spread and continuous footings, rigid pavement areas, floor slabs and other areas that require a stabilized foundation. Stripped materials consisting of vegetation and organic materials should be wasted from the site or used to revegetate landscape areas.

Non-engineered fills may remain in areas where flexible pavements are to be placed if they are properly prepared. Proper preparation will consist of scarifying and moisture conditioning the upper nine inches and recompacting to the requirements of structural fill. It should be noted that compaction of fine-grained soils (silts and clays) as site grading fill will be very difficult, if not impossible, during wet and cold periods of the year.

The exposed natural subgrade should be proof-rolled prior to the placement of structural site grading fill, footings, floor slabs, or any other structural improvement made to the site. The proof-roll should be completed by driving a loaded piece of construction equipment, mounted with rubber tires, over the exposed natural subgrade surface at least twice. A CSG field engineer should oversee the proof roll and provide recommendations as needed. Soft spots should be completely excavated and removed if they are discovered. The soft spots should be replaced with stabilization fill. It is not anticipated that removal depth would be more than 2 vertical feet. If an excavation of more than 2 vertical feet is required, CSG should be notified to provide further recommendation.

In flexible pavement areas, unsuitable materials encountered during compaction and proof-rolling operations must be removed to a maximum depth of two feet and replaced with compacted granular structural fill.

Although evidence of underground facilities such as utilities, septic tanks, cesspools, basements, etc. was not observed during the field investigation, such features could be encountered during construction. If unexpected fills, debris or underground facilities are encountered, such features should be removed, and the excavation thoroughly cleaned prior to backfill placement and/or construction.

Temporary Excavations

All temporary excavations should follow OSHA Sloping and Benching – 1926 Subpart P App B requirements, which take precedence over any recommendations presented in this report.

Temporary excavations in cohesive soil, above or below the water table, not exceeding four feet in depth, may be excavated with nearly vertical sideslopes. Excavations within loose and/or cohesionless soils will be very difficult as they tend to flow into the excavation. They will require very flat sideslopes and/or shoring, bracing and dewatering.

All excavations must be inspected periodically by qualified personnel. If any signs of instability, excessive sloughing or other signs of potential failure are noted, immediate remedial action shall be initiated.

Structural Fill

The use of fine-grained soils (silts and clays) as landscape fill will be very difficult, if not impossible, during wet and cold periods of the year. Proper moisture control and conditioning will be required.

Fine-grained soils (silts and clays) are not recommended as structural fill in confined areas, such as around foundations and within utility trenches. This fill material should be composed of granular material.

All imported granular structural fill should consist of a fairly well-graded mixture of sand and gravel containing less than 15 percent fines (percent by weight of material passing the No. 200 sieve).

To stabilize soft subgrade conditions (if required), a mixture of coarse gravels and cobbles (stabilizing fill) should be utilized. A layer of 12 to 18 inches thick of stabilizing fill is typically sufficient to stabilize most soft/disturbed areas.

Table 4 shown below is indicative of the material that should be used as structural fill and road base throughout the site:

Table 4 – Structural Fill Gradation Requirements

Fill Type *	Application	Requirements		
		Gradation		Plasticity
		Size	% Finer by Weight	
Structural Fill (A-1a) /Granular Borrow	Required for all fill under foundations, floor slabs, and pavements	3-inch No. 10 Sieve No. 40 Sieve No. 200 Sieve	100 50-max 30-max 15-max	Plasticity Index 6-max
Site Grading Fill	Fill in pavement and non-structural areas	4-inch No. 200 Sieve	100 35-max	Liquid Limit 36-max Plasticity Index 10-max
Stabilization Fill	Fill used to stabilize soft, potentially pumping subgrade	5-inch No. 200 Sieve	100 5-max	NA
Free Draining Granular Backfill	Retaining Walls	1½-inch 1-inch ½-inch No. 4	100 95 – 100 25 – 60 5-max	NA
Untreated Base Course	Fill used under the pavement sections	3/4” 3/8” No. 4 No. 16 No. 200	100 78-92 55-67 28-38 7-11	Non-Plastic

*All fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the geotechnical engineer for evaluation.
**All fill to follow these requirements, or the requirements of the reviewing agency if different than those provided here.

Fill Placement and Compaction

All fill should be placed in lifts not exceeding 8 inches in loose thickness. Moisture should be adjusted to within ± 2% of optimum moisture content. Lifts will need to be compacted in thinner lifts if smaller compaction equipment is used. Structural fills should be compacted in accordance with the percent of maximum dry density as determined by the AASHTO T-180 (ASTM D-1557) compaction criteria and according to Table 5 below:

Table 5 - Fill Compaction Requirements

Location	Total Fill Thickness (feet)	Minimum Percentage of Maximum Dry Density
Beneath an area extending at least 3 feet beyond the footprint of a structure	0 to 8	95
Beneath pavements and travelled ways	0 to 8	95

Landscaped areas or areas not expected to carry a load	0 to 5	85
Landscaped areas or areas not expected to carry a load	5 to 8	92
Road Base	-	96

Prior to placement of fills, the subgrade must be prepared as discussed in the Site Preparation section of this report. In confined areas, subgrade preparation should consist of the removal of all loose and disturbed soils. Fill should be tested frequently for moisture content and compaction during placement. Should the results of the in-situ density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified compaction is achieved. This may require adjustment of the moisture content.

Utility Trenches

We recommend that all utility trenches on-site or as a part of this site, should utilize a Type A-1a or A-1b (AASHTO Designation) soil as backfill material. The on-site materials can be used for trench backfill if they meet these classifications and are properly moisture conditioned. This should be verified by the materials testing agency. All utility trenches which will ultimately bear structural loads should be compacted at the structural density requirements established in Table 5.

Drainage

Positive drainage should be provided during construction and maintained throughout the life of the development. Infiltration of water into utility trenches or foundation excavations should be prevented. Planters and other surface features which might retain water in areas adjacent to the buildings or pavements should be sealed, mechanically drained, or eliminated. In areas where sidewalks or paving do not immediately adjoin the structure, we recommend that protective slopes be provided with a minimum grade of approximately five percent for at least 10 feet from perimeter walls. Backfill against footings, exterior walls, and in utility and sprinkler line trenches should be well compacted and free of all construction debris to reduce the possibility of moisture infiltration. Roof runoff should be collected in rain gutters and downspouts. Downspouts, roof drains or scuppers should discharge into extensions when the ground surface beneath such features is not protected by exterior slabs or paving to divert collected water a minimum of 10 feet away from structures. Sprinkler systems should not be installed within five feet of foundation walls. Landscaped irrigation adjacent to the foundation systems should be minimized.

Structural Considerations

Spread and Continuous Wall Foundations

It is understood that the proposed structure will be supported on conventional spread and continuous wall foundations. These foundations should be established on undisturbed native soils. Under no circumstances shall footings be placed overlying non-engineered fills, loose soils, frozen soils, soil containing foreign debris, and any other deleterious material. Unsuitable material must be removed and replaced with an adequate structural fill as discussed in this report. For structural fill replacement beneath footings, the width of the structural fill shall be equal to width of the footing plus one foot on each side for each foot of fill thickness. For example, if the depth of structural fill

is three feet, then three feet of structural fill needs to extend past the edge of the footing on each side.

For design, the following parameters are provided:

Table 6 - Structural Design Parameters

Design Element	Standard
Recommended minimum depth of embedment for frost conditions	30-inches
Recommended minimum depth of embedment for non-frost conditions	15-inches
Recommended maximum bearing capacity of in-situ soil	1,500 pounds per square foot
Recommended width for continuous wall footings	18 to 30-inches
Recommended width for isolated spread footings	36 to 72-inches
Recommended bearing pressure increase for seismic loading	33%
Coefficient of friction between footing and native soils	0.55

Settlement of foundation elements are expected to be on the order of 1" or less with approximately 50% occurring during construction. This settlement is expected if the project is constructed in accordance with recommendations found within this report.

Lateral Resistance

Lateral earth pressure are the lateral forces of the backfill material on walls. These forces can be represented as equivalent fluid density for foundation calculations. Lateral earth pressure can be assumed to be much higher if material behind structural walls is not free draining. The lateral pressures will vary if groundwater is encountered. At this site, groundwater was encountered below the anticipated depth of foundations and therefore should not affect lateral pressure. The lateral earth pressures are shown in the table below:

Table 7 – Lateral Earth Pressure

Condition	Lateral Pressure Coefficient	Equivalent Fluid Density (pcf)
Passive	3.54	442
Active	0.28	35
At-Rest	0.44	55

Floor slabs

Due to the intended use and anticipated loading, floor slabs should be constructed with a minimum of 4" of concrete (4,000 psi, air-entrained – 6% ± 1%) over 4" of clean gravel material. The subgrade material shall be properly prepared as discussed previously in this report. Under no circumstances should floor slabs be established over non-engineered fill, loose or disturbed soils, sod, rubbish, construction debris, other deleterious materials, frozen soils, or soils with ponded water. If constructed in accordance with this section, settlements of at-grade floor slabs supporting loads of 200 pounds per square foot should be on the order of ¼" or less.

Where appropriate, saw-cut control joints should be placed in the slab to help control the location and extent of cracking. For additional recommendations refer to the ACI Design Manual. Joints or any cracks that develop should be sealed with a water-proof, non-extruding compressible compound specifically recommended for heavy duty concrete pavement and wet environments.

The use of a vapor barrier should be considered beneath concrete slabs on grade that will be covered with wood, tile, carpet or other moisture sensitive or impervious coverings, or when the slab will support equipment sensitive to moisture. When conditions warrant the use of a vapor barrier, the slab designer should refer to ACI 302 and/or ACI 360 for procedures and cautions regarding the use and placement of a vapor barrier.

Pavements

Pavement sections were designed using AASHTO 93 design methodologies and assumed traffic volumes. Based on laboratory test results and N-values obtained from the SPT tests during the field exploration a CBR value of 10% was used for the underlying subgrade soils. This resulted in a subgrade resilient modulus (M_{RSG}) of 11,153 pounds per square inch. The anticipated traffic loading consists of mostly automobiles with the occasional medium to heavy weight truck. The following design traffic (18-k Equivalent Single Axle Loads) were assumed.

Design Item	Value
Section	Local Residential
Design ESALs*	34,000
Reliability Level	80%
Design Period	20 years
Truck Traffic	7%

*If the traffic anticipated on site is different from that assumed, Civil Solutions Group should be notified.

Considering the underlying subgrade material and anticipated traffic and loading, the following pavement sections are recommended as shown in Table 8:

Table 8 - Pavement Recommendations

Section	Recommended Pavement Sections (Inches)			
	Asphalt	Untreated Base Course	Granular Borrow	Total
Local Residential	3.0	6.0	8.0	17.0

Pavement Maintenance

All paved areas should have adequate crown and slope to provide positive drainage and prevent ponding of surface water and infiltration below the pavement section. Water collection devices such as gutters and ditches should be incorporated into the parking lot design to prevent percolation of surface water below the pavement section.

Pavement sections have not been designed to support construction equipment. As such, the contractor should protect pavement areas from damage that may result from construction traffic.

The pavement sections provided in this report are minimums for the given design criteria. Periodic maintenance is critical to the long-term performance of the pavement sections. A maintenance program that includes surface sealing, joint cleaning and sealing, joint grinding, repair and replacement of cracked slabs and timely repair of cracks and deteriorated areas will be critical to the pavement meeting its design life.

Soil Corrosiveness

The soil was sampled for sulfate levels at soil depths that will come into direct contact with the footings and foundations. These chemical levels are shown in Table 3 for reference.

Cement Use

Type I or IA mixes may be used in the design of these improvements. The soil tested contained a negligible number of water-soluble sulfates. Based on our test results, concrete in contact with the in-situ soils will have a low potential for sulfate reaction and therefore the mix types of I or IA are acceptable. Other types of mixtures may be used by the design team if other strength/functionality parameters are desired.

Construction Considerations

On most project sites, the site grading is generally accomplished early in the construction phase. However, as construction proceeds the subgrade may be disturbed due to utility excavations, construction traffic, desiccation, rainfall, etc. As a result, the floor slab or footing subgrade may not be suitable for placement of crushed gravel and concrete and corrective action will be required. We recommend areas underlying floor slabs and footings be rough graded and then thoroughly proof-rolled with a loaded tandem axle water or dump truck prior to final grading and placement of crushed gravel or concrete. Attention should be given to high traffic areas that were rutted and previously disturbed and to areas containing backfilled trenches. Areas where unsuitable conditions are located should be repaired by removing and replacing the affected material with properly compacted structural fill. All structural subgrade areas should be moisture conditioned and properly compacted to the recommendations in this report immediately prior to placement of the gravel and concrete.

Geoseismic Setting

Faulting

Based on a review of Utah Geological Survey fault maps, the site is approximately 2 miles west of the Wasatch Fault Line.

Soil Class

A site-specific seismic analysis was not a part of this scope of work, nor was it performed for the site at this time. The seismic values provided are determined using the ASCE 7 Hazard tool using the following inputs.

The soil site class is D (S_1 =0.357 g & S_S = 1.060 g), with a Seismic Design Category D (Risk Category II) in accordance with Chapter 20 of ASCE 7-16 and IBC 2021.

Liquefaction

The site is in an area that has been classified as having moderate to high liquefaction potential by the Utah Geological Survey. Liquefaction requires water, seismic activity, and loose sandy soils. A deep boring and liquefaction analysis was not a part of this scope of work and was not completed.

Groundwater

Immediately following excavating operations, the groundwater was measured in each test pit. Seasonal and longer-term groundwater fluctuations on the order of one and one-half to three feet are projected, with the highest seasonal levels generally occurring during the late spring and early summer months. The groundwater measurements (as measured down from existing grade) are tabulated in Table 9 below. Groundwater was not encountered in the test pits not shown in the table:

Table 9 - Groundwater Depth

Test Pit Number	Time of Excavating (feet)
TP-1	9.5
TP-6	7.0

Closure

CSG should be retained to provide observations during grading, excavation, foundation construction, and other earth-related construction activities related to this project. The conclusions and recommendations presented in this report are based on the results of the field and laboratory tests which, in our opinion, define the characteristics of the soils at this site in a satisfactory manner. However, this report does not reflect variations that may occur between test pits, across the site, or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. If during or after construction, conditions are encountered which appear to be different than those presented in this report, it is requested that our office be advised, in order that appropriate action be taken.

Our professional services have been performed, our findings obtained, and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. Any persons using this report for bidding or construction purposes should perform independent investigations as they deem necessary to determine subsurface conditions. The scope of services for this project does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. If changes in the

nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless CSG reviews the changes and either verifies or modifies the conclusions of this report in writing.

Glossary/Explanation of Terms or Procedures

Throughout this report, we have used a number of words or phrases which may be unfamiliar in nature. Also, several procedural concepts have been mentioned repeatedly. For this reason, we have decided to define or discuss these items to better communicate with the reader(s).

Compaction and Lift Size - Contractors should be aware that there is direct relationship between lift size and size of the compacting equipment. The smaller the compactor, the smaller the maximum lift height. With "wacker" compactors, the maximum lift should be held at about 3-4-inches. With walk-behind trench compactors (2-tons or so), the lifts should be no more than 6-inches thick. Eight-inch lifts can be used with large ride-on devices (7-10-tons or greater) that roll and vibrate/pound. Hoe pack devices on track hoes or backhoes can compact 6-8-inch lifts depending on size. However, the maximum lift size should not exceed 8-inches for most compactors. Note: a lift is defined as the loose or un-compacted thickness of the soil layer being compacted

Groundwater level - The groundwater level is a "rough guess" of where the uppermost water level is in a soil. We look for the first sign of free water coming in from the trench walls or appearing on the soil. In the soil logs, the groundwater level is identified by a solid or darkened triangle with a wavy line below it.

Liquefaction - Loss of bearing strength of saturated and very fine-grained silts and sands during severe earthquakes. This strength-loss is due to the slow dissipation of pore pressure (due to low permeability) and the subsequent reduction of particle-to-particle contact induced by the shaking motion of the earthquake.

Piezowater or Piezometer - To measure the groundwater level after a soil test pit is excavated, a pipe (a piezometer) is placed in the pit and left for at least 48-hours. The bottom 12-inches of the piezometer is slotted and capped to keep soil from entering and plugging up the pipe. The piezometer is then backfilled. After 48-hours, the water level in the piezometer is recorded. This level is the piezowater level. It is often higher than the point where water is first seen in a test pit during excavation. The importance is that the piezometer level is the potential depth of the groundwater for a site location should a 'dig' be done at the site. However, this level may change over time depending on weather conditions (wet or dry years and periods); rust or mottling of the soils may indicate an historical level of the water. In the soil logs, the piezowater level is a line with an "open" triangle above it and a wavy line below the triangle. The "open" triangle signifies the fact that the overlying soil "cap" has been removed.

Topsoil - It is generally defined as surface soils (silts or clays) with greater than 2-percent organics; this soil is often dark brown to black in color. It generally has visible roots or organic matter and is highly compressible. Topsoil should never be used under a footing or load bearing structure; it is generally, too compressible and with loading, settles over time. It should be stockpiled for use in landscaped areas, used for wetland mitigation/re-seeding, as a pond liner, or exported from the site.

Undisturbed soil - This is soil in its natural state, undisturbed by past excavation, farming, construction, or perturbation of any type. It is a most important feature. Areas that have been filled are always considered disturbed. On the other hand, "cut" areas can be considered undisturbed if the soil was cut with a straight bladed bucket edge, and not tines. If soils are disturbed, and footings or walls will be bear on these soils, they must be re-compacted.

Non-Engineered Fill – Non-engineered fill material is non-native (imported) material that has not been tested in the lab for engineering properties nor has a record of proper placement and compaction. Therefore, it should not be used for structural fill. This material can be used if properly prepared, but Civil Solutions Group recommends any non-engineered material in which loads will bear on be tested prior to placement. Once placed, this material should be tested to ensure structural properties are met. Recommendations in this report are based upon the materials encountered during the field investigation.

Appendix

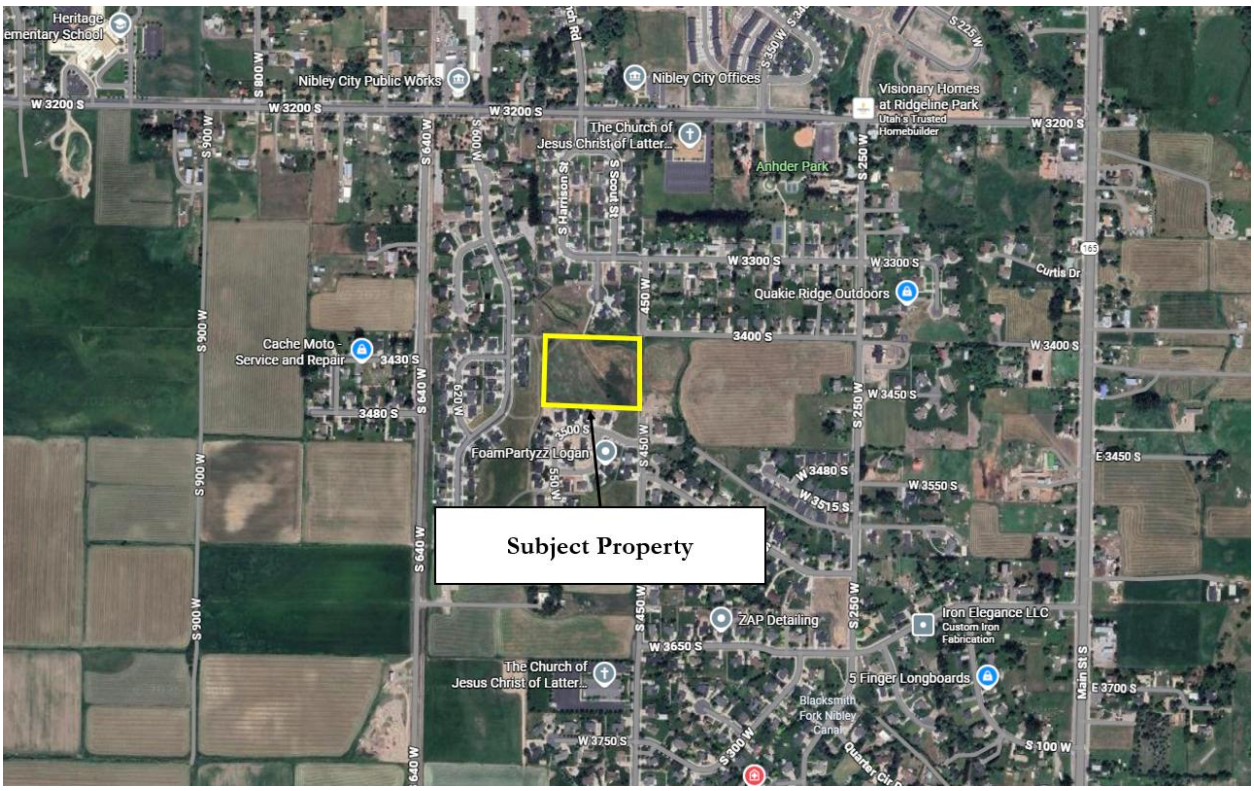

Figure 1 - Vicinity Map

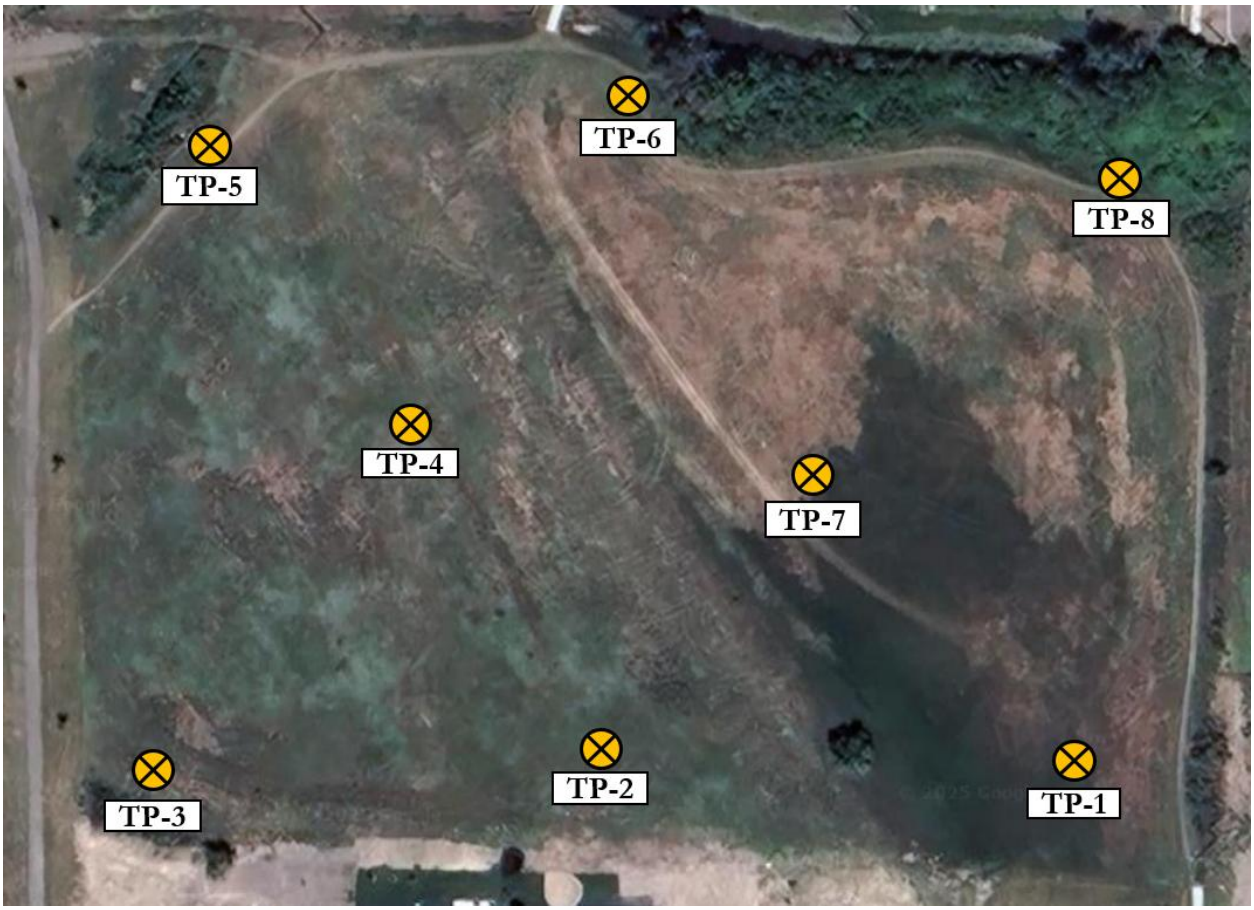

Figure 2 - Site Map

Figure 3 - Looking North

Figure 4 – Looking South

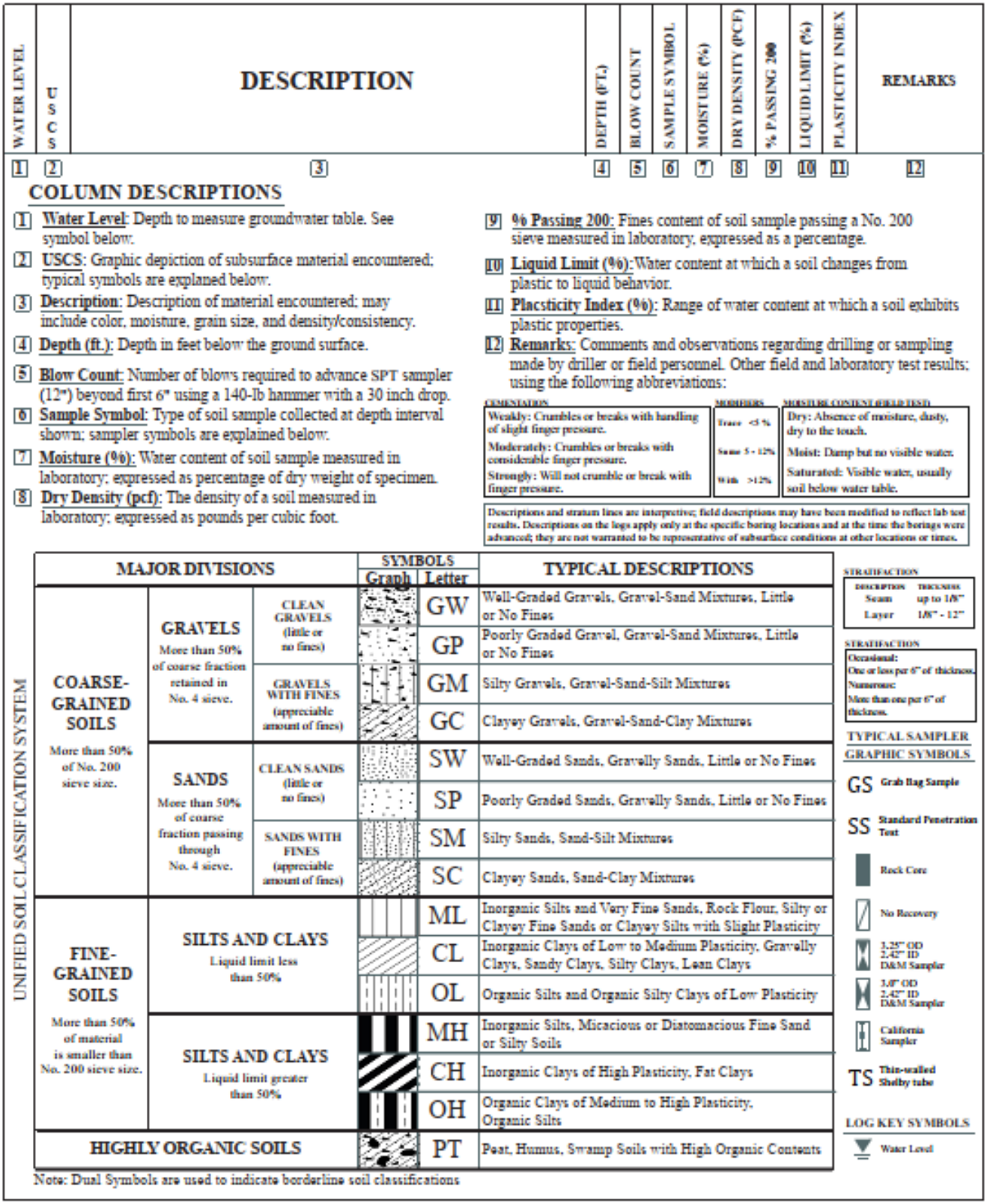

Figure 5 – Key to Soil Logs

BORE LOG: TP-1

LOGGED BY: Carlos Vasquez REVIEWER: JP ADDRESS: 450 West 3450 South, Nibley, UT

LATITUDE: 41.67002

LONGITUDE: -111.84389

DATE: 2025-06-04

Depth	Lithologic Description	Symbol	Samples	Gradation			Atterberg Limits		Moisture (%)
				Gravel	Sand	Fines	LL (%)	PL (%)	
	Ground Surface								
0	**Topsoil** Cobbles and Gravel, Plant Roots								
1	1.5 ft								
2	**Sandy Gravel with Cobbles, GP** Strong Brown, Dry, Very Dense, Medium to Coarse Grained		GB						
3									
4	4 ft								
	Silty Sand with Gravel and Cobbles, SP-SM Strong Brown to Yellowish Red, Dry to Moist, Dense, Fine to Coarse Grained		GB	35	60	5			3.1
5	5 ft		GB	1	75	24			15.7
	Silty Sand, SM Dry to Moist, Medium Dense, Fine to Medium Grained								
6	Moist to Wet								
7									
8									
9									
	Wet								
10	10 ft								
	Test Hole Terminated at 10 ft								
11									
12									
13									

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PROJECT TITLE: Johnson NIbley

PROJECT NO.: 24-224

CLIENT: Ben Johnson

SHEET: 1 of 1

BORE LOG: TP-2

LOGGED BY: Carlos Vasquez REVIEWER: JP ADDRESS: 450 West 3450 South, Nibley, UT

LATITUDE: 41.67005

LONGITUDE: -111.84484

DATE: 2025-06-04

Depth	Lithologic Description	Symbol	Samples	Gradation			Atterberg Limits		Moisture (%)
				Gravel	Sand	Fines	LL (%)	PL (%)	
	Ground Surface								
0	**Topsoil**								
1	1 ft								
	Sandy Gravel with Cobbles, GP								
	Strong Brown, Dry to Moist, Very Dense								
7			GB	73	24	3			1.7
8	Less Cobbles								
9	Dense		GB						
12	12 ft								
	Test Hole Terminated at 12 ft								
13									

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PROJECT NO.: 24-224

CLIENT: Ben Johnson

SHEET: 1 of 1

BORE LOG: TP-3

LOGGED BY: Carlos Vasquez REVIEWER: JP ADDRESS: 450 West 3450 South, Nibley, UT

LATITUDE: 41.67001

LONGITUDE: -111.84569

DATE: 2025-06-04

Depth	Lithologic Description	Symbol	Samples	Gradation			Atterberg Limits		Moisture (%)
				Gravel	Sand	Fines	LL (%)	PL (%)	
	Ground Surface								
0	**Topsoil** 0.5 ft								
1	**Sandy Gravel with Cobbles, GP** Strong Brown, Dry to Moist, Very Dense, Medium to Coarse Grained								
2									
3									
4									
5	Less Cobbles								
6									
7									
8									
9									
10									
11	11 ft								
	Test Hole Terminated at 11 ft								
12									
13									

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PROJECT NO.: 24-224

CLIENT: Ben Johnson

SHEET: 1 of 1

BORE LOG: TP-4

LOGGED BY: Carlos Vasquez REVIEWER: JP ADDRESS: 450 West 3450 South, Nibley, UT

LATITUDE: 41.67052

LONGITUDE: -111.8452

DATE: 2025-06-04

Depth	Lithologic Description	Symbol	Samples	Gradation			Atterberg Limits		Moisture (%)
				Gravel	Sand	Fines	LL (%)	PL (%)	
	Ground Surface								
0	**Topsoil**								
1	1.5 ft								
	Sandy Gravel with Cobbles, GP Strong Brown, Dry to Moist, Very Dense, Medium to Coarse Grained								
2									
3									
4	4 ft								
	Gravelly Sand, SP Strong Brown, Dry to Moist, Dense, Medium to Coarse Grained		GB	7	90	3			3.0
5	5 ft								
	Sandy Gravel with Cobbles, GP Strong Brown, Dry to Moist, Dense, Medium to Coarse Grained At 7, Less Cobbles								
6									
7			GB						
8	8 ft								
	Silty Sand, SM Strong Brown to Yellowish Red, Dry to Moist, Medium Dense, Fine to Medium Grained								
9									
10			GB	4	70	26			10.8
11	11 ft								
	Gravelly Sand, SP Strong Brown, Dry to Moist, Dense, Medium to Coarse Grained								
12	12 ft								
	Test Hole Terminated at 12 ft								
13									

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PROJECT TITLE: Johnson NIbley

PROJECT NO.: 24-224

CLIENT: Ben Johnson

SHEET: 1 of 1

BORE LOG: TP-5

LOGGED BY: Carlos Vasquez REVIEWER: ADDRESS: 450 West 3450 South, Nibley, UT

LATITUDE: 41.67091

LONGITUDE: -111.8456

DATE: 2025-06-04

Depth	Lithologic Description	Symbol	Samples	Gradation			Atterberg Limits		Moisture (%)
				Gravel	Sand	Fines	LL (%)	PL (%)	
	Ground Surface								
0	**Topsoil**								
1 ft									
1	**Sandy Gravel With Cobbles, GP** Strong Brown, Dry to Moist, Very Dense, Medium to Coarse Grained								
2.5 ft									
2	**Silty Sand, SM** Strong Brown, Dry to Moist, Medium Dense, Fine to Medium Grained								
3 ft									
3	**Sandy Gravel with Cobbles, GP** Strong Brown, Dry to Moist, Medium Dense, Medium to Coarse Grained								
4									
5									
6									
7	Less Cobbles								
8									
9									
9.5 ft									
10	Test Hole Terminated at 9.5 ft								
11									
12									
13									

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PROJECT NO.: 24-224

CLIENT: Ben Johnson

SHEET: 1 of 1

BORE LOG: TP-6

LOGGED BY: Carlos Vasquez REVIEWER: JP ADDRESS: 450 West 3450 South, Nibley, UT

LATITUDE: 41.67100

LONGITUDE: -111.84478

DATE: 2025-06-04

Depth	Lithologic Description	Symbol	Samples	Gradation			Atterberg Limits		Moisture (%)
				Gravel	Sand	Fines	LL (%)	PL (%)	
	Ground Surface								
0	**Topsoil** Cobbles, Plant Roots								
1	1.5 ft								
2	**Sandy Gravel with Cobbles, GP** Strong Brown, Dry to Moist, Very Dense, Medium to Coarse Grained								
3									
4									
5									
6									
7 ▼									
8	7.5 ft Test Hole Terminated at 7.5 ft								
9									
10									
11									
12									
13									

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PROJECT TITLE: Johnson NIbley

PROJECT NO.: 24-224

CLIENT: Ben Johnson

SHEET: 1 of 1

BORE LOG: TP-7

LOGGED BY: Carlos Vasquez REVIEWER: JP ADDRESS: 450 West 3450 South, Nibley, UT

LATITUDE: 41.67044

LONGITUDE: -111.84441

DATE: 2025-06-04

Depth	Lithologic Description	Symbol	Samples	Gradation			Atterberg Limits		Moisture (%)
				Gravel	Sand	Fines	LL (%)	PL (%)	
	Ground Surface								
0	**Topsoil** Cobbles, Plant Roots								
2 ft	**Sandy Gravel With Cobbles, GP** Strong Brown, Dry to Moist, Dense, Medium to Coarse Grained								
4 ft	**Gravelly Sand with Cobbles, SP** Strong Brown to Yellowish Red, Dry to Moist, Dense, Medium to Coarse Grained								
6 ft	**Sandy Silt, ML** Strong Brown, Moist to Wet, Dense		GB	3	25	72		NP	
12 ft	Test Hole Terminated at 12 ft								

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PROJECT NO.: 24-224

CLIENT: Ben Johnson

SHEET: 1 of 1

BORE LOG: TP-8

LOGGED BY: Carlos Vasquez REVIEWER: JP ADDRESS: 450 West 3450 South, Nibley, UT

LATITUDE: 41.67086

LONGITUDE: -111.84382

DATE: 2025-06-04

Depth	Lithologic Description	Symbol	Samples	Gradation			Atterberg Limits		Moisture (%)
				Gravel	Sand	Fines	LL (%)	PL (%)	
	Ground Surface								
0	**Topsoil**								
1	1.5 ft								
2	**Sandy Gravel with Cobbles and Boulders, GP** Strong Brown, Dry to Moist, Very Dense, Medium to Coarse Grained Occasional 1.5-Boulders								
3									
4									
5									
6	Less Boulders								
7	7 ft								
	Test Hole Terminated at 7 ft								
8									
9									
10									
11									
12									
13									

civilsolutionsgroup INC.

PROJECT TITLE: Johnson NIbley

PROJECT NO.: 24-224

CLIENT: Ben Johnson

SHEET: 1 of 1

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NIBLEY BLACKSMITH FORK IRRIGATION COMPANY

March 25, 2026

This letter is intended to acknowledge that the Nibley Blacksmith Fork Irrigation Company has received the Dove Creek change application with the necessary preliminary plans from Ben Johnson.

At the March 18, 2026 meeting of the Board, a motion was made, seconded and passed that the Board conditionally accept the plans as presented. Future conditional requirements and approval may still be needed as the project moves forward.

Sheri J. Schiess
Secretary

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Agenda Items #6 & #7: ADU Ordinance Update

Description

Public Hearing: Ordinance 26-21—Amending NCC 19.24.250 Accessory Dwelling Unit Standards, Including Impact Fee Provisions, Lot Size Requirements, and Conversion of Accessory Buildings

Discussion and Consideration: Recommendation for Ordinance 26-21—Amending NCC 19.24.250 Accessory Dwelling Unit Standards, Including Impact Fee Provisions, Lot Size Requirements, and Conversion of Accessory Buildings

Department

City Planning

Action Type

Legislative

Recommendation

Recommend Approval of Ordinance 26-21—Amending NCC 19.24.250 Accessory Dwelling Unit Standards, Including Impact Fee Provisions, Lot Size Requirements, and Conversion of Accessory Buildings

Reviewed By

City Planner, City Manager, City Treasurer

Background

During the 2026 Utah State Legislative Session, SB 284 was passed, which includes a requirement that all cities over 5,000 in population must allow detached ADUs, with certain standards for that allowance. While Nibley City does and has allowed ADUs since 2020, this proposed ordinance would bring the City into compliance with the other standards, including:

1. Lowering the minimum lot square footage from 12,000 to 11,000 ft ^{2}

2. Added process and allowance for those converting existing accessory structures to ADUs.

In addition to these State-mandated amendments, Staff is recommending:

1. Clarifying how impact fees apply to ADUs. The current ordinance requires half the impact fee for ADUs that do not install a separate water or sewer meter. Staff's recommendation is to clarify that the water and sewer impact fee be assessed at half the rate of a multi-family dwelling, while the remaining impact fees be assessed at the full rate.
2. Removing requiring for notification to abutting properties. This is a peculiar notification that is not required of any other administrative approval.
3. Removing restriction on coverage of the rear yard. The restrictive setbacks and square footage limitations should be sufficient to ensure there is adequate spacing in the rear yard.

19.24.250 Accessory Dwelling Unit Standards

A. Purpose

1. This chapter establishes approval criteria and outlines processing procedures for accessory dwelling units.

2. The purpose of this chapter is to provide opportunities to develop affordable moderate-income housing by allowing accessory dwelling units in zoning districts specified in this title, to establish the conditions under which accessory dwelling units are regulated under this chapter, and to set forth criteria and standards to be required of accessory dwelling units when this chapter is applicable.

B. Accessory Dwelling Unit Approval Required

1. All Accessory Dwelling Units shall comply with the standards and provisions of this title. Accessory dwelling units that existed prior to the adoption of this ordinance, that have not received formal approval, shall be considered illegal until approved in compliance with these provisions, and the City may deny any land use or building approval requested by an owner of property that has an illegal accessory dwelling unit.

C. Application

1. Persons shall make application for an accessory dwelling unit on forms prepared by Nibley City. No accessory dwelling unit application shall be processed without the submission of the application, all supporting materials as required by this chapter, and the processing fee. Incomplete applications shall not be processed under any circumstances.
2. Supporting Materials. The accessory dwelling unit application shall be submitted with the materials listed herein.
   a. Floor Plan: A floor plan of the accessory dwelling unit shall be provided
   b. Parking Plans: A parking plan shall be submitted showing the location of dedicated off-street parking for the accessory dwelling unit and the primary residence
   c. Fire Extinguisher(s): Evidence of a fire extinguisher in the accessory dwelling unit shall be provided.
   d. Fee: The processing fee as required by the consolidated fee schedule as approved by the City council shall be paid in full.
3. A building permit is required for all new or remodeled accessory dwelling units.
4. A certificate of occupancy is required prior to occupancy of any accessory dwelling unit to ensure compliance with fire, building and health codes.
5. ~~Notification must be sent to abutting property owners with an opportunity to comment to Nibley City Staff within a period of fourteen (14) days from the date of notification.~~

Commented [LR1]: Suggest removing this requirement. It is not required for other similar applications and seems unnecessary.

D. Approval Criteria

1. Proposed accessory dwelling units in compliance with the following criteria to ensure the health and safety of occupants.
2. Fire, building, and health codes. The design and size of the accessory dwelling unit shall conform to all applicable standards in the fire, building, and health codes. All necessary permits shall indicate the area to be designated for accessory dwelling unit use.
3. Separate addresses and mailboxes shall be placed on all accessory dwelling units regulated by this chapter as required for public safety purposes.
4. Parking: Off-street parking shall be provided per NCC 19.24.160.
5. One Accessory Dwelling Unit: Only one accessory dwelling unit shall be allowed for each single-family dwelling. Accessory dwelling units are not allowed on lots that contain a two-family dwelling.
6. No accessory dwelling unit shall be built on a registered wetland or flood plain.
7. The use of an accessory dwelling unit shall be limited to residential uses. With the exception of a home occupation, no commercial or industrial uses are permitted within an accessory dwelling unit.
8. Impact Fees: Accessory dwelling units that install a separate water meter or sewer ~~meter~~ connection shall be subject to 100% of the impact fee of a multi-family dwelling unit~~s~~. Accessory dwelling unit~~ses~~ that do not install a separate water or sewer meter shall be subject to 50% of the sewer and water impact fee~~s~~ of a multi-family dwelling unit~~s~~ as set forth in the latest associated Impact Fee Ordinance adjustment. All other impact fees are assessed at the normal rate for Multi Family Residences except for the Logan Sewer Impact Fee, which is determined by Logan City's posted fee schedule.

E. Size, Height and Zoning

1. Accessory dwelling units shall have the following requirements:
    a. Shall have the minimum floor area of 300 sq. ft. and a maximum floor area of 1,200 sq. ft. Garage, shop or other space not associated with the living area shall not be counted toward these limits.
    b. Detached accessory dwelling units shall follow the sizing and setback requirements as listed in NCC 19.22.
    c. Detached accessory dwelling units shall not be permitted on lots smaller than ~~12,000~~11,000 sq. ft.
    d. ~~The total square footage of all detached accessory dwelling units shall not occupy more than twenty five percent (25%) of the rear yard.~~

F. Noncompliance

1. Owners of the property where the accessory dwelling unit use has been approved shall be responsible for their property's compliance with the city's ordinances and conditions of approval. Owners who fail to maintain or violate the city's ordinances regulating accessory dwelling unit use or conditions upon which approval was contingent may have the permit revoked. Notice of violation shall be given to the

Commented [LR2]: Only change applicable section.

Commented [LR3]: Required per UCA 10-21-304

Commented [Levi Robe4]: Suggest removing this provision. The restrictive setbacks are sufficient to ensure that the ADU does not cover a large portion of the rear yard.

owner of the residence containing the accessory apartment use providing 14 days to correct a violation before the permit is revoked. Persons aggrieved by the revocation of their permit may use the appeal process to have their grievances heard.

G. Conversion of existing Accessory Buildings

1. An owner of a legally constructed accessory structure may convert the accessory structure to a detached accessory dwelling unit provided that the following conditions are met:
    a. The accessory structure complies with setback requirements for an accessory building as provided in NCC 19.22.
    b. Applicable building, health, and fire codes apply.
    c. An Accessory Dwelling Unit zoning clearance permit and Building Permit must be obtained.

Commented [LR5]: My interpretation of state code is that setbacks for the accessory structure apply in this situation, but not necessarily for the ADU, even though it is converted into an ADU.

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Agenda Item #8: Sign Regulations Workshop

Description

Workshop: Sign Regulations

Department

City Planning

Action Type

No Action

Recommendation

No Action

Reviewed By

City Planner, City Assistant Recorder

Background

During the 2026 Utah State Legislative Session, HB 33 was passed, which among other provisions, prohibits municipalities from prohibiting a property owner or lawful occupant of property adjacent to a park strip from posting a political sign on the park strip. In addition a necessary amendment to come into compliance with this restriction, Staff is recommending a review of the Sign Code. Some of the other provisions that Staff would recommend reviewing for revision include:

1. Needs a legal review to ensure there are no provisions which conflict with the content-neutrality provision established by Reed v. Town of Gilbert case.
2. Need to clarify restrictions on temporary signage.
3. Suggest referencing building code for which signs require a building permit, rather than specifying by City Code.
4. Review sign setback requirement (10').
5. Consider establishing sign permit that may be reviewed by City Staff, rather than a conditional use permit for several signs.

The purpose of this workshop is to discuss these and other potential amendments to the ordinance in preparation for consideration of a code amendment.

19.24.150 Permitted Signs

1. Applicability: The signs described in this section shall be allowed as indicated in the city. Any sign not specifically permitted by this section is prohibited.

2. Definitions:

AWNING SIGN: A roofed structure, constructed of fabric, metal or other appropriate materials placed so as to extend outward from the building, providing a protective shield for doors, windows and other openings in the building, with supports extending back to the building, supported entirely by the building.

BILLBOARD/OFF PREMISES SIGN: An advertising sign on premises other than that occupied by the business referred to in the sign.

BILLBOARD/ON PREMISES SIGN: An advertising sign located on the premises occupied by the business referred to in the sign.

BUSINESS SIGN: A sign identifying a commercial or industrial business on the same premises as the sign by name and/or logo. Business sign types are ground, monument, nameplate, projecting, roof, wall and billboard/on-premises signs. Business signs must be removed when a company goes out of business.

ELECTRONIC MESSAGE DISPLAY (EMD): A sign or portion thereof capable of displaying words, symbols, figures or images that can be electronically or mechanically changed by remote or automatic means. See subsection L of this section for further EMD regulations.

FLATSIGN: A sign erected parallel to and attached to the outside of a building and extending not more than twenty four inches (24") from such wall with messages or copy on the face side only. Sign proportion and design should be aesthetically pleasing. Signs flat against buildings or other structures will be allowed to extend two feet (2') above the

Commented [LR1]: The whole section needs to be reviewed for content-neutrality (Reed v. Town of Gilbert). There are several provisions that regulate content. Questionable provisions highlighted in yellow.

Commented [LR2]: Should identification and business signs be distinct?

roof lines or parapet walls of the building. When a building has more than one level, the wall on which the sign is installed will govern.

IDENTIFICATION SIGN: A sign displayed to indicate the name or nature of buildings or uses, other than commercial or industrial uses, located upon the same premises as the sign, i.e., schools, hospitals, churches, etc.

MAXIMUM HEIGHT: The distance from the ground supporting the sign to the highest point of the sign area. A landscape berm or other structure erected to support the sign shall be measured as part of the height. If the street to which the sign is oriented is higher than the grade at the base of the sign, then the street elevation shall be used in determining the permitted height. A roof-like structure may be added that extends beyond the maximum sign area, provided that no advertising is contained therein and that it does not increase the height more than 25%.

MONUMENT SIGN: On-premises or identification signs, the entire bottom of which is in contact with or closer than three feet (3') to the ground. Maximum height shall be five feet (5') and be incorporated into some form of landscape design scheme or planter box.

NAMEPLATE SIGN: A sign indicating the name and/or occupation of a person or persons residing on the same premises or legally occupying the same premises, or indicating a home occupation legally existing on the same premises as the sign. Nameplate signs shall be attached to the house or building to which they pertain.

~~2.~~ POLITICAL SIGN: any sign that advocates the election or defeat of a candidate for public office or the approval or defeat of a ballot proposition.

PORTABLE OR A-FRAME SIGN: Any sign that is not permanently attached to the ground or a building, designated to be transported on wheels or other means, signs converted to A-frame or T-frame or signs attached to, painted on or supported by stationary vehicles or trailers, which are visible from a public street and have the express purpose of advertising a business, product or service. Such signs are expressly prohibited.

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Commented [LR3]: Suggest reviewing. Do we want to completely prohibit such signage or include as potential temporary signage?

PROJECT SIGN: A permanent sign identifying an area of distinct character under multiple ownership such as a residential neighborhood, shopping center or business park. All project signs are subject to design review.

PROJECTING SIGN: A sign attached to a building or other structure and extending in whole or in part more than twenty four inches (24") beyond any wall of the building or structure. The sign may not project above the roof line or tallest part of the structure.

PROPERTY SIGN: A sign related to the property upon which it is located and offering such property for sale or lease, or announcing improvements to the site during construction of the project. Property signs may also be used to warn against trespassers.

PUBLIC NECESSITY SIGNS: A sign informing the public of any danger or hazard existing on or adjacent to the premises on which the sign is located.

SERVICE SIGN: A sign which is incidental to a use lawfully occupying the property upon which it is located, and which sign is necessary to provide information to the public, such as direction to parking lots, location of restrooms, sale of agricultural products produced on the premises, and may bear, as an incidental part of the sign, the name, address or trademark of the persons furnishing such sign to the owner of the premises.

SIGN AREA: The area comprising the message portion of a sign, not including the supporting structure. When computing the area of sign background, only the face or faces, from one direction at one time, shall be considered. It is computed by measuring the area enclosed by straight lines drawn around the extremities of the text or graphics.

STREET BANNER SIGN: A fabric sign suspended across a city street or hanging from a building or other fixture at the side of or adjacent to the road right of way. The banner may advertise a state-, county- or city-sponsored event. Approval must be granted by the city before installation.

TEMPORARY SIGN: Any sign, banner, pennant, balloon or advertising display constructed of paper, cloth, canvas, light fabric, cardboard, wallboard or other light materials, with or without light frames, intended to be displayed outdoors for short periods of time. Examples include political signs, grand openings, garage sales, school activities, chuck wagon breakfasts or other city sponsored events. Temporary signs must be removed within twenty four (24) hours of the event for which it is erected. Gas filled balloons (unmanned) must be securely tethered and must not exceed fifteen feet (15') in height at the end of the tether.

WALL SIGN: A sign that is either painted on a wall or its facing, or is painted in such a way that it gives the visual appearance of being painted on a wall or facing by not having a frame or separation from the wall or facing.

3. Construction Standards: All signs hereinafter erected in the city shall comply with the current standards of the electrical code, the building code, and all provisions of this title.
4. Illumination: All signs shall be illuminated as indicated in the table of permitted signs set forth in subsection P of this section. The source of indirect lighting shall not be visible from the street. In no case shall direct rays of light be permitted to penetrate a property in a residential zone.
5. Maintenance:
    1. All signs shall be maintained in a neat and presentable condition. Those signs damaged by conditions of weather or by accident shall be repaired within a reasonable time, or shall be replaced or removed. In the event of a dispute as to a "reasonable time" for repair, replacement or removal, the planning commission shall have authority to set a final deadline if mutual agreement is not reached with the sign owner.
    2. The removal of signs shall be at the owner's expense.
6. Sign Requiring Building Permit: Where a building permit is required, no sign shall be erected without first obtaining the necessary building permit. The application for a permit for the construction, modification or remodeling of sign shall include a plot plan and site plan and shall meet the same document requirements as a commercial or manufacturing

Commented [LR4]: Need to further clarify temporary signs. Should they only be allowed for events? Should we just specify a timeframe for temporary signs and specify location and dimension criteria?

Commented [LR5]: Suggest specifying time, rather than leaving it open to interpretation.

building. Included on the plot plan will be details of how the sign is to be firmly anchored or attached to the building or ground.

7. Unsafe Signs: Any sign or portion thereof declared unsafe by the building inspector must be restored to a safe condition within thirty (30) days of mailing or otherwise giving notice of the unsafe condition or shall be removed within the same thirty (30) day period.
8. Signs Not To Constitute A Traffic Hazard: No sign shall be erected at the intersection of any streets in such a manner as to obstruct free and clear vision; or at any location where, by reason of the position, shape or color, it may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device.
9. Sign Setback: All sign bases, foundations or supporting apparatus shall be set back from the property line by at least ten feet (10').
10. Business Signs In Residential Zones: Non-home occupation businesses located in residential zones by conditional use permit may erect an unlighted business sign of maximum height of six feet (6*) and maximum area of six (6) square feet. Home occupation businesses are limited to a nameplate sign.
11. Design Review: The Planning Commission shall (a) review and approve or disapprove the design of all signs to be located on premises along State Highway 89/91 and (b) review and approve or disapprove other signs requiring design review by this ordinance.
12. Electronic Message Displays (EMDs):
    1. Permit Required: Prior to construction of an EMD, the applicant shall obtain an EMD Sign Permit for the sign, which shall only be issued after review of the Planning Commission. A nonrefundable fee as listed on the current approved Consolidated Fee Schedule shall accompany each EMD Sign Permit application to compensate the City for permit review and administration of this ordinance. Government-operated changeable message signs are exempt from this title.

Commented [LR6]: Suggest referencing building code for this one.

Commented [LR7]: Is this reasonable for all signs?

Commented [LR8]: Suggest reviewing

Commented [LR9]: Suggest a generic 'sign permit', rather than a specific EMD sign permit.

2. No off-premise advertising permitted. Advertising copy may only advertise business on the same property or within the same project as the sign itself.
3. Permitted Zones: EMDs shall only be permitted in the Neighborhood Commercial (C-N), Commercial and Industrial zones along Highway 89/91 and Highway 165.
    a. In no case shall an EMD be permitted within 300 feet of a residential zone.
    b. EMDs shall be prohibited along Highway 165.
    c. Where an EMD is permitted in a residential zone, such as a public school, all electronic displays shall be shut off between the hours of 10:00 p.m. and 6:00 a.m.
    d. In no case shall a sexually oriented business, as defined in NCC 2.14, be permitted to have an EMD.
4. Transitions
    a. Prohibited Transitions
        (1) Scrolling or Travel
        (2) Any text or graphic that "moves" or "has the appearance of movement" not specified in this section.
    b. Permitted Transitions
        (1) Dissolve, shall not exceed 2 seconds between individual scenes, messages, or advertisements.
        (2) Fade shall be between one and two seconds between individual scenes, messages, or advertisements.
5. Frame Effects
    a. Prohibited Effects

(1) Flashing & Blinking (a strobe effect)

(2) Starburst

(3) Video

(4) New frame effects not identified herein

(5) After sunset, no sign shall utilize a white background for greater than or equal to 10% of the sign area

b. Permitted Effect(s)

(1) Static image

6. Dwell Time

a. Each scene, message, or advertisement displayed on an EMD shall remain "on" and static for at least four (4) seconds.

7. Sign Brightness/Intensity: All EMDs are required to comply with the following standards:

a. EMD Sign Illumination Standards: Photocell technology is required to be properly installed for all EMDs to allow for automatic dimming of the intensity of the sign illumination and accommodate varying light conditions.

b. EMD Illumination Measurement Criteria: The illuminance of an EMD shall be measured with an illuminance (light intensity) meter set to measure foot candles accurate to at least 0.01 foot candles. Illuminance shall be measured with the EMD off, and again with the EMD displaying a white image for a full color-capable EMD, or a solid message for a single-color EMD. All measurements shall be taken perpendicular to the face of the EMD at the distance determined by the total square footage of the EMD as set forth by the following formula.

Measurement Distance = Ten times the square root of the Sign Area

For example, a sign with an area of 25 square feet shall be measured at a distance of 50 feet.

c. EMD Illumination Limits: The nighttime difference between the off and solid-message measurements using the EMD Measurement Criteria shall not exceed 0.1 footcandles.

d. Dimming Capabilities: All permitted EMDs shall be equipped with a sensor or other device that automatically determines the ambient illumination and programmed to automatically dim according to ambient light conditions, or that can be adjusted to comply with the nighttime footcandle limitation.

e. The applicant shall be required to submit written certification that the light intensity shall not exceed the maximum levels specified in the above table and photocell dimming prior to the issuance of an EMD Sign Permit.

f. All EMDs are subject to inspection by City staff to determine compliance with the illuminance standards set forth above. Failure to comply with the illuminance standards set forth above will result in revocation of the EMD sign permit.

8. Sign Type/Area
   EMDs shall not solely consist of the entire sign area and the permitted size of an EMD shall not be more than:

   a. Monument signs: 66% of the permitted free-standing sign area of a monument sign; and shall not exceed twenty (20) square feet in area.

   b. Pole Signs: Shall not exceed fifty (50) square feet in area.

   c. No other sign type shall be permitted to have an EMD.

13. Table Of Permitted Signs:

Type Of Sign	Maximum Size In Feet	Maximum Height (Feet)	Permitted Zones	Conditional Use Zones	Lighting Type	Building Permit Required
Awning	4ft x 1 ft (1)	12	C, I	None	Indirect	Yes
Billboard/ off premises			None	None		
Billboard/ on premises	96 sq. ft. per side	18	None	C, I	Indirect	Yes
EMD, Pole Sign	50 sq. ft. per side	10 (min) 18 (max)	None	C, I (3)	Projection	Yes (4)
EMD, Monument Sign	20 sq. ft. per side	5	None	C-N, C, I (3)	Projection	Yes (4)
Flat and wall	10% of face - 5% of side	2 ft. above roof	C, I	None	Indirect, flood, neon	Yes
Identification	3ft x 4ft	8	All		Indirect, flood	Yes (2)
Monument, w/o EMD	20 sq. ft.	5	None	A, R-E, R, C-N, C, I, R-2	Indirect	Yes (2)
Nameplate	3 sq. ft.	5	All	None	None	No

Commented [LR10]: Should we make signs a conditional use or just require a sign permit for all signs that is reviewed by Staff, similar to fence permits?

Commented [LR11]: Do we need to specify if a building permit is required for signs or just refer to the building code?

Project	160 sq. ft. per side	10	C, I	None	Indirect, flood, neon	Yes
Project - Residential	40 sq. ft. per side	10	C, I	None	Indirect, flood, neon	Yes
Projecting	14 sq. ft.	18	C, I	None	Indirect, flood, neon	Yes
Property	32 sq. ft.	10	All	None	None	No
Public necessity	6 sq. ft.	5	All	None	None	No
Service	16 sq. ft.	6	None	All	Indirect	Yes (2)
Street banner	120 sq. ft.	None	C, I	None	None	No
Temporary	30 sq. ft.	6	All	None	None	No

14. Notes:
    (1) Width not to exceed windows, doors or other openings being sheltered.
    (2) Building permit not required if sign is not electrically illuminated.
    (3) Allowed only along Highway 89/91 and 165.
    (4) EMD Sign Permit also required.

15. Exemptions: The following shall be exempt from the provisions of this chapter so long as they do not create a traffic, pedestrian, or line-of-sight hazard:

    1. Official notices authorized by a court, public body or public safety official.

2. Directional, warning or information signs authorized by a government.
3. Memorial plaques, building identification signs and building cornerstones when cut or carved into a masonry surface or when made an integral part of the building or structure.
4. The flag of a government or noncommercial institution, such as a school, and business identification flags.
5. Religious symbols and seasonal decorations provided that no traffic hazard is created.
6. Works of art containing no form of advertising.
7. Street address signs and combination nameplate and street address signs that contain no advertising copy and which do not exceed six (6) square feet in area.
8. Signs oriented only to the property on which they are located and which are not visible from the public right of way.
9. Signs in the display windows of a business which are incorporated in a display of merchandise.
10. Posting a political sign on a park strip if the person is the owner or lawful occupant of property that is adjacent to the park strip or the person posting the political sign obtains consent to post the political sign from the lawful occupant of property that is adjacent to the park strip.

~~9.~~

~~16.~~17. Prohibited Signs:

1. Nonpermitted signs or posters that are visible from a public way and are affixed to walls, buildings, trees, poles, fences, bridges or other structures.
2. Signs placed on any street right of way, sidewalk, pole, bridge or tree, unless specifically permitted herein.
3. Banners, pennants, strings of lights, ribbons, streamers, balloons or similar devices that call attention rather than contribute to the business decor except as may be specifically permitted by this section.

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Commented [LR12]: Need to address City-sponsored or approved signs in public ROW. May be combined with temporary signs.

Commented [LR13]: Very subjective

4. Portable signs except those allowed as temporary signs.
5. Signs whose lighting, location or appearance would cause such signs to have the appearance of traffic safety signs and lights, or municipal vehicle warnings.
6. Any sign attached to or placed on a vehicle or trailer that is parked on public or private property or driven on public streets, except for signs meeting the following:
    a. The primary purpose of such a vehicle or trailer is not the display of signs.
    b. The signs are magnetic, decals or painted upon an integral part of the vehicle or equipment.
    c. The vehicle or trailer is in operating condition, currently registered and licensed to operate on public streets, and actively used or available for use in the daily function of the business to which such signs relate.
7. Roof signs.
8. Animated signs.
9. Strobe lights and flashing lights.
10. Any sort of sign used to advertise or display any visually communicated message by letter or by picture, of any kind, on any seating bench, or in direct connection with any bench unless authorized by the regional public transportation system authority as permitted from the City Planner.