NIBLEY CITY PLANNING AND ZONING COMMISSION AGENDA
THURSDAY, OCTOBER 29, 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 September 24, 2026, Meeting Minutes and the Current Agenda
3. **Discussion and Consideration**: Preliminary Plat for The Fields at Nibley, a 54-Lot Open Space Subdivision, Located at Approximately 1405 W 3200 S
4. **Workshop:** Home Business Regulations Framework
5. **Discussion and Consideration**: Recommendation for Ordinance 26-13: Amending NCC 19.24.150 Permitted Signs, Including Provisions Related to Political and Temporary Signage, Setbacks, and Permit Requirements
6. **Staff Report and Action Items**

Adjourn

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, November 5, 2026, at 6:30 PM MT.

Nibley City's next scheduled Planning and Zoning Commission meeting is on Thursday, November 12, 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.

Nibley City Planning and Zoning Commission Agenda Item Report

October 29, 2026

Agenda Item #3: Preliminary Plat for The Fields at Nibley Subdivision

Description

Discussion and Consideration: Preliminary Plat for The Fields at Nibley, a 54-Lot Open Space Subdivision, Located at Approximately 1405 W 3200 S

Department

City Planning

Action Type

Administrative

Recommendation

Approval of the Preliminary Plat for The Fields at Nibley, a 54-Lot Open Space Subdivision, Located at Approximately 1405 W 3200 S, adopting the recommended findings and conditions provided by staff.

Reviewed By

City Planner, City Engineer, Public Works

Background

The property owner of Parcel 03-0017-0019, located at 1405 W 3200 S has applied for Preliminary Plat approval for the Fields at Nibley Subdivision. The proposed Open Space Subdivision is located on a 19.23-acre parcel at 1150 W 3200 S. Previously, the property owner received conditional approval for an open space subdivision that could not move forward because an application for Rezone from R-2 to R-2A for the property was denied by Nibley City Council. The updated application has been modified to meet the requirements for the R-2 zone.

Zoning and space requirements

The proposed subdivision has been evaluated based upon standards of an open space subdivision in an R-2 zone. Below is a summary of the development and zoning requirements:

	NCC Requirements	The Fields at Nibley
Total Gross Acres	N/A	19.23
Proposed Public Row Area	N/A	3.31
Total Developable Land	N/A	15.92
Open Space (40%)	6.37	6.37
Total Lots	1.4*38.6=54	54

NCC 21.10.020(E) includes dimensional standards within an Open Space Subdivision. This includes a requirement that "Subdivisions with 40 or greater lots, a variation in lot sizes is required. No more than 40% of lots within a subdivision may be composed of any one lot size category." The largest number of lots within any one category (4,501-6,000 sq ft) is 35%. In addition, the applicant has indicated that all lots meet the minimum 1,500 sq ft buildable area.

NCC 21.10.020(E)(3) provides minimum setback standards, which vary from the underlying zone. The setback lines on the civil plan comply with these standards, but the setback detail on page 3 is inaccurate and does not comply. Staff recommends a condition that the setbacks comply with NCC 21.10.020(E)(3) on the final plat.

Sensitive Areas

In accordance with NCC 21.10.020(D)(3), the applicant has provided a sensitive area designation plan map as part of the preliminary plat. Other than a canal on the north edge of the property, which is proposed to be piped, the entire area is described as pasture and farmland. Existing trees on the property in the open space area are to remain.

Open Space Plan & Evaluation

In accordance with Nibley City Code § 21.10.020(L)(2) and § 21.06.040, the applicant has provided a preliminary maintenance plan for proposed open space in the subdivision, which is proposed to be dedicated to a land conservancy.

The proposed open space consists of three components: a trail corridor on the northern border of the subdivision, a stormwater basin in the northwest corner and an approximately 5-acre pasture with preserved agricultural structures that are currently on the site.

The applicant has provided an explanation that the open space of The Fields complies with standards set forth in NCC 21.10.020(I). Specifically, the following

1. *Significant Areas and Natural Landscape - The 5.81 acres of Open Space currently has standing trees and meadows exceeding the minimum .5 acres. It will preserve the pasture area that it is currently used for and maintain it's rural feel.*
3. *Agricultural Land - Much of the 5.81 acres is currently used for agricultural purposes and will continue to be used for similar purposes.*
5. *Pedestrian Access - Space for Nibley's continuous walking path will be located on the north end of the Open Space.*

In addition to these standards, Staff has determined that the applicant meets the 2nd standard of this section, 'Contiguous Land,' as all the provided open space is contiguous and integrated. As such, Staff has determined that minimum Open Space Design Standards are met.

Within the proposed development agreement, the applicant states that the land will be dedicated to a qualified nonprofit land conservancy or land trust selected by Developer. This conflicts with a statement in the preliminary maintenance plan that states that the land will be dedicated to Nibley City. The applicant has indicated that they intend to dedicate the land to a land conservancy or trust. Staff recommends correcting the preliminary maintenance plan to be consistent with the development agreement.

Phasing

The applicant proposes to complete the subdivision in one phase.

Utility Lines. Easements, and Storm Water

The applicant has shown a preliminary plan for connecting utilities to Nibley City's utility system, including locations of sewer, water lines. Public utility easements are shown where necessary, as required by the City Engineer. Nibley City engineer and public works have reviewed the plans to ensure feasibility and compliance with City standards.

City Staff has worked closely with the applicant to evaluate stormwater storage imposed by this development and furthermore is coordinating with the developer to address stormwater issues in the area, as this area is prone to flooding during to the west of the project on City property. In addition to this, the applicant and City Staff have included in the proposed development agreement provisions that require the developer to place fill material on nearby properties (with the cooperation of property owners) to mitigate potential flooding issues.

At this stage in the process, the City Engineer and Public Works is comfortable with the proposed design subject to further review at the Final Plat stage of the project.

Canals

There is a College Irrigation ditch which runs east/west on the north portion of the proposed subdivision. The applicant is proposing to pipe this canal and dedicate a 20' wide easement for maintenance of the canal. The planned trail runs within this canal alignment, as denoted in the City's Active Transportation Plan

The applicant has provided a letter from College Irrigation with an opportunity to submit comments to Nibley City, as required by NCC 21.06.040(A)(5). The City has not received any response from Nibley-BSF. The applicant has indicated that they will continue to coordinate with the canal company through the Final stages of approval for the subdivision.

Transportation & Connectivity

The currently adopted Transportation Master Plan shows 3200 S as an arterial street along the southern edge of the proposed subdivision. The applicant is proposing to improve the roadway, where necessary to conform to the transportation master plan (TS-1). Local streets within the subdivision are proposed to conform to Nibley City design standards with a TS-13 cross section, including park strip, curb and gutter. The applicant is proposing to provide curb cuts at the entrance of the subdivision from both 3200 S, as required by NCC 21.12.060(E)(1).

NCC 21.12.060(F)(1) provides that "Trails, bike paths, and horse trails shall be provided by the Developer in accordance with the City Trails Master Plan and where otherwise necessary as determined by the Approval Authority." The currently adopted Active Transportation Plan, which also acts as the Trails Master Plan includes a paved path on the northern edge of this property. The applicant has proposed to provide a 8' wide trail along this alignment, in accordance with this plan.

NCC 21.12.060(F)(3) states that "blocks longer than 660 feet shall provide a pedestrian ROW at minimum 660-foot intervals as outlined below linking the block to the nearest adjacent public or private street, cul-de-sac, park, school, or City trail unless expressly prohibited by conflict with previously developed subdivisions or land uses." There is a block within the subdivision that exceeds this minimum block length, but the applicant is proposing to include a trail connection in accordance with this section, so this standard is met.

NCC 21.12.060(B) states that in cul-de-sacs, a pedestrian right-of-way with an 8' pathway is required to connect to "the nearest adjacent public ROW, park, or school unless expressly prohibited by conflict with previously developed subdivisions or land uses." As the development includes 2 lots on the existing 1350 West cul-de-sac, they are providing a pedestrian connection to the proposed 1400 West, meeting this standard.

Nibley City Design Standards do not allow driveways on arterial roadways, including 3200 South and recommends this be included on the final plat as a condition of approval.

The Draft agreement includes a provision that maintenance of trails within the development shall be the responsibility of the adjacent property owner(s) or the HOA (if applicable). The applicant has requested that trails be the responsibility of Nibley City, but Staff recommends retaining this provision.

Street Trees

NCC 21.12.170 provides that street trees be planted every 50'. The applicant has provided a street tree plan in conformance with this standard.

Recommended Findings

1. The application complies with the minimum standards of NCC 21.10.020 Open Space Subdivision with some minor exceptions that may be addressed at Final Plat.
2. The application complies with the infrastructure standards of NCC 21.12.

Recommended Conditions of Approval

1. Setbacks on Final Plat need to be compliant with NCC 21.10.020(E)(3).
2. Final Maintenance Plan needs to update provision related to dedication of Open Space to be consistent with development agreement.
3. Open Space land must be placed in conservation easement recorded prior to or concurrent with the recording of the final plat.
4. Applicant to provide a profile of the existing and final elevations of the roadway and how the proposed elevation will impact existing lots and the need to import fill material for lots to be buildable in conjunction with Final Plat.
5. Include note on Final Plat that driveway access from lots 2, 3 and Open Space B to 3200 South is prohibited.
6. A water model will be run to update the water model and to ensure adequate flows are maintained. Cost will be billed with Development fees.
7. A sewer model will be run to update the sewer model and to ensure adequate flows. Cost will be billed with Development fees.
8. Indoor and outdoor water use calculations and certificate for equivalent shares, financial surety, and payment of development fees are required at time of Final Plat.

Agenda Item #4: Home Business Regulations Framework

Description

Workshop: Home Business Regulations Framework

Department

City Planning

Background

Staff has received a substantial number of requests and feedback to consider different approaches to regulating home businesses that operate outside of the primary dwelling, including farm stands and other small-scale businesses on residential properties.

NCC 19.04.010 defines a 'Farmer's Market' as "A market, usually held out of doors, in a public space, where local merchants can sell locally grown, fresh produce and small handcrafted items to the public." This is the closest definition to a roadside farm stand in City Code. A Farmer's Market is not permitted in the R-2 or R-2A zone. No matter the scale of the farmstand, they may not be permitted as a home occupation. Under the definition of home occupation, NCC 19.04.010 states "…the occupation shall not use any accessory building, yard, or any space outside the main building not normally associated with residential use. …" In addition to these restrictions, NCC 19.24.060(B)(2) states that accessory buildings that do not require a building permit shall not be built within the minimum front yard setback area of the principal building.

Because of these restrictions, a number of perspective and existing business owners that have approached the City or applied have learned that they are not permitted to operate, as desired.

During the September 24 Planning Commission meeting, it was discussed to consider reworking the framework for regulating home businesses. To inform this discussion, Brandon Bell, Lead Regional Planner with the Bear River Association of Governments (BRAG) is going to give a presentation entitled "Entrepreneurship Embedded: Weaving the Entrepreneurial Spirit through the Fabric of Our Communities." Brandon's perspective will give a scaled approach to business development that can be appropriately integrated into neighborhoods.

Agenda Item #5: Sign Regulations

Description

Discussion and Consideration: Recommendation for Ordinance 26-13: Amending NCC 19.24.150 Permitted Signs, Including Provisions Related to Political and Temporary Signage, Setbacks, and Permit Requirements

Department

City Planning

Action Type

Legislative

Recommendation

Recommend Approval of Ordinance 26-13: Amending NCC 19.24.150 Permitted Signs, Including Provisions Related to Political and Temporary Signage, Setbacks, and Permit Requirements

Reviewed By

City Planner

Background

Update for October 29

The City Council considered this ordinance and passed a motion to refer Ordinance 26-13 to committee, to give the Planning Commission opportunity to discuss if city signs were allowed in park strips. This motion came after City Staff amended its recommendation, suggesting to not exempt signs for City-sponsored events and programs.

Despite this recommendation, Staff acknowledges that the signs are effective at advertising City-sponsored events and programs and this should be considered.

In addition to this motion, Councilmember Laursen made some suggestions which could be considered, including:

- Categorizing signs less prescriptively; temporary, permanent, and electrical. What types of signs need different types of permitting.
- Economic development problems with restrictions on home-based business and future economic development were very prohibitive and would need to be addressed as they had economic development. For example, for home occupations, the only sign allowed is a 3 sq ft name plate sign.
- Provisions that electrical signs needed to be turned off at certain times and then having provisions that those types of code were not even allowed in certain zones.

In addition to these items, Staff would like to recommend increasing the maximum size of 'Identification Signs" from 3 ft x 4 ft to 3 ft x 8 ft. This would allow adequate size to accommodate the preferred design for park identification signage.

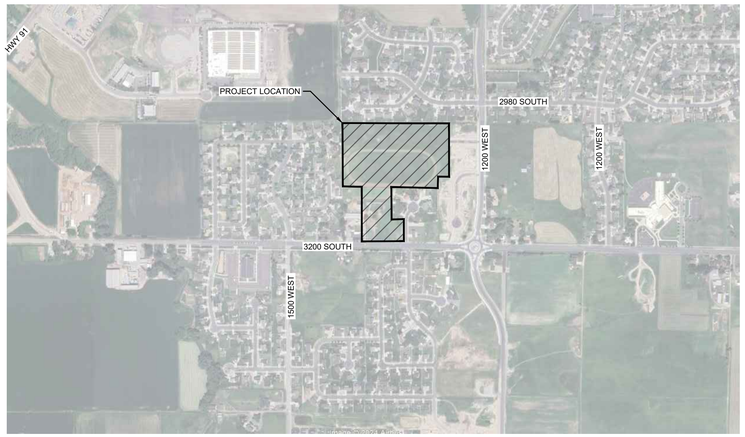
Previous Background Information

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 revisions to the Sign Code, including:

1. Legal review to ensure there are no provisions which conflict with the content-neutrality provision established by Reed v. Town of Gilbert case.
2. Update restrictions on temporary signage.
3. Referencing building code for which signs require a building permit, rather than specifying by City Code.
4. Reduced sign setback requirement (10' to 3')
5. Establish sign permit that may be reviewed administratively by City Staff, rather than a conditional use permit.

PRELIMINARY PLAT
FOR
THE FIELDS AT NIBLEY SUBDIVISION
SE 1/4 OF SEC 20 TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN

VICINITY MAP
NTS



LEGAL DESCRIPTION

A PORTION OF THE SE1/4 OF SECTION 20, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, LOCATED IN NIBLEY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEAST CORNER OF MAPLE VALLEY ESTATES SUBDIVISION, PHASE 4, AND THE SOUTHWEST CORNER OF STONEBRIDGE SUBDIVISION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER, LOCATED S89°51'19"E ALONG THE SECTION LINE 1,326.76 FEET FROM THE WEST 1/4 CORNER OF SECTION 20, T11N, R1E, SLB&M; THENCE S89°51'19"E (PLAT: S89°54'58"W) ALONG SAID PLAT 1,026.75 FEET TO A BOUNDARY LINE ADJUSTMENT DESCRIBED IN BOOK 2021 PAGE 3471 OF THE OFFICIAL RECORDS OF CACHE COUNTY AND EXTENSION OF THE WEST LINE OF HERITAGE CROSSING SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 3 (THREE) COURSES AND DISTANCES: S0°03'24"W ALONG SAID BOUNDARY LINE ADJUSTMENT 519.64 FEET; THENCE N89°51'08"W 115.19 FEET; THENCE S0°10'30"W 97.31 FEET TO A REBAR AND THE NORTHEAST CORNER OF HIDEAWAY ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 4 (FOUR) COURSES AND DISTANCES: N88°51'30"W (PLAT: S88°51'33"E) 437.68 FEET; THENCE S0°01'27"E (PLAT: N0°01'32"W) 300.02 FEET; THENCE S88°42'04"E (PLAT: N88°42'07"W) 108.91 FEET; THENCE S0°15'21"E (PLAT: N0°15'24"W) 199.73 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3200 SOUTH STREET AND THE SOUTHWEST CORNER OF HIDEAWAY ESTATES SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE N88°54'38"W ALONG SAID NORTH RIGHT-OF-WAY LINE 346.44 FEET; THENCE N1°05'22"E 129.25 FEET; THENCE N88°54'38"W 228.36 FEET TO A POINT ON THE EAST LINE OF MAPLE VALLEY ESTATES SUBDIVISION, PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CACHE COUNTY RECORDER; THENCE N0°38'12"W (PLAT: S0°51'17"E) ALONG SAID PLAT 972.66 FEET TO THE POINT OF BEGINNING.

CONTAINS: 19.23+/- ACRES

GENERAL NOTES:

1. SUBJECT PARCEL: 03-017-0019
2. SUBDIVISION AREA: 19.23 AC
3. CURRENT ZONE: R-2
4. SENSITIVE LANDS:
   - 4.1. 4.34 AC OF EXISTING PASTURE TO REMAIN (SEE SHEET 4 FOR LOCATION)
   - 4.2. NO FLOOD PLAINS LOCATED ON OR WITHIN 100' OF TRACT
   - 4.3. NO FAULT LINES LOCATED ON OR WITHIN 100' OF TRACT
   - 4.4. NO WETLANDS LOCATED ON OR WITHIN 100' OF TRACT
5. ALL PUBLIC ROW'S ARE TO BE DEDICATED TO AND MAINTAINED BY NIBLEY CITY
6. DRIVEWAY ACCESS FROM 3200 SOUTH IS NOT PERMITTED (APPLICABLE TO LOTS 2 & 3, AND OPEN SPACE B)
7. BASEMENTS WILL BE PROHIBITED ON ALL LOTS DUE TO HIGH GROUNDWATER. ALL FINISHED FLOOR ELEVATIONS SHALL BE SET 1' HIGHER THAN CURB ELEVATION.
8. OPEN SPACE C SHALL HAVE A BLANKET STORMWATER EASEMENT

OPEN SPACE SUBDIVISION CALCULATIONS:

- PROPOSED ZONING: R-2
- GROSS ACREAGE: 19.23-ac
- PROPOSED RIGHT-OF-WAY DEDICATION: 3.31-ac
- CONSTRAINED SENSITIVE LAND: 0.00-ac
- NET DEVELOPABLE LAND: 15.92-ac
- ESTIMATED OPEN SPACE DEDICATION: 6.37-ac (40%)
- LOTS ALLOWED: 1.4*38.46 = 53.84 LOTS ~ 54 LOTS
- LOTS SHOWN: 54
- NO LOT IS SIZE CATEGORY IS GREATER THAN 40% OF TOTAL

PROJECT CONTACTS:

1. DEVELOPER:

   HIDDEN VALLEY ESTATES PROJECT LLC
   201 SOUTH MAIN STREET STE. 800
   SALT LAKE CITY, UT 84111

2. AGENT:

   JOSH LOW
   E: JOSHUALORINLOW@GMAIL.COM
   P. 435-764-5430

3. CIVIL ENGINEER:

   MICHAEL TAYLOR
   498 WEST 100 SOUTH
   PROVIDENCE, UT 84332
   E: M.TAYLOR@CSG.WORK
   P: 435.890.4498

4. SURVEYOR:

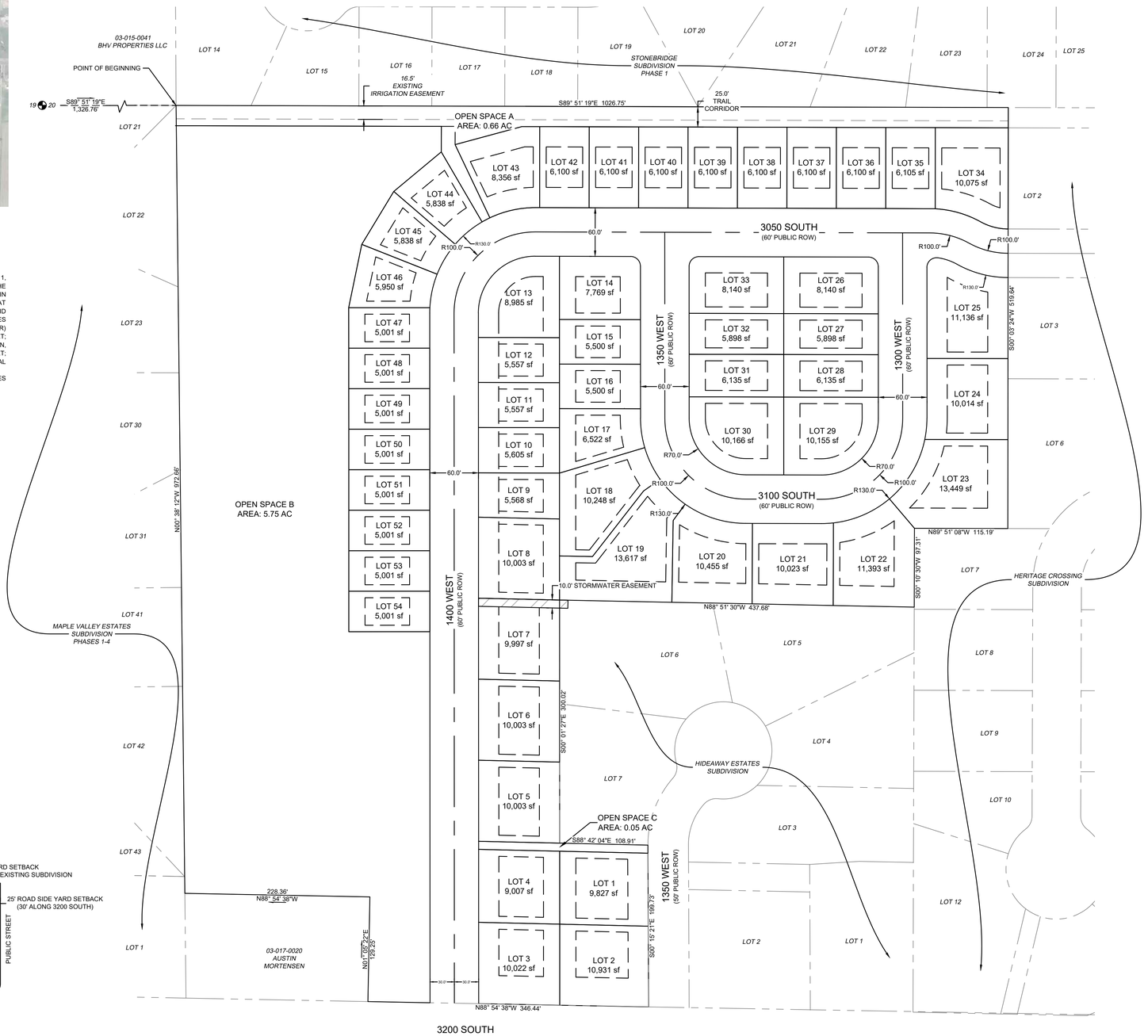
   CURTIS BOWN
   498 WEST 100 SOUTH
   PROVIDENCE, UT 84332
   E: CBOWN@CIVILSOLUTIONSGROUP.NET
   P: 435.720.3761

5. PROPERTY OWNER

   HIDDEN VALLEY ESTATES LLC
   201 S MAIN ST, STE 800
   SALT LAKE CITY, UT, 84111

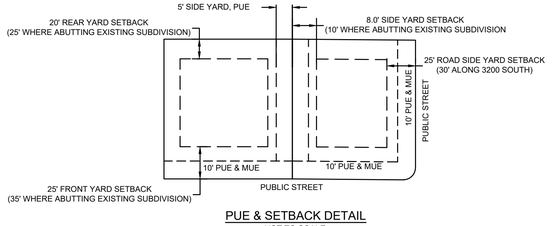
6. IRRIGATION COMPANY

   COLLEGE IRRIGATION COMPANY
   GONDON ZILLES
   P: 435.881.9298



LEGEND

- SUBDIVISION BOUNDARY (PER LEGAL)
- PROPOSED PROPERTY LINE
- SECTION LINE
- EXISTING PROPERTY LINE
- EXISTING ROW CENTERLINE
- PROPOSED ROW CENTERLINE
- STORM DRAIN EASEMENT



PUE & SETBACK DETAIL
NOT TO SCALE

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

THE FIELDS AT NIBLEY
3200 SOUTH & 1350 WEST
NIBLEY, UT, 84321

MARK:	DATE:	DESCRIPTION:

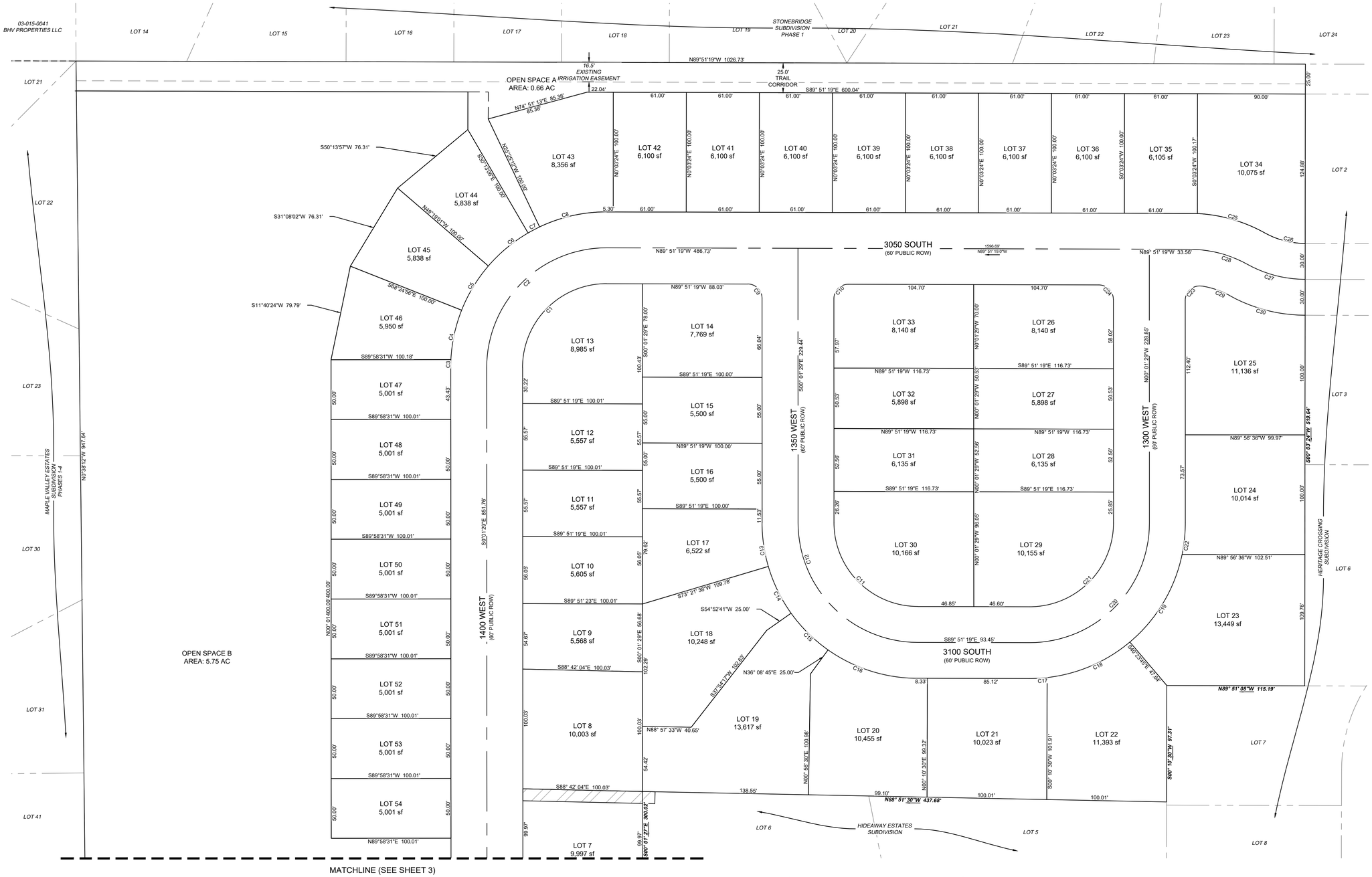
PROJECT #: 22-307
DRAWN BY: R.SCOTT
PROJECT MANAGER: M. TAYLOR
ISSUED: 10/7/2026

PROFESSIONAL ENGINEER
10/7/2026
No. 8243188-2202
MICHAEL E TAYLOR
STATE OF UTAH

PRELIMINARY SURVEY PLAN

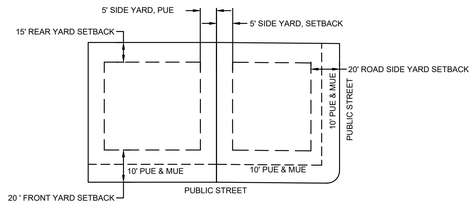
1 OF 6

P:\2022\22-307 Wastach Gibbs Property\Civil\Preliminary Plat\22-307 Preliminary Survey Plan



LEGEND

- SUBDIVISION BOUNDARY (PER LEGAL)
- PROPOSED PROPERTY LINE
- SECTION LINE
- EXISTING PROPERTY LINE
- EXISTING ROW CENTERLINE
- PROPOSED ROW CENTERLINE
- STORM DRAIN EASEMENT



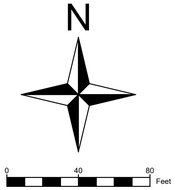
PUE & SETBACK DETAIL
NOT TO SCALE

CURVE TABLE

CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	70.00	90°10'10"	110.16	N45°03'36"E 99.14
C2	100.00	90°10'10"	157.38	S45°03'36"W 141.63
C3	130.00	2°53'50"	6.57	S1°25'26"W 6.57
C4	130.00	18°42'43"	42.46	S12°13'43"W 42.27
C5	130.00	19°05'55"	43.33	S31°08'02"W 43.13
C6	130.00	19°05'55"	43.33	S50°13'57"W 43.13
C7	130.00	4°47'54"	10.89	S62°10'51"W 10.88
C8	130.00	25°33'53"	58.00	S77°21'44"W 57.52
C9	12.00	89°51'29"	18.82	N44°57'13"W 16.95
C10	12.00	90°10'10"	18.88	S45°03'47"W 16.99
C11	70.04	89°49'50"	109.81	N44°56'26"W 98.91
C12	100.00	89°49'50"	156.78	S44°56'24"E 141.21
C13	130.00	16°15'43"	36.90	S8°09'20"E 36.77
C14	130.00	19°15'06"	43.68	S25°54'45"E 43.48
C15	130.00	19°14'40"	43.66	N45°09'38"W 43.46

CURVE TABLE

CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C16	130.00	35°04'21"	79.58	S72°19'08"E 78.34
C17	130.00	6°34'29"	14.92	N86°51'27"E 14.91
C18	130.00	33°37'48"	76.30	N66°45'18"E 75.21
C19	130.00	38°18'16"	86.91	S30°47'16"W 85.30
C20	100.00	90°10'10"	157.38	N45°03'36"E 141.63
C21	69.96	90°10'10"	110.10	S45°01'34"W 99.08
C22	135.80	11°13'32"	26.61	S5°45'34"W 26.56
C23	12.00	98°30'38"	20.63	N49°18'00"E 18.18
C24	12.03	89°54'43"	18.88	N45°03'16"W 17.00
C25	130.00	25°59'17"	58.96	S73°57'48"E 58.46
C26	70.00	28°53'01"	35.29	S75°24'37"E 34.92
C27	100.00	28°53'01"	50.41	N75°24'37"W 49.88
C28	100.00	28°53'12"	50.42	N75°24'43"W 49.88
C29	70.00	20°25'00"	24.94	S71°09'20"E 24.81
C30	130.00	28°55'38"	65.63	S75°25'56"E 64.94



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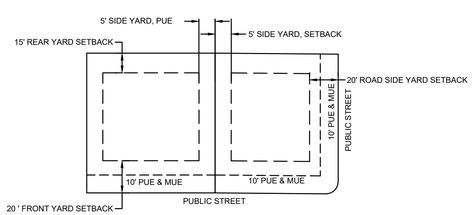
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NORTH SURVEY PLAN



LEGEND

- SUBDIVISION BOUNDARY (PER LEGAL)
- PROPOSED PROPERTY LINE
- SECTION LINE
- EXISTING PROPERTY LINE
- EXISTING ROW CENTERLINE
- PROPOSED ROW CENTERLINE
- STORM DRAIN EASEMENT



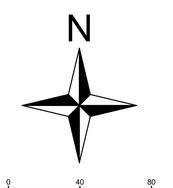
PUE & SETBACK DETAIL
NOT TO SCALE

CURVE TABLE

CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	70.00	90°10'10"	110.16	N45°03'36"E 99.14
C2	100.00	90°10'10"	157.38	S45°03'36"E 141.63
C3	130.00	2°53'50"	6.57	S1°25'26"W 6.57
C4	130.00	18°42'43"	42.46	S12°13'43"W 42.27
C5	130.00	19°05'55"	43.33	S31°08'02"W 43.13
C6	130.00	19°05'55"	43.33	S50°13'57"W 43.13
C7	130.00	4°47'54"	10.89	S62°10'51"W 10.88
C8	130.00	25°33'53"	58.00	S77°21'44"W 57.52
C9	12.00	89°51'29"	18.82	N44°57'13"W 16.95
C10	12.00	90°10'10"	18.88	S45°02'47"W 16.99
C11	70.04	89°49'50"	109.81	N44°58'26"W 98.91
C12	100.00	89°49'50"	156.78	S44°56'24"E 141.21
C13	130.00	16°15'43"	36.90	S8°09'20"E 36.77
C14	130.00	19°15'06"	43.68	S25°54'45"E 43.48
C15	130.00	19°14'40"	43.66	N45°09'38"W 43.46

CURVE TABLE

CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C16	130.00	35°04'21"	79.58	S72°19'08"E 78.34
C17	130.00	8°34'09"	14.92	N86°51'27"E 14.91
C18	130.00	33°37'48"	76.30	N66°45'18"E 75.21
C19	130.00	38°18'16"	86.91	S30°47'16"W 85.30
C20	100.00	90°10'10"	157.38	N45°03'36"E 141.63
C21	69.96	90°10'10"	110.10	S45°01'34"W 99.08
C22	135.80	11°13'32"	26.61	S5°45'34"W 26.56
C23	12.00	98°30'38"	20.63	N49°18'00"E 18.18
C24	12.03	89°54'43"	18.88	N45°03'16"W 17.00
C25	130.00	25°59'17"	58.96	S73°57'45"E 58.46
C26	70.00	28°53'01"	35.29	S75°24'37"E 34.92
C27	100.00	28°53'01"	50.41	N75°24'37"W 49.88
C28	100.00	28°53'12"	50.42	N75°24'43"W 49.88
C29	70.00	20°25'00"	24.94	S71°09'20"E 24.81
C30	130.00	28°55'38"	65.63	S75°25'56"E 64.94



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THE FIELDS AT NIBLEY
3200 SOUTH & 1350 WEST
NIBLEY, UT, 84321

MARK:	DATE:	DESCRIPTION:

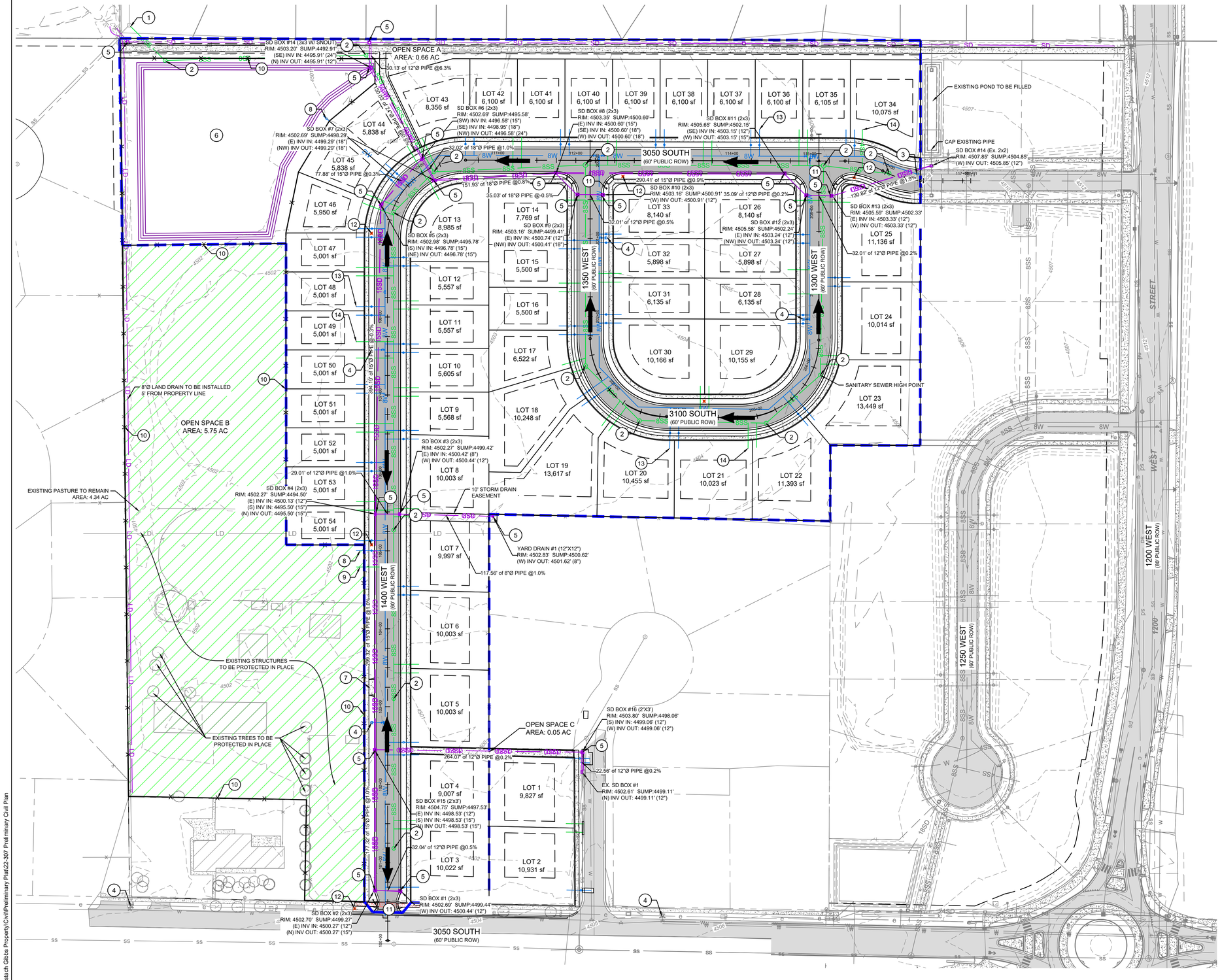
PROJECT #: 22-307
DRAWN BY: R.SCOTT
PROJECT MANAGER: M. TAYLOR
ISSUED: 10/7/2026

PROFESSIONAL ENGINEER
10/7/2026
No. 8243188-2202
MICHAEL E. TAYLOR
STATE OF UTAH

SOUTH SURVEY PLAN

3 OF 6

P:\2022\22-307 Wastach Glebs Property\Civil\Preliminary Plat\22-307 Preliminary Survey Plan



GENERAL NOTES:

1. ALL LOTS TO BE SERVICED WITH A 4"Ø SANITARY SEWER SERVICE & 1" Ø CULINARY WATER SERVICE
2. THE EXISTING IRRIGATION DITCH OWNED BY COLLEGE IRRIGATION COMPANY LOCATED IN THE 25' TRAIL CORRIDOR SHALL BE PROTECTED IN PLACE.
3. NO SEWER MANHOLE WILL BE SHORTER THAN 4' FROM RIM TO INVERT IN THE PROPOSED CONDITION.
4. SEE SHEET 5 FOR ROW CROSS-SECTIONS
5. DRIVEWAY ACCESS FROM 3200 SOUTH IS NOT PERMITTED (APPLICABLE TO LOTS 2, 3 & OPEN SPACE B)
6. EXISTING SERVICES SHARED BETWEEN PARCEL B AND EXISTING ADJACENT HOME TO BE SEPARATED.
7. IN COORDINATION WITH POWER COMPANY, ELECTRICAL SERVICES FOR LANDSCAPE SPRINKLER CONTROLS WILL NEED TO BE PROVIDED SEPARATELY TO BOTH PARCELS A & B.
8. STORMWATER POND TO BE OWNED AND MAINTAIN BY HOA
9. ALL DEVELOPABLE LOTS TO BE FILLED WITHIN 1' OF TOP BACK OF ADJACENT CURB OR CENTERLINE OF ROADWAY (WHICHEVER IS HIGHER)

① CIVIL PLAN KEY NOTES:

1. POINT OF CONNECTION TO EXISTING SEWER SYSTEM
2. SANITARY SEWER MANHOLE
3. CONNECTION TO EXISTING CULINARY WATER MAIN
4. FIRE HYDRANT ASSEMBLY
5. STORMWATER STRUCTURE
6. STORMWATER POND
7. CONCRETE DRIVEWAY APPROACH
8. 2"Ø CULINARY WATER SERVICE
9. 6"Ø SANITARY SEWER SERVICE
10. 3-RAIL FENCE ENCOMPASSING PARCEL B
11. STOP & STREET SIGN
12. STREET LIGHT
13. 1"Ø CULINARY WATER SERVICE
14. 4"Ø SANITARY SEWER SERVICE

STORMWATER NARRATIVE:

THIS SITE SHALL BE DESIGNED TO DETAIN THE CACHE VALLEY 100-YR 24-HR STORM OF 3.02 IN. DUE TO HIGH GROUND WATER CONDITIONS, IT IS RECOMMENDED THAT THIS SITE SHALL NOT RETAIN STORMWATER ON SITE. ALL STORM DRAIN INFRASTRUCTURE IS TO BE SIZED TO CONVEY THE 10-YR 24-HR STORM. SEE SHEET 6 FOR STORMWATER CALCULATIONS.

THE SITE IS TO BE GRADED TO CONVEY STORMWATER RUNOFF TO AN ABOVE GROUND STORMWATER POND LOCATED IN THE NORTHWEST CORNER OF THE SITE. THE BOTTOM OF THE POND IS TO BE SET AT OR ABOVE EXISTING GRADE. DUE TO HIGH GROUND WATER CONDITIONS, NO CUT SHALL BE PERMITTED FOR STORMWATER STORAGE. STORMWATER WILL BE RELEASED AT THE PRE-DEVELOPMENT RUNOFF RATE OF 1.71 CFS (0.20 CFS/AC * 3.85 CFS) AS DETERMINED BY THE SCS TR55 METHOD. THIS SITE WILL ULTIMATELY DISCHARGE INTO A MASTER PLANNED STORM DRAIN MAIN LINE IS CURRENTLY BEING INSTALLED BY NIBLEY CITY.

REQUIRED DETENTION STORAGE: 42,492 CF
ANTICIPATED PROVIDED DETENTION STORAGE: 43,452 CF

ANTICIPATED BOTTOM OF POND: 4501.20'
ANTICIPATED TOP OF STORAGE: 4502.20'
ANTICIPATED FREEBOARD: 4503.20'

LEGEND

- PROPERTY BOUNDARY (PER LEGAL)
- PROPOSED PROPERTY LINE
- SETBACK LINE
- EXISTING PROPERTY LINE
- EXISTING ROW CENTERLINE
- PROPOSED ROW CENTERLINE
- EXISTING ASPHALT
- PROPOSED ASPHALT
- SANITARY SEWER LINE (SS)
- EXISTING FENCE
- STORM DRAIN LINE (SD)
- CULINARY WATER LINE (W)
- WATER VALVE
- FIRE HYDRANT
- WATER METER
- STORM WATER CATCH BASIN
- SEWER MANHOLE (S)
- ANTICIPATED SLOPE OF FG (SEE SHEET 5)
- WATERSHED BOUNDARY
- STORM DRAIN EASEMENT
- PASTURE TO REMAIN

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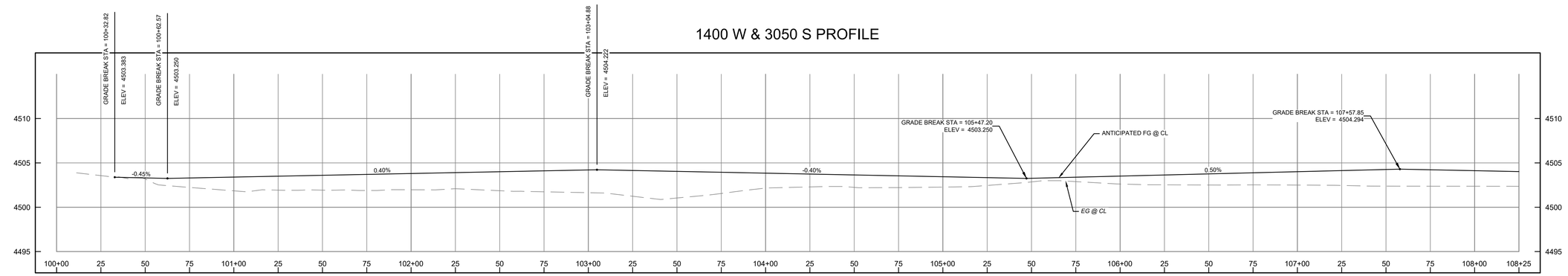
PROFESSIONAL ENGINEER
10/7/2026
No. 8243188-2202
MICHAEL E. TAYLOR
STATE OF UTAH

PRELIMINARY CIVIL PLAN

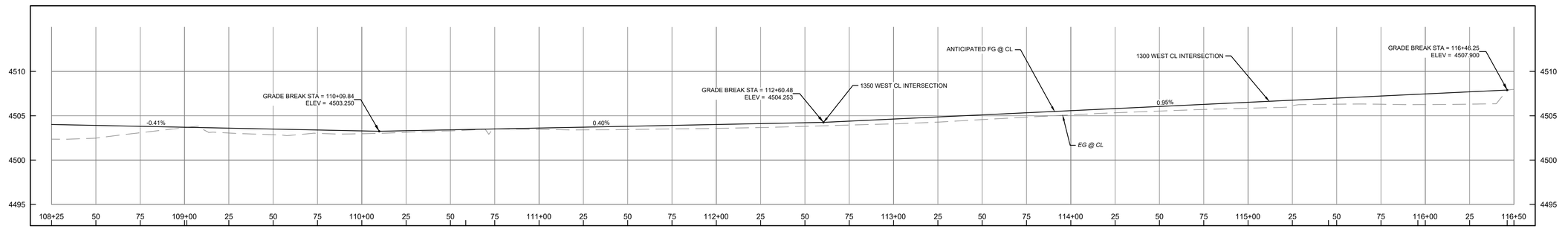
4 OF 6

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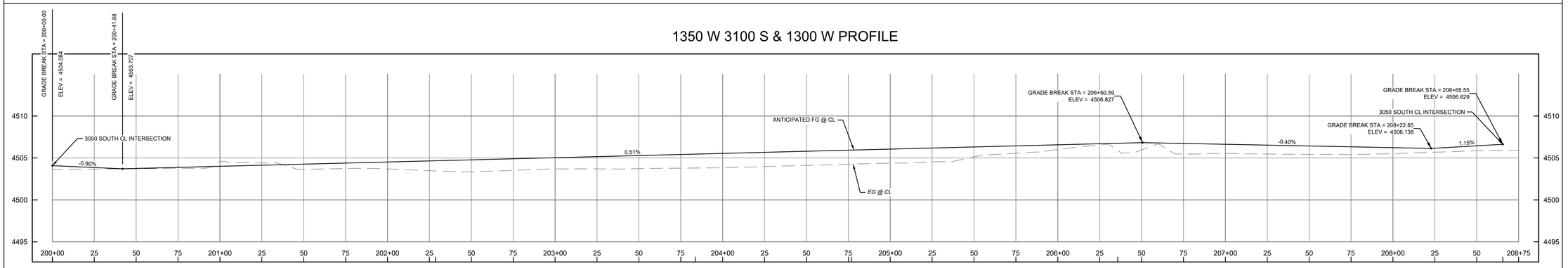
1400 W & 3050 S PROFILE

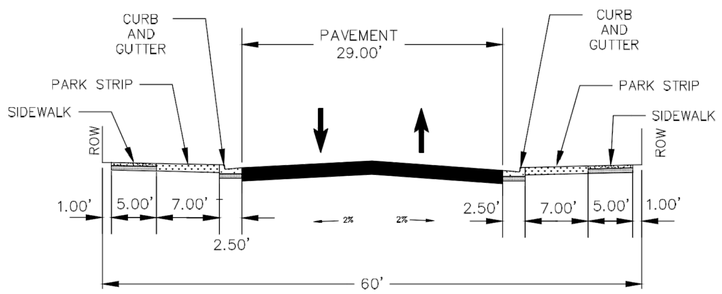


1400 W & 3050 S PROFILE



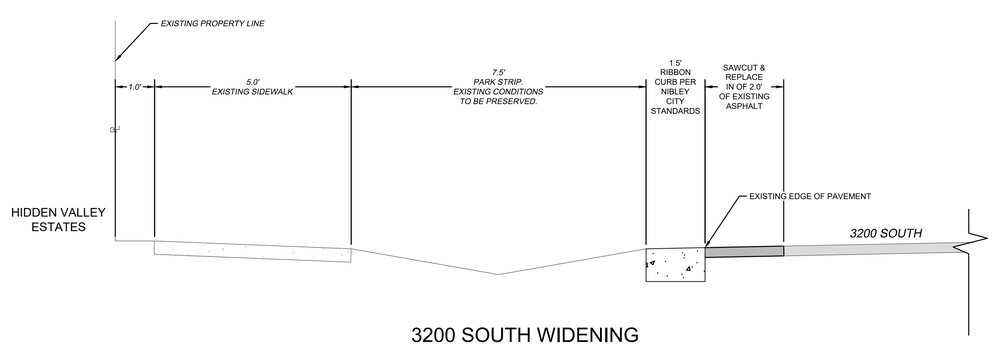
1350 W 3100 S & 1300 W PROFILE





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

N.T.S.



3200 SOUTH WIDENING

N.T.S.

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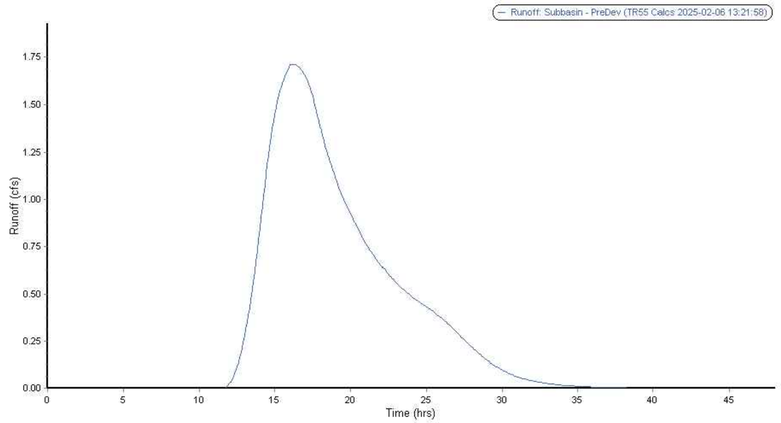
CL PROFILES & ROW CROSS-SECTIONS

5 OF 6

P:\2022\22-307 Wastach Gibbs Property\Civil\Preliminary Plat\22-307 Preliminary Civil Plan

PRE-DEVELOPMENT HYDROGRAPH

SCS TR-55 METHOD



Runoff Summary Table

Time period	
From:	08/27/2024, 12:00:00 AM
To:	08/29/2024, 12:00:00 AM
Thresholds	
Exceedance:	0
Deficit:	0
Detention storage	
Max flow:	0

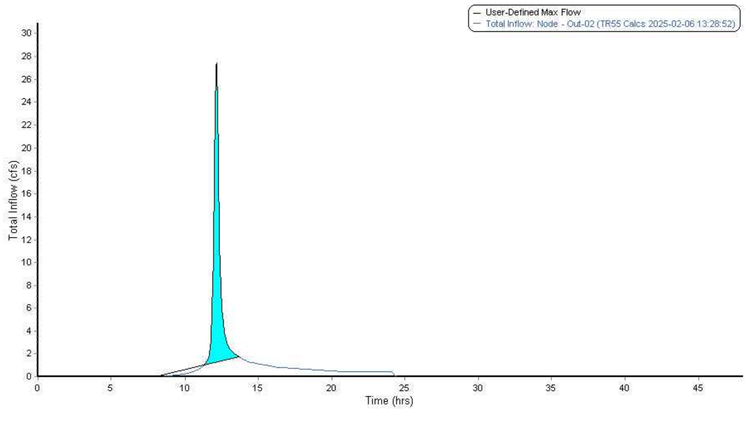
Element ID	PreDev
Maximum Runoff (cfs)	1.71
Minimum Runoff (cfs)	0.00
Event Mean Runoff (cfs)	0.28
Duration of Exceedances (hrs)	N/A
Duration of Deficits (hrs)	N/A
Number of Exceedances	N/A
Number of Deficits	N/A
Volume of Exceedance (ft³)	N/A
Volume of Deficit (ft³)	N/A
Total Runoff (ft³)	48831.63
Detention Storage (ft³)	N/A

0.20 CFS/AC = 19.23 AC * 0.20 = 3.85 CFS

1.71 CFS < 3.85 CFS, **THEREFOR, USE 1.71 CFS**

POST-DEVELOPMENT HYDROGRAPH

SCS TR-55 METHOD



Total Inflow Summary Table

Time period	
From:	08/27/2024, 12:00:00 AM
To:	08/29/2024, 12:00:00 AM
Thresholds	
Exceedance:	0
Deficit:	0
Detention storage	
Max flow:	1.71

Element ID	Out-02
Maximum Total Inflow (cfs)	27.43
Minimum Total Inflow (cfs)	0.00
Event Mean Total Inflow (cfs)	0.49
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)	83781.59
Detention Storage (ft³)	42491.63

REQUIRED DETENTION STORAGE VOLUME

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MICHAEL E. TAYLOR
STATE OF UTAH

STORMWATER CALCULATIONS

6 OF 6

WHEN RECORDED, RETURN TO:
Nibley City

Attn. Cheryl Bodily, City Recorder

455 W 3200 S

Nibley, UT 84321

NIBLEY CITY
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**"), entered into this ___ day of_____, _____ ("**Effective Date**"), between HIDDEN VALLEY ESTATES PROJECT, LLC, a Utah limited liability company ("**Developer**"), and NIBLEY CITY, a political subdivision of the State of Utah ("**City**"), and

WHEREAS, Developer desires to develop certain property consisting of approximately 15.92 acres located in the City, as more particularly described on Exhibit A attached hereto ("**Property**"); and

WHEREAS, the parties desire to enter into this Agreement to provide for the development of the Property ("**Project**") consistent with the City's General Plan and generally in accordance with the development plans attached as Exhibit B hereto ("**Development Plans**"); and

WHEREAS, the parties desire that the Project be constructed in accordance with the Development Plans and this Agreement; and

WHEREAS, City finds that entering into this Agreement with Developer (i) is in the vital and best interest of the City and the health, safety, and welfare of its residents; (ii) meets the spirit and intent of the Nibley City Code ("**Code**"); (iii) will allow integrated planning and design of the Project; (iv) meets applicable use limitations and other requirements of the Code, as may be further provided for in this Agreement; and (v) promotes the efficient and orderly growth of the City; and

WHEREAS, City finds that the Development Plans are (a) consistent with the goals, objectives, and policies of the General Plan, with particular emphasis on community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian design, and environmental protection, (b) does not exceed the number of equivalent residential units and square footage of nonresidential uses of Nibley City Code and as otherwise agreed to in this Agreement, (c) contains sufficient standards to guide the creation of innovative design that responds to unique conditions, (d) is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties, and (e) includes adequate provisions for utilities, services.

NOW THEREFORE, each of the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree and as follows:

1. Subdivision Ordinance. Developer hereby acknowledges receipt of a copy of the Code, including the Nibley City Subdivision Ordinance ("**Subdivision Ordinance**"). Developer hereby acknowledges that Developer (or an agent of Developer) has read the Subdivision Ordinance and that Developer understands the provisions of the Subdivision Ordinance and that, except as otherwise provided in this Agreement, Developer will fully and completely comply with the provisions and requirements therein contained. Subject to this Agreement, Developer shall comply with all the laws of the City, State of Utah and the United States that are in effect as of the Effective Date, including the laws, ordinances, policies, standards, guidelines, directives, procedures, and processing fee schedules of the City as of the Effective Date ("**Applicable Law(s)**") for each aspect of this Project, including payment of fees and compliance with design and construction standards. To the extent that the terms, conditions, and requirements of this Agreement and the Development Plans expressly modify or are in direct conflict with the Code or another City-adopted ordinance, standard, or land use regulation applicable to the Project, this Agreement shall control and take precedence.

2. Vested Rights Granted. To the fullest extent permissible under Applicable Law, this Agreement grants and vests in Developer all rights, consistent with the Code, to develop the Project according to the Development Plans and under Applicable Law, which rights shall continue for the duration of this Agreement (collectively, the "**Vested Rights**"). It is expressly understood by the City that Developer may assign all or portions of its rights under this Agreement and provided such assignment conforms with the requirements of, and assignees agree to be bound by the terms of, this Agreement.

3. Zoning and Density. In compliance with the requirements of applicable provisions of the Code, Applicable Law, and following a public hearing with the City Planning Commission on _____, and a public hearing with the City Council on _____, the City, pursuant to its legislative authority, approved the R-2 zoning of the Project, the City agrees development of the Project may proceed as provided in this Agreement and acknowledges the Development Plans are consistent with the City's Code and General Plan. The maximum number of residential units shall not exceed 54 units ~~units~~ within the Project and shall be located approximately in the same location as shown in the Development Plans. Unless otherwise provided for in this Agreement, Developer acknowledges that development of the Project is subject to all normally-applicable City processes in the Code.

Open Space Land. As used, herein the term "**Open Space Land**" shall include those areas designated as Open Space Land on the Development Plans. Location of the Open Space Land shall be approximately in the same location as shown in the Development Plans. The Open Space Land is intended to help preserve the rural feel of the City and provide scenic views to its residents.

a. Permitted uses of the Open Space Land include:

i. Street rights-of-way may traverse Open Space Land if permitted under City ordinances; provided, areas encumbered by such facilities and/or rights-of-way shall not be counted as Open Space Land when computing the Open Space Ratio in the Lot Standards Chart.

ii. Utility rights-of-way or easements, including above ground and underground utilities may traverse Open Space Land if permitted by City ordinance; areas encumbered by such facilities and/or rights-of-way may be counted as Open Space Land when computing the Open Space Ratio in the Lot Standards Chart so long as the rights-of-way and easements otherwise meet the requirements of this ordinance for Open Space Land.

iii. Agricultural and horticultural uses, including raising crops wholesale nurseries and associated buildings that are specifically needed to support active, viable horticultural operations. Wholesale nurseries must obtain an operating permit and business license from the City and must comply with all fencing and maintenance requirements of this ordinance.

iv. Conservation of open land in its natural state, e.g., meadows, tree stands, wetlands, forestland.

v. Waterways along with dedicated public access rights-of-way or easements along one or both sides.

vi. Underground utility easements for drainage, access, sewer or water lines, electric lines or other public purposes.

vii. Active noncommercial recreation areas, such as trails, playing fields, playgrounds, courts, and multipurpose trails. These parcels shall be maintained by the City, the Conservancy, or an owners' association and shall be open to the public if maintained by the City or the Conservancy, or to residents within the Open Space Subdivision if maintained by a functional owners association.

viii. Agricultural uses excluding livestock operations involving swine, poultry, and mink. Open Space Land of less than one-half (0.5) acre may be used as landscaped buffers for roadways, landscaped entrances to subdivisions, neighborhood "pocket parks" or similar amenities that meet standards and uses listed herein.

ix. Fencing that is rural in character. All fencing must be transparent, such as rail fences, post fences, or wire fences and architecturally

appropriate to the use as determined by the City Planner. Chain link fences are not permitted on Open Space Land. All applicants must receive a fence permit from the City before construction of any proposed fence.

x. Golf courses, not including commercial miniature golf. A development plan must be turned in as part of the approval process that outlines ownership, development, and building plans.

xi. Neighborhood Open Space Land uses such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses. Neighborhood Open Space Land must be owned and maintained by the City, the Conservancy, or an owners' association.

xii. Pasture for sheep, goats, cows, horses or other animals approved by the Code. Pasture and animal density must conform with the Code and be enclosed with appropriate fencing.

xiii. Silviculture, in keeping with established standards for selective harvesting and sustained yield forestry.

b. Water supply and sewage disposal systems, and stormwater detention areas designed, landscaped, and available for use as an integral part of the Open Space Land Except where otherwise permitted in this Section, the following uses of the Open Space Land are prohibited:

i. Motor vehicles are prohibited except as necessary to maintain and operate the property and/or utility facilities within the property. Recreational motorized off-road vehicle usage including but not limited to motorcycles, dirt bikes, go-carts, OHVs, dune buggies, side-by-sides and their derivatives, and snowmobiles are prohibited.

ii. Firearm ranges, and other uses similar in character and potential impact are prohibited.

iii. Advertising of any kind and any billboards or signs; provided, directory and information signs may be displayed describing the easement and prohibited or authorized uses of the same.

iv. Any cutting of trees or vegetation, except as reasonably necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses or other uses allowed within this Section.

v. Any development, construction or location of any manmade modification or improvements such as buildings, structures, roads, parking lots, or other improvements, except as may be necessary to support a permitted use.

vi. Any dumping or storing of ashes, trash, garbage, vehicles, trailers, recreational vehicles or other equipment except for equipment needed to maintain the land.

vii. Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the property.

viii. Any residential, commercial or industrial activity except as specifically permitted in this ordinance.

ix. Burning of any materials, except as necessary for agricultural, drainage and fire protection purposes.

x. Changing the topography of the property by placing on it any soil, dredging spoils, landfill, or other materials, except as necessary to conduct specifically permitted purposes.

xi. Hunting or trapping for any purpose other than predatory or problem animal control.

xii. The change, disturbance, alteration, or impairment of significant natural ecological features and values of the property or destruction of other significant conservation interests on the property.

xiii. The division, subdivision or de facto subdivision of the property.

xiv. The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles.

c. The Developer shall convey the 6.41 acres of Open Space Land shown on the attached Preliminary Plat, free and clear, in conjunction with the Final Plat, to a qualified nonprofit land conservancy or land trust selected by Developer (the "**Conservancy**"), including a 501(c)(3) organization whose purposes include land conservation. The conveyance shall be subject to a recorded conservation easement or restrictive covenant preserving the property as Open Space Land consistent with this Section 3. Separately, the trail right-of-way shall be shown on the Final Plat as a public trail easement granted to the City or the public, preserving public trail access.

d. The Developer shall construct a 3-rail fence that is between five (5) feet and six (6) feet tall around the perimeter of the Open Space Land and dividing the proposed stormwater

basin, as shown on the approved Preliminary Plat. The fence shall be constructed prior to the approval of the first building permit in the Subdivision.

The Developer shall convey water shares specifically for use on the Open Space Land to the Conservancy (or to such other person or entity as otherwise required by NCC 21.12.020(B)), in accordance with NCC 21.12.020(B) as it is written on the Effective Date.

e. Trail Maintenance. Maintenance, repair, snow removal, and upkeep of trails within the Project (excluding the City-reimbursed 8-foot paved trail connecting to 1200 West under Section 4(c), unless that trail is located within the Project) shall be the responsibility of the owner(s) of the lot(s) adjacent to the applicable trail segment. Where a trail lies between two lots, each adjacent lot owner shall be responsible to the centerline of the trail. This obligation shall run with the land, shall be disclosed on the Final Plat and in the HOA's CC&Rs, and may be enforced by the HOA. If an owner fails to maintain an applicable trail segment after notice, the HOA may perform the required maintenance and assess the costs against that owner or lot. The City and the Conservancy shall have no maintenance obligation for such trail segments, except as otherwise expressly agreed.

4. Public Improvements.

a. Developer shall construct each sewer manhole collar and each water valve collar in appropriate locations according to the approved construction drawings.

b. Developer must either pay the City a "street tree fee" for the purchasing and installing of trees within the Project or purchase and install the street trees as improvements to the Project. The number of trees total [_____] and the type of tree is referenced in the Landscape plan approved by City Administrative Land Use Authority. The City fee for all ____ trees is $_____ or $____ per tree as calculated in the Street Tree Cost letter in Exhibit C. If the Developer elects to purchase and plant the street trees, Developer will have up to two (2) years after the completion of the Project 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 two (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 the Code, this Agreement, and the terms of any specific agreement, instrument, or document governing the financial assurances.

c. The Developer shall pipe the irrigation canal which is located directly east of the project site, between the project boundary and 1200 West, adjacent to the north of Heritage Crossing Subdivision. The Developer shall install a 8' wide paved trail which connects the 1200

West sidewalk to the project. The City shall reimburse the Developer for the cost of piping the canal and constructing the trail.

d. Developer shall supply the City with water rights or shares for the Project. The amount of shares shall be calculated using Utah Administrative Code Rule R309-510 for indoor and outdoor culinary and irrigation use and reviewed and approved by the City Engineer.

e. Developer shall be responsible for the maintenance, repair, and upkeep of all public improvements until such improvements are completed and are inspected by the City. The City shall not be liable for any damage or deterioration of such improvements prior to completion and inspection.

f. 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 Project).

5. Runoff Management. Developer and City agree that, due to the unique topography of the Property and the surrounding parcels, a Runoff Management Plan ("RMP") to provide for the management of storm water and other runoff between the Developer and the owners of the neighboring parcels. The City agrees that it shall provide all necessary and appropriate easements and other rights and interests necessary for the RMP. Developer intends to enter into the RMP in connection with the development of the Project, subject to agreement among the owners of the neighboring parcels and Developer. By way of illustration and not limitation, the RMP shall specific shared obligations regarding the following:

a. [INSERT PLAN SPECIFICS]

6. In an effort to mitigate the flood risk that the Development might create for certain homes, the Developer shall cover areas identified as a flood concern with fill provided by Nibley City. ~~Nibley City shall be responsible for providing 6500 cubic yards of non-structural fill material. Fill shall be placed by the Developer in the areas shown on Exhibit A.~~ The Developer agrees to repair or replace any of the homeowner's existing landscaping, fencing, sprinkling system, or other outbuildings that are impacted from the fill.

7. Homeowners Association. The Developer shall establish a Project homeowner association (HOA) which shall be responsible for the upkeep and maintenance of all common areas within the project. The HOA's CC&Rs shall include the adjacent-owner trail maintenance obligation set forth in Section 3(e).

8. Development Fees. Developer shall pay all development fees in accordance with the Code prior to final approval to begin construction activity and/or recordation of final plat.

9. Notice to Proceed. Developer shall not engage in any construction or disturbance of soil in the Project 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.

10. Issuance of Permits. Provided Developer is in compliance with this Agreement, City shall issue building permits and/or occupancy permits for the Project for up to a total of [seventy (70)] units.

11. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. Developer may develop the Project in accordance with the Vested Rights. The parties intend that the Vested 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. Except where otherwise provided herein, Developer shall construct improvements in accordance all Code, City ordinances, and standards as of the Effective Date.

c. Applicable Development Regulations. Neither the City nor any department or agency of the City shall impose upon the Project (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 Project specifically or as part of a general law:

i. Changes the allowed uses of the Project;

ii. Limits or controls the speed, order, or timing of the approval or construction of any part of the Project, unless allowed by this Agreement or current law; or

iii. Applies a new rule to the Project that is not applied uniformly to similar projects or properties across the City.

d. 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 Project.

12. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Developer to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement

shall not be assigned, but the City is authorized to enter into a contract with a third party or create a local district to perform obligations of the City to operate and maintain any infrastructure improvement so long as such party or entity adequately and reasonably maintains and operates such facility or improvement.

13. Successors and Assigns. This Agreement shall be binding upon Developer and its successors and assigns, and where the term "Developer" is used in this Agreement, it shall mean and include the successors and assigns of Developer.

14. 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 within 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. In case such action is not taken or diligently pursued, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure such default or breach, including, but not limited to, proceedings to compel specific performance by party in default or breach of its obligations, but not including termination unless by mutual agreement of both Parties. 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.

a. In the event of a default by Developer's assignee, Developer may elect, in its discretion, to cure the default of such assignee, provided, Developer's cure period shall be extended by ninety (90) days.

b. Either party may extend, in writing, the time for the other party's performance of any term, covenant, or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the parties; provided, however, that any such extension or permissive curing of any particular default shall not eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant, or condition of this Agreement nor any other default or breach of this Agreement..

15. 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.

16. 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.

17. 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:	Hidden Valley Estates Project, LLC 201 S. Main Street, Suite 800 Salt Lake City, UT 84111 Attn: Steven P. Mehr
with a copy to:	Ballard Spahr LLP 201 S. Main Street, Suite 800 Salt Lake City, UT 84111 Attn: Steven P. Mehr
To the City:	Nibley City Attn: City Manager 455 W 3200 S Nibley, Utah 84321

18. 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.

19. Estoppel Certificate. If no Event of Default 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.

20. Relationship of the Parties. It is specifically understood and agreed to by the parties hereto that (i) this Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the City and the Developer; (ii) the Project is a

private development; and (iii) the City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership among the City and Developer.

21. 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.

22. 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.

23. 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.

24. Entire Agreement. This Agreement, and all Exhibits hereto, 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. Each Exhibit attached hereto and referred to in this Agreement is hereby incorporated by this reference as if fully set forth herein.

25. No Third Parties. This Agreement, and all Exhibits hereto, 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.

26. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Property in the Office of the Recorder for Cache County. This Agreement touches and concerns the Property and shall run with the land and be bindung upon all owners of the Property.

27. 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.

28. 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.

29. 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.

30. Confidentiality.

a. Confidential Information. For the purposes of this Agreement, the term "**Confidential Information**" shall include, but not be limited to, any trade and business information, performance information, sales information, financial information, cost estimates, forecasts, contractual and special marketing information, site conditions, testing results, development plans, ideas, technical data and concepts originated by Developer and which Developer properly classifies as "business confidential" in accordance with Utah Code Ann. § 63G-2-309, in order to protect against unrestricted disclosure or competitive use, is identified or labeled as confidential, and which is furnished pursuant to this Agreement.

b. Non-Disclosure. City hereby agrees not to use the Confidential Information for its own use or for any other purpose not expressly permitted by this Agreement. City shall not disclose such Confidential Information to any other third party and shall protect the confidentiality of and take all reasonable steps to prevent disclosure or use of the Confidential Information and to prevent it from falling into the public domain or the possession of unauthorized persons.

c. GRAMA. City agrees to classify and treat as a "Protected Record" under the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et. seq. (the "**GRAMA**"), all Confidential Information under this Agreement, and to otherwise treat qualifying documents as Confidential Information in accordance with GRAMA. Upon delivery of Confidential Information to City, Developer shall provide the specific basis qualifying documents for protection under GRAMA. If City disagrees with Developer's classification of a record, City shall first advise Developer before treating any such record as anything other than Confidential Information under this Agreement or a Protected Record under GRAMA.

[Signature Pages Follow]

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

NIBLEY CITY	**HIDDEN VALLEY ESTATES PROJECT, LLC**
By: Justin Maughan Its: City Manager	By: Its:

STATE OF UTAH)
:ss
County of Cache)

On this ____ day of _____, 20___, personally appeared before me JUSTIN MAUGHAN, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

_____
NOTARY PUBLIC

STATE OF UTAH)
:ss
County of Cache)

On this ____ day of _____, 20___, personally appeared before me _____, _____, the signer of the within instrument, who duly acknowledged to me that he executed the same as _____ for _____.

_____
NOTARY PUBLIC

EXHIBIT A

Legal Description

EXHIBIT B

Development Plans

[attached]

EXHIBIT C

Street Tree Cost

PRELIMINARY MAINTENANCE PLAN

FOR OPEN SPACE LAND:

THE FIELDS AT NIBLEY

Located at approximately

1405 W 3200 S

Nibley, UT 84321

Introduction

This Preliminary Maintenance Plan (this "Plan") outlines a preliminary proposed plan for maintenance of the open space ("Open Space Land") that is proposed as a part of the development known as the Fields at Nibley ("Development"). The Development is or will be governed by a development agreement ("Development Agreement") by and between the owner of the Development and Nibley City. The Development Agreement is drafted to contain further information and specifications for the Open Space Land, as noted below. This Plan is proposed in accordance with Nibley City Code § 21.10.020(L)(2) and § 21.06.040.

Ownership of the Open Space Land

This Plan proposes that the Open Space Land will be owned by The City of Nibley and will be dedicated as Open Space Land under a perpetual conservation easement, in accordance with the requirements of applicable law, including Nibley City Code. The use of the Open Space Land will comply with all applicable law, regulation, and governing documents of the Development, including any conservation easement. Proposed uses of the Open Space Land are outlined in the Development Agreement.

Maintenance of the Open Space Land

This Plan proposes that the maintenance of the Open Space Land will be completed by Nibley City in accordance with the requirements of the governing documents of the

Development, as applicable. The cost of maintaining the Open Space Land is proposed to be

supported by the City of Nibley.

Size & Location of Open Space Land

The Open Space Land consists of approximately 5.81 acres, and is located adjacent and to the west

of the Development. A depiction of the location of the Open Space Land is attached hereto as

Exhibit A.

Concept Plan

The proposed concept plan and landscaping for the Open Space Land is as designated on the

development plans prepared in accordance with the Development Agreement and any Preliminary

Plat approved by Nibley City.

The open space that we are are designating to be on the west side of The Fields addresses complies with many of the standards set forth in NCC 21.10.020(I) of the Municipal Code:

1. Significant Areas and Natural Landscape - The 5.81 acres of Open Space currently has standing trees and meadows exceeding the minimum .5 acres. It will preserve the pasture area that it is currently used for and maintain it's rural feel.

3. Agricultural Land - Much of the 5.81 acres is currently used for agricultural purposes and will continue to be used for similar purposes.

4. Pedestrian Access - Space for Nibley's continuous walking path will be located on the north end of the Open Space.

EXHIBIT A

[ATTACHED]

August 14, 2025

Tom Dickinson
Nibley City Engineer
td@nibleycity.com

RE: The Fields at Nibley Drainage Management Report

Dear Tom,

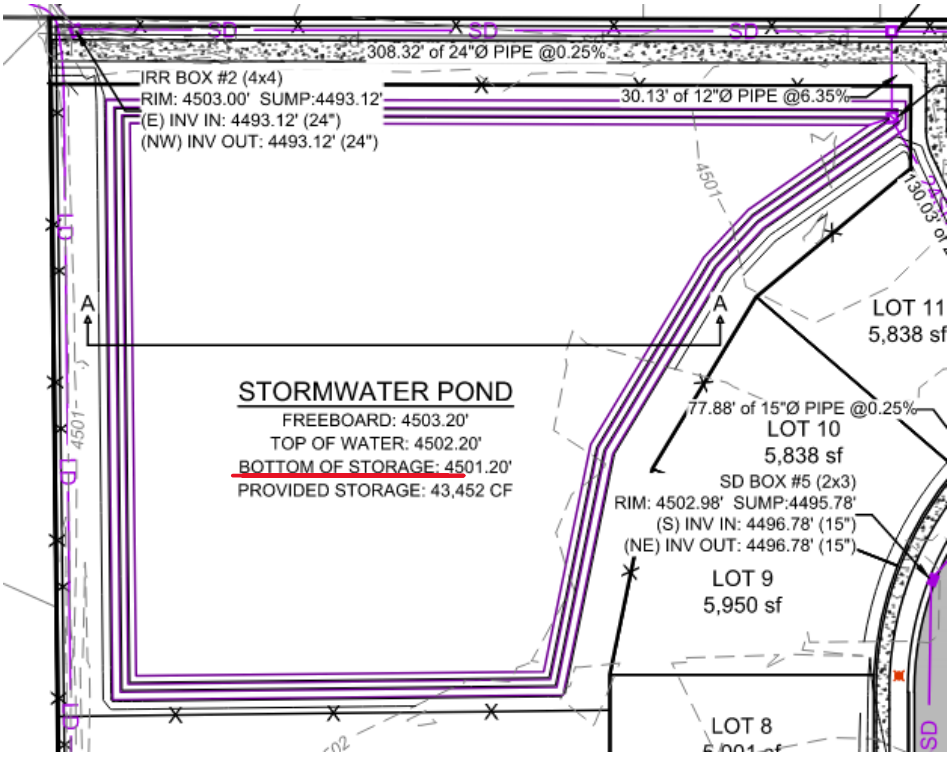
Per your request, I am preparing this "Drainage Management Report" to summarize how the applicant for The Fields at Nibley Subdivision is planning to address various pre-existing drainage issues with the site.

Spring Flooding and High Groundwater

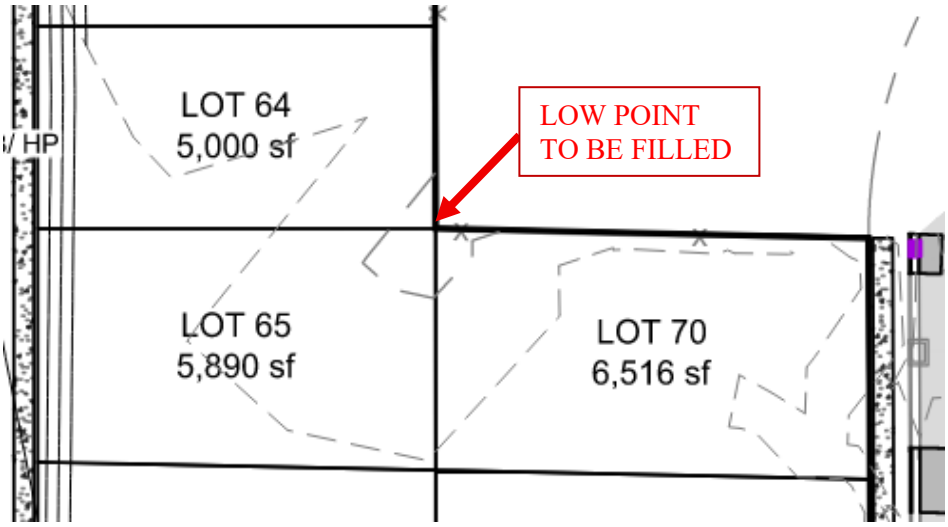
The existing site historically experiences flooding from spring runoff and year-round high groundwater levels. However, this project and the surrounding area lacks an outfall to any sort of ditch, stream or tributary capable of sending runoff downstream. Accordingly, this project is proposing to install a drain line from the northwest corner of the project to the Hyrum Slough, a distance of approximately 0.5-mile, roughly along the alignment shown below.



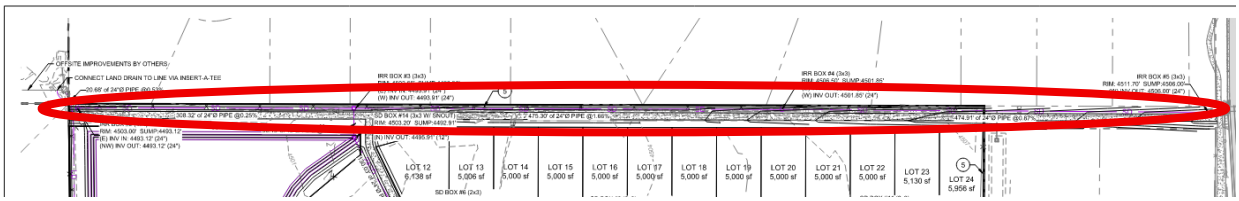
Additionally, basements will be prohibited on the final plat and the proposed stormwater pond will be constructed on natural grade as shown in the exhibit below with no cuts below the surface. Similarly, to avoid flooding, all roadways will be constructed 1-2 feet above existing grade.



Furthermore, there is an existing low point at the northeast corner of lot 65 as shown below which will be filled in during construction with material provided by Nibley City, but to be installed by the contractor.

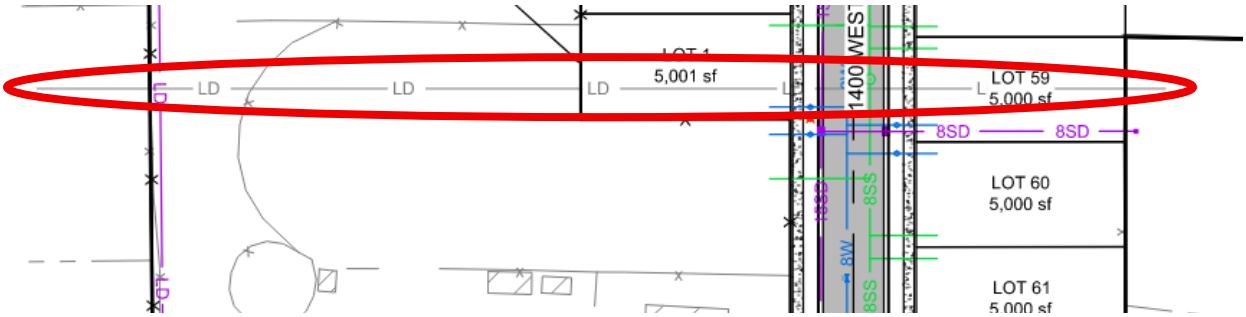


Lastly, the open unlined canal on the north side of the property as shown below contributes to high groundwater conditions via leakage. So, as to mitigate this, the canal will be piped in its entirety from 1200 West to the northwest corner of the project.

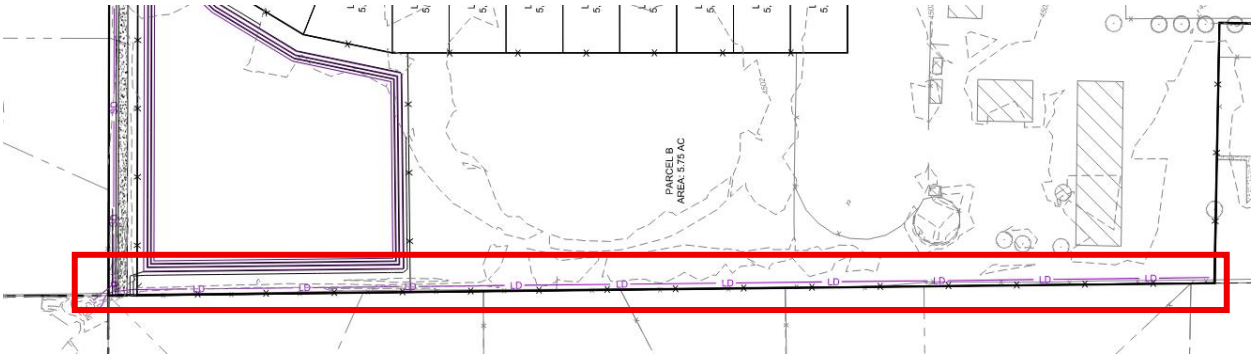


Land Drains

An existing land drain runs east to west in the southwest portion of the project. This land drain (as shown below) is to be located, protected and/or restored at time of construction to maintain east-west conveyance of groundwater.



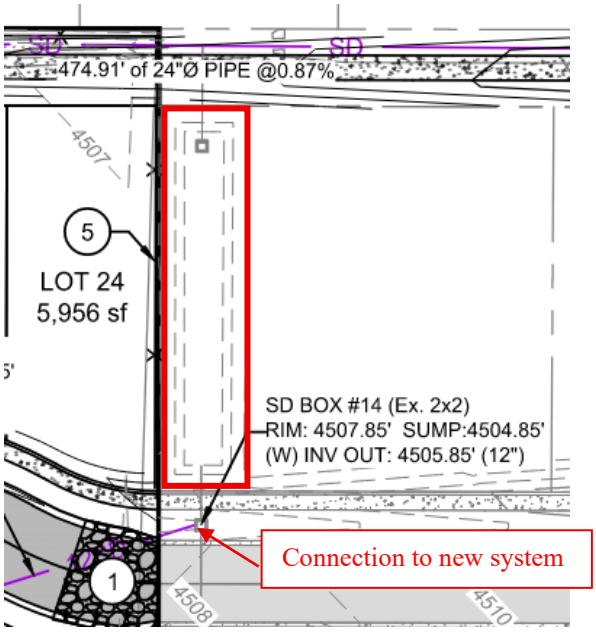
Additionally, a land drain will be installed along the west property line to lower the high groundwater levels that are currently affecting the basements of property owners in the Maple Valley Estates Subdivision as shown in the following graphic:



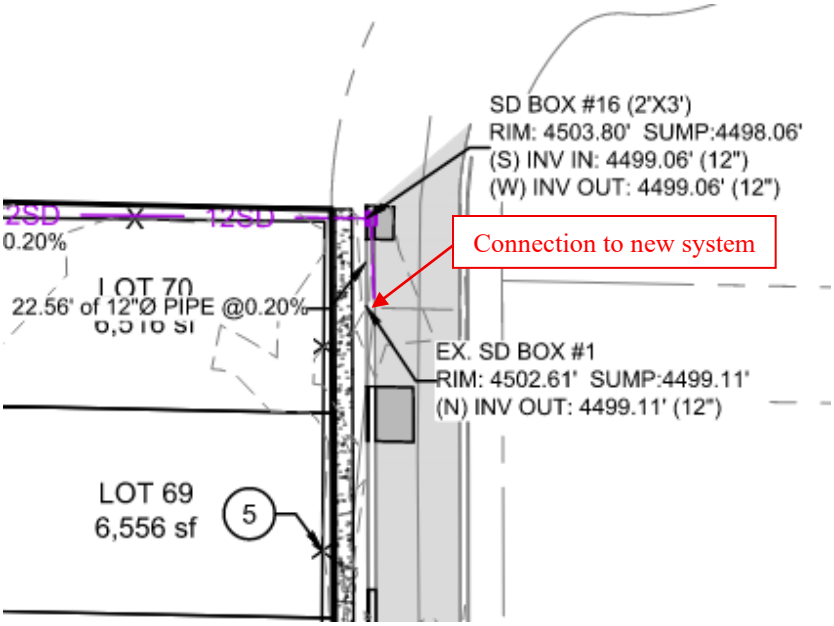
civilsolutionsgroup inc.

Existing Storm Drain Infrastructure

The existing stormwater basin in the Heritage Crossing Subdivision as shown below is not infiltrating and frequently hosts stagnant water. As part of this project, this pond will be eliminated and storm water will be connected to the new system.



The existing pond in the Hideaway Estate Subdivision to the southeast currently has no outlet. The proposed stormwater connection shown below will allow this pond to drain into the new system.



civilsolutionsgroup inc.

This drainage management report has demonstrated the applicant's willingness and forethought in resolving existing stormwater management issues as well as preventing new ones from forming post-construction.

If you have any questions about this report, please feel free to contact me at 435-890-4498 or mtaylor@civilsolutionsgroup.net

Sincerely,



Michael E. Taylor, PE, Office Manager

civilsolutionsgroup inc.

GEOTECHNICAL ENGINEERING INVESTIGATION

Hidden Valley Geotechnical Investigation

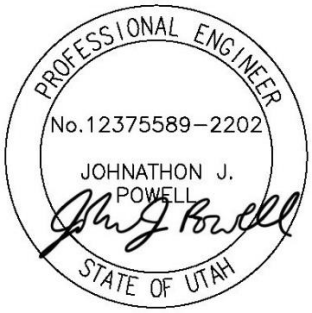
Prepared For:

Wasatch Land Holdings, LLC
Attn: Michael Stoll and Shawn Miller

Prepared By:

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

Original Submittal: April 8, 2024
Job Number: 22-307



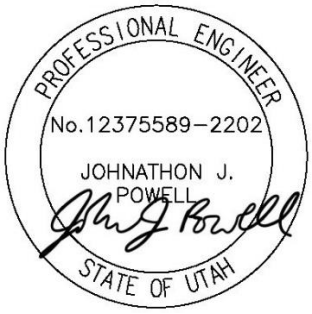
RE: Hidden Valley Geotechnical Investigation

Dear Mr. Stoll and Mr. Miller,

Per your request this geotechnical engineering investigation is submitted for the subject property located approximately at 1350 West 3200 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 February 22, 2024 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 1350 West 3200 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 Bobcat E55 mini excavator and advanced to a maximum depth of 11.5-feet below existing site grade. All field work was contained in the proposed development area and was completed on February 22, 2024.

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

- Onsite Soil – The site is composed mostly of silty clay, sandy silty with clay, and fat clay. Groundwater was encountered at a minimum of 2.5-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 E. The site is located in an area with moderate to low liquefaction potential according to the Utah Geological Survey, and the in-situ soils encountered on site. Sandy soils were not encountered during the field investigation.
- Pavement - Minimum pavement sections are as follows:

Section	Recommended Pavement Sections (Inches)			
	Asphalt Concrete	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. Stoll and Mr. Miller and was asked to conduct a geotechnical engineering investigation on the subject property located at 1350 West 3200 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 Hidden Valley development is anticipated to be 1-2 stories in height and of wood frame construction.

Objectives and Scope

The objectives and scope of our study were defined between Mr. Stoll and Mr. Miller and Mr. John Powell 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. Stoll and Mr. Miller of Wasatch Land Holdings, LLC. The executed contract was dated February 13, 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 roadways and utilities. It is anticipated that the homes will be 1-2 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 15-37.5 kips and 1-3 kips per lineal foot respectively.

Existing Site Conditions

General

The site lies approximately at 1350 West 3200 South in Nibley, UT. The existing property contains sheds, barns, corrals, and a horse track. The properties to the west and north are residential, with large residential lots with fields on the east and south. 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 sites on grade with surrounding properties. On-site there were no springs, streams, canals or standing water observed at the time of the site visit. However, the northwestern portion of the site was very wet and has had a history of being wet, especially in the winter and spring months.

Site Soils

The soil conditions encountered in each of the eight test pits, to the depths explored, were relatively similar. In test pit number 6 (TP-6), there was approximately 1.5-feet of topsoil with roots extending from vegetation. From approximately 1.5-feet beneath existing grade to the full depth explored, 10-feet, low plasticity clay with silt was encountered. The remaining test pits throughout the site had similar characteristics as TP-6 but with varying amounts of sand. Groundwater was encountered at 2.5-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 11.5-feet below existing grade. The test pits were excavated using a Bobcat E55 mini 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 February 22, 2024. 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 both disturbed and relatively undisturbed samples of typical soils that were found in the test pits. The disturbed samples were taken using bagged grab samples.

The CSG geotechnical team collected relatively undisturbed samples of the fine-grained materials using thin-walled Shelby Tube sampler with an outside diameter of 3-inches. The sampler was pressed into the in-situ soil using the excavator. To compensate for any disturbance caused during sample collection, the sample was trimmed in the lab.

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 moisture and density, partial gradation (sieve) analysis, Atterberg limits (if applicable), consolidation, and chemical tests. The following describes the tests and summarize 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 Wasatch Land Holdings, LLC that they should be retained.

Moisture and Density

Moisture and density tests were performed on selected relatively undisturbed samples collected from the test pits. Understanding the relationship between moisture and density in the in-situ soil aids in classifying the soils. The results of these tests are presented on the Soil Logs found in the Appendix.

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	8.5-9	68	ML
TP-3	5-6.5	84	CH
TP-5	2-2.5	75	ML
TP-6	3.5-4	99	CL
TP-7	10-11.5	97	CH
TP-8	3-3.5	96	CL

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-1	8.5-9	ML	--	--	NP
TP-3	5-6.5	CH	50	21	29
TP-5	2-2.5	ML	--	--	NP
TP-6	3.5-4	CL	49	22	27
TP-7	10-11.5	CH	57	24	33
TP-8	3-3.5	CL	45	22	23

Consolidation

A consolidation test was performed on a relatively undisturbed sample of the fine-grained soils as sampled in the test pits. A consolidation test allows the design team to understand the potential for the in-situ soil to settle over time and under loading conditions. The results of the consolidation tests are maintained in our office and may be requested as necessary.

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-2	3-3.5	15

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 on-site native soils were finer by nature and cannot be used as structural fill. However, the on-site soils can be used as fill in landscape areas that are not expected to carry a load. 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/Granular Borrow	Required for all fill under foundations, floor slabs, and pavements	3-inch No. 4 Sieve No. 200 Sieve	100 25 - 60 15-max	Liquid Limit 30-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.

Percolation

A percolation test was a part of the scope for this investigation. However, at the time of the site investigation and the weeks following, the northwest portion of the site where the percolation test needs to take place was very wet. This area has a history of being wet, and had surface water ponding from a combination of snow melt and rain. The percolation test will be completed as soon as the site conditions will allow for it to happen.

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 structural fill extending to suitable natural soils. **The bottom of footings should be placed at least 2-feet above the high-water elevation.** 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 24-inches
Recommended width for isolated spread footings	36 to 60-inches
Recommended bearing pressure increase for seismic loading	33%
Coefficient of friction between footing and native soils	0.35

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 relatively shallow, but the foundations should be placed above the groundwater, 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	2.77	319
Active	0.36	42
At-Rest	0.65	65

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 3% was used for the underlying subgrade soils. This resulted in a subgrade resilient modulus (M_{RSG}) of 5,161 pounds per square inch. The design was completed per Nibley City requirements including a 20-year life, minimum level of reliability of 80 for a local road (used 90), at least 5% truck traffic, and minimum pavement section. 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.

Section	Design ESALs*
Local Residential	43,000

*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 Concrete	Untreated Base Course	Granular Borrow	Total
Local Residential	3.0	6.0	8.0	17.0

The rigid pavement section is for non-reinforced Portland cement concrete. Concrete should be designed in accordance with the American Concrete Institute (ACI). The concrete should have a minimum 28-day unconfined compressive strength of 4,000 pounds per square inch and contain 6 percent ± 1 percent air entrainment.

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 3.2 miles west of the Eat Cache fault zone central section.

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 E (S_1 =0.368 g & S_S = 1.092 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 low liquefaction potential by the Utah Geological Survey. Liquefaction requires water, seismic activity, and loose sandy soils. Sandy soils were not encountered in the field investigation and therefore are not likely to present a risk during a seismic event. However, a deep boring and full liquefaction analysis was not performed for the site.

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:

Table 9 - Groundwater Depth

Test Pit Number	Time of Excavating (feet)
TP-1	3.5
TP-2	3.0
TP-3	3.0
TP-4	3.0
TP-5	2.5
TP-6	4.5
TP-7	3.0

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

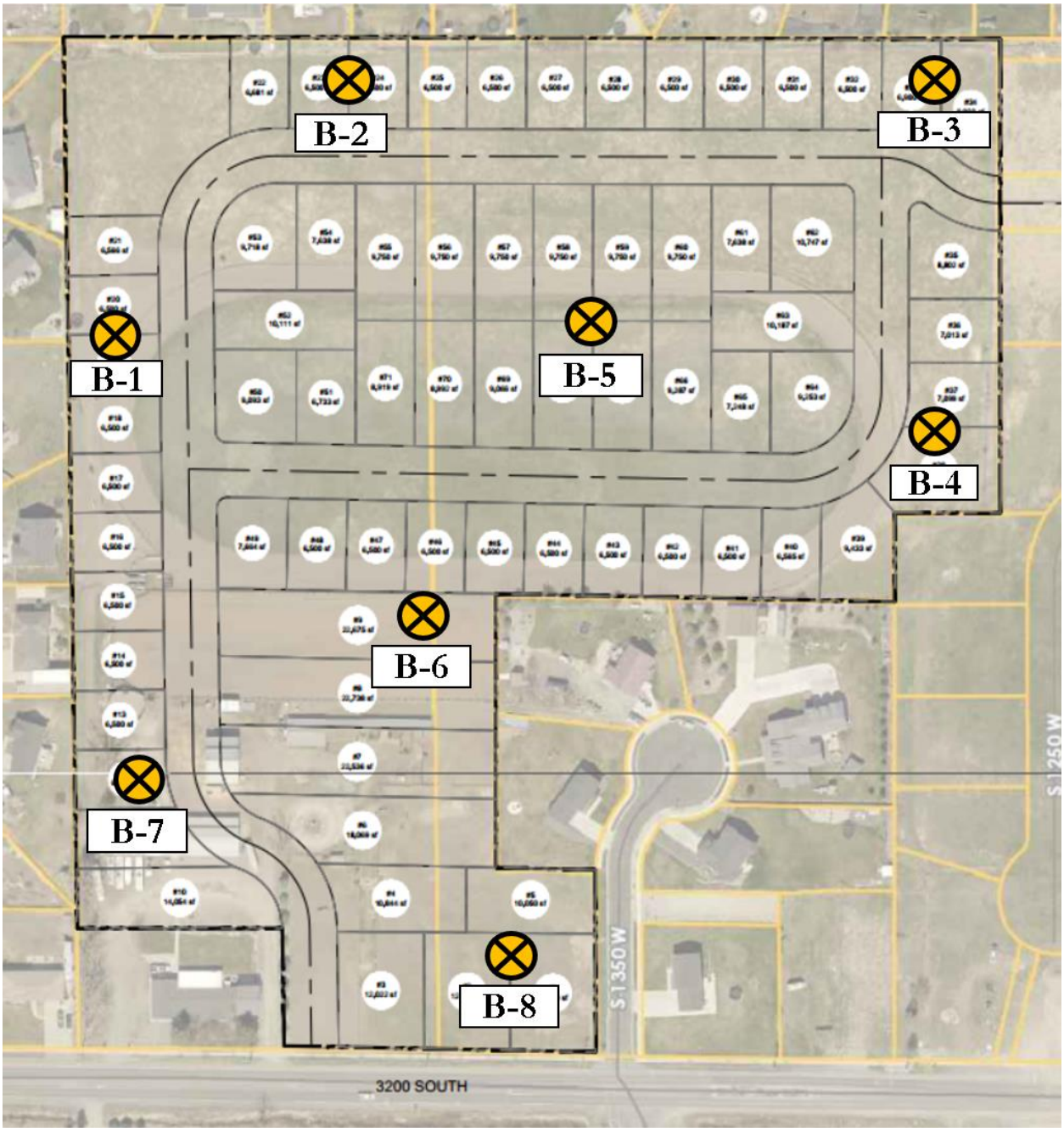


Figure 2 - Site Map



Figure 3 - Looking North



Figure 4 – Looking East

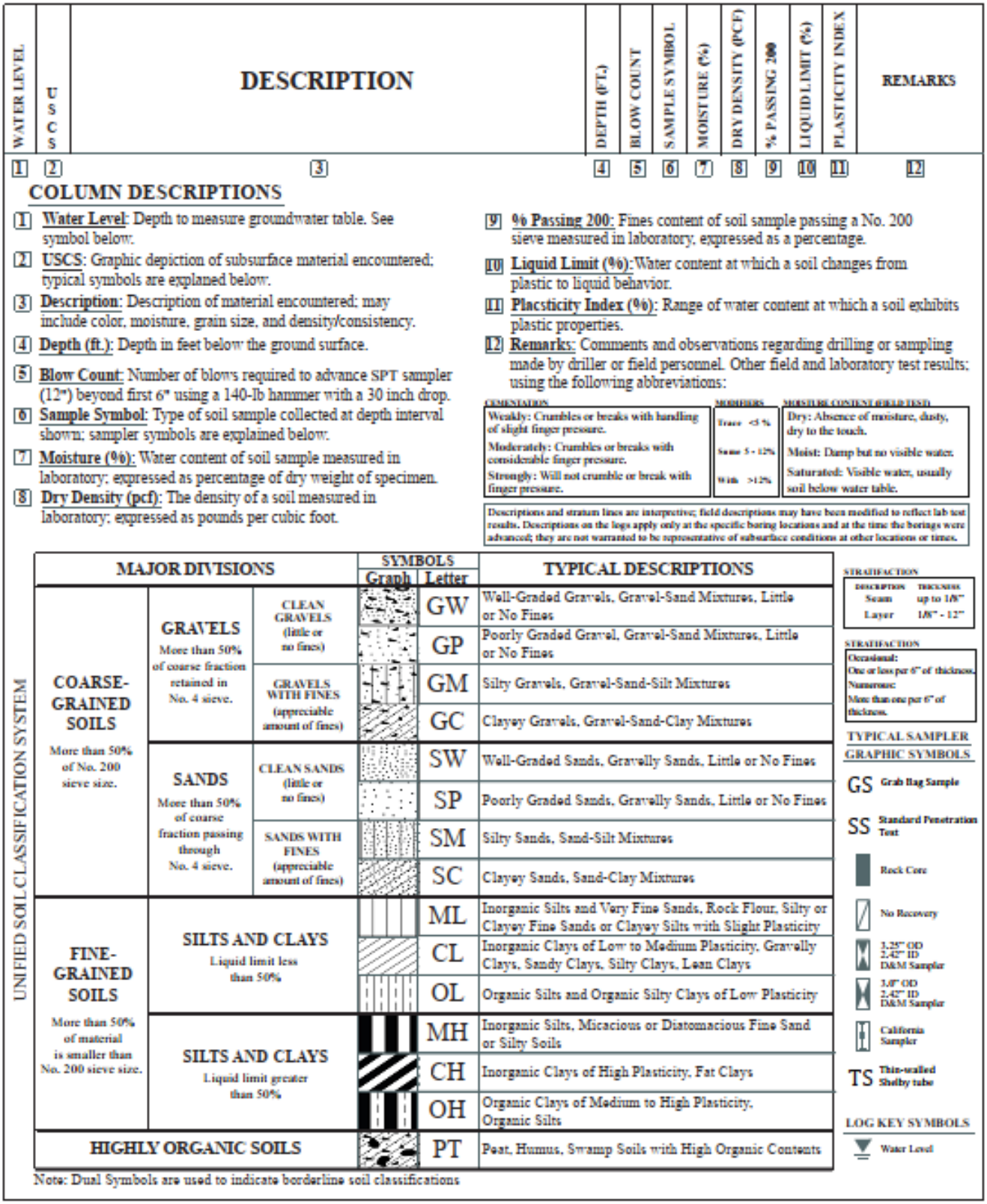


Figure 5 – Key to Soil Logs

BORE LOG: TP-1

LOGGED BY: AL REVIEWER: JP ADDRESS: 1350 W 3200 S, Nibley, Utah 84321

LATITUDE: -111.86672

LONGITUDE: 41.67737

DATE: 2024-02-22

Depth	Lithologic Description	Symbol	Samples	Gradation (%)			Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt/Clay	LL (%)	PL (%)			
	Ground Surface										
0	**Topsoil**										
1 ft											
1	**Low Plasticity Silt With Sand, ML**										
2	Moist-Wet, Grayish Brown										
3 ▽			GB								
4											
5											
6											
7											
8											
9			GB	0	32	68			42.6		
10 ft											
10	Test Hole Terminated at 10 ft										
11											
12											
13											
14											
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16											
17											
18											
19											
20											
21											
22											
23											
24											
25											

civilsolutionsgroup inc.

PROJECT TITLE: Hidden Valley

PROJECT NO.: 22-307

CLIENT: Wasatch Land Holdings

SHEET: 1 of 1

BORE LOG: TP-2

LOGGED BY: AL REVIEWER: JP ADDRESS: 1350 W 3200 S, Nibley, Utah 84321

LATITUDE: -111.86572

LONGITUDE: 41.6781

DATE: 2024-02-22

Depth	Lithologic Description	Symbol	Samples	Gradation (%)			Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt/Clay	LL (%)	PL (%)			
	Ground Surface										
0	**Topsoil** 0.5 ft										
1	**Low Plasticity Silt With Sand, ML**										
2	Moist-Wet, Brown										
3	▽		GB								
4											
5											
6											
7											
8			GB								
9											
10	10 ft										
11	Test Hole Terminated at 10 ft										
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											

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PROJECT TITLE: Hidden Valley

PROJECT NO.: 22-307

CLIENT: Wasatch Land Holdings

SHEET: 1 of 1

BORE LOG: TP-3

LOGGED BY: AL REVIEWER: JP ADDRESS: 1350 W 3200 S, Nibley, Utah 84321

LATITUDE: -111.8634

LONGITUDE: 41.67807

DATE: 2024-02-22

Depth	Lithologic Description	Symbol	Samples	Gradation (%)			Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt/Clay	LL (%)	PL (%)			
	Ground Surface										
0	**Topsoil**										
1 ft											
1	**High Plasticity Clay With Sand, CH**										
2	Moist-Wet, Brown										
3 ▽											
4											
5											
6			TS	13	3	84	50	21	31.0		
7											
8											
9											
10 ft											
10	Test Hole Terminated at 10 ft										
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											

civilsolutionsgroup inc.

PROJECT TITLE: Hidden Valley

PROJECT NO.: 22-307

CLIENT: Wasatch Land Holdings

SHEET: 1 of 1

BORE LOG: TP-4

LOGGED BY: AL REVIEWER: JP ADDRESS: 1350 W 3200 S, Nibley, Utah 84321

LATITUDE: -111.86334

LONGITUDE: 41.67709

DATE: 2024-02-22

Depth	Lithologic Description	Symbol	Samples	Gradation (%)			Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt/Clay	LL (%)	PL (%)			
	Ground Surface										
0	**Topsoil**										
1	1 ft										
2	**Low Plasticity Clay With Sand, CL**										
3	Moist-Wet, Brown										
4			GB								
5											
6											
7											
8											
9											
10	10 ft										
11	Test Hole Terminated at 10 ft										
12											
13											
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21											
22											
23											
24											
25											

civilsolutionsgroup inc.

PROJECT TITLE: Hidden Valley

PROJECT NO.: 22-307

CLIENT: Wasatch Land Holdings

SHEET: 1 of 1

BORE LOG: TP-5

LOGGED BY: AL REVIEWER: JP ADDRESS: 1350 W 3200 S, Nibley, Utah 84321

LATITUDE: -111.86482

LONGITUDE: 41.67741

DATE: 2024-02-22

Depth	Lithologic Description	Symbol	Samples	Gradation (%)			Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt/Clay	LL (%)	PL (%)			
	Ground Surface										
0	**Topsoil** 0.25 ft										
1	**Low Plasticity Silt With Sand, ML**										
2	Moist-Wet, Brown		GB	0	25	75			22.5		
3											
4											
5											
6											
7											
8											
9											
10	10 ft										
11	Test Hole Terminated at 10 ft										
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22											
23											
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25											

civilsolutionsgroup inc.

PROJECT TITLE: Hidden Valley

PROJECT NO.: 22-307

CLIENT: Wasatch Land Holdings

SHEET: 1 of 1

BORE LOG: TP-6

LOGGED BY: AL REVIEWER: JP ADDRESS: 1350 W 3200 S, Nibley, Utah 84321

LATITUDE: -111.86526

LONGITUDE: 41.67654

DATE: 2024-02-22

Depth	Lithologic Description	Symbol	Samples	Gradation (%)			Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt/Clay	LL (%)	PL (%)			
	Ground Surface										
0	**Topsoil**										
1	1.5 ft										
2	**Low Plasticity Clay With Sand, CL**										
3	Moist-Wet, Brown										
4			GB	0	1	99	49	22	22.9		
5											
6											
7											
8											
9											
10	10 ft										
11	Test Hole Terminated at 10 ft										
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16											
17											
18											
19											
20											
21											
22											
23											
24											
25											

civilsolutionsgroup inc.

PROJECT TITLE: Hidden Valley

PROJECT NO.: 22-307

CLIENT: Wasatch Land Holdings

SHEET: 1 of 1

BORE LOG: TP-7

LOGGED BY: AL REVIEWER: JP ADDRESS: 1350 W 3200 S, Nibley, Utah 84321

LATITUDE: -111.86667

LONGITUDE: 41.67618

DATE: 2024-02-22

Depth	Lithologic Description	Symbol	Samples	Gradation (%)			Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt/Clay	LL (%)	PL (%)			
	Ground Surface										
0	**Topsoil**										
2 ft											
3	**High Plasticity Clay With Sand, CH** Moist-Wet, Brown		GB								
7			GB								
11			TS	0	3	97	57	24	34.0		
11.5 ft											
12	Test Hole Terminated at 11.5 ft										

civilsolutionsgroup inc.

PROJECT TITLE: Hidden Valley

PROJECT NO.: 22-307

CLIENT: Wasatch Land Holdings

SHEET: 1 of 1

BORE LOG: TP-8

LOGGED BY: AL REVIEWER: JP ADDRESS: 1350 W 3200 S, Nibley, Utah 84321

LATITUDE: -111.86519

LONGITUDE: 41.67544

DATE: 2024-02-22

Depth	Lithologic Description	Symbol	Samples	Gradation (%)			Atterberg Limits		Moisture (%)	Blow Count	Standard Penetration Test (SPT)
				Gravel	Sand	Silt/Clay	LL (%)	PL (%)			
	Ground Surface										
0	**Topsoil**										
1.5 ft											
2	**Low Plasticity Clay With Sand, CL**										
3	Moist-Wet, Brown		GB	1	3	96	45	22	23.0		
4 ▽											
5											
6											
7											
8											
9											
10 ft											
11	Test Hole Terminated at 10 ft										
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24											
25											

civilsolutionsgroup inc.

PROJECT TITLE: Hidden Valley

PROJECT NO.: 22-307

CLIENT: Wasatch Land Holdings

SHEET: 1 of 1

Gmail Springhill Suites Front Desk <springhill635@gmail.com>

Fwd: Fields Irrigation Letter

1 message

Joshua Low <joshualorinlow@gmail.com> Fri, Aug 21, 2026 at 2:00 PM
To: springhill635@gmail.com

Sent from my iPhone

Begin forwarded message:

From: Joshua Low <joshualorinlow@gmail.com>
Date: August 21, 2026 at 1:04:49 PM MDT
To: Davis Low <joshuadavislow@gmail.com>
Subject: Fwd: Fields Irrigation Letter

Please print email and attachment. Thanks.
Sent from my iPhone

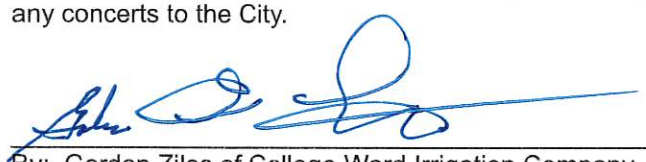
Begin forwarded message:

From: Joshua Low <joshualorinlow@gmail.com>
Date: August 19, 2026 at 1:54:54 PM MDT
To: Joshua Low <joshualorinlow@gmail.com>
Subject: Fields Irrigation Letter

August 19, 2026

To Nibley City Representatives:

This letter constitutes an acknowledgement that Joshua Low has provided College Ward irrigation Company with the attached Subdivision Preliminary Plat on August 19, 2026, related to the use or alternation of affected canals. College Ward Irrigation Company understands that we have thirty (30) days from the date plans were provided to the canal company to bring any concerts to the City.



By: Gordon Ziles of College Ward Irrigation Company
<22-307 Fields at Nibley_Preliminary Plat.pdf>

19.24.150 Permitted Signs

A. 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.

B. 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 within 30 days of 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~~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')

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

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

Commented [MIA3]: Do you want to give them a time limit? "Must be removed within 30 days of when a company goes out of business."

Commented [LR4]: Too subjective.

above the 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.

~~B.~~ 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.~~considered temporary signage and must not obstruct sidewalks or constitute a traffic hazard.

Commented [MIA5]: So political signs would not include political messaging, correct? Like pro life v. pro choice or blm/maga etc? I like this definition of political sign but wanted to raise this.

Commented [LR6R5]: Yeah, this just mirrors state code.

Commented [LR7]: 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. In addition to private banners, ~~The~~ banners may advertise a state-, county- or city-sponsored event. Approval must be granted by the city before installation.

Commented [MIA8]: In addition to private banners or are banners exclusively for government speech? If it's not meant to be exclusive, maybe say "In addition to private banners, banners may also advertise a state, county, or city-sponsored event."

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~~no more than ninety (90) days and not permanently affixed to the ground or building. ~~Examples include political signs, grand openings, garage sales, school activities, chuck wagon breakfasts or other city sponsored events.~~ Temporary signs associated with an event must be removed within ~~twenty four~~forty-eight ~~(~~48~~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.

C. Sign Permit Required: A sign permit shall be required for all signs described in section L prior to the erection, construction, reconstruction, location, relocation, placement, replacement, restoration, extension, enlargement, modification, alteration, repair or use of any sign within the City. An administrative review fee as listed on the current approved Consolidated Fee Schedule shall accompany each sign permit application. The City Planner or designee shall be the approval authority for all sign permits.

1. Application Submittal: The following materials are required to be submitted with a sign permit application:

   a. A site plan drawn to scale indicating the location of the proposed signage, existing signage, existing and future buildings, property lines, streets, sidewalks, landscaped areas, parking areas, and driveways.

   b. An elevation drawing of the proposed signing, including existing or future buildings that will display the attached signage, if applicable.

   c. Any other reasonably related information deemed necessary by the City to verify compliance with Nibley City Code or Utah State Code.

Commented [LR9]: Not sure if we really need to get into balloons.

Commented [LR10]: 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 [MIA11R10]: I think specifying a timeframe at a minimum is important, and 24 hours is good but could be too short. They're meant to be temporary and providing a timeframe will help to avoid claims of unequal treatment.

~~C. 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.~~

D. 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.

E. 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.

F. Sign Requiring Building Permit: Where a building permit is required according to the adopted building code, 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 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.

~~F.~~1. Construction Standards: All signs hereinafter erected in the city shall comply with the current standards of the building code, and all provisions of this title.

G. 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.

Commented [LR12]: Suggest specifying time, rather than leaving it open to interpretation.

Commented [LR13]: Suggest referencing building code for this one.

H. 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.

I. Sign Setback: All sign bases, foundations or supporting apparatus shall be set back from the property line by at least ~~ten~~ three feet (~~10~~3'). In no case shall a sign overhang onto an adjacent property or right-of-way.

J. 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 (6) feet ~~(6*)~~ and maximum area of six (6) square feet. Home occupation businesses are limited to a nameplate sign.

~~K. 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.~~

~~L.~~K. 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.~~

~~2.~~1. 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.~~2. Permitted Zones: EMDs shall only be permitted in the Neighborhood Commercial (C-N), Commercial (C) and Industrial (I) 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.~~

Commented [LR14]: Is this reasonable for all signs?

Commented [LR15]: Suggest reviewing

Commented [LR16]: Suggest a generic 'sign permit', rather than a specific EMD sign permit.

Commented [LR17]: Now covered by section C above.

Commented [LR18]: These provisions were adopted previously with 2025 Maverik application. Not sure why they weren't incorporated previously.

~~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.~~3. 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.~~4. 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

Commented [LR19]: Updated recommendation to remove, since EMDs are not allowed in residential zones. For public schools, they would not be subject to our zoning regulations anyway.

Commented [MIA20]: This is a content-based restriction and would be subject to strict-scrutiny. This means the City must be able to show a compelling governmental interest.

Commented [LR21R20]: Suggest removing because of this issue.

b. Permitted Effect(s)

(1) Static image

~~6.~~5. Dwell Time

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

~~7.~~6. 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.~~7. 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.

~~M.~~L. Table Of Permitted Signs:

Type Of Sign	**Maximum Size ~~In (~~Feet~~)~~**	**Maximum Height (Feet)**	**Permitted Zones**	**~~Conditional Use Zones~~**	**Lighting Type**	**~~Building Permit Required~~ Sign Permit Required**
Awning	4ft x 1 ft (1)	12	C, I, R-M	~~None~~	Indirect	Yes
Billboard/ off premises			None	~~None~~		

Commented [LR23]: Do we need to specify if a building permit is required for signs or just refer to the building code?

Formatted Table

Commented [LR22]: 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?

Billboard/ on premises	96 sq. ft. per side	18	C, I~~None~~	~~C, I~~	Indirect	Yes
EMD, Pole Sign	50 sq. ft. per side	10 (min) 18 (max)	C, I (2)~~None~~	~~C, I (3)~~	Projection	Yes ~~(4)~~
EMD, Monument Sign	20 sq. ft. per side	5	C-N, C, I (2)~~None~~	~~C-N, C, I (3)~~	Projection	Yes ~~(4)~~
Flat and wall	10% of face - 5% of side	2 ft. above roof	C, I , R-M	~~None~~	Indirect, flood, neon	Yes
Identification	3 ft. x ~~8~~4 ft.	8	All		Indirect, flood	Yes ~~(2)~~
Monument, w/o EMD	20 sq. ft.	5	All ~~None~~	~~A, R-E, R, C-N, C, I, R-2~~	Indirect	Yes ~~(2)~~
Nameplate	3 sq. ft.	5	All	~~None~~	None	No
Project	160 sq. ft. per side	10	C, I	~~None~~	Indirect, flood, neon	Yes
Project - Residential	40 sq. ft. per side	10	~~C, I~~All	~~None~~	Indirect, flood, neon	Yes
Projecting	14 sq. ft.	18	C, I	~~None~~	Indirect, flood, neon	Yes

Commented [LR24]: Staff recommended update to accommodate preferred design for park signage.

Property	32 sq. ft.	10	All	~~None~~	None	No
Public necessity	6 sq. ft.	5	All	~~None~~	None	No
Service	16 sq. ft.	6	All~~None~~	~~All~~	Indirect	Yes ~~(2)~~
Street banner	120 sq. ft.	None	~~C, I~~All	~~None~~	None	~~No~~ Yes
Temporary	30 sq. ft.	6	All	~~None~~	None	No

~~N.~~M. Notes:

(1) Width not to exceed windows, doors or other openings being sheltered.

~~(2) Building permit not required if sign is not electrically illuminated.~~

(~~2~~3) Allowed only along Highway 89/91 and 165.

~~(4) EMD Sign Permit also required.~~

~~O.~~N. 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.~~

P. 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 or temporary signage advertising City-sponsored or City-approved events or programs.

~~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.~~

~~4.~~3. Portable signs except those allowed as temporary signs.

~~5.~~4. 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.~~5. 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:

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Commented [LR25]: Do we need to address City-sponsored or approved signs in public ROW or is this covered by N-2?

Commented [LR26]: Staff recommends considering removal of this provision. Planning Commission to re-consider this provision.

Commented [LR27]: Very subjective

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.~~6. Roof signs.

~~8.~~7. Animated signs.

~~9.~~8. Strobe lights and flashing lights.

~~10.~~9. 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~~transit district ~~as permitted from the City Planner~~.