



Planning Commission Agenda

2267 North 1500 West Clinton City, UT 84015

September 18, 2025

6:00 pm

Call to Order

1. Invocation or Thought
2. Pledge
3. Roll Call
4. Declaration of Conflicts

Legislative Review

1. **Public Hearing:** Review and possible action on a request from Nilson Homes to amend the Foothill Ditch LLC (Trail Point) annexation/development agreement for approximately 34.90 acres zoned R-M/PRD (Multi-Family Residential/Planned Residential Development) located at approximately 2088 North 4500 West. Amendments are proposed to the concept plan that decreases the density by reducing the number of townhome units. Modifications are also proposed to open space areas, trail amenities, architectural standards and sewer lift station improvements.
2. **Other Business**
 1. Approval of 10, 2025 Meeting Minutes
 2. Director's Report
 3. Commission Report

Adjourn

The order of agenda items may be changed, or times accelerated.

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL CITY MEETINGS

If you attend this meeting and, due to a disability, will need assistance in understanding or participating, please notify the Community Development Department at (801) 614-0740 prior to the meeting and we will seek to provide assistance.

CLINTON CITY PLANNING COMMISSION

STAFF REPORT

2267 North 1500 West, Clinton, Utah 84015

MEETING DATE:	September 18, 2025
AGENDA ITEM:	1
PETITIONER(S):	Nilson Land Holdings, LLC
SUBMITTED BY:	Peter Matson, Community Development Director
TYPE OF VOTE:	Roll Call – Recommendation to the City Council
SUBJECT:	Public Hearing – Request from Nilson Homes to repeal and replace the Foothill Ditch LLC (Trail Point) annexation/development agreement with the Agreement for the Development of Land between Clinton City and Nilson Land Holdings, LLC, which includes a revised concept plan, a lower residential density and requirements for open space and amenities, architecture and sewer lift station improvements – Resolution 10-25.

RECOMMENDATION: To recommend to the City Council adoption of Resolution 10-25 ([ATTACHMENT A](#)) approving the request from Nilson Homes to replace the Foothill Ditch LLC-Trail Point annexation/development agreement for approximately 34.90 acres zoned R-M/PRD with the Agreement for the Development of Land between Clinton City and Nilson Land Holdings, LLC

BACKGROUND INFORMATION: On August 27, 2024, the Council approved the annexation, R-M/PRD rezone and annexation/development agreement for the Foothill Ditch (Trail Point) development in west Clinton. The Trail Point agreement includes a concept plan with details about street design, building architecture, open space amenities and landscaping. The Nilson (Trail's Edge) Agreement proposes a similar approach outlined in the attached Agreement. The density and housing type breakdowns each Agreement are summarized below.

Trail Point

The existing concept plan includes 266 townhomes (157 front load and 109 rear load) and 75 single-family lots for a total of 341 units, which is a density of 9.77 units/acre. This plan includes approximately 19% accessible open space.

Trail's Edge

This concept plan includes 190 townhomes (36 front-load, 58 rear-load and 96 on private drives) and 75 single-family lots (42 front-load, 12 rear-load and 24 on private drives) for a total of 265 units, which is a density of 7.59 units/acre. This plan includes approximately 15% accessible open space that includes public park and two HOA parks, a restroom, trail and amenities.

The Trail Point and Trail's Edge concept plans are provided as [ATTACHMENT B](#) and [ATTACHMENT C](#). The street layout, open space configuration, housing types and trail connections highlight the differences between the two concept plans.

A more detailed comparison of the two concept plan density, unit count and unit types are provided below. The table on the left provides a general breakdown of the two plans, and the table on the right provides a more detailed breakdown of the different single-family and townhome product types of the Trail's Edge plan.

Trail's Edge - Clinton		
Area in Clinton (AC)	34.9	
	Original Plan (Approved)	Revised Think Architecture Plan
Units in Clinton	341	265
Density in Clinton (Units/AC)	9.77	7.59
Single Family Homes		
SFH in Clinton	75	75
Townhomes		
TH in Clinton	266	190
Percentage Townhomes		
Clinton	78%	72%

Product Type	UNITS	
Single-family (Front-load)	42	
Single-family (Rear-load)	12	
Single-family (Private Drive)	24	
Total Single-family	75	28%
Townhomes (Front-load)	28	
Townhomes (Rear-load)	62	
Townhomes (Private Drive)	100	
Total Townhomes	190	72%
Total Units	265	

DISCUSSION AND ANALYSIS: The redlined version of the agreement changes ([ATTACHMENT D](#)) is extensive. Therefore, it is recommended that the Trail Point (Foothill Ditch) agreement be repealed and replaced by the Trail's Edge (Nilson) Agreement, which is represented in the clean copy version – [ATTACHMENT E](#). A summary of the key provisions of the Trail's Edge agreement is provided below. Housing type and architecture are provided as an exhibit in the Trail's Edge Agreement.

Summary of Key Highlights – Trails Edge Agreement (Nilson Holdings) Sections

- Section 2 (Vesting): A fixed base residential density of 8 units per acre; no explicit bonus density mechanism; administrative approval for minor changes; reserved police powers remain.
- Section 3 (Owner Association): A 50% owner-occupancy deed restriction applies for the first 10 years, enforced by the HOA; City controls HOA dissolution votes for this period.
- Section 4 (Development Obligations): Detailed design standards including material minimums, building heights (35' for homes, 20' for outbuildings), setback requirements, and flexible color usage; added asphalt surface to Emigration Trail; restrooms cost cap with possible cost-sharing; HOA responsible for open space maintenance; comprehensive parking rules.

- Section 5 (Phasing): Phasing dictated by market demand with the necessity of equitable infrastructure provision.
- Section 6 (Transfer of Units): Developer may transfer project parts to sub-developers, with clear stipulations for assumption of duties and rights, and options for remedying defaults.
- Section 7 (System Infrastructure & Reimbursement): Lift station upgrades funded on a per-permit basis via impact fees; city to reimburse developer for approved improvements; limits on forced upsizing.
- Section 8 (Permits & Bonding): Commitments for timely permit issuance; bonding via letters of credit.
- Section 9 (Remedies & Enforcement): Detailed cure and remedy provisions; force majeure included with certain exceptions; flexibility for cure period extensions.
- Section 10 (General Provisions): Maintenance of traditional legal and procedural safeguards, including notice requirements, governing law, and integration clause.

A more detailed description of the agreements and proposed changes is provided as [ATTACHMENT F](#), which compares each substantive article/section of the agreements with highlights of the differences.

City staff are still reviewing the details of the proposed Nilson Agreement. As recommended substantive changes come in prior to the meeting, updates will be provided via email.

ATTACHMENTS:

- A) Resolution 10-25
- B) Trail Point Concept Plan (Original)
- C) Trail's Edge Concept Plan (Update)
- D) Redlined Development Agreement
- E) Clean Copy of Amended Agreement with Exhibits
- F) Comparison of Key Agreement Changes

ATTACHMENT A
RESOLUTION NO. 10-25

A RESOLUTION REPEALING THE AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN CLINTON CITY AND FOOTHILL DITCH LLC AND TERRAFORM DEVELOPMENT LLC AND REPLACE SAID AGREEMENT WITH THE AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN CLINTON CITY AND NILSON LAND HOLDINGS, LLC

WHEREAS, Owner, NILSON LAND HOLDINGS, LLC is proposing to develop certain property located at approximately 2088 North 4500 West in Clinton City; and

WHEREAS, on August 27, 2024, Clinton City approved the AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN CLINTON CITY AND FOOTHILL DITCH LLC AND TERRAFORM DEVELOPMENT LL (Foothill Agreement); and

WHEREAS, the City desires to repeal and replace said Agreement with the AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN CLINTON CITY AND NILSON LAND HOLDINGS, LLC (Nilson Agreement) setting forth the responsibilities of both parties relative to various aspects of the development of Developer's property with an appropriate concept plan with land uses, setbacks, street widths and architectural design to enhance the general area; and

WHEREAS, the City Council has determined it to be in the best interest of the citizens of Clinton City to approve the Nilson Agreement to ensure that the Developer's property will be developed with appropriate residential densities, housing types and amenities in accordance with City ordinances and guidelines.

NOW, THEREFORE, THE CLINTON CITY COUNCIL RESOLVES REPEAL THE FOOTHILL AGREEMENT WITH THE AGREEMENT FOR THE DEVELOPMENT OF LAND BETWEEN CLINTON CITY AND NILSON LAND HOLDINGS, LLC, AND AUTHORIZE THE MAYOR TO EXECUTE SAID AGREEMENT.

SECTION 1. By unanimous vote on a motion before the Clinton City Council the Council repeals The Foothill Agreement and replaces said agreement with the attached Development Agreement.

SECTION 2. Effective date. This Resolution shall become effective upon signature and posting.

PASSED BY MOTION AND ORDERED PUBLISHED by the Council of Clinton City, Utah, this 14th day of October 2025.

October 3, 2025
NOTICE PUBLISHED

BRANDON STANGER
MAYOR

ATTEST:

LISA TITENSOR
CITY RECORDER

Posted: _____

ATTACHMENT B

TRAIL POINT SUBDIVISION
Clinton City, Utah



DATA TABLE	
Area	34.90 acres
Front Load Towns	157
Rear Load Towns	109
Single Family	75
Total Units	341
Density	9.77 units/acre



September 11, 2025



ATTACHMENT C



Site Summary

Product Type	UNITS
Single-family (Front-load)	42
Single-family (Rear-load)	12
Single-family (Private Drive)	24
Total Single-family	75 28%
Townhomes (Front-load)	28
Townhomes (Rear-load)	62
Townhomes (Private Drive)	100
Total Townhomes	190 72%
Total Units	265

PARKING
GUEST PARKING STALLS 53

ATTACHMENT D

When Recorded Return to:

Nilson Land Holdings, LLC

Attn: Lacy Richards

1740 Combe Road, #2

South Ogden, Utah 84403

AGREEMENT FOR ANNEXATION AND DEVELOPMENT OF LAND BETWEEN CLINTON CITY AND NILSON LAND HOLDINGS, FOOHILL DITCH LLC

(Approx. 2088 North 4500 West, Clinton, UT)

THIS AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LANDfor ~~the development of land~~ (“**Agreement**”) is made and entered into this ___ day of ____, 20__, (“**Effective Date**”) between Clinton City, a municipal corporation of the State of Utah (“**City**”), and Nilson Land Holdings Foothill Ditch, LLC (“**Developer**Owner”). City and DeveloperOwner collectively referred to as the “Parties” and separately as “Party.”

RECITALS

WHEREAS, Foothill Ditch, LLC~~the City has received~~ and Terraform Development LLC (together “**Foothill**”) are the owner~~considered a petition for the annexation of approximately 19.66 acres (“Annexation Area”) into the City located at approximately 2088 North 4300 West, and further described on Exhibit A, attached hereto.~~

WHEREAS, ~~Owner is the owner~~ of certain property, consisting of approximately 34.90 acres, located at approximately 2088 North 4500 West, known by in Clinton City, and ~~consisting of~~ the following tax identification numbers: 14-175-0005, 14-038-0067, & 14-038-0083 (“**Property**”). The Property is, and further described on Exhibit AB, attached hereto and incorporated herein.(“**Subject Area**”);

WHEREAS, ~~the overall Subject Area consists of approximately 34.90 acres;~~

WHEREAS, ~~the City has considered an application to rezone approximately 34.90 acres of property located at approximately 2088 North 4500 West to R-M/PRD (Multiple Family Residential/Planned Residential Unit Development as depicted on Exhibit C, attached hereto;~~

WHEREAS ~~Owner has presented a proposal for development of the Subject Area to the City, and such proposal is depicted on Exhibit D attached hereto (“Concept Plan”);~~

WHEREAS, City and Foothill previously entered into Agreement for Annexation and Development of Land, dated 27 August 2024 and recorded in the Office of the Davis County Recorder as entry number 3621984, Book 8772, Page 342-371, for annexation

and development of the Property (“Foothill DA”). The Foothill DA contained terms regarding vested rights and certain development entitlements on the Property.

WHEREAS, Developer is currently under contract to purchase the Property from Foothill, which purchase will include all entitlements and rights to the Property, including all rights, benefits, and obligations under the Foothill DA.

~~WHEREAS the Parties intend~~

WHEREAS, Developer intends to develop the Property in accordance with the terms of this Agreement (“Project”). Therefore, Developer and City desire to enter into this Agreement, which upon completion of the purchase of the Property from Foothill, shall replace and supersede the Foothill DA in all respects, and to record a termination of the Foothill DA with the Davis County Recorder.

~~WHEREAS the Parties intend that this Agreement~~ to allow ~~Developer~~Owner and City to agree on issues such as land use density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the ~~Project, all~~Subject Area in accordance with the Concept Plan, attached hereto as Exhibit B and incorporated herein (“Concept Plan”); and

WHEREAS the City believes that entering into the Agreement with ~~Developers~~Owners is in the best interest of the city, and the health, safety, and welfare of its residents.

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

1 Interpretation and Conditions Precedent.

1.1 Interpretation. Whenever in this Agreement:

1.1.1 the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;

1.1.2 there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;

~~1.1.1.1.3~~ **1.1.3** the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and

1.1.4 there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated. Council Approval. This Agreement shall not take effect until the Clinton City Council has legislatively approved this Agreement, and all parties have signed.

Closing of Foothill Purchase. Without regard to the Effective Date, the obligations of either party under this Agreement are expressly conditional upon the closing of the purchase and sale transaction between Developer and Foothill for conveyance of the Property. If such closing fails to take place, this Agreement shall be of no force and effect..

ARTICLE I DEFINITIONS

- ~~1.1. “City’s Undertakings” shall mean the obligations of the City set forth in Article III.~~
- ~~1.2. “Owners’ Undertakings” shall have mean the obligations of Owners, and their successors and assigns, set forth in Article IV.~~
- ~~1.3. “R-M/PRD” zoning shall mean a single and multiple family zoning district as set forth at Title 28, Chapter 7 of the City’s Zoning Ordinance. These zoning districts are further altered by the provisions set forth in Article IV.~~

ARTICLE II CONDITIONS PRECEDENT

- ~~1.2 2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Clinton City Council.~~

2 Vesting.

- ~~2.2. R-M Zoning (Multiple Family Residential) with the PRD (Planned Residential Development) Overlay Zoning consistent with Exhibit C is a condition precedent to Owner’s Undertakings in Article IV.~~
- ~~2.3 The Concept plan as shown on Exhibit D shall be deemed approved as part of this Agreement.~~

ARTICLE III VESTING

- ~~2.1 3.1~~ Current Zoning. As of the Effective Date~~effective date~~, no further zoning change or amendment to the zoning ordinances is needed to fully develop the Project in accordance with the Concept Plan.
- ~~3.22.2~~ Vested Rights. The Parties specifically intend and agree that this Agreement grants to the Developer~~Owner~~ “vested rights” to the maximum extent possible under law and equity, as that term is construed in Utah’s common law and pursuant to UTAH CODE § 10-9a-509. Accordingly, the Developer~~Owner~~ has the right to develop the property in accordance with the City’s ordinances in place as of the Effective Date and this Agreement, without modification by the City except as specifically provided in this Agreement.

2.3 Exceptions to Vested Rights. The following City laws, as may be modified in the future, are excepted from vesting, and shall apply as they exist at the time of application:

2.3.1 City laws that Developer agrees in writing apply to the Project;

2.3.2 City laws that are both generally applicable to all properties in the City' jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

2.3.3 City's development standards, engineering requirements, approval, and supplemental specifications applicable to public works, and any City Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

2.3.4 Lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by City, which right to challenge is hereby reserved;

2.3.5 Changes to the amounts of utility rates, service fees or charges, or fees for the processing of Development Applications that are generally applicable to all development within City's jurisdiction and that are adopted pursuant to state and local law.

3.2.3.6 Changes authorized under Utah Code §10-9a-509, or its successor statutes.

3.1.

3.3.2.4 Vested Density. Project is vested with residential uses at a base density of 8 units per gross acre, ~~with a bonus density up to 12 units per gross acre. Bonus density calculations, shown in Section 4 below, qualify and vest Owner with the density reflected in the Concept Plan throughout the Subject Area.~~ Residential product types vary as generally depicted on the Concept Plan. Total Unit density shall not exceed the density reflected in the Concept Plan.

~~3.3.1 Fees Not Vested. This Agreement grants to Owner "vested rights" with the City code, not with City fees.~~

3.4.2.5 Conflicts. Development shall take place in accordance with the terms of this Agreement, the State Code, and the City's code in effect on the Effective Date. In the event of any conflicts, this Agreement shall control.

3.5.2.6 Material Changes. ~~Vested Use, Density, and General Configuration. The City has adopted this Agreement to allow flexibility and innovation in site and building design for the Project as a whole in accordance with the requirements set forth herein.~~ Approval

of this Agreement ~~expressly~~ includes approval of the attached Concept Plan, which is expressly understood to be conceptual and not final.~~Exhibit D. The approved use, density, and general configuration of the Project are vested as set forth in Exhibit D.~~ Any material changes during development of the Project, meaning an increase in overall density or an increase of the ratio of townhomes to detached single family homes by more than three percent (3%).~~significant changes in land use, including housing product types or street configuration will~~ require an amendment to this Agreement. Other changes are not considered material and may be approved administratively by City staff. ~~Unit density shall not exceed the density reflected in the Concept Plan.~~

3.62.7 Reserved Legislative Powers. Nothing in this Agreement shall limit the City's future exercise of its police power in enacting generally applicable amendments to its land use code after the Effective Date.

3 Owner's Association.

ARTICLE IV **OWNERS' ASSOCIATION.**

3.1 Association Formation. Prior to the final recording of any residential subdivision within the ProjectSubject Area, a Homeowner's Association ("HOA") shall be formed and organized and covenants, conditions, and restrictions applicable to the Project ("CC&Rs") shall be recorded against the Property.

3.2 Owner Occupancy. The Parties intend that some units in the Project be reserved for owner-occupied housing, in order to benefit City residents. Developer accordingly agrees to deed restrict 50% of the units in the project to require owner occupancy of those units.~~Subject Area.~~ Such deed restrictionCC&R's shall be placed in the CC&Rs and shall be enforced by the HOA. The owner occupancy restriction shall terminate 10 years following the adoption of the CC&Rs, and may not be amended or removed~~have provisions that require affirmative assent from the CC&Rs without the express written consent of City.~~

4.1 ~~not less than 67% of owners to Release or Amend covenants relating to maintenance of common area, open or limited open space.~~

4.2 ~~—~~ The CCRs shall establish the City with a controlling interest in the HOA for the matter of voting to dissolve the HOA. Provisions of the CCRs that are reflected in this Agreement shall not be changed by any future HOA board or HOA's members without written consent of the City. This provision

ARTICLE V **PRD OVERLAY & BONUS DENSITY CALCULATIONS**

5.13.3 Owner shall terminate 10 years provide the following the adoptionamenities, which shall provide the bonus density shown below, per Clinton City Code. Amenities shall be of the CC&Rs quality, size, and design as the renderings shown in the Exhibits. All non-street areas outside the townhome building footprint shall be common area, open or limited open space owned and maintained by the HOA, and the City shall have no

responsibility for maintenance of such areas. Likewise, the HOA shall have no obligation to allow public uses or access on any such amenities, open space, or common areas.

Development Obligations.

Bonus Density Calculations	
Recreation and Site Amenities	
— Site Amenities	
— Amenities Provided	See Exhibit E
— Bonus Density Earned	20%
— City Dedication & Amenities	
— Dedication & Amenities Provided	
— Bonus Density Earned	15%
Bonus Density Earned	35%
Fencing Materials	
— Vinyl with wood texture in color and appearance	
— Bonus Density Earned	5%
Open Space Density Bonus	
— Base Open Space Requirement	2.62 Acres
— Open Space Provided	6.88 Acres
Bonus Density Earned	12%
Total Bonus Density Earned	52% (50% Maximum Allowed)

ARTICLE VI DEVELOPMENT OBLIGATIONS

4
6

6.14.1 Overall Site Amenities and Emigration Trail

6.1.14.1.1 ~~Developer~~**Emigration Trail: Owner** shall dedicate property for the Emigration Trail Extension to the City as shown on Exhibit C. Developer~~E. Owner~~ shall construct a 10' foot-wide asphalt trail surface upon the dedicated property and construct a 6' vinyl fence ~~ina~~ between the Trail area and the canal right of way. Building setbacks~~This fence~~ shall be 10' from the near edge of the Emigration Trail Extension corridor~~6' semi-private vinyl with wood texture in color and appearance and including a mow strip.~~

4.1.2 ~~Developer~~**Owner** shall dedicate property for a public park to the City as shown on Exhibit B~~F~~. The park shall also serve as a detention basin for the project.

6.1.24.1.3 ~~Developer~~**Owner** will construct the parking and amenities as shown on

Exhibit D provide utility connections.

~~6.1.3 Setback from Trail.~~ Setbacks shall be 10' from the emigration trail.

~~6.1.4~~ Developer will provide restroom facilities as shown on Exhibit B. The restroom substantially similar to the facilities will provided at Powerline Park that may consist of two single user fully accessible flush restrooms. The Developer's responsibility for the Standard features include but are not limited to simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, etc. Total cost of the restroom facilities, including facility, to include installation, shall not exceed \$150,000. If the total cost

~~6.1.54.1.4~~ Site Amenities. Site amenities are to be as shown on Exhibit "G", which is expressly included as part of the restroom facilities is estimated to exceed \$150,000, Developer and City will meet this Agreement and confer regarding a solution, which shall be either a cost-share arrangement whereby the City covers the overage amount, or a change to the specifications deemed approved upon approval of the required facilities such that the total cost does not exceed \$150,000 this Agreement.

4.1.5 Developer will provide the utility connections necessary for power, culinary water, and sanitary sewer service to the restroom facilities.

4.1.6 Developer will provide other site amenities as shown on Exhibit B.

~~6.1.64.1.7~~ Developer will provide fencing Fencing along the perimeter of the property. Fencing materials used throughout the exterior and interior of the Property, in may include property will be a combination of private and semi-private vinyl. ~~with wood texture in color and appearance.~~

4.1.8 Developer shall provide the amenities listed on Exhibit D, Amenities shall be of a quality, size, and design as the renderings shown on Exhibit D All non-street areas outside the townhome building footprint shall be common area, open or limited open space shown thereon meets Developer's obligation to provide open space. All open space areas in the Project, outside of designated public parks, shall be common areas owned and maintained by the HOA. City shall have no responsibility for maintenance of such areas. Likewise, the HOA shall have no obligation to allow public uses or access on any such amenities, open space, or common areas, unless otherwise designated by Developer on a final plat.

~~6.2~~ Community and Architectural Offering.

4.2 Residential Design Standards

4.2.1 As a planned development, ~~The following design standards are supplemental to the Project guidelines in Chapter 28-07 of the Clinton Municipal Code. Conceptual illustrations and renderings are shown on Exhibit "I". Development of~~

~~the Subject Area will feature certain~~have enhanced architectural design standards (“**Standards**”) as specified herein, in order~~as a planned development~~ to ensure quality exterior appearance. Compliance with these ~~Standards~~guidelines shall be the responsibility of the Developer. To the extent that the Standards in this ~~Agreement conflict~~made by the owner/home builder or their representative. The owner/home builder shall provide the City Community Development Department with City Ordinances, this Agreement controls. Conceptual renderings of homes that meet these Standards are depicted in Exhibit E.

4.2.2 The following exterior materials are approved: Brick, Stone, Stucco, Fiber-Cement Siding, Pre-finished Vinyl and Metal Siding, Exposed Architectural Concrete, Colored/Textured CMU Block.

4.2.3 The following garage configurations are approved: 1-car, 2-car, Front-facing, Side-facing, Alley-loaded, Detached.

4.2.4 Fencing~~a compliance letter before submitting~~ for screening of residential units from streets is not required.

4.2.5 Use of color in residential exterior elevations is permitted. No restriction on color shall be imposed by the City.

4.2.6 The following building height limits apply to buildings in the Project:

<u>Single Family Homes</u>	<u>35’</u>
<u>Townhomes</u>	<u>35’</u>
<u>Accessory Buildings</u>	<u>20’</u>

~~6.2.14.2.7~~ Residential front, rear, and side elevations will be designated by Developer on building permit applications~~review and approval.~~

4.2.8 The following building setbacks apply for single family detached residential units:

<u>Front Yard:</u>	<u>Street-Facing Garage (Public Road)</u>	<u>22’</u>
	<u>Street-Facing Garage (Private Drive)</u>	<u>20’</u>
<u>Side Yard:</u>	<u>between buildings.</u>	<u>10’</u>
	<u>Zero lot line configuration is permitted.</u>	<u>0’</u>
<u>Rear Yard:</u>		<u>10’</u>
<u>Corner Lot:</u>	<u>Side yard abutting road</u>	<u>15’</u>

4.2.9 The following building setbacks apply for townhome units:

<u>Front Yard:</u>	<u>Street-Facing Garage (Public Road)</u>	<u>22’</u>
	<u>Street-Facing Garage (Private Drive)</u>	<u>20’</u>
<u>Side Yard:</u>	<u>between buildings.</u>	<u>15’</u>
<u>Rear Yard:</u>		<u>10’</u>

4.2.10 The following parking requirements apply:

<u>Single Family Detached:</u>	<u>Minimum of 3 off-street parking spaces. This includes the garage and driveway</u>
<u>Townhomes:</u>	<u>Minimum of 2 off-street parking spaces. This includes the garage and driveway</u>
<u>Guest Parking:</u>	<u>Minimum of 53 off-street parking spaces, not including the garages and driveways of residences.</u>

~~6.2.2~~ 30% of all street-facing facades shall be finished with masonry or windows, not including the garage door area. For the purposes of this section, masonry shall include brick, stone or fiber cement siding, LP siding but shall not include stucco or similar products. In addition, architectural relief in the form of pop-outs, window surrounds, finish or color differentiation, or similar features shall be used on street facing side facades.

~~6.2.3~~ Application of exterior brick or rock materials: To achieve the appearance of masonry as a structural component of the architecture, exterior masonry materials shall extend beyond any exterior wall corner by a depth of at least 24" onto the adjoining (perpendicular) wall elevation. This requirement shall also apply to non-masonry exterior materials, such that transitions of materials do not occur at building corners. The uniform application of building materials at corners shall extend vertically up to the roof eaves.

~~6.2.4~~ Windows and doors on all façades shall be trimmed with wood, a wood-like fiber cement product, or a stucco pop-out that is a minimum of four inches (4") in width with the top and bottom of all window trim and the top of all door trim a minimum of six inches (6") in width.

6.2.54.2.11 Rooflines shall not be flat, unless used as a small shed roof over a boxout or other architectural accent feature or at a low angle, generally described as less than 4:12 pitch.

6.2.64.2.12 Townhome units may have a single building elevation where the elevation has a range of materials (masonry, fiber cement siding, trim, etc.) and colors that provide a different look to adjoining buildings constructed.

~~6.2.7~~ Where the same single-family detached dwelling unit type is to be constructed side-to-side adjacent to or directly across the public street, a different elevation shall be used, including different exterior materials and color schemes.

~~6.2.8~~ Covered porches are required on all units and shall be supported by a minimum six-inch (6") wood or wood-like fiber cement post that extends

~~from a minimum of thirty-six inches (36") in height and a 12-inch (12") in width pedestal covered by the same masonry or fiber cement siding used on the front facade.~~

6.2.94.2.13 Garbage cans for residences on shared private access shall be required by CC&R's to be placed for collection upon a public street or upon the stem of the drive between the edge of the building and the public street.

6.35 Phasing-

6.3.15.1 Phasing. The ~~Development~~ Property may be developed in Phases.

6.3.25.2 The Development will be phased as justified market demand, subject to the specific requirement of this Agreement that necessary and adequate infrastructure be in place or constructed to ensure adequate and equal service to the property.

6.3.35.3 Phase Planning. Planning for each phase will include planning for public infrastructure and improvements to be installed with each phase, in accordance with the Concept Plan, and as may be required as phased development proceeds.

6.46 Transfer of Units-

6.4.16.1 Successor Developer. ~~DeveloperOwner~~ may sell or transfer one or more portions of the Project to one or more sub-developers ("**Successor Developer**"), selected by ~~Developer. DeveloperOwner. Owner~~ may do so without modification of this Agreement. The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer's portion of the Project in accordance with this Agreement. Upon such sale Successor Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer, and ~~DeveloperOwner~~ will no longer be obligated under this Agreement in any respect with regard to the portion of the Property sold to the Successor Developer. The City agrees to release ~~DeveloperOwner~~ from any obligation under this Agreement upon ~~DeveloperOwner~~ providing proof of acceptance of the obligation to be released from its successor. ~~DeveloperOwner~~ will retain all rights and obligations hereunder with respect to unsold or untransferred portions of the Property.

6.2 Default of Successor Developer. In the event of a default by a Successor Developer, Developer may elect, in their discretion, to cure the default of such Successor Developer.

6.57 System Infrastructure & Reimbursement.

6.5.17.1 Reimbursement. ~~DeveloperOwner~~ or Successor Developers may, from time-to-time, install and construct System Improvements (as that term is defined in the Utah Impact Fees Act) for the benefit of the Public. To the extent that such improvements go beyond the Project's proportionate impact, the City shall add such improvements to its impact fee facilities plan, and reimburse or credit ~~DeveloperOwner~~ for such facilities as required by the rough proportionality test found in Utah Code § 10-9a-508, and in the Nollan/Dolan line of

cases and by the Utah Impact Fees Act.

Upsizing.

~~6.5.37.2~~ The City shall not require the ~~Developer~~Owner to “upsized” any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless the City agrees to reimburse ~~Developer~~Owner for the marginal cost difference of the upsizing.

~~6.6~~ Lift Station. Upgrades

~~6.6.1~~ City will upgrade the Cranefield Lift Station for the purpose of increasing its capacity to serve both the Project and future users. ~~Developer will~~Owner shall pay its pro-rata share of the full cost of the lift station to the City before the lift station construction begins. The City will reimburse the Owner for the cost of the upgrade lift station through impact fees that are collects for this project and other developments that will be served by the lift station. There is no set timeline on when the Owner will be paid to the City at the time each building permit for a residence in the Project is issued. back as reimbursements will be made when impact fees are paid to the city.

~~6.6.2~~ City will add the lift station to the City’s Impact Fee Facilities Plan applicable to the portions of the City that will use the lift station capacity. ~~The impact fees collected for this capacity shall be paid to Owner upon receipt by the City.~~

~~4.2.3.~~ Exhibit J to this Agreement shows the properties, including the properties in West Point City, which are to be served by the lift station.

~~6.6.3~~ General utility connection points are shown on Exhibit H.

ARTICLE VII GENERAL REQUIREMENTS

7.2.1

7

~~7.18.1~~ Issuance of Permits—Owners. City shall not unreasonably withhold or delay the issuance of any permits except as defined in sections above.

~~7.2~~ Bonding. City~~Completion Date.~~ The Owners shall permit, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City’s ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

~~7.38.2~~ Warranty Bonds. Master Developer ~~shall be permitted~~ to post a letter of credit from a federally insured financial institution in a form reasonably acceptable to the City and from an institution for all warranty bonds required for the development of the Property. ~~Access to the~~

~~**Subject Area.** For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owners' Undertakings.~~

ARTICLE VIII REMEDIES

~~**9.1 Remedies for Breach.**~~ In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner.

~~**8.1**~~ In case such action is not taken or diligently pursued, the ~~aggrieved~~aggrieve Party may institute such proceedings as may be necessary or desirable in its opinion to ~~cure~~:

~~**8.1.19.3**~~ ~~Cure~~ or remedy such default is pursued, including, but not limited to proceedings to compel specific performance by the Party in default or breach of its obligations; and

~~**8.2.9.4**~~ If ~~Developers~~Owners fail to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the development cease and desist, that all work therein be stopped, also known as a "Stop Work" order.

~~**8.2.19.5**~~ ~~Enforced Delay Beyond Parties' Control.~~ For the purpose of any other provisions of this Agreement, neither City nor ~~Developer~~Owners, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

~~**8.2.29.6**~~ ~~Extension.~~ Any 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 operate to eliminate any of 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.

~~**8.2.3**~~ ~~Rights of Owners.~~ In the event of a default by Owner's assignee, Owner may elect, in their discretion, to cure the default of such assignee, provided, Owner's cure period shall be extended by thirty (30) days.

ARTICLE IV
GENERAL PROVISIONS

9.10.1 ~~Successors and Assigns of Owner.~~ This Agreement shall be binding upon ~~Developer~~Owner and their successors and assigns, and where the term “Developer~~Owner~~” is used in this Agreement it shall mean and include the Successor Developers. ~~successors and assigns of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in ownership (successor or assign of Owner) of the Subject Area.~~

9.210.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the “**Notices**”) must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

_____To Developer:
_____ Nilson Land Holdings, Owners: _____ Foothill Ditch LLC
_____ Attn: Lacy Richards
_____ 1740 Combe Road, #2
_____ South Ogden, Utah 84403
_____ Email: lacy.richards@nilsonld.com

_____With a Copy To:
_____ Dentons Durham Jones Pinegar
_____ Attn: Brent Bateman
_____ e/o Mike Hatch – Landd
_____ 55 N. University Ave., Ste. 100
_____ 1557 W Technology Way #400
_____ LehiProvo, UT 8404384601
_____ Email: brent.bateman@dentons.com
_____ Attn: Mike Hatch, President

To City:
Clinton City Corporation
2267 North 1500 West
Clinton City, UT 84015
Attn: Trevor Cahoon, City Manager

_____With a Copy To:

~~Upon at least ten (10) days prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of~~

~~America.~~

~~If any Notice is transmitted by email or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of transmission.~~

9.310.3 Third Party Beneficiaries. Any claims of third-party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of ~~Developer~~Owner.

9.410.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

9.510.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the ~~Developer~~Owner or ~~Developers~~Owners affected by the amendment.

9.610.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

9.710.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

9.810.8 Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the ~~Developer~~Owner, whose property is affected by the recording and the City.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

CLINTON CITY CORPORATION:

Brandon Stanger, Mayor

ATTEST:

Lisa Titensor, City Recorder

I (we), _____, _____ being duly sworn, depose and say that I (we) am (are) the ~~Developer~~^{owner}(s) of the property identified in the attached agreement and that the statements contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

~~Mike Hatch~~
~~President of Foothill Ditch LLC / Landd~~

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

Residing in: _____

My Commission Expires: _____

EXHIBIT A
Description of Property~~ANNEXATION AREA~~



EXHIBIT B
Concept Plan ~~**SUBJECT AREA**~~

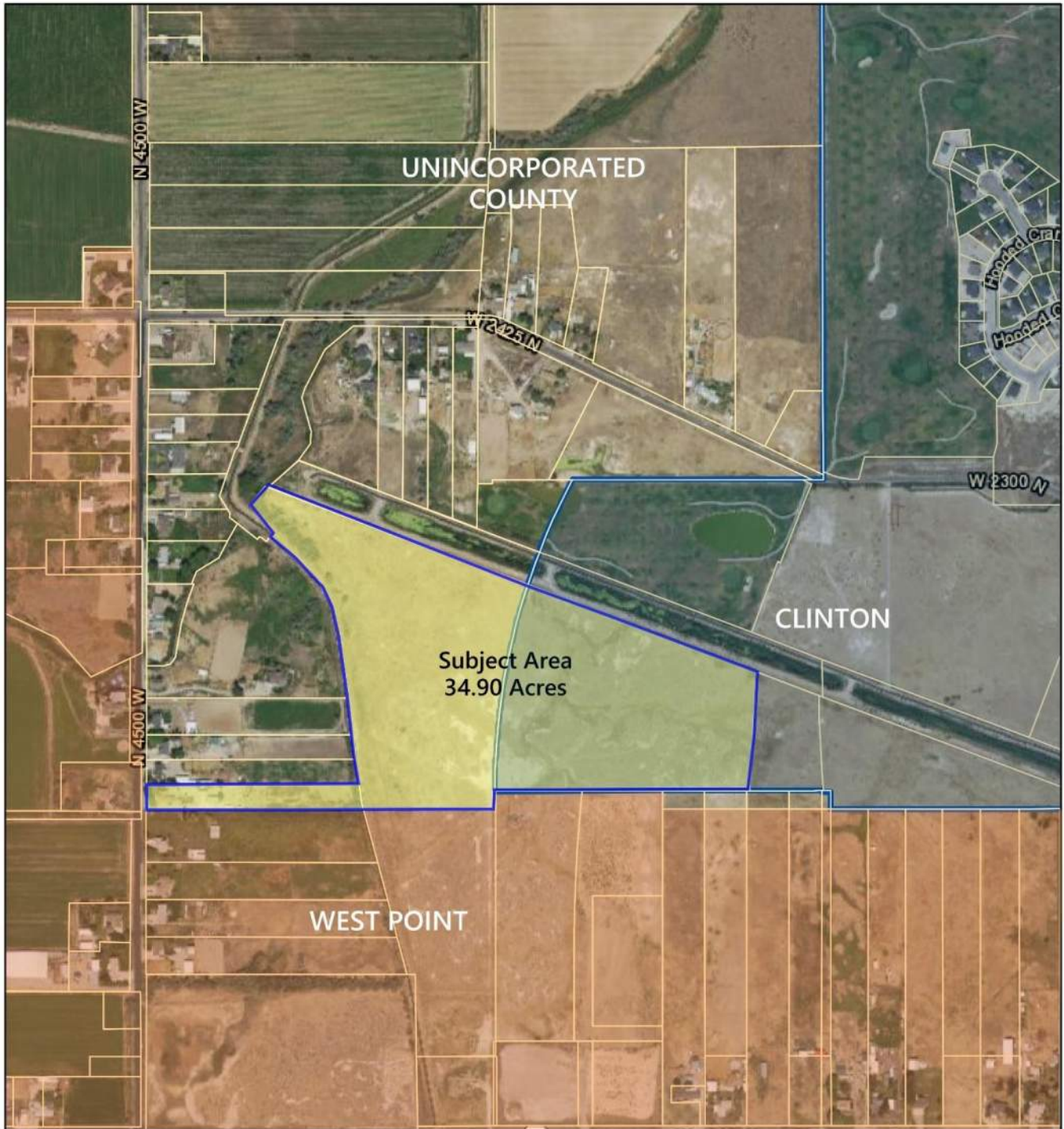


EXHIBIT C
ZONING MAP
EMIGRATION TRAIL EXTENSION

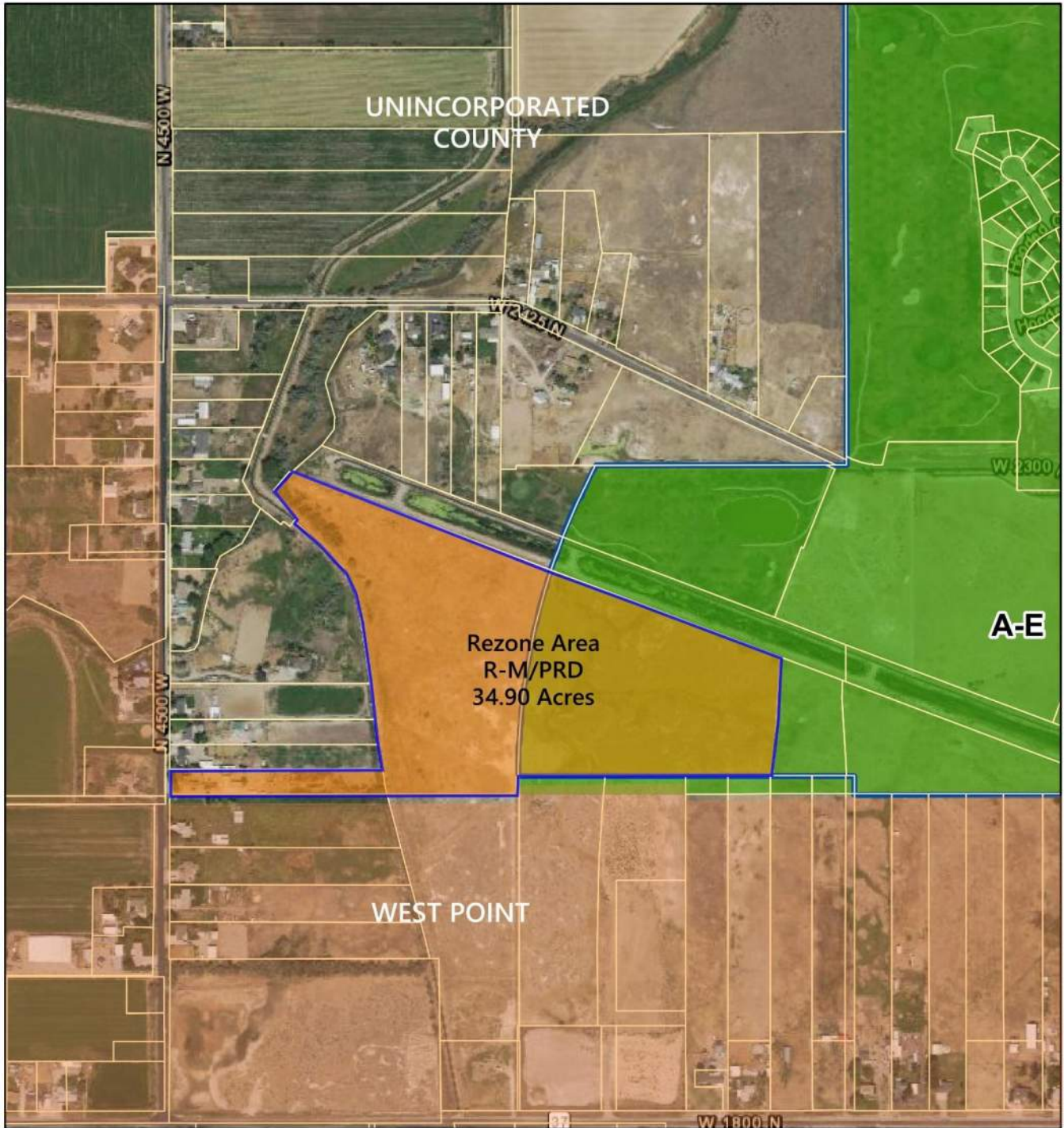


EXHIBIT D OPEN SPACE AMENITY PLANS CONCEPT PLAN

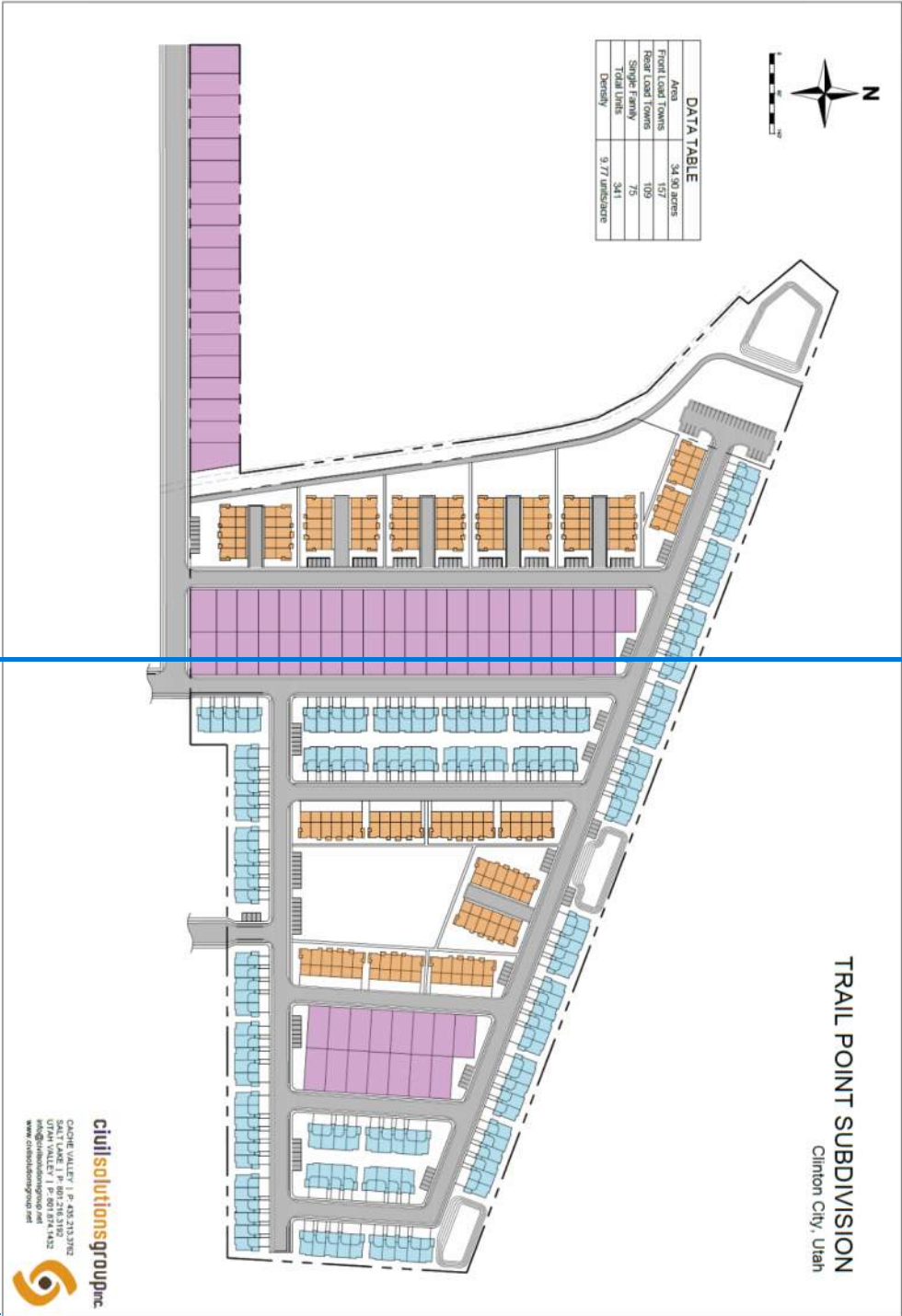
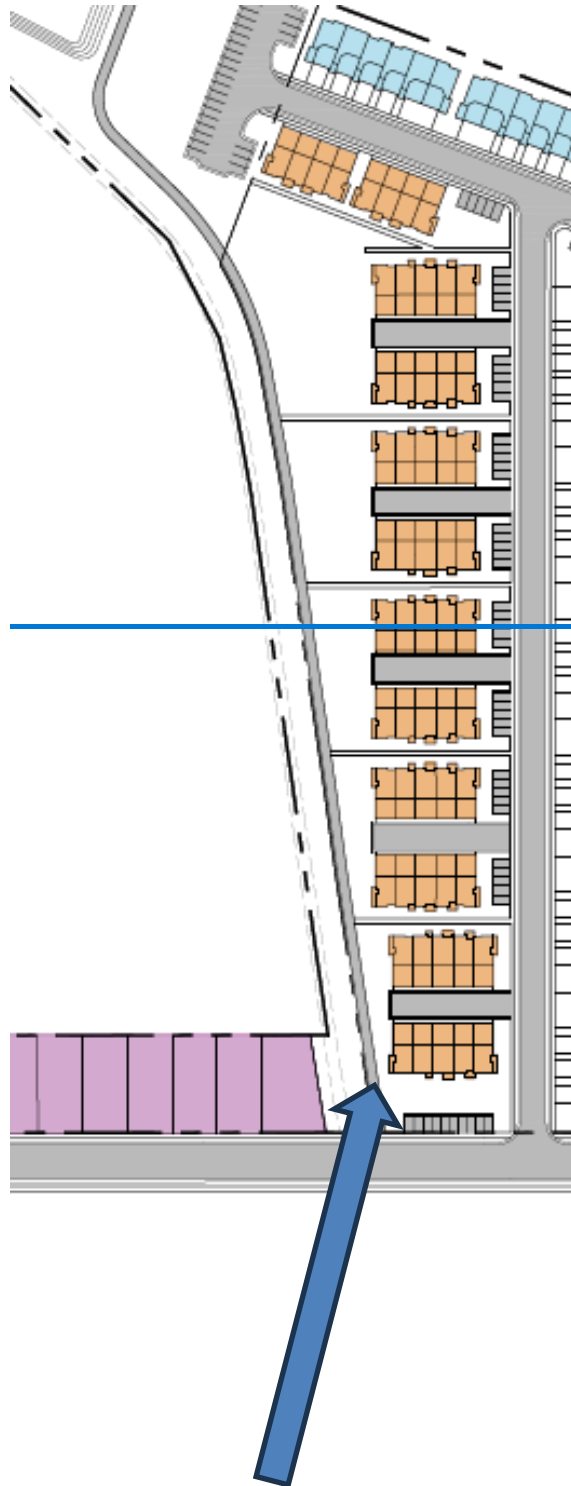


EXHIBIT E
EMIGRATION TRAIL ARCHITECTURAL/DESIGN CONCEPTUAL
RENDERINGS



|

EXHIBIT F
PARK DEDICATION



EXHIBIT G **SITE AMENITIES**



5-12 TOT LOT	1
BENCHES	2
PET WASTE STATIONS	2
SIDEWALKS	300'
TREES	62

TRAILSIDE **SITE 1**



EXHIBIT G
SITE AMENITIES

SOCCER PARK
SITE 2

TABLE SOCCER PAIR	1
BENCHES	2
WASTE STATIONS	1
TREES	11



DOG PARK
SITE 3

BENCHES	4
PET WASTE STATIONS	1
TREES	8
FENCING	350'



EXHIBIT G

SITE AMENITIES

5-12 TOT LOT	1
PAVILION (20X20)	1
GREEN VALLEY TABLE 8'	4
PICKLEBALL COURT	2
TRASH RECEPTACLES	2
BENCHES	4
PET WASTE STATIONS	2
SIDEWALKS	350'
TREES	73



EXHIBIT H
GENERAL UTILITY CONNECTION POINTS



EXHIBIT E1
CONCEPTUAL BUILDING ELEVATIONS
FRONT-LOADED TOWNHOMES



EXHIBIT I
CONCEPTUAL BUILDING ELEVATIONS
FRONT-LOADED TOWNHOMES



EXHIBIT I
CONCEPTUAL BUILDING ELEVATIONS
REAR-LOADED TOWNHOMES



EXHIBIT I
CONCEPTUAL BUILDING ELEVATIONS
REAR-LOADED TOWNHOMES



EXHIBIT I
CONCEPTUAL BUILDING ELEVATIONS
SINGLE-FAMILY HOMES



EXHIBIT J
WEST POINT SEWER SERVICE AREA



When Recorded Return to:

Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403

**AGREEMENT FOR ANNEXATION AND DEVELOPMENT OF LAND
BETWEEN CLINTON CITY AND NILSON LAND HOLDINGS, LLC
(Approx. 2088 North 4500 West, Clinton, UT)**

THIS AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND (“**Agreement**”) is made and entered into this ___ day of ____, 20__, (“**Effective Date**”) between Clinton City, a municipal corporation of the State of Utah (“**City**”), and Nilson Land Holdings, LLC (“**Developer**”). City and Developer collectively referred to as the “Parties” and separately as “Party.”

RECITALS

WHEREAS, Foothill Ditch, LLC and Terraform Development LLC (together “**Foothill**”) are the owners of certain property, consisting of approximately 34.90 acres, located at approximately 2088 North 4500 West, known by the following tax identification numbers: 14-175-0005, 14-038-0067, & 14-038-0083 (“**Property**”). The Property is further described on Exhibit A, attached hereto and incorporated herein.

WHEREAS, City and Foothill previously entered into *Agreement for Annexation and Development of Land*, dated 27 August 2024 _____ and recorded in the Office of the Davis County Recorder as entry number 3621984, Book 8772, Page 342-371, for annexation and development of the Property (“**Foothill DA**”). The Foothill DA contained terms regarding vested rights and certain development entitlements on the Property.

WHEREAS, Developer is currently under contract to purchase the Property from Foothill, which purchase will include all entitlements and rights to the Property, including all rights, benefits, and obligations under the Foothill DA.

Developer intends to develop the Property in accordance with the terms of this Agreement (“**Project**”). Therefore, Developer and City desire to enter into this Agreement, which upon completion of the purchase of the Property from Foothill, shall replace and supersede the Foothill DA in all respects, and to record a termination of the Foothill DA with the Davis County Recorder. The Parties intend that this Agreement to allow Developer and City to agree on issues such as land use density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the Project, all in accordance with the Concept Plan, attached hereto as Exhibit B and incorporated herein (“**Concept Plan**”); and

WHEREAS the City believes that entering into the Agreement with Developers is in the best interest of the city, and the health, safety, and welfare of its residents.

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

1 Interpretation and Conditions Precedent.

1.1 Interpretation. Whenever in this Agreement:

- 1.1.1** the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;
- 1.1.2** there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;
- 1.1.3** the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and
- 1.1.4** there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated. Council Approval. This Agreement shall not take effect until the Clinton City Council has legislatively approved this Agreement, and all parties have signed.

1.2 Closing of Foothill Purchase. Without regard to the Effective Date, the obligations of either party under this Agreement are expressly conditional upon the closing of the purchase and sale transaction between Developer and Foothill for conveyance of the Property. If such closing fails to take place, this Agreement shall be of no force and effect..

2 Vesting.

- 2.1 Current Zoning.** As of the Effective Date, no further zoning change or amendment to the zoning ordinances is needed to fully develop the Project in accordance with the Concept Plan. Vested Rights. The Parties specifically intend and agree that this Agreement grants to the Developer “vested rights” to the maximum extent possible under law and equity, as that term is construed in Utah’s common law and pursuant to UTAH CODE § 10-9a-509. Accordingly, the Developer has the right to develop the property in accordance with the City’s ordinances in place as of the Effective Date and this Agreement, without modification by the City except as specifically provided in this Agreement.
- 2.3 Exceptions to Vested Rights.** The following City laws, as may be modified in the future, are excepted from vesting, and shall apply as they exist at the time of application:

- 2.3.1** City laws that Developer agrees in writing apply to the Project;
- 2.3.2** City laws that are both generally applicable to all properties in the City' jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;
- 2.3.3** City's development standards, engineering requirements, approval, and supplemental specifications applicable to public works, and any City Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;
- 2.3.4** Lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way Developer's right to challenge taxes imposed by City, which right to challenge is hereby reserved;
- 2.3.5** Changes to the amounts of utility rates, service fees or charges, or fees for the processing of Development Applications that are generally applicable to all development within City's jurisdiction and that are adopted pursuant to state and local law.
- 2.3.6** Changes authorized under Utah Code §10-9a-509, or its successor statutes.
- 2.4** Vested Density. Project is vested with residential uses at a base density of 8 units per gross acre. Residential product types vary as generally depicted on the Concept Plan. Total Unit density shall not exceed the density reflected in the Concept Plan.
- 2.5** Conflicts. Development shall take place in accordance with the terms of this Agreement, the State Code, and the City's code in effect on the Effective Date. In the event of any conflicts, this Agreement shall control.
- 2.6** Material Changes. Approval of this Agreement includes approval of the attached Concept Plan, which is expressly understood to be conceptual and not final. Any material changes during development of the Project, meaning an increase in overall density or an increase of the ratio of townhomes to detached single family homes by more than three percent (3%), require an amendment to this Agreement. Other changes are not considered material and may be approved administratively by City staff.
- 2.7** Reserved Legislative Powers. Nothing in this Agreement shall limit the City's future exercise of its police power in enacting generally applicable amendments to its land use code after the Effective Date.

3 Owner's Association.

3.1 Association Formation. Prior to the final recording of any residential subdivision within the Project, a Homeowner's Association ("HOA") shall be formed and organized and covenants, conditions, and restrictions applicable to the Project ("CC&Rs") shall be recorded against the Property.

3.2 Owner Occupancy. The Parties intend that some units in the Project be reserved for owner-occupied housing, in order to benefit City residents. Developer accordingly agrees to deed restrict 50% of the units in the project to require owner occupancy of those units. Such deed restriction shall be placed in the CC&Rs and shall be enforced by the HOA. The owner occupancy restriction shall terminate 10 years following the adoption of the CC&Rs, and may not be amended or removed from the CC&Rs without the express written consent of City.

3.3 The CCRs shall establish the City with a controlling interest in the HOA for the matter of voting to dissolve the HOA. Provisions of the CCRs that are reflected in this Agreement shall not be changed by any future HOA board or HOA's members without written consent of the City. This provision shall terminate 10 years following the adoption of the CC&Rs.

4 Development Obligations.

4.1 Overall Site Amenities and Emigration Trail

4.1.1 Developer shall dedicate property for the Emigration Trail Extension to the City as shown on Exhibit C. Developer shall construct a 10' foot-wide asphalt trail surface upon the dedicated property and construct a 6' vinyl fence in between the Trail area and the canal right of way. Building setbacks shall be 10' from the near edge of the Emigration Trail Extension corridor.

4.1.2 Developer shall dedicate property for a public park to the City as shown on Exhibit B. The park shall also serve as a detention basin for the project.

4.1.3 Developer will construct the parking and amenities as shown on Exhibit D.

4.1.4 Developer will provide restroom facilities as shown on Exhibit B. The restroom facilities will consist of two single user fully accessible flush restrooms. The Developer's responsibility for the cost of the restroom facilities, including installation, shall not exceed \$150,000. If the total cost of the restroom facilities is estimated to exceed \$150,000, Developer and City will meet and confer regarding a solution, which shall be either a cost-share arrangement whereby the City covers the overage amount, or a change to the specifications of the required facilities such that the total cost does not exceed \$150,000.

4.1.5 Developer will provide the utility connections necessary for power, culinary water, and sanitary sewer service to the restroom facilities.

- 4.1.6 Developer will provide other site amenities as shown on Exhibit B.
- 4.1.7 Developer will provide fencing along the perimeter of the property. Fencing materials used throughout the exterior and interior of the Property, in may include a combination of private and semi-private vinyl.
- 4.1.8 Developer shall provide the amenities listed on Exhibit D, Amenities shall be of a quality, size, and design as the renderings shown on Exhibit D All non-street areas outside the townhome building footprint shall be common area, open or limited open space shown thereon meets Developer's obligation to provide open space. All open space areas in the Project, outside of designated public parks, shall be common areas owned and maintained by the HOA. City shall have no responsibility for maintenance of such areas. Likewise, the HOA shall have no obligation to allow public uses or access on any such amenities, open space, or common areas, unless otherwise designated by Developer on a final plat.

4.2 Community and Architectural Design Standards

- 4.2.1 As a planned development, the Project will feature certain architectural design standards ("Standards") as specified herein, in order to ensure quality exterior appearance. Compliance with these Standards shall be the responsibility of the Developer. To the extent that the Standards in this Agreement conflict with City Ordinances, this Agreement controls. Conceptual renderings of homes that meet these Standards are depicted in Exhibit E.
- 4.2.2 The following exterior materials are approved: Brick, Stone, Stucco, Fiber-Cement Siding, Pre-finished Vinyl and Metal Siding, Exposed Architectural Concrete, Colored/Textured CMU Block.
- 4.2.3 The following garage configurations are approved: 1-car, 2-car, Front-facing, Side-facing, Alley-loaded, Detached.
- 4.2.4 Fencing for screening of residential units from streets is not required.
- 4.2.5 Use of color in residential exterior elevations is permitted. No restriction on color shall be imposed by the City.
- 4.2.6 The following building height limits apply to buildings in the Project:

Single Family Homes	35'
Townhomes	35'
Accessory Buildings	20'

- 4.2.7 Residential front, rear, and side elevations will be designated by Developer on building permit applications.

4.2.8 The following building setbacks apply for single family detached residential units:

<u>Front Yard:</u>	Street-Facing Garage (Public Road)	22'
	Street-Facing Garage (Private Drive)	20'
<u>Side Yard:</u>	between buildings.	10'
	Zero lot line configuration is permitted.	0'
<u>Rear Yard:</u>		10'
<u>Corner Lot:</u>	Side yard abutting road	15'

4.2.9 The following building setbacks apply for townhome units:

<u>Front Yard:</u>	Street-Facing Garage (Public Road)	22'
	Street-Facing Garage (Private Drive)	20'
<u>Side Yard:</u>	between buildings.	15'
<u>Rear Yard:</u>		10'

4.2.10 The following parking requirements apply:

<u>Single Family Detached:</u>	Minimum of 3 off-street parking spaces. This includes the garage and driveway
<u>Townhomes:</u>	Minimum of 2 off-street parking spaces. This includes the garage and driveway
<u>Guest Parking:</u>	Minimum of 53 off-street parking spaces, not including the garages and driveways of residences.

4.2.11 Rooflines shall not be flat, unless used as a small shed roof over a boxout or other architectural accent feature.

4.2.12 Townhome units may have a single building elevation where the elevation has a range of materials (masonry, fiber cement siding, trim, etc.).

4.2.13 Garbage cans for residences on shared private access shall be required by CC&R's to be placed for collection upon a public street or upon the stem of the drive between the edge of the building and the public street.

5 Phasing

5.1 Phasing. The Property may be developed in Phases.

5.2 The Development will be phased as justified market demand, subject to the specific requirement of this Agreement that necessary and adequate infrastructure be in place or constructed to ensure adequate and equal service to the property.

5.3 Phase Planning. Planning for each phase will include planning for public infrastructure and improvements to be installed with each phase, in accordance with the Concept Plan, and as may be required as phased development proceeds.

6 Transfer of Units

6.1 Successor Developer. Developer may sell or transfer one or more portions of the Project to one or more sub-developers (“**Successor Developer**”), selected by Developer. Developer may do so without modification of this Agreement. The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer’s portion of the Project in accordance with this Agreement. Upon such sale Successor Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer, and Developer will no longer be obligated under this Agreement in any respect with regard to the portion of the Property sold to the Successor Developer. The City agrees to release Developer from any obligation under this Agreement upon Developer providing proof of acceptance of the obligation to be released from its successor. Developer will retain all rights and obligations hereunder with respect to unsold or untransferred portions of the Property.

6.2 Default of Successor Developer. In the event of a default by a Successor Developer, Developer may elect, in their discretion, to cure the default of such Successor Developer.

7 System Infrastructure & Reimbursement.

7.1 Reimbursement. Developer or Successor Developers may, from time-to-time, install and construct System Improvements (as that term is defined in the Utah Impact Fees Act) for the benefit of the Public. To the extent that such improvements go beyond the Project’s proportionate impact, the City shall add such improvements to its impact fee facilities plan, and reimburse or credit Developer for such facilities as required by the rough proportionality test found in Utah Code § 10-9a-508, and in the Nollan/Dolan line of cases and by the Utah Impact Fees Act.

7.2 Upsizing. The City shall not require the Developer to “upsized” any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless the City agrees to reimburse Developer for the marginal cost difference of the upsizing.

7.2.1 Lift Station. City will upgrade the Cranefield Lift Station for the purpose of increasing its capacity to serve both the Project and future users. Developer will pay its pro-rata share of the cost of the upgrade through impact fees paid to the City at the time each building permit for a residence in the Project is issued. City will add the lift station to the City’s Impact Fee Facilities Plan applicable to the portions of the City that will use the lift station capacity.

8.1 Permits. City shall not unreasonably withhold or delay the issuance of any permits except as defined in sections above.

8.2 Bonding. City shall permit Developer to post a letter of credit from a federally insured financial institution in a form reasonably acceptable to the City and from an institution for all warranty bonds required for the development of the Property. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot be reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner.

9.3 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 or remedy such default is pursued, including, but not limited to proceedings to compel specific performance by the Party in default or breach of its obligations; and

9.4 If Developers fail to comply with applicable City codes, regulations, laws, agreements, conditions of approval, or other established requirements, City is authorized to issue orders requiring that all activities within the development cease and desist, that all work therein be stopped, also known as a “Stop Work” order.

9.5 For the purpose of any other provisions of this Agreement, neither City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

9.6 Any 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 operate to eliminate any of 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.

10.1 Successors and Assigns of Owner. This Agreement shall be binding upon Developer and their successors and assigns, and where the term “Developer” is used in this Agreement it shall mean and include the Successor Developers.

10.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the “**Notices**”) must be in writing and must be delivered personally

or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Developer:

Nilson Land Holdings, LLC
Attn: Lacy Richards
1740 Combe Road, #2
South Ogden, Utah 84403
Email: lacy.richards@nilsonld.com

With a Copy To:

Dentons Durham Jones Pinegar
Attn: Brent Bateman
1557 W Technology Way #400
Lehi, UT 84043
Email: brent.bateman@dentons.com

To City:

Clinton City Corporation
2267 North 1500 West
Clinton City, UT 84015
Attn: Trevor Cahoon, City Manager

With a Copy To:

10.3 Third Party Beneficiaries. Any claims of third-party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Developer.

10.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

10.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Developer or Developers affected by the amendment.

10.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

10.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the

part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

10.8 Recordation. This Agreement shall be recorded upon approval and execution of this agreement by the Developer, whose property is affected by the recording and the City.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

CLINTON CITY CORPORATION:

Brandon Stanger, Mayor

ATTEST:

Lisa Titensor, City Recorder

I (we), _____, _____ being duly sworn, depose and say that I (we) am (are) the Developer(s) of the property identified in the attached agreement and that the statements contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

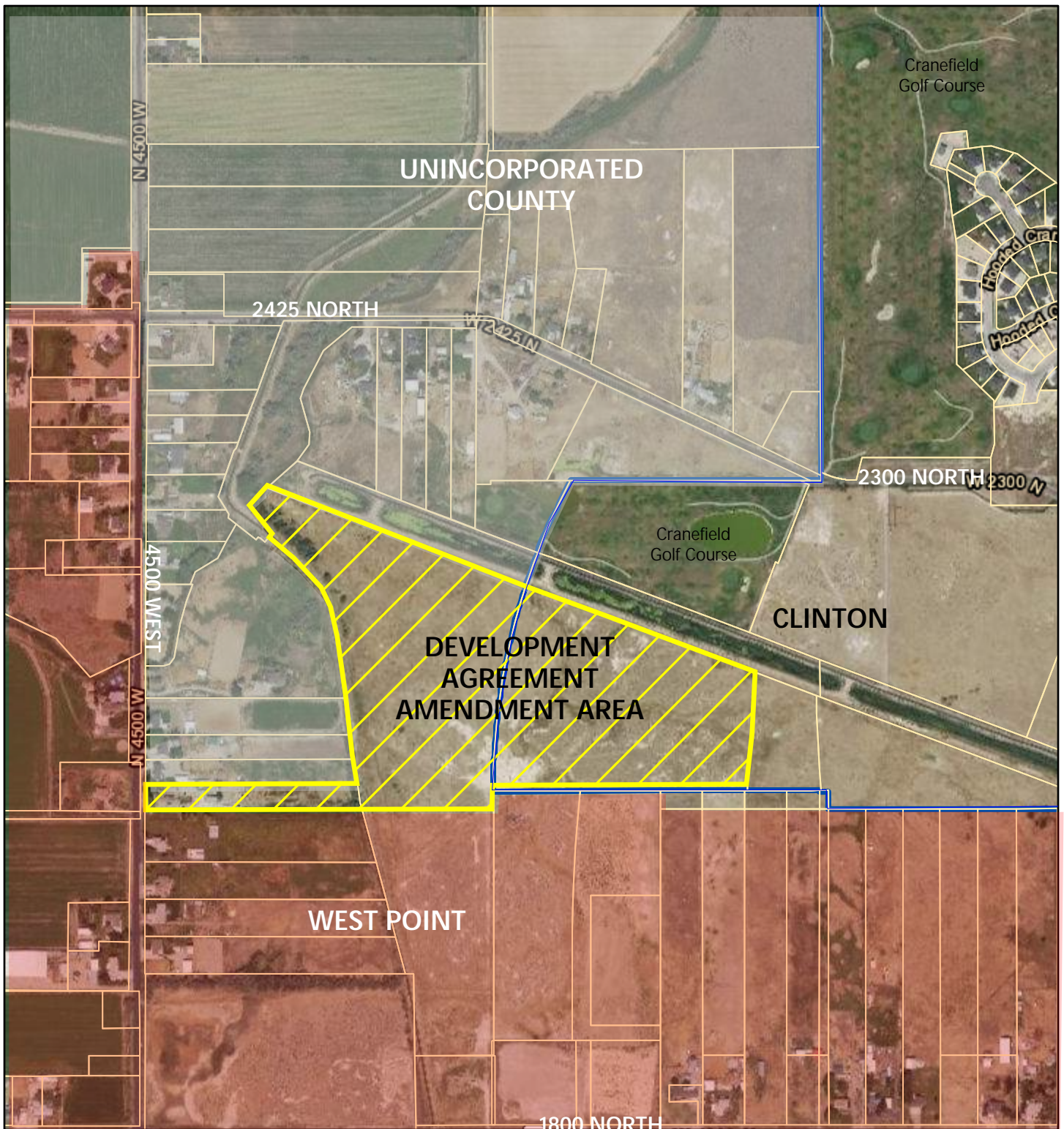
Subscribed and sworn to me this _____ day of _____ 20__



Notary Public

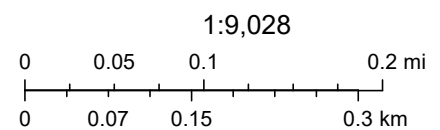
Residing in: _____

My Commission Expires: _____

EXHIBIT A



-  Parcels
-  City Boundary





September 11, 2025



EXHIBIT B



Site Summary

Product Type	UNITS
Single-family (Front-load)	42
Single-family (Rear-load)	12
Single-family (Private Drive)	24
Total Single-family	75 28%
Townhomes (Front-load)	28
Townhomes (Rear-load)	62
Townhomes (Private Drive)	100
Total Townhomes	190 72%
Total Units	265

PARKING
GUEST PARKING STALLS 53

September 11, 2025

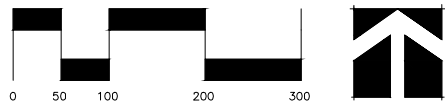


EXHIBIT B

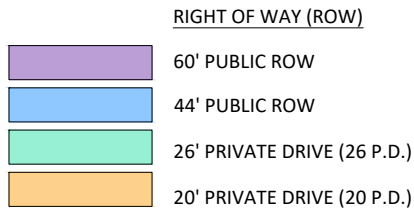
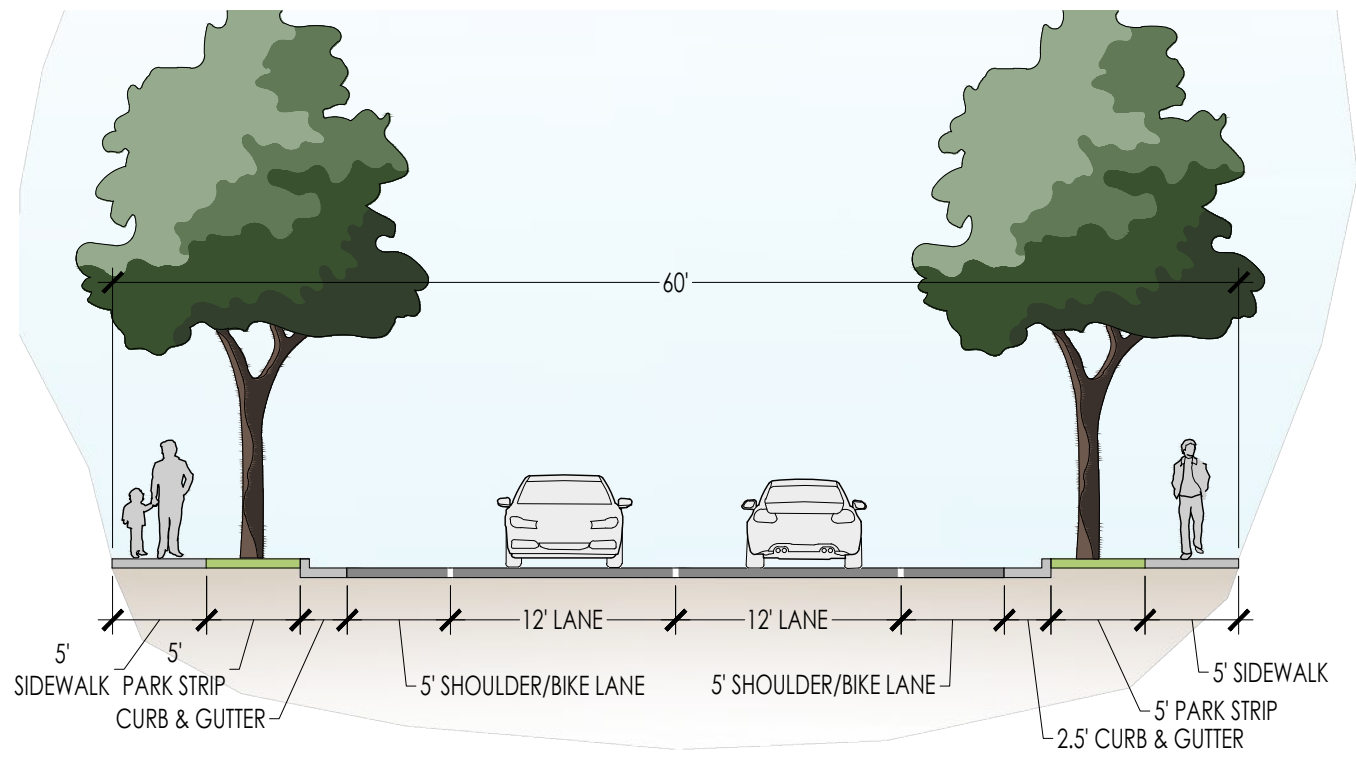
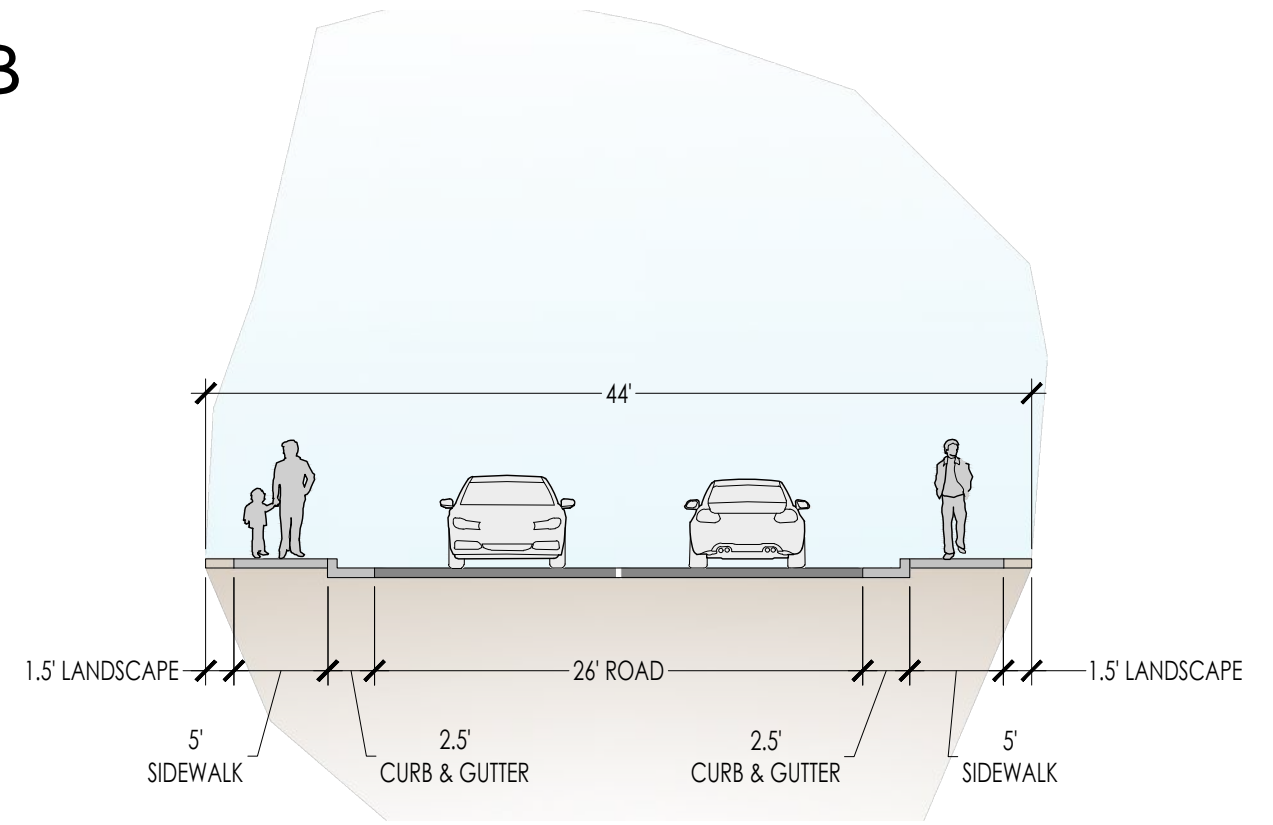


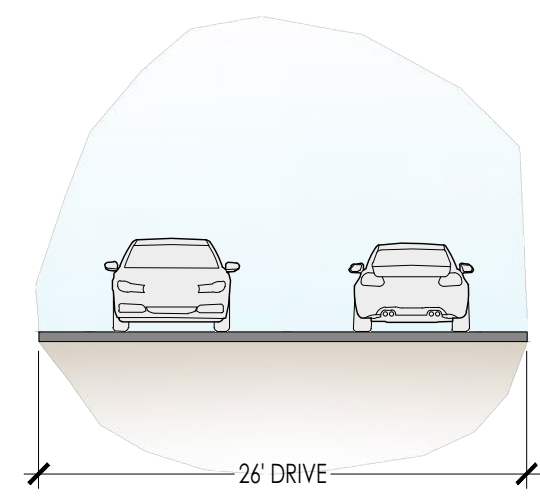
EXHIBIT B



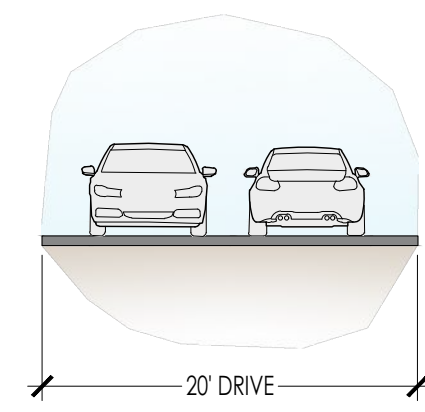
60' Public ROW Cross Section



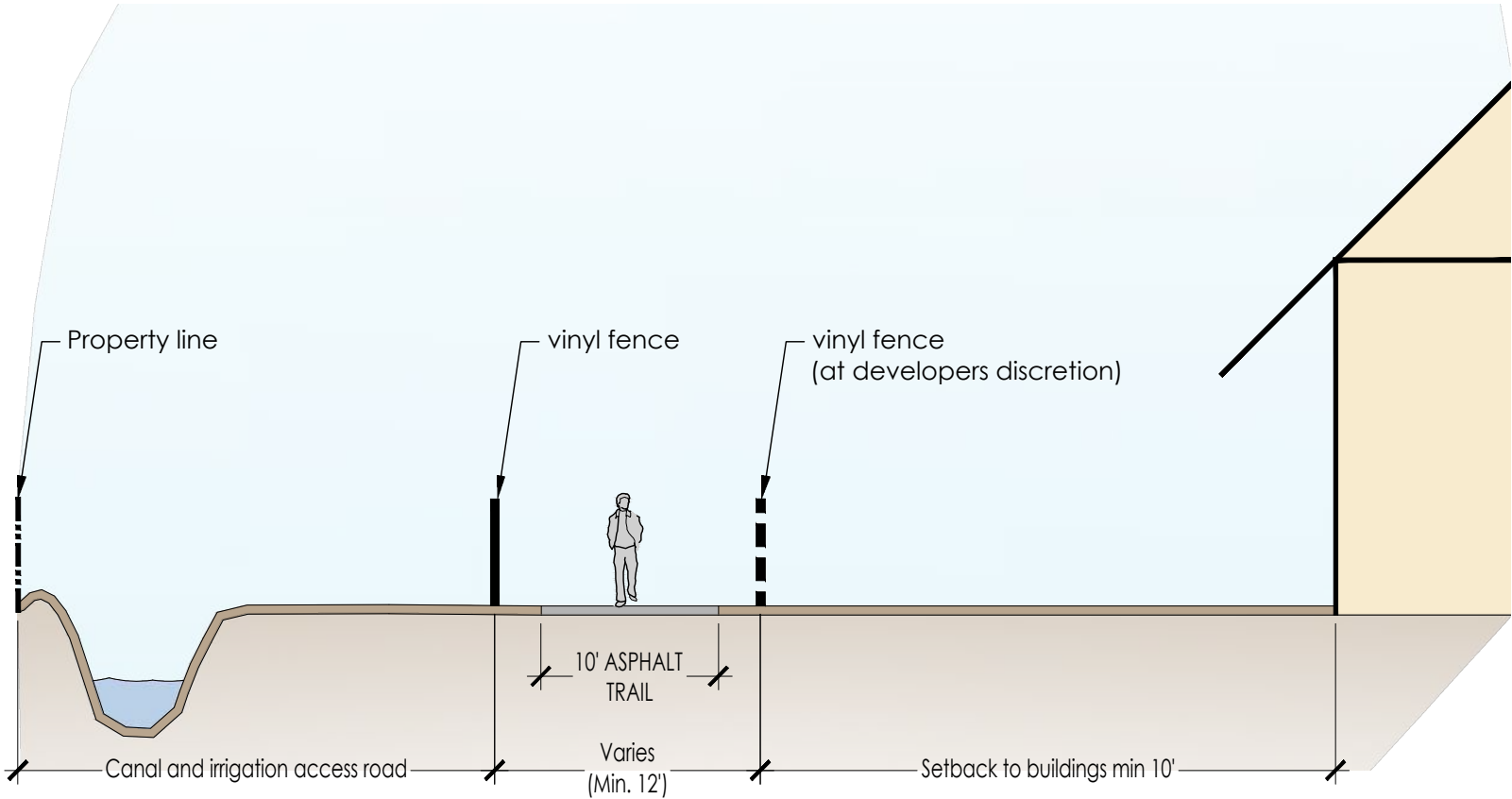
44' Public ROW Cross Section



26' Private Drive Cross Section



20' Private Drive Cross Section



Trail Cross Section

September 11, 2025



EXHIBIT D

OPEN SPACES

CODE	DESCRIPTION
1	COMMUNITY PARK (PUBLIC) - PAVILION 20'X20' - RESTROOMS (2 UNISEX) - PLAYGROUND (MIN 2 SLIDES) - PUBLIC TRAIL - DETENTION (CLINTON STORM DRAINAGE)
2	NEIGHBORHOOD PARK 1 (HOA, PRIVATE) - PICNIC PAVILION 16'X16' - TOT LOT (MIN 1 SLIDE)
3	NEIGHBORHOOD PARK 2 (HOA, PRIVATE) - PICNIC PAVLION 16'X16'
4	DOG PARK (HOA, PRIVATE) - FENCED DOG PARK AREA - DETENTION (WEST POINT STORM DRAIN)
5	HOA PRIVATE OPEN SPACE



EXHIBIT E



HALEY - TRANSITIONAL



HALEY - FARM HOUSE

EXHIBIT E



ASHLYN - TRANSITIONAL



ASHLYN - FARM HOUSE



ASHLYN - MOUNTAIN MODERN

EXHIBIT E



ELIZABETH - TRANSITIONAL



ELIZABETH - FARM HOUSE



ELIZABETH - MOUNTAIN MODERN

EXHIBIT E



OLIVIA - FARM HOUSE 1



OLIVIA - FARM HOUSE 2



OLIVIA - FARM HOUSE 3

EXHIBIT E



TAHOE - FARM HOUSE



TAHOE - MOUNTAIN MODERN



NORDIC - FARM HOUSE



NORDIC - TRANSITIONAL

EXHIBIT E



BRIGHTON - FARM HOUSE



BRIGHTON - TRANSITIONAL



BRIGHTON - MOUNTAIN MODERN



BRIGHTON - CRAFTSMAN

EXHIBIT E



ALTA - FARM HOUSE



ALTA - TRANSITIONAL



ALTA - MOUNTAIN MODERN



ALTA - CRAFTSMAN

EXHIBIT E



BASIN - FARM HOUSE



BASIN - TRANSITIONAL



BASIN - MOUNTAIN MODERN



BASIN - CRAFTSMAN

EXHIBIT E



VILLAGE TOWNHOMES - FRONT



VILLAGE TOWNHOMES - END



TRAILSIDE TOWNHOMES - FRONT

ATTACHMENT F

SECTION-BY-SECTION COMPARISON OF KEY SUBSTANTIVE AGREEMENT CHANGES

SECTION / TOPIC	TRAIL POINT DA (FOOTHILL) SUMMARY	TRAILS EDGE DA (NILSON LAND HOLDINGS) SUMMARY	KEY DIFFERENCES AND NOTES
VESTING (Art. 3 vs. Sect. 2)	<ul style="list-style-type: none"> • Vested rights under Utah law; develop per City ordinances as of Effective Date. • Base density 8 units/acre, with bonus density up to 12 units/acre. • Bonus density tied to amenities and open space credits. • Fees explicitly stated as not vested. • Conflicts resolved in favor of Agreement. • Amendments for material changes required. • Reserved legislative police powers. 	<ul style="list-style-type: none"> • Vested rights likewise recognized per Utah Code. • Fixed base density of 8 units per gross acre; no explicit bonus density mechanism detailed. • Material changes defined as density or product mix changes >3%, requiring amendment • Fees/exceptions consistent with law. • Concept Plan approval is conceptual, clarifies administrative review for non-material changes. • Reserved legislative police powers restated. 	<ul style="list-style-type: none"> • Trails Edge removes bonus density provision, simplifying vested density. • More explicit administrative discretion over non-material amendments. • Concept Plan referenced as conceptual location for changes.
OWNER'S ASSOCIATION (Art. 4 vs. Sect. 3)	<ul style="list-style-type: none"> • HOA formation mandatory prior to final plat. • CCR amendments require 67% owner approval. • City has controlling interest in HOA dissolution votes. • CCR changes require City consent. 	<ul style="list-style-type: none"> • HOA formation required prior to subdivision recording. • 50% owner-occupancy deed restriction on units for 10 years, enforced via CCRs. • City retains controlling interest for HOA dissolution for 10 years. • CCR amendments restricted without City's permission during the restriction term. 	<ul style="list-style-type: none"> • Trails Edge adds explicit owner-occupancy deed restriction (not present before). • Trails Edge omits 67% assent requirement for rehearing/amendment of CCRs. • Strengthened City control over HOA for defined period. • Owner occupancy term is new and significant.

SECTION-BY-SECTION COMPARISON OF KEY SUBSTANTIVE AGREEMENT CHANGES

SECTION / TOPIC	TRAIL POINT DA (FOOTHILL) SUMMARY	TRAILS EDGE DA (NILSON LAND HOLDINGS) SUMMARY	KEY DIFFERENCES AND NOTES
DEVELOPMENT OBLIGATIONS (Art. 5 vs. Sect. 4)	<ul style="list-style-type: none"> Emigration Trail dedication with 6' vinyl wood-textured fence. Park dedication serving as detention basin. Restroom modeled after Powerline Park, max \$150,000. Site amenities shown in Exhibits. Vinyl fencing combination. Architectural standards specify 30% masonry, roof pitch min, window trim, façade variations. Garbage can placement rules. Phasing linked to infrastructure needs. <ul style="list-style-type: none"> - Parking and setback standards present. 	<ul style="list-style-type: none"> Emigration Trail extension added with 10' asphalt trail surface plus 6' vinyl fence. Park dedication serving as detention basin. Restroom facilities capped at \$150,000, with cost-share if over budget. Amenities listed in Exhibits with HOA maintenance. Vinyl fencing similar, with allowance for private/semi-private. Architectural standards expanded: approved materials, no exterior color restriction, specified building heights and setbacks. Garbage can placement mandated. Phasing tied to market demand and infrastructure. Parking minimums more detailed. 	<ul style="list-style-type: none"> Trails Edge adds trail surface detail (asphalt trail) Restroom facility specs allow cost-sharing beyond cap. More permissive on exterior colors. Building height limits explicitly stated. Parking and setback standards more detailed. HOA maintenance responsibility clarified. Phasing linked explicitly to market demand. Adds building elevations designation responsibility to Developer.
PHASING (Art. Art 5.3 vs. Sect. 5)	<ul style="list-style-type: none"> Phasing allowed per market demand. Infrastructure phased accordingly. Planning required with each phase. 	<ul style="list-style-type: none"> Phasing per market demand. Equal service to property ensured. Phase planning linked to Concept Plan and phased development needs. 	<ul style="list-style-type: none"> Both substantially aligned. Trails Edge adds focus on equal infrastructure service among phases. Concept Plan emphasis stronger in Trails Edge.

SECTION-BY-SECTION COMPARISON OF KEY SUBSTANTIVE AGREEMENT CHANGES

SECTION / TOPIC	TRAIL POINT DA (FOOTHILL) SUMMARY	TRAILS EDGE DA (NILSON LAND HOLDINGS) SUMMARY	KEY DIFFERENCES AND NOTES
TRANSFER OF UNITS (Art. 6vs. Sect. 6)	<ul style="list-style-type: none"> Owner may transfer portions to Successor Developers. Successors inherit rights and obligations. Owner relieved upon proof of successor acceptance. Owner may cure default of successors. 	<ul style="list-style-type: none"> Developer allowed similar transfer rights. Successors assume rights and obligations. Developer released upon proof of successor acceptance. Developer may cure successor defaults by discretion. 	<ul style="list-style-type: none"> Only minor terminology changes Owner → Developer. Same transfer and cure principles. City release conditional on documented successor acceptance unchanged.
SYSTEM INFRASTRUCTURE & REIMBURSEMENT (Art. 6.5–6.6 vs. Sect. 7)	<ul style="list-style-type: none"> Owner or successors can install public benefit system improvements. City must reimburse or credit for improvements exceeding impact. City cannot require upsizing without reimbursing marginal cost. Owner pays for Lift Station upgrade upfront, reimbursed by future impact fees. Lift Station added to Impact Fee Plan. 	<ul style="list-style-type: none"> Developer or successors may install system improvements. City required to reimburse or credit per Utah Impact Fees Act. Upsizing only required with reimbursement. Developer pays pro-rata cost of Lift Station upgrade incrementally via impact fees at permit issuance. Lift Station included in Impact Fee Facilities Plan. 	<ul style="list-style-type: none"> Lift Station payment changed from full upfront cost to pro-rata impact fee payments over time. Reimbursement terms clarified to conform with law. More developer-friendly Lift Station cost terms.

SECTION-BY-SECTION COMPARISON OF KEY SUBSTANTIVE AGREEMENT CHANGES

SECTION / TOPIC	TRAIL POINT DA (FOOTHILL) SUMMARY	TRAILS EDGE DA (NILSON LAND HOLDINGS) SUMMARY	KEY DIFFERENCES AND NOTES
PERMITS AND BONDING (Art. 7 vs. Sect. 8)	<ul style="list-style-type: none"> City won't unreasonably withhold or delay permits. Owner can post letters of credit for warranty bonds. Completion date and access rights specified. 	<ul style="list-style-type: none"> City won't unreasonably withhold/delay permits. Developer can post letters of credit for warranty bonds. Expanded rights for extensions and cure provisions. 	<ul style="list-style-type: none"> Similar permit requirements. Trails Edge clarifies cure and extension rights.
DEFAULT AND REMEDIES (Art. 8 vs. Sect. 10)	<ul style="list-style-type: none"> Breaches must be cured within 30 days or with reasonable efforts started. Stop Work orders authorized. Extensions allowed. Cure period for successor default extended 30 days. 	<ul style="list-style-type: none"> Same 30-day cure requirement. Expanded specifics on enforcement, including specific performance. Force majeure states except financial inability. Extensions must be mutually agreed. Successor default cure discretionary. 	<ul style="list-style-type: none"> Trails Edge expands enforcement powers and formalizes force majeure exceptions. Emphasizes mutually agreed extensions. Greater detail on remedies and default consequences.
SUCCESSORS, NOTICES & GENERAL (Art. 9 vs. Sect. 11)	<ul style="list-style-type: none"> Binding on successors/assigns. Notice procedures detailed. Third party rights denied. Governing law Utah. Integration clause. Attorneys fees to prevailing party. Recording upon approval. 	<ul style="list-style-type: none"> Same provisions with updated party names. Consistent legal and notice standards. 	<ul style="list-style-type: none"> Minor wording updates to reflect Developer terminology. Legal standards unchanged.