

CLEARFIELD CITY ORDINANCE 2026-08

AN ORDINANCE APPROVING THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH LHM DEV WLX, LLC, AS SUCCESSOR-IN-INTEREST TO DISCOVERY DEVELOPMENT, LLC, FOR THE WILCOX FARMS SUBDIVISION PROJECT LOCATED AT APPROXIMATELY 1550 SOUTH 1000 WEST, CLEARFIELD, DAVIS COUNTY, UTAH

PREAMBLE: This Ordinance approves the third amendment to the development agreement with LHM DEV WLX, LLC, as successor-in-interest to Discovery Development, LLC, for the Wilcox Farms Subdivision project located at approximately 1550 South 1000 West, Clearfield, Davis County, Utah.

WHEREAS, Discovery Development, LLC, a Utah limited liability company ("Discovery Development") and the City entered into that certain Development Agreement for Wilcox Farms Subdivision dated as of May 16, 2022, recorded on May 18, 2022, as Entry No. 3477617, Book 8012, Pages 344-387 in the Official Records of Davis County, Utah (the "Development Agreement"); and

WHEREAS, LHM DEV WLX, LLC, a Utah Limited liability company ("Developer"), succeeded to all of Discovery Development's rights, title, and interest as Developer under the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, Developer is developing certain properties situated in Clearfield City, Davis County, Utah, located at approximately 1550 South 1000 West, Clearfield, Utah, as more particularly described in the Development Agreement (the "Properties"); and

WHEREAS, Developer and the City entered into that certain Amendment to the Development Agreement dated June 11, 2025, recorded as Entry No. 3624142, Book 8783, Pages 284-303 in the Official Records of Davis County, Utah (the "Amendment," which constitutes the "First Amendment" to the Development Agreement); and

WHEREAS, Developer and the City entered into that certain Second Amendment to the Development Agreement dated October 31, 2025, recorded as Entry No. 3644892, Book 8884, Pages 1701-1712 in the Official Records of Davis County, Utah (the "Second Amendment"); and

WHEREAS, after a public hearing on the matter, the Clearfield City Planning Commission recommended to the Clearfield City Council that the third amendment to development agreement be approved in accordance with the staff recommendations; and

WHEREAS, following proper notice, as set forth by state law, the City Council held a public hearing on the third amendment to the development agreement and allowed for public comment thereon; and

WHEREAS, after the public hearing, the City Council carefully considered any comments made during the public hearing, the developer's position, as well as the Planning Commission's recommendations regarding the proposed third amendment to the development agreement; and

WHEREAS, the City, acting pursuant to its authority under Title 10, Chapter 20 of the Utah Code Annotated, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the development of the Properties, and in the exercise of its legislative discretion has identified the legal requirement to amend the Development Agreement; and

WHEREAS, following its public deliberation, the City Council has determined that the third amendment to the development agreement proposed by the Planning Commission is in the best interests of Clearfield City and its residents and will most effectively implement the City's planning efforts while allowing the subject property to be put to its highest and best use;

NOW THEREFORE BE IT ORDAINED by the Clearfield City Council that:

Section 1. Development Agreement: The third amendment to the Development Agreement with LHM DEV WLX, LLC, governing the Wilcox Farms Subdivision project located at approximately 1550 South 1000 West is approved and attached hereto as Exhibit "A".

Section 2. Effective Date: This Ordinance shall become effective as those set forth above and its posting in three public places within Clearfield.

Dated this 26th day of May, 2026, at the regularly scheduled meeting of the Clearfield City Council.



CLEARFIELD CITY CORPORATION

Mark R. Shepherd, Mayor

ATTEST

Nancy R. Dean
Nancy R. Dean, City Recorder

VOTE OF THE COUNCIL

AYE: Councilmembers Peterson, Ratchford, and Wurth

NAY: None

ABSENT: Councilmembers King and Thompson

RETURNED

JUN 16 2026

**WHEN RECORDED,
RETURN TO:**

c/o Clearfield City Corporation
55 South State Street
Clearfield, Utah 84015
Attention: Tyson Stoddard

Tax ID Nos.: 12-960-0101 to 0168 and 15-212-0201 to 0256

E 3672351 B 9017 P 1001-1014
KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
6/16/2026 10:48 AM
FEE 0.00 Pgs: 14
DEP AJH REC'D FOR CLEARFIELD
CITY CORPORATION

**THIRD AMENDMENT TO
DEVELOPMENT AGREEMENT
for
WILCOX FARMS SUBDIVISION
between
CLEARFIELD CITY CORPORATION
and
LHM DEV WLX, LLC**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (this "Third Amendment") is entered as of this 2nd day of June, 2026 (the "Effective Date"), by and between CLEARFIELD CITY CORPORATION, a Utah municipal corporation (the "City"), and LHM DEV WLX, LLC, a Utah limited liability company, as successor-in-interest to Discovery Development, LLC ("Developer"). City and Developer are hereinafter sometimes referred to individually as a "Party", and collectively, as the "Parties."

RECITALS

WHEREAS, Discovery Development, LLC, a Utah limited liability company ("Discovery Development") and the City entered into that certain Development Agreement for Wilcox Farms Subdivision dated as of May 16, 2022, recorded on May 18, 2022, as Entry No. 3477617, Book 8012, Pages 344-387 in the Official Records of Davis County, Utah (the "Development Agreement"); and

WHEREAS, LHM DEV WLX, LLC, a Utah limited liability company ("Developer"), succeeded to all of Discovery Development's rights, title and interest as Developer under the Development Agreement; and

WHEREAS, pursuant to the Development Agreement, Developer is developing certain properties situated in Clearfield City, Davis County, Utah, located at approximately 1550 South

1000 West, Clearfield, Utah, as more particularly described in the Development Agreement (the "Properties"); and

WHEREAS, Developer and the City entered into that certain Amendment to the Development Agreement dated June 11, 2025, recorded as Entry No. 3624142, Book 8783, Pages 284-303 in the Official Records of Davis County, Utah (the "Amendment," which constitutes the "First Amendment" to the Development Agreement); and

WHEREAS, Developer and the City entered into that certain Second Amendment to the Development Agreement dated October 31, 2025, recorded as Entry No. 3644892, Book 8884, Pages 1701-1712 in the Official Records of Davis County, Utah (the "Second Amendment"); and

WHEREAS, the City, acting pursuant to its authority under Title 10, Chapter 20 of the Utah Code Annotated, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the development of the Properties, and in the exercise of its legislative discretion has identified the legal requirement to amend the Development Agreement; and

WHEREAS, the Parties now desire to enter into this Third Amendment to the Development Agreement, on the terms and conditions more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the Properties and the terms and conditions herein stated and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, it is agreed as follows:

1. **Recitals; Capitalized Terms.** Except as expressly amended hereby, the foregoing Recitals are hereby incorporated into this Agreement by reference. All capitalized terms used herein but not defined herein shall have the meaning ascribed in the Development Agreement.

2. **Amendment to Section 1, "Definitions."** Section 1 of the Development Agreement, "Definitions," is hereby amended to include the following additional definitions:

"Gross Interior Garage Dimensions" means the interior dimensions of the garage, measured wall to wall.

"Unobstructed Garage Parking Area" means the parking area within the interior of the garage that is free from obstructions including but not limited to stairs, mechanical equipment, or structural appendages.

3. **Amendment to Section 2, "Development of the Properties."** Section 2 of the Development Agreement, "Development of the Properties," is hereby amended by adding subsection "K" as follows:

K. Due to unique lot depth constraints specific to the development, the garage dimension requirements of the Residential Units shall be as follows:

- (i) Residential Units shall have Gross Interior Garage Dimensions of no less than twenty feet (20') wide by twenty feet (20') deep. The Unobstructed Garage Parking Area shall comply with subsections (ii), (iii), and (iv) below.
- (ii) Residential Units with a building footprint length greater than fifty-one feet, six inches (51'6"), as shown on approved building plans and measured from the exterior face of the front foundation wall to the exterior face of the rear foundation (excluding the front porch), may include minimal obstructions within the garage, provided that:
 - the obstruction encroaches into only one of the required parking spaces; and
 - a minimum unobstructed parking depth of no less than seventeen feet, four inches (17'4") is maintained on the single parking space identified to have an obstruction.
- (iii) Residential Units with a building footprint length of fifty-one feet, six inches (51'6") or less, as shown on approved building plans and measured from the exterior face of the front foundation wall to the exterior face of the rear foundation (excluding the front porch), may include obstructions within the garage, provided that the obstruction does not encroach into a required Unobstructed Garage Parking Area of twenty feet (20') wide by twenty feet (20') deep.

Notwithstanding the foregoing, the following lots are exempt from the required Unobstructed Garage Parking Area of twenty feet (20') wide by twenty feet (20') deep and shall instead maintain a minimum unobstructed parking depth of seventeen feet, ten inches (17'10") on an obstructed side and twenty feet (20') on the non-obstructed side.

- Lots 141, 142, 143, 144, 145, 146, 147, and 148 of Wilcox Farms Residential Subdivision, Phase 1
 - Lots 241, 242, and 243 of Wilcox Farms Residential Subdivision, Phase 2
- (iv) Notwithstanding subsections (i) through (iii), the garage configurations for the following Residential Units, which are at various stages of construction as of the date of this amendment, shall be deemed compliant with this Agreement, provided that as-built plans are submitted to and approved by the City demonstrating that the

constructed garage conditions provide functional parking, as described in sections (i), (ii), or (iii) above, as determined by the City.

- Lots 131, 132, 133, 134, 135, 136, 137, 138, 139, and 140 of Wilcox Farms Residential Subdivision, Phase 1

Submission and City approval of the as-built plans shall be required prior to issuance of a certificate of occupancy for each Residential Unit.

4. **Amendment to Exhibit "C-2."** Exhibit "C-2" of "Pattern Book" as attached to the Second Amendment to the Development Agreement is hereby amended with the addition of a section entitled "Plan Distribution" attached hereto and incorporated herein.

5. **Full Force and Effect.** Except to the limited extent expressly amended by this Third Amendment, the Development Agreement, First Amendment, and Second Amendment shall remain and continue in full force and effect in accordance with its terms.

[Signatures on Following Pages]

IN WITNESS WHEREOF, Developer and City have executed this Third Amendment effective as of the Effective Date.

LHM DEV WLX, LLC,
a Utah limited liability company

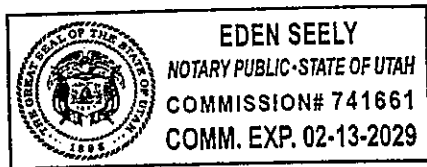
By: B. Ames

Name: BRANDON AMES

Its: V.P. ENTITLEMENT

STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 27 day of May 2026, by Brandon Ames as Authorized Signatory of LHM DEV WLX, LLC, a Utah limited liability company.



Eden Seely
Notary Public

CLEARFIELD CITY CORPORATION,
a Utah municipal corporation

By: [Signature]

Name: MARK R. SHEPHERD

Its: Mayor

ATTEST:

By: Nancy R. Dean

Name: Nancy R. Dean

Its: City Recorder



APPROVED AS TO LEGAL FORM:

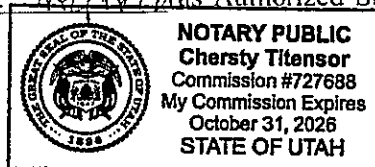
By: [Signature]

Name: Stuart Williams

Its: City Attorney

STATE OF Utah)
) ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 2 day of June, 2026,
by Mark R. Shepherd as Authorized Signatory of Clearfield City, a Utah municipal
corporation.



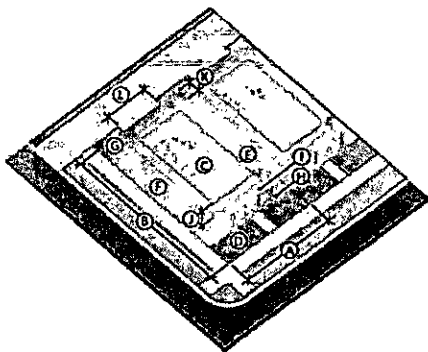
[Signature]
Notary Public

EXHIBIT C-2:

OVERVIEW

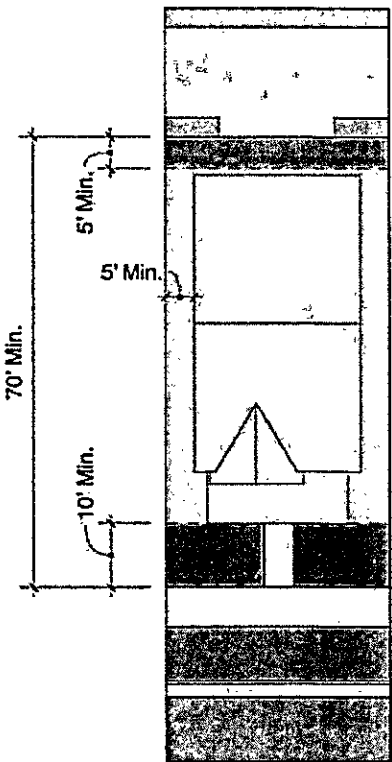
The goal of this section is to establish the framework on which the Wilcox Farms community will be built. To this end, this section details the necessary standards to create neighborhoods of distinction. The pages immediately following this overview describe the visions for the Wilcox Farms neighborhood and how these will be accomplished through the use of architectural styles. This section also provides definitions and standards for how buildings are to be placed on their lots in order to both address the street in a neighborly way and prioritize the people-oriented parts of the façade.

BUILDING PLACEMENT REQUIREMENTS

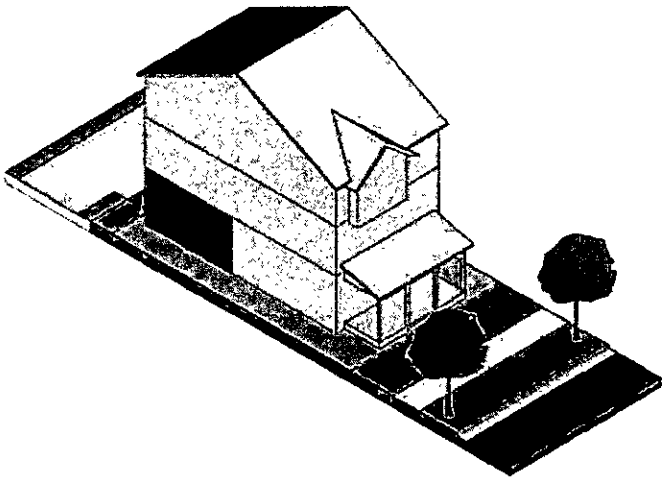


	Typical Lot Size
A Width	35 -- 45 ft.
B Depth	70 ft. min.
C Area	2,450 sf min.
	Setbacks
D Front	10 ft. min.
E Side	5 ft. min.
F Corner Side	10 ft. min.
G Rear	5 ft. min.
	Facade Zone
H	10 ft.
	Porch Encroachments
I	4 ft.
	Height
J	2 - 3 stories
	Garage Setback
K	5 ft. min.
	Maximum Driveway Approach Cut Width
L	20 ft.
	Above Ground Livable Area
	1,100 sf min.

* 10 ft. corner side lot setback only applies to dedicated city streets. Lots on corners of private streets and alley's will have typical side setback of 5 ft.



FRONT & REAR SETBACKS



STREETSCAPE EXAMPLE



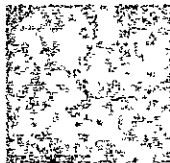
TYPICAL ARCHITECTURE



Scheme 1



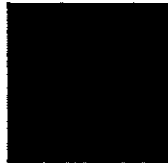
Siding
Extra White



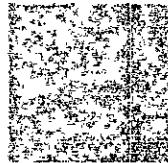
Trim
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Front Door
Tricorn Black



Roof
Charcoal



Garage Door
White



Soffit & Fascia
Black

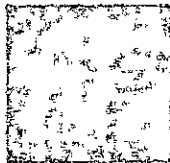


Windows
White

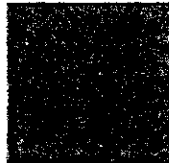
Scheme 2



Siding
Accessible Beige



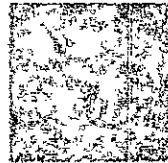
Trim
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Front Door
Cadet



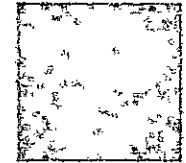
Roof
Weathered Wood



Garage Door
White

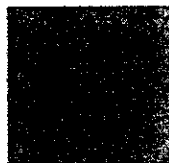


Soffit & Fascia
Glacier White

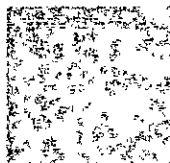


Windows
White

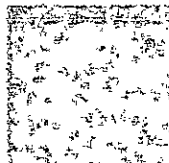
Scheme 3



Siding
Green Onyx



Trim
Extra White



Front Door
Extra White



Roof
Charcoal



Garage Door
White



Soffit & Fascia
Glacier White

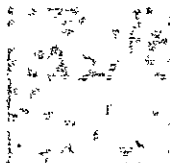


Windows
White

Scheme 4



Siding
Sierra Redwood



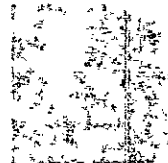
Trim
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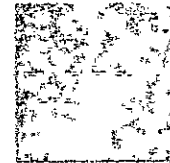
Front Door
Folkstone



Roof
Weathered Wood



Garage Door
White

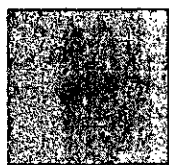


Soffit & Fascia
Glacier White

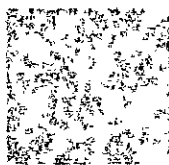


Windows
White

Scheme 5



Siding
Argos



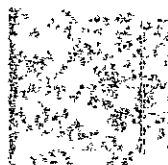
Trim
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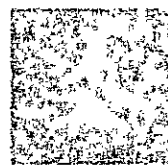
Front Door
Grizzle Gray



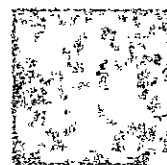
Roof
Charcoal



Garage Door
White

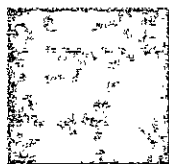


Soffit & Fascia
Glacier White



Windows
White

Scheme 6



Siding
Creamy



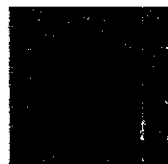
Trim
Creamy



Front Door
Keystone Gray



Roof
Weathered Wood



Garage Door
Taupe



Soffit & Fascia
Teakwood



Windows
Taupe

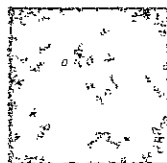
Scheme 7



Siding
Messenger Bag



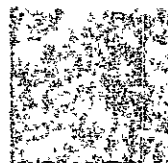
Trim
Alabaster



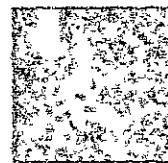
Front Door
Alabaster



Roof
Weathered Wood



Garage Door
White



Soffit & Fascia
Natural Linen

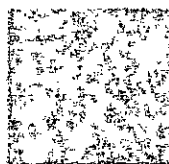


Windows
White

Scheme 8



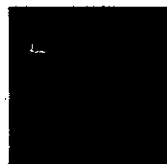
Siding
Birdseye Maple



Trim
Extra White



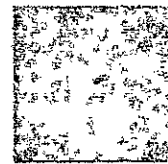
Front Door
Aurora Brown



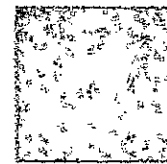
Roof
Weathered Wood



Garage Door
White



Soffit & Fascia
Glacier White



Windows
White

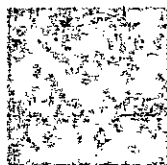
Scheme 9



Siding
Foxhall Green



Trim
Extra White



Front Door
Extra White



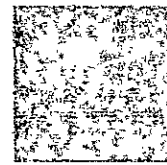
Roof
Charcoal



Garage Door
White



Soffit & Fascia
Black

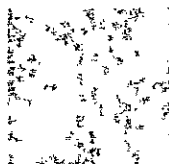


Windows
White

Scheme 10



Siding
Felted Wool



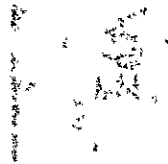
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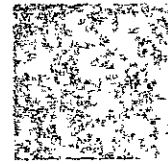
Front Door
Foxhall Green



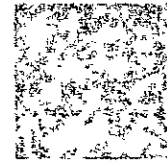
Roof
Charcoal



Garage Door
White



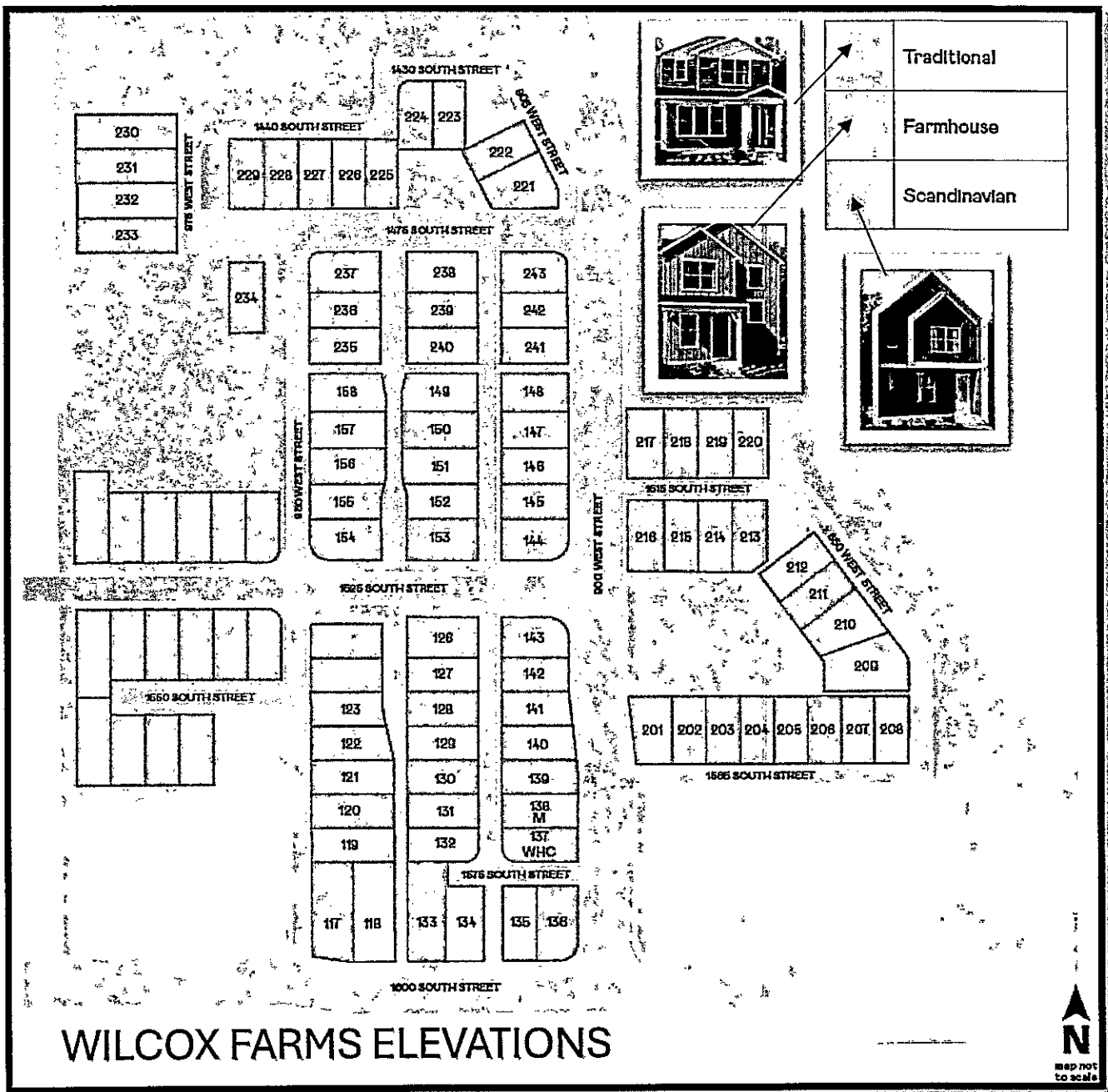
Soffit & Fascia
Glacier White



Windows
White

PLAN DISTRIBUTION

The remaining seventy-three (73) residential units as of the date of the Third Amendment to the Development Agreement shall be developed in a manner that avoids undue concentration of any single home plan. Each approved home plan shall be represented on at least twenty percent (20%) of the remaining vacant lots, unless otherwise approved by the City. An architectural elevation script is provided within this section illustrating the distribution of architectural elevation styles for the remaining lots. Architectural elevations shall comply with the elevation script to the maximum extent feasible; provided, however, Developer shall have the right, in Developer sole discretion, to substitute the elevations shown on the elevation script for up to eight (8) homes. This provision is intended to ensure a balanced distribution of home plans and elevation styles and to avoid repetition of identical elevation styles on adjacent lots, while allowing administrative flexibility in response to market conditions and construction sequencing.



Wilcox Farms Residential Subdivision Boundary Description (Phase 1)

BOUNDARY DESCRIPTION

A parcel of land, situate in the Southwest Quarter of Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Clearfield City, Davis County, Utah, Being more particularly described as follows:

Beginning at the Northwest corner of Lot 10, Wilcox Farms Amended, a subdivision recorded on May 22, 2000 as entry number 1593382, in Book 2650 at page 920 in the office of Davis County Recorder, said point being North $0^{\circ}07'41''$ East 670.81 feet along the section line to the extension of the North line of said Lot 10 Wilcox Farms Amended and South $89^{\circ}52'19''$ East 33.00 feet from the Southwest corner of Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian, (NAD 83 Bearing being North $0^{\circ}28'00''$ East between the Southwest Corner and the West Quarter Corner of said Section 11, per the Davis County Township Reference Plat) and running thence;

North $00^{\circ}07'41''$ East 157.84 feet along the East line of 1000 West Street;
thence North $89^{\circ}52'19''$ West 33.00 feet to the centerline of 1000 West Street and being on the section line;
thence North $00^{\circ}07'41''$ East 145.00 feet along the centerline of 1000 West Street and the section line to the extension of the South line of parcel number 12-065-0023;

thence South $89^{\circ}52'19''$ East 250.00 feet along the South line of said parcel number 12-065-0023,
thence North $00^{\circ}07'41''$ East 88.72 feet;
thence South $89^{\circ}52'19''$ East 354.49 feet;
thence South $00^{\circ}00'10''$ West 300.12 feet;

thence southerly 61.94 feet along the arc of a 470.00-foot radius tangent curve to the left (center bears South $89^{\circ}59'59''$ East and the long chord bears South $03^{\circ}46'21''$ East 61.89 feet with a central angle of $07^{\circ}33'01''$) to a point of reverse curvature;

thence southerly 69.91 feet along the arc of a 530.00-foot radius curve to the right (center bears South $82^{\circ}27'09''$ West and the long chord bears South $03^{\circ}46'08''$ East 69.86 feet with a central angle of $07^{\circ}33'27''$) to a point on the East line of 900 West Street;

thence North $89^{\circ}52'19''$ West 60.00 feet to a point on the West line of said 900 West Street;
thence South $00^{\circ}00'10''$ West 152.56 feet along the West line of said 900 West Street;

thence southwesterly 23.56 feet along the arc of a 15.00-foot radius non-tangent curve to the right (center bears North $89^{\circ}59'17''$ West and the long chord bears South $45^{\circ}00'10''$ West 21.21 feet with a central angle of $88^{\circ}58'54''$) to a point on the North line of 1600 South Street;

thence North $89^{\circ}59'50''$ West 206.51 feet along the North line of said 1600 South Street;

thence westerly 40.22 feet along the arc of a 270.28-foot radius tangent curve to the right (center bears North $60^{\circ}00'19''$ East and the long chord bears North $85^{\circ}44'03''$ West 40.18 feet with a central angle of $08^{\circ}31'35''$) to a point of reverse curvature;

thence westerly 48.96 feet along the arc of a 320.00-foot radius curve to the left (center bears South $08^{\circ}31'45''$ West and the long chord bears North $85^{\circ}44'03''$ West 48.91 feet with a central angle of $08^{\circ}31'35''$);

thence North $89^{\circ}59'50''$ West 0.05 feet to the Southeast corner of said Lot 10 Wilcox Farms Amended;
thence North $00^{\circ}00'10''$ East 161.62 feet to the Northeast corner of said Lot 10 Wilcox Farms Amended;
thence North $89^{\circ}52'19''$ West 210.68 feet to the Point of Beginning.

Contains: 284,712 square feet or 6.536 acres, 58 lots and 5 parcels

Wilcox Farms Residential Subdivision Boundary Description (Phase 2)

BOUNDARY DESCRIPTION

Beginning at a point on the east line of 1000 West Street at a Southwest Corner of Lot 15, Wilcox Farms Amended, said point being North 00°07'41" East 1219.79 feet along the section line (NAD83 Bearing being North 00°26'00" East between the Southwest Corner and the West Quarter Corner of said Section 11, per the Davis County Township Reference Plat) and South 89°52'19" East 33.00 feet from the Southwest Corner of said Section 11 and running,
Thence North 0°07'41" East 147.26 feet along the east line of 1000 West Street
Thence North 88°17'51" East 303.91 feet,
Thence North 0°07'41" East 55.32 feet,
Thence North 86°32'25" East 158.16 feet,
Thence South 27°09'00" East 91.16 feet to the extension of the east line of the aforementioned Wilcox Farms Amended,
Thence South 36°41'00" East 851.68 feet to and along the east line of said Lot 15 of the aforementioned Wilcox Farms Amended to the Northeast Corner of Lot 25, Wilcox Farms Amended - Phase 5,
Thence North 89°52'19" West 432.90 feet along the north line of the Lot 25 of the aforementioned Wilcox Farms Amended - Phase 5 to and along the north line of Lot 13 to the Northwest Corner of Lot 13 of Wilcox Farms Amended, also being the Southeast Corner of Wilcox Farms Residential Subdivision Phase 1, also being on the east line of 900 West Street;
Thence northerly 69.91 feet along the arc of a 530.00 foot radius curve to the left, (center bears North 89°58'24" West and long chord bears North 3°46'08" West 69.86 feet, with a central angle of 7°33'27") along the east line Wilcox Farms Residential Subdivision Phase 1 and also along the east line of 900 West Street,
Thence northerly 61.94 feet along the arc of a 470.00 foot radius curve to the right, (center bears North 82°27'09" East and long chord bears North 3°46'21" West 61.89 feet, with a central angle of 7°33'01") along the east line Wilcox Farms Residential Subdivision Phase 1 and also along the east line of 900 West Street,
Thence North 0°00'10" East 300.12 feet along the east line to the Northeast Corner of Wilcox Farms Residential Subdivision Phase 1 and also along the east line of 900 West Street,
Thence North 89°52'19" West 354.49 feet along the north line to a Northwest Corner of Wilcox Farms Residential Subdivision Phase 1;
Thence North 00°07'41" East 21.28 feet;
Thence North 89°52'19" West 59.68 feet,
Thence North 00°07'41" East 96.14 feet to the south line of Lot 15 of the aforementioned Wilcox Farms Amended,
Thence North 89°52'19" West 157.31 feet along the south line of Lot 15 of the aforementioned Wilcox Farms Amended to the Point of Beginning

Contains 270,488 square feet, or 6.210 acres.