



Planning Commission Agenda

2267 North 1500 West Clinton City, UT 84015

August 6, 2026

6:00 pm

Call to Order

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

Public Hearings

1. **Public Hearing & Action**– on a request by Shane King with VK Electric for Site Plan Review of a multi-tenant retail building on 5.53 acres located at 2057 West 1800 North (Parcel No. 14-021-0133).
2. **Public Hearing & Action** – on amendments to the Zoning Ordinance text Section 28-3-27 – Accessory Dwelling Unit Standards.

Legislative Action Items

3. **Action Item** –West Clinton annexation area proposed zoning map and annexation agreement.

Other Business

1. Approval of June 18, 2026, Meeting Minutes
2. Director's Report and Discussion
3. Commission Report

Adjournment

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 AGENDA ITEM

SUBJECT: Public Hearing - Review and action on a request by Shane King with VK Electric for site plan approval of a multi-tenant retail building on 5.53 acres located at 2057 West 1800 North (Parcel No. 14-021-0133).	AGENDA ITEM: 1
PETITIONER: Shane King – VK Electric SUBMITTED BY: Keaton Jones, Community Development	MEETING DATE: August 6, 2026
ORDINANCE REFERENCES: Zoning Ordinance (Title 28), Chapter 3 Site Plan Review, Chapter 4 Parking, Chapter 19 Performance Standard Zone, Chapter 20 Central Business District Design Standards.	ROLL CALL VOTE: YES
RECOMMENDATION: Move to approve the request by Shane King with VK Electric for site plan approval of a multi-tenant retail building on 5.53 acres located at 2057 West 1800 North.	
BACKGROUND: 1) The request consists of a 13,400 square foot multi-tenant retail building that is proposed just North of the existing VK Electric building on the currently undeveloped portion of the property at 2057 West 1800 North (See Attachment A). The building includes seven individual tenant spaces, one of which has a drive-thru. The property is zoned P-Z (Performance Standard Zone) with retail sales and fast food restaurants listed as permitted uses and requiring site plan review and approval by the Planning Commission. The property fronts on 1800 North and is mostly surrounded by properties that are also commercially zoned in the P-Z zone. There are some residential properties located South of the site and along the Southwest corner behind the existing VK Electric building. 2) The property is not part of a platted commercial subdivision but is a metes and bounds parcel. The original approved VK Electric site plan from 2020 showed the conceptual footprint for this future second building on the property. Factors such as the 1800 North UDOT road widening project led the applicant to propose shifting the building further South on the property than what was originally shown on the previously approved site plan. 3) The unimproved portion of the site where the proposed building is to be placed was designed as a detention pond for the site. The existing pond will be replaced with an underground stormwater chamber system beneath the Western portion of the site. 4) The site provides a total of 71 parking stalls including four dedicated ADA stalls to meet the required parking ratio of one (1) space per 200 square feet of retail floor area. The drive-thru provides adequate stacking to meet the minimum requirement of one car at the window and four cars in the drive-thru lane. The proposal is consistent with the development standards of the zoning ordinance. More specifically, the site plan (Attachment B) meets the requirements of the zone including adequate site circulation and bufferyards. 5) Attachment D includes the photometric (lighting) plan. The photometric plan indicates acceptable readings at the property lines.	

- 6) The landscape plan ([Attachment E](#)) is consistent with the guidelines of the water efficient landscape standards for new commercial developments. The plan exceeds the required 35% living plant material in the landscape areas.

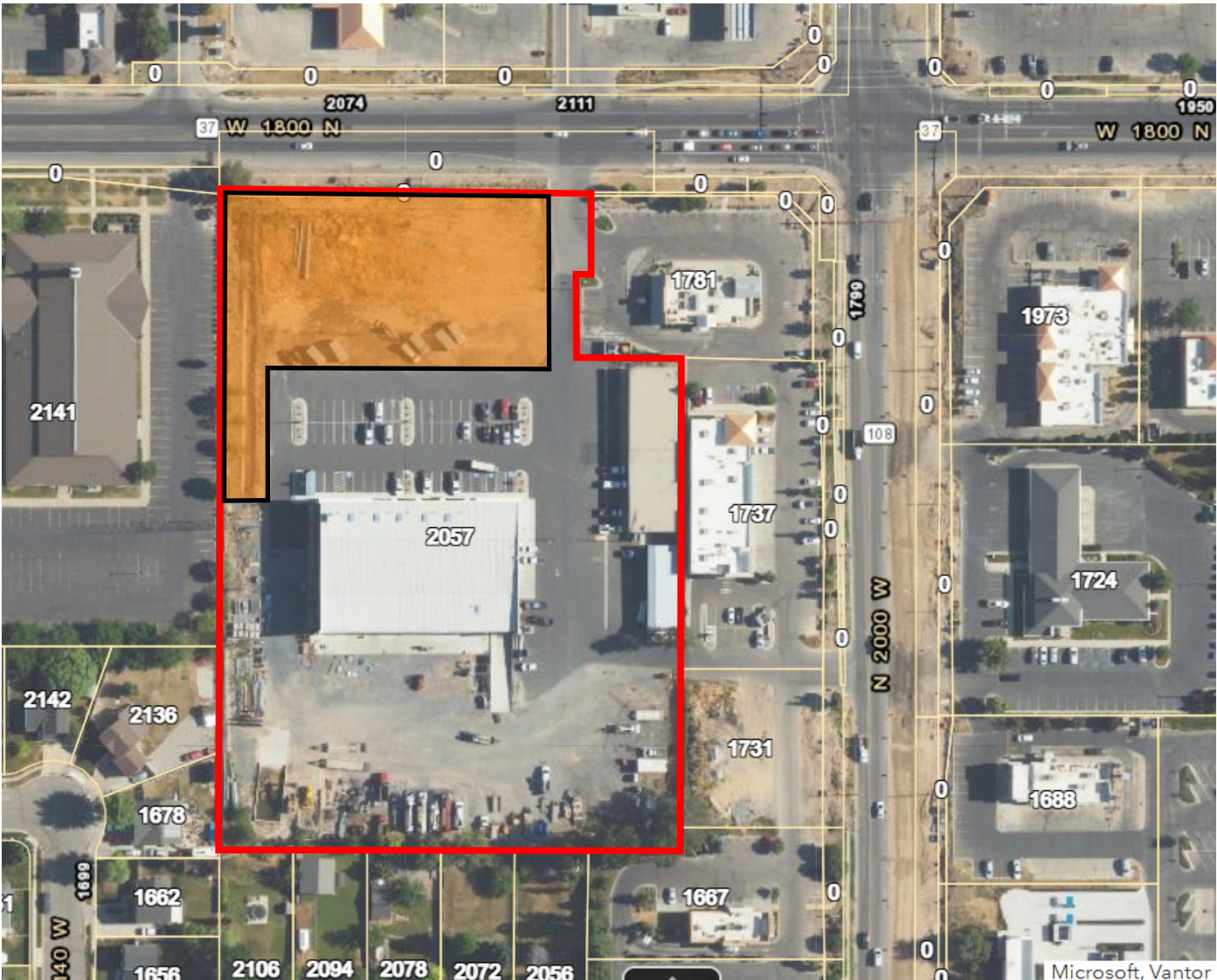
RECOMMENDATION:

Based on the information provided above and the supporting attachments, the Planning Commission can make the finding that the site plan meets the general purpose and spirit of the P-Z Zone (Performance Standard Zone).

ATTACHMENTS:

- A) Location/Base Map
- B) VK Retail Civil Site & Utility Plans
- C) VK Retail Grading & Drainage Plan
- D) VK Retail Photometric/Lighting Plan
- E) VK Retail Landscape/Irrigation Plan
- F) VK Retail Building Elevations & Material/Color Board
- G) VK Retail Staff Recommended Architectural Scoring Sheet

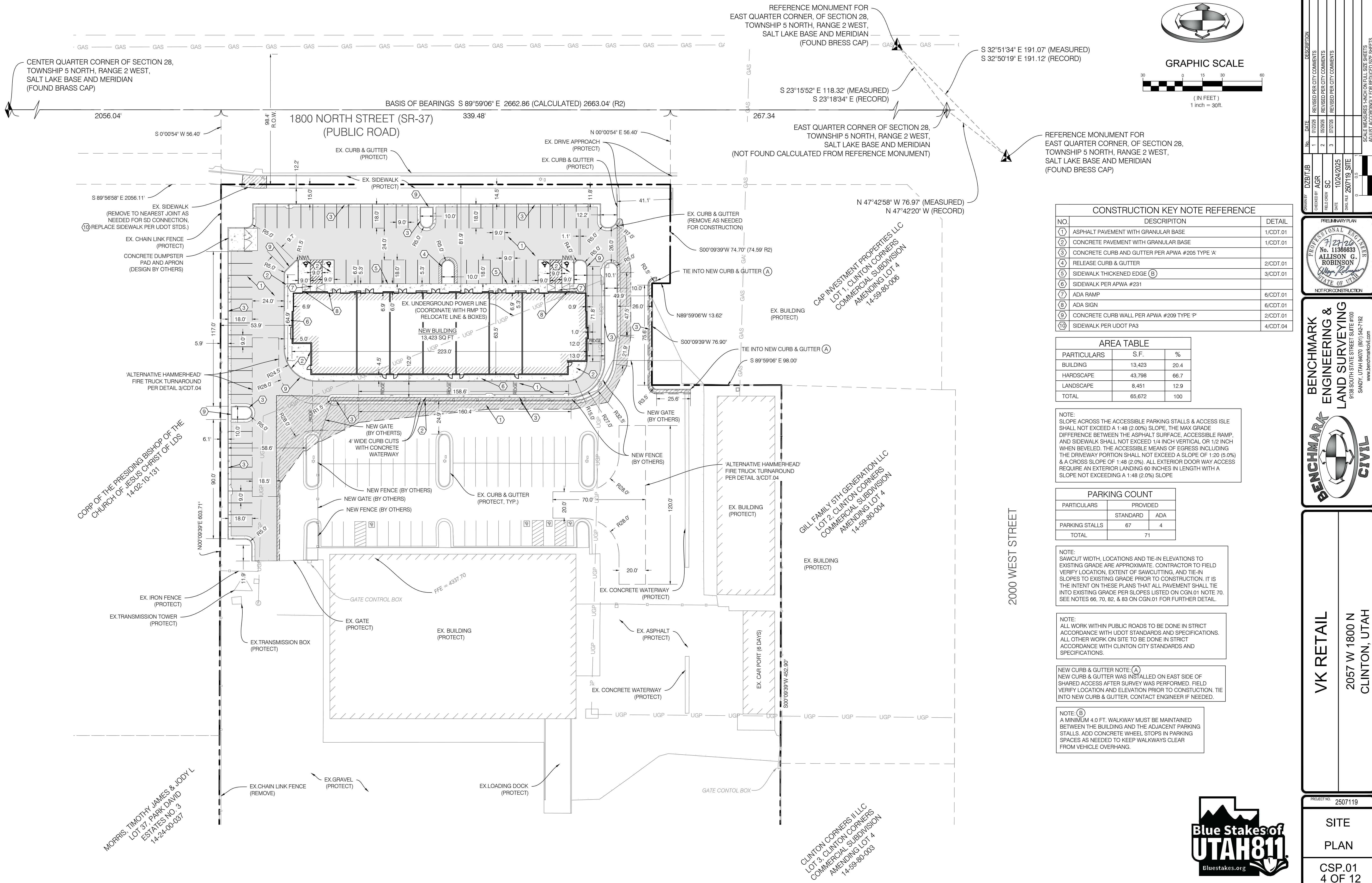
VK Electric/VK Retail Location Map

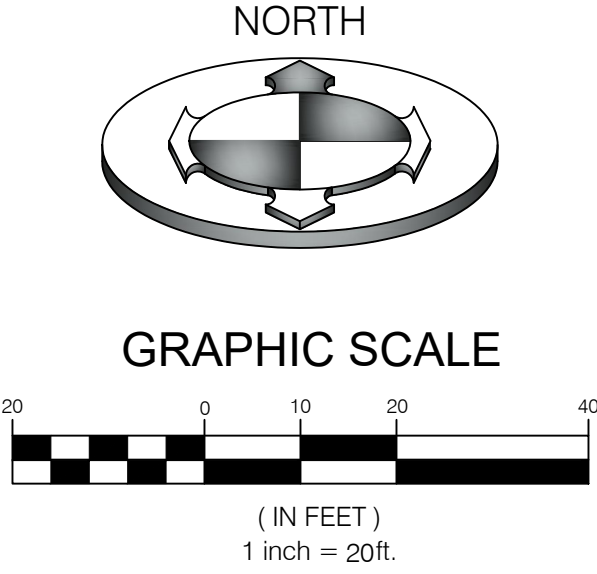
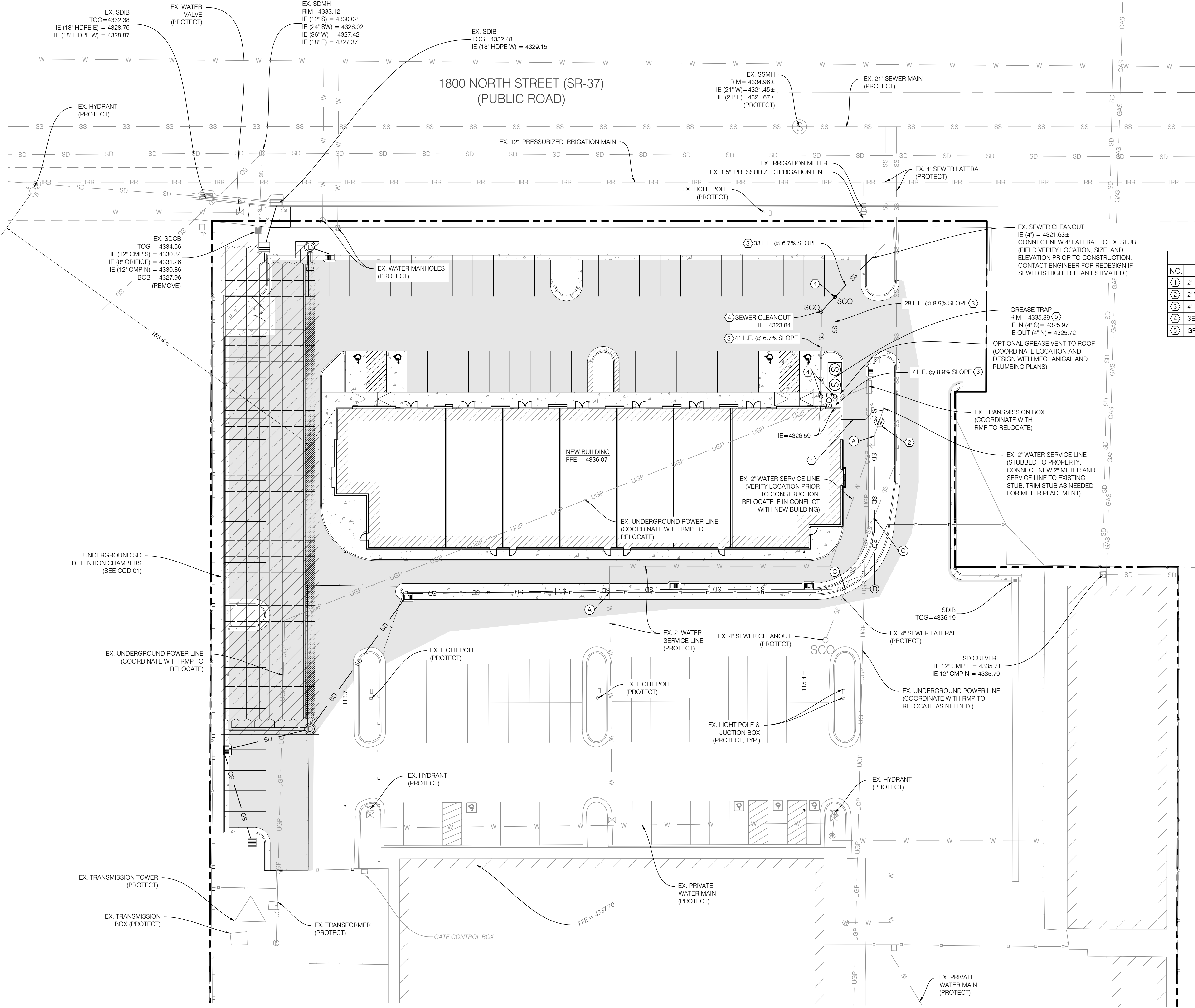


Property Boundary



VK Retail Site





CONSTRUCTION KEY NOTE REFERENCE		
NO	DESCRIPTION	DETAIL
①	2" POLY WATER SERVICE LINE PER CLINTON CITY STDS.	
②	2" WATER METER & VAULT PER CLINTON CITY STDS. WT-1	1/CDT.04
③	4" PVC SDR-35 SEWER LATERAL @ 2.0% MIN. SLOPE PER CLINTON CITY STDS. SS-1	2/CDT.04
④	SEWER CLEAN OUT PER CLINTON CITY STDS. SS-1	2/CDT.04
⑤	GREASE TRAP PER NDSO DETAIL ND-13	1/CDT.02

NOTE:
PRIOR TO FABRICATION OR CONSTRUCTION, BEGIN AT THE LOW END OF ALL GRAVITY UTILITY LINES AND VERIFY THE INVERT ELEVATION OF THE POINT OF CONNECTION. NOTIFY ENGINEER FOR REDESIGN IF CONNECTION POINT IS HIGHER THAN SHOWN OR IF ANY UTILITY CONFLICTS OCCUR. GRAVITY CONNECTIONS MUST BE DONE PRIOR TO BUILDING FOOTINGS AND ROUGH PLUMBING ARE CONSTRUCTED.

EXISTING UTILITIES NOTE:
EXISTING UTILITIES HAVE BEEN NOTED TO THE BEST OF ENGINEERS KNOWLEDGE, HOWEVER IT IS THE OWNER'S AND CONTRACTOR'S RESPONSIBILITY TO LOCATE UTILITIES IN FIELD. POT HOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE INSTALLATION. NOTIFY ENGINEER IF DISCREPANCIES OR CONFLICTS EXIST PRIOR TO CONTINUING ANY CONSTRUCTION.

NOTE A (A)
12" OF VERTICAL SEPARATION REQUIRED BETWEEN STORM AND WATER LINES. LOOP WATER MAIN IF IN CONFLICT.

NOTE B (B)
18" OF VERTICAL SEPARATION REQUIRED BETWEEN SEWER AND WATER LINES. CONTACT ENGINEER FOR REDESIGN IF NECESSARY

NOTE C (C)
12" OF VERTICAL SEPARATION REQUIRED BETWEEN SEWER AND STORM. CONTACT ENGINEER FOR REDESIGN IF NECESSARY.

REVISIONS	
NO.	DATE
1	07/20/26
2	05/20/26
3	07/27/26
4	10/24/2025
5	250719 SITE

SCALE MEASURES: 1" ON FULL SIZE SHEETS
ADJUST PROPORTIONALLY FOR REDUCED SIZE SHEETS

PROFESSIONAL ENGINEER
No. 11366633
ALLISON G. ROBINSON
STATE OF UTAH
NOT FOR CONSTRUCTION

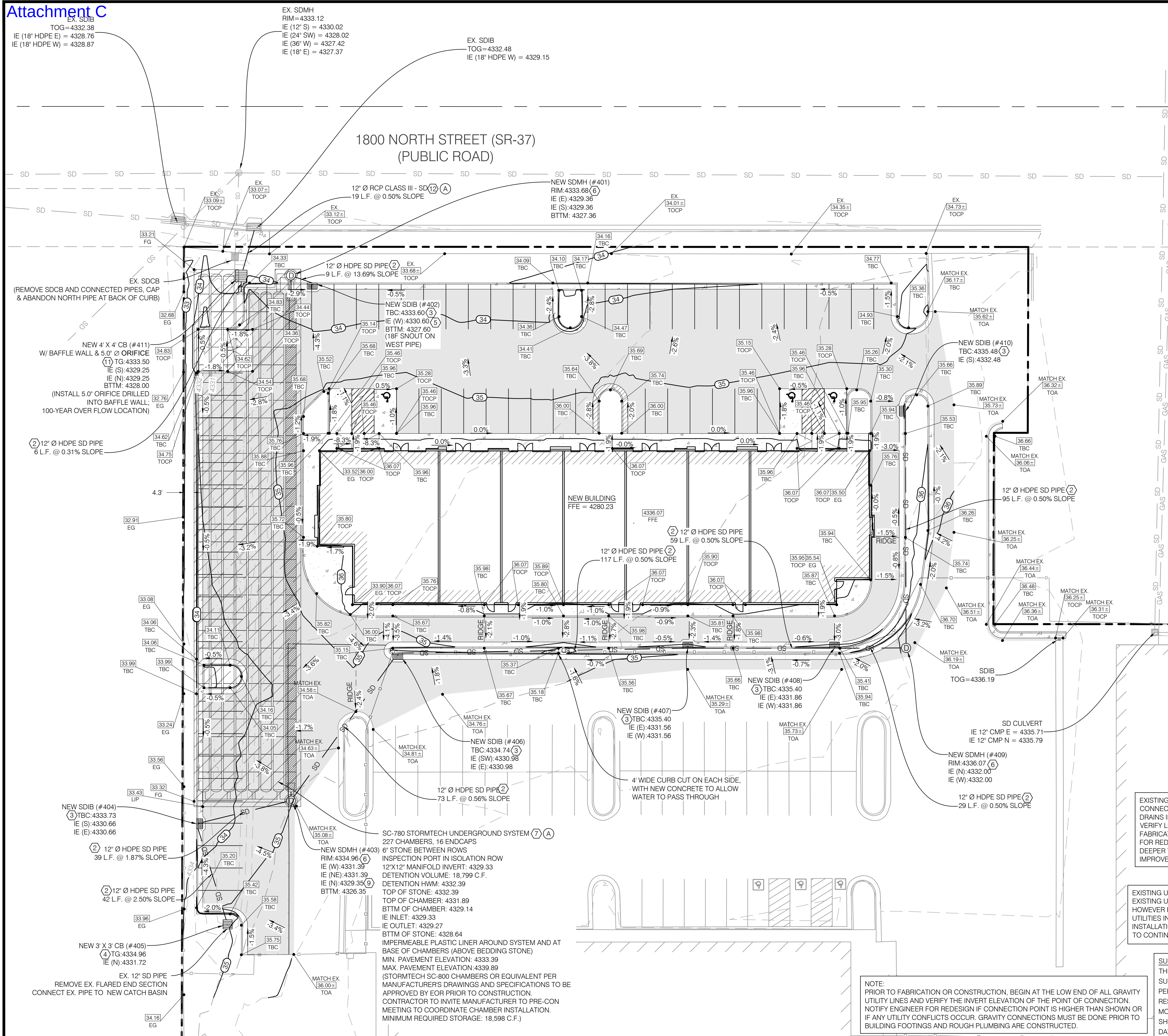
BENCHMARK
ENGINEERING &
LAND SURVEYING
9138 SOUTH STATE STREET SUITE #100
SANDY, UTAH 84071 (801) 542-7192
www.benchmarkcivil.com

VK RETAIL
2057 W 1800 N
CLINTON, UTAH

PROJECT NO. 2507119
UTILITY
PLAN
CUP.01
5 OF 12



Attachment C



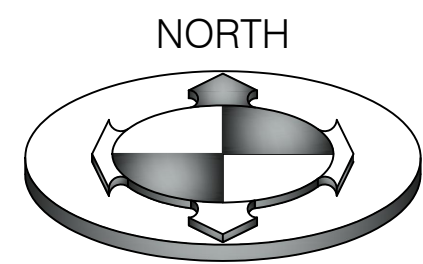
DRAINAGE NARRATIVE: (A)

THE EXISTING POND WAS DESIGNED TO DETAIN THE 100-YEAR STORM EVENT (PER CIVIL PLANS FROM WILDING ENGINEERING). THE EXISTING POND WILL BE REPLACED WITH AN UNDERGROUND STORMWATER CHAMBER SYSTEM (STORMTECH DC-780 ENGINEER APPROVED EQUAL). THE EXISTING OUTLET WILL BE REMOVED, AND THE A NEW OUTLET (SDCB #111) FROM THE STORMWATER SYSTEM WILL CONNECT TO THE EXISTING CURB INLET BOX NEAR THE NORTHWEST CORNER OF THE PROPERTY. THE STORM DRAIN CALCULATIONS HAVE BEEN UPDATED TO REFLECT THE NEEDS OF THE EXISTING KV ELECTRIC WAREHOUSE, AS WELL AS THE PROPOSED DEVELOPMENT. THE 100-YEAR, 24-HOUR STORM EVENT WAS USED TO PROVIDE RAINFALL INTENSITIES. BASED ON THE RATIONAL METHOD CALCULATIONS, THE SYSTEM WILL BE REQUIRED TO DETAIN 18,598 C.F. OF STORM WATER.

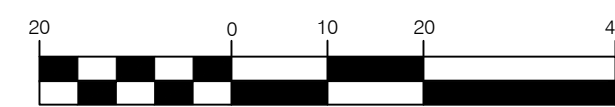
STORMWATER ENTERING THE CHAMBER SYSTEM WILL BE TREATED WITH 18F SNOUTS ATTACHED TO THE WEST PIPE OUTLET OF STORM DRAIN INLET BOX #402 AND THE NORTH PIPE OUTLET OF STORM DRAIN MANHOLE #403.

STORMWATER DETENTION RELEASE RATE WILL BE CONTROLLED BY THE NEW CATCH BASIN (#411) NEAR THE NORTHWEST CORNER OF THE PROPERTY. SAID CATCH BASIN WILL HAVE A 5.0" DIAMETER ORIFICE CORE-DRILLED INTO THE BAFFLE WALL TO RESTRICT THE FLOW INTO THE PUBLIC STORM DRAIN SYSTEM IN 1800 NORTH STREET.

IF A STORM EVENT EXCEEDS THE 100-YEAR DESIGN STORM, THE SYSTEM WILL OVERTOP THE BAFFLE WALL AND BYPASS THE ORIFICE. WATER THAT OVERTOPS THE BAFFLE WALL WILL FLOW UNRESTRICTED THROUGH THE OUTLET PIPE. CONTRACTOR MAY INSTALL AN EARTHEN BERM WEST OF SDCB (#411) TO DIRECT THE RUNOFF TOWARD THE STREET AND PROTECT THE NEIGHBORING PROPERTY TO THE WEST.



GRAPHIC SCALE



(IN FEET)

1 inch = 20ft.

GRADING AND DRAINAGE KEY NOTE REFERENCE		
NO	DESCRIPTION	DETAIL
(1)	GRADE SITE TO ELEVATIONS SHOWN ON PLAN	
(2)	12" DIAMETER HDPE ADS N-12 STORM DRAIN LINE	
(3)	STORM DRAIN INLET BOX	5/CDT.01
(4)	3'X3' CATCH BASIN	4/CDT.01
(5)	18" SNOUT	2/CDT.02
(6)	48" Ø STORM DRAIN MANHOLE PER APWA #331.3 & #341.1	
(7)	STORMWATER CHAMBER SYSTEM (STORMTECH DC780-3500 OR EQUAL)	1/CDT.03
(8)	2'X2' CATCH BASIN	4/CDT.01
(9)	18" SNOUT	2/CDT.02
(10)	NYOPLAST MANHOLE	1/CDT.03
(11)	4'X4' SDCB W/ BAFFLE WALL & 5.0" ORIFICE	2/CDT.03
(12)	12" DIAMETER RCP CLASS III STORM DRAIN LINE	

ALL HDPE/RCP CLASS III PIPE TO HAVE SOIL TIGHT JOINTS

STORM DRAINAGE CALCULATIONS

Rational Method (Q=CIA)

Area Identification (A)	Rational Coefficient (C)	C*A
Roof = 45,237	0.9	40713 S.F.
Pavement = 104,484	0.9	94036 S.F.
Landscaping = 92,280	0.2	18456 S.F.
Sum: 242001 S.F.		Sum: 153205 S.F.

NOAA ATLAS 14 (100 YEAR STORM)				Allowable Discharge = 20cfs/acre	
Time (min)	Intensity (in/hr)	Rainfall (inches)	Rainfall Excess (cu/ft)	Allowed Discharge (cu/ft)	Volume to Detain (cu/ft)
15	4.24	1.060	13533	1000	12533
30	2.85	1.425	18193	2000	16193
60	1.77	1.770	22598	4000	18598
120	0.98	1.960	25023	8000	17023
180	0.67	2.010	25662	12000	13662
360	0.37	2.226	28420	24000	4419
720	0.23	2.712	34624	48000	0
1440	0.13	3.000	38391	96000	0

Detention Calculations
Pond Volume
 Stormtech DC-780 Volume= 18,790 cf

Pipe Volume

12 in. Pipe	Length =	457 ft
	Volume =	359 cu yd

Is there adequate storage?	Storage Provided = 19,149 cf	
	Req. Storage = 18,598 cf	YES

Orifice Design:
The storm runoff will be detained at 0.2 cfs/acre

$$Q = C_d A_o \sqrt{2gh}$$

Total acreage of development:	5.56 acres
Allowable discharge:	0.2 cfs/acre

Design diameter for new orifice:

EXISTING LAND DRAIN NOTE:
CONNECT EXISTING LAND DRAINS AND/OR ROOF
DRAINS INTO NEW SD SYSTEM USING INSERTATEE.
VERIFY LOCATIONS AND ELEVATIONS PRIOR TO
FABRICATION OR INSTALLATION. CONTACT ENGINEER
FOR REDESIGN IF EX. INVERT ELEVATIONS ARE
DEEPER THAN THE PROPOSED STORM
IMPROVEMENTS.

EXISTING UTILITIES NOTE:
EXISTING UTILITIES HAVE BEEN NOTED TO THE BEST OF ENGINEERS KNOWLEDGE,
HOWEVER IT IS THE OWNERS AND CONTRACTORS RESPONSIBILITY TO LOCATE
UTILITIES IN FIELD. POTHOLE TO IDENTIFY ANY CONFLICTS BEFORE ANY PIPE
INSTALLATION. NOTIFY ENGINEER IF DISCREPANCIES OR CONFLICTS EXIST PRIOR
TO CONTINUING ANY CONSTRUCTION.

SURVEY CONTROL NOTE:

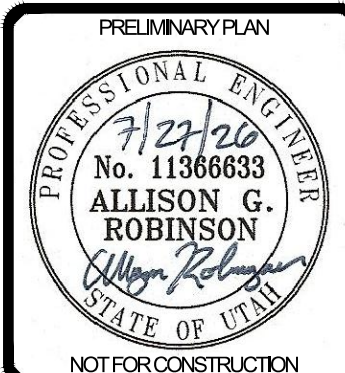
THE CONTRACTOR OR SURVEYOR PERFORMING THE CONSTRUCTION SURVEYING SHALL BE RESPONSIBLE TO PROVIDE CONSTRUCTION LAYOUT PER THE APPROVED PLANS ONLY. THE SURVEYOR SHALL ALSO BE RESPONSIBLE FOR VERIFYING HORIZONTAL CONTROL FROM THE SURVEY MONUMENTS AND FOR VERIFYING ANY ADDITIONAL CONTROL POINTS SHOWN ON THE SURVEY OR IMPROVEMENTS PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. THE SURVEYOR SHALL ALSO USE THE BENCHMARKS AS SHOWN ON THE PLAN, AND VERIFY THEM AGAINST NO LESS THAN THREE EXISTING HARD IMPROVEMENT ELEVATIONS INCLUDED ON THESE PLANS OR ON ELECTRONIC DATA PROVIDED BY BENCHMARK ENGINEERING AND LAND SURVEYING. IF ANY DISCREPANCIES ARE ENCOUNTERED, THE SURVEYOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND RESOLVE THE DISCREPANCIES BEFORE PROCEEDING WITH ANY CONSTRUCTION SURVEYING. IT IS ALSO THE RESPONSIBILITY OF THE SURVEYOR TO VERIFY ANY ELECTRONIC DATA WITH THE APPROVED STAMPED AND SIGNED PLANS AND NOTIFY THE ENGINEER WITH ANY DISCREPANCIES.

NOTE:
SAWCUT WIDTH, LOCATIONS AND TIE-IN ELEVATIONS TO
EXISTING GRADE ARE APPROXIMATE. CONTRACTOR TO FIELD
VERIFY LOCATION, EXTENT OF SAWCUTTING, AND TIE-IN
SLOPES TO EXISTING GRADE PRIOR TO CONSTRUCTION. IT IS
THE INTENT ON THESE PLANS THAT ALL PAVEMENT SHALL TIE
INTO EXISTING GRADE PER SLOPES LISTED ON CGN.01 NOTE 70.
SEE NOTES 66, 70, 82, & 83 ON CGN.01 FOR FURTHER DETAIL.

BENCHMARK:
THE CENTER QUARTER CORNER OF SECTION 28,
TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE
AND MERIDIAN.
ELEVATION = 4315.78



NO.	DATE	DESCRIPTION
1	01/23/26	REVISED PER CITY COMMENTS
2	05/29/26	REVISED PER CITY COMMENTS
3	01/27/26	REVISED PER CITY COMMENTS
DATE 10/24/2025 DRAWN BY 2507119 SITE		
Q 0.0		
SCALE: MEASURES, NOT TOTAL SIZE SHEETS		
CONTAINS 3 SHEETS OF 3		



BENCHMARK
CIVIL

**BENCHMARK
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SANDY, UTAH 84070 (801) 542-7192
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VK RETAIL

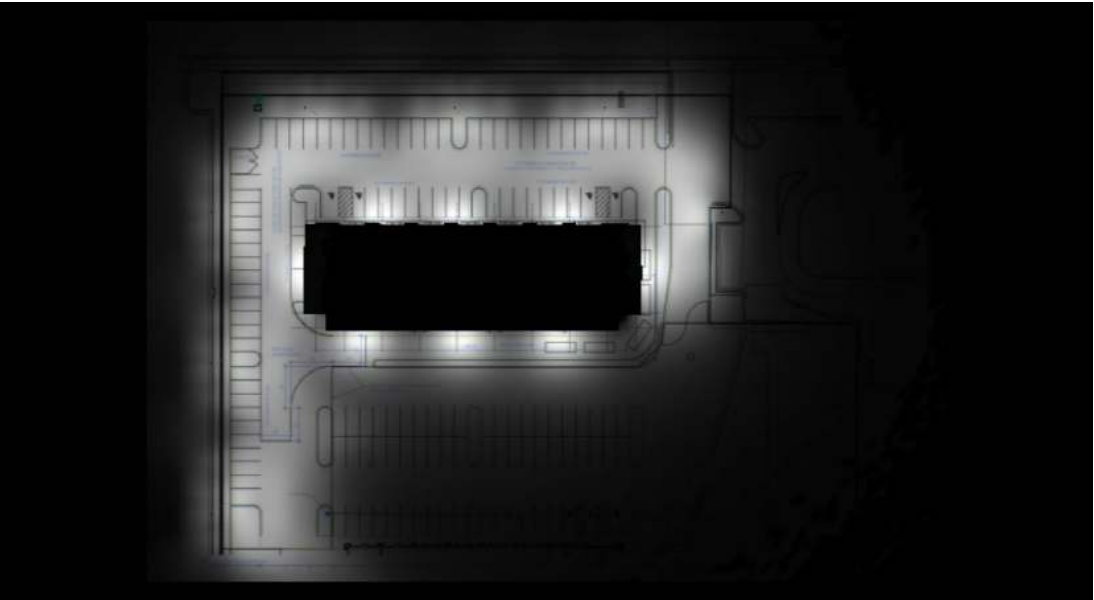
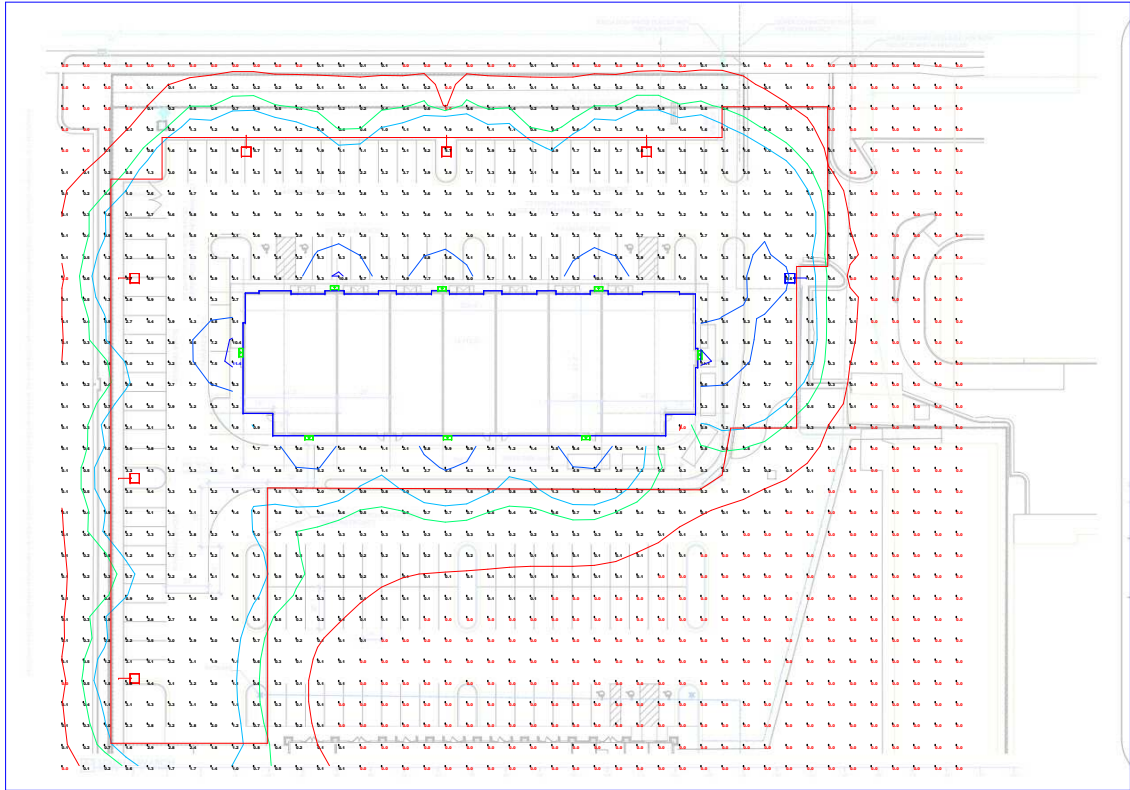
2057 W 1800 N
CLINTON, UTAH

PROJECT NO. 2507119

GRADING & DRAINAGE PLAN

CGD.01
6 OF 12

Scope of Work



See full page rendering on Page 3



Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Grid Z
Lot	Illuminance	Fc	1.24	11.4	0.0	N.A.	N.A.	0
Parking Lot	Illuminance	Fc	3.16	11.4	0.0	N.A.	N.A.	

Luminaire Schedule							
Label	Symbol	Arrangement	Qty	Description	Lum. Watts	Arr. Watts	Mounting Height
A1-H		Single	6	SLPMS12-24LFT (High Setting) (HSSM)	170	170	25
A2-H		Single	1	SLPMS12-24LT3 (High Setting) (HSSM)	170	170	25
W1		Single	8	WSPLS2-8L (High Setting)	72	72	18

Note: Layout is based on information provided and should not be used as an as-built construction document. A professional Architect, Engineer, or Contractor must determine if layout will work with current or future site conditions. Illumination levels can vary due to unforeseen site conditions such as major light obstructions. (i.e.-Trees, Indoor racking, etc.) Part #'s shown on this layout are standard and may not include additional options (i.e.-voltage, color, photocell, etc.) or mounting bracketry, those items should be addressed via quote before a order is placed.

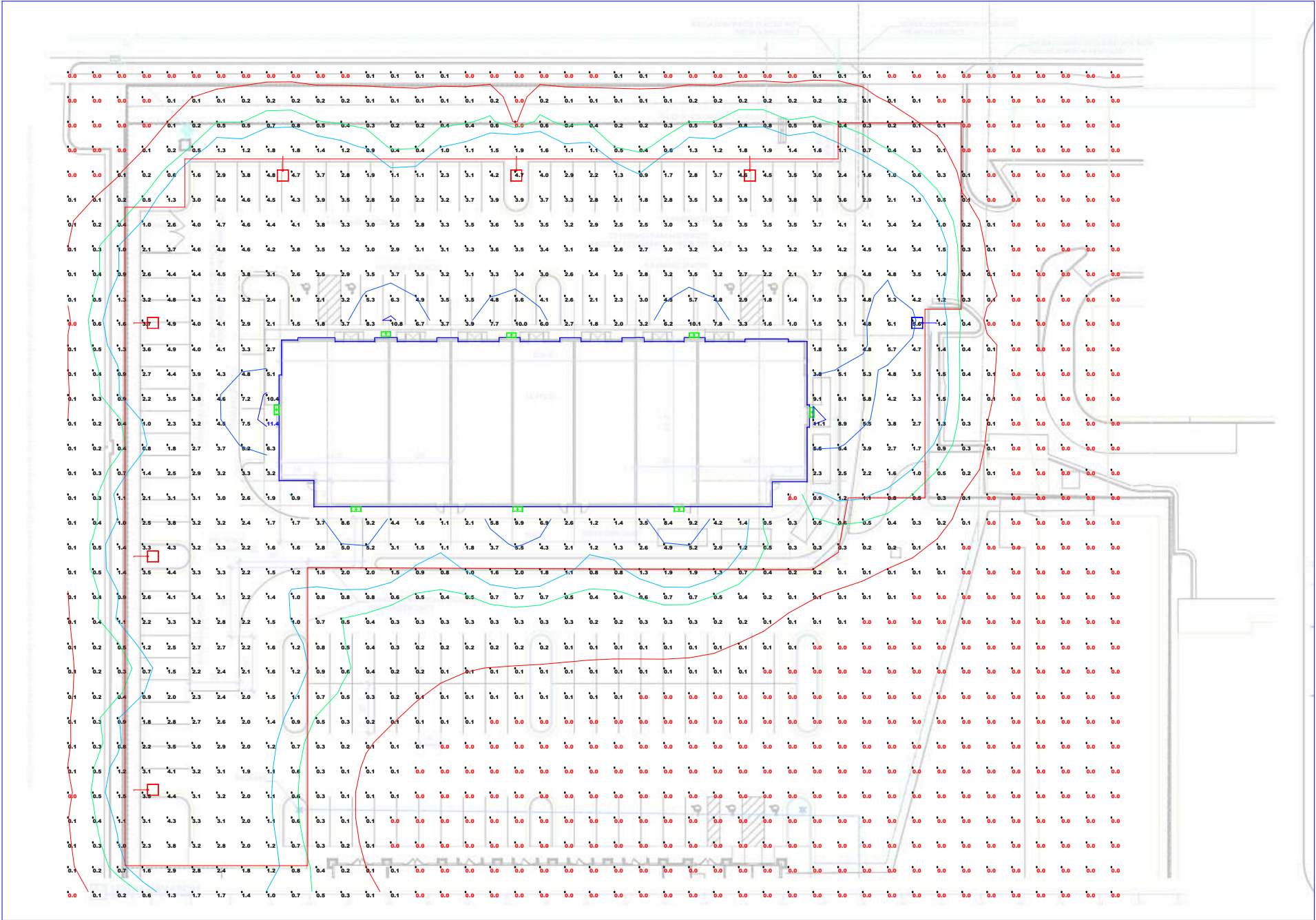


1406 South Mebane St
Burlington, NC 27215
(336) 222-9258 * (800) 849-8485

LIGHTING PROPOSAL

Project Name -VK Retail
Project Number -
Project Address

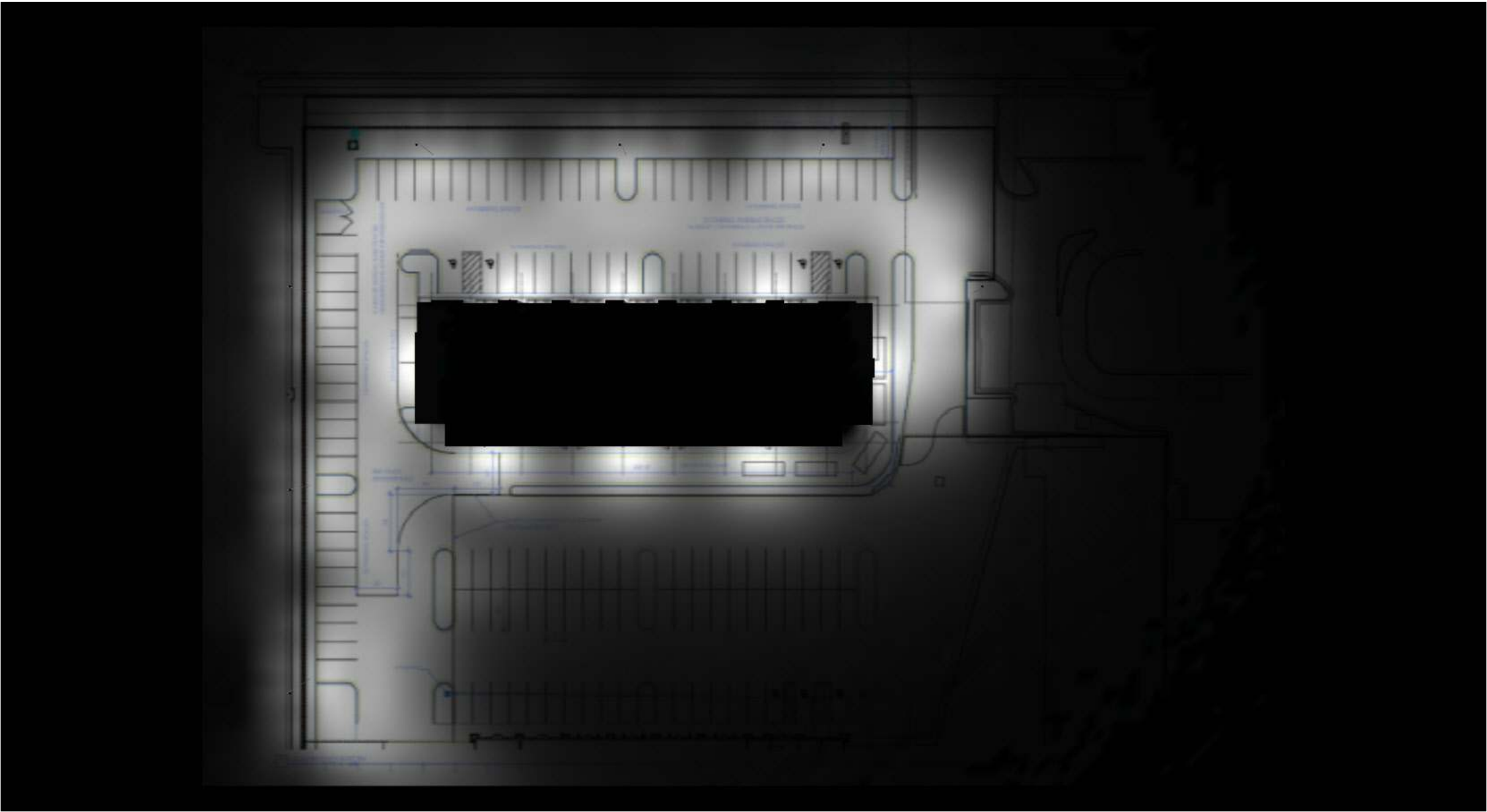
BY:OF DATE:12/1/25 REV:1



Note: Layout is based on information provided and should not be used as an as-built construction document. A professional Architect, Engineer, or Contractor must determine if layout will work with current or future site conditions. Illumination levels can vary due to unforeseen site conditions such as major light obstructions. (i.e.-Trees, indoor racking, etc.) Part #'s shown on this layout are standard and may not include additional options (i.e.-voltage, color, photocell, etc.) or mounting bracketry, those items should be addressed via quote before a order is placed.



1406 South Mebane St Burlington, NC 27215 (336) 222-9258 * (800) 849-8485		
LIGHTING PROPOSAL		
Project Name -VK Retail		
Project Number -		
Project Address		
BY:OF	DATE:12/1/25	REV:1



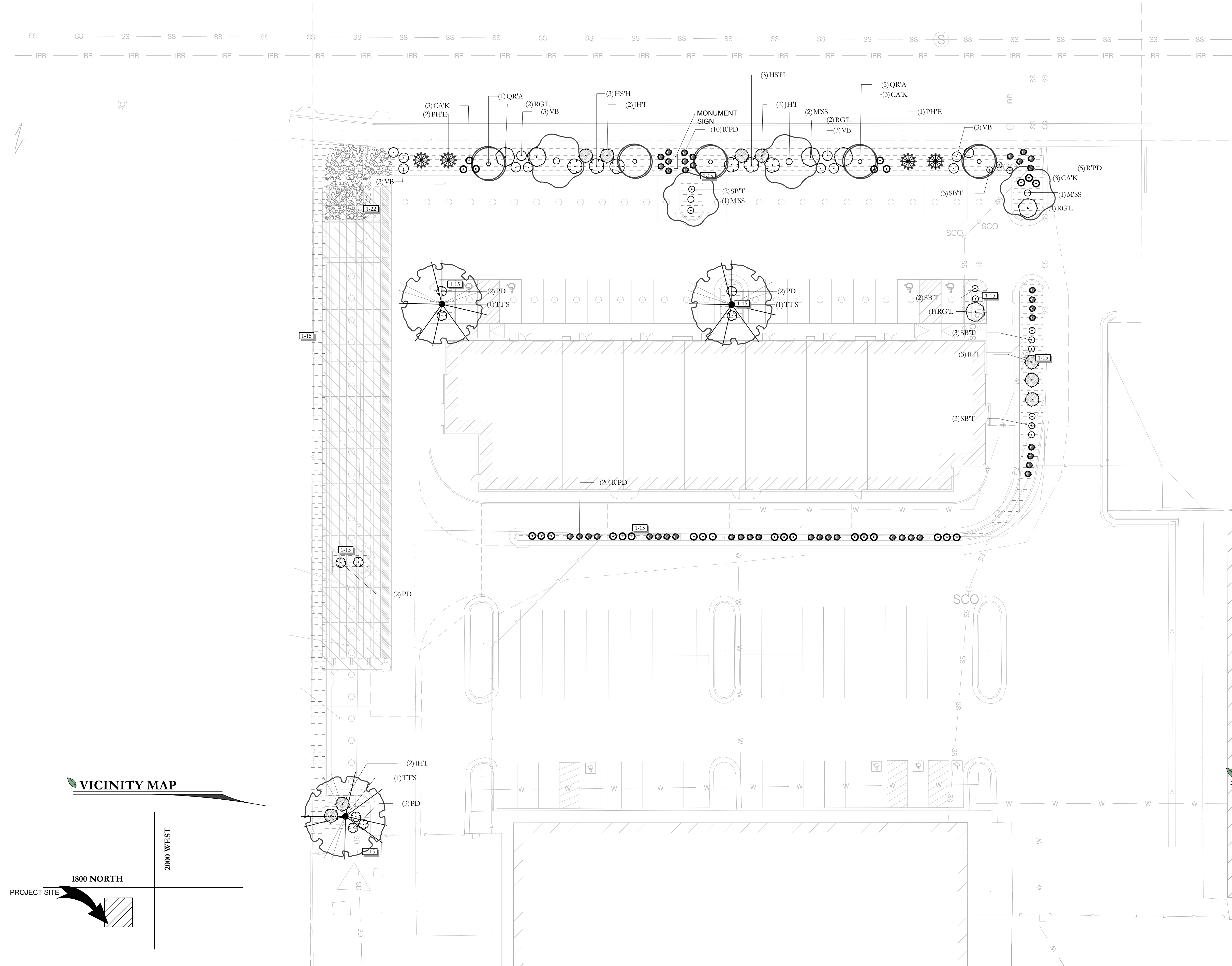
1406 South Mebane St
Burlington, NC 27215
(336) 222-9258 * (800) 849-8485

LIGHTING PROPOSAL

Project Name -VK Retail
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BY:OF	DATE:12/1/25	REV:1
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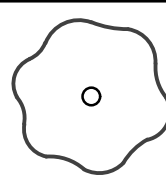
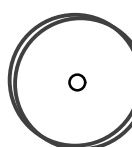
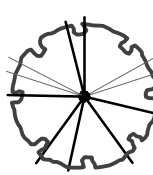
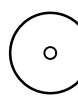
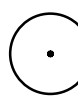
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PLANT LEGEND

(NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.)

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
CONIFERS						
	PITE	4	Pinus heldreichii 'Emerald Arrow' Emerald Arrow Bosnian Pine Moderate; 15' x 8'; sun; z5	B & B		5'-6'
DECIDUOUS TREES						
	MSS	4	Malus x 'Spring Snow' Spring Snow Crab Apple low; 25x22; sun; z4; Utah Lake water tolerant	B & B	2"Cal	
	QR'A	5	Quercus robur x alba 'JFS-KW1QX' TM Street Spire Oak Td4; 45x14; AV 176; sun; z4	B & B	2"Cal	
	TTS	3	Tilia tomentosa 'Sterling' Sterling Silver Linden Td4; 45x35; AV 314; sun; z5; Utah Lake water tolerant	B & B	2"Cal	
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT		
DECIDUOUS SHRUBS						
	HS'H	6	Hibiscus syriacus 'Helene' Helene Rose of Sharon moderate; 9x6; full to part sun; z5; Utah Lake water tolerant AV 28	5 gal		
	PD	9	Physocarpus opulifolius 'Donna May' Little Devil™ Dwarf Ninebark 4 X 4; AV 13	5 gal		
	RGL	6	Rhus aromatica 'Gro-Low' Gro-Low Sumac GV1; 2 x 8; AV 50; full to part sun; z4; Utah Lake water tolerant	5 gal		
	SB'T	13	Spiraea betulifolia 'Tor' Birchleaf Spiraea moderate; 2-3 x 2-3; AV 7; sun to part sun; z4	5 gal		
	VB	12	Viburnum trilobum 'Bailey Compact' Bailey's Compact Cranberrybush 4 X 4; AV 13	5 gal		
EVERGREEN SHRUBS						
	JHT	9	Juniperus horizontalis 'Monber' TM Icee Blue Juniper GV1; 4" x 8'; AV 50; sun; z3; Utah Lake water tolerant	5 gal		
GRASSES						
	CA'K	27	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass Tw2; 4x3; AV 7; sun; z4; Utah Lake water tolerant	1 gal		
ROSES						
	RPD	43	Rosa x 'Novarospop' Popcorn Drift® Groundcover Rose 1' X 2.5'; AV 5	5 gal		

SITE MATERIALS LEGEND (NOTE: SITE MATERIALS QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.)				QTY
SYMBOL	CODE	DESCRIPTION		
1 LANDSCAPE				
	1-15	1" TAN/GREY CRUSHED ROCK. MATCH EXISTING. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.		7,091 sf
	1-22	4-6" TAN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 6" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.		644 sf

ISSUE DATE

5/21/2026

PROJECT NUMBER

UT25128

PLAN INFORMATION

THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON 08/19/2025

PROJECT INFORMATION

DEVELOPER / PROPERTY OWNER / CLIENT

ELEMENTAL STUDIOS
ATT: BOYD VIEHWEG
801-792-2693
BVIEHWEG@GMAIL.COM

LANDSCAPE ARCHITECT / PLANNER

Landscape Architecture • Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 995-2217
www.pkjdesigngroup.com

LICENSE STAMP

DRAWING INFO

PM: JTA
DRAWN: ACP
CHECKED: KBA
PLOT DATE: 5/21/2026

LANDSCAPE OVERALL PLAN

CITY PERMIT SET

LP-100

NO. REVISION DATE

1 XXXX XX-XX-XX

2

3

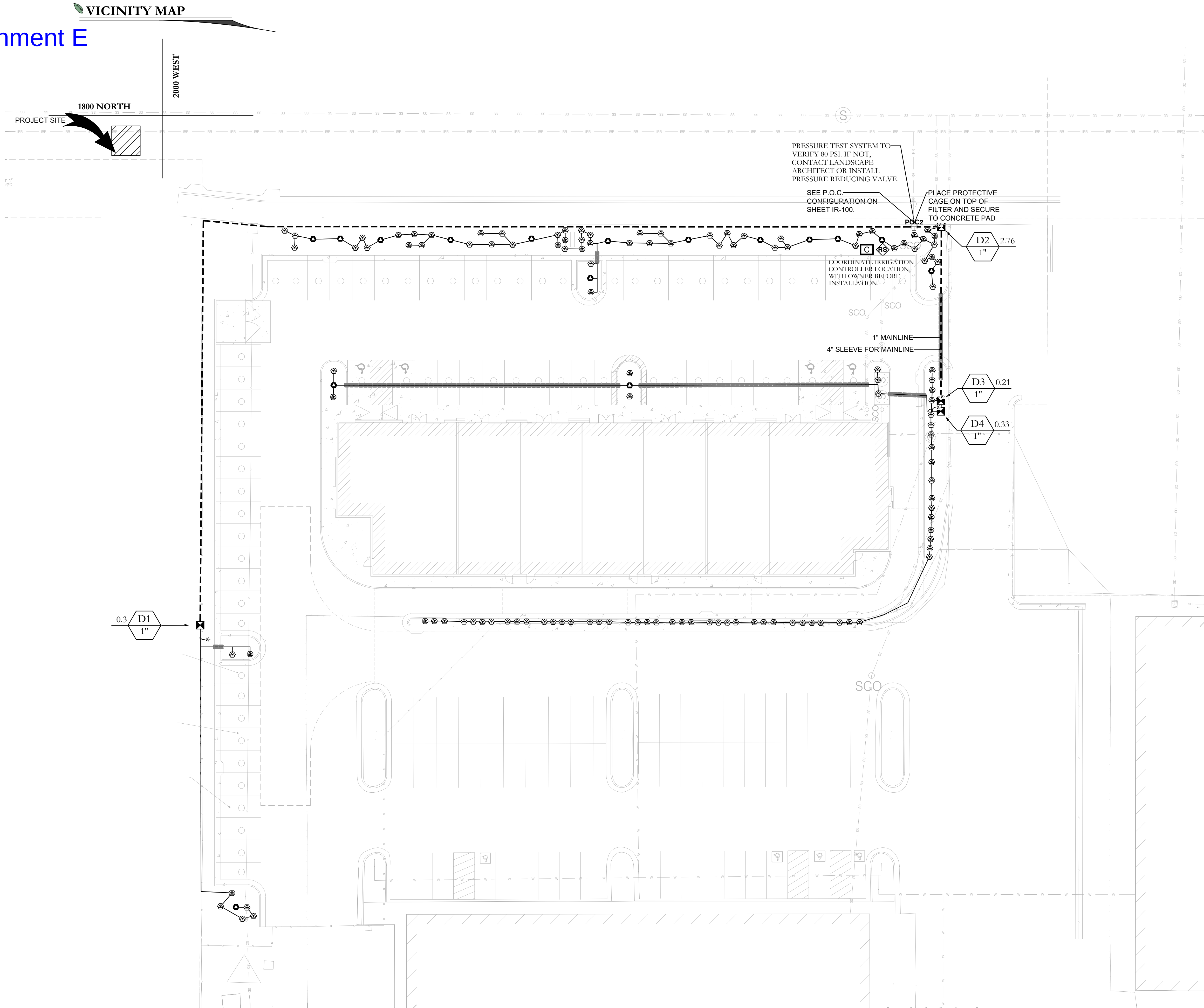
4

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

VK RETAIL

2057 W. 1800 N.

CLINTON, UTAH



IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XZC-100-IVMQ(2) 1" Wide Flow IVM Drip Control Kit for Commercial Applications. 1in. Ball Valve with 1in. PESBIVM Smart Valve w/ factory installed IVM-SOL. 0.3-20 gpm and 1in. Pressure Regulating 40psi Quick-Check Basket Filter 0.3-20 gpm	4
	Rain Bird XFS-09-18 Drip Ring(SHRUB)	125
	Rain Bird XFS-09-18 Drip Ring(TREE)	16
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird 44-RC 1" 1in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Thermoplastic Rubber Cover, and 2-Piece Body.	1
	Shut Off Valve	1
	Rain Bird EFB-CP-PRS-D 1-1/2" 2in. Brass Master Valve, that is Contamination Proof w/Self-Flushing Filter Screen. Globe Configuration, Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use. With Pressure Regulator.	1
	Rain Bird ESPLXIVM 60 Station, 2-Wire Controller w/ Smart Valve Technology. (1) ESPLXIVM 60-Station, Indoor/Outdoor, Plastic Wall-Mount Cabinet. System Requirements: Rain Bird LXIVM-XXX Integrated Valve Modules & 2-Wire Devices. Use Paige Electric Cable P7072D & Rain Bird WC20 Dry Splices ONLY. Ground System w/ (X) LXIVMSD Surge Device in Rain Bird Round Valve Boxes. Install Per Manufacturers Recommendations.	1
	Rain Bird WRZ-RC Wireless Rain Sensor Combo, includes 1 receiver and 1 rain sensor transmitter.	1
	Rain Bird FS-200-B 2in. Flow Sensor, Brass Model. Suggested Operating Range 10 GPM to 100 GPM. Size for Flow Not According to Pipe Size. Rain Bird Compatible Controllers: ESP-LXIVM(P) LXD LXME2(P) ME3, or Controllers Accepting Custom K-Factor and Offset. Install in Rain Bird Valve Box.	1
	Amiad 2-T-S-SCAN-Steel Screen 200mm Amiad 2in. T-Super Scanaway Manual Plastic Filter, NPT thread, Steel Screen Element. Clogging Indicator Kit. Engineered-plastic material, maximum working pressure 145psi.	1
	Point of Connection 2"	1
	Irrigation Lateral Line: PVC Schedule 40	69.5 lf
	Irrigation Lateral Line: PVC Schedule 40 3/4"	1,102 lf
	Irrigation Mainline: PVC Schedule 40	533.0 lf
	Pipe Sleeve: PVC Class 200 SDR 21 Typical pipe sleeve for irrigation pipe. Pipe sleeve size shall allow for irrigation piping and their related couplings to easily slide through sleeving material. Extend sleeves 18 inches beyond edges of paving or construction.	258.8 lf
	Valve Callout Valve Number Valve Flow Valve Size	

P.O.C. CONFIGURATION

	SOURCE DATA
	SHUTOFF VALVE
	AMIAD SCREEN FILTER
	MASTER VALVE
	1" FLOW SENSOR
	QUICK COUPLER

(NOTE: PRESSURE TEST SYSTEM TO VERIFY 80 PSI. IF NOT, CONTACT LANDSCAPE ARCHITECT OR INSTALL PRESSURE REDUCING VALVE.)

ISSUE DATE

5/21/2026

PROJECT NUMBER

UT25128

PLAN INFORMATION

THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON 08/19/2025

PROJECT INFORMATION

VK RETAIL
2057 W. 1800 N.
CLINTON, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

ELEMENTAL STUDIOS
ATT: BOYD VIEHWEG
801-792-2693
BVIEHWEG@GMAIL.COM

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP
Landscape Architecture Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 995-2217
www.pkjdesigngroup.com

LICENSE STAMP

DRAWING INFO

PM: JTA
DRAWN: ACP
CHECKED: KBA
PLOT DATE: 5/21/2026

NO.

REVISION

DATE

1

XXXX

XX-XX-XX

2

3

4

811

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

0'

10'

20'

40'

80'

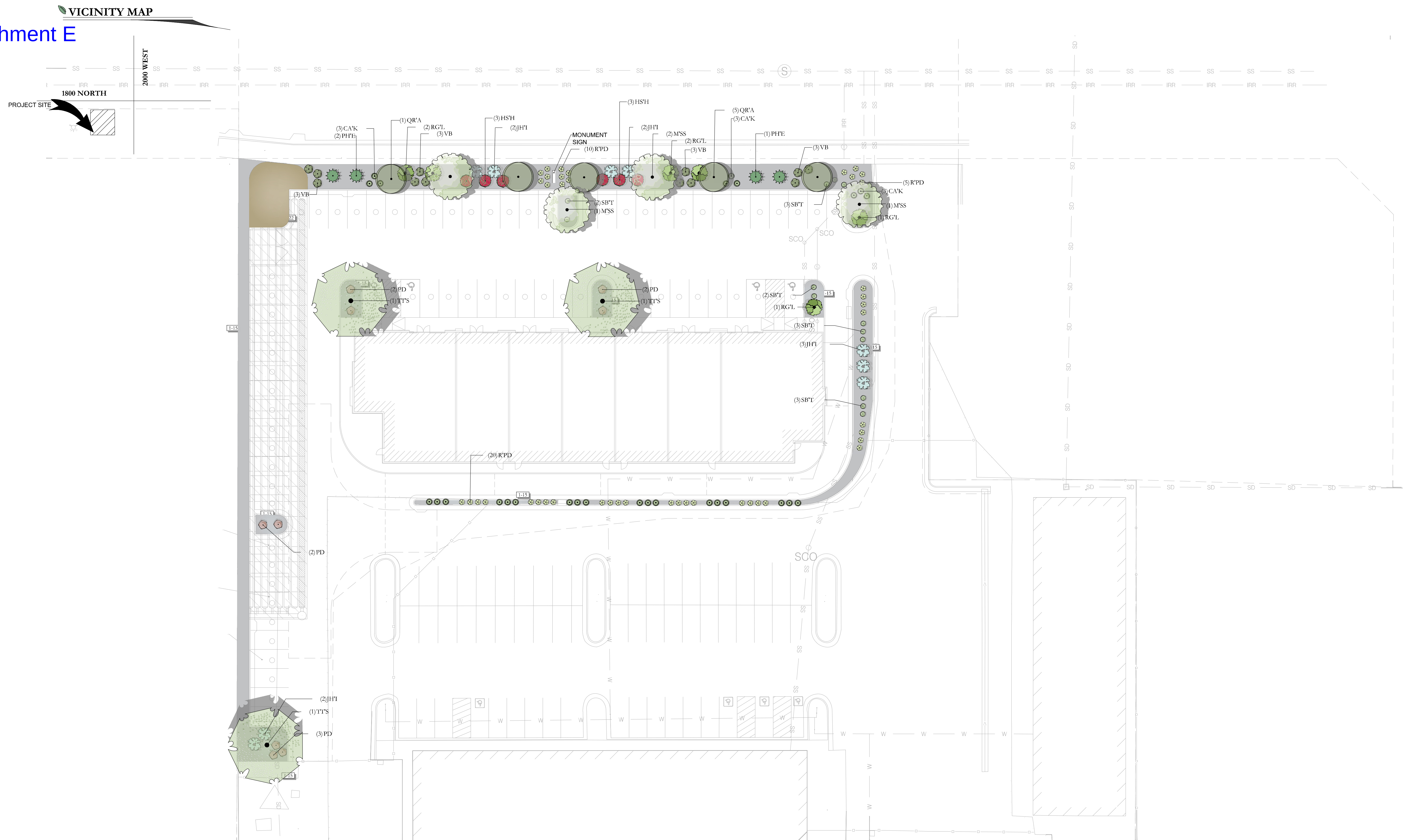
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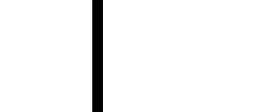
IRRIGATION OVERALL PLAN

CITY PERMIT SET

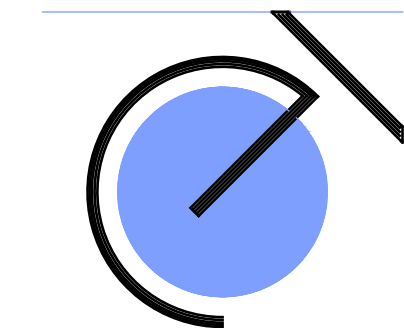
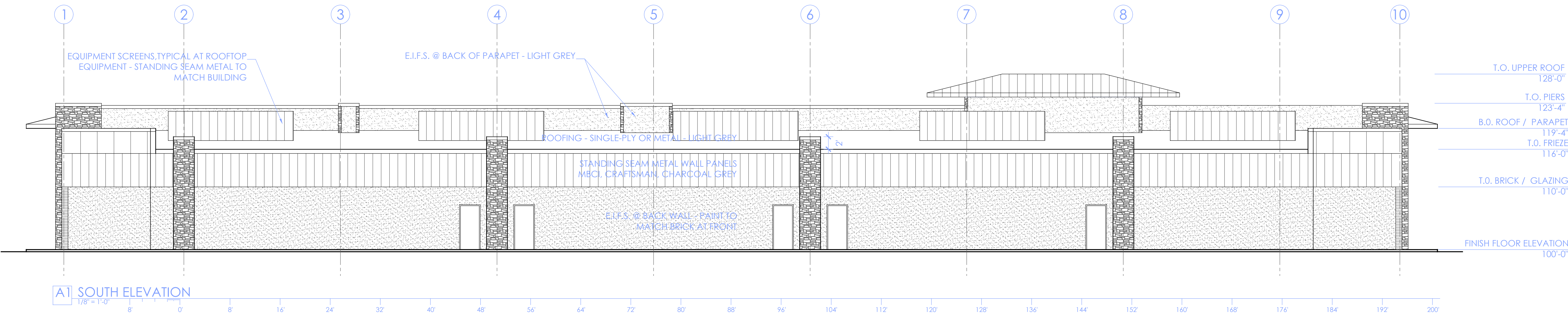
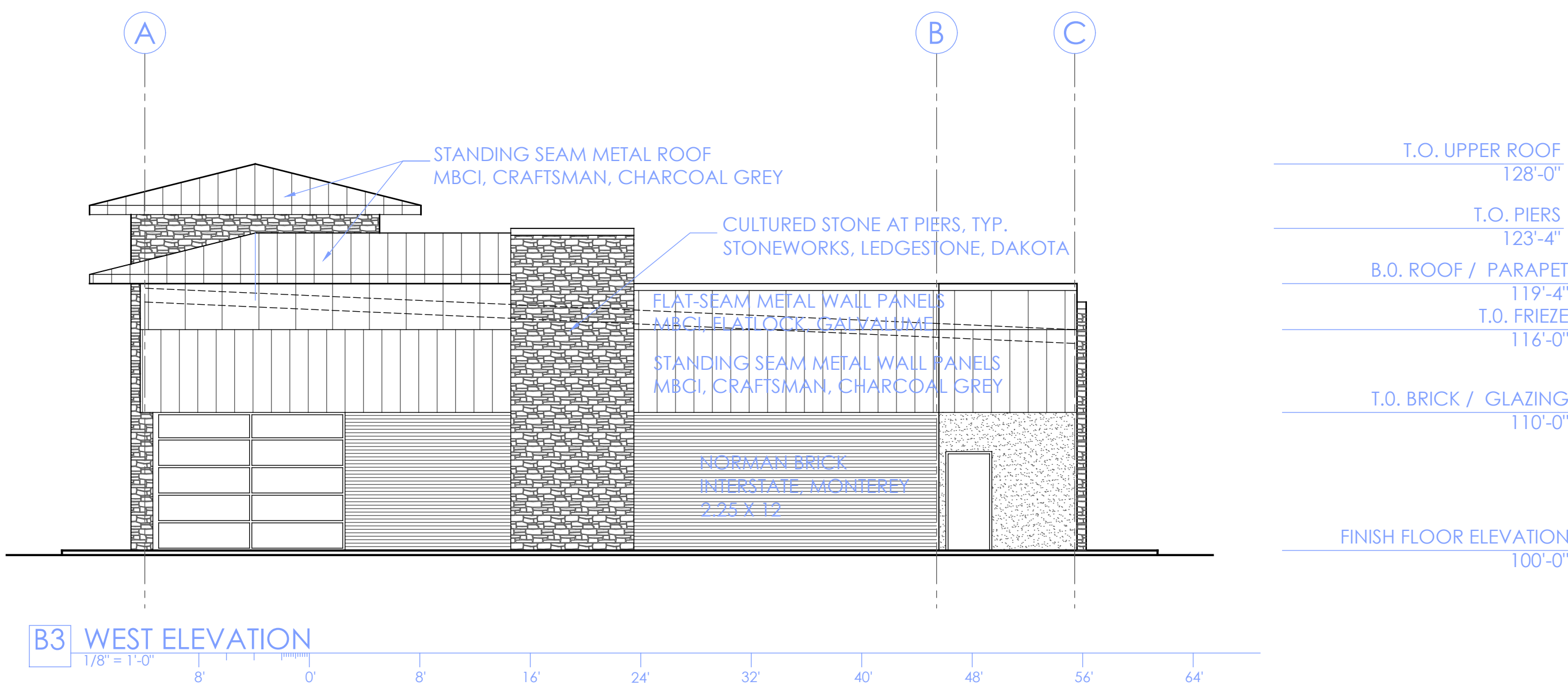
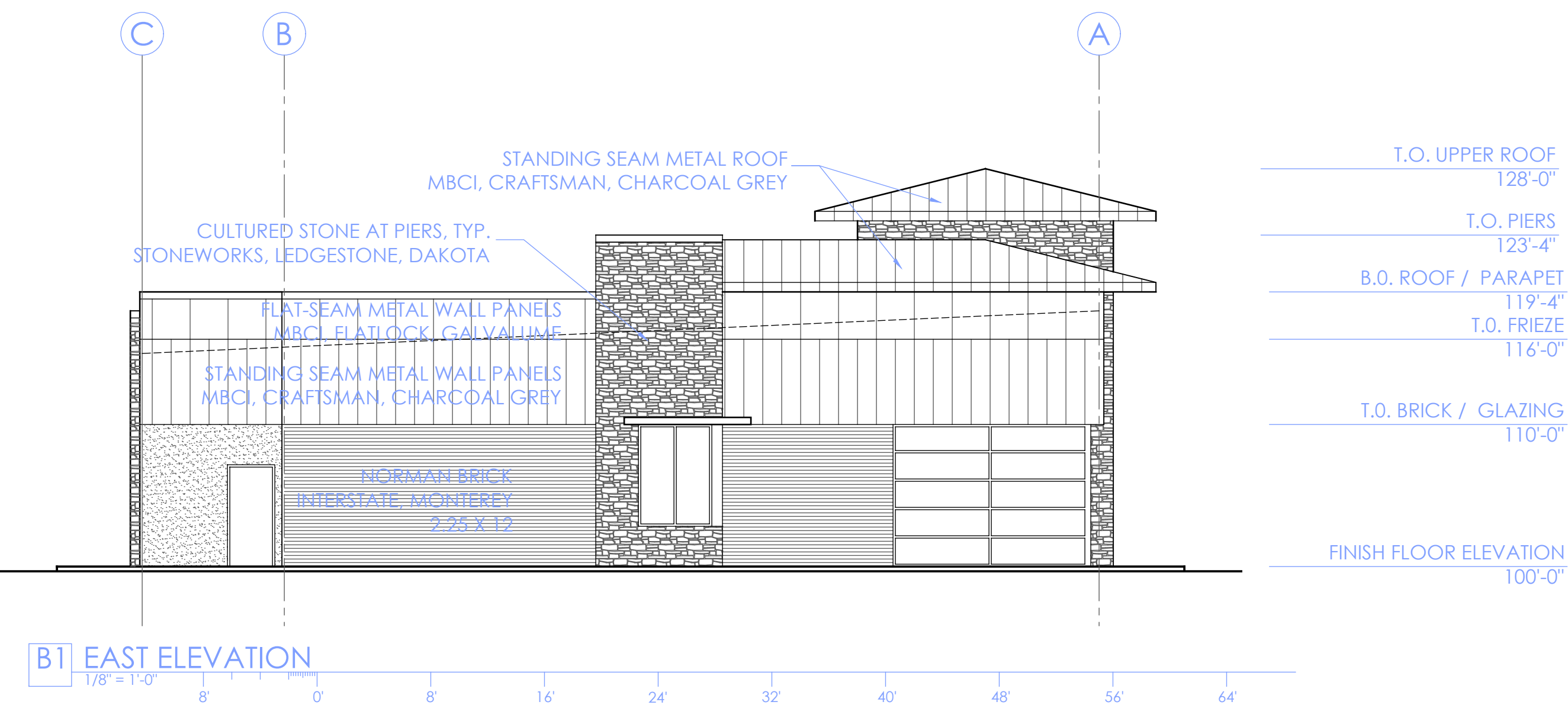
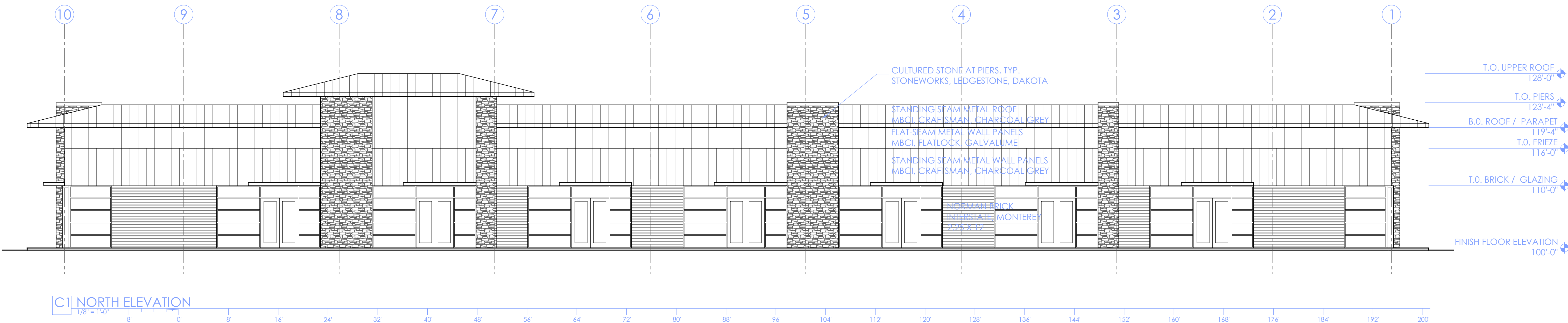
IR-100

Attachment E



ISSUE DATE		PROJECT NUMBER		PLAN INFORMATION		PROJECT INFORMATION		DEVELOPER / PROPERTY OWNER / CLIENT		LANDSCAPE ARCHITECT / PLANNER		LICENSE STAMP		DRAWING INFO																
5/21/2026		UT25128		** THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON 08/19/2025		VK RETAIL 2057 W. 1800 N. CLINTON, UTAH		ELEMENTAL STUDIOS ATT: BOYD VIEHWEG 801-792-2693 BVIEHWEG@GMAIL.COM		PKJ DESIGN GROUP Landscape Architecture Planning & Visualization				PM: JTA DRAWN: ACP CHECKED: KBA PLOT DATE: 5/21/2026																
<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th></tr><tr><td>1</td><td>XXXX</td><td>XX-XX-XX</td></tr><tr><td>2</td><td></td><td></td></tr><tr><td>3</td><td></td><td></td></tr><tr><td>4</td><td></td><td></td></tr></table>		NO.	REVISION	DATE	1	XXXX	XX-XX-XX	2			3			4			 BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.bluestakes.org		 GRAPHIC SCALE: 1" = 20'											
NO.	REVISION	DATE																												
1	XXXX	XX-XX-XX																												
2																														
3																														
4																														
THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS PROPERTY OF PKJ DESIGN GROUP. IT IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF PKJ DESIGN GROUP.																														

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SITE PLAN REVIEW DRAWINGS

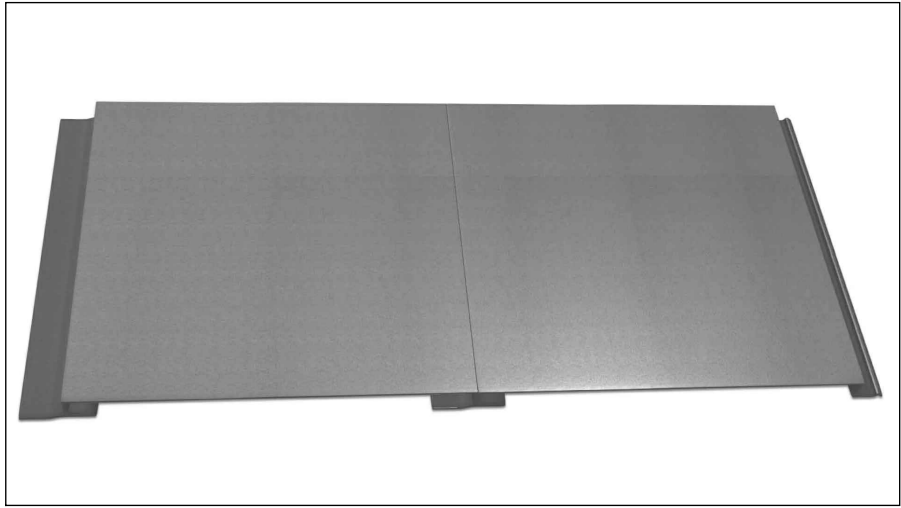
elemental studio
130 SOUTH 1300 EAST, #509 | S.L.C., UT 84102
801-792-2693
VK RETAIL - MULTI-TENANT SHELL
2057 WEST 1800 NORTH | CLINTON, UT 84015

2011
BV
elemental #
OWNER / CHK:
DRAWN / CHK:
OWNER PROJECT #
REVISION / DATE
2026-07-22

EXTERIOR
ELEVATIONS
A201
JULY 14, 2025



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FLAT-SEAM METAL WALL PANELS
MBCI, FLATLOCK, GALVALUME



STANDING SEAM METAL ROOF
MBCI, CRAFTSMAN, CHARCOAL GREY

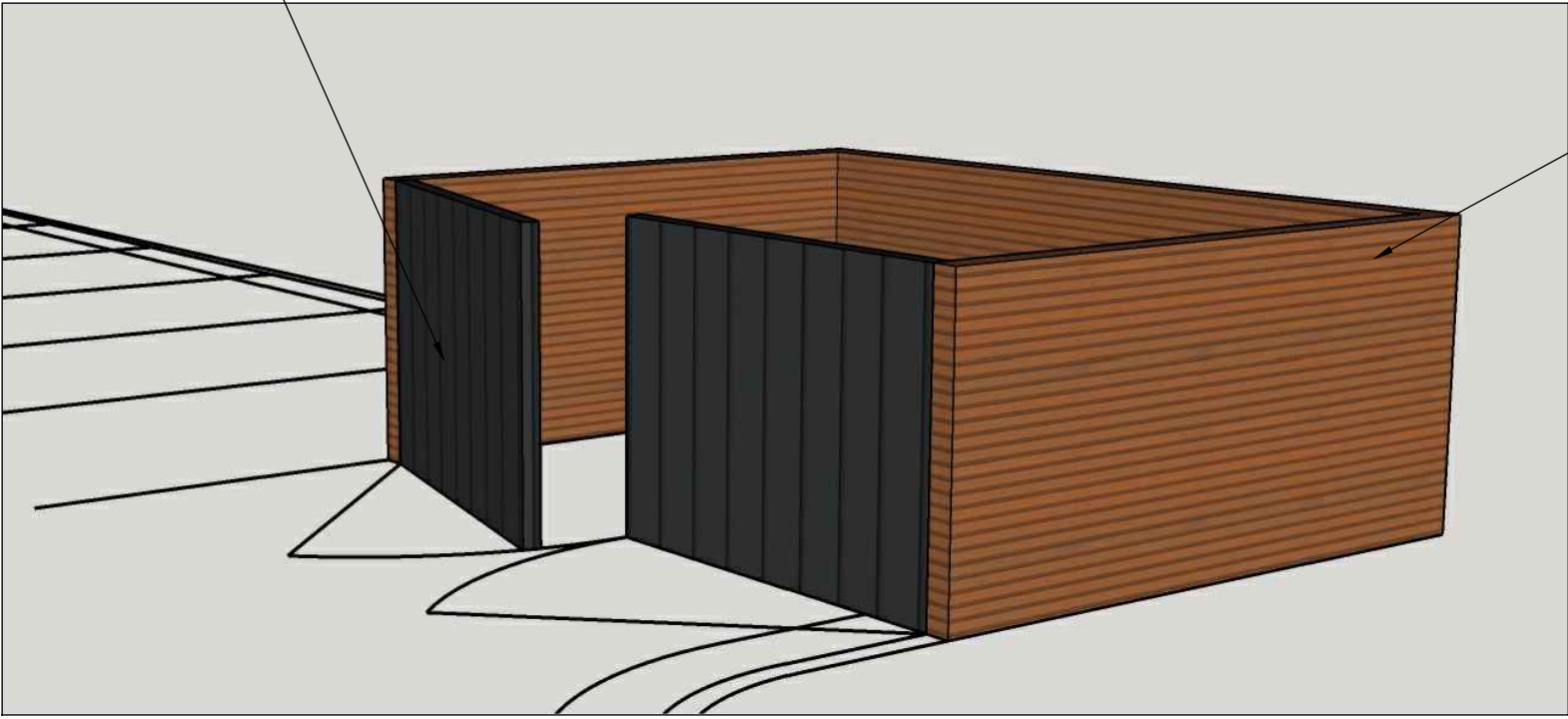


CULTURED STONE AT PIERS, TYP.
STONEWORKS, LEDGESTONE, DAKOTA

STANDING SEAM METAL WALL PANELS
MBCI, CRAFTSMAN, CHARCOAL GREY

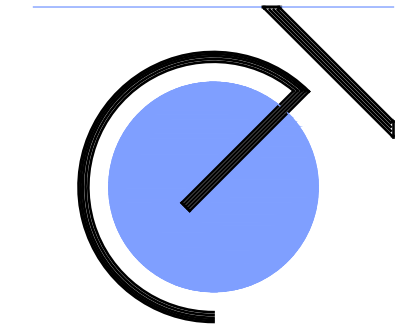


C3 NORTHEAST PERSPECTIVE
1/8" = 1'-0"



A2 TRASH ENCLOSURE PERSPECTIVE
NTS

NORMAN BRICK
INTERSTATE, MONTEREY - 2.25 X 12



Clinton City Zoning Ordinance

Chapter 28-20 - Central Business District Design Guidelines

Design Review Procedures.

- (a) The design review of all projects designated in the Zoning Ordinance with a (DR) notation shall begin with a pre-submittal conference. The conference shall be attended by the applicant and City staff in the Community Development Department to review the submittal requirements and the design review process. Following submittal of the development design, additional staff reviews may occur prior to scheduling a review by the Planning Commission.
- (b) The City requires that all projects within the Central Business District be approved through the design review process before final site plan approval can be granted, and before a building or other development permit is granted.
- (c) The Planning Commission will perform an Architectural Design Review – Points Evaluation to determine adherence to the Prairie Style architecture and character as described in the Design Standards. Points shall be awarded for each design component listed below according to the committee’s evaluation of the project. The standards and requirements found in zoning, subdivision and other land development regulations are not evaluated.

Points are assigned as follows:

+2 points:	If a project exceeds or meets excellently the intent of the standard or guideline.
+1 point:	If a project meets well the intent of the standard or guideline.
0 points:	If a project adequately meets the minimum intent of the standard or guideline.
-1 point:	If the project does not adequately meet the intent of the standard or guideline.
-2 points:	If the project substantially fails to follow the intent of the standard or guideline.

- d) The following chart is used to perform the Architectural Design Review - Points Evaluation. All applicable characteristics are rated and points are totaled.
- e) In addition to the above, the Planning Commission must make findings that the development site plan will meet the general purpose and spirit of the Performance Standard Zone ordinance.

VK Retail – Staff Recommended Design Review Scoring		
Table 20.1	Design Review – Points Evaluation	
	Point	Notes
1. Building orientation	-----	-----
a. To the street	1	
b. For future infill	N/A	
2. Roofing type and pitch	0	
3. Roof line length	-1	
4. Building height	1	
5. Building materials	0	
6. Façade length variation	0	
7. Color schemes	2	
8. Location and proportion of porches, and entrances	0	
9. Location and proportion of windows	1	
10. Ornamentation and details	0	
11. Parking integration	0	
12. Sign integration	0	
13. Site landscaping design	-----	-----
a. Fencing/walls	-1	
b. Sidewalks	N/A	
c. Trees	0	
d. Solid waste enclosures	0	
e. Additional/Increased landscape buffers	N/A	
14. Exterior lighting	0	
TOTAL	3	
DESIGN REVIEW AVERAGE SCORE (Total / 16)	0.18	

CLINTON CITY PLANNING COMMISSION

STAFF REPORT

MEETING DATE:	August 6, 2026
AGENDA ITEM:	2
PETITIONER(S):	N/A
SUBMITTED BY:	Keaton Jones, Senior Planner
TYPE OF VOTE:	Roll Call Vote – Yes
SUBJECT:	Proposed Amendments to the Accessory Dwelling Unit (ADU) Standards

RECOMMENDATION

That the Planning Commission recommend to City Council approval of the proposed amendments to the Accessory Dwelling Unit (ADU) Standards that incorporate the modifications discussed by the Commission.

BACKGROUND INFORMATION

Accessory Dwelling Units (ADUs) are smaller, secondary dwelling units allowed on lots with a primary single-family home. ADUs can take several forms, including:

- **Internal ADUs** – located entirely within the existing home
- **Attached ADUs** – created as an addition to the home
- **Detached ADUs** – located in a separate structure, typically in the rear or side yard

In 2022, the City Council adopted regulations for internal ADUs in response to State law requirements. In March 2025, the City Council approved amendments to the ADU Standards (Chapter 28-3-27) to expand and clarify regulations for attached and detached ADUs. These amendments were intended to clearly distinguish between the different ADU types and to establish development standards for detached ADUs located in separate structures.

DISCUSSION AND ANALYSIS

ATTACHMENT A contains proposed changes to the Accessory Dwelling Unit regulations based on discussions from previous Commission meetings. State law now requires only one public hearing for a zoning ordinance amendment. As previous meetings only included as discussion of these changes, this meeting has been noticed as a public hearing as staff is seeking a recommendation

from the Planning Commission to the City Council regarding these ordinance changes.

Attachment B contains a definition of Recreational Vehicle as it relates to Accessory Dwelling Units. As recreational vehicles do not have permanent foundations, it is proposed that we not permit them to be used as Accessory Dwelling Units.

Attachment C adds Recreational Vehicle to the Residential Use table as a not permitted type of single-family dwelling.

ATTACHMENTS:

- A) Draft Amendments to Chapter 28-3-27 – Accessory Dwelling Units
- B) Draft Amendments to Chapter 28-2-2 – Definitions
- C) Draft Amendments to Chapter 28-14-2 - Uses

Exhibit A

Title 28 Zoning

Chapter 28-3-27 Accessory Dwelling Unit Standards

- (1) Accessory dwelling units ("ADUs") in single-family residential zones are an important tool in the overall housing goals and needs of the city and allow for alternative and flexible housing options on owner-occupied single-family lots. The purpose of the standards of this chapter are to:
 - (a) Preserve and enhance life safety standards required for residential occupancy through the creation of a regulatory process for ADUs;
 - (b) Provide housing options for individuals and families in all stages of life and/or with a moderate income that might otherwise have difficulty finding adequate housing within the city;
 - (c) Provide opportunities to offset rising housing costs and promote reinvestment in existing single-family residential zones;
 - (d) Preserve the character of single-family neighborhoods through adequate standards governing ADUs; and
 - (e) Comply with UTAH CODE ANN. 10-9a- 530, which designates internal ADUs as permitted uses in all single-family residential zones and imposes limitations on the extent that municipalities may regulate internal ADUs.
- (2) ADUs - Where Permitted.
 - (a) Internal, attached, and detached ADUs are a permitted use in primary dwellings and on lots under owner occupancy in the city's R-1 (single-family), and A (agricultural) zones, and existing single-family homes in the PZ (performance) zone, subject to the approval process detailed in this chapter.
 - (b) Internal, attached, and detached ADUs are prohibited where the primary dwelling is served by a failing septic tank.

(3) ADU - Approval Process. The approval process for ADUs in the city is as follows:

Prior to submitting a formal building permit application, the applicant must submit a preliminary site plan to the Community Development Department for review. This preliminary site plan can be a hand-drawn sketch but must be to-scale. The purpose of the preliminary site plan review is to provide basic feedback for an ADU proposal in regard to the size, setbacks, and rear yard impervious surface ratio requirements outlined in this code. The intent of this requirement is to encourage an early conceptual discussion between the applicant and city staff through a less formal site plan review to help guide the applicant prior to expending extensive resources on a detailed design. Completion of this initial step does not guarantee subsequent final site plan approval with the building permit.

(a) The preliminary site plan shall include the following:

(i) The proposed location of the ADU in relation to the primary dwelling and any other structures on the property.

(ii) The ADU setbacks from the property lines, primary dwelling, covered patios, decks, sheds, and other accessory structures.

(iii) The square footage of the ADU living space and attached garage space if applicable. The square footage of all existing accessory structures, sheds, and impervious surfaces should also be included.

(iv) The proposed location and dimensions of any proposed parking space or driveway area.

~~(v)~~ (v) The proposed location and overall width of any new driveway approach. The distance from property lines and any existing driveway approach must be listed.

~~(a)~~(b) ADU permit applications shall be filed through the city's online building permit portal and shall include the following:

- (i) Documentation that demonstrates the property is owner occupied;
- (ii) A to-scale site plan showing all building on the lot, required off-street parking, and floor plans of all building associated with the proposed ADU. Such plans may be conceptual but shall provide reasonable detail and specification for full understanding of the proposed ADU;
- (iii) Applicable structural, electrical, and mechanical specifications and drawings compliant with pertinent building code requirements;
- (iv) Payment of applicable permit and inspection fees;
- (v) Completion of a satisfactory property/building inspection; and
- (vi) Issuance of necessary building permits.

~~(b)~~(c) A portion of a principal dwelling unit with the characteristics of a separate dwelling unit but not occupied by a second family is exempt from obtaining an ADU permit upon completion and recordation of an exemption form provided by the city.

~~(c)~~(d) ADUs shall comply with all other applicable building ~~permit~~codes, zoning codes, and ~~building~~fire code requirements.

~~(d)~~(e) The Fire Department shall review ADU permits for access and safety compliance with City and International Fire Code (IFC) requirements.

~~(e)~~(f) Upon approval of an ADU permit and where the ADU occupant is paying rent, the owner shall be subject to the Residential Rental Dwelling license and fee requirement outlined in Chapter 15-19 of this Title.

~~(f)~~(g) Upon approval and issuance of a building permit for an ADU, the city shall record a notice in the office of the county recorder that shall include:

- (i) a description of the primary dwelling;
- (ii) for an internal or attached ADU, a statement that the primary dwelling contains an accessory dwelling unit; and

- (iii) for a detached ADU, a statement that the lot contains a detached accessory dwelling unit; and
- (iv) a statement that the accessory dwelling unit may only be used in accordance with the city's land use regulations.
- (v) The city shall, upon recording the notice, deliver a copy of the notice to the owner of the ADU.

(4) ADU Development Standards.

(4)(a) General Standards

- ~~(a)~~(i) The property's record owner (including titleholders and contract purchasers) must occupy either the primary dwelling unit or the approved ADU as such owner's permanent residence and at no time receive rent for the owner-occupied unit. An application for an ADU permit shall include evidence of owner occupancy in the form of the affidavit required by Section 28-3-5 of this chapter and such other verification(s) as the city reasonably may require.
- ~~(b)~~(ii) Owner occupancy for a dwelling with an accessory dwelling unit shall not be required when:
 - ~~(i)~~(1) The owner cannot live in the dwelling because of a bona fide temporary absence of three years or less for a temporary job assignment, sabbatical, or voluntary service;
 - ~~(ii)~~(2) The owner was living in the dwelling immediately prior to leaving for the temporary job assignment, sabbatical, or voluntary service; and
 - ~~(iii)~~(3) The owner intends to make the dwelling his/her primary place of residence upon returning from the temporary job assignment, sabbatical, or voluntary service.
- ~~(c)~~(iii) ADUs shall not be used as short-term rentals for occupancy of fewer than 30 consecutive days.
- ~~(d)~~(iv) Only one ADU may be created per lot or property.
- ~~(e)~~(v) The design and size of the ADU shall conform to all current applicable standards in the building, plumbing, electrical, mechanical, fire, health, and any other applicable codes. When a new ADU is proposed in or attached to an existing home, the entire ADU shall be brought up to all minimum standards, as inspected and approved by city staff.
- ~~(f)~~(vi) The installation of separate utility meters for an ADU is prohibited.
- ~~(iv) Each ADU shall require one off-street parking space in addition to the required parking for the primary dwelling unit. In no case shall fewer than three total off-street parking stalls be provided for any property with an ADU.~~
- ~~(v) Any parking spaces contained within a garage or carport shall be replaced if an ADU is created within the garage or carport.~~

(vii) ADUs shall maintain the same address as the primary dwelling with the addition of "Unit B."

(viii) ADUs may not be created within a mobile home as defined in UTAH CODE ANN. 57-16-3, as amended. or within a mobile home community. All ADUs shall be permanently affixed to a permanent foundation meeting the requirements of the currently adopted International Residential Code (IRC), including applicable frost protection requirements. Accessory dwelling units shall not be installed, constructed, or maintained on a mobile chassis, wheels, axles, towing frame, or any other transportable or temporary foundation system. An ADU shall not be permitted in a recreational vehicle as defined in this Title.

(ix) The combined maximum rear yard area coverage for detached ADUs and other detached structures is 25%.- Other existing rear yard impervious surfaces (i.e. patios, driveways, sport courts, etc.) shall also be counted towards said 25% maximum coverage.

(x) A detached accessory dwelling unit may be constructed as a two-story structure, provided that the total living space floor area of the accessory dwelling unit shall not exceed the maximum living space otherwise permitted by this chapter. Where the first story is designed and utilized exclusively as an enclosed garage or other non-habitable space, the habitable floor area located on the second story shall not exceed the maximum allowable floor area established by this chapter, which shall be limited to fifty percent (50%) of the habitable living space of the primary dwelling. The construction of a second story shall not be used to increase the maximum permitted habitable living space of an accessory dwelling unit beyond the limits established herein.

(xi) A detached ADU shall not be more than one hundred fifty (150) feet from a public roadway. The required distance shall be measured from the edge of the public roadway to the midpoint of the exterior wall farthest from the roadway, using the shortest approved access route. The Fire Marshall may approve an exception to this standard when approved fire apparatus access road is provided in accordance with the currently adopted International Fire Code (IFC). Any fire apparatus access road approved under this subsection shall comply with all applicable IFC requirements, including, but not limited to, minimum width, all-weather driving surface, vertical clearance, grade, and turnaround provisions.

(b) Parking, Driveways, and Garage Standards

(i) Each ADU requires one off-street parking space in addition to the required parking for the primary dwelling unit. In no case shall fewer than three total off-street parking stalls be provided for any property with an ADU.

(ii) Any covered parking spaces contained within a garage or carport shall be replaced if an ADU is created within an existing garage or carport.

(iii) A detached ADU may only have an attached garage or carport if the square footage of the overall footprint of the structure does not exceed the rear yard impervious surface ratio of the zone in which it is located and meets the required setbacks.

(1) The minimum dimensions of an enclosed single-car garage or carport shall have interior dimensions of 10' x 20'.

(2) The minimum dimensions of an enclosed two-car garage or carport shall have interior dimensions of 20' x 20'. The maximum dimensions of an enclosed two-car garage or carport shall not exceed 25' x 30' or 750 sq. ft.

(3) The area allotted for garage space may only be used for parking vehicles and storage and shall not be substituted or converted to create additional living space.

(iv) A driveway leading to a detached ADU garage shall be paved with concrete or asphalt.

(v) The driveway width shall not exceed the width of the garage space.

(vi) An ADU driveway shall be accessed by way of a concrete driveway approach designed to meet the requirements of the Clinton City Engineering and Standard Specifications. A separate permit must be obtained from the public works department for any proposed driveway approach.

(vii) No additional accessory parking shall be permitted adjacent to the ADU driveway or the ADU structure.

5. Applicability.

Structures legally existing prior to March 25, 2025 that do not comply with the setback requirements established by the Chapter may be converted to a detached ADU subject to the conditions outlined herein.

(d)a. Conditions for Conversion

(i). The conversion must meet all applicable building, fire, safety, and other municipal codes.

(ii). No new windows or other openings shall be permitted on any building elevation located closer to property lines than the setbacks prescribed in this Chapter.

(iii). Existing openings on elevations located within detached ADU setback areas may remain as originally constructed or be reduced in size or eliminated provided they are not expanded or relocated.

~~(e)~~**b.** Additional Regulations. Compliance with this section does not exempt the ADU structure from any other applicable city ordinances, codes, or regulations.

~~(f)~~**c.** Restrictions on Additions. Any additions or expansions to the existing structure intended for conversion into a detached ADU shall adhere strictly to current setback requirements and height restrictions.

Table 3.27.1 ADU Setbacks

<u>REQUIREMENTS</u>	<u>INTERNAL ADU</u>	<u>ATTACHED ADU</u>	<u>DETACHED ADU</u>			
			<u>DETACHED ADU</u> Single Story	<u>DETACHED ADU</u> Single Story	<u>DETACHED ADU</u> 2-Story	<u>DETACHED ADU</u> 2-Story
<u>LOCATION</u>	Inside Primary Dwelling	Attached to Primary Dwelling	Side Yard Area	Rear Yard Area	Side Yard Area	Rear Yard Area
<u>MAXIMUM HEIGHT LIMIT</u> ¹	Same as Primary Dwelling	Same as Primary Dwelling	16' to Roof Peak	16' to Roof Peak	25' to Roof Peak	25' to Roof Peak
<u>MINIMUM SIDE SETBACKS</u> ²	Same as Primary Dwelling	Same as Primary Dwelling	Same as Primary Dwelling	5 feet	10 feet	10 feet
<u>MINIMUM CORNER SIDE SETBACKS</u>	Same as Primary Dwelling	Same as Primary Dwelling	Same as Primary Dwelling	Same as Primary Dwelling	Same as Primary Dwelling	Same as Primary Dwelling
<u>MINIMUM REAR SETBACKS</u>	Same as Primary Dwelling	Same as Primary Dwelling	10 feet	10 feet	Same as Primary Dwelling	20 feet
<u>MINIMUM DISTANCE FROM HOME</u>	No Restriction	No Restriction	10 feet	10 feet	10 feet	10 feet
<u>ENTRANCE</u>	Side or Rear	Side or Rear	Side or Rear <u>No Restriction</u>	Front, Side, Rear <u>No Restriction</u>	Side or Rear <u>No Restriction</u>	Front, Side, Rear <u>No Restriction</u>
<u>SIZE LIMIT</u> ³	No Limitation	50% up to 1,500 sf	50% up to 1,500 sf	50% up to 1,500 sf	50% up to 1,500 sf	50% up to 1,500 sf

1. In no case shall a detached ADU exceed the height the primary dwelling measured at the peak of the roof.
- ~~2. Minimum roof pitch shall be 4:12; maximum roof pitch shall be 12:12.~~
- ~~3.2.~~ ADU entrance/exit doors in side yards shall be set back 10' from side property lines for detached and attached ADUs.
- ~~4.3.~~ ADU livable square footage cannot exceed 50% of the primary dwelling unit's ~~livable~~living space (parking, unfinished and unpermitted basements, and non-habitable storage areas shall not be counted).

6. Affidavit.

- (a) All applications for ADU permits shall include a notarized affidavit, signed by the record owner of the property, that includes a description of the primary dwelling unit; an acknowledgement that the primary dwelling unit contains or will contain an accessory dwelling unit; a declaration of onsite owner occupancy of the primary or accessory dwelling unit and a statement that the ADU may only be used in accordance with the city's land use regulations. Change in ownership of the primary dwelling shall not require any additional zoning approval, but shall require an updated ADU permit, site inspection (if applicable), and signed affidavit.

7. Inspection.

- (a) Prior to approval of an ADU permit, all required building permits shall be completed by the applicant and inspected by the city's building official or designee to verify compliance with all applicable city standards.
- (b) If no additional work is proposed or required to ready an ADU for occupancy, the applicant shall submit a minimum-fee building permit application, accompanied by an inspection by the city's building official, to ensure compliance with all applicable standards.

8. Termination.

- (a) If the primary dwelling's record owner changes and is not accompanied by a new ADU application, or if the primary dwelling's record owner is no longer permanently residing in the primary dwelling, then the ADU shall be immediately vacated and shall no longer be used as an internal ADU. The city may revoke, or may choose to deny license renewal, to any property with unresolved violations of this code arising from or related to operation of an ADU. The city may also hold a lien against a property that contains an ADU that violated this chapter pursuant to the procedures detailed in UTAH CODE ANN. 10-9a-530(5), as amended.

Exhibit B
Title 28 Zoning
Chapter 28-2-2 Definitions

...

"Retail" means the sale of goods or articles individually or in small quantities directly to the consumer.

"Recreational Vehicle" A self-propelled or permanently towable, mobile living unit typically used for temporary human occupancy away from the user's permanent place of residence. Recreational vehicles also include such vehicles as a travel trailer, camper, boat/watercraft, tiny home, and other similar types of vehicles.

"Right-of-Way" means any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

...

Exhibit C

Title Zoning

Chapter 28-14-2 Uses

TABLE 14.2 ^{118, 198, 208}		RESIDENTIAL ZONES					
USES		R-1-6	R-1-8	R-1-8a ²⁵	R-1-9 ^{21, 24}	R-1-10	R-1-15 ⁵²
P = Permitted C = Conditional N = Not Permitted A = Accessory ¹³⁴							
1.	Agriculture	P	P	P	P	P	P
2.	Single Family Dwelling						
	1. Site-built ⁵²	P	P	P	P	P	P
	2. Modular Structures ⁵²	P	P	P	P	P	P
	3. Manufactured Housing ⁵²	P	P	P	P	P	P
	4. Camper Trailer or Recreational Vehicle	N	N	N	N	N	N
	5. Mobile Home	N	N	N	N	N	N
3.	Household Pets	P	P	P	P	P	P
4.	Garages, accessory buildings, sheds, carports and uses customarily incidental to any permitted use. ^{169, 199}	P	P	P	P	P	P
5.	Public Building: public park, public recreation grounds and associated buildings.	P	P	P	P	P	P
6.	Raising, pasturing, and maintaining of not more than the following animal and fowl units for family food production or pleasure: 1 animal unit and 1 fowl unit for each one acre in the lot up to a maximum of 5 animal and 2 fowl units.	P	P	P	P	P	N
7.	Residential Chickens (see § 28-2-2 and 28-3-9) Permitted only on all residential lots where setbacks are met. (All chickens are registered at City) ^{170, 208}	P	P	P	P	P	P
8.	Family Day Care Center ²⁶	A	A	A	A	A	A
9.	Home Business ¹⁷⁹	P	P	P	P	P	P
10.	Golf Course	C	C	C	C	C	C
11.	Churches, Synagogues, and Temples ¹⁸²	P	P	P	P	P	P
12.	Educational Institution (Elementary and Secondary, including associated grounds and athletic and other facilities) ¹⁸²	P	P	P	P	P	P
13.	Accessory Dwelling Unit	P	P	P	P	P	P
14.	Public utility substation	C	C	C	C	C	C
15.	Handicapped Residential Facilities IAW Utah Code § 10-9-610 through §10-9-604. ¹³⁴	P	P	P	P	P	P
16.	Residential Facilities for Elderly IAW Utah Code § 1-9-501 through §10-9-504. ¹³⁴	P	P	P	P	P	P
17.	Municipal Water Wells, Reservoir, or Storage Tanks for water	C	C	C	C	C	C
18.	Kennels, Private or Commercial	N	N	N	N	N	N
19.	Garage and Yard Sales ¹⁷⁹	P	P	P	P	P	P
20.	Cemetery	P	P	P	P	P	P
21.	Sign – One nameplate or identification sign in accordance with the Clinton City Sign Ordinance ¹⁸²	P	P	P	P	P	P
22.	Bed and Breakfast ¹⁸²	P	P	P	P	P	P
23.	Temporary residences renting by the day or week ¹⁸²	P	P	P	P	P	P
24.	Temporary on site storage containers for emergency construction or repair of residences, with the following stipulations: ¹⁸² a. must be placed on a hard surface b. Can only be present for 3 months out of a 12 month period	P	P	P	P	P	P
25.	Garages, accessory buildings, carports uses customarily incidental to any non-residential use. ^{169, 199}	Structures will be evaluated along with application for primary use when evaluating a site plan as established in §28-3-10					

CLINTON CITY PLANNING COMMISSION

STAFF REPORT

MEETING DATE:	August 6, 2026
AGENDA ITEM:	3
PETITIONER(S):	West Clinton Residents (Kraig Butt & Mike Bastian)
SUBMITTED BY:	Keaton Jones, Senior Planner
TYPE OF VOTE:	Roll Call
SUBJECT:	Proposed West Clinton Annexation Draft Agreement and Annexation Area Zoning Map

RECOMMENDATION

Staff recommends that the Planning Commission forward a recommendation to the City Council for approval of the proposed West Clinton Annexation draft agreement and the proposed annexation area zoning map.

BACKGROUND INFORMATION

The West Clinton annexation area is located within the City's proposed expansion area outlined in the Annexation Policy Plan and the proposed annexation boundary has been coordinated with West Point City. The area proposed for annexation is contiguous to the City boundary and will close a gap of an unincorporated area between the current city boundaries of both West Point City and Clinton City. Based on all the surrounding city and county boundaries, this would be the last unincorporated property annexed into Clinton City.

The initial zoning of the annexation area will be reviewed and approved by the City Council as they are the land use authority for annexations. Subsequent zoning designations within the annexation area will be addressed and updated with the city's General Plan update. The majority of the annexation area is proposed for the A-1 zone which is an agricultural zoning designation. The property in the Northwest corner, also called the Lone Pine property, is proposed for the R-1-10 zone which is a single-family residential zoning designation. This zoning was requested by the owner of the property who is one of the petitioners who spearheaded the annexation petition. Additionally, another property located towards the Southwest corner is proposed for the R-M zone which is a multi-family residential zone. This property is owned by Nilson Homes who intends to include it in their development directly to the East that was previously annexed and zoned with the same R-M base zoning.

The proposed draft annexation agreement accompanies the annexation of approximately 155.14 acres located near 2425 North and 4500 West. The agreement establishes the framework for initial zoning, preservation of existing agricultural and lawful uses, future infrastructure responsibilities, and administration of development following annexation.

DISCUSSION AND ANALYSIS

The following analysis breaks down every article section within the draft annexation agreement highlighting the key provisions for each one.

Article I – Definitions

This article establishes the terminology used throughout the agreement to ensure consistent interpretation and administration. By defining key legal and planning terms at the outset, the agreement minimizes ambiguity and provides a common framework for future land use decisions.

Key Provisions:

- Defines the Annexation Area, Future Development, Existing Lawful Use, Existing Agricultural Operation, Public Improvements, and other recurring terms.
- Differentiates routine agricultural activities from development requiring City review.
- Clarifies that obligations apply only to participating owners and their successors.
- Defines Existing Rural Heritage Displays eligible for continued recognition.

Article II – Conditions Precedent and Legal Effect

This article explains the legal steps required before the agreement becomes effective and clarifies its relationship to the annexation and zoning ordinances. It also preserves the City's legislative authority while defining who is contractually bound by the agreement.

Key Provisions:

- Requires City approval of the annexation ordinance, zoning ordinance, and agreement before the agreement takes effect.
- Provides that the agreement becomes void if the annexation is not completed under Utah law.
- Clarifies that annexation and zoning occur through separate legislative actions.
- Preserves City Council discretion over future legislative decisions.

Article III – Annexation and Initial Zoning

This article establishes the initial zoning designations that will apply following annexation while emphasizing that zoning does not constitute development approval. It preserves the City's ability to consider future land use applications through its normal review processes.

Key Provisions:

- Assigns A-1 zoning to most annexed property to preserve rural and agricultural character.
- Assigns R-1-10 zoning to the Lone Pine property.
- Assigns R-M zoning to the Nilson property.
- Clarifies zoning does not approve subdivisions, density, utilities, or site plans.
- Future zoning changes require the normal public review process.

Article IV – Existing Lawful Uses and Structures

This article protects existing lawful uses following annexation while ensuring future improvements comply with current regulations. It balances private property rights with the City's responsibility to protect public health and safety.

Key Provisions:

- Allows lawful existing uses and legal nonconforming structures to continue.
- Does not legalize previously unlawful uses.
- Routine maintenance does not trigger full code compliance.
- Protects documented Rural Heritage Displays subject to maintenance standards.
- Maintains City authority to enforce health, fire, building, and nuisance regulations.

Article V – Agricultural Operations and Livestock

This article recognizes the longstanding agricultural character of the annexation area and preserves existing farming operations after annexation. It also provides important guidance for future residential development located near active agricultural uses.

Key Provisions:

- Allows existing agricultural operations, livestock, irrigation, barns, corrals, and related activities to continue.
- Annexation alone does not require urban improvements such as sewer, sidewalks, curb, gutter, or street lighting.
- Recognizes Agriculture Protection Areas and applicable Utah Right-to-Farm protections.
- Normal agricultural noise, odors, dust, equipment operations, and seasonal activities are acknowledged as expected conditions.
- Ownership changes do not terminate existing agricultural rights.
- Requires agricultural disclosure notices for future nearby residential development.

Article VI – Existing Infrastructure

This article clarifies that annexation does not obligate the City to immediately extend infrastructure or utilities. The existing rural character of the area is expected to remain until development creates a need for improvements.

Key Provisions:

- No commitment for immediate sewer, roads, storm drainage, water, or other utilities.
- Maintenance responsibilities remain separate from capital improvements.
- Future infrastructure projects remain subject to City Council budgeting decisions.

Article VII – Future Development

This article assigns responsibility for infrastructure required by new development to the developer rather than the City. It establishes expectations regarding utilities, engineering studies, exactions, reimbursement, and development timing.

Key Provisions:

- Developers must construct or fund improvements necessary to serve their projects.
- Future development must comply with City engineering standards and utility requirements.
- Requires sewer, drainage, roadway, culinary water, and secondary water coordination.
- Engineering studies and easements may be required before approval.
- Exactions must satisfy Utah proportionality requirements.
- No reimbursement unless required by law or a prior written agreement.
- Permits may be withheld until adequate infrastructure is available.

Article VIII – Land Use Applications and Reserved Powers

This article clarifies that annexation does not create vested development rights beyond those established under Utah law. It also preserves the City's police powers and authority to adopt future regulations.

Key Provisions:

- No vested density or development rights are created by annexation.
- Applications vest only as provided by Utah law.
- Fees and utility rates remain subject to future City action.
- Allows future parcel-specific development agreements.

Article IX – Administration and Enforcement

This article establishes how the agreement will be administered and enforced after annexation. It also creates administrative procedures for recognizing protected agricultural properties during code enforcement.

Key Provisions:

- Authorizes City administration of the agreement.
- Allows inspections and enforcement consistent with applicable law.
- Provides agricultural property notations for enforcement staff.
- Preserves emergency response authority.

Article X – Default and Remedies

This article outlines the procedures for resolving disputes between the parties while preserving the City's legal protections. It establishes notice requirements, cure periods, and available remedies.

Key Provisions:

- Requires written notice of default.
- Provides reasonable opportunity to cure violations.
- Allows immediate action for emergencies.
- Addresses force majeure and attorney fees.

Article XI – General Provisions

This article contains the standard contractual provisions governing the long-term administration of the agreement. It addresses duration, amendments, transfers, notices, interpretation, and incorporation of exhibits.

Key Provisions:

- Agreement remains in effect for twenty years unless amended or terminated.
- Obligations run with participating properties.
- Establishes amendment, termination, notice, venue, and severability provisions.
- Incorporates Exhibits A through F into the agreement.

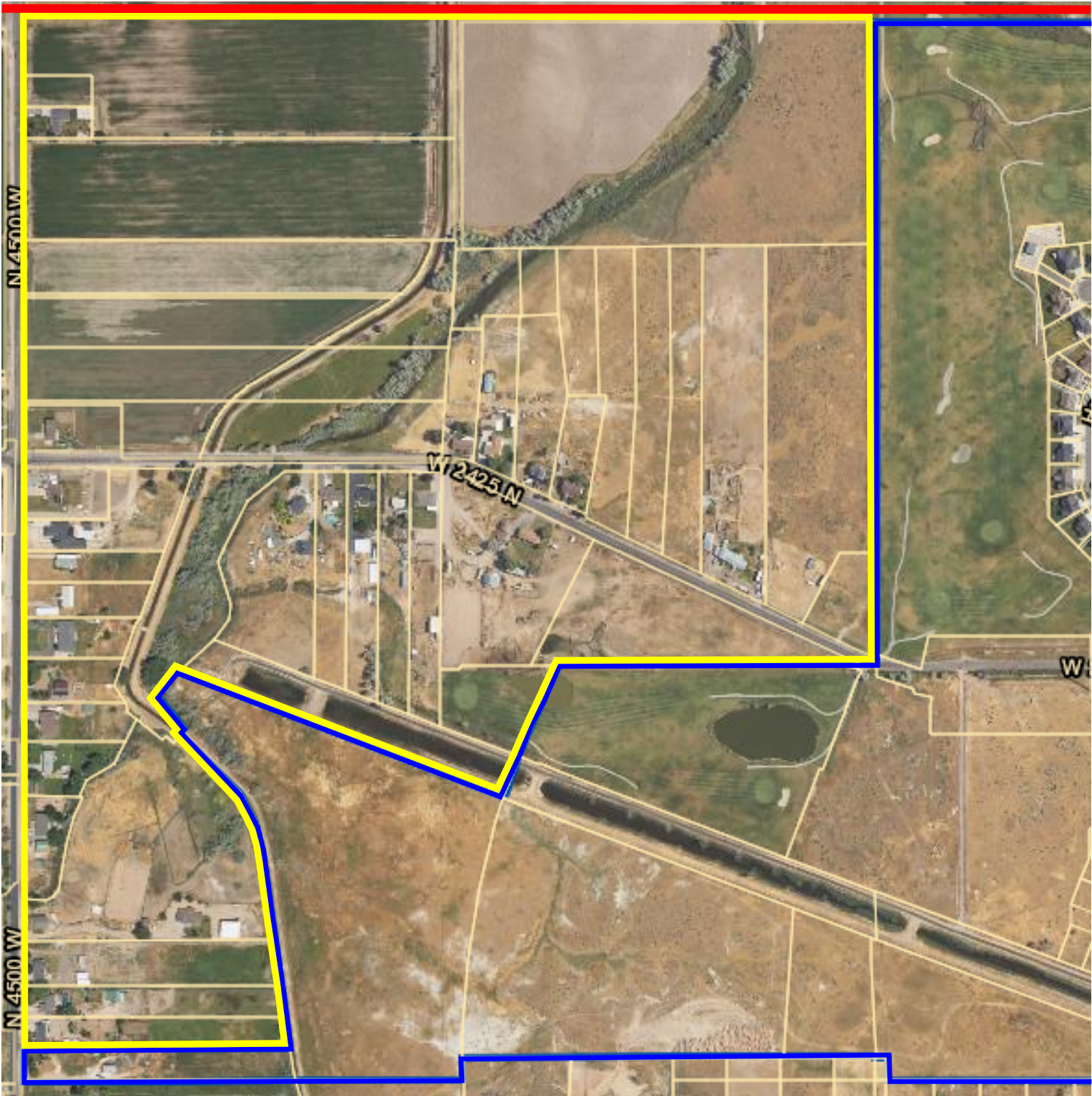
Attachments

Attachment A – West Clinton Annexation Area Map

Attachment B – West Clinton Annexation Area Proposed Zoning Map

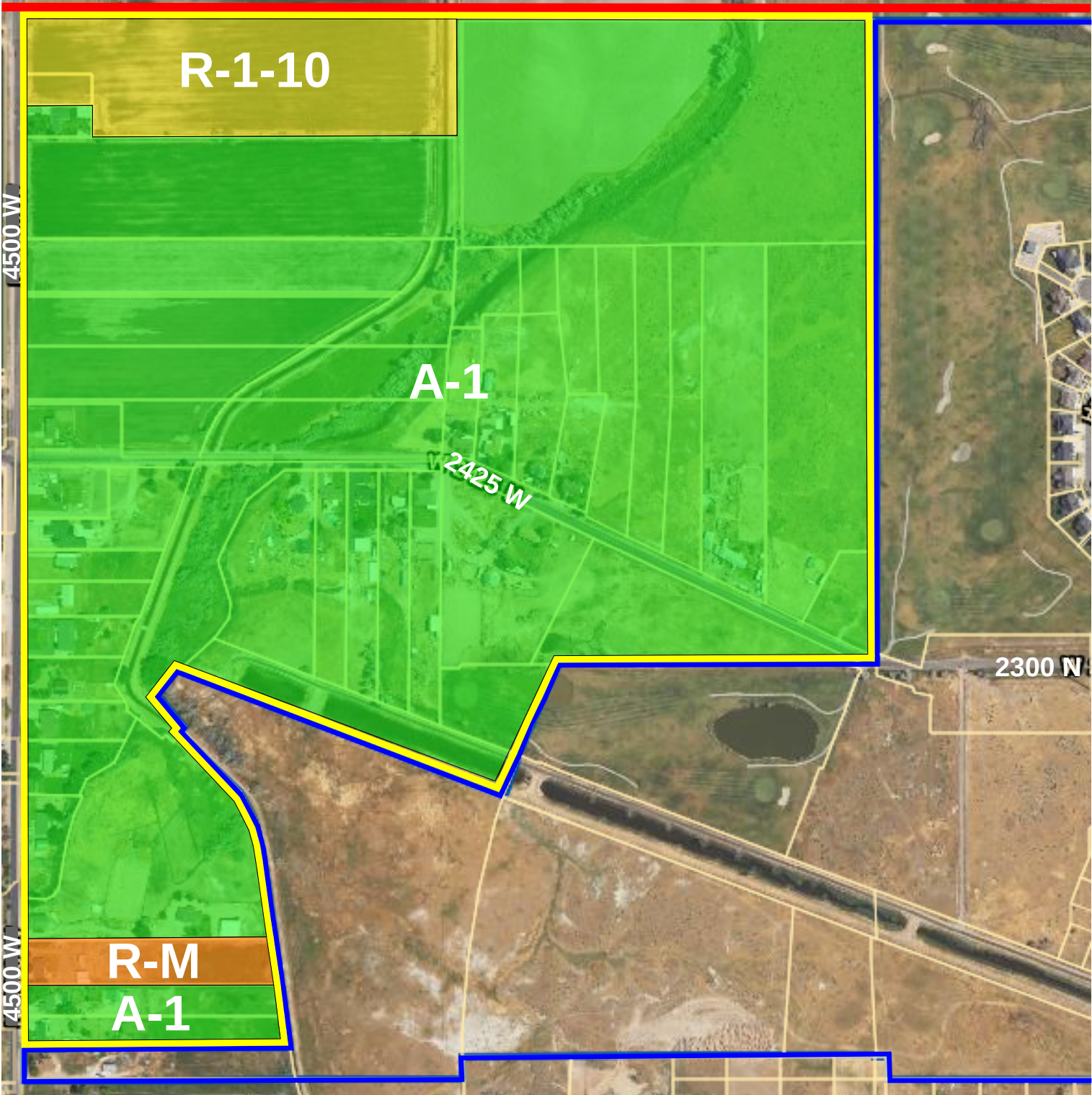
Attachment C – West Clinton Annexation Area Draft Agreement

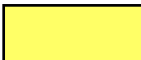
West Clinton Annexation Area Map



- Clinton City Boundary
- Annexation Area Boundary
- Davis/Weber County Boundary

West Clinton Annexation Area Proposed Zoning Map



- | | |
|--|---|
| Clinton City Boundary |  A-1 Zone (Agricultural Zone) |
| Annexation Area Boundary |  R-M Zone (Residential Multi-Family) |
| Davis/Weber County Boundary |  R-1-10 Zone (Residential Single-Family) |



ANNEXATION AND LAND USE CONDITIONS AGREEMENT
WEST CLINTON ANNEXATION AREA

(Approximately 155.136 Acres Near 2425 North and 4500 West, Davis County, Utah)

THIS ANNEXATION AND LAND USE CONDITIONS AGREEMENT (this "Agreement") is entered into as of **[DATE]**, by and between CLINTON CITY CORPORATION, a Utah municipal corporation (the "City"), and each owner of real property within the Annexation Area who executes this Agreement or a joinder in substantially the form attached as Exhibit F (each a "Participating Owner" and collectively, the "Participating Owners"). The City and the Participating Owners are referred to collectively as the "Parties" and individually as a "Party."

RECITALS

- A.** An annexation petition has been filed seeking annexation into the City of approximately 155.136 acres of unincorporated property generally located near 2425 North and 4500 West in Davis County, Utah, as more particularly described and depicted in Exhibit A (the "Annexation Area").
- B.** The Clinton City Recorder certified the annexation petition on January 8, 2026, pursuant to Utah Code Sections 10-2-806 and 10-2-807.
- C.** The Parties desire to establish clear expectations concerning initial zoning, continuation of existing lawful uses and agricultural operations, municipal infrastructure, utility extensions, and the allocation of responsibility for improvements required by future development.
- D.** The City does not presently plan or appropriate funds to extend sanitary sewer, storm drainage, roadways, culinary water, secondary water, land drain facilities, or other urban infrastructure throughout the Annexation Area solely because of annexation.
- E.** Except for the zoning exception areas identified in this Agreement, the City intends to assign the Agriculture (A-1) zoning designation upon annexation because that designation most closely corresponds in purpose to the existing Davis County A-10 agricultural designation and supports continuation of the area's rural and agricultural character.
- F.** The Parties intend that the Lone Pine property described in Exhibit C be assigned the R-1-10 Single-Family Residential zoning designation and that the Nilson property described in Exhibit D be assigned the Residential, Multi-Family (R-M) zoning designation without a Planned Residential Development overlay. The Nilson property is subject to the parcel-specific use, setback, architectural, and design standards stated in Section 3.4, and the concept plan attached as Exhibit G is included to illustrate the intended development pattern.
- G.** The City recognizes that portions of the Annexation Area have historically been used for bona fide agricultural activities, including active livestock management, and desires to acknowledge the lawful continuation of those uses consistent with state law and the Clinton City Code.

H. The City is authorized to enter into this Agreement under its general municipal and land use authority, including Utah Code Title 10, Chapter 20, and, to the extent applicable, Section 10-20-508 governing development agreements.

I. The City Council finds that this Agreement, together with the annexation and zoning ordinances, promotes orderly growth, clarifies the timing and financing of public infrastructure, protects existing lawful uses, and serves the public health, safety, and welfare.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration described in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Annexation Area. The approximately 155.136 acres legally described and depicted in Exhibit A, including all parcels and public rights-of-way included in the final approved annexation plat.

1.2 City Code. The Clinton City Code, zoning ordinance, subdivision ordinance, engineering standards, adopted master plans, impact fee enactments, and other duly adopted regulations, as amended from time to time.

1.3 Effective Date. The date on which the annexation becomes effective under Utah Code Section 10-2-813, provided that this Agreement has been approved, executed, and recorded as required by this Agreement.

1.4 Existing Agricultural Operation. A bona fide agricultural use lawfully existing within the Annexation Area on the Effective Date, including cultivation, pasture, animal husbandry, livestock keeping and management, irrigation, barns, corrals, fencing, farm access, storage of agricultural equipment or feed, and customary accessory agricultural activities.

1.5 Existing Lawful Use. A use, structure, lot, parcel, or site condition that lawfully existed immediately before the Effective Date, whether conforming under the initial City zoning or qualifying as a legal nonconforming use or noncomplying structure under applicable law.

1.6 Future Development. A subdivision, site plan, conditional use, building permit for a new principal structure, increase in the number of dwelling units, material expansion or intensification of a principal use, change in principal use, redevelopment, or other land use application submitted after the Effective Date. Future Development does not include a transfer of ownership by itself, routine repair or maintenance, replacement in kind, ordinary agricultural operations, or continuation of an Existing Lawful Use without material expansion or intensification.

1.7 Participating Owner. An owner of property within the Annexation Area who executes this Agreement or a joinder to this Agreement. A Participating Owner is bound only with respect to the property identified in the owner's signature block or joinder.

1.8 Public Improvements. Public or publicly dedicated improvements associated with development, including streets, curb, gutter, sidewalk, trails, street lighting, sanitary sewer, culinary water, secondary water, storm drainage, land drain facilities, irrigation facilities, fire flow improvements, and related easements or rights-of-way.

1.9 Existing Rural Heritage Display. A display of antique or historic tractors, farm implements, machinery, or similar equipment that: (a) lawfully existed on the Effective Date; (b) is identified in Exhibit E by parcel, location, description, and dated photographs; and (c) is maintained primarily for decorative, historic, educational, or agricultural-character purposes rather than for dismantling, salvage, repair, commercial inventory, or waste storage.

ARTICLE II

CONDITIONS PRECEDENT AND LEGAL EFFECT

2.1 Required City Actions. This Agreement is conditioned upon the City Council completing all legally required processes and adopting: (a) an ordinance approving the annexation; (b) an ordinance assigning the initial zoning designations and amending the official zoning map; and (c) an ordinance or resolution approving this Agreement, as determined by the City Attorney. Because Section 3.4 establishes parcel-specific use and development standards associated with an R-M zone change, the Agreement and zoning action shall be processed with the planning commission review, public hearing, and legislative approval required by applicable law. The R-M exception is further conditioned upon the owner of the Nilson property executing this Agreement or a parcel-specific joinder before the R-M zoning becomes effective.

2.2 Annexation Effective Date. The annexation is not complete until the applicable filings are accepted and the lieutenant governor issues the certificate required by Utah law. If the annexation does not become effective, this Agreement is void and creates no development right, zoning right, or municipal service obligation.

2.3 Separate Legislative Actions. This Agreement does not itself annex or rezone property. The annexation ordinance and zoning ordinance are separate legislative actions and shall control the legal boundary and zoning classification of the Annexation Area.

2.4 Parties Bound. The contractual covenants in this Agreement bind the City and only those owners who execute this Agreement or a joinder, together with their successors as provided herein. Regardless of whether an owner signs this Agreement, all property within the Annexation Area is subject to the zoning ordinance, generally applicable City Code provisions, and applicable state and federal law.

2.5 No Unlawful Delegation. Nothing in this Agreement delegates or contracts away the City Council's legislative authority or the authority of any land use authority. Any provision that would unlawfully restrict a future legislative act shall be interpreted to preserve the City's lawful discretion.

ARTICLE III

ANNEXATION AND INITIAL ZONING

3.1 Annexation Area. Subject to completion of the statutory process, the City intends to annex the entire Annexation Area shown on the final approved annexation plat.

3.2 A-1 Base Zoning. Upon annexation, all property within the Annexation Area shall be assigned the Agriculture (A-1) zoning designation under Clinton City Code Title 28, Chapter 12, except for the two exception areas described in Sections 3.3 and 3.4. The A-1 designation is intended to maintain the rural atmosphere and permit the least intense residential and agricultural uses allowed by the City Code.

3.3 Lone Pine R-1-10 Exception Area. The property legally described in Exhibit C shall be assigned the R-1-10 Single-Family Residential zoning designation. The zoning assignment does not approve a subdivision, lot layout, number of lots, utility plan, or any other development application.

3.4 Nilson R-M Exception Area. The property legally described in Exhibit D shall be assigned the Residential, Multi-Family (R-M) zoning designation. No Planned Residential Development overlay, PRD approval, or other planned-development designation is granted or required by this Agreement. Except as expressly modified below, development of the Nilson property remains subject to the R-M zone and all other applicable provisions of the City Code.

3.4.1 Residential Form and Unit Limit. Development shall consist only of detached single-family dwellings, with no more than one principal dwelling unit on each platted residential lot. Duplexes, townhomes, stacked units, apartment buildings, and other structures containing more than one principal dwelling unit are not permitted. This limitation does not prohibit an internal or other accessory dwelling unit to the extent the unit is required to be allowed by state law or is otherwise permitted by the City Code and does not constitute a separate principal dwelling unit or separate lot.

3.4.2 Parcel-Specific Setbacks. The minimum interior side-yard setback shall be ten feet on each side of a dwelling. The minimum street-side yard setback for a corner lot shall be twenty feet. The minimum rear-yard setback shall be twenty-five feet; However, the City Manager or designee may approve an administrative reduction of not more than one foot, to a minimum of nineteen feet for the street-side setback and twenty-four feet for the rear yard setback, when needed to address a documented site constraint, survey adjustment, or minor engineering conflict. All other setbacks and dimensional standards shall be those applicable under the R-M zone unless otherwise expressly approved through a lawful amendment.

3.4.3 Height and Number of Stories. No separate standard for the number of stories is imposed by this Agreement. Each dwelling shall comply with the maximum building height and all other height-measurement requirements applicable in the R-M zone and under the City Code.

3.4.4 Architectural Diversity and Articulation. Before final plat recording, the owner shall submit an architectural pattern book or elevation package demonstrating compliance with the following objective standards: (a) the project shall offer at least three materially distinct front-elevation designs; (b) the same front elevation shall not be placed on immediately adjoining lots or directly across the street unless it is materially varied in roof form, facade composition, and exterior materials; (c) each street-facing elevation shall incorporate at least two visually distinct primary exterior materials, exclusive of windows, doors, trim, fascia, and soffit; (d) rooflines shall vary through changes in primary roof form, ridge orientation, gables, hips, dormers, eave height, ridge height, or comparable architectural features, and no more than three consecutive dwellings may have substantially identical primary eave and ridge heights; and (e) each street-facing facade shall include at least two articulation features, such as a porch, recessed entry, bay, projection, change in wall plane, prominent gable, or comparable architectural element. Changes in color alone do not satisfy the required variation.

3.4.5 Concept Plan. The Heritage Trails West concept plan prepared by Civil Solutions Group and issued July 21, 2026, is attached as Exhibit G and is incorporated to illustrate the intended general street, lot, and development pattern. The concept plan does not constitute final subdivision approval, approve an exact lot count, vest a utility design, or eliminate the requirement to satisfy the City Code, engineering standards, provider requirements, and subdivision review process. Minor adjustments may be considered during subdivision review, but the final development shall comply with the controlling standards in this Section. If the concept plan conflicts with this Agreement, this Agreement controls, including the nineteen-foot minimum corner side-yard setback and the twenty-four-foot minimum rear-yard setback allowed under Section 3.4.2.

3.5 Controlling Descriptions. If a conflict exists between a map and a legal description, the legal description adopted with the applicable zoning ordinance shall control. The City may correct minor scrivener's errors or mapping inconsistencies through the process allowed by law.

3.6 No Guarantee of Approval. Initial zoning establishes the uses and standards that may be considered under the City Code. It is not a representation that any parcel is buildable or that any future application will be approved.

3.7 Future Zoning Changes. Any future zoning amendment shall occur only through the process required by then-applicable law and City Code. This Agreement does not guarantee approval or denial of a future rezoning request.

ARTICLE IV

EXISTING LAWFUL USES AND STRUCTURES

4.1 Recognition of Existing Lawful Uses. An Existing Lawful Use may continue after annexation to the extent allowed by the assigned zoning district, Utah Code Section 10-20-1003, and the City Code provisions governing nonconforming uses and noncomplying structures. Annexation alone does not require the immediate discontinuance of an Existing Lawful Use.

4.2 Verification of Existing Uses and Structures. The City may recognize uses, structures, and site conditions that were lawfully established before annexation. If available City or County records do not clearly establish the status of a long-standing use or structure, the owner may provide permits, photographs, tax records, affidavits, or other reliable evidence for the City to consider. The absence of a complete historical file does not, by itself, create a presumption that a long-standing condition is unlawful. This Agreement does not automatically legalize a use or structure that was not lawfully established, but the City will make any determination under applicable state law and City Code after considering the reasonably available evidence.

4.3 Present and Future Owners. A transfer of ownership, by itself, does not terminate a lawful nonconforming use or noncomplying structure. Any continuation, abandonment, expansion, reconstruction, restoration, or substitution shall be governed by applicable state law and City Code.

4.4 Material Changes and Current Compliance. When a Participating Owner proposes Future Development, all new work and the portion of the property affected by the application shall comply with the City Code and engineering standards in effect as provided by state vesting law. The City may require existing portions of the property to be brought into compliance only to the extent authorized by applicable law and reasonably related to the proposed Future Development.

4.5 Routine Maintenance and Repair. Routine maintenance, ordinary repair, replacement in kind, and work that does not expand or intensify an Existing Lawful Use shall not, by itself, require the entire property to be brought into compliance with standards applicable to new development, subject to building, fire, health, and safety codes.

4.6 Public Health and Safety. All Existing Lawful Uses remain subject to generally applicable laws adopted to protect public health and safety, including fire, building, sanitation, animal welfare, nuisance, floodplain, and environmental requirements, to the extent those laws may lawfully apply to existing uses.

4.7 Damage or Destruction. The right to reconstruct or restore a noncomplying structure or a structure containing a nonconforming use following fire or other calamity shall be determined under applicable state law and City Code. This Agreement does not narrow or expand those statutory rights.

4.8 Existing Rural Heritage Displays. To the extent lawful and after verification that the condition lawfully existed before annexation, an Existing Rural Heritage Display identified in Exhibit E may remain in substantially the same location, arrangement, and character and shall not be treated as unlawful outdoor junk, vehicle storage, or equipment storage solely because an individual item is antique, inoperable, or unlicensed. A material expansion, relocation, or change in character of the display is subject to the City Code then in effect. This Section does not authorize any inoperable vehicle, machinery, or material that is not documented as part of the Existing Rural Heritage Display in Exhibit E and does not limit the City's authority to address a direct threat to public health or safety.

ARTICLE V

AGRICULTURAL OPERATIONS AND LIVESTOCK

5.1 Agricultural Character. The City acknowledges the historical agricultural character of portions of the Annexation Area and intends that lawful agricultural activities may continue consistent with the A-1 zoning district and applicable law.

5.2 Continuation of Existing Agricultural Operations. An Existing Agricultural Operation may continue after annexation, including active livestock management, grazing, feeding, irrigation, fencing, corrals, barns, sheds, equipment storage, and other customary agricultural activities that were lawfully conducted before the Effective Date.

5.3 No Urban Improvement Trigger from Existing Agriculture. The continuation of an Existing Agricultural Operation, without Future Development, does not by itself require the owner to extend sanitary sewer, construct regional storm drainage, improve or urbanize adjacent roadways, install curb, gutter, sidewalk, or street lighting, or extend other municipal utilities.

5.4 Expansion or New Agricultural Uses. A new agricultural use or a material expansion or intensification of an Existing Agricultural Operation after the Effective Date is subject to the then-applicable A-1 standards, animal regulations, conditional use requirements, and other City Code provisions.

5.5 Cessation, Voluntary Conversion, and Redevelopment. Agricultural use protections continue unless the use is lawfully abandoned or discontinued, the owner voluntarily converts the property to another principal use, or the owner proceeds with approved Future Development that replaces the agricultural use. A sale or other transfer of ownership, by itself, does not terminate an Existing Agricultural Operation or any legal nonconforming right arising under state law.

5.6 Ownership Changes. A change in ownership alone does not require an Existing Agricultural Operation to cease or require the property to be brought into compliance with development standards applicable to a new subdivision or new principal use.

5.7 Nuisance and Operational Standards. Nothing in this Agreement authorizes an agricultural operation to create an unlawful nuisance or violate applicable public health, water quality, animal welfare, or environmental requirements. Normal agricultural impacts shall be evaluated in light of the lawfully established agricultural character of the area.

5.8 Normal Agricultural Impacts. Normal and ordinary impacts associated with a lawful Existing Agricultural Operation, including animal vocalizations, odors, manure and feed handling, cultivation, irrigation, planting, harvesting, operation of agricultural equipment, tractor and truck movement, dust, and seasonal work conducted during early morning or evening hours, shall not be treated as a City Code violation or public nuisance solely because the activity causes annoyance or inconvenience to a nearby resident, when the activity is conducted in the normal and ordinary course of an agricultural operation or in accordance with sound agricultural practices. This Section does not protect an activity that violates applicable law or bears a direct relationship to public health or safety, animal welfare, water quality, environmental protection, or criminal conduct.

5.9 Other Agricultural Protections. Nothing in this Agreement limits any right or protection available under an agriculture protection area, right-to-farm law, or other applicable state law.

5.10 Existing Agriculture Protection Area. The property identified in Exhibit E as the Wade/Percival Agriculture Protection Property is represented to be included within a recorded agriculture protection area. Before execution, the applicable parcel numbers, legal description, county recorder entry number, creation date, boundaries, and current status shall be verified. Unless and until the property is lawfully removed from the agriculture protection area, the City shall recognize and administer the property consistent with Utah Code Title 17, Chapter 81. Annexation alone shall not be treated as terminating the protection area status. The City shall reasonably coordinate with Davis County concerning any post-annexation review required by applicable law. Nothing in this Agreement represents that the City may waive, terminate, or modify a protection created by state law without the findings, procedures, and owner consent required by applicable law.

5.11 Notice to Nearby Future Development. The owner or developer of any new subdivision development located in whole or in part within three hundred feet of the boundary of a recorded agriculture protection area shall place on the subdivision plat the notice required by applicable Utah law, using the statutory wording in effect when the plat is recorded. To the extent lawful and reasonably related to the development, the City may also require the same or a substantially similar agricultural notice to be included in a parcel-specific development agreement, recorded covenants, initial purchaser disclosure, or other recorded development document. The notice is intended to inform future owners and residents that normal agricultural uses and activities may produce noise, odors, dust, traffic, animal sounds, and other inconveniences and that those impacts may be legally protected.

ARTICLE VI

EXISTING INFRASTRUCTURE AND CITY CAPITAL IMPROVEMENTS

6.1 No Current City Extension Plan. As of the Effective Date, the City has no adopted commitment or funded capital project to construct or extend sanitary sewer, regional storm drainage, improved roadways, curb, gutter, sidewalk, culinary water, secondary water, land drain facilities, street lighting, parks, trails, or other urban infrastructure throughout the Annexation Area solely because of annexation.

6.2 No Service Commitment Created by Annexation. Annexation does not obligate the City to construct, finance, or install Public Improvements within or adjacent to the Annexation Area and does not guarantee the availability, capacity, timing, pressure, elevation, location, or level of any utility or municipal service.

6.3 Existing Conditions. The Annexation Area is expected to remain generally in its existing rural and agricultural condition until Future Development creates a need for improvements or the City Council independently approves and funds a public capital project.

6.4 Maintenance Distinguished from Capital Improvement. Nothing in this Article eliminates a governmental entity's ordinary maintenance responsibilities for facilities under its jurisdiction. However, maintenance does not include an obligation to widen, pave, urbanize, relocate, increase capacity, or otherwise improve a facility to serve Future Development.

6.5 Future Legislative and Budget Authority. The City Council retains discretion to amend capital plans, adopt utility plans, prioritize projects, and appropriate funds in future fiscal years. No present or future council is required to fund an improvement absent a lawful appropriation and written commitment.

ARTICLE VII

FUTURE DEVELOPMENT AND INSTALLATION OF UTILITIES AND PUBLIC IMPROVEMENTS

7.1 Compliance with Current Requirements. Future Development shall comply with the substantive City Code, engineering standards, utility master plans, adopted impact fee facilities plans, and other applicable requirements in effect under Utah vesting law at the time of a complete land use application.

7.2 Developer Responsibility. The owner or developer proposing Future Development shall, at its cost, design, obtain approvals for, acquire necessary easements for, construct, test, dedicate, and warrant the on-site and off-site Public Improvements reasonably necessary to serve the development and mitigate its impacts, subject to applicable exaction law.

7.3 Sanitary Sewer. The City has no present commitment to extend sanitary sewer into the Annexation Area. Future Development requiring sewer service shall connect to an approved public sanitary sewer system and shall construct any necessary extensions, lift facilities, off-site lines, easements, and appurtenances in accordance with City standards and the requirements of any affected service provider. The City does not guarantee that a gravity connection, basement service, or any particular point of connection will be feasible.

7.4 Storm Drainage. The City has no present commitment to construct a regional storm drain system or detention facility for the Annexation Area. Future Development shall provide drainage studies and construct on-site and off-site collection, detention, retention, conveyance, water quality, and discharge improvements required to safely manage post-development runoff without adversely affecting other property or public facilities.

7.5 Roadways and Access. The City has no present commitment to widen, pave, reconstruct, or urbanize roadways within the Annexation Area solely because of annexation. Future Development shall provide legal and adequate access and construct frontage, intersection, right-of-way, pavement, curb, gutter, sidewalk, trail, lighting, and transportation improvements reasonably required by the development and applicable plans and standards.

7.6 Culinary and Secondary Water. Annexation does not place the Annexation Area within a particular water provider's service area or guarantee water service. Existing residences, agricultural operations, and other Existing Lawful Uses shall not be required, solely as a consequence of annexation, to connect to a pressurized secondary water system or to obtain additional water rights, shares, or service entitlements. Unless an owner voluntarily requests service, connection to secondary water may be required only in connection with Future Development and only after the owner or developer has obtained sufficient lawful water rights, shares, or other service entitlement; confirmed available system capacity; obtained all required approvals from Davis and Weber Counties Canal Company, Hooper Irrigation Company, or another applicable provider; and constructed or funded the off-site and on-site facilities necessary to provide service. Each Future Development shall secure lawful culinary and secondary water service, capacity, provider approvals, boundary adjustments, and necessary off-site and on-site facilities as required by applicable law, City standards, and provider requirements. The City is not responsible for the acts, approvals, capacity, rates, timing, or requirements of an independent water or irrigation provider.

7.7 Land Drain and Other Utilities. The City has no present commitment to construct a land drain system or other utility extension in the Annexation Area. A land drain, dewatering, power, natural gas, telecommunications, or other facility may be required if necessary for Future Development and shall be provided by the developer or applicable utility provider, subject to law and approved plans.

7.8 Intergovernmental and Provider Coordination. Development may require approvals or agreements involving Davis County, West Point City, the Utah Department of Transportation, Hooper Water Improvement District, Hooper Irrigation Company, Davis and Weber Counties Canal Company, or other agencies and utility providers. The City will reasonably coordinate within its authority but does not guarantee third-party approval.

7.9 Studies and Easements. Before approval, the City may require engineering, traffic, drainage, geotechnical, utility capacity, environmental, fire flow, and other studies reasonably related to the proposed development. The developer shall obtain and dedicate or convey all necessary easements and rights-of-way, subject to applicable exaction limitations.

7.10 Phasing. Public Improvements may be phased with Future Development when the City determines that the phasing provides safe and adequate service and is consistent with applicable plans. The City is not required to allow development ahead of necessary infrastructure.

7.11 Exactions and Proportionality. Any development exaction imposed by the City shall comply with Utah Code Section 10-20-911 and other applicable constitutional and statutory requirements, including the required essential link and rough proportionality between the exaction and the impact of the proposed development.

7.12 System Improvements and Oversizing. If the City requests a facility size or capacity beyond that reasonably attributable to a development, the Parties shall address the incremental cost through an impact fee credit, reimbursement agreement, participation agreement, or other lawful mechanism to the extent required by the Utah Impact Fees Act or other applicable law. This Agreement does not itself promise reimbursement or obligate the City to fund an improvement.

7.13 No Reimbursement Without Prior Written Approval. A developer shall not be entitled to reimbursement, impact fee credit, or City participation for an improvement unless the entitlement is required by law or is established in a written agreement approved by the City before construction. Voluntary construction does not create an implied reimbursement obligation.

7.14 Adequate Facilities Before Permits. The City may withhold subdivision plat recording, construction approval, building permits, certificates of occupancy, or utility connections until required improvements, financial assurances, provider approvals, and adequate services are available, to the extent authorized by law.

7.15 No Representation of Buildability. The City makes no representation regarding soil conditions, groundwater, wetlands, flood hazards, utility feasibility, road access, environmental constraints, development yield, or economic feasibility within the Annexation Area. Each owner and developer is responsible for independent investigation.

ARTICLE VIII

LAND USE APPLICATIONS, VESTED RIGHTS, AND RESERVED POWERS

8.1 No General Vesting by Annexation. Except for the express contractual provisions of this Agreement, annexation and initial zoning do not vest a right to a particular development plan, density, number of units, lot configuration, utility design, development schedule, or approval.

8.2 Vesting Under State Law. A land use applicant may obtain vested rights only as provided by Utah Code Section 10-20-902 and other applicable law, including submission of a complete land use application and payment of required fees. This Agreement does not expand or diminish statutory vesting rights.

8.3 Code Not Frozen. The City Code is not frozen as of the Effective Date. Future Development is subject to the regulations applicable under Utah vesting law, together with later-enacted regulations that lawfully apply to a vested application.

8.4 Reserved Police Powers. The City retains all legislative, police, taxing, fee-setting, eminent domain, and regulatory powers that may not lawfully be contracted away, including authority to adopt generally applicable requirements necessary to protect public health and safety.

8.5 Fees Not Vested. Application fees, utility rates, impact fees, inspection fees, and other charges are not fixed by this Agreement and shall be those lawfully in effect when imposed, unless a separate written agreement expressly provides otherwise.

8.6 Future Parcel-Specific Agreements. The City and an affected property owner may enter into a future parcel-specific development agreement. A later agreement may supplement or supersede this Agreement for the affected parcel if it expressly identifies the provisions being modified and is approved through the process required by law.

ARTICLE IX

ADMINISTRATION AND ENFORCEMENT

9.1 City Administration. The City Manager or designee may administer this Agreement, approve nonmaterial administrative clarifications, coordinate preparation of exhibits, and execute documents necessary to implement City Council approvals, but may not approve a material amendment reserved to the City Council.

9.2 Inspections and Access. The City may enter property at reasonable times and in a lawful manner to conduct inspections related to an application, permit, public improvement, or suspected violation. Nothing in this Agreement creates a broader right of entry than allowed by law.

9.3 Code Enforcement. The City may enforce the City Code, permit conditions, approved plans, and this Agreement through available administrative, civil, or criminal remedies, including stop-work orders and withholding of approvals to the extent authorized by law.

9.4 Administrative Property Identification. Within sixty days after the Effective Date, and to the extent permitted by system capabilities and applicable records policies, the City Manager shall cause an informational notation to be placed in the City's code enforcement property record for each property or site feature identified in Exhibit E. The notation for an Existing Rural Heritage Display shall identify the documented display and advise reviewing personnel that the display is recognized under Section 4.8 and should not be cited as unlawful junk, vehicle storage, or equipment storage solely because an identified item is antique, inoperable, or unlicensed, while preserving enforcement authority for a material expansion, materially changed storage conditions, leaking fluids, uncontrolled weeds, loose parts, traffic or drainage obstruction, exposed hazards, or other conditions outside the protection of Section 4.8. The notation for an Existing Agricultural Operation or agriculture protection area shall identify the property's recorded or documented status and advise reviewing personnel that normal agricultural noise, odors, animal activity, equipment operation, irrigation, and food-production activities may be protected by state law and should be evaluated in that context before enforcement action is initiated. The City Manager shall also request that an appropriate informational notation be placed in the Spillman or successor public-safety records system for each property identified in Exhibit E as an Existing Agricultural Operation or agriculture protection area.

9.5 Complaint Review and Public Safety Response. An administrative notation under Section 9.4 is informational only and shall not suppress dispatch, prevent a lawful investigation, or prohibit enforcement of an actual violation. Complaints alleging an emergency, criminal conduct, animal cruelty, unsafe confinement, environmental contamination, or a direct threat to public health or safety shall be handled under applicable law and departmental policy. When a complaint concerns only impacts normally associated with a documented and lawful agricultural operation, City personnel shall review the property notation and applicable agricultural protections before determining whether an inspection, warning, citation, or other enforcement action is warranted. When a complaint concerns a documented Existing Rural Heritage Display, code enforcement personnel shall review Section 4.8 and the applicable Exhibit E documentation before initiating enforcement. Repeated complaints presenting no materially new facts may be documented and administratively closed when permitted by law and City policy.

9.6 No Third-Party Approval Warranty. A City approval does not represent that another agency, service provider, lender, title company, or governmental entity will grant a required approval or provide service.

ARTICLE X

DEFAULT AND REMEDIES

10.1 Notice of Default. Except in an emergency or where immediate action is authorized by law, a Party claiming default shall provide written notice describing the default and the action reasonably necessary to cure it.

10.2 Opportunity to Cure. The defaulting Party shall have thirty days after receipt of notice to cure the default. If the default cannot reasonably be cured within thirty days, the defaulting Party shall commence cure within that period and diligently proceed to completion.

10.3 Available Remedies. Subject to applicable law, an aggrieved Party may seek declaratory relief, injunctive relief, specific performance, or other lawful remedies. Nothing in this Agreement waives governmental immunity, statutory notice requirements, damages limitations, or other defenses available to the City.

10.4 Emergency and Public Safety Actions. The City may take immediate action without a cure period when reasonably necessary to address an imminent threat to public health or safety, prevent unlawful construction, or protect public property or utilities.

10.5 Attorney Fees. Each Party shall bear its own attorney fees and costs unless a court awards fees under an applicable statute or rule or the Parties later agree otherwise in writing.

10.6 Force Majeure. A Party is not in default for delay caused by an event beyond the Party's reasonable control, including natural disaster, war, epidemic, governmental order, utility interruption, or labor disruption, provided the Party diligently resumes performance when reasonably possible. Lack of financing or ordinary market conditions do not constitute force majeure.

ARTICLE XI

GENERAL PROVISIONS

11.1 Term and Periodic Review. This Agreement remains effective until terminated or superseded in accordance with this Agreement. The City and Participating Owners may review the Agreement after twenty years, or at another mutually agreed time, to determine whether amendments are appropriate, but the passage of time alone does not terminate the Agreement. Termination or amendment does not create a City obligation to install infrastructure, alter the zoning map without the required legislative process, or extinguish a statutory legal nonconforming right.

11.2 Covenants Running with Participating Property. To the extent lawful, the obligations applicable to a Participating Owner are covenants running with the parcel identified in that owner's signature block or joinder and bind successors and assigns during the term of this Agreement. The City may record this Agreement and each joinder in the Davis County Recorder's Office.

11.3 Transfer and Release. Upon transfer of all interest in a Participating Owner's parcel, the transferring owner is released from obligations arising after the transfer, except obligations that accrued before transfer. The successor is bound to the extent provided by this Agreement and applicable law.

11.4 Amendment. A material amendment requires a written instrument approved by the City Council and signed by the owner or owners of the parcels directly affected by the amendment. An amendment affecting zoning or another legislative land use regulation is subject to all required public processes. An owner whose parcel is not affected need not sign the amendment.

11.5 Termination. The City and all Participating Owners may terminate this Agreement by a recorded written instrument. The City and an affected Participating Owner may terminate or supersede this Agreement as to that owner's parcel through a recorded parcel-specific agreement approved by the City Council.

11.6 Notices. Notices shall be in writing and delivered personally, by nationally recognized overnight courier, by certified United States mail, return receipt requested, or by email with confirmation of receipt. Notice addresses are stated below and may be changed by written notice.

To City:

Clinton City Corporation
Attn: City Manager
2267 North 1500 West
Clinton, Utah 84015
tcagoon@clinton.utah.gov

To Owner:

At the address listed in the applicable owner signature block or joinder, with a copy to any additional address identified there.

11.7 Governing Law and Venue. Utah law governs this Agreement. Any judicial action shall be filed in a state court of competent jurisdiction in Davis County, Utah, subject to any mandatory venue or jurisdiction requirement.

11.8 Conflict and Interpretation. State and federal law control over any inconsistent provision. The annexation ordinance and adopted legal plat control the municipal boundary. The zoning ordinance and adopted zoning descriptions control zoning classifications. This Agreement controls the contractual relationship of the Parties only to the extent lawful. The headings are for convenience and do not limit interpretation.

11.9 Severability and Reformation. If a provision is held invalid or unenforceable, the remaining provisions remain effective. A court should reform an invalid provision to the minimum extent necessary to make it lawful while preserving the Parties' intent.

11.10 No Waiver. A failure to enforce a provision is not a waiver of future enforcement. A waiver is effective only if written and signed by the waiving Party.

11.11 No Third-Party Beneficiaries. This Agreement is for the benefit of the Parties and their lawful successors. It creates no right in an adjacent owner, utility provider, governmental entity, resident, lender, or other third party.

11.12 Entire Agreement. This Agreement and its exhibits contain the entire agreement concerning the subjects addressed herein and supersede prior drafts, negotiations, and representations concerning those subjects, including the draft agreement previously prepared solely for Lone Pine Development LLC.

11.13 Counterparts and Electronic Signatures. This Agreement and joinders may be executed in counterparts. Electronic or scanned signatures may be used for approval purposes, but recordable originals or legally acceptable electronic records shall be provided for recording.

11.14 Authority. Each person signing represents that the person has authority to bind the identified Party or property owner. Each entity owner shall provide evidence of authority reasonably requested by the City or title company.

11.15 Exhibits. The following exhibits are incorporated by reference: Exhibit A, Annexation Area Legal Description and Plat; Exhibit B, Initial Zoning Map; Exhibit C, Lone Pine R-1-10 Exception Area; Exhibit D, Nilson R-M Exception Area; Exhibit E, Existing Agricultural Operations and Rural Heritage Features Inventory; Exhibit F, Form of Participating Owner Joinder; and Exhibit G, Nilson R-M Concept Plan.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as provided herein.

CLINTON CITY CORPORATION

_____	_____
Marie Dougherty, Mayor	Date

ATTEST:

_____	_____
Lisa Titensor, City Recorder	Date

APPROVED AS TO FORM:

_____	_____
Clinton City Attorney	Date

PARTICIPATING OWNER

[INSERT FULL LEGAL NAME OF OWNER AND ENTITY TYPE]

_____	_____
Signature	Date

Printed Name

Title, if applicable

Notice Address

Email Address

Property Bound by this Signature: *[INSERT PARCEL NUMBER(S) AND/OR LEGAL DESCRIPTION REFERENCE]*

STATE OF UTAH

COUNTY OF DAVIS

The foregoing instrument was acknowledged before me on _____,
20____, by _____, as
_____ of
_____, who represented that the signer was
authorized to execute this Agreement.

Notary Public

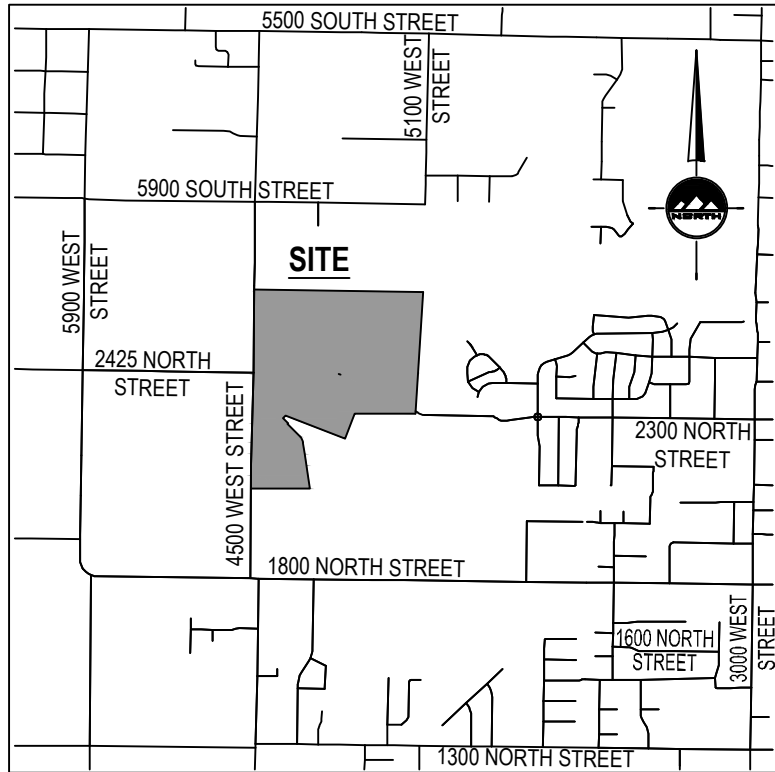
My Commission Expires

EXHIBIT A

ANNEXATION AREA LEGAL DESCRIPTION AND PLAT

WEST CLINTON ANNEXATION PLAT

LOCATED IN THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 19,
AND THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 30,
TOWNSHIP 5 NORTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
CLINTON CITY, DAVIS COUNTY, UTAH
OCTOBER 2025



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, TRENT R. WILLIAMS, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 8034679, as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as WEST CLINTON ANNEXATION PLAT, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area re-quirements of the applicable zoning ordinances.

ANNEXATION BOUNDARY DESCRIPTION

A tract of land, situated in the South half of Section 19 and the North half of Section 30, Township 5 North, Range 2 West, Salt Lake Base and Meridian also being situated in Davis County, Utah. Being more particularly described as follows:

Beginning at the Southeast corner of said Section 19, Also being on the northerly line of that "Plat of Addition to the Corporate Limit of Clinton City" in a certain Plat recorded October 24, 2003 as Entry No. 1926334 at the Davis County Recorder's Office and running thence along the boundary of said annexed area the following three (3) courses and distances:

- 1) West 1012.36 feet;
- 2) South 25°59'16" West 104.94 feet;
- 3) thence southwesterly 352.61 feet along the arc of a 2635.30 foot radius non-tangent curve to the left (center bears South 64°00'43 E and the long chord bears South 22°09'18" West 352.34 feet with a central angle of 07°39'58") to the northerly line of that "COMPTON ANNEXATION PLAT OF ADDITION TO THE CORPORATE LIMIT OF CLINTON CITY" in a certain Plat recorded September 22, 2025 as Entry No. 3634742 at the Davis County Recorder's Office;

thence along the boundary of said annexed area the following ten (10) courses and distances:

- 1) North 69°13'30" West 1116.82 feet;
- 2) South 40°00'00 West 97.32 feet;
- 3) South 39°41'01" East 136.18 feet;
- 4) South 39°07'42" West 22.77 feet;
- 5) South 45°54'13" East 266.43 feet;
- 6) South 27°15'50" East 112.58 feet;
- 7) South 13°08'34" East 76.02 feet;
- 8) South 9°58'02" East 88.72 feet;
- 9) South 8°01'06" East 558.80 feet;
- 10) North 89°59'34" West 883.51 feet to the southeasterly corner of that annexed area of that "PLAN OF ANNEXATION THE CORPORATE LIMITS OF WEST POINT CITY" in a certain Plat recorded January 22, 2007 as Entry No. 2237819 at the Davis County Recorder's Office;

thence along the boundary of said annexed area the following two (2) courses and distances:

- 1) North 0°41'00" East 1221.75 feet;
- 2) North 89°57'54" West 17.67 feet to the southeasterly corner of that annexed area of that "Plat of Annexation The Corporate Limits of West Point City" in a certain Plat recorded March 07, 2008 as Entry No. 2347142 at the Davis County Recorder's Office;

thence North 0°12'29" East 938.10 feet to a point on the southerly line of that annexed area of that "ANNEXATION TO WEST POINT CITY ORDINANCE NO. 10-15-2024A" in a certain Plat recorded December 5, 2024 as Entry No. 3597763 at the Davis County Recorder's Office;

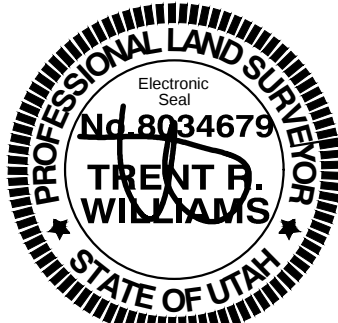
thence along the boundary of said annexed area the following two (2) courses and distances:

- 1) South 89°56'43" East 29.46 feet;
- 2) North 0°16'02" East 1111.19 feet to the Davis and Weber County Line;

thence South 89°53'58" East 2717.50 feet along said County Line to the northwesterly corner of the "Plat of Addition to the Corporate Limit of Clinton City" in a certain Plat recorded October 24, 2003 as Entry No. 1926334 at the Davis County Recorder's Office;

thence South 0°04'59" East 2044.50 feet along the boundary of said annexed area to the Point of Beginning.

Contains: 6,757,704 square feet or 155.136 acres.



October 20, 2025

Date

Trent R. Williams, PLS
License no. 8034679

CLINTON CITY CORPORATION ACCEPTANCE

Known by all men present that we the undersigned have by authority acting for and in behalf of CLINTON CITY Corporation do accept by city ordinance, the land described on this plat to be included in the corporate limits of Clinton City, Davis County, Utah as the

WEST CLINTON ANNEXATION PLAT

In witness whereof, we have hereunto set our hands this ____ day of _____, A.D., 20 ____.

Clinton City Mayor

Attest:

WEST CLINTON ANNEXATION PLAT

LOCATED IN THE SOUTHEAST AND
SOUTHWEST QUARTERS OF SECTION 19,
AND THE NORTHEAST AND NORTHWEST
QUARTERS OF SECTION 30,
TOWNSHIP 5 NORTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE _____
PAID _____ FILED FOR RECORD AND
RECORDED THIS ____ DAY OF ____ 20 ____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER

SHEET 1 OF 2

PROJECT NUMBER : 14088
MANAGER : C.PRESTON
DRAWN BY : J.RINDLISBACHER
CHECKED BY : T. WILLIAMS
DATE : 2025-10-17

DEVELOPER
CASTLE CREEK HOMES
1263 SIR BARTON DRIVE
KAYSVILLE, UT 84037
DEREK TERRY
435-668-6844

CITY ENGINEER'S APPROVAL

APPROVED THIS ____ DAY OF _____, 20 ____,
BY THE CLINTON CITY ENGINEER

CLINTON CITY ENGINEER

DAVIS COUNTY SURVEYOR

APPROVED THIS ____ DAY OF _____, 20 ____,
BY THE DAVIS COUNTY SURVEYOR

DAVIS COUNTY SURVEYOR



LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

WWW.ENSIGNENG.COM

SANDY
Phone: 801.255.0529
TOOELE
Phone: 435.843.3590
GEAR CITY
Phone: 435.865.1463
RICHFIELD
Phone: 435.896.2963

EXHIBIT A

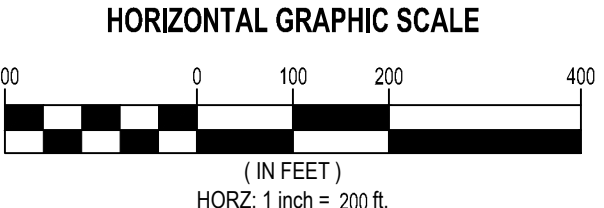
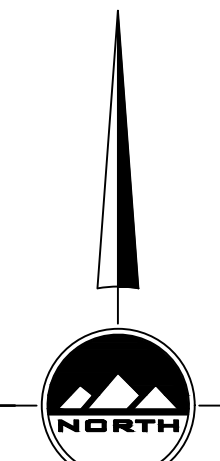
ANNEXATION AREA LEGAL DESCRIPTION AND PLAT

WEST CLINTON ANNEXATION PLAT

LOCATED IN THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 19,
AND THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 30,
TOWNSHIP 5 NORTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
CLINTON CITY, DAVIS COUNTY, UTAH

LEGEND

- SECTION CORNER
- WITNESS MONUMENT
- PROPOSED STREET MONUMENT
- EXISTING STREET MONUMENT
- SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP,
OR NAIL STAMPED "ENSIGN ENG. & LAND SURV."
- SECTION LINE
- ANNEXATION LINES
- ADJACENT PROPERTY LINE
- ROAD CENTERLINE
- DEED LINE
- ADJACENT RIGHT OF WAY
- ADJACENT LOT LINE
- CITY/COUNTY LINE



WEST CLINTON ANNEXATION PLAT

LOCATED IN THE SOUTHEAST AND
SOUTHWEST QUARTERS OF SECTION 19,
AND THE NORTHEAST AND NORTHWEST
QUARTERS OF SECTION 30,
TOWNSHIP 5 NORTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD AND
RECORDED THIS _____ DAY OF _____ 20____
AT _____ IN BOOK _____ OF OFFICIAL RECORDS
PAGE _____

DAVIS COUNTY RECORDER

BY _____ DEPUTY RECORDER

SHEET 2 OF 2

PROJECT NUMBER : 14088

MANAGER : C. PRESTON

DRAWN BY : J. RINDOLSBACHER

CHECKED BY : T. WILLIAMS

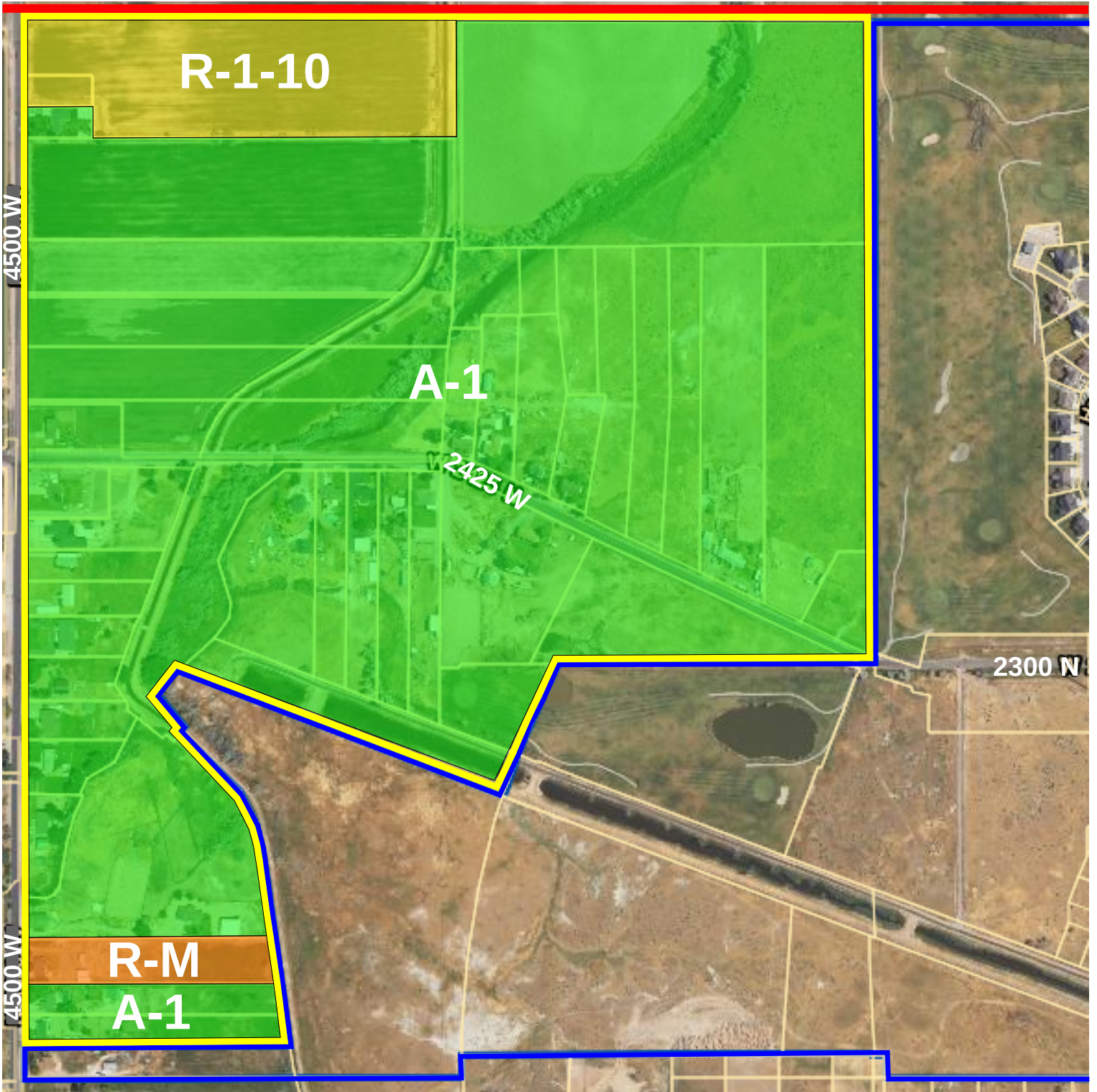
DATE : 2025-10-17



LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100
WWW.ENSIGNENG.COM

SANDY
Phone: 801.255.0529
TOOLE
Phone: 435.843.3000
CEDAR CITY
Phone: 435.865.1433
RICHFIELD
Phone: 435.899.2983

Exhibit B
Initial Zoning Map



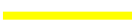
- | | |
|--|---|
|  Clinton City Boundary |  A-1 Zone (Agricultural Zone) |
|  Annexation Area Boundary |  R-M Zone (Residential Multi-Family) |
|  Davis/Weber County Boundary |  R-1-10 Zone (Residential Single-Family) |



EXHIBIT C
LONE PINE R-1-10 EXCEPTION AREA

*[INSERT LEGAL DESCRIPTION FOR THE LONE PINE PROPERTY TO RECEIVE R-1-10
ZONING]*

[INSERT EXHIBIT MAP OF THE LONE PINE EXCEPTION AREA]

Current drafting reference: The prior draft identified Lone Pine Development LLC parcels 13-046-0001 and 13-046-0016, totaling approximately 12.19 acres. Verify ownership, acreage, parcel configuration, and the final legal description before adoption.

EXHIBIT D

NILSON R-M EXCEPTION AREA

Legal Description: ALL OF LOT 8, DAVIS FARMS WEST NO. 2.

The zoning map shall identify the boundaries of Lot 8, Davis Farms West No. 2, and its relationship to the adjoining Heritage Trails project. See Exhibit G for the illustrative concept plan.

Title verification note: Before execution and recordation, confirm the exact owner entity, parcel number, acreage, plat recording information, and the sufficiency of the legal description. The controlling parcel-specific standards are stated in Section 3.4.

EXHIBIT E
EXISTING AGRICULTURAL OPERATIONS AND RURAL HERITAGE FEATURES
INVENTORY

Purpose. This inventory may document known agricultural and livestock operations and recognized rural heritage features for administrative convenience. The inventory is intended to assist code enforcement, public-safety, planning, and other City personnel in reviewing the existing lawful character and documented protections of each listed property or feature. The inventory is not intended to exclude an otherwise lawful use or feature merely because it was inadvertently omitted. Each listed owner should verify the description before execution.

Parcel No.	Owner	Existing Use	Livestock/Facilities	Verified

E-1. THURGOOD EXISTING RURAL HERITAGE DISPLAY

Owner of Record: [VERIFY AND INSERT]

Parcel Number(s): [VERIFY AND INSERT]

Location and Description: [INSERT LOCATION OF THE ORDERLY ROW OF ANTIQUE TRACTORS, FARM IMPLEMENTS, AND MACHINERY ALONG THE PROPERTY FRONTAGE]

Documentation: Attach dated photographs, a site sketch, and a brief inventory identifying the items that comprise the display on the Effective Date. The inventory should state that the items are maintained as a decorative or historic agricultural display and are not maintained for dismantling, salvage, repair, commercial inventory, or waste storage.

Conditions of Recognition: Continued recognition is subject to Section 4.8 and does not extend to later additions or materially different storage conditions.

E-2. WADE/PERCIVAL AGRICULTURE PROTECTION PROPERTY

Owner of Record: [VERIFY EXACT OWNER NAME OR ENTITY]

Parcel Number(s): [VERIFY AND INSERT]

Legal Description: [ATTACH OR INSERT]

Agriculture Protection Area Recorder Entry Number: [VERIFY AND INSERT]

Creation and Review Dates: [VERIFY AND INSERT]

Existing Agricultural Activities: [DESCRIBE LIVESTOCK, ANIMAL MANAGEMENT, CROP OR FOOD PRODUCTION, FARM EQUIPMENT, IRRIGATION, AND OTHER NORMAL OPERATIONS]

Administrative Property Notation: Agriculture protection area and existing lawful agricultural operation. Normal animal sounds, odors, dust, manure and feed handling, equipment operation, irrigation, cultivation, harvesting, and related food-production activities may be protected by Utah law when conducted in the normal and ordinary course of an agricultural operation or in accordance with sound agricultural practices. Review the recorded protection area status and applicable law before initiating enforcement. This notation does not prevent emergency response or enforcement involving public health or safety, animal welfare, environmental violations, or criminal conduct.

EXHIBIT F
FORM OF PARTICIPATING OWNER JOINDER

JOINDER TO WEST CLINTON ANNEXATION AND LAND USE CONDITIONS AGREEMENT. The undersigned is the owner of the property identified below and hereby joins in, consents to, and agrees to be bound by the West Clinton Annexation and Land Use Conditions Agreement recorded in the office of the Davis County Recorder as Entry No. _____ (the "Agreement"), as if the undersigned were an original signatory. Capitalized terms have the meanings stated in the Agreement.

Owner Legal Name: [INSERT]

Entity Type and State: [INSERT]

Parcel Number(s): [INSERT]

Legal Description: [ATTACH AS JOINDER EXHIBIT A]

Notice Address: [INSERT]

Email: [INSERT]

OWNER:

_____ Signature	_____ Date
_____ Printed Name	_____ Title, if applicable
_____ Additional Notice Address	_____ Email Address

STATE OF UTAH

COUNTY OF DAVIS

The foregoing instrument was acknowledged before me on _____,
20____, by _____, as
_____ of
_____, who represented that the signer was
authorized to execute this Agreement.

_____ Notary Public	_____ My Commission Expires
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Illustrative plan prepared by Civil Solutions Group, issued July 21, 2026. Section 3.4 controls: detached single-family dwellings, one principal dwelling per lot, 10-foot interior side yards, 20-foot corner street-side yard, and a 25-foot rear yard administratively reducible to not less than 24 feet. The plan's 15-foot corner-side, and 20-foot rear notation is superseded.





**2267 N 1500 W
Clinton UT 84015**

Planning Commission Members

Gregory Allen

Dan Evans

Mark Gregersen

Dave Jones

Chad Hansen

Jennive Miller

Trent Williams

Date of Meeting	June 18, 2026	Call to Order	6:00 pm.
Staff Present	Keaton Jones, Senior City Planner, and Becky Smith, Assistant City Planner, recorded the minutes.		
Attendees	Kalia Bowman, Dragon Dynamite Fireworks LLC		
Prayer or Thought	Commissioner Jones		
Pledge	Becky Smith		
Roll Call/Attendance	Present were Commissioner Allen, Commissioner Evans, Commissioner Gregersen, Commissioner Jones, Commissioner Hansen, Commissioner Miller, and Commissioner Williams.		
Declaration of Conflicts	None		
PETITIONER:	Kalia Bowman representing Dragon Dynamite Fireworks LLC		
SUMMITTED BY:	Keaton Jones, Senior City Planner		
DISCUSSION	Public Hearing – Review and action on a request by Dragon Dynamite Fireworks LLC for a Conditional Use Permit (CUP) for a temporary firework sales tent for the sale of consumer fireworks located in Arby's parking lot at 1896 N 2000 W (Parcel#: 144760007) BACKGROUND: (1) The proposal consists of a 20' x 30' firework sales tent and a lockable 8' x 20' shipping container for storage (see image on site plan). The tent would be located at the West edge of the Arby's parking lot as shown on the attached site plan. The applicant intends to begin setting up around the second week of June and plans to sell from June 24th through July 25th. The applicant did provide an executed lease agreement as well as a certificate of liability insurance and is working to get a Clinton City business license as well.		

	(2) Staff recommend a five (5) year approval, but the time limit is up to the discretion of the Commission. (3) CUP REVIEW FINDINGS: The proposed use is (a) not detrimental to persons or property, (b) consistent with the objectives of the General Plan (c) compatible with the character of the site, adjacent properties and surrounding neighborhoods. (The Design Compatibility finding is not applicable for temporary uses.) The site can accommodate the sales tent and shipping container while maintaining sufficient parking for both employees and customers and will not generate excessive traffic not already otherwise present in this commercial area. (4) Required Public Notice was made. No public comment has been received to date. (5) Conditions of Approval are recommended and attached for review. The Commission discussed whether the placement of the tent will be a concern for customer access and traffic circulation. Deciding that the customer entrances should be located on the north and south sides of the tent. Mrs. Bowman agreed to move the customer entrances to the north and south sides of the tent to avoid interfering with the drive-through lane. The Commission asked where the fireworks will be stored after hours. Mrs. Bowman advised they will be moved from the tent into the lockable shipping container at the end of each day. The Commission also stated an updated certificate of liability insurance will be required before each seasonal operation. Chair Evans opened the public hearing at 6:08pm. Closed the public hearing at 6:09 due to no comment.
Conclusion and Motion	Commissioner Gregerson moved to approve the Conditional Use Permit request for a temporary firework sales tent used for the sale of consumer fireworks located at 1896 N 2000 W subject to the recommended conditions and the following clarifications: customer access to the tent shall be from the north and south sides so the drive-through lane is not impeded, and an updated certificate of liability insurance shall be provided annually before operation. Staff recommend approval for a term of five (5) years, after which the CUP is eligible for review and possible renewal. Commissioner Williams seconded the motion. Voting is as follows Commissioner Allen, aye; Commissioner Jones, aye; Commissioner Hansen, aye; Commissioner Gregersen, aye; Commissioner Williams, aye; Chair Evans, aye.

DISCUSSION	The Commission discussed the previously tabled accessory dwelling unit ordinance revisions. Mr. Jones advised additional code changes were being developed and the City Council needed additional time for review.
Conclusion and Motion	Commissioner Gregersen moved to further table the accessory dwelling unit ordinance discussion until the first Planning Commission meeting in August. Commission Allen seconded the motion. Voting was as follows: Commissioner Allen, aye; Commissioner Jones, aye; Commissioner Jones, aye; Commissioner Hansen, aye; Commissioner Gregersen, aye; Commissioner Williams, aye; Chair Evans, aye.
Approval of Minutes	Commissioner Williams moved to approve minutes from the June 4th meeting. Commission Jones seconded the motion. The Commission approved the minutes.
DIRECTORS REPORT	• The accessory dwelling unit discussion will continue in August after staff completes additional revisions and the City Council has further review time. • Staff have completed the architectural scoring for the VK Electrical proposed retail building. Columns/pillars must be added to the rear elevation for the design to meet the passing criteria. Revised elevation will be presented when the item returns to the Commission, potentially in August.
ADJOURNMENT	<i>Commissioner Hansen moved to adjourn. Commissioner Miller seconded the motion. Voting is as follows; Commissioner Allen, aye; Commissioner Miller, aye; Commissioner Jones, aye; Chair Evans, aye; Commissioner Hansen, aye; Commissioner Gregersen, aye; Commissioner Williams, aye. The meeting adjourned at 8:41pm.</i>

*Reviewed and Approved by the
Clinton City Planning
Commission on this day of
August 2026*