

CLINTON CITY
NOTICE OF PUBLIC HEARING
WEST CLINTON ANNEXATION

Notice is hereby given that the **Clinton City Council** will hold a public hearing concerning the proposed **West Clinton Annexation, initial zoning, and West Clinton Annexation and Land Use Conditions Agreement**.

Date: August 25, 2026

Time: Approximately 7:00 pm

Location: Clinton City Hall, City Council Chambers
2267 North 1500 West, Clinton, Utah 84015

PROPOSED ACTION

The proposed annexation includes approximately **155.136 acres of unincorporated Davis County generally located near 2425 North and 4500 West**, as shown on the attached West Clinton Annexation Plat. The annexation petition was certified by the Clinton City Recorder on January 8, 2026.

The proposed initial zoning is generally **Agriculture (A-1)**, with the Lone Pine property proposed for **R-1-10** zoning and the Nilson property proposed for **R-M** zoning matching the larger master-planned area and subject to the limitations contained in the proposed Annexation Agreement.

At or following the public hearing, the City Council may consider **adoption of the annexation ordinance, adoption of the initial zoning ordinance and zoning map, and approval of the Annexation Agreement**.

EXISTING USE AND AGRICULTURAL PROTECTIONS

The proposed Annexation Agreement is intended to protect **existing lawful uses and existing agricultural operations**. In general, annexation alone would not require an existing lawful use or agricultural operation to stop. Existing agricultural activities such as livestock, grazing, irrigation, barns, corrals, fencing, and equipment storage may continue, and continuation of an existing agricultural operation alone does not trigger requirements for urban improvements such as sewer, curb, gutter, sidewalk, or street lighting. A change in ownership alone does not terminate these existing-use protections. **See Agreement Sections 4.1, 4.3 and 5.1–5.6.**

Property owners who want the contractual protections of the Annexation Agreement to apply to their property should contact Clinton City regarding execution of a joinder to the Agreement before the public hearing. The Agreement's contractual provisions bind only owners who sign the Agreement or a joinder. **See Sections 2.4 and 11.2 and Exhibit F.**

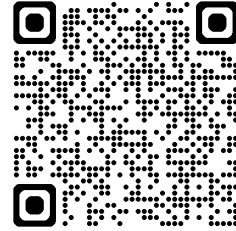
REVIEW AND COMMENT

Property owners and interested persons are encouraged to **review the proposed Annexation Agreement, zoning materials, and annexation plat before the meeting.**

Materials are available for review at the Clinton City Recorder's Office, 2267 North 1500 West, Clinton, Utah, during regular business hours, or can be found online at www.clintoncity.com

Written comments may be submitted before the hearing to:

Clinton City Recorder
2267 North 1500 West
Clinton, Utah 84015
Email: ltitensor@clinton.utah.gov



Comments may also be provided in person at the public hearing.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations should contact Lisa Titensor, Clinton City Recorder, at **801-614-0700** at least 24 hours before the meeting.

DATED this 14th day of August, 2026.

Lisa K. Titensor
Clinton City Recorder

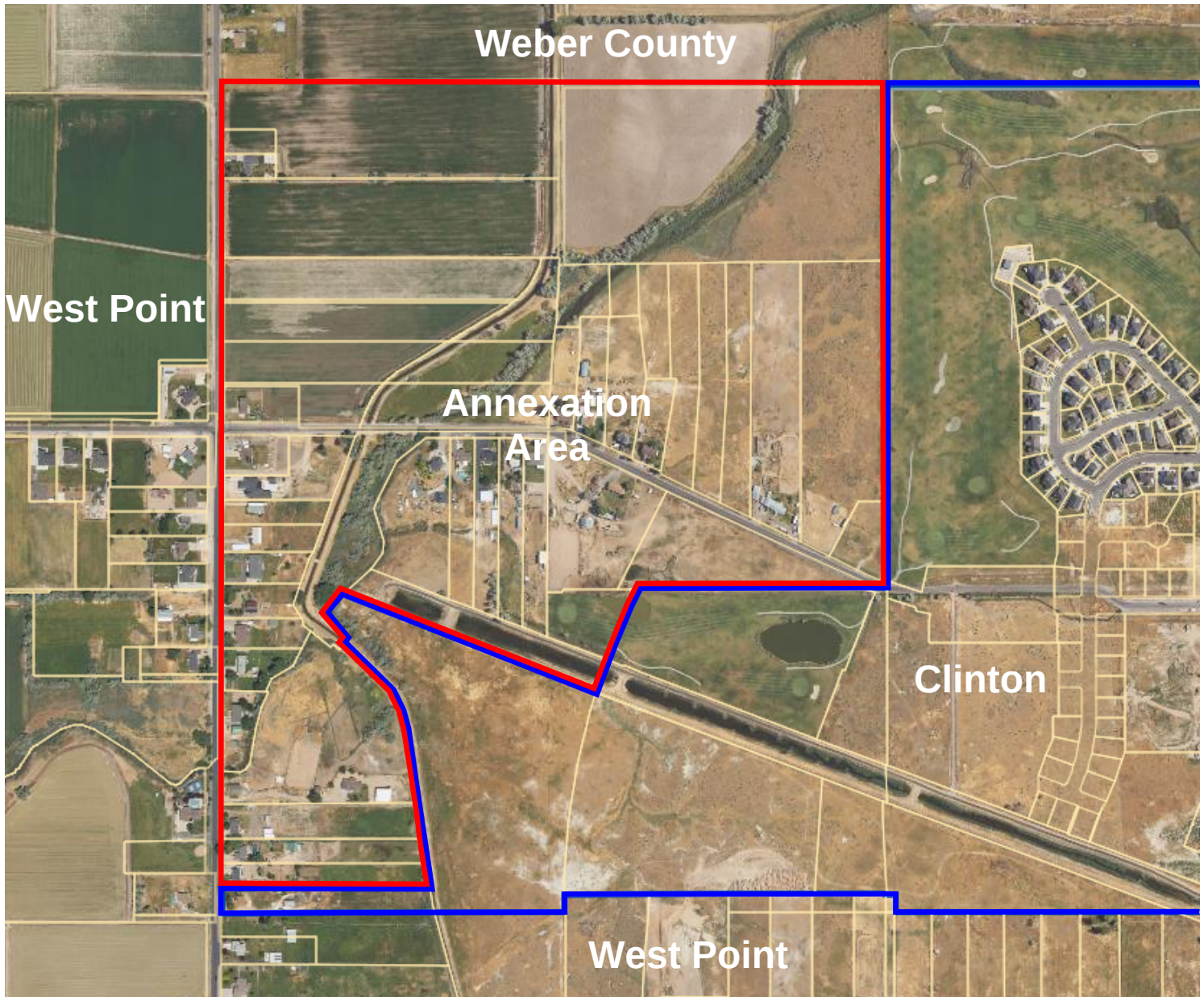
Provided as a Class B notice in accordance with Utah Code Sections **10-2-810(7)**, **10-20-205**, and **63G-30-102**.

Attachments: Exhibit A - West Clinton Annexation Map

Exhibit A
West Clinton Annexation Map
Annexation to Clinton City
Acreage: 155.136
Parcels:



13-046-0001	13-046-0016	13-046-0038	13-046-0045	13-046-0057	13-338-0002
14-175-0016	14-175-0015	14-175-0014	14-175-0013	14-175-0012	14-175-0011
14-175-0010	14-175-0009	14-175-0008	14-175-0007	14-175-0006	14-170-0001
14-170-0002	14-170-0003	14-170-0004	14-170-0005	13-046-0070	13-046-0068
13-046-0072	13-046-0013	13-046-0069	13-046-0067	13-046-0071	13-046-0025
13-046-0006	13-046-0061	13-046-0008	13-046-0052	13-046-0017	13-046-0062
13-046-0023	13-046-0063	13-046-0064	13-046-0065	13-046-0066	13-046-0009
13-046-0041	13-046-0040	13-046-0012	13-046-0039	14-038-0063	14-038-0078
13-338-0001	13-046-0058				



- Annexation Area Boundary
- Clinton City Boundary

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 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 a design substantially similar to the elevation concepts shown in Exhibit H, or 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-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

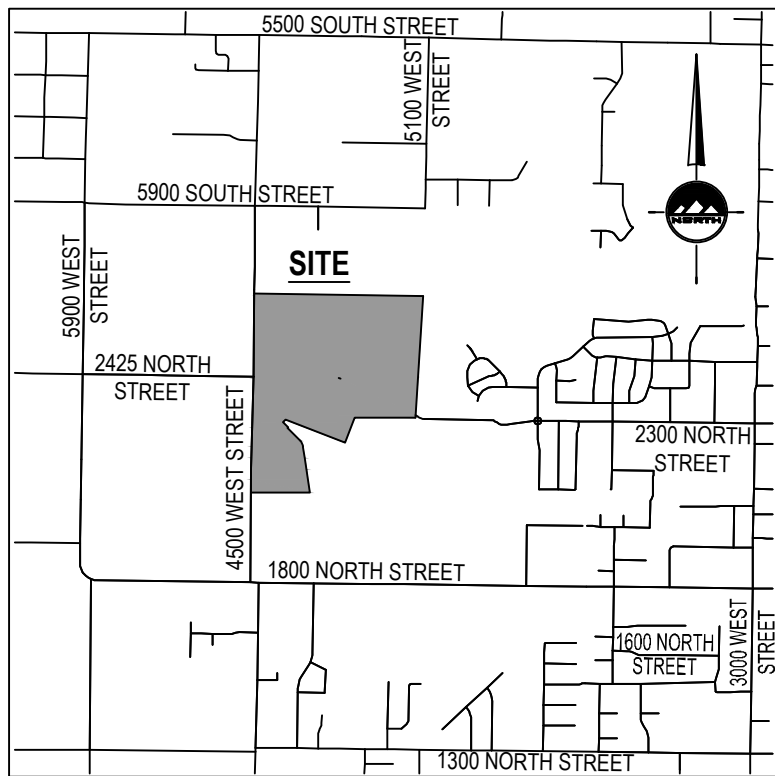
My Commission Expires

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;

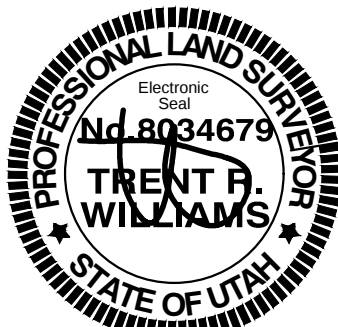
thence along the boundary of said annexed area the following two (2) courses and distances:

- 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 : 14038
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
CEANAR CITY
Phone: 435.865.1463
RICHFIELD
Phone: 435.896.2963

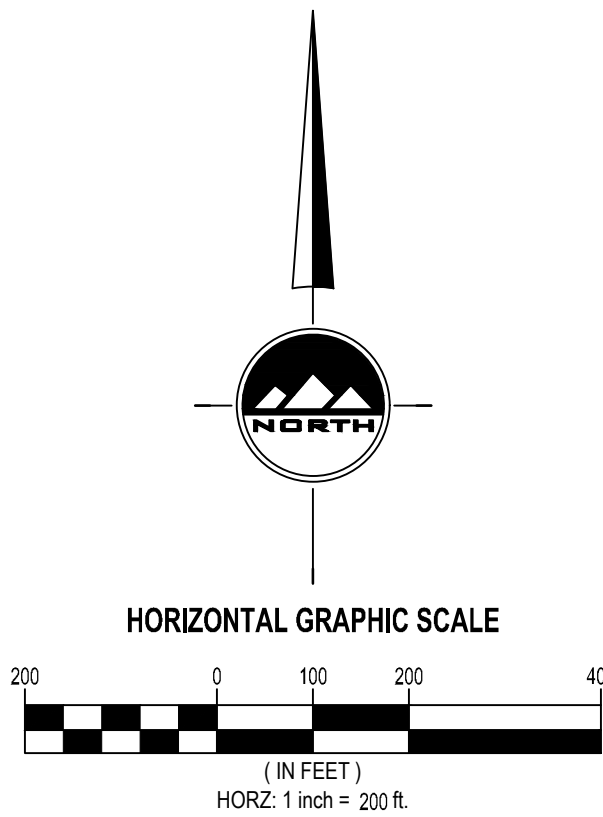
EXHIBIT A

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.ENSGNENG.COM

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

Exhibit B Initial Zoning Map

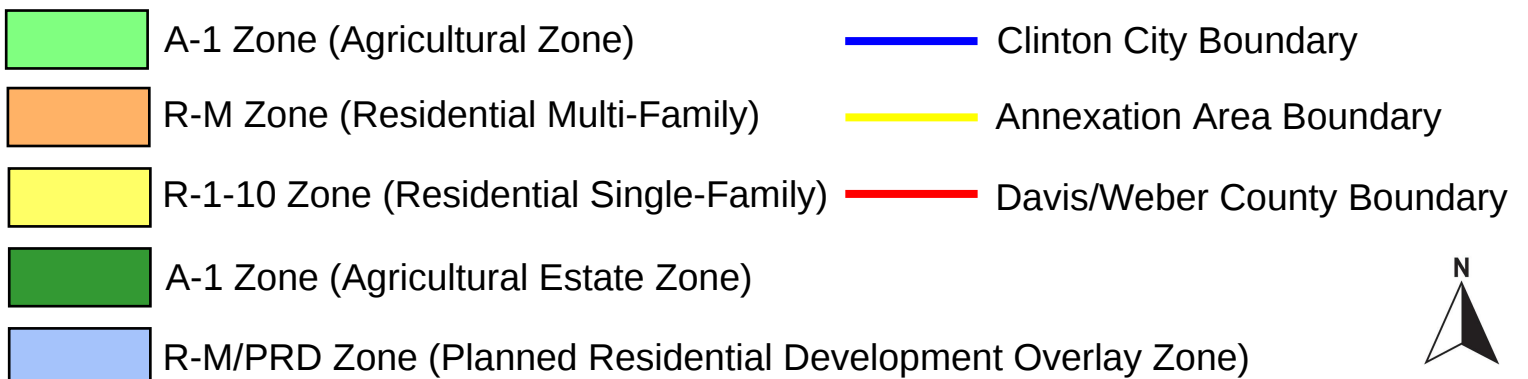
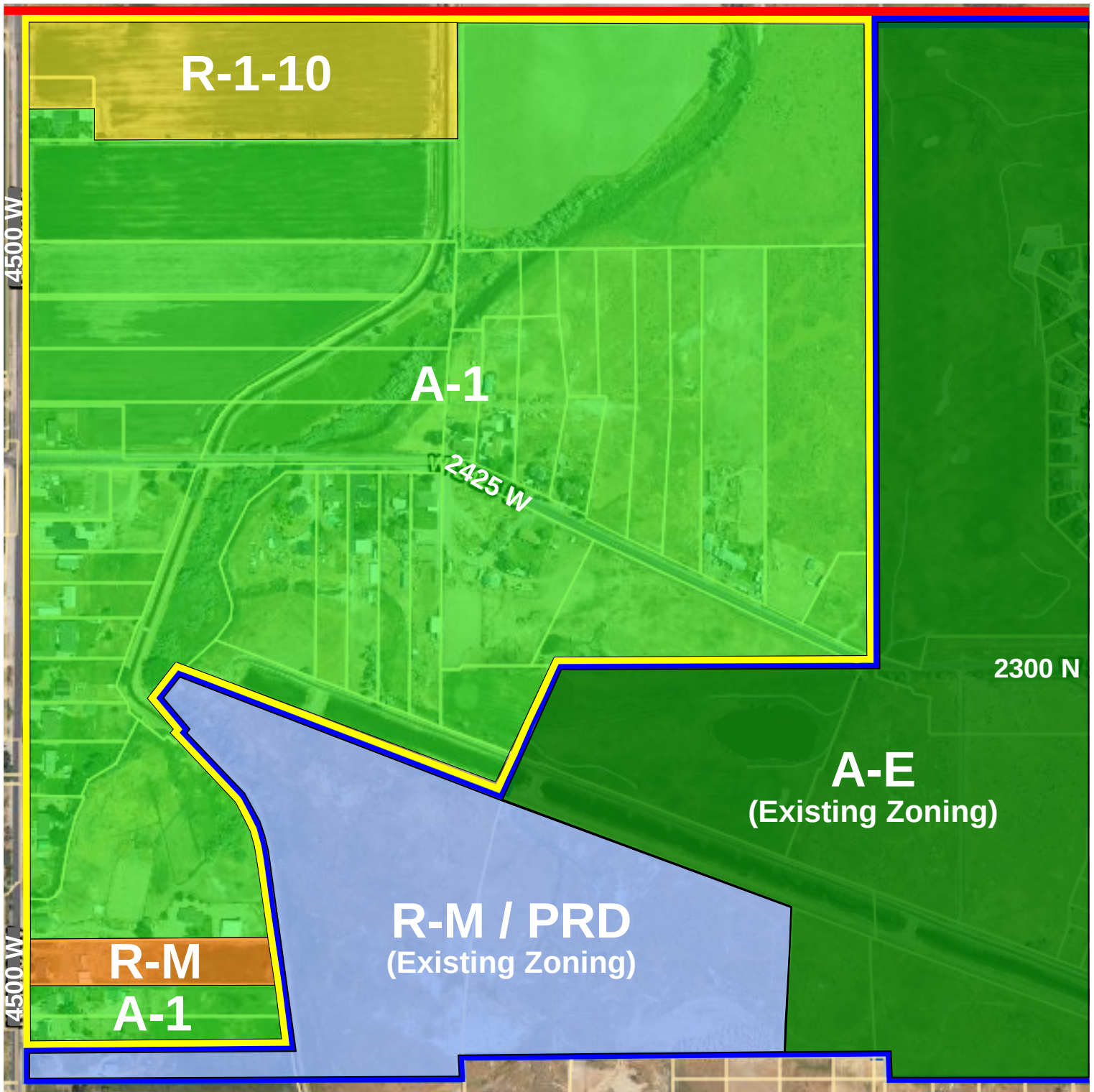


EXHIBIT C
LONE PINE R-1-10 EXCEPTION AREA

*[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

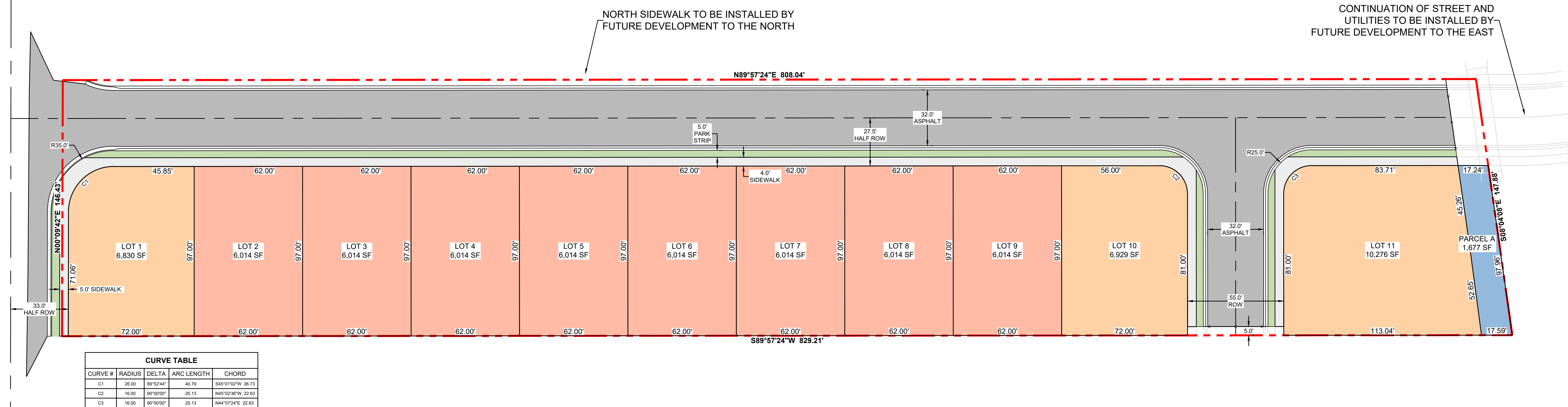
The foregoing instrument was acknowledged before me on _____,
20____, by _____, as
_____ of
_____, who represented that the signer was
authorized to execute this Agreement.

Notary Public

My Commission Expires

Nilson R-M Concept Plan

Illustrative plan provided by Civil Solutions Group Issued 08/04/2026. 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 19 feet for the corner and 20 feet for the rear.



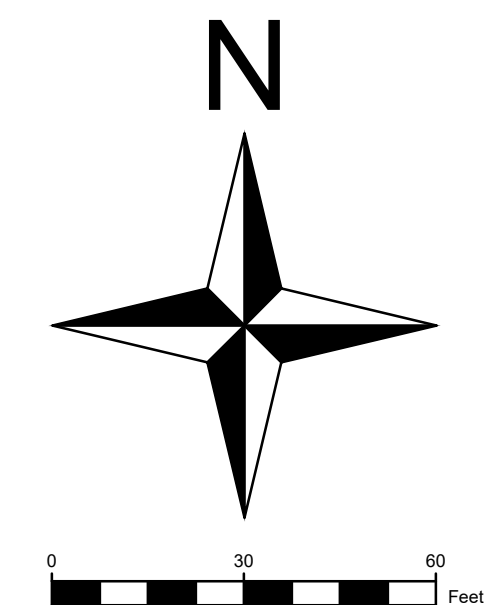
CURVE TABLE				
CURVE #	RADIUS	DELTA	ARC LENGTH	CHORD
C1	26.00	89°52'44"	40.79	S45°01'02"W 36.73
C2	16.00	90°00'00"	25.13	N45°02'36"W 22.63
C3	16.00	90°00'00"	25.13	N44°57'24"E 22.63

PARCEL DATA	
PROJECT AREA (AC.)	2.75
SINGLE FAMILY LOTS	11
DENSITY	4.00

SETBACKS (FT)	
FRONT	22
SIDE (INTERNAL)	10
SIDE (CORNER)	20
REAR	20

PARCEL LEGEND:

- INTERNAL LOTS, 62' WIDE
- CORNER LOTS, 72'+ WIDE
- PARCEL A DEDICATED TO HOOPER IRRIGATION COMPANY



CONTINUATION OF STREET AND
UTILITIES TO BE INSTALLED BY-
FUTURE DEVELOPMENT TO THE EAST

NORTH SIDEWALK TO BE INSTALLED BY
FUTURE DEVELOPMENT TO THE NORTH

HERITAGE TRAILS
RESIDENTIAL SUBDIVISION
CLINTON CITY, UTAH

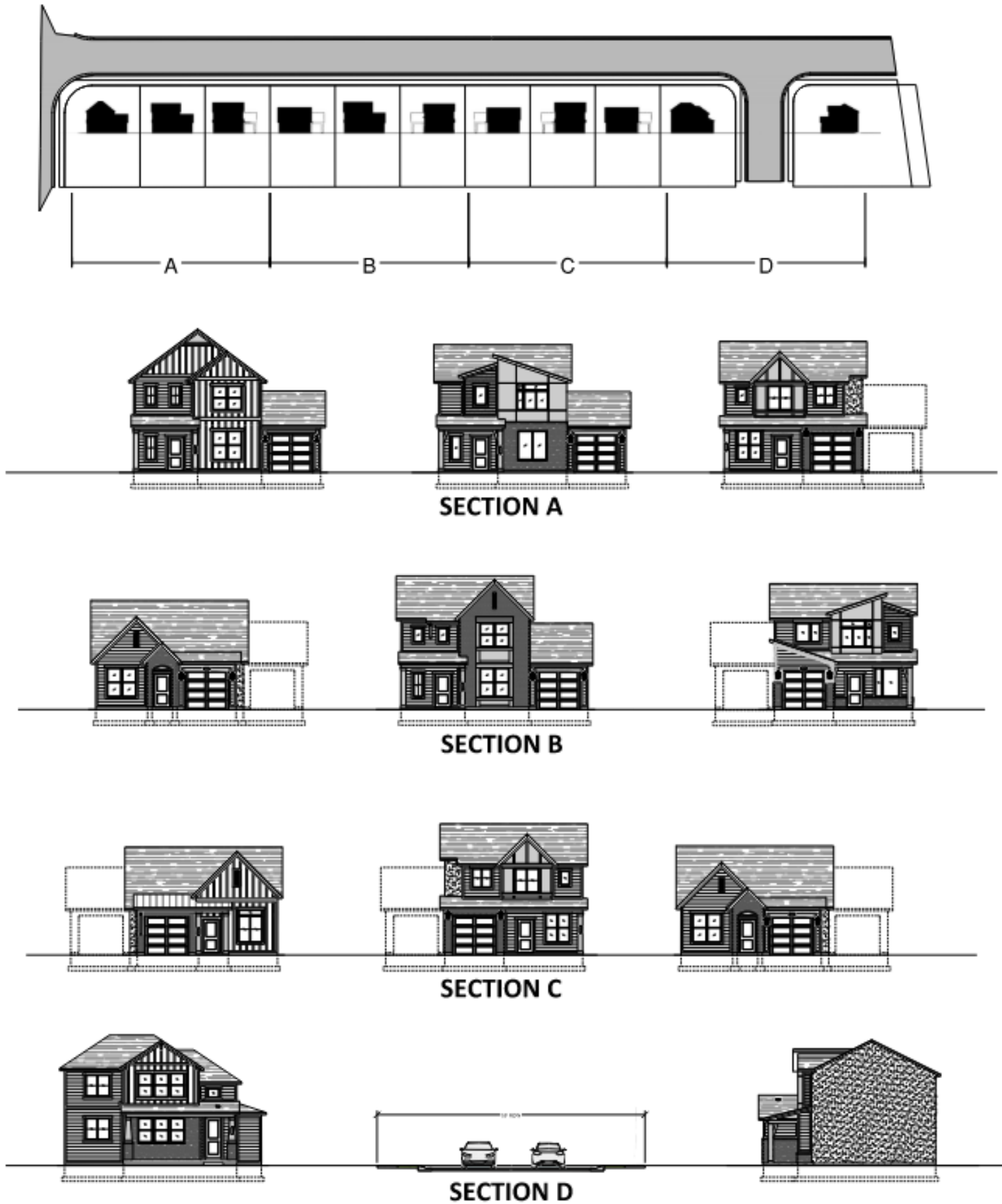
[illegible]

PROJECT #: 23-029
DRAWN BY: J.BLACK
PROJECT MANAGER: J.BLACK
ISSUED: 08/04/2026

DRAFT

CONCEPT PLAN

Exhibit H
Architectural Elevations for Nilson R-M Concept Plan



A variety of elevations and rooflines substantially similar to this depiction meets the requirements of section 3.4.4 of this agreement. Specific elevations are provided for illustrative purposes and are subject to change. Exterior colors will be determined by developer at a later date.