

When Recorded Mail to:
Farmington City Attorney
160 S. Main Street
Farmington, UT 84025

08-052-0262

DEVELOPMENT AGREEMENT
FOR THE
HESS FARMS SUBDIVISION

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 10 day of March, 2023, by and between **FARMINGTON CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **WDG PARK LANE, LLC**, a Utah limited liability company, hereinafter referred to as the "Developer."

RECITALS:

A. Developer owns approximately ten (10) acres of land located within the City, which property is more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property").

B. Developer desires to develop a project on the Property to be known as the Hess Farms Subdivision (the "Project"). Developer has submitted an application to the City seeking approval of a zone change to Commercial Mixed Use (CMU) in accordance with the City's Laws.

C. The Property is presently zoned under the City's zoning ordinance as Agricultural (A). The Property is subject to all City ordinances and regulations including the provisions of the City's General Plan, the City's zoning ordinances, the City's engineering development standards and specifications and any permits issued by the City pursuant to the foregoing ordinances and regulations (collectively, the "City's Laws").

D. Persons and entities hereafter developing the Property or any portions of the Project thereon shall accomplish such development in accordance with the City's Laws, and the provisions set forth in this Agreement. This Agreement contains certain requirements and conditions for design and/or development of the Property and the Project in addition to or in lieu of those contained in the City's Laws. This Agreement is wholly contingent upon the approval of that zoning application.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

a) **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

b) **Property Affected by this Agreement.** The legal description of the Property contained within the Project boundaries to which the Agreement applies is attached as Exhibit A and incorporated by reference.

c) **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, Developer agrees that any development of the Property shall comply with city ordinances in existence on the date of execution of this Agreement. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances.

d) **Developer Obligations.** Developer agrees to the following provisions as a condition for being granted the zoning approval sought:

e) **Commercial Building Height.** The commercial buildings shall be at least two (2) stories in height.

f) **Lagoon Drive Connection.** Developer shall be responsible to construct a connection between the Project and existing Lagoon Drive to the East of the Property and connect it to Highway 89, in order to accomplish the circulation plan submitted to the City. The construction shall meet all City standards and specifications for right-of-way and shall be constructed and accepted by the City prior to the occupancy of the thirty-first (31st) residential unit within the Project. Developer shall be solely responsible for all costs incurred to construct Lagoon Drive as a 60' ROW. The city shall be responsible for all costs to increase the size of Lagoon Drive from a 60' ROW to a 66' ROW. The City may reject or hold occupancy to any remaining units until that connection is constructed as provided in this Agreement. Developer asserts and the City relies upon the assertion that the property on which the connection is to be constructed is within the control of the Developer or its affiliates.

g) **700 West Connection.** Developer shall be responsible to construct a connection between the Project and existing 700 West to the North of the Property, in order to accomplish the circulation plan submitted to the City. The construction shall meet all City standards any specifications for right-of-way. Developer shall be solely responsible for all costs incurred to construction 700 West as a 55' ROW. The city shall be responsible for all costs to increase the size of 700 West from a 55' ROW to a 60' ROW. Developer asserts and the City relies upon the assertion that the property on which the connection is to be constructed within the control of the Developer or its affiliates.

h) **Conformance to Submittals.** Construction of the Project shall be substantially similar to the elevations and drawings provided to the City by the Developer in its subdivision application, and shall comply with all other applicable Farmington City Municipal codes. The drawings are attached as "Exhibit B" and incorporated by this reference.

i) Private Road Connection to 700 West. Developer agrees that the private road to be built within the Project shall connect to the East side of 700 West as depicted in Exhibit B. Developer acknowledges that this is an essential component to the safety of the residential units by providing a second fire apparatus access road connection, as required by International Fire Code, for the townhomes. As a result, the private road within the Project shall be connected to 700 West prior the occupancy of the thirty-first (31st) residential unit, and the City may reject or hold occupancy to any remaining units until that connection is constructed as provided in this Agreement.

j) Utility Lines. An 8" water line in Lagoon Drive is required to service the Project. However, City requires that a 12" water line be installed in order to service additional property owners through the city. As a result, Developer shall be responsible for the costs to install an 8" water line in Lagoon Drive and City shall be responsible for the costs to upgrade the water line from an 8" to a 12" line.

k) Wetlands Mitigation. 0.5 acres of wetlands must be filled to construct Lagoon Drive. The Army Corp has approved this action, on the condition that 1 acre of mitigation be purchased. The City will reimburse the Developer the amount of ten percent (10%) of the cost of the purchase of wetland mitigation credits from Machine Lake, due to the increased width of Lagoon Drive that is being required by the City. The reimbursement will be realized through credits toward the transportation impact fee assessed against the Project.

l) Commercial Development on Western Portion of Parcel. Developer agrees that all uses to the West of 700 West will be commercial in nature and not residential, as designated in Exhibit B.

m) City Obligations. City agrees to maintain the public improvements dedicated to the City following satisfactory completion thereof and acceptance of the same by the City, and to provide standard municipal services to the Project. The City shall provide all public services to the Project, with the exception of secondary water and sewer, and to maintain the public improvements, including roads, intended to be public upon dedication to the City and acceptance in writing by the City; provided, however, that the City shall not be required to maintain any privately-owned areas or improvements that are required to be maintained by a private party or a homeowner's association in the Project.

n) Minimum Lot Standards.

o) Density. The maximum number of residential units in the Project is sixty-nine (69) units.

p) Common Space. The Project contains approximately 34.2% landscaping, which shall be installed in accordance with City codes, standards and specifications.

q) Layout, Circulation, Connectivity. The layout and circulation of the Project, as submitted by the Developer in the Circulation Plan that accompanied the subdivision application, is hereby accepted by the City, and the Project shall substantially conform to that plan. The circulation plan is included in "Exhibit B."

r) Moderate Income Housing. The Developer agrees that seven (7) of the residential units shall be designed and constructed as affordable housing units for low to moderate income households.

s) Payment of Fees. The Developer shall pay to the City all required fees in a timely manner. Fees shall be paid in those amounts which are applicable at the time of payment of all such fees, pursuant to and consistent with standard City procedures and requirements, adopted by City.

t) Indemnification and Insurance. Developer hereby agrees to indemnify and hold the City and its officers, employees, representatives, agents and assigns harmless from any and all liability, loss, damage, costs or expenses, including attorneys fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to property of any person which shall occur within the Property or any portion of the Project or occur in connection with any off-site work done for or in connection with the Project or any phase thereof which shall be caused by any acts or omissions of the Developer or its assigns or of any of their agents, contractors, servants, or employees at any time. Developer shall furnish, or cause to be furnished, to the City a satisfactory certificate of insurance from a reputable insurance company evidencing general public liability coverage for the Property and the Project in a single limit of not less than One Million Dollars (\$1,000,000) and naming the City as an additional insured.

u) Right of Access. Representatives of the City shall have the reasonable right of access to the Project and any portions thereof during the period of construction to inspect or observe the Project and any work thereon.

v) Assignment. The Developer shall not assign this Agreement or any rights or interests herein without prior written approval by the City, which shall not be unreasonably withheld and which is intended to assure the financial capability of the assignee. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. The Developer is affirmatively permitted to assign this Agreement to a wholly owned subsidiary under the same parent company.

w) Homeowner's or Commercial Building Owner's Association. The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by Developer, its agents, a private association of homeowners, building owners, or a combination of the foregoing. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by Developer. The City shall have no maintenance responsibility in relation to the Project and shall only plow and maintain public roads that are designated as public on the plat. This section survives termination under Subsection ii) of this Agreement, unless specifically terminated in writing.

x) Onsite Improvements. At the time of final plat recordation for the Project, the Developer shall be responsible for the installation and dedication to the City of onsite water, sewer and storm water drainage improvements sufficient for the development of the Project in accordance with City Code.

y) **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To Developer:	WDG Park Lane, LLC Attn: Spencer Wright 1178 West Legacy Crossing Blvd, Suite 100 Centerville, UT 84014
To the City:	Farmington City Attn: City Manager 160 South Main Street Farmington, Utah 84025

z) **Default and Limited Remedies.** In the event any party fails to perform its obligations hereunder or to comply with the terms hereof, within sixty (60) days after giving written notice of default, the non-defaulting party shall have the following rights and remedies available at law and in equity, including injunctive relief and specific performance, but excluding the award or recovery of any damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights. In addition, the Parties have the following rights in case of default, which are intended to be cumulative:

aa) The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

bb) The right to draw upon any security posted or provided in connection with the Project.

cc) The right to terminate this Agreement.

dd) **Agreement to Run with the Land.** This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

ee) **Vested Rights.** The City and Developer intend that this Agreement be construed to grant the Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinances. By electing to submit a development application under a new future ordinance,

however, Developer shall not be deemed to have waived its right to submit or process other development applications under the City Code that applies as of the effective date of this Agreement.

ff) Amendment. The Parties or their successors in interest, may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement relating to any substantial rights or obligations shall require the prior approval of the City Council.

gg) Termination.

hh) Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties that if the Project is not completed within five (5) years from the date of this Agreement or if Developer does not comply with the provisions of this Agreement, the City shall have the right, but not the obligation at the sole discretion of the City, which discretion shall not be unreasonably applied, to terminate this Agreement and to not approve any additional phases for the Project. Such termination may be effected by the City giving written notice of intent to terminate to the Developer. Whereupon, the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to complete the Project. If Developer fails to satisfy the concerns of the City with regard to such matters, the City shall be released from any further obligations under this Agreement and the same shall be terminated.

ii) Upon the completion of all contemplated buildings and improvements identified in this Agreement, including all applicable warranty periods for publicly dedicated infrastructure, and completion of all provisions of Sections d) and m) of this Agreement, the terms of this Agreement shall terminate upon thirty days' written notice to either Party. The non-noticing Party shall, within thirty days of receipt of the notice, provide to the noticing Party its written objection and identify the remaining construction or obligation which has not been fulfilled. Objections to termination under this subsection must be asserted in good faith.

jj) Attorneys' Fees. In the event of any lawsuit between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorneys fee.

kk) General Terms and Conditions.

ll) Entire Agreement. This Agreement together with the Exhibits attached thereto and the documents referenced herein, and all regulatory approvals given by the City for the Property and/or the Project, contain the entire agreement of the parties and supersede any prior promises, representations, warranties or understandings between the parties with respect to the subject matter hereof which are not contained in this Agreement and the regulatory approvals for the Project, including any related conditions.

mm) Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

nn) Non-Liability of City Officials, Employees and Others. No officer, representative, agent, or employee of the City shall be personally liable to the Developer, or any successor-in-interest or assignee of the Developer in the event of any default or breach by the City or for any amount which may become due Developer, or its successors or assigns, for any obligation arising under the terms of this Agreement unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or malice.

oo) Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zone changes. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge against the underlying zone change is successful. In such case, this Agreement is void at inception.

pp) Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

qq) No Officer or Employee Interest. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

rr) Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

ss) Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

tt) No Third-Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any persons or parties other than the City. The parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

uu) Recordation. This Agreement shall be recorded by the City against the Property in the office of the Davis County Recorder, State of Utah.

vv) Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties hereto.

ww) Severability. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

xx) Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

(Execution on Following Pages)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

"DEVELOPER"

WDG Park Lane, LLC

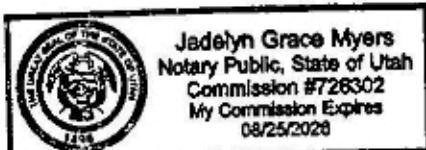
Spencer Wright, Manager
Print Name & Office

Spencer Wright

Signature

STATE OF UTAH)
: ss.
COUNTY OF Davis)

On this 10th day of March, 2023, personally appeared before me, Spencer Wright, who being by me duly sworn, did say that they are the Manager of WDG Park Lane, LLC, a Utah Limited Liability Company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledgment to me that said limited liability executed the same.



Jadelyn Grace Myers
Notary Public

FARMINGTON CITY

By

Brett Anderson, Mayor

Attest:

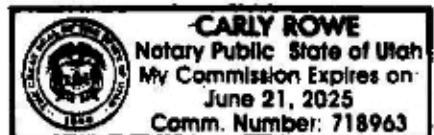
D. Ann Carlile
DeAnn Carlile
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 13th day of March, 2023, personally appeared before me, Brett Anderson, who being by me duly sworn, did say that he is the Mayor of Farmington City, a Utah municipal corporation, and that the foregoing instrument was signed on behalf of the City for the purposes therein stated.

Notary Public

Approved as to Form:



~~Paul H. Roberts~~
City Attorney

EXHIBIT "A"

PROPERTY DESCRIPTION

BEG AT A PT ON THE E R/W LINE OF THE E FRONTAGE ROAD SD PT ALSO THE SAME POB AS CONT IN THAT CERTAIN BNDRY LINE AGMT RECORDED 06/24/2019 AS ENTRY NO. 3168113 IN BK 7290 AT PAGES 1284-1293, BEING S 89[°]52'45" W ALG THE 1/4 SEC LINE 696.296 FT & N 306.014 FT FR THE CENTER OF SEC 13-T3N-R1W, SLB&M; & RUN TH ALG SD E R/W LINE THE FOLLOWING FIVE (5) COURSES & ALG SD BNDRY LINE AGMT THE FOLLOWING TWELVE (12) COURSES: N 17[°]29'15" W 34.201 FT; TH N 68[°]05'24" W 46.98 FT; TH N 18[°]42'27" W 254.22 FT; TH S 67[°]50'41" W 20.91 FT; TH N 22[°]16'23" W 40.35 FT TO AN EXIST FENCE LINE; TH STILL ALG SD BNDRY LINE AGMT & AN EXIST FENCE LINE N 89[°]01'29" E 84.14 FT; TH N 88[°]07'28" E 79.917 FT; TH N 89[°]09'21" E 337.547 FT; TH N 89[°]07'31" E 284.95 FT; TH N 88[°]45'34" E 267.389 FT; TH N 89[°]31'30" E 164.276 FT TO THE SW COR OF NORTH MAIN STREET CHURCH SUB RECORDED 07/02/2009 AS ENTRY NO. 2464628 IN BK 4810 AT PG 426; TH N 88[°]47'01" E ALG THE S OF SD SUB 141.48 FT; TH S 00[°]52'45" W 362.13 FT TO THE S LINE OF THAT COMMON LINE AS DESC IN SD BNDRY LINE AGMT; TH N 89[°]07'15" W ALG SD BNDRY LINE AGMT 1184.00 FT TO THE POB. THE NAD83 ROTATION IS 00[°]21'15" CLOCKWISE.

CONT. 9.99029 ACRES.

EXHIBIT B

SITE PLAN & ASSOCIATED DOCUMENTS

100-004-4722
Spartanburg, SC 29603
1215 Spartan Center Rd.
COURT ENGINEERING, LLC

Hess Farms Subdivision
Harrisburg, Illinois County, Illinoi

Existing Conditions



Capstone _____ 1. Name _____
Date _____ 10/07/07 _____
Start Date _____ 10/07/07 _____
Name _____ 302-00013 _____
Home Room _____

10

AS-SURVEY TOOLS FOR DISEASE MONITORING

THE BOSTONIAN, OR, AMERICAN JOURNAL OF LITERATURE AND POLITICS. VOL. VI. NO. 1.

150

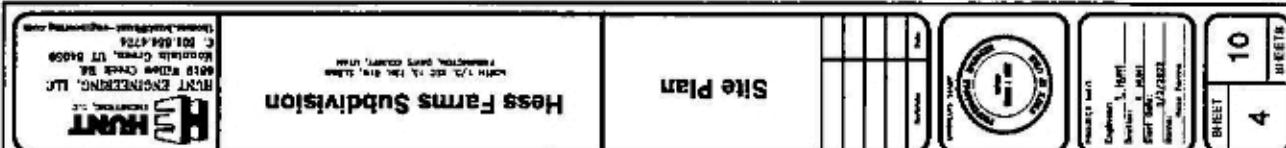
Site Information	
located at	14000 N. 100 E., DAVIS COUNTY
original property	45.000000000000005 ACRES
original name	—
original date	—
current name	—
current date	—
location state	UTAH
location county	DAVIS
location town	—
location section	11
location range	11
location quarter	11
location 1/16	11
location 1/32	11
location 1/64	11
location 1/128	11
location 1/256	11

BASIS OF REACTIONS

THE PEARL

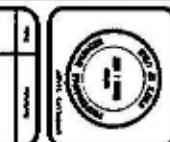
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Site Information

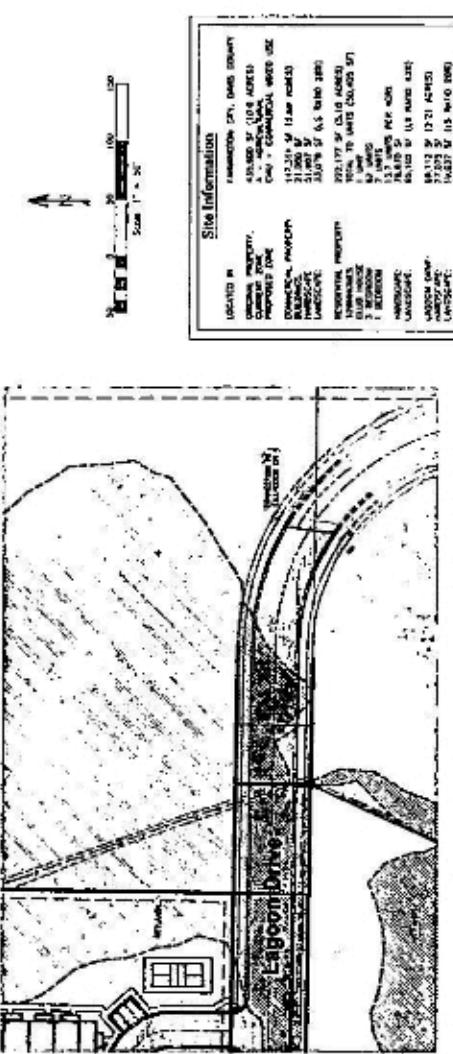
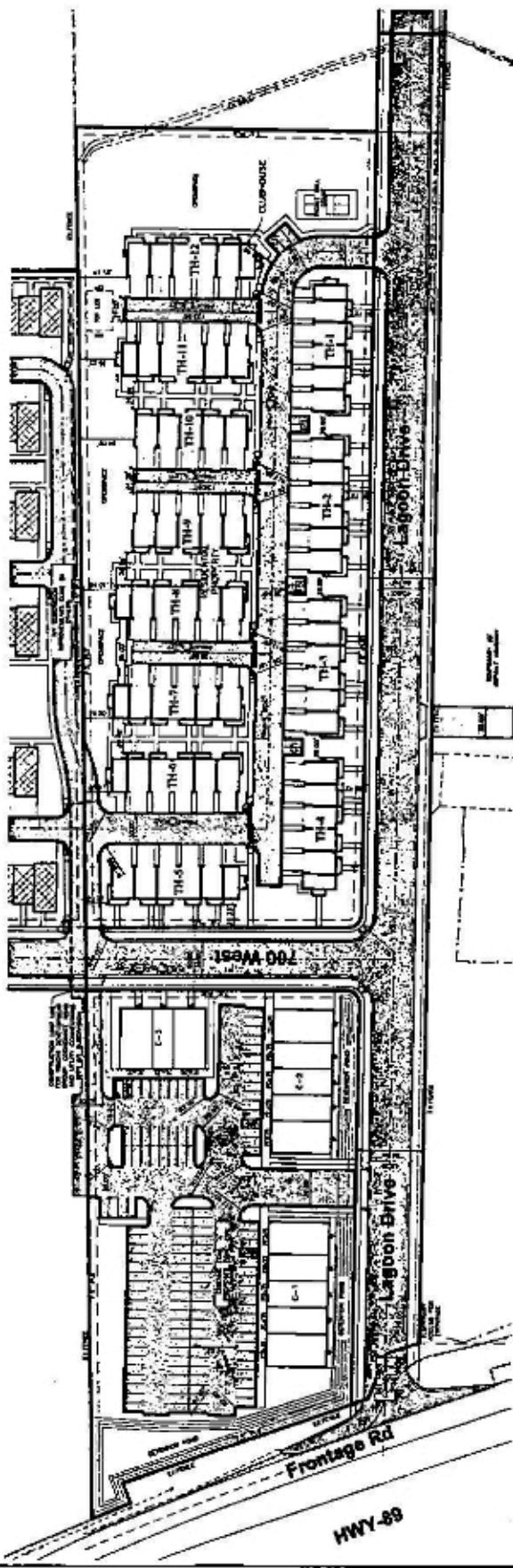


Hess Farms Subdivision

Site Plan



10
SHEETS



Grading & Drainage Plan

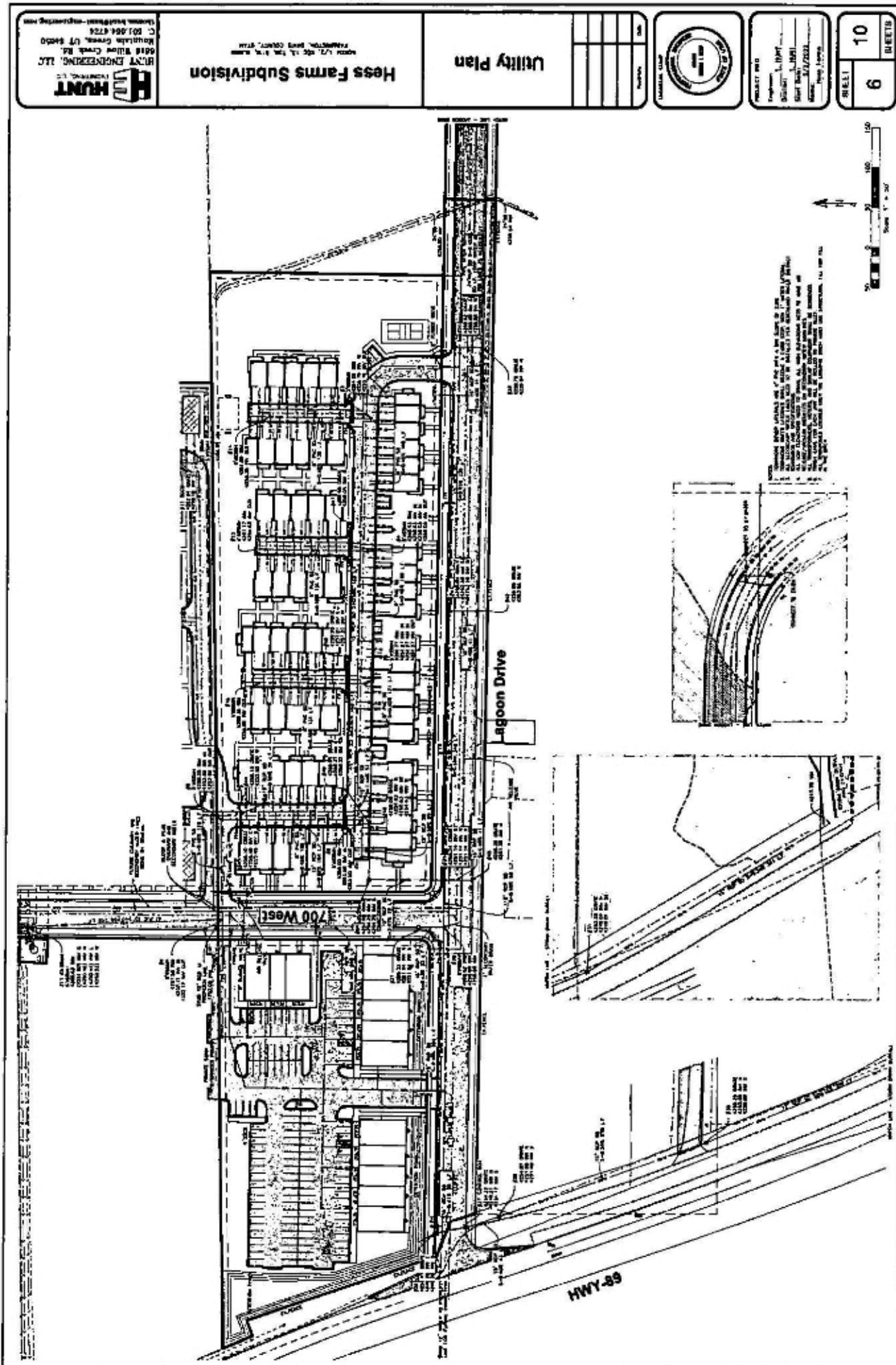


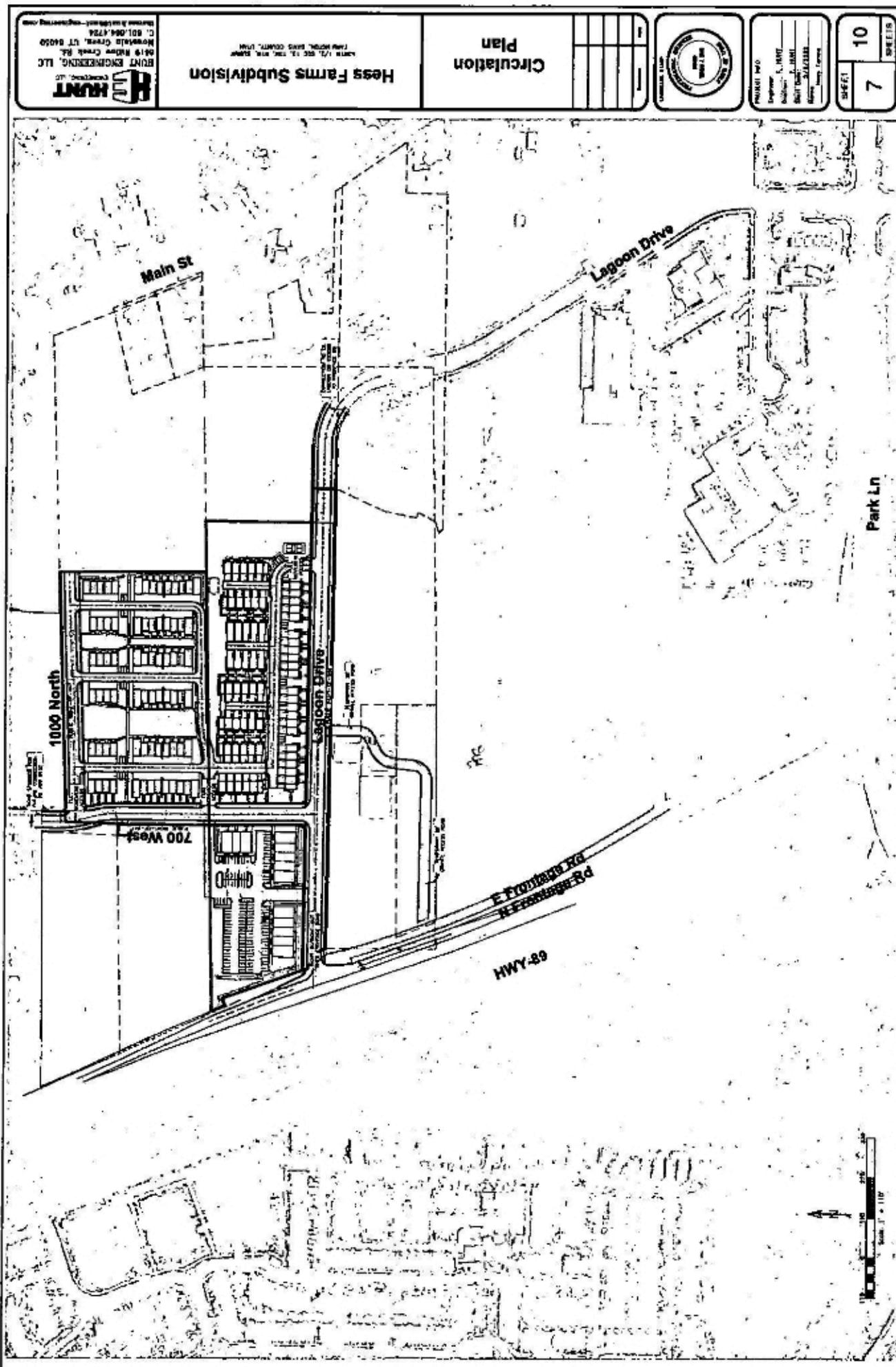
Hess Farms Subdivision

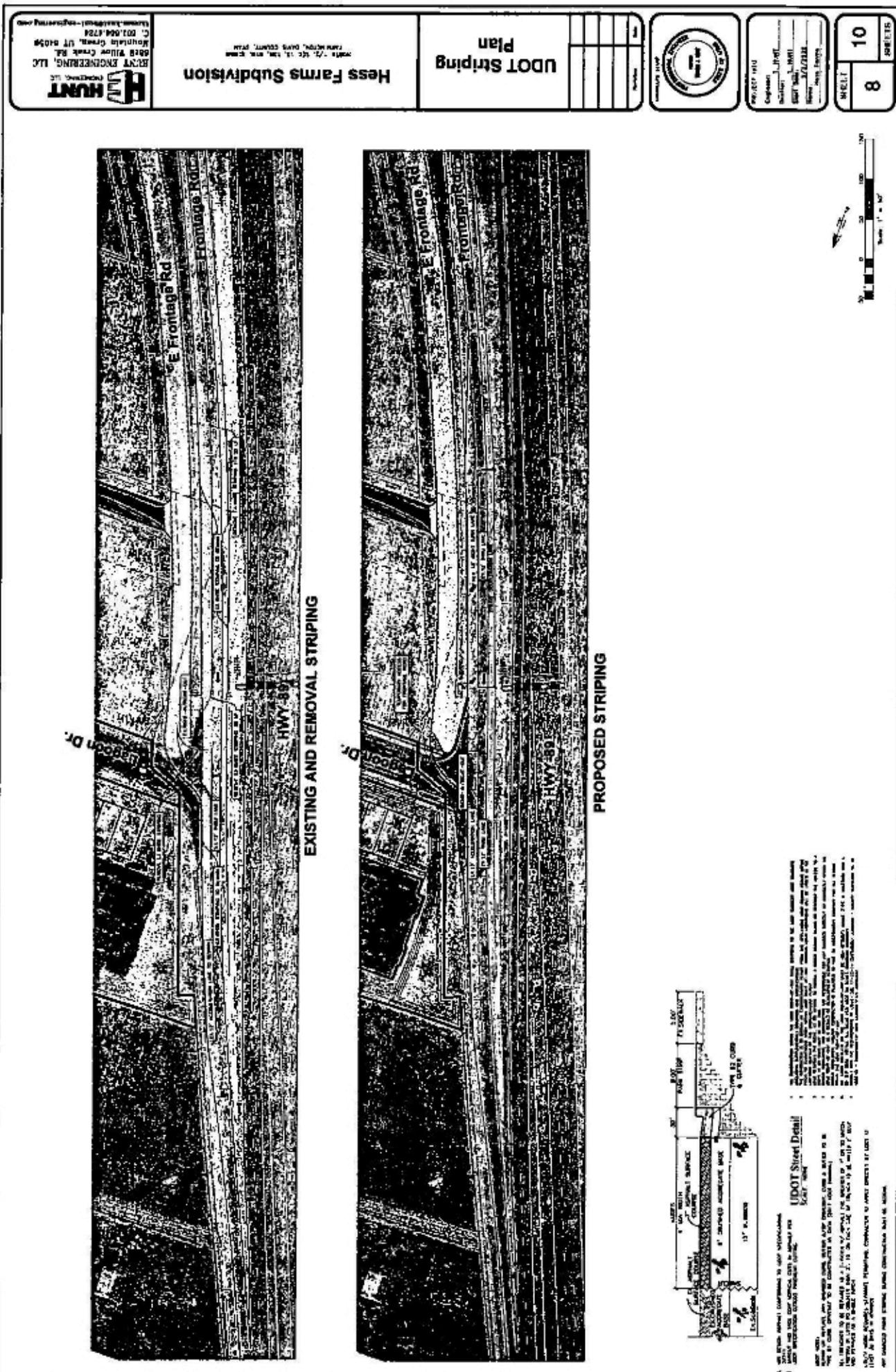
This architectural site plan illustrates the layout of a residential or mixed-use development. The plan shows a central building footprint, likely a multi-story structure, surrounded by a network of streets and property boundaries. To the right, a vertical label "Lagoon Drive" is positioned next to a dashed line representing a waterway. The plan also includes a legend in the bottom right corner and a north arrow indicating the cardinal directions.

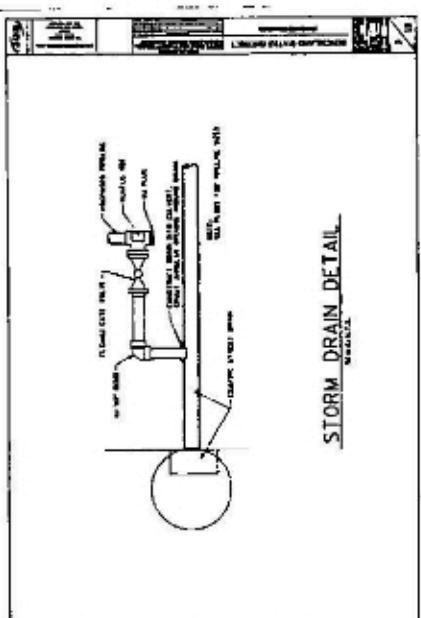
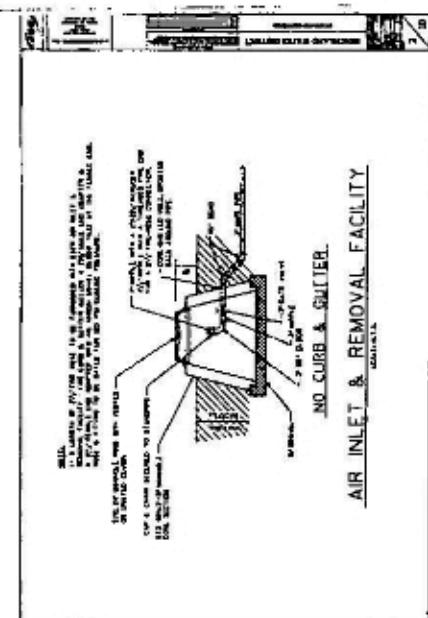
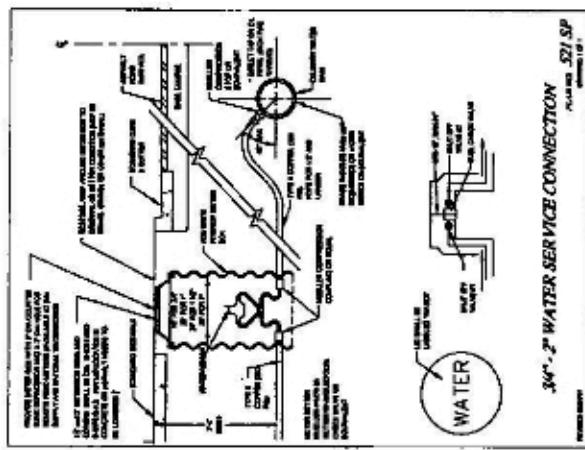
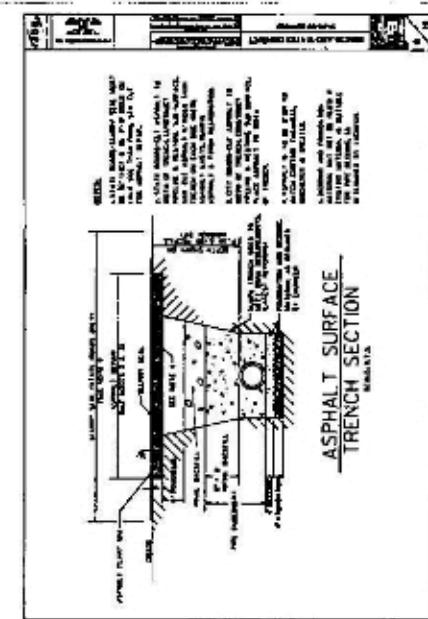
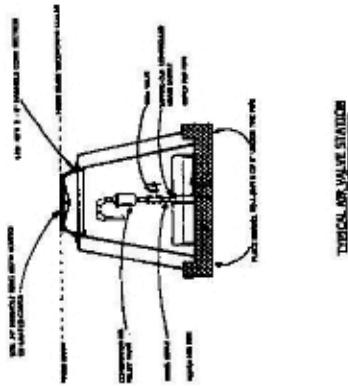
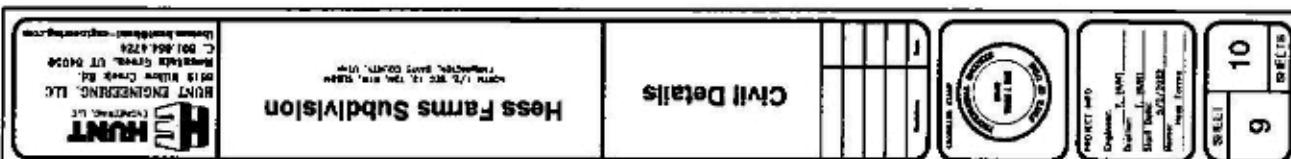
Site Information	
located in	FRAMPTON CITY, DANE COUNTY
original property	415.000 SF (10.0 ACRES)
original date	1-1-4000 (RECORD UNKNOWN)
original zoning	U - INDUSTRIAL, UNLAWFUL
commercial property	117,111 SF (4.0 ACRES)
residential property	21,880 SF (0.5 ACRES)
commercial buildings	117,111 SF (4.0 ACRES)
residential buildings	21,880 SF (0.5 ACRES)
commercial land acreage	1.000 SF (0.000 ACRES)
residential land acreage	0.000 SF (0.000 ACRES)
commercial structures	1.000 SF (0.000 ACRES)
residential structures	0.000 SF (0.000 ACRES)
commercial land use	MANUFACTURING
residential land use	MANUFACTURING
commercial zoning	U - INDUSTRIAL, UNLAWFUL
residential zoning	U - INDUSTRIAL, UNLAWFUL

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Hess Farms Subdivision

Preliminary Plat - Not to be Recorded

Preliminary Plat - Not to be Recorded

LOCATED IN THE NORTH 1/2 OF SECTION 13, TOWNSHIP 3, NORTH,
RANCH 1, WEST, SALT LAKE BASE AND MILE MARK
PARUNGEN CITY, PAYSON COUNTY, UTAH
AUGUST 2022

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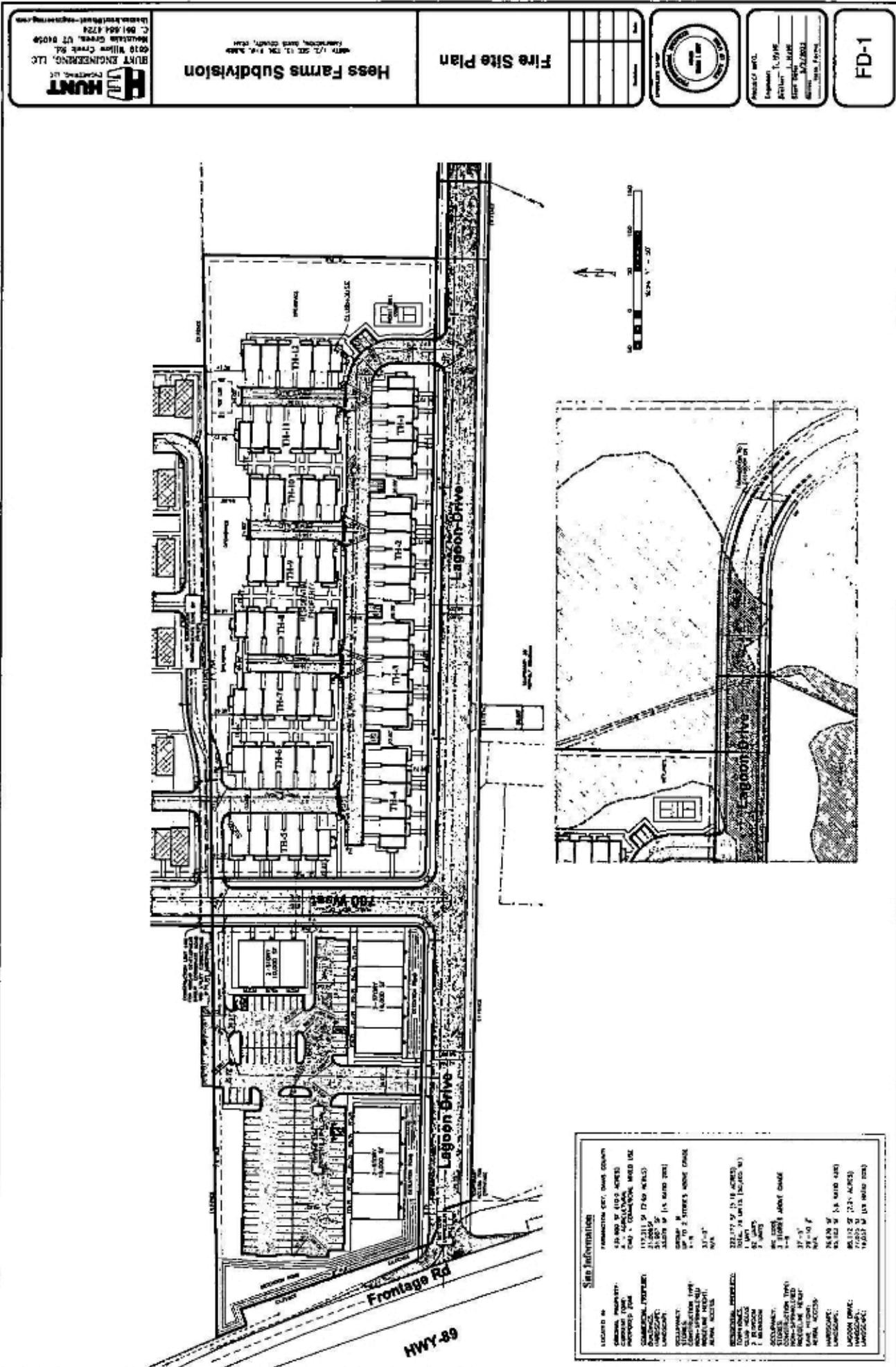
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WORLD CUP LIBERATION UN
SOUTH COUNTRY CONGRESS, SECTION 13,
TURKEY 3 MONTH, WHICH 1986
SOLI UNIT 1985 AND 1986

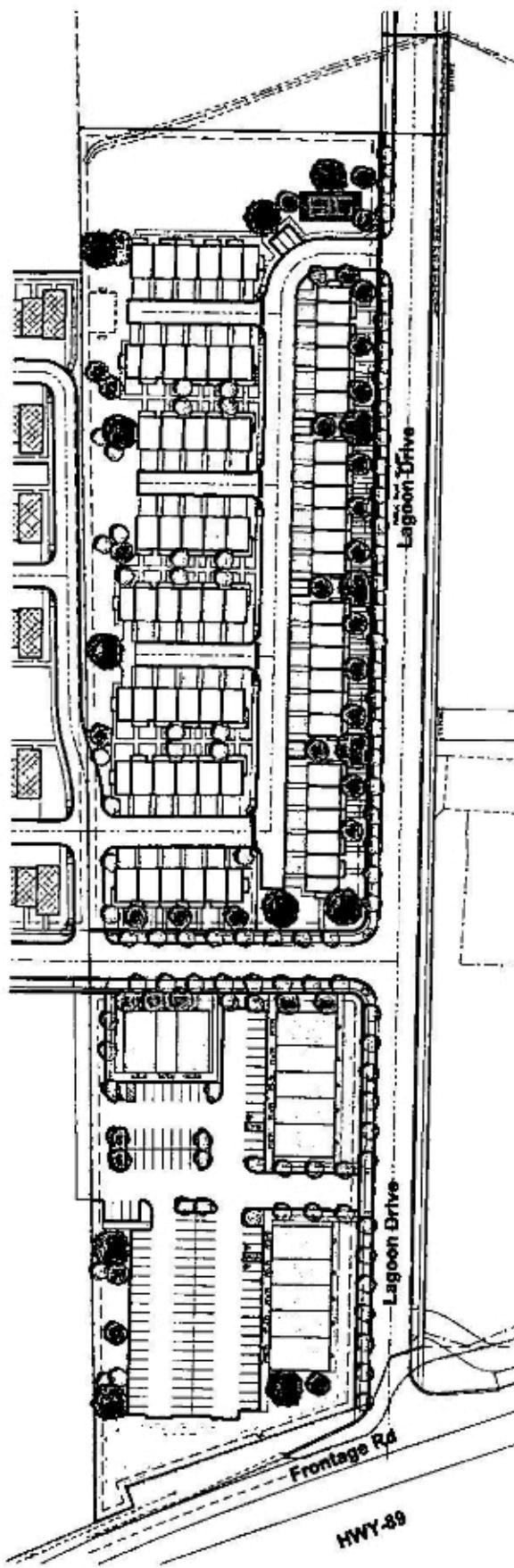
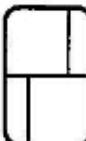
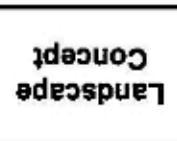
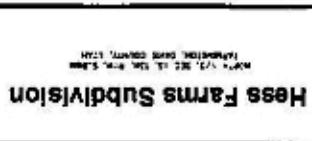
3520759
BK 8211 PG 168

Surveyor's Certificate

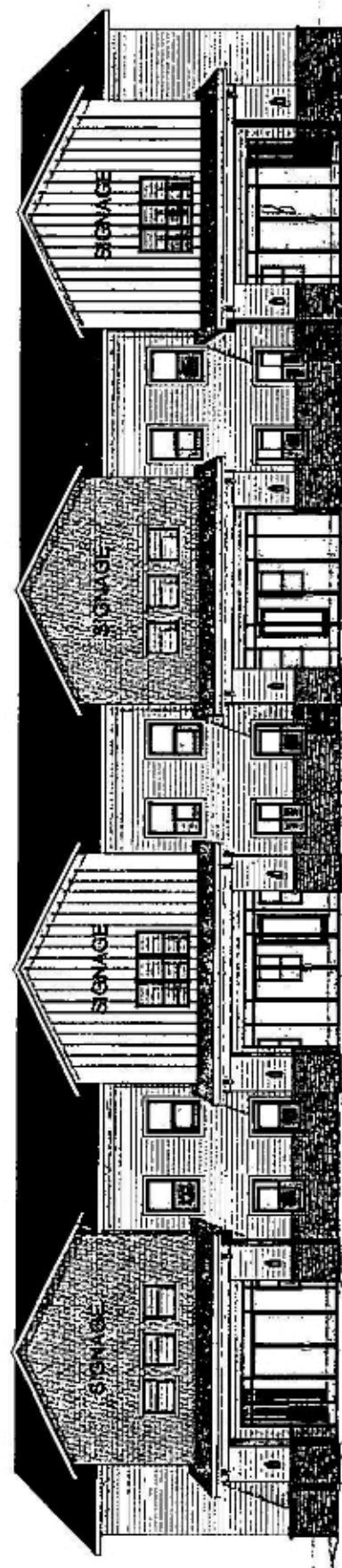
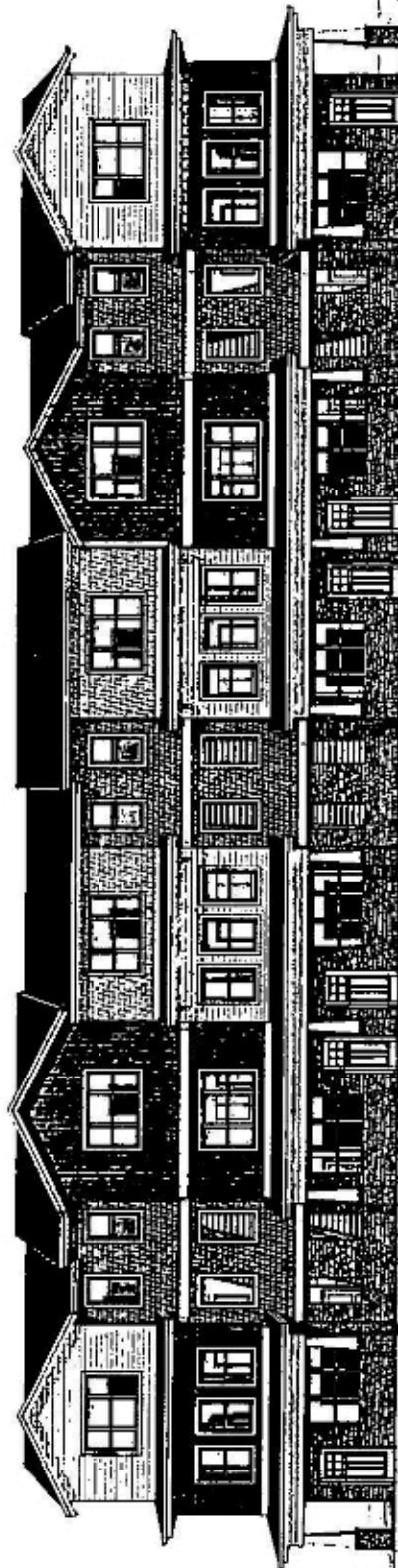
Digitized by srujanika@gmail.com

Post-Surveyed Level Detection





3520759
BK 8211 PG 171



HESS FARMS TOWNHOMES & COMMERCIAL
FARMINGTON, UT

NOVEMBER 8, 2022

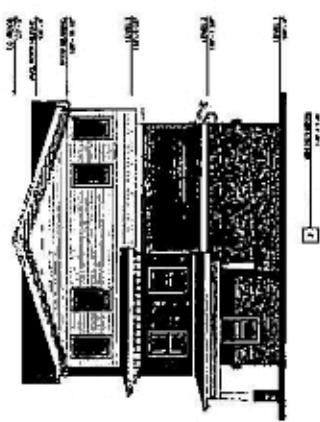
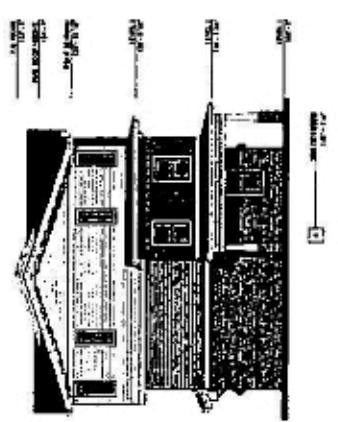
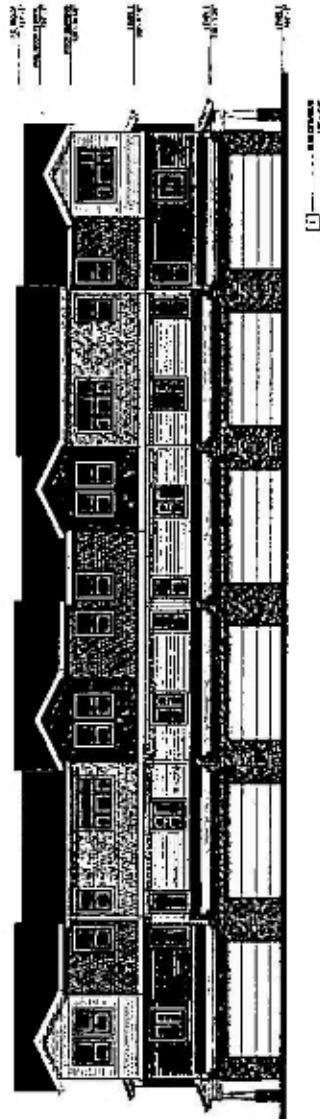
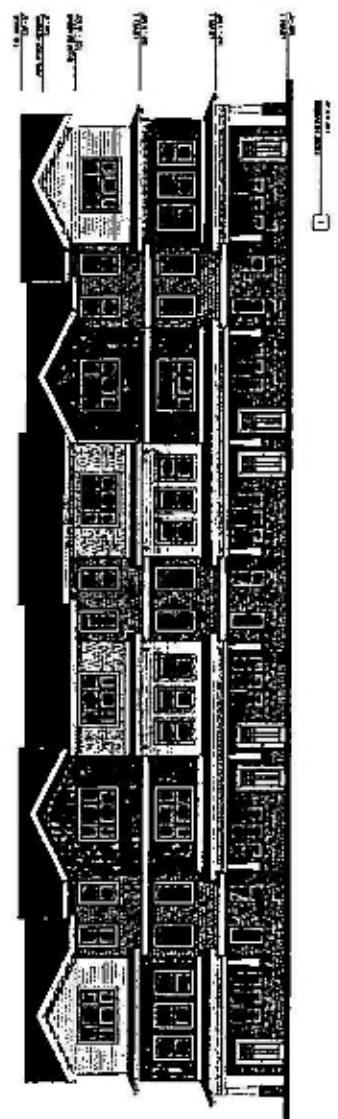


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3520759
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171
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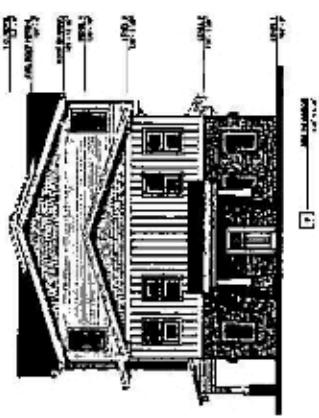
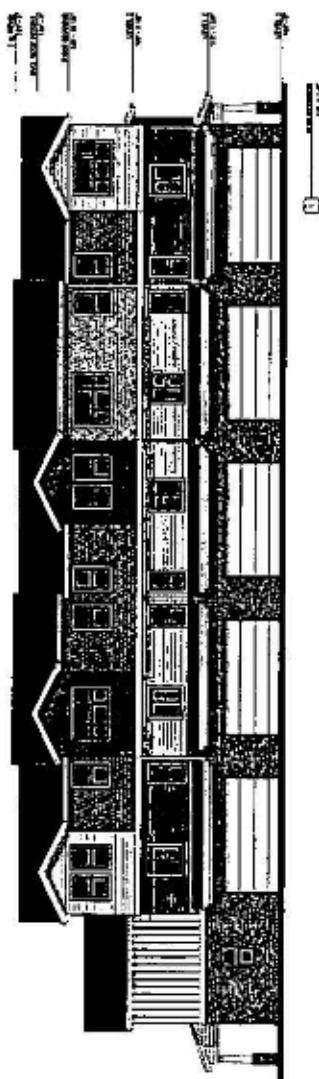
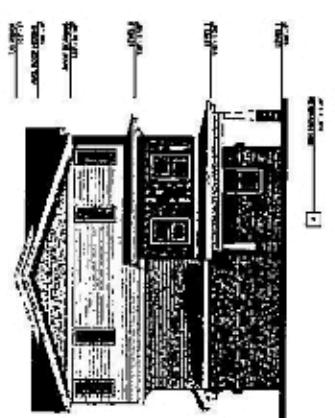
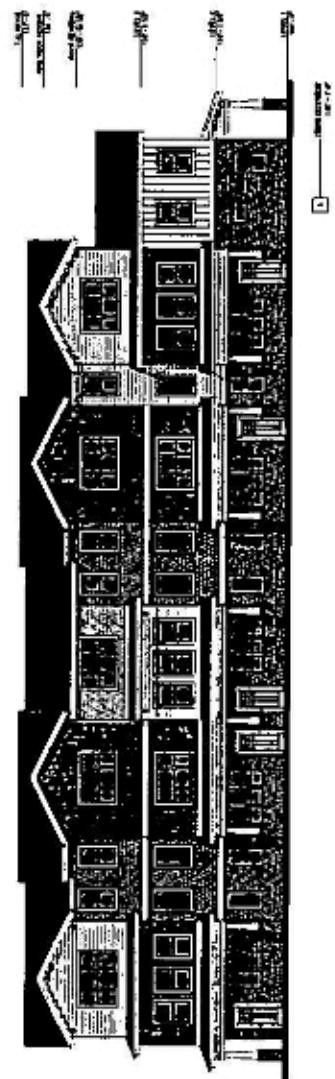
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EIG
Ergonomics in
Industry



Maternal history		Prenatal history		Delivery history		Postpartum history	
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1.5	1.6	2.5	2.6	3.5	3.6	4.5	4.6
1.7	1.8	2.7	2.8	3.7	3.8	4.7	4.8
1.9	1.10	2.9	2.10	3.9	3.10	4.9	4.10
1.11	1.12	2.11	2.12	3.11	3.12	4.11	4.12
1.13	1.14	2.13	2.14	3.13	3.14	4.13	4.14
1.15	1.16	2.15	2.16	3.15	3.16	4.15	4.16
1.17	1.18	2.17	2.18	3.17	3.18	4.17	4.18
1.19	1.20	2.19	2.20	3.19	3.20	4.19	4.20
1.21	1.22	2.21	2.22	3.21	3.22	4.21	4.22
1.23	1.24	2.23	2.24	3.23	3.24	4.23	4.24
1.25	1.26	2.25	2.26	3.25	3.26	4.25	4.26
1.27	1.28	2.27	2.28	3.27	3.28	4.27	4.28
1.29	1.30	2.29	2.30	3.29	3.30	4.29	4.30
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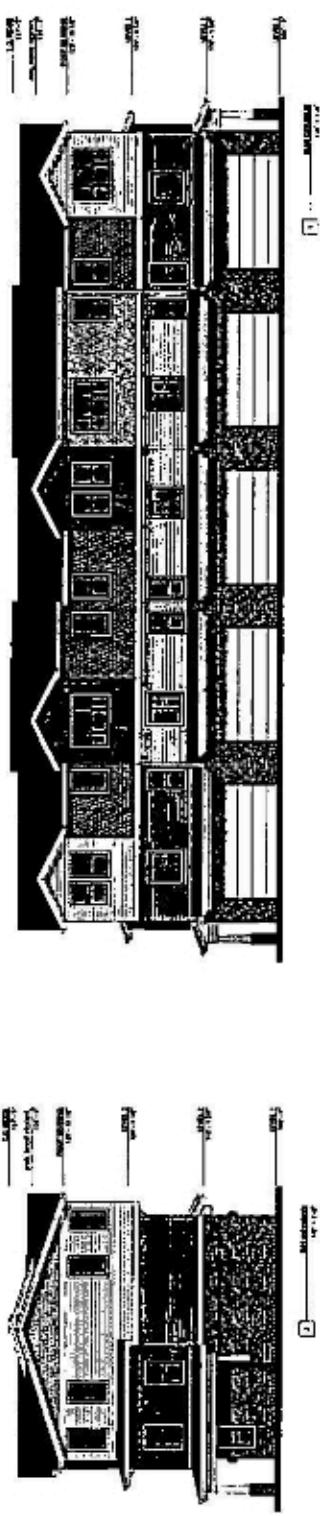
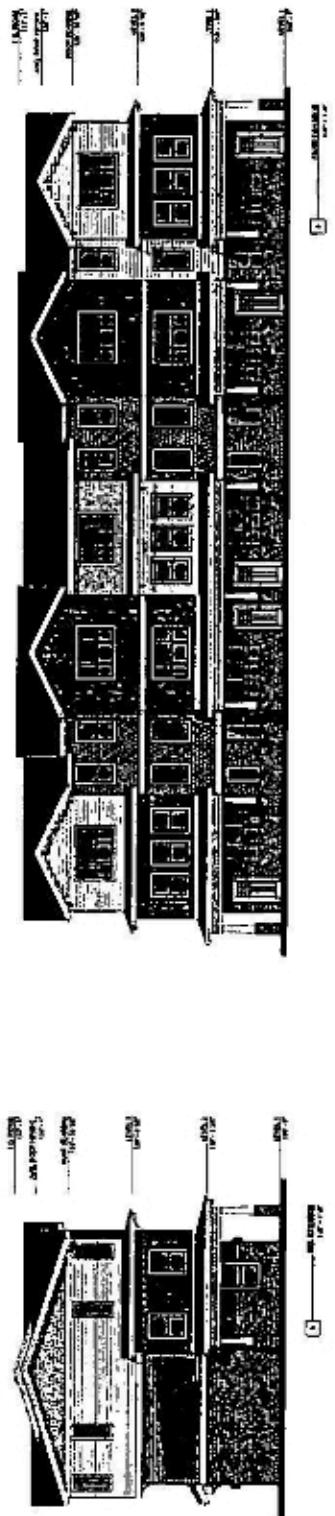
HESS FARMS TOWNHOMES & COMMERCIAL



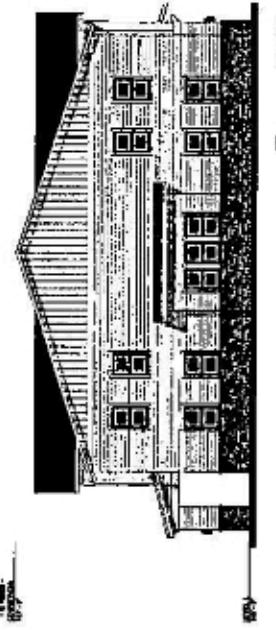
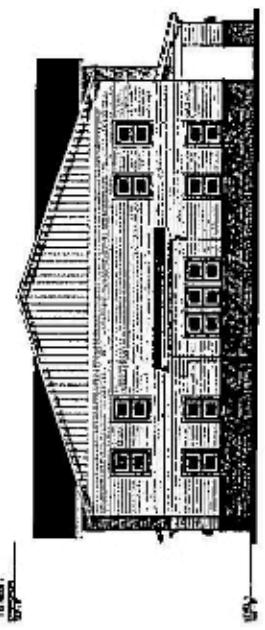
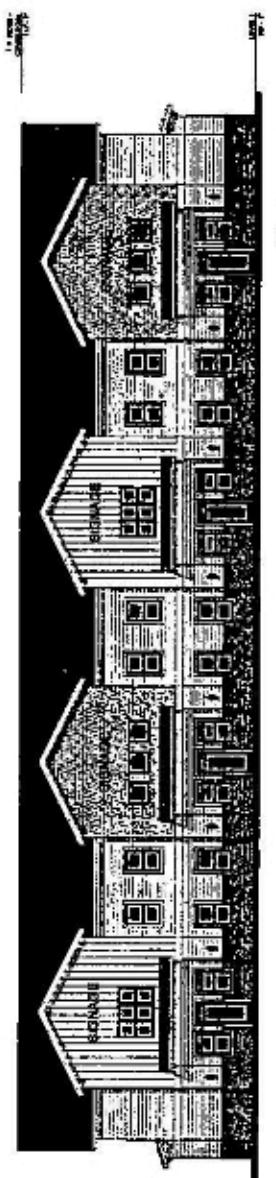
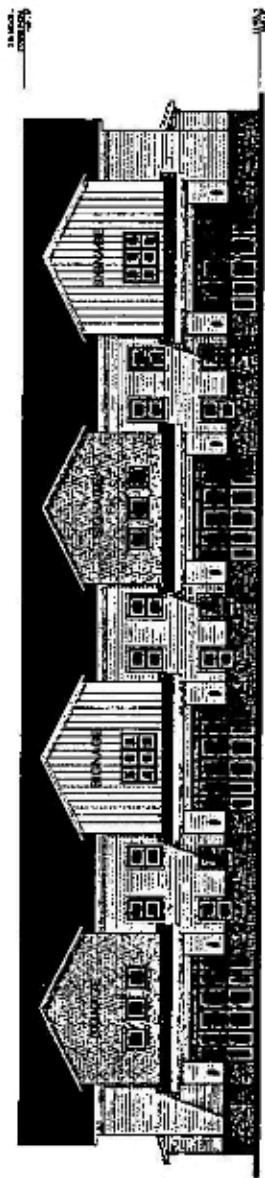
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104	Brick
105	Stucco
106	Wood Siding
107	Wood
108	Aluminum Siding
109	Aluminum
110	Brick Veneer
111	Brick
112	Stucco
113	Wood Siding
114	Wood
115	Aluminum Siding
116	Aluminum
117	Wood
118	Brick
119	Stucco
120	Vertical Siding
121	Horizontal Siding
122	Brick Veneer
123	Brick
124	Stucco
125	Wood Siding
126	Wood
127	Aluminum Siding
128	Aluminum
129	Wood
130	Brick
131	Stucco
132	Vertical Siding
133	Horizontal Siding
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136	Stucco
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147	Brick
148	Stucco
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154	Brick
155	Stucco
156	Vertical Siding
157	Horizontal Siding
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159	Brick
160	Stucco
161	Wood Siding
162	Wood
163	Aluminum Siding
164	Aluminum
165	Wood
166	Brick
167	Stucco
168	Vertical Siding
169	Horizontal Siding
170	Brick Veneer
171	Brick
172	Stucco
173	Wood Siding
174	Wood
175	Aluminum Siding
176	Aluminum
177	Wood
178	Brick
179	Stucco
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181	Horizontal Siding
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183	Brick
184	Stucco
185	Wood Siding
186	Wood
187	Aluminum Siding
188	Aluminum
189	Wood
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191	Stucco
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193	Horizontal Siding
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196	Stucco
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238	Brick
239	Stucco
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243	Brick
244	Stucco
245	Wood Siding
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260	Aluminum
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263	Stucco
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323	Stucco
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451	Aluminum Siding
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614	Brick Veneer
615	Brick
616	Stucco
617	Wood Siding
618	Wood
619	Aluminum Siding
620	Aluminum
621	Wood
622	Brick
623	Stucco
624	Vertical Siding
625	Horizontal Siding
626	Brick Veneer
627	Brick
628	Stucco
629	Wood Siding
630	Wood
631	Aluminum Siding
632	Aluminum
633	Wood
634	Brick
635	Stucco
636	Vertical Siding
637	Horizontal Siding
638	Brick Veneer
639	Brick
640	Stucco
641	Wood Siding
642	Wood
643	Aluminum Siding
644	Aluminum
645	Wood
646	Brick
64	

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BK 8211 PG 174

EAG
EAST ASIAN
GROWTH
AGENDA



HESS FARMS TOWNHOMES & COMMERCIAL



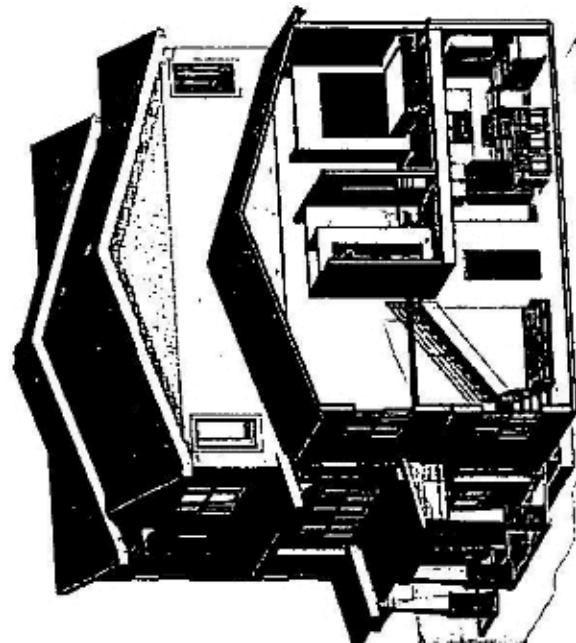
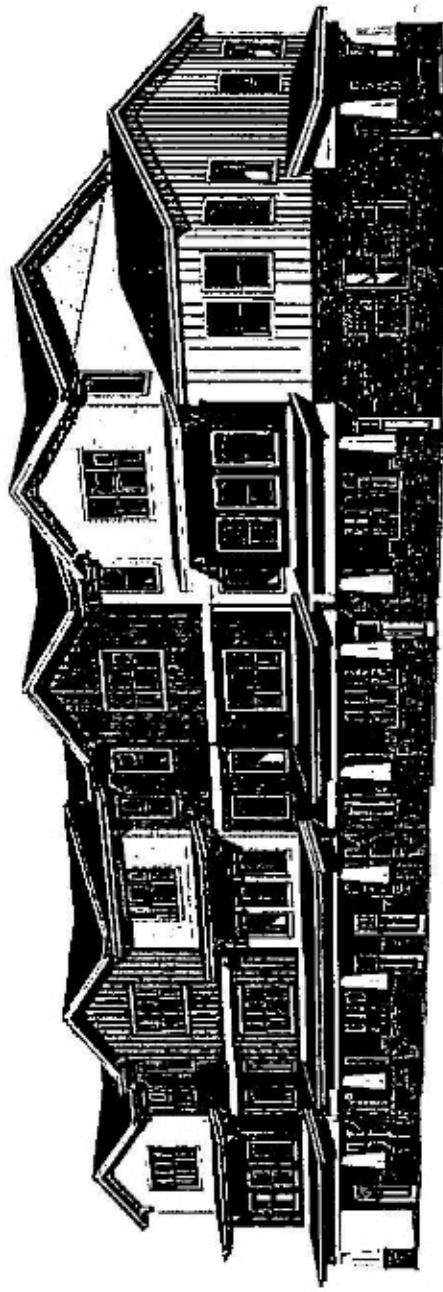
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99	High	99	High	99	High
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HESS FARMS TOWNHOMES & COMMERCIAL

COMMERCIAL ELEVATIONS | 4



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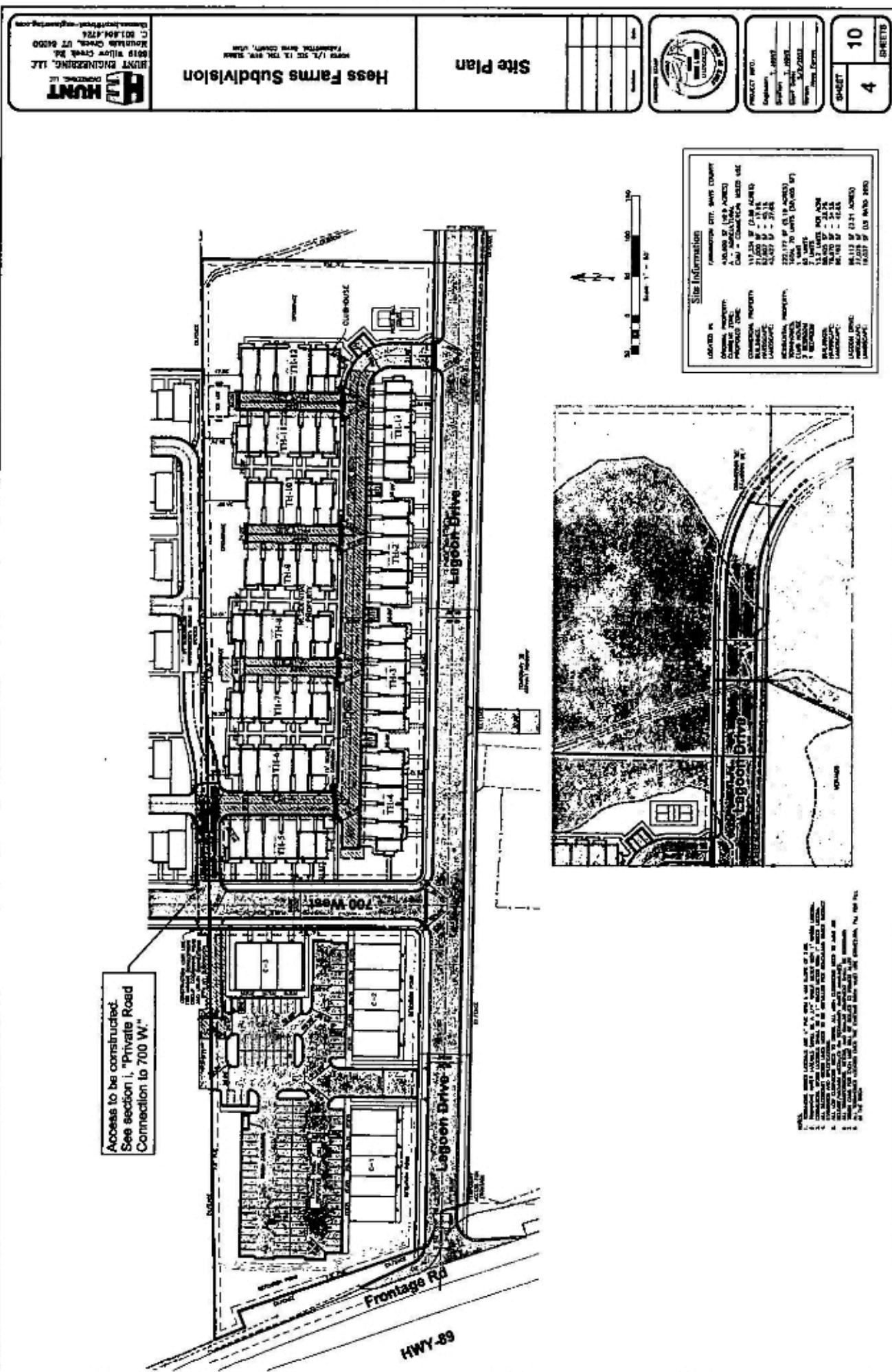


EXHIBIT C
DEED RESTRICTION

Upon recording return to:

**Farmington City Attorney
160 S. Main St.
Farmington, UT 84025**

DEED RESTRICTION
Affordable Rental Housing
Hess Farms Development

This DEED RESTRICTION (this "Deed Restriction") is granted as of _____, 2023 by WDG PARK LANE, LLC having a mailing address of 1178 W. Legacy Crossing Blvd., Centerville, UT 84014 ("Grantor"), for the benefit of FARMINGTON CITY, UTAH having a mailing address of 160 S. Main Street, Farmington, Utah 84025 (the "City"), as such Deed Restriction may be amended from time to time.

WITNESSETH:

A. Grantor holds or will acquire legal title to approximately 10 acres of land located at the North end of Lagoon Drive (900 North), and further identified as Parcel Number 08-052-0262 in the Records of the Davis County Recorder's Office (the "Property"), and intends to construct a 69-unit rental housing development, consisting of attached townhomes, at the Property. The Property is described in Exhibit A, attached hereto and incorporated by reference.

B. The Property is part of a project known as Hess Farms (the "Development"). The Property was developed pursuant to an Agreement under Section 10-9a-535(1) of the Utah Code, which permits the development of a certain number of moderate-income housing units as a condition of approval.

C. As a condition to the approval, Grantor has agreed that this Deed Restriction be imposed upon the Property as a covenant running with the land and binding upon any successors to Grantor, as owner thereof.

D. The City is authorized to monitor compliance with and to enforce the terms of this Deed Restriction.

E. The rights and restrictions granted herein to City serve the public's interest in the creation and retention of affordable housing for persons and households of low and moderate income.

F. On _____, 2023 Grantor entered into a Development Agreement with City regarding the construction of the Development.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending that owners and renters of the units be bound by its terms, Grantor hereby agrees that the Property shall be subject to the following rights and restrictions:

1. **Recitals Incorporated by Reference.** The foregoing recitals are incorporated by reference herein and made a part hereof.
2. **Definitions.** The following terms are defined for purposes of this Deed Restriction:
 - (a) "Affordable" means housing for which the combined rent and tenant-paid utility costs are equal to or less than thirty percent (30%) of the income for those earning eighty percent (80%) than the Area Median Income.
 - (b) "Affordable Units" means a percentage of rental units which shall be leased to those meeting the income qualifications provided in Section 5 of this Deed Restriction and are affordable to those income-qualified tenants.
 - (c) "Area Median Income" or "AMI" means a number calculated annually by the United States Department of Housing and Urban Development (HUD), which is the "middle" number of all of the incomes in the Ogden-Clearfield UT HUD Metro FMR Area, with 50% of individuals in that Area making more than that amount, and 50% making less than that amount. The AMI shall be rounded to the nearest tenth (for example, if the calculated AMI is 64% it shall be rounded down to 60%; if the calculated AMI is 65%, it shall be rounded up to 70%).
 - (d) "City" shall mean Farmington City, a political subdivision of the State of Utah.
 - (e) "Household" means all related and unrelated individuals occupying a Unit as a Tenant.
 - (f) "HUD" means the United States Department of Housing and Urban Development.
 - (g) "Notice" means correspondence complying with the provisions of Section 9(b) of this Deed Restriction.
 - (h) "Reasonable Effort" means good faith efforts to advertise a Unit for rent through appropriate local means complying with the provisions of Section 6 of this Deed Restriction, including the following, at a minimum:
 1. Posting an advertisement online;
 2. Notifying the Davis County Housing Authority via e-mail; and

3. Posting a notice of vacancy on the premises.

(i) "Tenant" means an occupant of a Unit other than an owner or operator.

3. **Affordable Units**

(a) Grantor agrees to set aside seven (7) units as Affordable Units within the Project.

(b) Grantor is not required to identify specific physical units as "affordable units" on any designs or plans. Rather, Grantor is only obligated to rent the specified percentage of units as Affordable Units at any given time, for the duration of this Deed Restriction.

4. **Affordability and Occupancy Requirement**

(a) This Deed Restriction shall remain in effect from the date this Deed Restriction is recorded in the Davis County Recorder's Office and continuing for a period of thirty (30) years thereafter (the "Affordability Period") unless earlier terminated in accordance with Section (9)(h) hereof.

(b) During the Affordability Period, the rents charged by Grantor for each Affordable Unit shall remain Affordable and shall be rented to an individual or household whose gross annual household income at the time tenancy was established did not exceed eighty percent (80%) of AMI, adjusted for Household size, as established from time to time by HUD.

(c) Adjustments for Household size are as follows, and consistent with the AMI for Davis County:

1. Studio units: Use the income limit for a one-person household.
2. One-bedroom unit: use the income limit for a two-person household
3. Two-bedroom unit: use the income limit for a three-person household
4. Three-bedroom unit: use the income limit for a four-person household

(d) The permitted rental amount includes the following:

1. Use and occupancy of the Unit and the associated land and facilities;
2. Any separately charged fees and service charges assessed by Grantor, which are required by all Tenants, but is not to include security deposits or application fees;
3. Utilities to include garbage collection, sewer, water, electricity, gas and other heating, cooking, refrigeration fuels, but not to include telephone service, cable television, pet deposits, pet fees, parking fees, or high-speed internet access. If a unit Tenant pays all or some of the utilities, then a "utility allowance" shall be determined as the average amount paid per month for those utilities, and the rent shall be reduced by the amount of the "utility allowance."

4. Possessory interest taxes or other fees and charges assessed for use of the associated land and facilities by a public or private entity other than Grantor.

(e) Except as provided in Section 4(a), the Property shall remain Affordable during the Affordability Period.

(f) This Deed Restriction's compliance with the affordability requirements shall be monitored and enforced by the City.

5. Income Qualifications.

(a) The Affordable Units shall at all times be occupied by Households, adjusted for Household size, earning an average of 80% AMI.

(b) Income qualification shall adhere to the following process:

1. Determine the number of adults and children (all Household members) to occupy the available unit.
2. Collect either 1040 Federal Tax Returns for the most recent year or current pay stub and/or projected income for all Household members generating income.
3. Add together the adjusted gross income for all Household members to determine the total Household income.
4. Review HUD publications to determine whether total Household income is less than the income of a Household of the same size earning 80% AMI.

6. Advertisement.

(a) At the time of initial occupancy, Grantor shall use Reasonable Efforts to advertise for qualified Tenants for a period of not less than thirty (30) days and shall thereafter fill the Affordable Units with income qualified applicants. Upon the occurrence of a vacancy in an Affordable Unit, Grantor shall review its wait list of qualified applicants (and may advertise for qualified Tenants if necessary to obtain a qualified Tenant).

(b) If no income qualified applicants have applied for the unit within the advertisement period, then Grantor may rent the unit to a non-income qualified Tenant for a period of one-year. If Grantor exercises this option, then upon the next vacancy in the category (studio, 1-bedroom, etc), Grantor shall engage in the advertisement period for that unit to seek an income-qualified applicant.

(c) The rental of an Affordable Unit to a Tenant who is not income qualified does not limit the applicability of this Deed Restriction in any way with respect to such Tenant's use, occupancy and subsequent lease of the Affordable Unit.

7. Enforcement.

(a) The rights hereby granted shall include the right of the City to enforce this Deed Restriction independently by appropriate legal proceedings and to obtain injunctive and other appropriate relief against any violations including without limitation relief requiring restoration of the Property to its condition prior to any such violation (it being agreed that there shall be no adequate remedy at law for such violation), and shall be in addition to, and not in limitation of, any other rights and remedies available to the City. Notwithstanding the foregoing, the City may not enforce this Deed Restriction by: (i) voiding a conveyance by Grantor; (ii) terminating Grantor's interest in the Property; or (iii) subjecting Grantor to contractual liability from Tenants, such as damages, specific performance or injunctive relief.

(b) Grantor shall keep accurate and complete records of all Tenants. Grantor shall provide to the City a quarterly rent roll showing each Affordable Unit occupied, the name of the Tenant or Tenants, rent charged, Household gross income, and the term of the lease. The City shall have the right to audit Grantor's files annually upon ten (10) days' advance written Notice.

(c) Grantor for itself and Grantor's successors and assigns, hereby grants to the City the right to enter upon the Property for the purpose of enforcing the restrictions herein contained, or of taking all actions with respect to the Property, which the City may determine to be necessary or appropriate pursuant to court order, or with the consent of Grantor to prevent, remedy or abate any violation of this Deed Restriction.

(d) The City may delegate the responsibility of monitoring Grantor for compliance with this Deed Restriction to any not-for-profit or government organization. In no case shall this delegation result in additional fees or financial responsibilities of Grantor. Grantor agrees to cooperate with any delegate of the City to the same extent as required under this Deed Restriction.

8. Covenants to Run with the Property.

(a) A copy of this Deed Restriction, as recorded, shall be provided to the Monitoring Agent and the appropriate official of the Municipality.

(b) At the expiration of the Affordability Period, either City, Grantor or a successor in interest, may record a notice of termination of this Deed Restriction without the other party's consent and acknowledgement.

(c) This Deed Restriction shall be deemed to be a requirement for the development of a certain number of moderate-income housing units as a condition of approval of a land use application, pursuant to a written agreement, as provided in Utah Code Ann. § 10-9a-535(1).

(d) Grantor acknowledges, declares and covenants on behalf of Grantor and Grantor's successors and assigns (i) that this Deed Restriction shall be and are covenants

running with the land, encumbering the Property for the Affordability Period, and are binding upon Grantor's successors in title and assigns, (ii) are not merely personal covenants of Grantor, and (iii) shall bind Grantor, and Grantor's successors and assigns, and inure to the benefit of and be enforceable by the City and its successors and assigns, for the Affordability Period.

9. Miscellaneous Provisions.

(a) **Amendments.** This Deed Restriction may not be rescinded, modified or amended, in whole or in part, without the written consent of the current owner of the Property and the City.

(b) **Notice.** Any notices, demands or requests that may be given under this Deed Restriction shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, return receipt requested, or via reputable overnight courier, in each case postage prepaid and addressed to the parties at their respective addresses set forth below, or such other addresses as may be specified by any party (or its successor) by such notice. All such notices, demands or requests shall be deemed to have been given on the day it is hand delivered or mailed:

Grantor:

Attn: Spencer Wright
WDG Park Lane, LLC
1178 W. Legacy Crossing Blvd.
Centerville, UT 84014

City:

Attn: Community Development Director
Farmington City
160 S. Main Street
Farmington, UT 84025

(c) **Severability.** If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforced to the fullest extent permitted by law.

(d) **Waiver by City:** No waiver by the City of any breach of this Deed Restriction shall be deemed to be a waiver of any other or subsequent breach.

(e) **Third Party Beneficiary.** The City shall be entitled to enforce this Deed Restriction and may rely upon the benefits hereof.

(f) Gender: Captions. The use of the plural in this Deed Restriction shall include the singular, the singular, the plural and the use of any gender shall be deemed to include all genders. The captions used in this Deed Restriction are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Deed Restriction.

(g) Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns; provided, that Grantor may not assign this Deed Restriction or any of its obligations hereunder without the prior written approval of City pursuant to the terms of this Deed Restriction.

(h) Termination. This Deed Restriction may be terminated by the written, mutual consent of both Grantor and the City of Farmington, which authorization must be rendered by the City Council. If this Deed Restriction is terminated as provided in this Section 9(h), the then-owner of the Property, or a portion thereof, or City may record a notice of such termination with the Davis County Recorder without the other party's consent and acknowledgement.

(i) Governing Law. This Deed Restriction is being executed and delivered in the State of Utah and shall in all respects be governed by, construed and enforced in accordance with the laws of said State without giving effect to any conflict of law provision or rule. Venue to resolve disputes regarding this Deed Restriction shall lie in the Second District Court of Utah, Farmington Division.

(j) Independent Counsel. GRANTOR ACKNOWLEDGES THAT HE, SHE, OR THEY HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND HAS HAD THE OPPORTUNITY TO CONSULT LEGAL AND FINANCIAL ADVISORS OF HIS, HER OR THEIR CHOOSING REGARDING THE EXECUTION, DELIVERY AND PERFORMANCE OF THE OBLIGATIONS HEREUNDER.

[signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto each caused this Deed Restriction to be duly executed and delivered by themselves or their respective duly authorized representatives as of the day and year set forth above.

GRANTOR:

WDG Park Lane, LLC

By: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In _____ County on this _____ day of _____, 2023,
before me personally appeared _____,
the _____ of _____
to me known, and known by me to be the party executing the foregoing instrument and
he/she acknowledged said instrument, by him/her executed to be his/her free act and
deed, in said capacity, and the free act and deed of
_____.

Notary Public
Printed Name: _____
My Commission Expires: _____

The terms of this Deed Restriction are acknowledged by:

CITY:

By: _____

Name: _____

Title: _____

STATE OF UTAH

ss:

COUNTY OF DAVIS

In Davis County on this _____ day of _____, 2023,
before me personally appeared Brett Anderson, the Mayor of the Farmington City, to me
known, and known by me to be the party executing the foregoing instrument, and he/she
acknowledged said instrument, by him/her executed to be his/her free act and deed, in
said capacity, and the free act and deed of Farmington City.

Notary Public
Printed Name: _____
My Commission Expires: _____

Exhibit A

Property Description

BEG AT A PT ON THE E R/W LINE OF THE E FRONTAGE ROAD SD PT ALSO THE SAME POB AS CONT IN THAT CERTAIN BNDRY LINE AGMT RECORDED 06/24/2019 AS ENTRY NO. 3168113 IN BK 7290 AT PAGES 1284-1293, BEING S 89⁰52'45" W ALG THE 1/4 SEC LINE 696.296 FT & N 306.014 FT FR THE CENTER OF SEC 13-T3N-R1W, SLB&M; & RUN TH ALG SD E R/W LINE THE FOLLOWING FIVE (5) COURSES & ALG SD BNDRY LINE AGMT THE FOLLOWING TWELVE (12) COURSES: N 17⁰29'15" W 34.201 FT; TH N 68⁰05'24" W 46.98 FT; TH N 18⁰42'27" W 254.22 FT; TH S 67⁰50'41" W 20.91 FT; TH N 22⁰16'23" W 40.35 FT TO AN EXIST FENCE LINE: TH STILL ALG SD BNDRY LINE AGMT & AN EXIST FENCE LINE N 89⁰01'29" E 84.14 FT; TH N 88⁰07'28" E 79.917 FT; TH N 89⁰09'21" E 337.547 FT; TH N 89⁰07'31" E 284.95 FT; TH N 88⁰45'34" E 267.389 FT; TH N 89⁰31'30" E 164.276 FT TO THE SW COR OF NORTH MAIN STREET CHURCH SUB RECORDED 07/02/2009 AS ENTRY NO. 2464628 IN BK 4810 AT PG 426; TH N 88⁰47'01" E ALG THE S OF SD SUB 141.48 FT; TH S 00⁰52'45" W 362.13 FT TO THE S LINE OF THAT COMMON LINE AS DESC IN SD BNDRY LINE AGMT; TH N 89⁰07'15" W ALG SD BNDRY LINE AGMT 1184.00 FT TO THE POB. THE NAD83 ROTATION IS 00⁰21'15" CLOCKWISE.

CONT. 9.99029 ACRES.