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E 3520759 B 8211 P 147-188
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/13/2023 10:25 AM
FEE \$0.00 Pgs: 42
DEP RTT REC'D FOR FARMINGTON CITY
CORP

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.

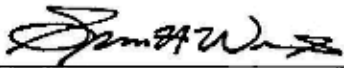
(Execution on Following Pages)

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

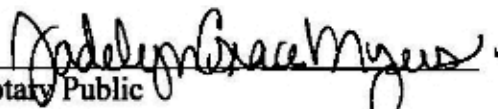
Spencer Wright, Manager
Print Name & Office


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.



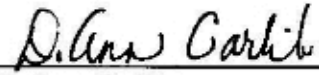

Notary Public

FARMINGTON CITY

By


Brett Anderson, Mayor

Attest:

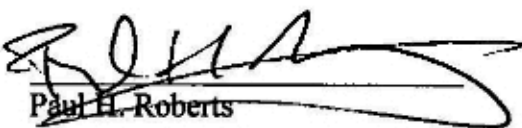

DeAnn Carlile
City Recorder

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

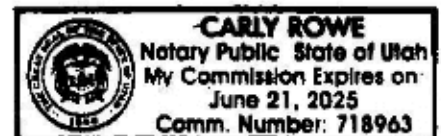


EXHIBIT "A"

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

Hess Farms Subdivision

Concept Plan Set

LOCATED IN THE NORTH 1/2 OF SECTION 13, TOWNSHIP 3 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
FARMINGTON CITY, DAVIS COUNTY, UTAH
MAY 2022



Vicinity Map
NTS

Project Nameplate/Revision

1. 05/10/2022 by - planning, not review
2. 05/10/2022 by - planning, not review

AGENCY CONTACTS:

PLANNING:
Farmington City Planning Department
160 S Main
Farmington, UT 84025
Phone: (801) 451-2483

SEWER/STORMWATER:
Utah Department of Transportation
2200 S. State Street
Salt Lake City, UT 84143
Phone: (801) 451-2191

POWER COMPANY:
Rocky Mountain Power
Customer Service Line
Phone: (801) 366-1235

TELEPHONE COMPANY:
Utah Department of Transportation
2200 S. State Street
Salt Lake City, UT 84143
Phone: (801) 451-2191

FIRE DEPARTMENT:
Farmington City Fire Department
62 N 100 E
Farmington, UT 84025
Phone: (801) 451-2661

EMS SERVICE:
Utah Department of Transportation
2200 S. State Street
Salt Lake City, UT 84143
Phone: (801) 325-5517

DEVELOPER:



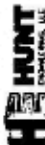
Wight Development Group
1378 W. Legacy Crossing Blvd Ste 100
Cottonville, Utah 84014
PH: (801) 771-7319

ARCHITECT:



EAG Architecture Group
1378 W. Legacy Crossing Blvd Ste 100
Cottonville, Utah 84014
PH: (801) 771-7319

ENGINEERING:



H3 Hunt Engineering, LLC
1100 Engineering
Thomas Hunt, PE
6415 Wilcox Blvd, Rd
Moxness, Utah 84046
PH: (801) 664-4724

SURVEYOR:

Utah Land Survey Inc.
1319 Parkway Co., Farmington, UT 84025
PH: (801) 724-1194

Sheet Index
Sheet 1 - Cover Sheet
Sheet 2 - Notes/Legend Sheet
Sheet 3 - Existing Conditions
Sheet 4 - Site Plan
Sheet 5 - Grading & Drainage Plan
Sheet 6 - Utility Plan
Sheet 7 - Circulation Plan
Sheet 8 - UDOT Striping
Sheet 9 - Civil Details
Sheet 10 - Preliminary Plan
Sheet PD-1

Hess Farms Subdivision

Cover Sheet

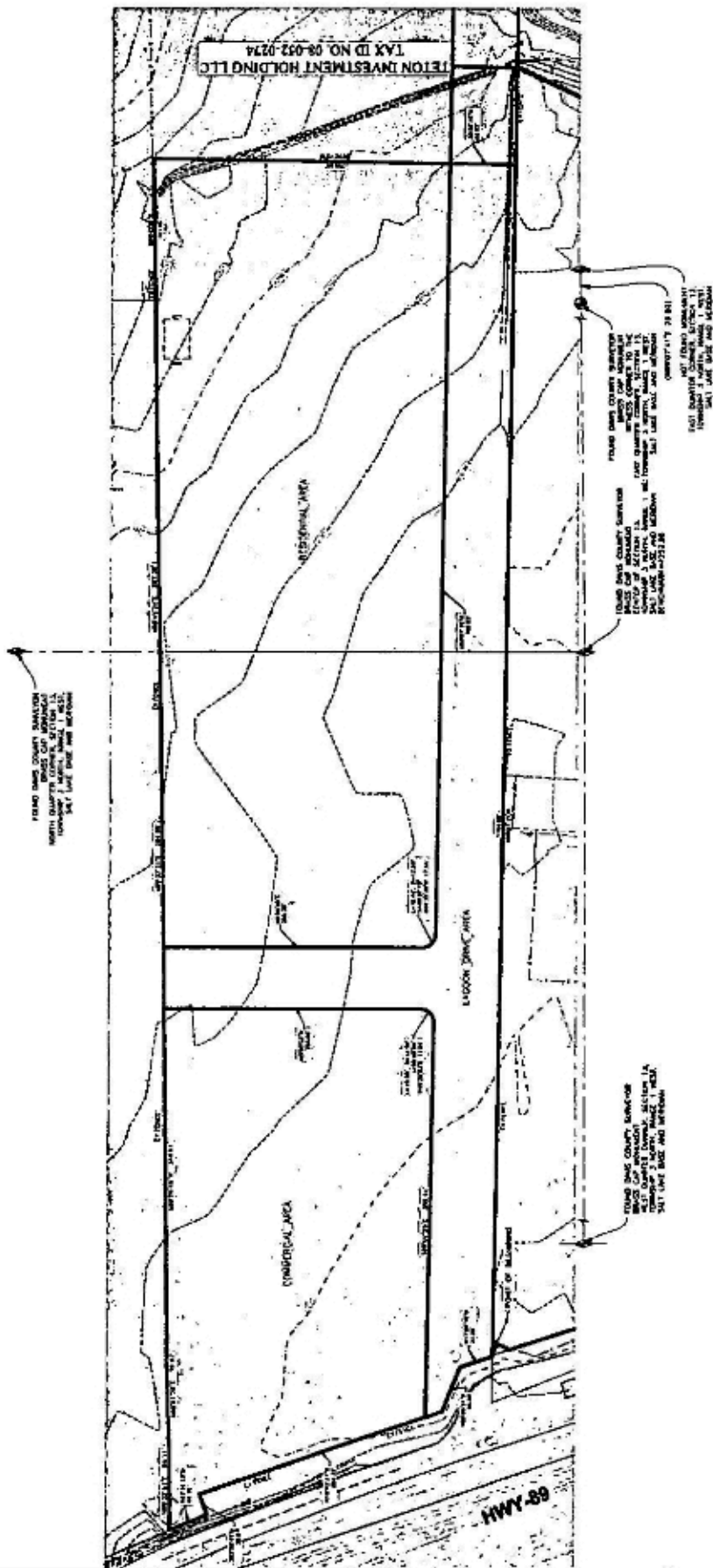


PROJECT INFO
Engineer: T. Hunt
No. 12345
State: UT
Date: 5/10/2022
Location: New Farm

SHEET 1 OF 10 SHEETS

Notice to Contractors
The Engineer and Surveyor have prepared the plans and specifications for the proposed subdivision. It is the responsibility of the contractor to verify the accuracy of the information shown on the plans and specifications. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The contractor shall be responsible for protecting any utilities shown on the plans and specifications. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable laws and regulations. The contractor shall be responsible for protecting any utilities shown on the plans and specifications.





BASIS OF HEARINGS

The backs for windows like two subjects was stretched around round window about center surface glass. Co-ordinates located at the upper quadrant corner and the center of section 12. Window 3 hole, holes 2, 10, 11, 12 were used and below section 12 and 13.

THIS PRODUCT IS LOCATED IN THE FEMA FLUID ZONE X.

Site Information

LOCATED AT	ORIGINAL PROPERTY TAXPAYER'S NAME, ADDRESS AND PROPERTY ZONE	TAXING JURISDICTION NAME AND ADDRESS	DATE OF ACQUISITION
	COMMERCIAL AREA BIRMINGHAM, ALA. MADISON BRANCH	FARMINGTON CITY, DAVIS COUNTY 455.600 SF (10.8 ACRES) A - AGRICULTURAL C-AL - COMMERCIAL USES V&E	11/2/71 W/ [3 AM ACRES] 297,317 SF (10.8 ACRES) 94,312 SF (2.1 ACRES)



AS-SURVEYED LEGAL DESCRIPTION

[illegible]

2015-11-16 14:00:00

H E HUNT
ENGINEERING, LLC
4015 ALLEN CIRCLE SE
KODAKS GREEN, UT 84039
C 801.664.4774
[h Hunt Engineering - Engineering.com]

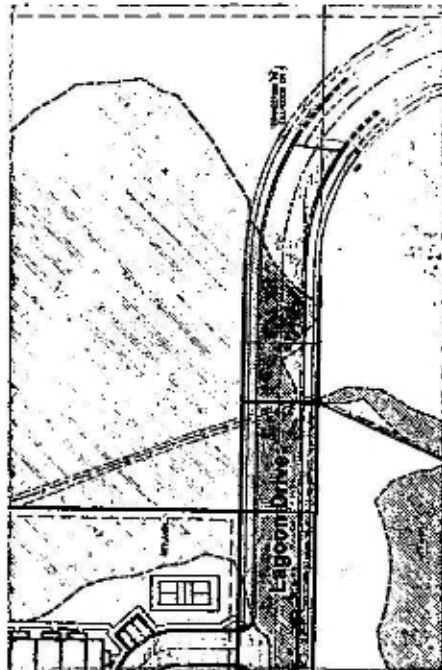
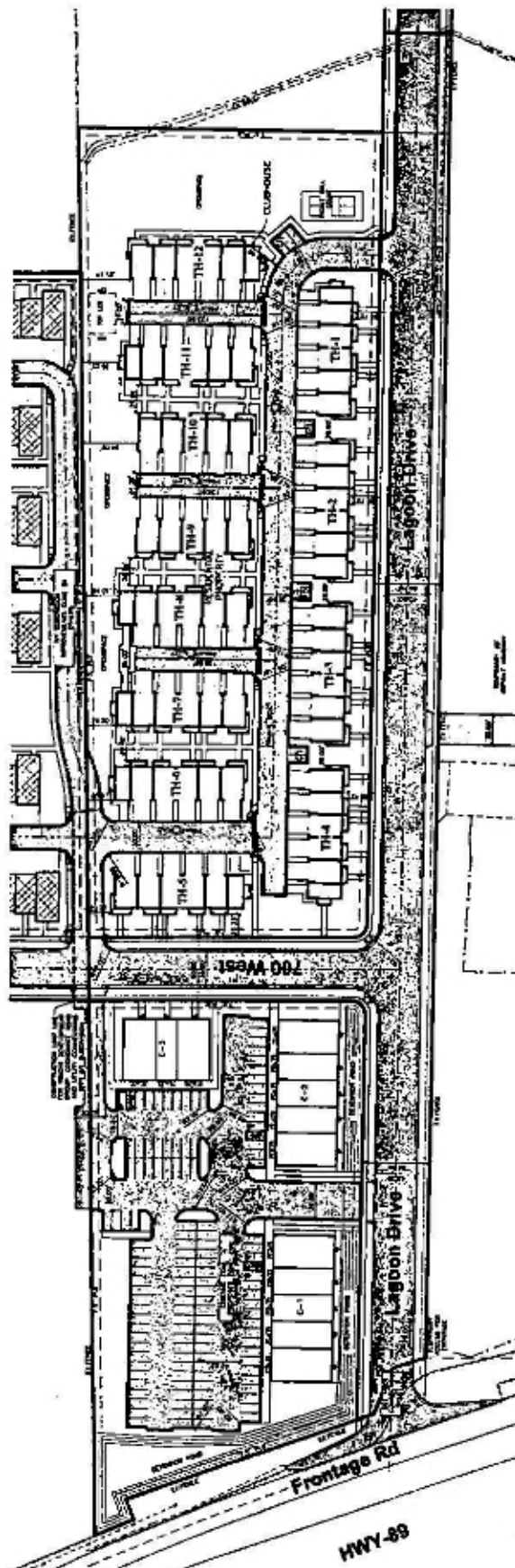
Hess Farms Subdivision

Site Plan



Employee _____
 Supervisor _____
 Staff _____
 Date _____

4	10	出題者氏名
シート		

[illegible][illegible]

H H HUNT
ENGINEERING, LLC
C. 801 BAYVIEW DR.
SALT LAKE CITY, UT 84105
PHONE: 313.478.1724
FAX: 313.478.1725

Hess Farms Subdivision

APPROX. 1/2 SEC. 13, TOW. 37N, R. 20E, S. 40E
KANE COUNTY, UTAH

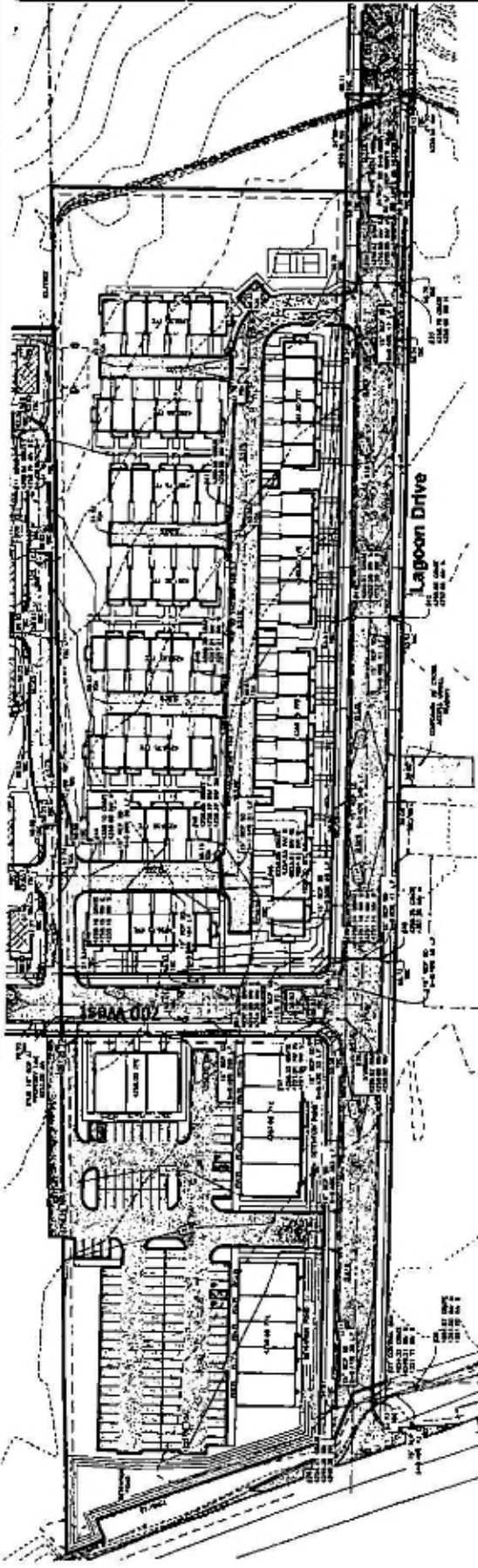
Grading & Drainage Plan

NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/1/00
2	REVISED	10/1/00
3	REVISED	10/1/00
4	REVISED	10/1/00
5	REVISED	10/1/00
6	REVISED	10/1/00
7	REVISED	10/1/00
8	REVISED	10/1/00
9	REVISED	10/1/00
10	REVISED	10/1/00



PROJECT NO.:
ENGINEER: J. HUNT
DATE: 10/1/00
SHEET NO.: 5
SHEET TOTAL: 10

SHEET 5
10
SHEETS

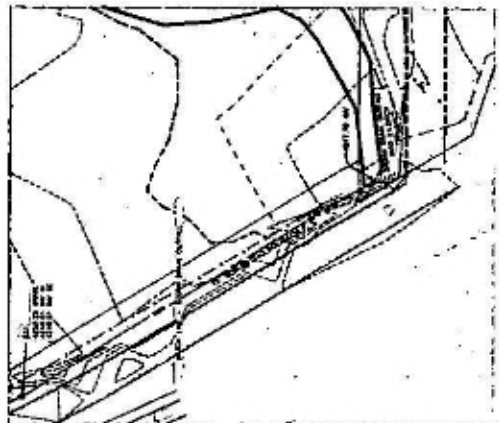


Notes:


1. All grading and drainage work shall be in accordance with the Utah Department of Transportation (UDOT) standards.
2. All grading and drainage work shall be in accordance with the Utah Department of Transportation (UDOT) standards.
3. All grading and drainage work shall be in accordance with the Utah Department of Transportation (UDOT) standards.
4. All grading and drainage work shall be in accordance with the Utah Department of Transportation (UDOT) standards.
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7. All grading and drainage work shall be in accordance with the Utah Department of Transportation (UDOT) standards.
8. All grading and drainage work shall be in accordance with the Utah Department of Transportation (UDOT) standards.
9. All grading and drainage work shall be in accordance with the Utah Department of Transportation (UDOT) standards.
10. All grading and drainage work shall be in accordance with the Utah Department of Transportation (UDOT) standards.

Site Information

LOCATED IN:	KANE COUNTY, UTAH
ORIGINAL PROPERTY:	100.00 ACRES
CURRENT ZONING:	R-10
PROPOSED ZONING:	R-10
OWNER:	Hess Farms, LLC
DESIGNER:	H. H. Hunt Engineering, LLC
DATE:	10/1/00
PROJECT NO.:	3520759
SHEET NO.:	5
SHEET TOTAL:	10



HWY-89



HUNT ENGINEERING, LLC
6618 Willow Creek Rd.
Northvale, Oregon, 97040
C: 503.864.4724
hunting@huntengr.com - www.huntengr.com

Hess Farms Subdivision

Utility Plan



PROJECT INFO

Engineer: J. H. J. J.

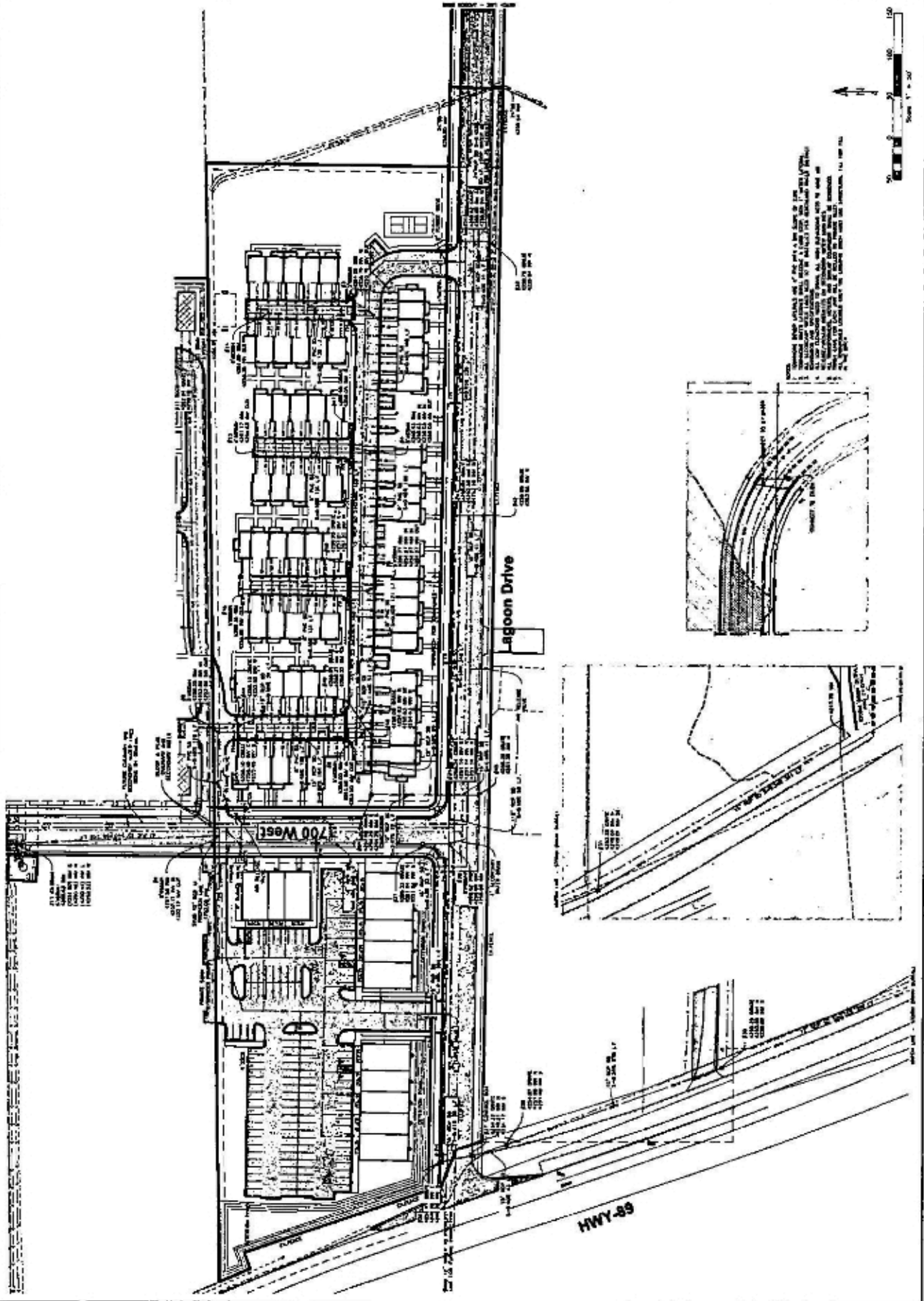
Client: J. H. J. J.

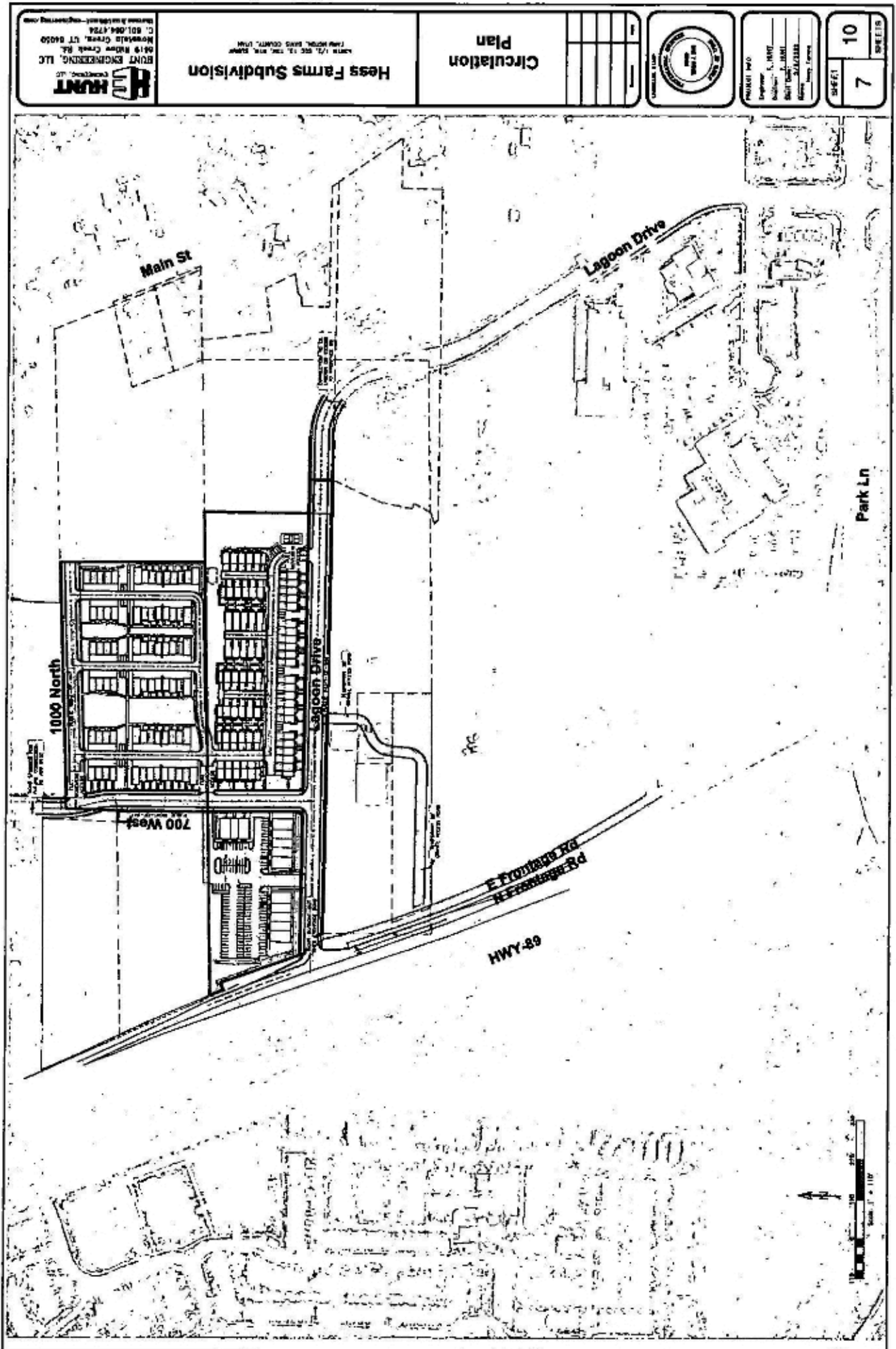
Site: J. H. J. J.

Date: 3/1/2000

Phone: 1-800-000-0000

10	10 SHEETS
6	6 SHEETS

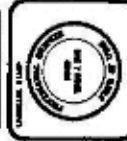




HUNT ENGINEERING, LLC
6019 Ridge Creek Rd.
Moorpark, CA 93426
C. 801.864.4724
hess@hunt-engineering.com

Hess Farms Subdivision

**Circulation
Plan**



PROJECT INFO
Engineer: H. HUNT
Subdivision: Hess Farms
Sheet No.: 8211
Date: 3/1/2018
Drawing: Circulation Plan

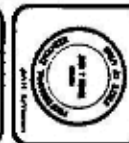
SHEET 7
10
SHEET 10

HUNT
ENGINEERING, LLC
10000 Highway 100, Suite 100
Huntsville, AL 35894
C: 205.964.4724
F: 205.964.4725
hunts@hunt-engineering.com

Hess Farms Subdivision

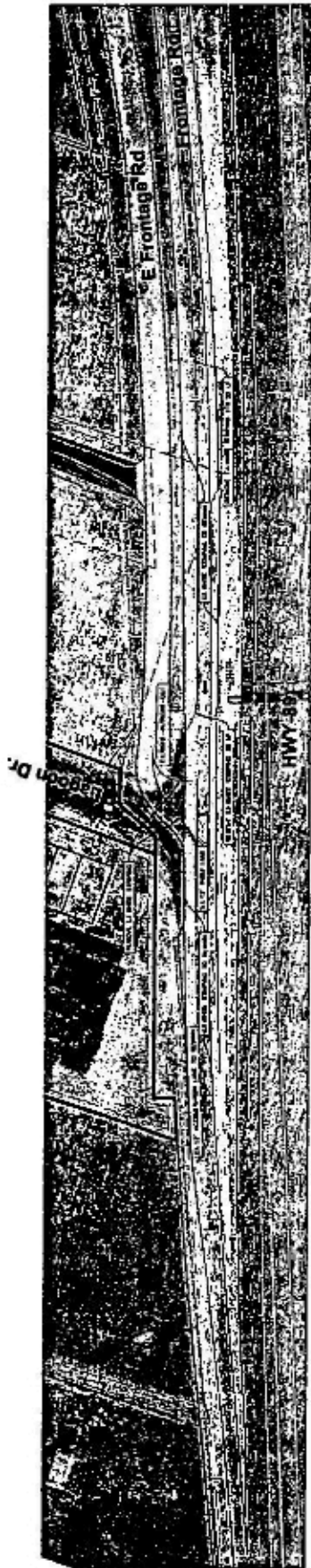
UDOT Striping
Plan

Project No.	3520759
Sheet No.	8
Scale	1" = 40'
Date	3/1/2014
Drawn by	W. H. H.
Checked by	W. H. H.
Approved by	W. H. H.



Project No. 3520759
Section 100
Date 3/1/2014
Drawn by W. H. H.
Checked by W. H. H.
Approved by W. H. H.

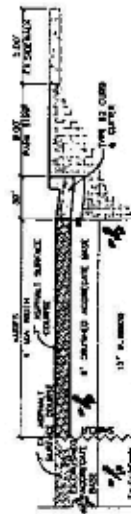
Sheet No.	8
Scale	1" = 40'
Date	3/1/2014
Drawn by	W. H. H.
Checked by	W. H. H.
Approved by	W. H. H.



EXISTING AND REMOVAL STRIPING



PROPOSED STRIPING



1. THE STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD SPECIFICATIONS FOR HIGHWAYS.
2. THE STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD SPECIFICATIONS FOR HIGHWAYS.
3. THE STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD SPECIFICATIONS FOR HIGHWAYS.
4. THE STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD SPECIFICATIONS FOR HIGHWAYS.
5. THE STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD SPECIFICATIONS FOR HIGHWAYS.

UDOT Street Detail
Scale: 1" = 40'



1. THE STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD SPECIFICATIONS FOR HIGHWAYS.

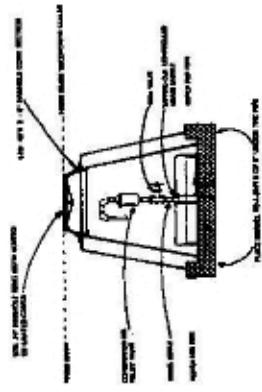
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3. THE STRIPING SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION (ADOT) STANDARD SPECIFICATIONS FOR HIGHWAYS.

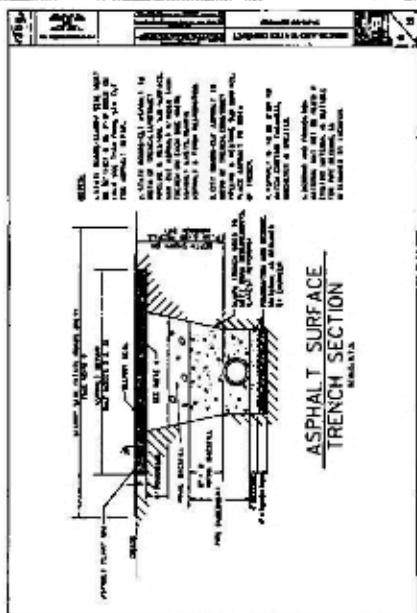
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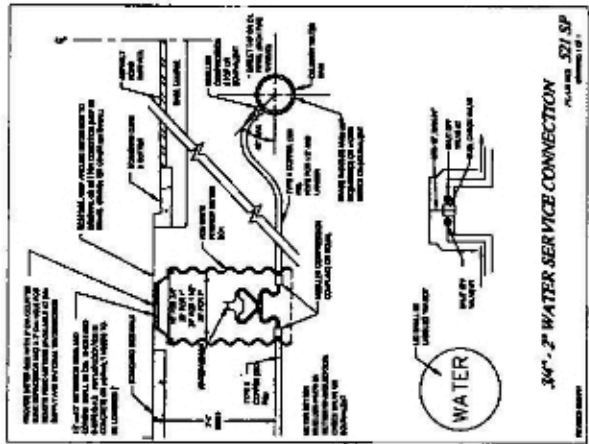
 HUNT ENGINEERING, LLC 1000 S. 1000 E. SUITE 100 SALT LAKE CITY, UT 84143 C. 801.464.4724 hunt@hunteng.com	Hess Farms Subdivision NORTH 1/2, SEC. 12, T2N, 36E, R10E, S4E KANE COUNTY, UTAH	Civil Details		PROJECT INFO Engineer: L. HUNT Designer: L. HUNT Date: 5/12/2012 Name: Jerry	SHEET 9	OF 10	DETAILS
--	---	----------------------	---	--	-------------------	-----------------	---------



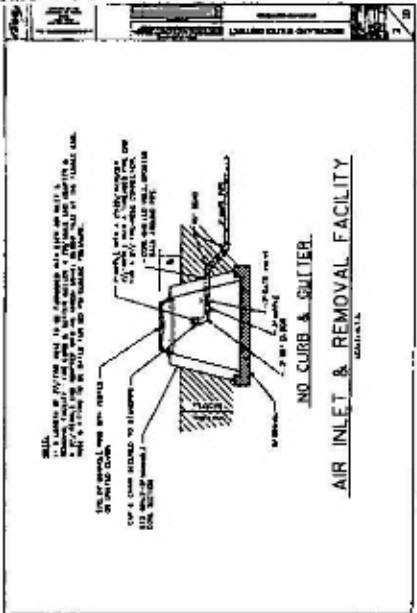
TYPICAL AIR VALVE STATION



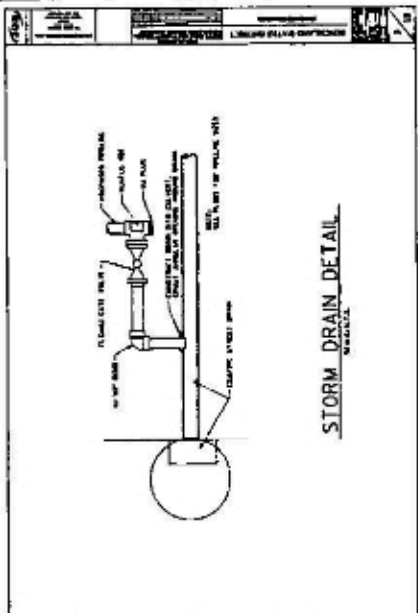
ASPHALT SURFACE
TRENCH SECTION



3/4" - 2" WATER SERVICE CONNECTION



AIR INLET & REMOVAL FACILITY



STORM DRAIN DETAIL

HUNT
ENGINEERING, LLC
6015 WILLOW CREEK RD.
COLUMBIA, CT 06030
C. 861.664.4324
Landscape Architecture - Engineering - Survey

Hess Farms Subdivision

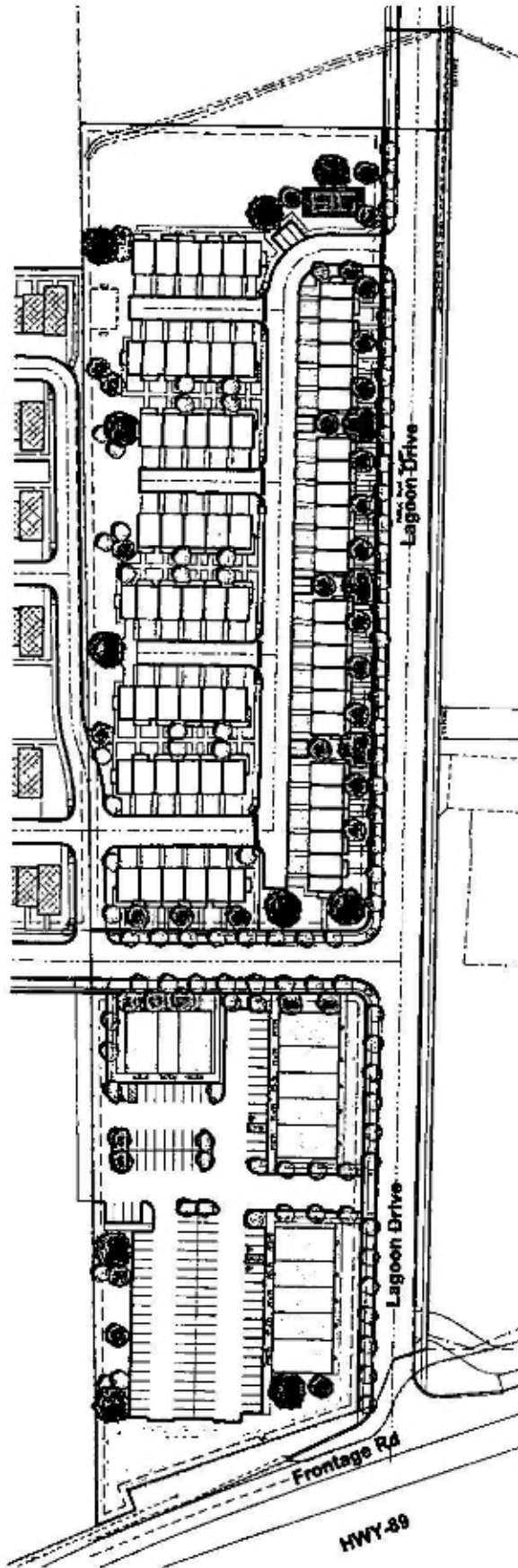
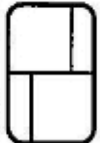
APPROXIMATE SCALE: 1" = 100' (SEE PLAN SCALE)

**Landscape
Concept**

1	2	3	4	5	6	7	8	9	10



PROJECT NO.	3520759
DATE	1/1/2017
BY	J.A./J.E.
CHECKED	J.A./J.E.
DATE	1/1/2017
BY	J.A./J.E.
CHECKED	J.A./J.E.
DATE	1/1/2017

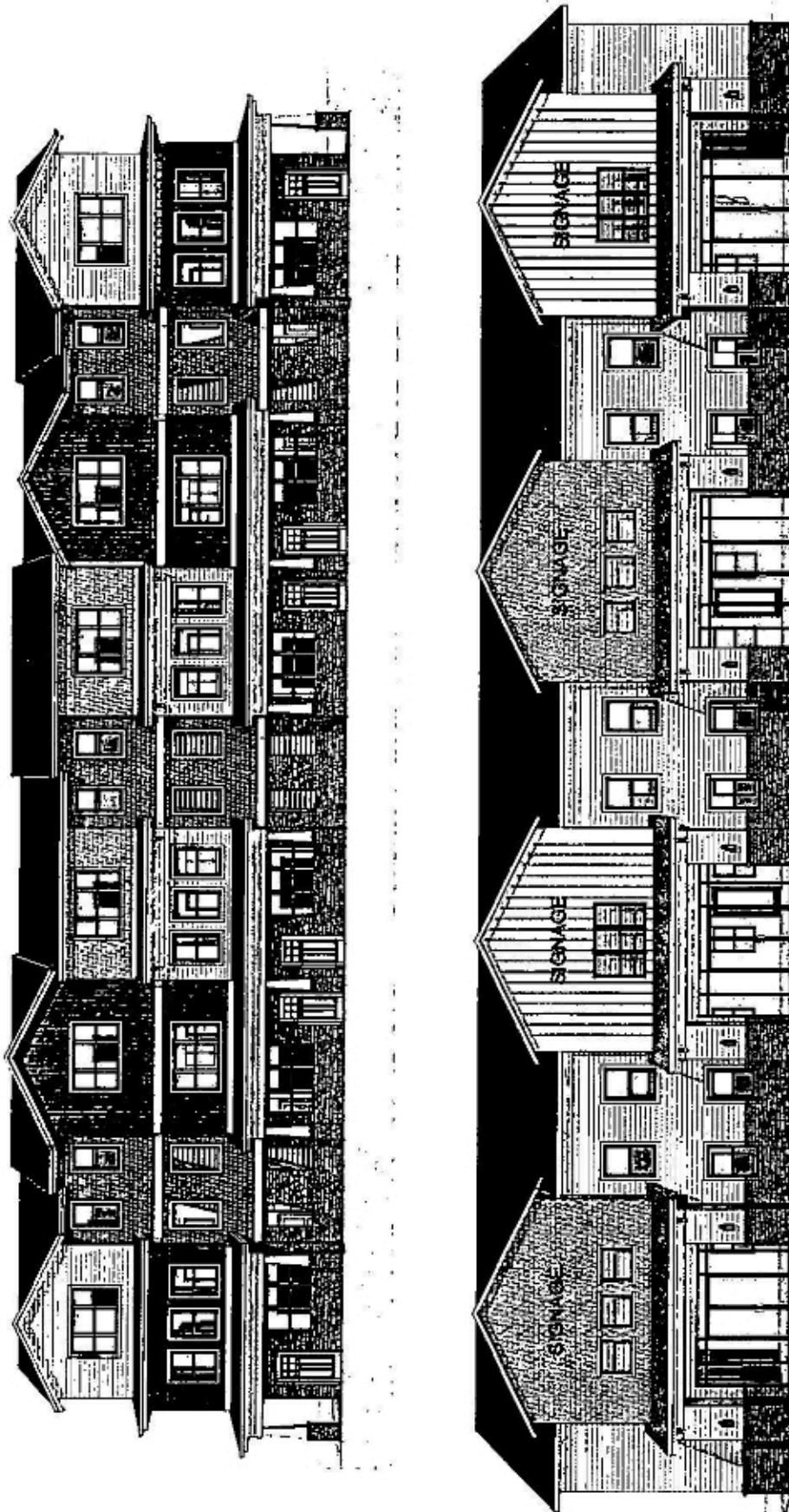


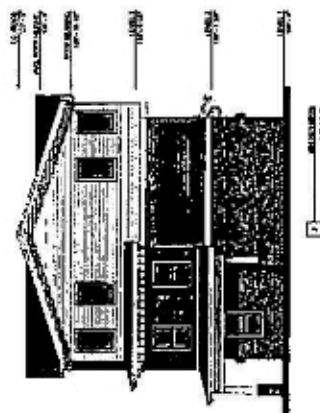
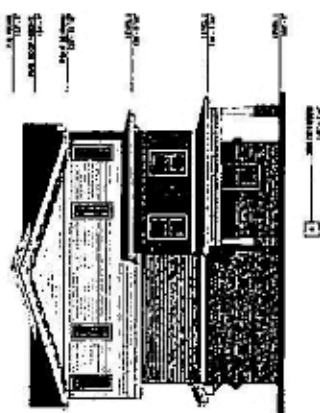
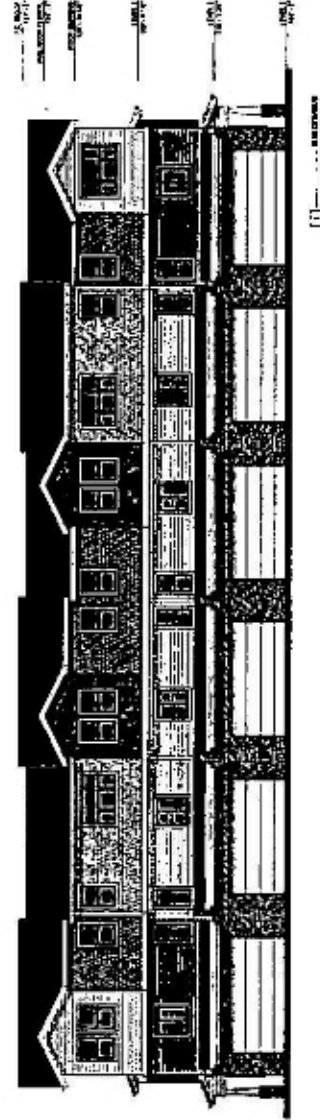
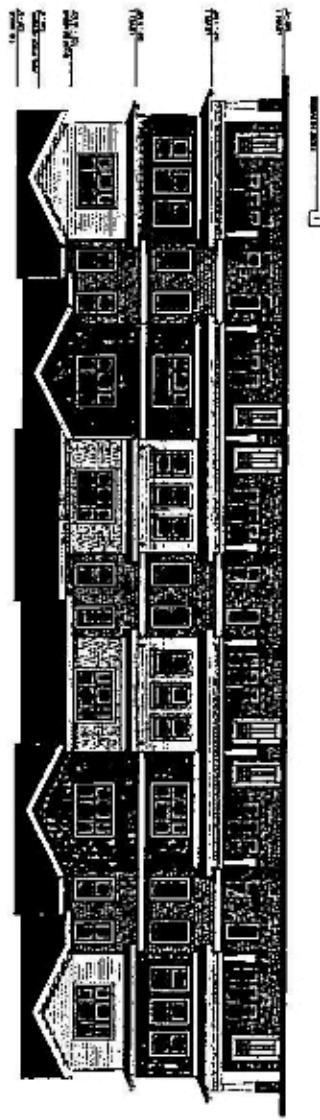
SHEET INDEX
1. SITE PLAN
2. FLOOR PLAN
3. ELEVATION
4. SECTION

ENG
ENGINEERING & ARCHITECTURE

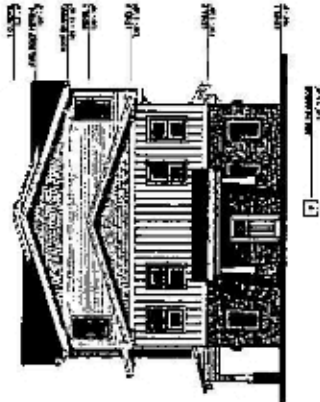
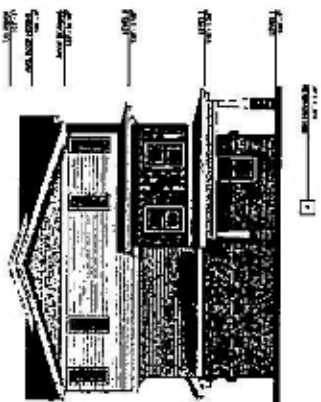
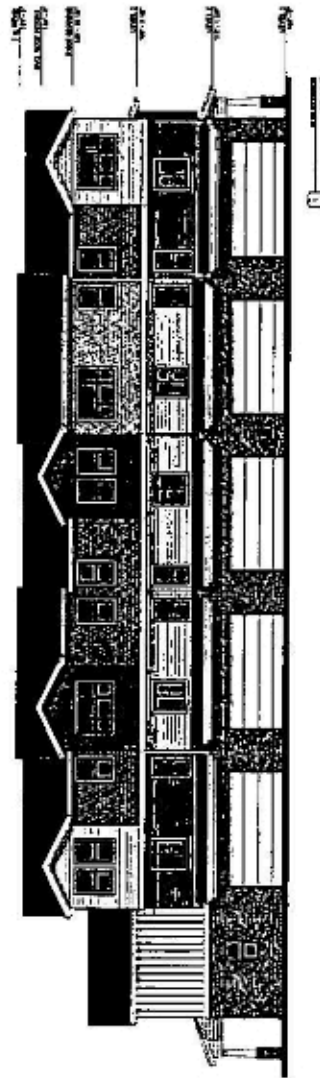
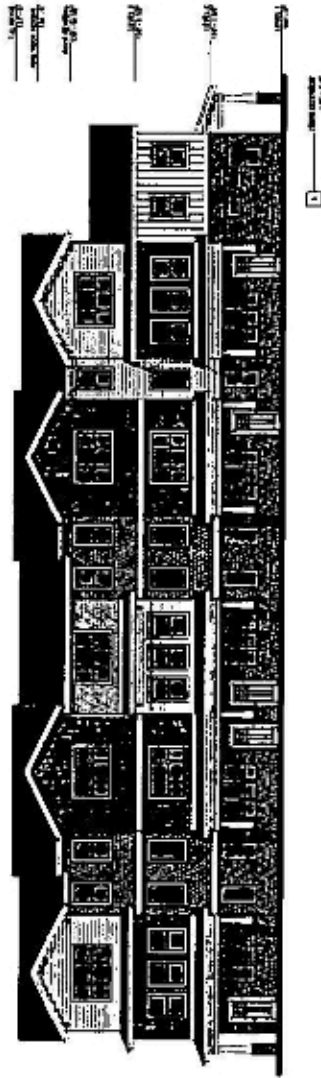
HESS FARMS TOWNHOMES & COMMERCIAL

FARMINGTON, UT
NOVEMBER 8, 2022



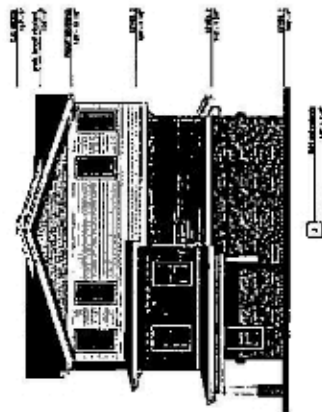
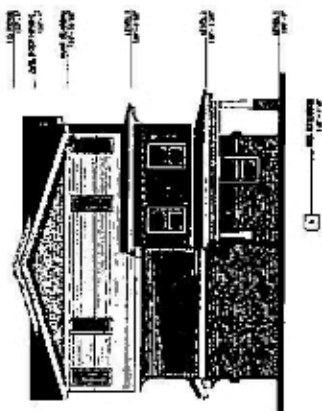
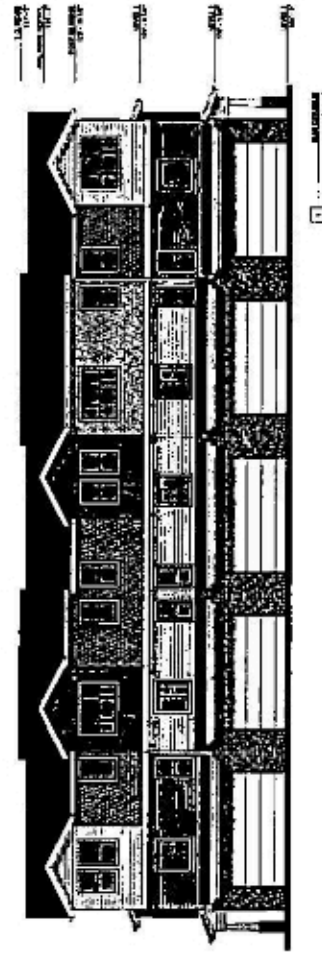
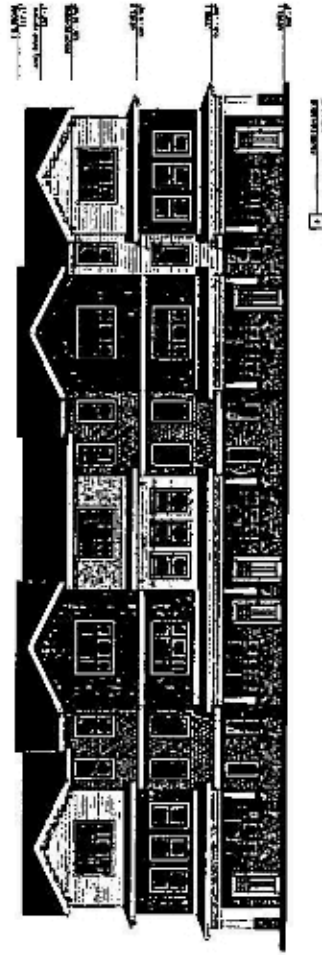
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HESS FARMS TOWNHOMES & COMMERCIAL



ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1.01	FOUNDATION	1	sq. ft.	1.00	1.00
1.02	FOUNDATION	1	sq. ft.	1.00	1.00
1.03	FOUNDATION	1	sq. ft.	1.00	1.00
1.04	FOUNDATION	1	sq. ft.	1.00	1.00
1.05	FOUNDATION	1	sq. ft.	1.00	1.00
1.06	FOUNDATION	1	sq. ft.	1.00	1.00
1.07	FOUNDATION	1	sq. ft.	1.00	1.00
1.08	FOUNDATION	1	sq. ft.	1.00	1.00
1.09	FOUNDATION	1	sq. ft.	1.00	1.00
1.10	FOUNDATION	1	sq. ft.	1.00	1.00

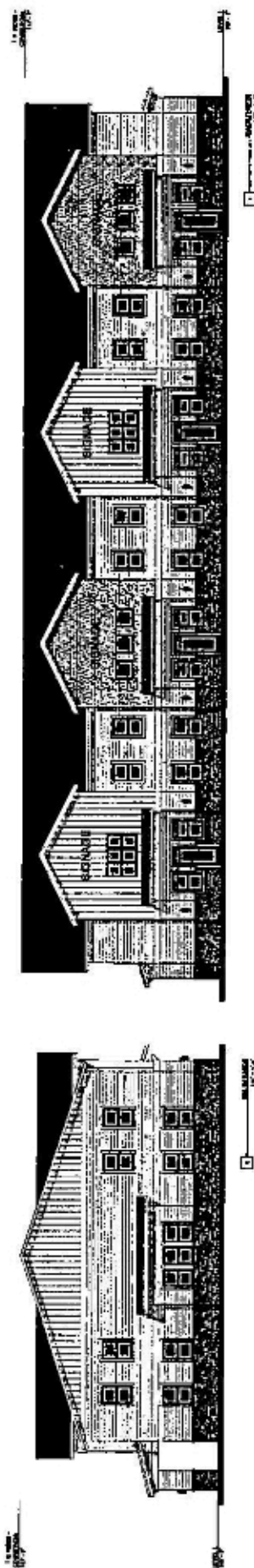
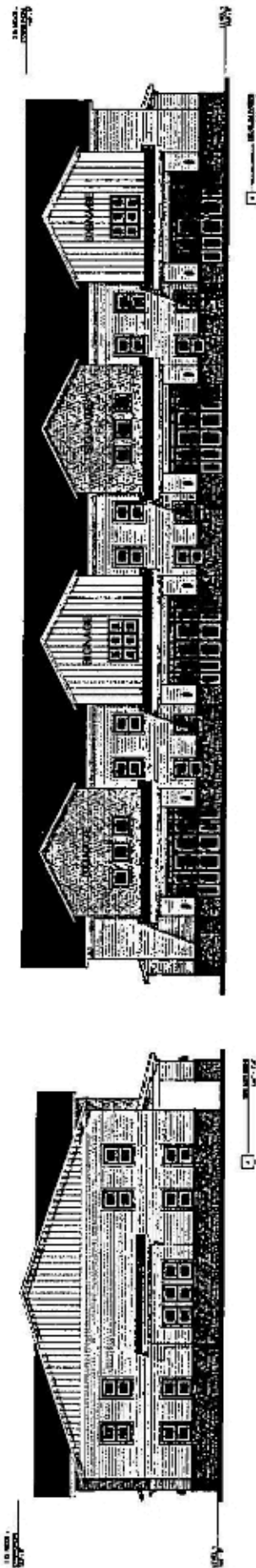
HESSE FARM TOWNHOMES & COMMERCIAL



MATERIAL LEGEND		NAME	DESCRIPTION	LOCATION
	1	BRICK	CLAY BRICK	1ST FLOOR
	2	WOOD	SHINGLES	ROOF
	3	WOOD	SHINGLES	ROOF
	4	WOOD	SHINGLES	ROOF
	5	WOOD	SHINGLES	ROOF
	6	WOOD	SHINGLES	ROOF
	7	WOOD	SHINGLES	ROOF
	8	WOOD	SHINGLES	ROOF
	9	WOOD	SHINGLES	ROOF
	10	WOOD	SHINGLES	ROOF

HESS FARMS TOWNHOMES & COMMERCIAL

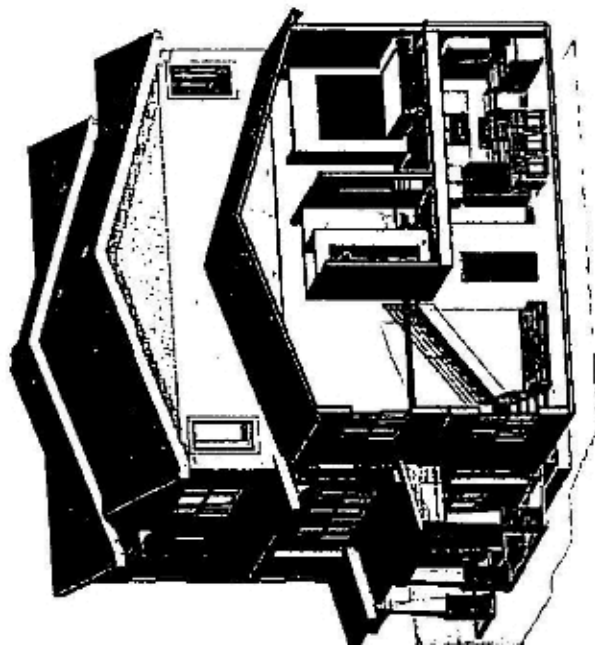
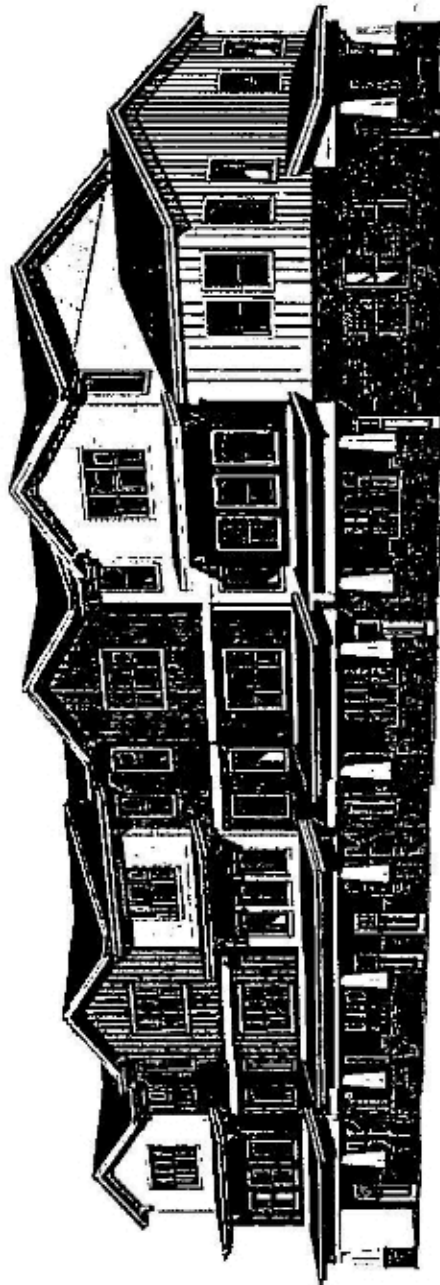




MATERIAL LEGEND			
1. EXTERIOR WALLS	2. ROOFING	3. FLOORING	4. FINISHES
5. SITESCAPE	6. LIGHTING	7. PAINT	8. OTHER
9. FURNITURE	10. APPLIANCES	11. FIXTURES	12. ACCESSORIES
13. LANDSCAPE	14. HARDSCAPE	15. FENCES	16. GATES
17. SIGNAGE	18. MAILBOXES	19. UTILITY	20. SECURITY
21. STORAGE	22. BATHS	23. KITCHENS	24. BEDROOMS
25. LIVING AREAS	26. DINING AREAS	27. BREAKFAST ROOMS	28. PORCHES
29. PATIOS	30. DECKS	31. STAIRS	32. ELEVATORS
33. HALLWAYS	34. CLOSETS	35. BATHS	36. KITCHENS
37. LIVING AREAS	38. DINING AREAS	39. BREAKFAST ROOMS	40. PORCHES
41. PATIOS	42. DECKS	43. STAIRS	44. ELEVATORS
45. HALLWAYS	46. CLOSETS	47. BATHS	48. KITCHENS
49. LIVING AREAS	50. DINING AREAS	51. BREAKFAST ROOMS	52. PORCHES
53. PATIOS	54. DECKS	55. STAIRS	56. ELEVATORS
57. HALLWAYS	58. CLOSETS	59. BATHS	60. KITCHENS
61. LIVING AREAS	62. DINING AREAS	63. BREAKFAST ROOMS	64. PORCHES
65. PATIOS	66. DECKS	67. STAIRS	68. ELEVATORS
69. HALLWAYS	70. CLOSETS	71. BATHS	72. KITCHENS
73. LIVING AREAS	74. DINING AREAS	75. BREAKFAST ROOMS	76. PORCHES
77. PATIOS	78. DECKS	79. STAIRS	80. ELEVATORS
81. HALLWAYS	82. CLOSETS	83. BATHS	84. KITCHENS
85. LIVING AREAS	86. DINING AREAS	87. BREAKFAST ROOMS	88. PORCHES
89. PATIOS	90. DECKS	91. STAIRS	92. ELEVATORS
93. HALLWAYS	94. CLOSETS	95. BATHS	96. KITCHENS
97. LIVING AREAS	98. DINING AREAS	99. BREAKFAST ROOMS	100. PORCHES

HESS FARMS TOWNHOMES & COMMERCIAL





Hess Farms Subdivision

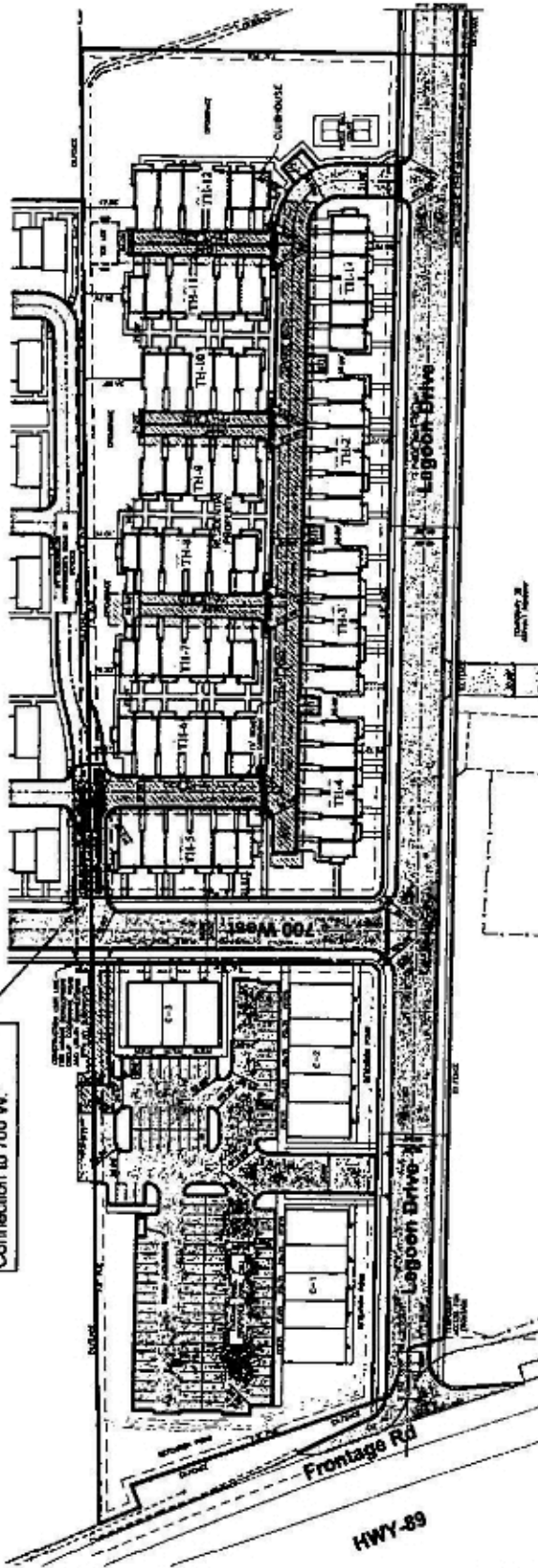
Site Plan

4				
3				



PROJECT INFO.
Engineer: J. HERR
Station: J. HERR
Start Date: 3/2/2013
Owner: [illegible]

10	13 SHEETS
4	SHEET

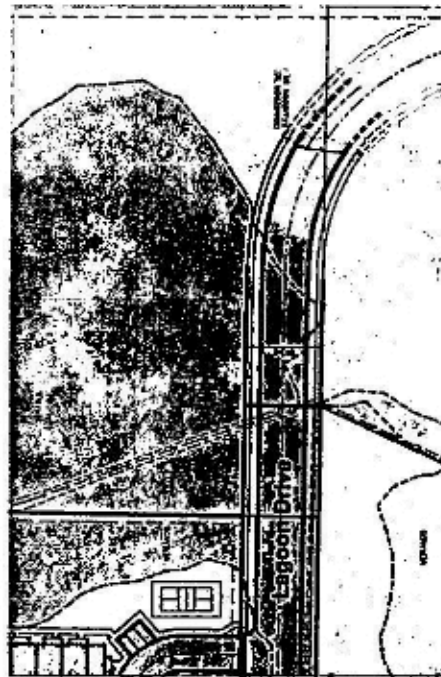


Access to be constructed.
See section i, "Private Road
Connection to 700 W."



Site Information

LOCATED IN	GENERAL PROPERTY CLASS BY TYPE	PROPOSED TIME	COMMERCIAL PROPERTY CLASS BY TYPE	RECREATION PROPERTY CLASS BY TYPE	AGRICULTURAL PROPERTY CLASS BY TYPE
FAIRFAX COUNTY, VA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
ALABAMA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
ALASKA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
ARIZONA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
ARKANSAS	1,000,000	100,000	1,000,000	1,000,000	1,000,000
CALIFORNIA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
COLORADO	1,000,000	100,000	1,000,000	1,000,000	1,000,000
CONNECTICUT	1,000,000	100,000	1,000,000	1,000,000	1,000,000
DELAWARE	1,000,000	100,000	1,000,000	1,000,000	1,000,000
FLORIDA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
GEORGIA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
HAWAII	1,000,000	100,000	1,000,000	1,000,000	1,000,000
ILLINOIS	1,000,000	100,000	1,000,000	1,000,000	1,000,000
INDIANA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
IOWA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
KANSAS	1,000,000	100,000	1,000,000	1,000,000	1,000,000
KENTUCKY	1,000,000	100,000	1,000,000	1,000,000	1,000,000
LOUISIANA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
MAINE	1,000,000	100,000	1,000,000	1,000,000	1,000,000
MARYLAND	1,000,000	100,000	1,000,000	1,000,000	1,000,000
MASSACHUSETTS	1,000,000	100,000	1,000,000	1,000,000	1,000,000
MICHIGAN	1,000,000	100,000	1,000,000	1,000,000	1,000,000
MINNESOTA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
MISSISSIPPI	1,000,000	100,000	1,000,000	1,000,000	1,000,000
MISSOURI	1,000,000	100,000	1,000,000	1,000,000	1,000,000
MONTANA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
NEBRASKA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
NEVADA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
NEW HAMPSHIRE	1,000,000	100,000	1,000,000	1,000,000	1,000,000
NEW JERSEY	1,000,000	100,000	1,000,000	1,000,000	1,000,000
NEW MEXICO	1,000,000	100,000	1,000,000	1,000,000	1,000,000
NEW YORK	1,000,000	100,000	1,000,000	1,000,000	1,000,000
NORTH CAROLINA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
NORTH DAKOTA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
OHIO	1,000,000	100,000	1,000,000	1,000,000	1,000,000
OKLAHOMA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
OREGON	1,000,000	100,000	1,000,000	1,000,000	1,000,000
PENNSYLVANIA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
RHODE ISLAND	1,000,000	100,000	1,000,000	1,000,000	1,000,000
SOUTH CAROLINA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
SOUTH DAKOTA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
TENNESSEE	1,000,000	100,000	1,000,000	1,000,000	1,000,000
TEXAS	1,000,000	100,000	1,000,000	1,000,000	1,000,000
UTAH	1,000,000	100,000	1,000,000	1,000,000	1,000,000
VERMONT	1,000,000	100,000	1,000,000	1,000,000	1,000,000
VIRGINIA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
WASHINGTON	1,000,000	100,000	1,000,000	1,000,000	1,000,000
WEST VIRGINIA	1,000,000	100,000	1,000,000	1,000,000	1,000,000
WISCONSIN	1,000,000	100,000	1,000,000	1,000,000	1,000,000
WYOMING	1,000,000	100,000	1,000,000	1,000,000	1,000,000



THE NEW YORK TIMES (NY TIMES) HAS A LONG HISTORY OF REPORTING ON THE ENVIRONMENT. IN 1962, IT WAS THE FIRST MAJOR U.S. NEWSPAPER TO PUBLISH A SPECIAL SECTION ON THE ENVIRONMENT. SINCE THEN, THE NY TIMES HAS CONTINUED TO BE A LEADER IN ENVIRONMENTAL REPORTING. IN 1992, IT WAS THE FIRST MAJOR U.S. NEWSPAPER TO PUBLISH A SPECIAL SECTION ON THE ENVIRONMENT. SINCE THEN, THE NY TIMES HAS CONTINUED TO BE A LEADER IN ENVIRONMENTAL REPORTING. IN 1992, IT WAS THE FIRST MAJOR U.S. NEWSPAPER TO PUBLISH A SPECIAL SECTION ON THE ENVIRONMENT. SINCE THEN, THE NY TIMES HAS CONTINUED TO BE A LEADER IN ENVIRONMENTAL REPORTING.

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 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.