

✓ 08-051-0236
✓ 08-052-0287

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

E 3650036 B 8909 P 647-661
KELLY A. SILVESTER
DAVIS COUNTY, UTAH RECORDER
1/9/2026 11:06 AM
FEE 0.00 Pgs: 15
DEP AAM REC'D FOR FARMINGTON
CITY CORP

AMENDMENT TO
DEVELOPMENT AGREEMENT
FOR THE
HESS FARMS SUBDIVISION

RETURNED
JAN 09 2026

This Amendment to Development Agreement For the Hess Farms Subdivision (this "**Amendment**") is made and entered into as of the 8th day of January 2026 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, collectively with its assignees, as "Developer."

RECITALS:

- A. Farmington City and Developer, entered into a Development Agreement for The Hess Farms Subdivision (the "Agreement") effective as of March 10, 2025 and was recorded as in the Davis County, Utah County Recorder's Office as Entry Number 3520759.
- B. Developer is the owner of the Property (the "Property"), which Property is more particularly on the attached Exhibit A.
- C. The Property is subject to the City's laws, including without limitation, Chapter 11-19 of the City's Zoning Ordinance, pursuant to which the Agreement may be utilized to commit the understanding of the parties relating to development of the Property.
- D. The parties desire to amend the Agreement pursuant to the terms set forth below.

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:

1. **Incorporation of Recitals; Defined Terms.** The above Recitals are hereby incorporated into this Amendment. All terms used herein and not otherwise defined have the meaning given them in the Supplemental Development Agreement.
2. **Amendment of Section g of Supplement Development Agreement.** Section g of the Supplemental Development Agreement is hereby deleted in its entirety and replaced with the following:

- g. 700 West Connection. Developer shall be responsible to construct 700 West Street Improvements which are within the Property . 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.

3. Amendment of Exhibit C. Exhibit C of the Agreement is hereby deleted in its entirety and replaced with Exhibit C attached hereto

4. Entire Agreement. This Amendment together with the Exhibits attached hereto and the documents referenced herein, and all regulatory approvals given by the City for the Property, 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 Amendment and the regulatory approvals for the Property, including any related conditions. The Supplemental Development Agreement is hereby ratified and remains in full force and effect. To the extent of any conflict between this Amendment and the Supplemental Development Agreement or the Original Agreement, the terms and provisions of this Amendment will control.

5. Recordation. The City shall record this Amendment against the Property in the office of the Davis County Recorder, State of Utah.

[Signature pages follow]

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

"CITY"

FARMINGTON CITY

ATTEST:

DeAnn Carlisle
City Recorder

By: *[Signature]*
Mayor

"DEVELOPER"


WDG Park Lane, LLC.

By: *[Signature]*
Title: MANAGER

On the 9th day of January, 2026, personally appeared before me Brett Anderson, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed on behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.



STATE OF MINNESOTA)
COUNTY OF CARVER)
DAVIS:SS.

 ERICA WILLIAMS
Notary Public, State of Utah
Commission #731107
My Commission Expires
05/11/2027

Ernest Williams
Notary Public

Exhibit C

DEED RESTRICTION

Upon recording return to:

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

DEED RESTRICTION
Owner Occupancy & Moderate-Income Home Price
Governing For-Sale Unit

This DEED RESTRICTION (this "Deed Restriction") is granted as of _____, 20__ by _____ having a mailing address of _____ ("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. Lot _____ of the Hess Farms Subdivision (the "Restricted Lot") is subject to the restrictions of this deed due to additional considerations given to the subdivision in its land use approval, in exchange for undertaking the obligations herein.

B. As a condition to the land use application approval, Grantor has agreed that this Deed Restriction be imposed upon this Lot, Lot _____ (the "Restricted Lot") within the Development as a covenant running with the land and binding upon any successors to Grantor, as owner thereof. The legal description of the Restricted Lot is "All of Lot _____ of the _____ Subdivision, Farmington City, Davis County, Utah." The property description and identification of the Restricted Lot is attached as Exhibit A and incorporated by this reference.

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

D. 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 or moderate income.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending that owners of the unit 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 mortgage (including Principal, Interest, Taxes, and Insurance) and utility costs are equal to or less than thirty percent (30%) of the income for those earning eighty percent (80%) of the Area Median Income or less.
 - (b) "Affordable Unit" means the dwelling built on the Lot subject to the price controls of this deed restriction.
 - (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, UT Metropolitan Statistical Area, with 50% of individuals in that Area making more than that amount, and 50% making less than that amount. The percentage used to calculate AMI shall be rounded to the nearest tenth (for example, if the calculated AMI percentage is 64% it shall be rounded down to 60%; if the calculated AMI percentage 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.
 - (f) "HUD" means the United States Department of Housing and Urban Development.
 - (g) "Notice" means correspondence complying with the provisions of Section 10(b) of this Deed Restriction.
 - (h) "Restricted Lot" means the Lot identified on the subdivision plat as Lot ____ and described in Section B of the recitals.
 - (i) "Tenant" means an occupant of the Restricted Lot other than an owner or operator.
3. **Affordable Unit.**
 - (a) The Restricted Lot is subject to the price controls in this deed restriction as an Affordable Unit.
 - (b) The sale of the Restricted Lot and its associated dwelling unit shall be as an Affordable Unit to a bona fide purchaser for owner-occupation. The City shall provide analysis of the price point at which the Restricted Lot is considered an Affordable Unit, as provided in section 5 of this Deed Restriction.
 - (c) Adjustments to the Affordable Unit's sale price for Household size are as follows, and consistent with the AMI for the Ogden, UT MSA:-

1. One-bedroom unit: use the income limit for a two-person household.
- (d) Subsequent purchasers of the Restricted Lot after the initial purchase are subject to the price controls provided in Section 5 of this Deed Restriction.
- (e) This Deed Restriction shall be recorded against the Restricted Lot, at the time of plat recordation.

4. Occupancy Requirement.

(a) This Deed Restriction shall remain in effect from the date that occupancy was established for the dwelling on the Restricted Lot, and continuing for a period of **thirty (30) years** thereafter (the "Restricted Period") unless earlier terminated in accordance with Section 10(h) hereof.

(b) Occupancy of the Restricted Lot shall be limited to owner-occupied uses during the Restricted Period. Renting, leasing or sub-leasing the home built on the Restricted Lot is prohibited except as provided in Farmington City Code.

(c) This Deed Restriction's compliance with the requirements of this section shall be monitored and enforced by the City.

5. City to Provide Analysis.

(a) In order to ascertain whether the purchase price is an Affordable Sale Price, a purchaser or title company may contact Farmington City's Community Development Department at (801) 451-2383 or 160 S. Main Street, Farmington, UT, to request an analysis of the property.

(b) The requestor shall be required to identify the property by lot number and address, and indicate the number of bedrooms in the Restricted Lot.

(c) The City shall provide the analysis within five (5) business days of receiving the request, in the form of a written, official Determination of Affordable Value for the Restricted Lot. The analysis will use the inputs identified in Exhibit B.

6. Advertisement.

During marketing to sell the Restricted Lot during the Restricted Period, all advertising shall indicate that the unit is subject to affordable value and owner-occupancy deed restriction which was designed to keep the unit affordable for moderate-income households.

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 legal action

to void the property transfer accomplished in violation of this Deed Restriction. The property owner shall be responsible for reasonable attorney fees and costs associated with such litigation, and agrees that such costs will constitute a lien against the Restricted Lot until paid.

(b) Enforcement of the owner-occupancy requirement may include civil or criminal citations for zoning violations, in addition to legal proceedings seeking injunctive or specific performance. The property owner shall be responsible for the costs of investigation and prosecution of these violations, including reasonable attorney fees and costs. The costs shall constitute a lien against the Restricted Lot until paid.

(c) 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 as long as the City has notified Grantor in writing of such delegation of responsibility.

8. Covenants to Run with the Property.

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

(b) At the expiration of the Restricted 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 was 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 Restricted 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: _____

After property has been sold to a subsequent owner, notice may be sent to the mailing address provided for the property owner on the records of the Davis County Recorder for the Restricted Lot.

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. All future purchasers of this deed restricted lot accept the terms of this restriction by virtue of its appearance on the records of the Davis County Recorder and

(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 10(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 with 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.

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:

By: _____

Title: Owner

STATE OF UTAH

ss:

COUNTY OF DAVIS

In _____ County on this ____ day of _____, 20____,
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 _____, 20____, 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
& Identification of Restricted Lot

Legal Description:

All of Lot ___ of the Hess Farms Subdivision. Cont. _____ acres

Visual Exhibit:

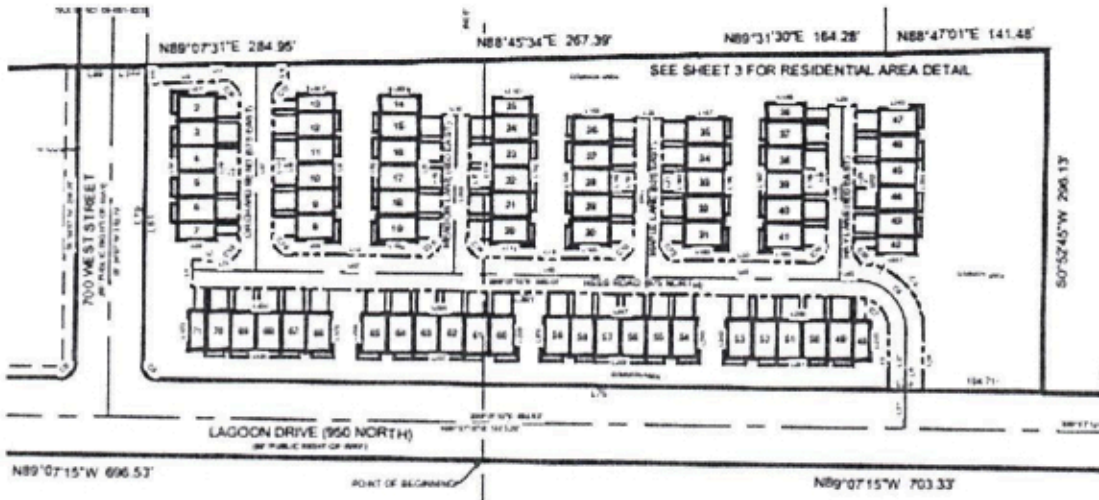


Exhibit B

Home Price	\$ 265,141
Downpayment %	3.5%
Downpayment	\$ 9,280
Loan Amount	\$ 255,862
Upfront MIP %	1.75%
Upfront MIP \$	\$ 4,478
Total Loan Amount	\$ 260,339
Interest Rate	4.99%
Term	30
Monthly Mortgage Payment	\$1,396
MIP %	0.55%
MIP \$	\$119
Insurance	\$50
Taxes %	0.75%
Taxes \$	\$163
Utilities	\$200
Total Additional Monthly Cost	\$532
Total Monthly Cost	\$1,928
Seller Paid Cost	
Closing Cost	\$7,000
Buy Down (3.125% of loan amount)	\$8,136
Total Seller Paid Cost	\$15,136

'Total Monthly Cost' is equal to or less than 30% of a qualifying moderate income households income.