



## Staff Report to the Weber County Commission

Weber County Planning Division

### Synopsis

#### Application Information

**Application Request:** To hold a public hearing, and consider and take action on file ZMA2024-07, an application to amend a development agreement located at approximately 2875 W. 2600 N. that includes the following zoning: C-1, R-2, R-3, R-1-10, RE-15, and Master Planned Development (MPD) Overlay Zones.

**Agenda Date:** Tuesday, July 30, 2024

**Applicant:** JDC Ranch Properties, Nilson Homes Agent: Bryan Bayles

**File Number:** ZMA 2024-07

#### Property Information

**Approximate Address:** 2875 W. 2600 N.

**Zoning:** C-1, R-2, R-3, R-1-10, RE-15, and MPD Overlay Zones

**Existing Land Use:** Vacant Residential

**Proposed Land Use:** Residential and Commercial

#### Adjacent Land Use

<b>North:</b>	Residential and Agricultural	<b>South:</b>	Residential and Agricultural
<b>East:</b>	Residential	<b>West:</b>	Residential and Agricultural

#### Staff Information

**Report Presenter:** Tammy Aydelotte  
taydelotte@webercountyutah.gov  
801-399-8794

**Report Date:** July 9, 2024

### Applicable Ordinances

§102-5: Rezoning Procedures

### Proposal History

This project was first proposed to Weber County early in 2020. The proposal was placed on hold by the applicant pending negotiations with adjacent cities. The applicant is now requesting that the project continue to be processed by the County.

10/12/2021 – Western Weber Planning Commission recommended approval for this rezone request to the Weber County Commission.

9/13/2022 – Weber County Commission issued approval for this rezone request.

6/25/2024 – The applicant submitted a request for an amendment to the development agreement, allowing an additional 275 dwelling units to the previous approval. Each of these additional dwelling units shall be considered 'attainable housing'.

7/9/2024 – Western Weber Planning Commission recommended approval with a modification to staff recommended conditions.

### Summary

This purpose of this application is to amend the recorded development agreement in order to provide for 275 additional attainable housing units within this development, and ensure owner-occupancy of these additional units through deed restriction.

Staff have determined that the applicant's proposal meets Housing Goal 1.1.1, within the Western Weber General Plan, to balance housing opportunities within Unincorporated Weber County. Best planning practices for master planned development, and to provide more housing types that can accommodate the varied populations in Weber County.

The applicant is proposing a couple of significant changes to the existing recorded Development Agreement. Currently, the Developer approval for 725 dwelling units within this development agreement. With this amendment, the applicant is requesting an additional 275 dwelling units (bringing the total within this development to 1,000 units). The Developer is asking that each of these additional 275 units is labeled as an 'attainable' dwelling unit, and is owner-occupied. Owner-occupancy would be ensured through deed-restriction. Planning staff has proposed that the County manage enforcement of conditions in the proposed deed restriction document. The Developer is proposing a base price cap of \$400,000 per attainable unit.

The existing development agreement allows for up to, but not exceeding, 100 total townhome units within the JDC Ranch Development. The Developer is also asking that an additional 100 townhomes be permitted within the project. The Developer is proposing for every certificate of occupancy issued for an attainable housing unit that they be permitted to construct an additional townhome unit. The Developer is proposing that each additional townhome unit be offset by a decrease in the corresponding number of detached, single-family, market-rate homes. This is to ensure that the total number of dwelling units in this project does not exceed 1,000 total units. The Developer has proposed a self-imposed price limitation that the attainable homes shall not be priced at more than \$400,000 per dwelling, with reasonable inflation increases per year. They can do this using existing market pricing because the homes will be smaller starter homes, some without garages. This commitment will be documented in the development agreement and enforced by Weber County. Weber County will look to the Weber Housing Authority for oversight and enforcement. Based on the applicant's self-imposed attainability threshold, which helps the County meet its' housing goals and recommendations in state statute, staff are recommending approval of the increased housing units.

In this report, you will find an analysis of the applicant's proposal, which is accompanied by staff's review and final recommendation. The staff recommendation at the end of the report is intended to be used by the planning commission as a guide to make a planning commission recommendation to the county commission.

Staff is recommending approval of the proposal with an increase to density, in order to allow for various housing types and meet the housing goals in the Western Weber General Plan, with slight modifications to proposed infrastructure.

### **Policy Analysis**

The applicant is not proposing to change the Weber County Zoning map, but rather amend the development agreement tied to the Master Plan Development Overlay Zone. A change to a zoning or development agreement has the potential to change the character of an area. Careful analysis of the change should be considered in order to assure the protection of the overall health, safety, and general welfare of the community.

Each attainable dwelling unit shall be deed restricted, to mandate owner occupancy for a certain period of time. The developer is proposing a ten-year deed restriction. During the Planning Commission and County Commission joint work session on this item there was discussion regarding a 50-year restriction, not a 10 year restriction. Staff is recommending a 20-30 year restriction at the Planning Commission's preference. The required deed restriction will also have a right of first refusal (ROFR) included to allow for a pre-sale priority offering to those who either work within the boundaries of Weber County, or to specific professions within Weber County. In addition to the deed restricting owner-occupancy, staff would ask that the deed restriction to obligate the developer to prioritize housing sales based on the staff recommendations listed below.

### **Western Weber Planning Commission Recommendation**

Western Weber Planning Commission recommended approval of the amendment to the recorded Master Development Agreement, File #ZMA 2024-07 with the following requirements to be executed by means of recording an amended development agreement:

1. The development agreement should limit the number of townhomes to no more than 200 total units, per the stipulations outlined above.
2. The development agreement should limit the total number of housing units to no more than 1000 units. Anything above 725 units shall be attainable.
3. The development agreement shall require a time-specific owner-occupied deed restriction for every attainable housing unit. The deed restriction shall include a list of those groups that have a right of first refusal and include a time restriction of twenty-five years.
4. The deed restriction for the 14-day presale period should prioritize sales of the attainable homes to the best qualified applicants with the in the following order:
  - a) Those who work within the boundaries of Weber County and are first-time homebuyers;

- b) Those who work within the boundaries of Weber County and are active duty military, first responders, or teachers;
  - c) Those who work within the boundaries of Weber County and are other public service sector or non-profit sector employees;
  - d) Any others that work within the boundaries of Weber County;
  - e) Those that do not work within the boundaries of Weber County and are active duty military, first responders, or teachers; then
  - f) Anyone else.
5. The development agreement should allow for necessary flexibility to make minor adjustments to street alignments and widths, as well as open space/parks improvements, on an as-needed basis, to allow for the development of additional residential units.
  6. That all other agency concerns should be accounted for as may be necessary in the development agreement.
  7. **The Christensen Park should provide a two-hole restroom, per gender and off-street parking at 25 spaces.**

This recommendation is based on the following findings:

1. The proposal offers public recreation, shopping, jobs, and has the potential to offer a mixture of housing options, all cornerstones of sustainable community planning principles.
2. The impacts of the development on adjacent landowners is proposed to be appropriately minimized by buffering similar land uses, and screening higher density housing from view by locating it in the middle of the project.
3. The development is not detrimental to the overall health, safety, and welfare of the community.

### Staff Recommendation

If the County Commission supports the proposed amendment, then staff recommends that the County Commission forward a positive recommendation to the County Commission for the rezone, specifically the amendment to the recorded Master Development Agreement, File #ZMA 2024-07 with the following requirements to be executed by means of recording an amended development agreement:

1. The development agreement should limit the number of townhomes to no more than 200 total units, per the stipulations outlined above.
2. The development agreement should limit the total number of housing units to no more than 1000 units.
3. The development agreement shall require a time-specific owner-occupied deed restriction for every attainable housing unit. The deed restriction shall include a list of those groups that have a right of first refusal.
4. The deed restriction for the 14-day presale period should prioritize sales of the attainable homes to the best qualified applicants in the following order:
  - a) Those who work within the boundaries of Weber County and are first-time homebuyers; are active duty military, first responders, teachers, public service sector or non-profit sector employees;
  - b) Anyone else.
5. The development agreement should allow for necessary flexibility to make minor adjustments to street alignments and widths, as well as open space/parks improvements, on an as-needed basis, to allow for the development of additional residential units.
6. That all other agency concerns should be accounted for as may be necessary in the development agreement.

This recommendation is based on the following findings:

4. The proposal offers public recreation, shopping, jobs, and has the potential to offer a mixture of housing options, all cornerstones of sustainable community planning principles.
5. The impacts of the development on adjacent landowners is proposed to be appropriately minimized by buffering similar land uses, and screening higher density housing from view by locating it in the middle of the project.
6. The development is not detrimental to the overall health, safety, and welfare of the community.

### Exhibits

Exhibit A: Staff Report to the Western Weber Planning Commission

Exhibit B: Proposed Amendments to the Executed Development Agreement for JDC Ranch Development

## EXHIBIT A

### Application Information

**Application Request:** To hold a public hearing, and consider and take action on file ZMA2024-07, an application to amend a development agreement located at approximately 2875 W. 2600 N. that includes the following zoning: C-1, R-2, R-3, R-1-10, RE-15, and Master Planned Development (MPD) Overlay Zones.

**Agenda Date:** Tuesday, July 09, 2024

**Applicant:** JDC Ranch Properties, Nilson Homes Agent: Bryan Bayles

**File Number:** ZMA 2024-07

### Property Information

**Approximate Address:** 2875 W. 2600 N.

**Zoning:** C-1, R-2, R-3, R-1-10, RE-15, and MPD Overlay Zones

**Existing Land Use:** Vacant Residential

**Proposed Land Use:** Residential and Commercial

### Adjacent Land Use

<b>North:</b>	Residential and Agricultural	<b>South:</b>	Residential and Agricultural
<b>East:</b>	Residential	<b>West:</b>	Residential and Agricultural

### Staff Information

**Report Presenter:** Tammy Aydelotte  
taydelotte@webercountyutah.gov  
801-399-8794

**Report Date:** July 9, 2024

### Applicable Ordinances

§102-5: Rezoning Procedures

### Proposal History

This project was first proposed to Weber County early in 2020. The proposal was placed on hold by the applicant pending negotiations with adjacent cities. The applicant is now requesting that the project continue to be processed by the County.

10/12/2021 – Western Weber Planning Commission recommended approval for this rezone request to the Weber County Commission.

9/13/2022 – Weber County Commission issued approval for this rezone request.

6/25/2024 – The applicant submitted a request for an amendment to the development agreement, allowing an additional 275 dwelling units to the previous approval. Each of these additional dwelling units shall be considered 'attainable housing'.

### Legislative Decisions

When the Planning Commission is acting as a recommending body to the County Commission, it is acting in a legislative capacity and has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning Commission give a recommendation to the County Commission. For this circumstance, criteria for recommendations in a legislative matter require compatibility with the general plan and existing ordinances.

### Summary

This purpose of this application is to amend the recorded development agreement in order to provide for 275 additional attainable housing units within this development

Staff have determined that the applicant's proposal meets Housing Goal 1.1.1, within the Western Weber General Plan, to balance housing opportunities within Unincorporated Weber County. Best planning practices for master planned development, and to provide more housing types that can accommodate the varied populations in Weber County.

The applicant has proposed a self-imposed price limitation that the attainable homes shall not be priced at more than \$400,000 per dwelling, with reasonable inflation increases per year. They can do this using existing market pricing because the homes will be smaller starter homes, some without garages. This commitment will be documented in the development agreement and enforced by Weber County. Weber County will look to the Weber Housing Authority for oversight and enforcement. Based on the applicant's self-imposed attainability threshold, which helps the County meet its' housing goals and recommendations in state statute, staff are recommending approval of the increased housing units.

In this report, you will find an analysis of the applicant's proposal, which is accompanied by staff's review and final recommendation. The staff recommendation at the end of the report is intended to be used by the planning commission as a guide to make a planning commission recommendation to the county commission.

Staff is recommending approval of the proposal with an increase to density, in order to allow for various housing types and meet the housing goals in the Western Weber General Plan, with slight modifications to proposed infrastructure.

### Policy Analysis

The applicant is not proposing to change the Weber County Zoning map, but rather amend the development agreement tied to the Master Plan Development Overlay Zone. A change to a zoning or development agreement has the potential to change the character of an area. Careful analysis of the change should be considered in order to assure the protection of the overall health, safety, and general welfare of the community. Rezones may not always be optimally beneficial to everyone affected. The rezone process is a time in which the county should try to anticipate whether the detriments to some are appropriately and reasonably mitigated and balanced with the overall desired community outcomes. Figure 1 provides a proximity map of the area.

**Zoning.** The current zone of the subject parcels are C-1, R-2, R-3, R-1-10, RE-15, and MPD Overlay Zones. This is not proposed to change.

**Figure 2B: Current Zoning Map and the Subject Parcel(s).**



The following were studied by staff when performing an analysis of the application submitted by the developer:

*Housing Goal #2, Principle 2.1 (Western Weber General Plan pg. 83): Encourage residential development projects to incorporate a mix of housing sizes, types, and prices while aligning with neighborhood design standards and supporting community sustainability.*

*Housing Action Item 2.1.1 (Western Weber General Plan pg. 83): Amend cluster, PRUD, and Master Planned Development Overlay Zone ordinances to require a variety of housing types in development projects larger than 10 acres. Monitor this number and price variability in development projects to determine whether it is either overly burdensome on the development community or impractical in achieving the desired outcome of a mix of available housing types and price ranges, and adjust the unit threshold as necessary based on the location of the development in relation to the future land use map.*

The Developer is proposing a variety of more affordable housing types with smaller footprints and optional features such as garages and unfinished basements. These features can be used as tool, specifically by first-time homebuyers, towards building wealth and equity as they can choose to install/build these at a later date. As the population continues to grow within Weber County, and companies continue to develop within the County and create more jobs, it is becoming increasingly necessary to provide more affordable housing for the local population, in order to allow for better quality of life that has shorter commutes for employees, more time with families, and stronger ties to their communities.

With the addition of 275 dwelling units, the developer finds it necessary to modify interior street widths, the shape of park areas/open space, and drainage locations. The developer is also proposing the conversion of detached single-family dwellings into townhomes, to allow for the space needed for the additional density. The developer is proposing converting up to 100 single-family dwellings into townhomes (1:1). For each attainable housing unit that receives a certificate of occupancy, the developer would be granted a single conversion of a market-rate detached dwelling to a townhome.

Each attainable dwelling unit shall be deed restricted, to mandate owner occupancy for a certain period of time. The developer is proposing a ten-year deed restriction. During the Planning Commission and County Commission joint work session on this item there was discussion regarding a 50-year restriction, not a 10 year restriction. Staff is recommending a 20-30 year restriction at the Planning Commission's preference. The required deed restriction will also have a right of first refusal (ROFR) included to allow for a pre-sale priority offering to those who either work within the boundaries of Weber County, or to specific professions within Weber County. In addition to the deed restricting owner-occupancy, staff would ask that the deed restriction to obligate the developer to prioritize housing sales based on the staff recommendations listed below.

### **Staff Recommendation**

If the Planning Commission supports the proposed amendment, then staff recommends that the Planning Commission forward a positive recommendation to the County Commission for the rezone, specifically the amendment to the recorded Master Development Agreement, File #ZMA 2024-07 with the following requirements to be executed by means of recording an amended development agreement:

8. The development agreement should limit the number of townhomes to no more than 200 total units, per the stipulations outlined above.
9. The development agreement should limit the total number of housing units to no more than 1000 units.
10. The development agreement shall require a time-specific owner-occupied deed restriction for every attainable housing unit. The deed restriction shall include a list of those groups that have a right of first refusal.
11. The deed restriction for the 14-day presale period should prioritize sales of the attainable homes to the best qualified applicants with the in the following order:
  - a) Those who work within the boundaries of Weber County and are first-time homebuyers;
  - b) Those who work within the boundaries of Weber County and are active duty military, first responders, or teachers;
  - c) Those who work within the boundaries of Weber County and are other public service sector or non-profit sector employees;
  - d) Any others that work within the boundaries of Weber County;
  - e) Those that do not work within the boundaries of Weber County and are active duty military, first responders, or teachers; then
  - f) Anyone else.
12. The development agreement should allow for necessary flexibility to make minor adjustments to street alignments and widths, as well as open space/parks improvements, on an as-needed basis, to allow for the development of additional residential units.
13. That all other agency concerns should be accounted for as may be necessary in the development agreement.

This recommendation is based on the following findings:

7. The proposal offers public recreation, shopping, jobs, and has the potential to offer a mixture of housing options, all cornerstones of sustainable community planning principles.
8. The impacts of the development on adjacent landowners is proposed to be appropriately minimized by buffering similar land uses, and screening higher density housing from view by locating it in the middle of the project.
9. The development is not detrimental to the overall health, safety, and welfare of the community.

## Exhibits

Exhibit A: Application and Narrative.

Exhibit B: Amended Exhibits Submitted by Applicant

Exhibit C: Amendment with Planning Commission Proposed Changes

## Exhibit A – Application and Narrative

### JDC Zoning Agreement Amendment

+ Add Follower

Change Status

Change Review Due Date

Edit Project

**Address:** Approximately 2700 N 2700 W, Weber County, UT, 84404  
**Maps:** [Google Maps](#)  
**Project Type:** Zoning Map Amendments  
**Sub Type:** Zoning Map Amendments  
**Created By:** [Steven Anderson](#)  
**Created On:** 6/14/2024

**Project Status:** Accepted  
**Status Date:** 6/25/2024  
**File Number:** ZMA2024-07  
**Project Manager:** [Tammy Aydelotte](#)

Application

Documents 6

Comments 1

Reviews 0

Followers 3

History

Reminder 0

Payments 1

Internal 0

### Application

+ Add Building

+ Add Parcel

+ Add a Contractor

Edit Application

Print

Building Permit

Project Description

JDC Ranch Development Agreement

Property Address

Approximately 2700 N 2700 W  
Weber County, UT, 84404

Property Owner

Steve Anderson  
801-430-3996  
[steve.anderson@nilsonld.com](mailto:steve.anderson@nilsonld.com)

Representative

--

Accessory Dwelling Unit

False

Current Zoning

Subdivision Name

Number of new lots being created

0

Lot Number

Lot Size

Frontage

Culinary Water Authority

Secondary Water Provider

Sanitary Sewer Authority

Nearest Hydrant Address

Signed By

Owner, Steve Anderson

The JDC Ranch Subdivision Development Agreement was approved in December of 2022. The total number of units entitled was 725. Since that time, in response to the attainable housing crisis in our county, the developer has worked with state and local officials to develop a plan to provide integrated, attainable, owner-occupied starter homes within the JDC Ranch Community.

This application is to amend the DA to include language defining attainable starter homes, providing a mechanism for deed-restriction for owner occupancy, and laying out the process by which up to 275 additional homes (all of which will be detached, owner-occupied, and attainable) may be built in the JDC Ranch development. The application includes amended exhibits reflecting the above proposals.





# JDC Ranch Development Report

## EXHIBIT L

Date:	Phase:	Housing Category	Not to Exceed Units (Cap)	Subcategory	Subcategory Not to Exceed Units (Cap)	*Attainable Units with Certificate of Occupancy to Date	Units Approved to Date	Units in This Phase	Total Cap Units Remaining	Notes
		Attainable Homes	275	n/a	n/a	n/a	0	0	275	
		Market Rate Homes	725	n/a	n/a	n/a	0	0	725	
				Tripartite (Basic)	100	n/a	0	0	100	
				Tripartite Bonus*	100	n/a	0	0	100	
				Attached Cottages	200	n/a	0	0	200	
				Other	75	n/a	0	0	75	
<b>TOTAL UNITS:</b>			<b>1000</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>1000</b>	

\*Overhome bonus units will be available for development on a one-to-one basis with attainable single-family homes. For every attainable single-family home for which a certificate of occupancy is issued, one bonus tripartite is entitled, in accordance with the terms of the First Amendment to the Master Development Agreement for JDC Ranch.

## EXHIBIT B

### Applicant Proposed Changes

# FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT FOR JDC RANCH

This *First Amendment to Master Development Agreement for JDC Ranch* (“**Amendment**”) is entered into by and between WEBER COUNTY, a political subdivision of the State of Utah (“**County**”) and JDC COMMUNITY, LLC, a Utah limited liability company (“**Master Developer**”) effective as of the date signed by all parties as indicated on the signature pages below (“**Effective Date**”).

## RECITALS

A. The County and Master Developer entered into a *Master Development Agreement for JDC Ranch* on or about August 29, 2023 (“**MDA**”), with respect to the development of land located in an unincorporated area within the County’s boundaries (as more particularly described in the MDA, the “**Project**” or the “**Property**”). The Property is more particularly described on **Exhibit 1-A** attached hereto.

B. The MDA was recorded against the Property in the office of the Weber County Recorder on September 8, 2023, as Entry No. 3297397.

C. The parties now wish to make certain modifications to the MDA as set forth in this Amendment.

D. Section 18 of the MDA provides the process by which the parties may amend the MDA and the parties have complied with that process including review and recommendation by the Weber County Planning Commission and approval by the County Commissioners.

## AGREEMENT

NOW THEREFORE, in exchange for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. Recitals. The foregoing Recitals are incorporated into and made part of the parties’ agreement by this reference.

2. Defined Terms. Capitalized terms used herein, but not otherwise defined in this Amendment, shall have the meaning given to such terms in the MDA.

3. Residential Dwelling Units. Notwithstanding any contrary provision of the MDA, including, without limitation, Section 4.1 of the MDA, the original version of Exhibit B to the MDA, or the original version of Exhibit D to the MDA, the Total Approved Residential Units may be increased beyond Seven Hundred Twenty-Five (725) Residential Dwelling Units subject to the following conditions.

3.1. Additional Residential Dwelling Units. The additional Residential Dwelling Units allowed by this Amendment (“**Additional Units**”) shall mean up to Two Hundred Seventy-Five (275) Residential Dwelling Units. Thus, for the avoidance doubt, on and after the Effective Date, the Total

Approved Residential Units shall be One Thousand (1,000) Residential Dwelling Units. Notwithstanding the allocation of Residential Dwelling Units shown on the original version of Exhibit D to the MDA, Master Developer may develop the Additional Units in any portion of the Project.

3.2. Type of Residential Dwelling Units. Any Additional Units which are constructed within the Project must be detached, single-family structures.

3.3. Integration. The Additional Units must be integrated into the Project in such a way that no more than eighty percent (80%) of the Residential Dwelling Units in any Village, as designated on Exhibit D, page 1, shall be Additional Units.

3.4. Attainable. Each of the Additional Units must be an attainable Residential Dwelling Unit. As used in this Amendment, the term “attainable” means that the initial base purchase price (meaning the base price for such Residential Dwelling Unit, excluding: (a) garages; (b) basements; (c) upgrades; or (d) extras) for such Residential Dwelling Unit must not exceed Four Hundred Thousand Dollars (\$400,000.00); provided that such purchase price cap may increase annually by the greater of the following:

- a. The year-over-year percentage increase of the Weber County Annual Median Income (“**AMI**”) as published by the United States Census Bureau;
- b. The year-over-year percentage increase of the Federal Reserve Bank of St. Louis Producer Price Index by Commodity: Special Indexes: Construction Materials (“**PPI:CM**”); or
- c. Three percent (3%).

3.5. Any upgrades or modifications to the unit which are selected by the initial homebuyer will not be restricted or limited by such purchase price cap. By mutual agreement of Developer and Administrator, the parties may determine an alternative method of calculating the annual purchase price cap increase provided for in this section. Any such agreement by Developer and Administrator will be an allowable administrative action, as contemplated in Section 17.1 of the MDA, will not be considered a modification of the MDA, and will not be subject to Section 18 of the MDA.

3.6. Owner-Occupied Restriction. Each of the Additional Units must be owner-occupied for a period of Ten (10) years following the Effective Date of this Amendment. As used in this Amendment, the term “owner-occupied” means that a Residential Dwelling Unit is occupied by the owner of such Residential Dwelling Unit as such owner’s primary residence and domicile. To ensure the Additional Units remain owner-occupied during such Ten (10) year term, Master Developer agrees that at or prior to the first residential closing of each of the Additional Units, Master Developer will record, or cause to be recorded, a deed restriction (“**Deed Restriction**”) to be recorded against each such Additional Unit. The Deed Restriction shall be substantially in the form attached hereto as **Exhibit 1-B**.

4. Increase in the Number of Townhomes. Notwithstanding any contrary provision of the MDA, including with limitation, Section 4.1 of the MDA or the current Exhibit D to the MDA, the parties agree that the number of townhomes or row houses allowed within the Project may be increased beyond One Hundred (100) as provided in this Section. For each attainable Residential Dwelling Unit which is

completed within the Project and for which a certificate of occupancy is issued, One (1) additional townhome or row house may be constructed within the Project, up to a maximum of One Hundred (100) additional townhomes or row houses. Construction of the additional townhome or row house permitted by this Section may commence as soon as a certificate of occupancy for the corresponding attainable Residential Dwelling Unit has been issued. By way of example and for the avoidance of doubt, when One Hundred (100) attainable Residential Dwelling Units have been constructed within the Project, and certificates of occupancy have been issued, a total of Two Hundred (200) townhomes or row houses will be permitted within the Project. Notwithstanding the foregoing, each additional townhome or row house must be offset by a decrease in the number of detached, single-family Residential Dwelling Units which may be constructed within the Project so that the no more than One Thousand (1,000) Residential Dwelling Units are constructed within the Project.

5. Expedited Building Permit Approval. Notwithstanding any contrary provision of the MDA, the parties agree that Master Developer will submit to the County one or more example plans for each product type of Residential Dwelling Unit to be constructed within the Project (each such example a “**Standard Product Type Plan**”). Once the County has evaluated and approved a Standard Product Type Plan as being compliant with the MDA and, as applicable, the County’s Vested Laws, the County shall maintain a “card file” containing the Standard Product Type Plan for each product type. Thereafter, any building permit application will receive an expedited review with the County only confirming such application’s consistency with the applicable Standard Product Type Plan. If the application is consistent with the applicable Standard Product Type Plan, a building permit will be issued immediately.

6. Revised Exhibits. The parties agree that certain Exhibits to the MDA will be amended and restated in their entirety. Specifically, Exhibit 1-C hereto contains revised versions of the following exhibits to the MDA: Exhibit B, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, Exhibit I, Exhibit J, and Exhibit L. On and after the Effective Date of this Amendment, any reference in the MDA to such exhibits shall be deemed to be referring to the revised versions attached to this Amendment.

7. Scope of Changes. Except as expressly modified by this Amendment, all terms and conditions of the MDA, shall be unchanged and shall be deemed in full force and effect. To the extent any provision of this Amendment conflicts with a provision of the MDA, the terms of this Amendment will control.

8. Binding Effect. Upon full execution by the parties, this Amendment shall be binding on the parties and their successors, heirs, and permitted assigns, and shall run with the land.

9. Counterparts. This Amendment may be executed in one or more counterparts all of which, taken together, shall constitute one and the same instrument.

10. Required Approvals. The parties acknowledge that the required approvals for this Amendment, including approval by the Weber County Planning Commission and the Weber County Commission, have been obtained after notice and public meeting when required.

*[End of Amendment. Signature Pages Follow.]*

**EXHIBIT C**  
**Western Weber Planning Commission Proposed Changes**

**FIRST AMENDMENT TO**  
**MASTER DEVELOPMENT AGREEMENT**  
**FOR JDC RANCH**

This *First Amendment to Master Development Agreement for JDC Ranch* (“**Amendment**”) is entered into by and between WEBER COUNTY, a political subdivision of the State of Utah (“**County**”) and JDC COMMUNITY, LLC, a Utah limited liability company (“**Master Developer**”) effective as of the date signed by all parties as indicated on the signature pages below (“**Effective Date**”).

**RECITALS**

E. The County and Master Developer entered into a *Master Development Agreement for JDC Ranch* on or about August 29, 2023 (“**MDA**”), with respect to the development of land located in an unincorporated area within the County’s boundaries (as more particularly described in the MDA, the “**Project**” or the “**Property**”). The Property is more particularly described on **Exhibit 1-A** attached hereto.

F. The MDA was recorded against the Property in the office of the Weber County Recorder on September 8, 2023, as Entry No. 3297397.

G. The parties now wish to make certain modifications to the MDA as set forth in this Amendment.

H. Section 18 of the MDA provides the process by which the parties may amend the MDA and the parties have complied with that process including review and recommendation by the Weber County Planning Commission and approval by the County Commissioners.

**AGREEMENT**

NOW THEREFORE, in exchange for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

11. **Recitals**. The foregoing Recitals are incorporated into and made part of the parties’ agreement by this reference.

12. **Defined Terms**. Capitalized terms used herein, but not otherwise defined in this Amendment, shall have the meaning given to such terms in the MDA.

13. **Residential Dwelling Units**. Notwithstanding any contrary provision of the MDA, including, without limitation, Section 4.1 of the MDA, the original version of Exhibit B to the MDA, or the original version of Exhibit D to the MDA, the Total Approved Residential Units may be increased beyond Seven Hundred Twenty-Five (725) Residential Dwelling Units subject to the following conditions.

3.7. **Additional Residential Dwelling Units**. The additional Residential Dwelling Units allowed by this Amendment (“**Additional Units**”) shall mean up to Two Hundred Seventy-Five (275) Residential Dwelling Units. Thus, for the avoidance doubt, on and after the Effective Date, the Total

Approved Residential Units shall be One Thousand (1,000) Residential Dwelling Units. Notwithstanding the allocation of Residential Dwelling Units shown on the original version of Exhibit D to the MDA, Master Developer may develop the Additional Units in any portion of the Project.

3.8. Type of Residential Dwelling Units. Any Additional Units which are constructed within the Project must be detached, single-family structures.

3.9. Integration. The Additional Units must be integrated into the Project in such a way that no more than eighty percent (80%) of the Residential Dwelling Units in any Village, as designated on Exhibit D, page 1, shall be Additional Units.

3.10. Attainable. Each of the Additional Units must be an attainable Residential Dwelling Unit. As used in this Amendment, the term “attainable” means that the initial base purchase price (meaning the base price for such Residential Dwelling Unit, excluding: (a) garages; (b) basements; (c) upgrades; or (d) extras) for such Residential Dwelling Unit must not exceed Four Hundred Thousand Dollars (\$400,000.00); provided that such purchase price cap may increase annually by the greater of the following:

- a. The year-over-year percentage increase of the Weber County Annual Median Income (“**AMI**”) as published by the United States Census Bureau;
- b. The year-over-year percentage increase of the Federal Reserve Bank of St. Louis Producer Price Index by Commodity: Special Indexes: Construction Materials (“**PPI:CM**”); or
- c. Three percent (3%).

3.11. Any upgrades or modifications to the unit which are selected by the initial homebuyer will not be restricted or limited by such purchase price cap. By mutual agreement of Developer and Administrator, the parties may determine an alternative method of calculating the annual purchase price cap increase provided for in this section. Any such agreement by Developer and Administrator will be an allowable administrative action, as contemplated in Section 17.1 of the MDA, will not be considered a modification of the MDA, and will not be subject to Section 18 of the MDA.

3.12. Owner-Occupied Restriction. Each of the Additional Units must be owner-occupied for a period of Twenty-five (25) years following the Effective Date of this Amendment. As used in this Amendment, the term “owner-occupied” means that a Residential Dwelling Unit is occupied by the owner of such Residential Dwelling Unit as such owner’s primary residence and domicile. To ensure the Additional Units remain owner-occupied during such Twenty-five (25) year term, Master Developer agrees that at or prior to the first residential closing of each of the Additional Units, Master Developer will record, or cause to be recorded, a deed restriction (“**Deed Restriction**”) to be recorded against each such Additional Unit. The Deed Restriction shall be substantially in the form attached hereto as **Exhibit 1-B**.

3.13. Priority Sales of Additional Units. Each of the Additional Units must be offered for sale for 14 days prior to final acceptance of any offer by Master Developer. The 14 day period shall be for the purpose of receiving multiple offers from various interested buyers. Of the submitted offers,

Master Developer shall prioritize offers in accordance with the following priorities, listed in order of highest priority. If only one offer is made within the 14 day period, Master Developer may accept that offer provided compliance with all other Master Developer's obligations herein. Multiple offers made from similarly prioritized prospective buyers shall be selected in the order in which they are received. Prior to final acceptance of an offer, Master Developer shall provide Weber County with the list of offers received, disclosure of the occupation and primary location of work of all offerees, and provide identification of the selected offeree. Master Developer shall provide Weber County with sufficient information that allows Weber County to verify Master Developer's compliance with this Paragraph 3.7., including sufficient information about each offeree's employment, primary place of work, legal name(s). Weber County shall be given seven (7) calendar days to verify occupation and primary place of work of the list of offerees. If Weber County cannot verify compliance with this Section 3.7, Weber County shall notify Master Developer on the same day of the discovery, at which time Master Developer shall select a different offer in accordance with the findings of Weber County. If seven (7) calendar days expires and Master Developer has received no response from Weber County, then Master Developer's selected offer shall be deemed acceptable by Weber County. No offer that is greater than the "attainable" threshold identified in Paragraph 3.4 shall be accepted by Master Developer. Master Developer agrees that Weber County may use any verification means at its disposal to verify compliance with this Section 3.7, provided all of County's obligations herein are upheld. Prioritizing offers shall be as follows:

- a. First time homebuyers whose primary location of work is within the boundaries of Weber County;
- b. Active duty military;
- c. First responders and teachers whose primary location of work is within the boundaries of Weber County;
- d. Public service employees whose primary location of work is within the boundaries of Weber County;
- e. First time homebuyers without preference of work location;
- f. First responders and teachers without preference of work location;
- g. Any others without preference of occupation and work location.

14. Increase in the Number of Townhomes. Notwithstanding any contrary provision of the MDA, including with limitation, Section 4.1 of the MDA or the current Exhibit D to the MDA, the parties agree that the number of townhomes or row houses allowed within the Project may be increased beyond One Hundred (100) as provided in this Section. For each attainable Residential Dwelling Unit which is completed within the Project and for which a certificate of occupancy is issued, One (1) additional townhome or row house may be constructed within the Project, up to a maximum of One Hundred (100) additional townhomes or row houses. Construction of the additional townhome or row house permitted by this Section may commence as soon as a certificate of occupancy for the corresponding attainable Residential Dwelling Unit has been issued. By way of example and for the avoidance of doubt, when One Hundred (100) attainable Residential Dwelling Units have been constructed within the Project, and certificates of occupancy have been issued, a total of Two Hundred (200) townhomes or row houses will be permitted within the Project. Notwithstanding the foregoing, each additional townhome or row house



must be offset by a decrease in the number of detached, single-family Residential Dwelling Units which may be constructed within the Project so that the no more than One Thousand (1,000) Residential Dwelling Units are constructed within the Project.

15. Expedited Building Permit Approval. Notwithstanding any contrary provision of the MDA, the parties agree that Master Developer will submit to the County one or more example plans for each product type of Residential Dwelling Unit to be constructed within the Project (each such example a “**Standard Product Type Plan**”). Once the County has evaluated and approved a Standard Product Type Plan as being compliant with the MDA and, as applicable, the County’s Vested Laws, the County shall maintain a “card file” containing the Standard Product Type Plan for each product type. Thereafter, any building permit application will receive an expedited review with the County only confirming such application’s consistency with the applicable Standard Product Type Plan. If the application is consistent with the applicable Standard Product Type Plan, a building permit will be issued immediately.

16. Revised Exhibits. The parties agree that certain Exhibits to the MDA will be amended and restated in their entirety. Specifically, **Exhibit 1-C** hereto contains revised versions of the following exhibits to the MDA: Exhibit B, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, Exhibit I, Exhibit J, and Exhibit L. On and after the Effective Date of this Amendment, any reference in the MDA to such exhibits shall be deemed to be referring to the revised versions attached to this Amendment.

17. Scope of Changes. Except as expressly modified by this Amendment, all terms and conditions of the MDA, shall be unchanged and shall be deemed in full force and effect. To the extent any provision of this Amendment conflicts with a provision of the MDA, the terms of this Amendment will control.

18. Binding Effect. Upon full execution by the parties, this Amendment shall be binding on the parties and their successors, heirs, and permitted assigns, and shall run with the land.

19. Counterparts. This Amendment may be executed in one or more counterparts all of which, taken together, shall constitute one and the same instrument.

20. Required Approvals. The parties acknowledge that the required approvals for this Amendment, including approval by the Weber County Planning Commission and the Weber County Commission, have been obtained after notice and public meeting when required.

*[End of Amendment. Signature Pages Follow.]*