

ORDINANCE NO. 22-2022

AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING THE THIRD AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE GREEN FARM PROJECT; AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY; AUTHORIZING THE MAYOR TO SIGN THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1 - Recitals:

WHEREAS, the City of West Haven (“City”) is a municipal corporation duly organized and existing under the laws of Utah; and

WHEREAS, the City Council finds that in conformance with UC §10-3-702, the governing body of the City may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by the laws of the State of Utah or any other provision of law; and,

WHEREAS, the City and Green Farm Community, LLC, entered into a Master Development Agreement relating to the Green Farm Project (hereinafter the “MDA”) effective as of May 2, 2017; and

WHEREAS, the Parties amended the MDA in November 2018 (the “First Amendment”) and again in July 2019 (the “Second Amendment”).

WHEREAS, on July 13, 2022, the City issued a Notice of Default Letter to Master Developer with regard to several development issues and deficiencies relating to the Green Farm Project; and

WHEREAS, the Parties promptly met to resolve all of the issues outlined in the Notice of Default Letter and are executing this Third Amendment to document the resolution of those issues and to amend the MDA and First and Second Amendments, as needed to reflect these new agreements; and

WHEREAS, the City Council finds that the planning commission has held a public hearing on the Third Amendment to the Master Development Agreement for the Green Farm Project (“Agreement”) and has recommended adoption of the Agreement to the City Council; and,

WHEREAS, the City Council finds that under Utah Code §10-9a-305(8)(a) and §10-9a-509, the City Council may lawfully adopt development plans and schedules by ordinance as recommended by the Planning Commission; and,

WHEREAS, upon petition to and based on the recommendation of the West Haven City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed Agreement; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF WEST HAVEN, UTAH:

1. The Third Amendment to the Master Development Agreement, complete with all exhibits, for the Green Farm Project, attached as **Attachment "A"**, and fully incorporated by this reference, is approved and adopted.
2. That the City Manager is authorized to sign any and all documents necessary to effect this Agreement, including signing the Agreement itself.
3. That the Mayor is authorized to sign this Ordinance.

The foregoing recitals are fully incorporated herein.

Section 2 - Repealer of Conflicting Enactments:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.

Section 3 - Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:

If any provision of this Ordinance be held or deemed or will be invalid, inoperative or unenforceable, such invalidity will not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of West Haven City.

Section 5 - Date of Effect

BE IT FURTHER ORDAINED this Ordinance will become effective on the 21st day of September, 2022, and after publication or posting as required by law.

DATED this 21st day of September, 2022.

WEST HAVEN, a municipal corporation

by: _____
Mayor Rob Vanderwood

Attested and recorded

Emily Green
City Recorder

DRAFT

Attachment "A" _____

**THIRD AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT AND ALL
EXHIBITS FOR THE GREEN FARM PROJECT**

DRAFT

When Recorded Return to:

Third Amendment to Master Development Agreement
Green Farm Project, West Haven Utah

This Third Amendment to the Master Development Agreement (the “**Third Amendment**”) is made effective this ____ day of September ____, 2022 between West Haven City (the “**City**”) and Green Farm Community, LLC, a Utah limited liability company (“**Developer**”) relating to the long-term, mixed-use master-planned project known as The Green Farm (the “**Project**”). The City and the Developer may hereinafter be referred to individually as the “**Party**” and collectively as the “**Parties**”.

RECITALS

- A. The Parties entered into a Master Development Agreement relating to the Project effective as of May 2, 2017 (the “**Master Development Agreement**”).
- B. The Parties amended the MDA in November 2018 (the “**First Amendment**” and again in July 2019 (the “**Second Amendment**”).
- C. The Master Development Agreement, including the First Amendment and Second Amendment thereto, may hereinafter be referred to collectively as the “**MDA**”.
- D. On July 13, 2022, the City issued a notice of default letter to Master Developer with regard to several development issues relating to the Project (the “**Letter**”).
- E. The Parties promptly met to resolve all of the issues outlined in the Letter and are executing this Third Amendment to document the resolution of those issues and to amend the MDA as needed to reflect these new agreements.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by the Parties as follows:

1. **Commercial Parcel Development.** “Section 4.6 Development of Commercial Parcels” of the Master Development Agreement is hereby deleted and replaced with the following paragraph:
 - a. “4.6. *Development of Commercial Parcels. The Parties understand and agree that:*
 - i. *portions of Parcel A shall be designated as MZ-Mixed Use with Commercial Overlay (as described and depicted in **Exhibit A** attached hereto and incorporated herein which shall supplement figure 2 of the MDA). Development of the commercial areas of the Parcel and residential portion of Parcel A shall be developed consistent with the MZ-Zone Commercial Overlay, the Master Plan and this MDA.*
 - ii. *all of Parcel B has been developed for residential use consistent with development plans properly approved and agreed to by the Parties” (as described and depicted in **Exhibit B** attached hereto and incorporated herein and which shall amend and supplement Exhibit B of the Second Amendment.)”*
2. **Accounting for Residential Units.** “Section 4.3 Accounting for Residential Units on Parcels Developed by Master Developer” of the Master Development Agreement is hereby deleted and replaced with the following paragraph:
 - a. “4.3. *Accounting for Residential Units on Parcels Developed by Master Developer.*” Upon delivery to the City of a proposed Preliminary Plat or Commercial Site Plan for review, Master Developer shall provide the City a Development Report in the format of the attached chart referred to as **Exhibit C**, containing all of said information updated to the date of the most recent recordation.”
3. **Development of Certain Open Space and Parks.** All references in the MDA relating to the location, timing for improvement and dedication of Open Space (including but not limited to Section 8.2 relating to the dedication and Ownership of Open Space, Pocket Parks and Trails and page 2 of the First Amendment as well as the Neighborhood Park in Plat C) are hereby modified to the extent necessary to address the following issues and terms:
 - a. “8.2 *Dedication and Ownership of Open Space, Pocket Parks and Trails. The Parties agree that the Open Space Areas comprising approximately 73.6 acres shown on the attached Concept Plan Map labeled **Exhibit D**, exceeds the required acres of Open Space. While Exhibit D includes both the former Exhibit B from the Master Development Agreement and the newly revised Concept Plan Map, the newly revised Concept Plan Map contains the latest version of the Open Space plan and the Parties agree it controls. The*

improvements shown on the new Concept Plan Map attached as Exhibit D shall be made and dedicated as follows:

- i. **Open Space Area 1-4 and 6 shown on Exhibit D** shall be improved as follows, and each shall be dedicated to the City as public Open Space following improvement, as described more fully below:
 1. **Hard scape (e.g., concrete, asphalt, pickle ball courts, etc.)**
 - a. Area 1: 12/31/22 (improvement and dedication)
 - i. Dry stream bed, weed barrier, cobble, grading, and trails (trails crossing irrigation easement are subject to timely third-party approval)
 - b. Area 2: 12/31/22 (dedication anticipated 6/1/23)
 - i. Trails and grading
 - c. Area 3: 12/31/22 (dedication anticipated 6/1/23)
 - i. Parking lot, concrete walkways, trails, hammerhead, playground equipment, and pickleball courts (including fencing and lighting)
 - d. Area 4: 12/31/22 (improvement and dedication)
 - i. Trails and grading
 - e. Area 6: 12/31/23 (improvement and dedication)
 - i. Pond excavation and trails
 2. **Plants, vegetation, trees, mulch and grass**
 - a. Area 1: 12/31/22 (improvement and dedication)
 - b. Area 2: 12/31/22 (dedication anticipated 6/1/23)
 - c. Area 3: 12/31/22 (dedication anticipated 6/1/23)
 - d. Area 4: 12/31/22 (improvement and dedication)
 - e. Area 6: 12/31/23 (improvement and dedication)
 3. **Water feature and pavilions**
 - a. Area 1: 6/1/23 (improvement and dedication)
 4. As described above, dedication of Areas 2 and 3 is anticipated by 6/1/23 assuming the grass has been established to the degree it can be mowed.
 5. If the grass has not been established to the degree it can be mowed by 6/1/23, then the parties shall meet in good faith to discuss and agree upon mutually acceptable alternatives for dedication and how to proceed."
- ii. All plant and vegetation improvements are subject to extension if approval by Weber Basin of sufficient irrigation water to sustain same is not timely achieved.
- iii. All hardscape dates are subject to extension due to material shortages and supply chain concerns which Developer cannot

control. Developer to provide documentation from suppliers confirming material shortages.

iv. Developer agrees to maintain Open Space through the time it is dedicated to the City.

b. An Improvement Agreement generally in the form attached hereto as **Exhibit G** and relating to funding for Open Space improvements located in Areas 1, 2, 3 and 4 (except Community Center improvements which will be addressed in Section 4 below) shall be made effective on 10/1/2022 and in the amount of Two Million, Two Hundred Forty-Four Thousand, Three Hundred Ninety-Two dollars and 91/100 (\$2,244,392.91).

c. *Prior to dedication, Developer shall be responsible to submit a Notice of Dedication together with a design to the City showing the intended improvements for each of the areas shown on **Exhibit D**.*

i. **Open Space Area 5 (Neighborhood Park C) shown on Exhibit D.**

Developer agrees to complete this Neighborhood Park under the following schedule:

1. **Designs to be submitted** to City by: 10/31/22.

2. **Description of Improvements:** It is anticipated that the following improvements will be made for Open Space Area 5: parking lot, a trail, and a playground

3. **Hardscape and parking** for the Neighborhood Park will be completed by: 6/30/2023, subject to the contingencies described below:

ii. *All plant and vegetation improvements are subject to extension if approval by Weber Basin of sufficient irrigation water to sustain same is not timely achieved.*

iii. *All hardscape dates are subject to extension due to material shortages and supply chain concerns which Developer cannot control. Developer to provide documentation from suppliers confirming material shortages.*

iv. *City and Developer agreed this Neighborhood Park C will be dedicated to the City, but that Developer agrees to maintain this Open Space through the time it is dedicated to the City.*

d. An Improvement Agreement generally in the form attached hereto as **Exhibit G** and relating to funding for Open Space improvements located in Area 5 shall be made effective 3/1/2023, or 30 days after final approval of plans by the City whichever is later, which plans will include an amount to be held under the terms of the Improvement Agreement equal to the estimated costs of said Improvements.

4. **Development of Community Center.** References in the MDA relating to the timing for a portion of the improvement and dedication of Open Space for Parcel C (now

labeled as Area 3 on Exhibit D and of referred to generally as Silo Park), including but not limited to Section 8.2 relating to the dedication and Ownership of Open Space, Pocket Parks and Trails and page 2 of the First Amendment, are hereby deleted and/or modified and replaced with the following terms relating to **“Silo Park” to be constructed in Area 3:**

- a. *“Developer and City will jointly design and pay for the construction of a City owned community center as part of the improvements within Silo Park at Green Farm generally consistent with Design Plans for Silo Park described and depicted on **Exhibit E**.”*
 - i. *The overall construction cost cap agreed to by the Parties is \$550,000 (which cap shall only be modified with the mutual agreement of the Parties).*
 - ii. *Developer will pay 50% and the City will pay 50% of said development costs as they become due, and each will be responsible to the third parties individually for their respective shares.*
 - iii. *Developer has submitted the preliminary design for Community Center to the City.*
 - iv. *A general description of the minimum interior finishes are as follows and shall be to a commercial grade:*
 1. *Kitchen: quartz or granite countertops, large sink, refrigerator, oven, light fixtures, and microwave;*
 2. *Bathrooms (at least 2): tile or acid cured concrete flooring, wall tile per health code, 1 toilet per bathroom, 1 sink and faucet per bathroom, light fixtures, ADA accessible with hanging countertop;*
 3. *Walls and ceilings: drywall and paint;*
 4. *Flooring: acid cured concrete;*
 5. *Lighting: recessed lighting with chandelier in entry; and*
 6. *Heating and air conditioning sized appropriately for the building.*
 - v. *Upon approval of the preliminary designs, Developer will have the final construction plans prepared and submitted to the City for approval.*

- vi. *Developer shall submit preliminary plans by 12/1/2022 and all Parties agree to act in good faith to have the final construction plans approved by January 1, 2023.*
- vii. *It is anticipated that construction will begin on or before April 1, 2023, subject to the availability of construction materials and timely final city approvals, and construction shall proceed as generally outlined in the schedule made part of the final construction plans.*
- viii. *It is anticipated that approximately 50% of the construction for Community Center will occur in 2023 and that Community Center will be completed in 2024 with the remaining 50% of construction costs to be paid by the Parties in 2024.*
- ix. *A more detailed description of the construction process shall be established with the creation of the construction plans, but the pro rata payment of each Parties' portion of the construction costs for Community Center shall occur as follows:*
 - 1. Once Developer believes its contractors' or subcontractors' work is satisfactory, it will prepare and submit to the City progress invoices related to the portion of the Improvements that have been completed;
 - 2. Within seven (7) business days after receipt of a progress invoice, the City shall inspect that portion of the work for which payment is being requested;
 - 3. If that portion of the work completed meets the required standards, the City shall authorize Developer, in writing, that payment can be processed for the requested progress invoice (the "City Authorization"), at which point each Party shall pay its pro-rata share to the contractor or sub-contractor (which pro-rata share is described in the various Sections of this Amendment);
 - 4. If that portion of the work completed does not meet the City's approval, the City shall promptly (within three (3) business days) describe for Developer in a detailed writing any deficiencies it observes, and Developer shall then instruct its contractor or subcontractor to remedy the issues (after which the steps described in items 1-4 above shall be repeated);
 - 5. Contemporaneously with the receipt of any progress payment, Developer's contractors or subcontractors shall provide both City and Developer with a signed lien waiver wherein each agree to waive any claim or security interest in that portion of the Improvements that are completed and for which payment has been received (the "Lien Waiver"); and

6. Once all Improvements have been completed, they shall be promptly dedicated to the City.
 - b. An Improvement Agreement generally in the form attached hereto as **Exhibit G** and relating to funding for Developer's portion of the Community Center shall be made effective on 3/1/2023 (or 30 days after final approval of plans by the city whichever is later) and in the amount of \$275,000.
5. **Construction of cul-de-sac or hammerhead at terminus of 4550 West.** All references in the MDA relating to the timing for construction of a hammerhead or cul-de-sac at the terminus of 4550 West (including paragraph 6 of the Second Amendment) shall be deleted, modified and/or replaced with the following:
 - a. *"The construction of the cul-de-sac or hammerhead at the terminus of 4550 West shall be completed by Developer on or before October 31, 2022, subject to the following conditions:*
 - i. *Timely approval of the designs of the cul-de-sac or hammerhead by the City; and*
 - ii. *Availability of construction materials to Developer in a manner that allows said constructions to be completed by said date. Developer to provide documentation from a supplier confirming material." shortages.*
 - b. The Improvement Agreement related to these Improvements are included in the Improvement Agreement described in Section 3.b above.
6. **Construction of 3675 South.** Developer will complete the construction of 3675 South to 4700 West, which improvements will be completed by December 31, 2022, but is subject to UDOT approval so this completion date may necessarily need to be extended if UDOT approval cannot be timely achieved.
 - a. Developer shall promptly provide City with a copy of any UDOT approval letter relating to this Improvement.
 - b. At the completion and dedication of 3675 South to 4700 West, all Parties agree the temporary access currently upon 4450 West will be permanently terminated and all Parties acknowledge the real property beneath that access has been platted and approved by the City for a building lot.
7. **Open Space Area 6.** All references in the MDA and Section 3(f) of the Second Amendment relating to the timing and construction of a regional stormwater facility, which will hereinafter be referred to as the Green Farm pond project (the "Pond Project"), are hereby modified to the extent necessary to allow for the following

provisions. Further, the Parties jointly agree to the following scope of work and timing for the Pond Project depicted in Exhibit D.

- a. **Design and Plan.** Developer shall design and submit to the City for review and approval all plans for the Pond Project on or before December 1, 2022, generally consistent with the cost and scope discussed below.
- b. **Pond Project Scope:**
 - i. **Pond Size:** 5 acres of real property with an average depth of 8 feet.
 - ii. **Pond Location:** Poulter Preserve Property (Open Space Area 6 on **Exhibit D** (East of Parcel E)).
 - iii. **Description of Pond Project:**
 1. It is anticipated that the following improvements will be made for the Pond Project: excavation and grading of the pond to an average depth of 8 feet; installation of a trail to the pond, a parking lot, lights at the parking lot, natural landscaping around the pond; a pond aeration system; and control structures. The costs of these items will be allocated as outlined below.
 - iv. **Developer Contribution:**
 1. Excavation of 3 acres of real property with an average depth of water at 8 feet.
 2. The construction of a loop trail around the pond (dirt) with paved connection to the City trail system.
 3. Developer to install no less than 50 trees of a minimum of 1 inch caliper.
 4. Parking lot with 10 car capacity.
 5. All Pond Project construction management.
 6. Electric power to the edge of the pond in one location.
 7. In addition to the items listed above, Developer shall contribute 60% of the total mutually approved improvement costs for the Pond Project, beyond those specifically contributed by the individual Parties and which will be described and approved by the Parties in the Pond Project plans.

8. A sixty (60) foot right-of-way containing an asphalt road will be constructed north of the pond and will connect the Green Farm Subdivision to the subdivision immediately east thereof.

v. **City Contribution:**

1. Excavation of 2 acres of real property with an average depth of water at 8 feet (which real property is already owned by the City and does not need dedication).
2. Products and/or services needed to construct the aeration and control structures to manage and control the pond's inflow and out-flow.
3. Acquisition and dedication of all water rights needed to sustain the Pond Project.
4. In addition to the items listed above, City shall contribute 40% of the total mutually approved improvement costs for the Pond Project, beyond those specifically contributed by the individual Parties and which will be described and approved by the Parties in the Pond Project plans.

vi. **Total Cost:**

1. It is anticipated that the sum of all Improvement costs for the Pond Project will not exceed \$2,000,000. All Parties agree to act in good faith to have the final construction plans approved within 60 days following Developer's submission to the City of the proposed plans for the Pond Project. Once the final designs have been agreed upon, Developer will acquire bids for the entire Pond Project, and obtain the City's approval of same, prior to starting any construction.
2. A more detailed description of the construction process shall be established with the creation of the construction plans for the Pond Project, but the pro rata payment of each Parties' portion of the constructions costs for the Pond Project will be the same as the process used for the Community Center, as described more fully in Section 4 above.

vii. **Construction Schedule:**

1. Developer will complete the hard scape and soft scape (vegetation) installation on or before December 31, 2023.

- c. An Improvement Agreement generally in the form attached hereto as **Exhibit G** and relating to funding for Developer's portion of the Open Space improvements located in Area 6 shall be made effective on 6/1/2023 (or 30 days after final approval of plans by the city whichever is later), which plans will include an amount to be held under the terms of the Improvement Agreement equal to the estimated costs of said Improvements.
8. **Streets and Alleys.** Table 3 to the Master Development Agreement describes and depicts the street cross-sections that were initially approved in the MDA. These street and alley descriptions and depictions are hereby modified as follows:
 - a. **Public ROW.**
 - i. An additional 40 feet Public ROW cross section was submitted and approved by the City (both Planning Commission and City Council) when the final plats for Parcels B and C were approved.
 - ii. A copy of this cross-section is hereby added to Table 3 (as Table 3.1) and is attached hereto as **Exhibit F** as an approved Street Cross-Section for use within the various phases of the Project.
 - iii. Hereafter, the Public ROW cross-section it will be designated as a "private" street with no on street parking allowed.
 - b. **Alleys.**
 - i. Table 3 of the Master Development Agreement depicts a 20 feet Street Cross-Section labeled "Alley."
 - ii. The 20 feet Street Cross-Section in Table 3 in the Master Development Agreement is hereby deleted and replaced with a 27 feet "***Private***" Street Cross Section, as depicted and described more fully in **Exhibit F**.
 - iii. When Table 3 Street Cross Sections are labeled "Public Street" they will be dedicated to West Haven City at the time of the recording of the final plat within any approved Parcel Plat in the Project.
9. **Open Space Designation for Area 7.** All references in the MDA to Open Space to be dedicated contemporaneously with the approval of the Development Application for Area 7 (the "Area 7 Open Space") are hereby amended and replaced by the following:
 - a. The Area 7 Open Space shall consist of approximately 31 acres, as depicted and described in Exhibit D.
 - b. Neither party shall have any responsibility to improve the Area 7 Open Space.
 - c. Developer shall maintain the Area 7 Open Space through the time of dedication.
10. **Courtyard Phases 2 and 3 (Parcel C).** Developer, at its costs and expense, and at a location it deems appropriate, has agreed to construct up to 40 guest parking spaces to Courtyard Phases 2 and 3 to help alleviate the concern that some guests were parking

in the public ROW. These Improvements will be made with the Improvements related to Open Space Area 5 described in Section 3 above.

11. **Amendments and Modifications.** The terms of the MDA, including the prior amendments, are hereby modified to the extent necessary to allow for the amended terms described in this Third Amendment. If a conflict arises between the terms of the MDA, or any of the prior amendments, the terms of this Third Amendment shall govern.
12. **No Current Defaults.** The Parties acknowledge and agree that upon execution of this Third Amendment, any and all claims of default by either Party, including any and all concerns of the City expressed in the Letter, have been resolved and on the effective date of this Third Amendment neither party has any defaults or unresolved claims against the other under the terms of the MDA (as amended) and the MDA, as amended, with its vested rights and obligations of each Party is in full force and effect.
13. **Authorization.** Each Party has reviewed the terms of this Third Amendment with legal counsel and each individual signing for each Party represents that the individual signing for each party has received the proper authority to sign this Third Amendment for and on behalf of that Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signature Pages Related to Third Amendment to MDA]

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment to the MDA as of the date above written.

WEST HAVEN CITY

By: _____

Its: _____

Approved as to Form:

WEST HAVEN CITY ATTORNEY:

[Signature Pages Related to Third Amendment to MDA]

MASTER DEVELOPER

By: _____
Its: Manager

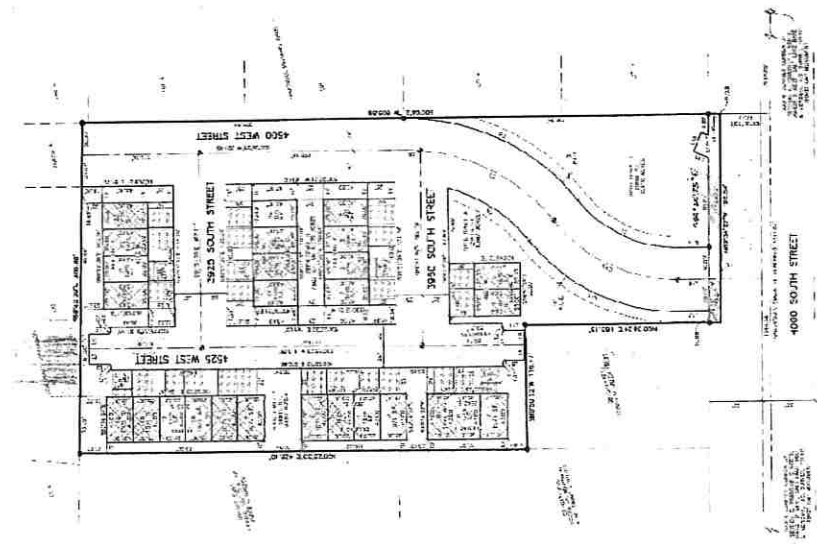
Portions of Parcel A shall be designated as MZ-Mixed Use with Commercial Overlay



EXHIBIT B

Parcel B showing Residential Development as Agreed to and Approved by the Parties

PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 2 WEST, SAL. LK. BASE & NEWDIAM, 1. S. SURVEY
CITY OF WEST HAVEN, WHEEL COUNTY, UTAH
SEPTEMBER, 2019



CURVE TABLE

CURVE TABLE



VICINITY MAP

[illegible]

LINE TABLE

WARRIATIVE

1990-1991
 1992-1993
 1994-1995
 1996-1997
 1998-1999
 2000-2001
 2002-2003
 2004-2005
 2006-2007
 2008-2009
 2010-2011
 2012-2013
 2014-2015
 2016-2017
 2018-2019
 2020-2021
 2022-2023
 2024-2025
 2026-2027
 2028-2029
 2030-2031
 2032-2033
 2034-2035
 2036-2037
 2038-2039
 2040-2041
 2042-2043
 2044-2045
 2046-2047
 2048-2049
 2050-2051
 2052-2053
 2054-2055
 2056-2057
 2058-2059
 2060-2061
 2062-2063
 2064-2065
 2066-2067
 2068-2069
 2070-2071
 2072-2073
 2074-2075
 2076-2077
 2078-2079
 2080-2081
 2082-2083
 2084-2085
 2086-2087
 2088-2089
 2090-2091
 2092-2093
 2094-2095
 2096-2097
 2098-2099
 2100-2101
 2102-2103
 2104-2105
 2106-2107
 2108-2109
 2110-2111
 2112-2113
 2114-2115
 2116-2117
 2118-2119
 2120-2121
 2122-2123
 2124-2125
 2126-2127
 2128-2129
 2130-2131
 2132-2133
 2134-2135
 2136-2137
 2138-2139
 2140-2141
 2142-2143
 2144-2145
 2146-2147
 2148-2149
 2150-2151
 2152-2153
 2154-2155
 2156-2157
 2158-2159
 2160-2161
 2162-2163
 2164-2165
 2166-2167
 2168-2169
 2170-2171
 2172-2173
 2174-2175
 2176-2177
 2178-2179
 2180-2181
 2182-2183
 2184-2185
 2186-2187
 2188-2189
 2190-2191
 2192-2193
 2194-2195
 2196-2197
 2198-2199
 2200-2201
 2202-2203
 2204-2205
 2206-2207
 2208-2209
 2210-2211
 2212-2213
 2214-2215
 2216-2217
 2218-2219
 2220-2221
 2222-2223
 2224-2225
 2226-2227
 2228-2229
 2230-2231
 2232-2233
 2234-2235
 2236-2237
 2238-2239
 2240-2241
 2242-2243
 2244-2245
 2246-2247
 2248-2249
 2250-2251
 2252-2253
 2254-2255
 2256-2257
 2258-2259
 2260-2261
 2262-2263
 2264-2265
 2266-2267
 2268-2269
 2270-2271
 2272-2273
 2274-2275
 2276-2277
 2278-2279
 2280-2281
 2282-2283
 2284-2285
 2286-2287
 2288-2289
 2290-2291
 2292-2293
 2294-2295
 2296-2297
 2298-2299
 2300-2301
 2302-2303
 2304-2305
 2306-2307
 2308-2309
 2310-2311
 2312-2313
 2314-2315
 2316-2317
 2318-2319
 2320-2321
 2322-2323
 2324-2325
 2326-2327
 2328-2329
 2330-2331
 2332-2333
 2334-2335
 2336-2337
 2338-2339
 2340-2341
 2342-2343
 2344-2345
 2346-2347
 2348-2349
 2350-2351
 2352-2353
 2354-2355
 2356-2357
 2358-2359
 2360-2361
 2362-2363
 2364-2365
 2366-2367
 2368-2369
 2370-2371
 2372-2373
 2374-2375
 2376-2377
 2378-2379
 2380-2381
 2382-2383
 2384-2385
 2386-2387
 2388-2389
 2390-2391
 2392-2393
 2394-2395
 2396-2397
 2398-2399
 2400-2401
 2402-2403
 2404-2405
 2406-2407
 2408-2409
 2410-2411
 2412-2413
 2414-2415
 2416-2417
 2418-2419
 2420-2421
 2422-2423
 2424-2425
 2426-2427
 2428-2429
 2430-2431
 2432-2433
 2434-2435
 2436-2437
 2438-2439
 2440-2441
 2442-2443
 2444-2445
 2446-2447
 2448-2449
 2450-2451
 2452-2453
 2454-2455
 2456-2457
 2458-2459
 2460-2461
 2462-2463
 2464-2465
 2466-2467
 2468-2469
 2470-2471
 2472-2473
 2474-2475
 2476-2477
 2478-2479
 2480-2481
 2482-2483
 2484-2485
 2486-2487
 2488-2489
 2490-2491
 2492-2493
 2494-2495
 2496-2497
 2498-2499
 2500-2501
 2502-2503
 2504-2505
 2506-2507
 2508-2509
 2510-2511
 2512-2513
 2514-2515
 2516-2517
 2518-2519
 2520-2521
 2522-2523
 2524-2525
 2526-2527
 2528-2529
 2530-2531
 2532-2533
 2534-2535
 2536-2537
 2538-2539
 2540-2541
 2542-2543
 2544-2545
 2546-2547
 2548-2549
 2550-2551
 2552-2553
 2554-2555
 2556-2557
 2558-2559
 2560-2561
 2562-2563
 2564-2565
 2566-2567
 2568-2569
 2570-2571
 2572-2573
 257

BOUNDARY DESCRIPTION

[illegible][illegible]

NOTE:
ALL ARE LOGGED & COMMON AREA AND OPEN
SITES ARE TO BE CONSIDERED PRIVATE PROPERTY

• OWNERS DEDICATION AND CERTIFICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF. WE FURTHER CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM THE MOST RECENT AND ACCURATE SOURCES AVAILABLE TO US.

SIGNED: _____

DATE: _____

NAME: _____

POSITION: _____

COMPANY: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

WE HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF. WE FURTHER CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM THE MOST RECENT AND ACCURATE SOURCES AVAILABLE TO US.

SIGNED: _____

DATE: _____

NAME: _____

POSITION: _____

COMPANY: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

Price 3.00 per.

NEW FULL LENGTH

DATE OF INFO: 10/28/94
NAME: [illegible]
CITY: [illegible]
STATE: [illegible]
COUNTRY: [illegible]
DATE: 10/28/94
NAME: [illegible]
CITY: [illegible]
STATE: [illegible]
COUNTRY: [illegible]

1000

5000 20 12 35
 CREDIT OF value per
 ON THE 2nd day of October 1914
 WILLIAM C. BRECKENRIDGE, JR. and
 MARY C. BRECKENRIDGE, JR. the
 owners of the above described
 land, do hereby certify that the
 same is subject to the mortgage
 and the proceeds of the sale of the

241-2023 4769577
 Emma R. Bell

PROJECT, INC.

Reeve & Associates, Inc.
 10000 W. 11th Ave., Suite 100
 Denver, CO 80231
 Tel: 303.751.1100
 Fax: 303.751.1101
 E-Mail: info@reeve.com

ALPHACRYLIC

[illegible]

91-45

EXHIBIT C
Development Report Format

**The Green Farm
Land Use Matrix**

Parcel Number	Acres	% Total Acres	Base Density	Max Density	Approved to Date	Pending to Date	Available Density	Units per Acre
A	17.540	6%	97	129		94	35	5.36
B	3.798	1%	35	47	27		20	7.11
C	49.649	18%	108	165	165		0	3.32
D	25.627	9%	44	67	41		26	1.60
E	43.236	16%	152	202	158		44	3.65
F	22.667	8%	90	117		50	67	2.21
G	5.000	2%	10	14			14	
H	4.987	2%	10	11	11		0	2.21
I	30.000	11%	60	60			60	
OS	70.000	26%						
Total	272.504	100%	606		402	144	60	

Current as of July 28, 2022.

EXHIBIT D

Overall Open Space Concept Plan

Previous Conceptual Plan



Concept Plan

Green Farm, West Haven, Utah

EXHIBIT E

Design Plans for the Community Center



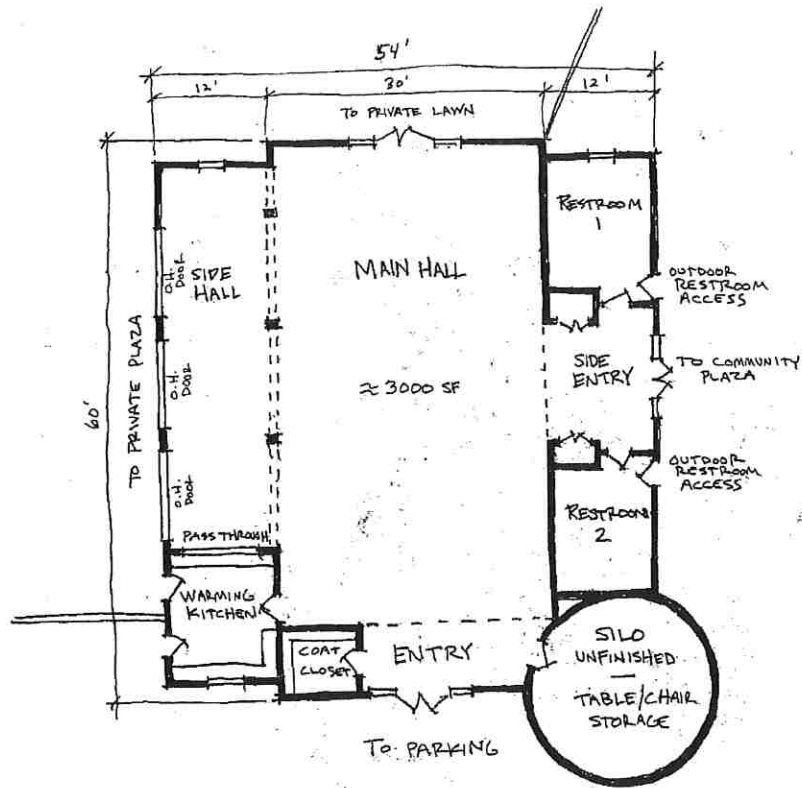
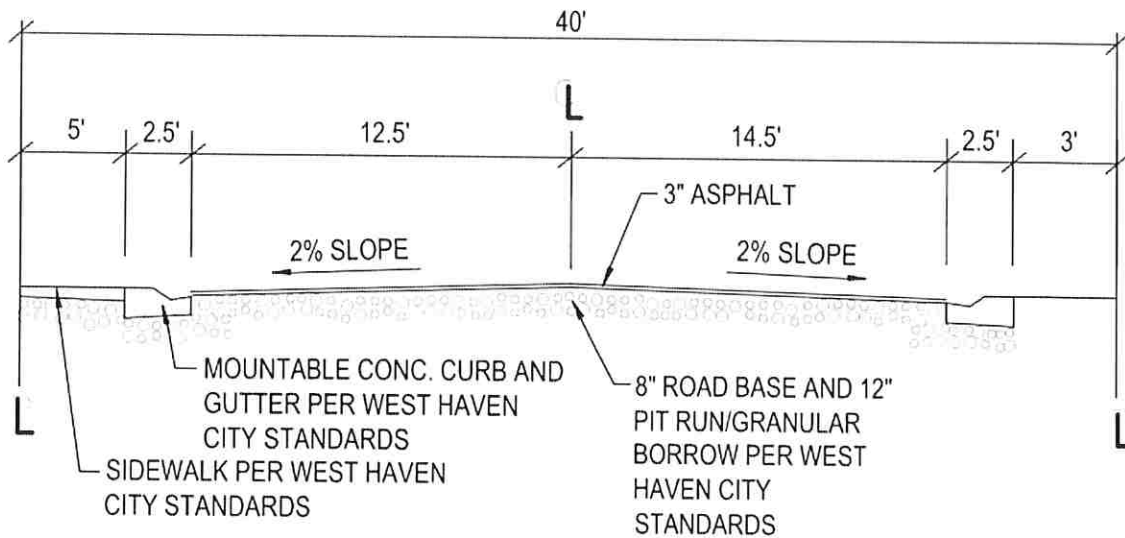


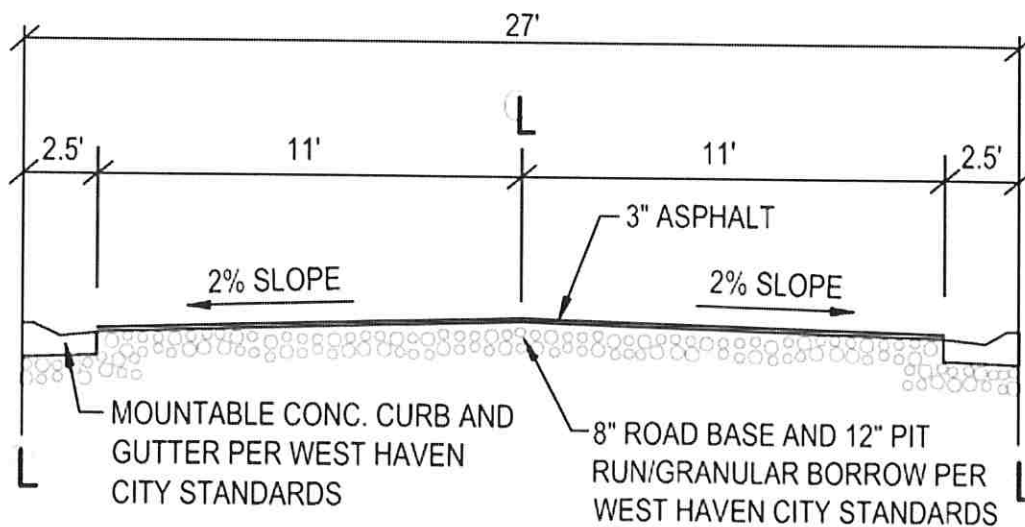
EXHIBIT F

Street and Alley Cross-Sections

40-foot public right of way



27-foot private alley



3 TYPICAL 27 FOOT CROSS SECTION

SCALE NONE

EXHIBIT G
Improvement Agreement

IMPROVEMENT AGREEMENT
[Green Farm and the City]

The parties to this Improvement Agreement (the "Agreement") are Green Farm Community, LLC (the "Developer"), _____ (the "Bank"), and West Haven City, Utah (the "City"). Developer, City and the Bank may hereinafter be referred to individually as a "Party" or collectively as the "Parties". The Effective Date of this Agreement shall mean _____.

RECITALS

WHEREAS, Developer and City have entered into a Master Development Agreement (the "MDA"), the official version of which was amended a third time on September ____, 2022, wherein the Developer and the City agreed to develop property within the City as a long-term, mixed-use master-planned project known as The Green Farm (the "Project"), which property is more particularly described in the MDA (the "Property"); and

WHEREAS, the City seeks to ensure certain infrastructure and open space is completed properly and timely within the Project; and

WHEREAS, the Parties agree this Agreement is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the Project; and

WHEREAS, the mutual promises, covenants, and obligations of the Parties contained in this Agreement are mutually agreeable and authorized by state law, the City's Project Ordinances and are consistent with the MDA.

THEREFORE, the Parties hereby agree as follows:

DEVELOPER'S AND BANK'S OBLIGATIONS

1. Improvements. Developer will construct and install, at its own expense (or in certain instances in cooperation with and with contributions from the City), those Project improvements listed on Exhibit A attached hereto and incorporated herein by reference ("Improvements" or "Improvement"). The estimated costs of the Project Improvements are included in the Exhibit A (including where appropriate the allocation of those Improvement costs between the Developer and the City).

2. Letter of Credit. To secure performance of Developer's portion of the obligations hereunder, Developer shall, within five (5) business days of the Effective Date of this Agreement, obtain a letter of credit with the Bank in the amount of \$ _____ [dollars] (the "Letter of Credit"). The amount of the Letter of Credit is the estimated costs of Developer's portion of the construction of the Project Improvements and facilities itemized in Exhibit A. The Letter of Credit shall be used for the purpose of securing funding to ensure the completion of Developer's portion of the Improvements. The Letter of Credit will be administered by the Bank

in accordance with the payment provisions of this Agreement. As evidence of the Letter of Credit, and to provide assurance to the Parties that the Letter of Credit will be properly administered pursuant to the terms of this Agreement, the Bank shall sign and execute the Escrow Certificate for Letter of Credit attached hereto.

3. Letter of Credit. The Letter of Credit will be issued by the Bank and reduced as the Improvements are made, approved and paid for under the following procedures:

- a. Once Developer believes its contractors' or subcontractors' work is satisfactory, it will prepare and submit to the City progress invoices related to the portion of the Improvements that have been completed;
- b. Within seven (7) business days after receipt of a progress invoice, the City shall inspect that portion of the work for which payment is being requested;
- c. If that portion of the work completed meets the required standards, the City shall authorize Developer, in writing, that Developer can process payment for the requested progress invoice (the "City Authorization");
- d. If that portion of the work completed does not meet the City's approval, the City shall promptly (within three (3) business days) describe for Developer in a detailed writing any deficiencies it observes, and Developer shall then instruct its contractor or subcontractor to remedy the issues (after which the steps described in items 3.a-c shall be repeated);
- e. Contemporaneously with the receipt of any progress payment, Developer's contractors or subcontractors shall provide Developer with a signed lien waiver wherein each agree to waive any claim or security interest in that portion of the Improvements that are completed and for which payment has been received (the "Lien Waiver"), a copy of which shall be provided to the City; and
- f. Within five (5) days following the Bank's receipt of a copy of both: (i) the City Authorization; and (ii) a Lien Waiver for any portion of the Improvements for which payment is being made, the Bank shall reduce the Letter of Credit by the amount of the payments described in the Lien Waiver.
- g. If additional funds are needed to complete Developer's portion of the Improvements, Developer shall supply said funds consistent with the terms of the MDA and this Agreement.
- h. Once all Improvements have been completed pursuant to the terms of this Agreement and the MDA, and the Improvements have been dedicated to the City, any Letter of Credit relating to the Improvements shall be promptly terminated.

4. Standards. The Developer will construct the Improvements according to the Public Works Standards, the MDA and Technical Specifications adopted by West Haven City, as incorporated herein by this reference.

5. Completion Periods. The Developer will commence work on the Improvements promptly following the Effective Date of this Agreement and the Improvement shall be completed by _____ [date] (the "Completion Date"). If the Improvements are not installed by Developer on or before the Completion Date, the City shall have the right

seeking remedies under the terms of the MDA and this Agreement, which include the ability to draw on the Letter of Credit and complete the Improvements (as described more fully in the default provisions below).

6. Compliance with MDA. Developer and City will comply with all of the terms of the MDA when fulfilling their obligations under this Agreement.

7. Dedication. Upon completion, Developer will dedicate the Improvements listed on Exhibit A to the City, or as applicable, a different agency designated by the City. The City or other applicable agency will accept the dedication of any validly certified Improvement within thirty (30) days of the Developer's offer to dedicate the Improvement. The City or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the City showing that the Developer owns the Improvement in fee simple and that there are no liens, encumbrances, or other restrictions on the Improvement.

8. Events of Default. The following conditions, occurrences or actions will constitute a default by the Developer during the Construction Period:

- a. Developer's failure to complete construction of the Improvements by the Completion Date and/or promptly (within a commercially reasonable time) remedy any Improvement that does not meet the requirements of this Agreement and the MDA;
- b. Developer's insolvency, the appointment of a receiver for the Developer, or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
- c. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; or
- d. Developer's or City's failure to comply with the terms of this Agreement.

Neither Party may seek to enforce its rights following a default until written notice of said default has been given to the non-defaulting Party and the defaulting Party has been given ten (10) days from the date of said notice to respond. If the defaulting Party has remedied the default, or is taking commercially reasonable steps to remedy the default, no remedy shall be taken by the non-defaulting party. However, if after 60 days a default has not been remedied (even despite commercially reasonable efforts), so long as it is consistent with the terms and conditions of the MDA, either Party shall have the right to seek its default remedies described below.

9. Remedies. If an event of default has occurred, and it has not been timely remedied as described in Section 8 above, the Parties shall have all rights at law and in equity to enforce the obligations of this Agreement consistent with the terms and conditions of the MDA. In addition, the City shall have the following specific rights and remedies:

- a. City will have the right to draw on the Letter of Credit and complete any remaining portion of the Improvements itself, or by contracting with a third party for the completion of such Improvements. In such event, the Developer hereby grants to the

City a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements, with as minimal of impact and interruption to Developer's other development activities as is reasonably practicable.

- b. Alternatively, the City may assign the proceeds of the Escrow to a subsequent party who has acquired the Project by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent party agrees in writing to complete the unfinished Improvements.

10. MDA Applicability. All other terms and obligations between the Parties related to the Improvements shall be governed by the MDA, as amended.

11. Enforceability. Each individual signing below represents and warrants it is properly authorized to act for the entity for which it will sign and by signing is acting with said designated authority. Each Party acknowledges a copy of this Agreement shall have the same force and effect as the original version.

This Agreement is effective as the Effective Date described above.

[Remainder of Page Intentionally Left Blank]

IMPROVEMENT AGREEMENT SIGNATURE PAGE

BANK:

By: _____

Its: _____

IMPROVEMENT AGREEMENT SIGNATURE PAGE

DEVELOPER:

By: _____

Its: _____

IMPROVEMENT AGREEMENT SIGNATURE PAGE

WEST HAVEN CITY:

By: _____

Its: _____

ATTEST:

West Haven City Recorder

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
PROJECT IMPROVEMENTS

ESCROW CERTIFICATE FOR LETTER OF CREDIT

TO WEST HAVEN CITY, UTAH:

The undersigned Bank does hereby certify that it has in its possession and custody, cash in the sum of \$_____. Therefore, at the City's (West Haven City's) request, Bank agrees to issue to the City its standard Letter of Credit in the amount described above. Bank further agrees to hold said amount in escrow to pay for the installation and completion of all Improvements specified in Exhibit "A" and attached hereto, relating to the following described tracts of land in the City _____.

Bank hereby covenants and agrees that it will not release said funds established for the Letter of Credit to any person, firm or corporation (other than as is hereinafter provided) without the express written consent and direction from said City, and that if said Improvements are not satisfactorily installed and completed according to the terms of the MDA between Green Farm Community, LLC and the City, and pursuant to the terms of the attached Improvement Agreement, then the said Bank will, upon demand, deliver said funds to the City for the sole purpose of making or completing all of said Improvements. However, if the funds are ever released to the City, it shall return to the Bank (for the benefit of Developer) any and all funds which may prove to be in excess of the actual costs to make or complete said Improvements.

Further, Bank acknowledges it has read and agrees to comply with the terms of the Improvement Agreement to which this Escrow Certificate is attached.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DATED this _____ day of _____, 20____

Bank Signature

Please Print Name and Title

Bank Entity

STATE OF UTAH)
) ss.
County of _____)

On the _____ day of _____, 20____ appeared before me the Signer(s) of the within instrument, who duly acknowledged to me that he/she executed the same.

Notary Public:

Residing at:

EXHIBIT A
PROJECT IMPROVEMENTS

