



\*W3265598\*

E# 3265598 PG 1 OF 39  
LEANN H KILTS, WEBER CTY. RECORDER  
05-DEC-22 1207 PM FEE \$ .00 NNP  
REC FOR: WEST HAVEN CITY

**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.

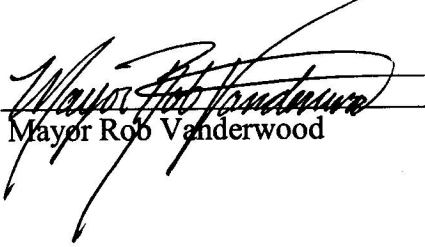
**Section 5 - Date of Effect**

**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



Attachment "A"

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

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 it 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."*
  - 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.

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[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.

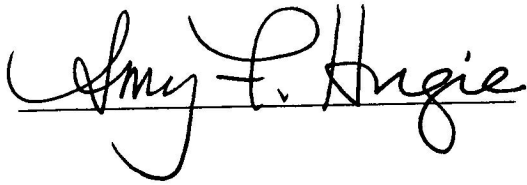
WEST HAVEN CITY

By: 

Its: City Manager

Approved as to Form:

WEST HAVEN CITY ATTORNEY:



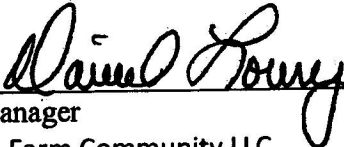




[Signature Pages Related to Third Amendment to MDA]

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MASTER DEVELOPER

By:   
Its: Manager  
Green Farm Community LLC

**EXHIBIT A**

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

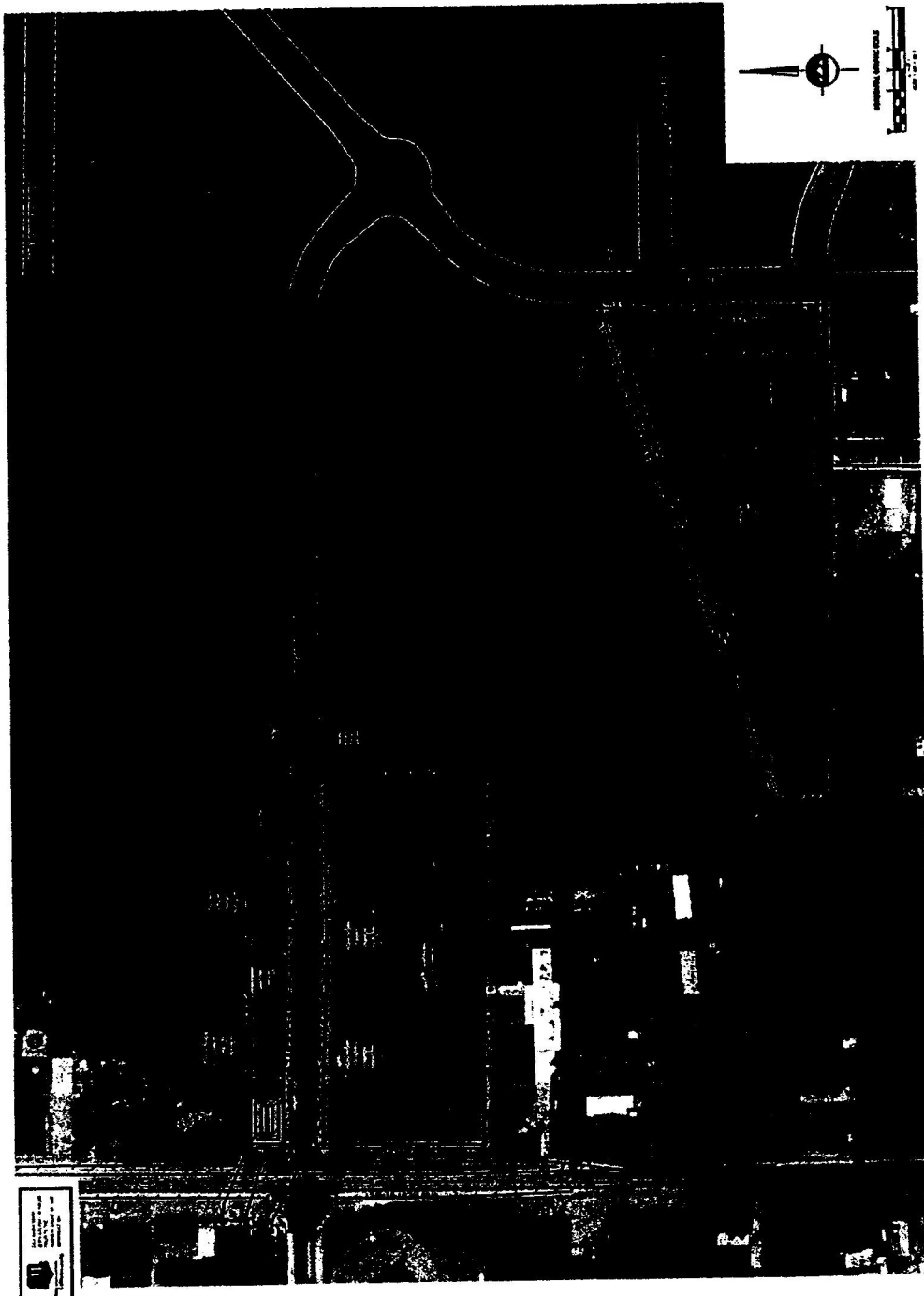
**ENSGN**  
BY PROFESSIONAL ENGINEER

DATE: 08/14/18  
BY: [Signature]  
FOR: [Signature]

PROJECT: THE VILLAGE AT GREEN FARMS  
PARCEL A  
3700 SOUTH 4450 WEST  
WEST HAVEN, UTAH

SCALE: 1" = 100'

10/1



THE VILLAGE AT GREEN FARMS  
PARCEL A  
3700 SOUTH 4450 WEST  
WEST HAVEN, UTAH

**EXHIBIT B**

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



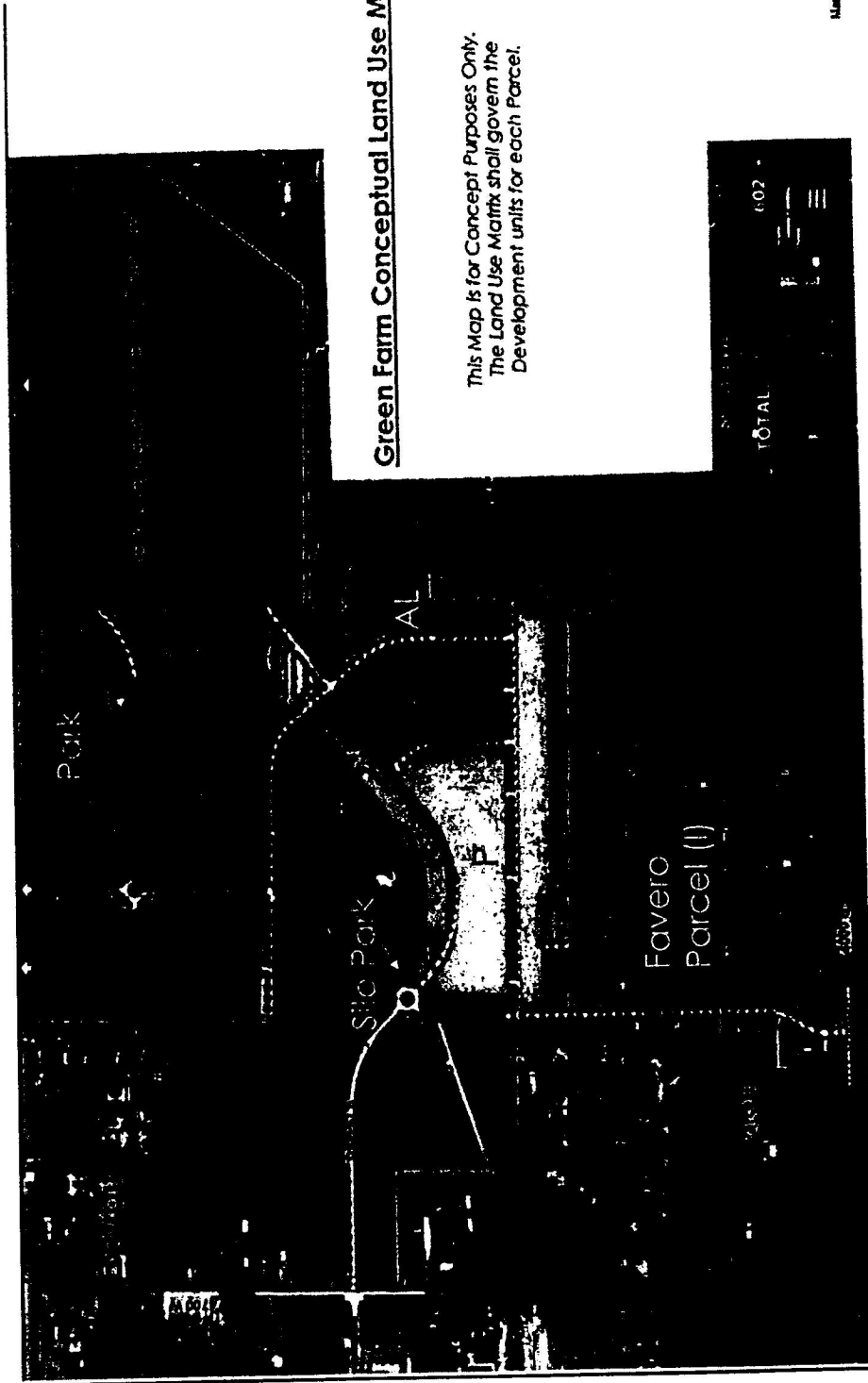
**EXHIBIT C**  
**Development Report Format**

**The Green Farm  
Land Use Matrix**

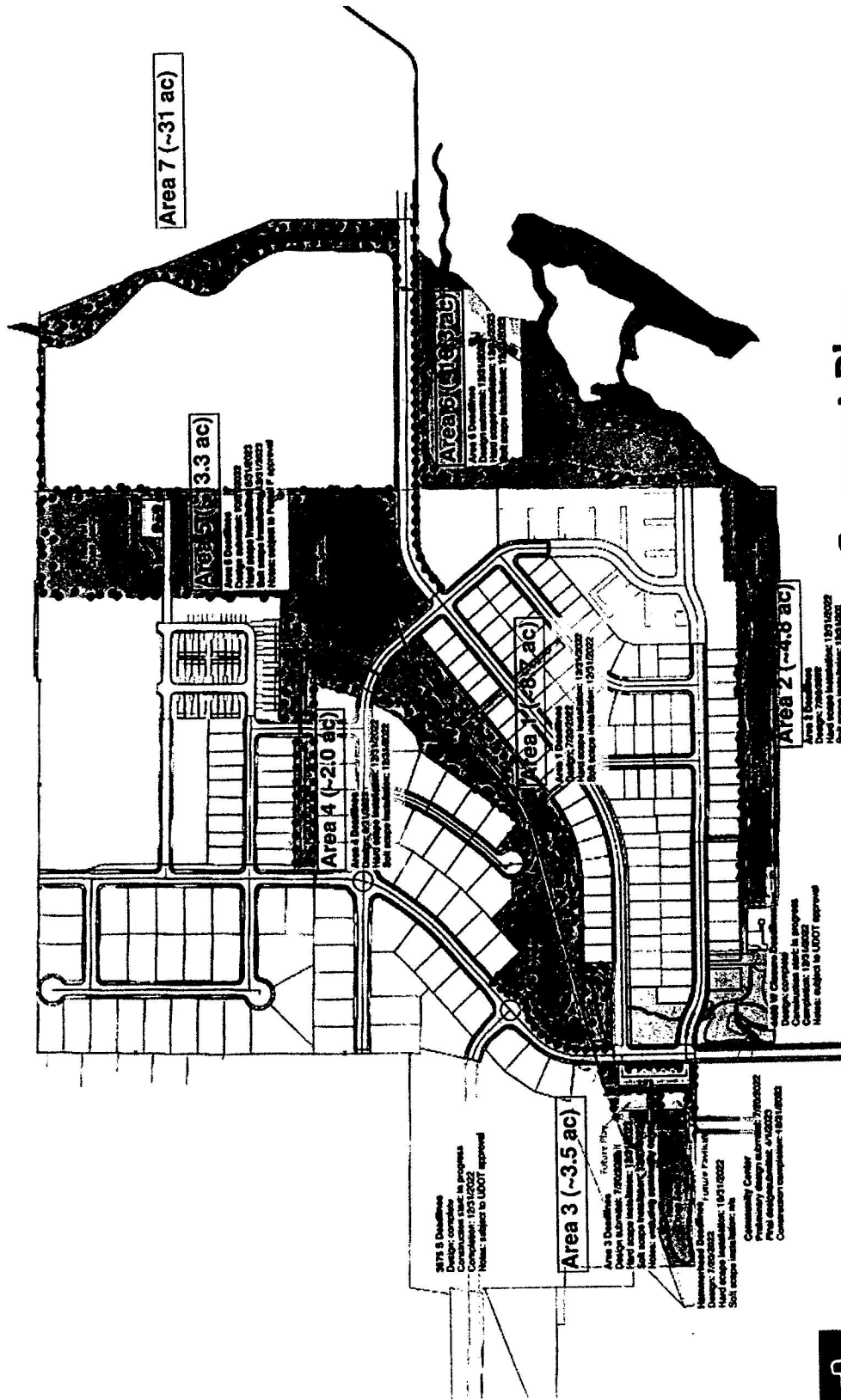
Parcel Number	Acres	% Total Acres	Base Density	Max Density	Approved to Date	Pending to Date	Available Density	Units per Acre
A	17.540	6%	97	129		94	35	5.36
B	3.798	1%	35	47	27		20	7.11
C	49.649	18%	108	165	165		0	3.32
D	25.627	9%	44	67	41		26	1.60
E	43.236	16%	152	202	158		44	3.65
F	22.667	8%	90	117		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%						
<b>Total</b>	<b>272.504</b>	<b>100%</b>	<b>606</b>		<b>402</b>	<b>144</b>	<b>60</b>	

**Current as of July 28, 2022.**

**EXHIBIT D**  
**Overall Open Space Concept Plan**  
Previous Conceptual Plan



Current Concept Plan



# Concept Plan

Green Farm, West Haven, Utah

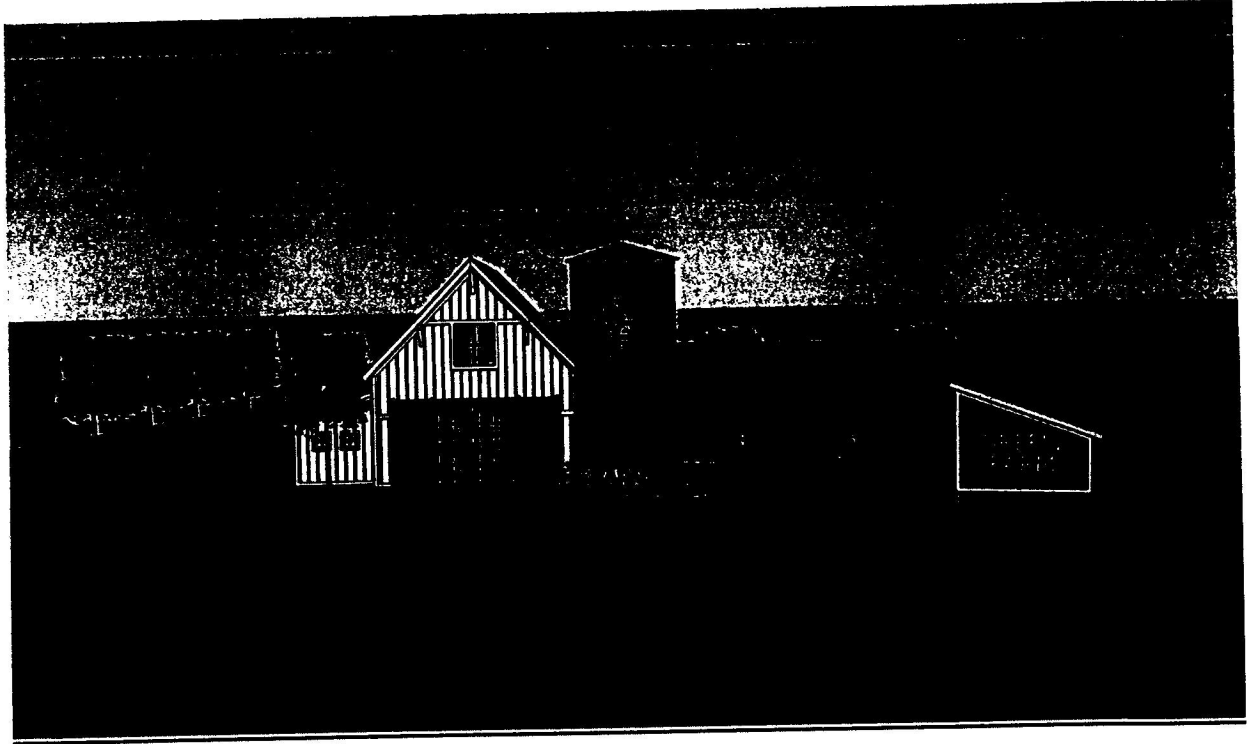
Think Architecture

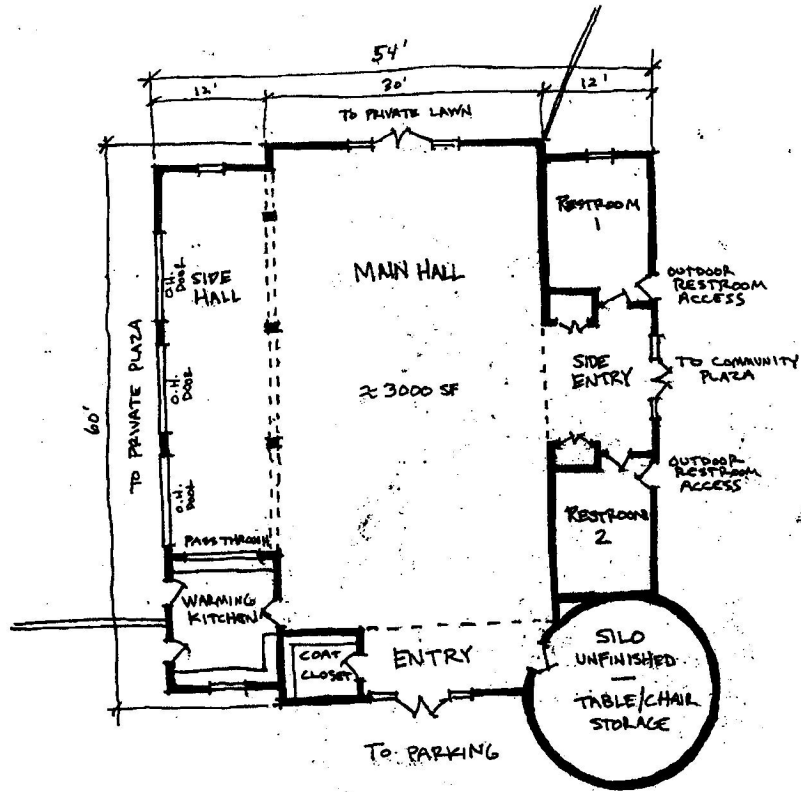
July 27, 2022



EXHIBIT E

Design Plans for the Community Center

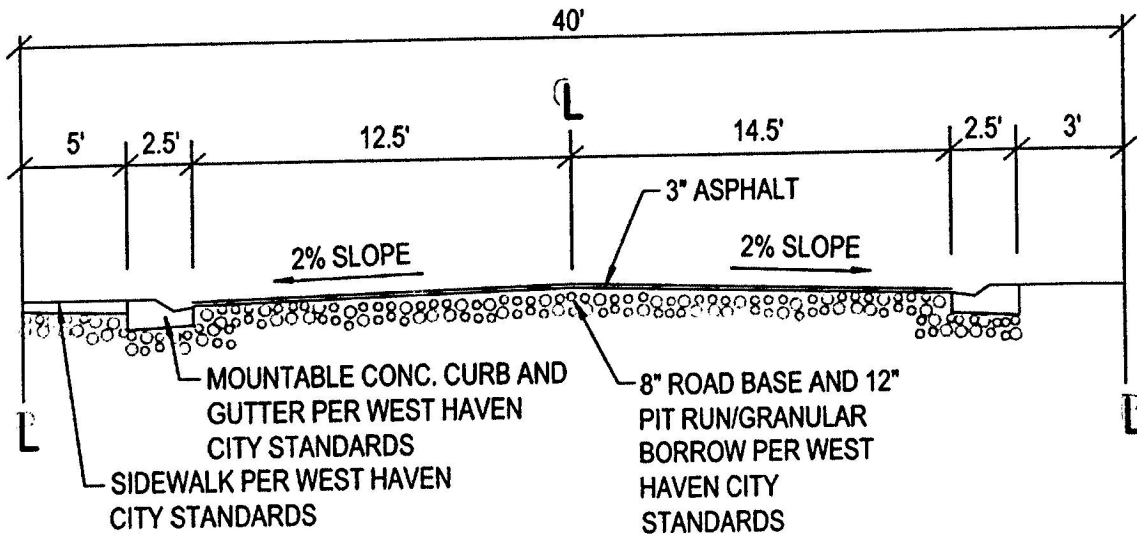




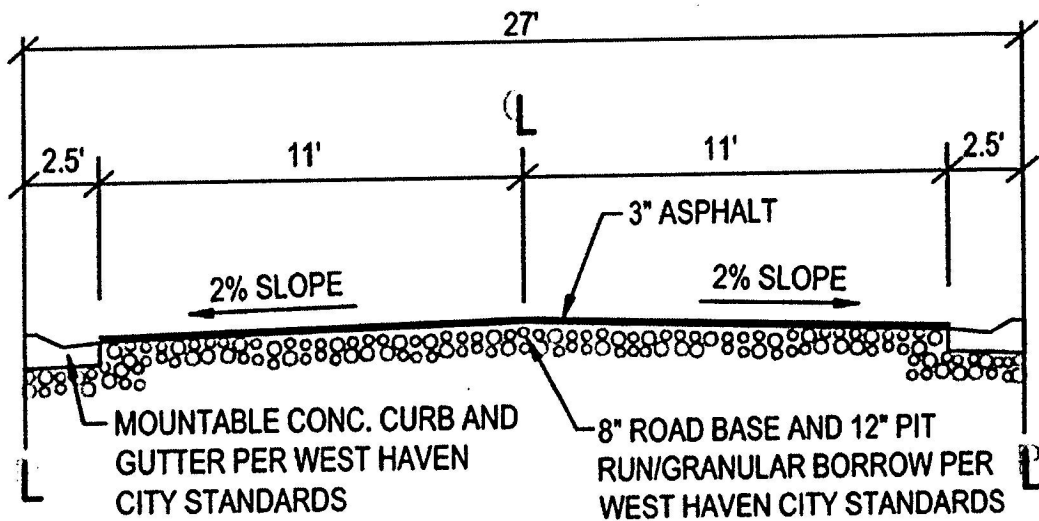
**EXHIBIT F**

**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**