

ORDINANCE NO. 32-2020



W3151547

AN ORDINANCE OF THE CITY OF WEST HAVEN, UTAH APPROVING AND ADOPTING THE AMENDED MASTER DEVELOPMENT AGREEMENT - STAKER FARMS DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

EH 3151547 PG 1 OF 15
LEANN H KILTS, WEBER COUNTY RECORDER
10-MAY-21 1215 PM FEE \$4.00 DEP DC
REC FOR: WEST HAVEN CITY

Section 1 - Recitals:

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a zoning ordinance and general plan; and,

WHEREAS, the City Council finds that the Planning Commission has caused to be prepared and has recommended to the City Council an Amended Master Development Agreement ("*Agreement*") for the Staker Farms Development representing the commission's recommendations for development of the proposed project area within the municipality; and,

WHEREAS, the City Council finds that the Agreement has been subjected to the required public hearing prior to its adoption; 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 such a change follows the City's General Plan; 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:

The Development Agreement, Staker Farms 1st Amendment By And Between The City Of West Haven And Castle Creek Homes, LLC, For The Staker Farms Development, attached as Attachment "A", and fully incorporated by this reference, is approved and adopted.

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and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.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 5th day of August, 2020 and after publication or posting as required by law.

DATED this 5th day of August, 2020

WEST HAVEN, a municipal corporation

by: Sharon Bolos
Mayor Sharon Bolos

Attested and recorded

Emily Green
Emily Green
City Recorder

ATTACHMENT "A"

ORDINANCE NO. 32-2020

An Ordinance Of The City Of West Haven, Utah Approving And Adopting The Amended Master Development Agreement - Staker Farms Development; And Providing For An Effective Date.

05 Aug 20

DEVELOPMENT AGREEMENT
Staker Farms 1st Amendment

This Development Agreement (this "Agreement") is made and entered into and made effective as of the date entered below (the "Effective Date"), by and among West Haven City, a municipality and political subdivision of the State of Utah (the "City") and Castle Creek Homes, a Utah limited liability company (the "Developer"). The City and Developer may from time to time be collectively referred to as the "Parties," and each may be referred to individually as "**Party.**"

RECITALS

A. Developer has prepared and presented to the City a development application for the Staker Farms development (hereinafter referred to as the "Project"). The application package has been submitted and is being reviewed by the City pursuant to the requirements of the City Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting preliminary and final approved development plan, preliminary and final approved site plan, preliminary and final approved subdivision plat, approved engineering drawings, conveyance documents, title reports and other documents submitted during the City's review and approval process will be referred to herein as the "**Staker Farms Development Documents**" or the "**Development Documents**".

B. Pursuant to the authority of *Utah Code Ann* §. r 10-9a-102(2) and the specific provisions of the City Code, the City has determined to enter into this Agreement with Developer for the purpose of formalizing certain obligations of the Parties with respect to the Project, and such other matters as the City and the Developer have agreed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
LEGAL AUTHORITY AND PURPOSE

1.1 City Laws and Purpose. The City represents that it has the legal authority to enter into and perform its obligations under this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits.

1.2 Conditions Precedent. Each of the Parties is entering into this Agreement in anticipation of the satisfaction of certain conditions precedent, which, if not satisfied, will

frustrate the purposes of this Agreement. Accordingly, if the Conditions Precedent are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that some of the Conditions Precedent may be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions Precedent have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the "Conditions Precedent":

1.5.1 the final non-appealable approval and acceptance of this Agreement by the City Council;

1.5.2 the final conditional administrative approval of the subdivision plat for Staker Farms;

1.5.3 recording of the Staker Farms plat.

ARTICLE II PROJECT DEVELOPMENT

2.1 Developer Obligations.

2.1.1 **Development.** The Property Description is shown in Exhibit A. The Project will consist of the improvements as shown in Exhibit B. Project will consist of 142 new construction lots as shown in Exhibit B. Phasing can be changed up to 20% of Exhibit B. Any changes to the phasing greater than 20% must be approved by planning commission and city council.

2.1.2 **Conveyance or Dedication of Required Easements/Roads/Park/Trails.**

A. Easements. Developer shall convey or dedicate to the City or other applicable utility provider at no cost such required utility easements on or across the Project as are necessary to facilitate the extension of required utility services to and throughout the Project.

B. Roads. City to pay for road widening and improvements along 3500 West in front of Development and park.

C. Park. Developer shall deed to city 7.6 acres of land for park along with all improvements installed in park as submitted in Exhibit C. Park to be started and escrowed or completed prior to recording phase 2. Phase 3 can not be recorded until park is completed. City to contribute park impact fees for 125 lots at time of park being started. Details of park shall include the following-

Sprinklers on all grass areas

Trees as shown in Exhibit B. Trees to be 1 1/2" caliper tree for shade trees and 6' evergreen trees.

Tot Lot as shown in Exhibit C. Tot lot to have exterior concrete border and have wood chips installed under it.

Bowery similar to Exhibit D. Size to be 20' x 30'

Restroom constructed with brick block and metal roof. Bathroom to have 2 stalls and sink in both men's and women's side.

Sidewalks as shown in Exhibit B of park.

Park Benches to be installed as shown in Exhibit B.

Bridge from park to Staker Farms across the slough.

Parking area with parking for 56 cars and lighting sufficient for parking area.

The Developer will contribute \$80,000.00 toward park improvements for adding parcel numbers 15-088-004, & 0036, a total of 17 additional lots.

D. Trails. Developer shall design, construct and dedicate to the City the trail that is depicted on Exhibit B. The trail shall include 3-inch asphalt and 8 inches of road base for a 10 foot wide trail.

2.2 City Obligations.

A. As consideration for Developers agreement with the City as to Exhibit A, the City agrees to pay for the half width improvements on the west side of 3500 West Street including the storm drain alongside said road in front of development and park from road impact fees. Fees shall be paid upon completion and inspection from city.

2.3 Development to be Consistent with the Development Documents. Except as expressly provided in this Agreement, all development, whether by the Developer or a successor in interest, will be consistent with this Agreement and the approved Development Documents.

ARTICLE IV
DEFAULT AND COSTS

4.1 Default. In the event of a failure by any party to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from the other party, the non-defaulting party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:

4.1.1 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and

4.1.2 To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, specific performance and/or damages.

4.2 Court Costs and Attorneys' Fees. In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

ARTICLE VI
GENERAL MATTERS

6.1 Amendments. Any alteration or change to this Agreement shall be made only after complying with the same procedures followed for the adoption and approval of this Agreement.

6.2 Laws and Forum. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with Utah law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Weber County, Utah.

6.3 Legal Representation. Each of the Parties hereto acknowledge that they either have been represented by legal counsel in negotiating this Agreement or that they had the opportunity to consult legal counsel and chose not to do so.

6.4 No Third Party Rights. Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

6.5 Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

The City: West Haven City
4150 S. 3900 W.
West Haven, Utah 84401
Attention: Steve Anderson

Developer: Castle Creek Homes

1798 West 5150 South #103

Roy Utah 84067

Attention: Bryce Thurgood

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

6.9 Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Project, contain and constitute the entire agreement.

6.10 Effective Date. This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as of the Effective Date.

6.11 Termination. This Agreement shall terminate upon mutual written agreement of the parties hereto, failure of the Conditions Precedent to occur on or before one year after the Effective Date.

6.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

[Signature Page Follows]

Exhibit A
Property Description

All of Staker Farms – Phase 1 Entry No.3054534

Parcel 15-088-0048

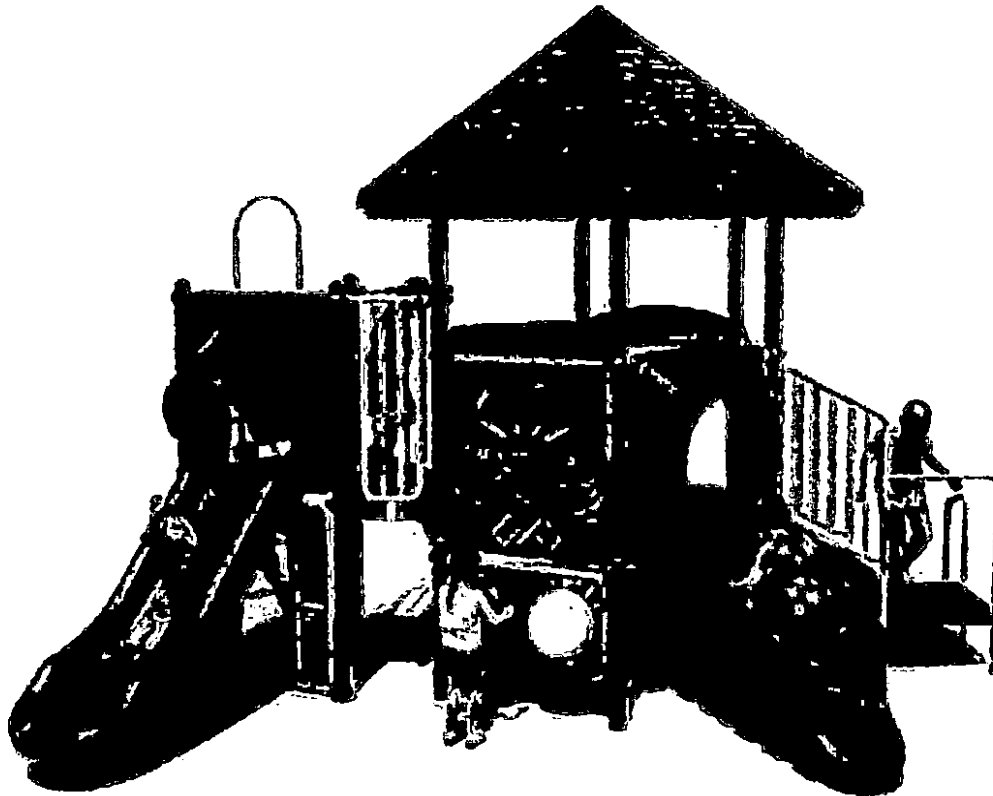
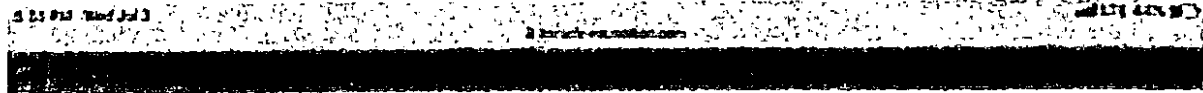
PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SAID SECTION 33, AND RUNNING THENCE NORTH 89°08'48" WEST 1736.88 FEET, MORE OR LESS, TO AN EXISTING FENCE; THENCE ALONG SAID FENCE THE FOLLOWING THREE (3) COURSES: (1) NORTH 00°43'34" EAST 851.15 FEET (2) NORTH 00°48'46" EAST 948.76 FEET (3) NORTH 00°37'53" EAST 859.63 FEET, MORE OR LESS TO THE NORTHERLY LINE OF SAID SECTION 33, THENCE SOUTH 89°07'48" EAST 240.16 FEET ALONG SAID NORTHERLY LINE, THENCE SOUTH 00°43'34" WEST 175.62 FEET, THENCE SOUTH 89°08'48" EAST 178.11 FEET, THENCE SOUTH 01°01'05" WEST 843.44 FEET, THENCE SOUTH 88°58'55" EAST 522.85 FEET, MORE OR LESS, TO THE PROJECTION OF AN EXISTING FENCE, THENCE ALONG SAID FENCE, AND PROJECTION THEREOF, THE FOLLOWING SIX (6) COURSES: (1) SOUTH 00°55'10" WEST 500.68 FEET, (2) SOUTH 89°24'29" EAST 155.99 FEET (3) NORTH 89°31'06" EAST 68.40 FEET (4) SOUTH 89°38'49" EAST 202.03 FEET (5) NORTH 89°59'01" EAST 211.17 FEET (6) SOUTH 89°24'54" EAST 168.06 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID SECTION 33, THENCE SOUTH 00°55'08" WEST 293.26 FEET ALONG SAID EASTERLY LINE, THENCE NORTH 89°04'52" WEST 300.40 FEET, THENCE SOUTH 00°55'08" WEST 191.78 FEET, THENCE NORTH 89°04'52" WEST 8.00 FEET, THENCE SOUTH 00°55'08" WEST 141.83 FEET, THENCE NORTH 55°52'10" EAST 9.77 FEET, THENCE NORTH 67°55'23" EAST 135.66 FEET, THENCE SOUTH 89°04'52" EAST 175.52 FEET, MORE OR LESS, TO SAID EASTERLY LINE OF SAID SECTION 33, THENCE SOUTH 00°55'08" WEST 578.03 FEET ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

Parcel 15-088-0004

PART OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 1019 FEET SOUTH OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST 351 FEET; THENCE SOUTH 235 FEET; THENCE EAST 351 FEET; THENCE NORTH 235 FEET TO BEGINNING

Parcel 15-088-0036

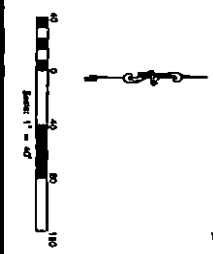
BEGINNING 76 RODS SOUTH OF THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, OF THE SALT LAKE MERIDIAN, U.S. SURVEY, RUNNING THENCE WEST 21 RODS 4 1/2 FEET, NORTH 14 RODS 4 FEET, THENCE WEST 37.3 RODS, MORE OR LESS, TO A POINT 31.43 RODS EAST OF THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER SECTION, THENCE SOUTH 28 RODS THENCE EAST 48.57 RODS, MORE OR LESS, TO THE EAST LINE OF SAID SECTION, THENCE NORTH 13 RODS 12 1/2 FEET TO THE PLACE OF BEGINNING.



Product Description

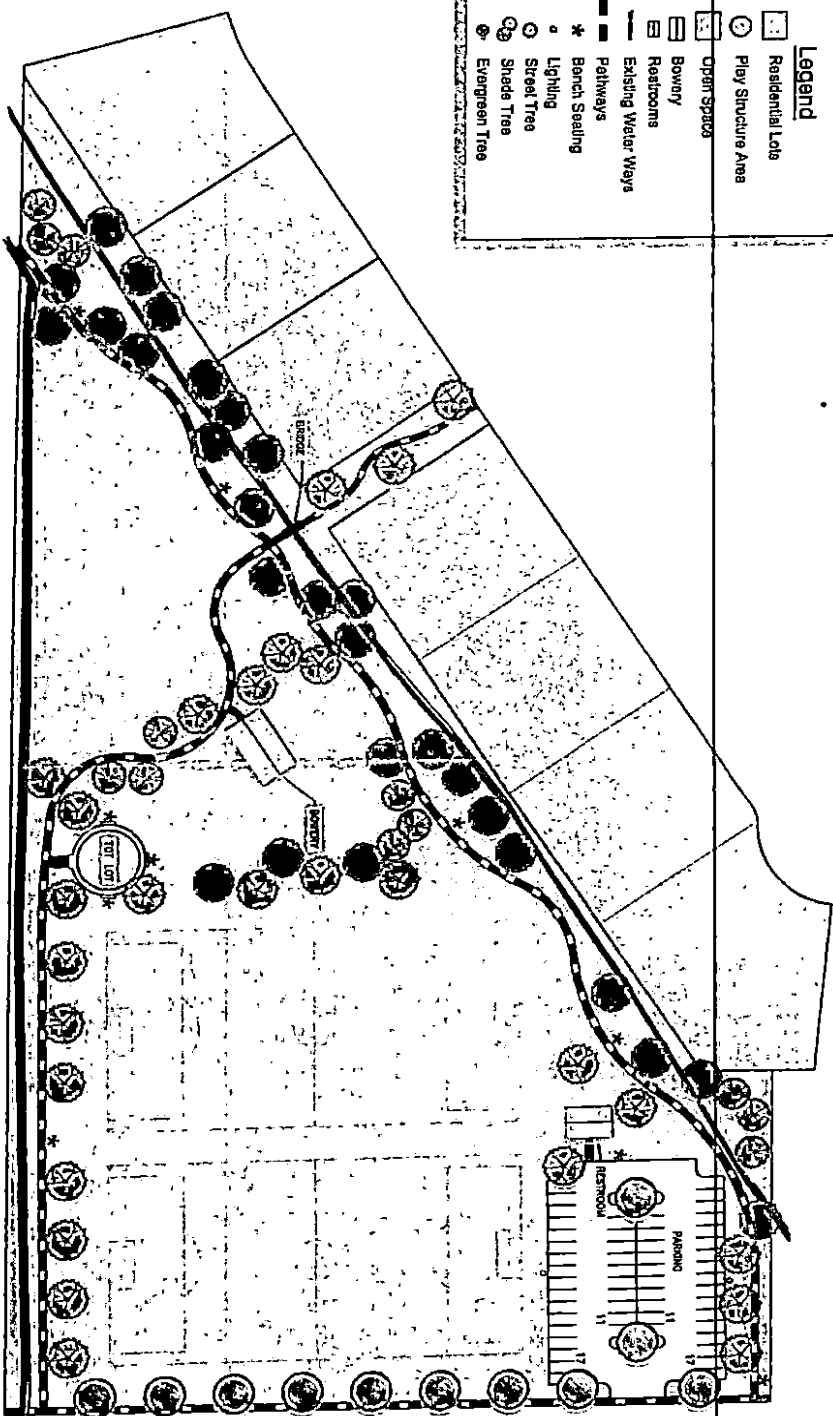
playground component prices, please contact your local representative. Prices do not include

THIS PLAN AND PROVISIONS ARE THE PROPERTY OF STAKER & MUTTBROOK, INC. THIS IS A PRELIMINARY PLAN AND SHALL NOT BE REPRODUCED, RE-CREATED, OR USED IN ANY MANNER OTHER THAN THAT AUTHORIZED BY STAKER & MUTTBROOK, INC. WITHOUT THE WRITTEN CONSENT OF STAKER & MUTTBROOK, INC. ANY CHANGES OR REVISIONS MADE TO THIS PLAN BY THE DESIGN PROFESSION SHALL BE INDICATED BY A REVISION TABLE.



Legend

- Residential Lots
- Play Structure Area
- Open Spaces
- Bowing
- Restrooms
- Existing Water Ways
- Pathways
- Bench Seating
- Lighting
- Street Tree
- Shade Tree
- Evergreen Tree



Staker / Muttbrook Property

West Haven City, Weber County, Utah

Developer:
 CENTRE CIRCLE HOMES
 1726 W. 5150 S.
 RAY, UT. 84067
 (801) 525-0881

3500 W. STREET

Staker / Muttbrook Property
 PART OF THE NE 1/4 OF SECTION 23, T4N, R. 2E, S. 22E, S. 23E, U.S. SURVEY
 WEST WARD CITY, WEBER COUNTY, UTAH

Color Rendering

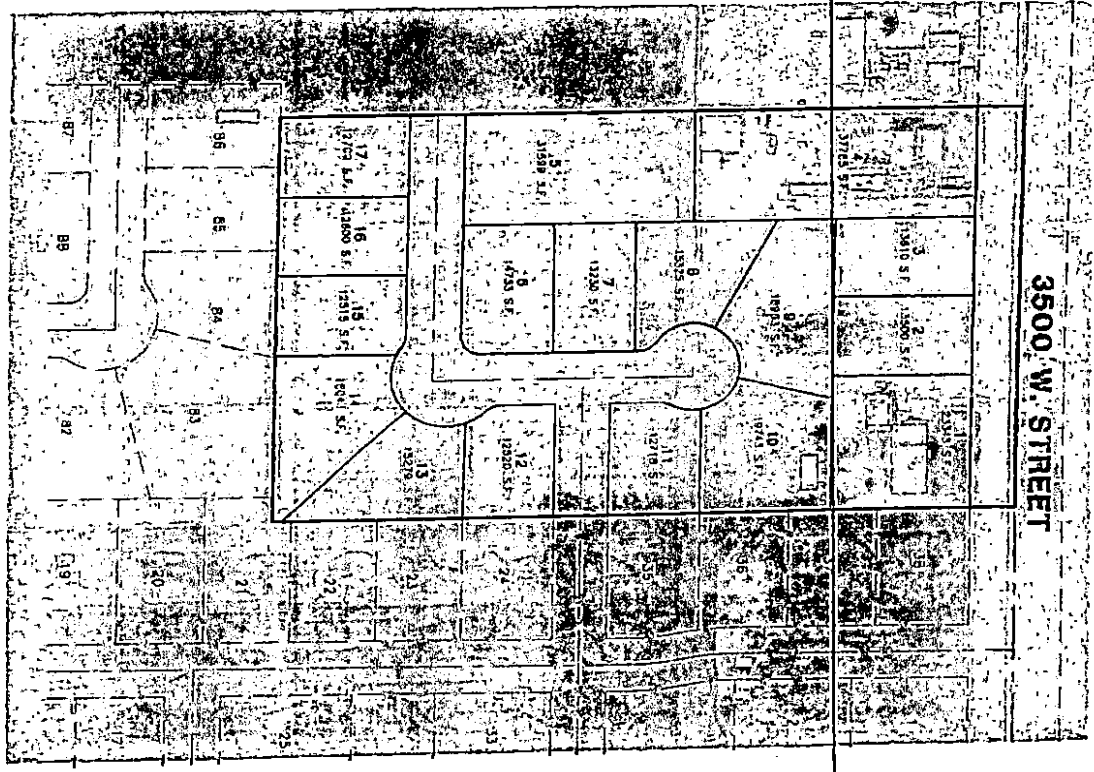
NO.	REVISIONS	DATE	DESCRIPTION

Reeve & Associates, Inc.

ARCHITECTS

1726 W. 5150 S. RAY, UT. 84067
 (801) 525-0881

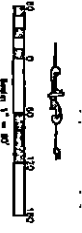
Sheet	1
Scale	1" = 40'
Drawn by	
Checked by	
Approved by	
Date	
Project No.	
Client	
Address	
City	
State	
Zip	
Phone	
Fax	
E-mail	




Olsen - Keepers Property

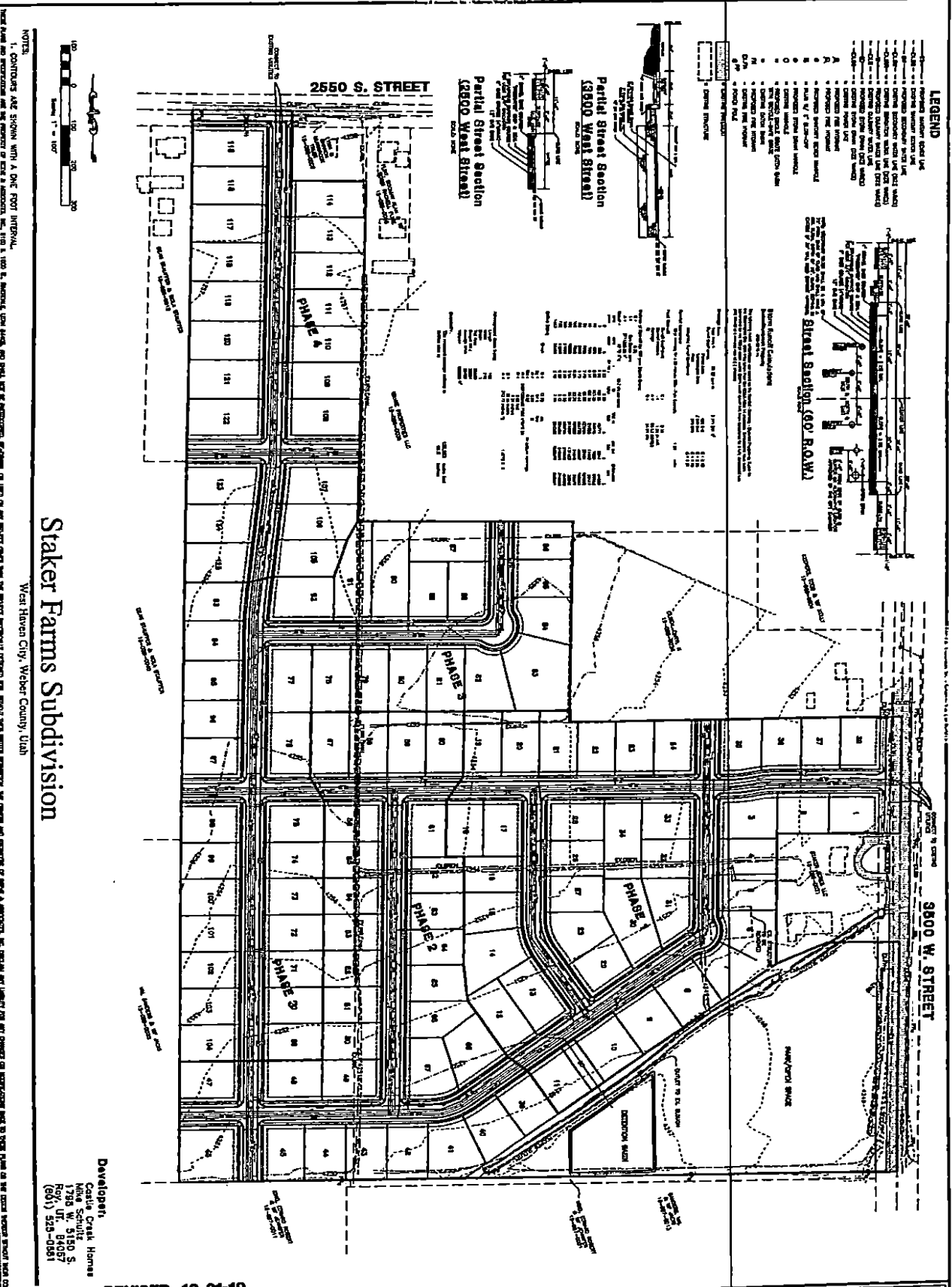
West Haven City, Weber County, Utah

Developer:
 Castle Creek Homes
 Mike Schultz
 1888 S. 8400 S.
 Riverton, UT 84067
 (801) 528-0881



THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. THIS PLAN IS INTENDED TO BE USED AS A GUIDE ONLY. REEVE & ASSOCIATES, INC. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN OR ANY PROJECT DERIVED FROM THIS PLAN. REEVE & ASSOCIATES, INC. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN OR ANY PROJECT DERIVED FROM THIS PLAN. REEVE & ASSOCIATES, INC. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN OR ANY PROJECT DERIVED FROM THIS PLAN.

Plat No. _____ Sheet No. _____ of _____ Date _____	WORKING DATE _____ PREPARED BY _____	 Reeve & Associates, Inc. 1000 N. 1000 W. Salt Lake City, UT 84119 (801) 528-0881
Sketch Plan	DATE _____ PREPARED BY _____	REEVE & ASSOCIATES, INC. 1000 N. 1000 W. SALT LAKE CITY, UT 84119 (801) 528-0881



NOTES:
 1. CONTIGUOUS ARE SHOWN WITH A ONE FOOT INTERVAL.
 2. THE SHOWN ARE NOT TO SCALE AND THE DISTANCE OF EACH A. HORIZONTAL, VERTICAL, OR DIAGONAL, OR LINE OF ANY OTHER OBJECT SHALL BE THE DISTANCE INDICATED THEREON. THE OWNER AND ENGINEER OF THIS A. HORIZONTAL, VERTICAL, OR DIAGONAL, OR LINE OF ANY OTHER OBJECT SHALL BE THE DISTANCE INDICATED THEREON. THE OWNER AND ENGINEER OF THIS A. HORIZONTAL, VERTICAL, OR DIAGONAL, OR LINE OF ANY OTHER OBJECT SHALL BE THE DISTANCE INDICATED THEREON.

Staker Farms Subdivision

West Haven City, Weber County, Utah

Developer:
 Castle Creek Homes
 Mike Schultz
 1758 W. 5100 S.
 Salt Lake City, UT 84119
 (801) 525-0881

REVISED: 10-21-19

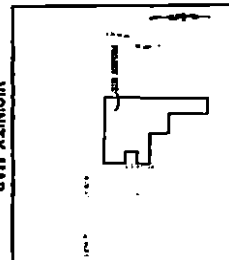
Sheet	2
Stakes	2

Staker Farms Subdivision
 PART OF THE NE 1/4 OF SECTION 33, T20N, R. 7E, S12 & 13, U.S. SURVEY
 WEST HAVEN CITY, WEBER COUNTY, UTAH

Preliminary Utility Plan

DATE	DESCRIPTION

Reeve & Associates, Inc.
 1000 W. 1000 S. SUITE 100
 SALT LAKE CITY, UT 84119
 (801) 466-1111



BOUNDARY DESCRIPTION
 A detailed description of the boundaries of the subdivision, including bearings, distances, and references to other maps and documents.

ZONING INFO

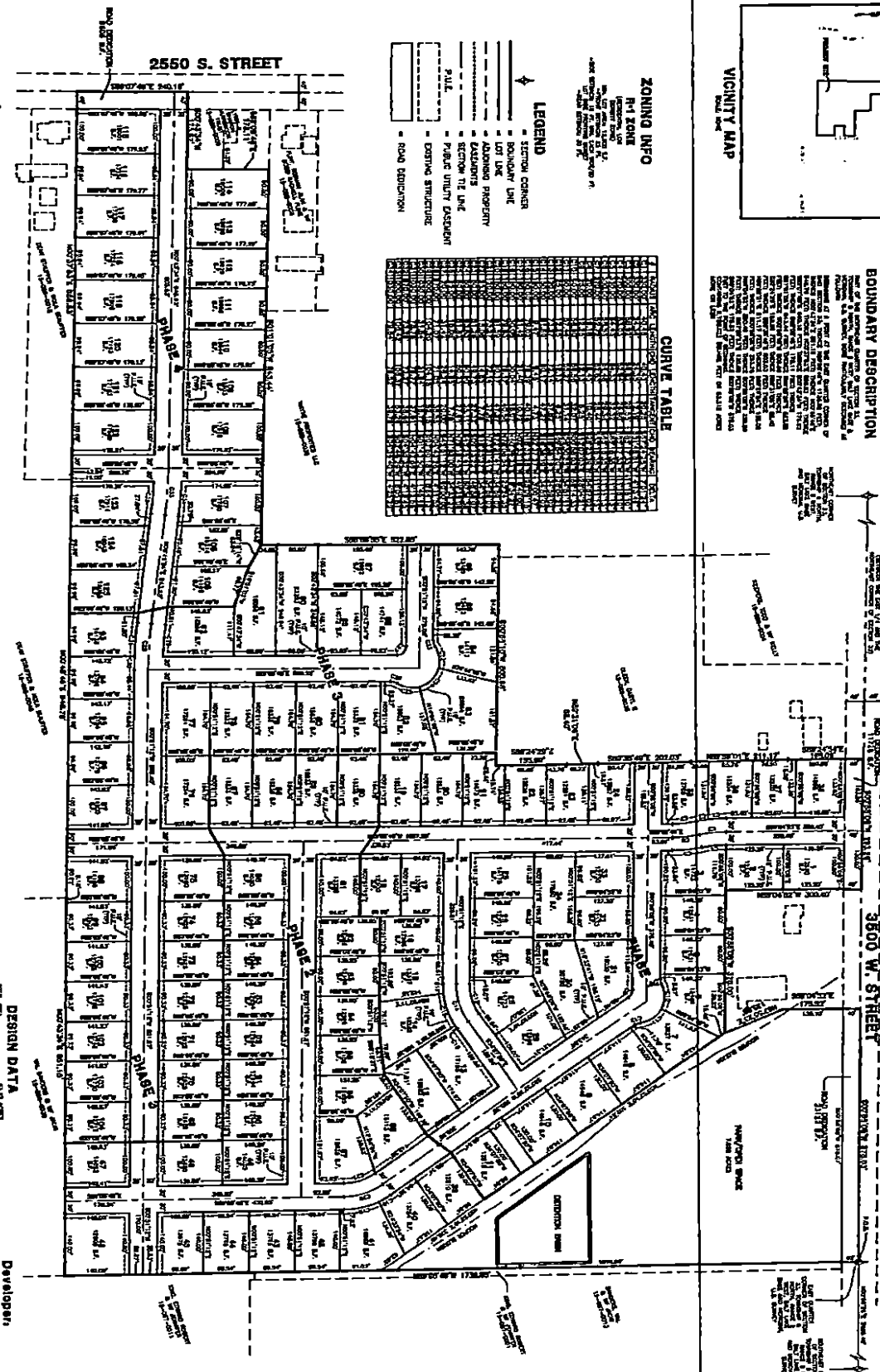
R1Y ZONE
 Single-Family Residential
 Minimum Lot Area: 10,000 sq. ft.
 Minimum Front Setback: 25 ft.
 Minimum Side Setback: 10 ft.
 Minimum Rear Setback: 10 ft.

LEGEND

- SECTION CORNER
- BOUNDARY LINE
- LOT LINE
- ADJACENT PROPERTY
- SECTION TIE LINE
- PLAT
- PLACED UTILITY EASEMENT
- EXISTING STRUCTURE
- ROAD REDUCTION

CURVE TABLE

Stationing	Curve Data
1+00.00	100.00' Radius, 90.00° Angle
2+00.00	100.00' Radius, 90.00° Angle
3+00.00	100.00' Radius, 90.00° Angle
4+00.00	100.00' Radius, 90.00° Angle
5+00.00	100.00' Radius, 90.00° Angle
6+00.00	100.00' Radius, 90.00° Angle
7+00.00	100.00' Radius, 90.00° Angle
8+00.00	100.00' Radius, 90.00° Angle
9+00.00	100.00' Radius, 90.00° Angle
10+00.00	100.00' Radius, 90.00° Angle
11+00.00	100.00' Radius, 90.00° Angle
12+00.00	100.00' Radius, 90.00° Angle
13+00.00	100.00' Radius, 90.00° Angle
14+00.00	100.00' Radius, 90.00° Angle
15+00.00	100.00' Radius, 90.00° Angle
16+00.00	100.00' Radius, 90.00° Angle
17+00.00	100.00' Radius, 90.00° Angle
18+00.00	100.00' Radius, 90.00° Angle
19+00.00	100.00' Radius, 90.00° Angle
20+00.00	100.00' Radius, 90.00° Angle
21+00.00	100.00' Radius, 90.00° Angle
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30+00.00	100.00' Radius, 90.00° Angle
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35+00.00	100.00' Radius, 90.00° Angle
36+00.00	100.00' Radius, 90.00° Angle
37+00.00	100.00' Radius, 90.00° Angle
38+00.00	100.00' Radius, 90.00° Angle
39+00.00	100.00' Radius, 90.00° Angle
40+00.00	100.00' Radius, 90.00° Angle
41+00.00	100.00' Radius, 90.00° Angle
42+00.00	100.00' Radius, 90.00° Angle
43+00.00	100.00' Radius, 90.00° Angle
44+00.00	100.00' Radius, 90.00° Angle
45+00.00	100.00' Radius, 90.00° Angle
46+00.00	100.00' Radius, 90.00° Angle
47+00.00	100.00' Radius, 90.00° Angle
48+00.00	100.00' Radius, 90.00° Angle
49+00.00	100.00' Radius, 90.00° Angle
50+00.00	100.00' Radius, 90.00° Angle



Staker Farms Subdivision

West Haven City, Weber County, Utah

DESIGN DATA

THIS SUBDIVISION WAS DESIGNED BY REEVE & ASSOCIATES, INC. UNDER THE CLOSE PERSONAL SUPERVISION OF THE ENGINEER AND ENGINEERS OF REEVE & ASSOCIATES, INC. THE ENGINEER AND ENGINEERS OF REEVE & ASSOCIATES, INC. HEREBY CERTIFY THAT THE DESIGN INFORMATION SHOWN ON THESE PLANS IS THE DESIGN INFORMATION SHOWN ON THESE PLANS.

Developer:

Carole Crain Homes
 1756 S. 1100 E.
 Salt Lake City, UT 84143
 (801) 525-0881

REVISED: 10-21-19

Staker Farms Subdivision
 PART OF THE NE 1/4 OF SECTION 20, T10N, R22E, S14E, W. 1/4, U.S. BUREAU OF LAND MANAGEMENT
 WEST HAVEN CITY, WEBER COUNTY, UTAH

Preliminary Plan

DATE	DESCRIPTION

Reeve & Associates, Inc.
 1000 S. 1100 E., Suite 100
 Salt Lake City, UT 84143
 (801) 525-0881

Sheet 1	2
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IN WITNESS WHEREOF, the Parties have executed this Development Agreement.

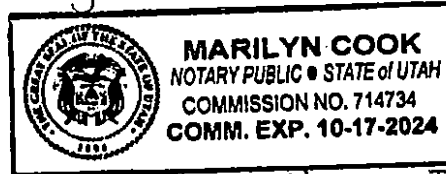
WEST HAVEN CITY, a municipality and political subdivision of the State of Utah

By: Sharon Bolos
mayor

STATE OF UTAH

: ss.

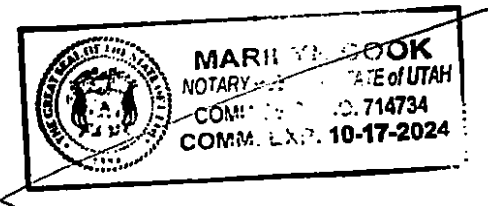
COUNTY OF WEBER



On this 29th day of April, 2020, personally appeared Sharon Bolos, known or identified to me to be the mayor of West Haven City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Marilyn Cook
Notary Public for Utah



Castle Creek Homes,

By Bryce Thurgood
Its land manager

STATE OF UTAH

: ss.

COUNTY OF

On this 28 day of April, 2020, personally appeared Bryce Thurgood, known or identified to me to be the land manager of Castle Creek Homes, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Jamie Williams
Notary Public for Utah

