

E 2560848 B 5134 P 1522-1532  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/20/2010 04:04 PM  
FEE \$35.00 Pgs: 11  
DEP RT REC'D FOR CENTERVILLE CITY

**RETURNED**  
**OCT 20 2010**

When recorded, return to:

Centerville City  
Attn: City Recorder  
250 North Main Street  
Centerville, Utah 84014

Affects Parcels 06-008-0027, 06-008-0038, 06-008-0057, 06-008-0058, 06-008-0087  
0104, 0105, 0106

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the 5<sup>th</sup> day of October, 2010, by and between LEGACY CROSSING LLC, a Utah limited liability company ("Assignor"), LEGACY CROSSING THEATRE, LLC, a Utah limited liability company ("Assignee"), and CENTERVILLE CITY, a Utah municipal corporation (City), collectively, the "Parties", or individually, a "Party".

**RECITALS:**

WHEREAS, Assignor and the City have previously entered into that certain Development Agreement dated September 21, 2010 ("Development Agreement"), regarding

the development of a mixed commercial/residential planned development on property located at approximately 1250 West and Parrish Lane in Centerville, Utah, as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference ( "Property");

WHEREAS, the Development Agreement has been recorded against the Property in the Davis County Recorder's Office as Entry No. 2555652, Book 5118, Pages 526-622; and

WHEREAS, Assignee is the recent purchaser and owner of a portion of the Property which is more particularly described in Exhibit "B," attached hereto and incorporated herein by reference, and referred to in the Development Agreement as Phase 1 ("Phase 1"); and

WHEREAS, Assignor desires to joint and severally assign its rights and obligations under the Development Agreement to Assignee with respect to the development of Phase 1 under the terms and conditions of the Development Agreement as more particularly provided herein; and

WHEREAS, the Parties are entering into this Agreement in order to effect, joint and severally, an assignment by Assignor and acceptance and assumption by Assignee of the Development Agreement as it pertains to Phase 1 and any other property within the project which Assignee has an interest, as more particularly provided herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns to Assignee joint

and several liability and responsibility for Assignor's right, title and interest in and to the Development Agreement as it pertains to Phase 1, together with Assignor's rights, powers and privileges thereunder existing from and after the date of this Agreement. Assignee hereby accepts the same and assumes the rights and responsibilities of the Development Agreement as it pertains to Phase 1 and agrees to timely pay and perform each and every obligation to be paid and performed under the Development Agreement as it pertains to Phase 1 from and after the date of this Agreement. It is expressly agreed and understood by the parties that both Assignor and Assignee shall be joint and severally liable and responsible for the performance of the obligations of the Development Agreement with respect to Phase 1. Pursuant to Section 60 of the Development Agreement, Assignee further agrees to be bound by the terms of the Development Agreement and to be liable, with Assignor, for the performance of each of the obligations contained in the Development Agreement as it relates to Phase 1 and any other applicable obligation.

2. Acknowledgment of Recording. Assignee hereby acknowledges and authorizes the recording of the Development Agreement and this Assignment against Phase 1 and any other property in which Assignee has an interest.

3. Successors and Assigns. This Agreement shall bind the Parties, their personal representatives, successors and assigns. Any assignment of the rights and duties of Assignee as assigned herein shall be subject to and comply with the terms of the Development Agreement, including, but not limited to Section 60 of the Development Agreement.

4. Attorneys' Fees. Should any Party commence a legal proceeding to enforce any of the terms or provisions of this Agreement, the prevailing Party in such proceeding shall recover reasonable attorneys' fees and costs from the defaulting Party, as fixed by the court in such proceeding.

5. Effective Date of Assignment. The provisions of this Agreement shall become effective immediately upon proper execution by the Parties.

6. Miscellaneous. Nothing herein shall be deemed to create the relationship of principal and agent, partnership or joint venture between the Parties. This Agreement shall be interpreted and construed only by the content hereof, and there shall be no presumption or standard of construction in favor of or against any Party. This Agreement may be amended or modified only in writing. The invalidity or unenforceability of any provision of this Agreement, as determined by a court, shall in no way affect the validity or enforceability of any of the remaining provisions hereof. This Agreement shall be construed according to and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

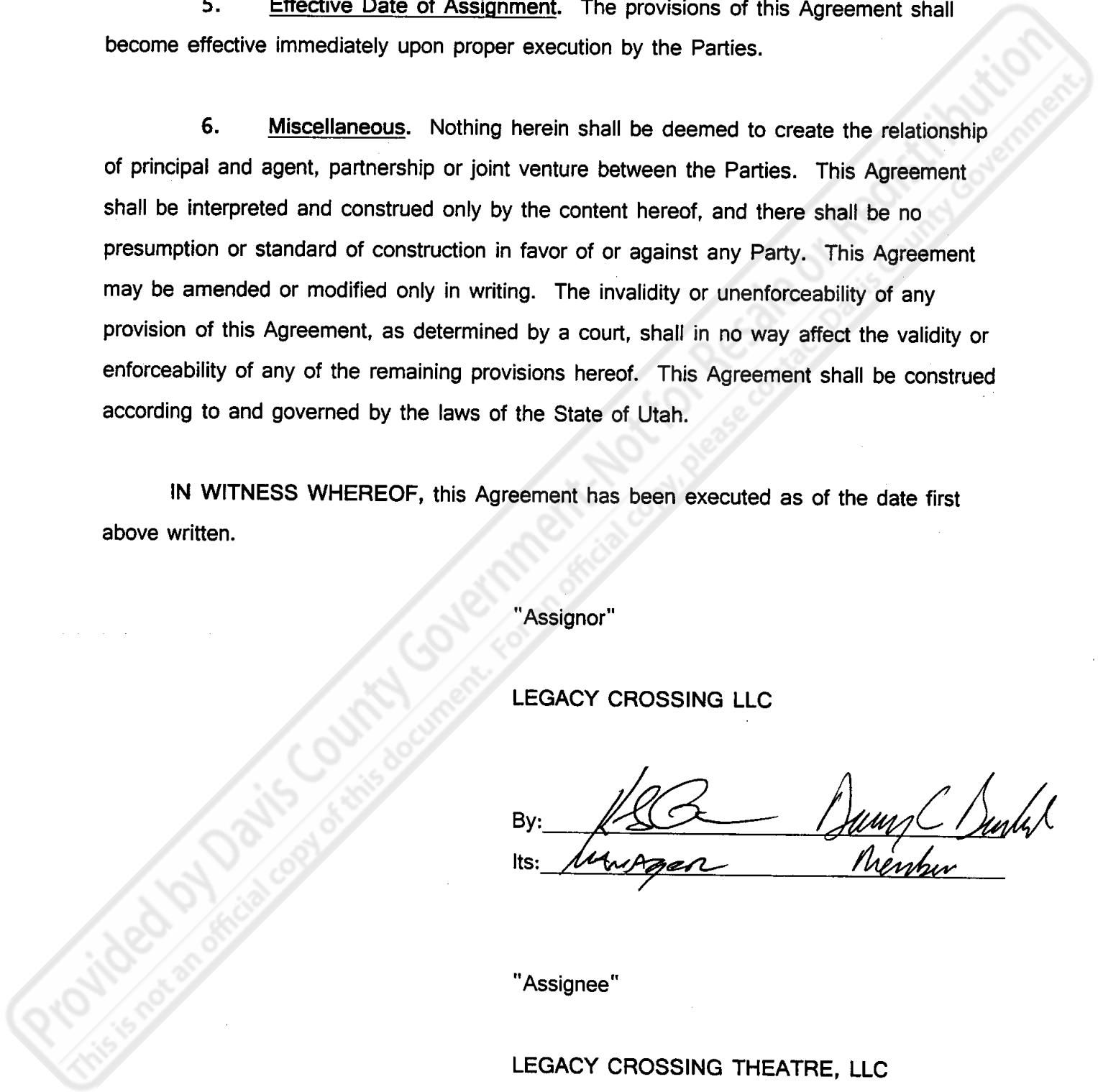
"Assignor"

LEGACY CROSSING LLC

By: [Signature] [Signature]  
Its: Manager Member

"Assignee"

LEGACY CROSSING THEATRE, LLC



By: Ken G Jerry C Burch  
Its: Manager Member

City

CENTERVILLE CITY

Ronald G Russell

Mayor Ronald G. Russell

ATTEST:

Marilyn Holje  
Marilyn Holje, City Recorder



CITY ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss.  
COUNTY OF DAVIS )

On the 13<sup>th</sup> day of October, 2010, personally appeared before me Ronald G. Russell, who being duly sworn, did say that he is the Mayor of CENTERVILLE CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Ronald G. Russell acknowledged to me that the City executed the same.

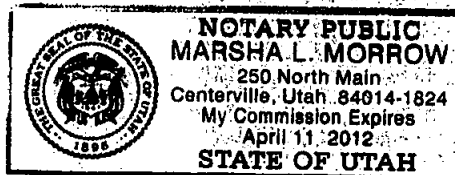
Marsha L Morrow  
Notary Public

My Commission Expires:

4-11-2012

Residing at:

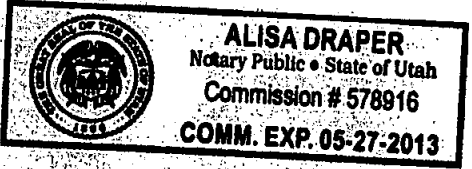
Centerville



ASSIGNOR ACKNOWLEDGMENT

STATE OF Utah )  
 )  
:SS.  
COUNTY OF Davis )

On the 5 day of October, 2010, personally appeared before me ~~Kam Garn - Danny Brundson~~ who being by me duly sworn did say that he is the managing member of LEGACY CROSSING LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



Alisa Draper  
Notary Public

My Commission Expires: 2013

Residing at: Farmington Utah

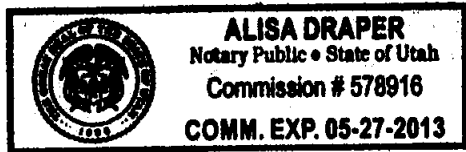
ASSIGNEE ACKNOWLEDGMENT

STATE OF UTAH )  
 )  
:SS.  
COUNTY OF Davis )

On the 5 day of October, 2010, personally appeared

before me

~~Kevin Garcia~~ ~~Johnny P. ...~~ who being by me duly sworn did say that he is the managing member of LEGACY CROSSING THEATRE, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



Alisa Draper  
Notary Public

My Commission Expires: 2013

Residing at: Birmingham Utah

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\_\_\_\_\_

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## EXHIBIT "A"

## Legal Description of Property

**BOUNDARY DESCRIPTION**

Beginning at a point on the west line of a Union Pacific Railroad Right-of-Way, said point being North  $0^{\circ}05'33''$  West 956.36 feet along the section line and West 112.25 feet from the Southeast Corner Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running:

thence West 399.55 feet;  
 thence North 309.55 feet;  
 thence West 153.69 feet;  
 thence North  $36^{\circ}27'30''$  East 200.82 feet;  
 thence North  $0^{\circ}03'50''$  East 52.64 feet to the Southeast Corner of a parcel in the ownership of the Utah Department of Transportation, (UDOT) 200 North Street;  
 thence northeasterly, northerly, and northwesterly 203.44 feet along the arc of a 50.00 foot radius curve to the left, (center bears North  $0^{\circ}03'50''$  East and long chord bears North  $26^{\circ}30'05''$  West 89.44 feet, with a central angle of  $233^{\circ}07'50''$ ), to the north line of said UDOT parcel 200 North Street;  
 thence North  $89^{\circ}56'12''$  West 696.78 feet along the north line of said UDOT parcel;  
 thence northwesterly 1.83 feet along the arc of a 207.50 foot radius curve to the right, (center bears North  $17^{\circ}55'25''$  East and long chord bears North  $71^{\circ}49'25''$  West 1.83 feet, with a central angle of  $0^{\circ}30'19''$ );  
 thence northwesterly 60.46 feet along the arc of a 232.50 foot radius curve to the left, (center bears South  $18^{\circ}25'44''$  West and long chord bears North  $79^{\circ}01'13''$  West 60.29 feet, with a central angle of  $14^{\circ}53'55''$ );  
 thence northwesterly 22.65 feet along the arc of a 15.00 foot radius curve to the right, (center bears North  $3^{\circ}31'49''$  East and long chord bears North  $43^{\circ}12'32''$  West 20.56 feet, with a central angle of  $86^{\circ}31'17''$ ), to the east line of 1250 West Street;  
 thence North  $0^{\circ}03'06''$  East 298.53 feet along the east line of 1250 West Street;  
 thence northeasterly 30.34 feet along the arc of a 35.00 foot radius curve to the right, (center bears South  $89^{\circ}56'54''$  East and long chord bears North  $24^{\circ}52'55''$  East 29.40 feet, with a central angle of  $49^{\circ}39'37''$ );  
 thence northeasterly 113.93 feet along the arc of a 77.00 foot radius curve to the left, (center bears North  $40^{\circ}17'17''$  West and long chord bears North  $7^{\circ}19'25''$  East 103.82 feet, with a central angle of  $84^{\circ}46'42''$ );  
 thence northwesterly 85.81 feet along the arc of a 140.00 foot radius curve to the right, (center bears North  $54^{\circ}56'01''$  East and long chord bears North  $17^{\circ}30'26''$  West 84.47 feet, with a central angle of  $35^{\circ}07'05''$ ), to the east line of 1250 West Street;  
 thence North  $0^{\circ}03'06''$  East 302.27 feet along the east line of 1250 West Street to the south line of Parrish Lane;  
 thence South  $86^{\circ}08'42''$  East 915.93 feet along the south line of Parrish Lane to an existing UDOT Right-of-Way Marker;  
 thence South  $89^{\circ}52'42''$  East 335.75 feet along the south line of Parrish Lane to the west line of a Union Pacific Railroad Right-of-Way;  
 thence South  $0^{\circ}12'50''$  West 1380.29 feet along the west line of a Union Pacific Railroad Right-of-Way to the point of beginning.

Contains: 1,250,315 square feet, 28.703 acres, 6 lots.

## EXHIBIT "B"

## LEGAL DESCRIPTION OF PHASE 1

KRR  
 July 15, 2010  
 L-1882

**Legacy Crossing Phase 1 Legal Description (without Private Roadway)**

Beginning at the intersection of the south line of Parrish Lane and the west line of the Union Pacific Railroad right-of-way, said point being North  $0^{\circ}05'33''$  West 2336.41 feet along the section line to the south line of Parrish Lane and North  $89^{\circ}52'42''$  West 104.87 feet along the south line of Parrish Lane from the Southeast Corner Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running;

Thence South  $0^{\circ}12'50''$  West 809.75 feet along the west line of the Union Pacific Railroad right-of-way line,

Thence North  $89^{\circ}56'12''$  West 385.65 feet;

Thence northerly and northwesterly 127.60 feet along the arc of a 50.00 foot radius curve to the left, (center bears North  $86^{\circ}50'32''$  West and long chord bears North  $69^{\circ}57'16''$  West 95.69 feet, with a central angle of  $146^{\circ}13'28''$ );

Thence North  $89^{\circ}56'12''$  West 120.70 feet;

Thence North  $0^{\circ}03'48''$  East 324.10 feet;

Thence southeasterly 158.78 feet along the arc of a 489.00 foot radius curve to the right, (center bears South  $6^{\circ}07'29''$  West and long chord bears South  $74^{\circ}34'23''$  East 158.08 feet, with a central angle of  $18^{\circ}36'15''$ );

Thence southeasterly, easterly, northerly and northwesterly 144.66 feet along the arc of a 37.00 foot radius curve to the left, (center bears North  $38^{\circ}34'19''$  East and long chord bears North  $16^{\circ}34'05''$  East 68.61 feet, with a central angle of  $224^{\circ}00'29''$ );

Thence northwesterly 80.35 feet along the arc of a 557.00 foot radius curve to the left, (center bears South  $23^{\circ}43'38''$  West and long chord bears North  $70^{\circ}24'20''$  West 80.28 feet, with a central angle of  $8^{\circ}15'56''$ );

thence North  $15^{\circ}27'42''$  East 51.21 feet;

thence North 363.33 feet to the south line of Parrish Lane;

thence South  $86^{\circ}08'43''$  East 153.53 feet along the south line of Parrish Lane to a UDOT Right-of-Way Marker at an angle point of said south line;

thence South  $89^{\circ}52'42''$  East 335.75 feet along the south line of Parrish Lane to the point of beginning.

Contains 419,257 square feet. 9.625 acres.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Keith R. Russell  
 License no. 164386

## EXHIBIT "B"

## LEGAL DESCRIPTION OF PHASE 1

KRR  
 July 15, 2010  
 L-1882

**Legacy Crossing Phase 1 Legal Description of Private Roadway  
 (Legacy Crossing Boulevard)**

Beginning at a point North  $0^{\circ}05'33''$  West 2016.09 feet along the section line and West 1329.86 feet from the Southeast Corner Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian, and running;

thence South  $35^{\circ}03'54''$  East 7.46 feet;

thence southeasterly 21.28 feet along the arc of a 25.00 foot radius curve to the left, (center bears North  $54^{\circ}56'06''$  East and long chord bears South  $59^{\circ}27'08''$  East 20.65 feet, with a central angle of  $48^{\circ}46'29''$ );

thence southeasterly 99.76 feet along the arc of a 756.00 foot radius curve to the right, (center bears South  $6^{\circ}09'38''$  West and long chord bears South  $80^{\circ}03'34''$  East 99.69 feet, with a central angle of  $7^{\circ}33'38''$ );

thence southeasterly 404.54 feet along the arc of a 1218.00 foot radius curve to the left, (center bears North  $13^{\circ}43'15''$  East and long chord bears South  $85^{\circ}47'38''$  East 402.68 feet, with a central angle of  $19^{\circ}01'47''$ );

thence southeasterly 282.27 feet along the arc of a 557.00 foot radius curve to the right, (center bears South  $5^{\circ}18'32''$  East and long chord bears South  $80^{\circ}47'27''$  East 279.26 feet, with a central angle of  $29^{\circ}02'10''$ );

Thence southeasterly, southerly, westerly and northwesterly 144.66 feet along the arc of a 37.00 foot radius curve to the right, (center bears South  $5^{\circ}26'10''$  East and long chord bears South  $16^{\circ}34'05''$  West 68.61 feet, with a central angle of  $244^{\circ}00'29''$ );

Thence northwesterly 256.36 feet along the arc of a 489.00 foot radius curve to the left, (center bears South  $24^{\circ}43'45''$  West and long chord bears South  $80^{\circ}17'24''$  West 253.44 feet, with a central angle of  $30^{\circ}02'17''$ );

Thence northwesterly 427.12 feet along the arc of a 1286.00 foot radius curve to the right, (center bears North  $5^{\circ}18'32''$  West and long chord bears North  $85^{\circ}47'38''$  West 425.16 feet, with a central angle of  $19^{\circ}01'47''$ );

Thence northwesterly 64.58 feet along the arc of a 688.00 foot radius curve to the left, (center bears South  $13^{\circ}43'15''$  West and long chord bears North  $78^{\circ}58'06''$  West 64.56 feet, with a central angle of  $5^{\circ}22'43''$ );

Thence southwesterly 57.89 feet along the arc of a 69.20 foot radius curve to the left, (center bears South  $8^{\circ}20'33''$  West and long chord bears South  $74^{\circ}01'38''$  West 56.16 feet, with a central angle of  $48^{\circ}37'50''$ );

thence northeasterly 113.93 feet along the arc of a 77.00 foot radius curve to the left, (center bears North  $40^{\circ}17'17''$  West and long chord bears North  $7^{\circ}19'22''$  East 103.82 feet, with a central angle of  $84^{\circ}46'42''$ ) to the point of beginning.

Contains 56,911 square feet, 1.306 acres.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Keith R. Russell  
 License no. 164386