

E 2691299 B 5619 P 728-766
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/03/2012 02:02 PM
FEE \$94.00 Pas: 39
DEF RT REC'D FOR CENTERVILLE CITY

RETURNED
OCT 03 2012

When recorded, return to:

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

Affects Parcels: 06-336-0001, 06-336-0002, 06-336-0003, 06-336-0005, 06-336-0006, 06-336-0007, 06-336-0008, 06-336-0009, 06-336-0010

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT BETWEEN CENTERVILLE
CITY, PARRISH LAND HOLDINGS, LLC, LEGACY CROSSING LLC, LEGACY
CROSSING THEATRE, LLC, LEGACY CROSSING APARTMENTS, L.C.,
SUMMERWOOD HOLDINGS II, LLC, AND LEGACY CROSSING OWNERS
ASSOCIATION, INC.**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
("Amendment") is made and entered into as of the 2nd day of October,
2012, by and between **CENTERVILLE CITY**, a Utah municipal corporation ("City"),
PARRISH LAND HOLDINGS, LLC, a Utah limited liability company, **LEGACY
CROSSING LLC**, a Utah limited liability corporation, **LEGACY CROSSING THEATRE,
LLC**, a Utah limited liability company, **LEGACY CROSSING APARTMENTS, L.C.**, a
Utah limited liability company, **SUMMERWOOD HOLDINGS II, LLC**, a Utah limited
liability company, and **LEGACY CROSSING OWNERS ASSOCIATION, INC.**, a Utah
non-profit corporation (collectively referred to herein as "Developer").

RECITALS:

WHEREAS, the City, Parrish Land Holdings, LLC and Legacy Crossing LLC
previously entered into that certain Development Agreement dated September 21,
2010 and recorded at the Davis County Recorder's Office on September 28, 2010,
Entry No. 2555652, Book No. 5118, Pages 526-622 ("Development Agreement"),
regarding the development of the Legacy Crossing at Parrish Lane project consisting
of approximately 28.70 acres of real property located at the southeast corner of 1250

West and Parrish Lane in Centerville City, Davis County, State of Utah, as more particularly described in **Exhibit 1**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Legacy Crossing Theatre, LLC, became a party to the Development Agreement by that certain Assignment and Assumption Agreement entered into on October 5, 2010 and recorded at the Davis County Recorder's Office on October 20, 2010, Entry No. 2560848, Book No. 5134, Pages 1522-1532; and

WHEREAS, Legacy Crossing Apartments, LC, Summerwood Holdings II, LLC, and Legacy Crossing Owners Association, Inc. became parties to the Development Agreement by subsequently signed and recorded Assignment and Assumption Agreements; and

WHEREAS, Legacy Crossing LLC has requested and desires to amend the Development Agreement to allow residential uses on Lot 6 as more particularly provided herein; and

WHEREAS, the City is willing to amend the Development Agreement to allow residential uses on Lot 6 subject to the terms and conditions of this Amendment;

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 agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Amendment.

2. **Amendment.** Section 3 of the Development Agreement regarding Mixed Planned Development is hereby amended to read in its entirety as follows:

3. **Mixed Planned Development.** The Property shall be developed as a Mixed Commercial / Residential Planned Development in accordance with the Planned Development Overlay Zone Ordinance, as more particularly set forth in Chapter 12-41 of the City Zoning Ordinance, and all other applicable City Ordinances. Pursuant to applicable City Ordinances, commercial / residential development within a commercial planned development shall be predominantly commercial with a supplemental residential component. The Planned Development shall consist of six (6) subdivided lots. Developer shall be required to apply for and obtain subdivision plat approval for subdivision of the Property in accordance with applicable City Ordinances as more particularly provided in Section 32. Subject to the terms and conditions of this Agreement and future approvals, commercial uses shall be permitted within

Phases 1-4, as indicated on the Master Site Plan. Subject to the terms and conditions of this Agreement and future approvals, residential uses shall be permitted solely within Phase 5 and Phase 6, as indicated on the Master Site Plan.

3. **Amendment.** Section 5(d) of the Development Agreement regarding Permitted Uses for Phase 6 is hereby amended to read in its entirety as follows:

5. **Permitted Uses.** The list of allowed uses for each phase, as indicated on the Master Site Plan, shall be limited to the following. The terms and uses listed herein shall be defined and determined in accordance with the City Zoning Ordinance. Any uses of the Property shall also be subject to conditional use permit approval in accordance with applicable City Ordinances.

* * *

(d) **Phase 6.** Use of Phase 6 shall be limited to multifamily residential and accessory uses associated with multifamily housing, such as recreational buildings, club house, etc. Development of Phase 6 shall comply with the density and transitioning requirements of Section 6. The development of Phase 6 shall be limited to 48 residential units, within one 4-story building, shall be limited to the height requirements set forth in this Agreement, and shall provide at least one primary on-site parking stall for each residential unit.

4. **Amendment.** The following Exhibits to the Development Agreement are hereby amended to read in their entirety as set forth in **Exhibit 2**, attached hereto and incorporated herein by this reference. Such amended Exhibits shall show the revised use of Phase 6 for residential and the location of the residential building and related improvements as approved by the City in Ordinance No. 2012-26 regarding approval the PDO Amendment.

Exhibit C	-	Master Site Plan
Exhibit E	-	Landscaping Plan
Exhibit H	-	Reciprocal Parking Cross-Access Easement Plan
Exhibit J	-	Setback Plan
Exhibit K	-	Sidewalks and Pedestrian Pathways Plan
Exhibit L	-	Common Areas and Amenities Plan
Exhibit M	-	Architectural Design Guidelines
Exhibit O	-	Drive Aisles and Dimensions Plan

5. **Full Force and Effect.** The terms and conditions of this Amendment are hereby incorporated as part of the Development Agreement. All other terms and conditions of the Development Agreement not modified by this Amendment shall remain in full force and effect and are hereby ratified and affirmed.

6. **Binding Effect.** This Amendment shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Amendment shall be recorded in the office of the Davis County Recorder, State of Utah. All recording fees shall be paid by Developer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ACITY@
CENTERVILLE CITY

ATTEST:

Marsha L. Morrow, City Recorder

By: _____
Mayor Ronald G. Russell

"DEVELOPER"
PARRISH LAND HOLDINGS, LLC

By: _____
Its: Managing Member

LEGACY CROSSING LLC

By: _____
Its: _____

5. **Full Force and Effect.** The terms and conditions of this Amendment are hereby incorporated as part of the Development Agreement. All other terms and conditions of the Development Agreement not modified by this Amendment shall remain in full force and effect and are hereby ratified and affirmed.

6. **Binding Effect.** This Amendment shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Amendment shall be recorded in the office of the Davis County Recorder, State of Utah. All recording fees shall be paid by Developer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

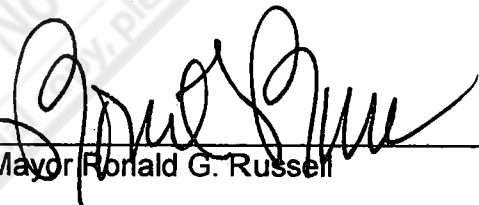
ACITY@

CENTERVILLE CITY

ATTEST:



Marsha L. Morrow, City Recorder

By: 

Mayor Ronald G. Russell

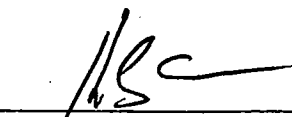



"DEVELOPER"

PARRISH LAND HOLDINGS, LLC

By: _____
Its: _____

LEGACY CROSSING LLC

By: 

Its: 

LEGACY CROSSING THEATRE, LLC

By: _____
Its: _____

LEGACY CROSSING APARTMENTS, LC

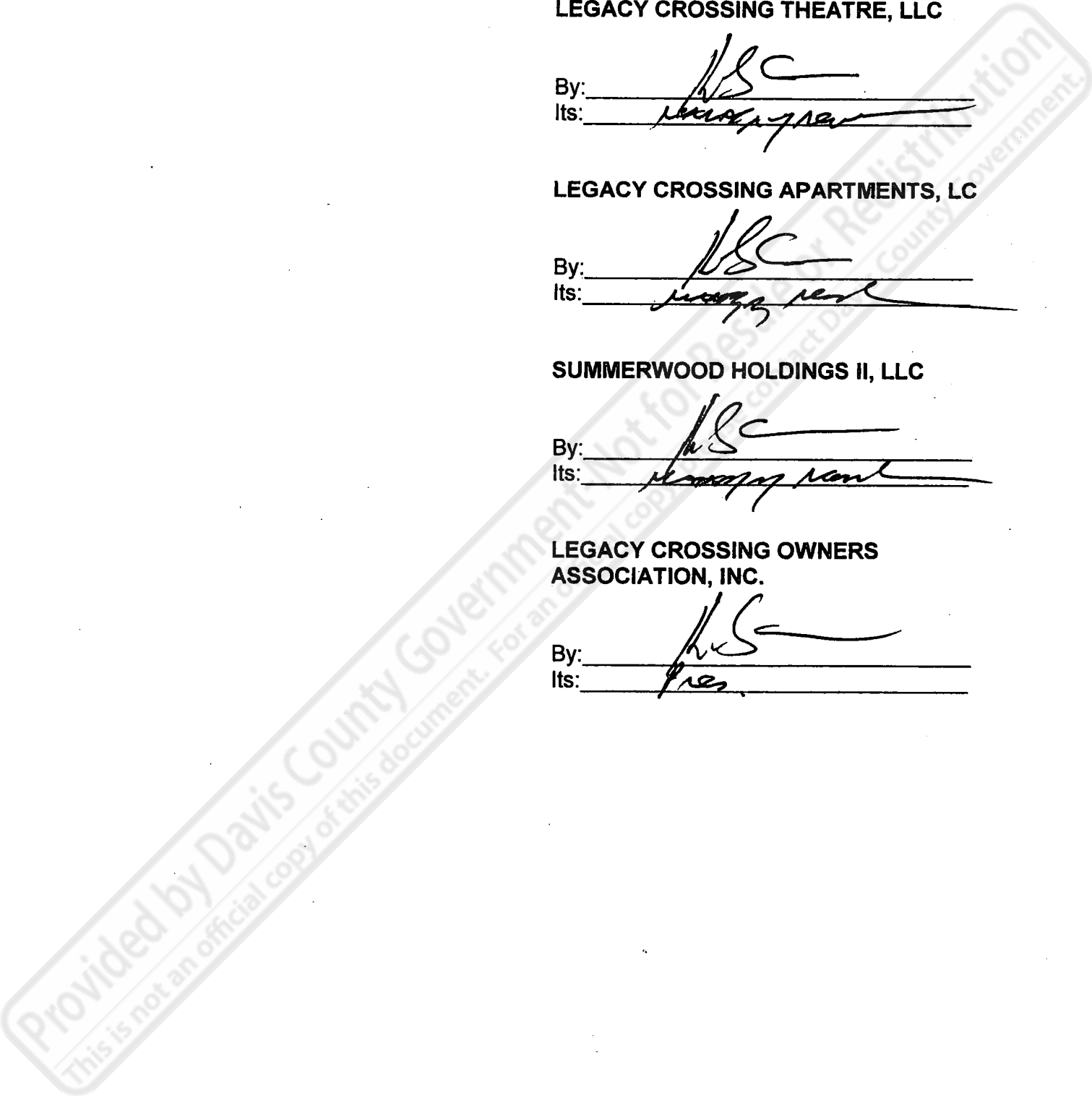
By: _____
Its: _____

SUMMERWOOD HOLDINGS II, LLC

By: _____
Its: _____

**LEGACY CROSSING OWNERS
ASSOCIATION, INC.**

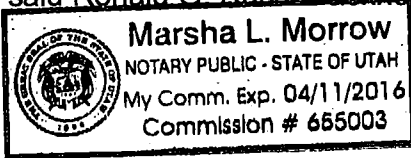
By: _____
Its: _____



CITY ACKNOWLEDGMENT

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

On the 1st day of October, 2012, 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

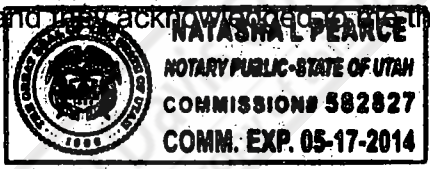
My Commission Expires:
4-11-2016

Residing at:
Centerville

PARRISH LAND HOLDINGS ACKNOWLEDGMENT

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

On the 18th day of September, 2012, personally appeared before me Craig Allen Mogel who being by me duly sworn did say that (s)he is the Managing Member of **PARRISH LAND HOLDINGS, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.



Natasha L. Pearce
Notary Public

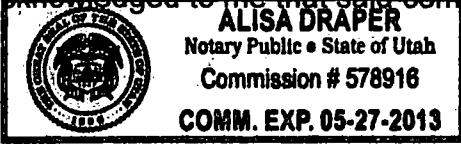
My Commission Expires:
5/17/2014

Residing at:
Kanab, UT

LEGACY CROSSING ACKNOWLEDGMENT

STATE OF Utah)
)
:ss.
COUNTY OF DAVIS)

On the 18 day of September, 2012, personally appeared before me Kevin Garn who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING LLC, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.



Alisa Draper
Notary Public

My Commission Expires:
2013

Residing at:
20 Farmington Utah

LEGACY CROSSING THEATRE ACKNOWLEDGMENT

STATE OF Utah)
)
:ss.
COUNTY OF DAVIS)

On the 18 day of September, 2012, personally appeared before me Kevin Garn who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING THEATRE, LLC, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.



Alisa Draper
Notary Public

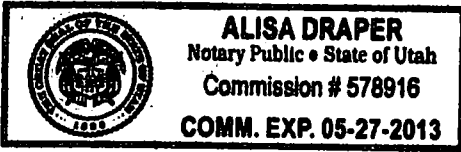
My Commission Expires:
2013

Residing at:
Farmington Utah

LEGACY CROSSING APARTMENT ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
COUNTY OF DAVIS)

On the 18 day of September, 2012, personally appeared before me Kevin Gorn, who being by me duly sworn did say that (s)he is the managing member of **LEGACY CROSSING APARTMENT, L.C.**, 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

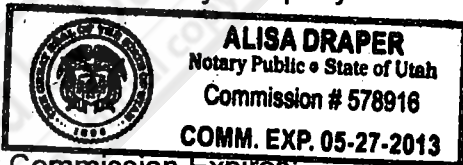
My Commission Expires:
2013

Residing at:
Farmington Utah

SUMMERWOOD HOLDINGS II ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
COUNTY OF DAVIS)

On the 18 day of September, 2012, personally appeared before me Kevin Gorn, who being by me duly sworn did say that (s)he is the managing member of **SUMMERWOOD HOLDINGS II, 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

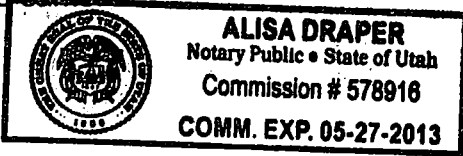
My Commission Expires:
2013

Residing at:
Farmington Utah

LEGACY CROSSING OWNERS ASSOCIATION ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
)
COUNTY OF DAVIS)

On the 18 day of September, 2012, personally appeared before me Kevin Garn, who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING OWNERS ASSOCIATION, INC., a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board and duly acknowledged to me that said corporation executed the same.



Alisa Draper
Notary Public

My Commission Expires:
2013

Residing at:
Farmington Utah

Provided by Davis County Government - Notary Reseal or Renewal - contact Davis County Government.
This is not an official copy of this document. For an official copy, please contact Davis County Government.

EXHIBIT 1

PROPERTY DESCRIPTION

All of the Legacy Crossing at Parrish Lane Subdivision Plat located in Centerville, Utah,
as filed at the Davis County Recorder's Office, State of Utah

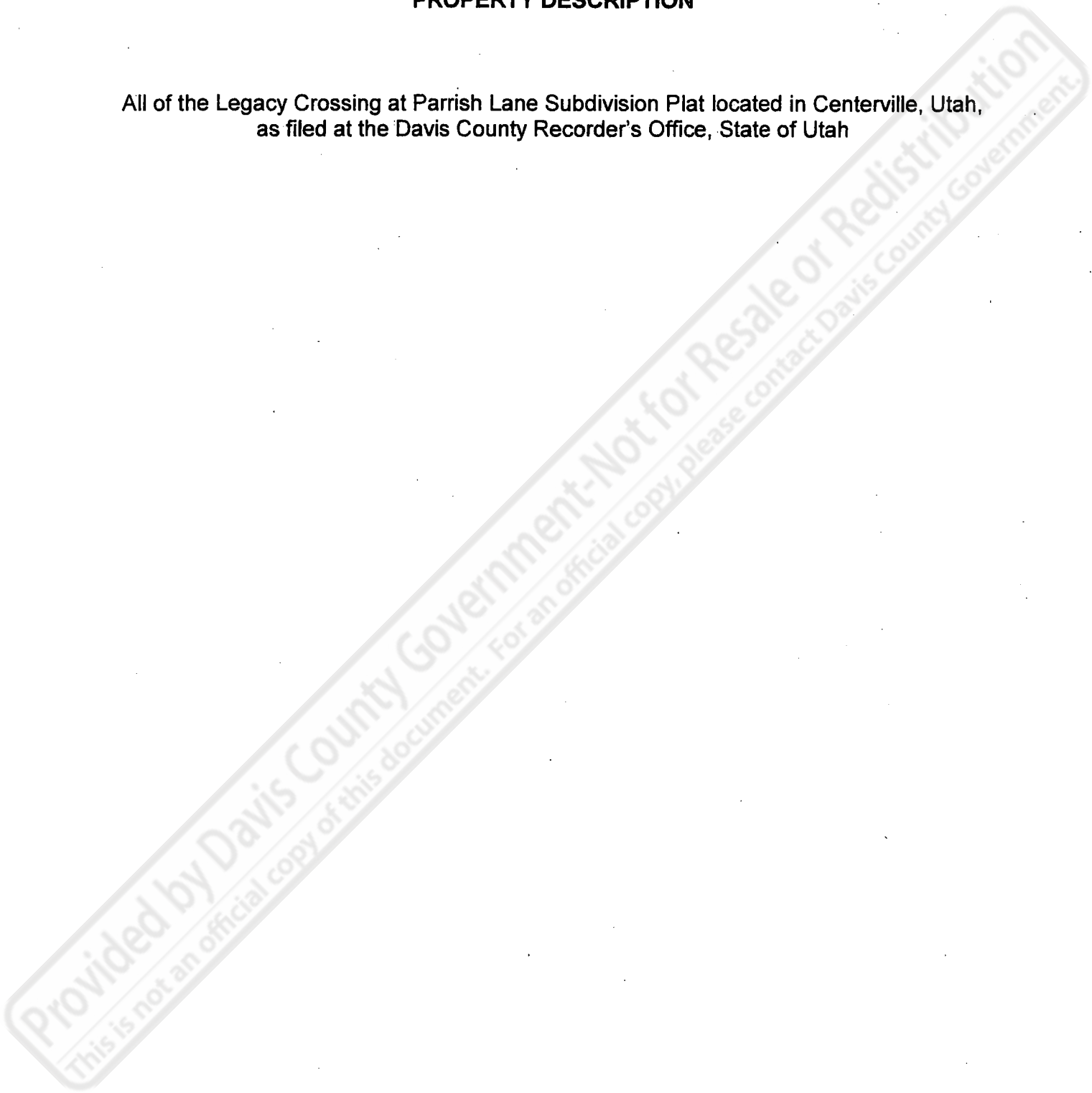


EXHIBIT 2

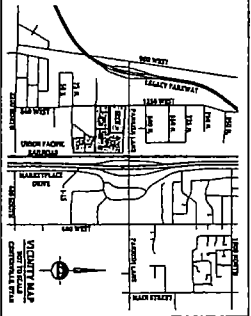
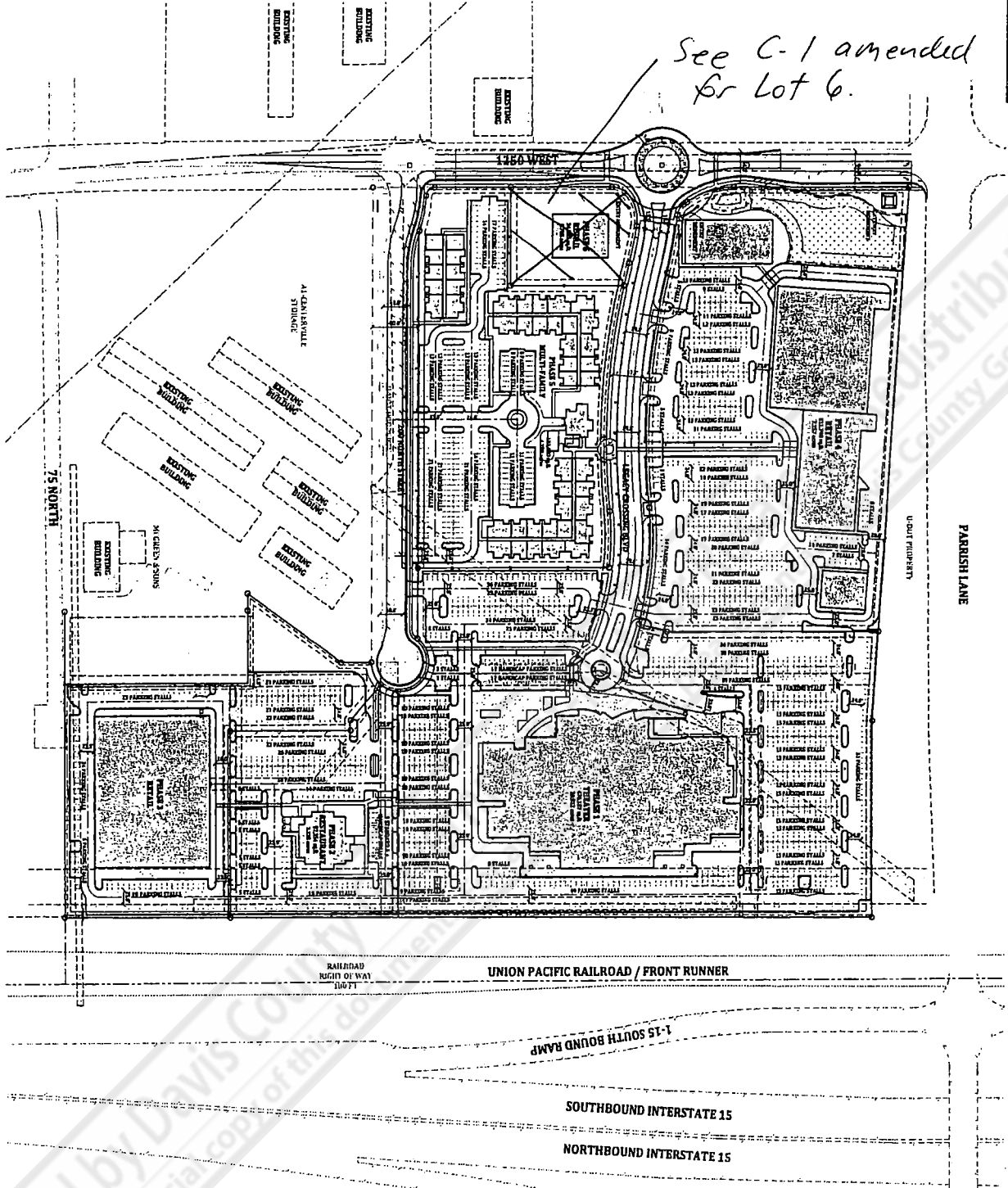
AMENDED EXHIBITS TO THE DEVELOPMENT AGREEMENT

- Exhibit C - Master Site Plan
- Exhibit E - Landscaping Plan
- Exhibit H - Reciprocal Parking Cross-Access Easement Plan
- Exhibit J - Setback Plan
- Exhibit K - Sidewalks and Pedestrian Pathways Plan
- Exhibit L - Common Areas and Amenities Plan
- Exhibit M - Architectural Design Guidelines
- Exhibit O - Drive Aisles and Dimensions Plan

Provided by Davis County Government - Not for Resale or Redistribution
This is not an official copy of this document. For an official copy, please contact Davis County Government.



See C-1 amended
for Lot 6.



Lot No.	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
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- LEGEND**
- 1. A1: EXISTING BUILDING
 - 2. A2: EXISTING BUILDING
 - 3. A3: EXISTING BUILDING
 - 4. A4: EXISTING BUILDING
 - 5. A5: EXISTING BUILDING
 - 6. A6: EXISTING BUILDING
 - 7. A7: EXISTING BUILDING
 - 8. A8: EXISTING BUILDING
 - 9. A9: EXISTING BUILDING
 - 10. A10: EXISTING BUILDING
 - 11. A11: EXISTING BUILDING
 - 12. A12: EXISTING BUILDING
 - 13. A13: EXISTING BUILDING
 - 14. A14: EXISTING BUILDING
 - 15. A15: EXISTING BUILDING
 - 16. A16: EXISTING BUILDING
 - 17. A17: EXISTING BUILDING
 - 18. A18: EXISTING BUILDING
 - 19. A19: EXISTING BUILDING
 - 20. A20: EXISTING BUILDING
 - 21. A21: EXISTING BUILDING
 - 22. A22: EXISTING BUILDING
 - 23. A23: EXISTING BUILDING
 - 24. A24: EXISTING BUILDING
 - 25. A25: EXISTING BUILDING
 - 26. A26: EXISTING BUILDING
 - 27. A27: EXISTING BUILDING
 - 28. A28: EXISTING BUILDING
 - 29. A29: EXISTING BUILDING
 - 30. A30: EXISTING BUILDING
 - 31. A31: EXISTING BUILDING
 - 32. A32: EXISTING BUILDING
 - 33. A33: EXISTING BUILDING
 - 34. A34: EXISTING BUILDING
 - 35. A35: EXISTING BUILDING
 - 36. A36: EXISTING BUILDING
 - 37. A37: EXISTING BUILDING
 - 38. A38: EXISTING BUILDING
 - 39. A39: EXISTING BUILDING
 - 40. A40: EXISTING BUILDING
 - 41. A41: EXISTING BUILDING
 - 42. A42: EXISTING BUILDING
 - 43. A43: EXISTING BUILDING
 - 44. A44: EXISTING BUILDING
 - 45. A45: EXISTING BUILDING
 - 46. A46: EXISTING BUILDING
 - 47. A47: EXISTING BUILDING
 - 48. A48: EXISTING BUILDING
 - 49. A49: EXISTING BUILDING
 - 50. A50: EXISTING BUILDING



HORIZONTAL GRAPHIC SCALE
VERTICAL GRAPHIC SCALE

LOCATION IN THE SOUTHWEST QUARTER
OF SECTION 12
TOWNSHIP 2 NORTH RANGE 1 WEST
CENTREVILLE CITY, DAVIS COUNTY, UTAH

ENSIGN

1605 West Hillside Rd.
Suite 204
Provo, UT 84601
Phone: 801-531-2000
Fax: 801-531-2001
www.ensign.com

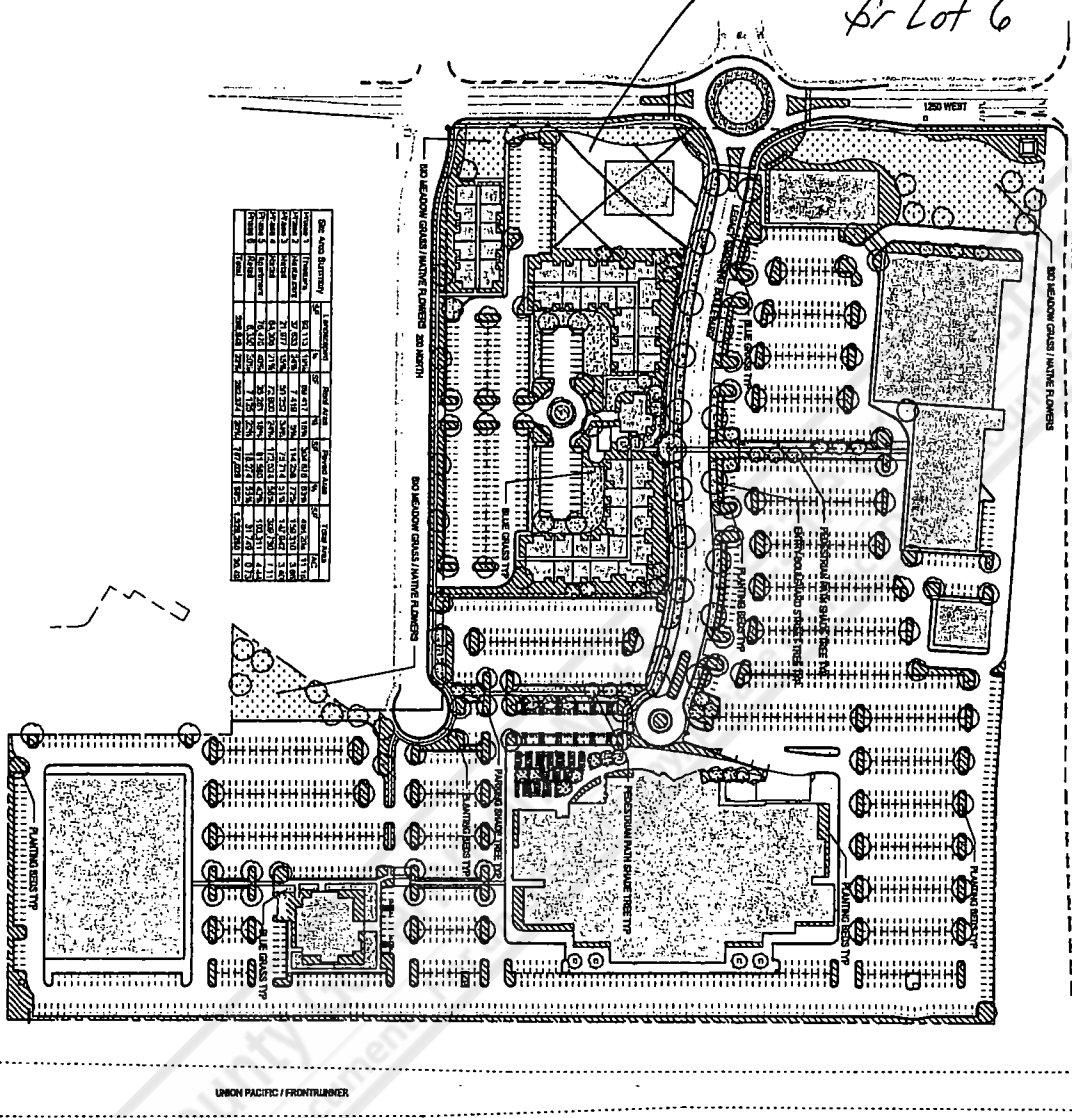
**LEGACY CROSSING
AT PARRISH LANE**

1250 WEST STREET
CENTREVILLE CITY, UTAH

LEGACY CROSSING AT PARRISH LANE

1250 WEST STREET
CENTREVILLE CITY, UTAH

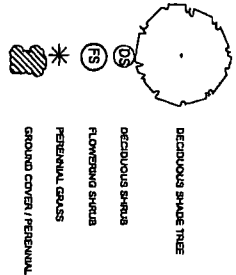
See E-1 amended
for Lot 6



See Also Summary

Item	Description	Quantity	Notes
1	Planting Area	10,000	
2	Planting Area	5,000	
3	Planting Area	15,000	
4	Planting Area	20,000	
5	Planting Area	10,000	
6	Planting Area	5,000	
7	Planting Area	10,000	
8	Planting Area	5,000	
9	Planting Area	10,000	
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24	Planting Area	5,000	
25	Planting Area	10,000	
26	Planting Area	5,000	
27	Planting Area	10,000	
28	Planting Area	5,000	
29	Planting Area	10,000	
30	Planting Area	5,000	

LANDSCAPE MASTER PLAN
SCALE 1" = 80' GRAPHIC



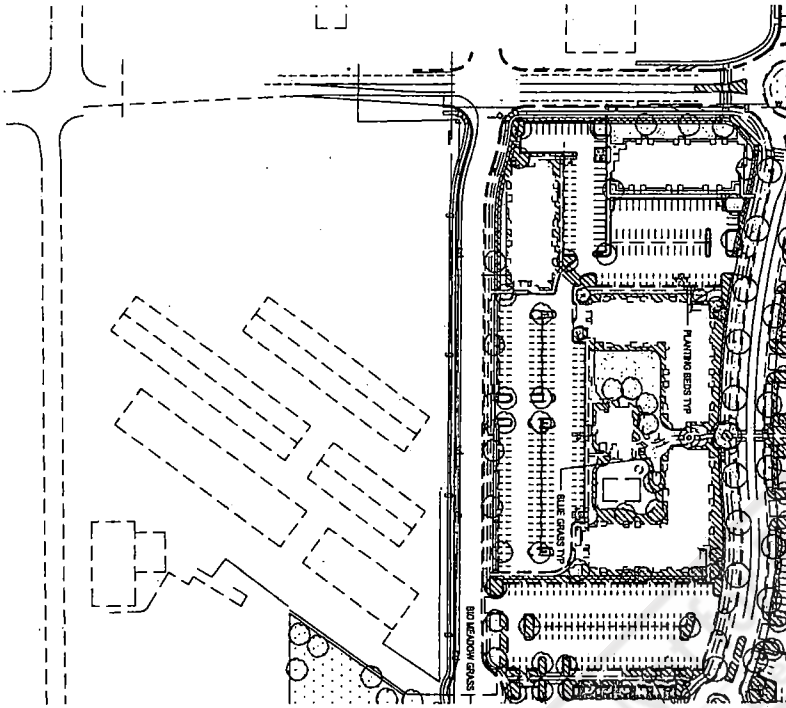
LEGEND

- MEADOW GRASS / NATIVE FLOWERS
- IDENTITY TREE GRASS
- LANDSCAPE PLANTING AREA (SPRINK, GRASS COVER, PERENNIAL, ANNUALS)
- DECIDUOUS SHADE TREE (DS)
- DECIDUOUS SHRUB (DS)
- FLOWERING SHRUB (FS)
- PERENNIAL GRASS (PG)
- GROUND COVER / PERENNIAL (GC)
- TYPICAL PLANTING ISLAND

LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT
CENTERVILLE
UTAH

U.S. Department of Agriculture
1515 West Holladay Road
Provo, Utah 84601
Telephone: (801) 744-3440
www.usda.gov

LANDSCAPE MASTER PLAN DEVELOPMENT AGREEMENT EXHIBIT
E-1

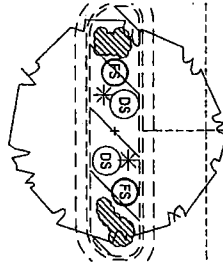


*E-1 Amended
for Lot 6*

LEGEND

- DO MEADOW NATIVE GRASS WITH WADLOWER SEED MIX
- MEADOW BLUE GRASS
- LANDSCAPE PLANTING AREAS: SHRUBS, GROUND COVERS, PERENNIALS, ANNUALS, SOD

TYPICAL PLANTING ISLAND



- DECIDUOUS SHADE TREE
- DECIDUOUS SHRUB
- FLOWERING SHRUB
- PERENNIAL GRASS
- GROUND COVER / PERENNIAL

**LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT**

CENTREVILLE
UTAH

U.S. Development
1513 North Highland Road
Suite 2
Lynn, Utah 84041
Phone (801) 544-1441
Toll-free (801) 544-0551
www.usdevelopment.com

LANDSCAPE
MASTER
PLAN
DEVELOPMENT
AGREEMENT
EXHIBIT
E-1
09.24.12

*Amended
for Lot 6*

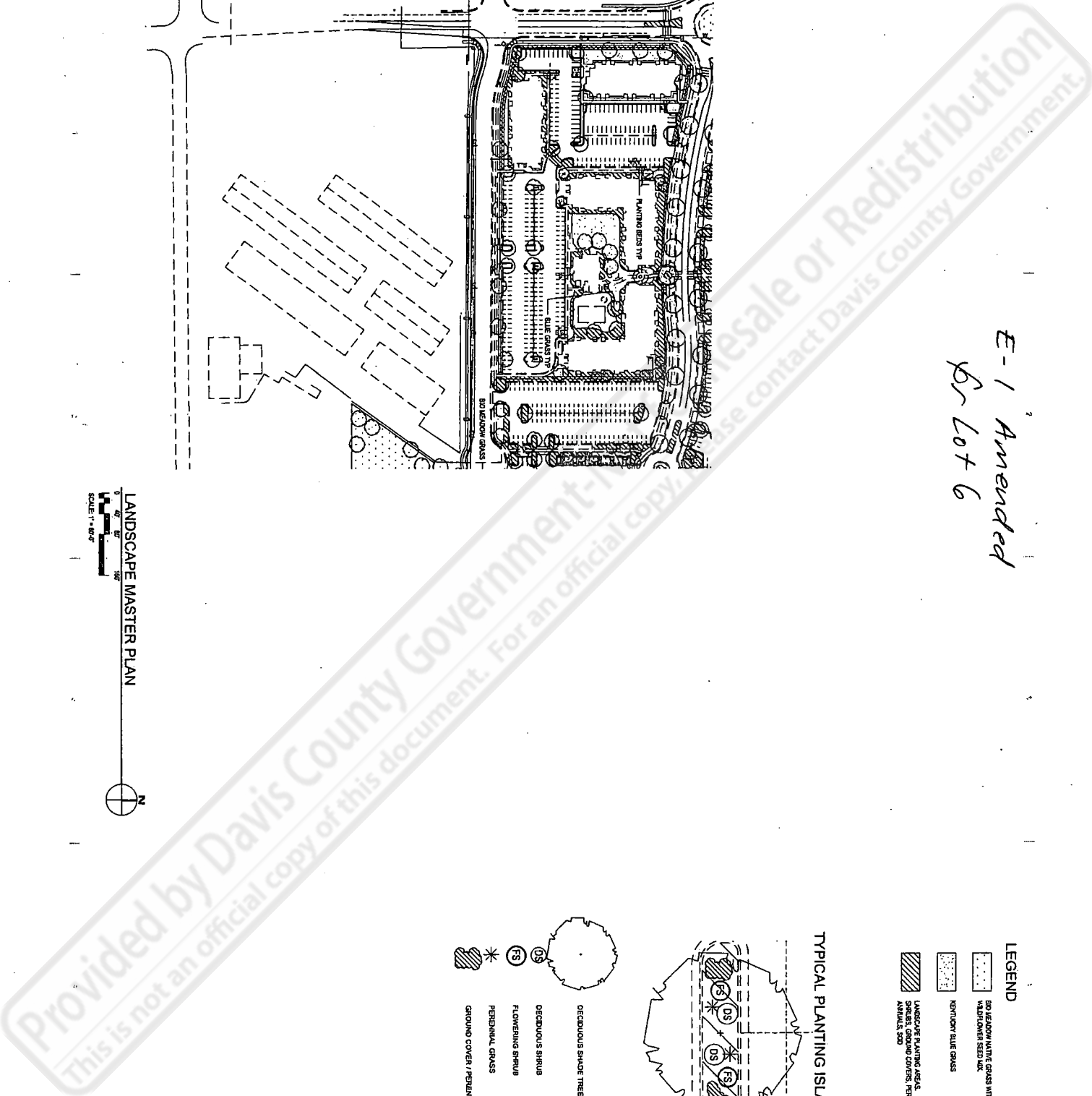
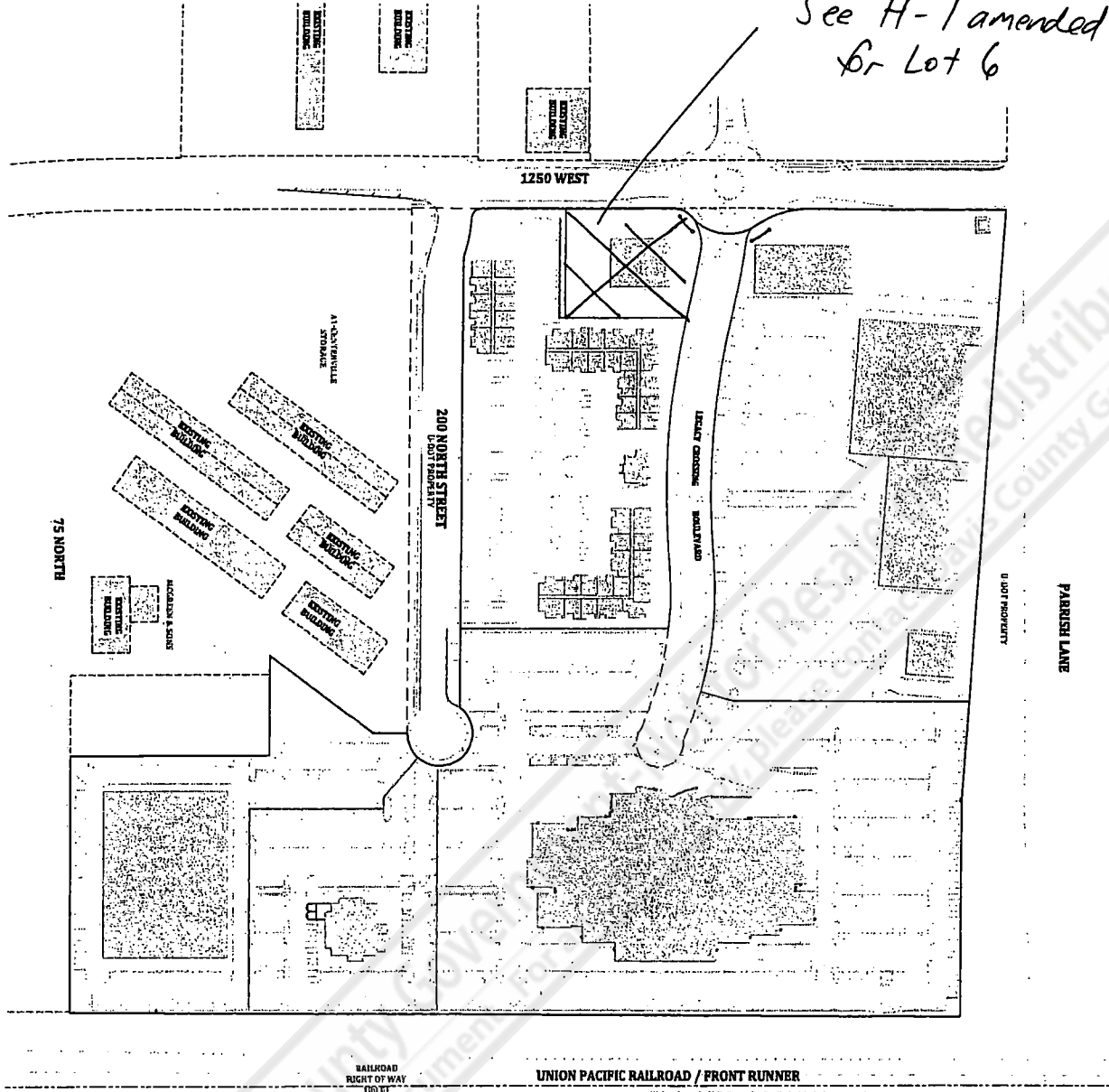


Exhibit E-2 and Exhibit E-3

(See Original Development Agreement)

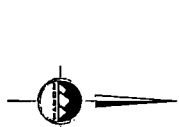
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See H-1 amended
for Lot 6



1-15 SOUTH BOUND RAMP
SOUTHBOUND INTERSTATE 15
NORTHBOUND INTERSTATE 15

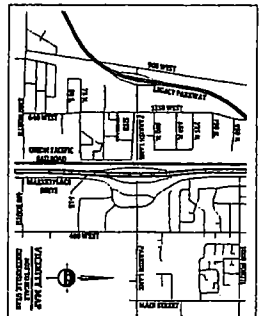
LOCATED IN THE SOUTHWEST QUARTER
SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST
CENTREVILLE CITY, DAVIS COUNTY, UTAH



LEGEND

Symbol	DESCRIPTION
Shaded area	EXISTING BUILDINGS
Line	EXISTING DRIVEWAYS
Line	EXISTING SIDEWALKS
Line	EXISTING DRIVEWAYS
Line	EXISTING SIDEWALKS
Line	EXISTING DRIVEWAYS
Line	EXISTING SIDEWALKS
Line	EXISTING DRIVEWAYS
Line	EXISTING SIDEWALKS

NOTES:
1. ALL EXISTING UTILITIES ARE SHOWN AS APPROXIMATE LOCATIONS. THE EXACT LOCATION OF UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR.
2. THE EXISTING DRIVEWAYS AND SIDEWALKS ARE SHOWN AS APPROXIMATE LOCATIONS. THE EXACT LOCATION OF DRIVEWAYS AND SIDEWALKS SHALL BE DETERMINED BY THE CONTRACTOR.
3. THE EXISTING BUILDINGS ARE SHOWN AS APPROXIMATE LOCATIONS. THE EXACT LOCATION OF BUILDINGS SHALL BE DETERMINED BY THE CONTRACTOR.
4. THE EXISTING DRIVEWAYS AND SIDEWALKS ARE SHOWN AS APPROXIMATE LOCATIONS. THE EXACT LOCATION OF DRIVEWAYS AND SIDEWALKS SHALL BE DETERMINED BY THE CONTRACTOR.



H-1

**RECREATIONAL
PARKING &
CROSS ACCESS
EASEMENTS PLAN**

**LEGACY CROSSING
AT PARRISH LANE**
1250 WEST STREET
CENTREVILLE CITY, UTAH

ENSIGN
LAWYERS
440 West 1000th St
Suite 201
Midvale, UT 84046
Phone: 801-571-1100
Fax: 801-571-1115
www.ensignlaw.com

*Exhibit H-2
Amended*

When recorded return to:

Legacy Crossing LLC
Attn: Dan Bridenstine
1513 North Hillfield Rd. Ste 2
Layton, Utah 84041

Affects Parcels: 06-336-0001, 06-336-0002, 06-336-0003, 06-336-0005, 06-336-0006,
06-336-0007, 06-336-0008, 06-336-0009, 06-336-0010

**FIRST AMENDMENT TO
DECLARATION OF PARKING AND CROSS-ACCESS EASEMENT
AND OTHER EASEMENTS AND RESTRICTIONS AFFECTING LAND**

This First Amendment to the Declaration of Parking and Cross-Access Easement and Other Easements and Restrictions Affecting Land (the "Declaration") is made as of this, 18 day of September, 2012, **PARRISH LAND HOLDINGS, LLC**, a Utah limited liability company, **LEGACY CROSSING LLC**, a Utah limited liability corporation, **LEGACY CROSSING THEATRE, LLC**, a Utah limited liability company, **LEGACY CROSSING APARTMENTS, L.C.**, a Utah limited liability company, **SUMMERWOOD HOLDINGS II, LLC**, a Utah limited liability company, and **LEGACY CROSSING OWNERS ASSOCIATION, INC.**, a Utah non-profit corporation (collectively referred to herein as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located within the Centerville Legacy Crossing at Parrish Lane Subdivision, Davis County, State of Utah, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Property consists of six (6) lots within the Centerville Legacy Crossing at Parrish Lane Subdivision identified therein as Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6; and

WHEREAS, Declarant previously recorded against the Property that certain Declaration of Parking and Cross-Access Easement and other Easements and Restrictions Affecting Land, as recorded at the Davis County Recorder's Office, imposing upon the Property mutually beneficial easements and restrictions for the benefit of each of Lot 1, Lot 2 and Lot 3, Lot 4, Lot 5, and Lot 6 and the successor owners thereof; and

WHEREAS, Declarant desires to amend the Declaration of Parking and Cross-Access Easement and other Easements and Restrictions Affecting Land to provide for the changed use of Lot 6 from commercial to residential as more particularly set forth herein.

NOW, THEREFORE, Declarant, for itself and its successors and assigns, hereby declares that all of the Property shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the easements and restrictions and other provisions set forth in the Declaration as more particularly amended by this First Amendment to the Declaration.

AMENDED DECLARATIONS

1. Amendment. Section 3 of the Declaration is hereby amended to read in its entirety as follows:

3. Grant of Cross-Access Easement. Declarant, as grantor, hereby establishes, grants and conveys to and for the benefit of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 and each owner of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 and for the agents, customers, invitees, licensees, tenants and employees of said owners, a non-exclusive easement over, across, through and around the Common Areas of each of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 for purpose of providing and permitting pedestrian and vehicular ingress, egress, and cross-access to adjacent lots, parcels and public rights-of-way, including without limitation, ingress, egress, and cross-access for commercial delivery vehicles in accordance with truck route and pedestrian and vehicular circulation patterns as approved by Centerville City, Utah, for the subject Property. The owner of each lot shall have the right to reconfigure the Common Areas located on their respective lots, provided however, any such reconfiguration must be made pursuant to a site plan (or modified site plan) approved by Centerville City, Utah, in accordance with applicable Centerville City Ordinances and that certain Development Agreement dated September 21, 2010, as amended from time to time, regarding development of the Property as recorded at the Davis County Recorder's Office ("Development Agreement"). Notwithstanding the grant of access contained above, in no event shall vehicular ingress, egress, and cross-access be provided or permitted from Lot 1, Lot 2, Lot 3, or Lot 4 onto, over, across or through Lot 5 or Lot 6.

2. Amendment. Section 6 of the Declaration is hereby amended to read in its entirety as follows:

6. Parking Easement. Notwithstanding anything to the contrary, each lot shall at all times maintain the minimum number of parking spaces required for the lot and use thereof pursuant to Centerville City Ordinances and the Development Agreement. The owners of the lots may provide parking in excess of that required by Centerville City Ordinances, provided that all other landscaping and site related improvements required by Centerville City

Ordinances have been satisfied and approved by Centerville City. Except as otherwise provided herein regarding Lot 5 and Lot 6, Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 shall have the right to utilize the parking spaces within the Common Areas for overflow parking purposes. Notwithstanding the grant of parking spaces, in no event shall cross-access for parking be provided or permitted from Lot 1, Lot 2, Lot 3, or Lot 4 onto, over, across or through Lot 5 or Lot 6. No private agreements or arrangements shall be entered into or made by any lot owners, their agents, successors or assigns, that would encumber or restrict available parking for any given lot to less than the minimum number of parking spaces required for such Lot and use of the Lot in accordance with applicable Centerville City Ordinances.

3. Full Force and Effect. The terms and conditions of this Amendment are hereby incorporated as part of the Declaration. All other terms and conditions of the Declaration not modified by this Amendment shall remain in full force and effect and are hereby ratified and affirmed.

4. Binding Effect. This Amendment shall run with the Property at law as an equitable servitude and shall be binding upon the Property, the owners of the Property and their respective successors and assigns. This Amendment shall inure to the benefit and be binding upon every part of the Property and every interest therein.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

6. Subordination. This Amendment shall be subject and subordinate to any and all public utility easements, rights-of-way, and other easements of record.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first set forth above.

PARRISH LAND HOLDINGS, LLC

By: _____
Its: _____

LEGACY CROSSING LLC

By: _____
Its: _____

LEGACY CROSSING THEATRE, LLC

By: _____
Its: _____

LEGACY CROSSING APARTMENTS, LC

By: _____
Its: _____

SUMMERWOOD HOLDINGS II, LLC

By: _____
Its: _____

LEGACY CROSSING OWNERS
ASSOCIATION, INC.

By: _____
Its: _____

PARRISH LAND HOLDINGS ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)
:ss.

On the _____ day of _____, 2012, personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of PARRISH LAND HOLDINGS, LLC, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

Notary Public

Residing at:

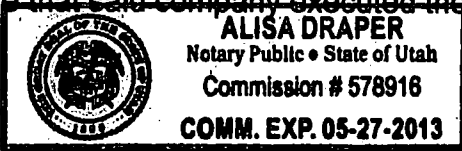
My Commission Expires:

Provided by Davis County Clerk
This is not an official copy of this document
Official website: www.daviscountyky.com
For more information please contact Davis County Government

LEGACY CROSSING ACKNOWLEDGMENT

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

On the 18 day of September, 2012, personally appeared before me Kevin Gark who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING LLC, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.



Alisa Draper
Notary Public

My Commission Expires:
2013

Residing at:
Farmington Utah

LEGACY CROSSING THEATRE ACKNOWLEDGMENT

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

On the 12 day of September, 2012, personally appeared before me Kevin Gark who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING THEATRE, LLC, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.



Alisa Draper
Notary Public

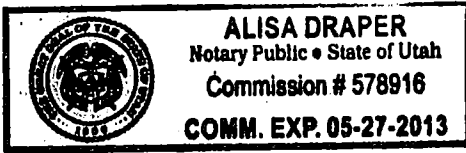
My Commission Expires:
2013

Residing at:
Farmington Utah

LEGACY CROSSING APARTMENT ACKNOWLEDGMENT

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

On the 18 day of September, 2012, personally appeared before me Kevin Garn, who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING APARTMENT, L.C., 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

SUMMERWOOD HOLDINGS II ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
COUNTY OF Utah)

On the 18 day of September, 2012, personally appeared before me Kevin Garn, who being by me duly sworn did say that (s)he is the managing member of SUMMERWOOD HOLDINGS II, 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

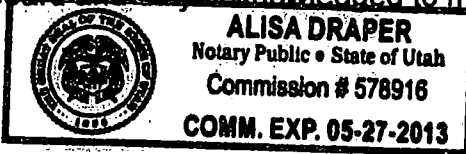
My Commission Expires:
2013

Residing at:
Farmington Utah

LEGACY CROSSING OWNERS ASSOCIATION ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
)
COUNTY OF DAVIS)

On the 18 day of September, 2012, personally appeared before me Kevin Egan, who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING OWNERS ASSOCIATION, INC., a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board and duly acknowledged to me that said corporation executed the same.



Alisa Draper
Notary Public

My Commission Expires:
2013

Residing at:
Farmington Utah

Approved for Recording:

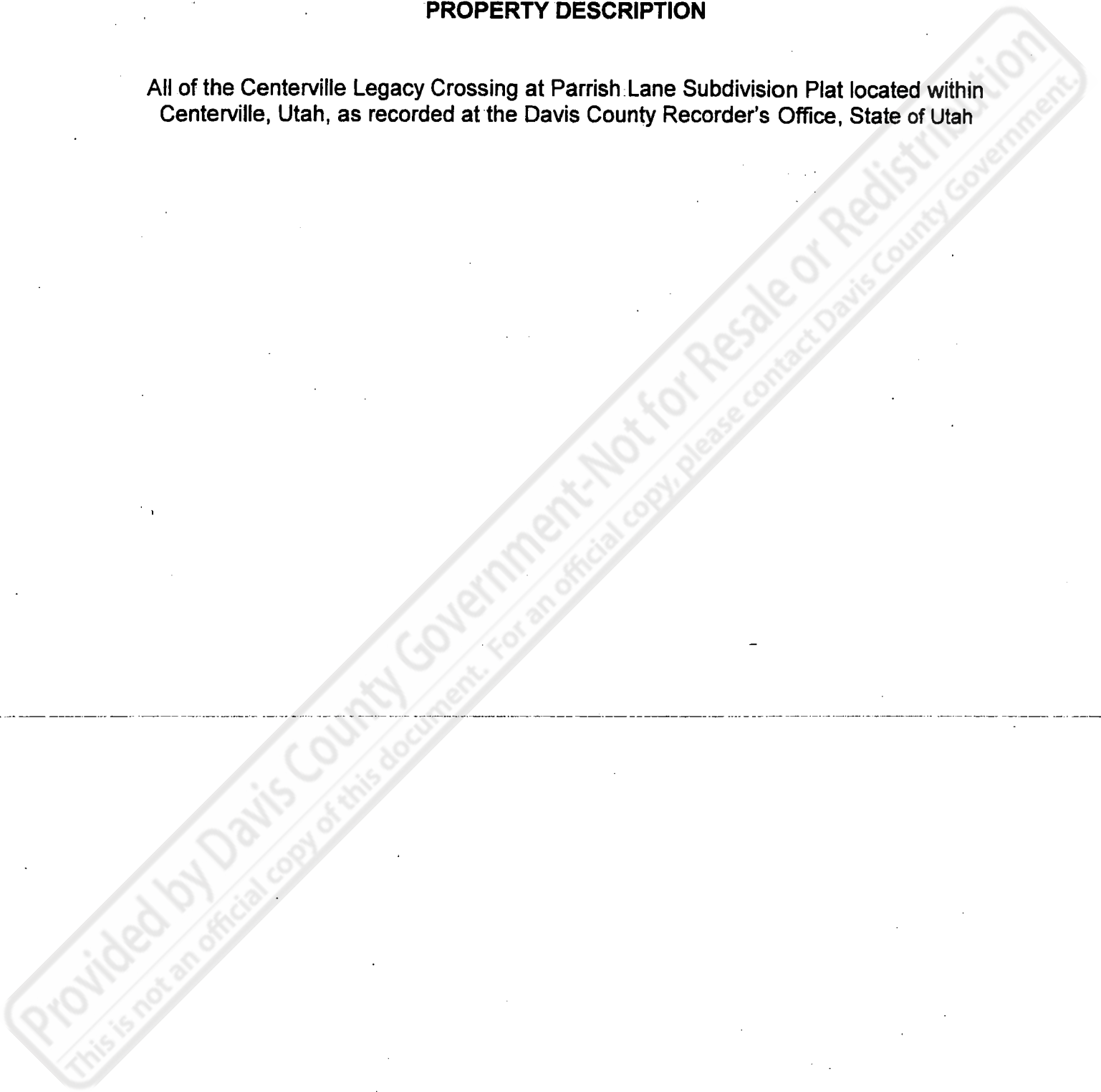
Marsha L. Morrow
Centerville City Recorder

Provided by Davis County Government - Not for Resale or Redistribution
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EXHIBIT A

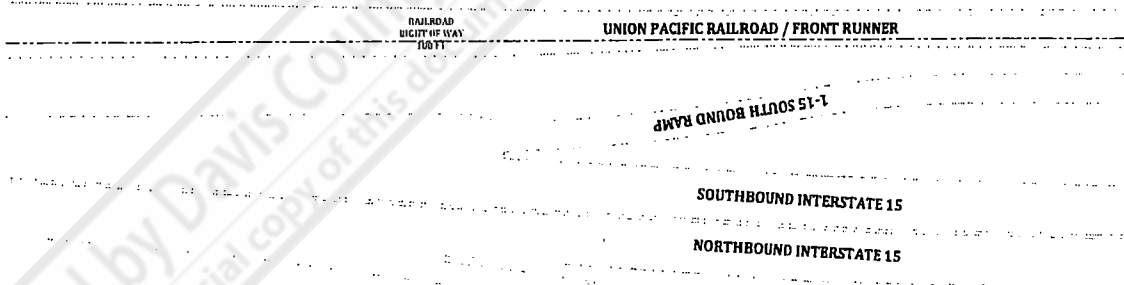
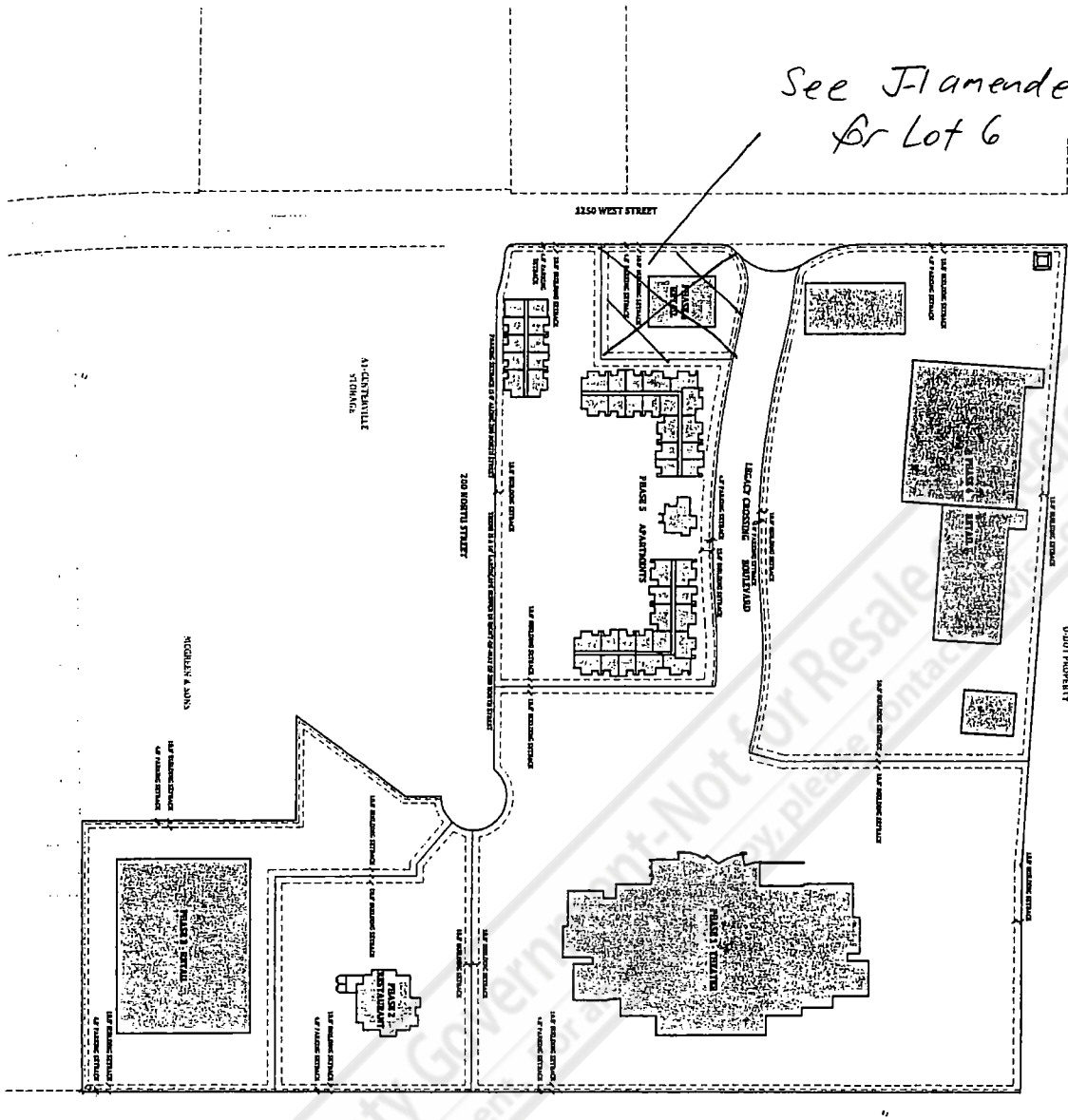
PROPERTY DESCRIPTION

All of the Centerville Legacy Crossing at Parrish Lane Subdivision Plat located within Centerville, Utah, as recorded at the Davis County Recorder's Office, State of Utah

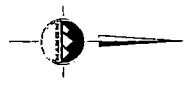




See Flamed
for Lot 6

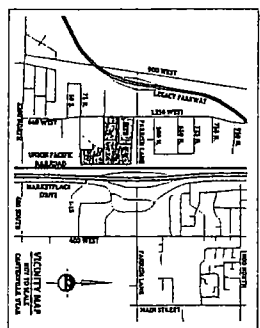


HORIZONTAL GRAPHIC SCALES
1" = 100 FT.
1" = 200 FT.
1" = 400 FT.
1" = 800 FT.
1" = 1600 FT.



LOCATED IN THE SOUTHEAST QUARTER
TOWNSHIP 2 NORTH, RANGE 1 WEST
SALT LAKE BASIN AND MERRIDAY
CENTREVILLE CITY, DAVIS COUNTY, UTAH

NOTES
1. ALL DIMENSIONS SHOWN ARE APPROXIMATE - VERIFY ALL DIMENSIONS IN THE FIELD BY THE FIELD ENGINEER BEFORE CONSTRUCTION.
2. ALL DIMENSIONS SHOWN ARE APPROXIMATE - VERIFY ALL DIMENSIONS IN THE FIELD BY THE FIELD ENGINEER BEFORE CONSTRUCTION.
3. ALL DIMENSIONS SHOWN ARE APPROXIMATE - VERIFY ALL DIMENSIONS IN THE FIELD BY THE FIELD ENGINEER BEFORE CONSTRUCTION.
4. ALL DIMENSIONS SHOWN ARE APPROXIMATE - VERIFY ALL DIMENSIONS IN THE FIELD BY THE FIELD ENGINEER BEFORE CONSTRUCTION.
5. ALL DIMENSIONS SHOWN ARE APPROXIMATE - VERIFY ALL DIMENSIONS IN THE FIELD BY THE FIELD ENGINEER BEFORE CONSTRUCTION.
6. ALL DIMENSIONS SHOWN ARE APPROXIMATE - VERIFY ALL DIMENSIONS IN THE FIELD BY THE FIELD ENGINEER BEFORE CONSTRUCTION.
7. ALL DIMENSIONS SHOWN ARE APPROXIMATE - VERIFY ALL DIMENSIONS IN THE FIELD BY THE FIELD ENGINEER BEFORE CONSTRUCTION.
8. ALL DIMENSIONS SHOWN ARE APPROXIMATE - VERIFY ALL DIMENSIONS IN THE FIELD BY THE FIELD ENGINEER BEFORE CONSTRUCTION.
9. ALL DIMENSIONS SHOWN ARE APPROXIMATE - VERIFY ALL DIMENSIONS IN THE FIELD BY THE FIELD ENGINEER BEFORE CONSTRUCTION.
10. ALL DIMENSIONS SHOWN ARE APPROXIMATE - VERIFY ALL DIMENSIONS IN THE FIELD BY THE FIELD ENGINEER BEFORE CONSTRUCTION.



SETBACK PLAN

FRONT	10 FT.
REAR	10 FT.
SIDE	10 FT.
MINIMUM	5 FT.



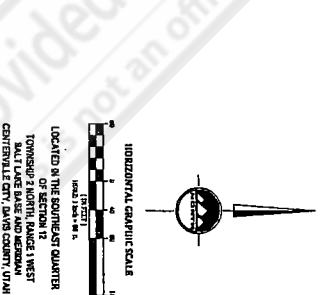
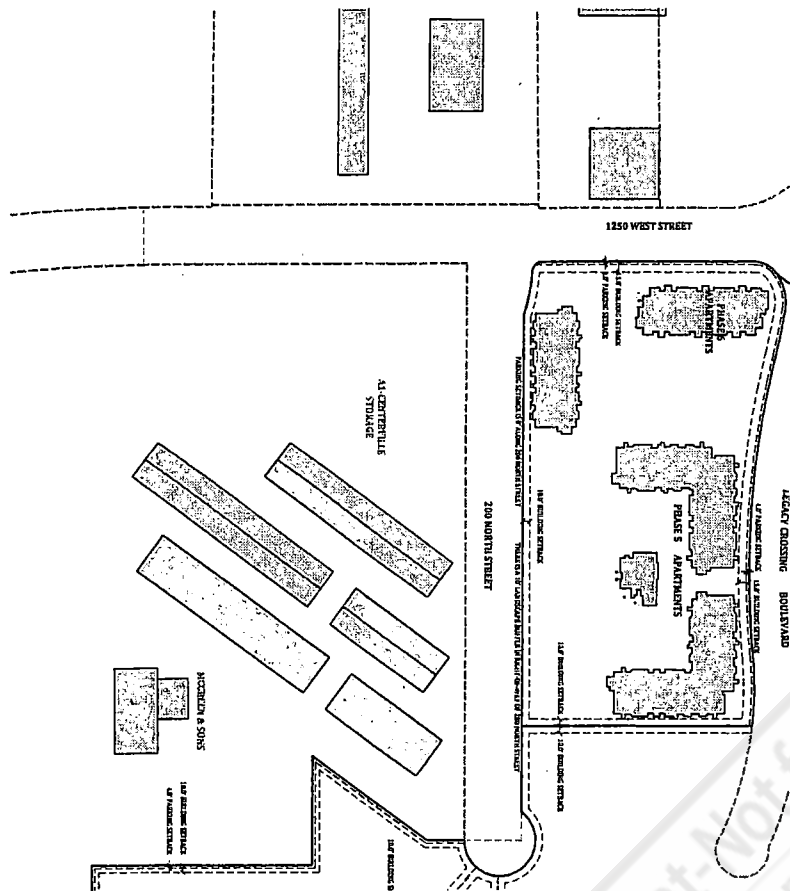
**LEGACY CROSSING
AT PARRISH LANE**
1250 WEST STREET
CENTREVILLE CITY, UTAH

ENSIGN
1250 WEST STREET
CENTREVILLE CITY, UTAH 84005
PHONE: 801-255-0539
WWW.LEGACYCROSSING.COM



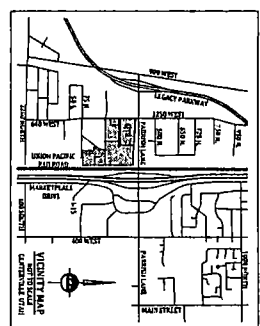
ENSIGN
LARRY W. HARRIS
1250 WEST STREET
CENTREVILLE CITY, UTAH 84005
PHONE: 801-255-0539
WWW.LEGACYCROSSING.COM





LOCATED IN THE SOUTHWEST QUARTER
TOWNSHIP 36N, RANGE 11W, S.1
SALT LAKE BASE AND MERIDIAN
CENTREVILLE CITY, DAVIS COUNTY, UTAH

- NOTES:
1. EXISTING CONDITIONS SHOWN ARE APPROXIMATE. ALL DIMENSIONS OF EXISTING CONDITIONS SHALL BE VERIFIED BY A SURVEYOR BEFORE CONSTRUCTION.
 2. DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE INDICATED.
 3. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE INDICATED.
 4. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE INDICATED.
 5. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE INDICATED.
 6. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE INDICATED.
 7. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE INDICATED.
 8. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE INDICATED.
 9. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE INDICATED.
 10. ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE INDICATED.



J-1 Amended
for lot 6

Amended
for lot 6

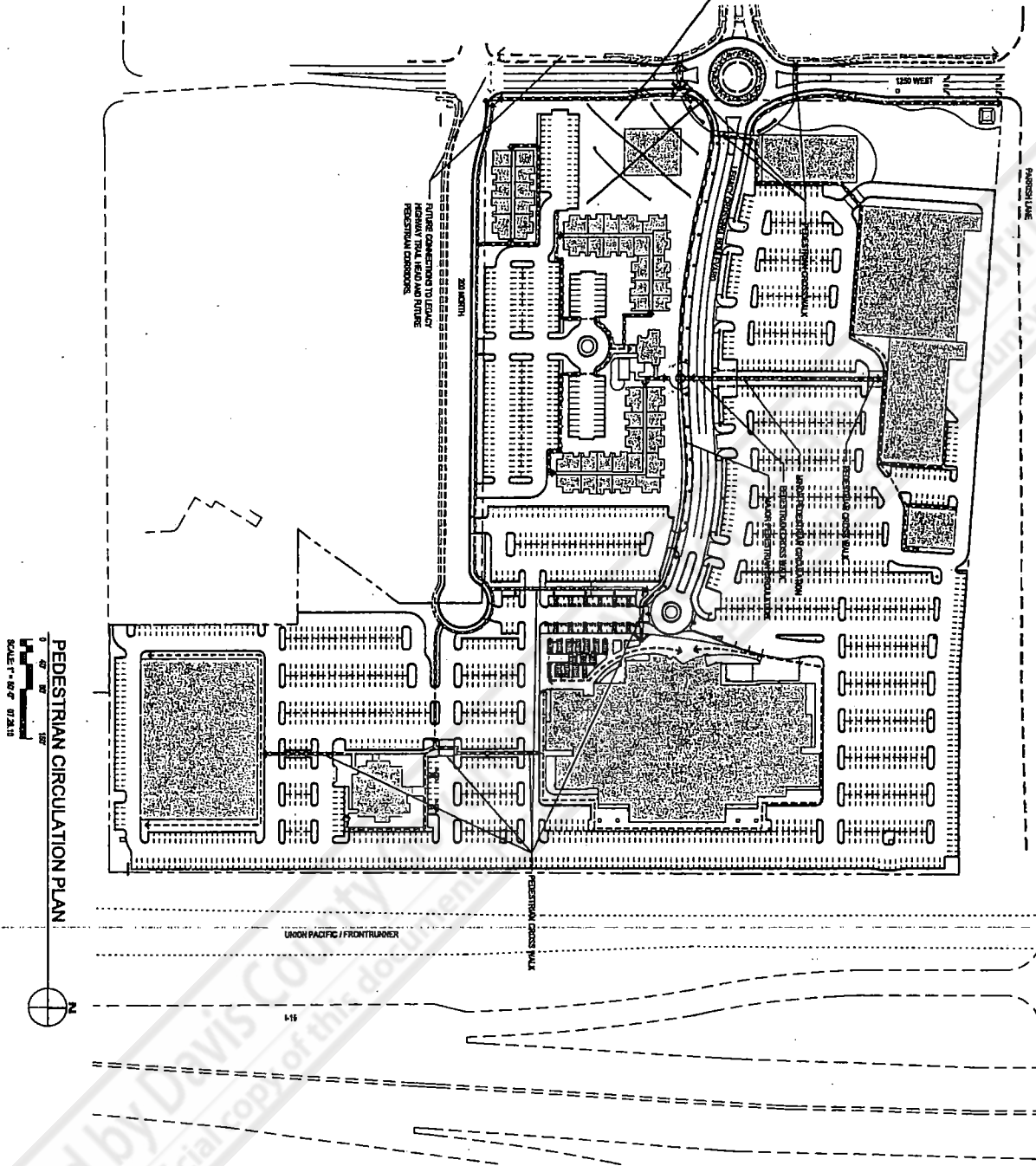
NO.	DESCRIPTION	DATE	BY
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2	J-1	10/15/20	ES/ML
3	J-1	10/15/20	ES/ML
4	J-1	10/15/20	ES/ML
5	J-1	10/15/20	ES/ML
6	J-1	10/15/20	ES/ML
7	J-1	10/15/20	ES/ML
8	J-1	10/15/20	ES/ML
9	J-1	10/15/20	ES/ML
10	J-1	10/15/20	ES/ML

LEGACY CROSSING AT PARRISH LANE 1250 WEST STREET CENTREVILLE CITY, UTAH

ES/ML ARCHITECTURE INC.
1250 WEST STREET
CENTREVILLE CITY, UTAH 84304
TEL: 313.344.4444
WWW.ES/MLARCHITECTURE.COM

ENSIGN
1250 West Street
Centerville, UT 84304
Phone: 313.344.4444
Fax: 313.344.4444
www.ensign.com

See K-1 amended
for Lot 6



NOTES

PEDESTRIAN CROSSING SHALL TO BE ASSIGNED WITH STAMPED OR BLENDED CONCRETE, BRICK PAVEMENT, OR STAMPEO COLOURED ASPHALT.

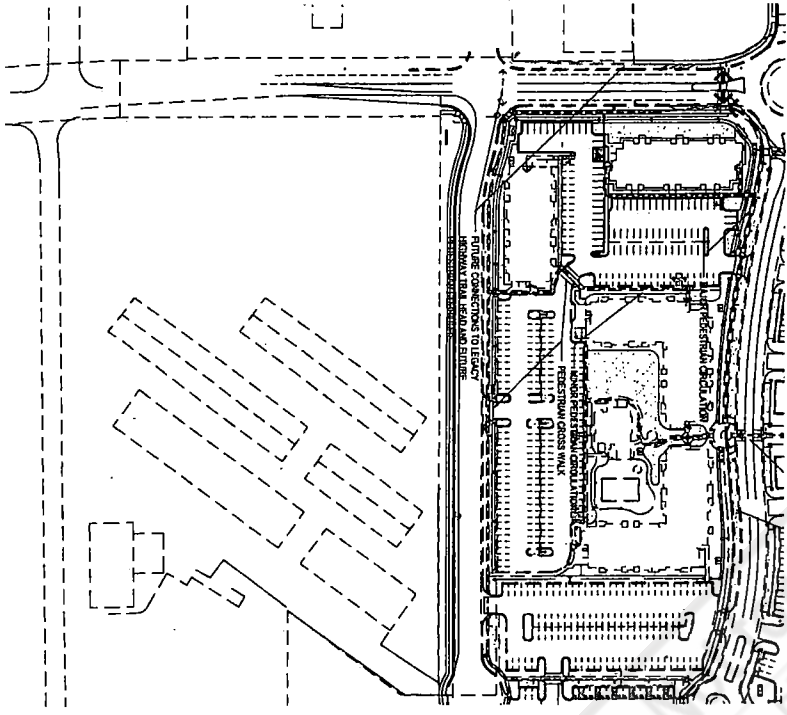
→ MAJOR PEDESTRIAN CIRCULATION
--- MINOR PEDESTRIAN CIRCULATION

LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

CENTERVILLE
UTAH

PEDESTRIAN
CIRCULATION
PLAN
DEVELOPMENT
AGREEMENT
EXHIBIT
K

U.S. Department of Transportation
Safe and Sound National Road
Lynch, Utah 84041
Telephone (801) 344-3440
www.utah.gov/transportation



PEDESTRIAN CIRCULATION PLAN

*K-1 amended
for lot 6*

- NOTES**
- MAJOR PEDESTRIAN CIRCULATION
 - MINOR PEDESTRIAN CIRCULATION
- PEDESTRIAN CROSS SHALL BE ACCENTED WITH STAINED COLORED CONCRETE, BRICK PAVES, OR STAINED COLORED ASPHALT.

LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

CENTERVILLE
UTAH

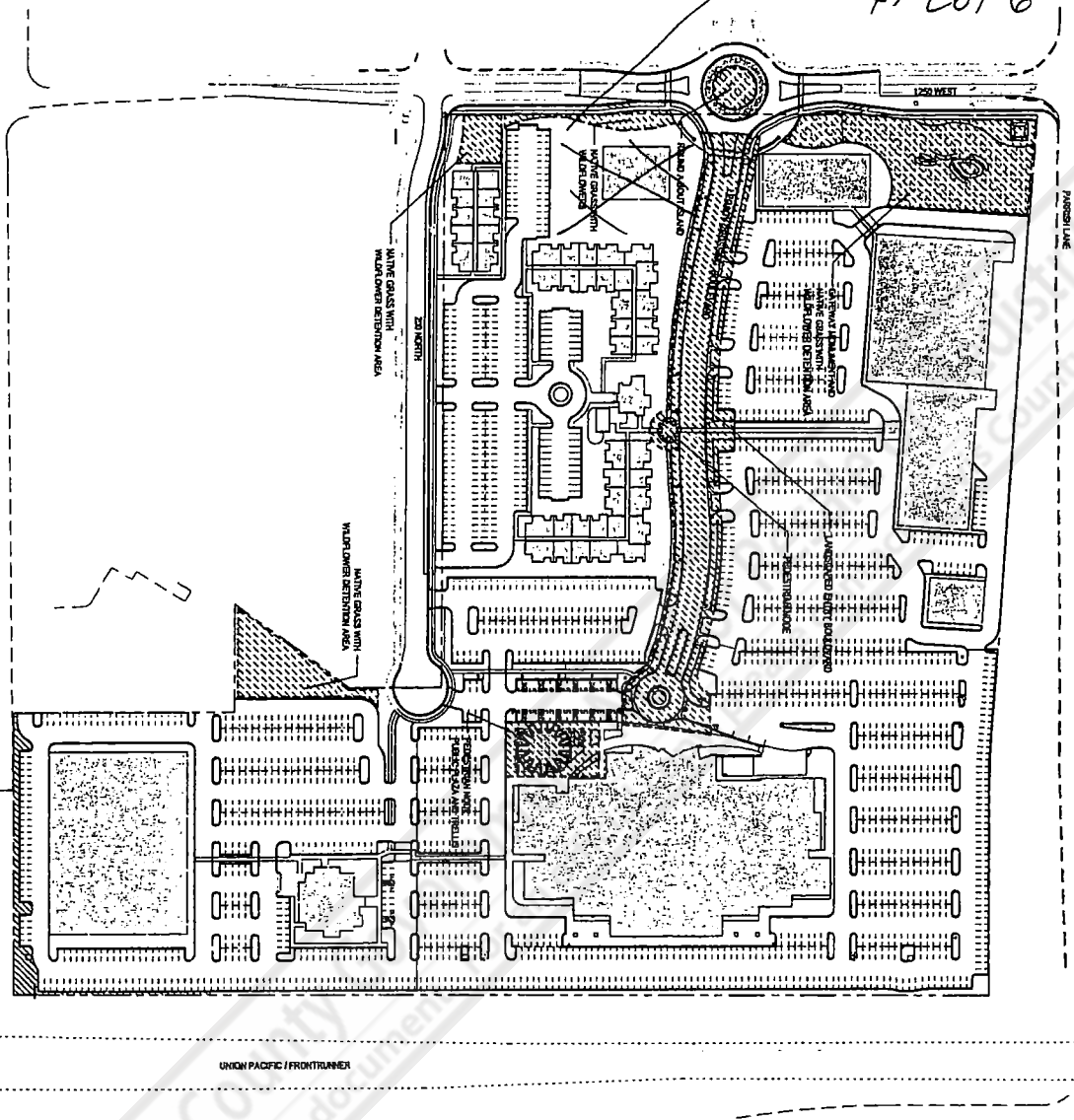
PEDESTRIAN CIRCULATION PLAN
DEVELOPMENT AGREEMENT
EXHIBIT

K-1
09/24/12

*Amended
for lot 6*

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See L-1 amended
for Lot 6



COMMON AREAS AND AMENITIES PLAN
SCALE: 1" = 50' 07.28.10



LEGACY CROSSING AT PARRISH LANE MIXED COMMERCIAL / RESIDENTIAL PLANNED DEVELOPMENT

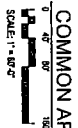
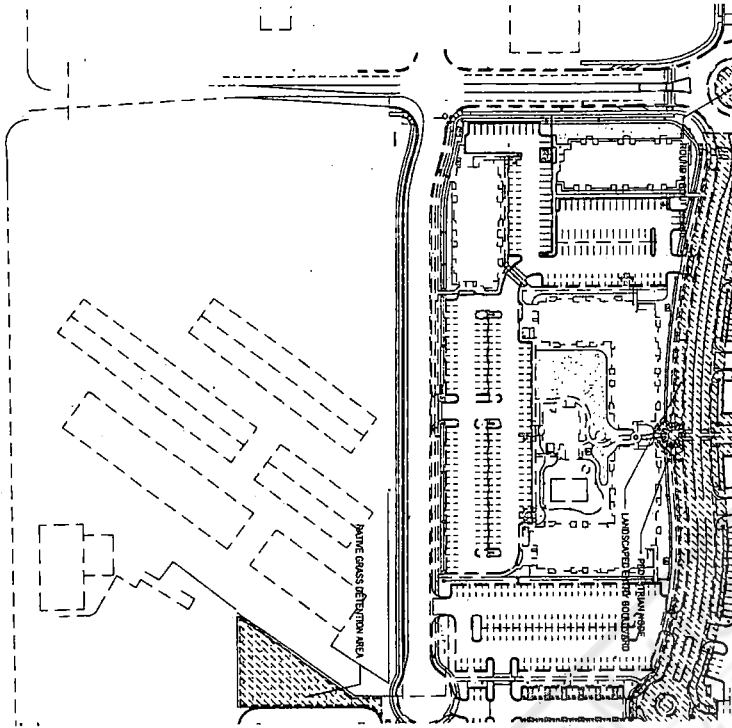
CENTERVILLE
UTAH

COMMON AREAS
AND AMENITIES
PLAN
DEVELOPMENT
AGREEMENT
EXHIBIT
L-1




 U.S. Department
 of Agriculture
 515 North Idris Road
 Layton, Utah 84041
 Telephone: (801) 244-3443
 Telefax: (801) 244-0851
 www.usda.gov

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COMMON AREAS AND AMENITIES PLAN



L-1 Amended
for lot 6

COMMON AREAS
AND AMENITIES
PLAN
DEVELOPMENT
AGREEMENT
EXHIBIT
L-1
09/24/12

Amended
for lot 6

LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

CENTERVILLE
UTAH

A rectangular box containing the U.S. Development logo on the left and contact information on the right. The contact information includes the company name, address (1513 South Hillfield Road, Suite 2, Utah 84001), telephone number (801) 544-8643, fax number (801) 544-0651, and website (www.usdevelopment.com).

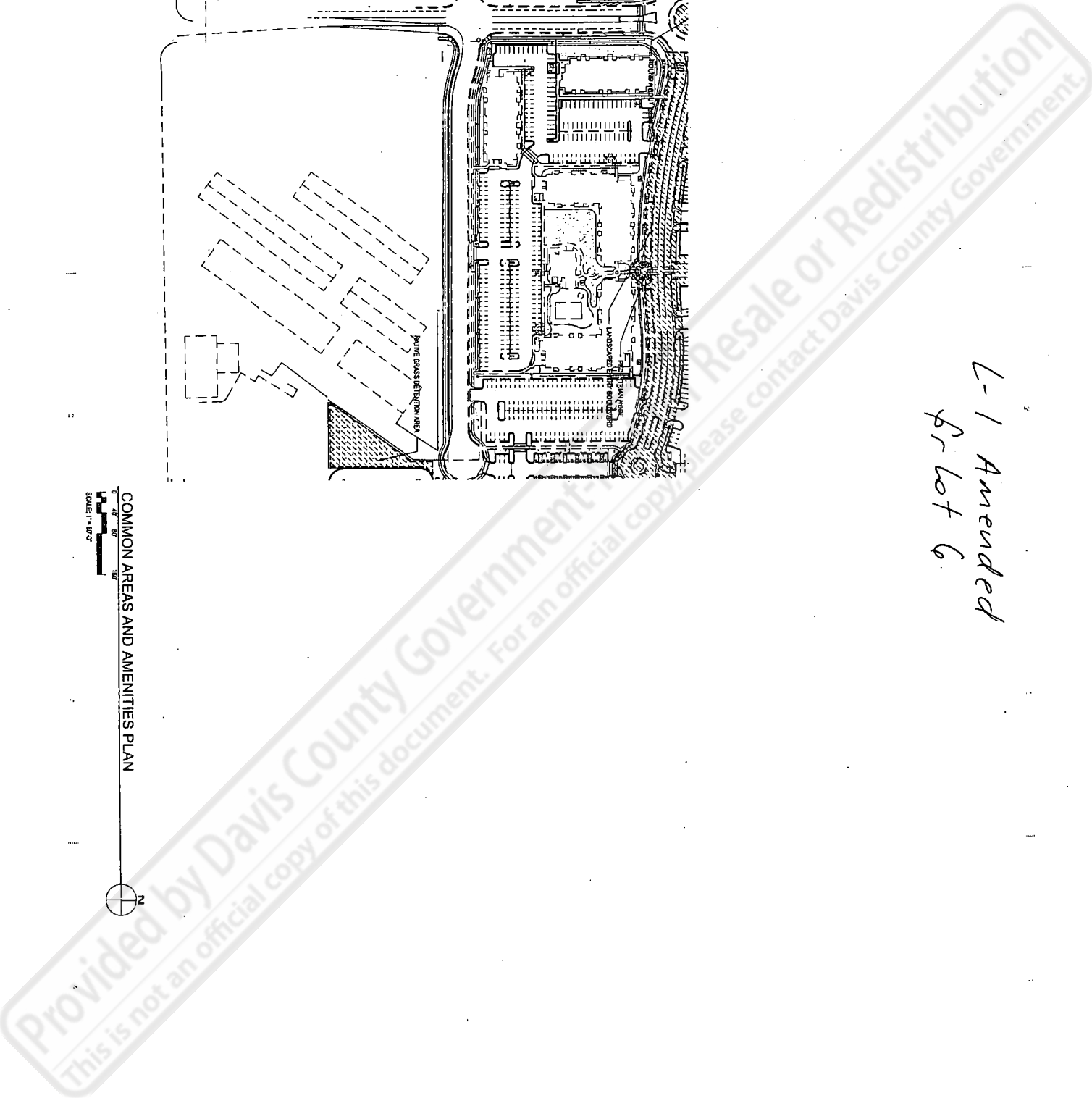
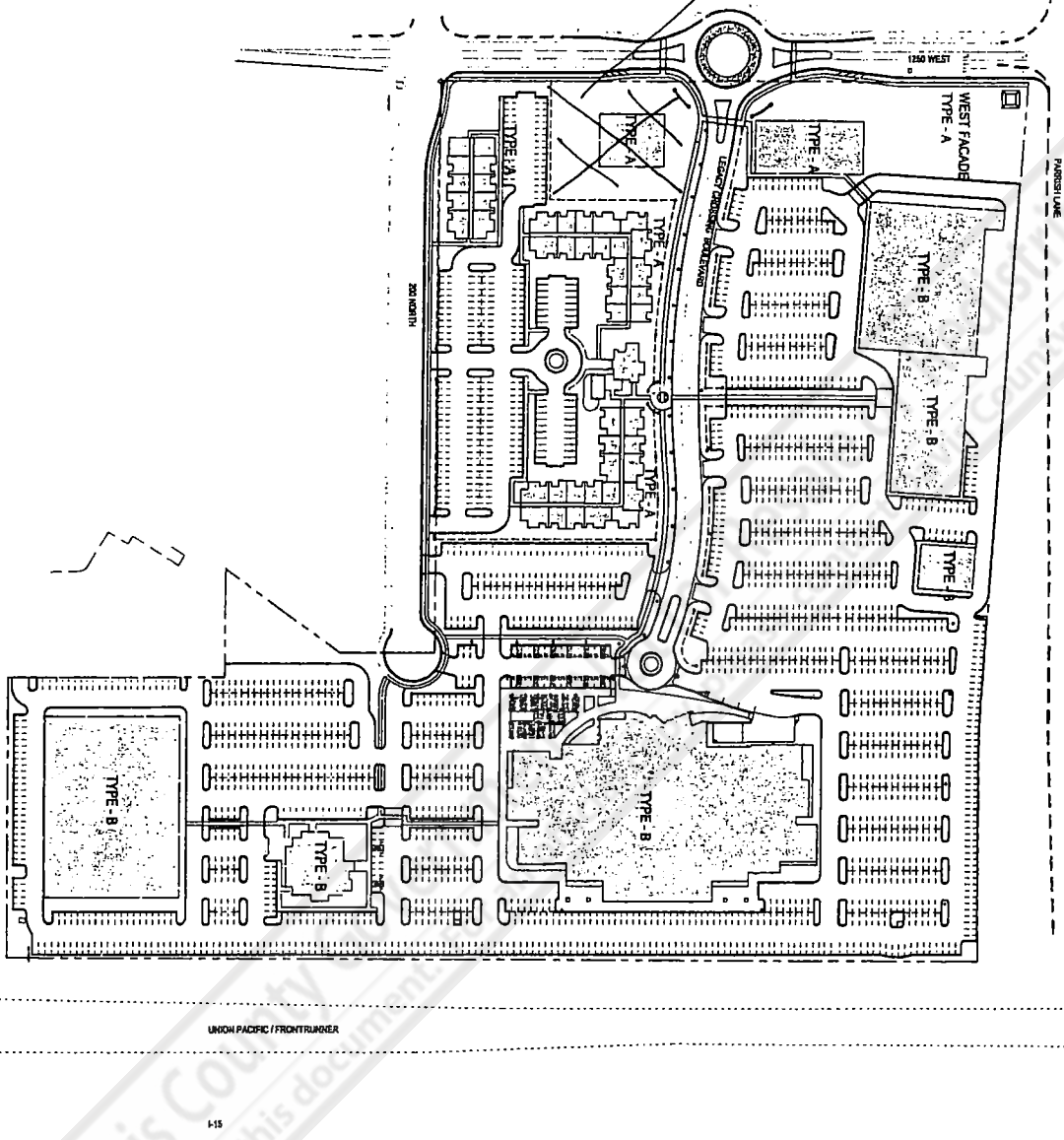


Exhibit L-2 and Exhibit L-3

(See Original Development Agreement)

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See M-1 amended
for lot 6



ARCHITECTURAL BUILDING THEME PLAN
SCALE: 1" = 30'
0' 30' 60' 90' 120'

BUILDING THEMES

TYPE - A BUILDINGS WILL HAVE ARCHITECTURAL ELEMENTS AS DEPICTED IN THE FOLLOWING EXHIBITS INCLUDING SHOWN AND SHOWN WITH OPTIONAL ELEMENTS TO DEFINE THE ARCHITECTURAL CHARACTER OF THE DEVELOPMENT. THE PERCENTAGE OF CALCULATED ON WHITE STONE, BRICK, MASONRY BOUND WILL BE PROVIDED. ADDITIONAL ELEMENTS WILL FOLLOW THESE EXHIBITS IN THE SHORLANDS COMMERCIAL PARK COLOR PALETTE.

TYPE - B BUILDINGS WILL HAVE ARCHITECTURAL ELEMENTS AS DEPICTED IN THE FOLLOWING EXHIBITS. COLOR PALETTE WILL FOLLOW THOSE DEPICTED IN THE SHORLANDS COMMERCIAL PARK COLOR PALETTE.



U.S. Development
1513 North Hillside Road
Levens, Utah 84041
Telephone: (801) 544-3443
www.usdevelopment.com



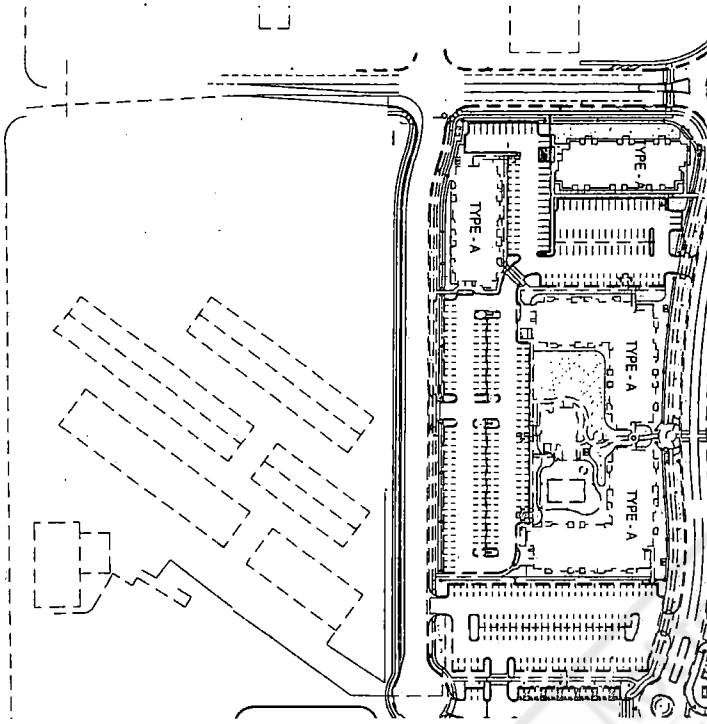
LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

CENTERVILLE
UTAH

ARCHITECTURAL
BUILDING THEME
PLAN

DEVELOPMENT
AGREEMENT
EXHIBIT

M-1



*M-1 Amended
for Lot 6*

BUILDING THEMES

TYPE - A BUILDINGS WILL HAVE ARCHITECTURAL ELEMENTS AS DESCRIBED IN THE FOLLOWING ELEMENTS INCLUDING ENRICHED MATERIALS, PORCHES, GABLES, SHINGLED ROOFS, SHINGLED ENTRANCE PORTALS, LEAD CRASSING, GRUBLES, PERGOLAS OF CATHEDRAL OR WHITE STONE, BRICK MASONRY BARRIERS WILL BE PROVIDED, ADORNED, AND COLORED TO MATCH THE BUILDING. TYPE - B BUILDINGS WILL FOLLOW THESE SPECIFIED IN THE SHORELANDS CONFORMANCE FROM COLOR PALETTE

TYPE - B BUILDINGS WILL HAVE ARCHITECTURAL ELEMENTS AS DESCRIBED IN THE FOLLOWING ELEMENTS, COLOR PALETTES WILL FOLLOW THOSE SPECIFIED IN THE SHORELANDS CONFORMANCE FROM COLOR PALETTE

UDOT
1511 North Hillfield Road
Salt Lake City, UT 84143
Telephone (801) 544-4451
www.udot.utah.gov



**LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT**

CENTERVILLE
UTAH

ARCHITECTURAL
BUILDING THEME
PLAN
DEVELOPMENT
AGREEMENT
EXHIBIT

M-1
09.24.12

*Amended
for Lot 6*

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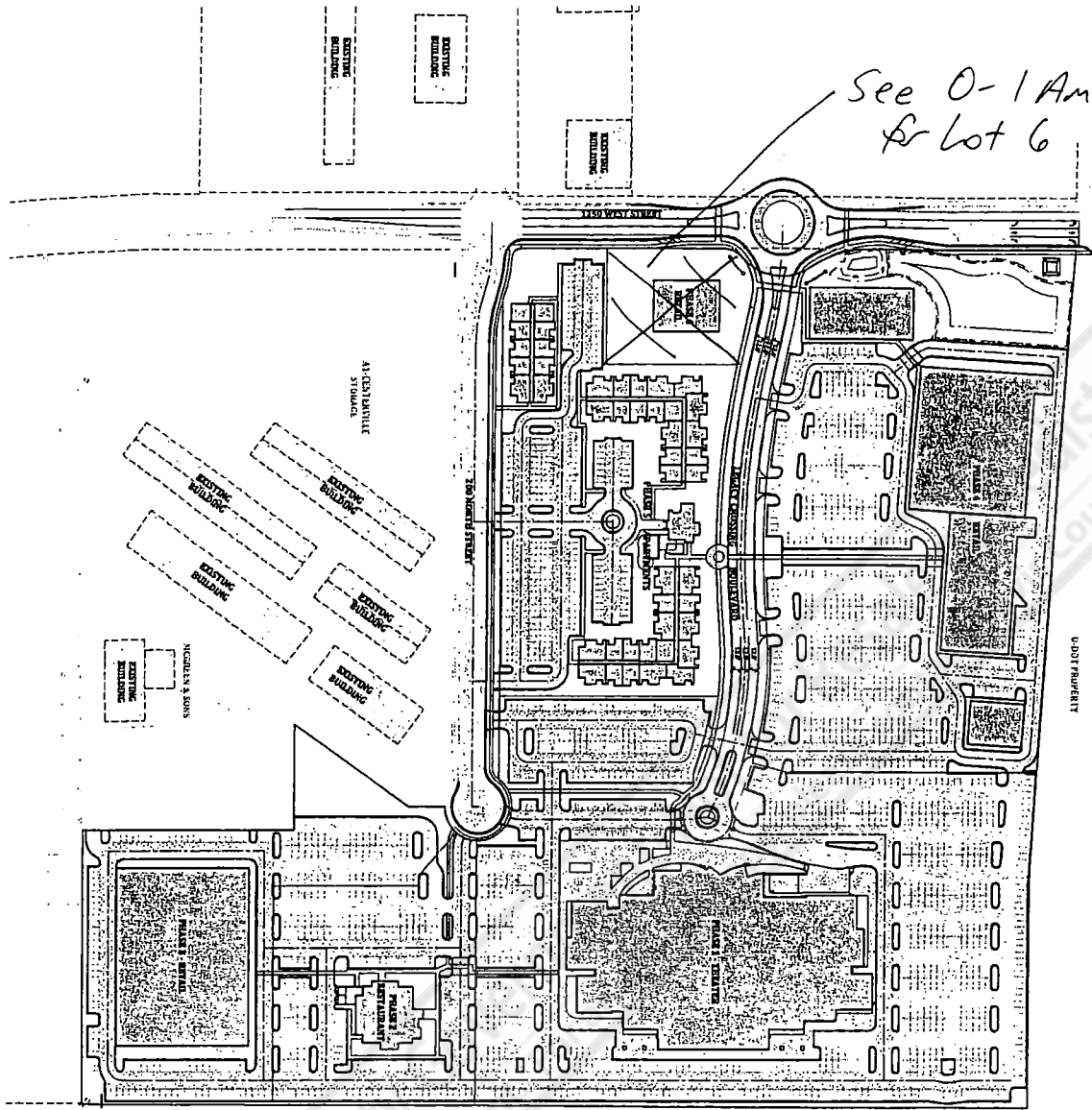
Exhibit M-2, Exhibit M-3 and Exhibit M-4

(See Original Development Agreement)





See O-1 Amended
for Lot 6



RAILROAD
RIGHT OF WAY
100 FT

UNION PACIFIC RAILROAD / FRONT RUNNER

1-15 SOUTH BOUND RAMP

SOUTHBOUND INTERSTATE 15

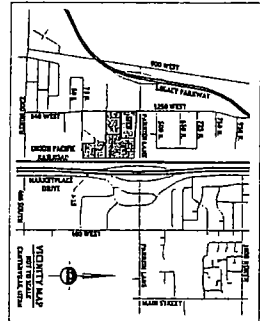
NORTHBOUND INTERSTATE 15

LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 12
TOWNSHIP 2 NORTH, RANGE 1 WEST
SALT LAKE BASIN AND MERRILLIAN
CENTRAVILLE CITY, SAND COUNTY, MISSOURI



NOTE:
SCALE OF THIS PLAN
ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE
SPECIFIED OTHER

- LEGEND**
- CENTER OF THE LAND OR THE WATER
 - EXISTING CURB OF DRIVE
 - PROPOSED PARKING STRIP
 - EXISTING CURB OF DRIVEWAY
 - PROPOSED CONCRETES
 - EXISTING BUILDING
 - PROPOSED BUILDING
 - PROPOSED DRIVEWAY
 - PROPOSED DRIVE AND LOT
 - DRIVE & LOT



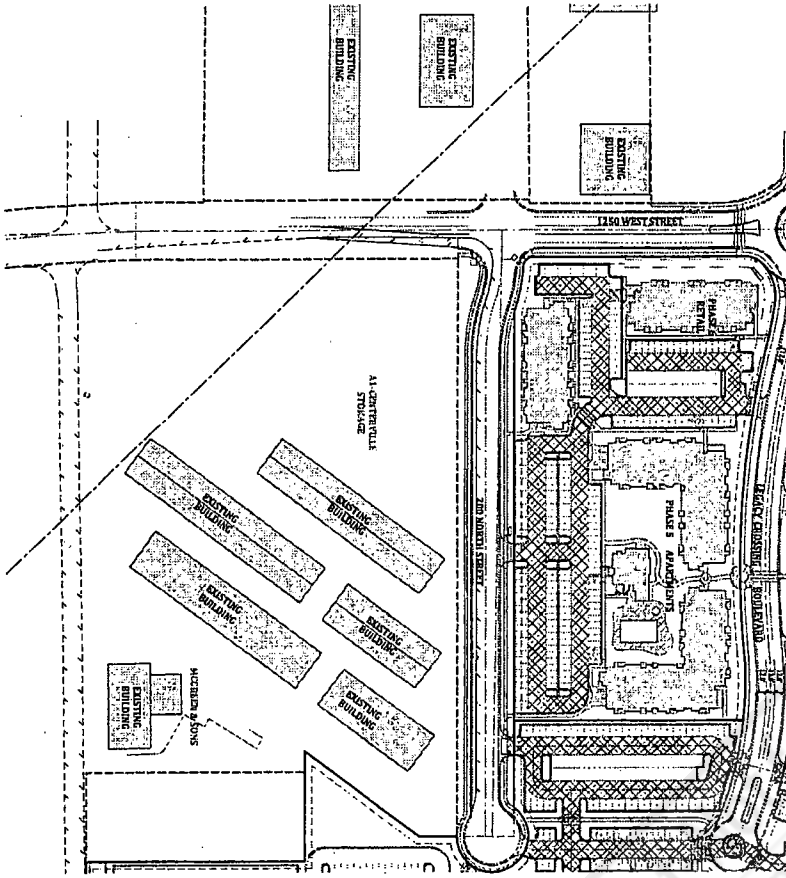
DATE	BY	REVISION
07/11	ENGIN	DRIVE ALISTES PLAN



**LEGACY CROSSING
AT PARRISH LANE**
1250 WEST STREET
CENTRAVILLE CITY, UTAH

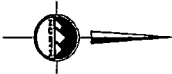
ENGIN
1460 West Hillside Rd.
Suite 204
Provo, UT 84601
Phone: 801.953.4315
Fax: 801.953.4315
www.ensign.com





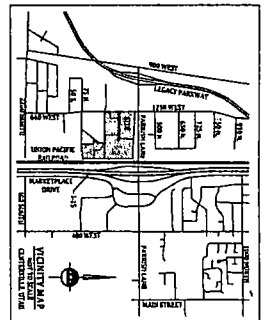
*O-1 Amended
for Lot 6*

HORIZONTAL GRAPHIC SCALE
1" = 50 FT
0 10 20 30 40 50



LOCATED IN THE SOUTHWEST QUARTER
OF SECTION 12
TOWNSHIP 2 NORTH, RANGE 1 WEST
CENTURVILLE CITY, DAVIS COUNTY, UTAH

- LEGEND**
- CENTER OF THE QUARTER FOR CADASTRAL
 - EXISTING DRIVE OR CANAL
 - EXISTING PAVEMENT FINISH
 - EXISTING SIDEWALK OR SIDEWALK
 - EXISTING CURB
 - EXISTING LIGHT FIXTURES
 - EXISTING SIGNAGE
 - EXISTING FENCE
 - EXISTING UTILITY
 - EXISTING TREE
 - EXISTING LANDSCAPE
 - EXISTING SITEWORK
 - EXISTING DRIVE
 - EXISTING SIDEWALK
 - EXISTING CURB
 - EXISTING LIGHT FIXTURES
 - EXISTING SIGNAGE
 - EXISTING FENCE
 - EXISTING UTILITY
 - EXISTING TREE
 - EXISTING LANDSCAPE
 - EXISTING SITEWORK



*Amended
for Lot 6*

**DRIVE
AIDERS
PLAN**

0-1

**LEGACY CROSSING
AT PARRISH LANE**
1250 WEST STREET
CENTURVILLE CITY, UTAH

ENSIGN

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