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E 2791684 B 5963 P 423-439
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/26/2014 01:12 PM
FEE \$52.00 Pgs: 17
DEP RTT REC'D FOR CENTERVILLE CITY

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, 06-336-0007, 06-336-0011, 06-368-0401, 06-368-0402, 06-368-0403, 06-368-0404, 06-368-0405, 06-368-0406

**THIRD 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, LEGACY CROSSING OWNERS
ASSOCIATION, INC., LEGACY OFFICE BUILDING, LLC, AND ES 135488 LC**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT ("Third Amendment") is made and entered into as of the 24 day of February, 2014, 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, **LEGACY CROSSING OWNERS ASSOCIATION, INC.**, a Utah non-profit corporation, **LEGACY OFFICE BUILDING, LLC**, a Utah limited liability company, **ES 135488 LC**, a Utah limited liability company (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, the other parties to this Third Amendment became parties to the Development Agreement by such certain Assignment and Assumption Agreements subsequently entered into and recorded against the Property at the Davis County Recorder's Office; and

WHEREAS, Legacy Crossing LLC has requested and desires to amend the Development Agreement to revise the Master Site Plan building and parking layouts as set forth in Exhibit C, to eliminate some internal decorative fencing along Legacy Crossing Boulevard as set forth in Exhibit N, and to eliminate drive aisles along Legacy Boulevard as set forth in Exhibit O; and

WHEREAS, the City is willing to amend the Development Agreement to make the requested changes to the exhibits as more particularly set forth herein;

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.** Exhibit C to the Development Agreement regarding the Master Site Plan and internal parking for Lot 4 of the Planned Development is hereby amended to read in its entirety as set forth in **Exhibit 2**, attached hereto and incorporated herein by reference.
3. **Amendment.** Exhibit N to the Development Agreement regarding internal fencing for the Planned Development is hereby amended to read in its entirety as set forth in **Exhibit 2**, attached hereto and incorporated herein by reference.
4. **Amendment.** Exhibit O to the Development Agreement regarding drives and drive aisles within the Planned Development is hereby amended to read in its entirety as set forth in **Exhibit 2**, attached hereto and incorporated herein by reference.

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.

"CITY"

CENTERVILLE CITY

ATTEST:



Marsha L. Morrow, City Recorder

By: 

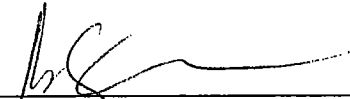
Mayor Paul Cutler

"DEVELOPER"

PARRISH LAND HOLDINGS, LLC

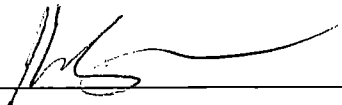
By: _____
Its: _____

LEGACY CROSSING LLC

By: 

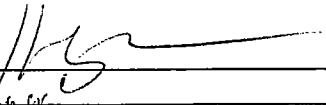
Its: Manager

LEGACY CROSSING THEATRE, LLC

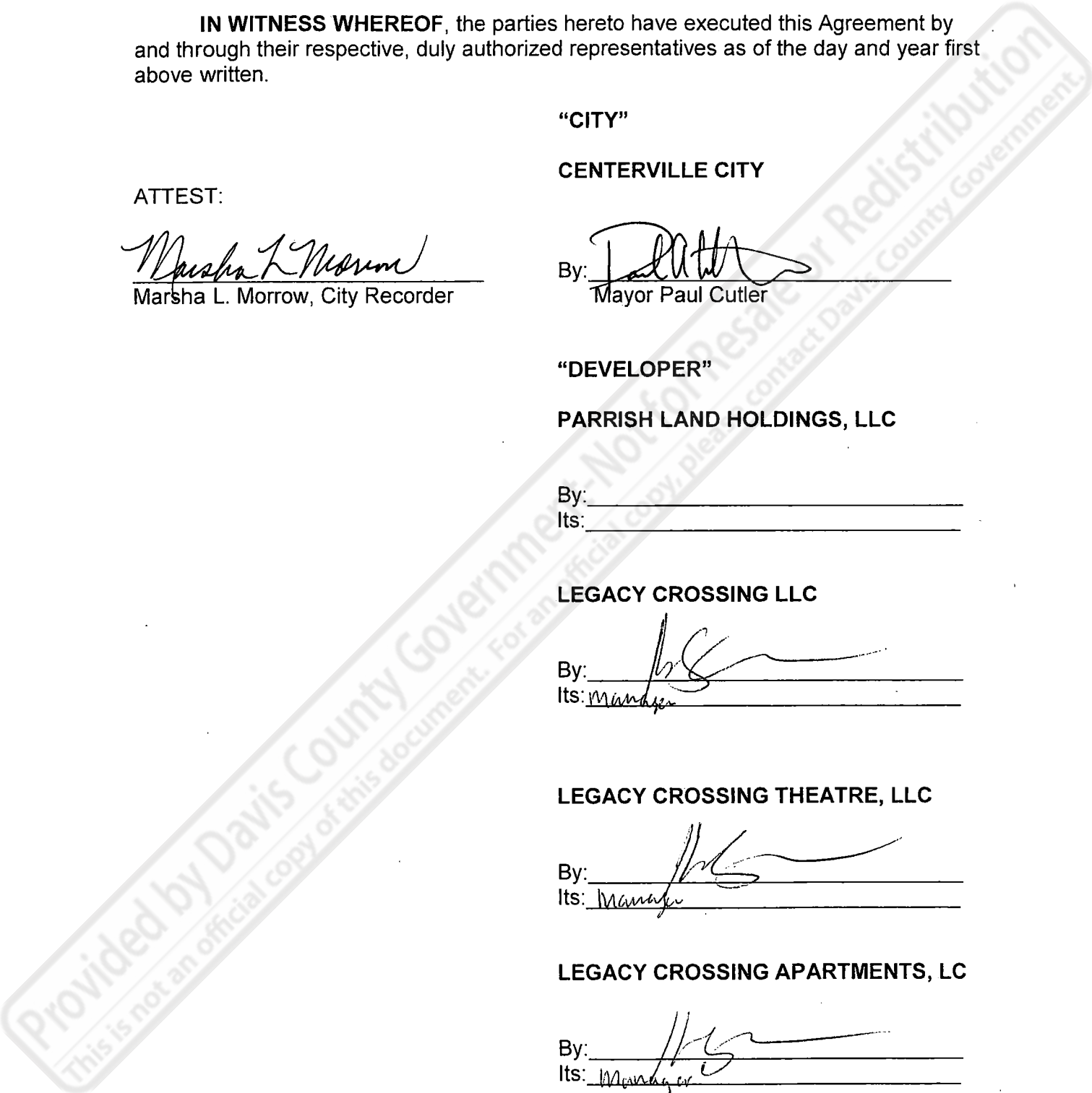
By: 

Its: Manager

LEGACY CROSSING APARTMENTS, LC

By: 

Its: Manager



SUMMERWOOD HOLDINGS II, LLC

By: _____
Its: Manager

**LEGACY CROSSING OWNERS
ASSOCIATION, INC.**

By: _____
Its: Manager

LEGACY OFFICE BUILDING, LLC

By: _____
Its: Manager

ES 135488 LC

By: _____
Its: Manager

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

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.

"CITY"

CENTERVILLE CITY

ATTEST:

Marsha L. Morrow, City Recorder

By: _____
Mayor Paul Cutler

"DEVELOPER"

PARRISH LAND HOLDINGS, LLC

By: _____
Its: *Manager*

LEGACY CROSSING LLC

By: _____
Its: *Manager*

LEGACY CROSSING THEATRE, LLC

By: _____
Its: *Manager*

LEGACY CROSSING APARTMENTS, LC

By: _____
Its: *Manager*

SUMMERWOOD HOLDINGS II, LLC

By: [Signature]
Its: Manager

**LEGACY CROSSING OWNERS
ASSOCIATION, INC.**

By: [Signature]
Its: Manager

LEGACY OFFICE BUILDING, LLC

By: [Signature]
Its: Manager

ES 135488 LC

By: _____
Its: _____

Provided by Davis County Government - For an official copy of this document, please contact Davis County Government.

CITY ACKNOWLEDGMENT

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

On the _____ day of _____, 2014, personally appeared before me Paul A. Cutler, 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 Paul A. Cutler acknowledged to me that the City executed the same.

Notary Public

My Commission Expires:

Residing at:

PARRISH LAND HOLDINGS ACKNOWLEDGMENT

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

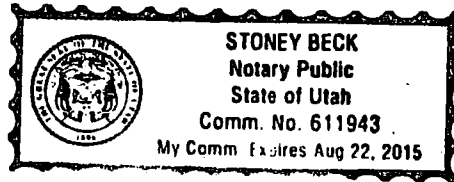
On the 19TH day of FEBRUARY, 2014, personally appeared before me CLARA MOORE who being by me duly sworn did say that (s)he is the MANAGER of **PARRISH LAND HOLDINGS, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

Stoney Beck

Notary Public

My Commission Expires:
8/22/2015

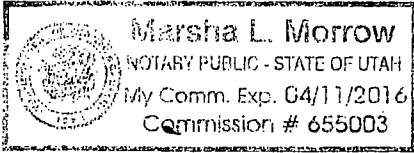
Residing at:
SALT LAKE CITY, UT 84143



CITY ACKNOWLEDGMENT

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

On the 25 day of February, 2014, personally appeared before me Paul A. Cutler, 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 Paul A. Cutler 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 _____)
)
:ss.
)
COUNTY OF _____)

On the _____ day of _____, 2014, 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.

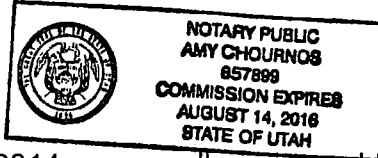
Notary Public

My Commission Expires:

Residing at:

LEGACY CROSSING ACKNOWLEDGMENT

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



On the 24 day of February, 2014, personally appeared before me Kevin S. Gran who being by me duly sworn did say that (s)he is the Mgr 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.

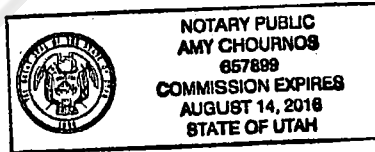
Amy Chournos
Notary Public

My Commission Expires:
8-14-16

Residing at:
Davis County

LEGACY CROSSING THEATRE ACKNOWLEDGMENT

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



On the 24 day of February, 2014, personally appeared before me Kevin S. Gran who being by me duly sworn did say that (s)he is the Mgr 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.

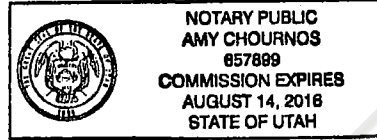
Amy Chournos
Notary Public

My Commission Expires:
8-14-16

Residing at:
Davis County

LEGACY CROSSING APARTMENT ACKNOWLEDGMENT

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



On the 24 day of February, 2014, personally appeared before me Kevin S. Crain, 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.

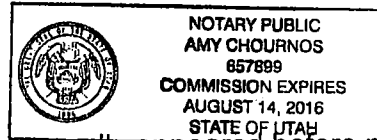
Amy Chournos
Notary Public

My Commission Expires:
8-14-16

Residing at:
Davis County

SUMMERWOOD HOLDINGS II ACKNOWLEDGMENT

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



On the 24 day of February, 2014, personally appeared before me Kevin S. Crain, 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.

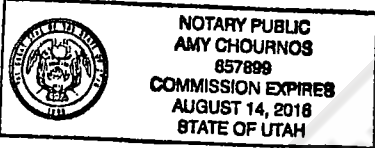
Amy Chournos
Notary Public

My Commission Expires:
8-14-16

Residing at:
Davis County

LEGACY CROSSING OWNERS ASSOCIATION ACKNOWLEDGMENT

STATE OF UTAH)
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COUNTY OF Davis)



On the 24 day of February, 2014, personally appeared before me _____, 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.

Amy Chournos

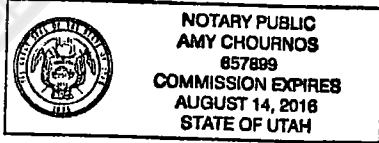
Notary Public

My Commission Expires:
8.14.16

Residing at:
Davis County

LEGACY OFFICE BUILDING, LLC ACKNOWLEDGMENT

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



On the 24 day of February, 2014, personally appeared before me Kevin Crain, who being by me duly sworn did say that (s)he is the managing member of **LEGACY OFFICE BUILDING, 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.

Amy Chournos

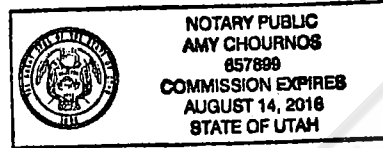
Notary Public

My Commission Expires:
8.14.16

Residing at:
Davis County

ES 135488 LC ACKNOWLEDGMENT

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



On the 24 day of February, 2014, personally appeared before me Gray M. Wright, who being by me duly sworn did say that (s)he is the managing member of **ES 135488 LC**, 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.

Amy Chournos
Notary Public

My Commission Expires:
8-14-16

Residing at:
Davis County

Provided by Davis County Government - Notary Residing in Davis County, Utah
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

And

All of the Legacy Crossing at Parrish Lane Lot 4 Amended Subdivision Plat located in
Centerville, Utah, as filed at the Davis County Recorder's Office, State of Utah

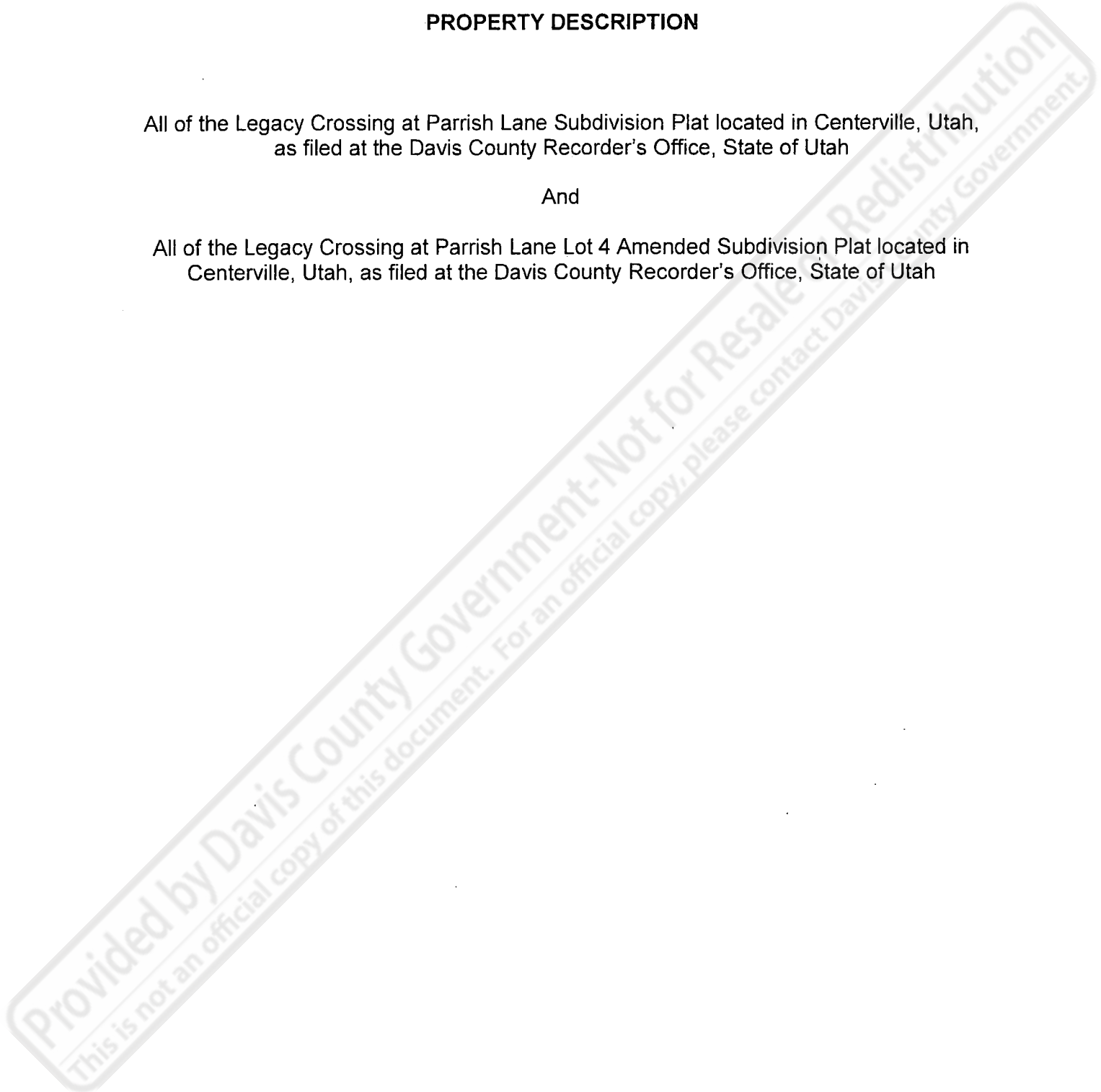
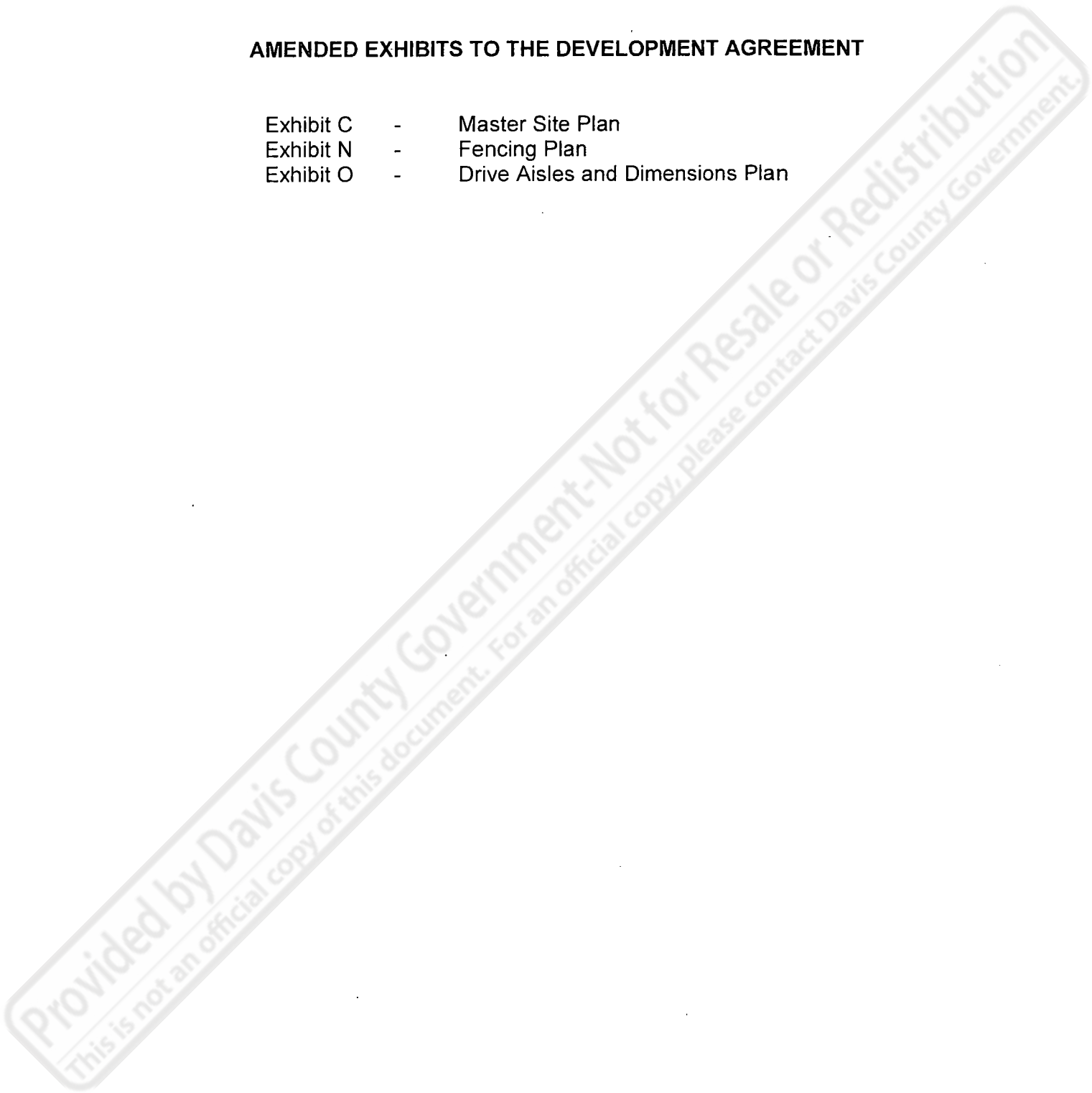
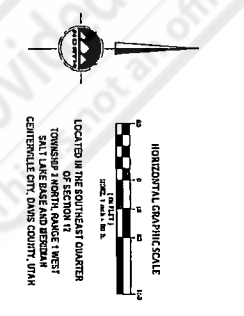
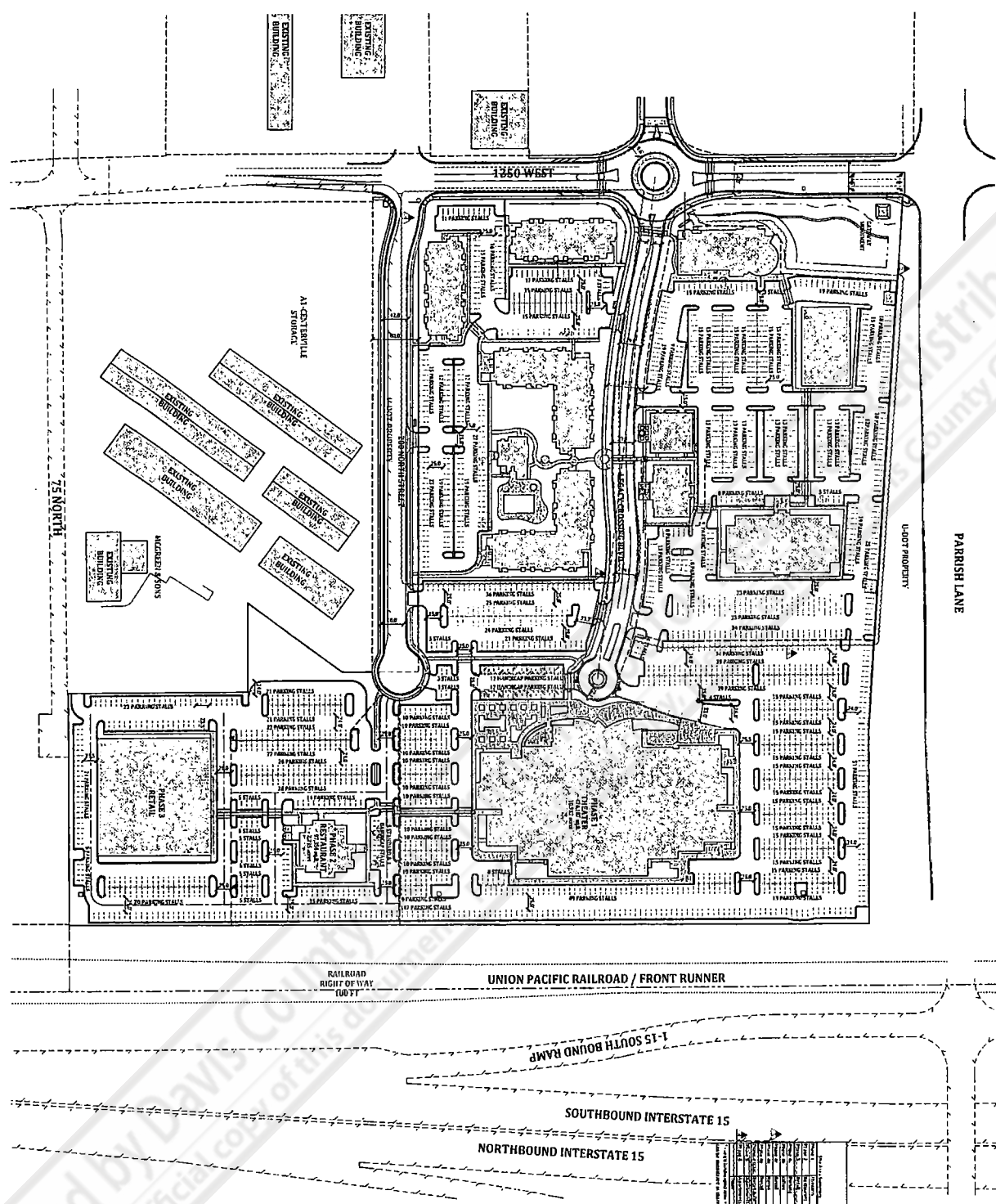


EXHIBIT 2

AMENDED EXHIBITS TO THE DEVELOPMENT AGREEMENT

- Exhibit C - Master Site Plan
- Exhibit N - Fencing Plan
- Exhibit O - Drive Aisles and Dimensions Plan

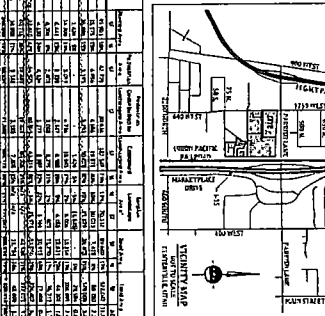




LEGEND

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NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE
1	EXISTING BUILDING	10,000	10.00
2	EXISTING DRIVE	5,000	5.00
3	EXISTING DRIVE	5,000	5.00
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98	EXISTING DRIVE	5,000	5.00
99	EXISTING DRIVE	5,000	5.00
100	EXISTING DRIVE	5,000	5.00



MASTER SITE PLAN

DATE: 01/15/2011

SCALE: 1" = 100'

PROJECT: LEGACY CROSSING AT PARRISH LANE

CLIENT: ENVIRO

DESIGNER: ENVIRO

DATE: 01/15/2011

SCALE: 1" = 100'

PROJECT: LEGACY CROSSING AT PARRISH LANE

CLIENT: ENVIRO

DESIGNER: ENVIRO

DATE: 01/15/2011

SCALE: 1" = 100'

PROJECT: LEGACY CROSSING AT PARRISH LANE

CLIENT: ENVIRO

DESIGNER: ENVIRO

LEGACY CROSSING AT PARRISH LANE

1250 WEST STREET

CENTERVILLE CITY, UTAH

ENVIRO

1455 WEST 1400th AVE.

SALT LAKE CITY, UT 84119

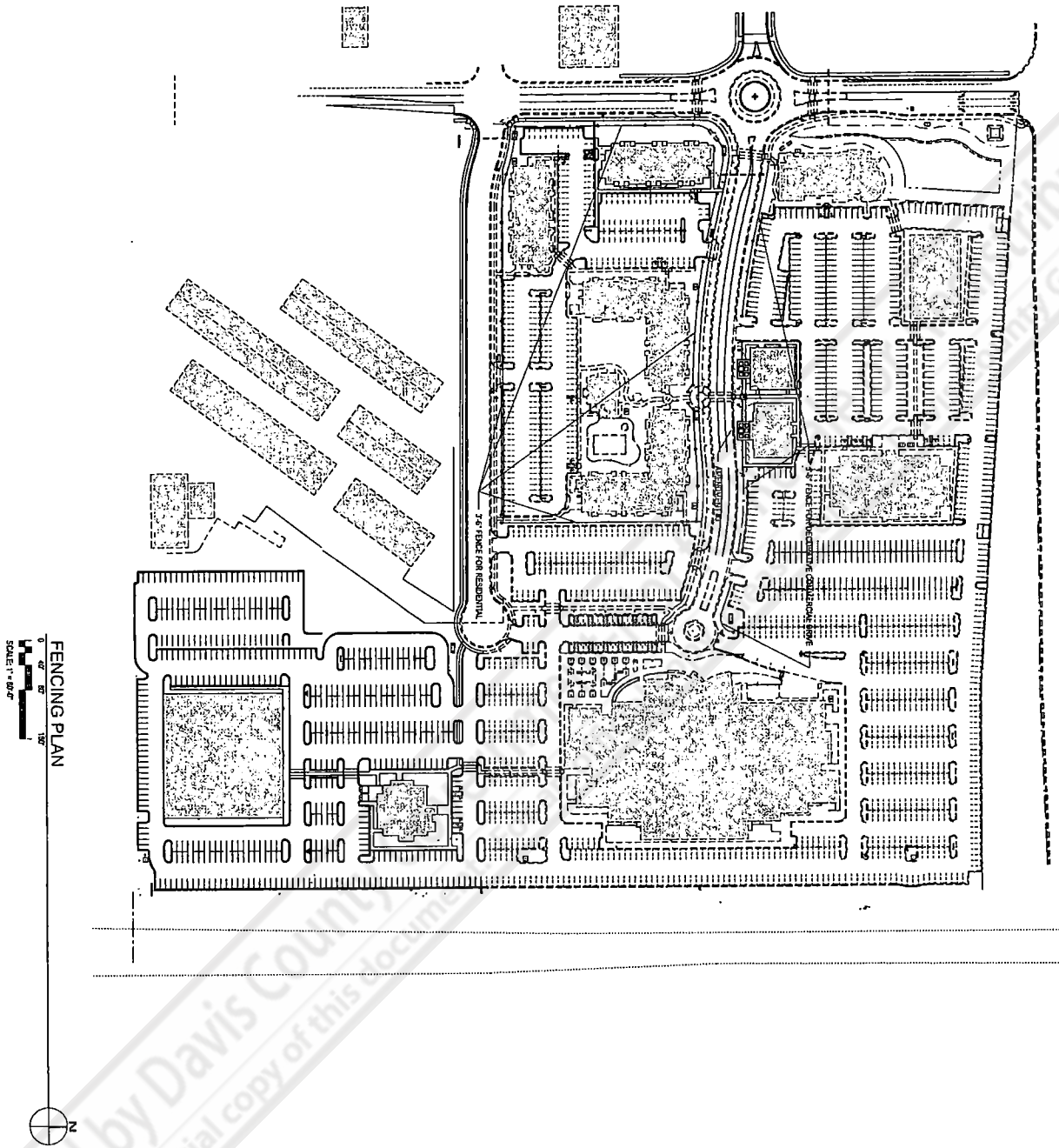
PHONE: 801.581.1100

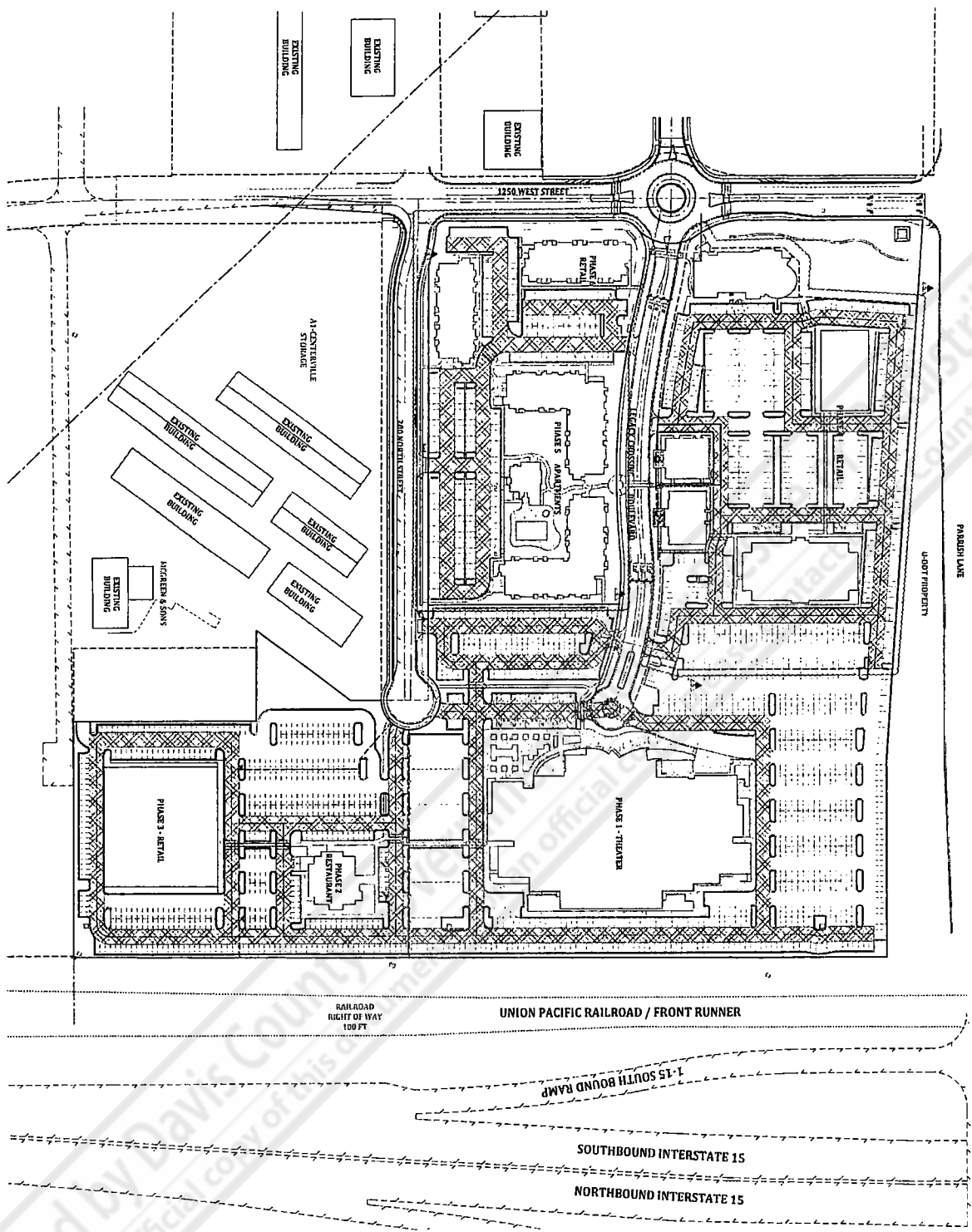
FAX: 801.581.1115

SALT LAKE CITY

PHONE: 801.251.5879

WWW.ENVIRO.COM



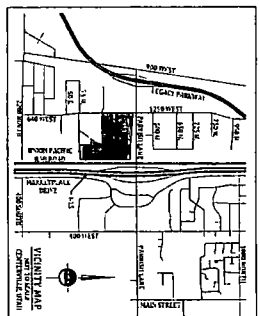


LEGEND

- CITY OF PARRISH LANE (25' CLEAR WIDTH)
- EXISTING SIDE OF DRIVE
- PROPOSED VEHICLE TRAFFIC
- EXISTING SIDE OF DRIVE
- PROPOSED SIDEWALK
- PROPOSED SIDEWALK WITH TREE
- PROPOSED SIDEWALK WITH TREE & LETTERS
- PROPOSED SIDEWALK WITH TREE
- PROPOSED SIDEWALK WITH TREE & LETTERS

NOTE:
ALL DIMENSIONS TO CENTERLINE UNLESS OTHERWISE NOTED.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12 TOWNSHIP 7 NORTH, RANGE 10 WEST, SALT LAKE COUNTY, UTAH. CENTERLINE CORNER, S.W. CORNER, 104N



LINE	MARKER	DRIVE	ASILES	PLAN
1	1/4" = 1' = 0.125"	0	0	0
2	1/4" = 1' = 0.125"	0	0	0
3	1/4" = 1' = 0.125"	0	0	0
4	1/4" = 1' = 0.125"	0	0	0
5	1/4" = 1' = 0.125"	0	0	0
6	1/4" = 1' = 0.125"	0	0	0
7	1/4" = 1' = 0.125"	0	0	0
8	1/4" = 1' = 0.125"	0	0	0
9	1/4" = 1' = 0.125"	0	0	0
10	1/4" = 1' = 0.125"	0	0	0
11	1/4" = 1' = 0.125"	0	0	0
12	1/4" = 1' = 0.125"	0	0	0
13	1/4" = 1' = 0.125"	0	0	0
14	1/4" = 1' = 0.125"	0	0	0
15	1/4" = 1' = 0.125"	0	0	0
16	1/4" = 1' = 0.125"	0	0	0
17	1/4" = 1' = 0.125"	0	0	0
18	1/4" = 1' = 0.125"	0	0	0
19	1/4" = 1' = 0.125"	0	0	0
20	1/4" = 1' = 0.125"	0	0	0



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

ENSIGN
1408 WEST HIGHLAND BL.
SALT LAKE CITY, UT 84119
PHONE: (801) 521-1100
FAX: (801) 293-4315

3ALTY LANE CITY
PHONE: (801) 255-0579

UNION PACIFIC RAILROAD

1-15 SOUTH BOUND RAMP

SOUTHBOUND INTERSTATE 15

NORTHBOUND INTERSTATE 15

SALT LAKE CITY