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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.

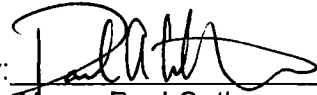
"CITY"

CENTERVILLE CITY

ATTEST:



Marsha L. Morrow, City Recorder

By: 

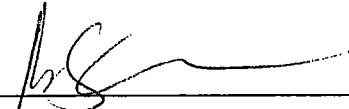
Mayor Paul Cutler

"DEVELOPER"

PARRISH LAND HOLDINGS, LLC

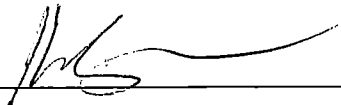
By: _____
Its: _____

LEGACY CROSSING LLC

By: 

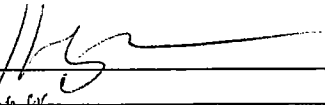
Its: Manager

LEGACY CROSSING THEATRE, LLC

By: 

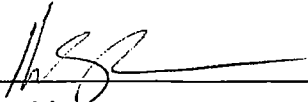
Its: Manager

LEGACY CROSSING APARTMENTS, LC

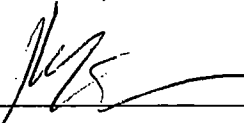
By: 

Its: Manager

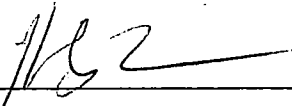
SUMMERWOOD HOLDINGS II, LLC

By: 
Its: Manager


**LEGACY CROSSING OWNERS
ASSOCIATION, INC.**

By: 
Its: Manager

LEGACY OFFICE BUILDING, LLC

By: 
Its: Manager

ES 135488 LC

By: 
Its: Manager

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*

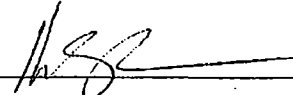
LEGACY CROSSING THEATRE, LLC

By: _____
Its: *Manager*

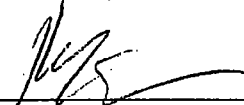
LEGACY CROSSING APARTMENTS, LC

By: _____
Its: *Manager*

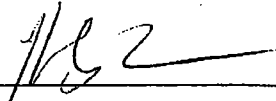
SUMMERWOOD HOLDINGS II, LLC

By: 
Its: Manager

**LEGACY CROSSING OWNERS
ASSOCIATION, INC.**

By: 
Its: Manager

LEGACY OFFICE BUILDING, LLC

By: 
Its: Manager

ES 135488 LC

By: _____
Its: _____

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)

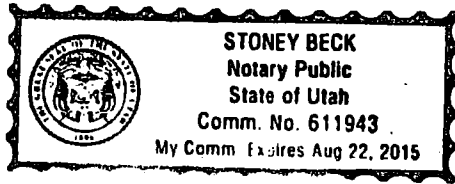
On the 19th day of FEBRUARY, 2014, personally appeared before me CAMB MOLLER who being by me duly sworn did say that (s)he is the MANAGER of **PARRISH LAND HOLDINGS, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that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

Stoney Beck

Notary Public

My Commission Expires:
8/22/2015

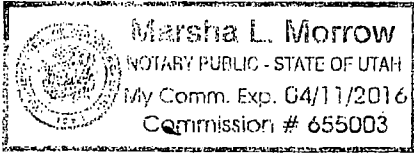
Residing at:
SALT LAKE CITY, UT 84143



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.

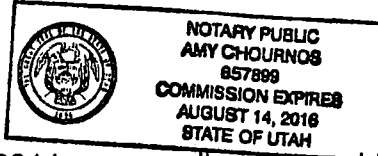
Notary Public

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.

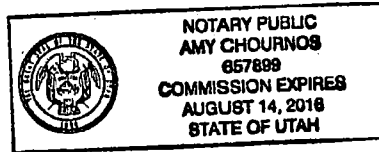
Amy Chournos
Notary Public

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.

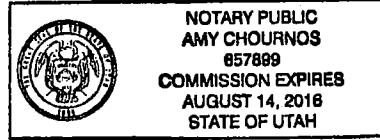
Amy Chournos
Notary Public

My Commission Expires:
8-14-16

Residing at:
Davis County

LEGACY CROSSING APARTMENT ACKNOWLEDGMENT

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



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

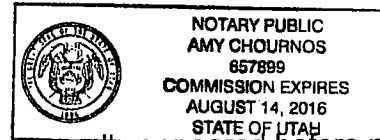
Amy Chournos
Notary Public

My Commission Expires:
8-14-16

Residing at:
Davis County

SUMMERWOOD HOLDINGS II ACKNOWLEDGMENT

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



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

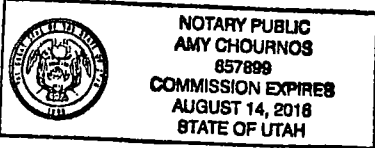
Amy Chournos
Notary Public

My Commission Expires:
8-14-16

Residing at:
Davis County

LEGACY CROSSING OWNERS ASSOCIATION ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
)
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.

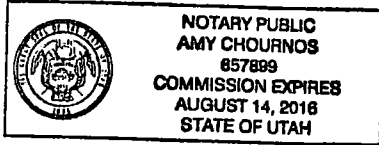
Amy Chournos
Notary Public

My Commission Expires:
8.14.16

Residing at:
Davis County

LEGACY OFFICE BUILDING, LLC ACKNOWLEDGMENT

STATE OF UTAH)
)
) :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.

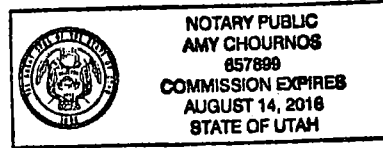
Amy Chournos
Notary Public

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

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

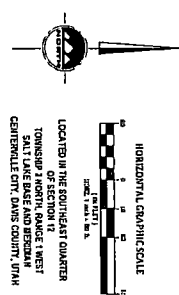
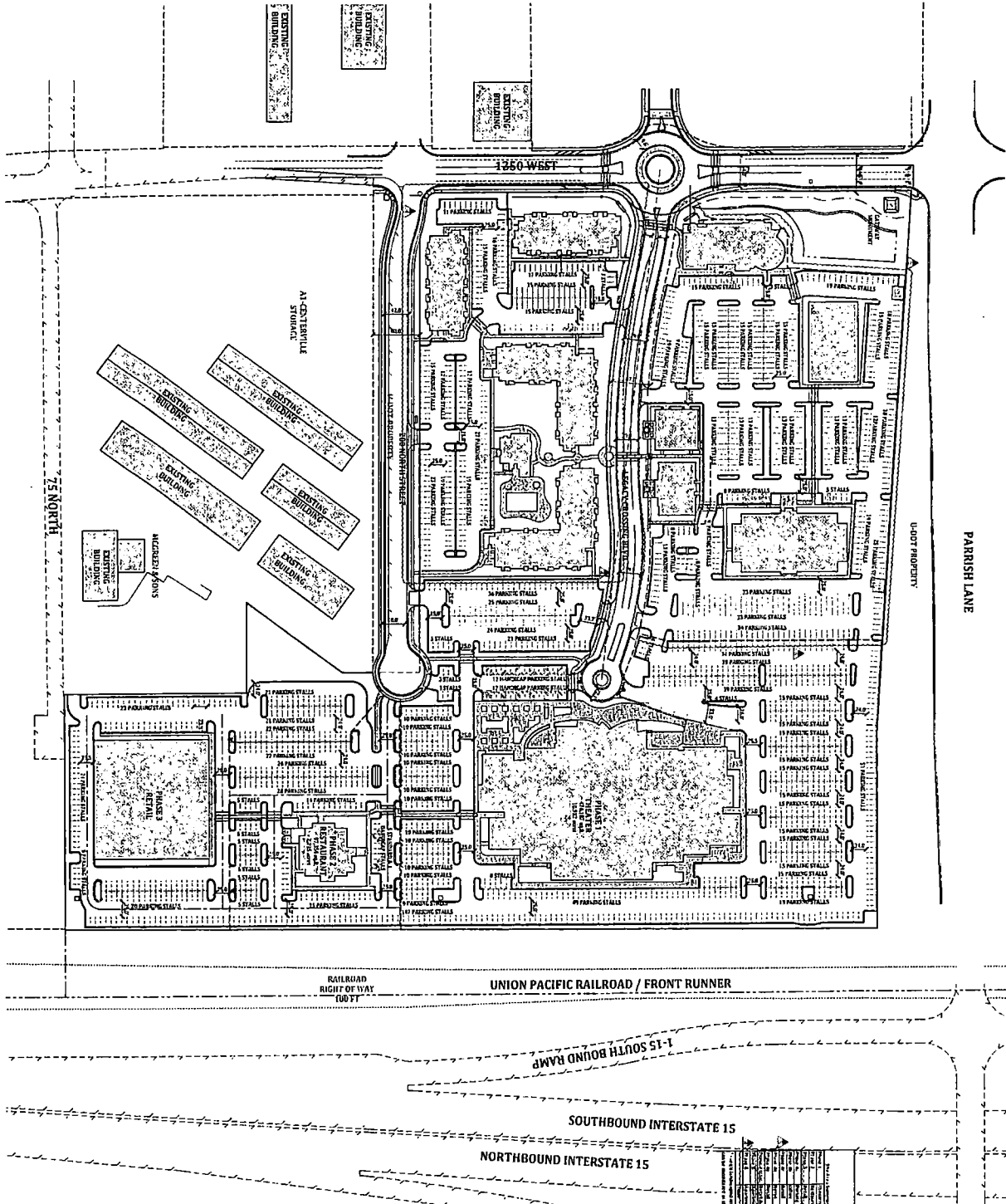
And

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

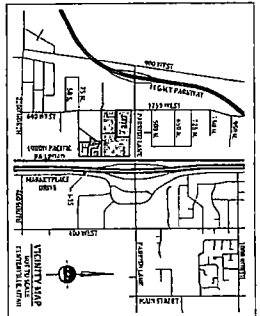


LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 12
TOWNSHIP 2 NORTH, RANGE 1 WEST
SALT LAKE BASIN AND BECKM
CENTRVILLE CITY, OHIO COUNTY, OHIO

LEGEND

- 1. EXISTING BUILDING
- 2. EXISTING DRIVE
- 3. EXISTING DRIVE
- 4. EXISTING DRIVE
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- 100. EXISTING DRIVE

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENTAGE	TOTAL AREA (SQ. FT.)
1	EXISTING BUILDING	10,000	10.00	10,000
2	EXISTING DRIVE	5,000	5.00	15,000
3	EXISTING DRIVE	5,000	5.00	20,000
4	EXISTING DRIVE	5,000	5.00	25,000
5	EXISTING DRIVE	5,000	5.00	30,000
6	EXISTING DRIVE	5,000	5.00	35,000
7	EXISTING DRIVE	5,000	5.00	40,000
8	EXISTING DRIVE	5,000	5.00	45,000
9	EXISTING DRIVE	5,000	5.00	50,000
10	EXISTING DRIVE	5,000	5.00	55,000
11	EXISTING DRIVE	5,000	5.00	60,000
12	EXISTING DRIVE	5,000	5.00	65,000
13	EXISTING DRIVE	5,000	5.00	70,000
14	EXISTING DRIVE	5,000	5.00	75,000
15	EXISTING DRIVE	5,000	5.00	80,000
16	EXISTING DRIVE	5,000	5.00	85,000
17	EXISTING DRIVE	5,000	5.00	90,000
18	EXISTING DRIVE	5,000	5.00	95,000
19	EXISTING DRIVE	5,000	5.00	100,000
20	EXISTING DRIVE	5,000	5.00	105,000
21	EXISTING DRIVE	5,000	5.00	110,000
22	EXISTING DRIVE	5,000	5.00	115,000
23	EXISTING DRIVE	5,000	5.00	120,000
24	EXISTING DRIVE	5,000	5.00	125,000
25	EXISTING DRIVE	5,000	5.00	130,000
26	EXISTING DRIVE	5,000	5.00	135,000
27	EXISTING DRIVE	5,000	5.00	140,000
28	EXISTING DRIVE	5,000	5.00	145,000
29	EXISTING DRIVE	5,000	5.00	150,000
30	EXISTING DRIVE	5,000	5.00	155,000
31	EXISTING DRIVE	5,000	5.00	160,000
32	EXISTING DRIVE	5,000	5.00	165,000
33	EXISTING DRIVE	5,000	5.00	170,000
34	EXISTING DRIVE	5,000	5.00	175,000
35	EXISTING DRIVE	5,000	5.00	180,000
36	EXISTING DRIVE	5,000	5.00	185,000
37	EXISTING DRIVE	5,000	5.00	190,000
38	EXISTING DRIVE	5,000	5.00	195,000
39	EXISTING DRIVE	5,000	5.00	200,000
40	EXISTING DRIVE	5,000	5.00	205,000
41	EXISTING DRIVE	5,000	5.00	210,000
42	EXISTING DRIVE	5,000	5.00	215,000
43	EXISTING DRIVE	5,000	5.00	220,000
44	EXISTING DRIVE	5,000	5.00	225,000
45	EXISTING DRIVE	5,000	5.00	230,000
46	EXISTING DRIVE	5,000	5.00	235,000
47	EXISTING DRIVE	5,000	5.00	240,000
48	EXISTING DRIVE	5,000	5.00	245,000
49	EXISTING DRIVE	5,000	5.00	250,000
50	EXISTING DRIVE	5,000	5.00	255,000
51	EXISTING DRIVE	5,000	5.00	260,000
52	EXISTING DRIVE	5,000	5.00	265,000
53	EXISTING DRIVE	5,000	5.00	270,000
54	EXISTING DRIVE	5,000	5.00	275,000
55	EXISTING DRIVE	5,000	5.00	280,000
56	EXISTING DRIVE	5,000	5.00	285,000
57	EXISTING DRIVE	5,000	5.00	290,000
58	EXISTING DRIVE	5,000	5.00	295,000
59	EXISTING DRIVE	5,000	5.00	300,000
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62	EXISTING DRIVE	5,000	5.00	315,000
63	EXISTING DRIVE	5,000	5.00	320,000
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66	EXISTING DRIVE	5,000	5.00	335,000
67	EXISTING DRIVE	5,000	5.00	340,000
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69	EXISTING DRIVE	5,000	5.00	350,000
70	EXISTING DRIVE	5,000	5.00	355,000
71	EXISTING DRIVE	5,000	5.00	360,000
72	EXISTING DRIVE	5,000	5.00	365,000
73	EXISTING DRIVE	5,000	5.00	370,000
74	EXISTING DRIVE	5,000	5.00	375,000
75	EXISTING DRIVE	5,000	5.00	380,000
76	EXISTING DRIVE	5,000	5.00	385,000
77	EXISTING DRIVE	5,000	5.00	390,000
78	EXISTING DRIVE	5,000	5.00	395,000
79	EXISTING DRIVE	5,000	5.00	400,000
80	EXISTING DRIVE	5,000	5.00	405,000
81	EXISTING DRIVE	5,000	5.00	410,000
82	EXISTING DRIVE	5,000	5.00	415,000
83	EXISTING DRIVE	5,000	5.00	420,000
84	EXISTING DRIVE	5,000	5.00	425,000
85	EXISTING DRIVE	5,000	5.00	430,000
86	EXISTING DRIVE	5,000	5.00	435,000
87	EXISTING DRIVE	5,000	5.00	440,000
88	EXISTING DRIVE	5,000	5.00	445,000
89	EXISTING DRIVE	5,000	5.00	450,000
90	EXISTING DRIVE	5,000	5.00	455,000
91	EXISTING DRIVE	5,000	5.00	460,000
92	EXISTING DRIVE	5,000	5.00	465,000
93	EXISTING DRIVE	5,000	5.00	470,000
94	EXISTING DRIVE	5,000	5.00	475,000
95	EXISTING DRIVE	5,000	5.00	480,000
96	EXISTING DRIVE	5,000	5.00	485,000
97	EXISTING DRIVE	5,000	5.00	490,000
98	EXISTING DRIVE	5,000	5.00	495,000
99	EXISTING DRIVE	5,000	5.00	500,000
100	EXISTING DRIVE	5,000	5.00	505,000



ENSIEN

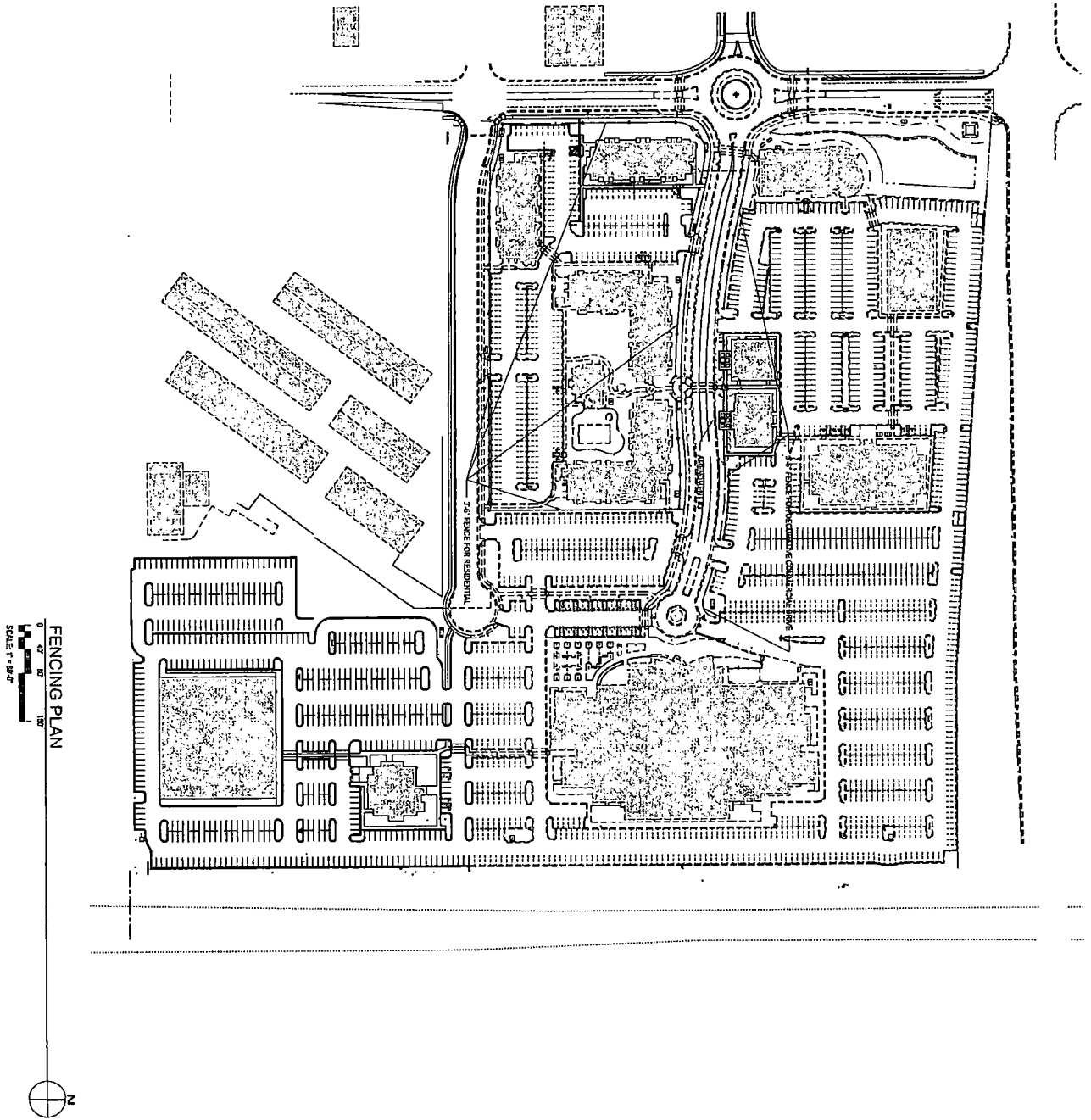
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www.ensien.com

**LEGACY CROSSING
AT PARRISH LANE**

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AMENDMENT 3 01.18.14

LEGACY CROSSING AT PARRISH LANE MIXED COMMERCIAL / RESIDENTIAL PLANNED DEVELOPMENT

CENTERVILLE
UTAH

FENCING
PLAN

DEVELOPMENT
AGREEMENT
EXHIBIT

N-1



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