

2017

LEGACY CROSSING AT PARRISH LANE

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BK 5118 PG 528

DEVELOPMENT AGREEMENT & EXHIBITS

JULY 26, 2010

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E: 2555652 B: 5118 P: 526-622
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/28/2010 11:18 AM
FEE \$206.00 Pgs: 97
DEP RTT REC'D FOR CENTERVILLE



When recorded, return to:

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

Affects Parcels: 6-008-0027, 06-008-0038, 06-008-0057, 06-008-0058, 06-008-0087

**DEVELOPMENT AGREEMENT BETWEEN CENTERVILLE
CITY, PARRISH LAND HOLDINGS, LLC, AND LEGACY CROSSING LLC**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 21st day of September, 2010, by and between **CENTERVILLE CITY**, a Utah municipal corporation ("City"), and **PARRISH LAND HOLDINGS, LLC**, a Utah limited liability company, and **LEGACY CROSSING LLC**, a Utah limited liability corporation (collectively referred to herein as "Developer").

RECITALS:

A. Developer owns approximately 28.92 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 A, attached hereto and incorporated herein by this reference (the "Property").

B. Developer desires to rezone, subdivide and develop the Property as a Mixed Commercial / Residential Planned Development to include a theater complex, retail, restaurant, office, and multi-family residential housing (the "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, as more particularly defined herein.

C. Pursuant to City Ordinances, Developer has submitted to the City applications for rezone of the Property with a Planned Development Overlay, zoning text amendment regarding residential density within a mixed commercial/residential planned development, and conceptual master site plan approval for development of the Property as a Planned Development

D. Subject to various conditions of approval, including the approval and execution of this Agreement, the City is willing to approve the rezoning of a portion of the Property from Industrial Use (I-H & I-VH) to Commercial Very High (C-VH) with an associated Planned Development Overlay (PDO) zoning for the Property. The conditionally approved zoning for the Property is more particularly indicated and represented on Exhibit B, attached hereto and incorporated herein by this reference

E. Subject to various conditions of approval, the City has approved a master conceptual site plan ("Master Site Plan") for the Mixed Commercial / Residential Planned Development. The Master Site Plan is attached hereto as Exhibit C and incorporated herein by this reference.

F. As part of the Master Site Plan, the City also conditionally approved the following plans for the Planned Development (hereinafter collectively referred to as the "Project Plans"):

1. Legacy Crossing Master Phasing Plan ("Phasing Plan") attached hereto and incorporated herein by reference as Exhibit D;
2. Legacy Crossing Master Landscaping Plan ("Landscaping Plan") attached hereto and incorporated herein by reference as Exhibit E;
3. Legacy Crossing Master Lighting Plan ("Lighting Plan") attached hereto and incorporated herein by reference as Exhibit F;
4. Legacy Crossing Signage and Monument Plan ("Signage and Monument Plan") attached hereto and incorporated herein by reference as Exhibit G;
5. Legacy Crossing Reciprocal Parking and Cross-Access Easements Plan ("Reciprocal Parking and Cross-Access Easements Plan") attached hereto and incorporated herein by reference as Exhibit H;
6. Legacy Crossing Traffic Mitigation Plan ("Traffic Mitigation Plan") attached hereto and incorporated herein by reference as Exhibit I;

7. Legacy Crossing Setback Plan ("Setback Plan") attached hereto and incorporated herein by reference as Exhibit J;

8. Legacy Crossing Sidewalk and Pedestrian Pathways Plan ("Sidewalk and Pedestrian Pathways Plan") attached hereto and incorporated herein by reference as Exhibit K;

9. Legacy Crossing Common Areas and Amenities Plan ("Common Areas and Amenities Plan") attached hereto and incorporated herein by reference as Exhibit L;

10. Legacy Crossing Architectural Design Guidelines ("Architectural Design Guidelines") attached hereto and incorporated herein by reference as Exhibit M;

11. Legacy Crossing Fencing Plan ("Fencing Plan") attached hereto and incorporated herein by reference as Exhibit N;

12. Legacy Crossing Drive Aisle and Dimensions Plan ("Drive Aisle Plan") attached hereto and incorporated herein by reference as Exhibit O;

13. Legacy Crossing Truck Route Plan ("Truck Route Plan") attached hereto and incorporated herein by reference as Exhibit P.

G. All approvals for development of the Property are subject to specific conditions of approval. This Agreement includes various conditions and requirements which must be satisfied by Developer in the development of the Property. Except as otherwise specifically provided herein, both the Property and the development of the Planned Development are subject to and shall conform with this Agreement as well as all ordinances, rules and regulations adopted by the City, including but not limited to the provisions of the City General Plan, Zoning Ordinance, Subdivision Ordinance, fees, and all other applicable ordinances, standards, specifications, regulations and codes, collectively hereinafter referred to as the "City Ordinances."

H. The purpose of this Agreement is to reduce to writing the respective agreements and understandings of the parties regarding the approval of the Planned Development Overlay and development of the Property in conformance with the City Ordinances and the specific approvals granted by the City for the Property and the Planned Development. The City and Developer, as well as any permitted successors and assigns, agree to be bound by the terms and conditions of this Agreement as more particularly set forth herein. Any person or entity hereinafter developing the Property or any portion thereof shall comply with the terms of this Agreement.

AGREEMENT:

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

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

2. **Property Development.** The Property and the Planned Development shall be developed in strict accordance with the terms and conditions of this Agreement and City Ordinances. All development and use of the Property shall be subject to and shall comply with the terms and conditions of the Master Site Plan, the Project Plans, and the Planned Development Overlay Zone requirements. In accordance with the terms and findings of the Planned Development Overlay Zone and the terms and conditions of this Agreement, the Property shall be developed as one integrated land use rather than as an aggregation of individual and unrelated buildings and uses. In addition, in accordance with the Planned Development Overlay Zone requirements, the Planned Development shall implement the goals of the City General Plan, have an overall architectural design theme, and allow a variety of uses to be established in a mutually compatible manner. No additional property may be added to the Property or the Planned Development described herein for the purposes of this Agreement except by written amendment to this Agreement approved and executed by the parties. Unless otherwise expressly provided herein, all improvements and requirements for development of the Planned Development shall be installed by Developer at Developer's cost.

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 and Phase 6, 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, as indicated on the Master Site Plan.

4. **Parrish Lane Gateway Design Standards.** The Property and Planned Development are located within and, except as otherwise expressly provided herein, subject to all provisions of the Parrish Lane Gateway Design Standards as more particularly set forth in Chapter 12-63 of the Centerville Zoning Ordinance ("Parrish Lane Gateway Design Standards"). The purpose and intent of the Parrish Lane Gateway Design Standards is to enhance the economic viability and aesthetic value of the Parrish Lane Gateway Area as an important gateway to the City. The Parrish Lane Gateway Design Standards are in addition to existing standards and regulations of the underlying zone of the Property.

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.

a. **Phase 1.** Use of Phase 1 shall be limited to a movie theater. Accessory uses such as restaurant uses may be allowed within the theatre building on Phase 1, subject to compliance with uses permitted in the underlying zoning. No automobile related sales, services or repair or non-destination type uses or drive-thru facilities shall be permitted on Phase 1.

b. **Phase 2, Phase 3, and Phase 4.** Use of Phase 2, Phase 3, and Phase 4 shall be limited to general restaurant, general retail, and general office. No automobile related sales, services, or repair, or non-destination type uses or drive-thru facilities shall be permitted on Phase 2, Phase 3 or Phase 4.

c. **Phase 5.** Use of Phase 5 shall be limited to multifamily residential and accessory uses associated with multifamily housing, such as recreational buildings, club house, storage facility, etc. Development of Phase 5 shall comply with the density and transitioning requirements of Section 6.

d. **Phase 6.** Use of Phase 6 shall be limited to general restaurant, fast food restaurant, general retail, and general office. Pursuant to the conditions of approval for the PDO, access to Phase 6 to or from 1250 West is prohibited. No automobile related sales, services, or repair shall be permitted in Phase 6. Drive-thru facilities are permitted in Phase 6, subject to final site plan approval and compliance with applicable City Ordinances.

6. **Residential Density.** The residential portion of the Planned Development may be developed at a maximum gross density not to exceed fifteen (15) units per acre when calculating the entire Planned Development or twenty-five (25) units per acre when calculating the residential area only, whichever is less.

Residential uses shall be located within a minimum of three (3) and a maximum of five (5) buildings and in substantial compliance with the Master Site Plan. In accordance with the approved Zoning Ordinance text amendment, the maximum height for any residential building within the Planned Development shall be limited to four (4) stories and forty-five (45) feet. Notwithstanding the foregoing, in accordance with applicable provisions of the Centerville City General Plan, development of the Property shall provide for appropriate land use transitioning between adjacent properties and uses surrounding the Property. Residential density for the Property shall provide for appropriate transitioning within the Property and to adjacent properties.

7. **Signage.** All signage in the Planned Development shall comply with City Ordinances and the Signage and Monument Plan as set forth in Exhibit G, attached hereto. Sign permits shall be required for each individual sign within the Planned Development in accordance with City Ordinances. Future development within individual phases or lots shall be required to adhere to the sign locations and types approved with the Master Site Plan. Building signage for all development within the Planned Development shall adhere to the requirements of the sign ordinance and the Parish Lane Gateway Design Standards. All signage shall be consistent with the signage for the overall Planned Development and the architectural treatments of the buildings within the Planned Development. Except as otherwise approved as Planned Development common signage, no signs shall be permitted except those advertising the business conducted on the specific lot for which the sign is designated.

8. **Entry Monuments.** Developer shall provide and install the entry monuments for the Planned Development in accordance with and as more particularly described in the Signage and Monument Plan set forth in Exhibit G, and the Master Site Plan as set forth in Exhibit C. Entry monuments shall be installed and constructed with the applicable phase of the development in which the proposed monuments and features are located and shall be completed prior to issuance of any certificate of occupancy within such phase.

9. **Fencing.** Developer shall provide and install internal fencing for the entire Planned Development in accordance with and as more particularly described in the Fencing Plan as set forth in Exhibit N, attached hereto and incorporated herein by this reference. Except as otherwise set forth in the Phasing Plan, fencing shall be installed and constructed with the applicable phase of the development in which such fencing is located and shall be completed prior to issuance of any certificate of occupancy within such phase.

10. **Stairways and Pedestrian Pathways.** Developer shall provide within

on the Master Site Plan and the Sidewalk and Pedestrian Pathways Plan attached hereto as **Exhibit K**. The sidewalks and pedestrian pathways shall be designed and installed in accordance with applicable provisions of City Ordinances, including, but not limited to, the Parrish Lane Gateway Design Standards and City General Plan provisions regarding pedestrian pathways. For purposes of the Parrish Lane Gateway Design Standards, the Sidewalk and Pedestrian Pathways Plan is the approved pedestrian circulation plan for the Planned Development. No urban trail is required for the project, as the Property frontage with Parrish Lane is a freeway entrance and/or contains a significant slope. Except as otherwise set forth in the Phasing Plan, all sidewalks, pedestrian pathways and crossings shall be installed and constructed with the applicable phase of the development in which such improvements are located and shall be completed prior to issuance of any certificate of occupancy within such phase. All pedestrian pathways within the Planned Development shall be a minimum of five (5) feet in width and all public sidewalks shall be a minimum of four (4) feet in width. All vehicular crossings shall be of stamped concrete, brick pavers, or stamped and painted asphalt. Additional pedestrian pathways may be approved or required with final site plan approval for individual phases or lots. The property owner shall be responsible for maintaining the pedestrian pathways, stamped concrete areas, and related pedestrian improvements, lighting and landscaping.

11. **Architectural Guidelines.** The Planned Development has been approved with an architectural theme, minimum building design elements, site features, and permitted building materials and colors as more particularly set forth in the Architectural Design Guidelines as attached hereto in **Exhibit M**. The approved Architectural Design Guidelines may be amended in accordance with applicable City Ordinance and as an amendment to this Agreement. All development, buildings, construction and uses within the Planned Development shall comply with the Architectural Design Guidelines and the following requirements.

(a) All buildings within the Planned Development shall be architecturally compatible and in accordance with the overall design theme approved for the Planned Development. All buildings within the Planned Development shall be developed with the architectural, building, colors, materials, landscaping, entry monument and fencing theme presented in the Architectural Guidelines and Project Plans, which reflect a Legacy Parkway/Shorelands style theme using rock, wood, cement fiberboard, and accent stucco as main materials and accenting the buildings with motif elements such as cornices, columns, window elements, lintels, and decorative roof vents.

(b) All mechanical equipment within the Planned Development shall be screened from view from adjacent public streets. Dumpster enclosures shall only be allowed in locations specifically designated on the Master Site Plan and any other approved final site plan.

(c) All fencing and walls installed for buffering, screening, retaining or other purposes shall be constructed to a high quality standard and shall be compatible with other building materials and colors used in the architectural treatment, or compatible with development of adjacent properties.

(d) The development of the buildings shall be of appropriate scale and mass to fit the size of the phase or lot being developed. The scale of the building(s) shall meet the intent of the Parrish Lane Gateway Design Standards, incorporating human scale elements.

(e) The buildings shall be designed so that the exterior elevation is architecturally and aesthetically compatible within the Planned Development and so that the building footings shall not encroach onto any other phase or lot. The design and construction shall be in conformity with sound architectural and engineering standards and the construction shall be of high quality.

(f) Color Palettes shall be compatible with the Centerville Shorelands Color Palette.

(g) Building setbacks shall be in accordance with the setbacks established in the Setback Plan set forth in Exhibit J.

(h) In addition to the approved Architectural Design Guidelines, all buildings, structures, enclosures and architectural design themes within the Planned Development shall comply with the building articulation, pedestrian accessibility, colors, materials, and screening requirements of the Parrish Lane Gateway Design Standards, including, but not limited to, Section 12-63-040, as amended.

(i) The residential component of the Planned Development shall provide semi-private areas, consisting of true balconies, patios, and front courts and such elements shall be integrated as part of the building design.

12. **Architectural Control Committee.** An architectural control committee shall be created and required in accordance with provisions of Section 12-41-110 of the City Ordinances and as more particularly required in Section 17 of this Agreement regarding Restrictive Covenants.

13. **Landscaping.** All landscaping for and within the Planned Development shall be provided by the Developer in accordance with the Landscaping Plan, attached hereto as Exhibit E. The Landscaping Plan includes a proposed 10' wide landscaping corridor for the residential area adjacent to 200 North using the excess right-of-way, which use and improvements shall be subject to approval by the City and the Utah Department of Transportation, as applicable. In addition to the approved Landscaping Plan, all landscaping within the Planned Development shall comply with the

landscaping, maintenance and screening requirements of the Parrish Lane Gateway Design Standards, including, but not limited to, Section 12-63-050, as amended, and the parking landscaping requirements of Section 12-63-060, as amended. All landscaping shall be bonded for and warranted in accordance with applicable City Ordinances. The Landscaping Plan shall include a program for the intended maintenance of the landscaping and a mechanism for dust, weed and debris control on undeveloped portions of the Property as required by the Parrish Lane Gateway Design Standards. The Planned Development shall adhere to the landscape requirements set forth in the Parrish Lane Gateway Design Standards and the Centerville C-VH Zoning Ordinance regulations as minimum criteria for landscape, buffering and open space. All plant palette and themed street tree palette will be established with the preparation of the construction documents for Phase 1. All other landscaping within the Planned Development shall adhere to the same plant palette, mulch types, sod types and streetscape themes to be consistent with the landscape construction documents for Phase 1. Any site furniture items shall be compatible and similar in style and color with site furniture chosen for Phase 1. Unless otherwise specified in the Phasing Plan, all landscaping shall be constructed and installed with the applicable phase of the development in which such landscaping improvements are located and shall be completed prior to issuance of any certificate of occupancy within such phase. All landscaping shall be maintained in accordance with the provisions set forth herein and the requirements and specifications of the Landscaping Plan and the landscaping plan approved for the specific phase or lot during final site plan approval. Notwithstanding any private agreement or covenant by or between property owners within the Planned Development, each lot owner within the Planned Development shall be responsible for maintaining all landscaping located on the owner's lot, including, but not limited to perimeter, internal, and parking lot landscaping. Developer, or acceptable owners' association, shall be responsible for maintaining the landscaping in the middle of the round-about within 1250 West.

14. **Common Areas and Amenities.** All common areas, open space, and amenities shall be provided by the Developer in accordance with the Common Areas and Amenities Plan, attached hereto as Exhibit L. In addition to the approved Common Area and Amenities Plan, all common areas, open space, and amenities within the Planned Development shall comply with the requirements of the Parrish Lane Gateway Design Standards. Except as otherwise set forth in the Phasing Plan, all common areas, open space, and amenities shall be constructed and installed with the applicable phase of the development in which such common area and amenities are located and shall be completed prior to issuance of any certificate of occupancy within such phase. All common areas, open space, and amenities shall be maintained in accordance with the provisions set forth herein and the requirements and specifications of the Common Areas and Amenities Plan and any requirements approved for the specific phase or lot during final site plan approval. Notwithstanding any private agreement or covenant by or between property owners within the Planned

Development, each lot owner within the Planned Development shall be responsible for maintaining common areas, open space, and amenities of the Planned Development located on the owner's lot.

15. **Adequate Guarantees for Protection of Common Areas.** In accordance with City Ordinances, Developer is required to provide adequate guarantees for the protection of the Common Areas from future development. Pursuant to Section 12-41-110 of the Centerville City Zoning Ordinance, Developer proposes to have the landscaping, common areas and amenities owned by an owners' association. Developer shall prepare and record ownership association documents and restrictive covenants in accordance with applicable provisions of Section 12-41-110 regarding the maintenance and protection of landscaping, common areas and amenities. Such association documents and covenants shall be in a form acceptable to the City and shall be prepared and submitted to the City for review with application for final site plan approval for Phase 1 and shall be recorded against the Property prior to the issuance of a building permit for Phase 1.

16. **Owners' Associations.** Developer shall create an owners' association for the maintenance of landscaping, common areas and amenities as more particularly discussed in Sections 13-15. Such owners' associations shall be required to remain in existence for the required maintenance of landscaping, common areas and amenities.

17. **Restrictive Covenants.** A declaration of property and building use restrictions shall be required for the Planned Development and each phase thereof in accordance with Centerville City Zoning Ordinance Section 12-41-110. Such restrictive covenants shall be in a form acceptable to the City and shall be prepared and submitted to the City for review with application for final site plan approval for Phase 1 and shall be recorded against the Property prior to this issuance of a building permit for Phase 1. The restrictive covenants for the Planned Development shall provide all covenant requirements set forth in this Agreement and shall provide for an architectural control committee as provided in Section 12-41-110.

18. **Lighting.** All exterior lighting within the Planned Development, including any street lighting, shall comply with City Ordinances and the Lighting Plan as set forth in Exhibit F, attached hereto. All exterior lighting within the Planned Development shall be directed downward and shall be directed in such a manner as to prevent light spillage onto adjacent properties and lots. All lighting on commercial lots or phases shall be shielded from shining onto residential areas, phases, lots or units. Exterior lighting of the site and buildings is required to promote a safe pedestrian and vehicular environment with the entire Planned Development. Development within the Planned Development shall use lighting fixtures and pole heights consistent with those approved for Phase 1. Pedestrian corridors will also be lit in accordance with the Parrish Lane Gateway Design Standards for lighting. All exterior lighting shall be installed and constructed with the applicable phase of the development in which such lighting is

located and shall be completed prior to issuance of any certificate of occupancy within such phase. In addition to the approved Lighting Plan, all lighting for the Planned Development shall comply with applicable lighting provisions of the Parrish Lane Gateway Design Standards. Final design and specifications for street lighting within the project shall be approved by the City with final site plan approval for Phase 1.

19. **Drives and Drive Aisles.** All drives and drive aisles within the Planned Development shall be constructed in accordance with City Ordinances and applicable standards. All drives and drive aisles shall be installed and constructed by Developer in accordance with the approved Master Site Plan attached as Exhibit C and the Drive Aisles and Dimensions Plan attached as Exhibit O. All drives and drive aisles shall comply with the recommendations of the Traffic Study for the Planned Development and all requirements of the City Engineer in accordance with City Ordinance and approved construction drawings. Unless otherwise indicated in the Phasing Plan, all drives and drive aisles shall be installed and constructed with the applicable phase of the development in which such improvements are located and shall be completed prior to issuance of any certificate of occupancy within such phase in accordance with City Ordinances.

20. **Streets and Roadways.** Except for Legacy Crossing Boulevard, all streets within the Planned Development shall be dedicated public streets. All streets, including Legacy Crossing Boulevard, shall be constructed in accordance with City standards. Developer shall provide and develop the Property with the streets and roadway networks as shown on the Master Site Plan attached hereto as Exhibit C. Streets and other public improvements shall be constructed and installed by Developer in accordance with City Ordinances and the approved Phasing Plan for the Planned Development. Developer shall bond and warrant all public improvements in accordance with City Ordinances. All streets and related street improvements and roadways shall comply with the Traffic Mitigation Plan for the Planned Development and all requirements of the City Engineer in accordance with City Ordinances and approved construction drawings. Unless otherwise indicated in the Phasing Plan, all streets and roadways shall be installed and constructed with the applicable phase of the development in which such improvements are located and shall be completed prior to issuance of any certificate of occupancy within such phase in accordance with City Ordinances. Developer shall dedicate all land needed for construction and widening of public streets for the Planned Development, including dedication of off-site land needed for construction and dedication of the roundabout and widening of 1250 West

21. **Traffic Mitigation Plan.** Development, use and all activities within the Planned Development shall comply with all of the recommendations of the Traffic Study prepared and provided for the Planned Development, and the Traffic Mitigation Plan as set forth in the Exhibit I. Pursuant to PDO approval, the Traffic Mitigation Plan shall include and address the following requirements: (1) 1250 West/Parrish Lane shall be improved with a signalized intersection; (2) a cross-access drive lane

shall be provided to the 75 North Street (currently a private lane), (3) 1250 West shall be improved to a three-lane cross section as Master Planned from Parrish Lane to 200 North Streets; (4) the off-set intersection of 200 North shall be re-aligned with the access directly across 1250 West; (5) parking shall be prohibited along 1250 West; and (6) no access for Phase 6 shall be permitted to or from 1250 West. Additional traffic mitigation measures may be required for individual phases or lots within the Planned Development as part of final site plan approval for such phases or lots. All phases or lots within the Planned Development are intended to and shall be developed as one integrated development site through use of shared access and circulation routes as more particularly provided herein. Vehicular access to public rights-of-way from each phase or lot and the Planned Development shall be limited to the requirements and designations of the Traffic Mitigation Plan and the Master Site Plan. All on-site and off-site improvements required in the Traffic Mitigation Plan shall be installed and bonded for by Developer in accordance with the Traffic Mitigation Plan, the Phasing Plan, and applicable City Ordinances.

22. **Parking.** Parking shall be provided in accordance with the Master Site Plan as set forth in Exhibit C. All parking for the Planned Development shall comply with the applicable parking, parking lot, traffic circulation, landscaping, design, and lighting provisions of the Parrish Lane Gateway Design Standards and applicable City Ordinances.

23. **Reciprocal Parking and Cross-Access Easements.** The Planned Development has been approved with reciprocal parking and cross-access requirements for all of the Property within the Planned Development as more particularly provided in the Reciprocal Parking and Cross-Access Easements as set forth in Exhibit H. All Property within the Planned Development shall be subject to reciprocal parking and cross-access easements to be recorded against the Property in substantially the same form as set forth in Exhibit H. Reciprocal Parking and Cross-Access Easements shall be required as a condition of final site plan approval for Phase 1 and shall be recorded against all of the Property prior to issuance of a building permit for Phase 1. No building permit shall be issued within the Planned Development until all Reciprocal Parking and Cross-Access Easements as shown in Exhibit H have been recorded against the Property as provided herein. All parking ratios for individual phases or lots within the Planned Development shall be calculated according to the City Ordinances. Each phase within the Planned Development shall provide the minimum number of parking spaces required for such use and development in accordance with applicable City Ordinances. No private agreements shall be entered into by the owners or tenants that would encumber or restrict available parking for any given use, phase or building to less than the minimum number of parking spaces required for such use, phase or building by City Ordinances. Any amendments or revisions to the Reciprocal Parking and Cross-Access Easements shall require site plan amendment approval, if

required by City Ordinances, in addition to required amendments to the easements and this Agreement.

24. **Snow Storage.** Developer shall provide for adequate snow storage within the Planned Development, including, but not limited to snow storage easements where deemed necessary, and private snow removal services for private and common areas.

25. **Maintenance.** In addition to applicable Ordinance requirements regarding maintenance of property and weeds, the following shall apply to maintenance within the Planned Development. Developer or an acceptable owners' association, as provided herein, shall, at its expense, maintain all built improvements in good condition and repair. Maintenance includes, without limitation, the following: (1) maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use and durability; (2) removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonable necessary to keep the area in a clean and orderly condition; (3) placing, keeping in repair and replacing as necessary any directional signs, markers or lines; (4) maintaining all walls and fences in a good condition and state of repair; and (5) maintaining all landscaped areas and making such replacements of shrubs, and other landscaping as is necessary, including regular pruning of plant material and cutting of grassy areas

26. **Outside Storage.** No outside storage, including, but not limited to, outside bale and pallet storage, store shelving, metal storage containers, and refrigerated diesel trailers, shall be permitted in the Planned Development, except in designated areas as shown on the Master Site Plan and any other approved final site plan for individual phases or lots within the Planned Development. Designated areas for outside storage shall be approved and designated with final site plan approval for such phases or lots. Outside storage of any kind must be screened and maintained pursuant to the Parrish Lane Gateway Design Standards and CV-H zoning. Outside storage must be contained within the confines of the phase or lot without creating barriers to traffic flow or pedestrian connectivity within the Planned Development. Any landscape, fencing, or walls used for screening of outside storage or sales shall be compatible with the overall architectural colors, materials palette and plan palette set forth in the Architectural Design Guidelines. This Section shall not apply to the temporary storage on the Property of building supplies and materials and equipment that are necessary for and being used in connection with permitted construction activities on the Property; provided, Developer shall comply with construction maintenance provisions set forth in Section 56 and applicable City Ordinances regarding the same. At no time shall any portion of the Planned Development be used for used cars, long-term storage of maintenance equipment or vehicles, hazardous waste, junk yards, or other uses that may detract from the overall appearance of the gateway corridor.

27. **Seasonal Sales.** Seasonal sales may be permitted on commercial lots or phases within the Planned Development in accordance with and subject to applicable City Ordinances as long as such seasonal sales displays in no way hinder pedestrian or vehicular circulation on each lot or phase or within the Planned Development.

28. **Trucks, Trailers, and Recreational Vehicles.** Delivery trucks and trailer parking and storage shall be prohibited within the Planned Development, except for designated loading areas as shown on the Master Site Plan and any other approved final site plan for individual lots or phases within the Planned Development. No overnight recreational vehicle parking, camping, or similar use shall be allowed in any area of the Planned Development. No idling of delivery trucks shall be permitted within the Planned Development. All delivery trucks shall comply with approved truck routes as shown on the Truck Route Plan attached as Exhibit P and any other approved final site plan for individual lots or phases within the Planned Development. Truck routes shall not be amended or revised without site plan amendment in accordance with City Ordinances.

29. **Setbacks and Buffering.** Development of the Planned Development shall comply with the Master Site Plan set forth in Exhibit C and the Setback Plan set forth in Exhibit J. Structures within the Planned Development shall be situated so as to maintain a minimum setback from any perimeter property line, from residential buildings, and other required setbacks, as shown in the minimum dimensions of the Setback Plan. The Property and Planned Development shall also be constructed in accordance with the Dimensions Plan set forth in Exhibit O.

30. **Storm Drainage and Erosion Control.** Development of the Planned Development shall comply with storm drainage and engineering provisions of City Ordinances and the approved engineering requirements for the Property, including, but not limited to, detention facilities, erosion control, and utility services. Erosion control measures shall be utilized during all stages of construction in accordance with City Ordinances and State standards and regulations regarding the same. All storm drainage facilities shall comply with applicable City Ordinances. Developer shall comply with all flood control regulations and permit requirements of Davis County and the State of Utah. All site grading and drainage shall comply with applicable provisions of the Parrish Lane Gateway Design Standards as more particularly set forth in Section 12-63-050, as amended, and applicable City Ordinances.

31. **Phasing.** Development of the Property and the Planned Development may be developed in phases as more particularly provided herein and as shown on the Phasing Plan set forth in Exhibit D. Phasing of the development of the Property and the Planned Development shall take into account the orderly development of the Property, coordination in connection with the installation of infrastructure improvements, traffic circulation patterns, future utility capacity needs, availability of access, adequacy

of utilities and related considerations, and the provision of common areas and amenities at various intervals of development. Developer is required to develop all proposed phases of the Planned Development. Notwithstanding the foregoing, each phase must be developed in such a way as to provide all street, utility, and public improvements necessary for the particular phase to stand on its own, with or without future phase development. All improvements and construction within the various phases shall limit the amount of disturbance to and patching of new asphalt in future phases. A visual map of the approved phasing of development for the Property is set forth in Exhibit D, and shall be subject to and comply with the following requirements.

a. Phase 1. Phase 1 shall include construction of the movie theatre complex and all related public and private improvements required for the development of Phase 1. No building permit shall be issued for Phase 1 until all required public improvements, including those described herein, have been installed and/or bonded for in accordance with applicable City Ordinances and the terms of this Agreement. No certificate of occupancy shall be issued for Phase 1 until and unless all private improvements and common area amenities required to be installed in Phase 1 have been installed and/or bonded for in accordance with applicable City Ordinances and the terms of this Agreement. Phase 1 shall include installation of the following improvements, to be installed and constructed by Developer at Developer's cost in accordance with approved construction drawings:

- (1) The entire round-about along and within 1250 West, including curb and gutter on both sides, utilities and asphalt;
- (2) Curb, gutter, asphalt and related improvements needed to widen that portion of the east side of 1250 West fronting the Property from 300 North to 400 North, and the corner radius at 400 North;
- (3) Transitional curb and gutter from the round-about south for approximately 160 feet in accordance with and as more particularly shown on the approved construction drawings;
- (4) Curb, gutter, asphalt and related improvements needed to widen that portion of the west side of 1250 West from approximately 160 feet north of the round-about south to the existing curb and gutter on the same side.
- (5) Water lines, storm drains and other utilities that must be located within the newly asphalted areas shall be installed by Developer within such areas to avoid asphalt cutting or replacement for future phase improvements.

(6) Approximately twenty-six feet (26') in width of new asphalt and related improvements to widen the entire length of 200 North, along with casings and drainage pipes and catch basins, as more particularly shown on the construction drawings, and reconfiguration of intersection with 1250 West.

(7) A new cul de sac, including curb, gutter, asphalt and related improvements, to be constructed at the terminus of 200 North as shown on the construction drawings, and including the necessary curb and gutter on both sides of 200 North to form the cul de sac.

(8) Storm drainage piping needed to complete the cul de sac portion of 200 North as well as water tie-ins to the existing six inch (6") water lines at three (3) locations.

(9) Water line connection and tunneling to the north side of 400 North at 1000 West shall be required to insure proper working and maintained water pressures.

(10) Legacy Boulevard shall be completed with all curb, gutter, asphalt, utilities, landscaping and related improvements, in accordance with the construction drawings.

(11) Looping of water lines, sewer relocations and all other improvements and utilities as needed for Phase 1.

(12) Detention basin at 1250 West and Parrish Lane as more particularly shown on Exhibit D, and related storm drain piping.

b. Subsequent Phases. Development of the Property may be constructed in up to six (6) phases as more particularly shown on the Phasing Plan set forth in Exhibit D. Phase 1 must occur first, but all other phases may be constructed in any order or simultaneously to each other; provided the additional improvements to 200 North and 1250 West, as more particularly described herein, shall be constructed as follows and in accordance with the approved construction drawings. With the construction of Phase 2, Phase 3 or Phase 5, whichever occurs first, Developer shall install at Developer's cost all improvements needed to complete the north side of 200 North, as more particularly shown in Exhibit D, including installation of curb, gutter, sidewalk and asphalt widening, utilities, water main, and two inch (2") asphalt overlay. With the construction of Phase 2, Phase 3, Phase 5 or Phase 6, whichever occurs first, Developer shall install at Developer's cost, the remaining curb, gutter and street widening improvements.

water main and other utility extensions, along 1250 West fronting the Property as more particularly shown on Exhibit D. With the development of Phase 2, Phase 3 or Phase 5, whichever is first, Developer shall install at Developer's cost the sewer extension along the south side of 200 North to service the development within Phase 2 and Phase 3. With the development of Phase 4, Developer shall be required to complete and install at Developer's cost the public sidewalk along the east side of 1250 West from the round-about to Parrish Lane. With the development of Phase 2 or Phase 3, whichever occurs first, Developer shall be required to install at Developer's cost the detention basin improvements adjacent to Phase 2 and Phase 3 as shown in Exhibit D. Except for the public and private improvements or common amenities required to be constructed in Phase 1, all parking, landscaping, amenities, and site improvements related to each building or improvement for subsequent phases shall be installed at the time of construction and development of such phases and individual lots in accordance with City Ordinances and the terms of this Agreement. Commencement and completion of construction for each phase shall comply with the time restrictions set forth in Section 35.

c. Landscaping of Future Phased Lots. Undeveloped phases or lots reserved for future phased construction shall receive temporary landscaping treatments to provide dust and weed control and to prevent erosion. Such temporary landscaping treatment and maintenance obligations shall be detailed in and comply with the Landscaping Plan attached hereto as Exhibit E. In accordance with Section 12-83-050 of the Parrish Lane Gateway Design Standards, property being reserved for future development within a phased project should be landscaped using water-conserving plant material or other alternative conservation methods that control dust and weed nuisances. Developer is required to properly maintain the landscaping and control weeds on undeveloped phases or lots until and unless development of such phases or lots occurs. Failure to maintain shall be subject to City Ordinance enforcement measures as well as breach of contract claim under the terms of this Agreement.

32. Final Subdivision Plat Approval. Developer shall submit a proposed preliminary and final subdivision plat for the Planned Development in accordance with applicable City Ordinances for review and approval by the City. Subdivision plat approval shall be a required condition of any final site plan approval and a condition precedent to issuance of a building permit for any structure within the Planned Development. Pursuant to conditions of PDO approval, each lot within the Planned Development shall have frontage on a publicly maintained street with a minimum lot width of eighty feet (80'), unless modified by the City as part of the preliminary subdivision and final plat approvals.

33. **Final Site Plan Approval.** Individual uses and development of phases or lots within the Planned Development shall be required to submit and obtain final site plan approval in accordance with applicable City Ordinances. Developer shall submit for review and approval by the City a final site plan for each lot or phase of development. The final site plan for each lot or phase shall comply with the Phasing Plan, the Master Site Plan, the approved Subdivision Plat, and applicable City Ordinances, including, but not limited to, the Site Plan Review Ordinance as set forth in Section 12-21-110 of the City Zoning Ordinance.

34. **Time Restrictions.** By City Ordinance, the rezoning of the Property to PDO zoning is subject to submission of a preliminary subdivision plat and approval of final site plan within one (1) year from the effective date of the rezoning. The rezoning of the Property to PDO zoning is further subject to submission, approval and recording of a final subdivision plat within one (1) year from the effective date of approval of the preliminary subdivision plat approval. Substantial construction shall be commenced within one (1) year from the date of final plat recording. All construction and development shall proceed in a timely manner. Pursuant to City Ordinances, if no final site plan has been submitted or developed within the required time frame, the Master Site Plan approval shall be deemed revoked and the Property may be rezoned to remove the PDO zone.

35. **Time Restrictions for Phased Development.** For purposes of the approved Phasing Plan for the Planned Development, a final site plan for Phase 1 shall be submitted and approved within one (1) year from the effective date of approval of the PDO rezoning. For successive phases, Developer shall file a completed application for final site plan within one (1) year from the date of approval of the previous phase. Extension may be permitted in accordance with applicable City Ordinances. The Planned Development must be platted as a condition of site plan approval and prior to issuance of a building permit in accordance with the provisions of Section 32. Subsequent phases may be developed in any order, provided the additional improvements to 200 North are completed with the next subsequent phase in accordance with the provisions of Section 31, and subject to compliance with all the terms and conditions of this Agreement. For purposes of the approved Phasing Plan for the Planned Development, substantial construction shall be commenced for each phase within one (1) year from the date of final site plan approval for the subject phase.

36. **Financial Capability.** In accordance with City Ordinances for planned developments, Developer is required to establish with sufficient evidence that Developer has sufficient control over the property to be developed to ensure development will occur as approved; the financial capability to carry out the planned development project; and the capability to start construction of the proposed project within one (1) year of final approval. As a condition of final subdivision plat recording and any final site plan

approval, Developer shall provide the City with sufficient evidence of compliance with the foregoing requirements.

37. **Ownership and Recording.** Developer represents that Developer owns or has the exclusive right to purchase all of the Property within the Planned Development. This Agreement shall be recorded against the Property prior to and as a condition of final site plan approval for Phase 1 and/or the recording of any final subdivision plat, whichever occurs first. No construction, excavation, or other development activities shall be conducted on the Property until and unless this Agreement is recorded in the Davis County Recorder's Office and all pre-construction requirements, conditions of this Agreement, and City Ordinances have been met. Prior to recording this Agreement, Developer shall provide the City with a current and accurate title report regarding the entire Property. Developer shall be required to cure or subordinate any unacceptable encumbrances on the Property, as determined by the City, prior to recording of this Agreement. All persons or entities with an ownership interest in the property as shown in the title report shall sign and be a party to this Agreement.

38. **Conflicts Clause.** The Planned Development and all Property thereon shall be developed by Developer and/or any Subsequent Developers in accordance with all of the requirements contained in this Agreement. In the event there is a conflict between the provisions of this Agreement and the Master Site Plan, Project Plans, or other approved plans, plats, drawings, etc., the terms and conditions of this Agreement shall govern. In the event of conflict between the terms of this Agreement, the more restrictive provision shall govern.

39. **Compliance with City Ordinances and Development Standards.** The Property and all portions thereof shall be developed in accordance with the City Ordinances, the Master Site Plan, the Project Plans and all subsequent applicable final subdivision plats and final site plans for individual phases and lots within the Planned Development. All applicable construction standards and specifications shall be met. Any and all construction within the Planned Development shall comply with all applicable City Ordinances, approved construction drawings, and requirements of the City Engineer imposed pursuant to and in accordance with applicable City Ordinances.

40. **Time Frames and Deadlines.** Nothing in this Agreement is intended to extend or waive any applicable time frame or deadline as set forth in applicable City Ordinances. Commencement and completion of construction within the Planned Development shall comply with all applicable City Ordinance provisions.

41. **Utilities and Infrastructure.** Developer shall install or cause to be installed natural gas, electrical service, telephone, storm water, sanitary sewer and water systems, and all required utility and street improvements (the "Utilities and Infrastructure") for the Planned Development. All Utilities and Infrastructure

construction and installation shall be done in accordance with City Ordinances and applicable design and construction standards of the utility providers and the City. All plans and construction for water, sewer, street and storm drainage improvements shall be reviewed and approved by the City Engineer. All Utilities and Infrastructure shall comply with applicable City Ordinances, including, but not limited to the City Subdivision Ordinance and applicable Subdivision Standards and Specifications.

42. **Security for Public Improvements.** In accordance with City Ordinances, including, but not limited to Section 15-4-109 of the Centerville Municipal Code, the Developer shall enter into a Bond Agreement in the standard form acceptable to the City and provide security to guarantee the payment for the installation and completion of all public Utilities and Infrastructure, and all public improvements to be constructed, installed, reviewed or provided by Developer pursuant to this Agreement or in connection with the Planned Development or located within the Property, or any portion thereof, and any other public improvements required by the City in accordance with applicable City Ordinances. All public improvements shall be constructed and installed at the Developer's sole expense in accordance with the City's construction and engineering standards and the City Ordinances. All public improvements shall be warranted for one (1) year in accordance with applicable City Ordinances.

43. **Easements.** Appropriate easements including satisfactory perpetual public utility easements, water line easements, storm drainage easements, and sewer easements required by the City shall be conveyed by Developer to the City, in recordable form acceptable to the City, in conjunction with final site plan approval for Phase 1 or final subdivision plat recording, whichever occurs first. The utility easements shall consist of property adjacent to and along the public rights-of-way within and adjacent to the Property and around lot lines as are needed for public and/or private utilities. Developer shall provide Reciprocal Parking and Cross-Access Easements for Property included in the Planned Development for the purposes of shared access and parking as more particularly provided herein. Developer shall provide easements for any public sidewalks, pathways or trails within the Planned Development if required with final subdivision plat or final site plan approval and recording. Additional easements may be required of Developer or property owner with the development of any particular phase, lot or building within the Planned Development and public improvements required in connection with the same.

44. **Dedication or Donation.** Developer shall dedicate and convey to the City, at no cost to the City, all required public utility easements for the purpose of constructing, installing, operating and maintaining public utilities and improvements of every nature and kind as determined and required by the City, and fee title to all public street rights-of-way and public improvements required by the City in connection with the Property and Planned Development along with the appurtenant easements and rights-of-way, and the City's portions of streets, water systems and storm drainage systems.

and their related easements and rights-of-way. All public improvements and rights-of-way shall be dedicated in fee in conjunction with subdivision plat recording or final site plan approval for Phase 1, whichever occurs first, and prior to issuance of a building permit for any structure within the Planned Development. Prior to the time of dedication, Developer shall take such action as is necessary to obtain a release of any encumbrance on any property to be dedicated to the City. The City shall have the right to inspect all such improvements prior to acceptance of a conveyance thereof. Developer is making the dedications and donations provided in this Agreement voluntarily and as a contribution to the City and hereby waives and releases any claims for compensation therefor.

45 **Vested Rights.** Subject to the terms and provisions of this Agreement, by reason of the Developer's completed application for and the City's conditional approval of the PDO zoning and the Master Site Plan the parties hereby acknowledge certain vested rights of Developer to develop the Property in accordance with such conditional approved plans, plats and permits. Nothing herein shall be construed to provide Developer with any further or additional vested rights than those recognized by Utah law. Such vested rights shall be subject to all recognized exceptions, including, but not limited to the pending ordinance, procedural modes and form, clarifying ambiguity, and compelling public interest doctrines. Except as otherwise provided herein, development of the Property shall be permitted in accordance with the approved plans, plats and permits for the Property, the terms and conditions of this Agreement, and all applicable City Ordinances which are in effect on the date of this Agreement. Notwithstanding the foregoing, development of the Property shall be subject to subsequent amendments to City Ordinances regarding fees, procedures and police power provisions as may be allowed under applicable vested rights law in the State of Utah. For instance, any amendments to the site plan approval procedures shall require subsequent site plan applications to comply with the procedural requirements of the City Ordinances in place at the time the application for site plan approval or amendment is submitted. Fees required in connection with any development within the Planned Development shall be paid in accordance with the fee schedule in place at the time the fees are due and paid. Development of the Property shall also be subject to subsequent City Ordinances enacted under the City's police power to protect the public health, safety and welfare as may be allowed under applicable vested rights law in the State of Utah.

46 **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power preserved by law.

47 **Payment of Fees.** Developer shall pay to the City all required fees in a timely manner which are due or which may become due pursuant to the City Ordinances in connection with development in the Planned Development or any portion

thereof and in such amounts as are required by City Ordinances at the time such fees are actually paid to the City. Developer shall pay all required impact fees for the Planned Development unless otherwise agreed to in writing by the parties.

48. **Construction Standards and Requirements.** All construction on any portion of the Planned Development shall be conducted and completed in accordance with the City's Ordinances, approved construction drawings, construction standards, and the provisions of this Agreement. Prior to issuance of any construction permit for any improvements to be dedicated to public use following construction, the Developer shall submit all plans and specifications to the City Engineer for review and comment. Prior to occupancy, final "as built" drawings of public improvements to be dedicated to the City shall be provided by Developer or Subsequent Developers to the City without cost for each portion of the Planned Development in accordance with City Ordinances.

49. **Building Permits.** No buildings or other structures shall be constructed within the Planned Development without Developer first obtaining building permits in accordance with the terms and conditions of this Agreement, the approved plans, plats and permits, and City Ordinances.

50. **Indemnification.** The Developer hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs or expenses, including attorneys' fees and court costs arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur within the Planned Development or occur in connection with any off-site work done for or in connection with the Planned Development or any subsequent phase thereof and which shall be caused by acts done thereon, or any errors or omission of the Developer, its agents, servants, employees or contractors. In addition, Developer shall indemnify and hold the City and its officers, employees and representatives harmless from and against any claims, liability, costs and attorneys' fees incurred on account of any change in the nature, direction, quantity or quality of historical drainage flows resulting from the Planned Development or the construction of any improvements therein. The Developer and any Subsequent Developers shall not be responsible for (and such indemnity shall not apply to) any negligent acts or omissions of the City or its agents, servants, employees or contractors. The City agrees to indemnify and hold Developer harmless from and against any such liability, loss, damage, costs, or expenses, including attorneys' fees and court costs arising from or as a result of the City's negligence. Nothing herein shall be construed to prevent the City from raising any defense under the Governmental Immunity Act with regard to claims from third parties. The indemnity provisions contained herein shall survive the expiration, revocation or termination of this Agreement.

51. **Insurance.** During the period from commencement of the work on the Planned Development and ending on the date when a Certificate of Completion has been issued with respect to the entire Planned Development, the Developer shall furnish, or cause to be furnished, to the City, satisfactory Certificates of Insurance from reputable insurance companies evidencing death, bodily injury and property damage insurance policies in the amount of at least \$2,000,000 single limit naming the City as an additional insured. Developer shall require all contractors and other employees performing any work on the Planned Development to maintain adequate workers compensation insurance and public liability insurance. The insurance policy or policies required herein shall be noncancellable except upon thirty (30) days prior written notice to the City. In no event shall insurance coverage be provided by Developer in amounts less than those set forth herein or less than federal or state statutory limits and requirements, including, but not limited to governmental immunity cap limits for municipal corporations, as set forth in *Utah Code Ann. §§ 63G-7-101, et seq.*, as amended. Developer shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in *Utah Code Ann. §§ 63G-7-101, et seq.*, as amended, of the Governmental Immunity Act of Utah, as calculated by the State risk manager every two years and stated in *Utah Admin. Code R37-4-3*, as amended.

52. **City and Other Governmental Agency Permits.** Before commencement of construction or development of any buildings, structures or other work or improvements upon any portion of the Property, the Developer or Subsequent Developers, as more particularly defined in Section 60, shall, at their sole expense, secure or cause to be secured any and all permits which may be required by the City and/or any other governmental entities having jurisdiction over the work or affected by its construction or development.

53. **Rights of Access.** Representatives of the City shall have the reasonable right of access to the Property, and any portions thereof, during any periods of construction, to inspect or observe the Property and development of the Planned Development and/or any work thereon.

54. **Compliance with the Law.** Developer shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the Developer's activities in connection with the Planned Development, or any portion thereof, including the City's Ordinances. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with State and Federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with State or Federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with State or Federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

55 **Inspection and Approval by the City.** The City may, at its option, perform periodic inspections of the improvements being installed and constructed by the Developer. No work involving excavation shall be covered until the same has been inspected by the City's representatives and the representatives of other governmental entities having jurisdiction over the particular improvements involved. The Developer shall warrant the materials and workmanship of all improvements installed in each phase of the Planned Development for a period required by City Ordinances from and after the date of final inspection and approval by the City of the improvements in that phase. All buildings shall be inspected in accordance with the provisions of the International Building Code, as adopted by the City.

56 **Use and Maintenance During Construction.** During construction, the Developer, and any permitted Subsequent Developer, shall keep the Planned Development and all affected public streets and public easements free and clear from any unreasonable accumulation of debris, waste materials and any nuisances and shall contain construction debris and provide dust control so as to prevent scattering via wind and water or otherwise. Such construction maintenance and control of construction debris shall be conducted in accordance with applicable City, State and Federal laws, regulations and permits, including, but not limited to applicable Utah Department of Environmental Quality regulations and permitting requirements, and in accordance with applicable best management practices.

57 **Provision of Municipal Services.** Subject to Developer complying with all of the City's Ordinances and the provisions of this Agreement, the City agrees to provide standard municipal services to the Property equal to those generally provided to other areas by the City, subject to payment of all reasonable fees and charges charged or levied therefor by the City.

58. **Default.** The City may pursue any enforcement action deemed necessary and appropriate for any violation of City Ordinances in accordance with applicable enforcement provisions as set forth in City Ordinances or otherwise permitted by law. Notwithstanding and in addition to the City's right to pursue any enforcement action for violation of City Ordinances, in the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non-defaulting party may have the following enforcement remedies. Prior to the invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party written notice of default and a twenty (20) day cure period. All notices of default shall be provided in accordance with the Notice provisions set forth in Section 62. In the event the non-defaulting party does not cure the default within the required twenty (20) day cure period or enter into a written agreement for curing the default within a reasonable time, acceptable to the non-defaulting party in its reasonable discretion, the non-defaulting party may, at its election, have the following remedy or remedies:

- a. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.
- b. The right to withhold all further approvals, licenses, permits or other rights associated with the Property until such default has been cured.
- c. The right to draw on any applicable security posted or provided in connection with the Planned Development
- d. The right to terminate this Agreement.
- e. The rights and remedies set forth herein above shall be cumulative.

59. **Insolvency or Misrepresentation.** Developer shall also be in default under the terms of this Agreement under the following circumstances if not cured within the required time frame after notice of default is given in accordance with the provisions of Section 58: (i) Developer has made a materially false representation or warranty in any agreement with or application to the City; or (ii) Developer is adjudicated bankrupt or makes any voluntary or involuntary assignment for the benefit of creditors, or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, liquidation or dissolution proceedings shall be instituted by or against Developer; and, if instituted adversely, the one against whom such proceedings are instituted consents to the same or admits in writing the material allegations thereof, or said proceedings shall remain undismissed for 150 days.

60. **Assignment.** Developer shall not assign its obligations under this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. No party shall transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from that party's interest in the Property except for the sale of lots or lease of buildings within the Planned Development. In the event of a sale or transfer of the Property, or any portion thereof, the buyer or transferee ("Subsequent Developer") shall be liable for the performance of each of the obligations contained in this Agreement as it relates to that portion of the Property it is buying, and acceptance of a deed to any portion of the Property shall constitute an agreement to assume and to be bound by the provisions of this Agreement as it relates to the Property covered by the deed. Each buyer or transferee shall sign an assignment and assumption agreement in a form reasonably acceptable to the City agreeing to be bound by the terms and conditions of this Agreement as provided herein. Any reference to Developer herein shall be construed to refer to any Subsequent Developer with respect to the portion of the Property owned by such Subsequent Developer.

61. **Ownership.** Developer hereby warrants and represents that it is the legal owner of record of the Property, it has the right to develop the Property, and it has full authority to enter into the terms of this Agreement encumbering the Property.

62. **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service upon the party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

To the City: Centerville City
Attn: City Manager
250 North Main Street
Centerville, Utah 84014

Centerville City Attorney
Mazuran & Hayes, P.C.
2118 East 3900 South, Suite 300
Salt Lake City, Utah 84124

To Developer: Parrish Land Holdings, LLC
Attn: Managing Member
5532 N. Lillehammer Dr., Suite 103
Park City, Utah 84098

Legacy Crossing LLC
Attn: Managing Member
1513 North Hillfield Rd, Suite #2
Layton, Utah 84041

Any party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

63. **Attorneys Fees.** Each party agrees that should it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

64. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property and Planned Development, contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions. It is expressly agreed by the parties that this Agreement is intended to and shall govern the development of the Property pursuant to the City Ordinances, including, but not limited to, all planning, zoning and subdivision issues.

65. **Headings.** Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

66. **Construction of Agreement.** This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest. For purposes of this Agreement and the construction of its terms, the parties acknowledge that both participated in the drafting of this Agreement and neither shall be considered the drafter.

67. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent or employee of the City shall be personally liable to the Developer or any successor in interest or assignee of the Developer in the event of any default or breach by the City, or for any amount which may become due Developer, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

68. **No Third Party Rights.** The obligations of Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

69. **Binding Effect.** This Agreement 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 Agreement shall be recorded in the office of the Davis County Recorder, State of Utah. All recording fees shall be paid by Developer.

70. **Termination.** In addition to any other enforcement right or remedy provided herein, and notwithstanding anything in this Agreement to the contrary, it is hereby agreed by the parties hereto that in the event the Planned Development, including all phases thereof, is not completed within eight (8) years of the date of this Agreement, or in the event the Developer does not comply with the provisions of this Agreement, the City shall have the right, but not the obligation, at the sole discretion of the City, to terminate this Agreement and/or to not approve any additional phases for

the Planned Development. Any termination may be effected by the City by giving written notice of intent to terminate to the Developer at its last known address, as set forth herein. Whereupon the Developer shall have sixty (60) days during which the Developer shall be given the opportunity to correct any alleged deficiencies and to take appropriate steps to commence and/or complete the Planned Development. In the event the Developer fails to correct the alleged deficiencies or to take appropriate steps to commence or complete the Planned Development as provided herein, the City shall be released from any further obligations under this Agreement and may terminate the same by written notice to Developer. The parties expressly recognize and acknowledge that the development of the Planned Development is a phased Planned Development. It is also recognized that it is critical to the City that certain development occurs within a reasonable time from the date of this Agreement. It is expressly acknowledged by the parties that the Planned Development is intended to be developed in reasonably staged phases and that Developer shall use its best efforts to proceed with the Planned Development in a timely fashion. The indemnification provisions of Section 50 shall survive any termination of this Agreement.

71. **Governing Law and Jurisdiction.** The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The parties to this Agreement agree that any judicial action associated with the Agreement shall be taken in the Utah State or Federal court of competent jurisdiction.

72. **No Waiver.** Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

73. **Severability.** If any portion of this Agreement is held to be unenforceable by court of competent jurisdiction, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

74. **Time of Essence.** Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

75. **Knowledge.** The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to consult with legal counsel of their choice.

76. **Supremacy.** In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this Agreement shall govern.

77. **No Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

78. **Priority.** This Agreement shall be recorded against the Property senior to any protective covenants and any debt security instruments encumbering the Property.

79. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto. Any amendments to the Planned Development documents, including, but not limited to the plans, plats and Exhibits attached hereto, must be approved by the City in accordance with applicable City Ordinances in addition to required amendments to this Agreement.

80. **Force Majeure.** Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the party obligated to perform hereunder, provided the party seeking relief under the provisions of this Section: (1) notifies the other party in writing of a force majeure event within fifteen (15) days following the affected party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has come to an end. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

[Signature page to follow]

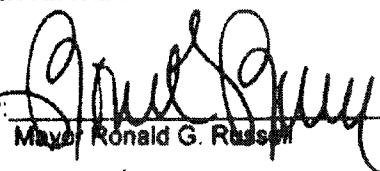
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:


Marilyn Holje, City Recorder


A CITY

CENTERVILLE CITY



By: 
Mayor Ronald G. Russell

A DEVELOPER

PARRISH LAND HOLDINGS, LLC

By: 
Its: Manager

LEGACY CROSSING LLC

By: 
Its: member 

CITY ACKNOWLEDGMENT

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

On the 29th day of September, 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.

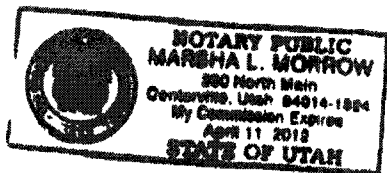
Marsha L Morrow
Notary Public

My Commission Expires:

4-11-2012

Residing at:


Centerville



DEVELOPER ACKNOWLEDGMENT

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

On the 15th day of Sept, 2010, personally appeared before me Craig Magel 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.



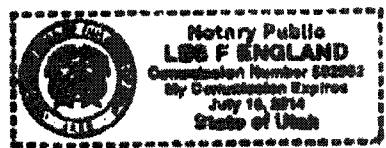
Notary Public


My Commission Expires:
7-18-14

Residing at:
Park City, UT

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

On the 15th day of Sept, 2010, personally appeared before me Danny C. Beckwith who being by me duly sworn did say that (s)he is the 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.





Notary Public

My Commission Expires:
7-18-14

Residing at:
Park City, UT

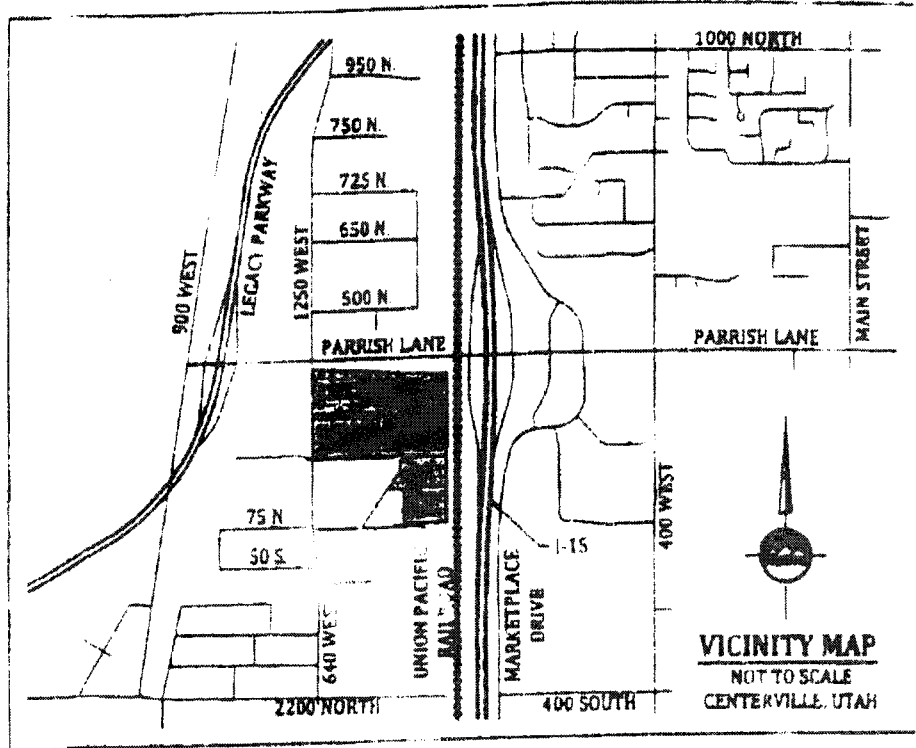


LIST OF EXHIBITS

Exhibit A	Property Description
Exhibit B	PDO Zoning
Exhibit C	Master Site Plan
Exhibit D	Phasing Plan
Exhibit E	Landscaping Plan
Exhibit F	Lighting Plan
Exhibit G	Signage and Monuments Plan
Exhibit H	Reciprocal Parking and Cross-Access Easements Plan
Exhibit I	Traffic Mitigation Plan
Exhibit J	Setback Plan
Exhibit K	Sidewalk and Pedestrian Pathways Plan
Exhibit L	Common Areas and Amenities Plan
Exhibit M	Architectural Design Guidelines
Exhibit N	Fencing Plan
Exhibit O	Drive Aisles and Dimensions Plan
Exhibit P	Truck Route Plan

Exhibit A

BK 5118 PG 560



VICINITY MAP
NOT TO SCALE
CENTERVILLE, UTAH

LEGACY CROSSING LEGAL 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 $0^{\circ}03'50''$ East 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);

thence North $0^{\circ}03'50''$ East 80.00 feet along the east line to the Northeast Corner of said UDOT parcel;

thence North $09^{\circ}56'12''$ West 811.80 feet along the north line of said UDOT parcel to the east line of 1250 West Street;

thence North $0^{\circ}03'06''$ East 837.96 feet along the east line of 1250 West Street to the south line of Parrish Lane;

thence South $06^{\circ}08'42''$ East 915.93 feet along the south line of Parrish Lane to an existing UDOT Right-of-Way Marker;

thence South $09^{\circ}52'42''$ East 335.75 feet along the south line of Parrish Lane to the west line of a Union Pacific Railroad Right-of-Way;

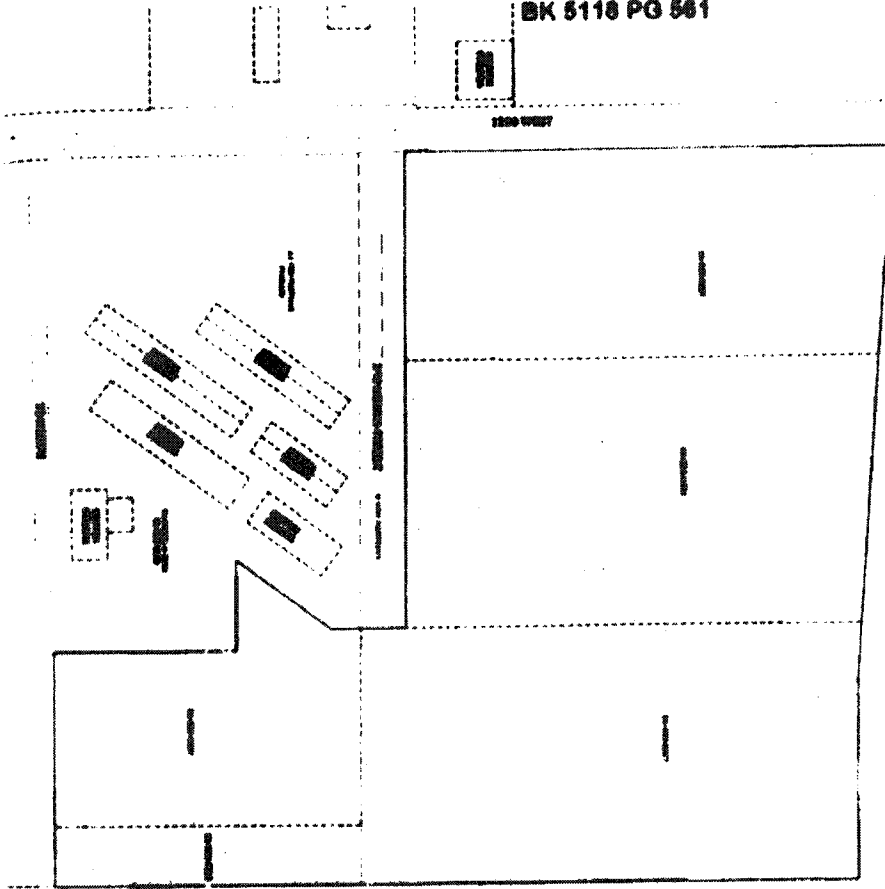
thence South $0^{\circ}12'50''$ West 1380.29 feet along the west line of a Union Pacific Railroad Right-of-Way to the point of beginning.

Contains: 1,259,609 square feet, 28.917 acres.

Date

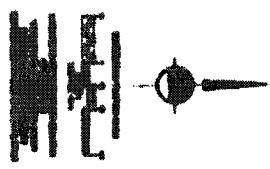
Keith R. Russell
License no 164186

BK 5118 PG 561



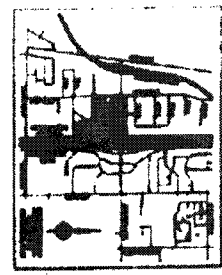
1250 WEST

UNION PARKWAY / LIGHT RAIL



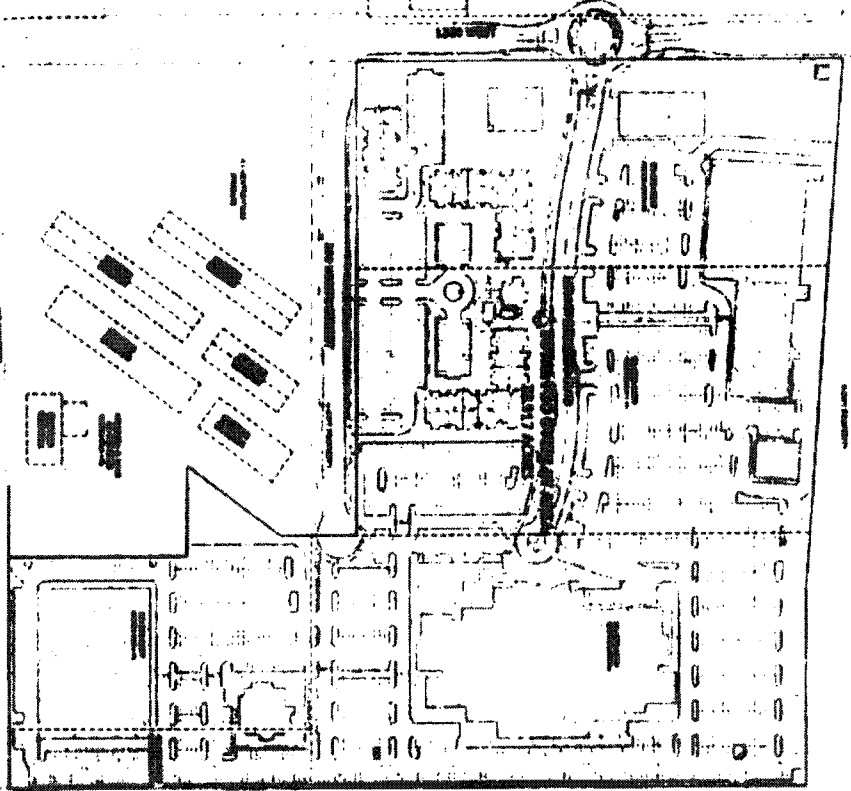
UNION PARKWAY / LIGHT RAIL

UNION PARKWAY / LIGHT RAIL



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

BK 5118 PG 562

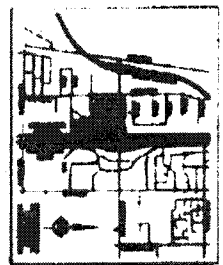
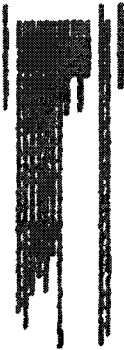
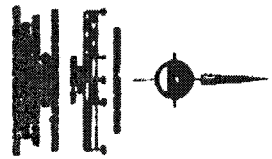


1200 WEST STREET

UTAH PACIFIC RAILROAD / FRONT ENGINE

1200 WEST STREET

1200 WEST STREET



**LEGACY CROSSING
AT PARKERS LANE
1200 WEST STREET
CENTREVILLE CITY, UTAH**

B-2

Rezone C-VH to C-VH/PDO

Parcels

06-008-0027

06-008-0058

06-008-0057

06-008-0087

06-008-0038

ORDINANCE NO. 2010-12

AN ORDINANCE AMENDING THE EXISTING ZONING MAP AND ZONING ORDINANCE OF CENTERVILLE, UTAH, BY CHANGING FROM C-VH (COMMERCIAL-VERY HIGH) TO C-VH/PDO (COMMERCIAL-VERY HIGH/PLANNED DEVELOPMENT OVERLAY) AND THE REAL PROPERTY HEREIN DESCRIBED.

BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF CENTERVILLE, UTAH, AS FOLLOWS:

Section 1. Amendment. That the following real property located at approximately 1250 West Parrish Lane in Commercial-Very High (C-VH) as shown on the Zoning Map of Centerville City, is hereby changed to (Commercial-Very High/Planned Development Overlay (C-VH/PDO); and that the Centerville City Zoning Map is correspondingly hereby amended as described below:

PARCEL 1 (06-008-0087)

BEG 17.84 CHAINS E & 14.49 CHAINS N & 1235.18 FT E FR SW COR OF SE 1/4 OF SEC 12-T2N-R1W, SLM, SD PT BEING ON THE OLD W LN OF CENTERVILLE TOWN; TH N 7.90 CHAINS ALG SD W LN; TH W 325.97 FT M/L; TH S 0°03'50" W 52.642 FT M/L; TH S 36°27'30" W 210.3 FT M/L; TH S 53°32'30" E 73.18 FT; TH S 0°03'50" W 253.3 FT; TH S 89°24'31" W 130 FT M/L; TH S 12.09 FT M/L TO A PT W OF BEG; TH E 519.55 FT TO POB. CONT. 4.65 ACRES. LESS & EXCEPTING BEG AT A PT WH IS N 637.54 FT & W 116.46 FT TO AN EXISTING 5/8" REBAR & N 0°08'30" E 318.80 FT TO AN EXISTING 5/8" REBAR & W 397.61 FT FR THE SE COR OF SEC 12-T2N-R1W, SLM; (THE SEC LINE BEARS N 0°05'33" W FR SD SEC COR) & RUN TH N 89°56'12" W 100.00 FT TO AN EXISTING REBAR; TH N 0°03'50" E 266.07 FT TO AN EXISTING REBAR; TH N 53°32'30" W 73.18 FT TO AN EXISTING REBAR; TH E 158.90 FT; TH S 0°03'50" W 309.55 FT TO THE POB. CONT. 0.74 ACRES TOTAL ACREAGE 3.91 ACRES

PARCEL 2 (06-008-0038)

BEG 36.545 CHAINS E, 14.49 CHAINS N FR SW COR OF SE 1/4 OF SEC 12-T2N-R1W, SLM, N 7.9 CHAINS, E 1.515 CHAINS, S 7.90 CHAINS, W 1.515 CHAINS TO BEG. CONT. 1.19 ACRES.

PARCEL 3 (06-008-0027)

BEG AT A PT ON THE N LN OF THE UDOT PPTY, SD PT BEING N 0°05'33" W 1559.48 FT ALG THE SEC LN & N 89°56'12" W 998.76 FT FR THE SE COR OF SEC 12-T2N-R1W, SLM, & RUN TH N 89°56'12" W 357.72 FT TO THE E LN OF 1250 WEST STR; TH N 0°03'06" E 837.96 FT ALG SD LN TO THE S LN OF THE UDOT PPTY; TH S 86°08'42" E 359.04 FT ALG SD LN; TH S 0°05'18" W 814.22 FT TO THE POB. CONT. 6.24 ACRES.

PARCEL 4 (06-008-0058)

BEG AT A PT 22.39 CHAINS N & 1.79 CHAINS W & W 454.08 FT, M/L TO THE SE COR OF PARCEL OF LAND CONVEYED TO THE STATE ROAD COMM OF UTAH BY 418-502; & N 80.0 FT (TO THE NE COR OF SD TRACT OF LAND) FR THE SE COR OF SEC 12-T2N-R1W, SLM; & RUN TH W 454.08 FT; TH N 803.92 FT M/L TO A PT 48.0 FT S OF THE FORMER LN OF PARRISH LANE; TH S 86°04' E 455.15 FT M/L ALG THE S LN OF A HWY R/W; TH S 772.70 FT M/L TO THE POB. CONT. 8.217 ACRES. M/L

PARCEL 5 (06-008-0057)

BEG AT A PT 22.39 CHAINS N & 1.79 CHAINS W FR SE COR OF SEC 12-T2N-R1W, SLM; & RUN TH W 454.08 FT, M/L, TO SE COR OF A PARCEL OF LAND CONV TO ST ROAD COMM. IN 418-502; TH N 80 FT; TH W 454.08 FT; TH N 803.92 FT M/L, TO A PT 48 FT S OF FORMER LN OF PARRISH LANE; TH S 86°04' E 555.91 FT M/L ALG S LN OF A HWY R/W; TH S 89°48' E 353.56 FT, M/L, TO A PT DUE N OF POB; & A PT 130 FT PERP DIST S'LY FR CENTER LN OF SD PARRISH LANE; TH S 845.92 FT M/L TO POB. EXCEPT THE WEST 454.08 FT. CONT. 8.43 ACRES.

Section 2. Conditions. This rezone is subject to the following conditions:

1. The properties shall be rezoned to C-VH/PDO limited to the illustrative map shown in Exhibit "B," dated June 03, 2010 of the draft development agreement, with the exception and removal of Parcel 06-008-0088.
2. The PDO approval shall be subject to the City Council approval of the rezone and text amendments, as recommended by the City staff in the June 23, 2020 Staff Report, or as modified by the City Council.
3. As part of and as a condition of the PDO approval, a development agreement, acceptable to the City, shall be prepared and entered into by the parties to memorialize the C-VH/PDO development approval and to define development expectations for the property.
4. The Development Agreement shall, at a minimum, address the following and any other matters deemed necessary by legal counsel, staff, and the City Council:
 - a. Reflect in detail an approved Master PDO Site Plan depicting roadway, building, parking and open space layouts.
 - b. Reflect in conceptual detail an approved master landscaping, irrigation, and open space plan that includes depicting the pedestrian pathways/sidewalk network, open space and courtyard amenities, perimeter fencing, and entry features.
 - c. Reflect in conceptual detail an approved architectural theme, building elevations, semi-private areas and amenities, including the use and colors of architectural materials.
 - d. Describe and establish the overall phasing schedule, the required final site plan and subdivision approvals for developing the project.
5. The property shall be developed in harmony with the submitted Preliminary Site Dimension Plan (Exhibit "E-2"), dated June 02, 2010.
6. As part of the future Subdivision Plan Approval, each lot of the PDO development shall have frontage on a publicly maintained street with a minimum lot width of 80 feet, unless

- modified by the City as part of the preliminary subdivision and final plat approvals.
7. The property shall be developed in harmony with the submitted Preliminary Site Phasing Plan (Exhibit "1"), dated June 09, 2010, with the exceptions and modifications to be determined regarding the construction of the needed street and utility improvements to serve the project area.
 8. Exhibit "L" of the proposed development agreement shall be revised to include the conceptual building and parking lot layouts and provide dimensional marks and references to better depict the expected minimum distances that are to be used in future site plan, subdivision, and building permit checks and approvals.
 9. The project phasing plan shall be reviewed by necessary professionals to receive specific recommendations regarding traffic circulation improvements and the provision of needed utilities prior to the recordation of the development agreement. Such recommendations received shall be included in the applicable exhibits of the development agreement. Additionally, each phase and final site plan approval shall be reviewed and approved with recommendations received.
 10. The proposed phasing plan shall, if necessary, be modified to ensure that each phase can truly function independently from one another and that as critical massing develops that there are not undue burdens placed upon existing development, while waiting for a subsequent phase TO become available. Such major improvements involve the following:
 - a. Proper timing and construction of the 1250 West/Parrish Lane Signal.
 - b. Proper timing and construction of the proposed 1250 West Round-about.
 - c. Proper timing and completion of the needed 1250 West improvements.
 - d. Proper timing and construction of the entire 200 North Street with the reconfiguration of the intersection at 1250 West.
 11. The PDO Plans and the development agreement shall incorporate or be modified to include the following traffic study recommendations regarding the PDO development area to be completed as necessary and at the time of build out:
 - a. 1250 West/Parrish Lane shall be improved with a signalized intersection.
 - b. When made available, a cross-access drive lane shall be provided to the 75 North Street (currently a private lane).
 - c. 1250 West shall be improved to a three-lane cross section as Master Planned from Parrish Lane to 200 North Streets.
 - d. The off-set intersection at 200 North Street shall be re-aligned with the access directly across 1250 West.
 - e. Parking shall be prohibited along 1250 West Street.
 12. If there are traffic circulation or utility engineering plan disputes that cannot be resolved between the City staff and such professionals or the developer, the Phasing Plan along with the various issues and related exhibits shall return to the Planning Commission for recommended resolutions to be forwarded to the City Council.
 13. The property shall be developed in accordance with the proposed roadway network depicted on the Preliminary Site Dimensional Plan (Exhibit "E-2"), dated June 02, 2010.
 14. All buildings within the PDO area shall be developed with the architectural building, colors, materials, landscaping, entry monument and fencing theme presented by the developer, which reflects a Legacy Parkway/Shorelands style theme using rock, wood, cement fiberboard, and accent stucco as main materials and accenting the buildings with motif elements such as cornices, columns, window elements, lintels, and decorative roof vents.


15. The development of all phases and the associated final site plan approvals shall be also subject to Chapter 12-63, Parrish Lane Gateway Design Standards, except whereas defined or modified by the PDO approval.
16. The commercial and entertainment component of the PDO shall comply, be modified, or incorporate the following:
 - a. The commercial and the residential buildings are limited to a maximum height of 45 feet, except where such heights may be exceeded in accordance with Section 12-55-120(a), or as approved with the issuance of the conditional use permit.
 - b. The residential area shall comply with the maximum cap of 25 units per acre when calculating the residential area. It may be necessary to consider such options as redefining the proposed "residential area" to include the portioned contribution and use of the planned development's circulation and/or redesign the density of the upper floors of the larger residential buildings or a portion of the smaller building to meet the cap requirements. Additionally, the upper floor building redesign may provide greater articulation and interest in the visual appearance of the project.
 - c. The 1250 West round-about shall be installed prior to or at the same time the theater use is placed in operation and issued a permanent certificate of occupancy; or as necessary to maintain a traffic circulation Level of Service "C," as determined by a traffic engineer.
 - d. The development of Phase 6 retail lot shall be limited to an access from the shared Legacy Crossing Lane and not from 1250 West.
 - e. The 20-foot landscaping corridor is planned for the residential area of 200 North using the excess right-of-way and shall be approved by the City and/or UDOT, as applicable.
 - f. The construction quality of the proposed Legacy Crossing Boulevard shall be constructed in a manner that reduces the long term maintenance costs for the entire project. This private circulation lane shall be constructed to a standard equal to that of the street being dedicated to the City.
17. The residential component of the PDO shall provide semi-private areas, consisting of trees balconies, patios, and front courts and such elements shall be integrated as part of the building design. Actual building architecture, design elements and site amenities and layout are to be set at final site plan approval of this phase.
18. The property shall be developed with the pedestrian patios, courtyard, and open space areas that have been depicted on the Conceptual Development Plan Exhibits, with related standards to be set with the required final site plan approvals.
19. A Master PDO ownership association shall be established in accordance with Section 12-41-110 for the proper protection and maintenance of common space, cross access areas, and site features and amenities.
20. A Master Cross-Access Agreement shall be incorporated into the development agreement prior to its recordation, and if necessary all subdivision plat's approvals shall reference the recorded access agreement.
21. Prior to recordation of the development agreement, the developers shall have established to the satisfaction of the City Council, that they have sufficient control over the properties to be developed, have the financial capability to carry out the development of the project, and have the capability to start construction within one (1) year of the site plan approval. However, if

- multiple individuals, entities, property owners, etc., have shared interest in the PDO development area, each interest involved shall review and sign the development agreement.
22. As part of the Development Agreement with the City, the developer shall contribute their fair share to future needed traffic improvements in accordance with the recommendation of the traffic study performed by A-Trans, which shall also be identified with the Preliminary Site Phasing Plan (Exhibit "F"), dated June 09, 2010.
 23. The Development Agreement shall state the Legacy Crossing Development is subject to all applicable City regulations and ordinances, except where such requirements have been specifically modified and approved with the PDO Zone approval.


Section 3. This Ordinance shall take effect immediately upon posting or 30 days after final passage by the City Council, whichever is closer to the date of final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, ON THIS 1ST DAY OF JULY, 2010.

CENTERVILLE CITY

BY: 
 Ronald S. Russell, Mayor

ATTEST:

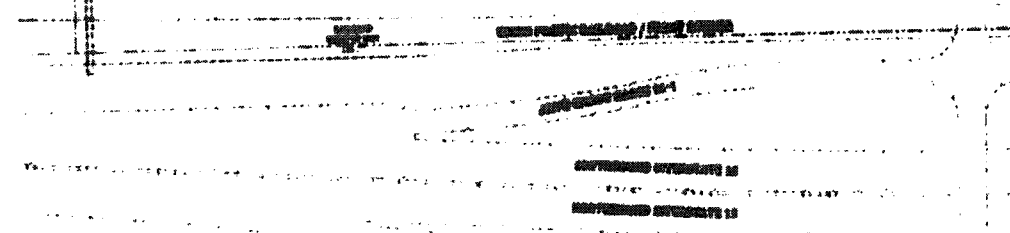
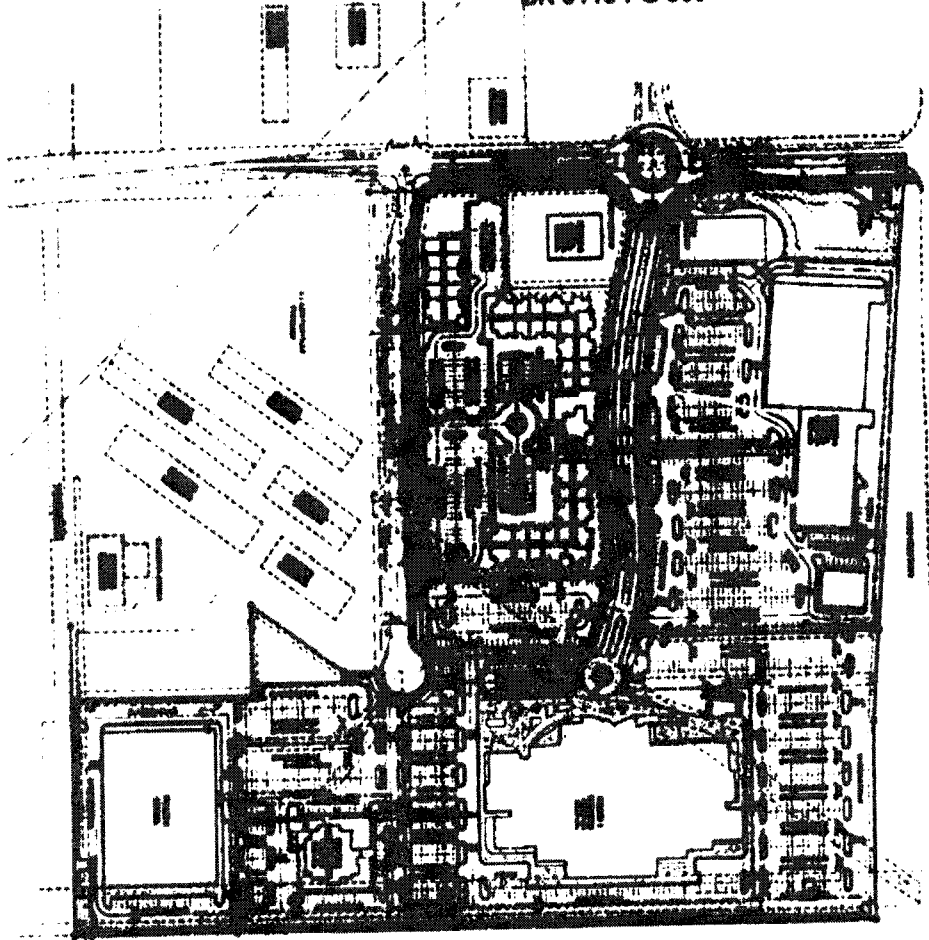

 Marilyn Holje, City Recorder



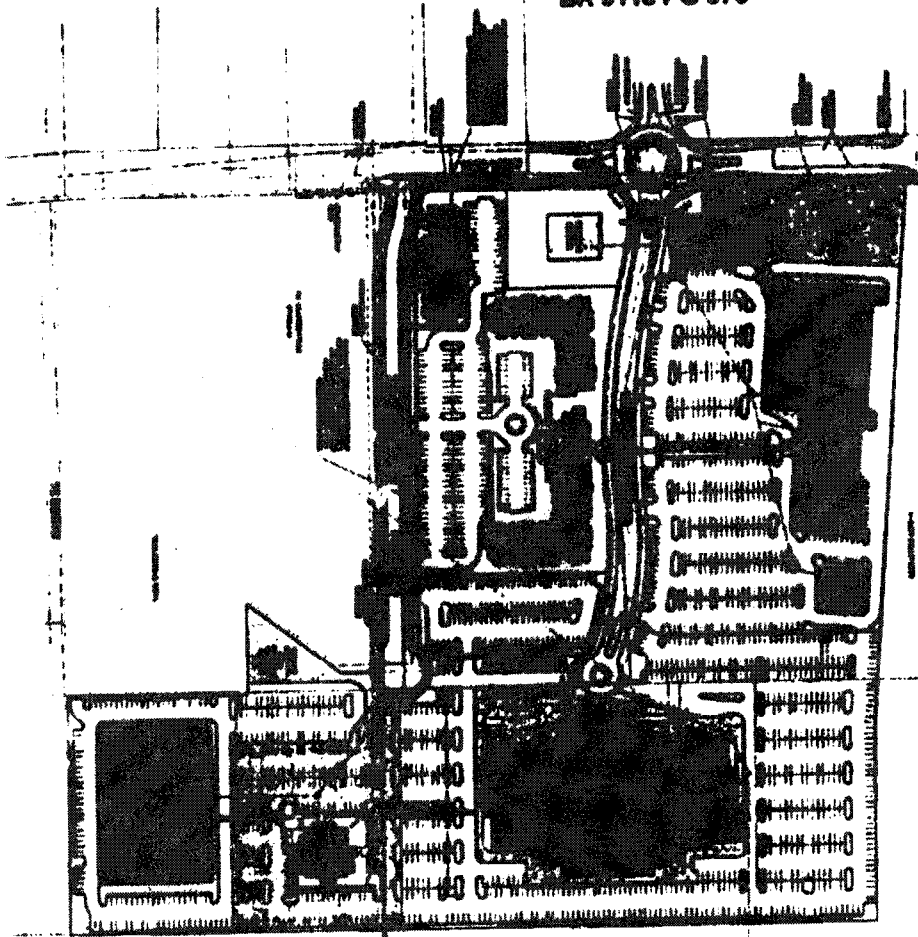
Voting by the City Council:

	"AYE"	"NAY"
Councilmember Allen	<u>X</u>	
Councilmember Averett		<u>X</u>
Councilmember Cutler	<u>X</u>	
Councilmember Lindstrom	<u>X</u>	
Councilmember Wright	<u>X</u>	

BK 5118 PG 509



**LEGACY CROSSING
AT PARKER LANE**
1200 WEST STREET
CENTERVILLE OHIO, OHIO

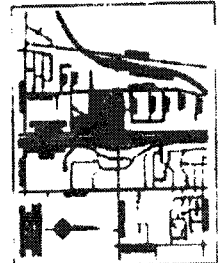
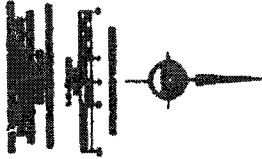


WEST PAPER COMPANY / WEST PAPER

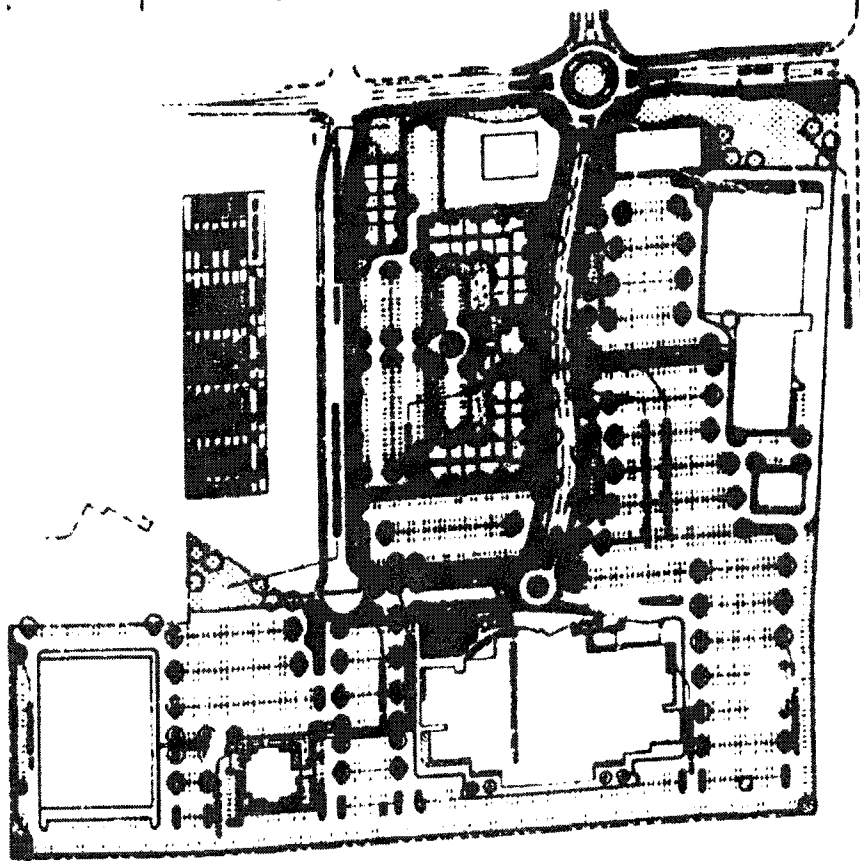
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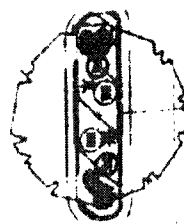
WEST PAPER COMPANY / WEST PAPER



**LEGACY CROSSING
AT PARKER LANE
1800 WEST STREET
CANTONVILLE CITY, TEXAS**



LEGACY CROSSING MASTER PLAN
E-1



TYPICAL PLANTING ISLAND



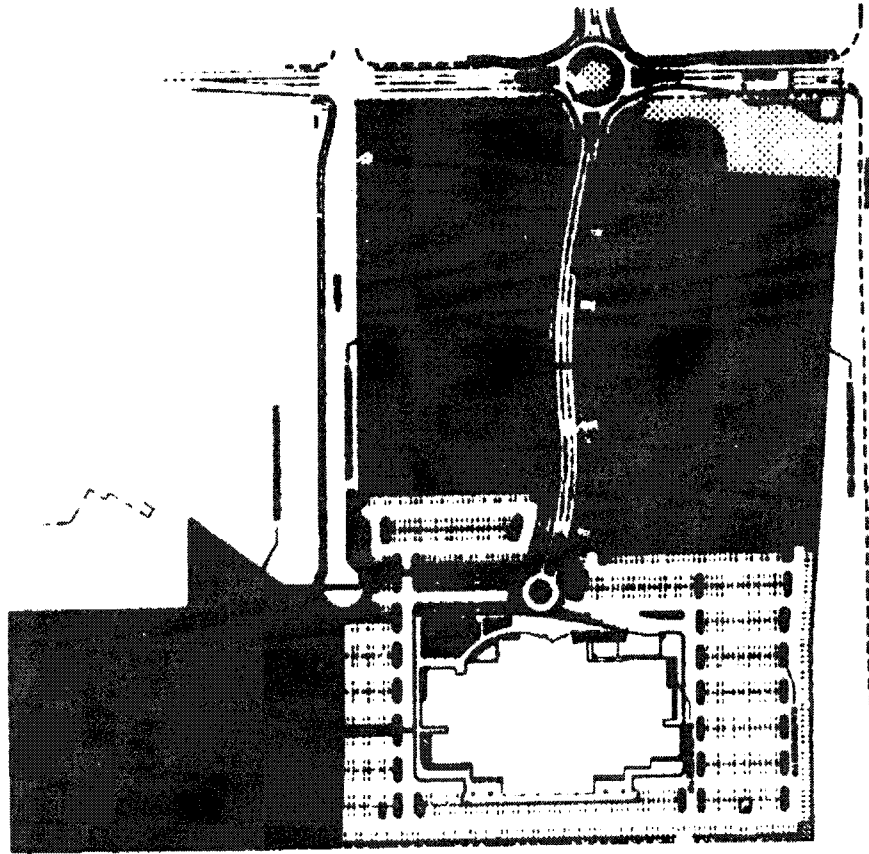
LEGEND

LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

CENTERVILLE
UTAH

LEGACY CROSSING
MASTER PLAN
E-1





LEGACY CROSSING MAINTENANCE PLAN
 1

LEGEND
 NOTES

LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

CENTERVILLE
 UTAH

LEGACY CROSSING MAINTENANCE PLAN
 E-2



E-3

**Master Plant List
For
Legacy Crossing at Parrish Lane
July 28, 2010**

The following tables are lists of plants that are suitable for much of the high mountain and valleys of Utah. Plants are classified as trees, shrubs, herbaceous perennials, and grasses. Each plant is listed with common and botanical names, and characteristics.

Not all plant material will be used from this list. It is intended to be an approved plant palette to select from.

In these lists, 'zone' refers to the plant hardiness zone, and water refers to relative water requirements for acceptable growth. Put plants with the same water requirements together. Water requirements are based on a scale of 0-3, with the definitions as follows:

- 0 No supplemental water is required after plants are established.
- 1 At least 1-inch of supplemental water per month may be required after plants are established.
- 2 At least 1-inch of supplemental water every two weeks may be required after plants are established.
- 3 At least 1-inch of supplemental water each week may be required after plants are established.

TREES

Abies lasiocarpa -Subalpine Fir zone 1-5 water 3 Native, evergreen tree occurring at elevations of 8500-10,000 feet. This tree is narrowly pyramidal and grows to 80'-80' tall. Only for cool, moist environments.

Abies concolor -White Fir zone 3-7 water 2-3
Native, evergreen tree occurring at elevations of 8000-8000 feet. Broadly pyramidal, to 80'. The needles have a white or frosty appearance. Currently available in the nursery trade. One of the best firs for landscaping.

Acer campestre -Hedge Maple zone 5. Water 2
Slow growing. Height 20-30'. Likes sun. Dark glossy green leaves in summer turn yellow in fall. Good street tree.

Acer x freemanii 'Jeffersred' -Autumn Blaze Maple zone 3 water ?
Deciduous large tree with medium green foliage in the summer and brilliant orange-red long lasting color in the fall. Moderate growth rate to 50' x 40'.

Acer ginnale -Amur or ginnale maple zone 2-8 water 2 Native to central and northern China, Manchuria, and Japan. Moderately shade tolerant. Many varieties are available commercially that vary from small shrubs to

small trees. The main problem with this species in Utah is occasional chlorosis on high pH soils. Fall color can be excellent.

Acer glabrum -Rocky Mountain Maple zone 3 water 1 Native, deciduous. Small tree growing rapidly to 20' x 15'. Green leaf color changing to yellow to orange in fall; does well in sun or shade. Grown easily from seed, but hard to transplant. Stays shrub-like on poor sites.

Acer grandidentatum -Big Tooth Maple zone 3 water 1-2 Native, small, deciduous tree with bright fall colors of yellow to orange and red. Slow growth to 30' x 20'; requires well-drained soils and full sun. Easily grown from seed, transplants well if container-grown. Thought to be a close relative of the sugar maple.

Acer negundo -Boxelder zone 2-9 water 1 A large, native, deciduous tree common to riparian areas throughout Utah. Rapidly growing and weak-wooded. Female trees are susceptible to the boxelder bug. Not the best choice, but in wet sites selected cultivars may be a good option.

Acer platanoides -Norway Maple zone 3-7 water 3 Deciduous; green to purple leaves depending on cultivar; very dense shade; moderate growth rate to 50' x 40'; full sun; tolerant as to soil type if well-drained; pH of 6-8. Tolerant of air pollution. Problems with aphids, verticillium wilt, and leaf scorch, somewhat weedy.

Acer tartaricum -Tatarian Maple zone 3-8 water 2 Deciduous; small tree (20' x 20'); slow-moderate growth rate; often multi-stemmed; wide range of fall colors; adaptable to a wide range of conditions and somewhat drought tolerant when established. Few disease or insect problems.

Aesculus hippocastanum -Horsechestnut zone 3-8 water 2 Deciduous tree, growing to 50'-70'. Very showy flowers. It has a slow growth rate and is susceptible to leaf scorch.

Aesculus x carnea (Red Horsechestnut) may be more scorch tolerant. Has large, inedible seeds.

Alnus glutinosa -European Alder zone 3-7 water 3 Deciduous tree growing to 40'-60'. Attractive dark, green leaves. Best used as an alternative for moist, poorly drained soils. Has the ability to fix nitrogen.

Alnus incana -Mountain Alder zone 1-8 water 3 A native, deciduous tree or shrub. Occurs in riparian areas in mountainous regions throughout the state. Selected varieties are available. An excellent choice for cold, wet environments.

Betula occidentalis -Western River Birch zone 3 water 3 Deciduous, multi-stemmed small tree which grows rapidly to 35' x 15'. Occurs naturally as a riparian plant. Multiple stems and copper-colored bark provide nice winter appearance. Transplants easily. Should not be confused with *Betula nigra* a non-native River Birch.

Celtis occidentalis -Common Hackberry zone 2-9 water 1 Deciduous; coarse, green leaves with yellow fall color; ridged, corky bark; moderate grower to 40' x 40'; full sun; tolerates a wide range of soils with pH of 6-8. Largely pest free except for leaf nipple gall, a cosmetic insect problem on leaves.

Cercis canadensis -Eastern Redbud zone 3-9 water 2 A small, flowering, deciduous tree growing to 20'-30'. The flowers are a distinct magenta and open before the leaves.

Widely adaptable, though does require well drained soil. A member of the legume family.

Crataegus douglasii - Black or Douglas Hawthorn zone 2-8 Native, small (25'), deciduous tree occurring in riparian areas at elevations of 4000-8400 feet. It has small, white flowers and 1/2-inch black fruit. Like most other hawthorns, it is quite thorny.

Crataegus crusgallii - Cockspur Hawthorn zone 3-8 water 1 A small, flowering, deciduous tree that grows to 20'-30'. Small white flowers followed by persistent red fruit. A slow growing tree. Large thorns are a significant concern in some situations, but a thornless variety exists (var. *inermis*).

Crataegus phaeopyrum - Washington Hawthorn zone 3-8 water 2 A 25'-30' tall flowering tree. Broadly rounded form with dense, thorny branches. White flowers followed by 1/4-inch diameter persistent fruit.

Ginkgo biloba - Ginkgo/ Maidenhair tree zone 3-8 water 2 Deciduous; green leaf with yellow fall color; slow to establish with moderate growth rate to 50' x 30'; full sun; adaptable to soil conditions, air pollution, heat and salts. Does well in urban conditions. Avoid extremely high pH conditions. No insect or disease problems. Use male cultivars (no fruit).

Gleditsia tricanthos* var. *inermis - Thornless Honeylocust zone 3-9 water 1 Deciduous; green compound leaf with small leaflets; fast growth to 40' x 40'; full sun; tolerant to high pH and salt. Provides light shade, no heavy leaf litter. Susceptible to midge pod gall and *thronectria* canker.

Gymnocladus dioica - Kentucky Coffeetree zone 3-8 water 1 Deciduous; large green doubly pinnate leaves; slow to establish and grow to 60' x 40'; full sun; adaptable to soil conditions, but prefers deep loam. Tolerates urban conditions, no serious diseases or insects. Female trees will produce seed pods. Good tough tree.

Juniperus scopulorum - Rocky Mtn. Juniper zone 2-7 water 0 Evergreen native; bluish-green foliage; slow growing to 30' x 3-10'; size dependent on variety; full sun; tolerant to wide range of soil conditions if well drained. Good screen for harsh sites. May suffer root rot if over irrigated. Many cultivars.

Juniperus virginiana - Eastern Redcedar zone 2-9 water 0 Evergreen; moderate growth to 40' x 10'; full sun; soil and pH adaptable if well-drained; salt tolerant. Tough plant for screening and naturalizing. No serious disease or insect problems. Many cultivars.

Larix decidua - European larch zone 2-8 water 3 Native to the mountains of northern and central Europe; does well in Utah with a moderate growth rate and is quite cold-tolerant; prefers moist soils; shade intolerant. This is a beautiful tree with great, golden fall color. Deciduous character is interesting but not everyone likes its winter appearance.

Malus species - Crabapple (Prairie Fire) zone 2-8 water 2 Deciduous; green to red leaves; a wide variety of forms, sizes, flower color; and fruit size and color. Truly one of the hardiest flowering trees available. Adaptable as to soil type if well-drained; full sun. Over 200 cultivars in the trade.

Picea abies - Norway Spruce zone 2-7 water 2 This spruce is distinguished from the more common Colorado spruce by its drooping branchlets, though there are many cultivars with many different forms. Medium to fast growth rate to 40'-50'. Readily

transplanted. Spruce ips bark beetles can be serious pests on water-stressed plants.

***Picea engelmannii* -Engelmann Spruce** zone 2-5 water 1

A native conifer occurring at elevations of 8000-10400 feet. Only use on cool-moist sites. Spruce ips bark beetles can be serious pests on water-stressed plants.

***Picea glauca* -White or Black Hills Spruce** zone 2-6 water 2 Native in Black Hills, northern Lake States, northeastern U. S., and throughout Canada and Alaska; but not in Utah. Slow growing. Prefers moist sites with good soil, but fairly adaptable. Shade tolerant. Seldom planted in Utah (except for dwarf Alberta spruce), but a very desirable landscape tree. Narrow-crown and short needles make it interesting. Dwarf Alberta Spruce (*P. glauca* 'Conica') is a commonly available cultivator that is overused in many landscapes.

***Picea pungens* -Blue Spruce** zone 2-7 water 3

Evergreen native; green to blue foliage; slow growing to 40' x 15'; full sun. Must account for eventual size of this tree when planting in landscape. Spruce gall adelgid is mainly a cosmetic problem. Spruce ips bark beetles can be serious pests on water-stressed plants.

***Pinus edulis* -Pinyon Pine** zone 2 water 0 Evergreen native; gray-green, double needled pine; slow growing to 20' x 15'; full sun; tolerant to well-drained, high pH soils. No serious disease or insect problems. Has edible pine nut.

***Pinus longeva* -Bristlecone Pine** zone 4-7 water 1 Native, slow growing evergreen. With a maximum height of 20' it is an excellent small pine for use in landscapes as an accent or rock garden plant. Few, if any, pests.

***Pinus nigra* -Austrian Pine** zone 4-7 water 1 Evergreen; dark green, long needles; moderate growth rate to 45' x 25'; full sun. Tolerant of city conditions, soils, heat, and alkalinity. No serious insect or disease problems.

***Pinus sylvestris* -Scotch Pine** zone 2-8 water 1

Evergreen; relatively short needles; moderate growth to 40' x 20'; full sun. Soil tolerant if well-drained. Unique form and color. No serious insect or disease problems.

***Populus alba* 'Balkanica' -Balkanica Poplar** zone 3-8 water 1 Deciduous; green leaves with white underside; columnar in form; fast growing to 40' x 15'; full sun; tolerant to high pH soils, air pollution, and salt spray. Suckers. Good for a rapid growing screen or windbreak, but susceptible to many insects and diseases.

***Populus deltoides* -Eastern Cottonwood** zone 3 water 2 Deciduous; large green leaves with yellow fall color; very fast growing to 70'-90' x 50'; full sun; tolerant to high pH soils. Good for a rapid growing shade tree in areas with ample room. Weak wood, susceptible to multiple pests.

***Populus tremuloides* -Quaking Aspen** zone 3-7 water 3 A native, deciduous tree occurring in mountain regions throughout the state. Initially fast growing. Not recommended for warmer valleys because of borers, suckers, and failure to produce desired white stems. May be an option for cooler mountain valleys. Yellow fall color.

***Prunus virginiana* 'Canada Red' -Canada Red Chokecherry** zone 2 water 1

Deciduous, small tree, new growth emerges green turning to maroon red foliage; grows to 20'-35' x 18'-25'. Red fruit in mid-summer. Requires well-drained, aerated soils. Will sucker.

***Pyrus calleryana* 'Chanticleer' -Chanticleer Pear zone 4 water 2**

Fast growing. Height 25-30'. Width 10-15'. Likes sun. White flowers later in spring & better than Bradford. An ideal street tree. Also known as 'Cleveland Select'.

***Quercus gambelii* -Gambel's Oak zone 2 water 0**

Deciduous, native oak; green leaves with brown fall color; slow growing to 20' x 15'; full sun; tolerant of high soil pH, but must have well-drained soils. Susceptible to a number of native pests including the formation of galls.

***Quercus macrocarpa* -Bur Oak zone 3-8 water 1** Deciduous, dark green leaves with yellow to brown fall color. Slow growing to 70'-80'. Full sun. Tolerant of high soil pH. Produces large acorns.

***Robinia x ambigua* 'Idaho' -Idaho Flowering Locust zone 3-8 water 1** Deciduous, green leaves; attractive purple blossoms; fast growing to 50' x 30'; full sun, tolerant to a wide range of soils. Good for use in difficult areas. Susceptible to borers.

***Sorbus aucuparia* -Cardinal Royal Mountain Ash zone 3 water 2**

Medium growing. Height 20-30'. Width 12-18'. Likes sun. Dark green foliage with silver underside. Needs well drained soil. Brilliant red berries borne in August-September. Rust fall colored leaves.

***Syringa reticulata* -Japanese Tree Lilac zone 3-7 water 2**

Deciduous; green foliage; no fall color. Moderate growth to 20' x 15'. Needs well-drained soil and full sun. Is pH tolerant. Resistant to lilac borer and powdery mildew that occur on common lilac. Flowers in May-June.

***Thuja occidentalis* -Northern Whitecedar zone 2-8 water 2**

Native to northeast U. S., Lake States, Appalachian Mountains, and southern Canada. Not a true cedar. Medium to fairly large tree, medium to slow growth. Often found in swampy areas. Intermediate shade tolerance. More commonly planted in Utah in the past than now, though these are very desirable trees. Many different crown forms are available, from shrubby, to large pyramidal, to weeping. Good as hedges, visual screen, windbreak, or as specimen trees. Cold hardy but may need protection on harsh, dry, windy sites. Does not like extreme heat and dry conditions. Few insect or disease problems.

***Tilia americana* -American Linden zone 2-9 water 2** Large, deciduous tree (60'-80').

Flowers are fragrant and bloom in June. May be too large for many landscapes. 'Redmond' is a common cultivar though broader crowned varieties are better. A good choice for a large, hardy shade tree for park situations.

***Tilia cordata* -Littleleaf Linden zone 3-7 water 3** Deciduous; often pyramidal-shaped tree; grows to 60' x 30'. Easily transplanted; full

sun; prefers well-drained soil and is soil-pH tolerant. Aphids can be a problem. Excellent shade tree with several nice cultivars.

SHRUBS

- Amorpha canescens*** -Leadplant, False Indigo zone 2 water 1 Deciduous, pinnately compound leaves changing to yellow in fall; purple flower; moderate growth to 2'-4' x 4'-5'. Full sun; tolerant to wide range of soils; pH of 7-8.
- Amorpha fruticosa*** - Indigo Bush *Amorpha* zone 2 water 1 Deciduous, multi-stemmed shrub with a spread to 4'-10'. Blue flowers. Full sun.
- Arctostaphylos patula*** - Greenleaf Manzanita zone 2-6 water 1 Native, evergreen shrub growing to 3'-6' in height. Bright green leaves with red stems. Full sun. Pink flowers in spring.
- Arctostaphylos uva-ursi*** -Kinnikinnick Bearberry zone 2 water 1 Medium growing 8-15' x 4-8'. Needs afternoon shade. White or pinkish flowers in spring. Drought tolerant once established. Red fruit loved by birds.
- Aronia melanocarpa*** -Black Chokeberry zone 3-8 water 2 A small, deciduous shrub growing to 5'-10' in height. Suckers to form large thickets. Red fall color, purple/ black fruit, adaptable to many conditions. Variety *elata* is best for landscapes. Use as a mass planting.
- Artemisia cana*** -Silver Sagebrush zone 3 water 0 Native, silver-leafed sage; evergreen leaves. Moderate growth of 3'-4' x 5'-10' width. Full sun; tolerant of most soils. Suckers profusely.
- Artemisia frigida*** -Fringed Sage zone 2 water 0 Native, silver-leafed evergreen; rapid growing to 1' x 1'; full sun; soil tolerant. Used for border or color accent. Flower stalks which may need to be trimmed.
- Berberis thunbergii*** -Japanese Barberry zone 4 water 2, many varieties available. Crimson Pygmy is a compact variety with red foliage grows 2'x2', Rose Glow has variegated red leaves. Aurea has golden leaves. For best leaf color plant in full sun. Flowers occur in late April to May. Grows 3-6' high x 4-7' wide. Branches have spines on branches.
- Carex arborea*** -Siberian Peashrub zone 2-7 water 1 Introduced, deciduous shrub with moderate to fast growth up to 15'-20' x 12'-18'. Yellow flowers; full sun; tolerant of saline soils and sprays, most soils, alkalinity, wind and drought. Good for hedge or windbreak in difficult situations.
- Carex pygmaea*** -Pygmy Peashrub zone 3-7 water 1 Deciduous; moderate growth rate; height of 2'-3' x 4'-5'; yellow flowers. Full sun. Tolerant of various soil types, salt, and high pH.
- Caryopteris*** -Blue Mist Spirea zone 4 water 1 Gray-green foliage and light blue August flowers. 2-4' x 2-3'. Blooms when few other shrubs are in bloom. Flowers are a favorite of bees. Cut the shrub back to 6" early spring before growth begins.
- Cercocarpus ledifolius*** -Curl-leaf Mtn. Mahogany zone 2 water 0 Evergreen native; dull green leaf color year-round; slow growing to 15'-20' x 15'. Needs well-drained soils and a pH of 6-7. Withstands shearing.
- Cercocarpus montanus*** -Mountain Mahogany zone 2 water 0 Native, deciduous shrub with pink flowers and white fruit; slow growing to 6' in full sun. Poor tolerance to salts. Grows best in well-drained soils.

- Chamaebatia millefolium** -Fernbush zone 4 water 1
Native, deciduous shrub with finely pinnate foliage; white blooms during the summer; grows to 8' x 8'. Tolerant to high pH soils.
- Cornus alba 'Elegantissima'** -Variegated Red Twig Dogwood zone 3 water 3
Fast Growing. Height 5-6'. Width 5-6'. Likes afternoon shade. Beautiful, gray-green leaves in summer. Red stems in winter.
- Cornus sericea** -Redstem Dogwood zone 2-8 water 2 Native, deciduous shrub with outstanding red bark; fast growing to 7' x 10'; shade to full sun; low salt tolerance. Adaptable to a wide range of soils and irrigation levels. Handsome utilitarian shrub, native to riparian areas. Susceptible to twig canker.
- Cotoneaster dammeri 'Coral Beauty'** -Coral Beauty Cotoneaster zone 4 water 2
Fast growing. Height 1-2'. Width 3-5'. Likes sun to part shade. Semi-evergreen. White flowers in spring. Brilliant coral berries in fall.
- Euonymus alatus 'Compactus'** -Dwarf Burning Bush zone 5 water 2
Medium growing. Height 4-6'. Width 4-6'. Likes sun. Green leaves turn a dazzling display of brilliant red in early fall. Compact, rounded shrub.
- Forsythia x Intermedia** -Arnold's Dwarf -zone 4 water 2
Deciduous shrub with medium green foliage. Upright grower. Height 4'. Width 6'. Profuse tawny-yellow flowers in March-April. Plant in most any soil in full sun.
- Holodiscus dumosus** -Rockspray Spiraea zone 3 water 1 Deciduous native shrub; green leaves; white/ pink flower in spring; full sun. Slow growing to variable height and width; requires well drained soils; can tolerate high pH. No significant pest problems. Largely uncultivated.
- Juniperus chinensis** -Chinese Juniper zone 3-9 water 1 Evergreen shrub; highly variable in size and color; full sun. Requires well-drained soils, pH tolerant. Susceptible to root rot when over-irrigated. Many cultivars available, including old Pfitzer types.
- Juniperus communis** -Common Juniper zone 2-8 water 1 Evergreen shrub; slow growth to 5'-10' x 8'-12'. Gray-green to blue-green in color. Full sun; wind tolerant. Adaptable to any well-drained soil. Very hardy; several cultivars.
- Juniperus horizontalis** -Creeping Juniper zone 3-9 water 1
Evergreen; green to blue/ green color; moderate growth to 1'-2' x 4'-8'. Full sun; tolerant to most soils. More tolerant of heavy soils than other junipers. Many cultivars.
- Juniperus sabina** -Savin Juniper zone 3-7 water 1 Evergreen; green needles; moderate growth to 4'-6' x 5'-10', depending on cultivar. Full sun; well-drained, dry soils. Tolerant of urban conditions. Good cultivars are 'Broadmoor', 'Buffalo', Calgary Carpet, and var. *tamaricifolia*. Potential for root rots.
- Ligustrum x viciifolium** -Golden Privet zone 4 Large oval-rounded shape, medium growth to 5-8' x 6-8', displays golden yellow leaves for most of the summer
- Mahonia fremontii** -Fremont Barberry/ Utah Holly zone 3 water 0 Native broadleaf evergreen; gray/ green leaf color; holly-like leaf. Slow growing to 5' x 3'. Full sun; well-drained soil.
- Mahonia repens** -Creeping Mahonia zone 3 water 1
Native broadleaf evergreen groundcover; green leaves changing to hues of green to red in fall; holly-like leaf; slow growing to 1' x 1'; partial shade to full sun. Tolerates high pH; low salt tolerance; requires well drained soils. No major pest problems.

- Picea abies* 'Nidiformis' - Blue Nest Spruce zone 2 water 3
Medium growing. Height 2-3'. Width 3'. Likes sun to partial shade. Dense evergreen. Spring foliage is soft and light green. Very compact.
- Pinus mugo* -M. go Pine zone 2-7 water 1 Evergreen; two-needled pine; slow growing to variable size; full sun. Tolerant to high pH. Excellent alternative to junipers. Few disease or insect problems.
- Potentilla fruticosa* -Potentilla zone 2-7 water 1
Deciduous native plant with many selected cultivars; slow growth to 1'-4' x 2'-4'; wide range of flower colors; full sun to partial shade. Withstands poor, dry soils if well-drained.
Tolerant of high pH. Few diseases or pests. Good color and blooming period.
- Prunus besseyi* -Sand Cherry zone 3-6 water 1
Deciduous shrub; shiny gray-green leaves with yellow fall color; white flower; full sun. Moderate growth to 4' tall; suckers. Low salt tolerance, but tolerant to heat and high pH. Few disease or insect problems.
- Prunus virginiana* -Chokecherry zone 2-6 water 1
Native deciduous shrub; green leaves changing to yellow in fall; unique white flower followed by red-black berries; full sun. Moderate growth rate to 12' x 8'; tolerant to wide range of soils; riparian. Susceptible to black knot; suckers profusely; fruit used for jellies.
- Rhus glabra* -Smooth Sumac zone 2-9 water 1 Native deciduous shrub; green foliage with bright red fruit and fall leaf color; fast growing to 9'-15'; full sun. Soil and salt spray tolerant; few pests; suckers.
- Rhus glabra* 'Clementans' -Dwarf Mountain Sumac zone 2-9 water 1
Deciduous, dwarf shrub; green foliage with bright red fruit and fall leaf color; fast growing to 2'-5' x 3'-4"; full sun. Suckers and can be invasive.
- Rhus trilobata* -Oakleaf Sumac zone 2 water 0 Native deciduous shrub; green foliage with red fall color and red berries; full sun.
Moderate growth rate to 6' x 10'; tolerant of most soils. No serious pest problems.
- Rhus typhina* -Staghorn Sumac zone 3-8 water 1
Deciduous shrub; green leaves with bright red fall color and fruit; full sun. Fast growing to 12' tall; suckers readily and can be invasive; tolerant to high pH and urban conditions. Few disease problems.
- Ribes alpinum* - Alpine Currant zone 2 water 2
Medium growing. Height 3-5'. Width 5-8'. Likes sun or shade. Suitable for hedges. Greenish flowers in spring. Resistant to fire blight.
- Rosa x 'Nearly Wild'* -Pink Floribunda zone 4 water 2 Height 2'. Width 4'.
Long and pointed buds open to large single dark pink flowers, blooming late spring to frost on this hardy shrub rose.
- R. corymbosa* -Red Flower Carpet zone 3-8 water 2 Deciduous ground cover rose.
Single 5 leaf red flower. Plant in full sun to semi-shade. Easy care, no fancy pruning-just cut back with shears to half size in late fall. Established plants can give up to 2000 flowers. Natural disease resistance. Grows to 3' x 3'.
- Rosa rubrifolia* -Redleaf Rose zone 2-8 water 1
Deciduous; red/ green foliage with pink flowers and orange hips; full sun. Moderate growth to 4' x 4'.

- Rosa rugosa* -Rugosa Rose zone 2-7 water 1 Deciduous; leaves green to orange/ red in fall; fast growing to 5' x 5'. Tolerant to salt, pH, most soils if well-drained. Very trouble free for a rose.
- Rosa woodsii* -Bonica Pink zone 2-8 water 1 Deciduous shrub rose. Double pale pink blossom. Prolific bloomer. Moderate grower to 4' x 4'
- Rosa woodsii* -Woods Rose zone 2 water 1
Deciduous, native rose; green foliage with pink blooms and orange fruit; full sun. Moderate growth to 4' x 4'; salt tolerant; requires well-drained soil.
- Salix purpurea* "Nana" - Dwarf Blue Artic Willow zone 4 water 1 Fast growing. 6-8' x 4-6'. Likes sun. Blue leaves & purple stems in winter. Prune hard every spring.
- Shepherdia argentea* -Silver Buffaloberry zone 2-6 water 0 Native, deciduous shrub; silver foliage with red/ orange flower and fruit; not showy; full sun. Moderate growth to 10' x 10'; Tolerant to high pH and moderate salinity.
- Shepherdia rotundifolia* - Roundleaf Buffaloberry zone 3-6 water 0
Native, deciduous shrub. Silver foliage with soft gray hairs on the underneath side. Slow growth rate to 3'-4'. Tolerant of high pH and moderate salinity.
- Spiraea japonica* -Goldmound zone 4 water 2 Likes sun. Outstanding colorful foliage for accent or contrast. Rich gold yellow leaves, pink flowers in June. Fast growing to 2-3' tall and wide. Needs extra water first season to get established.
- Spiraea x bumalda* -Bumald Spiraea zone 3-8 water 3 Deciduous shrub; light green leaves with lavender blooms; full sun. Moderate growth to 2' x 2'; not tolerant to high pH or soil salinity. Susceptible to iron chlorosis. Fruit and spent blossoms rather unsightly.
- Symphoricarpos albus* -Snowberry zone 3-7 water 2
Deciduous; white flowers with white berry and green leaves; full to partial shade. Fast growth to 4' x 4'; tolerant to high pH but not soil salinity. Suckers. No serious disease or insect problems.
- Symphoricarpos oreophitus* -Mountain Snowberry zone 2 water 2
Native snowberry; green foliage with white flowers and berries; full sun to partial shade. Fast growing to 5' x 3'; requires well-drained soil, low salinity and neutral pH.
- Syringa meyeri* 'Palibin' -Dwarf Korean Lilac zone 3-7 water 2 Deciduous, dwarf shrub. Flowers lilac to lavender in color.
- Syringa patula* -Miss Kim Lilac zone 3-7 water 2 Deciduous dwarf shrub growing to 3'-5' x 3'-5'; glossy green leaves turn burgundy red in fall; pale, lilac colored flowers.
- Syringa vulgaris* -Common Lilac zone 3-7 water 1
Deciduous shrub; green foliage with white to purple flowers; fragrant; full sun. Moderate growth to 10' x 10'; tolerant of high pH and salt spray. Affected by powdery mildew and ash borer, but not seriously. Very tough, traditional plant. Many cultivars available.

GRASSES

Yearly, cut all grasses back to 3" above crown in early spring before new growth appears (approx. March) Do not fertilize your grasses.

Calamagrostis x acutiflora -Karl Forester Re... Grass zone 2 water 2 Vigorous upright narrow clump ornamental grass. 18" W x 4' H Full sun to part shade. Thrives in any soil. Cut back faded grass before new growth starts in spring.

Festuca arundinacea -Tall Fescue cool season water 2 Turf-type; bunch grass; dark green color; tall; partial shade to full sun; requires well drained soil.

Festuca glauca -Elijah Blue zone 4 water 1 Arching silvery- blue blades. Mounding form 12" x12" Full sun to part shade. Color holds well all summer.

Festuca ovina -Sheep Fescue cool season water 0

Ornamental/ ground cover; bunch grass; blue/ green color; low-moderate height; full sun; requires low salinity and well drained soil.

Festuca rubra -Red Fescue cool season water 3 Turf-type; rhizomatous; green color.

Lolium perenne -Perennial Rye cool season water 3 Turf-type; bunch grass; green color; partial shade to full sun

Oryzopsis hymenoides -Indian Ricegrass cool season water 0 Native; ornamental; bunch grass; green color; moderate height; moderately salt tolerant; requires well-drained soil.

Poa pratensis -Kentucky Bluegrass cool season water 3

Native; turf-type; rhizomatous; green color; moderate height; low salinity tolerance; needs well drained soils.

HERBACEOUS PERENNIALS

Achillea millefolium -Yarrow zone 3 water 0 Native; pink, red, white, and yellow flowers over green dissected leaf; mid to late season bloomer; height 12"-36"; use for borders or naturalized areas. Needs well-drained soils, full sun. Susceptible to mildew.

Aegopodium podagraria 'Variegatum' -Bishop's Weed zone 4-8 water 3 Leaves light green with white margins; height 8"-10"; vigorously growing and spreading. Full sun or shade, with shade best in warmer areas. No soil preference. Used as a ground cover. Can be invasive. Tends to scorch and look unsightly in heat of summer. May become invasive.

Anaphalis margaritacea -Pearly Everlasting zone 4 water 1 Native; white flower with gray foliage; mid to late season bloom; height 24"-36"; use for borders. Needs well drained soils and partial shade. Can be invasive.

Antennaria rosea -Field Pussytoes zone 4 water 2 Native; white to pink flowers with white/ gray foliage; blooms early in season; height 3"-12"; use for rock gardens. Tolerant to wide range of soil types; full sun.

Arabis -Rock Cress zone 4 water 1 Abundant, fragrant evergreen flowers and attractive silvery foliage make this a wonderful small scale ground cover. Grows 6" H x 18" W. Flowers bloom in white, pink and purple. Blooms mid to late spring. Full sun.

Armeria maritima -Sea Pink zone 4 water 2 Evergreen leaves in clumps with pink or white flowers; leaves 3"-4" with flowers to 12" tall. Blooms in mid to late spring. Full sun; dry soils. Very salt tolerant; use for edges and rock gardens.

Artemisia frigida -Fringed Sage zone 3 water 0 Native; gray foliage with inconspicuous flowers; height 16"; used for foliage effects. Tolerant to various soil types; full sun. Requires trimming.

Artemisia schmidtiana -Silver Mound zone 3 water 0 Gray foliage with inconspicuous flowers; height 12"; used for foliage and as a border. Requires well-drained soils and full sun. Susceptible to rust; can become rather rank growing.

Asclepias tuberosa -Butterfly Weed zone 3 water 1 Native; multiple flower colors with green foliage; blooms mid to late season; height 24"-36"; used for border or naturalized areas. Tolerant to most soils; full sun. Pest free.

Aster 'Monch' -Fritertii zone 4 water 1 Lavender blue flowers. Height 24". Width 36". Mounding or open habit perennials with colorful daisy flowers. Encourage branching by pinching new growth in spring and early summer. Blooms for an extraordinarily long time.

Aubrieta deltoidea -Purple Rock Cress zone 4 water 1 Purple flowers; blooms early to mid-season; height 6"; use in bed, edging or rock garden. Use in full sun with well-drained soil. Should be trimmed to maintain compact form. No serious diseases or insects.

Aurinia saxatilis compactum -Dwarf Basket of Gold zone 4 water 2 Yellow blooms with gray foliage; early season bloomer; height 4"-8"; best use is for rock gardens. Requires a well-drained soil and full sun.

- Baptisia australis* -Blue False Indigo** zone 4 water 2
Blue flowers. Good as a border plant. Full sun, well-drained soil. A member of the legume family. Easy to grow and pest free.
- Callirhoe involucrata* -Poppy Mallow** zone 3 water 0 White or purple blooms with green foliage; blooms all seas. long; height 6"-12"; use in border or rock garden. Tolerant of soil extremes; full sun.
- Campanula rotundifolia* -Bluebells of Scotland** zone 3 water 3
Bright blue 1-inch flowers in early to late summer; self seeding. Grows 1'-2' high; requires well drained soils and full sun.
- Centaurea montana* -Bachelor Button** zone 3 water 1 Blue or white flowers with green to gray foliage; blooms early to mid-season; height 12"-18"; use for border. Requires well-drained soil; partial shade to full sun. Invasive.
- Centranthus ruber* -Jupiter's Beard** zone 4 water 1
Pink, white, or red flowers with green foliage; blooms in mid-season; height 24"-36"; used for borders and naturalized areas. Requires well drained soils, tolerant to high pH; partial shade to full sun.
- Cerastium tomentosum* -Snow-in-Summer** zone 3 water 2
White blooms on green to gray foliage; blooms early to mid-season; height 3"-10"; used for borders, rock gardens and as a ground cover. Requires well drained soils and full sun.
- Chrysanthemum x superbum* -Shasta Daisy** zone 4 water 1
Free flowing summer daisy. 24-30" H x 24" W White flowers single or double. Best in full sun.
- Dianthus barbatus* -Sweet William** zone 2 water 2 A self-sowing biennial, 6"-10" tall, with a flat cluster of flowers. Used in borders or rock gardens. No scent.
- Dianthus gratianopolitanus* - Tiny Rubies** zone 2 water 2 double deep pink flowers
Compact ground cover. Remove faded flowers to extend season. 5" H x 20" W
Tolerates partial shade.
- Dianthus 'Zing Rose'* -Zing Rose Dianthus** zone 2 water 2
Grows to 6" tall, blooms from June to summer with rose red flowers. Dense green foliage.
- Dicentra eximia* -Fringed Bleeding-heart** zone 3 water 3 Finely dissected gray-blue evergreen leaves, 12"-18" tall with pink to purple flowers.
Partial shade with well-drained soil. Excellent for borders and rock gardens.
- Dicentra spectabilis* -Bleeding-heart** zone 2 water 3
Pink, white, and red flowers with green foliage; blooms in mid-season; height 6"-36".
Used for borders, requires well drained loam, partial shade. Suscept to stem rot
- Echinacea purpurea* -Purple Coneflower** zone 3 water 0 Purple flowers with green foliage; blooms in mid-to late season; height 30"-40"; use in borders or naturalized areas. Requires a well-drained soil; full sun. Leaf spot disease.
- Gaillardia aristata* -Indian Blanket Flower** zone 3 water 0
Native; flowers are a mix of orange, red, and yellow; blooms mid-to late season; height 12"-30"; use for cutting, border or naturalized areas. Tolerant to most soils; full sun.
Few serious problems.

- Heimerocallis* Hybrids -Daylily zone 3 water 1
Multiple flower colors with green, grassy foliage; blooms mid-late season; height 15" - 30"; use for borders or naturalized areas. Tolerant to most soils; partial shade to full sun. Very few problems.
- Stella De Oro* - compact long blooming variety
- Heuchera sanguinea* -Coral Bells zone 4 water 2
Low mounds of distinctive foliage. Leaves in many colors, burgundy, lime green, orange, and variegated. Sun to shade 14" x 14" Topped by airy clusters of small bell like flowers.
- Iberis sempervirens* -Candytuft zone 3 water 2
Forms a mound 6"-12" by 24" with linear, evergreen leaves. White flowers in spring cover the whole plant. Needs full sun and well-drained soils. Best for rock gardens and edging. Should be cut back after blooming to keep full.
- Iris* Hybrids -Iris zone 3 water 1
Multiple flower colors with green, grassy foliage; early blooming; height 6"-48" use for borders and cut flowers. Tolerant to most soils, should be well-drained; full sun. Can be minor problems with borers and rots.
- Linum perenne* -Flax zone 3 water 0
Blue or white flowers with green foliage; blooms in mid-late season; height 12"-24"; use for naturalized areas or borders. Well drained soils, no serious problems.
- Lupinus 'Russell Hybrid'* -Lupine zone 3 water 3 Multiple flower colors with green foliage; blooms in mid-season; height 18"-36"; use in borders. Requires well-drained soils, quite tolerant to other soil factors; partial shade to full sun.
- Monarda didyma* -Bee Balm zone 3 water 3 Multiple flower colors in white/ red/ purple; blooms in mid-late season; height 18"-42"; use in mass plantings and naturalized areas. Full sun to partial shade. Few pests, but may be invasive.
- Narcissus* species -Daffodil zone 3 water 2 Flowers of white, orange, or yellow; blooms early; height 6"-24"; use in mass plantings or naturalized areas. Loam soil; full sun. Best of spring flowering bulbs for naturalizing.
- Nepeta* - Catmint zone 3 water 2 Spreading aromatic herb with gray-green leaves topped with spikes of clustering late spring flowers. Height 24". Width 36". Grows rapidly in rich, moist soils. Mint family.
- Oenothera elata* -Showy Primrose zone 2 water 2 Native primrose with yellow, orange, or red flowers; blooms from July to September; height 24"-48"; use as a border or naturalized areas. Full sun. 15
- Oenothera missouriensis* -Missouri Primrose zone 3 water 1 Yellow, 3"-4" wide blossoms that open in summer evenings. Tolerant of poor soils and full sun. Works well in rock gardens, edges, and raised beds.
- Origanum laevigatum* -'Hepley's Purple' Showy Oregano zone 3 water 0 Useful plants for difficult garden situations. Thrives on dry slopes. Very long lasting purple flowers. 18" H x 12" W. Full Sun

***Papaver orientale* -Oriental Poppy zone 3 water 2**

Red, orange or pink flowers with green foliage; blooms early to mid-season; height 24"-48"; use as border or cut flowers. Needs well-drained soils and partial shade to full sun.

***Penstemon* species -Penstemon zone 2 water 0**

Native group of several species with a wide range of flower colors; blooms in mid-season; height 12"-36"; use as border or naturalized. Requires well-drained soils; full sun. Over irrigation causes root rot.

***Barbatus* (Beardlip Penstemon) is an excellent species.**

***Perovskia* -Russian Sage zone 4 water 0**

Shrubby, aromatic, gray-green sage with pale blue summer flowers. Height and width 24-36". Cut back to 12" after first hard frost in fall or spring.

***Phlox subulata* -Creeping Phlox zone 3 water 1** Purple, pink or white flowers with green foliage form a carpet-like mass of color in the spring; blooms in mid-season; height 3"-9"; use as a rock garden plant or as a ground cover. Needs well drained soils and full sun for best performance.

***Physostegia virginiana* -Obedient Plant zone 3 water 3** Rose-purple or white flowers on spikes to 2'-4' tall. Grows well in full sun or partial shade; may require staking if in fertile soils. An aggressive spreader, it is good for back grounds and cut flowers.

***Rudbeckia columifera* -Prairie Coneflower zone 4 water 1** Native with yellow and purple flower and green foliage; blooms in mid-to late season;

height 12"-20" use in naturalized areas. Needs well-drained soils and full sun.

***Rudbeckia hirta* -Black Eyed Susan/Glorious Daisy zone 3 water 1**

Flowers in shades of red/ yellow with green foliage; blooms mid-to late season; height 24"-36"; use as a border plant. Tolerant of most soils; full sun to partial shade.

Susceptible to mildew and sawfly damage.

***Salvia greggii* -Furman's Red Sage zone 4 water 0-1** Hardy selection of ever blooming sage. 16-24" H x 12-14" W Crimson flowers. Best cut back in spring. Woody perennial. Full sun to partial shade.

***Salvia x superba* -Purple Salvia zone 3 water 1** Dense spikes of violet-blue summer flowers. Tolerate heat and drought. Remove spent flowers to promote second blooming. 16" x 16". Full sun.

***Saponaria ocymoides* -Soap Wort zone 3 water 2**

A 4"-10" trailing plant with a pink flower in late spring. Does well in full sun with well drained, even poor quality soils. Good for rock gardens and stone walls. Should be cut back annually.

***Sedum* species -Sedum zone 4 water 0**

Multiple flower colors with succulent foliage in shades of green to red; blooms early; height 8"-18"; use as ground cover or rock garden plant. Well drained soils and full sun.

***Solidago hybridis* -Goldenrod zone 2 water 2**

Native with yellow flowers and green foliage; height 36"-60"; use in borders or naturalized areas. Requires well-drained soils and partial shade to full sun. Susceptible to rust.

***Stachys byzantina* -Lamb's Ear zone 4 water 1**

Lavender blossom with gray foliage; blooms mid-late season; height 8"-24"; use in border. Does best in well-drained soils and full sun. Used as a ground cover.

***Thymus species* -Thyme zone 3 water 3** Pink, red or white flowers with gray foliage; blooms in mid-season; height 3"-6"; use as a rock garden plant. Tolerant to most soils; requires full sun.

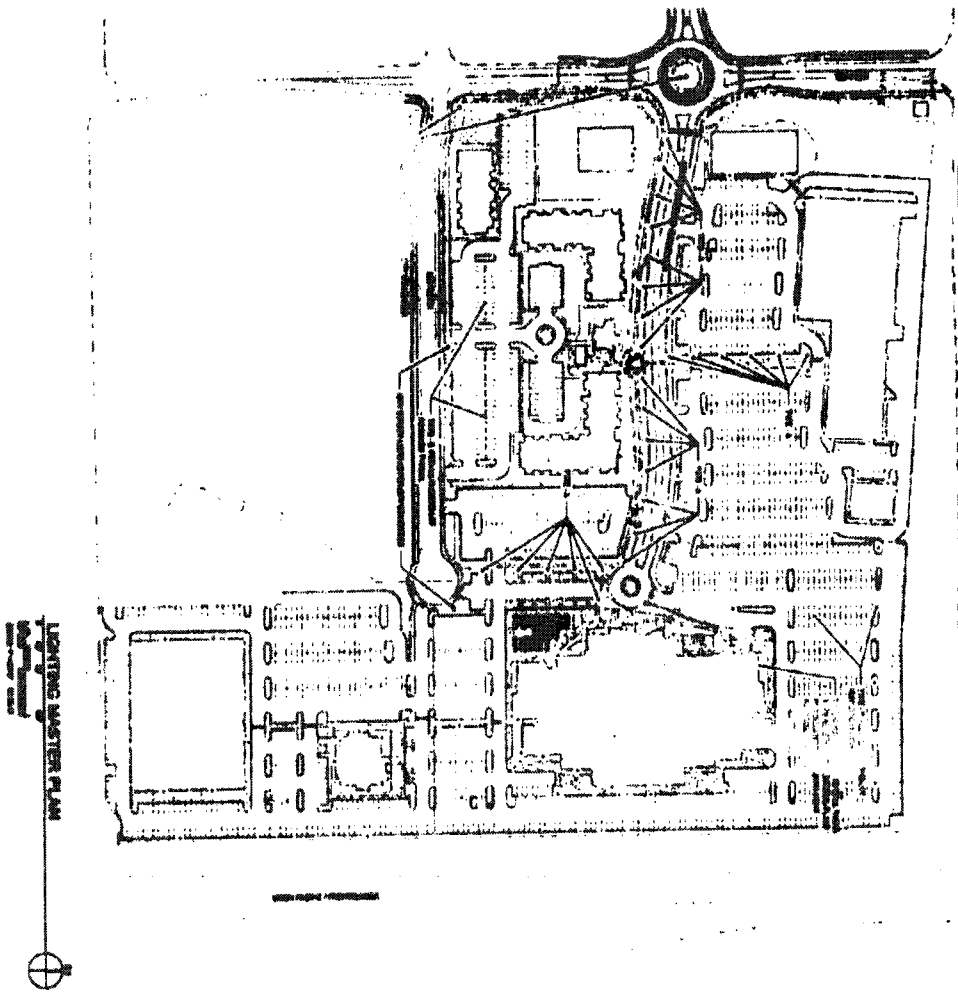
***Veronica spicata* -Spits Speedwell zone 3 water 1** Blue, pink, or red flowers; blooms early to mid-season; height 6"-24"; use in border or rock gardens. Best performance in well-drained loams with partial shade to full sun.

***Vines minor* -Periwinkle zone 4 water 3**

Evergreen groundcover with blue blossoms; blooms early; height 6"-8"; use as a ground cover in full sun to full shade.

Bulbs

- Alliums** - Ornamental Onion zone 4 water 2
Prized for their handsome foliage and spherical purple flowers. Dense rounded 3-4" flower heads held high on strong straight stems. Bloom May-June. Need water during growing season. Blooms last for weeks.
- Anemone blanda** -Green Windflowers zone 5 water 1
Hardy daisy like flowers create a colorful carpet. Height 3-6"
- Chionodoxa** -Early Snow Glories zone 3 water 1
Early blooming Feb-March Height 4-10" Star shaped flower that naturalizes easily.
- Colchicum** -Meadow Saffron/Autumn Crocus zone 4 water
Fall bloomer. Leaves form and die off in summer. Rosy pink goblet shaped flowers rise out of nowhere in Aug-Sept. 6-8" tall
- Crocus** -Snow Crocus zone 3 water 1
Bloom before the Jumbo variety, very hardy, multiply rapidly and bloom early Feb-March. Height 4-6"
- Crocus** -Feltwell Crocus zone 3 water 1
Jumbo sized bulbs height 5-7". Good for naturalizing in grass or woodlands. Bloom late Feb- March
- Hyacinths** -Large Hyacinths zone 4 water 1
Produce large, uniform 6-10" stems lavishly bedecked with fragrant, bell-like florets in early to mid-spring.
- Muscari armeniacum** -Blue Grape Hyacinths zone 3 water 1
Scented flower clusters of rich, cobalt-blue. Makes an excellent under planting for taller bulbs. Multiply rapidly. Height 6-8" Blooms April - May.
- Narcissus** -Hybrid Daffodil zone 3 water 1
Prefer cooler and moister areas of the garden and endure drought in the summer. Deer resistant. Height 6-18" Good for naturalizing
- Narcissus** -Minnnow Daffodils zone 4 water 1
Very small creamy white blooms have a petite contrasting bright yellow cup. Very fragrant with 3-5 blooms on each stem. Height 1-8"
- Puschkinia albertolica** -Early Star-drift zone 3 water 1
Very easy to grow, deer resistant, flowers April-May
- Tulipa hybrids** -Tulip zone 2 water 1
Multiple flower colors and forms with greater vigor, blooms early, height 8"-24"; use naturalized or as a border plant. Must have well-drained soils and full sun for good performance and prevention of bulb rots.



LEGACY CROSSING AT PARRISH LANE
LIGHTING MASTER PLAN
DATE: 10/15/11
SCALE: AS SHOWN

NOTES

LEGACY CROSSING AT PARRISH LANE
LIGHTING MASTER PLAN
DATE: 10/15/11
SCALE: AS SHOWN

LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

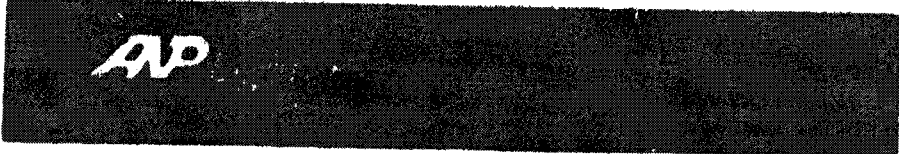
CENTREVILLE
UTAH

LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT
DATE: 10/15/11
SCALE: AS SHOWN

BK 5118 PG 590

F-2

Lighting Exhibits



LA8123-H (Formerly: LA1783-H)
Catalog:

TYPE A

Description:
Pendant w/Segmented Horizontal Reflector

Cast Aluminum Construction w/ Heavy Duty Aluminum
Springs, Rubber Lens
Standard w/air tempered flat glass door assembly and
segmented optics
Horizontal Lamp Placement
Standard w/air tempered flat glass door assembly and
segmented optics
Hinged Head
Dark Sky Compliant

General Specification:
Cast aluminum parts shall be cast from 356 aluminum alloy.
Phosphor medium base 40v pulse rated socket. Typical
hardware will be stainless steel

Available Lens Panels:

Ballast Information:
If required voltage cannot be determined, only the 277v lead
will be pulled out of the fixture. All other line voltage wires will
be left inside the fixture in order to prevent damage to the
ballast due to incorrect power connections

As H.I.D. ballast will be high power factor except as noted.
Typical H.I.D. ballast will be multistep.

Philips Induction System	Available Voltages
Available Temperatures	
2100K	100-120 volts
3000K	200-277 volts
4000K	

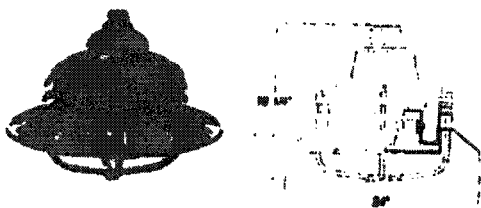
Fluorescent:
Multistep 120 volts - 277 volts electronic

Paint:
Standard Powder Coating Process

A polyester powder coat is used for superior glass and color
retention. -State of the art 20 PSI pressure power wash at
140° incorporates the step ion phosphate process with caustic
and DI water to cleanse and pre-treat the metal surface for
maximum paint adhesion. Electrostatically applied ranging
from feature to smooth glossy polyester powder is applied and
baked at 430° for maximum hardness and exterior durability.

Marine Grade Paint:

For objects exposed to extreme conditions as is found in
coastal regions or industrial atmospheres we offer, at an
additional charge, a highly weather and UV resistant powder
coating that withstands up to 3000 hours of continuous salt
spray and comes with a 5 year warranty. Contact Factory for
additional paint cost and availability.



	WPL (Fluorescent)	HID High Pressure Sodium/Metal Halide	HID High Pressure Sodium/Metal Halide
Max Wattage	300W	42W	170W

	HID High Pressure Sodium/Metal Halide	Induction	Induction
Max Wattage	300W	50W	50W

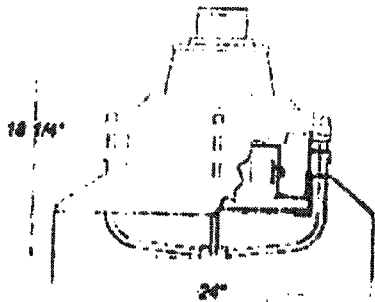
*HID refers to Metal Halide (MH), or High Pressure Sodium (HPS). Please
specify preference

Color plates shown represent finished colors for this product.
If photograph not available in catalog color, color book plate will be shown

40	41	42	43	44	45	46	47
48	49	50	51	52	53	54	55
56	57	58	59	60	61	62	63
64	65						



TYPE A





PA311-1 (Formerly PA126-1)
 Catalog: 12
TYPE F ARM

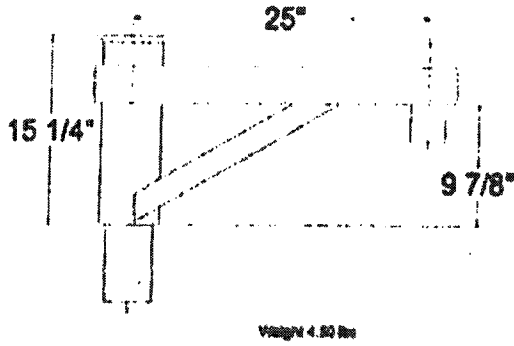
Description:
 1 Arm Post Arm

Center column to match pole design and diameter
 Extruded round and square aluminum tubing
 Add post height measurement to pole for overall height.
 This arm style can accommodate 1 birdhouse
 Add post height measurement to pole for overall height.

Typical Specification:
 Mounts shall be cast from 15% aluminum alloy

Paint:
Standard Powder Coating Process
 A polyester powder coat is used for superior gloss and color retention. State of the art 20 PSI pressure power wash at 140° incorporates five step iron phosphate process with sealer and DI water to cleanse and pre-treat the metal surface for maximum paint adhesion. Electrostatically applied ranging from texture to smooth glossy polyester powder topcoat and baked at 430° for maximum hardness and exterior durability.

Marine Grade Paint:
 For objects exposed to extreme conditions as is found in coastal regions or industrial atmospheres we offer, at an additional charge, a highly weather and UV resistant powder coating that withstands up to 3000 hours of continuous salt spray and comes with a 5 year warranty. Consult Factory for additional paint cost and availability.



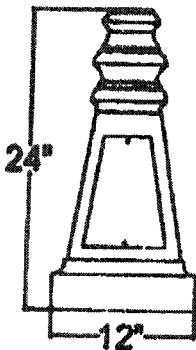
Weight 4.80 lbs

Color plates below represent available colors for this product.
 If photograph not available in selected color, color back plate will be shown.



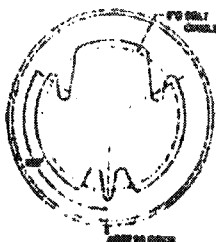
TYPE F
POST

CB2267 (Formerly: CB22)

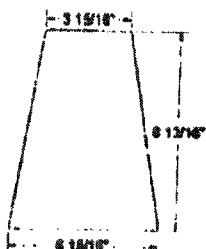


Anchor Bolts 3" Cast Base Weight 22.00 lbs

Bolt Circle Drawing



Clear Size Pattern



Description:
Complete cast aluminum construction

Typical Specification:
Pole bases and base plates shall be cast from 356 aluminum alloy. Round straight or tapered smooth shells shall be seamless extruded 6061-T6 aluminum. Round straight fluted shells shall be extruded 6063-T6 aluminum. Round straight base shells shall be formed from spun seamless 6063 aluminum or 356 cast aluminum.

Anchor Bolts:
Standard anchor bolt sizes are 1/2" x 18" x 4" L bolt and/or 3/4" x 18" x 4" L bolt. Anchor bolts nuts and washer shall be hot dipped galvanized steel. Bolt circle templates will be provided upon request.

Hand Hole:
All poles shall be provided with hand access opening and cover. Hand hole cover shall be secured by (2) stainless steel machine screws (Tamper-proof screws provided upon request.)

Grounding:
All poles shall be provided with aluminum grounding lug integrated to inner wall of shell, 180 degrees to hand hole. Grounding lug will be drilled and tapped to accommodate 1/4-20 stainless steel machine screw.

Paint:
Standard Powder Coating Process
A polyester powder coat is used for excellent gloss and color retention. State of the art 20 PSI pressure power wash at 140° incorporates five step iron phosphate process with sealer and DI water to cleanse and pre-heat the metal surface for maximum paint adhesion. Electrostatically applied ranging from texture to smooth glossy polyester powder topcoat and baked at 400° for maximum hardness and exterior durability.

Marine Grade Paint:
For objects exposed to extreme conditions as is found in coastal regions or industrial atmospheres we offer, at an additional charge, a highly weather and UV resistant powder coating that withstands up to 3000 hours of continuous salt spray and comes with a 5 year warranty. Consult Factory for additional paint details.

Pole Dimensions:
Pole heights, wall thickness, and bases are designed to withstand various luminaires and cross arm configurations. Consult factory for your specific requirements.

Pole Foundation:
AEP does not provide designs or recommendations of foundations for poles.

Color plates below represent available colors for this product.
If photograph not available in selected color, color lock plate will be shown

TYPE B

LITHONIA LIGHTING
FEATURES & SPECIFICATIONS

ENTRANCE HOUSING — Use for parking lots, streets and surrounding areas.

CONSTRUCTION — Heavy gauge die-formed aluminum housing is fabricated using robotic continuous seam-weld process for weather-tight integrity. Integral structural support plate for mounting arm and electrical components ensures rigidity and strength. Milled aluminum door 2.2mm incorporates stainless steel hardware. Continuous silicone gasketing surrounds lens for weather-tight seal. Optional lead-lag hardware is available to minimize vibration and maintenance cost.

Lens — Thru-lens shock resistant tempered glass lens. Choice of contoured drop lens or flat lens is available in standard product.

FINISH — Standard finish is dark bronze corrosion resistant electrochemically applied powder paint. Optional clear anodized aluminum finish is available.

OPTICAL SYSTEM — Flat lens configurations meet full-cutoff criteria (total with 2000 cd/ft² option). Vertical-lamp reflectors are 1-piece spun and formed anodized aluminum. Specialized configurations available for either drop lens or flat lens. Reflectors are independently designed to optimize light output for the lens type. Horizontal-lamp reflectors also available.

ELECTRICAL SYSTEM — All electrical components are mounted to a heavy-gauge plate to minimize heat dissipation and ensure structural integrity for optimal component life. Safety: Constant voltage over-currenter, Metal Halide: Super CWA (probe start kit), 0% efficient and EISA compliant, is required for 175-1000W (SCWA option) for US shipments only. CSA, NEMA or IEC required for probe start shipments outside of U.S. Probe start ballast (SCWA) required for 200W, 210W, 230W, or 300W. Ballast is factory-installed.

Socket: Metal base porcelain socket with copper alloy, nickel-plated screw shell and center contact. Vertically-oriented for types SYM, ASY, and VFA alternatives. Horizontal position selected for types XL, R2 and R1. UL listed 1000V-600V, 60V pilot rated. Reflectors are rotatable and interchangeable.

INSTALLATION — Extruded aluminum arm with integral splice component. Standard arm is 9' in length. 12' arm is required for fixtures mounted at 50' ALuminum Size for 4' to 6' OD poles.

LIFETIME — UL Listed to US and Canadian safety standards (see Optional NEMA Certified). UL Listed for 25°C ambient and wet locations. Optic chamber IP68 rated.

NOTE: Specifications subject to change without notice.

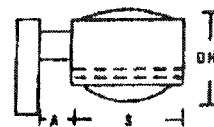
Catalog # KVF2	
KVF 1000M ASYDL TB SPO8	
Notes	Type P2



Area Lighting
KVF2

METAL HALIDE: 175-1000W
HIGH PRESSURE SODIUM: 250-1000W
20' to 40' Mounting

Specific data
Square: 21.8 (84.8)
Flat lens height: 14.0 (35.5)
Drop lens height: 17.0 (43.2)
Accessories
EPA: 7.8 M² (8.2m²) (includes arm)
*Weight: 33 lbs (14 kg)
Options
EPA: 7.8 M² (8.2m²)
Weight: 42 lbs (19 kg)
Overall height: 22.7 (57.9)
*Weight as configured is example below
All dimensions are inches (centimeters) unless otherwise specified.



Representative of the sub-based systems (NEMA) option

Mounting	D-Box
Ballast	Luminaire
SPAA, RPA, BA, ZP	5
WBA, DA, YAB	6
WYB	7

ORDERING INFORMATION

For shortest lead times, configure product using standard options (shown in bold).
Example: KVF2 400M SYMDL TB SCWA SPO8 LPI

KVF2	1000M	ASYDL	TB	SPO8	Options	Lamp*
Series	Series	Series	Series	Series	Series	Series
KVF2	KVF2	KVF2	KVF2	KVF2	KVF2	LPI Lamp included L/P Lens Lamp
Mounting	Mounting	Mounting	Mounting	Mounting	Mounting	Mounting
SYM	ASY	VFA	XL	R2	R1	CR
Ballast	Ballast	Ballast	Ballast	Ballast	Ballast	Ballast
SCWA	SCWA	SCWA	SCWA	SCWA	SCWA	SCWA
Socket	Socket	Socket	Socket	Socket	Socket	Socket
1000V	1000V	1000V	1000V	1000V	1000V	1000V
Finish	Finish	Finish	Finish	Finish	Finish	Finish
BRN	BRN	BRN	BRN	BRN	BRN	BRN
Arm	Arm	Arm	Arm	Arm	Arm	Arm
9'	9'	9'	9'	9'	9'	9'
Reflector	Reflector	Reflector	Reflector	Reflector	Reflector	Reflector
FL	FL	FL	FL	FL	FL	FL
Lighting	Lighting	Lighting	Lighting	Lighting	Lighting	Lighting
175-1000W	175-1000W	175-1000W	175-1000W	175-1000W	175-1000W	175-1000W
Accessories	Accessories	Accessories	Accessories	Accessories	Accessories	Accessories
None	None	None	None	None	None	None

Notes:

1. Must be ordered with SCWA
2. Use reduced junction temp
3. Not available with SCWA
4. Available in vertical lamp orientation only for ballast only. Horizontal orientation on 20' or 40' pole.
5. Available in ASYDL, SYMDL or VFA. Standard 2000 temp
6. For drop lens, specify DL. For flat lens, specify FL. Standard (SCWA) or RPL.
7. Not available with 1000V or pole top.
8. Must specify SYM for use in Canada.
9. Optional arm top ballast (100, 200, 240, 270, 300, 375, 24V in Canada).
10. Consult factory for available voltages.
11. 12" pole required when lens or more luminaires are ordered on a 10' pole system.
12. Ship separately.
13. Not available with TB. Must specify voltage.
14. Standard aluminum average lamp included.
15. Ship to option as is customary.
16. Use standard, non-reflective for additional color options.
17. Lens is optional.
18. Lens must be 12"
19. Specify 2000.
20. Use 1000V-600V for required reflector.
21. 2000V ballast only.
22. These voltages do not comply with California Title 20 regulations.
23. These voltages require the NSQC option to be chosen for shipment to California for Title 20 compliance. 2000V NSQC is not available to 20' or 40'.

Accessories: Tension Mounting Studs*

Tension Stud	Qty	1000V-600V	1000V-600V	1000V-600V	1000V-600V	1000V-600V	1000V-600V
1-10" (10)	120-150	120-150	120-150	120-150	120-150	120-150	120-150
1-12" (12)	120-150	120-150	120-150	120-150	120-150	120-150	120-150
4" (4)	120-150	120-150	120-150	120-150	120-150	120-150	120-150
KVF2100	Vertical pole*						
KVF2100	External hoods/shield*						
KVF2100	External hoods/shield, black*						

BK 5118 PG 506

TYPE B



FEATURES & SPECIFICATIONS

CONSTRUCTION — Veri-able grade hot-rolled, commercial quality carbon steel tubing with a minimum yield of 50,000 psi, uniform wall thickness of 11-gauge (0.1191") or 7-gauge (0.175"). Shafts are one-piece construction with a full-length longitudinal high-tensure electric resistance weld. Flares in cross-section having a uniform taper of approximately .14" per foot.

Anchor base is fabricated from hot-rolled carbon steel plate that conforms to ASTM A36 and meets or exceeds a minimum yield of 30,000 psi. Base plate and shaft are integrally formed up and back.

Hexagonal reinforced handle having rounded dimensions of 2 x 5" for 3.5' shaft and oval shaped 4 x 8.5" for all other shafts. Cover with attachment screws included. Handhole is tapered 18" above the base.

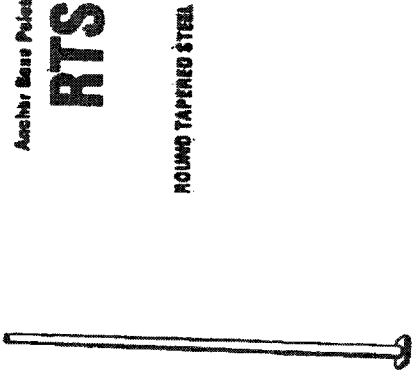
Weave-wrap, removable top cap provided with all 48-ounce poles. Fasteners are high-strength galvanized, zinc-plated or stainless steel.

FINISH — Must specify finish.

COATING — Provision located inside knothole rim. Grounding hardware is not included (furnished by others).

ANCHOR BOLTS — Top portion of anchor bolt is specified per ASTM A-193. Made of steel and having a minimum yield strength of 35,000 psi.

Company Number RTS	RTS 19748 DM19	Type POLE
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Anchor Base Poles

RTS

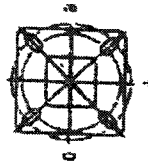
ROUND TAPERED STEEL

ORDERING INFORMATION Lead times will vary depending on options selected. Consult with your sales representative.

Example: RTS 30 6-68 DM19 008

RTS	39	7-68	DM19	Finish
Series RTS	Nominal shaft mounting height 29 - 30 feet (see back page)	Nominal shaft base size/oval thickness (See back page)	Neutral ¹	Standard colors
			Zinc-primed ²	
	P1 Open top T29 2-3/8" O.D. (2" NPS) ¹			008 Dark bronze
	T25 2-7/8" O.D. (2-1/2" NPS) ¹			D1VN White
	T30 3-1/2" O.D. (2" NPS) ¹			00L Black
	T35 4" O.D. (2-1/2" NPS) ¹			00M Medium bronze
	DM19 1 at 90°			00A Marini aluminum
	DM20 2 at 180°			00LV Silver brushed finish
	DM28PL 2 at 180° with 800 plugged side			00S Sandstone
	DM32 3 at 120°			00C Charcoal gray
	DM35 3 at 90°			01G Yarnis green
	DM49 4 at 90°			00R Bright red
	AESN ³ DM60m, DM18			00B Steel blue
				Acid-resistant ⁴ finishes (see back page)

HANDHOLE ORIENTATION



Handhole

- IMPORTANT INSTALLATION NOTES:**
- Do not erect poles without taking shoring measures.
 - Factory-installed handholes must be used when loading anchor bolts. Handholes will not accept stakes for correct exchange dimensions due to failure in sets Lithonia Lighting factory template.
 - If poles are erected outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage.

- NOTES:**
- When ordering use mounting and lead times for the same pole, unless otherwise specified. The standard includes a required extra handhole.
 - RTS with RTS 39-68, RTS 30-68, RTS 33-68, RTS 30-75 becomes pole top in the shaft.
 - The drilling template to be used for 6 particular locations depends on the mounting height to be used. Refer to the Technical Data Section of the Anchor Base for drilling instructions.
 - Drilling locations and dimensions when ordering options.
 - For 39' Y: Specify the height to rise above base of pole.
For 30' Y: Specify the height to rise above base of pole.
For 30' Y: Specify the height to rise above base of pole.
For 30' Y: Specify the height to rise above base of pole.
 - Handhole in RT 7-68 DM 18 must be drilled.
 - Combination of shaft-top and 48" pole standard.
 - Mount 3" x 7" to disconnect frames after 30' standard.
 - Additional colors available. See manufacturer's literature or Anchor Base Order Form for 70-8. Pre-test field stand list.

TYPE C



FEATURES & SPECIFICATIONS

INTENDED USE — Outdoor storage areas, warehouse and factory perimeters, and loading docks.

CONSTRUCTION — Rugged, corrosion-resistant, die-cast aluminum. Corrosion-resistant exterior hardware includes stainless steel hex-head fasteners.

FINISH — Standard finish is electrochemically applied, over-cured, dark bronze (DBZ) corrosion-resistant polymer powder paint.

OPTICAL SYSTEM — Reflector is specular anodized aluminum. Refractor is polycarbonate. Optics glass/ACI is sealed and guaranteed to hold the contents of a single cordless run.

ELECTRICAL SYSTEM — Blocks of components are mounted in integral front cover that includes primary and secondary electrical connections.

Output: High pressure sodium 75-100W in high resistance, high power factor. Constant voltage autotransformer for 200-400W. Metal halide: 70-100W in high resistance, high power factor and is standard with auto-start (pat. pending). "SCWA" not required. Constant voltage autotransformer for 175-400W. Super CWA (pat. pending), 80% efficient and EISA legislation compliant, is required for metal halide 151-400W (SCWA option) for US shipments only. CSA, NOM or INTL required for probe start shipments outside of the US. Probe start halide (SCWA) required for 200W, 320W, or 350W. Ballast is 100% factory tested.

Socket: Paralelax, horizontally oriented, single-ended bayonet base socket for 25W low pressure sodium; medium base socket for 70-100W; and mogul base socket for 175W and above, with copper alloy, ribbed-plated screw threads; center contact. UL listed 1500V, 600V.

INSTALLATION — Each housing is separated from front housing, eliminating ballast weight and promoting easy handling. Top 3/4" threaded wiring access. Back access through removable 3/4" knockout. Front-throw wiring can be achieved by using a conductor box. Mount on any vertical surface. Not recommended in applications where a spray of steam or water can come in direct contact with glass lens.

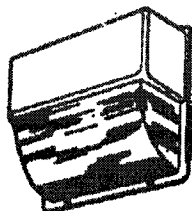
LISTING — UL Listed (standard), CSA or NOM Certified (see Options). UL listed for 25°C ambient and suitable for wet locations. IP65 rated (20W and below) or IP54 rated (400W and) in accordance with IEC Standard 529.

Specifications subject to change without notice.

Caseing Number	TWH 100M TB SCWA	
Series		Type W1

Wall-Packs

TWH



METAL HALIDE

70W -- 400W

HIGH PRESSURE SODIUM

70W -- 400W

LOW PRESSURE SODIUM

35W

8' to 25' Mounting

Specifications

Height: 18-3/4" (47.6cm)

Width: 18-1/4" (42.5cm)

Depth: 8" (20.3cm)

*Weight: 29.95 (13.5kg)

*Weight as configured in example below.

ORDERING INFORMATION

For shortest lead times, configure product using standard options (shown in bold).

Example: TWH 100M TB LPI

TWH	250M	75	SCWA	Options	Finish ²	Lamp ¹¹
Series		Voltage ¹	Ballast			
TWH		125 200 ¹ 240 ¹ 277 347 400 ¹ 70 ¹ 230/50/60/2 ¹	(Mark) Magnetic ballast CWI Constant voltage isolated SCWA Super CWA ballast	Shipped, installed in fixture: SF Single fuse (130, 217, 347V) DF Double fuse (200, 240, 400V) EC Emergency circuit ¹ CRS Circuit, rewire system ¹ ORSTD Quartz, wiring with time delay ¹ PE Photoelectric opt. - button type ¹¹ PER NEMA twist-lock receptacle ¹ FS Full shield TP Tamper proof screws CSA Listed and labeled to comply with Canadian Standards NOM NOM Certified (consult factory) INTL Available for MH probe start shipping outside the U.S. REGCI California Title 20 effective 1/1/2010	(Mark) Dark bronze DBZ Natural aluminum DBL Black DMB Medium bronze DWH White CR Enhanced corrosion resistance CRT Non-stick protective coating ¹	LPI Lamp included LPL Less lamp
Wiring						
Low Voltage Ballast ¹	Ballast					
34	70W ¹					
High Voltage Ballast ¹	100W ¹ 150W ¹ 175W ¹ 200W ¹ 250W ¹ 320W ¹ 350W ¹ 400W ¹ Circuit Ballast					
70S	70W ¹					
100S	100W ¹					
150S	150W ¹					
200S	200W ¹					
250S	250W ¹					
400S	400W ¹					

NOTES:

- 1 Not available with DBZ.
- 2 Operating 200V lamp.
- 3 Not available with DBZ.
- 4 Used in option with SCWA.
- 5 Requires T-10, ED or GFI rated jacket lamp.
- 6 Must specify ODF for use in Canada.
- 7 Optional dual-fuse ballast (200, 240, 340, 347V) in Canada (130, 217, 347V).
- 8 Consult factory for available voltages.
- 9 Also available with 1" NPT.
- 10 Not available with 1" NPT.
- 11 Photoelectric not included.

- 10 May be ordered as an accessory.
- 11 See www.lithonia.com/catalogs for additional color options.
- 11 Black brass only.
- 11 Must be specified.
- 12 Requires field modification when ordered as an accessory.

- 11 These voltages do not comply with California Title 20 requirements.
- 12 These voltages require the REGCI option to be chosen for shipment into California for Title 20 compliance. REGCI is not available in 347 or 400V.

ACCESSORIES

- Order as separate casing number.
- TWHVQ Vandal guard¹²
 - TWHWQ Wire guard¹²

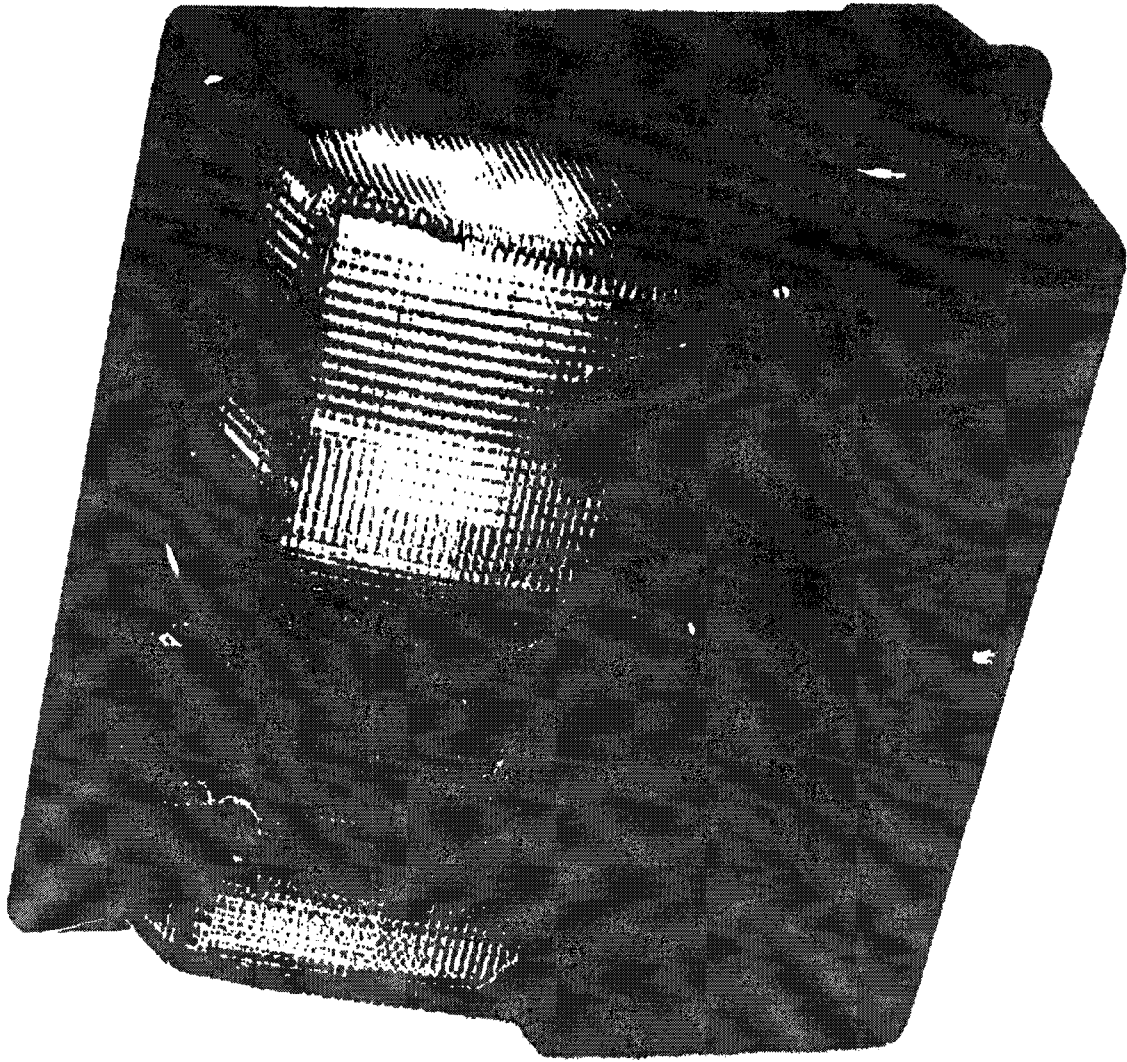
Outdoor

Sheet #: TWH-AM-S-1

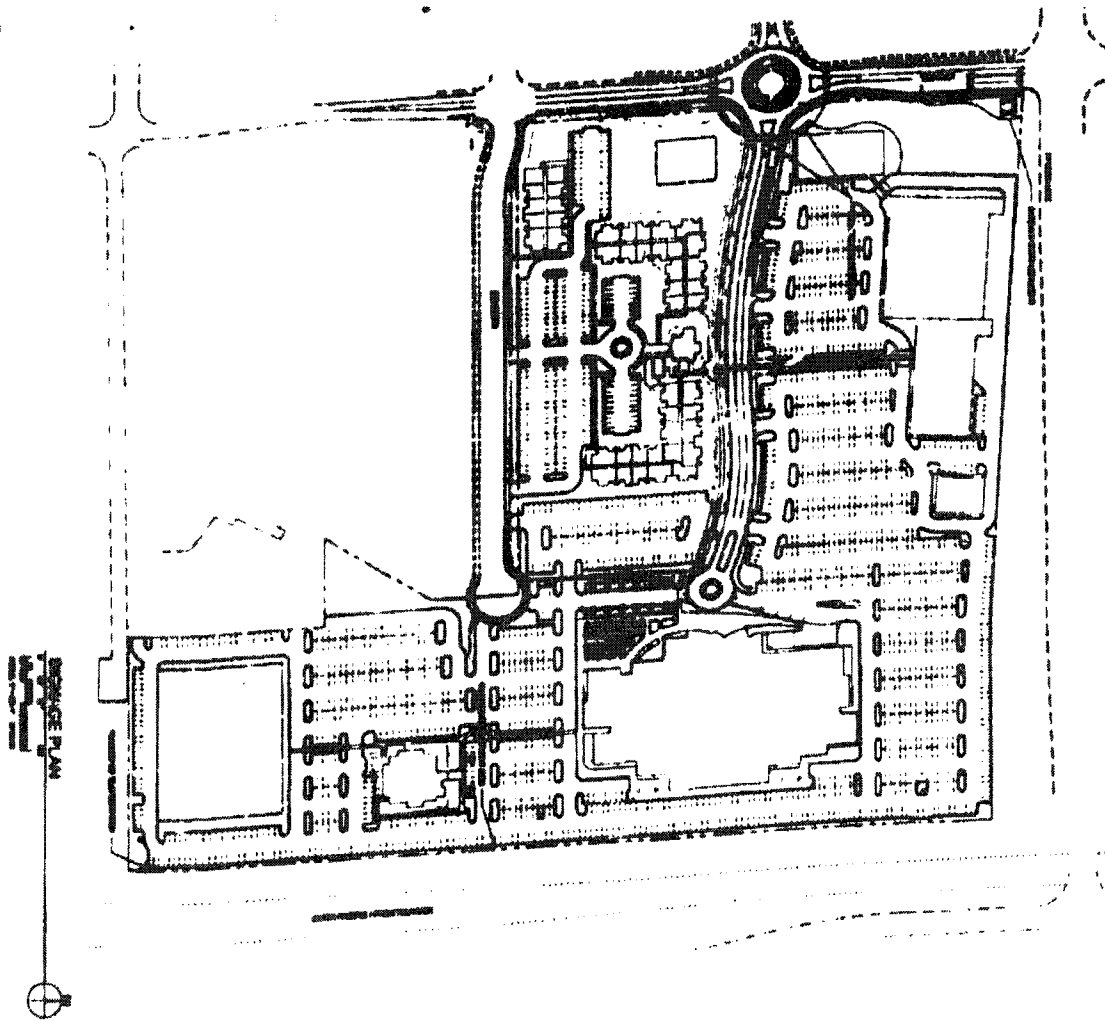
BM-200

BK 51 G 508

TYPE C



BK 5118 PG 509



LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

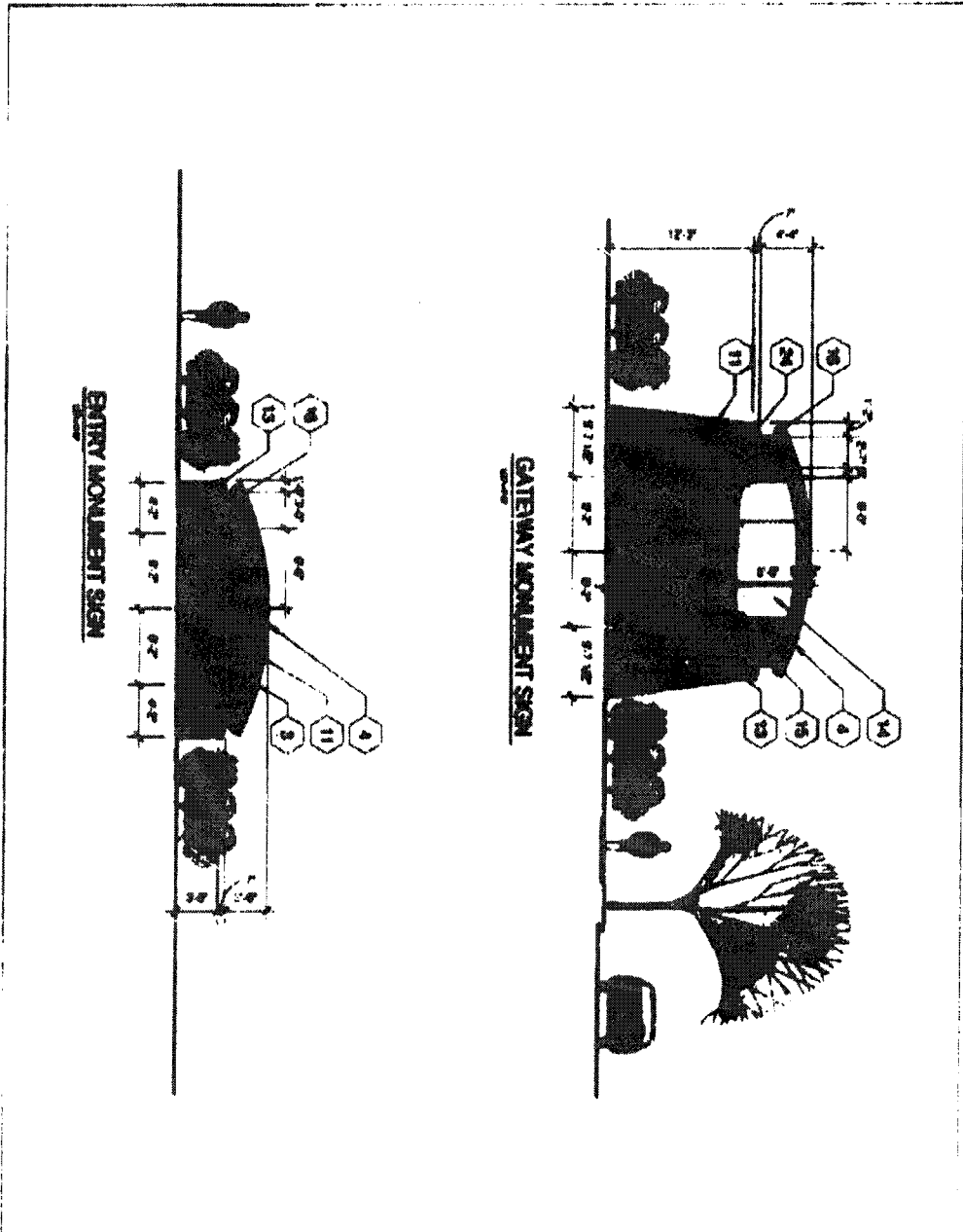
G-1

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

CENTERVILLE
UTAH

NOTES



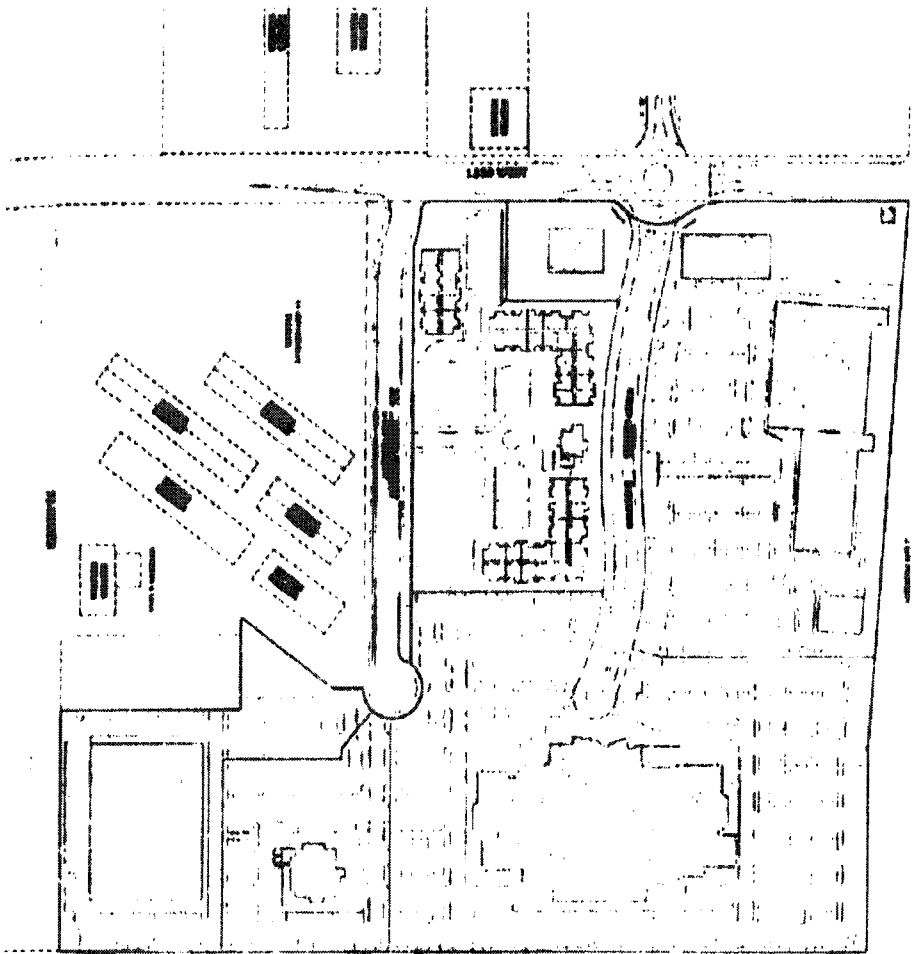


REFERENCE NOTES

1. SEE SIGN SPECIFICATIONS
2. SEE SIGN SPECIFICATIONS
3. SEE SIGN SPECIFICATIONS
4. SEE SIGN SPECIFICATIONS
5. SEE SIGN SPECIFICATIONS
6. SEE SIGN SPECIFICATIONS
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12. SEE SIGN SPECIFICATIONS
13. SEE SIGN SPECIFICATIONS
14. SEE SIGN SPECIFICATIONS

NOTE

ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.



WEST PORTER PARKING / FRONT STREET

ADDITIONAL MARKS 01 1

ADDITIONAL MARKS 02

ADDITIONAL MARKS 03



**LEGACY CROSSING
AT PARKER LANE**
 1500 WEST STREET
 OREM, UT, 84401

BK 5118 PG 602

H-2

Cross Access Agreement

When recorded return to:

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

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

This Declaration of Parking and Cross-Access Easement and Other Easements and Restrictions Affecting Land (the "Declaration") is made as of this 27 day of April, 2010, by **PARRISH LAND HOLDINGS, LLC**, a Utah limited liability company, and **LEGACY CROSSING LLC**, a Utah limited liability company (collectively referred to herein as "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of that 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").

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.

WHEREAS, Declarant wishes to impose 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.

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 this Declaration.

DECLARATIONS

1. Accuracy of Recitals. Declarant hereby acknowledges the accuracy of the Recitals which are incorporated herein by this reference.

2. Common Areas. Common Areas for purposes of this Declaration means those portions of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 which are not from time to time improved with building or structural improvements.

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, 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 _____, 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, Lot 4, or Lot 6 onto, over, across or through Lot 5.

4. Utility and Service Easements. Declarant, as grantor, hereby establishes for the benefit of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 and the owners of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 a non-exclusive easement over the Common Areas on, across and under the Common Areas to install, use, maintain and repair utility services and distribution systems. The party installing any such utility shall use reasonable efforts to cause the installation of such lines prior to paving of the Common Areas. Any such installed utility services may be requested to be relocated by the owner of the lot over which they are located subject to compliance with applicable laws, at the expense of the requesting lot owner, provided that such relocation shall not interfere with, increase the cost of or diminish utility services for any of the other lots.

5. Water Flow Easements. Declarant hereby establishes a nonexclusive easement in favor of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 and the owners of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 for the use, maintenance and repair of stormwater drainage system, together with the right to discharge surface water runoff onto detention facilities which are located on or within the Property. The location of any stormwater drainage facilities located on or within the Property shall comply with Centerville City Ordinances and applicable terms and conditions of the Development Agreement.

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, 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, Lot 4, or Lot 6 onto, over, across or through Lot 5. 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.

7. Modification. This Declaration may be modified by an instrument executed by the owners of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 provided however, in no event may this Declaration be modified in a fashion which is inconsistent with the approved site plans (as amended from time to time) on record with the City of Centerville, and the Development Agreement. Any such modifications may require amendment to approved site plans and/or the Development Agreement and shall comply with applicable Centerville City Ordinances.

8. Binding Effect. This Declaration 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 Declaration shall inure to the benefit and be binding upon every part of the Property and every interest therein.

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

10. Subordination. This Declaration 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.

Perrish Land Holdings, LLC, a Utah Limited Liability Corporation

By: [Signature]
Its Managing Member

State of Utah

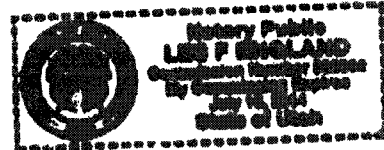
County of Davis

The foregoing instrument was acknowledged before me this 15th day of September, 2010 by Craig M. Ogden, the managing member on behalf of the corporation.

(Notary and Expiration Date)

7-18-14

[Signature]
Notary Public



Legacy Crossing LLC, a Utah Limited Liability Corporation

By: [Signature]
Its Managing Member

Danny C. Bickelstein member
Danny C. Bickelstein

State of Utah

County of Davis

The foregoing instrument was acknowledged before me this 27th day of September, 2010 by Kevin B. Berra and Danny C. Bickelstein the managing member on behalf of the corporation.

(Seal and Expiration Date)

[Signature]
Notary Public



Approved for Recording:

[Signature]
County Clerk

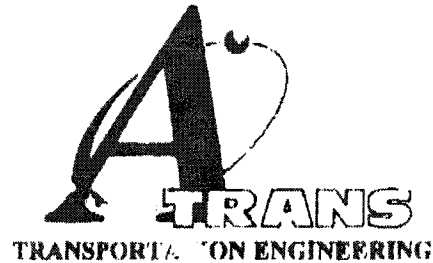
BK 5118 PG 607

I

Traffic Mitigation Summary

August 2, 2010

Centerville
250 North Main Street
Centerville, UT 84014



Re: Summary of Legacy Crossing Circulation Study

Below are the summary of the findings for the Legacy Crossing Circulation Study.

Study Recommendations

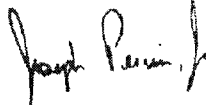
- 1250 West needs to have a center turn lane constructed from Parrish Lane to Legacy Crossing and then proper tapers from Legacy Crossing to the south to tie back to the 26 foot cross-section if a T-intersection is built. The Roundabout in Phase I is still the preferred intersection control for delay, queue and future site impact of building a roundabout after the commercial area opens.
- 200 North needs to be a minimum of 26 feet of asphalt and needs to align in Phase I as we do believe it will be utilized. Two possible win-win ideas for 200 North are discussed but it will require the City to consider a variance not only on the cul-de-sac but also half road ordinance. A 26-foot roadway in the proper location is preferred over the wasteful partial shoulder improvements with the need to completely rebuild the roadway in the future. It is always preferred to complete the major roadway improvements before you put traffic on the roads and then attempt to control it through work zones.
- "No Parking" is recommended on 200 North and Legacy Crossing.
- The Minor Collector Street with a 60-foot cross-section provides sufficient flexibility to accommodate the future needs for the area. Therefore, the 20-foot landscaping to the north should not be needed for roadway functions. Also, as this is the truck circulation route, radii should be increased to accommodate the truck. The site civil should provide a truck turning template for the truck circulation of the site to ensure proper radius sizing.
- A roundabout at 1250 West and Legacy Crossing has been recommended because it provides the best operational characteristics for controlling the intersection. A two-way stop will require all commercial traffic exiting the site to stop regardless of traffic on 1250 West and therefore will lead to queuing and delays. It was asked if a roundabout is needed and the answer is No it is not required but as the development grows, we expect delays at high as over 1 minute to exit the site increasing on Saturdays and holidays.
- While the typical queue will be a couple cars for Phase I, during movie exiting times, we would expect for 5-10 minutes a queue pulse of 6-10 vehicles at Legacy Crossing and therefore some vehicles will divert to 200 North and that is why the alignment is recommended in Phase I.
- While it is unlikely the signal at Parrish and 1250 West will officially meet one of the MUTCD Signal Warrants, it should be requested that UDOT review the intersection for warrants once the theatres are opened. It is likely that an increase in accidents will be

BK 5118 PG 609

experienced at the intersection and delay for southbound left turn vehicles will increase. It's recommended that Centerville review the accidents at this intersection since Legacy opened.

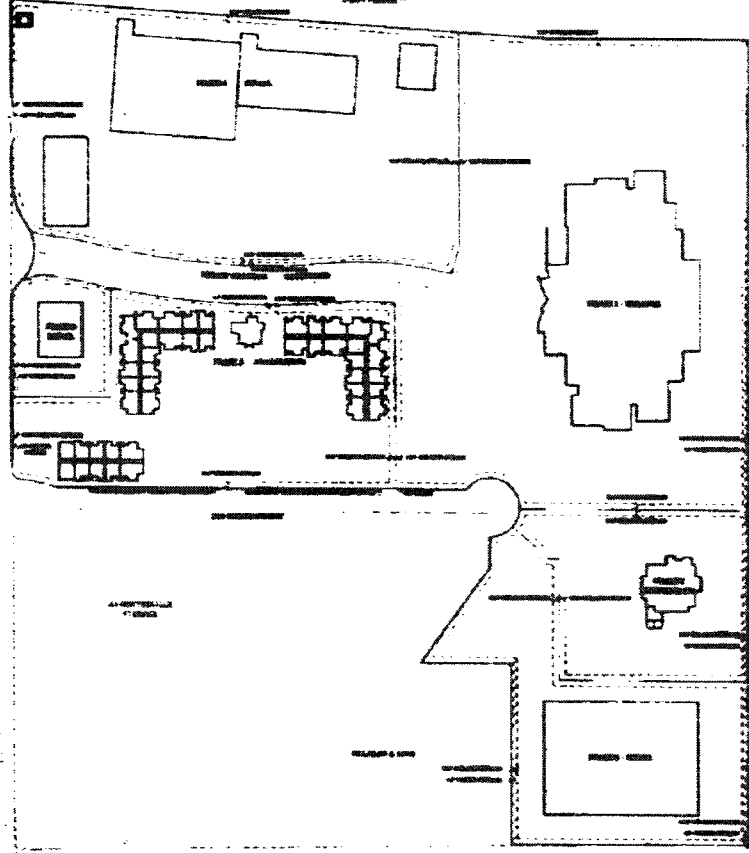
Please contact me with any questions.

Sincerely,
A-Trans Engineering



Joseph Perrin, PhD, PE, PTOE
Principal

BK 5118 PG 610



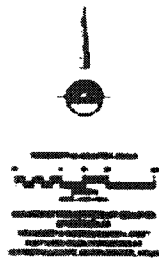
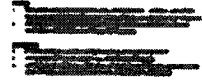
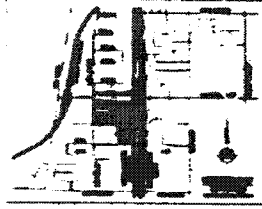
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UNIVERSITY PARK / PERRY PARK

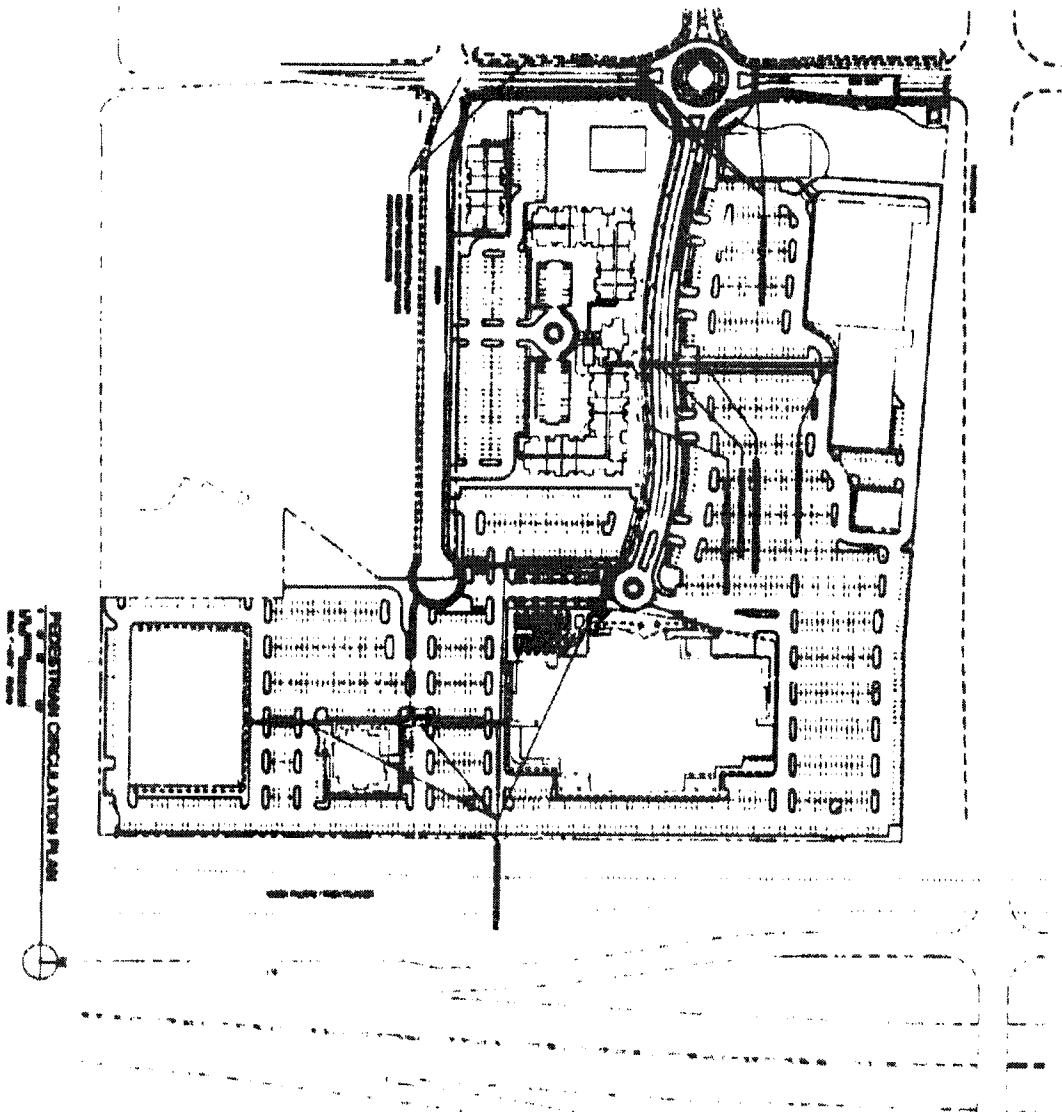
OFFICE BUILDING 111

RECREATION CENTER 112

RECREATION CENTER 113



**LEGACY CROSSING
AT PARRISH LAKE**
1200 WEST STREET
CANTONVILLE CITY, TEXAS



RESIDENTIAL CIRCULATION PLAN
DATE: 10/15/11
SCALE: 1/8" = 1'-0"

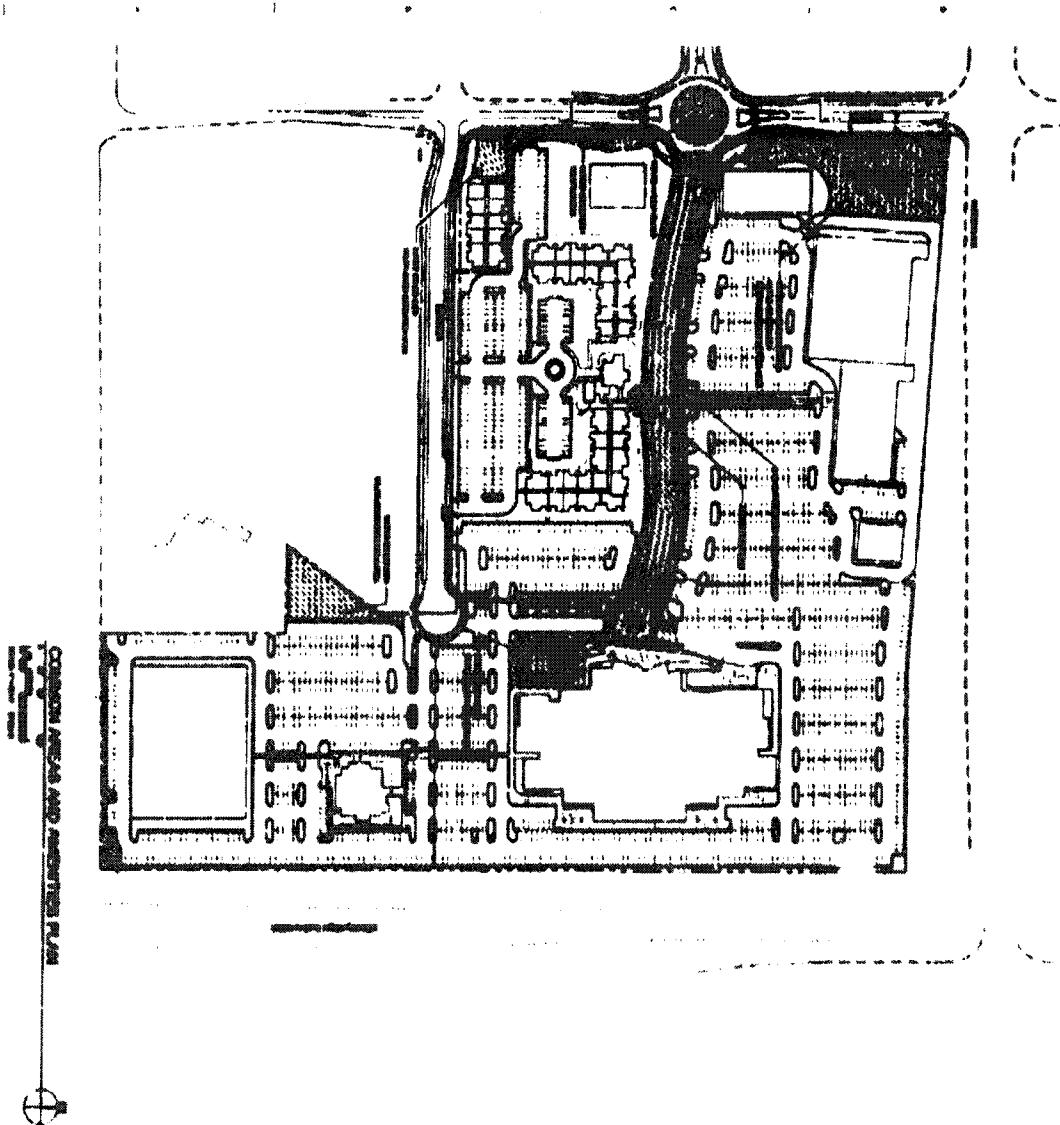
NOTES
1. SEE SHEET BK 5118 PG 610 FOR LEGEND
2. SEE SHEET BK 5118 PG 612 FOR LEGEND

X
RESIDENTIAL CIRCULATION PLAN
DATE: 10/15/11
SCALE: 1/8" = 1'-0"

LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

CENTERVILLE
UTAH

RESIDENTIAL CIRCULATION PLAN
DATE: 10/15/11
SCALE: 1/8" = 1'-0"

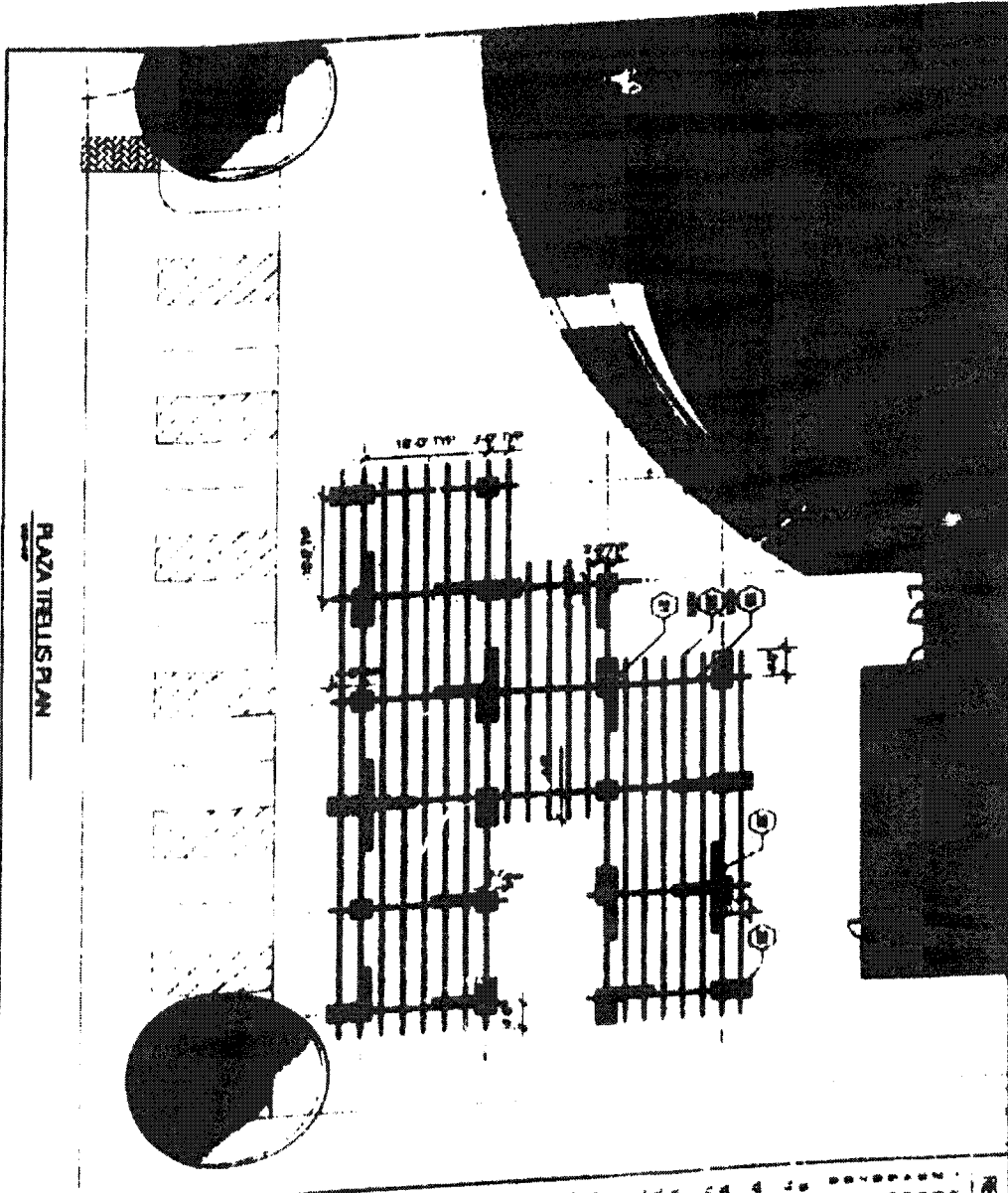


COMMON AREAS AND ASSOCIATED PLAN

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

CENTERVILLE
UTAH





PLAZA TIBELIS PLAN

REFERENCE NOTES

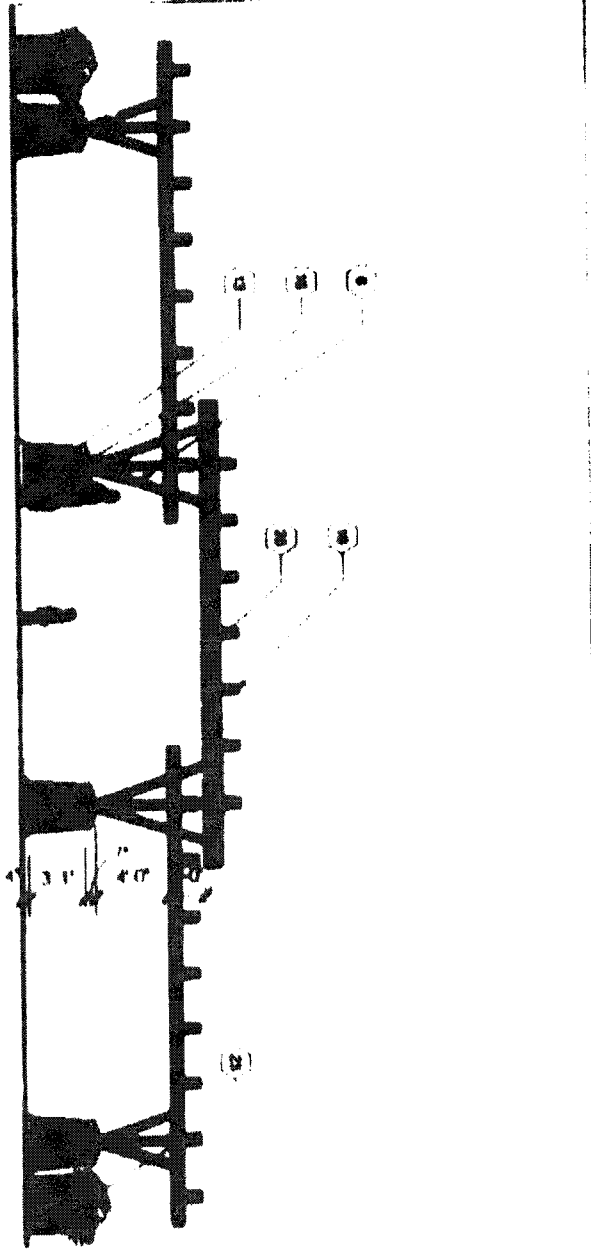
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NOTE

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED

ARCHITECTURAL DESIGN GUIDELINES
 LOCAL CROSSING TO THE CITY CENTER

12
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PLAZA TRELLIS ELEVATION

REFERENCE NOTES

- 1. SEE PLAN FOR LOCATION
- 2. SEE SECTION FOR DETAILS
- 3. SEE SECTION FOR DETAILS
- 4. SEE SECTION FOR DETAILS
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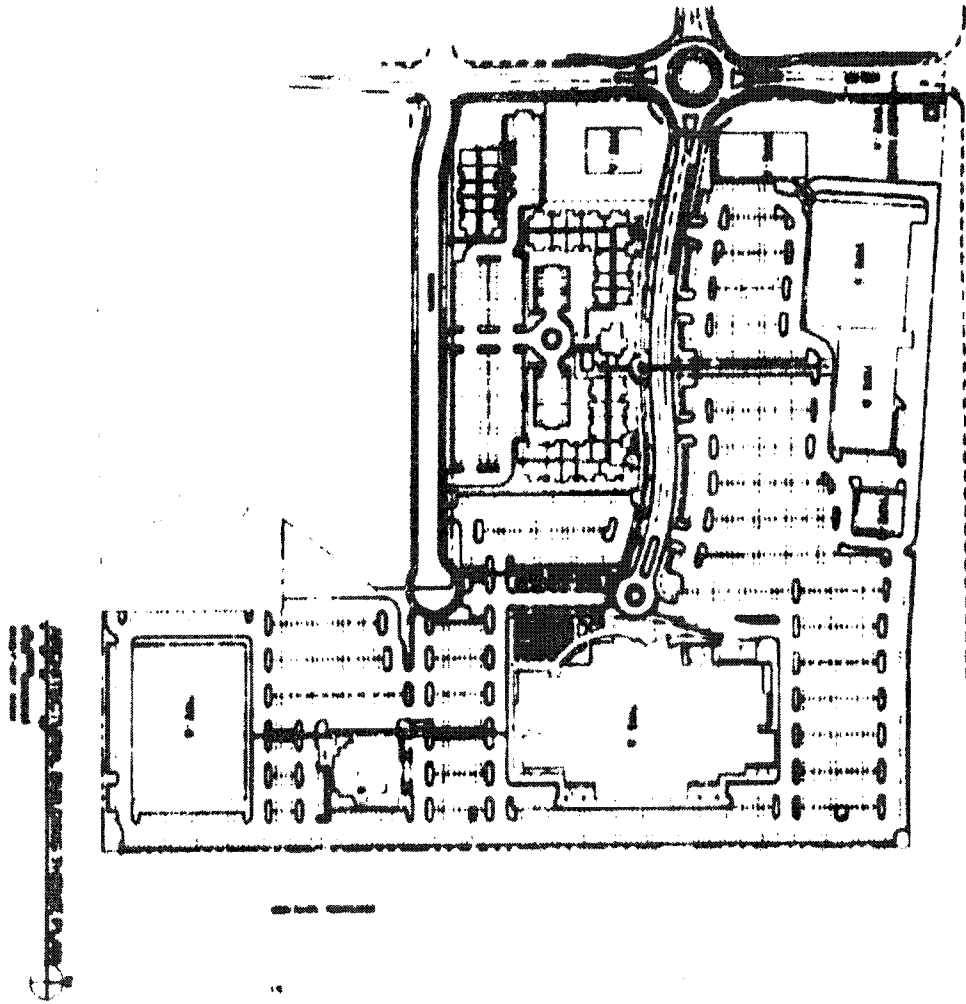
ARCHITECTURAL DESIGN SERVICES
10000 CRENSHAW BOULEVARD, SUITE 1000, CHICAGO, IL 60619

NOT

ALL DIMENSIONS TO FACE UNLESS
OTHERWISE SPECIFIED
SEE PLAN FOR DETAILS

L-3

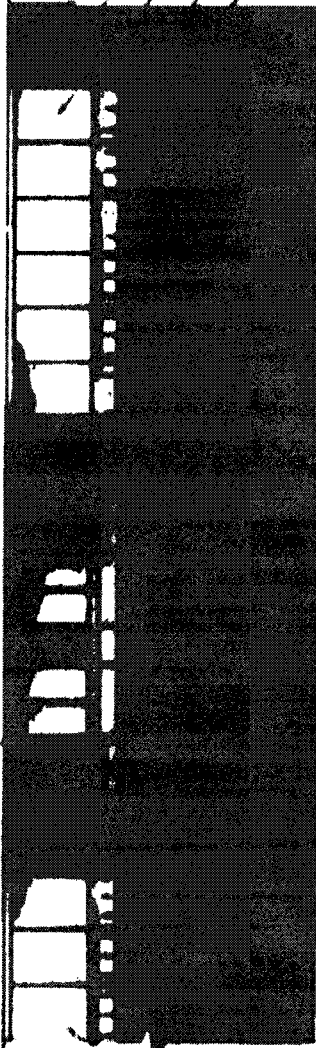
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LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

CENTREVILLE
UTAH

① ② ③ ④



②

FOCAL POINT FACADE FOR JARCE RETAIL SPACE

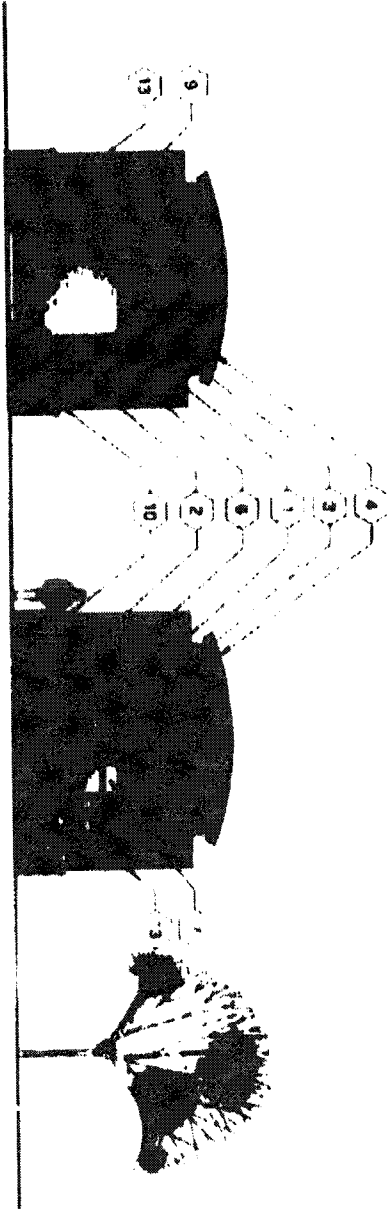
RENDERING OF THE FACADE FOR JARCE RETAIL SPACE

DATE: 10/1/01
BY: [illegible]

14-
1/2001

RENDERING OF THE FACADE FOR JARCE RETAIL SPACE

14-
1/2001



CORNER FACADE @ BUILDINGS EACH SIDE OF COMMERCE DR

REFERENCE NOTES

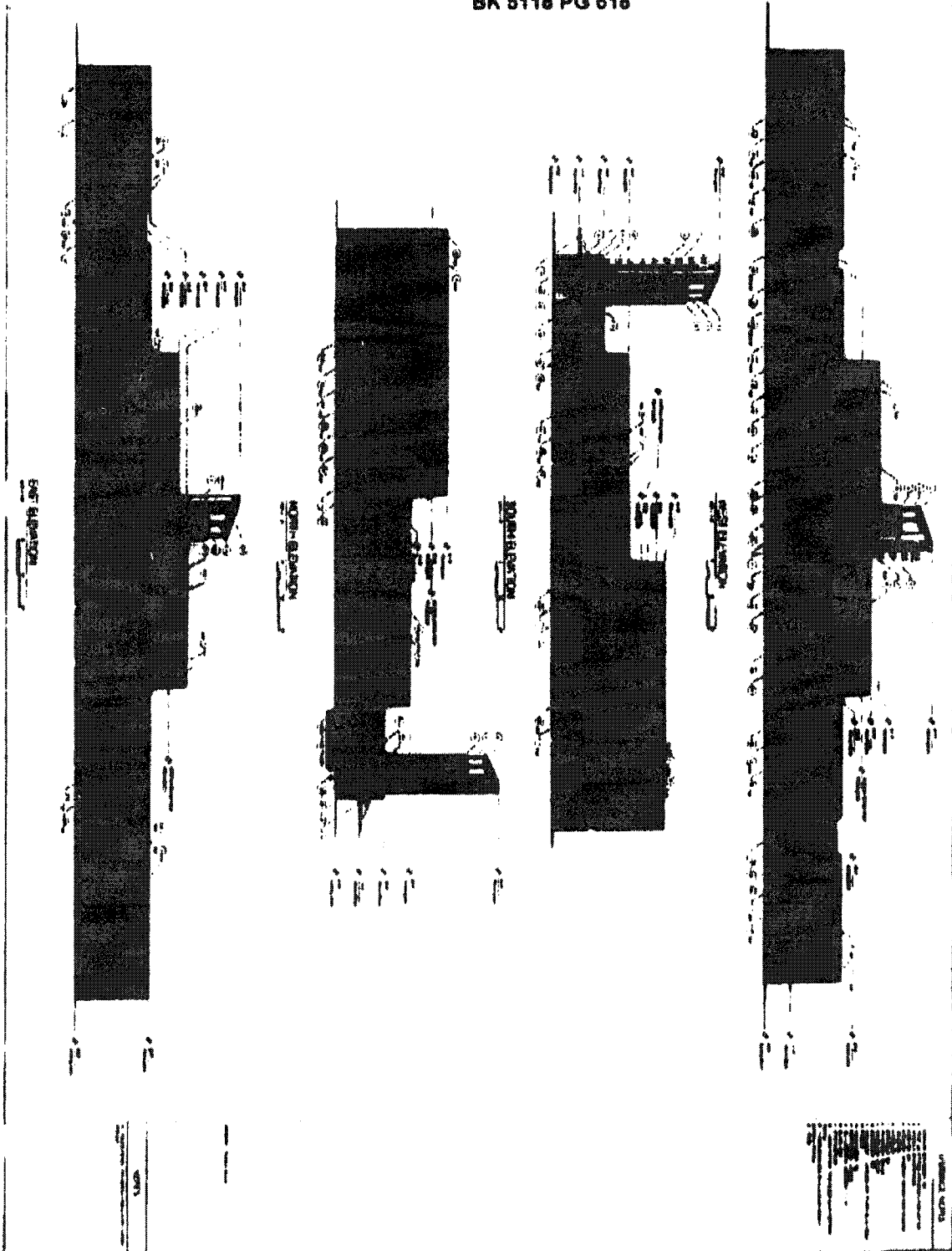
- 1 METAL ROOF CURVE
- 2 1/2" IS
- 3 SALAD
- 4 METAL ROOF
- 5 METAL CURVE
- 6 STEEL CURVE
- 7 QUARK
- 8 METAL WALLS
- 9 FULL GLASS W/
- 10 GLASS ROOF
- 11 U/G. BRICK
- 12 METAL
- 13 CORNER @ COMMERCE
- 14 CORNER @ COMMERCE
- 15 CORNER @ COMMERCE
- 16 CORNER @ COMMERCE
- 17 CORNER @ COMMERCE
- 18 CORNER @ COMMERCE
- 19 CORNER @ COMMERCE
- 20 CORNER @ COMMERCE
- 21 CORNER @ COMMERCE
- 22 CORNER @ COMMERCE

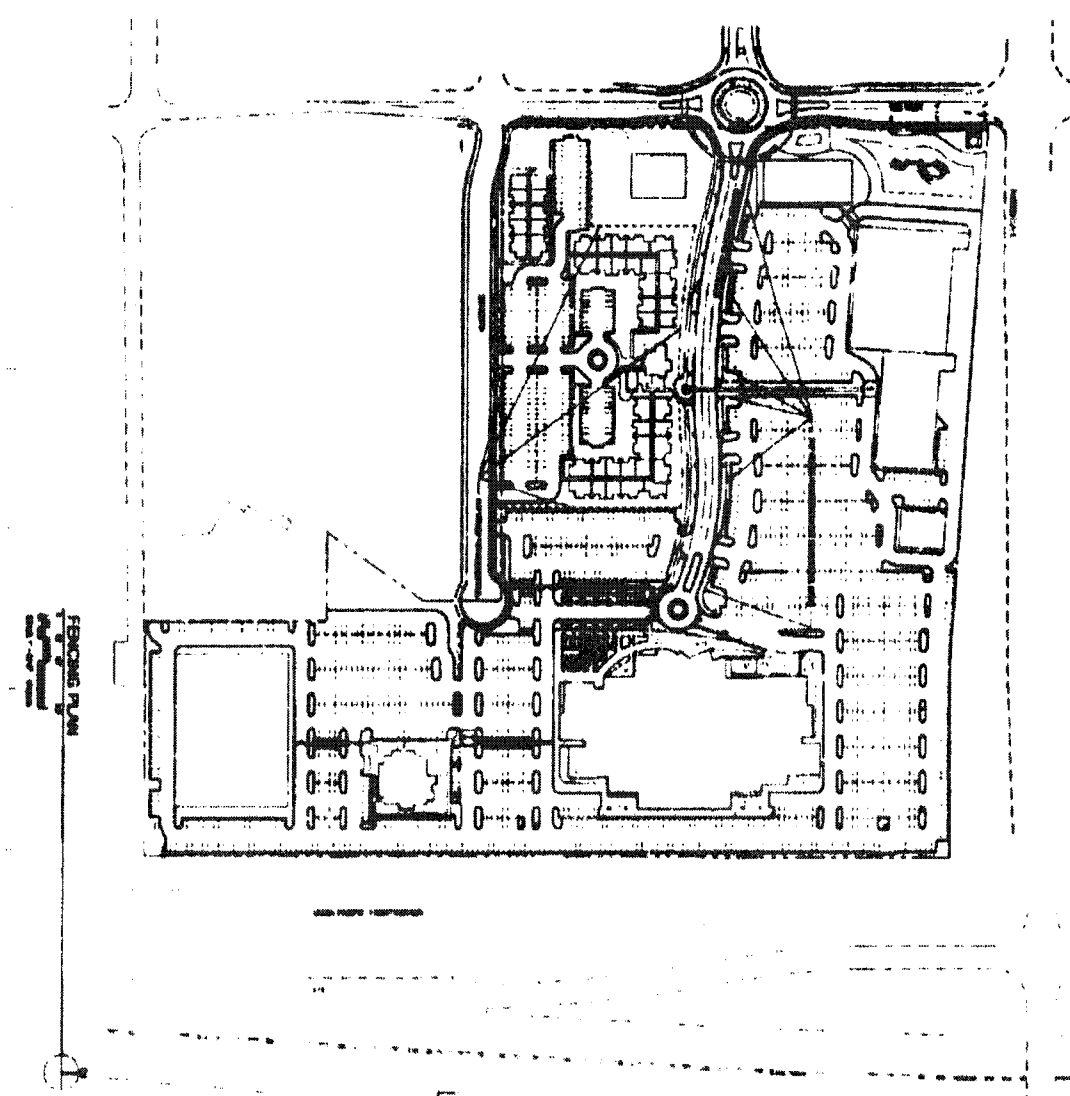
NOT

ALL COLORS TO BE
AS SHOWN IN
OWNER'S SPECIFICATIONS
UNLESS OTHERWISE
NOTED

M-3







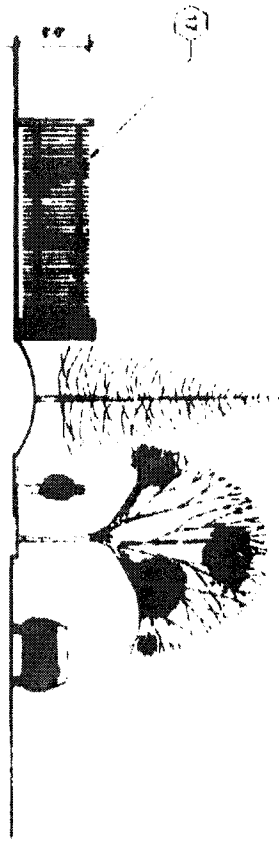
FENCING PLAN
SCALE: 1/8" = 1'-0"

FENCING PLAN
SCALE: 1/8" = 1'-0"

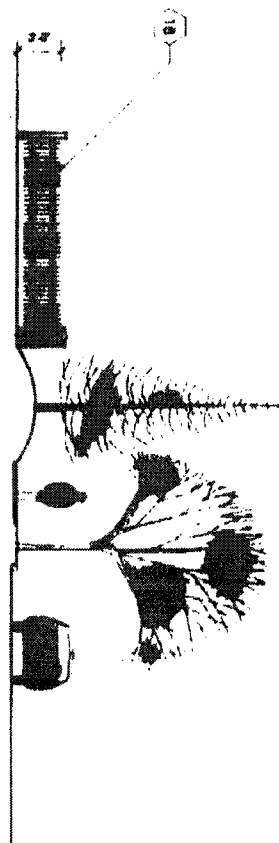
LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

CENTERVILLE
UTAH





TYPICAL FENCE ELEVATION FOR RESIDENTIAL



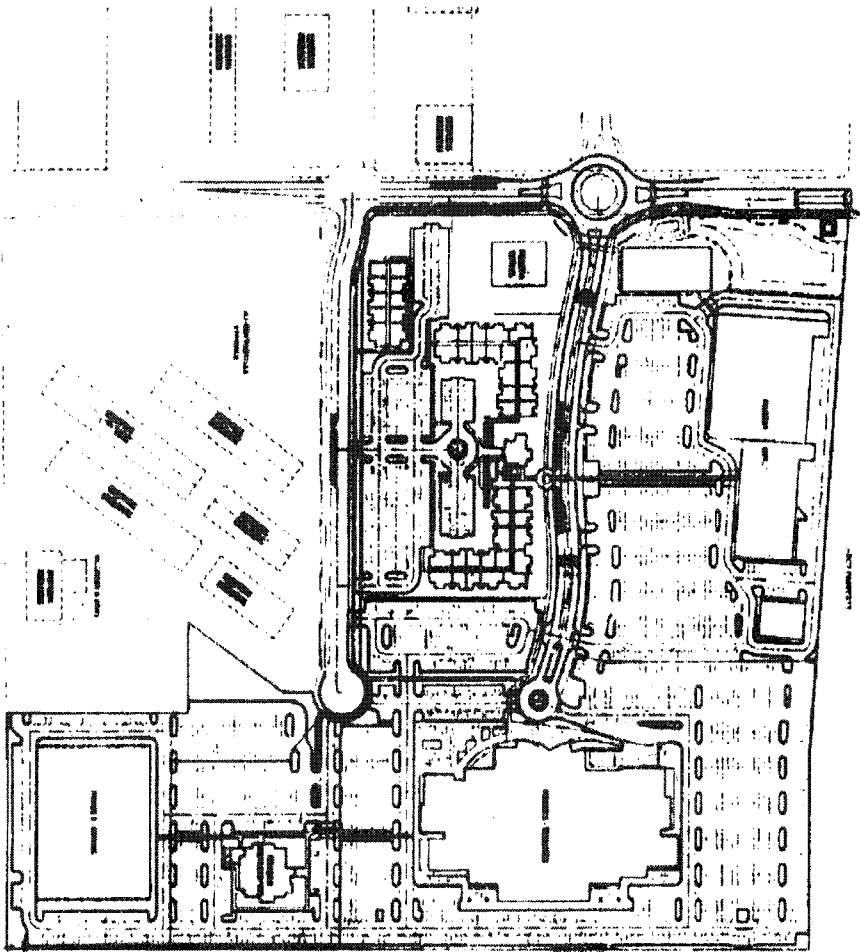
TYPICAL FENCE ELEVATION FOR DECORATIVE COMMERCIAL DR

REFERENCE NOTES

1. SEE IN NEXT DRAWING
2. ELEVATION
3. STAINED
4. METAL KEYS
5. METAL CORNER
6. STEEL COLLARS
7. CLASSIC
8. STEEL WALLS
9. FULL BATHING FOR
10. CHANGING ROOMS
11. ELEVATION
12. SEE DRAWING
13. SEE DRAWING
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100. SEE DRAWING

NOTE

ALL DIMENSIONS TO CENTER UNLESS INDICATED OTHERWISE



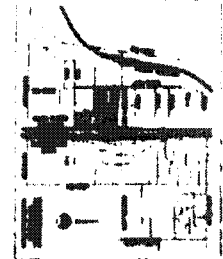
BARBARA
BENTLEY 04-11
14-11

WASH PACIFIC RAILROAD / FRONT BARRIERS

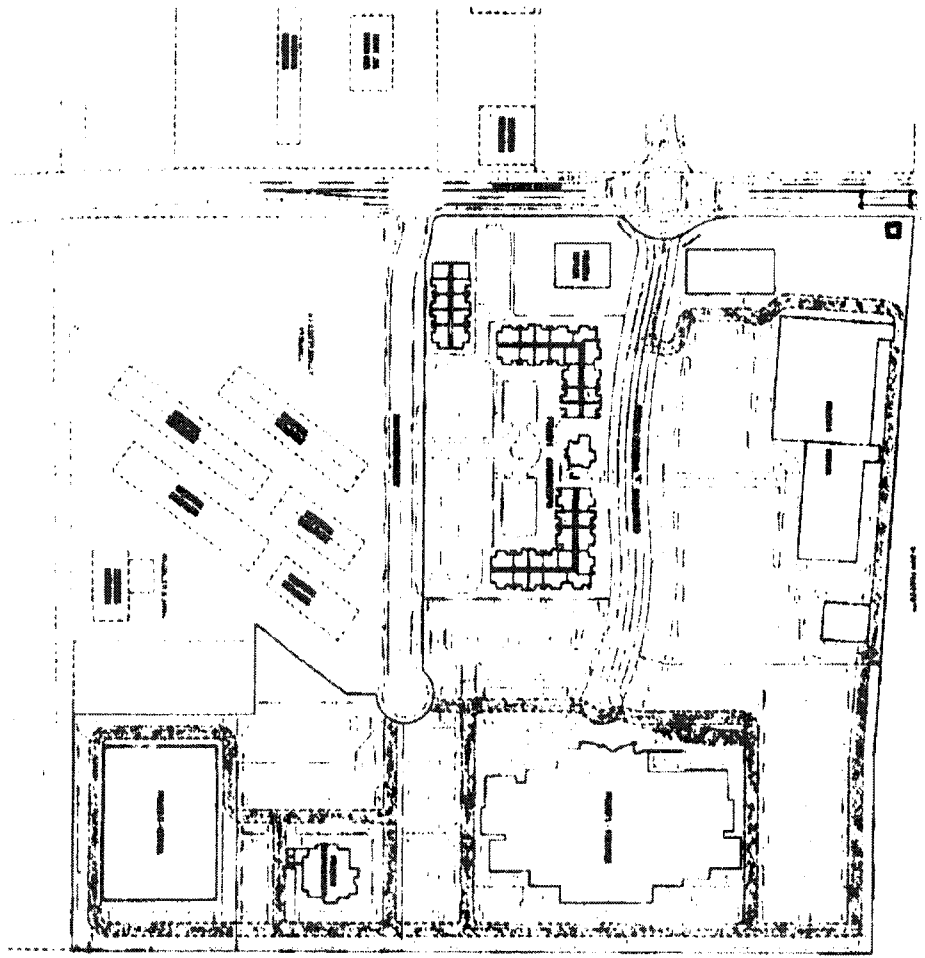
DRIVE BRIDGE BLVD 11 1

SOUTHBOUND INTERSTATE 15

NORTHBOUND INTERSTATE 15



		<p>LEGACY CROSSING AT PARRISH LANE 1230 WEST STREET CENTREVILLE CITY, UTAH</p>	
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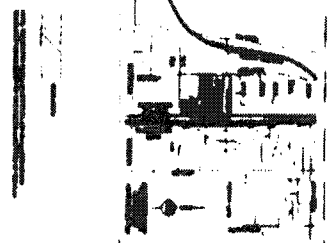
NO. 1000
WEST 1000
1000

PACIFIC RAILROAD / FRONT RUNNER

WEST 1000

SOUTHBOUND INTERSTATE 15

NORTHBOUND INTERSTATE 15



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