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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
10/29/2010 10:55 AM  
FEE \$22.00 Pgs: 4  
DEP RTT REC'D FOR CENTERVILLE CITY

**When recorded return to:**

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

06 - 336 - 0001 thru 0007

**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 27th day of September, 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, invitees, licensees, tenants and employees of said owners, a non-exclusive easement over, across, through and around the Common Areas of each of Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 for purpose of providing and permitting pedestrian and vehicular ingress, egress, and cross-access to adjacent lots, parcels and public rights-of-way, including without limitation, ingress, egress, and cross-access for commercial delivery vehicles in accordance with truck route and pedestrian and vehicular circulation patterns as approved by Centerville City, Utah, for the subject Property. The owner of each lot shall have the right to reconfigure the Common Areas located on their respective lots, provided however, any such reconfiguration must be made pursuant to a site plan (or modified site plan) approved by Centerville City, Utah, in accordance with applicable Centerville City Ordinances and that certain Development Agreement dated September 21, 2010, as amended from time to time, regarding development of the Property as recorded at the Davis County Recorder's Office ("Development Agreement"). Notwithstanding the grant of access contained above, in no event shall vehicular ingress, egress, and cross-access be provided or permitted from Lot 1, Lot 2, Lot 3, 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.

**Parrish Land Holdings, LLC, a Utah Limited Liability Corporation**

By: \_\_\_\_\_  
Its Managing Member

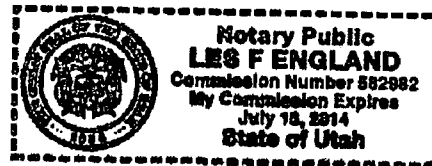
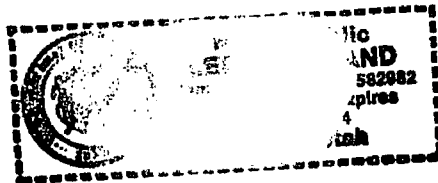
State of Utah

County of Davis

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Sept, 2010 by Craig Moga, the managing member on behalf of the corporation.

(Seal and Expiration Date)

\_\_\_\_\_  
Notary Public



Legacy Crossing LLC, a Utah Limited Liability Corporation

By: [Signature]  
Its Managing Member

Danny C. Bunker Member  
Danny C. Bunker Member

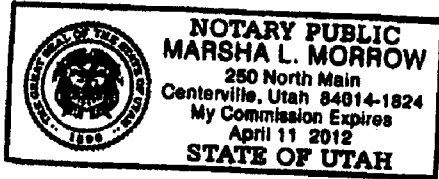
State of Utah

County of Davis

The foregoing instrument was acknowledged before me this 27th day of September, 2010 by Kevin S. Barn & Danny C. Bunker, the managing member on behalf of the corporation.

(Seal and Expiration Date)

[Signature]  
Notary Public



Approved for Recording:

[Signature]  
Centerville City Recorder