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SEP 20 2012

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/20/2012 10:13 AM
FEE \$0.00 Pgs: 16
DEP RT REC'D FOR CENTERVILLE CITY

When recorded, return to:

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

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

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

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made and entered into as of the 18 day of September, 2012, by and between **CENTERVILLE CITY**, a Utah municipal corporation ("City"), **PARRISH LAND HOLDINGS, LLC**, a Utah limited liability company, **LEGACY CROSSING LLC**, a Utah limited liability corporation, **LEGACY CROSSING THEATRE, LLC**, a Utah limited liability company, **LEGACY CROSSING APARTMENTS, L.C.**, a Utah limited liability company, **SUMMERWOOD HOLDINGS II, LLC**, a Utah limited liability company, and **LEGACY CROSSING OWNERS ASSOCIATION, INC.**, a Utah non-profit corporation (collectively referred to herein as "Developer").

RECITALS:

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

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

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

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

WHEREAS, Legacy Crossing LLC has requested and desires to amend the Development Agreement regarding Planned Development signage as more particularly provided herein; and

WHEREAS, the City is willing to amend the Development Agreement regarding Planned Development signage subject to the terms and conditions of this Amendment;

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

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

2. **Amendment.** Exhibit "G" of the Development Agreement regarding the Legacy Crossing Signage and Monument Plan is hereby amended to read in its entirety as set forth in **Exhibit 2**, attached hereto and incorporated herein by this reference. Such amendment to Exhibit G includes the addition of Sheets G-3 and G-4 depicting the details of the Planned Center signage.

3. **Amendment.** Section 7 of the Development Agreement regarding Signage is hereby amended to read in its entirety as follows:

7. **Signage.** Except as otherwise provided herein for Planned Center 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 Parrish 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 for businesses within the Planned Development, no signs shall be permitted except those advertising the business conducted on the specific lot for which the sign is designated. A maximum of two (2) Planned Center signs shall be allowed in the Planned Development. Such Planned Center signs shall be located along the east boundary line of the Planned Development in the specific locations as depicted in **Exhibit G** and designated therein as "Planned Development Sign." One of the Planned Center signs shall be limited to a maximum size of 662 square feet, with a maximum electronic copy size of 315 square feet. The other Planned Center sign shall be limited to a maximum size of 472 square feet, with no electronic copy permitted on this sign. The electronic copy for the second sign has been specifically waived and forfeited as part of the approval by the City for the larger sign area and increased electronic copy for the first Planned Center sign. The Planned Center signs shall be limited to a maximum height of sixty feet (60'), excluding architectural elements; provided, architectural elements shall not exceed an additional seven feet (7') in height. The Planned Center signs shall substantially comply with the graphics, drawings, illustrations, dimensions, architectural features, and other design aspects as depicted in **Exhibit G**. Planned Center signage shall be limited to advertising businesses and/or tenants within the Planned Development and no off-premise advertising shall be permitted. The Planned Center signs shall remain in perpetual ownership of the Developer or a property owner or tenant within the Planned Development and shall not be leased for off-premise signage. The Planned Center signs shall not constitute "billboards" as defined by Utah law, and Developer, property owner and/or tenant in control of such signs shall not alter or modify such signs in any way as to constitute or qualify as a billboard as defined by Utah law. The sign owner/developer shall be required to reduce or alter the brightness setting on the electronic copy portion of the Planned Center sign if and when deemed appropriate or necessary by the City upon written notice.

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

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

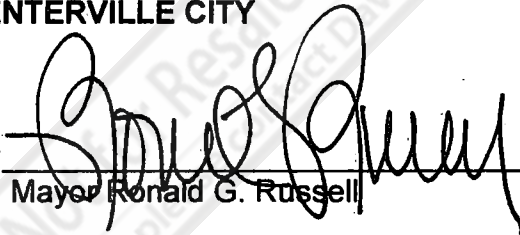
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

ATTEST:


Marsha L. Morrow, City Recorder

"CITY"

CENTERVILLE CITY

By: 
Mayor Ronald G. Russell





"DEVELOPER"



PARRISH LAND HOLDINGS, LLC

By: _____
Its: _____

LEGACY CROSSING LLC

By: 
Its: 

LEGACY CROSSING THEATRE, LLC

By: 
Its: 

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

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

"CITY"

CENTERVILLE CITY

ATTEST:

Marsha L. Morrow, City Recorder

By: _____
Mayor Ronald G. Russell

"DEVELOPER"

PARRISH LAND HOLDINGS, LLC

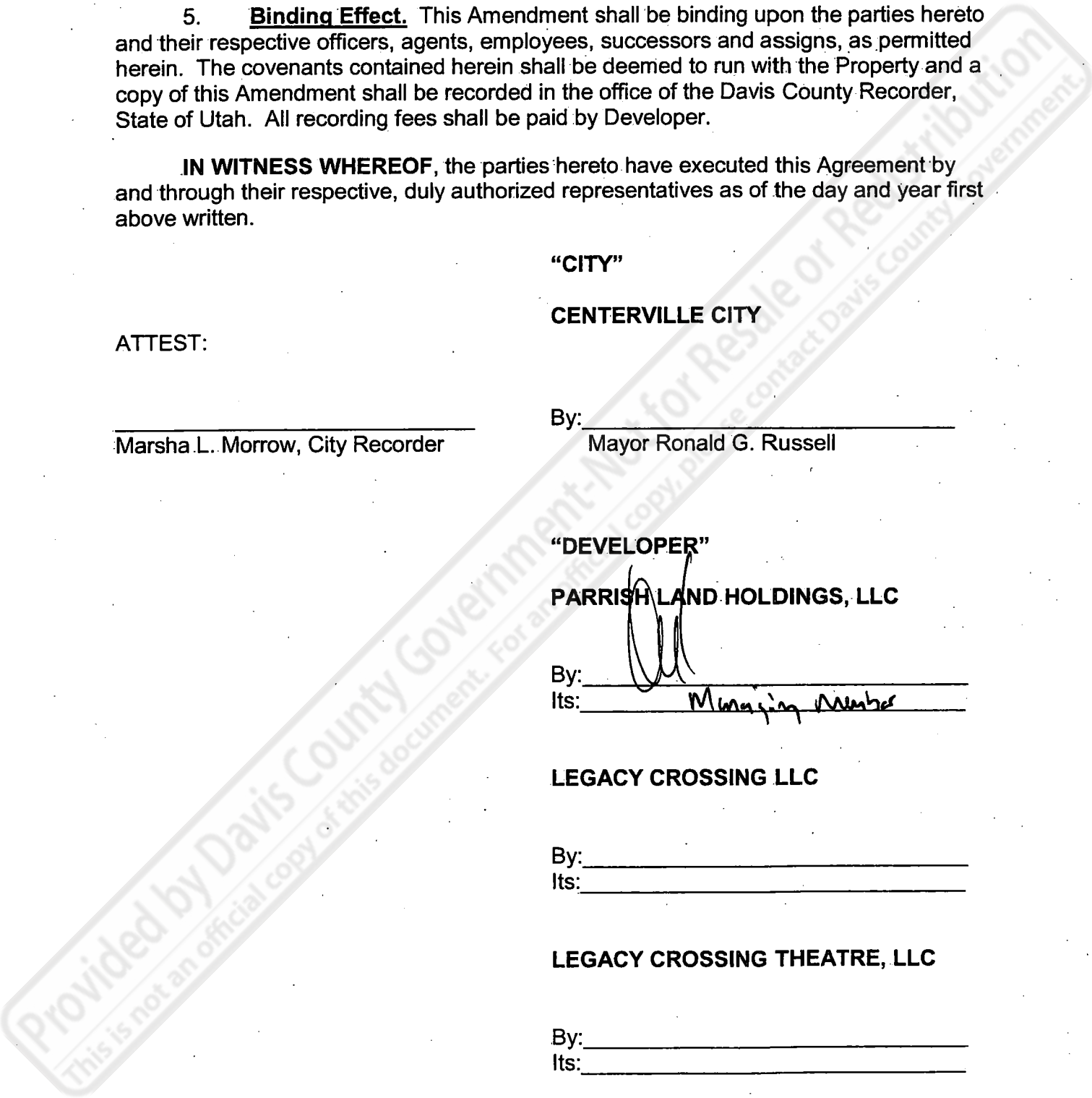
By: _____
Its: Managing Member

LEGACY CROSSING LLC

By: _____
Its: _____

LEGACY CROSSING THEATRE, LLC

By: _____
Its: _____



LEGACY CROSSING APARTMENTS, LC

By: _____
Its: _____

SUMMERWOOD HOLDINGS II, LLC

By: _____
Its: _____

LEGACY CROSSING OWNERS ASSOCIATION, INC.

By: _____
Its: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)

) :ss.

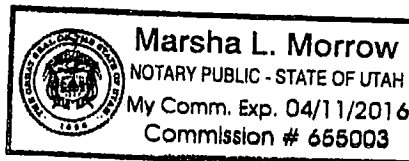
COUNTY OF DAVIS)

On the 18 day of September, 2012, personally appeared before me Ronald G. Russell, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Ronald G. Russell acknowledged to me that the City executed the same.

Marsha L Morrow
Notary Public

My Commission Expires:
H-11-2016

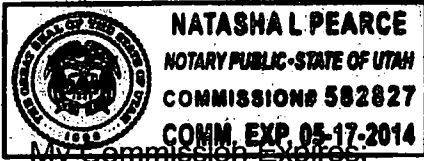
Residing at:
Centerville



PARRISH LAND HOLDINGS ACKNOWLEDGMENT

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

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



Natasha L Pearce
Notary Public

Residing at:
Kanab, UT

My Commission Expires:
5/17/2014

LEGACY CROSSING ACKNOWLEDGMENT

STATE OF _____)
)
) :ss.
)
COUNTY OF _____)

On the ___ day of _____, 2012, personally appeared before me _____ 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

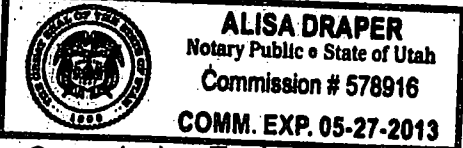
Residing at:

My Commission Expires:

LEGACY CROSSING THEATRE ACKNOWLEDGMENT

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

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



Alisa Draper
Notary Public

My Commission Expires:
2013

Residing at:
Farmington, Utah

LEGACY CROSSING APARTMENT ACKNOWLEDGMENT

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

On the 18 day of September, 2012, personally appeared before me Kevin Gorn who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING APARTMENT, L.C., a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



Alisa Draper
Notary Public

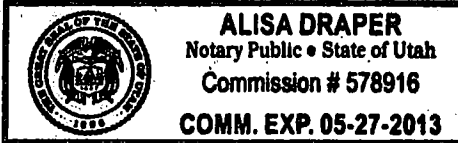
My Commission Expires:
2013

Residing at:
Farmington, Utah

SUMMERWOOD HOLDINGS II ACKNOWLEDGMENT

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

On the 18 day of September, 2012, personally appeared before me Kevin Garn, who being by me duly sworn did say that (s)he is the managing member of **SUMMERWOOD HOLDINGS II, LLC**, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



My Commission Expires:

2013

Alisa Draper
Notary Public

Residing at:

Farmington, Utah

LEGACY CROSSING OWNERS ASSOCIATION ACKNOWLEDGMENT

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

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



My Commission Expires:

2013

Alisa Draper
Notary Public

Residing at:

Farmington, Utah

EXHIBIT 1

PROPERTY DESCRIPTION

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

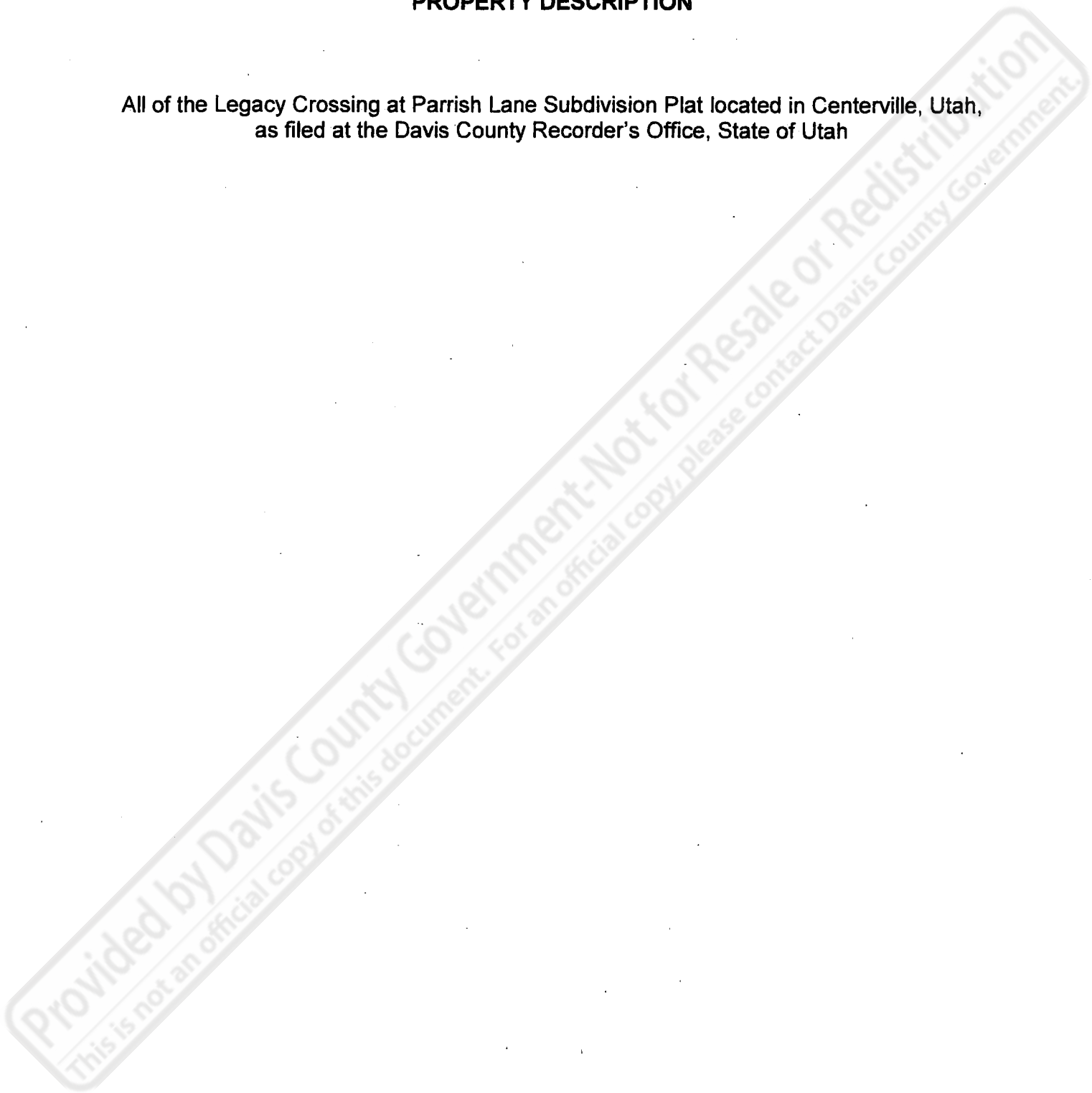
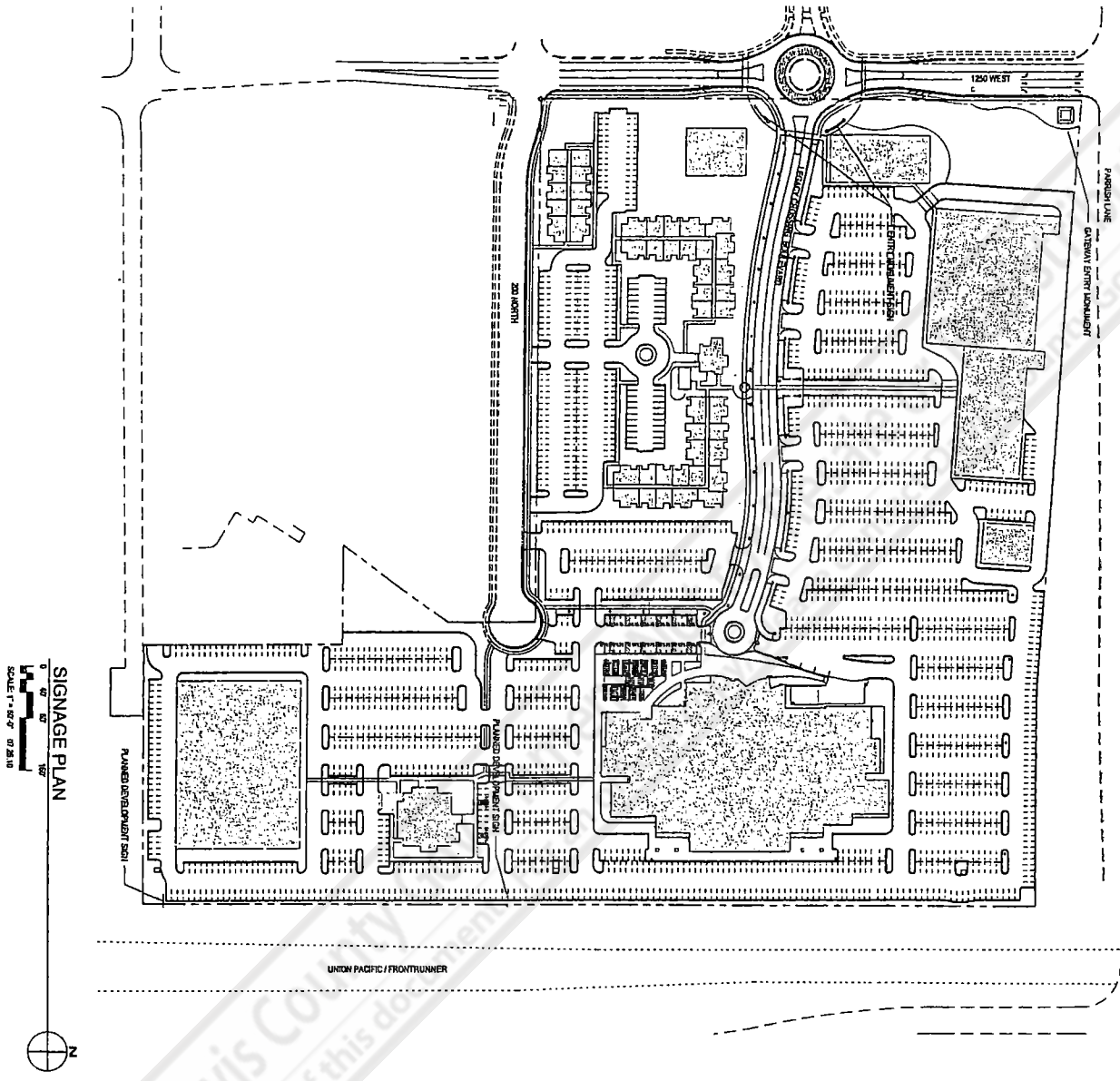


EXHIBIT 2

EXHIBIT G TO THE DEVELOPMENT AGREEMENT

Legacy Crossing Signage and Monument Plan

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



SIGNAGE PLAN
SCALE 1" = 50'

- NOTES**
- SEE EXHIBIT G-1 FOR ENTRY REQUIREMENT SIGN AND GATEWAY LANDMARK SIGN.
 - PLANNED DEVELOPMENT SIGNS AS PER CITY CODE.
 - BUILDING SIGNS TO BE APPROVED AT BUILDING PERMIT FOR DEVELOPERS.

U.S. Development
3115 North Island Road
Cary, Utah 84041
Telephone: (801) 544-3449
www.usdevelopment.com



LEGACY CROSSING AT PARRISH LANE
MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

CENTERVILLE
UTAH

SIGNAGE
PLAN

DEVELOPMENT
AGREEMENT
EXHIBIT

G-1

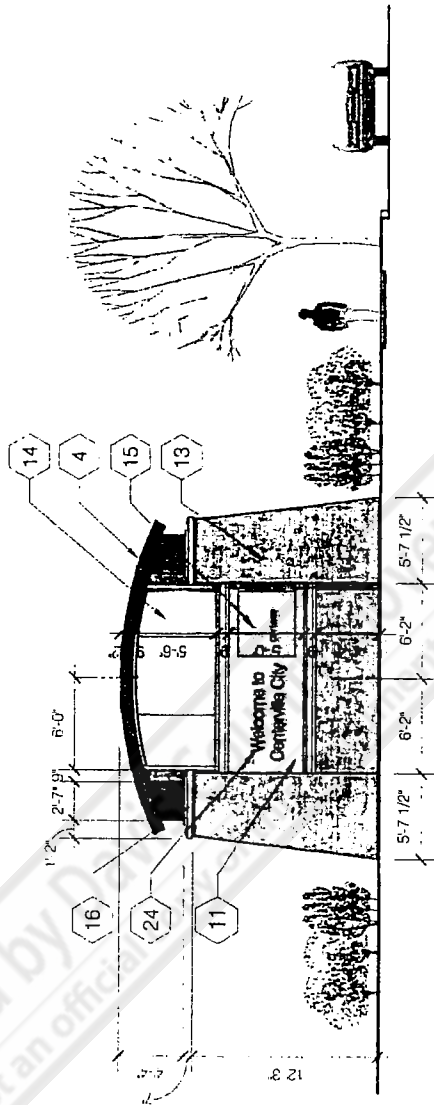


REFERENCE NOTES

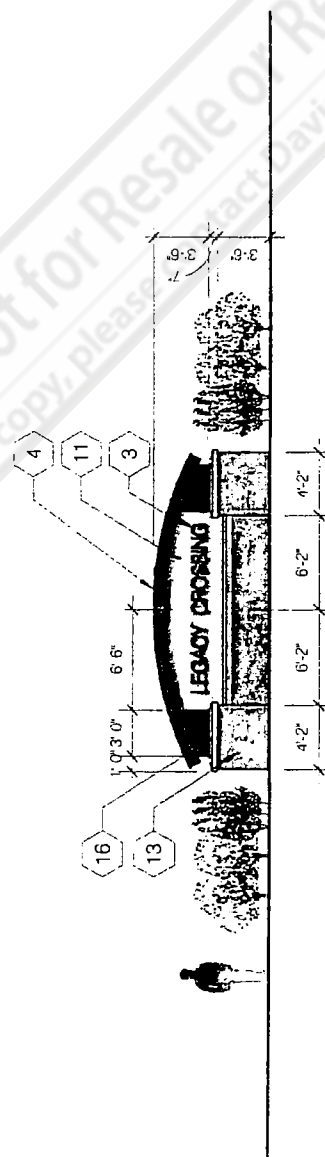
1. METAL ROOF CANOPY
2. EIFS
3. STUCCO
4. METAL ROOF
5. METAL COPPING
6. STEEL COLUMNS
7. GLAZING
8. METAL TRELLIS
9. FULL GLAZING FOR COMMERCIAL DISPLAY
10. CULTURED STONE WEINSCOTT
11. EIFS, STUCCO, OR ALTERNATIVE
12. COMMUNICIPAL STOIL/IRON ACCESS
13. CULTURE STONE PILLARS
14. TRANSLUCENT GLASS WITH LIGHTING BEHIND
15. CITY SIGNAGE
16. CONCRETE COPPING
17. ORNAMENTAL METAL FENCE
18. ORNAMENTAL METAL PICKETT FENCE
19. TRELLIS (WOOD OR SIFFI)
20. BEAM (WOOD OR SILL)
21. COLUMN
22. BENCH
23. PLANTER
24. ORNAMENTAL METAL LETTERING

NOTE

ALL COLORS TO MEET WITH ARTICLE 6 REGULATION CHAPTER 12-68-070

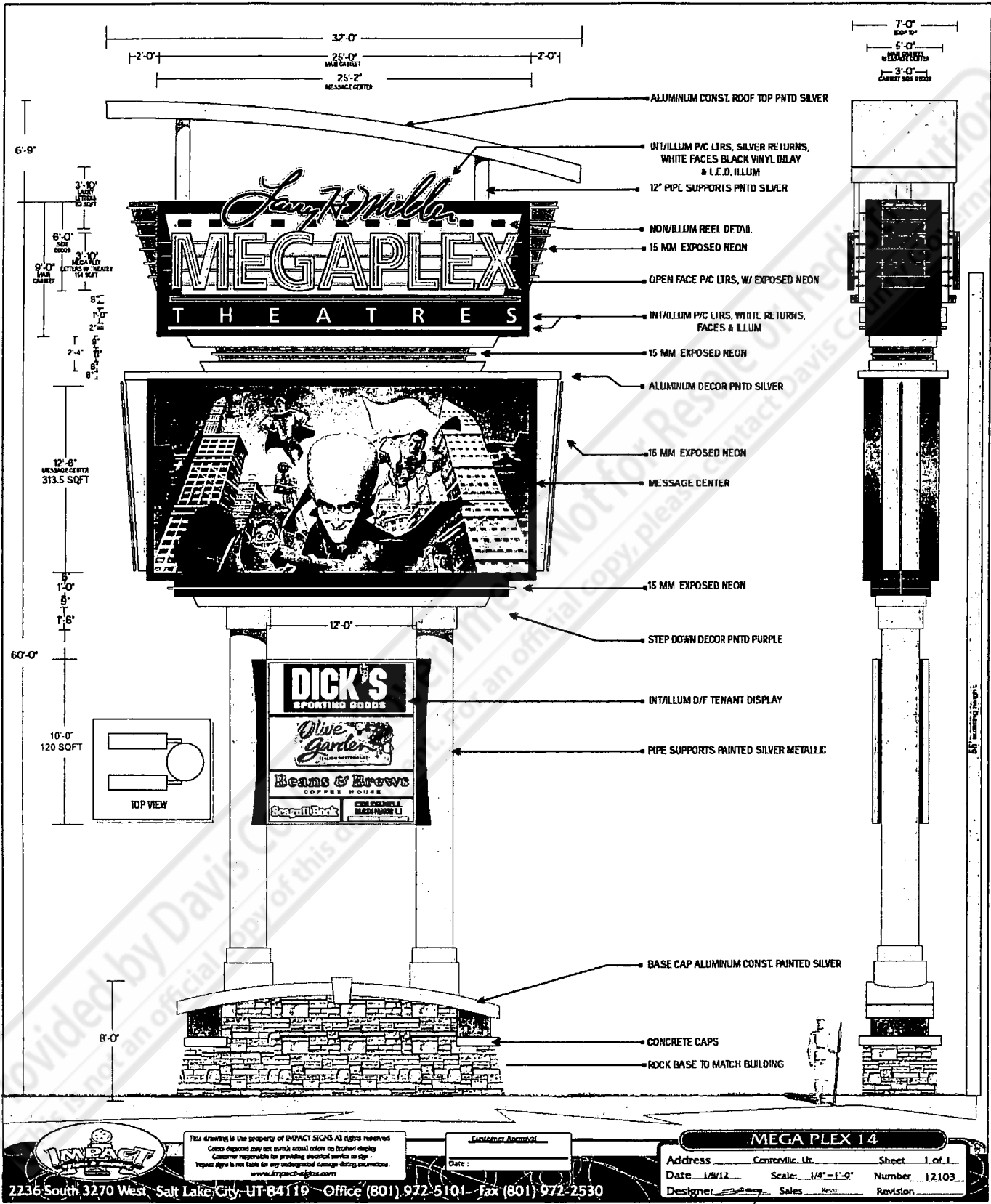


GATEWAY MONUMENT SIGN
1/8"=1'-0"



ENTRY MONUMENT SIGN
1/8"=1'-0"

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



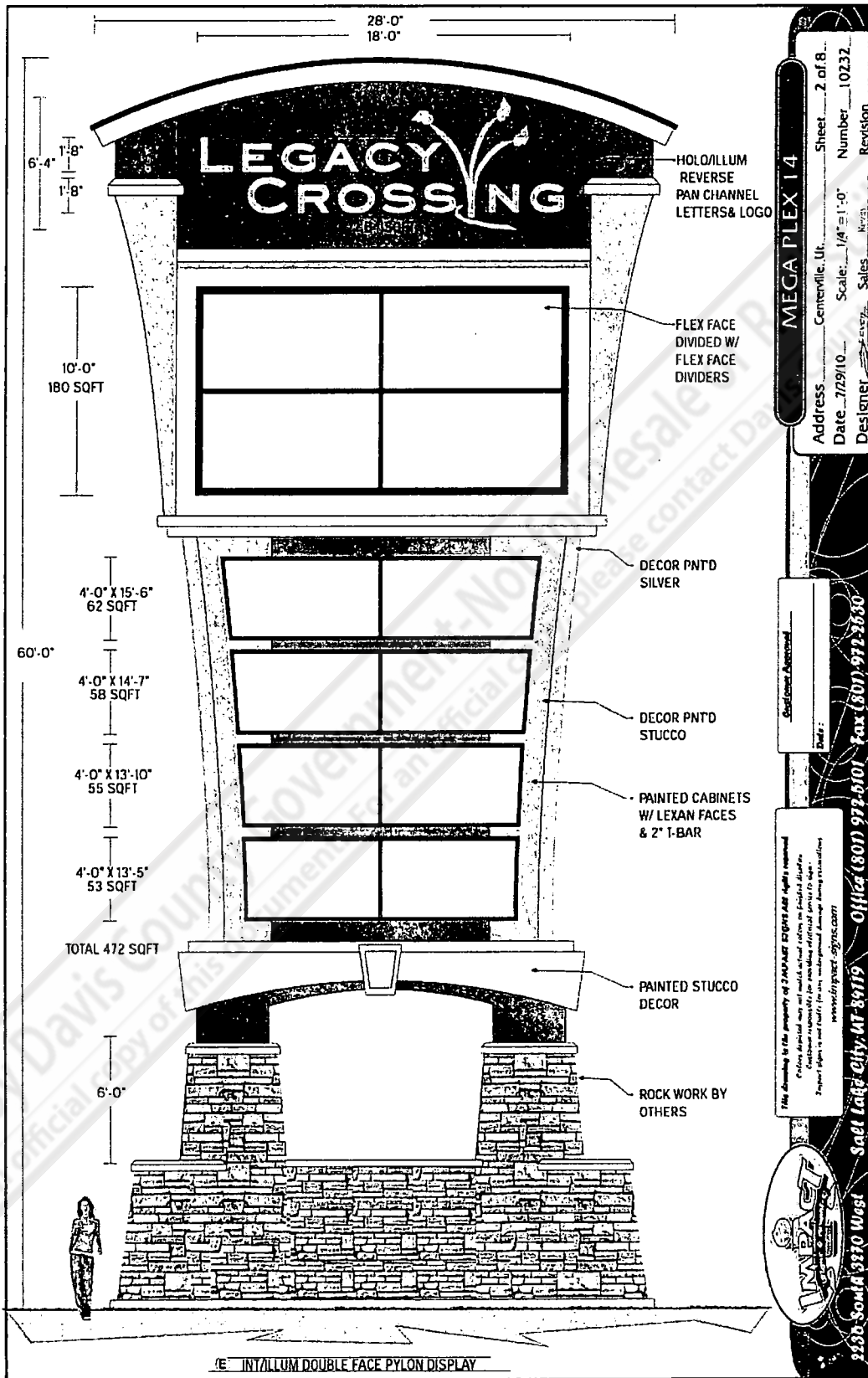
2236 South 3270 West Salt Lake City, UT 84119 Office (801) 972-5101 Fax (801) 972-2530

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 Copies beyond one per set shall void all other in final design
 Customer responsible for providing electrical service to sign
 Impact Signs is not liable for any underground damage during excavations.
 www.impact-signs.com

Customer Approval: _____ Date: _____

MEGA PLEX 14

Address: _____ City: _____ State: _____ Sheet: 1 of 1
 Date: 1/5/12 Scale: 1/8" = 1'-0" Number: 12103
 Designer: _____ Sales: _____ Revision: _____



1/E INT/ILLUM DOUBLE FACE PYLON DISPLAY