

E 3075701 B 6951 P 930-952  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
02/13/2018 02:37 PM  
FEE \$0.00 Pgs: 23  
DEP RTT REC'D FOR CENTERVILLE CITY

**When recorded, return to:**

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

Affects Parcels: 06-336-0001, 06-336-0002, 06-336-0003, 06-336-0007, 06-336-0011,  
06-368-0401, 06-368-0403, 06-368-0404, 06-368-0406, 06-368-0407,  
06-368-0408

**FOURTH AMENDMENT TO  
DEVELOPMENT AGREEMENT BETWEEN CENTERVILLE  
CITY, JF LEGACY LAND, LLC, HCR LEGACY, LLC, KEM HOLDINGS, LLC,  
LEGACY CROSSING THEATRE, LLC, LEGACY CROSSING APARTMENTS, L.C.,  
LEGACY CROSSING OWNERS ASSOCIATION, INC., JENSNT LEGACY, LLC,  
TETON OFFICE VENTURES, LLC, LEGACY OFFICE BUILDING, LLC,  
AND S & J 5, LLC**

**THIS FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT** ("Fourth Amendment") is made and entered into as of the 13 day of February, 2018, by and between **CENTERVILLE CITY**, a Utah municipal corporation ("City"), **JF LEGACY LAND, LLC**, a Utah limited liability company, **HCR LEGACY, LLC**, a Utah limited liability company, **KEM HOLDINGS, 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, **LEGACY CROSSING OWNERS ASSOCIATION, INC.**, a Utah nonprofit corporation, **JENSNT LEGACY, LLC**, a Utah limited liability company, **TETON OFFICE VENTURES LLC**, a Utah limited liability company, **LEGACY OFFICE BUILDING, LLC**, a Utah limited liability company, **S & J 5, LLC**, a Utah limited liability company (collectively referred to herein as "Developer").

**RECITALS:**

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

State of Utah, as more particularly described in Exhibit 1, attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, the other parties to this Fourth Amendment became parties to the Development Agreement by such certain Assignment and Assumption Agreements subsequently entered into and recorded against the Property at the Davis County Recorder's Office; and

**WHEREAS**, the parties desire to amend the Development Agreement to revise the parking layout and related requirements in connection with the opinion of a commissioned parking study (the "Parking Study") attached as Exhibit 2, which Parking Study supports a shared parking arrangement (the "Shared Parking Arrangement") between the property subject to the Development Agreement and the amended Master Site Plan for the Planned Development.

**WHEREAS**, the City is willing to amend the Development Agreement to make the requested changes to the Development Agreement and related exhibits;

**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**. Section 22 of the Agreement is hereby amended and shall be read in its entirety as follows:

Except as otherwise set forth herein, all parking for the Planned Development shall be provided in accordance with the Master Site Plan set forth in **Exhibit C**. All parking for the Planned Development shall comply with the parking, parking lot, traffic circulation, landscaping, design, and lighting provisions of the Parrish Lane Gateway Design Standards and applicable City Ordinances. Pursuant to the findings of the Parking Study, Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 are hereby authorized to utilize the excess parking spaces located on each respective Lot as indicated in the Parking Study, which Shared Parking Arrangement will satisfy the Developer's obligations for the minimum number of required parking spaces for each Lot and each Lot's use, provided however, in no event shall cross-access for parking be provided or permitted from Lot 1, Lot 2, Lot 3, or Lot 4 onto, over, or across or through Lot 5 or Lot 6. Lot 2 and Lot 3 have not been included in the time-dependent analysis of parking required for Lots 1 and 4-6, but are included in the shared parking and cross-access obligations for the Planned Development. Lot 2 and Lot 3 shall be required to comply with and provide the minimum off-street parking stalls in accordance with City Ordinances applicable for the development of Lot 2 and Lot 3 to be analyzed with final site

plan approval for such lots. Lot 2 and Lot 3 must preserve the drive aisle and circulation patterns as shown on the Master Site Plan set forth in **Exhibit C**.

3. **Amendment.** Section 23 of the Agreement is hereby amended insofar as all parking ratios for individual phases, or lots, within the Planned Development shall be calculated in a manner consistent with the Parking Study. Accordingly, Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 are hereby authorized to utilize the excess parking spaces located on each respective Lot as indicated in the Parking Study, which Shared Parking Arrangement will satisfy the Developer's obligations for the minimum number of required parking spaces for each Lot and each Lot's use, provided however, in no event shall cross-access for parking be provided or permitted from Lot 1, Lot 2, Lot 3, or Lot 4 onto, over, or across or through Lot 5 or Lot 6. Concurrent herewith, the parties hereto have executed and recorded, or will soon record, that certain third amendment to declaration of parking and cross-access easement and other easements and restrictions affecting land, which amendment will allow for the Shared Parking Arrangement described herein. Notwithstanding the foregoing, it is acknowledged that Lot 2 and Lot 3 have not been included in the time-dependent analysis of parking required for Lots 1 and 4-6, but are included in the shared parking and cross-access obligations for the Planned Development. Lot 2 and Lot 3 shall be required to comply with and provide the minimum off-street parking stalls in accordance with City Ordinances applicable for the development of Lot 2 and Lot 3 to be analyzed with final site plan approval for such lots. Lot 2 and Lot 3 must preserve the drive aisle and circulation patterns as shown on the Master Site Plan set forth in **Exhibit C**.

4. **Amendment.** Exhibit C to the Development Agreement regarding the Master Site Plan and internal parking and building locations within the Planned Development is hereby amended to read in its entirety set forth in **Exhibit 3**, attached hereto and incorporated by this reference.

5. **Amendment.** Exhibit H to the Development Agreement regarding the Reciprocal Parking and Cross-Access Easements Plan for the Planned Development is hereby amended to read in its entirety set forth in **Exhibit 4**, attached hereto and incorporated by this reference.

6. **Counterparts.** This Fourth Amendment may be executed in counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

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

[SIGNATURE PAGE FOLLOWS]

“CITY”

ATTEST:

CENTERVILLE CITY

Mackenzie Wood  
City Recorder

By: Clark A. Williams  
Mayor

“DEVELOPER”

JF LEGACY LAND, LLC

By: JF Capital, LLC

By: Jack Fisher Group, LLC

By: [Signature]  
Its: manager

HCR LEGACY, LLC

By: John W. Jones  
Its: OWNER


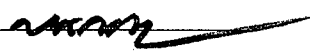
KEM HOLDINGS, LLC

By: [Signature]  
Its: owner



LEGACY CROSSING THEATRE, LLC

By: [Signature]  
Its: [Signature]

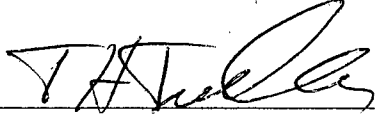
**LEGACY CROSSING APARTMENTS, LC**

By:   
Its: 


**LEGACY CROSSING OWNERS  
ASSOCIATION, INC.**

By:   
Its: 

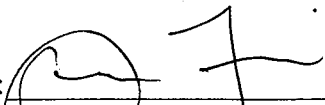
**JENSNT LEGACY, LLC**

By:   
Its: MANAGING MEMBER


**TETON OFFICE VENTURES, LLC**

By:   
Its: Manager

**LEGACY OFFICE BUILDING, LLC**

By:   
Its: Manager

**S & J5, LLC**

By:   
Its: Manager

[ACKNOWLEDGEMENT NOTARY SIGNATURES FOLLOW]

**CENTERVILLE CITY ACKNOWLEDGEMENT**

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

On the 13 day of February, 2018, personally appeared before me \_\_\_\_\_, 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 Mayor acknowledged to me that the City executed the same.



Mackenzie Wood  
Notary Public

My Commission Expires:

01/08/2022

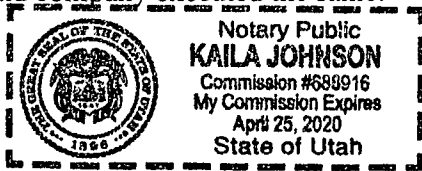
Residing at:

Davis County, Utah

**JF LEGACY LAND ACKNOWLEDGEMENT**

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

On the 13<sup>th</sup> day of September, 2017 personally appeared before me Owen Fisher who being by me duly sworn did say that (s)he is the Manager of **JF LEGACY LAND, 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.



Kaila Johnson  
Notary Public

My Commission Expires:

4.25.20

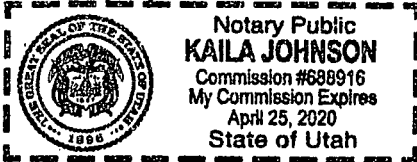
Residing at:

Davis County, Utah

HCR LEGACY, LLC ACKNOWLEDGEMENT

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

On the 15<sup>th</sup> day of September, 2017 personally appeared before me John Toone who being by me duly sworn did say that (s)he is the Owner of **HCR LEGACY, 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.



My Commission Expires:

4.25.20

[Signature]  
Notary Public

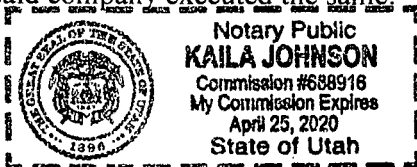
Residing at:

Davis County, Utah

KEM HOLDINGS ACKNOWLEDGEMENT

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

On the 14<sup>th</sup> day of September, 2017 personally appeared before me Ann Curtis who being by me duly sworn did say that (s)he is the Owner of **KEM 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.



My Commission Expires:

4.25.20

[Signature]  
Notary Public

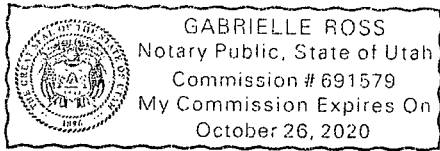
Residing at:

Davis County, UT

**LEGACY CROSSING THEATRE ACKNOWLEDGEMENT**

STATE OF Utah )  
 :SS.  
 COUNTY OF DAVIS )

On the 2 day of NOVEMBER, 2017 personally appeared before me Kevin S barn who being by me duly sworn did say that (s)he is the Manager 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.



Gabrielle Ross  
Notary Public

My Commission Expires:

Residing at:

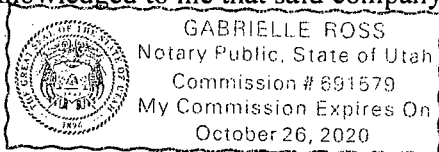
10/26/2020

DAVIS county

**LEGACY CROSSING APARTMENT ACKNOWLEDGEMENT**

STATE OF Utah )  
 :SS.  
 COUNTY OF DAVIS )

On the 2 day of NOVEMBER, 2017 personally appeared before me Kevin S barn who being by me duly sworn did say that (s)he is the Manager of **LEGACY CROSSING APARTMENT, LC**, 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.



Gabrielle Ross  
Notary Public

My Commission Expires:

Residing at:

10/26/2020

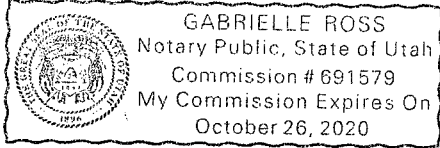
DAVIS county



**LEGACY CROSSING OWNERS ASSOCIATION ACKNOWLEDGEMENT**

STATE OF Utah )  
 :SS.  
COUNTY OF DAVIS )

On the 2 day of November, 2017 personally appeared before me Kevin S Gorn who being by me duly sworn did say that (s)he is the Manager of **LEGACY CROSSING OWNERS ASSOCIATION, INC.**, a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board and they acknowledged to me that said corporation executed the same.



Gabrielle Ross  
Notary Public

My Commission Expires:

10/26/2020

Residing at:

DAVIS COUNTY

**JENSNT LEGACY ACKNOWLEDGEMENT**

STATE OF Utah )  
 :SS.  
COUNTY OF Davis )

On the 13 day of February, 2018 personally appeared before me Ted A. Tueller who being by me duly sworn did say that (s)he is the Managing Member of **JENSNT LEGACY, 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.



Mackenzie Wood  
Notary Public

My Commission Expires:

01/08/2018

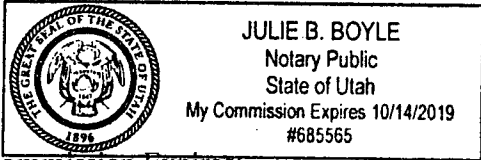
Residing at:

DAVIS County, Utah

**TETON OFFICE VENTURES ACKNOWLEDGEMENT**

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

On the 13th day of February, 2018 personally appeared before me Gary M. Wright who being by me duly sworn did say that (s)he is the Manager of **TETON OFFICE VENTURES, 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.



Julie B. Boyle  
Notary Public

My Commission Expires:

Residing at:

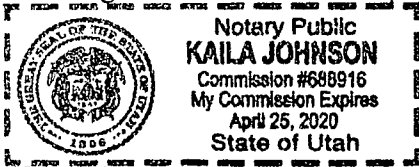
10-14-2019

Davis County, Utah

**LEGACY OFFICE BUILDING ACKNOWLEDGEMENT**

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

On the 13th day of September, 2017 personally appeared before me Owen Fisher who being by me duly sworn did say that (s)he is the Manager of **LEGACY OFFICE BUILDING, 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.



Kaila Johnson  
Notary Public

My Commission Expires:

Residing at:

4.25.20

Davis County, 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

And

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

Consisting of the following Parcel Numbers and Current Owners of Record:

06-336-0001 – Legacy Crossing Theatre LLC  
06-336-0002 – JF Legacy Land LLC and HCR Legacy LLC  
06-336-0003 - JF Legacy Land LLC and HCR Legacy LLC  
06-336-0007 – Legacy Crossing Owners Association Inc.  
06-336-0011 – Legacy Crossing Apartments LC  
06-368-0401 – KEM Holdings LLC  
06-368-0403 – Jensnt Legacy LLC  
06-368-0404 – Teton Office Ventures LLC  
06-368-0406 – Legacy Crossing Owners Association Inc.  
06-368-0407 – Legacy Office Building LLC  
06-368-0408 – S&J 5 LLC

**EXHIBIT 2**  
**PARKING STUDY**

# Reeve & Associates, Inc.



July 31, 2017

**Project:** *Legacy Crossing at Parrish Lane*

**Re:** *Parking requirements*

Due to a change in land use for Legacy Crossing at Parrish Lane from the original land agreement and phases 2 and 3 being excluded, there is a need for a parking requirements study. The original agreement had more retail instead of office space and phases 2 & 3 were to be built. With land use changes and based on the peak parking requirements of the city the developer wants to see if there is sufficient parking based on time of day demand requirements rather than a flat number for peak use only.

The analysis was conducted using data from the Institute of Transportation Engineers (ITE), Trip Generation Manual, 9<sup>th</sup> Edition, Volumes 2 & 3, published in 2012. The attached master site plan (exhibit B) with the outlines drawn shows total parking stalls for each area as planned. There is a total of 1,471 stalls: 750 for the theater area, 204 for the first office area, 279 for the second office and retail area, and 238 for the residential area. The areas were arbitrarily highlighted as parking is intended to be shared in the mixed-use area. Phases 2 and 3 have been omitted from the calculations, but it should be noted if it is constructed as previously planned, the areas will have excess parking for the purposes proposed.

The methodology used was to apply the average rate of a given land use multiplied by its basis as provided by ITE. If a particular use fell under multiple categories, the average of the combined land uses was taken as the average rate. For a conservative value, the Peak Hour of Adjacent Street Traffic or the Peak Hour of Generator was used for more than the single hour it was based upon for its respective time of day as provided by ITE. It was determined Friday has the most traffic and least parking spaces available and is therefore shown indicating traffic movement for each use on a per hour basis (exhibit C-E).

The basis for apartments was 206 total units, the theater has 14 screens and 3266 seats. There is 15,990 sq. ft. of medical office space, 78,157 sq. ft. of general office space, and planned 11,250 sq. ft. of additional office space. On-street parking, mass-transit, and other traffic reducing options were neglected for the calculations. The required parking stalls for the apartments was calculated at the original city rate totaling 354 parking spaces.

*Solutions You Can Build On™*

*Civil Engineering / Land Planning / Structural Engineering / Landscape Architecture / Land Surveying*

5160 South 1500 West • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666

Email: [ogden@reeve-assoc.com](mailto:ogden@reeve-assoc.com) • Website: [www.reeve-assoc.com](http://www.reeve-assoc.com)

# Reeve & Associates, Inc.



In summary, the parking demand for office space occurs during the daytime and early afternoon hours, which is asynchronous with theater parking demand occurring in late afternoon and evening. The maximum required parking stalls in a given hour on the busiest day, being Friday, was 1177 stalls at 9:00 P.M., leaving 294 stalls unoccupied for the area of the study at full build out (1471 stalls) and 116 extra under current conditions (1293 stalls built as of July 2017). It is highly unlikely the peak demands would coincide since the greatest parking demand is for the theater from 6:00-10:00 P.M. during which time offices spaces are mostly vacant.

If you have any questions, or we can be of further assistance, please contact us.

Sincerely,

Nate Reeve, P.E.  
Principal Engineer  
Reeve & Associates, Inc.  
[nreeve@reeve-assoc.com](mailto:nreeve@reeve-assoc.com)

Eldon Fisher, E.I.T  
Project Engineer  
Reeve & Associates  
[efisher@reeve-assoc.com](mailto:efisher@reeve-assoc.com)

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Email: [ogden@reeve-assoc.com](mailto:ogden@reeve-assoc.com) • Website: [www.reeve-assoc.com](http://www.reeve-assoc.com)

**Reeve**  
& Associates, Inc.



Exhibit A

Peak Parking Required by Zoning Ordinance Formulas  
Without Time-of-Day Demand Analysis

Phase	Use	Unit Criteria	Qty.	Required	Provided	Surplus
1	Theater	1/4.5 seats	3266	726	738	12
2 & 3	Omitted for evaluation purposes					
4	Office	5/1000 sf	94147	471	320	-151
4	Office Additional	5/1000 sf	11250	57	175	118
5	Apartment	1.5/1 bed	68	102	218	116
5	"	2.0/2 bed	90	180		-180
6	Apartment	1.5/1 bed	48	72	20	-52
<b>Total</b>				<b>1607</b>	<b>1471</b>	<b>-136</b>

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5160 South 1500 West • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666

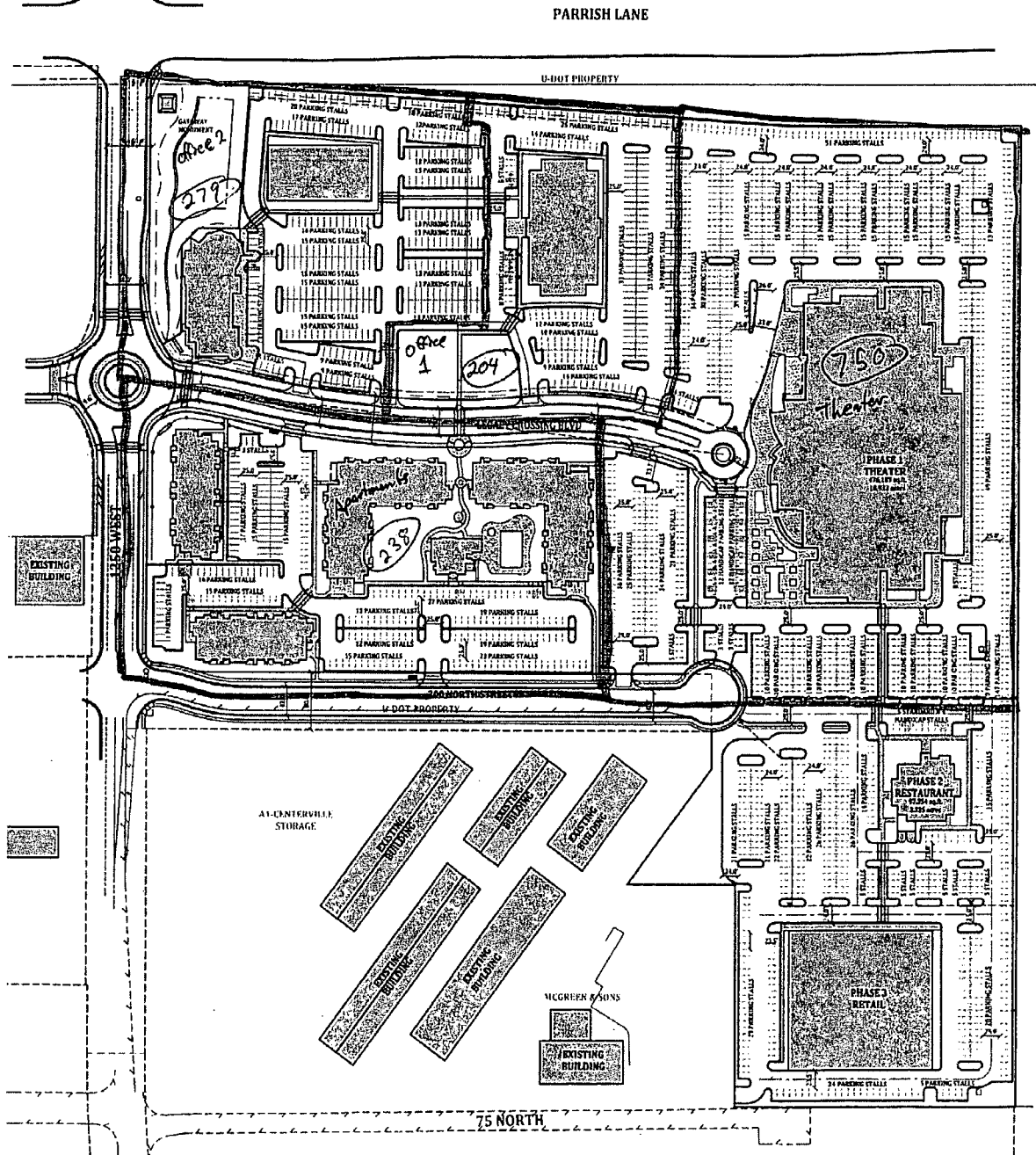
Email: [ogden@reeve-assoc.com](mailto:ogden@reeve-assoc.com) • Website: [www.reeve-assoc.com](http://www.reeve-assoc.com)



# Reeve & Associates, Inc.



## Exhibit B



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Email: [ogden@reeve-assoc.com](mailto:ogden@reeve-assoc.com) • Website: [www.reeve-assoc.com](http://www.reeve-assoc.com)



## Exhibit C

Time of day (weekday Friday)	Apartment Spaces Required	Retail Spaces Required	Office Spaces Required	Theater Spaces Required	Total Spaces Required	Excess Parking Spaces	Apt In	Apt out	Retail In	Retail Out	Office In	Office Out	Theater In	Theater Out
6:00 AM	354	0	0	0	354	1117	28	21	0	0	8	8	0	0
7:00 AM	361	0	0	0	361	1110	25	89	0	0	227	41	0	0
8:00 AM	297	0	186	0	483	988	21	68	0	0	227	41	0	0
9:00 AM	250	0	372	0	622	849	25	69	0	0	227	41	0	0
10:00 AM	206	0	558	0	764	707	28	69	0	0	8	16	119	0
11:00 AM	165	0	550	119	834	637	28	21	0	0	8	16	125	94
12:00 PM	172	0	542	150	864	607	28	21	0	0	8	16	131	135
1:00 PM	179	0	534	146	859	612	28	21	0	0	8	16	138	139
2:00 PM	186	0	526	145	857	614	28	21	0	0	8	16	147	144
3:00 PM	193	0	518	148	859	612	81	54	0	0	8	16	156	149
4:00 PM	220	0	510	155	885	586	82	51	0	0	65	224	238	162
5:00 PM	251	0	351	231	833	638	82	49	0	0	65	224	238	162
6:00 PM	284	0	192	307	783	688	82	51	0	0	65	224	553	321
7:00 PM	315	0	33	539	887	584	28	21	0	0	8	16	553	401
8:00 PM	322	0	25	691	1038	433	28	21	0	0	8	16	553	413
9:00 PM	329	0	17	831	1177	294	28	21	0	0	8	16	396	413
10:00 PM	336	0	9	814	1159	312	31	20	0	0	0	9	198	413
11:00 PM	347	0	0	599	946	525	28	21	0	0	0	0	0	599
Max/use:	361	0	558	831	1177	Total/day:	709	709	0	0	956	956	3545	3545

Total Spaces (1471) - Total Required = Excess Spaces

Minimum Excess Spaces: **294**



Exhibit D

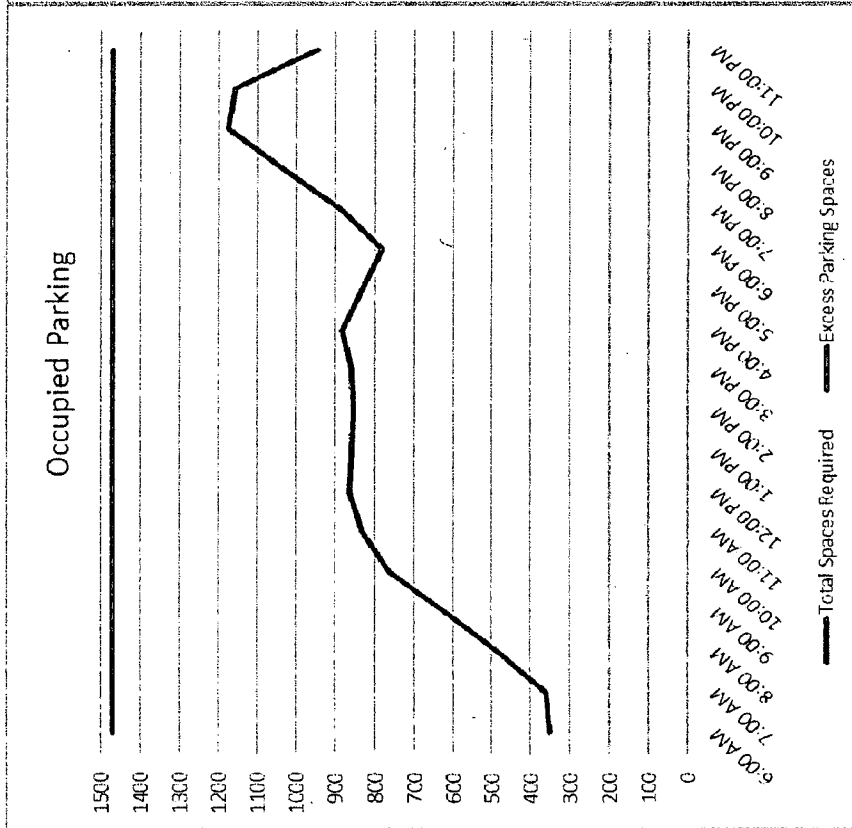
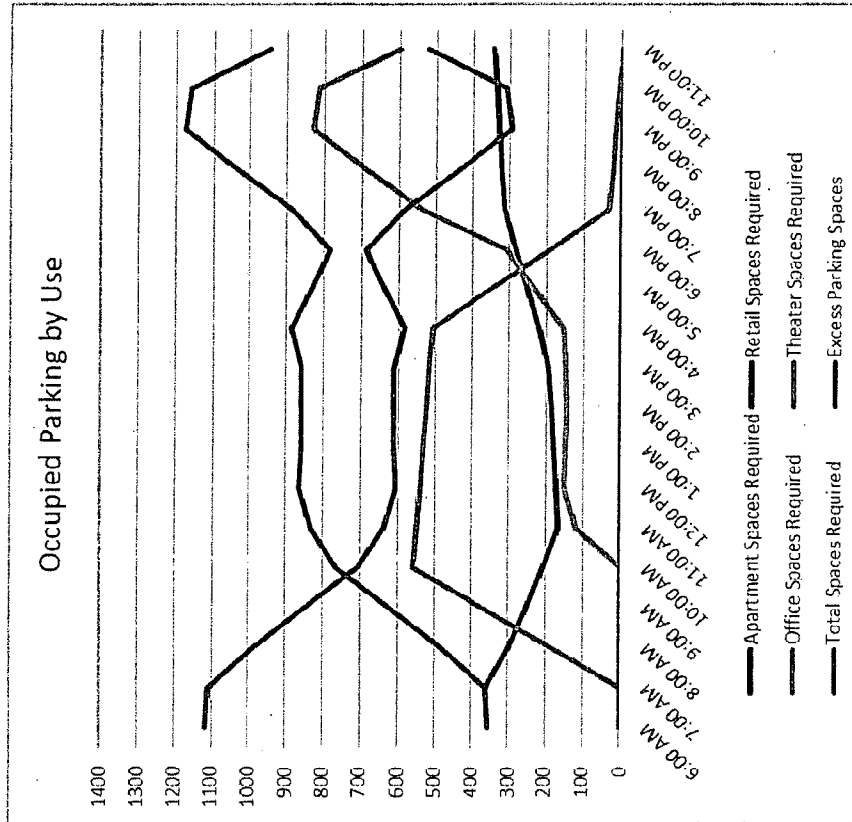


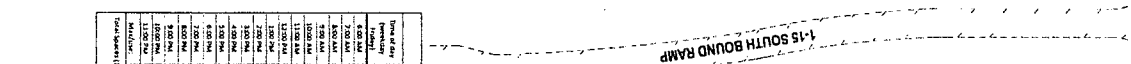
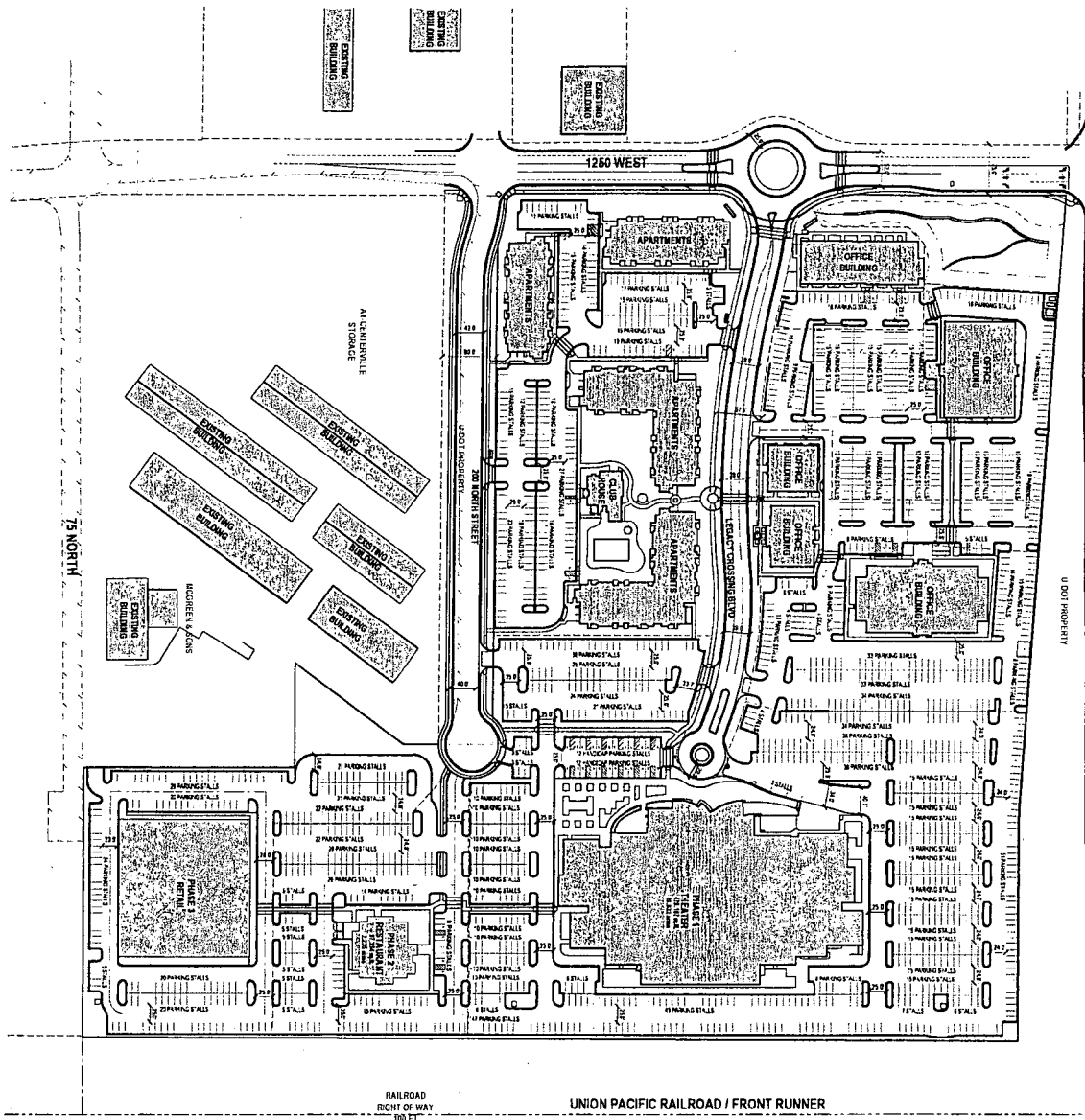
Exhibit E



**EXHIBIT 3**

**AMENDED EXHIBIT TO THE DEVELOPMENT AGREEMENT**

Exhibit C – Master Site Plan

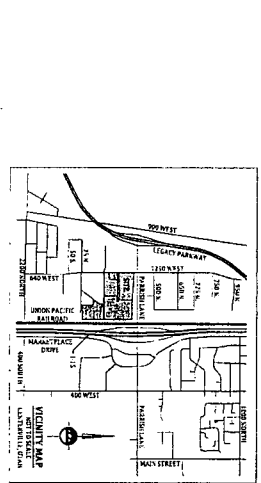
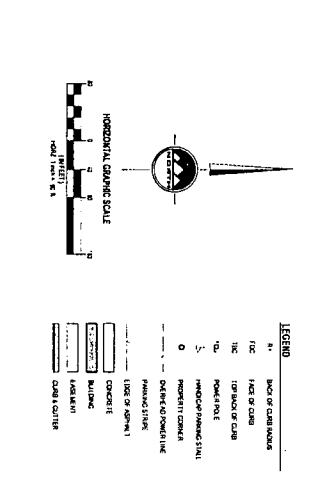


**THE DEPARTMENT PARKING ANALYSIS PHASES 1 & 2**

Phase	Area	Area (sq ft)	Area (sq ft) / 1000	Area (sq ft) / 10000	Area (sq ft) / 100000	Area (sq ft) / 1000000	Area (sq ft) / 10000000	Area (sq ft) / 100000000	Area (sq ft) / 1000000000
1	APARTMENT	100,000	100	1.0	0.01	0.0001	0.000001	0.00000001	0.0000000001
	OFFICE	200,000	200	2.0	0.02	0.0004	0.000004	0.00000016	0.0000000064
2	APARTMENT	150,000	150	1.5	0.015	0.000225	0.00000225	0.00000009	0.0000000081
	OFFICE	300,000	300	3.0	0.03	0.0009	0.000009	0.00000036	0.0000001296

**LEGEND**

- APARTMENT
- OFFICE
- CLUB
- RETAIL
- RESTAURANT
- PARKING
- STREET
- RAILROAD
- BOUNDARY
- EXISTING BUILDING
- PROPOSED BUILDING
- PROPOSED PARKING
- PROPOSED STREET
- PROPOSED RAILROAD
- PROPOSED BOUNDARY
- PROPOSED EXISTING BUILDING
- PROPOSED PROPOSED BUILDING
- PROPOSED PROPOSED PARKING
- PROPOSED PROPOSED STREET
- PROPOSED PROPOSED RAILROAD
- PROPOSED PROPOSED BOUNDARY



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CENTERVILLE CITY, UTAH



**EXHIBIT 4**

**AMENDED EXHIBIT TO THE DEVELOPMENT AGREEMENT**

Exhibit H – Reciprocal Parking and Cross-Access Easement Plan

