

206/197

# LEGACY CROSSING AT PARRISH LANE

2555652  
BK 5118 PG 526

## DEVELOPMENT AGREEMENT & EXHIBITS

JULY 26, 2010

MEGA  
APLEX

06-008-0027  
0038  
0057  
0058  
0087

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 CENTERVILL



**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 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, 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. **Sidewalks and Pedestrian Pathways.** Developer shall provide within, through and around the Planned Development a network of sidewalks and pedestrian pathways that interconnect residential and commercial uses and provide for vehicular crossings. All sidewalks and pathways shall be provided as more particularly shown

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 Guarantee 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 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 all City 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 car sales, 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 12-63-050 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 therein 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 system

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.

**A CITY@**

**CENTERVILLE CITY**

ATTEST:

Marilyn Holje  
Marilyn Holje, City Recorder

By: Ronald G. Russen  
Mayor Ronald G. Russen

**A DEVELOPER@**

**PARRISH LAND HOLDINGS, LLC**

By: [Signature]  
Its: Manager

**LEGACY CROSSING LLC**

By: Deann C. Brinkman L-SC  
Its: member. Deann

CITY ACKNOWLEDGMENT

STATE OF UTAH )

:ss.

COUNTY OF DAVIS )

On the 28th 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.

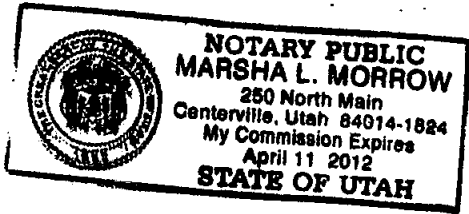
Marsha L Morrow  
Notary Public

My Commission Expires:

4-11-2012

Residing at:

Centerville

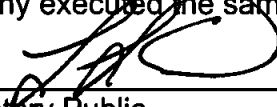




DEVELOPER ACKNOWLEDGMENT

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

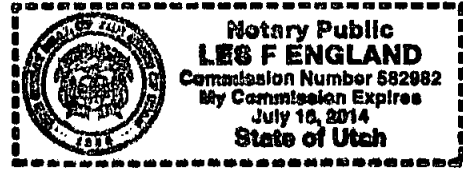
On the 15<sup>th</sup> day of Sept, 2010, personally appeared before me Craig Magel who being by me duly sworn did say that (s)he is the of **PARRISH LAND HOLDINGS, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that 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 )

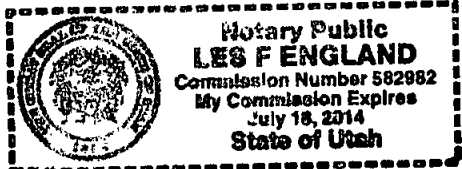


On the 15<sup>th</sup> day of Sept, 2010, personally appeared before me Danny C. Bridger who being by me duly sworn did say that (s)he is the of **LEGACY CROSSING LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

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

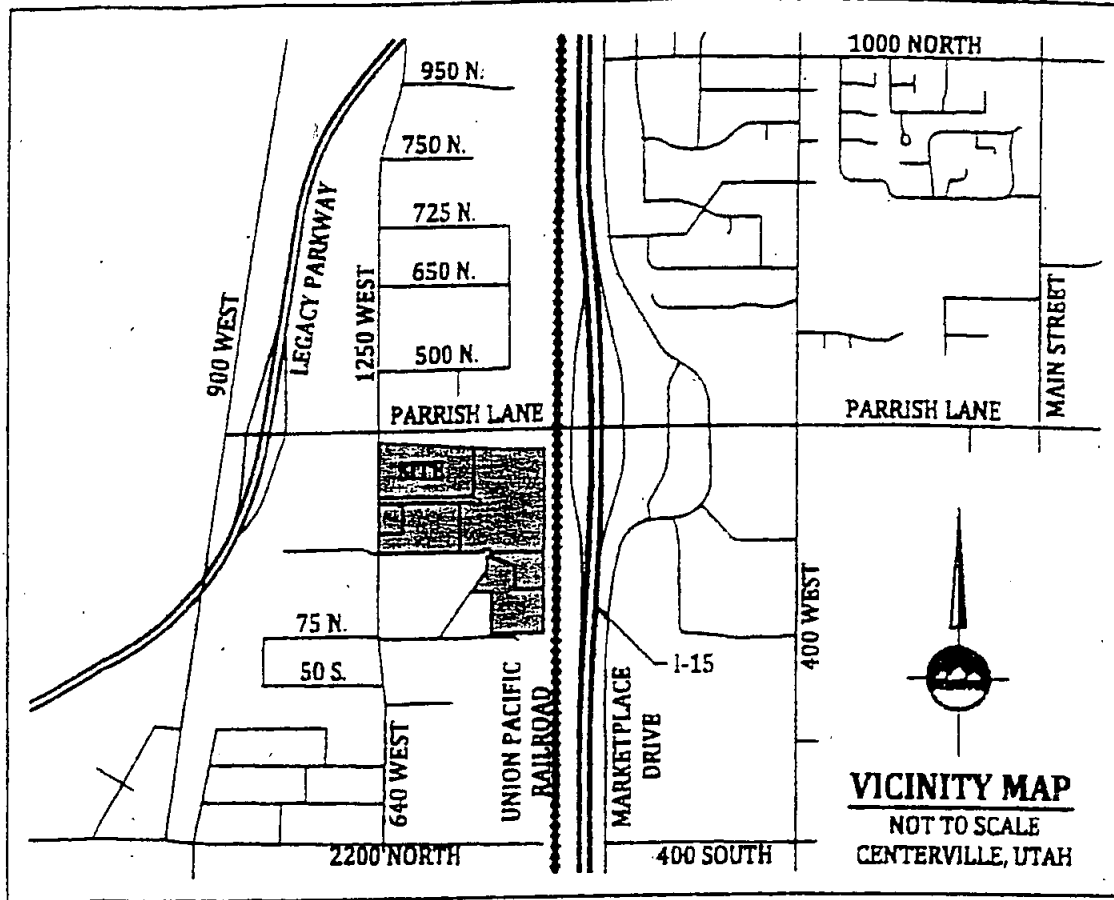
My Commission Expires:  
7-18-14

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



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:

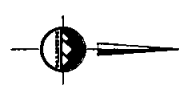
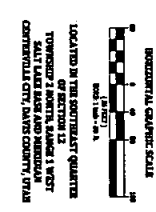
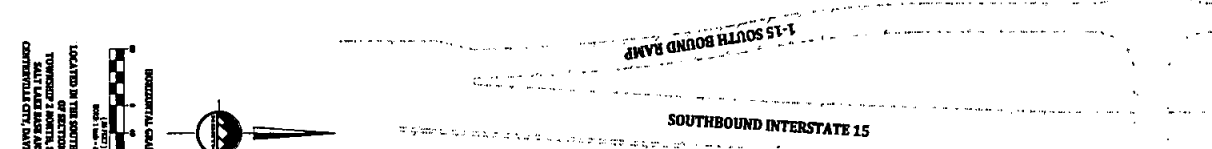
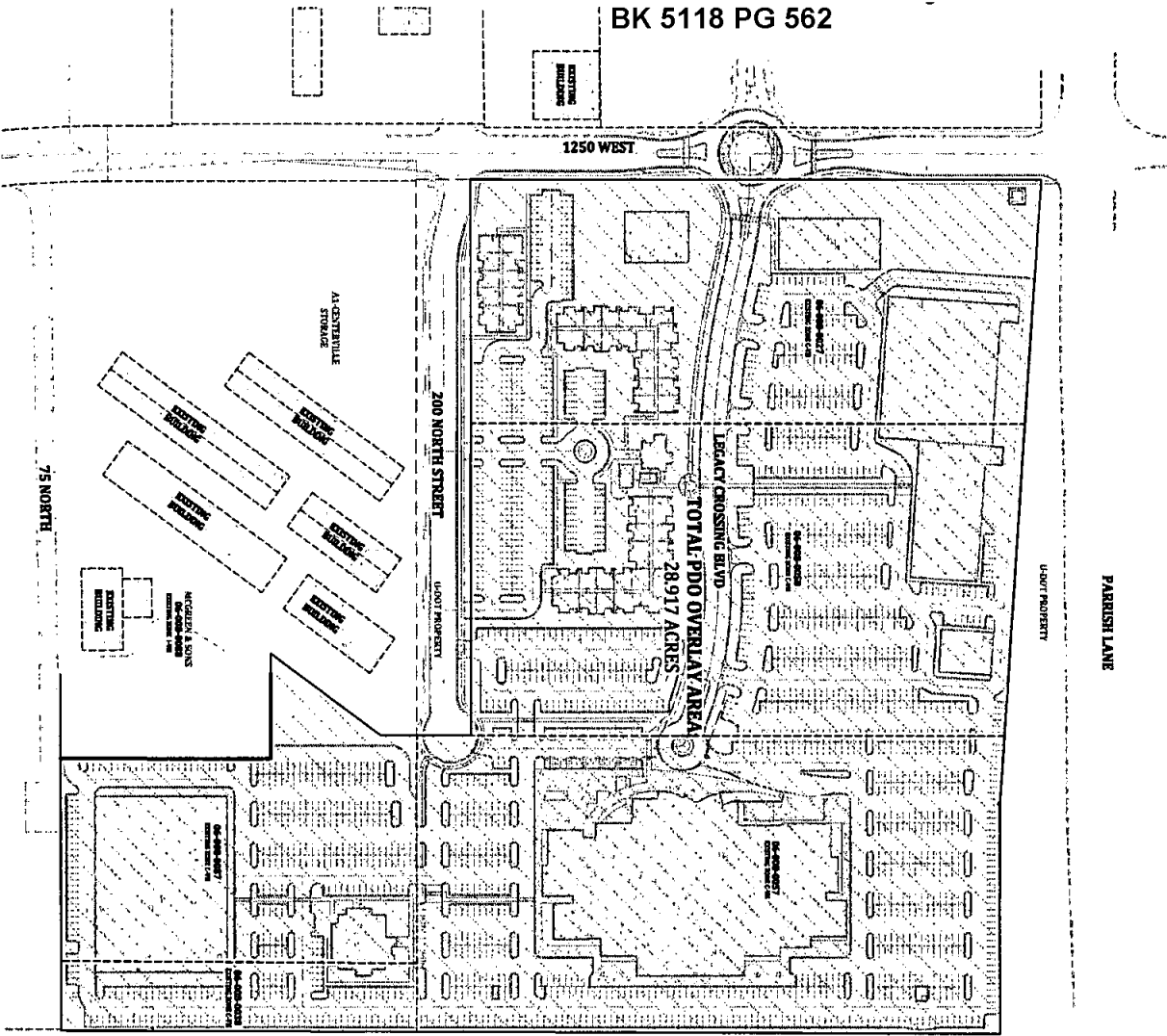
thence West 399.55 feet;  
 thence North  $0^{\circ}03'50''$  East 309.55 feet;  
 thence West 153.69 feet;  
 thence North  $36^{\circ}27'30''$  East 200.82 feet;  
 thence North  $0^{\circ}03'50''$  East 52.64 feet to the Southeast Corner of a parcel in the ownership of the Utah Department of Transportation, (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  $89^{\circ}56'12''$  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  $86^{\circ}08'42''$  East 915.93 feet along the south line of Parrish Lane to an existing UDOT Right-of-Way Marker;  
 thence South  $89^{\circ}52'42''$  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

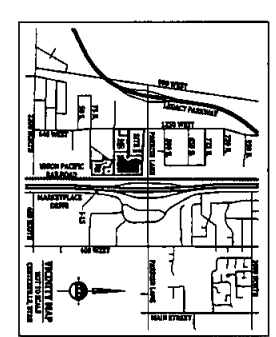
Keith R. Russell  
 License no. 164386





LOCATED IN THE CENTRAL QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, CENTRAL CITY, KANE COUNTY, UTAH

**LEGACY CROSSING**  
 1250 WEST STREET  
 CENTERVILLE CITY, UTAH



**ENSGN**

1405 West Mitchell Rd.  
 Suite 204  
 Layton, UT 84041  
 Phone: 801-535-6155  
 FAX: 801-535-6157  
 WWW.ENSGN.COM

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

**B-1**

PDZ  
 ZONING  
 PLAN

**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; THE 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-R1 W, 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-R1 W, 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 Plat 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 "F"), 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.

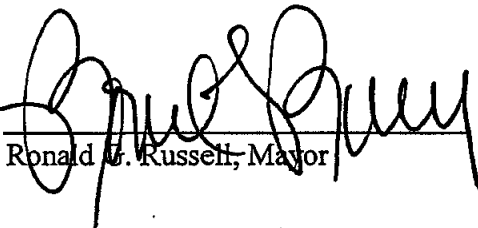
15. The development of all phases and the associated final site plan approvals shall be also subject to Chapter 12-63, Parrish Lane Gateway Design Standards, except whereas defined or modified by the PDO approval.
16. The commercial and entertainment component of the PDO shall comply, be modified, or 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 true 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 pathways, 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 1<sup>st</sup> DAY OF JULY, 2010.**

**CENTERVILLE CITY**

BY:   
 Ronald J. Russell, Mayor

ATTEST:

  
 Marilyn Holje, City Recorder

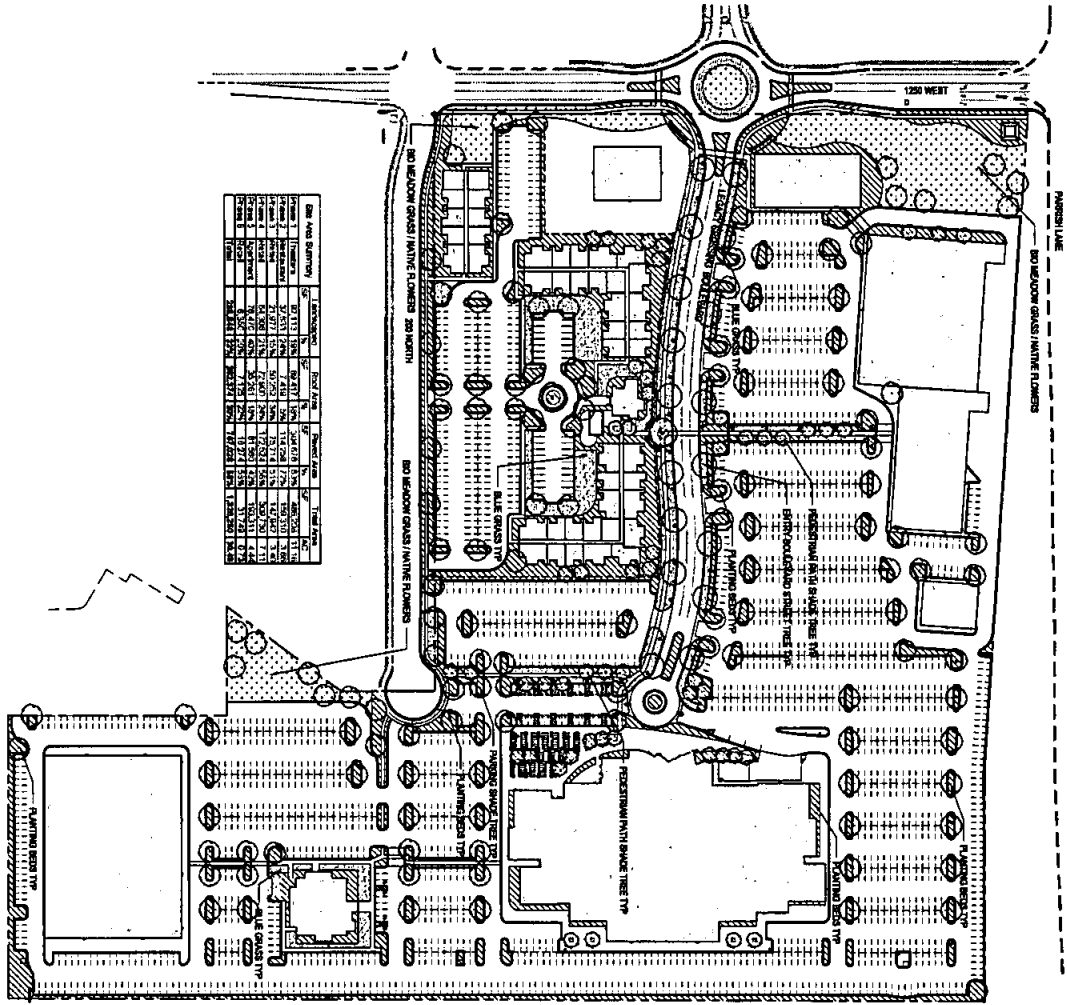


Voting by the City Council:

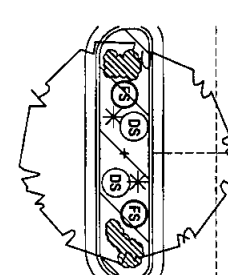
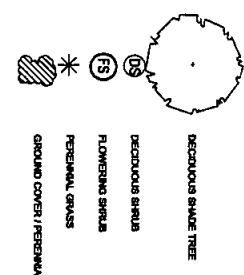
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Councilmember Allen	<u>  X  </u>	<u>          </u>
Councilmember Averett	<u>          </u>	<u>  X  </u>
Councilmember Cutler	<u>  X  </u>	<u>          </u>
Councilmember Lindstrom	<u>  X  </u>	<u>          </u>
Councilmember Wright	<u>  X  </u>	<u>          </u>







NO. PLANTS	PLANT SPECIES	PLANT SIZE	PLANT TYPE	PLANTING DATE	PLANTING METHOD	PLANTING COST	PLANTING TOTAL
1	DO MEADOW GRASS / NATIVE FLOWERS	300	GRASS	2024	PLANTING	15000	15000
2	DO MEADOW GRASS / NATIVE FLOWERS	300	GRASS	2024	PLANTING	15000	15000
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4	DO MEADOW GRASS / NATIVE FLOWERS	300	GRASS	2024	PLANTING	15000	15000
5	DO MEADOW GRASS / NATIVE FLOWERS	300	GRASS	2024	PLANTING	15000	15000
6	DO MEADOW GRASS / NATIVE FLOWERS	300	GRASS	2024	PLANTING	15000	15000
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49	DO MEADOW GRASS / NATIVE FLOWERS	300	GRASS	2024	PLANTING	15000	15000
50	DO MEADOW GRASS / NATIVE FLOWERS	300	GRASS	2024	PLANTING	15000	15000



TYPICAL PLANTING ISLAND

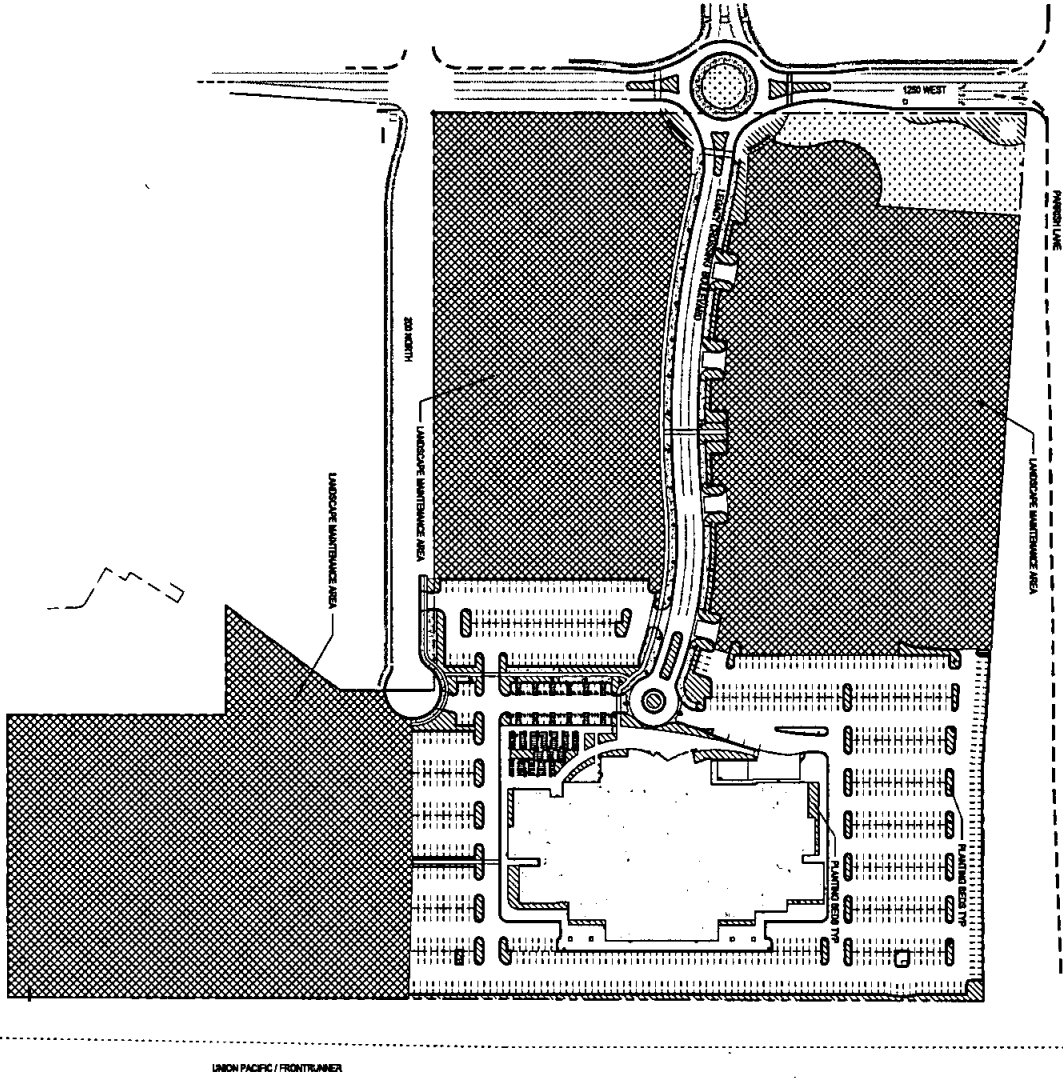
- LEGEND**
- DO MEADOW GRASS / NATIVE FLOWERS WITH WILDFLOWER SEED MAT.
  - IDENTIFY TILE GRADE
  - LANDSCAPE PLANTING ISLANDS: PERENNIAL GRASS / PERENNIAL, 0 ANNUALS

LEGACY CROSSING AT PARRISH LANE  
MIXED COMMERCIAL / RESIDENTIAL  
PLANNED DEVELOPMENT

CENTREVILLE  
UTAH

LANDSCAPE  
MASTER  
PLAN  
DEVELOPMENT  
AGREEMENT  
DRAWING  
E-1

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LANDSCAPE MAINTENANCE PLAN

**LEGEND**

 LANDSCAPE MAINTENANCE AREA - ANY HYDRO BASED WITH OTHER PRESERVATION BOX

**NOTES**

1. LANDSCAPE MAINTENANCE AREA SHALL BE MAINTAINED TO VERTICES NEAREST CORNER.
2. MAINTENANCE OF LANDSCAPE MAINTENANCE AREA SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.
3. ALL UNDEVELOPED PHASES SHALL BE MAINTAINED WITH EXISTING PLANTING.
4. MAINTENANCE OF LANDSCAPE MAINTENANCE AREA SHALL BE THE RESPONSIBILITY OF THE DEVELOPER.
5. ANY PHASE TRANSFERRED TO NEW OWNERSHIP SHALL BE MAINTAINED BY NEW OWNER IN ACCORDANCE WITH RECORDED COVENANT.



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 MIXED COMMERCIAL / RESIDENTIAL  
 PLANNED DEVELOPMENT**

CENTERVILLE  
 UTAH

LANDSCAPE  
 MAINTENANCE  
 PLAN  
 DEVELOPMENT  
 AGREEMENT  
 EXHIBIT

**E-2**

## E-3

**Master Plant List  
For  
Legacy Crossing at Parrish Lane  
July 26, 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 6500-10,000 feet. This tree is narrowly pyramidal and grows to 60'-80' tall. Only for cool, moist environments.

***Abies concolor* -White Fir** zone 3-7 water 2-3

Native, evergreen tree occurring at elevations of 6000-8000 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 ginnala* -Amur or ginnala 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 tataricum* -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 1-6 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 crusgalli* -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 phaenopyrum* -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 triacanthos* 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 2-6 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'-60'. 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 Blackhills 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 longaeva* -Bristlecone Pine** zone 4-7 water 1 Native, slow growing evergreen. With a maximum height of 8'-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* 'Bolleana' -Bolleana 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 hedge, 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* "Massachusetts" -Kinnikinnick/ Bearberry** zone 2 water 1 Medium growing 8-15' x 4-6' 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-leaved 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-leaved 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.

***Caragana arborescens* -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.

***Caragana 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.

***Chamaebatiaria 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, grey-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 2-6 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. *tamariscifolia*. Potential for root rots.

***Ligustrum x vicaryi* -Golden Privet zone 4**

Large oval-rounded shape, medium growth to 6-8' 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* -Mugo 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* 'Cismontana' -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 5-6'. 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.

***Rosa polyantha* –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 oreophilus -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 Reed 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' -Frikartii*** 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 saxatile compactum* -Dwarf Basket of Gold** zone 4 water 2 Yellow blooms with gray foliage; early season bloomer; height 4"-6"; 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 season 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 flowering 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.

**Hemerocallis 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 –'Hopley'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.

***Ratibida columnifera* -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/Gloriosa 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. 18-24" 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 hybrids* -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 bysantia* -Lamb's Ear** zone 4 water 1

Lavendar 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"-8"; use as a rock garden plant. Tolerant to most soils; requires full sun.

***Veronica spicata* -Spike 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.

***Vinca 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 –Grecian Windflowers** zone 5 water 1

Hardy daisy like flowers create a colorful carpet. Height 3-6"

**Chindoxa -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. Rosey 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 –Pickwick 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 8-10" 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 -Minnow Daffodils** zone 4 water 1

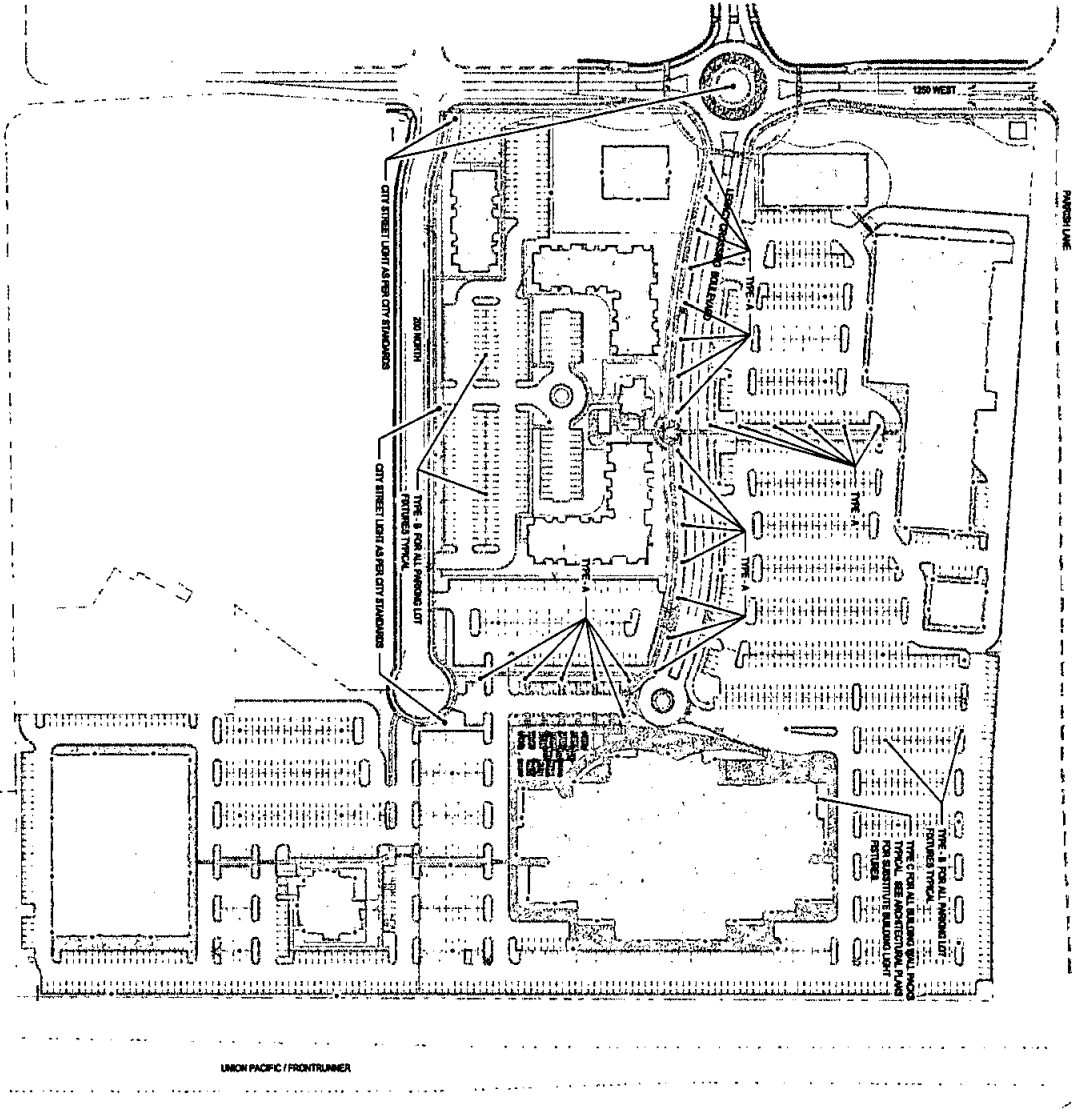
Very small creamy white blooms have a petite contrasting bright yellow cup. Very fragrant with 3-5 blooms on each stem. Height 1-8"

**Puschkinia libanotica -Early Stardrift** 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 green foliage; 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.



**NOTES**

SEE LIGHTING FIXTURE SCHEDULE FOR TYPE A,B,C  
 TYPE C WALL MOUNT FIXTURES MAY BE SUBSTITUTED  
 WITH ARCHITECTURAL LIGHT FIXTURES FOR EACH  
 BUILDING

U.S. Department  
 1313 North Hildred Road  
 Layton, Utah 84041  
 Telephone: (801) 544-3443  
 Telex: (801) 344-0833  
 www.usdoj.gov



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

CENTREVILLE  
 UTAH

LIGHTING  
 MASTER  
 PLAN  
 DEVELOPMENT  
 AGREEMENT  
 EXHIBIT

**F-1**



F-2

Lighting Exhibits



**LA6133-H** (Formerly: LA1783-H)  
 Catalog: **TYPE A**

**Description:**  
 Pendant w/Segmented Horizontal Reflector

Cast Aluminum Construction w/ Heavy Duty Aluminum Spinings, Refractive Lens  
 Standard w/clear tempered flat glass door assembly and segmented optics  
 Horizontal Lamp Placement  
 Standard w/clear tempered flat glass door assembly and segmented optics  
 Hinged Hccd  
 Dark Sky Compliant

**General Specification:**  
 Cast aluminum parts shall be cast from 356 aluminum alloy. Porcelain medium base 4kv 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.

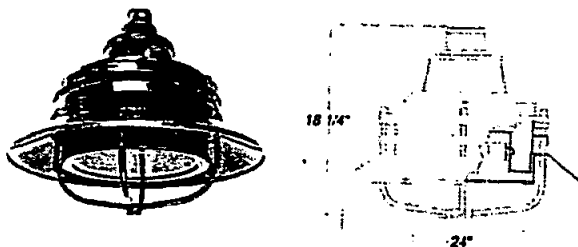
All H.I.D. ballast will be high power factor except as noted. Typical H.I.D ballast will be multitap.

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

Fluorescent:  
 Multitap 120 volts - 277 volts electronic

**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.



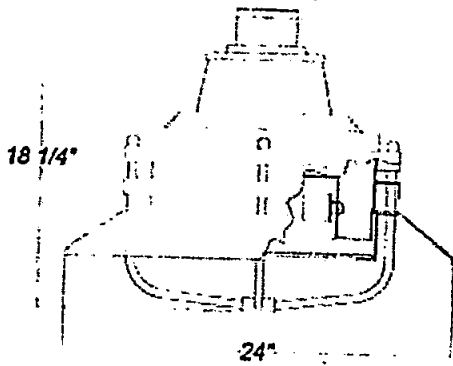
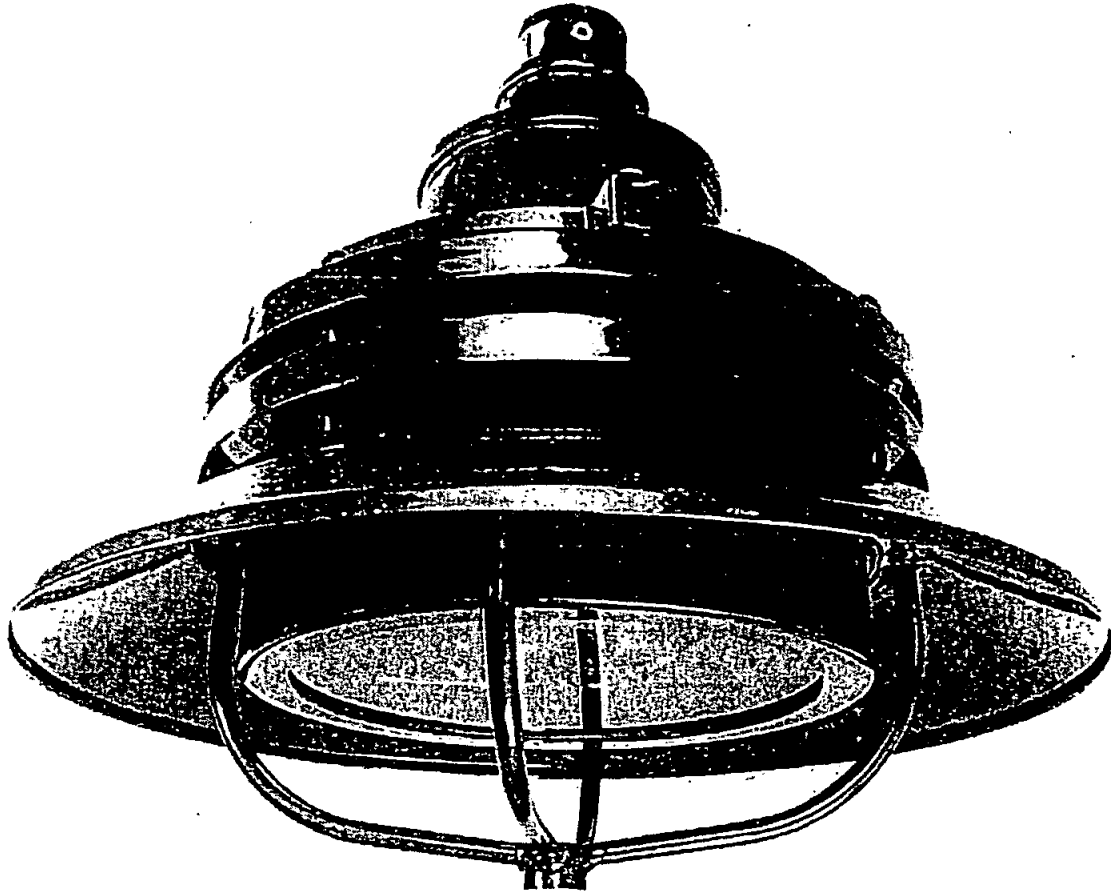
	Inc (Incandescent)	WPL (Fluorescent)	HID High Pressure Sodium/Metal Halide	HID High Pressure Sodium/Metal Halide
Max Wattages	300W	42W	100W	175W

	HID High Pressure Sodium/Metal Halide	Induction	Induction
Max Wattages	250W	55W	65W

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

Available Colors							
Color plates below represent available colors for this product. If photograph not available in selected color, color back plate will be shown							
40	41	42	43	44	45	46	47
49	50	51	52	53	56	61	64
65	66	67	68	69	70	71	72
76	99						

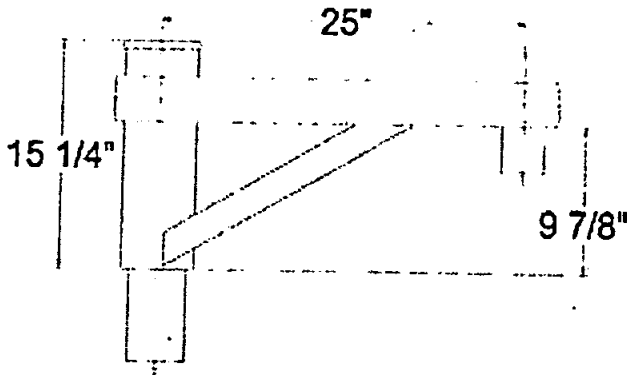
TYPE A





PA311-1 (Formerly: PA129-1)  
 Catalog: 12

**TYPE F ARM**



Weight 4.50 lbs

**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 luminaire  
 Add post height measurement to pole for overall height.

**Typical Specification:**  
 Mounts shall be cast from 356 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.

Available Colors

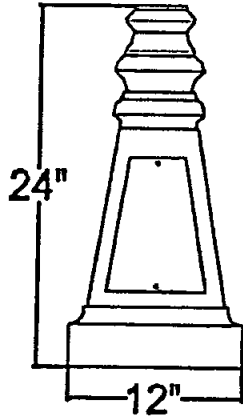
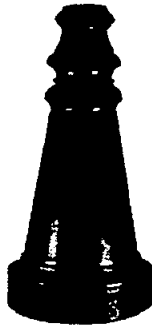
Color plates below represent available colors for this product.  
 If photograph not available in selected color, color back plate will be shown

40	41	42	43	44	45	46	47
49	50	51	52	53	56	61	64
65	66	67	68	69	70	71	72
76	99						



TYPE F  
POST

CB0207 (Formerly: CB52)



**Description:**

Complete cast aluminum construction

**Typical Specification:**

Pole bases and base plates shall be cast from 356 aluminum alloy. \*Round straight or tapered smooth shafts shall be seamless extruded 6061-T6 aluminum \*Round Straight fluted shafts shall be extruded 6063-T6 aluminum.. \*Round straight fluted shafts 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 shaft, 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 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.

**Pole Disclaimer:**

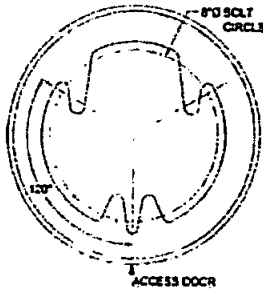
Pole heights, wall thickness, and bases are designed to withstand nominal luminaries and cross arm configurations. Consult factory for your specific requirements.

**Pole Foundation:**

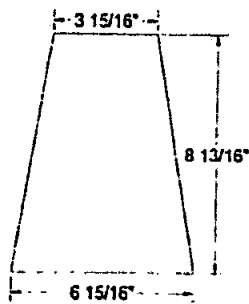
ANP does not provide designs or recommendations of foundations for poles.

Anchor Bolts 3 \* Cast Base Weight 22.00 lbs

Bolt Circle Drawing



Door Size Pattern



**AVAILABLE COLORS**

Color plates below represent available colors for this product.

If photograph not available in selected color, color back plate will be shown

40	41	42	43	44	45	46	47
49	50	51	52	53	58	61	64
65	66	67	68	69	70	71	72
76	99						

TYPE B

**LITHONIA LIGHTING**  
**FEATURES & SPECIFICATIONS**

**INTENDED USE** — 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. Hinged aluminum door frame incorporates stainless steel hardware. Continuous silicone gasketing surrounds lens for weather-tight seal. Optional tool-less hardware is available to maximize installation and maintenance ease.

**Lens:** Thermal 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 electrostatically applied powder paint. Optional linear embossed accent reveals are available.

**OPTICAL SYSTEM** — Flat lens configurations meet full-cutoff criteria (cutoff with EHS and EHSB options). Vertical-lamp reflectors are 1-piece spun and formed anodized aluminum. Specialized distributions 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 maximize heat dissipation and ensure structural integrity for optimal component life. Ballast: Constant wattage autotransformer. Metal Halide: Super CWA (pulse start ballast), 88% efficient and EISA legislation compliant, is required for 175-1000W (SCWA option) for US shipments only. CSA, NOM or INTL required for probe start shipments outside of the US. Pulse-start ballast (SCWA) required for 200W, 320V, 350W, or 450W. Ballast is 100% factory-tested.

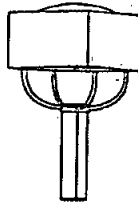
**Socket:** Mogul-base porcelain socket with copper alloy, nickel-plated screw shell and center contact. Vertically-oriented for types SYM, ASY, and VFA distributions. Horizontal position-oriented for types R2, R3 and R4. UL listed 1500V-600V, 4XV pulse rated. Reflectors are rotatable and interchangeable.

**INSTALLATION** — Extruded aluminum arm with integral splice compartment. Standard arm is 9" in length. (12" arm is required for fixtures mounted at 90°). Aluminum fuser for 4" to 6" OD poles.

**LISTING** — UL Listed to US and Canadian safety standards (see Options). NOM Certified (see options). UL listed for 25°C ambient and wet locations. Optical chamber IP55 rated.

**NOTE:** Specifications subject to change without notice.

Catalog Number	KVF 1000M ASYDL TB SP09	
Notes		Type P2



Area Lighting  
**KVF2**

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

**Specifications**

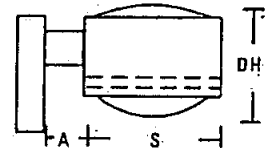
Square: 21.5 (54.6)  
 Flat lens height: 14.0 (35.5)  
 Drop lens height: 17.0 (43.2)

**Arm/mount**  
 EPA: 2.8 ft<sup>2</sup> (0.25m)  
 \*Weight: 53 lbs (24 kg)

**Post-top**  
 EPA: 2.9 ft<sup>2</sup> (0.25m)  
 Weight: +2 lbs to \*  
 Overall height: 22.7 (57.6)

\*Weight as configured in example below.

All dimensions are in inches (centimeters) unless otherwise specified.



Representative of the embossed accents (EA) option.

Mounting Option	Drilling Template
SPxx, RPxx, DA12P	5
WBxx, DA12WB	6
WVxx	7

**ORDERING INFORMATION**

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

Example: KVF2 400M SYMDL TB-SCWA SP09 LPI

<b>KVF2</b>	<b>1000M</b>	<b>ASYDL</b>	<b>TB</b>	<b>SP09</b>		
<b>Series</b>			<b>Voltage</b>	<b>Mounting</b>	<b>Options</b>	<b>Lamp<sup>11</sup></b>
KVF2			120	Type	Shipped installed in fixture	LPI Lamp included
Wattage			205 <sup>3</sup>	SP Square pole	SF Single fuse 120, 277, 347V <sup>13</sup>	L/LP Less lamp
Metal halide	High pressure		240 <sup>3</sup>	RP Round pole	DF Double fuse 208, 240, 480V <sup>13</sup>	
175M <sup>21</sup>	Sodium		277	WB Wall bracket	KW1 Kilowatch® 120V control relay <sup>14,15</sup>	
200M	250S		347	WV Wood pole/wall bracket	KW4 Kilowatch® 277V control relay <sup>14,15</sup>	
250M <sup>22</sup>	400S		480 <sup>3</sup>	PT Post top; open-top pole	PER NEMA twist-lock receptacle only (photocontrol not included)	
320M <sup>1</sup>	750S <sup>1</sup>		TB <sup>3</sup>		QRS Quartz restrick system <sup>16</sup>	<b>Finish<sup>14</sup></b>
350M <sup>1,22</sup>	1000S <sup>1</sup>		2305DHZ <sup>16</sup>		CRSTO QRS time delay <sup>14,15</sup>	(blank) Dark bronze
400M <sup>23</sup>					EA Embossed accents	DBL Black
450M <sup>1,22</sup>					EHS External houseside shield (matches fixture finish)	DGC Charcoal gray
1000M <sup>2</sup>					EHSB External houseside shield black (painted black to maximize light control)	DVB Medium bronze
					TLS Toolless access	DVA Natural aluminum
					CSA Listed and labeled to comply with Canadian Standards	DWH White
					NOM NOM Certified	CR Corrosion resistant
					INTL Available for MH probe start shipping outside the U.S. REGC1 California Title 20 effective 1/1/2010	
					Shipped separately <sup>15</sup>	
					VG Vandal guard	
					PE1 NEMA twist-lock PE (120, 208, 240V)	
					PE3 NEMA twist-lock PE (347V)	
					PE4 NEMA twist-lock PE (480V)	
					PE7 NEMA twist-lock PE (277V)	
					SC Shorting cap	

**Vertical lamp<sup>8</sup>**  
 SYM Symmetric square  
 ASY Asymmetric  
 VFA Vertical forward throw automotive

**Horizontal lamp<sup>8</sup>**  
 R2 Type II  
 R3 Type III

**High-performance horizontal lamp<sup>2</sup>**  
 SR2FL Type II roadway  
 SR3FL Type III asymmetric  
 SR4SCFL Type IV forward throw, sharp cutoff  
 SR4WFL Type IV forward throw, wide

- NOTES:**
- Must be ordered with SCWA.
  - Use reduced jacketed lamp.
  - Not available with SCWA.
  - Available in vertical lamp orientation only for 208-400M SCWA. Horizontal orientation on 250S or 400S only.
  - Available in ASYDL, SYMDL or VFADL Standard ED25 lamp.
  - For drop lens, specify DL. For flat lens, specify FL. Example: SYMDL or R2FL.
  - Not available with 1000W or post top.
  - Must specify CWI for use in Canada.
  - Optional multi-tap ballast (120, 208, 240, 277V, 320, 347V in Canada).
  - Consult factory for available wattages.
  - 12" arm required when two or more luminaires are oriented on a 90° drilling pattern.

(blank) Magnetic ballast  
 CWI Constant wattage isolated

**Pulse Start**

SCWA Super CWA ballast

**NOTE:** For shipments to U.S. territories, SCWA must be specified to comply with EISA.

- Ships separately.
- Not available with TB. Must specify voltage.
- Maximum allowable wattage lamp included.
- May be ordered as an accessory.
- See www.lithonia.com/archcolors for additional color options.
- Must be specified.
- Arm mount only.
- Specify finish.
- Use KVF2EHSFL for segmented reflectors.
- Black finish only.
- These wattages do not comply with California Title 20 regulations.
- These wattages require the REGC1 option to be chosen for shipments into California for Title 20 compliance. 250M REGC1 is not available in 347 or 480V.

**Accessories: Tenon Mounting Slipfitter<sup>18</sup>**

Number of fixtures

Tenon O.D.	One	Two @ 180°	Two @ 90°	Three @ 120°	Three @ 90°	Four @ 90°
2-3/8" (6)	T20-190	T20-290	T20-290	T20-320	T20-390	T20-490
2-7/8" (7.3)	T25-190	T25-290	T25-290	T25-320	T25-390	T25-490
4" (10.2)	T35-190	T35-290	T35-290	T35-320	T35-390	T35-490

KVFZVG Vandal guard<sup>19</sup>  
 KVFZHS External houseside shield<sup>12,22</sup>  
 KVFZHSB External houseside shield, black<sup>11</sup>



TYPE B



FEATURES & SPECIFICATIONS

**CONSTRUCTION** — Weldable-grade hot-rolled, commercial-quality carbon steel tubing with a minimum yield of 55,000 psi. Uniform wall thickness of 11-gauge (0.1196") or 7-gauge (0.1793"). Shafts are one-piece construction with a full-length longitudinal high-frequency electric resistance weld. Round 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 that meets or exceeds a minimum yield of 36,000 psi. Base plate and shaft are circumferentially welded top and bottom.

Rectangular reinforced handhole having nominal dimensions of 3 x 5" for 5.9" shaft and oval shaped 4 x 6.5" for all other shafts. Cover with attachment screws included. Handhole is located 18" above the base.

Weatherproof, removable top cap provided with all drill-mount poles.

Fasteners are high-strength galvanized, zinc-plated or stainless steel.

**FINISH** — Must specify finish.

**GROUNDING** — Provision located inside handhole rim. Grounding hardware is not included (provided by others).

**ANCHOR BOLTS** — Top portion of anchor bolt is galvanized per ASTM A-153. Made of steel rod having a minimum yield strength of 55,000 psi.

Catalog Number		RTS 39 7-8B DM19
Notes	Type POLE	



Anchor Base Poles

RTS

ROUND TAPERED STEEL

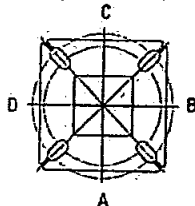
ORDERING INFORMATION

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

Example: RTS 30 6-6B DM19 DDB

RTS	39	7-8B	DM19		
Series	Nominal fixture mounting height	Nominal shaft base size/wall thickness	Mounting <sup>1</sup>	Options	Finish
RTS	20 - 50 feet (see back page.)	(See back page.)	Tenon mounting	Shipped/installed	Standard colors

HANDHOLE ORIENTATION



Handhole

IMPORTANT INSTALLATION NOTES:

- Do not erect poles without having fixtures installed.
- Factory-supplied templates must be used when setting anchor bolts. Lithonia will not accept claim for incorrect anchorage placement due to failure to use Lithonia Lighting factory templates.
- If poles are stored outside, all protective wrapping must be removed immediately upon delivery to prevent finish damage.

NOTES:

- When ordering tenon mounting and drill mounting for the same pole, follow this example: DM29/T20. The combination includes a required extra handhole.
- N/A with RTS 25 5-9B, RTS 30 6-6B, RTS 35 7-3B, RTS 39 7-8B because pole top is too small.
- The drilling template to be used for a particular luminaire depends on the luminaire that is used. Refer to the Technical Data Section of the Outdoor Binder for Drilling Templates.
- Specify location and orientation when ordering option.  
For 1st "x": Specify the height in feet above base of pole.  
Example: 5ft = 5 and 20ft = 20  
For 2nd "x": Specify orientation from handhole (A, B, C, D)  
Refer to the Handhole Orientation diagram above.
- Horizontal arm is 18" x 2-3/8" O.D.: tenon standard.
- Combination of tenon-top and drill mount includes extra handhole.
- Insert "1" or "2" to designate fixture size; e.g. DM19AST2.
- Additional colors available; see www.lithonia.com/archcolors or Architectural Colors brochure (Form No. 794.3). Powder finish standard.

Tenon mounting	
PT	Open top
T20	2-3/8" O.D. (2" NPS) <sup>2</sup>
T25	2-7/8" O.D. (2-1/2" NPS) <sup>2</sup>
T30	3-1/2" O.D. (3" NPS) <sup>2</sup>
T35	4" O.D. (3-1/2" NPS) <sup>2</sup>
Drill mounting <sup>3</sup>	
DM19	1 at 90°
DM29	2 at 180°
DM28PL	2 at 180° with one side plugged
DM29	2 at 90° <sup>2</sup>
DM32	3 at 120° <sup>2</sup>
DM39	3 at 90° <sup>2</sup>
DM49	4 at 90° <sup>2</sup>

AERIS™/OMERO™ Drill mounting<sup>3</sup>

DM19AS	1 at 90°
DM28AS	2 at 180°
DM29AS	2 at 90°
DM32AS	2 at 120°
DM39AS	3 at 90°
DM49AS	4 at 90°

AERIS™ Suspend drill mounting<sup>3,7</sup>

DMxxAST\_

OMERO™ Suspend drill mounting<sup>3,7</sup>

DMxxMRT\_

Shipped/installed	
L/AB	Less anchor bolts
FBC	Full base cover
VD	Vibration damper
TP	Tamper proof
H1-185xx	Horizontal arm bracket (1 fixture) <sup>4,5</sup>
FDLxx	Festoon outlet less electrical <sup>6</sup>
CPL12 xx	1/2" coupling <sup>4</sup>
CPL34 xx	3/4" coupling <sup>4</sup>
CPL1 xx	1" coupling <sup>4</sup>
NPL12 xx	1/2" threaded nipple <sup>4</sup>
NPL34 xx	3/4" threaded nipple <sup>4</sup>
NPL1 xx	1" threaded nipple <sup>4</sup>
EHHxx	Extra handhole <sup>4,8</sup>

Standard colors	
DDB	Dark bronze
DWH	White
DBL	Black
DMB	Medium bronze
DNA	Natural aluminum
GALV	Galvanized finish
Classic colors	
DSS	Sandstone
OGC	Charcoal gray
DTG	Tennis green
DBR	Bright red
DSB	Steel blue
Architectural colors (powder finish) <sup>8</sup>	

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 external hardware includes slotted hex-head fasteners.

**FINISH** — Standard finish is electrostatically-applied, oven-cured, dark bronze (DBS) corrosion-resistant polyester powder paint.

**OPTICAL SYSTEM** — Reflector is specular anodized aluminum. Refractor is prismatic borosilicate glass which is sealed and gasketed to inhibit the entrance of outside contaminants.

**ELECTRICAL SYSTEM** — Electrical components are mounted in hinged front cover that includes primary and secondary electrical disconnect.

**Ballast:** High pressure sodium: 70-150W is high reactance, high power factor. Constant wattage autotransformer for 200-400W. Metal halide: 70-150W is high reactance, high power factor and is standard with pulse-start ignitor technology. "SCWA" not required. Constant wattage autotransformer for 175-400W. Super CWA (pulse start ballast), 86% 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. Pulse-start ballast (SCWA) required for 200W, 320W, or 350W. Ballast is 100% factory-tested.

**Socket:** Porcelain, horizontally oriented, single-ended bayonet base socket for 35W low pressure sodium; medium base socket for 70-150W; and mogul base socket for 175W and above, with copper alloy, nickel-plated screw shell and center contact. UL listed 1500V, 600V.

**INSTALLATION** — Back 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. Feed-thru wiring can be achieved by using a conduit tee. Mount on any vertical surface. Not recommended in applications where a sprayed stream of water can come in direct contact with glass lens.

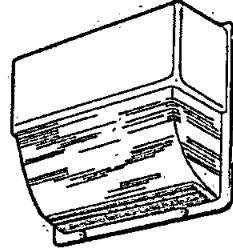
**LISTING** — UL Listed (standard), CSA or NGM Certified (see Options). UL listed for 25°C ambient and suitable for wet locations. IP65 rated (250 watt and below) or IP54 rated (400 watt) in accordance with IEC Standard 529.

Specifications subject to change without notice.

Catalog Number	TWH 250M TB SCWA	
Notes		Type W1

Wall-Packs

**TWH**



**METAL HALIDE**  
70W -- 400W  
**HIGH PRESSURE SODIUM**  
70W -- 400W  
**LOW PRESSURE SODIUM**  
35W  
8' to 25' Mounting


Specifications

Height: 15-3/4" (40cm)  
Width: 16-1/4" (42.6cm)  
Depth: 8" (20.3cm)  
\*Weight: 29.95 (13.55kg)  
\*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	TB	SCWA	Options		Finish <sup>13</sup>	Lamp <sup>14</sup>
Series		Voltage <sup>1</sup>	Ballast <sup>2</sup>				
TWH		120	(blank) Magnetic ballast	<b>Shipped installed in fixture</b>		(blank) Dark bronze	LPI Lamp included
Wattage		208 <sup>1</sup>	CWI Constant wattage isolated	SF Single fuse (120, 277, 347V)		DNA Natural aluminum	L/LP Less lamp
Low pressure sodium <sup>1</sup>	Metal halide	240 <sup>1</sup>		DF Double fuse (208, 240, 480V)		DBL Black	
35L	70M <sup>1,7</sup>	277		EC Emergency circuit <sup>8</sup>		DMB Medium bronze	
High pressure sodium <sup>1</sup>	100M <sup>1</sup>	347	<b>Pulse Start</b> 	QRS Quartz restrike system <sup>9</sup>		DWH White	
70S	150M	480 <sup>1</sup>	<b>SCWA Super CWA ballast</b>	QRSTD Quartz restrike with time delay <sup>4,9</sup>		CR Enhanced corrosion resistance	
100S	175M <sup>1,7</sup>	TB <sup>1</sup>	NOTE: For shipments to U.S. territories, SCWA must be specified to comply with EISA.	PE Photoelectric cell - button type <sup>1,10</sup>		CRT Non-stick protective coating <sup>11</sup>	
150S <sup>1</sup>	200M <sup>1</sup>	23050HZ <sup>1</sup>		PER NEMA twist-lock receptacle <sup>11</sup>			
200S	250M <sup>1,8</sup>			FS Full shield			
250S	320M <sup>4</sup>			TP Tamper proof screws			
400S	350M <sup>4,11</sup>			<b>CSA Listed and labeled to comply with Canadian Standards</b>			
	Ceramic metal halide			NOM NOM Certified (consult factory)			
	70MHC <sup>1</sup>			INTL Available for MH probe start shipping outside the U.S.			
	100MHC <sup>1</sup>			REGC1 California Title 20 effective 1/1/2010			
	150MHC			<b>Shipped separately<sup>12</sup></b>			
				PE1 NEMA twist-lock photocontrol (120V/208V/240V)			
				PE3 NEMA twist-lock photocontrol (347V)			
				PE4 NEMA twist-lock photocontrol (480V)			
				PE7 NEMA twist-lock photocontrol (277V)			
				SC Shorting cap for PER option			
				VG Vandal guard			
				WG Wireguard			

NOTES:

- Not available with SCWA.
- Operates 55V lamp.
- Not available with 480V.
- Must be ordered with SCWA.
- Requires T-15, ED or BT28 reduced jacket lamp.
- Must specify CWI for use in Canada.
- Optional multi-tap ballast (120, 208, 240, 277V); in Canada (120, 277, 347V).
- Consult factory for available wattages.
- Max allowable wattage lamp included.
- Not available with 347V.
- Photocell not included.
- May be ordered as an accessory.
- See www.lithonia.com/archcolors for additional color options.
- Black finish only.
- Must be specified.
- Requires field modification when ordered as an accessory.

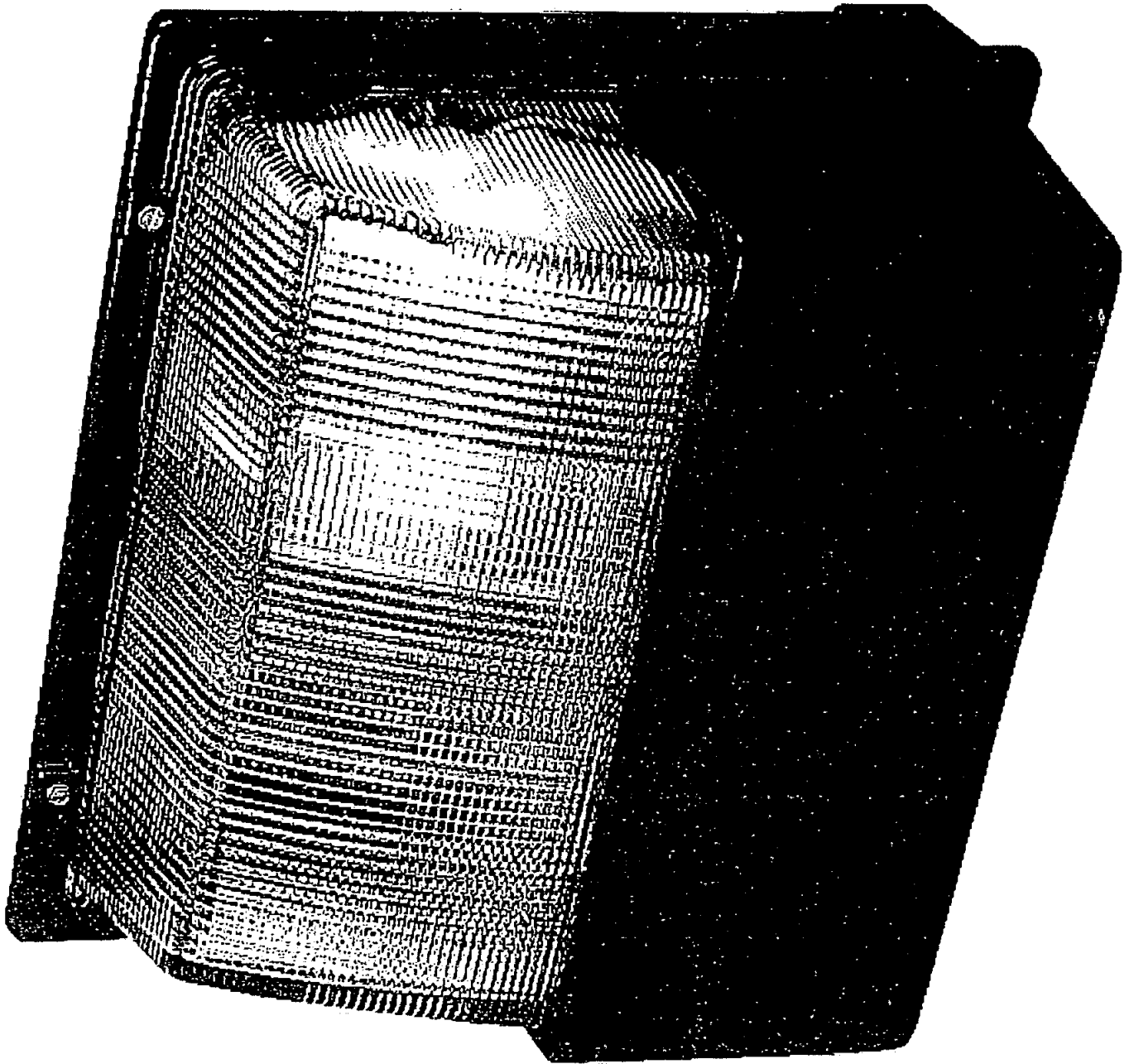
- These wattages do not comply with California Title 20 regulations.
- These wattages require the REGC1 option to be chosen for shipments into California for Title 20 compliance. 250M REGC1 is not available in 347 or 480V.

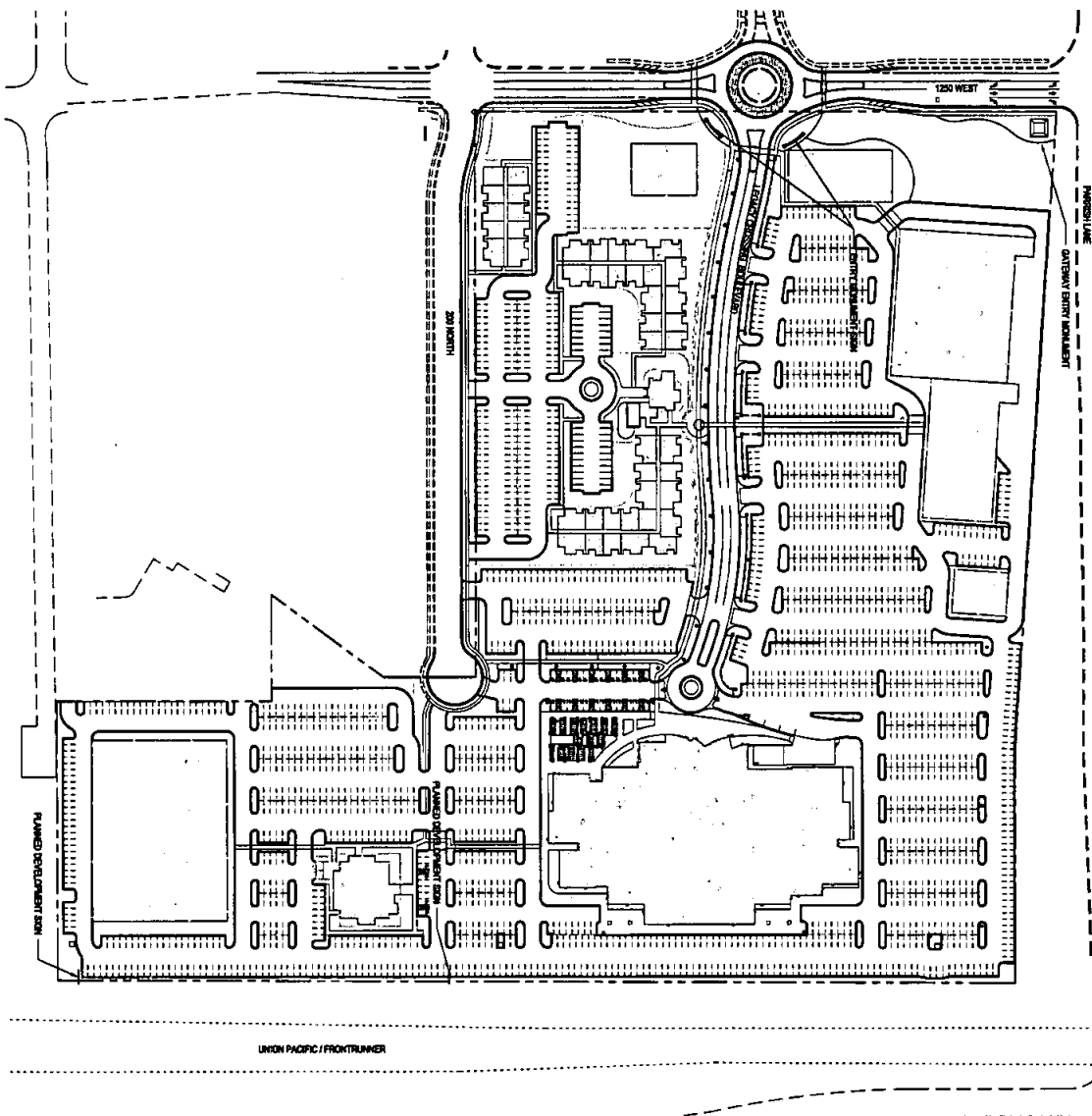
Accessories

Order as separate catalog number.  
TWHVG Vandal guard<sup>16</sup>  
TWHWG Wire guard<sup>18</sup>



TYPE C





- NOTES**
1. SEE PLANNING & ZONING DEPARTMENT SIGN AND GRAPHIC DEVELOPMENT SIGN.
  2. PLANNING DEVELOPMENT SIGN AS PER CITY CODE.
  3. BUILDING SIGNS TO BE APPROVED AT BUILDING PERMIT FOR EACH BUILDING.

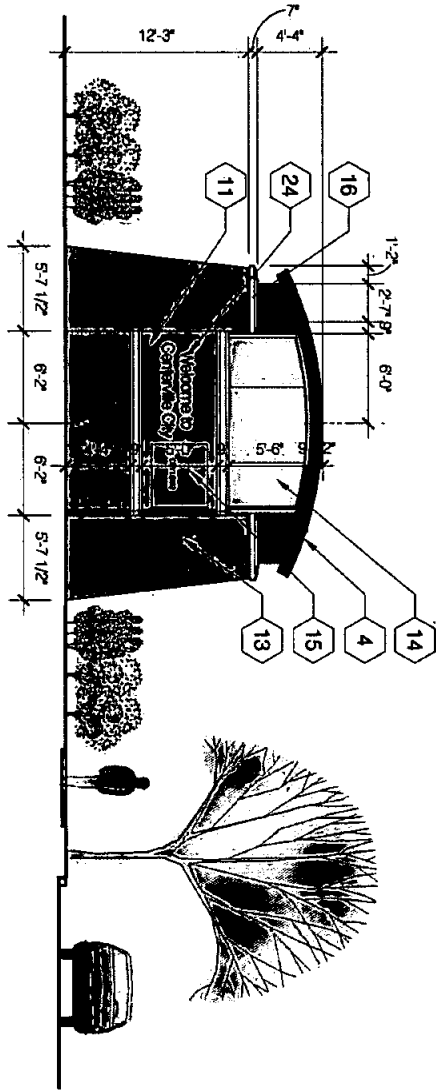
**LEGACY CROSSING AT PARRISH LANE  
MIXED COMMERCIAL / RESIDENTIAL  
PLANNED DEVELOPMENT**

CENTERVILLE  
UTAH

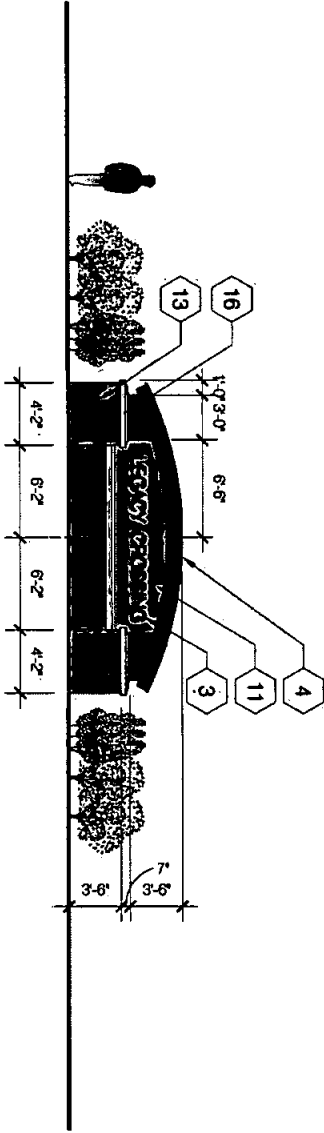
SIGNAGE  
PLAN  
DEVELOPMENT  
AGREEMENT  
EXHIBIT  
**G-1**

U.S. Department of Transportation  
3913 Pennsylvania Avenue, N.W.  
Washington, D.C. 20590  
www.dhs.gov

Utah Department of Transportation  
1400 East 1000 South  
Salt Lake City, UT 84143  
www.udot.utah.gov



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



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

**REFERENCE NOTES**

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

**NOTE**

ALL COLORS TO MEET WITH ARTICLE 8 REGULATION CHAPTER 12-66-070

G-2

1/8"=1'-0"

07/08/10

ARCHITECTURAL DESIGN GUIDELINES  
LEGACY CROSSING DEVELOPMENT, CENTERVILLE, UT.

FFKR  
ARCHITECTS



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<sup>th</sup> day of Sept., 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 \_\_\_\_\_, 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

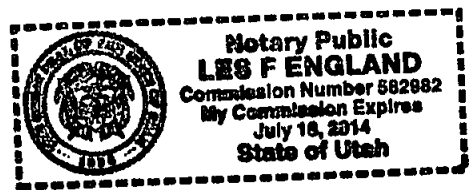
County of Davis

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

(Seal and Expiration Date)

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

7-18-14





Legacy Crossing LLC., a Utah Limited Liability Corporation

By: [Signature]  
Its Managing Member

Danny C. Bridenstine members  
Danny C. Bridenstine

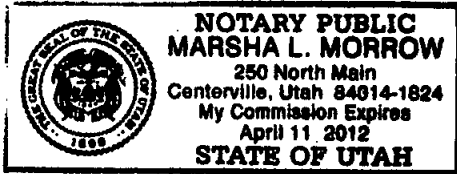
State of Utah

County of Davis

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

(Seal and Expiration Date)

[Signature]  
Notary Public



Approved for Recording:

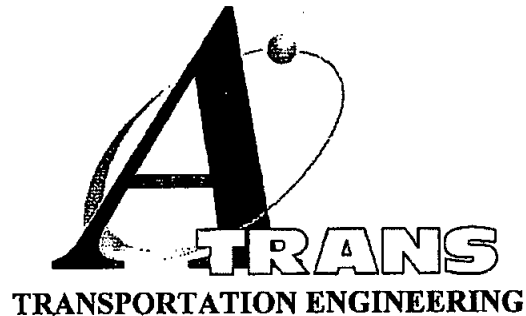
[Signature]  
Centerville City Recorder

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.

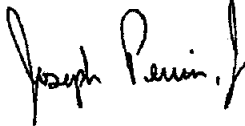
#### Study Recommendations

- 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 should 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

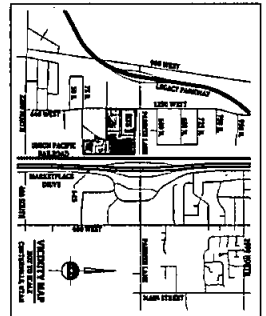
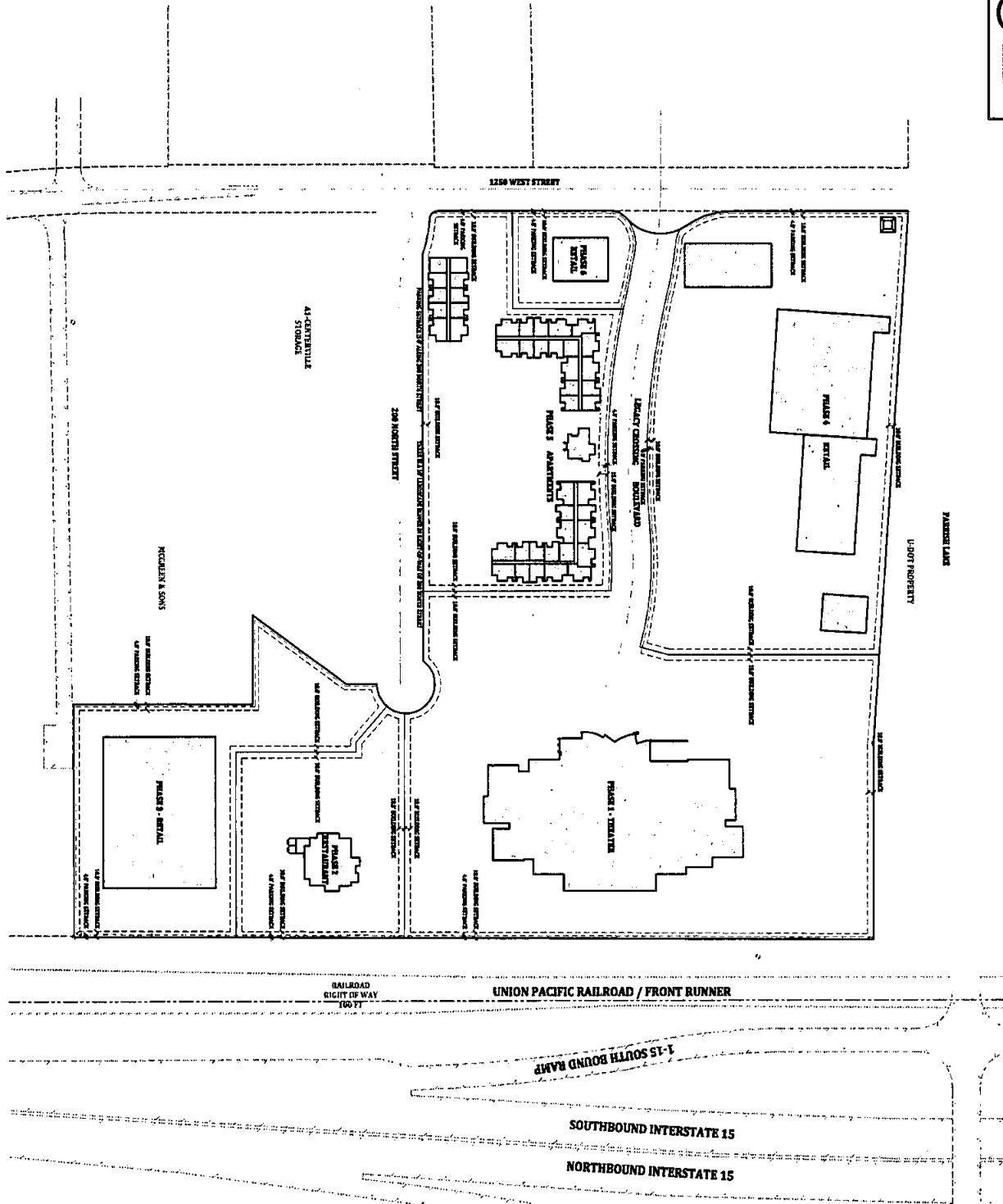
experienced at the intersection and delay for southbound left turn vehicles will increase. It's recommended that Centerville review the accidents at this intersection since Legacy opened.

Please contact me with any questions.

Sincerely,  
**A-Trans Engineering**

A handwritten signature in black ink that reads "Joseph Perrin, PE". The signature is written in a cursive style with a large initial "J".

Joseph Perrin, PhD, PE, PTOE  
Principal



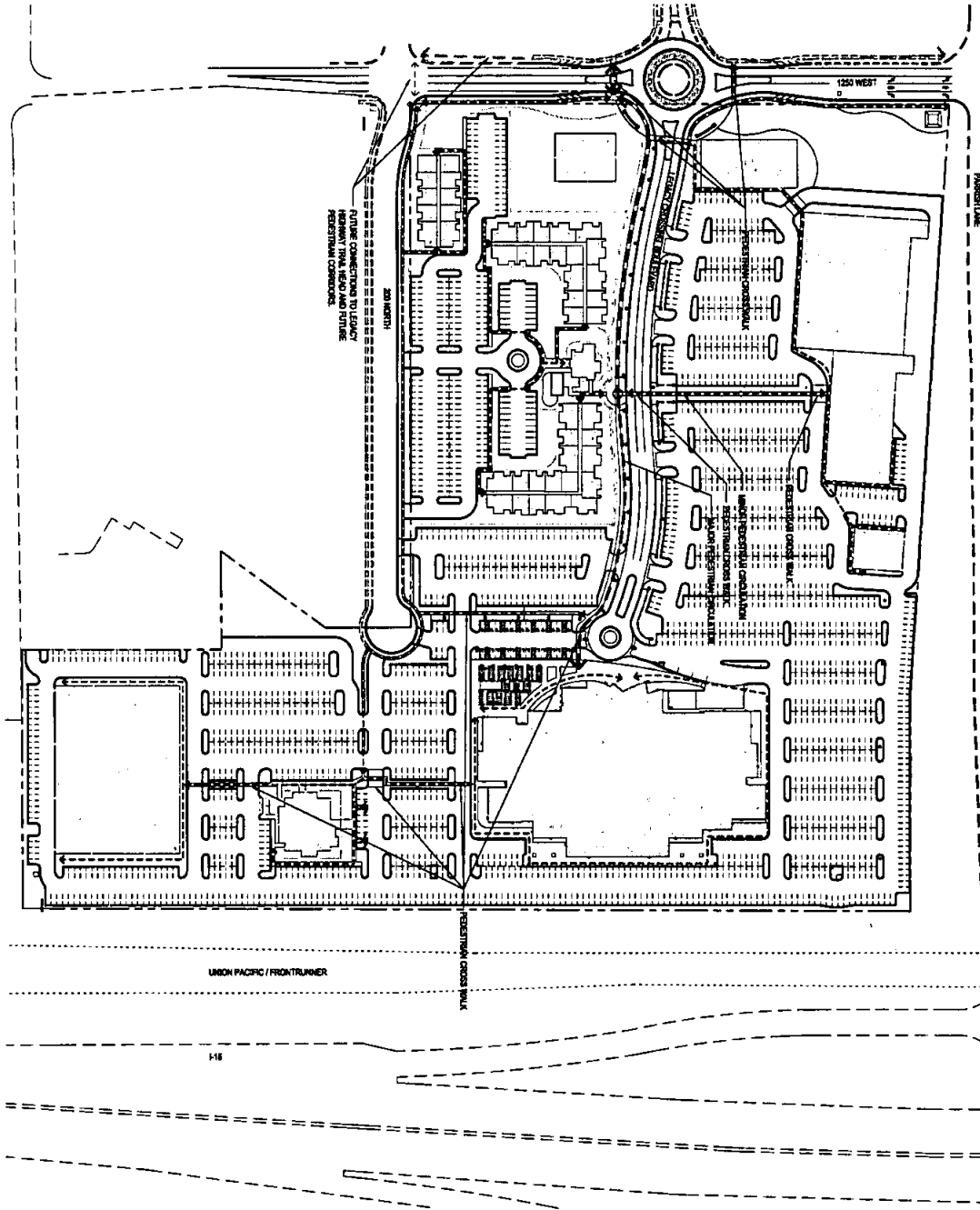
THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE DESIGNER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT OR FOR THE PERFORMANCE OF THE PROJECT. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE DESIGNER SHALL NOT BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

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

**ENSIGN**  
 ARCHITECTURE & INTERIOR DESIGN  
 1400 WEST 1000 SOUTH, SUITE 100  
 SALT LAKE CITY, UTAH 84119  
 PHONE: 801-488-4444  
 FAX: 801-488-4444  
 WWW.ENSIGNARCH.COM

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

**STRACK PLAN**  
 1771 W. 1000 S.  
 SALT LAKE CITY, UTAH 84119  
 PHONE: 801-488-4444  
 FAX: 801-488-4444  
 WWW.STRACKPLAN.COM



**NOTES**


- MAJOR PEDESTRIAN CIRCULATION
- MINOR PEDESTRIAN CIRCULATION
- PEDESTRIAN CROSSING WALKWAY TO BE ACCENTED WITH STAINED COLORED CONCRETE, BRICK PAVEMENT, OR FINISHED COLORED ASPHALT.

PEDESTRIAN CIRCULATION PLAN  
SCALE: 1" = 80' (24.38)

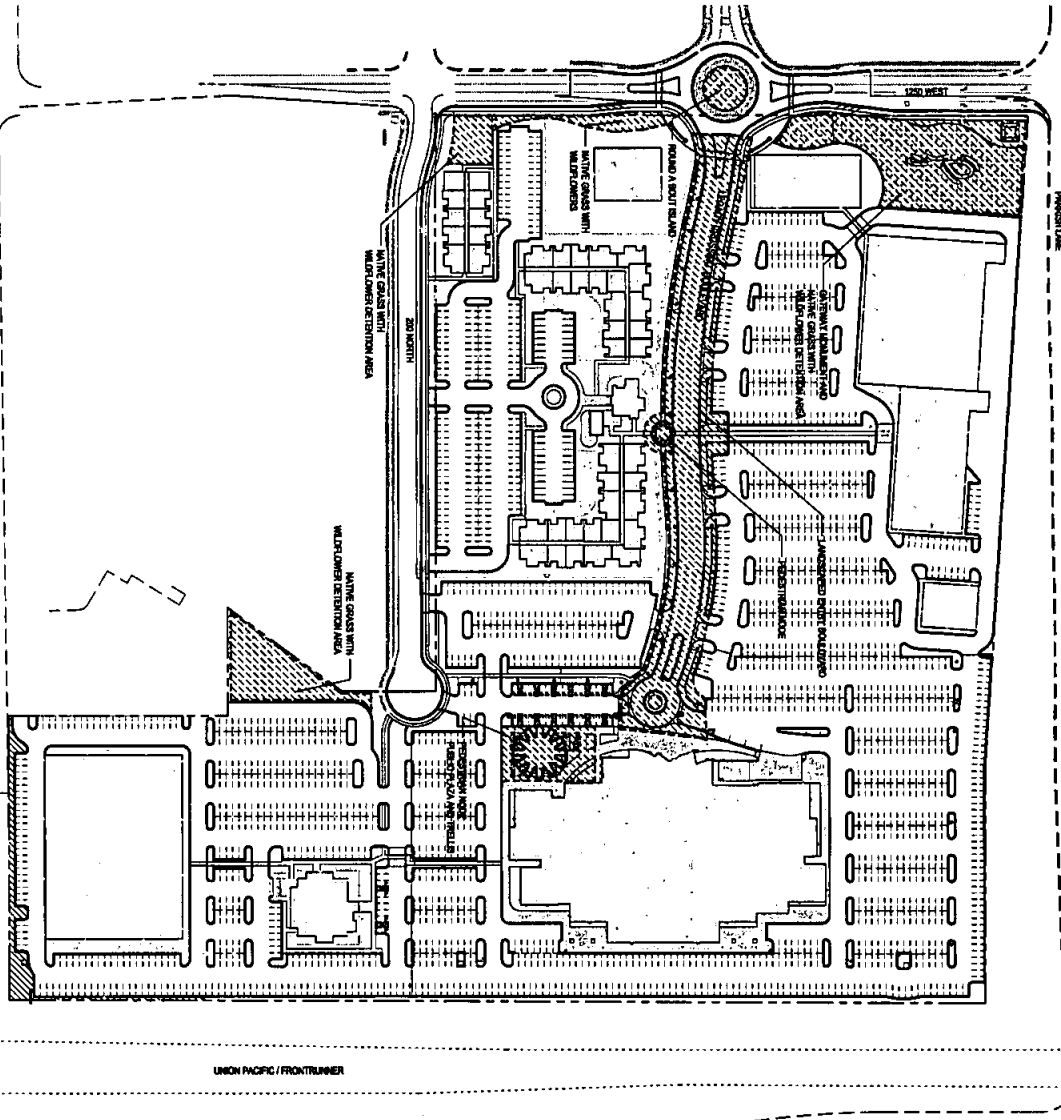
**LEGACY CROSSING AT PARRISH LANE  
MIXED COMMERCIAL / RESIDENTIAL  
PLANNED DEVELOPMENT**

CENTREVILLE  
UTAH

PEDESTRIAN  
CIRCULATION  
PLAN  
DEVELOPMENT  
AGREEMENT  
EXHIBIT  
**K**



U.S. Department of Transportation  
1215 North Hillside Road  
Salt Lake City, Utah 84141  
Telephone: (801) 544-3443  
www.fhwa.dot.gov



COMMON AREAS AND AMENITIES PLAN  
 SCALE 1" = 80' 02.25" 10'



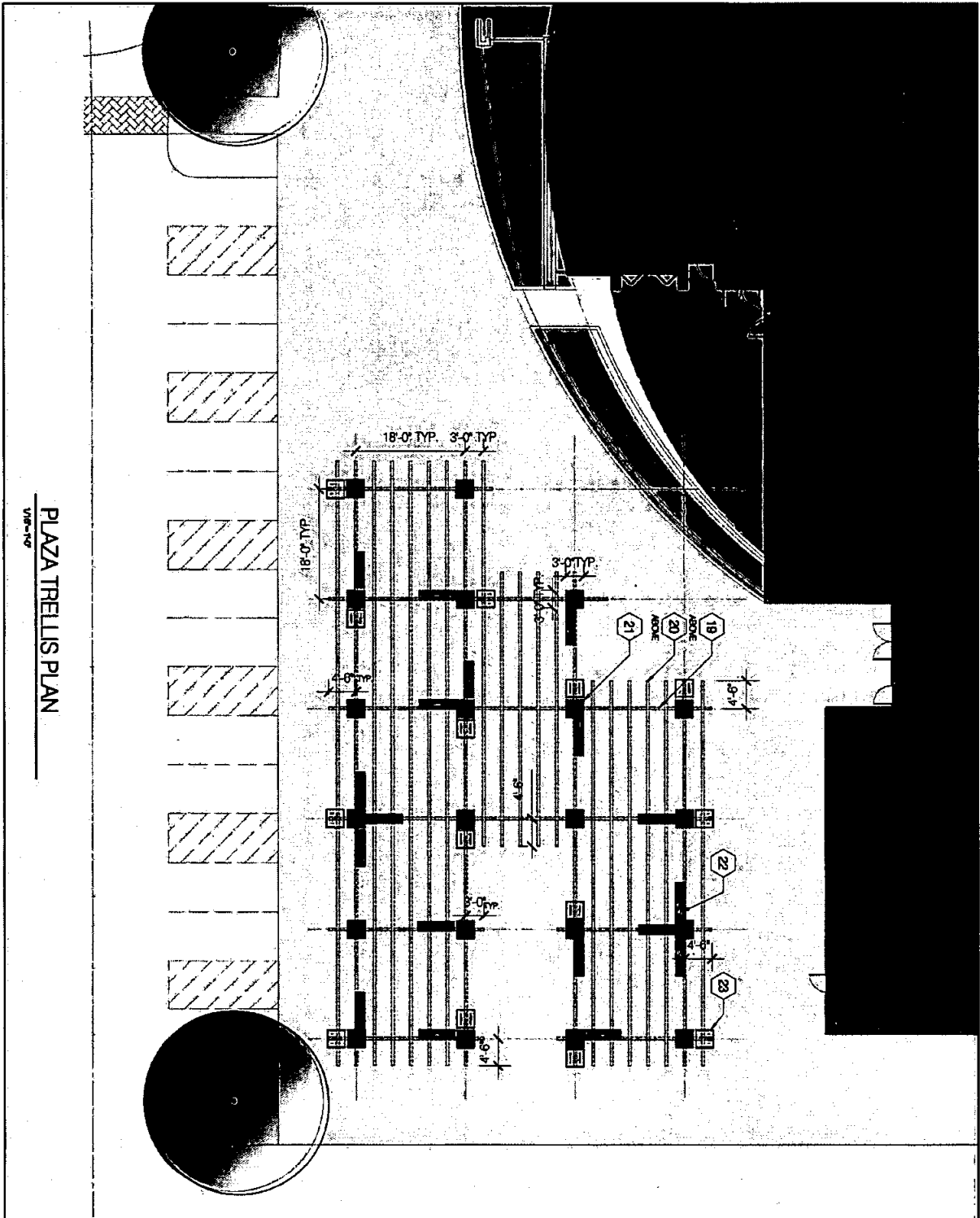
LEGACY CROSSING AT PARRISH LANE  
 MIXED COMMERCIAL / RESIDENTIAL  
 PLANNED DEVELOPMENT

CENTERVILLE  
 UTAH

COMMON AREAS  
 AND AMENITIES  
 PLAN  
 DEVELOPMENT  
 AGREEMENT  
 EXHIBIT  
 L-1



U.S. Development  
 1711 South Millard Road  
 Suite 2  
 Layton, Utah 84041  
 Telephone (801) 946-3443  
 Fax (801) 946-3444  
 www.usdevelopment.com



PLAZA TRELLIS PLAN  
048-10

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. COMMERCIAL STOREFRONT ACCESS
13. CULTURE STONE PILLARS
14. TRANSLUCENT GLASS WITH LIGHTING BEHIND
15. CITY SIGNAGE
16. CONCRETE COPPING
17. ORNAMENTAL METAL FENCE
18. ORNAMENTAL METAL PICKET FENCE
19. TRELLIS (WOOD OR STEEL)
20. BEAM (WOOD OR STEEL)
21. COLUMN
22. BENCH
23. PLANTER

NOTE

ALL COLORS TO MEET WITH ARTICLE 9 REGULATION CHAPTER 12-88-070

L-2

1/16" = 1'-0"

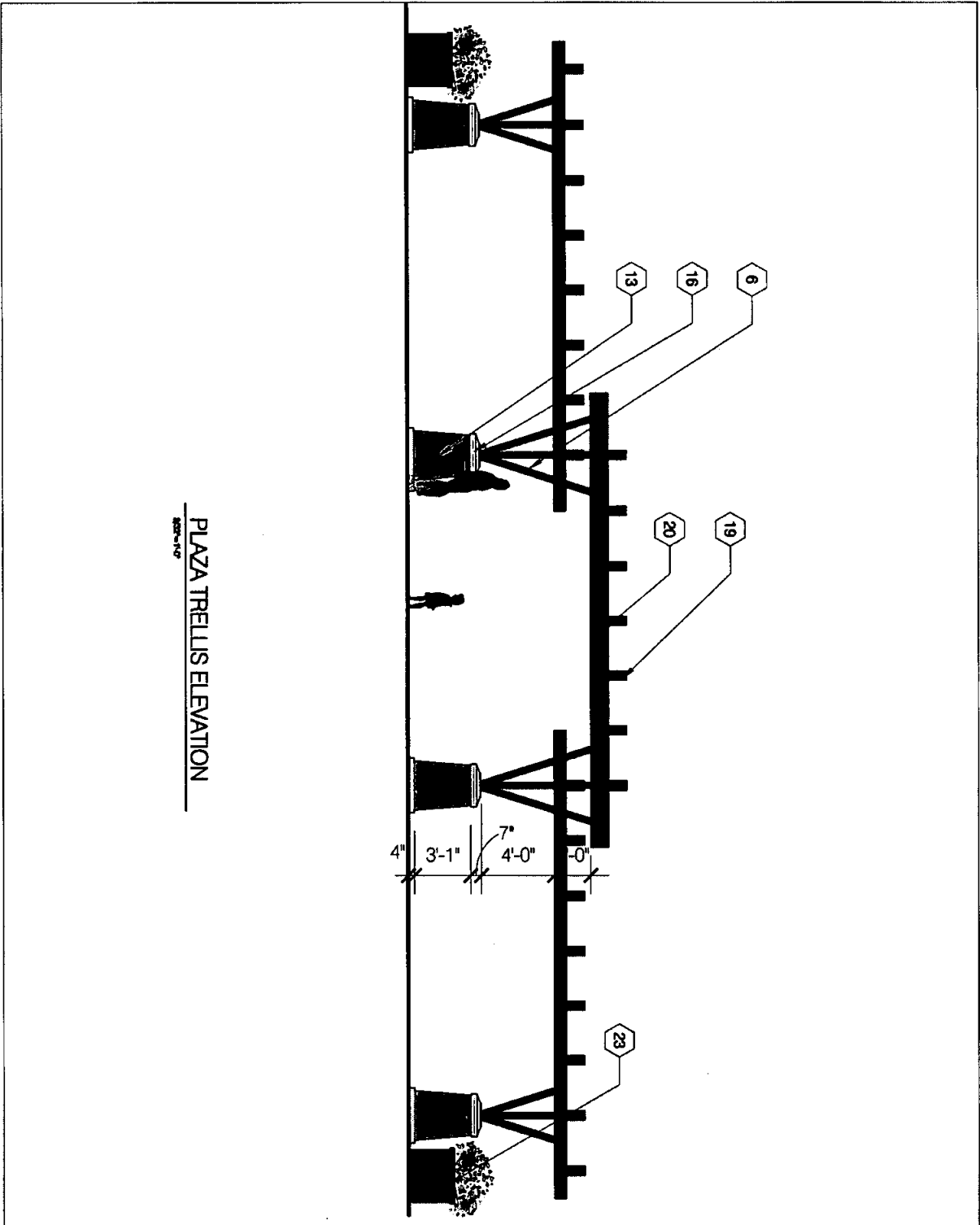
07/08/10

ARCHITECTURAL DESIGN GUIDELINES  
LEGACY CROSSING DEVELOPMENT, CENTERVILLE, UT.

Drawn by: JAC  
7/2/10  
Checked by: JAC  
Date: 7/2/10  
Scale: 1/16" = 1'-0"

FFKR  
ARCHITECTS





PLAZA TRELLIS ELEVATION  
SECTION

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. COMMERCIAL STOREFRONT ACCESS
13. CULTURE STONE PILLARS
14. TRANSLUCENT GLASS WITH LIGHTING BEHIND
15. CITY SIGNAGE
16. CONCRETE COPPING
17. ORNAMENTAL METAL FENCE
18. ORNAMENTAL METAL PICKET FENCE
19. TRELLIS (WOOD OR STEEL)
20. BEAM (WOOD OR STEEL)
21. COLUMN
22. BENCH
23. PLANTER

NOTE

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

L-3

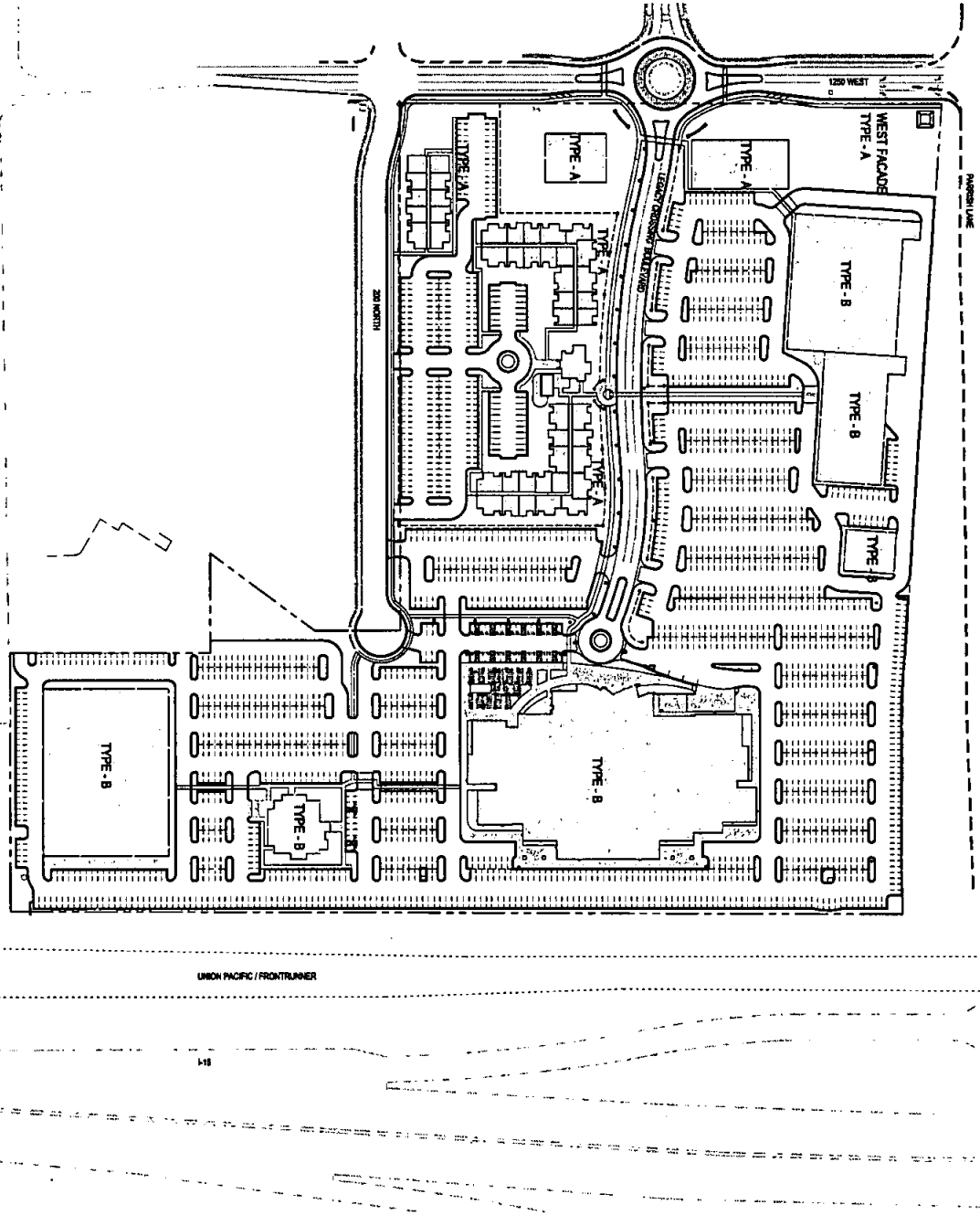
3/32-11-07

07/08/10

ARCHITECTURAL DESIGN GUIDELINES  
LEGACY CROSSING DEVELOPMENT, CENTERVILLE, UT.

FFKR ARCHITECTS  
700 South Main Street  
Salt Lake City, UT 84101  
Phone: 313.222.2222  
Fax: 313.222.2222  
www.fffkr.com

FFKR ARCHITECTS



ARCHITECTURAL BUILDING THEME PLAN  
 SCALE: 1/8" = 1'-0"  
 COLLECTIVE: 02.16.13

**BUILDING THEMES**

TYPE - A BUILDINGS WILL HAVE ARCHITECTURAL ELEMENTS AS DERIVED IN THE FOLLOWING EXHIBIT INCLUDING SHOWN AS ORNAMENTED INTO EXISTING CROSSING. OPERATES THE PERIPHERIES OF CALIBRED ON MAIN STREET. BRICK, MASONRY BOND WILL BE PROVIDED. ADDITIONAL COLOR PALETTE WILL FOLLOW THESE DERIVED IN THE SHOWLAND COMMERCIAL PALETTE.

TYPE - B BUILDINGS WILL HAVE ARCHITECTURAL ELEMENTS AS DERIVED IN THE FOLLOWING EXHIBIT. COLOR PALETTE WILL FOLLOW THESE DERIVED IN THE SHOWLAND COMMERCIAL PALETTE.

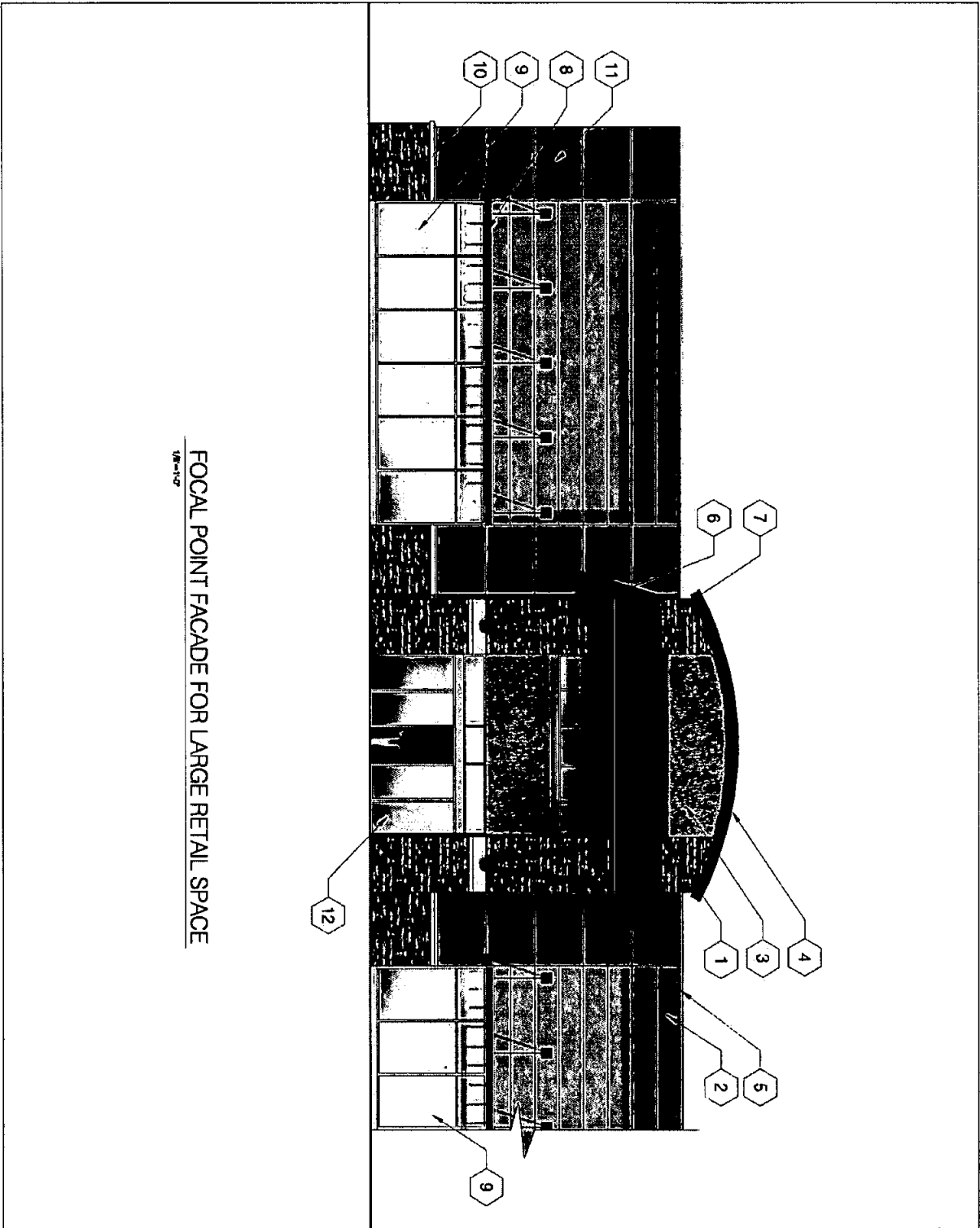


U.S. Development  
 1000 West 1000 South  
 Suite 200  
 Provo, Utah 84601  
 Telephone: (801) 244-4443  
 Fax: (801) 244-4444  
 www.usdevelopment.com

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

CENTERVILLE  
 UTAH

ARCHITECTURAL  
 BUILDING THEME  
 PLAN  
 DEVELOPMENT  
 AGREEMENT  
 EXHIBIT  
**M-1**



FOCAL POINT FACADE FOR LARGE RETAIL SPACE  
1/8"=1'-0"

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. COMMERCIAL STORAGE/ACCESS
13. CULTURE STONE PILLARS
14. TRANSLUCENT GLASS WITH LIGHTING BEHIND
15. CITY SIGNAGE
16. CONCRETE COPPING
17. ORNAMENTAL METAL FENCE
18. ORNAMENTAL METAL
19. POCKET FENCE
20. TRELLIS (WOOD OR STEEL)
21. BEAM (WOOD OR STEEL)
22. COLUMN
23. BENCH
24. PLANTER

NOTE

ALL COLORS TO MEET WITH ARTICLE 8 REGULATION CHAPTER 12-88-070

M-2

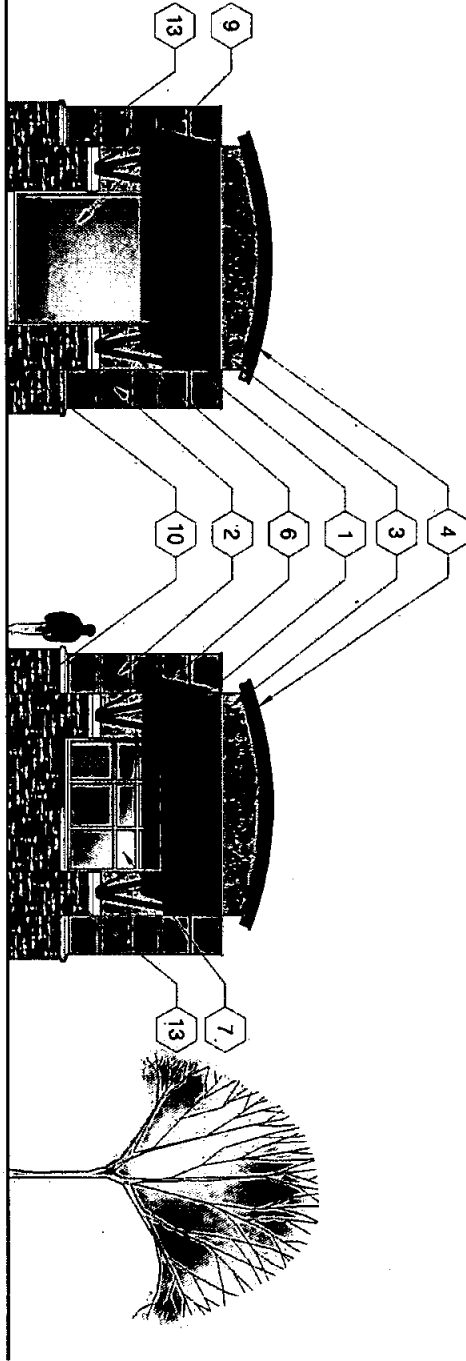
1/8"=1'-0"

06/01/10

ARCHITECTURAL DESIGN GUIDELINES  
LEGACY CROSSING DEVELOPMENT, CENTERVILLE, UT.

Project No. 10-1000  
750 South Main Street  
Salt Lake City, UT 84143  
Tel: 313.441.1111  
Fax: 313.441.1112

FFKR  
ARCHITECTS



CORNER FACADE @ BUILDINGS EACH SIDE OF COMMERCIAL DR.  
1/8"=1'-0"

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. COMMERCIAL STOREFRONT ACCESS
13. CULTURE STONE PILLARS
14. TRANSLUCENT GLASS WITH LIGHTING BEHIND
15. CITY SIGNAGE
16. CONCRETE COPPING
17. ORNAMENTAL METAL FENCE
18. ORNAMENTAL METAL FENCET
19. TRELLIS (WOOD OR STEEL)
20. BEAM (WOOD OR STEEL)
21. COLUMN
22. BENCH
23. FLANTER

NOTE

ALL COLORS TO MEET WITH ARTICLE 6 REGULATION CHAPTER 12-69-070

M-3

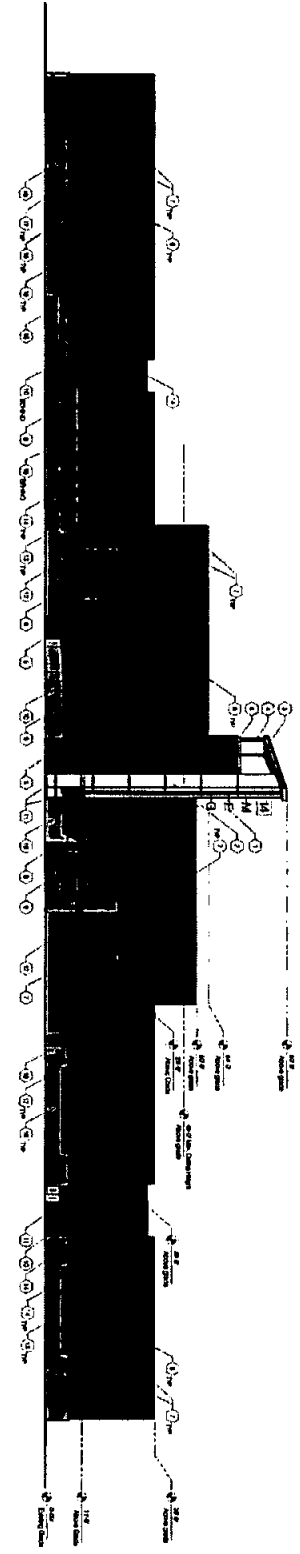
1/8"=1'-0"

06/01/10

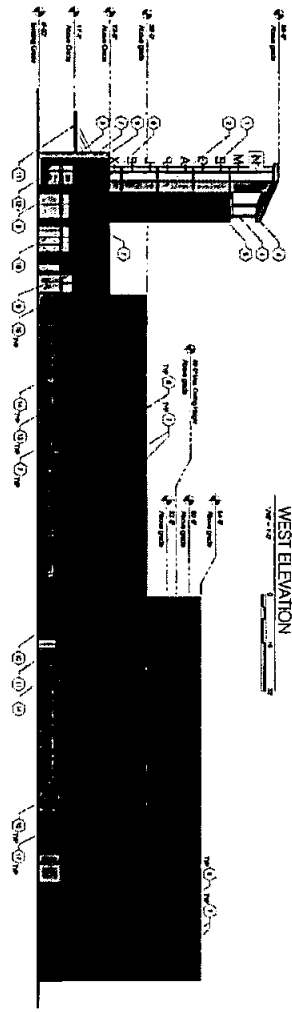
ARCHITECTURAL DESIGN GUIDELINES  
LEGACY CROSSING DEVELOPMENT, CENTERVILLE, UT.

FFKR ARCHITECTS

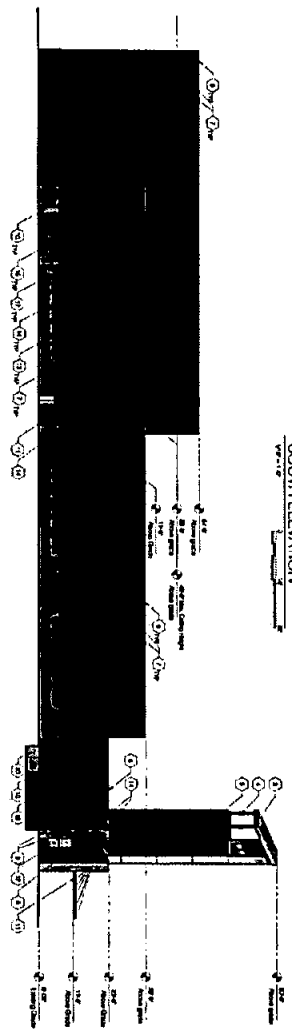
FFKR ARCHITECTS



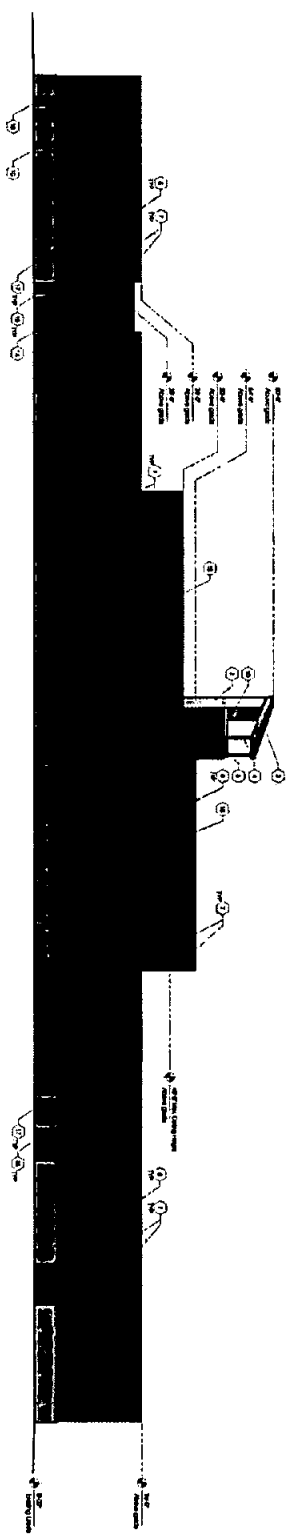
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



EAST ELEVATION

- REFERENCE NOTES
1. THE ARCHITECT HAS CONDUCTED VISUAL SURVEYS OF THE PROJECT SITE AND HAS OBSERVED THE EXISTING CONDITIONS.
  2. THE ARCHITECT HAS CONDUCTED VISUAL SURVEYS OF THE PROJECT SITE AND HAS OBSERVED THE EXISTING CONDITIONS.
  3. THE ARCHITECT HAS CONDUCTED VISUAL SURVEYS OF THE PROJECT SITE AND HAS OBSERVED THE EXISTING CONDITIONS.
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  9. THE ARCHITECT HAS CONDUCTED VISUAL SURVEYS OF THE PROJECT SITE AND HAS OBSERVED THE EXISTING CONDITIONS.
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  15. THE ARCHITECT HAS CONDUCTED VISUAL SURVEYS OF THE PROJECT SITE AND HAS OBSERVED THE EXISTING CONDITIONS.

NOTES

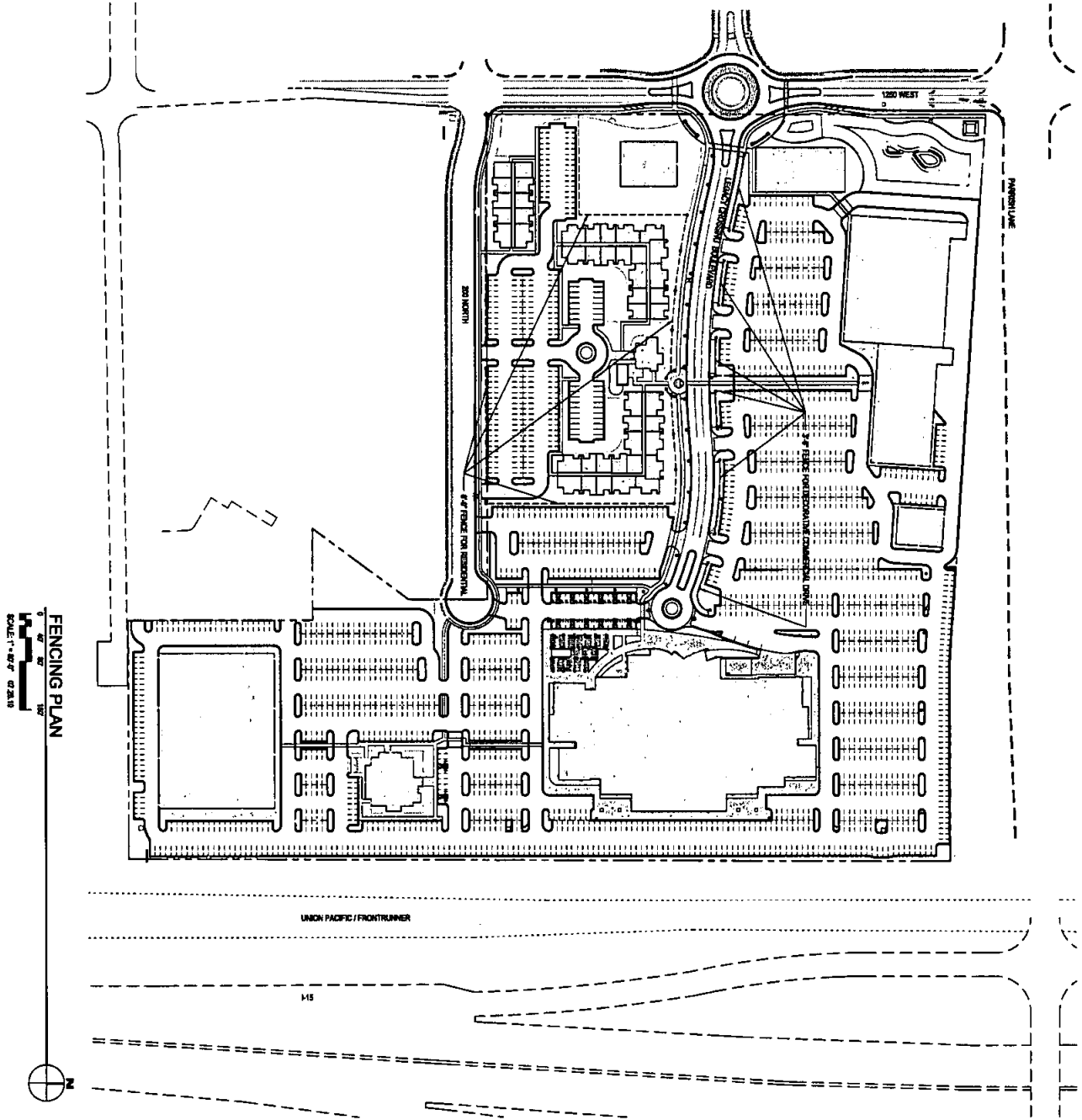
ARCHITECTURAL DESIGN GUIDELINES  
LEGACY CROSSING DEVELOPMENT, CENTERVILLE, UT.

FFKR  
101 South Main Street  
Salt Lake City, UT 84143  
Phone: 313.221.1910  
Fax: 313.221.1911  
www.fffkr.com

M-4

3/32" = 1'-0"

06/01/10



FENCING PLAN  
 SCALE: 1" = 50' GRADE

LEGACY CROSSING AT PARRISH LANE  
 MIXED COMMERCIAL / RESIDENTIAL  
 PLANNED DEVELOPMENT

CENTERVILLE  
 UTAH

DEVELOPMENT  
 AGREEMENT  
 EXHIBIT

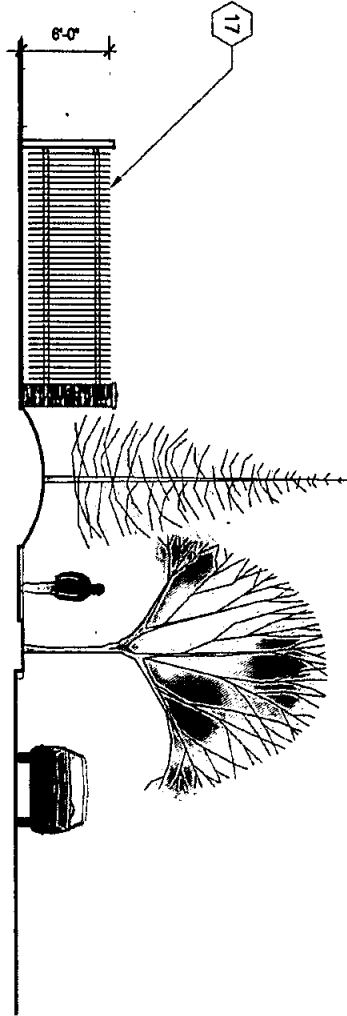
N-1

FENCING  
 PLAN

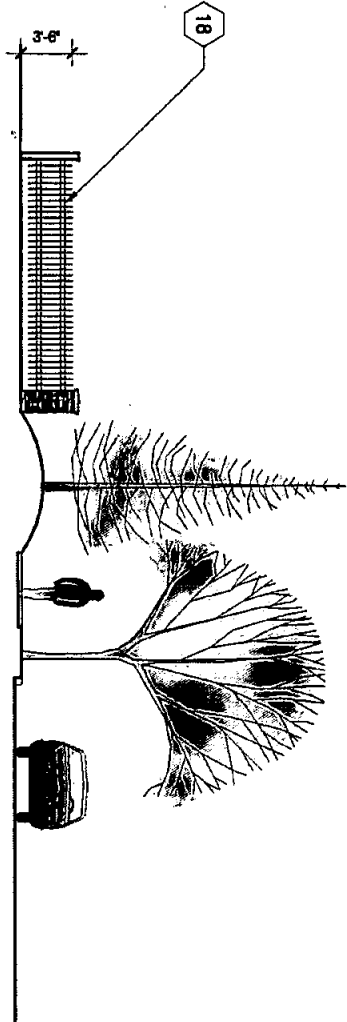


U.S. Development  
 1113 South Hillcrest Road  
 Layton, Utah 84041  
 Telephone (801) 344-3443  
 Fax (801) 344-3443  
 www.usdevelopment.com





TYPICAL FENCE ELEVATION FOR RESIDENTIAL



TYPICAL FENCE ELEVATION FOR DECORATIVE COMMERCIAL DR.

REFERENCE NOTES

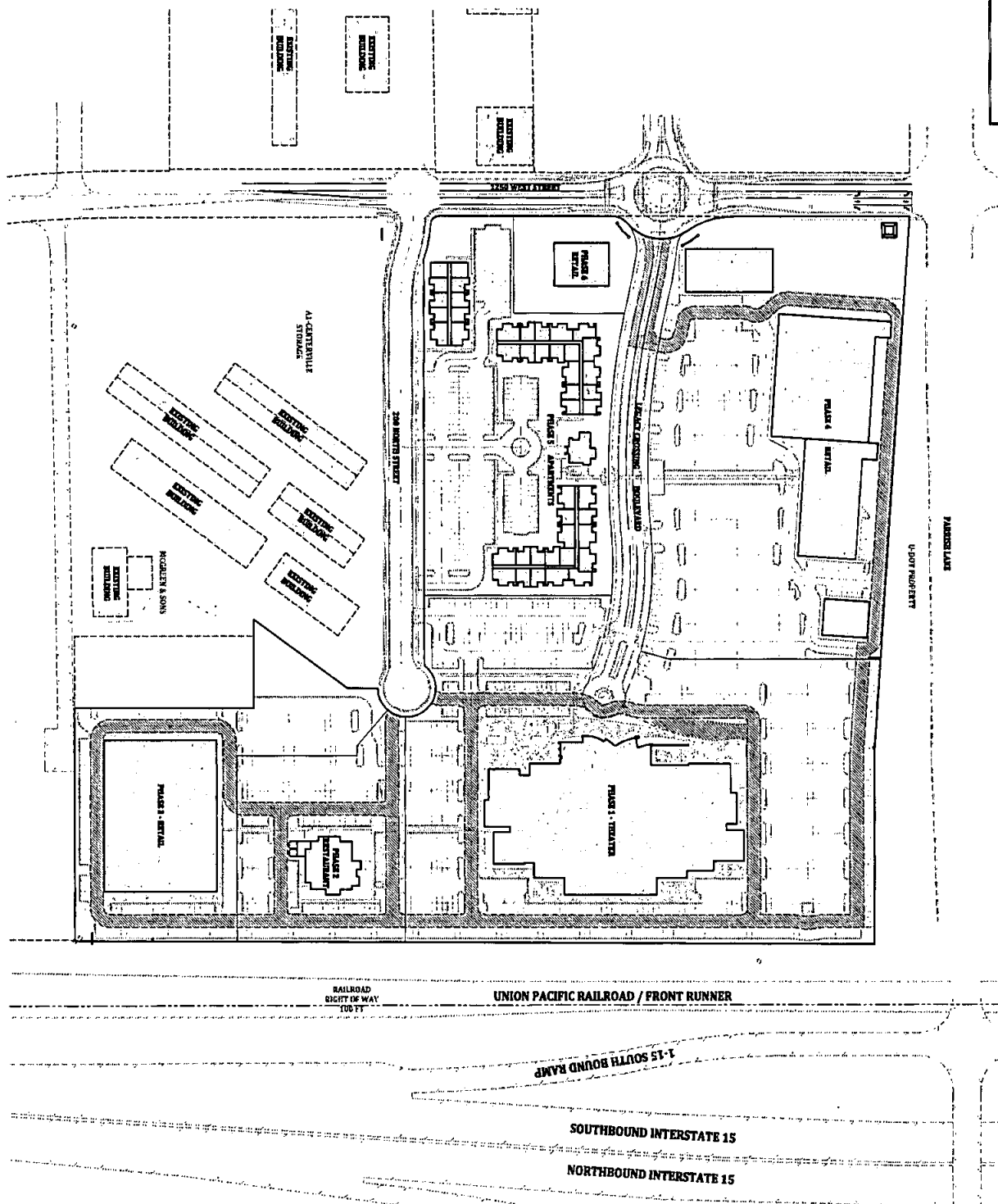
1. METAL ROOF CANOPY
2. EIFS
3. STUCCO
4. METAL ROOF
5. METAL CORNING
6. STEEL COLUMNS
7. GLAZING
8. METAL TRELLIS
9. FULL GLAZING FOR COMMERCIAL DISPLAY
10. CULTURED STONE WAINSCOTT
11. EIFS, STUCCO, OR ALTERNATIVE
12. COMMERCIAL STOREFRONT ACCESS
13. CULTURE STONE PILLARS
14. TRANSLUCENT GLASS WITH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

NOTE

ALL COLORS TO MEET WITH ARTICLE 6 REGULATION CHAPTER 12-69-070







GRAPHIC SCALE  
 1" = 100 FT  
 1" = 200 FT  
 1" = 400 FT  
 1" = 800 FT  
 1" = 1600 FT



LOCATED BY THE SOUTHEAST QUARTER  
 TOWNSHIP 2 NORTH RANGE 1 WEST  
 CENTREVILLE CITY, CANYON COUNTY, UTAH

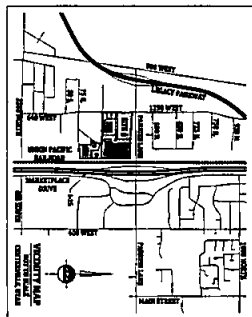
P

DATE	DESCRIPTION
11/17/14	ISSUED FOR PERMITTING
11/17/14	ISSUED FOR PERMITTING
11/17/14	ISSUED FOR PERMITTING
11/17/14	ISSUED FOR PERMITTING
11/17/14	ISSUED FOR PERMITTING



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

THESE ARE THE PROPOSED LOTS AND ARE NOT TO BE CONSIDERED AS FINAL LOTS UNTIL THEY ARE APPROVED BY THE CITY ENGINEER AND THE UTAH DEPARTMENT OF TRANSPORTATION.



**ENSIGN**  
 1405 West Broadway  
 Suite 204  
 Provo, UT 84601  
 Phone: 801-735-1100  
 Fax: 801-735-1110  
 www.ensign.com

