

12*

E 2791683 B 5963 P 411-422
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/26/2014 01:12 PM
FEE \$42.00 Pgs: 12
DEP RTT REC'D FOR CENTERVILLE CITY

When recorded, return to:

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

Affects Parcels: 06-336-0001, 06-336-0002, 06-336-0003, 06-336-0007, 06-336-0011, 06-368-0401, 06-368-0402, 06-368-0403, 06-368-0404, 06-368-0405, 06-368-0406

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

THIS SECOND AMENDMENT TO DECLARATION OF PARKING AND CROSS-ACCESS EASEMENT AND OTHER EASEMENTS AND RESTRICTIONS AFFECTING LAND ("Second Amendment") is made and entered into as of the 24 day of February, 2014, by and between **PARRISH LAND HOLDINGS, LLC**, a Utah limited liability company, **LEGACY CROSSING LLC**, a Utah limited liability corporation, **LEGACY CROSSING THEATRE, LLC**, a Utah limited liability company, **LEGACY CROSSING APARTMENTS, L.C.**, a Utah limited liability company, **SUMMERWOOD HOLDINGS II, LLC**, a Utah limited liability company, **LEGACY CROSSING OWNERS ASSOCIATION, INC.**, a Utah non-profit corporation, **LEGACY OFFICE BUILDING, LLC**, a Utah limited liability company, and **ES 135488 LC**, a Utah limited liability company (collectively referred to herein as "Declarants").

RECITALS:

WHEREAS, Declarants are the owners of certain real property located within the Centerville Legacy Crossing at Parrish Lane Subdivision, Davis County, State of Utah, as more particularly described in **Exhibit 1**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Declarants previously recorded against the Property that certain Declaration of Parking and Cross-Access Easement and other Easements and Restrictions Affecting Land, as recorded at the Davis County Recorder's Office, and as amended by that First Amendment to the Declaration (hereinafter collectively referred to as the "Declaration of Parking and Cross-Access Easement"); and

WHEREAS, Declarants desire to amend the Declaration of Parking and Cross-Access Easement regarding parking requirements regarding Lot 4 as more particularly set forth herein.

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

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

2. **Amendment.** Section 6 of the Declaration of Parking and Cross-Access Easement is hereby amended to read in its entirety as follows:

6. **Parking Easement.** Except as otherwise provided herein for Lot 4, 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 and Lot 6, 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, or Lot 4 onto, over, across or through Lot 5 or Lot 6. 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. Lot 4 of the original Legacy Crossing at Parrish Lane Subdivision has been subsequently divided into five (5) lots and one (1) parcel, as more particularly described and set forth in the Legacy Crossing at Parrish Lane Lot 4 Amended Subdivision. Each lot within the Lot 4 Amended Subdivision shall not be required to maintain the minimum number of parking spaces required for the lot and use thereof so long as the overall parking within Lot 4 Amended is provided in accordance with the Master Site Plan and parking count for Lot 4 Amended, and so long as such required parking complies with all Centerville City Ordinance requirements for the buildings and uses within Lot 4 Amended.

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

3. **Binding Effect.** This Second Amendment 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 Second Amendment shall inure to the benefit and be binding upon every part of the Property and every interest therein.

4. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

5. **Subordination.** This Second Amendment shall be subject and subordinate to any and all public utility easements, rights-of-way, and other easements of record

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.

"DECLARANTS"

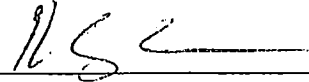
PARRISH LAND HOLDINGS, LLC

By: _____
Its: *Manager*

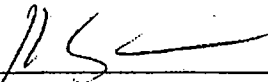
LEGACY CROSSING LLC

By: _____
Its: *Manager*

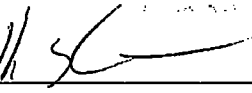
LEGACY CROSSING THEATRE, LLC

By: 
Its: Manager

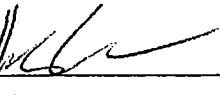
LEGACY CROSSING APARTMENTS, LC

By: 
Its: Manager

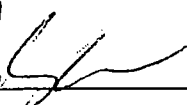
SUMMERWOOD HOLDINGS II, LLC

By: 
Its: Manager

**LEGACY CROSSING OWNERS
ASSOCIATION, INC.**

By: 
Its: Manager

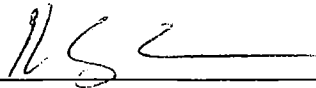
LEGACY OFFICE BUILDING, LLC

By: 
Its: Manager

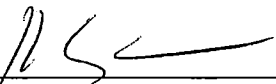
ES 135488 LC

By: _____
Its: _____

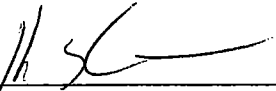
LEGACY CROSSING THEATRE, LLC

By: 
Its: Manager

LEGACY CROSSING APARTMENTS, LC

By: 
Its: Manager

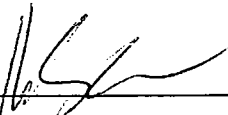
SUMMERWOOD HOLDINGS II, LLC

By: 
Its: Manager


**LEGACY CROSSING OWNERS
ASSOCIATION, INC.**

By: 
Its: Manager

LEGACY OFFICE BUILDING, LLC

By: 
Its: Manager

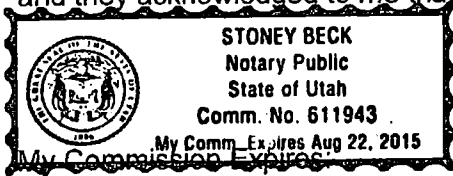
ES 135488 LC

By: 
Its: Manager

PARRISH LAND HOLDINGS ACKNOWLEDGMENT

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

On the 19TH day of FEBRUARY, 2014, personally appeared before me Clark Mober who being by me duly sworn did say that (s)he is the MANAGER 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.



[Signature]

Notary Public

Residing at:
SALT LAKE CITY UT 84117

8/22/2015

LEGACY CROSSING ACKNOWLEDGMENT

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

On the _____ day of _____, 2014, personally appeared before me _____ who being by me duly sworn did say that (s)he is the _____ of **LEGACY CROSSING LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

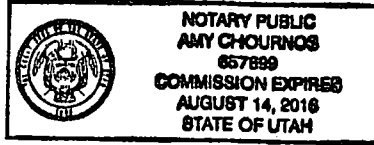
Notary Public

My Commission Expires:

Residing at:

LEGACY CROSSING THEATRE ACKNOWLEDGMENT

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



On the 24 day of February, 2014, personally appeared before me Kevin S. Crann who being by me duly sworn did say that (s)he is the Manager of LEGACY CROSSING THEATRE, LLC, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

Amy Chournos
Notary Public

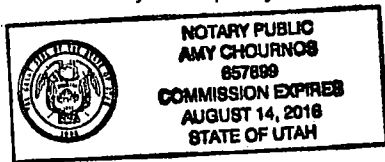
My Commission Expires:
8-14-16

Residing at:
Davis County

LEGACY CROSSING APARTMENT ACKNOWLEDGMENT

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

On the 24 day of February, 2014, personally appeared before me Kevin S. Crann, who being by me duly sworn did say that (s)he is the managing member of LEGACY CROSSING APARTMENT, L.C., a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.



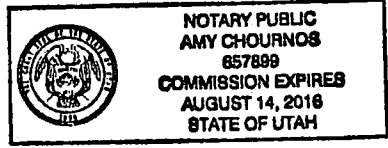
Amy Chournos
Notary Public

My Commission Expires:
8-14-16

Residing at:
Davis County

SUMMERWOOD HOLDINGS II ACKNOWLEDGMENT

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



On the 24 day of February, 2014, personally appeared before me Kevin S. Grant, who being by me duly sworn did say that (s)he is the managing member of **SUMMERWOOD HOLDINGS II, LLC**, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Amy Chournos
Notary Public

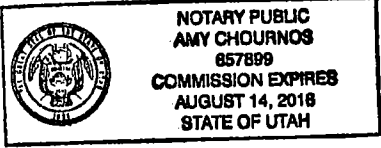
My Commission Expires:
8-14-16

Residing at:
Davis County

LEGACY CROSSING OWNERS ASSOCIATION ACKNOWLEDGMENT

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

On the 24 day of February, 2014, personally appeared before me Kevin S. Grant, who being by me duly sworn did say that (s)he is the managing member of **LEGACY CROSSING OWNERS ASSOCIATION, INC.**, a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board and duly acknowledged to me that said corporation executed the same.



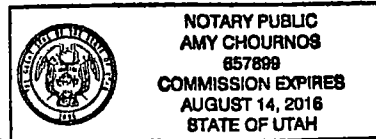
Amy Chournos
Notary Public

My Commission Expires:
8-14-16

Residing at:
Davis County

LEGACY OFFICE BUILDING, LLC ACKNOWLEDGMENT

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



On the 24 day of February, 2014, personally appeared before me Managers, who being by me duly sworn did say that (s)he is the managing member of **LEGACY OFFICE BUILDING, LLC**, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

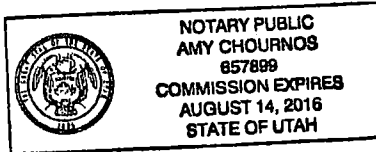
Amy Chournos
Notary Public

My Commission Expires:
8-14-16

Residing at:
Davis County

ES 135488 LC ACKNOWLEDGMENT

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



On the 24 day of February, 2014, personally appeared before me Mary M. Wright, who being by me duly sworn did say that (s)he is the managing member of **ES 135488 LC**, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Amy Chournos
Notary Public

My Commission Expires:
8-14-16

Residing at:
Davis County

EXHIBIT 1

PROPERTY DESCRIPTION

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

And

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