



# REDEVELOPMENT AGENCY AGENDA

**NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE REDEVELOPMENT AGENCY WILL HOLD A REGULAR MEETING AT 6:30 PM ON MARCH 18, 2025 AT CENTERVILLE CITY HALL, 250 NORTH MAIN STREET, CENTERVILLE, UTAH.**

*Centerville Redevelopment Agency meetings are open to the public, unless otherwise closed for reasons allowed by law. Centerville Redevelopment Agency meetings may be conducted via electronic means pursuant to Utah Code § 52-4-207. In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability may contact the City Recorder at (801) 295-3477, at least 24 hours in advance of the meeting. The Agency reserves the right to modify the sequence of agenda items in order to facilitate special needs or provide greater efficiency.*

***The full agenda packet and backup materials can be found on the Centerville City website at:***

<https://centervilleutah.gov/129/Agendas-Minutes>

## **A. ROLL CALL**

## **B. BUSINESS ITEMS**

Business action or discussion items to be considered.

1. Centerville Corporate Park - Assignment Agreement - Lot 1 and Lot 201  
Consider the Assignment and Assumption Agreement between the City, RDA, J&S Purpura Ventures, LLC, and Marketplace 24, LLC for Lot 1 and Lot 201 of the Centerville Corporate Park
2. Centerville Corporate Park - Amended and Restated Grant of Easements  
Consider amendments to the Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision
3. Centerville Corporate Park - Amended and Restated Bylaws of Centerville Corporate Park Owners Association, Inc.  
Consider amendments to the Bylaws for the Centerville Corporate Park Owners Association, Inc.

## **C. MINUTES**

Minutes of prior meetings may be reviewed and accepted. Minutes review and approval shall comply with the Centerville City Minutes Approval Policy.

1. Minutes Review and Approval  
February 18, 2025 RDA Minutes

## **D. ADJOURNMENT**

## **CERTIFICATE OF POSTING**

*I hereby certify that this notice and agenda was posted at Centerville City Hall, published on the Utah Public Notice Website, and provided to a newspaper or media correspondent in accordance with the requirements of the Utah Open and Public Meetings Act, including, but not limited to, provisions of Utah Code § 52-4-202.*

**Jennifer Robison  
Centerville City Recorder**



# REDEVELOPMENT AGENCY

**Staff Report**  
3/18/2025

**Item No. 1.**

**Title:** Centerville Corporate Park - Assignment Agreement - Lot 1 and Lot 201

**Initiated By:** Michael Petrogeorge, Marketplace 24, LLC

**Staff Representative:** Lisa Romney, City Attorney

**SUBJECT:**

Consider the Assignment and Assumption Agreement between the City, RDA, J&S Purpura Ventures, LLC, and Marketplace 24, LLC for Lot 1 and Lot 201 of the Centerville Corporate Park

**RECOMMENDATION:**

Approve the Assignment and Assumption Agreement between the City, RDA, J&S Purpura Ventures, LLC, and Marketplace 24, LLC for Lot 1 and Lot 201 of the Centerville Corporate Park.

**BACKGROUND:**

The City and RDA have previously entered into governing documents for the development of property within the Centerville Corporate Park Subdivision located at approximately 400 West and Parrish Lane. Such documents have been recorded against all property within the project area, subjecting all property and property owners to the terms and conditions of the governing documents. Prior to transferring any interests or rights in the project, the parties must obtain prior written consent of the City and RDA. In addition, any future assignee is required to consent in writing to be bound by the terms and conditions of the governing documents. Marketplace 24, LLC has recently purchased Lot 1 and Lot 201 within the Centerville Corporate Park Subdivision from J&S Purpura Ventures, LLC. The attached Assignment and Assumption Agreement has been prepared for purposes of assigning rights and obligations from J&S Purpura Ventures, LLC to Marketplace 24 LLC, in accordance with requirements of the governing documents.

**ATTACHMENTS:**

1. Assignment Agreement - Centerville Corporate Park - Marketplace 24, LLC

**When recorded, return to:**

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

Affects Parcel: 02-184-0004, 02-236-0201

**ASSIGNMENT AND ASSUMPTION AGREEMENT  
(Lot 1 and Lot 201)**

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **J&S PURPURA VENTURES, LLC**, a Delaware corporation ("Assignor"), **MARKETPLACE 24, LLC**, a Utah limited liability company ("Assignee"), **CENTERVILLE CITY**, a Utah municipal corporation ("City"), and the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a community development and renewal agency and public body organized and existing under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act of the State of Utah ("RDA"), collectively, the "Parties", or individually, a "Party".

**RECITALS:**

**WHEREAS**, Assignor and the City and/or the RDA have previously entered into certain governing documents for the development of property within the Centerville City Corporate Park Subdivision and the Centerville Corporate Park Subdivision (Amended) located at approximately 400 West and Parrish Lane, in Centerville, Utah, which property is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Property");

**WHEREAS**, such governing documents for development of the Property include the following: Parrish Lane Gateway Neighborhood Development Plan dated August 1, 1989, as amended; Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision dated June 23, 2000, as amended; Development Agreement dated May, 24, 2000, as amended; Agreement for Disposition of Land for Private Development dated April 19, 2000, as amended; Agreement and Option Agreement dated October 11, 2006, as amended; and Conditional Use Permit for Planned Center dated May 10, 2000,

as amended; deed restrictions, conditions, and covenants as disclosed by Special Warranty Deed, and any plat notes affecting the same (“Governing Documents”); and

**WHEREAS**, Assignee desires to purchase or has purchased a portion of the Property known as Lot 1 and Lot 201 which lots are more particularly described in **Exhibit "B,"** attached hereto and incorporated herein by this reference (“Lot 1 and Lot 201”); and

**WHEREAS**, Assignor desires to assign all of Assignor’s rights and obligations under the Governing Documents as they relate to Lot 1 and Lot 201 to Assignee under the terms and conditions of the Governing Documents as more particularly provided herein; and

**WHEREAS**, the Parties are entering into this Agreement in order to effect an assignment by Assignor and acceptance and assumption by Assignee of the Governing Documents as they pertain to Lot 1 and Lot 201 and any other property within the project which Assignee has an interest, as more particularly provided herein;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment and Assumption.** Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to the Governing Documents as they pertain to Lot 1 and Lot 201, together with Assignor’s rights, powers and privileges thereunder existing from and after the date of this Agreement. Assignee hereby accepts the same and assumes the rights and responsibilities of the Governing Documents as they pertain to Lot 1 and Lot 201 and agrees to timely pay and perform each and every obligation to be paid and performed under the Governing Documents as they pertain to Lot 1 and Lot 201 from and after the date of this Agreement. Assignee agrees to be bound by the terms of the Governing Documents and to be liable for the performance of each of the obligations contained in the Governing Documents as they relate to Lot 1 and Lot 201 and any other applicable obligation. Assignee shall be deemed to be an "Owner" separate and distinct from the Owner of any other Lot and each Lot 1 and Lot 201 shall be deemed to be a "Lot" for all purposes of the Governing Documents.

2. **Subdivision Plat Approval.** Assignee agrees to be bound by all the terms and conditions of the amended subdivision/lot line adjustment approval by the City for the Centerville Corporate Park Subdivision – Second Amended.

3. **Acknowledgment of Recording.** Assignee hereby acknowledges the recording of the Development Agreement against the Property and authorizes the recording of this Assignment against Lot 1 and Lot 201 and any other property within the project in which Assignee has an interest.

4. **Successors and Assigns.** This Agreement shall bind the Parties, their personal representatives, successors and assigns. Any assignment of the rights and

duties of Assignee as assigned herein shall be subject to and comply with the terms of the Development Agreement, including, but not limited to Section 9 of the Development Agreement.

**5. Effective Date of Assignment.** The provisions of this Agreement shall become effective immediately upon proper execution by the Parties.

**6. Miscellaneous.** Nothing herein shall be deemed to create the relationship of principal and agent, partnership or joint venture between the Parties. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Party. This Agreement may be amended or modified only in writing. The invalidity or unenforceability of any provision of this Agreement, as determined by a court, shall in no way affect the validity or enforceability of any of the remaining provisions hereof. This Agreement shall be construed according to and governed by the laws of the State of Utah.

*[Signature page to follow]*

**IN WITNESS WHEREOF**, this Agreement has been executed as of the date first above written.

"Assignor"

**J&S PURPURA VENTURES, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"Assignee"

**MARKETPLACE 24, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

"City"

**CENTERVILLE CITY**

\_\_\_\_\_  
Mayor Clark A. Wilkinson

ATTEST:

\_\_\_\_\_  
Jennifer Robison, City Recorder

"RDA"

**REDEVELOPMENT AGENCY OF  
CENTERVILLE CITY**

\_\_\_\_\_  
Clark A. Wilkinson, Chair

ATTEST:

\_\_\_\_\_  
Secretary

**CITY ACKNOWLEDGMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me Clark A. Wilkinson, 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 Clark A. Wilkinson acknowledged to me that the City executed the same.

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

My Commission Expires:  
\_\_\_\_\_

Residing at:  
\_\_\_\_\_

**J&S PURPURA VENTURES, LLC ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_ )  
: ss.  
**COUNTY OF** \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of **J&S PURPURA VENTURES, LLC**, a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and duly acknowledged to me that said corporation executed the same.

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

My Commission Expires:  
\_\_\_\_\_

Residing at:  
\_\_\_\_\_



## **EXHIBIT "A"**

### Legal Description and Subdivision Plats of Property

All of the Centerville Corporate Park Subdivision and the Centerville Corporate Park Subdivision (Amended) located in Centerville City, Davis County, Utah, according to the official plat thereof as recorded at the Davis County Recorder's Office, State of Utah

**EXHIBIT "B"**

Legal Description of Lot 1 and Lot 201

All of Lot 1 of the Centerville Corporate Park Subdivision located in Centerville City, Davis County, Utah, according to the official plat thereof as recorded at the Davis County Recorder's Office, State of Utah

and

All of Lot 201 of the Centerville Corporate Park Subdivision (Amended) located in Centerville City, Davis County, Utah, according to the official plat thereof as recorded at the Davis County Recorder's Office, State of Utah



# REDEVELOPMENT AGENCY

**Staff Report**  
3/18/2025

**Item No. 2.**

**Title:** Centerville Corporate Park - Amended and Restated Grant of Easements

**Initiated By:** Michael Petrogeorge, Marketplace 24, LLC

**Staff Representative:** Lisa Romney, City Attorney

**SUBJECT:**

Consider amendments to the Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision

**RECOMMENDATION:**

Approve amendments to the Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision.

**BACKGROUND:**

The City Council recently approved the Second Amendment to the Centerville Corporate Park Subdivision located at approximately 500 North Marketplace Drive and Parrish Lane adjusting the boundary line between Lot 1 and Lot 201 of the Subdivision ("Subdivision Amendment"). The purpose of the Subdivision Amendment is to allow the parking structure in the project area to be wholly located on the newly adjusted Lot 1A. As a condition of approval for the Subdivision Amendment, the developer is required to submit and obtain approval of amendments to the Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision regarding ownership and maintenance obligations for the parking structure and any other necessary amendments. The amendments to the Grant of Easements and Restrictions must be recorded with the Davis County Recorder's Office prior to or concurrent with the recording of the Subdivision Amendment. The developer has prepared the attached amendments to the Grant of Easements and Restrictions. The Amended and Restated Grant of Easements and Restrictions have been reviewed by Staff and Staff recommends approval of such amendments.

**ATTACHMENTS:**

1. Grant of Easements - Centerville Corporate Park - Amended and Restated - redlines
2. Centerville Corporate Park - Second Amended Plat

**When recorded return to:**

~~Steve H. Thacker~~Brant Hanson, Executive Director  
Redevelopment Agency of Centerville City  
250 N. Main Street  
Centerville, UT 84014-1824

Affects Parcel Numbers: 02-184-003, 02-184-0004, 02-236-0201, and 02-236-0202`

**AMENDED AND RESTATED**  
**GRANT OF EASEMENTS AND RESTRICTIONS FOR**  
**CENTERVILLE CORPORATE PARK SUBDIVISION**

THIS AMENDED AND RESTATED GRANT OF EASEMENTS AND RESTRICTIONS FOR CENTERVILLE CORPORATE PARK SUBDIVISION (~~“(the “Amended Agreement”)~~) is made and ~~executed 23<sup>rd</sup>~~entered into this \_\_\_\_ day of ~~June, 2000~~, 2025, by and between (1) the REDEVELOPMENT AGENCY OF CENTERVILLE CITY (~~“(the “Declarant”)~~

~~A. ——— Declarant is”)~~, the owner of ~~certain real property located in Centerville City, Davis County, State of Utah (the “Property”) known as Lot 3 of the Centerville Corporate Park Subdivision, as subdivided by plat (the “Plat”) and recorded on June 1, 2000, as Entry No. 1595245, in Book No. 2654, of/or and Page 308, in the office of the County Recorder for Davis County, State of Utah. The Plat subdivides the Property into three lots, known as Lot 1, Lot 2 and Lot 3 (each a “Lot” and collectively the “Lots”); Davis County Recorder’s Office, State of Utah, as amended (the “Subdivision”)~~ and a community development and renewal agency and public body organized and existing under the Limited Purpose Government Entities – Community Development and Renewal Agencies Act of the State of Utah, with principal offices located at 250 North Main Street, Centerville, Utah 84014, (2) MARKETPLACE 24, LLC, a Utah limited liability company (“Marketplace 24”), as the owner of Lots 1A and 201A of the Subdivision, and (3) Chick-Fil-A, Inc., a Georgia corporation (“Chick-Fil-A”), as the owner of Lot 202 of the Subdivision.

**B. ——— RECITALS**

WHEREAS, ~~Declarant desires that the Property be developed, as the original owner of all property included within the Subdivision, caused to be recorded against the property with the Subdivision that certain Grant of Easements and Restrictions for Centerville Corporate Park Subdivision project (the “Project”)~~

~~C. ——— The Centerville Corporate Park Subdivision Owners Association, Inc. (the “Association”) has been or will be created by filing Articles of Incorporation with the Utah Division of Corporations and Commercial Code. The Association shall be the governing body of the Project subject hereto recorded on June 26, 2000, as Entry No. 1599782, Book No. 2662 and shall operate Pages 898-938, in accordance with this the Davis County Recorder’s Office, State of Utah, as subsequently amended (the “Original Agreement”); and in accordance with the “Bylaws of Centerville Corporate Park Subdivision” (“Bylaws”) attached hereto as Exhibit A and made a part hereof. If there is any conflict between this Agreement and the Bylaws, this Agreement shall be controlling.~~

~~D.——Declarant intends by recording this Agreement and the Plat: to create certain easements for parking, vehicular and pedestrian access, ingress and egress, utilities, maintenance and signage for the use and enjoyment of the Owners (as defined below) of the Lots; and to impose upon the Property mutually beneficial easements and restrictions under general plan of improvement for the benefit of the Lots and the Owners thereof.~~

WHEREAS, the Original Agreement was subsequently amended, as evidenced by Amendment No. 1, recorded on April 7, 2009, as Entry No. 2439263, Book No. 4749 and Pages 1279-1294, Amendment No. 2, recorded on December 6, 2012, as Entry No. 2705570, Book No. 5662 and Pages 749-753, and Amendment No. 3, recorded on February 12, 2013, as Entry No. 2719737, Book No. 5705 and Pages 841-845 (collectively, the “Prior Amendments”); and

WHEREAS, Chick-Fil-A signed an Assignment and Assumption Agreement (Lot 202) effective November 20, 2012, pursuant to which it became a party to the Original Agreement; and

WHEREAS, Marketplace 24 recently signed an Assignment and Assumption Agreement (Lot 1 and Lot 201), pursuant to which it became a party to the Original Agreement; and

WHEREAS, Marketplace 24 has applied for and obtained approval from Centerville to adjust the boundary line between Lot 1 and Lot 201 of the Subdivision, creating the newly designated Lot 1A and Lot 201A, both owned by Marketplace 24, as more particularly provided on the Centerville Corporate Park Subdivision - Second Amended plat; and

WHEREAS, as a result of the approved boundary line adjustment, the above-ground parking structure previously located on both Lot 1 and Lot 201, and assigned to Lot 201, is now entirely located on the newly designated Lot 1A and needs to be assigned exclusively to Lot 1A, necessitating certain amendments to the Easements and Restrictions;

WHEREAS, Declarant, Marketplace 24 and Chick-Fil-A desire to further amend the Original Agreement, as previously amended by the Prior Amendments, to add provisions regarding the ownership, maintenance obligations, and assessment calculations for the above-ground parking structure as more particularly described herein; and

WHEREAS, Declarant, Marketplace 24, and Chick-Fil-A further desire to amend the Original Agreement, as previously amended by the Prior Amendments, to make other technical amendments to reflect the prior addition of Lot 202 to the Subdivision, the assignment to and assumption of the Original Agreement by Chick-Fil-A and Marketplace 24, and to make changes to the management of the Association to provide for more consistent management of the Subdivision; and

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

**AMENDED AND RESTATED AGREEMENT**

**ARTICLE I  
DEFINITIONS**

1.1 Defined Terms. Unless the context clearly indicates otherwise, the following terms as used in this Amended Agreement shall have the meanings set forth in this Article I.

1.2 “Amended Agreement” shall have the meaning assigned to it in the Preamble.

~~1.1.3~~ “Association” shall mean Centerville Corporate Park ~~Subdivision~~ Owners Association, Inc., a Utah nonprofit corporation, organized to . The Association shall be the governing body of the Project: subject hereto and shall operate in accordance with this Amended Agreement, and in accordance with the Amended and Restated Bylaws of Centerville Corporate Park Subdivision (“Bylaws”) attached hereto as Exhibit A and made a part hereof. If there is any conflict between this Amended Agreement and the Bylaws, this Amended Agreement shall be controlling.

~~1.2.4~~ “Board of Trustees” or “Board” shall mean the Board of Trustees of the Association.

~~1.5~~ “Declarant” means “Bylaws” shall have the Redevelopment Agency of Centerville City meaning assigned to it in Article I, Section 1.3, above.

~~1.3.6~~ “Chick-Fil-A” shall have the meaning assigned to it in the Preamble, and include its successors and assigns.

1.7 “Daytime” shall have the meaning assigned to it in Article XVI, Section 16.6.

1.8 “Declarant” shall have the meaning assigned to it in the Preamble, and include its successors and assigns.

~~1.4.9~~ “Easement Areas” shall mean the areas covered by the easements as described and granted in this Amended Agreement and/or as shown on the Plat and/or the Utility Easement Plan set forth in Exhibit “C,” as easement areas, for the uses and purposes as described herein, and as modified in accordance with the terms of this Amended Agreement.

1.10 “Environmental Laws” shall have the meaning assigned to it in Article VI, Section 6.1.

1.11 “Governing Documents” shall collectively mean this Amended Agreement together with the following: Parrish Lane Gateway Neighborhood Development Plan dated August 1, 1989, as amended by that certain Amendment to the Parrish Lane Gateway Neighborhood Plan dated February 1, 2008; Development Agreement dated May, 24, 2000; Agreement for Disposition of Land for Private Development dated April 19, 2000, as amended June 26, 2000; Agreement and Option Agreement dated October 11, 2006, as amended by Amendment No. 1 to the Agreement and Option Agreement dated March 31, 2009; and Conditional Use Permit for Planned Center dated May 10, 2000, as amended and superseded by Amended Conditional Use Permit for

Planned Center dated April 8, 2009, deed restrictions, conditions, and covenants as disclosed by Special Warranty Deed recorded November 14, 2006, and any plat notes affecting the same.

~~1.51.12~~ “Lot” shall mean each individual parcel of real property shown on the Plat as a lot, together with all improvements located thereon and all appurtenances thereto appearing.

~~1.13~~ “Maintenance FundExpense” shall ~~mean~~have the ~~fund created or~~meaning assigned to ~~be created pursuant to the provisions of it in~~ Article IX ~~of this Agreement, Section 9.2.b(2).~~

~~1.61.14~~ “Maintenance Fund” shall have the meaning assigned to it in Article IX, Section 9.2.B.(3), and ~~shall be the fund~~ into which all funds of the Association shall be deposited, for maintaining, repairing, replacing and operating the Easement Areas.

~~1.15~~ “Marketplace 24” shall have the meaning assigned to it in the Preamble, and include its successors and assigns.

~~1.71.16~~ “Member” shall mean a member of the Association.

~~1.81.17~~ “Mortgage” shall mean any mortgage, deed of trust, or other security instrument by which a Lot or any part thereof is encumbered.

~~1.91.18~~ “Mortgagee” shall mean (i) any person named as the mortgagee or beneficiary under any Mortgage, or (ii) any successor to the interest of such person under such Mortgage.

~~1.19~~ “Original Agreement” shall have the meaning assigned to it in the first recital, above.

~~1.101.20~~ “Owner” shall mean any person or entity or combination thereof, including the Declarant, owning a Lot within the Project, as shown on the records of Davis County, State of Utah. The term “Owner” shall not refer to any Mortgagee (unless such Mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.

~~1.111.21~~ “Plat” shall mean the Plat for Centerville Corporate Park Subdivision, a subdivision, as recorded in the office of the County Recorder for Davis County, State of Utah, on June 1, 2000, as Entry No. 1595245, in Book 2654, of/or Page 308, and all subsequent, approved, and recorded amendments thereof.

~~1.121.22~~ “Prior Amendments” shall have the meaning assigned to it in the second recital, above.

~~1.121.23~~ “Project” shall mean the Lots and Easement Areas of the Subdivision that according to the terms hereof are subject to and governed by this Amended Agreement.

~~1.131.24~~ “Property” shall mean all of Lots ~~1, 21A, 201A, 202~~ and 3, as more particularly described ~~in Paragraph A of on~~ the ~~Recitals above~~ Plat.

~~1.25~~ “Subdivision” shall have the meaning assigned to it in the recitals.

~~1.141.26~~ “Total Votes of the Association” shall mean the total number of votes appertaining to all of the Lots in the Project, as shown on Exhibit B attached hereto.

## **ARTICLE II**

### **DIVISION OF PROJECT, IMPROVEMENTS**

2.1 Submission to Agreement. All of the Property is and shall be subject to the covenants, conditions, restrictions, easements, limitations, and obligations set forth herein and in the Governing Documents and the Plat, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of the Property and division thereof into Lots. Further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant and all other Owners, and any person acquiring, leasing, or owning an interest in any Lot, their lessees, heirs, executors, administrators, devisees, successors and assigns.

2.2 Subdivision into Lots and Improvements. Pursuant to the Plat, the Property is divided into the Lots as more particularly described on the Plat. The Plat shows the number of each Lot. All Lots shall be capable of being independently owned, encumbered, and conveyed. The Project consists of the threefour Lots as shown on the Plat. When improved, each Lot shall contain at least one detached building (individually a “Building” or collectively the “Buildings”).

## **ARTICLE III**

### **NATURE AND INCIDENTS OF OWNERSHIP**

3.1 Ownership and Maintenance of Lots. Subject to the provisions of this Amended Agreement, each Owner shall have the right to construct, improve, reconstruct and repair the Building(s) and other improvements located on such Owner's Lot. Each Lot, and the Building(s) and other improvements located thereon, being the sole and exclusive property of the Owner thereof, and except for the maintenance of the Easement Areas located on the Owner's Lot, shall be maintained and repaired by the Owner and shall be kept in a clean and sanitary condition and in a state of good repair.

3.2 Title. Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including without limitation, joint tenancy or tenancy in common.

3.3 Prohibition Against Subdivision of Lot; ~~Reservation by Declarant of Right to Adjust or Change Boundary Between Lot 2 and Lot 3.~~ No Owner, by deed, plat or otherwise, shall subdivide or in any manner cause its Lot to be subdivided, partitioned or separated into physical tracts or parcels smaller than the whole Lot as shown on the Plat, without the consent and approval of the Association; ~~provided, however, that in the event Dayton Investments, L.L.C. (“Dayton”) as the Owner of Lot 1 no longer has an Option under that certain Option Agreement attached to the Agreement for Disposition of Land for Private Development (the “A.D.L.”) between Declarant and Dayton dated as of the 19th day of April, 2000, then thereafter, during the time that Declarant owns both Lot 2 and Lot 3, Declarant shall have and hereby expressly reserves, the right, unilaterally and without the requirement of any approval of the Association or any Owner of Lot 1, to adjust, change or relocate the dividing property line between Lot 2 and Lot 3. In the event that a signature or approval of the Owner of Lot 1 is required in order to effect the change in the dividing property line~~

~~between Lot 2 and Lot 3 as provided for in this Section 3.3, the Owner of Lot 1 shall fully cooperate and shall sign and approve said change upon request of Declarant.~~

3.4 Ownership and Use of Easement Areas. Subject to the easements established in this Amended Agreement in favor of the Owners, the Owner of each Lot shall own the portion of the Easement Areas located on such Owner's Lot. Each Owner shall, by virtue of receiving a deed to a Lot, own the Lot subject to and together with a nonexclusive easement in favor of the Owners on, over, across and through the Easement Areas for the purposes and uses set forth on the Plat and in this Amended Agreement. The Association shall have the exclusive right and obligation to manage and maintain all of the Easement Areas, and once built by the Owner of a Lot, to repair, replace and reconstruct any improvements in the Easement Areas that are necessary for the intended and allowed use of the Easement Areas as established in this Amended Agreement and the Plat. Except as otherwise provided in this Amended Agreement, each Owner shall be entitled to use of the Easement Areas, for the purposes designated herein and on the Plat, in such a manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any reasonable rules or regulations established by the Association.

3.5 Construction and Maintenance of Easement Areas. Each Owner shall be responsible for constructing all improvements on its Lot, including, but not limited to, the improvements on the Easement Areas. Once improvements are constructed on a Lot, all Easement Areas on that Lot shall be maintained, cleaned, repaired and reconstructed by the Association, and shall be rebuilt, replaced, repaired or materially altered only with the review, approval and consent of the Board of Trustees of the Association, and in accordance with the provisions of this Amended Agreement. Without limiting the generality of the foregoing, the Association shall (a) maintain, clean, repair and keep in a sanitary condition and in a state of good repair all Easement Areas on a consistent standard; (b) remove all snow from all parking areas, sidewalks and driveways located on the Lots; and (c) repair and reconstruct all Easement Areas at such time as the same are in a state of disrepair and require repair or reconstruction.

3.6 Fences and Walls. No fences or walls shall be constructed between any Lots without the approval of the Board of Trustees. Any such fences or walls approved by the Board of Trustees shall be constructed of materials and shall be of such colors, styles and characteristics, as shall be approved by the Board of Trustees from time to time, with the intent being that the Board of Trustees will control the construction, maintenance and reconstruction of any such fences or walls to assure that they are constructed of similar materials and that they are harmonious with the overall architecture and aesthetics of the Project.

3.7 Separate Mortgages by Owners. Each Owner shall have the right separately to mortgage or otherwise encumber ~~his~~ the Owner's Lot. No Owner nor the Association shall attempt to or shall have the right to separately mortgage or otherwise encumber the Easement Areas or any part thereof. Any mortgage or other encumbrance of any Lot shall be subordinate to all of the provisions of this Amended Agreement, and in the event of foreclosure, the provisions of this Amended Agreement shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

3.8 Separate Taxation. Each Lot and the Building(s) and other improvements located thereon including any portion of the Easement Areas shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any

special improvement district or of any other taxing or assessing authority. All such taxes, assessments, and other charges on each respective Lot shall be separately levied against the Owner thereof. No forfeiture or sale of any Lot for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect the title to any other Lot.

3.9 Mechanics' Liens. No labor performed or material furnished for use in connection with any Lot with the consent or at the request of an Owner or ~~his~~ Owner's agent or contractor shall create any right to file a statement, claim, or notice of mechanic's lien against the Lot of any other Owner not expressly consenting to or requesting the same.

3.10 Membership Rights. All provisions of this Amended Agreement shall inure to the benefit of and shall be binding upon any party who acquires ownership of a Lot, and shall be binding upon any party who acquires any interest in a Lot. Neither the membership in the Association, nor the nonexclusive easement for use of the Easement Areas shall be separated from the Lot to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such mandatory membership in the Association and such nonexclusive easement for use of the Easement Areas shall automatically accompany the transfer of the Lot to which they relate.

3.11 Mortgages and Liens on Easement Areas. The Association shall not attempt nor shall it have the right to mortgage or otherwise encumber the Easement Areas or any part thereof. No labor performed or material furnished for use in connection with the Easement Areas shall create any right to file a statement, claim, or notice of mechanic's lien against the Easement Areas.

3.12 No Additional Curb Cuts onto Marketplace Drive. No additional curb cuts shall be allowed onto Marketplace Drive into or from Lots within the Centerville Corporate Park Subdivision. The only curb cut from Marketplace Drive into or from Lots within the Subdivision, or any amendments thereto, shall be the existing curb cut on the north end of Lot ~~2202~~.

3.13 Parking Structure on Lot ~~201~~ ~~if and when a~~ 1A. ~~The above-ground~~ parking structure ~~is constructed~~located on Lot ~~201~~, ~~such parking structure~~ 1A shall be deemed the sole and exclusive property of Lot ~~201-1A~~ and, ~~except as otherwise set forth in this Section, Lot 1A shall be solely responsible for all ownership obligations relating to the parking structure~~. Pursuant to Article IV, Section 4.1 ~~of the Grant of Easements and Restrictions~~, the parking structure shall be deemed a building or permanent structure intended to benefit the Owners and users of the other Lots within the ~~Centerville Corporate Park~~ Subdivision, ~~as amended~~. Except as otherwise provided herein, the parking structure shall be deemed an Easement Area subject to the rights of the Owners and the Association, their guests, occupants, lessees, and invitees, to use said Easement Area for pedestrian and vehicular access, parking, ingress and egress. The parking structure shall be subject to the cross access easements regarding shared parking within the Centerville Corporate Park Subdivision, as amended, and access to the parking structure shall remain open to Owners, their guests, occupants, lessees and invitees, without cost or charge, other than acceptable assessments for minor, routine and ordinary maintenance as provided herein. In addition, the parking structure shall be subject to the parking, common area, utility and surface storm drainage easements set forth and reserved in Article IV, Section 4.4(D), as amended. Notwithstanding the assessment provisions in ~~the Grant of Easements regarding Easement Areas~~ Article IX, and except as otherwise provided herein, the Owner of ~~Lot 201~~ Lots 1A and 201A shall be ~~solely~~ responsible for all ~~ownership~~, maintenance, repair and replacement obligations for the parking structure, on a pro rata basis based upon the total square footage of the building space on each such Lot. Other Lots

shall not be assessed for any portion of repair or replacement costs for the parking structure. Other Lots may be assessed for routine, minor and ordinary maintenance costs such as utilities, snow removal, landscaping and lighting associated with the parking structure in accordance with the procedures and provisions regarding assessments for Easement Areas as more particularly provided in Article 9IX. Routine, minor and ordinary maintenance shall not include any resurfacing repairs or maintenance of the structural or concrete portions of the parking structure, but may include maintenance costs for any asphalt resurfacing for the lower deck, if applicable. Notwithstanding any provisions of ~~the Grant of Easements and Restrictions~~ this Amended Agreement to the contrary, the provisions of this Section 3.13 are intended to govern the ownership, easement access and assessments regarding the parking structure. In the event of conflict, the provisions of this Section 3.13 shall govern.

#### **ARTICLE IV** **EASEMENTS**

4.1 Easement Conditions and Terms. Each of the easements granted or reserved herein is a nonexclusive easement. The Easement Areas that are located on each Lot shall be owned by the Owner of that Lot. With respect to easements granted to the Owners, the applicable Easement Areas shall be managed and controlled by the Association for the use and enjoyment of the Owners as more fully described in this Amended Agreement. No portion of the Easement Areas shall in any manner be construed, now or in the future, to burden or encumber any portions of the Lots which are determined, now or in the future, by any Owner to be used for Buildings or other permanent improvements that do not or are not intended to benefit the Owners and users of the other Lots; provided, however, that Buildings and other improvements on each Lot shall not be placed to unduly restrict the easements created herein or to frustrate the essential purposes of this Amended Agreement. If requested, any Owner shall promptly execute in recordable form a waiver of claim of easement or other rights for portions of the Lots upon which an Owner, now or in the future, determines are to be used for construction or installation of Buildings or other qualifying permanent improvements. Subject to the requirements that the easements created herein shall not be unduly restricted and that the essential purposes of this Amended Agreement are not to be frustrated, the Easement Areas described herein and shown on the Plat shall automatically be deemed to be amended to exclude the areas of each Lot used for Buildings or other permanent improvements that do not or are not intended to benefit the Owners and users of the other Lots.

~~Other than the utility easements, with respect to all of the other easements granted and described in this Agreement and the Plat which are located on and burden either or both of Lot 2 and/or Lot 3, the rights of the Owners and the rights of the Association to use said Easement Areas shall not come into existence until the Lot 2 or Lot 3 (as applicable) Building(s) and associated improvements have been completed and a certificate of occupancy has been issued therefor. And until a Lot's Building and associated improvements have been constructed and a certificate of occupancy therefor has been issued, the Lot and the Owner of the Lot shall not be subject to assessments of the Association for maintenance or repair of any of the Easement Areas or for any other costs or expenses which the Association is given the power to assess. A Lot and the Owner of the Lot shall be subject to assessments of the Association only for maintenance, repair and other costs and expenses that the Association has the power to assess, which are actually incurred after the date of the certificate of occupancy for the Building and associated improvements on that Owner's Lot.~~ The easements for vehicular access, ingress and egress shall not be deemed to allow

use of the actual area of each parking stall established by the Owner of each Lot, for the easement use of access, ingress and egress. The actual areas of each parking stall will be occupied by parked vehicles from time to time. The vehicular access, ingress and egress uses granted by the easements in this Amended Agreement and the Plat are restricted to the portions of the applicable Easement Areas that are established by the Lot Owner as parking lot driving areas and that are not actual parking stall areas, and are not occupied by other improvements which would preclude the use of the area for easement purposes. Parking lot driving areas shall be reasonably established by the Owners in such a manner that the purposes of the vehicular access, ingress and egress easements granted herein are not frustrated; and no parking lot driving areas shall be used for any purpose inconsistent with the purposes of the vehicular access, ingress and egress easements granted herein without the written consent of the Lot Owner. The Owner of a Lot shall have the right to provide a reasonable substitute easement or easement area, in place of the easements or Easement Areas described herein, provided that the substitute easement or easement area reasonably meets the needs and purposes of the originally established easement or Easement Area.

4.2 Easements Deemed Created. All conveyances of Lots within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements on, over, across and through the Easement Areas as are provided herein, even though no specific reference to such easements appears in any such conveyance.

4.3 No Obstructions. Except as allowed herein with respect to Buildings and other qualifying permanent improvements, there shall be no obstruction of the Easement Areas by any Owner. Except with the prior written consent of the Association, Owners shall neither store nor leave any of their equipment, fixtures or personal property in the Easement Areas.

4.4 Reservation and Grant of Easements. Declarant reserves to itself, and where indicated grants to the Owners or to the Association, the following described easements, subject to the terms and provisions of this Amended Agreement. For the easements granted to an Owner, such Owner, subject to the terms and provisions of this Amended Agreement, shall have a nonexclusive easement to use the applicable Easement Areas for the purpose described in the easement language in this Amended Agreement and as set forth on the Plat.

A. Declarant's Transferable Easement. The Declarant reserves and shall have a transferable easement over and on all of the Easement Areas, for the purpose of doing all things reasonably necessary and proper for the construction, completion, development and sale of the Project.

B. Access of Association for Maintenance of Easement Areas. Developer grants Declarant and Owners grant an easement for and the Association shall have the irrevocable right to have access from time to time, to all Easement Areas during such reasonable hours as may be necessary for the maintenance, cleaning, repair, and replacement thereof or for making emergency repairs at any time necessary to prevent damage to the Easement Areas.

C. Easements for Pedestrian and Vehicular Access, Ingress and Egress.

Subject to the above terms and conditions set forth in this Article IV, the Declarant reserves and grants an easement of reasonable and adequate width for, and each Owner shall have, the nonexclusive right to access, ingress and egress over, upon, and across the following described areas as necessary for pedestrian and vehicular access, ingress and egress to each Owner's Lot by Declarant, the Owners, their guests, occupants, lessees and invitees. References to Lots and landmarks are based upon the Plat.

(1) An easement in favor of Lot ~~1~~1A beginning at Marketplace Drive at the northwest curb cut access to ~~Lot 2~~Lots 201A and 202 and continuing eastward along the northern portion of ~~Lot 2~~Lots 201A and 202 to the ~~east~~north parking area of Lot ~~2~~201A and then continuing south to the north parking area of Lot ~~1~~1A;

(2) An easement in favor of Lot ~~1~~1A beginning at 400 West at the curb cut access to Lot 3 and continuing across the south parking area of Lot 3 to the east parking area of Lot ~~1~~1A.

(3) An easement in favor of Lot ~~2~~201A and Lot 202 beginning at Parrish Lane at the curb cut access to Lot ~~1~~1A and continuing across the south parking area of Lot ~~1~~1A and across the parking area of Lot ~~1~~1A east of the Lot ~~1~~1A building and across the north parking area of Lot ~~1~~1A to the east parking area of Lot ~~2~~201A.

(4) An easement in favor of Lot ~~2~~201A and Lot 202 beginning at 400 West at the curb cut access to Lot 3 and continuing across the east and north parking areas of Lot 3 ~~to the east and north~~ parking area of Lot ~~2~~1A to the north parking area of Lot 201A.

(5) An easement in favor of Lot 3 beginning at Parrish Lane at the curb cut access to Lot ~~1~~1A and continuing across the south parking area of Lot ~~1~~1A and across the parking area of Lot ~~1~~1A east of the Lot ~~1~~1A building and across the east parking area of Lot ~~1~~1A to the south (and east) parking area of Lot 3.

(6) An easement in favor of Lot 3 beginning at Marketplace Drive at the northwest curb cut access to Lot ~~2~~202 and continuing eastward along the northern portion of Lot ~~2~~202 and Lot 201A to the north (and west) parking area of Lot 3.

(7) An easement in favor each of Lots ~~1, 21A, 201A, 202~~ and 3 over upon and across all driveways constituting a part of Lots ~~1, 21A, 201A, 202~~ and 3 that provide access to public roads outside of the Project.

D. Easements for Parking, Common Area, Utilities and Surface Storm Drainage. Subject to the above terms and conditions set forth in this Article IV, the Declarant reserves and grants an easement for, and each Owner, their guests, occupants, lessees and invitees shall have, the nonexclusive right to use the following described areas for the purposes described in each particular subparagraph.

(1) An easement in favor of Lots ~~1, 21A, 201A, 202~~ and 3 for pedestrian access to and use of the common area as shown on the Utility Easement Plan, Exhibit "C," which area is located adjacent to Marketplace Drive between Marketplace Drive and the locations for the buildings on Lots ~~1A, 201A and 202~~ as shown on the ~~preliminary~~ Site Plan, which area ~~is to contain~~contains landscaping, walkways, seating areas and water features. The cost of maintaining

said common area shall be shared by the Owners of Lots ~~1, 21A, 201A, 202~~ and 3 on a pro rata basis based upon the total square footage of the building space on each Lot.

(2) An easement for parking in favor of each of Lots ~~1, 21A, 201A, 202~~ and 3, for the constructed paved parking areas marked with parking stalls so long as such use is reasonable and does not hinder or encroach upon the rights of other Owners. Each Owner shall have the right to designate up to ten percent (10%) of the parking stalls on its Lot as “reserved” for the exclusive use of the Owner or its tenants, invitees and guests; provided, however, that there shall be no designation of “reserved” or exclusive use parking stalls or areas in the south parking area of Lot ~~1A~~, or on the west parking area of Lot ~~2, on each of which there is a parking easement in favor of the Island Parcel, which easements are described below: 201A,.~~

(3) An easement for surface storm drainage, detention, and related facilities and improvements in favor of each of Lots ~~1, 21A, 201A, 202~~ and 3, across the constructed and paved parking areas as needed for surface water drainage and detention purposes.

#### **ARTICLE V UTILITY EASEMENTS AND PARKING EASEMENTS ~~FOR ISLAND PARCEL~~**

In addition to the easements described above, Declarant hereby reserves to itself, and grants to Centerville City ~~and to the subsequent owners of the Island Parcel~~, as indicated, the following described nonexclusive permanent and perpetual easements.

5.1 Utility Easements. Easements in favor of Centerville City, consisting of a 15-foot-wide strip of property adjacent to and along the public rights-of-way fronting Lots ~~1, 21A, 201A, 202,~~ and 3 and also around and along the boundary lines of Lots ~~1, 21A, 201A, 202~~ and 3, as needed for construction, placement and maintenance of public and/or private utilities, including but not limited to natural gas, underground electrical service, telephone, cable television, storm water drainage, sanitary sewer, culinary water systems, and other public or private utilities.

5.2 Additional Utility Easement. The additional easements for utilities shown on the attached Utility Easement Plan, Exhibit “C.”

#### ~~5.3 — Parking Easements for Island Parcel:~~

~~A parking easement in favor of the Island Parcel described on Exhibit “D” which is bordered by Parrish Lane and Marketplace Drive (the Island Parcel is also shown on the preliminary Site Plan and is also described in Attachment No. 16 to the A.D.L.), for the parking of up to twenty (20) vehicles at any time prior to 5:00 p.m. each day and up to thirty (30) vehicles at any time after 5:00 p.m. each day, on Lot 1's south parking area as shown on the attached Plat. There shall be no sign on the Island Parcel indicating that parking is available on the Lot 1 parking areas. Use of this parking easement shall be available only during the times the Island Parcel is used for a sit-down restaurant, and provided that the Island Parcel has been developed and constructed with at least the amount of on-site parking (on-site means parking stalls on the Island Parcel itself) normally required by the Centerville City code for a sit-down restaurant at the time of its development.~~

~~Upon the completion of the Lot 2 Improvements, a parking easement in favor of the Island Parcel described on Exhibit “D” which is bordered by Parrish Lane and Marketplace Drive (the Island~~

~~Parcel is also shown on the preliminary Site Plan and is also described in Attachment No. 16 to the A.D.L.), for the parking of up to ten (10) vehicles at any time prior to 5:00 p.m. each day and up to fifteen (15) vehicles at any time after 5:00 p.m. each day, on Lot 2's west parking area as shown on the attached Plat. There shall be no sign on the Island Parcel indicating that parking is available on the Lot 2 parking areas. Use of this parking easement shall be available only during the times the Island Parcel is used for a sit-down restaurant, and provided that the Island Parcel has been developed and constructed with at least the amount of on-site parking (on-site means parking stalls on the Island Parcel itself) normally required by the Centerville City code for a sit-down restaurant at the time of its development. When the Island Parcel receives the full benefit of this parking easement on Lot 2, the parking easement in favor of the Island Parcel on the south parking area of Lot 1 described in the preceding paragraph shall be reduced to ten (10) vehicles at any time prior to 5:00 p.m. each day and to fifteen (15) vehicles at any time after 5:00 p.m. each day.~~

## **ARTICLE VI RESTRICTIONS ON USE**

6.1 Compliance with Laws. Each Owner shall at all times comply with all present and future safety, health, environmental or other laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments, departments, commissions, boards and officers, and all orders, rules and regulations of the National Board of Fire Underwriters or any other body exercising similar functions, which may be applicable to the Lot and Building(s) and other improvements located thereon. Each Owner shall (a) comply with all federal, state and local statutes, rules and regulations governing substances or materials identified as toxic, hazardous or otherwise damaging to person or property by reason of its chemical nature (“Environmental Laws”) and (b) promptly notify the Association and any other affected Owner in the event of any discharge, spillage, uncontrolled loss, seepage, release or filtration of oil or petroleum or chemical liquids or solids, particles, liquids or gaseous products, hazardous waste or any product or byproduct of such Owner's operations that may constitute an environmental hazard upon, on or under the Lot or improvement thereon or any other matter relating to the Environmental Laws as they may affect the Property.

6.2 Maintenance of Buildings and Improvements. Each Owner shall at its own expense keep each Building and all improvements located on its Lot, in a clean, safe, attractive and aesthetically pleasing condition, in good order and repair, including without limitation, painting and repairing and generally maintaining the exterior of all Buildings and other improvements at such times as necessary to maintain the appearance of a first class facility. The expense of any maintenance, replacement or repairs required in this section shall be the sole expense of each individual Owner and the Association and Board of Trustees shall in no way be responsible for any expense related to any maintenance, repair, replacement or improvement of any Building, or improvements on such Owner's Lot other than the Easement Area improvements needed for the easement purposes described in this Amended Agreement.

6.3 Signs. The Association shall maintain a monument sign, directories and directional signs for the Project for the benefit of all Owners. All signs must conform to any applicable sign ordinances, rules and regulations of Centerville City.

6.4 Prohibition of Damage and Certain Activities. Nothing shall be done or kept in or on any Lot or in the Easement Areas or any part thereof which would be in violation of any statute, rule,

ordinance, regulation, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Easement Areas or any part thereof shall be committed by any Owner or guest or invitee of any Owner, and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste caused by such Owner, his agents, employees, guests, lessees, licensees, or invitees.

6.5 No Residences. No Lot shall be used for residential purposes.

6.6 Application of Restrictions. All of the covenants, conditions, restrictions and other provisions of this Amended Agreement shall apply to all Owners and anyone claiming by, through or under the Owners including but not limited to occupants, guests, lessees, employees, agents, contractors and invitees. All of the Property shall be held, used and enjoyed subject to the limitations, restrictions and other provisions set forth in this Amended Agreement. Reasonable variations from the strict application of the limitations and restrictions in this Article VI in any specific case may be granted by the Board of Trustees, if such strict application would be unreasonable or unduly harsh under the circumstances or otherwise not in the best interests of, or harmful to, the other Owners. Any such variance shall not constitute a waiver or estoppel with respect to any future action by the Board of Trustees.

## **ARTICLE VII THE ASSOCIATION**

7.1 Membership. Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. The vote for such Lot shall be exercised by the Trustee appointed by them as they determine, but in no event shall more than one vote be cast with respect to any Lot. An Owner shall be entitled to one membership for each Lot owned by said Owner. Each membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance or other disposition, respectively, of the Owner's membership in the Association, and the rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.

7.2 Board of Trustees. The Board of Trustees shall consist of ~~three~~ (4) persons, one Trustee appointed by the Owner of each Lot. The votes pertaining to the Lots shall be exercised by the Board of Trustees.

7.3 Votes Pertaining to Lots. Exhibit B to this Amended Agreement furnishes the following information with respect to each Lot: (a) the Lot number, and (b) the number of votes appertaining to each Lot.

**ARTICLE VIII**  
**CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

8.1 The Easement Areas and Other Responsibilities. The Association shall be responsible, as described in Section 3.4, and subject to the rights and duties of the Owners as set forth in this **Amended** Agreement, for the management, maintenance and repair of the Easement Areas for their intended purposes. In particular, the Association shall be responsible for the maintenance of the driveways, parking areas, walking areas, and the common area referred to in Section 4.4, D(1). In addition, the Association shall be responsible for the management, maintenance, repair and if necessary, replacement of landscaping improvements including sprinkling systems, lighting and common monument signage located in the Project, and the sidewalks, curb and gutter related to the Project, mowing and trimming of grass, pruning of trees and shrubs, planting, fertilizing, weeding and care of plants, and snow removal from driveways, parking areas and sidewalks. All goods and services procured by the Association in performing its responsibilities under this Section shall be paid for with funds from the Maintenance Fund. The maintenance shall be completed in a good and workmanlike manner consistent with the standard of other urban office parks along the Wasatch Front.

8.2 Manager. The Association may by written contract delegate in whole or in part to a professional ~~Manager~~ **manager** such ~~duties~~ **of the Association as are properly delegable for maintenance of the Easement Areas and common areas described in this Amended Agreement. As of the Effective Date of this Amended Agreement, the Association hereby delegates in whole** the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable- ~~“The services of any Manager retained by the Association to the Owner of Lot 1A, who shall serve as the professional manager of the Association (“Manager”). The Manager may resign at any time or may be removed upon a three-fourths (3/4) vote of the Members. In the event the Manager resigns or is removed in accordance with this Section 8.2, a new Manager shall be appointed upon a three-fourths (3/4) vote of the Members. Such new Manager may be Declarant, another Owner or a professional manager. A reasonable fee for the services of any Manager acting under this Section 8.2 shall be paid for with funds from the Maintenance Fund.~~

8.3 Miscellaneous Goods and Services. The Association may obtain and pay for the services of such personnel as the Association shall determine to be necessary for performing the Association's duties under this **Amended** Agreement, whether such personnel are furnished or employed directly by the Association, **by the Manager**, or by any **other** person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary in connection with the Association's performance or enforcement of this **Amended** Agreement. In addition to the foregoing, with the express written consent of each of the Owners, the Association may acquire and pay for out of the Maintenance Fund garbage collection and other necessary or desirable services, and insurance, bonds, and other goods and services common to the Lots.

8.4 Reserves. The Association shall maintain an adequate reserve fund for maintenance, repair and replacement of those improvements for which it is responsible that must be replaced on a periodic basis, and such reserves shall be funded from the monthly assessments described in Article IX below.

## **ARTICLE IX ASSESSMENTS**

9.1 Agreement to Pay Assessments. Declarant, for and as the owner of the Project and every part thereof on the date hereof, hereby covenants, and each Owner of a Lot by the acceptance of instruments of conveyance and transfer therefor, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association, to pay to the Association all assessments, both regular and special, made by the Association for the purpose of paying for the carrying out of the Association's maintenance, repair, replacement and other specified duties on behalf of the Project and the Lots as provided for in this Amended Agreement. Such assessments shall be fixed, established and collected from time to time as provided in this Article IX.

9.2 Regular Assessments. Regular assessments shall be computed and assessed against all Lots in the Project as follows:

A. Maintenance Expenses.

(1) Annual Budget. On or before the 1st day of December of each year, the Association shall prepare, or cause to be prepared, an operating budget setting forth an itemized statement of the anticipated receipts and disbursements for the coming calendar year and taking into account the general condition of the Project. Each such budget, together with a written statement from the Association outlining a plan of operation for the year in question and justifying in every important particular the estimates made, shall be submitted to the Owners or Members on or before the 15th day of December of each year. Such budget, with any changes therein, shall be adopted by the Owners or Members at each annual meeting of the Owners or Members. Said operating budget shall serve as the basis for the schedule of proposed monthly assessments for the annual period for which it is prepared. Said budget shall also constitute a major guideline under which the Association shall operate during such annual period.

(2) Basis of Annual Budget. The annual budget shall be based upon the Association's estimates of the cash required to provide for payment of expenses ("Maintenance Expenses") arising out of or connected with maintenance, repair, replacement and operation of the Easement Areas, landscaping, lighting and other improvements under the Association's responsibility as provided in this Amended Agreement. Such actual expenses and estimated expenses may include, among other things, the following: expenses of management; premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; wages for any necessary Association employees, including fees for a Manager, if any; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve; sinking or reserve funds required or allowed herein; and any other expenses and liabilities which may be incurred by the Association for the benefit of all of the Owners or by reason of this Amended Agreement.

(3) Annual Assessments. The Association shall establish the regular monthly assessment amounts to be paid by each Owner ("Maintenance Fund"). The dates and manner of payment shall be determined by the Association. The foregoing method of assessing the Maintenance Expenses to the Owners may be altered by the Association so long as the method it adopts is consistent with good accounting practice and requires that the portion of Maintenance

Expenses borne by each Lot are in accordance with the schedule set forth below. Each monthly installment of the regular assessment shall bear interest at the rate of one and one-half percent (1½%) per month from the date it becomes due and payable until paid. Failure of the Association to give timely notice of any assessment as provided herein shall not affect the liability of the Owner of any Lot for such assessment.

B. Inadequate Funds. In the event that the Maintenance Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Association may levy additional assessments in accordance with the procedure set forth in Section 9.3 below, except that the vote therein specified shall not be necessary.

9.3 Special Assessments. In addition to the regular assessments authorized by Sections 9.1 and 9.2 above, the Association may levy, at any time and from time to time, upon affirmative vote of at least fifty-one percent (51%) of the Total Votes of the Association, special assessments, payable over such periods of time as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the improvements in the Easement Areas or any part thereof which are needed for the easement's intended purpose, or for any other expenses incurred or to be incurred as authorized and provided for in this Amended Agreement. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the Owners. No payment shall be due less than thirty (30) days after such notice shall have been mailed. All unpaid portions of any special assessment shall bear interest at the rate of one and one-half percent (1½%) per month from the date such portions become due until paid.

9.4 Schedule of Responsibility for Assessments. The responsibility of the Owners of each of Lots ~~1, 21A, 201A, 202,~~ and 3 for payment of assessments, whether regular or special, of the Association is established as follows.

A. Completion of Construction. Notwithstanding any other provision hereof, (1) until a Lot's Building and associated improvements have been constructed and a certificate of occupancy therefor has been issued, the Lot and the Owner of the Lot shall not be subject to assessments of the Association for maintenance or repair of any of the Easement Areas or for any other costs and expenses which the Association is given the power to incur or assess, and (2) a Lot and the Owner of the Lot shall be subject to assessments of the Association only for maintenance, repair and other costs and expenses that the Association has the power to incur or assess, which costs and expenses are actually incurred after the date of the certificate of occupancy for the Building and associated improvements on that Owner's Lot.

B. Subject to the provisions of subparagraph A, above, assessable costs relating to the common area referred to in Section 4.4, D(1) above, and all other assessable costs and expenses, shall be assessed and borne by each Lot on a pro rata basis based upon the total square footage of the building space on each Lot.

9.5 Lien for Assessments. All sums properly assessed to the Owner of any Lot within the Project pursuant to the provisions of this Amended Agreement and this Article IX, together with

interest thereon as provided herein, shall be secured by a lien on such Lot in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Association may prepare a written notice of lien setting forth the amount of the Assessment, the date due, the amount remaining unpaid, the name of the Owner of the Lot, and a description of the Lot. Each Owner shall be deemed to have consented to the filing of such a notice of lien against such Owner's Lot. Such notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the Davis County Recorder. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Utah. In any such foreclosure, the prevailing party shall be awarded its costs and expenses of such proceeding, including reasonable attorneys' fees, and if the Association is the prevailing party such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure. The Association shall have the right and power to bid in at any foreclosure sale, and to own, lease, mortgage or convey the subject Lot. If the Association elects to foreclose the lien for unpaid Assessments in the same manner as a nonjudicial trustee's sale under a deed of trust, then each Owner by accepting a deed to the Lot hereby designates the Association as the beneficiary under such deed of trust and hereby irrevocably appoints First American Title Insurance Company as trustee under such deed of trust, and hereby confers upon said trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, each Owner hereby transfers in trust to said trustee all of its right, title and interest in and to such Owner's Lot for the purpose of securing such Owner's performance of the obligations set forth herein.

9.6 Personal Obligation of Owner. The amount of any regular or special assessment against any Lot shall be the personal obligation of the Owner of such Lot to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Easement Areas or by abandonment of ~~his~~the Owner's Lot, or by waiving any services or amenities. In the event of any suit to recover a money judgment for unpaid assessments hereunder, the prevailing party shall be awarded its costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

9.7 Statement of Account. Upon written request of any Owner, Mortgagee, prospective Mortgagee, or prospective purchaser of a Lot and payment of any reasonable fee assessed, the Association shall issue a written statement setting forth the following: (a) the amount of the unpaid assessments, if any, with respect to such Lot, and (b) the amount of the current regular assessment with respect to such Lot and the date such assessment becomes or became due. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith.

9.8 Personal Liability of a Purchaser. A purchaser of a Lot shall be jointly and severally liable with the seller thereof for all unpaid assessments against such Lot up to the time of the grant of conveyance; provided, however, that the provisions of this Section shall not prejudice the purchaser's right to recovery from the seller of the amount of such assessments paid by the purchaser for such assessments.

9.9 Assessments Part of Maintenance Fund. All funds received from assessments under this Article IX shall be a part of the Maintenance Fund.

9.10 Commencement of Assessments. No Owner shall be responsible for any Maintenance Expenses incurred prior to the first calendar month after a certificate of occupancy is issued with respect to the Building on its Lot. Prior to that time, the Owner or Owners of any Lot or Lots where a certificate of occupancy have been issued shall be responsible for the full amount of the Maintenance Expenses incurred.

9.11 Amendment of Article. Except as may be necessary to conform to the law, as it may be amended from time to time, this Article IX shall not be amended unless the Owners of all Lots in the Project unanimously consent and agree to such amendment by a duly recorded instrument.

## **ARTICLE X** **INSURANCE**

10.1 Types of Insurance. The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah:

A. Fire and Casualty Insurance. A policy or policies of insurance on the Easement Areas in such amount as is adequate for replacement thereof in the event of damage or destruction from casualty against which such insurance is customarily maintained by other projects— similar in construction, design, and use. Such insurance shall include fire and extended coverage, vandalism and malicious mischief, and such other risks and hazards against which the Association deems it appropriate to provide insurance protection as to the Easement Areas. The Association may purchase blanket coverage and may elect such “deductible” provisions as in the Association's opinion are consistent with good business practice.

B. Public Liability and Property Damage Insurance. The Association shall obtain a broad form of comprehensive public liability insurance coverage for the Easement Areas, in such amounts and in such forms as it deems advisable to provide adequate protection against liability for personal injury, death and property damage. Coverage shall include without limitation, liability for operation of automobiles on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Easement Areas.

C. Workers' Compensation Insurance. Workers' compensation and employer's liability insurance and all other similar insurance with respect to employees of the Association, if any, in the amounts and in the forms now or hereafter required by law.

D. Fidelity Insurance or Bond. Fidelity insurance or a bond in such amounts and in such forms as the Association deems appropriate to cover against dishonesty of employees, if any, or the Manager, destruction or disappearance of money or securities, and forgery.

10.2 Form of Insurance. Insurance coverage on the Easement Areas, insofar as possible, shall be in the following form:

A. Casualty and Flood Hazard Insurance. Casualty and hazard insurance in a form or forms naming the Association as the insured, as trustee for the Owners and for Declarant

while it is an Owner, and which policy or policies shall specify the interest of each Owner (Owner's name and Lot number), and shall contain a standard, noncontributory mortgagee clause in favor of each Mortgagee which from time to time shall give notice to the Association of its Mortgage. The Association shall furnish to each Owner, and to each Mortgagee requesting the same in writing, a certificate of coverage, including an identification of the Owner's interest.

B. Public Liability and Property Damage Insurance. Public liability and property damage insurance which names the Association as the insured, as trustee for each Owner, for the Manager, if any, and for Declarant while it is an Owner, and which protects each Owner, the Manager, if any, and Declarant against liability for acts or omissions of any of them in connection with the ownership, operation, maintenance, or other use of the Project.

10.3 Additional Coverage. The provisions of this Amended Agreement shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Amended Agreement in such amounts and in such forms as the Association may from time to time deem appropriate.

10.4 Adjustment and Contribution. Exclusive authority to adjust losses under the insurance policies hereafter in force on the Easement Areas shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

10.5 Insurance Carried by Owners. Each Owner is responsible for and may obtain insurance, at his own election and expense, providing coverage upon his Lot, and all buildings, improvements and personal property located thereon, and for general liability coverage, including without limitation, coverage for personal injury, property damage, and such other risks as each Owner may deem appropriate; provided that if the insurer under said policy is the insurer under any policy issued pursuant to Section 10.1 through 10.3 above, then any insurance policy obtained by an Owner shall provide that it does not diminish the insurance carrier's coverage for liability arising under any of the insurance policies obtained by the Association pursuant to this Article. The Association shall have no obligation or responsibility to carry insurance on the Lots, or other than as set forth herein, any improvements located on the Lots.

10.6 Review of Insurance. The Association shall review annually the coverage and policy limits of all insurance on the Project and shall adjust the same at its discretion. Such annual review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or such other qualified appraisers as the Association may select.

## **ARTICLE XI** **DAMAGE OR DESTRUCTION**

11.1 Association as Attorney-in-Fact. Upon the issuance of a certificate of occupancy for the Building on a Lot, the Owner of that Lot irrevocably constitutes and appoints the Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Easement Areas of the Project upon their damage or destruction as hereinafter provided. As attorney in fact, the Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract with respect to the interest of an Owner in the Easement

Areas which may be necessary or appropriate to execute the powers herein granted.

11.2 Total Destruction. If damage or destruction occurs in or to the Project that is so extensive that the Trustees for every Lot in the Project all vote to not rebuild, repair or reconstruct the Easement Areas damaged or destroyed, then in such event and upon written agreement of every Owner, this Amended Agreement shall be terminated, and each Owner shall own his Lot, including all portions of the Easement Areas located on his Lot, and there shall be no obligation to repair or reconstruct the damaged portions of the Easement Areas, subject to the nonexclusive easement of use of the Easement Areas in favor of each Owner.

11.3 Partial Destruction. As long as any one Owner of any Lot so elects, upon the damage or destruction of any portion of the Easement Areas, the Association shall proceed to repair and reconstruct the Easement Areas. The Association shall use insurance proceeds from the insurance it is obligated to carry to accomplish such repair and reconstruction. In the event insurance proceeds are insufficient to accomplish the repair and reconstruction as required herein, then the Association shall levy a special assessment against all Owners pursuant to the provisions of this Amended Agreement and Article IX above to collect funds necessary to accomplish such repairs and reconstruction.

11.4 Repair or Reconstruction. As soon as practicable after receiving estimates on the cost of repair or reconstruction, the Association shall, if repair or restoration is to occur, diligently pursue to completion the repair or reconstruction of that part of the Easement Areas damaged or destroyed. Subject to Section 11.2 above, the Association may take all necessary or appropriate action to effect repair or reconstruction, as attorney in fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith.

11.5 Disbursement of Funds for Repair or Reconstruction. If repair or reconstruction is to occur, then the insurance proceeds held by the Association and any amounts received from assessments shall constitute a fund for the payment of the costs of such repair and reconstruction. The first monies disbursed in payment for the costs of such repair or reconstruction shall be made from insurance proceeds; if there is a balance after payment of all of the costs of such repair or reconstruction, such balance shall be distributed, in proportion to the square footage of the Building located on each Lot, to the Owners.

## **ARTICLE XII ENFORCEMENT AND REMEDIES**

The obligations, provisions, covenants, restrictions, easements and conditions contained in this Amended Agreement, or in any supplemental or amended Agreement amendment thereto, shall be enforceable by Declarant or by any Owner of a Lot, by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amount due or unpaid. In the event any party or Owner of a Lot brings legal action against the other party or Lot Owners to compel performance of or to recover for breach of any covenant, agreement, or condition contained in this Amended Agreement, or for damages, the prevailing party shall be entitled to its reasonable costs and attorneys' fees as are fixed by the judge of the court in which such action is brought. So long as Declarant is a legal governmental entity, Declarant's liability shall be limited to specific performance.

**ARTICLE XIII**  
**MORTGAGEE PROTECTION**

13.1 Mortgage Protection. No breach of any of the covenants, conditions, restrictions, and limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions easements and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure or trustee's sale.

13.2 Priority of Liens. No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such Lot made in good faith and for value and recorded prior to the date on which any such assessment or assessments become due.

13.3 Other Liens Relate Only to Individual Lots. All taxes, assessment and charges which may become liens under local law shall relate only to the individual Lot to which the lien specifically appertains and not to the Project as a whole.

13.4 Mortgage Holder Rights in Event of Foreclosure. Any Mortgagee of a Mortgage of record which obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments and charges against the Lot which accrued prior to the date of the acquisition of title to such Lot by such acquirer. Any unpaid assessments shall be deemed to be Maintenance Expenses collectible from all of the Lots in the Project, including the Lot that has been acquired in accordance with the provisions of this Section.

13.5 Amendment. No provision of this Article XIII shall be amended without the prior written consent of at least two-thirds of all first Mortgagees of the Lots as appear on the official records of Davis County, Utah, as of the date of such amendment.

**ARTICLE XIV**  
**GENERAL PROVISIONS**

14.1 No Waiver. Failure to enforce any provision, restriction, covenant, or condition in this Amended Agreement, or in any supplemental or amended Agreement amendment thereto, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

14.2 Construction. The provisions of this Amended Agreement shall be in addition and supplemental to all applicable provisions of law. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The Article and Section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define or otherwise affect the context, meaning, or intent of this Amended Agreement or any Article, section or provision hereof. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

14.3 Audit. Any Owner may at any reasonable time, upon appointment and at his own expense, cause an audit or inspection to be made of the books and records maintained by the Association.

14.4 Amendment. The duties and responsibilities of the Association for maintenance, repair and replacement of the Easement Areas and other duties and responsibilities of the Association as set forth in this Amended Agreement, and the powers of the Association to incur expenses and to make assessments to or against the Owners and the Lots as set forth in this Amended Agreement, cannot be increased except by unanimous consent of the Owners of each Lot in the Project. It is intended that this provision prevents any Owner or Lot from being responsible for additional kinds of charges, expenses or assessment beyond those allowed as originally set forth in this Amended Agreement unless that Owner consents to the additional responsibility for such charges, expenses or assessments. This Amended Agreement cannot be amended without the consent of the Declarant until such time as the Declarant is no longer an Owner of any Lot in the Project. Thereafter, except as otherwise provided herein, this Amended Agreement may be amended if Owners holding at least two-thirds (2/3) of the Total Votes of the Association consent and agree to such amendment at a meeting of the Owners duly held in accordance with the provisions of the Articles, Bylaws, and this Amended Agreement, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Davis County, State of Utah.

14.5 Effective Date. This Amended Agreement shall take effect upon recording.

14.6 Agent for Service. The person to receive service of process for the Association shall be the then current registered agent of the Association as shown on the records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah.

14.7 Limitation on Association's Liability. The Association shall not be liable for any injury or damage to any person or property caused by the elements or by another Owner or person in the Project, or resulting from electricity, water, rain, snow or ice. No diminution or abatement of any assessments under this Amended Agreement shall be claimed or allowed for inconvenience or discomfort arising from the Association's authorized repair, maintenance or replacement of Easement Areas or any part thereof, or from any action taken to comply with any law, ordinance or order of a governmental authority.

14.8 Owner's Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Amended Agreement shall continue, notwithstanding that he may be leasing, renting, or selling on contract his Lot. The Owner of a Lot shall have no obligation for expenses or other obligations accruing after he conveys title to such Lot. ~~Original Agreement~~

14.9 Superseding Agreement. This Amended Agreement constitutes the full agreement of the parties with respect to the subject matter hereof as of its effective date and supersedes and replaces, in its entirety, the Original Agreement and any prior amendments thereto, but does not supersede or replace the other Governing Documents.

14.10 Governmental Immunity. The City and RDA are governmental entities in the State of Utah and are bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and do not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable

legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City or RDA under this Agreement are expressly limited to the amounts identified in the Act. Notwithstanding the foregoing, remedies for contractual breach and any claims against the City or RDA shall be limited to specific performance

**ARTICLE XV**  
**SPECIAL PROVISION CONCERNING LOT 3**

Notwithstanding any other provision of this Amended Agreement, in the event that Lot 3 is developed as a neighborhood public park without ball fields with its own independent and exclusive parking, as allowed for in Section 10.9 of the A.D.L., then (1) the Owner of Lot 3 shall construct a fence along the boundaries of Lot 3 that abut Lots 11A, 201A, and 2202, (2) the easements on Lot 3, and the easements in favor of Lot 3, created by this Amended Agreement shall be extinguished and shall be of no further force or effect, (3) Lot 3 shall not be a part of, and shall be excluded from, the Project and the Association, and (4) Lot 3 and its Owners shall not be subject to the terms and provisions of this Amended Agreement.

**ARTICLE XVI**  
**SPECIAL PARKING IMPROVEMENT PROVISIONS**

~~16.1—Parking Improvements. The Owner of Lot 3 hereby agrees to install and construct at its sole cost and expense parking stalls and related improvements on a portion of Lot 2 as more particularly provided herein (“Parking Improvements”). The Parking Improvements shall consist of and include approximately seventy-six (76) parking stalls, striping, landscaped islands, pedestrian pathways, and drive aisles, as more particularly shown on the Final Site Plan for Lots 2-3 of the Centerville Corporate Park Subdivision as approved by the Centerville City Planning Commission, and identified as “Parking Lot Phase 1” in Exhibit 1, attached hereto and incorporated herein by this reference. The Parking Improvements shall be installed in accordance with applicable Standard Specifications as adopted by the City of Centerville.~~

~~16.2—Driveway Improvements. The Owner of Lot 3 hereby agrees to install and construct at its sole cost and expense a driveway over and across a portion of Lot 2 from the west boundary line of Lot 3 to the Frontage Road (“Driveway Improvements”). The Driveway Improvements shall consist of road base and asphalt paving, as more particularly shown on the Final Site Plan for Lots 2-3 of the Centerville Corporate Park Subdivision as approved by the Centerville City Planning Commission, and identified as “Access Road Phase I” in Exhibit 1. The Driveway Improvements shall be installed in accordance with applicable Standard Specifications as adopted by the City of Centerville.~~

~~16.3—Boundary Landscaping Improvements. The Owner of Lot 3 hereby agrees to install landscaping improvements on a portion of Lot 2 directly north of the Parking Improvements and Driveway Improvements described in Sections 16.1 and 16.2, respectively, from the west boundary line of Lot 3 to the Frontage Road (“Landscaping Improvements”). The Landscaping Improvements shall consist of curb, gutter, berming, fencing and landscaping, as more particularly shown on the Final Site Plan for Lots 2-3 of the Centerville Corporate Park Subdivision as approved by the Centerville City Planning Commission. The Owner of Lot 3 also~~

~~agrees to install trail improvements, at its sole cost, in conjunction with the Landscaping Improvements as more particularly shown on the Final Site Plan for Lots 2-3 of the Centerville Corporate Park Subdivision as approved by the Centerville City Planning Commission (“Trail Improvements”). The Owner of Lot 3 further agrees to install a temporary hard surface pedestrian pathway over and across Lot 1 and/or Lot 2 from the pedestrian pathway provided with the Parking Lot Phase 1 improvements to the Frontage Road, as more particularly shown on the Final Site Plan for Lots 2-3 of the Centerville Corporate Park Subdivision as approved by the Centerville City Planning Commission, and identified in Exhibit 1, attached hereto and incorporated herein by this reference (“Pedestrian Pathway”). The Pedestrian Pathway is temporary and shall be relocated and installed on Lot 1 and/or Lot 2 by the Owner of Lot 2, at its sole cost and expense, in conjunction with and as a condition of the development of a building on Lot 2. The Landscaping Improvements, Trail Improvements and Pedestrian Pathway shall be installed in accordance with applicable Standard Specifications as adopted by the City of Centerville. The cost of the Landscaping Improvements shall be shared by the Owners of Lots 2 and 3 in accordance with the following: (1) the Owner of Lot 3 shall pay for the portion of the Landscaping Improvements located adjacent to and immediately north of the Parking Improvements described in Section 16.1; and (2) the Owner of Lot 2 shall pay for the remaining portion of the Landscaping Improvements from the west boundary line of the Parking Improvements described in Section 16.1 to the Frontage Road. The cost sharing portions of the Landscaping Improvements are more particularly described in Exhibit 1. The parties agree that the Owner of Lot 2 shall pay for its portion of the Landscaping Improvements in accordance with the provisions of Section 16.4.~~

~~16.4—Costs of Landscaping Improvements. The Owner of Lot 2 shall pay for its portion of the Landscaping Improvements described in Section 16.3 in accordance with the provisions of this Section. The Owners of Lot 2 and Lot 3 have previously entered into that certain Agreement and Option Agreement dated October 11, 2006, regarding the purchase of Lot 2 and an option to purchase Lot 3 (“Option Agreement”). Section 6 of the Option Agreement provides as follows:~~

~~6.—Conditional Commitment of Tax Increment Subsidy. Provided that the Parcel 2 ADL is successfully negotiated and entered into between the Agency and the Developer for the construction and installation of the Parcel 2 Improvements, the Agency agrees that it shall provide for, in the Parcel 2 AOL, a tax increment subsidy to Developer of \$140,000 to be paid from tax increment received by the Agency from the Parcel 2 improvements. Payment of such tax increment subsidy under the contemplated Parcel 2 AOL shall be conditioned upon and subject to Developer meeting the performance requirements, eligibility and other conditions of the Parcel 2 ADL. The priority position for payment of such tax increment subsidy is not decided but shall be negotiated in connection with the establishment of the Parcel 2 ADL.~~

~~The Owner of Lot 2 agrees to pay for its portion of the Landscaping Improvements described in Section 16.3 by reducing the amount of the proposed tax increment subsidy for Lot 2 in an amount equaling the Owner of Lot 2's share of the cost of the Landscaping Improvements. By entering into this Agreement, the Owner of Lot 2 hereby agrees to reduce the amount of the proposed tax increment subsidy for Lot 2 by the amount set forth herein and hereby waives any and all rights to such tax increment subsidy for Lot 2. The Owner of Lot 2 further agrees to enter into an amendment to the Option Agreement amending Section 6 of the same regarding the~~

reduction of the proposed tax increment subsidy for Lot 2 as more particularly provided herein. In the event the cost of the Owner of Lot 2's portion of the Landscaping Improvements exceeds \$140,000, the Owner of Lot 2 shall be required to pay to the Owner of Lot 3 any and all amounts exceeding such costs, including, but not limited to, construction costs, professional services fees, engineering and landscape architect costs, and testing and inspection fees, in an amount not to exceed fifteen thousand dollars (\$15,000) ("Maximum Costs"). A copy of the Engineer's construction cost estimates for the Landscaping Improvements, including the cost sharing figures for such costs, is attached hereto as Exhibit 2, and incorporated herein by this reference. Maximum Costs relating to engineering and landscape architect costs due and owing to the Owner of Lot 3 shall not begin to accrue until the start of preparation of the construction drawings and documents for the Landscaping Improvements. Upon completion of the Landscaping Improvements, the Owner of Lot 3 agrees to provide the Owner of Lot 2 with a detailed accounting of the costs of the Owner of Lot 2's portion of the Landscaping Improvements and shall notify the Owner of Lot 2 of any required deficiencies in cost. The Owner of Lot 2 shall be required to reimburse the Owner of Lot 3 for the above described uncovered costs up to the Maximum Costs within thirty (30) days from the Owner of Lot 2's receipt of invoicing. In the event the cost of the Owner of Lot 2's portion of the Landscaping Improvements is less than \$140,000, any amount under \$140,000 shall be provided for in the Parcel 2 ADL as a tax increment subsidy in accordance with the provisions of the amendment to the Option Agreement.

16.5 — Right of Access for Construction. The Owners of Lot 1 and Lot 2 hereby grant to the Owner of Lot 3, its agents and contractors, the right to enter onto Lot 1 and/or Lot 2 for the purpose of installing the required Parking Improvements, Driveway Improvements, Landscaping Improvements, Trail Improvements and Pedestrian Pathway, as more particularly provided herein (collectively referred to herein as "Improvements"). This right of access is temporary and shall expire upon completion of the Improvements. The Owner of Lot 3, its agents and contractors, shall restore Lot 1 and Lot 2 to as good a condition as existed prior to installation of the Improvements, to the extent reasonably possible, including modification of the existing sprinkler system as needed to continue sprinkling the unimproved portion of Lot 2.

16.6 — Ownership. In accordance with Article III, Section 3.1 of the Easements and Restrictions, upon completion of the installation and construction of the Improvements on Lot 2 as provided herein, the ownership of such Improvements shall be the sole and exclusive property of the Owner of Lot 2, and except for the maintenance of Easement Areas located on Lot 2, shall be maintained and repaired, kept in a clean and sanitary condition, and in a state of good repair by the Owner of Lot 2. The temporary Pedestrian Pathway on Lot 1 and/or Lot 2 shall be maintained by the Owner of Lot 3 until such Pedestrian Pathway is rebuilt and reconstructed on Lot 1 and/or Lot 2 in conjunction with the development of a building on Lot 2.

16.7 — Maintenance of Easement Areas. Nothing herein is intended and shall not be interpreted to alter or amend any of the ownership or easement rights as set forth in the Easements and Restrictions which provisions shall remain in full force and effect. To the extent any of the Improvements are deemed to be included as or constitute improvements within the Easement Areas, as defined by the Easements and Restrictions, such improvements shall be managed, maintained, repaired, replaced and reconstructed by the Association in accordance with applicable provisions of the Easements and Restrictions, including, but not limited to,

~~Article III, Section 3.4 and Section 3.5, and Article VIII, Section 8.1.~~

~~16.8~~16.1 Employee Parking. The Owner, tenant, lessee or assign of Lot 3 will require their employees and performers to park on Lot 3 between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday, exclusive of State or federally recognized holidays (“Daytime”).

~~16.9~~16.2 Reasonable Use. Pursuant to Article IV, Section 4.4(D)(2) of this Amended Agreement, there exists an easement for parking in favor of each of Lots ~~1, 21A, 201A, 202~~ and 3 for the constructed paved parking areas marked with parking stalls of each Lot “so long as such use is reasonable and does not hinder or encroach upon the rights of other Owners.” This Section further provides that each Owner may designate up to ten percent (10%) of the parking stalls on its Lot as “reserved” for the exclusive use of the Owner or its tenants, invites and guests, ~~subject to exclusions for the Island Parcel Parking. As indicated, the. The~~ Owner of Lot 3 ~~intends to construct~~constructed and ~~maintain~~maintains a Theatre on Lot 3. ~~It is anticipated that~~ and the peak parking demands associated with the Theatre ~~will~~ occur during the evening hours when the parking demands for the office use and activities associated with the tenants of Lot ~~1A~~ and Lot ~~201A~~ will be limited. Such a scenario provides for a symbiotic shared parking arrangement with limited peak parking demand conflicts. However, the parties acknowledge that the Theatre ~~does anticipate~~requires some Daytime use for summer classes, limited performances or other authorized use of the Theatre. Based on parking studies and analysis, ~~it is anticipated that such proposed~~such Daytime uses of the Theatre will not exceed the parking already provided on-site for Lot 3. The Owner of Lot 3 agrees to work in good faith with the Owners of Lot ~~1A, Lot 201A~~ and Lot ~~202~~ to ensure that Daytime parking demands of the Theatre, its employees, performers and invitees, are reasonable and do not encroach on the rights of the Owners of Lot ~~1A, Lot 201A, and Lot 202~~ in accordance with Section 4.4(0)(2). Unless otherwise agreed to by the Owners, any tenant, lessee and assign of the Theatre shall be required to provide the Owners of Lot ~~1A, Lot 201A, and Lot 202~~ with at least seven (7) days prior written notice of any Daytime uses or activities anticipated to generate parking demand in excess of the on-site parking provided on Lot 3 and to receive prior approval of the same from the Owners of Lot ~~1A, Lot 201A, and 202~~ (“Notice and Request”). The Owners of Lot ~~1A, Lot 201A and 202~~ shall respond to the Notice and Request within a reasonable time. Approval of the Notice and Request shall not be unreasonably withheld by the Owners of Lot ~~1A, Lot 201A, and 202~~ when considering current building occupancy and uses, current parking lot use patterns, the proposed Daytime use or activity of Lot 3, and the anticipated parking demands for Lots ~~1A, 201A, and 202~~ on the subject day(s). Unless otherwise agreed to by the Owners, any tenant, lessee and assign of Lot ~~1A, Lot 201A and Lot 202~~ shall be required to provide the Owner of Lot 3 with the same seven (7) day advanced Notice and Request for prior approval of any Daytime use or activity on Lot ~~1A, Lot 201A or Lot 202~~ anticipated to generate parking demands in excess of the on-site parking provided for Lots ~~1A, Lot 201A and 202~~. The Owner of Lot 3 shall respond to the Notice and Request within a reasonable time. Approval of the Notice and Request shall not be unreasonably withheld by the Owner of Lot 3 based on the same criteria set forth above. If any Notice and Request is not granted, the requested Daytime use or activity on the subject lot shall not occur.

~~16.10~~16.3 Compliance with Centerville City Ordinances. The parties expressly agree that the terms and provisions of this Article XVI and the shared parking provisions generally provided in the Easements and Restrictions are intended to comply with Centerville City

Ordinance, Section 12-52-070, as amended, regarding off-site parking for Lot 3 and are a condition of approval for the Final Site Plan for Lot 3. Pursuant to the provisions of Section 12-52-070, as amended, the parties agree that the off-site parking as provided by the Easements and Restrictions shall be continuously available and shall be available without charge other than maintenance assessment charges permitted by the Easements and Restrictions. In addition, as required by Section 12-52- 070, as amended, the Centerville City Zoning Administrator shall be notified thirty (30) days prior to the termination or alteration of the substantive provisions of the shared parking provisions of the Easements and Restrictions.

*[Signatures on Next Page]*

IN WITNESS WHEREOF, the undersigned have executed this Amended Agreement the  
day of \_\_\_\_\_, 2025.

~~IN WITNESS WHEREOF, the undersigned  
Declarant has executed this Agreement the day  
and year first above written.~~

“Declarant”  
Redevelopment Agency of Centerville City

By: \_\_\_\_\_  
—[Name]

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

“Marketplace 24”  
Marketplace 24, LLC

By: \_\_\_\_\_  
Its: Manager

“Chick-Fil-A”  
Chick-Fil-A, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DECLARANT ACKNOWLEDGMENT**

STATE OF UTAH        )  
                              :SS  
COUNTY OF DAVIS    )

On the \_\_\_ day of \_\_\_\_\_, ~~2024~~2025, personally appeared before me \_\_\_\_\_, who being of duly sworn by me did say that personally ~~he~~ \_\_\_\_\_ is the Chairperson of the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a community development and renewal agency and public body organized and existing under the Limited Purpose Local Government Entities -Community Development and Renewal Agencies Act of the State of Utah, and that the forgoing instrument was signed on behalf of said Agency by authority of its Board and said Chairperson acknowledged to me that said Agency executed the same.

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

My Commission Expires:  
\_\_\_\_\_

Residing at:  
\_\_\_\_\_

**MARKETPLACE 24 ACKNOWLEDGMENT**

STATE OF UTAH        )  
                              :SS  
COUNTY OF DAVIS    )

On the \_\_\_ day of \_\_\_\_\_, ~~2024~~2025, personally appeared before me \_\_\_\_\_, who being of duly sworn by me did say that personally ~~he~~ \_\_\_\_\_ is the Manager of **MARKETPLACE 24, LLC**, a Utah limited liability company, and that the forgoing instrument was signed on behalf of said limited liability by authority of its Articles of Organization and Bylaws and dully acknowledged to me that said limited liability company executed the same.

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

My Commission Expires:  
\_\_\_\_\_

Residing at:  
\_\_\_\_\_

**CHICK-FIL-A ACKNOWLEDGMENT**

STATE OF UTAH        )  
                              :SS  
COUNTY OF DAVIS    )

On the \_\_\_ day of \_\_\_\_\_, ~~2024~~2025, personally appeared before me \_\_\_\_\_, who being of duly sworn by me did say that personally ~~he~~ \_\_\_\_\_ is the \_\_\_\_\_ of **Chick-Fil-A, Inc.**, a \_\_\_\_\_ corporation, and that the forgoing instrument was signed on behalf of said ~~limited liability corporation~~ by authority of its ~~Articles Board of Incorporation and By-Laws~~ Directors or other governing body, and dully acknowledged to me that said corporation executed the same.

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

My Commission Expires:  
\_\_\_\_\_

Residing at:  
\_\_\_\_\_

EXHIBIT A  
TO  
**AMENDED AND RESTATED** GRANT OF EASEMENTS AND RESTRICTIONS  
FOR  
Centerville Corporate Park Subdivision  
  
**Amended and Restated** Bylaws  
OF  
THE CENTERVILLE CORPORATE PARK ~~SUBDIVISION~~ OWNERS ASSOCIATION, INC.

**EXHIBIT B**  
**TO**  
**AMENDED AND RESTATED GRANT OF EASEMENTS AND RESTRICTIONS**  
**FOR**  
**Centerville Corporate Park Subdivision**

**Total Votes**

<u>Lot Number</u>	<u>Number of Votes Owner has as a Member of the Association</u>
<del>11A</del>	1
<del>2201A</del>	1
<del>202</del>	<del>1</del>
3	1
Total Votes	<del>34</del>

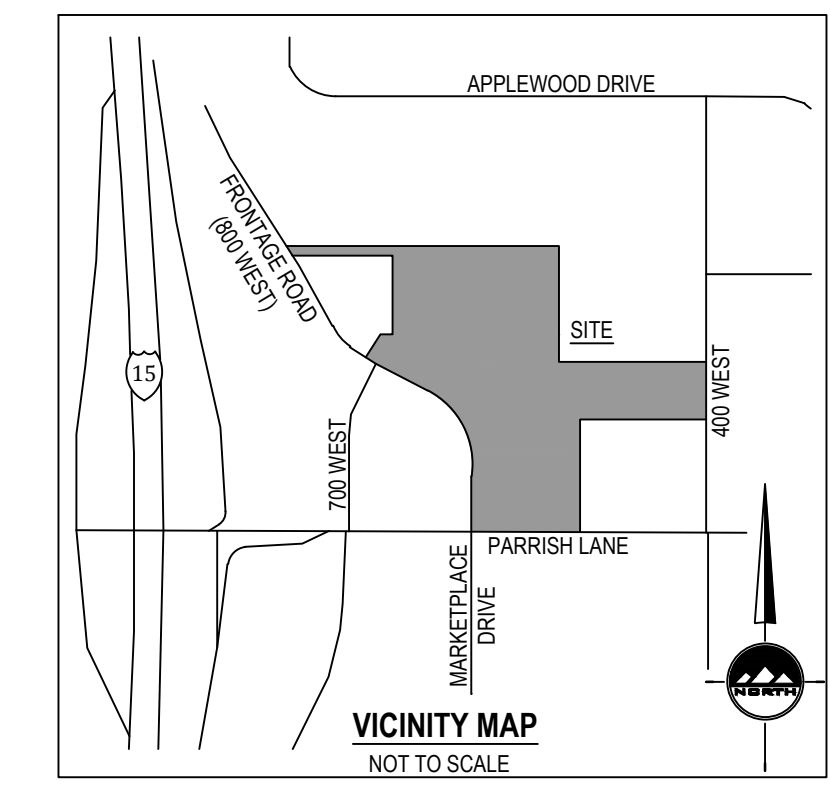
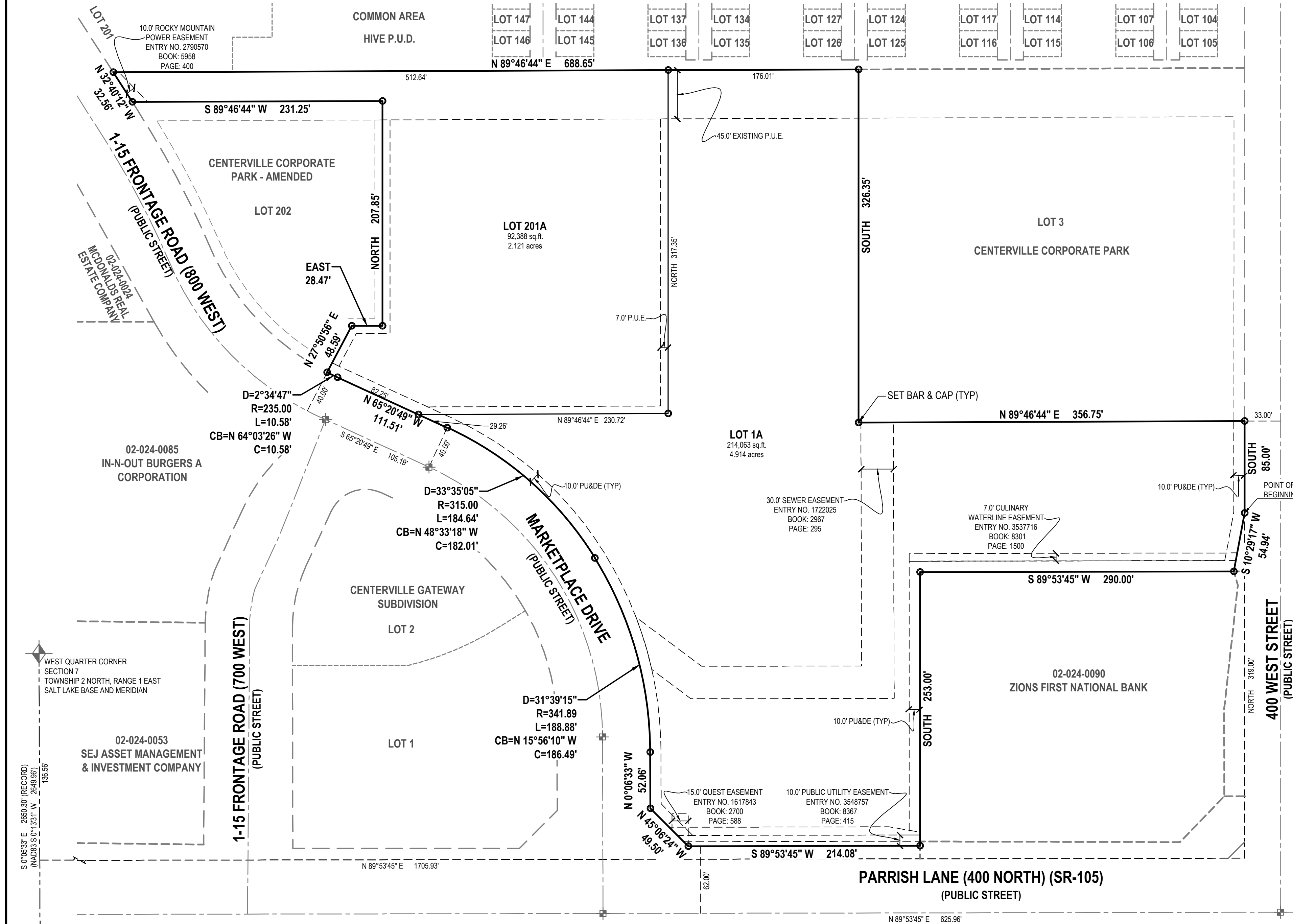
EXHIBIT C  
TO  
**AMENDED AND RESTATED** GRANT OF EASEMENTS AND RESTRICTIONS  
FOR  
Centerville Corporate Park Subdivision  
UTILITY EASEMENT PLAN

**EXHIBIT D**  
**TO**  
**GRANT OF EASEMENTS AND RESTRICTIONS**  
**FOR**  
**Centerville Corporate Park Subdivision**  
**Legal Description of Island Parcel**

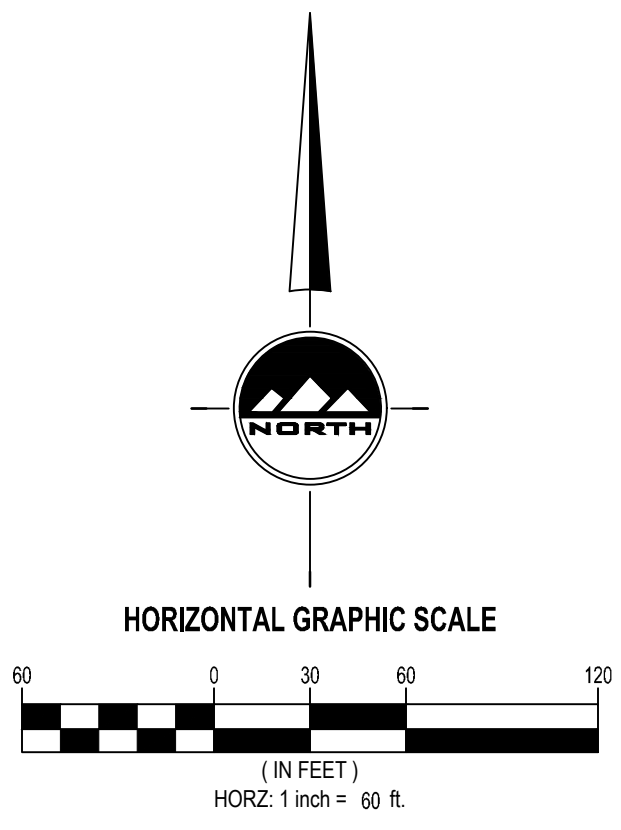
Beginning at the intersection of the easterly right-of-way line of a frontage road and the northerly right-of-way line of Parrish Lane, which point is 136.56 feet South 00°05'33" East along the Section line, 826.49 feet North 89°53'45" East and 10.56 feet North 00°06'12" West from the West Quarter Corner of Section 7, Township 2 North, Range 1 East, Salt Lake Meridian; and running thence along said easterly right-of-way line the following four (4) courses and distances: (1) North 00°06'12" West 203.98 feet to a point of curvature with a 135.00-foot radius curve to the right; thence (2) Northerly 58.33 feet along the arc of said curve (Note: Chord to said curve bears North 12°16'27" East for a distance of 57.88 feet); thence (3) North 24°39'11" East 56.15 feet to a point of curvature with a 35.00-foot radius curve to the right; thence (4) Northeasterly and Easterly 54.98 feet along the arc of said curve (Note: Chord to said curve bears North 69°39'11" East for a distance of 49.50 feet) to the westerly right-of-way line of Marketplace Drive; thence along said westerly right-of-way line the following five (5) courses and distances: (1) South 65°20'49" East 30.19 feet to a point of curvature with a 235.00-foot radius curve to the right; thence (2) Southeasterly 137.15 feet along the arc of said curve (Note: Chord to said curve bears South 48°33'17" East for a distance of 135.78 feet) to a point of compound curvature with a 221.56-foot radius curve to the right; thence (3) Southerly 122.40 feet along the arc of said curve (Note: Chord to said curve bears South 15°56'08" East for a distance of 120.85 feet); thence (4) South 00°06'33" East 75.07 feet; thence (5) South 44°56'28" West 49.45 feet to the northerly right-of-way line of Parrish Lane; thence South 89°59'29" West 209.38 feet along said northerly right-of-way line to the point of beginning.

# CENTERVILLE CORPORATE PARK - SECOND AMENDED

AMENDING LOT 1 CENTERVILLE CORPORATE PARK AND LOT 201 CENTERVILLE CORPORATE PARK - AMENDED  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7 AND THE  
 NORTHWEST QUARTER OF SECTION 7  
 TOWNSHIP 2 NORTH, RANGE 1 EAST  
 SALT LAKE BASE & MERIDIAN  
 CENTERVILLE, DAVIS COUNTY, UTAH



- LEGEND**
- SECTION CORNER
  - EXISTING STREET MONUMENT
  - SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
  - SECTION LINE
  - SECTION TIE LINE
  - PROPERTY LINE
  - ADJACENT PROPERTY LINE
  - ADJACENT ROAD CENTERLINE
  - ADJACENT RIGHT OF WAY
  - LOT LINE
  - ADJACENT LOT LINE
  - EASEMENT
  - ADJACENT EASEMENT



## CENTERVILLE CORPORATE PARK - SECOND AMENDED

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 7 TOWNSHIP 2 NORTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN CENTERVILLE, DAVIS COUNTY, UTAH

<p><b>DAVIS COUNTY RECORDER</b></p> <p>ENTRY NO. _____ FEE _____                  PAID _____ FILED FOR RECORD AND                  RECORDED THIS _____ DAY OF _____ 20____                  AT _____ IN BOOK _____ OF OFFICIAL RECORDS                  PAGE _____</p>	<p><b>SHEET 2 OF 2</b></p> <p>PROJECT NUMBER : 13465                  MANAGER : C.PRESTON                  DRAWN BY : J.RINDUSBACHER                  CHECKED BY : T.WILLIAMS                  DATE : 12/31/2024</p>
<p>DAVIS COUNTY RECORDER</p> <p>BY _____</p> <p>DEPUTY RECORDER</p>	

**DEVELOPER**  
 MANAGEMENT AND TRAINING CORPORATION  
 500 NORTH MARKETPLACE DRIVE  
 CENTERVILLE, UT 84014  
 801-693-2757

**ENSGN**  
 THE STANDARD IN ENGINEERING

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SANDY  
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TORRILE  
 Phone: 435.943.3990

CEDAR CITY  
 Phone: 435.950.1453

RICHFIELD  
 Phone: 435.896.2983



# REDEVELOPMENT AGENCY

**Staff Report**  
3/18/2025

**Item No. 3.**

**Title:** Centerville Corporate Park - Amended and Restated Bylaws of Centerville Corporate Park Owners Association, Inc.

**Initiated By:** Michael Petrogeorge, Marketplace 24, LLC

**Staff Representative:** Lisa Romney, City Attorney

**SUBJECT:**

Consider amendments to the Bylaws for the Centerville Corporate Park Owners Association, Inc.

**RECOMMENDATION:**

Approve amendments to the Bylaws for the Centerville Corporate Park Owners Association, Inc.

**BACKGROUND:**

The City Council recently approved the Second Amendment to the Centerville Corporate Park Subdivision located at approximately 500 North Marketplace Drive and Parrish Lane adjusting the boundary line between Lot 1 and Lot 201 of the Subdivision ("Subdivision Amendment"). As a condition of approval for the Subdivision Amendment, the developer is required to submit and obtain approval of amendments to the Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision regarding ownership and maintenance obligations for the parking structure and any other necessary amendments. In connection with the proposed Amended and Restated Grant of Easements and Restrictions, the developer has also proposed updates and amendments to the Bylaws for the Centerville Corporate Park Owners Association. The Amended and Restated Bylaws have been reviewed by Staff and Staff recommends approval of such amendments.

**ATTACHMENTS:**

1. Bylaws - Centerville Corporate Park - Amended and Restated - redlines
2. Centerville Corporate Park - Second Amended Plat

AMENDED AND RESTATED BYLAWS  
OF  
THE CENTERVILLE CORPORATE PARK ~~SUBDIVISION~~ OWNERS ASSOCIATION, INC.  
(A Utah Non-Profit Corporation)

ARTICLE I  
OFFICES

The Centerville Corporate Park ~~Subdivision~~ Owners Association, Inc. (the “Association”) may have such offices, within the State of Utah, as the Board of Trustees may designate or as the business of the Association may require from time to time.

ARTICLE II  
DEFINITIONS

Except as otherwise provided herein or as otherwise required by the context, all terms defined in the Amended and Restated Grant of Easements And Restrictions for Centerville Corporate Park Subdivision (the “Amended Declaration”), shall have such defined meanings when used in these Amended and Restated Bylaws.

ARTICLE III  
MEMBERS

Section 1. Annual Meetings. The annual meeting of members of the Association shall be held on the second ~~Saturday~~Friday in March of each year at the hour of 10:00 ~~o'clock~~ a.m., beginning with the year following the year in which ~~the Articles of Incorporation~~these Amended and Restated Bylaws are ~~filed~~signed by the Trustees, for the purpose of appointing Trustees (if the members then have responsibility for so doing) and transacting such other business as may come before the meeting. If the appointment of Trustees ~~shaltis~~ not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Board of Trustees shall cause the appointment to be held at a special meeting of the members to be convened as soon thereafter as may be convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the members.

Section 2. Special Meetings. Special meetings of the members for any purpose or purposes unless otherwise prescribed by statute, may be called from time to time by the president, and shall be immediately called by the president upon the written request of members holding not less than thirty-three percent (33%) of the total votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Trustees or the president. In case of failure to call such meeting within twenty (20) days after such request, such members may call the same.

Section 3. Place of Meetings. The Board of Trustees may designate any place in Salt Lake County or Davis County, State of Utah, as the place of meeting for any annual meeting or for any special meeting called by the Board of Trustees. A waiver of notice signed by all of the members may designate any place, within the State of Utah, as the place for holding such meeting.

Section 4. Notice of Meetings. The Board of Trustees shall cause written or printed notice of the time, place, and purpose of all meetings of the members, whether annual or special, to be delivered, not more than fifty (50) nor less than ten (10) days prior to the meeting, to each member of record entitled to vote at such meeting. Notices may be delivered by mail, e-mail, or hand delivery. If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail addressed to the member at ~~his~~the member's registered address, with first class postage ~~thereon~~ prepaid. If e-mailed, such notice shall be deemed to have been delivered when sent to the e-mail address for such member as provided by the member and on file with the Association. If hand delivered, such notice shall be deemed to have been delivered when hand delivered to the physical address of such member as provided by the member and on file with the Association. Each member shall register with the Association such member's current e-mail, mailing and physical address for purposes of notice hereunder. Such registered ~~address~~addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the

Association, the member's Lot address shall be deemed to be ~~his~~ the member's registered address for purposes of mailed or hand-delivered notice hereunder.

Section 5. Fixing of Record Date. Upon purchasing a Lot in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Lot has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Board of Trustees may designate a record date, which shall not be more than fifty (50) nor less than ten (10) days prior to the meeting. If no record date is designated, the date on which notice of the meeting is ~~mailed~~ delivered shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the Owners of record of Lots in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members and any adjournments thereof.

Section 6. Quorum. At any meeting of the members, the presence of members holding, or holders of proxies entitled to cast, more than fifty percent (50%) of the total votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a later date. Notice thereof shall be delivered to the members as provided above. At the reconvened meeting, the members and proxy holders present shall constitute a quorum for the transaction of business.

Section 7. Proxies. At each meeting of the members, each member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the member ~~himself~~ or by ~~his~~ the member's attorney duly authorized in writing. If a membership is jointly held,

the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

Section 8. Votes. With respect to each matter, other than the appointment of Trustees, submitted to a vote of the members, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Lot of such member, as shown in the Amended Declaration. The affirmative vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the members, unless a greater proportion is required by the Articles of Incorporation, these Amended and Restated Bylaws, the Amended Declaration, or Utah law.

Section 9. Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, form of proxies, and method of ascertaining members present shall be deemed waived if no objection thereto is made at the meeting.

Section 10. Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting, if a consent in writing~~s~~ setting forth the action so taken, ~~shall be~~ signed by all of the members entitled to vote with respect to the subject matter thereof.

#### ARTICLE IV BOARD OF TRUSTEES

Section 1. General Powers. The property, affairs, and business of the Association shall be managed by the Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from law, the Articles of Incorporation, these Bylaws, or the Amended

Declaration, except those powers which are by law or by the foregoing documents vested solely in the members. The Board of Trustees shall, among other things, prepare or cause to be prepared, plan and adopt an estimated annual budget for the estimated annual common expenses, provide the manner of assessing and collecting assessments, and keep or cause to be kept sufficient books and records with a detailed account of the receipts and expenditures affecting the Project and its administration, and specifying the maintenance and repair expenses of the Common Areas. The books and records shall be available for examination by all members at convenient hours on working days that shall be set and announced for general knowledge. All books and records shall be kept in accordance with good accounting procedure and shall be subject to audit by any member or its representative, as provided by the Amended Declaration. The Board of Trustees ~~may by written contract delegate, in whole or in part, hereby delegates personal of its duties, responsibilities, functions, and powers as are properly delegable to a professional management~~ the Manager. ~~organization or person such of its duties, responsibilities, functions, and powers as are properly delegable.~~

Section 2. ~~Initial Board of Trustees.~~ The ~~initial~~ Board of Trustees shall be composed of ~~three~~ four (4) Trustees. The Trustees ~~specified in the Articles of Incorporation, and any replacements duly appointed by Declarant,~~ shall serve until ~~the first meeting of the members held after the members obtain the responsibility for appointing Trustees, and until~~ their successors are duly appointed and qualified. The Trustees ~~specified in the Articles of Incorporation, and any replacements duly appointed by the Declarant or by the members,~~ are required to be members of the Association or residents of the State of Utah.

~~Section 3. Section 3. Permanent Board of Trustees. After the Declarant turns over to the members responsibility for appointing Trustees, the Board of Trustees shall be composed of three (3) Trustees.~~

~~Section 4. Regular Meetings.~~ The regular annual meeting of the Board of Trustees shall be held without other notice than this ~~bylaw,Bylaw~~ and at the same place as; the annual meeting of the members. The Board of Trustees may provide by resolution the time and place, within Salt Lake County or Davis County, State of Utah, for the holding of additional regular meetings without other notice than such resolution.

Section ~~54. Special Meetings.~~ Special meetings of the Board of Trustees may be called by or at the request of any of the Trustees. The person or persons authorized to call special meetings of the Board of Trustees may fix any place, within Salt Lake County or Davis County, State of Utah, as the place for holding any special meeting of the Board of Trustees called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally, or ~~e-mailed or~~ mailed to each Trustee at ~~his~~the registered address, ~~or provided by telegram the Trustee and on file with the Association.~~ If mailed, such notice shall be deemed to have been delivered when deposited in the U.S. mail so addressed, with first class postage ~~thereon~~ prepaid. ~~If notice is given by telegram-mailed,~~ such notice shall be deemed to have been delivered when ~~the telegram is sent to the e-mail address for such Trustee as provided by the Trustee and on file with the Association. If hand~~ delivered ~~to the telegraph company., such notice shall be deemed to have been delivered when hand delivered to the physical address of such Trustee as provided by the member and on file with the Association.~~ Any Trustee may waive notice of a meeting. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section ~~65. Quorum and Manner of Acting.~~ A majority of the then authorized number of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. Except as otherwise required in these Bylaws, the Articles of Incorporation, or the

Amended Declaration, the act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustees shall act only as a Board; and individual Trustees shall have no powers as such.

Section 76. Compensation. No Trustee shall receive compensation for any services that ~~he~~the Trustee may render to the Association as a Trustee; provided, however, that a Trustee may be reimbursed for expenses incurred in performance of ~~his~~the Trustee's duties as a Trustee to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in ~~his~~the Trustee's capacity as a Trustee.

Section 87. Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the president or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 98. Vacancies. If vacancies shall occur in the Board of Trustees by reason of the death, resignation, or other ~~then~~ in office shall continue to act, and such vacancies or newly created trusteeships shall be filled by a vote of the Trustees then in office, though less than a quorum, many way approved by such Trustees at the meeting. Any vacancy in the Board of Trustees occurring by reason of removal of a Trustee by the members may be filled by appointment at the meeting at which such Trustee is removed. If vacancies ~~shall~~ occur in the Board of Trustees by reason of death, resignation, or other reasons, of a Trustee appointed by a member, such vacancies shall be filled by appointments to be made by that member. Any Trustee appointed hereunder to fill a vacancy shall serve for the unexpired term of ~~his~~the Trustee's predecessor or for the term of the newly created trusteeship, as the case may be.

Section ~~109~~. Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board of Trustees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

Section ~~110~~. Amendments. The provisions of this Article may not be amended, modified, or repealed, unless such amendment, modification, or repeal is approved by the affirmative vote of Owners holding more than fifty percent (50%) of the total number of votes appurtenant to all Lots in the Project.

## ARTICLE V MANAGER AND OFFICERS

Section 1. “Manager. The Owner of Lot 1A shall serve as the Manager of the Association. The Manager may resign at any time or may be removed by a three-fourths (3/4) vote of the members. In the event the Manager resigns or is removed in accordance with this Article V, Section 8.2, a new Manager shall be appointed upon a three-fourths (3/4) vote of the members. Such new Manager may be Declarant, another Owner, or a professional manager.

Section 2. Officers. The officers of the Association shall be a president, a treasurer, and a secretary, and such other officers as may from time to time be appointed by the Board of Trustees.

Section ~~2. Election, Tenure~~3. Appointment. The president, treasurer, and ~~Qualifications. The officers of the Association~~secretary shall be chosen~~appointed~~ by the Board of Trustees ~~annually at the regular annual meeting of the Board of Trustees. In the event of failure to choose officers at such regular annual meeting of the Board of Trustees, officers may be chosen at any regular or special meeting of the Board of Trustees., in consultation with the Manager~~ Each ~~such~~ officer ~~(whether chosen at a regular annual meeting of the Board of Trustees or otherwise)~~ shall hold his office until ~~the next ensuing regular annual meeting of~~removed or replaced by the Board of Trustees ~~and, in consultation with the Manager, or until his successor shall have been chosen and qualified, or until his~~ death, or until his resignation, disqualification, or removal in the manner provided in

these Amended Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, provided, however, that the president may not also be the secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office.

Section 34. Subordinate Officers. The Board of Trustees, in consultation with the Manager, may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Trustees, in consultation with the Manager may from time to time determine. The Board of Trustees, in consultation with the Manager, may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities, and duties. Subordinate officers need not be Trustees or members of the Association.

Section 45. Removal. Any officer may resign at any time by delivering a written resignation to the president, Manager, or to the Board of Trustees. Any officer or agent may be removed by the Board of Trustees whenever in its judgment the best interests of the Association will be served thereby, ~~but such removal shall be without prejudice to the contract rights, if any, of the person so removed by a three-fourths (3/4) vote of the Board of Trustees. With respect to the removal of any officer other than the Manager, the Board of Trustees shall consult with the Manager prior to such removal. The Board of Trustees shall consult with the Manager prior to removing any officer or agent other than the Manager.~~ Election or appointment of an officer or agent shall not of itself create contract rights.

Section 56. Vacancies. If any vacancy ~~shall occur~~occurs in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special

meeting. When filling any vacancies other than a vacancy in the Manager position, the Board of Trustees shall consult with the Manager before such vacancy is filled.

Section 67. President. The president shall be the principal executive officer of the Association and, subject to the control of the Board of Trustees, shall in general supervise and control all of the business and affairs of the Association. ~~He~~The president shall, when present, preside at all meetings of the members and of the Board of Trustees. ~~He~~The president may sign, with the secretary or any other proper officer of the Association thereunto authorized by the Board of Trustees, contracts or other instruments which the ~~Board of Trustees~~Manager has been duly authorized to ~~be executed~~execute, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these Amended Bylaws to the Manager or some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of ~~Trustees~~Trustee from time to time.

Section 78. Secretary. The secretary shall (a) keep the minutes of the Association and of the Board of Trustees in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Amended Bylaws or as required by law; (c) be custodian of the corporate records of the Association; and (d) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to ~~him~~the secretary by the president or by the Board of Trustees.

Section 89. Treasurer. The treasurer, ~~if appointed~~, shall: (a) have charge and custody of and be responsible for all funds of the Association; (b) receive and give receipt for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be determined by the Board of Trustees; and (c) in general perform all of the duties incident to the office of the

treasurer and such other duties as from time to time may be assigned to ~~him~~the treasurer by the president or by the Board of Trustees.

Section ~~10~~11. ~~Assistant Secretaries to the Secretary and Assistant Treasurers.~~Treasurer. The ~~secretary and treasurer may appoint an~~ assistant ~~secretaries and secretary or~~ assistant ~~treasurer~~treasurer. ~~The assistant to the secretary or treasurer,~~, in general, shall perform such duties as shall be assigned to them by the secretary or the treasurer, respectively, or by the president or the ~~Board of Trustees~~Manager.

Section ~~11~~12. Compensation. ~~The Manager shall be paid a reasonable fee for its services to the Association, in an amount to be determined by the Board of Trustee.~~ No ~~other~~ officer shall receive compensation for any services that ~~he~~ may ~~render~~be rendered to the Association ~~as an~~by ~~such~~ officer in their capacity as an officer; provided, however, that ~~nothing herein precludes the Board of Trustees from compensating an officer of the Association in their capacity as an employee or agent of Manager or the Board of Trustees.~~ ~~The Manager and any~~ officer may be reimbursed for expenses incurred in performance of ~~his~~their duties ~~as an officer~~ to the extent such expenses are approved by the Board of Trustees ~~and (except as otherwise provided in these Bylaws) may be compensated.~~ ~~Nothing herein shall preclude the Board of Trustees from compensating an officer~~ for services rendered to the Association in a capacity other than ~~in his capacity~~ as an officer.

## ARTICLE VI COMMITTEES

Section 1. Designation of Committees. The Board of Trustees may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers: ~~not delegated to the Manager.~~ No committee member shall receive compensation for services that ~~he~~the committee member may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of ~~his~~the committee member's duties as a committee member

to the extent that such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in ~~his~~the committee member's capacity as a committee member.

Section 2. Proceedings of Committees. Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

Section 3. Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Trustee, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Trustee hereunder shall act only as a committee, and the individual members thereof shall have no powers as such.

Section 4. Resignation and Removal. Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation to the president, the Board of Trustees, or the presiding officer of the committee of which ~~he~~the member is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. ~~To~~The Board of Trustees may at any time, for or without cause, remove any member of any committee.

Section 5. Vacancies. If any vacancy ~~shall occur~~occurs in any committee designated by the Board of Trustees hereunder, due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized

membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled ~~at any meeting of~~by the Board of Trustees.

## ARTICLE VII INDEMNIFICATION

Section 1. Indemnification-Third-Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Trustee or officer of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by an adverse judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 2. Indemnification-Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association by reason of the fact that he is or was a Trustee, ~~Trustee~~ Manager or officer of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no indemnification shall be made in respect of

any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. Determination. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 1 or 2 of Article VII hereof, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Sections 1 or 2 of Article VII hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 1 or 2 hereof. Such determination shall be made either (a) by the Board of Trustees by a majority vote of disinterested Trustees or (b) by independent legal counsel in a written opinion, or (c) by the members by the affirmative vote of more than fifty percent (50%) of the total votes of the Association at a meeting duly called for such purpose.

Section 4. Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding as contemplated in this Article may be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon a majority vote of a quorum of the Board of Trustees and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this article or otherwise.

Section 5. Scope of Indemnification. The indemnification provided for by this ~~article~~Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote of disinterested members or Trustees, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this article shall apply to all present and future Trustees and officers of the Association and shall continue as to such persons who cease to be Trustees or officers of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

Section 6. Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a Trustee, ~~member~~, officer, employee, or agent of the Association, against any liability asserted against him or incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the laws of the State of Utah, as the same may hereafter be amended or modified.

Section 7. Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this ~~article~~Article shall constitute expenses of the Association and shall be paid with funds from the Maintenance Fund referred to in the ~~Amended~~ Declaration.

#### ARTICLE VII FISCAL YEAR

This fiscal year of the Association shall begin on the 1st day of January of each year and shall end on the 31st day of December.

#### ARTICLE IX RULES AND REGULATIONS

The Board of Trustees may from time to time adopt, amend, repeal, and enforce reasonable rules and regulations governing the use and operation of the Project; provided, however, that such rules and regulations shall not be inconsistent with the rights and duties set forth in the Articles of Incorporation, the Amended Declaration, or these Amended Bylaws. The members shall be provided with copies of all rules and regulations adopted by the Board of Trustees, and with copies of all amendments and revisions thereof.

ARTICLE X  
AMENDMENTS

Except as otherwise provided by law, the Articles of Incorporation, the Amended Declaration, or these Amended Bylaws, after the Declarant is no longer an owner of a Lot in the Project, these Amended Bylaws may be amended, modified, or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of more than fifty percent (50%) of the total votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (a) the amended, modified, repealed, or new bylaw, (b) the number of votes cast in favor of such action, and (c) the total votes of the Association, shall have been executed and verified by the Manager and current president of the Association and mailed or e-mailed to each member of the Association.

BOARD OF TRUSTEES:

Date: \_\_\_\_\_

\_\_\_\_\_  
(Representing Lot 1A Member)

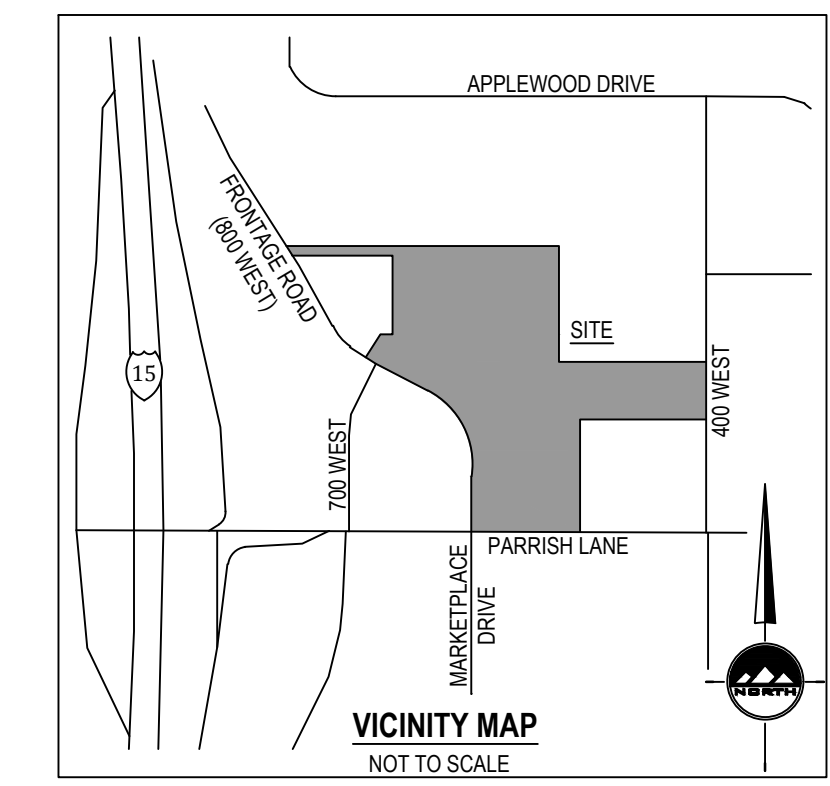
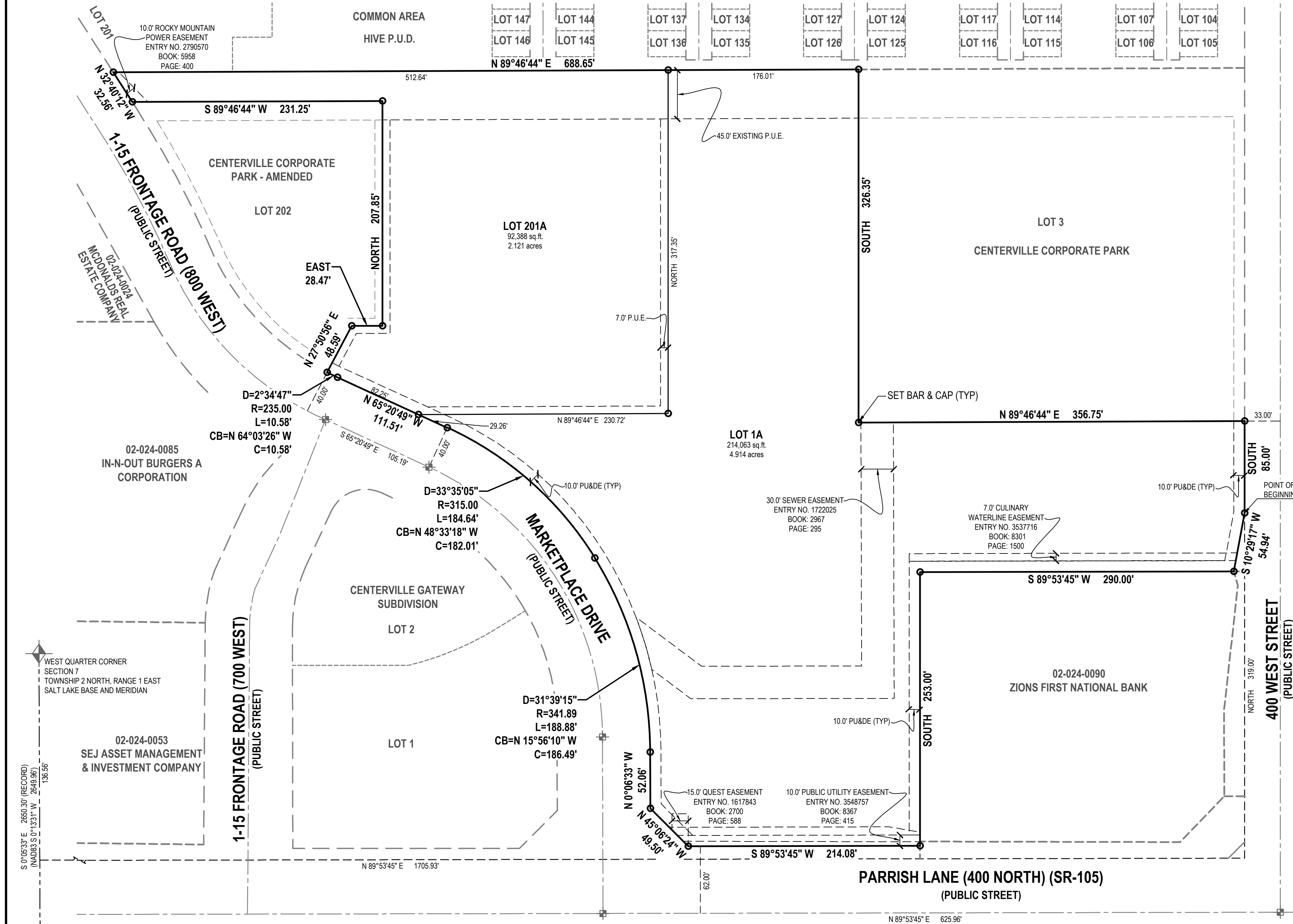
\_\_\_\_\_  
(Representing Lot 201A Member)

\_\_\_\_\_  
(Representing Lot 202 Member)

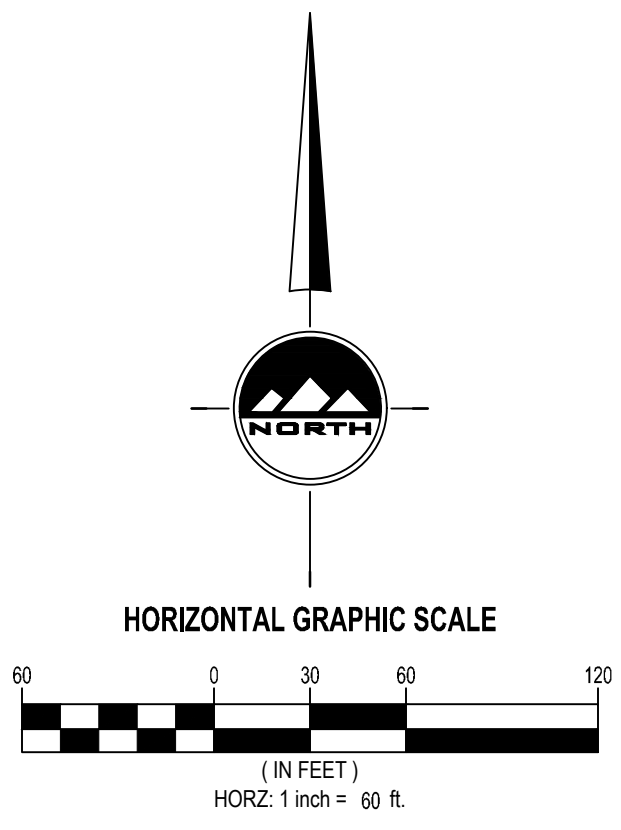
\_\_\_\_\_  
(Representing Lot 3 Member)

# CENTERVILLE CORPORATE PARK - SECOND AMENDED

AMENDING LOT 1 CENTERVILLE CORPORATE PARK AND LOT 201 CENTERVILLE CORPORATE PARK - AMENDED  
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7 AND THE  
 NORTHWEST QUARTER OF SECTION 7  
 TOWNSHIP 2 NORTH, RANGE 1 EAST  
 SALT LAKE BASE & MERIDIAN  
 CENTERVILLE, DAVIS COUNTY, UTAH



- LEGEND**
- SECTION CORNER
  - EXISTING STREET MONUMENT
  - SET 5/8" X 24" REBAR WITH YELLOW PLASTIC CAP OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
  - SECTION LINE
  - SECTION TIE LINE
  - PROPERTY LINE
  - ADJACENT PROPERTY LINE
  - ADJACENT ROAD CENTERLINE
  - ADJACENT RIGHT OF WAY
  - LOT LINE
  - ADJACENT LOT LINE
  - EASEMENT
  - ADJACENT EASEMENT



## CENTERVILLE CORPORATE PARK - SECOND AMENDED

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7  
 AND THE NORTHWEST QUARTER OF SECTION 7  
 TOWNSHIP 2 NORTH, RANGE 1 EAST  
 SALT LAKE BASE & MERIDIAN  
 CENTERVILLE, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER	
ENTRY NO. _____	FEE _____
PAID _____	FILED FOR RECORD AND _____
RECORDED THIS _____ DAY OF _____ 20____	
AT _____ IN BOOK _____	OF OFFICIAL RECORDS _____
DAVIS COUNTY RECORDER	
BY _____ DEPUTY RECORDER	

**SHEET 2 OF 2**

PROJECT NUMBER : 13465  
 MANAGER : C.PRESTON  
 DRAWN BY : J.RINDUSBACHER  
 CHECKED BY : T.WILLIAMS  
 DATE : 12/31/2024

**DEVELOPER**  
**MANAGEMENT AND TRAINING CORPORATION**  
 500 NORTH MARKETPLACE DRIVE  
 CENTERVILLE, UT 84014  
 801-693-2757

**LAYTON**  
 919 North 400 West  
 Layton, UT 84041  
 Phone: 801.547.1100  
 WWW.ENSGNENG.COM

**SANDY**  
 Phone: 801.255.0229

**TORILE**  
 Phone: 435.943.3990

**CEDAR CITY**  
 Phone: 435.950.1453

**RICHFIELD**  
 Phone: 435.896.2983



# REDEVELOPMENT AGENCY

**Staff Report**  
3/18/2025

**Item No. 1.**

**Title:** Minutes Review and Approval

**Initiated By:**

**Staff Representative:**

**SUBJECT:**

February 18, 2025 RDA Minutes

**RECOMMENDATION:**

**BACKGROUND:**

**ATTACHMENTS:**

1. 02-18-25 RDA DRAFT

1 Minutes of the **Redevelopment Agency of Centerville** meeting held Tuesday, February 18, 2025  
2 with participants present at Centerville City Hall, 250 North Main Street.

3  
4 Mayor Wilkinson called the meeting to order at 11:07 pm.

5  
6 **DIRECTORS PRESENT**

Clark Wilkinson, Chair  
Spencer Summerhays  
Robyn Mecham  
Brian Plummer  
Gina Hirst  
Cheylynn Hayman

7  
8  
9  
10  
11  
12  
13 **STAFF PRESENT**

Brant Hanson, RDA Executive Director  
Lisa Romney, City Attorney  
Jennifer Robison, City Recorder  
Mike Eggett, Community Development Director  
Bruce Cox, Parks and Recreation Director  
Nate Plaizier, Finance Director  
Allen Ackerson, Centerville Police Chief

14  
15  
16  
17  
18  
19  
20  
21 **YOUNG POWERSPORTS SALES TAX INCENTIVE**

22  
23 Finance Director Nate Plaizier updated the council on Young Power Sports' tax incentive,  
24 confirming it met the requirements of its 2022 RDA participation and requested activation as of  
25 January 1, 2025. Under the agreement, the city will remit 50% of its sales tax revenue for five  
26 years. Payments follow the annual tax cycle, with the city transferring funds to the RDA, which  
27 then has 30 days to remit payment to Young Power Sports in the spring.

28  
29 Director Hayman **moved** to notify the city of the triggering of the sales tax incentive  
30 payments as stated in the letter attached to the materials Director Summerhays seconded the  
31 motion, which passed by a unanimous vote (5-0).

32  
33 **MINUTES**

34  
35 The minutes of the January 21, 2025 RDA meeting were reviewed. Director Hirst **moved**  
36 to approve the minutes. Director Summerhays seconded the motion, which passed unanimously  
37 (5-0).

38  
39 **ADJOURNMENT**

40  
41 At 11:13 p.m., Director Summerhays **moved** to adjourn the RDA meeting which passed  
42 by unanimous vote (5-0).

43  
44  
45  
46 \_\_\_\_\_  
47 Brant T. Hanson, RDA Executive Director

\_\_\_\_\_ Date Approved