

REDEVELOPMENT AGENCY OF CENTERVILLE CITY AGENDA

NOTICE IS HEREBY GIVEN THAT THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY WILL HOLD A PUBLIC MEETING AT 8:40 P.M. ON TUESDAY, FEBRUARY 5, 2013 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

Meetings of the Centerville Redevelopment Agency Board may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

Centerville City, in compliance with the Americans With Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call Blaine Lutz, Centerville Finance Director, at 295-3477, giving at least 24 hours notice prior to the meeting.

8:40 A. ROLL CALL

B. NEW BUSINESS

- 1. MINUTES REVIEW AND ACCEPTANCE – January 15, 2013 meeting**
- 2. Approve Amendment No. 3 to Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision to add provisions regarding the ownership, maintenance obligations, and assessment calculations for the proposed above-ground parking structure on Lot 201**
- 3. Re-approve Assignment and Assumption Agreement for the Centerville Corporate Park Subdivision regarding assignment of rights and assumption of obligations for Lot 202 under the Corporate Park Governing Documents**

C. ADJOURNMENT

Steve H. Thacker
Executive Director

Minutes of the **Redevelopment Agency of Centerville** meeting held Tuesday, January 15, 2013 at 9:54 p.m. in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

DIRECTORS PRESENT

Directors	Ronald G. Russell, Chair
	Ken S. Averett
	John T. Higginson
	Sherri Lyn Lindstrom
	Lawrence Wright

DIRECTOR ABSENT

Justin Y. Allen

STAFF PRESENT

Steve Thacker, RDA Executive Director
Blaine Lutz, Finance Director
Lisa Romney, City Attorney
Katie Rust, Recording Secretary

APPOINTMENT

Chair Russell recommended that Mayor Pro Tem Higginson serve as Vice Chair of the RDA. Director Lindstrom made a **motion** to appoint Ronald G. Russell as Chair, and Director John T. Higginson as Vice Chair of the RDA for 2013. Director Wright seconded the motion, which passed by unanimous vote (5-0).

ADJOURNMENT

Director Wright made a **motion** to adjourn the meeting at 9:55 p.m. Director Lindstrom seconded the motion, which was passed by unanimous vote (5-0).

Steve Thacker, RDA Executive Director

Date Approved

Katie Rust, Recording Secretary

REDEVELOPMENT AGENCY OF CENTERVILLE CITY

Staff Backup Report

Item No. 2

Date of City Council Meeting: February 5, 2013

Short Title: Amendment No. 3 to Grant of Esmts for Centerville Corporate Park

Initiated By: Staff

Scheduled Time: 8:40 p.m.

RECOMMENDATION

Approve Amendment No. 3 to the Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision and authorize the Chair to sign such Amendment on behalf of the RDA.

BACKGROUND

On December 4, 2012, the RDA approved a Participation Agreement between the RDA and Dayton West, LLC, providing tax increment incentives to the developer for the construction of a class A office building, an above-ground parking structure, and other improvements within the Centerville Corporate Park Subdivision. As a condition of approval of the Participation Agreement and the tax increment incentives granted therein, the parties are required to enter into an amendment to the Grant of Easements and Restrictions as deemed necessary by the RDA to impose ownership and maintenance obligations for the above-ground parking structure. Amendment No. 3 to the Grant of Easements has been prepared to address these ownership, maintenance obligation, and assessment calculation issues as required by the Participation Agreement. As drafted, Dayton West, LLC, as owner of Lot 201, shall be responsible for the ownership, maintenance, repair and replacement obligations for the parking structure. Owners of other lots within the Subdivision may only be assessed for routine, minor and ordinary maintenance costs associated with the parking structure, such as utilities, snow removal, landscaping, lighting, and asphalt resurfacing for the lower deck, if applicable. It is intended that this Amendment No. 3 to the Grant of Easements will be signed by all parties and recorded against the property prior to recording of the final plat for the lot split. The proposed Amendment No. 3 to the Grant of Easements is acceptable to Staff and Dayton West, LLC.

It is recommended that the RDA approve the Amendment No. 3 to the Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision.

Recommended Action: *Approve Amendment No. 3 to the Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision and authorize the Chair to sign such Amendment on behalf of the RDA.*

Attachment	Amendment No. 3 to the Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision
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When recorded, return to:

Redevelopment Agency of Centerville City
Attn: Steve Thacker, Executive Director
250 North Main Street
Centerville, Utah 84014

Affects Parcel Numbers: 02-184-0001, 02-184-0002, 02-184-0003

**AMENDMENT NO. 3
TO THE
GRANT OF EASEMENTS AND RESTRICTIONS FOR
CENTERVILLE CORPORATE PARK SUBDIVISION**

**THIS AMENDMENT NO. 3 TO THE GRANT OF EASEMENTS AND
RESTRICTIONS FOR CENTERVILLE CORPORATE PARK SUBDIVISION**

("Amendment") is made and entered into this _____ day of _____, 2013, by and between **DAYTON WEST, LLC** ("Owner"), a Utah limited liability company, with principal offices located at 500 North Marketplace Drive, Centerville, Utah 84014, and the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY** ("Declarant"), 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, with principal offices located at 250 North Main, Centerville, Utah 84014.

RECITALS

WHEREAS, Declarant and Owner own real property in Centerville City, Davis County, State of Utah, located within and known as the Centerville Corporate Park Subdivision, recorded on June 1, 2000, as Entry No. 1595245, Book No. 2654 and Page 308, in the Davis County Recorder's Office, State of Utah ("Subdivision"); and

WHEREAS, Declarant, 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, recorded on June 26, 2000, as Entry No. 1599782, Book No. 2662 and Pages 898-938, in the Davis County Recorder's Office, State of Utah ("Easements and Restrictions"); and

WHEREAS, Declarant and Owner have previously entered into and recorded in the Davis County Recorder's Office, State of Utah, that certain Amendment No. 1 to the Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision, recorded on April 7, 2009, as Entry No. 2439263, Book No. 4749 and Pages 1279-1294, and that certain Amendment No. 2 to the Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision, recorded on December 6, 2012, as Entry No. 2705570, Book No. 5662 and Pages 749-753 (hereinafter included in the definition of "Easements and Restrictions"); and

WHEREAS, Declarant has applied for and obtained approval from Centerville City for a small subdivision waiver and lot split proposing to divide Lot 2 of the Centerville Corporate Park Subdivision into two lots to be referred to as Lot 201 and Lot 202, as more particularly provided on the Centerville Corporate Park Subdivision Amended plat; and

WHEREAS, Declarant desires to construct an office building and an above-ground parking structure on the proposed Lot 201 and as a condition of such proposed construction, Declarant and Owner desire to enter into this Amendment No. 3 to the Grant of Easements and Restrictions to add provisions regarding the ownership, maintenance obligations, and assessment calculations for the proposed above-ground parking structure as more particularly provided herein; 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:

AGREEMENT

1. Recitals. The Recitals are hereby incorporated into this Amendment by this reference.

2. Amendment. The Easements and Restrictions are hereby amended to add an additional Section 3.13 to read as follows:

3.13 Parking Structure on Lot 201. If and when a parking structure is constructed on Lot 201, such parking structure shall be deemed the sole and exclusive property of the Owner of Lot 201. Pursuant to 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 Section 4.4(D), as amended. Notwithstanding the assessment provisions in the Grant of Easements regarding Easement Areas, and except as otherwise provided herein, the Owner of Lot 201 shall be solely responsible for all ownership, maintenance, repair and replacement obligations for the parking structure. 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 9. 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 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.

3. Full Force and Effect. The terms of this Amendment are hereby incorporated as part of the Easements and Restrictions. All other terms and conditions of the Easements and Restrictions not modified by this Amendment shall remain the same and are hereby ratified and affirmed. To the extent the terms of this Amendment modify or conflict with any provisions of the Agreement, the terms of this Amendment shall control.

4. Authorized Amendments. The parties expressly agree that this Amendment is adopted in accordance with and subject to the terms and conditions of Section 14.4 of the Easements and Restrictions regarding amendments.

5. Covenants. 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 Owner and any person acquiring, leasing, or owning an interest in any Lot, and their lessees, heirs, executors, administrators, devisees, successors and assigns.

6. Binding Effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, representatives, successors and assigns.

7. Effective Date. The effective date of this Amendment shall be upon final execution by the parties.

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

"Declarant"

**REDEVELOPMENT AGENCY OF
CENTERVILLE CITY**

By: _____
Ronald G. Russell, Chair

ATTEST:

Secretary

"Owner"

DAYTON WEST, LLC

By: _____
Its: _____

RDA ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the _____ day of _____, 2013, personally appeared before me Ronald G. Russell, who being duly sworn by me did say that 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: _____

DAYTON WEST ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the _____ day of _____, 2013, personally appeared before me _____, who being duly sworn by me did say that (s)he is the managing member of **DAYTON WEST, LLC**, a Utah limited liability company, and that the forgoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public

My Commission Expires: _____

Residing at: _____

REDEVELOPMENT AGENCY OF CENTERVILLE CITY

Staff Backup Report

Item No. 3

Date of City Council Meeting: February 5, 2013

Short Title: Centerville Corporate Park Subdivision Assignment Agreement

Initiated By: Staff

Scheduled Time: 8:40 p.m.

RECOMMENDATION

Approve Assignment and Assumption Agreement between the City, the RDA, MTC and Chick-Fil-A, as the future owner of Lot 202 of the Centerville Corporate Park Subdivision, as amended, and authorize the Chair to sign such Agreement on behalf of the RDA.

BACKGROUND

On October 10, 2012, the Planning Commission reviewed and approved the small subdivision waiver/lot split application from Dayton West, LLC, for the division of Lot 2 of the Centerville Corporate Park Subdivision into two lots to be known as Lot 201 and Lot 202 of the Centerville Corporate Park Subdivision Amended. Condition No. 14 of the Planning Commission's approval of the small subdivision waiver/lot split requires the developer to enter into any assignment agreements or amendments to the governing documents as determined necessary by the City or RDA prior to recording of the final plat for the lot split. In conjunction with this condition of approval, the RDA previously approved an Assignment and Assumption Agreement between the required parties on November 20, 2012. Although approved, that version of the Agreement has not been executed by the parties. Chick-Fil-A, as the purchaser of Lot 202, has requested some minor changes to this Agreement. The requested changes provide that the effective date of the assignment of rights and assumption of obligations by Chick-Fil-A regarding Lot 202 shall occur if and when Chick-Fil-A obtains fee title ownership of Lot 202. The changes also provide that Chick-Fil-A will not be required to enter into a development agreement for the development of Lot 202. The changes requested by Chick-Fil-A are reflected in the attached Agreement. It is intended that this new Assignment Agreement will be signed by all parties prior to recording of the final plat for the lot split, but will be placed in escrow for actual recording against the property if and when Chick-Fil-A obtains title to Lot 202. The proposed changes are acceptable to Staff and Dayton West, LLC.

It is recommended that the RDA approve the Assignment and Assumption Agreement for the Centerville Corporate Park Subdivision, as amended, with the requested revisions.

Recommended Action: *Approve Assignment and Assumption Agreement between the City, the RDA, MTC and Chick-Fil-A for the Centerville Corporate Park Subdivision and authorize the Chair to sign such Agreement on behalf of the RDA.*

See Attachment to City Council Agenda Item No. 2c (Assignment and Assumption Agreement for Centerville Corporate Park Subdivision (Lot 202))