

REDEVELOPMENT AGENCY OF CENTERVILLE CITY AGENDA

NOTICE IS HEREBY GIVEN THAT THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY WILL HOLD A PUBLIC MEETING AT 7:30 P.M. ON TUESDAY, MARCH 19, 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.

Tentative
Time:

7:30 **A. ROLL CALL**

B. MINUTES REVIEW AND ACCEPTANCE – March 5, 2013 meeting

C. NEW BUSINESS

1. Review and approve final development plan for Lot 201 of the Centerville Corporate Park Subdivision, Amended, regarding proposed Dayton West/MTC office building and parking structure for architectural review and compliance with Governing Documents
2. Approve the Third Amendment to the ADL Agreement between the RDA and Mackey Investments Centerville, LC, regarding division and development of the Island Parcel located at the corner of Parrish Lane and Marketplace Drive

D. ADJOURNMENT

Steve H. Thacker
Executive Director

Minutes of the **Redevelopment Agency of Centerville** meeting held Tuesday, March 5, 2013 at 8:24 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, Vice Chair
Sherri Lyn Lindstrom
Lawrence Wright

DIRECTOR ABSENT

Justin Y. Allen

STAFF PRESENT

Steve Thacker, RDA Executive Director
Blaine Lutz, Finance Director
Cory Snyder, Centerville Community Development Director
Lisa Romney, City Attorney
Katie Rust, Recording Secretary

VISITOR

Glen Gerner, Wasatch Running

MINUTES REVIEW AND ACCEPTANCE

The minutes of the February 19, 2013 RDA meeting were reviewed. Vice Chair Higginson made a **motion** to approve the minutes. Director Wright seconded the motion, which passed by unanimous vote (5-0).

REVIEW AND APPROVE CONCEPTUAL DEVELOPMENT PLAN FOR LOT 201 OF THE CENTERVILLE CORPORATE PARK SUBDIVISION, AMENDED, REGARDING PROPOSED DAYTON WEST OFFICE BUILDING AND PARKING STRUCTURE SITE PLAN AND DEVELOPMENT FOR ARCHITECTURAL REVIEW AND COMPLIANCE WITH GOVERNING DOCUMENTS

The City Council was presented with the conceptual development plan for Lot 201 of the Centerville Corporate Park Subdivision in the Council meeting prior to the RDA meeting. Director Lindstrom made a **motion** that the RDA approve conceptual site plan and proposed development for the office building and parking structure for Lot 201 of the Centerville Corporate Park Subdivision, Amended, subject to issues outlined in the Staff Report dated March 5, 2013. Director Wright seconded the motion, which passed by unanimous vote (5-0).

REVIEW AND APPROVE CONCEPTUAL DEVELOPMENT PLAN FOR LOT 202 OF THE CENTERVILLE CORPORATE PARK SUBDIVISION, AMENDED, REGARDING PROPOSED CHICK-FIL-A SITE PLAN AND DEVELOPMENT FOR ARCHITECTURAL REVIEW AND COMPLIANCE WITH GOVERNING DOCUMENTS

Director Lindstrom made a **motion** that the RDA approve conceptual site plan and proposed development for the Chick-Fil-A restaurant for Lot 202 of the Centerville Corporate Park Subdivision, Amended, subject to issues outlined in the Staff Report dated March 5, 2013. Vice Chair Higginson seconded the motion, which passed by unanimous vote (5-0).

**DISCUSSION OF ISSUES RELATING TO DEVELOPMENT PROPOSED FOR NORTH
END OF IGGY'S ISLAND PARCEL**

Blaine Lutz presented the conceptual site plan for a Wasatch Running store on the undeveloped portion of the Iggy's island parcel. The Agreement for Development of Land (ADL) will have to be amended to change the use from "restaurant" to something other than a restaurant. Mr. Lutz feels a store is a good use of the property since the store will not require as much parking as a restaurant. Staff is preparing an amendment to the ADL to address the issues related to the proposed development and lot split for the property. Glen Gerner, owner of Wasatch Running, explained his plans for the property and answered questions from the RDA. No action was required by the RDA at this time.

ADJOURNMENT

At 8:43 p.m. Director Wright made a **motion** to adjourn the RDA meeting and return to regular Council meeting. Vice Chair Higginson seconded the motion, which 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. RDA No. 1

Date of City Council Meeting: March 19, 2013

Short Title: Dayton West/MTC Final Development Plan Approval

Initiated By: Staff

Scheduled Time: 7:30 p.m.

RECOMMENDATION

Review and approve final development plan for Lot 201 of the Centerville Corporate Park Subdivision, Amended, regarding proposed Dayton West/MTC office building and parking structure for compliance with Governing Documents.

BACKGROUND

See Staff Report and Attachments for City Council Agenda Item No. 4

Recommended Action Item No. 1: *The RDA hereby approves final development plan and proposed development for the office building and parking structure for Lot 201 of the Centerville Corporate Park Subdivision, Amended.*

REDEVELOPMENT AGENCY OF CENTERVILLE CITY

Staff Backup Report

Item No. RDA No. 2

Date of City Council Meeting: March 19, 2013

Short Title: Third Amendment to the ADL Agreement for Island Parcel

Initiated By: Staff

Scheduled Time: 7:30 p.m.

RECOMMENDATION

Approve the Third Amendment to the ADL Agreement between the RDA and Mackey Investments Centerville, LC, regarding division and development of the Island Parcel, and authorize the Chair to sign such Amendment on behalf of the RDA.

BACKGROUND

On March 5, 2013, the RDA reviewed the proposed plans for the division and development of the Island Parcel, located at the corner of Parrish Lane and Marketplace Drive, including the conceptual site plan and architectural renderings for the proposed new Wasatch Running store to be located on the northern portion of the Island Parcel. Based on information submitted from Staff and presentation from the applicant, the RDA conceptually approved the site plan and architectural renderings for the development of the Wasatch Running store. The Planning Commission has previously reviewed and accepted conceptual site plan for the Wasatch Running store by action taken on February 13, 2013. In order for the Wasatch Running store to continue with site plan approval and purchase of the property for development, the Island Parcel must be divided into two lots.

The Island Parcel is part of a redevelopment project area and subject to the Parrish Lane Gateway Neighborhood Development Plan as adopted by the RDA back in 1989, as amended. The Island Parcel is also subject to that certain Agreement for Development of Land dated June 15, 2004 ("ADL Agreement"), entered into by the RDA and Mackey Investments Centerville, LC, regarding the purchase and sale of the Island Parcel and development restrictions. The ADL Agreement was amended in 2006 ("First Amendment"), to provide for the possibility of obtaining approval to construct a second family sit-down restaurant on the Island Parcel. The ADL Agreement was again amended in 2009 ("Second Amendment") to provide for the possibility of obtaining approval to construct a second building on the remaining undeveloped portion of the Island Parcel for a use other than a family sit-down restaurant. All of the foregoing

documents are hereinafter referred to as the "Governing Documents" for the Island Parcel.

Pursuant to the Governing Documents, the RDA must approve the proposed lot split of the Island Parcel and must also approve the use of the property, the specific user of the property, the design of the buildings on the property, and transfer of a portion of the property to an end user. The Third Amendment to the ADL addresses these issues by approving the lot split and providing additional regulations and restrictions for the development of the additional lot. It is recommended that the RDA approve the Third Amendment to the ADL Agreement as provided herein.

Recommended Action Item RDA No. 2: *Approve the Third Amendment to the Agreement for Development of Land between the Redevelopment Agency of Centerville City and Mackey Investments Centerville, LC, regarding division and development of the Island Parcel, and authorize the Chair to sign such Amendment on behalf of the RDA.*

Attachment

Third Amendment to ADL Agreement

When recorded, return to:

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

Affects Parcel Number: 02-024-0064

**THIRD AMENDMENT TO AGREEMENT FOR DEVLEOPMENT
OF LAND BETWEEN THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY
AND MACKEY INVESTMENTS CENTERVILLE, LC**

(Island Parcel)

THIS THIRD AMENDMENT TO THE AGREEMENT FOR DEVLEOPMENT OF LAND BETWEEN THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY AND MACKEY INVESTMENTS, LC ("Third Amendment") is made and entered into this _____ day of _____, 2013, by and between **MACKEY INVESTMENTS CENTERVILLE, LC** ("Developer"), a Utah limited liability company, with principal offices located at 1377 Tomahawk Drive, Salt Lake City, Utah 84103, and the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY** ("Agency"), 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, Developer purchased from the Agency in 2004 approximately 1.55 acres of property located at the corner of Parrish Lane and Marketplace Drive, Centerville, Utah, which property is known as the "island parcel" and is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Island Parcel"); and

WHEREAS, the Island Parcel is part of a redevelopment project area and subject to the Parrish Lane Gateway Neighborhood Development Plan, dated August 1, 1989, as recorded in the Davis County Recorder's Office as Entry No. 872794, Book No. 1318, at Page 898, as amended; and

WHEREAS, Developer and the Agency entered into that certain Agreement for Development of Land dated June 15, 2004 ("ADL Agreement"), governing the purchase and sale of the Island Parcel and development restrictions, which ADL Agreement is recorded in the Davis County Recorder's Office as Entry No. 1998150, Book No. 3570, at Page 1085; and

WHEREAS, Developer and the Agency entered into that certain Amendment to the Agreement for Development of Land dated February 21, 2006 ("First Amendment"), providing for the possibility of obtaining approval to construct a second family sit-down restaurant on the Island Parcel, as more particularly provided therein, which First Amendment is recorded in the Davis County Recorder's Office as Entry No.

_____, Book No. _____, at Page _____; and

WHEREAS, Developer and the Agency entered into that certain Second Amendment to the Agreement for Development of Land dated May 9, 2009 ("Second Amendment"), providing for the possibility of obtaining approval to construct a second building on the remaining undeveloped portion of the Island Parcel for a use other than a family sit-down restaurant, as more particularly provided therein, which Second Amendment is recorded in the Davis County Recorder's Office as Entry No.

_____, Book No. _____, at Page _____; and

WHEREAS, Developer has applied for a small subdivision waiver and lot split proposing to divide the Island Parcel into two lots in order to sell a portion of the Island Parcel to a subsequent developer for the construction of a commercial building and operation of a retail commercial business; and

WHEREAS, the parties desire to enter into this Third Amendment to the ADL Agreement to address and approve the proposed lot split and to provide additional regulations and restriction for the development of the additional lot 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 Third Amendment by this reference.

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

3. Approval of Lot Split. The Agency hereby approves the proposed subdivision of the Island Parcel into two lots described as Phase 1 and Phase 2, as more particularly set forth in the Conceptual Subdivision Plan, attached hereto as **Exhibit "B,"** and incorporated herein by this reference ("Subdivision"). Phase 1 and Phase 2 are hereinafter referred to as "Lot 1" and "Lot 2." Said approval of the lot split is subject to any conditions of approval on the small subdivision waiver and lot split as determined by the Planning Commission and/or Centerville City Council as part of final subdivision approval and compliance with all applicable City Ordinances. Agency approval of the lot split is further conditioned upon Developer accomplishing the lot split by preparation and recording of a final plat rather than metes and bounds description. Lot 1 contains the existing family sit-down restaurant and related improvements on the Island Parcel and Lot 2 is being created for future development as provided herein.

4. Restriction Against Parcel Splitting. Pursuant to Section 3.03 of the ADL Agreement, as amended, the Island Parcel shall not be subdivided in such a way that a portion of the property would extend outside of the Parrish Lane Gateway Neighborhood Development Project Area or allow any building or structure to be constructed on the property that would extend outside the Parrish Lane Gateway Neighborhood Development Project Area. Nothing in this Third Amendment shall be deemed to approve any subdivision or development of the Island Parcel in violation of Section 3.03 of the ADL Agreement, as amended.

5. Approval of Use. Pursuant to Section 1.07 of the ADL Agreement, as amended, the Agency hereby approves Developer's proposal for the use of the proposed Lot 2 for a retail running shoe store. Developer and any acceptable end user or assignee shall comply with the use restrictions applicable to the Island Parcel as set forth in Article 3 of the ADL, as amended, and the Dayton West Agreement as referenced therein.

6. Approval of End User. Pursuant to Section 1.07 and Section 3.02 of the ADL, as amended, the Agency hereby approves Wasatch Running Center, Inc., a Utah corporation, as an acceptable end user of the proposed Lot 2, subject to Wasatch Running Center, Inc., entering into an Assignment and Assumption Agreement with the Agency regarding development obligations and restrictions for the subject property under the ADL Agreement, as amended, and other governing documents.

7. Approval of Conceptual Site Plan. Pursuant to Section 1.10, Section 1.11 and Attachment No. 1 of the ADL Agreement, as amended, the Agency hereby approves the Conceptual Site Plan for the proposed Lot 2 regarding the construction and development of a commercial building for a retail running store not to exceed 6,000 square feet, as more particularly set forth in **Exhibit "C,"** attached hereto and incorporated herein by this reference ("Conceptual Site Plan"). Said approval of the Conceptual Site Plan is subject to any conditions of approval as determined necessary by the Planning Commission as part of final site plan approval and compliance with all applicable City Ordinances. Agency approval of the Conceptual Site Plan for the

proposed Lot 2 is further conditioned upon Developer submitting the final site plan to the Agency for review and approval in accordance with applicable provisions of Section 4.01 and Section 4.02 of the ADL Agreement, as amended. Any changes or amendments to final site plans for development within the Island Parcel are subject to Agency approval in accordance with applicable provisions of Section 4.02 of the ADL Agreement, as amended.

8. Landscaping Improvements. Pursuant to Section 3.02(B) of the ADL Agreement, as amended, the Developer is required to install, maintain and replace off-site park strip landscaping improvements abutting the Island Parcel. The Agency may also require special landscaping or other improvements for the Island Parcel. Such landscaping improvements shall be addressed by the Agency with review and approval of the final site plan for proposed Lot 2.

9. Developer Covenants. Pursuant to Section 5.01 of the ADL Agreement, as amended, Developer covenants and agrees for itself, and its successors and assigns, that Developer, and such successors and assigns, shall comply with and be subject to the terms and conditions of the ADL Agreement, as amended, including, but not limited to, the land use covenants set forth in Article 5 of the ADL Agreement, as amended. Developer shall condition any sale or transfer of property or interest in the Island Parcel upon such successor or assign entering into an Assignment and Assumption Agreement with the Agency regarding the obligations and restrictions of the ADL Agreement, as amended, and other governing documents.

10. Obligations to Run with the Land. All of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Developer and Agency and any person acquiring, leasing, or owning an interest in any lot or portion of the Island Parcel, and their lessees, heirs, executors, administrators, devisees, successors and assigns.

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

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

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

[Signature page to follow]

"Agency"

**REDEVELOPMENT AGENCY OF
CENTERVILLE CITY**

By: _____
Ronald G. Russell, Chair

ATTEST:

Secretary

"Developer"

MACKEY INVESTMENTS CENTERVILLE, LC

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: _____

MACKEY INVESTMENTS 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 **MACKEY INVESTMENTS CENTERVILLE, LC**, 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: _____

EXHIBIT "A"

**ISLAND PARCEL
LEGAL DESCRIPTION**

SITE LEGAL DESCRIPTION

BEGINNING ON THE EAST LINE OF A FRONTAGE ROAD AT A POINT WHICH LIES N.0°05'33"W. ALONG THE SECTION LINE 97.29 FEET AND N.89°59'56"E. 826.27 FEET AND SOUTHEASTERLY ALONG THE ARC OF A 858.51 FOOT RADIUS CURVE TO THE RIGHT 17.81 FEET (LONG CHORD BEARS S.0°41'52"E. 17.81 FEET) FROM THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S.0°06'12"E. ALONG SAID EAST LINE 203.97 FEET TO THE NORTH LINE OF PARISH LANE; THENCE N.89°59'29"E. ALONG SAID NORTH LINE 209.38 FEET; THENCE N.44°56'28"E. 49.45 FEET TO THE WEST LINE OF MARKETPLACE DRIVE; THENCE ALONG SAID WEST LINE N.0°06'12"W. 75.07 FEET TO THE POINT OF CURVATURE OF A 221.56 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 221.56 FOOT RADIUS CURVE TO THE LEFT 122.40 FEET (LONG CHORD BEARS N.15°56'08"W. 120.85 FEET) TO THE POINT OF CURVATURE OF A 235.00 FOOT COMPOUND CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 235.00 FOOT COMPOUND CURVE TO THE LEFT 137.75 FEET (LONG CHORD BEARS N.48°33'17"W. 135.78 FEET); THENCE N.65°20'49"W. 30.19 FEET TO THE POINT OF CURVATURE OF A 35.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 35.00 FOOT RADIUS CURVE TO THE LEFT 54.98 FEET (LONG CHORD BEARS S.69°39'11"W. 49.50 FEET); THENCE S.24°39'11"W. 56.15 FEET TO THE POINT OF CURVATURE OF A 135.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 135.00 FOOT RADIUS CURVE TO THE LEFT 58.33 FEET (LONG CHORD BEARS S.12°16'29"W. 57.88 FEET) TO THE POINT OF BEGINNING.

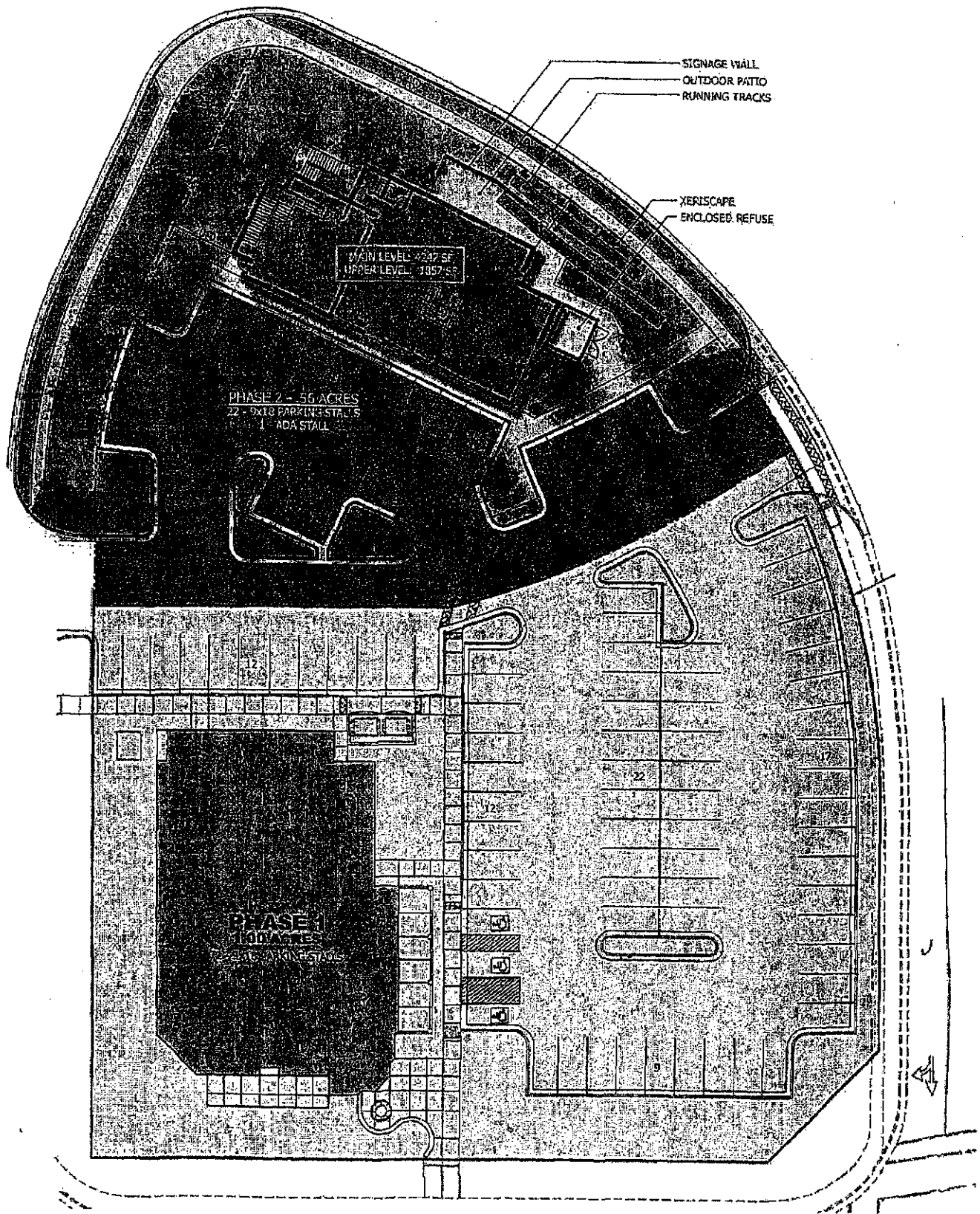
Tax Parcel No. 02-024-0064

EXHIBIT "B"

**ISLAND PARCEL
CONCEPTUAL SUBDIVISION PLAN**

EXHIBIT "C"

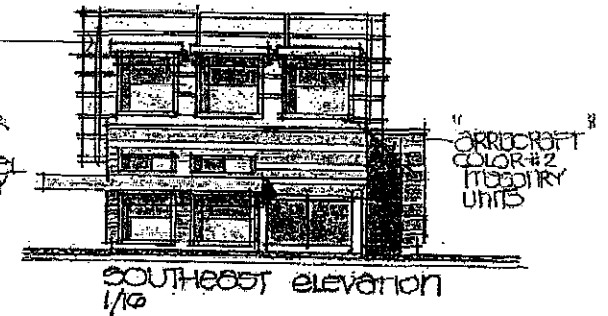
**PROPOSED LOT 2 OF ISLAND PARCEL
CONCEPTUAL SITE PLAN**





"SWISS REARL" PANEL
RAINSCREEN

"CORROSCRAFT" #1 COLOR
MASONRY UNITS
PAINTED STEEL CHANNEL
ENTRANCE CANOPY



"CORROSCRAFT"
COLOR #2
MASONRY
UNITS

