

REDEVELOPMENT AGENCY OF CENTERVILLE CITY AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REDEVELOPMENT AGENCY OF CENTERVILLE MEETING AT 8:30 PM ON MAY 2, 2017 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 City Council of Centerville City 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, including hearing devices. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call Jacob Smith, Centerville City Assistant to the City Manager, at 801-295-3477, giving at least 24 hours notice prior to the meeting.

A notebook containing supporting materials for the business agenda items is available for public inspection and review at City Hall and will be available for review at the meeting. Upon request, a citizen may obtain (without charge) the City Manager's memo summarizing the agenda business, **or may read this memo on the City's website: <http://centerville.novusagenda.com/agendapublic>.**

Tentative - The times shown below are tentative and are subject to change during the meeting.
Time:

A. NEW BUSINESS

1. Public Hearing - Proposed RDA FY 2018 Budget
 - a. Presentation of FY 2108 RDA Proposed Budget
 - b. Public hearing
 - c. Adopt FY 2018 RDA Tentative Budget and set date for public hearing prior to adoption of Final Budget
2. Assignment and Assumption Agreement - Centerville Gateway Subdivision - Lot 1 - Iggy's
Consider Assignment and Assumption Agreement for the sale and purchase of Lot 1 of the Centerville Gateway Subdivision from Mackey Investments Centerville, LC to Deerwood Investments Utah, LLC
3. Letter of Support for CenterPoint Theatre grant application
4. Executive Director's Report

B. ADJOURNMENT

Steve H. Thacker
Executive Director

**CENTERVILLE
RDA MEETING
Staff Backup Report
5/2/2017**

Item No. 1.

Short Title: Public Hearing - Proposed RDA FY2018 Budget

Initiated By:

Scheduled Time:

SUBJECT

- a. Presentation of FY 2108 RDA Proposed Budget
- b. Public hearing
- c. Adopt FY 2018 RDA Tentative Budget and set date for public hearing prior to adoption of Final Budget

RECOMMENDATION

BACKGROUND

The FY2018 RDA Proposed Budget will be available for the meeting Tuesday evening. In addition to the public hearing showing on this agenda, there will be another public hearing in June prior to adoption of the Final Budget.

ATTACHMENTS:

Description

- FY2017 Proposed Budget

RDA
SUMMARY BY FUND
FY 2017-2018 BUDGET

	2014/15 ACTUAL	2015/16 ACTUAL	2016-2017			2017-18		
			6 MONTH ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
<u>REDEVELOPMENT AGENCY</u>								
REVENUES	\$1,406,962	\$0	\$0	\$1,626,146	\$1,918,000	\$1,577,224	\$1,577,224	\$0
OPERATING EXPENDITURES	\$655,293	\$0	\$0	\$988,134	\$1,171,988	\$986,536	\$986,536	\$0
CAPITAL EXPENDITURES	\$668,892	\$0	\$0	\$638,012	\$746,012	\$590,688	\$590,688	\$0
SUB TOTAL - EXPENDITURES	\$1,324,185	\$0	\$0	\$1,626,146	\$1,918,000	\$1,577,224	\$1,577,224	\$0
TOTAL REVENUES	\$1,406,962	\$0	\$0	\$1,626,146	\$1,918,000	\$1,577,224	\$1,577,224	\$0
TOTAL EXPENDITURES	\$1,324,185	\$0	\$0	\$1,626,146	\$1,918,000	\$1,577,224	\$1,577,224	\$0

REDEVELOPMENT AGENCY
FY 17-18 BUDGET

20-	2014/15 ACTUAL	2015/16 ACTUAL	2016-2017		2017-18		
			12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
USE OF FUND BALANCE				0			
3110 TAX INCREMENT - PARRISH LN.	1,046,267		1,099,982	1,250,000	942,685	942,685	
3120 TAX INCREMENT - LEGACY XING	129,011		192,947	250,000	250,000	250,000	
3120 TAX INCREMENT - BARNARD CREE	0		100,897	130,000	100,897	100,897	
3810 CONTRIBUTION - OTHERS	0						
3875 RENTAL	68,684		76,800	78,000	76,800	76,800	
3120 ADDITIONAL TAX INCREMENT	163,000		155,520	210,000	206,842	206,842	
BOND PROCEEDS/OTHER							
TOTAL RDA REVENUES	1,406,962	0	1,626,146	1,918,000	1,577,224	1,577,224	0
EXPENDITURES							
210 PUBLIC NOTICES	46		100	100	100	100	
310 PROF & TECH - MISC	22,031		15,000	10,000	15,000	15,000	
311 ATTORNEY SERVICES	0		0	0	0	0	
316 ENGINEERING - MARKETPLACE	9,675		7,500	7,500	7,500	7,500	
400 TRANSFER - DEBT PAYMENT	12,295			0	0	0	
410 PAYMENT OF INCREMENT	287,206		418,000	370,000	315,000	315,000	
420 OTHER OBLIGATIONS			126,604	295,978	176,444	176,444	
421 ADDITIONAL INCREMENT	163,000		155,520	300,000	206,842	206,842	
480 SUPPLIES & MATERIALS	8,280		5,000	5,000	5,000	5,000	
DEPOSIT INTO TRF			76,800		76,800	76,800	
511 INSURANCE	1,760		12,210	12,210	12,450	12,450	
615 BOARD	8,000		8,200	8,000	8,200	8,200	
620 ADMINISTRATIVE SERVICES	143,000		163,200	163,200	163,200	163,200	
SUBTOTAL	655,293	0	988,134	1,171,988	986,536	986,536	0
CAPITAL PROJECTS							
Traffic Signal - Marketplace							
Centerville Corporate Park							
Performing Arts	6,745			25,000			
Shorelands EDA/Legacy CDA	0			0			
Legacy CDA	0		45,000	45,000			
I-15 pedestrian bridge	0			0			
South Main Study Area	0			0			
Barnard Creek CDA	7,726			83,000			
Marketplace improvements	0			0			
Housing	0			0			
Davis Performing Arts/Transfer	654,421		593,012	593,012	590,688	590,688	
SUBTOTAL	668,892	0	638,012	746,012	590,688	590,688	0
TOTAL RDA EXPENDITURES	1,324,185	0	1,626,146	1,918,000	1,577,224	1,577,224	0
EXCESS REVENUES OVER (UNDER) EXPENDITURES	82,777	0	0	0	0	0	0

**CENTERVILLE
RDA MEETING
Staff Backup Report
5/2/2017**

Item No. 2.

Short Title: Assignment and Assumption Agreement - Centerville Gateway Subdivision - Lot 1 - Iggy's

Initiated By: City Attorney

Scheduled Time:

SUBJECT

Consider Assignment and Assumption Agreement for the sale and purchase of Lot 1 of the Centerville Gateway Subdivision from Mackey Investments Centerville, LC to Deerwood Investments Utah, LLC

RECOMMENDATION

Approve Assignment and Assumption Agreement for the sale and purchase of Lot 1 of the Centerville Gateway Subdivision from Mackey Investments Centerville, LC to Deerwood Investments Utah, LLC

BACKGROUND

The City has previously approved the Centerville Gateway Subdivision dividing the Island Parcel at the corner of Marketplace Drive and Parrish Lane into two lots. The Centerville Gateway Subdivision was finalized and recorded with the Davis County Recorder's Office on August 10, 2015. A copy of the Subdivision Plat is attached. The owner of Lot 1 within the Centerville Gateway Subdivision, Mackey Investments Centerville, LC ("Mackey Investments"), desires to sell Lot 1 of the Subdivision to Deerwood Investments Utah, LLC for the continued operation of the Iggy's Restaurant. Lot 1 is subject to that certain Agreement for the Development of Land (ADL) dated June 15, 2004, governing the purchase and sale of Lot 1 and other development restrictions. Thus, prior to the sale of Lot 1 to Deerwood Investments, the parties must enter into an Assignment and Assumption Agreement for the ADL assigning all rights and obligations for the development and use of Lot 1 from Mackey Investments to Deerwood Investments.

Note: This action is only for the Assignment and Assumption of rights and responsibilities under the ADL. If the use or user of Lot 1 is changed, the RDA must also approve the use, the user, and any proposed site plan amendments for the use and development of the property. Such approval may also require an amendment to the ADL or other documents governing the property.

ATTACHMENTS:

Description

- ☐ Assignment Agreement - Lot 1 - Centerville Gateway Subdivision
- ☐ Centerville Gateway Subdivision Plat

When recorded, return to:

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

Affects Parcel: 02-238-0001

**ASSIGNMENT AND ASSUMPTION AGREEMENT
FOR THE AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN THE
REDEVELOPMENT AGENCY OF CENTERVILLE CITY AND
MACKEY INVESTMENTS CENTERVILLE, LC
TO DEERWOOD INVESTMENTS UTAH LLC**

(Centerville Gateway Subdivision - Lot 1)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2017, by and between **MACKEY INVESTMENTS CENTERVILLE, LC**, a Utah limited liability company ("Assignor"), 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"), and **DEERWOOD INVESTMENTS UTAH LLC**, a Utah limited liability company ("Assignee"), collectively, the "Parties", or individually, a "Party".

RECITALS:

WHEREAS, Assignor the fee title owner of Lot 1 of the Centerville Gateway Subdivision consisting of approximately 1.00 acre of real property located at the corner of Parrish Lane and Marketplace Drive, Centerville, Utah, as more particularly described in **Exhibit A** attached hereto and incorporated by reference ("Lot 1"); and

WHEREAS, Lot 1 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 (collectively referred to as the "Parrish Lane Gateway Neighborhood Development Plan"); and

WHEREAS, Lot 1 is subject to that certain Agreement for Development of Land dated June 15, 2004, entered into by Assignor and the RDA, governing the purchase and sale of the Lot 1 and other development restrictions, which ADL Agreement is recorded in the Davis County Recorder's Office as Entry No. 1998150, Book No. 3570, at Page 1085, as amended (collectively referred to as the "ADL Agreement"); and

WHEREAS, Assignor desires to sell and Assignee desires to purchase Lot 1 of the Centerville Gateway Subdivision, as legally described in **Exhibit A**, which sale and purchase is subject to Assignee entering into this Assignment Agreement; and

WHEREAS, if and when Assignee acquires fee title ownership to Lot 1, Assignor desires to assign all of Assignor's rights and obligations under the ADL Agreement as they relate to Lot 1 to Assignee as more particularly provided herein; and

WHEREAS, the Parties are entering into this Assignment Agreement in order to effect an assignment by Assignor and acceptance and assumption by Assignee of all of the terms and conditions of the ADL Agreement as they pertain to Lot 1 and development of Lot 1 as of the date Assignee acquires fee title ownership to Lot 1, 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 ADL Agreement as it pertains to Lot 1 of the Centerville Gateway Subdivision, together with Assignor's rights, powers and privileges thereunder existing from and after the date Assignee acquires fee title ownership to Lot 1 ("Effective Date of Assignment"). Assignee hereby accepts the same and assumes the rights and responsibilities of the ADL Agreement as it pertains to Lot 1 and agrees to timely perform each and every obligation to be performed under the ADL Agreement as it pertains to Lot 1 from and after the Effective Date of Assignment. Assignee agrees to be bound by the terms of the ADL Agreement and to be liable for the performance of each of the obligations contained in the ADL Agreement as they relate to Lot 1 and any other applicable obligation regarding development of Lot 1 from and after the Effective Date of Assignment.

2. **Site Plan Approval.** The use and development of Lot 1 shall comply in all respects with the approved final site plan for Lot 1. City approval shall be required for any use or site amendments in accordance with applicable City Ordinances. In addition, in accordance with provisions of the ADL Agreement, any use or site amendments, including any development or construction of improvements on or relating to Lot 1, shall require the RDA's prior written approval.

5. **Compliance with Parrish Lane Gateway Plan.** Assignee agrees to be bound by all the terms and conditions of the Parrish Lane Gateway Neighborhood Development Plan as recorded against the property and all applicable terms and

conditions of the Parrish Lane Gateway Design Standards as set forth in the Centerville City Zoning Code and as may be amended.

6. **Acknowledgment of Recording.** Assignee hereby acknowledges the recording of the ADL Agreement against Lot 1 and authorizes the recording of this Assignment against Lot 1.

7. **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 ADL Agreement, including, but not limited to, compliance with Section 1.07 and Section 3.02 regarding RDA approval of any end user other than Deerwood Investments Utah LLC ("Deerwood"), Section 1.07 regarding use restrictions and RDA approval of any use other than for a sit-down restaurant or other permitted uses set forth in the ADL Agreement, Section 4.02 regarding any changes or amendments to final site plan or development, and Section 5.01 regarding covenants and restrictions on the sale or transfer of Lot 1. Notwithstanding the foregoing, assignments by Deerwood into trust for estate planning purposes, or to an entity controlled by or under common control with Deerwood shall be deemed approved by the RDA upon written notice to the RDA by Deerwood of such assignment.

8. **Attorneys' Fees.** Should any Party commence a legal proceeding to enforce any of the terms or provisions of this Agreement, the prevailing Party in such proceeding shall recover reasonable attorney's fees and costs from the defaulting Party, as fixed by the court in such proceeding.

9. **Effective Date.** The provisions of this Agreement shall become effective immediately upon proper execution by the Parties. The assignment and assumption provided herein shall become effective on the Effective Date of Assignment as defined in Section 1.

10. **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 content herein, 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 signed by the Parties. 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.

[remainder of page intentionally left blank]

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

"RDA"

**REDEVELOPMENT AGENCY OF
CENTERVILLE CITY**

By: _____
Paul A. Cutler, Chair

ATTEST:

Secretary

"Assignor"

MACKEY INVESTMENTS CENTERVILLE, LC

By: _____
Its: _____

"Assignee"

DEERWOOD INVESTMENTS UTAH LLC

By: _____
Its: _____

RDA ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF DAVIS)

On the _____ day of _____, 2017, personally appeared before me Paul A. Cutler, 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:

ASSIGNOR ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF DAVIS)

On the _____ day of _____, 2017, 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:

ASSIGNEE ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the _____ day of _____, 2017, personally appeared before me _____, who being duly sworn by me did say that (s)he is the managing member of **DEERWOOD INVESTMENTS UTAH 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:

EXHIBIT A

LEGAL DESCRIPTION OF LOT 1 OF THE CENTERVILLE GATEWAY SUBDIVISION, CENTERVILLE, UTAH PARCEL ID# 02-238-0001

5563

CENTERVILLE GATEWAY SUBDIVISION

LOT 1 OF THE CENTERVILLE GATEWAY SUBDIVISION, PARCEL ID# 02-238-0001

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly qualified and licensed Surveyor of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey and plat on file in the Office of the County Clerk of Salt Lake County, Utah, and that the same is a true and correct copy of the original survey and plat on file in the Office of the County Clerk of Salt Lake County, Utah, and that the same is a true and correct copy of the original survey and plat on file in the Office of the County Clerk of Salt Lake County, Utah.

LEGAL DESCRIPTION

That certain Lot 1 of the Centerville Gateway Subdivision, containing 0.125 acres, more or less, situated in the City of Centerville, Salt Lake County, Utah, and being more particularly described as follows: Beginning at the Northwest Corner of the said Lot 1, thence South 89° 15' 00" East 120.00 feet, thence East 00° 00' 00" North 120.00 feet, thence North 89° 15' 00" West 120.00 feet, thence West 00° 00' 00" South 120.00 feet, to the point of beginning.

ACKNOWLEDGMENT

I, the undersigned, being a duly qualified and licensed Surveyor of the State of Utah, do hereby acknowledge that the foregoing is a true and correct copy of the original survey and plat on file in the Office of the County Clerk of Salt Lake County, Utah, and that the same is a true and correct copy of the original survey and plat on file in the Office of the County Clerk of Salt Lake County, Utah, and that the same is a true and correct copy of the original survey and plat on file in the Office of the County Clerk of Salt Lake County, Utah.

COUNTY RECORDER

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF SALT LAKE COUNTY, UTAH, THIS 18TH DAY OF APRIL, 2017.

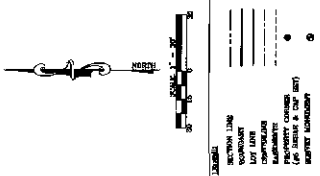
RECOMMENDED FOR APPROVAL

By the City of Centerville, Utah, this 18th day of April, 2017.

CITY CLERK'S OFFICIAL

By the City of Centerville, Utah, this 18th day of April, 2017.

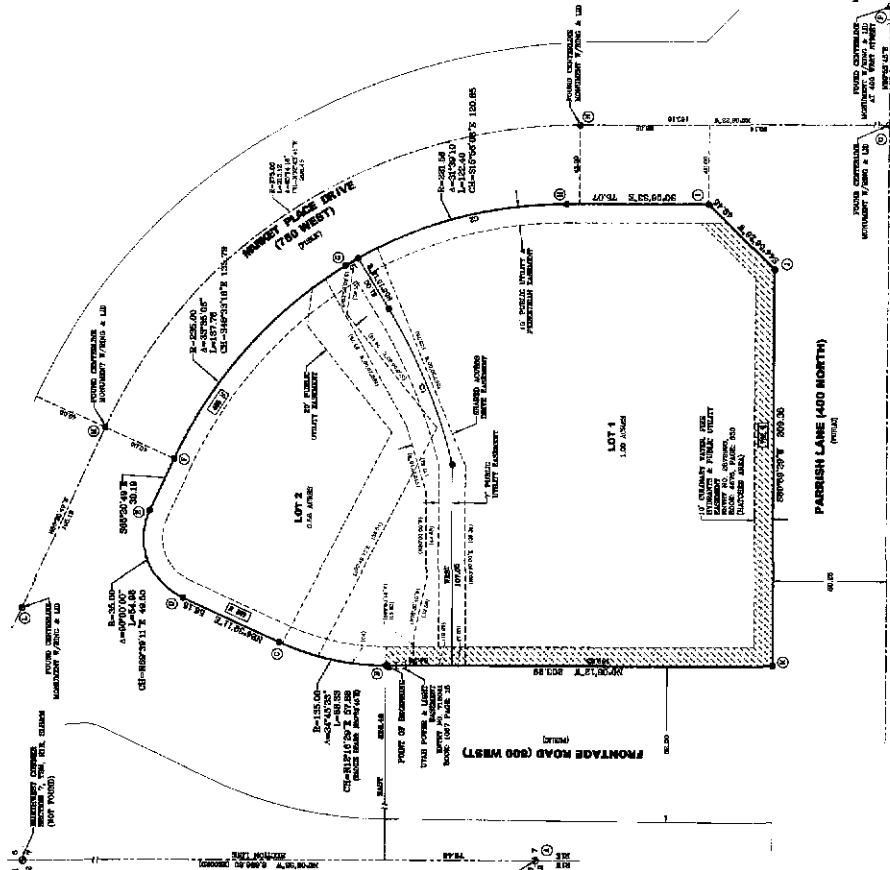
IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 7,
TOWNSHIP 2 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN
CENTREVILLE, DAVIS COUNTY, UTAH



WEST 1/4 CORNER
SECTION 7, T4N, R5E, S24N
(NOT FOUND.
FROM TIES)

CURVE TABLE				
CHS#	RAIDING	DEPTH	LENGTH	CURVE
C1	252.50	1'00" ±	7.49	000°46'04"E 7.08
C2	551.55	20°28'56"	13.72	35°16'30"E 13.44
C3	268.00	18°05'11"	80.03	30°19'53"E 80.00
C4	186.00	13°05'43"	56.20	37°11'30"E 56.00

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RECOMMENDED FOR APPROVAL

ON THIS 5th DAY OF August 20

Eric A. Hargy
CITY ATTORNEY

RECOMMENDED FOR APPROVAL
ON THE 3rd DAY OF AUGUST 2015
Kings, Carolyn, P4.
CITY ENGINEER

1. CLAUDE A. PULLEN, A PROFESSIONAL LAND SURVEYOR, BEING CERTAINTLY WELL KNOWN AS PERSONS UNDER THE LAWS OF THE STATE OF IOWA, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE COMMISSIONERS OF THE LANDS OF THE STATE OF IOWA, HE HAS MADE AN ACCURATE SURVEY OF THE TRACT OF LAND SHOWN ON THE PLAT AND DESCRIBED HEREIN AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS HEREINAFTER TO BE KNOWN AS "CONVEYABLE ALTERNATELY SUBDIVISION," AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND SHOWN ON THE QUINCE AS SHOWN ON THIS PLAT.

SIGNED THIS 30 DAY OF JULY 1975
 PROFESSIONAL LAND SURVEYOR



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COUNTY OF BLAINE

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Consultation @ 549.751

COUNTY RECORDER

ENTRY NO. 203 5783

PAID FOR RECORD AND RECORDED THE 15TH DAY OF AUGUST 1904

IN BOOK 6331 OF P. 187

COUNTY RECORDER *Richard Wagner*

BY: *[Signature]* 1904

NO. 15. at 2:54 PM

CITY COUNCIL'S APPROVAL

RECOMMENDED FOR APPROVAL

ON THE 4TH DAY OF August 20
BY THE MEMBERS OF THE BOARD OF SUPERVISORS

APPROVED AND FORWARDED:

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 19____.

THE _____

RECORDED ATTEST _____

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**CENTERVILLE
RDAMEETING
Staff Backup Report
5/2/2017**

Item No. 3.

Short Title: Letter of Support for CenterPoint Theatre grant application

Initiated By: Jan Davis, Executive Director of CenterPoint Theatre

Scheduled Time:

SUBJECT

RECOMMENDATION

Authorize a letter of support for CenterPoint Theatre's application for a County tourism grant.

BACKGROUND

**CENTERVILLE
RDA MEETING
Staff Backup Report
5/2/2017**

Item No. 4

Short Title: Executive Director's Report

Initiated By: RDA Executive Director, Steve Thacker

Scheduled Time:

SUBJECT

RECOMMENDATION

Allow the RDA Executive Director, Steve Thacker, to report on several RDA matters, including water damage in January in the performing arts center, and the use of CPT rental payments for several building/grounds expenses.

BACKGROUND