

REDEVELOPMENT AGENCY OF CENTERVILLE CITY AGENDA

NOTICE IS HEREBY GIVEN THAT THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY WILL HOLD A PUBLIC MEETING AT 7:35 P.M. ON TUESDAY, MAY 7, 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:

7:35 A. ROLL CALL

B. MINUTES REVIEW AND ACCEPTANCE – April 2, 2013 RDA meeting

C. NEW BUSINESS

1. Review and approve final 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
2. Review and approve Assignment and Assumption Agreement between the Redevelopment Agency of Centerville City, Mackey Investments Centerville, LC, and WRC Assets, LLC, regarding development of Lot 2 of the Centerville Gateway Subdivision, also known as the Island Parcel, located at approximately 782 West Parrish Lane
3. Proposed RDA FY 2014 Budget
 - a. Staff presentation
 - b. Adopt FY 2014 RDA Tentative Budget and set date for public hearing

D. ADJOURNMENT

Steve H. Thacker
Executive Director

Minutes of the **Redevelopment Agency of Centerville** meeting held Tuesday, April 2, 2013 at 8:45 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
Lisa Romney, City Attorney
Katie Rust, Recording Secretary

MINUTES REVIEW AND ACCEPTANCE

The minutes of the March 19, 2013 RDA meeting were reviewed. Director Wright made a **motion** to approve the minutes. The motion was seconded by Director Lindstrom and passed by unanimous vote (5-0).

DISCUSS ARRANGEMENTS FOR PARKING DURING CONSTRUCTION ON LOTS 201 AND 202 OF THE CENTERVILLE CORPORATE PARK SUBDIVISION

The RDA and staff discussed parking options for patrons of the Performing Arts Center during construction on Lots 201 and 202 of the Centerville Corporate Park Subdivision. The parking lot at Colonial Lumber to the east is one option, but concerns were expressed about the lack of lighting for the pedestrian crosswalk. Signage could also be placed to indicate pedestrian crossing.

Director Lindstrom made a **motion** to allow staff to spend up to \$10,000 of RDA funds to improve lighting and signage at the pedestrian crossing east of the Performing Arts Center on 400 West, with direction to come back to the RDA if the cost will exceed the \$10,000. Director Higginson seconded the motion, which passed by unanimous vote (5-0).

ADJOURNMENT

At 9:00 p.m. Director Lindstrom made a **motion** to adjourn the meeting. Director 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 1

Date of City Council Meeting: May 7, 2013

Short Title: Chick-Fil-A Final Development Plan Approval

Initiated By: Staff

Scheduled Time: 7:35

RECOMMENDATION

Review and approve final development plan for Lot 202 of the Centerville Corporate Park Subdivision, Amended, regarding proposed Chick-Fil-A restaurant 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 site plan and proposed development for the Chick-Fil-A restaurant for Lot 202 of the Centerville Corporate Park Subdivision, Amended.

REDEVELOPMENT AGENCY OF CENTERVILLE CITY

Staff Backup Report

Item No. RDA 2

Date of City Council Meeting: May 7, 2013

Short Title: Island Parcel Assignment Agreement

Initiated By: Staff

Scheduled Time: 7:35

RECOMMENDATION

Approve Assignment and Assumption Agreement between the Redevelopment Agency of Centerville City, Mackey Investments Centerville, LC, and WRC Assets, LLC, regarding the development of Lot 2 of the Centerville Gateway Subdivision, and authorize the Chair to sign such Agreement on behalf of the RDA.

BACKGROUND

On March 27, 2013, the Planning Commission reviewed and approved the small subdivision waiver/lot split application from Mackey Investments Centerville, LC, for the division of the Island Parcel into two lots to be known as Lot 1 and Lot 2 of the Centerville Gateway Subdivision. Condition No. 8(g) of the Planning Commission's approval of the small subdivision waiver/lot split requires the developer to enter into an assignment agreement with the future proposed owner and/or user of Lot 2 agreeing to be bound by the Parrish Lane Gateway Neighborhood Development Plan and the Agreement for Disposition of Land governing the Centerville Gateway Subdivision (Island Parcel). This Assignment Agreement also increases the approved building size from a maximum of 6,000 square feet (as approved in the Third Amendment to the ADL) to a maximum of 6,200 square feet. This change is necessary to accommodate a few changes to the building design for the Wasatch Running Center. A copy of the proposed Assignment and Assumption Agreement is attached. It is recommended that the RDA approve the Assignment and Assumption Agreement for the Centerville Gateway Subdivision.

Recommended Action: *Approve Assignment and Assumption Agreement between the Redevelopment Agency of Centerville City, Mackey Investments, LC, and WRC Assets, LLC, for the Centerville Gateway Subdivision and authorize the Chair to sign such Agreement on behalf of the RDA.*

Attachment: Assignment and Assumption Agreement for Centerville Gateway Subdivision

When recorded, return to:

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

Affects Parcel: 02-024-0064

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

(Island Parcel - Lot 2)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2013, 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 **WRC ASSETS, LLC**, a Utah limited liability company ("Assignee"), collectively, the "Parties", or individually, a "Party".

RECITALS:

WHEREAS, Assignor is the fee title owner of approximately 1.55 acres of real 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 subject to the terms and conditions of that certain Agreement for Development of Land dated June 15, 2004, 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 as amended by that certain Amendment to the Agreement for Development of Land dated February 21, 2006, recorded in the Davis County Recorder's Office as Entry

No. 2727321, Book No. 5728, at Pages 1641-1649, that certain Second Amendment to the Agreement for Development of Land dated May 9, 2009, recorded in the Davis County Recorder's Office as Entry No. 2727322, Book No. 5728, at Pages 1650-1654, and that certain Third Amendment to the Agreement for the Development of Land dated March 19, 2013, recorded in the Davis County Recorder's Office as Entry No. 2728360, Book No. 5732, at Pages 1275-1287 (collectively referred to as the "ADL Agreement"); and

WHEREAS, the Island Parcel is also 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, Assignor has applied for and the RDA and Centerville City have recently approved the subdivision of the Island Parcel into two lots to be known as Lot 1 and Lot 2, which subdivision is more particularly set forth in **Exhibit B**, attached hereto and incorporated herein by this reference ("Centerville Gateway Subdivision Plat"); and

WHEREAS, Assignee has entered into a contract with Assignor to purchase that portion of the Island Parcel to be known as Lot 2 as more particularly shown on the Centerville Gateway Subdivision Plat, which purchase is subject to various conditions precedent, including, entering into this Assignment Agreement; and

WHEREAS, if and when Assignee acquires fee title ownership to Lot 2, Assignor desires to assign all of Assignor's rights and obligations under the ADL Agreement as they relate to Lot 2 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 2 and development of Lot 2 as of the date Assignee acquires fee title ownership to Lot 2, 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 2, together with Assignor's rights, powers and privileges thereunder existing from and after the date Assignee acquires fee title ownership to Lot 2 ("Effective Date of Assignment"). Assignee hereby accepts the same and assumes the rights and responsibilities of the ADL Agreement as it pertains to Lot 2 and agrees to timely perform each and every obligation to be performed under the ADL Agreement as it pertains to Lot 2 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 2 and any other applicable obligation regarding

development of Lot 2 from and after the Effective Date of Assignment, excluding any rights and obligations regarding tax increments, which shall solely benefit Lot 1 as more particularly provided in Section 3.

2. **Site Plan Approval.** In accordance with provisions of the ADL Agreement, the RDA's prior written approval of Assignee's final site plan and improvements shall be required for Assignee's development and construction of improvements on and/or related to Lot 2. Upon the RDA's and Centerville City Planning Commission's approval of Assignee's final site plan and improvements for Lot 2, including any specifications and plans related thereto, such approval shall be deemed to satisfy the requirements of the ADL Agreement regarding site development; provided, however, that Assignee shall thereafter remain obligated to comply with all other continuing obligations and requirements of the ADL Agreement. The RDA further consents to a maximum building square footage of 6,200 square feet for the building to be constructed on Lot 2 the details of which shall be reviewed and addressed with final site plan approval.

3. **No Tax Increment for Lot 2.** Assignee agrees that there shall be no tax increment for Lot 2. Any and all tax increment as contemplated by the ADL Agreement or other governing documents for the Island Parcel shall remain with and/or inure to Lot 1.

4. **Subdivision Plat Approval.** Assignee agrees to be bound by all the terms and conditions of the subdivision waiver/lot split approval by the RDA and Planning Commission for the Centerville Gateway Subdivision Plat, as approved by the Planning Commission on March 27, 2013, and as may be amended.

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 may be amended.

6. **Acknowledgment of Recording.** Assignee hereby acknowledges the recording of the ADL Agreement against the Island Parcel and authorizes the recording of this Assignment against Lot 2.

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 Wasatch Running Center, Inc. ("Wasatch Running"), Section 1.07 regarding use restrictions and RDA approval of any use other than for a retail running store 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 2. Notwithstanding the foregoing, assignments by Wasatch Running into trust for estate planning purposes, or to an entity controlled by or under common

control with Wasatch Running shall be deemed approved by the RDA upon written notice to the RDA by Wasatch Running 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 attorneys' 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 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.

"RDA"

**REDEVELOPMENT AGENCY OF
CENTERVILLE CITY**

By: _____
Ronald G. Russell, Chair

ATTEST:

Secretary

"Assignor"

MACKEY INVESTMENTS CENTERVILLE, LC

By: _____
Its: _____

"Assignee"

WRC ASSETS, 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:

ASSIGNOR 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:

ASSIGNEE 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 **WRC ASSETS, 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 Island Parcel

SCHEDULE A

Order No. 52949-B

Commitment No. 52949-B

LEGAL DESCRIPTION CONTINUED

Beginning at a point which is North $0^{\circ}05'33''$ West 97.29 feet along the Section line, East 826.27 feet and Southeasterly 17.81 feet along the arc of a 858.51 foot radius curve to the right (chord bears South $0^{\circ}41'52''$ East 17.81 feet) from the West quarter corner of Section 7, Township 2 North, Range 1 East, Salt Lake Meridian; said point being on the East line of a Frontage Road; and running thence South $0^{\circ}06'12''$ East 203.79 feet to a point on the North line of Parrish Lane; thence North $89^{\circ}59'29''$ East 209.38 feet along said North line of Parrish Lane; thence North $44^{\circ}56'28''$ East 49.45 feet; thence North $0^{\circ}06'33''$ West 75.07 feet to a point of curvature with a 221.56 foot radius curve to the left; thence Northwesterly 122.40 feet along the arc of said curve (Note: Chord bears North $15^{\circ}56'08''$ West 120.85 feet) to a point of compound curvature with a 235.00 foot radius curve to the left; thence Northwesterly 137.75 feet along the arc of said curve; (Note: chord bears North $48^{\circ}33'17''$ West 135.78 feet) to a point of tangency; thence North $65^{\circ}20'49''$ West 30.19 feet to a point of curvature of a 35.00 foot radius curve to the left; thence Northwesterly, Westerly and Southwesterly 54.98 feet along the arc of said curve; (Note: chord bears South $69^{\circ}39'11''$ West 49.50 feet) to a point of tangency; thence South $24^{\circ}39'11''$ West 56.15 feet to a point of curvature of a 135.00 foot radius curve to the left; thence Southwesterly 58.33 feet along the arc of said curve (Note: chord bears South $12^{\circ}16'29''$ West 57.88 feet), more or less, to the point of beginning.

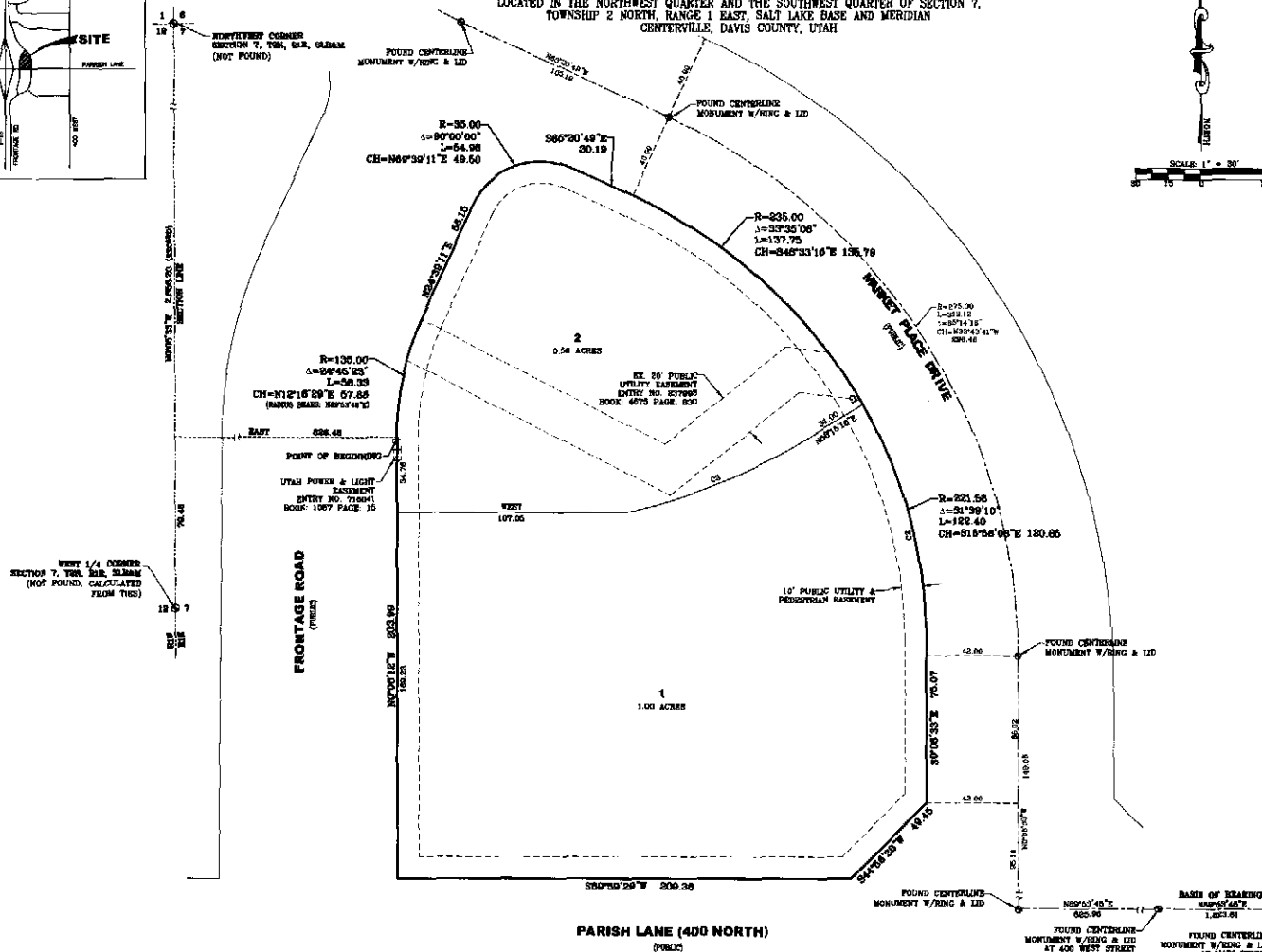
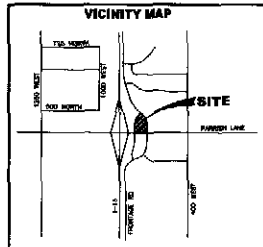
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EXHIBIT "B"

Island Parcel Amended Subdivision Plat

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

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



I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 501812 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT A SURVEY HAS BEEN MADE OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREINAFTER TO BE KNOWN AS CENTERVILLE GATEWAY PAD 2, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

ALL OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 1998151:2004 IN THE OFFICIAL RECORDS OF DAVIS COUNTY, LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

CONTAINS: ± 1.56 ACRES

DATE _____ SURVEYOR _____
(See Seal Below)

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREINAFTER KNOWN AS: _____ DO HEREBY DEDICATE FOR PERPETUAL USE OF ALL THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF _____ HAVE HERETO SET _____ THIS _____
DAY OF _____ A.D. 2012

[illegible]

MY COMMISSION EXPIRES _____ A ROTARY PUBLIC COMMISSIONED IN UTAH _____
NOTARY ADDRESS _____ PRINTED FULL NAME OF NOTARY _____

PRESENTED TO THE CITY COUNCIL OF CENTERVILLE, UTAH THIS _____ DAY OF _____, 2013 AT
WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
CITY RECORDER ATTEST: _____

MAYOR: _____

ENTRY NO. _____ PRE PAID: _____
FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____ 2013 AT _____
IN BOOK _____ OF _____
COUNTY RECORDER: _____
BY: _____ DEPUTY

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	221.56	1°50'12"	7.66	530°46'06"E 7.66
C2	221.56	69°56'59"	114.72	514°56'32"E 115.44
C3	221.00	18°00'11"	66.03	N67°10'53"E 66.66

1. THE BASIS OF SEARCHING FOR THIS SUBJECT IS IMPROVING ALONG THE CENTERS OF
FARMER LANE FROM THE MOUNTAIN OF THE INTERSECTION OF FARMER LANE AND 401
TO THE MOUNTAIN OF THE INTERSECTION OF FARMER LANE AND STATE ST. THE
THE LOCATION THE WEST 1/4 CORNER OF SECTION 28. THE BEAR WAS CALCULATED FROM
THE TIE STAKES OF AN ALTA SURVEY PREPARED BY BEN CHRISTENSEN DATED 02/08/1988.
MAP NO. 2702 AND ONE OF THE MOUNT TIES FROM THE DAVIS COUNTY TIE SHEET. THE
WEST 1/4 CORNER AND THE NORTHEAST CORNER OF SAID SECTION 28 HAVE BEEN DESTROYED BY
THE CONSTRUCTION OF THE LATEST RAIL TRACKS.

RECOMMENDED FOR APPROVAL ON THIS _____ DAY OF _____, 2013 _____ CITY ENGINEER	RECOMMENDED FOR APPROVAL ON THIS _____ DAY OF _____, 2013 _____ CITY ATTORNEY	RECOMMENDED FOR APPROVAL ON THIS _____ DAY OF _____, 2013 _____ CHAIRMAN PLANNING COMMISSION
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