

REDEVELOPMENT AGENCY OF CENTERVILLE CITY AGENDA

NOTICE IS HEREBY GIVEN THAT THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY WILL HOLD A PUBLIC MEETING AT 9:25 P.M. ON TUESDAY, SEPTEMBER 15, 2015 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL CHAMBERS, 250 NORTH MAIN, 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:

9:25 A. NEW BUSINESS

1. Proposed Development of Lot 2 of Centerville Gateway Subdivision - Island Parcel - Marketplace Drive and Parrish Lane
 - a. Consider Conceptual Site Plan for development of dental office on Lot 2 of the Centerville Gateway Subdivision
 - b. Discuss potential RDA contribution for upgraded landscaping and/or entry feature for Lot 2 of Centerville Gateway Subdivision
 - c. Consider Fourth Amendment to the ADL for the Centerville Gateway Subdivision
 - d. Consider Assignment and Assumption Agreement for the sale and purchase of Lot 2 of the Centerville Gateway Subdivision
2. Potential action related to pedestrian bridge project
3. 1250 West Parrish Lane Intersection Improvement
 - a. Update re traffic signal project
 - b. Update re landscaping design services

B. ADJOURNMENT

Steve H. Thacker
Executive Director

REDEVELOPMENT AGENCY OF CENTERVILLE CITY AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REDEVELOPMENT AGENCY OF CENTERVILLE MEETING AT 9:25 PM ON SEPTEMBER 15, 2015 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.

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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. Proposed Development of Lot 2 of Centerville Gateway Subdivision - Island Parcel - Marketplace Drive and Parrish Lane
 - a. Consider Conceptual Site Plan for development of dental office on Lot 2 of the Centerville Gateway Subdivision
 - b. Discuss potential RDA contribution for upgraded landscaping and/or entry feature for Lot 2 of Centerville Gateway Subdivision
 - c. Consider Fourth Amendment to the ADL for the Centerville Gateway Subdivision
 - d. Consider Assignment and Assumption Agreement for the sale and purchase of Lot 2 of the Centerville Gateway Subdivision
2. Potential action related to pedestrian bridge project
3. 1250 West Parrish Lane Intersection Improvements
 - a. Update re traffic signal project
 - b. Update re landscaping design services

B. ADJOURNMENT

Steve H. Thacker
Executive Director

**CENTERVILLE
RDA MEETING
Staff Backup Report
9/15/2015**

Item No. 1

Short Title: Proposed Development of Lot 2 of Centerville Gateway Subdivision - Island Parcel - Marketplace Drive and Parrish Lane

Initiated By: City Attorney

Scheduled Time:

SUBJECT

- a. Consider Conceptual Site Plan for development of dental office on Lot 2 of the Centerville Gateway Subdivision
- b. Discuss potential RDA contribution for upgraded landscaping and/or entry feature for Lot 2 of Centerville Gateway Subdivision
- c. Consider Fourth Amendment to the ADL for the Centerville Gateway Subdivision
- d. Consider Assignment and Assumption Agreement for the sale and purchase of Lot 2 of the Centerville Gateway Subdivision

RECOMMENDATION

- a. Approve Conceptual Site Plan for development of dental office on Lot 2 of the Centerville Gateway Subdivision
- b. Provide direction to Staff regarding potential RDA contribution for upgraded landscaping and/or entry feature for Lot 2 of Centerville Gateway Subdivision
- c. Approve Fourth Amendment to the ADL for the Centerville Gateway Subdivision
- d. Approve Assignment and Assumption Agreement for the sale and purchase of Lot 2 of the Centerville Gateway Subdivision

BACKGROUND

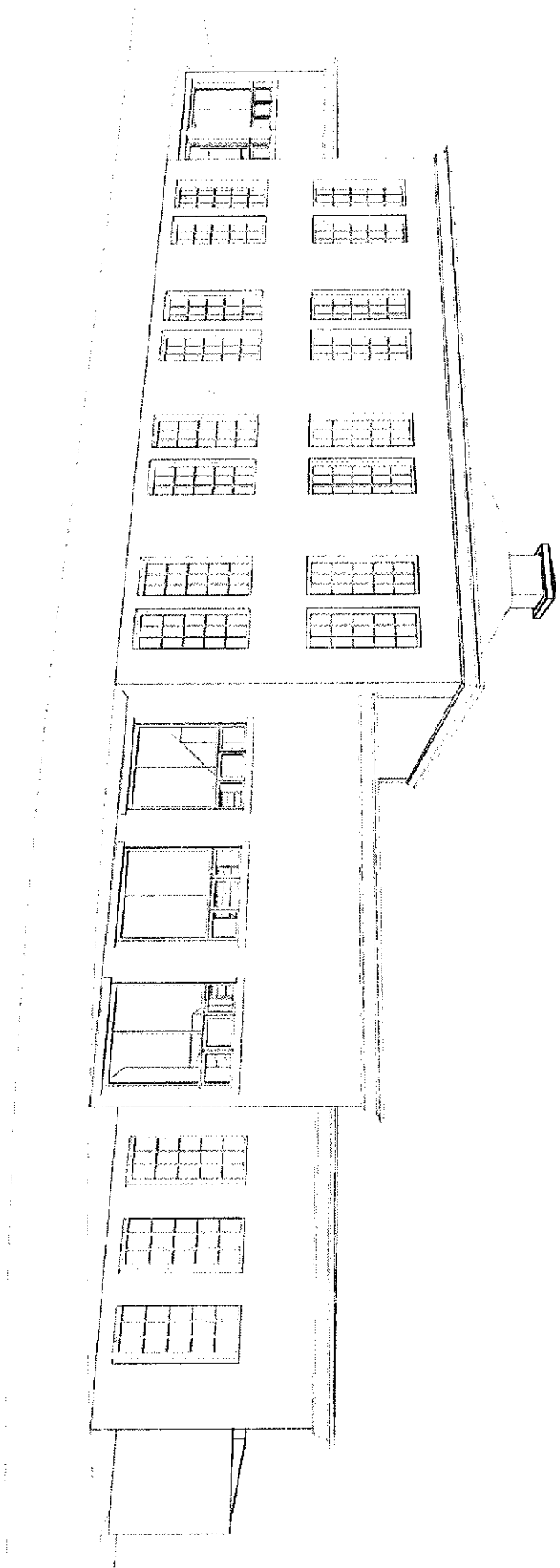
The City has previously approved the Centerville Gateway Subdivision dividing the Island Parcel at the corner of Marketplace Drive and Parrish Lane into two lots. The Centerville Gateway Subdivision was finalized and recorded with the Davis County Recorder's Office on August 10, 2015. A copy of the Subdivision Plat is attached. The owner of both lots within the Centerville Gateway Subdivision, Mackey Investments Centerville, LC ("Mackey Investments"), desires to sell Lot 2 of the Subdivision to Lyman Management LC ("Lyman Management") for the construction and operation of a pediatric dental office. Prior to the sale of the property to Lyman Management and subsequent development of Lot 2, the RDA must approve the use, the user and the site plan for the proposed use and development of the property. These approvals are required under the current ADL Agreement governing the property. Thus, the RDA is asked to review and approve the Conceptual Site Plan for Lot 2. The Planning Commission has already reviewed and accepted the Conceptual Site Plan on August 26, 2015. As part of the RDA's site plan review and approval, the RDA should review the proposed landscaping and entry feature proposed by the developer of Lot 2 and determine whether an RDA contribution to upgrade such landscaping and entry feature is appropriate. The Developer

will present information regarding potential upgrades to the site and/or landscaping that are in excess of the City requirements. The RDA may encourage improvements through financial participation with tax increment. The RDA has anticipated some level of participation, and included this possibility in its list of projects. The RDA must also approve the Fourth Amendment to the ADL Agreement approving the use, user and site plan for the dental office. Finally, the RDA is asked to approve the Assignment Agreement assigning all rights and obligations for the development of Lot 2 from Mackey Investments to Lyman Management.

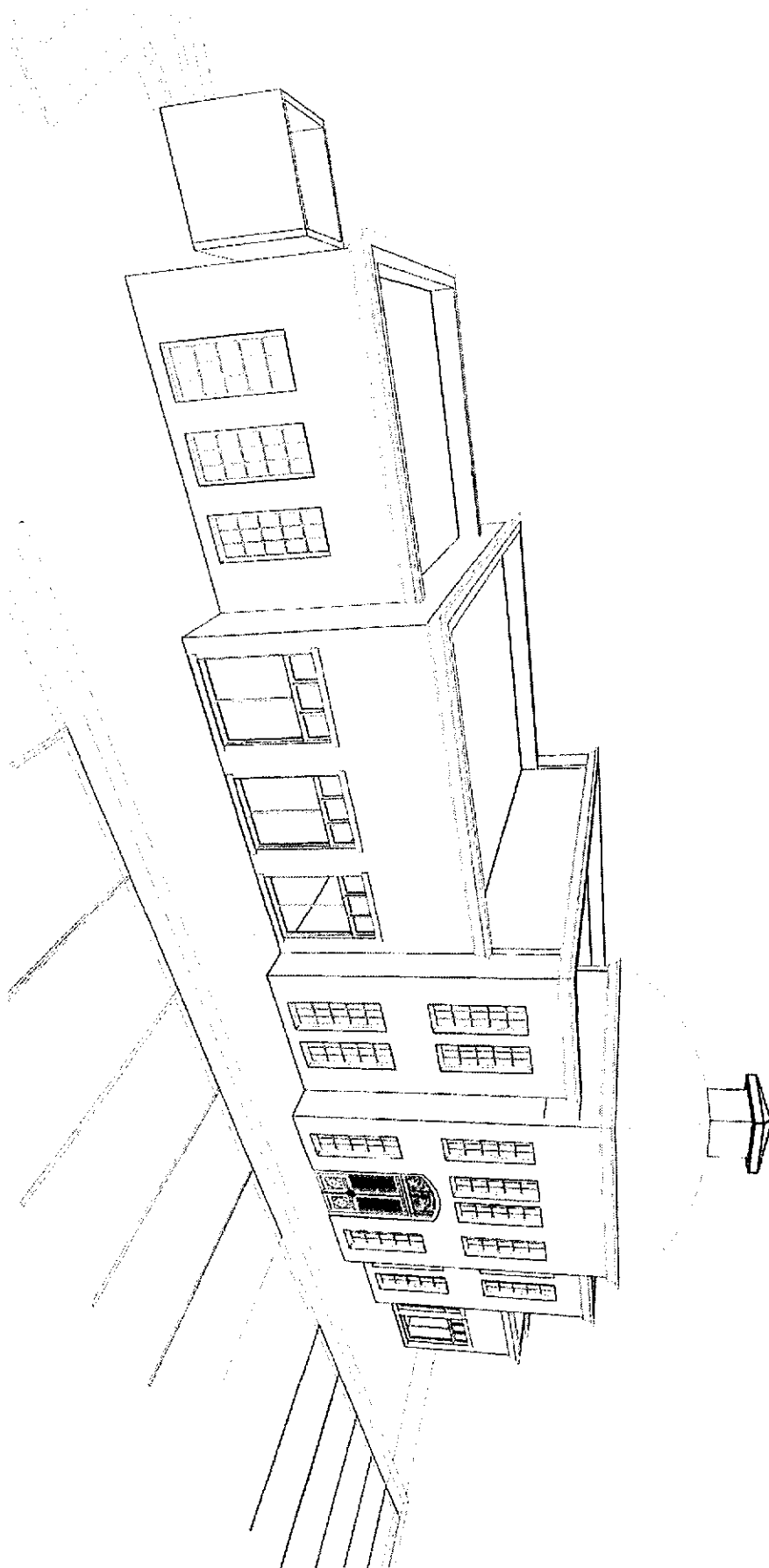
ATTACHMENTS:

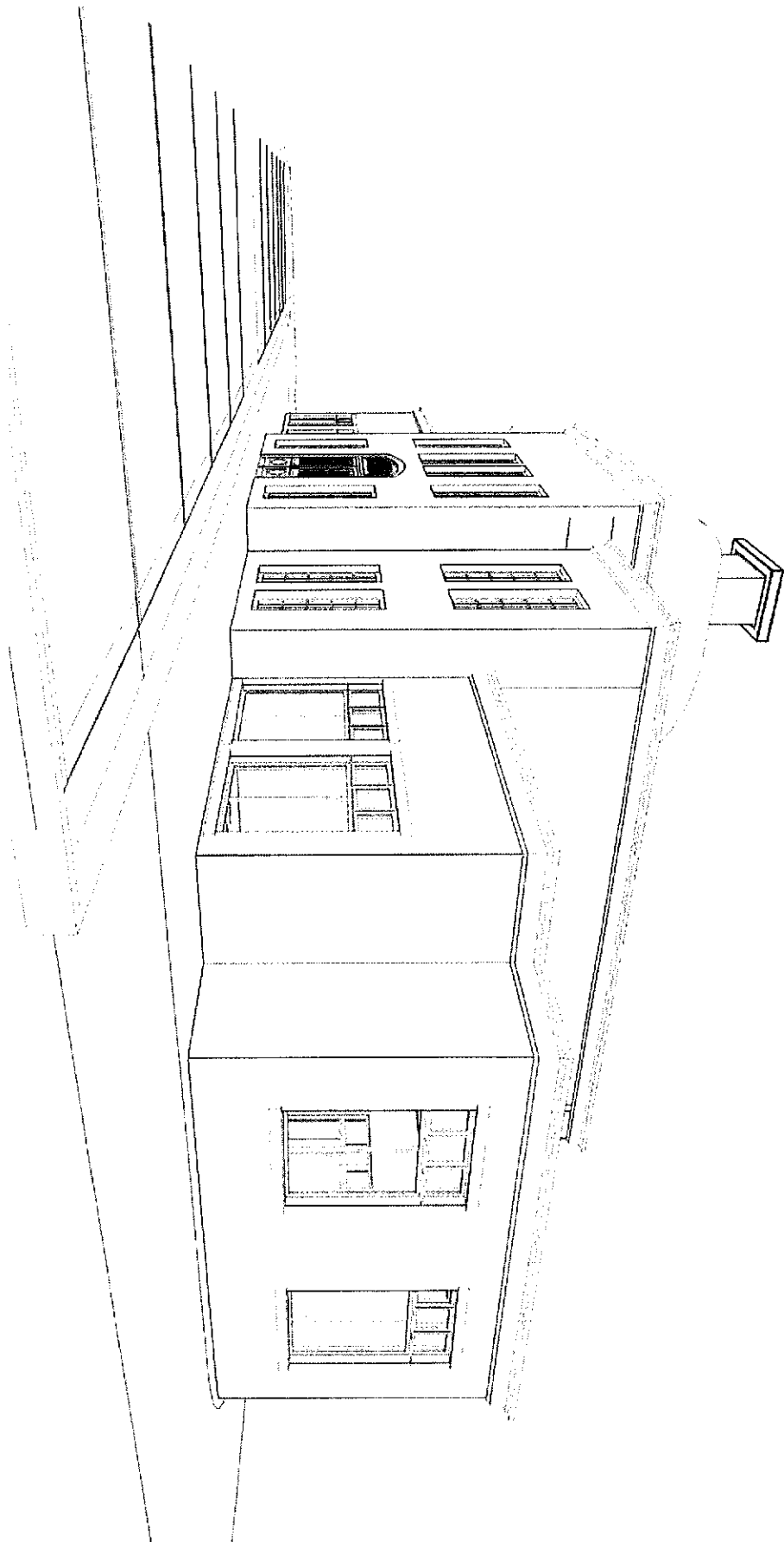
Description

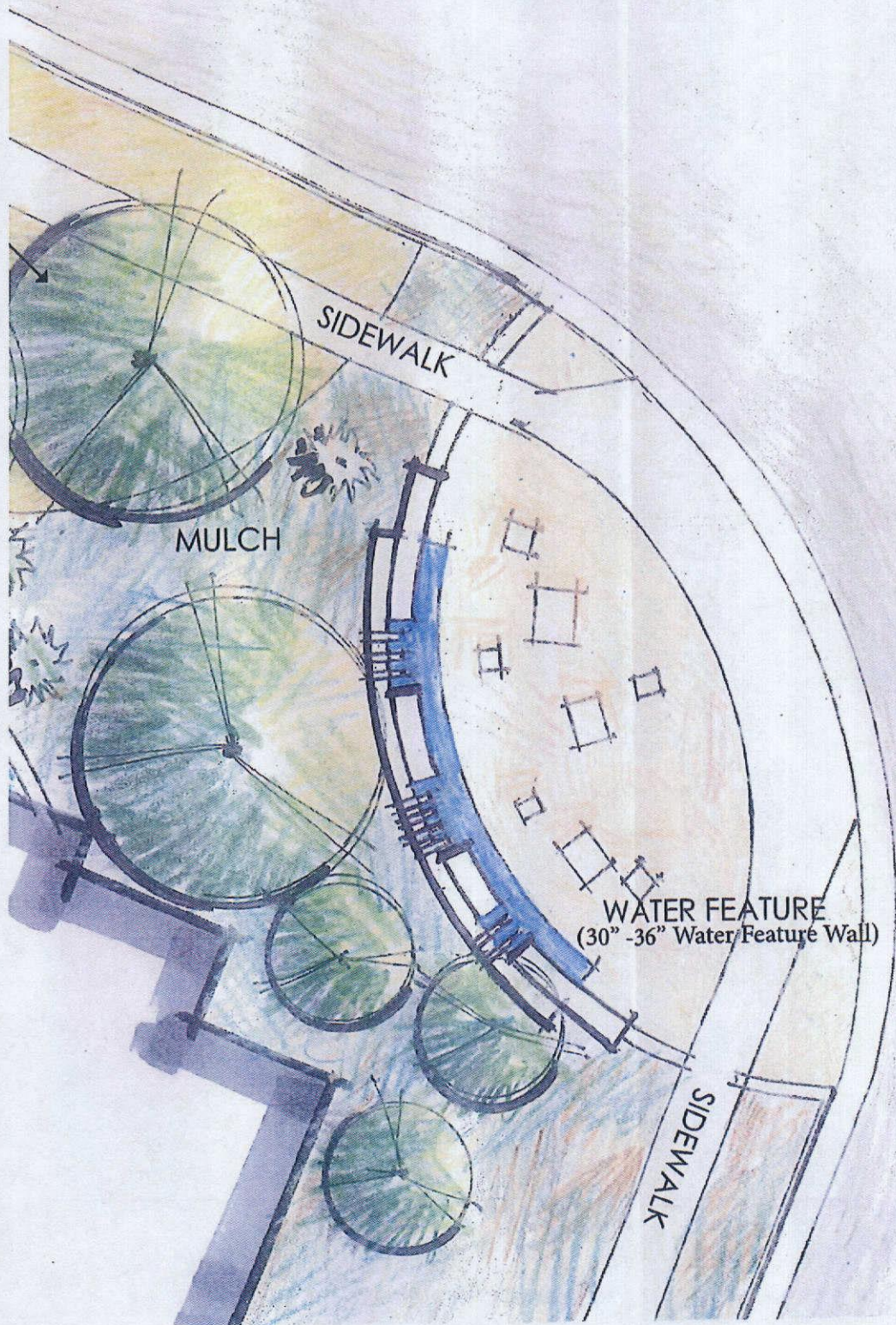
- ▣ Centerville Gateway Subdivision Plat
- ▣ Conceptual Site Plan - Lot 2
- ▣ Fourth Amendment to ADL Agreement
- ▣ Assignment Agreement - Lot 2



RECEIVED AUG 07 2015



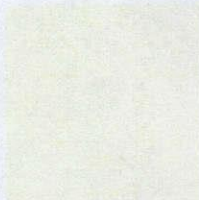




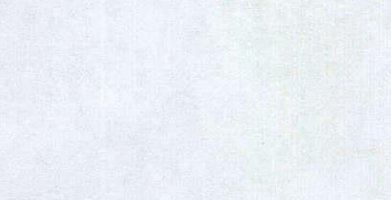
Dr Mark Nelson Dental Office Conceptual Site Plan

Building Materials and Color Scheme:

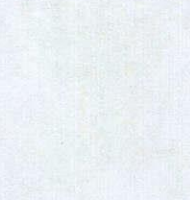
- EIFS



Mirage
28 (56)
Base 200

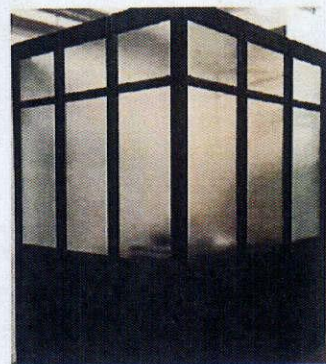
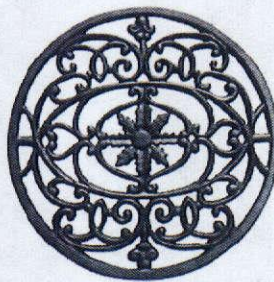
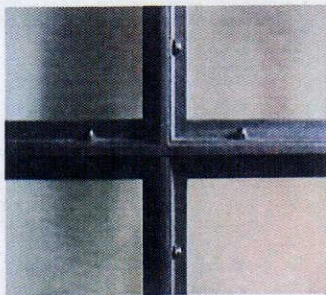


Crystal White
50 (79)
Base 100

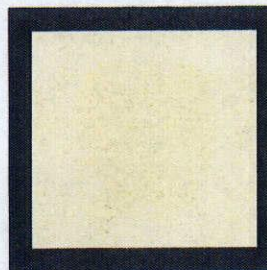


Egg Shell
73 (76)
Base 100

- Metal Window Frames, Medallion, Metal Panels



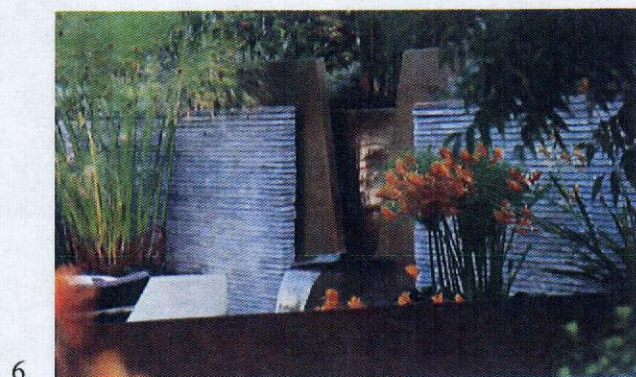
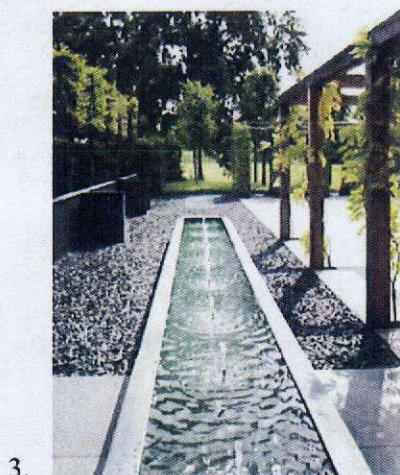
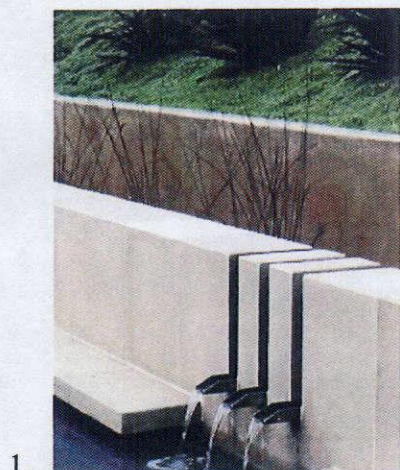
- GFRC Stone



Color: Buff

RECEIVED AUG 19 2015

Site Water Feature:



When recorded, return to:

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

Affects Parcel Number: 02-238-0001 and 02-238-0002

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

(Island Parcel – Centerville Gateway Subdivision)

**THIS FOURTH AMENDMENT TO THE AGREEMENT FOR DEVLEOPMENT
OF LAND BETWEEN THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY
AND MACKEY INVESTMENTS, LC** ("Fourth Amendment") is made and entered into
this _____ day of _____, 2015, 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

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

WHEREAS, Developer and the Agency entered into 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, as amended (collectively referred to as the "ADL Agreement"); and

WHEREAS, Developer has obtained small subdivision waiver and lot split approval to divide the Island Parcel into two lots and has recorded the Centerville Gateway Subdivision Plat with the Davis County Recorder's Office as Entry No. 2885983, Book No. 6326, at Page 1187, as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by reference ("Centerville Gateway Subdivision"); and

WHEREAS, Developer intends to sell Lot 2 of the Centerville Gateway Subdivision to a subsequent developer for the construction of a commercial building and operation of a dental business; and

WHEREAS, the parties desire to enter into this Fourth Amendment to the ADL Agreement to provide additional regulations and restriction for the development of the lots within the Centerville Gateway Subdivision 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 Fourth Amendment by this reference.

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

3. Approval of Lot Split. The Agency hereby approves and ratifies the subdivision of the Island Parcel into two lots described as set forth in the recorded Centerville Gateway Subdivision Plat ("Subdivision"). Said approval of the Subdivision is subject to any conditions of approval on the small subdivision waiver and lot split as required by the Planning Commission and/or Centerville City Council as part of final subdivision approval and compliance with all applicable City Ordinances. Lot 1 of the Centerville Gateway Subdivision contains the existing family sit-down restaurant and

related improvements and Lot 2 of the Centerville Gateway Subdivision has been created for future development as provided herein.

4. Restriction against Parcel Splitting. Pursuant to Section 3.03 of the ADL Agreement, 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 Fourth Amendment shall be deemed to approve any subdivision or development of the Island Parcel in violation of Section 3.03 of the ADL Agreement.

5. Approval of Use. Pursuant to Section 1.07 of the ADL Agreement, the Agency hereby approves Developer's proposal for the use of Lot 2 of the Centerville Gateway Subdivision for a dental office. 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 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 Lyman Management L.C., a Utah limited liability company, as an acceptable end user of Lot 2 of the Centerville Gateway Subdivision, subject to entering into an Assignment and Assumption Agreement with the Agency regarding development obligations and restrictions for the Island Parcel under the ADL Agreement 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, the Agency hereby approves the Conceptual Site Plan for Lot 2 of the Centerville Gateway Subdivision regarding the construction and development of a commercial building for a dental office not to exceed 5,000 square feet, as more particularly set forth in **Exhibit B**, 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. Any changes or amendments to approved final site plans for development of Lot 1 and Lot 2 within the Centerville Gateway Subdivision are subject to Agency approval in accordance with applicable provisions of Section 4.02 of the ADL Agreement.

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.

9. Developer Covenants. Pursuant to Section 5.01 of the ADL Agreement, 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, including, but not limited to, the land use covenants set forth in Article 5 of the ADL Agreement. Developer shall condition any sale or transfer of property or interest of Lot 1 or Lot 2 of the Centerville Gateway Subdivision upon such successor or assign entering into an Assignment and Assumption Agreement with the Agency regarding the obligations and restrictions of the ADL Agreement 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 a lot within the Centerville Gateway Subdivision, and their lessees, heirs, executors, administrators, devisees, successors and assigns. Developer hereby agrees and consents to the recording of this Fourth Amendment to the ADL Agreement against the property within the Centerville Gateway Subdivision.

11. Binding Effect. This Fourth 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 Fourth Amendment shall be upon final execution by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth 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: _____
Paul A. Cutler, Chair

ATTEST:

Secretary

"Developer"

MACKEY INVESTMENTS CENTERVILLE, LC

By: _____
Its: _____

RDA ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF DAVIS)

On the _____ day of _____, 2015, 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:

MACKEY INVESTMENTS ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF DAVIS)

On the _____ day of _____, 2015, 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:

5563

September 9, 2015

CONCEPTUAL SITE PLAN



When recorded, return to:

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

Affects Parcel: 02-238-0002

**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**

(Centerville Gateway Subdivision - Lot 2)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2015, 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 **LYMAN MANAGEMENT L.C.**, 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

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

WHEREAS, Assignor and the Agency entered into 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, as amended (collectively referred to as the "ADL Agreement"); and

WHEREAS, Assignor has obtained small subdivision waiver and lot split approval to divide the Island Parcel into two lots and has recorded the Centerville Gateway Subdivision Plat with the Davis County Recorder's Office as Entry No. 2885983, Book No. 6326, at Page 1187, as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by reference ("Centerville Gateway Subdivision"); and

WHEREAS, Assignor desires to sell and Assignee desires to purchase Lot 2 of the Centerville Gateway Subdivision, 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 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 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 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 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 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.

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 inure to Lot 1. Lot 2 may be eligible for RDA contribution to upgraded landscaping or entry features for Lot 2 as determined appropriate in the RDA's sole discretion.

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 Ordinance and 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 Lyman Management L.C., ("Lyman Management"), Section 1.07 regarding use restrictions and RDA approval of any use other than for a dental office 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 Lyman Management into trust for estate planning purposes, or to an entity controlled by or under common control with Lyman Management shall be deemed approved by the RDA upon written notice to the RDA by Lyman Management 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.

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"

MACKAY INVESTMENTS CENTERVILLE, LC

By: _____
Its: _____

"Assignee"

LYMAN MANAGEMENT L.C.

By: _____
Its: _____

RDA ACKNOWLEDGMENT

STATE OF UTAH)
 :ss
COUNTY OF DAVIS)

On the _____ day of _____, 2015, 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 _____, 2015, 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 _____, 2015, personally appeared before me _____, who being duly sworn by me did say that (s)he is the managing member of **LYMAN MANAGEMENT L.C.**, 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:

5563

6922

**CENTERVILLE
RDA MEETING
Staff Backup Report
9/15/2015**

Item No. 2.

Short Title: Potential action related to pedestrian bridge project

Initiated By: City Manager

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

The background for this matter is provided under item #6 on the regular council meeting agenda. Because this matter may require some direction or a decision by the RDA regarding funding, it is also shown on the RDA agenda.

**CENTERVILLE
RDA MEETING
Staff Backup Report
9/15/2015**

Item No. 3.

Short Title: 1250 West Parrish Lane Intersection Improvements

Initiated By:

Scheduled Time:

SUBJECT

- a. Update re traffic signal project
- b. Update re landscaping design services

RECOMMENDATION

BACKGROUND

- a. The City Manager will report on the status of the traffic signal installation project at this intersection.
- b. Councilwoman Tami Fillmore will report on the process of hiring a professional to design landscaping improvements for this intersection. The City Manager asked if she would take the lead in this selection process and continue to assist as landscaping plans are developed.