

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of annexation known as the SMITH ANNEXATION, located in HIGHLAND CITY, dated NOVEMBER 21, 2024, complying with §10-2-425, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the SMITH ANNEXATION, located in UTAH COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 26<sup>th</sup> day of November, 2024 at Salt Lake City, Utah.



A handwritten signature in black ink that reads "Deidre M. Henderson".

DEIDRE M. HENDERSON  
Lieutenant Governor

Highland City  
5400 W Civic Center Dr., Ste 1  
Highland, UT 84003  
(801) 756-5751  
[www.highlandut.gov](http://www.highlandut.gov)

Submitted via  
[cs.utah.gov/s/annexations-request](https://cs.utah.gov/s/annexations-request)

NOTICE OF IMPENDING BOUNDARY ACTION  
HIGHLAND CITY, UTAH



**HIGHLAND CITY**

November 21, 2024

Utah State Lt. Governor's Office  
Utah State Capitol Complex #220  
PO Box 142325  
Salt Lake City, UT 84114-2325

RE: Annexation with Highland City in Utah County (Smith Annexation)

Honorable Lt. Governor:

Pursuant to UCA 10-2-425, Highland City as the Local Entity hereby gives notice to the Lieutenant Governor of its intent to annex territory into the boundaries of Highland City and requests the issuance of a Certificate of Annexation.

I, Stephannie Cottle, City Recorder for Highland City, hereby certify that Highland City, Utah complied with all requirements applicable for annexation of territory. Ordinance No. O-2024-29 and the Annexation Plat are attached.

If approved, please send the Certificate of Annexation to:

Highland City  
Stephannie Cottle, City Recorder  
5400 W Civic Center Dr, Ste 1  
Highland, UT 84003

If you have any questions, please feel free to contact me at (801) 772-4505 or [scottle@highlandut.gov](mailto:scottle@highlandut.gov).

Sincerely,



Stephannie Cottle  
City Recorder

**ORDINANCE NO: O-2024-29**

**AN ORDINANCE GRANTING THE TRENT SMITH PETITION FOR ANNEXATION, APPROVING THE ANNEXATION OF CERTAIN PROPERTY, AGREEING TO DESIGNATE THE NEW HIGHLAND CITY-LEHI CITY BOUNDARY LINE, AND AMENDING HIGHLAND CITY'S MUNICIPAL BOUNDARIES**

WHEREAS, Title 10, Chapter 2, Part 4, of the Utah Code, as amended (the "Act") establishes procedures to annex real property into a municipality's boundaries and jurisdiction;

WHEREAS, Highland City has received a petition from Shalynn Larson, representing Trent Smith, ("Property Owners"), owner or trustee of the owner of property located contiguous to Highland City, which property is currently within the unincorporated area of Utah County, as described and shown in the attached Exhibit A ("Property");

WHEREAS, the Property Owners desire to have their Property annexed into the corporate limits of Highland City as outlined in the attached map;

WHEREAS, the Highland City Council has determined that the Property is within the Highland City Annexation Policy Plan, is contiguous to the Highland City municipal boundaries, and is therefore eligible for annexation;

WHEREAS, the Highland City Council accepted the Property Owners' petition for annexation for further consideration on August 6, 2024, and directed City staff to publish notice and take all required steps related to the noticing of the protest period and the calling of a public hearing related to the potential approval of the petition for annexation in accordance with the Act;

WHEREAS, the City recorder certified the petition and provided notice thereof as required by the Act on August 15, 2024;

WHEREAS, the protest period required by the Act expired on September 16, 2024, without any protests being filed;

WHEREAS, a public hearing was held regarding the petition for annexation on September 17, 2024;

WHEREAS, all notices related to the protest period and public hearing were given as required by the Act;

WHEREAS, after considering all public comments, the information and comments submitted by the Property Owners, and other appropriate matters, the City Council finds that it will be to the benefit of Highland City to grant the petition and annex the Property on the conditions set forth herein;

WHEREAS, it was discovered that the western boundary of the Property, which adjoins properties within Lehi City, was unclear according to the County property records, which causes the municipal boundary of Lehi City to also be unclear;



WHEREAS, Lehi City and the affected property owners, including the annexing Property Owners, have agreed to settle the boundary of the affected properties and of Lehi City in this area as shown on the annexation plat proposed by Property Owners and approved by Highland City;

NOW THEREFORE, BE IT ORDAINED by the Highland City Council as follows:

SECTION 1. The City Council approves the Property Owners' petition to annex the Property into the boundaries of the City ("Annexation"), subject to the following conditions:

- a. The Annexation shall not be effective unless and until Property Owners execute and record against title to the Property the annexation agreement in substantially the form attached hereto as Exhibit B;
- b. The Annexation shall not be effective unless and until the Property Owners pay all impact fees as required and described by the annexation agreement;
- c. Upon the execution and recordation of the annexation agreement and payment of impact fees, the City recorder shall file all necessary documents with the Lieutenant Governor's office to complete the Annexation as required by the Act.

SECTION 2. The City Council approves the boundary line between Highland City and Lehi City, after annexation of the Property, to be as shown on the approved annexation plat submitted by Property Owners, a portion of which is reproduced as Exhibit A.

SECTION 3. Upon completion of the Annexation, the Property shall be zoned R-1-20.

SECTION 4. The mayor and city staff are directed to take all actions necessary to complete the Annexation and carry out the annexation agreement as set forth herein.

SECTION 5. This ordinance shall take effect immediately upon its adoption and publication, as required by law.

SECTION 6. This ordinance shall repeal and replace Ordinance 2024-26.

ADOPTED AND PASSED BY THE CITY COUNCIL OF HIGHLAND CITY, UTAH, this 12th day of November, 2024.

  
Kurt Ostler  
Mayor

ATTESTED:


  
Stephannie Cottle  
City Recorder





EXHIBIT A

Description of Annexed Property

Legal Description of Property at 7015 W. 9600 N. Highland, UT 84003:

All that certain parcel of land situated in the County of Utah, State of Utah, being known and designated as follows:

A PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY UTAH. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE BETWEEN HIGHLAND CITY AND UTAH COUNTY, SAID POINT BEING NORTH 89°52'22" EAST 1006.49 FEET ALONG THE NORTH SECTION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 10 AND RUNNING THENCE;

NORTH 89°52'22" EAST 124.76 FEET ALONG THE BOUNDARY LINE OF UTAH COUNTY AND HIGHLAND CITY; THENCE SOUTH 00°07'38" EAST 408.54 FEET ALONG AN EXISTING FENCE LINE, MORE OR LESS, TO A POINT LOCATED ON THE NORTHERLY LINE AS DESCRIBED BY THAT CERTAIN AFFIDAVIT OF CORRECTION, RECORDED ON SEPTEMBER 18, 2019 AS ENTRY NO. 92459:2019 OF OFFICIAL RECORDS, ALSO BEING ALONG THE BOUNDARY LINE OF HIGHLAND CITY; THENCE SOUTH 89°52'22" WEST 127.82 FEET ALONG SAID AFFIDAVIT OF CORRECTION TO A POINT ON AN EXISTING FENCE LINE RUNNING NORTH AND SOUTH; THENCE ALONG SAID FENCE LINE ALSO BEING THE BOUNDARY LINE BETWEEN UTAH COUNTY AND LEHI CITY THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°15'04" WEST 112.53 FEET;
2. NORTH 00°38'30" EAST 126.08 FEET;
3. NORTH 00°24'54" EAST 169.95 FEET TO A POINT ON THE SOUTHERLY LINE OF 1500 NORTH STREET TO  
THE POINT OF BEGINNING.

CONTAINING 51,775 SQUARE FEET OR 1.189 ACRES, MORE OR LESS.



NORTHWEST CORNER, SECTION 10,  
TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
S.L.B.&M., 3" STANDARD FLAT BRASS  
MONUMENT (FOUND)

1006.49'

N89°52'22"E 2659.23'  
( BASIS OF BEARING )

HIGHLAND CITY  
UTAH COUNTY

1500 NORTH STREET



NORTH QUARTER CORNER, SECTION 10,  
TOWNSHIP 5 SOUTH, RANGE 1  
EAST, S.L.B.&M., 3" STANDARD FLAT  
BRASS MONUMENT (FOUND)

POINT OF BEGINNING

124.76'

PARCEL ID: 50-065-0001  
JONES, DONALD E & DEBRA

N0°24'54"E 168.95'

PARCEL ID: 50-065-0002  
WATHEN, BOYD J & JOYCE P

N0°38'30"E 126.08'

PARCEL ID: 12-054-0025  
SMITH, TRENT LYNN

S0°07'38"E 406.54'

PARCEL ID: 12-054-0069  
HIGHLAND CITY CORPORATION

PARCEL ID: 12-054-0068  
WORLTON, EVELYN H

ANNEXATION AREA  
51,775 SQ. FT.  
1.189 ACRES

UTAH COUNTY  
HIGHLAND CITY

PARCEL ID: 50-047-0016  
TODD AND CHRISTINA KIRKHAM FAMILY TRUST

N0°15'04"W 112.53'

PARCEL ID: 12-054-0126  
WATHEN, BOYD J & JOYCE P

PARCEL ID: 12-054-0240  
MINER, MARK & DARCY

S89°52'22"W 127.82'

PARCEL ID: 12-054-0239  
MINER, MARK KAY & DARCY LEE

EXHIBIT B  
Form of Annexation Agreement



When Recorded, Return to:  
Highland City  
5400 West, Civic Center Dr  
Highland, UT 84003



ENT 70155=2024 PG 1 of 13  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2024 Oct 10 01:11 PM FEE 0.00 BY LM  
RECORDED FOR HIGHLAND CITY

## ANNEXATION AGREEMENT

The parties HIGHLAND CITY (“the City”), a Utah municipality and a political subdivision of the State of Utah, and TRENT LYNN SMITH, trustee of the LESCO IRREVOCABLE TRUST DATED FEBRUARY 17, 2011, (the “Petitioner”), enter into this Annexation Agreement (this “Agreement”), effective as of the date it is executed by the parties following the approval of the City Council (the “Effective Date”).

### RECITALS

**A.** Petitioner owns certain real property located within Utah County that is adjacent to the municipal boundaries of the City, described as Utah County parcel 12:054:0025 and more particularly described in **Exhibit A** attached hereto (the “Property”).

**B.** Petitioner has requested annexation of the Property, totaling approximately 1.13 acres, into the City (the “Annexation”), in order to access City utilities and facilities to facilitate the development or subdivision of the Property.

**C.** Adjacent to the Property is certain real property owned by Highland City (the “City Parcel”), described as Utah County Parcel 12:054:0069, more particularly described as: COM E ALONG SEC LN 1185.9 FT & S 16.5 FT FR NW COR, SEC 10, T5S,R1E, SLM; S 341 FT; W 54.5 FT; N 341 FT; E 54.5 FT TO BEG.

**D.** The approval and authorization of the Annexation is a legislative decision to be made by the appropriate city bodies and officials, to which approval Petitioner has no entitlement or vested right.

**E.** The City has adopted codes, ordinances, regulations, drawings, standards, specifications, policies, and resolutions (collectively, “City Code”) that govern the development of land, the construction of private and public infrastructure and buildings, and the connection to and use of City facilities and utilities.

**F.** Petitioner has requested certain waivers or modifications of City Code requirements that would normally apply to the development or subdivision of the Property, in connection with the Annexation.

**G.** The parties desire to enter into this Agreement to establish the terms and conditions by which the City approves of the Annexation of the Property and to determine the specific regulations and requirements of the City that will apply to the subdivision or development of the Property once it is annexed into the City.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**1. City Obligations.** All obligations of the City are subject to the reserved legislative powers of the City described in Section 5 *below*.

**1.1. Annexation Approval.** The City shall, to the extent permitted by Utah law and without waiving its right or duty to take the procedural steps and analyze the substantive considerations required by Utah law, grant Petitioner's annexation petition and annex the Property into the City, which approval is subject to and conditioned on Petitioner's execution of this Agreement and Petitioner's recordation of this Agreement against title to the Property.

**1.2. Annexation Protest.** If Annexation is protested and goes before the Utah County Boundary Commission, the City may, in its discretion, deny the Annexation or seek to obtain from the Boundary Commission approval for the Annexation. If the City decides to seek to obtain approval, the City shall coordinate its efforts with Petitioner.

**1.3. Zoning.** Upon successful Annexation, the Property shall be zoned R-1-20.

**1.4. City Parcel Use.** Petitioner shall be entitled to access, enter, and construct public street and utility improvements and related facilities upon the City Parcel, and the City agrees that City Parcel may be used by Petitioner to determine the frontage of new and additional lots within the Property, subject to and conditioned on the Petitioner's compliance with City Code regarding any subdivision or development of the Property and Petitioner's obligations in this Agreement. Petitioner shall be entitled and required to include the City Parcel within any future subdivision plat for the Property, in order for the City Parcel to be dedicated and platted as a public right of way and public street.

**2. Petitioner Obligations.** Petitioner shall comply with the following obligations, as the same are described below and as depicted in the concept plan attached as **Exhibit B**, which Exhibit is incorporated herein by reference.

**2.1. Recordation.** Petitioner shall be required, as a condition of approval of the Annexation, to record this executed Agreement against title to the Property and to ensure that no other interests, mortgages, liens, or other encumbrances have priority or precedence over this Agreement.

**2.2. Existing Home.** There is an existing home on the Property (the "Existing Home"), which is, as of the Effective Date, not connected to any City utilities, namely the City's culinary water, pressurized irrigation, or sewer system (collectively, "City Utilities"). If the Annexation is approved, Petitioner shall have the following obligations regarding the Existing Home and Property:

**2.2.1. Utilities.** Petitioner may or shall be required to connect the Existing Home to City Utilities as set forth herein.

**2.2.1.1.** Petitioner shall bear all costs and be responsible for the extension and connection of any utility mains, lines, and other facilities required to connect the Existing Home to City Utilities, if such connection is required or requested. All work, mains, lines, connections, and other facilities shall conform to the requirements of City Code.

**2.2.1.2.** Petitioner may connect the Existing Home to the City Utilities without subdividing or developing the Property. If at any time Petitioner desires to connect the Existing Home to the City's culinary water system, Petitioner shall also be required to connect the Existing Home to the City's pressurized irrigation system. Petitioner may, however, connect the Existing Home to the City's pressurized irrigation system without connecting the Existing Home to the City's culinary water system.

**2.2.1.3.** Petitioner shall connect the Existing Home to the City pressurized irrigation and sewer utilities at the time Petitioner subdivides or develops the Property. Petitioner shall also connect the Existing Home to the City culinary water system at the time Petitioner subdivides or develops the Property, unless Petitioner demonstrates that Petitioner has an adequate and safe source of culinary water that can serve the Existing Home, which source has been approved by and complies with all relevant City, Utah County, and State of Utah regulations, laws, and requirements.

**2.2.2. Impact Fees.** Prior to the effectiveness of the approval of the Annexation, Petitioner shall pay all impact fees for the Existing Home, as if the Existing Home were being built at the time of Annexation. If Petitioner fails to do so, the approval of the Annexation shall be void.

**2.3. City Utilities.** Petitioner shall complete, construct, install, assure, and warranty, according to City Code the improvements described below, and comply with the following obligations related to the use and connection of the Property to the City Utilities:

**2.3.1. Culinary Water.**

**2.3.1.1.** Petitioner shall not be required to dedicate water shares or rights to the City or to pay a fee in lieu of such dedication in order to connect the Existing Home or any new lot created within the Property to the City's culinary water system.

**2.3.1.2.** In the event Petitioner subdivides or develops the Property, Petitioner shall be required to extend a culinary water main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home (unless such connection is not required as set forth in Section 2.2.1.3 *above*) and the new lot created within the Property to the City's culinary water system. In all such work, Petitioner shall comply with City Code regarding culinary water facilities and connections.



### **2.3.2. Pressurized Irrigation.**

**2.3.2.1.** Petitioner shall be required to provide secondary water shares to the City as required by City Code for the Property. Such shares shall be provided when the Existing Home connects to the pressurized irrigation system or when Petitioner subdivides or develops the Property, whichever comes first. The amount of shares to be provided shall be based on the total acreage of the Property, regardless of any subdivision.

**2.3.2.2.** In the event Petitioner subdivides or develops the Property, Petitioner shall be required to extend a pressurized irrigation main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home and the new lot created within the Property to the City's pressurized irrigation system. In all such work, Petitioner shall comply with City Code regarding pressurized irrigation facilities and connections.

**2.3.3. Sewer.** Petitioner shall be required to extend a sewer main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home and the new lot created within the Property to the City's sewer system. In all such work, Petitioner shall comply with City Code and any regulation, code, or standard adopted by the Timpanogos Special Service District regarding sewer facilities and connections.

**2.3.4. Stormwater/Storm Drainage.** Petitioner shall provide stormwater facilities, such as storm drain inlets and sumps, in connection with all required street improvements and facilities, including those set forth in Section 2.4 *below*, as required by City Code.

**2.4. Streets and Related Facilities.** Petitioner shall comply with the following obligations related to the improvement, dedication, and construction of street and street facilities:

#### **2.4.1. 9600 North.**

**2.4.1.1.** Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements along the frontage of the Property adjacent to 9600 North (collectively, "9600 Improvements"): sidewalk, park strip, curb, gutter, and the remaining asphalt and road base required for 9600 North to comply with the City's 66-foot, two lane minor collector street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements and City Code. Petitioner shall also dedicate to the City the areas within the Property required for the 9600 Improvements.

**2.4.1.2.** Petitioner shall complete the 9600 Improvements in connection with the subdivision or development of the Property or within four (4) years from the Effective Date, whichever occurs first.

**2.4.1.3.** In the event that Petitioner fails to timely complete the 9600 Improvements, the City shall, in addition to any other remedy, be entitled to withhold any land use approval related to the Property until Petitioner completes the 9600 Improvements.

**2.4.1.4.** At any time, the City may elect to complete the 9600 Improvements. If the City does so elect, Petitioner shall be responsible to reimburse the City for the City's costs (including administrative, legal, engineering, labor, and material costs) related to the 9600 Improvements upon the City's issuance of a demand for reimbursement, which demand shall describe in reasonable detail the incurred costs. The City may also require such reimbursement in connection with any other fee or charge assessed against or levied upon Petitioner or the Property, and the City may also condition any future approval related to the Property or the Existing Home (including approval of utility connections, building permits, and other land use applications) on Petitioner's payment of such reimbursement costs.

**2.4.2. City Parcel Improvements.** Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements within the City Parcel and the portion of the Property dedicated to the City described in Section 2.4.3 *below*:

**2.4.2.1.** Petitioner shall provide half-street improvements, consisting of curb, sidewalk, gutter, road base, and asphalt, according to the City Code and the City's 56-foot standard subdivision street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements, provided that Petitioner shall only be required to provide 20 feet of asphalt in connection with such half-street improvements, rather than the typical 27 feet of asphalt otherwise required by City Code.

**2.4.2.2.** Petitioner shall extend the sidewalk beyond the City Parcel, within the Property, to the south property line of the Property, to align with a future cul-de-sac.

**2.4.3. Petitioner Dedication.** Petitioner shall dedicate to the City an approximately 1.5-foot wide area of the Property south of the existing home on the Property and adjacent to and fronting on the City Parcel, as a public right of way, such that the combined City Parcel and dedicated portion of the Property is able to contain the City's 56-foot standard subdivision street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements and City Code. This dedication and the City Parcel shall be included within any subdivision plat related to the Property in order to dedicate the same as a City-owned public right of way.

**2.5. Lehi Irrigation Ditch.** Petitioner shall work with the Lehi Irrigation Company to pipe or fill the Lehi Irrigation ditch located on the northwest corner of the Property. The decision

of whether to pipe or fill the ditch shall be made by the Lehi Irrigation Company. Petitioner shall complete all work related to the Lehi Irrigation ditch in connection with the improvements to 9600 North, and Petitioner shall be subject to and shall comply with the conditions, timing, and reimbursement terms that apply to 9600 North described in Section 2.4.1 *above*.

**2.6. Waiver of Rights.** By consenting to the conditions of approval of the Annexation and by executing this Agreement, Petitioner waives and releases any right Petitioner may have had to challenge the reasonableness, lawfulness, or appropriateness of the City's requirements regarding the utility, street, and Lehi Irrigation Ditch improvements set forth herein, which right Petitioner may have otherwise had pursuant to Utah Code § 10-9a-703. This includes any claim that the construction of all such improvements and the dedication of any related property were unlawful or unreasonable exactions, pursuant to Utah Code § 10-9a-508, or any challenge to the assessment or payment of impact fees required by this Agreement, pursuant to Utah Code §§ 11-36A-701, -703. Petitioner further agrees that the City may withhold approvals of subdivision plats, building permits, certificate of occupancy, utility connections, and other permits, applications, or licenses, in order to enforce and compel compliance with this Agreement, despite any provision to the contrary under Utah Code §§ 10-9a-509, -603(3)(a), -604.5, -802(2).

**3. Fees.** Petitioner agrees to pay all applicable fees of the City, Timpanogos Special Service District, Lehi Irrigation Company, and any other applicable government entity, as such fees exist on the applicable date when payment is due, including but not limited to utility fees, hookup fees, impact fees, inspection fees, construction and excavation permit fees, and application fees.

**4. Infrastructure Costs and Standards.** Petitioner is required, at Petitioner's sole expense and effort, to construct all infrastructure, project improvements, and system improvements required by this Agreement and City Code and to construct the same in the size, scale, location, magnitude, and capacity required by this Agreement and applicable provisions of the City Code.

## **5. Reserved Legislative Powers.**

**5.1.** This Agreement, or any part of this Agreement, will not limit the exercise of the police powers of the City to enact ordinances, standards, or rules regulating development, zoning, subdivision, growth management, transportation, annexation, municipal services, and other land use matters, or to determine the necessity and wisdom of the approval of any legislative matter related to this Agreement, including the Annexation and the zoning of the Property.

**5.2.** Both Parties understand that any legislative action by the City Council, including the approval of this Agreement and the approval of the Annexation, is subject to initiatives, referral, or challenge by individuals or groups of citizens. Petitioner agrees that the City may respond to, approve, or reject any initiative, referral, or challenge as the City deems appropriate in its discretion, guided by the standards in Utah law. Petitioner agrees that the City shall not be found to be in breach of this Agreement due to the City's response to, approval of, or rejection of any initiative, referral, or challenge or due to the success of an initiative, referendum, or challenge, so long as the initiative, referendum, or challenge



relates to any legislative act contemplated or undertaken in connection with this Agreement. In the case of a successful initiative, referendum, or challenge, this Agreement and the approval of the Annexation shall be voided.

**6. Compliance with City Requirements and Standards.** Unless otherwise expressly provided in this Agreement, Petitioner acknowledges that nothing in this Agreement will be deemed to relieve Petitioner from its obligations to comply with all applicable requirements, standards, specifications, drawings, regulations, policies, resolutions, and ordinances of the City for development of the Property and recordation of subdivision plats, including those related to the payment of unpaid fees, the approval of site plans or plats, the approval of building permits and construction permits, the construction and installation of public infrastructure, and the providing of completion and warranty assurances.

**7. Covenants Running with the Land.** The provisions of this Agreement will constitute real covenants, contract and property rights and equitable servitudes, which will run with all of the land subject to this Agreement. The burdens and benefits hereof will bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Each successor in interest will succeed only to those benefits and burdens of this Agreement, which pertain to the portion of the Property to which the successor holds title.

**8. No Agency, Joint Ventures or Partnership.** City and Petitioner are not agents of each other, and this Agreement creates no agency relationship, joint venture, or partnership between City and Petitioner.

**9. Representations.** The parties represent and warrant that the person signing this Agreement on behalf of each party is authorized to so sign and to bind the party to the obligations set forth herein, and that all steps and procedures required by a party to execute and enter into this Agreement have been completed.

**10. Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

**11. Default and Remedies.** Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party must, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within 30 days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within the 30-day period, the Party receiving such notice must, within the 30-day period, take reasonable steps to commence the cure or remedy of such default or breach, and must continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

**11.1.** Cure or remedy such default or breach, such as proceedings for injunctive relief, to compel specific performance by the Party in default or breach of its obligations, or declaring a material breach by the Party; and/or

**11.2.** In the case of a material uncured breach by Petitioner, the City may change the zoning designation for the Development, as determined by the City Council, or withhold any land use application approval, including the approval of any building permit, certificate of occupancy, or subdivision plat, until the breach is cured. If the remedy of a zone change is pursued, the Petitioner agrees not to contest the City's action to rezone.

## **12. Other Miscellaneous Terms.**

**12.1. Certain Meanings.** The singular will include the plural; the masculine gender will include the feminine; "shall" and "will" and "must" are mandatory; "may" is permissive.

**12.2. Severability.** If any provision of this Agreement or application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

**12.3. Construction.** This Agreement has been reviewed and revised by legal counsel for Petitioner and the City, and no presumption or rule that ambiguities will be construed against the drafting Party will apply to the interpretation or enforcement of this Agreement.

**12.4. Further Assurances, Documents, and Acts.** Each of the parties agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement will be carried out by each party as allowed by law.

**12.5. Assignment.** This Agreement, any portion of the Property, and any of the provisions, terms or conditions hereof cannot be assigned or transferred by Petitioner to any other party, individual or entity, without likewise assigning the obligations of the Petitioner under this Agreement to such Party. The rights of the City under this Agreement will not be assigned.

**12.6. Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.

**12.7. Attorney Fees.** If any Party hereto is required to engage the services of counsel by reason of default of another party, including in connection with the default procedures set forth in Section 11 *above*, the non-defaulting party will be entitled to receive from the defaulting party the non-defaulting party's costs and reasonable attorney's fees, both before and after judgment, including any appeals thereof, and whether or not suit be filed or if the provisions of this Agreement are enforced through arbitration.

**12.8. Mediation.** In the event of a dispute concerning the terms or conditions of this Agreement or arising out of this Agreement the parties may but shall not first be required to seek resolution of the dispute via mediation.

**12.9. Notices.** Any notice, demand or document which any party is required to be in writing, and may be personally delivered or given or made by United States registered or

certified mail, return receipt requested, or by overnight delivery service (e.g., Federal Express), addressed as follows:

To the City:

Highland City  
Attn: Mayor and City Administrator  
5400 W Civic Center Dr. Ste. 1  
Highland, UT 84003

To the Petitioner:

**13. Term.** The term of this Agreement shall be a period commencing on the Effective Date and expiring on December 31, 2070.

~~SIGNATURE PAGES TO FOLLOW~~





**PETITIONER**

TRENT LYNN SMITH, trustee of the LESCO IRREVOCABLE TRUST DATED FEBRUARY 17, 2011

By: [Signature]  
Printed Name: Trent Lynn Smith  
Title: Trustee

STATE OF UTAH    )  
                          : ss  
County of UT    )

On the 9 day of October, 2024, personally appeared before me, Trent Lynn Smith, the Trustee of Petitioner, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.



[Signature]  
NOTARY PUBLIC

**Exhibit A**

*Legal Description of the Property*

**Commencing at a fence intersection East along the Section line 1006.40 feet and South 16.50 feet from the Northwest corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 125.00 feet along a fence line; thence South 392.04 feet; thence West 125.00 feet; thence North 392.04 feet to the point of beginning.**

**Area 1.125 AC**



