

INTERLOCAL COOPERATION AGREEMENT
ESTABLISHING AN ANNEXATION BOUNDARY LINE

This agreement is made by and between Highland City, a municipality organized and existing under the laws of the State of Utah and Lehi City, a municipality organized and existing under the laws of the State of Utah.

WHEREAS, the Highland City western boundary and the Lehi City eastern boundary are adjacent to each other; and

WHEREAS, the actual contour of the land makes providing of municipal services in some areas near this line more economical for Highland and in other areas near the line more economical for Lehi; and

WHEREAS, in order to avoid disputes between the parties over areas of annexation, it is desirable to agree upon and designate a line which will represent Highland's western limits of annexation and Lehi's eastern limits of annexation; and

WHEREAS, the parties have been able to agree upon such a designated line;

NOW THEREFORE, the parties hereby agree, pursuant to the Interlocal Cooperation Act, Utah Code Annotated, Section 11-13-1 et seq. (1953, as amended) as follows:

1. In order to comply with the requirements of Sections 11-13-6 and 11-13-7, Utah Code Annotated (1953, as amended) the parties make the following representations:

A. The duration of this agreement is as set forth in paragraph 6 below.

B. No separate legal or administrative entity is required or created by this agreement.

C. The purpose of this agreement is as set forth in the preamble to this agreement.

D. This agreement does not give rise to a joint or cooperative undertaking which requires financing.

E. The method of termination of this agreement is as set forth in paragraph 6. Further, there will be no jointly owned property arising from this agreement.

F. No administrator or joint board is required to be appointed or established pursuant to this agreement.

G. There will be no real or personal property acquired, held or disposed of pursuant to this agreement.

2. The boundary line described on Exhibit "A" attached hereto shall constitute the westernmost boundary of the area covered by the Highland City General Plan for land Use and Annexation and the easternmost boundary of the area covered by the Lehi City General Plan for Land Use and Annexation. Exhibit "B" attached hereto plots said boundary line on a map of the area.

3. From and after the date of this agreement and during the term thereof, Highland City shall not annex, or encourage, entertain, or accept a petition for annexation of any land located west of the line described above without the prior written consent of Lehi City. From and after the date of this agreement and during the term thereof, Lehi City shall not annex, or encourage, entertain, or accept a petition for annexation of any land located east of the line described above without the prior written consent of Highland City.

4. The written consent described in paragraph 3 above shall not be

unreasonable withheld if the petitioning property owner requests annexation across said boundary line and it appears to the City Council of the city whose consent is required that the city to whom the property owner wishes to be annexed can reasonably provide services to said property without adversely affecting existing, planned, or potential services of the consenting city during the term of this agreement.

A. The intending purpose of this paragraph is to accommodate annexation requests by single household and small-parcel property owners whose properties are situated adjacent to said boundary line.

B. It is not intended to apply to large parcels of primarily undeveloped property or to properties not situated adjacent to the boundary line established herein (or as subsequently modified). Owners and/or developers of such properties may request consent from a city to allow annexation of their properties to the city situated on the opposite side of the boundary line, but the city from whom consent is sought need not justify any refusal to render the desired consent.

5. Highland City hereby agrees to permit a city street access from the Cedar Hollow Subdivision on to 6800 West Street at a location between 9600 North and 10800 North. The specific location of the access will be determined hereafter as mutually agreed upon by Lehi City, Highland City and the affected owners of private property adjacent to 6800 West.

6. This agreement shall be binding upon the parties for a period of fifteen years from the date hereof. Thereafter, it shall automatically be extended for successive periods of six years each unless either party shall give written notice of termination to the other party at least 60 days prior to the expiration of the original term or any extension

thereof.

7. This agreement supersedes any oral or written discussions, negotiations, or agreements concerning the annexation boundary line of each city. This document may be amended only by written agreement of the parties hereto.

8. This agreement shall not take effect until it has been approved by the city councils of Highland City and Lehi City, and has been approved as to form and compatibility with the laws of the State of Utah by each municipality's city attorney. Thereafter, an original of this agreement shall be filed with each municipality's City Recorder.

9. A violation of this agreement constitutes valid and sufficient grounds for a protest before the Utah County Boundary Commission in addition to any judicial action deemed necessary to enforce this agreement and to protect the municipality offended or injured by such violation.


10. In the event of a breach of this agreement, the breaching party shall be obligated and responsible to pay the reasonable attorney's fees and costs of the nonbreaching party, whether or not litigation is commenced, including but not limited to any court costs and other costs of litigation, and any costs associated with a protest which may be occasioned as a result of such breach.

IN WITNESS WHEREOF, the parties have executed this agreement by authority of motions of their respective city councils this 18th day of May, 1999.

Highland City

By: Jess Adamson
Jess Adamson, Mayor

ATTEST:
Winifred Jensen
Winifred Jensen, City Recorder

A circular corporate seal for Highland City. The outer ring contains the text "HIGHLAND CITY" at the top and "CORPORATE SEAL" at the bottom. The center of the seal features a stylized signature, likely of the City Recorder, Winifred Jensen.

APPROVED:

City Attorney

Lehi City

By: Kenneth J. Greenwood
Kenneth J. Greenwood, Mayor

ATTEST:

Connie Ashton
Connie Ashton, Recorder

APPROVED:

Kenneth A. Rushton
Kenneth A. Rushton, City Attorney

Boundary Line Map revised and adopted
by Highland City Council Nov. 16, 1999.

HIGHLAND CITY - LEHI CITY
PROPOSED BOUNDARY LINE AGREEMENT
NOVEMBER 23, 1999

A proposed boundary line agreement lying within Sections 3, 10, and 15 of Township 5 South, Range 1 East, and Sections 34, and 27 of Township 4 South, Range 1 East Salt Lake Base and Meridian, and being more particularly described by the following courses and distances:

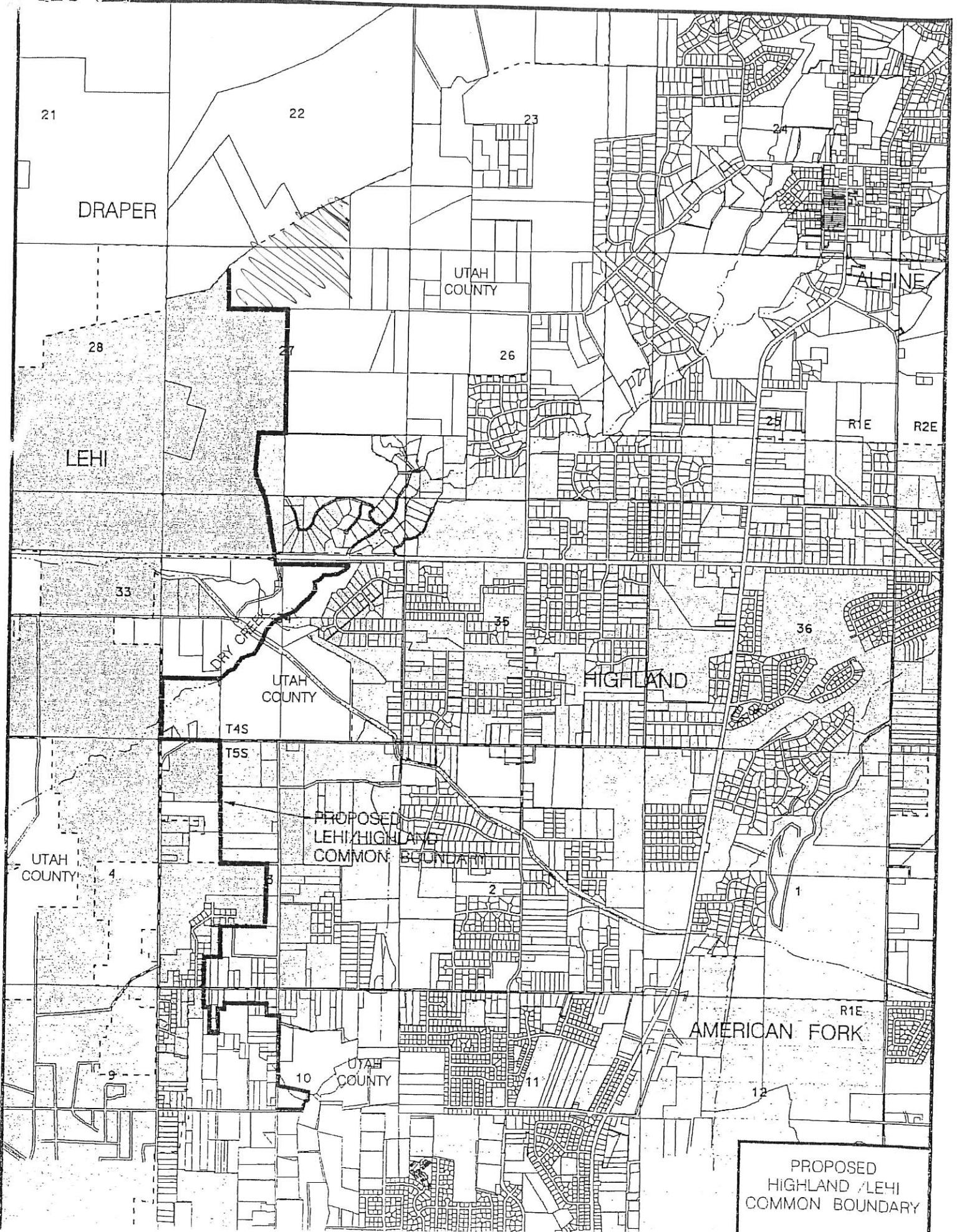
Beginning at a point on the south line of US-89(State Street), which point is 1499.00 feet N. 89°59'24" W. and 1211.16 feet South from the North Quarter corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 139.98 feet, more or less, to a point on the existing Lehi City boundary line; thence along said Lehi City boundary line the following four (4) courses and distances: (1) S. 62°44'24" E. 329.66 feet, (2) N. 01°45'06" E. 44.15 feet, (3) S. 62°30'00" E. 630.34 feet, (4) N. 02°36'00" E. 1031.13 feet; thence S. 66°27'01" E. 3.68 feet, more or less, to a point on the existing American Fork City boundary line; thence along said American Fork City boundary line the following two (2) courses and distances: (1) N. 02°36'00" E. 404.35 feet, (2) N. 02°36'00" E. 37.88 feet, more or less, to a point on the north line of Section 15; thence N. 89°59'24" W. 258.59 feet, more or less, along said north line of Section 15 to a point on the existing Lehi City boundary line; thence North 1319.86 feet along said Lehi City boundary line; thence N. 81°53'54" W. 21.86 feet; thence N. 00°05'53" E. 548.42 feet; thence N. 89°40'58" E. 268.16 feet; thence N. 00°29'04" W. 761.05 feet, more or less, to the southerly right-of-way line of 9200 North Street; thence S. 89°56'16" E. 593.42 feet, more or less, along said southerly right-of-way line of 9200 North Street to a point on the easterly right-of-way line of 6800 West Street; thence along said easterly right-of-way line of 6800 West Street N. 06°23'19" W. 52.25 feet to a point on the southerly line of a Lehi City parcel; thence along said Lehi City parcel the following eight (8) courses and distances: (1) N. 89°59'59" E. 519.08 feet, (2) N. 18°12'05" E. 182.72 feet, (3) N. 69°08'47" E. 67.50 feet, (4) N. 17°43'12" E. 74.01 feet, (5) N. 11°20'11" W. 111.89 feet, (6) N. 57°44'59" E. 25.42 feet, (7) N. 78°56'18" W. 482.92 feet, (8) N. 78°56'18" W. 199.51 feet to a point on the easterly right-of-way line of 6800 West Street; thence N. 00°18'15" W. 1330.60 feet along said easterly right-of-way line of 6800 West Street, thence S. 80°24'25" E. 5.01 feet to the existing Highland City Boundary.

Running thence from a point on the existing Highland City Boundary, said point being 763.16 feet South and 11.89 feet East from the South Quarter corner of Section 3, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running N. 80°24'25" W. 50.22 feet, more or less, to the westerly line of said 6800 West Street; thence N. 0°31'11" W. 172.18 feet; thence S. 89°49'45" W. 225.85 feet; thence N. 0°12'54" W. 248.76 feet; thence S. 89°45'47" W. 939.57 feet; thence S. 0°36'17" E. 116.93 feet; thence S. 89°56'01" W. 142.27 feet; thence S. 0°39'37" E. 515.88 feet; thence S. 89°56'01" W. 181.08 feet; thence N. 0°07'07" W. 551.31 feet; thence S. 89°48'27" W. 118.80 feet; thence N. 0°51'59" W. 382.79 feet, more or less, to the southerly line of 9600 North Street; thence N. 6°18'54" W. 38.67 feet, more or less, to the northerly line of said 9600 North Street; thence N. 0°08'44" E. 648.43 feet; thence N. 89°24'44" E. 329.90 feet; thence N. 0°33'32" W. 668.04 feet; thence N. 89°46'28" E. 1013.20 feet; thence N. 0°11'54" W. 1349.10 feet, more or less, to the centerline of 10000 North

Street; thence N. 89°30'44" W. 1022.35 feet, more or less, along the centerline of said 10000 North Street; thence N. 1°26'03" W 2616.64 feet, more or less, to the centerline of 10400 North Street; thence S. 89°53'08" W. 1267.08 feet; thence N. 0°14'22" W. 409.84 feet, more or less, to the southerly boundary line of the Lehi City well property; thence along the boundary of said Lehi City well property the following three (3) courses and distances: (1) N. 90°00'00" E. 45.00 feet, (2) N. 0°00'00" E. 45.50 feet, (3) N. 84°17'25" W. 45.22 feet; thence N. 0°11'32" W. 858.73 feet; thence N. 89°56'00" E. 1237.15 feet, more or less, to the centerline of Dry Creek; thence along said Dry Creek centerline the following thirteen (13) courses and distances: (1) N. 33°00'46" E. 100.29 feet, (2) N. 68°37'14" E. 149.64 feet, (3) N. 37°39'32" E. 400.52 feet, (4) N. 76°19'53" E. 346.27 feet, (5) N. 20°53'42" E. 514.57 feet, (6) N. 38°11'28" E. 345.44 feet, (7) N. 64°49'46" E. 501.87 feet, (8) N. 42°51'55" E. 612.51 feet, (9) N. 00°23'22" E. 178.31 feet, (10) N. 53°34'53" E. 275.64 feet, (11) N. 85°19'56" E. 274.97 feet, (12) N. 58°33'52" E. 235.98 feet, (13) N. 15°54'04" E. 83.15 feet, more or less, to a point 50.00 feet south of the southerly Right-of-Way line of State Road 92 (11000 North Street); thence S. 89°25'40" W. 1559.51 feet, more or less, along a line 50.00 feet south of said southerly Right-of-Way line; thence N. 9°40'00" W. 1336.51 feet; thence N. 12°50'26" W. 79.96 feet; thence N. 19°43'54" W. 93.69 feet; thence N. 24°05'32" W. 433.34 feet; thence N. 20°37'54" W. 25.61 feet; thence N. 13°25'43" W. 48.72 feet; thence N. 3°52'45" W. 83.59 feet; thence N. 3°49'13" E. 779.94 feet; thence N. 90°00'00" E. 579.99 feet; thence N. 0°01'38" W. 2651.31 feet; thence S. 89°59'14" W. 1317.48 feet; thence N. 0°00'13" W. 887.91 feet, more or less, to the southerly boundary line of Draper City.

Basis of Bearing: Utah State Plane Coordinate System - Central Zone.

The above boundary line agreement description was derived from an office survey based on the Utah County GIS mapping and Highland City / Lehi City / American Fork City Annexation Plats. A field survey was not performed to verify bearings, distances, city boundary lines or property lines.



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DRAPER

UTAH COUNTY

ALPINE

28

27

26

LEHI

R1E

R2E

33

DRY CREEK

UTAH COUNTY

HIGHLAND

36

T4S

T5S

PROPOSED
LEHI/HIGHLAND
COMMON BOUNDARY

UTAH COUNTY

4

2

R1E

AMERICAN FORK

9

10

UTAH COUNTY

11

12

PROPOSED
HIGHLAND /LEHI
COMMON BOUNDARY