



ENT 49604:2025 PG 1 of 11

ANDREA ALLEN

UTAH COUNTY RECORDER

2025 Jul 2 03:20 PM FEE 0.00 BY KC

RECORDED FOR HIGHLAND

MAINTENANCE AGREEMENT

RESIDENT

Highland City
5400 W. Civic Center Dr., Ste. 1
Highland, Utah 84003

Colleen Carter
10612 N. Canterbury Drive
Highland UT 84003

WHEREAS, Highland City ("City") owns certain property ("Property") that is adjacent to Resident; and

WHEREAS, Resident desires to improve and maintain Property for the public good; and

WHEREAS, City has determined that it is in the public interest to enter into this Agreement;

THEREFORE, in consideration of the promises, covenants, and conditions contained herein, and other good and valuable consideration, the parties agree as follows:

TERMS

1. PROPERTY. The Property associated with this Agreement is the city owned property adjacent to Resident's property, specifically described and set forth in Exhibit "A". Property's boundaries shall be established by the City.
2. AUTHORIZATION TO IMPROVE AND MAINTAIN PROPERTY. City authorizes Resident to make certain improvements as described herein ("Improvements") and to maintain the Property in a manner that contributes to the beautification of the City. Resident understands that Improvements and maintenance costs are the responsibility of Resident. City shall not be responsible to reimburse, repair, or maintain any Improvements made by Resident, or to indemnify or otherwise compensate Resident for any damage, loss, or injury caused by the City's or the public's use of the Property. Resident understands the purpose of this agreement is to benefit the city as a whole, not to advantage individual homeowners. Resident agrees and acknowledges that the authorization granted herein is sufficient consideration for this Agreement, and that Resident is not entitled to any other consideration or right pursuant to this Agreement.
3. DUTIES OF RESIDENT. Resident is responsible for the care, maintenance, upkeep, repairs, and condition of Property, and agrees to comply with all laws and City Ordinances in maintaining Property. Resident shall not allow any nuisance, hazard, or unsightly debris upon Property.
4. USE OF PROPERTY. This Agreement does NOT convey any easement, interest, lease or property right to Resident. No use shall interfere with Property's primary purpose as open space or other public uses and purposes, as determined by the City. Property should be considered and treated like "common area" for the enjoyment of all Highland citizens. No Highland residents can be barred from using the property, and any attempt by Resident to exclude other residents shall constitute a material breach of this Agreement. Resident's use of Property is non-exclusive. Any uses of Property shall be consistent with a residential character. No commercial uses of the Property are permitted.
5. COVENANT TO RUN WITH THE LAND. This Agreement is intended by the parties to run with the land, and its benefits and obligations, including in particular the obligation to remove improvements after termination of this Agreement, shall inure to and bind the successor-owners of Resident's property. Resident shall record this Agreement with the county recorder's office as against Resident's property to notify future owners and shall pay all fees associated therewith, or Resident shall reimburse the City's cost to record the Agreement against Resident's property, if Resident does not record the Agreement.

6. TERM. The term of this Agreement is for five (5) years from the date Resident pay the applicable fee, the Agreement is approved by the City, the Agreement is executed by both parties, and the Agreement is recorded. The Agreement shall automatically terminate, without notice or recourse, after this initial term, unless Resident or the owner of Resident's property requests that the Agreement be renewed. A request for renewal shall require a processing fee, will be reviewed by the City, and may be approved on the same or different terms, as determined solely by the City.
7. TERMINATION. This Agreement may be terminated at any time for any reason by either party, upon written notice to the other party. Upon termination, Resident or the owner of Resident's property shall be responsible for removing without compensation any and all improvements installed by Resident that the City requests be removed. If Resident or the owner of Resident's property fails to remove any such improvements, Resident agrees, for themselves and their successors in interest, that the City may remove the improvements and charge the costs of doing so to Resident or the owner of Resident's property. If the city initiates the termination of the agreement, Resident or the owner of Resident's property shall remove the encroachment within 30 days or as authorized by the City, or have the City remove the same as set forth above.
8. IMPROVEMENT PLAN. Resident agrees not to install Improvements upon encroached Property until it has submitted an Improvement Plan, paid the processing and application fee set by the City Council, and obtained written approval from the City. The Improvement Plan shall show with reasonable detail the planned Improvements and landscape plan. City has the ability to approve or deny any Improvement at its discretion (for general guidelines, see 'Permitted and Prohibited Improvements' below). Improvements must be made within 90 days of approval by the City, unless a longer time is expressly granted. If Resident does not follow the approved Improvement Plan, such is considered a material breach of this Agreement and may cause this Agreement to be terminated by City. Resident shall obtain prior City approval of any desired amendments, additions, or changes to the Improvement Plan according to the process set forth in this Agreement.
9. PERMITTED AND PROHIBITED IMPROVEMENTS. The intent of this Agreement is to encourage private initiative and to incentive Resident efforts to beautify City's open space. Both Resident and City benefit from this mutual cooperation. However, City does not want to foster a sense of entitlement on the part of Resident, who does not own or control the Property. To balance these objectives, City has created guidelines to assist all parties in determining what Improvements are appropriate for public open space when it is maintained by a private party. In that spirit, Resident acknowledges that Improvements are intended for the public good, and should not convey the impression that Property is an extension of Resident's own parcel.

Subject to City approval of Improvement Plan, the following Improvements are generally consistent with the character described above; however, each Plan will be reviewed on a case-by-case basis:

- A. The maximum irrigatable space cannot be more than 2500 square feet. Anything over 2500 square feet must be improved and maintained without requiring irrigation or sprinklers. Grass and sprinkler systems may only cover up to 2500 square feet of the Property, and any sprinkler or irrigation system may require a heightened water bill as a consequence of their extra water usage
- B. Grass, small vegetation, flowers and bushes, provided they are not be planted in a manner that "fences" off the space from other users.
- C. Desert landscaping
- D. Small gardens
- E. Trees where they will not obstruct, interfere with or encroach upon Property's unique characteristics, utilities, easements or encumbrances

The following items are not consistent with the character described above:

- A. Decks
- B. Landscape boulders
- C. Structures or sheds
- D. Swimming pools
- E. Curbing
- F. Fire pits
- G. Storage of personal belongings, tools, equipment, vehicles or trailers
- H. Trampolines, children's play structures, swings, or attractive nuisances
- I. Any improvement which restricts or limits access to Property
- J. Digging other than for sprinkler installation (Resident agrees to not dig unless the Property has been blue staked)
- K. Any grading of Property unless approved by City in writing
- L. Any Improvement not expressly authorized and approved by City as part of an Improvement Plan
- M. Animals or animal enclosures

10. CITY'S RIGHTS UNAFFECTED. Nothing in this Agreement limits the City's or the public's right to and enjoyment of the Property, including access to and right of entry upon Property at any time. City may conduct its own infrastructure and trails maintenance on Property and use Property according to City's needs. City shall not be required to notify Resident prior to entering onto or using the Property.

11. ASSUMPTION OF RISK; HOLD HARMLESS. Resident assumes all responsibility for its use, maintenance, or improvement of Property and agrees to indemnify City for any claims arising out of its use, maintenance or improvement of Property.

12. NOTICES. Any written notice hereunder to Resident shall be deemed to have been given when delivered personally or deposited in the United States mails, postage prepaid, addressed to Resident at its address set forth above or at such other address as may be last known to City.

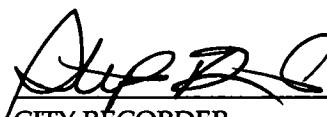
13. SEVERABILITY. The unenforceability or invalidity of any one or more provisions hereof shall not render any other provisions herein contained unenforceable or invalid and each term, covenant and condition hereof shall be enforced to the fullest extent permitted by law.

14. INTERPRETATION AND ENFORCEMENT. The laws of the State of Utah shall govern the validity, construction, performance and enforcement of this Agreement.

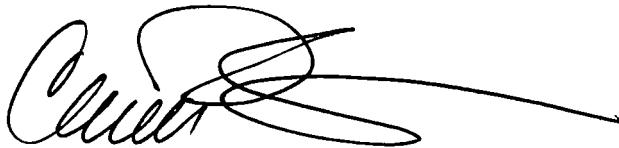
HIGHLAND CITY


 CITY ADMINISTRATOR 
 DATE: 7/1/25

Attest:


 CITY RECORDER 
 Stephannie B. Cottle

RESIDENT



Carrie Madsen - Power of Attorney for Coleen Carter

NAME:

DATE: April 24, 2025

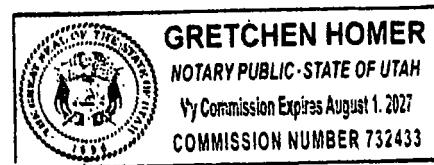
STATE OF UTAH)
: ss.
COUNTY OF Utah)

The foregoing instrument was subscribed and sworn to before me this 24th day of
April 24th 2025, by Carrie Madsen - power of attorney for Coleen Carter



Notary Public

RESIDENT



NAME:

DATE:

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this ____ day of
20 ____ by _____.

Notary Public

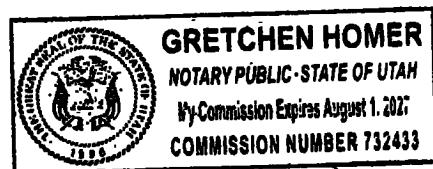
State of UtahCounty of Utah

On this 1st day of July, in the year 2025, before me,
Gretchen Homer a notary public,
personally appeared Erin Wells, proved on
the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this
instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.



Notary Signature

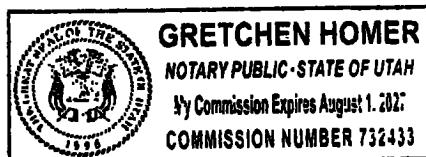
State of UtahCounty of Utah

On this 1st day of July, in the year 2025, before me,
Gretchen Homer a notary public,
personally appeared Stephannie B Cottle, proved on
the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this
instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.



Notary Signature



April 24, 2025

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To: Highland City

From: Homeowner Coleen Carter
10612 N Canterbury Drive
Highland, UT 84003

Letter Explaining proposed use and management of City-owned open space behind home.

When we purchased the home, all hardscape, grass, and most of the landscaping was already in place.

To enhance the view from the back of the home, we planted seven trees across the back of the property to block the view of the open field with weeds. That field was recently sold to a developer who has built a solid wall fence behind said trees. These trees do not obstruct, interfere with or encroach on the property's unique characteristics, utilities or encumbrances.

There are no physical structures on the City-owned space. There is nothing blocking passage across the City-owned space.

All sprinklers are within our property lines. The amount of City-owned space that has grass and seven trees at the rear of our yard totals approximately 2070 square feet. We water that area with our existing sprinklers.

It appears that there are two spots of cement curbing (approximately two feet wide) at the rear of one side of the yard that extends 24" into the City-owned space. (See attached arial photo with circled image.) This curbing does not "fence" off any space from other users.

Regarding the City-owned space at the rear of our yard:

We propose that the City let's us leave that curbing intact until such time that the City improves or changes it's open space. We propose that the City let's us leave the improvement of grass and trees that are planted in the City-owned space. We propose that we will continue to water and mow the grass and prune the trees that are in that space. We propose that we will continue to leave that space open and available to access and we will not put any structures (permanent or otherwise) in that space.

No other improvements to the property are planned or requested.

Thank you for your consideration.

Coleen Carter, represented by her daughter Carrie Madsen
(Please see second page)

I, Carrie Madsen, have power of attorney to act on my mother's behalf. My father, Richard Carter – who is also listed as a homeowner – passed away recently in March of 2025. My mother (who is 87 years old) has asked that myself and my brother take care of her affairs.

I have written this letter and am taking care of this issue for her on her behalf.

Please feel free to reach out to me if you have any questions or if you need additional information.

Carrie Madsen
10577 N Canterbury Drive
Highland, UT 84003
[REDACTED]

10612 N. Canterbury Drive

Utah County Parcel Map

Map Search

Search by Parcel Serial:

Enter Serial

Search by Address:

10612 N CANTERBUR

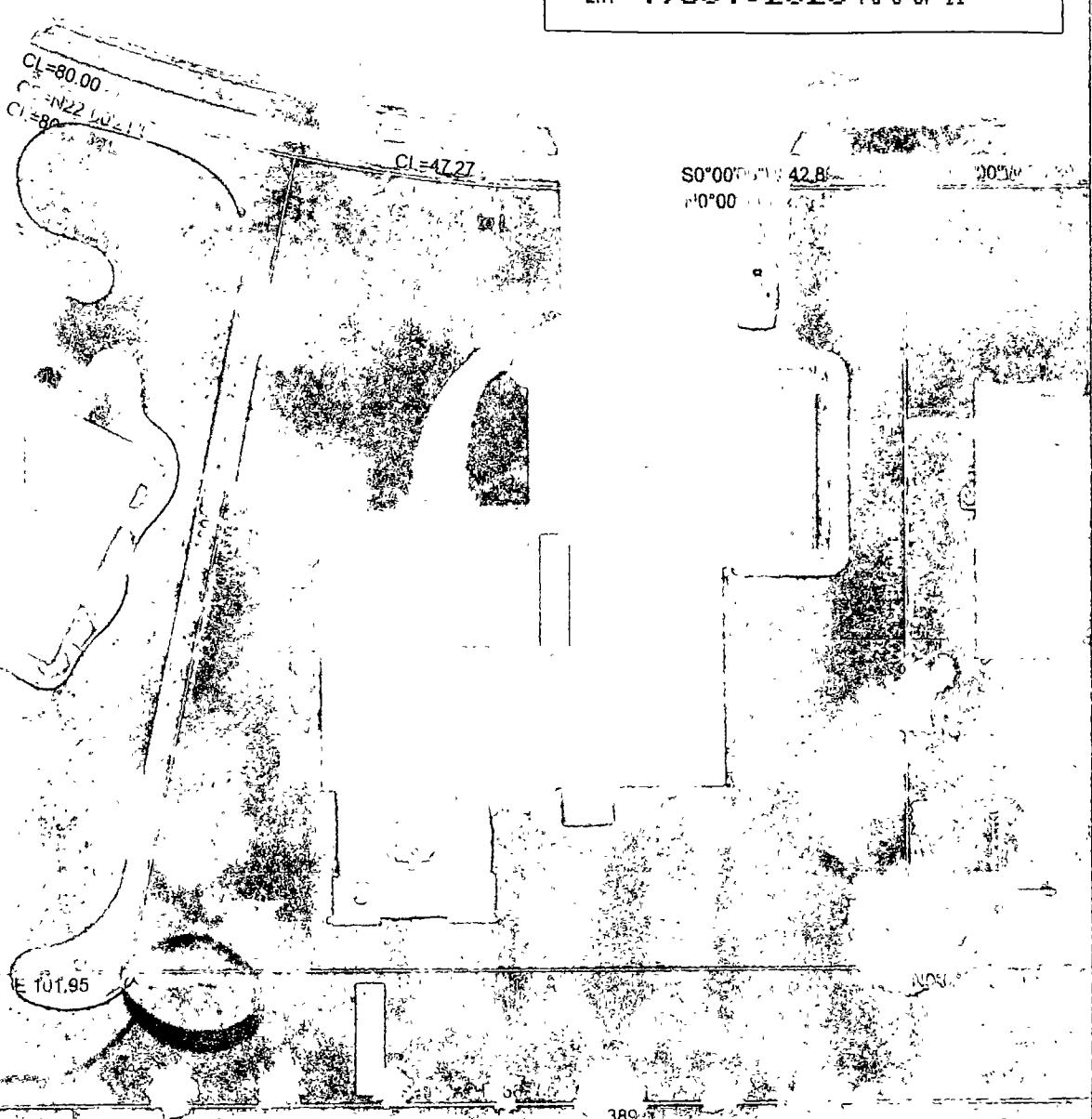
Search by Parcel Owner:

Enter Name

Search by City:

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SO⁰00'00" W 42⁰00'00" N
10⁰00'

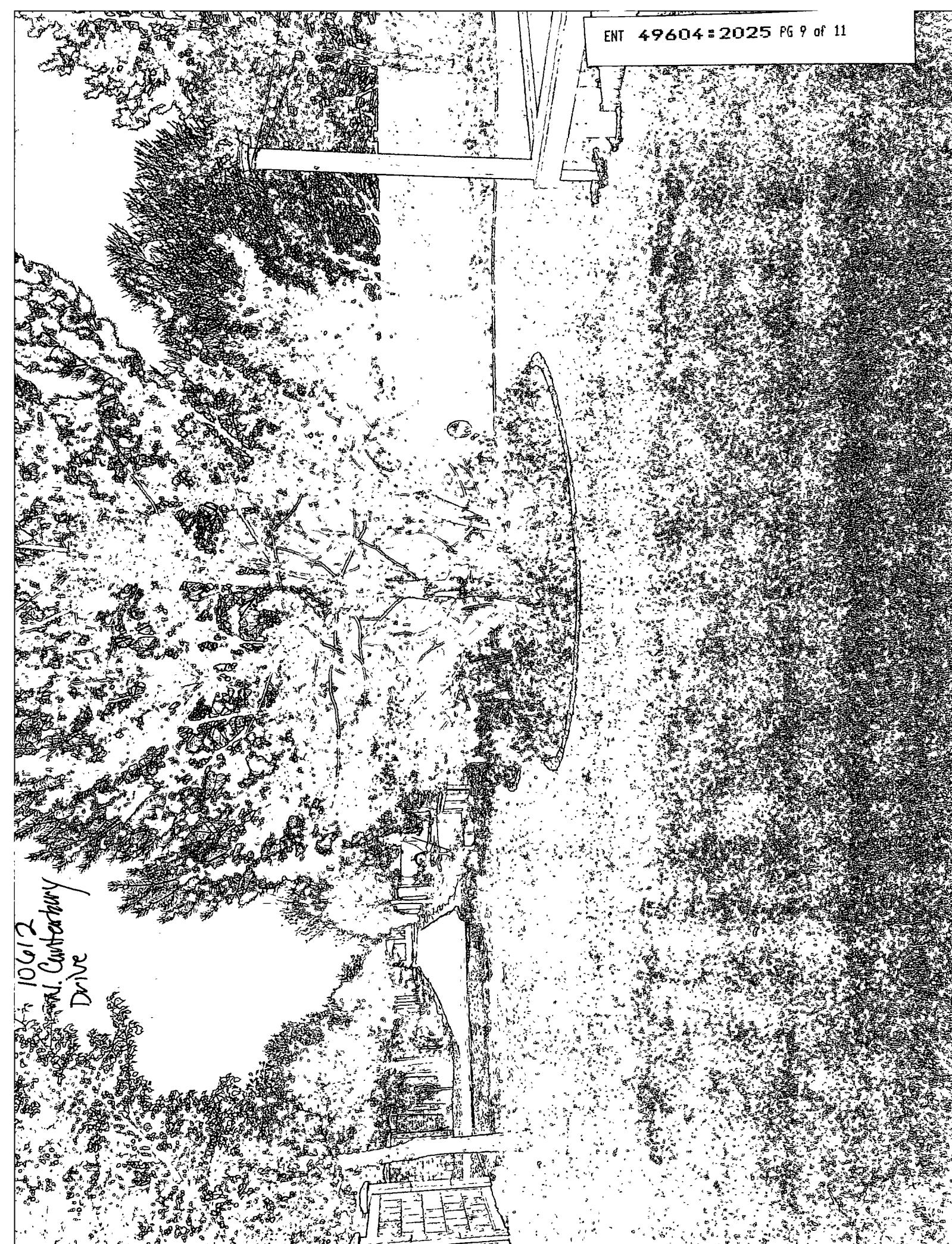


Utah County

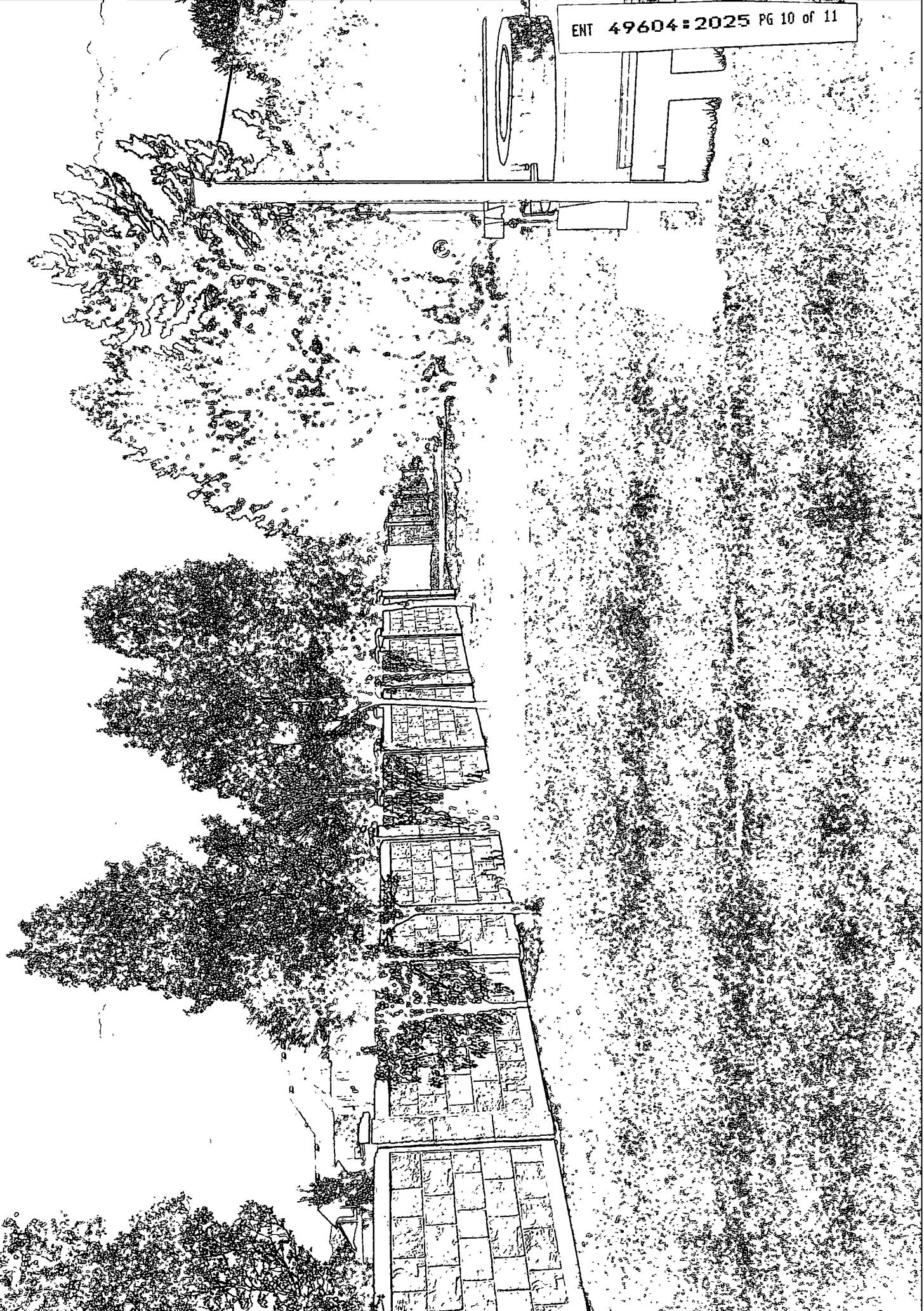
Utah County
HEART OF UTAH

Utah County- This online map is for reference only and no liability is assumed for any inaccuracy, incorrect data or variations from an actual survey.

Powered by Esri



10612
R. Canterbury
Drive



10612 N. Canterbury Drive, Highland



PROPERTY INFORMATION

[mobile view](#)

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Serial Number: 36:979:0164 **Serial Life:** 2003...

Property Address: 10612 N CANTERBURY DR - HIGHLAND

Mailing Address: 10612 N CANTERBURY DR HIGHLAND, UT 84003

Acreage: 0.274

Last Document: 73485-2010
Subdivision Map Filing
Taxing Description: LOT 164, PLAT G, CANTERBURY NORTH SUBDV. AREA 0.274 AC.

***Taxing description NOT FOR LEGAL DOCUMENTS**

Owner Names	Value History	Tax History	Location	Photos	Documents	Aerial Image
2011...	<u>CARTER, COLEEN B</u>					
2011...	<u>CARTER, RICHARD G</u>					
2006-2010	<u>PARKER, DENTON WADE</u>					
2006-2010	<u>PARKER, KRISTEN J</u>					
2005	<u>CANTERBURY DEVELOPMENT & INVESTMENT INC</u>					
2003-2004	<u>MELVIN V AND MARY C FRANDSEN FAMILY LLC</u>					
2003-2004	<u>PATTERSON CONSTRUCTION INC</u>					

Additional Information

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[Comments or Concerns on Value/Appraisal - Assessor's Office](#)
[Documents/Owner/Parcel information - Recorder's Office](#)
[Address Change for Tax Notice](#)

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