Lehi Redevelopment Agency of Lehi Meeting
Agenda
October 27, 2026

7:00 PM - Lehi Civic Center, Council Chambers, (131 N. 100 E., Lehi, UT 84043)

1. Welcome and Roll Call

2. Regular Agenda

   2.1. Consideration of Resolution #R2026-09 approving an Economic Development Agreement with Garff Properties-Meadow Pointe, LLC.
   Redevelopment Agency Resolution Garff.docx
   Agreement RDA Economic Development Garff Incentive Final.pdf

3. Adjournment

- Public is invited to attend all open meetings
- In compliance with the Americans with Disabilities Act, the City of Lehi will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 385-201-2269
- This Agenda has been posted in accordance with Utah Code §§ 63G-30-102
- Agendas may be amended up to 24 hours prior to a meeting
- A Closed Meeting may be called to order pursuant to Utah Code §§ 52-4-204 & 52-4-205
- The order of agenda items may change to accommodate the needs of the legislative body, staff, or the public
- Electronic participation may be permitted for one or more members of the legislative body and staff

Agenda Item No: 2.1

Redevelopment Agency of Lehi Agenda Item Report

Meeting Date: October 27, 2026
Submitted By: Teisha WIlson
Submitting Department:
Item Type: Resolution
Agenda Section: Regular Agenda

Subject:
Consideration of Resolution #R2026-09 approving an Economic Development Agreement with Garff Properties-Meadow Pointe, LLC.

Summary:

Attachments:

Redevelopment Agency Resolution Garff.docx

Agreement RDA Economic Development Garff Incentive Final.pdf

LEHI REDEVELOPMENT AGENCY

RESOLUTION NO. [RESOLUTION NUMBER]

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF LEHI CITY APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT WITH GARFF PROPERTIES-MEADOW POINTE, LLC

WHEREAS, the Redevelopment Agency of Lehi City, a Utah community reinvestment agency (the "Agency"), is authorized to undertake activities that further the economic development and community reinvestment objectives of the Agency and Lehi City (the "City");

WHEREAS, Garff Properties-Meadow Pointe, LLC, a Utah limited liability company (the "Developer"), owns approximately 36.52 acres of real property located within the corporate limits of the City and within the Meadow Pointe Community Reinvestment Area (the "CRA"), as more particularly described in the Economic Development Agreement presented to the Board of Directors of the Agency (the "Board");

WHEREAS, the Developer has completed construction of Jaguar Land Rover and Porsche automobile dealerships on the property and intends to develop additional new automobile dealerships within the CRA (collectively, the "Project");

WHEREAS, the proposed Economic Development Agreement between the Agency and the Developer (the "Agreement"), substantially in the form attached to this Resolution as **Exhibit A**, requires the Developer to construct the Project in material compliance with the Agreement, all required project approvals, and applicable law, with all planning, design, development, construction, site-preparation, and grading costs borne solely by the Developer;

WHEREAS, the Board has reviewed the Agreement and finds that approval and performance of the Agreement will advance the purposes of the CRA and serve the vital and best interests of the Agency and the City and the health, safety, and welfare of the City's residents; and

WHEREAS, the Board desires to approve the Agreement and authorize its execution and implementation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LEHI CITY REDEVELOPMENT AGENCY that the attached Development Agreement is approved and the Chairman is authorized to execute the agreement.

PASSED AND ADOPTED BY THE BOARD OF THE LEHI CITY REDEVELOPMENT AGENCY ON THIS ____ DAY OF OCTOBER 2026.

_____
Paul Binns, Chairman

Attest:

_____
Jason Walker, Executive Director

The Economic Development Agreement between the Redevelopment Agency of Lehi City and Garff Properties-Meadow Pointe, LLC is attached hereto and incorporated herein by reference.

EXHIBIT A

DEVELOPMENT AGREEMENT

ECONOMIC DEVELOPMENT AGREEMENT

This **ECONONOMIC DEVELOPMENT AGREEMENT** ("Agreement") effective as of the date the last party signs below ("Effective Date"), is made by and between the **REDEVELOPMENT AGENCY OF LEHI CITY**, a Utah community reinvestment agency (hereinafter the "Agency"), and **GARFF PROPERTIES-MEADOW POINTE, LLC**, a Utah limited liability company ("Developer"). The Agency and the Developer together are referred to as the "Parties."

RECITALS

A. Developer owns approximately 36.52 acres of real property (the "Site") located within the corporate limits of Lehi City (the "City") and within the Meadow Pointe Community Reinvestment Area ("CRA") and more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference.

B. Pursuant to that certain Development Agreement dated June 14, 2011 between the City, IR Lehi LLC and Thanksgiving Station LLC (the "Development Agreement"), the City has certain obligations with respect to the construction of public infrastructure to support the development of the Site.

C. Developer has previously completed construction of a new Jaguar Land Rover and a new Porsche automobile dealership on the Site and intends to move forward with additional new car dealerships (the "Project").

D. This Agreement and Developer's development of the Project are in the vital and best interest of the City, the health, safety, and welfare of its residents, and in accord with the goals, objectives and public purposes of the City and the provisions of applicable state and local laws and requirements affecting the City.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the Agency and Developer agree as follows:

1. RECITALS INCORPORATED.

The recitals are hereby incorporated by reference into this Agreement and are a material part of this Agreement.

2. DEVELOPMENT OF THE SITE

2.1 Description of the Project. The Project shall consist of Developer's development of the Site to construct new automobile dealerships within the CRA on or before December 31, 2039. Developer shall construct the Project in material compliance with (i) the terms and conditions of this Agreement, (ii) the Project Approvals, and (iii) applicable law. Developer shall ensure that all designs prepared for the Project shall be (1) prepared by an architect and development team that is recognized as having the requisite expertise and ability, and (2) approved by the manufacturers as being compliant with manufacturer standards.

2.2 Project Approval. As a condition precedent to the development of the Project under this Agreement, Developer shall obtain from the City all permits and approvals necessary for the Project as required in this Agreement, by applicable State law, by the Lehi Municipal Code (the "City Code"), and all other applicable laws (collectively, the "Project Approvals"). In the event of a conflict between manufacturer standards and Project Approvals, the Project Approvals shall control.

2.3 Entitlement Process; Processing. Developer acknowledges that the requirements set forth in this Article 2, including, without limitation, the construction and completion of the Project, are material considerations for the participation by the Agency in this Agreement, and that but for such requirements, the Agency would not have entered into this Agreement. Further, Developer understands that the Agency shall conduct its typical governmental functions and exercise of its police powers in its capacity as the jurisdiction responsible for land use and building permit approvals.

2.4 Cost of Construction. All of the cost of planning, designing, developing and constructing the Project, including site preparation and grading, shall be borne solely by Developer.

2.5 Rights of Access. For purposes of assuring compliance with this Agreement, representatives of the City shall have the right of access to the Site at normal construction hours during the period of construction and upon reasonable prior notice to Developer, including but not limited to, the inspection of the work being performed in the construction of the Project. The Agency shall indemnify, defend and hold Developer harmless from any loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property (collectively, "Claims") arising from or related to the Agency's or the City's inspection of the Project as permitted by this Section 2.5. Notwithstanding the prior sentence, the Agency shall not be liable for such Claims to the extent and in the proportion that the same is ultimately determined to be attributable to the gross negligence or willful misconduct of Developer, or its agents, representatives, employees, owners, managers or consultants. This section does not apply to, limit or otherwise restrict or impose conditions on any inspection or entry right the City has pursuant to State law or the City Code.

3. AGENCY PARTICIPATION

3.1 Impact Fees. Agency created the CRA per a Development Agreement dated June 14, 2011, under which, as described in the CRA budget approved by the Agency, and previous to the execution of this Agreement, Agency has reimbursed the City impact fees for two new dealerships (the Jaguar Land Rover and Porsche dealerships mentioned above) for a total of $445,239.95. This amount fully satisfies the amount to be credited to Developer for the Jaguar Land Rover and Porsche dealerships.

Agency has agreed to pay the City for impact fees related to Developer's construction of new automobile dealerships based on the following formula: Agency will pay the City up to

$1,500,000 of impact fees in aggregate for impact fees assessed to Developer for the Project after the execution of this Agreement. The incentive expires upon the sooner of $1,500,000 of impact fees being assessed against the Project and paid by the Agency to the City or December 31, 2039. The incentive can only be used for new car dealerships constructed after the effective date of this Agreement and will not be applied against costs associated with the construction of used car or consignment sales dealerships.

3.2 Non-Eligible Fees. The following costs are considered "hard costs" and do not qualify for reimbursement under this Agreement: i) all charges associated with City connection fees (i.e. the cost of procuring and placing meters); and ii) any costs imposed by the Timpanogos Sanitary Sewer District ("TSSD").

3.3 Process for Application of Impact Fee Credit. Before submitting building permit applications, Developer shall contact the City Economic Development Director ("Director") to notify him/her of the building permit application(s) being submitted. The Director shall coordinate with the City Building Department to credit the assessed impact fees to Developer. Once the Building Department has assessed the fee for a building permit, the Director shall notify the City's Finance Director of the amount which shall then be paid to the City by the Agency from available Agency funds. It shall be the responsibility of the Director to both verify that the building permit is for a new automobile dealership constituting part of the Project, and to track the cumulative amount of the impact fee credit to Developer. But in no event will the impact fee credit to Developer exceed $1,500,000. Any error in calculating the impact fee credit that exceeds $1,500,000 shall be paid by Developer.

4. DEFAULTS AND REMEDIES

4.1 Default. The failure by any party to perform any action or adhere to any covenant or representation or warranty required by this Agreement within the time periods provided herein following notice and an opportunity to cure as described in this Section 4.1, constitutes a "Default" under this Agreement. The breach of any representation or warranty by a party as set forth in this Agreement also constitutes a "Default" under this Agreement following notice and an opportunity to cure as described hereafter. A party claiming a Default shall give written notice of Default to the other party specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default as to non-monetary Defaults if such party within thirty (30) days from receipt of such notice (or such longer period of time as may be reasonably necessary under the circumstances and due to the nature of the claimed Default, but in no event to exceed ninety (90) days) promptly, with due diligence, commences to cure, correct or remedy such failure or delay and thereafter completes such cure, correction or remedy with due diligence. As to monetary Defaults, a cure period of ten (10) days upon written notice shall apply.

4.2 Institution of Legal Actions; Remedies. In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, or to obtain any other remedy consistent with the purpose of this

Agreement. Such legal actions must be instituted in the Fourth Judicial District Court of Utah County, State of Utah, or in the Federal District Court in the District of Utah.

4.3 Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party.

4.4 Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

4.5 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

4.6 Applicable Law. The internal laws of the State of Utah shall govern the interpretation and enforcement of this Agreement, without regard to conflict of law principles.

5. TRANSFERS AND ASSIGNMENTS

5.1 Related Party and Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, the rights, interests, duties and obligations of Developer under this Agreement may be transferred by Developer to: (i) a "Related Person or Entity" (as defined below), (ii) after the substantial completion of the Project, in connection with the sale or other disposition of all or a portion of Developer's interest in the Project, or (iii) upon the approval of the Agency, such approval not to be unreasonably conditioned, withheld or delayed. As used in this Agreement, a "Related Person or Entity" shall mean an entity which (1) controls, is controlled by or under common control with Developer; or (2) possesses the financial and operational capability to fulfill all of the covenants, agreements, and conditions of this Agreement and can demonstrate, based on pro formas, projections, or other documentation, that the entity expects to generate an amount of Site Taxes similar to what Developer expect to generate, regardless of whether the Related Person or Entity actually generates a similar amount. Developer shall, to the extent in Developer's possession, provide whatever reasonable documentation is requested by Agency to satisfy the requirements of this section. The foregoing shall not be construed as any restriction on Developer's right to transfer ownership of the Site subject to Section 5.2 below.

5.2 Successors and Assigns. All of the terms, covenants and conditions of this Agreement shall run with the Site and be binding upon Developer and the Agency and their successors and assigns. Whenever the term "Developer" or "the Agency" is used in this Agreement, such term shall include any other successors and assigns. Notwithstanding the foregoing, (i) upon any assignment that is permitted under Section 5.1, the transferor Developer

shall be fully released from any obligations and liabilities under this Agreement, provided, that the transferee Developer shall have assumed all rights, duties, and obligations of the Developer under this Agreement, and (ii) notwithstanding that this Agreement shall run with the Site, upon any transfer of the Site or any portion thereof, all rights and obligations of Developer under this Agreement, including, without limitation, the right to receive payments under Article 3, shall remain solely with Developer, unless Developer assigns its rights hereunder as permitted under Section 5.1. Notwithstanding the conveyance of any portion of the Site, Developer shall be conclusively deemed to have retained all rights and obligations under this Agreement unless a notice is recorded that such rights and obligations have been assigned and assumed by a transferee in accordance with Section 5.1.

GENERAL PROVISIONS

6.1 Notices. All notices under this Agreement shall be effective (i) upon personal delivery, (ii) upon delivery by reputable overnight courier that provides a receipt with the date and time of delivery, (iii) via facsimile, so long as the sender receives confirmation of successful transmission from the sending machine, or (iv) two (2) business days after deposit in the United States mail, registered or certified, postage fully prepaid, and addressed to the respective parties as set forth below or as to such other address as the parties may from time to time designate in writing:

To the Agency:	Redevelopment Agency of Lehi City 153 North 100 East Lehi, UT 84043 Phone No.: 385-201-1000 Facsimile No.: 385-201-1278 Attention: Redevelopment Administrator
With a copy to:	Dax Derop c/o 111 East Broadway, Suite 900 Salt Lake City, UT 84111 Phone No: 801-257-3400 Facsimile No: 801-428-1968
To Developer:	Garff Properties – Meadow Pointe LLC 111 East Broadway, Suite 900 Salt Lake City, UT 84111 Phone No: 801-257-3400 Attention: VP Real Estate

6.2 Relationship Between the Agency and Developer. It is hereby acknowledged that the relationship between the Agency and Developer is not that of a partnership or joint venture and that the Agency and Developer shall not be deemed or construed for any purpose to be the agent of the other.

6.3 Counterparts; Electronic Signatures. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. Signatures delivered electronically, including by portable document format or electronic signature platform, shall be effective as original signatures.

6.4 Integration. This Agreement, including the Exhibits hereto, contains the entire understanding between the parties relating to the transaction contemplated by this Agreement, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

6.5 Attorneys' Fees. In any action between the parties to interpret, enforce, reform, modify, rescind, or otherwise in connection with any of the terms or provisions of this Agreement, the prevailing party in the action shall be entitled to its reasonable costs and expenses including, without limitation, litigation costs and reasonable attorneys' fees.

6.6 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to any section numbers are to sections in this Agreement, unless expressly stated otherwise.

6.7 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

6.8 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

6.9 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law and consistent with the mutual intent of the parties as expressed herein.

6.10 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in the Utah Code.

6.11 Legal Advice. Each party represents and warrants to the other the following: it has carefully read this Agreement, and in signing this Agreement, it does so with full knowledge of

any right which it may have; it has received independent legal advice from its legal counsel as to the matters set forth in this Agreement, or has knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, it has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or its agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

6.12 Time of Essence. Time is expressly made of the essence with respect to the performance by the Agency and Developer of each and every obligation and condition of this Agreement.

6.13 Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.

6.14 Authority. The person(s) executing this Agreement on behalf of each party represent and warrant that (i) such party is duly organized and existing, (ii) such party is duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which such party is bound.

6.15 Term. Unless otherwise terminated in accordance with the terms of this Agreement, the term of this Agreement shall commence on the Effective Date and shall terminate on the date that the final payment by Agency has been made pursuant to the terms of Article 3 above.

[Remainder of Page Left Blank - Signatures on Following Page]

IN WITNESS WHEREOF, the Agency and Developer each hereby represents that it has read this Agreement, understands it, and hereby executes this Agreement to be effective as of the day and year first written above.

"DEVELOPER"

GARFF PROPERTIES – MEADOW POINTE, LLC, a Utah limited liability company

By: _____

Date:_____, 2026

Print Name: _____

Its:

"AGENCY"

REDEVELOPMENT AGENCY OF LEHI CITY, a Utah community reinvestment agency

By: _____

Print Name:_____

Date:_____, 2026

Its:_____

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

1.