



HIGHLAND PLANNING COMMISSION AGENDA

TUESDAY, AUGUST 25, 2026

Highland City Council Chambers, 5400 West Civic Center Drive, Highland Utah 84003

VIRTUAL PARTICIPATION



YouTube Live: <http://bit.ly/HC-youtube>



Email comments prior to meeting: planningcommission@highlandut.gov

7:00 PM REGULAR SESSION

Call to Order: Chair Christopher Howden

Invocation: Commissioner Debra Maughan

Pledge of Allegiance: Commissioner Audrey Moore

1. UNSCHEDULED PUBLIC APPEARANCES

Anyone may share information with the Planning Commission. If your comments require a response, staff or an official will contact you. Please limit your comments to three minutes per person. Please state your name.

2. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion. Items on the consent agenda may be pulled for separate consideration.

- a. **Approval of Meeting Minutes - July 28, 2026 General City Management**
Heather White, Deputy City Recorder

3. ACTION ITEMS

Items in this section are to be acted upon individually. A report will be given on these items.

- a. **PUBLIC HEARING/ORDINANCE: Skye Estates Assisted Living Project Development Agreement Land Use (Legislative)**
Rob Patterson, City Attorney/Planning & Zoning Administrator
The Planning Commission will consider a proposed legislative development agreement with LIHAI, LLC, to facilitate a proposed assisted living project within the commercial subdistrict of the Skye Estates PD, located on the lot south of the clubhouse.

4. COMMUNICATION ITEMS

Items in this section are for notification and update. No final action will be taken.

ADJOURNMENT

In accordance with Americans with Disabilities Act, Highland City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at (801) 772-4505 at least three days in advance of the meeting.

ELECTRONIC PARTICIPATION

Members of the Planning Commission may participate electronically during this meeting.

CERTIFICATE OF POSTING

I, Rob Patterson, City Attorney/Planning & Zoning Administrator, certify that the foregoing agenda was posted at the principal office of the public body, on the Utah State website (<http://pmn.utah.gov>), and on Highland City's website (www.highlandut.gov).

Please note the order of agenda items are subject to change in order to accommodate the needs of the Planning Commission, staff and the public.

Posted and dated this agenda on the 20th day of August, 2026
Attorney/Planning & Zoning Administrator

Rob Patterson, City

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL PLANNING COMMISSION MEETINGS.
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HIGHLAND PLANNING COMMISSION MINUTES

TUESDAY, July 28, 2026

Highland City Council Chambers, 5400 West Civic Center Drive, Highland Utah 84003

Awaiting Formal Approval

7:00 PM REGULAR SESSION

Call to Order: Chair Christopher Howden

Invocation: Commissioner Audrey Moore

Pledge of Allegiance: Chair Christopher Howden

The meeting was called to order by Commission Chair Christopher Howden as a regular session at 7:00 PM. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting. The prayer was offered by Commissioner Audrey Moore and those in attendance were led in the Pledge of Allegiance by Commission Chair Christopher Howden.

PRESIDING: Chair Christopher Howden

COMMISSIONERS

PRESENT: Jerry Abbott, Sherry Kramer, Debra Maughan, Audrey Moore, Wesley Warren, Alternate Steve Scharmann

CITY STAFF PRESENT: City Attorney/Planning & Zoning Coordinator Rob Patterson, Deputy City Recorder Heather White

OTHERS PRESENT: Jon Hart, Elizabeth Rice

1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

No comments were offered.

2. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion.

Items on the consent agenda may be pulled for separate consideration.

a. Approval of Meeting Minutes – June 30, 2026 General City Management

Heather White, Deputy City Recorder

Commissioner Kramer MOVED to approve the June 30, 2026, meeting minutes. Commissioner Warren SECONDED the motion. All present were in favor. The motion carried unanimously.

Highland Planning Commission Minutes ~ July 28, 2026

3. ACTION ITEMS

Items in this section are to be acted upon by the city council. A report will be given on these items.

a. ACTION: PUBLIC HEARING – Sight Triangle Regulations *Land Use (Legislative) Rob Patterson, City Attorney/Planning & Zoning Administrator*

The Planning Commission will hold a public hearing to consider a proposed amendment to the Development Code regarding sight triangle regulations.

Mr. Patterson explained that there were multiple sight triangle regulations standards within city code. The proposed amendments created one standard and added clarification. He explained the purpose for sight triangle regulations and reviewed the details of the proposed amendment. Current city code included 14-foot sight triangle regulations. Staff recommended implementing sight triangle regulations only for commercial driveways because of the variety of residential driveways. Staff also recommended that nothing over three feet was permitted within the sight triangle or to regulate the width of tree trunks and spacing. He mentioned that most of the trees would be in park strips and could be maintained by the city.

The Planning Commission discussed sight triangle measurements and regulations. They would apply to both public and private roads. The Commissioners discussed the need to designate school zones if they wanted to apply more regulations in specific areas.

Commission Chair Howden opened the public hearing at 7:19 PM and asked for public comment.

Resident Liz Rice voiced concern for houses that already had landscaping. She planned to replace her driveway in the future and did not think it was 14 feet from the corner. She had concerns about regulating sight triangles for residential driveways.

Commission Chair Howden asked for additional comments. Hearing none, he closed the public hearing at 7:20 PM and asked for additional discussion. He mentioned that commercial zones already had sight triangle regulations.

Planning Commissioners discussed tree trimming height standards. Mr. Patterson pointed out that trees hanging over a road needed to be trimmed to 14 feet and trees over sidewalks needed to be trimmed to eight feet. Most commissioners liked the idea of allowing trees within the sight triangle for shade. Commissioner Warren talked about the importance of keeping city-maintained trees trimmed so bikers were not hit by limbs.

Commissioner Abbott MOVED that the Planning Commission recommend approval of the proposed sight triangle amendments, removing it from residential, with keeping to AASHTO (American Association of State Highway and Transportation Officials) standards, with the exemption to plants and trees that need to be trimmed from three to eight feet and to be changed per the wording suggested by staff.

Commissioner Moore SECONDED the motion.

The vote was recorded as follows:

<i>Commissioner Jerry Abbott</i>	<i>Yes</i>
<i>Commissioner Christopher Howden</i>	<i>Yes</i>
<i>Commissioner Sherry Kramer</i>	<i>Yes</i>
<i>Commissioner Debra Maughan</i>	<i>Yes</i>
<i>Commissioner Audrey Moore</i>	<i>Yes</i>
<i>Commissioner Trent Thayne</i>	<i>Absent</i>

Commissioner Wesley Warren

Yes

Alternate Commissioner Steve Scharmann

Yes

The motion carried 7:0

b. PUBLIC HEARING/ORDINANCE: Landscaping Amendments Land Use (Legislative)

Rob Patterson, City Attorney/Planning & Zoning Administrator

The Planning Commission will hold a public hearing to consider amendments to the Development Code related to landscaping and water conservation standards, including standards that would allow residents to qualify for landscape modification rebates.

Mr. Patterson explained that the Parkway detail had been updated and that the Planning Commission was a big proponent of waterwise landscaping efforts. He said the council previously discussed different rebate options. Since then, CUWCD (Central Utah Water Conservancy District) relaxed some of the rebate restrictions. The standards to qualify for the CUWCD rebate required following State standards. Staff suggested adopting State regulations which gave residents the opportunity to potentially qualify for double the rebate. Standards were focused on prohibiting non-functional grass, prevent excessive turf, and prevent non-living landscaping.

Commissioner Moore recalled that sprinkler overspray was an issue brought up during previous discussions and thought watering needed to be part of the emphasis. Mr. Patterson explained that waterwise practices included drip irrigation for non-lawn. Lawn could still use spray, but regulations restricted lawn in narrow areas in order to avoid overspray. He said other watering recommendations in the code went into more detail.

Mr. Patterson reviewed the proposed regulations and showed pictures of what residential landscaping might look like. He mentioned that there was a process with CUWCD in order to get the rebate. Interested residents needed to talk with CUWCD first in order to get plan approval. If the proposed amendments were adopted, staff would promote the regulations and possible rebate options because it would benefit the city. The proposed regulations only applied to front and side yards.

Referring to the example landscaping picture, Commissioner Moore voiced concern about using a lot of concrete and worried about water drainage. She wondered if the city was promoting the use of concrete. Mr. Patterson said the proposed amendments included restrictions on the percentage of impervious surfaces used. It also included regulations for drainage purposes. Artificial grass would be considered non-living ground material, but not impervious. It would not count as part of the requirement of living material. A front yard could not be all artificial grass but parts of it could be.

Mr. Patterson showed an example of landscaping using the proposed commercial standards and didn't think new commercial developers would have a problem. He said most commercial sites already complied with the proposed amendments.

Mr. Patterson suggested implementing a limit for impervious material used outside of driveways, gathering areas, and activity zones. He proposed using 10-25 %. The Commissioners were in favor of educating residents and putting recommendations for irrigation systems, mulch depth, and plumbing fixtures in newsletters, etc. They did not think recommendations should be included in city code.

Commission Chair Howden spoke about park strips with only rock. He said it was very hot without landscaping and asked that the city be more effective about developer requirements for park strips. He thought developers needed to finish landscaping in park strips before they were given bonds. Commissioners discussed options of doing away with park strips by placing sidewalks next to streets on residential roads. Another option was to require irrigation sleeves.

Commission Chair Howden opened the public hearing at 7:48 PM and asked for public comments. Hearing none, he closed the public hearing at 7:48 PM and asked for additional discussion.

Mr. Patterson explained that the proposed amendment was written in a way that would apply to all zones within the city.

Commissioner Warren MOVED that the Planning Commission recommend approval of the proposed landscaping amendments, including the following:

- *Hardscaped limitation within landscaped areas be limited to 25%*
- *Nonbinding recommendations on sprinklers, mulch, and plumbing fixtures not be adopted*

Commissioner Steve Scharmann SECONDED the motion.

Question on the motion: Commissioner Kramer asked about the visual difference between 20% and 25%. Mr. Patterson explained that a standard R-1-40 lot typically had a front yard area of 4,000-5,000 sf. Maximum impervious material allowed would be 400-800 sf if the maximum was 25%. He said it might be the equivalent of a large entryway.

The vote was recorded as follows:

<i>Commissioner Jerry Abbott</i>	<i>Yes</i>
<i>Commissioner Christopher Howden</i>	<i>Yes</i>
<i>Commissioner Sherry Kramer</i>	<i>Yes</i>
<i>Commissioner Debra Maughan</i>	<i>Yes</i>
<i>Commissioner Audrey Moore</i>	<i>Yes</i>
<i>Commissioner Trent Thayn</i>	<i>Absent</i>
<i>Commissioner Wesley Warren</i>	<i>Yes</i>
<i>Alternate Commissioner Steve Scharmann</i>	<i>Yes</i>

The motion carried 7:0

4. Discussion Items

Items in this section are for discussion, and include supplementary information in the packet. No final action will be taken.

- ACTION: Current Residential Setback and Building Height Regulations** *Land use (Legislative)*
Rob Patterson, City Attorney/Planning & Zoning Administrator
The PC will review current building setbacks and height regulations.

The Planning Commissioners reviewed current building setbacks and height regulations. They talked about concerns with natural grade vs. finished grade. They voiced concern with measuring building height from finished grade and discussed various scenarios. There was interest in exploring definitions of how to measure the height of buildings. Mr. Patterson said he could research how it was measured in other cities. The Commissioners discussed height requirement wording changes to “back of curb” or “natural grade”. They agreed that redevelopment grading should be no higher than the previous grade.

The Commissioners talked about accessory buildings that could be converted into dwelling units. They emphasized that buildings should not be changed to dwelling units if setbacks were not met. They were fine with the setbacks as presented.

5. COMMUNICATION ITEMS

Items in the section are for notification and update. No final action will be taken.

Mr. Patterson mentioned the Utah Land Use Institute Fall Conference on October 22-23 and said he would email information about it. He encouraged the commissioners to attend. He reviewed upcoming city meetings. He mentioned that he could not attend the regularly scheduled August Planning Commission meeting. All agreed that the meeting would be moved to Thursday, August 27 at 7:00 PM.

ADJOURNMENT

Commissioner Maughan MOVED to adjourn the meeting. Commissioner Warren SECONDED the motion. All were in favor. The motion carried.

The meeting ended at 8:20 pm.

I, Heather White, Deputy Recorder, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on July 28, 2026. The document constitutes the official minutes for the Highland City Planning Commission Meeting.



PLANNING COMMISSION AGENDA REPORT ITEM #3a

DATE: August 25, 2026
TO: Planning Commission
PREPARED BY: Rob Patterson, City Attorney/Planning & Zoning Administrator
SPONSORED BY: Cole Cooper, on behalf of LIHAI LLC
SUBJECT: Skye Estates Assisted Living Project Development Agreement
TYPE: Land Use (Legislative)

PURPOSE:

The Planning Commission will consider a proposed legislative development agreement with LIHAI, LLC, to facilitate a proposed assisted living project within the commercial subdistrict of the Skye Estates PD, located on the lot south of the clubhouse.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission consider the proposed project and the proposed changes to the Skye Estates PD, as well as the potential impact on the Skye Estates Development and surrounding neighbors, and provide a recommendation to the City Council. If the Commission does not believe it has sufficient information, it can continue this item and direct the applicant to provide specific information for future consideration.

PRIOR REVIEW:

The Skye Estates Planned Development was discussed and approved throughout the latter end of 2012 and beginning of 2013, with development occurring over the next several years. The planned development document provides for three general subdistricts: a single-family residential area (generally known as Skye Estates), an active living/age-restricted senior living district (generally known as Stirling Pointe), and a professional office/retail district that included a clubhouse and future office/retail uses. Since approval of the planned development, the Skye Estates, Stirling Pointe, and clubhouse areas have been developed. The only remaining undeveloped area is the portion of the professional office/retail district south planned for office/retail uses. This area is contained within the currently vacant lot on the north-east corner of Highland Blvd and Grant Blvd, south of the clubhouse.

BACKGROUND & SUMMARY OF REQUEST:

Cole Cooper, on behalf of the owner of the property, seeks a legislative development agreement to facilitate an assisted living facility project within the commercial lot of the Skye Estates PD. The proposal is for a two-story, 75-unit facility, with both memory care and assisted living units. The project deviates in some ways from the current PD regulations for the property, which is why either a zoning amendment or a legislative development agreement is necessary. The original PD documents are attached, and the proposed changes are summarized below.

Uses - Add Assisted Living

The Skye Estates PD already allows, as permitted uses in the commercial district, "medical facilities"

and "skilled nursing facilities." While arguably this already allows for an assisted living development, the proposed development agreement expressly authorizes "assisted living and memory care facilities" as a permitted use, if developed generally in line with the proposed development plans included with the development agreement.

Building Size - Increase Allowed Building Size

The Skye Estates PD regulates density within the commercial district, allowing a minimum of 1 building of 5,000 square feet to up to 4 buildings with a total combined 42,000 square feet. The proposed assisted living facility would be a single building with up to 67,500 square feet. Other building design requirements would continue to apply, including the 40-foot building height restriction and building architecture requirements. In addition, the proposed development plan includes concept architecture for the building, and if the development agreement is approved, the building would be required to conform to that concept architecture plan.

Parking - Clarify and Reduce Parking Requirements Based on Proposed Use

The Skye Estates PD contemplated the commercial district would have 148 parking stalls in order to meet and exceed the City's generally applicable office parking requirement of 3 stalls per 1,000 square feet of building. There is no provision in the PD explaining what parking standard to use for other types of uses. The PD also does not specify how much parking should be provided for the HOA clubhouse, though if we assume the offices would be built to 42,000 square feet and require 3 spaces per 1,000 square feet, the planned offices would have been parked at 126 spaces, leaving 22 spaces out of the total planned 148 for the clubhouse.

The proposed development agreement would determine parking based on the parking standards already adopted by the City for assisted living uses under the Senior Care Assisted Living Overlay zone (SCALO). The SCALO zone was created for the Highland Glen assisted living facility on North County Blvd (previously known as the Ashford facility). The [SCALO zone](#) requires 0.5 parking stalls per unit, one parking stall per employee during regular business hours, and 1 accessible parking stall for bus/ambulance parking. The proposed Skye Estates assisted living facility will have 75 units. Using the SCALO parking requirements, the proposed facility would be required to provide approximately 45 parking spaces, based on expected staffing levels (37.5 spaces for the units and 1 space for each employee, with an expected 6-7 average employees during business hours), plus 1 accessible stall. The proposed Skye Estates assisted living project proposes a total of 60 parking stalls to be shared between the clubhouse and the assisted living facility, including 4 accessible stalls, and an additional covered entryway/loading area that is accessible by vehicles and ambulances. This leaves approximately 15 spaces for clubhouse uses (which has no specific parking requirement in the PD), though all parking would be shared between the facility and the clubhouse.

The applicant has provided a traffic study and is finishing a parking study to support this request. The traffic study reports that the assisted living facility will generate 156 visits (total 312 trips) per weekday, with morning and evening peak hours reaching 8-9 visits (16-18 trips). This amount of traffic and visits can be accommodated with the proposed parking, and the traffic study concludes trips generated will not have a significant impact on traffic. However, it does not address traffic and parking needs for the clubhouse. The applicant informed staff they were working on a parking study to confirm that the 60 parking stalls is sufficient for both uses; however, the study was not finished at the time of this report. It will be provided as soon as possible.

Other Matters

The proposed development agreement (drafted by staff), also includes some additional terms. It allows staff to be the land use authority for both architecture review and site plan approval, as was done with

the recent Highland Blvd daycare development agreement. So long as the Planning Commission and City Council are comfortable with the proposed building and site design, it seems to make sense to have this agreement constitute the Commission and Council approval, leaving staff to work out final details of building, site, and utility design with the applicant, so long as they conform to the approved agreement and concept plans.

The proposed development agreement also includes landscaping of the currently unimproved common area to the east of the facility. Landscaping of this area will include a 6-foot trail and benches along the wooded drainage channel, and turf would be allowed, as it will be a recreation area. Landscaping around the facility itself would be required to comply with the City's water-wise landscaping requirements.

All other development considerations would be addressed through the existing Skye Estates PD and generally applicable City zoning regulations.

STAFF REVIEW & PROPOSED FINDINGS:

Staff believes the proposed facility and use will serve a growing need in Highland. Skye Estates as a whole will become an age-in-place community, with its single-family areas, senior-restricted areas, and the proposed assisted living/memory care facility. The building and site design aligns with Highland standards, maintains a quasi-residential appearance, and finishes the needed landscaping and trail improvements required by the Skye Estates PD.

In reviewing the City's general plan, staff believes that this project is aligned with the general plan's goals. This property is designated in the future land use map as "Commercial," and the general plan describes the purpose of Mixed-Use, Commercial, and Office designated areas as creating "vibrant, attractive areas that include locally oriented businesses, professional offices, civic uses, and senior-friendly housing," including assisted living. Further, while this project would decrease the amount of planned office/retail space in the City, the City's economic analysis has determined that the City can only support approximately 151,000 SF of commercial uses at buildout. Currently, the City has planned for 200,000-300,000 SF of commercial spaces, outstripping what we can support. Facilitating the conversion of 42,000 SF of planned office/retail to assisted living accomplishes the goals set out in the general plan for senior living areas and reduces the unsupportable, excess commercial spaces in Highland.

The primary concern staff had in reviewing this proposal is parking, as staff wants to ensure that there will be sufficient parking for both the new assisted living facility and the existing clubhouse. Based on the City's experience with the City's SCALO parking requirements with the Ashford/Highland Glen facility, the provided parking should be sufficient for the assisted living facility. However, there remains a concern that while 60 stalls should be more than enough for the assisted living facility alone, it may not be sufficient for both the assisted living facility and the clubhouse. Staff is waiting to review the applicant's parking study that addresses this.

Staff drafted the development agreement and has no concerns with the other terms provided therein.

Notice of the Planning Commission's consideration of the proposed development agreement was published and mailed on August 13. As this is not a rezone, there was no mailed radius notice to adjacent property owners, so the mailed notice was only to affected entities and property owners, per state law. However, even though this is not a rezone, the applicant held a neighborhood meeting to inform nearby residents of the proposed project. This is not a City requirement, and the additional outreach efforts are appreciated by staff, as they help the adjacent residents who are most impacted to be better informed about the project. No comments have been received by City staff as of writing this

report.

MOTION:

I move that the Planning Commission recommend [APPROVAL | DENIAL] of the proposed Skye Estates Assisted Living Development Agreement.

ATTACHMENTS:

1. VICINITY MAP
2. Pages from Skye Estates PD
3. HC Development Agreement - Skye Estates Assisted Living
4. Concept Development Plans - Overall
5. Concept Development Plans - Site Plan
6. Highland Grant Blvd Assisted Living TGS 20260608 Signed

VICINITY MAP

6571 West Grant Blvd



Skye Estates – A Dynamic Planned Development in Highland

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Description

The Planned Development-1 Skye Estates District (PD-1) describes an 83.54 acre proposed multi-faceted project divided into three (3) general sub-districts: 1) Professional Office / Retail District (“Office”); 2) Active Living / Age-Restricted District (“Active Living”); and 3) Single Family Residential (“Single Family”).

The property is unincorporated, vacant land with no structures on site. The property is located generally east of Highland Boulevard and north of 11800. It is bordered on the east by Atlas Drive and a portion of the southern part of the zone is bordered by Mercer Drive, both of which are in Highland City. It is bordered on the North by Draper City. Lehi City is generally situated to its west.

Skye Estates incorporates old world Scotland with a twist of Western Urbanization. It is fully expected that the highest commitment to architectural quality, urban design and quality of life will be maintained as each neighborhood throughout the community is planned. This commitment will result in the creation of a community with a distinct neighborly appeal.

As Skye Estates is a private community with a significant amount of beautifying amenities, all lot owners / home owners (“Owner(s)”) shall be members of the Skye Estates Homeowners Association (“SEHOA”) that will maintain all onsite amenities. In order to maintain a high level of integrity all Owners will be bound to honor and abide by all of the SEHOA rules and regulations. Each Owner will pay an initial set-up fee to the SEHOA at the time of lot purchase. After each lot closing, regular monthly assessments will be billed to Owners. SEHOA bylaws and enforcement will be based on the PD-1 Zone.

The land developers of Skye Estates have each been Highland residents for over a decade and understand the importance of keeping home values high as well as maintain the progressive image of Highland. They have personal interest in maintaining Highland’s past and offering a unique theme that will be evident throughout the development. River cobble, which is a smooth rock, will appear in various forms in the amenities, entrances, trail heads, parks and business structures. This will in turn provide continuity throughout the community as well as reflect the Scottish heritage that Highland was founded upon. In early Scotland, land owners would construct rock piles to distinguish boundaries, property lines, trail heads and places of interest. Skye Estates will mimic this authentic Scottish tradition.

Skye Estates – A Dynamic Planned Development in Highland

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Skye Estates offers a range of lots and home sizes to accommodate family and economic needs. Compromises will not be made to the overall value of the community and strict CC&R guidelines, as legislated in the PD-1 Zone, will be adhered to even with functional lot sizes.

Skye Estates also includes convenient retail and professional services to the residents of the community. This sub-district maintains consistency with the rest of the development and maintains high architectural design and standards.

Land Use Designation

Currently the Skye Estates District has been designated by Highland City for future annexation but has not been designated as part of the Highland General Plan Zoning (“General Plan”). As such Skye Estates is proposed to be annexed and zoned as the PD-1 Zone in accordance with the PD Zoning Overlay Ordinance, as adopted by Highland City as Ordinance No. 2012-01 on January 3, 2012.

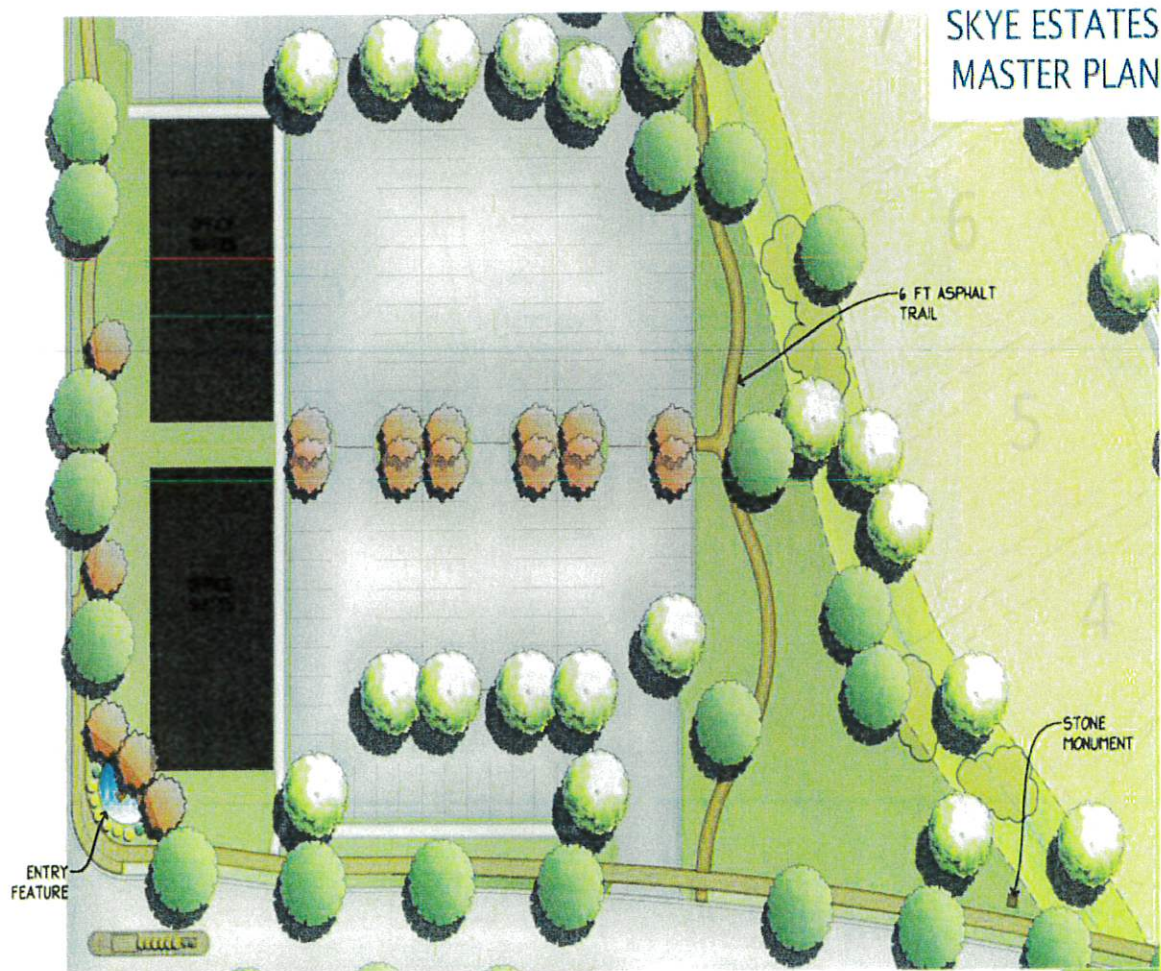
Although not included in the General Plan, the Skye Estates parcel includes elements that generally fit within the low density residential, senior housing and professional office sections of the Highland City Development Code (“Development Code”).

Development Code

Development standards that deviate from the Highland City Development Code, as amended, will apply in the case where no development standard is provided in the PD-1 Narrative. The Highland City staff shall determine the applicable development standard to apply.

Professional Office / Retail Sub-District

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COMMUNITY OFFICE SUITES

G.B.D
G. BROWN DESIGN INC

0 25 50 100
SCALE: 1" = 50'
DATE: MARCH 13, 2013



SKYE
ESTATES

Professional Office / Retail Sub-District

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Purpose

The purpose and intent of the Professional Office / Retail section in Skye Estates is to provide office and retail to citizens with the services they need or desire in a manner that will promote the health, safety, morals, convenience, order, prosperity, and general welfare of the present and future inhabitants of the city. The purpose and intent of the design guidelines have been devised as a method of achieving a high quality, cohesive design for Office / Retail and development in Highland City.

- ☉ Permitted Uses – The only Permitted Uses allowed in the Office / Retail District of the PD-1 District are as follows:

- Retail Merchandise and Food
- Restaurants
- Medical Facilities
- Skilled Nursing Facilities
- Professional Offices
- Sports & Fitness Centers
- Clubhouse and Other Recreational Amenities
- Office Signage
- Daycare or Nursery
- Educational Institutions

- ☉ Permitted Uses With Conditions – None

- ☉ Conditional Uses - None

- ☉ ALL USES NOT SPECIFICALLY PROVIDED FOR HEREIN ARE PROHIBITED

- ☉ Density – Minimum one (1) building with a minimum of 5,000 square feet above grade and a maximum of four (4) buildings with a maximum of 42,000 square feet above grade.

Professional Office / Retail Sub-District

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- Recreational Area – Skye Estates will provide recreational areas for the Office / Retail District in the form of pedestrian refuge areas with shaded seating, landscaped and hardscape plaza areas as follows:
 - Three (3) park benches
 - Three (3) canopy picnic / lunch tables, with chairs sufficient to accommodate six (6) people.
 - Ten thousand (10,000) square feet of landscape and hardscape for pedestrian use.
 - Maintenance for all recreational areas, excluding city maintained roads, will be maintained by the Skye Estates Commercial Owners Association (SECOA).
 - All recreational areas will be installed by the developer, the property owner, or the SECOA.
- Architectural Outline
 - Building Size. The minimum square footage of any building shall be no less than 5,000 square feet on the main level.
 - Building Height. The maximum height of any building shall not exceed forty (40) feet. The height is measured from one location along any elevation where the “Grade of Building” to the highest part of the building is at its greatest vertical distance.
 - All buildings shall be no less than two stories above grade and no less than the height of ten (10) feet per story.
 - Screening.
 - Garbage dumpsters shall be enclosed consistent with Highland City Code for Professional Office Standards.
 - Walls / Fences / Hedges. No wall, or fence is required for the buildings as an open, rural, natural setting is preferred. An outside wall shall be installed and maintained along the storage portion of the site. Following are acceptable means of providing such screening:
 - A wall shall consist of concrete, stone, brick, tile, or similar type of solid masonry material a minimum of six (6) feet high and a maximum of twelve (12) feet high, and a minimum of eight (8) inches thick.
 - No signs or sign supports shall be permitted on any wall or fence.

Professional Office / Retail Sub-District

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- The use of chain link, barbed wire, electrified fence, or razor wire fence in conjunction with any fence, wall, or hedge, or by itself is prohibited, unless required by any law or regulation of the State of Utah.
- Wall materials shall consist of masonry construction finished with a light colored stucco, or mortar washed brick.
- Colors will be limited to natural tones. No bright or neon colors will be allowed.
- Exterior. The following architectural design guidelines apply to all permitted and conditional uses.
 - *Exterior Walls.* Allowable materials will be as follows:
 - Stucco
 - Rock
 - Brick
 - Hardie Board
 - Decorative Wood Timbers
 - *Colors.* All buildings shall be limited to soft shades and/or earth tones as exemplified on page 45. No bright or neon colors shall be allowed on exterior of buildings.
- Parking. This sub-district has a maximum of 148 parking stalls. This amount of parking is in excess of Highland City Development Code requirements of 3 parking stalls per 1000 square feet of office space.

When recorded, return to:
Highland City
5400 W Civic Center Dr
Highland, UT 84003

HIGHLAND CITY DEVELOPMENT AGREEMENT
Skye Estates Assisted Living Facility

This Development Agreement (“**Agreement**”) is entered into by HIGHLAND CITY (“**City**”) and LIHAI LLC, (“**Developer**”), and is effective as of the date that it is executed by both parties, as shown by the signatures contained herein.

RECITALS

- A. Developer owns or otherwise has the right to develop certain property located within the City and seeks to develop the same (“**Development**”), containing approximately 1.48 acres, which property is more described as:

UTAH COUNTY PARCEL: 66:418:0002

ADDRESS: 6571 W Grant Blvd, Highland, UT 84003

DESCRIPTION: LOT B, SKYE ESTATES PHASE 1 FINAL PLAT
SUBDIVISION

- B. Prior to the approval and execution of this Agreement, the Development was zoned under applicable City land use regulations as Skye Estates Planned Development (“**Zoning**”). The Zoning includes all applicable land use regulations of the Skye Estates Planned Development and all other generally applicable land use regulations governing the use and development of property adopted by City from time to time.
- C. Developer is entitled, pursuant to governing state law and City land use regulations, to develop the Development under the Zoning and to vest development rights in accordance therewith. Notwithstanding such entitlement, Developer desires to adjust the allowed uses or development standards for the Development under the Zoning in order to better meet Developer’s needs and desires for the Development.
- D. Developer has prepared preliminary and conceptual plans and documents for the Development, which plans show the proposed density, uses, and layout of lots, units, roads, and other improvements for the Development (“**Development Plans**”), which Development Plans are attached and incorporated herein as Exhibit A.
- E. City has, pursuant to Highland Development Code 5-1-106(7) and Utah Code § 10-20-508, and other applicable ordinances, determined that the approval of this Agreement with Developer, and the establishment thereby of specific requirements, elements, and aspects of the Development, some or all of which are not currently allowed under the Zoning, will result in benefits to the City and its residents that are not provided by the Zoning.

- F. The Parties therefore desire to enter into this Agreement in order to provide specific requirements, elements, conditions, and standards that will govern the Development.

TERMS

1. Compliance with Regulations.

- a. The Development remains subject to all terms, conditions, and requirements of the Zoning and all other applicable federal, state, county, and City laws, ordinances, codes, standards, and land use regulations applicable to the Development and to any building, improvement, landscaping, excavation, or other work required or related to the Development, including but not limited to payment of fees, provision of assurances and guarantees, and compliance with design and construction standards.
- b. To the extent that the terms, conditions, and requirements of this Agreement and the Development Plans expressly modify or are in direct conflict with the Zoning or another City-adopted ordinance, standard, or land use regulation applicable to the Development, this Agreement shall control and take precedence, but only to the extent of the express modification or direct conflict. The Zoning shall otherwise govern all standards, designs, specifications, construction, and improvements not addressed by this Agreement or the Development Plans.

2. Land Use Approvals Required.

- a. Developer acknowledges that the execution of this Agreement, on its own, does not constitute preliminary or final plat or site plan approval, the adoption of any land use regulation other than those related to the Development set forth herein, or permission to begin development, excavation, or construction regarding the Development, and that any such approval sought by the Developer shall only be granted based on Developer's submission of all necessary applications, documentation, and information to the City, and Developer's compliance with the applicable terms of the City's land use regulations, ordinances, standards, and this Agreement.
- b. Notwithstanding the foregoing nor anything to the contrary in the Zoning, the City Zoning Administrator shall be the Land Use Authority and the City Development Review Committee shall be the Recommending Body for final site plan and architectural review for the Development consistent with this Agreement, the Development Plans, and the Zoning. Any material deviation from the Development Plans, as determined by the City in its sole discretion, shall require typical site plan and architectural review in accordance with the Zoning and/or amendment of this Agreement in accordance with Section 13.

3. **Compliance with Development Plans.** Developer shall develop, construct, improve, and maintain the Development in a manner substantially similar to and in substantial compliance with the Development Plans, attached hereto, and the terms, conditions, and

requirements set forth below. The express terms of this Agreement shall control and take precedence in the event of a conflict between the Development Plans and this Agreement.

- a. Building Size: The maximum building size shall be 67,500 square feet. All other Zoning requirements for building design and construction, including maximum height and architectural requirements, shall continue to apply.
 - b. Parking: The number of parking stalls provided shall be a minimum of 60 stalls, including accessible stalls, for assisted living and nursing care facility and clubhouse/community center uses. If different uses are proposed for the Professional Office / Retail Sub-District of the Skye Estates Planned Development, parking shall be provided as required by the Skye Estates Planned Development unless a new traffic and parking study is provided that confirms adequate on-site parking has been or will be provided for such other uses.
 - c. Landscaping and Amenity Improvements:
 - i. Developer shall construct and improve a 6-foot wide trail and install benches and landscaping improvements within the common area parcel to the east of the Development as required by the Skye Estates Planned Development. The common area parcel may be landscaped with turf to serve as an active recreation area for the Skye Estates community.
 - ii. All other on- and off-site landscaping shall comply with the waterwise landscaping standards set forth Section 3-628 of the Highland Development Code.
 - d. Design Elements: Developer agrees to construct and develop the lots, units, structures, buildings, grounds, and spaces according to the design elements and specifications as set forth in the Development Plans. Developer hereby requests and agrees to the imposition of such design elements in recognition of and in exchange for the benefits granted to Developer herein. To the extent the Development Plans do not provide or establish design elements and specifications, the design elements and specifications set forth in the Zoning shall apply.
4. **Uses Allowed**. The uses allowed within the Development shall be those uses authorized by Section 3 and the uses allowed by the Zoning, subject to the following modifications:
- a. As a permitted use within the Development, Assisted Living and Memory Care Facilities in conformance with the Development Plans.
5. **Water Dedication**. Developer shall provide water shares/rights for the Development as per city code.
6. **Phasing**. Phasing of the Development shall be established as set forth in the Development Plans. In the event that the Development Plans do not specify the phasing of the Development, or in the event that Developer desires to alter the phasing specified

by the Development Plans, phasing shall be allowed pursuant to governing City ordinances, provided that Developer shall be required to provide with each phase a proportional amount of the public improvements and public amenities required by this Agreement, whether by actual construction or by provision of an adequate guarantee of construction. A separate phasing agreement may be entered into by the parties, which agreement shall be approved as an amendment to this Agreement.

7. **Public Improvements.** All public improvements for the Development, including but not limited to those described in Section 3, shall be constructed, improved, and installed in accordance with the City's design and construction standards and specifications adopted and in effect at the time Developer applies for or, if no application is required, begins construction of the same, except to the extent such standards and specifications are expressly modified herein.
8. **Fees and Charges.** Developer shall pay all application, building, SWPP, inspection, plan and plat review, excavation, hook-up, impact, and other applicable development fees adopted and in effect at the time of the relevant application, regardless of whether such fees were in effect as of the effective date of this Agreement.
9. **Vested Rights.** Upon the City's approval of this Agreement after the City's completion of the required public notice, hearing, review, and approval processes, and both parties' execution of this Agreement, the right to develop the Development in accordance with the use and development rights set forth in Section 3, Section 4, and as described in the Development Plans, shall vest in Developer ("**Vested Rights**"). In exercising the Vested Rights, Developer shall be bound by all obligations and requirements set forth herein.
10. **Reserved Legislative Powers.** The execution of this Agreement and the establishment of the Vested Rights shall not prevent the City, pursuant to the exercise of its legislative authority and power, to amend, enact, or repeal any provision of the Zoning or any other ordinance, specification, standard, or code, provided that no such legislative action shall reduce or eliminate the Developer's Vested Rights under this Agreement unless facts and circumstances are present and specifically found by the governing body of the City that meet the compelling, countervailing public interest exception to the vested rights doctrine under Utah law.
11. **Recordation.** This Agreement, including the Development Plans, shall be recorded against title to all real property that is included the Development prior to any further land use application, permit, or approval being sought for the Development. Developer shall ensure that there are no holders of interest that are superior in title to this Agreement, and that all interests, including but not limited to liens, mortgages, deeds of trust, and other similar instruments, have been made subordinate to this Agreement. Developer shall provide such documentation as is necessary to establish the fact of the recordation and of the priority of this Agreement prior to receiving any further approval related to the Development.
12. **Assignment; Successors Bound.** This Agreement may be assigned and transferred by Developer. This Agreement shall run with the land and be binding on and inure to the

benefit of the successors and assigns of Developer, such that any person who obtains any right, title, or interest to any portion of the Development shall be bound by the rights and obligations of this Agreement and shall be responsible for performance of Developer's obligations related to such portion in the same manner as Developer. All assignees, transferees, and successors in interest shall be bound by all terms of this Agreement applicable to Developer as though such party were named herein as Developer. Unless otherwise agreed to, in writing, by City, no person may acquire any portion or interest in the Development without likewise being obligated in the same manner and to the same extent as Developer by this Agreement as to such portion or interest.

13. Modifications to Development.

- a. Developer shall develop, construct, improve, and maintain the Development in a manner substantially similar to and in substantial compliance with the Development Plans and this Agreement, provided that Developer may adjust the final placement or location of lots, streets, amenities, infrastructure, and other improvements within and upon the Development as necessary and as approved by the City through the site plan and construction plan preparation, review, and approval processes, so long as such adjustments do not materially change the overall design and intent of the Development.
- b. Material changes to the overall design and intent of the Development include, but are not limited to:
 - i. Decreases to the amount or size of public or private amenities, open space, or common area or substantial relocation of public or private amenities, open space, or common area;
 - ii. Decreases to or substantial relocation of commercial area, or a change in the proposed use of a commercial area to a use that is not permitted under the Zoning or this Agreement;
 - iii. Variances or exceptions to the Zoning or other applicable land use regulations not set forth herein;
 - iv. Changes to the functional design of the Development that materially affect vehicular and pedestrian traffic, drainage, utility connectivity, or other design characteristics.
- c. In the event of a dispute between Developer and the City as to whether a change is "material," no change, modification, or adjustment shall be made without express, written City approval of such change, modification, or adjustment.
- d. Material changes to the Development and Development Plans shall not be authorized by the City except by way of an amendment to this Agreement. All amendments to this Agreement shall be in writing and shall be approved in the same manner as this Agreement, i.e., pursuant to the City's public notice, hearing, review, and approval processes.

14. **Term.** The term of this Agreement shall commence as of the Agreement's effective date and shall continue until it is terminated as set forth herein. Upon termination, the Development shall thereafter be subject to the general zoning regulations applicable to the affected property.

- a. The Agreement, and the Vested Rights described herein, may be terminated due to the uncured breach or default of one of the parties hereto, subject to the provisions set forth in Section 15.
- b. The Agreement, and the Vested Rights described herein, may be terminated by the mutual agreement of the parties.
- c. The Agreement, and the Vested Rights described herein, may be terminated by the City if Developer fails to receive approval of a proposed site plan for at least one phase of the Development within twenty-four (24) months after the effective date of this Agreement. At least ninety (90) days prior to termination of this Agreement under this provision, City shall give Developer written notice of City's intent to terminate.
- d. Developer may apply for an extension of the deadlines set forth in this Section from the governing body of the City, who may grant an extension, with such terms and conditions as the body finds expedient, upon a finding of good cause for the delay or extension.

15. **Default.**

- a. In the event of a breach or default of any term of this Agreement, the non-breaching party shall provide written notice to the breaching party. Such notice shall describe the alleged breach, the applicable provisions of this Agreement, and the actions necessary to remedy and cure the breach.
- b. Within 30 days after the date of such notice, the breaching party shall either:
 - i. cure the breach and notify the non-breaching party, in writing, of the actions taken to cure the breach; or
 - ii. notify the non-breaching party, in writing, why the breach cannot be cured within 30 days and establishing a reasonable time to cure such breach, with a description of the steps, processes, and actions to be taken by the breaching party.
- c. In the event the breaching party does not cure the breach or default within the specified timeframes, the non-breaching party may declare this Agreement to be terminated and send written notice of such declaration to the breaching party.

16. **Severability.** Each provision of this Agreement shall be separate, several, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provisions shall not affect the enforceability of any other provision hereof, provided

that, the provisions set forth in Sections 1 through 9 of this Agreement are material and essential to the purpose and intent of this Agreement. Accordingly, if any provision within Sections 1 through 9 is declared to be invalid, unenforceable, or illegal, either party may terminate this Agreement upon written notice to the other party.

17. **No Waiver.** Failure of a party to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise, at some future time, said right or any other right it may have hereunder, provided that this provision shall not operate to excuse Developer's non-compliance with the deadlines set forth in Section 14. No modification, waiver, or amendment to any right, term, condition, obligation, or provision of this Agreement shall be valid unless adopted through the process set forth in Section 13.

18. **Entire Agreement.**

- a. This Agreement is the entire agreement between the Parties with respect to the Development and the special rights and obligations granted to and assumed by Developer related to the Development.
- b. This Agreement shall supersede all prior agreements, conversations, understandings, contracts, and representations related to the Development, other than the Zoning, or any term or provision of this Agreement. Neither party shall rely on or attempt to enforce any statement or representation, not contained herein, made by any person regarding the Development or Developer's rights and obligations thereto.

19. **Enforcement and Governing Law.**

- a. This Agreement shall be governed by the laws of the State of Utah, and any court proceedings shall be brought in the Fourth Judicial District Court of the State of Utah. Prior to initiating any such litigation, the parties shall first attempt to mediate or seek an advisory opinion regarding any dispute related to this Agreement through the Utah Property Rights Ombudsman's office or another qualified mediator that both parties agree upon.
- b. Except as otherwise provided herein, this Agreement shall be enforced solely through specific performance or an injunction or other equitable relief preventing a party from breaching this Agreement, it being the express understanding and agreement of the Parties that any breach of this Agreement by any Party would cause immediate and irreparable harm to the non-breaching Parties and that damages at law arising from any such breach would not adequately compensate the non-breaching Parties for the harm suffered by them as a result of such breach.
- c. In no event shall any Party be liable for consequential damages arising out of a breach of this Agreement such as, but not limited to, loss of income, profit, or financing, loss of use, loss of reputation, and loss of business opportunity.

20. **Third Parties.** This Agreement is intended for the sole benefit of the named parties thereto. No third party, except for permitted assignees, transferees, and successors-in-interest, shall have any right to enforce any of the terms or obligations herein contained.
21. **Representations.** The persons signing this Agreement on behalf of the parties represent and warrant that they have the authority and authorization to execute the Agreement on behalf of the respective party such that the party will be bound by all rights, obligations, terms, and conditions herein, and that all steps, requirements, and processes necessary for a party to approve and execute the Agreement have each been completed.

-- SIGNATURE PAGE AND ACKNOWLEDGEMENT TO FOLLOW --

For Highland City:

Attested by:

By: _____
Mayor

City Recorder

Date: _____

STATE OF UTAH)
 : ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me,
_____, the _____ of Developer, the
signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me,
_____, the _____ of Developer, the
signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

For Developer: _____

By: _____

Date: _____

Name: _____

Title: _____

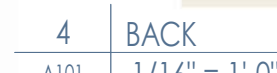
STATE OF UTAH)
 : ss
County of _____)

On the ____ day of _____, 20____, personally appeared before me,
_____, the _____ of Developer, the
signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

EXHIBIT A

Development Plans



M/C UNITS	24
STUDIO UNITS	14
ONE-BED UNITS	23
TWO-BED UNITS	14
TOTAL UNITS	75 (89 BEDS)



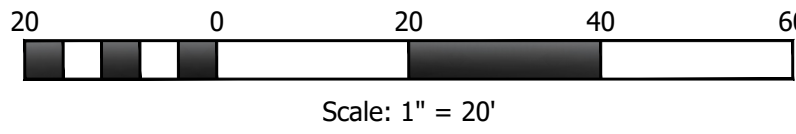
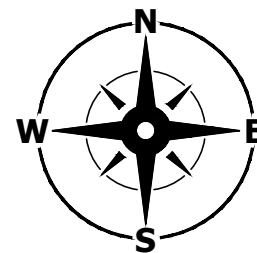


SITE DATA

PROPERTY AREA:	64,304 SQ. FT. / 1.48 ACRES
ZONING:	PLANNED DEVELOPMENT (PD-1)
BLDG AREA:	34,400 SQ. FT. (53.5%)
LANDSCAPE AREA:	19,620 SQ. FT. (30.5%)
IMPERMEABLE AREA:	10,284 SQ. FT. (16%)
PARKING STALLS:	60 STALLS PROVIDED

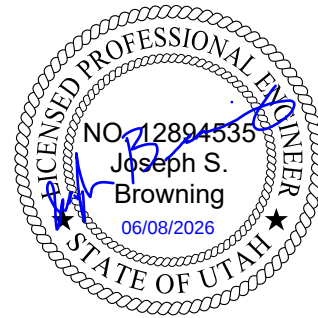
LEGEND

---	PROPERTY LINE
- - - - -	EASEMENTS



MEMORANDUM

Date: June 8, 2026
To: Highland City
From: Hales Engineering



Subject: Highland Grant Blvd Assisted Living Trip Generation Study

UT26-3265

Introduction

This memorandum discusses the trip generation study completed for the proposed Grant Boulevard assisted living development in Highland, Utah. A vicinity map of the proposed development is shown in Figure 1.



Figure 1: Vicinity map of the proposed development in Highland, Utah

Background

The proposed development is located northeast of the Grant Boulevard / Highland Boulevard intersection in Highland, Utah. The project includes an assisted living facility with 75 beds. A site plan for the proposed development is included in Appendix A.

Trip Generation

Trip generation for the development was calculated using trip generation rates published in the Institute of Transportation Engineers (ITE) *Trip Generation* (12th Edition, 2025). Trip generation for the proposed project is included in Table 1.

As shown in Table 1, it is anticipated that the proposed development will generate approximately 312 trips on an average weekday, including 16 trips during the morning peak hour, and 18 trips during the evening peak hour.

Table 1: Trip Generation

Trip Generation Highland - Grant Blvd Assisted Living TGS									
	Land Use ¹	# of Units	Unit Type	Trip Generation			New Trips		
				Total	% In	% Out	In	Out	Total
Weekday Daily									
	Assisted Living (254)	75	Beds	312	50%	50%	156	156	312
AM Peak Hour									
	Assisted Living (254)	75	Beds	16	59%	41%	9	7	16
PM Peak Hour									
	Assisted Living (254)	75	Beds	18	38%	62%	7	11	18
1. Land Use Code from the Institute of Transportation Engineers (ITE) <i>Trip Generation</i> , 12th Edition, 2025.									
SOURCE: Hales Engineering, June 2026									

It is anticipated that the impact on the surrounding road network will be minimal. During the evening peak hour, the project is anticipated to generate an average of one car approximately every three minutes. The site will utilize the existing access on the southeast corner, which is directly across from Stirling Way.

Conclusions

The findings of this study are as follows:

- The proposed development includes a plan for 75 assisted living units totaling 64,300 square feet.

- It is anticipated that the proposed project will generate approximately 312 trips on an average weekday, including 16 trips during the morning peak hour, and 18 trips during the evening peak hour.
- It is anticipated that the project will use the one existing access.
- It is not anticipated that the project will have a significant impact on traffic.

If you have any questions regarding this memorandum, please contact us at 801.766.4343.

APPENDIX A

Site Plan

