



HIGHLAND CITY

HIGHLAND PLANNING COMMISSION AGENDA

TUESDAY, SEPTEMBER 22, 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 Sherry Kramer

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 by the City Council. 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.
- b. **PUBLIC HEARING/ORDINANCE: Text Amendment - Building Height Regulations Development Code Update (Legislative)**
Rob Patterson, City Attorney/Planning & Zoning Administrator
The Planning Commission will hold a public hearing to consider proposed amendments to the Development Code regarding building height regulations.

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 17th day of September, 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.

- a. 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: September 22, 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, and provide a recommendation to the City Council.

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. In reviewing the history of the Skye Estates project, staff did not find a specific discussion of why the building size allowance for the commercial district were set at 5,000 to 42,000 square feet. In staff's view, the size was likely established based on a balance of allowing flexibility in building size while ensuring the office parking requirements (3 per 1,000) and the landscaping requirements (10,000 square feet minimum) would both be met.

For the proposed assisted living project, 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 that 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, in order to provide for high-intensity retail and office uses. There is no provision in the PD explaining what parking standard to use for uses other than retail/office. 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.

Currently, there are 42 developed parking stalls. The proposed project would add 21 new parking stalls, for a total of 63 parking spaces. This number is based on the parking study commissioned from Hales Engineering and the City's parking standards 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 45-50 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, though there may be up to 10-12 employees total), plus 1 accessible stall.

The proposed Skye Estates assisted living project proposes a total of 63 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 13-18 spaces for clubhouse uses (which has no specific parking requirement in the PD, though it is less than the general parking concept originally approved in the Skye Estates PD). All parking would be shared between the facility and the clubhouse.

The parking study from Hales Engineering looked at a similar assisted living facility located in Saratoga Springs, Dignity Care. Dignity is a 74-unit facility, and based on Hale's observations, had a peak parking rate of 35 cars. This translates to 0.47 parking spaces per unit (similar to Highland's 0.5 spaces per unit under SCALO, less the required parking for employees). Using the 0.47 parking standard, with a 10% buffer, Hales estimates the required parking needed for peak use at the proposed assisted living facility

in Highland at 39 parking spaces. Hales also looked at the parking required for the clubhouse, and found demand for clubhouse parking to peak at 24 stalls. Thus, Hales recommends that the shared parking area contain 63 total parking spaces to provide for both uses.

The applicant has also provided a traffic study by Hales Engineering. 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.

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, benches, and pavilions 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. This landscaping requirement is also noted in the concept site plan.

While the trail and benches are required to be provided by the Skye Estates PD, the pavilions are not required by the original zoning. These are being provided by the developer in order to benefit both the assisted living facility and adjacent residents in Skye Estates/Stirling Pointe. By including them within the concept site plan, the developer is agreeing to take on additional landscaping and amenity improvement obligations beyond what is required by the original planned development.

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.

Notably, in the City's 2008 general plan, the City commissioned a study to evaluate the City's current and future need for assisted living facilities. The study concluded that the City would need 68 beds by 2020, and 126 beds by 2030. This study was not updated with the new general plan, but given the accelerated growth Highland has seen in the last decade, the number of beds needed would likely be even higher. The Highland Glen assisted living facility has 58 beds, meaning Highland is lacking in facilities. Between Highland Glen and the proposed Skye Estates assisted living facility, Highland would have 147 beds.

The primary concern staff had in reviewing this proposal is parking, as there must 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.

As to the parking being shared between the clubhouse and the assisted living facility, the Hales parking study addresses both the clubhouse's and the assisted living facility's parking needs. The applicant has ensured their site plan provides the number of stalls recommended by Hales to serve both the clubhouse and the assisted living facility. Staff notes two areas of discrepancy, but the study overall seems reliable:

- First, Hales adds a 10% buffer in the number of parking spaces for the assisted living facility from the observed peak parking at the Dignity assisted living facility, but does not add a similar 10% buffer in the parking spaces for the clubhouse parking nor explain why a 10% buffer should not be applied to the clubhouse parking. If the 10% buffer were added, an additional 3 stalls would be required (24 peak observed, requiring 2.4 additional stalls). However, as noted below, it may be that the additional buffer is not needed because the peak hours of the uses are different, so they share the extra "buffer" parking.
- Second, there is no discussion of whether peak parking needs coincide. However, this factor seems to weigh in favor of the parking requirement proposed by Hales, because parking needs could be reduced since peak hours for the uses are different. If the parking needs do not overlap, one facility's unused parking can be used by the other facility. Based on Hales' observations, peak clubhouse use was generally from 5 to 7 pm, and peak assisted living hours generally were from 1 to 4 pm. In this sense, Hales has been conservative by recommending the developer provide sufficient parking to serve both uses' peak hours as though the peak hours occur simultaneously. So even though the two facilities' peak parking hours may differ, the area has been parked as though the peak parking happens at the same time, which means there is likely a buffer of excess parking spaces.

For consideration, there seems to be little area left to increase the parking without decreasing the size of the proposed facility. The north parking lot is constrained from building further west by the City's parkway and an existing Rocky Mountain Power easement and facility. While the size of the facility could be theoretically reduced and more parking provided along the east side, the applicant has represented that the size of the building is required to provide the number of units/beds required for the facility to be financially viable. Staff cannot verify this information, as the viability of a commercial enterprise is beyond staff's purview. But while the City is not responsible to ensure the viability of a project, if an assisted living project is desired by the City for the benefit of its residents, then it can be appropriate for the City to consider approving zoning modifications to allow for a larger facility, because a smaller, less-viable facility is not likely to be built.

Staff drafted the development agreement and has no concerns with the general terms provided therein. Whether to approve the deviations from the Skye Estates PD regarding building size and parking requirements is a policy decision. Helping to facilitate this proposed project will advance goals in the City's general plan, though this must be balanced against the impact to neighbors.

Notice of the Planning Commission's consideration of the proposed development agreement was published and mailed on August 13 for the prior canceled meeting, and September 10 for this current meeting. 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. The applicant has reported that they had discussions and meetings with representatives of the Skye Estates and Stirling Pointe boards to inform nearby residents of the proposed project. Staff was not part of these meetings, and this was not a City requirement.

Staff has had a few conversations with nearby residents and members of the Skye Estates and Stirling Pointe HOA boards. Attached is a document provided by one group of residents regarding concerns they have with the proposal, and a letter from attorneys representing the Board of Directors for the Skye Estates Master Owners Association. The concerns that have been discussed with staff, and staff's review of the same, are summarized below:

Impact of Increased Building Size

Residents have concerns with the increased size of the buildings, as the increased size necessarily requires expanding the building footprint closer to residences. The original Skye Estates PD allows for 4 buildings, each 40 feet tall, with a total square footage of 42,000. In reviewing the history of the Skye Estates project, staff did not find a specific discussion of why the building size allowance for the commercial district were set at 5,000 to 42,000 square feet. In staff's view, the size was likely established based on a balance of allowing flexibility in building size while ensuring the office parking requirements (3 per 1,000) and the landscaping requirements (10,000 square feet minimum) would both be met. There is no concern with providing the needed landscaping with the proposed facility, as the developer exceeds 10,000 SF of landscaping around the facility itself, plus the landscaping provided in the adjacent common area. If the parking standard is changed to reflect the actual use, then it could be appropriate to allow the maximum building size to change as well.

Reduced Parking

Residents have concerns with reducing the previously anticipated parking, and sharing parking between the clubhouse and the assisted living facility. They are concerned that there will be insufficient parking for both uses, so that the assisted living facility will end up taking away from the parking currently used and enjoyed by visitors to the clubhouse and surrounding areas. This is a valid concern.

Notably, the Skye Estates PD phrased the planned 148 parking stalls as a "maximum" requirement, not a minimum requirement. Under the PD, the minimum would likely be based on the size of buildings constructed, with 3 parking stalls per 1,000 square feet of office space being constructed. However, the PD does not address what parking should be provided for non-office development. The majority of the assisted living facility consists of residential units, not office/dining/service areas. As such, it is reasonable, in staff's view, to provide a different parking standard for this different use.

The approach taken by the applicant--looking to the City's SCALO zone and studying actual parking needs--appears to be a reasonable approach. And the Hales study concluded that the parking provided would be sufficient for both uses. However, there is a possibility that reducing parking will create an unmet need for parking in this area. These concerns and considerations can be factored into the Planning

Commission's recommendation.

Right to Shared Parking

Another concern raised by residents is whether the assisted living facility would have legal right to use and share the parking for the clubhouse. The clubhouse and the existing parking are on Lot A, while the assisted living facility would be located on Lot B. The applicant has provided a copy of a recorded "Reciprocal Access, Parking, Utility, and Entry Monument Easement Agreement" (Entry 66278:2013) wherein the owners of the two lots agreed to grant each other parking, utility, and access easements, granting rights to each lot for use of the shared parking areas.

That said, the easement document has language stating that changes to easement areas, which include the parking areas, require the approval of the other party entitled to use the easement. The City cannot enforce or interpret the easement document, as the City is not a party thereto. Any disputes regarding contractual obligations or property rights regarding parking or the removal of the same would need to be addressed and resolved between the interested parties.

If the City approves the development agreement and concept plan, it will be the responsibility of the owner of Lot B (assisted living facility) to obtain the necessary private party approvals to proceed with development of the assisted living facility. If they cannot obtain such approvals, and therefore cannot develop the assisted living facility as approved in the development agreement, they would have to proceed with development pursuant to the original Skye Estates PD.

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. 2026.08.31 - A0 CONCEPT SITE PLAN
5. 2026.07.08 - Highland AL Concept Plans - ELEVATIONS
6. Highland Grant Blvd Assisted Living PS 20260827 Signed
7. Highland Grant Blvd Assisted Living TGS 20260608 Signed
8. Resident Concerns
9. Attorney Letter - Skye Estates Master Owners Association

VICINITY MAP

6571 West Grant Blvd



Skye Estates – A Dynamic Planned Development in Highland

4

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.

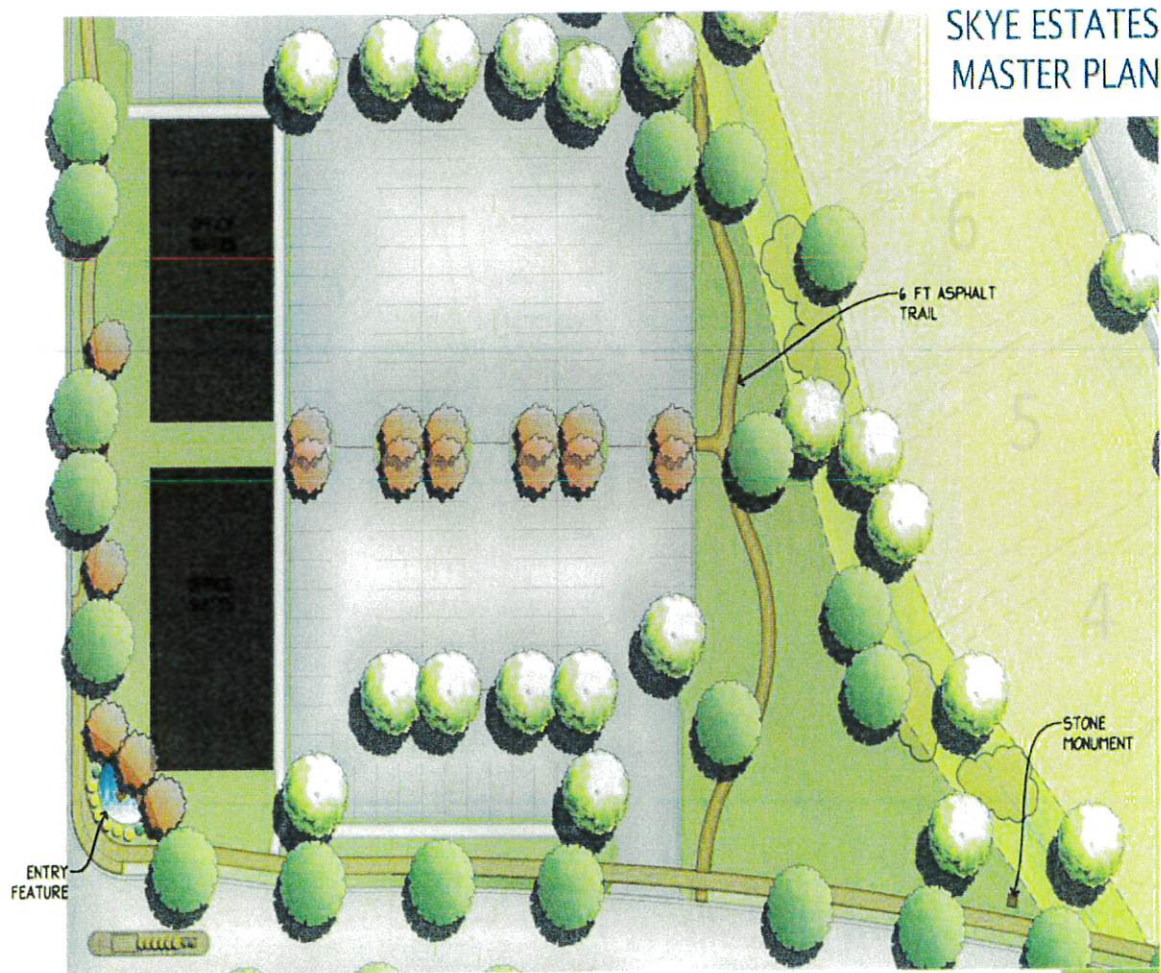
Although not included in the General Plan, the Skye Estates parcel includes elements that generally fit within the low density residential, senior housing and professional office sections of the Highland City Development Code (“Development Code”).

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

26



COMMUNITY OFFICE SUITES

G.B.D
G. BROWN DESIGN INC

0 75 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-I 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 63 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



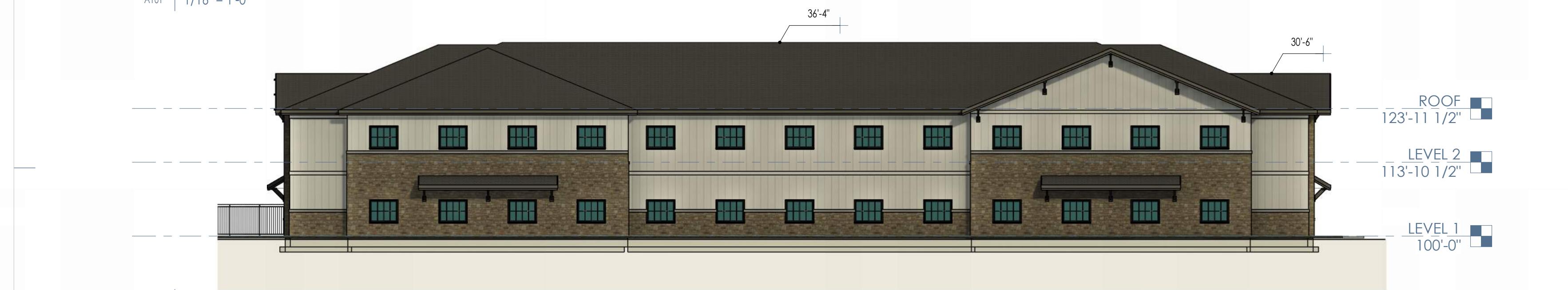
7 3D View 1



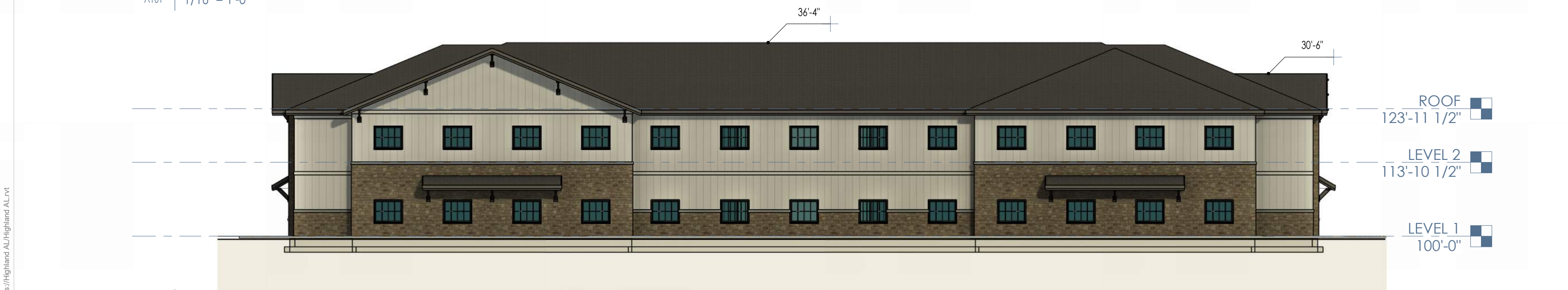
3 FRONT
A101 1/16" = 1'-0"



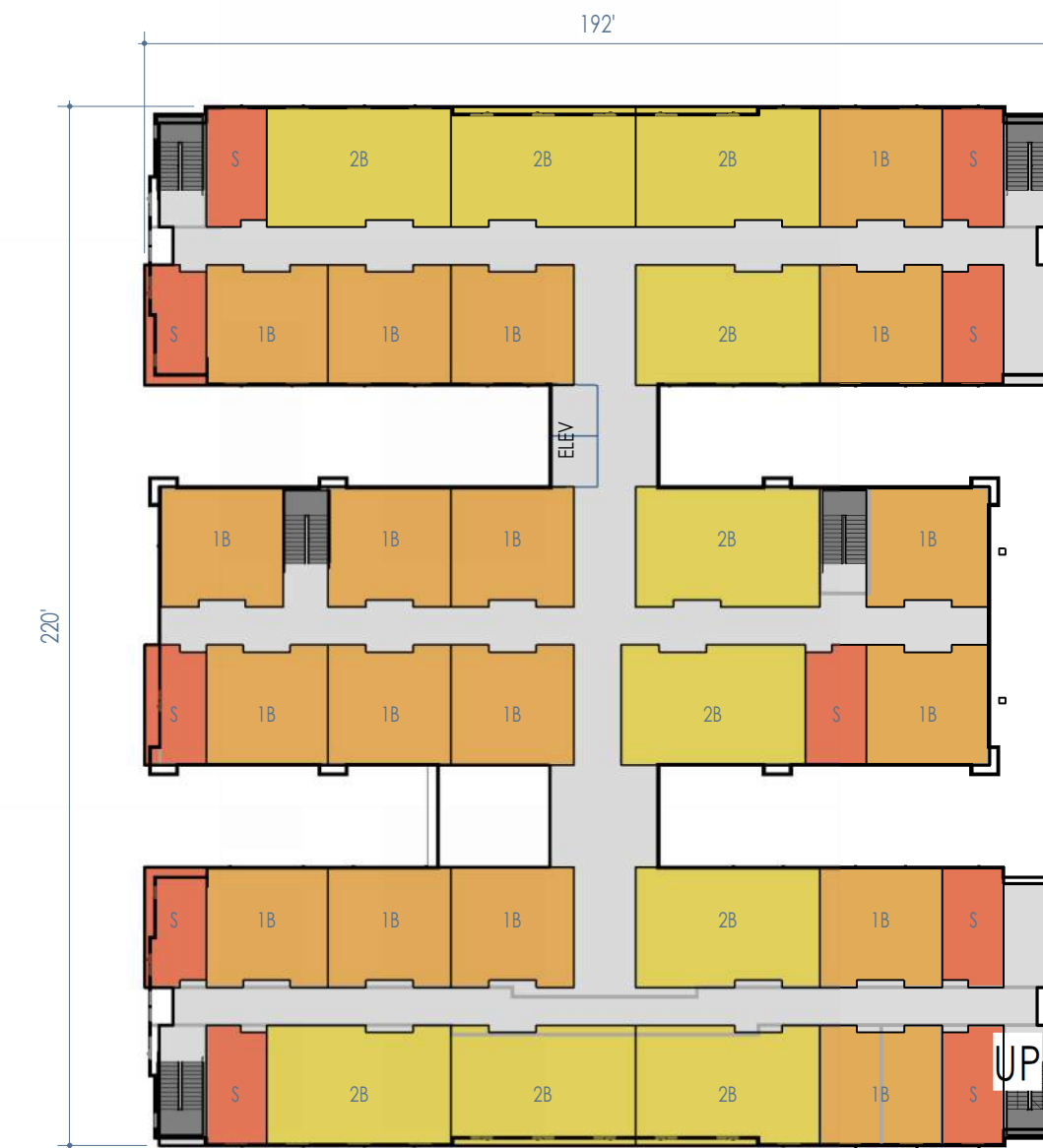
4 BACK
A101 1/16" = 1'-0"



5 LEFT
A101 1/16" = 1'-0"



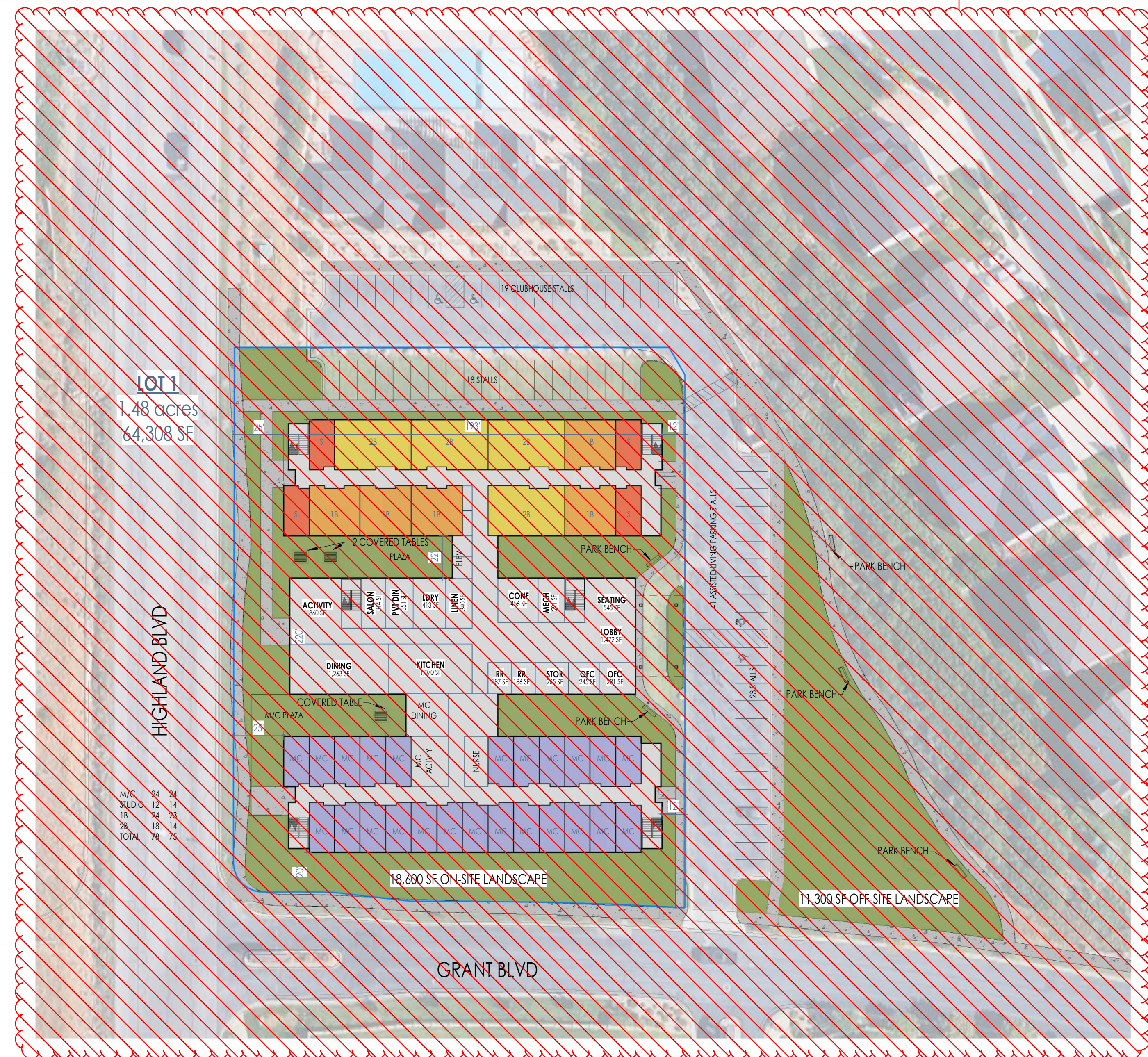
6 RIGHT
A101 1/16" = 1'-0"



1 LEVEL 2
A1 1" = 40'-0"

PROJECT SUMMARY	
LEVEL 1 AREA:	33,800 SF
LEVEL 2 AREA:	33,700 SF
TOTAL AREA:	67,500 SF
M/C UNITS	24
STUDIO UNITS	14
ONE-BED UNITS	23
TWO-BED UNITS	14
TOTAL UNITS	75 (89 BEDS)

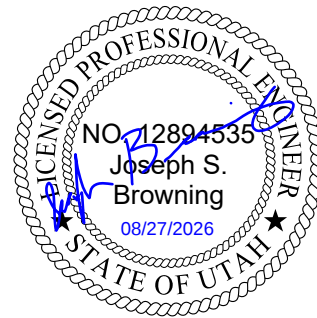
SITE PLAN REPLACED WITH
SITE PLAN DATED 8.31.2026,
INCLUDED IN EXHIBIT



2 SITE CONCEPT / LEVEL 1
A1 1" = 40'-0"

MEMORANDUM

Date: August 27, 2026
To: Highland City
From: Hales Engineering



Subject: Highland Grant Blvd Assisted Living Parking Study

UT26-3265

Introduction

This memorandum discusses the parking study completed for the proposed Highland Grant Blvd Assisted Living development located in Highland, Utah. The study identifies the City parking supply rates and parking demand rates identified by local data. The proposed development is located northeast of the Grant Boulevard / Highland Boulevard intersection in Highland, Utah. A vicinity map of the project site is shown in Figure 1.



Figure 1: Site vicinity map of the project in Highland, Utah

Project Description

The development consists of an assisted living facility with 75 beds and 10 to 12 employees. A supply of 21 new stalls is currently planned for the project along with 42 existing stalls shared with the Stirling Point Clubhouse, totaling 63 stalls. A site plan is provided in Appendix A.

City Parking Code

The Highland City code specifies parking rates for various land use types. Article 4.6 Section 3-4610 Parking of the Highland city code identifies parking requirements for the Senior Care Assisted Living Overlay Zone, which is the intended project land use and zoning. The required parking rates found in the City code for the study land uses are shown in Table 1. The calculations for the parking required by the City are shown in Table 2. As shown, it is anticipated that the City would require 50 stalls for the proposed development.

Table 1: City Parking Rates

Land Use	Unit Type	Rate (stalls per unit)
Senior Care Assisted Living	DU	0.5
Senior Care Assisted Living	Employees	1
Source: Highland City 3-4610 Parking, 2026		

Table 2: City Parking Calculations

City Parking Calculations Highland - Grant Blvd Assisted Living				
Land Use	# of Units	Unit Type	Rate (stalls per unit)	Total Stalls
Senior Care Assisted Living	75	DU	0.50	38
Senior Care Assisted Living	12	Employees	1.00	12
TOTAL				50
Source: Highland City 3-4610 Parking, 2026				

Local Parking Demand

In order to estimate the intensity of the use from the trips generated by employees, residents, and other patrons at the peak demand for the facility, Hales Engineering obtained photographs of parking at a similar existing Dignity Care assisted living facility in Saratoga Springs, which was built by the same developer. The data from the existing facility was used to anticipate a parking rate per dwelling unit which can be used to project how many parking stalls will be needed for the Grant Blvd Assisted Living development. Because it is expected that most employees and visitors will be at the facility during business hours, photographs were obtained from 9 am to 5 pm each

day for five days starting in February 2026. Tuesday, February 24 and Saturday, February 28 through Tuesday, March 3 were counted so that weekdays and weekends could be captured.

The number of cars parked at the beginning of each hour was counted and the peak hour was identified from the observed data as shown in Appendix B. The peak demand for the existing facility from the observed days occurred on Saturday, February 28, 2026 at 4:00 pm where 35 cars were parked in the facility parking lot. This parking demand was used to calculate a peak parking rate per dwelling unit. Given that there are 74 existing dwelling units (DU) at the Dignity Care assisted living facility, the peak observed parking rate per unit is 0.47 stalls per unit. A total of 75 units are planned for the Grant Blvd Assisted Living development. Therefore, the total parking demand is anticipated to be 35 stalls, as shown in Table 2.

Table 3: Local Data Parking Calculations

Local Parking Demand and Supply Highland - Grant Blvd Assisted Living					
Land Use	# of Units	Unit Type	Rate	Demand	Supply (+10%)
Residential Facilities for Elderly Persons	75	DU	0.47	35	39
Source: Hales Engineering, 2026					

Since this data represents actual parking demand, it is common to provide a parking supply beyond what the anticipated demand is to accommodate occasional surges in demand and to reduce the need for drivers to circle the parking lot to find an open stall. Hales Engineering recommends providing 10% additional stalls beyond the anticipated demand. A supply of at least 39 stalls should be provided for the project based on the collected data.

Shared Parking Analysis

To ensure adequate shared parking between the proposed development and the existing Stirling Point Clubhouse, Hales Engineering collected parking data at the Stirling Point Clubhouse on Friday, August 14, 2026, and Saturday, August 15, 2026. Counts were taken every half hour from 6:00 a.m. to 9:00 p.m. and are shown in Appendix B. Peak demand occurred at 5:30 p.m. on Saturday, with 24 vehicles parked at the clubhouse.

The proposed development is recommended to provide 39 parking stalls. Assuming peak parking demand for the proposed development and clubhouse occurs at the same time, the combined demand would be 63 stalls, including the observed clubhouse peak demand of 24 stalls. The site plans show a total of 63 stalls and is anticipated to have sufficient parking based on the shared parking analysis. Based on Hales Engineering's recommendation, the developer has added three stalls since the original analysis was completed, which is reflected in the latest site plan.

Comparison and Recommendation

A comparison of the proposed supply, the city's parking requirement, and the local parking demand, is shown in Table 4. Based on this information, it is anticipated that the proposed parking supply will be sufficient.

Table 4: Parking Comparison

Source	# of Stalls
Proposed Site Plan + Shared Use with the Stirling Point Clubhouse	63
City Requirement for Senior Care Assisted Living	50
City Requirement + Shared Use with the Stirling Point Clubhouse	74
Local Parking Demand + 10% + Shared Use with the Stirling Point Clubhouse	63

Conclusions

The key findings of this study are as follows:

- The Grant Boulevard Assisted Living development and Stirling Point Clubhouse are anticipated to share 63 parking stalls
- Current peak parking demand at the Stirling Point Clubhouse is 24 stalls
- It is anticipated that 63 stalls will be sufficient to meet the shared demand between the Grant Boulevard Assisted Living development and Stirling Point Clubhouse

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

APPENDIX A

Site Plan

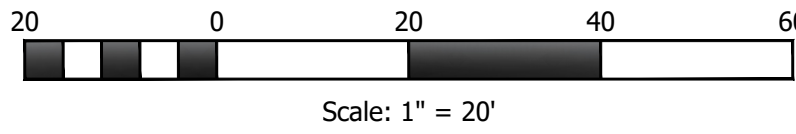
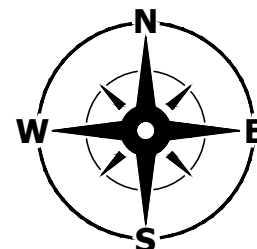


SITE DATA

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:	63 STALLS PROVIDED

LEGEND

---	PROPERTY LINE
- - - - -	EASEMENTS



APPENDIX B

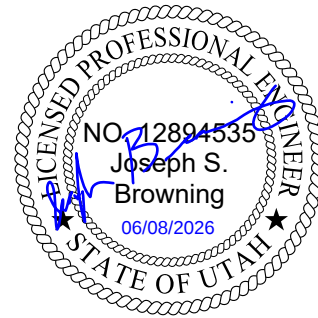
Local Parking Data

Parking Counts Saratoga Springs Dignity Care					
	Date				
Time	2/24/2026	2/28/2026	3/1/2026	3/2/2026	3/3/2026
9:00am	21	16	19	22	15
10:00am	15	18	22	18	19
11:00am	22	21	29	24	23
12:00pm	22	20	25	24	23
1:00pm	25	31	24	22	25
2:00pm	21	31	19	23	24
3:00pm	20	26	17	16	23
4:00pm	20	35	17	17	23
5:00pm	21	24	17	19	18
Source: Hales Engineering, 2026					

Parking Counts Stirling Point Clubhouse		
	Date	
Time	8/14/2026	8/15/2026
6:00 AM	0	0
6:30 AM	1	0
7:00 AM	1	0
7:30 AM	1	1
8:00 AM	0	1
8:30 AM	1	4
9:00 AM	0	4
9:30 AM	0	3
10:00 AM	0	1
10:30 AM	1	3
11:00 AM	1	5
11:30 AM	1	4
12:00 PM	2	2
12:30 PM	5	1
1:00 PM	5	1
1:30 PM	6	2
2:00 PM	7	3
2:30 PM	7	7
3:00 PM	8	6
3:30 PM	1	6
4:00 PM	0	6
4:30 PM	0	16
5:00 PM	0	17
5:30 PM	4	24
6:00 PM	6	20
6:30 PM	6	20
7:00 PM	7	18
7:30 PM	7	15
8:00 PM	3	11
8:30 PM	3	4
9:00 PM	0	5
Source: Hales Engineering, 2026		

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.

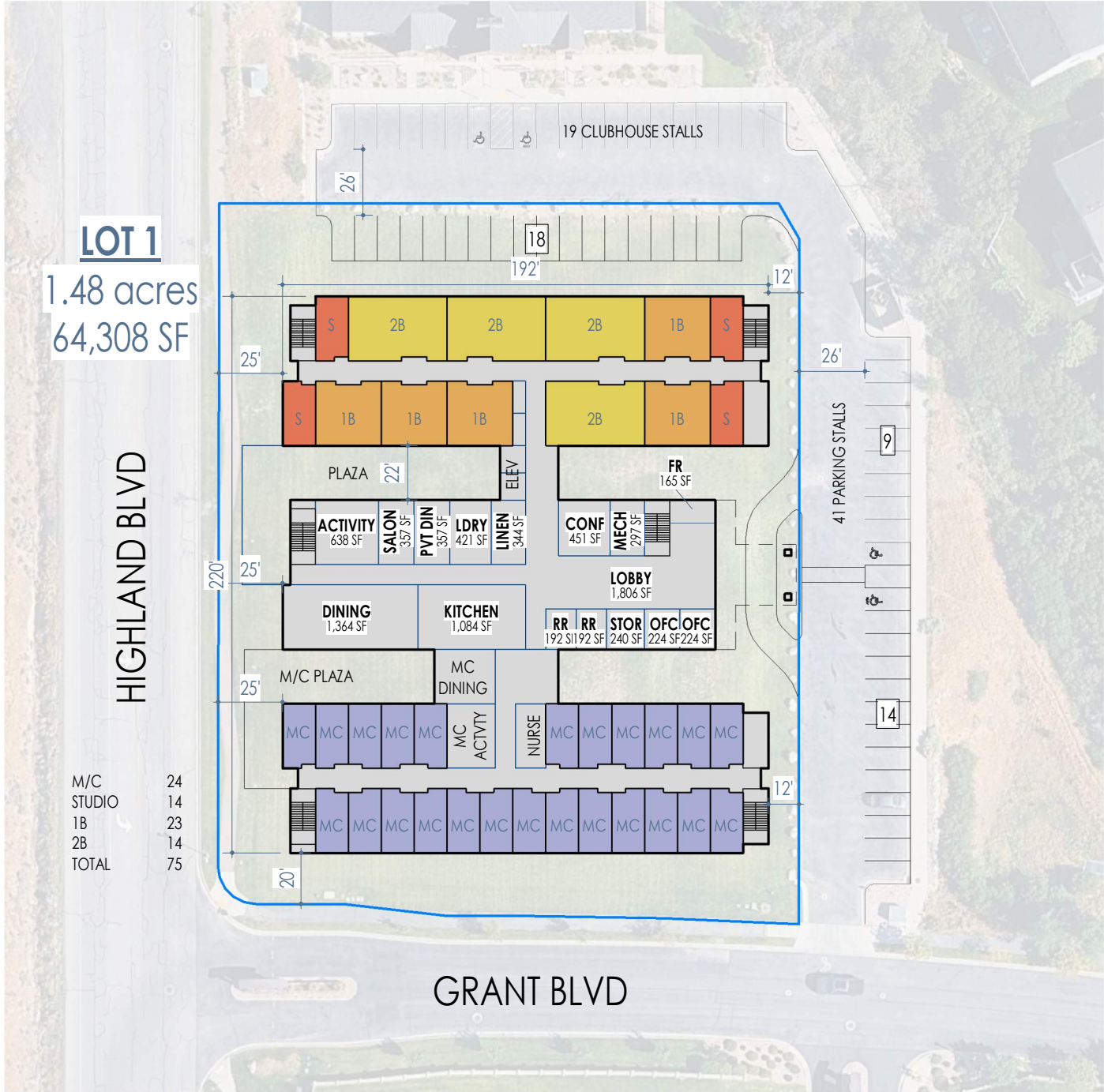
- It is anticipated that the proposed project will generate approximately 312 trips on an average weekday, including 16 trips during the morning peak hour, and 18 trips during the evening peak hour.
- It is anticipated that the project will use the one existing access.
- It is not anticipated that the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

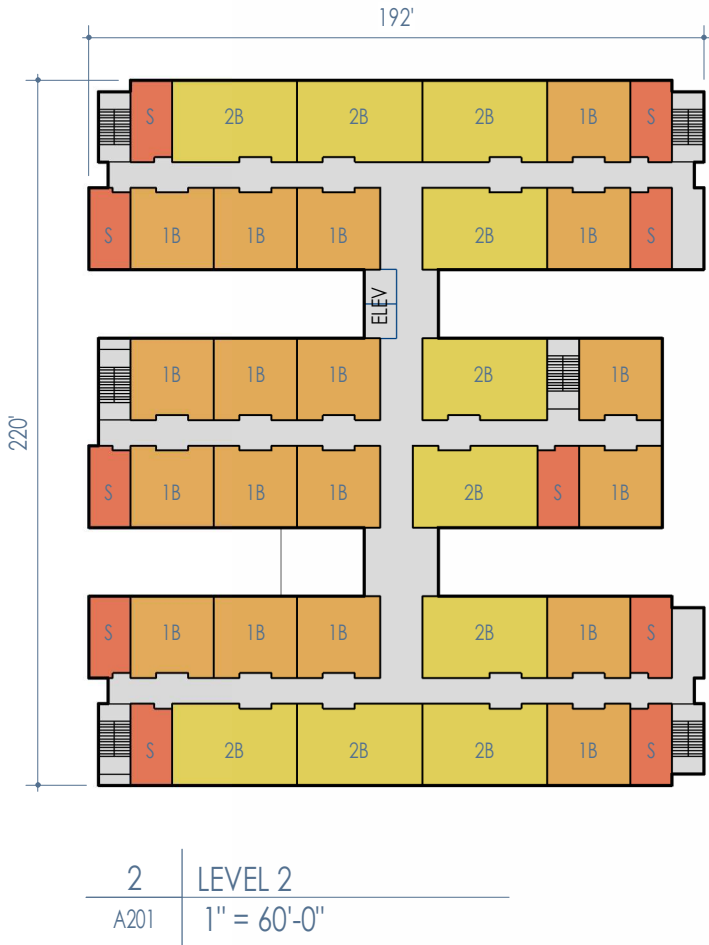
G:\Shared drives\Projects\Highland AL - 2605.02\Design Files\Highland AL.rvt 5/6/2026 2:08:39 PM



1 SITE CONCEPT / LEVEL 1
A201 1" = 60'-0"

PROJECT SUMMARY

LEVEL 1 AREA:	33,800 SF
LEVEL 2 AREA:	33,700 SF
TOTAL AREA:	67,500 SF
M/C UNITS	24
STUDIO UNITS	14
ONE-BED UNITS	23
TWO-BED UNITS	14
TOTAL UNITS	75 Beds



2 LEVEL 2
A201 1" = 60'-0"



2975 W EXECUTIVE PKWY STE 202
LEHI, UT 84048
801.901.0506
RILEY@JARRETTARCHITECTURE.COM

HIGHLAND AL | CONCEPT PLAN

PROJECT ADDRESS
6571 GRANT BLVD
HIGHLAND, UT 84003
PROJECT #: 2605.02

A1

CONCERNS REGARDING THE PROPOSED SKYE ESTATES ASSISTED-LIVING DEVELOPMENT

The proposed assisted-living and memory-care facility may ultimately prove to be an appropriate use for the Skye Estates commercial property. However, the proposal presently raises a number of significant questions that should be resolved before Highland City approves a development agreement that materially changes the development standards established for this property.

Scale of the proposed building

The existing Skye Estates Planned Development provides for one to four commercial buildings with a combined maximum of approximately **42,000 square feet**. The proposed facility would contain approximately **67,500 square feet - about 61% more floor area** - in a single two-story building. The issue is therefore not simply whether assisted living is an appropriate use; it is whether a development of this size and intensity is appropriate for this particular parcel and its relationship to the surrounding residential community.

Parking remains a significant unresolved issue

The proposed development agreement provides for a minimum of only **60 parking spaces shared between the assisted-living facility and the existing Skye Estates clubhouse/community center**. City staff estimates that approximately 45 of those spaces could be required by the assisted-living facility itself, potentially leaving only about 15 spaces for clubhouse use. City staff specifically identified shared parking as a concern, and the separate parking analysis referenced by staff was not included in the materials available for review.

Parking demand will not necessarily be constant. Employee shift changes, family visits, deliveries, service providers and resident transportation may overlap with HOA meetings, private functions and other clubhouse activities. A shared-parking arrangement should be demonstrated to work under realistic peak conditions before it is permanently incorporated into a development agreement.

The traffic analysis does not evaluate the complete combined use

The applicant's traffic study estimates approximately **312 vehicle trips per weekday** associated with the assisted-living facility and concludes that those trips would not create a significant traffic impact. City staff notes, however, that the analysis does not include traffic or parking generated by the existing clubhouse. The relevant question for neighboring homeowners is the combined effect of the proposed facility, clubhouse activity, employees, visitors, deliveries and emergency/service vehicles.

Approval would establish significant vested development rights

The draft agreement does more than authorize consideration of a particular concept. Once approved, executed and recorded, the development rights established by the agreement would run with the land and bind successors. Final site-plan and architectural review could then proceed administratively, provided the plans remain substantially consistent with the agreement. It is therefore important that the agreement and its exhibits contain enough specificity to ensure that the development ultimately constructed is actually the development residents and the City believed they were approving.

The proposal affects an integrated planned community

The commercial district, clubhouse, common areas and surrounding residential neighborhoods were established as parts of the Skye Estates Planned Development. Increasing the permitted commercial building area from approximately 42,000 to 67,500 square feet and substantially changing the parking arrangement should therefore be evaluated in the context of the entire development - not simply as modifications to an isolated commercial parcel.

Common-property improvements require clarification

The draft agreement contemplates a trail, benches, landscaping and potentially turf in the common area east of the proposed facility. Before approval, homeowners should understand precisely what property would be affected, who owns it, what rights the developer would receive to improve it, who would control its future use, and who would bear responsibility for long-term maintenance and replacement.

Emergency access, deliveries and circulation deserve closer review

An 89-bed assisted-living and memory-care facility is not operationally equivalent to ordinary professional offices. Ambulances, medical transportation, food and supply deliveries, waste collection, employee traffic and resident drop-off all need to function safely without creating conflicts with clubhouse users or the surrounding residential streets.

The public-review process should be clear

The August 25 Planning Commission meeting was cancelled. A September 1 City Council public-hearing notice was subsequently available, while the separately posted September 1 Council agenda did not list the development agreement as an action item. Residents deserve a clear understanding of when the proposal will be considered, what recommendations will precede City Council action, and when meaningful public comment will occur.

The central concern

These issues do not necessarily mean that an assisted-living facility should not be built on this property. Medical and skilled-nursing uses are already contemplated within the District 1 zoning, and assisted living may be compatible with the community.

The concern is that **this particular proposal asks Highland City to approve substantial departures from the development standards under which Skye Estates was originally planned**, while important questions concerning parking, combined traffic, common-area use, operating impacts and the final enforceable development configuration remain unresolved.

Before those development rights are permanently established, homeowners should reasonably expect those questions to be answered with specific plans and supporting evidence.

The appropriate standard should not be whether the proposal can be made to fit the site. It should be whether the proposal, at the size and intensity requested, has been demonstrated to fit the community.

Prepared as a separate statement of concerns based on the developer's concept materials and Highland City public-record materials reviewed through August 30, 2026. This is an advocacy/concerns document, not the neutral homeowner briefing.

September 17, 2026

Highland City
Community Development & Planning
c/o Rob Patterson
5400 W Civic Center Drive
Highland City, UT 84003
rpatterson@highlandut.gov

Re: **Proposed Skye Estates Assisted-Living Development**
Board of Directors for the Skye Estates Master Owners Association Inc. (the
“Association”) concerns regarding the proposed development

Rob Patterson,

Please see the letter below from the Board of Directors for the Association. This is their comments on the proposed development plans. Please also find an Easement Agreement attached to this letter, following the Board’s comments.

Respectfully,

MILLER HARRISON LLC

Mark W. Jenkins
Attorney at Law

{remainder of page intentionally left blank, letter from Board follows}

Why this matter now

The proposed assisted-living development cannot proceed as presently proposed under the existing development requirements for this property. The developer is asking Highland City to approve changes to those requirements through a development agreement.

Among the significant issues is parking. The current proposal does not provide sufficient parking to accommodate both the proposed assisted-living facility and the existing Skye Estates clubhouse without relying on a substantially reduced shared-parking arrangement. The size and location of the proposed building would also significantly affect the setting, visibility and normal use of the clubhouse.

The Highland City Planning Commission is scheduled to consider the proposal on September 22. This meeting provides Skye Estates and Stirling Pointe homeowners an important opportunity to express their views before the City decides whether the existing development restrictions should be modified to accommodate the project.

The issue is not simply whether assisted living is an acceptable use of the property. **The question is whether Highland City should change the existing development requirements to permit this particular project, at its proposed size, with its proposed parking arrangement and its impact on the clubhouse and surrounding community.**

Scale of the proposed building

The existing Skye Estates Planned Development provides for one to four commercial buildings with a combined maximum of approximately 42,000 square feet. The proposed facility would contain approximately 67,500 square feet - about 61% more floor area - in a single two-story building.

The issue is therefore not simply whether assisted living is an appropriate use; it is whether a development of this size and intensity is appropriate for this particular parcel and its relationship to the surrounding residential community.

Parking remains a significant unresolved issue

The proposed development agreement provides for a minimum of only **60 parking spaces shared between the assisted-living facility and the existing Skye Estates clubhouse/community center.** City staff estimates that approximately 45 of those spaces could be required by the assisted-living facility itself, potentially leaving only about 15 spaces for clubhouse use.

Based on our September 2 meeting with Highland City Planning/Zoning Administrator Rob Patterson, **the proposed plan does not presently provide sufficient parking under the applicable requirements.** The parking issue is therefore more than a

hypothetical concern; it is one of the matters that must be addressed as part of the developer's request to modify the existing development requirements.

The Hales document submitted by the applicant in regard to parking demand is only a trip generation study measuring cars in and cars out. It does not address parking adequacy by examining parking use under peak conditions and the associated strain that will be placed on the Clubhouse parking. This strain will likely be particularly severe where the developer at issue seeks to simultaneously expand the square footage of the proposed structure.

We respectfully request that the City require a comprehensive joint parking study that accurately models the overlapping parking demand of 75 assisted-living units (with 89 beds) staff shift changes, visitors, medical transport, deliveries, and simultaneous HOA clubhouse events before reducing the previously established parking requirements.

The traffic analysis does not evaluate the complete combined use

The applicant's traffic study estimates approximately **312 vehicle trips per weekday** associated with the assisted-living facility and concludes that those trips would not create a significant traffic impact. City staff notes, however, that the analysis does not include traffic or parking generated by the existing clubhouse.

The relevant question for neighboring homeowners is the combined effect of the proposed facility, clubhouse activity, employees, visitors, deliveries and emergency/service vehicles.

The proposal would materially change existing development requirements

This proposal is not simply an administrative request to construct something already permitted in its present form.

The developer is seeking a development agreement that would modify existing requirements applicable to the property, including increasing the permitted commercial building area from approximately **42,000 square feet to 67,500 square feet** and establishing a substantially different parking arrangement.

Highland City therefore has an important decision to make: **whether the existing development standards should be changed to accommodate this particular proposal.**

Final approval authority must remain with the Planning Commission

Section 2(b) of the proposed Development Agreement attempts to strip the Planning Commission of its standard oversight, naming the Zoning Administrator as the only

authority for final site plan and architectural review. Skye Estates Master Owners Association strongly opposes this proposal.

Bypassing the Planning Commission would essentially grant unilateral approval power to the Zoning Administrator without an opportunity for the Association to have any input - something which is undoubtedly the goal here. However, because - as discussed above - any development of easement areas on Lot B is prohibited without Association approval, removing the Association entirely from being heard risks approval of a final site plan that is not legally feasible. Final review must remain with the Planning Commission in a public forum to ensure all conflicting property rights, shared parking conflicts, and community concerns are at least addressed or - ideally - resolved before development begins.

The proposal affects an integrated planned community

The commercial district, clubhouse, common areas and surrounding residential neighborhoods were established as parts of the Skye Estates Planned Development.

Increasing the permitted commercial building area from approximately 42,000 to 67,500 square feet and substantially changing the parking arrangement should therefore be evaluated in the context of the **entire development - not simply as modifications to an isolated commercial parcel.**

Of particular concern is the relationship between the proposed facility and the existing Skye Estates clubhouse. The proposed building's size and location would substantially change the physical setting of the clubhouse and could interfere with its normal use, particularly if parking intended to serve the clubhouse must routinely accommodate employees, visitors and operations associated with the assisted-living facility.

Private Property Rights and Required HOA Approvals

The proposed development site (Lot B) and the HOA Clubhouse parcel (Lot A) are governed by the 2013 Reciprocal Access, Parking, Utility and Entry Monument Easement Agreement included in this submission. This document grants the HOA perpetual parking and access easements over Lot B. Crucially, Section 10(c) of this agreement strictly mandates that these easement areas "may not be materially changed without the prior written approval of the [p]arty entitled to the use of such" easement area. This means that development of Lot B cannot move forward without approval of the Skye Estates Master Owners Association.

A municipal site plan, even if approved, cannot override private property rights. Any development plan that materially alters the easement areas and access drives on Lot B requires the written consent of the HOA to be viable. We ask that the City not approve a development agreement that drastically alters the one already in place and which assumes that the applicant has a unilateral right to alter these shared areas.

Common-property improvements require clarification

The draft agreement contemplates a trail, benches, landscaping and potentially turf in the common area east of the proposed facility.

Before approval, homeowners should understand precisely what property would be affected, who owns it, what rights the developer would receive to improve it, who would control its future use, and who would bear responsibility for long-term maintenance and replacement.

Emergency access, deliveries and circulation deserve closer review

An 89-bed assisted-living and memory-care facility is not operationally equivalent to ordinary professional offices. Ambulances, medical transportation, food and supply deliveries, waste collection, employee traffic and resident drop-off all need to function safely without creating conflicts with clubhouse users or the surrounding residential streets.

The September 22 public process matters

The Highland City Planning Commission is scheduled to consider the proposed development on **September 22**. The Commission will have an opportunity to hear from the developer, City staff and members of the community before making its recommendation.

This gives homeowners an opportunity to address not merely details of the proposed project, but the more fundamental question of **whether the existing development restrictions should be modified to permit a project of this scale and configuration**.

Homeowner participation at this stage is particularly important because approval of the development agreement could establish development rights that subsequently allow much of the remaining site-plan and architectural review to proceed administratively.

The central concern

These issues do not necessarily mean that an assisted-living facility should not be built on this property. Medical and skilled-nursing uses are already contemplated within the District 1 zoning, and assisted living may be compatible with the community.

The concern is this particular proposal.

It asks Highland City to permit a substantially larger development than contemplated by the existing Skye Estates Planned Development, while relying upon a shared-parking arrangement that appears inadequate for the combined needs of the facility and clubhouse and while placing a large two-story structure immediately adjacent to an important existing community amenity.

Before changing the existing development requirements and permanently establishing those development rights, homeowners should reasonably expect the developer to demonstrate that the proposed facility can coexist with the clubhouse and surrounding residential community **without compromising parking, access, circulation or the clubhouse's normal use and character.**

The appropriate standard should not be whether the proposal can be made to fit the site. It should be whether the proposal, at the size and intensity requested, has been demonstrated to fit the community.

WHEN RECORDED RETURN TO:

D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020
Attention: Boyd A. Martin

ENT 66278:2013 PG 1 of 15
JEFFERY SMITH
UTAH COUNTY RECORDER
2013 Jul 10 12:07 PM FEE 41.00 BY EO
RECORDED FOR PROVO LAND TITLE COMPANY

Space Above for Recorder's Use

**RECIPROCAL ACCESS, PARKING, UTILITY AND
ENTRY MONUMENT EASEMENT AGREEMENT**

THIS RECIPROCAL ACCESS, PARKING, UTILITY AND ENTRY MONUMENT EASEMENT AGREEMENT (this "**Agreement**") is entered into to be effective as of the 9th day of July, 2013 (the "**Effective Date**"), by and between MRFP, LLC, a Utah limited liability company, its successors and assigns as the owner of Lot B defined below ("**MRFP**"); and D.R. HORTON, INC., a Delaware corporation, its successors and assigns as the owner of Lot A defined below ("**Horton**"). MRFP and Horton are sometimes separately referred to herein in as a "**Party**" and collectively as the "**Parties**".

RECITALS:

- A. Horton is the owner of Lot A of Skye Estates, located in Highland City, Utah County, Utah, which is more particularly described in Exhibit "A" attached hereto ("**Lot A**").
- B. MRFP is the owner of Lot B of Skye Estates, located in Highland City, Utah County, Utah, which is more particularly described in Exhibit "B" attached hereto ("**Lot B**").
- C. MRFP and Horton desire to grant to one another certain easements in accordance with and subject to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms are defined as follows:

(a) "**Easement**" and "**Easements**" means individually the Lot B Parking Easement, the Lot B Access Easement, the Lot B Utility Easement, the Lot B Entry Monument Easement, the Lot A Parking Easement, the Lot A Access Easement or the Lot A Utility Easement and collectively the Lot B Parking Easement, the Lot B Access Easement, the Lot B Utility Easement, the Lot B Entry Monument Easement, the Lot A Parking Easement, the Lot A Access Easement and the Lot A Utility Easement.

(b) **"Easement Areas"** means collectively the portions of Lot B used for the Entry Monument and for the Lot A Utility Lines, the Lot B Parking Areas, the Lot B Access Areas, the portions of Lot A used for the Lot B Utility Lines, the Lot A Parking Areas, and the Lot A Access Areas, as generally depicted on Exhibit C attached hereto.

(c) **"Recreational Facilities"** means the swimming pools, clubhouse and other recreational facilities and improvements located from time to time on Lot A for the benefit, use and enjoyment of the Recreational Facilities Users.

(d) **"Recreational Facilities Users"** shall mean the owners of residential lots and residential townhomes within the Skye Estates Master Development and their guests and invitees who have the right to use the Recreational Facilities.

(e) **"Parcel"** and **"Parcels"** means individually Lot A or Lot B and collectively Lot A and Lot B.

(f) **"Party"** and **"Parties"** means individually MRFP or Horton and collectively MRFP and Horton.

2. Term. The Easements, rights and privileges granted to MRFP and to Horton hereunder shall be perpetual.

3. Grant of Lot B Parking Easement. MRFP, as the owner of Lot B, hereby grants and conveys to Horton, as the owner of Lot A, a perpetual, non-exclusive right and easement (the **"Lot B Parking Easement"**) on, over, under, across and through the portions of Lot B used from time to time for vehicular parking (the **"Lot B Parking Areas"**), for use by the owner of Lot A and also the Recreational Facilities Users. There shall be no charge for parking in the Lot B Parking Areas.

4. Grant of Lot B Access Easement. MRFP, as the owner of Lot B, hereby grants and conveys to Horton, as owner of Lot A, a perpetual, non-exclusive right and easement (the **"Lot B Access Easement"**) on, over, under, across and through the portions of Lot B used from time to time for vehicular access (the **"Lot B Access Drives"**) for ingress to and egress from Lot A by the owner of Lot A and also the Recreational Facilities Users. There shall be no charge for the use of the Lot B Access Easement. The Parties acknowledge and agree that the Lot B Access Easement may be used by pedestrians and vehicles including, without limitation, by delivery trucks to make deliveries to the Recreational Facilities located on Lot A.

5. Grant of Lot B Utility Easement.

(a) Lot A Utility Lines. MRFP, as the owner of Lot B, hereby grants and conveys to Horton, as the owner of Lot A, a perpetual, non-exclusive right and easement (the **"Lot B Utility Easement"**) on, over, under, across and through Lot B to locate, survey, upgrade, expand, entrench, maintain, repair, replace, protect, inspect and operate below ground utility lines serving Lot A and also serving the Entry Monument on Lot B, including, but not limited to, power lines, gas lines, culinary water lines, secondary water lines, storm drain lines, sanitary sewer lines and communications lines (collectively, the **"Lot A Utility Lines"**), provided that the Lot A Utility Lines shall not be located upon any portion of Lot B that is identified as a site for

the construction of a building, as depicted on Exhibit C attached hereto. The foregoing grant includes the right of ingress and egress across Lot B to and from the Lot A Utility Lines and access on and within Lot B for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the Lot A Utility Lines and the removal or replacement of the same, either in whole or in part, with either like or different size pipe or facilities. The owner of Lot A may use such portions of Lot B along and adjacent to the Lot A Utility Lines as may be reasonably necessary. There shall be no charge for the use of the Lot B Utility Easement.

(b) Installation, Maintenance, Repair and Replacement. At any time and from time-to-time the owner of Lot A shall have the right to install, repair, maintain, and/or replace any Lot A Utility Lines that serve Lot A or the Entry Monument pursuant to the Lot B Utility Easement. The owner of Lot A shall be solely responsible for all costs associated with owning, operating, maintaining, repairing and replacing all Lot A Utility Lines, including any and all costs associated with restoring Lot B to the condition in which it existed prior to the date on which the owner of Lot A began any installation, repair, maintenance or replacement of the Lot A Utility Lines. All such installation, repair, maintenance or replacement activities conducted by the owner of Lot A or its permittees must be conducted in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business conducted on Lot B. In all events, the owner of Lot A must restore any disrupted asphalt surface within Lot B within fifteen (15) days after excavation into such surface.

6. Grant of Lot B Entry Monument Easement.

(a) Entry Monument. MRFP, as the owner of Lot B, hereby grants and conveys to Horton, as the owner of Lot A, a perpetual, non-exclusive right and easement (the "**Lot B Entry Monument Easement**") on, over, under, across and through Lot B to locate, survey, construct, upgrade, expand, maintain, repair, replace, protect, inspect and operate an entry monument for the Skye Estates Master Development (the "**Entry Monument**"), which Entry Monument shall be located on Lot B within the area depicted on Exhibit C attached hereto, provided that the Entry Monument shall not be located upon any portion of Lot B that is identified as a site for the construction of a building, as depicted on Exhibit C attached hereto. The foregoing grant includes the right of ingress and egress across Lot B to and from the Entry Monument and access on and within Lot B for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the Entry Monument and the removal or replacement of the same, either in whole or in part, with construction materials selected by Horton and reasonably approved by MRFP and Highland City. The owner of Lot A may use such portions of Lot B adjacent to the Entry Monument as may be reasonably necessary. There shall be no charge for the use of the Lot B Entry Monument Easement.

(b) Construction, Maintenance, Repair and Replacement. At any time and from time-to-time the owner of Lot A shall have the right to construct, install, repair, maintain, and/or replace the Entry Monument located on Lot B pursuant to the Lot B Entry Monument Easement. The owner of Lot A shall be solely responsible for all costs associated with owning, operating, maintaining, repairing and replacing the Entry Monument, including any and all costs associated with restoring Lot B to the condition in which it existed prior to the date on which the owner of Lot A began any installation, repair, maintenance or replacement of the Entry Monument. All such installation, repair, maintenance or replacement activities conducted by the

owner of Lot A or its permittees must be conducted in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business conducted on Lot B.

7. Grant of Lot A Parking Easement. Horton, as the owner of Lot A, hereby grants and conveys to MRFP, as the owner of Lot B, a perpetual, non-exclusive right and easement (the "**Lot A Parking Easement**") on, over, under, across and through the portions of Lot A used from time to time for vehicular parking (the "**Lot A Parking Areas**") for use by the owner of Lot B and its tenants, guests and invitees. There shall be no charge for parking in the Lot A Parking Areas.

8. Grant of Lot A Access Easement. Horton, as the owner of Lot A, hereby grants and conveys to MRFP, as the owner of Lot B, a perpetual, non-exclusive right and easement (the "**Lot A Access Easement**") on, over, under, across and through the portions of Lot A used from time to time for vehicular access (the "**Lot A Access Drives**") for ingress to and egress from Lot B by the owner of Lot B and its tenants, guests and invitees. There shall be no charge for the use of the Lot A Access Easement. The Parties acknowledge and agree that the Lot A Access Easement may be used by pedestrians and vehicles including, without limitation, by delivery trucks to make deliveries to the buildings located on Lot B.

9. Grant of Lot A Utility Easement.

(a) Lot B Utility Lines. Horton, as the owner of Lot A, hereby grants and conveys to MRFP, as the owner of Lot B, a perpetual, non-exclusive right and easement (the "**Lot A Utility Easement**") on, over, under, across and through Lot A to locate, survey, upgrade, expand, entrench, maintain, repair, replace, protect, inspect and operate below ground utility lines serving Lot B, including, but not limited to, power lines, gas lines, culinary water lines, secondary water lines, storm drain lines, sanitary sewer lines and communications lines (collectively, the "**Lot B Utility Lines**"), provided that the Lot B Utility Lines shall not be located upon any portion of Lot A that is identified as a site for the construction of a building or of any Recreational Facilities, as depicted on Exhibit C attached hereto. The foregoing grant includes the right of ingress and egress across Lot A to and from the Lot B Utility Lines and access on and within Lot A for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the Lot B Utility Lines and the removal or replacement of the same, either in whole or in part, with either like or different size pipe or facilities. The owner of Lot B may use such portions of Lot A along and adjacent to the Lot B Utility Lines as may be reasonably necessary. There shall be no charge for the use of the Lot A Utility Easement.

(b) Installation, Maintenance, Repair and Replacement. At any time and from time-to-time the owner of Lot B shall have the right to install, repair, maintain, and/or replace any Lot B Utility Lines that serves Lot B pursuant to the Lot A Utility Easement. The owner of Lot B shall be solely responsible for all costs associated with owning, operating, maintaining, repairing and replacing all Lot B Utility Lines, including any and all costs associated with restoring Lot A to the condition in which it existed prior to the date on which the owner of Lot B began any installation, repair, maintenance or replacement of the Lot B Utility Lines. All such installation, repair, maintenance or replacement activities conducted by the owner of Lot B or its permittees must be conducted in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business and of the Recreational Facilities conducted

on Lot A. In all events, the owner of Lot B must restore any disrupted asphalt surface within Lot A within fifteen (15) days after excavation into such surface.

10. Maintenance and Protection of Easement Areas.

(a) Maintenance of Lot B Parking Areas and Lot B Access Drives. The owner of Lot B shall, for the benefit of the owner of Lot A and the owner of Lot B, keep or cause the Lot B Parking Areas and the Lot B Access Drives to be kept in a neat, clean, and orderly condition and properly lighted, free and clear of snow and ice, and shall repair any damage to the Lot B Parking Areas and the Lot B Access Drives. The owner of Lot B shall, at such owner's expense, perform any such repairs, replacements, maintenance and improvements in such a manner and at such times as will reasonably minimize any disruption to the use of the Lot B Parking Areas and the Lot B Access Drives.

(b) Maintenance of Lot A Parking Areas and Lot A Access Drives. The owner of Lot A shall, for the benefit of the owner of Lot A and the owner of Lot B, keep or cause the Lot A Parking Areas and the Lot A Access Drives to be kept in a neat, clean, and orderly condition and properly lighted, free and clear of snow and ice, and shall repair any damage to the Lot A Parking Areas and the Lot A Access Drives. The owner of Lot A shall, at such owner's expense, perform any such repairs, replacements, maintenance and improvements in such a manner and at such times as will reasonably minimize any disruption to the use of the Lot A Parking Areas and the Lot A Access Drives.

(c) Changes to Easement Areas. Except as expressly permitted by this Agreement, no changes to or improvements shall be placed in the Easement Areas without the prior written approval of the Party entitled to the use of such Easement Areas, except temporary structures or equipment used for maintenance and repair. The Easement Areas may not be materially changed without the prior written approval of the Party entitled to the use of such Easement Area.

(d) Protection against Unauthorized Use. Each Party shall have the right to take such steps as it reasonably deems necessary to prevent those persons not authorized by this Agreement to use the Easement Areas from using the Easement Areas for purposes not authorized by this Agreement.

11. Insurance. The owner of Lot A and the owner of Lot B shall each be responsible to obtain and maintain in full force and effect their own general liability and property damage insurance policies, which shall insure each of such Parties against damages, injuries, losses and liabilities arising from the use by each such Party of any the Easements upon the property of any other Party hereto. No Party hereto shall have any duty or obligation to provide liability or property damage insurance for the benefit or protection of any other Party hereto.

12. Default; Remedies; Self-Help.

(a) Notice and Cure. In the event any Party fails to perform or abide by any provision of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice specifying the particulars of such failure, such failure shall constitute a default, and the other Party may thereafter institute legal action against the defaulting Party for specific

performance, declaratory or injunctive relief, monetary damages, or any other remedy provided by law; provided, however, that the defaulting Party shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30) day period and such Party is diligently proceeding to rectify the particulars of such failure and rectifies the same within a period not to exceed sixty (60) days.

(b) Self-Help. If a Party fails to perform an obligation under this Agreement, then, upon the expiration of the cure period provided in Section 12(a), and upon an additional ten (10) days prior written notice (except that no additional notice shall be required in an emergency), the non-defaulting Party shall have the right, but not the obligation, to cure such default for the account of and at the expense of the defaulting Party. If the non-defaulting Party exercises its self-help right, then, within ten (10) days after receipt of an invoice from the non-defaulting Party, the defaulting Party shall reimburse to the non-defaulting Party all costs reasonably incurred by the non-defaulting Party in curing such default, plus an administrative fee equal to fifteen percent (15%) of such costs.

(c) Remedies Cumulative. In addition to the remedies set forth in this Agreement, each Party entitled to enforce this Agreement shall be entitled to exercise all other remedies provided by law or in equity to the same extent as if fully set forth herein. No remedy herein conferred upon or reserved to any Party shall exclude any other remedy herein, by law or in equity, but each shall be cumulative.

13. Casualty Damage to Easement Areas. If there is any damage or destruction of the Easement Areas that interferes with its use as described in this Agreement, the owner of such Easement Area shall repair it with due diligence. Notwithstanding the foregoing, if a Party damages or disturbs any portion of any of the Easement Areas (excluding reasonable wear and tear), such Party shall be responsible for the repair or replacement of the damages to or disturbance of the Easement Areas at its sole cost and expense. If the responsible Party has not completed its obligations within a reasonable time following the damage to or disturbance of the Easement Areas, the other Party shall have the right, but not the obligation, to make the necessary repairs or replacements and shall charge the responsible Party for the costs of the same.

14. Eminent Domain. In the event the whole or any part of the Easement Areas shall be taken or damaged by right of eminent domain or any similar authority of law or any transfer in lieu thereof (a "**Taking**"), the award for the value of the land and improvements so taken shall be paid to the owner of such Easement Area. Nothing herein shall preclude the owner of Lot A or the owner of Lot B from filing a collateral claim with the condemning authority over and above the value of the property (or portion thereof) being so taken to the extent of any damage suffered by such owner resulting from the severance of the land or improvements so taken. In the event of a partial Taking, the owner of such Easement Area shall restore the Easement Area as nearly as possible to the condition existing prior to the Taking to insure the continued use thereof by the persons and entities entitled to use the same to the extent reasonably possible following such partial Taking.

15. Covenants Run with Land. The obligations of the Parties hereunder shall be covenants running with the land and shall be binding upon the owner of Lot A and the owner of

Lot B and their successors in title. The Easements shall be appurtenant to and benefit Lot A and Lot B as provided herein. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the Parties. MRFP hereby acknowledges that Horton intends to convey Lot A to a Utah nonprofit corporation that shall be formed to serve as the master owners association for the owners of all of the residential lots and residential townhomes within the Skye Estates Master Development (the "**Master Association**"). In connection with the conveyance of Lot A by Horton to the Master Association, Horton intends to assign to the Master Association all of Horton's rights, title, interest and obligations as the owner of Lot A arising under this Agreement. MRFP hereby consents to the assignment by Horton to the Master Association of all Horton's rights, title, interest and obligations arising under this Agreement, and MRFP hereby agrees to accept the performance by the Master Association under this Agreement of all of the duties and obligations of Horton, following such assignment.

16. Breach Shall Not Permit Termination. In the event of any violation or threatened violation by a Party of any of the terms of this Agreement, the other Party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law or in equity. It is expressly agreed that a breach of this Agreement shall not entitle a Party to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any breach of this Agreement. Any breach of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and be effective against any person whose title is acquired by foreclosure, trustee's sale or otherwise.

17. Notices. Any notices under this Agreement shall be given in writing by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To MRFP: MRFP, LLC
5225 West 11000 North, Suite 100
Highland, UT 84003
Attention: Chad Christofferson

To Horton: D.R. Horton, Inc.
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020
Attention: Boyd A. Martin

or to such other addresses as may hereafter be designated in writing by the respective Parties hereto. The time of rendition or giving of notice shall be deemed to be the time when the same is actually received or delivery is attempted by certified or registered mail.

18. General Provisions.

(a) No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may only be waived by a writing signed by the Party intended to be benefited by the provisions to be waived specifically acknowledging an intent to waive such provisions. A

waiver by a Party of any breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

(b) Attorney's Fees. In the event it becomes necessary for any Party hereto to employ an attorney in order for such Party to enforce its rights hereunder, either with or without litigation, the non-prevailing Party of such controversy shall pay to the prevailing Party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party in enforcing its rights hereunder.

(c) Entire Agreement. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior understandings, agreements, or representations, verbal or written pertaining to the subject matter hereof. No modification of, or amendment to, this Agreement shall be effective unless in writing signed by all Parties. This Agreement shall not be supplemented or modified by any course of dealing.

(d) Interpretation. Whenever the context requires construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Agreement.

(e) Further Assurances. Both Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the conveyance and transfer herein provided and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Agreement.

(f) No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

(g) No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto and their successors and assigns, and no other person is to have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise, except as expressly provided herein.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(i) Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

(j) Relationship of Parties. The Parties shall not, by this Agreement nor by any act of either Party, be deemed principal and agent, limited or general partners, joint venturers or to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

(k) Authority. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or trust action, as appropriate, to execute this Agreement for and on behalf of the respective Parties.

(l) Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

MRFP, LLC,
a Utah limited liability company

D.R. HORTON, INC.,
a Delaware corporation

By: [Signature]
Title: MRFP

By: [Signature]
Jonathan S. Thornley
Title: Division C.F.O.

STATE OF UTAH)
COUNTY OF Utah) :ss

The foregoing instrument was acknowledged before me this 9th day of July, 2013, by Bart Porokbank the Managing Member of MRFP, LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Orem, UT

My Commission Expires:
7/27/14

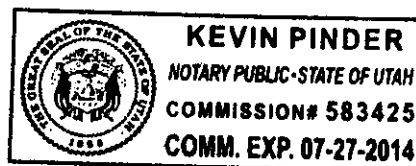


STATE OF UTAH)
COUNTY OF Utah) :ss

The foregoing instrument was acknowledged before me this 9th day of July, 2013, by Jonathan S. Thornley, as the Division C.F.O. of D.R. Horton, Inc., a Delaware corporation.

[Signature]
NOTARY PUBLIC
Residing at: Orem, UT

My Commission Expires:
7/27/14



**EXHIBIT A
TO
RECIPROCAL ACCESS, PARKING, UTILITY AND
ENTRY MONUMENT EASEMENT AGREEMENT**

Legal Description of Lot A

The real property referenced in the foregoing instrument as Lot A is located in Highland City, Utah County, Utah and is more particularly described as follows:

Lot A and Lot B Combined Legal Description:

BEGINNING AT A POINT ON THE NORTH LINE OF GRANT BOULEVARD AND THE EAST RIGHT OF WAY LINE OF HIGHLAND BOULEVARD, SAID POINT ALSO BEING NORTH 707.34 FEET AND WEST 1229.39 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE EAST RIGHT OF WAY LINE OF HIGHLAND BOULEVARD THE FOLLOWING TWO (2) COURSES; (1) NORTH 00°07'27" EAST 402.98 FEET; (2) NORTHWESTERLY 45.37 FEET ALONG THE ARC OF A 697.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 01°44'27" WEST 45.36 FEET); THENCE LEAVING SAID EAST RIGHT OF WAY LINE AND ALONG LOT A OF SKYE ESTATES PHASE 1 PLAT THE FOLLOWING EIGHT (8) COURSES: 1) NORTH 66°45'51" EAST 112.53 FEET; 2) SOUTH 47°23'09" EAST 82.22 FEET; 3) SOUTH 35°24'56" EAST 123.18 FEET; 4) SOUTH 29°46'33" EAST 81.14 FEET; 5) SOUTH 24°18'49" EAST 81.05 FEET; 6) SOUTH 17°53'21" EAST 78.87 FEET; 7) SOUTH 24°10'29" EAST 73.42 FEET; 8) SOUTH 40°54'44" EAST 130.47 FEET TO THE NORTH RIGHT OF WAY LINE OF GRANT BOULEVARD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: 1) 327.53 FEET ALONG THE ARC OF A 1926 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 85°00'09" WEST 327.13 FEET); 2) THENCE NORTH 89°52'27" WEST 32.06 FEET; 3) THENCE NORTH 83°29'07" WEST 40.44 FEET; 4) NORTH 89°52'27" WEST 35.06 FEET; 5) 23.60 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 44°58'27" WEST 21.24 FEET TO THE EAST RIGHT OF WAY LINE OF HIGHLAND BOULEVARD AND THE POINT OF BEGINNING.

CONTAINS 3.25 ACRES

LESS AND ACCEPTING THEREFROM THE FOLLOWING LEGAL DESCRIPTION
OF LOT B:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF
SUNCREST DRIVE, SAID POINT BEING SOUTH 89°52'52" WEST, ALONG
THE SECTION LINE, 1230.93 FEET TO THE EAST RIGHT OF WAY LINE
OF SUNCREST DRIVE; THENCE NORTH 00°07'27" EAST, ALONG SAID
EAST RIGHT OF WAY LINE, 709.90 FEET FROM THE SOUTHEAST
CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT
LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°07'27"
EAST, ALONG SAID EAST RIGHT OF WAY LINE, 261.96 FEET; THENCE
SOUTH 89°59;22" EAST 221.05 FEET; THENCE SOUTH 30°02'42" EAST
16.12 FEET; THENCE SOUTH 00°00'38" WEST 270.95 FEET; THENCE
107.39 FEET ALONG THE ARC OF 1926.00 FOOT NON-TANGENT RADIUS
CURVE TO THE LEFT (CHORD BEARS NORTH 88°16'37" WEST 107.38
FEET); THENCE NORTH 89°52'27" WEST 32.06 FEET; THENCE NORTH
83°29'07" WEST 40.44 FEET; THENCE NORTH 89°52'27" WEST 35.06
FEET; THENCE 23.60 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS
TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 44°58'27"
WEST 21.24 FEET) TO THE EAST RIGHT OF WAY LINE OF SUNCREST
DRIVE AND THE POINT OF BEGINNING.

CONTAINS 1.48 ACRES OR 64,305 SF MORE OR LESS

**EXHIBIT B
TO
RECIPROCAL ACCESS, PARKING, UTILITY AND
ENTRY MONUMENT EASEMENT AGREEMENT**

Legal Description of Lot B

The real property referenced in the foregoing instrument as Lot B is located in Highland City, Utah County, Utah and is more particularly described as follows:

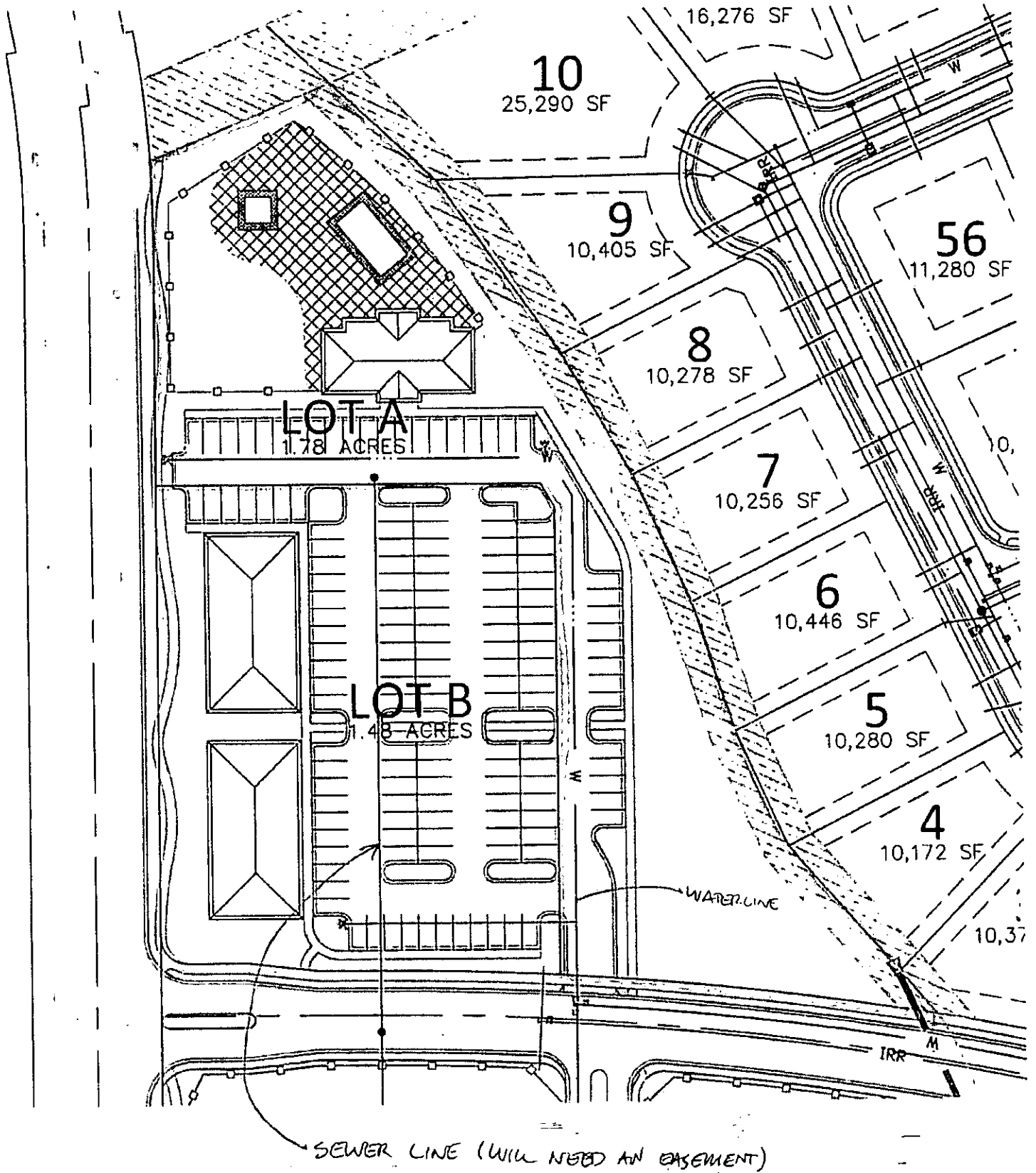
BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF SUNCREST DRIVE, SAID POINT BEING SOUTH 89°52'52" WEST, ALONG THE SECTION LINE, 1230.93 FEET TO THE EAST RIGHT OF WAY LINE OF SUNCREST DRIVE; THENCE NORTH 00°07'27" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 709.90 FEET FROM THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°07'27" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 261.96 FEET; THENCE SOUTH 89°59;22" EAST 221.05 FEET; THENCE SOUTH 30°02'42" EAST 16.12 FEET; THENCE SOUTH 00°00'38" WEST 270.95 FEET; THENCE 107.39 FEET ALONG THE ARC OF 1926.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 88°16'37" WEST 107.38 FEET); THENCE NORTH 89°52'27" WEST 32.06 FEET; THENCE NORTH 83°29'07" WEST 40.44 FEET; THENCE NORTH 89°52'27" WEST 35.06 FEET; THENCE 23.60 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT (CHORD BEARS NORTH 44°58'27" WEST 21.24 FEET) TO THE EAST RIGHT OF WAY LINE OF SUNCREST DRIVE AND THE POINT OF BEGINNING.

CONTAINS 1.48 ACRES OR 64,305 SF MORE OR LESS

**EXHIBIT C
TO
RECIPROCAL ACCESS, PARKING, UTILITY AND
ENTRY MONUMENT EASEMENT AGREEMENT**

Map Depicting the Easement Areas

LOT LINE ON PLAT





PLANNING COMMISSION AGENDA REPORT ITEM #3b

DATE: September 22, 2026
TO: Planning Commission
PREPARED BY: Rob Patterson, City Attorney/Planning & Zoning Administrator
SPONSORED BY: Planning Commission
SUBJECT: Text Amendment - Building Height Regulations
TYPE: Development Code Update (Legislative)

PURPOSE:

The Planning Commission will hold a public hearing to consider proposed amendments to the Development Code regarding building height regulations.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission hold a public hearing, consider the proposed amendments and options regarding how to measure building height, and recommend the adoption of the proposed amendments with the options and any changes desired by the Planning Commission.

PRIOR REVIEW:

The Planning Commission previously discussed the desire to modify how Highland City measures building height, as the current code is somewhat unclear and can allow for regrading of property and building heights that exceed reasonable residential construction. On July 28, 2026, the Commission discussed amending the code to measure building height from curb or from existing/natural grade for sloped lots, and asked staff to prepare the amendments.

BACKGROUND & SUMMARY OF REQUEST:

Currently, building height in most zones, including all residential zones, is measured as follows:

- Begin with the highest point of finished grade at foundation;
- Top of foundation can be no more than 24 inches above that point;
- Top of roof peak can be no more than the maximum allowed building height above the top of foundation (typically 35 feet for residences)

This allows building height for residences to be 37 feet above the highest point of finished grade on a lot. And because it is measured from finished grade, this also allows properties to be regraded to further increase the height of the lot/building. While the code has some regulations regarding average height and maximum allowed slope, these provisions are somewhat ambiguous and, under current state law, are difficult to enforce given the limits state law imposes on what cities can require with building permits.

State law allows cities only to require specific information in a building permit, which includes "topographic details, if the slope of the lot is greater than 10%," and "curb and gutter elevations as indicated in the subdivision documents." UCA 10-20-909.

The proposed amendments change and simplify the City's building height regulations and align them with state law. The amendments propose two ways of measuring building height:

- Average elevation of top back of curb (or sidewalk or road if no curb)
- Average elevation of existing grade at all corners of the proposed building

This way, for a relatively flat and straight-forward lot, builders and the city can use curb elevations to determine building heights. For lots with greater slopes or unique topography (including tear-downs of existing buildings), the builder can choose to provide existing grade points and calculate height from that.

Staff has proposed two additional options for consideration. With the measurement from curb, staff has considered still allowing for the 2-foot foundation for the bottom of the height measurement, so that maximum building height would essentially be up to 2 feet above curb elevation. This option is proposed for consideration because builders in Highland are familiar with the City's 2-foot foundation rule for building height, and this would allow that rule to continue in some form. This amendment is not required, but is offered for consideration.

The other option staff has proposed is when building height is measured from existing grade, it is measured from the lowest corner of the building, rather than from average corner elevation. This would further limit how high buildings can be built on lots that slope up, away from the curb. This amendment is also not required, but is offered for consideration.

The other amendments in the document revise the various zone's discussion of building heights to reflect the updated language and measurements. Some commercial zones (Town Center, PO zone) measure building height in a particular way, so those zones were not amended. They were included for the Commission's review, in case the Commission does desire to amend them as well. Staff has also proposed adding a definition of "existing grade" as, "The elevation of the ground surface as it exists prior to excavation or filling." This language mirrors the building code definition of existing grade.

STAFF REVIEW & PROPOSED FINDINGS:

Staff has prepared the proposed amendments based on the direction from the Planning Commission, consultation with the City's building official, and review of other cities' codes. Staff believes that the code should be straightforward to implement and supports the changes.

MOTION:

I move that the Planning Commission recommend approval of the proposed amendments related to building height.

ATTACHMENTS:

1. Proposed Building Height Amendment - PC

[R-1-40] 3-4105 Height Of Buildings

1. The maximum ~~h~~Height of ~~any b~~Building in the R 1 40 Zone shall not exceed thirty-five (35) feet ~~from . The height is measured from one location along any elevation where~~ the “Grade of Building” (as defined in Chapter 10-102(23)) ~~to the highest part of the building is at its greatest vertical distance. On sloped lots where the grade difference exceeds four feet in elevation the averaged maximum “Height of Building” (as defined in 10-102(26)) in the R-1-40 Zone shall not exceed an average height of thirty-five (35) feet above grade of building as defined in Section 10-202(23).~~
2. No building shall be constructed to less than the height of 10 feet or one story above ~~finished g~~Grade of Building.

[R-1-20] 3-4205 Height Of Buildings

1. The maximum ~~h~~Height of ~~any b~~Building in the R-1-20 Zone shall not exceed thirty-five (35) feet ~~from . The height is measured from one location along any elevation where~~ the “Grade of Building” (as defined in Chapter 10-102(23)) ~~to the highest part of the building is at its greatest vertical distance. On sloped lots where the grade difference exceeds four feet in elevation the averaged maximum “Height of Building” (as defined in 10-102(26)) in the R-1-20 Zone shall not exceed an average height of thirty-five (35) feet above grade of building as defined in Section 10-202(23).~~
2. No building shall be constructed to less than the height of 10 feet or one story above ~~finished g~~Grade of Building.

[R-1-30] 3-4255 Height Of Buildings

1. The maximum ~~h~~Height of ~~any b~~Building in the R-1-30 Zone shall not exceed thirty-five (35) feet ~~from . The height is measured from one location along any elevation where~~ the “Grade of Building” (as defined in Chapter 10-102(23)) ~~to the highest part of the building is at its greatest vertical distance. On sloped lots where the grade difference exceeds four feet in elevation the averaged maximum “Height of Building” (as defined in 10-102(26)) in the R-1-30 Zone shall not exceed an average height of thirty-five (35) feet above grade of building as defined in Section 10-202(23).~~
2. No building shall be constructed to less than the height of 10 feet or one story above ~~finished g~~Grade of Building.

[C-1] 3-4307 Building Height

1. The maximum height for all buildings shall not exceed thirty (30) feet, measured from ~~the Grade of Building~~natural grade, and no building shall be erected to a height less than ten (10) feet or one story above grade. ~~Where the ground or the top of the building is uneven in height, the average elevation thereof shall apply.~~ Maximum height shall include signs and parapets or any other projection from the building.

[CR] 3-4357 Building Height

1. The maximum ~~H~~height ~~of for all b~~BBuildings shall be forty-five (45) feet, measured from the ~~Grade of Building~~finished grade.
2. ~~and n~~No building shall be erected to a height less than ten (10) feet or one story above ~~finished g~~Grade of Building.

[A-1] 3-4406 Height Of Buildings

1. The maximum ~~h~~HHeight of ~~any b~~BBuilding in the A-1 Zone shall not exceed thirty-five (35) feet ~~from~~. ~~The height is measured from one location along any elevation where the~~ “Grade of Building” (as defined in ~~Chapter 10-102(23)~~) ~~to the highest part of the building is at its greatest vertical distance. On sloped lots where the grade difference exceeds four feet in elevation the averaged maximum~~ “Height of Building” (as defined in ~~10-102(26)~~) in the A-1 Zone shall not exceed thirty five (35) feet.
2. No building shall be constructed to less than the height of 10 feet or one story above ~~finished g~~Grade of Building.

[R-P] 3-4507 Building Height

1. The maximum ~~H~~height ~~of for all b~~BBuildings shall not exceed thirty (30) feet, measured from ~~natural g the Grade of Building, and no building shall be~~ erected to a height less than ten (10) feet or one story above grade. ~~Where the ground or the top of the building is uneven in height, the average elevation thereof shall apply.~~ Maximum height shall include signs and parapets or any other projection from the building.

[SCALO] 3-4608 Building Height

1. The maximum ~~h~~Height of ~~any b~~Building in the Senior Care Assisted Living Overlay zone shall not exceed thirty-five (35) feet from. ~~The height is measured from one location along any elevation where the “Grade of Building” (as defined in Chapter 10-102(23)) to the highest part of the building is at its greatest vertical distance. On sloped lots where the grade difference exceeds four feet in elevation the averaged maximum “Height of Building” (as defined in 10-102(26)) in the Senior Care Assisted Living Overlay Zone shall not exceed thirty five (35) feet consistent with Attachment “C”.~~
2. No building shall be constructed to less than the height of 10 feet or one story above ~~finished g~~Grade of Building.

[Town Center] 3-4713 Architectural Design

5. Building Height and Location. Buildings shall be defined by District. It is the intent of this zone to create separate unique districts with specific determined uses and environments appealing to both automotive and pedestrian scales. This will be accomplished by defining the street edge and incorporating pedestrian elements to the street and buildings. In addition, buildings shall be designed and located to address the street it is located adjacent to. These important elements are defined as follows:

- a. All buildings shall be set back a minimum of ten (10) feet from the nearest right-of-way; and
- b. All commercial buildings along Town Center Boulevard, Town Square Park East, Town Square Park West, Parkway East and Parkway West shall be located as close as reasonably possible to adjacent buildings with the preference of a zero lot line design concept except in areas designated as access for parking or pedestrians. Any area between buildings along the previously identified right-of-ways shall be developed as paseos (pedestrian access points between parking and building fronts) or plazas.
- c. All building structures above the ground floor shall be setback a minimum of eight (8) feet from the lower fronting vertical wall along Town Center Boulevard, Parkway East, Parkway West, Town Square East, and 10700 North.
 - i. For non-residential it is highly recommended and for residential uses it shall be required that the area above the ground floor within the setback shall be designed and engineered to be a functional balcony, courtyard, garden, outdoor patio, outdoor seating area, or similar that promotes private use and public interaction.
- d. Town Center Commercial Retail District.
 - i. Height. Height shall be measured from curb of the adjacent street to the highest point of a building which may be the top of the cornice or roof ridge. Buildings within the Town Center Commercial Retail District shall be a maximum of forty (40) feet tall as measured from the top of the curb on the closest adjacent public street.
 - ii. Upper floors. Upper floor uses shall not exceed two (2) stories for a total of three (3) stories.
- e. Town Center Flex Use District.

- i. Height. Height shall be measured from the foundation to the highest point of a building which may be the top of the cornice or roof ridge. Buildings within the Town Center Flex Use District shall be a maximum of fifty (50) feet in height as measured from the top of the curb on the closest adjacent public street.
 - ii. Upper floors. Upper floor uses shall not exceed two (2) stories for a total of three (3) stories.
 - (1) Above the ground floor, all buildings along Town Center Boulevard, Town Square Park East, 10700 North, Parkway East and Parkway West shall be setback horizontally a minimum of eight (8) feet from the lower fronting vertical wall.
 - iii. Balconies. Residential units above the ground floor along Town Center Boulevard, Town Square Park East, 10700 North, Parkway East and Parkway West shall be setback horizontally a minimum of eight (8) feet from the lower fronting vertical wall.
 - (1) The area above the ground floor within the setback shall be designed and engineered to be a functional balcony, courtyard, garden, outdoor patio, outdoor seating area, or similar that promotes private use and public interaction.
 - iv. Location. A significant majority of all building fronts and front doors within the Town Center Flex Use District shall be a maximum of ten (10) feet from an existing/planned right-of-way (not driveway or parking area). A building may be located a maximum of 20 feet from a rear property line if a structure has already been constructed along its adjacent right-of-way first, guaranteeing massing and pedestrian activity along the planned right-of-ways within the Town Center.
- f. Town Center Mixed Use Residential District.
- i. Height. Buildings within the Town Center Mixed Use Residential District shall be a maximum of fifty (50) feet in height as measured from the top of the curb on the closest adjacent public street to the highest point of a building which may be the top of the cornice or roof ridge.
 - ii. Upper floors. Upper floor uses shall not exceed two (2) stories for a total of three (3) stories.
 - (1) Above the ground floor, all buildings along Town Center Boulevard, Town Square Park East, 10700 North, Parkway East

and Parkway West shall be setback horizontally a minimum of eight (8) feet from the lower fronting vertical wall.

- iii. Balconies. Residential units above the ground floor along Town Center Boulevard, Town Square Park East, 10700 North, Parkway East and Parkway West shall be setback horizontally a minimum of eight (8) feet from the lower fronting vertical wall.

- (1) The area above the ground floor within the setback shall be designed and engineered to be a functional balcony, courtyard, garden, outdoor patio, outdoor seating area, or similar that promotes private use and public interaction.

- iv. Location. A significant majority of all building fronts and front doors within the Town Center Flex Use District shall be a maximum of ten (10) feet from an existing/planned right-of-way (not driveway or parking area). A building may be located a maximum of 30 feet from a rear property line if a structure has already been constructed along its adjacent right-of-way first, guaranteeing massing and pedestrian activity along the planned right-of-ways within the Town Center.

g. Town Center Civic District.

- i. Height. Buildings within the Town Center Civic District shall be a maximum of fifty (50) feet tall, as measured from the top of the curb of the adjacent street, to create a more substantial, prominent and aesthetically permanent structure consistent with adjacent structures within the Town Center.
- ii. Location. Any portion of all buildings within the Town Center Civic District shall be a maximum of fifteen (15) feet from a property line or fifteen (15) feet from an existing/planned right-of-way, whichever is closer.

[PO] 3-4907 Building Height

1. Except as required to comply with Subsection (2), the maximum height of any building in the Professional Office zone shall not exceed thirty-five (35) feet measured from the highest point on the top back of curb along the property's public street frontage. If a property has multiple frontages, height shall be measured from curb adjacent to the street with the greater vehicular use.
2. No building shall be constructed to a height of less than 15 feet from the point where finished grade is at its highest elevation and meets the foundation.
3. No building shall have more than one basement story.
4. Building height shall be measured to the highest part of the building, including parapets and other screening features, and HVAC and other mechanical equipment, but not including chimneys, church towers, and similar structures.
5. Buildings on property fronting the east side of Highland Boulevard between Timpanogos Highway and Sunflower Drive shall comply with the following:
 - a. Buildings shall not be constructed in excess of one story, regardless of any other provision, guideline, or regulation set forth in this Article.
 - b. Buildings may have a single basement level that is located entirely beneath the point where finished grade is at its highest elevation and meets the foundation.

[P-I] 3-4947 Building Height

1. The maximum ~~H~~height of ~~any b~~Building in the Public Institution Zone shall not exceed thirty-five (35) feet ~~from~~ ~~.-The height is measured from one location along any elevation where the~~ "Grade of Building" (as defined in ~~Chapter 10-102(23)) to the highest part of the building is at its greatest vertical distance. On sloped lots where the grade difference exceeds four feet in elevation the averaged maximum~~ "Height of Building" (as defined in ~~10-102(26)) in the Public Institution Zone shall not exceed thirty-five (35) feet.~~
2. No building shall be constructed to less than the height of 10 feet or one story above ~~finished g~~Grade of Building.
3. Maximum height shall include any portion of any object connected to the building or projecting from the building.

[P-U] 3-41007 Building Height

1. The maximum ~~h~~Height of ~~any b~~Building in the Public Utility Zone shall not exceed thirty-five (35) feet from. ~~The height is measured from one location along any elevation where the~~ “Grade of Building” (as defined in Chapter 10-102(23)) ~~to the highest part of the building is at its greatest vertical distance. On sloped lots where the grade difference exceeds four feet in elevation the averaged maximum~~ “Height of Building” (as defined in 10-102(26)) ~~in the Public Utility Zone shall not exceed thirty five (35) feet.~~
2. No building shall be constructed to less than the height of 10 feet or one story above ~~finished g~~Grade of Building.
3. Maximum height shall include any portion of any object connected to the building or projecting from the building.

10-102 Definitions

The following words, as used in this Title, shall have the meaning ascribed to them:

...

32. Existing Grade. The elevation of the ground surface as it exists prior to excavation or filling.

389. Grade of Building. Grade of building is either of the following:

- a. †The [top of foundation, which shall not exceed twenty-four inches (24") above the] average elevation of the top back of curb along the front property line, or, if there is no curb, the average elevation of the higher of the sidewalk or road surface along the front property line;
- b. The [lowest OR average] elevation of the existing grade of the property at all corners of all exterior walls of the proposed building.

~~top of the foundation at its closest point to finished grade where the grade of the lot is at its highest elevation. The bottom of the first finished floor may not exceed 24" above grade at the point where finished grade is at its highest elevation and meets the foundation. This point where grade is at its highest elevation and touches the foundation shall not exceed a vertical elevation exceeding a 12% positive slope from the top of the curb adjacent to the driveway approach at its highest elevation. A negative grade within ten (10) feet of the foundation is not permitted.~~

421. Height of Building. The largest vertical distance between the "Grade of Building" and the highest point of the building. ~~The greatest vertical distance on one side of a home between the foundation where the grade of the lot is at its highest elevation to the highest peak of any exposed roofline.~~ Structures including chimneys, church towers, and similar structures, are excluded in determining height.

[Renumber sections accordingly]