



HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.harrisvillecity.gov

PLANNING COMMISSION:

Angie Francom
Chad Holbrook
Isaac Thomas
Christina Palmer
Ruben Morales
Steven Hempel

Harrisville City Planning Commission Harrisville City Offices 363 W Independence Blvd – Harrisville Wednesday, September 9, 2026

AMENDED AGENDA

1. **CALL TO ORDER**
2. **CONSENT APPROVAL** – of Planning Commission meeting minutes from August 5, 2026.
3. **PUBLIC HEARING** – to take comments for/against Ordinance 575: an ordinance adopting a master development agreement for Weber County Parcel Number 11-021-0009 located at approximately 640 West Harrisville Road.
4. **DISCUSSION/ACTION/RECOMMEND** – to recommend Ordinance 575: an ordinance adopting a master development agreement for Weber County Parcel Number 11-021-0009 located at approximately 640 West Harrisville Road.
5. **DISCUSSION/ACTION/RECOMMEND** – to grant Preliminary Plat for Dixon Creek 2B located at 1243 North Washington Blvd.
6. **DISCUSSION** on residential zoning requirements for repealed R-3 and R5-6 Land Use Zones.
7. **PUBLIC COMMENTS** – (3 minute maximum)
8. **COMMISSION/STAFF FOLLOW-UP**
9. **ADJOURN**

Certificate of Posting and Notice

I, the Deputy Recorder of Harrisville City, Utah, certify that the foregoing Planning Commission agenda was posted according to UCA §52-4-103(7) and can be found at City Hall, on the City's website www.harrisvillecity.gov, and at the Utah Public Meeting Notice Website at <http://pmn.utah.gov>. Audio of this meeting can be found on the city's YouTube channel of @HarrisvilleCity1962 and at the Utah Public Meeting Notice Website at <http://pmn.utah.gov>. Notice of this meeting has also been duly provided as required by law. In accordance with the Americans with Disabilities Act (ADA), the Harrisville City will make reasonable accommodations for participation in the meeting. Please make a request for accommodation with the City Offices at 801-782-4100 at least three (3) business days prior to any meeting.



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- 2. OATH OF OFFICE**
- 3. CONSENT APPROVAL** – of Planning Commission meeting minutes from August 5, 2026.
- 4. PUBLIC HEARING** – to take comments for/against Ordinance 575: an ordinance amending the zoning map for certain parcels located at approximately 640 West Harrisville Road.
- 5. DISCUSSION/ACTION/RECOMMEND** – to recommend Ordinance 575: an ordinance amending the zoning map for certain parcels located at approximately 640 West Harrisville Road.
- 6. DISCUSSION/ACTION/RECOMMEND** – to grant Preliminary Plat for Dixon Creek 2B located at 1243 North Washington Blvd.
- 7. DISCUSSION** on residential zoning requirements for repealed R-3 and R5-6 Land Use Zones.
- 8. PUBLIC COMMENTS** – (3 minute maximum)
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- 10. ADJOURN**

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Harrisville City Planning Commission Minutes

Harrisville City Offices

363 W Independence Blvd – Harrisville

Wednesday, August 5, 2026 – 7:00 PM

Commissioners: Angie Francom, Chair
Chad Holbrook, Vice Chair
Isaac Thomas
Christina Palmer
Ruben Morales
Steven Hempel

Staff: Jennie Knight, City Administrator
Sarah Wichern, City Planner
Cynthia Benson, Deputy Recorder
Bryan Fife, Public Works Director

Visitors: Marv Farrell, Steven Hempel.

1. CALL TO ORDER

Chair Francom called the meeting to order and welcomed all in attendance.

2. OATH OF OFFICE

Chair Francom welcomed Steven Hempel to the Planning Commission. Oath of Office was administered by Cynthia Benson, Deputy Recorder.

3. CONSENT APPROVAL – of Planning Commission meeting minutes from July 8, 2026.

MOTION: Commissioner Holbrook motion to approve the Planning Commission meeting minutes of July 8, 2026. Commissioner Palmer second the motion. Motion passed with all in favor.

4. PUBLIC HEARING – to take comments for / against Ordinance 573: proposed text change to Land Use Sections HCMC§11.01.060, HCMC§11.08.020, and HCMC§11.10.020.

Sarah Wichern said the city received an application to expand uses for a produce stand in the A-1 zone. Currently, you are allowed to sell only what has been produced on your land. The reason the city is considering this is because Agricultural parcels within Harrisville City are generally small and can be difficult to maintain as economically viable agricultural operations. The proposed amendments are intended to provide property owners with additional opportunities to market and sell agricultural products while reducing the overhead costs associated with operating from a separate commercial location. Staff looked at how to achieve balance and expand without unattended consequences to neighboring properties.

The following are staff recommendations. However, the commission decides what the beneficial balance for the surrounding neighborhood would be. Staff felt the current definition for Commercial Crop and Fruit Production (HCMC §11.01.060) is not clear. They recommend changing the definition to "Produce Stand", which means a temporary or permanent structure, or an outdoor area, used for the display and sale of fruits, vegetables, and other agricultural products, including accessory consumable products as permitted by this title. A produce stand is accessory to agricultural production and is intended primarily for the sale of products grown or produced on the subject property or as otherwise permitted by this title. A produce stand shall not include a

grocery store, convenience store, restaurant, or other general retail establishments.

Commissioner Holbrook asked for examples of accessory consumable products. Sarah Wichern replied that these are items such as bread, canned goods, cookies, and other homemade goods. They would be subject to the health department regulations and agricultural regulations.

Sarah Wichern said in the HCMC §11.08.020 Uses Table the title would be the only item changing. Produce stands would be permitted in every zone.

Sarah Wichern said regulations would be found in HCMC §11.10.020 Special Regulations. Produce Stand is a permanent or temporary structure used for the selling of produce may be permitted. Section “A” says all produce sold on site shall be grown on the same parcel where the produce, vegetables or fruit is raised except in the A-1 zone. All other zones that are primary residential would adhere to the same regulations we have always had where if you are growing your own product, you can sell that at your stand, but we want to give some exceptions to the A-1 zone where they do have larger buffers available. Staff are proposing in the A-1 zone, at least one of the products, or produce, offered shall be grown, or produced, on the subject property and at least 50% of all produce and products offered for sale shall be grown or produced within Harrisville City. Produce stands in the A-1 zone may also sell accessory consumable products provided such products are produced within Harrisville City comply with all applicable health department regulations and constitute no more than 20% of the products offered for sale. Items such as tomatoes, potatoes, hay, corn, and bread. Products that could be consumable without seeing the entire offering of consumables. All products should comply with the regulations of the Department of Agriculture and Food.

Permanent structures need to meet the requirements for an accessory dwelling. The city code already has standards for this.

Section “C” refers to temporary structures in the A-1 or R-1-20 zones. The additions here would be no larger than 1,000 square feet for the A-1 zone or 1% of the lot area, whichever is least. One (1) acre would be 400 square feet. Two (2) acres would be 800 square feet. Once over 2 ½ acres, the size would be capped at 1,000 sq feet. In the R-1-20, it would be the same at 100 square feet. Staff did have the thought to increase this number to 150 square feet because most canopies sold are 12x12. The commissioners thought this was agreeable. Miss Wichern asked them to include this change as part of the motion.

Sarah Wichern said we do not have this in the specific code right now, but we want all Produce Stands to comply with the side yard setback requirements of the applicable zone. This way the owner of the stand would not be placing it right next to someone else’s property.

The next change was to change Harvest time to Harvest season in order to encompass the whole growing season. The commissioners and staff gave many examples of what this meant including pumpkins grown on the property and then made into pumpkin pies. This would also encompass other items that would be valuable for purchase beyond the harvest time.

Sarah Wichern reviewed setbacks. She said fifteen (15) feet from the edge of the road can be ambiguous. Section 5 states fifteen (15) feet from the edge of the road. Then with Section 6 we placed an extra provision to make sure there was no obstruction of sight distance for the property or neighboring properties. We have provisions like this in other city codes.

Section D will need to be updated to say temporary shade can be no larger than 150 square feet or 100 feet is permitted in the front yard setback in the RE-15 or RE-10 zones provided placed only during the harvest and season of the product being sold and complies with side yard setback requirements.

With these last sections, she realized there were no provisions for parking. Section E was added to the code to accommodate this regulation which reads *“One dedicated off-street parking space must be provided for each 100 square feet of permanent or temporary produce stand.”* These can be dirt. She is worried about SWPPP. She would like to know if the commission would like to include a hard surface or gravel to meet this requirement to prevent mud from being dragged onto the street. The commission discussed options to meet this requirement such as bark, traction pads, or gravel. Staff’s suggestion was to include in the motion the parking surface must have gravel or hard surface access. Chair Francom clarified that this area would need to be the transition space for the cars to drive over and knock off the dirt before entering city street.

Section E is the last requirement which are operation hours from 8am to 8pm. Commissioner Thomas asked if this was similar hours for the home occupation requirements. Sarah Wichern replied she reduced the hours because this will allow for more traffic than our home occupational uses. This has more of a retail nature to it. This is also why she added this use needs to be on an agricultural parcel and needs to have certain setbacks, so it does not compete with the residential nature. Agricultural pieces typically are on larger frontages which would allow for more traffic than a home occupation.

Commissioner Hempel said on C.6 we added the provision will not obstruct neighboring properties. He felt the revision in C.6 would be better added to Section D as D.1. The commission and staff discussed this and decided it would be a good consideration to add to the ordinance. Sarah Wichern suggested moving C.3 and C.6 to its own section and making it applicable to all zones. Commission agreed.

The commission further discussed the hours of operation. They liked the consideration from 8am to 8pm. Sarah Wichern said she is looking at this ordinance as a way to promote agricultural uses in Harrisville, apply regulations to prioritize products grown within Harrisville, require size and setbacks to protect neighborhood, and a clearer definition of the use.

Marv Farrell stated his first concern was the tracking of mud. He said just last week, he brought in a couple of loads of road base which is a UDOT approved road base. It is a one (1) inch minus which means when you drive on it, you will not sink and it will also compact better. There is dust on it which does track on the road. He is uncertain how to manage. If it rains or gets wet, it will track out. His thought is to bring in another load of gravel and place it on top of the road base at the entrance and exit to minimize anything that gets tracked out. He said he would do it anyway, but this could be a recommendation. However, he asked the commission to look at others as well and not just him. The commission and the applicant continued to discuss options to minimize the tracking of mud onto city roads such as his experience with this issue, traction pads, and the use of hay/straw during the wet seasons. They also discussed his parking area as it currently stands and what it could potentially be after the road expansion.

Marv Farrell’s feels 8am to 8pm is reasonable. He has already tried these hours. People will stop sometimes at 7am when he is there. What he has noticed is the morning people will stop. One or

two will stop at lunch. In the evening, on their way home, they stop for dinner or such. Sometimes he has people there in the late evening hours. The commission, staff, and applicant discussed other options for the time. In the end they all decided 7am to 9pm for the A-1 zone. All other zones would remain from 8am to 8pm.

Marv Farrell said he currently has a canopy on the corner of the property where the neighbor's driveway is. He has been keeping the visible line of sight for the neighbor. He has currently placed the canopy fifteen (15) feet back from the edge of the road. However, when the road expansion occurs the setback would put the canopy and the fence on the back of the sidewalk. After some discussion the current setbacks were reviewed to give clarity on what the setbacks should be. They decided to keep the fifteen (15) foot setback from the asphalt and ten (10) feet for the side setback for permanent or temporary structures.

They also reviewed approved signage and placement of them. Sarah Wichern said the city code already has codes to govern these regulations.

Chair Francom reviewed the rules of a public hearing before entertaining a motion to open the public hearing.

MOTION: Commissioner Thomas motion to open the public hearing. Commissioner Morales second the motion. Motion passed with all in favor.

There were no public comments.

MOTION: Commissioner Holbrook motion to close the public hearing. Commissioner Morales second the motion. Motion passed with all in favor.

5. DISCUSSION/ACTION/RECOMMEND – recommendation of Ordinance 573: proposed text change to Land Use Sections HCMC§11.01.060, HCMC§11.08.020, and HCMC§11.10.020.

Chair Francom reviewed her notes for the recommendation if the commission wishes to give a positive recommendation with changes such as canopy size and what zones it would be applicable, off-street parking, SWPPP requirements for egress, and hours of operation.

MOTION: Commissioner Hempel motioned to recommend adoption of Ordinance 573: proposed text change to Land Use Sections HCMC§11.01.060, HCMC§11.08.020, and HCMC§11.10.020 with the following changes; Item C2 changed to allow up to 150 square feet for R-1-20, R-1-15, and R-1-10; Items C3 and C6 apply to all zones; Section D, temporary shade canopy no more than 150 sq feet: Off street parking must have gravel, road base, or hard surface access to serve as a transition from dirt to road adequate to meet SWPPP requirements; operational hours in A-1 zones would be 7am to 9pm, all other zones would be 8am to 8pm subject to include any and all staff memos and other agency requirements and the Harrisville Municipal Code. Commissioner Thomas seconded the motion. Motion passed with all in favor.

Angie Francom	Yes
Chad Holbrook	Yes
Isaac Thomas	Yes

Christina Palmer **Yes**
Ruben Morales **Yes**
Steven Hempel **Yes**

The motion passed with all voting in the affirmative.

6. DISCUSSION on residential zoning requirements for repealed R-3 and R5-6 Land Use Zones.

Sarah Wichern said at present we have areas in the city where the zoning requirements have been repealed. These areas are mostly built out or have been permitted development under the old zone. Staff have been looking at these areas for the future in case someone voluntarily removes a home and desires to rebuild. Staff are looking at what guidelines the commission would want to see in these areas of the city where the zoning no longer applies. The R-3 and R5-6 Land Use Zones and the planned developments are the zones staff are looking at. The R-3 allows for multi-family/higher density housing. R5-6 is similar. Commissioner Morales asked if any of these homes match our current zoning. Sarah Wichern said no and that is the issue. There is nothing in the current city code to address zoning requirements for these repealed zoning areas. Staff are looking for requirements for these zones and any other considerations in order to write a replacement zone. The new zone could contain some of the old requirements. Commissioner Hempel asked if the city would be in trouble for changing the density for these areas. Jennie Knight said if something were to happen in one of these areas, the parcel is grandfathered into its current zoning which has no requirements. Council has asked the commission to address this.

Sarah Wichern continued by saying we do not currently have really great zoning regulations for townhomes or apartments. She asked if this was something the commission would like to figure out as well. We have vague directions in our mixed-use codes which address townhomes and are not specific. The commission could create a couple of different zones to address this and apply it during a future general plan update.

Chair Francom said some of the suggestions we would need to address are items regarding moderate density. We will also need to consider single-family versus multi-family in the language. Sarah Wichern added we could make a multi-family type of zone or a single-family higher density zone. The way the code is written the smallest zone we have is R-1-10 which is about three (3) units per acre with roads. The code is currently written for the size of the lot required for development. We are moving in the direction of stating how many units are an acre to allow flexibility. For instance, as long as you have no more than six (6) units per acre you can develop as desired. This direction makes it easier for the developer and gives the city more variety. This also seems to be the general trend. Chair Francom clarified that the reason for this discussion is to have some language in the code to address these areas.

Sarah Wichern suggested adding three (3) different zones such as high density or multi-family/apartment, townhomes, and smaller single-family in the future. For now, she would like them to consider a smaller single-family zone which would be consistent in this area.

Commissioner Hempel asked how many zones the city has retired. Sarah Wichern answered we have repealed three (3) zones. We currently have four (4) residential zones that are not special use or an overlay; A-1, R-1-20, R-1-15, and R-1-10. Commissioner Holbrook said it would make sense to him to design something to match square footage or lot sizes to what is currently existing. Sarah

Wichern said she was thinking about having something between the HOAZ and the R-1-10. If looking at higher density, we could update the mixed-use zoning currently in place.

After some discussion the commission decided to wait on the highest density (multi-family/apartment) and townhomes zones and work on a smaller single-family home zones which have smaller lot sizes than the R-1-10. This new zone would replace all three (3) repealed zones for the R-3, R5-6, and the R-1-6 Land Use Zones. The committee and staff discussed the options. The smallest lot size would be 5,000 square feet lots with an average of no more than 4 ½ units per acre utilizing the HOAZ ordinance setbacks and lot frontages. They also agreed with Jennie Knight's suggestion to begin their next discussion by reviewing the standards currently applied to these repealed areas to get an average.

7. PUBLIC COMMENTS – (3 minute maximum)

There were no public comments.

8. COMMISSION/STAFF FOLLOW-UP

Jennie Knight reminded the commissioners to complete their training hours and to send to the staff any certificates or completed reading hours. Staff will send the commissioners' links for online land use training through the APA and ULCT. The League will have land use training at their fall conference. Information will be sent to the commissioners by staff.

9. ADJOURN

MOTION: Commissioner Palmer motioned to adjourn the meeting. Commissioner Morales seconded the motion. Motion passed with all in favor.

Meeting adjourned at 8:18 PM.

**Angie Francom
Chair**

**Cynthia Benson
Deputy Recorder**



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PLANNING COMMISSION

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Staff Report

Sunflower Master Development Agreement
September 1st, 2026

MEMORANDUM

To: Harrisville City Planning Commission

From: Sarah Wichern, City Planner

Agenda Date: September 9, 2026

Subject: Consideration of a Master Development Agreement to Property Located at 640 W. West Harrisville Road (Sunflower Development)

Summary

The applicant requests a Master Development Agreement (MDA) to permit 14 single-family homes on an approximately 5-acre lot at 640 W. West Harrisville Road. This updated proposal replaces a previously rejected 30-unit overlay request and aligns more closely with the surrounding neighborhood. In exchange for increased density, the developer will fund critical public infrastructure improvements.

Background

- June 2026 Proposal: The applicant originally requested a Housing Affordability Overlay Zone (HAOZ) for 30 homes (15 deed-restricted and set price limit). The Planning Commission issued a negative recommendation due to density concerns.
- Revised Proposal: The applicant reduced the scope to 14 total homes (13 additional units) on the 5-acre site.
- City Context: To combat rising infrastructure costs and meet state-mandated density targets, the City considers tailored development agreements.

Key Considerations

- **Neighborhood Compatibility:** While existing zoning requires 40,000 sq. ft. lots, 9 of the 31 existing nearby properties along West Harrisville Road are already non-conforming with smaller lot sizes or frontages. (See Exhibit A)
- **Infrastructure Benefits:** At sole expense, the developer will install ~700 feet of storm drain pipe along West Harrisville Road, construct an on-site detention basin, and preserve existing irrigation waterways for neighboring properties.
- **Tax Revenue:** Standard zoning yields only 3 additional lots. Adding 13 net-new residential properties creates nearly three times the property tax revenue, helping offset long-term municipal maintenance costs.

Recommendation

Staff recommends the Planning Commission forward a **positive recommendation** to the City Council for the Sunflower Development Master Development Agreement, subject to incorporating the City's redlined revisions.

Staff's recommendation is based on the following findings:

- Neighborhood Compatibility: Although the current zoning requires 40,000 sq. ft. lots and 100-foot frontages, the proposed 90-foot frontages and increased density align with the existing character of West Harrisville Road, where 9 of the 31 existing parcels are already non-conforming.
- Public Infrastructure Benefit: The developer is funding and installing approximately 700 linear feet of public storm drain line in West Harrisville Road at no expense to the City.
- Stormwater & Water Rights Management: The development incorporates an on-site detention basin to manage surface runoff during heavy rain events and maintains existing irrigation waterways to protect surrounding agricultural/property rights.
- Fiscal Responsibility & Municipal Sustainability: The proposed development is estimated to generate nearly three times the property tax revenue compared to the three allowable lots under standard zoning, providing necessary tax yields to help maintain city infrastructure.
- Responsiveness to Public/Commission Input: The applicant meaningfully revised the proposal downward from 30 units (under the previous HAOZ application) to 14 total units in direct response to prior Planning Commission concerns.

Note: This matter is a legislative decision; therefore, staff findings and recommendations are advisory and non-binding. The Planning Commission's recommendation and the City Council's final determination rest entirely within the discretion of those governing bodies.

Exhibit A - Non-Conforming Lots on West Harrisville Road from HWY 89 to UPRR



WHEN RECORDED RETURN TO:

Fieldstone Homes

Randy Smith

12896 S Pony Express Road #400

Draper Utah 84020

**DEVELOPMENT AGREEMENT
FOR
SUNFLOWER IN HARRISVILLE, UTAH**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2026 (**“Effective Date”**), by Fieldstone Land Investors LLC, a Utah limited liability company (**“Developer”**), and Harrisville City, a political subdivision of the State of Utah (**“City”**). City and Developer are the **“Parties”** to this Agreement, and individually each is a **“Party”** hereto.

RECITALS

- A. Developer owns a 5-acre parcel of property located in Weber County Utah, legally described on the attached and incorporated Exhibit A (**“Property”**), and known by Weber County Tax ID number 11-021-0009.
- B. Developer desires to develop the Property into a single family detached residential subdivision consisting of Thirteen (13) single family residential lots (**“Project”**) to be known as Sunflower, as generally depicted on the preliminary concept plan (**“Concept Plan”**) attached hereto as Exhibit B and incorporated herein.
- C. City desires to cooperate with Developer to permit development of the Project.
- D. The Property is currently designated within the *A-1 (Agricultural) Zone*. The Parties intend that this Agreement be applied over the Property’s existing zoning designation, and that no rezone, zone change, or overlay zone designation of the Property is required, contemplated, or a condition of this Agreement or the Project.
- E. The Concept Plan, together with the lot typical and roadway section drawings included therewith, is intended to establish the development standards governing the Project.
- F. The Parties desire to enter into this Agreement to more fully specify the rights and responsibilities of Developer to develop the Project as expressed in this Agreement and the Concept Plan, and the rights and responsibilities of City to allow and regulate such development pursuant to the requirements of this Agreement, the Concept Plan, and all other applicable laws.

NOW, THEREFORE, in consideration of the foregoing recitals (which recitals are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

AGREEMENT

1. Interpretation. Whenever in this Agreement:
 - 1.1. the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;
 - 1.2. there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;
 - 1.3. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and
 - 1.4. there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.
2. Zoning & Vesting.
 - 2.1. Upon adoption of this Agreement by City, the Property will vest as to the City ordinances in place as of the Effective Date, including the existing zoning designation of the Property, the provisions of this Agreement, and the Concept Plan, all without further action or approval by City. City acknowledges that approval of this Agreement includes approval of the Concept Plan, and developer is vested in the right to develop the Project in substantial conformance with the Concept Plan and existing City ordinances.
 - 2.2. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights and pursuant to Utah Code § 10-20-902. To the extent this Agreement and Concept Plan conflict with City ordinances, the terms of this Agreement and Concept Plan shall control, those terms having received legislative approval by City. Nothing in this Agreement shall be interpreted to deprive City of its legislative authority nor interfere with a City’s police power.

2.3. In accordance with Utah vesting laws, laws and ordinances adopted by City after the Effective Date (“**City’s Future Laws**”) shall not apply to the Project, except as follows:

2.3.1. City’s Future Laws that Developer agrees in writing apply to the Project;

2.3.2. City’s Future Laws that are both generally applicable to all properties in the City’s jurisdiction and that are required in order to comply with state and federal laws and regulations affecting the Project;

2.3.3. City’s development standards, engineering requirements, approval, and supplemental specifications applicable to public works, and any City’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AASHTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are otherwise required to meet legitimate concerns related to public health, safety or welfare;

2.3.4. Lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way Developer’s right to challenge taxes imposed by City, which right to challenge is hereby reserved;

2.3.5. Changes to the amounts of utility rates, service fees or charges, or fees for the processing of Development Applications that are generally applicable to all development within City’s jurisdiction and that are adopted pursuant to state and local law; and

2.3.6. Changes authorized under Utah Code §10-20-902, or its successor statute.

2.4. This Agreement shall become effective on the Effective Date and shall remain in effect until the earlier of: (i) final buildout and completion of the Project in accordance with this Agreement, or (ii) 5 years from the Effective Date (“Expiration Date”), unless extended by mutual written agreement of the Parties.

2.5. If the Project has not been completed prior to the Expiration Date, this Agreement shall automatically terminate and be of no further force or effect, and all rights, approvals, entitlements, and other benefits granted under this Agreement shall expire except for those portions of the Project for which final plat approval has been recorded. The development rights and approvals applicable to such recorded final plats shall remain vested and may be developed in accordance with this Agreement and applicable law.

~~2.3.6.2.6.~~

3. Development Standards.

- 3.1. The development standards governing the Project — including minimum lot area, lot width and frontage, front, side, and rear yard setbacks, building height, lot coverage, and street cross-sections and roadway design — are established exclusively by the Concept Plan and by the lot typical and roadway section drawings attached hereto as part of Exhibit B, which together constitute the complete and exclusive development standards for the Project.
- 3.2. To the extent any standard established by the Concept Plan or Exhibit B conflicts with or differs from any dimensional, design, or improvement standard of the Property's underlying zone or any other City ordinance, the standard established by the Concept Plan and Exhibit B shall control, City having granted legislative approval of such standards through its approval of this Agreement.
- 3.3. Modifications to the layout that remain consistent with the lot configuration and development standards established by the Concept Plan and Exhibit B shall not be considered material modifications, shall not require amendment of this Agreement, and may be approved by City staff.
- 3.4. Land uses in the Project will be residential.
- 3.5. The existing single family dwelling located on the Property (the "Existing Home") shall remain and shall be situated on a lot as generally depicted on the Concept Plan. The Existing Home, and the lot on which it is situated, are hereby approved as conforming to this Agreement and the Concept Plan, and neither shall be deemed nonconforming or a nonconforming use or structure by reason of lot area, lot width or frontage, setbacks, building placement, or any other dimensional or design standard of the underlying zone.

4. Approval Procedures.

- 4.1. Following the approval and adoption of this Agreement, Developer shall apply for preliminary plat approval. Preliminary plat review and approval is administrative in accordance with the terms of this Agreement. Preliminary plat approval shall only be granted when there is reasonable certainty that the Project will conform in substance to the Concept Plan and Exhibit B and otherwise comply with this Agreement.
- 4.2. Following preliminary plat approval, developer may apply for one or more final plat approvals. Review and approvals of a final plat is an administrative process, in accordance with the terms of this Agreement.

5. Phasing and System Infrastructure.

- 5.1. Developer may, but is not obligated to, develop the Project in phases. Developer reserves discretion to determine when to develop a particular portion or phase of the Property based upon Developer's business judgment, provided that phasing

shall follow a logical path allowing for continuity and infrastructure connection between phases.

- 5.2. Developer shall design and construct all system infrastructure, including roads, water, sewer, and storm water, in accordance with City infrastructure and public works standards, except for the following exceptions, which are expressly approved by the City:

- 5.2.1. The roadway section included in Exhibit B, which governs the design, dimensions, and construction of all streets within the Project in lieu of the corresponding City standard street cross-section, as established under Section 3 (Development Standards).

- 5.3. Developer shall be responsible for installation of system improvements and if appropriate, dedication thereof to the public. ~~To the extent that such improvements go beyond the Project's proportionate impact, the City shall assist Developer in obtaining reimbursement from subsequent users, or provide credit for costs or fees to Developer for such facilities as required by the rough proportionality test found in Utah State Law, Utah Code 10-20-911, and in the Nollan/Dolan line of United States Supreme Court cases.~~

- ~~5.3.~~ In exchange for the increased development rights and deviations from City standards identified in the concept plan, developer shall at its sole cost and expense design and install a storm drain line connecting the development to the existing storm drain system at or near 589 W Harrisville Road. Developer shall also be responsible for all necessary improvements to the affected properties and roadway.

- 5.4. The City shall not require the Developer to “upscale” any improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless suitable arrangements are made in advance for reimbursement to Developer for costs beyond Developer’s proportionate share.

6. Default.

- 6.1. If Developer, a Sub-developer, or a City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If a City believes that the Default has been committed by a Sub-developer, then that City shall also provide a courtesy copy of the Notice to Developer.

- 6.2. The Notice of Default shall:

- 6.2.1. Specify the claimed event of Default;

- 6.2.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

- 6.2.3. Identify why the Default is claimed to be material;

6.2.4. Propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

6.3. If the Parties are not able to resolve the Default, then the Parties ~~have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.~~ may have the following remedies:

~~6.2.5.—~~

6.3.1. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the Default.

6.3.2. The right to withhold all further review, approvals, licenses, building permits and/or other permits for development of the Project in the case of default by Master Developer, until the default has been cured or a bond has been posted to secure satisfaction for the default. A subdivision improvement agreement is required as part of subdivision approval in a separate action and form from this Agreement. The rights and remedies in the subdivision improvements agreement govern over this Agreement, and in case of conflict the stricter applies as determined by the City.

~~6.3.— The Party prevailing in any action arising from an uncured Default, or in any dispute concerning the meaning or interpretation of any provision of this Agreement, shall be awarded its reasonable and actual costs and expenses incurred in enforcing or establishing its rights hereunder, including court costs and reasonable attorney fees.~~

6.4. Limitation of Remedies

6.4.1. Exclusive Remedy. Notwithstanding any other provision in this Agreement, the parties hereby agree that the sole and exclusive remedy for any breach or violation of this Development Agreement shall be limited to those remedies provided under the Land Use Development and Management Act (LUDMA), Utah Code Ann. § 10-20-101 et seq., as amended from time to time.

6.4.2. Waiver of Contract Claims. The parties expressly waive any right to pursue a breach of contract claim or any other common law remedy not specifically authorized by LUDMA in connection with this Agreement.

6.4.3. Acknowledgement. The parties acknowledge that they have read and understand this limitation of remedies provision and have voluntarily agreed to its terms after consultation with legal counsel or having had the opportunity to consult with legal counsel.

6.4.6.5. If a Default remains uncured following the applicable cure period, the Party asserting Default may provide Notice of its intent to pursue remedies under this Agreement, including termination. If the City elects to consider termination of this Agreement, the matter shall be scheduled for consideration and review by the City's legislative body at a duly noticed public meeting, and the Party allegedly in Default shall have the right to attend and to offer written and oral evidence prior to or at such meeting.

~~6.5.6.6.~~ If the City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written Notice of termination of this Agreement to Developer by certified mail, and this Agreement shall thereafter be terminated.

~~6.6.6.7.~~ If any Default cannot reasonably be cured within sixty (60) days, the defaulting Party shall not be deemed in Default so long as it commences cure within the sixty (60) day period and thereafter diligently pursues such cure to completion.

~~6.7.6.8.~~ A default of any obligations assumed by an assignee or Sub-developer shall not be deemed a default of Developer.

~~6.8.6.9.~~ All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

Fieldstone Homes
attn: Randy Smith
12896 S Pony Express Road #400
Draper Utah 84020
notices@fieldstonehomes.com

With a copy to:

Dentons Durham Jones Pinegar
c/o Brent N. Bateman
1557 Innovation Way, Ste 400
Lehi, UT 84043
brent.bateman@dentons.com

To City:

With a copy to:

~~6.9.6.10. Notwithstanding the termination of this Agreement for any reason, any applications, development entitlements, approvals, or improvements, on any~~

~~portion of the Property in accordance with this Agreement and the Concept Plan (“Development Activities”) shall remain fully vested under this Agreement, and the fee owner of the parcels on which such Development Activities pertain shall be entitled to continue the Development Activities on its parcel in accordance herewith.~~

7. Assignability.

~~7.1. Developer may elect to sell one or more portions of the Project to a sub-developer (“Sub-developer”). Any portion of the Property (each a “Portion”) sold by Developer to a Sub-developer shall include the transfer of the right and obligation to develop such Portion in accordance with this Agreement and the Concept Plan.~~

~~7.2. The rights and responsibilities of Developer hereunder may be assigned in whole or in part, by Developer. Developer shall give the City Notice of any assignment within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party. Developer’s assignment of all or any part of the Developer’s rights and responsibilities hereunder to any entity not “related” to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City’s approval, which shall not be unreasonably withheld, conditioned or delayed. Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment.~~

~~7.3. If any proposed assignment is for less than all of Developer’s rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.~~

~~7.4. Any assignee of all or any part of Developer’s rights and responsibilities under this Agreement shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment. Any assignee is required to consult and participate in a pre-construction meeting requested by any of the City.~~

7.1. Developer shall not assign this Agreement, transfer its rights or obligations under this Agreement, sell or transfer ownership or control of the Project, or assign or substitute any subdeveloper or successor developer, without the prior written consent of the City, which consent may be withheld in the City’s sole discretion. Any attempted assignment, transfer, sale, or substitution without such consent shall be void and shall constitute a material default under this Agreement. Upon such unauthorized assignment, transfer, sale, or substitution, this Agreement shall automatically terminate unless otherwise agreed to in writing by the City.

8. General Provisions.

- 8.1. This Agreement begins on the Effective Date and will run with the land during its term, subject to the expiration and termination provisions of this Agreement.
- 8.2. This Agreement has been drafted by legal counsel for the Developer and the City, and no presumption or rule that ambiguities shall be against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 8.3. Each Party hereto agrees to cooperate in good faith with the other, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.
- 8.4. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development Agreements. If a referendum or challenge relates to the approval of this Agreement, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code § 20A-7-601, then Developer may deliver a Notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a Notice of Termination pursuant to this Section, this Agreement shall automatically terminate with respect to that City only, whereupon the Parties shall have no further rights or obligations hereunder.
- 8.5. The Parties intend that the administration, but not the approval, of this Agreement and any amendments, shall be processed through administrative land use applications to be decided by the land use authority, as those terms are defined in Utah law. Any development fee, impact fee, building fee, and/or other fees that are part of this Project shall be in the legally compliant amount of the higher of the two City.
- 8.6. This Agreement shall be recorded by any party in its entirety, at Developer's expense, in the Official Records of Weber County, Utah, and this Agreement shall run with the land.
- 8.7. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
- 8.8. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns. No other person shall have any right of action based upon any provision of this Agreement whether as third-party beneficiary or otherwise.
- 8.9. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.
- 8.10. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

- 8.11. If City approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding, or action shall be strictly construed.
- 8.12. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including but not limited to, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes, materials shortages, embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.
- 8.13. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.
- 8.14. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

Fieldstone Land Investors LLC,
a Utah limited liability company

By: _____
Name:
Its: *Manager*

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF _____)

On the _____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of Fieldstone Land Investors LLC, a Utah limited liability company, and that the foregoing instrument was executed on behalf of said company.

NOTARY PUBLIC

Approved as to form and legality:

City Attorney

Attest:

City Recorder

HARRISVILLE CITY,

a Utah political subdivision

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land, situated in the Southeast Quarter of Section 6, Township 6 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Harrisville City, Weber County, Utah. Being more particularly described as follows:

Beginning at the Northwest Corner of Everts Estates Subdivision Amendment 1 (as monumented by a 5" metal post called for on said plat), said point being South 89°46'35" West 1027.23 feet and South 00°13'25" East 138.20 feet from the East Quarter Corner of said Section 6 and running thence along the westerly line of Everts Estates Subdivision Amendment 1 and its accompanying Boundary Line Agreement the following five (5) courses and distances:

- 1) South 19°27'13" West 181.65 feet;
- 2) South 18°34'48" West 79.16 feet;
- 3) South 19°04'40" West 310.25 feet;
- 4) South 19°07'42" West 164.60 feet;
- 5) South 19°18'31" West 155.11 feet to the northerly right-of-way line of Harrisville Road;

thence North 65°56'39" West 267.00 feet along said northerly right-of-way line of Harrisville Road;

thence North 22°19'21" East 898.11 feet along an old barb wire fence;

thence South 63°16'15" East 218.38 feet to the Point of Beginning.

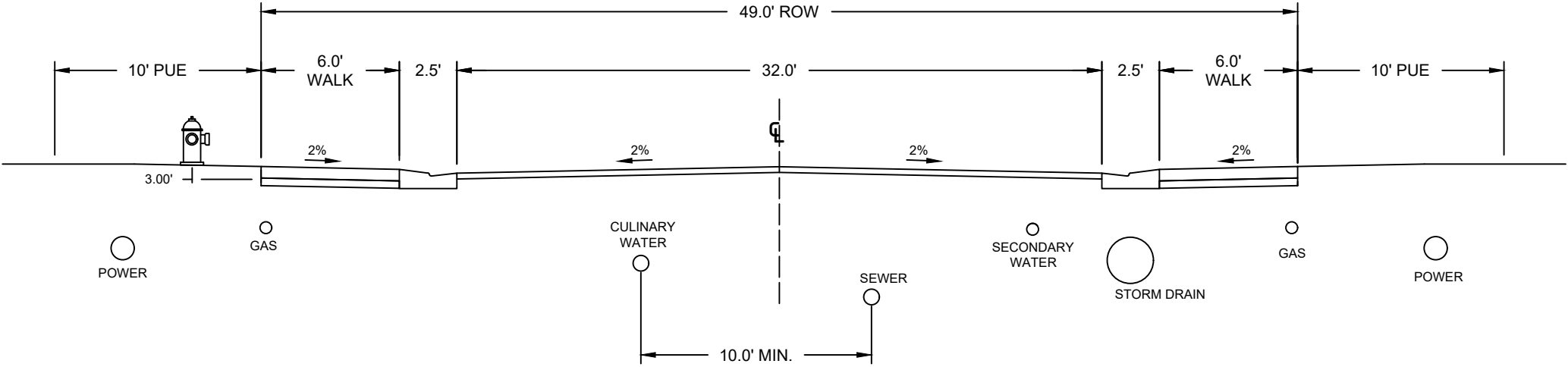
Contains: 216,248 square feet or 4.964 acres.

EXHIBIT B

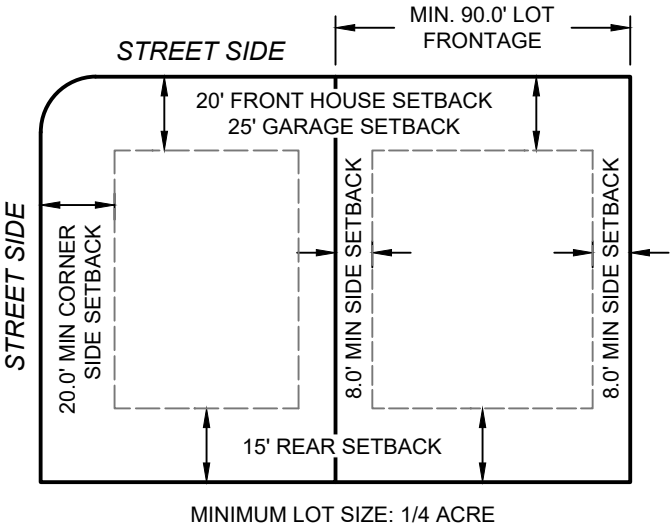
CONCEPT PLAN, LOT TYPICAL, AND ROADWAY SECTION



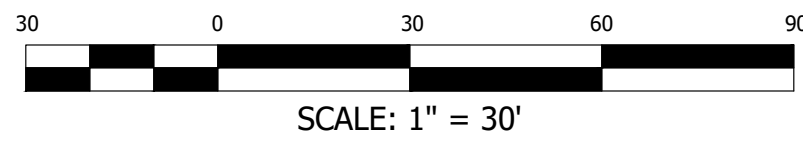
PUBLIC ROAD SECTION



LOT TYPICAL



AMENDING PARCELS A1, A2, AND B1 OF DIXON CREEK TOWNHOMES SUBDIVISION PHASE 2A
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5,
TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
HARRISVILLE CITY, WEBER COUNTY, UTAH
MAY 2026



BUILDING 6022	
UNIT	ADDRESS
221	1241 NORTH 235 EAST
222	1243 NORTH 235 EAST
223	1245 NORTH 235 EAST
224	1247 NORTH 235 EAST
225	1249 NORTH 235 EAST
226	1251 NORTH 235 EAST
227	1253 NORTH 235 EAST

BUILDING 6023	
UNIT	ADDRESS
228	1257 NORTH 235 EAST
229	1259 NORTH 235 EAST
230	1261 NORTH 235 EAST
231	1263 NORTH 235 EAST
232	1265 NORTH 235 EAST
233	1269 NORTH 235 EAST
234	1273 NORTH 235 EAST

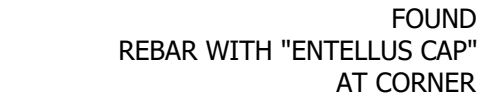
BUILDING 6024	
UNIT	ADDRESS
235	236 EAST 1275 NORTH
236	238 EAST 1275 NORTH
237	240 EAST 1275 NORTH
238	242 EAST 1275 NORTH
239	244 EAST 1275 NORTH
240	246 EAST 1275 NORTH

BUILDING 6025	
UNIT	ADDRESS
241	252 EAST 1275 NORTH
242	254 EAST 1275 NORTH
243	256 EAST 1275 NORTH
244	260 EAST 1275 NORTH
245	262 EAST 1275 NORTH
246	266 EAST 1275 NORTH
247	270 EAST 1275 NORTH

BUILDING 6027	
UNIT	ADDRESS
254	247 EAST 1275 NORTH
255	245 EAST 1275 NORTH
256	243 EAST 1275 NORTH
257	241 EAST 1275 NORTH
258	239 EAST 1275 NORTH

LEGEND

PROPERTY LINE	
UNIT LINE	
ADJACENT PROPERTY	
ADJACENT PROPERTY ROW	
ROAD CENTERLINE	
SECTION LINE	
TIE TO MONUMENT	
EASEMENT LINE	
PRIVATE AREA	
COMMON AREA (P.U. & M.E., LESS PUBLIC R.O.W.)	
LIMITED COMMON AREA	
RECORD CALLS ()	
STREET MONUMENT	
SET 5/8" REBAR WITH "ENTELLUS" CAP, AT CORNER (UNLESS OTHERWISE NOTED)	
FOUND PROPERTY MARKER (AS NOTED)	



CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	20.00'	31.42'	090° 00' 00"	S45° 00' 00"E	28.28
C4	49.00'	19.60'	022° 55' 16"	N40° 47' 15"E	19.47
C5	760.00'	70.29'	005° 17' 58"	S87° 21' 01"E	70.27
C8	32.00'	50.27'	090° 00' 00"	S45° 00' 00"W	45.25
C9	20.00'	31.42'	090° 00' 00"	N45° 00' 00"E	28.28
C10	44.00'	69.11'	089° 59' 54"	N45° 00' 03"E	62.22
C15	20.00'	31.42'	090° 00' 00"	N45° 00' 00"E	28.28
C33	20.00'	5.05'	014° 28' 39"	N82° 45' 41"E	5.04
C34	20.00'	26.36'	075° 31' 21"	N37° 45' 40"E	24.49
C35	44.00'	21.20'	027° 36' 30"	S72° 16' 16"W	21.40
C36	44.00'	3.01'	003° 55' 29"	S88° 02' 16"W	3.01
C39	20.00'	26.36'	075° 31' 21"	S37° 45' 40"W	24.49
C40	20.00'	5.05'	014° 28' 39"	S82° 45' 40"W	5.04
C41	44.00'	17.45'	022° 43' 35"	S11° 21' 54"W	17.34
C48	44.00'	29.76'	038° 44' 49"	S42° 06' 07"W	29.19

LINE TABLE		
LINE #	DIRECTION	LENGTH
L4	N90° 00' 00"E	80.94'
L5	N00° 00' 00"E	90.71'
L6	N89° 56' 47"W	54.16'
L7	N00° 00' 00"E	89.95'
L9	N00° 00' 00"W	24.00'

