



HARRISVILLE CITY

363 W. Independence Blvd · Harrisville, Utah 84404 · 801-782-4100
www.cityofharrisville.com

PLANNING
COMMISSION:

Angie Francom
Chad Holbrook
Isaac Thomas
Christina Palmer
Ruben Morales

Harrisville City Planning Commission
Harrisville City Offices
363 W Independence Blvd – Harrisville
Wednesday, June 10, 2026

AGENDA

[Zoom Meeting Link](#)

Meeting ID: 870 0260 4042

Passcode: 404635

- 1. CALL TO ORDER**
- 2. OATH OF OFFICE**
- 3. CONSENT APPROVAL** – of Planning Commission meeting minutes from May 13, 2026.
- 4. PUBLIC HEARING** – to take comments for / against Ordinance 571: an ordinance amending the official zoning map and adopting a master development agreement for certain parcels located at approximately 640 West Harrisville Rd.
- 5. DISCUSSION/ACTION/RECOMMEND** – to recommended Ordinance 571: an ordinance amending the official zoning map and adopting a master development agreement for certain parcels located at approximately 640 West Harrisville Rd.
- 6. DISCUSSION/ACTION/RECOMMEND** – to grant Preliminary Plat Approval for Dixon Creek Phase 2A located at approximately 1243 North Washington Blvd.
- 7. DISCUSSION/ACTION/RECOMMEND** – to grant Conditional Use Permit #156 for a farmer’s market located at 607 West Harrisville Road.
- 8. PUBLIC COMMENTS** – (3 minute maximum)
- 9. COMMISSION/STAFF FOLLOW-UP**
- 10. ADJOURN**

Certificate of Posting and Notice

I, Cynthia Benson, certify that I am the Deputy Recorder of Harrisville City, Utah, and that the foregoing Planning Commission agenda was posted 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://pnn.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.



Harrisville City Planning Commission Minutes
Harrisville City Offices
363 W Independence Blvd – Harrisville
Wednesday, May 13, 2026 – 7:00 PM

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

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

Visitors: Troy Price, Zach Nicholas, Rachel Gray, Josh Gray, Shauna Borgschatz

- 1. CALL TO ORDER**
- 2. OATH OF OFFICE**
- 3. CONSENT APPROVAL** – of Planning Commission meeting minutes from March 11, 2026.

Commissioner Holbrook asked for legislation to be changed to legislature in the first sentence under the Work Session. Also, the fifth paragraph under item number #4, the first word says “nexted”. This needs to be fixed as well. Chair Francom asked if the meeting minutes being approved were for March 11, 2026. Her agenda said February 11, 2026. Staff verified February were approved and this approval was for March 11, 2026, meeting minutes, before motion was taken.

MOTION: Commissioner Palmer motioned to approve meeting minutes from March 11, 2026, with changes. Commissioner Thomas seconded the motion.

Angie Francom	Yes
Chad Holbrook	Yes
Isaac Thomas	Yes
Christina Palmer	Yes
Ruben Morales	Yes

The motion passed with all voting in the affirmative.

- 4. PUBLIC HEARING** – to take comments for / against Ordinance 569: Land Use Amendments.

Sarah Wichern began by stating a couple of years ago the State said municipalities needed to have a city code for Internal Dwelling Units (IDU). This year they are requiring municipalities to have an Accessory Dwelling Units (ADU) code. Historically ADU’s have not been allowed in Harrisville City. Looking at it now, this would provide residents with options they did not have before. This would also provide an affordable housing option for families or potential rental units. This code is to allow dwelling units not previously allowed before. Accessory dwelling

units can be a nuisance to neighbors and impact the infrastructure of the city. Knowing this, staff looked at how to implement ADU standards without impacting the residents around these structures. The framework staff has outlined contains limitations on size of the unit, amount of units on a lot, location of the unit, and size of the lot. Staff mirrored what is currently allowed as an accessory dwelling structure to create a similar impact to what is currently allowed. This ordinance would allow the accessory dwelling structure to be a habitable space. These habitable spaces would need to meet city standards. The infrastructure would need to be verified capacity will allow for the unit. This ordinance has come about due to Planning Commission wanting to allow for something not currently allowed and to allow for more options and latitude for residents but within bounds that will protect neighbors.

Commissioner Holbrook asked staff to review the parking requirements for clarification of what is being required. In one section he thought it said cement or asphalt as the parking surface and in another section, it said gravel. Sarah Wichern replied there are two (2) parts to this ordinance where there is either one (1) or two (2) additional parking spaces required. Looking at this ordinance, staff found the ordinance was not compliant with the State requirements on parking standards, which caused staff to update the land use code to be consistent with what the state requires. In short, the update was to define what a single-parking space is and what a double-parking space is. This is where the existing code talks about concrete versus gravel allowances.

Sarah Wichern reviewed the changes to the current code to further clarify parking requirements. Current code language which allows for extensions to existing homes that do not maintain the setbacks. Staff felt this is not a consistent rule to have in the city code. This verbiage would allow for the expansion of existing homes to encroach upon setbacks for new housing. Since the city may see some expansion of homes to allow for the ADU's, staff did not see it was fair to allow. Verbiage was eliminated in this part of the code which is highlighted in blue.

Next was residential building design. The code held a lot of language about the design including requirements of size for a home. The state has said a city is not allowed to dictate the size of a home. This section was eliminated as well to align with the state. Homeowners/Homebuilders will have more latitude over building a structure as long as they meet the city zoning standards.

Existing parking regulations said parking needed to be side-by-side. However, last year state code allows for tandem parking. The section which stated "side-by-side" was eliminated. Current city code does say parking is required behind front setback of the main building. The city is allowed to still have this requirement which is emphasized in this section of the ordinance. 11.09.040(1) – Parking Regulations reads as *required parking must be located behind the front setback required for the main building. Non-dwelling permitted uses shall locate the parking for the use on a hard surface of concrete or asphalt behind the front setback required for the main building unless otherwise stated in city ordinances.* Sarah Wichern further clarified by reading section 2(a)(iii) of 11.09.040 – Parking Regulations which reads *the surface treatment for the additional vehicle parking and the access to the additional parking if located in the side yard is either road base, gravel or a hard surface material of concrete or asphalt.* The access that can be roadbase or gravel, but the actual parking surface needs to be concrete or asphalt.

Commissioner Holbrook asked if he was required to have concrete or asphalt as his parking surface for additional parking. Jennie Knight further clarified that the intent is in the front setback of the home the parking space would be concrete or asphalt. The second section states the additional parking, and the access, are either roadbase or gravel. Staff to clarify section to be

behind the house could be gravel or roadbase, but in front, including access, would be hard surface. The city has not regulated the side yard or back yard.

Chair Francom repeated for clarification the parking minimum needs to be hard surface with the additional two would not need to be hard surface. Sarah Wichern added the two (2) minimums are regulated. The others are not with the exception of parking on the grass.

The commission continued discussing the parking requirement. Sarah Wichern said if the commissioners would like to see 11.09.040(1) – Parking Regulations changed to read the ADU be gravel and behind the front setback, they would have to specify this. Jennie Knight reminded the commission this was a presentation for the public hearing not the discussion.

Sarah Wichern continued with the presentation. Sections 2 and 3 stayed the same. Section 4(d) changed to match state requirements otherwise it stayed the same. The current sizes stated in code, whether a single-car garage or double, were too small. The state said they need to be bigger. The code now clarifies the dimensions for a one (1) car parking space and a two (2) car parking space, with 10 x 20 constituting one parking space. Staff also added garage door requirements since they have seen garage doors inadequate for a car to enter.

Commissioner Morales commented on a public comment email sent to the commissioners raising concern about additional costs by saying he did not see any additional costs from the city outside of the normal building permits and licensing requirements.

MOTION: Commissioner Holbrook motioned to open the public hearing take comments for / against Ordinance 569: Land Use Amendments. Commissioner Thomas seconded the motion.

Troy Price commented on his home occupation business license. Chair Francom paused him and explained this section was for the public hearing for the ordinance and not his item. Troy Price was asked to sit back down and wait for his item to be reviewed.

Roger Shuman said it is confusing on the parking surface. He said depending on what residential area you drive about in Harrisville, those secondary driveways look quite nice with nice colored gravel. The gravel protects storm water running off from the hard surface. He is in favor of hard surface since with gravel there is a possibility of contaminants being introduced into the soil.

MOTION: Commissioner Morales motioned to close the public hearing for Ordinance 569: Land Use Amendments. Commissioner Holbrook seconded the motion.

Commissioner Morales replied to Roger Shuman's comment by asking if we are to be specific would stone or pavers be the same as gravel. Jennie Knight said this would be up to the commission. Chair Francom said this will be reviewed in the discussion later in the meeting.

5. **DISCUSSION/ACTION/RECOMMEND** – to grant recommended Conditional Use Permit #154 for home occupation for pet sitting services located at approximately 1206 Georgia Ave.

Rachel McReavy-Gray, applicant, began by explaining the pet sitting services she is offering is basically requesting one extra dog every couple of weeks or so. She said she does meet with the

owners before the dog stays with her in order to make sure the dog gets along with the other dogs or people. The owners are there for maybe 30 minutes at this initial meeting. When they drop the dog off, they are there for maybe 10 minutes.

Sarah Wichern reviewed the home occupation requirements in the staff memo. The city does not allow pet boarding as a conditional use. The city has adopted a definition for pet boarding. Sarah Wichern said as long as the applicant stays outside of that designation then there is more latitude for the commission to consider something like this.

Commissioner Holbrook asked if this included overnight boarding. Sarah Wichern replied overnight and specific number of animals are included. Chair Francom asked if the code included number of animals and length of stay. Sarah Wichern replied the code does not say anything about the length of stay. The requirements in this ordinance were from Weber County Animal Services since the city has a contract with them. She continued by saying when you look at these recommendations, they are based on the conditional use and home occupation guidelines. Her recommendations are as follows; 1. The applicant shall comply with the Special Regulations outlined in Section §11.10.020 of the Harrisville Municipal Code.; 2. Customers must park in the applicant's driveway; 3. For the pet sitting business to operate in the R1-10 zone it cannot board more than three (3) dogs or cats total on the property at any given time; 4. Animal waste shall be removed from the property at least once daily and disposed of in a manner that prevents odors from impacting neighboring properties; 5. No more than 25% of the home may be used for pet sitting. Since the city code states that home occupations should remain in an enclosed structure she recommends; 6. Boarded animals must remain indoors at all times, except when briefly taken outside under supervision for restroom purposes.; and 7. Pets may not be dropped off earlier than 7 a.m. and must be picked up by 10 p.m. or Home Occupation standard business hours. She recommends the pet sitting services stay within these recommendations to fit within code allowances.

Commissioner Holbrook asked Rachel McReavy-Gray to describe the area in her home for pet sitting. Rachel McReavy-Gray replied the dogs are usually upstairs with her own dogs. They are allowed in the living and other parts of the home. Other areas of the home are blocked off. Chair Francom said by limiting the animals, this takes care of recommendation #5.

Commissioner Morales asked how many dogs the applicant owns. Rachel McReavy-Gray replied she had two (2) dogs of her own. The commissioners clarified there would only be a total of three (3) dogs at any given time. Commissioner Palmer asked staff if they would want the dogs to get more fresh air then what would be permitted during a potty break. Sarah Wichern replied she was looking at the code specifically. How the commissioners want to apply it is up to them. She was concentrating on the nuisance to the neighboring property. Commissioner Thomas clarified taking a dog on a walk would be perfectly fine. They do not want to see the dogs barking at neighbors.

Chair Francom asked if the commission would want unsupervised for 6 hours, would they need to state that in the motion. How did Weber County Control requirements fit in with indoor and outdoor time. Sarah Wichern replied that the indoor time was referencing the home occupation code. If the commission wants to have no unsupervised time outside, then that would need to be stated in the motion. Rachel McReavy-Gray said her dogs have a doggie door. So, they can go in and out when they need to. If they take off and run or begin barking, she usually will go outside and see what they are up to. She will comply with whatever the rules are. Commissioner Morales asked if the dogs are vaccinated. Rachel McReavy-Gray said they are supposed to be vaccinated. She obtains that information through an app. She has never had a dog escape except her own crazy dog. She will keep a better eye on the boarder since she is now applying for the permit.

Chair Francom asked if the commission wants to set a time limit on the outside time. The property is completely fenced property. Some dogs like to do their business and be back inside in three (3) minutes while others are different. Do we want to give the applicant some flexibility while respecting her neighbors. Commissioner Holbrook asked Rachel McReavy-Gray what her expectations were for having the dogs outside versus having them inside. Rachel McReavy-Gray said she had none. Her own dogs go in and out when they want to. When it is raining, I do not want them to play in the mud. When it is hot, I do not want them to stay out. It depends on the weather. Rachel McReavy-Gray said she is planning on putting up another fence so the dogs cannot even get to the sidewalk. She knows this was a problem. It was clarified where the additional fence would go.

Commissioner Holbrook asked who the closest neighbor is. Rachel McReavy-Gray replied my closest neighbor is to the rear. Commissioner Holbrook asked if they had dogs. Rachel McReavy-Gray replied the neighbor across the street does. Commissioner Holbrook asked if she had ever had any complaints. Rachel McReavy-Gray replied not to her face, but she knew of complaints to the city. Commissioner Holbrook asked if her dogs bark excessively. Rachel McReavy-Gray replied no more than the neighbor's dog. They get excited when someone walks by. They will go up to the fence and bark. The neighbor's dog does the same thing. She has little dogs too.

Commissioner Morales asked if the complaints were separate from the permit. Chair Francom replied the commission is not the one who deals with the complaints. Jennie Knight said once the conditional use permit is issued, if there are a number of complaints from the neighbors, then the Planning Commission would revisit the conditional use permit and whatever the complaint is.

Commissioner Palmer asked if the applicant was home all day. Rachel McReavy-Gray replied she had an at-home job that keeps her there all day. Commissioner Holbrook clarified that the applicant allows the dogs to freely roam with little to no supervision. Chair Francom added unless there is inclement weather. Rachel McReavy-Gray replied she is not worried because she knows how dogs are. She is not worried they are going to escape or bark at 3 o'clock in the morning. It is more when someone comes to the fence or when the school kids get home.

The commission discussed setting a time limit of 30 minutes for the dogs to be in the yard. Sarah Wichern said to adjust recommendation #6 to fulfill the requirement there. Include the secondary fencing if desired as well. Commissioner Morales asked the applicant if there was a size restriction to the dogs she tends to. Rachel McReavy-Gray replied that this is why she likes to meet them first. She wants to verify she can handle them. She mostly sits smaller dogs that are around 50 pounds.

MOTION: Commissioner Palmer granted motion to table Conditional Use Permit #154 for a home occupation for pet sitting services located at approximately 1206 Georgia Ave subject to the City Planner Memo dated April 2, 2026, Harrisville City Municipal Code, add unsupervised time of 30 minutes with excessive barking dogs are to be brought in and any other staff or agency requirements. Commissioner Thomas seconded the motion.

Angie Francom	Yes
Chad Holbrook	Yes
Isaac Thomas	Yes
Christina Palmer	Yes
Ruben Morales	Yes

The motion was tabled with all voting in the affirmative.

Chair Francom informed the applicant there is an appeal process which will last 15 days. After

such city staff will reach out with the remaining steps on obtaining your business license.

6. DISCUSSION/ACTION/RECOMMEND – to grant recommended Conditional Use Permit #155 for home occupation for a Federal Firearm License (FFL) business located at approximately 1572 North 950 West.

Troy Price explained his home occupation. To legally purchase a firearm, you need to have a Federal Firearm License (FFL). You need this for the paperwork and to pick it up. The customer buys the firearm online. He would not be stocking the item. His business would be more for receiving or picking up. Main customers would be law enforcement, Weber County prosecutors, friends, and family. Foot traffic would be about five (5) a month but as it grows it could be five (5) a week.

Commissioner Holbrook said essentially you are the intermediary. He asked for clarity on who purchases the firearm. Troy Price said the consumer would visit the website, buy the firearm, and the firearm is sent to an FFL license. He would then receive it, as an FFL, and charge a fee for the consumer to pick up the purchased firearm. He would verify the paperwork is processed and complete a background check. No large quantities would be purchased. He would be the transfer person. Commissioner Holbrook clarified that the only guns the applicant would have are the ones purchased besides his own.

Chair Francom reviewed staff recommendations which were, no retail sales, no gunsmithing, city business license to stay current, and standard hours of operation will be from 7 am to 10 pm. Troy Price said this is a side business. He is more concerned with the ATF requirements. Commissioner Morales asked for clarification on where storage of process paperwork would be. Troy Price replied that the paperwork would be stored on his laptop or tablet as an electronic record.

MOTION: Commissioner Morales motioned to grant recommended Conditional Use Permit #155 for a home occupation for a Federal Firearm License (FFL) business located at approximately 1572 North 950 West subject to the City Planner Memo dated April 2, 2026, Harrisville City Municipal Code, and any other staff or agency requirements. Commissioner Palmer seconded the motion.

Angie Francom	Yes
Chad Holbrook	Yes
Isaac Thomas	Yes
Christina Palmer	Yes
Ruben Morales	Yes

The motion passed with all voting in the affirmative.

Chair Francom informed the applicant there is an appeal process which will last 15 days. After such city staff will reach out with the remaining steps on obtaining your business license.

7. DISCUSSION/ACTION/RECOMMEND – to recommend Ordinance 569: Land Use Amendments.

The commission and staff continued the discussion on gravel versus concrete as a parking surface. Sarah Wichern said she was thinking about how to address this. The commission could allow the ADU parking to be gravel. The concern would be inoperable vehicles and containments entering the soil. This is why she recommends a non-pervious surface.

Commissioner Holbrook asked if pavers would work as a parking surface. Sarah Wichern replied that pavers are generally considered concrete. Due to SWPPP requirements, she would recommend having a non-pervious surface for the front. Jennie Knight said in the land use code the definition for hard surface is concrete, asphalt surface that is made from brick, stone, or similar surface. The commissioners agreed that the side and rear parking can be gravel and possibly even adjacent to the front driveway if it is behind the front setback. Sarah Wichern added there is an exception for longer driveways. Jennie Knight clarified the setback referenced in the ordinance would be the home setback as designated in the land use code for that zone. She asked the commission to be clear in their recommendations to the city council. They reviewed Commissioner Holbrook’s home as an example of what could be done for the gravel. The commissioners discussed gravel placement. Jennie Knight said it would not comply with city code for gravel to be the approach or driveway surface. Sarah Wichern mentioned she would not want the gravel to go all the way to the street. Gravel can be very detrimental to concrete. She confirmed the current code said the actual required parking needs to be on a non-pervious surface. She suggested referencing the ADU required parking meets 11.09.040 – Parking requirements and 11.09.040(2) Additional Off-Street parking. Jennie Knight said based on discussion, include surface materials, access standards, and additional off-street parking in your motion.

MOTION: Commissioner Holbrook motioned to recommend adoption of Ordinance 569: Land Use Amendments in relation to parking in front of house is non-pervious surface to setback, with the same in relation to the side setback, beyond setback gravel is acceptable, all subject to HVCC §11.09.040(2) Additional Off Street Parking requirements, the new Accessory Dwelling Units (ADU) requirements along with the Harrisville Municipal Code, and any other agency or staff requirements. Commissioner Morales seconded the motion.

Angie Francom	Yes
Chad Holbrook	Yes
Isaac Thomas	Yes
Christina Palmer	Yes
Ruben Morales	Yes

The motion passed with all voting in the affirmative.

8. PUBLIC COMMENTS – (3 minute maximum)

No Public Comments were received

9. COMMISSION/STAFF FOLLOW-UP

Sarah Wichern said the next ordinance staff will be looking at is the mixed-use code. They are looking at adding more design standards for clarity.

Jennie Knight said the new water-wise recommendations coming down from Weber Basin Water and the State have encouraged the City to update our landscaping code specifically for commercial and municipal properties. After the presentation last night from Weber Basin Water, it was discovered if we adopt certain regulations in our code our residents would be eligible to participate in the Weber Basin water-wise programs. Staff are working through the items to bring

forward to this body for recommendations to the city council.

10. ADJOURN

MOTION: Chair Francom motioned to adjourn the meeting. Commissioner Thomas seconded the motion. The motion passed with all voting in the affirmative.

Meeting adjourned at 8:07 PM.

Angie Francom
Chair

Cynthia Benson
Deputy City Recorder



HARRISVILLE CITY

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PLANNING
COMMISSION

Angie Francom
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Staff Report

Housing Affordability Overlay Zone
June 4th, 2026

MEMORANDUM

To: Harrisville City Planning Commission

From: Sarah Wichern, City Planner

Agenda Date: June 10, 2026

Subject: Consideration of a Rezone to Apply the Housing Affordability Overlay Zone to Property Located at 640 W. Harrisville Road

Background

In response to the growing need for attainable housing within Harrisville City, the City Council adopted the Housing Affordability Overlay Zone (HAOZ) in 2025. The HAOZ allows qualifying residential developments to utilize increased density and modified development standards, such as reduced lot sizes and setbacks, in exchange for providing attainable housing opportunities.

The applicant, Sunflower Development, is requesting approval to apply the Housing Affordability Overlay Zone to approximately 5 acres located at 640 W. Harrisville Road. The purpose of the request is to facilitate the construction of additional housing units that meet the affordability objectives established by the HAOZ.

Proposal Overview

The proposed development would include 30 additional dwelling units on the 5-acre site. Fifteen of these homes would be offered at a sale price not exceeding \$498,000 and would be subject to deed restrictions requiring owner occupancy.

In addition, the affordable homes would be offered for the first 30 days of marketing to eligible purchasers, including:

- Harrisville residents who do not currently own a home;
- First-time homebuyers; and
- Critical workforce employees.

Analysis

The following table compares applicable HAOZ development standards and City roadway standards with the proposed Sunflower Development concept plan.

Design Criteria	HAOZ	Sunflower
Density	6 Units/Acres	6.25 Units/Acre
Minimum Lot Area	4000 sf	3986 sf
Lot Frontage	40 ft / 50 ft	46 ft
Front Yard Setback	25 ft / 15 ft	22 ft / 11 ft
Side Yard Setback	5 ft / 7 ft	5 ft / 7 ft
Rear Yard Setback	20 ft	20 ft
	City Standard	
Right of Way	60 ft	45 ft
Asphalt Width	32 ft	28 ft

The proposed development generally conforms to the intent of the Housing Affordability Overlay Zone by providing deed-restricted attainable housing opportunities. However, the concept plan includes several deviations from both HAOZ and City roadway standards.

Section 18.84 of the Harrisville Municipal Code allows deviations from HAOZ standards when “the developer can present a compelling reason to deviate from the given standards.” The Planning Commission should evaluate whether the proposed deviations are justified and whether they remain consistent with the purpose and intent of the overlay zone.

Staff finds that the proposed development provides a significant public benefit by creating 15 deed-restricted attainable housing units that will expand homeownership opportunities for Harrisville residents. The deed restrictions, owner-occupancy requirement, and initial marketing preference for Harrisville residents, first-time homebuyers, and critical workforce employees help ensure that the housing affordability benefits are directed toward the populations the Housing Affordability Overlay Zone was intended to serve. Staff believes these benefits provide a reasonable basis for consideration of the requested deviations from certain development standards.

Recommendation

Staff recommends that the Planning Commission forward a positive recommendation to the City Council for application of the Housing Affordability Overlay Zone to the Sunflower Development, subject to the following recommendations:

1. Increase the asphalt roadway width to 30 feet. Front yard setback requirements should be reviewed and finalized based on recommendations from the City Engineer.
2. Section 6.1.2 of the Development Agreement should not include any obligation or responsibility for the City to provide, facilitate, or arrange reimbursement for public utility improvements.
3. Before City Council approval, applicant must submit all concept plans included in section 11.16.060 of the Harrisville City Code.

**HARRISVILLE CITY
ORDINANCE 571**

**AN ORDINANCE OF HARRISVILLE CITY, UTAH,
AMENDING THE OFFICIAL ZONING MAP FOR CERTAIN
PARCELS LOCATED AT APPROXIMATELY 640 WEST
HARRISVILLE ROAD BASED UPON AN APPLICATION
FILED WITH THE CITY; SEVERABILITY; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, Harrisville City (hereinafter “City”) is a municipal corporation duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §10-8-84 and §10-8-60 allow municipalities in the State of Utah to exercise certain police powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 20 of the *Utah Code Annotated* enables municipalities to regulate land use and development and *Utah Code Ann.* §10-20-508 allows municipalities to enter into a development agreement for lawful purposes;

WHEREAS, the City has received an application to amend the Official Zoning Map of Harrisville City, filed by the putative property owner, Fieldstone Land Investors LLC;

WHEREAS, the attached exhibits “A” through “ ” contains the required Plan Maps and Master Development Agreement for the proposed amendment to the Zoning Map;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on June 10th, 2026, to take public comment on this proposed ordinance and gave its recommendation to _____ this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on _____, 2026, to act upon this Ordinance;

NOW, THEREFORE, be it Ordained by the City Council of Harrisville City, Utah as follows:

Section 1: Zoning Map Amendment.

That the Zoning Map for certain real property identified as Weber County Parcel Number 11-021-0009, as set forth in the attached Exhibit “A” which is hereby adopted and incorporated herein by this reference is hereby changed from Agriculture “A-1” to Housing Affordability Overlay Zone “HOAZ”.

Section 2: Plan Map, Master Development Plan, and Reversion.

The Plan Map and Master Development Agreement attached as Exhibits “A” through “ ” which are hereby adopted and incorporated herein by this reference are adopted as required Plan Maps and Master Development Plan for this Zoning Map Amendment. Any Development must substantially conform to this Plan Map and Master Development Agreement.

Section 3: Severability.

If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of the ordinance, shall be severed from the remainder which remainder shall continue in full force and effect.

Section 4: Effective Date.

This Ordinance takes effect immediately after approval and posting.

PASSED AND APPROVED by the City Council on this ____ day of _____, 2026

Roger Shuman, Mayor

ATTEST:

JACK FOGAL, City Recorder

RECORDED this ____ day of _____, 2026.

PUBLISHED OR POSTED this ____ day of _____, 2026.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of UCA §10-3-713, 1953 as amended, I, the municipal recorder of Harrisville City, hereby certify that the foregoing ordinance was duly passed and published, or posted at 1) City Hall 2) 2150 North, and 3) Harrisville Cabin on the above reference dates.

City Recorder **DATE:** _____

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 35 single family detached residential unit subdivision (“**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*. City has established a new zoning overlay designation titled the Housing Affordability Overlay Zone (“**HAOZ**”). Prior to the adoption of this Agreement, City has adopted and designated the HAOZ on the Property.
- E. The Concept Plan is intended to permit development of the Project in accordance with the HAOZ.
- 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.

1.1. Whenever in this Agreement:

1.1.1. 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;

1.1.2. there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;

1.1.3. 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

1.1.4. 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.

1.2. The Parties acknowledge that this Agreement is a Development Agreement as that term is defined and used in the *Municipal Land Use, Development, and Management Act* (“**LUDMA**”) UTAH CODE § 10-20-101 *et seq.*, and has been legislatively adopted in accordance with UTAH CODE § 10-20-508(2). Accordingly, this Agreement is subject to the provisions of LUDMA, including enforcement provisions.

2. Zoning & Vesting.

2.1. Following designation of the Property under HAOZ, and adoption of this Agreement by City, the Property will vest as to the provisions of the HAOZ, the City ordinances in place as of the Effective Date, the provisions of 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, which the parties acknowledge is conceptual and subject to non-material modification in accordance with section 3.4 below. 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' 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, AAHSTO 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.

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.

3. Development of the Project.

3.1. Target Price

3.1.1. The **Target Price** is intended to represent a price that is Affordable to a household earning up to one hundred twenty percent (120%) of Area Median Income ("AMI") for Weber County, assuming the household is able to obtain financing under reasonable and typical market conditions. For purposes of this Agreement, the term "**Affordable**" shall mean a home sale price that an owner with a household income of 120% AMI (as calculated by the U.S. Census Bureau. "Median Income in the Past 12 Months (in 2024 Inflation-Adjusted

Dollars)." *American Community Survey, ACS 5-Year Estimates Subject Tables, Table S1903*), in Weber County who can obtain financing to purchase at reasonable and typical financing terms.

3.1.2. In accordance with the HAOZ, the Target Price for Target Value Homes in the Project ("Target Price") is established at four hundred and ninety-eight thousand dollars (\$498,000) per unit. The parties acknowledge that, as of the Effective Date of this Agreement, such Target Price is based on the then-prevailing residential mortgage financing conditions in Utah, including, without limitation, a conventional 30-year fixed-rate mortgage with an approximate interest rate of six percent (6.25%), debt-to-income ratios of up to forty-nine percent (49%) for both front-end and back-end ratios, and a minimum down payment of five percent (5%), together with customary costs for property taxes, insurance, and mortgage insurance.

3.1.3. City agrees to allow Developer to subdivide, design, and construct the Project in a manner intended to achieve sales at the Target Price for not less than fifty percent (50%) of the residential units, including consideration of reasonable developer profit. The Concept Plan has been designed to support sales at the Target Price for at least fifty percent (50%) of the units.

3.1.4. Developer agrees to offer fifty percent (50%) of the units for sale to the public at the Target Price ("**Target Value Home**"). [A unit offered at the Target Price shall be deemed a Target Value Home regardless of whether the purchaser elects to add options, upgrades, or extras that cause the final sales price to exceed the Target Price.](#)

[3.1.5.](#) Deviation from the Target Price shall require approval by City, which approval shall not be unreasonably withheld upon a showing of good cause based on the Target Price calculations in sections 3.1.1 and 3.1.2.

~~3.1.5.~~[3.1.6.](#) [A purchaser of a Target Value Home may elect to purchase options, upgrades, or other extras from Developer at the purchaser's sole cost and expense. Developer is not obligated to offer or provide such options or upgrades.](#)

3.2. Prior to the sale of any Target Value Home in the Project to any Party, Developer shall record deed restrictions against the property in accordance with the HOAZ. Such deed restrictions shall include, at a minimum, the following provisions as required by Section 11.16.050(E) which is attached hereto as Exhibit C:

3.2.1. Duration. The deed restrictions shall be in effect for no less than twenty (20) years following the issuance of the first certificate of occupancy for each home, after which they shall have no further force nor effect.

3.2.2. Owner Occupancy. Units must be owner occupied, unless the owner experiences a documented Hardship as defined in Section 11.16.010. In such case, the unit may be rented for a temporary period of up to twelve (12) months, which may be extended for an additional twelve (12) months upon proof that the Hardship continues.

3.2.3. Ownership Priority. For the first thirty (30) days after a unit is listed or advertised for sale, including any subsequent sales after the initial sale, the owner may not accept an offer to purchase unless such offer comes from (i) Critical and Essential Workers, (ii) a Harrisville Resident who does not currently own a home, or (iii) a first-time homebuyer, each as defined in Section 11.16.010. If after thirty (30) days the owner has not received a Legitimate Offer from a qualified buyer, the owner may offer the property to the general public.

3.3. 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. Developer shall offer a minimum of 50% of the total units at the Target Price as a part of each phase.

3.4. The Parties acknowledge that the lot configuration and development standards reflected in the Concept Plan, including road configuration, lot size, lot frontage, and setbacks, are intended to establish the governing parameters for development of the Project, and such standards shall be deemed vested for purposes of this Agreement. Modifications to the layout that remain consistent with such lot configuration and development standards shall not be considered material modifications, shall not require amendment of this Agreement, and may be approved by City staff.

3.5. 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.

3.6. Land uses in the Project will be residential.

4. Development Standards.

4.1. The Parties intend that site development standards conform to the intent set forth in the HAOZ, with the intent to achieve maximum community quality with a mind toward affordability.

4.2. Any deviations from the HAOZ requirements that are expressly shown in the Concept Plan, are approved by City in the interest of achieving the goals stated in the HAOZ.

4.3. Sample home elevations depicting the general architectural character and style of homes anticipated for the Project are attached hereto as Exhibit E. The elevations shown are representative samples only and are close to, but not exact representations of, the homes to be constructed. Actual home designs, materials, colors, and finishes may vary from those depicted, provided that such modifications are consistent with the general quality and character represented by the sample elevations and comply with this Agreement and the HAOZ.

4.4. Developer shall install project landscaping to include (1) Front yard landscaping which will include a minimum of 1 tree, 5 shrubs, and sod; (2) Side yard landscaping for corner lots with

street facing side yards; (3) Detention pond landscaping. Landscaping installation shall not be a condition of issuance of a certificate of occupancy. In the event a home is completed during a non-planting season, Developer shall complete landscaping installation no later than the next available planting season following closing.

5. Approval Procedures.

5.1. 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 the HAOZ. Preliminary plat approval shall only be granted when there is reasonable certainty that the Project will meet all the requirements and goals of the HAOZ, and comply with this Agreement.

5.2. 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 the HAOZ.

6. System Infrastructure.

6.1. 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 with the following exceptions, expressly approved by the City in order to meet the goals of the HAOZ:

6.1.1. Revised Road Section as shown on the Concept Plan.

6.1.2. 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.

~~6.1.3. Developer shall, at its sole cost and expense, be responsible for installation of a storm drain line connected to the storm drain system at approximately 589 W Harrisville Road including all necessary improvements to the affected properties and roadway. 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.~~

6.2. If and to the extent required by the City's Vested Laws, security for any required improvements shall be provided in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws and in conjunction with a subdivision improvement agreement.

7. Default.

7.1. If the Developer, a Sub-developer, or 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.

7.2. The Notice of Default shall:

7.2.1. Specify the claimed event of Default;

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

7.2.3. Identify why the Default is claimed to be material;

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

7.3. If the Parties are not able to resolve the Default, then the Parties may have the following remedies:

7.3.1. All rights and remedies available at law and in equity, including, but not limited to, remedies available in LUDMA, injunctive relief and/or specific performance.

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

7.3.3. 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 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.

7.4. The Party prevailing in any action arising from an uncured default shall be awarded its reasonable legal expenses, including its reasonable attorney fees.

7.5. The Party allegedly in Default shall be afforded the right to attend a public meeting before the City's Council and address the City's Council regarding the claimed Default.

7.6. If any Default cannot be reasonably cured within sixty (60) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

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

7.8. If the Default remains uncured following the applicable cure period, the non-defaulting Party may provide written notice of its intent to pursue remedies under this Agreement, including termination. In the case of the City electing 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. Developer shall have the right to offer written and oral evidence prior to or at such meeting.

7.9. 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.

7.10. 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:

7.11. In the case of termination of this Agreement due to City’s breach, 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.

8. Assignability.

8.1. 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 consent 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.

8.2. 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.

8.3. 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.

9. General Provisions.

9.1. This Agreement begins on the Effective Date and will run with the land.

9.2. 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.

9.3. 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.

9.4. 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 and a rezone of the Property. If a referendum or challenge relates to the approval of this Agreement or the adoption of the HAOZ, 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.

9.5. 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.

9.6. 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.

9.7. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

9.8. 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.

9.9. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original.

9.10. 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.

9.11. 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.

9.12. 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.

9.13. 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.

9.14. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties.

9.15. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the court may award court costs and reasonable attorney fees to prevailing party.

[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:

HARRISVILLE CITY,
a Utah political subdivision

City Attorney

By: _____
Name: _____
Its: _____

Attest:

City Recorder

DRAFT

EXHIBIT A

LEGAL DESCRIPTION

AS-SURVEYED 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.

EXHIBIT B
CONCEPT PLAN

DRAFT

EXHIBIT C

Harrisville Municipal Code Sections 11.16.010 & 11.16.050(E)

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Harrisville Municipal Code 11.16.010 Definitions

For purposes of this Chapter, the following definitions apply:

- a. "Affordable housing" means a dwelling offered for sale to an owner at a purchase price affordable to a household with gross income of no more than 120% of area median income for the county in which the residential unit is offered for sale.
- b. "Critical and Essential Workers" means person who are actively employed within Harrisville City and surrounding cities at jobs considered critical and essential, including employees of Harrisville City, and employees in the sectors of health care, law enforcement, first responders, education, military and veterans, other government entities.
- c. "Legitimate Offer" means a qualified offer to purchase a residential unit, with assurances of the means to complete the purchase, of at least the average sales price of other comparable units in the Development over the past twelve months.
- d. "Harrisville Resident" means a person whose permanent residence has been within the boundaries of Harrisville City for each of the past twelve months.
- e. "Owner Occupied" means an individual who owns, solely or jointly, a housing unit in which the individual lives as the individuals primary residence.
- f. "Hardship" means significant medical emergencies, loss of employment or significant loss of income, divorce, relocation for employment, military service, religious service, or death of a spouse or co-owner. In the event of a Hardship, owners shall be allowed an exemption to the owner-occupancy requirement.
- g. "Minor Revision" means a modification or adjustment to an approved subdivision plat, plan, or associated documents that does not substantially alter the original intent, design, layout, or conditions of approval. Such revisions typically address minor corrections, clarifications, or updates and do not significantly impact the subdivision's infrastructure, lot configuration, public improvements, or compliance with applicable ordinances and regulations.

Harrisville Municipal Code 11.16.050(E) Requirements For HOAZ Projects

- E. Critical and Essential Housing. To ensure that units within the Housing Affordability Overlay Zone (HAOZ) remain attainable to the target customers, 50% of the units shall be subject to target pricing on initial sales and recorded deed restrictions. For the initial sale of the property, the developer shall, accept a price no more than the Target Price (as defined below). Recorded deed restrictions must contain at least the following:
 1. Duration of Deed Restrictions: The deed restrictions shall be in effect and applicable to the units for no less than twenty years following the issuance of the first certificate of occupancy for each home. Following the expiration of the deed restriction, they shall have no further force nor effect.
 2. Owner Occupancy Requirement: Units must be owner occupied, unless the owner experiences a documented Hardship. In such case the unit may be rented for a temporary period of up to 12 months. This period may be extended for an additional 12 months upon proof that the Hardship continues.
 3. Enforceability: The deed restriction shall be enforceable by the City, or another entity as identified in the deed restriction.
 4. Priority for ownership: For the first 30 days after a unit is listed or advertised for sale, (including any subsequent sales after the initial sale) the owner may not accept an offer to purchase unless such offer comes from one or more of the following:
 - a. Critical and Essential Workers,
 - b. a Harrisville Resident who does not currently own a home, or
 - c. a first-time homebuyer.
 5. General Public Sales: If, after 30 days of listing or advertising the unit for sale (including on, but not limited to, the local MLS) an owner has not received a Legitimate Offer from a qualified buyer under section 4, the owner may offer the property to the general public and accept offers from any buyer.

EXHIBIT D

U.S. Census Bureau. "Median Income in the Past 12 Months (in 2024 Inflation-Adjusted Dollars)." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S1903

<https://data.census.gov/table/ACSST5Y2024.S1903?q=weber+county+table+S1903>

As of 4/6/2026:

US Census Table S1903:

Weber County, Utah		Median income (dollars)	
Label	Estimate	Margin of Error	
HOUSEHOLD INCOME BY RACE AND HISPANIC OR LATINO ORIGIN OF HOUSEHOLDER			
Households	90,005	±2,070	
One race--			
White	91,232	±2,338	
Black or African American	64,219	±11,083	
American Indian and Alaska Native	77,245	±10,655	
Asian	104,615	±19,920	
Native Hawaiian and Other Pacific Islander	83,237	±69,766	
Some other race	83,750	±10,626	
Two or more races	83,308	±7,715	
Hispanic or Latino origin (of any race)	80,459	±4,269	
White alone, not Hispanic or Latino	92,442	±2,327	
HOUSEHOLD INCOME BY AGE OF HOUSEHOLDER			
15 to 24 years	66,427	±9,011	
25 to 44 years	93,144	±3,166	
45 to 64 years	109,818	±2,599	
65 years and over	63,213	±3,020	
FAMILIES			
Families	102,071	±2,246	
With own children of householder under 18 years	97,257	±3,722	
With no own children of householder under 18 years	105,173	±2,235	
Married-couple families	112,972	±2,511	
With own children under 18 years	114,457	±3,744	
Female householder, no spouse present	55,033	±5,007	
With own children under 18 years	42,530	±6,885	
Male householder, no spouse present	74,359	±7,103	
With own children under 18 years	64,865	±5,358	

FAMILY INCOME BY FAMILY SIZE

2-person families	89,170	±2,789
3-person families	100,794	±7,948
4-person families	113,470	±7,294
5-person families	114,631	±6,464
6-person families	128,821	±11,945
7-or-more person families	147,969	±16,281

FAMILY INCOME BY NUMBER OF EARNERS

No earners	59,460	±3,685
1 earner	70,960	±2,848
2 earners	111,579	±2,672
3 or more earners	157,551	±7,867

NONFAMILY HOUSEHOLDS

Nonfamily households	52,804	±2,733
Female householder	46,608	±4,476
Living alone	38,650	±2,585
Not living alone	91,970	±8,266
Male householder	61,250	±2,975
Living alone	50,881	±3,055
Not living alone	92,868	±9,338

EXHIBIT E
SAMPLE HOME ELEVATIONS

The home elevations depicted in this Exhibit E are provided as representative samples only and are intended to illustrate the general architectural character and style of homes anticipated for the Project. The elevations shown are approximate and are close to, but not exact representations of, the homes that will be constructed. Actual home designs, including but not limited to materials, colors, finishes, and architectural details may vary from those depicted herein. Developer reserves the right to modify home designs, materials, and color selections in its discretion, provided that such modifications are consistent with the general quality and character represented by these sample elevations and comply with all applicable provisions of this Agreement and the HAOZ.

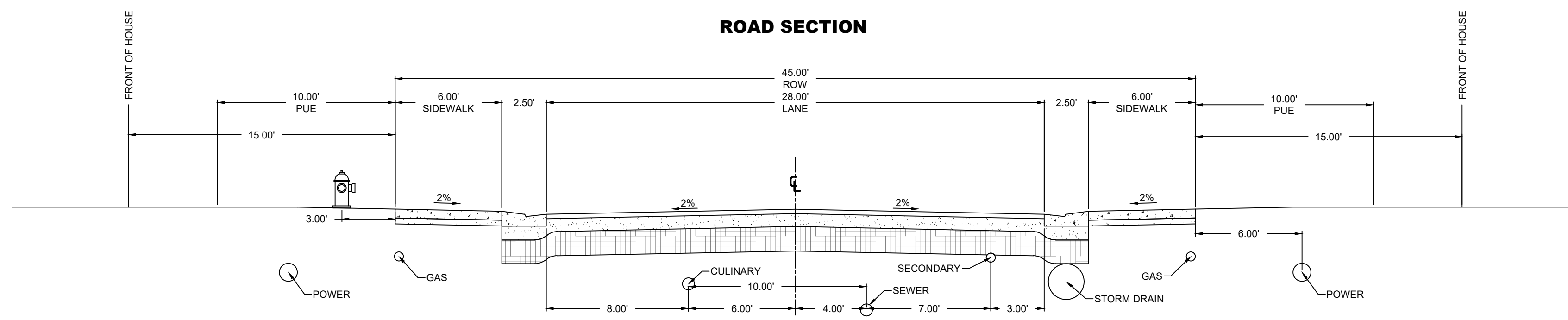
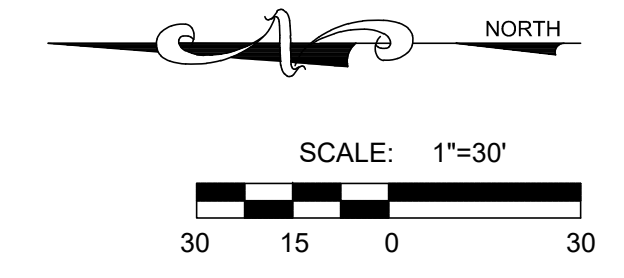
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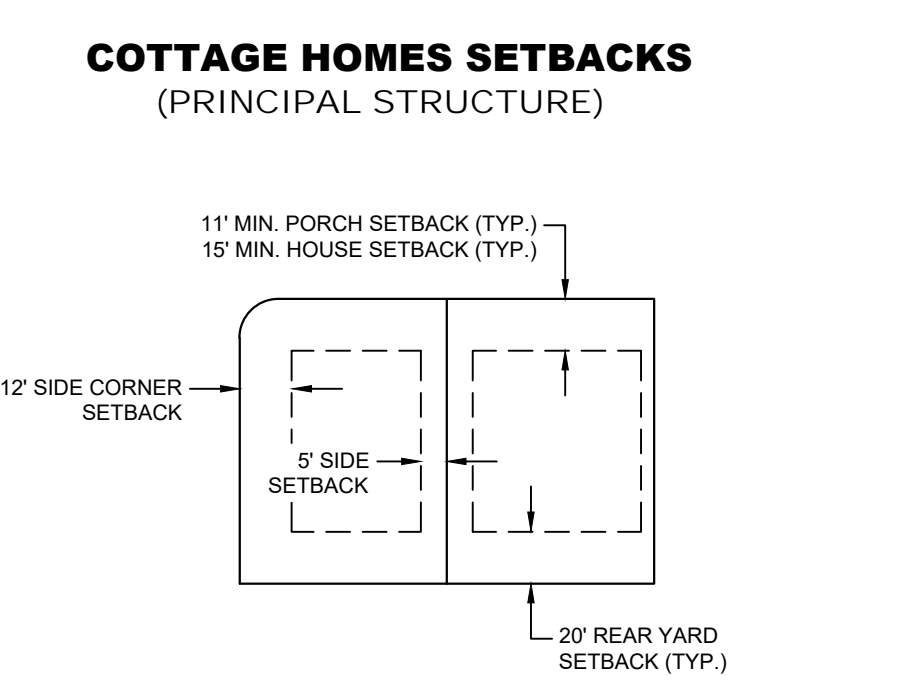
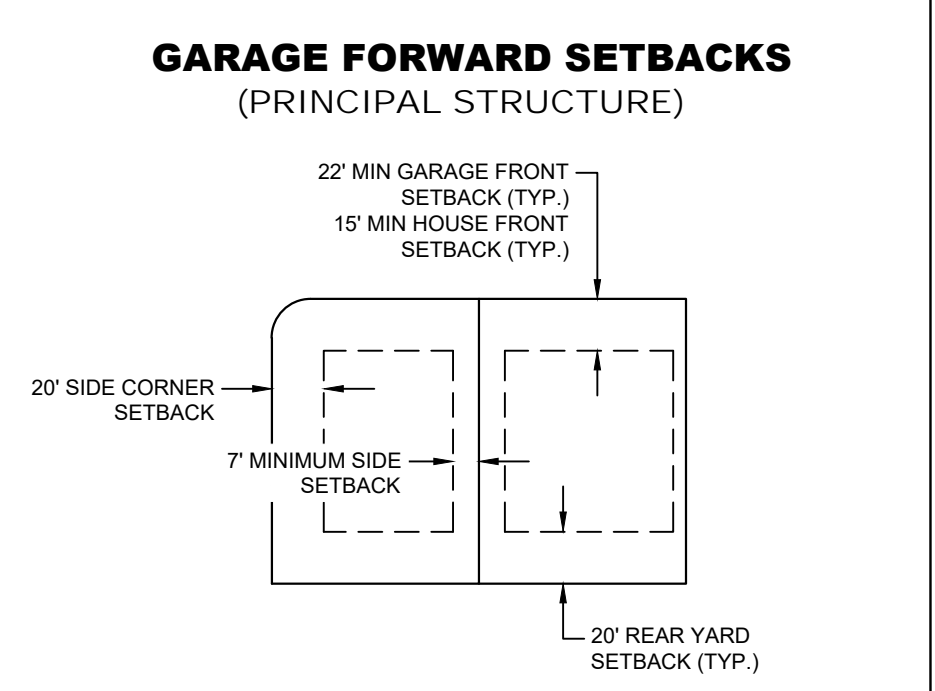
NOT FOR
CONSTRUCTION

SUNFLOWER SUBDIVISION
HARRISVILLE, UTAH
CONCEPT PLAN

TABULATIONS	
TOTAL AREA	5.0 AC
EXISTING LOT	1
PROPOSED LOTS	30
DENSITY	6.25 U/A



NOTE:
FOR ACCESSORY STRUCTURES LOCATED AT LEAST SIX (6) FEET IN THE REAR YARD BEHIND THE MAIN BUILDING, THE SIDE YARD SETBACK MAY BE ONE (1) FOOT FROM A PROPERTY LINE, EXCEPT BUILDINGS WITH METAL ROOFS SHALL BE THREE (3) FEET FROM ANY LOT LINE. NO PORTION OF THE ROOF OVERHANG SHALL BE CLOSER THAN ONE HALF FOOT (1/2') TO ANY PROPERTY LINE, AND PROPER GRADING AND DRAINAGE SHALL BE INSTALLED TO PREVENT ADDITIONAL DRAINAGE ONTO ADJOINING PROPERTY. THE DETACHED GARAGE MAY COVER MORE THAN 25% OF THE AREA FROM THE REAR OF THE MAIN BUILDING TO THE REAR PROPERTY LINE BUT SHALL NOT HAVE A FOOTPRINT LARGER THAN THE DWELLING ON THE LOT.



REVISIONS	
1	
2	
3	
4	
5	
6	

LEI PROJECT #:
2026-0008
DRAWN BY:
DSE/BGS
DESIGNED BY:
BTG
SCALE:
1"=30'
DATE:
05/26/2026

I:\PROJECTS\2025\2026-0008 SUNFLOWER-HARRISVILLE\CAD\DWG\CONCEPTS\2026-0008 SUNFLOWER CONCEPT 2.DWG 5/26/2026 9:39 AM

FARMHOUSE



The home elevations depicted herein are representative samples only; actual designs, materials, colors, and finishes may vary, and Developer reserves the right to modify the same consistent with the general quality and character represented here.

COTTAGE FARMHOUSE



The home elevations depicted herein are representative samples only; actual designs, materials, colors, and finishes may vary, and Developer reserves the right to modify the same consistent with the general quality and character represented here.

CRAFTSMAN



The home elevations depicted herein are representative samples only; actual designs, materials, colors, and finishes may vary, and Developer reserves the right to modify the same consistent with the general quality and character represented here.

COTTAGE CRAFTSMAN



The home elevations depicted herein are representative samples only; actual designs, materials, colors, and finishes may vary, and Developer reserves the right to modify the same consistent with the general quality and character represented here.

TRANSITIONAL

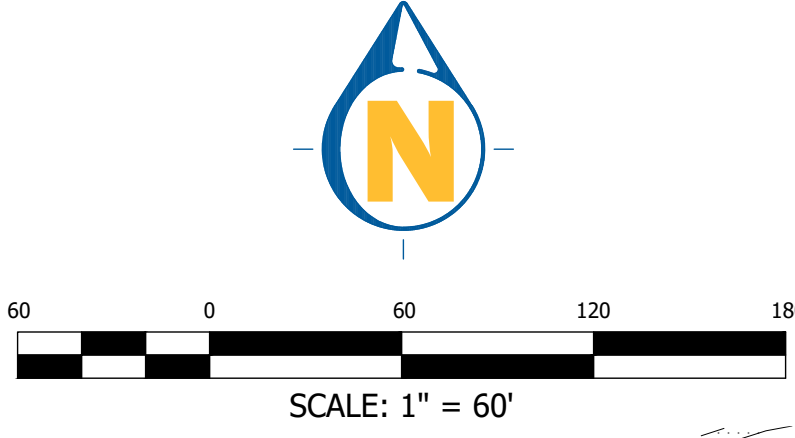
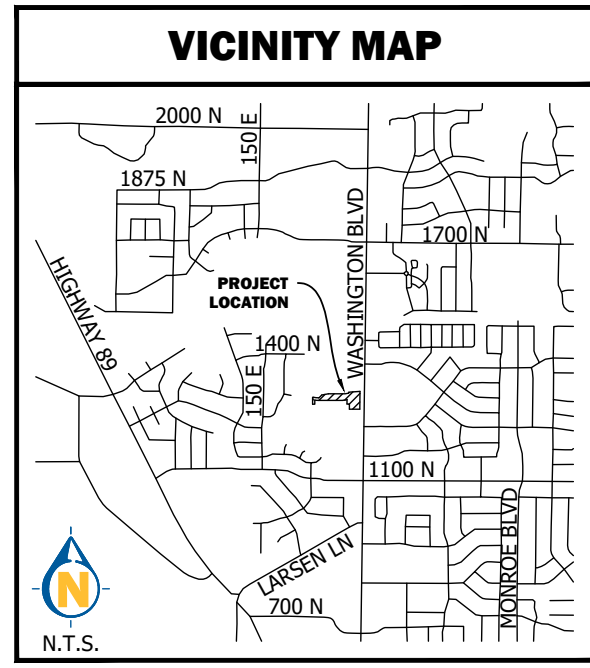
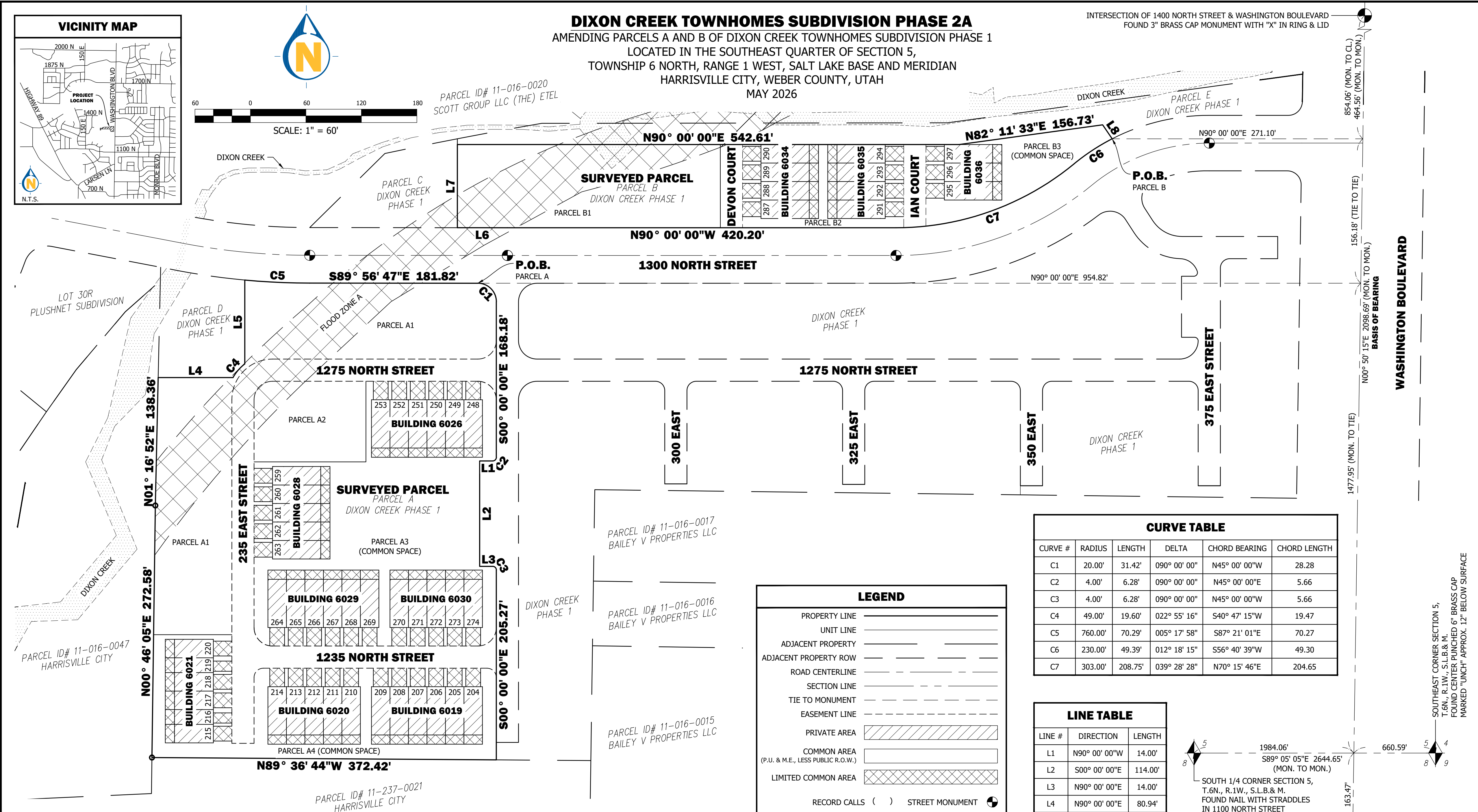


The home elevations depicted herein are representative samples only; actual designs, materials, colors, and finishes may vary, and Developer reserves the right to modify the same consistent with the general quality and character represented here.

COTTAGE TRANSITIONAL



The home elevations depicted herein are representative samples only; actual designs, materials, colors, and finishes may vary, and Developer reserves the right to modify the same consistent with the general quality and character represented here.



DIXON CREEK TOWNHOMES SUBDIVISION PHASE 2A
 AMENDING PARCELS A AND B OF DIXON CREEK TOWNHOMES SUBDIVISION PHASE 1
 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

INTERSECTION OF 1400 NORTH STREET & WASHINGTON BOULEVARD
 FOUND 3" BRASS CAP MONUMENT WITH "X" IN RING & LID

SURVEYOR'S CERTIFICATE

I, STEPHEN M. BURT, A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NO. 70987762201 IN ACCORDANCE WITH TITLE 59, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE REFERENCED A FILED SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF UTAH STATE CODE AND DESCRIBED HERewith AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS DIXON CREEK TOWNHOMES SUBDIVISION PHASE 2A AND MONUMENTS HAVE BEEN PLACED ON THE GROUND AS SHOWN ON THIS PLAT.

STEPHEN M. BURT, P.L.S. UT #70987762201

NARRATIVE

THE PURPOSE OF THIS PLAT WAS TO AMEND PARCELS A AND B OF THE DIXON CREEK SUBDIVISION PHASE 1 PLAT (ENTRY NO. 3357852, WEBER COUNTY RECORDER) FOR NEW DEVELOPMENT, AS SHOWN. THE BASIS OF BEARING IS BETWEEN THE STREET MONUMENTS IN WASHINGTON BOULEVARD, AS SHOWN. RECORD BEARINGS WERE TAKEN FROM THE OGDEN CITY SURVEYOR'S SURVEY BIBLE PLATS, #2605-C AND #2605-D (O.C.S.). OTHER RECORD DOCUMENTS ARE ROTATED TO THIS BASIS. AN ALTERNATE BEARING ALONG THE ROAD CENTER LINE APPEARS TO BE A STATE PLANE BEARING AS PER A 1993 SURVEY PERFORMED BY CONSTRUCTION AND LAND SURVEYORS "CLS"; SURVEY NO. 0820) FILED IN THE WEBER COUNTY SURVEYOR'S OFFICE (W.C.S.). WE LOCATED THE SOUTHEAST CORNER OF THE SECTION, TO WHICH MOST OF THE DEEDS IN THIS AREA ARE TIED, AND A MONUMENT NAIL WITH STRADDLES IN 1100 NORTH STREET, WHICH APPEARS TO HAVE BEEN REPLACED AFTER ROAD CONSTRUCTION. REFERENCE MATERIALS INCLUDE SURVEY NO. 6943 (W.C.S.) PREPARED BY JEREMIAH CUNNINGHAM WITH ENTELLUS. SEE THIS SURVEY AND THE RECORDED PHASE 1 PLAT FOR FURTHER NARRATIVE CONTENT ABOUT THE BOUNDARY OF DIXON CREEK PHASE 1.

BOUNDARY DESCRIPTION

TWO PARCELS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, WEBER COUNTY, UTAH, SAID PARCELS ARE KNOWN AS PARCEL A AND PARCEL B OF THE DIXON CREEK TOWNHOMES SUBDIVISION PHASE 1 PLAT RECORDED AS ENTRY NO. 3357852 IN THE WEBER COUNTY RECORDER'S OFFICE, SAID PARCELS ARE FURTHER DESCRIBED AS FOLLOWS.

PARCEL A
 BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 1300 NORTH STREET IN HARRISVILLE, UTAH, SAID POINT IS NORTH 89°05'05" WEST 660.59 FEET ALONG THE SECTION LINE AND NORTH 00°50'15" EAST 1314.48 FEET ALONG THE MONUMENT LINE OF WASHINGTON BOULEVARD AND NORTH 90°00'00" WEST 954.82 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; SAID SOUTHEAST SECTION CORNER IS SOUTH 89°05'05" EAST 2644.65 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 5, THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 00°50'15" EAST 2098.69 FEET FROM THE MONUMENT AT THE INTERSECTION OF 1100 NORTH STREET AND WASHINGTON BOULEVARD TO THE MONUMENT AT THE INTERSECTION OF 1400 NORTH STREET AND WASHINGTON BOULEVARD BASED ON SURVEY #6943 FILED IN THE WEBER COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE SOUTHEASTERLY 31.42 FEET ALONG THE ARC OF A 20.00-FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING SOUTH 45°00'00" EAST 28.28 FEET TO A POINT OF TANGENCY; THENCE SOUTH 00°00'00" EAST 168.18 FEET TO A POINT OF TANGENCY ON A 4.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 6.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING SOUTH 45°00'00" WEST 5.66 FEET) TO A POINT OF TANGENCY; THENCE NORTH 90°00'00" WEST 14.00 FEET; THENCE SOUTH 00°00'00" EAST 114.00 FEET; THENCE NORTH 90°00'00" EAST 14.00 FEET TO A POINT OF TANGENCY ON A 4.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 6.28 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING SOUTH 45°00'00" EAST 5.66 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 00°00'00" EAST 205.27 FEET TO THE SOUTH BOUNDARY LINE OF SAID SUBDIVISION; THENCE NORTH 89°36'44" WEST 372.42 FEET ALONG SAID LINE TO A FENCE; THENCE NORTH 00°46'05" EAST 272.58 FEET ALONG SAID FENCE; THENCE NORTH 01°16'52" EAST 138.36 FEET ALONG SAID FENCE; THENCE NORTH 90°00'00" EAST 80.94 FEET TO A POINT OF NON-TANGENCY ON A 49.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 19.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°55'16" (CHORD BEARING NORTH 40°47'15" EAST 19.47 FEET) TO A POINT OF NON-TANGENCY; THENCE NORTH 00°00'00" EAST 90.71 FEET TO A POINT OF NON-TANGENCY ON A 760.00-FOOT CURVE TO THE LEFT AND TO THE SOUTH RIGHT-OF-WAY OF SAID 1300 NORTH STREET; THENCE EASTERLY 70.29 FEET ALONG SAID CURVE AND SAID RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 05°17'58" (CHORD BEARING SOUTH 87°21'01" EAST 70.27 FEET) TO A POINT OF TANGENCY; THENCE SOUTH 89°56'47" EAST 181.82 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

PARCEL B
 BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 1300 NORTH STREET IN HARRISVILLE, UTAH, SAID POINT IS NORTH 89°05'05" WEST 660.59 FEET ALONG THE SECTION LINE AND NORTH 00°50'15" EAST 1470.66 FEET ALONG THE MONUMENT LINE OF WASHINGTON BOULEVARD AND NORTH 90°00'00" WEST 271.10 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; SAID SOUTHEAST SECTION CORNER IS SOUTH 89°05'05" EAST 2644.65 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 5, THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 00°50'15" EAST 2098.69 FEET FROM THE MONUMENT AT THE INTERSECTION OF 1100 NORTH STREET AND WASHINGTON BOULEVARD TO THE MONUMENT AT THE INTERSECTION OF 1400 NORTH STREET AND WASHINGTON BOULEVARD BASED ON SURVEY #6943 FILED IN THE WEBER COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING (4) COURSES: 1) SOUTHWESTERLY 49.39 FEET ALONG A 230.00-FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°18'15" (CHORD BEARING SOUTH 56°40'39" WEST 49.30 FEET) TO A POINT OF REVERSE CURVATURE ON A 303.00-FOOT RADIUS CURVE TO THE RIGHT; 2) WESTERLY 208.75 FEET THROUGH A CENTRAL ANGLE OF 39°28'28" (CHORD BEARING SOUTH 70°15'46" WEST 204.65 FEET) TO A POINT OF TANGENCY; 3) NORTH 90°00'00" WEST 420.20 FEET; 4) NORTH 89°56'47" WEST 54.16 FEET; THENCE NORTH 00°00'00" EAST 89.95 FEET; THENCE NORTH 90°00'00" EAST 542.61 FEET; THENCE NORTH 82°11'33" EAST 156.73 FEET; THENCE SOUTH 34°16'41" EAST 18.27 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID STREET AND TO THE POINT OF BEGINNING.

CONTAINS 4.088 ACRES.

PARCEL B
 BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 1300 NORTH STREET IN HARRISVILLE, UTAH, SAID POINT IS NORTH 89°05'05" WEST 660.59 FEET ALONG THE SECTION LINE AND NORTH 00°50'15" EAST 1470.66 FEET ALONG THE MONUMENT LINE OF WASHINGTON BOULEVARD AND NORTH 90°00'00" WEST 271.10 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; SAID SOUTHEAST SECTION CORNER IS SOUTH 89°05'05" EAST 2644.65 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 5, THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 00°50'15" EAST 2098.69 FEET FROM THE MONUMENT AT THE INTERSECTION OF 1100 NORTH STREET AND WASHINGTON BOULEVARD TO THE MONUMENT AT THE INTERSECTION OF 1400 NORTH STREET AND WASHINGTON BOULEVARD BASED ON SURVEY #6943 FILED IN THE WEBER COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING (4) COURSES: 1) SOUTHWESTERLY 49.39 FEET ALONG A 230.00-FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°18'15" (CHORD BEARING SOUTH 56°40'39" WEST 49.30 FEET) TO A POINT OF REVERSE CURVATURE ON A 303.00-FOOT RADIUS CURVE TO THE RIGHT; 2) WESTERLY 208.75 FEET THROUGH A CENTRAL ANGLE OF 39°28'28" (CHORD BEARING SOUTH 70°15'46" WEST 204.65 FEET) TO A POINT OF TANGENCY; 3) NORTH 90°00'00" WEST 420.20 FEET; 4) NORTH 89°56'47" WEST 54.16 FEET; THENCE NORTH 00°00'00" EAST 89.95 FEET; THENCE NORTH 90°00'00" EAST 542.61 FEET; THENCE NORTH 82°11'33" EAST 156.73 FEET; THENCE SOUTH 34°16'41" EAST 18.27 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID STREET AND TO THE POINT OF BEGINNING.

CONTAINS 1.328 ACRES.

CURVE TABLE

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	20.00'	31.42'	090° 00' 00"	N45° 00' 00"W	28.28
C2	4.00'	6.28'	090° 00' 00"	N45° 00' 00"E	5.66
C3	4.00'	6.28'	090° 00' 00"	N45° 00' 00"W	5.66
C4	49.00'	19.60'	022° 55' 16"	S40° 47' 15"W	19.47
C5	760.00'	70.29'	005° 17' 58"	S87° 21' 01"E	70.27
C6	230.00'	49.39'	012° 18' 15"	S56° 40' 39"W	49.30
C7	303.00'	208.75'	039° 28' 28"	N70° 15' 46"E	204.65

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N90° 00' 00"W	14.00'
L2	S00° 00' 00"E	114.00'
L3	N90° 00' 00"E	14.00'
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'
L8	S34° 16' 41"E	18.27'

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)

PLAT NOTES

- THIS PLAT IS BASED ON SURVEY #6943 FILED IN THE WEBER COUNTY SURVEYOR'S OFFICE. THE BASIS OF BEARING IS BETWEEN THE FOUND STREET MONUMENTS IN WASHINGTON BOULEVARD AT THE INTERSECTIONS OF 1100 NORTH AND 1400 NORTH STREETS, AS SHOWN.
- ALL OPEN SPACE AND LIMITED COMMON AREAS ARE PUBLIC UTILITY, DRAINAGE, AND MUNICIPAL EASEMENTS INCLUDING THE PRIVATE STREETS, AS DEFINED ON THE DIXON CREEK TOWNHOMES SUBDIVISION PHASE 1 PLAT RECORDED AS ENTRY NO. 3357852 IN THE WEBER COUNTY RECORDER'S OFFICE ("PHASE 1 PLAT").
- PARCELS "C" AND "D" WERE DEDICATED BY THE PHASE 1 PLAT TO THE CITY FOR DRAINAGE PONDS TO BE OWNED AND MAINTAINED BY THE CITY.
- 1300 NORTH STREET IS THE ONLY PUBLIC STREET, AND IT WAS DEDICATED BY THE PHASE 1 PLAT. ALL OTHER STREETS DEPICTED HEREON ARE PRIVATE.
- A CREEK BUFFER EASEMENT WAS DEDICATED BY THE PHASE 1 PLAT FOR THE RELOCATED DIXON CREEK. THERE WAS A PRE-EXISTING EASEMENT FOR DIXON CREEK THAT HAS BEEN ADDRESSED BY THE RELOCATION THAT WAS APPROVED BY THE ARMY CORP OF ENGINEERS UNDER THE CERTIFIED LETTER OF MAP REVISION (C.L.O.M.R.) NO. _____.
- PER HARRISVILLE CITY CODE 8-07-010: BASED UPON HIGH GROUND WATER CONDITIONS, THE LOWEST HABITABLE FLOOR LEVEL ON THIS LOT IS RESTRICTED TO AN ELEVATION WHICH IS ONE (1) FOOT BELOW THE CURB AND GUTTER FRONTING THE LOT. THE CURB ELEVATION REFERENCE POINT SHALL BE THE LOWEST TOP BACK OF CURB ELEVATION ON THE LOT FRONTAGE.

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO AN ACCESS EASEMENT, PRIVATE ROADS, PRIVATE UNITS, LIMITED COMMON SPACE, AND COMMON SPACE, HEREAFTER TO BE KNOWN AS DIXON CREEK TOWNHOMES SUBDIVISION PHASE 2A, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, PARCEL C, PARCEL D, AND 1300 NORTH STREET WERE PREVIOUSLY DEDICATED TO HARRISVILLE CITY ON THE PHASE 1 PLAT, PURSUANT TO UTAH CODE 10-9A-604(0). THE OWNER(S) SHALL CONVEY THE COMMON AREA AND LIMITED COMMON AREA, AS INDICATED HEREON, TO THE DIXON CREEK TOWNHOMES OWNERS ASSOCIATION, WITH A REGISTERED ADDRESS OF 12351 S. GATEWAY PARK PLACE, #D-100 DRAPER, UTAH 84020. AND DO WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS.

SIGNED THIS _____ DAY OF _____, 20____.

SCOTT GROUP, LLC _____ SDS7, LLC _____

MYERS GROUP, LLC _____ BAILEY V. PROPERTIES, LLC _____

L.L.C. ACKNOWLEDGMENT

ON THIS _____ DAY OF _____, 20____, IN THE STATE OF _____, IN THE COUNTY OF _____, THERE PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF SDS7 GROUP, LLC, AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC SIGNATURE: _____

NOTARY PUBLIC NAME: _____

COMMISSIONED IN THE STATE OF: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

L.L.C. ACKNOWLEDGMENT

ON THIS _____ DAY OF _____, 20____, IN THE STATE OF _____, IN THE COUNTY OF _____, THERE PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF SCOTT GROUP, LLC, AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC SIGNATURE: _____

NOTARY PUBLIC NAME: _____

COMMISSIONED IN THE STATE OF: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

1470 South 600 West
 Woods Cross, UT 84010
 Phone 801.298.2236
 www.Entellus.com
 PROJECT # 2171001
 2026/04/28 JIS

HARRISVILLE CITY PLANNING COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, WAS DULY APPROVED BY THE HARRISVILLE CITY PLANNING COMMISSION ON _____ DAY OF _____, 20____.

CHAIR, HARRISVILLE CITY PLANNING COMMISSION

HARRISVILLE CITY ATTORNEY

I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT AND IN MY OPINION THEY CONFORM WITH THE CITY 8.07.010 CITY CODE, APPLICABLE THERETO AND NOW IN FORCE AND EFFECT.

SIGNED THIS ON THIS _____ DAY OF _____, 20____.

CITY ATTORNEY

HARRISVILLE ENGINEER

I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH CITY STANDARDS.

SIGNED THIS ON THIS _____ DAY OF _____, 20____.

CITY ENGINEER

WEBER COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSEE LAND SURVEYOR WHO EXECUTED THIS PLAT FROM RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS ON THIS _____ DAY OF _____, 20____.

WEBER COUNTY SURVEYOR

DEVELOPER

D.R. HORTON
 CONTACT: PRESTON T. MOEBIUS
 123151 SO. GATEWAY
 PARK PLACE STE. D-100
 DRAPER, UTAH 84020
 PHONE: (714) 851-0416
 EMAIL: PTM0EBIUS@DRHORTON.COM

COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
 FILED FOR RECORD AND RECORDED _____ AT _____
 IN _____ BOOK _____ OF _____
 OFFICIAL RECORDS, AT PAGE _____
 RECORDED FOR: _____
 COUNTY RECORDER
 BY: _____ (DEPUTY)

SHEET 1 OF 3

**SEE SHEET 2 FOR PARCEL A DETAILS
 SEE SHEET 3 FOR PARCEL B DETAILS
 SEE SHEET 3 FOR LINE AND CURVE TABLE**

DIXON CREEK TOWNHOMES SUBDIVISION PHASE 2A
 AMENDING PARCELS A AND B OF DIXON CREEK TOWNHOMES SUBDIVISION PHASE 1
 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

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	20.00'	31.42'	090° 00' 00"	N45° 00' 00"W	28.28
C2	4.00'	6.28'	090° 00' 00"	N45° 00' 00"E	5.66
C3	4.00'	6.28'	090° 00' 00"	N45° 00' 00"W	5.66
C4	49.00'	19.60'	022° 55' 16"	S40° 47' 15"W	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
C11	10.00'	15.71'	090° 00' 00"	S45° 00' 00"W	14.14
C12	10.00'	15.71'	090° 00' 00"	N45° 00' 00"W	14.14
C13	20.00'	31.42'	090° 00' 00"	N45° 00' 00"E	28.28
C14	20.00'	31.42'	090° 00' 00"	S45° 00' 00"E	28.28
C15	20.00'	31.42'	090° 00' 00"	N45° 00' 00"E	28.28
C16	20.00'	31.42'	090° 00' 00"	N45° 00' 00"W	28.28

BUILDING 6019	
UNIT	ADDRESS
204	269 EAST 1235 NORTH
205	267 EAST 1235 NORTH
206	265 EAST 1235 NORTH
207	261 EAST 1235 NORTH
208	257 EAST 1235 NORTH
209	253 EAST 1235 NORTH

BUILDING 6020	
UNIT	ADDRESS
210	249 EAST 1235 NORTH
211	245 EAST 1235 NORTH
212	243 EAST 1235 NORTH
213	241 EAST 1235 NORTH
214	239 EAST 1235 NORTH

BUILDING 6021	
UNIT	ADDRESS
215	1215 NORTH 235 EAST
216	1219 NORTH 235 EAST
217	1223 NORTH 235 EAST
218	1227 NORTH 235 EAST
219	1231 NORTH 235 EAST
220	1237 NORTH 235 EAST

BUILDING 6026	
UNIT	ADDRESS
248	271 EAST 1275 NORTH
249	267 EAST 1275 NORTH
250	263 EAST 1275 NORTH
251	259 EAST 1275 NORTH
252	255 EAST 1275 NORTH
253	253 EAST 1275 NORTH

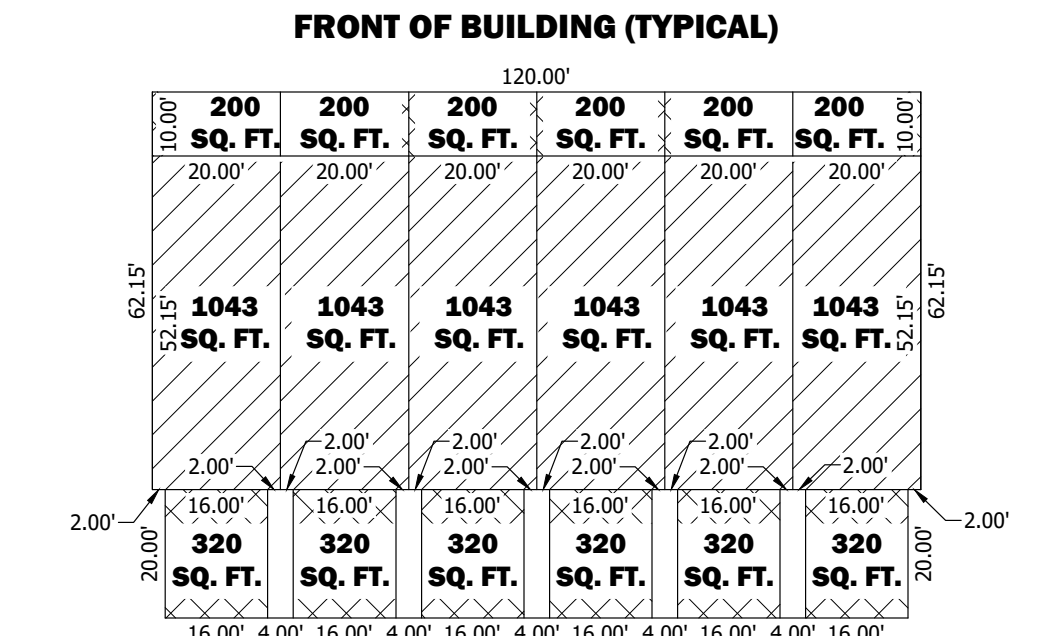
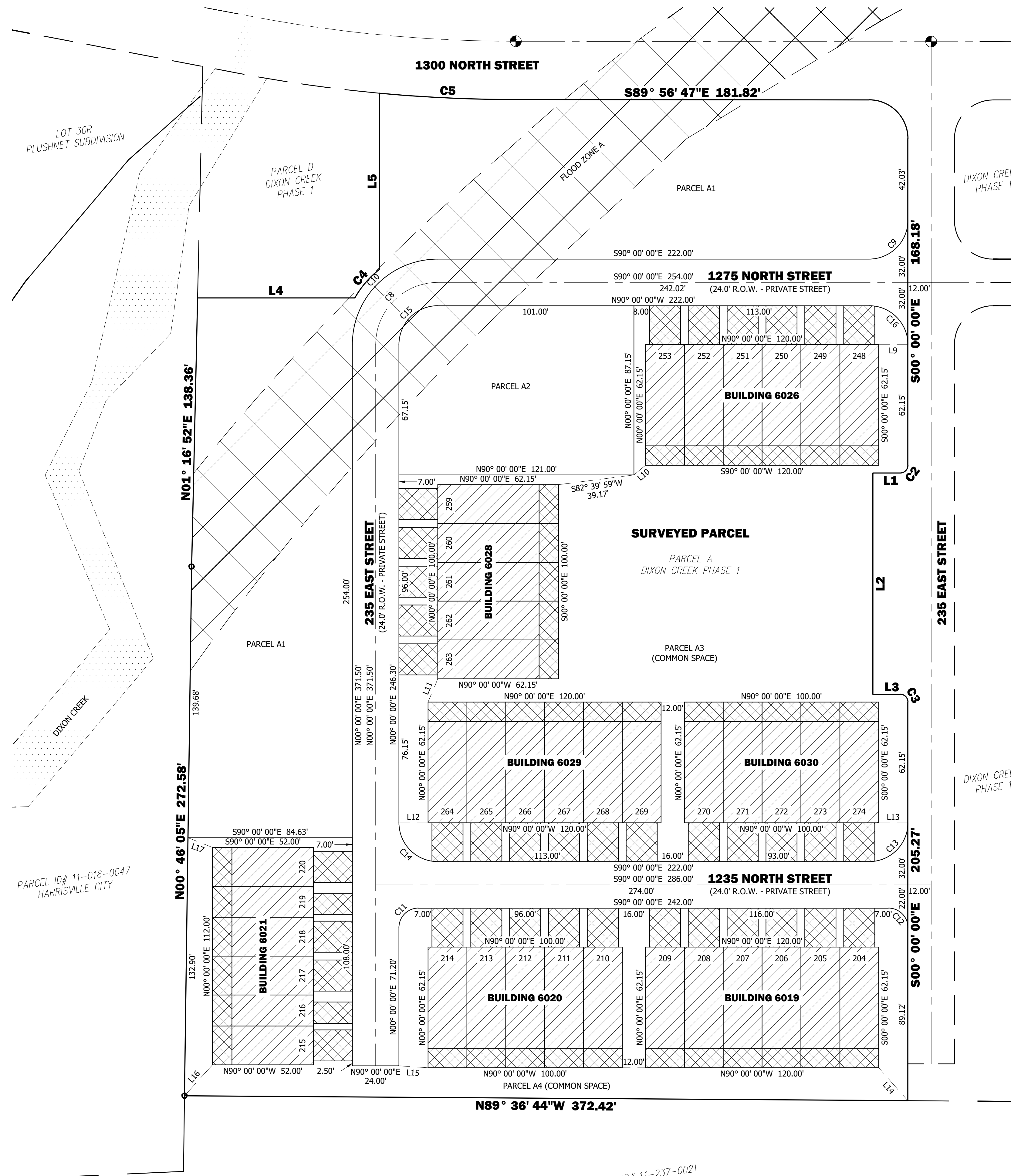
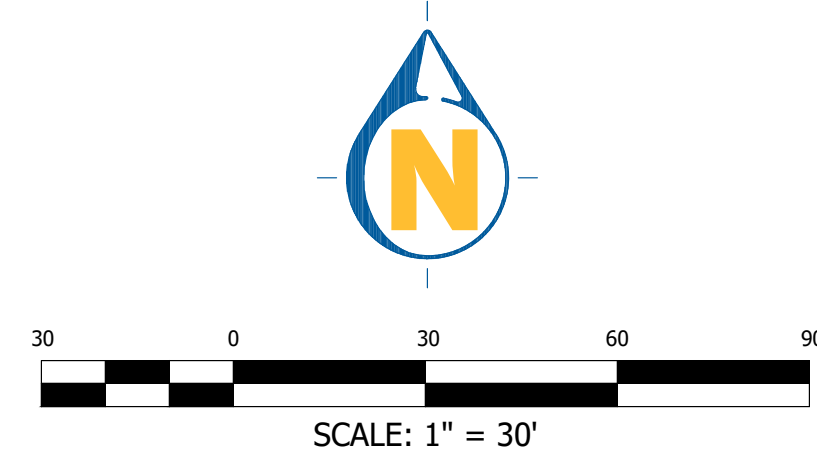
BUILDING 6028	
UNIT	ADDRESS
259	1252 NORTH 235 EAST
260	1248 NORTH 235 EAST
261	1244 NORTH 235 EAST
262	1240 NORTH 235 EAST
263	1236 NORTH 235 EAST

BUILDING 6029	
UNIT	ADDRESS
264	238 EAST 1235 NORTH
265	240 EAST 1235 NORTH
266	242 EAST 1235 NORTH
267	244 EAST 1235 NORTH
268	248 EAST 1235 NORTH
269	252 EAST 1235 NORTH

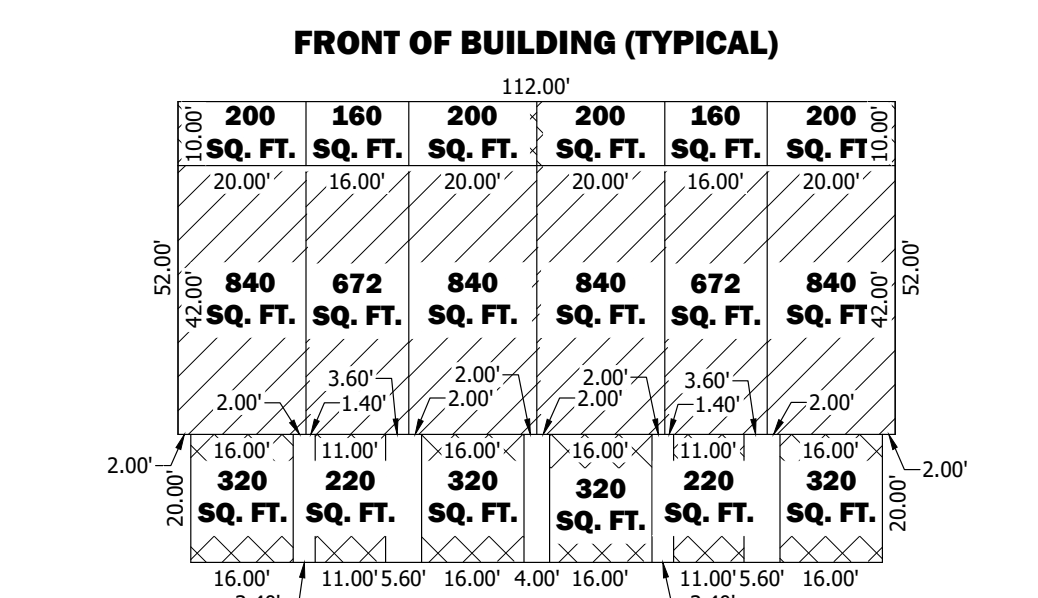
BUILDING 6030	
UNIT	ADDRESS
270	258 EAST 1235 NORTH
271	262 EAST 1235 NORTH
272	264 EAST 1235 NORTH
273	268 EAST 1235 NORTH
274	272 EAST 1235 NORTH

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N90° 00' 00"W	14.00'
L2	S00° 00' 00"E	114.00'
L3	N90° 00' 00"E	14.00'
L4	N90° 00' 00"E	80.94'
L5	N00° 00' 00"E	90.71'
L9	N90° 00' 00"W	15.00'
L10	N50° 11' 40"E	7.81'
L11	N22° 37' 12"E	13.00'
L12	S90° 00' 00"E	15.00'
L13	N90° 00' 00"W	15.00'
L14	N41° 29' 56"W	22.64'
L15	N86° 22' 33"W	15.03'
L16	N42° 11' 09"E	21.46'
L17	S68° 24' 13"E	13.58'

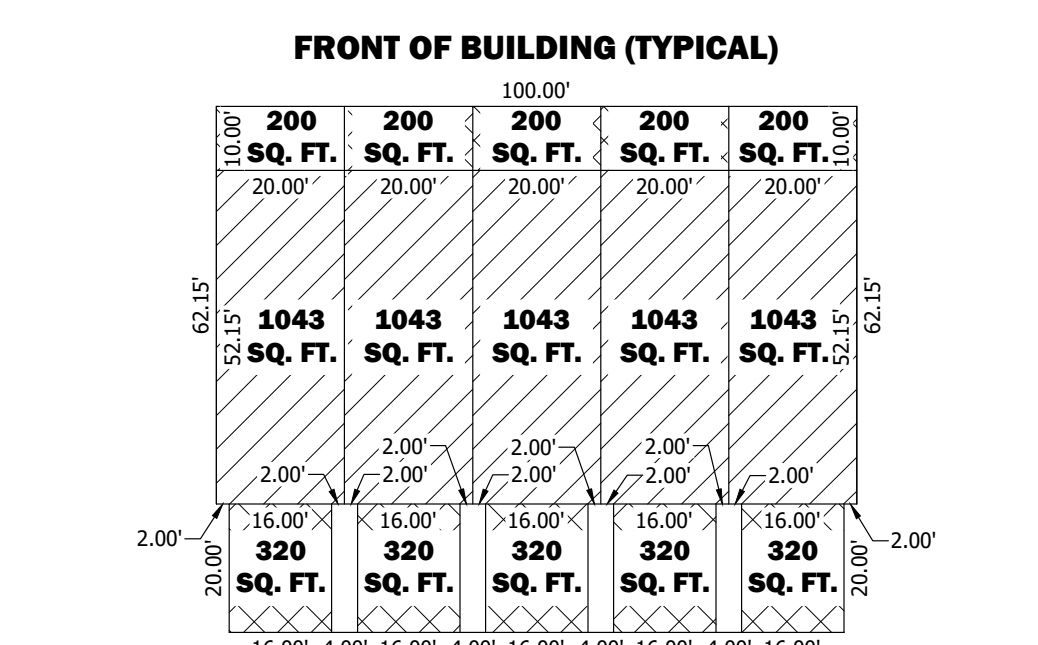
LEGEND	
PROPERTY LINE	_____
UNIT LINE	_____
ADJACENT PROPERTY	_____
ADJACENT PROPERTY ROW	_____
ROAD CENTERLINE	_____
SECTION LINE	_____
TIE TO MONUMENT	_____
EASEMENT LINE	_____
PRIVATE AREA	
COMMON AREA (P.U. & M.E., LESS PUBLIC R.O.W.)	
LIMITED COMMON AREA	
RECORD CALLS ()	STREET MONUMENT
SET 5/8"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



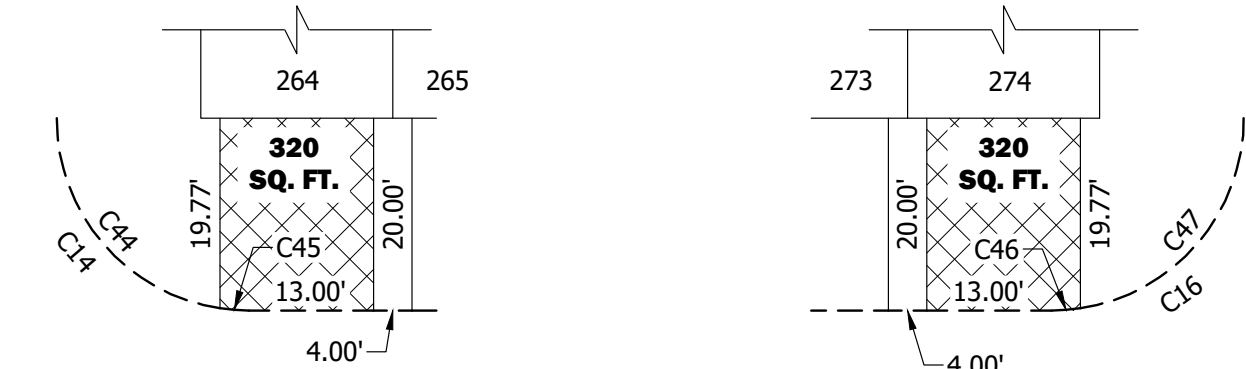
BUILDINGS 6019, 6026, 6029 TYPICAL DETAILS



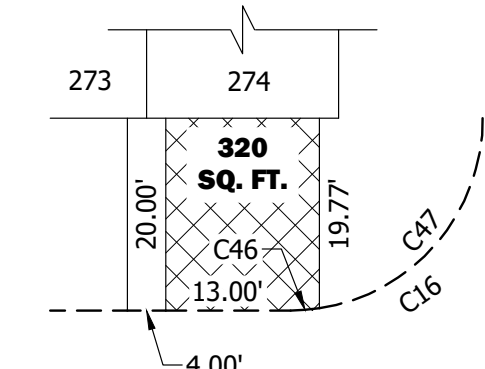
BUILDING 6024 TYPICAL DETAILS



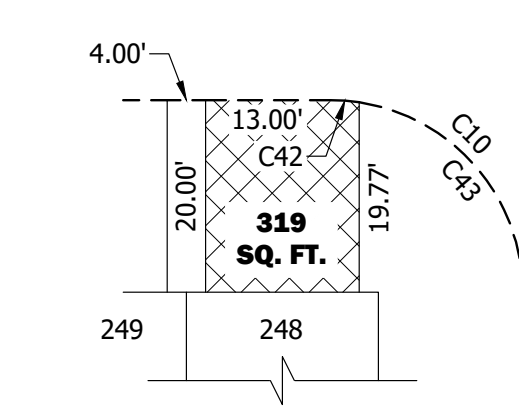
BUILDINGS 6020, 6028, 6030 TYPICAL DETAIL



UNIT 264 DETAIL



UNIT 274 DETAIL



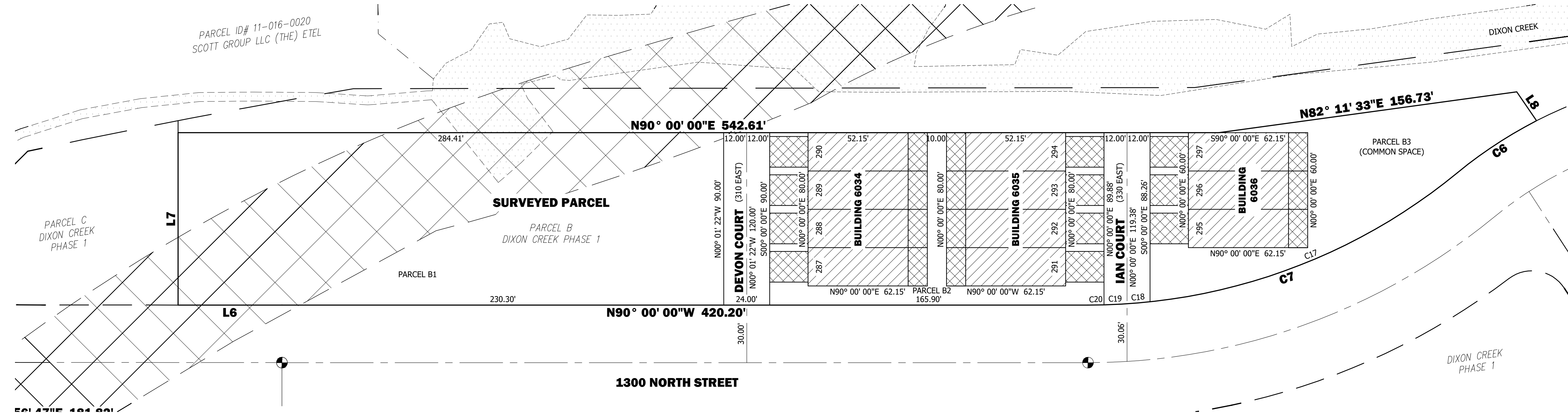
UNIT 248 DETAIL

PARCEL A SHEET 2 OF 3

COUNTY RECORDER	
ENTRY NO.	FEE PAID
FILED FOR RECORD AND RECORDED	AT
IN	BOOK OF
OFFICIAL RECORDS, AT PAGE	
RECORDED FOR:	
COUNTY RECORDER	
BY:	(DEPUTY)

1470 South 600 West
 Woods Cross, UT 84010
 Phone 801.298.2236
 www.Entellus.com
 PROJECT #2171001
 2026/04/28 JJS

DIXON CREEK TOWNHOMES SUBDIVISION PHASE 2A
 AMENDING PARCELS A AND B OF DIXON CREEK TOWNHOMES SUBDIVISION PHASE 1
 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 6034

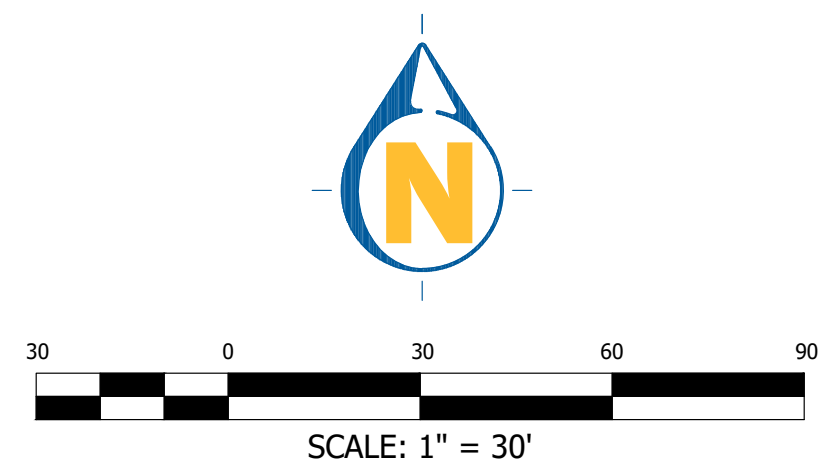
UNIT	ADDRESS
287	312 EAST DEVON COURT
288	314 EAST DEVON COURT
289	316 EAST DEVON COURT
290	318 EAST DEVON COURT

BUILDING 6035

UNIT	ADDRESS
291	322 EAST IAN COURT
292	324 EAST IAN COURT
293	326 EAST IAN COURT
294	328 EAST IAN COURT

BUILDING 6036

UNIT	ADDRESS
295	340 EAST IAN COURT
296	342 EAST IAN COURT
297	344 EAST IAN COURT



CURVE TABLE

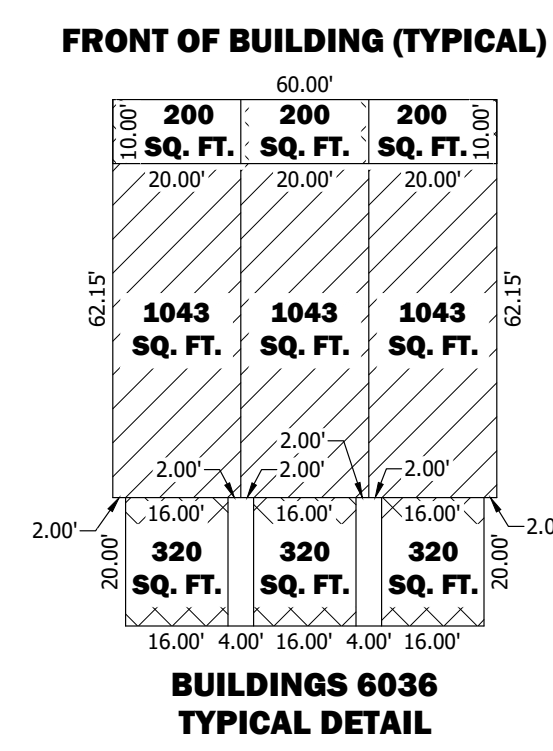
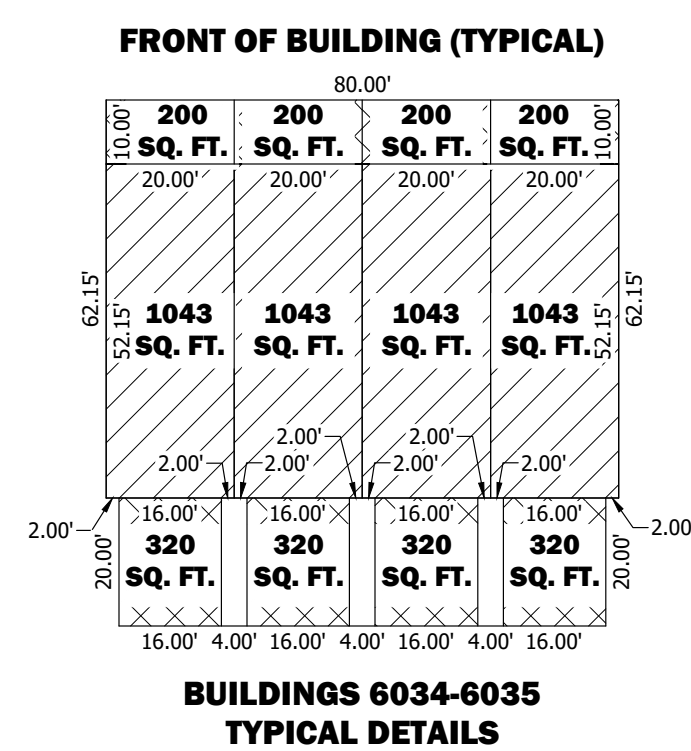
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C6	230.00'	49.39'	012° 18' 15"	S56° 40' 39"W	49.30
C7	303.00'	208.75'	039° 28' 28"	N70° 15' 46"E	204.65
C17	303.00'	176.33'	033° 20' 37"	N67° 11' 51"E	173.86
C18	303.00'	12.05'	002° 16' 41"	N85° 00' 29"E	12.05
C19	303.00'	12.01'	002° 16' 19"	N87° 16' 59"E	12.01
C20	303.00'	8.36'	001° 34' 52"	N89° 12' 34"E	8.36

LINE TABLE

LINE #	DIRECTION	LENGTH
L6	N89° 56' 47"W	54.16'
L7	N00° 00' 00"E	89.95'
L8	S34° 16' 41"E	18.27'

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)	



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 Woods Cross, UT 84010
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 PROJECT #2171001
 2026/04/28 JJS

PARCEL B
SHEET 3 OF 3

COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
 FILED FOR RECORD AND RECORDED
 _____ AT _____
 IN _____ BOOK _____ OF _____
 OFFICIAL RECORDS, AT PAGE _____
 RECORDED FOR: _____

 COUNTY RECORDER

BY: _____ (DEPUTY)



HARRISVILLE CITY

363 W. Independence Blvd Harrisville, Utah 84404 801.782.4100
www.cityofharrisville.com

PLANNING
COMMISSION

Angie Francom
Chad Holbrook
Isaac Thomas
Christina Palmer
Ruben Morales

Staff Report

Conditional Use Permit Application
Home Occupation
June 3, 2026

Application Information

Agenda Date: June 10, 2026
Applicant: Marvin Farrell
Application Date: May 27, 2026
Application Request: Applicant is requesting a Conditional Use Permit to consider a small farm stand to sell produce, hay, and straw.

Property Information

Approximate Address: 2470 North 750 West, Harrisville, Utah
Current Zoning: A-1

Overview:

Harrisville City has received a conditional use permit application for a small farm stand to sell produce, hay, and straw. In accordance with Harrisville Municipal Code §11.08.020(4) a conditional use permit is required for a Home Occupation to be in any residential area.

Analysis:

Comments/Recommendations in Bold

HCMC §11.18.050 Basis For Issuance Of Conditional Use Permit

The planning commission shall not authorize a conditional use permit unless evidence is presented to establish:

That such use will not, at the particular location be detrimental to the health, safety, and general welfare of persons nor injurious to property or improvements of the surrounding land uses or community, but will be compatible with the existing surrounding uses, buildings, and structures. In determining compatibility and mitigation of detrimental effects, the planning commission shall consider:

1. The location of parking lots, access ways, delivery areas and on site vehicle circulation patterns created by the site design and their relationship to adjoining uses and whether or not such site design adversely impacts the surrounding uses by exposing them to loss of privacy, objectionable views of large paved or graveled areas or loading and unloading areas and whether or not there are design considerations or property improvements that can mitigate these impacts; **Site Plan of the property will not be changed.**
2. The location of the use does not create unusual pedestrian or vehicle traffic patterns or volumes that would not be expected with the development of a permitted use. In determining unusual patterns the planning commission shall consider:
 1. the orientation of driveways and if they direct traffic to the major streets or the local streets and if directed to the local streets the impact it creates to the safety, purpose and character of the local street; **Driveways for the property will not be changed.**
 2. parking locations and size and if they encourage street side parking and walking to the proposed use which impacts adjacent land uses; and
To limit the impact on surrounding properties, it is recommended that all clients park off-street.
 3. hours of peak land use creating traffic volumes at times of the day or night that would impact the surrounding uses.
Impacts will be limited by the low housing density and traffic volumes in the area, while the limited product selection and volume will naturally discourage crowding.
3. The design of the building or buildings and the exterior building materials proposed to be used on the building and if the design and materials are similar in visual qualities such as, but not limited to, roof line shapes, building material color, reflectivity, and other visual qualities in order to ensure that the building design is not out of character with the surrounding area or creates a visual nuisance that impacts adjacent properties; **The exterior of the building will remain the same. No structural improvements.**
4. The hours of operation of the proposed use when compared with the hours of activity of the surrounding uses and the potential of such hours of operation to create noise, light or other nuisances not acceptable to the enjoyment of the existing surrounding uses or common to the surrounding uses; **The hours of operation are limited to 7am to 10 pm in the regulations for home occupations in residential zones HCMC §11.10.020(9).**
5. The location and size of outdoor storage areas and their relationship to adjacent land uses and if such storage creates adverse impacts to the surrounding uses in terms of visual appearance, noise, dust, odor, fire potential or hazardous material storage and the safe distances or other measures taken to screen or absorb the impacts on the proposed site; and **No outdoor storage is proposed.**
6. The location of exterior lighting and signage will not be directed to or impact adjacent residential uses. **No exterior lighting is proposed.**

7. That the proposed use will comply with the land use regulations specified in this Ordinance for such use in the specific zone the use is proposed in; **Agricultural Accessory Structures for commercial production must follow the special regulations set forth in HCMC §11.10.020(1-2).**
8. That the proposed location does not have any unresolved actual or alleged violations of the municipal code. **No violations are known at this time.**
9. That the proposed use conforms to the goals, policies and governing principles and land use of the Master Plan for Harrisville City. **If recommendations are followed, the proposed home occupation should not interfere with the surrounding uses.**
10. That the proposed use will not lead to the deterioration of the environment by emitting pollutants to the ground or air of such a type or of such a quantity so as to detrimentally effect, public or private property including the operation of existing uses thereon, in the immediate vicinity or the community or area as a whole. **No emissions are anticipated.**

To operate a home occupation in the city of Harrisville, the following Special Regulations apply:

HCMC §11.10.020

1. Agricultural Accessory Structure. An agricultural accessory structure is a structure designed and used for the raising or storing of produce (vegetables or fruits) raised on the property where the structure is located.
 - a. The structure may be a permanent or temporary structure and shall comply with the minimum setbacks required for a produce stand if it is the main building on the site. If a dwelling also exists on the property any permanent agricultural accessory structure shall comply with the setback and other regulations of an accessory building.
 - b. The exterior surface of the structure shall not have a reflective surface that reflects the sun and creates a glare on adjacent properties at any time during the day.
 - c. The nontransparent exterior surface of a new building shall be of new materials or reuse of old materials whose original purpose was for exterior siding or roofing.
 - d. The structure or structures if located on a property that has a dwelling on it shall not occupy more than 25% of the area of the lot measured behind the rear of the dwelling.
2. Commercial crop and fruit production. A permanent or temporary structure used for the selling of produce may be permitted on the same parcel of property where the produce (vegetables or fruit) is raised provided that:
 - a. A permanent structure shall comply with the minimum setbacks required for a produce stand if it is the main building on the site. If a dwelling also exists on the property any permanent agricultural accessory structure shall comply with the setback and other regulations of an accessory building.

- b. A temporary structure may be located in the front yard setback in an A-1 or R-1-20 zoned property provided that it is no larger than 100 square feet and is in place only during the harvest time of the produce being sold.
 - c. A temporary shade canopy no larger than 100 square feet is permitted in the front yard setback in the RE-15 and R-1-10 zones provided it is in place only during the harvest time of the produce being sold.
9. Home occupation. A home occupation is the use of a portion of a single family dwelling, and/or accessory building, for a business, office, daycare, preschool, personal services such as hair care, common trade, or crafts. The following conditions shall be met in order to obtain a home occupation:
- a. Any home occupation with visiting clientele requires a conditional use permit.
 - b. The employees at a home occupation site are limited to those who reside at the dwelling where the home occupation occurs with the exception of a preschool and deliveries.
 - c. The dwelling is the primary residence and no more than twenty-five (25%) percent of the floor space of the dwelling is devoted solely to the home occupation, excepting daycare.
 - d. There is no outdoor storage of any materials.
 - e. There is no vehicle or trailer repair or body work of any kind and no parking or placement of vehicles which are being repaired.
 - f. All work of the home occupation occurs in an enclosed structure.
 - g. There is no wholesale or retail sales of products, actual product display or warehousing of product directly from the home or accessory building except those items that are created on the property or from a common trade or craft.
 - h. No offensive noise, vibration, smoke, dust, odor, heat, or glare shall be produced, and activities shall not include any activities which create a nuisance or hazard.
 - i. The home occupation is limited to hours of operation between 7 a.m. and 10 p.m.
 - j. Daycare is limited to a maximum of eight (8) children at any one time who do not live in the dwelling between the hours of 6 a.m. and 10 p.m.
 - k. Preschool in a residence that operates four (4) or less hours per day, per session, up to two (2) sessions per day, and teaches more than nine (9) children, but not more than fourteen (14) children, plus supervisory personnel. The preschool area of the home shall also conform to the applicable standards of any building code.
 - l. All home occupations shall comply with all acceptable State codes and licensing requirements as well as having a home occupation business license from Harrisville City.
 - m. All home occupations shall comply with all health building and fire codes and regulations for the particular use on the property.

- n. No home occupation, specifically trades and crafts, shall interfere with the predominantly residential purpose and uses of the residential zone where a home occupation is to be located.
- o. With compliance to Weber Morgan Health Department regulations, the use of a Permanent Makeup Machine (PMU) for use of cosmetics in addition to scar coverings.

Staff Recommendation:

Staff recommends approval of the Conditional Use Permit, subject to the following conditions:

- 1. The applicant shall comply with the Special Regulations outlined in Section §11.10.020 of the Harrisville Municipal Code.**
- 2. The applicant shall comply with the (applicable) Special Regulations outlined in Section §11.10.020 of the Harrisville Municipal Code.**
- 3. All clients must use the off-street parking.**