



# HARRISVILLE CITY

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

PLANNING  
COMMISSION:

Nathan Averill  
Chad Holbrook  
William Smith  
Brad Elmer  
Jordan Read

**Harrisville City Planning Commission  
Harrisville City Offices  
Wednesday, May 8, 2024**

**AGENDA**

**Zoom Meeting Link**

**Meeting ID: 824 6873 6901**

**Passcode: 152691**

- 1. CALL TO ORDER**
- 2. CONSENT APPROVAL** – of Planning Commission minutes from March 13, 2024.
- 3. PUBLIC HEARING** – the Harrisville City Planning Commission will hold a public hearing to take comments for and/or against Harrisville Ordinance 533; an ordinance amending the General Plan Map and Official Zoning Map for certain parcels on West Harrisville Road.
- 4. DISCUSSION/ACTION/RECOMMEND** – to recommend Ordinance 533; an ordinance amending the General Plan Map and Official Zoning Map for certain parcels on West Harrisville Road.
- 5. PUBLIC HEARING** – the Harrisville City Planning Commission will hold a public hearing to take comments for and/or against Harrisville Ordinance 555; a Clustered Development Plan for property located at approximately 863 North Harrisville Road.
- 6. DISCUSSION/ACTION/RECOMMEND** – to recommend Ordinance 555; a Clustered Development Plan for property located at approximately 863 North Harrisville Road.
- 7. DISCUSSION/ACTION/RECOMMEND** – to approve Conditional Use Permit # 143 an application for a preschool business located at approximately 2264 N 600 W.
- 8. DISCUSSION/ACTION/RECOMMEND** – to grant Preliminary Plat Approval for Summit Views Phase 1 located at approximately 125 W 1100 N.
- 9. PUBLIC COMMENTS – (3 minute maximum)**
- 10. COMMISSION/STAFF FOLLOW-UP.**
- 11. 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.cityofharrisville.com](http://www.cityofharrisville.com), and at the Utah Public Meeting Notice Website at <http://pmn.utah.gov>. Notice of this meeting has also been duly provided as required by law. In accordance with the Americans with Disabilities Act (ADA), the Harrisville City will make reasonable accommodations for participation in the meeting. Please make a request for accommodation with the City Offices at 801-782-4100, x1004, at least three (3) business days prior to any meeting.



**Harrisville City Planning Commission Minutes**  
Harrisville City Offices  
Wednesday, March 13, 2024

**Commissioners:** Nathan Averill  
Chad Holbrook  
Bill Smith  
Brad Elmer  
Jordan Read

**Staff:** Jennie Knight (City Administrator)  
Cynthia Benson (Deputy Recorder)  
Justin Shinsel (Public Works Director)  
Matt Robertson (City Engineer)  
Brandon Green (City Planner)

**Visitors:** Glade McCombs, William Kirby, Kim Kirby, Abram Hill, Don Furlong, Arnold Tait, Michelle Tait, Nancy Field, Shannon Rich, Tawna Field, Madalyn Haas, Joshua Haas, Jim Bradshaw, Becky Zimbo, Katherine Berrett, Jeanne Godfrey, Jen Fischer.

**1. CALL TO ORDER**

Chair Averill welcomed all in attendance and excused Commissioner Elmer.

**2. CONSENT APPROVAL** – of Planning Commission minutes from January 10, 2024.

**MOTION: Commissioner Holbrook motioned to approve Planning Commission minutes from January 10, 2024. Commissioner Smith seconded the motion.**

**3. PUBLIC HEARING** – the Harrisville City Planning Commission will hold a public hearing to take comments for and/or against Harrisville Ordinance 551; a Clustered Development Plan for property located at approximately 265 Larsen Lane – Glade McCombs

Chair Averill reviewed the rules of a public hearing then asked Jennie Knight, City Administrator, to give an introduction of Ordinance 551; a cluster development plan. Ms. Knight began with the history of the project as outlined in the staff memo dated March 5, 2024. The city received an application on November 17, 2023, to consider a proposed mixed-use development located at approximately 265 Larsen Lane. This was reviewed by the Planning Commission, after a public hearing at the January 10, 2024, meeting, this received a negative recommendation. The developer requested the application be considered for a Clustered Development Plan under Title 11, Chapter 16 of the Harrisville Municipal Code. At this time, we are here to take comments for and against that request.

**MOTION: Commissioner Read motioned to open the public hearing. Commissioner Holbrook seconded the motion.**

**Nathan Averill**      **Yes**  
**Chad Holbrook**    **Yes**  
**Bill Smith**        **Yes**  
**Jordan Read**      **Yes**

**All voted in the affirmative.**

Madalyn Haas highlighted comments given to the commissioners by her father, Greg Montgomery. She and the family are concerned about the ditch and their water rights. The ditch currently runs in the middle of lots 6 and 11. She wants to make sure the water is still able to get to their property with clean outs. Ms. Haas referred to page 3 of Montgomery's notes where he points out the drain which leads through their backyard. When they built, they had to install pipe to address these issues. She is concerned about pooling water. She wants to make sure their rights are tended to. Her recommendation would be to table the item until they see a better revision of the plans.

Shannon Rich would like to see better plans with more detail to make sure they will be taken care of. She doesn't have sprinklers. When they flood irrigate the water goes right up to the houses. She reiterated again she wants to make certain they are taken care of. They are not happy with the plan, but they understand there is development happening everywhere. She is worried there are no head gates on the plans for them to gain access to their water.

Tawna Field began by explaining her house backs the proposed development and feels she is the one impacted the most. She clarified she agreed with Mr. Montgomery's interpretation there will be 31 lots altogether not the 30 shown. She is concerned with the hammerhead road that dead ends on the property line. She would like to know what will happen with this dead end and what will it look like. Her preference is no development since the development to the west did not keep their promises. But if development is going in, she prefers a road behind their home, rather than a backyard neighbor looking into her kitchen window from their kitchen window. And if not a road, at least a side yard rather than a backyard. She wants the city to place some kind of screening for privacy. She stated she would rather have the detention basin than a home to ensure her privacy. Ms. Fields would like to know how the city plans to address their water rights to the ditch. She feels there needs to be some changes to the current plan before approval.

Joshua Haas stated the item he would like to address is the proposed inlet road from Larsen Lane. He is wondering how the developer is going to accommodate a house on the smaller lot size. He would like to see the plan outlined a bit more. He had a lot of fill dirt brought in just to drive straight into his property without sloping. The other property will need to manage the elevation with a possible retention wall of some kind. He would like to see how the elevation difference between his property and this proposed smaller corner lot will be handled. His number one concern is the water shares for watering his lawn. He is not seeing this on the plans at all.

**MOTION: Commissioner Read motioned to close the public hearing. Commissioner Holbrook seconded the motion.**

<b>Nathan Averill</b>	<b>Yes</b>
<b>Chad Holbrook</b>	<b>Yes</b>
<b>Bill Smith</b>	<b>Yes</b>
<b>Jordan Read</b>	<b>Yes</b>

**All voted in the affirmative.**

- 4. DISCUSSION/ACTION/RECOMMEND** – to recommend Ordinance #551; an ordinance adopting a Clustered Development Plan for property located at approximately 265 Larsen Lane based upon an application filed with the city. – Glade McCombs

Ms. Knight introduced Brandon Green, contracted city planner, and Justin Shinsel, Public Works Director, to answer questions the commissioners may have about the proposed cluster development plans.

Mr. Green introduced himself to the commissioners and began by stressing the ditch and water concerns mentioned will not be ignored as the project moves forward. At the moment, the commission is here to review the cluster development plan layout. The city will work with the developer and the ditch owners to provide the water rights. The development is not to the point where engineered drawings are required. The city understands there are items which will need to be taken into consideration for the safety of the residents. As far as the lot sizes go, the development is providing the option for smaller lots for necessity. The city feels very comfortable about the proposed plan and positively recommends the project.

Chair Averill asked about the realignment of the ditch for access and maintenance. Mr. Shinsel answered by saying the city is working with the developer to place the alignment in the rights-of-way which is required by state law for maintenance. Its appearance will be similar to what was completed in another subdivision. The ditch would need to be realigned, buried, or piped prior to the watering season, April 15 to Sept 1. The developer is aware he will need to manage this during his construction process. The developer will need to complete a full set of engineered drawings to be approved for any ditch realignment. When the city reaches that point in the development process, they will meet with the ditch users and/or master and Western Irrigation to meet the demands of the users and receive the necessary approvals. The sizing of the ditch is based off the size of the head gate at the canal access. This property does have water rights as well.

Chair Averill asked the process for approval. Ms. Knight reviewed the process responding with this development being in a preliminary phase. The concerns tonight will be brought up and discussed during the subdivision process.

Glade McCombs, developer, echoed what was said and restated the proposed is a conceptual surveyed plan. None of the engineering has been completed. He is taking into account the concerns. The ditches will be buried which go across the property. They will be phasing this into two different phases. The first phase is the main road with the hammerhead. The reason for phasing is to consider the ditches which run on the property. His understanding of the meeting tonight is to approve the MDA and the conceptual plan.

Chair Averill asked about the properties on Larsen Lane regarding access on these corner lots. Mr. McCombs said this is something which will be addressed during the engineering process. He mentioned Mr. Montgomery's comment about the seepage from Larsen Lane creating a water saturated area on the property. He went over there to check the seepage. He walked the ground prior to the meeting which was held after days of rain. He found no seepage or concerns mentioned by Montgomery's concerns. The developer is planning on obtaining a full GEOTech review on this area to make certain this is addressed.

Ms. Knight discovered a correction with the lot numbers in the MDA. The lot number of 40 is supposed to be 30 lots in section 2.2. This will be amended before being approved by the city council.

**MOTION: Commissioner Holbrook motioned to forward a positive recommendation of**



**Ordinance #551; an ordinance adopting a Clustered Development Plan for property located at approximately 265 Larsen Lane subject to the Staff Memo dated March 5, 2024, and any other staff or agency comments along with updating the MDA from 40 lots to 30 lots in section 2.2. Commissioner Read seconded the motion.**

<b>Nathan Averill</b>	<b>Yes</b>
<b>Chad Holbrook</b>	<b>Yes</b>
<b>Bill Smith</b>	<b>Yes</b>
<b>Jordan Read</b>	<b>Yes</b>

**All voted in the affirmative.**

**5. DISCUSSION/ACTION/RECOMMEND – to recommend approval of Ordinance #552: an ordinance amending the official zoning map for certain parcels located at approximately 125 West 1100 North based upon an application filed with the city. – Glade McCombs**

Ms. Knight reviewed the background and summary from the staff memo. An application was received for a rezone of property located at approximately 125 West 1100 North from Residential “RE-15” to Mixed-Use Residential “MU-R”. A public hearing to receive public comments was held on March 8, 2023. The Mixed-Use Subcommittee met approximately five (5) times over the last year to negotiate the Master Development Agreement (MDA) with accompanying exhibits. The Mixed-Use/Infill Overlay Map does identify this area as a proposed MU-R use. Ms. Knight reviewed where the project is located along with the various roads on the proposed master plan map. Exhibit B4—Landscape and open space Plan—was shown as an example of what the developer proposes in their typical developments. All applicable fees have been paid to date. Exhibit B1—Master Development Plan—was reviewed for the commission depicting the location of the townhomes, single-family homes, and amenities. There are 40 units on this development with the acreage being 6.67 acres with 2.08 acres being open space. There is property designated in the FEMA floodplain and wetland area. This is addressed in the MDA. Exhibits F1 – F3—Elevation Plans—show the general concept for the townhomes, homes, and club house. They have the HOA documents and CCR’s within the MDA. Chair Averill, Councilmember Loveland, Councilmember Weiss have sat on the committee review of the MDA.

Chair Averill explained at the last committee discussion the committee reviewed the access to the pickle ball courts being public. Another point of interest was the access point for Greenwood Charter School to allow for a northern access point for their development. Mr. McCombs reiterated staff comments. He said they have completed the GEOTech study for the whole project. The phasing of the development would occur with the townhomes built first. Adjustments for the housing positions have been made. They have already contacted FEMA about the flood plain. He said one of the challenges they are working on is the ditches. There are two (2) along the width of the property. They are taking all those into account with the engineering plan. Most of the ditches will be buried. At some point there was a relocation of a stream on the property, this has been redirected without permits being pulled with the state. This will also be taken into account. Mr. McCombs brought up the parking lot was anticipated for public access. If this is not a public area, he is requesting the size be reduced.

**MOTION: Commissioner Read to recommends forwarding a positive recommendation of**

**Ordinance #552: an ordinance amending the official zoning map for certain parcels located at approximately 125 West 1100 North subject to compliance with the Staff Memo dated March 5, 2024, and any other staff or agency comments. Commissioner Smith seconded the motion.**

<b>Nathan Averill</b>	<b>Yes</b>
<b>Chad Holbrook</b>	<b>Yes</b>
<b>Bill Smith</b>	<b>Yes</b>
<b>Jordan Read</b>	<b>Yes</b>

**All voted in the affirmative.**

**6. PUBLIC COMMENTS – (3 minute maximum)**

Madalyn Haas added the water mentioned in Mr. Montgomery’s comments is right behind the house where the ditch is. She asked if the pipe is buried will they have access to it for maintenance.

**7. COMMISSION/STAFF FOLLOW-UP.**

Ms. Knight said the legislative wrap up will be reported back after meeting with the UCMA.

Commissioner Holbrook asked about the progress of the Ben Lomond project. Ms. Knight stated the city has been informed the Ben Lomond project has changed ownership. The new owners are on a tight timeline to install the offsite sewer piping before the UDOT resurfacing of Highway 89.

**8. ADJOURN.**

**MOTION: Commissioner Read motioned to adjourn the meeting. Commissioner Holbrook seconded.**

<b>Nathan Averill</b>	<b>Yes</b>
<b>Chad Holbrook</b>	<b>Yes</b>
<b>Bill Smith</b>	<b>Yes</b>
<b>Jordan Read</b>	<b>Yes</b>

**All voted in the affirmative.**

**The meeting adjourned at 7:53 pm.**

**Nathan Averill**  
Chair

**Cynthia Benson**  
Deputy Recorder



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PLANNING  
COMMISSION:

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William Smith  
Brad Elmer  
Jordan Read

## Staff Report

Ordinance 533 – Entity X Zoning Map Amendment  
May 1, 2024

### Synopsis

#### **Application Information**

Application Request: Applicant is requesting a Public Hearing to consider an ordinance to rezone approximately 57.37 acres of property located at 736 West Harrisville Road from Agricultural (A-1) to Planned Manufacturing (MP-1).

Agenda Date: May 8, 2024  
Applicant: Entity X, L.L.C

#### **Property Information**

Approximate Address: 736 W. Harrisville Road, Harrisville, Utah  
Current Zoning: A-1  
Existing Land Use: Agriculture  
Proposed Land Use: MP-1 (Planned Manufacturing)

#### **Adjacent Land Use:**

**North:** O-1 (Open space Zone)  
**South:** MP-1 (Planned Manufacturing)  
**East:** CP-2 (Planned Community Commercial)  
**West:** MP-1 (Planned Manufacturing)

#### **Applicable Ordinances:**

§12.02.03 Rezone of Property

#### **Legislative Decisions**

This item relies on the Planning Commissions legislative authority in which it has wide discretion. Examples of legislative actions are general plan, zoning map, and land use code amendments. Legislative actions require that the Planning commission give a recommendation to the City Council. For this circumstance, criteria for recommendations in a legislative matter require a review for compatibility with the general plan and existing ordinances.

## **Summary**

The reason for this request is to bring the zoning of the subject property in line with the zoning of a larger lower portion of the parcel owned by the applicant, which is south of the Western Irrigation Canal. Currently, the General Plan maintains the subject property's zoning as A-1. However, for consistency in the surrounding area, application has been made for the rezone of the A-1 portion of the applicant's property to match the MP-1 zoning designation of the lower portion of the parcel.

This proposed rezoning not only ensures consistency in the area but also streamlines land use planning. By rezoning to MP-1, the city aims to establish a more cohesive zoning framework that aligns with Harrisville City's development goals outlined in its General Plan and other planning documents.

Furthermore, the rezoning to MP-1 will allow the applicant to pursue development opportunities that complement the surrounding land uses and bolster the community's economic vitality.

## **Planning Commission Consideration and Recommendation**

On April 13, 2022, the Harrisville City Planning Commission tabled recommendation for approval of this rezone. Since then, some changes have been made to the conceptual plan, and additional time was required to review the proposed changes. As a result, the staff has recommended that the rezone request be presented to the Planning Commission for further consideration and approval.

After careful review and analysis, the staff has concluded that this rezoning request is in the best interest of the community. Therefore, we are making a formal recommendation to the Planning Commission that this rezone request be approved.

Both the property owner and the City staff remain committed to engaging in a transparent and collaborative process to address any concerns or questions that the Public may have at this time. We understand the importance of community input and are fully prepared to address any inquiries or feedback.

## **Attachment(s)**

Attachment A: Rezone Ordinance

Attachment B: Exhibit for Zoning Change

Attachment C: April 13, 2022 Planning Commission Minutes

**HARRISVILLE CITY  
ORDINANCE 533**

**ENTITY X ZONING MAP AMENDMENT**

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

**WHEREAS**, Harrisville 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 and nuisance abatement 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 9a of the *Utah Code Annotated* enables municipalities to regulate land use and development;

**WHEREAS**, the City has adopted a General Plan Land Use and Official Zoning Map to govern land use within the City;

**WHEREAS**, the City received an Application to amend the General Plan Land Use and Official Zoning Map of Harrisville City filed by the putative property owner, Entity X, LLC, and desires to act upon the same;

**WHEREAS**, the attached Exhibit “A” contains the required Conceptual Plan for the area of the proposed amendment to the Zoning Map;

**WHEREAS**, after publication of the required notice the Planning Commission held its public hearing on April 13, 2022, to take public comment on this proposed Ordinance, and gave its recommendation to table this Ordinance;

**WHEREAS**, after publication of the required notice the Planning Commission held a public hearing on May 8, 2024, 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 May 14, 2024, to act upon this Ordinance;

**NOW, THEREFORE**, be it ordained by the City Council of Harrisville as follows:

**Section 1: Zoning Map Amendment.** That the Zoning Map for certain real property identified as the northern portion of Weber County Parcel Number 11-019-0041 and as set forth in the attached Exhibit “A” which is hereby adopted and incorporated herein by this reference, is hereby changed from A-1(Agricultural) to the MP-1 (Manufacturing) Zone.

**Section 2: Concept Plan.** The Concept Plan attached in Exhibit “A” which is hereby adopted and incorporated herein by this reference is adopted as the required Concept Plan for this Zoning Map Amendment. Any development must substantially conform to this Concept Plan.

**Section 3: Severability.** If a court of competent jurisdiction determines that any part of this ordinance is unconstitutional or invalid, then such portion of the ordinance, or specific application of the ordinance, shall be severed from the remainder, which shall continue in full force and effect.

**Section 4: Effective date.** This Ordinance shall be effective immediately upon posting after final passage, approval, and posting.

PASSED AND ADOPTED by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
**MICHELLE TAIT**  
Mayor

\_\_\_\_\_  
**Jack Fogal**  
City Recorder

**RECORDED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
**PUBLISHED OR POSTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

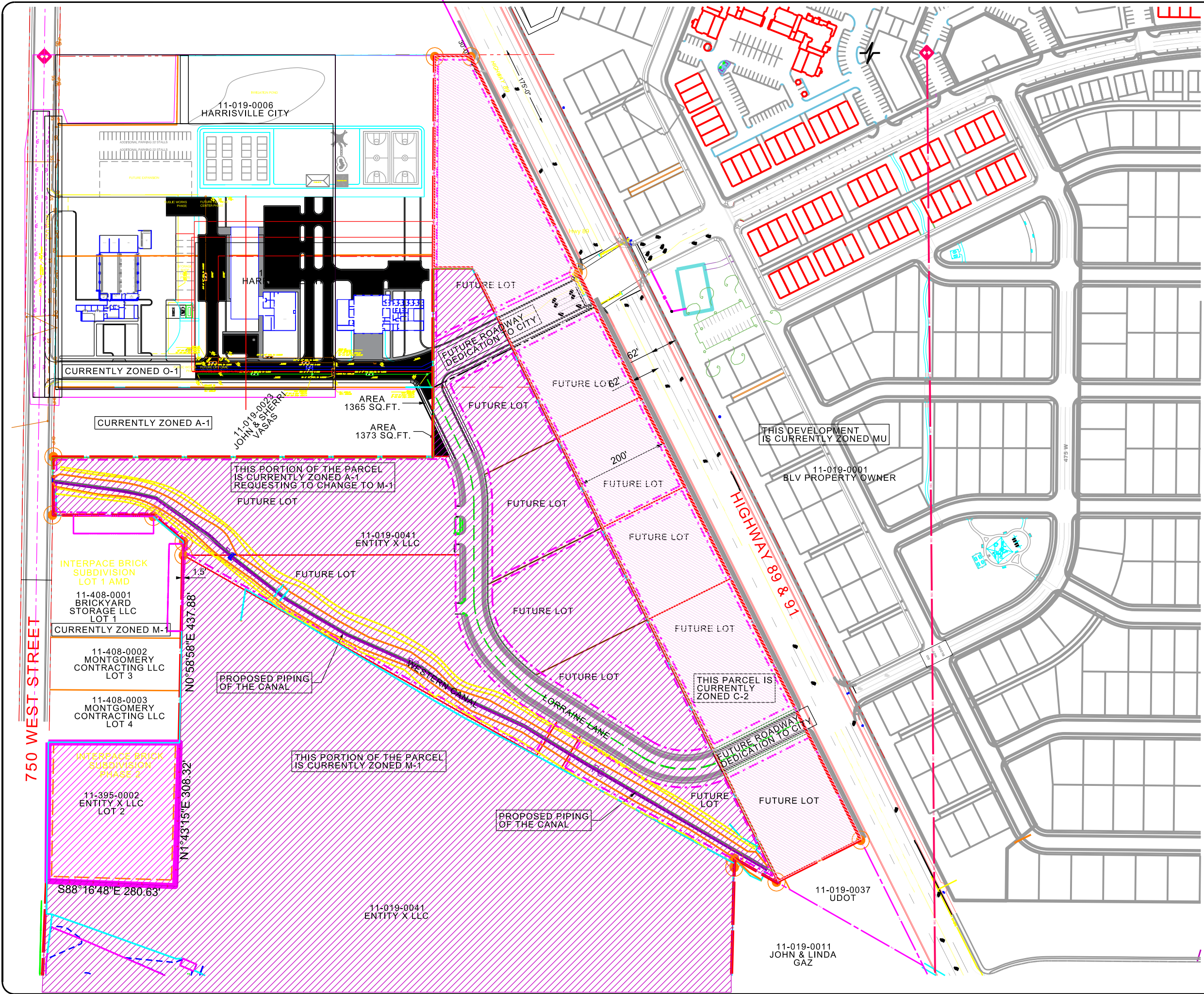
**CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING**

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

\_\_\_\_\_  
City Recorder

DATE: \_\_\_\_\_






THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE REQUESTED REZONING OF THE NORTHERN SECTION OF THE EXISTING PARCEL 11-019-0041 TO M-1. THIS PORTION OF THE PARCEL IS CURRENTLY ZONED A-1 EVEN THOUGH THE SOUTHERN PORTION OF THE PARCEL IS CURRENTLY ZONED M-1.

DATE	APPROVAL

DESCRIPTION

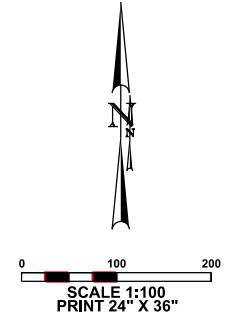
**ESI ENGINEERING**  
CONSULTING ENGINEERS  
AND LAND SURVEYORS  
3500 SOUTH MAIN SUITE 206  
SOUTH SALT LAKE CITY, UT 84115  
801-263-1752 - FAX 801-263-1780



DESIGNED BY: BFC  
DRAWN BY: BFC  
DATE: 03-23-2022  
CHECKED BY: HLC

**GARDNER GROVE  
SUBDIVISION**  
736 WEST HARRISVILLE ROAD  
HARRISVILLE, UT 84404

**ZONING  
CHANGE**  
PROJECT #  
**22-037**



**Harrisville City Planning Commission**  
**363 W. Independence Boulevard**  
**7:00 p.m., April 13, 2022**  
**Conducting: Chair Chad Holbrook**

**Commissioners:** Chad Holbrook, Chair  
Brenda Nelson  
Nathan Averill  
Bill Smith  
Kevin Shakespeare  
Brad Elmer [Excused]

**Staff:** Jennie Knight (City Administrator)  
Cynthia Benson (Deputy Recorder)  
Justin Shinsel (Public Works Director)  
Matt Robertson, City Engineer

**Visitors:** Marvin Farrell, Brian Dabb, Regina Hokanson, Cliff Hokanson, Blaine Barrow, Arnold Tait, Michelle Tait, John Macedone, Antida Macedone, Reta Smith, Greg Mason, Mishelle Ensign, Dale Watkins, Sharon Watkins, Travis Baird, Joode Baird, Micheal Farrell, Scott Myers, Luke Myers, Scott Smoot, Geri Knighton, Flemon Martinez, Joey R. Melfi, John Leishman, Roger Shuman, Wes Crosbie, Sherri Vasa, Lynnae Dopp, Brian Gabler, Taylor Spendlove, Austin Moffitt, Alan Temkin, William Scott, Taylor, Shanna Edwards, Shawn Douglas.

**1. Call To Order.**

Chair Holbrook called the meeting to order, welcomed all visitors, city officials and other business leaders. Commissioner Brad Elmer was excused.

**2. Consent Approval** – of Planning Commission minutes from March 9, 2022.

**MOTION: Commissioner Smith motioned to approve Planning Commission minutes from March 9, 2022 as presented. Commissioner Averill seconded. Voting was unanimous.**

**3. Public Hearing** – Harrisville Planning Commission will hold a public hearing April 13, 2022 at 7:00 p.m., at Harrisville City Hall located at 363 W. Independence Blvd., Harrisville, Utah, to take comments for and/or against Harrisville Ordinance 533; a zoning change application received by Entity X, LLC from Agricultural (A-1) zone to Manufacturing (MP-1) for northern piece of Weber County Parcel #11-019-0041, located at approximately 736 W Harrisville Road.

Chair Holbrook turned time over to Jennie Knight, City Administrator, for background information. Ms. Knight began by saying the city reviewed an application from Entity X for the potential rezone of parcel #11-019-0041. The parcel is numbered under one number but is broken into two parts. The northern portion is what is being considered for this application.

Chair Holbrook opened the public hearing portion.

Marvin Farrell began by saying he has known Cliff for some time now. He feels the concept plan presented is a good plan. He would like to see the commercial. He jested he would have to find another home for his cows if this is developed. He is more than willing to work with this concept despite his concerns. He mentioned on the proposed plan the canal says it is the Harrisville Canal. The canal is actually owned by the Western Irrigation Company. He said the proposal says this canal will be piped.



He said it will need to be approved through the Western Irrigation Canal company for this to happen. He mentioned the Farrell ditch as well and its location on the surrounding properties. He said the ditch has been there a while with poor flow. He would like to keep the ditch there since this is where his irrigation comes from. He knows of easements along each of these ditches which would have to be discussed.

Mike Farrell said the Farrell ditch is where he gets his irrigation water. He would like to approve the ditch engineering to make certain the ditch is maintained properly. Currently, he is the one who maintains it.

Shawn Douglas said he looked at the city zoning maps. He mentioned the current and the future zoning is the same of A-1. He is all for property rights and expectations. However, his concern is about the surrounding residents who are all A-1 as well. He is concerned with the residents and the lighting. He says it really does not fit. He would like to see the property stay A-1.

Sherri Vasas began by saying she moved to the city four years ago and is currently surrounded by A-1. She would like to see the area stay A-1. She is concerned about the lighting. She understands manufacturing is not pretty and looks like junk yards at times. She would like to see the zoning stay at A-1 and not extend all the way to 750 W.

Travis Baird said he is a life resident. It has been a long-term plan for this property to stay A-1. This is what he had planned when he built his home. He would like to see the city stay the way it is. He owns a machine shop in a manufacturing zone so he understands how the manufacturing zone works. He would like to see Harrisville stay more agricultural. He would like to see the city stay true to what he grew up.

Blaine Barrow said he lives just down the street from this parcel. He said the plat looks great with the piping of the canal and such. He is concerned about the smaller irrigation ditch which runs to the northern city property. He was wondering about how the traffic would flow. He was wondering if the plat can be changed after the zoning has been approved. He said the lighting may be an issue on either side and 750 W. His concern is if the commission approves this can the plan be altered later to meet other needs.

Chair Holbrook invited Roger Shuman to stand and read in his letter to the Planning Commission to make it part of the record.

Mr. Shuman explained he sent a letter stating his opposition to the MP-1. He is concerned about the traffic. He is concerned about the ability of the city to manage this stuff. As an example, he mentioned neighbors across the way with junk on the back portion of their parcel, bread trucks parked in a field, and the Brickyard. He feels the city cannot currently control or maintain the use of the properties so why take on more. Also, there are people running commercial truck yards in their residential lot. By allowing this, it would create more of a burden for the city to maintain. He feels there is a better use for the property. He would like to see it stay A-1.

Reed Fowers questioned if this is changed what would be allowed once the changes are made. With the information given, the parcel is broken into sections. Can it be changed? Can they change the building size, height, etc? Are they going to be four level buildings like what is currently at HHI? He feels these questions need to be considered during the process of approval.

Greg Mason said he is concerned with the change from agricultural. He moved here from the big city in 2018. When he first moved to Harrisville, he enjoyed listening to the cows in the morning. Now he

listens to construction trucks. Mr. Mason ended by saying, as the saying goes, “you take paradise and put up a parking lot”.

John Gaz explained he has property adjacent to the parcel mentioned. He would like to see the land remain agricultural so the use does not infringe on the use of his own land adjacent to it. He feels the presentation is somewhat misleading. The proposed concept is broken into seven parcels which implies future use to be either commercial or personal use. He feels it is misleading to parking, shelters, piping of the canal, road ways with connections to 750 and HWY 89. As he reviewed the plan, he wants to know what will be considered manufacturing and any hazards for the people adjacent to the parcel mentioned.

Jeri Knighton began by saying she is not next to the parcel but she is next to agricultural land. She understands the process a developer/builder since she works for one. She is concerned with making a change here because when allowances are made for one it will open the doors for others. One adjustment here will open the door for other adjustments. There is tagging all along HWY 89 already. She hopes the commission will consider protecting what the city has.

Chair Holbrook closed the public hearing.

Chair Holbrook asked for the concept plan of the area to be placed on the whiteboard for the audience to see in order to better address the concerns brought forth by the public comment period. Commissioner Averill began by saying the gray area on the concept plan is an already approved area for future commercial and is where the connection to Highway 89 will be.

Chair Holbrook said it is important while the city looks at these developments, the residents are informed so rumors can be dispelled before being created. He invited HHI to present their concept.

Cliff Hokanson, one of the owners of HHI, said they have the manufacturing parcel to the south. He bought the parcel within the A-1 zone as well, as it is the same parcel. He is hoping to provide a tax base and revenue stream for the city. The clients that are approaching them are a high-end client with high-end product. Mr. Hokanson said he wishes to be a good neighbor and will take a look at the brickyard. He is trying to provide a tax base along with move the traffic through to HWY 89 and not adding to 750 W. He is trying to add to his manufacturing parcel. He said they did mislabel the canal and will fix this on the next concept plan. He is looking at piping the canal and ditches to help with evaporation and less infiltration. With the Farrell ditch he is working with the city to protect this ditch by putting it in a public right-a-way. He said they have been working with the city staff to address issues appearing as the project moves forward. Some of the items are ones he had not thought about. He is trying to keep a nice open green space. What they are trying to do for the neighbors is to create a decorative screen between the residents surrounding the parcel as well. They plan to keep it more of a desert scape to preserve water. Some of the buildings will have the frontage as a show side with the back side being the manufacturing area. His end result would be to protect the residents. He said the concept does have some bugs which need to be worked out but he is trying to find the best solution for all those involved.

Chair Holbrook said as they look at the plan, they are seeing eight buildings. Mr. Hokanson said it is possible the northern eighth building will be removed once discussions are finished with the city. Chair Holbrook continued by asking what will happen once the concept is approved in an effort to answer the concern during the public hearing. Mr. Hokanson said right now the concept does not meet all the city engineering needs. There are items which need to be ironed out. He is attempting to meet all the city

requirements but the concept proposal shown tonight is the general concept of what they would like to do. Chair Holbrook asked what the heights for the buildings will be. Mr. Hokanson said they would follow the city codes first and foremost. He is hoping the taller buildings will be closer to the southern end of the parcel to try and be a good neighbor. The buildings will be one to two stories depending on the use. Mostly a large one story with two-story frontage. He feels the buildings may even be shorter.

Ms. Knight said with a zoning change the city does review the site plan details. This is done at a later time in the process of approval. The concept plans currently shows unfinished access points. The city is negotiating for the infrastructure to be placed in a public right away. Staff recommendation is to table this item for now since the city and developer are in the negotiating process. She addressed the concern about the change by stating according to code the exhibit known as the concept plan cannot substantially change. The plan does have an expiration if the project is not started it will revert back. The public comment period is open until the next planning commission. They have to work on the piping of the canal and other issues found by staff before coming back to the Planning Commission.

Chair Holbrook asked if the commission was in agreement to table the item. Commissioner Averill agreed this would be a good idea to give the commission and staff a chance to work out the issues addressed tonight. He thanked the public comments and HHI for their good faith efforts with their development. Chair Holbrook asked to entertain a motion to table this item.

4. **Discussion/Action/Recommend** – to recommend adoption of Harrisville Ordinance 533; a zoning change application received by Entity X, LLC from Agricultural (A-1) zone to Manufacturing (MP-1) for northern piece of Weber County Parcel #11-019-0041, located at approximately 736 W Harrisville Road.

**MOTION: Commissioner Averill motioned to table Harrisville Ordinance 533 in order to discuss future concept plan development. Commissioner Shakespeare seconded the motion. Voting was unanimous.**

5. **Discussion/Action/Recommend** – to recommend Preliminary Approval of Ben Lomond Views Phase 2A Preliminary Subdivision Application.

Chair Holbrook asked Ms. Knight to give an overview of the project. She said the preliminary subdivision application was received. Staff met with the development team and most of the project management committee to approve the advancement of the site plan for Phase 2A to Planning Commission. She preliminary site plan was reviewed which includes: 153 unit's total; 101 single-family lots and 52 townhomes along with the connection to 2000 North. Staff reviewed the engineer's memo. Commissioner Averill said the notes from the engineer say they were mostly dealing with sewer heights. Mr. Shinsel said they are trying to move through the process allowing the time to address the issues with staff and engineers before this project comes back to Planning Commission for final approval. The developer's agreement was passed with the zoning. The city is at the first phase of this project. He addressed the inner roads and how it will be changed for snow storage within the northern area with regard to the turnaround. The concept was put together prior to the engineering. Now the developer needs to review to make certain the engineering works.

Chair Holbrooks said what is before the commission tonight is to simply grant preliminary approval to allow time for the developer to satisfy the concerns addressed in the engineer's memo. He said the developers have been great to work with. Brian Gabler, the engineer for LEI Engineers was asked by Chair Holbrook to stand and address any issues he saw with the engineer's memo. He said he had a copy

of Mr. Robertson's memo and did not find anything overly concerning with it or with the staff recommendations.

Commissioner Averill said he has a question about the 4-way stop on the south end, asking if there a need for the 4-way stop. Mr. Shinsel said there will be signage throughout the whole of the development. The reason you are not seeing all of the signage and such is because this is a simple concept. This will be addressed through the process. Matt Robertson further explained he had noticed the same issue and will review the traffic study to see what the use needs are for this intersection and to see if the four-way is warranted.

Commissioner Averill asked if the light will be in before the road is developed. Ms. Knight said the developer is working with UDOT on when the installation will occur. UDOT controls the timeline for this.

Chair Holbrook mentioned to the commissioners this is one step in the process. The developer will bring in more phases as they are ready.

**MOTION: Commissioner Nelson motioned to recommend Preliminary Approval of Ben Lomond Views Phase 2A Preliminary Subdivision Application subject to the engineer's memo dated April 7, 2022 and the staff memo dated April 1, 2022 including all other agency comments. Commissioner Averill seconded the motion. Voting was unanimous.**

- 6. Discussion/Action/Recommend** – to recommend adoption of Harrisville Ordinance 523; a zoning change application received by The Scott Group, LLC, from Agricultural (A-1) zone to Mixed-Use (MU – C) for Weber County Parcel #11-016-0020, located at approximately 1371 N Washington Blvd.

Chair Holbrook said there are 27 acres within this project. Ms. Knight gave a quick update on the project; Ordinance 523; a zoning map amendment and master development agreement for the Dixon Creek Park development. This was previously referred to as the Washington BLVD project by staff. An application was submitted to rezone the parcel located at approximately 1371 N Washington Blvd from RE-15 zone to the MU-C Dixon Creek Park Zone. The Public Hearing was held April 14, 2021. A series of work committee sessions have taken place over the last twelve (12) months. Part of the negotiations included the sale of the city shops to accommodate the northern entrance alignment with the Ogden City Street. They have made adaptations to accommodate the flood plain. They are continuing to mitigate the flood plain issues on the parcel as well. The MDA had a couple of small changes by our City Attorney after the packet was posted. The changes are as follows; The language of the residential area which needs to be mitigated for the flood plain was included to exclude these lots from being developed unless they are mitigated. Another change to section 2.5.2 with the goal of satisfying all phase 1 requirements for approvals within a period of not more than 12-months and then with the following phases being completing on a 12-month cycle until the final completion. There are 6 different phases. Section 2.5.4 the change was 6-months following the termination of the 36-month lease on the Harrisville Public Works Building the commercial buildings will begin being built and in place or work within that period of time. Section 3.2 change was to fix the misnumbering. Section 4 the MDA term would expire on Dec 31, 2032 but could be extended to 2037. The last change was to remove the annexation into the Four Mile Special Services District since this project is within the Pineview district. Staff does recommend a positive recommendation subject to the staff memo dated April 4, 2022.

Commissioner Averill asked if they would actually be able to move the stream. Scott Smoot addressed this concern informing Commissioners this process is in negotiations with the Army Corps of Engineers. He has already submitted the application for this change. He feels this would be a positive improvement since this stream has never been maintained. Commissioner Averill asked if the parks will be part of the HOA. Mr. Smoot said the intent is to dedicate the larger park to the north back to the city.

Chair Holbrook reviewed the concept plan for the park and its amenities. Commissioner Averill asked about the recommendation for a traffic light. Ms. Knight asked if this was for the south entrance. Commissioner Averill said the light would be 400 feet closer than what UDOT would allow. Commissioner Averill wanted to know what would happen if they cannot have the light since it would create a large backflow throughout the development. Mr. Smoot answered by saying they have had a number of discussions with UDOT to align this street with the one across from it. UDOT has already bought the home near EK Bailey to create the light at that point along Washington Blvd. Ms. Knight said there are many proposed stubs throughout the subdivision for the potential to exist for a connection to the light. Commissioner Averill went through his concerns with the light, the park, the road and such to see if they were addressed as well. Ms. Knight answered his questions satisfying his concerns. She added several concerns will be addressed in more detail during the development of site plan reviews and the city's development of the park area.

**MOTION: Commissioner Averill motioned to recommend adoption of Harrisville Ordinance 523; a zoning map amendment and master development agreement for the Dixon Creek Park project subject to the engineer's memo dated April 4, 2022. Commissioner Nelson seconded the motion. Voting was unanimous.**

- 7. Discussion/Action/Recommend** – to approve a Conditional Use Permit for a transportation business in the MP-1 zone which includes outdoor storage and parking for property located at 1589 N. 750 W. [Applicant Joey Melfi]

Chair Holbrook asked Ms. Knight to review the application. She began by saying an application was received by Joey Melfi on March 16, 2022 for property located at 1589 N 750 W for open air storage and for parking of large and small vehicles. A letter of permission has been received by the property owner, Weston Crosbie. The outlined findings upon review with the Harrisville Code Municipal Code were included in the commissioner's packet. This parcel is currently in the MP-1 zone. In HCMC §11.12.020 Uses states outdoor storage or recreational vehicles, equipment, or finished products not associated as the main use of the lot is allowed under a Conditional Use Permit. She outlined the basis for the issuance of a conditional use permit and some of the outline issues staff found during the initial review to consider. The findings are as follows: location of parking lots, access ways, delivery areas and on-site vehicle circulation patterns created by the site design; does not create unusual pedestrian or vehicle traffic patterns or volumes not consistent with the permitted use; the site design is consistent with surrounding area; hours of operation may need to be mitigated so as not to negatively impact the adjacent areas; the location and size of the outdoor storage areas and the relationship to adjacent land uses may need to be mitigated so as not to negatively impact the adjacent areas; the exterior lighting should not be directed to adjacent residential uses. Commissioner Averill asked if this was an amendment to the original site plan for the development. Ms. Knight said the city has not received an amendment to the site plan but maybe something to consider with the conditional use issuance. The proposed location is working through compliance with the building official. The use does conform with the goals, policies, and governing principles of the MP-1 zone. The applicant must implement appropriate EPA measures to not detrimentally affect the public or private property, or community or area as a whole. As staff

discussed this application this afternoon, they found something else to be considered and heavily suggested which is the owner come into compliance with the General Multi-Sector Industrial Storm Water Permit before this conditional use permit is issued. Ms. Knight continued by reviewing HCMC §11.20.220 Outdoor Storage shall be screened from public view by a six-foot-high solid masonry fence or another solid fence or screening height approved by Planning Commission and no hazardous materials are allowed. A number of letters have been received by the neighboring business owners. The parcels listed on the application are inconsistent with the parcels shown on the site plan. This will need to be addressed as well so we know what parcels the applicant is requesting so we know what parcels to apply the conditional use permit to. Ms. Knight also stated there has been some concern by the neighboring business owners. She expressed to the commission this was not a public hearing or open for public comment. It is up to the commission if they wish to read through the concerns at this time. The applicant is here and available to answer any questions regarding this permit.

Chair Holbrook asked if any commissioners had any questions. Commissioner Nelson's concern is in the application where it says consists open air storage and work on large and small vehicles. With this item the commission would have to know the times and ask they follow the ordinance. Ms. Knight said the hours of operation were one of the suggestions on the staff memo. Chair Holbrook invited Mr. Melfi to address the commission.

Joey Melfi addressed the Commission by saying the reason for the conditional use permit is to ask for guidance as their property grows in the MP-1 zone. He and his business partners understand there are headaches in doing business in the wrong zones. He wants to do it right. He does light manufacturing, R&D and then transportation as part of his business. He needs a place to park the trucks and work on them when needed. Chair Holbrook asked if he would be working on 18-wheel trucks. Mr. Melfi said he would like to change a tire if he blows one. Chair Holbrook asked what else like general maintenance. Mr. Melfi said yes like an oil change and such. He needs a place he can pull his truck into a shop and change the oil or work on it. Commissioner Averill asked how many trucks and trailers he would like to park in the area. Mr. Melfi said he did not own that many. He was only looking for a handful of trailers and a couple of trucks. Chair Holbrook asked for more description on what he means by trailers. Mr. Melfi says the trailers are based off what work is needed. Big rig trailers, dry hauling, flatbeds, refrigerator, etc. Commissioner Shakespeare asked what kind of ground was there since he knew of only weeds and dirt. Mr. Melfi said he had brought in several loads of gravel already and plans on bringing in more. Commissioner Averill said with the EPA comments we do not want any fluids spilling onto the ground. Commissioner Averill asked what the plan was to mitigate the fluids. Mr. Melfi said he has not thought of it since there is not much of it but would look into it. Chair Holbrook said Mr. Melfi would need a clear plan on how to mitigate the fluids. Commissioner Averill said it would need to be addressed where the parking area is so there is no leaking of the fluids onto the ground. Commissioner Nelson asked for some clarification on how Mr. Melfi fits into this. Wes Crosbie is the property owner and Mr. Melfi is leasing the property from Mr. Crosbie. Mr. Melfi said he was a tenant. Commissioner Averill said what time would be the hours of operation. Mr. Melfi said he comes and goes at all hours. Commissioner Averill asked if he works on the vehicles at all hours as well. Chair Holbrook said this would be something the commission would need to mitigate. Screening was addressed with residential areas about it. Ms. Knight read the code requirement. HCMC §11.20.220 Outdoor storage shall be screened from public view by a six-foot-high solid masonry fence or another solid fence or screening of a height and material as allowed or required by the Planning Commission. The commissioners expressed how much viewing from the residential there would be.

Commissioner Smith asked Mr. Melfi if he was the one leasing. His concern was this situation turning out like another issue in the city. Ms. Knight said the difference here, is Mr. Melfi is the applicant and the leaser so he is fully aware of the stipulations placed on the parcel.

Parcels were addressed. The parcels the application cited were 11-409-0005 and 11-409-0007. There was some discussion on the route the trucks would take. 11-409-0009 is the other section of the hatched area of the site plan not mentioned in the permissions letter. The applicant would need to have permission from the property owner to include this in the permit and to match the site plan submitted. Mr. Melfi was asked to clarify which parcels he would use. Mr. Knight said her interpretation is the parcel of 11-409-0009 would need to be given permission by the property owner or the letter of permissions would need to be resubmitted stating such. Weston Crosbie stood and gave permission to include the parcel 11-409-0009. He is the owner by Weber County Records and gives permission for Mr. Melfi to run his business on the parcel. The parcels to be included in the conditional use permit are 11-409-0005, 11-409-0009, and 11-409-0007. All three parcels are showing the same property owner based off the Weber County Records, Weston Crosbie.

Chair Holbrook said they need to address the fencing issue. The commissioners discussed where the fencing would need to be and what kind of fencing would be constructed. Ms. Knight read the code for Outdoor Storage screening. HCMC 11.20.220. Outdoor Screening With the exception of retail sales displays in an approved commercial area, outdoor storage shall be screened from public view by a six-foot-high solid masonry fence or another solid fence or screening of a height and material as allowed or required by the Planning Commission.

Chair Holbrook asked about the lights. Mr. Melfi said there are some on the shop but they can be turned or repositioned as needed.

The Commissioners gave discussion regarding the hours of operation. Mr. Melfi said he comes in at all hours. For instance, tonight he needs to leave with his truck by 10 to get to Denver by 8:30. He was asked by the commission if he would be working on the trucks at that time. Mr. Melfi said no, but he may start up his loader and plow if it is snowing. Ms. Knight asked for staff clarification 24 hours for parking only. Working on the vehicles, loading and unloading, and such would be 7 am to 10 pm. If there was snow, the shoveling would need to be done during hours of operation to avoid disrupting the quality of life for those around.

Chair Holbrook asked the commission and the staff if there were any other concerns. Mr. Shinsel stood to reiterate the staff comment about the Industrial Storm Water permit. This is a program run through the State of Utah, the DPQ and the EPA. This would have to be in place with the site plan prior to issuance of the conditional use permit and also enter into an agreement with the city for our long-term Storm Water Management Plan that we have in place stating the city is allowed to go in and do a full-scale inspection of the storm water system yearly. Commissioner Averill said this is for the city to make certain everything is draining properly. Mr. Shinsel said it was not only for that but to make certain there are no fluids draining into the ground from the hydraulics or by other means. The Industrial Storm Water Permit through the state are quite extensive. Staff would like to see the storm water permit in place and operational before approval of the conditional use permit is approved.

Ms. Knight said the staff would be more comfortable with this recommendation to allow the applicant and owner the time necessary to meet the requirements before issuance.

**MOTION: Commissioner Nelson motioned to table until the city receives the Industrial Storm Water permit, fence installation of 6” chain-link fence with privacy slats, and other items are in place before issuance of the Conditional Use Permit. Commissioner Shakespeare seconded the motion. Nelson, Smith and Shakespeare voted aye. Commissioner Averill abstained from the vote.**

**8. Commission/Staff Follow-Up.**

Commissioner Averill said the only thing he had was the notices for the Utah Public Notice website states the postings have contact information from a previous employee and not current city staff.

**9. Adjourn.**

Chair Holbrook declared the meeting adjourned at 8:48 PM.

Chad Holbrook  
Chair

Cynthia Benson  
Deputy Recorder





# HARRISVILLE CITY

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

PLANNING  
COMMISSION:

Nathan Averill  
Chad Holbrook  
William Smith  
Brad Elmer  
Jordan Read

## Staff Report

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Ordinance 555; Clustered Development Plan  
Harrisville Fields Subdivision  
May 2, 2024

To: Harrisville Planning Commission  
From: Jennie Knight, City Administrator  
RE: Ordinance 555; Clustered Development Plan

### **A. Background and Summary.**

On December 9, 2021 the Project Management Committee reviewed an application for a Clustered Development for property located at approximately 863 North Harrisville Road identified as Weber County Parcel Numbers 11-378-0001 and 11-378-0002. Staff has been working with the developer over the last several years to address the Flood Plain requirements and develop a viable concept plan.

### **B. Analysis.**

HCMC §11.16.030 General Regulations

1. **Minimum size.** A minimum of ten (10) acres of land area is required for any clustered subdivision, unless the planning commission enters findings that a smaller but not less than five (5) acre development furthers the purpose and intent of this chapter.

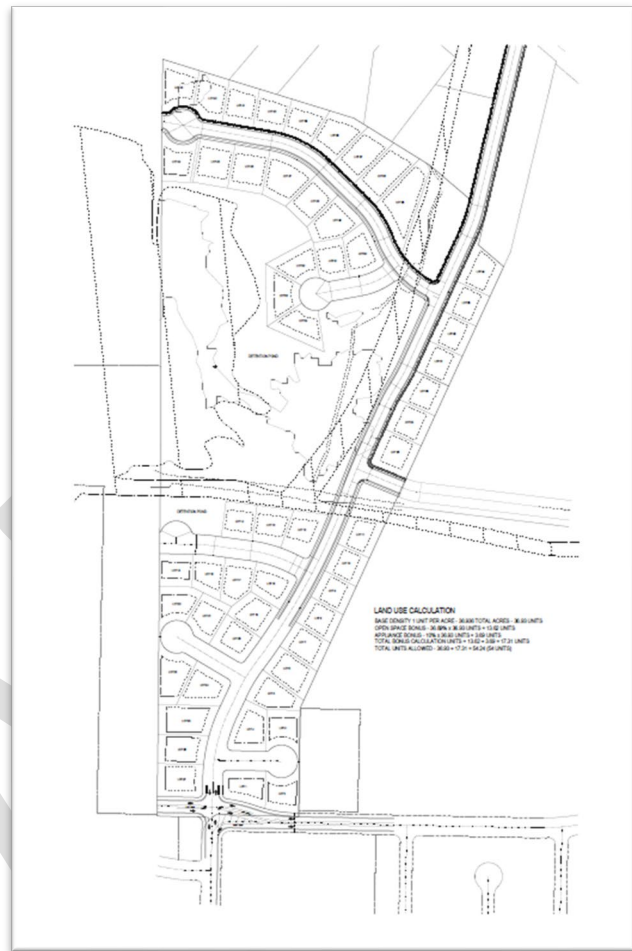
Total development acreage is 36.93. Applicant is requesting consideration for this Clustered Development Plan with compliance to additional code requirements.

2. **Application and ownership.** A clustered development is initiated by an application filed with the city and forwarded to the project management committee as the initial land use authority. The development shall be in single or corporate ownership at the time of application, or the subject of an application filed jointly by all owners of the property.

Representation letters have been filed by all owners of the properties. [See Exhibit "A"]

3. **Planning and mitigation.** The initial land use authority shall require that the arrangement of structures, open spaces, and amenities be developed in such a manner to assure that adjacent properties will not be adversely affected, and account for all preliminary subdivision approval requirement and other ordinance set forth in the municipal code.

Development has Agricultural property buffering existing homes on all adjacent sides.



4. Planning commission. Upon recommendation of the project management committee, the planning commission shall make its recommendation to the city council for preliminary action after any required public hearing.

Public hearing to receive public comments was held on May 8, 2024.

5. Density. The maximum number of units, allowed in a clustered development shall be equal to the number of units that can be developed in the current zone, plus any applicable bonuses as set forth in this chapter.

Bonus Density is outlined in Exhibit "E" of the Master Development Agreement.

6. Lot area, lot width, setbacks and lot coverage regulations shall be determined by approval of the development plan. The minimum distance between any part(s) of the main buildings shall be ten (10) feet, and the minimum side yard for any single lot shall not be less than ten (10) feet.

The Master Development Plan outlines in Exhibit "D-1" the setbacks, height, and building size of each lot, meeting the minimum distance requirements.

7. Open space. Every cluster development shall provide open space within the development. No streets, sidewalks, common space, or parking areas will be included as part of the required open space.
  - a. The open space may be:
    - iii. Incorporated into recreation areas as agreed by the city.

The Master Development Plan includes 12 acres of open space which will be dedicated to the City.



- b. Preservation of the open space area shall be ensured by a perpetual conservation easement deeded to an appropriate entity designated by the city.
  - iii. Ownership of the open space may be by:
    3. Harrisville City or its designee

Open space in the development will be developed and maintained by the City.

8. General design. The general design of public improvements shall comply with the city's public works standards except where such exceed the quality set forth in the standards or as mutually agreed by the parties in a development agreement approved by the city in order to enhance the development.
  - a. Theme. A common building theme shall be required and approved by the planning commission for each clustered development. The design shall provide unification of exterior architectural style, color, and size of each unit, however, with an appropriate housing mix.

Design and Site Standards and Renderings are outlined in Exhibit "C-2" of the Master Development Agreement. Includes five (5) single family housing type options. [Examples below]



b. Covenants. The applicant shall provide for covenants, conditions, and restrictions relating to the clustered development as approved by the city. Development includes Covenants, Conditions, and Restrictions (CC&R's) outlined in Exhibit "".

c. Site development. Lot layout, setbacks, and site development in a clustered development shall be consistent with the zone closest to the overall average lot size. For example, if the average lot size in the clustered development is 15,000 square feet, then the site development standards of the RE-15 zone (or its successor) apply.

Because the development lot size is comparable to the R-1-10 standards in the Harrisville Residential Code, these standards have been applied to each lot size.

9. Service capabilities. The proposed development shall not exceed the service capabilities of the city or an affected entity, nor shall such be detrimental to the health, safety, or general welfare of persons residing in the vicinity. In the event that service capabilities of the city or any affected entity are exceeded, this will constitute grounds for disapproval. It is presumed that service capabilities are exceeded if the city engineer or an affected entity provides a letter indicating the service capabilities exceeded. Service providers include, but are not limited to the following: North View Fire Department, Bona Vista Water District, Rocky Mountain Power, Questar Gas, Qwest, Pine View Water or secondary irrigation water, U.S. Postal Service, Comcast, city storm water control, Army Corp of Engineers.

Utility service availability letters have been received from the following providers: **Bona Vista Water Improvement District, Dominion Energy, Rocky Mountain Power.** Harrisville City provides services for storm water, sewer, and secondary irrigation water.

10. Security and guarantee. The developer is required to follow the escrow and guarantee period requirements set forth in the Subdivision Ordinance and elsewhere in the municipal code for any development in conjunction this chapter.

Subdivider's escrow will be required in accordance with HCMC §12.02.09 of the Subdivision Ordinance.

**4. Recommendation.**

Based on the review of the Project Management Committee and analysis of the application's compliance with Harrisville Municipal Code for a Clustered Development Plan, staff recommends forwarding a positive recommendation to City Council subject to compliance with Title 12 of the Harrisville Municipal Code and any other staff or agency comments.

DRAFT



**HARRISVILLE CITY  
ORDINANCE 555**

**CLUSTERED DEVELOPMENT PLAN**

**AN ORDINANCE OF HARRISVILLE CITY, UTAH, ADOPTING A CLUSTERED DEVELOPMENT PLAN FOR PROPERTY LOCATED AT APPROXIMATELY 863 NORTH 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 9a of the *Utah Code Annotated* enables municipalities to regulate land use and development;

**WHEREAS**, the City has received an application for a Clustered Development Plan for property located at approximately 863 North Harrisville Rd11. identified as Weber County Parcel Number 11-378-0002, filed by the putative property owner, Craig North;

**WHEREAS**, the attached Exhibits “A” through “ ” contain the required Plan Maps and Clustered Development Plan for the area proposed;

**WHEREAS**, after publication of the required notice the Planning Commission held its public hearing on May 8<sup>th</sup>, 2024, 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 May 14, 2024, to act upon this Ordinance;

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

**Section 1: Plan Map and Clustered Development Plan.** The Plan Map and Master Development Plan attached wherein as Exhibits “A” through “ ” which are hereby adopted and incorporated herein by this reference are adopted as the required Plan Maps and Master Development Plan. Any development must substantially conform to this Plan Map and Clustered Development Plan.

**Section 2: 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 3: Effective Date.** This Ordinance takes effect immediately after approval and posting.

**PASSED AND APPROVED** by the City Council on this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
**MICHELLE TAIT**, Mayor

**ATTEST:**

\_\_\_\_\_  
**JACK FOGAL**, City Recorder

**RECORDED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

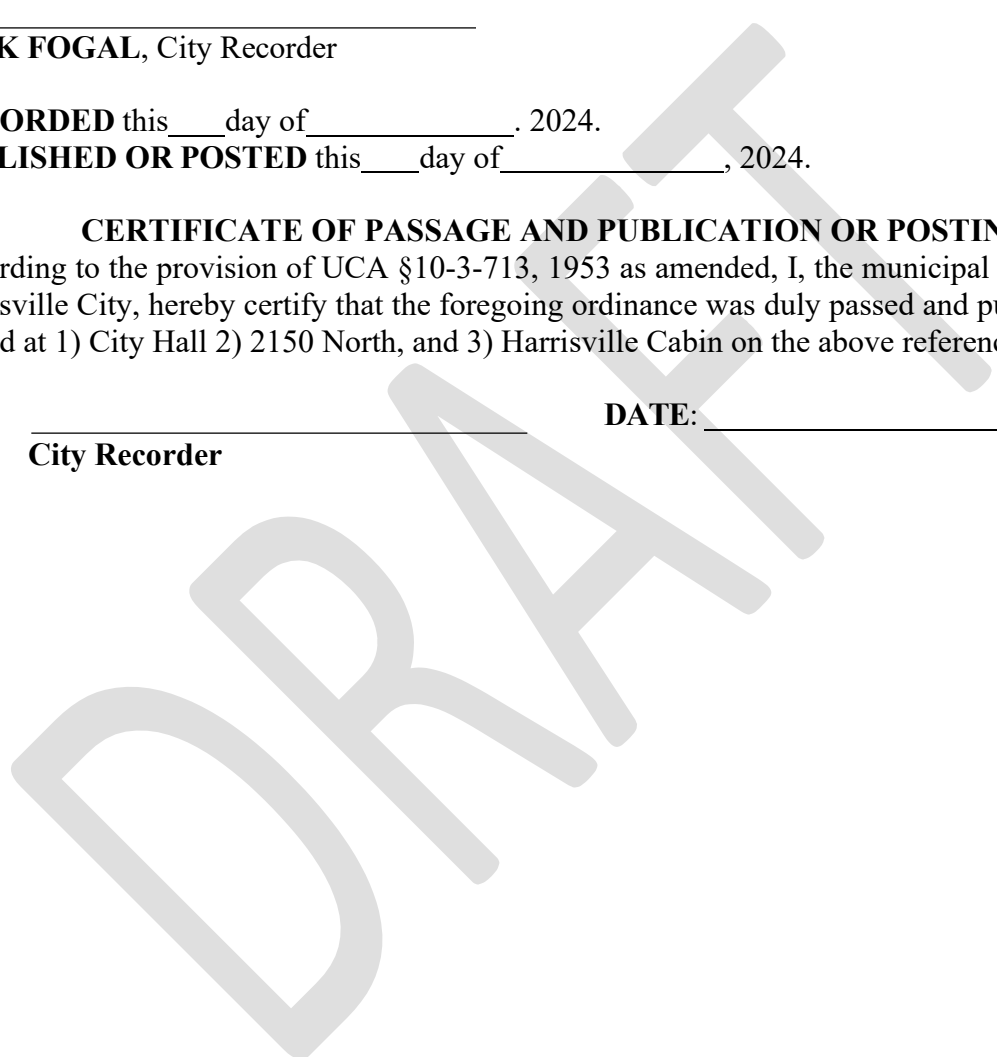
**PUBLISHED OR POSTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**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.

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**City Recorder**





# Master Development Agreement

for development of a

Clustered Development Plan

Between HARRISVILLE CITY and MZ ENTERPRISES INC.

on this \_\_\_\_\_ of \_\_\_\_\_, 2024

DRAFT



DRAFT

**MASTER DEVELOPMENT AGREEMENT FOR  
HARRISVILLE FIELDS**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of this \_\_\_\_\_ of \_\_\_\_\_, 2024 by and between HARRISVILLE CITY and MZ ENTERPRISES, INC.

**RECITALS**

- A. The capitalized terms used in this MDA are defined in Section 1.2, below.
- B. Master Developer is under a contract to purchase and will own as of the Effective Date the Property and is developing the Project on the Property.
- C. Contemporaneously with the approval of this MDA the City has approved the Clustered Development Master Plan.
- D. The City finds that this MDA and the Master Plan conform with the intent of the City's General Plan.
- E. The City has processed this MDA and the Master Plan pursuant to the applicable provisions of Section 10-9a-501, *et seq.*, of the Act as a land use regulation including holding hearings on the MDA and the Clustered Development Master Plan before the Planning Commission and the City Council.
- F. Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Master Plan.
- G. The Parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City, and its residents by, among other things requiring orderly development of the Property as a master planned development and

increasing property tax and other revenues to the community based on improvements to be constructed on the Property.

H. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer to develop the Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

I. The Parties understand and intend that this MDA is a “development agreement” within the meaning of the Act and entered into pursuant to the terms of the Act.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the City and Master Developer hereby agree to the following:

## TERMS

### 1. Incorporation of Recitals and Exhibits/Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” – “F”, whether or not specifically referenced herein are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 (2020), *et seq.*

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Buildout** means the completion of all the development on the entire Harrisville Fields Project in accordance with the approved plans.

1.2.5. **City** means Harrisville City, a Utah municipality.

1.2.6. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as engineering, planning, traffic, hydrology, or drainage for reviewing certain aspects of the development of the Project.

1.2.7. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.8. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City in effect as of the date the City approves this MDA.

1.2.9. **Council** means the elected City Council of the City.

1.2.10. **Default** means a material breach of this MDA as specified herein.

1.2.11. **Denial** means a formal denial issued by the final administrative decision-making body of the City for a Development Application but does not include review comments or "redlines" by City staff.

1.2.12. **Design and Site Standards** means those standards for the design, look, and feel of the Project more fully specified in **Exhibit "D"**.

1.2.13. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

1.2.14. **Development Area** means one of the areas that are a part of the Project as conceptually illustrated in the Master Plan.

1.2.15. **Development Application** means an application to the City for

development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.16. **Development Report** means a report containing the information specified in Sections 2.6.9 – 2.6.11.

1.2.17. **Effective Date** means the date that this MDA becomes effective as specified in Section 27, below.

1.2.18. **Excluded Development Area** means that portion of the Property illustrated on the Master Plan, Exhibit “B”, which is subject to the special provisions of Section 2.4 below.

1.2.19. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with the Act or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.20. **Four Mile SSD** means a special service district created by the City that provides approved public services to the Project, including secondary water (pressurized irrigation), if Developer is unable to arrange for such water through Pineview Water District.

1.2.21. **Intended Uses** means the use of all or portions of the Project for single-family residential units, restaurants, public facilities, open spaces, parks, trails, and other uses as more fully specified in Exhibit “B”.

1.2.22. **Master Developer** means MZ ENTERPRISES INC.

1.2.23. **Master Plan** means the conceptual layout for Commercial Development, Residential Dwelling Units, Open Space, and Public Infrastructure for the Project.

1.2.24. **Maximum Residential Units** means the maximum number of Residential Dwelling Units that may be developed on the Property, as detailed in Section 2.2

below, consistent with the Property zoning and as generally depicted in the Master Plan.

1.2.25. **MDA** means this Master Development Agreement including all the Exhibits.

1.2.26. **Notice** means any notice to or from any Party to this MDA that is either required or permitted to be given to another party.

1.2.27. **Open Space** shall have the meaning specified in Section 11.01.060 of the City's Municipal Code.

1.2.28. **Party/Parties** means, in the singular, Master Developer or the City; in the plural Master Developer and the City.

1.2.29. **Planning Commission** means the City's Planning Commission.

1.2.30. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all the other aspects approved as part of this MDA.

1.2.31. **Property** means the real property owned by and to be developed by Master Developer more fully described in Exhibit "A".

1.2.32. **PTOS Plan** means the plan for developing, managing, preserving improving the neighborhood parks, trails, and open space in the Project as more fully specified in.

1.2.33. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City or other governmental entity as a condition of the approval of a Development Application including, but not limited to, public streets, culinary water utility lines, secondary water utility lines, sanitary sewer lines and storm water facilities.

1.2.34. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single-family residence, an attached residence, including a condominium and town house, as illustrated on the Master Plan.

1.2.35. **Standards Deviations** means those deviations from existing City

development, design, engineering, and other standards, including but not limited to those standards that are included in the City's Vested Laws, which are specified in **Exhibit "E"** and which are subject to the provisions of **Sections 2.1 and 5.1**, below.

1.2.36. **Sub-developer** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Master Developer which purchases a Development Area for development.

1.2.37. **Subdivision** means the division of any portion of the Project into developable lots pursuant to the Act and/or the Zoning Ordinance.

1.2.38. **Subdivision Application** means the application to create a Subdivision.

1.2.39. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

## 2. **Development of the Project.**

### 2.1. **Compliance with the Master Plan, Design Standards, and this MDA.**

Development of the Project shall be in accordance with the City's Vested Laws **(except as specified in the Standards Deviation, Exhibit "E")**, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Master Plan, the Design Standards, and this MDA. If there is any conflict between this MDA and the City's Vested Laws, then this MDA shall be controlling.

2.2. **Maximum Residential Units/Intended Uses.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Residential Units of **Fifty-eight (58)**.

2.3. **Limitation and No Guarantee.** Master Developer acknowledges that the development of the Maximum Residential Units and every other aspect of the Master Plan requires

that each Development Application comply with the City's Vested Laws, the Master Plan, the Design Standards, and this MDA. The City's entry into this MDA does not guarantee that the Master Developer will be able to construct the Maximum Residential Units or any other aspect of the Project until and unless all the applicable requirements of the City's Vested Laws are complied with.

2.4. Excluded Development Area. The Parties acknowledge that development in the Excluded Development Area is currently and potentially impacted by issues related to storm water drainage, a potential flood plain and other issues. It is Parties' intent, and current agreement, as and when those issues are resolved, to pursue and allow development in the Excluded Development Area as illustrated in the Master Plans, and under the terms of this MDA, with the potential addition of up to four (4) Residential Units to the Maximum Residential Units identified in Section 1.2.24, subject to such amendments of this MDA as may reasonably be required.

2.5. Sequencing and Relationship of Residential Uses.

2.5.1. General Statement. The Parties acknowledge that, separate from and related to the City's interest in the development of Residential Uses within the Development, the City has an interest in the development of areas designated on the Master Plan, and recognizing that such development is subject to market/economic forces beyond the control of Master Developer, desires certain assurances that Master Developer is and will remain committed to develop the residential areas in a timely manner. To that specific end, the Parties agree to the following sequencing plan and related mutual goals:

2.5.2. Prompt Platting/Approval. Master Developer will use its best commercially reasonable efforts actively and promptly to pursue the platting and approval of all residential subdivisions within the Development, including the layout of roads and general infrastructure within those subdivisions, with the goal of satisfying all requirements for approvals



within a period of not more than eighteen (18) months from the Effective Date of this Agreement. For its part, the City will actively and promptly engage in all reasonable and required review and analysis of Master Developer's subdivision applications with the goal of providing required approvals within the stated target period.

2.5.3. Timely Application Review. The Parties acknowledge that an accelerated sequencing of sub-development to the Parties mutual benefit, including the City's proper and timely review, analysis and consideration of Master Developer's anticipated and separate residential subdivisions within the period stated in subsection 2.5.2.

2.5.4. Infrastructure Development. Upon approval of all subdivisions by all governmental entities necessary to the approval process, and subject at all times to the requirements and reservations outlined in Subsection 2.5.7 below, Master Developer will promptly and actively, as commercially reasonable, pursue the development and installation of all infrastructure for the entire Development, beginning with the excavation and development of roadways and, conditional upon approval by the applicable utility, continuing with the installation of electric, sewer, water (including secondary water) and cable or fiber lines. Assuming necessary approvals from the City and all utilities by July 30, 2024, Master Developer projects, without guarantee, completion of residential infrastructure **within thirty-six (36) months of approval**, with appropriate and reasonable adjustments to that timeframe for any delays in approvals beyond July 30, 2024.

**Special Provision on Storm Water.** Developer shall increase the Storm Water detention capacity to make the basin a Regional Basin for the City. The Final Capacity shall be increased by -  
cubic ft which is a increase from what the subdivision needs. In exchange, the City shall reimburse by check issued by the City made payable to the Developer, In the amount of of the final invoice of construction of the basin.

2.5.5. Development Area Sales. The City acknowledges that the precise

location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Development Area, may not be known at the time of the creation of or sale of a Development Area. Master Developer may obtain approval of a division or partition of the Property as is provided in Section 10-9a-103(65)(c)(v) of the Act that does not create any individually developable lots in the Development Area without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Development Area shall be that of the Master Developer or a Sub-developer upon a subsequent re-Subdivision of the Development Area that creates individually developable lots. However, construction of improvements shall not be allowed until the Master Developer or Sub-developer complies with the City's Vested Laws.

2.5.6. Accounting for Residential Dwelling Units and Other Intended Uses for Development Areas developed by Master Developer. At the recordation of a Final Plat for any Development Application for areas to be developed by Master Developer, Master Developer shall provide the City a Development Report showing any Residential Dwelling Units or other Intended Uses used with the Development Application and the number of Residential Dwelling Units and other Intended Uses remaining with Master Developer for the remaining Project. The Development Report shall also account for any required Open Space.

2.5.7. Accounting for Residential Dwelling Units and Other Intended Uses for Development Areas Sold to Sub-developers. Any Development Area sold by Master Developer to a Sub-developer shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential Intended Use, shall specify the amount and type of any such other use sold with the Development Area. At the recordation of a Final Plat or other document of conveyance for any Development Area sold to a Sub-developer, Master Developer

shall provide the City a Development Report showing the ownership of the Development Area(s) sold, the portion of the Maximum Residential Units and/or other type of Intended Use transferred with the Development Area(s), the amount of the Maximum Residential Units and other Intended Uses remaining with Master Developer and any material effects of the sale on the Master Plan.

2.5.8. Return of Unused Residential Dwelling Units or Other Intended Uses. If any portion of the Maximum Residential Units or other Intended Uses transferred to a Sub-developer is unused by the Sub-developer at the time the Development Areas transferred with such Density receives approval for a Development Application for the final portion of such transferred Development Areas, the unused portion of the transferred Maximum Residential Units or other Intended Uses shall automatically revert back to Master Developer and the Master Developer shall file with the City a Development Report.

### **3. Vested Rights.**

3.1. Vested Rights Granted by Approval of this MDA. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, the Zoning, and the Master Plan, except as specifically provided herein. The Parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Section 10-9a-509 of the Act.

3.2. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 3.1 are subject to only the following exceptions:

3.2.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

3.2.2. State and Federal Compliance. City's Future Laws which are generally applicable to all properties in the City, and which are required to comply with State and

Federal laws and regulations affecting the Project;

3.2.3. Codes. Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, flood plain or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices, the International Residential Code or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.2.4. Regulations of other service providers. Any changes in laws, rules or regulations of any other entity that provides services to the Project.

3.2.5. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated;

3.2.6. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.2.7. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law, and applicable statutes, including but not limited to Utah Code Ann. § 11-36a-101 (2020), *et seq.*;

3.2.8. Planning and Zoning Modification. Changes by the City to its planning principles and design standards, provided that such changes do not work to reduce the Maximum Residential Units, are generally applicable across the entire City and do not materially

and unreasonably increase the costs or net financial results of any Development Area; or

3.2.9. Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2020).

4. **Term of Agreement** This MDA shall expire on December 31, 2031. If Master Developer has not been declared to be currently in Default as of December 31, 2031 (and if any such Default is not being cured), then this MDA shall be automatically extended until December 31, 2036. This MDA shall also terminate automatically at Buildout.

5. **Public Infrastructure.**

5.1. Construction by Master Developer. Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application. The Public Infrastructure shall be designed and constructed in Compliance with all applicable standards in the City's Vested Laws and, also, with any other Federal, State, or County laws, rules, or regulations. The Public Infrastructure shall be consistent with and fulfill the purposes of adopted plans for such infrastructure that are a part of the City's Vested Laws.

5.2. Bonding. If and to the extent required by the City's Vested Laws, unless otherwise provided by the Act, 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.

6. **Parks, Trails and Open Space.** Master Developer shall be responsible for dedicating open spaces to Harrisville City upon recordation of the final plat. Harrisville City will be responsible for improving the parks, trails and open space in the Project.

7. **Processing of Development Applications.**

7.1. Processing of Development Applications. Within ten (10) business days after receipt of a Development Application and upon the request of Applicant, the City and Applicant will confer in good faith concerning the projected timeline for processing the application and to determine the scope of any supplementation or outsourcing that may be necessary to meet the desired schedule. If the City determines that outsourcing is necessary and appropriate to the timely processing of any Development Application as agreed between the Parties, then the City shall promptly estimate the reasonably anticipated differential cost of outsourcing in the manner selected by the Master Developer or Sub-developer in good faith consultation with the City. This may include either an agreement to pay overtime to the City employees or the hiring of a City Consultant acceptable to the Parties and selected in the manner consistent with that provided in Section 7.3 below for expert consultants. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Sub-developer) for the actual differential cost of Outsourcing, Master Developer or the Sub-developer shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential. If at any time the Applicant becomes delinquent in the payment of any Outsourcing fees, the City may postpone all work until the Applicant is paid current with the City for all outstanding fees related to the Development Application.

7.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified, or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all redlines, comments or suggestions at the time of the first review of the Development Application unless any changes to the Development Application raise new

issues that need to be addressed.

7.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, site infrastructure, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in selecting the City Consultant. The actual and reasonable costs of a City Consultant shall be the responsibility of Applicant. The work of the City Consultant shall be completed in a commercially reasonable time.

7.4. Processing of Residential Subdivisions

Residential Subdivisions shall be processed by the "Land Use Authority", pursuant to the standards and processes of Chapter 11.22, subject to Standards Deviations, and shall be approved if they are in compliance with the Master Plan.

7.5. City Denial of a Development Application. If the City issues a Denial of a Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

7.6. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within ten (10) business days after any Denial to resolve the issues specified in the Denial of a Development Application.

7.7. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a non-City agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

7.8. Mediation of Development Application Denials.

7.8.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application for reasons other than denials from non-City agencies and that the parties are not able to resolve by "Meet and Confer" shall be mediated and include, but are not necessarily limited to, the following:

7.8.1.1. the location of On-Site Infrastructure, including utility lines and stub outs to adjacent developments,

7.8.1.2. right-of-way modifications that do not involve the altering or vacating of a previously dedicated public right-of-way,

7.8.1.3. interpretations, minor technical edits, or inconsistencies necessary to clarify or modify documents consistent with their intended purpose of the Development Standards,

7.8.1.4. Justifications for, selection of and costs of Outsourcing under Sections 7.1 and 7.4;

7.8.1.5. the scope, conditions and amounts of any required development or infrastructure bond or related security and any impact fees; and

7.8.1.6. the issuance of subdivision applications and related



review of project-wide systems designs.

7.8.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall, within fifteen (15) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

7.9. Arbitration of Development Application Objections.

7.9.1. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties may then attempt within fifteen (15) calendar days to appoint a mutually acceptable arbitrator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable arbitrator, they shall each, within fifteen (15) calendar days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant and the City shall split the fees of the chosen arbitrator, each Party paying 50% of the fees. The chosen arbitrator shall within fifteen (15) calendar days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision

that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

8. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for all or part of the Project under the City's Future Laws in effect at the time of the Development Application so long as Master Developer is not in current breach of this Agreement.

9. **Default.**

9.1. **Notice.** If Master Developer or a Sub-developer or the 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 the City believes that the Default has been committed by a Sub-developer, then the City shall also provide a courtesy copy of the Notice to Master Developer.

9.2. **Contents of the Notice of Default.** The Notice of Default shall:

9.2.1. **Specific Claim.** Specify the claimed event of Default;

9.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this MDA that is claimed to be in Default;

9.2.3. **Materiality.** Identify why the Default is claimed to be material;

and

9.2.4. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) calendar days duration.

9.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the "Meet and Confer" and "Mediation" processes specified in

Sections 7.6 and 7.8. If the claimed Default is subject to Arbitration as provided in Section 7.9, then the parties shall follow such processes.

9.4. Remedies. If the parties are not able to resolve the Default by “Meet and Confer” or by “Mediation”, and if the Default is not subject to arbitration, then the parties may have the following remedies:

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

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

9.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Sub-developer, development of those Development Areas owned by the Sub-developer until the Default has been cured or a bond has been posted to secure satisfaction of the default. Building permits or Certificates of Occupancy may not be withheld from any Development Area sold to a Sub-developer based on any Default of the Master Developer unless that Default of the Master Developer is such that the Public Infrastructure required to service a Development Area owned by a Sub-Developer is not available to service the Development Area. Nor shall any Default by a Sub-developer permit the withholding of any Development Applications for Master Developer or any other Sub-developer that is not in Default.

9.5. Public Meeting. Before any remedy in Section 9.4 may be imposed by the City, the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

9.6. Emergency Defaults. Anything in this MDA notwithstanding, if the City

Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 9.4 without the requirements of Section 9.5. The City shall give Notice to Master Developer and/or any applicable Sub-developer of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Sub-developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

9.7. Extended Cure Period. If any Default cannot be reasonably cured within thirty (30) calendar days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

9.8. Default of Assignee. A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

9.9. Limitation on Recovery for Default – No Damages. Anything in this MDA notwithstanding, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Sub-developer shall be that of specific performance.

10. Notices. All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

**To the Master Developer:**

**MZ Enterprises  
5835 Dartmouth Dr  
Mountain Green UT 84050  
craignorth7@gmail.com**

**With a Copy to:**

N/A

**To the City:**

**Harrisville City  
363 West Independence Blvd  
Harrisville, UT 84404**

**With a Copy to:**

**ATTN: Attorney Brody Flint  
Harrisville City  
363 West Independence Blvd  
Harrisville, UT 84404**

11. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

8.1. **Hand Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

11.3. **Mailing.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

12. **Secondary Water/Consent to Four Mile SSD.** Master Developer shall be responsible to furnish sufficient water rights to support secondary water service sufficient to satisfy requirements for the Project. If such service is not available from or through Pineview Water District, Master Developer agrees to coordinate such service from the Four Mile SSD, previously formed to provide authorized services to areas of the City including the Project, including any Project-specific services for which the Ben Lomond Views CRA is required, but may be unable, to provide under applicable CC&Rs.

13. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of intent.

14. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The Parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property or unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City’s.

13. **Hold Harmless.** Master Developer hereby covenants to indemnify, defend, and hold the City harmless from any claims made by any third parties regarding the City’s entry into this MDA and the City’s performance of any of its obligation under this MDA.

14. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part, respectively, by Master Developer with the consent of the City as provided herein, which consent may not unreasonably be withheld.

14.2. **Sale of Lots.** Master Developer’s selling or conveying lots in any approved

Subdivision or Development Areas to builders, users, or Sub-developers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by Master Developer.

14.3. Related Entity. Master Developer’s transfer of all or any part of the Property to any entity “related” to Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Master Developer’s entry into a joint venture for the development of the Project or Master Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within fifteen (15) calendar days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

14.4. Notice. Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

14.5. Time for Objection. Unless the City objects in writing within fifteen (15) calendar days of notice, the City shall be deemed to have approved of and consented to the assignment.

14.6. Partial Assignment. If any proposed assignment is for less than all of Master Developer’s rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment Master Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the

performance of any obligations herein.

14.7. **Denial.** The City may only withhold its consent to an assignment of Master Developer's rights hereunder if the City is not reasonably satisfied of the proposed assignee's financial ability to perform the obligations of Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to "Meet and Confer" and "Mediation" processes specified in Sections 7.6 and 7.8.1. If the denial arises in the context of any dispute that is subject to Arbitration, then the Parties shall follow such processes.

14.8. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment. That consent shall specifically acknowledge the provisions of Section 2.

15. **Binding Effect.** If Master Developer sells or conveys Development Areas of lands to Sub-developers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and number of Residential Dwelling Units as applicable to such Development Area and be subject to the same limitations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

16. **No Waiver.** Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

17. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this MDA shall be



deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

18. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties, governmental delays or restrictions resulting from COVID-19 or other declared pandemic, or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

19. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

20. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Planner as the Administrator of the MDA as defined in Section 1.2.2. The initial representative for Master Developer shall be Craig North. The Parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the Parties to this MDA and the development of the Project.

21. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. **Estoppel Certificate.** Upon ten (10) calendar days' prior written request by Master

Developer or a Sub-developer, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Sub-developer, as the case may be, at that time is not in default of the terms of this Agreement.

23. **Mutual Drafting.** Each Party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against any Party based on which Party drafted any portion of this MDA.

24. **Effective Date.** This MDA shall become effective upon Master Developer giving Notice to the City that Master Developer or its Assigns has (have) acquired the Property. Barring a written agreement between the Parties otherwise, if Master Developer has not given the City such Notice on or before December 31, 2024, then this MDA shall become null, void and of no effect.

25. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project after the Effective Date. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "T", shall not be recorded in the chain of title. A secure copy of Exhibit "T" shall be filed with the City Recorder and each party shall also have an identical copy.

26. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to **Ordinance 555** adopted by the City on \_\_\_\_\_, 2024.

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.

\* \* \* \* \* SIGNATURE PAGE FOLLOWS \* \* \* \* \*

MASTER DEVELOPER  
MZ ENTERPRISES, INC.

CITY  
Harrisville City

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Manager \_\_\_\_\_ Date:  
\_\_\_\_\_

\_\_\_\_\_  
By: Michelle Tait \_\_\_\_\_ Its: City  
Mayor  
Date: \_

Approved as to form and legality:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Recorder

**CITY ACKNOWLEDGMENT**

STATE OF UTAH )

:ss.

COUNTY OF WEBER )

On the \_\_\_ day of \_\_\_\_\_, 2024 personally appeared before me \_\_\_\_\_ who being by me duly sworn, did say that he is the City Mayor of Harrisville City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Mayor acknowledged to me that the City executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
Residing at: \_\_\_\_\_

**MASTER DEVELOPER ACKNOWLEDGMENT**

STATE OF UTAH )

:ss.

COUNTY OF WEBER )

On the \_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me \_\_\_\_\_, who

being by me duly sworn, did say that he is the Manager of \_\_\_\_\_ ---, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing at: \_\_\_\_\_

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## TABLE OF EXHIBITS

### Exhibits:<sup>1</sup>

A	Legal Description of Property
B	Overall Project Site Plan
C	Phasing Plan
C-1	Narrative
C-2	Phasing Map
D	Design and Site Standards and Renderings
D-1	Residential Development and Design Standards
D-2	Preliminary Residential Renderings
E	Bonus Density Calculation
F	Land Use Table

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## Exhibit "A"

### Harrisville Fields Subdivision Deed Parcel Description

All of Lot 3 and Lot 4, Hart Subdivision No. 1 Lot 3 1st Amendment, a recorded subdivision in the office of the Weber County Recorder as Entry no. 2255778 in Book 65 at Page 98 with a recording date of April 15, 2007.

Also: A "Gap Parcel" not described on the records of Weber County within the existing roadway named, North Street." This gap parcel is between the aforementioned Hart Subdivision No. 1 Lot 3 1st Amendment and Fort Bingham Phase 1 Subdivision. More Particularly Described as follows:

#### Parcel Description

A Part of Section 8, Township 6 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the north line of Lot 3, Hart Subdivision No. 1 Lot 3 1st Amendment, a recorded subdivision in the office of the Weber County Recorder as Entry no. 2255778 in Book 65 at Page 98 with a recording date of April 15, 2007, said point being South  $0^{\circ}20'38''$  East 1749.91 feet from the North Quarter Corner of Section 8, Township 6 North, Range 1 West, Salt Lake Base and Meridian, and running:  
Thence South  $72^{\circ}52'11''$  East 447.13 feet along the north line of said Lot 3;  
Thence South  $58^{\circ}17'31''$  East 272.60 feet along the north line of said Lot 3;  
Thence South  $49^{\circ}33'36''$  East 157.06 feet along the north line of said Lot 3;  
Thence North  $13^{\circ}29'19''$  East 549.63 feet along the west line of said Lot 3 to the south line of Harrisville Road;  
Thence South  $49^{\circ}33'36''$  East 67.31 feet along the north line of said Lot 3 and also being along the south line of Harrisville Road;  
Thence South  $13^{\circ}29'19''$  West 649.63 feet along the east line of said Lot 3;  
Thence South  $49^{\circ}33'36''$  East 101.27 feet along the north line of said Lot 3 to the west line of Taylor Ranchettes Subdivision;  
Thence South  $24^{\circ}45'06''$  West 1479.46 feet along the east line of said Lot 3 to and along the east line of Lot 4 of the aforementioned Hart Subdivision No. 1 Lot 3 1st Amendment and also along the west line of Taylor Ranchettes Subdivision, and beyond;  
Thence South  $0^{\circ}47'49''$  West 351.29 feet to the north line of Fort Bingham Phase 1, also being the current centerline of 400 North Street, (a 60 foot road);  
Thence North  $88^{\circ}29'52''$  West 278.41 feet along the center line of 400 North Street and beyond and also along the north line of Fort Bingham Phase 1 to an interior corner of Fort Bingham Phase 1, to the section line;  
Thence North  $1^{\circ}00'15''$  East 11.63 feet along the section line and an east line to the Northeast Corner of Lot 1, Fort Bingham Phase 1;  
Thence North  $88^{\circ}29'52''$  West 152.32 feet along the north line of Lot 1, Lot 2 and Lot 3 of Fort Bingham Phase 1;  
Thence North  $0^{\circ}32'49''$  East 1019.20 feet;

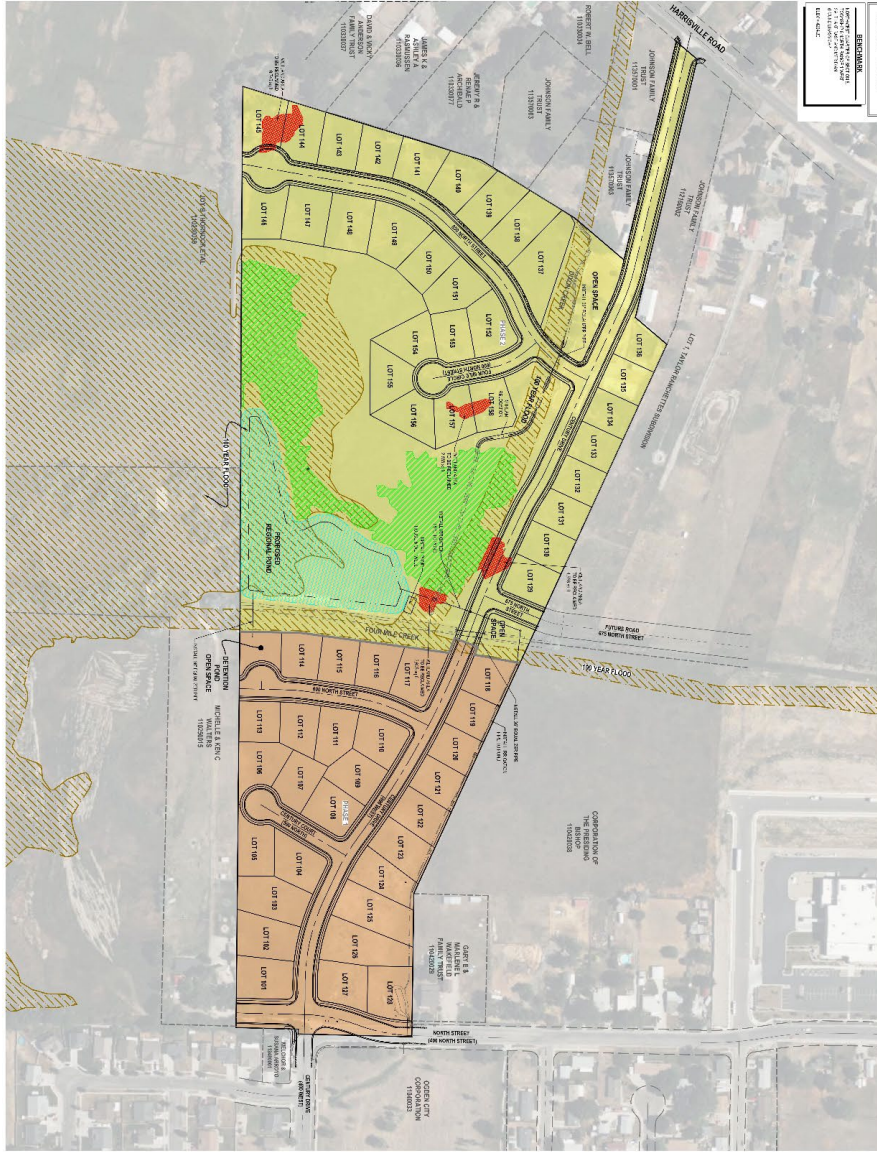
Thence North  $0^{\circ}13'49''$  East 885.10 feet along the west line of said Lot 4 to and along the west line of said Lot 3;

Thence North  $0^{\circ}30'49''$  East 398.60 feet along the west line to the Northwest Corner of said Lot 3;

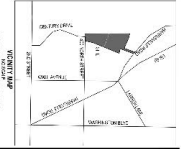
Thence South  $72^{\circ}52'11''$  East 161.27 feet along the north line of said Lot 3 to the point of beginning.

Contains 1,614,220 square feet, 37.057 acres.

# Exhibit "B" Site Plan



**ENSGN**  
 ENGINEERING  
 1000 S. 1000 E.  
 SUITE 100  
 HARRISVILLE, UT 84403  
 PH: 435.261.1000  
 WWW.ENSGN.COM



PROPERTY	APN
LOT 101	1120001
LOT 102	1120002
LOT 103	1120003
LOT 104	1120004
LOT 105	1120005
LOT 106	1120006
LOT 107	1120007
LOT 108	1120008
LOT 109	1120009
LOT 110	1120010
LOT 111	1120011
LOT 112	1120012
LOT 113	1120013
LOT 114	1120014
LOT 115	1120015

**LEGEND**

- LOT
- OPEN SPACE
- STREET
- UTILITY
- ADDITIONAL OPENING SPACE

**GRAPHIC SCALE**  
 1" = 100' 0"

**ORIENTED NORTH**

**ENSGN**  
 ENGINEERING  
 1000 S. 1000 E.  
 SUITE 100  
 HARRISVILLE, UT 84403  
 PH: 435.261.1000  
 WWW.ENSGN.COM

**HARRISVILLE FIELDS SUBDIVISION**

863 NORTH HARRISVILLE ROAD  
 HARRISVILLE, UTAH

**DEVELOPER**  
 HARRISVILLE FIELDS SUBDIVISION  
 1000 S. 1000 E.  
 SUITE 100  
 HARRISVILLE, UT 84403  
 PH: 435.261.1000

**DEVELOPER**  
 HARRISVILLE FIELDS SUBDIVISION  
 1000 S. 1000 E.  
 SUITE 100  
 HARRISVILLE, UT 84403  
 PH: 435.261.1000

**HARRISVILLE FIELDS SUBDIVISION**

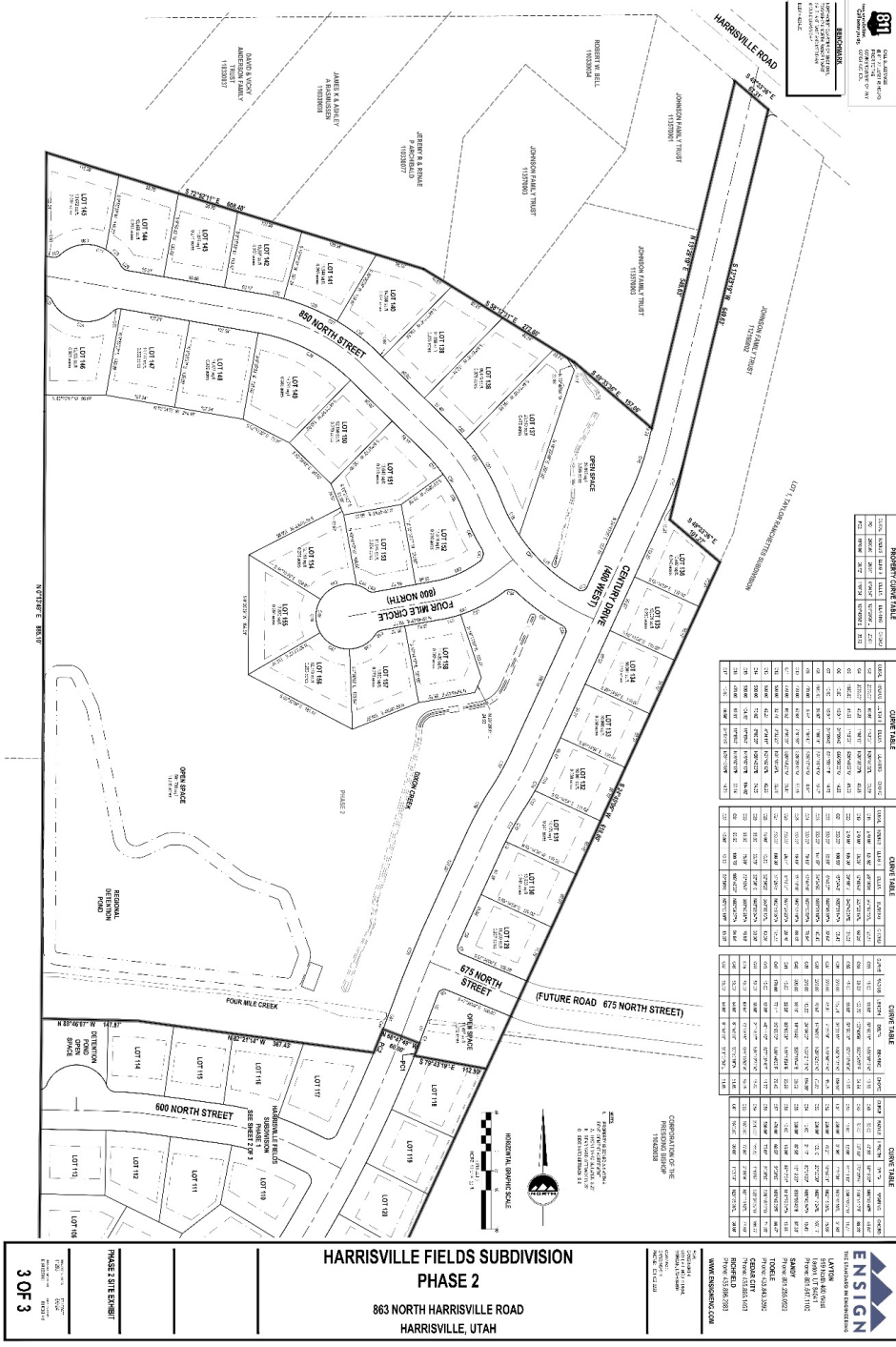
863 NORTH HARRISVILLE ROAD  
 HARRISVILLE, UTAH

**DEVELOPER**  
 HARRISVILLE FIELDS SUBDIVISION  
 1000 S. 1000 E.  
 SUITE 100  
 HARRISVILLE, UT 84403  
 PH: 435.261.1000





# Exhibit "B" Site Plan (continued)



**891** QUAL ABILITY CONSULTING ENGINEERS, INC. 1000 S. 1000 W. SUITE 1000 HARRISVILLE, UT 84403

**PROPOSED**

DATE: 08/14/2013

PROJECT: HARRISVILLE FIELDS SUBDIVISION PHASE 2

LOT: 101

**HARRISVILLE FIELDS SUBDIVISION**

LOT	AREA (SQ. FT.)	AREA (AC.)
101	10,000	0.23
102	10,000	0.23
103	10,000	0.23
104	10,000	0.23
105	10,000	0.23
106	10,000	0.23
107	10,000	0.23
108	10,000	0.23
109	10,000	0.23
110	10,000	0.23
111	10,000	0.23
112	10,000	0.23
113	10,000	0.23
114	10,000	0.23
115	10,000	0.23

COMPTON			QUINT			COMPTON			COMPTON		
LOT	AREA (SQ. FT.)	AREA (AC.)	LOT	AREA (SQ. FT.)	AREA (AC.)	LOT	AREA (SQ. FT.)	AREA (AC.)	LOT	AREA (SQ. FT.)	AREA (AC.)
101	10,000	0.23	101	10,000	0.23	101	10,000	0.23	101	10,000	0.23
102	10,000	0.23	102	10,000	0.23	102	10,000	0.23	102	10,000	0.23
103	10,000	0.23	103	10,000	0.23	103	10,000	0.23	103	10,000	0.23
104	10,000	0.23	104	10,000	0.23	104	10,000	0.23	104	10,000	0.23
105	10,000	0.23	105	10,000	0.23	105	10,000	0.23	105	10,000	0.23
106	10,000	0.23	106	10,000	0.23	106	10,000	0.23	106	10,000	0.23
107	10,000	0.23	107	10,000	0.23	107	10,000	0.23	107	10,000	0.23
108	10,000	0.23	108	10,000	0.23	108	10,000	0.23	108	10,000	0.23
109	10,000	0.23	109	10,000	0.23	109	10,000	0.23	109	10,000	0.23
110	10,000	0.23	110	10,000	0.23	110	10,000	0.23	110	10,000	0.23
111	10,000	0.23	111	10,000	0.23	111	10,000	0.23	111	10,000	0.23
112	10,000	0.23	112	10,000	0.23	112	10,000	0.23	112	10,000	0.23
113	10,000	0.23	113	10,000	0.23	113	10,000	0.23	113	10,000	0.23
114	10,000	0.23	114	10,000	0.23	114	10,000	0.23	114	10,000	0.23
115	10,000	0.23	115	10,000	0.23	115	10,000	0.23	115	10,000	0.23

**HARRISVILLE FIELDS SUBDIVISION  
PHASE 2**  
863 NORTH HARRISVILLE ROAD  
HARRISVILLE, UTAH

**ENSGN**  
THE ENGLISH GROUP  
1000 S. 1000 W. SUITE 1000  
HARRISVILLE, UT 84403  
PH: 435.226.1000  
WWW.ENSGN.COM

**PREPARED BY:**  
RICHARD  
PH: 435.226.1000  
WWW.ENSGN.COM

**CONSULTANT:**  
QUAL ABILITY CONSULTING ENGINEERS, INC.  
1000 S. 1000 W. SUITE 1000  
HARRISVILLE, UT 84403  
PH: 435.226.1000  
WWW.QACON.COM

Exhibit "C-1"

Narrative: The Project shall be completed in 2 Two (2) phases. Phase One (1) will begin on the south end of the Project and include 28 Lots. Phase Two (2) will continue from Phase One and will contain 29 Lots.

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Exhibit "D"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

**HARRISVILLE FIELDS SUBDIVISION**

Harrisville, UTAH

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Harrisville Fields Subdivision (Referred to below as "SUBDIVISION") is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2020, MZ Enterprises, a Utah Corporation, referred to below as "Declarant".

**RECITALS:**

A. Declarant is the Owner of the following described real property approximately 1000 N 5000 W WEST POINT, UT (the "Entire Property" Davis County, Utah:

All lots and all roadways according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

B. Declarant intends to develop a residential subdivision on the Entire Property. Declarant will develop and convey all of the Lots within the Subdivision subject to a general plan of development, and subject to certain protective covenants, conditions and restrictions all as set forth in this Declaration, and which are deemed to be covenants running with the land mutually burdening and benefiting each of the Lots within the Subdivision.

**DECLARATION:**

DECLARANT HEREBY DECLARES that all of the Lots within the Subdivision shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in this Declaration, all of which are created by the mutual benefit of the Owners of the Lots. It is the intention of the Declarant in imposing these covenants, conditions and restrictions to create a generally uniform pattern of development, to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. The Covenants, Conditions and Restrictions are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interest in the Lots, and shall inure to the benefit of all other Lots in the Subdivision to be located on the Entire Property. The covenants, conditions, and Restrictions shall be binding upon the Declarant as well as its successors in interest, and may be enforced by the Declarant or by any Owner of a lot within the Subdivision on the Entire Property. An instrument containing protective covenants, conditions and restrictions substantially similar to the covenants set forth in this Declaration, with such modifications or supplemental provisions as may be deemed appropriate by Declarant on a phase-by-phase basis to address differences in the circumstances affecting Lots to be constructed after the initial phase, shall be recorded against Lots of the Subdivision on the Entire Property.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights in addition to such rights as may be described elsewhere in this declaration: (1) Installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of a temporary construction or sales office; (3) Installation and maintenance of signs incidental to sales or construction which are in compliance with applicable City ordinances; (4) assignment of the Declarant's rights under this Declaration in whole or part to one or more builders intending to construct homes within the Subdivision; and (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision

## COVENANTS, CONDITIONS & RESTRICTIONS

### ARTICLE I

#### DEFINITIONS

1. Unless the context clearly requires the application of a more general meaning the following terms, when used in this Declaration, shall have the following meanings:

**"Additional Property"** shall mean the balance of the Entire Property not included within recorded Plats.

**"Architectural Committee"** shall mean the committee created under Article III of this Declaration.

**"City"** shall mean West Point City, Utah and its appropriate departments, officials and boards.

**"Declarant"** shall mean and refer to Psion Homes, A Utah Corporation.

**"Declaration"** shall mean this Declaration of Covenants, Conditions and Restrictions, together with any subsequent amendments or additions. The Subdivision Plats for Westlake Estates, and the Easements and other matters shown on any such plat, are also incorporated into this Declaration by reference.

**"Dwelling"** shall mean the single family residence built or to be built on any lot including the attached garage.

**"Entire Property"** shall have the meaning set forth in the recitals.

**"Family"** shall mean one household of persons related to each other by blood, adoption or marriage, or one group of not more than five people not so related living together as a unit who maintain a common household.

**"Improvement"** shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, dwellings, garages, storage buildings, walkways, retaining walls, sprinklers, pipes, driveways, fences, landscaping, pools, decks, stairs, poles, lighting, signs, satellite dishes or other antennas, and any mechanical equipment located on the exterior of any building.

**"Lot"** shall mean any numbered building Lot shown on any official plat of all or a portion of the Subdivision.

**"Owner"** shall mean the person or persons having title to any lot. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of any obligation, including the trustee and/or beneficiary under a Deed of Trust or mortgagee under a mortgage.

**"Person"** shall mean a natural person or any legal entity with a right to hold title to real property in its own name in the State of Utah.

**"Plat"** shall mean an official ownership plat of Westlake Estates Subdivision as approved by Davis County and recorded in the office of the Davis County Recorder, as it may be amended from time to time.

**"Property"** shall have the meaning set forth in the recitals.

**"Subdivision"** shall mean all of the Westlake Estates Subdivision and all lots, and other property within the Subdivision as shown on the plats covering the Entire Property.

**"Subdivision Improvements"** shall mean all subdivision improvements to be installed outside of the boundaries of lots or within easements as identified on the plats that are necessary to provide public road access and utility service to the lots, and including other construction work required to comply with any conditions of the City or county or other governmental agencies to the approval of the Subdivision or any plat thereof.

### ARTICLE II

#### RESTRICTION ON ALL LOTS

2. The following restriction on use apply to all Lots within the Subdivision:

2.1 Zoning Regulations: The lawfully enacted zoning regulations of Harrisville City and any building, fire, and health codes are in full force and effect in the Subdivision, and no lot may be occupied in a manner that is in violation of any statute, law or ordinance.



2.2 Right to Farm Notice: The area surrounding Subdivision has for many years been an agricultural community and it is anticipated that agricultural uses in the areas will continue on properties adjoining the boundaries of the subdivision. Protection and preservation of agricultural land uses is a goal of the Declarant and of West Point City. Therefore, those persons buying property within the subdivision are, by this provision, put on notice that farm work hours run late and being early, and that farm operations may contribute to noises and odors objectionable to subdivision residents.

2.3 No Mining Uses: The property within the Subdivision shall be used for residential purposes only, and no mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted.

2.4 No Business or Commercial Uses: No portion of the Subdivision may be used for any commercial business use, provided, however, that nothing in this provision is intended to prevent (a) the Declarant from using one or more lots for purposes of a construction office or sales office during the actual period of construction of the Subdivision Improvements or until 100% of the lots are sold, whichever occurs later, or (b) the use by any Owner of his lot for a home occupation pursuant to West Point City ordinance. No home occupation will be permitted, however, which requires or encourages the Owner's clients, customers, patients or others to come to the lot to conduct business, or which requires any employees outside of the Owner's immediate family or household.

2.5 Restriction on Signs: The Subdivision may be identified by the permanent signs which have been or will be constructed as part of the entry structure. No signs will be permitted on any lot or within the Subdivision, except for traffic control signs placed by the City, temporary signs warning of some immediate danger, or signs not in excess of eight square feet identifying the contractor and/or architect of any dwelling unit while it is under construction. Signs indicating the lot is for sale may be placed in accordance with City sign regulations, and no such sign may exceed eight square feet. The Declarant may erect a sign at the entrance to the Subdivision for a period of no more than two years after the recordation of the last plat within the Subdivision announcing the availability of lots and giving sales information. No permanent signs stating the address or the name of the owner of any lot may be installed without the advance consent of the Architectural Committee.

2.6 Completion Required Before Occupancy: No Dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by West Point City.

2.7 Dwelling to be Constructed First: No garage, storage unit, or other out building may be constructed prior to the constructions of the Dwelling on the lot.

2.8 Underground Utilities: All gas, electrical, telephone, television, and any other utility lines in the Subdivision are to be underground, including lines within any lot which service installations entirely within that Lot. No propane tanks or oil tanks may be installed on any lot except for temporary head during construction.

2.9 Maintenance of Property: All lots, and the Improvements on them, shall be maintained in a clean, sanitary, attractive and marketable condition at all times. No owner shall permit his lot or the improvements on it to fall into disrepair.

2.10 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried out on any lot, including the creation of loud or offensive noises or orders that detract from the reasonable enjoyment of nearby lots.

2.11 No Hazardous Activity: No activity may be conducted any that is or would be considered by a reasonable person to be unreasonably dangerous or hazardous, which would cause the cancellation of conventional homeowners' insurance policy. This includes, without limitation, the storage or caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms or fireworks, and setting open fires (other than properly supervised and contained barbecues).

2.12 No Unsightliness: No unsightliness is permitted on any lot. This shall include, without limitation, the open storage of any building materials (except during construction of any Dwelling unit or addition); open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimmings; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage, lawn or garden furniture except during the season of use; and the

storage or accumulation of any other material, vehicle, or equipment on the lot in a manner that is visible from any other lot or any public street.

2.13 No Annoying Lights: Any outdoor lighting shall be subject to approval by the Architectural committee, and no outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the lot on which it is installed. This shall not apply to street lighting maintained by the City. Lighted tennis courts or sport courts are prohibited.

2.14 No Annoying Sounds: No speakers, wind bells, wind chimes, or other noise making devices may be used or maintained on any lot that create noise that might reasonably be expected to be unreasonably or annoyingly loud to adjoining lots, except for security or fire alarms.

2.15 Sewer Connection Required: All lots are served by sanitary sewer service, and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any lot. All Dwelling units must be connected to the sanitary sewer system.

2.16 No Fuel Storage: No fuel oil, gasoline, propane, or other fuel storage tanks may be installed or maintained on the property. Dwellings shall be heated with natural gas, solar, or electric heat. Propane or other such containerized fuels may be used only during construction of the Dwelling until the permanent heating system is installed and operational.

2.17 Drainage: No Owner shall alter the direction of natural drainage from his lot, nor shall any Owner permit accelerated storm run-off to leave his lot without first using reasonable means to dissipate the flow energy.

2.18 Vehicles Restricted to Roadways: No motor vehicle will be operated on the Subdivision except on improved roads and driveways. No snowmobiles or motorcycles will be operated on any lot except for ingress and egress or while loading the equipment for lawful transport on public streets.

2.19 Kennels: No kennel or dog run may be placed closer than 30 feet to any Dwelling other than that of the Owner of the kennel, unless written permission is granted by current owner of adjacent lot. This permission does not run with the land and must be obtained from any owner of an adjacent lot.

2.20 No Transient Lodging Uses: The lots are to be used for residential housing purposes only, and shall not be rented in whole or in part for transient lodging purposes, boarding house, a Bed and Breakfast, or other uses for providing accommodations to travelers. No lease of any Dwelling on a lot shall be for a period of less than 30 days. No Dwelling on a lot shall be subjected to time interval ownership.

2.21 No Re-Subdivision: No lot may be re-subdivided without the consent of the Architectural Committee, and no re-subdivision of any lot may result in the construction of any additional Dwelling units within the subdivision.

2.22 Combination of Lots:

A. Authority to Combine Lots: Subject to the provisions of this Declaration and the limitations set forth in this Section, any Owner may combine two or more adjoining lots within the Subdivision.

B. Dwelling Placement: The square footage of the living area in the Dwelling on the combined lots should be concentrated at the center of the combined lots, and should not be placed entirely or predominately on one of the lots.

C. Combination Deemed Permanent: The combination of lots is deemed to be permanent and the lots may not be independently sold once construction has commenced on the improvements for the combined lot. The Owner of any lots that have been combined will execute and deliver to the Committee a notice in recordable form, containing the name of the Owner and the legal description of the lots combined, which Notice will state that the two lots have been combined and cannot subsequently be subdivided. The Committee shall record this Notice with the Davis County Recorder upon the commencement of the construction of the Dwelling on the combined lots.

## ARTICLE IV

### ARCHITECTURAL RESTRICTIONS ON IMPROVEMENTS



3. All Improvements on any lots are subject to the Harrisville Fields “Architectural Guidelines” which follow, and in addition, are subject to the following restrictions.

3.1 Number of Dwellings: Only one Dwelling may be constructed on any lot. All Dwellings shall have an attached garage for at least two cars.

3.2 Dwelling Height: No structure shall exceed two stories above the ground level for living space or be more than thirty-five feet in height.

3.3 Construction Completion: When construction has started on any residence or other structure, work thereon must be completed within a reasonable length of time (10 months shall be reasonable).

3.4 Windows: All windows must be at least double paned. Any trapezoidal window must follow the shape of the walls or roofs surrounding them, with the top parallel to the roof above, and the bottom horizontal or parallel to the roof structure below it. No mirrored or reflective glass may be used.

3.5 Chimneys & Vents: Chimneys must be enclosed in an approved material.

3.6 Antennas: All antennas must be enclosed within the Dwelling. If possible, any satellite dishes must be located and screened in a manner so that they are not directly visible from adjoining lots or streets. Solar panels will be permitted only with the consent of the Architectural Committee, and if permitted at all, must lie flat against the roof and may not differ in pitch or color from the roof surface on which they are mounted.

3.7 No Used or Temporary: No previously erected, used, or temporary structure, mobile home, trailer house, or any other non-permanent structure may be installed or maintained on any lot.

3.8 Driveways: Every garage shall be serviced by a driveway, which shall be of sufficient width and depth so as to park two vehicles side by side completely out of the street right of way. All driveways are to be constructed only of concrete.

3.9 Sewer Connection Required: All lots are served by sanitary sewer service and no cesspools, septic tanks, or other types of waste disposal systems are permitted on any lot. All Dwelling units must be connected to sanitary sewer system.

3.10 Finished Lot Grading: Lot owners and builders are responsible to complete the fine grading of the entire lot so that the finish grading complies with Harrisville City ordinance.

3.11 Aluminum, vinyl and steel siding: shall only be allowed on the exterior of a Dwelling in soffit and fascia areas.

3.12 Setbacks: All sides of a Lot with frontage on a road shall have a minimum setback of 25 feet. All sides of a Lot shall have a minimum side yard setback of 8 feet, and shall have a minimum setback on rear yards of 25 feet.

3.13 Colors: Without limiting the use of color, exterior walls shall be subdued in color and not reflective. Intense colors should be used as accent only.

## ARTICLE V

### CONSTRUCTION COVENANTS

5. In order to minimize the inconvenience to adjoining owners during periods of construction within the Subdivision, the following construction regulations shall be enforced. These regulations shall be made a part of the construction contract between the owner and the builder of each Dwelling or other improvements on a lot. The owner shall be bound by these regulations, and violations committed by the builder or its employees, subcontractors or others shall be deemed a violation by the owner for which owner is liable.

5.1 Portable Office or Trailer: A builder or general contractor constructing a home on a lot may utilize a portable office or trailer during the construction period only. The portable office must be located within the owner’s lot. The temporary office may not be installed prior to the commencement of construction, and must be removed upon the first to occur of (1) the issuance of a Certificate of Occupancy, (2) the termination, expiration, or cancellation of the

building permit, (3) the suspension of construction activities for a period of 60 days, or (4) one year after the commencement of construction.

5.2 Construction Debris Removal: The builder must comply with City ordinances requiring the placement and maintenance of a trash container or dumpster on the lot. The builder shall collect trash at the end of each work day and deposit construction trash, packing material, unusable scraps, and other debris in a suitable container, protected from the wind, regularly serviced. No trash may be burned, buried or otherwise disposed within the Subdivision.

5.3 Construction Area Appearance: The lot must be maintained in a reasonably organized and neat condition at all times during the construction of a Dwelling or other improvements. Once the Dwelling is enclosed, materials shall be stored inside, and out of sight, whenever practical and possible.

5.4 Sanitary Facilities: The builder is responsible for the installation and maintenance of an approved portable toilet facility during construction. The portable toilet must be removed from the site at such time as the permanent plumbing system is operational.

5.5 Construction Sign: During periods of actual construction on the Dwelling, the owner or builder may install a sign not to exceed six square feet in an area identifying the lot and the builder. The sign must also comply with any signage ordinance enacted by the City after the date of this Declaration. The sign must be removed upon completion or abandonment of construction.

5.6 Hours of Work: Daily working hours on the site shall be limited to the period beginning one half hour after sunrise and ending one half hour before sunset, unless otherwise restricted by City ordinances. The builder is responsible for controlling noise emanating from the site.

5.7 Removal of Mud: The builder is responsible for cleaning up and removing mud, dirt and all debris from the construction site that is deposited on the roadways of the Subdivision.

5.8 Duration of Construction: No construction shall be undertaken without a building permit and all other necessary permits from the City and any other governmental entity having jurisdiction over construction on the site. No materials, tools, temporary offices or portable toilets, excavation or construction equipment, or similar materials or equipment may be delivered to this site prior to the issuance of the permit. It is the obligation of the owner to proceed with construction with all reasonable speed once construction has commenced, and in any event, all exterior surfaces of the building shall be substantially completed within a period of eight months from the date the foundation is completed. All landscaping and soil stabilization work must be completed as soon as possible after completion of the exterior of the Dwelling, but in no event later than the summer following completion of the exterior of the Dwelling.

## ARTICLE VI

### LANDSCAPE STANDARDS

6. It is the intent of the Declaration to require appropriate landscaping of lots following construction of any improvements, and to encourage the use of appropriate plant materials. The use and improvement of each lot is subject to the following Landscape Standards.

6.1 Landscaping Required: As soon as practical following completion of the construction of the Dwelling, but in no event later than the summer immediately following completion of construction, or not later than 18 months from the issuance of a building permit, whichever first occurs, each owner is encouraged to fully landscape his or her lot. The owner may plant lawns, which are encouraged to be pre-grown sod, gardens, plant shrubbery, trees or other ornamental plantings or replace natural species. Front yard landscaping shall include a balance of turf, ground cover, shrubs and trees. Provisions should be made for Spring and Summer seasonal color in the ground covers shrubs and trees.

6.3 Fences: Fencing of lots along the lot line shall be permitted in the Subdivision. The area that may be fenced shall be limited to the side yards and the rear yards of the lots. No fencing shall extend beyond the front plane of any home.

## ARTICLE VII

### OWNER'S MAINTENANCE OBLIGATIONS

8. It is the obligation of each owner to maintain his lot at all times in order to preserve and enhance the enjoyment of the Subdivision:

8.1 Duty to Maintain: It is the obligation of the owner of each lot to maintain his lot and the improvements to the lot in a good state of repair and in an attractive, safe, and healthy condition.

## ARTICLE VIII

### GENERAL PROVISIONS

9. The Covenants, Conditions, and Restrictions contained in this declaration may be enforced as follows:

9.1 Violation deemed a Nuisance: Any violation of these Covenants which is permitted to remain on the property is deemed a nuisance, and is subject to abatement.

a. Any single or continuing violation of the Covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the owner of any lot), by any other owner. In any action brought to enforce these Covenants, the prevailing party shall be entitled to recover as part of its judgment the reasonable costs of enforcement, including attorney's fees and costs of court.

b. Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state or local laws and ordinances for the abatement of nuisances, health and safety, or other matters. These Covenants are to be construed as being in addition to those remedies available at law.

c. The remedies available under this declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

d. The failure to take enforcement action shall not be construed as a waiver of the contents contained in this Declaration in the future or against other similar violations.

9.2 Severability: Each of the Covenants contained in this Declaration shall be independent of the others, and in the event that any one is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining Covenants shall remain in full force and effect.

9.3 Limited Liability: Neither the Declarant, the Trustees, or its individual members, nor any other owner shall have personal liability to any other owner for actions or inactions taken under this Covenants, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority, under these Covenants, and without malice.

9.4 Amendment: At any time while this declaration is in effect, the owners of 55% of the lots may amend the provisions of this declaration. Any amendment must be in writing and be approved by 55% of the owners at the time of the amendment and the consent of the owner of the additional land, if any portion of the additional land has not been subdivided at the time. No such amendment will be binding upon the holder of any mortgage or trust deed unless the holder joins in the amendment. No amendment which limits the rights of the Declarant or its successors in interest to expand the Subdivision or otherwise affects the additional land shall be effective without the written consent of the Declarant or other owner of the additional land.

9.5 Constructive Notice: Every person who owns, occupies, or acquires any right, title or interest in any lot in the subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the

application and enforcement of each of the Covenants, conditions, and Restrictions against his lot, whether or not there is any reference to this Declaration in the instrument by which he acquires his interest in any lot.

9.6 Notices: All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

9.7 Liberal Interpretation: The provisions of this declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Paragraph headings are inserted for convenience only and shall not be considered in interpretation of the provisions. Singular will include plural, and gender is intended to include masculine, feminine and neuter as well.

9.8 Mortgagees Protection Provision: The breach of any of the foregoing covenants shall not defeat or render invalid the lien of any mortgage or deed of trust lien on the Entire Property that is made in good faith and for value, provided, however, that all of the covenants contained herein shall be binding upon and effective against any owner of a lot whose title thereto is acquired by foreclosure, trustee's sale or other foreclosure proceeding, from and after the date of such foreclosure, trustee's sale or other foreclosure proceeding.

Executed on the date stated above.

MZ Enterprises  
A Utah Company

By: \_\_\_\_\_

Craig North

STATE OF UTAH )

.§

County of Davis

On this \_\_\_\_ day of December 15,2020, personally appeared before me, John Nelson, who being by me duly sworn did say that they are the Owner of Psion Homes, a Utah Company, and that the within and foregoing instrument was signed on behalf of said Utah Corporation by authority of a resolution of its board of directors and said John Nelson duly acknowledged to me that said Utah Corporation executed the same.

\_\_\_\_\_

Notary Public

Residing

at:

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

Exhibit "D-2"

Preliminary Design Renderings



Exhibit "E"

Unit Count - The total unit count of Fifty-Seven (58) dwelling units has been calculated using the following bonus density:

CALCULATION		
BASE DENSITY (Total Acreage/40,000 sq ft lots)	37.057 Acres	40.355 UNITS
OPEN SPACE BONUS	34.72% x Base Density	14.01 UNITS
ENERGY EFFICIENCY	10% x Base Density	3.7 UNITS
TOTAL UNITS ALLOWED	40.35+14.01+3.7=58.06	58 UNITS

DRAFT

Ensign Engineering

May 1, 2024

Harrisville Fields Subdivision

Job no. 11293

**Harrisville Fields Land Calculations Total Land Area = 37.057 Acres**

**Phase 1 Total 11.388 Acres**

28 Private Lots	8.100 Acres
Public Streets	3.098 Acres
Open Space	0.190 Acres

**Phase 2 Total 25.669 Acres**

30 Private Lots	8.721 Acres
Public Streets	4.270 Acres
Open Space	12.678 Acres

**Open Space Phase 2 Total 12.678 Acres**

Regional Pond	2.360 Acres
Wetlands	3.551 Acres
Common Area	6.767 Acres

**Phase 2 Wetlands to be Reclaimed Total 0.403 Acres**

Inside Private Lots	0.216 Acres
Inside Private Streets	0.085 Acres
Inside Common Open Space	0.094 Acres







I (We), NANCY STEPHENSON, depose and say that I (We) am (are) the owner(s)\* of the property identified in the Harrisville Fields (parcel 113780001) application and that the statements herein contained and the information provided in the plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Nancy Stephenson  
(Property Owner) \_\_\_\_\_ (Property Owner)

\_\_\_\_\_  
(Authorized Agent)

---

#### AGENT AUTHORIZATION

I (We), NANCY STEPHENSON, the owner(s) of the real property described in the Harrisville Fields (parcel 113780001) application, do authorize as my (our) agent(s) Craig North to represent me (us) regarding the Subdivision application and to appear on my (our) behalf before any City Boards considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Nancy Stephenson  
(Property Owner) \_\_\_\_\_ (Property Owner)

\_\_\_\_\_  
(Authorized Agent)

I (We), Daniel Pautz & Dario Perovich, depose and say that I (We) am (are) the owner(s)\* of a property identified in the Harrisville Fields (parcel 113780002) application and that the statements herein contained and the information provided in the plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

*Daniel Pautz*

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

*Craig North*

\_\_\_\_\_  
(Authorized Agent)

=====

**AGENT AUTHORIZATION**

I (We), Daniel Pautz & Dario Perovich, the owner(s) of real property described in the Harrisville Fields (parcel 113780002) application, do authorize as my (our) agent(s) Craig North to represent me (us) regarding the Subdivision application and to appear on my (our) behalf before any City Boards considering this application and to act in all respects as our agent in matters pertaining to the attached application.

*Daniel Pautz*

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

*Craig North*

\_\_\_\_\_  
(Authorized Agent)



# HARRISVILLE CITY

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

PLANNING  
COMMISSION:

Kevin Shakespeare  
Nathan Averill  
Chad Holbrook  
Brenda Nelson  
Bill Smith  
Brad Elmer

## Staff Report

Conditional Use Permit Application  
Home Occupation  
May 1, 2024

To: Harrisville Planning Commission  
From: Jennie Knight, City Administrator  
RE: Conditional Use Permit #143 – Home Occupation  
Parcels: 17-123-0016  
Address: 2264 N 600 W, Harrisville UT 84414

### A. Summary and Background.

On April 21, 2024 an application was received for a Conditional Use Permit for a Home Occupation at approximately 2264 N 600 W, Harrisville, which is zoned R-1-10. In accordance with Harrisville Municipal Code 11.10.020(9)(a) a conditional use permit is required for visiting clientele. The application is for a Preschool for up to 10 children for two preschool sessions twice a week on Tuesdays and Thursdays. Preschool hours will be an AM session from 9:15-11:45 am and a PM session from 12:15-2:45pm.

### B. Analysis.

Analysis of the application with regard to the Municipal Code is as follows:

#### 1. HCMC §11.18.050 Basis For Issuance of Conditional Use Permit.

1. 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:

a. The location of parking lots, access ways, delivery areas and onsite 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;

b. 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:

i. 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;

- ii. parking locations and size and if they encourage street side parking and walking to the proposed use which impacts adjacent land uses; and
- iii. hours of peak land use creating traffic volumes at times of the day or night that would impact the surrounding uses.

- c. 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;
- d. 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;
- e. 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
- f. The location of exterior lighting and signage will not be directed to or impact adjacent residential uses.

2. 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;
3. That the proposed location does not have any unresolved actual or alleged violations of the municipal code.
4. That the proposed use conforms to the goals, policies and governing principles and land use of the Master Plan for Harrisville City.
5. 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.

**2. HCMC § 11.10.020(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 anyone 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 have 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 predominately 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.***

***p. Notwithstanding the provisions of this section, the following are not considered home occupations requiring a permit or license:***

***i. Typical and occasional babysitting.***

***ii. Neighborhood yard care.***

***iii. Lemonade stands and similar stands operated by youth.***

***iv. Newspaper, delivery and other such services.***

***v. Occasional garage or yard sales not to exceed four (4) times per year, per residence.***

**C. Conditions.**

1. Compliance with Harrisville Municipal Code including HCMC §11.10.020(9) and all other staff or agency comments.

**D. Recommendation.**

Staff recommends approving the conditional use permit based on compliance with Harrisville Municipal Code subject to the outlined conditions in this report being met.



Conditional Use Application

Date / Time

04/21/2024

Phone Number

8016901565

Applicant's Address

2264 N 600 W

State

UT

Property Owner's Name

Mitchell and Chelsy Shelton

Present Zoning of Property

Full Name

Chelsy Shelton

Email Address

chelsyshelton15@gmail.com

City

Harrisville

Zip Code

84414

Harrisville Property Address

2264 N 600 W Harrisville, UT 84414

List any conditional uses previously granted for this property and the date they were approved:

None

Applicant's Signature

Please describe the proposed conditional use or uses for the property:

I am opening an in home preschool in my basement living room space. I graduated in elementary education with an emphasis in English as a second language (ESL) from Weber State University in 2014. I always dreamt of opening a preschool. My husband and I recently purchased a home and there is room for our growing family and to start my preschool. The classes would be held for 2 1/2 hours, Tuesday and Thursday. One class from 9:15-11:45 and the second from 12:15-2:45. The students would range from 3-5 year olds with maximum of 10 students per class. Parents would be expected to park on either side of 600 W and walk to the front of my house to drop off or pick up their child for safety.

Property Owner Signature and Authorization (If you are not the property owner, please upload a signed letter from the property owner giving authorization to process this conditional use permit with Harrisville City)

Harrisville City Municipal Code §11.18.030

Detailed location, Site, and/or Building Plan

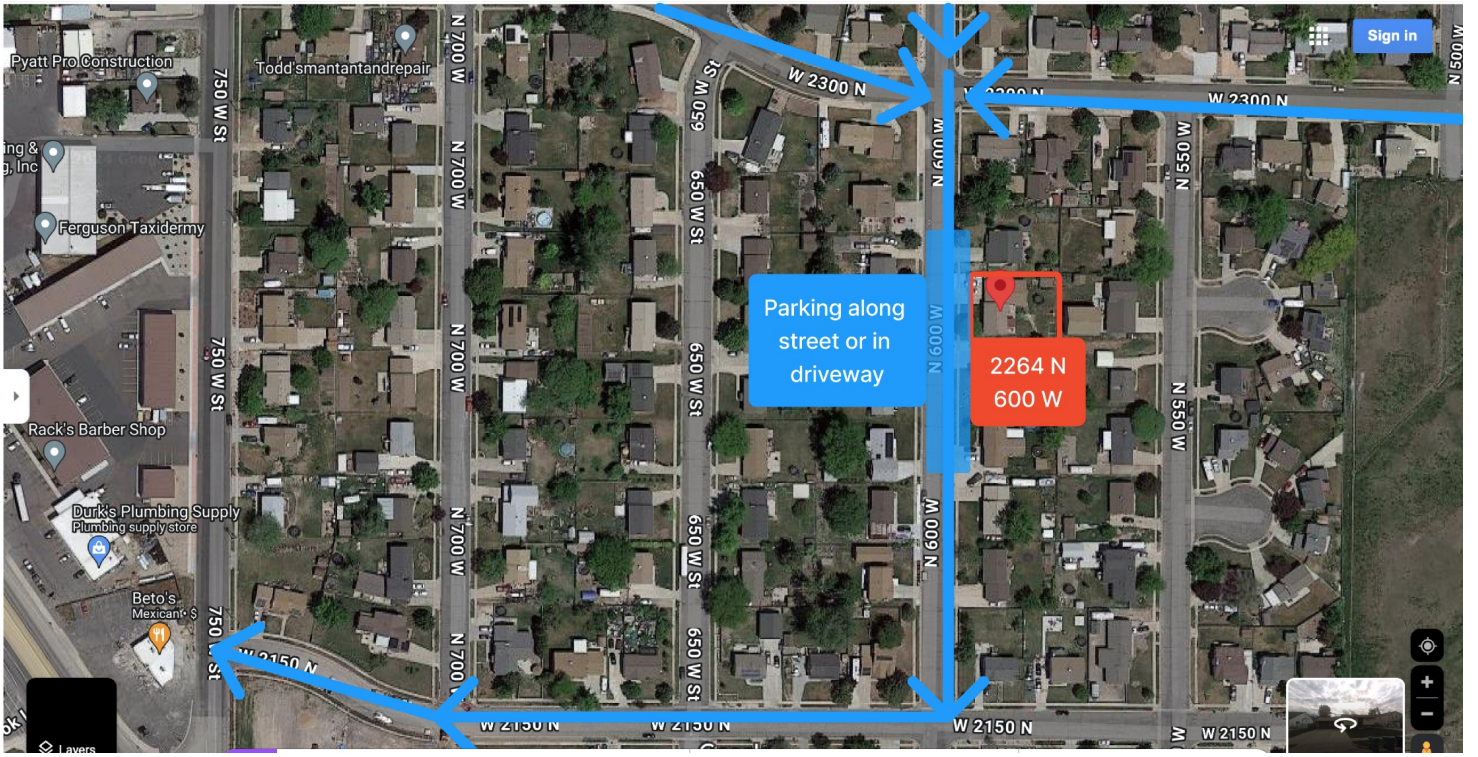
See attached: Screen Shot 2024-04-21 at 6.32.37 PM.png

Customers Information

Company Name

Received from: /environmental/customers/show?id=9





# MEMORANDUM



CONSULTING ENGINEERS

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TO: Harrisville City Planning Commission  
FROM: Matt Robertson, City Engineer  
**RE: SUMMIT VIEW SUBDIVISION PHASE 1  
Preliminary Plat Submittal**  
Date: May 6, 2024

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Our office has completed a review of the preliminary subdivision plat for the referenced development located in the residential mixed-use zone located at approximately 125 West 1100 North. This first phase of the development will construct 17 townhome units, 6 single-family units and includes the construction of the main public roadway through the property and stubs for future street connections.

We have reviewed the preliminary plat and have made comments on the plat that will need to be resolved with the City's Administrative Land Use Authority prior to final approval. We recommend preliminary approval of the plat at this time with the following comments to be completely addressed prior to final approval:

1. Submit the plat to the Weber County Surveyor's Office for review and receive approval of the plat from their office. Include a signature block for them on the plat.
2. Address all red-line comments provided by our office on the preliminary plat.
3. Include any required easements for drainage, sewer, irrigation, etc. on the plat.
4. The stub roads that run east and west intersect the main road at less of an angle than the city standard. Fix the angle of the road connection or obtain approval for this variance from the Administrative Land Use Authority.
5. Obtain approval from North View Fire District for the turnaround area at the west end.
6. Provide lot addresses on the plat as provided by our office.

The comments listed in this memo and on the submitted plat are for the preliminary plat review only and additional comments and requirements will be provided as necessary on the final plat and improvement drawings as the Developer works with the City toward final approval. Please let me know if you have any questions.



# Summit View Subdivision - Phase 1

A part of the Southwest Quarter of Section 5, T6N, R1W, SLB&M, U.S. Survey

HARRISVILLE CITY, Weber County, Utah

February 2024

## SURVEYOR'S CERTIFICATE

I, Andy Hubbard, do hereby certify that I am a Professional Land Surveyor in the State of Utah, and that I hold License No. 6242920 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act. I also certify that I have completed a survey of the property described herein in accordance with Section 17-23-17 and that I have verified all measurements shown hereon this plat of Summit View Subdivision - Phase 1, in Weber County, Utah and that it has been correctly drawn to the designated scale and is a true and correct representation of the following description of lands included in said subdivision, based on data compiled from records in the Weber County Recorder's Office. Monuments have been found or placed as represented on this plat. I furthermore certify that all lots within this Subdivision hereby meet all current lot width and area requirements of the Weber County Zoning Ordinance.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

6242920 License No. Andy Hubbard

## ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Galde McCombs - JLM Development Apricot, LLC. Residing At: \_\_\_\_\_ A Notary Public commissioned in Utah. Commission Number: \_\_\_\_\_ Commission Expires: \_\_\_\_\_ Print Name

## WEBER COUNTY PLANNING COMMISSION APPROVAL

This is to certify that this subdivision plat was duly approved by the Weber County Planning Commission. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Chairman, Weber County Planning Commission

## WEBER COUNTY ENGINEER

I hereby certify that the required public improvement standards and drawings for this subdivision conform with County standards and the amount of the financial guarantee is sufficient for the installation of these improvements.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Weber County Engineer

## WEBER COUNTY ATTORNEY

I have examined the financial guarantee and other documents associated with this subdivision plat, and in my opinion they conform with the County Ordinance applicable thereto and now in force and effect. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Weber County Attorney

## WEBER COUNTY SURVEYOR

I hereby certify that the Weber County Surveyor's Office has reviewed this plat and all conditions for approval by this office has been satisfied. The approval for this plat by the Weber County Surveyor does not relieve the Licensed Land Surveyor who executed this plat from the responsibilities and/or liabilities associated therewith.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Weber County Surveyor

## WEBER COUNTY COMMISSION ACCEPTANCE

This is to certify that this subdivision plat, the dedication of streets and other public ways and financial guarantee of public improvements associated with this subdivision, thereon are hereby approved and accepted by the Commissioners of Weber County, Utah this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY COUNCIL AND MAYOR

Chairman, Weber County Commission

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

Sheet 1 of 1

WEBER COUNTY RECORDER  
ENTRY NO. \_\_\_\_\_ FEE PAID  
RECORDED \_\_\_\_\_ FILED FOR RECORD AND  
RECORDS, PAGE \_\_\_\_\_ OF OFFICIAL  
RECORDS, PAGE \_\_\_\_\_ RECORDED FOR  
BY: \_\_\_\_\_ DEPUTY



VICINITY MAP  
Not to Scale

ERROR North Quarter Corner of Section 8, T6N, R2E, SLB&M

MISSING PLAT NOTES. INCLUDE NOTE ABOUT RESTRICTED LOTS PER 8.07.010 OF THE CITY CODE

ERROR SECTION 8

CONTAINING XXXX.XX SF OR XX.XX ACRES

DIXON CREEK EASEMENT

IRRIGATION OUTFALL EASEMENT

SHOW BUILDABLE AREA ON THE LOTS?

FIX ROAD CONNECTION ANGLE TO CITY STANDARD (90-DEG PREFERRED, 80-DEG ALLOWED)

Remainder Parcel: Wahlen Acres LLC 11-033-0087

EXTEND PHASE 1 ROADWAY SUFFICIENT LENGTH TO PROVIDE APPROVED FIRE CODE HAMMERHEAD TURNAROUND AREA (SHOW TURNAROUND AREA ON THE PLAT)

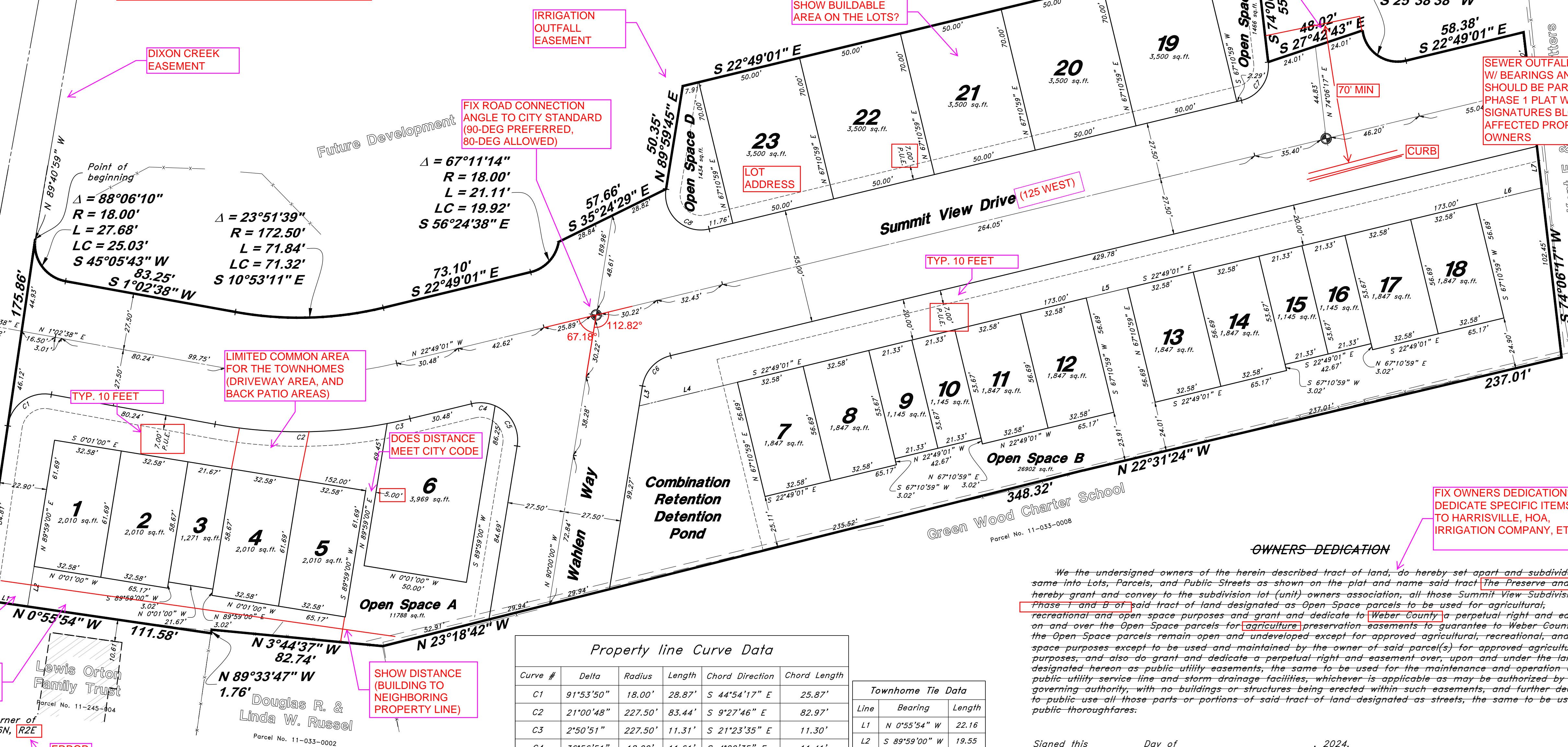
IRRIGATION EASEMENT

ERROR

SEWER OUTFALL EASEMENT W/ BEARINGS AND DISTANCES SHOULD BE PART OF THE PHASE 1 PLAT WITH APPROVAL SIGNATURES BLOCKS FOR THE AFFECTED PROPERTY OWNERS

FIX OWNERS DEDICATION? DEDICATE SPECIFIC ITEMS TO HARRISVILLE, HOA, IRRIGATION COMPANY, ETC.

**BOUNDARY DESCRIPTION**  
A part of the Southwest Quarter of Section 5, Township 6 North, Range 1 West Salt Lake Base and Meridian  
Beginning at a point 13.22 feet South 0°18'56" West and 447.83 feet North 89°40'59" West from the North Quarter Corner of Section 8, Township 6 North, Range 1 West Salt Lake Base and Meridian, Weber County, Utah, and running thence along a Southeasterly arc of a 18 foot radius curve to the left a distance of 27.68 feet (Central Angle equals 88°06'10" and Long Chord bears South 45°05'43" West 25.03 feet) to a point of tangency; thence South 01°02'38" West 83.25 feet to a point of tangent curvature; thence Southeasterly along the arc of a 172.5 foot radius curve to the left a distance of 71.84 feet (Central Angle equals 23°51'39" and Long Chord bears South 10°53'11" East 71.32 feet) to a point of tangency; thence South 22°49'01" East 73.10 feet to a point of tangent curvature; thence Southeasterly along the arc of a 18 foot radius curve to the left a distance of 21.11 feet (Central angle equals 67°11'14" and Long Chord bears South 56°24'38" East 19.92 feet) to a point of non-tangency; thence South 35°24'29" East 58.38 feet; thence North 89°59'45" East 50.35 feet; thence South 22°49'01" East 283.76 feet; thence South 74°06'17" West 55.45 feet; thence South 27°42'43" East 48.02 feet to a point of non-tangent curvature; thence Southwesterly along the arc of a 17 foot radius curve to the left a distance of 28.76 feet (Central Angle equals 96°55'18" and Long Chord bears South 25°38'38" West 25.45 feet) to a point of tangency; thence South 22°49'01" East 58.38 feet; thence South 74°06'17" West for 157.86 feet; thence North 22°31'24" West for 237.01 feet; thence North 23°18'42" West for 348.32 feet; thence North 03°44'37" West for 82.74 feet; thence North 89°33'47" West for 1.76 feet; thence North 00°55'54" West for 111.58 feet; thence North 89°08'48" East 175.86 feet to the Point of Beginning.



Property line Curve Data

Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C1	91°53'50"	18.00'	28.87'	S 44°54'17" E	25.87'
C2	21°00'48"	227.50'	83.44'	S 9°27'46" E	82.97'
C3	2°50'51"	227.50'	11.31'	S 21°23'35" E	11.30'
C4	36°56'51"	18.00'	11.61'	S 4°20'35" E	11.41'
C5	75°51'56"	18.00'	23.83'	S 52°03'48" W	22.13'
C6	67°10'59"	18.00'	21.10'	S 56°24'30" E	19.92'
C7	83°04'42"	17.00'	24.65'	N 64°21'22" W	22.55'
C8	112°48'46"	17.00'	33.47'	N 33°35'22" E	28.32'

Townhome Tie Data

Line	Bearing	Length
L1	N 0°55'54" W	22.16
L2	S 88°59'00" W	19.55
L3	N 90°00'00" E	9.74
L4	N 22°49'01" W	48.72
L5	S 22°49'01" E	20.54
L6	S 22°49'01" E	32.46
L7	N 74°06'17" E	20.15

Center line Curve Data

Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C100	23°51'39"	200.00'	83.29'	N 10°53'11" W	82.69'

Signed this \_\_\_\_\_ Day of \_\_\_\_\_, 2024.

JLM Development Apricot, LLC

Galde McCombs - Owner

ENGINEER/SURVEYOR:  
Great Basin Engineering, Inc.  
c/o Andy Hubbard  
5746 South 1475 East Suite 200  
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(801) 394-4515

DEVELOPER:  
Galde McCombs  
JLM Development Apricot, LLC  
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NOT FOR RECORDING