

WHEN RECORDED RETURN TO:

Fieldstone Homes

Randy Smith

12896 S Pony Express Road #400

Draper Utah 84020

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

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

RECITALS

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

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

AGREEMENT

1. Interpretation. Whenever in this Agreement:

- 1.1. the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;
- 1.2. there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;
- 1.3. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and
- 1.4. there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

2. Zoning & Vesting.

- 2.1. Upon adoption of this Agreement by City, the Property will vest as to the City ordinances in place as of the Effective Date, including the existing zoning designation of the Property, the provisions of this Agreement, and the Concept Plan, all without further action or approval by City. City acknowledges that approval of this Agreement includes approval of the Concept Plan, and developer is vested in the right to develop the Project in substantial conformance with the Concept Plan and existing City ordinances.
- 2.2. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights and pursuant to Utah Code § 10-20-902. To the extent this Agreement and Concept Plan conflict with City ordinances, the terms of this Agreement and Concept Plan shall control, those terms having received legislative approval by City. Nothing in this Agreement shall be interpreted to deprive City of its legislative authority nor interfere with a City’s police power.

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

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

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

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

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

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

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

3. Development Standards.

3.1. The development standards governing the Project — including minimum lot area, lot width and frontage, front, side, and rear yard setbacks, building height, lot coverage, and street cross-sections and roadway design — are established exclusively by the Concept Plan and by the lot typical and roadway section drawings attached hereto as part of Exhibit B, which together constitute the complete and exclusive development standards for the Project.

3.2. To the extent any standard established by the Concept Plan or Exhibit B conflicts with or differs from any dimensional, design, or improvement standard of the Property’s underlying zone or any other City ordinance, the standard established by the Concept Plan and Exhibit B shall control, City having granted legislative approval of such standards through its approval of this Agreement.

- 3.3. Modifications to the layout that remain consistent with the lot configuration and development standards established by the Concept Plan and Exhibit B shall not be considered material modifications, shall not require amendment of this Agreement, and may be approved by City staff.
- 3.4. Land uses in the Project will be residential.
- 3.5. The existing single family dwelling located on the Property (the “Existing Home”) shall remain and shall be situated on a lot as generally depicted on the Concept Plan. The Existing Home, and the lot on which it is situated, are hereby approved as conforming to this Agreement and the Concept Plan, and neither shall be deemed nonconforming or a nonconforming use or structure by reason of lot area, lot width or frontage, setbacks, building placement, or any other dimensional or design standard of the underlying zone.

4. Approval Procedures.

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

5. Phasing and System Infrastructure.

- 5.1. Developer may, but is not obligated to, develop the Project in phases. Developer reserves discretion to determine when to develop a particular portion or phase of the Property based upon Developer’s business judgment, provided that phasing shall follow a logical path allowing for continuity and infrastructure connection between phases.
- 5.2. Developer shall design and construct all system infrastructure, including roads, water, sewer, and storm water, in accordance with City infrastructure and public works standards, except for the following exceptions, which are expressly approved by the City:
 - 5.2.1. The roadway section included in Exhibit B, which governs the design, dimensions, and construction of all streets within the Project in lieu of the corresponding City standard street cross-section, as established under Section 3 (Development Standards).

- 5.3. Developer shall be responsible for installation of system improvements and if appropriate, dedication thereof to the public. To the extent that such improvements go beyond the Project's proportionate impact, the City shall assist Developer in obtaining reimbursement from subsequent users, or provide credit for costs or fees to Developer for such facilities as required by the rough proportionality test found in Utah State Law, Utah Code 10-20-911, and in the Nollan/Dolan line of United States Supreme Court cases.
- 5.4. The City shall not require the Developer to "upscale" any improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless suitable arrangements are made in advance for reimbursement to Developer for costs beyond Developer's proportionate share.

6. Default.

- 6.1. If Developer, a Sub-developer, or a City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party. If a City believes that the Default has been committed by a Sub-developer, then that City shall also provide a courtesy copy of the Notice to Developer.
- 6.2. The Notice of Default shall:
 - 6.2.1. Specify the claimed event of Default;
 - 6.2.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;
 - 6.2.3. Identify why the Default is claimed to be material;
 - 6.2.4. Propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.
- 6.3. If the Parties are not able to resolve the Default, then the Parties have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
- 6.4. The Party prevailing in any action arising from an uncured Default, or in any dispute concerning the meaning or interpretation of any provision of this Agreement, shall be awarded its reasonable and actual costs and expenses incurred in enforcing or establishing its rights hereunder, including court costs and reasonable attorney fees.
- 6.5. If a Default remains uncured following the applicable cure period, the Party asserting Default may provide Notice of its intent to pursue remedies under this Agreement, including termination. If the City elects to consider termination of this Agreement, the matter shall be scheduled for consideration and review by the City's legislative body at a duly noticed public meeting, and the Party allegedly in Default

shall have the right to attend and to offer written and oral evidence prior to or at such meeting.

- 6.6. If the City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written Notice of termination of this Agreement to Developer by certified mail, and this Agreement shall thereafter be terminated.
- 6.7. If any Default cannot reasonably be cured within sixty (60) days, the defaulting Party shall not be deemed in Default so long as it commences cure within the sixty (60) day period and thereafter diligently pursues such cure to completion.
- 6.8. A default of any obligations assumed by an assignee or Sub-developer shall not be deemed a default of Developer.
- 6.9. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing either by certified mail, hand delivery, overnight courier service, or email to the following addresses:

To Developer:

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

With a copy to:

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

To City:

With a copy to:

- 6.10. Notwithstanding the termination of this Agreement for any reason, any applications, development entitlements, approvals, or improvements, on any portion of the Property in accordance with this Agreement and the Concept Plan (“Development Activities”) shall remain fully vested under this Agreement, and the fee owner of the parcels on which such Development Activities pertain shall be entitled to continue the Development Activities on its parcel in accordance herewith.

7. Assignability.

- 7.1. Developer may elect to sell one or more portions of the Project to a sub-developer (“Sub-developer”). Any portion of the Property (each a “Portion”) sold by Developer to a Sub-developer shall include the transfer of the right and obligation to develop such Portion in accordance with this Agreement and the Concept Plan.
- 7.2. The rights and responsibilities of Developer hereunder may be assigned in whole or in part, by Developer. Developer shall give the City Notice of any assignment within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party. Developer’s assignment of all or any part of the Developer’s rights and responsibilities hereunder to any entity not “related” to Developer (as defined by regulations of the Internal Revenue Service in Section 165), shall be subject to the City’s approval, which shall not be unreasonably withheld, conditioned or delayed. Unless the City objects in writing within twenty (20) business days of Notice, the City shall be deemed to have approved of and consented to the assignment.
- 7.3. If any proposed assignment is for less than all of Developer’s rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations that are assigned.
- 7.4. Any assignee of all or any part of Developer’s rights and responsibilities under this Agreement shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment. Any assignee is required to consult and participate in a pre-construction meeting requested by any of the City.

8. General Provisions.

- 8.1. This Agreement begins on the Effective Date and will run with the land.
- 8.2. This Agreement has been drafted by legal counsel for the Developer and the City, and no presumption or rule that ambiguities shall be against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

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

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

[Signature Page Follows]

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

DEVELOPER:

Fieldstone Land Investors LLC,
a Utah limited liability company

By: _____
Name:
Its: *Manager*

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF _____)

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

NOTARY PUBLIC

Approved as to form and legality:

City Attorney

Attest:

City Recorder

HARRISVILLE CITY,

a Utah political subdivision

By: _____

Name: _____

Its: _____

DRAFT

EXHIBIT A

LEGAL DESCRIPTION

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

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

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

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

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

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

Contains: 216,248 square feet or 4.964 acres.

EXHIBIT B

CONCEPT PLAN, LOT TYPICAL, AND ROADWAY SECTION

DRAFT