



**Wednesday, February 25, 2026
Development Review Committee**

DEVELOPMENT REVIEW COMMITTEE AGENDA

PUBLIC NOTICE is hereby given that the Development Review Committee of Spanish Fork, Utah, will hold a regular meeting at the City Council Chambers at Library Hall, 80 South Main Street, Second Floor, Spanish Fork, Utah, commencing at 10:00 a.m. This meeting is not available to attend virtually.

1. Approval of Minutes

A. February 18, 2026.

2. Site Plan

A. CANYON COURT COMMERCIAL (LOTS 5 & 6). This proposal involves development of two commercial lots located at 2725 East 400 North.

3. Preliminary Plat

A. TIETJEN SUBDIVISION (AGREEMENT). This proposal includes approval of a Preliminary Plat for a standard residential subdivision with 11 lots located at 2850 East 700 South.

B. THE VILLAS AT ANNIE'S ACRES SUBDIVISION AMENDED. This proposal involves amended approval for a Preliminary Plat with the Master Planned Development Overlay with 111 units located at 1172 South Bradford Lane.

4. Zone Change

A. THE VILLAS AT ANNIE'S ACRES ZONE CHANGE. This proposal involves changing the zoning of a property from R-R to R-1-6 with the Master Planned Development Overlay to accommodate a residential subdivision located at 1172 South Bradford Lane.

5. Title 15 Amendment

A. TITLE 15 REIMBURSABLE PROJECTS - IMPACT FEE DEADLINE UPDATE. This proposal involves updating Title 15.4.12.070 Reimbursable Projects to include a deadline for submitting impact fee reimbursements

B. TITLE 15 AMENDMENTS. This proposal includes various changes being made to Title 15 Land Use.

6. Adjourn

End

Draft Minutes
Spanish Fork City Development Review Committee
80 South Main Street
Spanish Fork, Utah
February, 18 2026

Staff Members Present: Cory Pierce, Public Works Director; Seth Perrins, City Manager; Dave Anderson, Community Development Director; Brandon Snyder, Senior Planner; David Mann, Senior Planner; Kasey Woodard, Community Development Secretary; Ian Bunker, Associate Planner; Vaughn Pickell, City Attorney; Joshua Nielsen, Assistant City Attorney; Byron Haslam, Assistant City Engineer; Josh Wagstaff, Assistant City Engineer; Marcie Clark, Engineering Department Secretary; Jered Johnson, Engineering Division Manager; Jared Bartel, Information Systems Director Kevin Taylor, Senior Power Utility Planner; Jake Theurer, Power and Light Superintendent; Bart Morrill, Parks Maintenance Supervisor; Bryton Shepherd, Landscape Architect; Jason Turner, Fire Marshal; Dillon Muirbrook, Traffic Engineer; Travis Warren, City Surveyor.

Citizens Present: Ryan Livingston, Brody Horton, Skyler Wilcox.

Cory Peirce called the meeting to order at 10:00 a.m.

MINUTES

January 21, 2026

January 28, 2026

Jake Theurer moved to approve the minutes of January 21 and January 28, 2026.

Vaughn Pickell seconded and the motion **passed** all in favor.

MINOR PLAT AMENDMENT

OAKRIDGE COVE PLAT G AMENDMENT

Ian Bunker began his presentation by explaining that the proposal is straightforward in nature. He stated that the subject property was originally comprised of two separate

parcels, Lots 46 and 47, and that the current request is to combine them into a single lot. He reviewed the lot sizes and location and noted that the plat identifies a scenic easement, which designates an unbuildable area. He also indicated that the Engineering and Building Departments may have additional considerations related to the easement. Staff is recommending approval of the proposal based on the findings, contingent upon the applicant addressing the remaining redlines.

Josh Wagstaff reported that the Engineering Department has no outstanding concerns. He noted there had been prior discussion regarding the hillside development requirements; however, an analysis was completed and confirmed that the proposed home location complies with applicable requirements. He confirmed that Engineering has no remaining redlines.

The discussion concluded with a question from Cory Pierce regarding the existing utilities. It was clarified that the water meter will be abandoned at the main line, and the sewer connection will be capped at the corner.

Dave Anderson **moved** to approve the proposed Oakridge Cove Plat G Amendment Minor Plat Amendment based on the following finding and subject to the following conditions:

Finding:

1. That the proposal conforms to the City's General Plan Land Use Designation Map and Zoning Map.

Conditions:

1. That the Applicant meets the City's development and construction standards, zoning requirements and other applicable City ordinances.
2. That all remaining redlines are addressed.

Jered Johnson **seconded** and the motion **passed** all in favor.

CONCEPT REVIEW

MEADOW LANE TOWNHOMES CONCEPT

Ryan Livingston, the applicant, was present to discuss the proposal. He explained that the subject property is approximately two acres in size and contains existing powerlines that run through the parcel. As a result, the buildable portion of the lot is approximately 0.77 acres. Mr. Livingston stated that the property is currently zoned R-1-6 and that he is requesting a zone change to R-3 to allow for the development of townhomes. He

indicated that he is proposing to construct ten townhomes on the site and briefly mentioned the potential for a future road connection to the south.

Cory Pierce commented that the current site plan includes private roadways with widths that do not meet City standards.

Josh Wagstaff added that review comments have been provided noting that private roads are not permitted under current City regulations. He also stated that the proposal would need to incorporate an adequate turnaround area to meet Fire and EMS access requirements.

Mr. Livingston responded that the private road was intended to serve only the two southernmost townhomes and was envisioned more as a driveway; however, he acknowledged uncertainty as to whether that distinction would make a difference in meeting City standards.

Mr. Wagstaff noted that, as depicted on the plan, the roadway appears to be stubbed to the south, suggesting a future connection. It was further discussed that the future development of the property to the south remains unknown at this time.

Seth Perrins inquired whether the proposal was intended as a continuation of the existing development. Mr. Livingston clarified that he is a different property owner but is attempting to design the project to complement the surrounding neighborhood.

Mr. Perrins confirmed that the proposed development would not be incorporated into the existing HOA and would likely have a different appearance from the surrounding subdivision.

Mr. Pierce briefly discussed local road connections and cross-section requirements.

Mr. Perrins observed that the property presents unique challenges, which may explain why it has not yet been developed. He acknowledged that a creative approach will be necessary, particularly given that a significant portion of the property is encumbered by powerline easements. He reiterated that private roads are not permitted and noted that the area may currently be serviced by an existing HOA. He asked whether the applicant had explored the possibility of the development being incorporated into that HOA in the future. Mr. Livingston stated that he was unsure of the feasibility but would reach out to the existing HOA to inquire.

Mr. Livingston acknowledged the development constraints posed by the powerlines and asked the Committee whether there were alternative development concepts that might be more suitable for the parcel.

Ian Bunker mentioned that a previous concept had been discussed for this property, but the development challenges proved too significant, and the prior applicant chose not to pursue the project further. Mr. Livingston added that the previous applicant had attempted to acquire additional property from the neighboring Forbush owners, but that offer was declined, which ultimately led to the withdrawal of that proposal.

Staff discussed potential site layout options, including parking configurations beneath the powerlines. Jason Turner emphasized the need to provide compliant fire access and an appropriate turnaround area for emergency services.

Dave Anderson expressed difficulty envisioning ten townhomes on the site, noting that the proposal feels disconnected from the surrounding subdivision. He questioned whether this is the appropriate time to rezone and develop the property and whether the proposed density is suitable. While he appreciated the effort and thought put into the concept and expressed a desire to see the property improved in the future, he suggested that development might be more feasible if coordinated with potential future development of the adjacent Forbush property. He stated that, in its current form, in his opinion, the concept does not appear to work.

Mr. Perrins agreed that development will be challenging without a road connection to the adjacent property and with more than half of the site constrained by the powerline easement. He asked whether the parcel had originally been part of the larger Meadow Creek Ridge development but left undeveloped. Mr. Pierce confirmed that it had, explaining that the Forbush family chose to retain their home in the center of the area.

Mr. Livingston again asked whether staff could envision an alternative product type that might be more appropriate for the site. Mr. Pierce indicated that he agreed with Mr. Anderson's assessment that the property would be difficult to develop as a standalone project. He also concurred with Mr. Perrins that any future development should blend more seamlessly with the adjacent subdivision, while acknowledging the significant constraints associated with the parcel.

The discussion concluded with Mr. Perrins expressing his view that the property would likely be best developed in a manner more consistent with the surrounding neighborhood. He suggested revisiting the road layout and potentially reducing the number of units to create a development that feels like a natural continuation of the existing subdivision in terms of road structure and overall design. While uncertain how helpful his comments might be, he stated that this represented his best recommendation to the applicant at this time.

DISCUSSION

90% PARK PLAN SUNSET RIDGE

Bryton Shepherd presented a 90% plan proposal for a new city park, providing additional detail from the concept previously discussed in fall 2025.

Seth Perrins asked whether parking would be permitted on both sides of the road, and it was confirmed that on-street parking would be allowed on each side.

Cory Pierce inquired about the proposed trail and sidewalk layout. Mr. Shepherd explained that the plan includes a ten-foot-wide trail, along with a five-foot sidewalk located beneath the trees. He noted that this configuration will be more clearly illustrated on the formal site plan.

Brandon Snyder expressed that the proposal looks well done and thoughtfully designed. He reminded Mr. Shepherd that building and fencing permits will be required prior to construction. Mr. Shepherd acknowledged this requirement.

Staff discussed the proposed location, width, and length of the sidewalk and trail in greater detail. Mr. Perrins commented that sidewalks are often used to clearly delineate the right-of-way and provide continuous pedestrian access. He expressed concern that incorporating a sidewalk, greenspace, and trail in close proximity could reduce the effectiveness of the greenspace if the sidewalk is situated in the middle. He suggested relocating the sidewalk farther back to allow additional space for the trees.

Further discussion followed regarding the layout. It was suggested that the sidewalk beneath the trees be removed, the park strip widened, and the trail expanded from ten feet to twelve feet in width to better accommodate use.

The Committee engaged in extended discussion regarding the dimensions of the trail and park strip, as well as the overall sidewalk placement. The conversation then shifted to the proposed sports courts. It was asked whether the pickleball courts would be oriented in a specific direction, and it was confirmed that they are planned to run north-south.

Cory Pierce also inquired about ADA-compliant parking. It was noted that ADA parking spaces will be provided along the street to allow access to the park, though not necessarily for street crossing. Staff discussed ADA requirements and indicated that additional research may be needed to ensure full compliance. The need for an accessible ramp and properly marked stall was also discussed.

As the meeting concluded, staff shared additional ideas regarding the park's overall potential and functionality.

Mr. Shepherd indicated that he would consider the Committee's feedback and may prepare a high-level revised concept for further discussion at a future meeting.

Finally, Mr. Perrins asked about the proposed fencing material. Mr. Shepherd stated that a four-foot chain link fence is planned around the perimeter of the park.

UDOT PARCELS

Dave Anderson moved to table this discussion indefinitely.

Seth Perrins moved to adjourn the meeting at 10:45 a.m.

Adopted:

Kasey Woodard
Community Development Division
Secretary



Canyon Court Lots 5 & 6
Site Plan
2725 East 400 North
2.33 acres
C-2 Zone
Commercial General Plan Designation



PROPOSAL

The Applicant applied for Site Plan approval to construct three multi-tenant commercial buildings on lots 5 and 6 of the Canyon Court Plat A subdivision. A total of 14 units are shown within the three buildings, with one building surrounded by a drive through lane. Based on the parking requirement for Retail/Shopping Center, the plan meets the required 84 stalls,

The Applicant has recently corresponded with Engineering to address redline comments about the SWPPP, utility connections, and storm water drainage. Further discussion may be required to ensure requirements are met.

STAFF RECOMMENDATION

That the proposed Canyon Court Lots 5 & 6 Site Plan be approved based on the following finding and subject to the following conditions:

Finding

1. That the proposal conforms to the City's General Plan Designation and Zoning Map.

Conditions

1. That the Applicant meets the City's development and construction standards and other applicable City ordinances.
2. That any remaining redlines are addressed prior to a building permit being issued.

EXHIBITS

1. Area Maps
2. Site Plan
3. Landscape Plan
4. Building Elevations

EXHIBIT 1

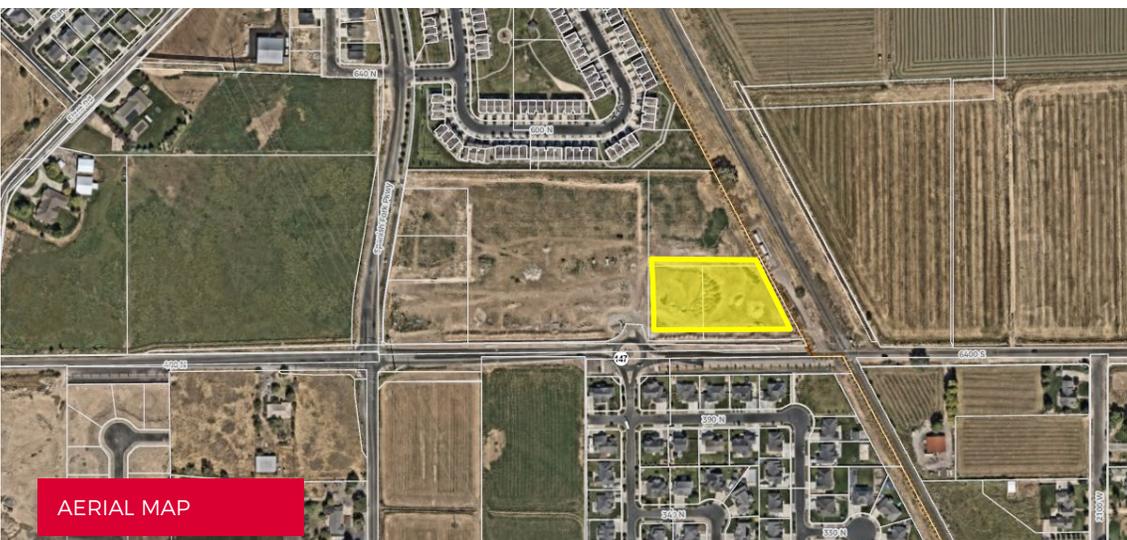
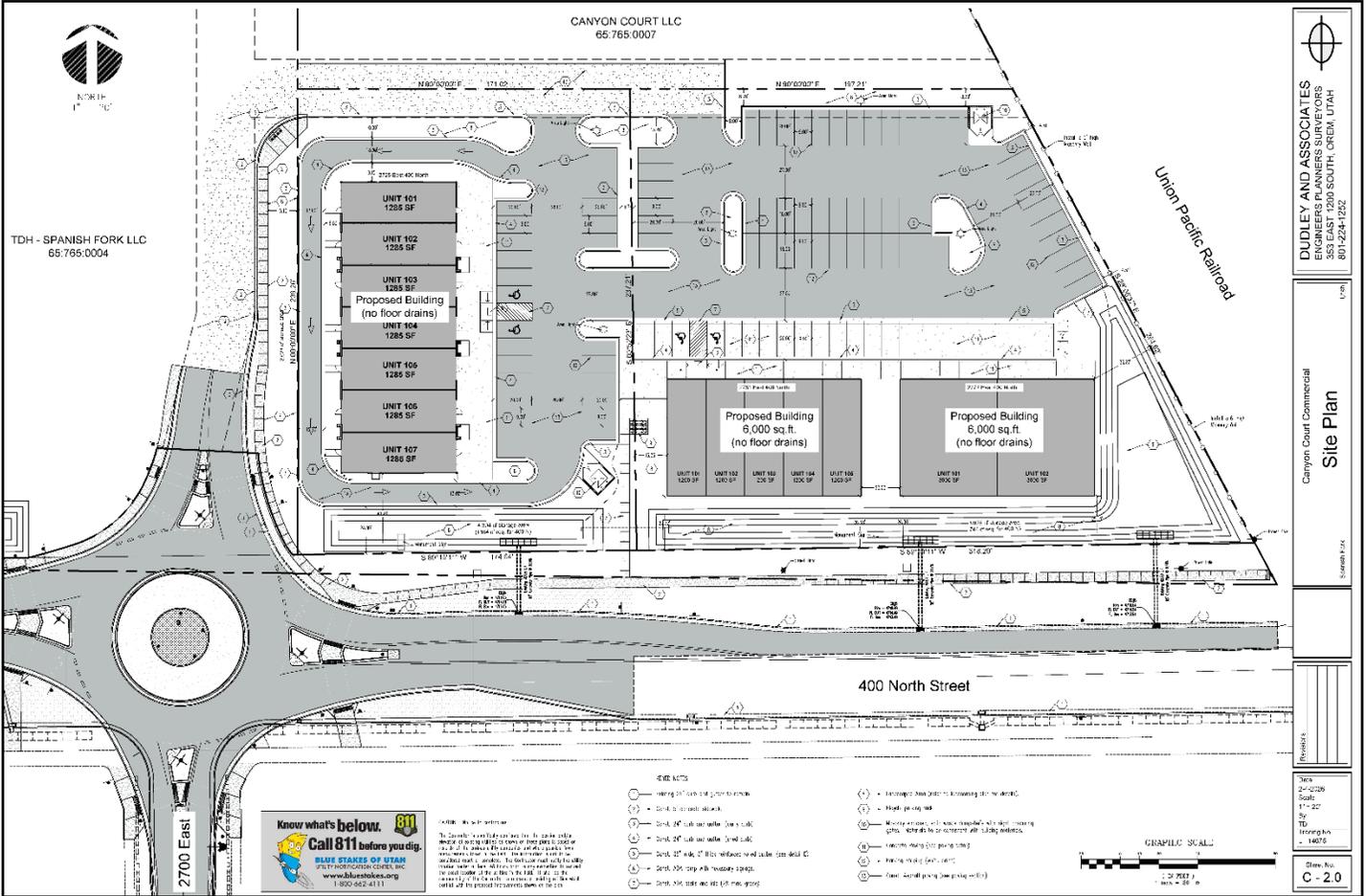


EXHIBIT 2



DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

Canyon Court Commercial
Site Plan

Sheet No.
C - 2.0

EXHIBIT 3



<p>ISSUE DATE: 1/9/2026</p> <p>PROJECT NUMBER: UT25163</p> <p>PLANNING INFORMATION: 811 PUBLIC UTILITY LOCATIONS</p>	<p>PROJECT INFORMATION: CANYON COURT</p> <p>DEVELOPER/PROPERTY OWNER/CLIENT: CORY ANDERSON</p> <p>LANDSCAPE ARCHITECT/PLANNER: PKJ DESIGN GROUP</p> <p>LICENSE NUMBER: 0000000000</p> <p>ISSUE DATE: 1/9/2026</p> <p>DESIGNED BY: JTA</p> <p>DRAWN BY: ADP</p> <p>CHECKED BY: RGA</p> <p>SCALE: 1/8" = 1'-0"</p>	<p>PROJECT INFORMATION: CANYON COURT</p> <p>ADDRESS: 2725 E 400 N, SPANISH FORK, UTAH</p>	<p>PKJ DESIGN GROUP</p> <p>3426 N TRIUMPH BLVD, SUITE 102, LICH, UTAH 84043</p> <p>PH: 435-586-2217</p> <p>WWW.PKJDESIGNGROUP.COM</p>	<p>CITY PERMIT SET</p> <p>LP-COLOR</p>
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EXHIBIT 4

LOT 5 Elevations



LOT 6 Elevations





Tietjen Subdivision
 Preliminary Plat
 2850 East 700 South
 5.43 acres
 R-1-15 Zone
 Estate Density Residential
 General Plan Designation



PROPOSAL

The Applicant requests Preliminary Plat approval to develop an 11-lot single-family residential subdivision on the subject property. This proposal is uniquely tied to a Development Agreement executed between the Applicant and Spanish Fork City on May 24, 2021, which facilitated the city's acquisition of an Access and Utility Easement (Entry No. 144802:2021) across the parcel. Because the property is already zoned R-1-15, a Zoning Map Amendment is not required in association with this application.

The proposed lots range in size from 13,415 square feet to 17,461 square feet, yielding an average lot size of 14,671 square feet. Typically, this configuration would necessitate the application of a Master Planned Development Overlay District. However, the 2021 Development Agreement explicitly permits the Applicant to develop 11 lots on the property without the overlay, specifically accounting for individual lots that are under 15,000 square feet and an overall average lot size that falls below the base minimum of the R-1-15 zone.

The application includes a landscaping plan and the design for a trail along 700 South as well as a Street Tree Plan for the park strips throughout the development. Furthermore, the preliminary plat incorporates a stubbed road extending to the east, located between Lots 7 and 8, to accommodate future connectivity. Please note that proposed building products and architectural elevations have not been submitted with this application.

Some of the key issues to consider are: lot size, utilities, development agreement, easements, setbacks, elevations, and access.

STAFF RECOMMENDATION

That the proposed Tietjen Subdivision Preliminary Plat be approved based on the following finding and subject to the following conditions:

Finding

1. That the proposal conforms to the City's General Plan Designation and Zoning Map.

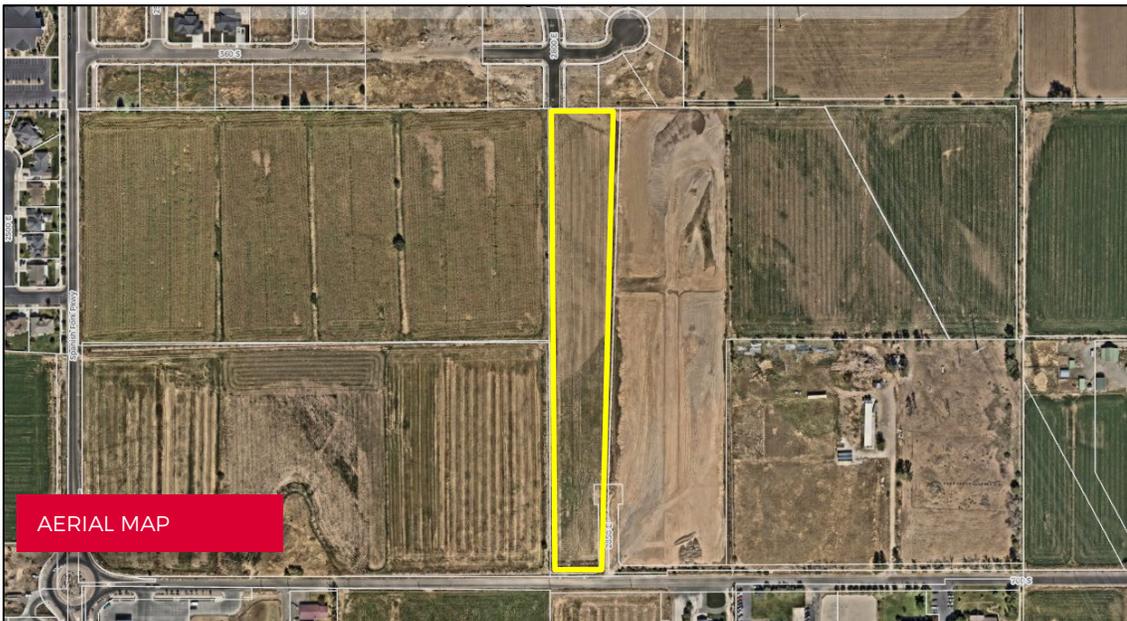
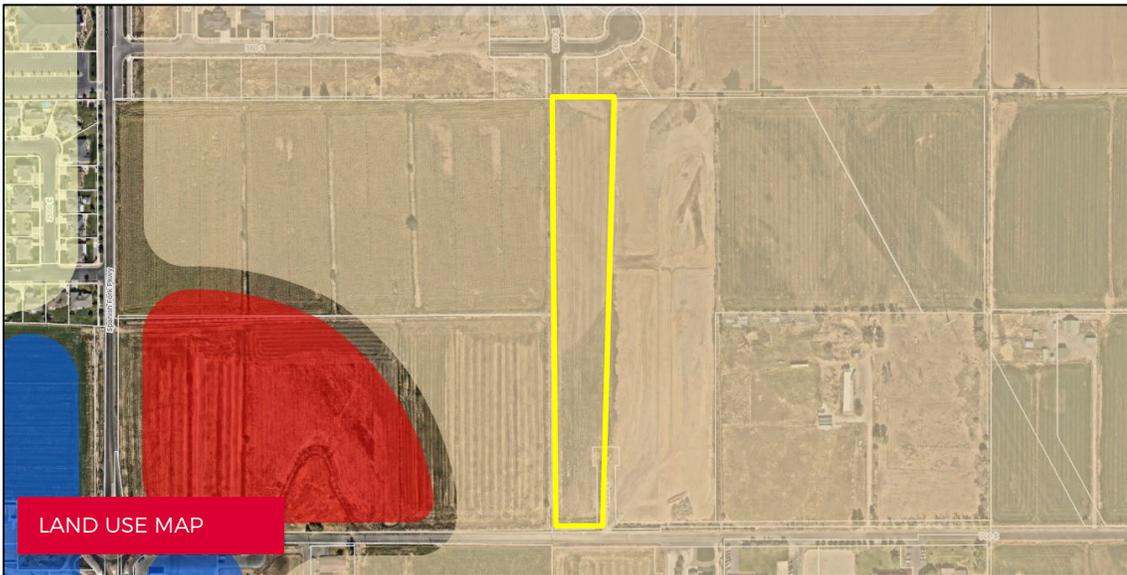
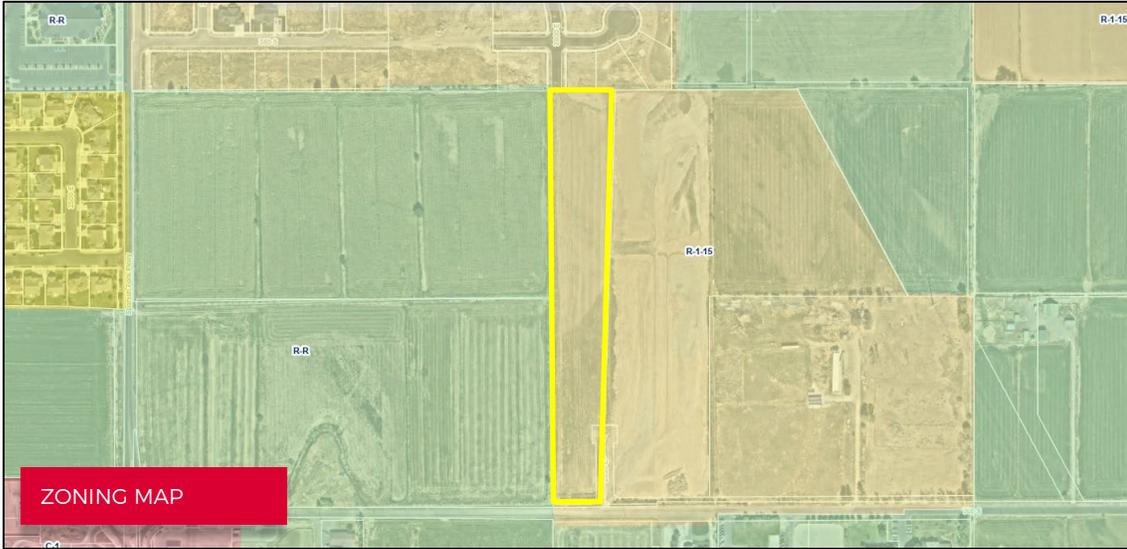
Conditions

1. That the Applicant meets the City's development and construction standards and other applicable City ordinances.
2. That any remaining redlines are addressed.
3. That the Applicant corrects the plat setback diagram to conform with the standard setbacks of the R-1-15 zone.
4. That the Applicant participate in the amendment and vacation of existing subdivision plat and street.

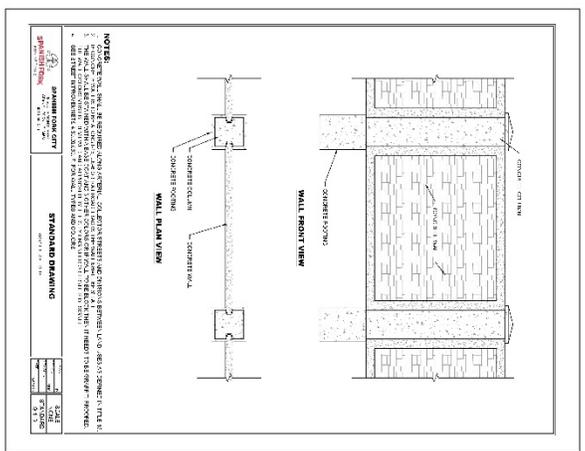
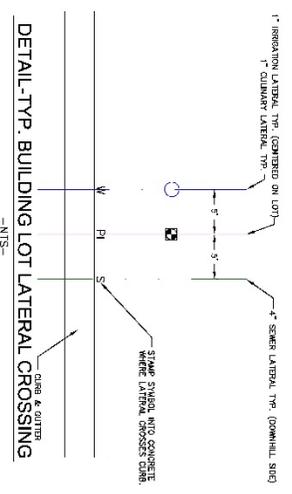
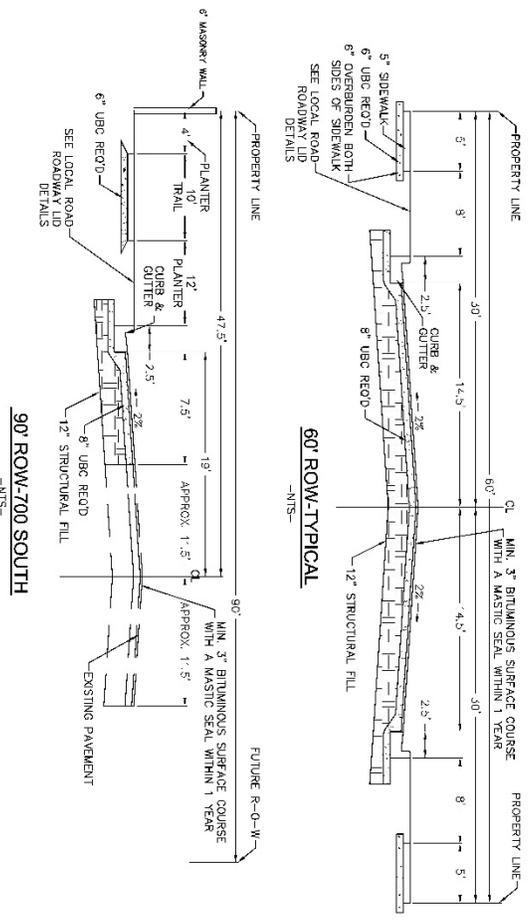
EXHIBITS

1. Area Maps
2. Preliminary Plat and Construction Drawings
3. Development Agreement

EXHIBIT 1



NOTE:
 -ALL ROAD CROSS SECTIONS TO FOLLOW RECOMMENDATIONS OF GEOTECHNICAL STUDY
 WHEN PERFORMED.



NOTES:
 1. REFER TO THE STANDARD DRAWING FOR THE WALL SECTION.
 2. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD DRAWING FOR THE WALL SECTION.
 3. THE WALL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD DRAWING FOR THE WALL SECTION.
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TIETJEN SUBDIVISION
ATLAS ENGINEERING
 CIVIL · STRUCTURAL · SURVEY
 3185 MAIN STREET, SUITE 200
 SPANISH FORK, UT 84660
 (435) 468-1111

DETAIL SHEET
 SPANISH FORK, UTAH

NO.	REVISIONS	BY	DATE
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2			
3			
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SHEET NO.
DT-01

EXHIBIT 3

TIETJEN DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into on this 24th day of May, 2021, between Bruce and Crystal Tietjen ("Developer") and Spanish Fork City ("City").

WHEREAS Developer and the City are desirous of entering into a mutually beneficial Development Agreement for the subdivision of property owned by Developer;

WHEREAS Developer has committed to convey to the City an Access and Utility Easement Agreement to accommodate municipal utilities to the general area and improve access to the Property;

WHEREAS Developer desires to develop the Property in the future consistent with current applicable land use ordinances and standards;

WHEREAS, pursuant to Utah Code Ann. § 10-9a-102(2), the City has the authority to enter into development agreements;

WHEREAS the City finds that the Agreement will further the public health, safety, and general welfare;

NOW THEREFORE, in consideration of the promises, covenants, and agreements set forth below, and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

- 1. Property Description.** This Agreement pertains to property owned by the developer located at approximately 2580 East 700 South, Spanish Fork. The property is as described as Lot 1, Plat A, Carter Acres Subdivision, which is on file in the office of the Utah County Recorder, Map Filing Image No. 5539, Parcel No. 36:525:0001 ("Property"). The Property is approximately 5.25 acres.
- 2. Access and Municipal Utility Easement.** The Developer agrees to convey to the City an Access and Municipal Utility Easement and Agreement in a form substantially similar to that attached and

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incorporated herein as Exhibit A ("Easement"). The Developer shall convey the Easement to the City simultaneously upon execution of this Agreement.

- 3. Consideration.** The Developer and the City agree that the consideration for this Easement is the mutual benefit that it will provide, enabling the Developer's Property to be developed into a single-family residential subdivision.
- 4. Development.** The Property is zoned R-1-15. The Developer has developed a concept for a single-family residential subdivision to be constructed upon the Property ("Development"). The concept is for 11 lots of approximately 15,000 square feet each. Some lots may be less than 15,000 square feet, but the Property shall be vested for 11 lots. The City's acquisition of the Easement is the factor causing a few of the lots to be slightly less than 15,000 square feet, and for that reason, the Developer shall not be penalized with the loss of a lot merely because it might be a few feet short of the minimum required area.

 - A. Preliminary and Final Plat. The City shall procure the civil engineering design of the Development for an 11-lot single-family subdivision at no cost to the Developer, which shall conform the City's development standards.
 - B. Additional Consideration: Waiver of Fees. As additional consideration for this Agreement, the City shall waive the Preliminary Plat Review Fee, the Preliminary Plat Review Per-lot Fee, the Final Plat Review Fee, and the Final Plat Review Per-lot Fee for the Developer's preliminary and final plat applications.
 - C. Other Fees. Impact fees, applicable connectors' or pioneering agreement and all other fees shall not be waived.
 - D. Duration of Approval. The decision of when to submit plans for approval for a preliminary and final plat shall be in the Developer's sole judgment. Pursuant to SFMC § 15.4.04.090, Developer shall have two years from the date of preliminary plat approval to record a final plat for the Development in the office of the Utah County Recorder.

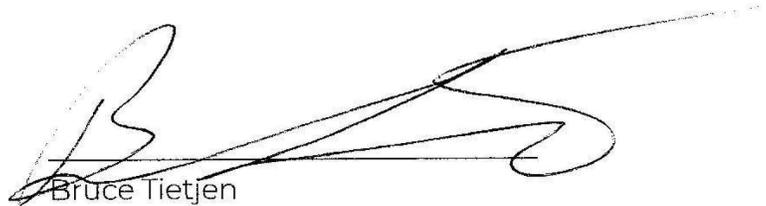
At a minimum, the 2 years' time shall not begin to run until the City has provided the design and plans for an approvable final plat for the Development.

5. General Provisions. The following general provisions apply to this Agreement:

- A. Time. Time shall be of the essence with this agreement.
- B. Amendment. This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).
- C. Applicable Law. This agreement shall be interpreted, performed, and enforced in accordance with the laws of the State of Utah.
- D. Attorney Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- E. Binding Effect. This agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, successors, and assigns. Developer's request to assign its rights and obligations will not be unreasonably withheld, so long as the proposed assignee has the financial wherewithal and experience to complete the project.
- F. Covenants Running with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Project Area. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title.

- G. Partial Invalidity. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.
- H. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.
- I. Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.
- J. Relationship of the Parties. Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.
- K. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

DEVELOPER:



Bruce Tietjen



Crystal Tietjen



Spanish Fork City by:

Steve Leifson

06 / 02 / 2021

Steve Leifson, Mayor

Attest:

Tara Silver 06 / 03 / 2021

Tara Silver, City Recorder

EXHIBIT A
ACCESS AND MUNICIPAL UTILITY EASEMENT

When Recorded, Mail To:

City of Spanish Fork
Attn: City Recorder
40 S. Main St.
Spanish Fork, UT 84660

(Space Above for Recorder's Use Only)

ACCESS AND MUNICIPAL UTILITY EASEMENT AND AGREEMENT

This ACCESS AND MUNICIPAL UTILITY EASEMENT AND AGREEMENT (this "**Agreement**") is made and entered into effective as of the ____ day of _____, 2021 (the "**Effective Date**"), by and between BRUCE TIETJEN AND CRYSTAL TIETJEN, a husband and wife as joint tenants ("**Grantor**"), and the CITY OF SPANISH FORK, a Utah municipal corporation ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain real property located in the City of Spanish Fork, Utah County, Utah (the "**Grantor Property**").

B. Grantee desires to obtain and Grantor is willing to convey an access and municipal utility easement over the Grantor Property subject to the terms and conditions of this Agreement.

C. "Utilities" or "utility" are defined herein to include all municipal utility facilities, pipes, channels, ponds, ditches, boxes, facilities, and all related appurtenances owned and operated by Grantee for the provision of services such as water, secondary water, irrigation water, drinking water, culinary water, electric power, telecommunications, storm drainage, storm sewer, sanitary sewer, sewer, roads, and transportation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TERMS AND CONDITIONS

1. Grant of Easement. Grantor does hereby convey, without warranty, unto Grantee for the benefit of Grantee an exclusive easement (the "**Access and Municipal Utility Easement**") under and across that portion of the Grantor Property more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "**Easement Area**"). Grantor shall ensure, guarantee, and warrant that no other easements or licenses shall be granted to any other person or entity on, over, or under the Easement Area and

that no above or below ground improvements, buildings, or facilities of any kind shall be constructed or maintained on the Easement Area.

2. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Grantee’s Agents**”) shall have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee’s Agents.

3. Cost of Easement. In exchange for the easement, Grantee agrees to waive some development fees and assume the costs for preliminary and final plat work per the development agreement.

4. Condition of Easement Area. Grantee accepts the Easement Area and all aspects thereof in their “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Utility Easement Area.

5. Purposes of the Utility Easement. The purpose of this Access and Municipal Utility Easement is to allow access to Grantee’s electrical substation and other utilities and to allow for the construction, operation, and maintenance of the Utilities by Grantee and its successors, assigns. Grantee shall also have the right to repair, replace, restore, and relocate the Utilities within the Easement Area. In doing so, Grantee shall restore the Grantor Property to the same or substantially similar condition prior to Grantee’s entry. Notwithstanding the obligations of this Section 5, Grantor recognizes that the nature of the Utilities may result in the inability of Grantee to fully restore the Grantor Property. So long as Grantee uses its best efforts to fully restore Grantor Property, Grantor waives the right to require strict performance of Grantee’s restoration requirements under this paragraph.

6. Replacement of Utility Easement with Subdivision Plat Recordation. Upon the recordation of a subdivision plat with the Utah County Recorder’s Office per Grantee’s development standards, which shall provide for the equivalent replacement of the easements in this Agreement in the favor of Grantee, the Municipal Utility Easement shall automatically be deemed superseded and replaced, but only with respect to such portion of the Property over which a subdivision plat is recorded. Upon such subdivision plat recordation, the rights and obligations in this Agreement shall be of no force or effect so long as the equivalent rights of Grantee are granted in such recorded subdivision plat. For the remainder of Grantor’s Property that is not subdivided pursuant to a recorded subdivision plat, this Agreement shall continue in full force and effect.

7. Notices. All notices, demands, statements, and requests (collectively, the “**Notice**”) required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not

available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star or similar operation) to the address of the Party to whom it is directed, provided it is sent prepaid, return receipt requested. The addresses of the signatories to this Agreement are set forth below:

If to Grantor: Bruce Tietjen
 9501 N Canyon Height Dr
 Cedar Hills, UT 84062

If to Grantee: Spanish Fork City
 40 S Main
 Spanish Fork, UT 84660
 Attn: Engineering

8. **Miscellaneous.**

8.1. **Binding Effect.** Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Persons.

8.2. **Partial Invalidity.** If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

8.3. **Captions.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

8.4. **Gender.** In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

8.5. **Relationship of the Parties.** Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.

8.6. **Amendment.** This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

8.7. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

8.8. Attorney Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

8.9. Assignment. Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantors sole and absolute discretion and for any reason or no reason at all.

[Signatures and acknowledgements to follow]

EXHIBIT A

A PARCEL OF LAND WHICH LIES IN THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 8 SOUTH RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SECTION 21, TOWNSHIP 8 SOUTH RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N0°15'44"W ALONG THE WEST BOUNDARY OF CARTERS ACRES LOT 1, PLAT "A" ACCORDING TO THE RECORDS ON FILE AT THE UTAH COUNTY RECORDERS 1320.00 FEET; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT, N89°42'05"E 30.00 FEET; THENCE S0°15'44"E 481.27 FEET THENCE EAST 155.75 FEET; THENCE S1°50'57"W 30.02 FEET; THENCE WEST 154.65 FEET; THENCE S0°15'44"E 808.68 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1, S89°36'55"W 30.00 FEET RETURNING TO THE POINT OF BEGINNING.

AREA +/- .90 AC

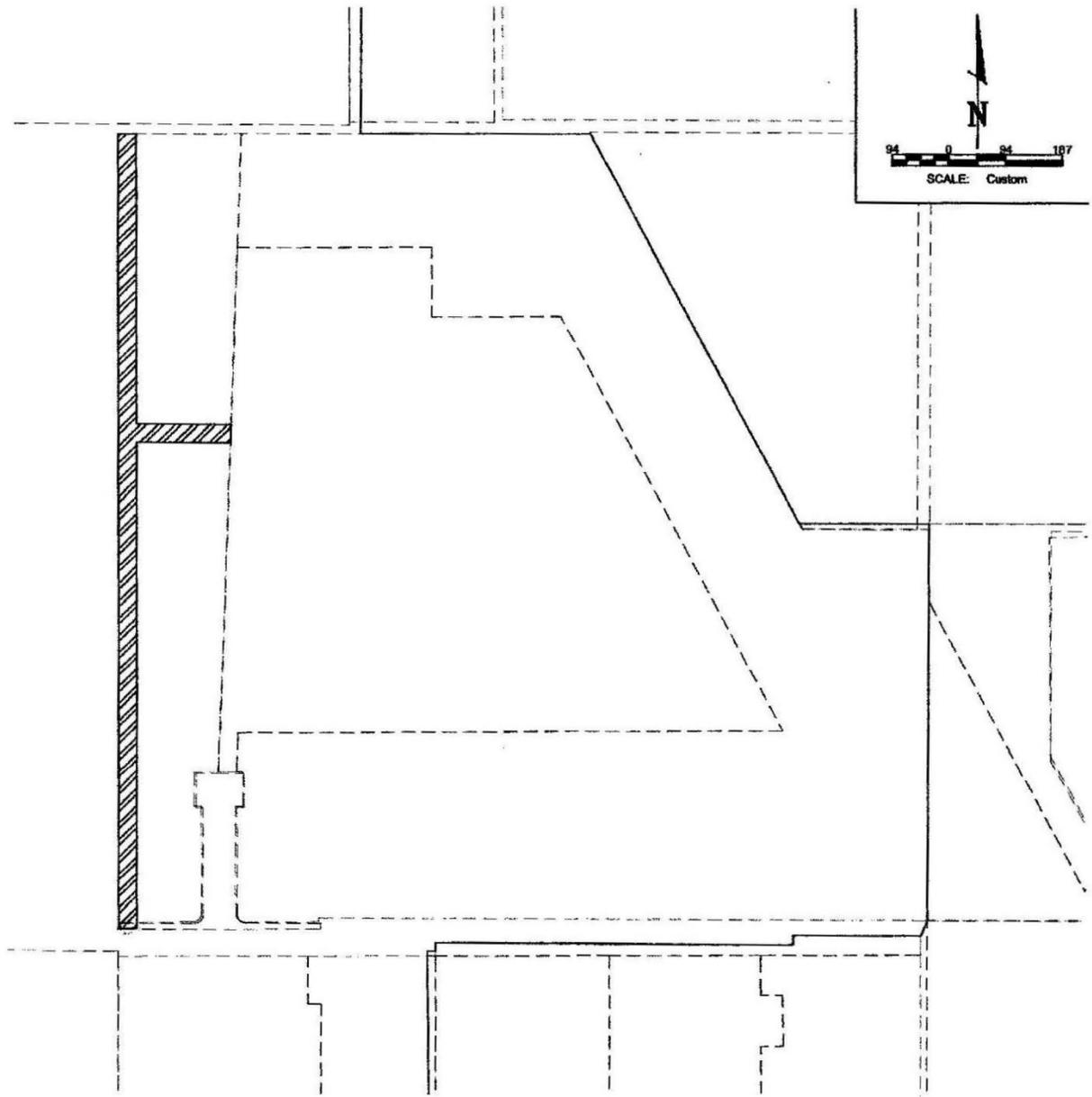
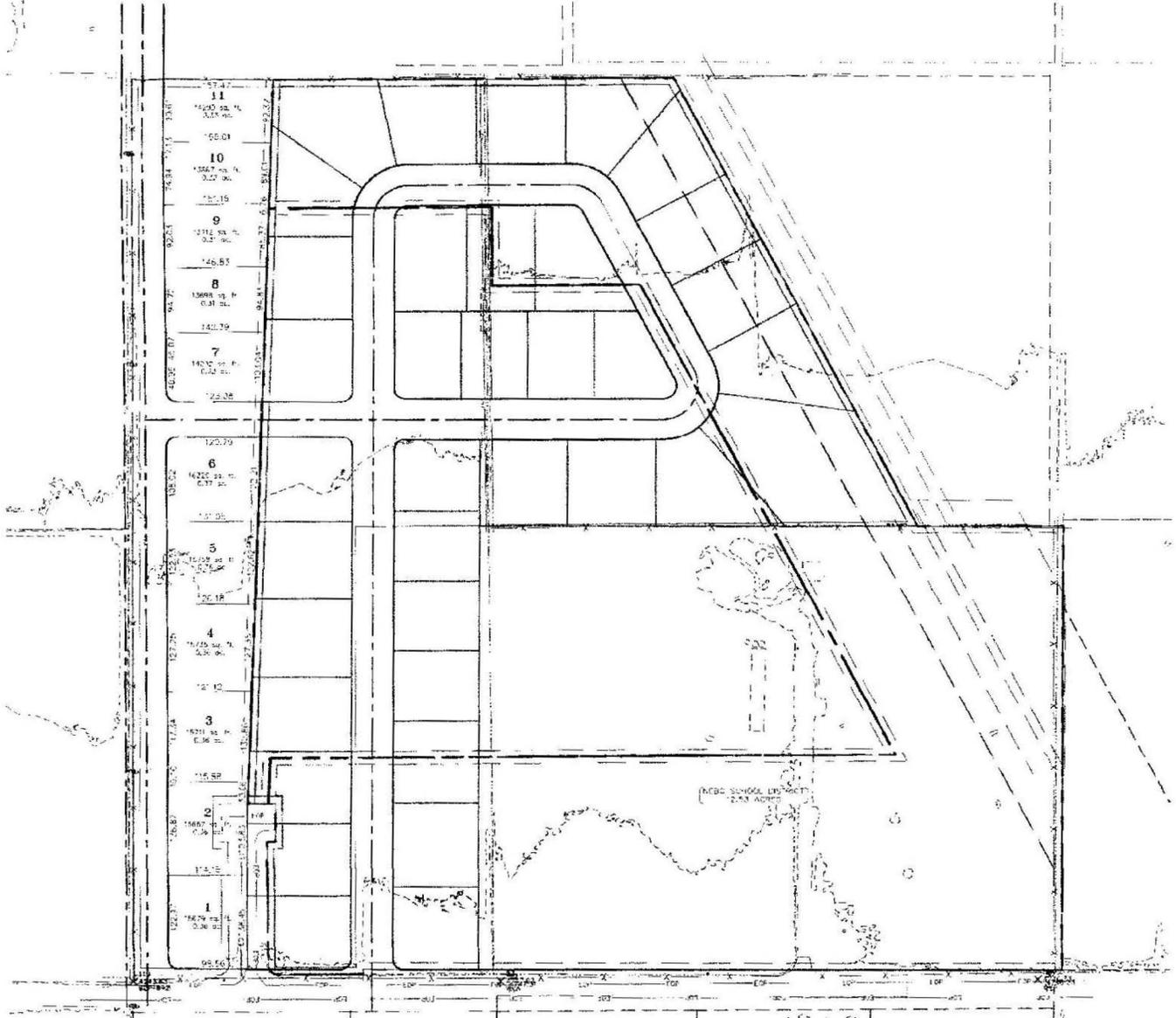


EXHIBIT B
SUBDIVISION CONCEPT



TITLE	Tietjen Development and Easement
FILE NAME	Tietjen Developme...t (Notarized).pdf
DOCUMENT ID	4a93e473bec0feee973a4bb26b76a915b0e79c81
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

 SENT	06 / 02 / 2021 13:09:03 UTC-6	Sent for signature to Steve Leifson (mayor@spanishfork.org) and Tara Silver (tsilver@spanishfork.org) from tsilver@spanishfork.org IP: 67.199.160.170
 VIEWED	06 / 02 / 2021 14:17:57 UTC-6	Viewed by Steve Leifson (mayor@spanishfork.org) IP: 67.199.174.162
 SIGNED	06 / 02 / 2021 14:18:13 UTC-6	Signed by Steve Leifson (mayor@spanishfork.org) IP: 67.199.174.162
 VIEWED	06 / 03 / 2021 11:54:49 UTC-6	Viewed by Tara Silver (tsilver@spanishfork.org) IP: 67.199.160.170
 SIGNED	06 / 03 / 2021 11:59:12 UTC-6	Signed by Tara Silver (tsilver@spanishfork.org) IP: 67.199.160.170
 COMPLETED	06 / 03 / 2021 11:59:12 UTC-6	The document has been completed.



The Villas at Annie's Acres
Amended Preliminary Plat
1172 South Bradford Lane
22.23 acres
R-1-6 with the Master Planned
Development Overlay
General Plan Designation
Medium Density Residential



PROPOSAL

This proposal involves amending the approval of a Preliminary Plat with the Master Planned Development Overlay for 111 residential units to be located at 1172 South Bradford Lane. The request adds two additional acres on the north side of the development for eight additional residential units within the proposed development and provides for the completion of the Volunteer Drive improvements to the intersection of Bradford Lane and River Bottoms Road. The proposal will be completed in one phase. Each residential unit will include a two-car garage and access off of a shared drive or public street.

The proposal will provide additional amenities, landscaping, trails, street trees and complete the improvements of the Annie's Acres development. Building elevations and amenity details along with the project pamphlet are attached from the previously approved Final Plat and Preliminary Plat files. Proposed clubhouse amenities include: a fully equipped exercise facility; a large heated swimming pool, approximately 20 x 40 ft; a patio area, lounge chairs and barbeque facilities; a stadium seating theater; a pool table; a gathering social area; a kitchen area; and a business office. A pavilion will also be located in the northeast corner of the development.

The City Council previously approved the Preliminary Plat and Zone Change on August 22, 2024. An amended Development Agreement was approved by the City Council on June 17, 2025, with the DRC approving the Final Plat on May 21, 2025.

Some of the key issues to consider are: development agreement and improvements.

STAFF RECOMMENDATION

That the proposed Villas at Annie's Acres Preliminary Plat Amended be recommended for approval based on the following findings and subject to the following conditions:

Findings

1. That the proposal is consistent with the City's General Plan Designation of Medium Density Residential.
2. That the proposal meets the intent of the Master Planned Development Overlay Zoning District.

Conditions

1. That the Applicant meets the City's development and construction standards, zoning requirements and other applicable City ordinances.
2. That the Applicant addresses any staff review comments.
3. That the City Council approves of the associated zone change.
4. That the City Council approves an amended development agreement.
5. That the fencing along Volunteer Drive and Bradford Lane match the existing wrought iron fencing along South Lane.
6. That the Applicant complies with the project's details and amenities as previously approved with the Final plat and Preliminary Plat.
7. That the applicant provides detailed building elevations, materials and designs for the single-family

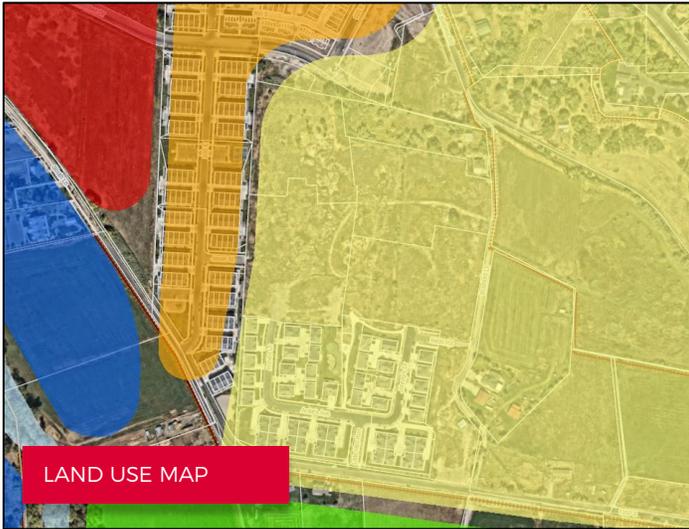
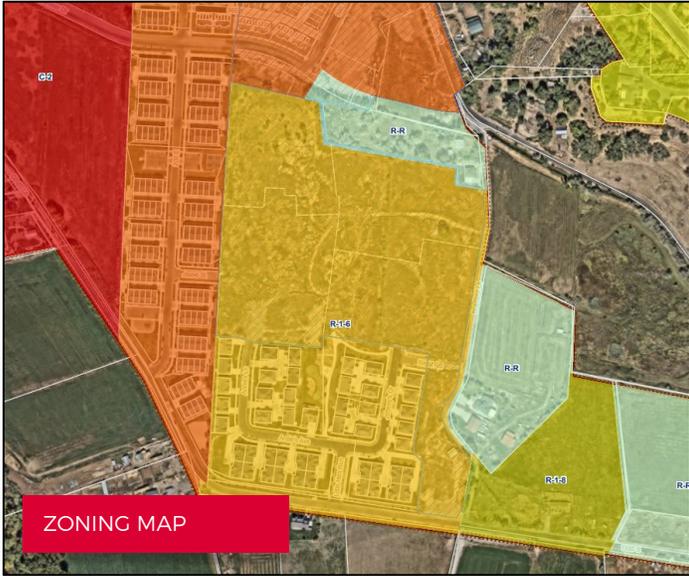
lots 103-107, at the time of building permits, for review and approval regarding compliance with the quality and compatibility with the remaining residential units and compliance with the architectural standards of the Master Planned Development Overlay.

8. That the building plans for lots 103-107, include enhanced elevations for the corner and high visibility building elevations.

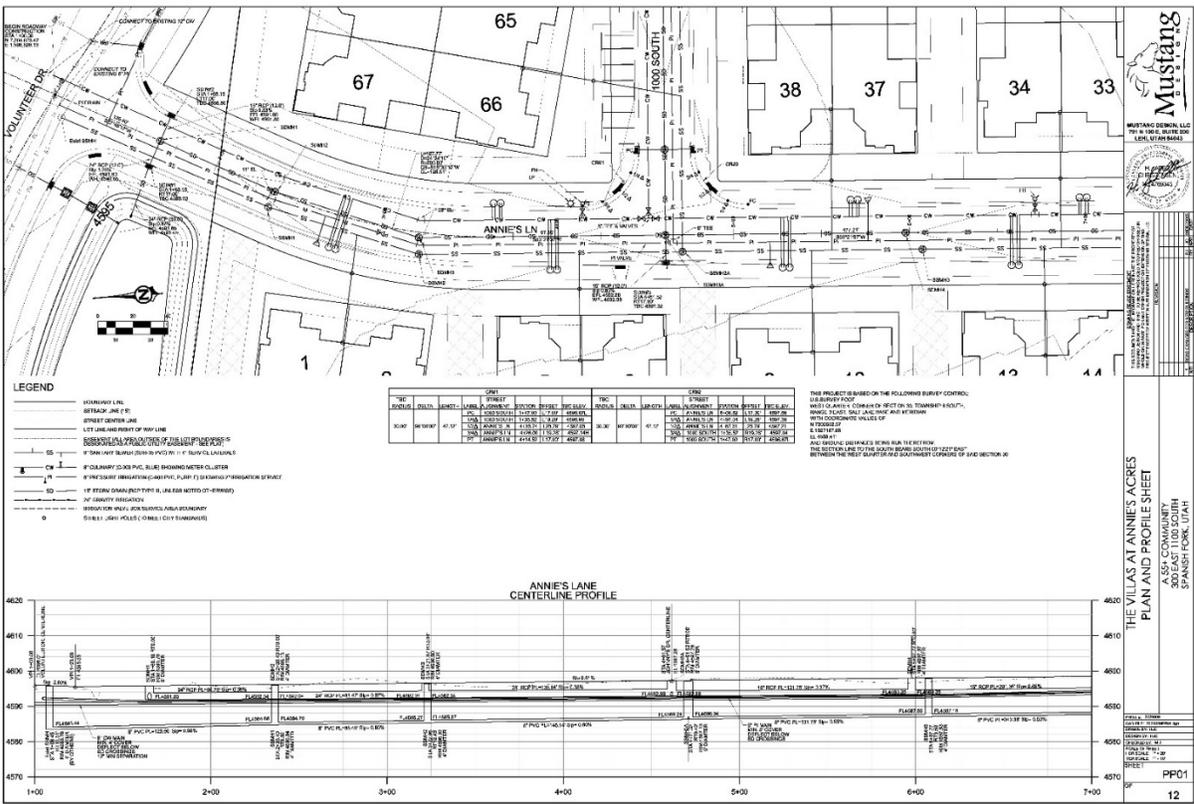
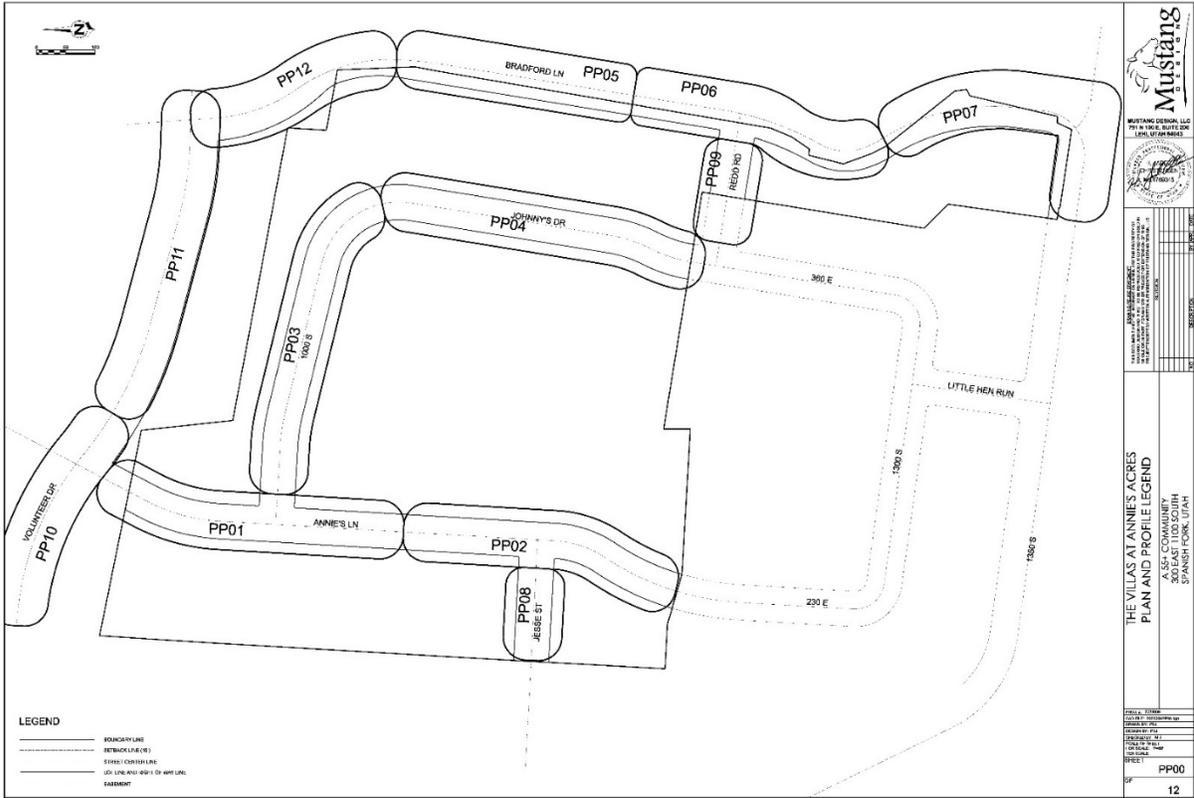
EXHIBITS

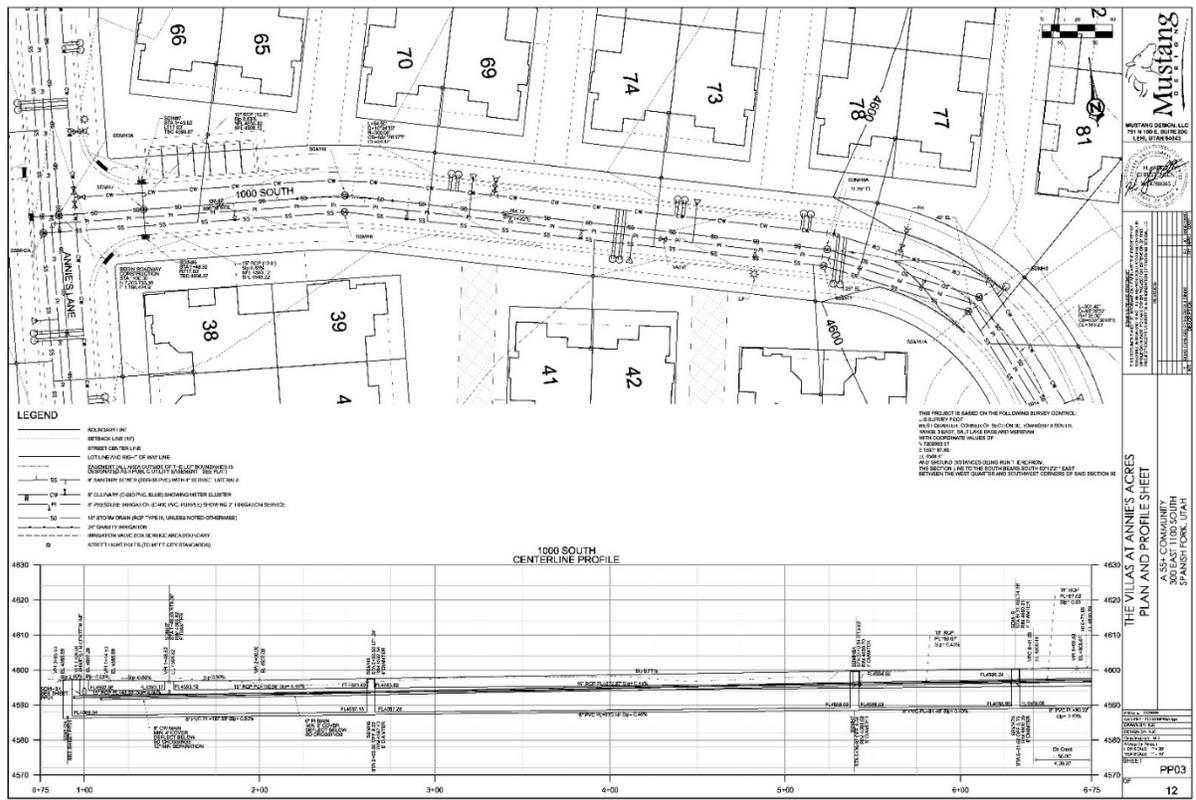
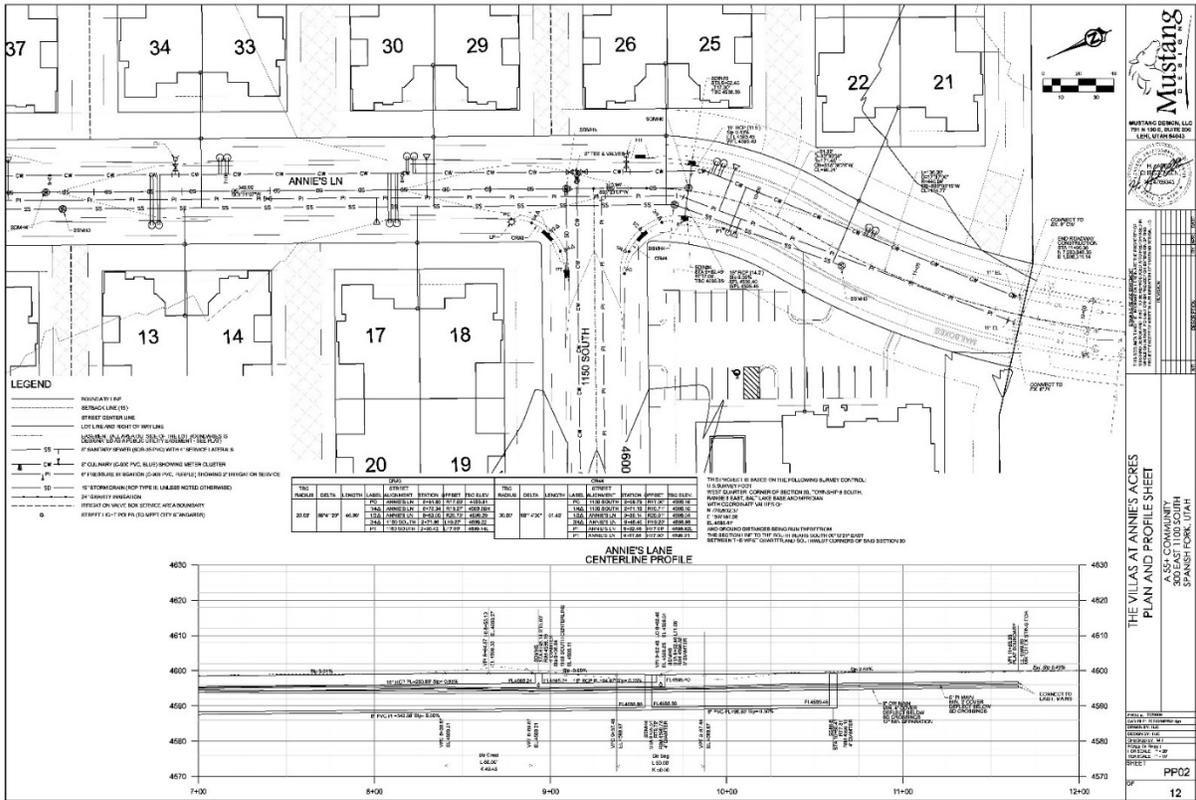
1. Area Maps
2. Preliminary Plat
3. Landscaping
4. Project Details

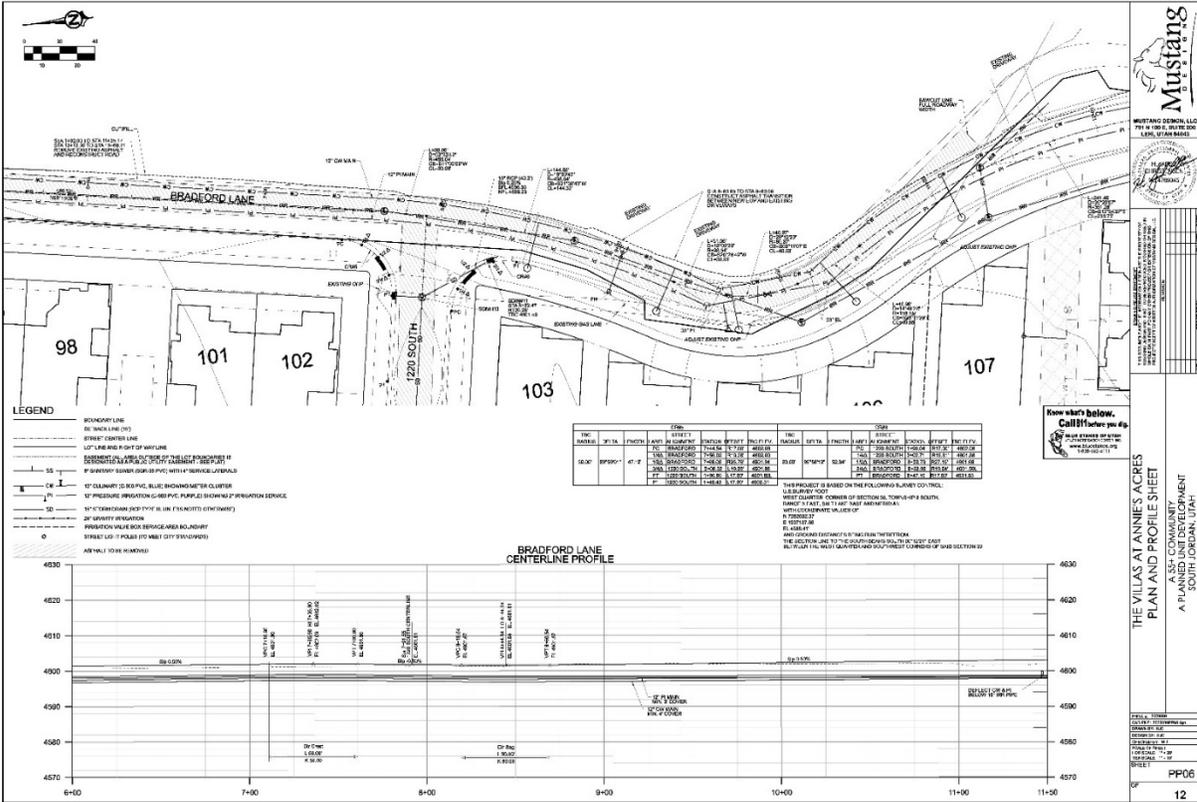
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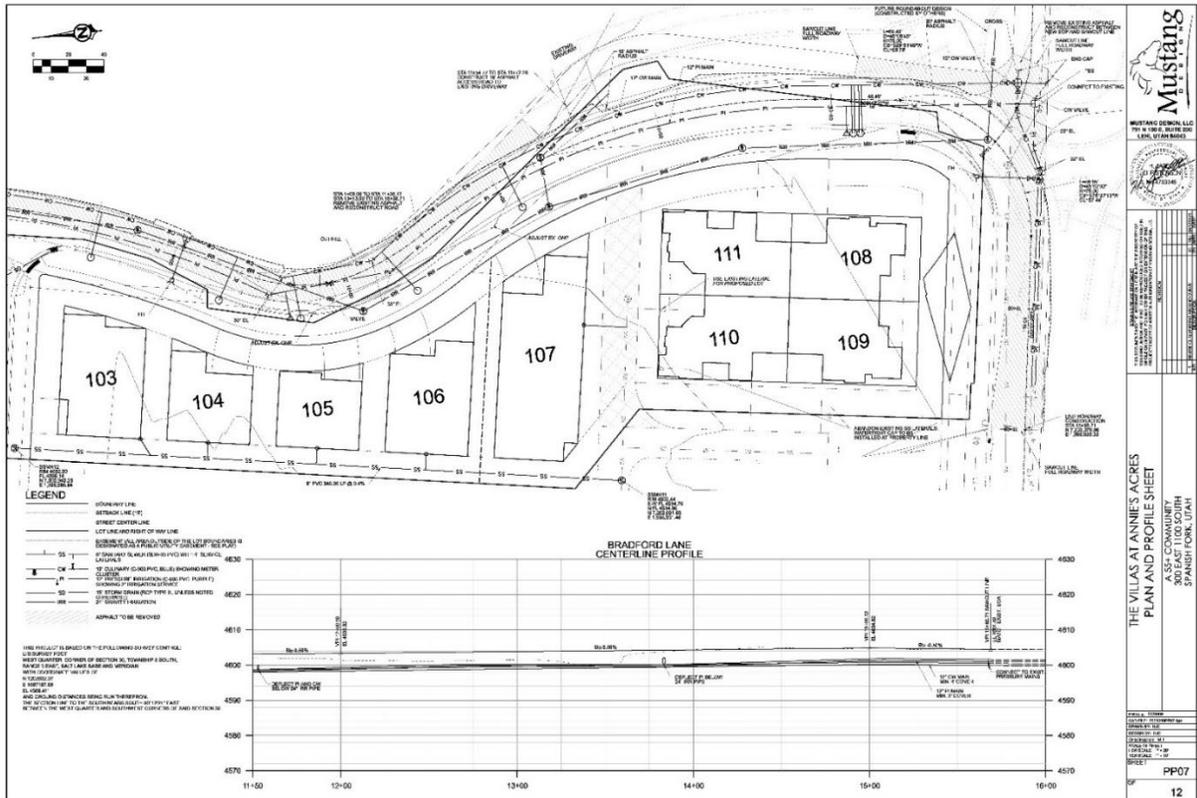




Mustang
 MUSTANG DESIGN, LLC
 771 N. 1000 WEST, SUITE 200
 SPANISH FORK, UT 84660
 (435) 437-1111
 www.mustangdesign.com

THE VILLAGES AT ANNIE'S ACRES
 A 55+ COMMUNITY
 A PLANNED UNIT DEVELOPMENT
 SOUTH JORDAN, UTAH

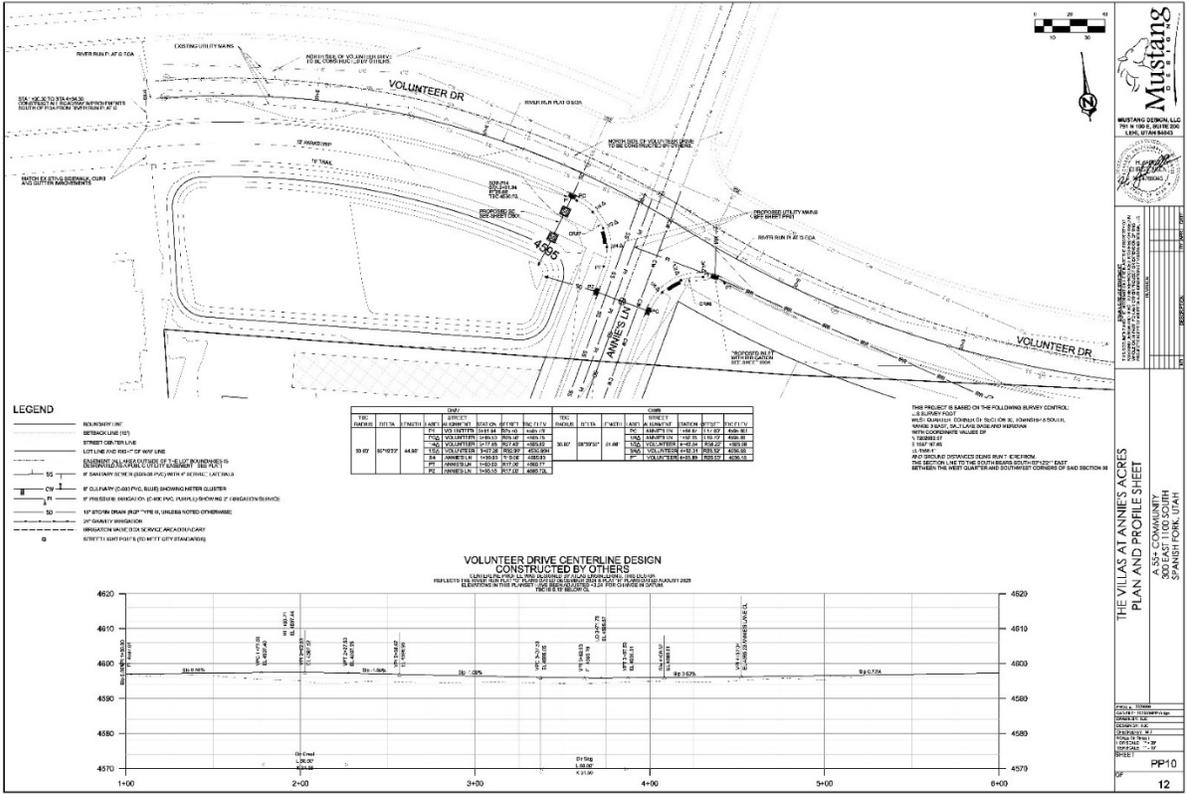
PP06
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THE VILLAGES AT ANNIE'S ACRES
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 A PLANNED UNIT DEVELOPMENT
 SPANISH FORK, UTAH

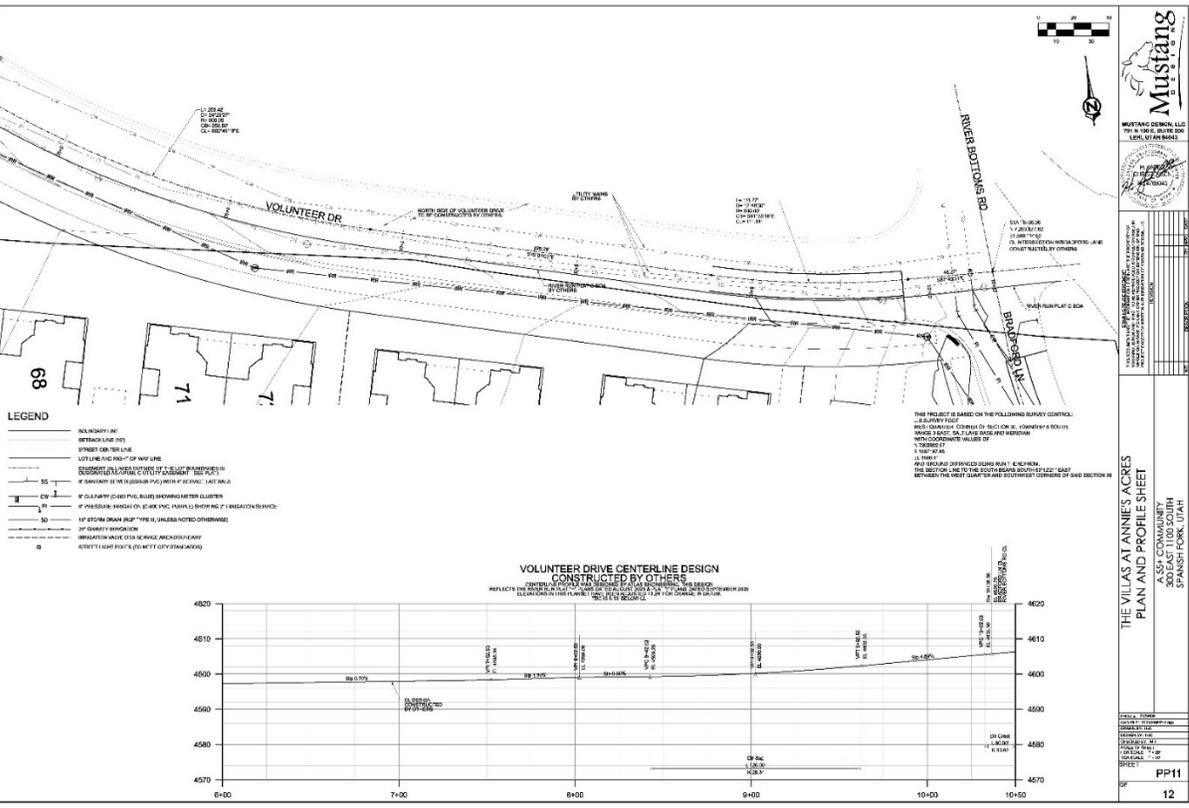
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MUSTANG DESIGN, LLC
1910 S. MAIN STREET, SUITE 200
LEHI, UT 84043

PROJECT: THE VILLAS AT ANNIE'S ACRES
PLAN AND PROFILE SHEET
300 EAST 1100 SOUTH
SPANISH FORK, UTAH

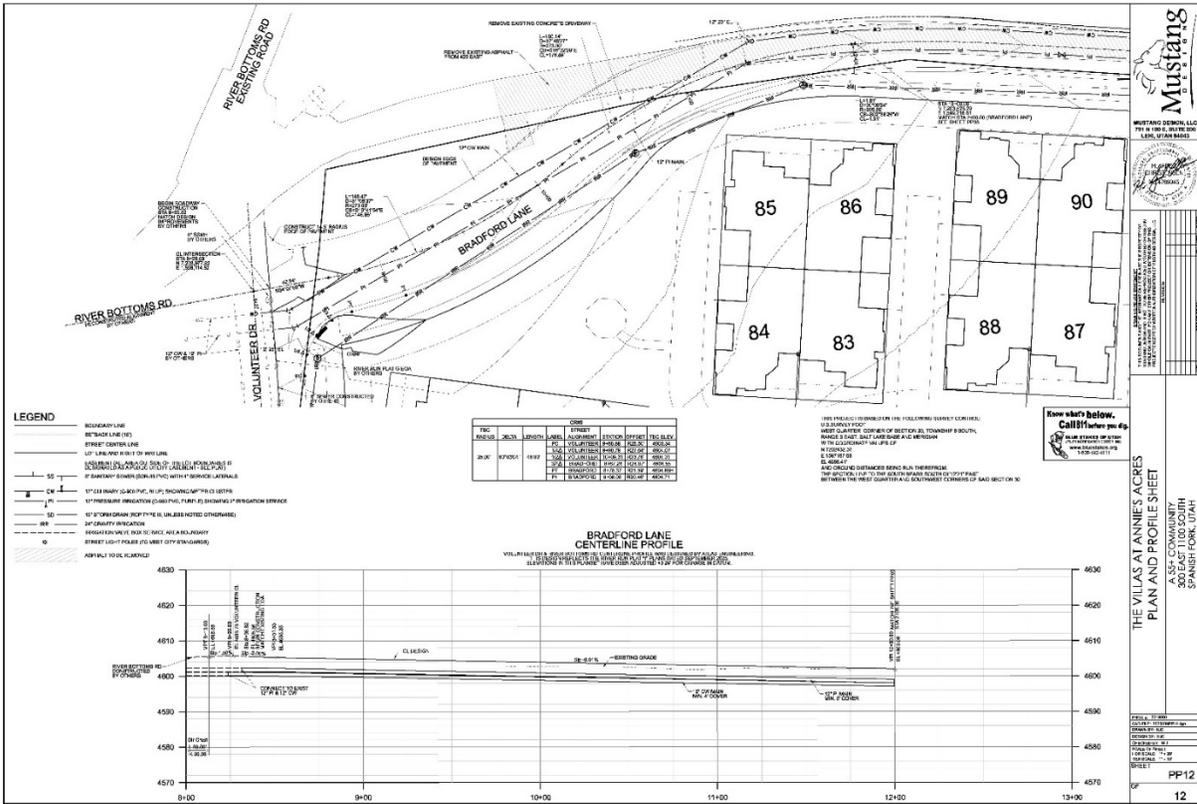
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LEHI, UT 84043

PROJECT: THE VILLAS AT ANNIE'S ACRES
PLAN AND PROFILE SHEET
300 EAST 1100 SOUTH
SPANISH FORK, UTAH

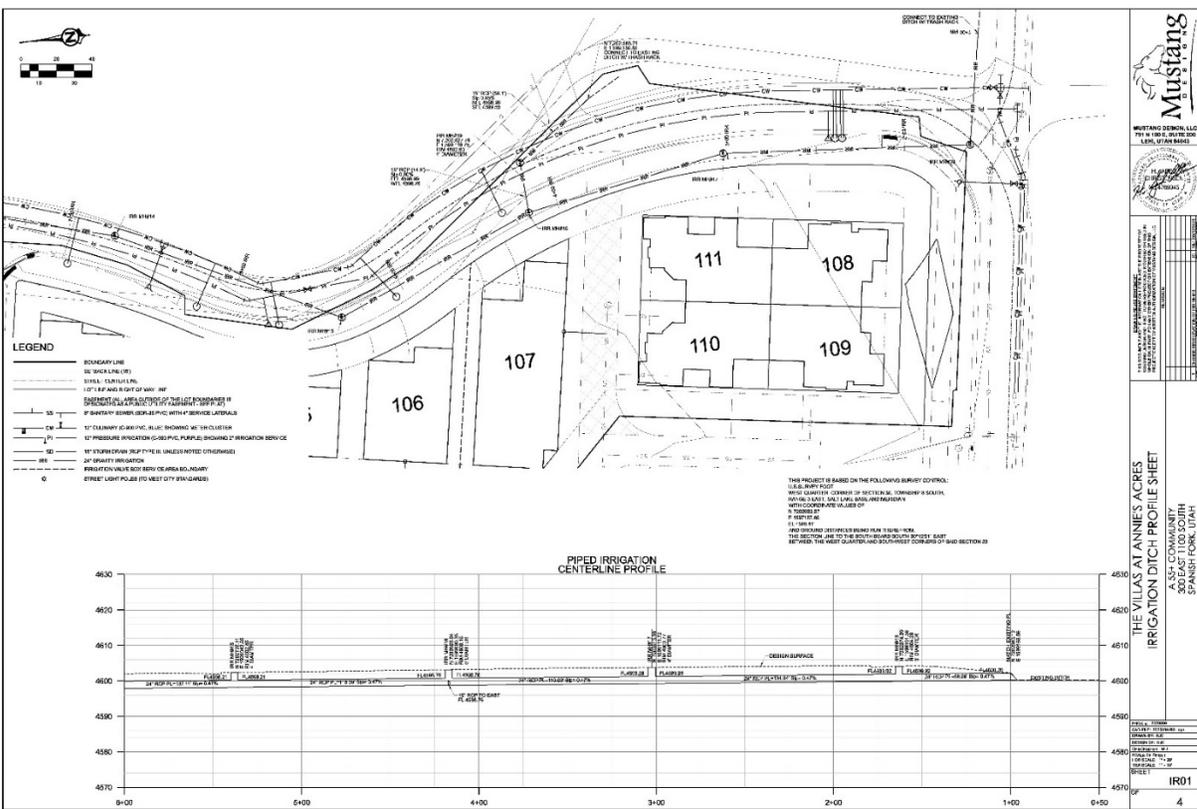
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 SPANISH FORK, UT 84660

THE VILLAGES AT ANNIE'S ACRES
 A 55+ COMMUNITY
 350 EAST 1100 SOUTH
 SPANISH FORK, UT 84660

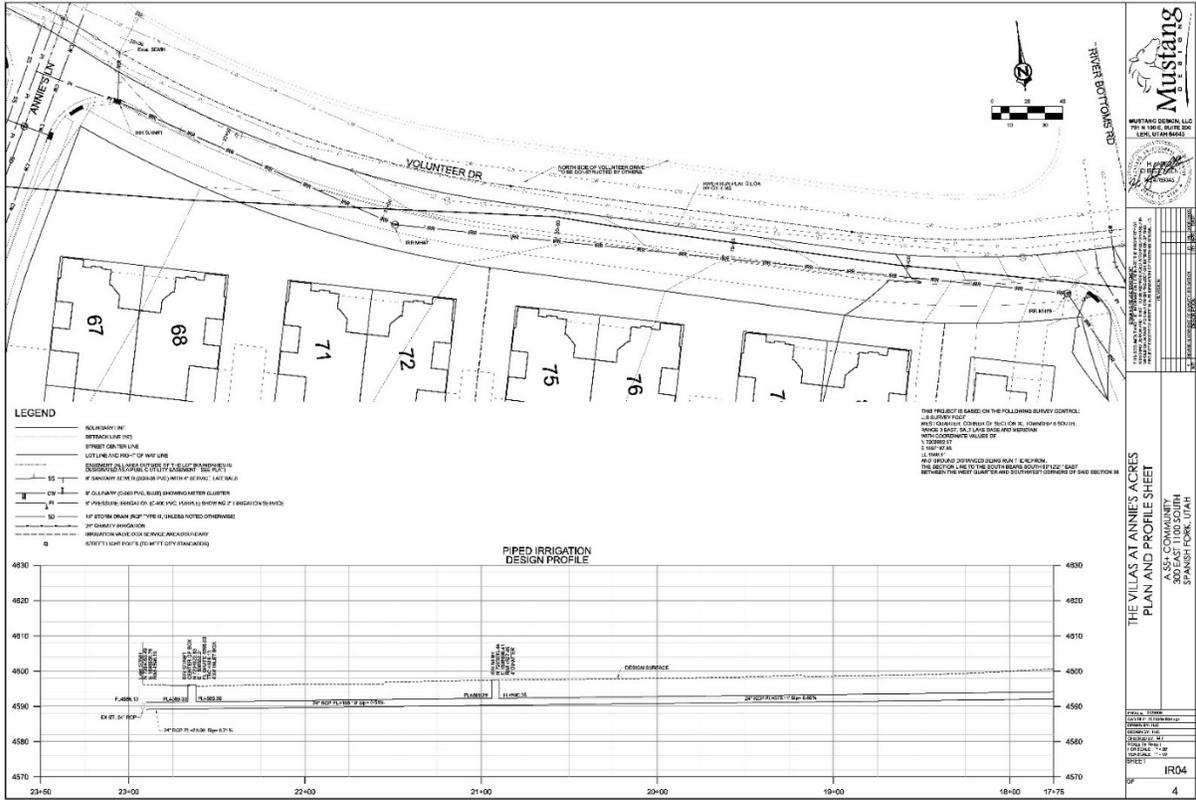
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 SPANISH FORK, UT 84660

THE VILLAGES AT ANNIE'S ACRES
 A 55+ COMMUNITY
 350 EAST 1100 SOUTH
 SPANISH FORK, UT 84660

IR01
 4



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DESIGN, INC.

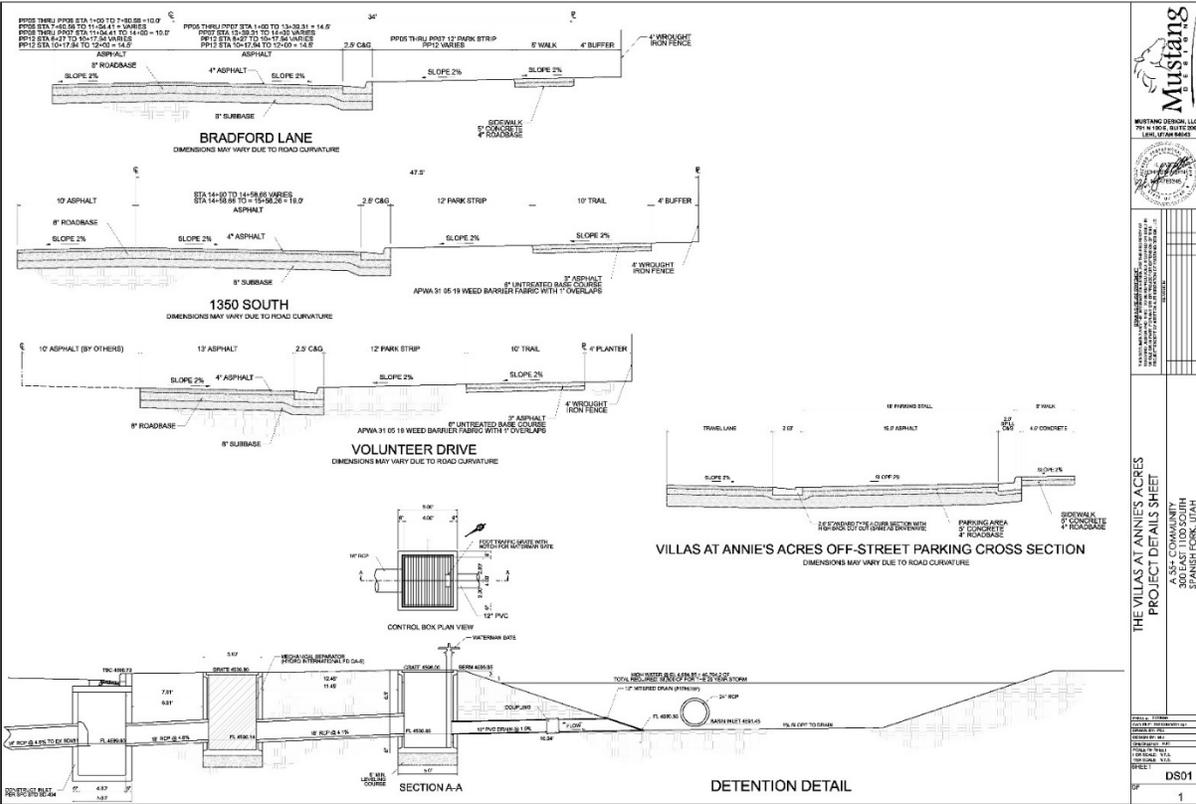
MUSTANG DESIGN, LLC
701 W. 1000 SOUTH
SALT LAKE CITY, UT 84119

THE VILLAS AT ANNIE'S ACRES
PLAN AND PROFILE SHEET

A-SH COMMUNITY
300 EAST 1100 SOUTH
SPANISH FORK, UTAH

PROJECT NO. IR04

SHEET NO. 4



Mustang
DESIGN, INC.

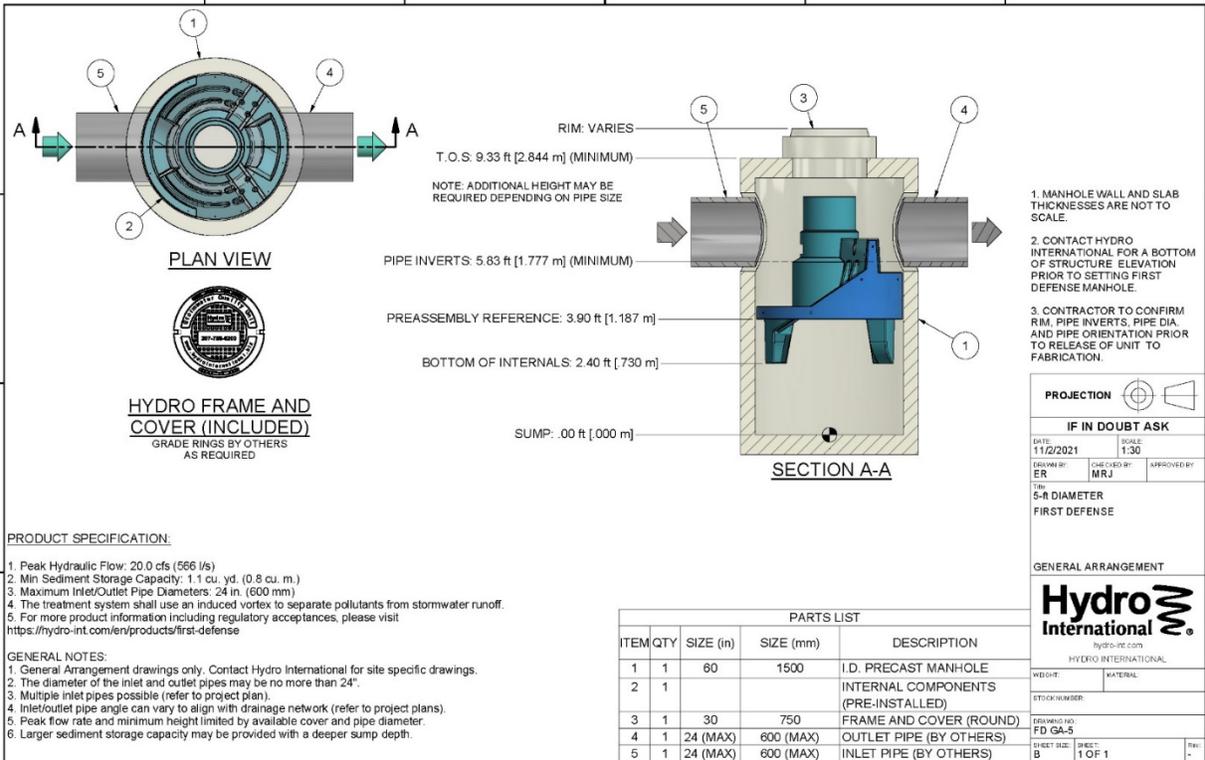
MUSTANG DESIGN, LLC
701 W. 1000 SOUTH
SALT LAKE CITY, UT 84119

THE VILLAS AT ANNIE'S ACRES
PROJECT DETAILS SHEET

A-SH COMMUNITY
300 EAST 1100 SOUTH
SPANISH FORK, UTAH

PROJECT NO. IR04

SHEET NO. 1



HYDRO FRAME AND COVER (INCLUDED)
GRADE RINGS BY OTHERS AS REQUIRED

PRODUCT SPECIFICATION:

1. Peak Hydraulic Flow: 20.0 cfs (566 l/s)
2. Min Sediment Storage Capacity: 1.1 cu. yd. (0.8 cu. m.)
3. Maximum Inlet/Outlet Pipe Diameters: 24 in. (600 mm)
4. The treatment system shall use an induced vortex to separate pollutants from stormwater runoff.
5. For more product information including regulatory acceptances, please visit <https://hydro-int.com/en/products/first-defense>

GENERAL NOTES:

1. General Arrangement drawings only. Contact Hydro International for site specific drawings.
2. The diameter of the inlet and outlet pipes may be no more than 24".
3. Multiple inlet pipes possible (refer to project plan).
4. Inlet/outlet pipe angle can vary to align with drainage network (refer to project plans).
5. Peak flow rate and minimum height limited by available cover and pipe diameter.
6. Larger sediment storage capacity may be provided with a deeper sump depth.

PARTS LIST				
ITEM	QTY	SIZE (in)	SIZE (mm)	DESCRIPTION
1	1	80	1500	I.D. PRECAST MANHOLE
2	1			INTERNAL COMPONENTS (PRE-INSTALLED)
3	1	30	750	FRAME AND COVER (ROUND)
4	1	24 (MAX)	600 (MAX)	OUTLET PIPE (BY OTHERS)
5	1	24 (MAX)	600 (MAX)	INLET PIPE (BY OTHERS)

1. MANHOLE WALL AND SLAB THICKNESSES ARE NOT TO SCALE.
2. CONTACT HYDRO INTERNATIONAL FOR A BOTTOM OF STRUCTURE ELEVATION PRIOR TO SETTING FIRST DEFENSE MANHOLE.
3. CONTRACTOR TO CONFIRM RIM, PIPE INVERTS, PIPE DIA. AND PIPE ORIENTATION PRIOR TO RELEASE OF UNIT TO FABRICATION.

PROJECTION

IF IN DOUBT ASK

DATE: 11/2/2021 SCALE: 1:30

DRAWN BY: ER CHECKED BY: MRJ APPROVED BY:

Title: 5-R DIAMETER FIRST DEFENSE

GENERAL ARRANGEMENT

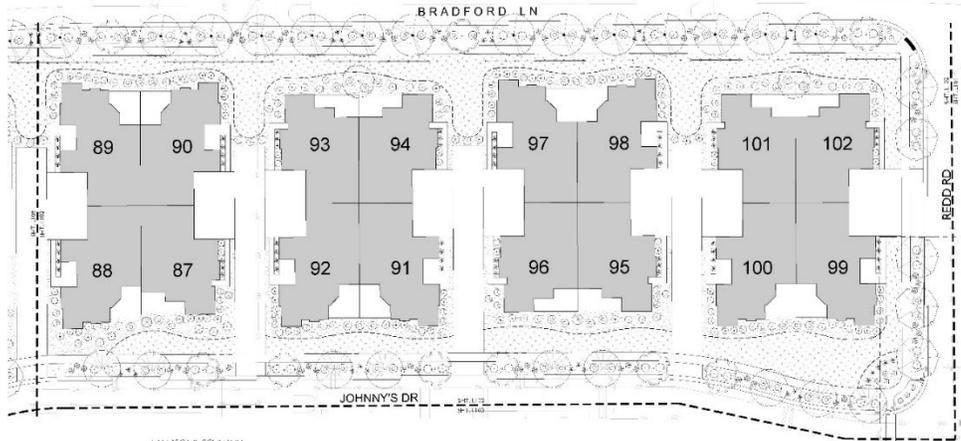
Hydro International
hydro-int.com
HYDRO INTERNATIONAL

WEIGHT: MATERIAL:

STOCK NUMBER:

DRAWING NO: FD GA-5

SHEET SIZE: B SHEET: 1 OF 1



LANDSCAPE SCHEDULE

Qty	Item Name	Quantity	Notes
1	1" x 1" x 1" x 1"	1	
2	2" x 2" x 2" x 2"	2	
3	3" x 3" x 3" x 3"	3	
4	4" x 4" x 4" x 4"	4	
5	5" x 5" x 5" x 5"	5	
6	6" x 6" x 6" x 6"	6	
7	7" x 7" x 7" x 7"	7	
8	8" x 8" x 8" x 8"	8	
9	9" x 9" x 9" x 9"	9	
10	10" x 10" x 10" x 10"	10	
11	11" x 11" x 11" x 11"	11	
12	12" x 12" x 12" x 12"	12	
13	13" x 13" x 13" x 13"	13	
14	14" x 14" x 14" x 14"	14	
15	15" x 15" x 15" x 15"	15	
16	16" x 16" x 16" x 16"	16	
17	17" x 17" x 17" x 17"	17	
18	18" x 18" x 18" x 18"	18	
19	19" x 19" x 19" x 19"	19	
20	20" x 20" x 20" x 20"	20	

LANDSCAPE SCHEDULE

Qty	Item Name	Quantity	Notes
21	21" x 21" x 21" x 21"	21	
22	22" x 22" x 22" x 22"	22	
23	23" x 23" x 23" x 23"	23	
24	24" x 24" x 24" x 24"	24	
25	25" x 25" x 25" x 25"	25	
26	26" x 26" x 26" x 26"	26	
27	27" x 27" x 27" x 27"	27	
28	28" x 28" x 28" x 28"	28	
29	29" x 29" x 29" x 29"	29	
30	30" x 30" x 30" x 30"	30	
31	31" x 31" x 31" x 31"	31	
32	32" x 32" x 32" x 32"	32	
33	33" x 33" x 33" x 33"	33	
34	34" x 34" x 34" x 34"	34	
35	35" x 35" x 35" x 35"	35	
36	36" x 36" x 36" x 36"	36	
37	37" x 37" x 37" x 37"	37	
38	38" x 38" x 38" x 38"	38	
39	39" x 39" x 39" x 39"	39	
40	40" x 40" x 40" x 40"	40	



LANDSCAPE PLAN LI02

STB DESIGN
 LANDSCAPE ARCHITECTURE
 100 SOUTH MAIN STREET, SUITE 200
 SPANISH FORK, UT 84660
 (435) 437-1234
 www.stbdesign.com

UTAH STATE ARCHITECT
 STATE OF UTAH
 DIVISION OF ARCHITECTURE
 160 SOUTH WEST 200 EAST, SUITE 200
 SALT LAKE CITY, UT 84119
 (801) 536-5000
 www.architect.utah.gov

THE VILLAS AT ANNIES ACRES
 SPANISH FORK, UT

LANDSCAPE PLAN
LI02



LANDSCAPE SCHEDULE

Qty	Item Name	Quantity	Notes
1	1" x 1" x 1" x 1"	1	
2	2" x 2" x 2" x 2"	2	
3	3" x 3" x 3" x 3"	3	
4	4" x 4" x 4" x 4"	4	
5	5" x 5" x 5" x 5"	5	
6	6" x 6" x 6" x 6"	6	
7	7" x 7" x 7" x 7"	7	
8	8" x 8" x 8" x 8"	8	
9	9" x 9" x 9" x 9"	9	
10	10" x 10" x 10" x 10"	10	
11	11" x 11" x 11" x 11"	11	
12	12" x 12" x 12" x 12"	12	
13	13" x 13" x 13" x 13"	13	
14	14" x 14" x 14" x 14"	14	
15	15" x 15" x 15" x 15"	15	
16	16" x 16" x 16" x 16"	16	
17	17" x 17" x 17" x 17"	17	
18	18" x 18" x 18" x 18"	18	
19	19" x 19" x 19" x 19"	19	
20	20" x 20" x 20" x 20"	20	



LANDSCAPE PLAN LI03

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 www.stbdesign.com

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THE VILLAS AT ANNIES ACRES
 SPANISH FORK, UT

LANDSCAPE PLAN
LI03



STB DESIGN
 201 WEST 100 SOUTH
 SPANISH FORK, UT 84660
 TEL: 435.338.4400
 FAX: 435.338.4401
 WWW.STBDDESIGN.COM

PROJECT NO. 2024-001
 SHEET NO. L104
 DATE: 10/20/24

THE VILLAS AT ANNIE'S ACRES
 201 EAST 100 SOUTH
 SPANISH FORK, UT 84660

LANDSCAPE PLAN
L104



LANDSCAPE SCHEDULE

Qty	Item Name	Spec Name	Qty
1	Aspen Tree (Small)	Local Seedling	2.00
2	Blue Spruce (Small)	Local Seedling	2.00
3	Mountain Pine	Local Seedling	2.00
4	Juniper (Small)	Local Seedling	2.00
5	Yucca (Small)	Local Seedling	2.00
6	Rock Rose	Local Seedling	2.00
7	Artemisia	Local Seedling	2.00
8	Sagebrush	Local Seedling	2.00
9	Shrub (Small)	Local Seedling	2.00
10	Flowering Shrub	Local Seedling	2.00
11	Perennial	Local Seedling	2.00
12	Annual	Local Seedling	2.00
13	Grass	Local Seedling	2.00
14	Soil	Local Seedling	2.00
15	Water	Local Seedling	2.00
16	Light	Local Seedling	2.00
17	Temperature	Local Seedling	2.00
18	Humidity	Local Seedling	2.00
19	Wind	Local Seedling	2.00
20	Soil pH	Local Seedling	2.00
21	Soil Salinity	Local Seedling	2.00
22	Soil Fertility	Local Seedling	2.00
23	Soil Structure	Local Seedling	2.00
24	Soil Drainage	Local Seedling	2.00
25	Soil Aeration	Local Seedling	2.00
26	Soil Moisture	Local Seedling	2.00
27	Soil Temperature	Local Seedling	2.00
28	Soil Humidity	Local Seedling	2.00
29	Soil Wind	Local Seedling	2.00
30	Soil Salinity	Local Seedling	2.00
31	Soil Fertility	Local Seedling	2.00
32	Soil Structure	Local Seedling	2.00
33	Soil Drainage	Local Seedling	2.00
34	Soil Aeration	Local Seedling	2.00
35	Soil Moisture	Local Seedling	2.00
36	Soil Temperature	Local Seedling	2.00
37	Soil Humidity	Local Seedling	2.00
38	Soil Wind	Local Seedling	2.00
39	Soil Salinity	Local Seedling	2.00
40	Soil Fertility	Local Seedling	2.00
41	Soil Structure	Local Seedling	2.00
42	Soil Drainage	Local Seedling	2.00
43	Soil Aeration	Local Seedling	2.00
44	Soil Moisture	Local Seedling	2.00
45	Soil Temperature	Local Seedling	2.00
46	Soil Humidity	Local Seedling	2.00
47	Soil Wind	Local Seedling	2.00
48	Soil Salinity	Local Seedling	2.00
49	Soil Fertility	Local Seedling	2.00
50	Soil Structure	Local Seedling	2.00

STB DESIGN
 201 WEST 100 SOUTH
 SPANISH FORK, UT 84660
 TEL: 435.338.4400
 FAX: 435.338.4401
 WWW.STBDDESIGN.COM

PROJECT NO. 2024-001
 SHEET NO. L105
 DATE: 10/20/24

THE VILLAS AT ANNIE'S ACRES
 201 EAST 100 SOUTH
 SPANISH FORK, UT 84660

LANDSCAPE PLAN
L105



LANDSCAPE SCHEDULE

Qty	Item Name	Common Name	Qty
1	Aspen	Aspen	1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
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STB DESIGN
 300 EAST 1100 SOUTH
 SPANISH FORK, UT 84660
 (435) 468-1100
 www.stbdesign.com

THE VILLAS AT ANNIES ACRES
 300 EAST 1100 SOUTH
 SPANISH FORK, UT 84660

LANDSCAPE PLAN
LI06



LANDSCAPE SCHEDULE

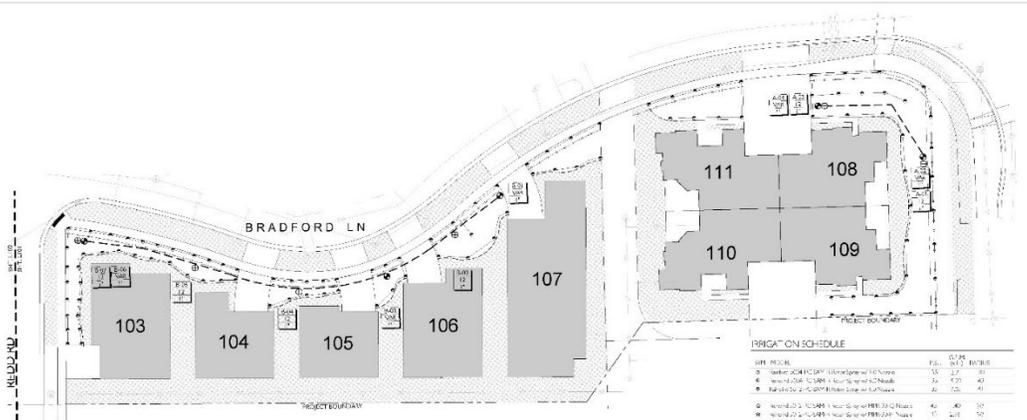
Qty	Item Name	Common Name	Qty
1	Aspen	Aspen	1
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 300 EAST 1100 SOUTH
 SPANISH FORK, UT 84660

LANDSCAPE PLAN
LI07



IRRIGATION PIPE SIZING SCHEDULE

Flow (GPM)	Length (ft)	Friction Loss (psi/100ft)	Head Loss (ft)	Velocity (ft/s)	Notes
100	100	0.10	10	1.0	1" PVC
200	100	0.40	40	2.0	1.5" PVC
300	100	0.90	90	3.0	2" PVC
400	100	1.60	160	4.0	2.5" PVC
500	100	2.50	250	5.0	3" PVC
600	100	3.60	360	6.0	3.5" PVC
700	100	4.90	490	7.0	4" PVC
800	100	6.40	640	8.0	4.5" PVC
900	100	8.10	810	9.0	5" PVC
1000	100	10.00	1000	10.0	5.5" PVC

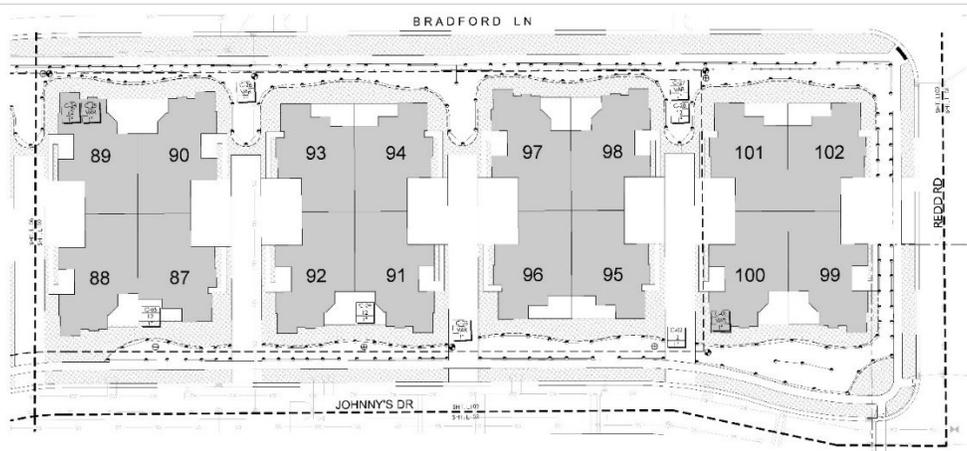
IRRIGATION SCHEDULE

Item	Description	Quantity	Unit	Notes
1	1" PVC Pipe	100	ft	
2	1.5" PVC Pipe	200	ft	
3	2" PVC Pipe	300	ft	
4	2.5" PVC Pipe	400	ft	
5	3" PVC Pipe	500	ft	
6	3.5" PVC Pipe	600	ft	
7	4" PVC Pipe	700	ft	
8	4.5" PVC Pipe	800	ft	
9	5" PVC Pipe	900	ft	
10	5.5" PVC Pipe	1000	ft	



S&B DESIGN
 1000 SOUTH MAIN STREET, SUITE 100
 SPANISH FORK, UT 84601
 (435) 467-1234
 www.sandbdesign.com

THE VILLAS AT ANNIES ACRES
 L201
 IRRIGATION PLAN

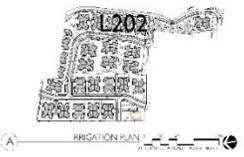


IRRIGATION PIPE SIZING SCHEDULE

Flow (GPM)	Length (ft)	Friction Loss (psi/100ft)	Head Loss (ft)	Velocity (ft/s)	Notes
100	100	0.10	10	1.0	1" PVC
200	100	0.40	40	2.0	1.5" PVC
300	100	0.90	90	3.0	2" PVC
400	100	1.60	160	4.0	2.5" PVC
500	100	2.50	250	5.0	3" PVC
600	100	3.60	360	6.0	3.5" PVC
700	100	4.90	490	7.0	4" PVC
800	100	6.40	640	8.0	4.5" PVC
900	100	8.10	810	9.0	5" PVC
1000	100	10.00	1000	10.0	5.5" PVC

IRRIGATION SCHEDULE

Item	Description	Quantity	Unit	Notes
1	1" PVC Pipe	100	ft	
2	1.5" PVC Pipe	200	ft	
3	2" PVC Pipe	300	ft	
4	2.5" PVC Pipe	400	ft	
5	3" PVC Pipe	500	ft	
6	3.5" PVC Pipe	600	ft	
7	4" PVC Pipe	700	ft	
8	4.5" PVC Pipe	800	ft	
9	5" PVC Pipe	900	ft	
10	5.5" PVC Pipe	1000	ft	



S&B DESIGN
 1000 SOUTH MAIN STREET, SUITE 100
 SPANISH FORK, UT 84601
 (435) 467-1234
 www.sandbdesign.com

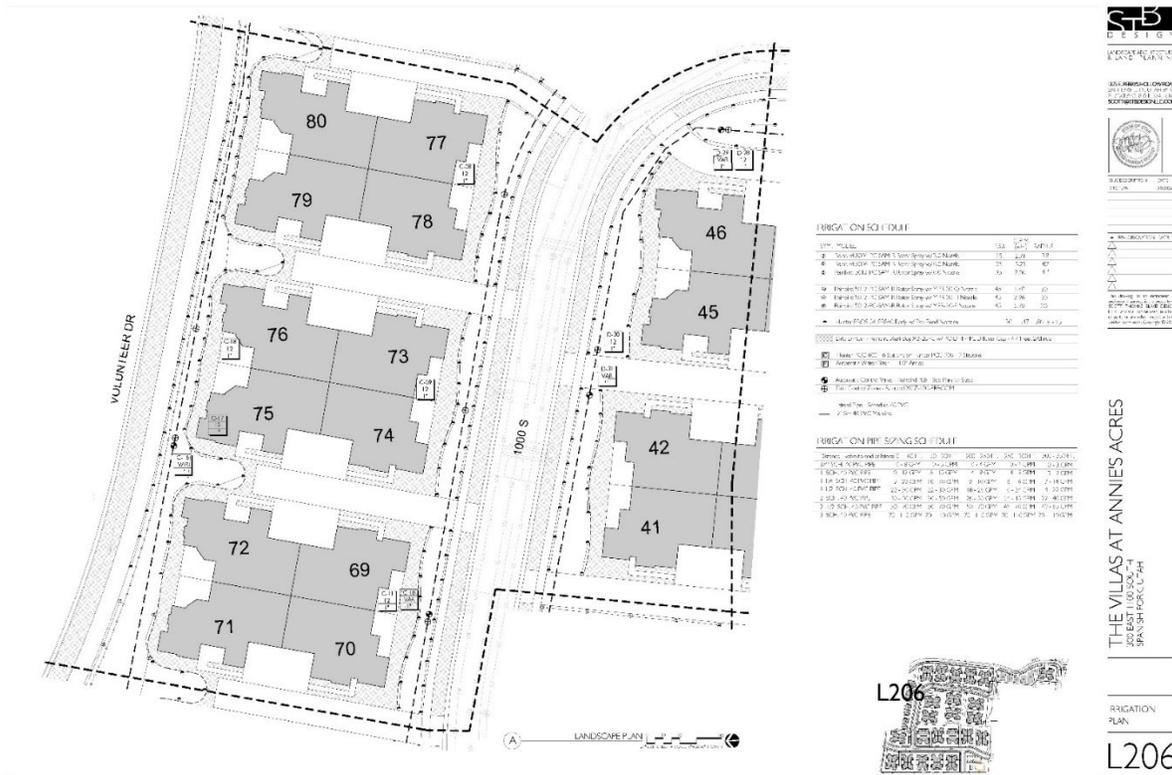
THE VILLAS AT ANNIES ACRES
 L202
 IRRIGATION PLAN



STB DESIGN
 300 PARKWAY DRIVE
 SUITE 200
 SPANISH FORK, UT 84660

THE VILLAS AT ANNIES ACRES
 SPANISH FORK, UT

IRRIGATION PLAN
 L205



STB DESIGN
 300 PARKWAY DRIVE
 SUITE 200
 SPANISH FORK, UT 84660

THE VILLAS AT ANNIES ACRES
 SPANISH FORK, UT

IRRIGATION PLAN
 L206



1500 WEST HOLLYWOOD
SUITE 201, S. C. 6
SPANISH FORK, UT 84660
801.467.8800



DAVID L. SMITH
P.E.
1985

DATE: 08/11/2017
PROJECT: THE VILLAS AT ANNIES ACRES
SHEET: 20 OF 20



IRRIGATION SCHEDULE

IRRI. ZONE	VALVE	ZONE
1	1	81, 82
2	2	83, 84
3	3	85, 86
4	4	81, 82, 83, 84, 85, 86

IRRIGATION PIPE SIZING SCHEDULE

PIPE SIZE	MAX. LENGTH	MAX. HEAD LOSS
1/2"	100'	1.0'
3/4"	150'	1.5'
1"	200'	2.0'
1 1/2"	300'	3.0'
2"	400'	4.0'
2 1/2"	500'	5.0'
3"	600'	6.0'
3 1/2"	700'	7.0'
4"	800'	8.0'
4 1/2"	900'	9.0'
5"	1000'	10.0'



IRRIGATION PLAN

THE VILLAS AT ANNIES ACRES
300 EAST 100 SOUTH
SPANISH FORK, UT

IRRIGATION PLAN
L207



Leisure Villas

55+ Senior Community

Annie's Acres Amended Plan Project Overview



LEISURE VILLAS 55+ COMMUNITY

Project Overview

Leisure Villas, the largest developer of 55+ communities along the Wasatch front is under contract to purchase the remaining undeveloped portion of the Annies Acres senior community at approximately 300 east at 1200 south. We are seeking approval to amend the existing development plan and preliminary plans for the remaining phases to allow for the construction of our proven product type and amenities.



Our proposal will consist of 103 new homes on approximately 20 acres, and may involve absorbing the existing 47 home senior community into a new community known as the Villas at Annie's Acres if the existing residents of Annie's Acres determine that our proposed improvements and additional amenities are in their best interest to join.

The proposal consists primarily of our clustered zero lot line four home design with some single family detached and one duplex model. The success of our previous communities designed for empty-nesters has demonstrated the demand in our area for quality housing alternatives for active retirees.

And that success is centered around our approach to delivering a satisfying combination of Lifestyle and Home Designs focused on meeting the needs and wants of today's more active seniors.

We have found over the last twenty plus years of developing projects specifically for people 55+ that creating a sense of belonging to a community of similarly aged folks with similar interests is supremely important in establishing a long lasting, successful senior community. In in order to accomplish that and to promote our residents ability to meet and mingle and form friendships we deliver actual useful amenities, not just patches of grass.

This 55 + development will feature many superb private amenities, including a clubhouse with a fitness facility, a large party room, swimming pool, bbq, lounge area, and theater. It will also showcase appropriate landscaping and open space. Sales prices should range between the \$500's to \$600's.

The impact on surrounding infrastructure will be less in many respects than a low density development because the average occupancy of the homes will be around half that of a typical neighborhood, at around 1.7 residents per home.

The traffic generated by the development will be much less than a typical subdivision, because of the low number of residents and the fact that typically, seniors do not drive as frequently as others.

As with previous Leisure Villas developments, the common areas and amenities will be overseen by a Homeowners' Association, and the community will be managed and maintained by a professional property management company.



The zero-lot-line, owner-occupied single-family 55 + portion of the community will be similar to our nearby communities in Vineyard and Saratoga Springs and our current development in South Jordan. The buildings will feature a mix of cultured stone or brick and stucco with Hardie elements. The homes are designed to meet the particular needs of aging residents and comply with both Fair Housing Accessibility regulations and Americans with Disabilities Act guidelines.

The homeowners in our developments are almost all retired and are quiet neighbors. Many have considerable wealth, but are looking to downsize. They want to avoid stairs and eliminate yard care and home maintenance. They are looking for the security and peace of mind that living in an active adult development with people of similar age and interests provides.

To date Leisure Villas has built or is in the process of developing over 2000 homes in more than twenty active adult communities. Currently, we have four communities under construction or in development. We have a proven track record of delivering unique, high quality, reasonably priced, carefree living options to active seniors.





What is a "Senior Community"?

While many developers market their projects to retirees, most, in fact, do not restrict them to seniors. In order to legally use the term "Senior Community" the development must comply with all requirements of HUD and meet Federal Fair housing guidelines. This means that at a minimum, 80% of the homes must have at least one resident who is 55 or older.

Our communities are all fully Senior Restricted.



What does the HOA do?

The community will be managed by a professional property management company which will take care of all home exterior maintenance, yard work, snow removal on common areas and clubhouse and other amenities maintenance. It, along with the community CC&Rs ensure the continual excellent ongoing operation of the community.



Property Development Plan

The Property will be developed under an amended development plan in the existing R 1-6 zone and under the Master Planned Development Overlay district.

Our amended layout will replace the currently approved preliminary plans and phases and combine the phases into two, with phase one replacing the southeast portion of the previously approved phase 6.





Home Descriptions

Leisure Villas' success has been due in part to our focus on developing home designs which are in line with current design and market trends and which fit the needs of today's active seniors.

Our homeowners are looking for comfortable, open floor plans, with private courtyards and flexible options. They are seeking impressive designs which fit their carefree lifestyles and changing physical needs.



Our homes will feature the following:

- All designs will be single story and provide 2-car garages, except for homes which feature a bonus room option
- All designs will have spacious, open designs with vaulted ceilings.
- All homes will feature creative "bump-outs" and consistent roof pitches.
- All homes will have a private enclosed courtyard. Some also have porches.
- All exteriors will feature a mix of stucco and cultured stone or brick.
- All homes will be wheelchair accessible.
- Home sizes will range from approximately 1650 to 2700 square feet.

Individual residences are constructed using proven and copyrighted architectural designs. The layouts and features have been extremely well received in the local market.



Except for the detached homes our architecture combines four or two homes, each with attached double-car garages in a unique pinwheel zero lot line configuration. Each front door faces a different direction, which gives the structure the appearance of a large single-family home from all four sides. Having the units attached with the garages between them virtually eliminates sound transmission from other homes.

Leisure Villas warrants the quality and workmanship of all homes for one year after the sale.



Description of Amenities

Our Leisure Villas communities feature a substantial amenity package designed for Seniors.

This community will feature a clubhouse with a large gathering area with kitchenette for group activities and a large theater for watching movies.

It will also showcase a fully equipped fitness center. Outside the Clubhouse will be a lounge and barbecue patio area and swimming pool.

The architecture and design of the clubhouse will blend with and complement the neighborhood style and materials used on the residences.





About the Developer

Leisure Villas specializes in developing 55+ Communities along the Wasatch Front. In fact no other builder in our market has more experience in delivering quality, high-end communities for people 55+.

We have developed communities in West Valley, Springville, West Jordan, Lehi, Syracuse, Pleasant Grove, Herriman, Vineyard, North Logan, Saratoga Springs, and North Ogden. Our newest projects are under construction in Tooele and South Jordan. Our communities are quiet, upscale, well kept, and they promote housing diversity in their Cities. They offer great value and creative features and real amenities designed to meet the needs of active Seniors seeking a more carefree lifestyle.





Our Typical Homeowner

Our typical homeowner falls into one of three categories:

- Active retirees whose kids have finally moved out of the house, and who are looking for a more carefree living option which will allow them more freedom to downsize, travel, perhaps get a place in Saint George all while still keeping a home near their kids, grandkids, and friends.
- Those retirees who are starting to face some physical challenges such as walking up and down stairs, or who are tired of yard care and maintaining the outside of their home.
- Widows and other single active adults who find in our communities a terrific opportunity to develop new friendships in an environment with others of similar age and interests. They are looking for the security and peace of mind that living in a private development provides.



Common Characteristics of our Homeowners:

Minimal Additional Traffic: Seniors typically drive much less than other demographic groups and they tend to drive in off-peak times. Our developments average half the number of residents per home compared to a typical household, and the amount of additional traffic generated by our communities is minimal.

Active Seniors: Our developments are designed for active seniors, showcasing amenities that fit their lifestyle and home designs anticipating future needs.

Wealthy and Stable: 50% of our residents purchase their home with cash. 80% of our homeowners expect this to be their last home purchase.

Empty Nesters: 97% of our residents are occupied by one (38%) or two (59%) people. Only 3% of residents have others (children, nursing aides, etc.) living with them. They are active retirees who are looking for a comfortable residence in a community with others who share similar interests.

Mobility and Access: Five to ten percent of our residents use wheelchairs, with many more purchasing in our communities anticipating future mobility issues.





Facts regarding Seniors

- Every single day in America 10,000 people turn 65.
 - 75 Million Baby Boomers were born between 1946 and 1964 – They are now the core of our communities.
 - Most Seniors want to stay in their current community. Our developments provide an opportunity for these folks to continue to reside in the community they have given so much to.
 - Seniors remain our primary market because their numbers are skyrocketing. In the year 2000 there were 34.7 million seniors in the United States. By 2025 there will be 62 million.
 - Seniors give a great deal to the community but require very little in return.
 - Our homes have only half the number of occupants single-family homes have. Meaning equal tax
- revenue for the city with half the impact.
- Our communities are low impact with regards to traffic volume. Residents in our communities typically avoid driving during peak hours and with less than half the cars of a typical subdivision, generate about 48% as much traffic as residents of traditional neighborhoods.
 - The community’s HOA contracts out landscape services and exterior maintenance.
 - Our 55+ communities generate lower than typical strain on municipal facilities and services and they don’t typically have children in the school system.
 - The senior demographic has the lowest crime rates of any demographic segment, and seniors are not typically demanding users of the City parks and recreation services.
 - As a demographic segment, they are the largest donators of time and money to charitable causes and organizations.
 - 70 percent of Seniors are mortgage free.





Updated Designs

With this community we will be incorporating four different designs which will provide a broad range of square footage, from 1650 to 2700 sq. ft.

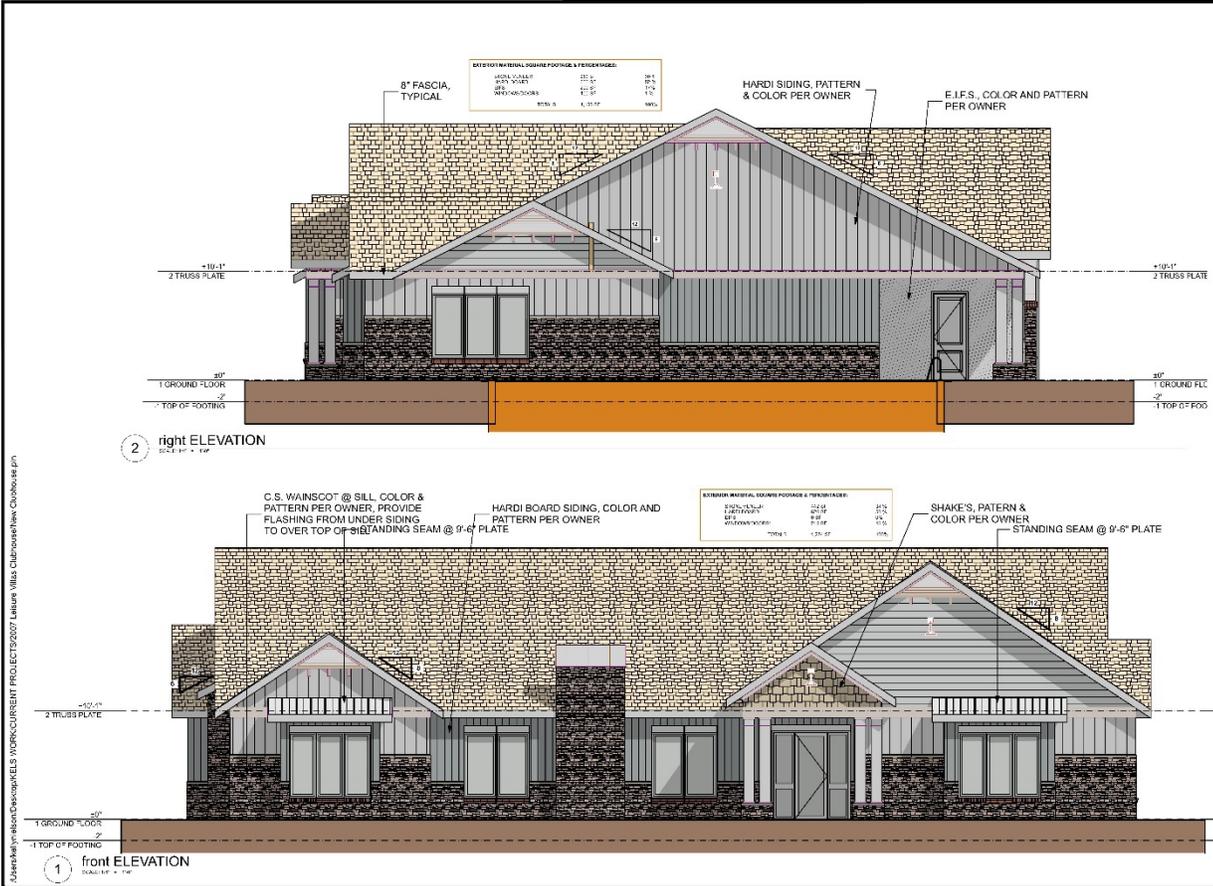


We will also offer a bonus room option over the garage which fits within the existing roof structure and will not face out over the neighboring subdivision. The homes will be spacious, open and bright, and feature lots of storage space, and will be directed towards a slightly higher-end market than some of our previous communities.



These new designs were developed through the input of hundreds of prospective buyers and current homeowners.

Through our extensive experience dealing with this specific market niche, we are confident that no other local builder has a better understanding of those housing design elements, features, and amenities that are important to the majority of today's active seniors.



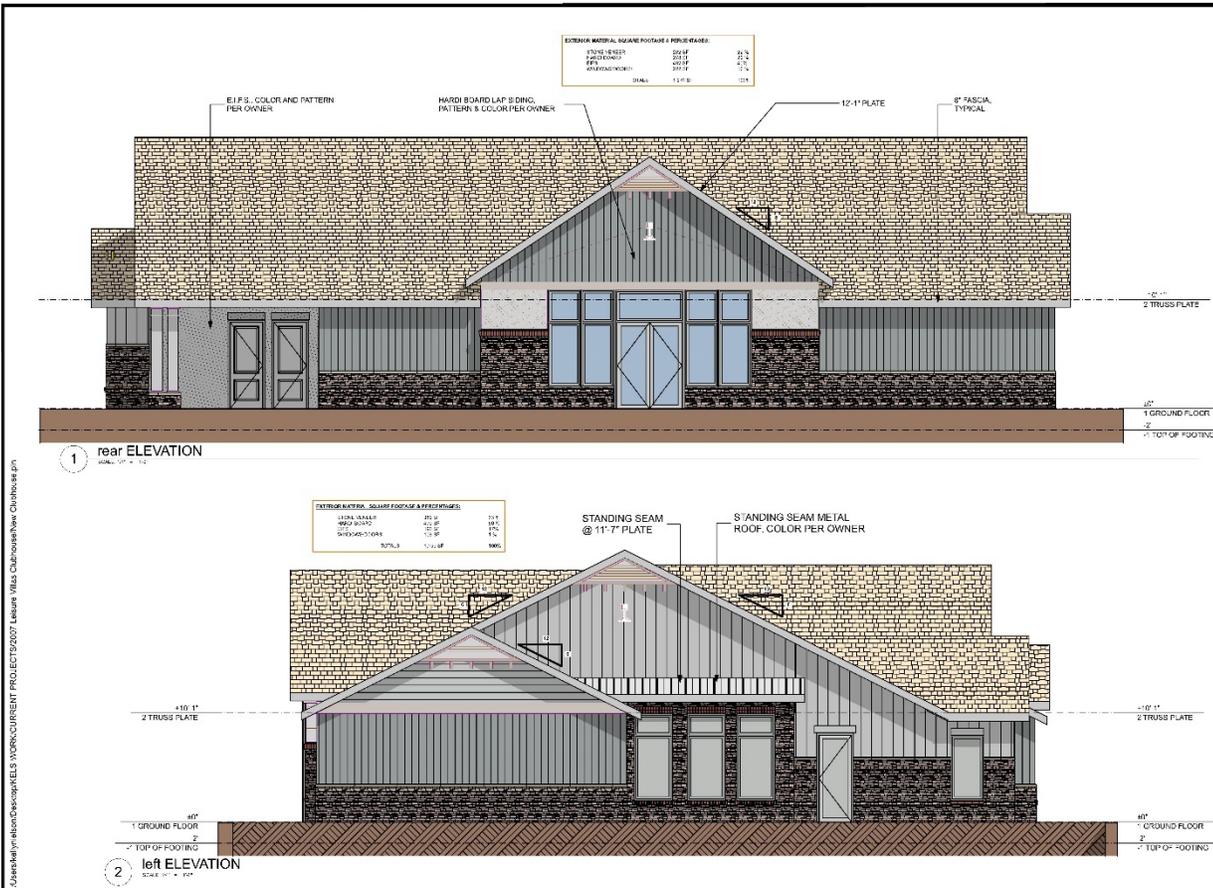
Nielson Architecture Planning, Inc.
Kelly Nielson, Architect
1533 South 2378 West
Streatway, UT 84075
801-564-7200

HEARTHSTONE VILLAS CLUBHOUSE
9530 SOUTH 3400 WEST
SOUTH JORDAN, UTAH 84095
BY LEISURE VILLAS OF LEHI, UTAH

PROJECT NO: 2017
DATE: 25 August 2020
DRAWN BY: KRN
CHECKED BY: KRN
COPYRIGHT: Nielson Architecture/Planning, Inc. permit SET

SHEET TITLE: front & right ELEVATIONS

A-201
SHEET 8 OF 9



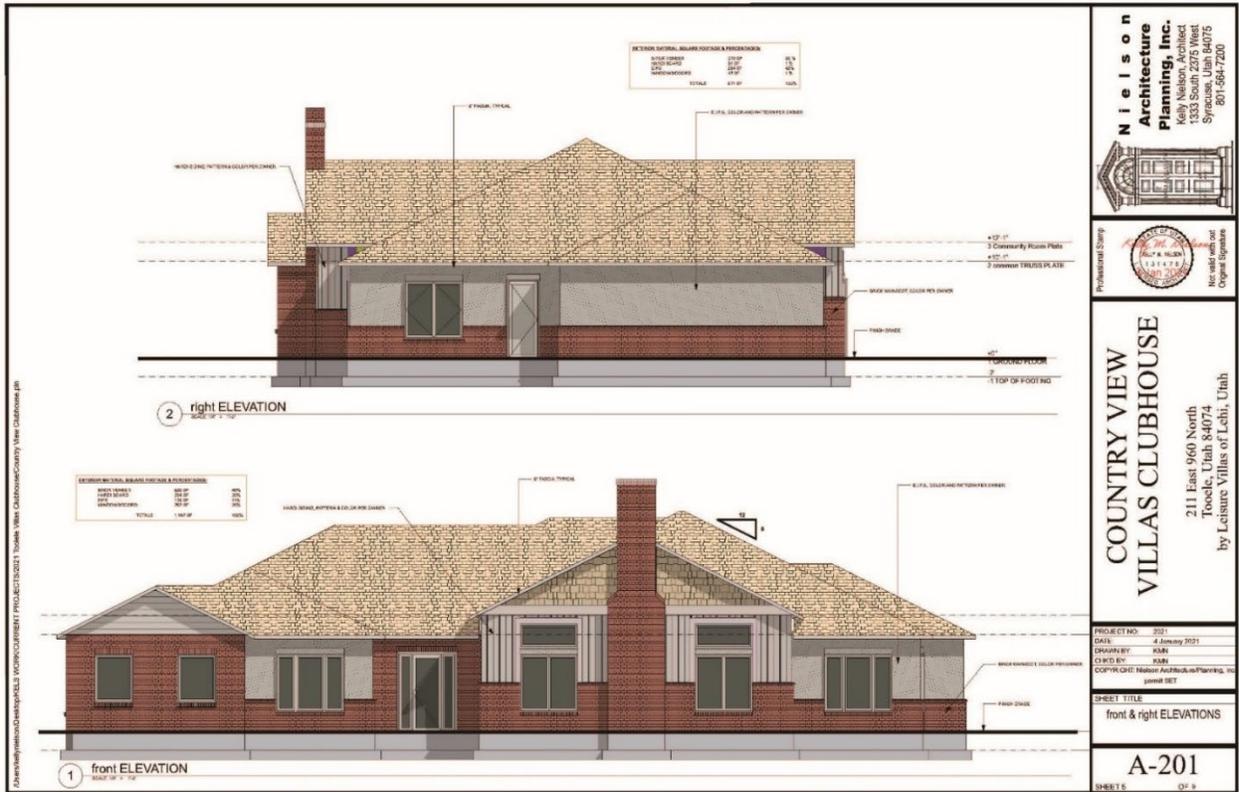
Nielson Architecture Planning, Inc.
Kelly Nielson, Architect
1533 South 2378 West
Streatway, UT 84075
801-564-7200

HEARTHSTONE VILLAS CLUBHOUSE
9530 SOUTH 3400 WEST
SOUTH JORDAN, UTAH 84095
BY LEISURE VILLAS OF LEHI, UTAH

PROJECT NO: 2017
DATE: 25 August 2020
DRAWN BY: KRN
CHECKED BY: KRN
COPYRIGHT: Nielson Architecture/Planning, Inc. permit SET

SHEET TITLE: left & rear ELEVATIONS

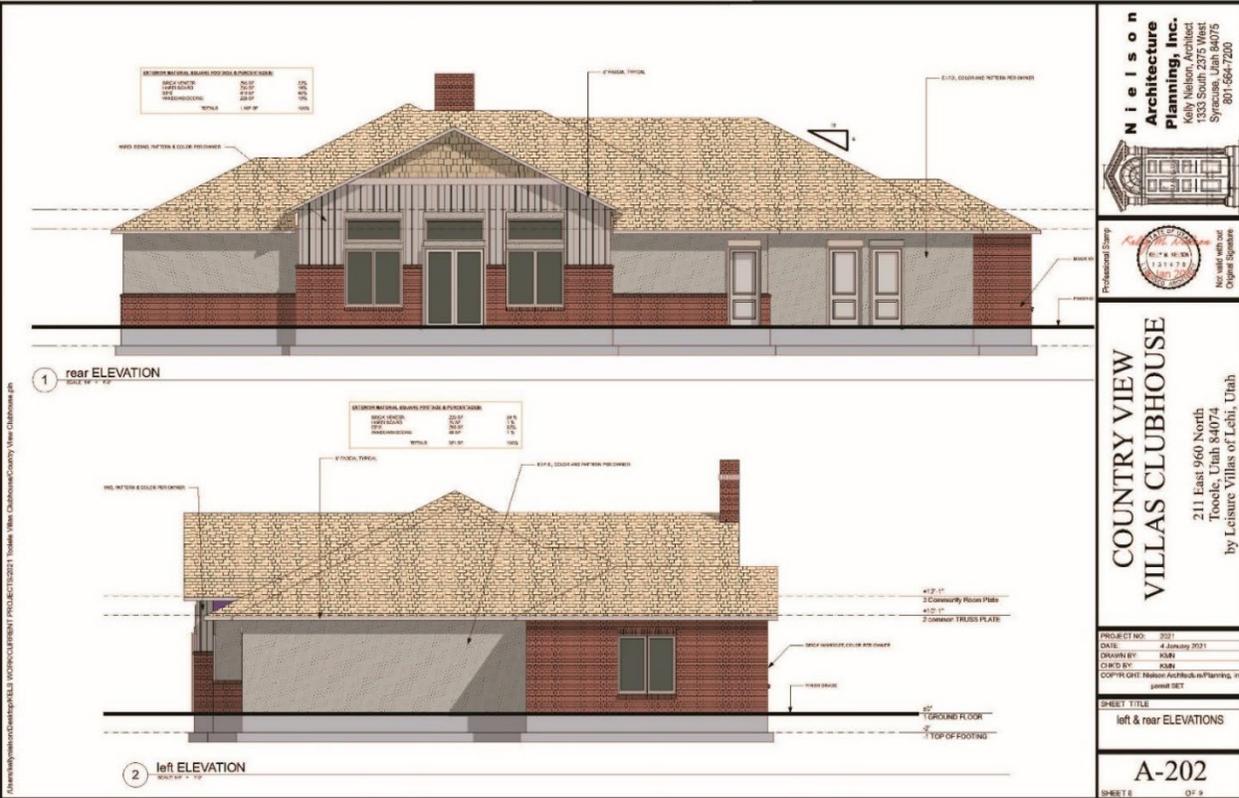
A-202
SHEET 8 OF 9



Nielson Architecture Planning, Inc.
 Kelly Nielson, Architect
 1333 South 275 West
 Syracuse, Utah 84075
 801-564-7200

COUNTRY VIEW VILLAS CLUBHOUSE
 211 East 960 North
 Tooele, Utah 84074
 by Leisure Villas of Lehi, Utah

PROJECT NO: 2021
 DATE: 4 January 2021
 DRAWN BY: KSN
 CHECKED BY: KSN
 COPY/RIGHT: Nielson Architecture Planning, Inc. 2021
 SHEET TITLE: front & right ELEVATIONS
A-201
 SHEETS 01 of 2



Nielson Architecture Planning, Inc.
 Kelly Nielson, Architect
 1333 South 275 West
 Syracuse, Utah 84075
 801-564-7200

COUNTRY VIEW VILLAS CLUBHOUSE
 211 East 960 North
 Tooele, Utah 84074
 by Leisure Villas of Lehi, Utah

PROJECT NO: 2021
 DATE: 4 January 2021
 DRAWN BY: KSN
 CHECKED BY: KSN
 COPY/RIGHT: Nielson Architecture Planning, Inc. 2021
 SHEET TITLE: left & rear ELEVATIONS
A-202
 SHEETS 02 of 2

NOTE:
 CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND MATERIALS TO BE USED IN THIS PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.



END ELEVATION SCALE: 1/4" = 1'-0"



WINDSOR COURT | ELEVATION SCALE: 1/4" = 1'-0"

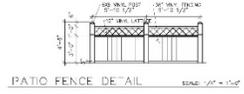


DATE: 2/17/2022 PROJECT: 25250 ESSION & ENGINEERING
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 HARTHSTONE VILLAS
 BID #1 S. JORDAN, UT

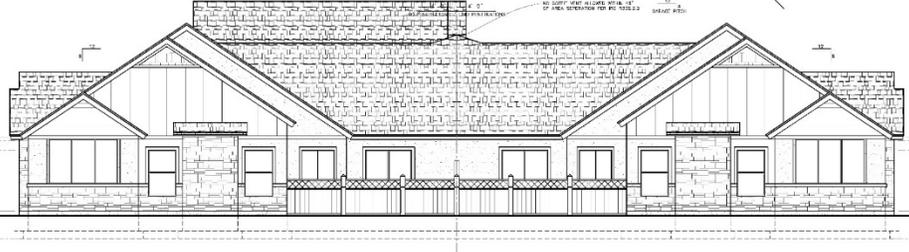
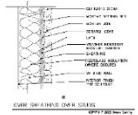


FRONT ELEVATION, GRANDVIEW W/ BONUS

NOTE:
 CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND MATERIALS TO BE USED IN THIS PROJECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.



PATIO FENCE DETAIL SCALE: 1/2" = 1'-0"



GRANDVIEW W/ BONUS END ELEVATION SCALE: 1/4" = 1'-0"



FRONT ELEVATION, GRANDVIEW SCALE: 1/4" = 1'-0"



DATE: 2/17/2022 PROJECT: 25250 ESSION & ENGINEERING
 SCALE: 1/4" = 1'-0" DRAWING NUMBER: 3.0
 HARTHSTONE VILLAS
 BID #1 S. JORDAN, UT

Bristol Court

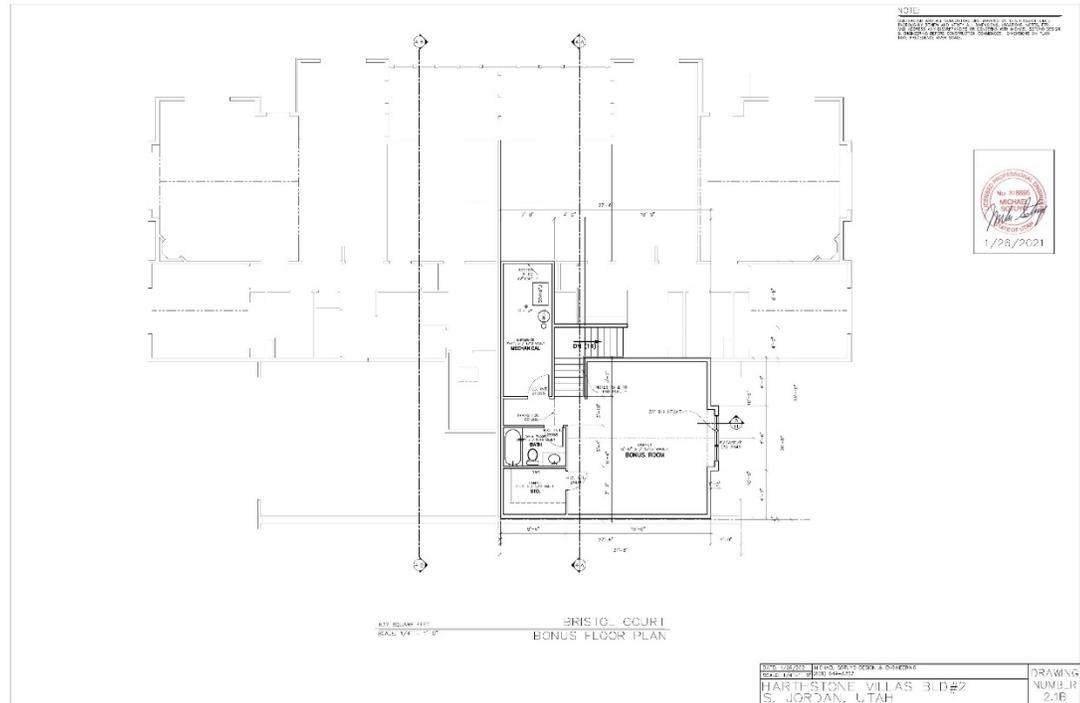
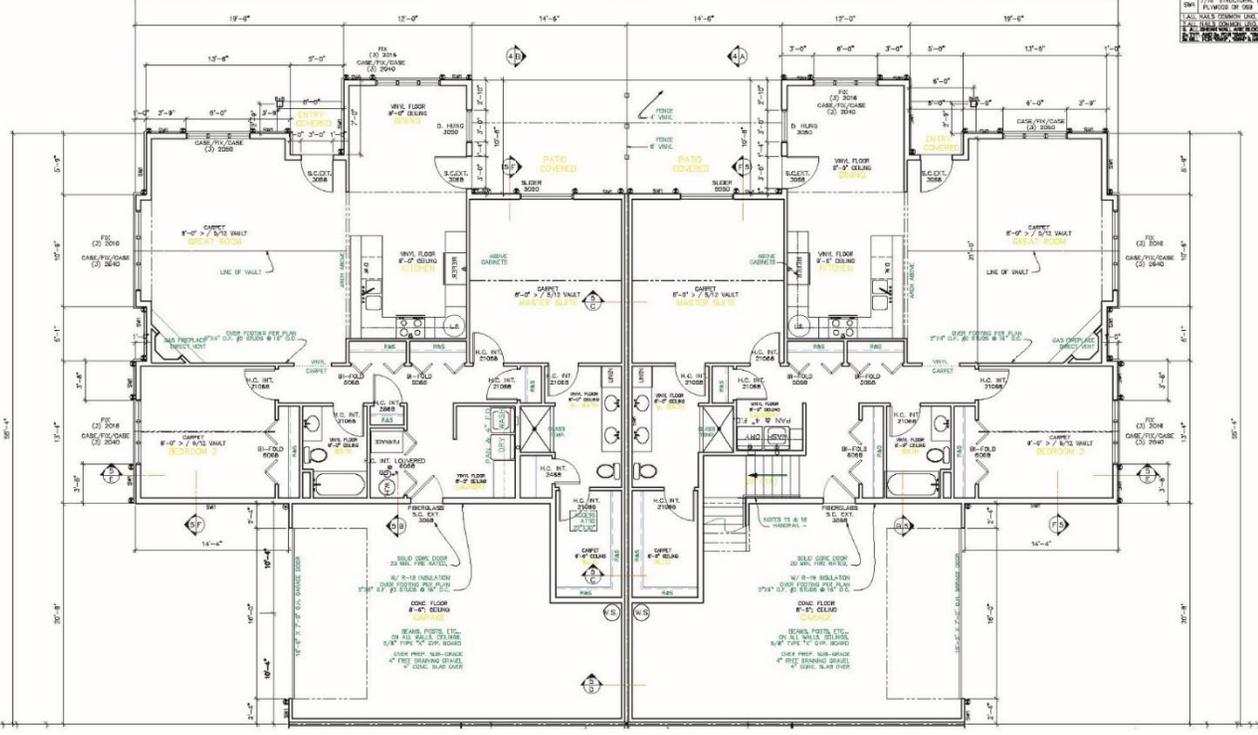


BRISTOL COURT FLOOR PLAN
 585 SQUARE FEET GARAGE
 1502 SQUARE FEET OF LIVING

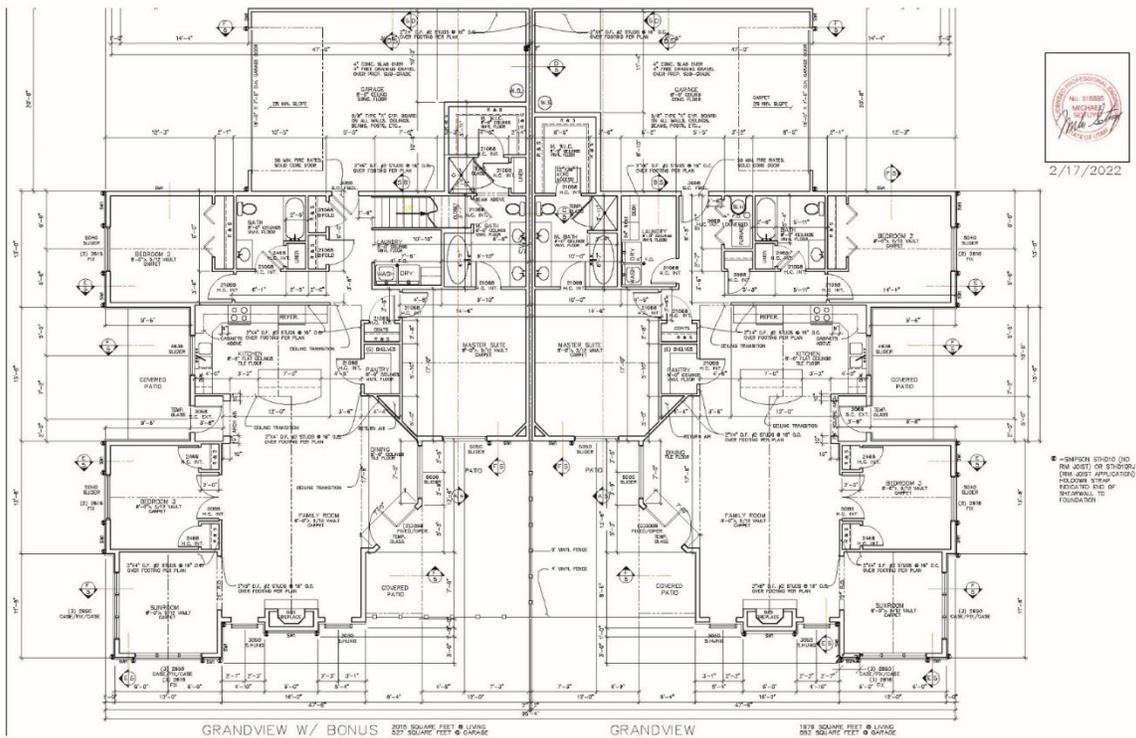
SCALE: 3/16" = 1'-0"
 SHEET 2.0

BRISTOL COURT W/ BONUS FLOOR PLAN
 585 SQUARE FEET GARAGE
 1502 SQUARE FEET OF LIVING

200	PL/WOOD OF CAB	3/4" @ 12" O.C. FIELD	
201	7/8" STRUCTURAL I	3/4" @ 4" O.C. EDGE	280
202	PL/WOOD OF CAB	3/4" @ 12" O.C. FIELD	
203	7/8" STRUCTURAL I	3/4" @ 4" O.C. EDGE	490
204	PL/WOOD OF CAB	3/4" @ 12" O.C. FIELD	
205	7/8" STRUCTURAL I	3/4" @ 4" O.C. EDGE	840
206	PL/WOOD OF CAB	3/4" @ 12" O.C. FIELD	
207	7/8" STRUCTURAL I	3/4" @ 4" O.C. EDGE	840
208	PL/WOOD OF CAB	3/4" @ 12" O.C. FIELD	
209	7/8" STRUCTURAL I	3/4" @ 4" O.C. EDGE	840
210	PL/WOOD OF CAB	3/4" @ 12" O.C. FIELD	
211	7/8" STRUCTURAL I	3/4" @ 4" O.C. EDGE	840

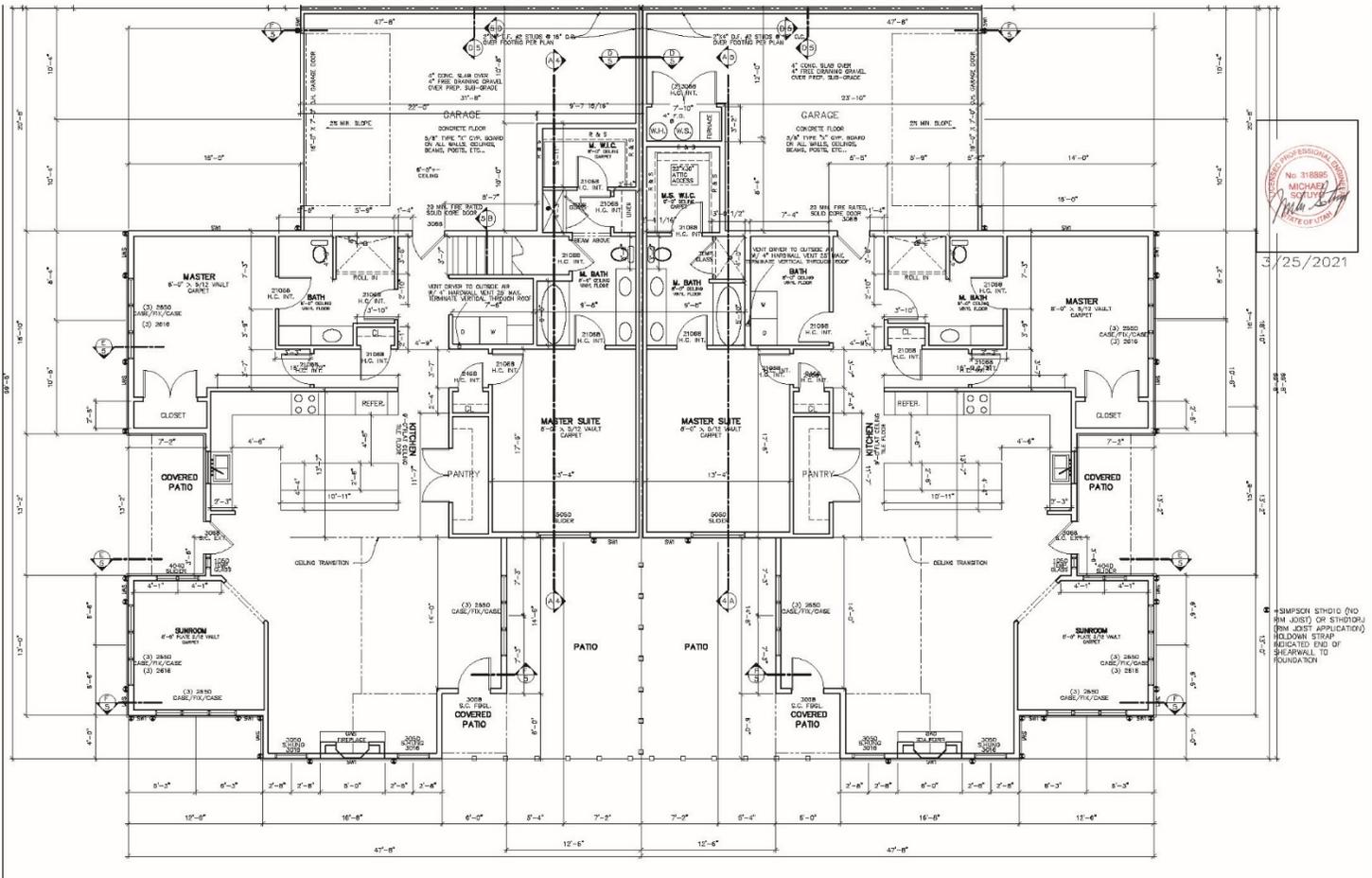


Grandview



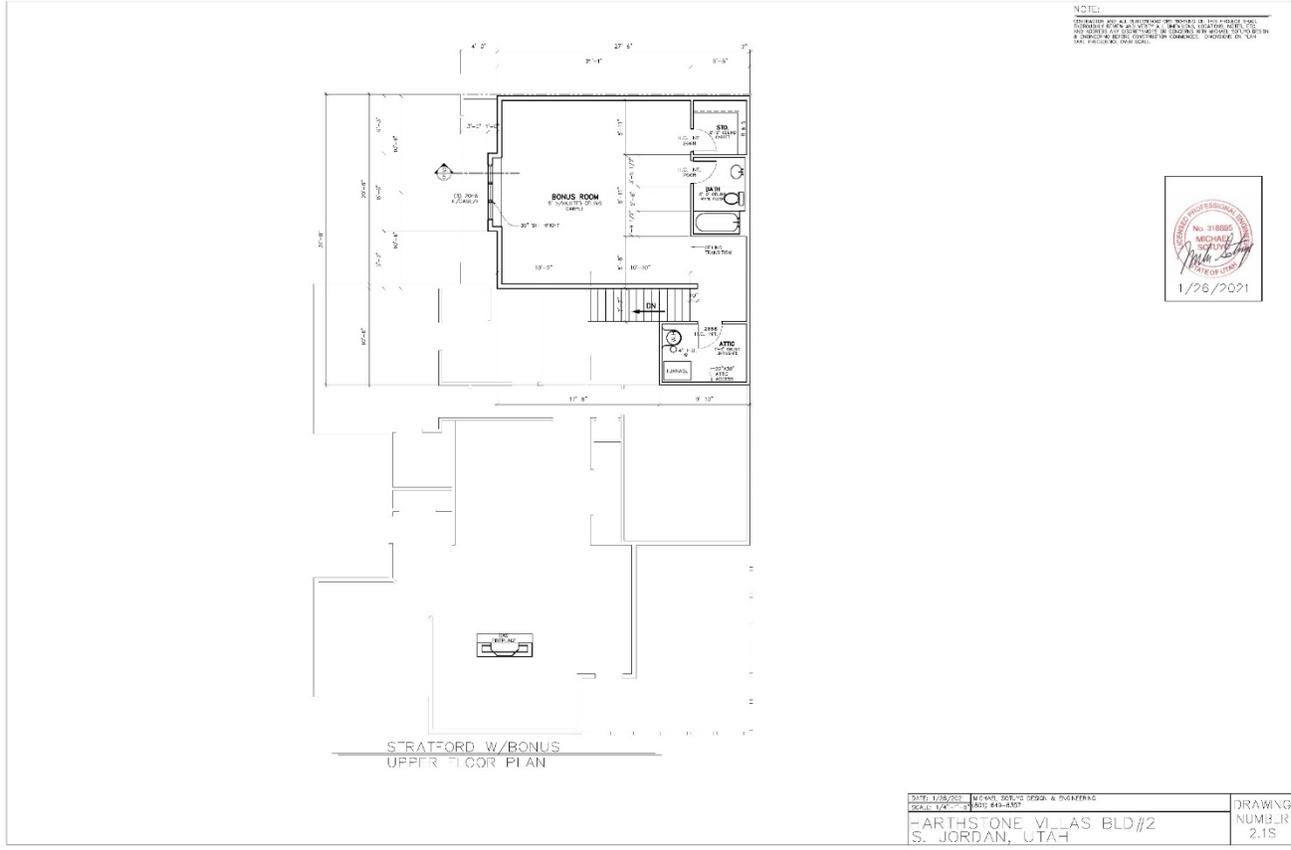
Stratford





3/25/2021

SIMPSON STRONG TIE (NO SIM JOIST) OR STRONG TIE (NO JOIST APPLICATION) IMBEDDED END OF SHEARWALL TO FOUNDATION

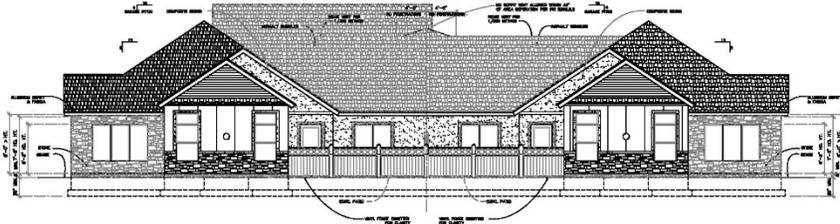


NOTE:
 1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING AND PROPOSED STRUCTURAL MEMBERS AND CONDITIONS BEFORE CONSTRUCTION.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



STRATFORD W/BONUS UPPER FLOOR PLAN

DATE: 1/28/2021	BY: M. SCULLY	SCALE: AS SHOWN
ARTHSTONE VILLAS BLDG #2		
S. JORDAN, UTAH		
DRAWING NUMBER		2.1S



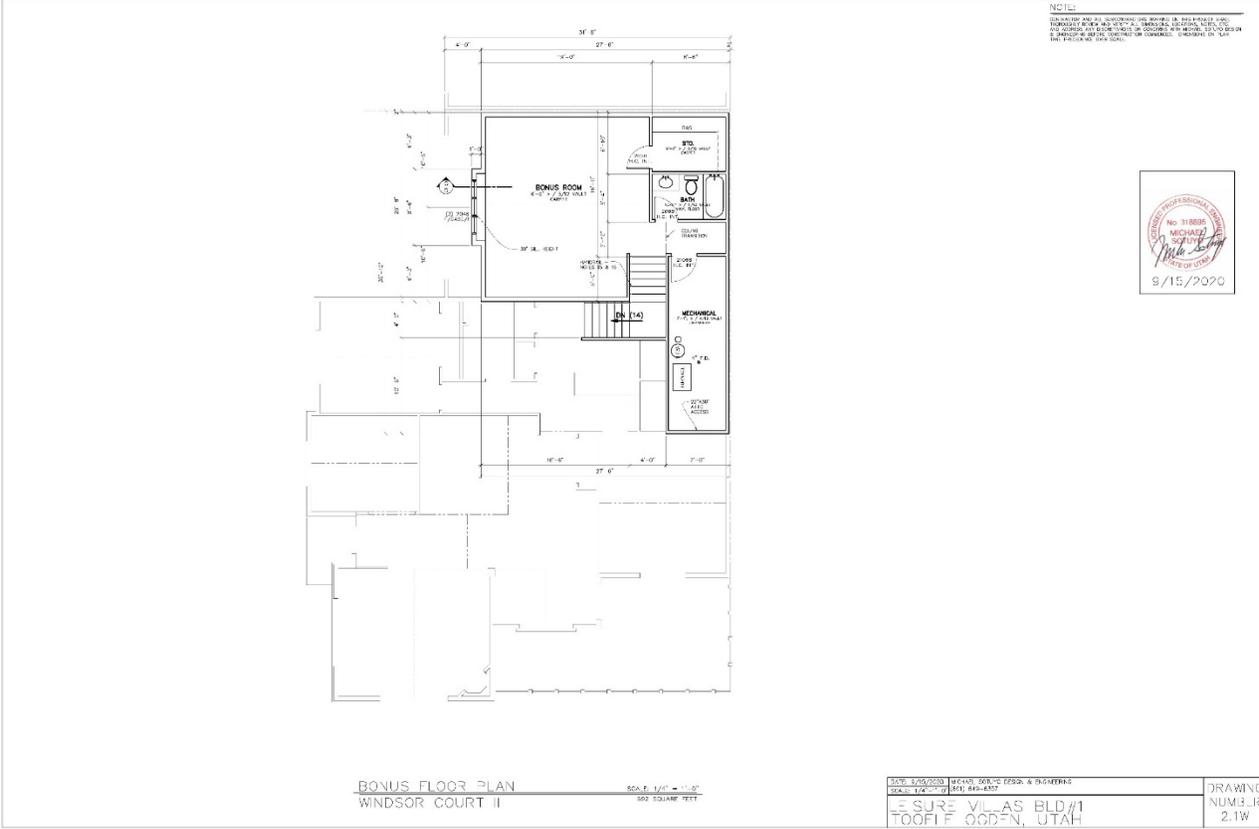
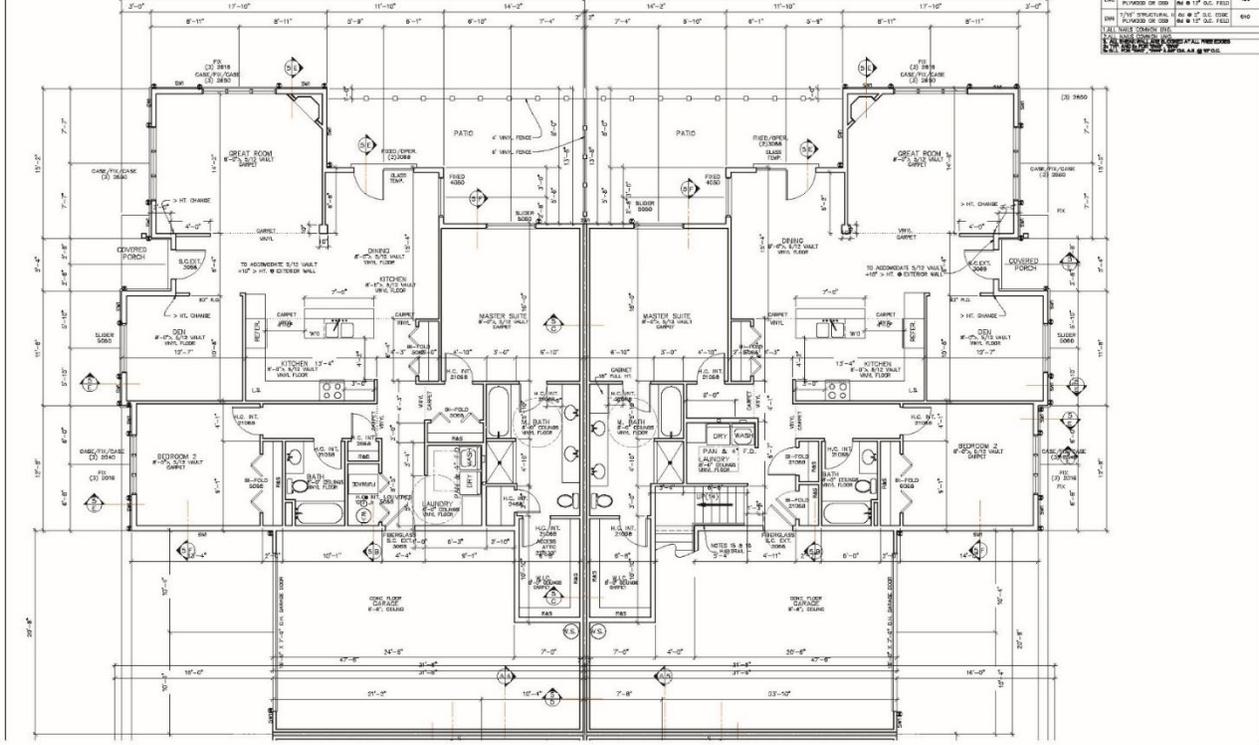
STRATFORD

Windsor



HARTHSTONE VILLAS BUILDING #9 S. JORDAN, UTAH
 WINDSOR COURT II FLOOR PLAN SCALE: 3/16"=1'-0" SHEET 2.0 WINDSOR COURT II W/ BONUS FLOOR PLAN

NO.	REVISION	DATE
1	ISSUE FOR PERMITS	08/15/2020
2	REVISED PER PERMITS	08/15/2020
3	REVISED PER PERMITS	08/15/2020
4	REVISED PER PERMITS	08/15/2020
5	REVISED PER PERMITS	08/15/2020
6	REVISED PER PERMITS	08/15/2020
7	REVISED PER PERMITS	08/15/2020
8	REVISED PER PERMITS	08/15/2020
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PATIO FENCE DETAIL SCALE: 1/4" = 1'-0"

WINDSOR COURT II W/ BONUS ELEVATION SCALE: 1/4" = 1'-0"

END ELEVATION SCALE: 1/4" = 1'-0"

WINDSOR COURT II ELEVATION SCALE: 1/4" = 1'-0"

NOTE: IT IS THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR & ALL SUB-CONTRACTORS TO THOROUGHLY REVIEW THESE PLANS FOR DIMENSIONS & MATERIALS PRIOR TO ANY CONSTRUCTION OR ORDERING MATERIALS. PLEASE CONTACT THE ARCHITECT WITH ANY DISCREPANCIES PRIOR TO CONSTRUCTION OR CONCRETE PLACEMENT. OTHERWISE, THE PROCEEDING SOBB SHALL.

REVISIONS:

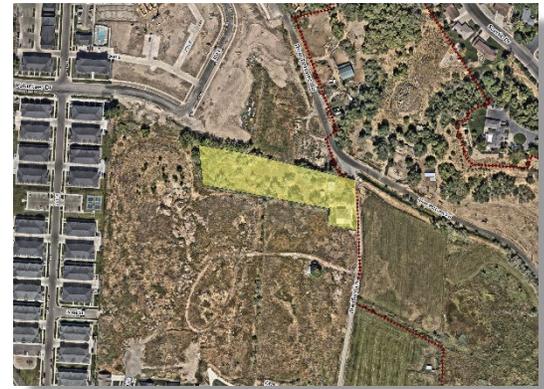
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REVISION 3:	DATE: 08/01/17

3 of 9





The Villas at Annie's Acres
Zone Change
1172 South Bradford Lane
2.14 acres
R-1-6 with the Master Planned
Development Overlay
General Plan Designation
Medium Density Residential



PROPOSAL

This proposal involves changing the zoning of a property from R-R to R-1-6 with the Master Planned Development Overlay to accommodate the completion of a residential subdivision located at 1172 South Bradford Lane. The request would amend the previous approvals by adding additional acreage on the north side of the development. The Master Planned Development Overlay allows for the proposed variety of housing types.

The Applicant would like to add approximately two acres to the proposed development for a revised total residential unit count of 111 units. The modifications yield a residential density of approximately 5 units to the acre for the Villas at Annie's Acres. (The maximum density per acre of the R-1-6 is 5.34 residential units. There are 47 existing residential units in the original Annie's Acres development in addition to what is being proposed. Total overall project details include 158 units on 32.85 acres for a density of 4.81 units per acre.) The additional acreage will add eight additional residential units to the proposed development and provide for the completion of Volunteer Drive improvements to the intersection of Bradford Lane and River Bottoms Road.

The City Council previously approved the Preliminary Plat and Zone Change on August 22, 2024. An amended Development Agreement was approved by the City Council on June 17, 2025, with the DRC approving the Final Plat on May 21, 2025. Some of the key issues to consider are: development agreement and improvements.

STAFF RECOMMENDATION

That the proposed Villas at Annie's Acres Zone Change be recommended for approval based on the following findings and subject to the following conditions:

Findings

1. That the proposal is consistent with the City's General Plan Designation of Medium Density Residential.
2. That the proposal meets the intent of the Master Planned Development Overlay Zoning District.

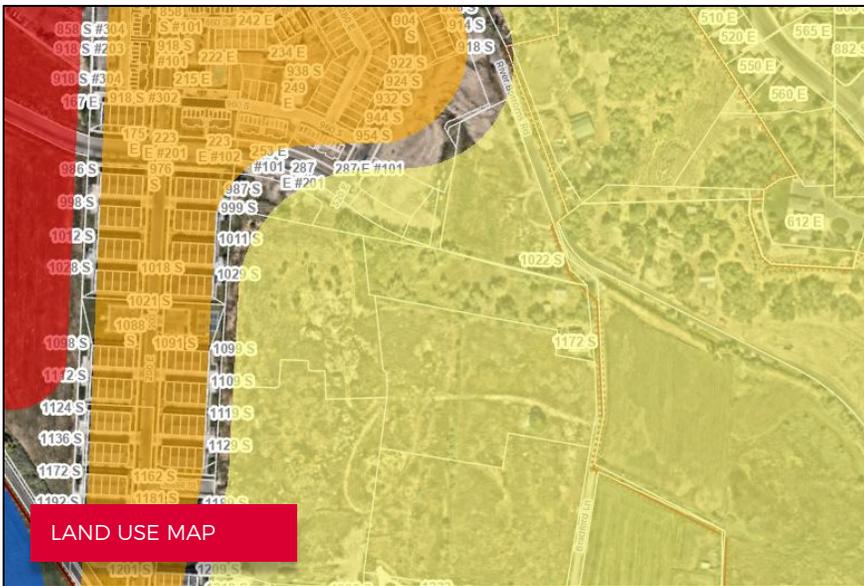
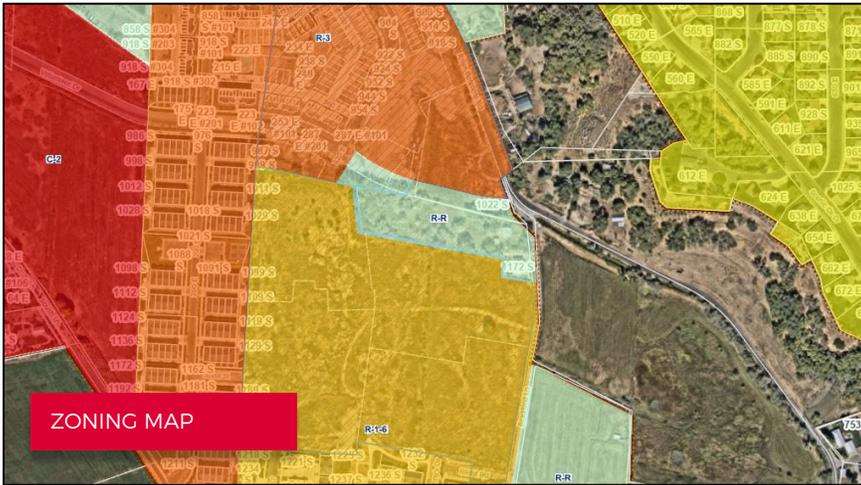
Conditions

1. That the Applicant meets the City's development and construction standards, zoning requirements and other applicable City ordinances.
2. That the Applicant addresses any staff review comments.
3. That the City Council approves an amended development agreement.

EXHIBITS

1. Area Maps
2. Proposed Preliminary Plat
3. Previous Preliminary Plat

EXHIBIT 1



15.4.12.070 Reimbursable Projects

Growth related infrastructure that does not have local connections shall be eligible for 100% reimbursement through impact fees. All roads along non-residential and multi-family development shall be considered to have local connection to the development. Parks shall not be considered to have local connection. If there are local connections, the difference between the regional and local infrastructure cost shall be eligible for reimbursement from impact fees.

Roadway impact fee reimbursement shall only apply to improvements and land from back of curb to back of curb unless offsite along previously developed land. Intersection impact fee reimbursement shall be calculated by averaging the percent impact fee eligible of the two intersecting streets.

Eligible projects become reimbursable once they are added to the Impact Fee Facilities Plan (IFFP). The City Public Works Director will determine when projects will be added to the IFFP.

Design costs for development projects may be reimbursed through impact fees only under the following conditions: a. The design costs are incurred exclusively for system improvements that are not local development project improvements. b. The design contract for system improvements is separate and independent from the original development design contract for on-site work.

Applications for Impact Fee reimbursement must be submitted within six (6) months after the project has passed final inspection and entered the warranty phase. Applications submitted after this period shall not be eligible for reimbursement.

TO: Spanish Fork City Planning Commission
FROM: Dave Anderson, AICP
DATE: January 28, 2026
RE: Text Amendments for Public Facilities Zone and Fencing Requirements

The language provided in boldface red describes a proposed addition to Title 15. This proposal would identify specific setback requirements that would only apply to walls around power substations in the Public Facilities zone. This proposal would also allow fences and walls in the Public Facilities zone be as tall as eight feet without the City Council's explicit approval.

15.3.16.160 Public Facilities (P-F)

This district is intended to provide for structures and uses that are owned, leased, or operated by a governmental entity for the purpose of providing governmental services to the community. Allowed uses will be necessary for the efficient function of the local community or may be desired services which contribute to the community's cultural or educational enrichment. Other allowed uses will be ancillary to a larger use that provides a direct governmental service to the community.

.....

- E. Development Standards.
 - 1. The maximum height of any building or structure shall be limited to 65 feet.
 - 2. Setbacks shall be as follows for all main buildings:
 - a. Front Yard, 20 feet.
 - b. Corner side yard, 20 feet.
 - c. Interior Side Yard, 10 feet.
 - d. Rear yard, 20 feet.
 - 3. Setbacks for walls around power substations shall be as follows:**
 - a. Front Yard, 10 feet.**
 - b. Corner side yard, 10 feet.**
 - c. Interior Side Yard, none.**
 - d. Rear yard, none.**

.....

15.4.16.150 Fencing And Clear Vision Area

- A. General Fencing Requirements.
 - 1. A Building Permit is required for all fences that are taller than three (3) feet. No fee is charged for Fence Permits unless the Permit is required by the Building Code.
 - 2. The maximum height of a fence is six (6) feet in all non-industrial zoning districts; fence pillars are not to exceed six and one-half (6 1/2) feet in height. The Council may waive the height requirement at its sole discretion. In the Industrial 1, Industrial 2, Industrial 3 and **Public Facilities** zones, fences, fence pillars and walls may be eight (8) feet tall.