



ENT 98323:2018 PG 1 of 30
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Oct 12 1:14 pm FEE 68.00 BY NA
RECORDED FOR PAYSON CITY CORPORATION

DEVELOPMENT AGREEMENT FOR SPRING CREEK TOWNHOMES SUBDIVISION

This Development Agreement ("Agreement") is entered into this 20th day of Sept. 2018 by and between the City of Payson, a Utah municipal corporation, hereafter referred to as "**City**", and Keystone Homes and Development LLC, (a limited liability company), hereafter referred to as "**Developer**". The Developer is the owner of the property contained in the "Spring Creek Townhomes Subdivision", hereafter referred to as the "**Project**". The City and Developer are sometimes herein collectively referred to in this Agreement as the "**Parties**".

RECITALS

- A. Payson City, acting pursuant to its authority under Utah Code Annotated 10-9a-102 (2) et seq., as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the development and, in exercise of its legislative discretion, has elected to enter into this Agreement.
- B. Developer is the owner of certain real property located in Payson, Utah and desires to develop the Developer's property and is willing to design and construct the project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the Payson City General Plan, zoning, and land use and development regulations in order to receive the benefit of vesting for certain uses under the terms of this Agreement as more fully set forth herein.
- C. The Spring Creek Townhomes Subdivision is located on or about 1130 South 1700 West, Payson, Utah and encompasses Utah County Parcel Number 30:065:0076, with the legal description being contained in Exhibit "A" attached hereto and incorporated herein by this reference.
- D. Parties acknowledge that the Project property is within the Payson West Meadows Annexation (Entry No. 12165:2014), Payson West Meadows Annexation Agreement (Entry No. 12250:2014), the South Meadows Area Specific Plan (adopted on January 20, 2016), and Spring Creek Townhomes Subdivision, Plat A, and subject to the terms and conditions associated with annexation, specific plan, annexation agreement, and subdivision approval, including completion of certain on-site and off-site improvements, except as noted herein.
- E. Developer requested City Council action for a zone change from the A-5-H, Annexation Holding Zone to the RMF-10, Multi-Family Residential Zone and subdivision approval in accordance with the Payson City Municipal Code. The terms and conditions of this approval is implemented through this Agreement.
- F. Developer has prepared and presented to the City land use applications for a fifty-three (53) unit, single-family attached housing (townhomes) project, with open space and project amenities herein referred to as the "**Project**". The application package was submitted and reviewed by the City pursuant to the requirements of the Payson City Municipal Code and related protocols and policies and other applicable zoning, engineering, fire safety and building requirements. The resulting approved subdivision plat is referred to herein as the "**Final Plat**" and the approved construction plans and associated studies and plans are referred to herein as the "**Plans and Specifications**."
- G. Developer and City desire to allow the Developer to make improvements to the Property and develop the Project in accordance with the Final Plat and the Plans and Specifications.
- H. The Payson City Council has authorized the negotiation of and adoption of a development agreement that advances the policies, goals, and objectives of the Payson City General Plan, and preserve and maintain the atmosphere desired by the citizens of Payson, Utah. Moreover, the Developer has voluntarily agreed to the terms of this Agreement

and hereby acknowledges the obligations to complete the Project in a manner consistent with the approval of the City Council and the applicable regulations of the Payson Municipal Code.

I. Consistent with the foregoing authorization and the provisions of Utah State law, the City's governing body has authorized execution of this Agreement by Resolution No. 08-15-2018A, a copy of which is attached to this Agreement as **Exhibit "B"**.

AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, IT IS AGREED AS FOLLOWS:

I. **Recitals.** The recitals set forth above are incorporated herein by this reference.

II. **Exhibits.** The Exhibits and attachments are intended to be included as if in the body of this Agreement and regulated as such:

Exhibit "A" - Legal Description of "Project" Property

Exhibit "B" - Adopting Resolution

Exhibit "C" - Project Amenities, Fencing and Landscaping

Exhibit "D" - Residential Design Elements

III. **Developer Obligations.**

A. **Completion of the Project.** Developer agrees to construct and complete the Project in accordance with the Preliminary Plan, Final Plat, and the Plans and Specifications (collectively, the "**Work**") and dedicate to the City all public roads, public utility easements, and other applicable public infrastructure associated with the Project, to the extent such roads, easements, and other public infrastructure are located within the boundaries of the City and are to be operated by the City. Any modification from the approved project drawings must be approved in writing by both Developer and City.

The Payson City Council granted Preliminary Plan approval on June 7, 2017, contingent upon the satisfaction of certain conditions. The Payson City Council granted Final Plat approval on March 7, 2018. Developer hereby agrees to satisfy all conditions imposed by the Payson City Council in conjunction with Preliminary Plan and Final Plat approval as such conditions pertain or relate to the Project.

All infrastructure, roadways, and improvements associated with the Project must be completed by Developer, and inspected and approved by City prior to the issuance of any Certificate of Occupancy in the Project or any phase thereof. Project amenities will be provided in accordance with the amenity schedule herein. Any undeveloped portions of the property must be maintained consistent with the provisions of Chapter 19.24, City Beautification of Title 19 Zoning Ordinance.

B. **Subdivision Improvements.** Any development within the boundaries of Plat A of Spring Creek Townhomes Subdivision prompts the installation of public and private improvements for all lots within the subdivision, including extension of utilities and roadway improvements. The Project will trigger the installation of public improvements along the entire frontage of the subdivision, 1130 South Street, and 1700 West Street, with the modification that streets interior to the project may use alternate street cross-sections as approved by the City (private roads) and the installation of sewer main line in 1130 South Street is waived.

- C. Geotechnical studies.** Installation of improvements and construction must follow the recommendations of the geotechnical report prepared by Intermountain Geo Environmental Services, Inc. (IGES) dated September 30, 2016.
- D. Approvals by other agencies.** Developer is responsible to obtain any necessary approvals from other agencies including but not limited to, the Utah Division of Water Rights, the Bureau of Reclamation, any irrigation company, Utah County, or the State of Utah.
- E. Final approval items.** The Developer must obtain in a timely manner and show proof satisfaction of the all requirements of the Project, including but not limited to the following: The proper transfer of sufficient water rights to City; payment of performance guarantees; payment of property taxes; payment of electrical materials and labor; payment of public works testing and inspection fees; payment of asphalt overlay costs; and complete a pre-construction meeting prior to the commencement of any construction on the site.
- F. Project Density and Lot Arrangement.** The Project was approved in accordance with South Meadows Area Specific Plan, Base Scenario Land Use Plan, and Section 19.6.7, R-MF, Multi-Family Residential Zone: RMF-10 (Multi-Family Residential Zone up to 10 units/gross acre) of Title 19 Zoning Ordinance of the Payson City Municipal Code. Developer shall be entitled to the project density and lot arrangement for the Project consistent with the approval granted by the Payson City Council and in accordance with the land use ordinances of Payson City adopted and in effect at the time of the signing of this Agreement, together with the “Work” and the Plans and Specifications for the Project.
- G. Circulation, Access, and Parking.** Developer agrees to provide and maintain the following:
- i. Sidewalks, parking lots, and driveways shall be designed and maintained to provide unobstructed access to the parking areas and structures by residents, service providers, and public safety personnel and apparatus.
 - ii. Project may be completed in phases, but the configuration of each phase must satisfy the minimum requirements of the land use and development ordinances. Two points of ingress/egress shall be provided for the Project at all times. Temporary construction access must satisfy the requirements of the Payson Fire Department.
 - iii. All improvements outside of the public right-of-way are the ownership and maintenance responsibility of Developer. All internal roadways, on-site utilities, including waterlines, irrigation lines, wastewater lines, and storm water facilities are the responsibility of Developer. Developer agrees to provide access to electrical facilities and meters for inspection and maintenance by Payson Power personnel. Developer shall coordinate with Payson Fire Department to complete inspections of on-site fire protection devices.
 - iv. Residential off-street parking shall be installed and maintained as follows:
 1. 48 units will have a two-car garage measuring no less than 20' x 20'.
 2. 5 units will have a single-car garage and parking in the driveway.
 3. Garages must be maintained as off-street parking space and shall not be used or converted in a manner that will eliminate covered off-street parking.
 4. All driveways will be at least 20' in length to accommodate additional off-street parking. Vehicles parking in the driveway shall not extend over the sidewalk or obstruct pedestrian access and circulation.
 5. 17 uncovered guest parking stalls shall be provided as indicated on the approved plans. Visitor parking areas are for the use of guests only and shall be signed as guest parking. These parking stalls cannot be reserved for any other purpose or leased/rented by owners/residents of the Project.
 - v. Parking and storage of recreational vehicles, motorhomes, campers, boats, trailers, and other similar apparatus is prohibited in the Project. The homeowner's association shall restrict and enforce any parking or storage of these types of vehicles within or adjacent to the Development.

H. Project Amenities and Landscaping. Developer made various commitments to the Payson City Council to obtain approval of the land use applications.

- i. Developer shall complete the installation of landscaping as follows:
 - a. Developer shall complete and maintain landscaping required by and consistent with the approved landscaping plan, attached hereto as **Exhibit "C"**, and landscaping shall be installed within 30 days of issuance of occupancy permit on last unit of building or 2 months from occupancy of first unit, whichever comes first. Refer to city ordinance for winter landscaping.
 - b. Limited common areas must be completely landscaped prior to issuance of occupancy permit.
 - c. Establish a Homeowner's Association pursuant to the Conditions, Covenants and Restrictions that shall be responsible to maintain all common areas and the 6' landscaped planter areas along 1130 South and 1700 West streets.
- ii. Developer shall complete the following project fencing:
 - a. Install and maintain a decorative solid fence consistent with the design and materials reflected in **Exhibit "C"**, and as follows:
 1. 6' SimTek fence is required along the West and South property lines. The entire length of the West fence must be installed with Phase 1 improvements and prior to the issuance of any building permits.
 2. 6' SimTek fence is required to enclose the backyard areas (limited common area) of Units 1-7.
 3. The decorative solid fence will be maintained by the HOA.
 - b. The limited common areas must be enclosed with a 6' tan vinyl fence (except Units 1-7 which require SimTek fence). The privacy fences will be installed and maintained by the homeowners.
 - c. The common area behind Units 15-34 must remain open or accessible for safety purposes.
 - d. Prior to the installation of any fencing, a permit must be obtained from Payson City.
- iii. Project amenities are a critical element of multi-family development. In accordance with City ordinance, Developer is required to provide open space, services, and amenities for use by the residents of the Project. The Developer shall provide the following amenities:
 - a. Clubhouse (40' x 26'), indoor amenities shall be provided including but not limited to, bathroom, kitchenette, storage room, and an open multi-purpose room with television, chairs and tables; and
 - b. A splash pad; and
 - c. Sports court (45' x 30') designed to accommodate basketball and paddle/pickle ball; and
 - d. One permanently placed basketball standard and hoop; and
 - e. One net/court for paddle/pickle ball; and
 - f. Playground area (30' x 30'), including playground equipment; and
 - g. Pavilion (26' x 40') with at least six (6) picnic tables, one gas barbecue facility, and one freestanding barbecue facility.
 - h. The amenities shall be located as shown on the landscaping plan and consistent with the design and materials reflected in **Exhibit "C"**.
 - i. City agrees to allow Developer to complete the installation of site improvements and construction of residential structures simultaneously. All project amenities must be installed prior to the issuance of any permits in Plat C unless otherwise indicated herein.

I. Residential Design Elements. The project consists of fifty-three (53) single-family attached housing units (townhomes) and must be constructed as follows:

- i. Square footage requirements:
 1. Two-story townhome units with 2 car garage (48 units): Each unit shall contain a minimum of 1,800 square feet of finished floor area above grade.
 2. Two-story townhome units with 1 car garage (5 units): Each unit shall contain a minimum of 1,500 square feet of finished floor area above grade.
 3. Required square footage is exclusive of basements, unenclosed porches, or decks.

- ii. Each unit with a two-car garage shall measure no less than twenty (20) feet by twenty (20) feet from wall to wall. Developer is encouraged to provide larger garages to accommodate full size trucks and SUV's.
- iii. The exterior design and materials must be consistent with the Exterior Elevations attached as Exhibit "D", and satisfy the design standards of the RMF-10 Multi-Family Zone. The exterior materials shall be hard surface materials, including brick, stucco, stone, and cementitious siding. Natural wood may be used to enhance architectural features. Vinyl and aluminum siding is not allowed.

J. Recordation of Project Declaration. Prior to the Developer's conveyance of any Lot in the Project, Developer shall cause to be recorded against the Project a Declaration of Covenants, Conditions and Restrictions (the "Project Declaration"). At a minimum, the Project Declaration shall:

- i. Provide for the creation of a Homeowner's Association responsible to maintain the areas of common interest within the Project and with the requisite authority to assess the homeowners' maintenance fees and to enforce the requirements of the Project Declaration. At a minimum, the Homeowner's Association shall be responsible to maintain the common area and the improvements thereon; surface and sub-surface storm water facilities; project fencing, project amenities, and the 6' landscaped planter areas along 1130 South and 1700 West streets.
- ii. Private streets (1160 South, 1210 South, and 1740 West) will be held in common by the owners in the Project and maintained by the Homeowner's Association. Because the infrastructure within the Project is located beneath a private street, the infrastructure will also be privately owned and maintained by the Homeowner's Association.
- iii. The Homeowner's Association is responsible to maintain the land drain (collection system, sump and pump) to ensure groundwater remains at least 3 feet below proposed top of basement slab.
- iv. Include information about the acceptable building styles and standards for the Project, including acceptable building styles and architectural details, exterior materials, dwelling size, and other development standards deemed necessary and appropriate by the City and Developer.
- v. Parking requirements and restrictions shall be adequately addressed in the Project Declaration. On-street parking is prohibited and the Project Declarations must outline suitable enforcement measures for any violations. Public safety access shall not be interrupted by parking vehicles, recreational vehicles, trailers, etc.
- vi. The Project Declaration shall be signed and recorded in the office of the Utah County Recorder and deed restrict the Project so the CC&R's shall run with the land regardless of ownership.

K. Conveyance or Dedication of Required Easements. Prior to the construction of a particular utility facility, Developer shall convey or dedicate or cause to be conveyed and dedicated to the applicable public entity or other applicable utility provider, at no cost, such required utility easements on or across the Project as are necessary to facilitate the extension of those required utility services to be constructed to and throughout the Project and as are shown on the Plans and Specifications.

L. Assurance for Completion of Improvements. Developer agrees to provide a performance guarantee for all infrastructure improvements that will be dedicated to Payson City, required landscaping and project amenities. The performance guarantee shall be equal to one hundred ten (110) percent of the approved engineer's cost estimate and in cash or in the form of an irrevocable letter of credit. Developer will also submit, in cash, an amount consistent with the Payson City Fee Resolution that will be used to complete public works inspections and testing requirements.

IV. Vested Rights and Reserved Legislative Powers.

A. Vested Rights. Developer shall have the vested right to develop and construct the Project in accordance with the R-MF zoning designation as outlined in Title 19, Zoning Ordinance adopted July 19, 2017, the Final Plat, and the Plans and Specifications, subject to compliance with the terms and conditions of this Agreement and the other applicable ordinances and regulations of the City.

B. Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer with respect to use under the zoning designations as referenced in Section IV (A) above under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the County; and, unless in good faith the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

V. Term. This Agreement shall be effective as of the date of execution, and upon recordation, shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised.

VI. General Provisions.

A. Notices. All Notices, filings, consents, approvals, and other communication provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally, by nationally recognized overnight courier, or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to:

If to City:

The City of Payson
439 W. Utah Avenue
Payson, Utah 84651
Attention: City Recorder

If to Developer:

Keystone Homes and Development LLC,
520 S. 850 E., Suite A-300
Lehi, UT 84043

or to such other addresses as either party may from time to time designate in writing and deliver in like manner. Any such change of address shall be given at least ten (10) days before the date on which the change is to become effective.

B. Mailing Effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service in the manner set forth above. Notices that are hand-delivered or delivered by nationally recognized overnight courier shall be deemed delivered upon receipt.

C. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach by the same of any other provision of this Agreement.

D. Meet and Confer regarding Development Application Denials. The City and Developer shall meet within fifteen (15) business days of any recommendation for denial by the City staff to resolve the issues specified in the recommendation for denial of a development application.

E. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision this Agreement.

F. Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developer represents and warrants that each party is fully formed and validly existing under the laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developer and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing.

G. Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the parties.

H. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. Any such amendment of this Agreement shall be recorded in the official records of the Utah County Recorder's Office.

I. Severability. If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement and the Developer's ability to complete the Project is not defeated by such severance.

J. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties shall agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Utah County, Utah, and the Parties hereby waive any right to object to such venue.

K. Remedies. If any party to this Agreement breaches any provision of this Agreement, the non-defaulting party shall be entitled to all remedies available at both law and in equity.

L. Attorney's Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

M. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors in interest and assigns.

N. Assignment. The rights of the Developer under this Agreement may not be transferred or assigned, in whole or in part except by written approval of the City. Developer shall give notice to the City of any proposed or requested assignment at least thirty (30) days prior to the effective date of the assignment. City shall not unreasonably withhold its consent to assignment. The provisions of this paragraph shall not prohibit the granting of any security interests for financing the acquisition and development of the Project, subject to the Developer complying with applicable law and the requirements of this Agreement. The provisions of this paragraph shall also not prohibit Developer's sale of completed subdivision Lots within the Project.

O. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

P. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

PAYSON CITY

ATTEST:

CITY OF PAYSON
A Utah Municipal Corporation

By: *Kim E. Holindrake*
Kim E. Holindrake,
Payson City Deputy Recorder

By: *William R. Wright*
William R. Wright,
Payson City Mayor

APPROVED AS TO FORM:

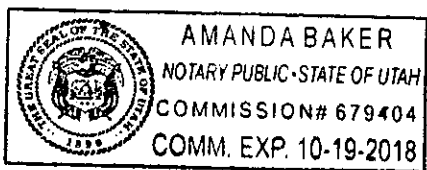


By: *Mark A. Sorenson*
Mark A. Sorenson,
Payson City Attorney

STATE OF UTAH)
 : ss.
County of UTAH)

On this 20th day of August, 2018, before the undersigned notary public in and for the said state, personally appeared WILLIAM R. WRIGHT, known or identified to me to be the Mayor of Payson City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Amanda Baker
Notary Public for Utah

DEVELOPER

Keystone Homes and Development, LLC

By: *Michael B. Horan*

Printed Name: Michael B. Horan

Title: Manager

STATE OF UTAH)

: ss.

County of *Utah*)

On this *20* day of *Sept*, 2018, before the undersigned notary public in and for the said state, personally appeared *Michael B. Horan*, known or identified to me to be a *manager* of Keystone Homes and Development, LLC and the person who executed the foregoing instrument on behalf of said Company and acknowledged to me that said Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Debra Bushnell

Notary Public for Utah

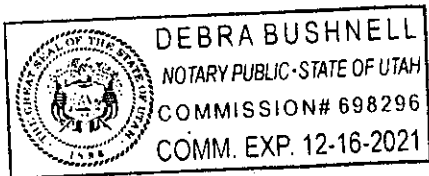


EXHIBIT "A"

(Legal Description of "Project" Property)

Beginning at the Northwest fenced corner of a parcel of land, which beginning point is located North $89^{\circ} 42' 08''$ East along the section line 955.36 ft. and South 22.78 ft. from the Northwest Corner of Section 19, Township 9 South, Range 2 East, Salt Lake Base and Meridian;

thence along long-standing boundary fence lines as follows: North $89^{\circ} 51' 44''$ East 370.82 ft., along the south fenced right-of-way line of 11200 South Street - Utah County numbering system (1130 South - Payson City numbering system); thence South $0^{\circ} 22' 52''$ East 615.19 ft. along the west fenced right-of-way line of 4600 West Street - Utah County (1700 West - Payson); thence South $89^{\circ} 53' 20''$ West 372.63 ft. along a long-standing boundary fence line; thence along a long-standing boundary fence line by the following three (3) courses and distances: (1) North $0^{\circ} 07' 06''$ West 329.24 ft; thence (2) North $5^{\circ} 33' 13''$ West 15.07 ft; thence (3) North $0^{\circ} 01' 47''$ West 270.78 ft. to the point of beginning.

EXHIBIT "B"

(Adopting Resolution)

RESOLUTION NO. 08-15-2018 A

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT ON BEHALF OF PAYSON CITY BETWEEN PAYSON CITY, A MUNICIPAL CORPORATION AND THE DEVELOPER OF THE SPRING CREEK TOWNHOMES SUBDIVISION

WHEREAS, Payson City, acting pursuant to its authority under Utah Code Annotated 10-9a-102 (2) et seq., as amended and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the development and, in exercise of its legislative discretion, has elected to enter into this Agreement; and

WHEREAS, Developer is the owner of certain real property located in Payson, Utah and desires to develop a portion of the Developer's property and is willing to design and construct the project in a manner that is in harmony with and intended to promote the long range policies, goals, and objectives of the Payson City General Plan, zoning, and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth herein.; and

WHEREAS, Parties acknowledge that the Project property is within the Payson West Meadows Annexation and subject to the terms and conditions of the Payson West Meadows Annexation Agreement and, the South Meadows Area Specific Plan; and

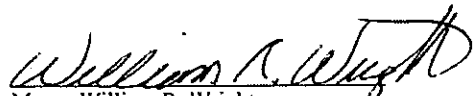
WHEREAS, Developer has prepared and presented to the City land use applications for a fifty-three (53) unit, single-family attached housing (townhomes) project, with open space and project amenities herein referred to as the Spring Creek Townhomes Subdivision; and

WHEREAS, Developer and City desire to allow the Developer to make improvements to the Property and develop the Project in accordance with the Final Plat and the Plans and Specifications and Terms and Conditions of the Development Agreement for the Spring Creek Townhomes Subdivision in Payson City.

NOW THEREFORE, BE IT RESOLVED BY THE PAYSON CITY COUNCIL, that Mayor William R. Wright is authorized and directed to execute the attached Development Agreement for the Spring Creek Townhomes Subdivision in Payson City.

This Resolution shall take effect immediately upon its passage by the Payson City Council adopted in a public meeting.

RESOLUTION NO. 08-15-2018 A, passed by the Payson City Council and executed this 15th day of August, 2018.


Mayor William R. Wright

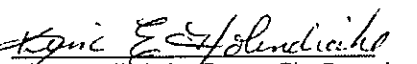
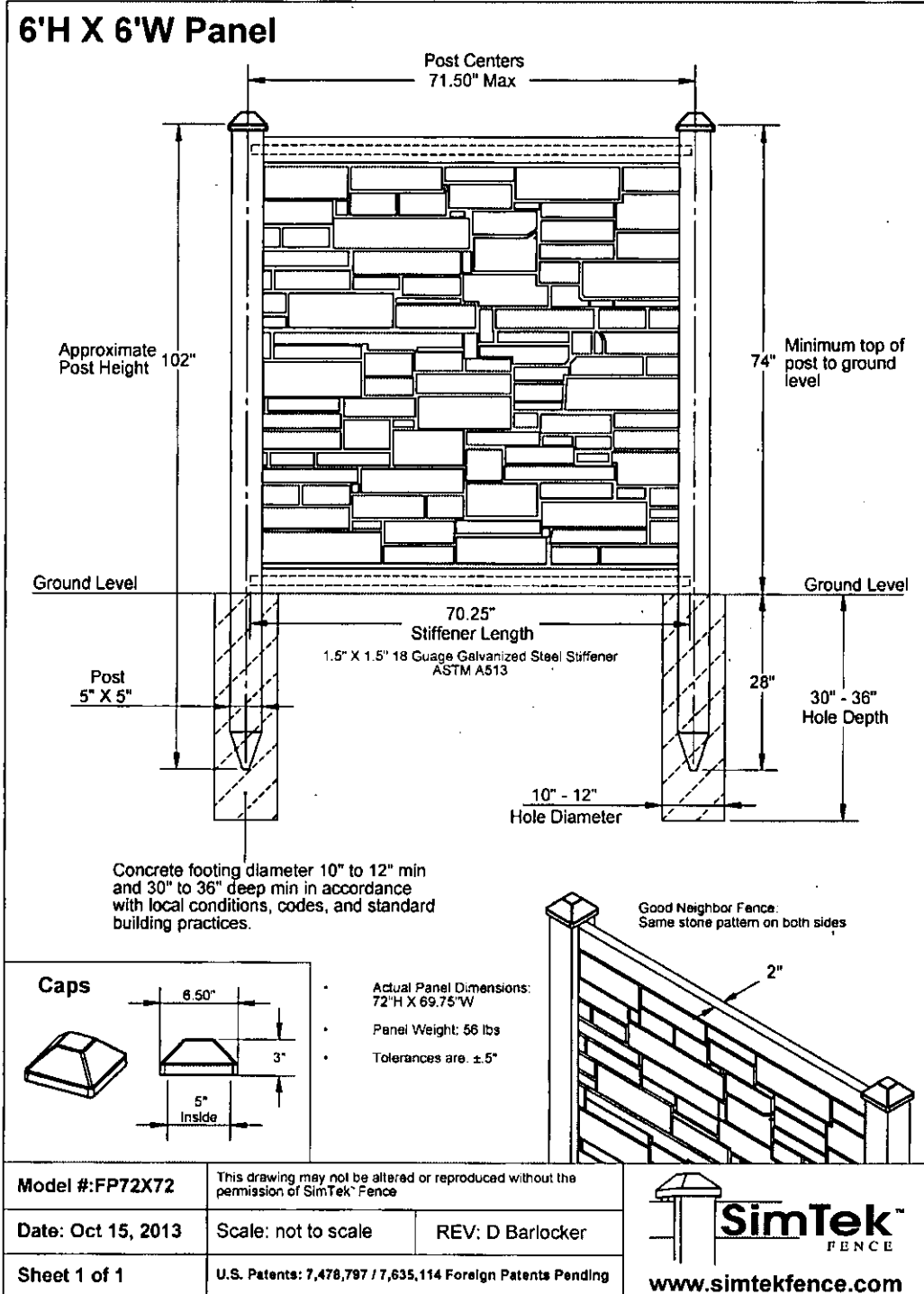
Attest:

Kim E. Holindrake, Deputy City Recorder

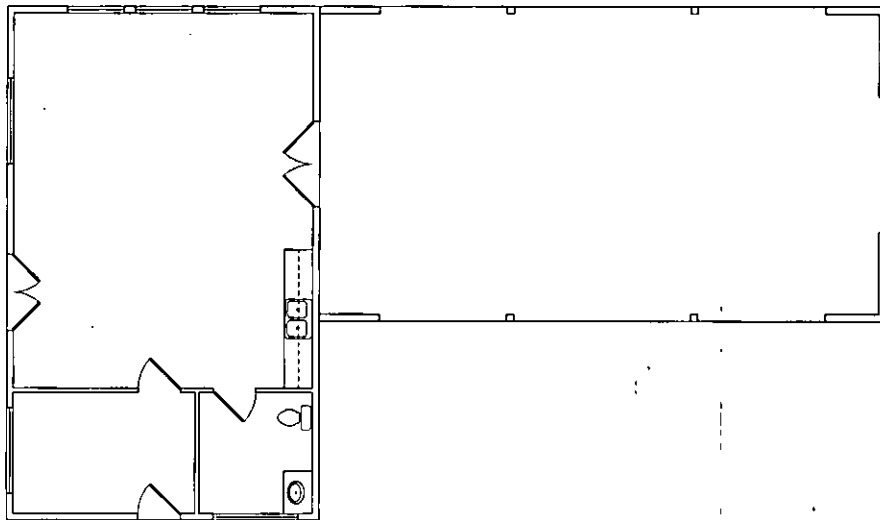


EXHIBIT "C"

(Project Amenities, Fencing and Landscaping)



1 MAIN FLOOR PLAN



GENERAL PLAN NOTES

1. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF EXISTING UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION.
2. ALL EXISTING UTILITIES AND STRUCTURES SHALL BE PROTECTED AND NOT REMOVED UNLESS SPECIFICALLY NOTED OTHERWISE.
3. VERIFY ALL EXISTING DIMENSIONS AND LOCATIONS OF EXISTING UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION.
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22. VERIFY ALL EXISTING DIMENSIONS AND LOCATIONS OF EXISTING UTILITIES AND STRUCTURES PRIOR TO CONSTRUCTION.

PROJECT DATA

PROJECT NO.	2018-259
DATE	10/15/2018
CLIENT	JEFF ADAMS DESIGN
PROJECT NAME	MAIN FLOOR PLAN
PROJECT ADDRESS	LOT #
PROJECT SUBDIVISION	KEYSTONE
PROJECT CITY	
PROJECT STATE	
PROJECT ZIP	
PROJECT COUNTY	
PROJECT DISTRICT	
PROJECT ZONING	
PROJECT PERMIT NO.	
PROJECT PERMIT DATE	
PROJECT PERMIT EXPIRES	
PROJECT PERMIT STATUS	
PROJECT PERMIT COMMENTS	
PROJECT PERMIT CONTACT	
PROJECT PERMIT CONTACT PHONE	
PROJECT PERMIT CONTACT EMAIL	
PROJECT PERMIT CONTACT ADDRESS	
PROJECT PERMIT CONTACT CITY	
PROJECT PERMIT CONTACT STATE	
PROJECT PERMIT CONTACT ZIP	
PROJECT PERMIT CONTACT COUNTY	
PROJECT PERMIT CONTACT DISTRICT	
PROJECT PERMIT CONTACT COMMENTS	

JEFF ADAMS DESIGN
2018-259
CONSTRUCTION DOCS
MAIN FLOOR PLAN
A101

LOT #
KEYSTONE
SUBDIVISION
ADDRESS
CLUBHOUSE
PROJECT INFO

THESE PLANS ARE ONLY PERMITTED FOR USE UNDER THE FOLLOWING CONDITIONS AND RESTRICTIONS:

1. THE GENERAL CONTRACTOR AND/OR OWNER AS PART OF THE DESIGN TEAM ARE TO ENSURE THE DRAWING CORRECTNESS PRIOR TO THE START OF CONSTRUCTION.

2. THE CONTRACTOR IS RESPONSIBLE FOR ALL PLAN CHANGES DURING THE COURSE OF CONSTRUCTION AND WILL BE RESPONSIBLE FOR COORDINATING ANY DEVIATIONS FROM THESE PLANS WITH THE APPROPRIATE PROJECT DESIGNER, ARCHITECT, ENGINEER, INSURANCE BROKER, ETC.

3. THE CONTRACTOR IS TO ENSURE THAT ALL NATIONAL, STATE AND LOCAL CODES AND ORDINANCES ARE FOLLOWED IN THE EXECUTION OF THE PROJECT.

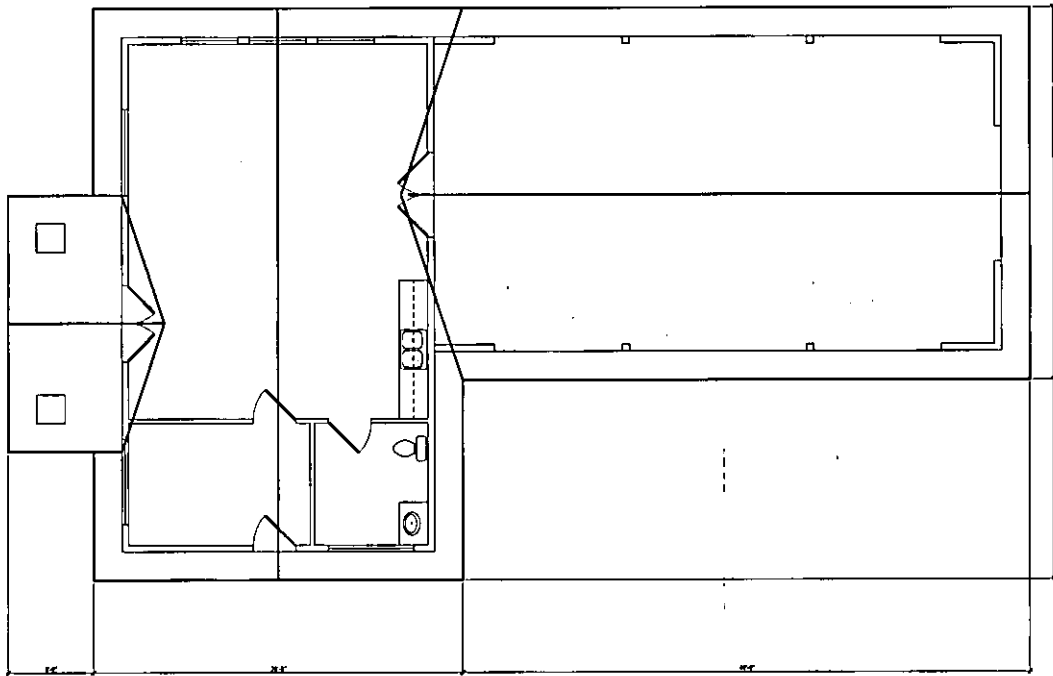
4. NO SHEET OR DETAIL SHALL BE USED INDEPENDENTLY FROM THE APPROVED DRAWING SET.

5. THE CONTRACTOR SHALL CONSULT DESIGNER, AT ANY POINT DURING CONSTRUCTION ABOUT A PLAN ERROR, DIMENSION, CONFLICT, OR REQUEST ADDITIONAL INFORMATION BEFORE PROCEEDING FURTHER.

6. THESE ITEMS ARE IN PLACE TO PROVIDE A CLEAR UNDERSTANDING OF CONTRACTOR AND OWNER RESPONSIBILITY AND TO HOLD THE DESIGNER AND/OR DESIGNER FREE FROM LIABILITY OF ANY FINANCIAL OR LEGAL LIABILITY RESULTING FROM ERRORS IN THESE DRAWINGS.



1 ROOF FRAMING



GENERAL ROOF NOTES

1. PROVIDE ALL INFORMATION CONCERNING THE QUALITY, QUANTITY AND LOCATION OF ALL MATERIALS TO BE USED IN THE CONSTRUCTION OF THE ROOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.
2. PROVIDE A GENERAL AND DETAILED INFORMATION CONCERNING THE QUALITY, QUANTITY AND LOCATION OF ALL MATERIALS TO BE USED IN THE CONSTRUCTION OF THE ROOF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AUTHORITIES.

THESE PLANS ARE ONLY PERMITTED FOR USE UNDER THE FOLLOWING CONDITIONS AND RESTRICTIONS:

THE GENERAL CONTRACTOR AND/OR OWNER AS PART OF THE DESIGN TEAM ARE TO EXERCISE THE DRAWING CONTRACTOR'S RESPONSIBILITY FOR ALL PLAN CHANGES DURING THE COURSE OF CONSTRUCTION AND WILL BE RESPONSIBLE FOR COORDINATING ANY CHANGES FROM THE SE PLANS WITH THE APPROPRIATE PROFESSIONAL, SUCH AS CITY BUILDING OFFICIAL, DESIGNER, STRUCTURAL ENGINEER, ETC.

CONTRACTOR IS TO ENSURE THAT ALL NATIONAL, STATE, AND LOCAL CODES AND ORDINANCES ARE FOLLOWED IN THE STRICTEST COMPLIANCE.

NO PART OF THESE PLANS SHALL BE USED INDEPENDENTLY FROM THE APPROVED DRAWING SET.

CONTRACTOR SHALL CONSULT DESIGNER AT ANY POINT DURING CONSTRUCTION ABOUT A PLAN ERROR, OMISSION, CONFLICT, OR REQUIRE ADDITIONAL INFORMATION BEFORE PROCEEDING FURTHER.

THESE TERMS ARE IN PLACE TO PROVIDE A CLEAR UNDERSTANDING OF CONTRACTOR AND OWNER RESPONSIBILITY AND TO HOLD THE DESIGNER AND/OR DRAFTER HARMLESS OF ANY FINANCIAL OR LEGAL LIABILITY REGARDING FROM ERRORS IN THESE DRAWINGS.

PROJECT INFO:

CLUBHOUSE

ADDRESS

SUBDIVISION

LOT #

KEYSTONE

JEFF ADAMS DESIGN

2018-07-02

2018-08-08

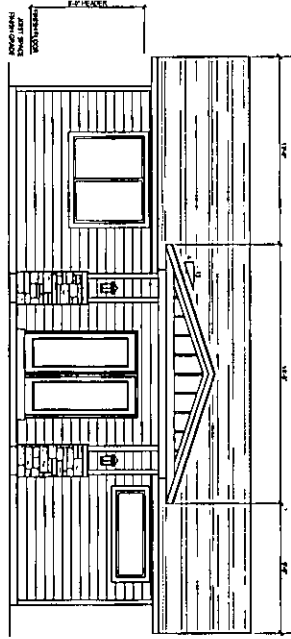
CONS TRUCTION DOCS.

ROOF FRAMING PLAN

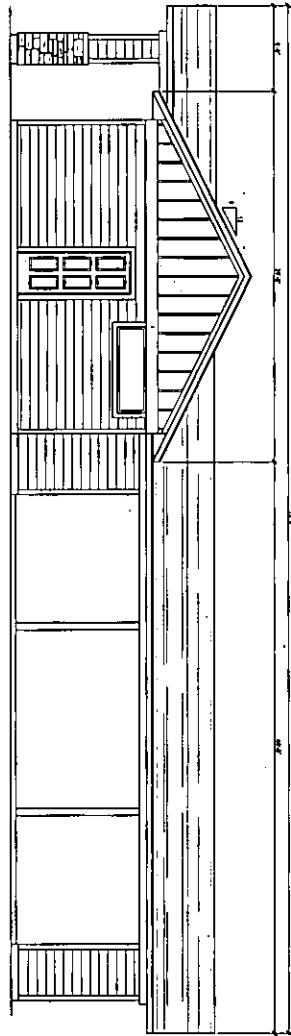
A102



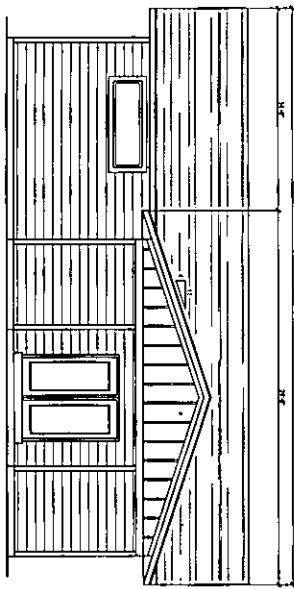
COPYRIGHT JEFF ADAMS DESIGN ©2018 ALL RIGHTS RESERVED - NO REPRODUCTION IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION.



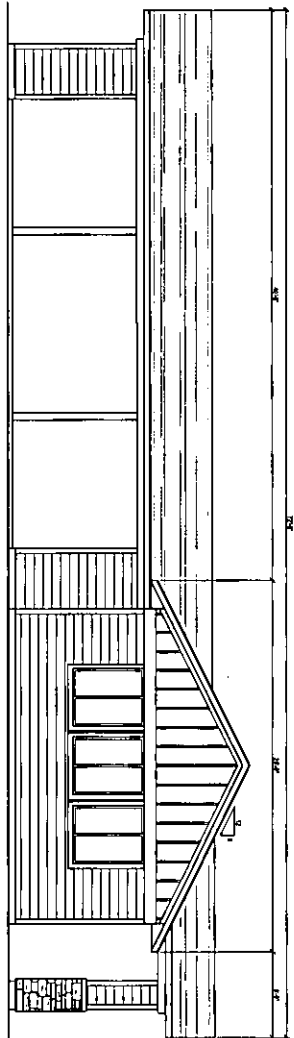
1 FRONT ELEVATION



2 RIGHT ELEVATION



3 REAR ELEVATION



4 LEFT ELEVATION

- GENERAL PLAN ELEVATION NOTES**
- DO NOT SCALE ELEVATIONS.
 - ALL WALLS SHALL BE 1/2" THICK UNLESS NOTED OTHERWISE.
 - STAIRS SHALL BE 36" WIDE.
 - CONCRETE FOUNDATION SHALL BE 12" THICK UNLESS NOTED OTHERWISE.
 - CONCRETE FLOOR SHALL BE 4" THICK UNLESS NOTED OTHERWISE.
 - CONCRETE SLAB SHALL BE 4" THICK UNLESS NOTED OTHERWISE.
 - CONCRETE WALLS SHALL BE 12" THICK UNLESS NOTED OTHERWISE.
 - CONCRETE ROOF SHALL BE 12" THICK UNLESS NOTED OTHERWISE.
 - CONCRETE CHIMNEY SHALL BE 12" THICK UNLESS NOTED OTHERWISE.
 - CONCRETE FOUNDATION SHALL BE 12" THICK UNLESS NOTED OTHERWISE.
 - CONCRETE FLOOR SHALL BE 4" THICK UNLESS NOTED OTHERWISE.
 - CONCRETE SLAB SHALL BE 4" THICK UNLESS NOTED OTHERWISE.
 - CONCRETE WALLS SHALL BE 12" THICK UNLESS NOTED OTHERWISE.
 - CONCRETE ROOF SHALL BE 12" THICK UNLESS NOTED OTHERWISE.
 - CONCRETE CHIMNEY SHALL BE 12" THICK UNLESS NOTED OTHERWISE.

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THE GENERAL CONTRACTOR AND/OR OWNER AS PART OF THE DESIGN TEAM ARE TO ENSURE THE DRAWING CORRECTLY REFERS TO THE SHEET OF CONSTRUCTION.

CONTRACTOR IS RESPONSIBLE FOR ALL PLAN CHANGES DURING THE COURSE OF CONSTRUCTION AND WILL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE APPROPRIATE PROFESSIONAL, SUCH AS CITY BUILDING OFFICIAL, ENGINEER, STRUCTURAL ENGINEER, ETC.

CONTRACTOR IS TO ENSURE THAT ALL NATIONAL, STATE, AND LOCAL CODES AND ORDINANCES ARE FOLLOWED IN THE STRICTEST COMPLIANCE.

CONTRACTOR OR OWNER SHALL BE HELD RESPONSIBLY FROM THE APPROVED DESIGNER SET CONTRACTOR SHALL CONSULT DESIGNER AT ANY POINT DURING CONSTRUCTION ABOUT A PLAN ERROR, OMISSION, CONFLICT, OR REQUIRE ADDITIONAL INFORMATION BEFORE PROCEEDING FURTHER.

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PROJECT INFO

CLUBHOUSE

ADDRESS

SUBDIVISION

LOT #

KEYSTONE

JEFF ADAMS DESIGN

2018-07-02

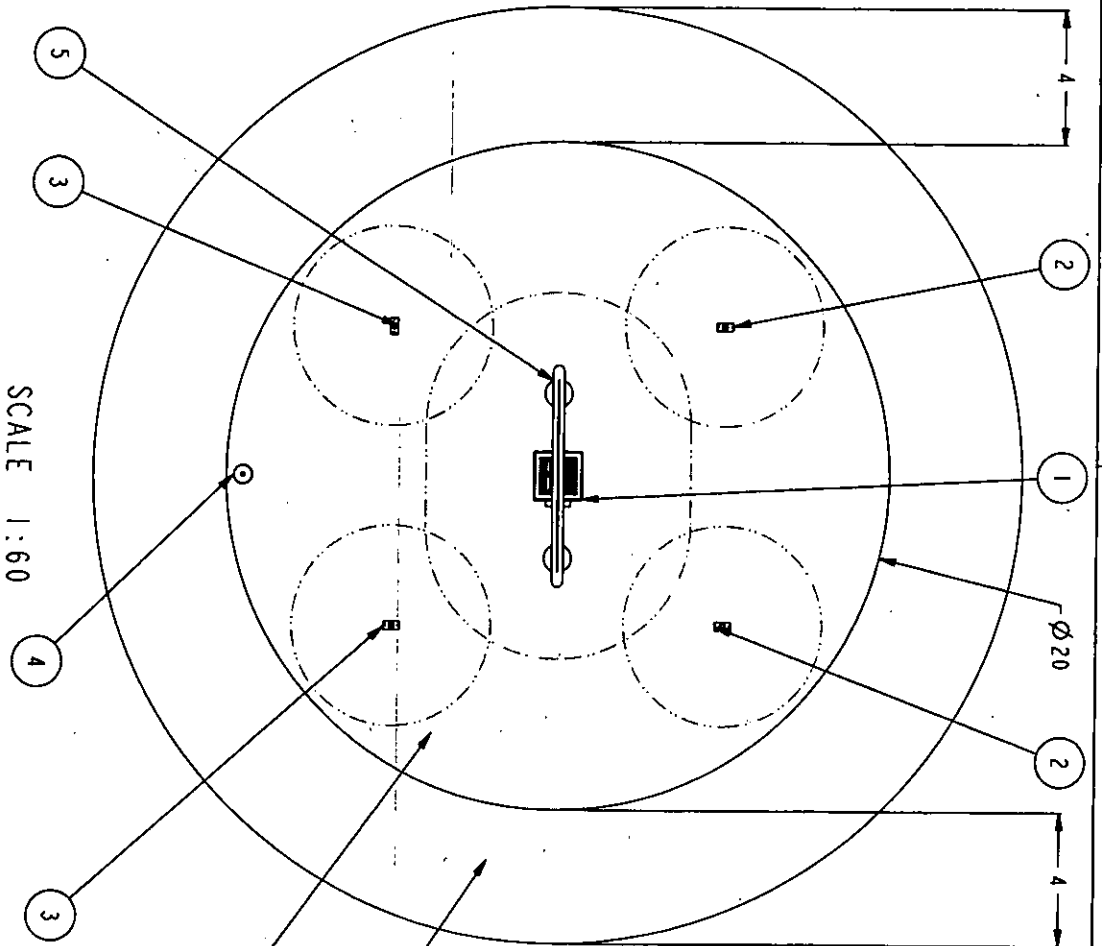
CONSTRUCTION DOCS

2018-08-03

FRONT & RIGHT ELEVATIONS

A201





SCALE 1:60

OVER SPRAY SURFACE
 SPLASH PAD SURFACE

TOTAL AREA INCLUDING OVER
 SPRAY ZONE: 616 SQ. FT.
 SPLASH PAD AREA: 314 SQ. FT.

NIRBO AQUATIC INC.

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 IN THIS DOCUMENT IS PROPERTY
 OF NIRBO AQUATIC INC. AND
 MAY NOT BE REPRODUCED OR
 COMMUNICATED WITHOUT
 PERMISSION IN WRITING FROM
 NIRBO AQUATIC INC.

DATE (YYYY .mm. dd)
 2016.03.18

UNIT FT - IN [CM]
 SHEET 1/2

WATER PARK
 DRAWING NO 19001-23-002

REV 01

2

1

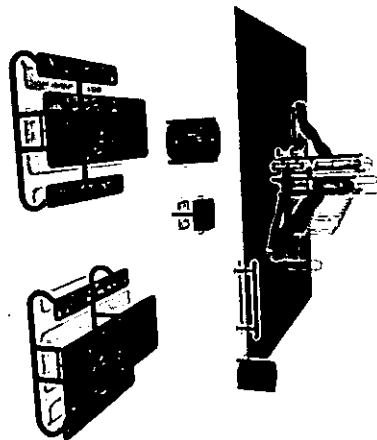
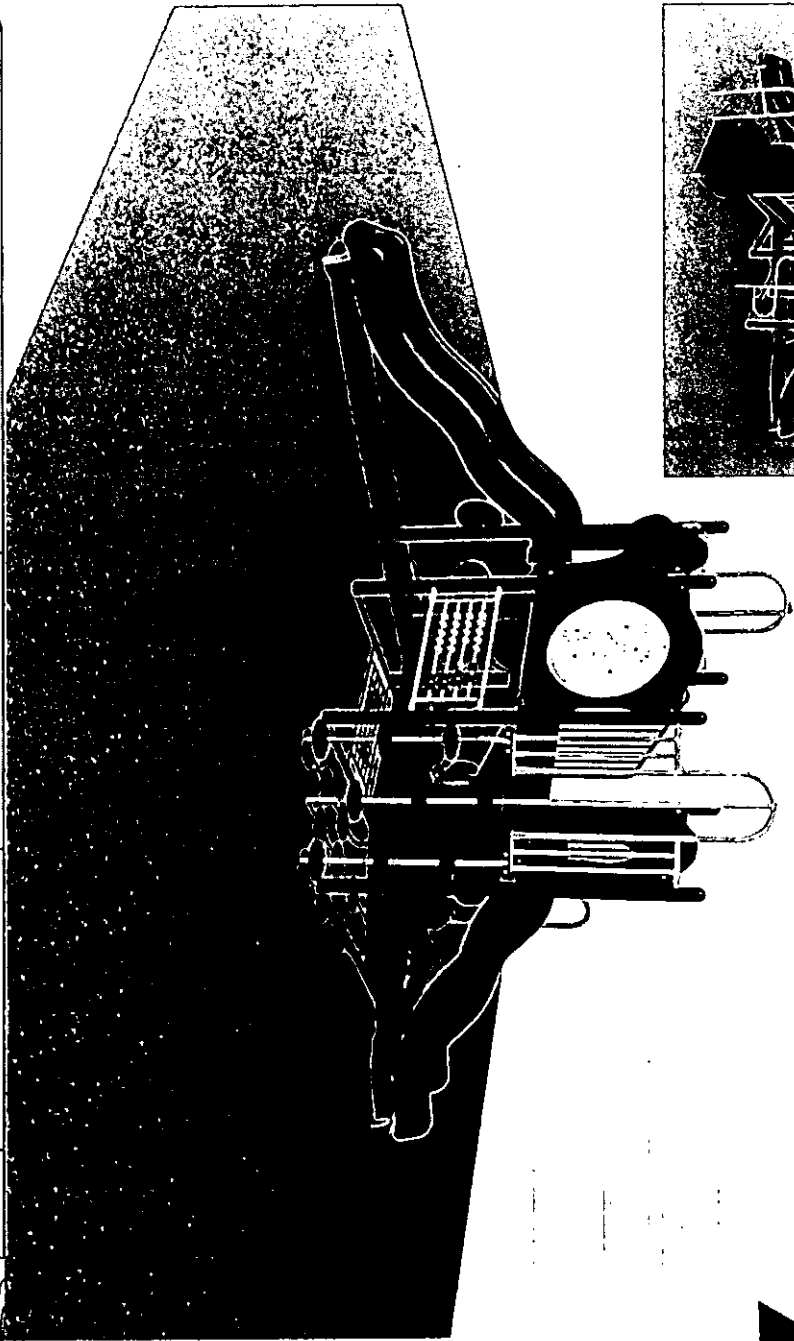
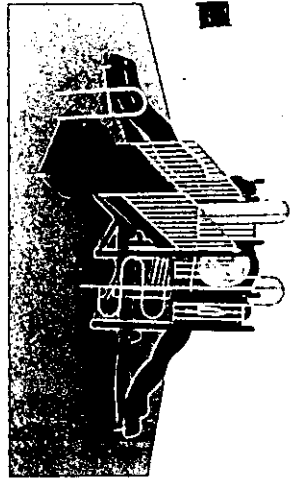
A

B

A

B

Option 1 – PB69881



little tikes COMMERCIAL

Playground Layout Compliance:

ASTM F1487 - Playground Equipment for Public Use.
 CPSC Handbook for Public Playground Safety

This playground design meets the Final Access Board Regulations.



The play components identified in the scope of these drawings conform to the requirements of ASTM F1487.

LEED points for this structure

1

Project: Spring Creek Twin Homes Opt 1, PB 69881
Location: Pason, UT
LTCPS rep: Mike Fedler
Primary Park and Play LLC
 (801) 855-6213
Ground Space: 16'-6" x 17'-6"
Protective Area: 27'-0" x 29'-0"
Drawn by: Sean Christy
Date: 6/27/2018
DWG Name: LP#94_43278473199
LTCPS - Farmington
 878 East Highway 60
 Monticello, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

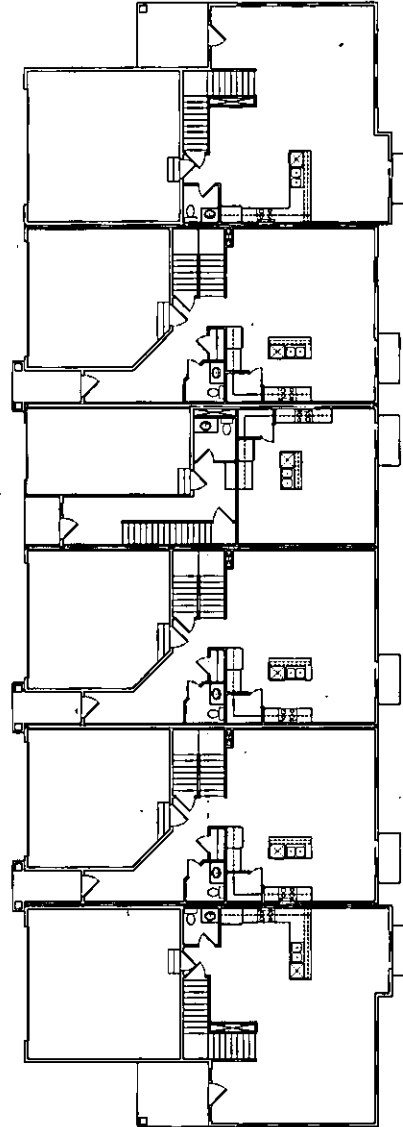
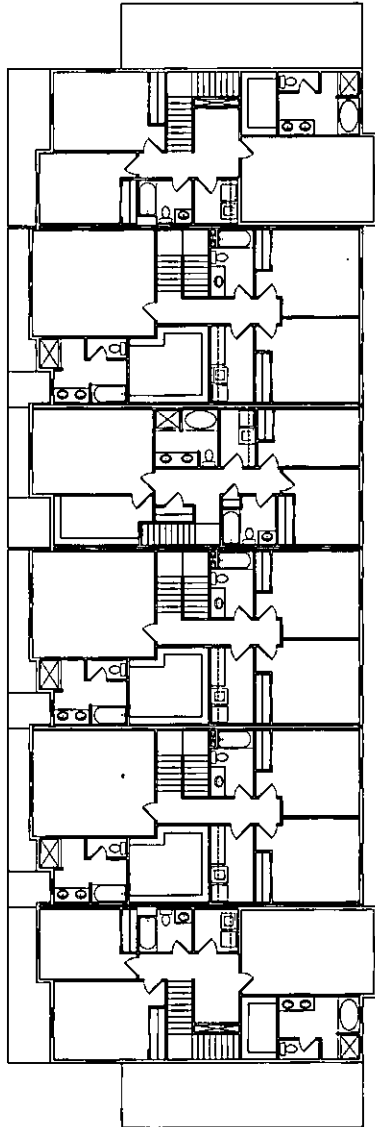




Basketball hoop: Gorilla - GS60C

EXHIBIT "D"
(Residential Design Elements)





A101

MAIN AND
UPPER PLANS

CONSTRUCTION DOCS

JEFF ADAMS DESIGN

2018-07-02

2018-08-29

KEYSTONE

LOT #

SPRING CREEK

ADDRESS

6 PLEX

PROJECT INFO

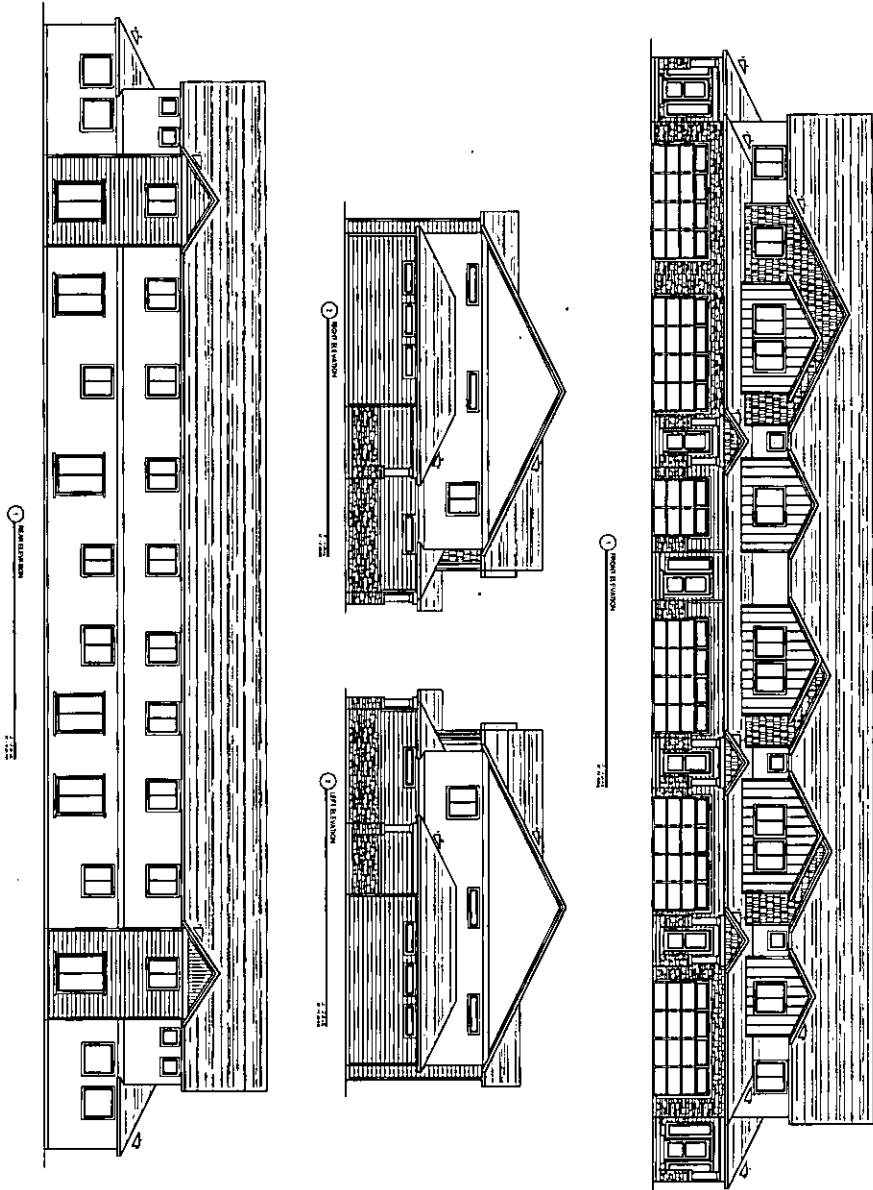
CONSTRUCTION DOCUMENTS

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1. THE GENERAL CONTRACTOR AND/OR OWNER AS PART OF THE DESIGN TEAM ARE TO ENSURE THE DRAWING CORRECTLY REFLECTS THE INTENT OF THE DESIGN TEAM.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL PLAN CHANGES DURING THE COURSE OF CONSTRUCTION AND WILL BE RESPONSIBLE FOR COORDINATING SUCH CHANGES WITH THE ARCHITECT AND ALL APPLICABLE PROFESSIONAL, SUCH AS CITY BUILDING OFFICIAL, DESIGNER, STRUCTURAL ENGINEER, ETC.
3. THE CONTRACTOR IS TO ENSURE THAT ALL NATIONAL, STATE AND LOCAL CODES AND ORDINANCES ARE FOLLOWED IN THE EXECUTION OF ALL WORK.
4. NO SHEET OR DETAIL SHALL BE USED INDICENTLY FROM THE APPROVED DRAWING SET.
5. CONTRACTOR SHALL CONSULT DESIGNER AT ANY POINT DURING CONSTRUCTION ABOUT A PLAN ERROR OR OMISSION, CORRECT OR REQUEST ADDITIONAL INFORMATION BEFORE PROCEEDING FURTHER.

THESE TERMS ARE IN PLACE TO PROVIDE A CLEAR UNDERSTANDING OF CONTRACTOR AND OWNER RESPONSIBILITY AND TO HOLD THE DESIGNER AND/OR DESIGNER LIABLE FOR ANY FINANCIAL OR LEGAL LIABILITY RESULTING FROM ERRORS IN THESE DRAWINGS.





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- * THE CONTRACTOR IS RESPONSIBLE FOR ALL PLAN CHANGES DURING THE COURSE OF CONSTRUCTION, AND WILL BE RESPONSIBLE FOR COORDINATING SUCH CHANGES WITH THE APPROPRIATE PROFESSIONAL, SUCH AS CITY BUILDING OFFICIAL, OWNER, STRUCTURAL ENGINEER, ETC.
- * CONTRACTOR IS TO ENSURE THAT ALL NATIONAL, STATE, AND LOCAL CODES AND ORDINANCES ARE FOLLOWED IN THE STRICTEST COMPLIANCE.
- * NO PART OF THESE SHALL BE USED INDEPENDENTLY FROM THE APPROVED DRAWINGS SET.
- * CONTRACTOR SHALL CONSULT DESIGNER AT ANY POINT DURING CONSTRUCTION ABOUT A PLAN ERROR, OMISSION, CONFLICT, OR REQUEST ADDITIONAL INFORMATION BEFORE PROCEEDING FURTHER.

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CONSTRUCTION DOCUMENTS

PROJECT INFO

6 PLEX

ADDRESS

SPRING CREEK

LOT #

KEYSTONE

JEFF ADAMS DESIGN

2018.07.02

2018.08.28

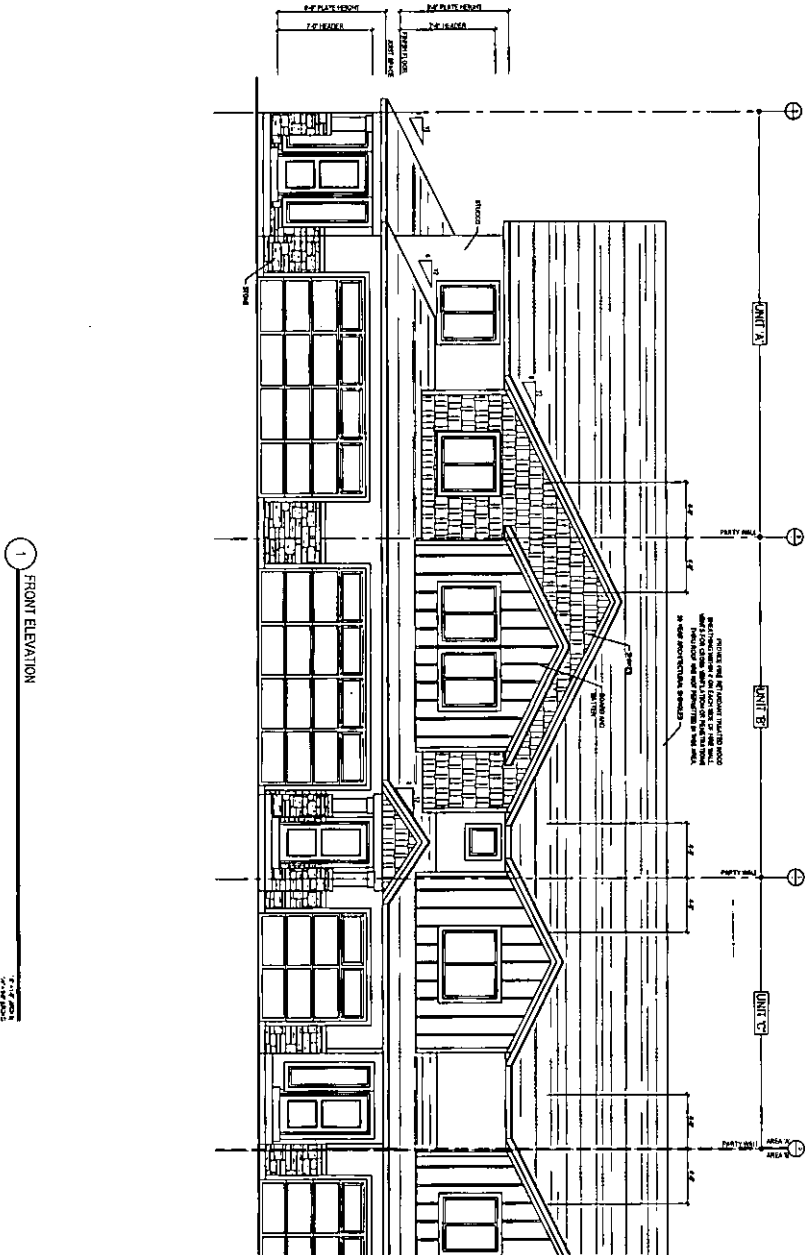
CONSTRUCTION DOGS

ELEVATIONS

A201



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1 FRONT ELEVATION

- GENERAL PLAN ELEVATION NOTES**
1. SEE FOR NOTES & DIMENSIONS.
 2. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 3. FINISHES ARE AS SHOWN.
 4. CONSTRUCTION DETAILS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
 5. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
 6. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
 7. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
 8. FINISHES TO BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.

JEFF ADAMS DESIGN
 2018-2019
 2018-2019
 CONSTRUCTION LOGS
 AREA A FRONT
 ELEVATION
A201A

LOT #
 KEYSTONE
 ADDRESS
 SPRING CREEK
 6 PLEX
 UNITS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z

CONSTRUCTION DOCUMENTS

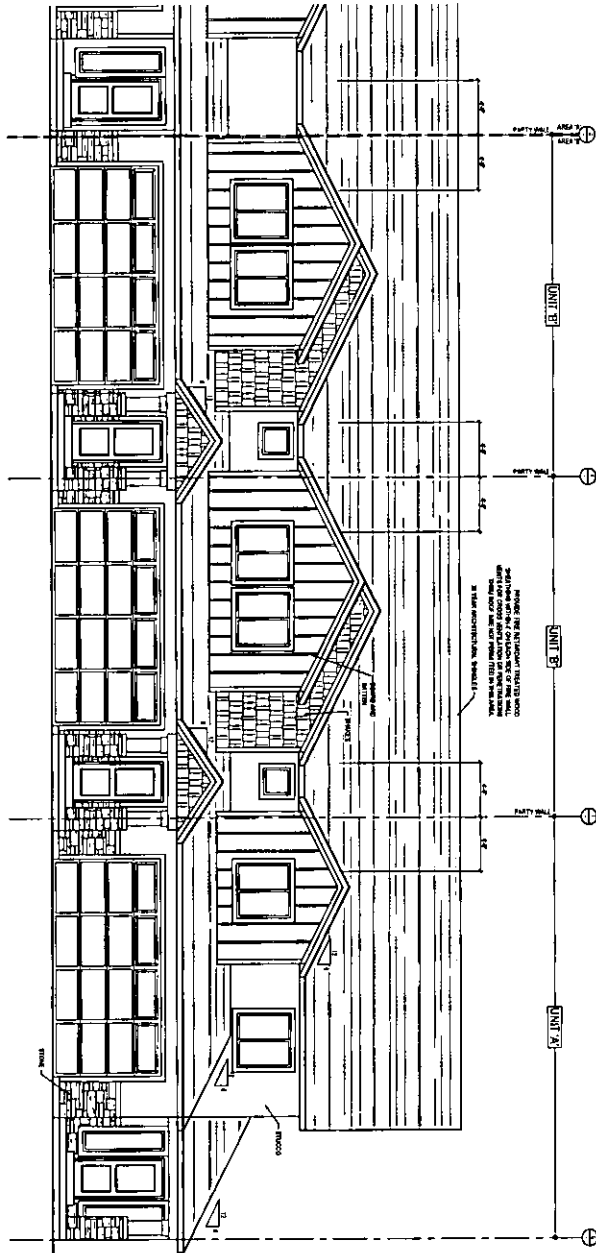
THESE PLANS ARE ONLY PERMITTED FOR USE UNDER THE FOLLOWING CONDITIONS AND RESTRICTIONS:

1. THE GENERAL CONTRACTOR OR ARCHITECT OWNER AS PART OF THE DESIGN TEAM ARE TO ENSURE THE DRAWING CORRECTLY REFLECTS THE INTENT OF THE ARCHITECT.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL PLAN CHANGES DURING THE COURSE OF CONSTRUCTION, AND WILL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FROM THE LOCAL JURISDICTION WITH THE APPROPRIATE PROFESSIONAL, SUCH AS CITY BUILDING OFFICIAL, DESIGNER, STRUCTURAL ENGINEER, ETC.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL JURISDICTION.

THESE NOTES ARE IN PLACE TO PROVIDE A CLEAR UNDERSTANDING OF CONTRACTOR AND OWNER RESPONSIBILITY AND TO HOLD THE DESIGNER AND/OR DRAFTER HARMLESS OF ANY FINANCIAL OR LEGAL LIABILITY ARISING FROM ERRORS IN THESE DRAWINGS.



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1 FRONT ELEVATION

1/8" = 1'-0"

- GENERAL PLAN ELEVATION NOTES:**
1. VERIFY ALL DIMENSIONS AND LOCATIONS.
 2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.
 3. PROVIDE APPROVALS FROM ALL AGENCIES.
 4. VERIFY ALL DIMENSIONS AND LOCATIONS.
 5. VERIFY ALL DIMENSIONS AND LOCATIONS.
 6. VERIFY ALL DIMENSIONS AND LOCATIONS.
 7. VERIFY ALL DIMENSIONS AND LOCATIONS.
 8. VERIFY ALL DIMENSIONS AND LOCATIONS.
 9. VERIFY ALL DIMENSIONS AND LOCATIONS.

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CONSTRUCTION DOCUMENTS

PROJECT INFO:

6 PLEX
UNITS A, B, C, D, E, F, G

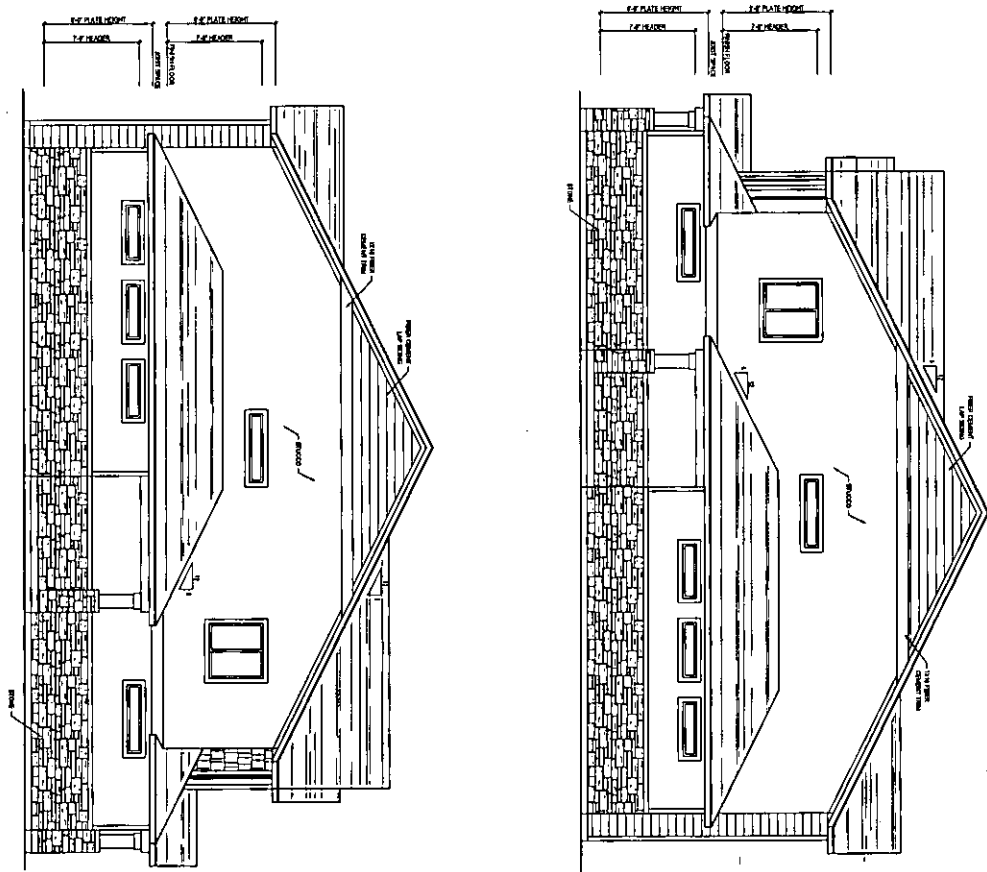
ADDRESS
SPRING CREEK

LOT #
KEYSTONE

JEFF ADAMS DESIGN
2018-2019
CONSTRUCTION DOCS
AREA 'B' FRONT
ELEVATION

A201B

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2 LEFT ELEVATION

1 RIGHT ELEVATION

DATE: 07/12/2018

DATE: 07/12/2018

PROJECT INFO:

6 PLEX
UNITS: ABCBBA
ADDRESS
SPRING CREEK
LOT #
KEYSTONE

JEFF ADAMS DESIGN
2018-2019
2018-2019
CONSTRUCTION DOCS
LEFT & RIGHT ELEVATIONS

A202

THESE PLANS ARE ONLY PERMITTED FOR USE UNDER THE FOLLOWING CONDITIONS AND RESTRICTIONS:

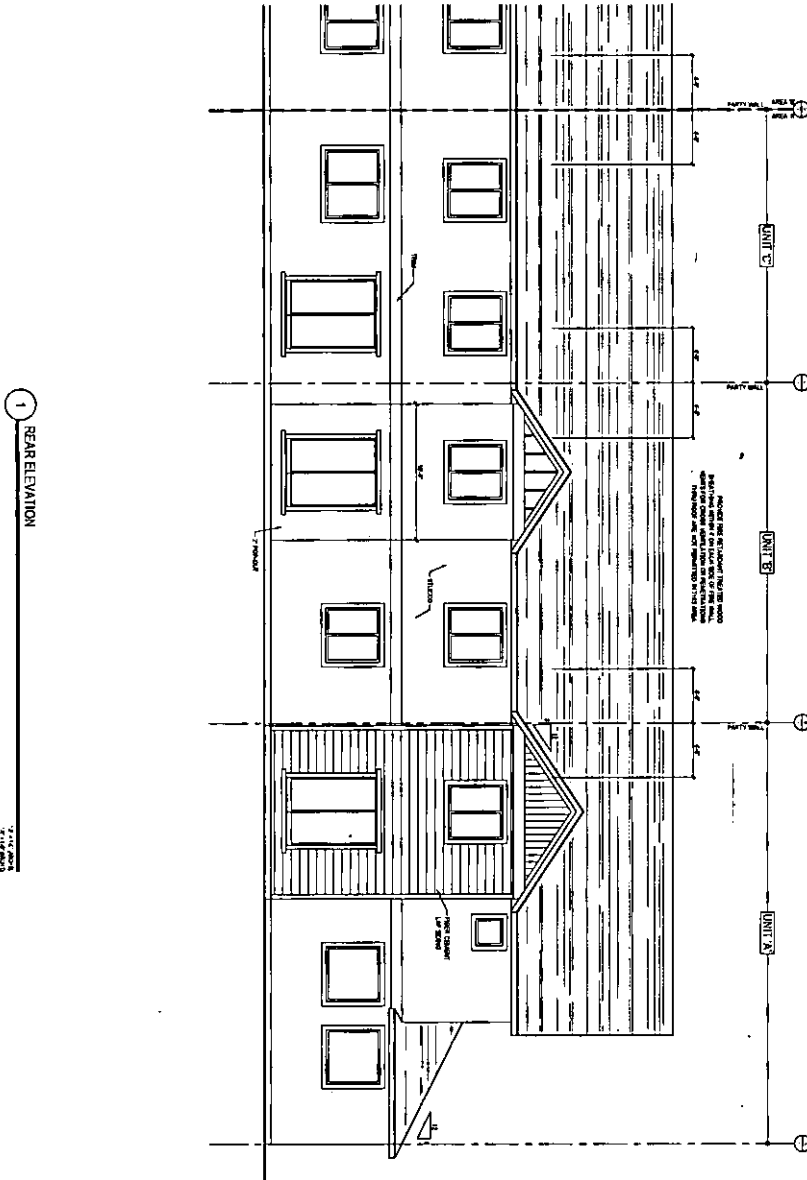
THE GENERAL CONTRACTOR UNDER CHARGE, ALL PARTS OF THE DESIGN TEAM, ARE TO ENSURE THE DRAWINGS CORRECTNESS FROM THE START OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL PLAN CHANGES DURING THE COURSE OF CONSTRUCTION, AND WILL BE RESPONSIBLE FOR COORDINATING DEVIATIONS FROM THESE PLANS WITH THE APPROPRIATE PROFESSIONAL ARCHITECT, ENGINEER, DESIGNER, SURVEYOR, ENGINEER, OR OTHER PROFESSIONAL CONSULTANT. CONTRACTOR IS TO ENSURE THAT ALL NATIONAL, STATE AND LOCAL CODES AND ORDINANCES ARE FOLLOWED BY THE STRICTEST COMPLIANCE.

NO SHEET OR DETAIL SHALL BE USED INDEPENDENTLY FROM THE APPROVED DRAWING SET. CONTRACTOR SHALL CONSULT DESIGNER AT ANY POINT DURING CONSTRUCTION, RESULT FROM AN ERROR, OMISSION, CONFLICT, OR INCOMPLETE INFORMATION BEFORE PROCEEDING FURTHER.

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JEFF ADAMS
DESIGN


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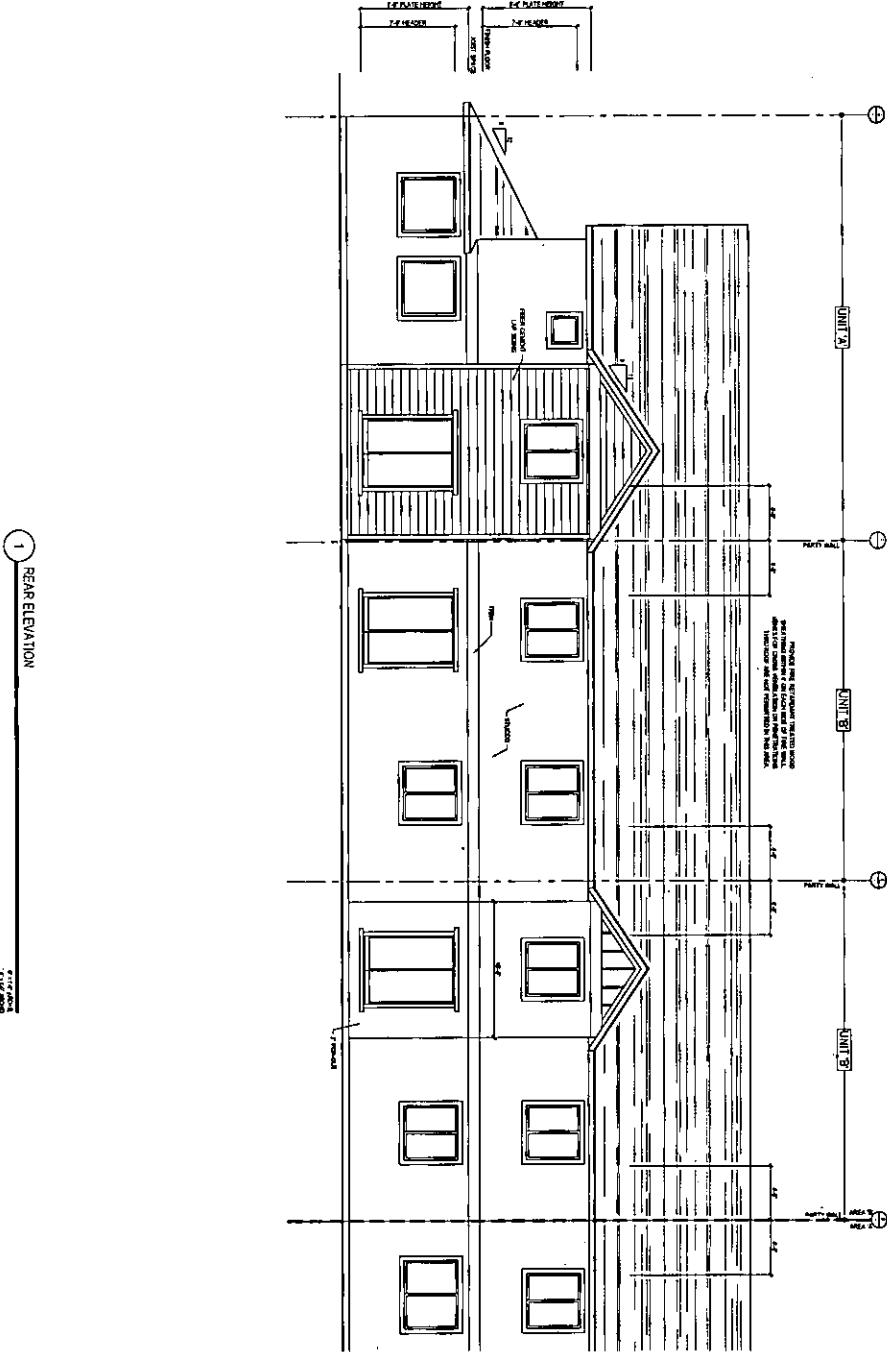
1 REAR ELEVATION

DATE: 11/15/18
DRAWN BY: JAD

THESE PLANS ARE ONLY PERMITTED FOR USE UNDER THE FOLLOWING CONDITIONS AND RESTRICTIONS:
1. THE GENERAL CONTRACTOR OR HOMEOWNER AS PART OF THE DESIGN TEAM ARE TO ENSURE THE DRAWING IS CORRECTED PRIOR TO THE START OF CONSTRUCTION.
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4. NO SURETY OR DETAIL SHALL BE USED INDEPENDENTLY FROM THE APPROVED DRAWING SET.
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	PROJECT INFO: 6 PLEX UNITS: ABCBBA ADDRESS SPRING CREEK LOT # KEYSTONE	THESE PLANS ARE ONLY PERMITTED FOR USE UNDER THE FOLLOWING CONDITIONS AND RESTRICTIONS: 1. THE GENERAL CONTRACTOR OR HOMEOWNER AS PART OF THE DESIGN TEAM ARE TO ENSURE THE DRAWING IS CORRECTED PRIOR TO THE START OF CONSTRUCTION. 2. CONTRACTOR IS RESPONSIBLE FOR ALL PLAN CHANGES DURING THE COURSE OF CONSTRUCTION AND WILL BE RESPONSIBLE FOR COORDINATING DEVIATIONS FROM THESE PLANS WITH THE APPROPRIATE PROFESSIONALS, SUCH AS CITY BUILDING OFFICIAL, DESIGNER, STRUCTURAL, ENGINEER, ETC. 3. CONTRACTOR IS TO ENSURE THAT ALL NATIONAL, STATE, AND LOCAL CODES AND ORDINANCES ARE FOLLOWED BY THE ENTIRE CONSTRUCTION TEAM. 4. NO SURETY OR DETAIL SHALL BE USED INDEPENDENTLY FROM THE APPROVED DRAWING SET. 5. CONTRACTOR SHALL CONSULT DESIGNER AS ANY POINT DURING CONSTRUCTION ABOUT PLAN ERROR, OMISSION, CONFLICT, OR REQUEST ADDITIONAL INFORMATION BEFORE PROCEEDING FURTHER. 6. THESE ITEMS ARE IN PLACE TO PROVIDE A CLEAR UNDERSTANDING OF CONTRACTOR AND OWNER RESPONSIBILITY AND TO HOLD THE DESIGNER AND/OR CHAPTER HARMLESS OF ANY FINANCIAL OR LEGAL LIABILITY RESULTING FROM ERRORS IN THESE DRAWINGS.
	JEFF ADAMS DESIGN 2018/11/15 CONSTRUCTION DOCS REAR ELEVATION AREA A	A203A

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A203B

JEFF ADAMS DESIGN
 2018-08-30
 2018-08-30
 CONSTRUCTION DOCS
 REAR ELEVATION
 AREA B

LOT #
 KEYSTONE
 SPRING CREEK
 ADDRESS
 6 PLEX
 UNITS: ABCBBA

CONSTRUCTION DOCUMENTS
 PROJECT INFO:

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 CORRECT THESE PRIOR TO THE START OF CONSTRUCTION.
 2. CONTRACTOR IS RESPONSIBLE FOR ALL PLAN CHANGES DURING THE COURSE OF CONSTRUCTION AND WILL
 BE RESPONSIBLE FOR COORDINATING CHANGES FROM THESE PLANS WITH THE APPROPRIATE
 PROFESSIONAL, BUILDING, CITY HOLDING OFFICIALS, DESIGNER, STRUCTURAL ENGINEER, ETC.
 3. CONTRACTOR IS TO BE RESPONSIBLE THAT ALL NATIONAL, STATE AND LOCAL CODES AND ORDINANCES ARE
 FOLLOWED BY THE CONTRACTOR IN COMPLIANCE.
 4. NO SHEET OR DETAIL SHALL BE USED INDEPENDENTLY FROM THE APPROVED DRAWING SET.
 5. CONTRACTOR SHALL CONTACT DESIGNER AT ANY POINT DURING CONSTRUCTION AND/OR PLAN ERROR
 CORRECTION COMPLETE, OR REQUEST ASSISTANCE INFORMATION BEFORE PROCEEDING FURTHER.
 THESE ITEMS ARE IN PLACE TO PROVIDE A CLEAR UNDERSTANDING OF CONTRACTOR AND OWNER RESPONSIBILITY
 AND TO HOLD THE DESIGNER AND/OR DRAWER HARMLESS OF ANY FINANCIAL OR LEGAL LIABILITY RESULTING
 FROM A ERROR IN THESE DRAWINGS.



STUCCO:
FELTED WOOL

STUCCO/SIDING TRIM:
EXTRA WHITE

Hardie Board:
AGED PEWTER

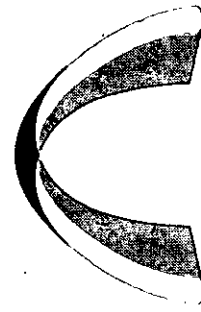
BOARD AND BATTEN:
ARTIC WHITE

SHAKES:
UPPER: AGED PEWTER
LOWER: ARCTIC WHITE

STONE:
FLINT HILLS LUEDERS

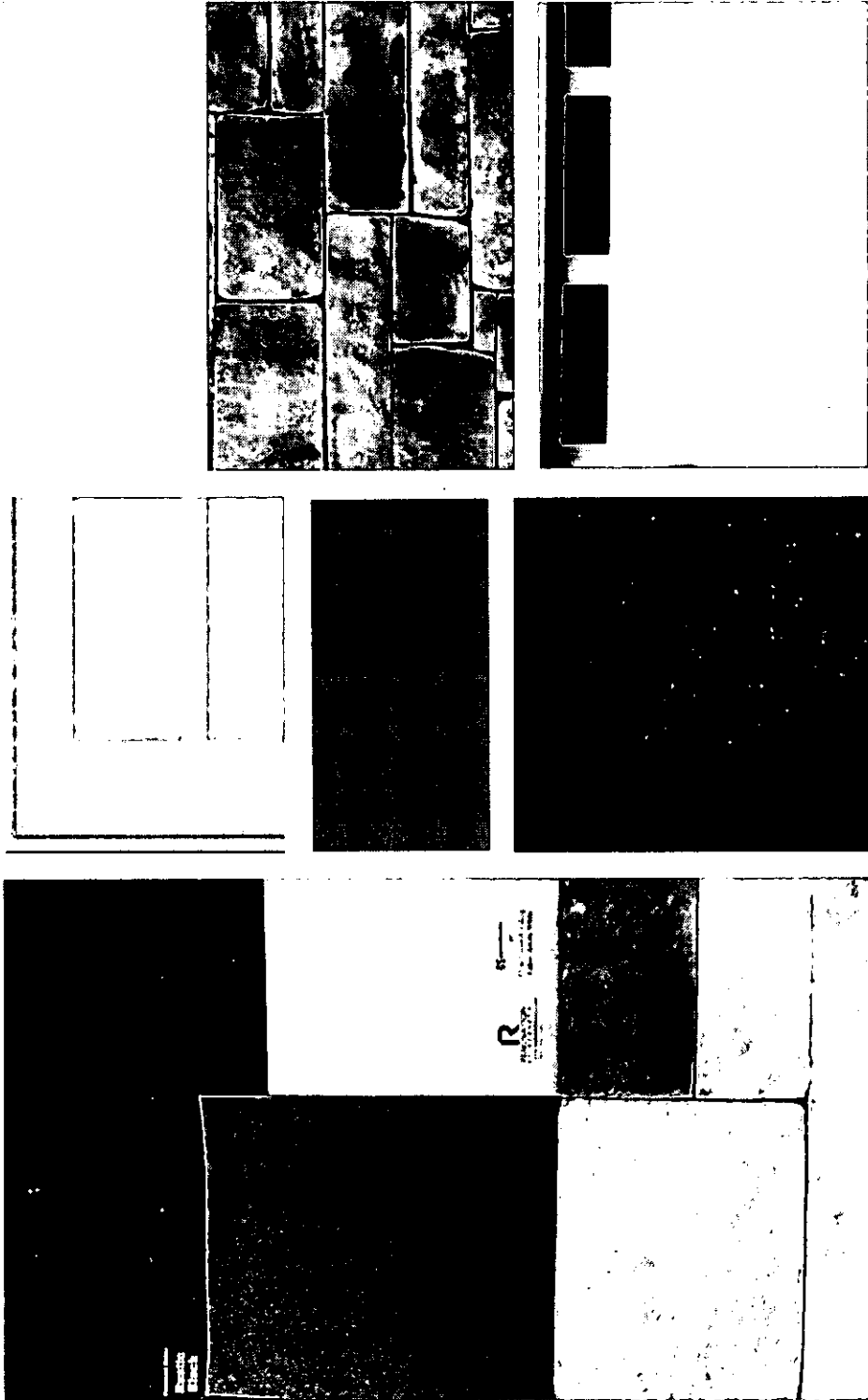
ROOF COLOR:
RUSTIC BLACK

SOFFIT/FASCIA:
WHITE



KEYSTONE
CONSTRUCTION

SPRING CREEK



SPRING CREEK

STUCCO:
SENSIBLE HUE

STUCCO/SIDING:
TRIM:
EXTRA WHITE

Hardie Board:
MOUNTAIN SAGE

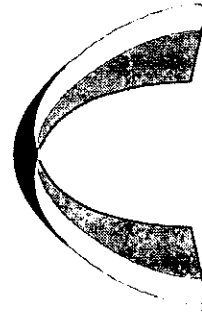
BOARD AND BATTEN:
ARCTIC WHITE

SHAKES:
UPPER: MOUNTAIN SAGE
LOWER: ARCTIC WHITE

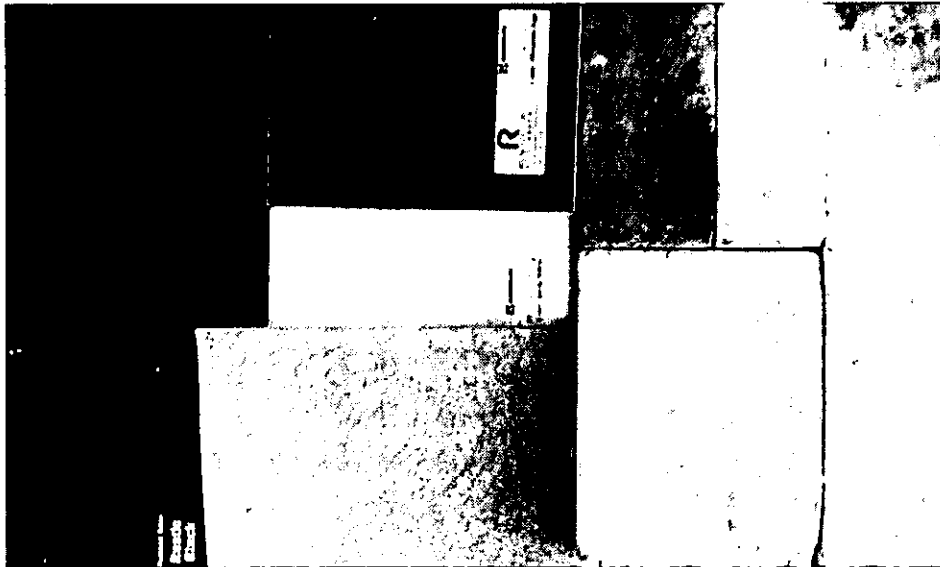
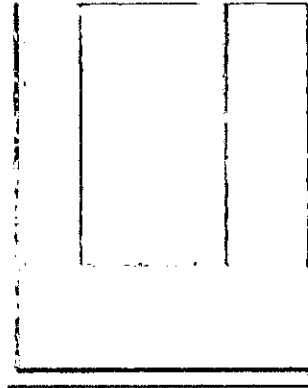
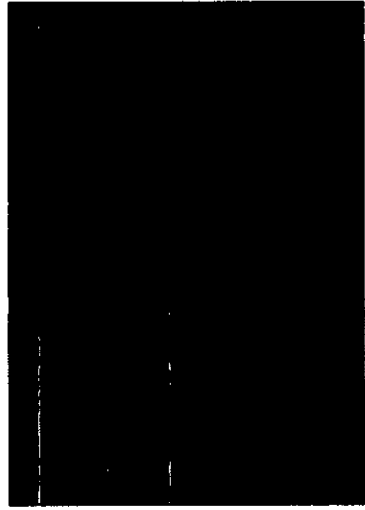
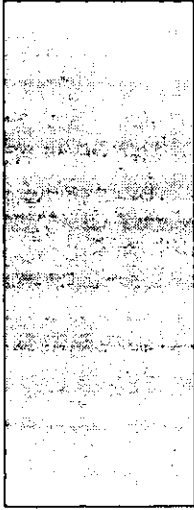
STONE:
FLINT HILLS SLUEDERS

ROOF:
RUSTIC BLACK

SOFFIT/FASCIA:
WHITE



KEYSTONE
CONSTRUCTION



SPRING CREEK

STUCCO:
ARGOS

STUCCO/SIDING TRIM:
ARCTIC WHITE

Hardie Board:
EVENING BLUE

BOARD AND BATTEN:
ARCTIC WHITE

SHAKE:
UPPER: EVENING BLUE
LOWER: ARCTIC WHITE

STONE:
FLINT HILLS LUEDERS

ROOF:
RUSTIC BLACK

SOFFIT/FASCIA:
WHITE



KEYSTONE
CONSTRUCTION

