



Chris Mathias, Director

**SCOTT COUNTY  
PLANNING AND ZONING COMMISSION  
AGENDA  
Tuesday, April 18, 2023  
5:30 P.M.**

1. **Call to Order**
2. **Minutes:** Approval of March 21, 2023 meeting minutes.
3. **Public Hearing, Rezoning:** Application from **Rily and Arditia Grunwald** (deedholder Dale Grunwald) to rezone 55.7 acres, more or less, from Agricultural-Preservation (A-P) to Conservation-Recreation (C-R) in the W ½ of the SW ¼ of Section 6 in Princeton Township (Scott County Parcels #950633001, 950649003).
4. **Public Hearing, Preliminary Plat, Major Subdivision:** Application from **Steve and Lisa Zelle** (DBA Legacy Development) for a major subdivision known as **Olathea Overlook**. The proposed plat would subdivide 39-acre tract, more or less, (Scott County Parcel #951555002) into six (6) lots. The property is legally described as Lot 4 of Great River Hills in Section 15 of LeClaire Township.
5. **Public Hearing, Ordinance Text Amendment:** Proposal to increase the minimum lot size for the Single-Family Residential (R-1) Zoning District.
6. **Public Hearing, Ordinance Text Amendment:** Proposal to create regulations for accessory dwelling units.
7. **Discussion, Ordinance Text Amendment:** Discussion to set a public hearing on regulations for hazardous liquid pipelines and pipelines that carry carbon dioxide.
8. **Other business:** Additional comments or issues to discuss (Commission members) / Opportunity for public comments
9. **Adjournment**
  - a. Chairman reads public notice of hearing.
  - b. Director reviews background of request.
  - c. Applicant /Representative provide any additional comments on request.
  - d. Public may make comments or ask questions.
  - e. Director makes staff recommendation.
  - f. Applicant may respond or comment.
  - g. Commission members may ask questions.
  - h. Chairman closes the public portion of the hearing (No more public comments).
  - i. Discussion period for the Commission members.
  - j. Commission members make motion to approval, deny, or modify request.
  - k. Final vote. Recommendation goes to Board of Supervisors.

**PLANNING & DEVELOPMENT**

600 West Fourth Street  
Davenport, Iowa 52801-1106  
Email: [planning@scottcountyiowa.gov](mailto:planning@scottcountyiowa.gov)  
Office: (563) 326-8643



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Chris Mathias,  
Director

**NOTICE OF PLANNING AND ZONING COMMISSION  
PUBLIC HEARING FOR REZONING**

In accordance with Section 6-31 of the Revised Zoning Ordinance for unincorporated Scott County, the Planning and Zoning Commission will review a proposed rezoning on **Tuesday, April 18, 2023 at 5:30 P.M.** This notice is being sent to property owners of record within 500 feet of the property in question and appropriate County officials. The meeting will be held in the **1<sup>st</sup> Floor Board Room of the Scott County Administrative Center, 600 West 4<sup>th</sup> Street, Davenport, Iowa 52801.**

The Planning and Zoning Commission will hear the request of **Rily and Ardita Grunwald** (deedholder Dale Grunwald) to rezone 55.7 acres, more or less, from Agricultural-Preservation (A-P) to Conservation-Recreation (C-R) in the W ½ of the SW ¼ of Section 6 in Princeton Township (Scott County Parcels #950633001, 950649003). The applicants intend to eventually pursue approval of a Special Use Permit to construct and operate a Snow Tubing Facility on the property. The Scott County Board of Supervisors is currently considering an ordinance text amendment to add Snow Tubing Facility to the list of Special Permitted Uses in the C-R District. The rezoning in and of itself will *not* allow development on the site: If the rezoning and text amendment are approved by the Board of Supervisors, the applicants must be granted a Special Use Permit from the Scott County Zoning Board of Adjustment prior to construction and operation.

If you have any questions or comments regarding this meeting or proposal, please call or write the Planning and Development Department, Scott County Administrative Center, 600 West Fourth Street, Davenport, Iowa 52801, (563) 326-8643, [planning@scottcountyiowa.gov](mailto:planning@scottcountyiowa.gov), or attend the meeting.



Z30

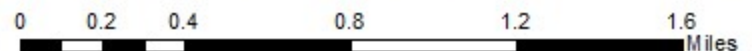
240TH AVE

257TH ST

Subject Property

240TH ST

F45



259TH ST





Z30

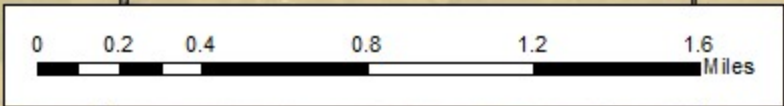
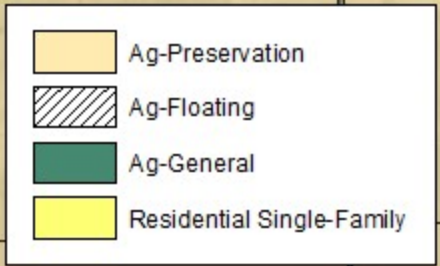
240TH AVE

257TH ST

Subject Property

240TH ST

F45



235TH ST

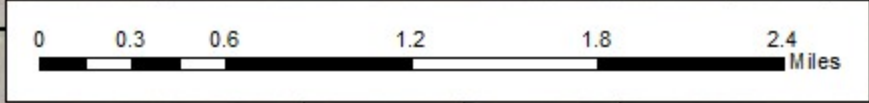




Subject Property

**Future Land Use**

- AG
- AP
- CM
- R1





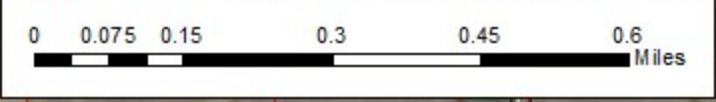


257TH ST

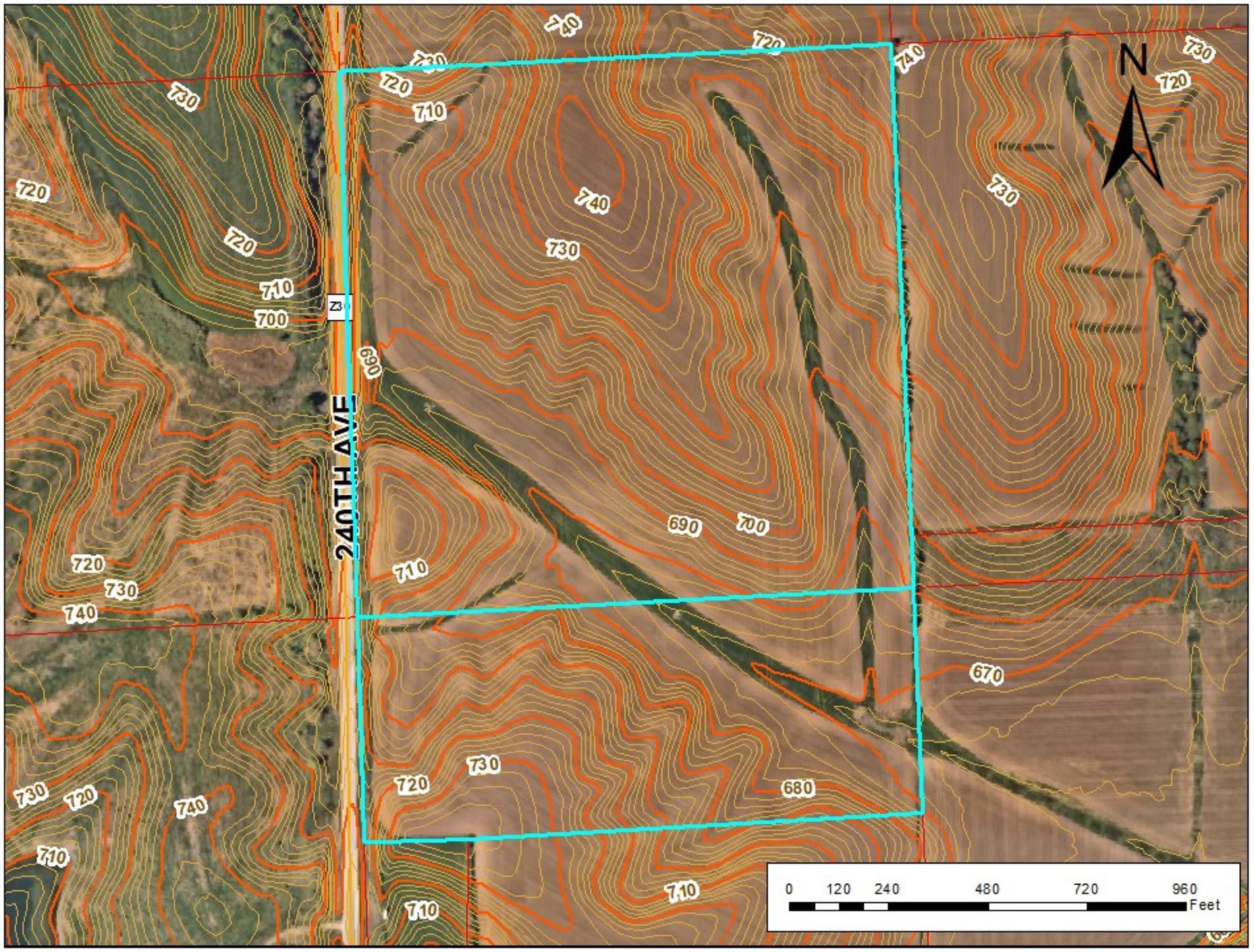
Subject Property

230

240TH AVE

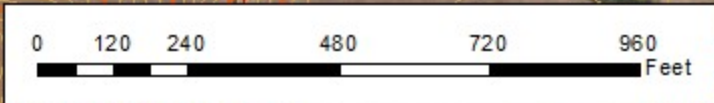






240TH AVE

Z









Layer List Legend

- Quick Links:
- Property Search
  - View Map
- Layers:
- Addressing
  - Dimensions
  - Survey
  - Ownership
  - Corporate Limit Line
  - Building Footprints
  - Political Township
  - Roads
  - Railroad
  - County Boundary
  - Water Features
  - Parks
  - Planning
  - Cities
  - Surrounding Areas
  - Land and Soil
    - Soils
    - Non Crop
    - Exemptions
    - Gross Average CSR for Rural Ag Parcels
  - 2019 Aerial Photos
  - 2016 Aerial Photos
  - 2014 Aerial Photos
  - 2009 Aerial Photos
  - 2005 Aerial Photos
- [Restore Layer Defaults](#)



Results:

Parcel ID - 950649003  
 Owner - GRUNWALD DALE A (Deed)  
 GRUNWALD JILL R (Deed)  
 Acres - 17.05  
[View: Parcel Report](#) | [Ag Soil Report](#) | [Google Maps](#)

Parcel ID - 950633001  
 Owner - GRUNWALD DALE A (Deed)  
 GRUNWALD JILL R (Deed)  
 Acres - 38.65  
[View: Parcel Report](#) | [Ag Soil Report](#) | [Google Maps](#)



240TH AVE

Z30

34.71

43.46



**PLANNING & DEVELOPMENT**

600 West Fourth Street

Davenport, Iowa 52801-1106

Email: [planning@scottcountyiowa.gov](mailto:planning@scottcountyiowa.gov)

Office: (563) 326-8643

Fax: (563) 326-8257



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Chris Mathias  
Director

**NOTICE OF PLANNING AND ZONING COMMISSION  
PUBLIC HEARING FOR REVIEW OF A PRELIMINARY PLAT OF A MAJOR SUBDIVISION**

Public Notice is hereby given as required by Section 6-31 of the County Code (Zoning Ordinance), that the Scott County Planning and Zoning Commission will hold a public hearing for a proposed preliminary plat of a major subdivision on **Tuesday, April 18, 2023 at 5:30 PM**. The meeting will be held in the **1<sup>st</sup> Floor Board Room of the Scott County Administrative Center, 600 West 4<sup>th</sup> Street, Davenport, Iowa 52801**.

The Planning and Zoning Commission will consider an application from **Steve and Lisa Zelle (DBA Legacy Development)** for a Preliminary Plat review of a Major Subdivision known as **Olathea Overlook**. The plat would subdivide an existing 39-acre parcel, more or less, into six (6) new lots. The property is zoned Residential Single-Family (R-1) and each new lot would retain one (1) development right for a single-family dwelling. All lots would have access via a private road built to county standards, located to the east of 277<sup>th</sup> Avenue. The property is legally described as Lot 4 of the Amended Final Plat of Great River Hills, an addition to Scott County, Iowa, being part of the SW ¼ of the fractional Section 14 and part of the SE ¼ of Section 15, all in LeClaire Township.

If you have questions or comments regarding this meeting or the proposed plat please call, write or email the Planning and Development Department, 600 West Fourth Street, Davenport, Iowa 52801, (563) 326-8643, [planning@scottcountyiowa.gov](mailto:planning@scottcountyiowa.gov) or attend the meeting.



**PRINCETON**

**HWY 67**

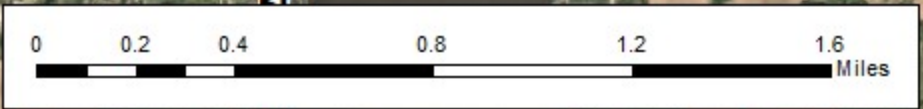
**235TH ST**

**Subject Property**

67

**270TH AVE**

**AT RIVER RD**

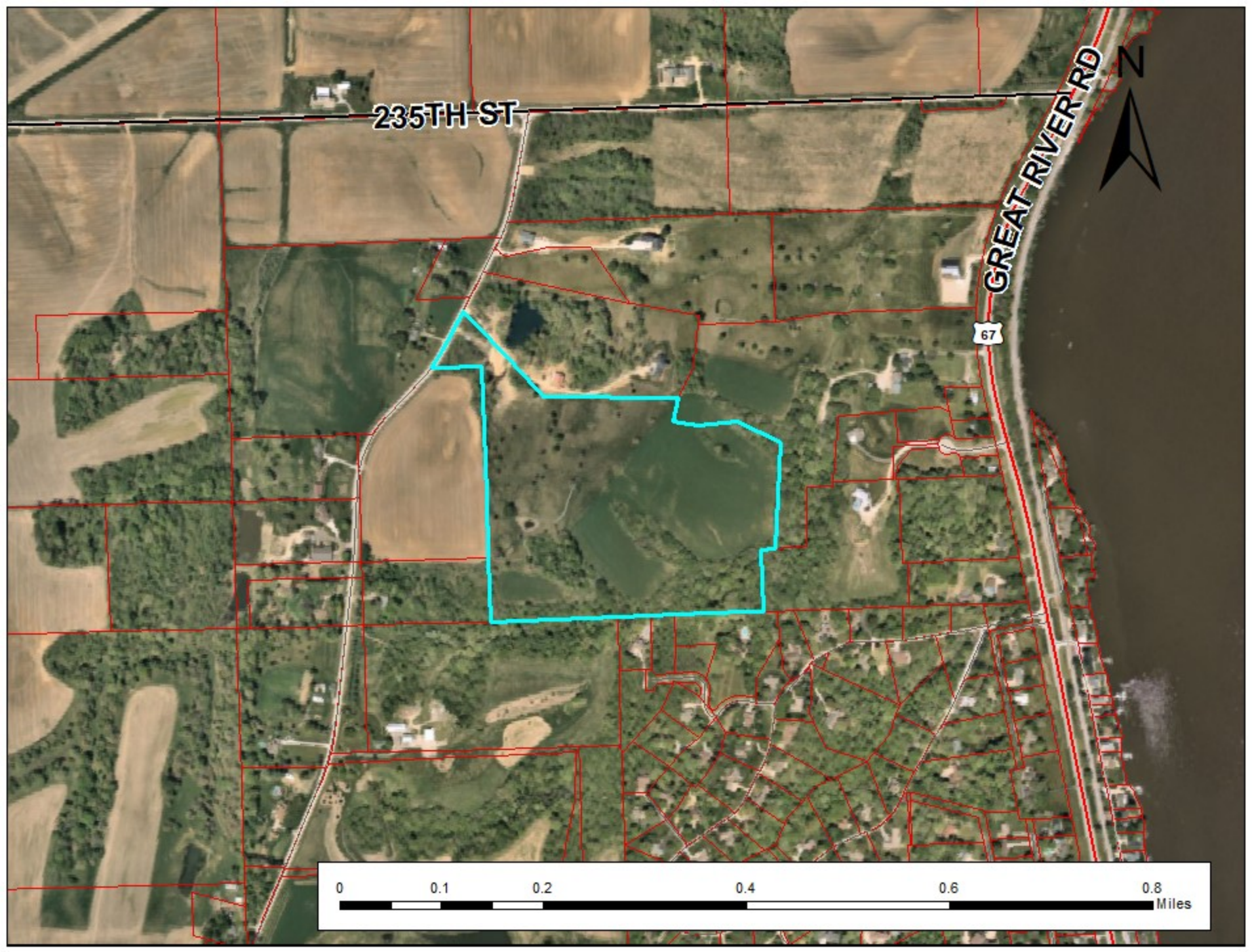
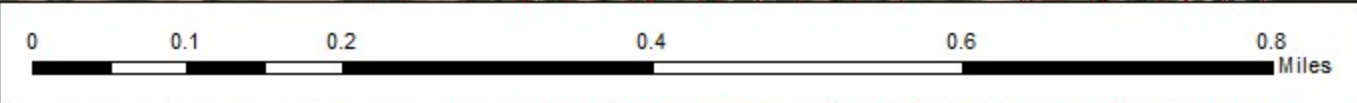




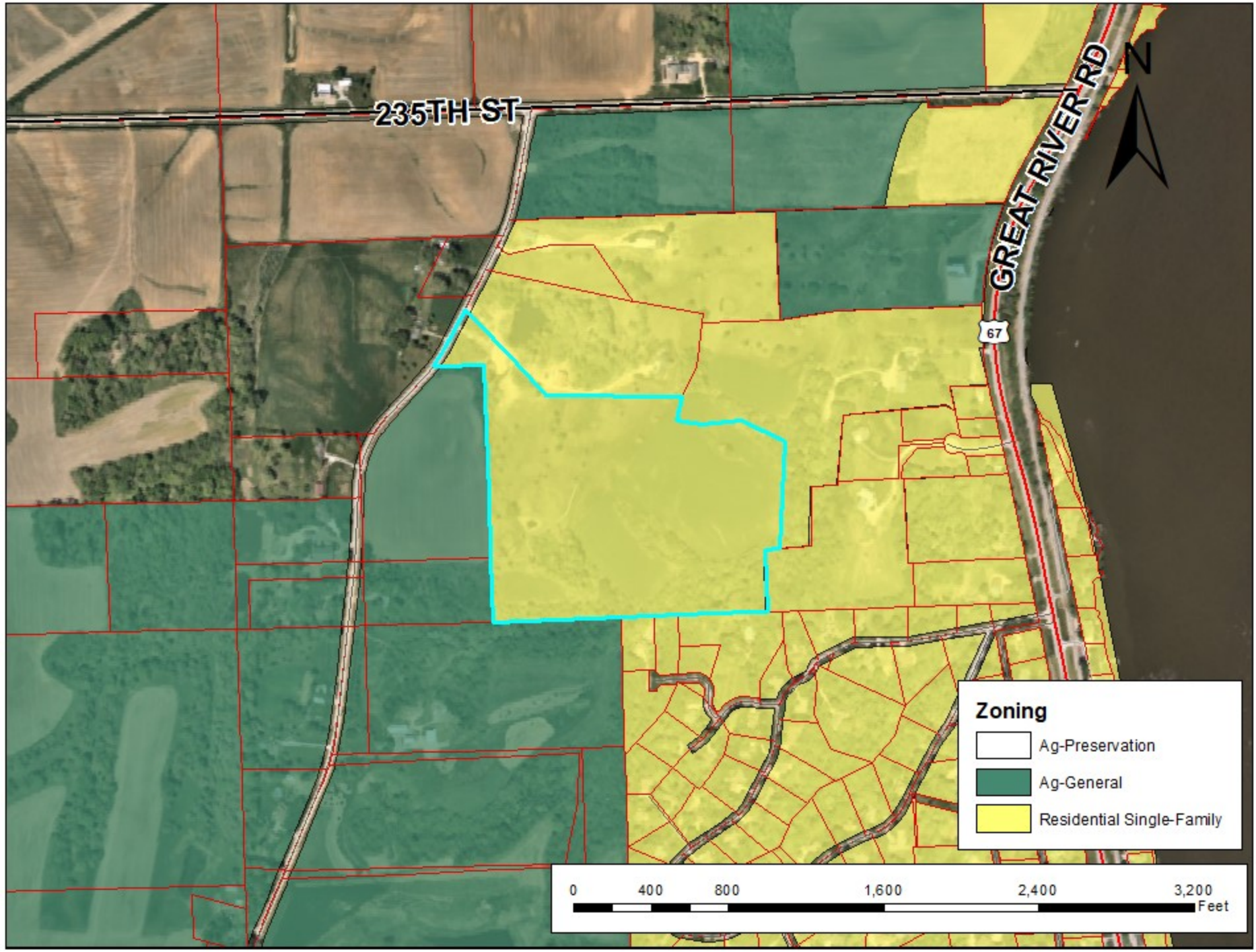
235TH ST

67

GREAT RIVER RD







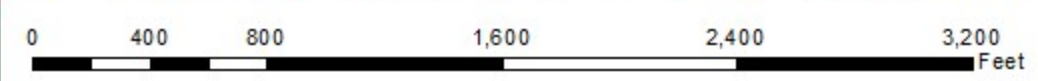
235TH ST

GREAT RIVER RD

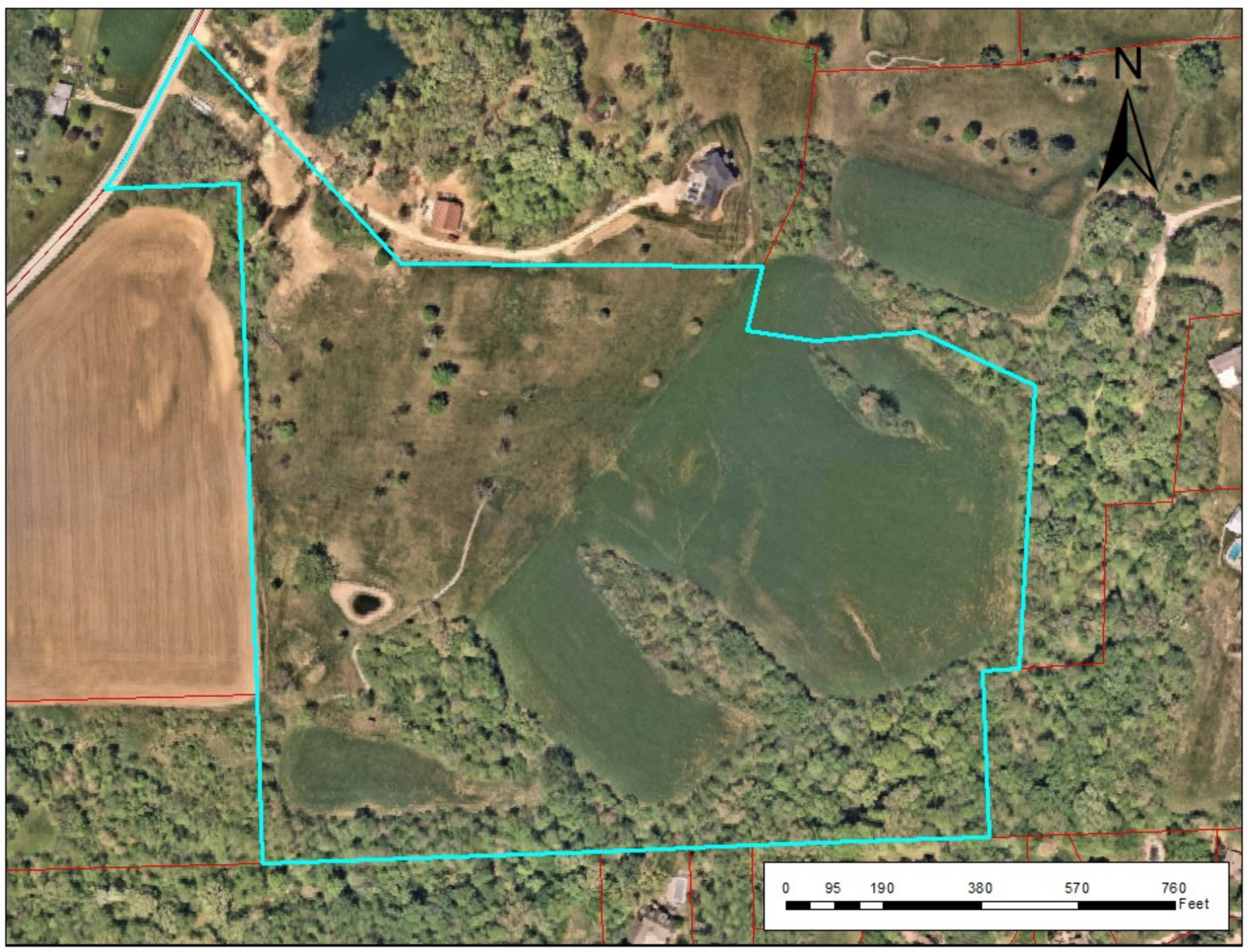
67

**Zoning**

- Ag-Preservation
- Ag-General
- Residential Single-Family















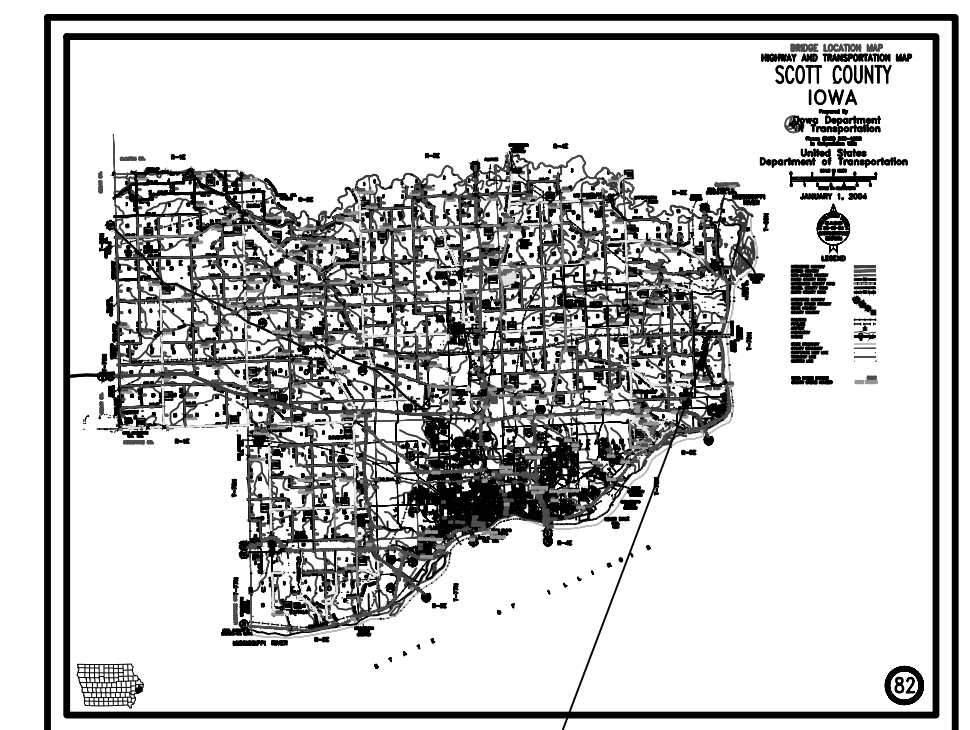


# OLATHEA OVERLOOK

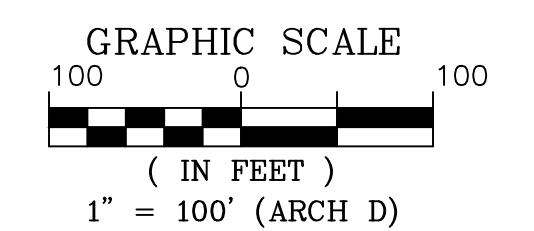
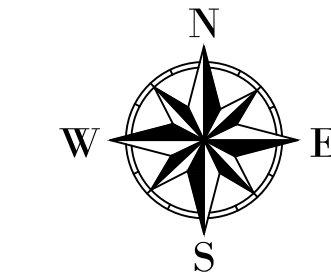
## PRELIMINARY PLAT

PART OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 14 AND PART OF THE SOUTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 79 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING A REPLAT OF LOT 4 OF THE GREAT RIVER HILLS AMENDED FINAL PLAT, AN ADDITION TO SCOTT COUNTY, IOWA

### SITE LOCATION MAP



APPROXIMATE SITE LOCATION



THE MEASURED BEARINGS SHOWN HEREON ARE BASED ON THE IOWA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (1402) GEOID 12A, NAD 83 (2011) EPOCH 2010.00.

### PLAT INFORMATION

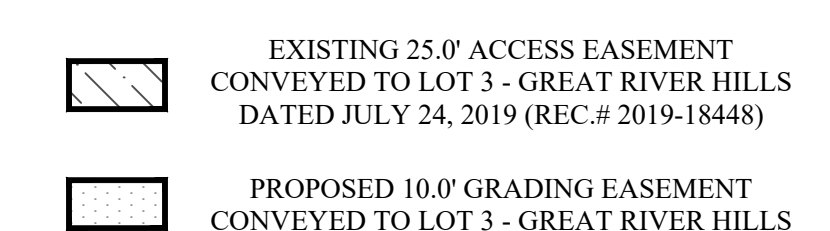
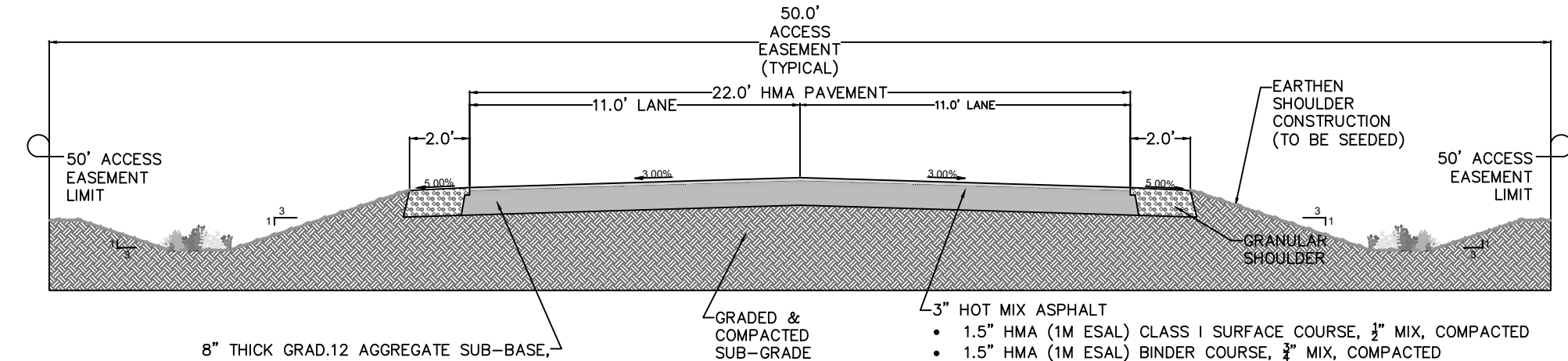
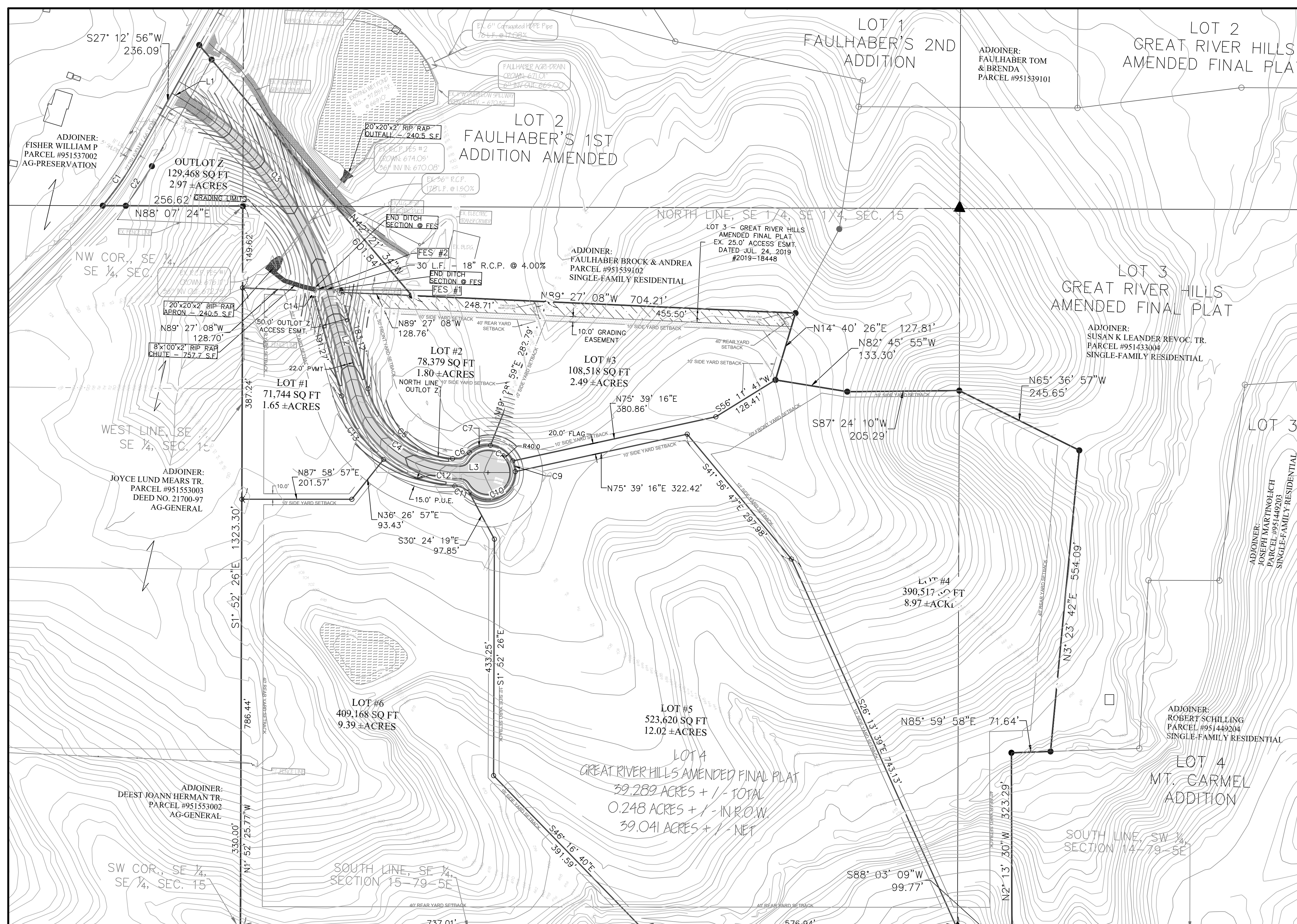
- Owner:**  
Steve & Lisa Zelle  
3285 Fields Drive  
Bettendorf, Iowa 52722  
Ph: (563) 332 - 3200
- Engineer-Of-Record:**  
Christopher R. Townsend, P.E.  
Townsend Engineering  
2224 East 12th Street  
Davenport, Iowa 52803  
Ph: (563) 386 - 4236
- Surveyor-Of-Record:**  
Michael D. Richmond, PLS  
Townsend Engineering  
2224 East 12th Street  
Davenport, Iowa 52803  
Ph: (563) 386 - 4236
- Attorney-Of-Record:**  
Curt A. Oppel  
Stanley Lande & Hunter  
201 West 2nd Street, Suite 1000  
Davenport, Iowa 52801  
Ph: (563) 324 - 1000

### GENERAL NOTES:

- LEGAL DESCRIPTION OF EXISTING PROPERTY:  
PART OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 14 AND PART OF THE SOUTHEAST QUARTER OF SECTION 15, ALL IN TOWNSHIP 79 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING A REPLAT OF LOT 4 OF THE GREAT RIVER HILLS AMENDED FINAL PLAT, AN ADDITION TO SCOTT COUNTY, IOWA.
- SUBDIVISION CONTAINS 39.289 ACRES (1,711,414 S.F.) TOTAL WITH 0.248 ACRES (10,798 S.F.) OF RIGHT-OF-WAY AND A NET AREA OF 39.041 ACRES (1,700,616 S.F.).
- MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.
- THE PRIVATE LANE SHALL BE NAMED IN ACCORDANCE WITH THE RURAL ADDRESSING SYSTEM FOR UNINCORPORATED SCOTT COUNTY.
- ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.
- COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT, OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND REPORT ANY DIFFERENCES AT ONCE.
- THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR-OF-RECORD'S SIGNATURE AND SEAL.
- ALL IMPROVEMENTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PRINCETON, IOWA STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AND THE SCOTT COUNTY, IOWA STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION, IN THE EVENT OF CONFLICTING CODES, THE STRICTER SHALL PREVAIL.
- OVERLAY UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC (PRIMARY/SECONDARY/PAD-MOUNTED EQUIPMENT & STREET LIGHTS), TELEPHONE, AND CABLE TELEVISION SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.
- THE SUBJECT PROPERTY IS ZONED R-1: SINGLE FAMILY RESIDENCE. ZONING SETBACK LINES ARE BASED ON ZONING REQUIREMENTS AS OF THE DATE OF COUNTY BOARD APPROVAL, IN CASE OF CONFLICT BETWEEN THE LINES SHOWN AND FUTURE CODE REQUIREMENTS, THE CODE REQUIREMENTS SHALL GOVERN.
- THIS SUBDIVISION LIES WITHIN ZONE "X" (AREA NOT PRONE TO FLOODING) AS SHOWN ON FEMA FIRM PANEL #19163C0265G, EFFECTIVE MARCH 23, 2021.
- SEWAGE TREATMENT TO BE PROVIDED BY PRIVATE SEPTIC SYSTEMS, CONFORMING WITH THE SCOTT COUNTY, IOWA PRIVATE SEWAGE DISPOSAL SYSTEM STANDARD SPECIFICATIONS, LATEST EDITION.
- POTABLE WATER TO BE PROVIDED BY PRIVATE WELL SYSTEMS, CONFORMING WITH THE SCOTT COUNTY, IOWA PRIVATE WATER SUPPLY WELL STANDARD SPECIFICATIONS, LATEST EDITION.
- STORM WATER DETENTION SHALL BE PROVIDED BY EXISTING REGIONAL RETENTION POND, LOCATED ON LOT 2 OF THE FAULHABER'S FIRST ADDITION AMENDED, VIA AGREEMENT, TO BE RECORDED PRIOR TO FINAL PLAT APPROVAL.
- OUTLOT Z IS RESERVED FOR STORMWATER CONVEYANCE/DRAINAGE, PUBLIC INGRESS/EGRESS, AND PUBLIC SERVICES/UTILITIES TO THE SUBDIVISION.
- PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE COUNTY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT-OF-WAY OR UTILITY EASEMENT DEDICATED WITHIN THE PLAT. FURTHER, THE COUNTY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES, OR ALLOW GROUND TO BE RE-PLATTED.
- FURTHER SUBDIVISION OF PLATTED LOTS SHOWN HEREIN IS NOT PERMITTED.

Curve Table				
Curve #	Length (FT)	Radius (FT)	Delta	Chord Direction
C1	107.78	573.00	10.78	N32° 36' 15"E
C2	86.92	606.00	8.22	N31° 19' 29"E
C3	459.40	600.00	43.87	S39° 25' 30"E
C4	260.15	200.00	74.53	S54° 45' 13"E
C5	214.07	175.00	70.09	N52° 32' 00"W
C6	33.39	40.00	47.83	S68° 30' 35"W
C7	42.44	50.00	48.63	S68° 54' 38"W
C8	52.15	50.00	59.76	N56° 53' 47"W
C9	20.14	50.00	23.08	S15° 28' 45"E
C10	118.59	50.00	135.90	N64° 00' 35"E
C11	29.02	40.00	41.57	S68° 49' 34"E
C12	141.61	225.00	36.06	S71° 34' 52"E
C13	141.61	225.00	36.06	N35° 31' 14"W
C14	8.16	575.00	0.81	N17° 53' 49"W

Line Table		
Line #	Length (FT)	Direction
L1	13.62	S61° 21' 35.27"E
L2	191.27	S17° 29' 24.94"E
L3	51.37	N87° 58' 59.79"E



MINIMUM LOT AREA, LOT WIDTH, SETBACK, & MAXIMUM HEIGHT REQUIREMENTS  
LOT AREA : 30,000 SQ.FT. & LOT WIDTH : 100 FT.  
FRONT YARD : 50 FT. ; SIDE YARD : 10 FT. ; REAR YARD : 40 FT.  
MAX. STORIES : 2½ ; MAX. HEIGHT : 35 FT.

**LEGEND:**  
DEED DIMENSION = (0.00)  
FIELD DIMENSION = 0.00' MONUMENTS FOUND:  
#5 REBAR, UNLESS NOTED = ●  
CHISELED "X" = X  
MONUMENTS SET:  
#5 REBAR W/ YELLOW CAP #23503 = ○  
BOUNDARY LINE = ———  
ROAD CENTER LINE = ———  
EASEMENT LINE = ———  
SETBACK LINE = - - - - -  
SECTION LINE = ———



DATE: 03.20.2023 TE PROJECT NO.: OLATHEA  
563 386.4236 office 386.4231 fax  
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: KRZ  
CHECKED BY: MDR/KLC  
DRAWING LOCATION  
D:\TOWNSEND ENGINEERING\TE PROJECTS\PRECISION BUILDERS, INC\OLATHEA\CAD\PRODUCTION DRAWINGS\LOT 4 - GREAT RIVER HILLS (PLAN).DWG

NO.	REVISIONS: DESCRIPTION	DATE
1.		

PROJECT  
PRELIMINARY PLAT  
OLATHEA OVERLOOK  
SCOTT COUNTY, IOWA

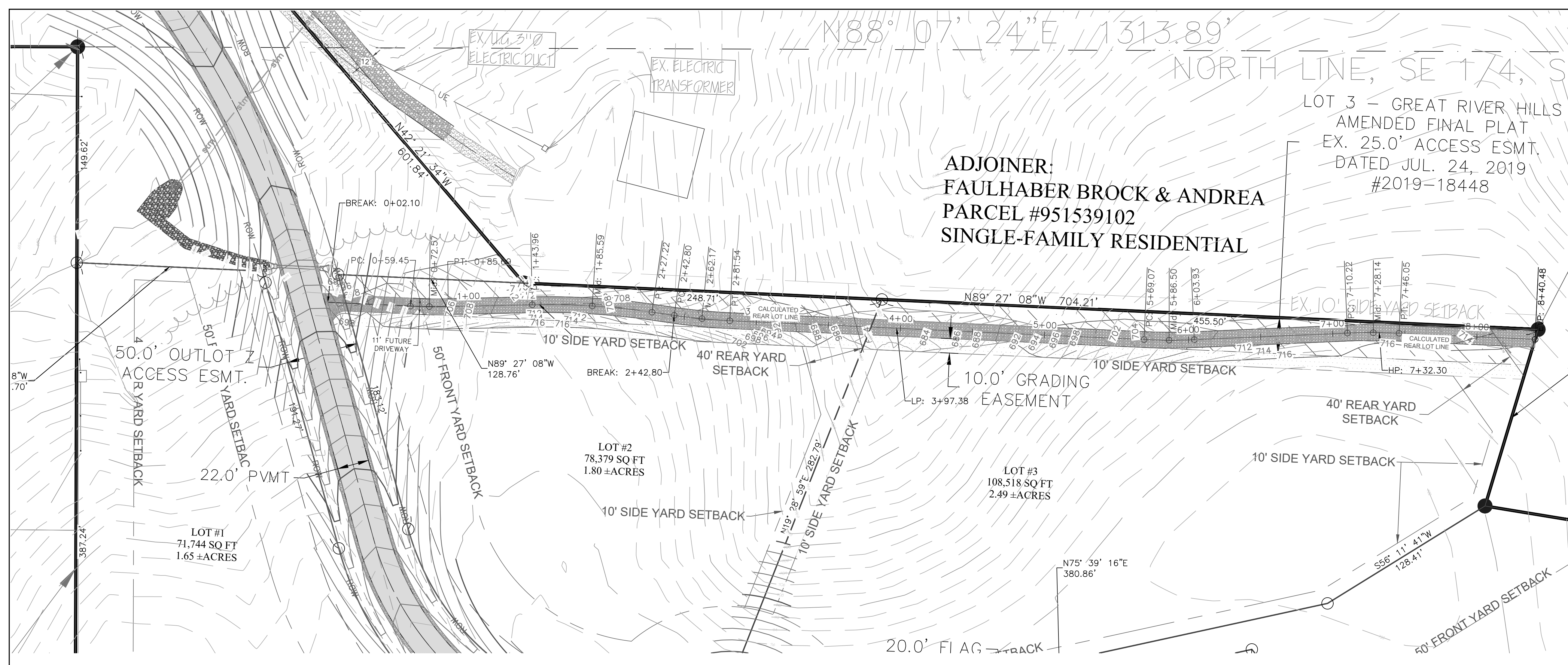
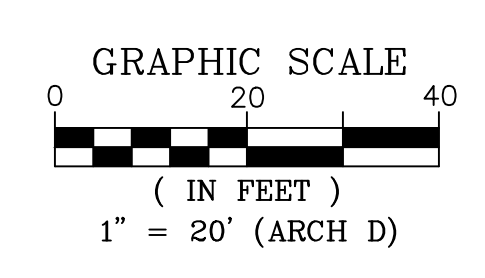
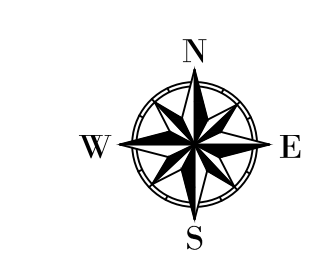
DEVELOPER  
STEVE & LISA ZELLE  
3285 FIELDS DRIVE  
BETTENDORF, IOWA

SHEET NO.  
1  
OF  
1



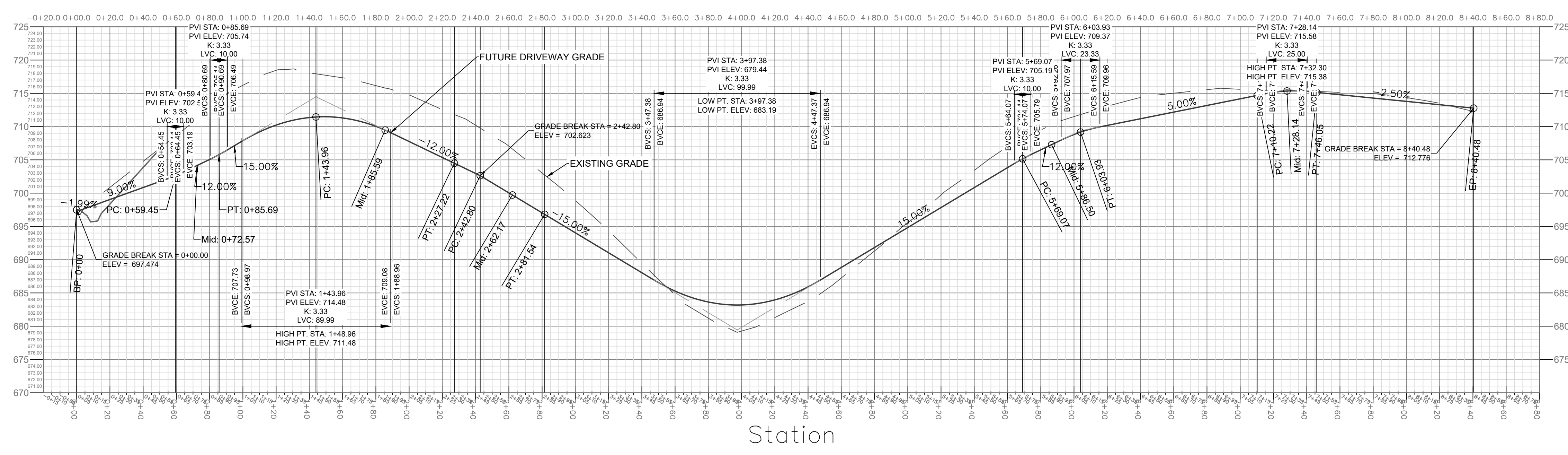
**PROPOSED SITE PLAN & PROFILE**  
**LOT 4 - AGRICULTURAL ACCESS**

LOT 3 - GREAT RIVER HILLS AMENDED  
 AMENDED FINAL PLAT  
 EX. 25.0' ACCESS ESMT.  
 DATED JUL. 24, 2019  
 #2019-18448



PROFILE VIEW – Leander Centerline (Future)

Station



Station



DATE: 03.20.2023 TE PROJECT NO.: OLATHEA  
 563 386.4236 office 386.4231 fax  
 2224 East 12th Street, Davenport, IA 52803

DRAWN BY: KRZ CHECKED BY: CRT  
 TOWNSEND ENGINEERING, THE PROJECTS PRECISION BUILDERS,  
 INC. OLATHEA, CAD/PRODUCTION DRAWINGS LOT 4 - GREAT RIVER HILLS  
 (PLAN).DWG

NO.	REVISIONS: DESCRIPTION	DATE
1.		

PROJECT  
 PROPOSED SITE PLAN & PROFILE  
 LOT 4 ACCESS  
 SCOTT COUNTY, IOWA

DEVELOPER  
 STEVE & LISA ZELLE  
 3297 FIELDS DRIVE  
 BETTENDORF, IOWA

SHEET NO.  
 C7





Doc ID: 022046650005 Type: LAN  
Recorded: 07/24/2019 at 03:48:52 PM  
Fee Amt: \$27.00 Page 1 of 5  
Scott County Iowa  
Rita A. Vargas Recorder

File **2019-00018448**

Prepared By: Thomas R. Schirman, Jr., 202 N. Second St. Suite A Eldridge, IA 52748

Return To: Thomas R. Schirman, Jr. 202 N. Second St. Suite A Eldridge, IA 52748

### Agreement to Provide Access

For the mutual considerations referenced herein, Susan K. Leander, as Seller and current owner of Lot 3 of the Amended Plat of Great River Hills, Scott County, Iowa, and Steven R. Zelle and Lisa Zelle, jointly as Buyer, as owner or prospective owner of Lot 4 of said subdivision.

1. In the event Seller or Seller's family (herein defined to include Seller, Seller's lineal descendants and their spouses, trusts of the same, and any entity or entities owned in the majority by such persons, solely or jointly) constructs a residence upon Lot 3 of the Amended Final Plat of Great River Hills, Scott County, Iowa or any portion of said Lot 3 retained by Seller after conveyance of any portion of said Lot 3 to Buyer by separate transaction, Buyer shall provide to Seller a permanent and perpetual access easement free and clear of all encumbrances, of a minimum of 25 ft. in width through, over and across Lot 4 of the Amended Final Plat of Great Rivers Hills, Scott County, Iowa (and over and across any portion of said lot 3 acquired by Buyer), from the access driveway serving Lot 4 exiting 277<sup>th</sup> Avenue or from any cul-de-sac derived from said access to 277<sup>th</sup> Avenue to Lot 3 or the remaining portion thereof not acquired by Buyer, for the purpose of providing ingress and egress to a residence, as referenced herein. The specific location of the access easement, which shall be reasonable in location, shall be established at the time Buyer or Buyer's successors in interest commence to plat or subdivide Lot 4 of the Amended Final Plat of Great River Hills, Scott County, Iowa. Said access easement shall be for the personal use and benefit of Seller or Seller's family and successors in interest and shall not constitute public access to Lot 3 of the Amended Final Plat of Great River Hills, Scott County, Iowa (primary access to Lot 3 shall remain off US Highway 67). Said access easement shall also include access to connect to any utility such as electrical, natural gas or the like, as may be applicable, common sewer if applicable or community well if applicable, and cable/internet and for such purposes said easement shall be extended to "under" the easement area, not just "over and across." In the event Seller obtains or any third party acquires ownership of any portion of Lot 3 of the Amended Plat



of Great River Hills, Scott County, Iowa, (the same generally known to the parties as the "Hilltop Portion") the same shall be responsible for a pro-rata share of subdivision road maintenance expenses or road association fees at the time that a single family home is constructed on Lot 3 or the remainder thereof or when a personal access drive is constructed on the referenced 25 ft. easement area. Seller shall not be required to share in the cost of constructing any access road into Lot 4 from 277<sup>th</sup> Avenue or any cul-de-sac forming a part thereof.

2. Buyer agrees to construct and install the access road to Lot 4 from 277<sup>th</sup> Avenue within four years from the date of closing of this transaction, notwithstanding no platting has occurred, and grant the applicable access easement(s) to Seller.

3. Exhibit A attached hereto shall serve as a general guide to the location of the referenced easement but shall not be binding.

4. Until the access easement is granted and the drive constructed as herein referenced, Seller grants Buyer the right to reasonable access over Lot 3 of the Amended Final Plat of Great River Hills, Scott County, Iowa, for the purpose of access to the crop or other land on Lot 4 of the Amended Final Plat of Great River Hills, Scott County, Iowa, as Buyer may reasonably require. Additionally, Buyer may remove trees at Buyer's expense from the rear ravine location of Lot 3, but only by mutual written agreement of the respective parties as to which trees may be removed. It is the intent of this paragraph that not all trees will be removed but only those reasonably necessary for the purpose of enhancing a river view from Lot 4.

5. The cost of installation and maintenance of an access or drive on any easement granted to Seller shall be the sole obligation of Seller.

6. The provisions of this Agreement shall be binding upon the parties hereto and their successors in interest, and shall run with the lands herein described.

Dated this 18 day of JULY, 2019.

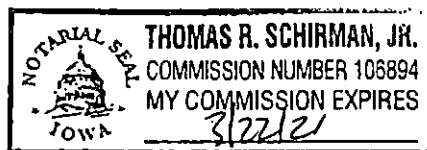
Susan K. Leander  
Susan K. Leander

Steven R. Zelle  
Steven R. Zelle

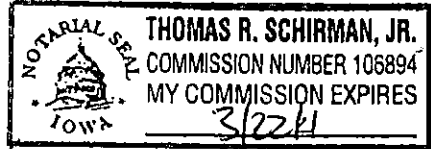
Lisa Zelle  
Lisa Zelle

STATE OF IOWA, COUNTY OF SCOTT

This record was acknowledged before me on 7/18, 2019 by Susan K. Leander.



[Signature]



STATE OF IOWA, COUNTY OF SCOTT

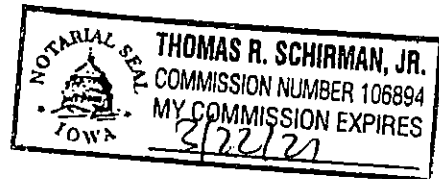
This record was acknowledged before me on 7/18, 2019 by  
Steven R. Zelle.

[Signature]

STATE OF IOWA, COUNTY OF SCOTT

This record was acknowledged before me on 7/18, 2019 by  
Lisa Zelle.

[Signature]



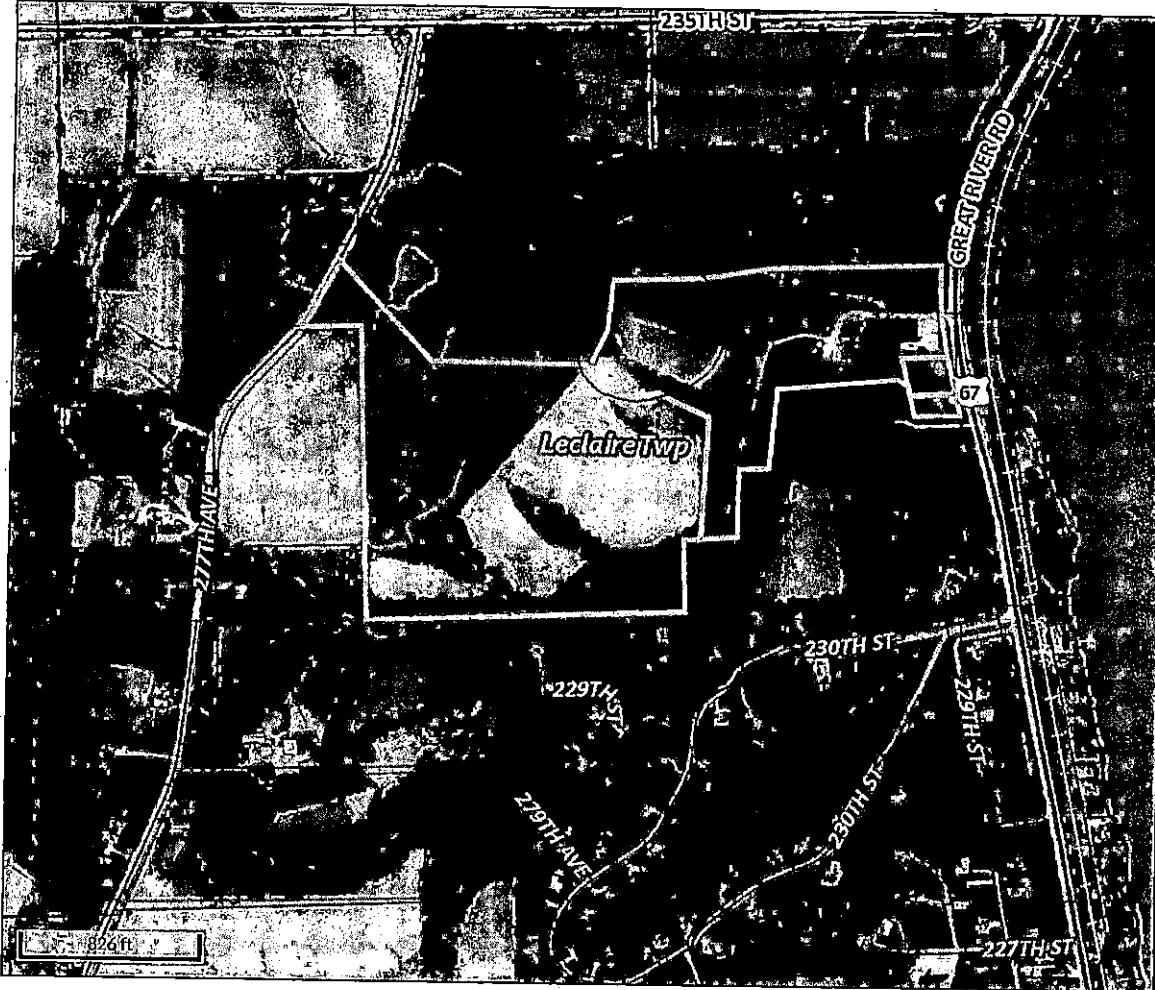




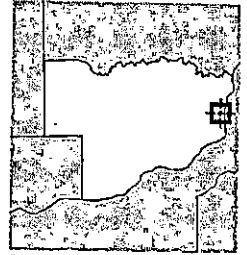




# Scott County / City of Davenport, Iowa



## Overview



## Legend

- Parcel
- Parcel Point
- Political Township
- All Roads
  - Interstate
  - US Highway
  - State Highway
  - County Route
  - Major road
  - Local roads
  - Ramp
  - Alleyway/Access Road
  - Bike/Pedestrian Trail
  - Driveway
- Rights of Way
- Railroad
- County Boundary
- Major Rivers and Streams
  - River Centerline
  - River Boundary
  - Major Stream
- Minor Streams, Other
  - Minor Stream
  - Small Lake/Pond
  - Drainageways, etc
  - Island
- Major Rivers and Lake
  - Lake
  - Major Stream
  - River
  - Minor Lakes and Ponds

Parcel ID 951555002  
 Sec/Twp/Rng n/a  
 Property Address

Alternate ID n/a  
 Class R  
 Acreage 39.026

Owner Address LEANDER SUSAN K  
 23200 GREAT RIVER RD  
 LE CLAIRE IA 52753

EXHIBIT A

**PERMANENT INGRESS-EGRESS EASEMENT  
AND  
MAINTENANCE AGREEMENT  
(Recorder's Cover Sheet)**

**Preparer Information:** (name, address, and phone number)

Curt A. Oppel, 201 West 2nd Street, Ste 1000, Davenport, IA 52801, Phone: (563) 324-1000

**Return Document To:** (name and complete address)

Curt A. Oppel, 201 West 2nd Street, Ste 1000, Davenport, IA 52801

**Grantors:**

Brock and Andrea Faulhaber, 23333 – 277<sup>th</sup> Avenue, LeClaire, IA 52753

**Grantees:**

Steven R. and Lisa L. Zelle, P.O. Box 237, LeClaire, IA 52753

**Legal Description:**



**PERMANENT INGRESS-EGRESS EASEMENT  
AND  
MAINTENANCE AGREEMENT**

For value received, this Permanent Ingress-Egress Easement and Maintenance Agreement ("Agreement") is entered into between **BROCK AND ANDREA FAULHABER** ("Grantors") and **STEVEN R. AND LISA L. ZELLE** ("Grantees").

The consideration for this Agreement does not exceed \$500.00, and this Agreement is granted on the following conditions:

1. **Background and Purpose.** The purpose of this Agreement is to provide Grantees, with perpetual non-exclusive ingress and egress from their property and legally described on Exhibit A, ("Grantees' Property") to the pond located on the west side of Grantors' property, which is contiguous to Grantees' Property and legally described on Exhibit B ("Grantors' Property"), for purpose of maintaining and repairing the existing drainage system that begins on Grantees' Property and crosses over Grantors' Property and ends in the existing pond located on the west side of Grantors' Property.

The purpose of this Agreement is also to provide Grantees with the right to drain storm and surface water from Grantees' Property into the pond located on the west side of Grantors' Property. The pond located on Grantors' Property shall be referred to in this Agreement as the "Grantors' Pond."

2. **Access Easement.** Grantors, for themselves and their grantees, successors and assigns as owners of all or any interest in Grantors' Property does hereby grant and convey unto Grantees and their grantees, successors and assigns as owners of all or any interest in Grantees' Property, and their respective employees, contractors, agents and their respective invitees, a perpetual, non-exclusive access easement into and upon the Grantors' Property using Grantors' existing drive way from 277<sup>th</sup> Avenue and 30 feet around Grantor's Pond ("Access Area") for the sole purpose of improving, maintaining and repairing the existing storm and surface water drainage system that will remove water from Grantees' Property and deposit water into Grantors' Pond (the "Access Easement").

3. **Drainage Easement.** Grantors, for themselves and their grantees, successors and assigns as owners of all or any interest in Grantors' Property do hereby grant and convey unto Grantees and their grantees, successors and assigns as owners of all or any interest in Grantees' Property, and consent to a perpetual exclusive drainage easement for storm and surface water that will drain from Grantees' Property across Grantors' Property and into the Grantors' Pond for the purpose of permitting drainage of storm and surface water from Grantees' Property into Grantor's Pond (the "Drainage Easement"). The Drainage Easement granted herein to Grantees shall be only for the benefit of Grantees' Property.

**Grantor's Covenants.** Grantors, for themselves and their grantees, successors and assigns, reserves the right to use Grantors' Pond and any portion of the Access Area that will not prevent or interfere with the exercise by Grantees of their rights under this Agreement; provided, further, that Grantors, and their grantees, successors and assigns, shall not construct any building or other structure on or make any changes to the Access Area or Drainage Easement that would cause damage to Grantees' Property or drainage system without the prior written consent of Grantees. Grantors acknowledge and accept the site alterations made to-date by the Grantees, including: the removal of the Grantors' 15-inch diameter culvert pipe, the installation of the Grantees' 36-inch culvert pipe; and the completed earthwork associated with the Grantees' roadway. The Grantors consent to the drainage patterns proposed by the Grantees' roadway grading and recognize that a portion of the total watershed will have to be routed across the Grantors' existing driveway into the Grantors' Pond.

4. **Grantees' Covenants.** Grantees, for themselves and their grantees, successors and assigns, reserve the right to use the Grantors' Pond for retaining only storm and surface water from Grantees' Property and not to interfere with the exercise by Grantors of their rights to the Grantors' Pond or Grantors' Property.

5. **Future Platting.** Grantors and Grantees agree to cooperate in any future platting of Grantees' Property, including dedicating the Drainage Easement as a permanent easement and the Grantors' Pond as a permanent retention pond for storm and surface water from Grantees' Property.

6. **Future Maintenance.**

a. **Drainage System.** Grantees and their respective grantees, successors and assigns shall be jointly and severally responsible for the cost of reconstruction, repair, and maintenance of the drainage system which is used to capture storm and surface water from Grantees' Property and deposit it into the Grantors' Pond.

b. **Grantors' Pond.**

(1) Grantees and their respective grantees, successors and assigns shall be responsible for any initial reconstruction, repairs or maintenance of the Grantors' Pond that may be required to provide additional live storage capacity to accommodate any increase in the amount of storm and surface water coming from the Grantees' Property.

(2) Grantees and their respective grantees, successors and assigns shall be jointly and severally responsible for the cost of reconstruction, repair, and maintenance of only the area within the banks of the Grantors' Pond wherein the drainage system discharges into the Grantors' Pond. Grantees are not responsible for the existing infrastructure where water exits the Grantors' Pond.



- (3) Grantees and their respective grantees, successors and assigns shall be jointly and severally responsible for the cost of labor and the necessary supplies to remove sediment and emergent aquatic vegetation (cattails) and other invasive plants that block the water flow coming from the drainage system into the Grantors' Pond.
- (4) Grantees and their respective grantees, successors and assigns shall make any necessary repairs and maintenance to Grantors' Pond in a timely fashion and shall provide written notice to the Grantors prior to accessing the Grantors' Pond for said repairs or maintenance.
- (5) Grantors and their respective grantees, successors and assigns shall be responsible for all other repairs and maintenance of the Grantors' Pond, including dredging the Grantors' Pond beyond the sedimentation area wherein the Grantees' drainage system enters the Grantors' Pond, repairing and maintaining Grantors' dock, restocking fish, removing fallen trees, and mowing around Grantors' Pond.
- (6) Grantors and their respective grantees, successors and assigns shall maintain a maximum normal water level of 669.10 (NAVD88) in Grantors' Pond and not hinder the current live storage capacity of the Grantors' Pond, calculated to be approximately 60,950-cubic feet. Grantors and their respective grantees, successors and assigns will not make any changes to the Grantors' Pond that could cause overtopping or an uncontrolled release of runoff during any precipitation event.
- (7) Grantors and their respective grantees, successors and assigns shall be responsible for any and all damage caused by not maintaining the agreed upon water level of the Grantor's Pond, including any damage from excessive drainage, overtopping, or an uncontrolled release of water from the Grantor's Pond.
- (8) Grantees and their respective grantees, successors and assigns shall not be responsible for any necessary repairs or maintenance or reconstruction of Grantors' Pond that may be necessary because of an increase in the amount of storm and surface water coming from other properties that are developed which are adjacent to either Grantors' Property or Grantees' Property.
- (9) Grantees and their respective grantees, successors and assigns shall be responsible for any necessary repairs or maintenance or reconstructing of Grantors' Pond that may be necessary because of an increase in the amount of storm and surface water coming through Grantees' property that is developed.
- (10) Grantees and their respective grantees, successors and assigns shall be responsible for any modifications to the pond as directed by Scott County Engineering during the platting process that are necessary to handle the

increased water flow to the Grantors' Pond from the storm and surface water coming from Grantees' property.

- c. A representative of the Grantor and Grantee and their respective grantees, successors and assigns shall meet once a year to review the condition of the Grantors' Pond and decide what maintenance is necessary to maintain the Grantors' Pond as a retention pond for the current amount of storm and surface water entering the Grantors' Pond from the Grantors' and Grantees' Properties.
- d. A representative of Grantor and Grantee shall meet at the Grantors' Pond upon entering into this agreement to establish a baseline of the depth of the pond that shall be agreed to be maintained through the duration of this Agreement. The baseline depth will be recorded between the parties to provide assurance to the Grantors that the depth will be maintained.

7. **Bind and Benefit of Successors in Interest.** The easements granted and the maintenance obligations created by this Agreement shall run with the land and are subject to all existing easements of record. The Grantees' rights to drain storm and surface water from Grantees' Property into the Grantors' Pond is perpetual and runs with the land.

8. **Future Interest in Access Easement Area.** Grantors reserves the title to the Access Area and Grantees maintenance and use of the Access Easement for the above purposes, however long continued, shall not vest in Grantees or their grantees, successors and assigns rights adverse to those of Grantors other than those granted by this Agreement.

9. **Future Interest in Grantors' Pond.** Grantors reserve the title to Grantors' Pond to themselves, and Grantees use of Grantors Pond for the above purposes, however long continued, shall not vest in Grantees or their grantees, successors any rights adverse to those of Grantors other than those granted by this Agreement.

10. **Representations and Warranties.** Grantors and Grantees represent and warrant to each other that: (a) they each have complied in all material respects with and is not now in violation of any laws, ordinances, orders, rules, or regulations of any federal, state, county, municipal, or other governmental or judicial agencies or bodies having jurisdiction with respect to the use, condition, or occupancy of their respective properties, including, without limitation, all subdivision, zoning, building, fire, health, and environmental laws, or other laws, statutes, ordinances, or regulations; (b) they are not now a party to, and have no knowledge of, any pending or threatened claims, actions, suits, or proceedings of any kind or nature whatsoever affecting the title to their respective properties or concerning the presence of any contaminant on, in, or under their respective properties including, without limitation, environmental litigation, condemnation proceedings, petitions, and suits or other proceedings contesting or protesting their right to use their respective properties in accordance with its present use; (c) there has been no release or threatened release of any contaminant on any of their respective properties; and (d) the agents signing this Agreement have the authority to enter into this Agreement and bind their respective principals, heirs and assignees.




11. **Indemnification.** Grantor and Grantees and their respective grantees, successors and assigns shall indemnify each other against and defend and hold each other harmless from any and all claims, demands, judgments, damages, actions, causes of action, injuries, administrative orders, consent agreements and orders, liabilities or losses, penalties, costs, and expenses of any kind whatsoever (including without limitation, attorneys fees, costs of experts, and remediation expenses) arising from, connected with, or relating to: (a) the breach of any representation, warranty, covenant or other provision of this Agreement, or (b) any release or threatened release of any contaminant into the soil or groundwater or storm or surface water draining into Grantors' Pond on, in or under their respective properties, including, but not limited to, any release of any contaminants which have seeped, leaked or migrated or in the future will seep, leak or migrate from other properties to the soil or groundwater in, on or under their respective properties either before or after this Agreement. This indemnification includes, without limitation, a parties successors and assigns, and their employees, transferees, and agents and all costs and incidental and consequential damages incurred in connection with or arising from any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of any contaminant present in the soil or groundwater on or under their respective properties. For the purpose of this Agreement, contaminants include any substance that is unlawful for discharge into body of water.


12. **General Provisions.**


- a. This Agreement supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement. It binds and benefits the parties and their successors in interest, heirs, beneficiaries, legal representatives, and assigns.
- b. Should any provision or portion of this Agreement be deemed to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.
- c. Any modification of this Agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.
- d. This Agreement is governed by and construed in accordance with Iowa law.
- e. Unless specifically provided otherwise, any notice, request, or other communication that a party desires or is required to give to another party (or any other person) in connection with this Agreement (the "Notice") shall be in writing and may be delivered by hand, by overnight courier, by electronic transmission, or by facsimile, or served in the manner provided for an original notice, or mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the party or person at the address provided in this Agreement or otherwise designated by written notice, with copies forwarded to such persons as such party or person may have directed in writing. The Notice shall be deemed given or delivered, as the case may be,


on the date of receipt if delivered by hand or by overnight courier or served as an original notice; on the date of sending if sent by electronic transmission or by facsimile; or on the second calendar day after the Notice is deposited in the United States mail.

f. No amendment or modification of this Agreement is effective unless made in writing and signed by each party.

  
\_\_\_\_\_  
Steven R. Zelle  
Dated March 15, 2023

  
\_\_\_\_\_  
Brock Faulhaber  
Dated March 15, 2023

  
\_\_\_\_\_  
Lisa L. Zelle  
Dated March 15, 2023

  
\_\_\_\_\_  
Andrea Faulhaber  
Dated March 15, 2023

STATE OF IOWA, COUNTY OF SCOTT

This instrument was acknowledged before me on Dated March 15, 2023 by Steven R. Zelle and Lisa L. Zelle.

  
\_\_\_\_\_  
Notary Public in and for said State  


STATE OF IOWA, COUNTY OF SCOTT

This instrument was acknowledged before me on Dated March 15, 2023 by Brock Faulhaber and Andrea Faulhaber.

  
\_\_\_\_\_  
Notary Public in and for said State  




**Exhibit A**  
Grantees' Property

Lot 4 of The Amended Final Plat of Great River Hills, an addition to Scott County, Iowa, being part of the southwest Quarter of the fractional section 14 and part of the Southeast Quarter of Section 15, all in township 79 North, Range 5 East of the 5<sup>th</sup> Principal Meridian, Scott County, Iowa

**Exhibit B**  
Grantors' Property

Lot 2 of the Amended Final Plat of Faulhaber's First Addition in Scott County Iowa



**PLANNING & DEVELOPMENT**

600 West Fourth Street

Davenport, Iowa 52801-1106

Office: (563) 326-8643 Fax: (563) 326-8257

Email: [planning@scottcountyiowa.gov](mailto:planning@scottcountyiowa.gov)



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Chris Mathias,  
Director

**NOTICE OF PLANNING AND ZONING COMMISSION PUBLIC HEARING FOR TEXT  
AMENDMENT TO THE ZONING ORDINANCE**

Public Notice is hereby given as required by Section 6-31 of the County Code (Zoning Ordinance), that the Scott County Planning and Zoning Commission will hold a public hearing for a proposed amendment to said ordinance at a public meeting on **Tuesday, April 18, 2023 at 5:30 PM**. The meeting will be held in the **1<sup>st</sup> Floor Board Room of the Scott County Administrative Center, 600 West 4<sup>th</sup> Street, Davenport, Iowa 52801**.

The Planning and Zoning Commission will consider a revision to the ordinance text that pertains to required minimum lot size. The proposed amendment would double (2x) the current minimum lot size required in the Agricultural-Preservation (A-P), Agricultural-General (A-G), and Single-Family Residential (R-1) Zoning Districts from 30,000 square feet to 60,000 square feet.

If you have any questions or comments regarding this meeting or proposal, please call or write the Planning and Development Department, Scott County Administrative Center, 600 West 4<sup>th</sup> Street, Davenport, Iowa 52801, (563) 326-8643, [planning@scottcountyiowa.gov](mailto:planning@scottcountyiowa.gov), or attend the meeting.



**Planning & Development  
Scott County, Iowa**

**Chris Mathias, Director**

Email: [planning@scottcountyiowa.com](mailto:planning@scottcountyiowa.com)  
Office: (563) 326-8643  
Fax: (563) 326-8257

Administrative Center  
600 West Fourth Street  
Davenport, Iowa 52801-1106

March 31, 2023

**To: Planning & Zoning Commission**  
**From: Chris Mathias, Planning Director**  
**Re: Minimum Lot Size**

Based on the Planning & Zoning Commission’s direction, Staff are proposing the following text amendments to change the minimum lot size for the A-P, A-G and R-1 zoning districts. As you can see below, these changes will amend the tables in Sections in sections 6-9, 6-10 and 6-12. The minimum lot size would stay at 30,000 square feet for subdivisions that do not require on-site water and sewage systems. For subdivisions that do require on-site water and septic systems, the minimum lot size would be raised to 60,000 square feet.

Chapter 6 of the Code or Ordinances would be amended as follows:

**EDIT**

**6-9 E. Minimum Lot Area, Lot Width, Setback & Maximum Height Requirements**

PRINCIPAL BUILDING	Lot Width	Front Yard	Side Yard	Rear Yard	Max Stories	Max Height
LOT AREA <del>NO SEWER OR WATER</del> <del>3060,000 SF</del>	100 ft	50 ft	10 ft	40 ft	2 ½	35 ft
LOT AREA W/ SEWER OR WATER 30,000 sq ft	100 ft	50 ft	10 ft	40 ft	2 ½	35 ft

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**6-10 E. Minimum Lot Area, Lot Width, Setback & Maximum Height Requirements**

PRINCIPAL BUILDING	Lot Width	Front Yard	Side Yard	Rear Yard	Max Stories	Max Height
LOT AREA <del>NO SEWER OR WATER</del> <del>3060,000 SF</del>	100 ft	50 ft	10 ft	40 ft	2 ½	35 ft
LOT AREA W/ SEWER OR WATER 30,000 sq ft	100 ft	50 ft	10 ft	40 ft	2 ½	35 ft

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**Planning & Development  
Scott County, Iowa**

**Chris Mathias, Director**

Email: [planning@scottcountyiowa.com](mailto:planning@scottcountyiowa.com)  
Office: (563) 326-8643  
Fax: (563) 326-8257

Administrative Center  
600 West Fourth Street  
Davenport, Iowa 52801-1106

6-12 E. Minimum Lot Area, Lot Width, Setback & Maximum Height Requirements

PRINCIPAL BUILDING	Lot Width	Front Yard	Side Yard	Rear Yard	Max Stories	Max Height
LOT AREA <del>NO SEWER OR WATER</del> <del>3060,000 SF</del>	100 ft	50 ft	10 ft	40 ft	2 ½	35 ft
LOT AREA W/ SEWER OR WATER 30,000 sq ft	100 ft	50 ft	10 ft	40 ft	2 ½	35 ft

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**PLANNING & DEVELOPMENT**

600 West Fourth Street

Davenport, Iowa 52801-1106

Office: (563) 326-8643 Fax: (563) 326-8257

Email: [planning@scottcountyiowa.gov](mailto:planning@scottcountyiowa.gov)



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Chris Mathias,  
Director

**NOTICE OF PLANNING AND ZONING COMMISSION PUBLIC HEARING FOR TEXT  
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The Planning and Zoning Commission will consider additions and revisions to the ordinance text that create and clarify regulations for Accessory Dwelling Units by adding a definition for Accessory Dwelling Unit, adding a new subsection to Section 6-6, and removing or revising existing sections of the Ordinance that refer to the concept.

If you have any questions or comments regarding this meeting or proposal, please call or write the Planning and Development Department, Scott County Administrative Center, 600 West 4<sup>th</sup> Street, Davenport, Iowa 52801, (563) 326-8643, [planning@scottcountyiowa.gov](mailto:planning@scottcountyiowa.gov), or attend the meeting.



## **ADD Definition**

**ACCESSORY DWELLING UNIT:** a smaller, independent residential dwelling unit located on the same lot as a stand-alone single-family home, containing provisions for sleeping, cooking, and sanitation.

## **ADD**

V. Accessory Dwelling Units: Unless specified elsewhere in the Ordinance, these regulations shall apply to all residential lots regardless of zoning designation.

- (1) One accessory dwelling unit is allowed per residential lot.
- (2) The residential lot must meet the minimum lot size for that zoning district.
- (3) One of the two dwelling units must be occupied by the owner of the lot for as long as the accessory dwelling unit is occupied.
- (4) An accessory dwelling unit may be located within a detached structure or within the same structure as the principal dwelling unit.
  - a. Accessory dwelling units located within a detached structure must meet the maximum height and minimum setback requirements for detached accessory buildings within the applicable zoning district.
  - b. Accessory dwelling units located within the same structure as the principal dwelling units must meet the maximum height and minimum setback requirements for principal structures within the applicable zoning district.
- (5) Adequate off-street parking is required for an accessory dwelling unit.
- (6) Total square footage of accessory dwelling units located within detached structures shall not exceed 50% of the total habitable (i.e. excluding attached garage square footage) ground floor square footage of the principal structure or 800 square feet, whichever is greater.
  - a. The principal structure shall remain the first dwelling unit constructed on the property. (i.e. It is not permitted to construct a second dwelling unit that is larger than the first in order to convert the first unit into the Accessory Dwelling Unit; the second dwelling unit constructed shall always be the Accessory Dwelling Unit and subject to the square footage limitation above.)
  - b. The square footage limitation shall be determined at the point which a building permit is issued for the Accessory Dwelling Unit and shall be based on the current habitable ground floor square footage of the principal structure at that time. Future additions to or reconstruction of the principal structure after the Accessory Dwelling Unit is approved and constructed shall not increase the square footage limitation for the Accessory Dwelling Unit.
- (7) Detached structures containing accessory dwelling units must be architecturally compatible with the principal structure and/or zoning district. Architectural compatibility generally includes the following: matching or similar building materials, roofing materials, roof slopes, building eaves, and building fenestration.

(8) The combined number of occupants in the principal structure and the accessory dwelling unit may not exceed the number allowed by the definition of "FAMILY" as defined by the Zoning Ordinance.

(9) The accessory dwelling unit must satisfy the requirements of all construction codes adopted by the County including building, electrical, fire, and plumbing codes.

(10) The County Health Department must approve the sewage and water systems for the accessory dwelling unit prior to the issuance of a building permit.

(11) There shall remain unobstructed access to a detached accessory unit for as long as the unit is occupied.

(12) Before an accessory dwelling unit is approved for construction and/or occupancy, the property owner must submit a registration agreement to the Planning & Development Department with the following information: A statement agreeing that one of the two dwelling units must be occupied by the owner of the lot for as long as the accessory dwelling unit is occupied, and a statement agreeing to the limits and other standards listed above. Accessory dwelling units constructed or occupied without a registration agreement shall be considered principal structures, which is a violation of Section 6-6 N. One Principal Building to a Lot.(13) Regulations, restrictions, and limitations applicable to "Community Area Development Residential District (CAD-R)" zoned properties and other properties under the jurisdiction of homeowners' associations may supersede the standards listed above.

#### **OTHER DEFINITIONS/SECTIONS AFFECTED – Revisions in Red**

6-6 H. Zero Lot Line: In residential districts, single-family attached dwellings, two-family dwellings and townhouses may be sited on a lot line in such a manner that the lot line runs the entire length of the common wall separating the dwelling units. The front and rear yard setbacks shall be maintained, and the side yard for the end units shall conform to the district area regulations. In a "C-1" or "C-2" District, the building(s) may be sited on the side and/or rear yard lot line so long as the principal building is no closer than thirty-five (35) feet to a residential district or an adjoining residence lot line. Any new subdivision or resubdivision proposing the use of the zero lot line shall comply with the procedures of a site plan review by the Planning and Zoning Commission, as described in Section 6-29. **Accessory Dwelling Units shall not be sited with a zero lot line and must follow the Accessory Dwelling Unit standards set forth in Sec. 6-6 (V) of this Code.**

6-6 N. One Principal Building to a Lot: Every building hereafter erected or structurally altered shall be located on a lot, as defined herein, and in no case shall there be more than one (1) single-family residence or duplex on a single lot or tract of land except under the following conditions: (1) An approved temporary mobile home on a farmstead or residential lot may be located on the same lot as the primary residence. (2) **A subordinate residence An Accessory Dwelling Unit approved with a Special Use Permit meeting the requirements of Section 6-6(V) of this Code,** or a second residence with an approved farmstead split created with a Plat of Survey. (3) More than one (1) industrial, commercial, multi-family dwelling or institutional principal building may be erected on a single lot or tract, but all such buildings must be located in compliance with the setback requirements of the applicable district regulations.



6-6 U(4b). No accessory building may contain or be used as a dwelling unit unless ~~a second residence is approved with a Special Use Permit~~ it is approved as an accessory dwelling unit per Section 6-6(V) of this Code, or a second residence is created with farmstead split by an approved Plat of Survey.

6-9 D(11). ~~One attached or detached dwelling unit subordinate to the existing dwelling unit, provided that the new dwelling unit meets all building and fire codes and zoning area and setback requirements, that there is unobstructed access to the new dwelling unit for emergency vehicles, and that the County Health Department approves the sewage and water systems.~~