

**PARK CITY MUNICIPAL CORPORATION
 PLANNING COMMISSION
 CITY HALL, COUNCIL CHAMBERS
 OCTOBER 23, 2013**



AGENDA

MEETING CALLED TO ORDER – 5:30 PM	<i>pg</i>
ROLL CALL	
ADOPTION OF MINUTES OF SEPTEMBER 25, 2013	5
ADOPTION OF MINUTES OF OCTOBER 9, 2013	51
PUBLIC COMMUNICATIONS – <i>Items not scheduled on the regular agenda</i>	
STAFF AND BOARD COMMUNICATIONS/DISCLOSURES	
CONTINUATION(S) – <i>Public hearing and continuation as outlined below</i>	

916 Empire Avenue – Steep Slope Conditional Use Permit <i>Public hearing and continuation to November 20, 2013</i>	PL-12-01533
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REGULAR AGENDA – *Public hearing and possible action*

General Plan – Historic Character & Neighborhoods <i>Public hearing and discussion only</i>	<i>Planning Manager Sintz</i>	83
Second Amended Silver Baron Lodge Phase II, 2880 Deer Valley Drive – Amendment to Record of Survey <i>Public hearing and possible recommendation to City Council</i>	PL-13-02054 <i>Planner Alexander</i>	123
508 Main Street Subdivision – Plat Amendment Modification <i>Public hearing and possible recommendation to City Council</i>	PL-13-02017 <i>Planner Alexander</i>	209
1101 Park Avenue - Conditional Use Permit for an office space in a historic structure in HRM <i>Public hearing and possible action</i>	PL-13-01979 <i>Planner Astorga</i>	233
331 McHenry Avenue – Appeal of Compliance with the Land Management Code <i>Quasi-judicial hearing</i>	PL-13-01959 <i>Planner Whetstone</i>	267

ADJOURN

A majority of Planning Commission members may meet socially after the meeting. If so, the location will be announced by the Chair person. City business will not be conducted.

MINUTES – SEPTEMBER 25, 2013

**PARK CITY PLANNING COMMISSION
WORK SESSION MINUTES
SEPTEMBER 25, 2013**

PRESENT: Nann Worel, Brooke Hontz, Stewart Gross, Jack Thomas, Thomas Eddington, Kayla Sintz, Anya Grahn, Francisco Astorga, Polly Samuels McLean.

WORK SESSION ITEMS

**1255 Park Avenue – Park City Library Discussion of Possible Amendment to MPD.
(Application PL-13-01992)**

Commissioner Wintzer disclosed that in 2004 he worked on the building at 1255 Park Avenue as the contractor. He did not believe that would affect his decision on this MPD.

Planner Anya Grahn reported that Park City Municipal is the applicant, represented by Matt Twombly. The Architect, Kevin Blaylock and Steve Brown, a consultant to the City on the Lower Park Avenue Master Plan, was also in attendance.

Planner Grahn provided a brief background on the Library. She noted that this application was the second MPD on the site. The first MPD was in 1989, at which time the goal was to create a cultural center with lodging and a convention center at the Carl Winters School. By 1992 the City's relationship with the developer had dissolved and the City abandoned the idea of a cultural center and decided to move the Library into the Carl Winters building. The building was rehabilitated to create space for the Library, as well as leasable space, and to be used as a theatre.

Planner Grahn stated that in 1992 the conditions of approval for the Library also addressed creating 92 permanent parking spaces on site, improving the Mawhinney parking lot at the south side of City Park to accommodate overflow parking, and setback exceptions along 12th Street where the historic building has a zero foot setback, as well as on Norfolk to accommodate the new 1992 addition.

Planner Grahn remarked that in the RC or ROS District all new public or quasi-public projects greater than 10,000 square feet in gross floor area are subject to an MPD process. She clarified that in this case the request is for an amendment to the MPD. During the regular meeting this evening, the Planning Commission would be reviewing the Pre-MPD application for compliance with the General Plan. The purpose of this work session was to hear feedback from the Commissioners on the proposal in general.

Planner Grahn noted that the applicants had prepared a power point presentation and they were requesting input on items that were outlined in the Staff report. They were asking for a setback reduction along Norfolk Avenue from 25' to 10'. Planner Grahn pointed out that the Staff report indicates 15' back from Norfolk; however the second story would be 10' and there would be an overhang. Planner Grahn stated that Norfolk Avenue is the rear of the building. The front façade is more on Park Avenue. An entrance is not proposed along Norfolk Avenue and it was treated as a rear elevation. She stated that the Planning Commission had the opportunity allow a reduced setback if they find it acceptable.

Planner Grahn reported that the applicant was also requesting an open space reduction. The new addition would reduce the current 114,100 square feet of open space to approximately 111,700

square feet, which equates to a 1% reduction. They were also looking for feedback regarding an improved entry sequence that would lead from the Park Avenue bus stop to the Library entrance.

Planner Grahn stated that as reflected in the Staff report, the Staff believed that 11 parking spaces would be eliminated; however, that number was closer to 18 parking spaces or 18% of the parking on the library parking lot. The applicant was also looking for feedback on installing a gravity fed book drop system in the loading zone along Norfolk Avenue. Currently there is a book drop that the staff manually empties. The new book drop would be gravity fed into the building and it could be a future sorting system.

Matt Twombly, the project manager for the Sustainability Department, stated that since the 1992 remodel, there have been several tenants in the building besides the Library. The Library was the main tenant to move in after they ran out of room at the Miners Hospital. Mr. Twombly named all the tenants who had leased space in the building since 1992 and again when the building was remodeled to expand the Library in 2004. He noted that most of the tenants had left and currently the second and third floors were vacant except for the Co-op on the second floor and the Film Series on the third floor. Mr. Twombly remarked that in 2004 the City was looking at a seven to ten year Library remodel. Since the tenants were moving out, this was a good time to expand the Library.

Kevin Blaylock with Blaylock and Partners, the project architect, had prepared a number of slides and an electronic model. He explained that his firm met on a regular basis with the steering committee group, individuals from the Planning Department, and with the Sustainability Group for Park City. Throughout the process they included the Friends of the Library and the Library Board. This same presentation he would give this evening was already given to the Library Board and the City Council.

Mr. Blaylock noted that the primary objectives were identified in three different categories; 1) the Library, 2) the third floor, and 3) City-wide goals. Mr. Blaylock remarked that there were several layers to the Library objectives and what defined a 21st Century Library. It speaks to everything from greater community involvement, more flexibility and adaptable space, improvements in technology, and acknowledging that while books are not going away, there is more of a demand for social gathering space. Along with that is developing a strong entry sequence and a stronger identity. Libraries are civic buildings in the community; however, the current Library does not present itself to the community.

Mr. Blaylock stated that the third floor would accommodate the temporary location for the seniors and create a multi-purpose space, as well as improvements for the Film Series and Sundance, relocation of the Co-op and coordinate improvements.

Mr. Blaylock remarked that to address the City-wide goals they would promote the City's commitment to historic preservation and recognize the importance of sustainable design goals, provide flexible space and work within the allocated budget.

Mr. Blaylock stated that the plans for the Library consists of expanding the Children's area, creating dedicated pre-teen and teen areas, media, restrooms, flexible space, and other things that could be accomplished. Building-wide the goal is to promote opportunities for greater community meeting

space, outdoor gathering space and the possibility of a small coffee shop. Along with the utility and infrastructure improvements they would also be creating a new elevator and new restrooms. Mr. Blaylock noted that the building would also be brought up to Code in terms of life safety and seismic.

Mr. Blaylock remarked that developing both the site and the building architecture and interior was a four step process; which included 1) analyzing or assessing the existing conditions; 2) exploring the studies; 3) developing a conceptual approach, and 4) providing options for evaluation.

Mr. Blaylock presented a slide showing the site opportunities. Purple identified the original historic footprint. The blue-ish tone represented the addition to the building in 1992. The piece that bracketed the back side on Norfolk Avenue was the three-story portion. He indicated a piece that was put in as a single story addition. Mr. Blaylock stated that in terms of site development they were looking at ways to improve or enhance the entry sequence. The view on the left was immediately outside what is now the front door looking towards Park Avenue. The view on the right was the view from the bus shuttle stop on Park Avenue looking back at the same entry sequence. The conceptual approach was to create a pedestrian access through the parking lot that collected pedestrians and brought them to the front door. They need to acknowledge with the site the facility use year-round, as well as the fact that the facility is used 10-12 hours per day at various times of the year.

Mr. Blaylock reviewed a number of proposed options that would promote connectivity, develop a stronger civic presence, maintain service and delivery access points, safe staff entry sequence, allowing for a book drop either now or in the future, and recognizing the importance of the after hour experience relative to the Library use. His firm generated a few sketches and provided a document to Planner Grahn that was included in the Staff report. They were looking at losing 11 to 12 parking stalls in the existing parking lot.

Mr. Blaylock had met with the Park City Sustainable Design Group and obtained information about the importance of what sustainable design means to Park City.

Mr. Blaylock noted that one idea was to put on a larger footprint that what the building currently occupies to promote the idea of an outdoor terrace at grade. They were maintaining the service entry drive but sliding it 10' to the north. He pointed out that all those things begin to encroach on the existing green space. In an effort to be sustainable, they looked for an opportunity to offset the lost green space with hardscape and supplant it in the front entry sequence. This would allow the creation of a more passive green space as a civic element and introduction to the library as opposed to a parking lot.

Mr. Blaylock stated that the current architectural solution proposes to remove the 1992 addition and to look for an opportunity to reuse the material on the site. Mr. Blaylock remarked that as they develop a more walkable community and connect the civic components, there was a concern about the amount of traffic activity occurring across Park Avenue and through a parking lot. Previous studies had two access points where patrons were crossing or conflicting with vehicular traffic. Mr. Blaylock presented a conceptual diagram that creates the connection with the access across Park Avenue and re-directs people to a front door experience.

Mr. Blaylock stated that the first two studies, S.1 and S.2 looked at potentially losing 11 or 12 parking stalls. His recommendation with S.4 results in a loss of 18 parking stalls and a net increase

of 4,000 square feet of green space.

Chair Worel referred to page 10 of the Staff report and the reference to the number of people getting on and off the buses. She liked the high numbers but she was unclear as to how that would translate into parking spaces. She asked if the increased bus traffic would decrease the demand for parking spaces and if it was based on a formula.

Mr. Blaylock replied that there was no way to know exactly, but they could try to interpolate some of the numbers. He believed it speaks to the larger issue of promoting public transportation and a walkable community. If that is the goal, the question is how important are the actual parking stalls.

Planner Grahn noted that a map on page 39 of the Staff report showed where the adjacent parking lots were located and their relationship to the Library. As part of the discussion and reflected on page 11, the Staff recommended that the Planning Commission require a parking analysis to understand the demands and usage of this site.

Commissioner Wintzer believed Mr. Blaylock was right in trying to promote public transportation. However, he thought it was important to know where the people who come to the Library live and if they have access to a transportation link. Commissioner Wintzer referred to one picture presented and noted that there were two or three houses to the left of the green area. He recalled that when the previous project was done, those houses had parking spaces assigned to them in the rear. If those spaces are still assigned it would reduce the parking for the project. He suggested that the Staff or the applicant research those spaces. Mr. Blaylock understood that there was a parking agreement in place. He noted that they were providing two additional parking stalls at this location, essentially creating two parking stalls closer to the front door and taking away the 12 spaces that were more remote from the front door of the Library.

Commissioner Gross was concerned about losing any parking spaces. When he attends the movies at the Library on the weekends there is never enough parking. If people have to park across the street there is no connection to get to the Library. He was unsure how the 13 stalls behind the bus stop would be accessed. Commissioner Gross had concerns regarding the Mawhinney lot. At the last meeting they looked at proposed rezoning of the HRM zone and the Mawhinney lot was shown as future housing. Therefore, those 48 spaces would eventually go away and he was concerned about creating an under parked situation.

Director Eddington clarified that there was not a housing proposal on that particular lot. Commissioner Gross replied that it was part of the overlay which means it would occur at some point in time. Director Eddington agreed that it could be in play, but the intent of the overlay was to show development for zoning purposes. Commissioner Gross emphasized that if it could potentially occur they would have to consider how they would replace the 48 spaces that would be gone. Director Eddington reiterated that the City was not proposing affordable housing on the Mawhinney lot.

Commissioner Gross referred to the 26 public spaces along 13th Street and asked if that parking was for the Library facility or general public parking. Mr. Twombly replied that those spaces were not specified for the Library, which is why it was included as overflow parking. Commissioner Gross thought of that parking as unaccessible, particularly during the snow season. He was not comfortable with the overflow parking as proposed. Mr. Twombly noted that part of the original MPD

required the 13th Street parking and parking across the street in City Park as additional parking. It was included as overflow parking for this proposal to be consistent with the original MPD. Commissioner Gross felt they were burdening this property by not providing enough parking to take care of the citizens for the next ten years. If they want people to use the Library building on a regular basis they need to resolve the parking issue.

Commissioner Thomas liked the scheme, the angle and the connection of pedestrians to the Park. He thought that having some accent to delineate the crossing across Park Avenue was important for increasing life-safety and drawing more attention to the crossing. Commissioner Thomas did not object to the parking spaces across the street. He believed there were 72 total parking spaces for overflow and he wanted clarity on whether the Mawhinney lot was designated as permanent overflow parking for the Library facility in the future. Mr. Twombly stated that there were 48 parking spaces on Mawhinney and 25 spaces on 13th Street. Planner Grahn apologized for including the wrong number of parking spaces on page 9 in the Staff report. She believed the correct number was closer to 72 when the 13th Street spaces are included. Commissioner Thomas agreed with Commissioner Gross on the importance of making sure the overflow parking is permanent.

Mr. Blaylock believed there was some confusion on the diagram. He noted that there was currently a striped crosswalk Park Avenue. That was an existing physical attribute that they were trying to connect with on the Library side. Commissioner Gross was aware of the crosswalk. His concern was with the 12 month accessibility around it and the potential for losing the spaces to development.

Mr. Blaylock presented the architectural elements of the proposal and reviewed the proposed design and materials.

Mr. Blaylock presented an electronic model of the proposal and an aerial view of the model looking at the proposed entry sequence.

Commissioner Thomas asked how they contemplated dealing with the walls that step up to Norfolk. Mr. Blaylock proposed to leave the existing concrete retaining wall in place and work around it and build on top of it.

Planner Grahn asked for input from the Planning Commission on the requested setback reduction. Commissioner Wintzer stated that his only concern was that having the upper outside door so close to the residential area could lead into noise and after-hour problems. He understood the need and how it works, but they need to be careful about encroaching a high-intensity use next to the existing houses. He suggested some type of restrictions to address the issues. Commissioner Wintzer noted that the existing wall is a vertical straight structure and he believed the proposal was a better approach to what exists. He felt it was important to keep some landscaping to protect the residential neighbors and to keep that area from becoming auxiliary parking and create traffic impacts for Norfolk.

Commissioner Thomas remarked that the wall is large and he was interested in seeing the material treatment of the wall and how they break it up aesthetically. He was comfortable with the reduced setback. Commissioner Thomas thought it was important to distinguish the difference between the old and the new. The more they mimic the historic building the more it undermines the historic

character. Mr. Blaylock agreed.

Commissioner Wintzer did not want to lose the historic entrance to the building, even though it was not the primary access.

Commissioner Thomas understood that the terraces to the north would not be usable but he felt it was important to have the stepback to aesthetically address the building façade and preserve it.

Chair Worel liked the proposal and found it exciting. It brings the community together and adds gathering spaces. She asked if a lot of work needed to be done to bring the building up to Code. Mr. Blaylock replied that they were currently going through a tremendous amount of design and financial effort to improve the seismic components of the building. They were also addressing relatively minor life-safety issues, egress issues and non-compliant issues such as restrooms and stairs. Mr. Blaylock stated that because of the historic nature of the building it would fall under the grandfather clause. However, the total re-gutting of the building automatically triggers the upgrades.

Mr. Blaylock stated that after their discussion with the Sustainable Design Team from Park City, it was important to understand that they were creating a more sustainable design solution with the building, but they would still have much higher energy consumption primarily due to the air conditioning they were asked to put in. On the other hand, the current boiler system is 65% efficient and that would be increased to 90-95% efficient. The objective is to achieve some balance.

Mr. Blaylock stated that in keeping with a 21st Century Library model they were trying to promote a higher engagement level between the Staff and the patrons. A drive-up or walk-up book drop goes a long way in making the Staff more available and reducing the wear and tear on the books and materials. Mr. Blaylock reviewed the proposed location for the gravity book drop and explained how the circulation would work. He noted that the location was prompted by the desire to get automated materials and handling equipment in the library. Mr. Blaylock stated that a number of studies were reviewed with Transportation and Engineering and they concluded that the location shown would be the better supported approach.

The Commissioners discussed vehicle access to and from the book drop and expressed their concerns. Mr. Blaylock commented on the cueing and he believed they would have to rely on signage and striping. Commissioner Gross expected it to be an issue within the first month. Mr. Blaylock pointed out that there were trade-offs with every scenario, including keeping the book drop in its current location. Commissioner Wintzer thought the book drop was an issue for the Library and not the Planning Commission. His concern was the amount of traffic it would generate on Norfolk.

Commissioner Thomas believed the proposal was going in the right direction. Commissioner Wintzer requested a blow up of the area and the adjacent parking for the next meeting. He would like to see how it all goes together with the street crossing and pedestrian linkage.

Chair Worel called for public input. There were no comments.

The Work Session was adjourned.

DRAFT

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
SEPTEMBER 25, 2013

COMMISSIONERS IN ATTENDANCE:

Chair Nann Worel, Stewart Gross, Jack Thomas, Charlie Wintzer

EX OFFICIO:

Planning Director, Thomas Eddington; Kayla Sintz, Planning Manager; Kirsten Whetstone, Planner; Francisco Astorga, Planner; Anya Grahn, Planner; Christy Alexander, Planner; Polly Samuels McLean, Assistant City Attorney; Mark Harrington, City Attorney

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The Planning Commission met in Work Session prior to the regular meeting. That discussion can be found in the Work Session Minutes dated September 25, 2013.

REGULAR MEETING

ROLL CALL

Chair Worel called the meeting to order at 5:30 p.m. and noted that all Commissioners were present except Commissioners Hontz, Strachan and Savage who were excused.

ADOPTION OF MINUTES

September 11, 2013

Commissioner Wintzer referred to page 72 of the Staff report, page 6 of the minutes, 5th paragraph, 5th line, and the sentence "... the number of people who drive to the junction to buy sheets and towels to take to Deer Valley". He clarified that he was talking about a commercial laundromat and corrected the sentence to read, "...the number of people who drive to the junction **to launder sheets and towels** to take to Deer Valley", to accurately reflect the intent of his comment regarding light industrial uses.

Commissioner Thomas referred to page 73, page 7 of the minutes, 6th paragraph, and corrected "...south into Wasatch County looking down hear the Brighton Estates..." to read, "...**near** the Brighton Estates..."

Commissioner Gross referred to page 76 of the Staff report, page 10 of the minutes and noted that his name was written as Steward Gross and should be corrected to read **Stewart Gross**.

MOTION: Commissioner Wintzer moved to APPROVE the minutes of September 11, 2013 as amended. Commissioner Thomas seconded the motion.

VOTE: The motion passed. Chair Worel abstained since she was absent from the September 11th meeting.

PUBLIC INPUT

There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Commissioner Gross referred to the 2519 Lucky John Drive replat item on the agenda and disclosed that he is a neighbor and a stakeholder in the area. He had not received public notice on this plat amendment and it would not affect his ability to hear the item this evening.

Commissioner Wintzer remarked that in talking about the Carl Winters School and the High School during work session, he felt it was important to note that the community had lost David Chaplin, who spent much of his career teaching there.

Director Thomas Eddington reported that the Planning Commission typically holds one meeting in November due to the Thanksgiving holiday. However, due to the lengthy agendas and the General Plan schedule, he asked if the Planning Commission would be available to meet on the First and Third Wednesdays in November, which would be November 6th and 20th. The Commissioners in attendance were comfortable changing the schedule. The Staff would follow up with the three absent Commissioners.

CONTINUATIONS(S) – Public hearing and continue to date specified.

1. Park City Heights – Pre-Master Planned Development and Amendment to Master Planned Development. (Application PL-13-01992 and PL-13-03010)

Chair Worel opened the public hearing. There were no comments. Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to CONTINUE the Park City Heights Pre-MPD and Amendment to Master Planned Development to October 9, 2013. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA – Discussion, public hearing, action.

1. 1255 Park Avenue, Park City Library – Pre-Master Planned Development
(Application PL-13-01992)

Planner Anya Grahn requested that the Planning Commission review the Park City Library Pre-Master Plan Development located at 1255 Park Avenue and determine whether the concept plan and proposed use comply with the General Plan and the goals.

During Work Session the applicant provided an overview of how a 21st Century library creates community spaces, conference rooms. It is about expanding the library and improving accommodations and improving the entry sequence and encouraging greater use of public transportation.

Planner Grahn noted that pages 84 through 85 of the Staff report outlined the goals of the current General Plan and how this application had met those goals. The Staff also analyzed the application based on the goals set forth in the new General Plan.

Commissioner Thomas remarked that since the new General Plan was still in the process of evolving and being modified, and it was not yet adopted, it was not pertinent to review the application under the new General Plan. He recommended that they remove that section. Commissioner Gross concurred.

Assistant City Attorney McLean stated that from a legal perspective, even though the Commissioners were relying on the existing General Plan, it would be changing. Therefore, if the Planning Commission has an issue regarding compliance with the new General Plan, it would be appropriate to raise the issue, particularly at this point in the process. Commissioner Thomas understood the legal perspective; however, the General Plan process was not completed and he was uncomfortable making that comparative analysis because it would add confusion.

Planner Grahn stated that if there was consensus to remove reference to the new General Plan, they suggested that they remove Finding of Fact 13, which talks about compliance with the drafted General Plan.

Commissioner Wintzer commented on uses and requested a note on the plat about exterior uses not sprawling into neighborhoods. They need to somehow acknowledge the need for a connection between the neighborhoods. Assistant City Attorney McLean stated that unless it was linked to the General Plan goals, it would be addressed with the MPD. Ms. McLean clarified that the main concept of the pre-MPD is compliance with the General Plan. However, it is appropriate to give initial feedback to make sure the concept is one the applicant should pursue.

Steve Brown representing the applicant, stated that time barriers would be placed as opposed to architectural barriers. Commissioner Wintzer clarified that he was talking about issues such as live music after 10:00 p.m. Mr. Brown stated that the applicant would respond in that vein.

Commissioner Gross referred to page 84 of the Staff report and the sentence stating that the applicant intends to continue to utilize the additional 72 parking spaces at the Mawhinney parking directly east of the Library as overflow parking. He wanted to make sure that would be a reality and that there would not be conflicts. Planner Grahn stated that the Staff report incorrectly stated 72 parking spaces. She believed the actual number was closer to 48 spaces, and she would confirm that number. She apologized for the mistake in her calculation. Commissioner Gross stated that regardless of the actual number, his concern was making sure that the parking spaces would remain as parking over the duration of the Library and its associated uses in the future.

Matt Twombly, representing the applicant, explained that building those spaces was a condition of the original MPD. He assumed it could be conditioned again to retain the spaces for the Library overflow. Director Eddington stated that it would be part of the MPD amendment. Commissioner Gross reiterated that his concern was to make sure it remained as parking as opposed to being developed.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to ratify the Findings for the pre-MPD application at 1255 Park Avenue, the Park City Library that it initially complies with the General Plan for a Master Planned Development, consistent with the Findings of Fact and Conclusions of Law as modified to remove Finding of Fact #13. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 1255 Park Avenue

1. The property is located at 1255 Park Avenue in the Recreation Commercial (RC) District.
2. The Planning Department received a plat amendment application on June 14, 2013, in order to combine the north half of Lot 5, all of Lots 6 through 12, the south half of Lot 13 and all of Lots 23 through 44 of Block 6 of the Snyders Addition as well as Lots 1 through 44 of Block 7 and the vacated Woodside Avenue. Upon recordation of the plat, this property will be known as the Carl Winters School Subdivision, and is 3.56 acres in size.
3. There is a Master Planned Development from 1992 for the property; however, the changes purposed to the concept and density justify review of the entire master plan and development agreement by the Planning Commission. The library will be expanded by approximately 2,400 square feet in order to meet the demands of a twenty-first century library. These demands include a café as well as other meeting and conference rooms. A new terrace will also be created on the north elevation of the structure, adjacent to the park. In addition to these community gathering spaces, the library will temporarily house the Park City Senior Center.
4. The applicant submitted a pre-MPD application on July 19, 2013; the application was deemed complete on August 16, 2013.
5. The Park City Library contains approximately 48,721 square feet and was originally approved through two (2) MPDs in 1990 and 1992, as well as a Conditional Use Permit in 1992 to permit a Public and Quasi-Public Institution, the library. An

amendment to the Conditional Use Permit will be processed concurrently with the Master Planned Development.

6. Access is from Park Avenue, with a secondary entrance along 12th Street.

7. A finding of compliance with the General Plan is required prior to submittal of applications for the Master Planned Development and Conditional Use Permit. Compliance with applicable criteria outlined in the Land Management Code, including the RC District and the Master Planned Development requirement (LMC-Chapter 6) is necessary prior to approval of the Master Planned Development.

8. Planning Commission action for General Plan compliance does not constitute approval of a Conditional Use Permit or Master Planned Development. Final site plan and building design are part of the Conditional Use Permit and Master Planned Development review. General Plan compliance allows an applicant to submit a formal MPD application for Planning Commission review.

9. Staff finds that the proposal complies with Goal 1 of the General Plan in that it preserves the mountain resort and historic character of Park City. The proposal to expand the Library will be modest in scale and ensure the continued use of the historic Landmark Carl Winters School. The new structure will complement the existing historic building, complying with the Design Guidelines for Historic Sites.

10. Staff finds that the proposal complies with Goal 3 of the General Plan in that it maintains the high quality of public services and facilities. The City will continue to provide excellence in public services and community facilities by providing additional space for the transformation of the Park City Library into a twenty-first century library and community center.

11. Staff finds that the proposal complies with Goal 5 of the General Plan in that it maintains the unique identity and character of an historic community. The rehabilitation of the structure and the new addition will maintain the health and use of the site as a community center and library. Moreover, the new addition must comply with the Design Guidelines and be simple in design, modest in scale and height, and have simple features reflective of our Mining Era architecture and complementary to the formality of the existing historic structure.

12. Staff finds that the proposal complies with Goal 10 of the General Plan in that it supports the existing integrated transportation system to meet the needs of our visitors and residents. The improved entry sequence will encourage greater use of Planning Commission - September 25, 2013 Page 88 of 302public transit, walkability, and biking to the library. The project is on the bus line and within walking distance of Main Street.

13. The discussion in the Analysis section is incorporated herein.

Conclusions of Law – 1255 Park Avenue

1. The pre-application submittal complies with the Land Management Code, Section 15-6-4(B) Pre-Application Public Meeting and Determination of Compliance.
2. The proposed Master Planned Development concept initially complies with the Park City General Plan.

2. Second Amended Stag Lodge Phase IV, 8200 Royal Street Unit 52 – Amendment to Record of Survey (Application PL-13-02025)

Planner Christy Alexander reviewed the application amended plat the existing Stag Lodge record of survey plat for Unit 52, which is a detached single-family unit. The request is to identify additional basement and sub-basement area beneath the home. The area is currently listed as common area because it is not listed as private or limited common on the plat. The owner would like to make the area private and create a basement, which would increase the square footage of the unit by 1,718 sf. Planner Alexander noted that the plat was previously amended for Units 44, 45, 45, 50, 51 and 52 in 2002 and recorded in 2003. At that time 3,180 square feet was added to each of those units in the vacant area.

Planner Alexander noted that the plat amendment would not increase the footprint of the unit and additional parking would not be required. The height and setbacks would remain the same.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council for the amendment to the record of survey.

Bruce Baird, representing the applicant and the HOA, noted that this same request was approved last year for two other units. It is a strange function of having space below the unit that is somehow considered common area in the deep dirt. The area does not count as an extra unit and it does not require additional parking. Mr. Baird thanked the Staff for processing this application quickly, which could allow his client the opportunity to get some work done before Deer Valley shuts down construction for the year. Mr. Baird reiterated that this was a routine application and he was prepared to answer questions.

Commissioner Gross asked if the amended would affect the height from the ground floor to the top. Director Eddington replied that height is based on the structure and not the use. Therefore, it would not affect the height. Commissioner Gross asked if the additional square footage would have the ability to be leased out separately. Mr. Baird replied that it was not intended to be a lock-out. Given the layout of the building it would be nearly impossible to set it up as a lockout.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to forward a POSITIVE recommendation to the City Council on the Second Amended Stag Lodge Phase IV plat for Unit 52 based on the Findings of Fact, Conclusions of Law and Conditions of approval as found in the draft ordinance. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – Stag Lodge, Phase IV

1. The property is located at 8200 Royal Street East, Unit 52.
2. *The property is located within the Estate (E) zone and is subject to the Eleventh Amended Deer Valley MPD (DVMPD).*
3. Within the DVMPD, a project can utilize either the City's Unit Equivalent (UE) formula of 2,000 square feet per UE or develop the allowed number of units without a stipulated unit size.
4. The Deer Valley MPD allowed 50 units to be built at the Stag Lodge parcel in addition to the 2 units that existed prior to the Deer Valley MPD. A total of 52 units are allowed per the Eleventh Amended Deer Valley MPD and 52 units exist within the Stag Lodge parcel. The Stag Lodge parcels are all included in the 11th Amended Deer Valley Master plan and are not developed using the LMC unit equivalent formula.
5. Stag Lodge Phase IV plat was approved by City Council on March 5, 1992 and recorded at Summit County on July 30, 1992. Stag Lodge Phase IV plat, consisting of Units 44, 45, 46, 50, 51, & 52, was first amended on June 6, 2002 and recorded at the County on January 22, 2003. The first amendment added private area to Units 45, 46, 50, 51, & 52 and increased them to 3,180 sf.
6. On August 16, 2013, a complete application was submitted to the Planning Department for an amendment to the Stag Lodge Phase IV record of survey plat for Unit 52.
7. The plat amendment identifies additional basement area for Unit 52 as private area for this unit. The area is currently considered common area because it is not designated as either private or limited common on the plats.
8. The additional basement area is located within the existing building footprint and crawl space area and there is no increase in the footprint for this building.
9. Unit 52 contains 3,180 sf of private area. If approved, the private area of Unit 52 increases by 1,718 sf. Approval of the basement area as private area would increase Unit 52 to 4,898 sf.

10. As a detached unit, the parking requirement is 2 spaces per unit. The unit has an attached two car garage. The plat amendment does not increase the parking requirements for this unit.

11. Unit 52 was constructed in 1985. Building permits were issued by the Building Department for the work. At the time of initial construction, the subject basement areas were partially excavated, unfinished crawl space, with unpaved floors.

12. The HOA voted unanimously for approval to convert common to private space

13. The findings in the analysis section are incorporated herein.

Conclusions of Law – Stag Lodge, Phase IV

1. There is good cause for this amendment to the record of survey.
2. The amended record of survey plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. The amended record of survey plat is consistent with the 11th Amended and Restated Deer Valley Master Planned Development.
4. Neither the public nor any person will be materially injured by the proposed record of survey amendment.
5. Approval of the record of survey amendment, subject to the conditions of approval, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – Stag Lodge, Phase IV

1. The City Attorney and City Engineer will review and approve the final form and content of the amended record of survey plat for compliance with State law, the Land Management Code, the recorded plats, and the conditions of approval, prior to recordation of the amended plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat amendment will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All conditions of approval of the Stag Lodge Condominium record of survey plats as amended shall continue to apply.
4. The plat shall be recorded at Summit County as a condition precedent to issuance of

certificates of occupancy for the interior basement finish work.

3. Ontario Park Subdivision, 463 & 475 Ontario Avenue – Plat Amendment (Application PL-13-02019)

Planner Alexander reviewed the application for a plat amendment at 463 and 475 Ontario Avenue. Jeremy Pack, the owner, was requesting to combine the two lots.

Planner Alexander reported that in 1993, the previous owner, Joe Rush, owned Lot 19 as well as Lots 13 and 14 behind it on Marsac. Mr. Rush had wanted to build single family homes on Lots 13 and 14; however, with the diagonal of Marsac Avenue going across his property, Mr. Rush did not have enough area with the setbacks to build the home he wanted. Since Mr. Rush owned both of the properties he was granted a lot line adjustment, which made Lot 19 a substandard lot. At the time, Mr. Rush agreed to a deed restriction on Lot 19 which states, "The Grantor restricts construction on this lot alone. Construction can only occur with another lot adjacent to the property used for construction."

Planner Alexander noted that Joe Rush eventually sold the property and Jeremy Pack was the current owner. Due to the deed restriction, a single family home could not be built on the lot unless Lot 19 is combined with an adjacent lot. Mr. Pack was requesting to combine the lots together to build one single-family home. Because the lot would be larger, he could build a larger single-family home than what he could on the smaller lot. However, the setbacks would be increased on the larger lot. The applicant would be limited to a single family home because there is not enough square footage to build a duplex.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council for the 463 & 475 Ontario Avenue Plat Amendment based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Chair Worel opened the public hearing.

Bonnie Peretti stated that she knows Old Town quite well and she wanted to know the maximum square footage if the lots were combined.

Director Eddington noted that page 112 of the Staff report identifies the maximum footprint as 1,486 square feet. He pointed out that three stories is allowed in the zone.

Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to forward a POSITIVE recommendation to the City Council for the 463 & 475 Ontario Plat Amendment, based on the Findings of Fact, Conclusions of Law and Conditions of approval as found in the draft ordinance. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 463 & 475 Ontario Avenue

1. The property is located at 463 & 475 Ontario Avenue and consists of two “Old Town” lots, namely Lots 19 and 20, Block 55, of the amended Park City Survey.
2. The property is located within the Historic Residential (HR-1) zoning district.
3. The property has frontage on Ontario Avenue and the combined lot contains 3,650 square feet of lot area. The minimum lot area for a single family lot in the HR-1 zone is 1,875 square feet. The minimum lot area for a duplex in the HR-1 zone is 3,750 sf.
4. Single family homes are an allowed use in the HR-1 zone.
5. On August 6, 2013, the owner submitted an application for a plat amendment to combine the two lots into one lot of record for a new single family house.
6. The application was deemed complete on August 30, 2013.
7. The property has frontage on and access from Ontario Avenue.
8. The lot is subject to the Park City Design Guidelines for Historic Districts and Historic Sites for any new construction on the structure.
9. A Steep Slope Conditional Use Permit is required for any new construction over 1,000 sf of floor area and for any driveway/access improvement if the area of construction/improvement is a 30% or greater slope for a minimum horizontal distance of 15 feet.
10. The proposed plat amendment does not create any new non-complying or nonconforming situations.
11. The maximum building footprint allowed for Lot One is 1,486 square feet per the HR-1 LMC requirements and based on the lot size.
12. The plat amendment secures public snow storage easements across the frontage of the lot.
13. In 1994, a lot line adjustment was done combining 100 square feet of Lot 19 with Lot 20.
14. Therefore, by itself, the remainder of Lot 19 is substandard.

Conclusions of Law – 463 & 475 Ontario

1. There is good cause for this plat amendment.

2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 463 & 475 Ontario

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Approval of an HDDR application is a condition precedent to issuance of a building permit for construction on the lot.
4. Approval of a Steep Slope Conditional Use Permit application is a condition precedent to issuance of a building permit if the proposed development is located on areas of 30% or greater slope and over 1000 square feet per the LMC.
5. Modified 13-D sprinklers will be required for new construction as required by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.
6. A 10 foot wide public snow storage easement is required along the frontage of the lot with Ontario Avenue and shall be shown on the plat.

4. Second Amended 2519 Lucky John Drive Replat – Plat Amendment (Application PL-13-01980)

Planner Whetstone reviewed the application for a plat amendment to re-establish a line that recreates Lots 30 and 31 of the Holiday Ranchette Subdivision. In 1999 an Administrative lot line adjustment removed the lot line between the two lots and created a single lot of record. The new owners would like to re-establish these two lots within the Holiday Ranchette Subdivision. Each lot is approximately 42,560 square feet, which is similar to the lots in the Holiday Ranchette Subdivision.

The Staff believes there is good cause for the application. The proposed subdivision re-establishes the two lot configuration as platted. It would not increase the original overall density of the

subdivision. All of the original drainage and utility easements were preserved in the previous amendments.

Planner Whetstone stated that the proposal meets the requirements of the Land Management Code and all future development would be reviewed for compliance with the Building and Land Management Code requirements. The Staff had recommended Condition of Approval #7 which requires the primary access to come off of Lucky John Drive to protect the new sidewalk that was constructed as a safe route along Holiday Ranch Loop. It would be a note recorded on the plat.

Planner Whetstone had received public input from several neighbors primarily related to various noticing requirements. She stated that the Staff had met the noticing requirements for a plat amendment by posting a sign on the property and sending letters to individual properties within 300 feet 14 days prior to this meeting. It was also legally published in the paper. Planner Whetstone noted that this item was continued at the last meeting because the required noticing had not been done.

Planner Whetstone added Condition of Approval #8 that would be a note on the plat. The Condition would read, "Existing grade for future development on Lot 31 shall be the grade that existed prior to construction of the garage." She understood that previous grading had raised the grade. The grade should be returned to the grade that existed prior to constructing the garage and the regarding that occurred at that time." Planner Whetstone noted that the survey with the original grade was on file in the Planning Department.

Planner Whetstone reported that the Planning Staff had done an analysis of this proposal and recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council on the Lucky John plat amendment in accordance with the findings of fact, conclusions of law and conditions of approval found in the draft ordinance with the addition of Condition #8.

Steve Schueler with Alliance Engineering, representing the applicant, stated that he was unaware of the owner's intention with respect to the lot, but he presumed that they planned to sell it.

Commissioner Gross commented on the primary access being limited to off of Lucky John Drive. He recalled past discussion about TDRs and increasing densities in areas such as Park Meadows, and he wanted to make sure they were not creating an opportunity for this applicant or a future applicant to re-subdivide the lot again. He noted that the HOA has it designated as preserved open space. Commissioner Gross referred to page 128 of the Staff report and stated out of 100 lots, two lots are slightly under an acre and the rest of the lots are over an acre. Fifty lots are two acres or more. He believed that established the type of neighborhood that Holiday Ranchette is, and he felt it was important to maintain that consistency.

Commissioner Gross stated that as a single-family development it should rest on its own merits, have its own driveways, the respective easements that have been established with the homeowners and the covenants that are within the property.

Chair Worel opened the public hearing.

Steve Swanson submitted a handout of diagrams showing the prior condition, the as-built condition, and the split lot option to help support his comments. Mr. Swanson remarked that many of the neighbors do not understand the process and he has done his best to help them understand the role of the Planning Commission and the Staff. Mr. Swanson addressed the idea of re-discovering a line that represents the demarcation between the original lots 30 and 31. He stated that it may be true to some extent, but to cover it up and then to have it magically sold back is worrisome. Mr. Swanson remarked that the lots have not existed since the plat amendment was recorded in 1999. He believed they were talking about a re-subdivision of an existing lot, and regardless of the size it was in their neighborhood. He thought the bar should be set higher than the original because there is now existing hard construction and other improvements on this lot, the 2519 Lucky John replat.

Mr. Swanson remarked that the subject property and how it has development over time is important in terms of its relation to the neighborhood, Lucky John Drive itself, and in the context of the review and approval process operative at the time in the Holiday Ranch HOA CC&Rs. He recognized that the City has no obligation to enforce the CC&Rs.

Mr. Swanson reviewed the diagram of the prior condition site plan, which showed the two lots, 30 and 31, as they existed in 1999 with a HR plat overlay. He indicated a two-story residence that was built within the building pad, a driveway to the north, and an accessory building pad that could accommodate a garage, barn, etc, directly to the west. Mr. Swanson stated that at that point the approved and constructed projects meet the HOA requirements and the requirements of the CC&Rs. There were also no inconsistencies with respect to the LMC regarding single-family dwellings for orderly development, protected neighborhood character, and property values conserved. Mr. Swanson stated that he likes to reference the Municipal Code because it is important to understand that the City has broad authority in subdivisions in terms of review approval and purview. The LMC and the General Plan is all the City has. Mr. Swanson cited specific sections in the LMC to show the consistency between the LMC and the CC&Rs.

Mr. Swanson reviewed the as-built site plan diagram. He stated that the 1999 replat removed the center line and the subdivision is established. The Cummings were the owners at the time and they purchased both lots with a structure on one lot. Mr. Swanson noted that the owner received a variance to build a larger accessory structure than what the building pad would accommodate. The pad did not meet their needs so they purchased the adjacent lot and did the replat to combine the lots. Mr. Swanson explained that his graphic was intended to show the relationship and how it has changed in terms of how open space is viewed and the types of uses on parcels. He stated that the variance process that was affected at the time with the HOA architectural committee and the full knowledge of the HOA Board would have resulted in a larger garage being built to the north and it was placed within the building pad that was allotted to the second lot for a main building. Mr. Swanson remarked that in reality the owner was forever vacating the pad to the west. That change was shown on his diagram. He noted that the strip in between was open space. He remarked that the owner was also granted a variance to realign the entry drive and take a portion of the open space side yard. That was shown as a hatched area on the diagram. Mr. Swanson stated that based on the CC&Rs, a portion would have to remain open with no structures and no hard surfaces.

Mr. Swanson clarified that it was the HOA architectural committee and not the City who granted the variance. He explained that the hatched area was given back to the owner to utilize as a driveway surface for the single-family use with the approved accessory building at the new location. Mr. Swanson stated that it is routine and common for the HOA to work with the owners within the confines of the charter and the CC&Rs. He pointed out that the garage was raised up three to four feet from grade. Mr. Swanson remarked that there were still no conflicts or inconsistencies between the CC&Rs and the Land Management Code.

Mr. Swanson reviewed the slit option diagram. He stated that if the replat is successful and the two lots are re-created, it would create immediate non-conformances with respect to the Holiday Ranch CC&Rs and the LMC. Mr. Swanson outlined the non-conforming aspects. He stated that if the building is allowed to remain it would be under the minimum that is acceptable under the CC&Rs. The side yard open space is in conflict because hard drive surfaces would be needed to access the two parcels. A common driveway would create a conflict and a potential hardship for one or both owners. Mr. Swanson believed that it violated the LMC because the required three-foot landscape setback would no longer exist on either property, contrary to the Side Yard Exception 15-2-11H-8 of the LMC.

Mr. Swanson stated that orderly development was in question since the applicant is apparently not required to do anything to mitigate, and could initiate legal cross easements for the drive access. The owner could market, sell or hold these properties as he is equally entitled to now, but with the new underlying land being recorded as two lots. Mr. Swanson stated that the neighbors have seen firsthand what has happened to this property in a year's time. He presented a photo of what the property looked like a few years ago. It was meticulously maintained. The owner after the Cummings' recognized the value of the property and the neighborhood and was eager to contribute.

Mr. Swanson presented a photo showing the condition of the property in July 2013. He noted that the current owner took a disinterested stance on this property. Based on public record, he understood that the owner had leveraged the property and had no interest in contributing to the neighborhood or interacting with the neighbors and the HOA. Mr. Swanson believed it was only a question of solving the building addition to the existing garage, which creates an architectural problem for the HOA. He thought it was obvious that the house and garage go together. Mr. Swanson stated that there were too many negatives and unknowns to take a chance on this application. Because of the non-enforcement of CC&Rs clause and the City's broad powers, the HOA is left with created hardship and non-conformances on other issues that should have been dealt with first. He asked that the Planning Commission not take the Holiday Ranch neighbors down that path. Just because something can be done does not mean it should be done. He stated that the neighborhood is 80% full-time residents and many families. The property is inherently valuable because it has open view sheds and wildlife habitat corridors, as well as a strong and beautiful street presence.

Mr. Swanson believed the application should be rejected on its face and a recommendation to the City Council to deny this action. Short of this, he would ask the Planning Commission to continue in order to consider additional conditions of approval, one of which would be the signature and approval of the surrounding neighbors and owners.

Chair Worel asked Mr. Swanson if his comments were made on behalf of himself as an individual or on behalf of the HOA. Mr. Swanson replied that he spoke on behalf of himself as a resident.

Eric Lee, Legal Counsel for the Holiday Ranch HOA. Mr. Lee believed the City had the opportunity to keep the two parties out of litigation. He understood that the City had a policy of not enforcing CC&Rs; however, the CCRs in this case prohibited re-subdividing lots. As demonstrated by Mr. Swanson a quid pro quo negotiation was engaged fourteen years ago that resulted in the lot line adjustment. He stated that there may be room for negotiation now, but the Nevada Limited Liability Company that owns this property has not approached the Homeowners Association despite communication from him requesting communication on this issue. They have not approached the HOA for approval to re-subdivide the lot, despite the fact that the CC&Rs require that approval, or on anything other matter. It is an absentee owner. If they are willing to communicate with the HOA there may be the potential to work something out. If not, it would end up in litigation.

Mr. Lee requested that the Planning Commission do what was administratively done in 1999 when the City considered the neighborhood's position and obtained neighborhood consent for the lot line adjustment in 1999. His position was that the owner should not be bothering the City with this issue until they receive permission from the HOA. Mr. Lee believed a negative recommendation to the City Council would allow the owner and the HOA to try and work together.

Mr. Lee stated that forwarding a negative recommendation or deferring consideration of this application would serve another purpose. The declaration for the subdivision also precludes altering any improvements or landscaping without prior written approval from the architectural committee. He pointed out that a re-subdivision would require the lot owner to alter improvements in landscaping. If the Planning Commission forwards a positive recommendation and the City ultimately allows this re-subdivision, the City would be creating a hardship argument for this owner to take to the HOA, and it changes the balance in an unfair way.

After reading the Staff report, Mr. Lee had concerns with Findings of Fact #6 which states that, "There is an existing home on Lot 30 that was built within the required setback areas and is considered a non-conforming structure." He was unclear on the meaning and asked for clarification. However, if it means that subdividing the lot would create a setback problem, the Planning Commission needs to consider that issue.

Planner Whetstone noted that word "non-conforming" was an error in the Finding because the structure is conforming and the house on Lot 30 meets the setbacks. Mr. Lee clarified that if the subdivision occurred the home on Lot 30 would be at least 12 feet from the side yard. Planner Whetstone replied that this was correct.

Mr. Lee understood that if the subdivision was allowed, an accessory structure would exist on Lot 31. As pointed out in the Staff report, accessory structures are allowed in this District as long as the setback requirements. However, in his reading of the Code, an accessory structure is not allowed without a primary structure. Mr. Lee stated that creating the subdivision would create a lot with an accessory structure without a primary structure. The City would create that situation if the subdivision was approved.

Mary Olszewski, a resident of Holiday Ranch, thanked the Planning Commission for the job they do for the City. She stated the CC&Rs is their bible that has been enforced for 37 years. It is something they do not ignore. She stated that in standing by the CC&Rs they improve their neighborhood and contribute to the City. Ms. Olszewski remarked that historically they have a relationship with the City in that plans and designs are reviewed by the architectural committee and suggestions are made, and the plans ultimately come to the City for approval. She stated that in 1999 the Cummings came to the HOA and submitted a formal application and received letters for a variance from all the neighbors. In this instance they have been circumvented as a Board in the Holiday Ranch. A formal application was not made and no letters for a variance have been submitted from the applicant. Ms. Olszewski stated that the 1999 decision was predicated on this being one lot and a desire to help the homeowner. It seems whimsical that a homeowner can combine lots and then divide lots and leave the neighbors with a set of problems after they did their best to make everything work in the neighborhood. Mr. Olszewski stated that if the applicant is allowed to circumvent the Board, the HOA and the letters of acceptance, it weakens the CC&Rs and makes the Board moot in the neighborhood. She asked the Planning Commission to consider that in making their decision. The stronger the CC&Rs, the more valuable the property is and the greater contribution it makes to the City.

Mary Wintzer, a resident at 320 McHenry, disclosed that she is married to Planning Commissioner Charlie Wintzer. Ms. Wintzer realized that the Planning Commission was in a predicament with the policy of not being able to enforce the CC&Rs. As an Old Town resident she has spoken for years about the neighborhoods in Old Town that are being injured and how they are unable to get help from the City Council and enforcement from the Planning Commission. Ms. Wintzer noted that later this evening the Planning Commission would be discussing the General Plan and Sense of Community. She stated that what has been occurring in Old Town is now hitting Holiday Ranch. This community of full time-residents was asking the City to help uphold their sense of community. Ms. Wintzer remarked that if helping these citizens was not within their purview this evening, the Planning Commission needed to find a way to bring this into the discussion. She compared it to the domino effect. What has been happening in Old Town was now rippling to Holiday Ranch to Prospector and Thaynes, as a result of not paying attention to Sense of Community and what Park City means. Ms. Wintzer suggested that the Planning Commission and the City Council figure out a way of maintaining the sense of community the citizens were asking for.

Tracy Sheinberg, a neighbor, stated that when the current owner went to purchase the property, the real estate agent specifically told him that he could not split the lot. She was bothered by the fact that the owner had that information before he purchased the lot. She was also concerned because the owner has never lived in Park City and she assumed they did not plan to live there. They have never been a part of the community, yet they want to do something that is not allowed and would affect the neighborhood. As a neighbor, Ms. Sheinberg was concerned because the owner has let the property go into disarray. The driveway and the fence were falling apart and no one is taking care of the property. The owner now wants to split the lot and sell it as two lots. No one knows who the owner is because they never talked to the neighbors or met with the HOA. Ms. Sheinberg understood that there was no legal standing, but she thought the Planning Commission should take those factors into consideration because as a neighborhood they do care what happens to the houses and properties in their neighborhood.

Bonnie Peretti stated that she lives in the neighborhood in a home across the street and she was involved when the lots were combined under the assumption that they would not be separate. She was concerned with the term accessory apartment. Ms. Peretti noted that the owners have to refer to all accessory structures as a barn, even though some of the barns look like garages. Accessory structures were meant to accommodate horses at one point, and even now it still has to have the feeling of a barn. Accessory structures are not allowed to be rented or lived in. Ms. Peretti remarked that if the lots are split one lot would have a structure that is not a home. She wanted to know how the City could guarantee that the structure would stay under the terms of the CC&Rs. If they allow the lots to be divided they need to protect the neighbors. Ms. Peretti felt it was best to keep the property as one lot in the way everyone understood it would be.

Peter Marsh echoed the comments of the previous speakers who have been his neighbors for 25 years. Mr. Marsh stated that he was involved in the 1999 discussions and he was available to answer any questions the Commissioners might have regarding the combinations of the lots, or any questions for the HOA as the HOA spokesperson.

Chair Worel closed the public hearing.

Mr. Schueler pointed out that the definitions of the CC&Rs of the HOA states that there should be no subdivision of lots. However, the lots referred to are the lots that were in the original platted subdivision. He clarified that the applicant was only asking to re-create the lots that existed when the subdivision was recorded as a plat in 1974. Mr. Schueler remarked that the applicant was not seeking an active proposal for development of the property at this time. He was certain that when there is a proposal, the applicant would come before the HOA and comply with the CC&Rs.

Planner Whetstone referred to comments regarding the 3' side setback of landscaping between the driveways. She noted that it could be considered a shared driveway, which is allowed; but without knowing that for certain she recommended adding Condition of Approval #9 stating that, "The driveway and landscaping must be modified to meet the 3' side yard setback prior to recordation of the plat."

Assistant City Attorney McLean emphasized that the City does not enforce CC&Rs. The Planning Commission purview is to apply the Land Management Code to the application before them. Even if the LMC is in direct conflict with the CC&Rs, the Planning Commission is tasked with applying the Land Management Code and not additional private covenants. Litigation can be a way to enforce the CC&Rs but that would be between the HOA and the applicant. The City must abide by the Land Management Code.

Commissioner Thomas understood that the Homeowners Association was registered with the City and signatures from the HOA are required when building plans are submitted. Assistant City Attorney McLean explained that the City is required to notify the HOA when building plans are submitted.

Assistant City Attorney McLean clarified that in 1999 and currently, an administrative lot line adjustment requires the consent of the neighbors, but the only purpose is to alleviate the need for

having a public hearing before the Planning Commission. If the neighbors had not consented in 1999 the request for a lot line adjustment would have come to the Planning Commission.

Commissioner Wintzer stated that it is one thing to enforce the Code and another thing to ensure neighborhoods, and he was unsure how they could do both in this situation. Subdividing this property would create a non-conforming use, not of the LMC but of the CC&Rs. The structure that would be left is not an accessory building and is not large enough to meet requirements of the CC&Rs for a house. Commissioner Wintzer did not believe the Planning Commission had the legal means to stop the lot subdivision.

Commissioner Thomas concurred with Commissioner Wintzer. Often times they run into the decision-making process of having to abide by the Code even when they do not like the solution. Unfortunately, the CC&Rs and the HOA guidelines and rules are not the responsibility of the Planning Commission. Their responsibility is the LMC and the General Plan and from time to time they have to make decisions that impact people and neighborhoods. The Commissioners do not like that solution but it is the law and they are held accountable to the law.

Commissioner Gross was concerned that allowing the subdivision would be setting up the neighbors and the homeowners for future litigation and other issues because of the accessory structure and the driveway. He referred to LMC Section 15-7-3(b)-2 – Private Provisions, which talks about the provisions of the easement, covenants or private agreements or restrictions impose obligations more restrictive or a higher standard than the requirements of these regulations or the conditions of the Planning Commission, City Council or municipality approving a subdivision or enforcing these regulations and such provisions are not inconsistent with these regulations or determinations there under, then such private provisions shall be operative and supplemental to these regulations and conditions imposed. Based on that language, Commissioner Gross believed that if the Homeowners Association had a stronger will to have the neighborhood a certain way than the City or the City Council, then the operative word is private rights and that should be respected per Section 15-7-(b)-2.

Assistant City Attorney McLean stated that if the LMC was more restrictive than the CC&Rs, the more restrictive would apply. However, if it is a private agreement and it is not reflected on the plat, the City would not enforce it. It is up to the HOA to enforce their provisions if they are more restrictive than the LMC.

Commissioner Wintzer asked for clarification on the side yard setback in the zone and what was permitted in the setback. Planner Whetstone replied that per the LMC the side yard setback is 12' and it allows patios, decks, chimneys, window wells, roof overhangs and driveways. Commissioner Wintzer asked if the driveways could go to the property line. Director Eddington stated that driveways could be 3' from the property line or 1' from the property line if it is deemed as assistance to help a car back in or out. Commissioner Wintzer was concerned that allowing the subdivision would create something that would not meet Code.

MOTION: Commissioner Wintzer moved to CONTINUE this item to a date uncertain until the applicant submits a site plan showing how the setbacks and driveways would comply with Code, and they would also have to submit their plans to the Homeowners Association. Commissioner Thomas seconded the motion.

VOTE: The motion passed unanimously.

**5. 70 Chambers Avenue – Steep Slope Conditional Use Permit
(Application PL-13-01939)**

Planner Whetstone reviewed the request for a steep slope conditional use permit located at 70 Chambers Avenue. The property is Lot 1 of the Qualls two-lot subdivision that was approved in 2004. Each lot was 4,125 square feet in area. There is an existing historic home on one of the lots and the lot at 70 Chambers Avenue has remained vacant since that time. Planner Whetstone stated that because the proposed structure is greater than 1,000 square feet and construction is proposed on an area of the lot that has a 30% or greater slope, the applicant was required to submit an application for a steep slope conditional permit.

The Staff had conducted an analysis of the proposal and the result of their analysis was contained on page 155 of the Staff report. Planner Whetstone noted that additional criteria specific to a steep slope conditional use permit was outlined on page 156 and 157 of the Staff report. Based on their analysis, the Staff determined that there were no unmitigated impacts with the proposal. Planner Whetstone remarked that the proposal has evolved over the past six month and the Staff was still working with the applicant regarding the design.

Planner Whetstone presented slides from various views to orient the Planning Commission to the property. The Staff had prepared conditions of approval to address mitigation issues.

The Staff recommended that the Planning Commission conduct a public hearing and consider approving the Steep Slope CUP for 70 Chambers Avenue based on the findings of fact, conclusions of law and conditions of approval found in the Staff report.

Darren Rothstein, the applicant, stated that he chose an architect who has designed projects in Park City in an effort to keep the process flowing. Mr. Rothstein noted that the square footage, setbacks and other design elements were below the maximum allowed. He pointed out that he could have built a duplex or a larger home than what was proposed, but he stayed within the footprint. The First floor footprint is 1600 square feet. As it moves up the hill the structure steps down to 1400 square feet on the second floor and 1100 square feet on the top floor. There is less excavation and very little retaining is required. Most of the retaining walls are four feet or smaller. Mr. Rothstein stated that the driveway is a 5% slope and matches grade, which reduces the overall scale of the building. The garage is set back 20' from the lot line and a single car garage is proposed.

Mr. Rothstein stated that a portion of the roof hits the maximum, but the majority of the roof is under height. The mid-span is 20' which is seven feet below the maximum.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Gross understood that the Planning Commission was not approving architectural elements this evening, but he commented on the 10' step with the deck above and the chimney. Commissioner Wintzer noted that page 176 of the Staff report showed the 10' setback and the relation to the deck and chimney. Planning Manager asked if the chimney encroached into the 10' setback. Commissioner Gross thought it appeared to encroach three feet into the setback.

Planner Whetstone stated that the façade of the building is at the 10' setback and the chimney steps forward. Mr. Rothstein did not believe the chimney encroached on the setback. Commissioner Gross thought the center line of the chimney was to the edge of the building. Commissioner Wintzer pointed out that the building steps back as required by the LMC.

The Commissioners and the Staff reviewed various drawings to determine whether or not the chimney encroached into the setback.

Commissioner Wintzer asked if the Code allowed the chimney to encroach into the 10' setback. Director Eddington stated that there was not an exception in the Code, but nothing in the Code disallowed the exception. Commissioner Wintzer thought it stepped back 10', came out 2' and then went back to 10' and he was comfortable with it. Commissioner Gross thought the stepping broke up the mass.

Assistant City Attorney McLean read from the Code, Chapter 2.2-5(a), in the HR1 Zone, "A structure may have a maximum of three stories." Chapter 2.205(b), "A ten foot minimum horizontal step on the downhill façade is required for the third story of a structure, unless the first story is located completely under finished grade of all sides of the structure. On a structure in which the first story is located completely under finished grade, a side or rear entrance into a garage that is not visible from the front of the façade, or is too far away, is allowed." Commissioner Gross clarified that the chimney is two feet to the front of the wall. Ms. McLean read the definition of a façade, "The exterior of the building located above ground and generally visible from other points of view."

Commissioner Thomas clarified that on the third story the façade of the building shifts two feet into the 10' setback. Based on the LMC, the third story is not ten feet and; therefore, the fireplace elevation did not meet Code. Commissioner Thomas asked if the Code has a height exception for fireplaces. Director Eddington stated that there is a side yard setback exception for those, but not in the front yard.

Commissioner Thomas believed the façade did not continually step back on the story and that was a violation of the Code. In looking at the drawing, Commissioner Wintzer noted that the fireplace inside the house meets Code and the fireplace outside comes out 2' into the setback.

Assistant City Attorney McLean re-read the language from Chapter 2.2-5(a) and (b). She stated that in this case, because the garage is on the front façade the last portion of the language would not apply. Therefore, the horizontal step is required for the third story of the structure. Ms. McLean suggested that the Planning Commission also look at the side area on the north side of the structure that has a 6' setback, which may also not comply with Code. Director Eddington noted that there

are also exceptions in the HR-1 for side yards that allow for bay windows and chimneys two feet into the side yard. He pointed out that the language for the front yard is not that clear.

Commissioner Thomas thought the Code was clear about the minimum 10' setback. The only portion that does not step back is the outdoor fireplace. The stairway is below the third story and that portion is at a different elevation.

Commissioner Wintzer thought there could be a workable solution. He suggested that the Planning Commission could add a condition of approval requiring the fireplace to be within the 10' setback, and allow the applicant to work with his architect to meet the condition. Mr. Rothstein preferred to have the opportunity to work it out with his architect rather than delay a decision and have to come back to the Planning Commission.

Commissioner Wintzer added Condition of Approval #15, "The fireplace will meet the 10' setback."

MOTION: Commissioner Wintzer moved to APPROVE the Steep Slope CUP for 70 Chambers Avenue in accordance with the Findings of Fact, Conclusions of Law and Conditions of Approval outlined in the Staff report and as amended. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 70 Chambers Avenue

1. The property is located at 70 Chambers Avenue.
2. The property is within the Historic Residential (HR-1) District and is subject to all requirements of the Land Management Code and the 2009 Design Guidelines for Historic Districts and Sites.
3. The property is described as Lot 1 of the Qualls 2 Lot Subdivision, recorded at Summit County on December 15, 2004. The lot is undeveloped and contains 4,125 square feet of lot area.
4. The site is not listed as a historically significant site as defined in the Park City Historic Sites Inventory.
5. A Historic District Design Review (HDDR) application was reviewed by staff for compliance with the Design Guidelines for Historic Districts and Historic Sites adopted in 2009. On August 16, 2013, the design was found to comply with the Design Guidelines and the second notice was sent to adjacent property owners.
6. The lot is an undeveloped lot containing grasses and shrubs, including chokecherry, sage, and clusters of oak the property. There are no encroachments onto the Lot and there are no structures or wall on the Lot that encroach onto neighboring Lots. There is evidence of a small wooden coop structure from old wooden boards. There

are no foundations.

7. There is an existing significant historic structure on the adjacent Lot 2. Lot 2 is also 4,125 square feet in size.

8. Minimum lot size for a single family lot in the HR-1 zone is 1,875 square feet. Minimum lot size for a duplex in the HR-1 zone is 3,750 square feet.

9. The proposed design is for a three story, single family dwelling consisting of 2,989 square feet of living area (excludes 336 sf single car garage). A second code required parking space is proposed on the driveway in front of the garage on the property. The driveway is proposed to be a maximum of 12' in width and a minimum length of 20' to accommodate one code required space. The garage door complies with the maximum width of nine (9') feet.

10. The maximum allowed footprint for a 4,125 sf lot is 1,636 square feet and the proposed design includes a footprint of 1,608 square feet. By comparison, an overall building footprint of 844 square feet is allowed for a standard 1,875 square foot lot.

11. The proposed home includes three (3) stories. The third story steps back from the lower stories by a minimum of ten feet (10'). The first floor is not excavated fully beneath the upper floor.

12. The applicant submitted a visual analysis/ perspective, cross canyon view from the east, and a streetscape showing a contextual analysis of visual impacts on adjacent streetscape. There are no houses or platted lots located to the south of this lot.

13. There will be no free-standing retaining walls that exceed six feet in height with the majority of retaining walls proposed at 4' (four) feet or less. The building pad location, access, and infrastructure are located in such a manner as to minimize cut and fill that would alter the perceived natural topography.

14. The site design, stepping of the building mass, increased horizontal articulation, and decrease in the allowed difference between the existing and final grade for much of the structure mitigates impacts of construction on the 30% slope areas.

15. The design includes setback variations, increased setbacks, decreased maximum building footprint, and lower building heights for portions of the structure.

16. The stepped foundation decreases the total volume of the structure because the entire footprint is not excavated on each floor. The foundation steps, not to increase the volume but to decrease the amount of excavation and to minimize the exterior wall heights as measured from final grade. The proposed massing and architectural design components are compatible with the massing of other single family dwellings in the area. No wall effect is created with adjacent structures due to the stepping,

articulation, and placement of the house.

17. The proposed structure meets the twenty-seven feet (27') maximum building height requirement measured from existing grade. Portions of the house are less than twenty-seven feet (27') in height.

18. This property owner will need to extend power to the site subject to a final utility plan to be approved by the City Engineer and applicable utility providers prior to issuance of a building permit for the house.

19. The findings in the Analysis section of this report are incorporated herein.

20. The applicant stipulates to the conditions of approval.

Conclusions of Law – 70 Chambers Avenue

1. The CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.2-6(B).

2. The CUP, as conditioned, is consistent with the Park City General Plan.

3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.

4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval – 70 Chambers Avenue

1. All Standard Project Conditions shall apply.

2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits. The CMP shall include language regarding the method of protecting the historic house to the north from damage.

3. A final utility plan, including a drainage plan, for utility installation, public improvements, and storm drainage, shall be submitted with the building permit submittal and shall be reviewed and approved by the City Engineer and utility providers, including Snyderville Basin Water Reclamation District, prior to issuance of a building permit. No building permits shall be issued until all utilities are proven that they can be extended to the site.

4. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

5. Because of the proximity to the intersection of Marsac and Chambers the driveway must be located in a manner to not encroach on the intersection site triangles.
6. A final Landscape Plan shall be submitted to the City for review prior to building permit issuance. Such plan will include water efficient landscaping and drip irrigation. Lawn area shall be limited in area.
7. No building permits shall be issued for this project unless and until the design is reviewed and approved by the Planning Department staff for compliance with this Conditional Use Permit and the 2009 Design Guidelines for Historic Districts and Historic Sites.
8. If required by the Chief Building official based on a review of the soils and geotechnical report submitted with the building permit, the applicant shall submit a detailed shoring plan prior to the issue of a building permit. If required by the Chief Building official, the shoring plan shall include calculations that have been prepared, stamped, and signed by a licensed structural engineer. The shoring plan shall take into consideration protection of the historic structure to the north.
9. Soil shall be tested and if required, a soil remediation shall be complete prior to issuance of a building permit for the house.
10. This approval will expire on September 25, 2014, if a building permit has not been issued by the building department before the expiration date, unless an extension of this approval has been requested in writing prior to the expiration date and is granted by the Planning Director.
11. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission and the Final HDDR Design.
12. All retaining walls within any of the setback areas shall not exceed more than six feet in height measured from final grade, except that retaining walls in the front yard shall not exceed four (4') feet in height, unless an exception is granted by the City Engineer per the LMC, Chapter 4.
13. Modified 13-D residential fire sprinklers are required for all new construction on this lot.
14. All exterior lighting, on porches, decks, garage doors, entryways, etc. shall be shielded to prevent glare onto adjacent property and public rights-of-way and shall be subdued in nature. Light trespass into the night sky is prohibited.
15. The fireplace will meet the 10-foot setback.

6. Land Management Code – Amendments to Chapter 2.4 (HRM)

(Application PL-12-02070)

Planner Francisco Astorga reported that this was a legislative item regarding LMC amendments to the HRM District, specifically for the open space requirement for multi-unit dwellings, as well as the current exception for historic sites through a conditional use permit, and the Sullivan Access Road criteria. The Planning Commission held a public hearing and discussed these amendments on September 11th, at which time the Planning Commission directed the Staff to prepare a two-dimensional diagram showing the specifics of the HRM District. The Commissioners were provided with 11" x 17" copies of the diagram.

Planner Astorga handed out an email he received from Clark Baron for the record. Mr. Baron was out of the Country and could not attend this evening.

Planner Astorga stated that the HRM District consists of 73 sites. He noted that Condos were identified as one site. Planner Astorga reported that of the 73 sites 27 are historic, four sites are vacant, and 19 of the sites have current access to Sullivan Road. Two historic sites have possible access to Sullivan Road. Planner Astorga noted that the minimum lot area for a multi-unit building is 5,625 square feet. There are 35 eligible multi-unit sites, with or without a structure. Seven sites that are eligible for a multi-unit building are historic. Three historic sites eligible for a multi-unit building have possible access to Sullivan road. Only one vacant site that would be eligible for a multi-unit building would meet the criteria.

Planner Astorga stated that the first criteria for open space is to be consistent with the MPD requirement of 30%. He explained that the only reason for proposing this concept in the HRM District was due to the proximity to City Park and the park at the Library. The Staff had conducted an analysis and every lot is less than a quarter of a mile from either of the two parks. The Staff identified that the neighborhood is served by these two open spaces, which justifies the 30% requirement.

Planner Astorga was prepared to answer questions related to significant open space found within setbacks. He had prepared a few scenarios if the Planning Commission was interested in seeing them.

Planner Astorga reiterated that the first component of the LMC Amendment was to reduce the open space requirement from 60% to 30%. He pointed out that the regulation started with the amendments to the LMC in 2009. Due to the economy and other issues, the recent application for the Greenpark Co-housing located at 1450 and 1460 Park Avenue was the only request for a multi-unit building from 2009 to 2013.

Chair Worel asked Planner Astorga to review the scenarios he had prepared. Planner Astorga noted that the first scenario focused on a lot that met the minimum 5,625 square foot lot size for a multi-unit building. The lot would be exactly 75' x 75'. If only the area within the setback is counted the open space would be 56%. Planner Astorga presented a scenario of 1353 Park Avenue, which is the largest lot within the District at approximately 141' in width and 150' deep, or half an acre. He noted that the larger the lot, the larger percentage of open space. There is no correlation between the setback and the open space requirement since open space is simply a function of a percentage,

while the setbacks will always remain 10' at the front, 10' on the sides and 10' on the rear. Therefore, on the larger lot, the setback area that would count as open space would be 69%. The third scenario was a vacant lot within the District, which is approximately 6700 square feet. The open space requirement on the setback area was 49%. The last scenario was based on the average lot size eligible for the multi-unit building which equates to .24 of an acre or approximately 10,500 square feet. The open space requirement in the setback area would be approximately 43%.

Planner Astorga noted that the second proposed amendment would add language as outlined on page 207 of the Staff report. This amendment relates to the medium density district where multiple buildings are allowed within the same lot. A current provision states that the Planning Commission may reduce setbacks to additions to historic structures identified on the Historic Sites Inventory. The intent is to alleviate some of the pressures of having to meet the standard setbacks, and still achieve some type of separation of the historic structure.

Planner Astorga stated that this LMC Amendment in the HRM would affect the 27 historic sites found within the District. However, of those 27 sites only seven qualify for a multi-unit building because of the minimum lot size. Planner Astorga emphasized that the intent is to achieve greater separation between the new building and the historic structure. The Planning Commission would have to review the criteria for compatibility in terms of mass, scale, form, volume, etc. He did not believe it would be appropriate to dictate a prescriptive number on a specific separation, but instead be part of the dialogue and the discussion between the proposal and the regulation.

The third proposed amendment pertained to the Sullivan Road access, specifically for affordable housing. The intent is to come up with an incentive for creating affordable housing units within the community. The Staff recommended adding a provision indicating that whenever an application comes in that proposes 50% or more deed restricted affordable housing units per the current Code, the access of Sullivan Road may be exempt. Planner Astorga noted that 19 sites have current access to Sullivan Road. Some of those sites are currently owned by the City and would have to follow that same regulation.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council to adopt the ordinance as presented in Exhibit A.

In response to the email from Clark Baron, Commissioner Thomas disclosed that he has no financial interest in any property in this neighborhood.

Chair Worel opened the public hearing.

Jane Crane, a resident in the Struggler condominiums, found it unbelievable that changes were being proposed to change the LMC for the whole lower section of Old Town Park City for the two properties next door to the Struggler. Ms. Crane believed it would change the look of the lower part of Old Town if they allow all the properties identified for multi-unit housing. Increasing the number of people in additional units would increase the busyness of Old Town. It would decrease the parking and snow storage areas. It would not preserve or enhance Old Town Park City as it exists. Ms.

Crane referred to Planner Astorga's comments about the lack of applications due to the economy; however, when the boom comes in the future all of this property would be open to have multi-units that would decrease the flow of the town. The entire community would be adversely affected by the changes proposed to accommodate one project.

Ms. Crane asked if all the properties on Sullivan have backyards. She did not understand the backyard section of the Code if the backyard is a parking structure. The Code requires 5 feet in the backyard, but the backyard access would be the parking structure along Sullivan Avenue.

Planner Astorga stated that the minimum rear yard setback for a multi-unit building is actually 10-feet. However, the Code allows for access off Sullivan Road if specific criteria is met. Ms. Crane pointed out that if the units that were pointed out have access to Sullivan, those units have no back yard.

Dan Moss remarked that they were talking about changes and amendments, but they were really talking about compromises and exceptions to the historic Code that was put into place. Talking about things such as open space and setbacks leads to an increase in density and parking problems. Mr. Moss believed this would be a disservice to those who complied with the Code by now exempting others from the same requirements. He stated that all housing, affordable housing or otherwise, should meet the Code for the protection and greater good of all. They should not sacrifice the historic Code for the benefit of specific developments, and it would establish a dangerous precedent for years to come. He commented on the number of properties that would have the ability to latch on to these same compromises and exceptions to the rule. It would build on itself and have a gradual deteriorating effect on the fabric of Old Town.

Mr. Moss was disappointed that Commissioner Hontz was not in attendance because she had good vision on the suggestion to decrease the open space. He read from previous minutes, "Commissioner Hontz believed the points she outlined shows that the proposed change do not support any of the community ideals, and it would erode what they have worked hard to put into place. She could see this policy change causing problems for the City in terms of how the process was initiated and moved forward." He asked the Planning Commission to consider her thoughts and insights as they consider their decision this evening. Mr. Moss believed they had gone from an attitude of glaring non-compliance to an attitude of what they can do to push this along, all at a time when they have seen no changes brought to bear from any developer.

Brooks Robinson, Senior Transportation Planner for the City and formerly in the Planning Department, had read the Staff reports and the minutes from previous meetings. However, he did not recall reading any discussion about the Sullivan Road access regulations and how they came about. Mr. Robinson clarified that he was not for or against the amendment, and his intent was only to provide background information on Sullivan Road.

Mr. Robinson stated that leading up to the Olympics and in the midst of a hot real estate market the City was concerned with the increase in the development and re-development of properties that bordered both Park Avenue and Sullivan Road, particularly at a secondary or primary and sole access coming off of Sullivan Road. Mr. Robinson remarked that the current regulations in the Code were put in place not to prevent any development, but to direct access from Park Avenue

since all the properties bordered Park Avenue. The big question of why is that Sullivan services the City Park. With kids, park events and other activities, it was important to have slower speeds and less traffic. They did not want additional traffic that was serving other properties that could have access off of Park Avenue. For that reason, the criteria listed in the Code was put into place.

Mr. Robinson stated that an important consideration is that from 13th Street North Sullivan Road is a park road and not a dedicated public right-of-way. As a park road it could be closed for any number of reasons. Therefore, primary or sole access coming off of Sullivan Road was discouraged at that time. He recalled that the access needed to be pre-existing and additional public benefits needed to be met. Mr. Robinson remarked that with the current application that the LMC amendments allude to, those two properties currently have vehicular access on Park Avenue.

Assistant City Attorney McLean asked if Mr. Robinson was speaking on behalf of Public Works or as an individual. Mr. Robinson stated that he was speaking as an individual providing background information.

Craig Elliott, with the Elliott Work Group, complimented the Staff on a great report and the data that was requested was clear and easy to understand. Mr. Elliott added additional information into the data stream. He felt it was important to understand and compare two different places in town. Mr. Elliott noted that a traditional Old Town lot was 25' x 75' and 1875 square feet. A footprint is 844 square feet and a driveway is 180 square feet. The lot average is 1,024 square feet. The open space on a traditional Old Town lot is 45.4% open space, all basically being within the setbacks of the lot, and a little of that might be within the building boundary. Mr. Elliott thought it was important to understand what everyone thinks Old Town is and how it is set up. Mr. Elliott stated that he was not familiar enough with the statics of the entire HRM zone, but in the zone between 7-11 and the Miners Hospital there are five historic houses and multi-family projects with 11 buildings with over 50 units. Of those existing multi-unit structures, all of them are non-compliant structures and do not meet the criteria in the current Code. Mr. Elliott understood there was concerns about the potential of blowing out the existing multi-units projects, but it was highly unlikely because they could never be replaced with the open space that is required. The existing sites are all within the flood zone so the height of the building moves up several feet from the ground, which limits the height of the total structure to two habitable stories. Mr. Elliott believed it was very unlikely that someone would have an incentive to tear down the existing multi-unit, multi-ownership projects and rebuild them. However, if they did, they might build single family units, and the open space would still be 45% in that zone. Mr. Elliott thought it was important to understand the comparisons to the current discussion and how it would affect it.

Chair Worel closed the public hearing.

Commissioner Thomas thought it would be more palatable to reduce open space requirements and setbacks if they could ensure getting more deed restricted units in the zone. He suggested that they also tie 50% deed restricted housing to the 30% reduction in open space amendment.

Assistant City Attorney McLean suggested that the language could be revised to read, "In cases of development of existing sites where more than 50% is deed restricted affordable housing, the minimum open space shall be thirty percent (30%)."

Commissioner Thomas suggested that they also include 50% deed restricted housing to the second amendment regarding the Exception. Planner Astorga pointed out that the Planning Commission already had the ability to grant the exception for an addition to a historic structure. Planning Manager Sintz explained that the concept of the amendment is to achieve greater separation from a historic structure versus actually adding on to a historic structure. Commissioner Thomas stated that he was more comfortable with the first amendment because he was unsure how the second amendment would play out as proposed. Planner Astorga noted that the second proposed amendment would affect seven historic sites.

Director Eddington referred to page 206 and the amendment regarding open space. He asked if the opportunity to include 50% deed restricted affordable housing was the primary concern, or whether the amendment should read, "In cases of redevelopment of existing historic sites inventory properties the minimum open space could be 30%." Commissioner Thomas thought both were important.

Planning Manager Sintz clarified that two of the purpose statements for the HRM is to encourage rehabilitation of existing historic structures and encourage affordable housing. She stated that tying the exceptions back to the purpose statements strengthens the intent of the HRM zone.

In an effort to wrap historic and affordable housing into the first amendment regarding open space, Director Eddington recommended the following language, "In cases of redevelopment of existing historic sites on the historic sites inventory and contain 50% deed restricted affordable housing, the minimum open space requirement shall be 30%".

The Commissioners were comfortable with the revised language.

Commissioner Gross referred to the second amendment regarding exceptions and thought it would read better if they rearranged the word to read, "For additions to historic buildings and new construction on sites listed on the Historic Sites Inventory and in order to achieve new construction consistent with the Historic Design Guidelines, the Planning Commission may grant an exception to the Building Setback and driveway location standards:" The Commissioners were comfortable with the revision.

Planner Whetstone referred to page 209 of the Staff report, the Neighborhood Mandatory Elements Criteria. She noted that the proposed amendment states that the criteria does not apply if the development consists of at least 50% affordable housing. Planner Whetstone clarified that there was a requirement for a design review under the Historic District Design Guidelines in the RM zone.

Now that the entire area is zoned HRM, she thought that saying the criteria does not apply could also be saying that the developer would not have to comply with the design guidelines.

Planner Astorga recommended that they remove Item 3 because it was no longer necessary, since the design review is required under the zoning. Planner Whetstone pointed out that Item 6 should also be removed for the same reason. The Commissioners were comfortable striking Item 3 on page 209 and Item 6 on page 210. The remaining items would be renumbered.

MOTION: Commissioner Thomas moved to forward a POSITIVE recommendation for the LMC Amendments to the HRM District as modified and edited during the discussion this evening. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

Commissioner Wintzer reiterated his previous request for the Staff to type the changes into a Word document as they are being discussed so the Commissioners could read it on their monitors to see exactly what they said before making a motion.

7. General Plan – Sense of Community

Commissioner Wintzer asked if there was a way for the Planning Commission to review the changes that were made during each General Plan meeting prior to the next General Plan meeting so the Planning Commission could keep current on each topic. If the Commissioners could not see the changes until the end of the document, they would have to back and read each set of minutes to piece the changes together. Director Eddington stated that the Staff would have to make the revisions within four days in order to have it in the Staff report for the next Planning Commission meeting. He suggested that the changes be included in the Staff report for the second meeting following the discussion on a specific topic.

Commissioner Gross suggested a one-page summary of the changes and discussion of the meeting.

Commissioner Thomas stated that if the Planning Commission has issues with a policy in one section that affects cascading items in the General Plan, it is important to have the ability to track those issues when they discuss the other sections. Making decisions without understanding the consequences could be difficult as it trickles through the entire document. He thought Commissioner Wintzer's request would help with that aspect.

Director Eddington believed the Staff could commit to a two week turnaround for providing the changes to the General Plan from each meeting. City Attorney Harrington thought the request was a good idea. However, the downside was unilateral document control since only a few people are skilled in the program to do the edits. It would create a prioritization crunch for the Staff and they would have to rely on their input in terms of practical turnaround. Mr. Harrington favored Commissioner Gross' suggestion to capture a quick punch list of items and have the Task Force meet within 72 hours to see where they were or were not in consensus to proceed with specific redlines, as opposed to having the changes sit on someone's desk while others are trying to recollect the sentiment of the discussion.

Commissioner Wintzer recognized that the comments were open to interpretation and whether it was a suggestion by one Commissioner or a consensus of the majority. Mr. Harrington pointed out they have solid recaps at the end of each item to make that determination. He noted that the Staff always intended an incremental review of the changes prior to bringing back the entire document. He thought it could be done through review and confirmation. If something was interpreted wrong it would come back to the Planning Commission for further discussion and clarification. Mr.

Harrington suggested that they look at the first redline at the next meeting and try to prepare an action punch list from this meeting for the subcommittee.

Chair Worel asked at what point they address typos and grammatical errors. Director Eddington noted that most of those changes were identified in the Task Force meetings. He pointed out that the Commissioners did not have a corrected document.

Goal 7 – Creative Diversity of Housing Opportunities

Commissioner Thomas questioned Item 23 on page 240 of the Staff report which talks about adjusting nightly rental restrictions - eliminate or expand. Planning Manager Sintz remarked that it could also remain the same. Commissioner Gross thought the certain districts should be called out to know where nightly rentals are allowed.

Commissioner Thomas thought a diversity of housing types related more to permanent housing or work force housing. He asked how nightly rentals would equate. Planning Manager Sintz noted that Goal 7 states, "A diversity of housing opportunities to accommodate changing use of residents." She asked if there was a strong desire to maintain primary resident ownership and occupancy in the existing neighborhoods, or whether there was a desire to expand nightly rentals into other areas. She pointed out that it came up as a policy question because there was no consensus during the joint meeting with the City Council.

Commissioner Gross was concerned that nightly rentals would impact the livability of the permanent residents. Commissioner Wintzer stated that nightly rentals ruined Old Town. Commissioner Thomas believed that nightly rentals conflicted with the idea diverse housing.

City Attorney Harrington read Goal 7.4 on page 247 of the Staff report, "Focus nightly rental within Resort Neighborhoods." He interpreted that as a contraction of the current Code by saying that nightly rentals should only be allowed in Resort Neighborhoods. They would then need to define the Resort Neighborhoods. Commissioner Wintzer noted that Old Town would be defined as a Resort Neighborhood because it is currently 60% nightly rental. Mr. Harrington stated that the Planning Commission could clarify whether to stay with the status quo or make a different determination. Commissioner Wintzer was opposed to putting nightly rentals in neighborhoods, regardless of the neighborhood.

Director clarified that for Goal 7.4 the Planning Commission wanted a better understanding and definition of Resort Neighborhoods, which would include places such as Deer Valley and PCMR. The Planning Commission did not want to direct nightly rentals into Park Meadow and Old Town type neighborhoods. The Commissioners concurred. Commissioner Wintzer pointed out that this issue was a conflict between the Planning Commission and the City Council because the Council approved several nightly rental requests that were denied by the Planning Commission. He felt strongly that the two groups needed to find some agreement and be consistent.

Director Eddington understood that the Planning Commission was recommended that they contract the areas where nightly rental is allowed. He was told that this was correct. Commissioner Gross stated that the neighborhoods needed to be specified.

Commissioner Wintzer asked for clarification on Item 24 on page 240 of the Staff report. Mr. Harrington explained that often times RDA and re-development authorities are known for doing new projects on blighted vacant lots. The question for the Task Force was whether there should be some guiding language relative to the Lower Park RDA regarding incentivizing turnover and re-development in the residential area in terms of grants to redo aging existing stock without it being a complete new project. He noted that one task force member said no and others favored general flexibility.

Director Eddington referred to Item 7.7 on page 248 of the Staff report and stated that when they went to the Task Force, the idea was that if they were going to use any City or RDA funds for retrofit, it would be for new housing opportunities, which would be geared more towards affordable/medium. Commissioner Wintzer wanted to make sure that "new housing" would not preclude an existing historic structure from becoming affordable housing.

Commissioner Thomas read Item 26 on page 240 of the Staff report, "Can some opportunities in counties be win/win regarding their economic development and not just PC pushing the problem on them". Commissioner Thomas asked if they were talking about transferred density into the community from the County.

City Attorney Harrington thought the question was whether there was a way to identify guidance towards situations where they would otherwise get pushback from either Wasatch or Summit County and make them a win/win for the County. Commissioner Thomas thought the intent of the goal was clear in the win/win aspect. Chair Worel noted that opportunities were identified in Item 8.9 on page 252 of the Staff report. Commissioner Thomas asked if the policy recommended establishing more workforce housing in Wasatch and Summit County. Director Eddington did not believe it was specifically focused on work force housing, but it identifies the opportunity to collaborate with the Counties and establish the right location for both parties.

Commissioner Thomas noted that Charles Buki had said that putting workforce affordable housing within the community rather than outside of the community would reduce congestion, traffic and other issues that came out of Visioning. He questioned whether Goal 8.9 was consistent with the visioning goals. He wanted to make sure they understood the consequence of moving workforce housing out of town. Commissioner Wintzer concurred. He suggested that the Staff strengthen the language to reflect what they really want.

City Attorney Harrington preferred that they affirmatively state the priority. He recommended leaving the first sentence of Item 26, and added, "However, the primary goal shall remain to have inclusive affordable housing within the Community". Commissioner Wintzer believed the goal was to have affordable housing next to the services it needs to eliminate the use of a car. For example, Redstone might be a good fit for affordable housing, but it would not work at Jordanelle. Commissioner Thomas pointed out that the success of affordable housing would also depend on where the residents work. He thought the issue was more complex. Mr. Harrington suggested that they articulate the goal in terms of minimizing trips. He drafted language to state, "Primary within community and in a location that minimizes trip generation." Commissioner Wintzer thought it should be clear that affordable housing would be for the local work force. Park City would not be

creating affordable housing for someone who works in Salt Lake. Commissioner Thomas believed that would be difficult to control, particularly if someone working in Park City loses their job and finds work in Salt Lake.

Director Eddington stated that the Staff would expand on the language. He clarified that the primary goal was inclusive affordable housing in the community for the Park City work force. Whether in the County or the City, affordable housing should be located near commercial centers or mixed use nodes. Director Eddington stated that they would also tie this goal to the related transportation goals.

Goal 8 – Workforce Housing.

Commissioner Thomas referred to Item 8.5 on page 251 of the Staff report, “Adopt a streamlined review processes for project that contain a high percentage of affordable housing. He asked for clarification of streamlined process. Commissioner Wintzer did not understand why they would streamline the process because the same questions need to be answered on all applications. He was concerned about giving applicants the perception that if their project would be approved immediately if they provide additional affordable housing. Mr. Harrington agreed that all projects should be reviewed in the same manner, including City projects. However, the goal as written implies that high density affordable housing outweighs the full planning process. If that is not their value, it should be removed. The Commissioners did not think any project should be streamlined and that the language should be stricken.

Commissioner Wintzer referred to Item 27 on page 240 of the Staff report, “Different standards/fees for affordable housing project? If on-site?” He stated that fees could be reduced for projects that exceed the affordable housing requirement. However, fees should not be reduced for projects that meet the affordable housing requirement in the Code.

Commissioner Gross referred to the language for Goal 8 on page 249 of the Staff report and felt it was unnecessary to include that Park City ranked much worse than 237 other jurisdictions on the availability of quality affordable housing and housing options. Director Eddington stated that the National Citizens Survey was a random sampling of communities.

Commissioner Gross suggested that they leave the first sentence, “The lack of housing opportunities has a negative impact upon our sense of community”, and remove the reference to the National Citizens Survey. The language would then pick up at, “When a community no longer has housing options for its core workforce such as....” He also suggested changing “and beyond” to “and others”.

Director Eddington noted that National Citizens Survey is referenced in other parts of the document. He noted that typically Park City fares well with NCS and it is used as a baseline to identify areas where issues need to be addressed. He stated that affordable housing and water quality were their worst rankings. Director Eddington clarified that the language regarding the NCS would be left in this goal since favorable NCS rankings were included throughout the document. Commissioner Gross was comfortable with the language after hearing the explanation. The Staff would replace “and beyond” with “and others” as suggested.

Goal 9 – Parks and Recreation

Chair Worel remarked that Goals 9 and 10 were very similar and she asked if they could be combined. Commissioner Wintzer thought Goals 9 and 10 were different because one looks at local park and recreation uses and the other addresses tourist attractions. Director Eddington stated that Goal 9 was originally written as amenities for residents and Goal 10 was written as an economic recreational offering for visitors. He noted that “and visitors” was added to the end of the caption of Goal 9 at the request of the Task Force. The Staff had tried to keep the two separate. The Planning Commission could correct it. Commissioner Wintzer saw it as two revenue sources. One was a local source and the other a tourist source. He thought they should be kept separate.

Chair Worel liked the redlined language at the beginning of Goal 9 to add inclusionary text that welcomes all residents and visitors to use the facilities, regardless of population. However, she suggested that they say, “regardless of ethnicity” rather than population.

Goal 10 – Park City shall provide world-class recreation and public infrastructure to host local, regional, national and international events.

Commissioner Wintzer read the language on page 259 of the Staff report, “Park city needs to be a year-round attraction with more events and activities.” He noted that the comment was made by one resident during the 2009 Community Visioning. Since it was the sentiment of only one person he did not think it should be stated as a community goal.

Director Eddington asked if they wanted language to add more events in the shoulder seasons. Commissioner Wintzer was uncomfortable putting that type of a blanket statement in the General Plan. Commissioner Gross recalled from the conversation that the intent was to make sure Park City had the right facilities to accommodate the events and entice people to Park City.

City Attorney Harrington stated that the core issue was that the prior General Plan directed an expansion of the year-round tourist economy and the goal to have increased world-class resort activity. He believed the policy question was whether or not they had approached the threshold of carrying capacity, or if they still wanted an active goal to attract more. The choice was to contract, keep the status quo and adapt, or continue to expand. It was noted that Item 10.6 states, “To collaborate with local hosts to attract additional national and international sporting events year-round.”

Commissioner Thomas thought both the quote by the resident and 10.6 should be left in the document because both were consistent with the broader cross-section of the City Council and the Planning Commission.

Goal 11 – Tourism

Commissioner Wintzer could not see a purpose for Item 11.1 regarding MPDs within the two primary resorts. Director stated that it might be the understanding that there are two resorts with two outdated MPDs. This would allow the opportunity for the resorts to come back to readdress market

issues and look at amendments to the MPD. He thought it was something the City should encourage given the change in economic cycles. Commissioner Wintzer was not opposed to the intent but he felt the language as written implies that “flexibility” means the resorts can do whatever they want.

Commissioner Gross recalled having this discussion when PCMR planned to come in at the end of the summer to possibly open up the MPD. Director Eddington stated that the Planning Commission had the discussion in November 2011 with Charles Buki and again more recently. That was the reason for including 11.1 in the General Plan.

Goal 12 – Foster diversity of jobs

Chair Worel noted that the first paragraph of the language on page 265 of the Staff report was verbatim from page 244.

Commissioner Wintzer stated that when he first read draft General Plan he had made a note that Goal 12 was about how not to keep Park City Park City. Director Eddington pointed out that this goal talks about the diversification of the economy, recognizing that the resorts “butter their bread”. This was something discussed with the task force and with individuals. What is available for the children of Park City after they return from college was the issue that led to Goal 12. That type of diversity and new employment opportunities would not occur at the expense of the resorts, but should it be proactively encouraged. Commissioner Thomas felt it was already beginning to happen.

Commissioner Gross commented on Item 36 on page 240 of the Staff report, to discourage national commercial retail chains. He did not believe that national chains are bad for communities because they offer stability. He felt the bigger issue was the need for a national chain to comply with the regulations of the City. Director Eddington stated that national chains were discussed on two occasions and there was concern that allowing national chains would not be keeping Park City Park City. Commissioner Gross asked if it could legally be blanketed with that statement because national could mean many things.

City Attorney Harrington stated that they could write language in the affirmative of what they want and why to discourage it, and then articulate the activity and the presence they do not want. Most communities have done that through the size of retail space and predatory business operations. Commissioner Wintzer noted that Roots is a national chain in Park City, as well as a few others. Commissioner Gross felt the issue was that national chains have their own building design and logos for recognition and identification. Director Eddington stated that the Planning Commission already has the ability to control design. If a national chain wants to locate in Park City, they should be willing to comply with the guidelines.

Chair Worel read 12D, “Discourage national commercial retail chains on Main Street and the negative impacts of big box and national chains on the unique Park City experience.” Commissioner Wintzer named some of the national chains stores currently on Main Street that fit with the tourist industry. Director Eddington noted that Walgreens and McDonald’s have expressed an interest in coming to Park City and he expected the Planning Commission would see more retail chains.

Commissioner Thomas was not opposed to certain retail chains as long as the scale and the exterior elements were consistent with the historic character of Park City.

Chair Worel thought they needed to be careful to keep the national chains from pushing out the local businesses.

Commissioner Gross thought the photo of the Silver King Coffee building should be removed from page 267 because it did not represent what they expect for Park City.

Commissioner Thomas thought Item 12.3 on page 267 was too specific by naming Bonanza Park. He felt that was inappropriate in a General Plan. Director Eddington explained that the strategy was talking about taking advantage of tax increment financing and reutilizing funds back into the District. Commissioner Gross suggested replacing the word “recycle” with “utilize” increased tax revenues. Director Eddington agreed with the change. He noted that it was appropriate to identify Bonanza Park by name because Lower Park and the resorts are called out in other portions of the document.

Goal 13 – Park City continues to grow as an arts and culture hub

Commissioner Gross had concerns with Item 39 on page 240 of the Staff report, “consider food trucks and carts.” Director Eddington stated that several people have asked why food carts could not be brought in late at night because all the restaurants on Main Street are closed before the bars close. Commissioner Wintzer thought they could be allowed for special events.. City Attorney Harrington stated that restricting food cars and beverage trucks to special events would be the status quo.

Goal 14 – Living within limits

Chair Worel asked for clarification on Item 14.3 on page 273 of the Staff report. Commissioner Gross agreed that it was difficult to understand the wording. Mr. Harrington recalled that 14.3 was a comment by Councilwoman Liza Simpson. Director Eddington revised the language, “Assess the impacts of additional development during the review of annexations. Public services should be....” He noted that the Staff would wordsmith the full language.

Commissioner Gross has concerns with the wording on 14.7. Commissioner Wintzer noted that the language refers to carrying capacities and every traffic study says that it works. He believed the City needed to establish the standards for carrying capacity and what level of streets. Commissioner Gross agreed.

Commissioner Thomas asked where they would address the creative aspects of sense of community as opposed to just the technical aspects. Sense of community merges the technical aspects and the creative aspects of the community. Without the creative aspects they end up with a soulless and boring community. Mr. Harrington stated that it was difficult to do in Utah because the conditional use permit State Statute is technically driven in terms of the mitigation aspects. The burden shifts to the City to demonstrate on the record the technical components. Mr. Harrington thought the best approach was to incentive it as opposed to prohibiting fundamental rights. The

fundamental fairness issue is that someone should be able to pick up the regulation and understand what they can or cannot do. The subjective component is a judgment that cannot be predicted. The skill is how to translate some of those into objective deliverables.

Commissioner Wintzer returned to 13.5 which promotes local music by encouraging the creation of music festivals. He felt they needed to specify that outside music cannot compete with quiet dining in a restaurant.

Commissioner Gross referred to page 278 and suggested that instead of spelling out Seven Eleven, that they use the chain logo 7-Eleven.

Chair Worel asked if the new General Plan would mention the award from Outside Magazine. Director Eddington thought Chair Worel made a good point and the Staff would include it.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

The Park City Planning Commission meeting adjourned at 10:35 p.m.

Approved by Planning Commission: _____

MINUTES – OCTOBER 9, 2013

**PARK CITY PLANNING COMMISSION
WORK SESSION MINUTES
OCTOBER 9, 2013**

PRESENT: Jack Thomas, Brooke Hontz, Stewart Gross, Adam Strachan, Charlie Wintzer, Thomas Eddington, Kayla Sintz, Christy Alexander Polly Samuels-McLean

WORK SESSION ITEMS

Sign Code Amendment – Discussion

Planner Christy Alexander reviewed the proposed change to the Municipal Sign Code to allow for the Planning Director to grant a special exception to the height limitation described in the Sign Code. She read from the Municipal Sign Code, “Signs shall be located above the finished floor of the second level of a building or 20 feet above final grade, whichever is lower.” Planner Alexander stated that in certain cases the topography, landscaping or buildings can visually impair smaller signs, which makes it difficult for people to locate hotels and other buildings. Planner Alexander referred to the St. Regis as an example of where special exception to allow for signs above the second floor could be useful.

Director Eddington stated that the St. Regis was a good example where a higher placed sign would be a benefit for wayfinding purposes. People have trouble seeing their monument sign and a sign placed higher on the building would help with direction. Director Eddington clarified that this was a Municipal Code issue and not a Land Management Code issue. The Staff wanted feedback from the Planning Commission before taking the proposal to the City Council.

Vice-Chair Thomas stated that he designed signs for properties in Honolulu and the signs were very small and low key. It was a community commitment to keep the sign low profile. He stated that the bigger the signs the bigger the eyesore and he was not in favor of changing the Sign Code to raise the signs higher.

Planner Alexander clarified that the signs would not be larger. They would only be allowed to be placed higher on the building. Vice-Chair Thomas thought placement was also a visual impact.

Commissioner Strachan asked why the Staff was proposing this change to the sign code. Planner Alexander explained that it was a request from the St. Regis because people tend to miss the monument sign and drive past it. Commissioner Strachan clarified that it was not a result of problems and requests from many businesses to change the Sign Code. Planner Alexander replied that it was only the St. Regis and the change would be a special exception that the Planning Director could grant at his discretion.

Commissioner Strachan could not see a need to change the Code because one particular business has a perceived difficulty. In today’s world most people locate places on the internet and get directions. He concurred with Vice-Chair Thomas. The town has been pleasantly bereft of signs. They have done a good job and eliminated the problems that the County has had with its sign code. Commissioner Strachan was reluctant to change it.

Commissioner Wintzer echoed his fellow Commissioners. He is always hesitant to make code or ordinance changes based on one request. If this proposal goes to the City Council, he

recommended that they place the sign in a number of locations either through modeling or photos to consider all the ramifications. He cautioned the Staff to move slowly because it would never go back to what it is today if the change is approved. Commissioner Wintzer thought the sign placement should be restricted to building size.

Commissioner Gross assumed the Sign Code addresses size, type, color, etc. He was more concerned about the sign being placed on the building in a proper location so it has a meaning rather than just being a sign. Commissioner Gross recommended a limitation on height.

Commissioner Hontz stated that she came to this meeting in support of the proposed change, but after listening to the other Commissioners, she understood and supported their opinions. Commissioner Hontz was unsure how the St. Regis would qualify under Subsection A as written on page 8 of the Staff report. She believed it was more of an ingress and egress issue. The St. Regis had not done a good job of wayfinding in terms of having a statement entry, but that is not a sign issue. Commissioner Hontz stated that if the City Council were to consider allowing the special exception, she would ask that they consider adding the word "natural vegetation" under Subsection A because that is different than landscaping. In her opinion, it was better to place a sign higher than to cut down a tree to make a lower sign visible.

Vice-Chair Thomas noted that higher placed signs can be seen from a distance, but lower profile signs can be seen from a car or by a pedestrian. Signs from a distance change the character.

Vice-Chair Thomas opened the public hearing.

Tom Bennett, representing the owner of the St. Regis, stated that he did not want their comments to be specific about the St. Regis. However, since it turned in that direction he explained that the discussion came about from a specific set of complaints that had been received by the hotel guests.

People cannot find the hotel, especially at night. Mr. Bennett explained why this is a unique problem. In looking for a solution they thought it might be preferable to find a solution that is discretionary and puts the decision in the hands of the Planning Director. If an incident arises where there is a genuine issue regarding visibility, they would have some flexibility to allow something that works. Mr. Bennett commented on a number of signs in town where the signs are placed higher on the building. He believed there was historical precedent for building names placed high up. He agreed with their concerns, but this a problem where the signage does not work under the existing code and they were trying to find a solution.

Vice-Chair Thomas closed the public hearing.

The Work Session was adjourned.

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
OCTOBER 9, 2013

COMMISSIONERS IN ATTENDANCE:

Vice-Chair Jack Thomas, Brooke Hontz, Stewart Gross, Adam Strachan, Charlie Wintzer

EX OFFICIO:

Planning Director, Thomas Eddington; Planning Manager, Kayla Sintz; Anya Grahn, Planner, Kirsten Whetstone, Planner; Francisco Astorga, Planner; Polly Samuels-McLean, Assistant City Attorney; Mark Harrington, City Attorney

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The Planning Commission met in work session prior to the regular meeting to discuss an amendment to the Sign Code. The discussion can be found in the Work Session Minutes dated October 9, 2013.

REGULAR MEETING

ROLL CALL

Vice-Chair Thomas called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except Commissioners Worel and Savage who were excused.

ADOPTION OF MINUTES

September 25, 2013

Commissioner Hontz corrected the Work Session Minutes to remove her name from the list of attendees because she was absent from that meeting.

MOTION: Commissioner Gross moved to APPROVE the minutes of September 25, 2013 as amended. Commissioner Wintzer seconded the motion.

VOTE: The motion passed. Commissioners Strachan and Hontz abstained from the vote.

Realizing that the Planning Commission lacked a quorum with the two abstentions, the minutes were continued to the next meeting.

MOTION: Commissioner Gross moved to TABLE approval of the minutes to the next meeting. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC COMMUNICATIONS

There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Eddington confirmed that due to the Thanksgiving Holiday and the General Plan schedule, the November Planning Commission meetings would be held on the first and third Wednesdays, November 6 and 20th. He verified that the Commissioners would have a quorum on those dates.

CONTINUATION(S) – Public Hearing and continuation to date specified.

1. 331 McHenry Avenue – Appeal of Staff’s Determination

Vice-Chair Thomas opened the public hearing. There were no comments. Vice-Chair Thomas closed the public hearing.

MOTION: Commissioner Wintzer moved to moved to CONTINUE 331 McHenry Avenue to October 23, 2013. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

Assistant City Attorney McLean pointed out that Commissioner Wintzer would be recusing himself from the 331 McHenry Avenue Appeal and; therefore, should not have made the motion or voted. She recommended a new motion.

MOTION: Commissioner Gross moved to CONTINUE 331 McHenry Avenue to October 23, 2013. Commissioner Hontz seconded the motion.

VOTE: The motion passed. Commissioner Wintzer was recused.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. General Plan – Natural Setting

Commissioner Wintzer commented on a conversation at the last meeting about getting updates from the previous meeting within two weeks, so the Commissioners could recall what changes were made before moving on to the next section. Commissioner Wintzer thought their request was clear and it was reflected in the Minutes. The update was not provided for this meeting and he was uncomfortable moving forward without knowing whether their previous comments and changes were incorporated in the information provided for the current discussion.

Director Eddington stated that the Staff had a recap of the first discussion related to Sense of Community; however, it was not ready for this meeting. The Commissioners could expect to receive the update in an email. The goals would be laid out as recommended by the Planning Commission for review at the next meeting. Commissioner Wintzer wanted to know how they could make the process more orderly to make it easier to track their changes and make sure it is accurate.

Director Eddington agreed that it was difficult with the tight schedule. At the next meeting the Planning Commission would review all the edits up to this point before they move on to the next core value, which is historic character.

Commissioner Wintzer noted that the Strategy section of the General Plan in the Staff report was missing every other page. Commissioner Hontz stated that the page numbers were in sequence but one page did not correlate with the next.

Vice-Chair Thomas recommended that the Planning Commission go through the first part up to page 80 where the pages were accurate, take public input; and continue the discussion from that point since neither the Planning Commission nor the public had the correct information. The Commissioners concurred.

Commissioner Hontz read from page 63 of the Staff report, "Individual comments provided independently without consensus from the task force have not been incorporated." She asked if that was only in reference to the work that was done during the summer. She understood that the purpose of the task force was to get consensus from each group and it would be incorporated. She used a map as one example where the task force had identified that the labeling was not accurate with what it was representing. There was consensus in the task force on what would be appropriate labeling. Commissioner Hontz wanted to know what the sentence on page 63 actually meant. Vice-Chair Thomas stated that if they were meeting in small groups of two or three people like they have been, there may not be consensus of the entire Planning Commission.

Director Eddington explained that the comments made in the small groups were incorporated as redlines. Individual comments or comments where there was no consensus were not included; however, some of those were being addressed in the policy statements on pages 63, 64 and 65. Vice-Chair Thomas clarified that the individual groups were two to three people.

City Attorney Harrington pointed out that the graphics edits had not yet been done. The mapping would come later.

City Attorney Harrington stated that the objective was to focus the discussion on some of the policy issues for a particular goal set, and then move page by page as time permitted.

Director Eddington referred to page 64 of the Staff report and the four policy questions with regard to Natural Setting.

Goal 4 Item 1

Director Eddington noted that Item 1 under Goal 4 talks about Principle 4D, "Minimize further land disturbance and conversation of the remaining undisturbed land areas to development." He explained that the Principle recommends that the very passive open spaces remain as passive open spaces without structures. The challenges are based on the need for parking, restrooms, shade structures and/or other recreation amenities. The Staff believes that not impacting the heart of those open space areas is a good idea. A trailhead, parking and a sign at the trail entrance might be appropriate, but beyond that the recommendation was for no structures in the open space.

Commissioner Hontz supported the recommendation. She assumed it included the removal of the second sentence, "Development means construction of a building, structures or roads", and asked if that would be defined somewhere else in the document. Director Eddington stated that it was shown on page 64 for reference purposes only.

Commissioner Wintzer asked why the sentence was being removed from 4D on page 69 of the Staff report. Director Eddington replied that it was recommended by the Task Force. He could not recall whether it was because it was stated earlier in the Chapter and it was redundant or because the LMC defines development. Commissioner Strachan recalled that it was because the LMC defines it.

Commissioner Hontz reiterated her previous comment about having major concerns with open space for Federal Lands and the open space in critical areas. She thought they supported this goal and she wanted to have future conversations specific to what those represent. Commissioner Hontz supported Goal 4.

Commissioner Gross also supported Goal 4.

Vice-Chair Thomas stated that his only concern was where and how many when they talk about implementing parking areas and trailheads and restrooms. Director Eddington replied that it would depend on where the trailhead starts and whether there is municipal parking nearby. Vice-Chair Thomas was concerned that the parking generated for the trailheads could be substantial and create impacts.

City Attorney Harrington stated that most of this was implemented through one of two ways. One is contractually through the open space acquisition program where there are open space easements or deed restrictions that govern the permitted uses. He remarked that the new COSAC is much more in tune with the prioritization of recreation and conservation values. Moving forward they should have a good balance. As implemented through the LMC, the development that triggers certain reviews as defined by the LMC for these open area. Mr. Harrington stated that there are different types of open space and some of the areas are internal open spaces and others are zoned open space or PUD or MPD open space. What is allowed would still be implemented through the LMC as a conditional use in those use areas and they would have the ability to make sure they were correctly mitigating the impacts.

Vice-Chair Thomas supported Goal 4, but where it says, "shall not be permitted to interrupt, intrude or detract from the open space", he suggested that they also consider the impacts to neighbors. He thought restrooms, parking, and shade structures should be site specific and not impact a neighborhood.

Commissioner Wintzer supported Goal 4. He stated that the biggest financial winners of open space are those who are adjacent to them; but they are also the people who are most affected. Commissioner Wintzer remarked that before the City purchases open space they should designate the trailheads locations and make sure they understand what they are doing and the potential. Commissioner Wintzer recommended that if they intend to go through an open space acquisition it should be planned out before they pass the bond.

Commissioner Strachan agreed with Goal 4; however, he would modify it slightly because they should not encourage parking near trailheads. It goes against the general philosophy to minimize the appearance and use of cars. Commissioner Wintzer agreed. He thought they needed to post no parking signs on the roads. Commissioner Wintzer stated that another problem is that more trailhead users come from Salt Lake City and other areas around the County, and those people arrive in cars. He was unsure how they could address the parking problem. Commissioner Strachan thought they should take a hard approach and eliminate parking at trailheads. If people come from Salt Lake to use the trails, they should be corralled to park in places that can handle it. Parking should not occur in the neighborhoods and they should not be encouraging the extra traffic that the trailheads generate through the neighborhoods.

Commissioner Hontz stated that as an alternate member of COSAC, they cover many of these issues in the committee meetings. If the Commissioners have strong feelings about parking at trailheads, they should expand the existing language because none of those issues are addressed in the current General Plan. Commissioner Hontz remarked that most of the COSAC members are passionate about trailhead parking. She suggested that the Planning Commission make a recommendation to Staff and make sure the language is added. COSAC changes all the time and it was currently advocating a much different direction.

Vice-Chair Thomas did not agree with the notion of the impact to neighborhoods and natural setting created from parking. Commissioner Strachan remarked that the discussion this evening should focus on the language in 4D and whether it should remain or be eliminated. He thought the language should remain. Commissioner Strachan pointed out that like everything else in the General Plan, it is open to interpretation. The language does not specify no parking and the General Plan should not be that specific.

Commissioner Hontz agreed that the General Plan should not be specific, but in her opinion, Goal 4 did not put forth their ideas. Commissioner Strachan was fine with that because the General Plan should not be specific. It should be left to COSAC and the City Trails Staff to work it out. Commissioner Gross stated that as a member of COSAC he had not heard the same sentiment that Commissioner Hontz heard from the committee.

Director Eddington offered to draft language about minimizing trailheads, specifically related to their effect on neighborhoods. Commissioner Wintzer thought it was important to have restrooms.

Vice-Chair Thomas thought Principle 4D was accurate. The issue was the challenges they face in implementing their concerns. Commissioner Strachan thought they should first look at the final language for the General Plan. He could see no reason to change Principle 4D from the way it was written. City Attorney Harrington referred to a previous comment by Commissioner Savage about not kicking the can. The language was drafted and being implemented with the intent to allow ancillary parking facilities at trailheads; and it was meant to prohibit development, as defined by the LMC, which is something different. If the Planning Commission wanted to further restrict development on open space areas, they should include that language so the City Council could either agree or disagree with it. Commissioner Wintzer suggested adding 4(E) that would minimize the impacts of cars at trailheads and discourages people to drive through a neighborhood. Commissioner Strachan suggested that they add "including trailhead parking" at the end of the sentence. Commissioner Gross stated that in COSAC meetings regarding

qualities of the easements, etc., he never heard that the goal was to have parking and bathrooms everywhere. There are certain areas where COSAC would like the ability to have those amenities, and he believed there were areas where it would be appropriate. Commissioner Gross was not opposed to adding language that limited the capabilities. Commissioner Strachan pointed out that the General Plan is not a mandatory document and no one is bound to the language. Commissioner Wintzer remarked that the language suggests minimizing the parking but it does not prohibit parking. He favored adding, "including trailhead parking", as suggested by Commissioner Strachan. Commissioner Gross thought they should also add language to address neighborhood traffic.

Commissioner Strachan revised Principle 4D to read, "Minimize further land disturbance and conversion of remaining undisturbed land areas to development, **including trailhead parking to minimize the effects on neighborhoods.**"

Goal 4, Item 2

Director Eddington noted that Item 2 talks about the difference in open space, primarily natural open space which is more passive, versus more recreation based open space. Passive open space would be conservation and sensitive lands. Recreation open space would be ski runs, golf course, etc. The Staff believed that different goals should be applied to the different kinds of open spaces. The challenges moving forward were to define the different kinds of open space and creating specific definitions. The Staff has been working with Summit Lands Conservancy and others on how to define the passive open spaces versus recreation open spaces.

Commissioner Hontz stated that COSAC was currently going through that exercise and she suggested that they utilize their work. She recommended that they add a chapter or subsection that only talks about open space because it requires so much information both visually and with attached support material. Commissioner Hontz supported Item 2, but her question was how it could be done quickly. Vice-Chair Thomas had the same concerns.

Director Eddington asked if Commissioner Hontz was concerned that protecting open space via conservation easements and deed restrictions was not enough protection on the open space. Commissioner Hontz clarified that she was specifically referring to the map on page 69 of the Staff report where the green area was identified as protected areas. She knows what can and cannot be done on some of those parcels and she would not deem them to be passive. Commissioner Hontz recalled that she previously said that the map should be one that the City has already developed showing which parcels were deed restricted and/or had a conservation easement. Director Eddington clarified that the green areas were the deed restricted and conservation easement properties. He asked if Commissioner Hontz was suggesting that they break it out into deed restrictions and conservation easement. Commissioner Hontz thought it could just be defined.

Commissioner Wintzer commented on the problems he has with most of the maps being on an 8-1/2 x 11 sheet. He suggested that the map identify one or two open space areas to help orient people. Commissioner Hontz stated that the GIS Department had done this ten years ago when she was on COSAC and there was a map that had the different layers of open space. She was certain that someone in the City had the ability to provide an updated map.

Commissioner Hontz thought “critical area” should be defined because it means different things to different people. Director Eddington explained that critical area was defined by the Bowen Collins Natural Resource Inventory with regard to wildlife, and the Staff would include that explanation in a definition. Director Eddington stated that the Staff would define protected areas via conservation easements and deed restrictions in a clear definition.

Commissioner Wintzer suggested that once the General Plan is in electronic form, it would be helpful to have a link to each map.

Goal 5, Item 3

Director Eddington read Goal 5, “Should the City incorporate maximum house sizes for each zoning district.” He stated that currently they have parameters of setbacks, height limitations and footprints in the Historic District that limits house size. Goal 5 talks about whether or not it is a viable endeavor to put a maximum square footage on houses in each district. If someone wanted to exceed the new maximum that is put on for the entire house and build up to the parameters that are currently in place, they would have to observe different home efficiency standards, energy standards, etc. Director Eddington noted that this discussion was raised at a number of neighborhood meetings during the General Plan Outreach. It was also raised in discussions relative to the historic district in terms of energy efficiency.

Vice-Chair Thomas was unsure how they could address this issue because each subdivision has a different set of plat notes and a different way of measuring square footage. Director Eddington stated that it would end up being a type of FAR that would be incorporated into different zoning districts to set the overall gross square footage of a house. They would not be able to look at CC&Rs and it would be based strictly on the zoning district. Commissioner Gross asked if there was a sweet spot number they were trying to achieve. Director Eddington reiterated that it would depend on the zoning district so there was no sweet spot. He agreed that this was a difficult and complex issue to integrate into zoning and implement.

Commissioner Wintzer asked if this would be for mass and scale or energy efficiency. Director Eddington replied that it was both. It incentivizes smaller mass and scale by utilizing better energy practices. Commissioner Wintzer stated that if the issue was mass and scale, they would only be asking someone to build a more efficient larger home. If they set a maximum size of 5,000 square feet and made the house a zero footprint, it would result in a 10,000 square foot home. That scenario would defeat the purpose of addressing mass and scale. A larger more efficient home would still use the same amount of energy.

Director Eddington stated that the goal would not allow for larger homes that what could currently be built. It would go through every zoning district and establish a new FAR that is well within the current zoning parameters. If someone wants to build beyond what is currently allowed, they would have to utilize better energy methodology.

City Attorney Harrington suggested that they could change the goal to a more evaluated action item because the City has a long history of utilization, primarily related to mass and scale, through the subdivision CUP or an MPD. He offered to change the language to, “Analyze past

effectiveness of utilization of maximum house sizes for mass and scale, with the additional goal of utilizing a tool for energy efficiency and sustainability.” That language would leave the implementation to future conditions of approval on a case by case determination.

Director Eddington thought it could be worded as suggested by Mr. Harrington, or it could be worded to say, “Explore opportunities to incentivize new energy efficiencies for housing.” Vice-Chair Thomas remarked that incentivizing implies giving more square footage. Commissioner Strachan agreed and recommended that the wording be more explicit. He remarked that the concern, and what the Visioning exercises showed, was that the residents believe the homes are getting larger and larger and they do not like it. That was the uniform opinion of everyone. Commissioner Strachan thought the General Plan should say that there is concern in the community that the house sizes are growing larger, and that the community, the City Council and the Planning Commission should look at ways to decrease home sizes. Commissioner Wintzer noted that the current General Plan addresses that issue, but it is specific to Old Town.

Vice-Chair Thomas stated that from his professional experience, people will pay to get the size of home they want. Commissioner Strachan agreed; however, the General Plan was not the place to restrict house size. That should be done through the LMC. The General Plan should instruct the Planning Commission to change the LMC to implement smaller house sizes.

Director Eddington offered language, “Explore opportunities to reduce house sizes via environmental regulations.” The Commissioners thought environmental should be taken out of the language if the intent is to reduce the house size. Commissioner Strachan did not believe a large environmentally sensitive home was any better for the environment than a smaller inefficient home.

Commissioner Hontz noted that later this evening they would be discussing LMC changes. She believes driveways and window wells are major items that effect home size and the Staff was not recommending that those be changed. Commissioner Strachan felt it was a matter of whether or not the Planning Commission was willing to change the LMC. Commissioner Hontz remarked that when they have the LMC discussion this evening, those two changes would implement the reduction in house size that they were looking for.

Vice-Chair Thomas pointed out that the LMC agenda item was scheduled for a public hearing and they should wait until then to have that discussion.

Director Eddington reiterated that the Staff would rewrite the language to explore opportunities to reduce mass and scale, house sizes, and structural sizes. Commissioner Strachan clarified that the language should not include contingencies. The language should be generic in the direction for smaller houses, and leave it to the LMC or the Staff to derive ways to make the houses smaller. The Commissioners concurred. Commissioner Wintzer suggested that the Staff consider the language in the current General Plan for the Historic Districts.

Goal 5, Item 4

Director Eddington noted that Item 4 addresses carbon footprint and the citywide goal to try to reduce the increase of the carbon footprint and/or reduce the carbon footprint. This item takes into account the balance of tourist economy versus the goal of sustainability. Recognizing that tourism is the primary economy, there is a significant carbon footprint resulting from people

driving from the airport in Salt Lake, larger homes, and a significant amount of lodging. By definition the carbon footprint tends to be high. He requested discussion on mitigating measures and transportation opportunities to get people out of their cars. The Staff recommended supporting the tourist economy and at the same time look at funding additional mitigating opportunities.

Commissioner Gross was concerned that the City would not be in a position of funding. He thought the funding would come from the Federal government and the State in terms of incentivizing transportation alternatives. Commissioner Hontz understood that the City Council recently agreed to an interlocal with Summit County and Wasatch County to fund this type of study. Director Eddington explained that the City agreed to a regional commitment. Commissioner Hontz understood it was a financial commitment, as well as meeting specific goals. Director believed this issue goes beyond that agreement. The question was whether Park City would propose opportunities for alternative modes of transportation locally.

Commissioner Wintzer stated that his concern with funding is the need to increase the use to support the funding, and that means bringing more people into town. If the goal is to have less traffic but the only way to pay for the alternative is to bring in more people to pay for it, they end up going in a circle. He was unsure whether a blanket statement would reduce traffic and the carbon footprint. He was skeptical about this being the right approach. Director Eddington replied that his concern was the balance between sustainability and the tourist economy, which is an ongoing challenge.

Commissioner Strachan agreed with the statement as written. Vice-Chair Thomas thought it begged for more study. They were assuming that light rail would reduce the impact on the community. However, in some cases light rail increases traffic and density and it does not resolve congestion or reduce the traffic impacts. Widening roads encourages more traffic and people still bring their cars or arrive by shuttle. Vice-Chair Thomas supported the idea of transit within the community, but he was unsure if mass transit was the right approach and it required more study before the City should consider funding it. Director Eddington clarified that the reference to locally actually means the region of Snyderville, Summit and Park City. Vice-Chair Thomas pointed out that being a regional hub Park City would grow and that would impact the core values, particularly of small town.

Director Eddington remarked that it was not recommending that Park City would grow. It is 66% built out and the challenging traffic they experience now would only get worse. The question was whether Park City could accommodate future traffic on the existing road system. There is a general commitment for not supporting widening the roads. However, if the roads are not widened, the traffic would eventually get worse. Director Eddington asked if they should consider an alternative mode or simply not address it.

Vice-Chair referred to the core value of small town and asked if wider roads or mass transit were their only options. He thought they could incentivize other aspects. He believed the notion of mass transit in the region would make Park City a larger town and incentivizes growth.

City Attorney Harrington suggested that the Planning Commission should either agree to redefine the goal or reject it outright. The language was aimed at sustainability and integrity. The policy question was whether or not air travel and visitation should be measured as part of the carbon footprint; or whether they were only mitigating the internal environmental impacts.

They need to decide the true vision of the City. Mr. Harrington thought the issue exemplifies the bigger question of whether they were aligning General Plan development and neighborhood goals with a budget philosophy, and with a sustainability philosophy. He suggested that they re-characterize it in that mode in order to ask the right questions in terms of the broader impact of the transportation policy on the small town vision. Mr. Harrington revised the language to read, "To better align transportation and sustainability goals with the four core values." The Commissioners were comfortable with the language change.

The Planning Commission reviewed the natural setting goals beginning on page 66 of the Staff report. Commissioner Hontz clarified that anything identified in red were either proposed changes or additions. Director Eddington replied that this was correct. The language in blue identified the areas for policy discussion.

Commissioner Gross indicated a typo on page 67, and noted that integrated was incorrectly spelled and it should be "integrated". Commissioner Gross referred to page 70, and thought the third line in 4.2 did not read right. He suggested revising the language to say "...identify appropriate areas for increased density."

Commissioner Wintzer asked what ADA stood for in 4.5. Director Eddington replied that it was the Annexation Declaration Area. Commissioner Strachan recalled that Commissioner Worel had requested a glossary of terms and abbreviations. Director Eddington stated that the Staff had started a list but it was not yet complete. They were trying to spell out the abbreviations and he asked the Planning Commission to point them out.

Commissioner Wintzer understood that the mention of TDRs in 4.2 were TDRs within the City. However, he thought one of the goals should be for the County to start developing receiving zones. Commissioner Hontz recalled a suggestion to add a strategy related to educating the Staff and the public on the TDR policy. Commissioner Strachan stated that he was on the same task force with Commissioner Hontz when that was suggested.

Planning Manager Sintz asked if the language in 4.19 addressed the request. Commissioner Hontz preferred language that specifically calls out TDRs. City Attorney Harrington thought the education language could be included in 4.3. Commissioner Strachan suggested putting something on the application form that directs the applicant to inquire about TDRs.

Commissioner Wintzer asked Director Eddington to explain 4.3 on page 71. Director Eddington stated that it was already addressed in the definitions of open space and he suggested removing the language. Commissioner Wintzer asked why the Staff was removing the language to encourage public involvement in 4.20. Director Eddington stated that it was recommended by the task force. Mr. Harrington believed it was removed because it was repetitive with the language in Strategy 4.18. The Commissioners thought it was sufficiently covered in 4.18.

Page 72 – Goal 5. Commissioner Strachan recalled that the task force had issues with the graph on page 72 and thought it should be deleted. Director Eddington noted that the graph was prepared by the Sustainability Department based on a group in Denver. If they follow the red line on the graph they could meet the target defined by the initiative. Utilizing reduction in energy use, energy supply and carbon offsets are methodologies to achieve the red line. He would work with the Sustainability Department to better explain the graph.

Commissioner Wintzer referred to 5.8 on page 74 and noted that they continue to talk about energy efficient construction, but they do not count heated driveways in the calculation. He felt it was time to address outdoor fireplaces and the fact that all the driveways are being heated. Commissioner Strachan suggested that they make it a separate City implementation strategy with language stating that the City should explore ways to discourage heated driveways and other wasteful uses of energy.

Vice-Chair Thomas was not comfortable being too specific with the language because someone could find a way around it. To address the issue, Director Eddington stated that the Staff would add a new strategy that looked at ways to disallow heated driveways and other exterior energy uses.

Commissioner Hontz questioned the reference to night sky ordinance in 5.14. Since Park City did not have a night sky ordinance it would be difficult to enforce. City Attorney Harrington noted that the Lighting Code has night sky provisions. Commissioner Hontz concurred; however, it is not a night sky ordinance. Her issue with 5.14 was the inability to enforce an ordinance that does not exist. She thought the language should be revised to read, "Improve visibility of night sky through review and implementation of the night sky provisions." Assistant City Attorney McLean pointed out that the City has restrictions on night sky as part of the lighting Code. That is why the field lights shut off at 10:00. Commissioner Hontz reiterated that 5.14 calls out enforcement of the night sky ordinance. She preferred to call it enforcement of the current night lighting standards. Mr. Harrington point out that night sky was not capitalized and it was meant to be a general reference, but he was not opposed to rewording the language. Commissioner Strachan recommended revising the language to read, "Improve visibility of night sky through enforcement of the **existing light ordinance and potential enactment of a night sky ordinance.**" Commissioner Hontz was comfortable with that language.

Commissioner Hontz referred to 5.15 and stated that with new development she would like to make sure the project provides enough parking and enough places for recycling and garbage. She did not favor the language in 5.15 as written. Commissioner Wintzer thought the language should simply say to encourage providing recycling areas. It would not specify in parking areas but the developer would have the option to reduce the parking to accommodate recycling. Commissioner Strachan recalled that the parking code requirement constrained everyone and developers were using every inch of space to meet the parking requirement at the expense of recycling, open space, and setbacks. He thought the language in 5.15 made sense for that reason. City Attorney Harrington offered the language, "To adopt flexible site design standards that encourage recycling, including in parking areas."

Vice-Chair Thomas opened the public hearing.

There were no comments.

Vice-Chair Thomas closed the public hearing.

NOTE: Due to recording equipment failure the remainder of the minutes were prepared from written notes and the Staff report.

**2. 115 Sampson Avenue Subdivision – Plat Amendment
(Application PL-13-02035)**

Planner Anya Grahn reviewed the application for a plat amendment for 115 Sampson Avenue to combine all of Lot 6, and portions of Lots 5, 7, 8, 51, 52, 53, 54, and 55 of Block 78 of the Park City Survey. An existing historic home on the property is identified as Significant on the City's Historic Sites Inventory and straddles the lot lines between Lots 6, 7, 53, and 54. There are two accessory sheds that were not identified as historic located on Lot 6, and a third non-historic shed is located on Lot 53.

Planner Grahn reported that an active Notice and Order to Repair and Vacate the building was issued by the Building Department on October 13, 2010, at which time the Planning Department approved a plan to mothball the building; however, the Building Department was forced to issue a second Notice and Order on the structure on April 10, 2013 due to its deteriorating and hazardous condition. On May 1, 2013, the applicant submitted a Pre-Historic Design Review application. The Design Review Team met with the applicant's representative to discuss the potential re-development of the property. At that time the applicant expressed an interest in reconstructing the building and adding a small addition. Planner Grahn noted that since that time there has been no communication from the applicant or the applicant's representative to review construction plans. Planner Grahn stated that the historic structure is in significant disrepair and would likely qualify for panelization or reconstruction. The site may be cleared following the recording of a preservation plan and securing a financial guarantee for the reconstruction of the historic structure to satisfy the Notice and Order; however; no reconstruction may occur prior to the recording of the plat amendment to eliminate the interior lot lines.

Planner Grahn stated that the plat amendment application was submitted on August 15, 2013. The application was deemed complete on August 28, 2013. Per the LMC, the Planning Director made a determination on the allowed setbacks due to the unusual lot configuration. A table contained on page 104 of the Staff report outlined the determined setbacks. Based on the setbacks determined by the Planning Director, the overall building pad of the site would be approximately 3,330 square feet. Based on the building footprint formula, the allowable footprint will be 2,496.28. Given the 831.7 square feet footprint of the house, the lot could accommodate a 1,664.58 square feet addition if the sheds were removed. If the sheds are not removed a 1,440.58 addition could be constructed. Any addition to the historic structure would require approval through the HDDR to ensure that it complies with the 2009 Design Guidelines. In addition, if the applicant wishes to add an addition to the house they would likely be required to submit a steep slope CUP application due to the steepness of the existing grade.

Planner Grahn stated that the placement of the house on the lot and its orientation would limit the size of the addition since the new structure would have to be located to the west of the historic structure. She noted that the façade of the structure faces east towards town rather than west towards Sampson Avenue. Planner Grahn noted that the southeast corner of Lot 52 contains a portion of Sampson Avenue. The portion that includes the street would be dedicated to the City during this plat amendment.

The Staff believed there was good cause for the application. Combining the lots would allow the property owner to move forward with site improvements, which include stabilizing and repairing or reconstructing the historic house. The plat amendment is necessary in order for the applicant

to utilize future plans. If left unplatted, the property would remain in its current condition. Planner Grahn reiterated that the plat amendment would also resolve the issue of the historic structure straddling interior lot lines. The plat would not cause undo harm on any adjacent property owner because the proposal meets the requirements of the LMC and all future development would be reviewed for compliance with Building and LMC requirements. Planner Grahn stated that by approving the plat the City would gain one 10' snow storage easement along Sampson Avenue, as well as a street dedication for the portion of Lot 51 that contains Sampson Avenue.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law and conditions of approval.

Steve Schueler, representing the applicant, clarified that he was under the impression that the owner intended to sell the lot; however, he learned this evening that Jonathan DeGray was working on construction plans for the applicant.

Commissioner Hontz asked if there was a right-of-way on the road that the house faced. Planner Grahn was unsure.

Vice-Chair Thomas opened the public hearing.

Debbie Schneckloth, a neighbor, noted that the Staff report indicated that the property was located in the HR-1 zone and that was an error. It is actually located in the HRL zone. Ms. Schneckloth questioned why, if the house faces Norfolk Avenue, it did not have a Norfolk address. She noted that the current owner also owns property on Norfolk Avenue. Ms. Schneckloth suggested that the Norfolk lot be used to access 115 Sampson Avenue to take some of the pressure off of Sampson Avenue, since the road was already deteriorating from the amount of traffic. She also thought the Planning Commission should request that the house be re-oriented to have a Norfolk address. Ms. Schneckloth thought page 106 of the Staff report should be corrected to accurately state that the portions of Sampson Avenue that would be dedicated to the City would be the southeast corner of Lot 51 and the northeast corner of Lot 52. She felt that clarification was important.

Ms. Schneckloth asked how wide of a portion would be dedicated to the City. Mr. Schueler replied that it would be 8-9 feet. Ms. Schneckloth noted that Sampson Avenue is 13 feet wide. Ms. Schneckloth commented on snow storage and asked about the snow storage along Sampson. Planner Grahn stated that it would be a 10' snow storage easement. Ms. Schneckloth noted that the City owns Utah Avenue and she asked if that could be used for snow storage instead of Sampson. She stated that the existing frontage along Sampson Avenue is sorely needed and she asked that it be retained.

Vice-Chair Thomas closed the public hearing.

Commissioner Hontz noted that the change to HRL zoning needed to be corrected throughout the Staff report and the Staff needed to come back with a clean Staff report. Commissioner Hontz pointed out that access has always been on Sampson Avenue and people use the stairway to the south. She understood that originally there was only one stairway with a plank

into the back of the house; however, a rift between property owners resulted in two sets of stairs.

Commissioner Hontz agreed with Ms. Schneckloth on the condition of Sampson Avenue and she believed it was currently a public health, safety, welfare issue. The road can no longer carry the burden related to nightly rental, snow removal, etc. She requested a condition of approval to put parking for 115 Sampson somewhere else. Commissioner Hontz also recalled that the Planning Commission had requested that the Staff analysis be done on compatible structures in terms of size and plats, rather than an average size analysis. She wanted the analysis redone.

Commissioner Hontz requested that Condition of Approval #4 regarding 13-D sprinklers be revised. She corrected Condition #5 to indicate a 10' snow storage "easement" rather than easements plural. Commissioner Hontz noted that Condition #5 needed to be revised to indicate that portions of Lots 51 and 52 would be dedicated to the City.

Commissioner Wintzer believed the same issues they addressed with 30 Sampson Avenue applied to 115 Sampson. The only difference is that 115 is a downhill lot. He was concerned about approving something that would create a hardship situation for the applicant. He preferred to send this back to the Staff to draft appropriate conditions of approval to avoid a hardship situation that would require going before the Board of Adjustment. Commissioner Wintzer was not prepared to move forward this evening until the issues could be addressed. He also agreed with the idea of adding a condition of approval to address the parking needs.

Commissioner Strachan concurred with his fellow Commissioners. He thought they should continue this item until the Staff report could be revised. Commissioner Strachan suggested a site visit to make sure they were not on the verge of creating a plat amendment that would be the final straw for the neighborhood and what the road could bear. Vice-Chair Thomas concurred.

MOTION: Commissioner Wintzer moved to CONTINUE 115 Sampson Avenue plat amendment to November 6, 2013. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

**3. 1134 Lowell Avenue – Steep Slope Conditional Use Permit
(Application PL-13-02012)**

Planner Whetstone handed out public input she had received from Jim and Elaine Howells, 1130 Lowell Avenue.

Planner Whetstone reviewed the application for a Steep Slope Conditional Use permit for a new single-family home containing 2,163 square feet, excluding the 367 square foot single car garage, on a vacant 1,875 square foot lot located at 1134 Lowell Avenue. The total floor area exceeds 1,000 square feet and the construction is proposed on a slope of 30% or greater. The property is located in the HR-1 District. The CUP request is for construction of a new single-family dwelling on a platted lot of record. The lot is a standard 25' x 75' Old Town lot and contains 1,875 square feet of lot area. The site is a downhill lot on the east side of Lowell Avenue.

Planner Whetstone noted that because the total proposed structure is greater than 1,000 square feet and construction is proposed on an area of the lot that has a 30% or greater slope, the applicant is required to file a steep slope conditional use permit application, which requires a review by the Planning Commission.

Planner Whetstone noted that the lot is a vacant platted lot with grasses and very little vegetation, and located between two existing non-historic single family homes. The lot is accessed from Lowell Avenue.

Planner Whetstone presented slides of existing structures along the street. She noted that there are no historic structures on Lowell Avenue.

A Historic District Design Review application was reviewed concurrently with this application and the Staff found it to be in compliance with the Design Guidelines for Historic Districts and Historic Sites that was adopted in 2009. The final home design was included as Exhibit A in the Staff report.

Planner Whetstone reviewed the Staff analysis contained in the Staff report. The proposed house complies with the setbacks, building footprint and building height requirements of the HR-1 zone. The third story includes horizontal stepping of ten feet from the lower façade as required by the LMC.

Planner Whetstone reviewed the criteria for construction on a steep slope as outlined in the Staff report and explained why the Staff found that the application met all the criteria.

The Staff recommended that the Planning Commission conduct a public hearing and consider approving the Steep Slope CUP for 1134 Lowell Avenue based on the findings of fact, conclusions of law and conditions of approval contained in the Staff report.

John Sparano, the project architect, reviewed the plans for the proposed house. It is a contemporary design on a small lot. Mr. Sparano stated that the design was based on the desire to balance the need for light and privacy. He commented on how the house was designed to fit within the context of the slope, neighboring structures and the existing vegetation. He believed the house was smaller in scale and mass than the surrounding structures and the visual impacts were mitigated. Design impacts were mitigated with stepping, minimized excavation and a low profile green roof. The garage door is located 28 feet from the edge of street. The proposed driveway has a slope of less than 5.5%. The driveway was designed to minimize grading and to reduce the overall building scale.

Commissioner Gross had concerns with the vegetated roof system and asked if there was a mechanism to keep it maintained. The architect stated that the owner was under contract with a company to maintain the vegetation. Director Eddington remarked that the Planning Commission could add a condition of approval to require maintenance of the vegetated roof.

Vice-Chair Thomas opened the public hearing.

Steve Parker thought it was a nice project and he hoped the Planning Commission would approve it.

Vice-Chair Thomas closed the public hearing.

Commissioner Wintzer stated that Planner Whetstone had prepared a great Staff report and had given a great presentation; however, both failed to mention compatibility. The proposed design and building form has never been done in Old Town and there are no design guidelines for flat roofs. Based on the visual analysis, the home did not relate to the streetscape. He liked the design but he had a hard time finding compatibility because it was not the standard for Old Town.

Commissioner Wintzer was frustrated that the Planning Commission was not given the opportunity to discuss flat roofs in Old Town and to set parameters before they had to review a project. This project did not meet Code and until the Code changes he could not justify approving this type of design in Old Town.

Commissioner Strachan agreed. He referred to the purpose statements of the HR-1 District and explained why the proposed project did not fit in terms of compatibility in style and design. He personally liked the design but the Code did not embrace it. Like Commissioner Wintzer, until the Code changes he could not support this type of design in Old Town.

Commissioner Hontz struggled with Purpose Statement C on page 118 of the Staff report. She believed the Code was clear about maintaining compatibility. That principle should not be abandoned before they move forward with the green roof discussion.

Vice-Chair Thomas stated that he struggles with the idea that new in Old Town diminishes the character of the historic. In his opinion, trying to make something new look old diminishes the historic. Vice-Chair Thomas liked the contemporary design. The downhill façade had a minimal, low profile shift, and the stepping eliminated the wall effect that is present on many of the existing structures on the street.

Planning Manager Sintz wanted to know which elements of the design the Commissioners opposed. She noted that the Staff felt strongly that this was a great example of a structure that could be pulled into the historic district as new era. Planning Manager Sintz reviewed various reasons why the Staff found the design to be compatible and why they believe it met the Code.

Director Eddington understood that it was a compatibility issue and that there were challenges with contemporary design. However, the 2009 LMC amendments made changes to the Code that looked for opportunities for contemporary structures and moving into a new era.

Vice-Chair Thomas thought there was a commonality between the forms and he believed there was a need to respect this moment in time. He pointed out that the roof was lower and the applicant was not requesting a height exception. He liked the concept and movement of the structure and how they handled mitigation. Vice-Chair Thomas agreed that the current Code allows the opportunity for new evolution on a project by project basis. He also felt that flat roofs have a logical place in Park City.

Commissioner Wintzer agreed with the Staff and Vice-Chair Thomas. However, the problem was making it fit the Code. The flat roof discussion has been ignored and that was unfortunate, because otherwise this project could be approved. He reiterated his unwillingness to approve

flat roofs until they are governed by guidelines. He was adamant about changing the Code before any approvals.

Planner Whetstone referred to Criteria 6 – Building Form and Scale, and pointed out how the building was designed to meet the criteria and why the Staff believed it met the requirements of the LMC. Director Eddington pointed out that flat roofs are allowed both by the Land Management Code and the Design Guidelines.

Commissioner Hontz referred to the cross canyon rendering on page 139 of the Staff report as a way to look at compatibility with the neighborhood. She agreed with Vice-Chair Thomas that the form and scale of the structure was suitable and looked better than most of the other structures on the street.

Commissioner Gross was not opposed to the structure but he still had concerns with maintaining the green roof. Director Eddington suggested that the green roof could be subject to the landscaping requirements. Commissioner Hontz stated that if the Planning Commission voted this evening, she suggested that they direct the Staff to add a condition of approval #15 to address irrigation and maintenance of the green roof. She also recommended that the condition include some type of review or update to the Planning Commission in one or two years to ensure that the green roof was being maintained in accordance with the landscaping requirements.

Vice-Chair Thomas supported the project and he believed it was allowed by Code.

MOTION: Commissioner Thomas moved to APPROVE the Steep Slope Conditional Use Permit for 1134 Lowell Avenue in accordance with the Findings of Fact, Conclusions of Law and Conditions of Approval with the direction to Staff to draft language regarding the green roof. Commissioner Gross seconded the motion.

VOTE: The motion passed 3-2. Commissioners Strachan and Wintzer voted against the motion.

Findings of Fact – 1134 Lowell Avenue

1. The property is located at 1134 Lowell Avenue.
2. The property is described as Lot 27, Block 27 of the Snyder's Addition to the Park City Survey. The lot is a standard 25' by 75' "Old Town" lot and contains 1,875 sf of lot area. The allowable building footprint is 844 sf for a lot of this size.
3. The site is not listed as historically significant on the Park City Historic Sites Inventory and there are no structures on the lot.
4. The property is located in the HR-1 zoning district, and is subject to all requirements of the Park City Land Management Code (LMC) and the 2009 Design Guidelines for Historic Districts and Historic Sites.
5. Access to the property is from Lowell Avenue, a public street. The lot is a downhill lot.
6. Two parking spaces are proposed on site. One space is proposed within an attached garage and the second is on the driveway in a tandem configuration to the garage.

7. The neighborhood is characterized by primarily non-historic single family and duplex houses. There are historic structures on Empire Avenue, the street to the east of Lowell Avenue.
8. A Historic District Design Review (HDDR) application was reviewed by staff for compliance with the Design Guidelines for Historic Districts and Historic Sites adopted in 2009. The design was found to comply with the Guidelines.
9. The lot is an undeveloped lot containing primarily grasses, weeds, and shrubs that are not classified as significant vegetation.
10. There are no encroachments onto the Lot and there are no structures or wall on the Lot that encroach onto neighboring Lots.
11. The proposed design is for a three (3) story, single family dwelling consisting of 2,171 square feet of living area (excludes the approximately 247 sf single car garage) with a proposed building footprint of 840 sf.
12. The driveway is proposed to be a maximum of 12 feet in width and 28 feet in length from the edge of the street to the garage in order to place the entire length of the second parking space entirely within the lot. The garage door complies with the maximum width of nine feet (9') and height of nine feet (9').
13. The proposed structure complies with all setbacks.
14. The proposed structure complies with allowable height limits and height envelopes for the HR-1 zoning as the three (3) story house measuring less than 25 feet in height from existing grade and the design includes a 10 foot step back on the third (3rd) story.
15. The proposal, as conditioned, complies with the Historic District Design Guidelines as well as the requirements of 15-5-5 of the LMC.
16. The proposed materials reflect the historic character of Park City's Historic Sites, incorporating simple forms, unadorned materials, and restrained ornamentation. Though modern, the architectural style is a contemporary interpretation and complements the scale of historic buildings in Park City. The exterior elements are of human scale and the scale and height follows the predominant pattern of the neighborhood, in particular the pattern of houses on the downhill side of Lowell Avenue.
17. The structure follows the predominant pattern of buildings along the street, maintaining traditional setbacks, orientation, and alignment. Lot coverage, site grading, and steep slope issues are also compatible with neighboring sites. The size and mass of the structure is compatible with surrounding sites, as are details such as the foundation, roofing, materials, as well as window and door openings. The single car attached garage and off-street parking area also complies with the Design Guidelines and is consistent with the pattern established on the downhill side of Lowell Avenue.
18. No lighting has been proposed at this time. Lighting will be reviewed at the time of the building permit for compliance with the Land Management Code lighting standards.
19. The applicant submitted a visual analysis/ perspective, cross canyon view from the east, and a streetscape showing a contextual analysis of visual impacts on adjacent streetscape.
20. There will be no free-standing retaining walls that exceed six feet in height with the majority of retaining walls proposed at four feet (4') or less. The building pad location, access, and infrastructure are located in such a manner as to minimize cut and fill that would alter the perceived natural topography.
21. The site design, stepping of the building mass, articulation, and decrease in the allowed difference between the existing and final grade for much of the structure mitigates impacts of construction on the 30% slope areas.

22. The plans include setback variations, increased setbacks, decreased building heights and an overall decrease in building volume and massing.
23. The proposed massing, articulation, and architectural design components are compatible with the massing of other single family dwellings in the area. No wall effect is created with adjacent structures due to the stepping, articulation, and placement of the house.
24. The proposed structure complies with the twenty-seven feet (27') maximum building height requirement measured from existing grade and the highest portion is less than 27' from existing grade. Portions of the house are less than 25' in height.
25. The findings in the Analysis section of this report are incorporated herein.
26. The applicant stipulates to the conditions of approval.

Conclusions of Law – 1134 Lowell Avenue

1. The Steep Slope CUP, as conditioned, is consistent with the Park City Land Management Code, specifically section 15-2.2-6(B).
2. The Steep Slope CUP, as conditioned, is consistent with the Park City General Plan.
3. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval – 1134 Lowell Avenue

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
3. A final utility plan, including a drainage plan, for utility installation, public improvements, and storm drainage, shall be submitted with the building permit submittal and shall be reviewed and approved by the City Engineer and utility providers, including Snyderville Basin Water Reclamation District, prior to issuance of a building permit.
4. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
5. A final Landscape Plan shall be submitted to the City for review prior to building permit issuance. Such plan will include water efficient landscaping and drip irrigation. Lawn area shall be limited in area.
6. If required by the Chief Building Official based on a review of the soils and geotechnical report submitted with the building permit, the applicant shall submit a detailed shoring plan prior to the issue of a building permit. If required by the Chief Building Official, the shoring plan shall include calculations that have been prepared, stamped, and signed by a licensed structural engineer. The shoring plan shall take into consideration protection of the historic structure to the north.
7. This approval will expire on October 9, 2014, if a building permit has not been issued by the building department before the expiration date, unless an extension of this approval has been requested in writing prior to the expiration date and is granted by the Planning Director.
8. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission and the Final HDDR Design. The upper level rear façade shall be articulated and setback from the lower level façade by a minimum of ten feet, with a minimum setback to the rear property line of twenty feet, according to

requirements of the Land Management Code in effect at the time of building permit issuance.

9. All retaining walls within any of the setback areas shall not exceed more than six feet (6') in height measured from final grade, except that retaining walls in the front yard shall not exceed four feet (4') in height, unless an exception is granted by the City Engineer per the LMC, Chapter 4.
 10. Modified 13-D residential fire sprinklers are required for all new construction on this lot.
 11. All exterior lighting, on porches, decks, garage doors, entryways, etc. shall be shielded to prevent glare onto adjacent property and public rights-of-way and shall be subdued in nature. Light trespass into the night sky is prohibited.
 12. The Building permit application plans shall provide complete details regarding the Green Roof, including construction, plantings, irrigation, water-proofing, and maintenance. Maintenance of the green roof shall be in compliance with the City's municipal weed ordinance. Construction of the green roof shall be consistent with best management practices and current research regarding green roofs and green infrastructure.
 13. Construction waste should be diverted from the landfill and recycled when possible.
 14. All electrical service equipment and sub-panels and all mechanical equipment, except those owned and maintained by public utility companies and solar panels, shall be painted to match the surrounding wall color or painted and screened to blend with the surrounding natural terrain.
 15. Two years post installation/planting, a review of the green roof shall be conducted by the Planning Staff and presented to the Planning Commission. The review shall confirm compliance with Condition #12 and if non-compliance is found the roof shall be replanted and a further review shall be conducted within one year and presented to the Commission. The landscape guarantee that is posted with the Building permit shall not be released until the two year review is conducted and the roof is found to comply with the Condition #12 and the City's Landscape Ordinance in terms of germination, plant coverage and weed control.
4. **Park City Heights – Pre-Master Planned Development and Amendment to Master Planned Development (Application PL-13-02009 & PL-13-02010)**

Planner Whetstone handed out proposed changes to the Findings of Fact, Conclusions of Law and Conditions of Approval annotated to indicate the primary changes and whether Staff agreed with the change or was requesting discussion.

Planner Whetstone reviewed the request for amendments to the approved Park City Heights Master Planned Development, as well as corresponding amendments to the Preliminary plat and Ordinance that was approved at the time of the Park City Heights MPD. Corresponding Exhibits, A, B and D were contained in the Staff report.

Planner Whetstone reported that due to the discovery of mine waste on the property, the applicant was proposing to the State as part of the voluntary cleanup program, to remediate the soil on site by creating a lined and capped repository on the eastern side of the property along the US 40 Frontage road. This repository necessitates various amendments to the approved Master Planned Development and Phase 1 subdivision plat. The amendments also create changes to the overall preliminary plat and minor changes to the Park City Heights Design Guidelines, included in the Staff report as Exhibit 1, regarding setbacks and lot sizes for the small lot detached Park Homes.

Planner Whetstone summarized the major amendments as outlined on page 156 of the Staff report. The changes would be to: 1) relocate lots on the eastern portion of the subdivision to accommodate a soil repository on the property; 2) relocate twelve lots on the western portion to be lower and further away from the western ridge area; 3) relocate 20 townhouses, the Park Homes, to the west of the main entrance and closer to the proximity of the park; 4) move the community gardens away from the proposed repository; 5) reduce the neighborhood park area from 3.55 acres to 2.70 acres and propose additional park area on the east side of the main road. The open space would be redesigned to be more useable and more integrated into the small lot residential area; 6) delete future neighborhood commercial parcels I and J, as well as the future stacked flat pad site at the northeast entrance, and replace with 35 attainable units as small lot Park Homes". There would be no increase in the approved density or number of units; 7) change entrance road slightly to accommodate changed lot locations with no access proposed to the US 40 Frontage road; 8) request for a one-year extension of the MPD approval, and to amend the Development agreement accordingly; 9) request to change language of Finding #1e, 1o, and Condition #56 regarding Green Building to be consistent with the Annexation Agreement; and 10) provide for possible future access to the adjacent parcel to the south.

Planner Whetstone noted that the Staff did not recommend changing the approved condition requiring LEED Silver and requested input from the Planning Commission. The Staff also requested that the Planning Commission discuss the proposal to delete Condition #45 regarding parcels I and J. Parcels I and J are identified on the preliminary subdivision plat as potential future support commercial and/or child care center or similar uses. However, this area can accommodate lots displaced by the soil repository and provide certainty on what would be built along Richardson Flat Road.

Planner Whetstone reported that on January 24, 2013 the City Council approved a one-year extension of the approved Park City Heights Phase I subdivision plat. Following a work session on June 26, 2013 with the Planning Commission, the applicant submitted an application requesting amendments to the MPD, including an extension to the MPD, as well as an application for a second extension of the plat approval pending the outcome of the MPD amendments.

The Staff recommended that the Planning Commission discuss the proposed amendments and extension to the approved Park City Heights MPD and subdivision plat, conduct a public hearing and consider approving the proposed MPD amendments and extension based on the revised Park City Heights MPD Findings of Fact, Conclusions of Law and Conditions of Approval found in the Staff report. The proposed changes were identified in red or blue

Chris Gamvroulas, representing the applicant, introduced Spencer White, the applicant's representative, Ben Hathaway, Legal Counsel for the applicant, Amy Finlay, with IHI environmental, and Brad Mackey.

Spencer White provided a color-coded handout showing the surface soil and excavation removal areas based on soils testing by the soils consultant.

Amy Finlay provided a brief background of her experience dealing with environmental issues, as well as that of IHI Environmental. She noted that Ivory Development approached her firm in the

Spring of 2012 and asked them to help with State process for voluntary cleanup. Ms. Finlay explained the condition of the site and what exactly needed to be done to remediate the soil and add a repository on site. After going through the process they were approved by the State Voluntary Cleanup Program. She commended Ivory Development for taking the proper steps to clean up the Park City Heights development area.

Spencer White stated that the proposed location shown was the only potential location for the repository. He clarified that the proposal would not increase the density at all, and that future density Parcels I and J would be removed. The overall concept of a mix of housing types would remain, with the affordable units still integrated into the overall development. The key elements of the MPD would remain, although they would be modified. The Design Guidelines would continue to apply for all housing types, with additional language added for the new concept housing type called "small lot Park Homes"

Mr. White reviewed the major changes that would occur that resulted in a request to amend the MPD. He remarked that Ivory Development continues to keep up with changing standards, as demonstrated by the voluntary cleanup.

Commissioner Hontz believed this was a better site plan; however, she felt it was important to note that the northwest cul-de-sac would be moved further down and that the majority of the roads would be higher up. Mr. White replied that this was correct.

Mr. White reviewed the major changes that would occur that resulted in the request to amend the MPD. He remarked that Ivory Development continues to keep up with changing standards, as demonstrated by the voluntary cleanup. Mr. White noted that the open space with the park would be reduced in size but the amenities would remain the same. The amount of open space for the project would remain the same. The community gardens would remain but they would be relocated farther from the repository and adjacent to the new larger park area east of the main entry road. A large open playing field would be created on the north end of the capped and landscaped repository. A wider open space corridor between the neighborhood park and the playing field connects the parks and the open space areas. Mr. White explained the revised Park Homes concept that was proposed for the northern area of the subdivision in a layout that better accommodates the concept of front porches and side or rear garages. He noted that the entrance roads were slightly changed to accommodate the changed lot locations; however, the grid street system and walkability is maintained. New lot configuration and street layout provides snow storage areas and space for utility corridors. The revised plan provides platted lots for all 79 affordable units, eight of which were previously undefined as a possible stacked flat or multi-unit building. Those units were now included in the MPD site plan and preliminary plat as part of Phase I.

Mr. White stated that eliminating Parcels I and J provides area for the affordable units that were conceptually proposed as possible stacked flats in the northeast corner and allows the area to accommodate the lots displaced by the soil repository. It also provides certainty on what will be built along Richardson Flat Road. Mr. White pointed out that an amended MPD would require some changes to the Design Guidelines.

Mr. White indicated an area to the south where the Fire District requested that an access easement be granted to the adjacent property to provide two points of access in the event that the adjacent property was developed.

Mr. White stated that the applicant had met with the City Engineer, Public Works and the Sewer District and everyone supported the proposed request.

Brad Mackey presented a new small lot concept that was developed and designed for Park City Heights. It was modeled after a development in Colorado and the units were a hybrid between an alley load and a townhome product. He explained three different floor plans. The first was an 800 square foot unit; the second a 1700 square foot unit; and the third had a master bedroom on the main level and 2 bedrooms on the upper floor, for a total of 1800 square feet. The streetscape was all front doors and no garages. The garages were in the back and accessed from alleys. Mr. Mackey remarked that the concept was based on the need for yard space and each unit was designed to have a private fenced back yard.

Vice-Chair Thomas opened the public hearing.

Kraig Moyes, spoke as an individual member of the Recreation Advisory Board and a real estate broker. He was pleased with the opportunity to have another park in the area. As a real estate broker, he has a number of people looking for attainable housing and they have waited a long time for projects like Park City Heights.

Vice-Chair Thomas closed the public hearing.

Commissioner Wintzer agreed that this was a better site plan. However, based on the number of issues he recommended that the Planning Commission and the applicant prioritize two or three main issues to focus on this evening that would allow the applicant to move forwards with the remediation process. He was prepared to give a head nod on the site plan and to provide comments and concerns that could be addressed at the next meeting. Commissioner Wintzer needed more time to study the specific house plans and to carefully review the changes to the Design Guidelines. Since it has been a while since the MPD was approved, he requested a refresher course on the different house types for the next meeting. Commissioner Wintzer thought they should focus on the site plan, the park area, and the open space this evening.

Commissioner Wintzer had a problem with the lack of daycare on site if Parcels I and J were eliminated. He asked if it was possible to expand the clubhouse to accommodate a community daycare to reduce the traffic. Mr. White stated that they could expand the clubhouse but it would reduce more of the park area. Commissioner Wintzer thought a daycare was more important than a community garden. Commissioner Thomas and Hontz concurred.

Commissioner Strachan incorporated his comments from the previous meetings of the original approval that the Park City Heights project did not meet the General Plan. His opinion had not changed and he still believed the project did not comply. Commissioner Strachan was still unsure whether or not he would vote to approve the Amended MPD. However, he agreed that the proposed changes resulted in a better site plan. Commissioner Strachan thought the repository should be usable space. As a kid growing up he played on top of covered contaminated soils with less oversight than the current remediated process. He was not opposed to using that area as a playground.

Commissioner Gross stated that he was not on the Planning Commission during the first approval process. However, he thought the current proposal looked reasonable it fits well on

the site.

Commissioner Hontz referred to added language to Finding #9 on page 166 of the Staff report and asked why an access easement was necessary to allow the parcel to the south to have two ingress/egress points from Richardson Flat Road. Mr. White replied that the Fire District did not want to land lock the property. Commissioner Hontz stated that she would not be comfortable with the access easement unless that property was annexed into the City. She recommended adding a condition of approval to require annexation prior to granting an easement.

Commissioner Hontz referred to Condition of Approval #25 on page 173 of the Staff report, which referenced a Geotechnical Study for the Park City Heights Development. She recommended adding language to Condition #25 that requires evidence of the latest soils study and the actual name of the report.

Commissioner Hontz referred to Condition #43 on page 175 and suggested that they enhance the condition to reference where the wildlife report can be found. Commissioner Hontz referred to Conditions #49 and #55 on page 176 of the Staff report.

Commissioner Hontz was opposed to any amenity that allows kids to play on top of the repository. She referred to Condition #59 on page 177 of the Staff Report and asked if the repository could be used for snow storage. Ms. Finley replied that snow storage could be accommodated to the north of the repository area. Mr. White stated that the detention basin could possibly be used for snow storage. Regarding Condition #63 on page 178, Commissioner Hontz reiterated her earlier comment that she would only be comfortable with the easement if the south parcel was annexed into the City. She wanted to make sure a separate condition was added to address the annexation requirement.

Commissioner Hontz thought it was important to inform the public and the residents about the soils remediation by posting a small sign, similar to a trailhead sign. Mr. Gamvroulas stated that the HOA and CC&R documents would have that disclosure. Ms. Finley noted that Ivory Homes voluntarily assumed the cleanup process and they would be given a Certificate of Completion to provide to the HOA. Commissioner Hontz did not believe a brochure or a disclosure in the CC&Rs was enough. She felt that posting a small sign was a better way to disclose the information.

Mr. Hathaway, legal counsel for the applicant, stated that the purpose of the voluntary clean up was to remediate the soils issue. Ivory Homes would comply with all the disclosure requirements and he did not believe it was necessary to post a sign. Commissioner Wintzer did not agree with posting signs and felt the disclosure procedure was sufficient. Mr. Hathaway pointed out that the sole purpose of the process was to clean up the site and make it safer.

Vice-Chair Thomas had no objections to the lot configuration as shown. In looking at the topo, he thought the drainage swell needed further explanation.

Vice-Chair Thomas referred to the language in blue on pages 160 and 161 of the Staff report regarding Green Building or LEED Silver, and the applicants request to use the language in the Annexation Agreement instead of the language that was approved by the Planning Commission in Finding #1(e) and Condition #56. The applicants were asking to replace the original language

with the language in blue. The Commission concurred that the language in the Annexation Agreement allowed the condition to provide a certain level of Green Building to evolve as the standards evolve. The Commission concurred that Finding of Fact 1e. could be amended to include the language from the Annexation Agreement. The Commission agreed that restricting the language to "LEED Silver" did not allow the project to keep up with the Green Building standards as they evolve.

The Commissioners were opposed to heated driveways. Mr. White indicated that they discussed requiring off-sets to heated driveways, such as additional solar panels, consistent with Condition #49 of the MPD.

The Commissioners and Staff point out findings of fact and conditions of approval that may need to be modified due to the amended plat layout and requested changes. Such as Condition #43 regarding wildlife report update, Condition #55 regarding limits of disturbance and retaining walls for streets, Condition #24 regarding the new soils report, and Condition #59 regarding snow storage restrictions on the actual repository. The applicant stated that some conditions have been address by the revised plat, such as Condition #24 regarding the trail access between Lots 89 and 90. Planner Whetstone commented that Condition #56, which refers to lot numbers of the preliminary plat by Ensign Engineering could be updated to match the new preliminary plat.

The Staff and applicants discussed a schedule for future meetings to keep the process moving forward.

MOTION: Commissioner Strachan moved to CONTINUE the proposed Park City Heights MPD amendments and extension to November 6, 2013. Commissioner Hontz seconded the motion.

VOTE: The motion passed unanimously.

5. **Land Management Code – Amendments to Sections 15-2.104, 15-2.1-5, 15-2.2-4, 15-2.2-5, 15-2.3-5, 15-2.3-6, 15-2.16-5(L), 15-2.16-5(M) & 15-2.16-6 regarding existing historic structures and building height in the HRL, HR-1, HR-2 and RC Districts (Application PL-12-02070)**

Planner Astorga reported that the Planning Commission originally discussed the definition of a story during a work session in August 2012. During a Planning Commission meeting in September 2012, the Staff recommended reviewed the interpretation of a story as currently defined in the Land Management Code. At that time the Planning Commission had concerns related to the current building height parameters and how they applied to split-level concepts. It was interpreted that a three story split-level, per the current LMC definition of a story, would qualify as multiple stories adding up to six. The Staff had introduced an additional regulation which was based on the internal height of a structure measured from the lowest floor level to the highest roof form. The Staff offered to work with different scenarios and come back to the Planning Commission with alternatives.

Planner Astorga stated that during the September 2012 meeting the Planning Commission forwarded several items to the City Council for review and possible adoption. However, the Commissioner continued the proposed amendments regarding building height measurement

and story definition to a later date, and requested additional information. On January 9, 2013 the Planning Department discussed with the Planning Commission specific scenarios regarding Building Height in the Historic Residential Districts (HRL, HR-1 & HR-2) relating to downhill lots. Another group of scenarios regarding uphill lots was presented on February 13, 2013. Planner Astorga noted that the January and February work session discussions were based on the current building height parameters outlined on page 260 of the Staff report.

Planner Astorga noted that currently the LMC defines a story as:

The vertical measurement between floors taken from finish floor to finish floor. For the top most story, the vertical measurement is taken from the top finish floor to the top of the wall plate for the roof structure.

Planner Astorga stated that there is no maximum or minimum number of feet for a story or a wall plate. The height of a structure is simply measured from existing grade, not to exceed twenty-seven feet. After analyzing the impacts of split-levels and multiple split-levels concepts on a standard lot of record, the Staff proposed adding provisions to the LMC related to Building Height which would limit the split-level concept so a project would not contain multiple numbers of splits stepping up or down the hillside.

Planner Astorga referred to the proposed amendment language in red on page 263 of the Staff report. He noted that the amendment deals with the alternate language to replace the maximum three-stories and does not replace the maximum height of 27' measured from existing grade. The proposed language reads:

A structure shall have a maximum height of thirty five feet (35') measured from the lowest floor plan to the point of the highest wall top plat that supports the ceiling joists or roof rafters.

The Staff also recommended adding clarifying language to the ten foot 10' minimum horizontal step. Planner Astorga noted that the current code does not indicate where the step back takes place on a vertical plane. The Staff found that the added language in red at the bottom of page 263 clarifies where the horizontal step should occur. The proposed language reads:

The horizontal step shall take place at a maximum height of twenty three feet (23') from where the Building Footprint meets the lowest point of existing grade. Architectural features that provide articulation to the upper story façade setback, may encroach into the minimum ten foot (10') setback but shall be limited to no more than twenty-five percent (25%) of the width of the building encroaching no more than four feet (4') into the setback, subject to compliance with the Design Guidelines for Historic sites and Historic Districts.

Planner Astorga presented a number of exhibits to show what could occur under the exiting Code and with the proposed changes.

The Staff proposed language under Roof Pitch to clarify green roofs. "A green roof may be below the required 7:12 roof pitch as part of the primary roof design. In addition, a roof that is not part of the primary roof design may be below the required 7:12 foot pitch." The Staff proposed adding a provision reflected in red on page 265 of the Staff report. Proposed provision clarifies the required roof pitch for green roofs, as well as adding a specific parameter of measurement. The proposed language reads:

(1) A Green Roof is allowed on a Structure where it will not increase the visual mass, nor create additional shade on an adjacent property when compared to the allowed 7:12 to 12:12 roof pitch on the same structure. A structure containing a flat roof shall have a maximum height of thirty feet (30') measured from the lowest floor plane to the highest point of the roof including parapets, railings, or similar features.

The Planning Commission discussed split levels and whether or not to place a cap on the number of levels. Planner Astorga noted that when the discussions started in August of 2012 the Planning Commission said they would allow a cap. They needed to let the Staff know if they had changed their minds. He noted that there would be less excavation under the new scenario.

The Commissioners discussed footprint. Commissioner Strachan remarked that the footprint discussion trickles down to plat amendments. Planner Astorga noted that last year three applications proposed the split level concept and none required a plat amendment. Commissioner Strachan remarked that the standard 75' x 25' lot was no longer an issue because of plat amendments.

The Planning Commission discussed window wells that become bedroom space. The Commissioners generally did not like the idea of window wells and thought they should be minimized or restricted. Window wells encourage more livable space which generates more people and more traffic. Planner Whetstone pointed out that the Planning Commission wanted like to encourage more families in Old Town, and families require additional living space.

Vice-Chair Thomas opened the public hearing.

Steve Parker stated that he has a child and he would love to live in Old Town. Mr. Parker suggested that instead of limiting everything the Planning Commission should find better ways to design and create better spaces.

Vice-Chair Thomas closed the public hearing.

The Commissioners were not prepared to forward the proposed amendments to the City Council this evening. They requested that the Staff come back with more information on driveways, restrictions on window wells, particularly in setbacks, and footprint analysis. Vice-Chair Thomas referred to the language on page 263 proposing a 35' maximum height. He thought that should be reduced to 33' in the back and 27' in the front.

Commissioner Wintzer stated that this was a good opportunity to address flat roofs and requested that the Staff come back with language to start the discussion. He suggested the possibility of allowing a percentage of a structure to be a flat roof. Director Eddington noted that flat roofs are already addressed in the Design Guidelines. Commissioner Wintzer pointed out that the Planning Commission needed to have a conversation regarding flat green roofs in Old Town because the Design Guidelines are not in their purview. Vice-Chair Thomas agreed.

Commissioner Strachan thought the Planning Commission should forward the amendments they could agree on and discuss the rest at a later meeting. He was comfortable with the proposed horizontal stepping language on page 263.

MOTION: Commissioner Strachan moved to forward a POSITIVE recommendation to the City Council to amend the LMC for the HRL, HR-1, HR-2 & RC Districts with the proposed language at the bottom of page 263 of the Staff report for a horizontal step at a maximum height of twenty three feet (23') from where the Building Footprint meets the lowest point of existing grade. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

MOTION: Commissioner Strachan moved to forward a POSITIVE recommendation to the City Council to amend the LMC for the HRL, HR-1, HR-2 & RC District with the proposed language at the top of page 263 of the Staff report, with a revision to change the maximum height from 35 feet to 33 feet at the rear. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

Commissioner Strachan referred to the proposed language on page 265. He was comfortable with the second sentence but he thought the first sentence should be part of the green roof discussion.

MOTION: Commissioner Strachan moved to forward a POSITIVE recommendation to the City Council to amend the LMC for the HRL, HR-1, HR-2 & RC District with the second sentence of the proposed language on page 265 of the Staff report regarding the 30' maximum height for a flat roof. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

The Park City Planning Commission meeting adjourned at 11:45 p.m.

Approved by Planning Commission: _____

REGULAR AGENDA

Planning Commission Staff Report



Subject: General Plan
Author: Thomas Eddington, Planning Director
Kayla Sintz, Current Planning Manager
Date: October 23, 2013
Type of Item: Legislative Discussion

Background

The core value and neighborhood review schedule, with follow-up task force meeting as necessary:

<u>Item</u>	<u>PC Meeting</u>	<u>Commissioner</u>	<u>Follow-up Meeting</u>
Small Town	9/11/2013	Stewart Gross	No
Sense of Community	9/25/2013	Stewart Gross	Yes (10/2) - combined
Natural Setting	10/9/2013	Adam Strachan	No
Historic Character	10/23/2013	Charlie Wintzer	
Neighborhoods	11/6/2013	Jack Thomas & Brooke Hontz	

Analysis

The draft version of the General Plan was completed on March 27, 2013, and distributed to the Planning Commission and City Council for review and comments. Prior to its completion one Planning Commission meeting on December 11, 2012, was dedicated to Historic Character – Goals and Strategies.

The draft document presented for discussion incorporates the input received from each of the Task Force meetings held from June - August. Individual comments provided independently and without consensus from the task force group have not been incorporated. The proposed schedule for review of the General Plan is noted in Exhibit A.

Discussion

Historic Character

The Planning Commission should review the following pages of the attached redline (Exhibit B), Goals, pages 165-174 and Strategies, pages 289-310.

Task Force – Policy Issues List (Complete Policy List is attached as Exhibit C)

Planning staff has identified the following specific policies issues for discussion. Following the discussion of these issues, the Commission should proceed to any other policy issues and review the redlines as time permits. If necessary, further discussion may be requested of the follow-up small task force. Requested direction: discuss as appropriate and agree/reject/modify:

GOAL 15 “Preserve the integrity, style, scale and historic fabric of the locally designated historic resources sites and districts for future generations.”

1. Planning Strategy 15.5:

Expand the Park City Historic Sites Inventory to include historic resources that were built during the onset of the ski industry in Park City in an effort to preserve the unique built structures representative of this era.

Why Planning supports this principle: Ski Era structures are the important second evolution of Park City as a town. While there are mixed opinions whether people ‘like’ this style of architecture, these structures tell an important story of our evolution. City Council heard this item in September and directed staff to complete a reconnaissance level survey prior to giving additional direction. Council also agreed with staff to further explore voluntary programs and Council decided not to adopt a moratorium or pending ordinance limiting alteration/demolition in the meantime.

Challenges moving forward: Once the survey of potential sites is completed, it may be difficult to incentivize property owners to follow similar restrictions if the program is voluntary. The incentives will likely either allow additional SF, reduced setbacks, movement of the ski-era architectural resources on a property, and/or economic incentives to preserve these resources. Similar discontent was heard regarding historic mining structures when protective measures were initially approved.

PC direction: Agree Reject Modify

2. Planning Strategy 15.14:

Require Park City Municipal Corporation to adopt a standard to consider adaptive reuse of historic resources prior to acquisition of new construction within the City.

Why Planning supports this principle: Adaptive reuse of existing structures is one of the most important sustainable construction methods. The City has tremendous resources to lead by example.

Challenges moving forward: Creative partnering with a developer should be considered. Economic Development and Historic Preservation goals are often in perceived conflict.

PC direction: Agree Reject Modify

3. Licensed Architects should be required on all Historic District applications.

Why Planning supports this principle: It is often challenging to receive acceptable documentation for applications. Requiring a licensed architect requires a higher standard and professional obligation. ‘Architects’ are required to be licensed in the State of Utah. Planning supports licensed Landscape Architects for site/design work as well.

Challenges moving forward: The State of Utah does not require a licensed architect for residential projects. Park City would be more restrictive than State code.

PC direction: Agree Reject Modify

4. Lot combination policy and footprint maximums should be re-evaluated to limit the size of larger structures which conflict in scale with smaller historic structures.

Why Planning supports this principle: Previous code changes were passed with the assumption that a lot combination creates less density. In reality, lot combinations create larger structure potential, increased mass and scale, a larger nightly rental potential, and increased vehicle impacts. The larger structures with more bedroom capacity has not necessarily resulted in less density – for discussion is whether a larger six (6) bedroom house has less density than two (2) structures with three (3) bedrooms each. Planning believes, anecdotally, the density has remained the same AND the structures are larger as a result of this policy.

Challenges moving forward: Staff previously tried, on two separate occasions, to process a restriction in lot size and lot combinations, without success at the Planning Commission level. There are mixed feelings from residents who own undeveloped property/ multiple lots (against lot size restrictions) and those who are neighbors in smaller structures (for lot size restrictions) who are likely to be most impacted by new/larger structures.

PC direction: Agree Reject Modify

GOAL 16 “Maintain the Main Street District as the heart of the City for cultural tourism for visitors and residents alike.”

1. Swede Alley should be similarly zoned to allow the development of storefronts similar to Main Street in order for the commercial historic district to infill internally.

Why Planning supports this principle: Allowing a natural market driven progression of commercial infill in an acceptable expansion location will strengthen the core as a whole. The Swede Alley infill would appropriately locate the infill away from the residential area and be situated adjacent to public parking areas.

Challenges moving forward: Pressure to appropriately identify uses may initially be a concern for Main Street business owners; however, there are support/subordinate uses to Main Street which could be successful and complimentary. Another concern will be the delivery access that is necessary on Swede Alley for Main Street businesses.

PC direction: Agree Reject Modify

2. Annually evaluate commercial use parking demands and impacts on the adjacent residential districts.

Why Planning supports this principle: The historic residential district is now a majority of part-time rental or 2nd owner residents with a high rate of nightly rentals. It is important to understand where the parking demands are coming from and to limit any Main Street/Swede Alley parking pressure away from the residential neighborhood.

Challenges moving forward: Effective communication of existing public and private parking garages is critical. Implementing an effective residential parking pass program which successfully works with nightly-rentals will be critical.

PC direction: Agree Reject Modify

Exhibits

Exhibit A – Schedule for General Plan Completion

Exhibit B -- Draft, with markups – *Historic Character: Goals and Strategies*

Exhibit C – Complete Policy List

HISTORIC CHARACTER

During the 2009 Community Visioning process, the community identified “*Historic Character*” as one of four core values of Park City, emphasizing the importance of our rich mining history. The goal “Preserve a strong sense of place, character and heritage” was shaped during the 2009 Visioning process. Parkites have a great sense of pride for the *Historic Character* of the City.

Park City was established as a mining camp with the discovery of a large ore **claim deposit** in 1872, the Ontario Lode. This claim drew miners to the small western town we now call Park City. As more **large mining claims occurred** during the 1880’s, the area flourished with a thriving commercial district and a dense village mixed with miner’s homes, dormitories, and larger residences for the more prominent residents. Park City was incorporated as a municipality in 1884. In 1898, a devastating fire swept through the city destroying nearly 200 businesses and homes; nevertheless, residents diligently rebuilt, leaving a



treasure of historic resources for future generations.

Park City is home to more than 400 historic sites, including two National Register Historic Districts. The Main Street Historic District was listed on the National Register of Historic Places in 1979. The Mining Boom Era Residences Thematic District, comprised of historically significant residential structures built during the mining boom period (1872-1929), was listed in 1984.

The City has taken great measures

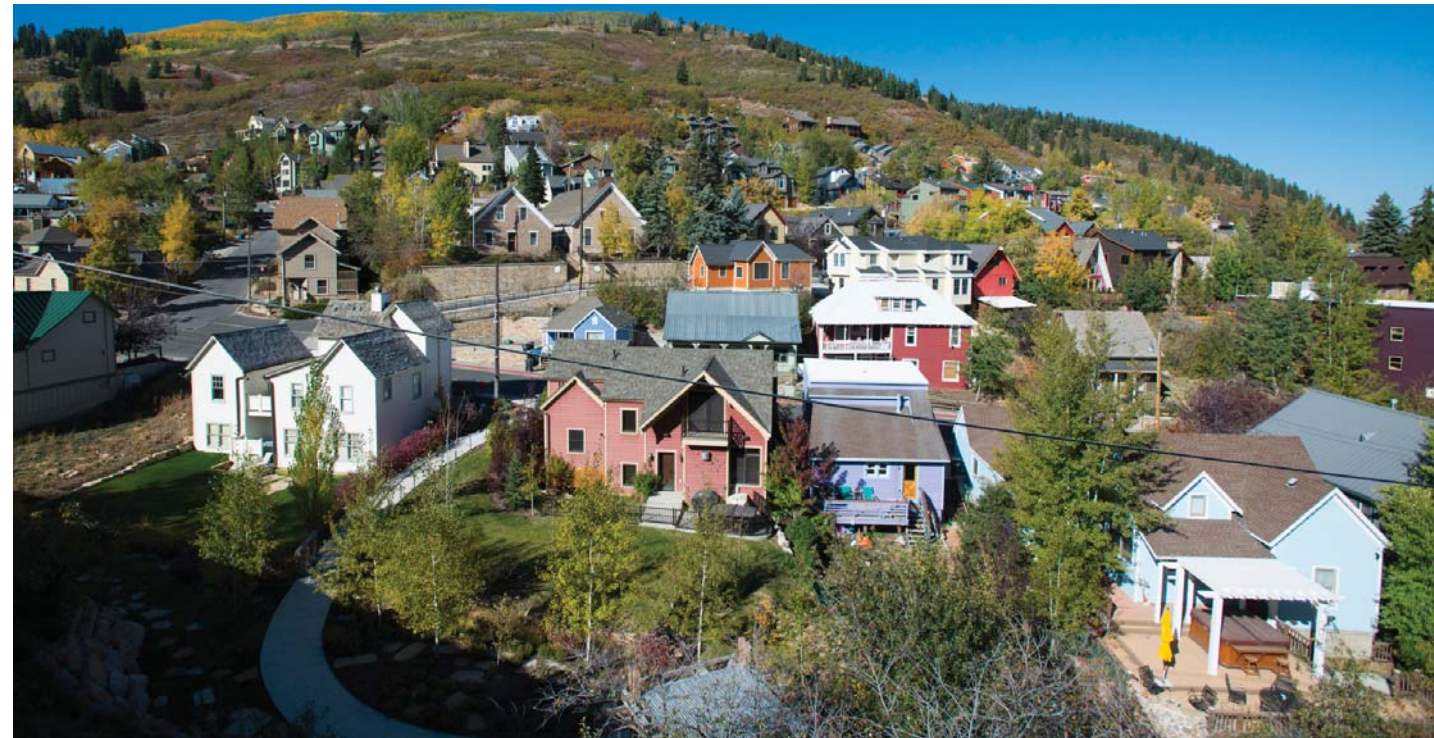
to protect its more than 500 historic resources through local designation on Park City’s Historic Sites Inventory (HSI). It is the City’s official list of historic resources deserving of preservation and protection. The inventory is made up of Landmark Sites and Significant Sites.

The City adopted its first Historic District Design Guidelines in 1983 to preserve the *Historic Character* of individual historic resources and the local districts for future generations. With the announcement of a successful

HISTORIC
CHARACTER

Salt Lake City Olympic bid came escalating values and increased development pressure on the historic districts. This required refinements to the Land Management Code and Historic District Guidelines to ensure further the protection of Park City's *Historic Character* while balancing its livability and the contribution of the historic districts to the economic viability of town. In 2009, the City funded a complete overhaul of the regulating documents for the historic district including an updated Historic Sites Inventory, new design guidelines, and changes to the Land Management Code. These documents are meant to be living documents in which timely updates are encouraged. The goal was to maintain the integrity of the historic resources and allow for economic development that complements its *Historic Character*.

Protecting the rich history of place while allowing continued reinvestment into the districts is a balancing act; one that is an ongoing challenge for residents and City leaders. During the 2009 Community Visioning process, participants were asked to place photos under specific categories. Photos of historic structures were

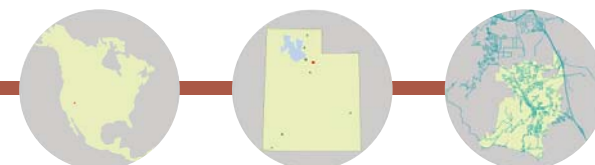


placed under the categories "most treasured", "most illustrative", and "most at risk". Under the category "eyesore" were photos of incompatible development within the historic district and incomplete construction projects. The community visioning document summarized well the ongoing conflict between historic and new infill:

"The implication for the planning process and for public institutions addressing the issue of the town is to find the right balance between retaining the qualities that make the town unique and permitting those activities that leverage Park City's uniqueness

economically." **WHO?**

There are three major events in Park City's history that have shaped the Park City that we know today: establishment as a mining town, introduction of the ski industry, and host of the 2002 Olympic Games. Significant cultural resources exist throughout Park City representative of the beginning of the ski industry and hosting the Olympic Games. Unless protected through historic preservation, the existing cultural resources are in jeopardy of being lost forever. To maintain these community assets for years to come, Park City should plan for their



GOAL 15 Preserve the integrity, scale, and historic fabric of the locally designated historic resources and districts for future generations.

think about some old buildings that were large

Not a great example/picture

Reword

With building styles reflective of a time and place in American history, it is imperative that the cultural resources sites within the Park City locally designated historic districts be protected for future generations to experience. While the uses within these districts may evolve over time, the built environment of the local historic districts should stay true to its architectural roots, maintaining with regard to the mass, scale and historic fabric of the mining boom era (1872-1929). As a highly desirable place to own residential and commercial real estate, pressures to expand the small commercial properties and mining residences are tremendous. These pressures must be balanced with accepted preservation practices to maintain the integrity of Park City's historic resources.



HISTORIC CHARACTER

Principles

It the fact that historic buildings

- 15A** Maintain the integrity of historic resources within Park City as a community asset for future generations, including historic resources locally designated on the Park City Historic Sites Inventory and its two National Register Historic Districts – the Main Street Historic District and the Mining Boom Era Residences Thematic District.
- 15B** Maintain context and scale of local historic districts with compatible infill development.
- 15C** Increase local knowledge of historic preservation including historic preservation principles and accepted standards through increased public education and programming.
- 15D** Offset the high cost of restoration by providing additional public education/programming to connect property owners and financial incentives.
- 15E** Encourage adaptive reuse of historic resources.

Wordsmith

Include a photo of the Museum

educate resources and promote museum

What is Park City Compatible

Create table--"If" on one side, "Then" on another

in·teg·ri·ty

/in'tegritē/

Noun

1. The authenticity of a property's historic identity evidenced by the survival of physical characteristics that existed during the property's historic period.

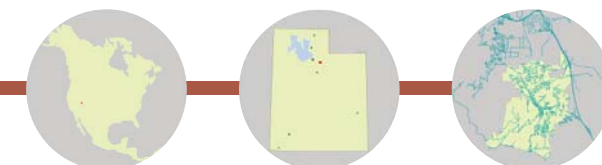
National Parks Service

reduce size of artwork



Tom Paulson ©

HISTORIC CHARACTER



Planning Strategies

- 15.1** Increase the City's documentation of historic sites by conducting Intensive Level Surveys of all historic sites included in the Park City Historic Sites Inventory.
- 15.2** Review of the Park City's Historic Sites Inventory and update as necessary *every two (2) years*.
- 15.3** *Reword?* Create a voluntary mechanism by which property owners of historic resources sites may request City staff for analysis and identify steps that could be taken to improve the historic integrity of a site listed on the Park City Historic Sites Inventory.
- 15.4** Review annually the Land Management Code (LMC) and Park City's Design Guidelines for Historic Districts and Historic Sites in order to maintain regulatory consistency.

"We are in a unique position to lead with exposure to the nation and the world on how to incorporate sustainable values in the context of an existing historic place."

Comment from resident during 2009 Community Visioning

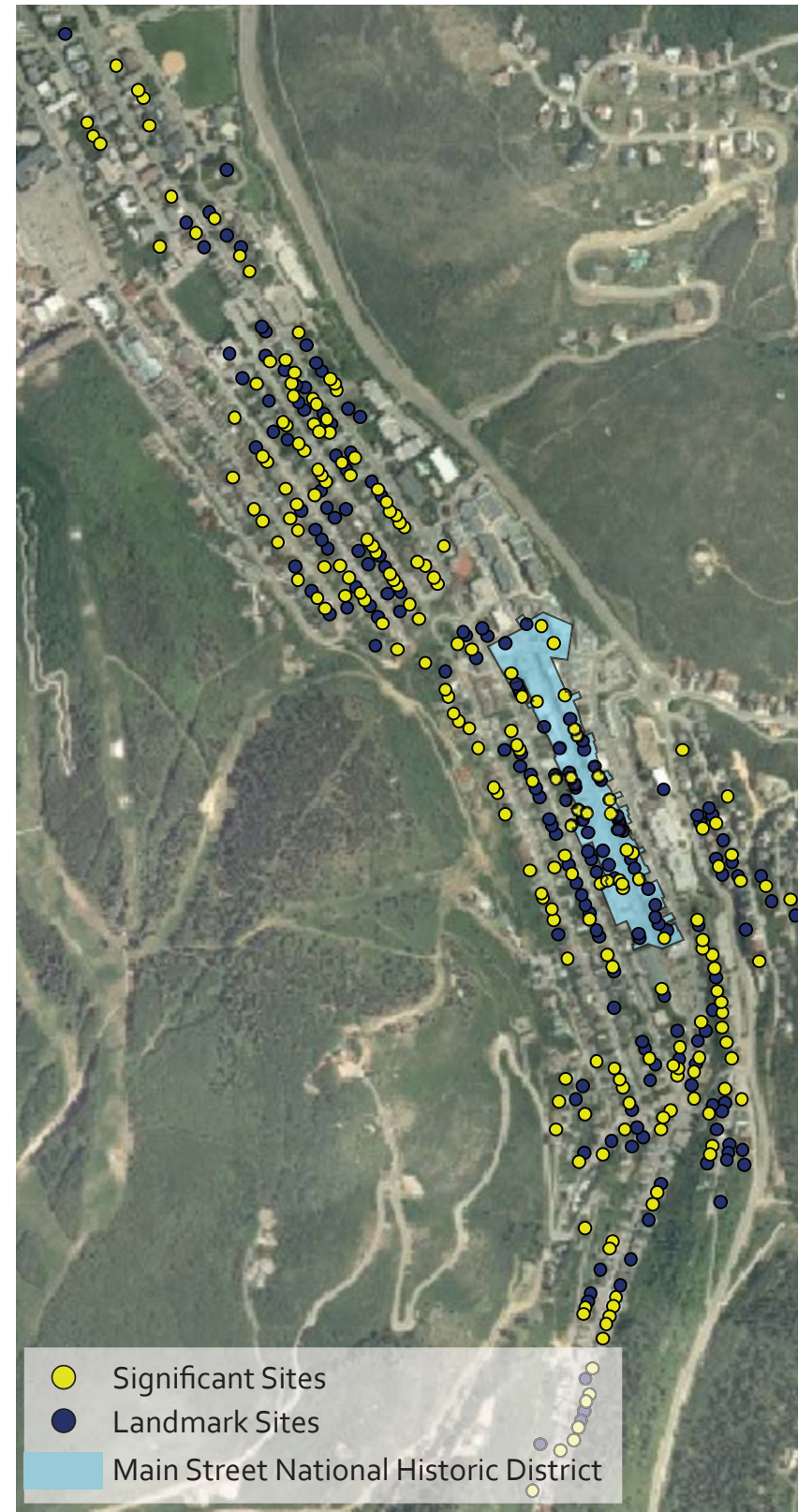
- 15.5** Expand the Park City Historic Sites Inventory to include historic resources that were built during the onset of the ski industry in Park City in an effort to preserve the unique built structures representative of this era.
- 15.6** Encourage pedestrian-oriented development to minimize the visual impacts of automobiles and parking on Historic Buildings and Streetscapes.
- 15.7** Periodically review newly constructed infill projects for suitability and compatibility of infill development within the Districts. Identify issues that threaten the aesthetic experience of the district and refine the Design Guidelines and/or LMC based on findings. The aesthetic experience should be measured from the pedestrian experience at street frontage. The influence of site design and architecture should be analyzed in the review.
- 15.8** Continue to update review criteria for development on steep slope to prevent incompatible mass and scale within the historic districts based on findings of periodic reviews.
- 15.9** Promote the Historic Preservation Board's Historic District Grant program, establish a revolving loan fund, and inform property owners of state and federal preservation tax credits.
- 15.10** Develop incentives to encourage adaptive reuse of historic resources.

Get expertise available to owners (staff, museum, etc.)

and implement additional tools which restrict parking in historic districts to limit residential parking.

City Implementation Strategies

- 15.11** Conduct annual training related to historic preservation and design regulations for staff, boards, design professionals, commissions, and the public + tours.
- 15.12** Create a self-guided walking tour of Landmark Structures within the local historic districts.
- 15.13** Restrict residential parking passes within the historic districts to limit the amount of on-street parking. Consider incentivized parking in public parking garages for full-time residents occupying historic structures with no on-site parking.
- 15.14** Require Park City Municipal Corporation to adopt a standard to consider adaptive reuse of historic resources prior to acquisition of new construction within the City.
- 15.15** Continue Historic Preservation Board annual award for exemplary historic preservation.
- 15.16** Implement a historic district public outreach program to promote available incentives (local, state, and federal) for owners of historic resources.
- 15.17** Implement a historic district public outreach program to promote available incentives (local, state, and federal) for owners of historic resources.



As of 2012:

-510 Historic Sites were identified on Park City's Historic Sites Inventory.

-In 2012, 245 Landmark Sites were in existence. Significant Sites have structures that are at least fifty years old, retain their essential historic form (as defined in the LMC), and are important in the history of Park City. In 2012, 265 Significant Sites were in existence.

HISTORIC CHARACTER

POLICY - Underground Parking in Old Town?

POLICY - Preserve Mining Structures at Resorts



GOAL 16 Maintain Main Street as the heart of the City for cultural tourism for visitors and residents alike.

Historic Main Street is the pride of Park City representing a rich history tied to the early 1900's mining influence. The City has taken a series of proactive historic preservation measures and strategies to capitalize on its cultural tourism. Over the past two decades, the economic success of the street combined with shop owners' desire to upgrade structures, has created unintended consequences of jeopardizing the integrity of Main Street's historic resources. Park City should implement incentives in concert with regulations to maintain and enhance the integrity of the Main Street National Register District and maintain its cultural tourism appeal.

Another important role for Main Street is to maintain a presence by local residents. Although Main Street has evolved into an arts, culture, and entertainment district supported by the tourism industry, there are still businesses and services attractive to local Parkites. Destinations such as the US Post Office, City Hall, the Egyptian



Theatre, the Kimball Arts Center and a handful of coffee/sandwich shops are local haunts. The restaurants along Main Street do a great job of attracting locals during the tourist off-season with special marketing. If Main Street is to remain the heart of Park City, it is important that public facilities and local-oriented businesses remain in the Main Street historic district. This is important to maintain the local pride in the District, continue reinvestment in the historic resources, as well as

to enhance the long term economic viability of the area. Where the locals go, the tourists will follow.

- Improve the integrity of the historic resources within the Main Street National Register Historic District to exemplify historic preservation efforts in a highly visible cultural tourism center.
- Maintain uses within Main Street that appeal to locals.

Principles

- 16A** Support “adaptive re-use” of buildings along Main Street through incentives to property owners and businesses.
- 16B** Limit uses within the first story of building along the frontage of the commercial district **on Main Street** that engage visitors and are inviting to the passing pedestrian.
- 16C** Utilize Main Street as **the a** backdrop/setting for cultural events, festivals, and celebrations.

Change quote to something more about Main Street

“We are a community, but don’t like to admit that we are also a product. Our economy is tourism-based and image is everything.”

Comment from resident during 2009 Community Visioning



Planning Strategies

- 16.1** Maintain and enhance the long term viability of the Historic District as a destination for residents and tourists by providing necessary public facilities, businesses with a diverse mixture of goods and services, comfortable public access, opportunities to linger, ~~activated~~ gathering areas, and cultural tourism attractions.
- 16.2** Create opportunities for affordable and attainable housing in ~~adjacent~~ neighborhoods ~~adjacent to Main Street~~ that support local businesses ~~catering to locals~~.
- 16.3** Educate business owners of the benefits of maintaining and preserving their historic structure, promoting the Historic District Grant Program, state and federal preservation tax credits, and other funding opportunities.
- 16.4** Work with Park City ~~HPCA Main Street~~ to address needs and concerns of local business owners ~~that can be addressed by the Planning Department~~.

Vision of Main Street

-HyettPalma 2008

A real, funky, and homey Downtown with mom and pop shops offering things you can't find elsewhere.

A Downtown that is comfortable, intriguing, and culturally stimulating -- where you can see and feel the community's rich history.

A fun, friendly, and vibrant Downtown located in a town of exceptional people.

A Downtown comprised of people who are bold, courageous, daring, and forward thinking --yet hospitable-- because the mountains demand this of us.

A Downtown that is down to earth, user-friendly, accessible, and diverse -- making it truly unique and exciting.

City Implementation Strategies

- 16.5** Support new services, attractions, and businesses along Main Street attract locals.
- 16.6** Identify funding options ~~to that~~ mitigate intrusions within the Main Street Historic District. Intrusions are components that do not contribute to the district's significance and because of their scale, size, design, and location they impact the integrity of the district as a whole.
- 16.7** Provide greater leadership in order to encourage greater collaboration between the City, businesses, and property owners.
- 16.8** Lead the cause to develop an overall, market-driven strategy for downtown by conducting a market analysis; creating a course of action to strengthen and retain existing businesses while attracting new ones; develop a stronger brand.
- 16.9** Create a new goal to strengthen vertical zoning



“We need to promote opportunities for businesses – when the affordability for new business owners dries up, this town will go away. “

Comment from resident during 2009 Community Visioning



EXPAND Adaptive Reuse by individuals

STRATEGY: Adaptive Reuse of Historic Resources

The purpose of the Good Neighbor Program, proposed by the Carter Administration in 1976 and affirmed by the Clinton Administration in 1997, was to encourage the Federal Government to reinvest and support central business areas. According to Executive Orders 12072 and 13006, Federal agencies must first consider locating in historic buildings within historic districts. If none exist, non-historic buildings within the historic district should be evaluated prior to existing structures outside of the historic district. Finally, if no property can meet its spatial needs, then the agency may consider properties elsewhere in the central business area. By locating and maintaining a presence downtown, Federal agencies support the vitality of central business areas as well as preserve the community's historic assets.

The Federal Government demonstrated its commitment to the National Historic Preservation Act (NHPA) by limiting the location of agencies to downtown and fostering constructive relationships with urban community leaders.



Better photo

Passed in 1966, the NHPA promotes the preservation of historic and archeological sites in the United States. Not only does the Federal Government set an example by acquiring and utilizing space in buildings of historical, architectural, or cultural significance in historic commercial downtowns, but they also set a local standard for historic preservation. The order also stated that the Federal Government must take steps to streamline their ability to establish and maintain a presence in historic districts, removing the rules

and regulations that deter Federal Agencies from locating in existing historic structures downtowns unless it is detrimental to human health and safety. Moreover, Executive Order 13006 focused on improving relationships and partnerships with States, local governments, Native American tribes, and other private organizations in order to encourage these parties to support historic preservation. The Federal Government set a standard through the Good Neighbor Program that promotes local governments and private

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entities to locate in historic downtowns, contributing to the overall health of commercial building area. Since its inception, the Good Neighbor Program has formed strong public-private partnerships in over fifty (50) cities in thirty-five (35) states. The Federal Government has paired national and local public resources in cities such as Portland, Oregon; Fort Worth, Texas;

and St. Louis, Missouri, to encourage government agencies to move from suburban areas into downtowns as well as renew existing leases. In some cases, the General Services Administration (GSA) has contracted with Business Improvement Districts (BIDs) to finance services and infrastructure improvements in these commercial business areas. These improvements,

as well as the presence of government agencies, has created additional business opportunities and contributed to the revitalization of commercial business areas.

STRATEGY: Influencing Streetscape Through Lot Sizes, Setbacks, and Parking

Historically, Park City's 25 foot by 75 foot Old Town lots were platted to accommodate a high density. Small mining cottages with accessory structures fit snug within these plats, allowing adequate spacing between structures while providing sufficient backyard spaces. The Sandborn Fire Maps of the early 20th century are documented proof of the early pattern of the original settlement of Park City.

21st century real estate demands and modern family necessities have threatened the historic urban fabric. To meet these demands, lot combinations have become common practice to accommodate larger residential structures and additions. The resulting incremental changes have caused increased adverse effects on the historic pattern and aesthetic of the Old Town neighborhood. Although there are many influencing factors to compatibility, lot combinations ~~is one~~ major influence that must be reassessed by the Planning Commission to create new regulations to prevent further negative impacts to the fabric of the neighborhood.

A number of steps could be taken by the City to limit the size of new developments and additions to preserve the historic development patterns found in Old Town, including the historic density, fabric, and integrity. There are two complimentary zoning tools to regulate future infill development to complement the existing historic building pattern (the fabric) of the neighborhood.

Regulatory Measures

~~Typically First,~~ lot combinations should be limited within existing blocks to respect the historic fabric of the block. For example, lot combinations in the Historic Residential (HR-1 and HR-2) districts could be limited to that which has historically existed in each block. In some areas of Old Town homes have traditionally been constructed over multiple lots, and often times Old Town lots are divided by ownership. In some blocks, a typical Old Town home might be built over one and half lots, while others span the width of two lots. New development on vacant lots within Old Town should be limited to

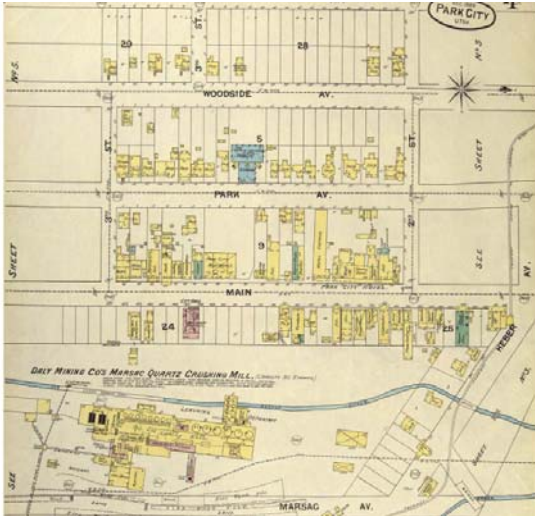


-Caption

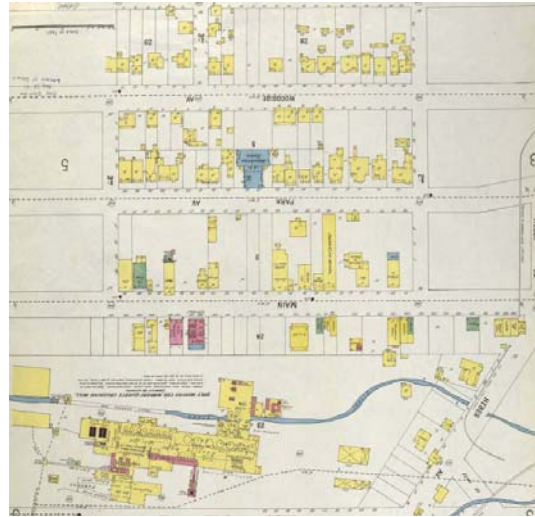
-Not to do

Take photo this way

single-lot development, or allowed ~~only~~ to combine lots to match the existing development pattern. In this case an average in each block should be demonstrated by the home builder to determine how many lots were traditionally been combined and built over in the past. Existing home owners wishing to combine lots should be limited to the same standards as described above, with exception for existing homes that straddle lots lines. Remnant parcels not straddling the property line and not within the required setback area, may be combined only if it can be demonstrated that the parcel is not



1889 Sanborn Fire Insurance Map



1900 Sanborn Fire Insurance Map



1907 Sanborn Fire Insurance Map



1929 Sanborn Fire Insurance Map



2012 Development Map

These historic Sanborn Fire Insurance maps show the progression of development along Woodside Avenue, Park Avenue, and Main Street from 1889 through 1929. In the past, small mining homes were built on narrow residential lots and commercial buildings grew up around Main Street. More recently, however, developmental pressures have led to lot combinations, substantial additions to our historic buildings, and expansive development on vacant lots.

buildable on its own (cannot meet minimum lot requirements).

Lots combinations within the Historic Residential-Low (HRL) District are encouraged due to the larger minimum lot size, but should also be treated much the same as previous suggested, where the average of each block is analyzed to determine the historic fabric and development patterns established.

Incentivizing Development on Single Lots

BROAD

As an incentive for new construction on vacant lots within the HR-1 and HR-2 Districts, the City should consider offering relief from two regulatory requirements. The first incentive is a reduction in the parking requirement from two (2) spaces to one (1) space. This would allow a property owner to construct a home with a one car garage without having to increase the setback from ten feet (10') to eighteen feet (18') to provide for a second parking space. ~~Another incentive to consider is exempting new construction on single-lots in the HR-1 and HR-2 Districts from the requirement for the ten foot (10') third story setback.~~ Both measures would allow builders to maximize the use of the single lot, achieving

the desired living spaces that the current market commands, while still meeting minimum setback and height requirements. To address increased parking demand on Old Town Streets, the City should consider implementing a paid parking permit system, and limit the number of permits for each address, thus encouraging more overnight parking within the China Bridge parking structure.

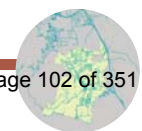
But

-need a smaller zoning allowance for HR-1 and HRL to encourage use/need for TDRs

-need to eliminate need for all the parking in Old Town



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STRATEGY: Defining Compatibility, Mass, Scale and Subordinate Design

com·pat·i·bil·i·ty

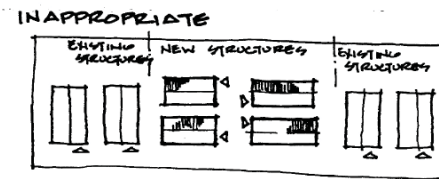
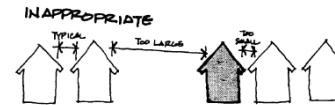
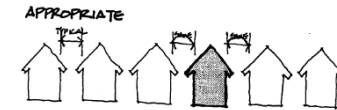
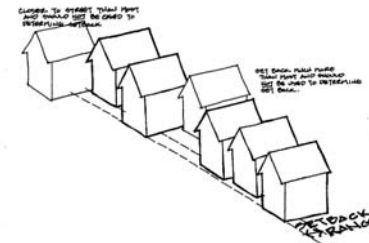
In historic preservation, compatibility refers to the relationship between new additions and infill and existing, historic structures. While new construction and additions should complement existing historic structures, they must also be seen as a product of their own time. Compatibility does not mean that new infill or additions must duplicate existing structures.

Why Does Compatibility Matter?

The Historic District as a whole should be perceived as a historic resource; however, this whole is comprised of significant parts. New construction and additions must contribute to the overall historic character of the neighborhood, rather than detract from it, in order to protect the historic integrity and coherence of the historic district. For this reason, design reviews are necessary to ensure that new construction and additions maintain the overall feel and composition of the neighborhood by taking a holistic design approach. While historic structures represent their era of significance, the district as a whole is not frozen in time. New construction is necessary to create ~~greater urban density,~~ **appropriate infill**, spur investment, and promote the economic vitality of the community.

Measuring Compatibility

The compatible design of new construction and additions creates a harmonious appearance along streetscapes and the district as a whole. Similarities between structures and designs



Green Box for all GOOD to better highlight

Red Box to better highlight

1 Rhythm of spacing of buildings on streets should follow the predominant pattern of historic buildings on the street



Why Red

2 The rhythm of entrances and/or porch projections should reinforce the established pattern along the street.



Why Red

3 Roofs of new buildings should be visually compatible with the roof shapes and orientation of surrounding Historic Sites.



X

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4 Floor level elevations should relate to the street grade and reinforce the neighborhood pattern.



5 The directional expression of front elevation should reinforce the overall pattern established in the streetscape.



6 Relationships of solids to voids on primary facades should be similar to those seen on Historic structures. + DISCUSS THIS WITH Jack!



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mass

Mass refers to the three-dimensional geometric composition of a building or the overall bulk of the structure. When designing new buildings or additions to existing historic buildings, the overall size and shape of new construction must be compatible to the historic context of the neighborhood. This can be achieved by minimizing the visual impact of the overall mass, form, and scale through breaks such as changes in wall plane or roof heights.

1 Massing and setbacks of new construction compliment and reinforce visual dominance of historic structure



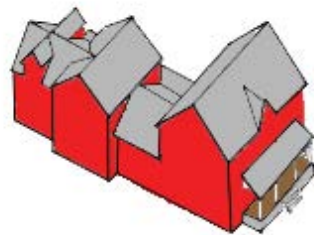
2 The mass of additions and modifications made to historic structures should be visually compatible with the historic structure.



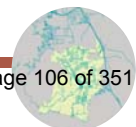
3 For larger additions, break up the massing of the addition into smaller modules that relate to the historic structure.



Off HS



X



scale

In architecture, scale refers to a certain proportionate size, extent, or degree, usually judged in relation to some standard or point of reference. Scale is a unifying factor in the design of new infill and additions within the historic district and helps maintain the visual consistency of the neighborhood. Moreover, scale is also used to describe windows, doors, porches, as well as building materials such as cladding and trim. These elements all contribute to the visual coherence of new and historic buildings within the historic neighborhood.



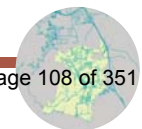
1 Mass, scale, and height of buildings should follow the predominant pattern of the neighborhood.



2 Proportion of facade elements should be compatible in scale, proportion, texture, and finish to those used on Historic Sites.



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sub-or-di-nate

Within historic preservation, subordinate design refers to additions or new construction that is visually contiguous to a historic structure, yet reinforces the visual dominance of the historic structure. While a smaller addition is visually preferable to achieve subordinate design, various design strategies can achieve subordinate design with increased size. Subordinate design can be achieved through the following 6 principles.

1 Simple design to prevent competition with primary facade.



2 Cornice Line & Upper Level Setbacks are consistent with the historic building.



3 New building is set back or a visual 'seam' is provided.



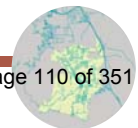
HISTORIC CHARACTER



4 Complementary street wall treatments.



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STRATEGY: Maintaining Property Values within Historic District Designations

With the restrictions placed on historic districts for limiting alterations, compatibility of additions, and prohibiting demolitions, the question often arises of whether or not owning property in a historic district is economically beneficial compared to owning property outside of a historic district. Fearing a loss of property rights, many owners within historic neighborhoods are opposed to being included in a locally or federally designated historic district. The question of value has been studied within many communities of the United States with consistent findings of higher valuations within historic districts.

In a 2007 study, Dr. Jonathan Mabry researched the difference in property values and rates of appreciation between historic districts and typical neighborhoods. Dr. Mabry found that the greatest impact on rates of property appreciation occur within federally listed historic districts that also have local designation.¹ Local designation typically results in a design review process, guidelines, and restrictions on

“Historic district designation typically increases residential property values by 5-35% per decade over the values in similar, undesignated neighborhoods.”⁵

property renovations, demolitions, and new construction. Further, Dr. Mabry notes that “between 1976 and 1996 in Georgia, assessed property values in districts with both local and national designations increased at a rate of 47% compared to 23% for properties in districts with only the national designation.” A second finding was that newer properties within historic districts benefit as much as the historic properties, in terms of appreciation. Moreover, studies conducted by economist Donovan D. Rypkema have shown that “property values within historic districts appreciate much faster than values in the community as a whole.”²

Historic district designation has a number of neighborhood benefits, including:

- Design review introduces certainty into the marketplace.³
- Increased participation by neighbors creates community involvement and protection of shared spaces from decline.
- Local historic district designation decreases investor uncertainty and insulates property values from wild swings in housing market.
- Ensured community involvement through required regulatory review of design modifications by historic commission.⁴

IS THIS
TRUE IN
PC?????

Preserving and retaining historic commercial structures downtown is vital to the community's economic health. Not only is the perceived economic health a positive reflection of municipal leadership, it also encourages private investment that contributes to neighborhood business districts.

— **Maintaining historic downtowns also safeguard the diversity of space and rent levels not found in other community business districts while providing space for small businesses and startups.**

Moreover, historic resources serve as a community asset for attracting heritage tourists who spend more and stay longer than the average U.S. traveler. Historic character is a leading factor in attracting visitors to small towns.

Many communities and states have studied the economic benefits of historic preservation to understand its impact on their region. In January 2013, the Utah Heritage Foundation began collaborating with the Washington-based PlaceEconomics consulting firm to research the direct and indirect benefits of historic preservation on state and local economies in Utah. This study will include the economic impacts of building renovations, property values within local historic districts, and

#37. It is seldom necessary to choose between new construction and historic preservation.

Historic preservation is often placed in the "either/or" trap: "Either we save those old buildings or we build nice new ones." Rarely, however, are those the only alternatives. In the cities with the finest historic structures and the strongest preservation protections--Charleston, Santa Fe, New York, San Francisco, Washington--new buildings are an important and wonderful part of the urban environment.

What that requires, however, is the willingness of local officials to make decisions. And decisions making sometimes means saying "no." A strong preservation policy doesn't mean a new building cannot be built. It does mean that it can't necessarily be put wherever the developer wants to put it.

A lot of new buildings have replaced historic properties when they could have been built a block away on vacant land.

-Atlanta developer Frank Howington

The preservation movement has given America a measure of its past. Buildings considered disposable 25 years ago would not automatically be recycled, as the preservation ethic in community building strengthens and grows.

--*Forum Journal*, "Preservation and the Public Realm"

--Excerpt from *The Economics of Historic Preservation: A Community Leader's Guide*

heritage tourism. Led by economist Donovan D. Rypkema, the study hopes to show that historic preservation is not

an additional cost, but an investment in our local communities.



STRATEGY: Historic Preservation Toolbox

Design Guidelines

Design Guidelines are an effective tool for retaining the character of a historic district. The guidelines provide direction of best practices for additions to historic buildings and infill development on vacant lots. Historic District Guidelines create guidance on maintaining the street scape, site design, building form, local vernacular, and compatible development. For instance, guidelines for the site design will suggest the appropriate location of front entryways, porches, driveway locations, and garages based on the historic pattern of development. The purpose for adopting guidelines is to ensure that the historic district is not overwhelmed by new development and the historic character of a place is preserved.



Historic Preservation Deed Restrictions, Restrictive Covenants, and Historic Preservation Easements

Deed restrictions and restrictive covenants are effective ways to protect historic sites. Legally, the two terms are basically the same, as both place legal restrictions on the use and activities that may or may not occur on the property. These restrictions are placed on a property voluntarily by the owner, attached to the deed, and affect subsequent owners for the duration stipulated in the restriction. A deed restriction is a condition placed into the deed of the property. Only neighboring properties are able to enforce deed restrictions, and may not even realize that such restrictions exist.

While this may sound similar to a preservation easement, there are some important differences, depending on the local real estate and property laws. An easement is a legally recognized form of property owned by a third party, therefore an easements offers more permanent protection, as a deed restriction can be eliminated by the



courts, or by the written consent of the neighboring property owners.

Most importantly, property owners placing a deed restriction on their property do not receive federal and state tax deductions, as they would with a preservation easement. Similarly, more complex, preservation easements provide greater, longer lasting protection of historic sites. Preservation easements must be held by a third party to verify compliance. A regulatory agency should not manage preservation easements due to the conflict of interest.

Transfer of Development Rights (TDRs)

Transfer of Development Rights (TDRs) is a way to redirect development rights away from the historic district toward neighborhoods where additional growth is complementary and desired. TDRs allow communities to influence future growth by creating sending zones (area to be protected from development) and receiving zones (areas to capture the development in the transfer). As a preservation tool, the air rights around and above historic sites can be transferred from the historic site to a receiving zone. This tool was first adopted by the City of New York in 1968 and upheld in the Landmark Preservation Case protecting the National Landmark Penn Station.



Financial Incentives Available in the State of Utah

Utah Heritage Foundation Revolving Loan Fund is for properties over 50 years old and preserved architectural integrity. Loans are for renovations and are given with interest at half the prime rate.

The ***UHF Preservation Easement Donation*** allows owners of national register-listed building to take charitable gift tax deduction on federal tax returns in return for a preservation easement on the Nationally Listed Structure. Value is based on development potential of the land which the building occupies. Easements govern the future use of the building to insure appropriateness for the historic site.

Utah State Historic Preservation Office State Tax Credit for Residential Properties provides tax credits for renovations of residential structures listed on national register within 3 years of start of project. The work must comply with the Secretary of the Interior's Standards for Rehabilitation and spend a minimum of \$10,000 over a period of 3 years. Tax credit for 20% of the total rehabilitation costs.

National Trust for Historic Preservation Utah Preservation Initiatives

Fund awards matching grants ranging from \$500 to \$10,000 for local governments and non-profits in preservation activities. Eligible activities include reuse feasibility, structural investigations, educational workshops, design guidelines, and other planning needs.

Park City Matching Grant

In 1987, the Park City Historic District Commission and City Council identified the preservation of Park City's historic resources as one of their highest priorities. The Grant Program has operated continuously since that time with the full support of subsequent City Councils and Preservation Boards. The grant provides a 50% match for preservation projects that provide a community benefit of preserving and enhancing the historic architecture of Park City in compliance with the Secretary of the Interior's Standards for Rehabilitation.

STRATEGY: Historic Preservation Toolbox

Federal Historic Preservation Tax Incentive

The Federal Government has created a 20% rehabilitation tax credit for rehabilitation of certified historic structures. The National Park Service (NPS) must approve, or “certify,” all rehabilitation projects seeking the 20% rehabilitation tax credit. A *certified rehabilitation* is a rehabilitation of a *certified historic structure* that is approved by the NPS as being consistent with the historic character of the property and, where applicable, the district in which it is located. The 20% rehabilitation tax credit equals 20% of the amount set in a certified rehabilitation of a certified historic structure. The certified historic structure must be listed individually in the National Register of Historic Places or as a building that is located in a registered historic district and certified by the National Park Service as contributing to the historic significance of that district. The National Parks Service acts on behalf of the Secretary of the Interior, in partnership with the State Historic Preservation Officer (SHPO).



The 1922 Fuller Paint Building at 400 West and 400 South in Salt Lake City has been rehabilitated as office space for Big D Construction using state historic tax credits.

Financial Incentives used by other cities in Utah:

Cedar City Lease Subsidy Program

– Two year program, first year rent subsidy is up to \$345 per month, second year rent subsidy is up to \$175 per month. Only ‘for profit’ business new to Downtown district are eligible.

Cedar City Tenant Façade Improvement Grants

– 80/20 grants for up to \$30,000 for facades to restore and/or rehabilitate downtown buildings. Must be located in downtown district with business on the ground floor.

Logan Welcome Home – Own in Logan

– Participants can get a grant of \$5,000 and an additional \$2,500 in matching funds. The subsidy does not have to be repaid if the house remains owner-occupied and the full amount is completely forgiven after 10 years. Must be a first time homebuyer with income below 80% AMI for Cache County.

Provo Residential Historic Preservation Loan

– Maximum loan for \$10,000 with an equal match to be provided by the applicant. Loan is a 0%, 15-year loan with payments beginning upon completion of the project. The project must be completed within 6 months with a possible 6 month extension. The home must be in a historic neighborhood and listed on the Provo City Landmarks Register, or the owner is willing to put it on the register as a condition of approval.

Salt Lake City High Performance Building Renovation Loans

– maximum amount of loan is for 50% of eligible hard costs. Amortization rate is a max period of 20 years with interest rates of 3% until applicant has proven LEED certification or ENERGY STAR rating for improvements. After verification, loan is re-amortized at a 0% rate on the current balance remaining.

“Between 2001 and 2011, this tax incentive [the federal historic tax credit] has worked (in some cases with our historic tax credit), to transform 63 formerly vacant or under-utilized historic buildings in Utah, totaling nearly \$200 million in project costs, at a cost of only \$31.5 million to federal tax payers. I can personally attest to the importance of this credit in making projects possible. Without it, historic rehabilitation projects that preserve Utah’s history while creating good paying, skilled jobs would simply not happen. It is hard to imagine downtown Salt Lake without the Market Street Grill, the Ken Garff Building, or the Big-D Headquarters. They should not be taken for granted. Without the credit to make the higher costs of historic rehabilitation feasible, these places could easily be rubble.”

--Kirk Huffaker,
Utah Heritage Foundation



STRATEGY: Historic Preservation Toolbox

Cultural-Heritage Tourism

Cultural-heritage tourism provides opportunities for visitors to experience the places, activities, and culture that characterize the people of the past and present. These natural, historic, and cultural resources contribute to the community's overall sense of place as well as its distinctive identity. As one of the fastest growing segments of the tourism industry, cultural-heritage tourism benefits the local economy through financial investment; however, cities must also ensure that increased tourism does not destroy the community's authentic character that attracts visitors. Great places to visit are great places to live, and so it is necessary that cities balance the needs of both tourists and residents in order to maintain and improve the region's quality of life.

Each community has a unique identity and sense of place comprised of its natural, historic, and cultural resources. Visitors are drawn to Park City not only for our world class ski resorts and year-

round recreational opportunities, but also for the scenic beauty of our natural landscapes. The preservation of our mining-era structures, honored in our National Register-listed Old Town and Historic Main Street, gives Park City its unique identity. Park City's reputation as a world-renowned arts community is further emphasized by the quality and diversity of our fine, performing, and culinary arts. Furthermore, annual festivals and events enliven the spirit of Park City by celebrating the work of local artists, musicians, and craftsmen.

As a resort community, Park City's economy is dependent on cultural-heritage tourism. Seventy-eight percent of today's travelers are considered cultural heritage visitors (CHV), and these visitors travel greater distances to their destinations, stay longer, and invest more dollars in the local economy than traditional tourists.¹ Cultural-heritage tourism supports a sustainable economy by creating seasonal and non-seasonal employment, fostering opportunities for local business development, and diversifying local

industry. Increased property values and the higher cost of goods and services in a resort economy increases tax revenues for the City, allowing these revenues to be reinvested to the benefit of both residents and visitors. While cultural heritage tourism can have a positive impact on the local economy, it is also vital that the City mitigate the adverse effects of tourism in order to maintain a high quality of life for residents.

Cultural-heritage tourism provides a unique sense of place that contributes to the City's overall quality of life. As individuals have greater opportunities to live and work where they choose, rather than live where they work, it is essential that cities provide opportunities for living, playing, working, and investing. Park City's mix of culture, arts, and year-round recreational opportunities give the City a distinctive feel that attracts business, creates job opportunities, and heightens the community's overall quality of life and identity. As sense of place becomes more significant than ever before, the distinctive identity of a city contributes to its ability to attract a diverse population of full and part-time residents, as well as visitors. This diversity fosters the retention of full-time residents.



Cultural-heritage tourism is an integral part of Park City's sense of place, resort atmosphere, and tourism-based economy. By preserving our natural, historic, and cultural resources, Park City has created a unique sense of place that lends itself to cultural-heritage tourism as well as attracting new full

and part-time residents. From our cultural institutions to seasonal festivals, the amenities of living in a resort town ensure a high quality of life for Parkites. Moreover, our tourism-based economy supports seasonal job creation, fosters the development of small business, and increases local property values. Cultural-

heritage tourism has had a positive impact on Park City, contributing to the revitalization of Main Street and the overall resurgence of our town.

Proposed General Plan Schedule

			Reference pages
Joint PC/CC Meeting	Policy Issues	9/4/2013	
PC Public Hearing	Kick Off - Exec Summary & Small Town	9/11/2013	93-114; 175-200
PC Public Hearing	Sense of Community	9/25/2013	131-164; 237-288
PC Public Hearing	Natural Setting	10/9/2013	115-130; 201-236
PC Public Hearing	Historic Character	10/23/2013	185-174; 289-310
PC Public Hearing	Neighborhoods & Recommendation to CC	11/6/2013	312-430
CC Work session	Introduction - Executive Summary	11/14/2013	
CC Public Hearing	Values, Goals, Strategies	11/21/2013	
CC Public Hearing	Final Draft Distribution	12/5/2013	
CC Public Hearing	Action - Vote on GP	12/12/2013	

Dated 8/26/13

GENERAL PLAN TASK FORCE – POLICY ISSUES LIST

SMALL TOWN - GOAL 1

1. While Park City could choose to encourage growth to occur outward, into the undeveloped lands surrounding the City, we support higher densities in town, so that we can preserve open space and the natural setting in and around Park City. Increased infill; impact on existing neighborhoods-allow only where offsets development pressure elsewhere and there is available infrastructure/capacity to handle traffic. Possible TDR agreements/programs with both counties.
2. Additional annexation discouraged or encouraged? Expand annexation policy declaration boundaries? To protect undeveloped land?
3. Increase opportunities for local food production within City limits.
4. Continue to provide necessary commercial and light industrial services within the City limits by allowing a range of commercial uses within city limits, including industrial uses in appropriate areas.
5. Require a range of lots sizes and housing density within new subdivisions in primary residential neighborhoods v keeping additional infill where compliments the existing patterns of subdivision.
6. Additional accessory uses/apartments in residential?

GOAL 2

7. Are we trying to limit growth to existing development nodes? If so, have we identified the appropriate locations?
8. Should the City let the resorts and/or Wasatch Front lead interconnect planning or take a proactive posture/policy position? Is a collaboration posture strong enough to keep Park City Park City?
9. Should the GP prioritize issues within each regional partner/county?

GOAL 3

10. Can we have a standardized Streets Master Plan or are we really an “it depends” decision-maker?
11. Complete streets v. affirmatively favor narrow roads?
12. Parking and reduced single vehicle policies. How reduce parking on-site while addressing future seasonal uses and equity of those held to standard? Impact fee issues v limiting use v. requiring additional non-traditional improvements?
13. Are we prepared for culture shift to have additional parking and enforcement priorities necessary to truly effect behavior?
14. Is the private sector adequately addressing airport transportation?
15. Impact on existing residential if introduce grid/east west connections to resorts?

GOAL 4

16. 4D- How balance needs for parking, restrooms, shade and other recreation facilities?
17. Should open space and recreation have different goals- reflect pending policy decision re restrictions and conservation easements?

GOAL 5

18. What is purpose of max house sizes in all zones versus regulating floor area?
19. How define local agriculture and regulate?
20. Can we better define a higher obligation to mitigate high impacts of tourist economy v false goal of sustainability?
21. Do we want to discourage day visitation and air travel?

GOAL 6 (several repeat from above re farm and agriculture)- water issues with increasing density in Goal 1.

GOAL 7

22. Increase diversity of housing stock within primary residential neighborhoods to maintain majority of occupancy by fulltime residents. Existing CCR conflicts if eliminate minimum house sizes.
23. Adjust nightly rental restrictions- eliminate or expand?
24. Should the City/RDA have a role in incentivizing/subsidizing retrofits of existing residential housing?

GOAL 8

25. Is focus on "workforce" or primary residents/children? Seasonal v year-round. Ref existing plan and inventories.
26. Can some opportunities in counties be win/win re their economic development and not just PC pushing problem on them?
27. Different standards/fees? If on-site?
28. Allow/expand capability of land dedication in lieu of construction of units?

GOAL 9

29. Transit a priority/practical? Qualify with per person cost? Or affirmatively subsidize or effectively prioritize over other core services
30. Address lighting issues?
31. Inherent conflict between residential use and visitor addressed?

GOAL 10

32. Is this or Goal 9 a higher priority?
33. Is percentage in Quinns plan working? Need adjustment? Work for all facilities?

34. Do we still want more events all year long?

GOAL 11

35. Are we promoting Main Street separate from Historic Park City?

GOAL 12

36. Discourage national commercial retail chains.

37. Does residential in existing commercial limit future commercial in the area in which it was originally intended?

GOAL 13

38. How define live street performances and how regulate without impacting parking and brick and mortar? Impacts on solicitation?

39. Food trucks and carts?

GOAL 14

40. Does goal capture need to balance protections and sustainability with need for flexibility and adaptability to also remain sustainable?

41. Commitment to traffic standard?

GOAL 15

42. Require architect or landscape architect on all Historic District applications?

43. Better to acknowledge conflicts in build out between mass and scale versus "maintain context and scale"?

44. Districts v resources? Same priority?

45. PCMC to consider adaptive reuse prior to building new facilities? 15.14

46. Expand the Park City Historic Sites Inventory to include historic resources that were built during the onset of the ski industry in Park City in an effort to preserve the unique built structures representative of this era.

47. Limit parking exemption for expansions?

48. Lot combo policy v larger structures.

GOAL 16

49. What is policy re: parking on commercial levels?

50. Policy of Swede Alley

51. Limits on Events?

Planning Commission Staff Report



Subject: Second Amendment to Silver Baron Lodge at Deer Valley Phase II condominium plat amending CU-2, CU-13, and CU-18, located at 2880 Deer Valley Drive East

Authors: Christy J. Alexander, Planner II

Date: October 23, 2013

Type of Item: Administrative – Condominium Record of Survey Amendment

Project Number: PL-13-02054

Summary Recommendations

Staff recommends the Planning Commission hold a public hearing and consider forwarding a positive recommendation to the City Council for the Second Amendment to Silver Baron Lodge at Deer Valley Phase II condominium plat amending CU-2, CU-13, and CU-18 based on the findings of fact, conclusions of law and conditions of approval as stated in the draft ordinance.

Description

Applicant: Mary Ann Empey, representative of owner and HOA

Location: 2880 Deer Valley Drive East

Zoning: Estate (E) as part of the Deer Valley MPD

Adjacent Land Uses: Silver Baron Lodge Condominium units, ski terrain of Deer Valley Resort, single family homes.

Reason for Review: Plat amendments require Planning Commission review and City Council approval.

Proposal

The applicant is requesting to amend the existing Silver Baron Lodge Phase II record of survey plat for CU-2, CU-13, and CU-18 (Exhibit A). These units are designated as commercial units and have been used for commercial uses (Exhibit C). The developer intended to build out CU-18 as a gym, CU-13 was intended to be a spa, and CU-2 was intended to be used as a real estate desk, but they were never built out as intended. None of the spaces have been used commercially to date. The amendment is a request to change these three commercial spaces to common area. These spaces were originally owned by the developer and were foreclosed upon due to delinquent taxes. The three spaces were conveyed to the HOA. The Silver Baron HOA paid the back taxes. The footprints of the units will not change and will be used by the HOA as community rooms and space to serve their guests a complimentary breakfast. No additional parking is required and the HOA intends to continue using the existing 75 parking spaces for residents

Background

On September 3, 2013, the owner submitted an application for an amended record of survey for the Silver Baron Lodge Phase II condominiums. The applicant wishes to amend the plat to amend those three commercial spaces to common area. These spaces were originally owned by the developer and were foreclosed upon due to delinquent taxes. The three spaces were conveyed to the HOA. The Silver Baron HOA paid the back taxes. The HOA does not need these spaces for commercial area and has updated the Silver Baron HOA by-laws to reflect the space as common area. The amended declaration was recorded on May 14, 2013 (Exhibit D).

The Silver Baron Lodge Phase II plat was approved by City Council on September 14, 2006 and recorded at Summit County on June 1, 2007. Silver Baron Lodge Phase II plat was first amended on April 7, 2011 and recorded at the County on April 15, 2011. The first amendment transferred one unit of density from the Snow Park Village area to the Silver Baron Lodge to accommodate one unit of density creating the 50th unit which is reflected in the amended plat.

Silver Baron Lodge is subject to the 11th Amended Deer Valley Master Plan Development (DVMPD) that allows 50 units for Silver Baron Lodge. There are 50 existing Silver Baron Lodge units and the proposed amendments do not create additional units. Within the DVMPD, a developer can utilize either the City's Unit Equivalent (UE) formula of 2,000 square feet per or develop the allowed number of units without a stipulated unit size. Silver Baron Lodge was approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75).

The proposed amendment does not change the number of residential units. Exterior changes are not proposed. No additional parking is required.

Analysis

The zoning for the Silver Baron Lodge within the Deer Valley MPD is Estate (E). The area was not part of the original Deer Valley MPD that was zoned RD-MPD during the approval of that Master Planned Development. The Estate area of Silver Baron Lodge was included in the Deer Valley MPD during the approval process for the Silver Baron Lodge Condominiums. Three of the total twenty commercial units are being converted from commercial to common use. The total square footage of the three units being converted is 4,286 square feet. The property is subject to the following criteria:

	Permitted through MPD/CUP	Proposed
Height	35' + an additional 5' for a pitched roof	No changes are proposed.
Setbacks	Per the record of survey plat.	No changes are proposed.
Units/ UE	50 units	No changes are proposed.
Parking	1.5 spaces/unit	No changes are proposed.

Good Cause

Planning Staff finds that there is good cause for this record of survey amendment to reflect the as-built conditions and allow the owner to utilize the existing commercial units

CU-2, CU-13, and CU-18 as common area without increasing the building footprint or parking requirements, consistent with provisions of the Deer Valley MPD. Staff finds that the plat will not cause undo harm to adjacent property owners and all requirements of the Land Management Code for any future development can be met.

Department Review

This project has gone through an interdepartmental review. There were no issues raised by any of the departments regarding this proposal that have not been addressed by the conditions of approval.

Notice

The property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was also published in the Park Record and on the public notice website in accordance with the requirements of the LMC.

Public Input

Staff has not received public input on this application at the time of this report.

Process

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC 1-18. A Building Permit is publicly noticed by posting of the permit.

Alternatives

- The Planning Commission may recommend for approval the Second Amended Silver Baron Lodge Phase II record of survey plat for CU-2, CU-13, and CU-18 as conditioned or amended; or
- The Planning Commission may recommend denial of the Second Amended Silver Baron Lodge Phase II record of survey plat and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Second Amended Silver Baron Lodge Phase II record of survey plat to a date certain and provide direction to the applicant and/or staff to provide additional information necessary to make a decision on this item.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

These units will not be identified as common areas and will remain as commercial area. These units will not be considered to be part of HOA for the common use of CU-2, CU-13 & CU-18 and will be owned by the HOA as saleable or leasable commercial spaces.

Recommendation

Staff recommends the Planning Commission hold a public hearing, consider input and consider forwarding a positive recommendation to City Council for the Second Amendment to Silver Baron Lodge Phase II amended condominium plat for CU-2, CU-

13, and CU-18, based on the findings of fact, conclusions of law and conditions of approval as stated in the draft ordinance.

Exhibits

Ordinance

Exhibit A - Amended plat

Exhibit B - Existing plats

Exhibit C - Interior photos

Exhibit D – Amended and Restated Declaration of Condominium

Ordinance No. 13-

AN ORDINANCE APPROVING THE SECOND AMENDMENT TO SILVER BARON LODGE PHASE II CONDOMINIUMS FOR CU-2, CU-13 AND CU-18, LOCATED AT 2880 DEER VALLEY DRIVE EAST, PARK CITY, UTAH.

WHEREAS, the owner of the property known as the Silver Baron Lodge Phase II condominiums, has petitioned the City Council for approval of a request for an amendment to the record of survey plat to designate the commercial units CU-2, CU-13, and CU-18 as common area; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on October 23, 2013, to receive input on the amended record of survey plat;

WHEREAS, the Planning Commission, on October 23, 2013, forwarded a recommendation to the City Council; and,

WHEREAS, on November ____, 2013, the City Council held a public hearing on the amended record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Second Amendment to Silver Baron Lodge Phase II record of survey plat to reflect as-built conditions and allow the owner to utilize units CU-2, CU-13, and CU-18 as common area without increasing the building footprint or parking requirements, consistent with provisions of the Deer Valley MPD, as amended (11th Amended MPD).

WHEREAS, Staff finds that the plat will not cause undo harm to adjacent property owners and all requirements of the Land Management Code for any future development can be met.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Second Amendment to Silver Baron Lodge Phase II condominium record of survey plat, as shown in Exhibit A, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 2880 Deer Valley Drive.
2. The property is located within the Estate (E) zone and is subject to the Eleventh Amended Deer Valley MPD (DVMPD).

3. Within the DVMPD, a project can utilize either the City's Unit Equivalent (UE) formula of 2,000 square feet per UE or develop the allowed number of units without a stipulated unit size.
4. A total of 50 units were constructed with a Unit Equivalent density of 42.75 UE allowed per the Eleventh Amended Deer Valley MPD.. The Silver Baron Lodge parcels are all included in the 11th Amended Deer Valley Master plan and are developed using the LMC Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75).
5. Silver Baron Lodge Phase II record of survey plat was approved by City Council on September 14, 2006 and recorded at Summit County on June 1, 2007. Silver Baron Lodge Phase II plat was first amended on April 7, 2011 and recorded at the County on April 15, 2011.
6. On September 3, 2013, a complete application was submitted to the Planning Department for the second amendment to the Silver Baron Lodge Phase II record of survey plat to convert Units CU-2, CU-13, and CU-18 from commercial units to common area..
7. The total square footage of the three units being converted to common area is 4,286 square feet.
8. The existing commercial units are located within the existing building footprint and there is no increase in the footprint for this building.
9. The plat amendment does not increase the parking requirements for these units.
10. The HOA received 76.432% approval to convert these three commercial units to common space.
11. The findings in the analysis section are incorporated herein.

Conclusions of Law:

1. There is good cause for this amendment to the record of survey.
2. The amended record of survey plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. The amended record of survey plat is consistent with the 11th Amended and Restated Deer Valley Master Planned Development.
4. Neither the public nor any person will be materially injured by the proposed record of survey amendment.
5. Approval of the record of survey amendment, subject to the conditions of approval, will not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended record of survey plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the record of survey.
2. The applicant will record the amended record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the record of survey will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. All conditions of approval of the Silver Baron Lodge Condominium record of survey plats as amended shall continue to apply.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ___ day of November, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

City Recorder's Office

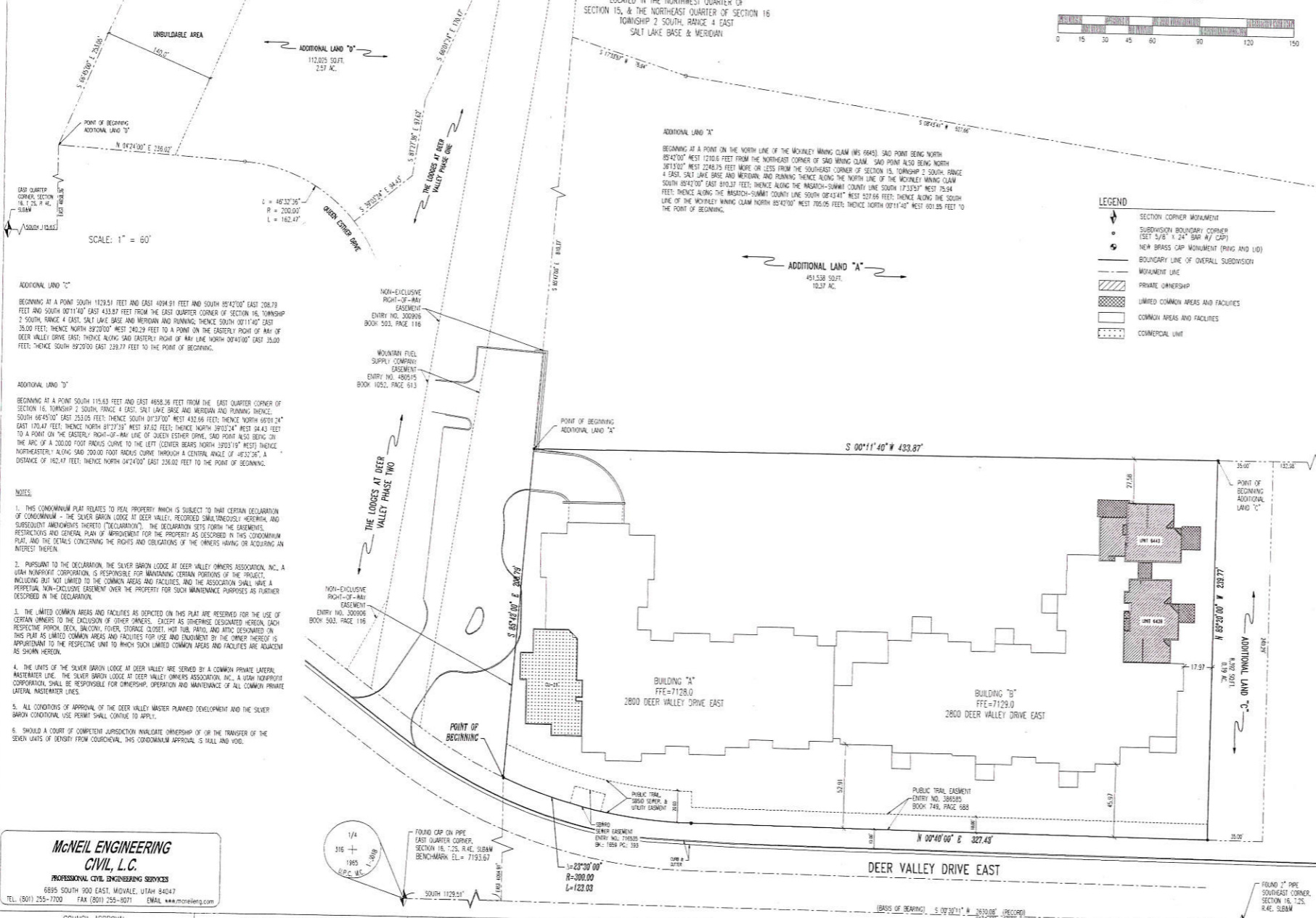
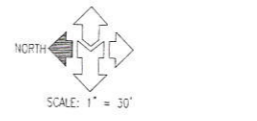
APPROVED AS TO FORM:

Mark Harrington, City Attorney

EXHIBIT A

THE SILVER BARON LODGE AT DEER VALLEY

AMENDING CU-2, CU-13, CU-18 AND AMENDING UNIT 6111 SILVER BARON LODGE PHASE I AND UNITS 6339, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE SILVER BARON LODGE PHASE II AN EXPANDABLE UTAH CONDOMINIUM PROJECT



ADDITIONAL LAND "C"
 BEGINNING AT A POINT SOUTH 1129.51 FEET AND EAST 4094.91 FEET AND SOUTH 8542.00" EAST 208.79 FEET AND SOUTH 8071.40" EAST 433.87 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND PLANNING; THENCE SOUTH 8542.00" EAST 208.79 FEET; THENCE SOUTH 8071.40" EAST 433.87 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DEER VALLEY DRIVE EAST; THENCE ALONG SAID EASTERN RIGHT-OF-WAY LINE NORTH 0740.00" EAST 35.00 FEET; THENCE NORTH 8920.00" WEST 240.29 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF DEER VALLEY DRIVE EAST; THENCE ALONG SAID EASTERN RIGHT-OF-WAY LINE NORTH 0740.00" EAST 35.00 FEET; THENCE SOUTH 8920.00" EAST 239.77 FEET TO THE POINT OF BEGINNING.

- NOTES:**
1. THIS CONDOMINIUM PLAN RELATES TO REAL PROPERTY WHICH IS SUBJECT TO THAT CERTAIN DECLARATION OF CONDOMINIUM - THE SILVER BARON LODGE AT DEER VALLEY, RECORDED SIMULTANEOUSLY HERETO, AND SUBSEQUENT AMENDMENTS THERETO ("DECLARATION"). THE DECLARATION SETS FORTH THE EASEMENTS, RESTRICTIONS AND GENERAL PLAN OF IMPROVEMENT FOR THE PROPERTY AS DESCRIBED IN THIS CONDOMINIUM PLAN, AND THE TERMS CONCERNING THE RIGHTS AND OBLIGATIONS OF THE OWNERS HAVING OR ACQUIRING AN INTEREST THEREIN.
 2. PURSUANT TO THE DECLARATION, THE SILVER BARON LODGE AT DEER VALLEY OWNERS ASSOCIATION, INC., A UTAH NON-PROFIT CORPORATION, IS RESPONSIBLE FOR MAINTAINING CERTAIN PORTIONS OF THE PROJECT, INCLUDING BUT NOT LIMITED TO THE COMMON AREAS AND FACILITIES, AND THE ASSOCIATION SHALL HAVE A PERPETUAL NON-EXCLUSIVE EASEMENT OVER THE PROPERTY FOR SUCH MAINTENANCE PURPOSES AS FURTHER DESCRIBED IN THE DECLARATION.
 3. THE LIMITED COMMON AREAS AND FACILITIES AS SHOWN ON THIS PLAN ARE RESERVED FOR THE USE OF CERTAIN OWNERS TO THE EXCLUSION OF OTHER OWNERS, EXCEPT AS OTHERWISE DESIGNATED HEREON. EACH RESPECTIVE PORCH, DECK, BALCONY, FLOOR, STORAGE CLOSET, HOT TUB, PATIO, AND ARCH DESIGNATED ON THIS PLAN AS LIMITED COMMON AREAS AND FACILITIES FOR USE AND ENJOYMENT BY THE OWNER THEREOF IS APPURTENANT TO THE RESPECTIVE UNIT TO WHICH SUCH LIMITED COMMON AREAS AND FACILITIES ARE DESIGNATED AS SHOWN HEREON.
 4. THE UNITS OF THE SILVER BARON LODGE AT DEER VALLEY ARE SERVED BY A COMMON PRIVATE LATERAL MASTERMETER LINE. THE SILVER BARON LODGE AT DEER VALLEY OWNERS ASSOCIATION, INC., A UTAH NON-PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR OWNERSHIP, OPERATION AND MAINTENANCE OF ALL COMMON PRIVATE LATERAL MASTERMETER LINES.
 5. ALL CONDITIONS OF APPROVAL OF THE DEER VALLEY MASTER PLANNED DEVELOPMENT AND THE SILVER BARON CONDOMINIUM USE PERMIT SHALL CONTINUE TO APPLY.
 6. SHOULD A COURT OF COMPETENT JURISDICTION INVALIDATE OWNERSHIP OF OR THE TRANSFER OF THE SEVEN UNITS OF DEER VALLEY FROM COORDINATE, THIS CONDOMINIUM APPROVAL IS NULL AND VOID.

McNEIL ENGINEERING CIVIL, L.C.
 PROFESSIONAL CIVIL ENGINEERING SERVICES
 6885 SOUTH 700 EAST, MIDVALE, UTAH 84047
 TEL: (801) 255-7100 FAX: (801) 255-9071 EMAIL: www.mcneileng.com

<p>COUNCIL APPROVAL APPROVED BY THE PARK CITY COUNCIL ON THIS 14TH DAY OF SEPTEMBER A.D., 2006</p> <p>PARK CITY MAYOR _____</p>	<p>PARK CITY PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 23RD DAY OF AUGUST A.D., 2006</p> <p>CHIEFMAN _____</p>	<p>SANDVILLE BASIN WATER RECLAMATION DISTRICT APPROVAL REVIEWED FOR CONFORMANCE TO SANDVILLE BASIN WATER RECLAMATION IMPROVEMENT DISTRICT STANDARDS ON THIS _____ DAY OF _____ A.D., 20____</p> <p>S.B.W.R.D. _____</p>	<p>PARK CITY ENGINEER I, _____ PARK CITY ENGINEER HEREBY CERTIFY THAT THIS PLAN HAS BEEN EXAMINED BY THIS OFFICE AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.</p> <p>DATE _____ CITY ENGINEER _____</p>
<p>APPROVAL AS TO FORM APPROVED AS TO FORM ON THIS _____ A.D., 20____</p> <p>PARK CITY ATTORNEY _____</p>		<p>CERTIFICATE OF ATTEST I CERTIFY THIS CONDOMINIUM PLAN WAS APPROVED BY THE PARK CITY COUNCIL THIS ON THIS 14TH DAY OF SEPTEMBER A.D., 2006</p> <p>BY _____ PARK CITY RECORDER _____</p>	

SURVEYOR'S CERTIFICATE
 I, DAVID B. DRAPER DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 86234, AS PROVIDED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT AT THE REQUEST OF THE OWNERS OF THE BELOW DESCRIBED LAND, I PERFORMED A SURVEY OF SAID LAND THAT THE DESCRIPTION BELOW ESPECIALLY DESCRIBES THE RESIDENTIAL DEVELOPMENT OF THIS CONDOMINIUM AND THAT THIS PLAN, CONSISTING OF 4 SHEETS IS ACCURATE AND COMPLES WITH THE PROVISIONS OF SECTION 31-4-1(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE REFERENCE MARKERS SHOWN ON THIS PLAN ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO REPEAL OR REESTABLISH THIS SURVEY.

BOUNDARY DESCRIPTION
 BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY OF DEER VALLEY DRIVE EAST, SAID POINT BEING SOUTH 1129.51 FEET AND EAST 4094.91 FEET FROM THE EAST QUARTER CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN AND PLANNING; THENCE SOUTH 8542.00" EAST 208.79 FEET; THENCE SOUTH 8071.40" EAST 433.87 FEET; THENCE NORTH 8920.00" WEST 239.77 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY OF DEER VALLEY DRIVE EAST; THENCE ALONG SAID EASTERN RIGHT-OF-WAY LINE NORTH 0740.00" EAST 327.43 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 8920.00" EAST) THROUGH A CENTRAL ANGLE OF 23.5000", A DISTANCE OF 123.03 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS: 2.372 AC.
 DATE: _____ DAVID B. DRAPER, P.L.S.
 LICENSE NO. 8661599

OWNER'S DECLARATION
 KNOW ALL MEN BY THESE PRESENTS, that the undersigned Silver Baron Partners, L.L.C., a Utah limited liability company, is the fee simple owner of the herein described tract of land and consents to the recordation of this Record of Survey Map in accordance with Utah Code Annotated §57-9-12, subdividing the land into condominium ownership, and creating units, common areas and facilities, limited common areas and facilities, convertible land, additional land, and easements, all as set forth herein, to be known as

THE SILVER BARON LODGE AT DEER VALLEY

AMENDING CU-2, CU-13, CU-18 AND AMENDING UNIT 6111 SILVER BARON LODGE PHASE I AND UNITS 6339, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE SILVER BARON LODGE PHASE II

Also the undersigned declares to Park City Municipal Corporation, Sandville Basin Water Reclamation District, Park City Fire Protection District, and Summit County, any non-exclusive utility easements shown on this Record of Survey Map for the purpose of providing utility service to the property and the installation, use, maintenance, and eventual replacement of utilities. The owner further certifies that buildings shown on this plan are, when completed, be substantially as shown on the plan.

SILVER BARON PARTNERS, L.L.C., a Utah limited liability company.
 By: F. LYNN PADAN
 Its Manager

ACKNOWLEDGMENT
 STATE OF UTAH } S.S.
 Summit County }
 On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary Public, in and for said County of Summit County in said State of Utah, who being by me duly sworn, acknowledge to me that he signed the foregoing Consent to Dedicate on behalf of _____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
 RESIDING IN SUMMIT COUNTY

CONSENT TO RECORD AND SUBORDINATION
 The undersigned U.S. Bank National Association is the holder of a Deed of Trust dated July 26, 2006, and recorded July 28, 2006, as Entry No. 785141, in Book 1805, beginning at Page 1119 of the official records of Summit County, Utah, together with related loan documents (collectively "Loan Documents") which constitute liens of record against the property to this Record of Survey Map. U.S. Bank National Association hereby subordinates the liens and encumbrances of the Loan Documents to this Record of Survey Map and to the rights of the owners as set forth in the Declaration of Condominium for THE SILVER BARON LODGE AT DEER VALLEY-PHASE II and consents to the recordation of this Record of Survey Map.

By: _____
 U.S. Bank National Association

ACKNOWLEDGMENT
 STATE OF UTAH } S.S.
 Summit County }
 On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary Public, in and for said County of Summit County in said State of Utah, who being by me duly sworn, acknowledge to me that he signed the foregoing Consent to Dedicate on behalf of _____

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC
 RESIDING IN SALT LAKE COUNTY

RECORD OF SURVEY MAP
THE SILVER BARON LODGE AT DEER VALLEY
 AMENDING CU-2, CU-13, CU-18 AND AMENDING UNIT 6111 SILVER BARON LODGE PHASE I AND UNITS 6339, 6439, 6443 AND LEVEL 4 CONVERTIBLE SPACE SILVER BARON LODGE PHASE II AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, & THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

RECORDED
 SEP 03 2013
 PARK CITY PLANNING DEPT.
 SHEET # 4

RECORDED # _____
 STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____
 BOOK _____ PAGE _____ DATE _____ TIME _____
 FEE \$ _____ SUMMIT COUNTY RECORDER _____

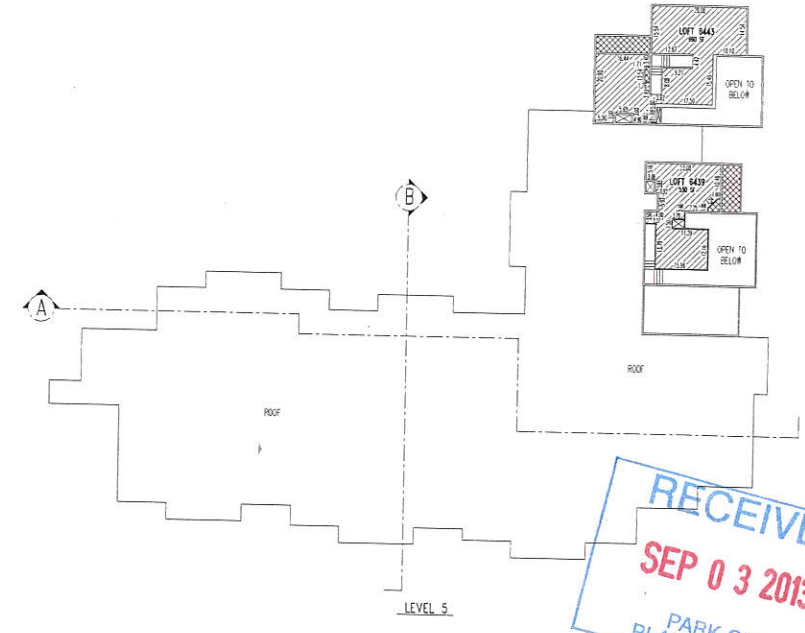
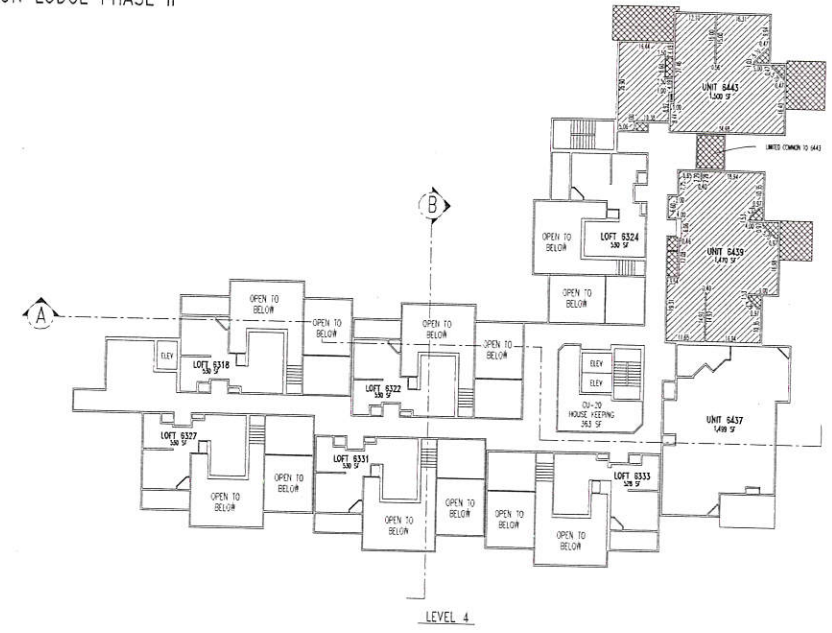
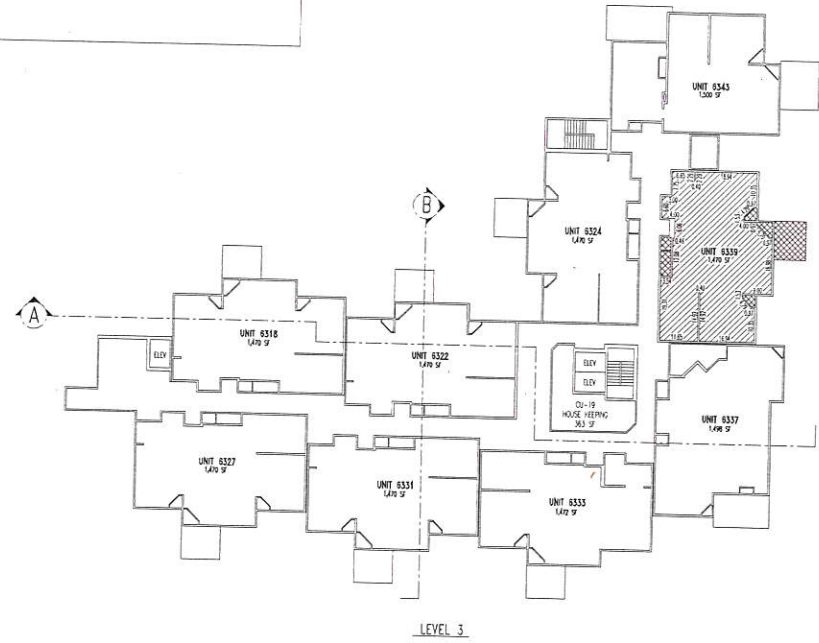
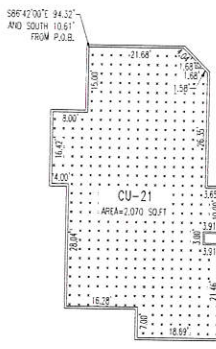
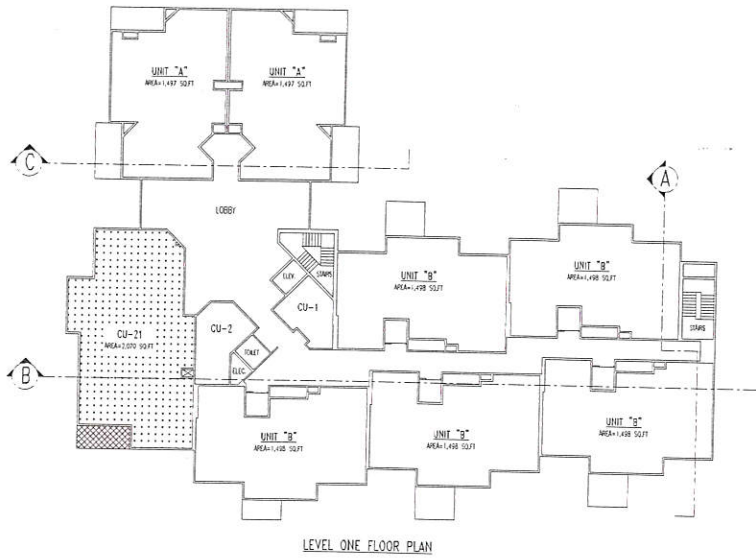
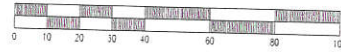
THE SILVER BARON LODGE AT DEER VALLEY

AMENDING CU-2, CU-13, CU-18 AND AMENDING UNIT 6111 SILVER BARON LODGE PHASE I AND UNITS 6339, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE SILVER BARON LODGE PHASE II AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16 TOWNSHIP 2 SOUTH, RANGE 4 EAST SALT LAKE BASE & MERIDIAN

- LEGEND**
- PRIVATE OWNERSHIP
 - LIMITED COMMON AREAS AND FACILITIES
 - COMMON AREAS AND FACILITIES
 - COMMERCIAL UNIT

SCALE: 1" = 20'



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SEP 03 2013

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SHEET 12 OF 4

McNEIL ENGINEERING CIVIL, L.C.
 PROFESSIONAL CIVIL ENGINEERING SERVICES
 6895 SOUTH 900 EAST, MIDVALE, UTAH 84047
 TEL (801) 255-7700 FAX (801) 255-8071 EMAIL mcneileng.com

RECORDED # _____
 STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____
 BOOK _____ PAGE _____ DATE _____ TIME _____
 FILE # _____ SUMMIT COUNTY RECORDER

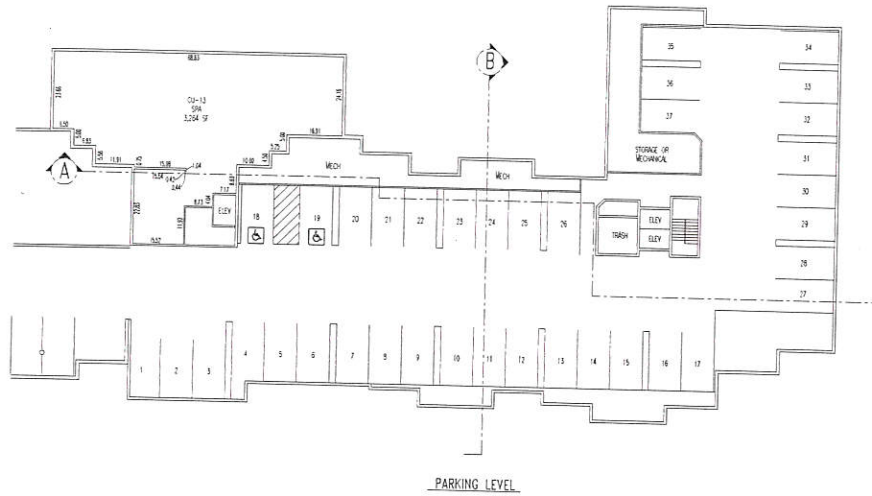
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THE SILVER BARON LODGE AT DEER VALLEY

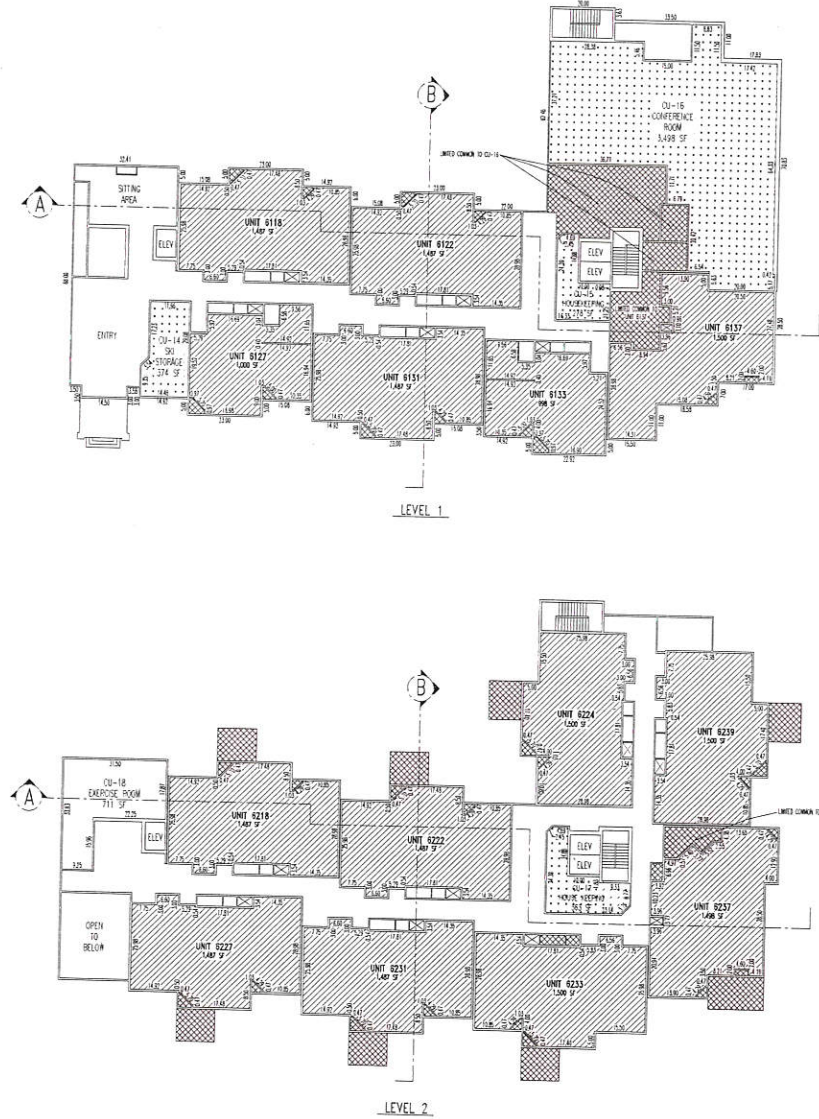
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LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN

SCALE: 1" = 20'



- LEGEND**
- PRIVATE OWNERSHIP
 - LIMITED COMMON AREAS AND FACILITIES
 - COMMON AREAS AND FACILITIES
 - COMMERCIAL UNIT



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 PARK CITY
 PLANNING DEPT.

SHEET 3 OF 4

McNEIL ENGINEERING AND LAND SURVEYING, L.C.
 PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
 6895 SOUTH 300 EAST, MIDVALE, UTAH 84047
 TEL. (801) 255-7700 FAX (801) 255-8071 EMAIL: mneileng.com

RECORDED # _____			
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____			
BOOK _____	PAGE _____	DATE _____	TIME _____
FEE \$ _____		SUMMIT COUNTY RECORDER	

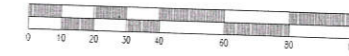
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THE SILVER BARON LODGE AT DEER VALLEY

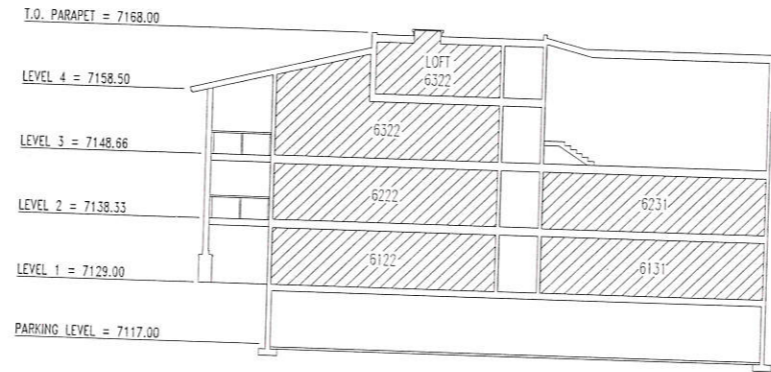
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UNITS 6339, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE SILVER BARON LODGE PHASE II
AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHWEST QUARTER OF
SECTION 15, & THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN

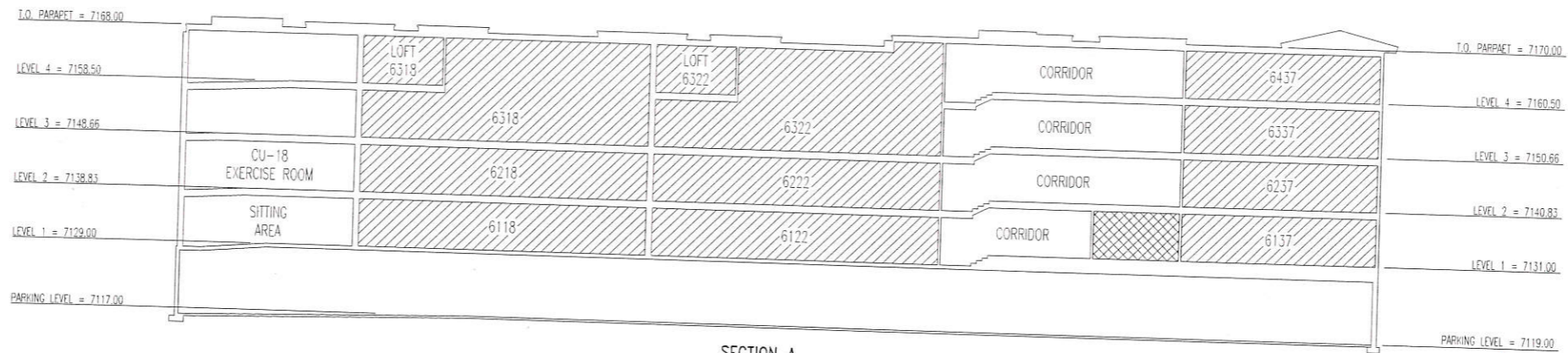
SCALE: 1" = 10'



- LEGEND**
- PRIVATE OWNERSHIP
 - LIMITED COMMON AREAS AND FACILITIES
 - COMMON AREAS AND FACILITIES
 - COMMERCIAL UNIT



SECTION B



SECTION A

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PARK CITY
PLANNING DEPT
SHEET 4 OF 4

**McNEIL ENGINEERING
AND LAND SURVEYING, L.C.**
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
8895 SOUTH 300 EAST, MIDVALE, UTAH 84047
TEL (801) 255-7700 FAX (801) 255-8071 EMAIL www.mcneileng.com

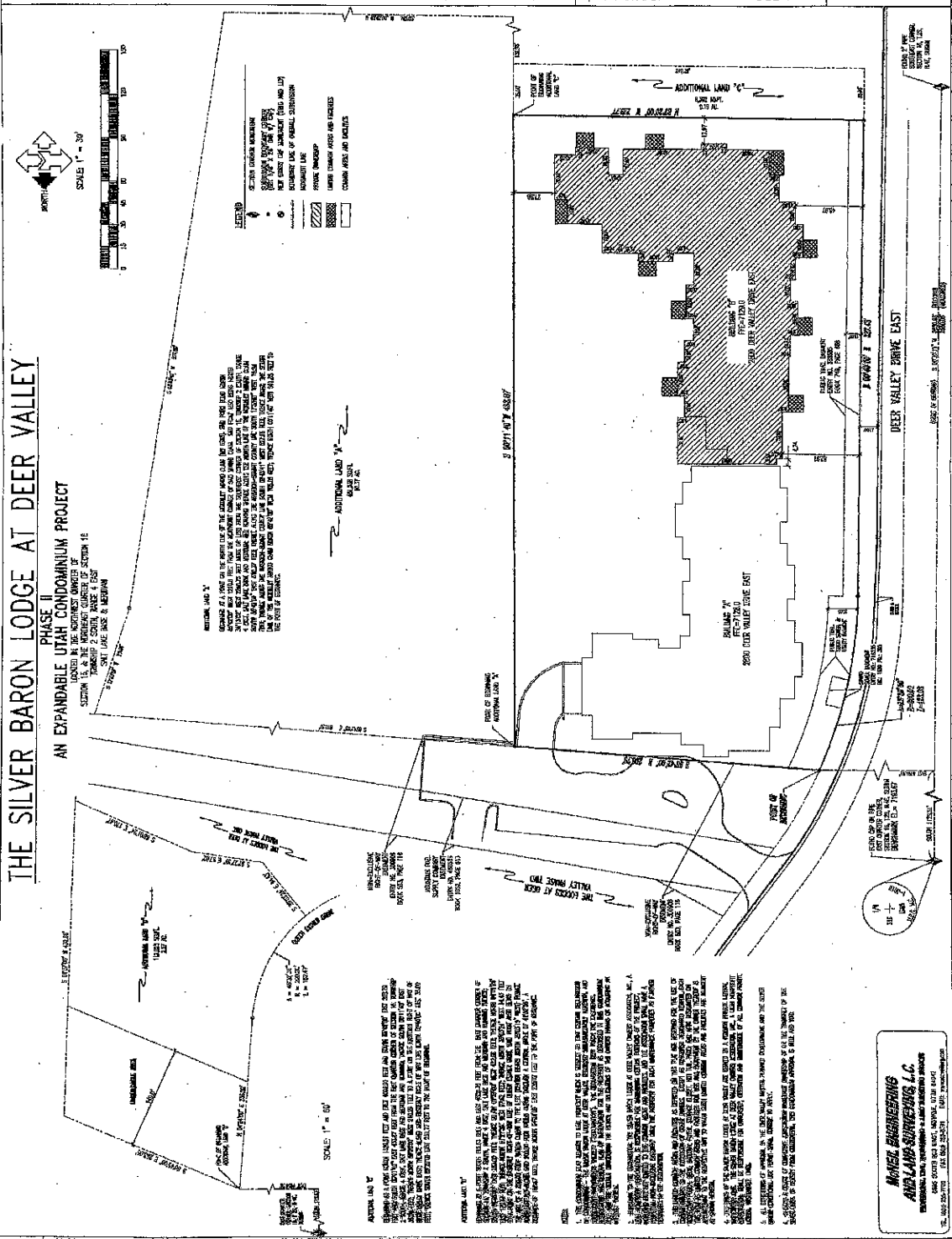
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STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF _____			
BOOK _____	PAGE _____	DATE _____	TIME _____
FEE \$ _____		SUMMIT COUNTY RECORDER	

28016ACPI AMENDED

EXHIBIT B

THE SILVER BARON LODGE AT DEER VALLEY

AN EXPANDABLE UTAH CONDOMINIUM PROJECT PHASE II RECORDED IN THE INSTRUMENT QUARTER OF SECTION 16 TOWNSHIP 2 SOUTH RANGE 4 EAST SALT LAKE AND 8 WESTERN COUNTY OF KANE, STATE OF UTAH



SURVEYOR'S CERTIFICATE
I, **MANUEL ENGINEERING, L.C.**, a duly licensed and qualified surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey and plan as filed in my office and is a true and correct copy of the original survey and plan as filed in my office.

BOUNDARY DESCRIPTION
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE AND 8 WESTERN, KANE COUNTY, UTAH. THE CORNERS OF SECTION 16 ARE THE CORNERS OF THE NEARBY SECTIONS, TO-WIT: SECTION 15, SECTION 17, SECTION 18, SECTION 19, SECTION 20, SECTION 21, SECTION 22, SECTION 23, SECTION 24, SECTION 25, SECTION 26, SECTION 27, SECTION 28, SECTION 29, SECTION 30, SECTION 31, SECTION 32, SECTION 33, SECTION 34, SECTION 35, SECTION 36, SECTION 37, SECTION 38, SECTION 39, SECTION 40, SECTION 41, SECTION 42, SECTION 43, SECTION 44, SECTION 45, SECTION 46, SECTION 47, SECTION 48, SECTION 49, SECTION 50, SECTION 51, SECTION 52, SECTION 53, SECTION 54, SECTION 55, SECTION 56, SECTION 57, SECTION 58, SECTION 59, SECTION 60, SECTION 61, SECTION 62, SECTION 63, SECTION 64, SECTION 65, SECTION 66, SECTION 67, SECTION 68, SECTION 69, SECTION 70, SECTION 71, SECTION 72, SECTION 73, SECTION 74, SECTION 75, SECTION 76, SECTION 77, SECTION 78, SECTION 79, SECTION 80, SECTION 81, SECTION 82, SECTION 83, SECTION 84, SECTION 85, SECTION 86, SECTION 87, SECTION 88, SECTION 89, SECTION 90, SECTION 91, SECTION 92, SECTION 93, SECTION 94, SECTION 95, SECTION 96, SECTION 97, SECTION 98, SECTION 99, SECTION 100.

OWNER'S DECLARATION
I, **MANUEL ENGINEERING, L.C.**, do hereby declare that the foregoing is a true and correct copy of the original survey and plan as filed in my office and is a true and correct copy of the original survey and plan as filed in my office.

ACKNOWLEDGMENT
I, **MANUEL ENGINEERING, L.C.**, do hereby acknowledge that the foregoing is a true and correct copy of the original survey and plan as filed in my office and is a true and correct copy of the original survey and plan as filed in my office.

CONSENT TO RECORD AND SUBSCRIPTION
I, **MANUEL ENGINEERING, L.C.**, do hereby consent to the recording and subscription of the foregoing survey and plan.

ACKNOWLEDGMENT
I, **MANUEL ENGINEERING, L.C.**, do hereby acknowledge that the foregoing is a true and correct copy of the original survey and plan as filed in my office and is a true and correct copy of the original survey and plan as filed in my office.

STATE OF UTAH
I, **MANUEL ENGINEERING, L.C.**, do hereby certify that the foregoing is a true and correct copy of the original survey and plan as filed in my office and is a true and correct copy of the original survey and plan as filed in my office.

DEER VALLEY DRIVE EAST
I, **MANUEL ENGINEERING, L.C.**, do hereby certify that the foregoing is a true and correct copy of the original survey and plan as filed in my office and is a true and correct copy of the original survey and plan as filed in my office.

ADDITIONAL LAND X
I, **MANUEL ENGINEERING, L.C.**, do hereby certify that the foregoing is a true and correct copy of the original survey and plan as filed in my office and is a true and correct copy of the original survey and plan as filed in my office.

ADDITIONAL LAND Y
I, **MANUEL ENGINEERING, L.C.**, do hereby certify that the foregoing is a true and correct copy of the original survey and plan as filed in my office and is a true and correct copy of the original survey and plan as filed in my office.

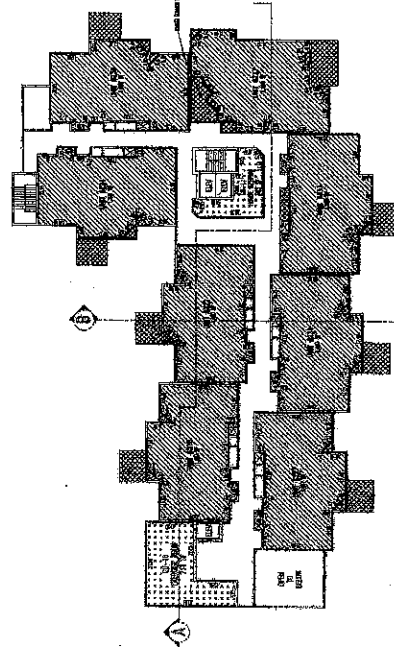
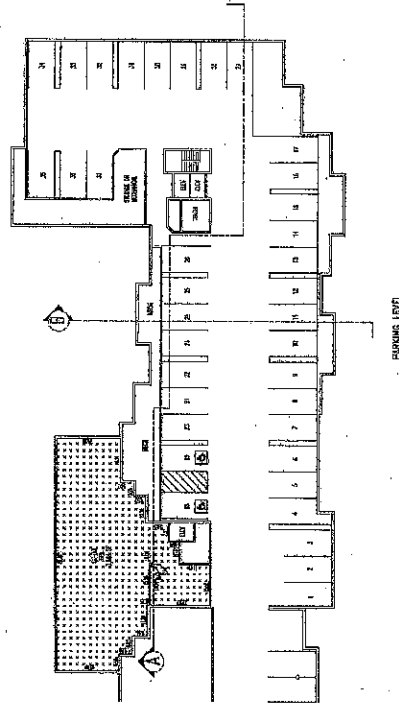
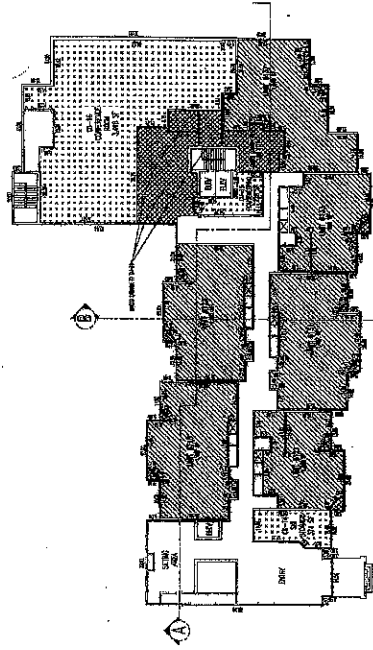
MANUEL ENGINEERING, L.C.
1000 SOUTH MAIN STREET, SUITE 100, SALT LAKE CITY, UTAH 84143
PHONE: (801) 552-1234
FAX: (801) 552-1235
WWW.MANUELENGINEERING.COM

THE SILVER BARON LODGE AT DEER VALLEY

PHASE II AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE INTERESTED QUARTER OF
SECTION 15, & THE WESTMOST QUARTER OF SECTION 16
RANGE 12N, TOWNSHIP 36N, RANGE 12E, COUNTY OF GARFIELD,
STATE OF UTAH

SCALE: 1" = 20'



- LEGEND
- PRIME CONCRETE
 - LAMPED CONCRETE FLOOR AND TERRACES
 - TERRAZZO FLOOR AND TERRACES
 - CONCRETE FLOOR
 - CONCRETE FLOOR

SHEET 2 OF 4

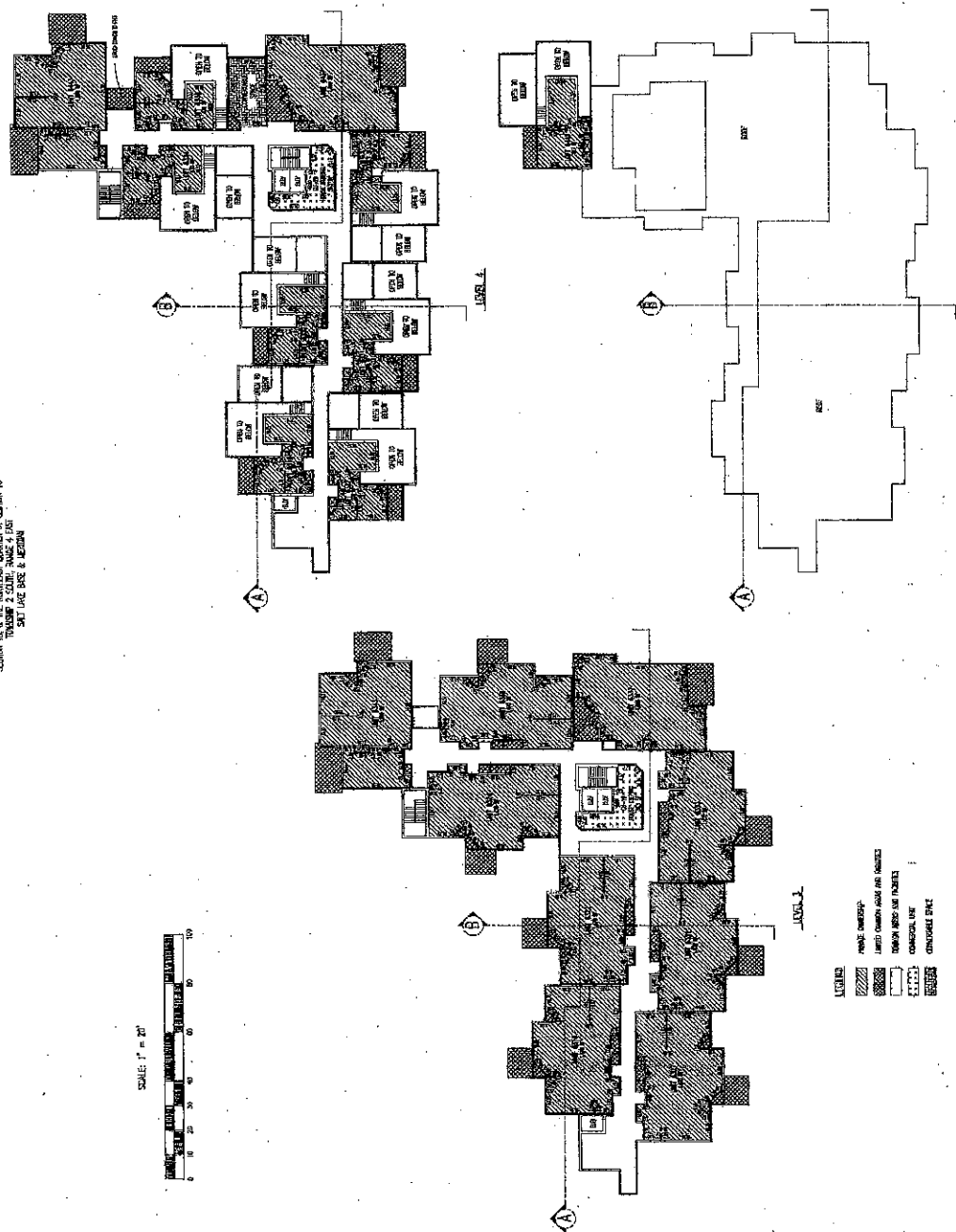
DESIGNED BY: **ROBERT E. BISHOP**
 DATE OF THIS SHEET: 10/23/2013
 DRAWN BY: **ANDREW S. BISHOP**
 CHECKED BY: **ANDREW S. BISHOP**
 PROJECT NO.: **2013-001**
 SHEET NO.: **2**

ROBERT E. BISHOP
ARCHITECTS
 1000 WEST 1000 SOUTH, SUITE 100
 SALT LAKE CITY, UTAH 84119
 TEL: 313.307.1000 FAX: 313.307.1001 WWW.REBISHOP.COM

THE SILVER BARON LODGE AT DEER VALLEY

PHASE II
 AN EXPANDABLE UTAH CONDOMINIUM PROJECT
 LICENSED IN THE NORTHERN QUARTER OF
 SECTION 36, T12N, R10E, S10W, COUNTY OF GARFIELD,
 STATE OF UTAH, BEING PART OF THE
 SUT LAKE BORE & MEDIUM

SCALE: 1" = 20'



- LEGEND**
- ██████ FINISH DEMOLITION
 - ▨ LIMITED DEMOLITION AND FINISHES
 - ▩ DEMOLITION AND FINISHES
 - ▧ CONCRETE
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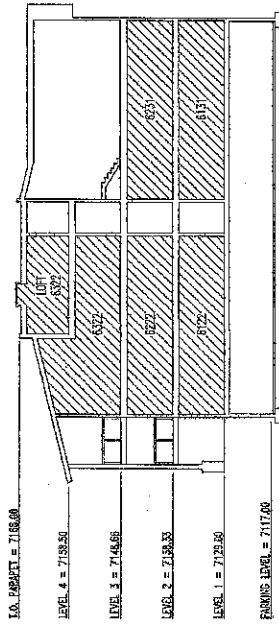
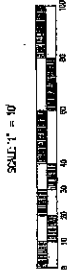
SHEET 3 OF 4
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF UTAH, COUNTY OF GARFIELD, BEING PART OF THE NORTHERN QUARTER OF SECTION 36, T12N, R10E, S10W, COUNTY OF GARFIELD, STATE OF UTAH, BEING PART OF THE SUT LAKE BORE & MEDIUM
 DATE: 10/20/13
 PROJECT: THE SILVER BARON LODGE AT DEER VALLEY
 SHEET: 3 OF 4
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO.: [Number]

ARCHITECT
ANDLAND ENGINEERING, L.L.C.
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF UTAH, COUNTY OF GARFIELD, BEING PART OF THE NORTHERN QUARTER OF SECTION 36, T12N, R10E, S10W, COUNTY OF GARFIELD, STATE OF UTAH, BEING PART OF THE SUT LAKE BORE & MEDIUM
 DATE: 10/20/13
 PROJECT: THE SILVER BARON LODGE AT DEER VALLEY

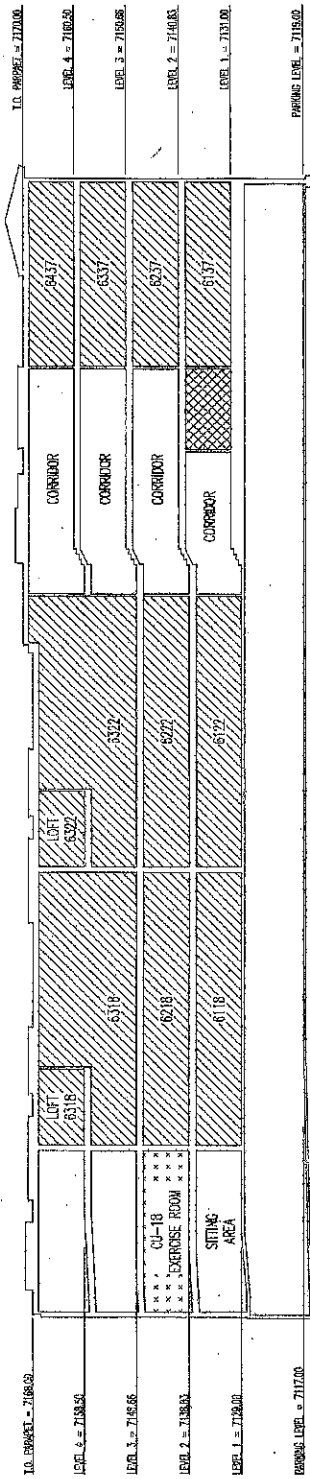
THE SILVER BARON LODGE AT DEER VALLEY

PHASE II AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE NORTHEAST QUARTER OF SECTION 10, T4N, R10E, S20E, BEHIND THE SALT LAKE PIPE & MACHINERY CO. TRACT, SALT LAKE COUNTY, UTAH.



SECTION A



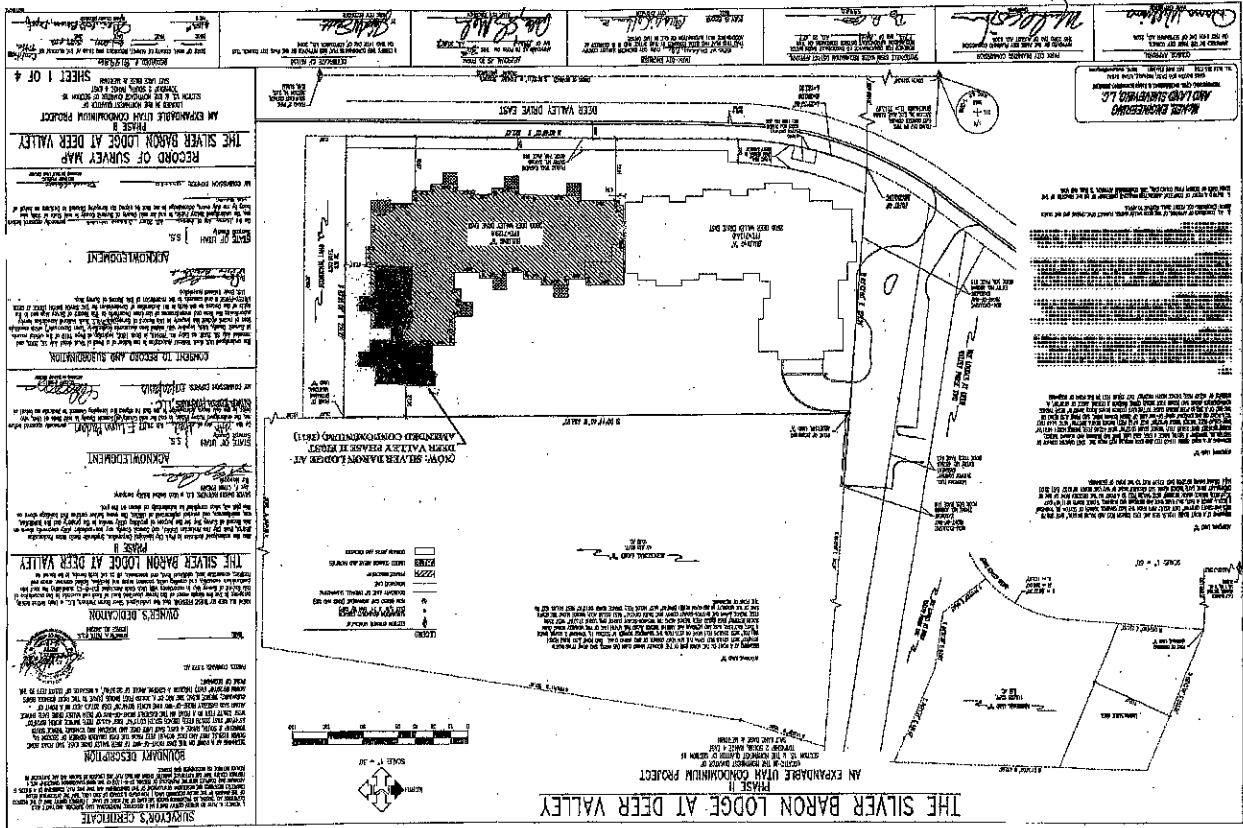
SECTION B

- LEGEND**
- CONCRETE STRUCTURE
 - MASONRY WALLS AND FLOORS
 - COMMON WALLS AND FLOORS
 - STRUCTURAL STEEL

REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH COUNTY OF SAMUEL, BEHAVIOR AND FIRM AT THE REQUEST OF
PROJECT NO. 2013-007 DATE 05/21/13
BY: [Signature] TITLE: [Title]
FIRM: [Firm Name]

BRADLEY ENGINEERING
AND LAND SURVEYING, A.C.
105 WEST 200 SOUTH, SUITE 200, SALT LAKE CITY, UTAH 84119
TEL: 313-444-4444 FAX: 313-444-4444

SILVER BARON LODGE AT DEER VALLEY PHASE II COMPLETION



NEW SERIAL # SBLD-V-II-UNIT#

PRIOR SERIAL # LDV-1

SURVEY ... S. CERTIFICATE

BOUNDARY DESCRIPTION

OWNER'S DEDICATION

ACKNOWLEDGMENT

CONSENT TO RECORD AND SUBORDINATION

ACKNOWLEDGMENT

RECORD OF SURVEY MAP

THE FIRST AMENDMENT TO SILVER BARON LODGE AT DEER VALLEY PHASE II

AMENDING UNITS 6324, 6339, 6437, 6439, 6443 AND LEVEL 4 CONVERTIBLE SPACE, SILVER BARON LODGE PHASE II

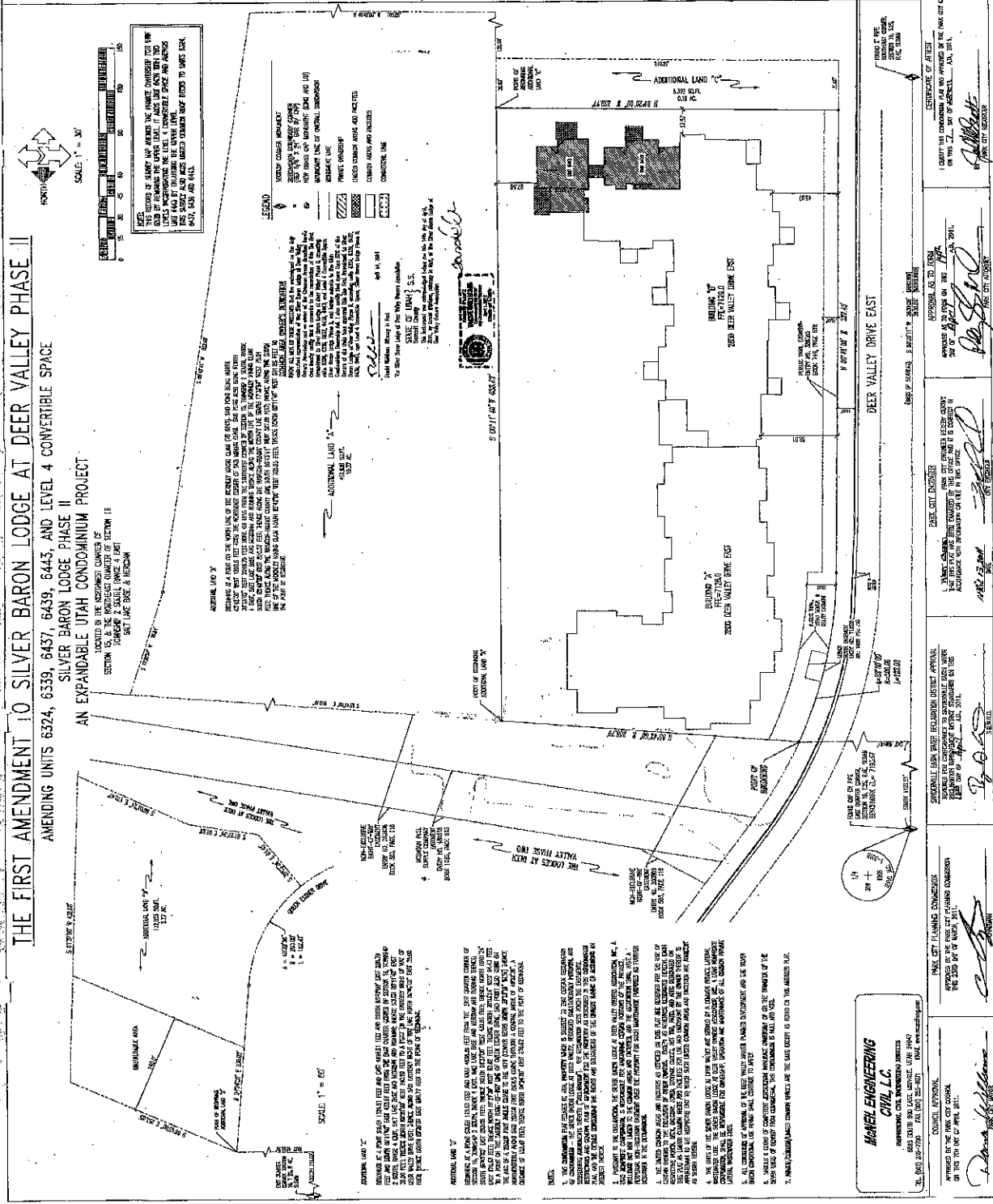
AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 12 EAST, 3RD MERIDIAN, SALT LAKE COUNTY, UTAH

SECTION 15, TOWNSHIP 2 SOUTH, RANGE 12 EAST, 3RD MERIDIAN, SALT LAKE COUNTY, UTAH

RECORDED IN 2013-08-26

SHEET 1 OF 3

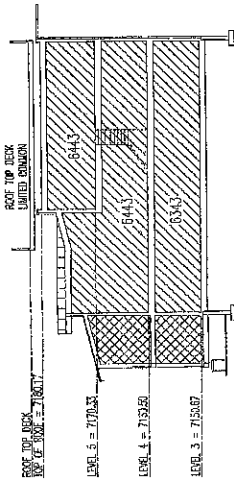


THE FIRST AMENDMENT TO SILVER BARON LODGE AT DEER VALLEY PHASE II

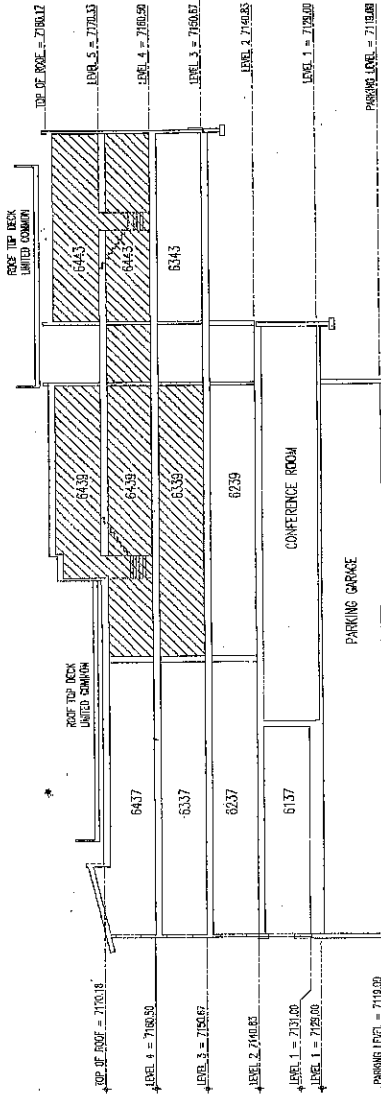
AMENDING UNITS 6324, 6339, 6437, 6439, 6443, AND LEVEL 4 CONVERTIBLE SPACE

SILVER BARON LODGE PHASE II
AN EXPANDABLE UTAH CONDOMINIUM PROJECT

LOCATED BY THE SURVEYMENT NUMBER OF
THE PROJECT, AS SHOWN ON PLAT OF RECORD 15
IN THE PUBLIC RECORDS OF DEER VALLEY
SALT LAKE COUNTY, UTAH



SECTION B



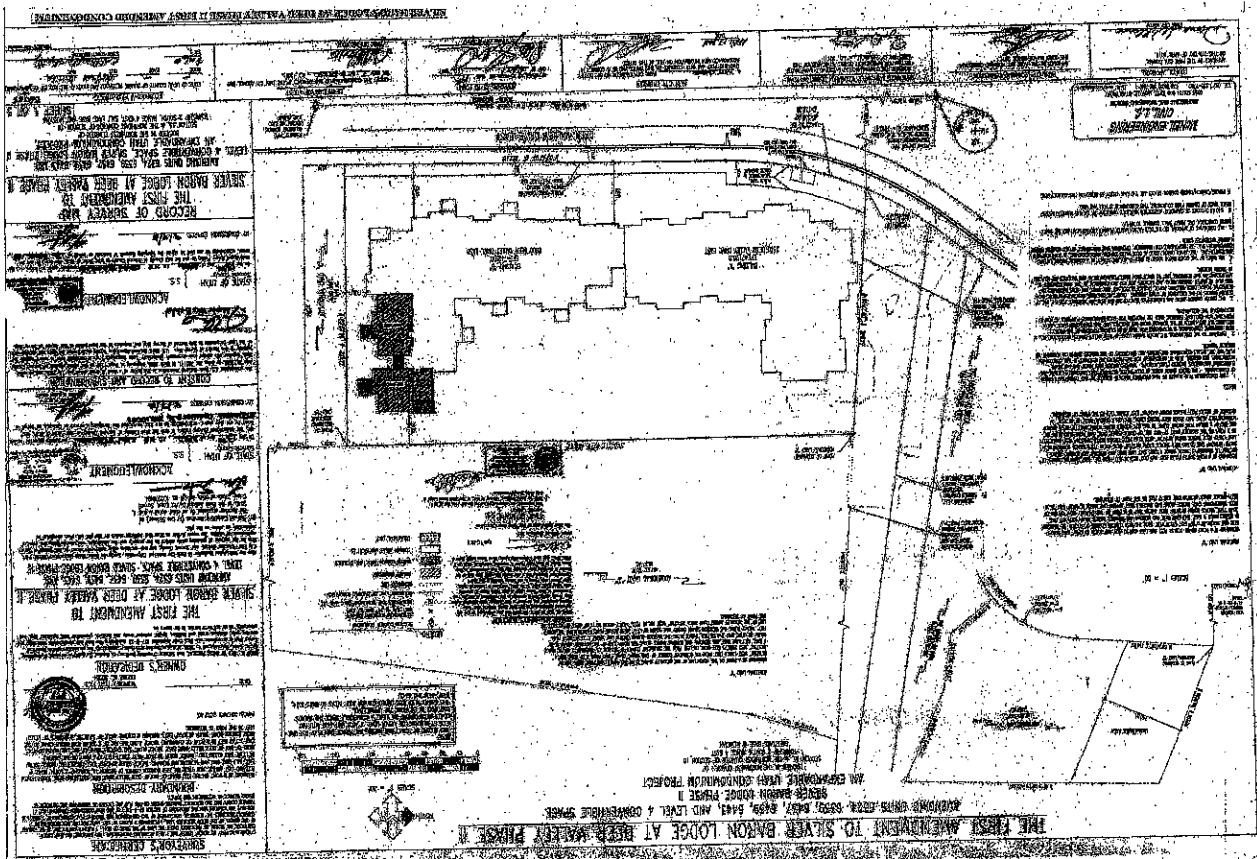
SECTION A

- LEGEND
- FRAME ENCLINOP
 - LIMITED COMMON AREA USE DENIES
 - COMMON AREAS ARE INDICATED

SHEET 3 OF 3

RECORDED IN DEER VALLEY, UTAH
STATE OF UTAH, COUNTY OF SUMNER, PLAT OF RECORD NO. 15
DATE: 11/11/11
BY: [Signature]
FOR: [Signature]

**ACHEL ENGINEERING
CIVIL, L.C.**
PROFESSIONAL ENGINEERING SERVICES
2075 SOUTH 535 EAST AVENUE, UTAH SPARTAN
SALT LAKE CITY, UTAH 84143
TEL: (801) 225-7700 FAX: (801) 225-3711 EMAIL: info@acheleng.com



NEW SERIAL # SBLDV-II-UNIT#-AM

SBLDV-II-6443

SBLDV-II-6339, SBLDV-II-6437 &

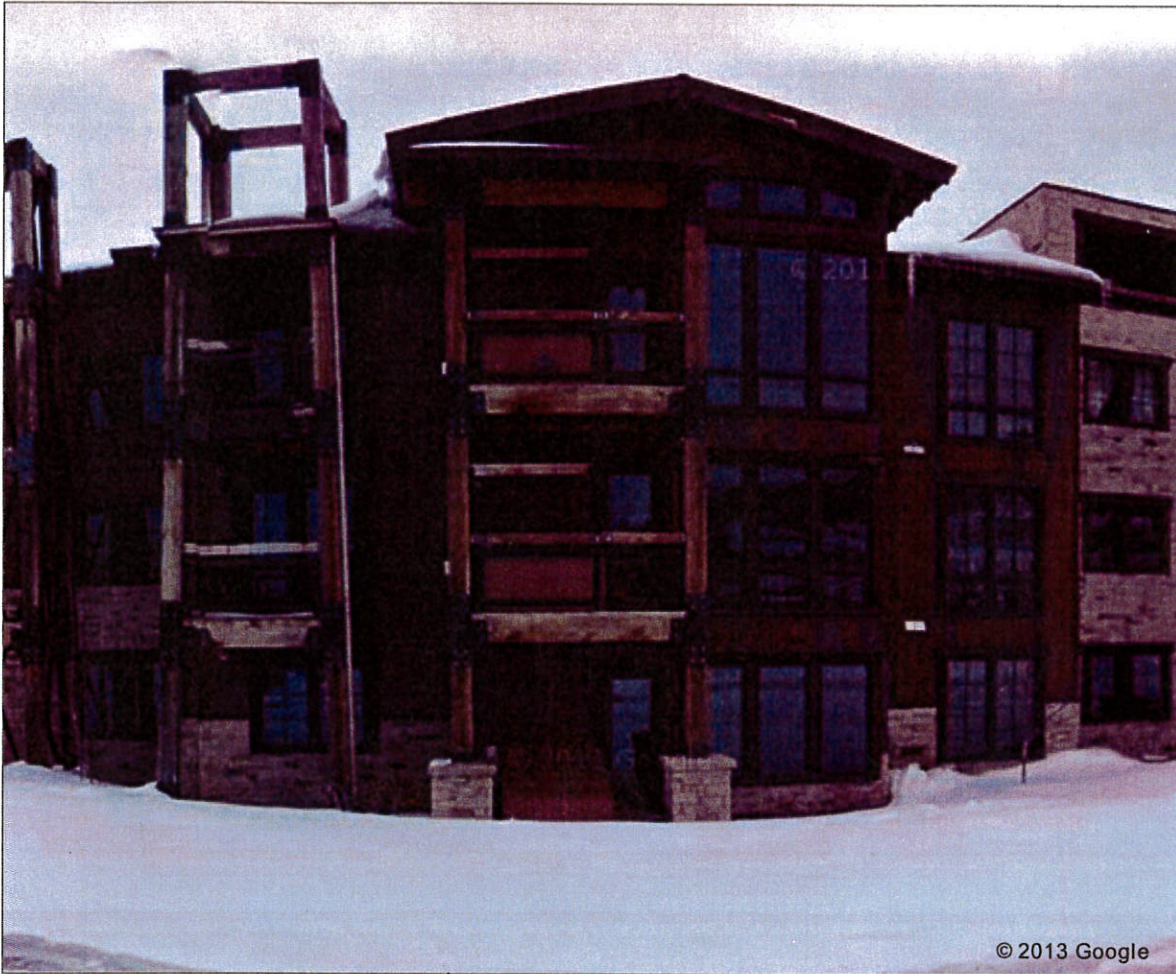
PRIOR SERIAL #'S SBLDV-II-6324,

EXHIBIT C



.ddress **Deer Valley Drive East**

Address is approximate





Address Deer Valley Drive East

Address is approximate







EXHIBIT D

When Recorded return to:

Maxwell & Morgan, P.C.
47 West 9000 South #1
Sandy, Utah 84070

↓ 5066*
Mark Sletten

00970179 B: 2185 P: 1974

Page 1 of 58

Alan Spriggs, Summit County Utah Recorder
05/14/2013 03:49:10 PM Fee \$190.00

By Mikas Law Group

Electronically Recorded

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

THE SILVER BARON LODGE AT DEER VALLEY



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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
THE SILVER BARON LODGE AT DEER
VALLEY**

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM-THE SILVER BARON LODGE AT DEER VALLEY ("Declaration") is made and executed this 17th day of December, 2012 by The Silver Baron lodge at Deer Valley owners Association, Inc., acting with the affirmative vote of at least seventy-five percent (75%) of the Total Votes of the Association cast in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting, and in accordance with the provisions of Title 57, Chapters 8 and 19, Utah Code Annotated, as amended.

1. RECITALS.

1.1 On May 26, 2005, a Declaration of Condominium- The Silver Baron Lodge at Deer Valley was recorded with the Recorder of Summit County, Utah as Entry No. 737410 at Book 1703, Page 12, ("Original Declaration"), covering the real property and improvements constituting the first phase of the project known as The Silver Baron Lodge at Deer Valley, in Summit County, Utah ("Project").

1.2 On May 26, 2005, in connection with the recording of the Original Declaration, there was also recorded that certain Condominium Plat of The Silver Baron Lodge at Deer Valley, An Expandable Utah Condominium Project, as Entry No. 737409 in the Summit County Recorder's Office ("Original Plat").

1.3 On June 1, 2007 there was recorded a First Amendment to Declaration of Condominium-The Silver Baron Lodge at Deer Valley, as Entry No. 00814937 in the Summit County Recorder's Office ("First Amendment") which established the second phase of the Project.

1.4 On June 1, 2007, in connection with the recording of the First Amendment, there was also recorded that certain Supplemental Condominium Plat, The Silver Baron Lodge at Deer Valley Phase II, an Expandable Utah Condominium Project, as Entry No. 814936 in the Summit County Recorder's Office ("Supplemental Plat").

1.5 On April 23, 2008, there was recorded a Second Amendment to Declaration of Condominium-The Silver Baron Lodge at Deer Valley, as Entry No. 00842859 in the Summit County Recorder's Office ("Second Amendment").

1.6 On August 4, 2010, pursuant to a stipulation between the original Declarant, Silver Baron Partners, L.C. as debtor and US Bank, a National Association as creditor, an Order Appointing Receiver was entered by the Third Judicial District Court, Summit County, State of Utah ("Receivership Action").

1.7 On April 15, 2011, pursuant to the rights granted to the Receiver in the Receivership Action, the Receiver relieved Silver Baron Partners, L.C. of its Declarant status and named Len Stillman as Declarant by way of a Third Amendment to Declaration of Condominium-The Silver Baron Lodge at Deer Valley, recorded as Entry No. 00920857 in the Summit County Recorder's Office ("Third Amendment").

1.8 On April 15, 2011, in connection with the recording of the Third Amendment, there was also recorded a first amended plat as Entry No. 920856 in the Summit County Recorder's Office ("First Amended Plat")

1.9 By way of court order issued in the Receivership Action on July 11, 2011, after having sold all remaining Units and having fully administered the estate, the Receiver was relieved of any further duties in conjunction with the Project. Pursuant to the orders issued in the Receivership Action, and as set forth in the Act and Section 13.4 of the Original Declaration, the period of Declarant control has ended.

1.10 Section 24.1 of the Original Declaration provides that it may be amended by affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association, with certain portions of the Original Declaration requiring seventy-five percent (75%) approval.

1.11 The Association desires to further amend and restate the Declaration in its entirety for various purposes, including but not limited to: (i) incorporating prior amendments into one document, (ii) making those changes necessary to reflect the fact that the developer is no longer affiliated with the Property, (iii) eliminate any ambiguity or confusion which exists or may be claimed to exist regarding the existing Declaration and any amendments thereto, and (iv) clarifying the Association's intent to convert certain commercial units obtained through foreclosure into common areas.

1.12 The covenants, conditions and restrictions contained in this Declaration and in the Exhibits hereto shall be enforceable equitable servitudes and shall run with the land.

1.13 All capitalized terms used in this Declaration shall have the definitions as set forth herein.

1.14 The Project is intended to facilitate two types of ownership consisting of the ownership of one or more Commercial Units and the ownership of one or more Residential Units.

2. DEFINITIONS.

Unless the context clearly indicates otherwise, certain terms as used in this Declaration and the foregoing Recitals shall have the meanings set forth in this Section 2. (Certain terms not defined in this Section 2 are defined elsewhere in this Declaration.)

2.1 Act shall mean the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code).

2.2 Amendment shall mean any amendment to this Declaration made in accordance with this Declaration and the Act.

2.3 Articles shall mean the Articles of Incorporation of the Association.

2.4 Association shall mean The Silver Baron Lodge at Deer Valley Owners Association, Inc., a Utah nonprofit corporation, organized for the purposes set forth in this Declaration.

2.5 Building(s) shall mean the buildings constructed as part of the Project, as described in Section 3.2.

2.6 Bylaws shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as amended from time to time.

2.7 Commercial Owner shall mean any person or entity or combination thereof, at any time owning a Commercial Unit. The term "Commercial Owner" shall not include any Mortgagee (unless such Mortgagee has acquired title for other than security purposes).

2.8 Commercial Unit shall mean a Unit within the Project which has been designated in Exhibit "A" attached hereto and incorporated herein by this reference, or any amendment thereto, and/or on the Plat as a Commercial Unit, not including any Unit that has been converted to Common Areas and Facilities in accordance with this Declaration.

2.9 Common Area Manager shall mean the person, firm or company designated by the Management Committee to manage, in whole or in part, the affairs of the Association and the Common Areas and Facilities.

2.10 Common Areas and Facilities shall mean all portions of the Project other than the Units, as described in Section 6.1 below, including the Limited Common Areas and Facilities. The undivided interest in the Common Areas and Facilities appurtenant to each Unit is based upon the Par Value of a Unit as described in Section 6.2 below and is set forth in Exhibit "A" attached hereto.

2.11 Common Assessments shall mean those assessments described in Section 13 to fund the Common Expenses, and include Regular Common Assessments, Special Common Assessments and any other assessments levied by the Association, including Reinvestment Fees.

2.12 Common Expense Fund shall mean one or more deposit or investment accounts of the Association into which are deposited the Common Assessments.

2.13 Common Expenses shall mean all expenses of the administration, maintenance, repair, or replacement of the Common Areas and Facilities, and all other expenses denominated as Common Expenses by this Declaration or by the Act.

2.14 Common Furnishings shall mean all furniture, furnishings, appliances, vehicles, fixtures and equipment, and all other personal property, from time to time, owned or leased by the Association or held for use at The Silver Baron Lodge at Deer Valley.

2.15 Conversion Rights shall mean the right under the Declaration or the Act to convert a portion of the Project into one or more Units, Common Areas and Facilities or Limited Common Areas and Facilities.

2.16 Cost of Living Index shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers: U.S. City Average, All Items 1982-1984 = 100 compiled by the Bureau of Labor Statistics, United States Department of Labor. The Index for December 2005 is the reference base index. The Association may select any other comparable index which measures changes in the cost of living.

2.17 Declarant shall mean Len Stillman, Receiver as set forth by the Court in the Receivership Action and as confirmed in the Third Amendment.

2.18 Declaration shall mean this Amended and Restated Declaration of Condominium - The Silver Baron Lodge at Deer Valley, and all amendments, modifications and supplements hereto.

2.19 Eligible Mortgagee shall mean and refer to a First Mortgagee that has requested notice of certain matters from the Association in accordance with Section 20.1 below.

2.20 Governing Documents shall mean this Declaration, the Bylaws, the Articles, the rules and regulations promulgated by the Management Committee, and the Management Committee's resolutions, as each document may be amended from time to time.

2.21 Guest means an Owner's accompanied or unaccompanied family member, guest, invitee, licensee, and any person or occupant who has the right to use and occupy a Unit.

2.22 Limited Common Areas and Facilities shall mean a portion of the Common Areas and Facilities allocated by this Declaration or the Act, or as may be shown on the Plat, for the exclusive use of one or more, but fewer than all, of the Units.

2.23 Management Committee shall mean the Board of Directors, Board of Managers, Board of Trustees or Executive Board (regardless of the specific term used) of the Association, appointed or elected in accordance with this Declaration and the Bylaws.

2.24 Mortgage shall mean any mortgage, deed of trust or other security instrument (including the seller's rights under a contract for deed) by which a Unit or any part thereof or interest therein is encumbered. A First Mortgage is a Mortgage having priority as to all other Mortgages encumbering a Unit or any part thereof or interest therein.

2.25 Mortgagee shall mean any person or entity named as the mortgagee, beneficiary or holder of the seller's interest (so long as a copy of the contract for deed is given to the Association) under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage. A First Mortgagee shall mean any person or entity holding a First Mortgage including any insurer or guarantor of a First Mortgage.

2.26 Owner shall mean any person or entity, including Declarant, at any time owning a Unit within the Project (including, to the extent permitted by law, those purchasing an interest pursuant to a contract for deed who have given written notice of their purchase and a copy of their contract to the Association). The term "Owner" shall not refer to any Mortgagee, unless such Mortgagee has acquired title for other than security purposes.

2.27 Par Value shall mean the number of points assigned to each Unit as described herein and in the Act and used to determine ownership interests and votes of Units. In accordance with the provisions of the Act, the statement of Par Value should not be considered to reflect or control the sales price or fair market value of any Unit.

2.28 Personal Charges shall mean a charge levied by the Association against an Owner or Guest for all expenses resulting from the act or omission of such Owner or Guest (except an Owner's failure to pay any Assessment). The act or negligence of any Guest shall be deemed to be the act or negligence of the Owner who permits such Guest to use and occupy any Unit. Personal Charges shall include, without limitation, any expense resulting from the act or omission of any Owner or Guest, including, without limitation:

2.28.1 the cost of long distance and other telephone charges or telephone message charges and other special services or supplies attributable to the occupancy of the Unit and the expense of additional housekeeping services requested by such Owner or Guest during such occupancy;

2.28.2 the cost to repair any damage to any portion of the Project, or to repair or replace any Common Furnishings on account of loss or damage caused by such Owner or Guest;

2.28.3 the cost to satisfy any expense to any other Owner(s) or to the Association due to any intentional or negligent act or omission of such Owner or Guest, or resulting from the breach by such Owner or Guest of any provisions of the Governing Documents;

2.28.4 any transient occupancy tax, sales tax, use tax or other tax levied pursuant to the laws of the State of Utah and payable by any Owner or Guest which the Association is or shall be required or entitled to collect on behalf of the levying authority (this Section 2.28.4 shall not be deemed an acknowledgment that any such tax may be levied); and

2.28.5 any shared costs incurred as a result of an Owner's failure to utilize the services of a rental pool manager.

Personal Charges shall be treated as an Assessment against an individual and his or her Unit, and are secured by a lien as provided in Section 13.5 below. In addition, the Association shall have all other remedies described in this Declaration which are available to the Association against any Owner for nonpayment of Assessments.

2.29 Plat shall mean the First Amended Plat as described in Section 1.7, as it may be amended from time to time pursuant to this Declaration and the Act. Such an amendment to the Plat

is expressly authorized and may be undertaken by the Association without the joinder or consent of any other Owners. To the extent required by applicable law, such amendment shall be subject to the review and approval of Park City Municipal Corporation.

2.30 Project shall mean the Property, the Units, the Common Areas and Facilities, the Building(s) and all improvements submitted by this Declaration to the provisions of the Act.

2.31 Property shall mean that certain real property situated in Summit County, State of Utah, more particularly described in Section 3.1 hereinafter, on which the Units and other improvements are or will be located.

2.32 Regular Common Assessments shall mean the annual assessments levied by the Association to pay the budgeted Common Expenses.

2.33 Reinvestment Fee shall mean a fee as allowed by the Act and as more fully set forth in Section 10.2 below.

2.34 Residential Unit shall mean a Unit in the Project designated for residential use.

2.35 Special Common Assessments shall mean assessments which the Association may levy from time to time, in addition to the Regular Common Assessments, for unexpected Common Expenses or other purposes as provided herein.

2.36 The Silver Baron Lodge at Deer Valley shall mean, depending on the context, both the Property together with all improvements now or hereafter located thereon, including all facilities, roadways, common furnishings, equipment and all other appurtenances thereunto belonging and which are governed by this Declaration. The Silver Baron Lodge at Deer Valley shall also be deemed to include any and all additional real property, personal property and recreational or other rights from time to time acquired by the Association for the benefit of Owners subject to the provisions hereof.

2.37 Total Votes of the Association shall mean the total votes appertaining to all Units of persons in good standing and eligible to vote, as described in Section 14 below.

2.38 Unit shall mean a physical portion of the Project designed for separate ownership and occupancy as described in Section 5 hereof.

2.39 Unit Number shall mean the number, letter or combination of name, numbers and letters that identifies only one Unit in the Project.

2.40 Unit Type shall mean the designated size and configuration of a Unit, as set forth in Section 3.2.

3. DESCRIPTION OF THE PROPERTY AND THE IMPROVEMENTS.

3.1 The Property on which the Units and improvements are located is situated in Summit County, Utah and more particularly described as follows:

Beginning at a point on the east right-of-way of Deer Valley Drive East, said point being South 1129.51 feet and East 4094.91 feet from the East quarter corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running; thence South 85°42'00" East 208.79 feet; thence South 00°11'40" East 101.98 feet; thence West 86.37 feet; thence South 110.89 feet; thence West 149.70 feet to a point on the easterly right-of-way of Deer Valley Drive East; thence along said Easterly right-of-way line North 00°40'00" East 109.21 feet to a point of curvature; thence along the arc of a 300.00 foot radius curve to the right (center bears South 89°20'00 East) through a central angle of 23°30'00", a distance of 123.03 feet to the point of beginning; and

Additional land beginning at a point South 1129.51 feet and East 4094.91 feet and South 85°42'00" East 208.79 feet and South 00°11'40" East 101.98 feet from the East quarter corner of Section 16, township 2 South, range 4 East, Salt Lake Base and Meridian and running; thence South 00°11'40" East 331.89 feet; thence North 89°20'00" West 239.77 feet to a point on the Easterly right of way of Deer Valley Drive East; thence along said Easterly right of way line North 00°40'00" East 218.22 feet; thence East 149.70 feet; thence North 110.89 feet; thence East 86.37 feet to the point of beginning.

3.2 The general improvements as of the date this Declaration is recorded consists of one (1) freestanding residential Building with a basement and four (4) floors, containing twenty (20) Commercial Units, three (3) of which have been converted to Common Areas and Facilities and fifty (50) Residential Units, including two (2) One-Bedroom Units, twenty nine (29) Two-Bedroom Units, sixteen (16) Three-Bedroom Units and three (3) Four-Bedroom Units. The structure is of wood frame with wood, metal and stone siding. The roofs are sloped and flat with metal covering on the sloped portions and a membrane covering on the flat portions. The Building is supplied with telephone, cable or satellite television, electricity, natural gas, water, and sewer service. In addition to the Building, the improvements may also include maintenance facilities and other improvements.

4. SUBMISSION TO ACT.

The Property, the Building(s), and all other improvements thereon have previously been submitted to the provisions of the Act. All of said Project is and shall be held, conveyed, hypothecated, encumbered, leased, subleased, rented, used and improved as Residential Units and Commercial Units. All of said Project is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said Project and division thereof into Units; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors.

5. DESCRIPTION OF UNITS.

The boundary lines of each Unit are as set forth on the Plat and consist of the undecorated

and/or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, and the interior surfaces of windows and doors. The interior surfaces of the doors and windows mean the points at which such surfaces are located when such window or door is closed. Without limitation, a Unit shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors and ceilings; non-supporting interior walls; and all utility outlets, fixtures or appliances found within the boundary lines of the Unit and servicing only that Unit. Notwithstanding the fact that they may be within the boundaries of the Unit, the following are not part of any Unit: bearing walls, floors, ceilings and roofs (except the interior finished surfaces thereof), foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations, except the outlets thereof when located within the Unit. The Plat and/or Exhibit "A" hereto contain the Unit Number of each Unit in the Project.

6. DESCRIPTION AND OWNERSHIP OF COMMON AREAS AND FACILITIES.

6.1 The Common Areas and Facilities shall mean and include the Property on which all Units are located and all portions of the Project not included as part of any Unit, including, but not by way of limitation, the foundations, columns, girders, beams, supports, exterior and bearing walls and roofs of the Building; the grounds and recreational facilities, if any, including, but not limited to any swimming pool area, hot tub area, game rooms, parking areas and certain other areas in the Project designated as part of the Common Areas and Facilities on the Plat (unless such areas are designated as a Commercial Unit), installations of all central services, including power light, natural gas, hot and cold water, heating, ventilating and garbage collection; tanks, pumps, motors, fans, ducts and, in general, all apparatuses and installations existing for common use; all utility pipes, lines or systems servicing the Units; all ducts, flues, chutes, wires, television antennas, conduits, transformers, water lines, power lines, natural gas lines, sewer lines and other accessories and utility installations to the outlets used therewith; the underground water drainage system around the Building perimeter; and, all other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use, or which have been designated as Common Areas and Facilities on the Plat or any amendment to the Plat made in accordance with this Declaration and the Act; and all repairs and replacements of any of the foregoing.

6.2 The undivided interest in the Common Areas and Facilities appurtenant to each Unit in the Project is based upon the Par Value of such Unit, which is determined by the number of points allocated to each Unit. There shall be three (3) points allocated to each square foot in a Commercial Unit and four (4) points allocated to each square foot in a Residential Unit. Consequently, the total number of points for each Commercial Unit is calculated by multiplying the square footage area of such Unit by three and the total number of points allocated to each Residential Unit is calculated by multiplying the square footage area of such Unit by four. The percentage of undivided interest in the Common Areas and Facilities and the votes appurtenant to each Unit has been determined by dividing the number of points allocated to that Unit by the total number of points allocated to all Units in the Project. In accordance with the provisions of the Act, the statement of Par Value shall not be considered to reflect or control the sales price or fair market value of any Unit. The undivided interest appurtenant to each Unit shall have a permanent character and shall not be altered, except as provided in this Declaration and the Act. The sum of the undivided interests and votes in the Common Areas and Facilities allocated to all Units shall at all times equal one hundred percent

(100%). The undivided interest of one or more Units has been rounded in order to cause the total to equal one hundred percent (100%).

6.3 The Common Areas and Facilities shall also include Commercial Units CU-2, CU-13 and CU-18, as the same are identified and established in the Record of Survey Map recorded May 26, 2005, as entry No. 737409 and the Record of Survey Map recorded June 1, 2007, as entry No. 814936. The foregoing Units were foreclosed for non-payment of Common Assessments and title to the Units vested in the Association. Notwithstanding any language to the contrary contained in the Plat, the Commercial Units referenced in this Section 6.3 are hereby converted to Common Areas and Facilities. Such Units may not be converted back to Commercial Units without complying with the amendment requirements contained in this Declaration, including Section 9 pertaining to conversion of Common Areas and Facilities.

7. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES.

Limited Common Areas and Facilities shall mean a portion of the Common Areas and Facilities reserved for the use of certain Owners to the exclusion of other Owners, including but not limited to any porches, decks, balconies, foyers, storage closets, hot tubs, patios, attics and other areas as indicated by this Declaration, the Plat or the Act to be for the exclusive use of one or more but fewer than all of the Units. Mechanical systems or utility closets serving only certain Units shall be Limited Common Areas and Facilities with respect to the Units which they serve. The Limited Common Areas and Facilities shall be those areas designated as such on the Plat, in this Declaration or as provided for by the Act. The use and occupancy of designated Limited Common Areas and Facilities shall be reserved to the Units to which such Limited Common Areas is adjacent, unless otherwise shown on the Plat or as specified in this Declaration. Owners may not reallocate Limited Common Areas and Facilities between or among Units in which they have an interest. The Association may determine at its option to designate additional Common Areas as Limited Common Areas and Facilities hereafter. The Management Committee may determine at its sole discretion an appropriate charge to be levied against an Owner who has Common Areas converted into Limited Common Areas and Facilities for the Owner's benefit.

8. NATURE AND INCIDENTS OF RESIDENTIAL UNIT OWNERSHIP.

8.1 Each Residential Unit is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved and otherwise affected in accordance with the provisions of this Declaration.

8.2 Subject to the limitations contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Areas and Facilities and the exclusive right to occupy and use their Unit and any Limited Common Areas and Facilities designated for exclusive use by such Owner or all Owners.

8.3 Except as otherwise provided herein, each Owner of a Residential Unit shall have the exclusive right to paint, repaint, tile, wax, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of their Unit and the surfaces of all walls, ceilings, floors and doors within such boundaries. Each Owner of a Residential Unit shall keep the

interior of their Unit, including without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a sanitary condition and in a good state of repair. In the event that the Management Committee determines that any such Residential Unit has developed an unsanitary condition or has fallen into a state of disrepair and in the event that the Owner of such Residential Unit should fail to correct such condition or state of disrepair promptly following written notice from the Management Committee, the Management Committee shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Residential Unit and correct or eliminate said unsanitary condition or state of disrepair. Except as otherwise provided herein, no Owner may subdivide his or her Unit.

8.4 The Management Committee shall have the right to enter into any Unit for the purpose of emergency repairs, and for the purpose of abating a nuisance, or a known or suspected dangerous, unlawful or unauthorized activity.

8.5 Nothing in this Declaration shall limit the rights of the Association to operate any Residential Units owned by it, if any, for transient rental purposes, and the Association reserves to itself and shall have the right to operate its Units in the Project for, among other things, transient rental purposes.

8.6 The persons or entities who are at the time of reference Owners shall be members of the Association, the characteristics and nature of which are determined by the Act, this Declaration, the Bylaws, the Articles and other applicable Utah law.

9. NATURE AND INCIDENTS OF COMMERCIAL UNIT OWNERSHIP.

9.1 Each Commercial Unit is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, leased, rented, used, occupied, improved and otherwise affected in accordance with the provisions of this Declaration.

9.2 Each Commercial Owner shall have the exclusive right to paint, repaint, tile, wax, paper, carpet, or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his or her Commercial Unit and surfaces of all walls, ceilings, floors and doors within such boundaries. Each Commercial Owner shall keep the interior of his or her Commercial Unit, including without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that the Management Committee determines that such Commercial Unit has developed an unsanitary condition or fallen into a state of disrepair and in the event that the Owner of such Unit should fail to correct such condition or state of disrepair promptly following written notice from the Management Committee, the Management Committee shall have the right, at the expense of the Commercial Owner and without liability to the Commercial Owner for trespass or otherwise, to enter said Commercial Unit and correct or eliminate said unsanitary condition or state of disrepair.

9.3 Upon written notice to the Management Committee, two or more adjoining Commercial Units may be utilized by the Commercial Owner(s) thereof as if they were one Unit. Any walls, floors or other structural separations between any two such Commercial Units, may, for as long as the two Commercial Units are utilized as one Unit, be utilized by the Commercial

Owner(s) of the adjoining Units as Limited Common Areas and Facilities, except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use or enjoyment of other parts of the Project. At any time, upon the request of the Commercial Owner of one of such adjoining Commercial Units, any opening between the two Commercial Units which, but for joint utilization of the two Units, would have been occupied by the structural separation, shall be closed, at the equal expense of the Commercial Owner(s) of each of the two Commercial Units and the structural separations between the two Commercial Units shall thereupon become Common Areas and Facilities.

9.4 Commercial Units may be subdivided or combined as set forth in the following paragraphs:

9.4.1 No Commercial Unit or Units shall be subdivided either by agreement or legal proceedings, except as provided in this Section 9.4. A Commercial Owner or Owners may subdivide Commercial Units by giving notice in writing to the Management Committee, the Mortgagees of the Commercial Unit(s) to be subdivided and, if required by local law, to Park City or Summit County. The notice must include complete plans and specifications for accomplishing the subdivision and proposed amendments of this Declaration and the Plat.

9.4.2 The subdivision of a Commercial Unit will be accepted only if approved in writing by the Mortgagees of the Commercial Unit(s) to be subdivided, if required by their Mortgages, and by Park City or Summit County, to the extent required by applicable law. The Management Committee may approve the subdivision only as to form and legal sufficiency. Park City or Summit County, if required, may approve the proposal as to applicable planning, zoning and other permitting requirements.

9.4.3 A subdivision of Commercial Units shall provide for reallocation of the percentage ownership in the Common Areas and Facilities among the resulting Units on a pro rata basis based upon the total square footage of each resulting Commercial Unit, consistent with the provisions of Section 6.2 above, so that the combined percentages of ownership of the resulting Unit(s), are identical with the combined percentage ownerships of the subdivided Unit(s) prior to subdivision.

9.4.4 The Commercial Owner(s) of the Commercial Unit(s) to be subdivided shall be responsible for all costs associated with its implementation including but not limited to costs of amendment and recording of the Amendment and supplemental Plat to effect the proposal; review of the documents for form, including reasonable attorneys' fees incurred by the Management Committee; and the cost of any modifications to the Project to implement the proposal.

9.4.5 Upon receipt of all approvals, the Commercial Owner(s) may proceed according to the proposed plans and specifications; provided that the Management Committee may, in its discretion, require that the Management Committee or its agent administer the work, or that provisions for the protection of other Units or Common Areas and Facilities and/or reasonable deadlines for completion of the work be inserted in the contracts for the work. The Management Committee may require the Commercial Owner(s) to provide

completion bonds in form and amount satisfactory to the Management Committee. The changes in the Plat, if any, and the changes in this Declaration shall be placed of record, at the requesting Commercial Owner's expense, as amendments thereto.

9.5 The Commercial Units may be used and occupied for commercial purposes only. Any Owner may lease all or any portion of its Commercial Unit for such purpose.

9.6 Owners of Commercial Units shall not use, and shall not permit their guests or invitees to use, any waiting area, library, stairway, elevator, patio, walkway, hallway, spa, storage area, restroom or other portion of the Project which is designated on the Plat as Limited Common Areas and Facilities for exclusive use by Owners of Residential Units.

9.7 Notwithstanding anything to the contrary contained in this Declaration, an Owner of a Commercial Unit may make improvements or alterations to its Commercial Unit or the Limited Common Areas and Facilities designed to serve only its Commercial Unit without the consent of any Owner or the Association, on the conditions that:

(i) the improvement or alteration does not impair any other Unit or any Limited Common Area and Facility designed to serve any Unit;

(ii) the Owner of the Commercial Unit promptly repairs any damage to any Common Areas and Facilities caused thereby at its cost and expense;

(iii) the improvement or alteration complies with all laws, ordinances, regulations and rules of governmental and quasi-governmental authorities with jurisdiction.

9.8 Notwithstanding anything to the contrary contained in this Declaration, and in addition to the rights of an Owner of a Commercial Unit under this Section 9:

9.8.1 The Owner of a Commercial Unit shall have the right to install, operate, maintain, repair and replace machinery, equipment, utility lines, wires, circuits, cables, and conduits serving such Commercial Unit, along, across and through any and all Common Areas and Facilities and any Limited Common Areas and Facilities, on the conditions that (a) the Owner of the Commercial Unit, at its sole cost and expense, shall repair, replace and restore any damage to the Common Areas and Facilities, and (b) such installation, maintenance, repair or replacement complies with all laws, ordinances, regulations and rules of governmental and quasi-governmental authorities with jurisdiction;

9.8.2 The Owner of a Commercial Unit shall have the right to alter that portion of the Project's building facade that serves as the boundary of that Commercial Unit and other Common Areas and Facilities located immediately adjacent to that Commercial Unit (including without limitation, the creation, removal and relocation of entrances, exits, window, window boxes, signage and other architectural features), without consent of any Owner or the Association, on the conditions that (a) the Owner of the Commercial Unit repairs any damage to any Common Areas and Facilities caused thereby at its expense, (b) the

Owner obtains the consent of the Management Committee, and (c) such alteration complies with all laws, ordinances, regulations and rules of governmental and quasi-governmental authorities with jurisdiction.

9.8.3 In the event consumption of electricity at Commercial Unit exceeds the normal amount supplied by the Association to other Units at the Project, the Owner of the Commercial Unit, at the cost and expense of such Owner, shall install a separate electrical meter to be installed at the Commercial Unit in order to measure the amount of electricity consumed for any such use. The Owner of the Commercial Unit shall pay such electrical charges as may be separately metered. In the event the electricity for a Commercial Unit is separately metered, the Common Assessments assessed to such Owner shall be reduced in order to eliminate that part of the Common Assessments attributable to the electrical costs at the Project.

9.9 Notwithstanding anything to the contrary in this Section 9, the Owner of a Commercial Unit may:

9.9.1 Perform such activities within its Commercial Unit as are common to or necessary for the conduct of commercial operations, including, without limitation, restaurant, nightclub, lounge and retail operations, and any lights, sounds and odors which result from such activities shall not violate the terms of this Section 9 or Section 11.

9.9.2 Erect and attach signs, banners, window boxes, decorations and other similar items on the exterior of the Project or projections from the exterior of the Project on the condition that such signs, banners, window boxes, decorations and other similar items and their locations are approved by the Management Committee, and otherwise comply with the Governing Documents.

9.9.3 Apply for and obtain special use permits and licenses (e.g., liquor licenses) which are necessary or appropriate for the conduct of commercial activities in its Unit in accordance with the Governing Documents, without obtaining the approval of the Management Committee, on the condition that such permits and licenses are consistent with the existing zoning and actual uses of the Commercial Unit at the time the permit or license is applied for.

9.10 The persons or entities who are at the time of reference Commercial Owners shall be members of the Association, the characteristics and nature of which are determined by the Act, the Declaration, the Bylaws, the Articles and other applicable Utah law.

9.11 Notwithstanding any other provision in this Section 9, the Association may obtain ownership of Commercial Units, through foreclosure or otherwise, to further the purposes of this Declaration. In the event the Association obtains ownership of a Commercial Unit, then the following will apply:

9.11.1 The Association, at its option, shall have the right to convert any Commercial Unit that it owns to Common Areas and Facilities by recording an Amendment

to this Declaration. The conversion to Common Areas and Facilities is complete upon recordation of the Amendment.

9.11.2 To the extent the Association converts a Commercial Unit to Common Areas and Facilities, the ownership interest in the Common Areas and Facilities and the corresponding responsibility for Common Assessments and votes for all Units in the Project shall be changed at the time the Association records an Amendment. Said changes in ownership interest and votes shall be reflected in an amended Exhibit "A" to this Declaration to be filed with the Summit County Recorder as part of the Amendment. It is contemplated that there may be multiple amendments filed by the Association and such amendments are hereby expressly authorized.

9.11.3 The Association shall calculate and revise the undivided interest for each Unit in the Project based upon the following formula:

$$\frac{\text{Number of points assigned To a Unit}}{\text{Number of points assigned to all the Units}} = \text{Ownership Interest in the Common Areas and Facilities of the Project}$$

9.11.4 Each Owner, by execution of a contract for deed or the acceptance of a deed to a Unit in the Project, shall be deemed to have consented to all provisions of this section, including the procedure for adjustment of Unit ownership interests pursuant to paragraph 9.1.3 hereof. The Association shall also have the express authority to submit any amended Plat reflecting the conversion of Commercial Units to Common Areas, in the event a supplemental Plat may be required by the proper governmental entities.

9.11.5 The Association shall have the right to lease all or any portion of its Commercial Unit, and doing so will not change the nature of Unit from being part of the Common Areas and Facilities. The Association shall also have the right to charge Owners and their Guests for usage of a Commercial Unit owned by the Association or any Facilities located thereon.

9.11.6 The Association shall not be considered an Owner for purposes of computing Common Assessments, voting allocations or for taxing purposes from Summit County.

10. TITLE TO UNITS.

10.1 Title to a Unit within the Project may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

10.2 Except as otherwise provided herein, title to no part of a Unit within the Project may be separated from any other part thereof during the period of ownership, and each Unit, and the

undivided interest in the Common Areas and Facilities appurtenant to each shall always be conveyed, devised, encumbered and otherwise affected only as a complete Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Unit, or any part thereof, shall be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Unit, together with all appurtenant rights created by law and by this Declaration, including appurtenant membership in the Association as herein set forth. Upon an Owner's transfer of his or her Unit, the Management Committee may charge a reinvestment fee in accordance with the maximum amount allowed by the Act. The Management Committee is authorized to make any determinations regarding the amount of the reinvestment fee and is further authorized to record any additional documents with the Recorder's office to comply with the Act.

10.3 The Common Areas and Facilities shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

10.4 Each Owner shall have the right to encumber his or her interest in a Unit with a Mortgage. However, no Owner shall attempt to or shall have the right to encumber the Common Areas and Facilities or any part thereof except the undivided interest therein appurtenant to his or her interest in a Unit. Any Mortgage of any Unit within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise. In the event a Commercial Unit that is owned by the Association and has been converted to Common Areas and Facilities in accordance with Section 9 is foreclosed upon by a Mortgagee or through a tax sale conducted by the State, such foreclosure shall not impact the treatment of such Commercial Unit as Common Areas and Facilities, and governance over any such Unit shall at all times remain with the Management Committee.

10.5 Labor performed or services or materials furnished for the Project, if authorized by the Association and provided for in this Declaration, shall be deemed to be performed or furnished with the express consent of each Owner. The Owner may remove his Unit from a lien against two or more Units or any part thereof by payment to the holder of the lien of the fraction of the total sums secured by such lien which is attributable to his Unit.

10.6 Every contract for the sale of a Unit and every other instrument affecting title to a Unit within the Project may describe a Unit by the name of the Project, the recording date for this Declaration, the county wherein the Project is located and its Unit Number as indicated in this Declaration or as shown on the Plat. Such description will be construed to describe the Unit, together with the appurtenant undivided interest in the Common Areas and Facilities, and to incorporate all the rights incident to ownership of a Unit within the Project and all of the limitations on such ownership as described in this Declaration.

11. RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY.

11.1 The Units and Common Areas and Facilities, including but not limited to the Limited Common Areas and Facilities, except as otherwise permitted in writing by the Management Committee, shall be used in accordance with the following restrictions:

11.1.1 Except to the extent specifically permitted by this Declaration, Owners shall not make any commercial use of The Silver Baron Lodge at Deer Valley or any portion thereof, with the specific exception of the Commercial Units, subject to rules and regulations enacted by the Management Committee. Use of Units at The Silver Baron Lodge at Deer Valley shall be pursuant to the rules and regulations of the Association, this Declaration, the Articles and the Bylaws, as each document may be amended from time to time.

11.1.2 Any Owner shall have the right to lease or allow occupancy of a Unit upon such terms and conditions as the Owner may deem advisable, subject to the following, and to other restrictions regarding short-term and overnight rentals, which may be contained in the rules and regulations promulgated by the Management Committee:

11.1.2.1 Any Owner who rents or leases his or her Unit shall advise the Management Committee or Common Area Manager in writing that the Unit has been leased or rented.

11.1.2.2 Short-term occupancies and rentals (of less than 30 days) of Units for residential purposes for resort lodging to overnight and short-term guests shall be subject to reasonable regulation of the Management Committee.

11.1.2.3 All short-term and long-term occupancies, leases and rental agreements of Units shall state that the failure of the tenant, renter or Guest to comply with the terms of this Declaration, the Bylaws, the Articles or the rules and regulations shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them. Failure of an Owner to include such provision in a lease or rental agreement shall not prevent the Association from enforcing the provisions contained in this Section 11. All tenants, renters and Guests are hereby put on constructive notice of the Association's enforcement rights contained herein.

11.1.2.4 All occupancies of Guests shall be subject to the right of the Association to remove and/or evict the Guest for failure to comply with the terms of this Declaration, the Bylaws, the Articles or the rules and regulations.

11.1.2.5 Except as restricted in this Declaration, and such rules and regulations that the Management Committee may promulgate, the right to lease or allow occupancy of a Unit shall not be restricted.

11.1.2.6 Any Owner who rents or leases or otherwise permits any other person to utilize his or her Unit shall be responsible for the conduct of his or her Guests, tenants or occupants, and upon written notice from the Management Committee or the Common Area Manager, said Owner shall be responsible for correcting violations of this Declaration, the Bylaws or the rules and regulations committed by such Guests, tenants or occupants.

11.1.3 Subject to the payment of all Common Assessments and other charges approved by the Association and levied against the Owners, and subject to compliance with

the provisions of this Declaration and with rules and regulations promulgated from time to time by the Management Committee, each Owner shall have the right with all other Owners to occupy and use the Units and Common Areas and Facilities at The Silver Baron Lodge at Deer Valley.

11.1.4 No Owner shall erect or construct, in the Common Areas and Facilities, any structure of any type whatsoever without the prior written approval of the Management Committee. No Owner shall place, store, keep or permit to be placed, stored or kept, upon the Common Areas and Facilities any personal property, including, but not limited to, vehicles of any type except pursuant to the rules and regulations of the Association without the prior written approval of the Management Committee. Except as expressly provided in this Declaration, no Owner shall have the right to redecorate or make alterations or repairs to any Common Areas and Facilities or Common Furnishings, nor shall any Owner have the right to subject The Silver Baron Lodge at Deer Valley or any portion thereof to any liens for the making of improvements or repairs to The Silver Baron Lodge at Deer Valley or any portion thereof. The provisions of this Article are intended to benefit and protect First Mortgagees as well as Owners and may be enforced by any First Mortgagee, the Management Committee or by an Owner.

11.1.5 No noxious, offensive, illegal or unauthorized activity shall be carried on in or upon any part of the Project nor shall anything be done on or placed in or upon any part of the Project which is or may become a nuisance or may cause unreasonable embarrassment, disturbance or annoyance to Owners. Normal construction activities shall not be considered to violate the terms and conditions of this Section and by accepting a deed to a Unit, an Owner acknowledges that noises, lights and odors common to recreational and commercial activities, as well as construction activities, may exist on or near the Property, at any time and from time to time.

11.1.6 No activities shall be conducted, or improvements constructed, in or upon any part of the Project which are or may become unsafe or hazardous to any person or property.

11.1.7 No signs, flags or advertising devices of any nature, including, without limitation, for sale or for rent signs, political, informational or directional signs or devices, shall be erected or maintained on any part of the Project, except as may be necessary temporarily to caution or warn of danger, except to advertise the Project or Commercial Units, or except as otherwise approved by the Management Committee.

11.1.8 No solid-fuel burning devices such as charcoal grills and wood burning stoves or fireplaces shall be used, kept or stored within any Units.

11.1.9 No motor vehicle classed by manufacturing rating as exceeding three-quarter ton and no motor home, trailer, detached camper or camper shell, boat or other similar equipment vehicle may be kept or parked at the Project.

11.1.10 No motor vehicle shall be constructed, repaired or serviced at the Project.

11.1.11 Owners shall not, and shall not permit their Guests to litter. No burning trash, garbage or other waste materials will be permitted on the Property.

11.1.12 Except for the Commercial Units, the draperies, shades and other interior window coverings in Units shall present a uniform appearance from the outside of the Units. All draperies, shades or other interior window coverings shall be installed or employed in each Unit by or at the direction of the Management Committee or with the prior inspection and written approval of the Management Committee.

11.1.13 Except as otherwise permitted by this Declaration, no Owner shall, without the prior written consent of the Management Committee, make or permit to be made any alteration, improvement or addition in or to any Unit. No Owner shall, without the prior written consent of the Management Committee, do any act that would impair the structural soundness or integrity of the Building(s) or the safety of property, impair any easement or hereditament appurtenant to the Project, or make or permit to be made any alteration, improvement or addition to the Common Areas and Facilities, notwithstanding Sections 8.3 and 9.2 above.

11.1.14 Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would result in cancellation of the insurance on the Project or any part thereof, nor shall anything be done or kept in any Unit which would increase the rate of insurance on the Project or any part thereof over what the Association but for such activity, would pay, without the prior written consent of the Management Committee. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or any part thereof which would be in violation of any statute or rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas and Facilities or any part thereof shall be committed by any Owner or Guest, lessee, licensee or invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or her or his or her Guests, lessees, licensees or invitees.

11.1.15 No Owner shall violate the rules and regulations for the use of Units and Common Areas and Facilities as adopted from time to time by the Association.

11.2 By accepting title to a Unit, each Owner, for himself or herself and for his or her heirs, successors-in-title and assigns, does absolutely and forever waive any right to seek or obtain physical partition of The Silver Baron Lodge at Deer Valley, or any portion thereof, and does further waive the right to seek or obtain partition of The Silver Baron Lodge at Deer Valley by means of the sale of The Silver Baron Lodge at Deer Valley or any portion thereof unless the institution of such suit or action for partition has been approved by the affirmative vote of the same number of Owners that would be required to sell all or any portion of The Silver Baron Lodge at Deer Valley pursuant to and in compliance with this Declaration. Notwithstanding the foregoing, there shall be no limitation on judicial sale in lieu of partition in the case of co-owners of individual Units.

11.3 It is intended that this Declaration alone, incorporating by reference the Articles and the Bylaws, shall govern all rights with respect to the use, possession, enjoyment, management and disposition of Units conveyed in The Silver Baron Lodge at Deer Valley. Accordingly, all rights with respect to the use, possession, enjoyment, management and disposition of any Units in The Silver Baron Lodge at Deer Valley which an Owner might otherwise have as a tenant-in-common (including, but not limited to, any common law or statutory right jointly to use, possess or manage commonly owned property), are hereby unconditionally and irrevocably subordinated to this Declaration and related Project governing documents for so long as this Declaration and the Units created hereby shall remain in effect.

12. ASSOCIATION AND MANAGEMENT COMMITTEE.

12.1 The Association shall be governed by the following provisions:

12.1.1 The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Management Committee consisting of at least five (5) and not more than seven (7) natural persons as provided in the Bylaws. The Management Committee shall be elected as provided in this Declaration and in the Bylaws.

12.1.2 Except as otherwise provided herein, the Management Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by the Act, this Declaration and the Bylaws, including but not limited to the following:

12.1.2.1 To make and enforce all rules and regulations covering the operation and maintenance of the Project and the Units.

12.1.2.2 To engage the services of a Common Area Manager, accountants, attorneys or other employees or agents and to pay to said persons a reasonable compensation therefor.

12.1.2.3 To operate, maintain, repair, improve and replace the Common Areas and Facilities.

12.1.2.4 To determine and pay the Common Expenses.

12.1.2.5 To enter into contracts, deeds, leases and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

12.1.2.6 To open bank accounts on behalf of the Association and to designate the signatories therefor.

12.1.2.7 To purchase, hold, sell, convey or mortgage any one or more Units in the name of the Association or its designee.

12.1.2.8 To bring, prosecute and settle litigation for itself, the

Association and the Project, provided that it shall make no settlement which results in a liability against the Management Committee, the Association or the Project in excess of \$100,000 (as measured in year 2005 dollars and thereafter adjusted by the Cost of Living Index) without the prior approval of a majority of the Total Votes of the Association at a meeting or by written ballot distributed to Owners by mail; provided, any settlement which would be paid from proceeds of insurance which may be settled by the Association's insurance carrier and which in either case results in no actual liability of funds of the Association in excess of \$100,000 shall not require Association approval.

12.1.2.9 To obtain insurance in accordance with the Act and as it otherwise deems appropriate for the Association with respect to the Units and the Common Areas and Facilities, as well as worker's compensation insurance.

12.1.2.10 To repair or restore the Project following damage or destruction or a permanent taking by the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation not resulting in the removal of the Project from the provisions of the Act.

12.1.2.11 To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary to or convenient to the management of the business and affairs of the Association and the Management Committee and to the operation of the Project, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

12.1.2.12 To keep adequate books and records and implement the policies and procedures for the inspection of the books and records of the Project by Owners in accordance with the terms of the Bylaws. The Association or the Management Committee shall make available to the Owners, Mortgagees and the holders, insurers and guarantors of the First Mortgage on any Unit current copies of this Declaration, Articles, Bylaws and other rules governing the Project and other books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

12.1.2.13 To do all other acts necessary for the operation and maintenance of the Project, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the Project

12.1.2.14 To prepare, adopt, amend and disseminate budgets and other information from time to time in accordance with the terms of the Bylaws.

12.1.2.15 To grant conveyances, easements and rights-of-way over the Common Areas and Facilities and to approve signage for the Project.

12.1.2.16 To enforce the rules, regulations, policies and procedures of the Management Committee.

12.1.2.17 Subject to the limitations of Section 12.1.4, the Act and any other applicable law, the Management Committee may delegate to a Common Area Manager by written agreement all of the foregoing powers, duties and responsibilities referred to in this Section 12.1.2.

12.1.2.18 Members of the Management Committee, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for and/or by them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

12.1.2.19 When a member of the Management Committee is sued for liability for actions undertaken in his or her role as a member of the Management Committee, the Association shall indemnify him or her for losses or claims, and undertake all costs of defense, until and unless it is proven that he or she acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense, and may recover costs already expended from the member of the Management Committee who so acted. Members of the Management Committee are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Association, but may be recovered from persons whose gross negligence gave rise to the damages.

12.1.3 Neither the Management Committee nor the Common Area Manager shall sell any property of the Association except as permitted by the Act and this Declaration.

12.1.4 The Association acting through the Management Committee may enter into a contract with a Common Area Manager for the management of the Project which complies with the requirements of Section 12.1.2 hereof as applicable to the Project. The Common Area Manager so engaged shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required to be performed by the Association itself.

13. ASSESSMENT OF UNITS BY THE ASSOCIATION.

13.1 The making and collection of Common Assessments by the Association from Owners of Units for their share of Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

13.1.1 Each Owner, for each Unit which it owns, shall be liable for a proportionate share of the Common Expenses, such share being the same as the ownership interest in the Common Areas and Facilities appurtenant to the Unit owned by him or her. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and one for capital reserve expenses. Such combined expenses shall constitute the Common Expenses, and the funds received from Common Assessments under this Section 13 shall be the Common Expense Fund. Common Assessments shall include both Regular Common Assessments and Special Common Assessments. After an assessment has been made by the Association, Regular Common Assessments must be made at least annually, based on a budget adopted at least annually by the Association in accordance with the provisions of this Declaration and the Bylaws. Regular Common Assessments shall be levied against each separate Unit, and shall commence as to all Units in the Project on the first day of the month following the closing of the first sale of a Unit.

13.1.2 In addition to the Regular Common Assessments, the Association may levy in any calendar year, Special Common Assessments applicable to that year only, for any purpose that the Management Committee may determine in its sole and exclusive determination, including without limitation for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon any Common Areas and Facilities, including the necessary fixtures and personal property related thereto, and other costs, expenses of operation or shortfalls in the collection of Common Assessments from the Owners; structural alterations or capital additions or capital improvements to the Common Areas and Facilities as are necessary in the Management Committee's sole and exclusive judgment to preserve or maintain the integrity of the Common Areas and Facilities; to pay an increase in real property taxes; or imposing a special assessment against an individual Owner as a remedy utilized by the Management Committee to reimburse the Association for costs incurred in bringing the Owner and/or his or her Unit into compliance with the provisions of this Declaration, the Bylaws, rules and regulations of the Association, or any other governing instrument for the Project. The portion of any Special Common Assessment levied against a particular Unit shall be equal to the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit. The Management Committee shall provide notice by first class mail to all Owners of any Special Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date such Assessment is due.

13.1.3 All Common Assessments shall be due as determined pursuant to the Bylaws. Common Assessments and any installments thereof not paid on or before sixty (60) days after the date when due shall bear interest at the rate of twelve percent (12%) per annum, or at such lower rate of interest as may be set by the Management Committee, from the date when due until paid. Furthermore, Owners who do not pay their Common Assessments within thirty (30) days of when due shall be subject to a late fee of up to one hundred dollars (\$100.00), adjustable from year to year at the discretion of the Management Committee pursuant to the Cost of Living Index. All payments of Common Assessments shall be first applied to accrued interest and late fees, and then to the Common Assessment payment first due. All Common Assessments to pay a judgment against the Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their

liabilities for Common Expenses. If any Common Expense is caused by the misconduct of any Owner, the Association may assess that expense exclusively against such Owner's Unit(s). If the Owners' percentage interests in the Common Areas and Facilities are reallocated, assessments for Common Expenses and any installment thereof not yet due must be recalculated in accordance with the reallocated percentage interests of the Owners.

13.1.4 There shall be a lien upon the applicable Unit for all unpaid Common Assessments, together with late fees, interest and costs (including attorneys' fees) charged pursuant to this Declaration and the Act. The lien for unpaid Common Assessments and related charges shall be effective upon recordation of the Original Declaration in the Office of the Summit County Recorder. The Association may also record a written notice of lien by the Management Committee or the Common Area Manager. The written notice of lien may set forth the amount of the Common Assessment, the date(s) due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. A notice of lien may be recorded once there is a delinquency in payment of the Common Assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to the exercise of powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by law.

13.1.5 In any foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any Common Assessments against the Unit which shall become due during the period of foreclosure, and all such Common Assessments shall be secured by the lien being foreclosed. The Management Committee shall have the right and power on behalf of the Association to bid at any foreclosure sale and to hold, lease, mortgage or convey the subject Unit in the name of the Association. In furtherance of such foreclosure rights, the Association may bring an action at law against the Owner personally obligated to pay the same or the Association may foreclose the lien in accordance with the provisions of the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code). The Association and each Owner hereby appoint Maxwell & Morgan, P.C., its successors and/or assigns, as trustee for the purpose of exercising the power of sale in connection with non-judicial foreclosures as provided in Title 57, Chapter 1, Utah Code and made applicable hereto by Title 57, Chapter 8, Utah Code. Provided, however, the Association reserves the right to substitute and appoint a successor trustee as provided for in Title 57, Chapter 1, Utah Code. Each Owner hereby conveys and shall upon taking title to a Unit be deemed to have conveyed all of its right, title and interest in his or her Unit to such trustee, in trust, with a power of sale, to secure each Owner's obligations under this Declaration, including but not limited to the obligation to pay all Common Assessments. The Association may, through its duly authorized agents, bid on the Unit at any foreclosure sale and acquire, hold, lease, mortgage and convey the same.

13.1.6 The lien of the Association shall be superior (prior) to all other liens and encumbrances except liens and encumbrances recorded before recordation of the Original Declaration, a First Mortgage on a Unit as provided for herein and assessments, liens and charges in favor of the state or any political subdivision thereof, for taxes and other governmental assessments or charges past due and unpaid on the Unit. The lien procedures

described herein do not prohibit actions to recover sums for which the Act creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. The Management Committee, upon written request and in accordance with the Act, shall furnish to an Owner a statement setting forth the amount of unpaid assessments against the Unit.

13.1.7 The amount of any Common Assessment against any Unit shall be the personal obligation of the Owner of such Unit to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas and Facilities or by abandonment of his Unit or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment of unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

13.1.8 The personal obligation of an Owner to pay unpaid assessments against his Unit shall not pass to successors in title unless assumed by them. Provided, however, a lien to secure unpaid assessments shall not be affected by the sale or transfer of the Unit unless foreclosure by a First Mortgagee is involved in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Owner from paying further assessments.

13.2 The Association through the Management Committee shall include in the Common Assessments amounts representing sums to be used for the replacement of or additions to capital items or improvements in the Project.

13.3 The Management Committee, unless there is good cause shown, shall not expend funds designated as reserves for any purpose other than the repair, restoration, replacement or maintenance of major components of the Common Areas and Facilities for which the Association is responsible and for which the reserve fund was established or for litigation involving such matters. Nevertheless, the Management Committee may authorize the temporary transfer of money from the reserve account to the Association's operating account from time to time to meet short term cash flow requirements and pay other expenses. Any such funds so transferred shall constitute a debt of the Association, and shall be restored and returned to the reserve account within three (3) years of the date of the initial transfer; provided, however, the Management Committee may, upon making a documented finding that a delay in the restoration of such funds to the reserve account would be in the best interests of the Project and Association, delay such restoration until the time it reasonably determines to be necessary. The Management Committee shall exercise prudent fiscal management in the timing of restoring any transferred funds to the reserve account and shall, if necessary, levy a Special Common Assessment to recover the full amount of the expended funds within the time limit specified above. As required by the Act, the Management Committee shall cause a study to be conducted of the reserve account of the Association and its adequacy to satisfy anticipated future expenditure requirements.

13.4 If an Owner shall at any time lease his or her Commercial Unit or Residential Unit and shall default in the payment of Common Assessments, the Management Committee may, at its

option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid.

13.5 The Assessment lien described in Section 13.1.5 above in favor of the Association to secure the payment of Assessments shall also apply to any of the Personal Charges which are incurred. In addition to any other remedy available herein or as may be allowed for in law or in equity for the collection of Assessments, Personal Charges may be collected against each Owner and Guest as follows:

13.5.1 If the Management Committee is able to determine the amount of Personal Charges at departure time (for example, Personal Charges constituting long distance telephone charges, optional housekeeping service, etc., but which shall not include services which are assessed to all Owners as part of the Common Expenses), such Personal Charges shall be payable at the termination of the Owner's or Guest's or tenant's occupancy of the Unit.

13.5.2 Personal Charges which are not ascertainable at the time of termination of an Owner's or Guest's or tenant's occupancy of a Unit shall be payable as determined by the Management Committee.

14. VOTING.

14.1 At any meeting of the Association, each Owner of a Unit in good standing, either in person or by proxy, shall be entitled to vote the same number of votes as specified in Exhibit "A". The voting rights appurtenant to each Unit shall vest upon execution and recording of this Declaration or any Amendment hereto. An Owner's voting rights shall automatically be suspended if the Owner is more than thirty (30) days delinquent in the payment of any Common Assessments or Personal Charges. The cut off for determining the list of Owners in good standing is five (5) calendar days prior to a vote taking place.

14.2 The vote appurtenant to each respective Unit shall be based on the undivided interest of the Unit in the Common Areas and Facilities as set forth in Exhibit "A". The vote appurtenant to each Unit shall have a permanent character, and, except as otherwise permitted and provided for in this Declaration, shall not be altered without the unanimous consent of all Owners expressed in a duly recorded Amendment.

15. MAINTENANCE, ALTERATION AND IMPROVEMENT.

15.1 The maintenance, replacement and repair of the Common Areas and Facilities shall be the responsibility of the Association, and the cost thereof shall be a Common Expense. The Association shall also maintain, replace and repair all common porches and decks and all conduits, ducts, plumbing and wiring and other central facilities for the furnishing of heat, air conditioning, gas, light, power, water and sewer service. All incidental damages caused to a Unit by the

maintenance, replacement and repairs of the Common Areas and Facilities or utility services shall be repaired promptly and the cost thereof charged as a Common Expense.

15.2 Some of the Common Areas and Facilities are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Areas and Facilities from time to time during such reasonable hours as may be necessary for the cleaning, repair or replacement of any Common Areas and Facilities or for making any emergency repairs at any time and when necessary to prevent damage to the Common Areas and Facilities or to any Unit. The Association shall also have the irrevocable right to have access to any Unit when necessary in connection with any cleaning, maintenance, repair, replacement, painting, landscaping, construction or reconstruction for which the Association is responsible or for the purpose of abating a nuisance or a known or suspected dangerous or unlawful condition. Such entry shall be made with as little inconvenience to the Owners as is practicable under the circumstances and any damage caused thereby shall be repaired by the Association.

16. INSURANCE.

16.1 In addition to the mandatory insurance requirements contained in the Act, the Association shall maintain insurance meeting the following requirements, to the extent reasonably available and deemed affordable as determined by the Management Committee in its sole discretion:

16.1.1 A "master" or "blanket" type policy of property insurance may be maintained covering the entire Project, including: Common Areas and Facilities; all Buildings including all Units; fixtures, building service equipment, personal property and supplies comprising a part of the Common Areas or Facilities or owned by the Association, but excluding land, foundations, excavations, and other items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity insurance coverage. Such "master" or "blanket" policy should generally afford protection against loss or damage by fire, by other perils normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, where such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage.

16.1.2 If the Management Committee deems such advisable and as long as it is available at a reasonable cost, the insurance policy described in Section 16.1.1 above shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement (under which the insurer agrees to replace the insurable property regardless of the cost) and, if the policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance); or (2) a Replacement Cost Endorsement (under which the insurer agrees to pay up to one-hundred percent of the property's insurable replacement cost but no more) and, if the

policy includes a co-insurance clause, an Agreed Amount Endorsement (which waives the requirement for co-insurance). Unless the Management Committee otherwise determines, the maximum deductible amount for such a policy covering the Common Areas and Facilities shall be Ten Thousand Dollars (\$10,000) and for losses related to individual Units that are covered by such a policy, the deductible related to each individual Unit shall be Ten Thousand Dollars (\$10,000.00). Funds to cover these deductible amounts shall be included in the Association's operating reserve account.

16.1.3 If any habitable structure located within the Project is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Plat, a "master" or "blanket" policy of flood insurance may be maintained covering the Buildings (a separate policy is generally required for each separate multi-story building that houses Units), any machinery and equipment that are not part of a Building and all Common Areas and Facilities within the Project (hereinafter "Insurable Property") in an amount deemed appropriate, but not less than the lesser of: (1) the maximum limit of coverage available under the National Flood Insurance Administration Program for all Buildings and Insurable Property within any portion of the Project located within a designated flood hazard area; or (2) one hundred percent (100%) of the insurable value of all such facilities. The maximum deductible amount for any such policy shall be the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy face amount.

16.1.4 The name of the insured under each policy required to be maintained by the foregoing Sections 16.1.1 and 16.1.3 shall be the Association for the use and benefit of the individual Owners. Said Owners shall be designated by name, if required. Notwithstanding the requirement of the two immediately foregoing sentences, each such policy may be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual Owners. Loss payable shall be in favor of the Association (or Insurance Trustee), as a trustee for each Owner and each such Owner's Mortgagee. Each Owner and each such Owner's Mortgagee, if any, shall be beneficiaries of such policy. Evidence of insurance shall be issued to each Owner and Mortgagee upon request.

16.1.5 Each policy maintained by the foregoing Sections 16.1.1 and 16.1.3 should generally contain the standard mortgage clause, or equivalent endorsement (without contribution), commonly accepted by private institutional mortgage investors in the area in which the Project is located. In addition, such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a scheduled holder of a Mortgage in the policy.

16.1.6 Each policy maintained by the foregoing Sections 16.1.1 and 16.1.3 should generally provide, if it is available at a reasonable cost to the Association, for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Owners individually; the insurance is not prejudiced by any act or neglect of

individual Owners which is not in the control of such Owners collectively or the Association; and the policy is primary in the event the Owner has other insurance covering the same loss.

16.1.7 In contracting for the policies of insurance required to be maintained by the foregoing Section 16.1.1, the Management Committee shall make reasonable efforts to secure, if the Management Committee deems such advisable and if it is available at a reasonable cost to the Association, coverage which provides the following endorsements: (1) "Inflation Guard Endorsement"; (2) "Building Ordinance or Law Endorsement", if the enforcement of any building, zoning, or land use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs (the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction); and (3) "Steam Boiler and Machinery Coverage Endorsement", if the project has central heating or cooling, which shall provide that the insurer's minimum liability per accident at least equals the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the Building containing the boiler or machinery. In lieu of obtaining this as an endorsement to the commercial package property, the Association may purchase separate stand-alone boiler and machinery coverage.

16.1.8 The Association may maintain and pay the premiums for "blanket" fidelity bonds for all officers, members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association whether or not that individual receives compensation for services. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to the Common Area Manager, the Common Area Manager shall provide "blanket" fidelity bonds, with coverage identical to such bonds required of the Association, for the Common Area Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the Common Area Manager, as the case may be, at any given time during the term of each bond.

16.1.9 The Association may maintain and pay the premium for a policy providing commercial general liability insurance coverage covering all of the Common Areas and Facilities, Building exteriors, public ways in the Project, all other areas of the Project that are under the Association's supervision, and any commercial spaces owned by the Association, if any, whether or not such spaces are leased to some third party. The coverage limits under such policy shall be in amounts generally required by private institutional mortgage investors for projects similar to the Project in construction, location, and use. Nevertheless, such coverage should generally be for at least One Million Dollars (\$1,000,000) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Coverage under such policy should generally include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and Facilities, Building exteriors, and legal liability arising out of lawsuits related to employment contracts of the Association. Additional coverages under such policy may include protection against such other risks as are customarily covered with respect to projects similar to the Project in

construction, location, and use, including but not limited to (as long as it is available at a reasonable cost to the Association), host liquor liability, contractual and all-written contract insurance, employers liability insurance, and comprehensive automobile liability insurance. If such policy does not include "severability of interest" in its terms, the policy shall include a special endorsement to preclude an insurer's denial of any Owner's claim because of negligent acts of the Association or any other Owner. Such policy should generally provide that it may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each First Mortgagee which is listed as a scheduled holder of a Mortgage in such policy.

16.1.10 Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Owner hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as his or her attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Owners and their Mortgagees, as their interests may appear.

16.1.11 Each insurance policy maintained pursuant to the foregoing Sections 16.1.1, 16.1.3, 16.1.8, and 16.1.9 shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide or an A or better rating from Demotech, Inc., or which is written by Lloyd's of London. No such policy shall be maintained where: (1) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, an Owner, a Mortgagee, the Management Committee, or the Association; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Management Committee, the Association, or Owner) from collecting insurance proceeds. The provisions of this Section 16.1.11 and of the foregoing Sections 16.1.1, 16.1.3, 16.1.8 and 16.1.10 shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

16.1.12 All insurance policies shall be reviewed regularly by the Management Committee in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Project which may have been damaged or

destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration.

16.1.13 The Management Committee may establish rules as it deems appropriate regarding the treatment of insurance deductibles, including the ability to charge insurance deductibles to the Owners and Units receiving the benefit from the insurance proceeds in any particular instance.

17. DESTRUCTION OR DAMAGE.

17.1 All of the Owners irrevocably constitute and appoint the Association their true and lawful attorney-in-fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as his or her attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

17.2 Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having substantially the same vertical and horizontal boundaries as before.

17.3 In the event all or any part of the Project is damaged or destroyed, the Association shall proceed as follows:

17.3.1 The Association shall give timely written notice to any holder of any First Mortgage on a Unit who requests such notice in writing in the event of substantial damage to or destruction of any part of the Common Areas or Facilities or a Unit subject to such First Mortgage.

17.3.2 As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Project damaged or destroyed.

17.3.3 If the proceeds of the insurance maintained by the Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out.

17.3.4 If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75%) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a Special Common Assessment sufficient to provide funds to pay the actual costs of such repair and

reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such Special Common Assessment shall be allocated and collected as provided in Section 13 above. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

17.3.5 If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75%) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed if the Management Committee determines it is in the best interest of the Association to do so. In determining whether to repair or reconstruct the Project, the Management Committee may obtain input from the Owners in a manner that is intended to obtain the perspective of all Owners, but ultimately the decision as to whether the Project should be repaired and reconstructed will rest with the Management Committee unless otherwise mandated by Section 57-8-31 of the Act. In the event the Management Committee does not approve such repair and reconstruction, the Association shall record in the office of the County Recorder of Summit County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

17.3.5.1 The Project shall be deemed to be owned in common by the Owners;

17.3.5.2 Each Owner shall own an undivided interest in the Project equal to his ownership interest in the Common Areas and Facilities;

17.3.5.3 Any liens affecting any of the Units shall be deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and

17.3.5.4 The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Project, if any, shall be considered as one fund and shall be divided among all Owners in an amount equal to the percentage of undivided interest owned by each Owner in the Project after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

17.3.5.5 In no event shall an Owner of a Unit or any other party have priority over the holder of any First Mortgage on such Unit with respect to the distribution to such Unit of any insurance proceeds.

17.4 If the damage or destruction is to be repaired or reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and

reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas and Facilities having the same vertical and horizontal boundaries as before. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original architectural plans and specifications.

17.5 If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from Common Assessments made pursuant to Section 13 above shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in equal proportion according to the percentages referenced in Exhibit "A".

18. TERMINATION.

18.1 Except as otherwise provided in this Declaration, including but not limited to Section 19 below, or as otherwise set forth in the Act, the Project may be terminated only by agreement of Owners entitled to vote all of the votes of all Units.

18.2 All of the Owners may remove the Project from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting any of the Units consent or agree by instruments duly recorded, that their liens are transferred to the undivided ownership interest of the Owners in the Project. Upon removal of the Project from the provisions of the Act, the Project shall be deemed to be owned in common by the Owners. The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas and Facilities.

18.3 A termination agreement may provide that all the Project shall be sold following termination. If, pursuant to the agreement, any real estate in the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

18.4 The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to the Act. If any real estate in the Project is to be sold following termination, title to that real estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the relative value of each Unit. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Unit in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner

and their successors in interest remain liable for all assessments and other obligations imposed on Owners by this Declaration.

18.5 Following termination of the Project, the proceeds of any sale of real estate, together with the assets of the Association, shall be held by the Association as trustee for Owners and Mortgagees as their interests may appear. Following termination, Mortgagees holding Mortgages on the Units which were recorded before termination may enforce those liens in the same manner as any lienholder.

19. EMINENT DOMAIN.

19.1 Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of the Common Areas and Facilities or one or more Units or portions thereof by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Management Committee and each Owner shall be entitled to notice thereof and the Management Committee shall, and the Owners at their respective expense may, participate in the proceedings incident thereto.

19.2 With respect to the Common or Limited Common Areas and Facilities, any damages or awards shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein. After such determination, each Owner shall be entitled to a share in the damages in the same proportion as his ownership interest in the Common Areas and Facilities. This provision does not prohibit a majority of the Owners from authorizing the Management Committee to use such damages or awards for replacing or restoring the Common Areas and Facilities so taken on the remaining land or on other acquired land, provided that this Declaration and the Plat are duly amended.

19.3 With respect to one or more Units or portions thereof, the damages or awards for such taking shall be deemed to be proceeds from insurance on account of damage or destruction pursuant to Section 17 above and shall be deposited with the Management Committee as trustee. Even though the damages or awards may be payable to one or more Owners, the Owners shall deposit the damages or awards with the Management Committee as trustee. In the event an Owner refuses to so deposit his award with the Management Committee, then at the option of the Management Committee, either a Special Common Assessment shall be made against the defaulting Owner and his Unit in the amount of this award or the amount of such award shall be set off against the sum hereafter made payable to such Owner.

19.4 In the event the Project is removed from the provisions of the Act pursuant to Section 17 above, the proceeds of the damages or awards shall be distributed or used in accordance with the Owners' respective undivided interest in the Common Areas and Facilities.

19.5 If one or more Units are taken, in whole or in part, and the Project is not removed from the provisions of the Act, the taking shall have the following effects:

19.5.1 If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenantable, the Unit shall be made tenantable. If the cost of such work

exceeds the amount of the award, the additional funds required shall be assessed against the Owners of the Unit. The balance of the award, if any, shall be distributed to the Mortgagee to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owner.

19.5.2 If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award shall be distributed to the Mortgagee of the Unit to the extent of the unpaid balance of its Mortgage and the excess, if any, shall be distributed to the Owners thereof. The remaining portion of such Unit, if any, shall become a part of the Common Areas and Facilities and shall be placed in condition for use by all Owners in the manner approved by the Management Committee. The ownership interest in the Common Areas and Facilities appurtenant to the Units that continue as part of the Project shall be equitably adjusted to distribute the ownership of the Common Areas and Facilities among the reduced number of Owners.

19.6 Changes in Units, in the Common Areas and Facilities and in the ownership of the Common Areas and Facilities that are affected by the taking referred to in this Section 19 shall be evidenced by an amendment to this Declaration and the Plat, which need not be approved by the Owners.

20. MORTGAGEE PROTECTION.

20.1 The Management Committee shall maintain a roster containing the name and address of each First Mortgagee that has provided the Management Committee with written notice as described in this Section 20.1 ("Eligible Mortgagee"). To be considered an Eligible Mortgagee, a First Mortgagee shall provide the Management Committee with a certified copy of its recorded First Mortgage and the name and address of the First Mortgagee and a statement that the Mortgage is a First Mortgage together with a written request that it receive notice of the matters and actions described below. The Eligible Mortgagee shall be stricken from the roster upon request by such Eligible Mortgagee or upon receipt by the Management Committee of a certified copy of a recorded full release or satisfaction of the Eligible Mortgage. Notice of such removal shall be given to the Eligible Mortgagee unless the removal is requested by the Eligible Mortgagee. Upon the Association's receipt of such written request, an Eligible Mortgagee shall be entitled to timely written notice of:

20.1.1 Any condemnation loss or any casualty loss which affects a material portion of the Project or any Unit on which there is a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor;

20.1.2 Any delinquency in the payment of assessments or charges owed by an Owner whose Unit is subject to a Mortgage held, insured or guaranteed by such Mortgagee, insurer or governmental guarantor, which default remains uncured for a period of sixty (60) days; and

20.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond or insurance maintained by the Association.

20.2 The assessment or claim against a Unit for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Unit, and the First Mortgagee thereunder which comes into possession of or which obtains title to such Unit shall take the same free of such lien or claim for unpaid assessment or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No assessment, assessment lien, or claim which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Unit therein, affected or previously affected by the First Mortgage concerned.

20.3 In the event any taxes or other charges which may or have become a lien on the Common Areas and Facilities are not timely paid, or in the event the required hazard insurance described in Section 16 lapses, is not maintained, or the premiums therefor are not paid when due, any First Mortgagee or any combination of First Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any First Mortgagee which expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

20.4 No provision of this Declaration or the Articles gives or may give an Owner or any other party priority over any rights of Mortgagees pursuant to their respective Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for loss to or taking of all or any part of the Units or the Common Areas and Facilities. All proceeds or awards shall be paid directly to any Mortgagees of record, as their interest may appear.

21. AMENDMENT.

21.1 Except as provided elsewhere in this Declaration, any amendment to this Declaration shall require the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association cast in person or by proxy at a meeting duly called for such purpose or otherwise approved in writing by such Owners without a meeting. Any Amendment authorized pursuant to this Section shall be accomplished through the recordation in the office of the Summit County Recorder of an instrument executed by the Association. In such instrument an officer or trustee of the Association shall certify that the vote required by this Section for Amendment has occurred.

21.2 Notwithstanding anything contained in this Declaration to the contrary, this Declaration may be amended unilaterally at any time and from time to time by the Association if such Amendment is (i) necessary to correct typographical errors or inadvertent omissions; (ii) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; or (iii) reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; provided, however, any such Amendment shall not materially adversely affect the title to any Unit unless any such Owner shall consent thereto in writing.

21.3 Anything in this Section 21 or this Declaration to the contrary notwithstanding, the Association reserves the unilateral right to amend all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), FHA, VA, the FHLMC or FNMA and to further amend to the extent requested by any other federal, state or local governmental agency which requests such an amendment as a condition precedent to such agency's approval of this Declaration or approval of the sale of Units, or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Unit(s) or any portions thereof. Any such amendment shall be effected by the recordation by the Association of an Amendment duly signed by the Association, specifying the nature of the qualifying reason for such amendment pursuant to this Section 21.3. Recordation of such an Amendment shall be deemed conclusive proof of the agency's or institution's request for such an amendment, and such Amendment, when recorded, shall be binding upon all Units and all persons having an interest therein.

22. EASEMENTS AND LICENSES.

22.1 If any part of the Common Areas and Facilities encroaches or shall hereafter encroach upon a Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Areas and Facilities, or upon an adjoining Unit or Units, an easement for such encroachment and for the maintenance of the same shall and does exist. Such easements shall extend for whatever period the encroachment exists. Such encroachments shall not be considered to be encumbrances either on the Common Areas and Facilities or the Units. Encroachments referred to herein include, but are not limited to, encroachments caused by error in the original construction of any improvement constructed or to be constructed within the Project, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof.

22.2 Improvements, including Units, Common Areas and Facilities and Limited Common Areas and Facilities, constructed as subsequent phases of the Project may encroach upon portions of the Common Areas and Facilities of earlier phases of the Project. A perpetual easement for such encroachment and the activities necessary to repair, maintain and operate such improvements is hereby granted.

22.3 Each Owner shall have the right to ingress and egress over, upon and across the Common Areas and Facilities as necessary for access to the Unit he or she is occupying and to any Limited Common Areas and Facilities appurtenant to his or her Unit, and shall have the right to the horizontal, vertical and lateral support of his or her Unit.

22.4 The Association is hereby granted an exclusive easement to make such use of the Common Areas and Facilities as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to repair, replace and maintain the Common Areas and Facilities for use by the Owners and the Association.

22.5 The Association is entitled to a construction easement over the Common Areas and Facilities for the purpose of doing all things that are reasonably necessary as a part of constructing any new improvements for the Project including all physical improvements as well as all Units and Common Areas and Facilities. The Owners of Units do hereby acknowledge and agree that there will be construction activities, traffic, noises, odors and vibrations which may temporarily disrupt their quiet enjoyment of their Units and the Common Areas and Facilities appurtenant thereto until all improvements are complete, and such Owners do hereby waive any right to object to such construction activity; provided, however, the Association shall endeavor to use reasonable efforts to minimize the adverse impact of such construction activities on the Owners of Units in the Project.

22.6 The Association is entitled to a non-exclusive easement for itself and its affiliates and assignees over, through and under the Property for ingress to, egress from, and installation, replacement, repair and maintenance of, all utility and service lines and systems, including, without limitation, water, sewer, gas, telephone, electricity and cable communication that service the Property or any portion thereof as well as any such lines and systems which service property owned by the Association.

22.7 The Association has a non-exclusive easement for right of access to all types of telecommunications within the Project, including but not limited to roof antennas ("Facilities Locations") over, across, and through all other Common Areas and Facilities of the Project in order to access the Facilities Locations. The Association reserves the perpetual right to transfer by easement, license agreement or other conveyance the rights reserved hereunder to one or more telecommunication facilities providers. Declarant may exercise all of the rights under this Section 22.7 without the consent of any Owner or Mortgagee. The Association, on behalf of all Owners, agrees to execute such further and additional instruments as may be appropriate to document the rights hereunder.

22.8 While occupying a Unit, all Owners are entitled to use the parking areas designated as Common Areas and Facilities, in accordance with the rules and regulations adopted by the Management Committee or the Association, which rules and regulations may, among other things, regulate times, areas and location of parking spaces.

22.9 The Association shall have the right to relocate and/or reconfigure any and all the easements or licenses described in this Declaration from time to time as it sees fit without the consent of any Owners. All conveyances of Units within the Project hereafter made shall be construed to grant and reserve such easements and/or licenses as are provided herein, even though no specific reference to such easements appears in any such conveyance.

23. NOTICES.

23.1 Any notice permitted or required to be delivered as provided herein may be delivered either personally, by first class mail, by express mail or overnight courier service providing proof of delivery, or by telecopy or facsimile transmission. Notice to Owners shall be addressed to each Owner at the address given by such Owners to the Management Committee for the purpose of service of such notice or to the Unit of such Owner if no such address has been given to the Management Committee. Notice shall be deemed given when actually received if personally delivered or sent by

overnight courier; if faxed, when the fax is received, except that if the fax is received at a time other than the normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States Mail, properly addressed and postage prepaid. Such address may be changed from time to time by notice in writing to the Management Committee addressed to:

Management Committee
The Silver Baron Lodge at Deer Valley Owners Association, Inc.
2880 Deer Valley Drive East
Park City, Utah 84060

24. NO WAIVER.

The failure of the Management Committee or its agents or designees to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, the Bylaws, to exercise any right or option herein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction; but such term, covenant, condition or restriction shall remain in full force and effect. The receipt and acceptance by the Management Committee or its agents or designees of the payment of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Management Committee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Management Committee.

25. ENFORCEMENT.

25.1 All Owners, guests or lessees of an Owner, and persons under Owner's control, shall strictly comply with the provisions of this Declaration, the Bylaws, and the rules and regulations and decisions issued pursuant thereto. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with provisions of this Declaration or the decisions of the Association. Owners shall have a similar right of action against the Association. Failure to so comply shall be grounds for: (i) an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee, or its agent or designee on behalf of the Owners, or in an appropriate case, by an aggrieved Owner; and/or (ii) the Management Committee to impose monetary penalties, temporary suspensions of an Owner's voting rights and the right to the use of a Unit or the Common Areas and Facilities, or other appropriate discipline so long as any such Owner has been given notice and has had an opportunity to present a written or oral defense to the charges in a hearing. The Management Committee shall determine whether the Owner's defense shall be oral or written. After the hearing, but before any disciplinary action is taken, the Owner shall be notified of the decision of the Management Committee. Any Owner who is more than thirty (30) days delinquent in the payment of any Common Assessments or Personal Charges shall have his or her voting rights immediately suspended until the delinquency is brought current. During the time period when any voting rights have been suspended, the Total Votes of the Association shall be reduced proportionately in accordance with those owners who are eligible to vote. The Management Committee may delegate to the Common Area Manager, the power and authority to carry out disciplinary actions duly imposed.

25.2 The Association shall not be empowered to cause the absolute forfeiture of an Owner's right, title or interest in the Project on account of the Owner's failure to comply with the provisions of this Declaration or the rules and regulations for the Project except pursuant to:

25.2.1 The judgment of a court; or

25.2.2 A foreclosure for the failure of an Owner to pay assessments duly levied by the Association.

25.3 The Association shall only be empowered to cause or require alteration or demolition of any construction to enforce any restrictions contained in this Declaration pursuant to judicial proceedings.

26. SECURITY.

The Association may, but shall not be obligated to, maintain or support certain activities within the Project designed to make the Project safer than they otherwise might be. The Association shall not in any way be considered an insurer or guarantor of security within the Project, however, and neither shall the Association be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and his, her or its tenants, Guests and invitees acknowledge that the Association and its Management Committee do not represent or warrant that any fire protection system or burglar alarm system designated by or installed in the Project may not be compromised or circumvented, that any fire protection or burglar alarm systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise nor that fire protection or burglary alarm systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner or his, her or its tenant, Guest or invitee acknowledges and understands that the Management Committee is not an insurer and that each Owner or his, her or its tenant, Guest and invitee assumes all risks for loss or damage to persons or property within the Project and further acknowledges that the Management Committee has made no representations or warranties nor has any Owner or his, her or its tenant, Guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems recommended or installed or any security measures undertaken within the Project.

27. AGENT FOR SERVICE OF PROCESS.

The current agent for service of process under the Act shall be Brian W. Morgan, whose current address is 2825 E. Cottonwood Parkway, Suite 500, Salt Lake City, Utah 84121.

28. SEVERABILITY.

The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

29. CAPTIONS.

The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

30. LAW CONTROLLING.

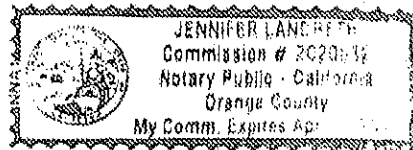
This Declaration and the Plat shall be construed and controlled by and under the laws of the State of Utah.

31. EFFECTIVE DATE.

This Declaration as amended and restated herein shall take effect when recorded.

IN WITNESS WHEREOF, I Greg McLaughlin, the current President of the Association, and as a duly authorized officer, hereby certify that in excess of seventy-five percent (75%) of the Total Votes of the Association have approved of this amended and restated Declaration, which number exceeds the amendment requirements set forth in the provisions of the Original Declaration, and I hereby execute this Declaration on this ____ day of December, 2012.

[Signature]
By: Greg McLaughlin, President
The Silver Baron Lodge at Deer Valley
Owners Association, Inc., a Utah nonprofit corporation



STATE OF California

COUNTY OF Orange

On this 10 day of December, 2012, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Greg McLaughlin, the President of The Silver Baron Lodge at Deer Valley Owners Association, Inc., a Utah nonprofit corporation.

Witness my hand and official seal affixed the day and year above written.

[Signature]
Notary Public in and for the State of California
My appointment expires: 4/19/17

EXHIBIT A
Schedule of Units, Square Footage,
Votes and Undivided Interest in Common Areas

Parcel/Unit Number	Approx. Sq. Footage of Unit	Points Per Square Foot	No. of Par Value Points Per Unit	No. of Votes Per Unit	Undivided Interest Per Unit
SBLDV-6101	1497	4	5,988	5,988	1.65%
SBLDV-6102	1497	4	5,988	5,988	1.65%
SBLDV-6110	1498	4	5,992	5,992	1.65%
SBLDV-6111	1992	4	7,968	7,968	2.19%
SBLDV-6114	1498	4	5,992	5,992	1.65%
SBLDV-6115	1498	4	5,992	5,992	1.65%
SBLDV-6118	1487	4	5,948	5,948	1.64%
SBLDV-6119	1498	4	5,992	5,992	1.65%
SBLDV-6122	1487	4	5,948	5,948	1.64%
SBLDV-6123	1498	4	5,992	5,992	1.65%
SBLDV-6127	1000	4	4,000	4,000	1.10%
SBLDV-6131	1487	4	5,948	5,948	1.64%
SBLDV-6133	998	4	3,992	3,992	1.10%
SBLDV-6137	1500	4	6,000	6,000	1.65%
SBLDV-6201	1981	4	7,924	7,924	2.18%
SBLDV-6202	1981	4	7,924	7,924	2.18%
SBLDV-6210	1498	4	5,992	5,992	1.65%
SBLDV-6211	1992	4	7,968	7,968	2.19%
SBLDV-6214	1498	4	5,992	5,992	1.65%
SBLDV-6215	1498	4	5,992	5,992	1.65%
SBLDV-6218	1487	4	5,948	5,948	1.64%
SBLDV-6219	1498	4	5,992	5,992	1.65%
SBLDV-6222	1487	4	5,948	5,948	1.64%
SBLDV-6223	1498	4	5,992	5,992	1.65%
SBLDV-6224	1500	4	6,000	6,000	1.65%
SBLDV-6227	1487	4	5,948	5,948	1.64%
SBLDV-6231	1487	4	5,948	5,948	1.64%
SBLDV-6233	1500	4	6,000	6,000	1.65%
SBLDV-6237	1498	4	5,992	5,992	1.65%
SBLDV-6239	1500	4	6,000	6,000	1.65%
SBLDV-6301	2492	4	9,968	9,968	2.74%
SBLDV-6302	2492	4	9,968	9,968	2.74%
SBLDV-6310	2000	4	8,000	8,000	2.20%
SBLDV-6311	1992	4	7,968	7,968	2.19%
SBLDV-6314	2000	4	8,000	8,000	2.20%
SBLDV-6315	1483	4	5,932	5,932	1.63%
SBLDV-6318	2000	4	8,000	8,000	2.20%

Parcel/Unit Number	Approx. Sq. Footage of Unit	Points Per Square Foot	No. of Par Value Points Per Unit	No. of Votes Per Unit	Undivided Interest Per Unit
SBLDV-6319	2000	4	8,000	8,000	2.20%
SBLDV-6322	2000	4	8,000	8,000	2.20%
SBLDV-6323	2000	4	8,000	8,000	2.20%
SBLDV-6324	2000	4	8,000	8,000	2.20%
SBLDV-6327	2000	4	8,000	8,000	2.20%
SBLDV-6331	2000	4	8,000	8,000	2.20%
SBLDV-6333	2000	4	8,000	8,000	2.20%
SBLDV-6337	1498	4	5,992	5,992	1.65%
SBLDV-6339	1470	4	5,880	5,880	1.62%
SBLDV-6343	1500	4	6,000	6,000	1.65%
SBLDV-6437	1499	4	5,996	5,996	1.65%
SBLDV-6439	2000	4	8,000	8,000	2.20%
SBLDV-6443	2460	4	9,840	9,840	2.71%
SBLDV-CU-1	243	3	729	729	0.20%
SBLDV-CU-3	264	3	792	792	0.22%
SBLDV-CU-4	330	3	990	990	0.27%
SBLDV-CU-5	264	3	792	792	0.22%
SBLDV-CU-6	330	3	990	990	0.27%
SBLDV-CU-7	215	3	645	645	0.18%
SBLDV-CU-8	344	3	1,032	1,032	0.28%
SBLDV-CU-9	194	3	582	582	0.16%
SBLDV-CU-10	258	3	774	774	0.21%
SBLDV-CU-11	206	3	618	618	0.17%
SBLDV-CU-12	211	3	633	633	0.17%
SBLDV-CU-14	374	3	1,122	1,122	0.31%
SBLDV-CU-15	278	3	834	834	0.23%
SBLDV-CU-16	3498	3	10,494	10,494	2.89%
SBLDV-CU-17	363	3	1,089	1,089	0.30%
SBLDV-CU-19	363	3	1,089	1,089	0.30%
SBLDV-CU-20	363	3	1,089	1,089	0.30%
TOTAL			363,138	363,138	100.00%

EXHIBIT B

BYLAWS

THE SILVER BARON LODGE AT DEER VALLEY OWNERS ASSOCIATION, INC.

The administration of THE SILVER BARON LODGE AT DEER VALLEY OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("Association") shall be governed by the Declaration, the Articles, these Bylaws, the Utah Condominium Ownership Act (Title 57, Chapter 8, Utah Code) (the "Act") and the Utah Revised Nonprofit Corporation Act (Title 16, Chapter 6a, Utah Code) (the "Nonprofit Act").

1. Definitions. Terms which are capitalized in these Bylaws and which are not otherwise defined herein shall have the meanings set forth in Section 2 of the Amended and Restated Declaration of Condominium - The Silver Baron Lodge at Deer Valley ("Declaration").

2. Application of Bylaws. All present and future Owners, Mortgagees, lessees and occupants of Units, and their employees and Guests, and any other persons who may use the facilities of the Project in any manner are subject to the Declaration, these Bylaws and all rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a Unit, or the occupancy of any Unit, shall constitute a ratification and acceptance of and an agreement to comply with the provisions of the Declaration, these Bylaws and any rules and regulations made pursuant hereto, as each may be amended from time to time.

3. Management Committee

3.1. Members. The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Management Committee consisting of at least five (5) and not more than seven (7) natural persons in accordance with the provisions of Section 12 of the Declaration.

3.2. Election of Management Committee by Owners. The Owners shall elect the members of the Management Committee, all of whom must be Owners in good standing. The members and officers of the Management Committee shall take office upon election. Thereafter, at every annual meeting, the Association shall elect the members of the Management Committee to fill those positions becoming vacant at such meeting, pursuant to the terms of this Section 3.

3.4. Nominating Committee. At least thirty (30) days prior to the annual meeting of the Association, the Management Committee shall elect from the Owners in good standing a nominating committee of not less than three (3) members, none of whom shall be at that time members of the Management Committee. The nominating committee shall recommend to the Association at least one (1) nominee for each position on the Management Committee to be filled at that particular annual meeting. Nominations for positions on the Management Committee may also be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by one (1) or more Owners and the nominee named therein indicating his or her willingness to serve as a member of the Management Committee, if elected.

3.5. Voting for the Management Committee. Voting for the Management Committee shall be by secret written ballot. At any meeting of the Association, each Owner in good standing, either in person or by proxy, shall be entitled to the number of votes set forth in the Declaration for each Unit owned multiplied by the number of Management Committee seats to be filled. Each Owner may cumulate his or her votes with respect to the Units for which he or she is voting and cast all of them in favor of a single candidate, or distribute his or her votes among as many candidates as the Owner sees fit.

3.6. Term. Members of the Management Committee shall serve for terms of three (3) years beginning immediately upon their election by the Association. The elections shall be conducted in a manner to facilitate staggered terms for the members of the Management Committee. The members of the Management Committee shall serve until their respective successors are elected, or until death, resignation, or removal.

3.7. Resignation and Removal. Any member of the Management Committee may resign at any time by giving written notice to the President of the Association or to the remaining Management Committee members. Any member of the Management Committee who fails to attend three (3) consecutive Management Committee meetings or fails to attend at least twenty-five percent (25%) of the Management Committee meetings held during any fiscal year either in person or via telephone shall be deemed to have tendered his or her resignation, and his or her position shall be vacant following confirmation of the failure to attend by the affirmative vote of the remaining members of the Management Committee, though less than a quorum. Any member of the Management Committee that becomes delinquent in the payment of any Common Assessments or Personal Charges for more than sixty (60) days shall be deemed to have tendered his or her resignation, and his or her position shall be vacant following confirmation of the delinquency by the affirmative vote of the remaining members of the Management Committee, though less than a quorum. If a member of the Management Committee loses his or her status as an Owner in good standing for reasons other than an outstanding delinquency, the remaining members of the Management Committee, though less than a quorum, have the ability to vote for the proper consequence of the loss in good standing status, which consequence may include suspension of voting rights as a member of the Management Committee or removal from the Management Committee as if through resignation. The Owners representing at least two-thirds (2/3) of the Total Votes of the Association present and entitled to vote at any meeting of the Owners at which a quorum is present may remove any member of the Management Committee with or without cause. A member of the Management Committee may only be removed by the Owners at a meeting called for the purpose of removing such member and if the meeting notice states that the purpose, or one of the purposes, of the meeting is removal of such member of the Management Committee.

3.8. Vacancies. If vacancies shall occur in the Management Committee by reason of the death or resignation of a Management Committee member, the Management Committee members then in office shall continue to act, and such vacancies shall be filled by a vote of the Management Committee members then in office, though less than a quorum. Any vacancy in the Management Committee occurring by reason of removal of a Management Committee member by the Association may be filled by election at the meeting at which such Management Committee member is removed or any subsequent regular or special meeting of the Association. A vacancy resulting from a removal shall only be filled by the vote or written consent of a majority of the Total Votes of the Association.

3.9. No Compensation. The members of the Management Committee shall receive no compensation for their services unless expressly approved by the vote or written assent of a majority of the Total Votes of the Association; provided, however, that members of the Management Committee shall be reimbursed by the Association for transportation expenses actually incurred and a reasonable per diem payment for attendance at regular and special meetings of the Management Committee. Any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by all members of the Management Committee not including the member to be employed.

3.10. Powers. The Management Committee, for the benefit of the Project and the Association, shall manage the business, property and affairs of the Project and the Association and enforce the provisions of the Declaration, these Bylaws and the rules and regulations governing the Project. The Management Committee is authorized to adopt rules and regulations governing the use and operation of the Project, which shall become effective thirty (30) days after adoption by the Management Committee. The Management Committee shall have the powers, duties and responsibilities with respect to the Project as contained in the Declaration, the Articles and these Bylaws.

3.11. Management Committee Meeting. The regular meetings of the Management Committee shall be held at least semi-annually at such times and places within the Project, or some other reasonable and suitable location in Summit County, unless a meeting at another location would significantly reduce the cost to the Association and/or the inconvenience to Management Committee members, as the Management Committee shall determine. Management Committee members may participate in Management Committee meetings by means of telephonic conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and by any other means permitted under Utah law. Such participation shall constitute presence in person at the meeting.

3.12. Special Meetings. Special meetings of the Management Committee may be called by written notice signed by any two (2) members of the Management Committee. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Special meetings shall be held within the Project or some other reasonable location in Summit County unless a meeting at another location would significantly reduce the cost to the Association and/or inconvenience to the members of the Management Committee, as the Management Committee shall determine. Written notice of any special meeting shall be sent to all members of the Management Committee in the manner set forth in Section 3.13 below. If an agenda is prepared for a special meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

3.13. Notice. Unless otherwise provided by Utah law, regular meetings of the Management Committee may be held without notice of the date, time, place, or purpose of the meeting. Special meetings of the Management Committee must be preceded by two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting unless required by Utah law. The giving of notice of any special meeting shall be governed by the rules set forth in Section 103 of the Nonprofit Act.

3.14. Waiver of Notice. A member of the Management Committee may waive any notice of a meeting before or after the time and date of the meeting stated in the notice by signing a written waiver. A member's attendance at or participation in a meeting waives any required notice to that member of the meeting unless such member, at the beginning of the meeting or promptly upon the member's arrival at the meeting, objects to the holding of the meeting or transacting business at the meeting because of lack of notice or defective notice and the objecting member does not vote for or assent to action taken at the meeting.

3.15. Actions and Open Meetings. The Management Committee members shall act only as a Management Committee, and individual Management Committee members shall have no powers as such. Regular and special meetings of the Management Committee shall be open to all members of the Association; provided, however, that the Association members who are not on the Management Committee may not participate in any deliberation or discussion unless permission to speak is requested on his or her behalf by a Management Committee member. In such case, the President may limit the time any Association member may speak. The Management Committee may, with the approval of a majority of a quorum of its members, adjourn the meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature.

3.16. Quorum and Voting. A majority of the Management Committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. If less than a quorum is present at the meeting, a majority of the members present may adjourn the meeting from time to time without further notice other than an announcement at the meeting, until a quorum shall be present. No Management Committee member may vote or act by proxy at any Management Committee meeting. The voting rights of any Management Committee member that is delinquent in the payment of Common Assessments or Personal Charges for a period of thirty (30) days or more shall be suspended until such time as the delinquency is resolved.

3.17. Action Without a Meeting. Any action that is required or permitted to be taken at a meeting of the Management Committee may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Management Committee members and such signed consents are filed with the records of the Association. Such consent shall have the same force and effect as a unanimous vote.

3.18. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Management Committee. In the absence of a Management Committee resolution, the fiscal year shall be the calendar year.

3.19. Special Committees. The Management Committee may designate by resolution such committees and subcommittees as the Management Committee deems appropriate, from time to time. Each committee shall exercise those powers granted to it by an enabling resolution of the Management Committee; provided, however, that no committee shall exercise any power which is excluded from the delegation of power of the Management Committee by the laws of the State of Utah, the Articles, or these Bylaws.

3.20. Eligibility. An officer, employee, agent or director of a corporate Owner of a Unit, a trustee or designated beneficiary of a trust that owns a Unit, a partner of a partnership that owns a Unit, a member of a limited liability company that owns a Unit, and a fiduciary of an estate that owns a Unit may be considered an Owner for the purpose of determining eligibility for membership of the Management Committee. In all events where the person serving or offering to serve as an officer or member of the Management Committee is not the record Owner, they shall file proof of authority in the records of the Association.

3.21. Common Area Manager. Subject to the limitations of Section 15.1.4 of the Declaration, the Act and any other applicable law, the Management Committee may delegate to a Common Area Manager by written agreement all of the powers, duties and responsibilities of the Management Committee referred to in this Section 3 and in the Declaration to the extent such duties and obligations are properly delegable.

4. Membership. Voting and Meetings of the Association.

4.1. Membership. Every Owner of a Unit shall be a member of the Association. The foregoing is not intended to include a Mortgagee, nor is it intended to include the Association if the Association owns a Unit.

4.2. Annual Meeting. The first meeting of the Association shall be held within one (1) year after the closing of the sale of the first Unit sold in the Project. Thereafter, there shall be an annual meeting of the Association on a date and at a time designated by the Management Committee at a reasonable place in the Project or some other location that is readily accessible at reasonable cost to the largest possible number of Owners.

4.3. Special Meetings. Special meetings of the Association may be called by the President, a majority of the Management Committee, or Owners representing at least twenty-five percent (25%) or more of the Total Votes of the Association and may be held at a location as determined by the Management Committee, which location should be either a reasonable place in the Project or some other location that is readily accessible at reasonable cost to the largest possible number of Owners. Written notice of a special meeting of the Association shall be sent to Owners in the manner described in Section 4.4 below.

4.4. Notice of Meetings. Notice of the annual meeting of the Association and of any special meetings of the Association shall be hand delivered or sent by first-class or certified mail, no fewer than ten (10) nor more than sixty (60) days prior to the date fixed for said meeting to each Owner entitled to vote at such meeting at such Owner's address as shown in the records of the Association or to any other mailing address designated in writing by the Owner. Such notice shall specify the place, date and hour of the meeting and a description of any matters that must be approved by the Owners for which the Owners' approval is sought at such meeting. The notice of a special meeting shall also include a description of the purposes for which the meeting is called. If any annual or special meeting of the Owners is adjourned to a different date, time or place, notice need not be given of the new date, time and place if the new date, time and place are announced at the meeting before adjournment. Notwithstanding the foregoing sentence, if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is or must be fixed under Section 706 of the Nonprofit Act and Section 4.5 of these Bylaws, notice of the

adjourned meeting must be given pursuant to the requirements of this Section 4.4 to Owners entitled to vote at the meeting.

4.5. Quorum. The presence in person or by proxy of Owners holding ten percent (10%) or more of the Total Votes of the Association at any meeting of the Association held in response to notice to all Owners of record properly given shall constitute a quorum. In the absence of a quorum at an Association meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall also be ten percent (10%) of the Total Votes of the Association. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings of the Association. Unless otherwise expressly provided in the Act, the Nonprofit Act, the Declaration and these Bylaws, any action may be taken at any meeting of the Owners upon a majority vote of the Owners who are present in person or by proxy.

4.6. Conduct of Meeting. A general form of parliamentary procedure, such as Robert's Rules of Order (latest edition), shall govern the conduct of the Association's meeting. The Management Committee may determine the most appropriate form of parliamentary procedure to use.

4.7. Action Without Meeting. Any action that may be taken at any annual or special meeting of the Association may be taken without a meeting and without prior notice, if one (1) or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted. Unless the written consents of all Owners entitled to vote have been obtained, notice of any Owner approval without a meeting shall be given at least ten (10) days before the consummation of the transaction, action, or event authorized by the Owner action to those Owners entitled to vote who have not consented in writing. Such notice shall contain or be accompanied by the same material that would have been required to be sent in a notice of meeting at which the proposed action would have been submitted to the Owners for action. Notwithstanding anything to the contrary herein, members of the Management Committee may not be elected by written consent except by unanimous written consent of all Owners entitled to vote for the election of directors.

4.8. Action by Written Ballot. Any action that may be taken at any annual, regular, or special meeting of the Owners may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter. The written ballot shall set forth each proposed action; and provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when:

4.8.1. The time by which all ballots must be received by the Association has passed so that a quorum can be determined; and

4.8.2. The number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

4.9. Voting and Proxies. At each meeting of the Owners, each Owner in good standing which is entitled to vote shall be entitled to vote in person or by proxy. The right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by their attorney-in-fact thereunto duly authorized in writing. The instrument authorizing the proxy shall be delivered, at the beginning of the meeting, to the Secretary of the Association, or such other officer or person who may be acting as the secretary at the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the Association. A proxy is void if it is not dated or purports to be revocable without notice.

4.10. Exercise of Voting. In the event that a Unit is owned by more than one (1) Owner, then by the majority written agreement of all Owners after the initial conveyance of such Unit, one (1) Owner shall be appointed as the designated owner ("Designated Owner") for the Unit for the purposes of voting on Association matters and for billing purposes. This Designated Owner may be changed at any time by delivering to the Association written notification of such change signed by all the Owners of the Unit. In the absence of such a designation, if only one (1) of several Owners of a Unit is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Unit. If more than one (1) of the Owners of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of such Owners. There shall be deemed to be majority agreement if any one (1) of the Owners casts the votes allocated to the Unit owned without protest made promptly to the person presiding over the meeting by any of the other Owners of such Unit.

4.11. Minutes. If required by Utah law, minutes of the annual and special meetings of the Association shall be distributed to each member within sixty (60) days after the meeting.

5. Officers.

5.1. Designation. All officers and employees of the Association shall serve at the will of the Management Committee. The officers shall be a President, a Vice President, a Secretary, and a Treasurer ("Officers"). The offices of Secretary and Treasurer may be held by the same person at the discretion of the Management Committee. The Management Committee may appoint additional Vice Presidents and such other assistant officers as the Management Committee may deem necessary ("Assistant Officers"). Each Officer shall be required to be member of the Management Committee. Each Assistant Officer shall be required to be an Owner or a member of the Management Committee. No Officer shall receive compensation for serving as such. Officers shall be annually elected by the Management Committee and may be removed and replaced by the Management Committee. The Management Committee shall require that officers (and other employees of the Association) be subject to fidelity bond coverage.

5.2. President. The President shall be the chief executive of the Management Committee and shall preside at all meetings of the Association and of the Management Committee and may exercise the power ordinarily allowable to the presiding officer of an association, including the

appointment of committees. The President shall exercise general supervision over the Project and its affairs. He or she shall sign, and the Secretary shall witness, on behalf of the Association, all conveyances, mortgages and contracts of material importance to its business. He or she shall do and perform all acts which the Management Committee may require.

5.3. Vice President. The Vice President shall perform the functions of the President in his or her absence or inability to serve.

5.4. Secretary. The Secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Owners and the Management Committee.

5.5. Treasurer. The Treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of funds and the keeping of records to the Common Area Manager.

5.6. Execution of Amendments. Any officer may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

6. Assessments and Expenses.

6.1. Common Assessments. All Common Assessments shall be made in accordance with the Declaration. Assessments shall be assessed on a monthly, quarterly or annual basis, at the election of the Management Committee.

6.2. Common Expenses. The Management Committee shall approve or disapprove the estimated Common Expenses and capital contributions for the coming fiscal year.

6.3. No Waiver. The failure by the Management Committee before the expiration of any fiscal year to estimate the Common Expenses as required herein shall not be deemed a waiver or modification in any respect of the provisions of the Declaration or these Bylaws or a release of the Owners from the obligation to pay any past or future Common Assessments, and the estimated Common Expenses fixed for the previous and current year shall continue until a new estimate is made.

6.4. No Exemption. No Owner shall be exempt from liability for Common Expenses by waiver of the use or enjoyment of the Project or by abandonment of his or her Unit.

6.5. Records. The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the maintenance, repair and replacement expenses of the Project and any other expenses incurred. Such records shall be available for examination by the Owners during regular business hours. In accordance with the actions of the Management Committee in assessing Common Expenses against the Units, the Treasurer shall keep an accurate record of such Common Assessments and of the payments thereof by each Owner.

6.6. Personal Obligation. All Common Assessments shall be a separate, distinct and personal liability of the applicable Owners at the time each Common Assessment is made. The

Management Committee shall have the rights and remedies contained in the Act and in the Declaration to enforce the collection of Common Assessments.

6.7. Statements for Purchasers. Any person who shall have entered into a written agreement to purchase a Unit, by written request directed to the Management Committee, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic Common Assessment and the amount of unpaid Common Assessments charged against such Unit and its Owner(s), and if such statement does not reveal the full amount of the unpaid Common Assessments as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of an amount in excess of the unpaid Common Assessments as shown thereon, provided that the former Owner shall remain so liable. Any such excess which cannot be promptly collected from the former Owner-grantor shall be reassessed by the Management Committee as a Common Expense to be collected from all Owners, including without limitation the purchaser of such Unit, his or her successors and assigns. The new Owner shall, and the former Owner shall not, be liable for any Common Assessments made after the date of transfer of title, even though the expenses incurred or the advances made by the Management Committee for which the Common Assessment is made relate in whole or in part to any period prior to that date. The Management Committee is authorized to require a reasonable fee for furnishing such statements up to the maximum amount allowed by law. If the request is made in connection with the closing of financing, refinancing or the sale of a Unit, then the fee shall be collected through close of escrow in an amount up to fifty dollars (\$50.00) or such greater amount as may be allowed by law.

6.8. Statements for Owners and Mortgagees. In addition to the statements issuable to purchasers, the Management Committee shall, in accordance with the Act, provide to any Owner or to any person who shall have entered into a binding agreement to purchase a Unit and to any Mortgagee, on request at reasonable intervals a current statement of unpaid Common Assessments with respect to a Unit. The Management Committee is authorized to require a reasonable fee for furnishing such statements in accordance with and to the maximum extent permitted by the Act.

6.9. Collection. In all cases where all or part of any Common Assessments for Common Expenses and capital contributions and for any expenses of and advances by the Management Committee cannot be promptly collected from the persons or entities liable therefor under the Declaration or these Bylaws, the Management Committee shall reassess the same as a Common Expense without prejudice to its right of collection against such persons or entities, or without prejudice to its lien for such Common Assessments.

7. Indemnification.

7.1. Indemnification of Members of Management Committee. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a member of the Management Committee or an officer of the Association, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which such individual reasonably believed to be in the best

interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful.

8. Litigation.

8.1. Expenses. If any action is brought by a member of the Management Committee on behalf of the Association, the expenses of suit, including reasonable attorneys' fees, shall be a Common Expense. Except as otherwise provided, if any action is brought against the Owners or against the Management Committee or the officers, employees or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the expenses of suit, including attorneys' fees, shall be a Common Expense. If any action is brought against one or more, but less than all Owners, with the result that the ultimate liability would, if proved, be borne solely by such Owners, the expenses of suit, including attorneys' fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

8.2. Defense. Except as otherwise provided by the Act, any action brought against the Association, the Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the Project as a whole, shall be directed to the Management Committee, and shall be defended by the Management Committee; and the Owners and Mortgagees shall have no right to participate in such defense other than through the Management Committee. Actions against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Management Committee, and shall be defended by such Owners.

9. Abatement and Enjoinment of Violations by Owners.

9.1. Violations. The violation of any rules or regulations adopted by the Management Committee, the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Management Committee the right, in addition to any other rights set forth in the Declaration or these Bylaws:

9.1.1. To enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner or Owners, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass provided that items of construction may not be altered or demolished without proper judicial proceedings; and/or

9.1.2. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

9.2. Remedies Cumulative. These remedies are cumulative to other remedies provided in the Declaration and these Bylaws or in any other applicable laws.

10. Accounting and Maintenance and Inspection of Records.

10.1. Accounting. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer. A budget for each fiscal year shall be adopted by the Management Committee and made available to all members of the Association prior to the beginning of the fiscal year to which the budget applies. The Management Committee shall make available to the Owners an unaudited financial statement, within one hundred twenty (120) days after the close of each fiscal year.

10.2. Inspection of Records. The membership register, including mailing addresses, books of account and minutes of meetings of the Association, of the Management Committee and of committees of the Management Committee and all other records of the Project maintained by the Association, Common Area Manager or managing company shall be made available for inspection and copying by any member of the Association or his or her duly appointed representative upon written request at any reasonable time and for a purpose reasonably related to his or her interest as an Owner, at the office where the records are maintained. Upon receipt of an authenticated written request from an Owner along with the fee prescribed by the Management Committee to defray the costs of reproduction, the Common Area Manager or other custodian of records of the Association shall prepare and transmit to the Owner a copy of any and all records requested. The Association may, as a condition to permitting an Owner to inspect the membership register or to its furnishing information from the register, require that the Owner agree in writing not to use, or allow the use, of information from the membership register for commercial or other purposes not reasonably related to the regular business of the Association and the Owner's interest in the Association. The Management Committee shall establish reasonable rules with respect to:

10.2.1. Notice to be given to the custodian of the records by the Owner desiring to make the inspection or obtain copies;

10.2.2. Hours and days of the week when such an inspection may be made; and

10.2.3. Payment of the cost of reproducing copies of documents requested by an Owner.

Every member of the Management Committee shall have the absolute right at any time to inspect all books, records and documents of the Association and to inspect all real and personal properties owned or controlled by the Association. This right of inspection shall include the right to make extracts and copies of records, subject only to the right of the Association to require that the Management Committee member agree in writing not to use, or allow the use of, the information from the membership register for commercial or other purposes not reasonably related to the business of the Association and the Management Committee member's interest in such Association.

10.3. Financial Statements. Within fifteen (15) days of receipt of a written request of any Owner, the Association shall mail to the requesting Owner its most recent annual or quarterly financial statement.

11. Amendment of Bylaws. Except as otherwise provided by Utah law, the Declaration or these Bylaws, the Bylaws may be amended by the vote or written assent of Owners holding a majority of the Total Votes of the Association present in person or by proxy at a meeting duly called for such purpose. Provided, however, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. Upon such an affirmative vote, the Management Committee shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the Owners, and the amendment shall be effective upon recording.

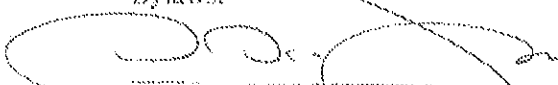
12. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

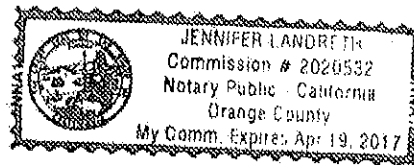
13. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

14. Effective Date. These Bylaws as amended hereby shall take effect as of the date of the Declaration as amended and restated, having been duly adopted by the Management Committee and approved by the requisite Total Votes of the Owners.

15. Seal. The Management Committee may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the words "Corporate Seal."

CERTIFICATION I, the undersigned, do hereby certify that I am the duly elected and acting President of The Silver Baron Lodge at Deer Valley Owners Association, Inc., a Utah nonprofit corporation; that the foregoing Bylaws constitute the Bylaws of said Association, as properly amended at by vote and/or at a meeting of the Owners called for the purpose of amending these Bylaws.


By: Greg McLaughlin, President
The Silver Baron Lodge at Deer Valley
Owners Association, Inc., a Utah nonprofit corporation

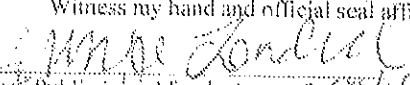


STATE OF California

COUNTY OF Orange

On this 10 day of May, 2013, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared Greg McLaughlin, the President of The Silver Baron Lodge at Deer Valley Owners Association, Inc., a Utah nonprofit corporation.

Witness my hand and official seal affixed the day and year above written.


Notary Public in and for the State of California
My appointment expires: 4/19/17

Planning Commission Staff Report



Subject: 508 Main Street - Plat Amendment Modification
Author: Christy Alexander, Planner II
Date: October 23, 2013
Type of Item: Administrative – Plat Amendment Modification
Project Number: PL-13-02017

Summary Recommendations

Staff recommends that the Planning Commission hold a public hearing and consider forwarding a positive recommendation to the City Council for the 508 Main Street Plat Amendment Modification based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

Description

Applicant: Thomas Bennett, owner’s representative
Location: 508 Main Street
Zoning: Historic Commercial Business District (HCB)
Adjacent Land Uses: Commercial retail and restaurant and professional offices
Reason for Review: Plat amendments require Planning Commission review and City Council approval

Proposal

The applicant is requesting a plat amendment modification (Exhibit A) for the purpose of modifying the previous approval of the plat to eliminate Condition of Approval No. 3.

Background

The subject property is located in the HCB zoning district and contains a Landmark historic commercial building originally known as the “Utah Power and Light” building and previously known as the Phoenix Gallery. The building now operates as “Silver” a restaurant and bar, which underwent extensive interior renovation and rear exterior renovation, including the enclosure of a second level patio in 2011. The structure was originally built across a number of Old Town lot lines. A Historic District Design Review (HDDR) was completed by the applicant for all exterior work. The Chief Building Official previously allowed an “at-risk” permit for exterior building construction to be executed upon submittal for a Plat Amendment Application to the Planning Department. The City originally received a completed plat amendment application on December 6, 2010. The City Council voted unanimously on February 10, 2011 to approve the proposed plat amendment.

On January 30, 2012, the applicant submitted a formal request to extend the previously approved plat amendment due to issues getting an encroachment agreement from their neighbors to the south (510 Main Street/Dolly’s Books). Due to planning staff error, no further action was taken to schedule the extension for a hearing before the City Council.

In January 2013 that error was discovered. The City Council voted unanimously on March 7, 2013 to approve the 508 Main Street Plat Amendment Extension and extend the plat approval until February 12, 2014.

On August 1, 2013, the owner submitted an application for a plat amendment modification to request that the City modify its approval of the Plat Amendment to eliminate Condition of Approval No. 3 set forth below:

“3. Encroachment issues must be resolved prior to the recording of the plat.” Diligent efforts have been made by 508 Main, LLC to contact the owner of the adjacent Lot 3 (Dolly’s Books) but the applicant has found the owner of Lot 3 unwilling to enter into an encroachment agreement. 508 Main, LLC’s application to amend the plat amendment was deemed complete on September 18, 2013.

Analysis

The current application is a request to modify the 508 Main Street Plat amendment by removing Condition of Approval No. 3 which required that the owner obtain an encroachment agreement with Lot 3 (Dolly’s Books). The applicant submitted a written statement (Exhibit B) explaining the reason for the requested modification. The reason for the request is due to the fact that the applicant (owners of 508 Main Street) has not been able to secure an encroachment agreement with the adjacent property owners. The applicant has indicated that they have tried other avenues necessary to remedy the situation. However, the owners of Lot 3 (Dolly’s Books) have been unwilling to comply with any such requests. After meeting to discuss this with the Development Review Committee, staff has deemed that the proposed plat amendment modification does not create any new non-conforming situations; however a note shall be placed on the plat that states that the historic building encroaches onto Lot 3 in the northeast corner by 0.09 feet (1.08 inches) and the northwest corner by 0.2 feet (2.4 inches). The encroachments onto Lot 3 are de minimus and an encroachment agreement between the property owners of Lot 2 and Lot 3 was sought by the property owner of Lot 2 but could not be obtained.

It should be noted that 508 Main, LLC’s building and the adjacent building are both historic structures on Main Street, and that the encroachment is extremely minor. A survey of the property by Alliance Engineering shows an encroachment of approximately 2.4 inches at the front of the building and 1.08 inches at the rear of the building. Because of the de minimus encroachment and for all of the above reasons the applicant requests the modification to eliminate Condition of Approval No. 3. No other modifications to the Plat or its approval are anticipated or proposed.

Good Cause

Planning Staff finds that there is good cause for this plat amendment modification as the modification resolves the conflict with Condition of Approval No. 3 that prevents the 508 Main Street Plat from being recorded without an encroachment agreement granted from Lot 3 (Dolly’s Books). Staff finds that the plat modification will not cause undo harm to

adjacent property owners and all requirements of the Land Management Code for any future development can be met.

Department Review

This project has gone through an interdepartmental review. There were no issues raised by any of the departments regarding this proposal that have not been addressed by the conditions of approval.

Notice

The property was posted and notice was mailed to property owners within 300 feet in accordance with the requirements in the LMC. Legal notice was also published in the Park Record and on the public notice website in accordance with the requirements of the LMC.

Public Input

Staff has not received public input on this application at the time of this report.

Process

Approval of this application by the City Council constitutes Final Action that may be appealed following the procedures in LMC 1-18.

Alternatives

- The Planning Commission may forward a positive recommendation to the City Council for the 508 Main Street Plat Amendment Modification as conditioned or amended; or
- The Planning Commission may deny the 508 Main Street Plat Amendment Modification and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the 508 Main Street Plat Amendment Modification to a date certain and provide direction to the applicant and/or staff to provide additional information necessary to make a decision on this item.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The applicant will not be able to obtain his Certificate of Occupancy until the Plat is recorded and the plat will not be able to be recorded without the required encroachment agreement with Lot 3 (Dolly's Books). The property would remain as three (3) individual metes and bounds parcels, and the "at risk" permit issued for the remodel of 508 Main would have to be re-examined for compliance with existing codes.

Recommendation

Staff recommends that the Planning Commission hold a public hearing and consider forwarding a positive recommendation to the City Council for the 508 Main Street Plat Amendment Modification based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft ordinance.

Exhibits

Ordinance

Exhibit A – Proposed Plat

Exhibit B – Existing Conditions Survey & Building Encroachment

Exhibit C – Applicant’s Letter to Dolly’s Books

Exhibit D – Applicant’s Letter to City

Exhibit E – Ordinance 13-09

Ordinance No. 13-

**AN ORDINANCE APPROVING A MODIFICATION FOR THE APPROVAL OF THE
508 MAIN STREET SUBDIVISION PLAT AMENDMENT LOCATED AT 508 MAIN
STREET, PARK CITY, UTAH**

WHEREAS, the owner of the property located at 508 Main Street have petitioned the City Council for approval of a modification to the 508 Main Street Subdivision plat amendment; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission originally held a public hearing on January 12, 2011, to receive input on the 508 Main Street Subdivision plat amendment and then forwarded a positive recommendation to the City Council;

WHEREAS, the City Council originally held a public hearing on February 10, 2011, to receive input on the 508 Main Street Subdivision plat amendment;

WHEREAS, the applicant applied for an extension on January 30, 2012, the applicant submitted a formal request to extend the previously approved subdivision plat amendment due to issues getting an encroachment agreement from their neighbors to the south (510 Main Street);

WHEREAS, no action was then taken to extend the application until Staff discovered that the extension had not been processed;

WHEREAS, the City Council held a public hearing on March 7, 2013, to receive input on the 508 Main Street Subdivision plat amendment extension and approved the extension until February 12, 2014;

WHEREAS, the applicant applied for modification on August 1, 2013, the applicant submitted a formal request to modify the previously approved subdivision plat amendment due to not being able to obtain an encroachment agreement from their neighbors to the south (510 Main Street);

WHEREAS, the Planning Commission held a public hearing on October 23, 2013, to receive input on the 508 Main Street Subdivision plat amendment modification and forwarded a recommendation to the City Council;

WHEREAS, the City Council held a public hearing on November 14, 2013, to receive input on the 508 Main Street Subdivision plat amendment modification;

WHEREAS, it is in the best interest of Park City, Utah to modify the approval the 508 Main Street Subdivision plat amendment;

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 508 Main Street Subdivision plat amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. On January 12, 2011, the proposed plat amendment was brought before the Planning Commission for a public hearing. The Planning Commission unanimously recommended approval of the plat amendment to the City Council.
2. On February 10, 2011, the City Council held a public hearing and also voted unanimously to approve the proposed 508 Main Street subdivision plat amendment.
3. On January 30, 2012, the applicant submitted a formal request to extend the previously approved subdivision plat amendment due to issues getting an encroachment agreement from their neighbors to the south (510 Main Street).
4. On March 7, 2013, the City Council held a public hearing and voted unanimously to approve the proposed 508 Main Street subdivision plat amendment extension to February 12, 2014.
5. On August 1, 2013, the applicant submitted a formal request to modify the previously approved subdivision plat amendment due to not being able to obtain an encroachment agreement from their neighbors to the south (510 Main Street).
6. The property is located at 508 Main Street in the Historic Commercial Business (HCB) zoning district.
7. There is an existing historic structure on the property, identified as Landmark on the Historic Sites Inventory.
8. The subject property encompasses all of Lot 2 of Block 24 of the Park City Survey, and a tract of land 20 feet by 25 feet of Millsite Reservation and a tract of land 24 feet by 25 feet adjacent to the eastern boundary in the Millsite Reservation.
9. The historic building encroaches onto Lot 1 in the southeast corner by 0.3 feet (3.6 inches) and in the southwest corner by 0.1 feet (1.2 inches). The City is the property owner of Lot 1 and the City Engineer has agreed to sign an encroachment agreement with the owner of Lot 2.
10. The historic building encroaches onto Lot 3 in the northeast corner by 0.09 feet (1.08 inches) and the northwest corner by 0.2 feet (2.4 inches). The encroachments onto Lot 3 are de minimus and an encroachment agreement between the property owners of Lot 2 and Lot 3 was sought by the property owner of Lot 2 but could not be obtained.
11. The proposed amended plat would result in one lot of record of 2,975 square feet.
12. The proposed plat amendment will not create substandard lots on the neighboring property.

- 13. The applicant is proposing the combination of the lots to clean up property lines discovered to be at issue during Historic District Design Review and Building permit review.
- 14. A Historic District Design Review was approved by staff as part of exterior building modifications enclosing a second story deck.

Conclusions of Law:

- 1. There is good cause for this plat amendment.
- 2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
- 3. Neither the public nor any person will be materially injured by the proposed plat amendment.
- 4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

- 1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
- 2. The applicant will record the plat amendment at the County within one year from the date the City Council approved the extension of the plat amendment. If recordation has not occurred by February 12, 2014, this approval for the plat will be void.
- 3. Recordation of this plat must occur prior to 508 Main Street receiving final certificate of occupancy.
- 4. A note shall be placed on the plat that states that the historic building encroaches onto Lot 3 in the northeast corner by 0.09 feet (1.08 inches) and the northwest corner by 0.2 feet (2.4 inches). The encroachments onto Lot 3 are de minimus and an encroachment agreement between the property owners of Lot 2 and Lot 3 was sought by the property owner of Lot 2 but could not be obtained.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this ____ day of November, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

Marci Heil, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

EXHIBIT A

EXHIBIT B



SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938735, as prescribed by the laws of the State of Utah, and that a survey of the following described property was performed under my direction.

Martin A. Morrison
 Martin A. Morrison
 Date 10-13-10

LEGAL DESCRIPTION

ALL OF LOT 2 OF BLOCK 24, PARK CITY, UTAH, according to the original plat thereon, as shown in the office of the County Recorder of Summit County, State of Utah.

ALSO a tract of land 20 feet by 25 feet situated at the rear of said Lot 2, and particularly described as follows, to wit:

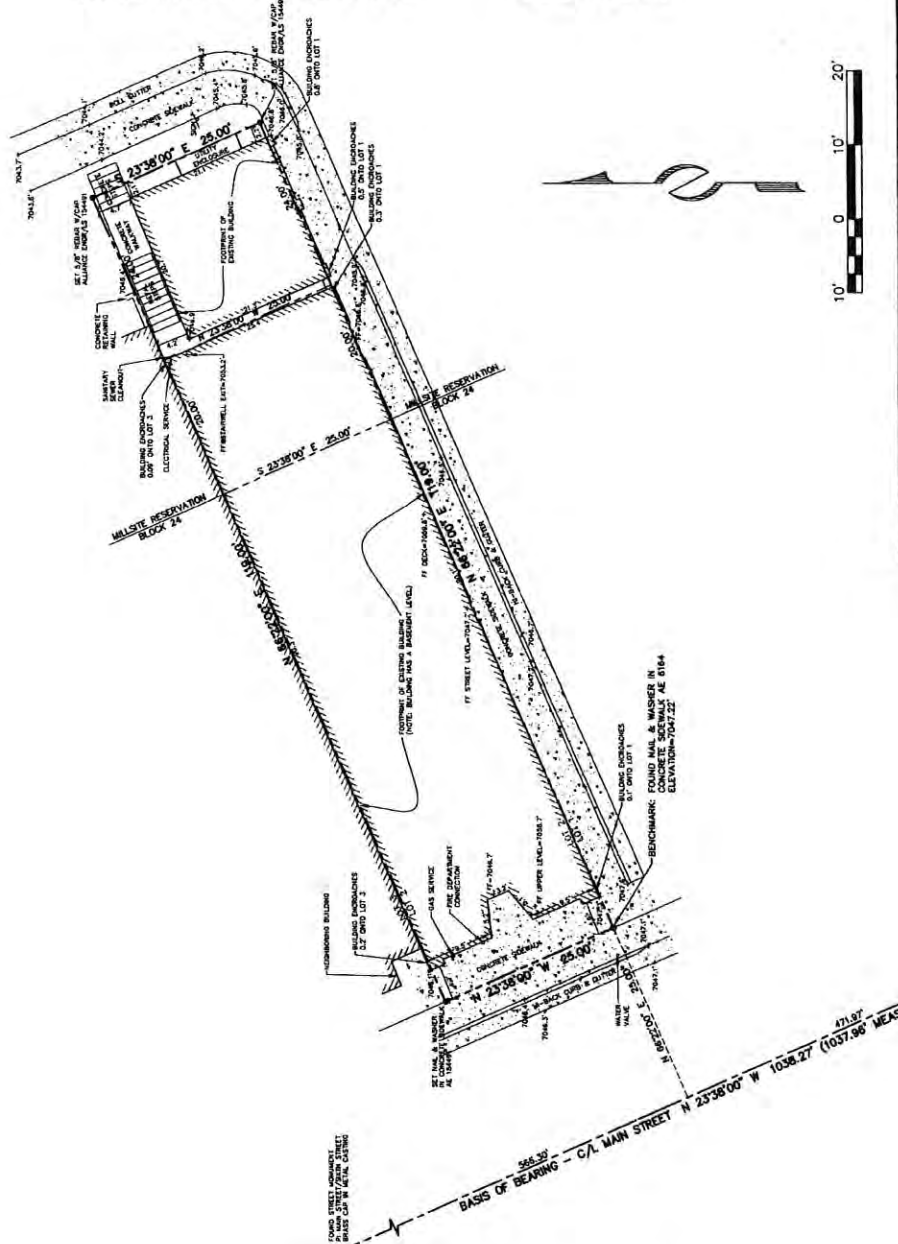
Beginning at the northeasterly corner of said Lot 2, running northeasterly 20 feet in the direction of the extension of the northerly side line of said lot; thence southeasterly 25 feet to the corner of said Lot 2; thence southeasterly 20 feet to the southeasterly corner of said Lot 2; thence northeasterly 25 feet along the northeasterly end of said Lot 2 to the place of beginning.

ALSO a tract of land 24 feet by 25 feet adjacent to the eastern boundary of said Lot 2, and particularly described as follows, to wit:

Commencing at the southeast corner of the Utah Power & Light Company parcel, said point being North 66°22'00" East 20 feet from the Southeast corner of Lot 2, Block 24, Park City Survey, and running thence North 23°38'00" West 25 feet, thence parallel to the northerly wall of a certain garage structure 22'00" East to the northerly wall of said garage 25 feet, thence South 66°22'00" West 24 feet to the point of beginning.

NOTES

1. Basis of survey: Found survey monuments as shown.
2. Property corners were set or found as shown.
3. Date of survey: October 4, 2010
4. Property location: Section 16, T2S, R4E, S8BM
5. Purpose of survey: Building removal
6. Improvements on the property are as shown.
7. This plat shall be subject to all other valid, correct rights used for a previous survey of adjacent property, which were set from certificate of said Street monuments, were used for the survey.



DEC 06 2010

SHEET 1 OF 1

BOUNDARY SURVEY AND EXISTING CONDITIONS
 BLOCK 24, PARK CITY SURVEY
 508 MAIN STREET
 FOR: BART CARLSON
 JOB NO.: 10-B-10
 FILE: X:\PartCitySurvey\dwg\wry2010\100810.dwg

STAFF:
 MARSHALL KING
 MARTY MORRISON

DATE: 10/12/10
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
 323 Main Street P.O. Box 2824 Park City, Utah 84302-2824

BUILDING ENCROACHMENT
508 MAIN STREET
ATTACHMENT 'A'

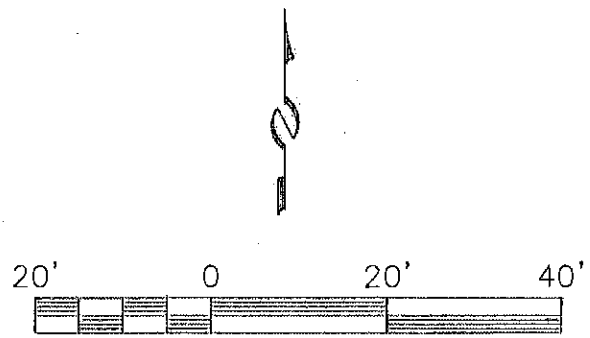
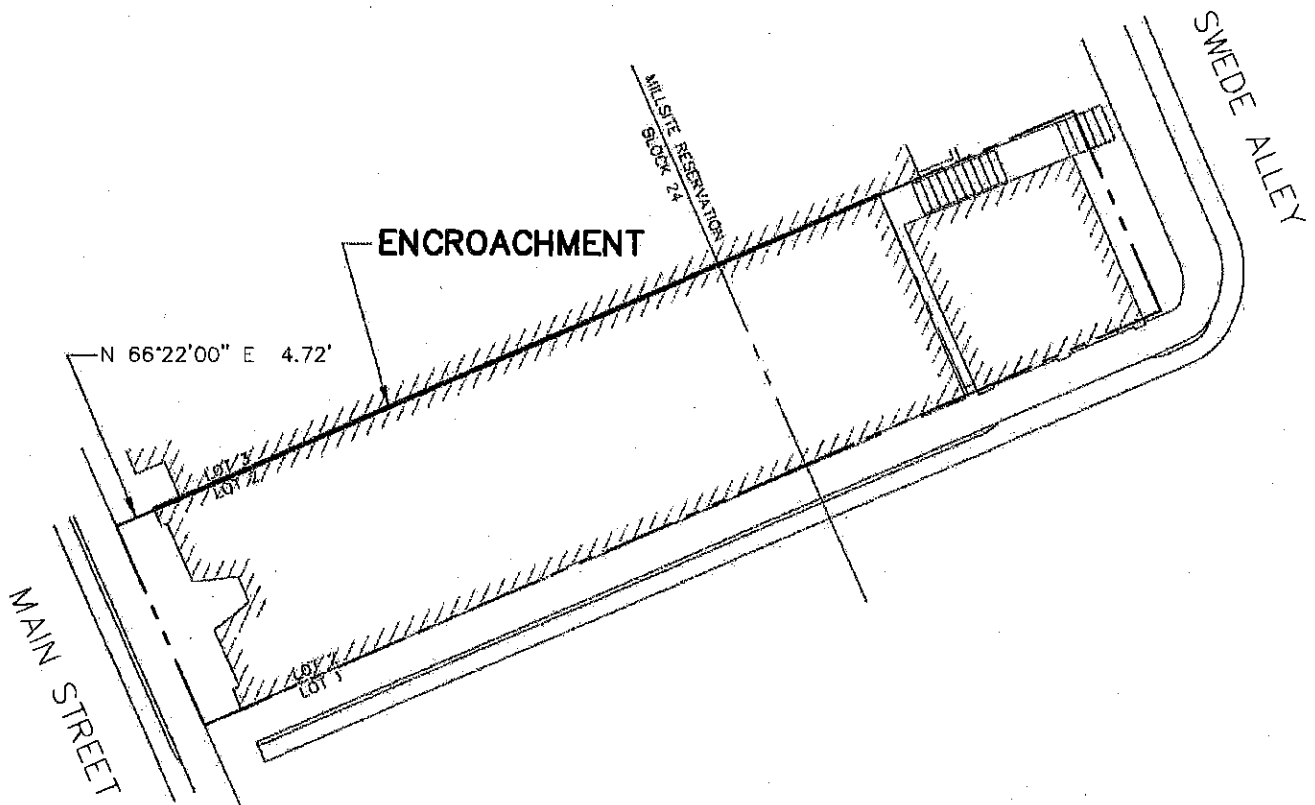


EXHIBIT C

September 18, 2012

Kathy Pederson
Dolly's Books
510 Main Street
Park City, UT 84060

Re: Plat Amendment - 508 Main Street, Park City, UT 84060

Dear Ms. Pederson:

Pursuant to our discussion, please find enclosed information for review by you and your attorney.

The City has adopted a new ordinance (#15-9-1 copy attached) to adjust and consolidate all of the property lines in Old Town. Their efforts are to try to clear up encroachment and other issues in order to make current buildings and properties align. This ordinance is triggered by either a transfer of property or application for a building permit.

Currently, 508 Main Street (Silver Restaurant) has one building that is on three lots. The desire of the City is to have our single building on one single lot. In order to achieve this result, we need to submit a plat amendment to the City for recording in their offices. The plat amendment requires encroachment agreements between the adjacent property owners. The other three sides of our building are on property owned by the City, and we have their signature.

The property line shared between our building and your building (Dolly's Books) according to the surveyors has an encroachment issue. Our building encroaches on your property line approximately 2.5 inches on one end. It is the desire of the City to have an encroachment agreement by both parties that would facilitate the new plat amendment.

Please note that the City is the entity who is driving this Plat Amendment and related Encroachment Agreement. If we can assist the City in this ordinance and come to an agreement, it would be beneficial to both parties.

Should you wish to contact the City regarding this requirement, you may contact any or all of the following individuals:

Polly Samuels McLean
Assistant City Attorney
435-615-5031

Kayla Sintz
Planning Department
435-615-5062

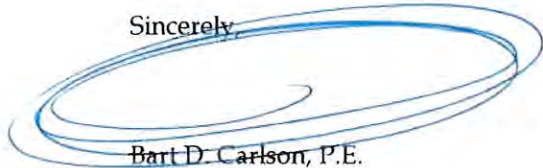
Roger Evans, Manager
Building Department
435-615-5113

The City has represented to me that ours is a standard occurrence, and is dealt with on a regular basis, given the new ordinance.

As we would like to keep our communication line open with you, I am available at any time to review this further with you or your attorney. Polly Samuels McLean has offered her time, as well, to discuss this matter further with you or your attorney should you wish to do so.

If you have any questions of me, I may be reached at my office (435-575-1500) or on my cell phone (801-631-1661.)

Sincerely,



~~Bart D. Carlson, P.E.~~
Partner

BDC/ssk

Enclosures:

- (1) 508 Main Street Boundary Survey and Existing Conditions
- (2) Park City Municipal Code - Title 15 LMC, Chapter 1 - General Provisions and Procedures, 15-1-9 (Allowed Use Review Process)

cc (w/o enclosures):

Polly Samuels McLean
Kayla Sintz
Roger Evans

EXHIBIT D

General Description of Proposal

On February 10, 2011 508 Main, LLC received approval of a subdivision plat referred to as a "Parcel Combination Plat" (the "Plat") pursuant to Park City Ordinance No. 11-06. The Plat was approved subject to certain conditions of approval, including the following:

3. Encroachment Agreements shall be recorded prior to plat recordation with the owners of Lot 1 and Lot 3 of Block 24 and Millsite Reservation and the City for concrete stair encroachment at the rear of the property prior to plat recordation.

The purpose for this Request for Modification of Approval is to request that the City modify its approval of the Plat to eliminate Condition of Approval No. 3 set forth above.

Diligent efforts have been made by 508 Main, LLC to contact the owner of the adjacent Lot 3 (Dolly's Books) but the applicant has found the owner of Lot 3 unwilling to enter into an encroachment agreement. Mark Harrington has also contacted the owner of Lot 3 to explain the purpose for the encroachment agreement, without success. The applicant has at this point concluded that an encroachment agreement is not a realistic alternative in this situation. Neither the City nor 508 Main, LLC can compel a property owner into an agreement that is not required by law.

It should be noted that 508 Main, LLC's building and the adjacent building are both historic structures on Main Street, and that the encroachment is extremely minor. A survey of the property by Alliance Engineering shows an encroachment of approximately 2.4 inches at the front of the building and 1.08 inches at the rear of the building.

For all of the above reasons the applicant requests a modification to the City's approval of the Plat, as set forth in City Ordinance No. 11-06, to eliminate Condition of Approval No. 3. No other modifications to the Plat or its approval are anticipated or proposed.

EXHIBIT E

Ordinance No. 13-09

**ORDINANCE APPROVING AN EXTENSION FOR THE APPROVAL OF
THE 508 MAIN STREET SUBDIVISION PLAT AMENDMENT
LOCATED AT 508 MAIN STREET, PARK CITY, UTAH**

WHEREAS, the owner of the property located at 508 Main Street have petitioned the City Council for approval of an extension to the 508 Main Street Subdivision plat amendment; and

WHEREAS, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission originally held a public hearing on January 12, 2011, to receive input on the 508 Main Street Subdivision plat amendment and then forwarded a positive recommendation to the City Council;

WHEREAS, the City Council originally held a public hearing on February 10, 2011, to receive input on the 508 Main Street Subdivision plat amendment;

WHEREAS, the applicant applied for an extension on January 30, 2012, the applicant submitted a formal request to extend the previously approved subdivision plat amendment due to issues getting an encroachment agreement from their neighbors to the south (510 Main Street).

WHEREAS, no action was previous taken to extend the application until Staff discovered the that the extension had not been processed..

WHEREAS, it is in the best interest of Park City, Utah to extend the approval the 508 Main Street Subdivision plat amendment.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 508 Main Street Subdivision plat amendment as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. On January 12, 2011, the proposed plat amendment was brought before the Planning Commission for a public hearing. The Planning Commission unanimously recommended approval of the plat amendment to the City Council.
2. On February 10, 2011, the City Council held a public hearing and also voted unanimously to approve the proposed 508 Main Street subdivision plat amendment.
3. On January 30, 2012, the applicant submitted a formal request to extend the previously approved subdivision plat amendment due to issues getting an encroachment agreement from their neighbors to the south (510 Main Street).
4. No action was taken by Staff to bring forward the extension to the City Council for approval prior to this date.
5. The property is located at 508 Main Street in the Historic Commercial Business (HCB) zoning district.
6. There is an existing historic structure on the property, identified as Landmark on the Historic Sites Inventory.
7. The subject property encompasses all of Lot 2 of Block 24, and a tract of land 20 feet by 25 feet of Millsite Reservation and a tract of land 24 feet by 25 feet adjacent to the eastern boundary in the Millsite Reservation.
8. The historic building encroaches onto Lot 1 in the southeast corner by 0.3 feet and in the southwest corner by 0.1 feet. The historic building encroaches onto Lot 3 in the northeast corner by 0.09 feet and the northwest corner by 0.2 feet
9. The known encroachments will need to be resolved either by agreement or by other means prior to the recording of the plat.
10. The proposed amended plat would result in one lot of record of 2,975 square feet.
11. The proposed plat amendment will not create substandard lots on the neighboring lots.
12. The applicant is proposing the combination of the lots to clean up property lines discovered to be at issue during Historic District Design Review and Building permit review.

13. A Historic District Design Review was approved by staff as part of exterior building modifications enclosing a second story deck.

Conclusions of Law:

1. There is good cause for this plat amendment.
2. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

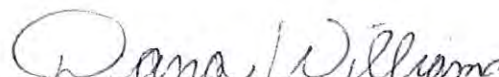
Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment with the Summit County Recorder no later than February 12, 2014. If recordation has not occurred by February 12, 2014, this approval of the plat will be void.
3. Encroachment issues must be resolved prior to the recording of the plat.
4. Recordation of this plat must occur prior to 508 Main Street receiving final certificate of occupancy.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

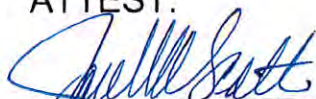
PASSED AND ADOPTED this 7th day of March, 2013.

PARK CITY MUNICIPAL CORPORATION

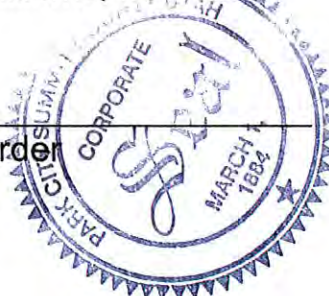


Dana Williams, MAYOR

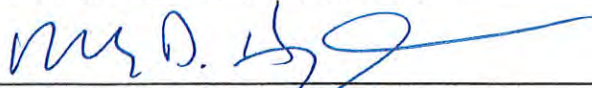
ATTEST:



Janet M. Scott, City Recorder



APPROVED AS TO FORM:



Mark D. Harrington, City Attorney



Planning Commission Staff Report

Subject: 1101 Park Avenue
Author: Francisco Astorga, Planner
John Paul Boehm, Planner
Date: October 23, 2013
Type of Item: Conditional Use Permit
Project Number: PL-13-01979

Summary Recommendations

Staff recommends that the Planning Commission review the proposed Conditional Use Permit for General Office use in a historic structure located at 1101 Park Avenue and consider approving the requested use based on the findings of fact, conclusion of law, and conditions of approval as found in this staff report.

Description

Applicant: S2 LLC represented by Bridgette Osguthorpe
Location: 1101 Park Avenue
Zoning: Historic Residential-Medium Density (HRM) District.
Adjacent Land Uses: Residential
Reason for Review: Conditional Use Permits require review and final action by the Planning Commission

Proposal

This is a Conditional Use Permit (CUP) request for General Office use in a historic structure. The property is located in the Historic Residential-Medium Density (HRM) District which allows General Office use as a conditional use in historic structures. The applicant does not request to expand the existing historic structure nor remodel the exterior. The requested use provides assistance in buying, selling, and leasing property throughout the Park City area. Their standard hours of operation are 9am – 5pm with occasional weekend use. They anticipate four (4) employees. See Exhibit C, D, & E for specific details.

Background

On September 6, 2013, the City received a completed CUP application requesting that the Planning Commission review General Office use in the existing historic structure at 1101 Park Avenue. The site is classified in the Historic Site Inventory (HSI) as a Significant Site. The HSI site form indicates that the one-story frame on-part block has been significantly altered over the years. The tax card suggests the structure was built c. 1929. The tax photo shows a one-story false front commercial block clad in narrow siding (typically used in the 1920s). See Exhibit H, Historic Site Form. The site is ineligible to be listed in the National Register of Historic Places.

The oldest record in the City's Business License file dates back to 1992, authorizing a *jewelry store*, minor retail & service commercial use. However, the use may have been in its existence prior to this date. In 2009 the City authorized furniture and home accessories shop, again a minor retail & service commercial use. As indicated on the Historic Site Form, specifically the attached photograph, the site was traditionally used for commercial uses.

The current property owner requests to shift the existing furniture shop towards the rear of the structure and the proposed real estate office in the front covering 818 square feet. The furniture shop and real estate office will have separate entrances.

Purpose of the HRM District

The purpose of the HRM District is to:

- A. allow continuation of permanent residential and transient housing in original residential Areas of Park City,
- B. encourage new Development along an important corridor that is Compatible with Historic Structures in the surrounding Area,
- C. encourage the rehabilitation of existing Historic Structures,
- D. encourage Development that provides a transition in Use and scale between the Historic District and the resort Developments,
- E. encourage Affordable Housing,
- F. encourage Development which minimizes the number of new driveways Accessing existing thoroughfares and minimizes the visibility of Parking Areas, and
- G. establish specific criteria for the review of Neighborhood Commercial Uses in Historic Structures along Park Avenue.

Analysis

The Planning Commission must review each of the following items when considering whether or not the proposed conditional use mitigates impacts of and addresses the following items as outlined in LMC § 15-1-10(E):

1. Size and location of the site. **No unmitigated impacts.**

The site, Lot 1 of Block 5 of Snyder's Addition, has a standard Old Town configuration consisting of 25' x 75', containing 1,875 square feet. The existing building is approximately 1,626.26 square feet. The existing building covers 87% of the lot.

The site is located on the corner of 11th Street and Park Avenue, a major residential thoroughfare.

2. Traffic considerations. **No unmitigated impacts.**

Staff does not foresee any issue related to additional traffic outside of what is currently expected within the District. Park Avenue is a major thoroughfare for local traffic and secondary access for the Main Street tourist visitors.

3. Utility capacity. **No unmitigated impacts.**

No additional utility capacity is required for this project.

4. Emergency vehicle access. **No unmitigated impacts.**

Emergency vehicles can easily access the site and no additional access is required.

5. Location and amount of off-street parking. **Discussion requested.**

The requested use of the site is 818 square feet for a real estate office. The LMC office definition classifies a real estate office as an intensive office if the intensity of employees is five (5) or more employees per 1000 sf. of net leasable office space. The applicant has indicated that they will have four (4) employees; therefore, the use is classified as a general office.

LMC § 15-2.4-3(E) indicates that the Planning Commission may waive parking requirements for historic structures. The applicant seeks this parking waiver. See item E under section LMC § 15-2.4-3 of this staff report.

6. Internal circulation system. **No unmitigated impacts.**

The site does not require the need to mitigate for internal circulation due to its existing size and location. The site is accessed from two (2) exterior doors, the main door from Park Avenue and a side door off 11th Street. Access to the front entry is off of Park Avenue.

7. Fencing, screening and landscaping to separate uses. **No unmitigated impacts.**

Fencing, screening, and landscaping are not proposed at this time.

8. Building mass, bulk, orientation and the location on site, including orientation to adjacent buildings or lots. **No unmitigated impacts.**

The building is an existing historic structure and no expansion or exterior remodel is requested at this time.

9. Usable open space. **No unmitigated impacts.**

The site does not contain usable open space. The building is an existing historic structure and no expansion or exterior remodel is requested at this time.

10. Signs and lighting. **No unmitigated impacts.**

The applicant has submitted a Master Sign Plan to be approved by the Planning Department. This sign application is currently on hold until the use is approved by the Planning Commission. Should the CUP be approved the Planning Department will work with the applicant to approve a sign permit in compliance with applicable codes, including the Design Guidelines for Historic Sites and Historic Districts.

11. Physical design and compatibility with surrounding structures in mass, scale, style, design, and architectural detailing. **No unmitigated impacts.**

The building is an existing historic structure and no expansion or exterior remodel is requested at this time. The proposed change of use will not require any structural changes.

12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and property off-site. **No unmitigated impacts.**

Staff does not recognize any addition noise, vibration, odors, steam or mechanical factors are anticipated that are not normally associated within this District.

13. Control of delivery and service vehicles, loading and unloading zones, and screening. **No unmitigated impacts.**

There are no anticipated deliveries, services vehicles, loading zones, and screening associated with the proposed use.

14. Expected ownership and management of the property. **No unmitigated impacts.**

The expected ownership and management of the property is not projected to add impacts that would need additional mitigation.

15. Sensitive Lands Review. **No unmitigated impacts.**

The proposal is not located within the Sensitive Lands Overlay.

LMC § 15-2.4-3 indicates that the Planning Commission is to review the application according to criteria found in section 15-1-10 (above), as well as the following:

- A. Consistent with the Design Guidelines for Park City's Historic Districts and Historic Sites. **Complies.**

The building is an existing historic structure and no expansion or exterior remodel is requested at this time.

- B. The Applicant may not alter the Historic Structure to minimize the residential character of the Building. **Complies.**

The building is an existing historic structure and no expansion or exterior remodel is requested at this time. The structure has historically been a commercial space.

- C. Dedication of a Facade Preservation Easement to assure preservation of the Structure is required. **Complies as conditioned.**

Staff recommends a Façade Preservation Easement as a condition of approval.

- D. New Buildings and additions must be in scale and Compatible with existing Historic Buildings in the neighborhood. Larger Building masses should be located to rear of the Structure to minimize the perceived mass from the Street. **Not applicable.**

The building is an existing historic structure and no expansion or exterior remodel is requested at this time.

- E. Parking requirements of Section 15-3 shall be met. The Planning Commission may waive parking requirements for Historic Structures. The Planning Commission may allow on-Street parallel parking adjacent to the Front Yard to count as parking for Historic Structures, if the Applicant can document that the on-Street Parking will not impact adjacent Uses or create traffic circulation hazards. A traffic study, prepared by a registered Engineer, may be required but is not recommended by the City Engineer. **Complies as conditioned/Discussion requested.**

LMC § 15-3-6(b) indicates that a general office requires three (3) parking spaces per 1,000 sf. of leasable floor area. The applicant requests a total of 818 square feet of leasable floor area to be their real estate office. Their requested use requires that they provide three (3) parking spaces (2.45 parking spaces, whenever the calculation results in a fractional number, the number of spaces required must be rounded to the next whole number). The applicant requests that the Planning Commission waive parking requirements for the requested office use for this historic structure.

The Planning Commission **may** allow on-Street parallel parking adjacent to the Front Yard to count as parking for Historic Structures, if the Applicant can

document that the on-Street Parking will not impact adjacent Uses or create traffic circulation hazards. A traffic study, prepared by a registered Engineer, **may** be required.

The applicant has not submitted a traffic study at this time as the LMC indicates that the Planning Commission may require one. The applicant prepared the following statements in italics below, see Exhibit E – Parking Response, related to their request to have the Planning Commission waive the parking requirements:

- *This building has been standing since 1929 with additions in the 1960's and has never had designated parking space; the lack of designated parking has never impacted the street or residences in the 84 years that it has been standing.*



As indicated on the historic tax photograph above, found in the Historic Site Form, this building was historically used for commercial uses. There is no evidence of any parking being associated with the historic commercial uses, mainly due to the historic evolution of vehicle ownership within the US, associated culture, development pattern, planning practices, etc. Control of parking started around the 1950s.

- *The lease square footage is less than 900 square feet, evidenced by the attached architectural drawing.*

According to the submitted plans, the applicant plans to utilize 818 square feet of net leasable area as a real estate office.

- *The intent is to have an average of 4 employees working from the building; two of the employees are within walking distance of the office, one lives at 905 Woodside and one lives in the Galleria on Main Street and intend on walking to the office, the other two employees live on Lucky John Drive.*

Staff recommends that no more than the requested four (4) employees working at this site for the requested real estate office be a condition of approval.

- *To our knowledge there are only two full time residents near the office, the rest of the homes have long-term and short term renters occupying them and all of the adjacent homes have driveways and/or garages to accommodate their specific parking needs.*

The Planning Department does not keep records related to long term, short term rentals, or second home ownership. Nightly rentals are an allowed use within this district and the adjacent HR-1 District. Should the Commission find necessary, Staff could spend more time review the number of authorized nightly rentals within this site.

- *We have spoken to the renters that are currently occupying the home directly to the north at 1109 Park Avenue to address any concerns that they may have. They keep 3 cars on the property and have asked us to please do our best to not park in front of their home and we have agreed to comply with their request.*

The site at 1109 Park Avenue is their direct neighbor to the north. The site is also historic Significant Site. This site however, contains a long driveway between their structure and the subject site that according to aerial photography can accommodate approximately three (3) parked vehicles:



- To require 3 or more designated parking spaces, in our opinion, would deem this building obsolete.*

Staff recommends based on these findings listed above as well as the public parking on both sides of Park Avenue, the site's direct access to the Park Avenue bus corridor, proximity to the Mawhinney Parking Lot (Park Avenue and 12th Street), and the ability to park three (3) vehicles parallel to the street on 11th Street that the Planning Commission waive the parking requirements. The Planning Department and the City Engineer does not find appropriate to have the applicant provide a traffic study, prepared by a registered Engineer.

In 2007 the City passed the vertical zoning ordinance, prohibiting real estate offices on storefronts within Main Street in the Historic Commercial Business (HCB) District. When the City approved this ordinance it did not include the HRM District.

- F. All Yards must be designed and maintained in a residential manner. Existing mature landscaping shall be preserved wherever possible. The Use of native plants and trees is strongly encouraged. **Not applicable.**

The building is an existing historic structure and no expansion or exterior remodel is requested at this time.

- G. Required Fencing and Screening between commercial and Residential Uses is required along common Property Lines. **Not applicable.**

The building is an existing historic structure and no expansion or exterior remodel is requested at this time.

- H. All utility equipment and service Areas must be fully Screened to prevent visual and noise impacts on adjacent Properties and on pedestrians. **Not applicable.**

The building is an existing historic structure and no expansion or exterior remodel is requested at this time.

Process

The applicant will have to submit a Business License application. The approval of this application constitutes Final Action that may be appealed following the procedures found in LMC 1-18.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also put in the Park Record.

Public Input

No public input has been received by the time of this report.

Significant Impacts

There are no significant fiscal or environmental impacts from this application.

Consequences of not taking the Suggested Recommendation

The property owner would not be allowed by the City to use this building as a real estate office.

Recommendation

Staff recommends that the Planning Commission review the proposed Conditional Use Permit for General Office use in a historic structure located at 1101 Park Avenue and consider approving the requested use based on the findings of fact, conclusion of law, and conditions of approval as found in this staff report.

Findings of Fact:

1. The site is located at 1101 Park Avenue.
2. The applicant requests an 818 square foot real estate office within this site.
3. The property is located in the Historic Residential-Medium Density (HRM) District which allows General Office use as a conditional use in historic structures.

4. The applicant does not request to expand the existing historic structure nor a remodel of the exterior.
5. The applicant requests to separate two uses, an existing jewelry shop and the requested real estate office.
6. The site is classified in the Historic Site Inventory (HSI) as a Significant Site.
7. The oldest record in the City's Business License file dates back to 1992, authorizing a *jewelry store*, minor retail & service commercial use.
8. As indicated on the Historic Site Form, the site was traditionally used for commercial uses.
9. The site, Lot 1 of Block 5 of Snyder's Addition, has a standard Old Town configuration consisting of 25' x 75', containing 1,875 square feet.
10. The existing building is approximately 1,626.26 square feet.
11. The site is located on the corner of 11th Street and Park Avenue, a major residential thoroughfare.
12. Staff does not foresee any issue related to additional traffic outside of what is currently expected within the District.
13. Park Avenue is a major thoroughfare for local traffic and secondary access for the Main Street tourist visitors.
14. No additional utility capacity is required for this project.
15. Emergency vehicles can easily access the site and no additional access is required.
16. The requested use of the site is 818 square feet for a real estate office. The LMC office definition classifies a real estate office as an intensive office if the intensity of employees is five (5) or more employees per 1000 sf. of net leasable office space.
17. The applicant has indicated that they will have four (4) employees, therefore, the use is classified as a general office.
18. LMC § 15-2.4-3(E) indicates that the Planning Commission may waive parking requirements for historic structures. The applicant seeks this parking waiver.
19. The site does not require the need to mitigate for internal circulation due to its existing size and location.
20. The site is accessed from two (2) exterior doors, the main door from Park Avenue and a side door off 11th Street.
21. Fencing, screening, and landscaping are not proposed at this time.
22. The building is an existing historic structure and no expansion or exterior remodel is requested at this time.
23. The site does not contain usable open space. The building is an existing historic structure and no expansion or exterior remodel is requested at this time.
24. The applicant has submitted a Master Sign Plan to be approved by the Planning Department. This sign application is currently on hold until the use is approved by the Planning Commission.
25. The applicant shall receive approval of a sign permit in compliance with applicable codes, including the Design Guidelines for Historic Sites and Historic Districts.
26. The building is an existing historic structure and no expansion or exterior remodel is requested at this time.

27. Staff does not recognize any addition noise, vibration, odors, steam or mechanical factors are anticipated that are not normally associated within this District.
28. There are no anticipated deliveries, services vehicles, loading zones, and screening associated with the proposed use.
29. The expected ownership and management of the property is not projected to add impacts that would need additional mitigation.
30. The proposal is not located within the Sensitive Lands Overlay.
31. Staff recommends a Façade Preservation Easement as a condition of approval.
32. LMC § 15-3-6(b) indicates that a general office requires 3 parking spaces per 1,000 sf. of leasable floor area.
33. Their requested use requires that they provide three (3) parking spaces,
34. The applicant requests that the Planning Commission waive parking requirements for this historic structure.
35. As indicated on the historic tax photograph, found in the Historic Site Form for this site, this building was historically used for commercial uses.
36. Staff recommends that no more than the requested four (4) employees working at this site for the requested real estate office be a condition of approval.
37. The Planning Department does not keep records related to long term, short term rentals, or second home ownership.
38. The site at 1109 Park Avenue is their direct neighbor to the north. The site is also historic Significant Site. This site however, contains a long driveway between their structure and the subject site that according to aerial photography can accommodate approximately three (3) parked vehicles.
39. The site is adjacent to Park Avenue which allows for public parking on both sides of the street during the proposed business hours.
40. The site has direct access to the Park Avenue bus corridor.
41. The site is one block away from the Mawhinney parking lot (Park Avenue and 12th Street).
42. The site has the ability to park three (3) vehicles parallel to the street on 11th Street.
43. The Planning Department and the City Engineer do not find necessary to have the applicant provide a traffic study prepared by a registered Engineer.

Conclusions of Law:

1. The proposed application as conditioned complies with all requirements of the Land Management Code.
2. The use as conditioned will be compatible with surrounding structures in use, scale, mass, and circulation.
3. The use as conditioned is consistent with the Park City General, as amended.
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. All standard conditions of approval shall continue to apply.

2. The use shall not support more than four (4) employees at this site for the requested real estate office.
3. The applicant shall grant a Facade Preservation Easement to the City prior to obtaining a City business license.




Exhibits

- Exhibit A – Vicinity Map
- Exhibit B – Site Photographs
- Exhibit C – Project Description
- Exhibit D – Project Overview
- Exhibit E – Parking Response
- Exhibit F – Site Plan
- Exhibit G – Floor Plan
- Exhibit H – Historic Site Form

Vicinity Map

All Uses within 100' are residential except for the subject site which is currently a retail, jewelry store.

Legend

-  100' Boundary
-  Parcels
-  Streets

HOSENFELD/HOLT FAMILY LLC

ROUSE A GENE

MYRES CLAUDIA N TRUSTEE

US BANK NATIONAL ASSOCIATION TRUSTEE

DAVISON GREG E

HILL DONALD D JR TRUSTEE

SANDERS NKO H/W (JT)

GRIFFIN ELEANOR T/C ETAL

SALTMAN MICHAEL A TRUSTEE

VONDERACH CHARLES H/W (JT)

1062 PARK AVE LLC

BUTKOVICH GENEVA A TRUSTEE

PARK AVENUE PROPERTY HOLDINGS LLC

HOFMANN PROPERTIES LC

1060 WOODSIDE LLC

Woodside Ave

11th St

Park Ave









Exhibit C – Project Description

Project Description

- ***How will the proposed use "fit-in" with surrounding uses.*** Previous tenants have been a small antique shop, frame shop, used furniture and jewelry store. The new use as a Real Estate office will lower the foot and vehicular traffic to the neighborhood and street.
- ***What type of service will it provide to Park City.*** Real Estate sales office assisting Park City residents and potential Park City Residents with assistance in buying, selling and leasing property throughout the Park City area.
- ***Is the proposed use consistent with the current zoning in district and the general plan.*** Yes it is consistent and allowed according to the General Plan.
- ***Is the proposed use similar or compatible with other uses in the same area.*** The nearest commercial building is a larger Real Estate office located at 1030 Park avenue.
- ***Is the proposed use suitable for the site.*** Yes it is suitable. Small office space with little to no impact to the surrounding properties.
- ***Will the proposed use emit noise, glare dust, pollutants and odor.*** In short no. Small Real Estate Office.
- ***What will the hours of operation and how many people will be employed.*** Standard business hours of 9:00 am to 5:00 pm. Occasional use on weekends. There will be 2-4 people working in the building. Two of the employees will be walking to work as they live on Woodside Avenue just north of 9th street.
- ***Are other special issues that need to be mitigated.*** No there are not.



Exhibit D – Project Overview

1101 Park Avenue Overview

The building at 1101 Park Ave has two separate spaces that will be occupied. The back space R&B jewelry will be using for their shop. The front space will have several desks and will be used for office space for several agents from Summit Sotheby's International Realty.

A different kind of communication

A different kind of **RESULT**



Summit Sotheby's International Realty
1750 Park Avenue | PO Box 2370 | Park City UT 84060
m 435.714.9225 | f 435.487.3293

shane.herbert@sothebysrealty.com

ParkCitySothebys.com

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To Whom it May Concern:

We appreciate your time in considering our Conditional Use Permit to operate a Small Real Estate Office at 1101 Park Avenue. As the new owners of 1101 Park Ave we are very sensitive to any parking concerns that you may have. We have known the previous owners of 1101 Park Avenue for over 20 years and have seen multiple businesses operating from this location ranging from framing to jewelry, furniture and antiques, so we understand the traffic flow, foot traffic, parade route, special event parking etc. This building has been standing since 1929 with additions in the 1960's and has never had designated parking space; the lack of designated parking has never impacted the street or residences in the 84 years that it has been standing. The lease square footage is less than 900 square feet, evidenced by the attached architectural drawing. The intent is to have an average of 4 employees working from the building; two of the employees are within walking distance of the office, one lives at 905 Woodside and one lives in the Galleria on Main Street and intend on walking to the office, the other two employees live on Lucky John Drive. To our knowledge there are only two full time residents near the office, the rest of the homes have long-term and short term renters occupying them and all of the adjacent homes have driveways and/or garages to accommodate their specific parking needs. We have spoken to the renters that are currently occupying the home directly to the north at 1109 Park Avenue to address any concerns that they may have. They keep 3 cars on the property and have asked us to please do our best to not park in front of their home and we have agreed to comply with their request. Given that the property is located within the Historic Residential-Medium Density District and the property is also listed on the Historic Site Inventory as a significant site coupled with the fact that the property has existed prior to the implementation of the Land Management Code we would believe that there would be some consideration for this property to be unique and in essence be grandfathered in and an exemption be made to the current parking requirements of the LMC. To require 3 or more designated parking spaces, in our opinion, would deem this building obsolete.

HISTORIC SITE FORM - HISTORIC SITES INVENTORY

PARK CITY MUNICIPAL CORPORATION (10-08)

1 IDENTIFICATION

Name of Property:

Address: 1101 PARK AVE

AKA:

City, County: Park City, Summit County, Utah

Tax Number: SA-45

Current Owner Name: BUTKOVICH GENEVA A TRUSTEE

Parent Parcel(s):

Current Owner Address: 3632 E KAIBAB CIR, SALT LAKE CITY, UT 84109

Legal Description (include acreage): SUBD: SNYDERS ADDITION BLK 5 BLOCK: 5 LOT: 1; 0.04 AC

2 STATUS/USE

Property Category

- building(s), main
- building(s), attached
- building(s), detached
- building(s), public
- building(s), accessory
- structure(s)

Evaluation*

- Landmark Site
- Significant Site
- Not Historic

Reconstruction

- Date: _____
 Permit #: _____
 Full Partial

Use

- Original Use: Commercial
 Current Use: Commercial

*National Register of Historic Places: ineligible eligible
 listed (date:)

3 DOCUMENTATION

Photos: Dates

- tax photo:
- prints:
- historic: c.

Drawings and Plans

- measured floor plans
- site sketch map
- Historic American Bldg. Survey
- original plans:
- other:

Research Sources (check all sources consulted, whether useful or not)

- abstract of title
- tax card
- original building permit
- sewer permit
- Sanborn Maps
- obituary index
- city directories/gazetteers
- census records
- biographical encyclopedias
- newspapers
- city/county histories
- personal interviews
- Utah Hist. Research Center
- USHS Preservation Files
- USHS Architects File
- LDS Family History Library
- Park City Hist. Soc/Museum
- university library(ies):
- other:

Bibliographical References (books, articles, interviews, etc.) Attach copies of all research notes and materials.

Blaes, Dina & Beatrice Lufkin. "Final Report." Park City Historic Building Inventory. Salt Lake City: 2007.
 Carter, Thomas and Goss, Peter. *Utah's Historic Architecture, 1847-1940: a Guide*. Salt Lake City, Utah: University of Utah Graduate School of Architecture and Utah State Historical Society, 1991.
 Roberts, Allen. "Final Report." Park City Reconnaissance Level Survey. Salt Lake City: 1995.

4 ARCHITECTURAL DESCRIPTION & INTEGRITY

Building Type and/or Style: One-Part Block

No. Stories: 1

Additions: none minor major (describe below) Alterations: none minor major (describe below)

Number of associated outbuildings and/or structures: accessory building(s), # _____; structure(s), # _____.

General Condition of Exterior Materials:

- Good (Well maintained with no serious problems apparent.)
- Fair (Some problems are apparent. Describe the problems.):
- Poor (Major problems are apparent and constitute an imminent threat. Describe the problems.):

Researcher/Organization: Preservation Solutions/Park City Municipal Corporation Date: 12-2008

Uninhabitable/Ruin

Materials (The physical elements that were combined or deposited during a particular period of time in a particular pattern or configuration. Describe the materials.):

Foundation: Tax cards indicate a concrete foundation; not verified.

Walls: Brick and shiplap siding.

Roof: Gable with false front.

Windows/Doors: Storefront casement windows.

Essential Historical Form: Retains Does Not Retain, due to:

Location: Original Location Moved (date _____) Original Location:

Design (The combination of physical elements that create the form, plan, space, structure, and style. Describe additions and/or alterations from the original design, including dates--known or estimated--when alterations were made): The one-story frame on-part block has been significantly altered over the years. The structure does not appear on the 1907 Sanborn Insurance map and the 1929 map was not consulted for this report. The tax card suggests the structure was built c. 1929. The tax photo shows a one-story false front commercial block clad in narrow siding (typically used in the 1920s). The building had large storefront display windows that flanked a center recessed entry door. The tax cards indicate the rear of the building was extended 10 feet in 1946. By 1968, according to the tax card, the building nearly doubled in size with a large rear addition. The exterior materials appear to have been altered between 1957 and 1968. The 1957 tax card indicates the original square footage and exterior wall materials are listed as siding. By 1968 when the building was expanded, the exterior materials noted on the tax card are pressed brick and concrete block. The changes were made outside the period of historic significance and diminish the site's original design integrity.

Setting (The physical environment--natural or manmade--of a historic site. Describe the setting and how it has changed over time.): The setting does not appear to have changed significantly from what is seen in the tax photo.

Workmanship (The physical evidence of the crafts of a particular culture or people during a given period in history. Describe the distinctive elements.): Much of the physical evidence from the period that defines the typical Park City mining era commercial building has been altered and, therefore, lost.

Feeling (Describe the property's historic character.): The physical elements of the site, in combination, do not effectively convey a sense of life in a western mining town of the late nineteenth and early twentieth centuries.

Association (Describe the link between the important historic era or person and the property.): The one-part block is one of the most common commercial building types in Park City; however, the extent of the alterations to the main building--addition of brick and replacement of period siding--diminishes its association with the past.

The extent and cumulative effect of alterations to the site render it ineligible for listing in the National Register of Historic Places. The site, however, retains its essential historical form and meets the criteria set forth in LMC Chapter 15-11 for designation as a Significant Site.

5 SIGNIFICANCE

Architect: Not Known Known: (source:)

Date of Construction: c. 1926

Builder: Not Known Known: (source:)

The site must represent an important part of the history or architecture of the community. A site need only be significant under one of the three areas listed below:

1. Historic Era:

Settlement & Mining Boom Era (1868-1893)

Mature Mining Era (1894-1930)

□ Mining Decline & Emergence of Recreation Industry (1931-1962)

Park City was the center of one of the top three metal mining districts in the state during Utah's mining boom period of the late nineteenth and early twentieth centuries, and it is one of only two major metal mining communities that have survived to the present. Park City's commercial buildings represent the best remaining metal mining town business district in the state. The buildings along Main Street, in particular, provide important documentation of the commercial character of mining towns of that period, including the range of building materials, building types, and architectural styles. The commercial buildings contribute to our understanding of a significant aspect of Park City's economic growth and architectural development as a mining business district .

2. **Persons** (Describe how the site is associated with the lives of persons who were of historic importance to the community or those who were significant in the history of the state, region, or nation):

3. **Architecture** (Describe how the site exemplifies noteworthy methods of construction, materials or craftsmanship used during the historic period or is the work of a master craftsman or notable architect):

6 PHOTOS

Digital color photographs are on file with the Planning Department, Park City Municipal Corp.

Photo No. 1: East elevation. Camera facing west, 2006.

Photo No. 2: Southeast oblique. Camera facing northwest, 1995.

Photo No. 3: Southeast oblique. Camera facing northwest, tax photo.

¹ From "Park City Main Street Historic District" written by Philip Notarianni, 1979 and "Residences of Mining Boom Era, Park City - Thematic Nomination" written by Roger Roper, 1984.

SERIAL NO.
RE-APPRAISAL CARD (1940 APPR. BASE)

Owner's Name _____
 Owner's Address _____
 Location _____
 Kind of Building Store Street No. _____
 Schedule 1 Class 3-160 Type 1-2-3-4 Cost \$ _____ X _____ %

Stories	Dimensions	Cu. Ft.	Sq. Ft.	Actual Factor	Totals
<u>1</u>	<u>x x</u>		<u>860</u>	<u>\$ -</u>	<u>\$ 1605</u>
	<u>x x</u>			<u>\$</u>	<u>\$</u>
	<u>x x</u>			<u>\$</u>	<u>\$</u>

No. of Rooms 3- Condition _____

Description of Building	Add	Deduct
Foundation—Stone _____ Conc. <input checked="" type="checkbox"/> None _____		
Ext. Walls <u>Siding</u>		
Insulated—Floors _____ Walls _____ Clgs. _____		
Roof—Type <u>Bob.</u> Mat. <u>P.I.</u>	<u>-</u>	<u>-</u>
Dormers—Small _____ Med. _____ Lg. _____		
Bays—Small _____ Med. _____ Lg. _____		
Porches—Front _____ @ _____		
Rear _____ @ _____		
Cellar—Basin't— $\frac{1}{4}$ $\frac{1}{2}$ $\frac{3}{4}$ full-floor <u>No</u>		<u>40</u>
Basement Apts.—Rooms Fin. _____		
Attic Rooms _____ Fin. _____ Unfin. _____		
Plumbing— Class <u>1</u> Tub _____ Trays _____ Basin _____ Sink <u>1</u> Toilet <u>1</u> Urns _____ Ftns. _____ Shr. _____ Dishwasher _____ Garbage Disp. _____	<u>245</u>	
Heat—Stove <input checked="" type="checkbox"/> H. A. _____ Steam _____ S. _____ Blr. _____ Oil _____ Gas _____ Coal _____		
Air Conditioned _____ Incinerators _____		
Radiant—Pipeless _____		
Finish— Hd. Wd. <input checked="" type="checkbox"/> Floors— Fir. <input checked="" type="checkbox"/> Hd. Wd. <input checked="" type="checkbox"/> Conc. _____		
Cabinets _____ Mantels _____		
Tile— Walls _____ Wainscot. _____ Floors _____		
Lighting—Lamp _____ Drops <input checked="" type="checkbox"/> Fix. _____ <u>Wal/bd. lined - 3 @ 15"</u>		<u>45</u>
Total Additions and Deductions	<u>245</u>	<u>85</u>
Net Additions or Deductions	<u>-85</u>	<u>1605</u>

Age 20 Yrs. by Est. Owner
 Tenant
 Neighbors
 Records
 REPRODUCTION VALUE \$ 1765
 Depr. 1-2-3-4-5-6 33/67 % \$ _____
 Reproduction Val. Minus Depr. \$ 1183
 Remodeled _____ Est. Cost _____ Remodeling Inc. _____ % \$ _____
 Garage—S 8 C. 1 Depr. 2% (3%) Obsolescence _____ \$ _____
 Cars 2 Walls Shi. Out Bldgs. _____ \$ _____
 Roof T.P. Size 12x21 Age 28 _____ \$ _____
 Floor Pine Cost 229/25 Depreciated Value Garage \$ 57
Total Building Value \$ 1240

Remarks _____

SA 45-25

Location Block 5 SA
 Kind of Bldg. Store St. No. 1101 Park Ave
 Class 3 RES Rms. Type 1 2 3 4. Cost \$ 1684 X 100 %

Stories	Dimensions	Cu. Ft.	Sq. Ft.	Factor	Totals
1	x x		760		\$ 1684
	x x				
	x x				

Att. Gar.	Flr.	Walls	Roof	Factor	Totals
Description of Building			Additions		
Foundation—	Stone	Conc. <input checked="" type="checkbox"/>	None		
Ext. Walls	<u>Siding</u>				
Insulation—	Floors	Walls	Clgs.		
Roof Type	<u>Gab</u>		Mtl. <u>C.I.</u>		
Dormers—	Small	Med.	Large		
Bays—	Small	Med.	Large		
Porches—	Front	<u>HA.</u>	@		
Rear			@		
Basement Entr.			@		
Planters			@		
Cellar-Bsmt.	1/4 1/3 1/2 2/3 3/4 Full		Floor		
Bsmt. Apt.	Rooms	Fin.	Unfin.		
Attic Rooms	Fin.		Unfin.		
Plumbing	Class	1	Tub	Trays	
	Basin		Sink	Toilet	260
	Urns.		Ftns.	Shr.	
	Dishwasher		Garbage	Disp.	
Heat—	Stove	<input checked="" type="checkbox"/> H.A.	Steam	Skr.	Blr.
	Oil	<input checked="" type="checkbox"/> Gas	Coal	Pipeless	Radiant
Air Cond.					
Finish—	Fir		Hd. Wd.		
Floor—	Fir	<input checked="" type="checkbox"/>	Hd. Wd.	Other	
Cabinets		Mantels		Blr. In	
Tile—	Walls		Wainscot		Floors
Electrical—	Outlets			Fixt.	
Storm Sash—	Wood		Metal	Doors	Sash
Metal Awnings					
Total Additions					260

Year Built	<u>29</u>	Avg. Age	<u>29</u>	Reproduction Value	\$ <u>1944</u>
Inf. by	{ Owner - Tenant - Neighbor - Record - Est.	Depr. Col.	<u>1 2 3 4 5 6 58</u> %	Repr. Val. Minus Depr.	<u>1128</u>
Remodel Year		Est. Cost		Obsol. or Rem.	%
Garage—	Class	<u>1</u>	Depr. <u>2% 3%</u>	Bldg. Value	\$
Cars	<u>2</u>	Floor	<u>Wood</u>	Walls	<u>Shtg</u>
Size	<u>21</u> x <u>17</u>	Age	<u>25</u>	Cost	<u>227</u> x <u>30</u> %
Other					<u>68</u>
Total Building Value					\$

SA 45
Serial Number

OF
Card Number

Owners Name A.J. Butkovich
 Location Block 5 SA lot 1
 Kind of Bldg. store St. No. 1101 Park Ave
 Class. 2 Type 1 2 3 4 Cost \$ 7483 X 106%

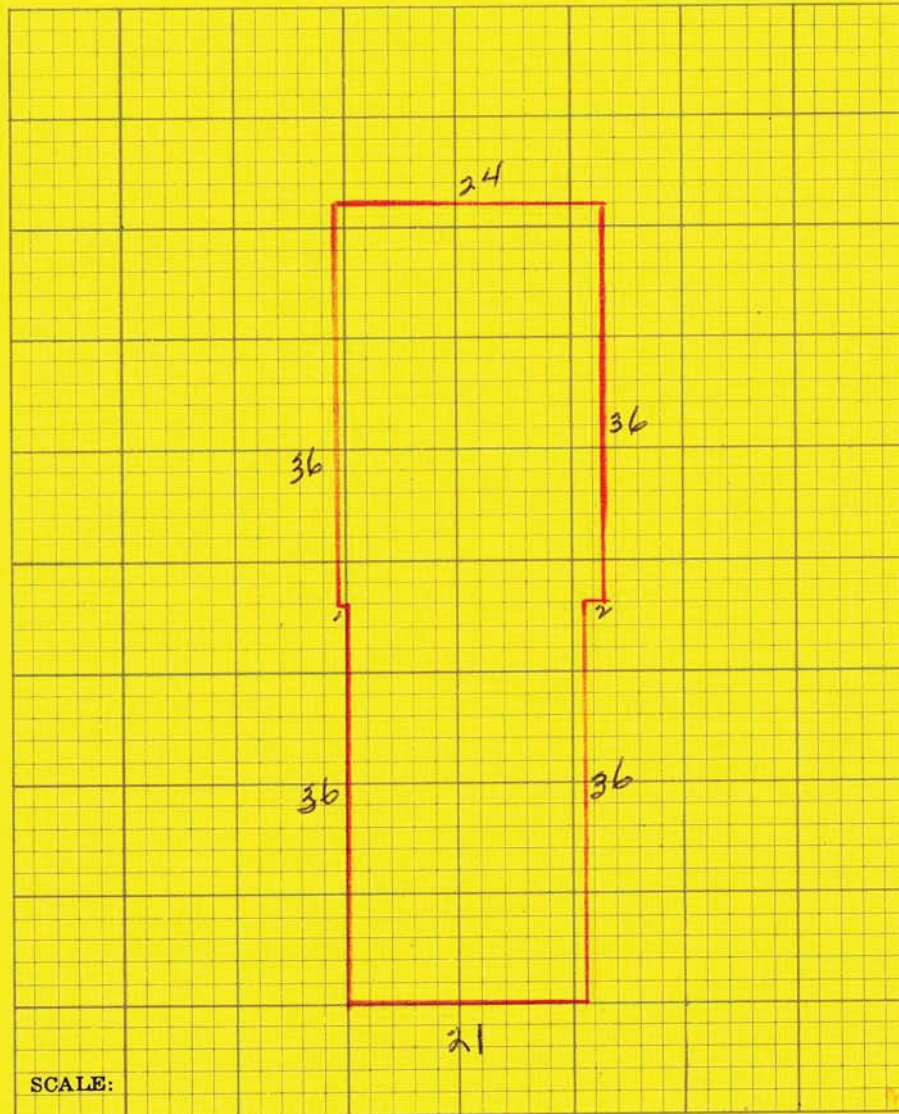
Stories	Dimensions	Sq. Ft.	Factor	Totals	Totals
1	x x	1620		\$ 7932	\$
	x x				
	x x				

Att. Gar. — C.P. — x — Flr. — Walls — Cl. —

Description of Buildings	Additions	Additions
--------------------------	-----------	-----------

Foundation—Stone _____ Conc. Sills _____
 Ext. Walls ^{Pr} Brick + concrete Block
 Roof Type Gable Mtl. Metal
 Dormers—Small _____ Med. _____ Large _____
 Bays—Small _____ Med _____ Large _____
 Porches—Front _____ @ _____
 Rear _____ @ _____
 Porch _____ @ _____
 Planters _____ @ _____
 Ext. Base. Entry _____ @ _____
 Cellar-Bsmt. — 1/4 1/2 3/4 Full _____ Floor _____
 Bsmt. Gar. _____
 Basement-Apt. _____ Rms. _____ Fin. Rms. _____
 Attic Rooms Fin. _____ Unfin. _____
 Plumbing { Class 1 Tub. _____ Trays _____
 Basin 1 Sink _____ Toilet 1
 Wtr. Sfr. _____ Shr. St. _____ O.T. _____
 Dishwasher _____ Garbage Disp. _____
 Heat—Stove _____ H.A. (F) HW _____ Stkr _____ Elec. _____
 Oil (Gas) Coal _____ Pipeless _____ Radiant _____
 Air Cond. — Full _____ Zone _____
 Finish—Fir. _____ Hd. Wd. _____ Panel _____
 Floor—Fir. ✓ Hd. Wd. _____ Other concrete
 Cabinets _____ Mantels _____
 Tile—Walls _____ Wainscot _____ Floors _____
 Storm Sash—Wood D. _____ S. _____; Metal D. _____ S. _____
 Awnings — Metal _____ Fiberglass _____
Water Pipe Box 8x14x8 = 576 S&P 7.00 576 NEU
door 15' @ 455 - 6 jun 350 = 455

Total Additions 2250
 Year Built 1929 Avg. 11950 Replacement Cost 10182
1965 Age 2. Obsolescence _____
 Inf. by { Owner - Tenant - Adj. Bld. Value _____
 { Neighbor - Record - Est. Conv. Factor x.47
 Replacement Cost—1940 Base _____
1970 "C" Depreciation Column 1 2 3 4 5 6 _____
 1940 Base Cost, Less Depreciation _____
 Total Value from reverse side _____
 Total Building Value \$ _____



SCALE:

RESIDENTIAL OUT BUILDINGS	Age	Size	Area	Fac-tor	Cost	Conv. Fac.	Adj. Cost	Depr. Value
		x				.47		
		x				.47		
		x				.47		
		x				.47		
		x				.47		
		x				.47		

Garage — Class _____ Depr. 2% 3% _____

Cars _____ Floor _____ Walls _____ Roof _____ Doors _____

Size _____ x _____ Age _____ Cost _____ x 47% _____

_____ 1940 Base Cost _____ x _____ % Depr. _____

Total _____

REMARKS **Average Year of Construction Computation:**

Year 1929 \$ 4138 = 41 % X 37 Year = 1517

Year 1965 \$ 6244 = 59 % X 1 Year = 59

Average Year of Construction 1950 1576

78



Researcher: Philip F. Notarianni
Date: September 1978

Site No. SU-10-570

Utah State Historical Society
Historic Preservation Research Office
Structure/Site Information Form

IDENTIFICATION

Street Address: 1101 Park Avenue, Park City Plat SA Bl. 5 Lot 1

Name of Structure: T. R. S.

Present Owner: Anthony J. and Geneva A. Buthwrich UTM:

Owner Address: 3632 East 3225 South, Salt Lake City, UT Tax #: SA-45

AGE/CONDITION/USE

Original Owner: Construction Date: 1929 Demolition Date:

Original Use: commercial

Present Use: Occupants:

- | | | |
|--|---------------------------------------|------------------------------------|
| <input type="checkbox"/> Single-Family | <input type="checkbox"/> Park | <input type="checkbox"/> Vacant |
| <input type="checkbox"/> Multi-Family | <input type="checkbox"/> Industrial | <input type="checkbox"/> Religious |
| <input type="checkbox"/> Public | <input type="checkbox"/> Agricultural | <input type="checkbox"/> Other |
| <input checked="" type="checkbox"/> Commercial | | |

Building Condition:

- Excellent
 Good
 Deteriorated

- Site
 Ruins

Integrity:

- Unaltered
 Minor Alterations
 Major Alterations

STATUS

Preliminary Evaluation:

- Significant
 Contributory
 Not Contributory
 Intrusion

Final Register Status:

- National Landmark
 National Register
 State Register
 District
 Multi-Resource
 Thematic

DOCUMENTATION

Photography:

Date of Slides: June 1978
Views: Front Side Rear Other

Date of Photographs:
Views: Front Side Rear Other

Research Sources:

- | | | |
|--|--|---|
| <input type="checkbox"/> Abstract of Title | <input type="checkbox"/> City Directories | <input type="checkbox"/> LDS Church Archives |
| <input checked="" type="checkbox"/> Plat Records | <input type="checkbox"/> Biographical Encyclopedias | <input type="checkbox"/> LDS Genealogical Society |
| <input checked="" type="checkbox"/> Plat Map | <input type="checkbox"/> Obituary Index | <input type="checkbox"/> U of U Library |
| <input checked="" type="checkbox"/> Tax Card & Photo | <input type="checkbox"/> County & City Histories | <input type="checkbox"/> BYU Library |
| <input type="checkbox"/> Building Permit | <input type="checkbox"/> Personal Interviews | <input type="checkbox"/> USU Library |
| <input type="checkbox"/> Sewer Permit | <input type="checkbox"/> Newspapers | <input type="checkbox"/> SLC Library |
| <input type="checkbox"/> Sanborn Maps | <input type="checkbox"/> Utah State Historical Society Library | <input type="checkbox"/> Other |

Bibliographical References (books, articles, records, interviews, old photographs and maps, etc.):

Summit County records.

Architect/Builder: Unknown

Building Materials: Wood Building Type/Style: Residential

Description of physical appearance & significant architectural features:
(Include additions, alterations, ancillary structures, and landscaping if applicable)

The original double-hung windows have been altered, with aluminum siding added in ca. 1963.

Statement of Historical Significance:

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> Aboriginal Americans | <input type="checkbox"/> Communication | <input type="checkbox"/> Military | <input type="checkbox"/> Religion |
| <input type="checkbox"/> Agriculture | <input type="checkbox"/> Conservation | <input type="checkbox"/> Mining | <input type="checkbox"/> Science |
| <input type="checkbox"/> Architecture | <input type="checkbox"/> Education | <input type="checkbox"/> Minority Groups | <input type="checkbox"/> Socio-Humanitarian |
| <input type="checkbox"/> The Arts | <input type="checkbox"/> Exploration/Settlement | <input type="checkbox"/> Political | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Commerce | <input type="checkbox"/> Industry | <input type="checkbox"/> Recreation | |

This land part of the David C. McLaughlin holdings in 1883. Lot 2 owned by W. A. McEmery in 1906--to Mrs. David Laird in 1918 from Summit County and in 1924 Lot 2-S3 to Augustus Curtius; to Richard Brierly (1925); Delmas E. Brierley (1926); to Mrs. Jossie Brierly, 1926. Redeemed by Jossie Brierly in 1937; to Frederick R. Langford in 1947.





Planning Commission Staff Report



Subject: 331 McHenry Avenue
Author: Francisco Astorga, Planner
Project #: PL-13-01959
Date: October 17, 2013
Type of Item: Quasi-Judicial Appeal of Compliance with the Land Management Code

Summary Recommendations

Staff recommends the Planning Commission review an appeal of Planning Staff's determination of compliance with the Park City Land Management Code for 331 McHenry Avenue. Staff has prepared findings of fact and conclusions of law affirming the determination of compliance for the Commission's consideration.

Description

Appellant: Tom and Nancy Amandes, Ed and Debbie Axtell, Morgan Hole and Matey Erdos Hole, Merritt Hooper, & Charlie and Mary Wintzer
Applicant: Jerry Fiat, representing 331 McHenry LLC (331 McHenry Avenue, owner) & Jon DeGray, Architect
Location: 331 McHenry Avenue
Zoning: Historic Residential-Low Density (HRL) District
Historic Designation: Non-historic site
Adjacent Land Uses: Historic Residential
Reason for Review: Staff determination of Historic District Design Review (HDDR) approval relating to the Land Management Code (LMC).

Purpose

The purpose of the HRL District is to:

- A. reduce density that is accessible only by substandard Streets so these Streets are not impacted beyond their reasonable carrying capacity,
- B. provide an Area of lower density Residential Use within the old portion of Park City,
- C. preserve the character of Historic residential Development in Park City,
- D. encourage the preservation of Historic Structures,
- E. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods.
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment, and
- G. define Development parameters that are consistent with the General Plan

policies for the Historic core.

Background

On September 21, 2012 a complete Historic District Design Review (HDDR) application was submitted to the City for 331 McHenry Avenue. The application was deemed complete on October 3, 2012. After, minor alterations were made to the original application; the Planning Department found that the submitted HDDR application was in compliance with applicable LMC requirements and Design Guidelines for New Construction on June 11, 2013. On that day, the property was posted and letters were sent out to adjacent property owners within one hundred feet (100') to notify them of the Staff determination as required by LMC § 15-1-21 and S 15-11-11.

There is a non-historic structure at the location. The HDDR includes remodeling the entire structure. The proposal includes an addition consisting of 2,344 square feet. The applicant requests to add 750 square feet to the basement level, 1,111 square feet to the main level, and 483 square feet to the upper level. The existing structure is approximately 2,822 square feet; the overall square footage will be 5,399 square feet. See Exhibit A – Approved HDDR Plans.

On June 21, 2013, the Planning Department received a letter (Exhibit B – Appeal Letter of Staff's determination of compliance) from the Tom and Nancy Amandes, Ed and Debbie Axtell, Morgan Hole and Matey Erdos Hole, Merritt Hooper, & Charlie and Mary Wintzer, adjacent property owners, appealing Planning Staff's determination approving the HDDR. This appeal was submitted within ten (10) days of the posting of the property and sending the letters.

Pursuant to LMC § 15-1-18, Appeals and Reconsideration Process, Planning Director or Planning Staff decisions regarding compliance with the LMC are appealed to the Planning Commission.

Burden of Proof and Standard of Review - LMC 15-1-18(G)

The appeal authority (Planning Commission) shall act in a quasi-judicial manner. The appellant has the burden of proving that the land Use authority (Planning Staff) erred. The appeal authority shall review factual matters de novo and it shall determine the correctness of a decision of the land Use authority in its interpretation and application of the land Use ordinance (LMC). [...]

Analysis

The appellant raised the following four (4) issues to the appeal of the Planning Staff' determination of HDDR approval related to LMC compliance:

- A. Purpose of the HRL District
- B. Visioning results
- C. Non-conforming use,
- D. Full-time neighborhood.

Staff has addressed all of the comments addressed on the submitted appeal, which have been copied below verbatim, italics/bold added:

A. The basis of our appeal is that Mr. Fiat's Project does not meet Statements A, B, C, E and F of the Purpose statement for the HRL zone.

Statement A states that *the purpose of the HRL District is to reduce density that is accessible only by substandard Streets so these Streets are not impacted beyond their reasonable carrying capacity.* Statement B states that *the purpose of the HRL District is to provide an Area of lower density Residential Use within the old portion of Park City.* In terms of density, the use will remain the same as a single family dwelling. The use is not changing or becoming a more intensive. The size of the structure is increasing, however, in terms of density the use will be the same. The Land Management Code restricts the minimum lot size within the HRL District to be 3,750 square feet, which is equivalent to two (2) standard Old Town lots (25'x75' in size). The density of the HRL District is already reduced due to the minimum lot area required within the HRL. Staff finds that purpose statement A & B are backed up by the minimum lot area found within the district.

Statement C states that *the purpose of the HRL District is to preserve the character of Historic residential Development in Park City.* The proposed addition/remodel complies with the Land Management Code requirements pursuant to the HRL District and the Park City Historic District Design Guidelines as conditioned.

Statement E states that *the purpose of the HRL District is to encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods.* The proposed addition/remodel employs methods such as changes in wall plane and roof heights.

Statement F states that *the purpose of the HRL District is establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.* The proposed addition/remodel does not take place within slopes over thirty percent (30%) where the minimum horizontal distance is at least fifteen feet (15').

#1. The McHenry St. neighborhood access is a dead-end, steep and sub-standard street. In the winter the street is reduced to one and half lanes. There is a steep drop off to the railroad grade below and winter time traffic must often back up to allow others to pass. In the last 30 years five cars have plunged off the side of the road.

The use is not changing as the site is remaining a single family dwelling. The neighborhood access remains the same as a dead-end, steep street. Usually, when a change of use is being proposed, specifically, a more intensive use is proposed, then the LMC requires additional mitigation to take place.

#2. Mr. Fiat's plan for this property is to put this enlarged 5000 + s.f. house along with two other houses above and below. He has removed part of the existing house in order to situate two more houses on the property. It is imperative that the long range planning of the entire property be taken into account when allowing this remodel to go forward. The neighborhood should not have to review this two more times with each maximization project.

Regarding the appellants' statement #2, the applicant proposes the addition/remodel within a platted lot of record, Lot A of the 331 McHenry Avenue Subdivision. The site consists of a single family dwelling and a garage connected by an aerial walkway. We have not received other requests at this time regarding any future improvements, changes, to other existing adjacent property that may be owned by the property owner.

#3. In reference to LMC 15-2.1-1 Eregarding character and scale. Mr. Fiat's remodel in no way relates to the character and scale of the neighborhood. Rossi Hill/McHenry St. area has always been characterized by homes on lots with larger open space yards than anywhere else in Old Town. The largest house in this neighborhood is the 300 McHenry house which is 5000 s.f. on 3 acres of land.

Regarding the appellants' statement #3, which further reflects purpose statement E above, the LMC does not limit the overall square footage of a structure. The LMC does limit the building footprint and maximum height, which can be looked at as indirect way to limit the maximum house size. The proposed addition/remodel meets the maximum footprint restriction of 2,610.7 square feet. The building footprint of the existing house and garage is 1,812.6 square feet, 69.4% of the maximum. The proposed building footprint of the project is 2,606 square feet, 99.8% of the maximum. The proposed addition/remodel meets the maximum building height including the maximum three (3) story provision.

#3A. Inconsistency by Director.....When the Rossi Hill Subdivision was done three years ago, the four homes owned by full time residents in that Subdivision (310, 320, 330, 350 McHenry St.) were asked by Planning to limit/cap their buildable square footage and gladly complied because it was in the spirit of protecting the neighborhood. Now this same standard is not being used to scrutinize Mr. Fiat's plan.

The existing site is Lot A of the 331 McHenry Avenue Subdivision, which was a three (3) lot plat amendment approved by the City in July 2009. Staff has examined the approved ordinance. When the Planning Commission and City Council approved this plat amendment, from 8.45 Old Town lots into this three (3) lot plat amendment, there was no limitation to the buildable square footage other than reliance on the standards of the LMC which limit the maximum building footprint and height provision.

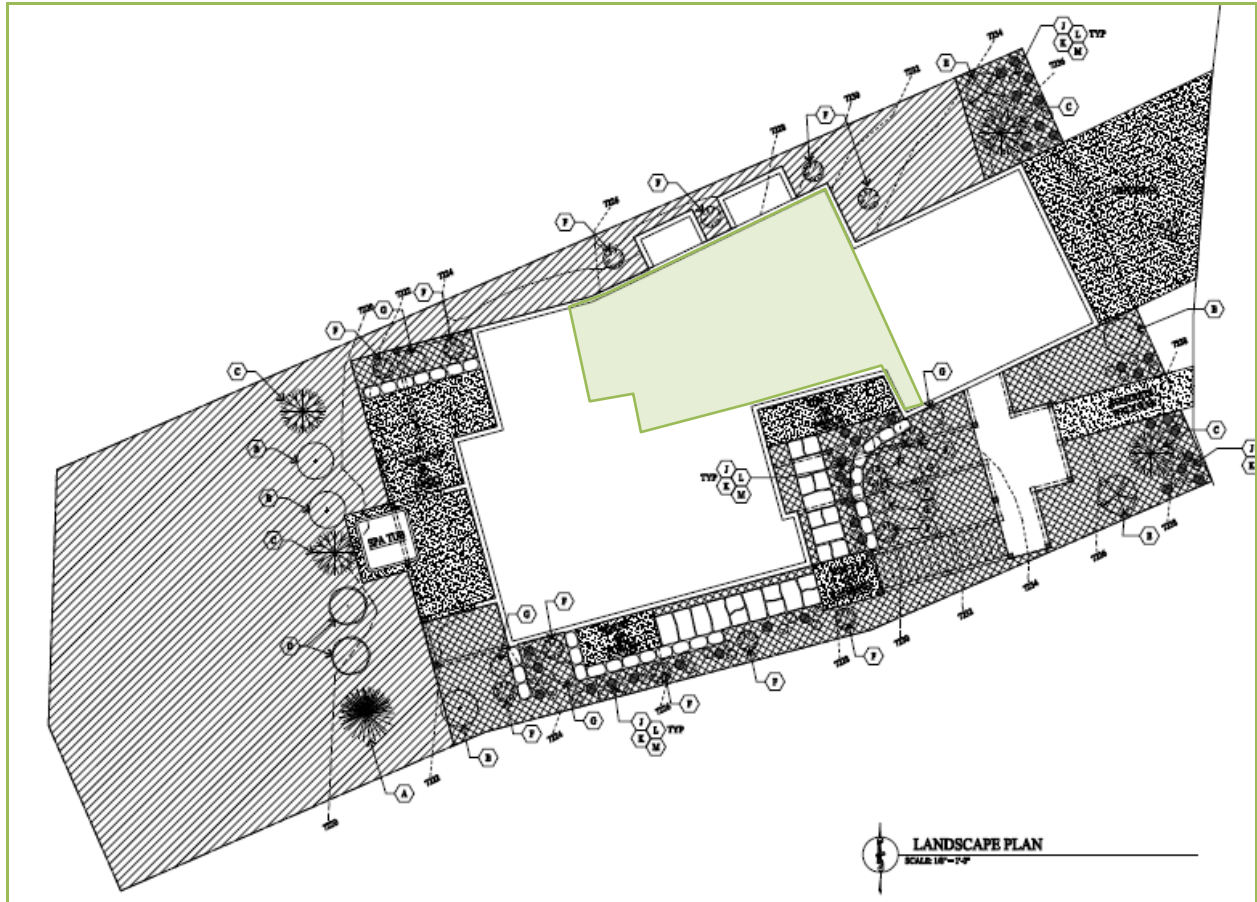
#4. Mr. Fiat's lot sharply drops off toward Ontario Ave. which will make his project of maximizing the parcel with three houses a greater impact to mass and scale. By the time his project is completed as designed.....a yard and open space

that for forty years was award winning will be totally consumed by buildings. This will be a devastating impact on the environment of our hillside neighborhood and runs counter to the intent of the LMC 15-2.1-6 ... "Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements.

Regarding the appellants' statement #4, regarding landscaping and development on steep slopes, the applicant submitted the following existing conditions survey that reflects the vegetation on the site:



The proposed addition takes place on the area between the existing garage and the existing single family dwelling identified above in the circled area. The exhibit on the next page is the preliminary landscape plan on Sheet A0.2 found within Exhibit A. The shaded area reflects the area which will be affected by the addition. The vegetation in that area is not dramatically changing.



Regarding development on steep slopes, there is a small area found on the site where the addition will be located over thirty percent (30%) slopes, however, this area is not more than fifteen feet (15'). The LMC specifically states that in order of the site to be considered a steep slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The proposed addition/remodel does not trigger the steep slope CUP review and approval by the Planning Commission.

#5. Significant Vegetation. In the LMC under Vegetation Protection 15-2.1-9 "must show all Significant Vegetation within twenty (20') of a proposed Development." This Is why it is important to view the entire development plan for the parcel....because we have watched the lack of care for trees that are 50 years old and over 10 inches in diameter.

We would request a VEGETATION SURVEY be done. The survey should include the numerous large evergreens and the apple tree that is 80 years old on the Ontario side of the property.

The applicant submitted the existing conditions survey prepared by surveyor which does include the significant vegetation within 20 feet of the proposed development. The proposed development is identified as the addition area between the existing garage

and the single family dwelling.

B. Visioning Results.

Further gross error occurred by the Planning Director....as he completely ignored the 4 cornerstones of our visioning results...which are proudly posted in the Council Chambers of City Hall.....i.e.:

....small town feel

.....sense of community

.....natural setting

.....historic character

The 2009 Visioning results are currently the base of the current General Plan re-write which the Planning Department has been working on. It is understood that once the new General Plan is adopted, the Planning Department will review all of the zoning districts and the LMC to further examine development patterns and regulations to further examine the community values, principles, strategies, goals, etc., indicated on the newly adopted General Plan.

C. Non- Conforming Use issue.

Why is the City encouraging and allowing a developer to further expand the non-conforming use of the garage structure? SEE the LMC 15-9-5 A. "Enlargement. A Non- Conforming Use may not be enlarged, expanded, or extended to occupy all or part of another Structure or site that it did not occupy on the date on which the Use became non-conforming.

********(In this case the garage was built about 1971.)***

The existing garage is approximately five to six feet (5' - 6') from the front property line. The front yard setback is fifteen feet (15') minimum.

A Non-complying structure is defined as a Structure that:

(A) legally existed before its current zoning designation; and

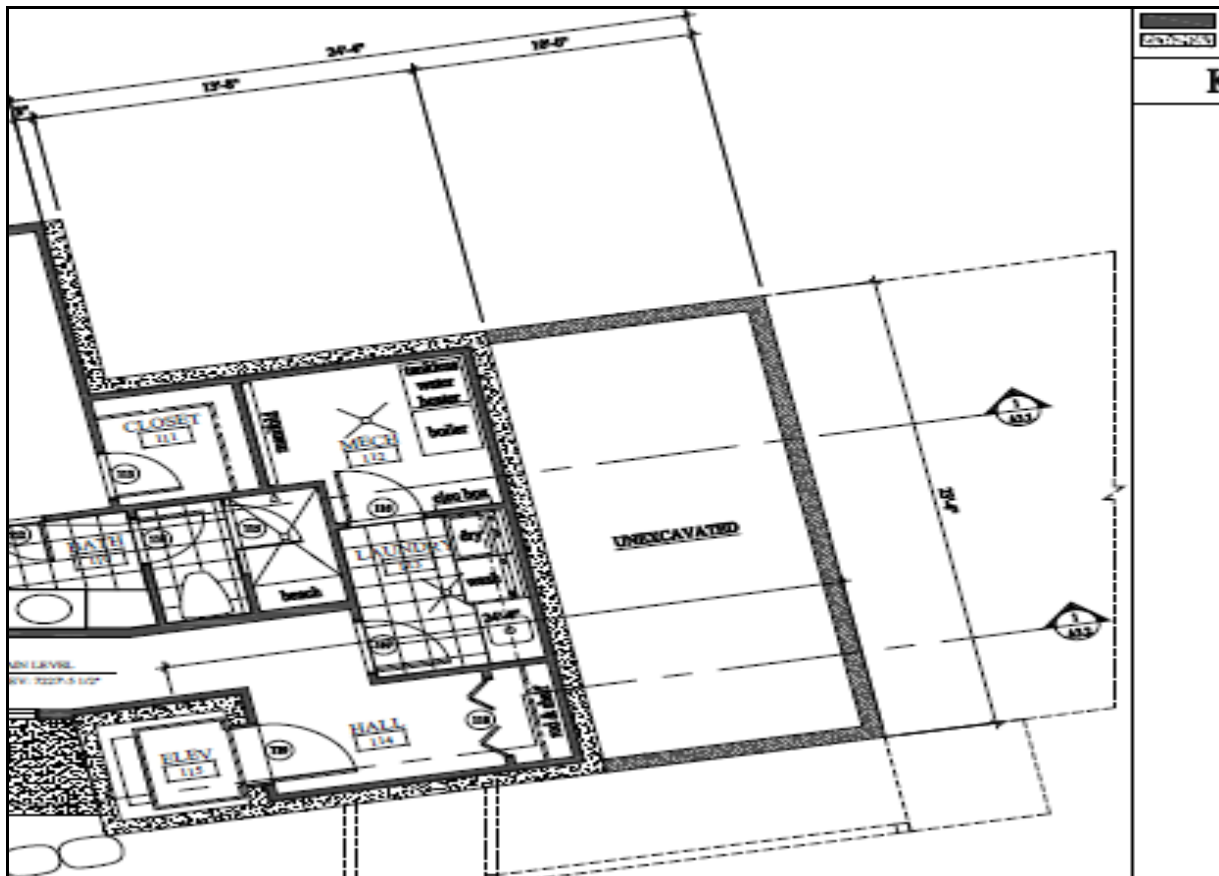
(B) because of subsequent zoning changes, does not conform to the zoning regulation's Setback, Height restrictions, or other regulations that govern the Structure.

A Non-Complying Structure that was lawfully constructed with a permit prior to a contrary change in the LMC, may be used and maintained, subject to the standards and limitations of the LMC. Any Non-Complying Structure may be repaired, maintained, altered, or enlarged, provided that such repair, maintenance, alteration, or enlargement shall neither create any new non-compliance nor shall increase the degree of the existing non-compliance of all or any part of such Structure.

According to Summit County records (EagleWeb), the single family dwelling was built in

1972. The County recognized the garage, but do not list the year it was built. Given this information, it can be assumed that the existing garage is legal non-complying because it does not meet the minimum front yard setback.

A portion of the proposed addition takes place directly below the existing non-complying garage. This addition however, meets the minimum fifteen foot (15') front yard setback as it is built ten feet behind the garage façade. See exhibit below:



Staff reviewed the request in regards to the non-complying garage and made a determination that the level of non-compliance is not being increased as the addition below the garage meets the minimum front yard setback of fifteen feet (15').

Staff also notes that in certain places the existing structure is greater than the maximum building height of twenty feet (27'). However, all of the features include in the remodel meet the maximum building height.

IN this review there was no effort by the Planning Director to support the strong Old Town community neighborhood that Rossi Hill/McHenry historically is known to be in Park City.

IN this review the wildlife interest was completely ignored. Since we are adjacent to so much open space area our neighborhood is the path that the deer, moose

and even bear consistently pass through at certain times of the year. Perhaps this is because of our larger yards and greater open space. To block those accesses which have existed through the years goes against the importance of natural settings. The Natural settings of our mountain town are not only important to the community but to the wildlife and environment of our small section of the planet.

Mr. Fiat and his design team clearly do not understand that they are trying to overdevelop and urbanize a natural mountain setting that is marked by steep slopes and sub- standard roads.

Regarding wildlife interest, the site meets the development standards outlined in the LMC.

Public Safety ... The issue of safety on our narrow, blind curve access street is of grave importance in the winter conditions. Our neighborhood is home to many senior citizens, small children and young teenaged drivers who must travel this dead end street daily.

Regarding public safety, the site contains development rights, the same rights as the ones found within the existing neighborhood. The density of the site is not been increased as the site will remain a single family dwelling. The size of the structure is increasing, however, the LMC does not limit the number of bedrooms or size of the structures, other than the current height parameters and the maximum building footprint.

D. Full Time Neighborhood.

WE are a full time residential neighborhood.

Mr. Fiat's design has shown no respect or sensitivity for the neighborhood where he wants to build and seek an investment return. His project in no way enhances the sense of community, the small town feel or contributes to the open space /natural setting of Rossi Hill. In fact to the contrary it is a dismantling of one of the few remaining full time residential neighborhoods in Old Town.

Currently the applicant has not made an application to turn the single family dwelling into a nightly rental. The LMC indicates that a nightly rental is a conditional use within this district. Should the applicant decided to turn the structure into a nightly rental, they would have to received Planning Commission review and approval on the specific CUP criteria. The LMC does not regulate the use in terms of a second home.

There has been no attempt to maintain the large tree vegetation on the property which would enhance a home with wonderful views.

The applicant submitted the existing conditions survey prepared by surveyor which does include the significant vegetation within 20 feet of the proposed development. The proposed development is identified as the addition area between the existing garage and the single family dwelling.

Staff identified one (1) tree that will be lost due to the location of the addition, a fifteen foot (15') pine near the north end of the railroad tie behind the existing garage. The plans also show the removal of five (5) trees found within their site, all on the north side yard areas. The applicant's approved preliminary landscape plan indicates the placement of significant amount of perennials, shrubs, and the following new trees: one (1) White fir, (4) Colorado Blue Spruces, four (4) Thinleaf Alders, two (2) Bigtooth Maples, and two (2) Gambel Oaks.

The submitted survey reveals that there are five (5) other trees near this north property line. According to the survey these trees are on the neighbor's property and the applicant does not have permission to remove such trees. The other remaining two (2) trees are near the existing utility pole and are on the public Right-of-Way.

Conclusion

If nothing will be done to protect one of our last true Old Town neighborhoods....then this should become a clarion call for stricter and immediate Old Town regulations. On the same point, if Staff does not believe in the protection of Old Town as full time residential neighborhoods they should state this shift in policy so that residents can cease hanging on and stand down and move to the suburbs.

The purpose statements within each zoning district are to be reflected in under the specific building parameters, such as building footprint, setbacks, height, etc. According to LMC § 15-12-15(3), the Planning Commission has the authority of initiating or recommending zone changes and review of LMC development standards within zone. If the Planning Commission finds that the purpose statements of the HRL Districts need to be amended or find that the development standards of the HRL do not reflect the purpose statements, the Planning Commission may initiate such LMC review.

Notice

On August 14, 2013 the property was posted and notice was mailed to adjacent property owners within one hundred feet (100'). Legal notice was also placed in the Park Record.

Alternatives

- The Planning Commission may deny the appeal and affirm the Planning Staff's determination of compliance with the Land Management Code, wholly or partly;
or
- The Planning Commission may grant the appeal reverse the Planning Staff's determination of compliance with the Land Management Code; wholly or partly;
or
- The Planning Commission may continue the discussion to a specified or unspecified date.

Recommendation

Staff recommends the Planning Commission review an appeal of Planning Staff's determination of compliance with the Park City Land Management Code for 331 McHenry Avenue. Staff has prepared findings of fact and conclusions of law affirming the determination of compliance for the Commission's consideration.

Findings of Fact:

1. The site is located at 331 McHenry Avenue.
2. The site is located within the HRL District.
3. The site is not historic.
4. On September 21, 2012 a complete Historic District Design Review (HDDR) application was submitted.
5. The application was deemed complete on October 3, 2012.
6. After, minor alterations were made to the original application; the Planning Department found that the submitted HDDR application was in compliance with applicable LMC requirements and Design Guidelines for New Construction on June 11, 2013.
7. On June 11, 2013 the property was posted and letters were sent out to adjacent property owners within one hundred feet (100') to notify them of the Staff determination as required by LMC § 15-1-21 and S 15-11-11.
8. The HDDR includes remodeling the entire structure.
9. The proposal includes an addition consisting of 2,344 square feet.
10. The applicant requests to add 750 square feet to the basement level, 1,111 square feet to the main level, and 483 square feet to the upper level. The existing structure is approximately 2,822 square feet; the overall square footage will be 5,399 square feet.
11. On June 21, 2013, the Planning Department received a letter from the Tom and Nancy Amades, Ed and Debbie Axtell, Morgan Hole and Matey Erdos Hole, Merritt Hooper, & Charlie and Mary Wintzer, adjacent property owners, appealing Planning Staff's determination approving the HDDR.
12. Pursuant to LMC § 15-1-18, Appeals and Reconsideration Process, Planning Director or Planning Staff decisions regarding compliance with the LMC are appealed to the Planning Commission.
13. The appeal authority (Planning Commission) shall act in a quasi-judicial manner.
14. The appellant has the burden of proving that the land Use authority (Planning Staff) erred.
15. The appeal authority (Planning Commission) shall review factual matters de novo and it shall determine the correctness of a decision of the land Use authority in its interpretation and application of the land Use ordinance (LMC).
16. The appellant raised the following four (4) issues to the appeal of the Planning Staff' determination of HDDR approval related to LMC compliance: Purpose of the HRL District, visioning results, non-conforming use, and full-time neighborhood.
17. Above discussion found in the staff report is incorporated herein.
18. Staff has addressed all of the comments addressed on the submitted appeal.
19. The use will remain the same as a single family dwelling.

20. The use is not changing or becoming a more intensive.
21. The size of the structure is increasing, however, in terms of density the use will be the same.
22. The Land Management Code restricts the minimum lot size within the HRL District to be 3,750 square feet, which is equivalent to two (2) standard Old Town lots (25'x75' in size).
23. The density of the HRL District is already reduced due to the minimum lot area required within the HRL.
24. The proposed addition/remodel complies with the Land Management Code requirements pursuant to the HRL District and the Park City Historic District Design Guidelines as conditioned.
25. The proposed addition/remodel employs methods such as changes in wall plane and roof heights.
26. The proposed addition/remodel does not take place within slopes over thirty percent (30%) where the minimum horizontal distance is at least fifteen feet (15').
27. The neighborhood access remains the same as a dead-end, steep street.
28. Staff has not received other requests at this time regarding any future improvements, changes, to other existing adjacent property that may be owned by the property owner.
29. The LMC does not limit the overall square footage of a structure.
30. The LMC does limit the building footprint and maximum height, which can be looked at as indirect way to limit the maximum house size.
31. The proposed addition/remodel meets the maximum footprint restriction of 2,610.7 square feet.
32. The building footprint of the existing house and garage is 1,812.6 square feet, 69.4% of the maximum.
33. The proposed building footprint of the project is 2,606 square feet, 99.8% of the maximum.
34. The proposed addition/remodel meets the maximum building height including the three (3) maximum story provision.
35. The existing site is Lot A of the 331 McHenry Avenue Subdivision, which was a three (3) lot plat amendment approved by the City in July 2009.
36. When the plat amendment was approved there was no limitation to the buildable square footage due to the indirect standards in the LMC which limit the maximum building footprint and height provision.
37. The proposed addition takes places on the area between the existing garage and the existing single family dwelling.
38. There is a small area found on the site where the addition will be located over thirty percent (30%) slopes, however, this area is not more than fifteen feet (15').
39. The LMC specifically states that in order of the site to be considered a steep slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey.
40. The proposed addition/remodel does not trigger the steep slope CUP review and approval by the Planning Commission.
41. The applicant submitted the existing conditions survey prepared by surveyor

which does include the significant vegetation within 20 feet of the proposed development.

42. The existing garage is approximately five to six feet (5' - 6') from the front property line.
43. The front yard setback is fifteen feet (15') minimum.
44. According to Summit County records, the single family dwelling was built in 1972.
45. A Non-Complying Structure that was lawfully constructed with a permit prior to a contrary change in the LMC, may be used and maintained, subject to the standards and limitations of the LMC.
46. Any Non-Complying Structure may be repaired, maintained, altered, or enlarged, provided that such repair, maintenance, alteration, or enlargement shall neither create any new non-compliance nor shall increase the degree of the existing non-compliance of all or any part of such Structure.
47. A portion of the proposed addition takes place directly below the existing non-complying garage.
48. The proposed addition meets the minimum fifteen foot (15') front yard setback as it is built ten feet behind the garage façade.
49. Staff reviewed the request in regards to the non-complying garage and made a determination that the level of non-compliance is not being increased as the addition below the garage meets the minimum front yard setback of fifteen feet (15').
50. The existing structure does not meet the maximum building height of twenty feet (27'). However, all of the features include in the remodel due meet the maximum building height.
51. The non-compliances related to height, can remain on the structure as long as they do not increase the level of non-compliance, i.e. further expand the non-conformance.
52. Currently the applicant has not made an application to turn the single family dwelling into a nightly rental.
53. The LMC indicates that a nightly rental is a conditional use within this district.
54. Should the applicant decided to turn the structure into a nightly rental; the applicant would have to receive Planning Commission review and approval on the specific CUP criteria.
55. The LMC does not regulate the use in terms of a second home.

Conclusions of Law:

1. The approved Historic District Design Review application is consistent with the Park City Land Management Code (LMC).
2. Approval of the Historic District Design Review application does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval:

1. Approval is based on plans stamped approved on June 11, 2013. Building permit plans must substantially comply with the approved set of plans.
2. All of the conditions of approval of the June 11, 2013 HDDR approval shall continue to apply.

3. The expiration date of the Historic District Design Review shall be extended to one (1) year from the date of this order. A building permit shall be secured by the applicant by August 28, 2014.

Order:

1. The appeal is denied and Planning Staff's determination is upheld.

Exhibits

- Exhibit A – Approved HDDR Plans
- Exhibit B – Appeal Letter of Staff's determination of compliance
- Exhibit C – Approved HDDR Letter
- Exhibit D – HDDR Public Comments
- Exhibit E – Property Owner's Letter dated 10.17.2013

HISTORIC DISTRICT DESIGN REVIEW APPLICATION SET

RENOVATION/ADDITION
 331 MCHENRY AVENUE
 PARK CITY, UTAH 84060

CONSULTANTS

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LEGEND

	BRICK & STONE		OFFICE		ROOM NAME
	EARTH		ROOM NUMBER		FLOOR, POINT ELEV.
	CONCRETE		CENTER LINE		ROUND, DIA.
	CONCRETE MASONRY UNIT		CHANNEL		DETAIL
	STEEL (LARGE SCALE)		SECTION CUT, DETAIL		BUILDING SECTION
	RIGID INSULATION		KEYED NOTES		WINDOW TYPE
	ROUGH WOOD		DOOR NUMBER		REVISION
	BLOCKING		INTERIOR WALL ELEV.		WALL TYPE
	ALUMINUM (LARGE SCALE)				
	GRAVEL				
	FINISHED WOOD				
	BATT OR BLOWN INSULATION				
	PLASTER, SAND, GROUT, MORTAR				
	STEEL (SMALL SCALE)				
	BITUMINOUS PAVING				
	PLYWOOD				
	OYSTRUM BOARD				

CODE ANALYSIS

APPLICABLE CODES
 2009 IRC 2009 IPC
 2011 NBC 2009 FOC
 2009 BECC 2009 IFC

OCCUPANCY: B3

CONSTRUCTION TYPE: VB
 BUILDING TO BE FIRE SPRINKLED. CONTRACTOR TO PROVIDE APPROVALS PRIOR TO INSTALLATION.

	AREA CALCULATIONS			TOTAL
	EXISTING	NEW	UNEXCAVATED	
BASEMENT LEVEL	1067	750		1817
MAIN LEVEL	1262	1111	233	2606
UPPER LEVEL	473	483		956
TOTAL	2822	2344	233	5399
GARAGE	568			568
LOT AREA				8545.3
ALLOWABLE FOOTPRINT				2615.7
PROPOSED FOOTPRINT				2666
LOD FENCE				

INDEX TO DRAWINGS

#	SHEET #	COVER SHEET	SHEET DESCRIPTION
1	Aa	COVER SHEET	
2	1a1	SURVEY MAP	SURVEY
3	AB.1	AS-BUILT'S BASEMENT LEVEL PLAN	ARCHITECTURAL
4	AB.2	AS-BUILT'S MAIN LEVEL PLAN	
5	AB.3	AS-BUILT'S UPPER LEVEL PLAN	
6	AB.4	AS-BUILT'S ROOF LEVEL PLAN	
7	AB.5	AS-BUILT'S SOUTH ELEVATION	
8	AB.6	AS-BUILT'S NORTH ELEVATION	
9	AB.7	AS-BUILT'S EAST AND WEST ELEVATIONS	
10	AB.8	AS-BUILT'S BUILDING SECTIONS	
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12	AB.2	LANDSCAPE PLAN	
13	A1.1	BASEMENT LEVEL PLAN	
14	A1.2	MAIN LEVEL PLAN	
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19	A2.3	NORTH ELEVATION	
20	A3.1	BUILDING SECTIONS	
21	A3.2	BUILDING SECTIONS	
22	A3.3	BUILDING SECTIONS	
23	A6.1	DOOR, WINDOW, ROOM SCHEDULES	

ABBREVIATIONS

ACC.	ACCENT	ACR.	AIR CONDITIONING	F.D.	FLOOR DRAIN	FR.	FRAMING
ADD.	ADDITIONAL	ADJ.	ADJUSTABLE	FIN.	FINISH	REG.	REGULAR
ALLO.	ALLOWANCE	FL.	FLOOR	FR.	FIRE RATED	R.S.	ROUGH SAWN
ALUM.	ALUMINUM	FTG.	FOOTING	FR.	FRAMING	REF.	REINFORCING
APPROX.	APPROXIMATE	G.	GAS	FR.	FRAMING	REF.	REINFORCING
B.D.	BOARD	GA.	GALVANIZED IRON	FR.	FRAMING	R.F.	ROUGH FINISH
B.L.	BUILT-UP	GAU.	GALVANIZED	FR.	FRAMING	R.O.	ROUGH OPENING
B.W.	BUSHWAYS	GRD.	GRADE	FR.	FRAMING	S & R	SIBL AND ROD
B.L.D.	BUILDING	G.W.B.	GYPSON WALL BOARD	FR.	FRAMING	S.C.	SOLID CORE
B.L.K.	BRICK	G.L.B.	G.L.LAM BEAM	FR.	FRAMING	SCH.	SCHEDULE
BRK.	BRICK	H.B.	HOLE BOMB	FR.	FRAMING	SIT.	SITING
CL.	CAST IRON	H.D.	HOLE DRILL	FR.	FRAMING	SM.	SMALL
CL.	CAST IRON	H.M.	HOLLOW METAL	FR.	FRAMING	SPC.	SPECIFICATION
CALL.	CONCRETE MASONRY UNIT	H.S.	HOLLOW	FR.	FRAMING	STD.	STANDARD
C.C.	CONCRETE	INT.	INTERIOR	FR.	FRAMING	STL.	STEEL
C.C.	CONCRETE	INT.	INTERIOR	FR.	FRAMING	STR.	STRUCTURAL
COMP.	COMPOSITE	IRR.	IRRIGATION	FR.	FRAMING	SYS.	SYSTEM
CONC.	CONCRETE	INS.	INSULATION	FR.	FRAMING	T & B	TOP AND BOTTOM
CONTR.	CONTRACTOR	J.	JAMB	FR.	FRAMING	T & G	TONGUE AND GROOVE
CONT.	CONTINUOUS	J.	JOINT	FR.	FRAMING	T.O.	TOP OF
D.F.	DRAINING POINT/INDOOR/FIR	J.R.	JUNCTION RESISTANT	FR.	FRAMING	T.O.F.	TOP OF FOOTING
DIA.	DIAMETER	MANF.	MANUFACTURER	FR.	FRAMING	T.O.W.	TOP OF WALL
D.M.	DIMENSION	MAX.	MAXIMUM	FR.	FRAMING	TYP.	TYPICAL
DN.	DOWN	MCH.	MECHANICAL	FR.	FRAMING	T.S.	TOP OF COLUMN
DR.	DRILLING	MEN.	MENORUM	FR.	FRAMING	UNO.	UNLESS NOTED OTHERWISE
D.T.	DETAIL	N.	NEW	FR.	FRAMING	VERT.	VERTICAL
E.A.	EACH	N.C.	NOT IN CONTRACT	FR.	FRAMING	V.F.R.	VENT THROUGH ROOF
E.F.	EXHAUST FAN	N.S.	NOT TO SCALE	FR.	FRAMING	W.	WATER
E.F.S.	EXT. INSUL. FINISH SYSTEM	N.	NUMBER	FR.	FRAMING	W.D.	WOOD
E.	EXPANSION JOINT	N.	NUMBER	FR.	FRAMING	W.	WATER
E.E.C.	ELECTRICAL/ELECTRICAL	O.D.	OUTSIDE DIAMETER	FR.	FRAMING	W.P.	WATERPROOF
ELEV.	ELEVATION	O.F.D.	OVERFLOW DRAIN	FR.	FRAMING	W.R.	WATER RESISTANT
E.N.	EXPANSION	O.P.	OPENING	FR.	FRAMING	W.T.	WATER TREATMENT
E.T.	EXPANSION TANK	P.F.W.D.	PLYWOOD	FR.	FRAMING	W.S.	WATER STOPPING
EXT. (F)	EXISTING (F)	P.F.	PAINT	FR.	FRAMING	W.W.F.	WELDED WIRE FABRIC
EXT.	EXTERIOR	PNTD.	PAINTED	FR.	FRAMING	W.W.M.	WOVEN WIRE MESH

GENERAL NOTES

- THIS DESIGN IS AN ORIGINAL UNPUBLISHED WORK AND MAY NOT BE DUPLICATED, PUBLISHED AND/OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT/ENGINEER.
- THESE SHEETS - LISTED BY DRAWING INDEX, ALL ACCOMPANYING SPECIFICATIONS FOR MATERIALS, WORKMANSHIP QUALITY, AND NOTES HAVE BEEN PREPARED SOLELY FOR THE CONSTRUCTION AND FINISH OF PROJECT IMPROVEMENTS, COMPLETE AND READY FOR OCCUPANCY AND USE.
- ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH PERTINENT JURISDICTIONAL CODES, RESTRICTIONS, COVENANTS, AND/OR ORDINANCES. ANY CONFLICT BETWEEN DESIGN AND REQUIREMENT SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.
- ANY AND ALL PROPOSED CHANGE, MODIFICATIONS AND/OR SUBSTITUTION SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.
- IN THE EVENT OF CONFLICT BETWEEN THE DESIGN DOCUMENTS AND/OR JURISDICTIONAL REQUIREMENTS, THE MORE RESTRICTIVE FROM THE STANDPOINT OF SAFETY AND PHYSICAL SECURITY SHALL APPLY.
- ANY INSTALLATION, FINISH, OR COMPONENT INTENDED TO PROVIDE ENCLOSURE, WEATHER ABILITY OR APPEARANCE QUALITY SHALL BE PRODUCED AS A REPRESENTATIVE SAMPLE PRIOR TO PROCEEDING WITH COMPLETION. WORK PERFORMED WITHOUT WRITTEN APPROVAL OF SUCH SAMPLE BY THE ARCHITECT/ENGINEER SHALL BE DONE AT THE RISK OF THE CONTRACTOR. A MINIMUM OF TWO (2) WORKING DAYS NOTICE SHALL BE GIVEN.
- ALL WORK SHALL BE INSPECTED BY GOVERNING AGENCIES IN ACCORDANCE WITH THEIR REQUIREMENTS. JURISDICTIONAL APPROVAL SHALL BE SECURED BEFORE PROCEEDING WITH WORK.
- BUILDING DESIGN IS GENERALLY PREDICATED UPON PROVISIONS OF THE 2009 IBC AND AMENDMENTS AS MAY HAVE BEEN LOCALLY ENACTED. ALL REQUIREMENTS OF THE JURISDICTIONAL FIRE SAFETY/PREVENTION DISTRICT SHALL BE ACCOMMODATED BY THIS DESIGN AND ANY CONSEQUENT CONSTRUCTION.



HDDR APPLICATION SET
 RENOVATION/ADDITION
 331 MCHENRY AVENUE
 PARK CITY, UTAH 84060

COVER SHEET

REVISIONS
 JUN 06, 2013

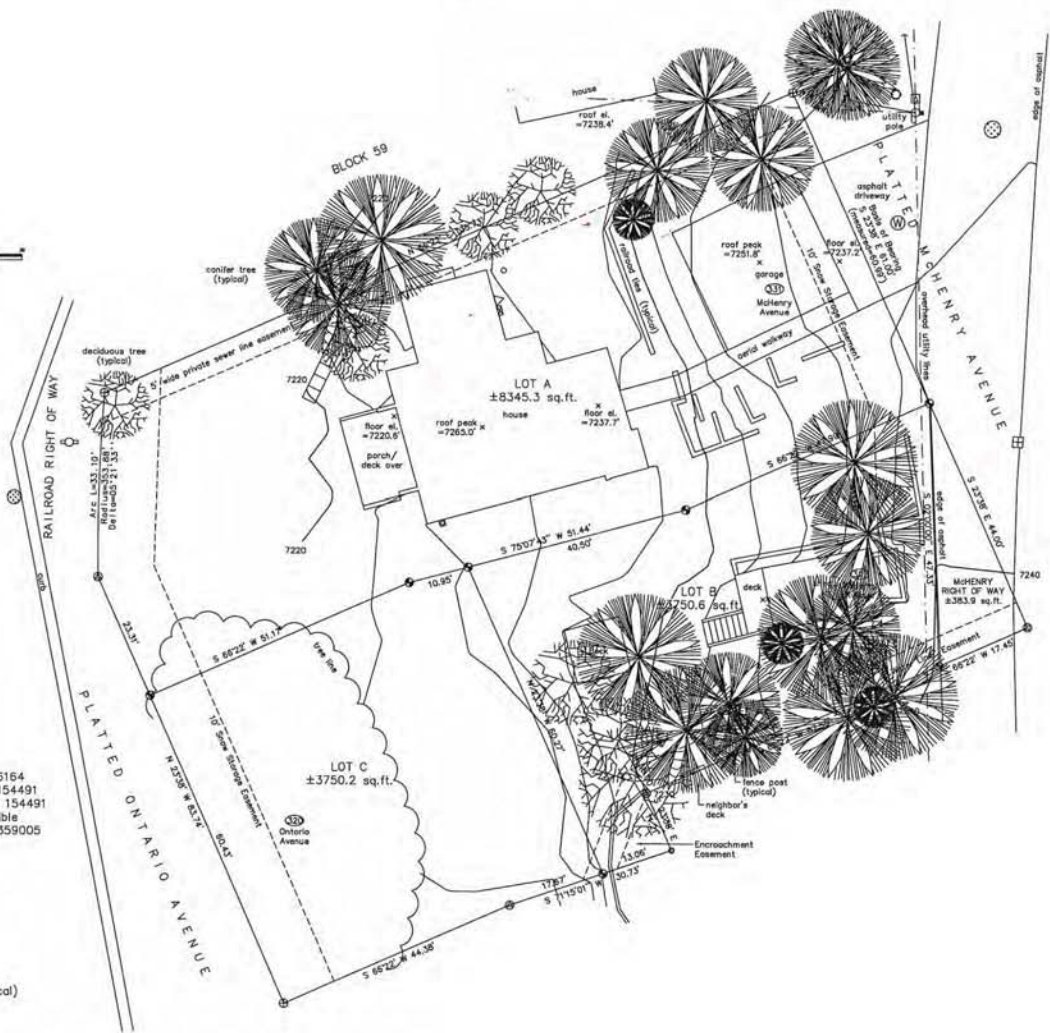
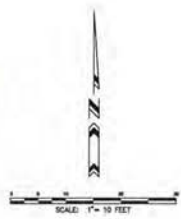
DATE
 APRIL 09, 2013

PROJECT NUMBER
 1204-01

SHEET NUMBER
 Aa

331 McHenry Avenue Subdivision

A replat of a portion of Block 59, Park City Survey



- Legend**
- ⊕ Found rebar & cap-LS 6164
 - ⊕ Found rebar & cap-LS 154491
 - ⊕ Found nail & washer-LS 154491
 - ⊕ Found rebar & cap-illegible
 - ⊕ Found rebar & cap-LS 359005
 - ⊕ Communications box
 - ⊕ Sewer cleanout
 - Telephone pedestal
 - ☐ Telephone box
 - ☐ Electric box
 - ⊕ Electric meter
 - ⊕ Gas meter
 - ☐ Storm drain grate
 - ⊕ Fire hydrant
 - ⊕ Water manhole
 - ⊕ Sewer manhole
 - ⊕ Street Address (typical)

NARRATIVE

1. Survey requested by: Jerry Fiat.
2. Purpose of survey: locate the improvements and the topographic relief.
3. Basis of survey: found property monuments as shown.
4. Date of survey: April 24, 2012.
5. Properly monuments found as shown.
6. Located in the Southeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
7. See the official plat of 331 McHenry Avenue for other possible easements, restrictions or setbacks.
8. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
9. The elevation values are based on an elevation of 7161.75 feet at the Street Monument found at the intersection of 4th Street & Ontario Avenue, from the Park City Monument Control Map, Entry #197765.

LEGAL DESCRIPTION

All of 331 McHenry Avenue Subdivision, according to the official plat thereof, on file and of records in the office of the Summit County Recorder, containing 16,230.0 square feet, more or less.

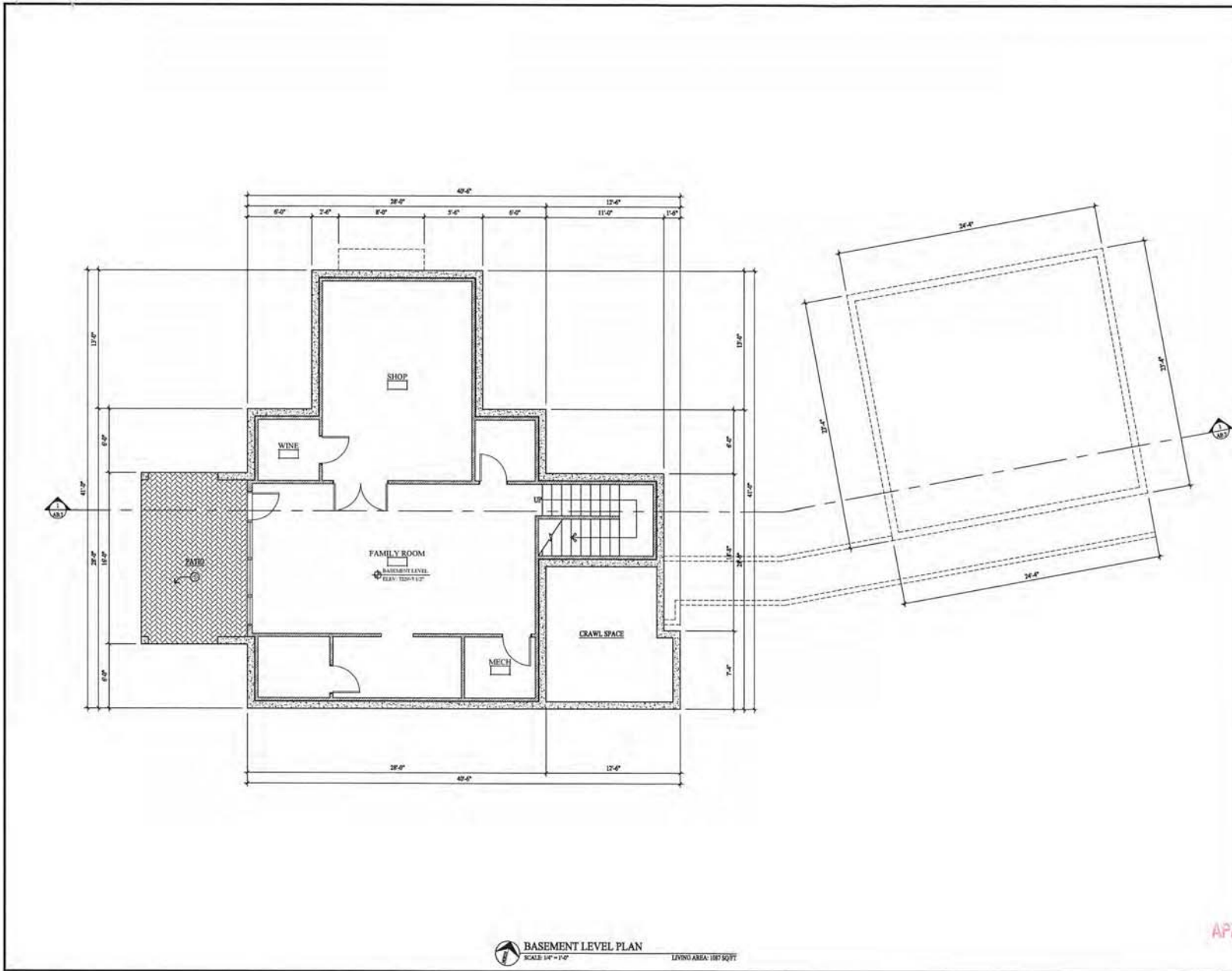
SURVEYOR'S CERTIFICATE

I, J.D. Galley, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the herein described property and that this plat is a true representation of said survey.

Date _____ J.D. Galley RLS#359005



APR 09 2013



GENERAL NOTES

ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

- EXISTING 1/2\"/>
- NEW 1/2\"/>
- NEW 1\"/>

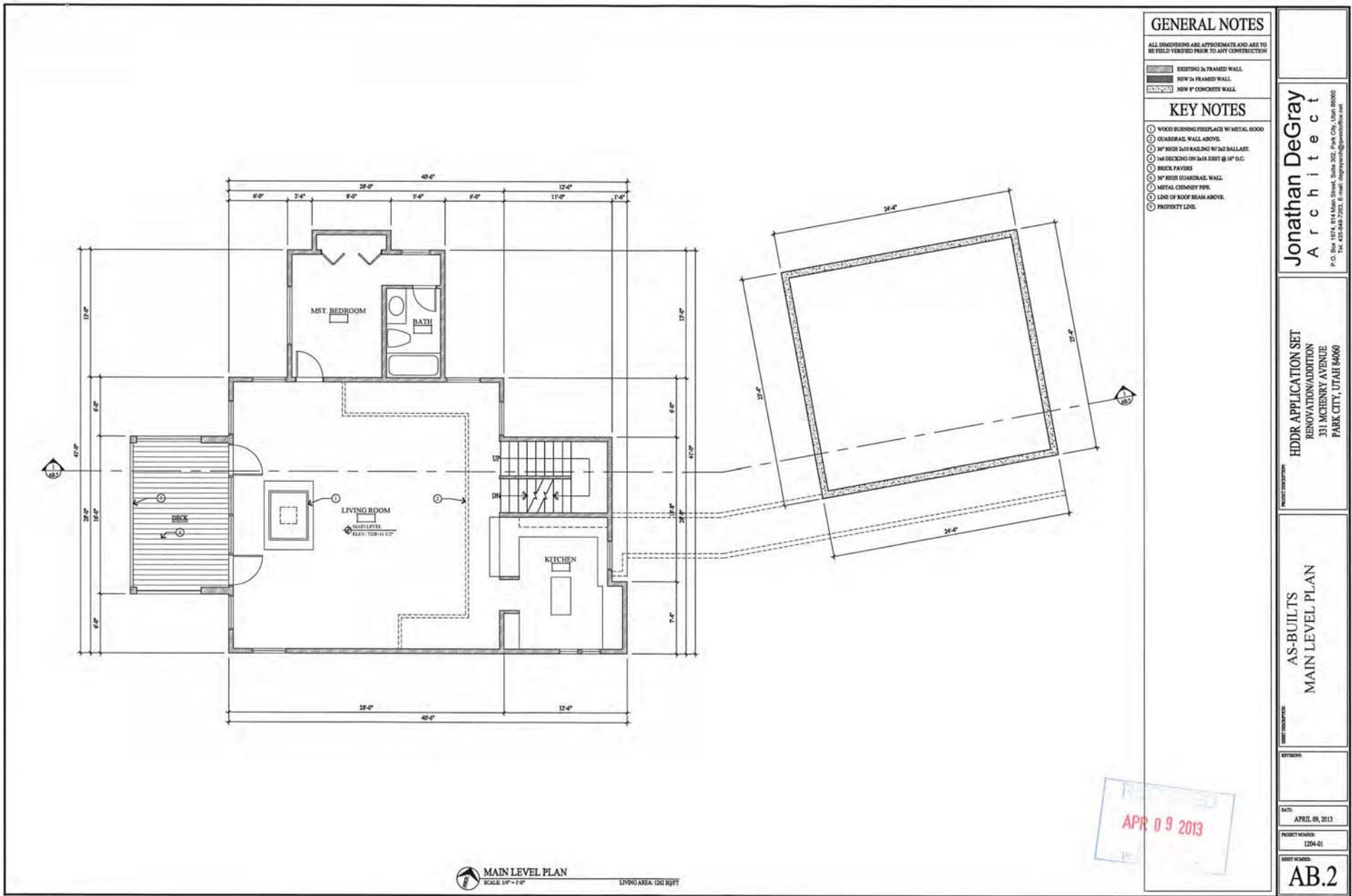
KEY NOTES

- WOOD BURNING FIREPLACE W/ METAL HOOD
- GUARDRAIL WALL ABOVE.
- 3\"/>
- 1/2\"/>
- BRICK FAYERS
- 1\"/>
- METAL CHIMNEY PIPE.
- LINE OF ROOF BEAM ABOVE.
- PROPERTY LINE.

BASEMENT LEVEL PLAN
 SCALE: 1/4" = 1'-0"
 LIVING AREA: 180 SQFT

APR 11 2013

<p>Jonathan DeGray Architect</p> <p><small>P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060 Tel. 435-648-7203, E-mail: jon@jonathandegray.com</small></p>
<p>HDDR APPLICATION SET RENOVATION/ADDITION 331 MCHENRY AVENUE PARK CITY, UTAH 84060</p>
<p>AS-BUILTS BASEMENT LEVEL PLAN</p>
<p>DATE: APRIL 09, 2013 PROJECT NUMBER: 1304-01 SHEET NUMBER: AB.1</p>

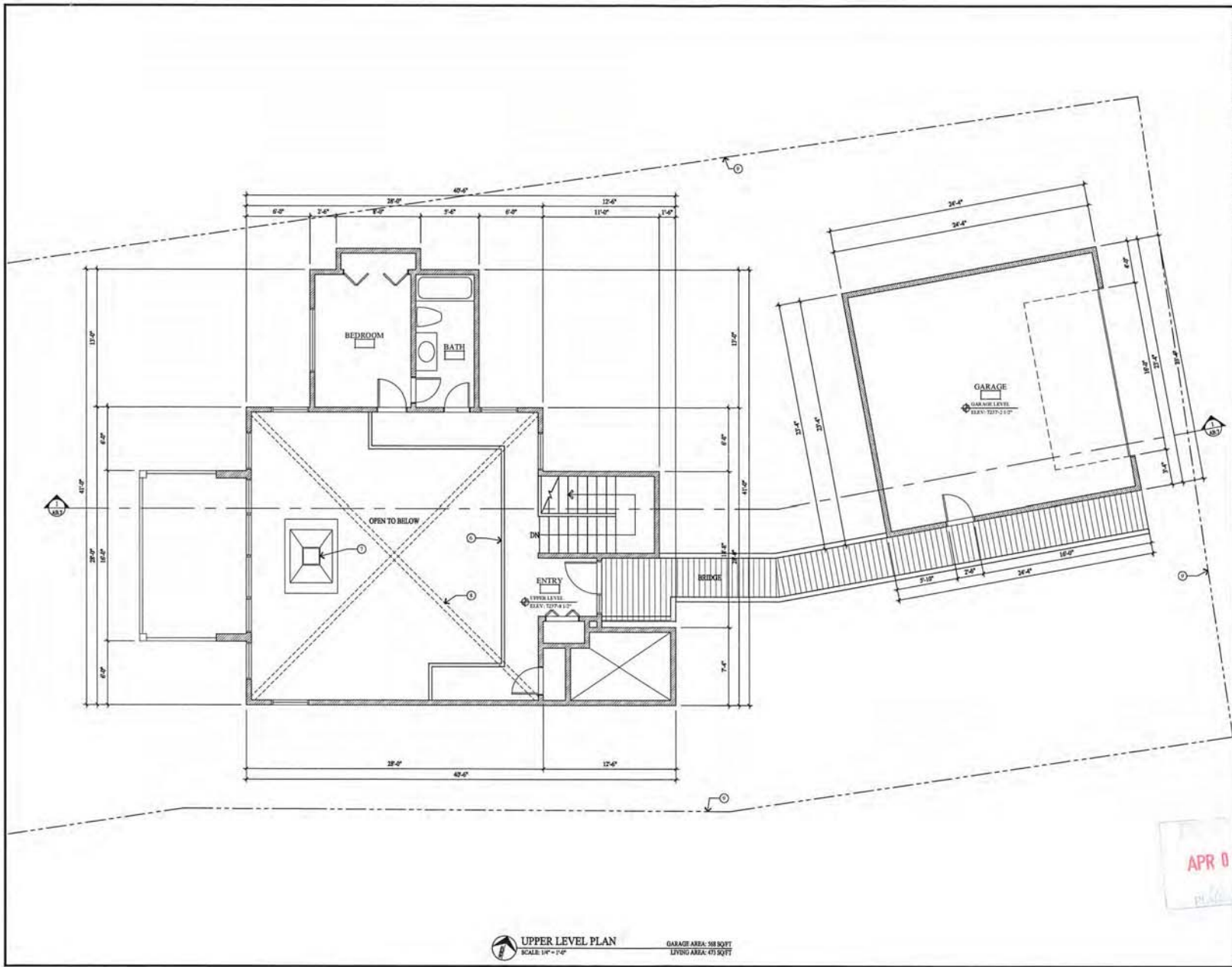


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HDDR APPLICATION SET
 RENOVATION/ADDITION
 331 MCHEERY AVENUE
 PARK CITY, UTAH 84060

AS-BUILT'S MAIN LEVEL PLAN

DATE: APRIL 09, 2013
PROJECT NUMBER: 1204-01
SHEET NUMBER: AB.2



GENERAL NOTES

ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

- EXISTING IN FRAMED WALL
- NEW IN FRAMED WALL
- NEW 8" CONCRETE WALL

KEY NOTES

- ① WOOD BURNING FIREPLACE W/ METAL HOOD
- ② GUARDRAIL WALL ABOVE
- ③ 3" BRICK 5/8" BALL JOINT W/ 2x4 BALLAST
- ④ 1/2" DRCKING ON 2x10 FLOOR @ 16" O.C.
- ⑤ BRICK FAYERS
- ⑥ 3" BRICK GUARDRAIL WALL
- ⑦ METAL CHIMNEY PIPE
- ⑧ LINE OF ROOF BEAM ABOVE
- ⑨ PROPERTY LINE

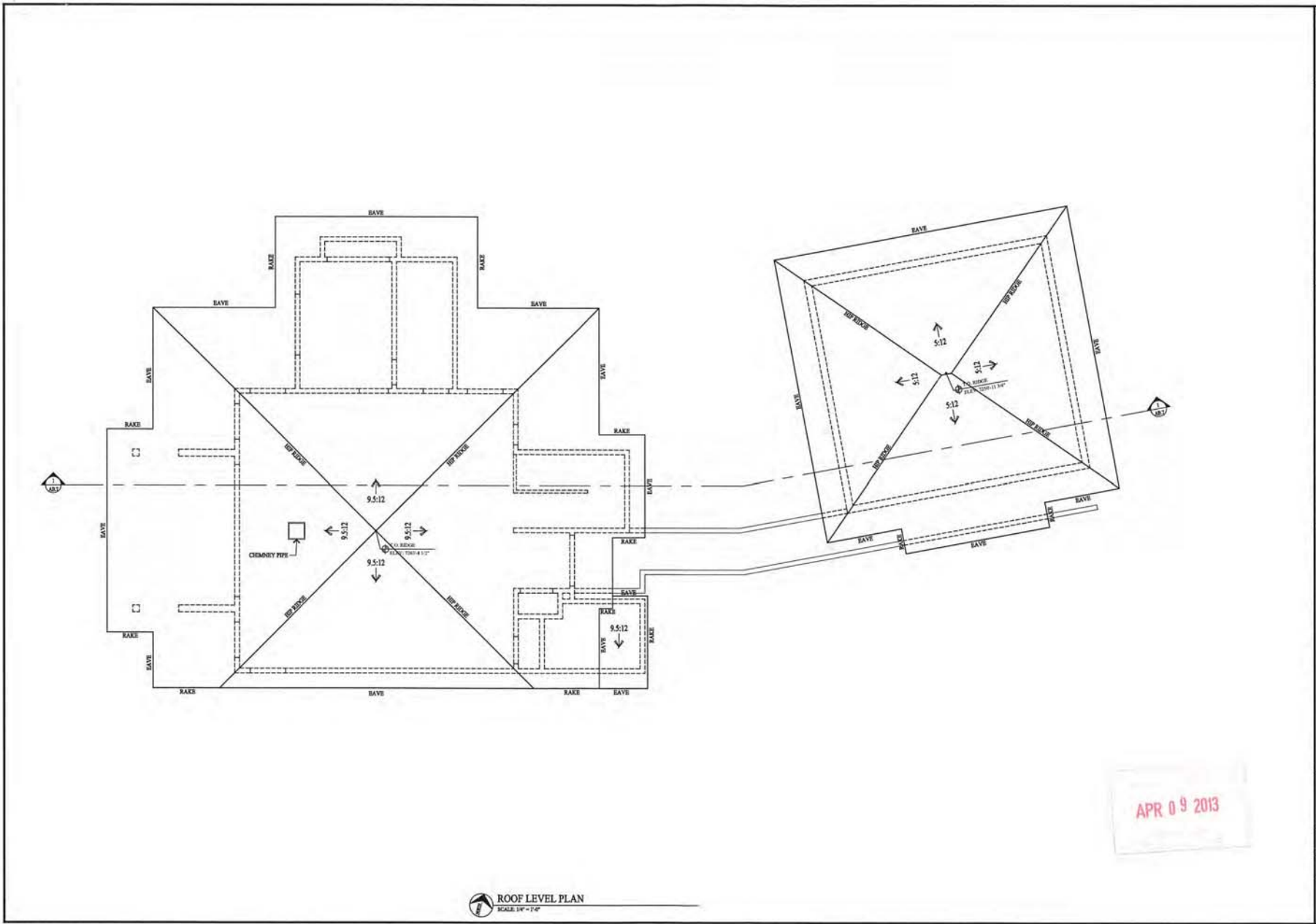
UPPER LEVEL PLAN
SCALE: 1/4" = 1'-0"
GARAGE AREA: 58 SQFT
LIVING AREA: 41 SQFT

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HDDR APPLICATION SET
RENOVATION/ADDITION
311 MCHENRY AVENUE
PARK CITY, UTAH 84060

AS-BUILTS
UPPER LEVEL PLAN

DATE: APRIL 09, 2013
PROJECT NUMBER: 1204-01
SHEET NUMBER: **AB.3**



ROOF LEVEL PLAN
SCALE: 1/4" = 1'-0"

Jonathan DeGray Architect <small>P.O. Box 1874, 614 Main Street, Suite 302, Park City, Utah 84060 Tel. 435-648-7205, E-mail: jonathand@jonathand.com</small>	
HDR APPLICATION SET RENOVATION/ADDITION 331 MCHENRY AVENUE PARK CITY, UTAH 84060	
AS-BUILTS ROOF LEVEL PLAN	
DATE: APRIL 09, 2013	SHEET NUMBER: AB.4
PROJECT NUMBER: 1204-01	REVISIONS:

KEY NOTES

- ① 1/4" VERT. CEDAR SIDING.
- ② 1/4" DIAGONAL CEDAR SIDING.
- ③ 1" INSULATED GLASS WINDOW.
- ④ 6/8 TIMBER KNOB BRACE.
- ⑤ AFFIXED SIDING.
- ⑥ BRIDGE.
- ⑦ 1/4" FASCIA.
- ⑧ GARAGE DOOR.
- ⑨ 3/4" BRIDGE 2x10 RAILING W/ 2x2 BALLAST.
- ⑩ LINE 27'-0" HEIGHT ABOVE EXISTING GRADE.

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HDRR APPLICATION SET
 RENOVATION/ADDITION
 331 MCHENNY AVENUE
 PARK CITY, UTAH 84060

AS-BUILTS
SOUTH ELEVATION

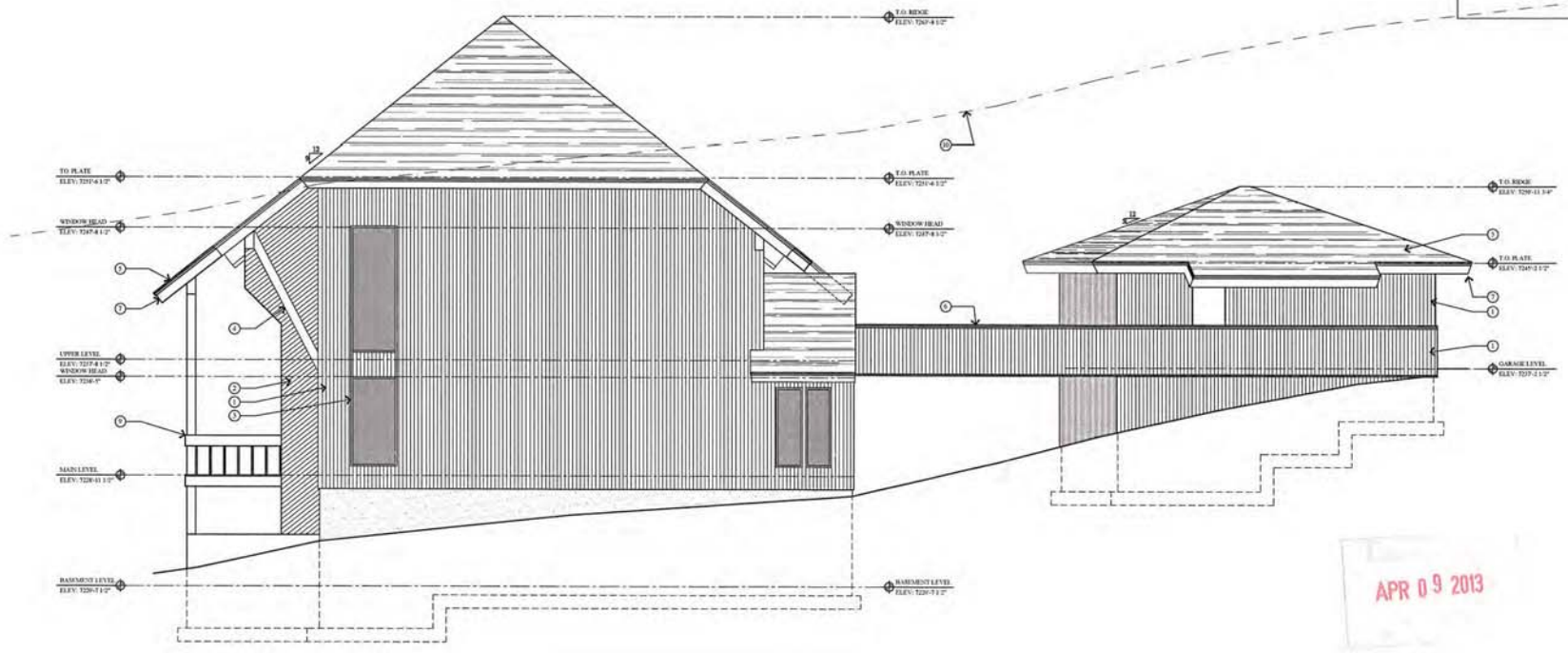
DATE PREPARED

REVISIONS

DATE: APRIL 09, 2013

PROJECT NUMBER: 1204-01

SHEET NUMBER: AB.5



1 SOUTH ELEVATION
 SCALE 1/4" = 1'-0"

APR 09 2013

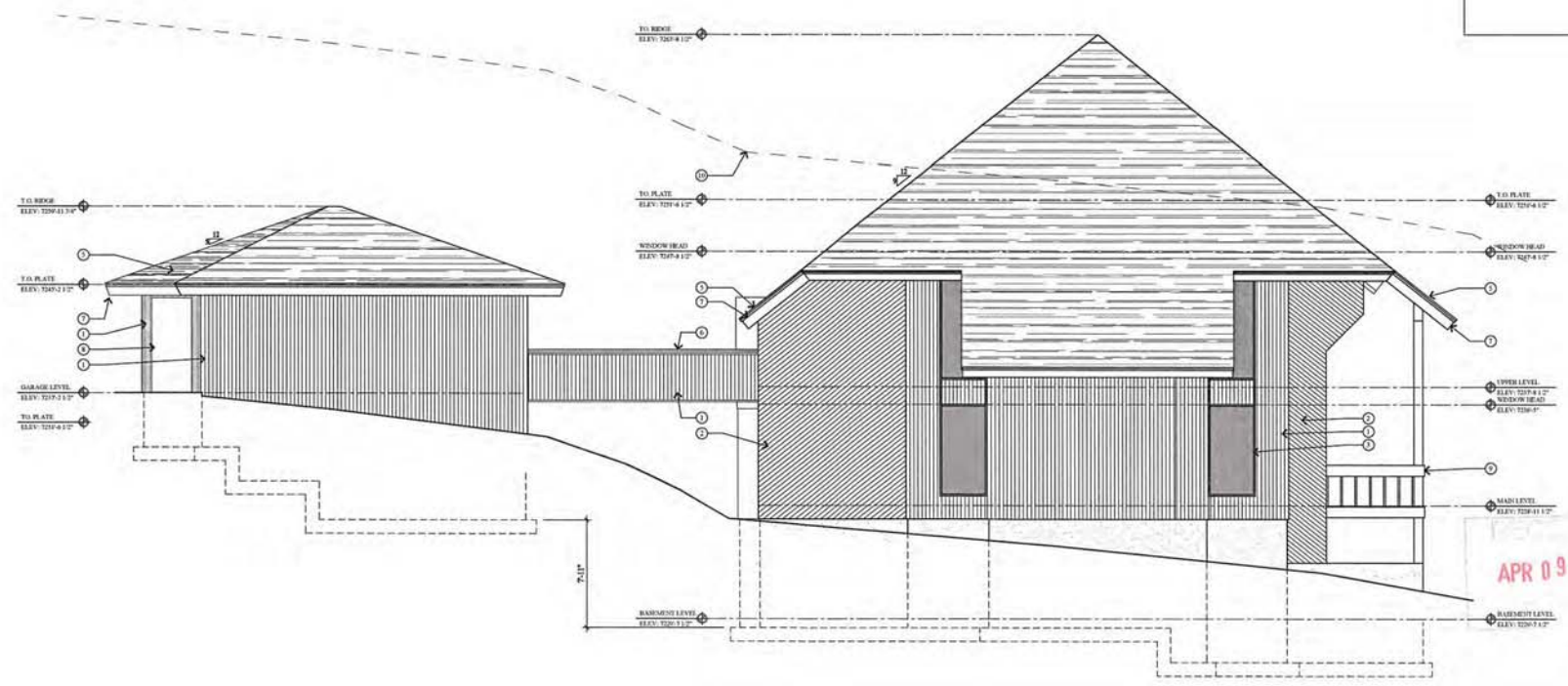
KEY NOTES

- ① 1/4" VERT. CEDAR SIDING.
- ② 1/4" DIAGONAL CEDAR SIDING.
- ③ 1" INSULATED GLASS WINDOW.
- ④ 6/8" TONGUE AND GROOVE BRACE.
- ⑤ ASPHALT SHINGLES.
- ⑥ BRICKS.
- ⑦ 1/2" FANCI.
- ⑧ GARAGE DOOR.
- ⑨ 3" BRICK SILL RAILING W/2" BALLAST.
- ⑩ LINE 27'-0" HEIGHT ABOVE EXISTING GRADE.

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HDDR APPLICATION SET
 RENOVATION/ADDITION
 331 MCHENRY AVENUE
 PARK CITY, UTAH 84060

AS-BUILTS
NORTH ELEVATION



1 NORTH ELEVATION
 ABA SCALE 1/8" = 1'-0"

DATE: APRIL 09, 2013
 PROJECT NUMBER: 1204-01
 SHEET NUMBER: AB.6

KEY NOTES

- ① 1/4" VERT. CEDAR SIDING.
- ② 1/4" DIAGONAL CEDAR SIDING.
- ③ 1" INSULATED GLASS WINDOW.
- ④ AIR THRESH KNEE BRACE.
- ⑤ ASPHALT SHINGLES.
- ⑥ BRIDGE.
- ⑦ 1/4" FANCLA.
- ⑧ GARAGE DOOR.
- ⑨ 3/4" 100LB 2x10 RAILING W/ 2x2 BALLAST.
- ⑩ LINE 1/2" ABOVE EXISTING GRADE.

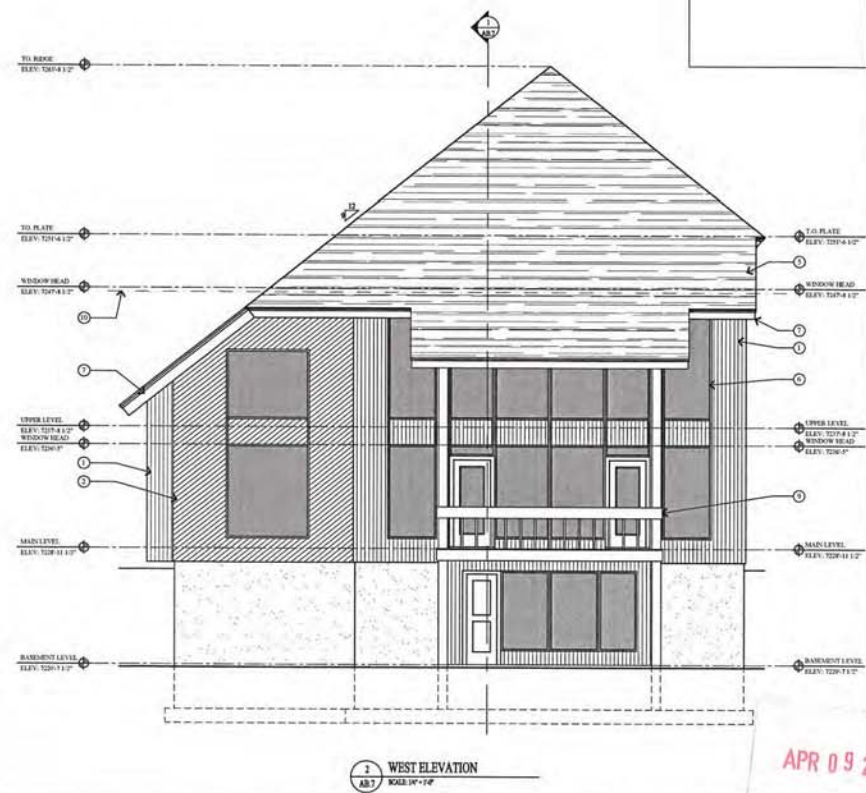
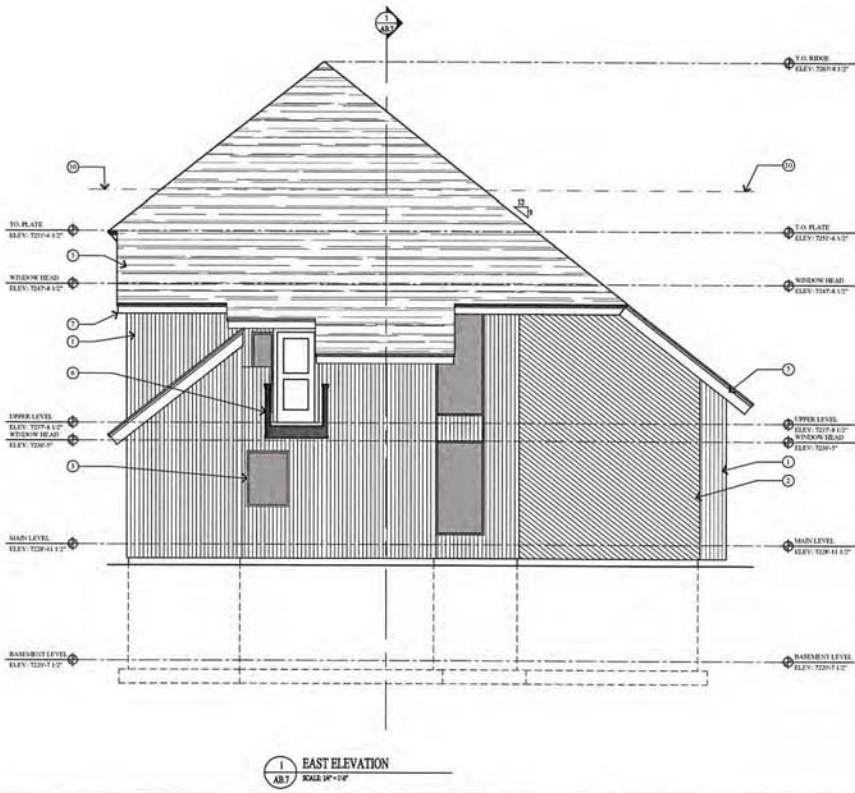
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HDDR APPLICATION SET
RENOVATION/ADDITION
331 MCHENRY AVENUE
PARK CITY, UTAH 84060

AS-BUILTS
EAST AND WEST ELEVATIONS

DATE: APRIL 09, 2013
PROJECT NUMBER: 1204-01
SHEET NUMBER: AB.7

APR 09 2013

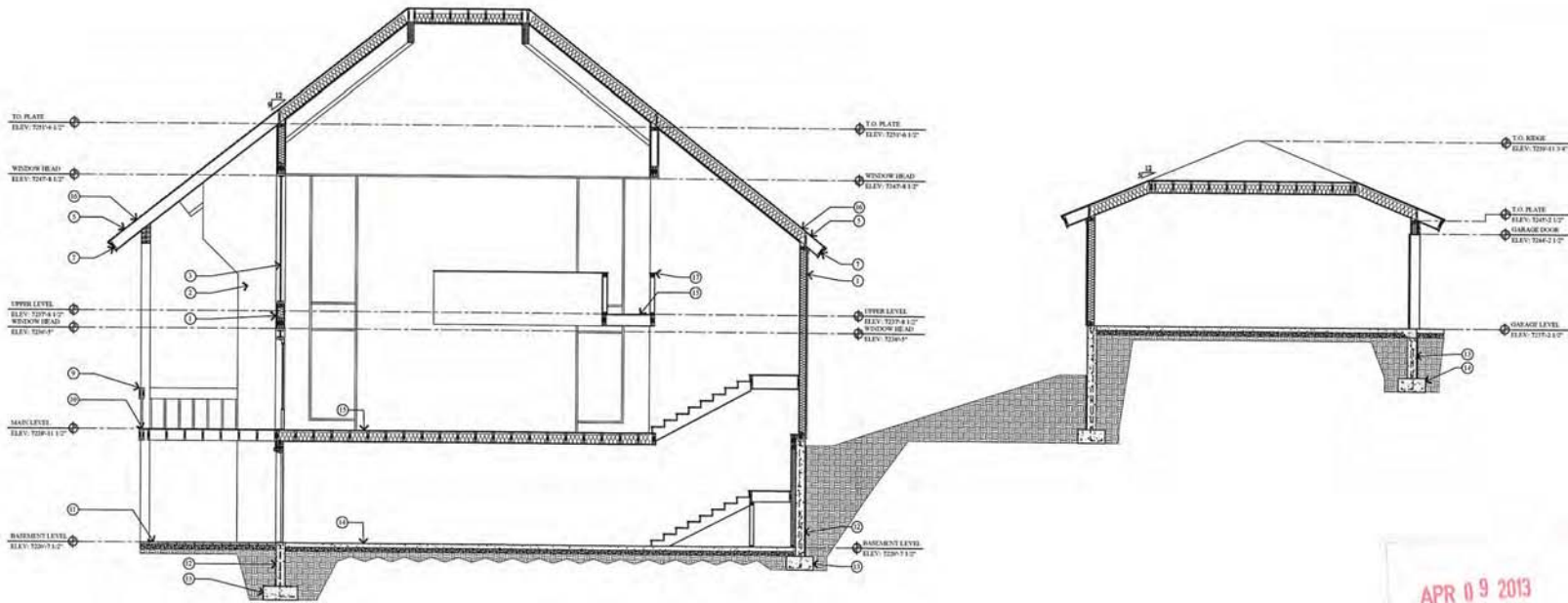


KEY NOTES	
1	3/4" VERT. CEDAR SIDING
2	1/4" DIAGONAL CEDAR SIDING
3	1" INSULATED-GLASS WINDOW
4	6/8" TIMBER KNEE BRACE
5	ASPHALT SHINGLES
6	BRICKS
7	1/4" FANCLIA
8	GARAGE DOOR
9	3/4" BRICK SILL RAILING W/ 2x2 BALLAST
10	1/4" BRICKING ON 2x4 JOIST @ 16" O.C.
11	BRICK PAVERS
12	1" CONCRETE FOUNDATION
13	1" CONCRETE FOOTING
14	4" CONCRETE SLAB
15	2x4 PLYWOOD ON 2x12 FLOOR JOIST @ 16" O.C.
16	2x4 PLYWOOD ON 2x12 ROOF JOIST @ 16" O.C.
17	3/4" BRICK CHAIRMADE WALL

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HDR APPLICATION SET
RENOVATION/ADDITION
331 MCHENRY AVENUE
PARK CITY, UTAH 84060

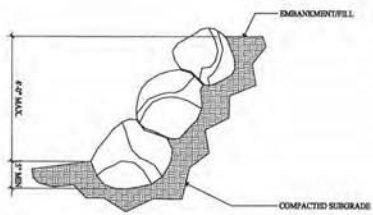
AS-BUILTS
BUILDING SECTIONS



APR 09 2013

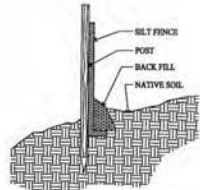
1 BUILDING SECTION
SCALE: 1/4" = 1'-0"

DATE: APRIL 09, 2013
PROJECT NUMBER: 1204-01
SHEET NUMBER: AB.8



- NOTES:**
1. NOMINAL ROCK SIZE SHALL BE AT LEAST ONE THIRD THE HEIGHT OF THE EMBANKMENT (FIRST TWO COURSES).
 2. IN SANDY OR SILTY SOILS A FILTER FABRIC SHALL BE PLACED BEHIND THE ROCK FACED SLOPE.
 3. SLOPE MAY BE INCREASED TO 1:00 TO 1 (V) IF HEIGHT OF EMBANKMENT IS LESS THAN 4 FEET.
 4. ROCK MUST BE ANGULAR AND FITTED TOGETHER TO INTERLOCK WITH ADJACENT ROCKS.
 5. A MINIMUM SETBACK OF FOUR FEET FROM BUILDINGS OR STRUCTURES SHALL BE MAINTAINED ABOVE OR BELOW THE ROCK FACED SLOPE.

2 BOULDER RETAINING WALL
AS1 308242



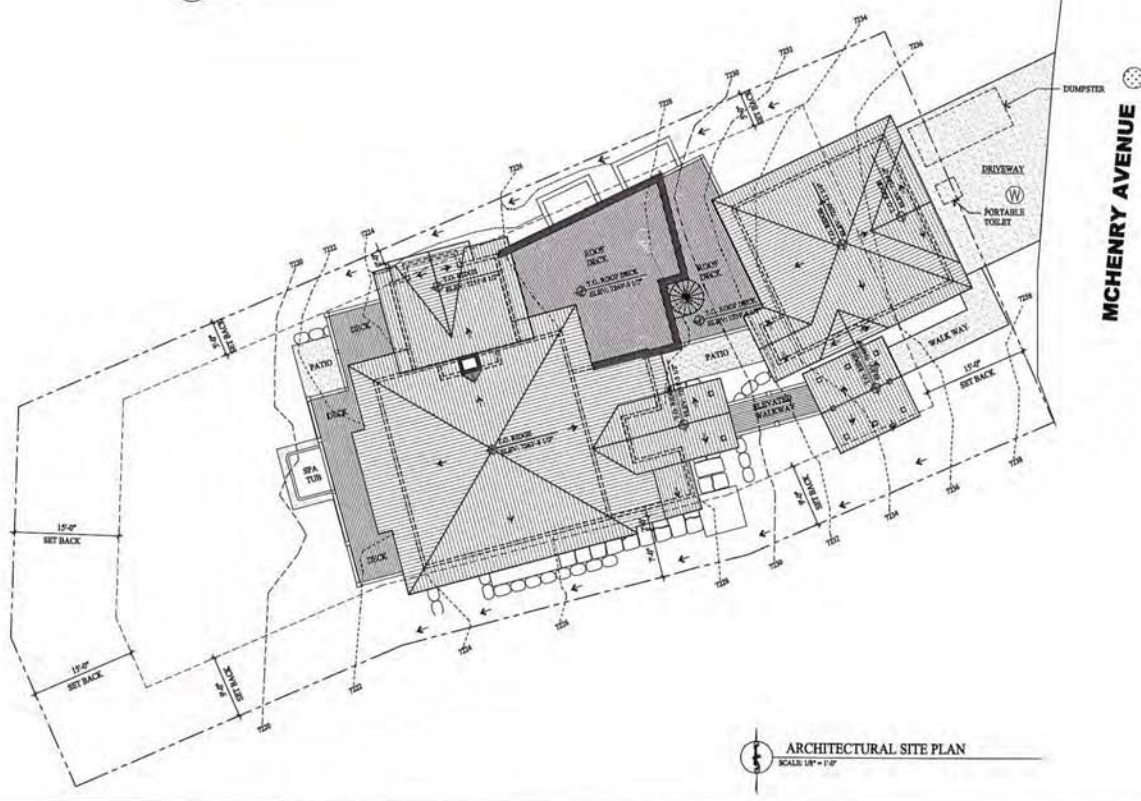
1. SANDBAGS WILL BE PLACED AT DISCHARGE LOCATIONS TO CONTAIN AND DIVERT STORM WATER THROUGH STRAW BALES.
2. AN EARTHEN BERM 6" HIGH WILL BE CONSTRUCTED TO CONTAIN THE STORM WATER AND DIVERT IT TO DISCHARGE AREAS.
3. STORM WATER WILL BE DISCHARGED INTO AN EXISTING DRAINAGE SYSTEM. EXISTING LINES SHALL BE INSPECTED PRIOR TO CERTIFICATE OF OCCUPANCY AND CLEANED IF NECESSARY.
4. THE STORM WATER PREVENTION PLAN SHALL CONFORM TO ALL STATE DIVISION OF ENVIRONMENTAL PROTECTION REGULATIONS.

1 SILT FENCE SECTION
AS1 308242

LEGEND

○	SEWER CLEAN OUT
⊗	FIRE HYDRANT
⊕	FONDU REBAR W/ CAP
⊙	SANITARY SEWER MANHOLE
⊖	ELECTRIC
⊚	UTILITY LATERAL
○	LAMP POST
→	SURFACE DRAINAGE FLOW

- SITE PLAN NOTES:**
1. ALL SURFACE WATER SHALL DRAIN AWAY FROM THE HOUSE AT ALL POINTS. DIRECT THE DRAINAGE WATER TO THE STREET OR AN APPROVED DRAINAGE COURSE BUT NOT ONTO THE NEIGHBORING PROPERTIES. THE GRADE SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10 FEET. -SIC 8401.3
- STABILIZATION CONSTRUCTION ENTRANCE:**
- FOR A MINIMUM OF 5' FROM ROADWAY, A FILTER FABRIC SHALL BE INSTALLED OVER A COMPACTED SUBGRADE. A 6" LAYER OF 1/2" AGGREGATE SHALL BE PLACED OVER THIS MEMBRANE. DAILY INSPECTION FOR SEDIMENT BUILD UP AND/OR LOSS OF GRAVEL WILL BE ENFORCED, AND REMEDIATED AT ONCE.
- GRADING NOTES:**
1. DRAINAGE TO COMPLY WITH IBC CHAPTER 4
 2. MAXIMUM ALTERED SLOPES AT 2:1
 3. MINIMUM SLOPE FOR DRAINAGE = 2%
 4. DRAIN AWAY FROM BUILDING
 5. CONTAIN DRAINAGE ON PROPERTY
 6. BOLLARD RETAINING WALLS NOT TO EXCEED 4'-6" EXPOSED HEIGHT
- UTILITY NOTES:**
1. ALL UTILITY LINES TO BE UNDERGROUND
 2. ABOVE GRADE UTILITY BOX TO BE IN SCREENED LOCATION.
- SNOW REMOVAL:**
- SNOW PLOWED FROM DRIVE SHALL NOT BE PUSHED ONTO THE STREET.



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ARCHITECTURAL SITE PLAN
SCALE: 1/8" = 1'-0"

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HDDR APPLICATION SET
RENOVATION/ADDITION
331 MCHERRY AVENUE
PARK CITY, UTAH 84060

ARCHITECTURAL SITE PLAN

DATE: JUNE 06, 2013

DATE: APRIL 09, 2013

PROJECT NUMBER: 1204-01

SHEET NUMBER: A0.1

PLANT SCHEDULE							
TREES AND SHRUBS							
SYMBOL	KEY #	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	COMMENTS
CONIFERUS TREES							
(S)	1	1	ABIES CONCOLOR	NOBLES FIR	16" H	12' O.C.	
(S)	1	1	PICEA PUMILERA	COLORADO BLUE SPRUCE	16" H	12' O.C.	
(S)	1	1	PRINUS MOGENSES	SWAMP WHITE PINE	7' GAL.	7' O.C.	
DECIDUOUS TREES							
(S)	4	4	ALNUS GLABRUM	ROCKY MOUNTAIN ALDER	7' DIA.	2' O.C.	
(S)	4	4	ALNUS TENUICORNA	TREESIDE ALDER	7' DIA.	2' O.C.	
(S)	2	2	QUERCUS GRANIFLORA	WHITE OAK	7' DIA.	2' O.C.	
(S)	2	2	QUERCUS GAMBRIELI	GAMBRIEL OAK	7' DIA.	2' O.C.	
SMALL PLANTINGS & NATIVE TREES & SHRUBS							
(S)	2	2	ARTEMISIA TRIDENTATA	MOUNTAIN WOOD RUSH	1' GAL.	SPACING AS NOTED ON PLAN	
(S)	2	2	ERIGONIA FLORIDA	RED TOP KNOWLEDGE	1' GAL.	SPACING AS NOTED ON PLAN	
(S)	2	2	ERIGONIA FLORIDA	UTAH KNOWLEDGE	1' GAL.	SPACING AS NOTED ON PLAN	
GROUND COVERS							
(S)	1	1	TRICHOSTEMA CANADENSE	SNOWY MOUNTAIN LIVERWORT	4" POT	12" O.C.	
(S)	1	1	TRICHOSTEMA CANADENSE	MOUNTAIN LIVERWORT	4" POT	12" O.C.	

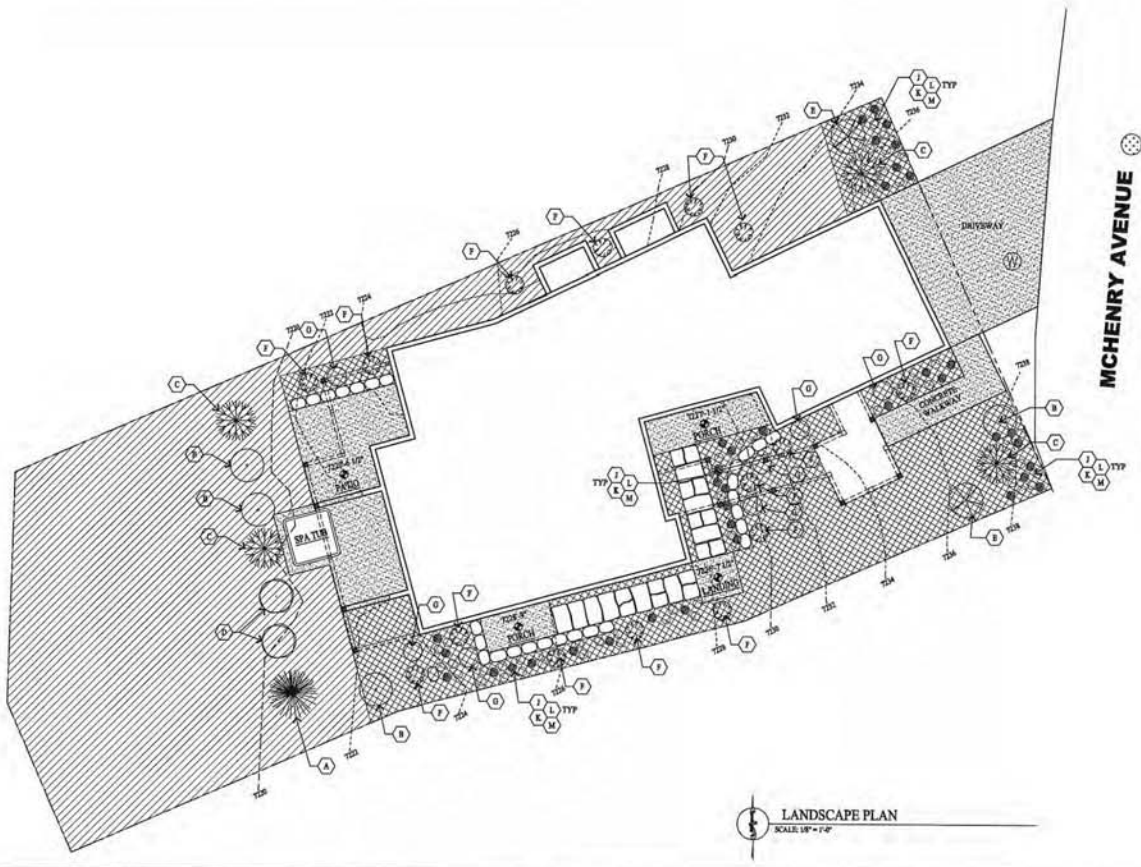
PERENNIAL PLANTING & HYDROSEEDING PALETTE							
SYMBOL	KEY #	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE	SPACING	COMMENTS
(S)	1	1	CAMPANULA ROTUNDFOLIA	ELLERBILLE	1 GAL.	12" O.C.	
(S)	1	1	ASTYRALIA CAERULEA	CELESTINE	1 GAL.	12" O.C.	
(S)	1	1	FRASERIA PLEBEIA	TRAILING FRASER	1 GAL.	12" O.C.	
(S)	1	1	CENTAUREA HELIOPHYLLA	WAGON WHEEL	1 GAL.	12" O.C.	
(S)	1	1	SALICARIA ARBorea	BLANKET FLOWER	1 GAL.	12" O.C.	DISTRIBUTE EQUALLY
(S)	1	1	GALLARUNA GRANDIFLORA	WINDY BLANKET FLOWER	1 GAL.	12" O.C.	
(S)	1	1	GALLARUNA GRANDIFLORA	TRIFOLIUM BLANKET FLOWER	1 GAL.	12" O.C.	DISTRIBUTE EQUALLY
(S)	1	1	LEONUM LEWISII	YELLOW FLAG	1 GAL.	12" O.C.	DISTRIBUTE EQUALLY
(S)	1	1	LEONUM LEWISII	YELLOW FLAG	1 GAL.	12" O.C.	DISTRIBUTE EQUALLY
(S)	1	1	DRACOPIS TOLARANT FENSIS	BOBBY PINCUS	1 GAL.	12" O.C.	
(S)	1	1	NATIVUS GRASS SEED MIX (BYVAL. MIX)		1 GAL.	12" O.C.	SEE SEED MIX BELOW

The seed mix below shall be utilized in areas specified for native grasses. The mixture shall be applied as a surface mix in an application and subsequent average mixture 1/4" to 1/2" deep. If average does not meet 1/4" depth, it shall be applied in a 1/2" to 1" layer in the following percentages:

* NATIVE GRASS SEED MIX
 20% Crested Wheatgrass
 10% Bluegrass
 10% Palmer
 10% Bluegrass
 10% Bluegrass
 10% Bluegrass
 10% Bluegrass

* In addition, add 10 lbs per acre of Limestone Inoculant and Phosphorus Inoculant with native grass seed mixture.

- ### PLANTING NOTES
- CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF EXCAVATION OR PLANTING OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.
 - ALL PLANT MATERIAL SHALL CONFORM TO EXISTING DRAWINGS, DETAILS, AND SPECIFICATIONS STANDARD SPECIFICATIONS.
 - ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DRAWINGS, DETAILS, AND SPECIFICATIONS.
 - CONTRACTOR SHALL VERIFY ALL QUANTITIES. IN CASE OF A DISCREPANCY, THE ILLUSTRATED LOCATIONS SHALL TAKE PRECEDENCE.
 - CONTRACTOR SHALL COORDINATE ALL PLANTING WITH IRRIGATION CONTRACTOR, AS NEEDED.
 - IN THE EVENT OF A DISCREPANCY NOTIFY THE ARCHITECT OR OWNER IMMEDIATELY.
 - NO EXISTING TREES SHALL BE ALLOWED WITHOUT WRITTEN PERMISSION OF THE ARCHITECT OR OWNER.
 - SHRUB BEDS SHALL RECEIVE 2" OF TOPSOIL.
 - ALL SHRUB BEDS SHALL BE 2" OF DECOMPOSED BARK MULCH INSTALLED.
 - SHRUB BEDS EXPOSED SHALL BE PRESERVED TREATED WOOD OR "TRUCK" EXPOSED. IT SHALL SEPARATE ALL SHRUB BEDS/NATIVE GRASS LOCATIONS.
 - ALL PLANTS AND ALL PLANT BEDS SHALL BE SET PLANTS.
 - ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT TIME OF PLANTING AND PROPERLY DISCARDED.
 - NO BARE ROOT STOCK SHALL BE USED.
 - FOR PLANTING BACK FILL SEE MIX, SEE SPECIFICATIONS.



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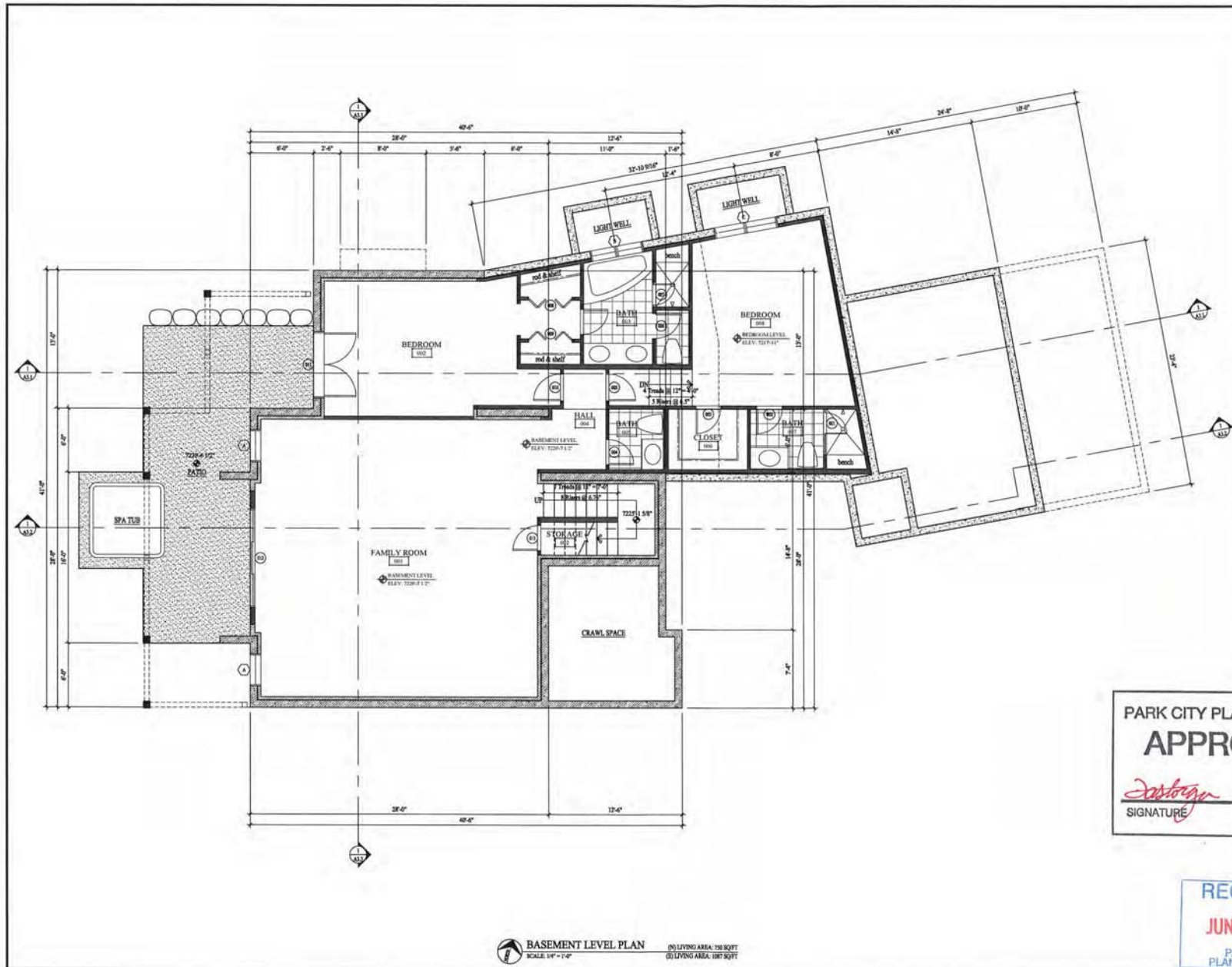
LANDSCAPE PLAN
 SCALE: 1/8" = 1'-0"

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HDDR APPLICATION SET
 RENOVATION/ADDITION
 331 MCHERRY AVENUE
 PARK CITY, UTAH 84300

LANDSCAPE PLAN

DATE: APRIL 09, 2013
 PROJECT NUMBER: 1204-01
 SHEET NUMBER: A0.2



GENERAL NOTES

ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

- EXISTING 2 1/2" FRAMED WALL
- EXISTING 4" CONCRETE WALL
- NEW 2 1/2" FRAMED WALL
- NEW 4" CONCRETE WALL

KEY NOTES

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 RENOVATION/ADDITION
 331 MCHENRY AVENUE
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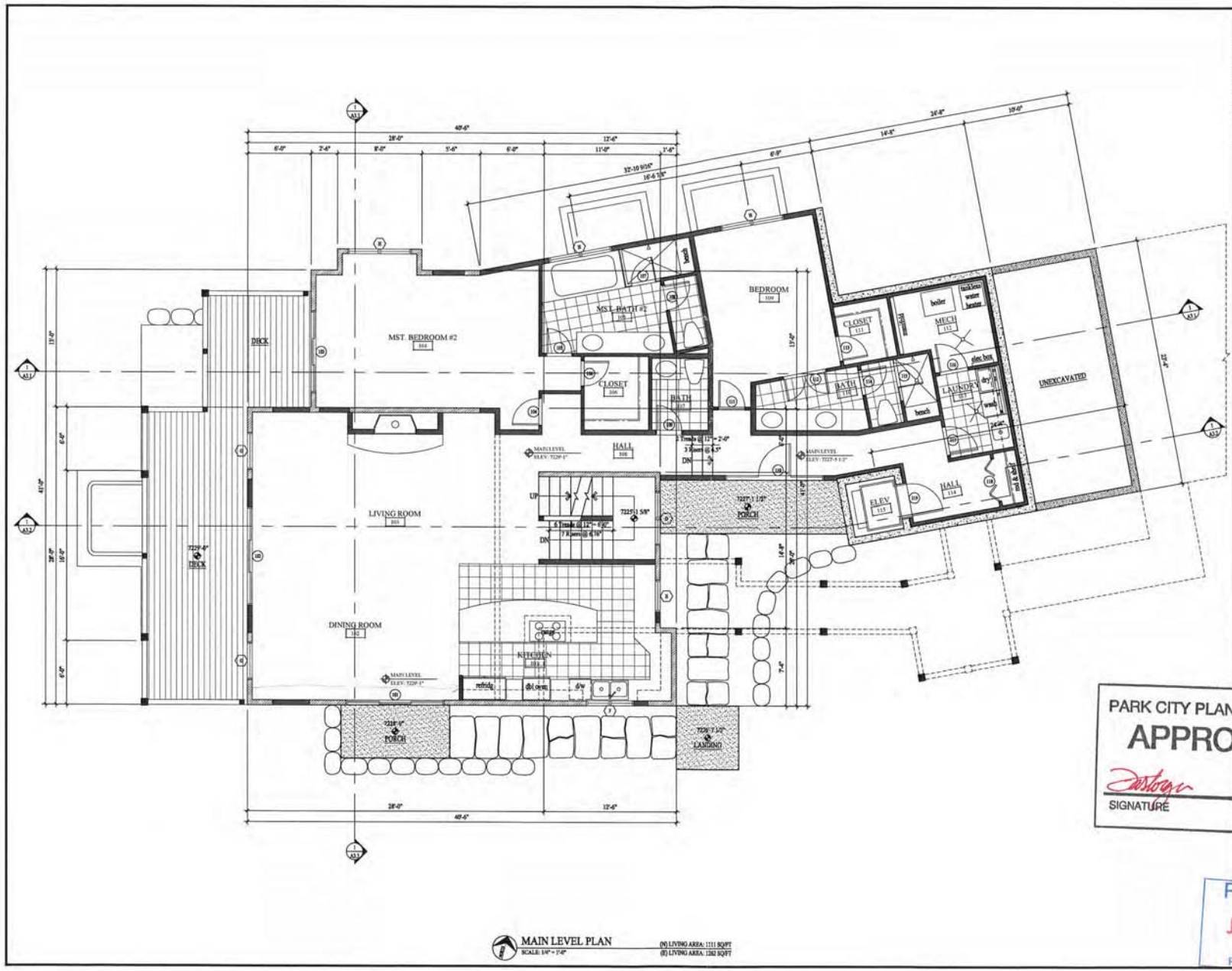
BASEMENT LEVEL PLAN

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BASEMENT LEVEL PLAN
 SCALE: 1/4" = 1'-0"
 (0) LIVING AREA: 190 SQFT
 (1) LIVING AREA: 107 SQFT

REVISION	APRIL 06, 2013
DATE	APRIL 09, 2013
PROJECT NUMBER	1204-01
SHEET NUMBER	A1.1



GENERAL NOTES
 ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

KEY NOTES

- EXISTING IN FRAMED WALL
- ROOFING IN CONCRETE WALL
- NEW IN FRAMED WALL
- NEW IN CONCRETE WALL

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MAIN LEVEL PLAN

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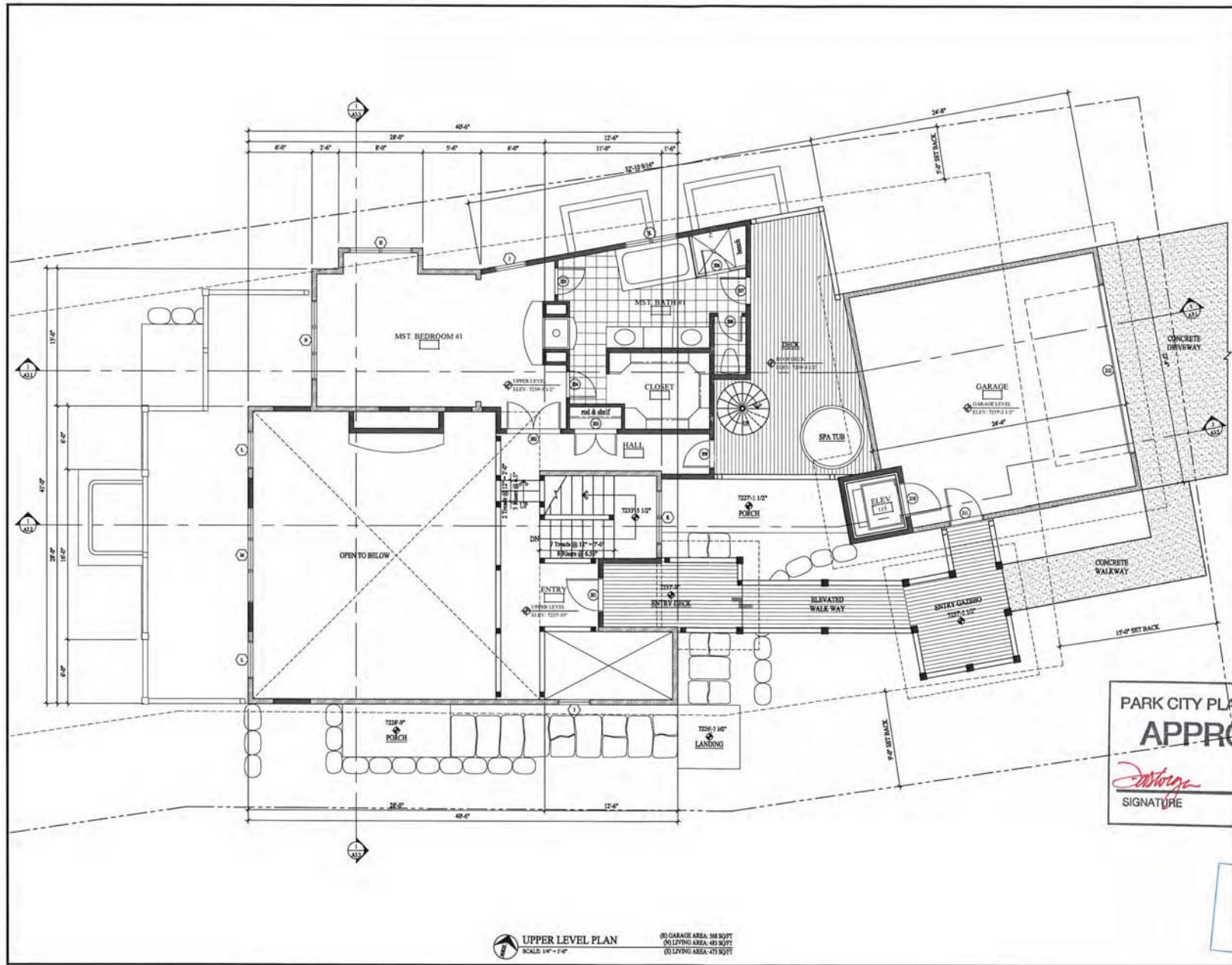
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 JUN 07 2013
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MAIN LEVEL PLAN
 SCALE: 1/4" = 1'-0"
 (0) LIVING AREA: 1111 SQFT
 (1) LIVING AREA: 1322 SQFT

REVISIONS

NO. 1	DATE	DESCRIPTION
1	JUNE 06, 2013	
2	APRIL 09, 2013	
3	JUNE 06, 2013	
4	JUN 07 2013	

PROJECT NUMBER: 1204-01
 SHEET NUMBER: **A1.2**



GENERAL NOTES
 ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

KEY NOTES

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HDDR APPLICATION SET
 RENOVATION/ADDITION
 311 MCHENRY AVENUE
 PARK CITY, UTAH 84060

UPPER LEVEL PLAN

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UPPER LEVEL PLAN
 SCALE: 1/4" = 1'-0"

(B) GARAGE AREA: 588 SQFT
 (C) LIVING AREA: 482 SQFT
 (D) LIVING AREA: 475 SQFT

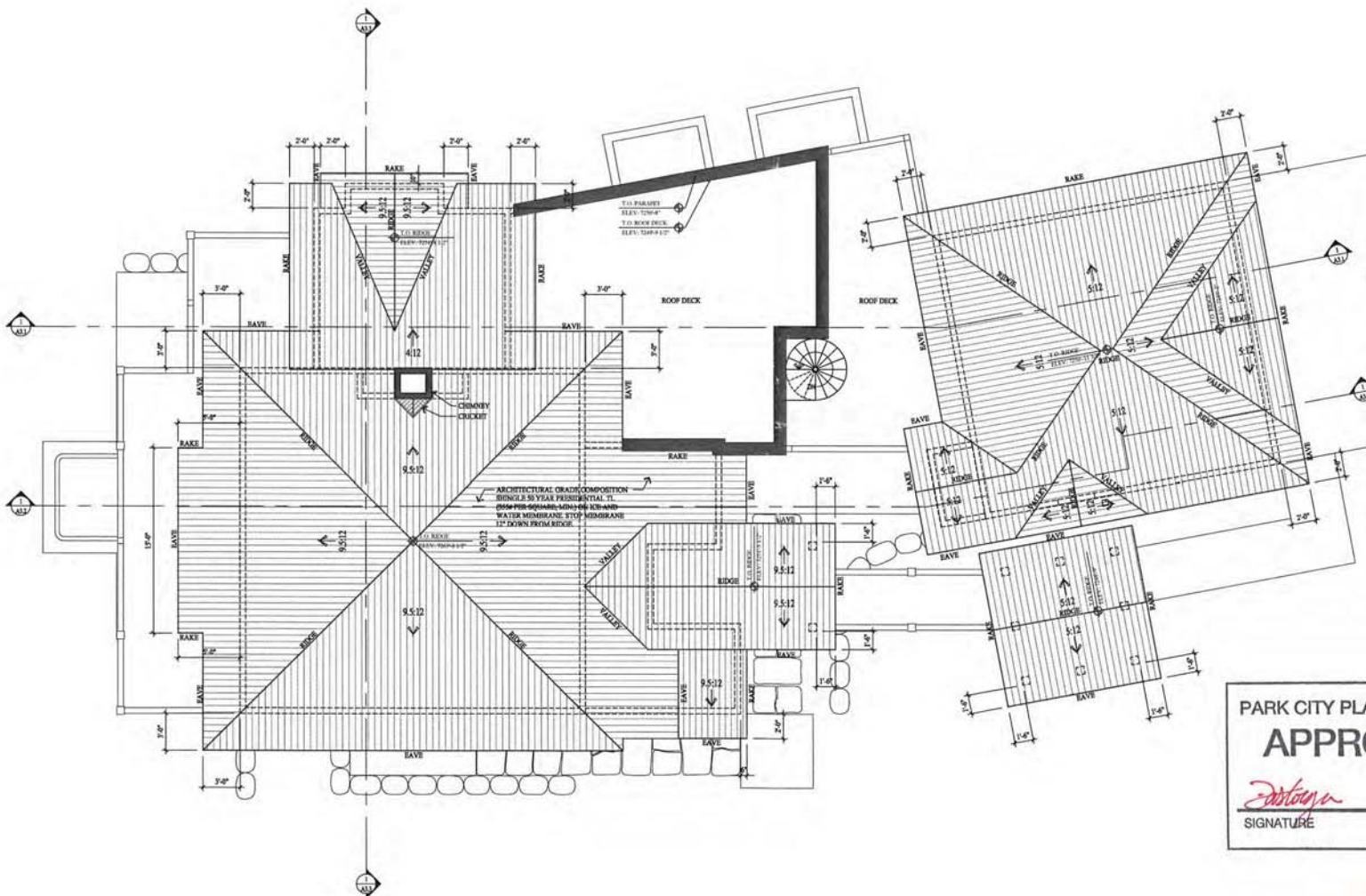
REVISIONS
 1 JUNE 06, 2013

DATE:
 APRIL 09, 2013

PROJECT NUMBER:
 1204-01

SHEET NUMBER:
A1.3

NOTE:
SEE SHEET A1.3 FOR
TYPICAL ROOF
FLASHING DETAILS



ROOF LEVEL PLAN
SCALE 1/4" = 1'-0"

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6/11/2013
DATE

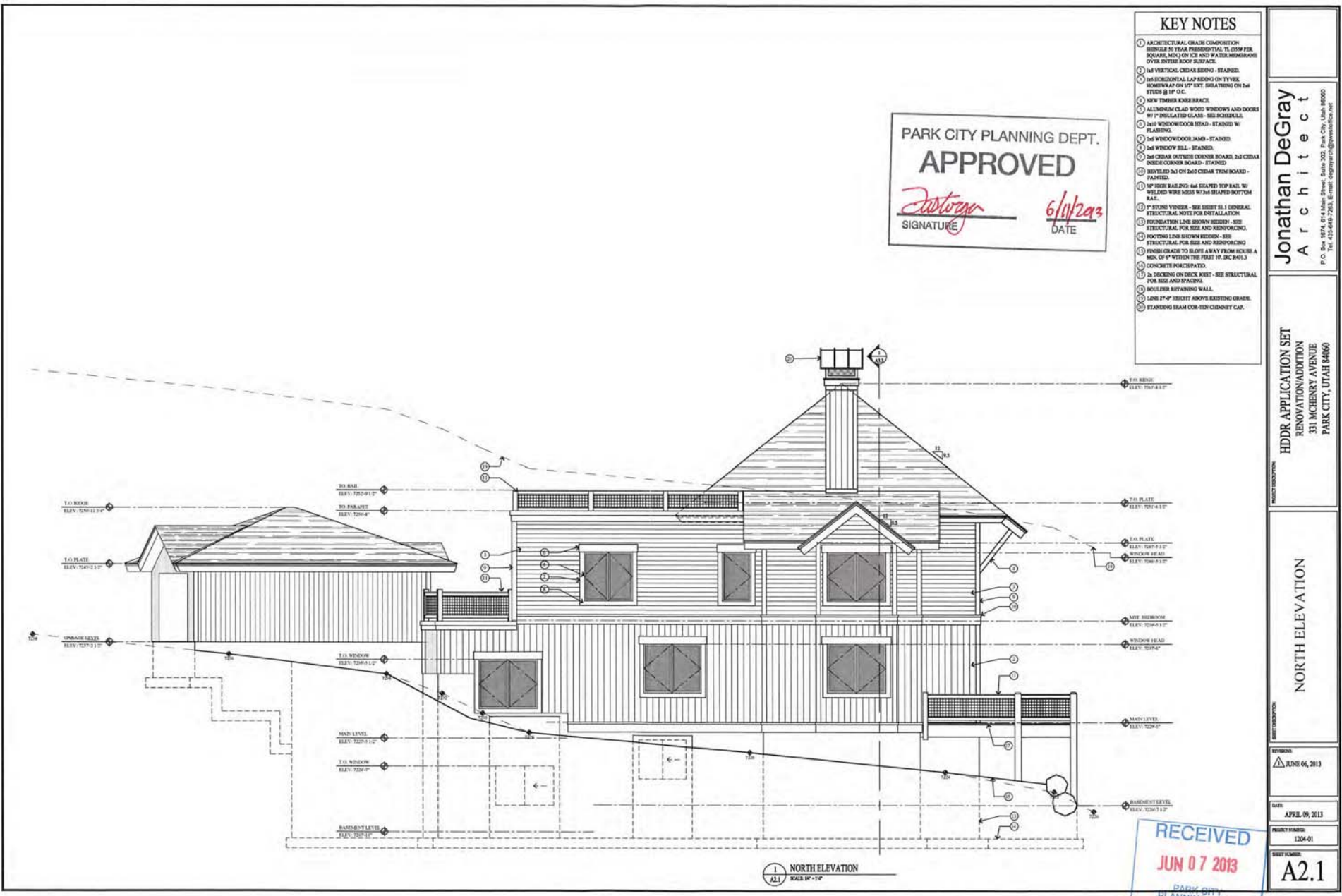
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PARK CITY
PLANNING DEPT.

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HDDR APPLICATION SET
RENOVATION/ADDITION
331 MCHENRY AVENUE
PARK CITY, UTAH 84060

PROJECT NUMBER: **ROOF LEVEL PLAN**

DATE: APRIL 09, 2013
PROJECT NUMBER: 1204-01
SHEET NUMBER: **A1.4**



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- KEY NOTES**
- ARCHITECTURAL GRADE COMPOSITION SINGLE 10 YEAR PRESIDENTIAL TL (1204 PER SQUARE INCH) ON ICE AND WATER MEMBRANE OVER ENTIRE ROOF SURFACE.
 - 1/4" VERTICAL CEDAR SIDING - STAINED.
 - 1/4" HORIZONTAL LAP SIDING ON TYPICAL HORIZONTAL ON 1/2" EXT. BRACKETING ON 2x4 STUDS @ 16" O.C.
 - NEW TIMBER KNEE BRACE.
 - ALUMINUM CLAD WOOD WINDOWS AND DOORS W/ 1" INSULATED GLASS - SEE SCHEDULE.
 - 2x4 WOOD DOOR HEAD - STAINED W/ FINISHING.
 - 2x4 WOOD WINDOW JAMB - STAINED.
 - 2x4 WINDOW SILL - STAINED.
 - 2x4 CEDAR OUTSIDE COVER BOARD, 2x2 CEDAR INSIDE COVER BOARD - STAINED.
 - 2x4 CEDAR TRIM BOARD - PAINTED.
 - 1" x 4" BRUSH KAILING - 6x4 SHAPED TOP RAIL W/ WELDED WIRE MESH W/ 2x4 SHAPED BOTTOM RAIL.
 - 1" STONE VENEER - SEE SHEET E1.1 GENERAL STRUCTURAL NOTE FOR INSTALLATION.
 - FOUNDATION LINE SHOWN BEHIND - SEE STRUCTURAL FOR SIZE AND REINFORCING.
 - FOOTING LINE SHOWN BEHIND - SEE STRUCTURAL FOR SIZE AND REINFORCING.
 - FENCE GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 4" WITHIN THE FEET 10' (SEE SHEET E).
 - CONCRETE PORCEPAT.
 - 2" DECKING ON DECK POST - SEE STRUCTURAL FOR SIZE AND BRACING.
 - BOULDER RETAINING WALL.
 - LINE 17'-4" BEHIND ABOVE EXISTING GRADE.
 - STANDING BEAM COB-TEN CROWNED CAP.

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HDDR APPLICATION SET
 RENOVATION/ADDITION
 331 MCHENRY AVENUE
 PARK CITY, UTAH 84060

NORTH ELEVATION

REVISIONS
 △ JUNE 06, 2013

DATE
 APRIL 09, 2013

PROJECT NUMBER
 1204-01

SHEET NUMBER
A2.1

KEY NOTES

- 1 ARCHITECTURAL GRADE COMPOSITION BUNDLE IS YEAR PRESENTATIONAL TL 0.504 PER SQUARE AND ON ICE AND WATER MEMBRANE OVER ENTIRE ROOF SURFACE.
- 2 1x6 VERTICAL CEDAR SIDING - STAINED.
- 3 1x6 HORIZONTAL LAP SIDING ON TVRRE WOODWRAP ON 1/2" EXT. BRACING ON 2x8 STUDS @ 16" O.C.
- 4 NEW THINER KIDS BRACK.
- 5 ALUMINUM CLAD WOOD WINDOWS AND DOORS W/ 1" INSULATED GLASS - SEE SCHEDULE.
- 6 2x10 WINDOW/DOOR HEAD - STAINED W/ PLAINING.
- 7 2x6 WINDOW/DOOR JAMB - STAINED.
- 8 2x4 WINDOW SILL - STAINED.
- 9 2x4 CEDAR OUTSIDE CORNER BOARD, 2x2 CEDAR INSIDE CORNER BOARD - STAINED.
- 10 BEVELLED 2x2 ON 2x4 CEDAR TRIM BOARD - PAINTED.
- 11 1/2" SP BUSH KAILING 1x4 SHAPED TOP RAIL W/ WELDED WIRE MESH W/ 2x4 SHAPED BOTTOM RAIL.
- 12 2" STONE VENER - SEE SHEET #1 - GENERAL STRUCTURAL NOTE FOR INSTALLATION.
- 13 FOUNDATION LINE BEYOND REDDEN - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- 14 FOOTING LINE BEYOND REDDEN - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- 15 FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 4" WITHIN THE FIRST 10' AND 1/2".
- 16 CONCRETE PORCH/PATIO.
- 17 2x6 DECKING ON DECK JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- 18 BOLLARD RETAINING WALL.
- 19 LINE 27'-0" SHORT ABOVE EXISTING GRADE.
- 20 STANDING BEAM COR-TEN CHIMNEY CAP.

PARK CITY PLANNING DEPT.
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 6/11/2013
 DATE

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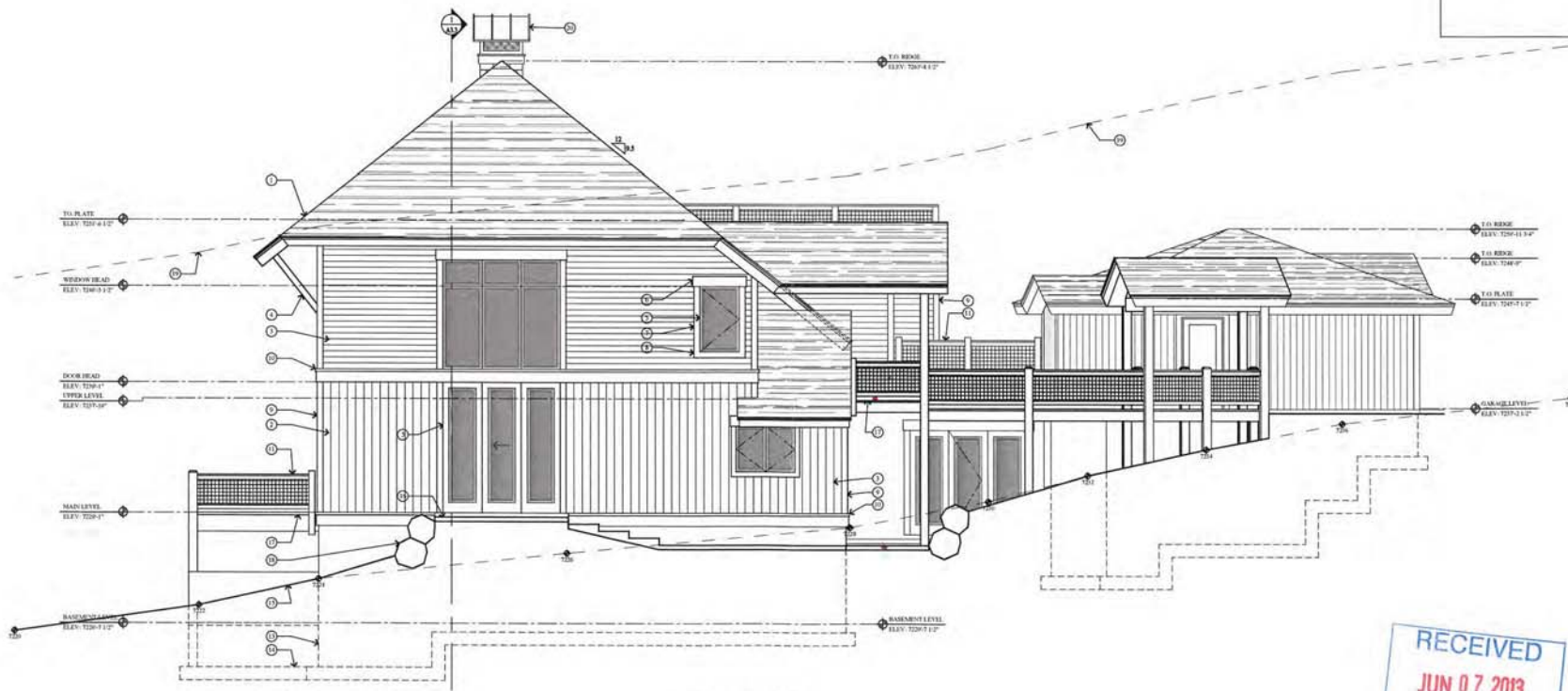
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SOUTH ELEVATION

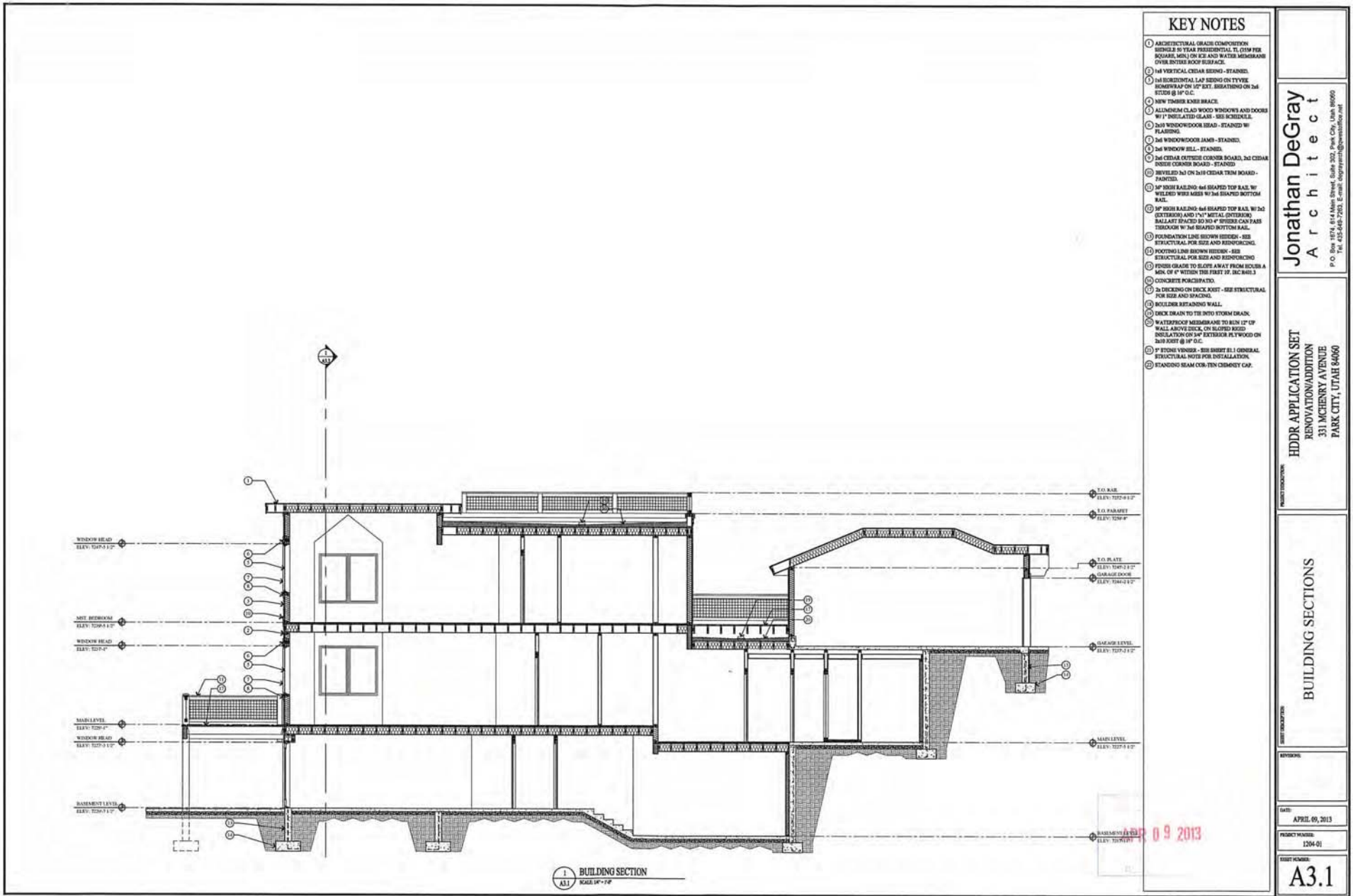
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 △ JUNE 06, 2013

DATE: APRIL 09, 2013
 PROJECT NUMBER: 1204-01
 SHEET NUMBER: **A2.3**

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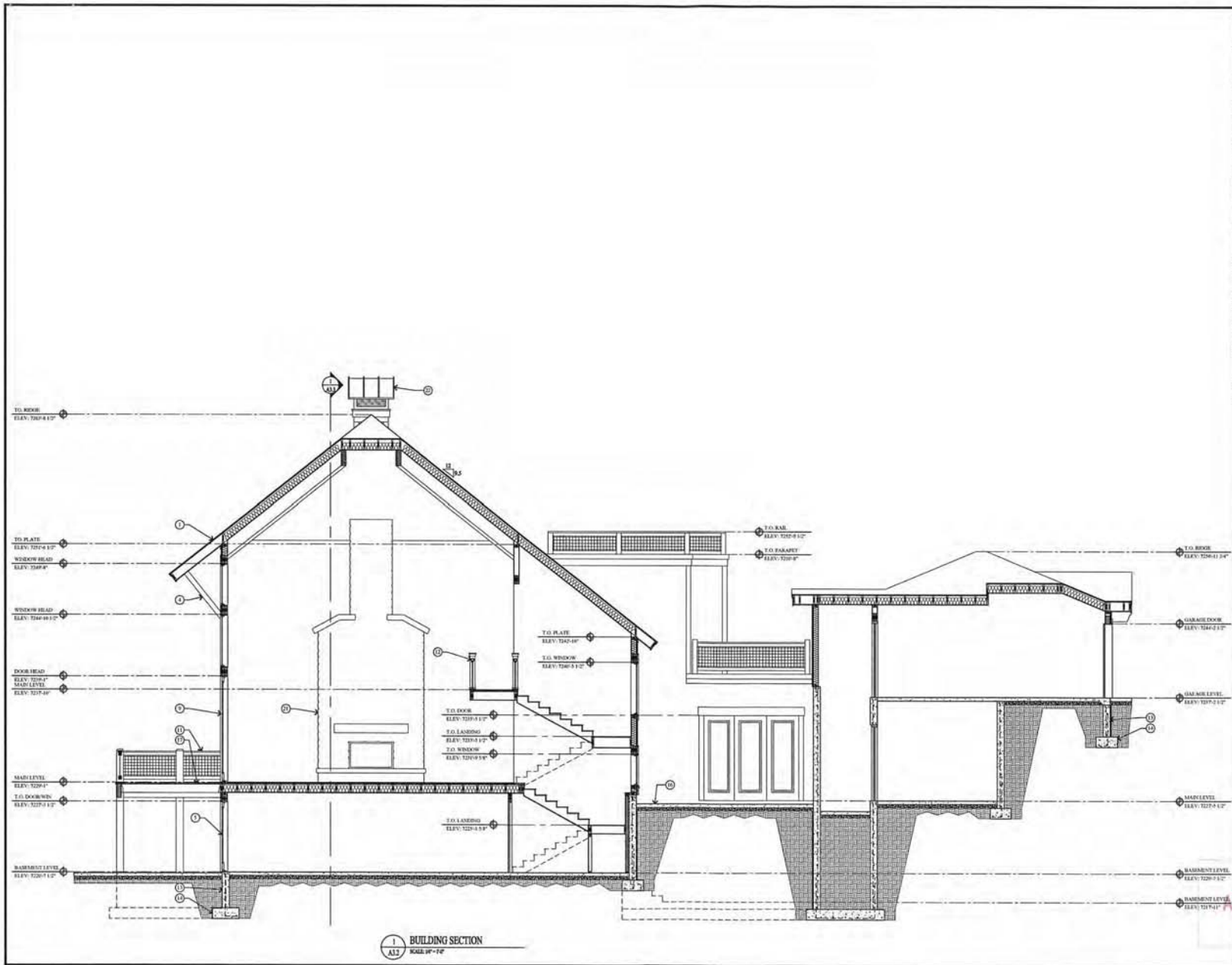
1 SOUTH ELEVATION
 A2.3 SCALE 1/4"=1'-0"



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HDDR APPLICATION SET
RENOVATION/ADDITION
331 MCHENRY AVENUE
PARK CITY, UTAH 84060

BUILDING SECTIONS



KEY NOTES

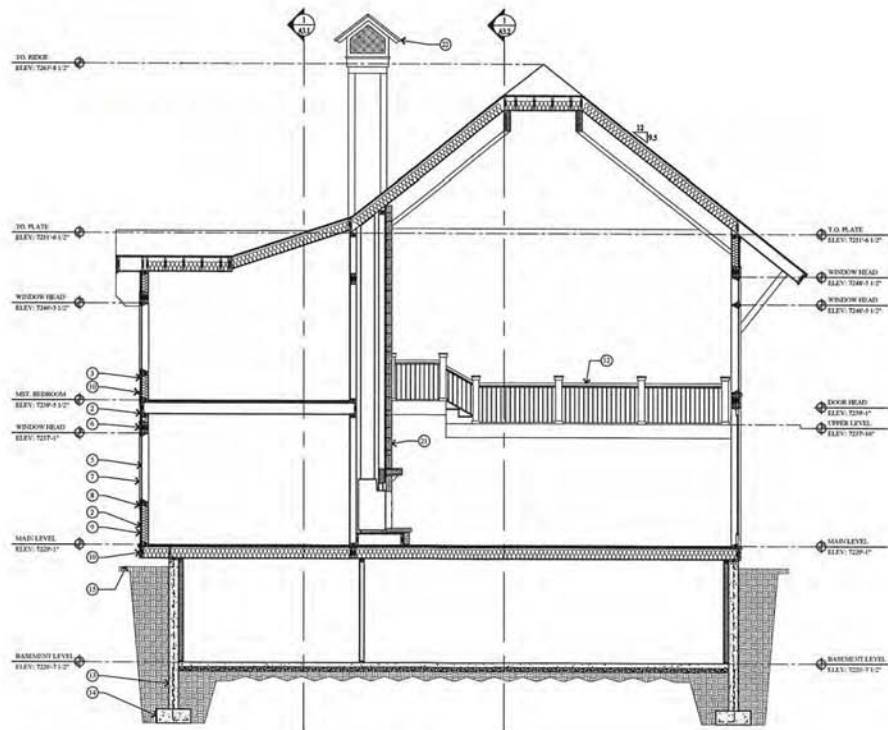
- 1 ARCHITECTURAL GRADE COMPOSITION SINGLE 50 YEAR PERMEABLE TL GPM PER SQUARE MIN ON 12" AND WATER MEMBRANE OVER ENTIRE ROOF SURFACE.
- 2 1x4 VERTICAL CEDAR SIDING - STAINED.
- 3 1x4 HORIZONTAL LAP SIDING ON TYPICAL ROWENAP ON 12" B.C. BRIDGING ON 2x4 STUDS @ 16" O.C.
- 4 NEW TRIMMER CORNER BRACE.
- 5 ALUMINUM CLAD WOOD WINDOWS AND DOORS W/ 1" RELATED GLASS - SEE SCHEDULE.
- 6 2x6 WINDOW DOOR HEAD - STAINED W/ FLAIRING.
- 7 2x6 WINDOW DOOR JAMB - STAINED.
- 8 2x6 WINDOW SILL - STAINED.
- 9 2x4 CEDAR OUTSIDE CORNER BOARD, 1x3 CEDAR INSIDE CORNER BOARD - STAINED.
- 10 BEVELED 1x3 ON 2x4 CEDAR TRIM BOARD - PAINTED.
- 11 1/2" HIGH RAILING 6x6 SHAPED TOP RAIL W/ WELDED WIRE MESH W/ 2x4 SHAPED BOTTOM RAIL.
- 12 1/2" HIGH RAILING 6x6 SHAPED TOP RAIL W/ 2x4 EXTENDING AND 1x4" METAL OUTERING BALLAST SPACED SO NO 4" SPIRICE CAN PASS THROUGH W/ 2x4 SHAPED BOTTOM RAIL.
- 13 FOUNDATION LINE BELOW FLOOR - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- 14 FOOTING LINE BELOW FLOOR - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- 15 FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 4" WITHIN THE FIRST 10' OF 8x10.3 CONCRETE PARCHMENTS.
- 16 2x4 DECKING ON DECK JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- 17 BOLLIE'S BRANDING WALL.
- 18 DECK DRAIN TO THE INTO STORM DRAIN.
- 19 WATERPROOF MEMBRANE TO MIN 12" UP WALL ABOVE DECK ON SLOPED BRICK INSULATION ON 1/4" EXCESS PLYWOOD ON 2x4 JOIST @ 16" O.C.
- 20 1" PEEN VENER - SEE SCHEDULE 1.1 GENERAL STRUCTURAL NOTE FOR INSTALLATION.
- 21 STANDING SEAM CORR-TEN CEILING CAJ.

Jonathan DeGray
Architect

HDDR APPLICATION SET
RENOVATION/ADDITION
331 MCHERRY AVENUE
PARK CITY, UTAH 84600

BUILDING SECTIONS

DATE: APRIL 09, 2013
PROJECT NUMBER: 1204-01
SHEET NUMBER: A3.2



1 BUILDING SECTION
WALL VP-12

KEY NOTES

- 1 ARCHITECTURAL GRADE COMPOSITION INCLUDE 18 YEAR PRESIDENTIAL FL DSM PER SQUARE INCH ON ICE AND WATER MEMBRANE OVER INTERIOR ROOF SURFACE.
- 2 1x4 VERTICAL CEDAR SIDING - STAINED.
- 3 1x4 HORIZONTAL LAP SIDING ON TYVEK ROOFWEAP ON 1/2" INS. SHEATHING ON 2x4 STUDS @ 16" O.C.
- 4 NEW TRIMMER KNEE BRACE.
- 5 ALUMINUM CLAD WOOD WINDOWS AND DOORS W/ 1" INSULATED GLASS - SEE SCHEDULE.
- 6 2x10 WINDOW/DOOR HEAD - STAINED W/ FLAIRING.
- 7 2x6 WINDOW/DOOR JAMB - STAINED.
- 8 2x6 WINDOW SILL - STAINED.
- 9 2x4 CEDAR OUTSIDE CORNER BOARD, 2x4 CEDAR INSIDE CORNER BOARD - STAINED.
- 10 BEVELED 2x3 ON 2x10 CEDAR TRIM BOARD - PAINTED.
- 11 1/2" HIGH RAILING 6x6 SHAPED TOP RAIL, W/ WELDED WIRE MESH W/ 2x4 SHAPED BOTTOM RAIL.
- 12 1/2" HIGH RAILING 6x6 SHAPED TOP RAIL, W/ 2x4 EXTENDING AND 1/2" METAL INTERIOR BALLAST FRANCED 30 1/2" W/ 2x4 SHAPED BOTTOM RAIL.
- 13 FOUNDATION LINE SHOWN HEREFOR - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- 14 FOOTING LINE SHOWN HEREFOR - SEE STRUCTURAL FOR SIZE AND REINFORCING.
- 15 FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 4" WITHIN THE FIRST 10' (SEE 4x8.2 CONCRETE FINCHPAVED).
- 16 2x4 DECKING ON DECK JOIST - SEE STRUCTURAL FOR SIZE AND SPACING.
- 17 BOLLARDS BEHINDING WALL.
- 18 DRICK DRAIN TO THE 1/2" FROM DRAIN.
- 19 WATERPROOF MEMBRANE TO RUN 12" UP WALL ABOVE DECK, ON SLOPED EDGE INSULATION ON 2x4 EXTENDING PL FLOOR ON 2x10 JOIST @ 16" O.C.
- 20 1" FIBER VENUE - SEE SHEET E1.1 GENERAL STRUCTURAL NOTE FOR INSTALLATION.
- 21 STANDING BEAM COR-TEN CHIMNEY CAP.

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PROJECT INFORMATION:
HDDK APPLICATION SET
RENOVATION/ADDITION
331 MCHERRY AVENUE
PARK CITY, UTAH 84000

BUILDING SECTIONS

APR 09 2013

DATE: APRIL 09, 2013
PROJECT NUMBER: 1204-01
SHEET NUMBER: A3.3

Exhibit B – Appeal Letter of Staff's determination of compliance

June 21, 2013

Dear Planning Department,

We the neighbors of McHenry St. would like to appeal the recent decision by the Planning Director on Jerry Fiat's project at 331 McHenry.

We feel that the Planning Director erred in his decision regarding this remodel project.

Our neighborhood is in the HR-L zone. The Purpose statement in the LMC 15-2.1-1 reads :

The purpose of the Historic Residential Low-Density (HRL) District is to :

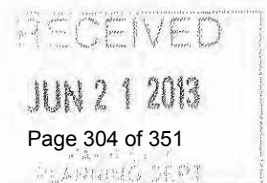
- A. *Reduce density that is accessible only by substandard Streets so these Streets are not impacted beyond their reasonable carrying capacity.*
- B. *Provide an Area of lower density Residential Use within the old portion of Park City.*
- C. *Preserve the character of Historic Residential Development in Park City.*
- D. *Encourage the preservation of Historic Structures*
- E. *Encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods.*
- F. *Establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment, and*
- G. *Define Development parameters that are consistent with the General Plan policies for the Historic Core.*

Findings and Facts

The basis of our appeal is that Mr. Fiat's Project does not meet Statements A,B,C, E and F of the Purpose statement for the HRL zone.

#1. The McHenry St .neighborhood access is a dead-end , steep and sub-standard street. In the winter the street is reduced to one and half lanes. There is a steep drop off to the railroad grade below and winter time traffic must often back up to allow others to pass. In the last 30 years five cars have plunged off the side of the road.

#2. Mr. Fiat's plan for this property is to put this enlarged 5000 + s.f. house along with two other houses above and below. He has removed part of the exiting house in order to situate two more houses on the property. It is imperative that the long range planning of the entire property be taken into account when allowing this remodel to go forward. The neighborhood should not have to review this two more times with each maximization project.



#3. In reference to LMC 15-2.1-1 E.regarding character and scale. Mr. Fiat's remodel in no way relates to the character and scale of the neighborhood. Rossi Hill/ McHenry St. area has always been characterized by homes on lots with larger open space yards than anywhere else in Old Town. The largest house in this neighborhood is the 300 McHenry house which is 5000 s.f. on 3 acres of land.

#3 A. Inconsistency by Director.....When the Rossi Hill Subdivision was done three years ago, the four homes owned by full time residents in that Subdivision (310, 320, 330, 350 McHenry St.) were asked by Planning to limit /cap their buildable square footage and gladly complied because it was in the spirit of protecting the neighborhood. Now this same standard is not being used to scrutinize Mr. Fiat's plan.

#4. Mr. Fiat's lot sharply drops off toward Ontario Ave. which will make his project of maximizing the parcel with three houses a greater impact to mass and scale. By the time his project is completed as designed..... a yard and open space that for forty years was award winning will be totally consumed by buildings. This will be a devastating impact on the environment of our hillside neighborhood and runs counter to the intent of the *LMC 15-2.1-6..."Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements.*

#5. *Significant Vegetation. In the LMC under Vegetation Protection 15-2.1-9 "must show all Significant Vegetation within twenty (20') of a proposed Development."* This is why it is important to view the entire development plan for the parcel....because we have watched the lack of care for trees that are 50 years old and over 10 inches in diameter.

We would request a VEGETATION SURVEY be done. The survey should include the numerous large evergreens and the apple tree that is 80 years old on the Ontario side of the property.

Further gross error occurred by the Planning Directoras he completely ignored the 4 cornerstones of our visioning results...which are proudly posted in the Council Chambers of City Hall.....i.e.:

....small town feel

.....sense of community

.....natural setting

..... historic character

+++++

Non- Conforming Use issue.

Why is the City encouraging and allowing a developer to further expand the non- conforming use of the garage structure? SEE the LMC 15-9-5 A. " Enlargement. A Non- Conforming Use may not be enlarged, expanded , or extended to occupy all or part of another Structure or site that it did not occupy on the date on which the Use became non-conforming.

******* (In this case the garage was built about 1971.)**

IN this review there was no effort by the Planning Director to support the strong Old Town community neighborhood that Rossi Hill/McHenry historically is known to be in Park City.

IN this review the wildlife interest was completely ignored. Since we are adjacent to so much open space area our neighborhood is the path that the deer, moose and even bear consistently pass through at certain times of the year. Perhaps this is because of our larger yards and greater open space. To block those accesses which have existed through the years goes against the importance of natural settings. The Natural settings of our mountain town are not only important to the community but to the wildlife and environment of our small section of the planet.

Mr. Fiat and his design team clearly do not understand that they are trying to overdevelop and urbanize a natural mountain setting that is marked by steep slopes and sub- standard roads.

Public Safety ...The issue of safety on our narrow, blind curve access street is of grave importance in the winter conditions. Our neighborhood is home to many senior citizens, small children and young teenaged drivers who must travel this dead end street daily.

WE are a full time residential neighborhood.

Mr. Fiat's design has shown no respect or sensitivity for the neighborhood where he wants to build and seek an investment return. His project in no way enhances the sense of community, the small town feel or contributes to the open space /natural setting of Rossi Hill. In fact to the contrary it is a dismantling of one of the few remaining full time residential neighborhoods in Old Town.

There has been no attempt to maintain the large tree vegetation on the property which would enhance a home with wonderful views.

If nothing will be done to protect one of our last true Old Town neighborhoods....then this should become a clarion call for stricter and immediate Old Town regulations. On the same point , if Staff does not believe in the protection of Old Town as full time residential neighborhoods they should state this shift in policy so that residents can cease hanging on and stand down and move to the suburbs.

Respectfully yours,

The Citizens of Rossi Hill

Tom and Nancy Amandes

Ed and Debbie Axtell

Morgan Hole and Matey Erdos Hole

Merritt Hooper

Charlie and Mary Wintzer

HISTORIC DISTRICT DESIGN REVIEW

SUBJECT: 331 MCHENRY AVENUE
JOB NUMBER: PL-12-01665
AUTHOR: FRANCISCO ASTORGA
DATE: JUNE 11, 2013



**PLANNING
DEPARTMENT**

DESIGN REVIEW SUMMARY	
ZONING	Historic Residential (HR-1)
HISTORIC STATUS	Non-historic Site
DATE OF APPLICATION	September 21, 2012
APPLICATION DEEMED COMPLETE	October 3, 2012
OWNER	331 McHenry LLC, Jerry Fiat, agent
APPLICANT REPRESENTATIVE NAME	Jon DeGray - Architect
TELEPHONE #	801.649.7263
E-MAIL ADDRESS	degrayarch@qwestoffice.net

PROPOSED USE	Residential
SECONDARY USE (I.E. LOCKOUT APT)	n/a
STEEP SLOPE	n/a
LOT SIZE (MUST BE 1875 SQ FT OR MORE)	8,345.3 square feet (0.19 acres)
LOT FRONTAGE (MUST BE 25' OR MORE)	61 feet
LOT DEPTH	150 feet

	CODE REQUIREMENT	PROPOSED
BUILDING FOOTPRINT	2,610.7 square feet	2,606 square feet, complies
SETBACKS – FY/RV	15 feet/15 feet, minimum	FY: The garage is legal non-complying. The applicant proposes the addition 15 feet from the front property line, complies. RV: about 40 feet, complies
SETBACKS – SY	5 feet, minimum 14 feet total	North SY: 5 feet, complies South SY: 9 feet, complies
ACCESSORY SETBACK	n/a	n/a
BUILDING HEIGHT	27 feet, maximum	Various all under 27 feet, complies
PARKING	2 parking spaces	2 parking spaces, no changes

The applicant proposes to remodel the entire structure. The proposal includes an addition consisting of 2,344 square feet. The applicant requests to add 750 square feet to the basement level, 1,111 square feet to the main level, and 483

square feet to the upper level. The existing structure is approximately 2,822 square feet, the overall square footage will be 5,399 square feet.

The Planning Director reviewed the request in regards to the non-complying garage which currently does not meet the minimum front yard setback of fifteen feet (15'). The existing garage is approximately five feet from the front property line. The Planning Director made a determination that the level of non-compliance is not being increased as the addition/remodel does meet the minimum front yard setback.

Staff has reviewed this project for compliance with the Historic District Design Guidelines, and approved the proposed remodel/additions received on April 9, 2013 and June 7, 2013 and stamped approved on June 11, 2013, at 331 McHenry Avenue pursuant to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The site is located at 331 McHenry Avenue.
2. The site is within the Historic Residential-Low Density (HRL) District.
3. The site is Lot A of the 331 McHenry Avenue Subdivision.
4. The site is not historic.
5. The proposal includes an addition consisting of 2,344 square feet.
6. The applicant requests to add 750 square feet to the basement level, 1,111 square feet to the main level, and 483 square feet to the upper level.
7. The existing structure is approximately 2,8822 square feet, the overall square footage will be 5,399 square feet.
8. The lot is 8,345.3 square feet which allows an overall building footprint of 2,610.7 square feet.
9. The proposed building footprint is 2,606 square feet.
10. The existing garage does not meet the minimum front yard setback.
11. The proposed remodel/addition meets the minimum front, rear, and side yard setbacks requirements.
12. The proposed structure meets the twenty-seven feet (27') maximum building height requirement measured from existing grade. Portions of the structure are less than 27' in height.
13. The application meets the Universal Guidelines.
14. The application, as conditioned, meets the Specific Guidelines for Site Design, Primary Structures, Exterior Lighting, and Sustainability.
15. Guidelines related to Reconstruction of Non-Surviving Structures, Off-Street Parking Areas, Signs, Awnings, Accessory Structures, Mailboxes, etc., Supplemental Swede Alley Guidelines, and Main Street National Register Historic District Guidelines are not applicable to this application.
16. A pre-application meeting for this property took place on September 19, 2012.

17. An application for a Historic District Design Review was received on September 21, 2012, and deemed complete on October 3, 2012.
18. The property was properly posted and noticed for the public input period on October 11, 2012. Initial public input ended on October 25, 2012. Staff received four (4) letters and e-mails with public input during the initial public input period.
19. Supplemental drawings modifying the application were received on October 3, 2012, February 20, 2013, April 9, 2013, and June 7, 2013.
20. The application is subject to the Design Guidelines for New Construction in Park City's Historic Districts.

Conclusion of Law

1. The proposed work complies with the Park City Historic District Design Guidelines as conditioned.
2. The proposed work complies with the Land Management Code requirements pursuant to the Historic Residential-Low Density (HRL) District.

Conditions of Approval

1. Receipt and approval of a Construction Mitigation Plan (CMP) by the building Department is a condition precedent to the issuance of any building permit.
2. Final building plans and construction details shall reflect substantial compliance with the drawings date stamped on June 11, 2013. Any changes, modifications, or deviations from the approved design shall be reviewed and approved by the Planning Director prior to their construction. Any formal request for design modifications submitted during construction may result in a stop-work order by the Chief Building Official until the modifications are approved.
3. The architect/designer and/or applicant shall be responsible for coordinating the approved architectural drawings/documents with the approved construction drawings/documents. The overall aesthetics of the approved architectural drawings/documents shall take precedence. Any discrepancies found among these documents that would cause a change in appearance to the approved architectural drawings/documents shall be reviewed and approved prior to construction. Failure to do so, or any request for changes during construction may require the issuance of a stop-work order for the entire project by the Chief Building Official until such time that the matter has been resolved.
4. All standard conditions of approval shall apply.
5. If a complete building permit has not been obtained by June 11, 2014, this HDDR approval will expire.
6. Construction waste should be diverted from the landfill and recycled when possible.

7. Lighting has not been submitted, included or reviewed as part of this application. All exterior lighting cut sheets and locations shall be submitted to the Planning Department for review and approval prior to building permit issuance. All exterior lighting shall meet Park City's lighting ordinance and be downward directed and shielded.
8. Gutter and downspouts locations have been determined at this time. The style and details shall be submitted to the Planning Department for review prior to building permit issuance.
9. A preliminary landscape plans has been submitted for review. The landscape plan shall also include an irrigation plan that includes heads, lines, valves, controller and backflow preventer with corresponding legend and key. This revised landscape plan is to be reviewed and approved by the Planning Director prior to building permit issuance.
10. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
11. All electrical service equipment and sub-panels and all mechanical equipment, except those owned and maintained by public utility companies and solar panels, shall be painted to match the surrounding wall color or painted and screened to blend with the surrounding natural terrain. Roof mounted equipment and vents shall be painted to match the roof and/or adjacent wall color and shall be screened or integrated into the design of the structure.
12. Exterior surfaces that are painted should have an opaque rather than transparent finish. Provide a weather protective finish to wood surfaces that were not historically painted. Low VOC products are recommended to be used.
13. Prior to building permit issuance the contractor and architect will meet with the DRT (Design Review Team) to assure construction compliance with the approved HDDR (Historic District Design Review) set.

EXHIBITS

Exhibit A – Standard Conditions

Exhibit B – Plans

EXHIBIT A

PARK CITY MUNICIPAL CORPORATION STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of approval.
2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.
4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.
5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.
6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be

reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.

7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.
8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.
9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.
10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.
11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.
12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval

- by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.
13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.
 14. The planning and infrastructure review and approval is transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
 15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
 16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
 17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.
 18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.

April 2007

Francisco Astorga

From: Merritt Hooper <hooper@aresmgmt.com>
Sent: Monday, October 22, 2012 9:52 PM
To: Francisco Astorga
Subject: 331 McHenry - Jerry Fiat Project

Importance: High

Dear Mr. Astorga:

I hope this email finds you well. By way of background, I moved permanently to Park City 3 years ago with my two young children from Los Angeles. We bought the home at 335 McHenry Street, which is next door to the above referenced home/project. We moved from Los Angeles as I valued the neighborhood feel and community that we have found and embraced in Park City, and specifically in the McHenry neighborhood. On one of the very first days in my new home I got a visit from Mr. Fiat. He reminded me of the reasons I left Los Angeles where we had people/builders that were more concerned about “making a buck” as opposed to what was the “right thing to do” from a neighborhood standpoint. Mr. Fiat has taken one large Old Town lot and added two additional homes as well as his current plan to double the size of the existing home at 331 McHenry. The impact on an established neighborhood that is served by a substandard road will forever change the character and livability of our neighborhood. Even the remodeling on a house that is across the street on McHenry has served to make it almost impossible to get access to our houses given the number of workers/cars that are there daily for the past 3 months.

I have major concerns regarding the scale of Mr. Fiat’s planned remodel and the impact that will have on our neighborhood and my family’s life given we live next door to the proposed project. Please do all within your purview to protect one of the last Old Town neighborhoods, and reinforce my belief that Park City is to be embraced by families that are looking for better lives/neighborhoods to raise their children.

Thank you so very much for your consideration.

Sincerely,

Merritt Hooper (335 McHenry St, Park City, UT 84060)

Merritt S. Hooper
335 McHenry Street | Park City | Utah | 84060 | US
310.678.8327 / hooper@aresmgmt.com

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Francisco Astorga

From: Matey Erdos <Matey.Erdos@Sundance.net>
Sent: Wednesday, October 24, 2012 11:04 PM
To: Francisco Astorga
Subject: 331 McHenry Street - opposition to proposed expansion

>
> Dear Mr. Francisco Astorga,
>
> I moved to 310 McHenry Street over 12 years ago. The Rossi Hill area offered an amazing uniqueness to Old Town; a neighborhood, old trees, landscaped yards, young children running, a quietness, and very little traffic. Homes, modest in size then and now, value open space and creativity within that space. McHenry Street is a gem and preserves the authenticity associated with our unique town.
>
> If I wanted to move near the monstrosities of large 5000+ sq foot homes with no yards, I would never have considered Old Town, and certainly not McHenry Street. Jerry Fiat bought the unique lot across from our home and assured the neighbors he would not be expanding the foot print across this one dwelling. In fact, he clearly communicated he was moving in and would update the home. He never did. Clearly that does not hold true with the current proposed expansion. The proposed plan and its expansive footprint on what remains the last of authentic neighborhoods, is a disgrace to Old Town.
>
> With Mr. Fiat's initial plans at the time of his purchase, my now husband and I expressed concern over the destruction of the 30+ year old Pine trees. We were criticized by Mr. Fiat for our concern and the lack of care for the Pine bark beetle disease affecting the neighborhood, pointing directly to our one short tree against his majestic tall trees in front of his property. We responded and employed Park City Nursery and paid for immediate spraying of the trees, including inspecting and affecting our adjacent neighbors and Mr Fiat's. No response from Mr. Fiat. The trees are flourishing thanks to our care and attention. We stand very strongly against any destruction to the trees on his property. How will his proposal impact these trees? Mr. Fiat has avoided this question.
>
> The current proposal is simply not acceptable or thoughtful for the future outlook of preserving neighborhoods in Old Town. We simply ask that the City PLEASE scrutinize and pay close attention to these plans for the home expansion and its impact on the surrounding vegetation and respect to the neighborhood. Please consider the planning tools in place to provide the neighborhood protection and preserving our authenticity as a town.
>
> Sincerely,
> Matey (Mary) Erdos and Morgan Hole
> 310 McHenry Street

Oct. 24,2012

Francisco Astorga

RE: 331 McHenry Ave.

Dear Francisco,

As you already know I am concerned about the Jerry Fiat proposal to remodel and maximize the Woolsey home at 331 Mc Henry Ave.

Please forgive me for enumerating the code as I have researched but that format seems easiest.

Now regarding the General Plan.... in my opinion this project simply does not fit.

Building height and mass of new structures should be compatible with the historic structures and there is no compatibility with the Rossi Hill neighborhood. The neighborhood has always been known for yards and smaller homes.

Quoting the LMC.....

Purpose

- A Reduce density that is accessible only by substandard streets so these streets are not impacted beyond their reasonable carrying capacity.
- B Provide an area of lower density residential use within the old portion of Park City
- C Preserve the character of historic residential development in Park City.
- E Encourage construction of Historically Compatible structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods.

There is now a non-conforming use on the property. The garage is built within a couple of feet of the front property line. According to 15-9-5.A this non-conforming use cannot be enlarged. By connecting the garage to the house and adding living space under it they have enlarged the size of the structure and added to the use.

There is a non-conforming use with the height of the building. The plans we have seen show an increase to this use. Not only have they changed the configuration of the roof but they have added new elements that exceeded the allowed height. By adding a flat roof and dormers to the roof they have added to the mass of the building.



All we are trying to do is end up with a house that will add to our neighborhood. I want Mr. Fiat to have a successful project and be sensitive to the neighborhood. A five bed room house will most probably be sold as a second home.

When Mr. Fiat subdivided the lot he represented to the neighbors that he was only going to add one bed room and move into the house himself. That is not the case now and I feel this will plan will degrade our neighborhood and further erode Old Town. This house was one of the biggest houses on the street and by doubling the size it will make it even more out of scale.

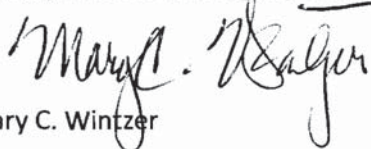
Please note that the new owner of 350 McHenry (formerly the Alvarez home) has recognized the size and scale of our neighborhood and is remodeling and not enlarging the house. They seem to be in tune with the energy and ambiance as well as marketability of Rossi Hill. Ie. Moderate scale homes and open space.

Regarding the trees:

I also want to make sure that the Significant Vegetation is protected as per 15-2.1-9 of the LMC. Once Mr. Fiat purchased the property he turned off the irrigation system and these trees have not been watered for 3 summers. I wonder about the intention of purposely stressing this mature vegetation.

I would like to revisit these issues with the staff once they have finished their evaluation of the LMC and Design Guide Lines.

Thank you for reviewing my concerns.



Mary C. Wintzer

320 McHenry & 330 McHenry

Francisco Astorga

From: Debbie / Cafe Terigo <deb@cafeterigo.com>
Sent: Thursday, October 25, 2012 2:50 AM
To: Francisco Astorga
Subject: 331 McHenry

Dear Mr Astorga;

I understand that you are the person accepting input concerning the proposed remodel of the house at 331 McHenry.

We live at 321 McHenry, the south side of Mr. Fiat's house. We have lived in our home on Rossi Hill since 1981. We have always felt that our neighborhood was different from other Old Town neighborhoods because for one thing, we have all strived to preserve the open space that we cherish. I believe that Mr. Fiat's intention to subdivide his lot into 3 lots, increase the size of the house to the extent that he proposes, sell off the other two lots for two more houses to fully maximize the land leads to a situation that is completely incompatible with the character of this neighborhood. The size of the house is simply too big for this area.

We are asking you to seriously consider the negative impact and disregard for the character of our neighborhood that a project of this dimension implies. Since the house and it's surroundings are in such disrepair and neglect, we do hope to see a successful design that "fits" here.

Thank you for your consideration,
Debbie and Ed Axtell
321 McHenry
435-649-7958

Sent from my iPad

TESCH
LAW OFFICES
A Professional Law Corporation

Joseph E. Tesch
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October 17, 2013

VIA HAND DELIVERY

Park City Planning Commission

Re: 331 McHenry Avenue Appeal of HDDR Final Decision

Dear Planning Commission Members,

This letter introduces us as legal counsel for 331 McHenry, LLC (“Owner”). We submit this letter in support of the Planning Department’s Final Decision approving the Owner’s Historic District Design Review (“HDDR”) application.

Background

After creating an approved subdivision that reduced the allowed density from 8 ½ lots to 3 lots, the neighbors (“Neighbors”) now seek to further reduce the development rights to be less than allowed by the Park City Land Management Code (“LMC”).

On June 11, 2013, the Park City Planning Department approved the Owner’s HDDR application (“Application”) for the property located at 331 McHenry Avenue, Park City, Utah (“Property”). The Property is located in the Historic Residential-Low Density (“HRL”) District, but the existing structure is not considered historic.

In 2009, years before the Owner submitted the HDDR Application, the City Council approved a plat amendment for 331 McHenry Avenue that created a three-lot subdivision. *See Notice of City Council Action dated July 17, 2009*, attached hereto as Exhibit A. There was an existing structure on Lot A of the subdivision that the Owner desired to remodel. Thus, on September 21, 2012, and in accordance with the LMC and Historic District Design Guidelines (“HDDG”), the Owner submitted the Application.

OCT 17 2013

Minor alterations were made to the Application/ plans during the design review process to fully harmonize and comply with the HDDG and relevant portions of the LMC. The Planning Department reviewed and approved the Application and corresponding building plans (“Approved Plans”).

On June 21, 2013, the Neighbors appealed the Planning Department’s decision to approve the Application. The Planning Department submitted the Neighbor’s appeal to the Planning Commission. The Owner now submits this letter to the Planning Commission and requests that the Planning Commission uphold the Planning Department’s approval of the Application.

Standard of Review

To the extent the Planning Commission has jurisdiction over this appeal, the Neighbors have the burden of proving that the Land Use Authority erred. *See* LMC § 15-1-18.

Discussion

The Neighbors raise, among other things, four issues on appeal:

- (1) the Approved Plans do not meet the stated purpose of the HRL District;
- (2) the Approved Plans do not meet the Park City “Visioning results;”
- (3) the Approved Plans do not comply with the Non-Conforming Use provisions in the LMC; and
- (4) the Approved Plans are not consistent with the residential neighborhood.

See Appeal Letter, attached to the Staff Report. In short, the Neighbors suggest that the Approved Plans are inconsistent with the HRL District purpose statements. This, however, is not the case.

I. The Approved Plans Are Consistent With the Stated Purpose of the HRL District.

The Neighbors first claim the Approved Plans violate Purpose Statements (A), (B), (C), (E) and (F) of the HRL District. *See LMC* §15-2.1-1, attached hereto as Exhibit B. The Purpose Statements for the HRL District, however, should not be interpreted as

enforceable legal rules *per se*, but instead are the broad conceptual planning goals. The specific provisions following the Purpose Statement are the rules established to accomplish the conceptual planning goals. Nevertheless, the Approved Plans do not violate Purpose Statements (A), (B), (C), (E), and (F).

A. The Approved Plans Do Not Increase the Density That is Only Accessible by Substandard Streets.

The Neighbors claim that the Approved Plans violate Purpose (A) because McHenry Street “is a dead-end, steep and sub-standard street” with dangerous winter conditions. Statement Purpose (A), however, focuses on limiting an increase in the density in areas that are only accessed by substandard streets. The Approved Plans and the corresponding approved Use does not result in an increase in the existing density (i.e., a single family dwelling) or approved Use (i.e., Residential Use). While the Approved Plans result in a larger home, as permitted by the Land Management Code, there is no increase in density as defined by the LMC¹.

In addition, it should be noted that in 2009, when the plat amendment was approved, the Owner agreed to dedicate the South-East corner of the subdivision to the City as the McHenry Right-of-Way (a portion of the Owner’s property that McHenry Ave. encroached upon). As a result, the Approved Plans do not increase the density of property that is only accessible by substandard streets.

B. The Approved Plans Do Not Increase the Density of Residential Use.

Appellant next claims that the Approved Plans violate Purpose (B). Purpose (B) aims to create an area of lower density residential use. As previously stated, the Approved Plans will not increase the existing density or approved Use. While the Approved Plans will increase the size of the Structure, the existing density (a factor of both number and type of dwelling unit) is not affected. Indeed, the density of 8 ½ lots was already reduced to 3 lots when the subdivision was approved.

¹ “Density” is defined as “[t]he intensity or number of non-residential and Residential Uses expressed in terms of Unit Equivalents per acre or Lot or units per acre. Density is a function of both number and type of Dwelling Units and/or non-residential units and the land Area.” LMC §15-15-1.74.

Additionally, the relevant provisions of the HRL controls density by establishing minimum lot sizes within the District. *See July 17, 2009 Notice of City Council Action Letter*, attached hereto as Exhibit A. The minimum lot size in HRL is 3,750 square feet. The lot size of the Property/ Approved Plans is 8,345.3 square feet, and well within the minimum lot size requirement. Accordingly, the Approved Plans do not violate Purpose (B).

C. The Approved Plans Do Not Alter the Character of the Historic Residential Development in Park City.

Purpose (C) aspires to “preserve the character of Historic residential Development in Park City.” The Approved Plans meet the goal of Purpose (C). It is uncontested that the approved addition to the existing Structure, as conditioned, complies with the HDDG. The Approved Plans also meet the footprint, height, and setback requirements.

The Approved Plans modify the existing Structure in a way that is within the HDDG for the neighborhood and which adds to its historic character. For example, the Owner used simple design concepts and details to conform to the current HDDG (such as removing the substantial roof overhangs from the existing home). Importantly, the Approved Plans, to a large extent only add in fill between the existing home and the existing garage since the height of that addition is lower than the current garage and much lower than the current residences, and is barely visible from McHenry Avenue. Accordingly, the Approved Plans do not violate Purpose (C).

D. The Approved Plans Includes a Historically Compatible Structure That contributes to the Character and Scale of the District and Maintains the Existing Residential Neighborhoods.

The Approved Plans do not violate Purpose (E). Indeed, the Approved Plans continue the same Residential Use on the Lot and includes features changes to the wall plane and roof heights that contribute to the character and scale of the District.

The LMC does not limit the size of a structure by the overall square footage, but instead indirectly limits size by through footprint and height restrictions. The Approved Plans include a building footprint that is within the LMC footprint requirements. The LMC allows 2,610.7 square foot building footprint and the proposed building footprint is

2,606 square feet, which is below the maximum building footprint allowed. In addition, the Approved Plans meet the maximum building height, including the maximum three (3) story limitation. Thus, the Approved Plans include a compatible structure that contributes to the character and scale of the district and maintains the existing residential neighborhood and does not violate Purpose (E). Notably, there is no objection to the actual design features.

E. The Approved Plans Do Not Require Review on a Steep Slope.

Contrary to the Neighbors' suggestion otherwise, the Approved Plans comport with Purpose (F). A small portion of the lot upon which the addition/ remodel will be constructed is a steep slope in excess of thirty degrees (30%). This slope, as the Staff Report notes, does not extend a horizontal distance of fifteen feet required to subject the project to the steep slope conditional use process. *See* LMC § 15-2.1-6. Accordingly, the Approved Plans do not require the steep slope review contemplated in Purpose (F) and the plans are in harmony with Purpose (F).

F. The Approved Plans Do Not Create the Other Issues Raised by the Neighbors.

The Neighbors also raise additional issues concerning:

- (1) The McHenry Street and potential use of the substandard street;
- (2) The two additional homes that may be constructed on the adjacent lots in the subdivision and the purported need to consider the subdivision as a whole rather than each lot individually;
- (3) The purported violation of LMC § 15-2.1-1(E) which addresses the character and scale of the neighborhood;
- (4) The alleged inconsistent standards that are applied to subdivisions in the area (i.e., that the Owner is not being held to the same standards imposed upon neighboring subdivisions);
- (5) The purported "devastating impact" on the environment of the hillside neighborhood; and

- (6) The alleged violation of LMC § 15-2.1-9 requiring a certain amount of vegetation.

See Appeal Letter, attached to the Staff Report.

First, the alleged issues concerning an increased use of McHenry Street is addressed above in Section I.A. above and is without support.

Second, this is an appeal of the Planning Department's approval of an HDDR Application. The Application is for a proposed remodel/ addition to a single family non-historic home. While there may be additional homes constructed in the subdivision in the future, consideration of these future homes in a collective fashion is beyond the scope of the Planning Commission's review. *See generally*, LMC § 15-11-12 (setting forth the HDDR review process). Additionally, no other applications concerning the other lots within the subdivision have been submitted. Each home must be reviewed separately. There is no provision in the LMC that allows the Planning Commission to consider a subdivision as a whole when reviewing a Final Decision on an HDDR Application.

Third, the alleged issue concerning LMC § 15-2.1-1(E) has been addressed above. LMC § 15-2.1-1 is the Purpose Statement. *See Section I.B. above*.

Fourth, when the McHenry subdivision was created and approved, it consolidated 8.45 Old Town lots into a 3 lot re-plat. There were no conditions, limitations, or restrictions on the buildable square footage in the subdivision (other than the LMC restrictions).

Fifth, the proposed remodel/ addition complies with the existing LMC setback requirements for front, rear, and side yards. *See* LMC § 15-2.1-3(D) (setting forth the building footprint requirements for the HRL District). Moreover, and as observed by the Planning Staff, the Owner has submitted surveys of the existing vegetation on the Property. *See Staff Report*, on file with the Commission. The proposed remodel/ addition does not adversely affect the existing vegetation.

To the extent the Neighbors raised the issues concerning development on steep slopes, as set forth above, the Approved Plans do not necessitate a steep slope conditional use permit review or approval as noted in the Staff Report. *See Section I. E., above*.

Accordingly, the allegation that the Approved Plans will have a “devastating impact” on the environment is not supported and without merit.

Finally, the Owner’s claims concerning vegetation are unfounded. The Owner has already submitted an existing conditions survey that includes the significant vegetation within twenty feet (20’) of the proposed development. *See Staff Report*, on file with the Planning Commission. The proposed remodel/ addition does not affect the existing significant vegetation.² All mature trees are preserved. Moreover, the Owner’s claimed vegetation incorrectly considers the subdivision as a whole. As a result, this claim is also unsupported and should not affect the Planning Department’s Final Decision.

Based upon the foregoing, these additional issues raised by the Neighbors should not affect the Planning Department’s Final Decision and the Planning Commission should deny the appeal.

II. The Approved Plans Are Not Subject to the Park City “Visioning Results.”

The Neighbors suggest that the Approved Plans violate the “Visioning Results.” In 2009, the City engaged a neighborhood planning firm to conduct a community wide visioning process. *See Portion of Vision Park City 2009 Summary Report*, attached hereto as Exhibit C. The firm identified four “core values” for the City that included small town feel, sense of community, natural setting, and historic character. The City used the core values identified in the “visioning process” to develop a draft General Plan.

This draft General Plan has not yet been adopted, and once it is adopted, it will not immediately alter the LMC. Instead, the Planning Staff will review the LMC to determine whether amendments are appropriate.

In other words, the “visioning results” is a presently unenforceable planning concept that has not yet been formally adopted by Park City. Even if the draft General

² The area proposed for development activity is between the existing garage and the existing single family dwelling. The Owner proposes to remove six trees found within this area. All of the trees for proposed removal are located in the area of the addition or in that vicinity in the north side yard area. The Owner has also submitted a Landscape Plan that compensates for the trees that may be removed. *See Staff Report*, on file with the Planning Commission. The landscape plan proposes placement of significant amounts of perennials, shrubs, and trees, including one white fir, four Colorado blue spruces, four thin leaf alders, two bigtooth maples and two gambel oaks.

Plan is adopted, it will not affect the Application. The Owner has a vested right to proceed under the LMC in effect on September 21, the date the Owner submitted a final application to the Planning Department. *See* LMC §15-1-17 (addressing vesting of a land use application).

As a result, the Neighbor's concerns that the Approved Plans do not comport with the "Visioning Results" are irrelevant to this appeal since the Vision Plan has not yet been adopted by Park City.

III. The Approved Plans Do Not Violate the LMC Provisions Concerning Non-Conforming Uses or Structures.

The Neighbors characterize the garage as a non-conforming use. The garage is part of the single family dwelling and an allowed use on the lot. The garage is, however, a non-conforming structure.

Apparently, the garage was constructed in approximately 1972. It is located between five and six feet from the front property line consistent with the then existing law. The LMC now requires a fifteen foot (15') front yard setback. *See* LMC § 15-2.1-3. Since the garage complied with the then existing setback requirements, the garage is a legal "non-complying structure." *See* LMC §§ 15-9-1; 15-9-3(B); 15-9-6; and 15-15-1.166.

While a portion of the proposed addition is located below the existing garage, the addition is built ten feet behind the façade of the garage. Accordingly, it complies with the fifteen foot (15') front yard setback required by the current LMC. In addition, the Planning Director reviewed the proposed addition and determined that it did not increase the level of non-compliance associated with the existing garage. *See* Staff Report, on file with the Planning Commission.

It should also be noted that the proposed addition/ remodel has a maximum building height of approximately twenty four feet (24'). This complies with the existing LMC height requirements and does not increase the degree of non-compliance associated with the home. *See* LMC § 15-2.1-5 (setting forth the building height restrictions).

Accordingly, the Approved Plans do not violate the LMC provisions addressing non-conforming uses or structures. The Neighbor's conclusion otherwise is without legal or factual support, and therefore, the appeal should be denied.

IV. The Approved Plans Support the Old Town Community and Does Not Threaten Public Safety.

Contrary to the Neighbor's suggestion otherwise, the Approved Plans support the strong Old Town community. Indeed, the Approved Plans conform to HDDG. The Approved Plans meet the restrictions on footprint, setbacks, and building height. *See* Staff Report, on file with the Planning Commission. Additionally, the Owner incorporated specific design elements to conform to conform the character and scale of the proposed addition to the existing neighborhood. For instance, the Owner modified the roof lines on the existing structure to lighten them and render them more compatible with the surrounding homes. Consequently, the Neighbor's allegation that the Approved Plans fail to support the Old Town Community is unsubstantiated.

To the extent that the Neighbors suggest that the Approved Plans affect wildlife, there is no provision in the LMC that requires the Planning Staff to consider wildlife on an HDDR Application. The Approved Plans meet the development standards in the LMC. In addition, there is no actual evidence that the Approved Plans will affect the existing wildlife. Consequently, this is not a proper or factually supported issue before the Planning Commission.

The Neighbors also raise a public safety concern that is tied to the purported perilous conditions on McHenry Avenue. This issue is addressed above. *See Section I*, above. The Approved Plans do not increase the existing density or use of the Property; accordingly, the Approved Plans do not adversely affect public safety on McHenry Avenue.

V. The Approved Plans Are Consistent with the Residential Neighborhood.

The Owners raise concerns about the impact of the proposed addition on the sense of community, small town feel, and open space/ natural setting. These concerns are addressed above. *See Section II*, above. To the extent that the Neighbors suggest that the

Approved Plans will dismantle “one of the few remaining full time residential neighborhoods in Old Town,” the Neighbors’ reference to “full time” residence does not readily tie to a corresponding provision of the LMC.

Based on the public comments made during the HDDR process, it appears that the Neighbors are concerned that the Owner intends to sell the home and the unknown prospective purchaser as a second home. *See Public Comments attached to the Staff Report*, on file with the Planning Commission. The LMC, and importantly the HDDR, do not regulate whether a home is used as a full or part time residence. Accordingly, the concern that the Approved Plans threaten the existing residential neighborhood is irrelevant to this appeal.

VI. The Approved Plans Do Not Threaten the Large Tree Vegetation on the Property.

Contrary to the Neighbors’ suggestion otherwise, the Approved Plans do not threaten the large tree vegetation on the property. As indicated above, the Owner has submitted a survey that identified the existing significant vegetation. *See Staff Report*, on file with the Planning Commission. The amount of vegetation that will be affected by the Approved Plans is quite limited. Accordingly, this duplicative claim does not support a reversal of the Planning Department’s approval of the Application and Approved Plans.

VII. The Neighbor’s Call for Stricter Regulations is Public Comment Outside the Scope of this Appeal.

The Neighbors’ request that if the Planning Commission does not protect “one of our last true Old Town neighborhoods,” by way of this appeal, stricter land use regulations should be imposed. There is a process and procedure for amending the LMC. *See LMC § 15-1-7*. If the Neighbors desire stricter land use regulations in this area of Old Town, they need to apply to the Planning Department and seek an amendment to the LMC. *Id.* This appeal, however, is not the appropriate forum to seek more stringent regulations. Accordingly, to the extent it is raised, revision of the LMC is not an issue to be considered on the appeal of the Planning Department’s Final Decision.

Jurisdiction

Finally, this appeal is improperly before the Planning Commission and should be, instead, before the Historic Preservation Board (“HPB”). The Planning Department’s decision to submit this appeal to the Planning Commission is based on the incorrect interpretation of the LMC. Specifically, the Planning Staff appears to interpret Section 15-1-18 of the LMC to limit the HPB’s review only to appeals that concern the Park City Historic Design Guidelines. *See E-mail from Francisco Astorga*, attached hereto as Exhibit D. According to the Planning Staff, appeals of all other issues are before the Planning Commission. *Id.*

Section 15-1-18 of the LMC, however, does not limit the HPB’s jurisdiction in the manner proposed by the Planning Staff. Instead, Section 15-1-18 states that “[a]ppeals of decisions regarding the Design Guidelines for Historic Districts and Historic Sites shall be reviewed by the Historic Preservation Board as described in 15-1-12(E).” *See Relevant LMC Provisions Concerning Appeal Jurisdiction*, attached hereto as Exhibit E. While at first blush, this provision may appear to limit the HPB’s appeal jurisdiction to the “Design Guidelines,” the provision’s reference to Section 15-1-12(E) clarifies that this is not the case.

Indeed, LMC §15-1-12(E) clearly states, in relevant part, “[t]he Owner, Applicant, or any Person with standing...may appeal any Planning Department decision **made on a Historic District/ Site design review Application** to the Historic Preservation Board.” In other words, the HPB has appeal jurisdiction over decisions made on Historic District/ Site design review applications, and not solely issues concerning the design guidelines. Other provisions of the LMC and the Park City Design Guidelines support this conclusion. *See* LMC §§ 15-1-8 (Table); 15-1-18; and other relevant portions of these provisions, attached hereto as Exhibit E. Simply put, the HPB’s appeal jurisdiction is not limited only to appeals concerning design guidelines, but rather the review of all final decisions on HDDR applications.³

³ This also makes logical sense since it is the type of application and the final decision on that application that determines which appellate body reviews the final decision. Contrary to the Planning Department’s suggestion otherwise, the issues raised by the appellant shouldn’t determine who is the governing appellate body.

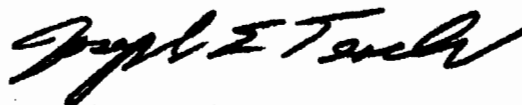
This is an appeal of a HDDR decision made on a HDDR application. *See HDDR Application*, attached hereto as Exhibit F; and *HDDR Decision*, attached to the Staff Report on file with the Planning Commission. Consequently, it is an appeal of an HDDR final decision on an HDDR application and should be heard by the HPB and not the Planning Commission. In other words, the Planning Commission should refrain from ruling on the appeal and transfer the appeal to the HPB.

Conclusion

In light of the foregoing, the Planning Commission should uphold the Planning Department's final decision approving the HDDR Application and corresponding Approved Plans and adopt the Findings of Facts and Conclusions of Law as drafted by the Planning Staff.

Thank you in advance for your consideration of these issues.

Very truly yours,
TESCH LAW OFFICES, P.C.



Joseph E. Tesch
Stephanie K. Matsumura

cc: Clients (via e-mail)
Polly Samuels McLean (via e-mail)

Enclosures

EXHIBIT A

July 17, 2009

Jerry Fiat
PO Box 4581
Park City, UT 84060

NOTICE OF CITY COUNCIL ACTION

Project Name: 331 McHenry Ave plat
Project Description: Plat amendment
Date of Action: July 16, 2009

Action Taken by City Council: The City Council APPROVED the plat amendment for 331 McHenry Avenue plat amendment, based on the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact:

1. The property is located at 331 McHenry Avenue in the HRL zoning district.
2. The existing structure located at 331 McHenry Avenue is not considered historic and is not listed on the City's Inventory of Historic Buildings.
3. The exiting structure complies with setbacks on the newly created Lot A of the proposed subdivision.
4. The lot and site requirements are outlined within LMC Section 15-2.1-3. The minimum lot area is 3,750 square feet. The minimum width of a lot is 35'. All lots must have frontage off of a city street or a connection to a city street shown on the streets master plan. Each of the proposed lots complies with these minimums.
5. The South – East corner of the subdivision will be dedicated to the City as McHenry Right-of-Way.
6. Any new construction within the Historic Residential Low-density District (HRL) requires a Historic District Design Review.
7. A building permit cannot be issued for construction across a lot line.
8. All other facts within the Analysis section of this report are incorporated within.

Conclusions of Law:

1. There is good cause for this subdivision.
2. The subdivision is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.

3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. Approval of the subdivision, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the subdivision at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the subdivision will be void.
3. Modified 13-D sprinklers shall be required for new construction on lots B and C.
4. A ten feet snow storage area is required on all three lots along property lines adjacent to existing streets.
5. A certified survey showing compliance with the setback requirements of the LMC must be provided to the City prior to recordation of the plat.

If you have any questions or if I can be of additional assistance, please do not hesitate to call me at 435-615-5068, or e-mail me at KCattan@parkcity.org.

Sincerely,

Katie Cattan

File

EXHIBIT B

EXHIBIT B

RELEVANT PORTIONS OF THE LMC AND DESIGN GUIDELINES CONCERNING THE PURPOSE OF THE HRL DISTRICT

LMC § 15-2.1-1

Section 15-1-8 Recited Verbatim below

15-2.1-1 PURPOSE.

The purpose of the Historic Residential Low-Density (HRL) District is to:

- (A) reduce density that is accessible only by substandard Streets so these Streets are not impacted beyond their reasonable carrying capacity,
- (B) provide an Area of lower density Residential Use within the old portion of Park City,
- (C) preserve the character of Historic residential Development in Park City,
- (D) encourage the preservation of Historic Structures,
- (E) encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods.
- (F) establish Development review criteria for new Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment, and
- (G) define Development parameters that are consistent with the General Plan policies for the Historic core.

EXHIBIT C

Vision Park City 2009 Summary Report

Background

Park City has conducted several community outreach and visioning events in the past. Through community visioning processes conducted in 1987, 1993, and 2002, we have seen that community values, concerns and perceived or actual problems have remained remarkably consistent over the past 20 years.

- *Preserve: community, history, scale and natural environment*
- *Promote: resorts, year-round economy, quality growth, and recreational opportunities and amenities*
- *Address: housing, sprawl, transportation, water and sustainability.*

The last significant community-wide visioning effort was completed in 1993 in advance of the mid-1990s general plan update.

One of the most valuable outcomes through out each of the past visioning processes was the individual involvement and community building that occurred through the shared discussions. Common to each visioning process was the focus on current conditions and resources. The focus was on addressing problems and anticipating what they might be 5 – 10 – 20 years out with an emphasis on government programs and services.

Vision Park City 2009 asked Parkites to express what they value about their community and want to preserve for the future. Equally important was the goal of community engagement – a cornerstone of community governance. Finally, the project was tasked with creating an evaluative tool that staff, policy makers and the community may use

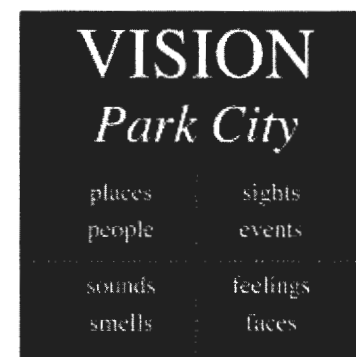
when considering future land use, economic, social and environmental decisions.

Process

Park City engaged *czb*, an Alexandria, Virginia-based neighborhood planning firm with experience working in 44 states on strategic analysis and planning to design and facilitate the visioning process.

Vision Park City 2009 was an open-ended dialog between Parkites – including full and part-time residents, employees, business owners and other community stakeholders. It began with a dialog about what Parkites as individuals hold dear about their community which revealed a set of shared values. Next we identified concerns and challenges facing Park City, as well as future goals in order to reveal a set of shared values to guide Park City in the future.

We asked the people of Park City some questions about the future of Park City. They had some great ideas and strong opinions. The process was fundamentally different from an issues-based approach in that participants were not given a pre-selected list of issues or responses from which to select from or to rank. The process was open-ended intentionally so as not to shape or direct the responses.



There were three phases of Vision Park City 2009. The first phase was the *Community Engagement and Data Collection* process that incorporated a variety of community participation activities in order to engage a broad and deep cross section of the community including those not typically present at more formal public meetings. There were four stages of community engagement and data collection: *Community Brainstorming, Listening, Exploration* and *Distillation*. Parkites engaged in the process in many ways:

- 198 unique individuals attended community gatherings and focus groups
- 450 interviews conducted
- Four focus groups held
- At least 759 photos taken
- 182 comment cards collected with 534 comments
- More than 500 hours contributed by Parkites in participating in community gatherings, conducting interviews, preparing a visual inventory and/or participating in focus groups.

Collectively this process represents a tremendous body of knowledge about Park City and a remarkable commitment of time and energy by Parkites.

Following the Community Engagement and Data Collection, the consultants began *Phase Two: Data Analysis* in which all of the input was cataloged, distilled, and eventually shaped into a format from which a set of shared values, concerns and hopes for Park City's future began to emerge. *Phase Three: Key Findings, Recommendations and Next Steps* were prepared including the creation of an evaluative framework to guide future decision making.

Community Engagement and Data Collection Phase: March 31 – June 15

Community Brainstorming March 31

Vision Park City 2009 formally launched with the first Community Gathering held at the Yarrow Hotel on March 31. It was attended by 117 community members who engaged in a discussion of “*who is Park City*”, “*what do we*



believe in” and “*what concerns us*”. One hundred eight two input with more than 534 comments addressing these questions were collected during the meeting. Ideas and issues identified on the input cards were discussed in small groups and then shared among the whole group. The cards were collected and their input recorded for later analysis. The evening was designed to be highly interactive and creative. Following reports from small groups on their comment cards, they were challenged to develop a representational tool identifying inputs and processes for evaluating ideas, projects or proposals.

Community Listening April 1 – June 15

Following the Community Brainstorming Session, more than 480 people participated in a Community Listening project with the objective of sharing their stories and experiences about Park City, exploring personal and shared goals and concerns and ultimately define a set of community values to guide Park City's future. A variety of outreach and engagement approaches were used. The

EXHIBIT D

Subject: RE: 331 McHenry
Date: Thursday, September 5, 2013 4:31:18 PM Mountain Daylight Time
From: Francisco Astorga
To: Stephanie Matsumura
CC: Joe Tesch, Polly Samuels McLean

Stephanie,

See LMC § 15-1-18(A) copied below:

15-1 -18. APPEALS AND RECONSIDERATION PROCESS.

(A) **STAFF.** Any decision by either the Planning Director or Planning Staff regarding Application of this LMC to a Property may be appealed to the Planning Commission. Appeals of decisions regarding the Design Guidelines for Historic Districts and Historic Sites shall be reviewed by the Historic Preservation Board as described in 15-11-12(E). All appeals must be filed with the Planning Department within ten (10) days of Final Action.

There shall be no additional notice for appeal of the staff determination other than listing the matter on the agenda, unless notice of the staff review was provided in which case the same notice must be given for the appeal.

[...]

The submitted appeal did not contest any of the design guidelines.

Sincerely,

Francisco Astorga | Planner
Park City | Planning Department
(p) 435.615.5064 | (f) 435.658.8940

445 Marsac Avenue | PO Box 1480
Park City, UT 84060-1480

From: Stephanie Matsumura [mailto:stephaniem@teschlaw.com]
Sent: Thursday, September 05, 2013 4:11 PM
To: Polly Samuels McLean
Cc: Francisco Astorga; Joe Tesch
Subject: FW: 331 McHenry

Polly,

Please see the attached Acknowledgment of Responsibility forwarded to Francisco concerning 331 McHenry. Also, with regard to the appeal, could you provide us with the authority/ section of the code that allows this appeal of a decision on a HDDR application to be heard by the Planning Commission (and not the HPB)?

Thanks,
Stephanie

EXHIBIT E

EXHIBIT E

RELEVANT PORTIONS OF THE LMC AND DESIGN GUIDELINES CONCERNING JURISDICTION

LMC § 15-1-8

Relevant Portions of the Table included in Section 15-1-8 Recited Verbatim below
(NOTE: The Table below clearly reflects that the Planning Department takes Final Action on a HDDR Application and the HPB is the body who hears any appeals of any HDDR Final Decision.)

15-1-8. REVIEW PROCEDURE UNDER THE CODE.

RECOMMENDATION (y) and FINAL ACTION (X) and APPEAL (z)					
	Planning Department	HPB	Board of Adjustment	Planning Commission	City Council
Allowed	X				
Allowed-Historic (HDDR)	X	z			

*All Applications shall be filed with the Planning Department. Planning Department staff makes a recommendation to the appropriate decision making body (X).

LMC § 15-1-18

Relevant Portions of Section 15-1-18 Recited Verbatim below, emphasis added
(NOTE: Section 15-1-18 specifically dictates that the HPB's review be conducted in the manner described in Section 15-11-12(E))

15-1-18. APPEALS AND RECONSIDERATION PROCESS.

- (A) STAFF. Any decision by either the Planning Director or Planning Staff regarding Application of this LMC to a Property may be appealed to the Planning Commission. Appeals of decisions regarding the Design Guidelines for Historic Districts and Historic Sites shall be reviewed by the Historic Preservation Board as described in 15-11-12(E).....

LMC § 15-11-12(E)

Relevant Portions of Section 15-11-12(E) Recited Verbatim below, emphasis added

- 15-11-12. HISTORIC DISTRICT OR HISTORIC SITE DESIGN REVIEW.
(E) APPEALS. The Owner, Applicant, or any Person with standing as defined in Section 15-1-18(D) of this Code *may appeal any Planning Department decision made on a Historic District/ Site design review Application to the Historic Preservation Board.*

EXHIBIT F

PARK CITY MUNICIPAL CORPORATION
PLANNING DEPARTMENT
445 MARSAC AVE ° PO BOX 1480
PARK CITY, UT 84060
(435) 615-5060



HISTORIC DISTRICT/SITE DESIGN REVIEW

For Office Use Only

PROJECT PLANNER	<u>Francisco Astorga</u>	APPLICATION #	<u>PL-12-01655</u>
		DATE RECEIVED	<u>9/21/12</u>
		EXPIRATION	_____
PLANNING DEPT	HIST. PRES. BOARD	BRD. OF ADJUSTMENT	
APPROVED <u>10/11/12</u>	APPROVED _____	APPROVED _____	
DENIED _____	DENIED _____	DENIED _____	

PROJECT INFORMATION

NAME: 331 McHenry LLC

ADDRESS: 331 MC HENRY

TAX ID #: _____ OR

SUBDIVISION: 331 MCHEURY AVE SUB DIVISION OR

SURVEY: _____ LOT #: A BLOCK #: _____

APPLICANT INFORMATION

NAME: 331 McHenry LLC

MAILING ADDRESS: Po Box 4581

CITY/STATE/ZIP: Park City UT 84060

PHONE #: 435 513 1273 FAX #: _____

EMAIL: JFia+727@aol.com

Please check one:

- OWNER OPTIONEE BUYER AGENT OTHER (Specify): _____

APPLICANT'S REPRESENTATIVE

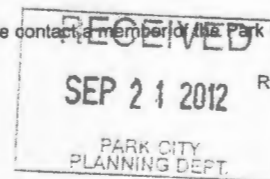
NAME: J. DEGRAY

PHONE #: 435-649-7263

EMAIL: degrayarchequestoffice.net

If you have questions regarding the requirements of this application or the process, please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

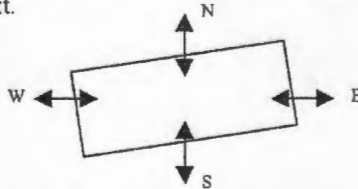
1



Res No. 15-12

SUBMITTAL REQUIREMENTS - It is the policy of the Park City Planning Department to only accept applications that have fulfilled all of the items listed below at the time of submittal. (*Required prior to the Pre-Application Conference with the Design Review Team. Submittal requirements for the Pre-Application Conference are restated on Page 6 of this application form.)

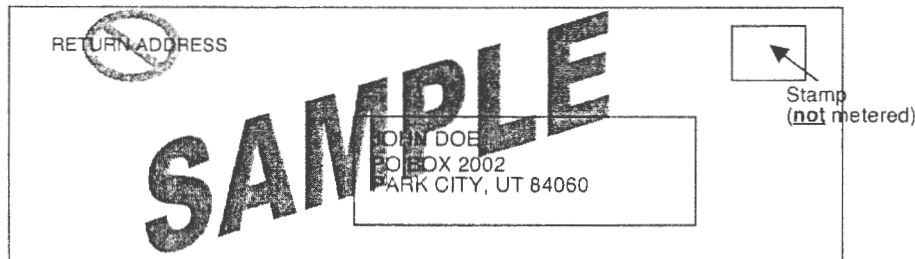
1. Completed and signed application.
2. Design Review fees - See the Fee Schedule in the Planning Department.
3. *Existing Site Plan - A certified topographical boundary survey of the existing site prepared by a licensed surveyor at an approved scale with two foot contours, along with 11"x 17" reductions, which includes the following:
 - a. existing grades referenced to USGS elevations
 - b. building footprint(s) of all existing buildings, structures and improvements on the site
 - c. existing physical encroachments on and off-site
 - d. existing utility locations
 - e. existing vegetation
 - f. existing drainage facilities
 - g. existing on- and off-site circulation and parking
4. *Physical Condition Report (see form that accompanies this application) - A written report, supported by photographic documentation, describing the existing conditions of the site.
5. *Current Photographs - Four (4) panoramic views of the existing property showing the site from the perimeter of the property from 90 degree compass intervals (camera facing toward site). Four (4) panoramic views showing the neighborhood taken from the perimeter of the property at 90-degree compass intervals (camera facing away from site). One (1) aerial photograph placing the subject property in a neighborhood context.



6. Proposed Site Plan - Based on the submitted certified topographic boundary survey drawn at an approved scale with two foot contours, along with 11"x17" reductions, which includes the following:
 - a. proposed grades referenced to USGS elevations
 - b. proposed building footprint(s) of all buildings, structures and improvements on site
 - c. superimposed building roof plans of all structures on site having ridgelines referenced to USGS elevations
 - d. existing physical encroachments on- and off-site
 - e. proposed utility locations
 - f. existing and proposed vegetation
 - g. proposed drainage facilities
 - h. proposed on- and off-site circulation and parking
 - i. proposed ground surface treatments
7. Complete set of proposed floor plans drawn at quarter-inch scale, along with 11"x17" reductions.
8. Complete set of proposed building sections drawn at quarter-inch scale, along with 11"x17" reductions.
9. Complete set of proposed building elevations - All building elevations illustrating the proposed work drawn to quarter-inch scale, along with 11"x17" reductions, with the elevations referenced to USGS datum on the submitted site plan demonstrating the following:
 - a. USGS datum points indicating existing and/or proposed floor levels
 - b. proposed final grade
 - c. top of foundations
 - d. overall roofline

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- e. measurement line drawn 27 feet above and parallel to the final grade
 - f. a measurement string line identifying the highest point of structure
 - g. any additional diagrams necessary to confirm height compliance
 - h. proposed materials called out
10. Streetscape elevation - A streetscape including 100 feet on either side of the subject property along the project side of the street to indicate accurate height, width, and building separations for all proposed work in relation to existing surrounding and adjacent buildings. It should be drawn at 1/8 inch scale (min. scale). If access to properties is limited, a photographic streetscape is allowed.
11. Construction details - Any construction details drawn to an approved scale, along with manufacturer's cut sheets for proposed windows, doors, handrails, exterior trim and architectural ornamentation, etc.
12. Presentation materials - The applicant should be aware that presentation materials for the Planning Department deliberations or the Historic Preservation Board meetings might be required. The presentation materials may include, but are not limited to the following:
- a. 20"x30" presentation boards or electronically formatted equivalent
 - b. colored elevations and/or perspectives
 - c. additional photographs and/or graphic illustrations
 - d. a massing model
 - e. material samples
13. Notice Requirements - Two sets of stamped, addressed #10 size business envelopes for property owners within 100 feet of the proposed project.
- a. List of property owners' names and addresses as described above.
 - b. Envelopes (example given below of proper addressing) with mailing labels and stamps affixed. **Do not use self-adhesive envelopes. Do not include a return address. Do not use metered postage.**



ADDITIONAL REQUIREMENTS FOR HISTORIC SITES

14. *Measured As-Built Drawings - A complete set of measured drawings--elevations, floor plans, sections and/or details--depicting existing and/or historic conditions. Drawings:
- a. should be drawn at quarter-inch scale, along with 11"x17" reductions.
 - b. must be produced from recorded, accurate measurements taken in the field and not based on estimates or assumptions, dimensions should be shown on the drawing.
 - c. must not include portions of the building(s) that are not accessible. Instead, these areas must be clearly labeled on the drawing as inaccessible.
 - d. must indicate existing materials along with construction details of any innovative or problematic structural or mechanical systems that are incorporated into the building.
 - e. should differentiate additions by shading as indicated:
 - i. original building - blacked-in walls
 - ii. addition(s) - different shading to illustrate the progression of additions and a legend with corresponding dates.
 - f. should include interior dimensions and room names (optional, but recommended)
15. *Historic Preservation Plan (see form that accompanies this application).

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16. *Historic Photographs (if available).

17. *Historic Site Form (available from the Planning Department).

PROPERTY INFORMATION

1. Historic Site? No Yes: Landmark Site Significant Site
2. Existing Zoning: HRL ; Applicant requesting a zone change? NO YES to _____.
3. Current use of property: RESIDENCE
4. Please check the following statements that are applicable to the proposed project:
 - Modifying the exterior of an existing building and/or structure.
 - Altering square footage of an existing building and/or structure.
 - Modifying elements of the site other than buildings and/or structures.
 - Constructing a new building and/or structure.
5. Lot size: Acres: .19 Square feet: 8345
6. Building (main) square footage: Existing: 2817 Proposed: 5234
7. Building (accessory) square footage: Existing: - Proposed: -
8. Number of residential units: Existing: 1 Proposed: 1
9. Commercial Area: Gross floor area: - Net lease area: -
10. Type(s) of proposed business activity: Retail Office Other (specify): _____
11. Number of parking spaces: Existing: 2 Proposed: 2
12. Is any new construction or addition occurring on a slope greater than 30%? YES NO
13. Is the project located within the Sensitive Lands Overlay? YES NO
14. Ownership/Occupancy:
 - Owner-occupied Lease Condominium Nightly Rental Timeshare

ACKNOWLEDGEMENT OF RESPONSIBILITY

This is to certify that I am making an application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. This application should be processed in my name and I am a party whom the City should contact regarding any matter pertaining to this application.

I have read and understand the instructions supplied by Park City for processing this application. The documents and/or information I have submitted are true and correct to the best of my knowledge. I understand that my application is not deemed complete until a Project Planner has reviewed the application and has notified me in writing that it has been deemed complete.

I will keep myself informed of the deadlines for submission of materials and the progress of this application. I understand that a staff report will be made available for my review the week prior to any public hearings for public meetings. This report will be on file and available at the Planning Department in the Marsack Building.

I further understand that additional fees may be charged for the City's review of the proposal. Any additional analysis required would be processed through the City's consultants with an estimate of time/expense provided prior to an authorization with the study.

Signature of Applicant: [Signature] Date: 9/5/12
 Name of Applicant: Jerry Fiat Member 331 McHenry L.L.C.
 Mailing Address: P.O. Box 4581, PARK CITY
 City/State/Zip: UT 84060

If you have questions regarding the requirements of this application or the process, please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

Phone #: 435 513 1273 Fax #: _____
 Email: JFot 727 @ Aol. com

AFFIRMATION OF SUFFICIENT INTEREST

I hereby affirm that I am the fee title owner of the below described property or that I have written authorization (provided) from the owner to pursue the described action.

Name of Owner: 331 McHenry LLC
 Address of Subject Property: 331 McHENRY AVE.
 Signature: [Signature] Date: 10/1/12

1. If you are not the fee owner, attach another copy of this form that has been completed by the fee owner, or a copy of your authorization to pursue this action.
2. If a corporation is fee titleholder, attach a copy of the resolution of the Board of Directors authorizing this action.
3. If a joint venture or partnership is the fee owner, attach a copy of the agreement authorizing this action on behalf of the joint venture or partnership.
4. If a Home Owner's Association is the applicant then the representative/president must attach a notarized letter stating they have notified the owners of the proposed application. A vote should be taken prior to the submittal and a statement of the outcome provided to the City along with a statement that the vote meets the requirements set forth in the CCRs.

PLEASE NOTE: This affirmation is not submitted in lieu of sufficient title evidence. You will be required to submit a title opinion, certificate of title, or title insurance policy showing your interest in the property prior to final action.

ACKNOWLEDGEMENT - APPLICATION MATERIALS AND REQUIREMENTS

As applicant for this proposal, I fully understand and agree to the following:

- This application is not deemed complete until the Planning staff has received all of the submittal requirements. The Project Planner will confirm a complete application in writing to the applicant.
- This application shall not be scheduled for review until the application is deemed complete.
- A fourteen (14) day public comment period will begin once a completed application is submitted.
- This Historic District/Site Design Review application will be reviewed for compliance with the *Design Guidelines for Historic Districts and Historic Sites* within forty-five (45) days of the end of the public comment period.
- I am in receipt of a current copy of the Steep Slope criteria and the specific zoning requirements of the Land Management Code for the area in which my project is located.
- I am in receipt of a current copy of the *Design Guidelines for Historic Districts and Historic Sites* that apply to my project.
- I am aware that all subdivision-related issues such as the removal of interior lot lines, combination or separation of existing lots and/or parcels, etc., shall be resolved prior to or in conjunction with the approval of this application.
- The approval of this project by the Planning Department is required prior to the issuance of any building permits.
- In the case of denial of this application, the Project Planner will notify me in writing of this action. If denied, I have the right to file an appeal of the decision, in writing, to the Historic Preservation Board within ten (10) days of said action.

If you have questions regarding the requirements of this application or the process, please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.

HISTORIC DISTRICT/SITE DESIGN REVIEW APPLICATION

Upon approval of this application, the Project Planner will notify me in writing. The action letter shall include any specific Conditions of Approval describing how the project shall be executed. Failure to adhere to the Conditions of Approval may result in a stop-work order during construction or the reconstruction of the project per Conditions of Approval at the applicant's expense.

Signature of Applicant: *[Handwritten Signature]* Date: 9/5/12
Name of Applicant: Jerry Fied member 331 McHenry LLC
Street Address of Subject Property: 331 McHENRY AVE

If you have questions regarding the requirements of this application or the process, please contact a member of the Park City Planning Staff at (435) 615-5060 or visit us online at www.parkcity.org.