PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION
CITY COUNCIL CHAMBERS
September 13, 2017

AGENDA

MEETING CALLED TO ORDER AT 5:30PM
ROLL CALL
ADOPTION OF MINUTES OF August 23, 2017
PUBLIC COMMUNICATIONS – ***Items not scheduled on the regular agenda***
STAFF BOARD COMMUNICATIONS AND DISCLOSURES
REGULAR AGENDA – *Discussion, public hearing, and possible action as outlined below*

339 Park Avenue – Abandonment of a Condominium Plat and reverting lot back to a single-lot of record. *Public hearing and possible recommendation to City Council on October 5, 2017*	PL-17-03612 *Planner Grahn*	*86*
441 Echo Spur – The applicant is requesting to combine Lots 2 and 3 of the Echo Spur Subdivision addressed at 441 and 449 Echo Spur into one lot of record. *Public hearing and possible recommendation to City Council on October 12, 2017*	PL-17-03641 *Planner Morlan*	*140*
Treasure Hill Conditional Use Permit, Creole Gulch and Town Lift Mid-station Sites – Sweeney Properties Master Plan - PL-08-00370 *Public hearing and consideration of motion to continue public hearing to a future date*	PL-08-00370 *Planner Astorga*	*160*

ADJOURN

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
AUGUST 23,2017

COMMISSIONERS IN ATTENDANCE:

Chair Adam Strachan, Melissa Band, Preston Campbell, Steve Joyce, John Phillips, Laura Suesser, Doug Thimm,

EX OFFICIO:

Planning Director, Bruce Erickson; Kirsten Whetstone, Planner; Tippe Morlan, Planner; Hannah Tyler, Planner; Anya Grahn, Planner; Polly Samuels McLean, Assistant City Attorney

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REGULAR MEETING

ROLL CALL

Chair Strachan called the meeting to order at 5:30 p.m. and noted that all Commissioners were present except Commissioner Phillips who was expected to arrive later in the meeting. Commissioner Band was present but would be leaving early.

ADOPTION OF MINUTES

July 12, 2017

MOTION: Commissioner Joyce moved to APPROVE the Minutes of August 9, 2017 as written. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously. Commissioner Phillips was not present for the vote.

PUBLIC INPUT
There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Erickson reported on page numbering errors and the placement of the exhibits in the Staff report. Luis Rodriguez was on vacation and preparation of the Staff report was a joint effort between the City Recorders Office and the Planning Department. The Staff report was put together in City Council format.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. <u>1800 Park Avenue - The applicant has requested a modification to an approved Conditional Use Permit for a temporary tent structure located within the interior courtyard of the Double Tree by Hilton hotel</u>. (Application PL-17-03537)

Planner Tippe Morlan reviewed the application for a modification to an existing CUP for a temporary tent at 1800 Park Avenue, the Yarrow Doubletree by Hilton. She reported that the original application was approved in May 2014, at which time a 60' x 40' tent was approved in the interior ballroom courtyard at the Yarrow. In the original approval the tent was allowed for no more than 260 days in a one-year period, and expired after three years unless an extension or modification was filed. The tent was allowed to be erected up to two times per year.

Planner Morlan stated that the proposed modifications to the CUP would reduce the number days from 260 days in a one-year period to 180 days in a one-year period. This was an effort to comply with the definition of temporary structures in the International Building Code and International Fire Code, which made it easier for the Staff to recognize it as a temporary structure as opposed to a permanent structure. The applicant was also proposing that there not be an expiration date. Therefore, if this modification is approved, every year the Yarrow could put up a 40' x 60' tent in the interior ballroom courtyard for up to 180 days. The tent may be erected as needed with valid fire permits as long as they do not exceed the 180-day period.

Planner Morlan noted that a condition of approval was added stating that the tent shall be used in conjunction with the existing meeting space. The condition ensures that the tent will not increase the impact of use and parking at this location. The same people using the building would be using the tent structure.

The Staff recommended that the Planning Commission conduct a public hearing and approve the CUP finding that the proposed modifications bring the CUP more in line with the definition of temporary structures, and follows all other aspects of the Code.

Nicole Sharp, representing the Doubletree Hilton Park City/Yarrow, understood that since the CUP was previously issued, there has been a greater analysis and modification to the International Fire Code, and they understand it. The applicant is agreeable to the 180-day consecutive time period, and with the associated fire permits. It should satisfy their needs as it coordinates with their existing functions and with the Sundance Film Festival.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

MOTION: Commissioner Suesser moved to APPROVE the Conditional Use Permit for 1800 Park Avenue, according to the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the Staff report. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously. Commissioner Phillips was not present for the vote.

Findings of Fact – 1800 Park Avenue

1. On May 14, 2014, the Planning Commission unanimously approved a CUP to allow a temporary tent structure at this location within the hotel courtyard up to two times per year for no longer than 180 consecutive days at a time.

2. The 2014 CUP approval was limited to three years and included an allowance for the applicant to request an extension.

3. On May 10, 2017, the applicant submitted a complete application for a modification to their Conditional Use Permit.

4. Temporary structures require a CUP in the General Commercial (GC) Zone.

5. No signs or lighting are proposed with this application.

6. The proposed modifications to the CUP include removing a condition of expiration and reducing the number of days the tent is allowed in a one-year period from 260 days to 180 days.

7. In 2013, before the original CUP was approved, the hotel pulled five (5) separate Administrative CUPs for temporary structures.

8. Within the Land Management Code (LMC) section 15-4-16(A) (7) a temporary structure may not be installed for a duration longer than fourteen (14) days and for more than five (5) times a year, unless a longer duration or greater frequency is approved by the Planning Commission consistent with CUP

criteria in LMC section 15-1-10 and the criteria for temporary structures in LMC section 15-4- 16(C).

9. Under the International Building Code and International Fire Code, temporary structures are defined as temporary if they are erected for no more than 180 days in a one-year period.

10. Each time the structure is erected, the applicant needs to first obtain a new building permit with safety and fire inspections before rebuilding the temporary structure and check in with the Planning Department to record the timeframe in the Temporary Tent log book.

11. The hotel has one (1) location for a temporary structure, and that is within the interior courtyard.

12. The hotel may be accessed via Park Avenue and Kearns Boulevard. People using the temporary structures would have to abide by the same parking restrictions as other hotel guests.

13. Police records indicate no parking-related complaints from events held at this location.

14. According to the International Fire Code Section 3101.5 'Temporary Tents and Membrane Structures', the use period of the tent shall not be erected for a period of more than 180 days within a 12-month period on a single premises.

15. The applicant has consistently come to the City to receive Fire Permits and received all necessary inspections in order to operate the tent properly.

16. The Planning Department has signed off and held record of every Fire Permit requested by the applicant for their tent.

17. The applicant has not had the tent up for more than the allotted 260 days per year.

18. The applicant has not violated any terms of the original CUP approval.

19. The applicant submitted an application April 19, 2017 and received a complete application notice on May 10, 2017. The deadline for submittal was May 14, 2017.

20. There have been no unresolved complaints filed about violations of the noise ordinance specific to the temporary tent.

21. No exterior signage is proposed with the tent. All lighting has been constant with the LMC and any additional lighting on the exterior would still require approval of the Planning Department.

22. The applicant has not operated the tent under expired permits.

23. On May 31, 2017, the property was posted and notice was mailed to affected property owners within 300 feet.

24. Legal notice was published in the Park Record on August 5, 2017.

25. As of this date, no public input has been received by Staff.

26. The Findings in the Analysis Section are incorporated herein.

27. The applicant stipulates to the conditions of approval.

Conclusions of Law – 1800 Park Avenue

1. The Use, as conditioned complies with all requirements of the Land Management Code, Section 15-1-10.

2. The Use, as conditioned is compatible with surrounding structures in use, scale, mass, and circulation.

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

4. The Application complies with all requirements outlined in the applicable sections of the Land Management Code, specifically Sections 15-1-10 review criteria for Conditional Use Permits and 15-4-16(C) review criteria for temporary structures.

Conditions of Approval – 1800 Park Avenue

1. All temporary structures require a permit issued by the Building Department. All temporary structures must be inspected by the Building Department prior to occupancy. The Building Department will inspect the structure, circulation, emergency access, and all other applicable public safety measures.

2. Prior to installing a temporary structure, the Planning Department must sign off on a building permit and record the date within the CUP Temporary Tent application logbook folder found at the Planning Department front counter.

3. The temporary structure within the Hotel courtyard shall be operable for a maximum of one-hundred and eighty (180) days in a calendar year.

4. The use shall not violate the City noise ordinance. Any violation of the City noise ordinance may result in the CUP becoming void.

5. The temporary tent shall only be used in the enclosed ballroom courtyard area and may not exceed the 60' x 40' size as approved with the original CUP.

6. The tent shall be used in conjunction with the existing meeting space and not leased out separately, unless leased to guests of the hotel, to ensure that the use of this temporary space does not cause overflow parking onto adjacent properties. Any complaints regarding overflow parking issues may result in the CUP becoming void.

7. Exterior signage must be approved by the Planning Department consistent with the City Municipal Code. All new exterior lighting must be approved by the Planning Department and comply with the Land Management Code. All existing exterior lighting shall comply with the Land Management Code prior to approval of a permit from the Building Department for installation of the tent.

8. Operation of the temporary structure with expired permits from any applicable City Department may result in the CUP becoming void. Building and Fire Permits must be up to date to operate the temporary structure.

9. All Standard Project Conditions shall apply.

2. <u>352 Woodside Avenue – The applicant is requesting a Steep Slope Conditional Use Permit for the construction of a single-family home on a vacant lot and a height exception to construct a garage on a downhill lot</u>. (Application PL-17-03532)

Planner Morlan reported that the applicant was requesting a Steep Slope CUP for construction of a new single-family dwelling at 352 Woodside, and a building height exception for 8' for a garage on a downhill lot.

Planner Morlan noted that the slope on this lot reaches up to 66% in some areas and an average of approximately 40% throughout the site. The lot is 3700 square feet and the house is proposed at 4,287 square feet. The building footprint and all other standards for the HR-1 zone were met.

Planner Morlan commented on the building height exception. She stated that the HR-1 zone allows additional building height on downhill lots to accommodate a single-car side tandem garage. She noted that the Code previously allowed the Planning Director to make the determination; however, that clause in the Code was recently changed to allow the Planning Commission to approve these types of exceptions. This was the first height exception to be reviewed by the Planning Commission since the Code change.

Planner Morlan stated that the only limiting stipulation is that the building height may not exceed 35 feet from existing grade. The other aspects of building height were not limited; however, the Staff was proposing that eight additional feet be allowed for the interior building height measurement. Planner Morlan explained that there are two different measurements for building height; one for exterior height and one for interior height. In this zone the exterior building height is 27' and the interior building height is 35'. She pointed out that this exception would allow eight additional feet on each of those.

Planner Morlan remarked that the height exception allows a garage and associated circulation space and entry area above the standard building height maximum. All of the areas proposed above the 27' building height maximum were the tandem single car wide garage area, entry area and circulation area on this house plan. She pointed out that the exception also stipulates that the depth of the garage may not exceed the minimum depth for internal parking spaces. Planner Morlan explained that in the off-street parking requirements, the minimum standard depth for a garage one car deep is 20' feet wide. There are no codified depth minimum or maximums for a tandem garage; however, they have always allowed a 40-feet deep garage for a tandem garage; 20' plus 20'. The applicant was proposing 40-feet deep, which meets the standard according to the Staff review.

Planner Morlan reviewed the Steep Slope CUP. Per the Staff analysis, the proposed house meets all setbacks and HR-1 Code requirements, except for the proposed building height exception for the garage. That would need to change if the building height exception was not approved this evening.

Planner Morlan stated that street, aerial and cross canyon views of the proposed house show minimal visual impact on the existing site. The proposed house is similar in mass and size to the surrounding houses. It has a smaller impact on the street view in terms of

height. It is just large enough to fit the garage on the top of the house. The house comes up to the 10' setback line. The garage is stepped one foot back from the rest of the front of the house as well, giving slight variation along the frontage. The building is designed to allow access to the street without a steep driveway. Planner Morlan stated that the applicant tried to design it as high as possible meeting the standards, but also preventing it from being steeper than it could be. It is currently at 12% grade.

Planner Morlan presented slides showing a small step where the garage would be, and the front entry area on the north side up along the 10' setback.

The Staff recommended that the Planning Commission conduct a public hearing and approve both the Steep Slope CUP and the building height exception, finding that the proposed single family dwelling meets requirements for development on a steep slope in the HR-1 zone, and that the proposed height exception meets the requirements in the LMC for a garage on a downhill lot.

The applicant's representatives, Don Shirley with THINK Architecture and Joe Tesch were present to answer questions. Mr. Shirley thought Planner Morlan had done a wonderful job with the Staff report and her presentation and he had nothing to add.

Commissioner Joyce referred to page 141 of the Staff report, and the deck in the photo at the bottom left corner of the page. He asked for the elevation of the deck, and asked if it was on top of the third floor. Mr. Shirley replied that the deck comes right off the entry door. It actually sits on the roof. Commissioner Joyce understood that it was three stories up or 30+ feet up. Mr. Shirley clarified that it was the third level.

Commissioner Joyce noted that the Planning Commission had not forwarded a recommendation to the City Council on the proposed changes to flat roofs at a previous meeting. However, he believed this design would not meet the criteria for that flat roof ordinance. Director Erickson stated that the deck has to be 23' above natural grade. Commissioner Joyce understood that if the flat roof ordinance was in place, the deck would be too high and the front façade would not have the appropriate roof lines. Director Erickson replied that he was correct. Commissioner Joyce clarified that his question was for his own understanding of the proposed flat roof ordinance; and it was not directed to this application. Director Erickson pointed out that this application came in before the ordinance was proposed.

Assistant City Attorney McLean requested that the Commissioners keep their comments focused on the subject applications. If they wanted to better understand the flat roof ordinance, they could request that the Staff provide examples at a future meeting.

Commissioner Campbell referred to page 141 and photo #1 at the top and asked about the concrete colored cube to the right of the photo. Mr. Shirley replied that it was the mass of the neighboring home. He explained that they do not model all of the existing homes. Instead they put in cubes to show the height and mass.

Chair Strachan recalled when the Code was changed to remove the discretion of the Planning Director. He asked Director Erickson whether or not he would grant the height exception if that discretion was still in place. Director Erickson stated that Planner Moran had done a great job negotiating with the applicant for almost a year to achieve what they have now. Based on that work and Planner Morlan's recommendation, he would have granted the height exception.

Chair Strachan read from the LMC 15-2.2-5, "The following exceptions may apply: antennas, chimneys, flues, vents or similar structures, water towers, mechanical screening equipment…." He further read, "garage on a downhill lot to accommodate a single car wide garage in a tandem parking configuration to accommodate circulation such as stairs and/or an ADA elevator, and to accommodate a reasonably sized front area and front porch that provide a compatible streetscape design". He asked Planner Morlan what she thought was a reasonably sized front area and a front porch that provided compatible streetscape design. He wanted to know her findings to meet this height exception.

Planner Morlan stated that the elevator shaft was a big issue with the design for the HDDR review, because the applicant had ADA needs that needed to be met with this house. The major reason for needing the height exception and the entry area was to allow for the ADA access. The front entry area did not have a very big space to go between the garage and the elevator area. She believed it was intentionally written to be flexible, depending on the layout of the house. If the applicant had not needed the elevator the height would have been lower in a smaller space. Chair Strachan asked if there had not been an ADA issue whether Planner Morlan would find this reasonable. Planner Morlan clarified that without the elevator it would have definitely been smaller. Chair Strachan agreed.

Mr. Shirley stated that because of the exception in the Guidelines for the ADA elevator, he had shown where they have access compatibility for ADA compliance on every floor and in every room. He clarified that per Code, in addition to being compatible in terms of accessing an ADA elevator, they have to show compliance throughout the entire house. That also addressed the 15' width of the garage. The ADA access is in the garage as well as through the door, to the elevator and down through every floor. Mr. Shirley pointed out that the stairs were configured to wrap the elevator. Given the program for accessibility, he believed the footprint was as small as it could get.

Commissioner Thimm noted that Planner Morlan had explained the length as 20' plus 20' for a standard tandem stall. He commented on the width in terms of accessibility. He was perplexed with trying to get an 11' wide stall plus a 5' loading area. Mr. Shirley replied that it was a 9' stall plus a 5' loading area, which was the requirement. Commissioner Thimm understood that it was 16' wide. In looking at the diagram on page 144 of the Staff report, it appeared to be an 11' width plus 5' for a 60-inch circle. He questioned how they arrived at 16'. Mr. Shirley stated that it was 15' inside, and they worked through that width with the Staff based on ADA requirements. Commissioner Thimm asked if it was 15' less the wall. Mr. Shirley answered yes. It was an inside dimension. He explained that the Federal mandate for an accessible stall is 15'.

Planner Morlan indicated the 11' width as shown on the plan, as well as the additional 4' for the ADA vehicle unload area. Commissioner Thimm was satisfied with the explanation.

Commissioner Phillips joined the meeting.

Chair Strachan opened the public hearing.

Ruth Meintsma, a resident at 305 Woodside, addressed the massing and articulation. One was under the heading of the 35' interior measurement, which is lowest floor plane to highest wall plane. The second was the double deep garage. She noted that her comments would be in the context of the neighborhood. Ms. Meintsma presented images and photos of historic homes in the area and surrounding 352 Woodside Avenue. The Landmark structures were identified with stars. She noted that 352 Woodside looks directly over four Landmark houses. Those houses will always remain a lower height because of their Landmark status. She noted that this was the neighborhood this house would be sitting in.

Ms. Meintsma commented on the double deep garage, and how required parking for two vehicles and the ADA requirements can all be accomplished with a lot less mass than what was showing. She also commented on the cross canyon view that was in the Staff report, as well as the reverence to the adjacent four Landmark structures sitting below 352 Woodside. Ms. Meintsma pointed out that the Code says tandem parking. It does not say tandem garage. She noted that up and down Woodside all the garages are for one car, and the second car is parked outside the garage. Ms. Meintsma had stated that she changed the design to one interior parking with the ADA requirement intact, 20' deep, which is the minimum required. There was a 10' front yard setback. She moved the front 8' back to give the required 18' of parking. She believed that redesign would give articulation on the street in this historic neighborhood. Ms. Meintsma clarified that she was pro flat roofs, recognizing that it is controversial subject in the community and definitely in this neighborhood. She thought her suggestion would help with some level of articulation.

Ms. Meintsma remarked that on the other side, the mass that looms out and hangs over would probably cut off some of the sun from those houses below. With her suggestion, all that mass is eliminated, the parking requirements are fulfilled, and the ADA requirements is fulfilled. There is less mass and more articulation. Ms. Meintsma stated that she had drawn everything to scale to show how it all works.

Ms. Meintsma addressed the 35' interior height. She took the south section and put in how the floors exist in the current design with a 43' interior height. She pointed out the 9' ceilings, a 9' ceiling, and a 12' ceiling that steps down in the front to 11', and then a 10' ceiling. She presented the north elevation showing the 43' interior height. The green line identified the driveway location. Ms. Meintsma stated that she was at the meeting when the Planning Commission came up with the 35' interior height. It was a struggle because the limit was three stories only. Everything was being stepped and it crawled up the side of the hill. A three-story structure started to look like a four and five story structure. Ms. Meintsma stated that based on the measurement you can have four stories in a structure instead of three, but in order to have the fourth story, there must be compromises. You can add more living space and more square footage, but the only way to stay within Code is to have 8' ceilings. She noted that most people want 9' and 13' ceilings, but if the ceiling goes that high, it has to go three floors and step. Ms. Meintsma stated that she took the driveway as the center point to keep it in its current location for access from the street and she made an 8' ceiling. She pointed to the blue parts which showed where she had eliminated the mass that would stick out if there was a garage. On the left side where the garage steps in, she designed it so the other part of the structure was behind it. Ms. Meintsma stated that she went down feet for every floor, which is an 8' ceiling and came up lower. By doing that she accomplished the 35' interior height. She noted that the ceilings were 8', but the footprint did not change and the square footage did not change. The bonus was pulling the house out of the ground as opposed to being deep into the basement.

Ms. Meintsma remarked that in her reading of the Code, she believes that exceptions are granted when you cannot accomplish what you need to accomplish, unless you have the exception. She thought this house could be built beautifully without the 35' interior exemption. Ms. Meintsma noted that going to 8' foot ceilings eliminates a whole floor. She assumed they would still need the 35' garage from grade exception. Ms. Meintsma presented the east view, which would be looking down upon the historic Landmark houses. She pointed out how the height was reduced from the top and it comes up from the bottom. The mass was reduced a small amount, with a larger mass reduction on the side with the garage. Accomplishing the 35' interior height will give the house a smaller, more broken up aesthetic.

Ms. Meintsma referred to the conceptual drawing on the streetscape in the Staff report, and the cross canyon view on the same page. She remarked that the small amount of articulation would make this house fit better in the neighborhood. She reiterated that she is pro flat roof for storm water, insulation, to keep snow from falling off and filling the sides of the yard, as well as other advantages. She thought the green roof was positive.

Chair Strachan closed the public hearing.

Commissioner Phillips stated that he had noticed that the ceiling heights were very spacious, and also the parking. He believed the exception was only when nothing else was possible. He liked the design of the house, but he has personally gone through this process and he ended up with 7'8" ceilings. Commissioner Phillips stated that in his opinion this would be granting an exception of height to achieve additional interior space. He thought the design needed more work, and the parking needed to be brought to a minimum. He remarked that having two inside stalls was a luxury, not a given. He thought the same applied to the ceiling heights.

Commissioner Phillips stated that in looking at the streetscape it is easy to see how a flat roof can create a smaller façade. However, from the back, especially with the exception, it was difficult to see and he suggested that Mr. Shirley do a sketch similar to the streetscape so they can see it in a similar fashion. He thought the house appears to tower over the neighboring homes. With those houses being historic, he thought they needed to be particularly sensitive to the neighborhood.

Commissioner Joyce stated that he was not able to figure out the solutions, but one of his biggest issues was the massing of a flat roof, where instead of losing the top of the roof, there is a big four-story square. From the cross-canyon view he thought it would be very visible and incompatible with the surrounding houses and the façade coming down the east side definitely needed to be broken up.

Commissioner Campbell thanked Ms. Meintsma for the time she spent preparing her comments. He asked Mr. Shirley what would happen to the garage level versus the street level if they were to drop the interior ceiling heights. Mr. Shirley replied that the site is so steep that in order to comply with the 12% or the maximum for the driveway coming down, it elevates the floor. They are not in a position to create fill at the bottom, which is what the surrounding homes have historically done. The Code no longer allows that because the grade can only be adjusted by 4'. Ms. Shirley remarked that this is a very steep lot and the challenge has been not only the grade from street to the bottom of the lot, but also the fact that it is a compound slope and it slopes from corner to corner. The shape of the home with the garage and the entrance was designed to not only go down the hill, but also to adjust the heights from side to side as well. Mr. Shirley explained that in order to reach the

ground to come up to get to the garage to get to the street, is what established the heights to the house. If they lower the ceilings it raises the house out of the ground and they would not meet Code in terms of adjusting the grade. He noted that they have worked with the Staff for over a year to achieve the current design.

Mr. Shirley remarked that they initially came in with a smaller garage. He did not believe the Guidelines defined the depth of the garage. They could reduce the depth of the garage, but when someone builds a new home the preference is for a two-car garage or two covered stalls, which was the interpretation they were getting from the Staff as they developed the garage.

Commissioner Campbell asked if Mr. Shirley could mitigate some of the cross canyon view that appeared to be the objection of how large it appears from the back. He asked if there was enough room to plant trees in the back, or for some other type of screening. Mr. Shirley pointed to the side elevation and noted that the home steps with the grade and it meets the requirement of a 10' step with a maximum 23' height in the back. He thought that because it tiers down, it would have less impact than the existing homes on each side because they were under previous guidelines and do not have the stepping.

Commissioner Campbell thought this design felt compatible with the homes on either side from the backside.

Commissioner Joyce referred to an image where it looked like the bottom floor was almost completely underground, except for where it was dug out with some retaining walls for ingress/egress. He stated that if they leave the garage level where it is and if they cut back to 8' or 9' ceiling and pulled it up, he thought it looked like they would only be pulling the bottom of the lowest part up to ground level. Mr. Shirley explained that because it is a compound slope, the opposite corner where the hot tub is shown is at least 4' lower than the other side of the house. They have to go from the lowest point to the highest point, which is one of the nuances of this site.

Planner Morlan clarified that per Code they could only vary from existing grade up to 4'. Commissioner Joyce was confused because from the image it looked like the lowest point was actually dug into the ground. Planner Morlan explained that the dashed line was the existing grade and the solid line was the final grade. On one side of the house it departs a lot more than 4'. Mr. Shirley stated that the northeast corner governs more than the southeast. Commissioner Joyce commented on the fog study. Mr. Shirley pointed out that the fog study was based on existing grade. Planner Morlan remarked that the green color identified existing grade and the fog area was the 27' height limit. She noted that Mr. Shirley had shown both the 35' exception and the 27' standard height.

Commissioner Phillips asked if Mr. Shirley could confirm the driveway was at 12%. Mr. Shirley replied that it was at 12% grade. Commissioner Phillips stated that he has a lot that slopes in two directions but he only has 25' to work with. He understood the complications of the site. In his opinion, the second stall is really the biggest problem. Mr. Shirley stated that they could go to a 36' depth rather than 40' to get the articulation in the front.

Joe Tesch stated that a second stall would be a benefit in Old Town versus outside parking because it is better for the neighborhood. He has lived in communities where they do not allow outside parking because it junks up the neighborhood. The ideal of having two inside spaces hidden from the neighborhood is an advantage. Mr. Shirley noted that street parking is already a problem in Old Town. Commissioner Phillips agreed. Commissioner Joyce pointed out that they were not talking about street parking. Mr. Shirley stated that there would be two parking stalls in the garage plus one in the driveway. Commissioner Phillips reiterated that having two interior stalls is a luxury. If the owner really wanted that he should have purchased a different lot.

Mr. Shirley stated that he has been working with the Staff for over a year and this was the first time he has heard that a tandem stall was just tandem parking. It was always a tandem stall as a tandem parking garage, according to the definitions within the Guidelines. From the beginning they have been working with a tandem garage, not tandem stalls.

Commissioner Phillips did not believe it was a tandem garage. Planner Morlan read from 15-2.2-5, "The Planning Commission may allow additional building height, (see entire Section 15-2.2-5), on a downhill lot to accommodate a single car wide garage in a tandem parking configuration. She noted that the language does not specify either way. She was unsure whether they could require one or the other.

Commissioner Phillips stated that he would still argue that they could get two off-street parking with one being inside and one being out front. Mr. Shirley stated that he specifically asked for that interpretation nearly a year ago and he was told that it was a tandem garage with two interior spaces. The conversation was then how deep it had to be because it refers to standard depths. They were unable to find a specific depth except for an exterior parking stall which is 20' deep. The applicant originally suggested two 18' feet stalls rather than two 20' stalls. Planner Morlan understood that the practice from when this was previously allowed by the Planning Director that 40' deep tandem parking garages were allowed for this exception. Commissioner Phillips expressed an interest in seeing some examples of what was done in the past in this same situation. He suggested that Mr. Shirley tweak the design to address their concerns and show what the two 18' stalls would look like. He would also like to see a better illustration of the cross canyon view.

Commissioner Thimm stated that in looking at the street scene and elevation on page 153 of the Staff report, as well as some of the cross sections, he thought it was clear that the overall building height expressed is driven by the garage and the entry to the garage off the street. He was unsure what bringing it up out of the ground on the backside of the house would do. Commissioner Thimm thought it was more important to look at the façade on the street scene. On the issue of granting an exception, the idea of articulating the face has a lot of merit. He noted that many municipalities recognize 18' depth as a legitimate parking stall. Therefore, 36' or two 18' depths would afford the ability to have somewhat of an articulated face, and a greater amount of shadow line cast across the front. In terms of looking at the exception, he believed that allowing for breaking down that face of the building would be an enhancement.

Director Erickson clarified that the parking section of the LMC defines a tandem space as one car parked in or behind. It does not necessarily say whether it has to be inside or outside to achieve the tandem.

Chair Strachan pointed out that the picture in that LMC section showed the tandem as one covered car in a garage and the other car outside. Chair Strachan agreed that the language does not say that one car has to be outside, but the definition of tandem parking says, "A parking design which allows parking one vehicle behind another. Such parking may not include more than two cars in depth and may not require occupants of separate dwelling units to park behind one another." He again referred to the diagram. Chair Strachan also thought the tandem parking proposed might violate the section that reads, "Such parking may not include more than two cars in depth", because as designed they would be parking three cars.

Director Erickson noted that without pulling the garage back they only have ten feet of setback. Planner Morlan pointed out that there was additional space between the front property line and the road; therefore, there is a large buffer but it is in the City right-of-way. Chair Strachan thought the setbacks down in the diagram under the definition of tandem parking showed the two cars outside in the driveway were also in the setback.

Planner Morlan pulled up the slide with the defined terms. Commissioner Phillips agreed that the diagram clearly shows one car being out in front. In his opinion, it was an illustration of tandem parking, but it did not mean that both stall could not be inside. However, he would argue that two stalls would fit, regardless of whether they are inside or outside, without having to push the garage out. It still may need an exception, but not an 8' exception.

Chair Strachan pointed to the north fog study and stated that he would be more comfortable granting the exception for the circulation space required for the ADA

garage on the northeast side, but not an exception on the southeast side. He clarified that the southeast side was only an exception to allow an additional parking space, but it was not related to ADA. Planner Morlan noted that the Code allows an exception for a garage on a downhill lot; and regardless of whether it is inside or outside it can be up to 8'.

Commissioner Phillips stated that he sees an exception as being absolutely necessary. It does not mean that just because there is an exception, anyone can request an exception to achieve their preference. He was concerned about setting a precedent.

Planner Morlan stated that the Planning Commission could condition the exception on having one stall inside and one stall outside.

Commissioner Campbell pointed out that the roof already steps down at the nose of the first car. He asked Mr. Shirley for the ceiling height at the back of the garage. Mr. Shirley replied that where the back of the garage steps down was 6'. Commissioner Phillips stated that he has seen that in other places, but the second parking stall was placed next to the garage but it was not as deep. He struggled with the fact that it was not necessary to have the two stalls in the garage. The exception is for when the applicant cannot accomplish two off-street parking spaces without an exception.

Mr. Shirley understood what Commissioner Phillips was saying, but for nearly a year he was told that it was a tandem garage. Director Erickson wanted it clear that the Staff said they would allow a tandem garage, but they did not give design direction to do a tandem garage. Mr. Shirley noted that they had discussed the depth of the garage and what was required. He might have misconstrued the Staff's comments, but he has been showing it for a long time and the only feedback was to make it deeper, not shallower.

Mr. Shirley thought the notion that more than a one-car garage is a luxury was counter-productive on a street that currently has a severe parking shortage. Commissioner Phillips emphasized that Mr. Shirley could accomplish two off-street parking on-site with one car in the garage and still meet the Code requirements. With this plan, the applicant was achieving three off-street parking. Mr. Shirley pointed out that everybody has a stall in the right-of-way because of the width of the driveway. No one is ever told they cannot park in their driveway because it is on City property. Commissioner Phillips thought the LMC showed a clear illustration of how tandem parking is defined, and it shows one car nearly to the road. Mr. Shirley stated that it also shows the depth of the garage much deeper than a single car. Commissioner Phillips remarked that it also did not show it 8' out of the height limit.

Commissioner Joyce thought there were two issues. He assumed that the Planning Commission was comfortable with the height exception for the ADA piece. Commissioner Joyce believed that the street façade was close to flat. There was a small setback but not significant. He thought the Planning Commission could look for more articulation in that area to get more view from the street. The second issue was on the backside. Having the back of the garage in line with the floor below results in a lot of mass that is already on the third and fourth story. It is a big wall even though it is half the width of the house. Commissioner Joyce stated that if they were looking for one or the other, if the Staff and the applicant were willing to drop to 18' parking stalls, they should be able to get to either better articulation in either the front or the back, whichever they were trying to fix, and the applicant could keep their two inside stalls. Commissioner Joyce clarified that he was not opposed to two stalls unless it causes a different problem.

Commissioner Campbell asked if the applicant would be willing to push the garage door back two feet and pushing the back wall of the garage closer to the street two feet. Mr. Shirley answered yes. Commissioner Campbell stated that he was in favor of doing whatever was necessary to take action this evening. He was not comfortable putting up a roadblock at the last minute after the applicant has worked with the Staff for nearly a year.

Director Erickson stated that the City Engineer has the authority to vary the size of parking spaces. It was a Staff determination that the inside spaces were 2 times 20, in accordance with the Code, and not 2 times 18. There was double dipping in the calculation and there was some wiggle room.

Commissioner Thimm asked if there was room in this proceeding to move to a 36' depth. Planner Morlan noted that the exception for a garage on a downhill lot says that the depth may not exceed the minimum depth for internal parking spaces as dimensioned within this Code Section 15-3. That section states that single-car garages are 11' x 20' for single family residences inside. She explained that they doubled that size to get the total depth of 40'. Director Erickson reiterated that the City Engineer has the discretion to vary the parking size. Reading further down into the Code, "Passenger cars are not allowed to park in the right-of-way with certain exceptions in the Historic District at the discretion of the City Engineer". He explained that the City Engineer would have to grant the exception to have a tandem with less than an 18' long driveway on private property.

Commissioner Joyce pointed out that if the garage is reduced from a two-car garage to a one-car garage and the front of the garage is moved back, there would be a lot of indoor room and a lot of outdoor room without going into the right-of-way. He believed

the only time the right-of-way is an issue is when three cars are stacked; two in a garage and one in the driveway. He did not think that was an issue in this case.

Chair Strachan stated that the Planning Commission was being asked for an exception to the rule, but the problem is that the applicant wanted something that was technically not allowed in the Code. Aside from the compatibility issue, there was not a physical limitation on what could be done on this site. Chair Strachan recalled that the Code section was changed because building height exceptions were granted under previous Planning Directors in circumstances that neither the Planning Commission nor the City Council thought were appropriate. The direction from the public and the elected officials was to tighten the reins. Chair Strachan remarked that he as skeptical about the exception when he read the Staff report. He thought there were valid grounds for having a height exception for the ADA accessible areas, but there was no link between the ADA access and having a second stall inside the garage.

MOTION: Commissioner Suesser moved to APPROVE the Steep Slope Conditional Use Permit and the Building Height Exception for the garage for 352 Woodside Avenue, provided that the length of the garage is reduced from 40' to 36', and in accordance with the Findings of Fact, Conclusions of Law and Conditions of Approval found in the Staff report. Commissioner Campbell seconded the motion.

Chair Strachan asked if clarification was needed on the motion and whether everyone understood the measurements. Commissioner Thimm did not believe the motion fully describes the measurements. Going to a 36' clear depth should mean an adjustment of 2' on both the east and west sides of the house, rather than 4' on one side.

Commissioner Suesser stated that she personally did not have a preference, but she was not opposed to the clarification.

AMENDMENT: Commissioner Suesser amended her motion to specify that the 4' reduction in the length of the garage should be 2' on the east side and 2' on the west side. Commissioner Campbell accepted the amendment to the motion.

VOTE: The motion passed 5-1. Commissioner Phillips voted against the motion.

<u>General Findings of Fact for SS CUP and Height Exception</u>

1. The site is located at 325 Woodside Avenue.
2. The site is located in the Historic Residential-1 (HR-1) zoning district.
3. The site is currently an undeveloped lot of 3,757.5 square feet.
4. The City Council approved the Gill Subdivision Plat Amendment at this location

on July 13, 2017 and the plat is pending recordation.
5. A Historic District Design Review (HDDR) application is currently under review.
6. The applicant requests to build a new single-family dwelling at this location.
7. Single-family dwellings are allowed uses in the HR-1 zone.
8. The proposed single-family dwelling consists of 4,287 square feet. Including the garage and unfinished area, the size is 5,049 square feet.
9. The proposed building footprint is 1,505 square feet which complies with the maximum allowable footprint of 1,521 square feet.
10. The new construction takes place over slopes that are thirty percent (30%) or greater.
11. The applicant is requesting a height exception of 8 feet for a garage on a downhill lot.
12. This is a downhill lot with an average slope of approximately 40%. The greatest slope on the property occurs in the west of the property toward the front of the lot, where the slope can reach up to 66.7%.
13. The proposed front yard setback of ten (10') complies with the minimum front yard setback of ten feet (10').
14. The proposed rear yard setback of ten (10') complies with the minimum rear yard setback of ten feet (10').
15. The proposed side yard setbacks of five feet (5') to the north and nine feet (9') to the south comply with the minimum side yard setbacks of five feet (5') including a total setback of fourteen feet (14').
16. With the exception of the garage on the top floor (pending a height exception approval), the proposed structure complies with the maximum building height, including the following provisions: final grade, thirty-five-foot rule, vertical articulation, roof pitch.
17. This property is located outside of the Soils Ordinance Zone.

<u>Steep Slope CUP Findings of Fact – 352 Woodside</u>

1. The applicant submitted plans including a streetscape showing how the four (4) story structure will be observed when viewed from Woodside Avenue.
2. The proposed structure cannot be seen from the key vantage points as indicated in the LMC Section 15-15-1.283.
3. The proposed house is located within the building pad and outside of all setbacks required on the lot.
4. The proposed garage on the top floor of the home requires a height exception and allows the applicant to have access to Woodside Avenue without a steep driveway.
5. The applicant has provided elevations and a height study to show how the house sits on the slope in relation to existing grade and the zoning height requirements

(Exhibit D) and cross canyon views (Exhibit J) to show a minimal visual impact
6. The proposed addition has a garage accessed directly from Woodside Avenue.
7. The proposed structure provides two tandem parking spaces in the garage on the top floor.
8. The proposed driveway slope is at twelve percent (12%).
9. The proposal includes a retaining wall at the lowest level of the structure extending up toward the second level and around the deck and hot tub area.
10. Proposed retaining walls are in the side and rear yard setback areas but do not exceed 6 feet in height measured from Final Grade.
11. The structure of the house follows the topography of the lot and maintains the maximum building height of 27 feet with the exception of the garage floor, which would meet the maximum building height of 35 feet if the proposed height exception is granted for a garage on a downhill lot. The structure is located on the lot in a manner that least impacts the natural topography of the lot.
12. The proposed building is designed in a manner that is broken into the required series of individual smaller components to reduce the perceived overall massing.
13. The proposed structure has a front yard setback of ten feet (10') consistent with other houses on this street. Increasing the front yard setback would increase overall building height at the rear of the structure due to the steepness of the existing grade.
14. The rear setback of ten feet (10') also meets the zone's rear setback requirements.
15. A proposed patio/deck and hot tub area also extends into the rear and side setback area as allowed by LMC Section 15-2.2-3. The hot tub and decks are located three feet (3') from the rear and north side property lines, and all patio and deck structures do not and do not extend greater than thirty inches (30") above Final Grade.
16. The proposed massing and architectural design components are compatible with both the volume and massing of single-family dwellings in the area comprised of four (4) story dwellings
17. The top floor/garage level is located as closely to the street level as possible with the roof heights measuring between 6½ and 10½ feet above the existing street height.
18. The overall building height ranges from 19 feet to 27 feet, with the garage, front entryway, and circulation area on the top floor proposed at 35 feet from existing grade. This would only be allowed if the height exception is granted.

<u>Height Exception Findings of Fact – 352 Woodside</u>

1. The HR-1 zoning district allows a building height exception for garages on downhill lots.

2. 352 Woodside Avenue is a downhill lot.
3. Such exceptions are allowed to accommodate a single car wide garage in a tandem parking configuration including circulation and a reasonably sized entry area and front porch. If approved, all other areas of the structure must meet HR-1 building height requirements.
4. The applicant is proposing a single car wide garage with an ADA loading area in a tandem parking configuration including a small entry area of 137 square feet and an elevator and stairway circulation area of 161 square feet.
5. The depth of a garage under this exception may not exceed 40 feet, the minimum depth for internal parking spaces.
6. The proposed garage is 40 feet in depth.
7. The additional building height may not exceed 35 feet from existing grade.
8. The applicant is proposing an 8-foot height exception to allow a maximum building height of 35 feet with a maximum interior height of 43 feet.

Conclusions of Law – 352 Woodside

1. The Application complies with all requirements of this LMC.
2. The Use will be Compatible with surrounding Structures in Use, scale, mass and circulation.
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval – 352 Woodside

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 drainage, shall be submitted with the building permit submittal and shall be reviewed and approved by the City Engineer and utility providers 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 for review and approval by the City Planning Department, prior to building permit issuance.
6. 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 Design Guidelines for Historic Districts and Historic Sites.

7. As part of the building permit review process, the applicant shall submit a certified topographical survey of the property with roof elevations over topographic and U.S.G.S. elevation information relating to existing grade as well as the height of the proposed building ridges to confirm that the building complies with all height restrictions.
8. The applicant shall submit a detailed shoring plan prior to the issue of a building permit. The shoring plan shall include calculations that have been prepared, stamped, and signed by a licensed structural engineer.
9. All retaining walls in setback areas shall not exceed 6 feet in height without an amendment to this CUP approval.
10. This approval will expire on August 23, 2018 if a building permit has not issued by the building department before the expiration date, unless an extension of this approval has been 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, subject to additional changes related more specifically to the architectural design made during the Historic District Design Review.

Commissioner Band left the meeting.

3. <u>606 Mellow Mountain Road - Second Amendment to the Sunnyside Subdivision to add an adjacent remnant parcel to Lot 11</u>. (Applicant PL-17-03584)

Planner Whetstone reviewed the plat amendment request to amend the Sunnyside Subdivision to add a 6,200 square foot remnant parcel to the adjacent and existing platted Lot 11, which is approximately 11,600 square feet. The lot and the parcel are owned by the same property owner. For many years the Summit County Recorder has recognized this lot and parcel as one parcel as SNS #11, which is the Sunnyside subdivision #11.

Planner Whetstone reported that an existing house that was constructed on Lot 11 straddles the property line. She identified the lot line that was proposed to be removed. The house was constructed in 1986, which was prior to plat amendments and not being able to build across property lines. Planner Whetstone noted that a similar plat amendment was approved in 2016 for Lot 10 on the south side of Mellow Mountain Road.

Planner Whetstone stated that the plat amendment revolves around a historic error in the recordation of the original subdivision plat and the way that it was surveyed. The east boundary was supposed to align with the MS 5665 Lily No. 3 Mining Claim; however, it did not align in that way. Therefore, the 31' portion on the east side was always attached to

Lot 11 and Lot 10 in the Sunnyside Subdivision. The history was reflected in the Findings attached to the Staff report.

Planner Whetstone stated that situations of non-compliance would not be created by adding the remnant parcel. The house would still have the proper side setback as well as the decks. Minor encroachments exist from rock walls in the right-of-way on Mellow Mountain Road, which will be resolved prior to recordation. The encroachments were addressed in the Conditions of Approval.

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

Michael Demkowitz with Alliance Engineering was present to answer questions on behalf of the applicant.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

Commissioner Joyce thought Finding of Fact #24, which required that the final mylars be signed by Snyderville Basin, should be a condition of approval rather than a finding. Planner Whetstone stated that it was a standard requirement and she was not opposed to adding it as a condition of approval.

Assistant City Attorney McLean pointed out that it was addressed in Condition of Approval #7. Ms. McLean asked if the snow storage was included as a condition of approval. Planner Whetstone replied that snow storage was addressed in Condition #4. Chair Strachan noted that snow storage was also addressed in Finding #25. Planner Whetstone explained that the requirements are included as facts, and the conditions of approval ensure that the requirements are met.

Commissioner Joyce could not recall seeing that in the past. Planner Whetstone stated that it was being requested more often. Director Erickson offered to look at clarifying the language on future projects.

MOTION: Commissioner Joyce moved to forward a POSITIVE recommendation to the City Council for the Sunnyside Subdivision Lot 11 plat amendment based on the

Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously. Commissioner Band was not present for the vote.

Findings of Fact – 606 Mellow Mountain Road

1. The property is located at 606 Mellow Mountain Road.

2. The property is in the Single Family (SF) Zoning District.

3. The subject property consists of platted Lot 11 of the Sunnyside Subdivision and a remnant parcel located adjacent to the easterly boundary of Lot 11.

4. The property, including Lot 11 and the remnant parcel, is recognized by Summit County as Parcel SNS-11 (Tax ID).

5. The property is currently developed with a single family house that straddles the common lot line between Lot 11 and the remnant parcel.

6. The proposed plat amendment creates one (1) 17,884 square foot (sf), platted lot of record, by combining the 11,648 sf existing Lot 11 and the 6,236 sf remnant parcel under common ownership.

7. There are no minimum or maximum lot sizes in the SF District.

8. Lots in Sunnyside Subdivision range in area from 8,596 sf to 23,860 sf.

9. Sunnyside Subdivision was approved by City Council on July 19, 1979 and recorded at Summit County on August 3, 1979.

10. At the time of original plat recordation in 1979, land adjacent and to the east, was by error not included in the subdivision plat drafted for recordation. The eastern boundary of the subdivision was to coincide with the eastern boundary of the MS 5665 Lilly No. 3 Mining Claim.

11. The Sunnyside Subdivision plat was drawn up excluding this approximately 31' wide strip of property on the eastern boundary. The strip of land runs north/south from the southern boundary of Lot 10 to the northern boundary of Lot 11 across Mellow Mountain Road.

12. The platting error was discovered in December of 1979 and the 31' wide strip was quit claimed from the original land owner/developer (Royal Street Land Company) to the owner of the recorded subdivision (Park City Alliance, James Gaddis Investment Company, LTD, etc.), as Entry No 161985, Book M147, Page 467 at the Summit County Recorder's Office.

13. On August 27, 1980, a warranty deed, Entry No. 169813, Book M 165, Page 247, was recorded at the Summit County Recorder's office conveying a parcel approximately 31 feet wide extending the length of Lot 11 from the southerly boundary to the northerly boundary. This parcel is the 6,236 sf remnant parcel subject to the requested plat amendment.

14. A similar warranty deed was entered into the records for Lot 10 and the remnant parcel adjacent to Lot 10 was combined by the First Amended Sunnyside Subdivision Lot 10, approved by the City Council on March 24, 2016 and recorded at Summit County on October 27, 2016.

15. In 1986 a building permit was issued for construction of a single family house on Lot 11 located at 606 Mellow Mountain Road. The house was constructed across the warranty deed line and there was no requirement for a plat amendment at that time. The house on Lot 11 was constructed with a side setback measured from the eastern boundary of the warranty deed description, which is the eastern boundary of TAX ID number SNS-11.

16. The applicant desires to resolve the remnant parcel issue.

17. There is no maximum building footprint or house size identified for the Sunnyside Subdivision and all requirements of Land Management Code Section 15-2.11 (SF District) apply.

18. A single-family dwelling is an allowed use in the Single Family (SF) District.

19. There is not a minimum or maximum lot width identified in the SF District. The existing lot is approximately 106.5 feet wide and the proposed lot is 140.7 feet wide.

20. Access to the property is from Mellow Mountain Road, a public street. No changes are proposed to the existing driveway.

21. A low stacked sandstone retaining wall encroaches 2' over the front property line

onto Mellow Mountain Road right-of-way for a distance of approximately twenty feet. Larger, loose individual sandstone boulders to the left of the driveway also encroach into the right-of-way.

22. Utility easements recorded on the Sunnyside Subdivision plat are required to be shown on the amended plat, including 5' wide non-exclusive utility and drainage easements along the front, rear and side lot lines.

23. Summit County documents show that the 5' easement was moved to the eastern boundary of the warranty deed. The applicant will verify that there are no existing utilities in the platted 5' non-exclusive utility easement along the existing Lot 11 easterly property boundary.

24. The final mylar plat is required to be signed by the Snyderville Basin Water Reclamation District to ensure that requirements of the District are addressed prior to plat recordation.

25. Snow storage area is required along public streets and rights-of-way due to the possibility of large amounts of snowfall in this location.

26. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law – 606 Mellow Mountain Road

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 plat amendments.
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 – 606 Mellow Mountain Road

1. The City Attorney and City Engineer will review and approve the final form and content of the plat 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 at the County within one year from the date of

City Council approval. If the plat is not recorded within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. All new construction shall comply with LMC setback regulations in effect at the time of building permit issuance.

4. A ten foot (10') wide public snow storage easement is required along the Mellow Mountain Road frontage of the property and shall be shown on the plat prior to recordation.

5. A five foot (5') wide non-exclusive public utilities, drainage, and SBWRD easement is required along the front, rear and side lot lines of the new lot.

6. Modified 13-D sprinklers are required for any new construction and shall be noted on the plat.

7. All requirements of the Snyderville Basin Water Reclamation District shall be satisfied prior to recordation of the plat.

8. Prior to plat recordation, letters from utility providers (Questar, Rocky Mountain Power, and communications entities) shall be submitted indicating approval of utility easements associated with the new property lines.

9. Staff recommends a condition of approval that the identified encroachments be resolved to the satisfaction of the City Engineer prior to plat recordation.

4. 1333 Park Avenue, 1353 Park Avenue, and 1364 Woodside Avenue – Woodside Park Affordable Housing Project Phase I – Master Planned Development – A proposed affordable housing project will be located at the site of the former Park Avenue Fire Station Parcel and will consist of four (4) single family dwellings, an eight-unit (8-unit) Multi-Family Dwelling, a thirteen-car (13-car) Parking Lot, and a Pedestrian Easement running east-west. (Application PL-17-03454)

5. 1333 Park Avenue, 1353 Park Avenue, and 1364 Woodside Avenue – Woodside Park Affordable Housing Project Phase I – Plat Amendment – Proposal for a three-lot (3-lot) subdivision to create the Woodside Park Subdivision Phase I. (Application PL-17-03439)

6. 1353 Park Avenue (actual building to be located at 1354 Woodside Avenue)– Woodside Park Affordable Housing Project Phase I – Conditional Use Permit – Proposal for an eight-unit (8-unit) Multi-Family Dwelling as a part of the Woodside Park Affordable Housing Project Phase I and a Conditional Use Permit at 1364 Woodside Avenue for a Parking Area with five (5) or more spaces for use by the Woodside Park Affordable Housing Project Phase I. (Application PL-17-03453 and PL-17-03452)

The Planning Commissioner reviewed the three items for the MPD, the Plat Amendment and the two CUPs in one discussion. Separate actions were taken.

Planner Hannah Tyler reviewed the four applications before the Planning Commission this evening; the Master Planned Development, the two conditional use permits and the Plat Amendment. The Staff recommended approval and/or positive recommendations, depending on the type of action required.

The applicant, Park City Municipal Corp, was being represented by Jason Glidden, the Economic Development Programs Manager; Rhoda Stauffer, Affordable Housing Project Manager; and Craig Elliott and Steve Bruemmer, the project architects.

Planner Tyler reported that this was Woodside Park Phase 1 of the affordable housing project. The Planning Commission previously reviewed this project during a work session on July 12th. The Commissioners provided feedback and based on those comments the architects provided additional information, and the Staff provided additional analysis based on that information. The analysis was contained in the Staff report.

Craig Elliott with Elliott Work Group stated that during the work session on July 12th there were specific questions related to the overall scope of the adjacent properties. Mr. Elliott stated that he would begin his presentation with the larger scale and work down to the smaller information.

Mr. Elliott presented an overview of the site starting from Park Avenue, crossing over Woodside, and showing how the overall parcel goes all the way up to Empire and abuts across the street from the primary parking lot at the Park City Base area. Mr. Elliott noted that the parcel was straightened out to follow the grid of the streets. He indicated Park Avenue, Woodside in the middle, how it stretches across the abandoned Norfolk Avenue right-of-way, and up to Empire Avenue.

Mr. Elliott noted that they were working on the first phase of the MPD, which was the master plan with four single-family homes, four townhouses, and four studio units. He recalled that one question raised during the work session was how this works in the overall

context of the site, in the neighborhood, and within the project. He stated that they master planned the property from Park Avenue by maintaining the historic nature and scale with the smaller houses along Park Avenue. It moves to the west with larger single family and then a townhouse multi-family project. Moving across Woodside Avenue are townhouses that are larger in scale and have their own garages. It then goes to a stacked flat structure going up to Empire Avenue. Mr. Elliott believed it was consistent with the development in the neighborhood as it moves from the small scale of City Park and Park Avenue and moves across Woodside to the larger developments. As it moves closer to the resort the density becomes greater. Mr. Elliott thought the plan made sense and allows them to deal with some of the grade change.

Mr. Elliott presented a section which showed more study. He noted that they were trying to work on proof of concept in master planning. As they looked at design projects they take the macro scale down to the micro scale. The micro scale refines the details. The idea of the macro scale is to confirm the capability of the site, to prove that they can get the circulation pattern to move through the site, that they can provide parking, that it fits within the height and context, and not to worry too much about the design concept except for appropriate use, density and shapes of the buildings.

Mr. Elliott noted that the large yellow arrows indicated the connection that goes across from Empire Avenue to Park Avenue, and ultimately to City Park and Miners Hospital. The goal throughout this project has been to create that pedestrian connection. Mr. Elliott stated that those at the Park City base area feel isolated and separated from things close by because there are no good connections between the two areas. Improving that connection creates a better flow of people and experience through the space from the Park City Mountain Base area to City Park. The circulation pattern comes to the corner of the intersection and provides the perfect location to go up the sidewalk into the base area. It also provides the opportunity to come straight across to the Miners Hospital and City Park. Mr. Elliott remarked that it also provides another access from the base area into Old Town, and vice-versa, via the buses going up and down Park Avenue.

Mr. Elliott stated that the next phase of the project will come in with more development as the City releases that project out for design. Phase 1 were the studies that were done to prove concept, the densities, and what the holding of the property would be. He noted that they took it into some detail to understand the different pieces. Seven or eight versions were studied to prove that this could work in Phase 2. He explained that Phase 1 was not about architectural design and expression, but more about the planning portions of the project.

Commissioner Joyce indicated the Phase 2 area shown on the screen and the larger buildings on both side. He stated that in a topo view from Empire they looked like

single family houses on both sides. Mr. Elliott indicated the Acorn property, and Sweetwater across the street. There were other large and dense units. Moving further up was the Marriott Mountainside. Commissioner Joyce clarified that in terms of the continuity of mass and scale, he was looking at the other side of the street, and not the Marriott that was a parking lot away. Mr. Elliott pointed to undeveloped parcels, which he anticipated would be developed at some point. He indicated lodge-type resort housing in another location.

Chair Strachan remarked that the zone was RC, Resort Commercial and those single family homes were built in the RC zone. He recalled that the Planning Commission had this discussion several times with the affordable housing project at 1440 Empire. He commented on existing multi-unit developments going down Empire further to the north. Chair Strachan did not think they could say that everything on that street was single-family, but they also could not say that everything on that street were like the stacked-flats building. There was not a consistent pattern. Mr. Elliott agreed. He remarked that they primarily looked at how to make the transition to the Resort.

Mr. Elliott commented on issues that were raised at the last meeting regarding sound transmission, and solar glare. He had provided additional information to help address those issues, and that information was included in the Staff report.

Mr. Elliott presented the survey and the existing conditions report. He indicated the fire station and the currently vacant parcel, a garage made of concrete block and a historic structure. Mr. Elliott had highlighted the snow storage locations. They have the ability to push the parking lot snow and they have additional snow storage space. Spaces on the side of the primary circulation route goes from Woodside to Park Avenue provides a place to keep the sidewalk clear through that space.

Mr. Elliott recalled discussions during the work session in terms of what they were trying to do with the townhomes and the parking areas located to the north. He indicated where the townhomes were located where the development was concentrated. Mr. Elliott stated that they had assessed the property and derived a couple of different approaches. One was a baseline approach that carves up individual single-family or duplex units along Woodside and Park Avenue. As they looked at it, they realized they would end up with a series of garage doors and entry doors, which resulted in a garage barrage experience that separates people from the street and does not contribute to building a community. They studied a number of different approaches and came up with the idea of creating townhouses that had a parking area to the north, and created covered parking that could be used to generate electricity with solar panels. That allows for porches, stoops and front doors on Woodside and on the open space that was created as a common green area. It will allow porches on the back of the historic

houses and the smaller single family, and maintain them along Park Avenue. Mr. Elliott remarked that the intent was not to just build a place to house people. The goal was to create a community in this location. In order to do that they took away all the things that tend to push people away from each other and consolidated the parking into one location. Mr. Elliott explained that going through the MPD process allowed the removal of all the driveways, which would have had cars parked on them. There would have been a garage with one car, and a second car between the property line and the garage. Six to eight cars would have been parked in the driveways along Woodside Avenue. Instead, they put all the cars in the parking lot. Mr. Elliott believed the small exception they were asking for on the corner for the setback outweighed the six to eight cars that would have been parked in the setback. Mr. Elliott wanted the Commissioners to understand why they approached it this way from a design perspective and why he believes it improves the quality of that space.

Mr. Elliott recalled that at the last meeting they talked about the densities, how the units are configured, how they work and how they are interlocked. There are four two-bedroom townhouses that are two-stories and one studio that is interconnected that accesses on one side or the other. He noted that the entries were flipped. There is a townhouse entry on Woodside, and a studio entry off the common green area. Another slide shows a studio having a porch and entry off of Woodside and the townhouse entering off of the greenspace. Since they were all coming from the parking lots, sidewalks service both sides. Mr. Elliott remarked that they were able to create variety in the building shape and form, create interest on each side, and provide a different experience from studio to townhouse. He thought it was an interesting way to create a different dynamic in that space in terms of design and use.

Mr. Elliott provide overall aerial images of the project. He presented a short video of the exterior, as well as a video that showed the interior of one of the townhouses and one of the studios. He believed the videos would help the Commissioners understand how the project functions. Mr. Elliott noted that all the furnishings in the studios are built in, which helps to provide quality space in a small studio space. Mr. Elliott used another video to walk through the project using the sidewalks and going to the parking area.

Mr. Elliott reiterated the reasons behind this design concept, and the goal to connect the base area of the Park City Resort to the overall town.

Commissioner Suesser asked Mr. Elliott to point out the access to the storage area that was underneath each unit. Mr. Elliott replied that it was exterior access that comes in between the parking area on the north side. It is a covered entrance where people can come in and out with their gear. Commissioner Joyce asked if there was storage for four townhouses or whether the studios also have storage underneath their unit. Mr.

Elliott assumed the studio units would be included in that storage space. He stated that the space had not yet been divided up, but here was plenty of room to accommodate the entire project.

Commissioner Joyce stated that Commissioner Band had asked him to find out if this parcel was in the flood zone. Mr. Elliott stated that it was currently in the flood zone but it was mapped to be out of it if that change actually occurs with the Corp. Assuming that it does not change, Commissioner Joyce asked if there was a plan for handling flood insurance. Mr. Elliott replied that it was designed such that all of the main living spaces are above the flood plain. Certain types of uses can be in the flood zone and they had already met with the City Engineer.

Commissioner Joyce asked about flood insurance. Rhoda Stauffer explained that by law the HOA would have to hold the flood insurance. Commissioner Joyce assumed it would be bundled with the HOA fee for the residents.

Commissioner Joyce asked if the studio renters would pay HOA fees and taxes, or whether it would be strictly a rental arrangement and the townhouse owners pays the fee and taxes. Jason Glidden replied that the concept is to treat the townhome and the studio as one large unit. The studio is a rental, but owned by the owner of the townhome. The townhome owner would assume those expenses, similar to any other property with an auxiliary unit or room that is rented out.

Commissioner Joyce commented on a question in the Staff report where the Planning Commission previously asked the applicant to provide an explanation of the multi-unit dwelling ownership/studio unit allocation. He noted that the applicant had provided the answer. Commissioner Joyce did not understand the mechanics of how renting the studio would work. For example, if he qualifies for a townhouse and he wants to rent his studio, it appears that he would be limited to who he could rent to because they can only earn 30-60% of the AMI, must be working full-time in the school district boundary, and the rent varies based on salary and the AMI percentages. Commissioner Joyce stated that as a townhome owner he could not certify where someone works or their salary. In addition, he would not want to rent to the person who could only afford to pay $515 when he could rent to another person who can pay $1,024.

Ms. Stauffer replied that there would be an application process that the City would help administer and evaluate. Commissioner Joyce asked if the City would be picking the renter. Mr. Glidden thought it was important to understand that the purpose of this concept is to make sure they were getting affordable housing, and at the same time creating affordable rental units. Commissioner Joyce understood the goal, but he thought they were putting the rental responsibilities on to four individuals versus the City

managing it. They would be required to do things that individual owners do not normally have the right to do when they rent space. Mr. Glidden pointed out that Ms. Stauffer had said the City would help and assist in the application and verification of the applicants. There needs to be assurance and compliance to make sure the units are being used for the intended purpose of an affordable rental unit. The deed restrictions and the City assisting with the vetting process will take some of the burden off of those homeowners.

Commissioner Joyce reiterated his concern that even with City assistance, it would be burdening individual homeowners in an awkward way. The rent is variable based on salary and not market value. Ms. Stauffer clarified that the rents were not set yet, but they would be set before the townhomes units are sold. The rent would not be variable for the unit owner. What Commissioner Joyce was referring to in the Staff report was a range, but they had not determined what the specific rent would be within that range. Commissioner Thimm asked if the studio units would all rent for the same amount. Ms. Stauffer thought it was very likely that they would.

Assistant City Attorney McLean advised the Planning Commission to focus the conversation on the MPD. She noted that the actual rental program was a decision by the City Council and it was out of their purview. Commissioner Joyce agreed to a point. However, the Planning Commission was being asked to look at a very strange structure that was part of the design implementation. It would be the owner's tenant, not the City's tenant, and there were significant responsibilities attached to the implementation.

Commissioner Joyce clarified that he did not have issues with the buildings and he thought the project looked very nice; but he seriously questioned whether the proposal for the townhome and studio units was viable. He was unsure how forcing deed restrictions could possibly be managed. Commissioner Joyce believed this was part of the MPD discussion.

Mr. Glidden remarked that another goal was a source of revenue for the owners to help make the townhome units affordable. That was a main goal in addition to creating affordable apartment units. Ms. Stauffer stated that in other models where this has been done successfully for many years, it is viewed as a wealth building model for the person who buys the double unit. It is not nearly as restrictive as Commissioner Joyce suggests, and it works very well. She pointed out that the websites listed in the Staff report should provide more details on how it works across the nation.

Commissioner Joyce understood the rental piece of the affordable housing, but he thought the deed restriction, the requirement to work in Park City, and the salary income limits lead to another set of questions and issues.

Community Development Director, Anne Laurent, was willing to take these policy issues to the next level, and she did not believe it affected the design choices presented this evening. Ms. Laurent agreed that there was a lot to consider to make sure there were options; for example, allowing a family member to live there without charging rent. If there were problems selling the units, that would show up at the time of application, and the City would have to revisit the policy at that point. Ms. Laurent reiterated that these were policy questions that would not affect the design. She suggested that the Commissioners document their concerns and the Staff would take them to the next level as they move forward.

Chair Strachan opened the public hearing on the MPD, the plat amendment and the two CUP applications.

There were no comments.

Chair Strachan closed the public hearing.

Chair Strachan liked the direction this was going and thought the planning was remarkable. He appreciated being informed looking forward to Phases 2 and 3, because it helps him understand what they are doing overall in a broader perspective. Chair Strachan felt his concerns at the last meeting had been addressed.

Chair Strachan still struggled with the covered parking area, even though it would be solar. In his opinion it did not look like Park Avenue or Woodside, and he could think of nowhere else on Park Avenue or Woodside that had it. If the intent was to design something unique and desirable for the City, he believed they had designed it to the maximum. Chair Strachan stated that he had a difficult time coming to a compatible conclusion on the parking. However, overall he thought the benefits of the project outweigh any compatible issues. He also recognized that they were mitigating it with solar.

Mr. Elliott stated that during the public comment sessions they held on the project, the abutting neighbors were excited to have the parking rather than adjacent buildings because it left the open space to the west and their views of the mountain unobstructed.

Chair Strachan remarked that another more expensive option would be underground parking. Commissioner Phillips asked if underground parking had been discussed. Mr. Elliott replied that they had looked at underground parking, but that area is very flat and it was difficult to find a plan that worked.

Chair Strachan agreed with Ms. Laurent and Ms. McLean that the Planning Commission should not be involved in policy discussion. The MPD section of the LMC envisions mixed rental and owner/occupant projects. A requirement to be economically feasible is not one of the MPD findings that the Planning Commission needed to make, and he did not feel qualified to render an opinion. He deferred that decision to Ms. Stauffer, Mr. Glidden, and Staff.

Planner Suesser stated that she had the same concerns about the parking structure because it is unusual. She was pleased that they had explored below ground parking; however, she assumed being in the flood plain was also an issue for underground parking. Planner Suesser had similar concerns as Commissioner Joyce regarding the structure of the studio apartments, but she held her comments since they were not going to address the policy issue. Overall, she thought it was a good-looking project.

Commissioner Phillips agreed with the comments regarding parking; but understanding why it is there and what it achieves, it was a very good decision. He was pleased to know that the neighbors supported it. Commissioner Phillips noted that the applicant came back with the correct information after hearing their comments at the work session. He commended the architects on a well-designed project. Commissioner Phillips thought it would be an active space and he was excited about the project.

Commissioner Phillips was not aware of the timing for Phase 2, but if it is more than a two-year delay from the completion of Phase 1 to the beginning of Phase 2, he would like the City to explore doing a temporary set of stairs to activate the connection to Park Avenue and City Park. Chair Strachan and Commissioner Suesser concurred. Commissioner Phillips stated that in his four years on the Planning Commission this ranked with some of his favorite projects and he was excited about it.

Commissioner Joyce stated that in another project they talked about electric car charging. He noted that the City is pushing people towards electric cars, and if electric cars take off the way the manufacturers are pushing, having one E-charging space was not sufficient. Commissioner Joyce asked if the City had a plan for five or ten years down the road when 70% of people have electric cars.

Mr. Glidden stated that they continue to work with the Environmental Sustainability Manager, and he was currently working to find the best solutions and options for charging stations. The plan would be to stub out for that so they could install whatever the Sustainability Manager decides is the proper approach for these units. Mr. Glidden remarked that it was a City Council priority to include that in the designs moving

forward. He pointed out that charging stations were not designed into this project as of yet, but it has been discussed. Being a parking lot, it would be easy to add it.

Mr. Elliott remarked that they also talked about car sharing as an option in that location. There are several things in the process they have been trying to get input on as they get into the construction documents.

Commissioner Joyce would like the City to take the lead in setting a good example as part of their bigger development projects. He thought it was important to plan for it now rather than waiting until there is a need.

Director Erickson stated that if the rest of the Commissioners agreed, they could make a recommendation that the City put in the basic infrastructure. The could add transformers and conduit, but not wire the charging stations until they have been selected.

Commissioner Thimm stated that in terms of EV stations, as long as there is a PV array to support it, it would be good. If the City requires EV stations which involves plugging a car into a cold fired power plant, he has read studies that indicate it could potentially worsen the carbon footprint. Director Erickson replied that Sustainability, Housing, and Planning were trying to address the issue of plugging into a cold fired plant. However, he thought it was appropriate to prepare the basic infrastructure. Commissioner Thimm agreed with putting in the infrastructure. Director Erickson stated that once the infrastructure is resolved, they could deal with the other issues moving forward. Commissioner Thimm requested that they add that stipulation.

Commissioner Joyce thought the applicant had addressed the snow storage issues. However, he noted that one of the two roofs sluffs out into the parking lot, and the other one sluffs out on to the sidewalk that everyone will use to and from the parking lot. Commissioner Joyce asked for an explanation of how the snow storage would work. Mr. Elliott explained that they would have a snow management plan. The sloped roof is relatively flat and the solar panels would help melt the snow on the roof. One reason for locating the snow storage at the end of the parking was to reduce some of the issues encountered in a typical parking lot where they have to move cars to remove the snow. Mr. Elliott remarked that the snow storage is set up to be managed relatively easy.

Commissioner Joyce stated that his primary concern was with the one that dumped the snow into the sidewalk between the parking and the townhouses. Mr. Glidden stated that the City Staff had the same concern when they looked at the design. Based on some of the calculations with the pitch of the roof and how far that sidewalk is off of

those buildings, they were comfortable that the snow would not come on to the sidewalk area. Mr. Elliott showed the section through the townhomes, and the snow coming off and projecting. He indicated the walkway and showed how the opening was protected with a roof. He explained that the way snow is calculated it does not shoot straight off across. He thought they had addressed most of those issues when they looked at the details. Mr. Elliott pointed out that there are always unexpected conditions, but for the majority of the time this was a good solution.

Commissioner Thimm thought the planning was very well done and it achieves excellent goals from massing and desirable locations for the various densities. Creating the mid-block connection and the circulation are important issues and he was grateful for what was achieved. Commissioner Thimm thought the openings and doorways on different sides of the building support a community environment and are attentive to that goal. He believed that was an excellent part of the design.

Commissioner Thimm stated that as he looked at the project, he saw the PV array as a positive because it shows a commitment to sustainability that they want to endorse in the community. With respect to the structure of the townhomes/studio units, in looking at affordable housing and finding solutions, he believed that thinking out of the box and creating solutions that provide opportunities that might not otherwise exist is very positive. He would like the City Council to look into a way to monitor the structure year to year or across a specified time period to determine its actual success for this community.

Commissioner Campbell thought it was obvious that a lot of thought went into a great plan. He agreed that when they give approval to a multi-phased project it helps if they can see a rough outline of what the rest of the project will look like; understanding that the applicant retains the right to make changes. It helps to see the overall plan and he thanked them for providing it.

Commissioner Campbell echoed the comments regarding electric cars. He is a builder and he has not built a house in the last five or six years that did not have a 100-amp car charging station. A knows that a lot of people only put in 30 or 40 amps but that is not enough. If they multiply the number of car spaces by 100 amps it would be difficult to retrofit for it later. Commissioner Campbell recommended that they plan for it in advance and he supported the idea moving forward. He believed that the power issue would be sorted out and resolved at a higher level.

Commissioner Campbell thought there was more need for affordable rentals than affordable ownership. He suggested that for these units or in other projects, that they consider selling the units to people who might want to own them but not occupy them.

However, most people would not want to manage the rental aspect and he suggested that the City put a management structure in place that would manage the hassle of renting for the owners. He would like the City to look into whether or not that was feasible.

Chair Strachan understood that there was agreement for putting in the infrastructure for EV capability, and he recommended that they also include E-bikes. Director Erickson suggested that they make that recommendation and let the City and the applicant determine the best way to handle it.

Commissioner Joyce commented on the second phase. He thought it looked like they were bringing in all the traffic to the underground parking and the garage parking off of Woodside. Since Woodside is another substandard road, he asked if they had looked at the impacts. Mr. Glidden stated that the City was in the early stages of getting ready to release a new RFP for the design of this property. They could definitely look at it.

Commissioner Joyce clarified that when they look at other projects like King's Crown and Treasure Hill, they try to anticipate all the upcoming projects that will put traffic on to those intersections. If this project intended to filter one or more of its larger density pieces out on to Empire or even Woodside, that would be important to know for the other discussions. Mr. Elliott explained that it was put on Woodside because of an elevation issue. In addition, the turning radius of all the bus routes was right on that intersection and having a driveway in that location was not safe. For those reasons the access point coming from Woodside seemed to be the best place, but they have not looked beyond those reasons.

Community Development Director Laurent stated that they would be looking at traffic impacts and working with the City Engineer.

Ms. Laurent also clarified that when they do deed-restricted affordable housing it has to be owner-occupied. If it is a rental project it must be long-term rentals. They are focusing the development on permanent residents in the community. Commissioner Joyce did not believe that changed the traffic numbers. Director Erickson replied that it affects trip generation. A permanent house has a different trip generation rate than a condominium. However, in their review the Staff has said that the Phase 2 MPD restricts driveway accesses on to Empire and Woodside and; therefore, reduces the friction of the people trying to back out onto those street. The density is not over the what the RC density allows in that location, and the trip generation is already in the models. It just reduces the friction by reducing the driveways.

Commissioner Joyce asked if the traffic information provided by Alfred Knotts and Matt Cassel during the Treasure Hill discussion included this project. Director Erickson stated that he would verify it, but he believed they used the baseline density for trip generation, which is the RC zone densities.

Director Erickson noted that the motion for the MPD should include the addition of two conditions of approval. 1) That the basic infrastructure for electronic charges to be installed in the parking lot and for e-chargers to be installed at a later date. 2) An e-bike location should be located somewhere on the site.

Planner Tyler asked if they wanted the e-bike locations in place on the day the units are sold or whether it was just a general plan. Chair Strachan thought the need would drive itself.

MOTION: Commissioner Joyce moved to APPROVE the Master Planned Development for the Woodside Park Affordable Housing Project Phase I with a recommendation to provide the basic power required for e-charging cars, based on the Findings of Fact, Conclusions of Law and Conditions of Approval. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously. Commissioner Band was not present for the vote.

MOTION: Commissioner Joyce moved to forward a POSITIVE recommendation to the City Council for the Woodside Park Subdivision Phase I located at 1333 Park Avenue, 1353 Park Avenue, and 1364 Park Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously. Commissioner Band was not present for the vote.

MOTION: Commissioner Suesser moved to APPROVE the Conditional Use Permit for the Multi-unit dwelling unit at 1353 Park Avenue, The Woodside Park Affordable Housing Project, Phase 1, based on the Findings of Fact, Conclusions of Law and Conditions of Approval described in the Staff report. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously. Commissioner Band was not present for the vote.

MOTION: Commissioner Suesser moved to APPROVE the Conditional Use Permit for the parking area with five or more spaces with regard to 1353 Park Avenue, the Woodside

Park Affordable Housing Project Phase I, based on the Findings of Fact, Conclusions of Law and Conditions of Approval described in the Staff report. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously. Commissioner Band was not present for the vote.

Findings of Fact – MPD – Woodside Park Affordable Housing Phase I

1. The proposed site location consists of 1333 Park Avenue ("Significant" Single-Family Dwelling), 1353 Park Avenue (the former Park Avenue Fire Station parcel), and 1364 Woodside Avenue (vacant lot)
2. The site is known as the Woodside Park Affordable Housing Project Phase I.
3. Phase I of the Woodside Park Affordable Housing Project will consist of 10.68 Unit Equivalents to be located between Woodside Avenue and Park Avenue. The scope will include: Demolition of the former Park Avenue Fire Station; Four (4) Single-Family Dwellings; An eight-unit (8-unit) Multi-Unit Dwelling; A Thirteen-car (13-car) Parking Lot and an Access Easement running east-west.
4. During a Work Session on August 25, 2016, City Council provided the Lower Park Avenue Affordable Housing Project Team (Elliot Workgroup, Economic Development, Housing, Planning, and Community Development) with direction to pursue a preferred concept for affordable housing on the former Park Avenue Fire Station Parcel.
5. At the October 20th, 2016 meeting, City Council provided affirmative direction to pursue the preferred concept, as amended, and begin the Land Use process.
6. The Project Team met weekly to develop the required Land Use application submittals and conduct further LMC pre-reviews with Planning Department staff as required by the Land Management Code 15-6-4.
7. There are eight (8) applications total for the entire scope of Phase I.
8. On January 26, 2017 Elliot Workgroup submitted the MPD application as the representative for Park City Municipal Corporation. The application was deemed complete on March 2, 2017 after staff worked with the applicant on the requirements for the submittal.
9. The Planning Commission reviewed and continued this Master Planned Development application during a Work Session on July 12th, 2017. The Planning Commission held a public hearing and continued the Master Planned Development application on July 26th, 2017.
10. On June 28th, 2017, July 12th, 2016, August 9th, 2017 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on June 24th, 2017, July 8th, 2017, and August 5th, 2017 according to requirements of the Land

Management Code.
11. At the July 12th, 2017 Work Session, the Planning Commission reviewed the entire scope of the project and discussed specific items with the applicant. The specific discussion items included, but were not limited to Snow storage, Area context on a neighborhood scale, Parking Requirements based on unit type, Solar panel glare, Other examples of similar Affordable Housing projects, and Sound mitigation between units of the Multi-Unit Dwelling.
12. On March 1, 2017, the Historic Preservation Board (HPB) reviewed the Historic District Design Review (HDDR) application and approved the Material Deconstruction and Relocation of the “Significant” Single-Family Dwelling at 1323 Woodside Avenue to 1353 Park Avenue.
13. On March 1, 2017, the HPB reviewed the HDDR application and approved the Material Deconstruction of the “Significant” Single-Family Dwelling located at 1333 Park Avenue.
14. The remaining HDDR applications are under review by Planning Staff pending additional modifications and/or reviews by Planning Commission for the Conditional
15. The proposal complies with Land Management Code (LMC) § 15-6-5(A) Density as the proposed Density of the MPD does not exceed the maximum Density in the zone. The proposed MPD consists of 5.25 Residential Unit Equivalents.
16. Land Management Code (LMC) § 15-6-5(B) Building Footprint is not applicable as the site is not located in the HR-1 or HR-2 District. The proposed MPD is located in the HR-M Zoning District.
17. The proposal complies with Land Management Code (LMC) § 15-6-5(C) Setbacks as Per LMC 15-6-5(C)(2), for parcels less than one (1) acre in size and located inside the HRM, HR-1, HR-2, HR-L, HRC, and HCB, Districts, the minimum Setback around the exterior boundary of an MPD shall be determined by the Planning Commission in order to remain consistent with the contextual streetscape of adjacent Structures.
18. The Woodside Park Affordable Housing Phase I MPD area is less than one (1) acre in size in the HRM Zoning District, therefore, the setbacks shall be determined by the Planning Commission.
19. The two (2) Single-Family Dwellings located on Lot 1 abutting Park Avenue (1343 Park Avenue and 1353 Park Avenue) shall have a 10 foot rather than the Zone required15 foot Front Yard Setback which is consistent with many of the existing single-family dwellings on Park Avenue (including the neighboring “Significant” Single-Family Dwelling located at 1359 Park Avenue).
20. The two (2) Single-Family Dwellings (1343 Park Avenue and 1353 Park Avenue) will comply with all other applicable Setbacks, will comply with the minimum Uniform Building Code and Fire Code requirements, does not increase project Density, maintains the general character of the surrounding neighborhood in terms of mass, scale and spacing between houses, and meets open space criteria set forth in

Section 15-6-5(D). No additional density is achieved by the decreased setback and all other requirements will still be met.
21. Parking Space 13 of the Parking Lot abutting Woodside Avenue on Lot 1 shall have a minimum Front Yard setback of12 foot 8 inches. The remainder of the Parking Lot will comply with all applicable Setbacks. Parking Space 13 encroaches into the Front Yard Setback by a maximum of approximately 2 feet 4 inches. The Parking Lot is compatible with the streetscape and is appropriately screened. The Carport Structure will comply with all applicable HRM Zone required Setbacks.
22. The Front Yard setback of 12 feet 8 inches for Parking Space will not result in greater project density and will be properly buffered/visually mitigated through vegetative and fenced screening that is compatible with the Design Guidelines for Historic Districts and Historic Sites.
23. The Setback for Parking Space 13 will result in an additional Parking Space for the project, which the project team is contemplating potential uses as electric car charging station, car-share, and other uses that are compatible with goals set forth in the General Plan (ex. Goal 5 - Environmental Mitigation objectives and implementation strategies). Parking Space 13 will allow for one (1) additional car to park off-street rather than on the street.
24. The proposal complies with Land Management Code (LMC) § 15-6-5(D) Open Space because the proposed MPD is considered a redevelopment of existing Development; therefore, the Planning Commission shall reduce the required open Use Permits.
space to 30% in exchange for project enhancements. The proposed MPD area is a total of 26,940 square feet. The applicant is proposing 52.41% Open Space which equates to 14,119 square feet.
25. The total required Parking Spaces of the entire project is 13.5 (14 when rounded to the next whole number) Parking Spaces. The total number of Parking Spaces provided by the project is 15 Parking Spaces.
26. The proposed MPD is providing one (1) additional Parking Space in excess of what is required by the Land Management Code.
27. The two (2) Historic Single-Family Dwellings located on Park Avenue (1333 Park Avenue and 1353 Park Avenue) do not have a Parking Requirement per LMC 15-2.4-6 Existing Historic Structures; therefore, no parking is provided for these structures.
28. The non-Historic Single-Family Dwelling located at1334 Woodside Avenue has a single-car garage and driveway providing the required two (2) parking spaces on its own site.
29. The Multi-Family Dwelling (1354 Woodside Avenue) and non-historic Single-Family Dwelling (1343 Park Avenue) combine for a total of 11.5 Parking Spaces required which will be provided in the 13-car Parking Lot.
30. One (1) of the Parking Spaces is ADA compliant for van accessibility in accordance

with the ADA requirements.
31. Per LMC 15-3-9 Bicycle Parking Requirements, the Multi-Unit Dwelling must provide at least three (3) bicycle Parking Spaces or ten percent (10%) of the required off-Street Parking Spaces, whichever is greater, for the temporary storage of bicycles. The applicant is proposing to provide five (5) Bicycle Parking Spaces.
32. The proposal complies with Land Management Code (LMC) § 15-6-5(F) Building Height because the proposed MPD complies with the Building Height requirements for the HRM Zoning District. No Height exception is requested.
Staff has provided analysis for the applicable criteria above:
33. The proposal complies with Land Management Code (LMC) § 15-6-5(G) Site Planning because; the units are sited in such a way that is compatible with other residential structures in the Historic District, specifically respecting the Historic rhythm and scale of the streetscape on both Woodside Avenue and Park Avenue; Due to the relatively flat topography, very little retaining will be necessary. All retaining walls on site are no higher than 4 feet in total height. All retaining walls will be stacked stone consistent with those found in the Historic District; Roads, utility lines, and Buildings are designed to work with the Existing Grade. Cuts and fills are minimized; The project scope includes an Access Easement running east-west which will link the City Park and Park Avenue bus stops to Woodside Avenue; ample snow storage areas are provided in accordance with the requirements of the LMC for the Access Easement, internal sidewalks, and Parking Lot; An enclosed trash and recycling structure has been provided on site which included a total of 12 cans (6 Recycling and 6 Trash).
34. The proposal complies with Land Management Code (LMC) § 15-6-5(H) Landscape and Street Scape because there is no existing significant vegetation. There is a landscape buffer for the Parking Lot and landscaping throughout the remainder of the project that is consistent with that found in the Historic District, including, but not limited to, natural turf, native grasses, deciduous trees, shrubs, and other alpine perennials.
35. Land Management Code (LMC) § 15-6-5(I) Sensitive Lands Compliance is not applicable as the site is not located within the Sensitive Lands Overly District.
36. Land Management Code (LMC) § 15-6-5(J) Employee/Affordable Housing is not applicable as Eleven (11) of the twelve (12) proposed units are designated as Affordable Housing.
37. Land Management Code (LMC) § 15-6-5(K) Child Care is not applicable as the scale of this project is minor and much less than the allowed Zone Density. The Park City Library has Child Care which is located within walking distance and there is significant open space within the vicinity and on the proposed project site (City Park, Library Park, etc.).
38. Land Management Code (LMC) § 15-6-5(L) Mine Hazards is not applicable as there are no known Physical Mine Hazards on the property.

39. Land Management Code (LMC) § 15-6-5(M) Historic Mine Waste Mitigation is not applicable as there are no known Physical Mine Hazards on the property. The site is within the Soils Ordinance Boundary and the site will have to meet the Soils Ordinance which is standard for all Development and is Condition of Approval #5 of the Plat Amendment.
40. The proposal complies with Land Management Code (LMC) § 15-6-5(N) General Plan Review as the proposed MPD fulfills the following Goals 3, 5, 7, 8, 15 of the General Plan and the applicable Objectives and/or Implantation Strategies of each as further described in the Analysis section of this report.
41. The proposal complies with Land Management Code (LMC) § 15-6-5(O) Historic Sites as the applicant submitted a Historic Preservation Plan and Physical Conditions Report for the Historic Single Family Dwellings located at 1333 Park Avenue and 1353 Park Avenue. 1333 Park Avenue will be rehabilitated and 1353 Park Avenue will be relocated from 1323 Woodside Avenue and reconstructed at the new site. As a part of the Plat Amendment application, Condition of Approval #4 requires that both structures (1333 Park Avenue and 1353 Park Avenue) shall have Façade Preservation Easements placed on them prior to sale to a new property owner. Both structures are already listed as “Significant” on Park City’s Historic Sites Inventory.
42. The property is located in a FEMA Flood Zone A.

<u>Conclusions of Law – MPD – Woodside Park Affordable Housing Phase I</u>.

A. The MPD, as conditioned, complies with all the requirements of the Land Management Code;
B. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 herein;
C. The MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission;
D. The MPD, as conditioned, strengthens and enhances the resort character of Park City;
E. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
F. The MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
G. The MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities;
H. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
I. The MPD, as conditioned, meets the Sensitive Lands requirements of the Land

Management Code. The project has been designed to place Development on the most developable land and least visually obtrusive portions of the Site;
J. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and
K. The MPD has been noticed and public hearing held in accordance with this Code.
L. The MPD, as conditioned, incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application.
M. The MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.
N. The MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.
O. The MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.

Conditions of Approval – MPD – Woodside Park Affordable Housing Phase I

1. The project shall fully comply with any provisions indicated in the LMC or approved MPD regarding lighting, trash/recycling enclosures, mechanical equipment, etc.
2. A conditional use permit is required for the Multi-Unit Dwelling and Parking Area of five (5) or more spaces prior to issuance of a building permit.
3. A development agreement as described in LMC Section 15-6-4(G) shall be ratified by the Planning Commission within 6 months of this approval and prior to issuance of a building permit for the project.
4. All vehicle access to the site shall be off of Woodside Avenue.
5. Parking Space Allocation within the Parking Area shall be established as a part of the CC&Rs.
6. The basic infrastructure for electronic charges to be installed in the parking lot and for e-chargers to be installed at a later date.
7. An e-bike location should be located somewhere on the site.

Findings of Fact – Plat Amendment – Woodside Park Affordable Housing Phase I

1. The property is located at 1333 Park Avenue, 1353 Park Avenue, and 1364 Woodside Avenue in the Historic Residential-Medium Density (HR-M) District.
2. The proposed site location consists of 1333 Park Avenue (“Significant” Single-Family Dwelling), 1353 Park Avenue (the former Park Avenue Fire Station parcel), and 1364 Woodside Avenue (vacant lot).

3. The subject property location currently consists of three (3) existing lots. Existing 1333 and 1353 Park Avenue are each single lots abutting both Park Avenue and Woodside Avenue. Existing 1364 Woodside Avenue consists of Lot 2 of the Sernyak Subdivision which was approved and recorded at Summit County in 2005.
4. The proposed Plat Amendment creates a three-lot (3-lot) subdivision from three (3) existing lots.
5. Existing 1364 Woodside Avenue and 1353 Park Avenue will be combined to create Lot 1. Existing 1333 Park Avenue will be subdivided halfway between Park Avenue and Woodside Avenue to create Lot 2 (abutting Park Avenue) and Lot 3 (abutting Woodside Avenue).
6. A portion (74.3 square feet) of the western boundary of existing 1353 Park Avenue will be dedicated as Right-of-Way for Woodside Avenue.
7. The east-west Access and Utility Easement will run along the southern boundary of Lot 1 and the northern boundary of Lots 2 and 3.
8. The Plat Amendment application was submitted on January 10, 2017 for the Woodside Park Subdivision - Phase I. The application was deemed complete on February 15, 2017 after staff worked with the applicant on the requirements for the submittal.
9. The minimum lot width in the HRM District is 37.5 feet; the lot width of Lot 1 will be 100.99 feet (east boundary) and approx. 167.5 feet (west boundary). The lot width of Lot 2 and Lot 3 is 41 feet each.
10. Per LMC 15-6-5(C) MPD Requirements - Setbacks, the minimum Setback around the exterior boundary of an MPD shall be twenty-five feet (25') for Parcels greater than one (1) acre in size. The Woodside Park Affordable Housing Phase I MPD area is less than one (1) acre in size, therefore, the applicant is requesting that the setbacks be reduced to that of the Zone Setbacks for all Uses.
11. For lots over 75 feet in depth, the required Front Yard Setback for the Single-Family Dwellings and the Parking Lot is 15 feet in the HRM Zoning District.
12. As a part of the Master Planned Development application, the applicant is requesting an additional Front Yard setback reduction for the two (2) Single-Family Dwellings located on Lot 1 abutting Park Avenue. The two (2) Single-Family Dwellings on Lot 1 are proposing 10 feet rather than the Zone required 15 feet Front Yard Setback which is consistent with many of the existing single-family dwellings on Park Avenue (including the neighboring “Significant” Single-Family Dwelling located at 1359 Park Avenue). No additional density is achieved by the decreased setback and all other requirements will still be met.
13. As a part of the Master Planned Development application, the applicant is requesting an additional Front Yard setback reduction for one (1) Parking Space of the Parking Lot abutting Woodside Avenue on Lot 1. The minimum Front Yard Setback for a Parking Lot is 15 feet in the HR-M Zoning District. The applicant is

proposing a Front Yard Setback for the Parking Lot of 15 feet on the south and 12 feet 8 inches on the north. Parking Space 13 encroaches into the Front Yard Setback by a maximum of 2 feet 4 inches. The Parking Requirement for the entire project requires that the Parking Lot provide 11.5 Parking Spaces (for complete Parking Analysis, please reference the MPD Staff Report in this Planning Commission Meeting Packet); therefore, Parking Space 13 is not required to fulfill a Parking Requirement.
14. If the Lot depth is 75 feet or less, then the minimum Front Yard 10 feet.
15. The required Front Yard Setback for the Multi-Unit Dwelling is 20 feet.
16. The required rear yard setback for the Single-Family Dwellings and the Parking Lot is 10 feet in the HRM District. The applicant is proposing a 10-foot rear yard setback for the Single-Family Dwellings and Parking Lot.
17. The required side yard setback for the Single-Family Dwellings is 5 feet in the HRM District. The applicant is proposing a minimum of 5 feet side yard setbacks for the Single-Family Dwellings.
18. The required side yard setback for the Multi-Unit Dwelling and Parking Lot is 10 feet in the HRM District. The applicant is proposing a minimum of 10 feet side yard setbacks for the Multi-Unit Dwelling and Parking Lot.
19. A single-family dwelling is an allowed use in the HRM Zoning District.
20. A Parking Lot and Multi-Unit Dwelling are Conditional Uses in the HRM Zoning District. The Conditional Use Staff Reports can be found within this Planning Commission meeting packet.
21. Staff finds good cause for this Plat Amendment as the proposed subdivision will create the necessary lot configurations for a compatible infill of Affordable Housing in the Historic District.
22. The site is not located within the Sensitive Lands Overly District. There are no known physical mine hazards. The site is within the Soils Ordinance Boundary and the site will have to meet requirements of the Soils Ordinance.
23. The Planning Commission reviewed and continued this Plat Amendment application on July 12th, 2017 and July 26th, 2017.
24. On June 28th, 2017, July 12th, 2016, August 9th, 2017 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on June 24th, 2017, July 8th, 2017, and August 5th, 2017 according to requirements of the Land Management Code.
25. Property is located in a FEMA Flood Zone A.
26. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

<u>Conclusions of Law – Plat Amendment – Woodside Park Affordable Housing Phase I</u>

1. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding lot combinations.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. 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 – Plat Amendment – Woodside Park Affordable Housing Phase I

1. The City Attorney and City Engineer will review and approve the final form and content of the plat 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 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 request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The applicant shall dedicate a façade preservation easement to the City for the historic structures at 1333 and 1353 Park Avenue following their restoration and prior to sale of the historic buildings to private property owners.
4. The property is located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) boundary. Final construction must comply with requirements of the Soils Ordinance.
5. The applicant shall show and label their easement with Snyderville Basin Water Reclamation District (SBWRD) on the plat amendment.
6. A ten feet (10') wide public snow storage easement will be required along the Park Avenue and Woodside Avenue frontage of the property.
7. No vehicular access or curb cuts are allowed from Park Avenue.
8. Modified 13-D sprinklers,
9. All at grade utility facilities for this development shall be located on the property and not in the adjacent ROW.

Findings of Fact – CUP for Multi-unit dwelling–Woodside Park Affordable Housing Phase 1

1. The proposed site location of the Woodside Park Affordable Housing Project – Phase I, consists of 1333 Park Avenue ("Significant" Single-Family Dwelling), 1353 Park Avenue (the former Park Avenue Fire Station parcel), and 1364 Woodside Avenue (vacant lot).
2. The property is located in the Historic Residential-Medium Density (HR-M) Zoning District.

3. Per LMC 15-2.4-2(B) Conditional Uses, a Multi-Unit Dwelling is a Conditional Use. In the HR-M District, Conditional Uses are subject to review according to the Conditional Use Permit Criteria set forth in LMC 15-1-10 and LMC 15-2.4-3 Conditional Use Review (HR-M).
4. The Conditional Use Permit applications were submitted on January 26, 2017 for the Multi-Unit Dwelling and Parking Area (Parking Lot) with five (5) or more spaces. The applications were deemed complete on February 6, 2017.
5. The Multi-Unit Dwelling will contain eight-units (8-units) and will be located at 1354 Woodside Avenue (the current legal address is 1353 Park Avenue).
6. The site is located in a FEMA Flood Zone A.
7. There are eight (8) applications total for the entire scope of Phase I.
8. A Historic District Design Review (HDDR) application has been submitted for the Parking Lot and Multi-Unit Dwelling. The application is under review pending Planning Commission review of the Conditional Use Permits.
9. The applicant has submitted a Plat Amendment application for the Woodside Park Phase I Subdivision creating a 3-lot subdivision. The Multi-Unit Dwelling and Parking Lot will be located on Lot 1 of the proposed Woodside Park Phase I Subdivision.
10. The Lot containing the Multi-Unit Dwelling is 20,752.11 square feet.
11. The Multi-Unit Dwelling will be Deed Restricted affordable housing.
12. The Multi-Unit Dwelling contains eight (8) units. There will be four (4) units ranging from approximately 1177 square feet to 1194 square feet and four (4) units ranging from approximately 258 square feet to 265 square feet.
13. In total, the entire Woodside Park Affordable Housing Project requires 13.5 Parking Spaces to fulfill the Parking Requirement. Two (2) of the required 13.5 Parking Spaces will be provided on Lot 3 as a part of the Single-Family Dwelling design at 1334 Woodside Avenue. The Parking Lot will then fulfill the remaining 11.5 Parking Spaces. The Multi-Unit Dwelling requires ten (10) Parking Spaces. The Parking Lot contains a total of 13 Parking Spaces.
14. There are no unmitigated impacts to LMC 15-1-10(E)(1) Size and location of the site, as the Lot containing the Multi-Unit Dwelling is 20,752.11 square feet. Per LMC 15-2.4-4 Lot And Site Requirements, Developments consisting of more than four (4) Dwelling Units require a Lot Area at least equal to 5,625 square feet plus an additional 1,000 square feet per each additional Dwelling Unit over four (4) units. All Setback, height, parking, Open Space, and architectural requirements must be met.
15. There are no unmitigated impacts to LMC 15-1-10(E)(2) Traffic considerations including capacity of the existing Streets in the Area, as the proposed design meets the requirements for parking and the proposed Density of the entire MPD Project, is less than what is permitted under the LMC.
16. There are no unmitigated impacts to LMC 15-1-10(E)(3) Utility capacity, the applicant has submitted a Utility Plan and reached out to local utility agencies for

their initial review. No issues have been identified at this time.
17. There are no unmitigated impacts to LMC 15-1-10(E)(4) Emergency vehicle access as Emergency vehicles will access the site directly from Woodside Avenue and Park Avenue. No issues have been identified at this time. The access easement will be thickened concrete capable of supporting emergency vehicles.
18. There are no unmitigated impacts to LMC 15-1-10(E)(5) Location and amount of off street parking, as the Parking Lot contains a total of 13 Parking Spaces.
19. There are no unmitigated impacts to LMC 15-1-10(E)(6) Internal vehicular and pedestrian circulation system, as Vehicular access to the site is from Woodside Avenue, a public road. Pedestrian access is from Woodside Avenue and Park Avenue. The project scope includes an Access Easement running east-west which will link the City Park and Park Avenue bus stops to Woodside Avenue, eventually creating a pedestrian thoroughfare to Park City Mountain Resort after Phase II is completed.
20. There are no unmitigated impacts to LMC 15-1-10(E)(7) Fencing, Screening and landscaping to separate the Use from adjoining Uses, as Fencing and/or screening has been proposed for the Parking Lot.
There are no unmitigated impacts to LMC 15-1-10(E)(8) Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots, as the proposed Multi-Unit Dwelling has broken up the perceived Building mass and bulk by adding articulation in the west (front) façade. The Building, as viewed from the exterior, has been broken up into smaller modules to appear like a series of smaller buildings rather than a large mass.
21. There are no unmitigated impacts to LMC 15-1-10(E)(9) Usable Open Space, as the proposal complies with the Open Space requirement as 14,119 square feet has been provided which equates to 52.41%.
22. There are no unmitigated impacts to LMC 15-1-10(E)(10) Signs and lighting, as the project has not yet proposed any signs for the project. The HR-M District allows signs as provided in the Park City Sign Code, Title 12.
23. There are no unmitigated impacts to LMC 15-1-10(E)(11) Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing, as the proposed design is architecturally compatible with all surrounding structures.
24. There are no unmitigated impacts to LMC 15-1-10(E)(12) Noise, vibration, odors, steam, or other mechanical factors that might affect people and property Off-site, as the applicant will be required to meet all standards and codes in regards to mechanical systems. Mechanical factors beyond normal scope are not expected from a project of this type.
25. There are no unmitigated impacts to LMC 15-1-10(E)(13) Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas, as the Service area (which would include trash receptacles) is located near the

Parking Lot in an enclosed structure. Delivery and service vehicles outside of trash collection are not anticipated.
26. There are no unmitigated impacts to LMC 15-1-10(E)(14) Expected Ownership and management of the project as primary residences, Condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities, as this Multi-Unit Dwelling and Single-Family Dwelling abutting Park Avenue are expected to be deed restricted as a Condominium Project under individual ownership and will be compliant with the Affordable Housing Resolution. The Parking Lot will facilitate parking spaces for these structures.
27. There are no unmitigated impacts to LMC 15-1-10(E)(15) Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site, as the site is not located within the Sensitive Lands Overly District.
28. There are no unmitigated impacts to LMC 15-1-10(E)(16) Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding, as the proposed MPD fulfills the following Goals, Objectives, and/or Implantation Strategies of the General Plan.
29. There are no unmitigated impacts to LMC 15-2.4-3(A) as the proposed Parking Lot has been screened in such a manner to mitigate any negative visual impacts from the Public Right-of-Way.
30. There are no unmitigated impacts to LMC 15-2.4-3(B) as the Parking Lot will be constructed on vacant lots. No Historic Structures are physically impacted by the Conditional Uses.
31. There are no unmitigated impacts to LMC 15-2.4-3(C) as the Multi-Unit Dwelling is new construction.
32. There are no unmitigated impacts to LMC 15-2.4-3(D) as the Multi-Unit Dwelling complies with the Design Guidelines for New Construction, specifically the Universal Guidelines and the Mass, Scale, and Height provisions of B. Primary Structures. The scale and height of the proposed building follows the predominant pattern of the neighborhood, especially with the use of the 12:12 pitch roof form.
33. There are no unmitigated impacts to LMC 15-2.4-3(E) as the Parking for this CUP is based on the size of the units as indicated table LMC 15-3-6.
34. There are no unmitigated impacts to LMC 15-2.4-3(F) as the applicant has proposed ample vegetative screening for the Parking Lot which can be seen in the Landscape Plan (Sheet MPD-L200 in Exhibit A) and the Architectural Drawings for the Parking Lot.
35. There are no unmitigated impacts to LMC 15-2.4-3(G) as the applicant is proposing a six foot (6’) fence which is intended to screen the Parking Lot and internal areas of the development from the residential property owners to the north of the subject property. In addition, the applicant is proposing a four foot (4’) fence which is intended to screen the Parking Lot from view from the Public Right of Way.

36. There are no unmitigated impacts to LMC 15-2.4-3(H) as the proposed utility equipment and service areas are enclosed and screened.
37. The Planning Commission reviewed and continued the Conditional Use Permit applications on July 12th, 2017 and July 26th, 2017. There was no discussion from the Planning Commission regarding the Conditional Use Permits at either of the meetings.
38. On June 28th, 2017, July 12th, 2016, August 9th, 2017 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on June 24th, 2017, July 8th, 2017, and August 5th, 2017 according to requirements of the Land Management Code.
39. The Findings in the Analysis section of this report are incorporated herein.

Conclusions of Law – CUP for Multi-Unit Dwelling-Woodside Park Affordable Housing

1. The application complies with all requirements of the LMC and satisfies all Conditional Use Permit review criteria for a Multi-Unit Dwelling as established by the LMC 15-1-10 and LMC 15-2.4-3(E) Conditional Use Review (HR-M).
2. The Use, as conditioned, is Compatible with surrounding Structures in Use, scale, mass and circulation; and
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval – CUP for Multi-Unit Dwelling-Woodside Park Affordable Housing

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. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards, to include driveway and Parking Area layout, is a condition precedent to building permit issuance. An approved shoring plan is required prior to excavation.
4. A landscape plan is required to be submitted with the building permit. Changes to an approved landscape plan must be reviewed and approved by the Planning Department prior to landscape installation.
5. This approval will expire on July 12, 2018, if a complete building permit submittal has not been received, unless a written request for an extension is received and approved by the Planning Director prior to the date of expiration
6. Recordation of the Plat is required prior to building permit issuance.
7. Modified 13-D fire sprinkler system is required.

8. Any modification of approved unit layout which changes the number of bedrooms configuration or unit size will require amendment to Conditional Use Permit.
9. An approved tenant/owner parking management plan is required prior to building permit issuance that limits the occupant's vehicles per unit to those required in the LMC. Said plan must include a deed restriction and responsible party for enforcement.
10. All above grade utility facilities shall be located on the property and properly screened.

Findings of Fact – CUP for parking area of five spaces or more

1. The proposed site location of the Woodside Park Affordable Housing Project – Phase I, consists of 1333 Park Avenue ("Significant" Single-Family Dwelling), 1353 Park Avenue (the former Park Avenue Fire Station parcel), and 1364 Woodside Avenue (vacant lot).
2. The property is located in the Historic Residential-Medium Density (HR-M) Zoning District.
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3. Per LMC 15-2.4-2(B) Conditional Uses, a Parking Area with five (5) or more spaces (Parking Lot) is a Conditional Use. In the HR-M District, Conditional Uses are subject to review according to the Conditional Use Permit Criteria set forth in LMC 15-1-10 and LMC 15-2.4-3 Conditional Use Review (HR-M).
4. The Conditional Use Permit application was submitted on January 26, 2017 for the Parking Area (Parking Lot) with five (5) or more spaces. The application was deemed complete on February 6, 2017.
The Parking Lot will be located at 1364 Woodside Avenue and will contain 13 Parking Spaces. The site is located in a FEMA Flood Zone A.
5. There are eight (8) applications total for the entire scope of Phase I.
6. A Historic District Design Review (HDDR) application has been submitted for the Parking Lot. The application is under review pending Planning Commission review of the Conditional Use Permits.
7. The applicant has submitted a Plat Amendment application for the Woodside Park Phase I Subdivision creating a 3-lot subdivision. The Parking Lot will be located on Lot 1 of the proposed Woodside Park Phase I Subdivision.
8. The Lot containing the Parking Lot is 20,752.11 square feet.
9. In total, the entire Woodside Park Affordable Housing Project requires 13.5 Parking Spaces to fulfill the Parking Requirement. Two (2) of the required 13.5 Parking Spaces will be provided on Lot 3 as a part of the Single-Family Dwelling design at 1334 Woodside Avenue. The Parking Lot will then fulfill the remaining 11.5 Parking Spaces. The Multi-Unit Dwelling requires ten (10) Parking Spaces. The Parking Lot contains a total of 13 Parking Spaces.

10. The proposal complies with the Conditional Use Criteria set forth in LMC 15-1-10 and LMC 15-2.4-3 Conditional Use Review (HR-M).
11. There are no unmitigated impacts to LMC 15-1-10(E)(1) Size and location of the site, as The Lot containing the Parking Lot is 20,752.11 square feet. All Setbacks, height, parking, Open Space, and architectural requirements must be met. There is no minimum lot size for the Parking Lot.
12. There are no unmitigated impacts to LMC 15-1-10(E)(2) Traffic considerations including capacity of the existing Streets in the Area, as the proposed design meets the requirements for parking as indicated in the Section E. Off-Street Parking of the Master Planned Development and the proposed Density of the entire MPD Project, is less than what is permitted under the LMC.
13. There are no unmitigated impacts to LMC 15-1-10(E)(3) Utility capacity, the applicant has submitted a Utility Plan and reached out to local utility agencies for their initial review. No issues have been identified at this time.
14. There are no unmitigated impacts to LMC 15-1-10(E)(4) Emergency vehicle access as Emergency vehicles will access the site directly from Woodside Avenue and Park Avenue. No issues have been identified at this time. The access easement will be thickened concrete capable of supporting emergency vehicles.
15. There are no unmitigated impacts to LMC 15-1-10(E)(5) Location and amount of off street parking, as the Parking Lot contains a total of 13 Parking Spaces.
16. There are no unmitigated impacts to LMC 15-1-10(E)(6) Internal vehicular and pedestrian circulation system, as Vehicular access to the site is from Woodside Avenue, a public road. Pedestrian access is from Woodside Avenue and Park Avenue. The project scope includes an Access Easement running east-west which will link the City Park and Park Avenue bus stops to Woodside Avenue, eventually creating a pedestrian thoroughfare to Park City Mountain Resort after Phase II is completed.
17. There are no unmitigated impacts to LMC 15-1-10(E)(7) Fencing, Screening and landscaping to separate the Use from adjoining Uses, as Fencing and/or screening has been proposed for the Parking Lot.
18. There are no unmitigated impacts to LMC 15-1-10(E)(8) Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots, as the applicant does not exceed the Zone Height for any of the buildings in the Woodside Park Affordable Housing Project – Phase I.
19. There are no unmitigated impacts to LMC 15-1-10(E)(9) Usable Open Space, as the proposal complies with the Open Space requirement as 14,119 square feet has been provided which equates to 52.41%.
20. There are no unmitigated impacts to LMC 15-1-10(E)(10) Signs and lighting, as the project has not yet proposed any signs for the project. The HR-M District allows signs as provided in the Park City Sign Code, Title 12.
21. There are no unmitigated impacts to LMC 15-1-10(E)(11) Physical design and

Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing, as the proposed design is architecturally compatible with all surrounding structures.
22. There are no unmitigated impacts to LMC 15-1-10(E)(12) Noise, vibration, odors, steam, or other mechanical factors that might affect people and property Off-site, as the applicant will be required to meet all standards and codes in regards to mechanical systems. Mechanical factors beyond normal scope are not expected from a project of this type.
23. There are no unmitigated impacts to LMC 15-1-10(E)(13) Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas, as the Service area (which would include trash receptacles) is located near the Parking Lot in an enclosed structure. Delivery and service vehicles outside of trash collection are not anticipated.
24. There are no unmitigated impacts to LMC 15-1-10(E)(14) Expected Ownership and management of the project as primary residences, Condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities, as this Multi-Unit Dwelling and Single-Family Dwelling abutting Park Avenue are expected to be deed restricted as a Condominium Project under individual ownership and will be compliant with the Affordable Housing Resolution. The Parking Lot will facilitate parking spaces for these structures.
25. There are no unmitigated impacts to LMC 15-1-10(E)(15) Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site, as the site is not located within the Sensitive Lands Overly District.
26. There are no unmitigated impacts to LMC 15-1-10(E)(16) Reviewed for consistency with the goals and objectives of the Park City General Plan; however, such review for consistency shall not alone be binding, as the proposed MPD fulfills the following Goals, Objectives, and/or Implantation Strategies of the General Plan.
27. There are no unmitigated impacts to LMC 15-2.4-3(A) as the proposed Parking Lot has been screened in such a manner to mitigate any negative visual impacts from the Public Right-of-Way.
28. There are no unmitigated impacts to LMC 15-2.4-3(B) as the Parking Lot will be constructed on vacant lots. No Historic Structures are physically impacted by the Conditional Uses.
29. There are no unmitigated impacts to LMC 15-2.4-3(C) as the Parking Lot is new construction.
30. There are no unmitigated impacts to LMC 15-2.4-3(D) as the carport and Parking Lot comply with the Design Guidelines for New Construction, specifically the Universal Guidelines and the Mass, Scale, and Height provisions of B. Primary Structures.
31. There are no unmitigated impacts to LMC 15-2.4-3(E) as the Parking for this CUP is based on the size of the units as indicated table LMC 15-3-6.

32. There are no unmitigated impacts to LMC 15-2.4-3(F) as the applicant has proposed ample vegetative screening for the Parking Lot which can be seen in the Landscape Plan (Sheet MPD-L200 in Exhibit A) and the Architectural Drawings for the Parking Lot.
33. There are no unmitigated impacts to LMC 15-2.4-3(G) as the applicant is proposing a six foot (6') fence which is intended to screen the Parking Lot and internal areas of the development from the residential property owners to the north of the subject property. In addition, the applicant is proposing a four foot (4') fence which is intended to screen the Parking Lot from view from the Public Right of Way.
34. There are no unmitigated impacts to LMC 15-2.4-3(H) as the proposed utility equipment and service areas are enclosed and screened.
35. The proposed Parking Lot complies with the maximum height requirement of the HRM.
36. The proposed Parking Lot complies with the minimum Front Yard, Rear Yard, and Side Yard Setbacks.
37. The Planning Commission reviewed and continued the Conditional Use Permit applications on July 12th, 2017 and July 26th, 2017. There was no discussion from the Planning Commission regarding the Conditional Use Permits at either of the meetings.
38. On June 28th, 2017, July 12th, 2016, August 9th, 2017 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on June 24th, 2017, July 8th, 2017, and August 5th, 2017 according to requirements of the Land Management Code.
39. The Findings in the Analysis section of this report are incorporated herein.

<u>Conclusions of Law – CUP for five parking spaces or more</u>

1. The application complies with all requirements of the LMC and satisfies all Conditional Use Permit review criteria for a Parking Area as established by the LMC 15-1-10 and LMC 15-2.4-3(E) Conditional Use Review (HR-M).
2. The Use, as conditioned, is Compatible with surrounding Structures in Use, scale, mass and circulation; and
3. The effects of any differences in Use or scale have been mitigated through careful planning.

<u>Conditions of Approval – CUP for parking area of five spaces or more.</u>

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. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards, to include driveway and Parking Area layout, is a condition precedent to building permit issuance. An approved shoring plan is required prior to excavation.
4. A landscape plan is required to be submitted with the building permit. Changes to an approved landscape plan must be reviewed and approved by the Planning Department prior to landscape installation.
5. This approval will expire on July 12, 2018, if a complete building permit submittal has not been received, unless a written request for an extension is received and approved by the Planning Director prior to the date of expiration
6. Recordation of the Plat is required prior to building permit issuance.
7. Modified 13-D fire sprinkler system is required.
8. Any modification of approved unit layout which changes the number of bedrooms configuration or unit size will require amendment to Conditional Use Permit.
9. An approved tenant/owner parking management plan is required prior to building permit issuance that limits the occupant's vehicles per unit to those required in the LMC. Said plan must include a deed restriction and responsible party for enforcement.
10. All above grade utility facilities shall be located on the property and properly screened.

7. <u>227 Main Street – Appeal of Planning Director's determination that the site at 227 Main Street was not current in their assessment to the Main Street Parking Special Improvement District and does not comply with Land Management Code (LMC) 15-2.6-9(D) Pre-1984 Parking Exception.</u> (Application PL-17-03619)

Chair Strachan noted that this item was a quasi-judicial hearing. He outlined the procedure for this type of hearing, and pointed out that because this was not a legislative hearing public input is allowed.

Planner Grahn reported that the Planning Department was currently reviewing a Historic District Design Review application for the Star Hotel on Main Street. As part of the review they had to determine whether or not it complied with the Land Management Code. One of the issues being determined was whether or not it complied with parking. There is currently no parking on the site and the Planning Director made a determination that the applicant did not comply with LMC 15-2.69(D), as there was no evidence that the previous owners, the Rixey's, had made a payment in full to the 1984 parking assessment. Both the Staff and the applicant had provided exhibits with documentation about the parking assessment.

Planner Grahn stated that the Planning Commission has the responsibility to review the appeal as presented in the Staff report, and determine whether or not the Planning Director erred in his determination that the parking assessment had not been paid.

Todd Cusick, the manager and owner of Westlake Land, introduced Scott DeGraffenried, legal counsel with Holland and Hart, and Bryan Markkanen with Elliott Work Group.

Mr. Cusick presented a slide showing the first page of the Staff report, and pointed to the red underlining he had done to highlight specific language on the page. Mr. Cusick read the original language in the Staff report, "Planning Commission review of petitions of appeal shall be limited consideration of only those matters raised by the petition, unless Planning Commission, by motion, enlarges the scope of the appeal to accept information on other matters". Mr. Cusick asked if the petition referred to was the petition that Scott DeGraffenried filed on his behalf on July 17th, that was shown as Exhibit B on page 465 of the Staff report. Chair Strachan clarified that it was the Holland and Hall document dated July 17, 2017.

Mr. Cusick wanted it clear that Exhibit B was his petition. Planner Grahn stated that it was the petition appealing the Planning Director's determination. Chair Strachan asked if there were any other petition documents. Planner Grahn was not aware of any other documents.

Mr. Cusick identified what was inside of the petition. Item 1 was the preliminary statement. Item 2 was the statement of facts. The remaining items were issues that they were asking the Planning Commission to look at in their petition. Item 3 was the issue of whether the record was clear on whether or not the assessment was paid. Item 4 was their position that ordinance 5-74 has to be given a chance to work. Item 5 was whether the City has been equitably estopped, from assessing the rights in 5-74. Item 6 was whether the Section 15 fee was not properly measured, and therefore, unenforceable. Item 7 related to the fee framework and whether or not there are constitutional law issues. Item 8 was whether the fee is reasonable. Item 9 was whether the applicant, Westlake Land, should be charged with the fee. Item 10, whether or not there is an exemption that should be in play.

Mr. Cusick stated that in reading the first page of the Staff report and the directions for what should occur this evening, it was evident that there were seven issues to address. He thought the Staff report was very prejudicial, it overly narrows the issues and it is unfair to Westlake Lands as the applicant. For example, page 455 of the Staff report states that, "This appeal is only to decide if the owner established that there was payment in full of the Assessment of the Main Street Special Improvements District prior to January 1, 1984". Mr. Cusick pointed out that based on that statement the Staff believes there is only one issue to be decided this evening. He found that to be a problem because he believed they

needed to deal with six or seven issues. If the Planning Commission read the Staff report and thought they were fully informed, that was not the case. Mr. Cusick hoped that the Commissioners had also read Exhibit B, which was the petition document, and Exhibit A, which was Director Erickson's decision.

Mr. Cusick indicated other places he had underlined in the Staff report that he thought were leaps of logic. He reiterated that the language falsely says that the only issue for discussion was whether or not the payment was made. The language then leaps into several things that need to occur because there is no proof of payment. Mr. Cusick felt there were giant leaps of logic in the Staff report that were not true. It references LMC 15-3. He read from 15-3.2, "If any land, structure, or use is changed to create more off-street parking, the owner must provide such additional off-street parking for the new use". Mr. Cusick emphasized "if anything has changed". He stated that the Planning Commission would find out later in their presentation that they were not increasing parking with the proposal that has gone through the public comment period. Mr. Cusick stated that if you use the word "more", there has to be something to compare it to. That means they need to measure where they are right now to see if they are "more" in what they propose. He pointed out that Mr. DeGraffenried would explain where they are right now, and give the actual numbers. Mr. Cusick believed it was about a 60% decrease; not more.

Mr. Cusick stated that he objected to the way this appeal was framed, including the way the agenda was written. According to the agenda, the only item was whether or not the prior owner, Mrs. Rixey, wrote a check.

Mr. Cusick provide a brief background to help the Planning Commission understand his experience with this project. Over time he has been the owner of 205 Main Street, 221 Main Street and 227 Main Street. To put it in visual context, 205 is the new condominium project that was built in the pocket park area in between the Grappa and the Imperial. The next one, 221 Main Street is the Imperial. The next one is 227 Main Street, the Star Hotel. Mr. Cusick stated that he purchased the Star hotel because it was an eyesore. Mr. Rixey's son had no interest in doing anything with the property and it was an eyesore. He bought it because he wanted to improve the area.

Mr. Cusick remarked that one of the issues at hand was whether or not he, as the purchaser and landowner of the property, had sufficient notice about the issue they were here to talk about tonight. He bought the Imperial at 221 Main in July of 2013. Within six months he could see that 227 was going to be a problem for his property value. He struck up a friendship with Mr. Rixey, they worked a deal and he purchased the property. Mr. Cusick stated that when he bought 221 Main there was a note on his title report. He presented a slide of the title report and had underlined the only issue that was on the title report was the entry, "affidavit confirming ordinance levying the assessment of Main

Street…" He noted that it was Ordinance 5-74, as stated in their petition. Mr. Cusick stated that Ordinance 5-74 comes to life for him as an owner, through Entry 231175. When he received the notice he called Park City to ask what it was. He was told that it was the Special Improvement District where they built the Brew Pub. Other things were done to Main Street and those places had a place to park because they built the Brew Pub parking lot. Mr. Cusick stated that after that conversation he started looking through it in detail, and he was prepared to do the same for the Planning Commission this evening. He emphasized that 231175 was his notice about this issue, and he believed that any reasonable person could only come to the conclusion that 227 Main Street, the Star Hotel, followed ordinance 5-74 by what is public record and by what he was given as notice. Mr. Cusick thought it was important to understand that he had already gone through this once when he purchased 221 Main. He clarified that it was the only thing on his title report. There was nothing else regarding this problem.

Mr. Cusick presented the Star Hotel title report, which was included in the Staff report. He noted that the underlined area was an exact replica of what was on the title report for the Imperial. As a property owner, he assumed that because it was in the same district and they were neighboring properties, the issues were the same and the properties were taxed the same. He noted that 231175 was recorded 2/28/85. Mr. Cusick gave his interpretation from reading 231175. In 1974 there was Ordinance 5-74. The City raised taxes on certain people and levied taxes against these properties and built a parking lot, in addition to curb and gutter and other improvements on Upper Main Street. Those properties benefitted and it was fair to tax these properties to use the facilities. Mr. Cusick pointed out that it was 11 years later when it was recorded. He noted that Item 5 gives a clue that in 1974 the recordkeeping was inept and the records did not exist. In order to preserve the clarity of the records, it was recorded so everyone was clear on what was done.

Mr. Cusick skipped further down in the document to the page book 333, page 97. Leading up to that page and to the underlined portion the document explained why they were taxing, what they were building and how the property owners would pay. On the question of what happens if someone did not pay, Mr. Cusick read from 333 97, "Default in the payment of any installment of principle or interest when due shall cause the whole of the unpaid principle and interest to become due and payable immediately, and the whole amount of the unpaid principle shall thereafter draw interest at the rate of 10% per annum until paid, but at any time prior to the date of sale or foreclosure, the owner may pay the unpaid amount of all unpaid installments past due with interest at the rate of 10% per annum to date of payment on the delinquent installments, and approved costs, and shall thereupon be restored to their right thereafter to pay in installments in the same manner as if default had not occurred." Mr. Cusick stated

when he read the document he thought it was clear that they were taxed, and for non-payment the City would place a lien and foreclose.

Mr. Cusick stated that he looked at the title report for 221 Imperial and there were no liens or foreclosures. He therefore was left to assume that the taxes had been paid on the Imperial. Parking spaces were allocated across the street and all these years later they were still parking there. Mr. Cusick stated that six months later he purchased the Star and there was the same entry. He checked the title report and there was no lien and no foreclosure. He remarked that 221 Main and 227 Main are neighbors and they have identical title reports with the respect to the issue being discussed this evening. He stated that the Staff report suggests that he had notice that the entry 231175 meant one thing for the Star and the opposite for the Imperial. Mr. Cusick noted that he learned today that the Imperial had paid and there was no issue with that property. Mr. Cusick believed any reasonable person would assume that the Star Hotel had also paid because there was no lien and no foreclosure. Both properties are identical in that respect.

Mr. Cusick clarified that he did not learn that the Star had an issue until a few months ago. He noted that earlier this year the Star went under contract and the contracted party was going through due diligence. He called the City and talked to a Staff member who told him there was no parking for the property and a $900,000 assessment was due. Mr. Cusick received a letter from that person's attorney threatening to sue him for hiding an unpaid tax assessment on the property. That was how he learned about this problem. There was no other way he would have known that money was owed.

Chair Strachan asked when the potential buyer of the Staff first approached Mr. Cusick about this issue. Mr. Cusick recalled that it was April or May. Chair Strachan wanted to know when the potential buyer made the call to the City. Mr. Cusick believed it was within moments before he contacted him because he was very angry. Mr. Cusick clarified that it was in the Spring of this year but he could not remember the exact timing.

Mr. Cusick stated that yesterday he received additional documents that were supposed to imply that he should have had notice of this issue. He noted that the documents were included in the Staff report and acknowledged that he may have received them earlier but he did not see them until yesterday. One example was on page 450 of the Staff report. The language states that Craig Smith, the Recorder, recorded a document showing who had paid and who had not paid. Mr. Cusick presented the document 232209, and noted that 232209 did not show up on either title of either property. He had no idea where it was recorded. The Staff report represents that it was recorded and implies that he should have known. He scrolled further down and showed Block

12, Park City Survey Lots 3-6, 9-16. Mr. Cusick noted that Lots 7 and 8 were missing, which were his property. If he had seen that document, he would have noticed that his lots were missing and questioned it. He reiterated that he saw it for the first time yesterday, four years after he purchased the property. Mr. Cusick emphasized that it was not public record to him and it was not recorded on PC-194, and it was not recorded on PC-193, which is the Imperial. He was unsure where it was recorded but it was not on either title report.

Mr. Cusick referred to another document dated May 2, 1983 that he saw for the first time yesterday.

Scott DeGraffenried, legal counsel, stated that when Mr. Cusick refers to documents that were received yesterday, in Director Erickson's determination that was issued on July 6th, it referenced in its factual analysis a number of documents; however, none of those documents were included in the determination itself. Mr. DeGraffenried stated that he submitted a GRAMA request asking that all those documents referenced in Director Erickson's determination be provided. Those are the documents they received yesterday.

Assistant City Attorney McLean recalled that the City received the GRAMA request on August 10th and it was fulfilled on August 17th. Mr. DeGraffenried clarified that he was not disputing that the request was fulfilled timely. His point was that the documents were referred to in the determination letter but they were not attached to the determination letter.

Mr. Cusick stated that there was a question as to whether the documents were complete. In going through the documents with Mr. DeGraffenried, it appears that some of the documents are missing.

Mr. Cusick presented another document PC-193, Lots 7 and 8. He noted that there was an implication that it was public record or recorded on the property. The first time he saw it was last night. He again represented that it was not on the title report. Mr. Cusick noted that it was a letter from LuAnn Antonio, who was the City Treasurer, explaining to the Rixey's that they had not paid the taxes and they owed the past due balance plus 10%. Mr. Cusick read from 5-74, "but at any time prior to the date of sale or foreclosure, the owner may pay the amount of all unpaid installments past due with interest at the rate of 10%....if they do, and shall be thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not occurred." Mr. Cusick used the hypothetical that maybe Mrs. Rixey bounced the check or did not write the check. If that were the case, based on the language in the ordinance, he should be able to pay the amount owed as her successor. The ordinance says at any time in the

future. Mr. Cusick noted that he has offered payment several times and no one will take it. He calculated it at 10% interest and the total is approximately $7800. He offered to pay it this evening.

Mr. Cusick noted that an issue was identified in the Staff report and the position has been taken that a subsequent code obliterates this ordinance. He read from the Park City Code, “Nothing in this Code or the Ordinance adopting this Code shall be construed to repeal or otherwise affect the validity of the following; any appropriation ordinance or ordinance providing for the levy of taxes”. He stated that Ordinance 5-74 is exactly that; levying a tax. Mr. Cusick remarked that the Code cannot trample the old Ordinance, and as the successor to Mrs. Rixey he should be able to write the check and resolve the issue.

Mr. Cusick referred to page 453 of the Staff report. He read, “In-lieu fees are not mandatory but optional when the property owner decides not to build the required parking on their private property”. He thought that language implied that he decided not to build parking on 227 Main Street.

Mr. Cusick stated that he disputed the determination that the Star Hotel is historic because after two years of research he found that the existing building is not the same building that was there in the 1920s, 1930s and 1940s. He believed the tax photos show that it was a different building. Mr. Cusick stated that when he first bought the Star Hotel he was told that it was a historic property. However, after looking inside the structure he questioned what he saw. He contacted the owner, William Rixey Jr., and asked him about the property. Mr. Rixey told him that his parents ripped off the façade in 1976 and his dad built his own version. Mr. Rixey signed an affidavit to that effect, and the photographic evidence and sworn testimony all leads to the same conclusions. Mr. Cusick stated that when he started to tear down the sheetrock inside, Mrs. Rixey had made notes about the fact that in 1976 Charles Mast Construction removed the façade and put up another one. The Park Record had pictures of the half removed façade in the process. Mr. Cusick stated that he and William Rixey were going through Mrs. Rixey’s things and he found a box under her bed that had the tax photo.

Assistant City Attorney McLean pointed out that the historic designation of the Star Hotel was not an issue this evening. She advised the Planning Commission that discussion regarding that was outside their purview. The determination of Significance was determined by the Historic Preservation Board. Their decision was appealed to the Board of Adjustment, and their decision has been appealed to the District Court.

Mr. Cusick clarified that he did not expect the Planning Commission to take it into consideration, but he asked them to follow him through his experience. Mr. Cusick

returned to the picture which he believed was the old tax photo that Ms. Rixey had taken from the courthouse in Coalville. Mr. Cusick pointed to the bottom level and noted that William Rixey has said that those were garages. He thought they appeared to be garages because thee photo showed ramps in front of them. Mr. Rixey also told him that he cleaned out the garages when he was a kid, but it was eventually changed into an office and other things over the years. Mr. Cusick stated that when he first tried to recreate what was originally there, he submitted a plan from JZW Architecture, which also included the garages. At that time, he was told that he could not have the garages because he could not have a curb cut. Mr. Cusick stated that he went back and forth between Engineering and Planning and the result was that he did not have the choice to build a garage because he could not get a curb cut. Mr. Cusick objected to the concept that he chose not to provide parking.

Mr. Cusick stated that he took his plans to the former Planning Director, and his only suggestion was that since Mr. Cusick owned 205, 221 and 227 Main Street, he could exit the 205 Main Street garage, tunnel underneath the building at 227 Main Street and enter that way. Mr. Cusick noted that he refused to tunnel under a 114-year-old hotel, and since that was the only option he did not do the garage.

Mr. Cusick stated that he has tried to make this work for four years and he was running out of patience and time. He did all he could to work with the Staff, and he did not believe the Staff report was fair to this issue. He emphasized that the issues were Director Erickson's determination found in Exhibit A, and Scott DeGraffenried's response found in Exhibit D. He reiterated that there were many more issues than just whether Mrs. Rixey had paid the tax assessment.

Mr. Cusick asked Bryan Markkanen, the project architect with Elliott Work Group, to explain that what is currently proposed is not an increase that 15-3.2 suggests triggers this issue; and it is actually a decrease.

Mr. Markkanen reviewed a few scenarios that they tried to put together for the parking. The first was the floor area ratio, which is typical to historic buildings in the Main Street area. With a 1.5 FAR on the lot of this size calculates to 5625 square feet. There are a number of ways to calculate that number, starting with 17 spaces on the basic calculation for retail and office, up to 57 if the entire building is turned into a restaurant. Mr. Markkanen noted that it would be difficult to achieve, and the building was not historically used for that use. He stated that applying the existing conditions or the historic use of a hotel, he calculated a restaurant and hotel, using the FAR calculation, as 36 spaces.

Mr. Markkanen stated that for the second scenario they used existing conditions in the current Code. One scenario was using the building as a hotel and the second was using the building as a hotel plus a hostel. The top level was used as a bunk room, and the entire building could be conceivably labeled as a hostel, or it could be used as a hotel. The difference between the two was two spaces, ranging from 33 to 35 spaces.

Mr. Markkanen commented on the existing conditions per Section 15-26.9, and noted that if they rebuilt the building in the same shape and exactly as it stands today, the parking would not be reduced or increased and they would be allowed 32 spaces.

Mr. Markkanen remarked that the proposal that was submitted for the HDDR, which was not part of this discussion this evening, proposed a plan that had more square footage and doubled the square footage of the actual building. However, the use was mostly residential with retail or restaurant on the bottom. It decreased the amount of the parking spaces from over 30 spaces down to 15 to 17 spaces. He pointed out that by increasing the square footage and changing the use, they were reducing the demand of parking on the street. Based on those calculations, Mr. Markkanen thought they should be able to move forward without this discussion.

Mr. Cusick wondered why this discussion was even necessary, since the only proposal they made was a drastic reduction in the parking load on the City. Mr. Markkenan had applied the Code in a number of ways and those were his calculations. He pointed out that somewhere between 32 and 36 spaces have been used and business licenses have been issued for over 40 years for that property. The one proposal, which was specific to the buyer that was scared off by the $900,000 “surprise”, was a 15 space usage. It was such a drastic reduction that he questioned why it was even an issue.

Scott DeGraffenried, legal counsel for Westlake Land, stated that he had drafted the petition in Exhibit D being discussed. As a preliminary matter, he wanted to make sure that an adequate record was established for this proceeding in the event they need to go further with respect to appeals. Mr. DeGraffenried reiterated that a number of documents that were referenced in Director Erickson’s determination were not included; however, he submitted a GRAMA request those documents as well as multiple other documents, and those had been provided. Mr. DeGraffenried presented the letter he received in response to his GRAMA request. He noted that he had copies of all the documents being discussed this evening that were not included in the Staff report. He offered to leave those with the Legal Department to be included in the record.

Mr. DeGraffenried stated that he had identified four types of request for documents, identified as Sections A through D. He read the City’s response to provide the requested documents, and noted that the City matched categorically the documents he

requested. In Section A they provided a number of City Council documents from December 2014. Mr. DeGraffenried believed those were relevant because that is where the current fee-in-lieu of parking was established. It was currently set at $40,000. He stated that in Section B he asked for any information or documentation demonstrating against whom the parking in-lieu-fee had been assessed. The response was that because it is voluntary, no one has been assessed the fee. Mr. DeGraffenried intended to appeal that because it is a semantical argument. He was only requesting information on who had actually paid the fee. That issue would be addressed in another forum.

Mr. DeGraffenried stated that Section C, matching his request, were all the documents that were referenced in Director's Erickson determination, but were not include. His intention was to put all the documents on the record. He was willing to go through them individually, but given the late hour, he did not believe it was necessary. Mr. DeGraffenried noted that he would refer to some of those documents in his comments this evening.

Mr. DeGraffenried believed Mr. Cusick had highlighted and addressed many of the issues set forth in his brief. He asked if everyone had read the Appeal, which was Exhibit B in the Staff report. The Commissioners answered yes. He remarked that a key issue is the determination of whether the 5-74 assessment was actually paid by the Rixey's. He stated that that Planning Director has asserted that because there is no evidence of payment that in fact it was not paid. Mr. DeGraffenried noted that the Rixey's have passed on and any payment would have been made in the 1970s or early 1980s. He thought it was difficult if not impossible to track any records demonstrating that the payment was made. However, they were not conceding that it was not paid, because there is nothing in the record demonstrating that the City every enforced that assessment against the Rixey's by way of lien, foreclosure, or any other proceeding. As Mr. Cusick had indicated, one would reasonably conclude that because that never occurred, despite numerous threats that it would occur, that the assessment had in fact been paid. Mr. DeGraffenried stated that when viewing the preponderance of the evidence in its entirety, it is their position that no foreclosure proceedings or liens were ever sought would suggest that it was in fact paid. He reiterated for clarification that they were not conceding that the assessment was not paid.

Mr. DeGraffenried wanted it clear that the issue was not as narrow as suggested in the Staff report in terms of a determination of whether or not the assessment was paid, because other ancillary and salient issues need to be addressed. Further, from a procedural matter, they were appealing the determination. He pointed out that the Planning Commission has been granted quasi-judicial authority, and it was incumbent upon the Petitioner to make sure they address all potential legal arguments in

response. This procedure was a way for them to exhaust their administrative remedies, and if they would be remiss if they did not address all of the arguments. Mr. DeGraffenried did not believe there was any dispute as to whether or not they were entitled to argue the other legal issues.

Mr. DeGraffenried stated that as addressed in his brief, the 5-74 assessment was in fact a tax, because it was imposed upon existing properties, and it granted the City the right to lien those properties in the event that tax was not paid. He cited a case on his brief that provides that it is a special assessment and in fact a tax. Mr. DeGraffenried noted that the Staff report summary suggests that he was stating that it was an impact fee. He clarified that he was actually stating the very opposite; that the 5-74 assessment was a tax and not an impact fee. Mr. DeGraffenried stated that based on how impact fees are defined by case law and by statute in Utah, this fee would seem to be classified as an impact fee. At a minimum, it is not entirely important because it is simply a development exaction. The point he was making was that it is not a tax assessment, but rather a development exaction. Mr. DeGraffenried cited case law in Utah, 128 p3d 1161, which states that 1) development exactions may take the form of one mandatory dedication of land for roads, schools or parks as a condition of plat approval; 2) fees in lieu of mandatory dedication; 3) water or sewer connection fees; 4) impact fees. Mr. DeGraffenried clarified that it was their position that this was in fact a development exaction.

Chair Strachan asked Mr. DeGraffenried which of the four he believed they fall under. Mr. DeGraffenried replied that it was either 2) fees in lieu of mandatory dedication or 4) impact fees. Chair Strachan wanted to know the mandatory dedication. Mr. DeGraffenried replied that if they are not providing parking they have to pay the fee in lieu. Chair Strachan asked if there were any other mandatory dedications. Mr. DeGraffenried was not aware of any. He explained that in takings law there are physical takings, which are eminent domain related issues, or there are regulatory takings, which is a condition imposed upon plan approval, whether it be dedication of land or payment of fees. He believed their issue fell under the category of a regulatory taking.

Mr. DeGraffenried stated that because the 5-74 assessment and the current fee-in-lieu exaction are different mechanisms, they cannot or should not be conflated for purposes of exemption certain people from the fee in lieu. They recognize that the current Code as it was amended in 1984 states that if the 5-74 assessment was not paid before 1984, you are not exempt from the fee-in-lieu. However, as Mr. Cusick indicated, Section 113 of the Code, the Code is explicit in stating that it cannot trump existing ordinances. Therefore, to give effect to both the ordinance and the Code, they have to

allow the default to be cured pursuant to the ordinance, and allow Westlake Land the benefits of having cured that default.

Commissioner Joyce thought Mr. DeGraffenried was implying that the opportunity to pay the money instead of building the parking was different than the fee-in-lieu, which is to pay money instead of building the parking. He was unclear where they were differentiating those two. He noted that Mr. DeGraffenried had described one as a taking, and he had never seen anywhere where anybody described a fee-in-lieu as a taking. Mr. DeGraffenried stated that he was simply suggesting that when it comes to an exaction, that would technically be classified as a taking, whether it be physically taking the property or assessing a fee of this nature. It was not pertinent to his discussion and he did not want to confuse the issue. He explained that the 5-74 assessment was a tax, and the current fee-in-lieu is an exaction.

Mr. DeGraffenried stated that because there is nothing in the record indicating that the property was foreclosed upon; it is there position that the City is equitably estopped from assessing the fee-in-lie against Westlake Land at this point in time.

Mr. DeGraffenried addressed another key argument, which is how the fee-in-lieu is applied. The Staff report suggests that it is for the benefit of the individual property; however, he wanted to clarify that under Section 11-12-16 of the Code, the purpose of the fee-in-lieu is to pay into a fund for the construction of other parking facilities unrelated to this facility.

Mr. DeGraffenried stated that Utah case law and Federal case law has developed a rough proportionality test in determining whether an exaction is proper. He noted that the same rough proportionality test was articulated in LMC Section 15-1-20. It reads, “Exaction or exactions may be imposed on development proposed and the land use application if: 1) an essential link exists between a legitimate governmental interest and each exaction; and 2) if each exaction is roughly proportionate both in nature and extent to the impact of the proposed development. Mr. DeGraffenried stated that the language in the LMC mirrors Utah Code Section 10-9A-508. He remarked that the test they have to apply is whether the exaction and the impact are related in nature. Namely, whether the solution, ie. the exaction, directly addresses the problem ie. the impact. Mr. DeGraffenried stated that the second element of the test is to determine what the cost to the City would be without the exaction, what the cost of the exaction is for the developer, and whether those two costs are roughly proportionate. He stated that the applicant maintains that it is not proportionate for multiple reasons. Their understanding is that nothing was compelling the City to build those parking facilities at this juncture. The money, in theory, would be paid without ever being expended on those parking facilities. It may be a future plan but to his knowledge it is not compelling

and begs the question of whether the fee is necessary at this juncture. Secondly, it does not account for other sources of funding that can or will be made available. Mr. DeGraffenried referred to the December 11, 2014 City Council meeting minutes that were referenced in the Staff report. He noted that a construction cost analysis was performed by FFKR Architects to determine the construction cost of each of those parking facilities, and that was divided by the number of stalls to come up with an average per stall fee. Mr. DeGraffenried stated that page 15 of the PDF document outlines and identifies where potential structures could be built and the construction cost estimates of what those would be. He noted that the average per stall fee became the fee-in-lieu by ordinance in the December 11 and December 18, 2014 City Council meetings. In conjunction with that, the most recent parking assessment or feasibility study performed by the City was June of 2016, which was the last exhibit to their brief. It suggests that revenue would be potentially generated from new parking facilities that are constructed. That is problematic when analyzing the rough proportionality of the fee in lieu, because simply taking the construction costs and dividing the quotient, being the fee-in-lieu, it does not account for future revenues that might be generated by those parking facilities, which would skew the rough proportionately and make it disproportionate. He pointed out that the cost for those having to pay the fee-in-lieu would be higher than what would be necessary after accounting for any revenues that might be generated for parking. Mr. DeGraffenried stated that those revenues have to be applied as an offset in order to satisfy the roughly proportionate analysis. As explained in their brief, that is a separate application of the fee. He provided a scenario to explain his point and why he believed it was a disproportionate application of the fee-in-lieu, and he was confident that it would not survive judicial scrutiny under any constitutional analysis.

Commissioner Thimm asked for clarification of what came out of this analysis in terms of cost of stalls. Mr. DeGraffenried replied that what came out of the analysis was an average cost of $40,000 per stall, which is the fee-in-lieu. Commissioner Thimm asked if that converted to the $1 million Mr. DeGraffenried used in his example. Mr. DeGraffenried stated that it would depend on how many stalls they are obligated to provide. Commissioner Thimm clarified that he was trying to follow the numbers of $7800, $40,000, $900,000, and $1 million. Mr. DeGraffenried apologized for the confusion and acknowledged that the exact number was unclear and would depend on the number of stalls.

Commissioner Joyce understood that Mr. DeGraffenried was saying that the assessment that was done in 2014 where they calculated the average cost per stall was used that as the basis for a fee-in-lieu. Given where they were in 2014 and based on the current plans, he was unclear whether Mr. DeGraffenried was saying the number was reasonable or unreasonable. Commissioner Joyce stated that what he hard was

that it was the math for what a stall costs, and they would contribute that amount for every stall that was not included for their project. Mr. DeGraffenried stated that he was not arguing the reasonableness of the amount of the fee. He was simply saying that it was not proportionate to the impact that a party might be imposing upon the City. They have to analyze whether impact is proportionate to the exaction that is being charged. He reiterated that the fee was determined by dividing the construction cost by each stall. Commissioner Joyce understood that the impact was not providing parking for the number of people using the building, and the fee-in-lieu is what it would cost the City to provide the necessary parking. Mr. DeGraffenried pointed out that Commissioner Joyce was not factoring in any future revenues that might be generated. Commissioner Joyce clarified that that was his reason for being specific about what existed in 2014. He thought future revenue was a separate question. He pointed out that the fees were set in 2014 and in 2017 the China Bridge and other parking is still free. Nothing has changed. Therefore, the City does not have a source of revenue. Commissioner Joyce noted that 2014 was fairly recent and the fee was mathematically calculated at $40,000 per stall. He has not heard anything at this point to indicate that the calculation is wrong, other than it may be different in the future. He believed everyone would agree that in the future it may be different. Commissioner Joyce remarked that currently the Code says that it is 40,000 per space. Mr. DeGraffenried argued that it was not proportionate to the impact his client was imposing. In his opinion, the fact that there is so much uncertainty further suggests that it is not proportionate, and there is nothing definitive on what it will ultimately be.

Mr. DeGraffenried again referred to the December 11, 2014 meeting minutes, page 16 of the PDF, and read, “The parking fee-in-lieu has been utilized in the past to provide partial funding for the construction of the China Bridge Garage. Planning and finance records indicate that the fee-in-lieu had not been utilized by developers over the past several years, but interest in the fee in lieu has grown with surge and redevelopment that began in 2014. Year to date, fiscal year 2015, only four parking in-lieu fees have been purchased.” His interpreted that to mean that since that provision was enacted in 1984, only four parking stall have been paid for under the fee-in-lieu program. He believed that suggests another disparate application of that fee. Mr. DeGraffenried pointed out that presumably there has been significant development in that area between 1984 and fiscal year of 2015. He was unsure if they were exempted from those fees or how those were applied, but the document suggests that they maybe have not been applied fairly or equitably across the board. Mr. DeGraffenried clarified that he did not have that information and was only going off the meeting minutes.

Chair Strachan asked if it was Mr. DeGraffenried’s position that if the previous owner of the Star had paid the fees timely, that it would have still be a disparate impact on that owner based on what they were required to pay for the fee-in-lieu. Mr. DeGraffenried

stated that they were obligated to pay $2,000 at the time based on the assessment. The fee-in-lieu was not established at that time. Chair Strachan asked whether Mr. DeGraffenried thought the tax assessment had a disparate impact on the Rixey's if they had paid it timely. Mr. DeGraffenried replied that he did not have that analysis and he had no way of knowing how it was calculated.

Todd Cusick stated that from a property owner's standpoint the question is what the Rixey's got out of paying the tax assessment. He understood that the first thing they got was parking across the street. William Rixey said that their stalls were along the wall where the Brew Pub is located. Years later they were given passes, and after several years the passes were taken away.

Commissioner Campbell wanted to know why the signs for the Imperial parking were not removed and why their passes were not taken away. Mr. Cusick stated that when he and William Rixey went through Mrs. Rixey's things he found an email where Mrs. Rickey started complaining to the City that she had parking and her parking was disappearing. The email indicates that she paid an assessment for two parking areas on Swede Alley and she has no place to park. He understood from William Rixey that his mother engaged in a 15-18 year battle over the parking she paid for. Mr. Cusick thought there appeared to be a trade that was reasonable at one where Mrs. Rixey paid $2,000 for parking stalls and then passes, and it was eventually taken away. Mrs. Rixey passed away before anything was resolved.

Regarding the question on the Imperial, Mr. Cusick stated that when he purchased the Imperial he noticed the 231175 and he started looking at parking. He went to the predecessor on the Imperial, Avenues Communities in Scottsdale, Arizona, and asked them for the history and where they parked. He was told that they parked across the street. They had parking spaces on Main Street but they were taken away when Main Street was unbuilt. The City gave them spaces across the street and at some point passes, but the passes were pulled. When Avenues Communities complained they were granted an encroachment permit across the street. Mr. Cusick explained that when he bought the Imperial in 2014 those spaces were still enforced. He pointed out that clearly 5-74 had some effect and parking was given. He assumed there was a fair trade at one point. However, now he is now told that the parking spaces and the passes were taken away and he has no parking. In addition, he does not have the benefit of curing the default by paying the 10% interest, which was the deal approved by the City Council in Ordinance 5-74. Mr. Cusick reiterated that he was prepared to write a check this evening, and he was willing to round up the estimated $7800 and write the check for $8,000. He would also agree to not exceed whatever parking is determined by reasonable measure. Mr. Cusick thought it was a reasonable solution.

Commissioner Suesser asked about the spaces for the Star Hotel and the parking arrangement that Mr. Cusick understood when he purchased that property. Mr. Cusick stated that when he bought the Star Hotel it was never discussed. He started looking into to it after it became an issue. Commissioner Suesser asked if there were signs across the street or anything to indicate parking for the Star Hotel. Mr. Cusick replied that the only thing he knew came from William Rixey who told him that there was supposed to be parking along the Brew Pub parking lot wall, but the signs were removed and the passes were taken away.

Mr. Cusick stated that aside from the question of whether or not Mrs. Rixey paid, the City records were disorganized and there was some question as to whether Ordinance 5-74 was enacted properly. The property records were inaccurate, and the only thing recorded was 231175 eleven years later. He thought there was evidence to assume that the accounting records might be incorrect. Mr. Cusick referred a finding of fact in the Staff report that states an assumption that an invoice was found showing that $620 was owed. He thought that sounded like a reduced amount, and considered the possibility that the Rixey's agreed to a different payment plan. He admitted that no one has the records and he did not believe they would ever be found. For that reason, making a determination would be difficult for both the City and Westlake Lands, which is why he was offering to follow the rules of the ordinance and pay what was owed.

Mr. Cusick read from Item 10 in the petition, "The Planning Commission may recommend to the City Council that new additions to historic structures be exempt from a portion or all parking requirements where the preservation of the historic structure has been guaranteed to the satisfaction of the City." He stated that he was willing to preserve the historic, and the Planning Commission had the purview to exempt the parking. Mr. Cusick thought that was the best solution for everyone concerned. It was already allowed by Code, there was no need to determine whether or not Mrs. Rixey had paid, and it would not have to be litigated in Third District Court. In addition, they would not have to be concerned about the public record that indicates that she must have paid because there is no evidence of liens or foreclosures.

Commissioner Campbell asked if any other properties were liened or foreclosed on. Mr. Cusick was not aware of any that were. It was possible and he would like to know for sure, but he did not believe they would find any record of that occurring. Mr. Cusick clarified that he was not pleased with the decisions by the HPB and the BOA that the Star Hotel was a historic Significant structure, but he accepted that decision and Bryan Markkenan had created a plan that reflects the historic architecture. Commissioner Campbell thought Mr. Cusick was already fighting that decision in District Court. Mr. Cusick replied that it was stayed pending this process because he preferred find a way to resolve the problem.

Mr. DeGraffenried pointed out that the appeal to Third District Court had to be filed to preserve the deadlines so that nothing was waived.

Mr. Cusick stated that he loves the old building and he was glad he found the old photo. He would like to keep what is built there consistent with what they see in that photo. However, for four years he has been told no on everything he has tried to do to provide parking.

Commissioner Joyce asked what Mr. Cusick thought he had for parking when he purchased the Star Hotel if William Rixey told him that the parking and the parking passes were taken away. Mr. Cusick replied that he spoke with William Rixey long after he purchased the property, and it took months before he was able to convince Mr. Rixey to go through his mother's things. That was when he found the email Mrs. Rixey wrote to the City, which confirms his belief that the assessment had been paid.

Chair Strachan asked Mr. Rixey when he purchased the Imperial. Mr. Cusick stated that he purchased the Imperial in July 2013. That was when he went through the process with Ms. Trotter at the City and she sent him 231175. He read it with her on the phone and she told him that it was apparent that during that time the City had not kept accurate records and eleven years later decided that they needed to produce a documents. It was clear that the property was taxed and if the taxes were not paid the property would be liened. There was no lien. When he got the title report six months later for purchasing the Star Hotel, it had the exact same entry and there were no liens.

Commissioner Thimm asked if anyone had approached the title company to determine whether they may have overlooked something in the record. Mr. Cusick replied that he had approached the title company and they were quite defensive about being accurate.

Director Erickson asked Mr. Cusick how he determined he needed parking for 205 Main Street at the same time he was figuring out the parking for the Imperial. Director Erickson pointed out that Mr. Cusick had gone through the regulatory process on 205 Main Street and had to provide parking. Mr. Cusick stated that when he purchased the 205 property the project was nearly done. Elliott Workgroup had already gone through the process with a previous owner, and he just built what was already designed. The only time parking came up as an issue was with the Imperial. He was working with Planner Astorga and the issue arose about whether or not the Imperial had complied with parking in some respect, and where the Imperial was supposed to park. At that time, he was also in the process of selling it to Dave Spence with Riverhorse and Mr. Spence was concerned about buying a building with parking issues. That was when they went to the Planning Department and spoke with Planner Astorga. Mr. Cusick

explained that since he owned both properties, he was having an issue with the elevators in 205 Main St. Since he wanted to redo the elevators, he asked the Planning Department if it was possible to eliminate the two elevator towers and put in two additional parking spaces, and grant an easement to his neighbor, Dave Spence, to park there. He was able to take out two elevators and create two parking spaces, and Mr. Spence parks in the 205 Main building.

Commissioner Joyce understood from the explanation that it was not clear whether there was parking for the Imperial, and that was resolved by putting the parking into 205 Main. Chair Strachan asked if 205 Main was required to have additional off-street parking. Mr. Cusick answered no; at least not that he was aware of. He clarified that he purchased 205 Main after it was already designed. There were two spaces for every condominium, and he added two extra spaces.

Craig Elliott with Elliott Workgroup stated that he was involved in the design of 205 Main and 221 Main. He recalled that the unit in 221 Main replaced the Imperial Hotel space. In the discussions they reduced the parking demand by adding one unit on the upper level. He could not recall any further discussion. Mr. Elliott remarked that on 205 Main, the parking was put in place. He believed it was two spaces per unit and there were six units. Mr. Cusick was able to create two elevators from the design to create two additional parking spaces. Mr. Elliott remarked that his firm was not the architect of record, but they processed it through the HDDR and gained approval for the previous owner, and then it was purchased.

Director Erickson stated that his point was that 205 Main provided on-site parking. Mr. Elliott agreed; however, there was no structure. Director Erickson understood, but the point is that the owner provided on-site parking rather than going through the potential fee-in-lieu or granted a waiver for a historic building if there had been one. Mr. Elliott explained that they were able to provide on-site parking because there was one curb cut at the very top of Main Street.

Commissioner Suesser referred to a memo drafted by Tom Clyde that was mentioned in the Findings of Fact of the determination. Mr. DeGraffenried stated that there were a couple of points to address, and it goes back to the evidentiary issue of whether the Rixey's paid the assessment. He understood that Tom Clyde was the City Attorney at the time and it was an internal memo. Mr. DeGraffenried remarked that in his memo Mr. Clyde indicates that the Improvement District was defectively formed and had no legal standing to push the invalid assessments. Commissioner Suesser clarified that he was talking about 5-74. Mr. DeGraffenried answered yes. He thought the memo begs the question of whether the framework of the fee-in-lieu being contingent upon an invalid assessment could even be upheld. He clarified that the point he wanted to

address was the last paragraph of the memo. He read, “This may sound simple, but I have a hunch that in some cases the records will be sufficiently messed up due to overlapping legal descriptions, sales of the property mid-stream, and the fact that some properties were taxed incorrectly, etc., and it may be pretty complicated. Lou Ann has a list but it has never been reduced to a map form. Her list was done from that point of who was unpaid. If we look at who paid, we might find an overlap. The ownership records are really that bad in Park City”. Mr. DeGraffenried notes that an internal memo from a Park City Attorney states that the internal ownership records are truly that bad, coupled with the fact that there is no lien or foreclosure proceedings against the Rixey’s. He stated that the invoices only go up to 1982, and there is a question of what happened between 1982 and 1984. Based on this memo, it is conceivable that the records, to quote Mr. Clyde, were that bad. Mr. DeGraffenried reiterated that Mrs. Rixey may have paid but there are no records to demonstrate payment. Another difficulty is that Mr. and Mrs. Rixey’s are deceased and there is no ability to ask them that question. However, looking at the preponderance of the evidence as a whole, it suggests that it was paid.

Commissioner Suesser asked which property Jim Carr owned at the south of Main. She noted that in the last paragraph it references that they were particularly concerned about his property. Director Erickson believed Jim Carr’s property is more in the vicinity of Grappa. It was not the Rixey property or the Imperial. Mr. DeGraffenried understood that the issue was that Mr. Carr was trying to sell the property or there was a taking of some kind; and in the event the fee-in-lieu would be imposed, that would decrease the value of his property.

Mr. Cusick stated that when he found the email from Mrs. Rixey, he also found two invoices that further leads him to believe that she paid the assessment. The first invoice said $1977 at 10%. There was interest and a $1977 payment. Based on the 5-74 document there were annual payments. He understanding was that it was supposed to be paid in 1975, 1976 and 1977. The Staff report suggests that it was three different years. Mr. Cusick stated that there was a payment of $2112 with interest, and it says this is a final installment. He found another invoice which says, “final notice before foreclosure”. Once again it reinforces his belief that she must have paid it because there is no evidence that the property was foreclosed on. He assumed the last payment made was $2112.

Director Erickson remarked that Exhibit F in the Staff report was a letter from the City Treasurer dated 1983, and an invoice in the amount of $3400 in 1984. Page 639 of the Staff report shows a recorded document 232209 which shows that the Rixey’s had not paid. Mr. Cusick noted that he not seen this information until Director Erickson

produced it. It was clear that after 1978 it was still ticking off interest. He thought it was worth noting that it goes to 1982 and then stops.

Commissioner Suesser understood that Mr. Cusick was expanding the existing building by 8,000+ square feet. She asked if that expansion would trigger a new parking requirement. Bryan Markkanen stated that adding 8,000 square feet to approximately 5,300 of existing square footage was still in design review. It was at the behest of someone else and it could change at any time. Commissioner Suesser asked if it was their position that they would be exempt from any additional parking requirement. Mr. Cusick answered no. He thought a reasonable approach would be to see what was done, licensed, approved and practiced for four years. Mr. Markkanen previous outlined three ways to calculate it and in either way it is approximately 32-36 spaces. They know the benchmark and if they exceed that number they are willing to pay whatever is necessary. The intent is to keep the design consistent enough to fit underneath that benchmark and not increase parking.

Mr. Cusick presented the current tax assessment that he obtained from the Summit County Tax Assessor's website. The market value of the property this year is $1.3 million. The improvements were $717,000 and the land was valued at $588,000. Mr. Cusick pointed out that as the Staff report indicates, the building was condemned. It was condemned at his request because the building was unsafe. The building has no footings or foundation and it was moving constantly. He asked the Building Department to condemn it and they agreed immediately after looking through the building.

Mr. DeGraffenried explained that the new plan in place is primarily residential, and the residential calculations render a smaller parking requirement. Their position is that the applicant was decreasing the parking burden that has existed since for the building. Commissioner Suesser clarified that the new construction did not trigger a new parking requirement because they were well under what was allotted. Mr. DeGraffenried replied that she was correct. They believed that was the benchmark because it has been in place for as long as the building has existed.

Commissioner Campbell asked why the benchmark was not the two parking spaces that were in place that Mrs. Rixey claimed she paid for. Mr. Cusick replied that it was two parking areas, but he was unsure what that meant. Commissioner Phillips stated that parking areas means two assessed parking areas. Mr. Cusick remarked that the uncertainty was how many spaces were in those two parking areas. Mr. DeGraffenried was unaware of any other ordinance under which Mrs. Rixey would have paid an assessment at the time. He assumed her email referred to the 5-74 ordinance.

Director Erickson thought they needed to also consider when the City acquired that property and whether those spaces were part of the original buildings that were on the Brew Pub lot. He pointed out that the Staff had not made a determination on the total number of parking spaces required for this project. They had also not made a determination of the total number of spaces that were provided previously for the Star Hotel when it was operating.

Chair Hotel asked if that was why the City would not allow Mr. Cusick to bring the balance current with interest. Assistant City Attorney McLean explained that the Statute the Planning Director was asked to make a determination on was whether or not Section 15-2.6-9(D) applies in this case, and whether Mr. Cusick is allowed to get the exemption up to 1.5 FAR. She noted that Director Erickson determined that it was not allowed because the Statute states that the trigger is whether or not the owner can provide proof that the payment was made before January 1, 1984. That determination was the issue being appealed. Ms. McLean remarked that other information has been discussed and she wanted to give the applicant and their counsel the opportunity to make their arguments. However, the only issue for the Planning Commission is the interpretation of the Statute. Ms. McLean stated that the information regarding the Imperial was not relevant, because it is a different situation. In terms of there being City parking for the Imperial, it is a license that is revocable and has nothing to do with the parking requirement and the 1.5 FAR. What is relevant is the Statute and whether or not the owner has provided proof of whether it was paid.

Assistant City Attorney McLean stated that the Planning Commission was reviewing this appeal de novo, and the question is whether or not the Planning Director erred when making that determination. Mr. DeGraffenried respectfully disagreed that the issue was that narrow. Preserving the record, this was their opportunity to rebut the proposition that they are obligated to pay the fee-in-lieu. He believed all the attendant legal issues addressed this evening were applicable to that, and this was their only forum currently in which to do that. Mr. Cusick stated that he started his presentation with the first page of the Staff report because he disputed that it was only the one issue outlined in the Staff report.

Chair Strachan asked Assistant City Attorney McLean to respond to the applicant's argument that they can bring the 5-74 assessment current right now. Ms. McLean replied that it needed to be paid before 1984 per LMC 15-2.6-9(D), Pre-1984 Parking Exception, which states, "Lots which were current in their assessment to the Main Street Parking Special Improvement District as of January 1, 1984, are exempt from the parking obligation for Floor Area Ratio (FAR), of 1.5. Buildings that are larger than 1.5 FAR are non-conforming buildings for off-street parking purposes. To claim the parking exemption for the 1.5 FAR, the owner must establish payment in full to the Main Street

Parking Special Improvement District prior to January 1, 1984." Assistant City Attorney McLean clarified that the Planning Director was asked to make his determination based on that Statute in relation to the HDDR because the applicant was doing new construction.

Mr. Cusick assumed Ms. McLean was reading from the Code. She answered yes. Mr. Cusick noted that what he had read earlier was from Municipal Code 1-1-3, and he clarified that it was not intended to mislead the Commissioners. Mr. Cusick thought it was clear from the language that the Code cannot repeal or otherwise affect the validity of the Ordinance. He pointed out that 5-74 is an ordinance levying taxes. Mr. Cusick believed he was entitled to the benefit of Ordinance 5-74. He was willing to stipulate that the assessment was not paid and write a check for the amount owed.

Mr. DeGraffenried noted that in 15-2-6.9C, the Planning Commission can grant a waiver. He stated that they met with the Staff and requested that the application process be started. He understood that it was the Staff's obligation to effectuate that process and provide the application information. Despite requests, they have not been provided with that application information. Mr. DeGraffenried stated that to the extent they can make the application now that would be their request, as Mr. Cusick previously indicated, based on the historic nature of the building as determined through the historical review process.

Assistant City Attorney McLean remarked that Westlake Lands could apply for the application Mr. DeGraffenried mentioned; however, it is a different process. Secondly, Ms. McLean stated that the City's response to the Code is that ordinance is not repealing in any way the 1974 levy. The City had a subsequent Statute. They did not foreclose on those properties and if the applicant wants to pay they can, but it does not give them relief. The Statute is clear about the date of when it had to be paid in order to get the exemption.

Commissioner Suesser pointed out that the ordinance itself has a cure or the opportunity to cure it, and she was struggling with that fact.

Commissioner Joyce understood that if the assessment is not paid the City could still lien or foreclose on the property at any time. However, regardless of whether or not it is paid, another part of the Code says, "To claim the parking exemption the owner must establish payment by January 1, 1984". If they pay and eliminate what is owed to the City, it was still not done before 1984.

Mr. DeGraffenried read the last sentence of the ordinance, "If you cure the default and all approved costs and shall thereupon be restored to the right thereafter to pay in

installments in the same manner as if default had not occurred". He believed it was retroactive and if it is brought current it is as though the default never occurred, which dates back to the previous time it was due and prior to the 1984 cutoff date. Chair Strachan argued that there was a difference between default and payment. The default can be corrected either before or after 1984, but the ordinance drives on whether payment was established before 1984. In his opinion, curing the default was irrelevant. It was two separate events. One is a payment being, and separately a default being cured. Mr. Cusick thought that had been accounted for because the language says, "as if default had not occurred".

Commissioner Campbell pointed out that the exemption was not based on the lack of default. It is based on a payment having occurred before 1984. He thought a number of issues were raised that the Planning Commission was not qualified to discuss. He clarified that the Planning Commission was only being asked on whether or not Director Erickson was correct in his narrow interpretation of one issue.

Chair Strachan believed all the arguments had been laid out and the Commissioners understood the arguments. If the applicant had new information to present were interested in hearing it, otherwise they would move to public hearing. Mr. DeGraffenried thought they had presented all their arguments. He wanted to make sure that the new documents that were introduced are on the record and ask the best process for providing those. Assistant City Attorney McLean requested that he provide the documents to the Staff to be included in the record.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

Chair Strachan stated that he would uphold the Planning Director's decision based on the arguments that were laid out by Legal Counsel and the Staff. He thought the arguments by the Staff were more persuasive in that the interpretation of the Code by Planning Director Erickson was correct. Chair Strachan did not find Section 1-1-3 to be applicable because this ordinance does not affect the validity or otherwise overrules a prior ordinance; and instead it confirms it. He thought the burden is on the applicant to provide some evidence to bring the Planning Director's decision into question. Without any proof of a payment before 1984, he did not find any evidence that would absolve the applicant of the obligation to pay the fees. Based on the prior dealings of the owner with respect to other properties on Main, Chair Strachan thought there was enough hint of a possible outstanding parking obligation that it should have been delved into in

greater detail during the due diligence process. He agreed that there may be a valid claim against the title company as Commissioner Thimm suggested, but that was not an issue before them this evening. Chair Strachan thought the Rixey's should have been questioned further regarding the parking history during the due diligence process, and whether the assessment had been paid. Chair Strachan was unsure whether his conclusion was shared by his fellow Commissioners and asked for their comments.

Commissioner Campbell understood that the applicant had a pending appeal on the Board of Adjustment decision that was stayed at the moment. He thought everyone was in favor of what Mr. Cusick was trying to do with the building. It has been an eyesore for a long time and none of the discussion this evening should be construed as an attempt to stop that process. Commissioner Campbell was willing to support at least some mitigation of the obligation for parking on based on the historic side, but that was his personal opinion and it would require a Staff recommendation and a vote by the majority of the Commissioners. Commissioner Campbell agreed with Chair Strachan that this was a clear that the Statute was not met because payment was not made prior to 1984. The City may not be able to prove payment was not made, but the Code does not say the City has to prove it. It says the owner has to prove that payment was made. Since the applicant cannot prove payment, the Planning Commission has no choice but to support the Planning Director's determination. Commissioner Campbell reiterated that the decision did not mean they were against the process or the project.

Commissioner Joyce thought the applicant had a number of issues to deal with and there were opportunities for other pieces, but on this narrow ruling he found nothing to prove that it was paid by January 1, 1984. They have seen a number of documents after 1984 that said the assessment was still owed. Commissioner Joyce supported the Planning Director's determination.

Commissioner Thimm supported the Planning Director's determination for the reasons stated previously. In addition, he did not believe the Planning Commission could consider bad recordkeeping, they do not know for sure whether the title company actually made a mistake, and LMC 15-2.6-9 is clear that the burden of proof goes with the owner. Commissioners Suesser and Phillips concurred.

MOTION: Commissioner Joyce moved to DENY the appeal of the Planning Director's Determination for 227 Main Street, the Star Hotel, based on the Findings of Fact and Conclusions of Law on pages 456-459 in the Staff report. Commissioner Campbell seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 227 Main Street

1. The property is located at 227 Main Street in the Historic Commercial Business (HCB) District.
2. The property is identified by the Summit County Recorder as Tax Parcel PC-194 or Lots 7 & 8, Block 12 of the Park City Survey.
3. The referenced property is within the metes and bounds legal description of the Main Street Special Improvement District created by ordinance July 5, 1974 and reentered at the Summit County Recorder's office as Entry Number 231175, Book 333, Page 91-106.
4. The existing historic boarding house on this site was been designated as Significant on the City's Historic Sites Inventory (HSI) in 2009.
5. The Historic Preservation Board re-affirmed its historic designation as a significant site on November 2, 2016. The owner appealed this determination to the Board of Adjustment, which affirmed the Historic Preservation Board's designation on February 21, 2017. The owner appealed the Board of Adjustment's decision in Third District Court where the case is currently pending.
6. On August 15, 1974, the Park City Council adopted Ordinance No. 5-74 creating Park City Main Street Off-Street Parking Special Improvement District for the purpose of paying the costs of constructing improvements including off-street parking facilities and automobile access ways. Properties in the District were subject to an assessment.
7. In 1975, William W. and Georgie Carol Rixie purchased the Star Hotel at 227 Main Street from William L. Jr. and Joyce L. Gardner. William R. Rixey sold the property to Star Hotel LLC in 2013.
8. In 1977, Park City Municipal Corporation sent an invoice to W.W. Rixey as owner of the referenced property. The invoice shows that Rixey had a $1,947.00 balance from 1976. With interest charged at 10%, the amount due by August 22, 1977, was totaled at $2,112.00.
9. The 1981-1982 ledger of the Main Street Special Improvement District shows that W.W. Rixie had a balance of $2,112.00 as of June 31, 1981; the balance was carried over to June 2, 1982 as it had not yet been paid.
10. A 1981-1982 ledger of the Main Street Special Improvement District shows that W.W. Rixey owed $2,112.00 as of 1982 and the balance had not been paid.
11. Staff has found a copy of the carbon copy of the assessment sent to W.W. Rixey, account #65, in 1982. It shows that the original amount due was $1,650 based on the August 22, 1976 assessment. The City then charged 10% interest for years 1976 and 1977, 8% interest for year 1975 and 10% interest for years 1978 through 1982. The grand total was $3,401.39; however, it appears that the Rixies may have agreed to an installment plan as only $682.00 was due at the time of the bill.
12. On May 2, 1983, the Finance Department of Park City Municipal Corporation sent

out a notice letter to property owners with overdue balances owed to the Main Street Special Improvement District Assessment, which had been assessed in 1975. The City had set up an installment plan in which the property owner could pay the assessment in installments over a three (3) year period, with an annual interest rate of 8%. With these letters, they enclosed a bill for the past due balance plus a 10% interest charge per year, for the years 1978 thru and including 1982. The letter indicated that if the payment was not received by May 20, 1983, or some satisfactory arrangements were not made, the City would go thru the Summit County Assessors offices and lien the property.
13. On January 1, 1984, William and Georgie Carol Rixey owed $3,401.39.
14. On March 28, 1985, Park City Municipal Corporation recorded a Notice of Payment Assessment, listing those properties that had paid in full on or before December 31, 1983, to the Main Street Special Improvement District. It shows that “Block 12, Park City Survey, Lots 3 thru 6, 9 thru 16, and the East 50 feet of Lots 1 and 2” were paid in full. Lots 7 & 8 of Block 12 (227 Main Street) were not identified as having been paid in full.
15. The existing building measures approximately 5,187 square feet in size.
16. Appellant submitted an HDDR on May 2, 2017. The HDDR proposes reconstructing the historic building and adding on an addition. The existing building is approximately 5,370 square feet and the applicant is proposing a total square footage of 13,575 square feet upon completion of the project. The architect did not specify the square footage of the existing and proposed building on his plans.
17. Per LMC 15-2.6-9(B), the applicant shall provide parking at a rate of six (6) spaces per 1,000 square feet of non-residential Building Area, not including bathrooms, and mechanical and storage spaces.
18. Per LMC 15-2.6-9, the parking must be on-Site or paid by fee in lieu of on-Site parking set by Resolution equal to the parking obligation multiplied by the per space parking fee/in-lieu fee.
19. LMC 15-2.6-9(D) states, “Lots, which were current in their assessment to the Main Street Parking Special Improvement District as of January 1, 1984, are exempt from the parking obligation for a Floor Area Ratio (FAR) of 1.5. Buildings that are larger than 1.5 FAR are Non-Conforming Buildings for Off-Street parking purposes. To claim the parking exemption for the 1.5 FAR, the Owner must establish payment in full to the Main Street Parking Special Improvement District prior to January 1, 1984.”
20. The Owner has not established payment in full to the Main Street Parking Special Improvement District prior to January 1, 1984.
21. The Parking for the project is reviewed under the LMC in effect at the time of Project
Application, which is May 23, 2017. The current in lieu of fee is $40,000 per space. The in lieu of fee was reviewed and substantiated when adopted by the Park City

Council on December 18, 2014. Council based the in lieu of fee on a study which showed that in 2014 the current average construction cost of an additional parking space within the historic core at $41,863. This amount doesn't include land costs. Therefore, the actual cost would be even higher than this. In addition, Owner is always able to build his own parking in satisfaction of the requirement.
22. According to State Code impact fees are fees "imposed upon new development activity as a condition of development approval to mitigate the impact of the new development on public infrastructure." They do not include a "tax, a special assessment, a building permit fee, a hookup fee, a fee for project improvements, or other reasonable permit or application fee." UCA § 11-36a-102(8)(a),(b). The 1974 tax is by definition not an impact fee.
23. Off street parking is a requirement for all residential and non-residential buildings in Park City. The in lieu of fee is only available under certain circumstances and is only an option if parking is not otherwise provided. As such, in-lieu fees are not mandatory but optional when the property owner decides not to build the required parking on their private property. The parking/in-lieu of requirement isn't for public infrastructure; it is related to specific requirements of the site.
24. LMC 15-2.6-9 specifically exempts only those properties where the Owner established payment in full to the Special Improvement District prior to January 1, 1984. Appellant concedes that the invoices indicate that payment had not been paid by that date. The recorded document "Notice Of Payment of Assessment" recorded on March 28, 1985 also reflects that this property had not paid its assessment.
25. The Title Report for the property includes exception 13 which states, "Affidavit confirming Ordinance Levying the assessment for the Main Street Off-Street Parking Special Improvement District of Park City, commonly known as the Main Street Special Improvement District within Park City adopted by City Council August 16, 1974, and recorded February 28, 1985 as Entry No. 231175 in Book 333 at page 91, records of Summit County, Utah.
26. Section 15-2.6-9 of the LMC requires off street parking which can be fulfilled by paying a parking in lieu of fee.

<u>Conclusions of Law -227 Main Street</u>

1. The Appeal was received within thirty (30) calendar days after the Planning Director's Determination was issued.
2. The Appellant has not established payment in full for the 227 Main Street Parking Assessment as a part of the Main Street Parking Special Improvement District prior to January 1, 1984.
3. Neither the 1975 Assessment nor the Parking Requirement are impact fees.

Order:
1. The Appeal is denied in whole and the Planning Director's Determination is upheld

The Park City Planning Commission Meeting adjourned at 10:15 p.m.

Approved by Planning Commission:

_____

PARK CITY 1884
PLANNING DEPARTMENT

Planning Commission Staff Report

Subject: **Abandoning a Condominium Plat at 339 Park Avenue**
Author: **Anya Grahn, Historic Preservation Planner**
Project Number: **PL-17-03612**
Date: **September 13, 2017**
Type of Item: **Legislative – Vacating a Condominium Record of Survey**

Summary Recommendations

Staff recommends that the Planning Commission hold a public hearing for the vacation of the John Doyle House Condominium plat and considering forwarding a positive recommendation to City Council. No new plat amendment is required as the site will revert back to Lot 10, Block 3 of the Park City Survey.

Description

Applicant:	Chris Casey
Location:	339 Park Avenue
Zoning:	Historic Residential-1 District (HR-1)
Adjacent Land Uses:	Residential on the west side of Park Avenue and commercial/ back-of-house on the east side of the street.
Reason for Review:	Condominium Record of Surveys require Planning Commission review and City Council review and action

Proposal

The property owner proposes to vacate a Condominium Record of Survey and revert the property back to a single lot of record.

Background

On July 10, 2017, the Planning Department received an application for a plat amendment request to vacate the John Doyle House Condominium plat, recorded on June 2, 1988. The application was deemed complete on August 8, 2017.

John Doyle initially constructed this house in 1900. The house was nominated to the National Register of Historic Places as part of the Mining Boom Era Thematic National Register District in 1984; however, it was not listed at the owner's request. It has since had several major alterations that have greatly diminished the historical significance and integrity of the house. These alterations have subsequently resulted in the building no longer being eligible for the National register. It was designated as "Significant" on the City's Historic Sites Inventory (HSI) in 2009.

c.1941 Tax Photograph of 339 Park Avenue

1984 National Register survey photograph by Roger Roper

By the 1980s, the house had fallen into severe disrepair. During the Board of Adjustment (BOA) meeting on June 17, 1986, Planner Nora Seltenrich noted that she "had received several inquiries on the property, almost all of which were relating to the demolition of the structure. It definitely was in danger of being demolished." On November 8, 1985, the Building Department conducted a pre-inspection and identified some 18 existing problems with the house that posed health and safety issues. These issues included collapsing porches, foundations, and retaining walls; exposed electrical wires; roof over the back rooms had collapsed; not structurally sound; water problems in exterior walls; and utilities no longer met code requirements.

The first renovation to restore the house occurred in 1986-1987. Then-owners David C. and Edward L. Cook, Jr. requested a variance to the front yard setback, façade width, and use variance in order to renovate the house. The house was then a single family dwelling and the owners argued that the only way for the renovation to be economically feasible was to create a duplex and construct a garage beneath the house. They proposed constructing an addition to the rear elevation of the structure as well.

Per the 1985 Land Management Code (LMC), Section 4.17, the owner could request variances, including variances in uses to be made of the structure, in order to provide an economic means of restoring and preserving the structure. In order for the variance to be granted, the application had to be presented to the Historic District Commission (HDC) for review and a recommendation to the Board of Adjustment based on the specific criteria related to its historical significance; potential demolition due to its deteriorated state or lack of economic worth; and if the proposed use was consistent with a restoration that would preserve the historic integrity of the structure.

On May 29, 1986, the HDC reviewed the request for three (3) variances related to the renovation of the house. The staff memorandum notes that "An addition is proposed to be placed on the back of the structure. That addition should coordinate with the original structure, while being distinct."

On June 4, 1986, the Historic District Commission (HDC) unanimously forwarded a

positive recommendation to the Board of Adjustment (BOA) for the requested variances. The variances included an exception to the required lot size for a duplex use and a front yard and façade width variance in order to accommodate the basement-level garage. The HDC made three (3) significant findings in support of the variance:

- The structure was of substantial historic significance and importance to the community in that it has been determined as eligible for listing on the National Register of Historic Places as part of the Thematic Nomination "Residences of Mining Boom Era Park City."
- Structure is in need of major repair and is in substantial danger of being demolished due to its deteriorated state. Because of the poor repair of the building, it is not economically feasible to renovate the structure to its current use as a single family residence.
- The proposed use as a duplex is consistent with the restoration that preserves the historical character and integrity of the structure.

The BOA then reviewed the variance request on June 17, 1986. The staff report notes that this variance was different from other types of variance requests because it was regulated by local ordinance. The variance was granted to allow the applicant to convert a single family dwelling into a duplex with an "additional sleeping unit". Two (2) variances were unanimously granted to the 1985 LMC:

- Exception to LMC 7.1.3(a) Lot Size. The required minimum lot area for a duplex was 3,750 square feet and the existing lot size was 1,990 square feet.[1]
- Exception to LMC 7.1.3(d) Front Yard. The minimum depth of the front yard for all main buildings and accessory buildings, including garages, was 10 feet. The garage had a setback of 0 feet.

In 1986, a building permit was issued for the renovation of the house. It included the construction of an in-line addition on the west (rear) elevation of the historic house as well as a basement level garage. The renovation also included the construction of an exterior staircase on the west elevation that led from the below-grade garage to the lock-out unit in the attic. The following photo depicts the house following this renovation.

[1] *Staff is unclear where the lot size of 1,990 square feet came from as the John Doyle House Condominium plat, recorded in 1988, clearly shows the dimensions of the lot as 25.03 ft. x 75 ft. This equates to about 1,877 square feet.*

Post-1986 Photograph of the house following construction of the four-car (two tandem) garage.

On July 22, 1987, the BOA heard a second variance request from owners David C. and Edward L. Cook, Jr. for a modification of the original 1986 variance in order to reclassify the existing duplex as a triplex. The BOA found the actual number of people staying at the house or parking in the garage would not be increased by the change in use. The Comprehensive Plan allowed for triplexes and the BOA found that there were no further impacts on public health, safety, or welfare than already existed on the property. Additionally, the BOA had analyzed the appraised value of the structure as both a triplex and a duplex, and it was determined that the triplex had a higher appraised value than the duplex. Two (2) variance requests were granted:

- Exception to LMC 7.1.3(a) Lot Size. The required minimum lot area for a triplex was 5,625 square feet and the lot size was 1,990 square feet.
- Exception to LMC 13.3(a) Required off-street parking. A triplex use required two (2) spaces per unit and the staff report found that a total of five (5) parking spaces would be required for this project, based on the size of the units; however, the applicant had only proposed four (4) parking spaces in the existing garage.

Triplexes were a permitted use in the HR-1 Zoning District. Per the 1985 LMC, the use was permitted only with special underground parking requirements. All parking had to be completely enclosed and so located on the site so that at least 50% of the parking structure mass was below natural grade.

On September 10, 1987, the Park City Council approved the John Doyle House Condominiums, memorializing the triplex use. The three (3) unit record of survey was recorded at the Summit County Recorder's Office on June 2, 1988 (Exhibit B).

By 1989, the house was sold to Thomas and Paula Hurd. The Hurds once again renovated the house in 1996, likely into a single family, and added the dormers that are visible on the front and side elevations of the building. This renovation created the current appearance of the house, as seen in the following photograph:

2013 Photograph of the house from CRSA Intensive Level Survey (ILS).

The property was purchased by the current owner, Chris Casey, in 2004. Chris Casey applied for a Historic District Grant in 2007 for the amount of $3,624 in order to repair the porch soffit, deck, railings, and post repairs; the grant expired and was never paid out.

In 2012, Casey began looking into ways to modify the exterior staircase on the west (rear) elevation of the house that had been constructed in 1986. He requested a determination for a non-conforming use on October 26, 2012. In a letter by former Planner Mat Evans on April 2, 2012, Casey was informed that the proposal did not comply with LMC 15-9-6 Noncomplying Structures because enclosing the exterior staircase of the existing home would exceed the allowable footprint.

On January 31, 2013, the applicant submitted a Historic District Design Review (HDDR) Pre-application contemplating enclosing the rear stairwell by constructing an addition to match the footprint of the foundation wall for the purpose of incorporating the entire area as living space—from the basement level to the top level of the structure. On February 4, 2013, the Planning Director found that based on the applicable code requirements and existing conditions, the current structure was noncompliant in regards to footprint, setbacks, and allowed stories based on the requirements of the HR-1 zoning district. Therefore, the stairwell foundation could not be used to achieve a rear addition to the home.

The applicant then appealed the Planning Director's determination on the non-conforming use on February 13, 2013. The BOA voted unanimously to deny the appeal of the Planning Director's Determination on May 7, 2013 [See Report and Minutes (Exhibit C)]. The BOA found that enclosing the existing exterior stairwell would increase the degree of nonconformity of a noncompliant structure. On December 13, 2013, an appeal of the BOA's determination was reviewed by the Third Judicial District Court; the Court found that the BOA had correctly interpreted the definition of building footprint and

that the BOA's decision that the enclosure of the rear stairs increases the overall building footprint of the proposed structure and thereby increased the degree of existing non-conformity was reasonable.

The applicant is once again contemplating modifying the exterior stairway. The applicant would like to address the ice and water that accumulates on the concrete stairway, built in 1986. He is proposing to remove the stairs above the second level of the structure and introduce a full-width deck across the west (rear) elevation of the house in order to provide a cover over the existing concrete foundation. The proposed work will comply with International Building Code (IBC) 1011.7.2 Outdoor Conditions, which requires that outdoor stairways and outdoor approaches to stairways shall be designed so that water will not accumulate on walking surfaces.

The applicant's proposal for the stairway is not acceptable under the current IBC as it removes emergency access from the third unit on the top level of a triplex dwelling. The applicant is now proposing to officially vacate the condominium plat to allow the building to revert back to a single family home. This would resolve the access issue for the top level according to the IBC as the existing building meets the requirements for emergency egress of a single-family home.

Purpose

The purpose of the Historic Residential-1 Density (HR-1) District is to:

A. preserve present land Uses and character of the Historic residential Areas of Park City,
B. encourage the preservation of Historic Structures,
C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
D. encourage single family Development on combinations of 25' x 75' Historic Lots,
E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

A condominium is not a type of use but a form of ownership. The existing Condominium Record of Survey plat identifies private, common, and limited common ownership areas within the existing and proposed building and site. When it is vacated, the property will revert back to a single lot of record within the Park City Survey— Lot 10, Block 3 of the Park City Survey and only one dwelling unit will be permitted within the structure.

The proposed lot of record is consistent with the purpose statements of the HR-1 District and meets all Land Management Code (LMC) requirements due to the variances granted during the mid-1980s. The applicant is in the process of rehabilitating the existing historic house to create a single-family home that meets the requirements of the IBC. The chart below outlines the conditions that exist today:

	Permitted in HR-1	Proposed in HDDR and Following renovation
Lot and Site Requirements	1,875 SF	1,877 SF; complies
Lot Width	25 ft., measured fifteen feet (15') from the Front Lot Line	25.03 ft.; complies
Setbacks Front Yard Rear Yard Side Yard	 10 ft. 10 ft. 3 ft.	 0 ft.[2]; complies due to 1986 variance 17 ft.; complies .95 feet, north; 1.17 feet south; complies *Historic building therefore valid Complying Structure*
Height	27 ft.	31 ft. 1-1/4 inches; complies *Historic building therefore valid Complying Structure*
Parking	Two spaces are required for each residential unit. The historic house is not required to provide parking.	As existing, there is an underground garage that provides parking for 4 vehicles (2-rows of 2-cars parked in a tandem configuration); complies

Staff has met with the Building Department to identify and determine any non-complying items that would prevent the existing triplex from being reverted back to a single-family dwelling. As the house was remodeled in the 1990s back to a single-family home, staff finds that the house has a single kitchen. The applicant is proposing a lock-out unit with a kitchenette. Staff has added Conditions of Approval to this plat amendment to ensure that the lockout unit does not become an accessory apartment and that any nightly rental of the lockout unit is reviewed through the CUP process. A lockout unit is an allowed use in this zone; however, an Accessory Apartment is a Conditional Use.

<u>Condominium Vacation</u>
The process is the same to vacate a condominium plat as it is to amend an existing plat amendment. Staff's review included ensuring that no non-conformities would be created by the removal of the condo plat and the existing underlying lot of record complies with the requirements of the LMC. The applicant has recorded a Declaration of Termination, which has been attached as Exhibit C. Council's approval of an ordinance and the recording of the ordinance at Summit County officially vacates the condominium plat.

[2] *1986 variance granted a 0' front yard setback for the garage.*

Soils Boundary
The site is not located within the Sensitive Lands Overly District. There are no known physical mine hazards. The site is not within the Soils Ordinance Boundary.

Good Cause
Staff finds Good Cause to vacate the Condominium Record of Survey as the requested form of ownership as a single family dwelling is not detrimental to the overall character of the neighborhood. In addition, the plat and County records should be updated to reflect that this is a single-family home and no longer a triplex.

Process
The approval of this Condominium Record of Survey application by the City Council 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. The Development Review Committee (DRC) requested that staff identify any items within the building that may make it non-complying as a single-family home. Planning staff has met with the Building Department to identify these issues and have addressed them in the body of this report along with the history of this property.

Notice
The property was posted and notice was mailed to property owners within 300 feet on August 30, 2017. Legal notice was also published in the Park Record according to requirements of the Land Management Code on September 2, 2017.

Public Input
No public input has been received by the time of this report.

Alternatives
- The Planning Commission may forward a positive recommendation to the City Council for the vacation of the John Doyle Condominiums located at 339 Park Avenue as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the vacation of the John Doyle Condominiums located at 339 Park Avenue and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the vacation of the John Doyle Condominiums located at 339 Park Avenue.

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

Consequences of not taking the Planning Department's Recommendation
The proposed building would remain as is and the property owner would continue to

have the option to sell the units individually, but would not be able to remove the current required emergency access to the third floor unit

Summary Recommendation

Staff recommends that the Planning Commission hold a public hearing for the vacation of the John Doyle House Condominium plat and considering forwarding a positive recommendation to City Council. No new plat amendment as the site will revert back to Lot 10, Block 3 of the Park City Survey.

Exhibits

Exhibit A – Draft Ordinance to Abandon the Condominium Plat
Exhibit B – Recorded John Doyle House Condominium Plat
Exhibit C – Recorded Declaration of Termination of John Doyle House Condominiums, 4.28.2017
Exhibit D – Property Evaluation Certification Letter by Epic Engineering, including photographs

Exhibit A: Draft Ordinance

Ordinance No. 17-XX

AN ORDINANCE APPROVING THE VACATION OF THE JOHN DOYLE HOUSE CONDOMINIUM PLAT AT 339 PARK AVENUE, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 339 Park Avenue has petitioned the City Council to vacate the Condominium Record of Survey; and

WHEREAS, On August 30th, 2017, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on August 30, 2017, proper legal notice was sent to all affected property owners; and

WHEREAS, the Planning Commission held a public hearing on September 13, 2017, to receive input on condominium plat vacation; and

WHEREAS, the Planning Commission, September 13, 2017, forwarded a _____ recommendation to the City Council; and,

WHEREAS, on October 5, 2017, the City Council held a public hearing to receive input on the condominium plat vacation; and

WHEREAS, it is in the best interest of Park City, Utah to approve the vacation of the John Doyle House Condominiums Record of Survey Plat.

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

SECTION 1. APPROVAL. Vacation of the John Doyle House Condominium plat 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. The property is located at 339 Park Avenue in the Historic Residential-1 Density (HR-1) District.
2. The subject property consists of the John Doyle House Condominiums approved by the City Council on September 10, 1987; it was recorded at Summit County on June 2, 1988.
3. On July 10, 2017, the Planning Department received a plat amendment application to vacate the John Doyle House Condominium plat; the application was deemed complete on August 8, 2017.
4. The John Doyle House at 339 Park Avenue was nominated to the National

Register of Historic Places (NRHP) as part of the Mining Boom Era Thematic National Register District in 1984; however, it was not listed at the owner's request. It has since had several major alterations that have diminished its historical significance and integrity. It is no longer eligible for the NRHP.

5. The property was designated as Significant on the City's Historic Sites Inventory in 2009.
6. The first renovation to restore the house occurred in 1986-1977 by then-owners David C. and Edward L. Cook, Jr. These owners converted the house from a single family home to a triplex.
7. On June 17, 1986, the Board of Adjustment (BOA) granted two variances to allow the Cooks to convert the single family dwelling into a duplex with an additional sleeping unit. The variances included an exception to LMC 7.1.3(a) Lot Size to reduce the minimum lot area for a duplex from 3,750 square feet to 1,990 square feet and to reduce the minimum depth of the front yard from 10 feet to 0 feet for the construction of a garage.
8. In 1986, a building permit was issued for the renovation of the house as well as an inline rear addition and the basement level garage addition.
9. On June 22, 1987, the BOA granted two additional variances as part of the rehabilitation of the property. They granted an exception to LMC 15 7.1.3(a) Lot Size to reduce the required lot size of a triplex from 5,625 square feet to 1,990 square feet as well as an exception to LMC 13.3(a) Required Off-Street Parking to reduce off-street parking demand from five (5) spaces to four (4).
10. The property was renovated again in 1996 by new owners, and it appears the illegal conversion to create a single-family dwelling was done as part of this renovation. The recorded John Doyle House Condominium plat had been recorded at the county in 1988 and was still in place at the time of the 1996 renovation.
11. On April 2, 2012, the Planning Department issued a letter informing current owner Chris Casey that there were issues related to his proposal to enclose a back staircase as the existing home exceeded allowable footprint and the proposal did not comply with LMC 15-9-6 Noncomplying Structures.
12. On January 31, 2013, Chris Casey submitted a Historic District Design Review (HDDR) Pre-application to enclose the rear stairwell constructed in 1986. On February 4, 2013, the Planning Director found that based on the applicable code requirements and existing conditions, the current structure was noncompliant in regards to footprint, setbacks, and allowed stories based on the requirements of the HR-1 zoning district and, therefore, the stairwell foundation could not be used to achieve an enclosed rear addition to the home.
13. On February 13, 2017, the applicant appealed the Planning Director's determination. The BOA voted unanimously to deny the appeal and upheld the Planning Director's determination on May 7, 2013. The BOA found that enclosing the existing exterior stairwell would increase the degree of nonconformity of a noncompliant structure.
14. On December 13, 2013, an appeal of the BOA's determination was reviewed by Third Judicial District Court. The Court found that the BOA had correctly interpreted the definition of building footprint and that the BOA's decision that the

enclosure of the rear stairs increased the overall building footprint of the structure and thereby increased the degree of existing non-conformity that was reasonable.

15. The property owner proposes to vacate the John Doyle House Condominium Record of Survey that created a total of three (3) units.
16. A condominium is not a type of use but a form of ownership.
17. The proposal for a single family dwelling complies with the allowed uses in the HR-1 District.
18. Lot 10, Block 3 of the Park City Survey contains 1,877 square feet. This is greater than the minimum lot size required for a single family dwelling which is 1,875 square feet.
19. The minimum lot width in the HR-1 District is 25 feet; Lot 10 is 25.03 feet in width.
20. The required front yard setback is 10 feet in the HR-1 District; the existing garage has a 0 foot front yard setback as permitted by the variance of 1986.
21. The required rear yard setback is 10 feet in the HR-1 District; the applicant has a 17 foot setback.
22. The required side yard setback is 3 feet in the HR-1 District; the Existing building has a .95 foot setback on the north side and 1.17 foot setback on the south side due to the construction of the original historic house and addition.
23. A single-family dwelling is an allowed use in the HR-1 District.
24. The proposed vacation of the Condominium Record of Survey Plat is appropriate as the requested form of ownership is not detrimental to the overall character of the neighborhood. Further, it will memorialize existing conditions as the house was already converted to a single-family dwelling during the 1996 remodel.
25. Staff has met with the Building Department to identify and determine any non-complying items that would prevent the existing triplex from being reverted back to a single-family dwelling. As the house was remodeled in the 1990s back to a single-family home, staff finds that the house has a single Kitchen, as defined by LMC 15-15-1.
26. A Kitchen is defined by the LMC as an enclosed Area for the preparation of food and containing a sink, refrigerator, and stove.
27. The applicant has proposed a Lock-Out Unit in his building permit plans for the house remodel. A Lock-Out Unit is defined by the LMC as an Area of a dwelling with separate exterior Access and toilet facilities, but no Kitchen. Nightly rental of a Lockout Unit requires a Conditional Use Permit in the HR-1 zoning district.
28. An Accessory Apartment is defined as a self-contained Apartment, with cooking, sleeping, and sanitary facilities, created either by converting part of and/or by adding on to a Single-Family Dwelling or detached garage. Accessory Apartments are a Conditional Use in the HR-1 zoning district. No Accessory Apartment has been approved for this site.
29. The site is not located within the Sensitive Lands Overly District. There are no known physical mine hazards.
30. The site is not located within the Soils Ordinance Boundary.
31. The process to vacate a condominium plat is the same as amending an existing plat amendment. Staff's finds that there are no non-conformities that would be

created by the removal of the condo plat and the existing underlying lot of record complies with the requirements of the LMC.

32. The applicant recorded a Declaration of Termination to abandon the condo plat on April 28, 2017. It is Entry No. 01068385.
33. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

1. The Condominium plat vacation is consistent with the Park City Land Management Code and applicable State law regarding vacating a condominium record of survey plats.
2. Neither the public nor any person will be materially injured by the proposed plat vacation.
3. Vacation of the Condominium Plat, 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 recordation documents 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 documents 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 vacation will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A Lockout Unit is an allowed use in the HR-1 zone; however, any Nightly Rental of a Lockout Unit requires a Conditional Use Permit.
4. The applicant shall not construct a Kitchen in the Lockout Unit, else it will become an Accessory Apartment. A Kitchen contains a sink, refrigerator, and stove; whereas a Kitchenette contains a sink, refrigerator, and an electric outlet which may be used for a microwave oven. No 220V outlet for a range or oven shall be provided in the Lockout Unit.
5. When the condo plat is vacated, the property will revert back to a single lot of record within the Park City survey. Only one (1) dwelling unit will be permitted within the structure.

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

PASSED AND ADOPTED this 5th day of October, 2017.

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, MAYOR

ATTEST:

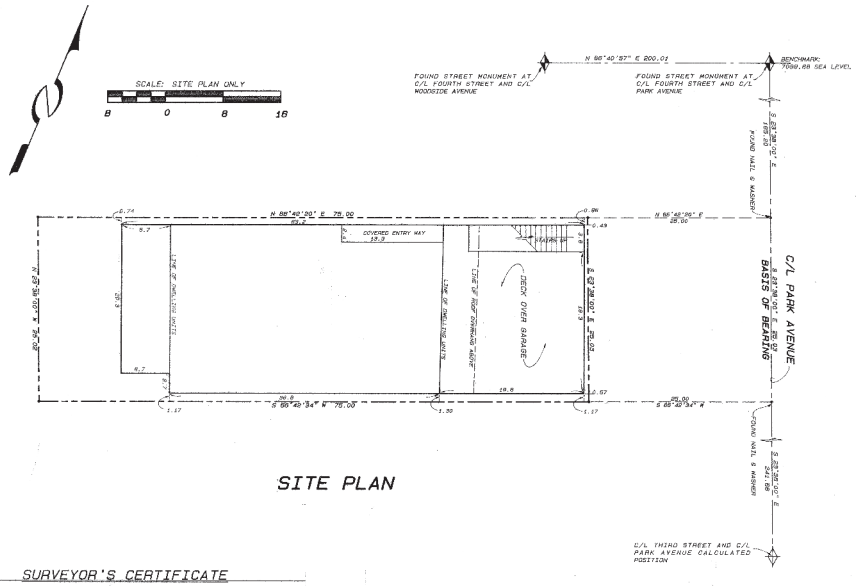
_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

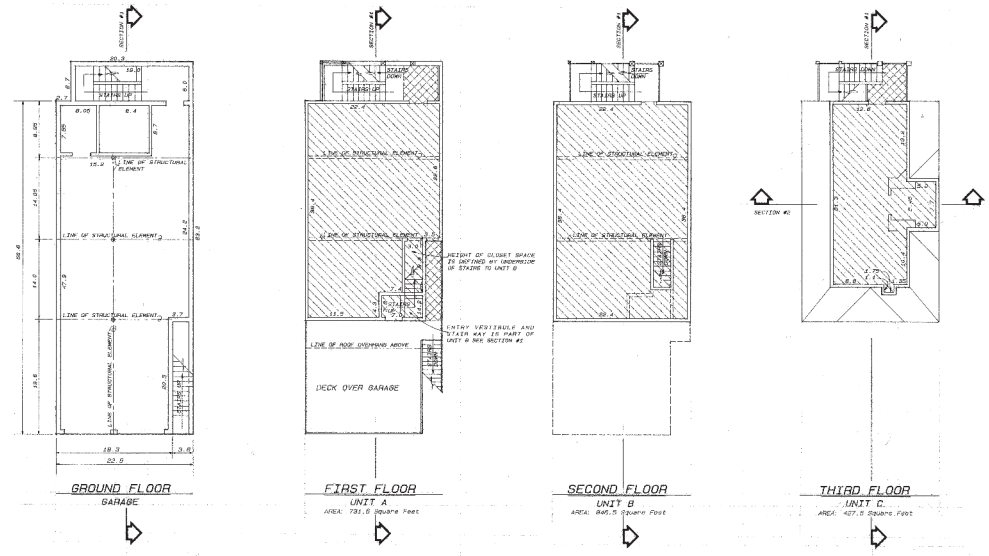
_____
Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

Exhibit B



SITE PLAN



GROUND FLOOR
GARAGE

FIRST FLOOR
UNIT A
AREA: 731.6 Square Feet

SECOND FLOOR
UNIT B
AREA: 845.5 Square Feet

THIRD FLOOR
UNIT C
AREA: 427.6 Square Feet

SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a registered land surveyor and that I hold certificate No. 6164 as prescribed by the laws of the State of Utah; and that I have caused to be made, under my direction, and by authority of the owner(s), this Record of Survey Map of THE JOHN DOYLE HOUSE a Utah Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act. I certify to it's accuracy and it's compliance with that act.

10-7-87
DATE

JOHN DEMKOWICZ, RLS No. 6164

REGISTERED LAND SURVEYOR No 6164 JOHN DEMKOWICZ STATE OF UTAH

LEGAL DESCRIPTION

All of Lot 10, Block 3, Park City Survey, Summit County, Utah

CERTIFICATE OF CONSENT TO RECORD

Know all men by these presents that SILVER KING STATE BANK, is a beneficial interest holder in the hereon described tract of land. SILVER KING STATE BANK hereby consents to the recordation of this Record of Survey Map in accordance with Utah Law

SILVER KING STATE BANK, A Utah Corporation

BY: R. A. Wilde
R. A. WILDE

It's President

OWNER'S CERTIFICATE OF CONSENT TO RECORD

Know all men by these presents that David C. Cook, the owner of the hereon described tract of land, to be hereafter known as THE JOHN DOYLE HOUSE CONDOMINIUMS, does hereby certify that he has caused a survey to be made and this Record of Survey Map to be prepared. David C. Cook hereby consents to the recordation of this Record of Survey Map in accordance with the Utah Condominium Ownership Act, submitting the property to the provisions of that act.

David C. Cook — 10-7-87
David C. Cook — Date

ACKNOWLEDGEMENT

State of Utah }
} ss.
County of Summit }

On the 7th day of Oct., 1987, personally appeared before me, the undersigned Notary Public, David C. Cook, who, being by me duly sworn, acknowledged that he is the owner of the hereon described tract of land, and that the above Owner's Certificate was signed freely and voluntarily, for the purposes therein mentioned.

Gerald R. Ashton
Notary Public

My Commission Expires: Nov. 1990
Residing at: Salt Lake City, Ut.

ACKNOWLEDGEMENT

State of Utah }
} ss.
County of Summit }

On the 7th day of Oct., 1987, personally appeared before me, the undersigned Notary Public, R. A. Wilde, who, being by me duly sworn, acknowledged that he is the president of SILVER KING STATE BANK, a Utah corporation, and that the above Certificate was signed freely and voluntarily, for the purposes therein mentioned, in behalf of said corporation by authority, and said R. A. Wilde acknowledged to me that said corporation executed the same.

Gerald R. Ashton
Notary Public

My Commission Expires: Nov. 1990
Residing at: Salt Lake City, Ut.

LEGEND

INDICATES COMMON AREAS

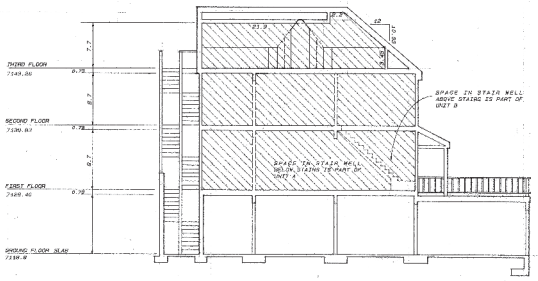
INDICATES PRIVATE OWNERSHIP

INDICATES LIMITED COMMON AREAS

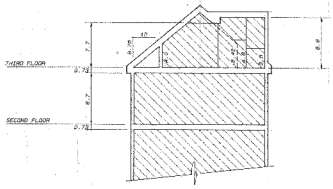
SCALE: FLOOR PLAN & SECTIONS ONLY
10 0 10 20

NOTES:

1. Plans and dimensions shown on this plat were compiled from Architectural Drawings prepared by John Carbine and field measurements made on site.
2. Interior dimensions shown are to finished surfaces.
3. All structural elements are designated as common areas.
4. All physical features and improvements not shown are designated as common areas.
5. Refer to Declaration of Condominium for complete description of ownership.
6. BENCHMARK: 7099.68 Street Monument at the intersection of Park Avenue and 4th. Street.



BUILDING SECTION #1



PARTIAL BUILDING SECTION #2

RECORD OF SURVEY MAP OF:

THE JOHN DOYLE HOUSE CONDOMINIUMS

RECORDED CONCURRENTLY HEREWITH DECLARATION OF CONDOMINIUM

ALLIANCE ENGINEERING INC.	PLANNING COMMISSION	ENGINEERS CERTIFICATE	APPROVAL AS TO FORM	CERTIFICATE OF ATTEST	COUNCIL APPROVAL AND ACCEPTANCE	Entry # 241062 RECORDED
P.O. BOX 2664 323 MAIN STREET PARK CITY, UTAH 84060 (801) 649-9467	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 28 DAY OF October 1987 A.D. BY Buster D. Wexelius CHAIRMAN	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 3RD DAY OF NOVEMBER 1987 A.D. BY Bruce W. Ottman PE PARK CITY ENGINEER	APPROVED AS TO FORM THIS 3rd DAY OF March 1988 A.D. BY Dave Cook PARK CITY ATTORNEY	APPROVED AS TO FORM THIS 10th DAY OF SEPTEMBER 1987 A.D. BY Jan Shute Hyman PARK CITY RECORDER DEPUTY	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 10th DAY OF SEPTEMBER 1987 A.D. BY W. Taylor MAYOR	STATE OF UTAH COUNTY OF SUMMIT RECORDED AND FILED AT THE REQUEST OF Associated Title Co. DATE 6-2-88 TIME 4:00 BOOK ____ PAGE ____ FEE 25.00 Alan Spriggs RECORDER

Alliance Engineering Inc

Exhibit C

When recorded, return to:

Christopher D. Casey
PO Box 681961
Park City, Utah 84068

ENTRY NO. 01068385
04/28/2017 04:51:18 PM B: 2407 P: 1196
Termination PAGE 1/35
MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 80.00 BY CHRISTOPHER D CASEY

DECLARATION OF TERMINATION
OF
JOHN DOYLE HOUSE
CONDOMINIUMS

This DECLARATION OF TERMINATION OF JOHN DOYLE HOUSE CONDOMINIUMS ("Termination") is executed by CHRISTOPHER DAVID CASEY, (Owner"), pursuant to the provisions of Title 57, Chapter 8, Utah Code Ann., as amended ("Act").

RECITALS:

A. David C. Cook, as declarant, previously submitted the real property and improvements located in Park City, Summit County, Utah, more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Project") to that certain Declaration of Condominium of John Doyle House Condominiums recorded on September 3, 1987 as Entry No. 291063 in Book 479, at Page 445 in the Official Records of Summit County, (collectively, "Declaration"). The John Doyle House Condominiums in its entirety consists of three (3) units: 1) Account Number 0021034, Parcel Number JDH-A, 2) Account Number 0259212, Parcel Number JDH-B and 3) Account Number 0259220, Parcel Number JDH-C, (collectively, "Units")

B. Owner is currently the sole owner of all Units of the JOHN DOYLE HOUSE CONDOMINIUMS. §57-8-22 of the Act provides that all of the unit owners in a condominium may remove the property from the provisions of the Act by an instrument duly recorded to that effect. There are no current holders of liens on the Property.

C. Owner, as owner of all the units in the Project, desires to exercise its right to revoke the Declaration in accordance with §57-8-22 of the Act. Pursuant to §57-8 22 of the Act, such revocation shall be effective upon Owner's execution of this Declaration of Termination and recordation thereof in the Official Records of Summit County, Utah.

NOW, THEREFORE, THE Declaration is terminated and revoked as follows:

1. Status of Recitals. The Recitals set forth above shall constitute a portion of the of the terms of this Termination and are hereby incorporated by this reference.

2. Removal of Property and Termination. Pursuant to §57-8-22 of the Act, Owner hereby removes the entire Project from the Act and terminates and revokes the Declaration in its entirety. The Project is no longer submitted to, nor governed by, the provisions of the Declaration, and is hereafter free and clear from the covenants, restrictions and all other terms,

Accordingly, the John Doyle House Condominium Plat and Map of Survey, recorded on September 3, 1987 as Entry No. 291063 in the Official Records of Summit County, Utah, is hereby terminated, vacated and revoked in its entirety, and shall be of no further force and effect.

3. Ownership. Upon Owner's execution of this Termination and recordation thereof in the Official Records of Summit County, Utah, Owner shall be the sole fee title owner of the Project free and clear of the condominium regime described in the declaration.

IN WITNESS WHEREOF, this Declaration of Termination of JOHN DOYLE HOUSE CONDOMINIUMS is executed as of 27th Day of April, 2017.

MONICA MARIA BUTUNOI VAN HARTESVELT
Notary Public - State of Utah
Comm. No. 691690
My Commission Expires on
Nov 7, 2020

By:

CHRISTOPHER DAVID CASEY, Owner

State of Utah County of Summit
Subscribed and sworn before me on 4/28/17
(Date)

(Notary Signature)

REC [illegible] 291063 291063

ASSOCIATED TITLE CO.
88 JUN -2 PM 4:03

AFTER RECORDING, PLEASE RETURN TO:

Steven D. Peterson
EDWARDS & McCOY
57 West 200 South, Suite 400
Salt Lake City, Utah 84101

BK 40.00 RECEIVED
SEP 3 1987
PA Y
MUNICIPAL CORP.

DECLARATION OF CONDOMINIUM
OF THE
THE JOHN DOYLE HOUSE CONDOMINIUMS

THIS DECLARATION is made and executed this 3rd. day of September, 1987, by DAVID C. COOK (hereinafter referred to as "Declarant").

RECITALS:

A. Declarant is the record owner of that certain Tract of real property more particularly described in Article II hereof.

B. Various improvements have been or will be made to the Tract so as to enable its use and operation as a Condominium Project. The construction of all of such improvements has been or will be performed in accordance with the information contained in this Declaration and in the Record of Survey Map.

C. Declarant desires, by filing this Declaration and the Record of Survey Map, to submit said Tract and all improvements now or hereafter constructed thereon to the provisions of the Act as a Condominium Project to be known as the "The John Doyle House Condominiums."

D. Declarant intends to sell and convey to various persons fee title to the individual Units contained in the Project, together with the undivided ownership interests in the Common Areas and Facilities appurtenant to such Units, subject to the covenants, restrictions, and limitations herein set forth.

NOW, THEREFORE, for the foregoing purposes, Declarant hereby makes the following Declaration:

BOOK 479 PAGE 445

I. DEFINITIONS

When used in this Declaration (including in that portion hereof entitled "Recitals"), each of the following terms shall have the meaning indicated. Any term used herein which is defined by the Act shall, to the extent permitted by the context hereof, have the meaning ascribed by the Act.

#1319

1. **Act** shall mean and refer to the Utah Condominium Ownership Act, Utah Code Annotated §57-8-1 et seq. (1953, as amended).

2. **Affiliate of Declarant** shall mean and refer to any person or entity which controls, is controlled by, or is under common control with Declarant. A person or entity shall be considered to control the Declarant if that person or entity is a general partner, officer, director, or employee of the Declarant who: (i) directly or indirectly or acting in concert with one or more persons, or through one or more subsidiaries, owns, controls, or holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting power of Declarant; or (ii) has contributed more than twenty percent (20%) of the capital of Declarant. A person or entity shall be considered to be controlled by Declarant if Declarant is a general partner, officer, director, or employee of that person or entity who: (i) directly or indirectly or acting in concert with one or more persons or through one or more subsidiaries, owns, controls, or holds with power to vote, or holds proxies representing, more than twenty percent (20%) of the voting power of that person or entity; (ii) controls in any manner the election of a majority of the directors of that person or entity; or (iii) has contributed more than twenty percent (20%) of the capital of that person or entity.

3. **Association of Unit Owners, Owners Association**, or **Association** shall mean and refer to The John Doyle House Condominium Owners Association, an unincorporated association comprised of all of the Owners of Condominiums in the Project.

4. **Building** shall mean and refer to a structure containing or to contain Units.

5. **Building Number** shall mean and refer to the number, letter, or combination thereof (if any) which designates a Building in the attached Exhibit "A" and on the Record of Survey Map.

6. **Common Areas and Facilities** or **Common Areas** shall mean, refer to and include:

(a) The real property and interests in real property which this Declaration submits to the terms of the Act, including the entirety of the Tract (but excluding individual Units).

(b) All Common Areas and Facilities designated as such in the Map.

(c) (c) All Limited Common Areas and Facilities.

(d) All foundations, roofs, and lobbies constituting a portion of or included in the improvements which comprise a part of the Project, and any halls, corridors, stairs, stairways, landings, entrances, and exits which are designed for the use of more than one Unit.

(e) All installations for and all equipment connected with the furnishing of Project utility services such as electricity, gas, water, and sewer.

(f) All tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus, installations, and facilities included within the Project and existing for common use.

(g) The Project outdoor lighting, fences, landscaping, laundry rooms, sidewalks, parking spaces, driveways and accessways.

(h) All portions of the Project not specifically included within the individual Units.

(i) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.

7. Common Expenses shall mean and refer to all sums which are expended on behalf of all the Unit Owners and all sums which are required by the Management Committee to perform or exercise its functions, duties, or rights under the Act, this Declaration, any Management Agreement which may be entered into for operation of the Project, and such rules and regulations as the Management Committee may from time to time make and adopt.

8. Condominium Project or Project shall mean and refer to The John Doyle House Condominiums.

9. Condominium Unit or Condominium shall mean, refer to, and include a Unit together with its appurtenant undivided ownership interest in the Common Areas and Facilities, and its appurtenant right to exclusive use of Limited Common Areas associates with such Unit.

10. Declarant shall mean and refer to David C. Cook or any successor thereof which either by operation of law or through a voluntary conveyance, transfer, or assignment, comes to stand in the same relation to the Project as did its predecessor.

11. Declaration shall mean and refer to this Declaration of Condominium of The John Doyle House Condominiums, as the same may hereafter be modified, amended, supplemented, or expanded in accordance with law and the provisions hereof.

12. **Eligible Mortgagee** shall mean and include a Mortgagee which has requested notice of certain matters from the Association in accordance with the sixth paragraph of Section 33 of Article III of this Declaration.

13. **Eligible Insurer or Guarantor** shall mean and include an insurer or governmental guarantor of a Mortgage which has requested notice of certain matters from the Association in accordance with the sixth paragraph of Section 33 of Article III of this Declaration.

14. **Limited Common Areas and Facilities** or **Limited Common Areas** shall mean and refer to those Common Areas and Facilities designated in this Declaration or in the Survey Map as reserved for the use of a certain Unit to the exclusion of the other Units.

15. **Management Committee** or **Committee** shall mean and refer to the Management Committee of The John Doyle House Condominiums.

16. **Mortgage** shall mean and include both a first mortgage on any Condominium Unit and a first deed of trust on any Condominium Unit.

17. **Mortgagee** shall mean and include both a mortgagee under a first mortgage on any Condominium Unit and a beneficiary under a first deed of trust on any Condominium Unit.

18. **Record of Survey Map, Survey Map, or Map** shall mean and refer to the Record of Survey Map, filed herewith, entitled "Record of Survey Map of The John Doyle House Condominiums," executed and acknowledged by Declarant, consisting of one (1) sheet and prepared and certified to by John Demkowicz, a duly registered Utah Land Surveyor holding Certificate No. 6164, as the same may hereafter be modified, amended, supplemented, or expanded in accordance with law and the provisions hereof.

19. **Tract** shall mean, refer to, and consist of the real property which Article II of this Declaration submits to the terms of the Act.

20. **Unit** shall mean and refer to one or more rooms or spaces located in a Building and intended for independent use and which is designated as a Unit on the Record of Survey Map and in Exhibit "A" attached hereto (and incorporated herein by this reference). All walls on the perimeters of a Unit shall constitute a part of the Common Areas and Facilities. A Unit shall include any walls, partitions, floors, ceilings, and stairs which are wholly contained within its vertical and horizontal perimeters and the surfaces of any floors, ceilings, walls, or coverings which bound it; provided, however, that a Unit shall not include pipes, wires, conduits, or other utility lines running through it which are utilized for or which serve

more than one Unit and shall not include any load-bearing walls or floors comprising a part of the Building in which the Unit is contained. A Unit shall also include all fixtures contained within its vertical and horizontal perimeters and intended for the sole use of such Unit.

21. Unit Number shall mean and refer to the number, letter, or combination thereof which designates a Unit in the attached Exhibit "A" and on the Record of Survey Map.

22. Unit Owner or Owner shall mean and refer to the person who is the owner of record (in the Office of the County Recorder of Summit County, State of Utah) of a fee or an undivided fee interest in a Condominium Unit. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Unit Owner or Owner shall not mean or include a mortgagee or a beneficiary or trustee under a deed of trust unless and until such party has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.

II. SUBMISSION

There is hereby submitted to the provisions of the Act, as the Tract associated with The John Doyle House Condominiums, the following described parcel of real property situated in Summit County, State of Utah:

All of Lot 10, Block 3, Park City Survey, Summit County, Utah.

TOGETHER WITH: (i) all buildings, if any, improvements, and structures situated on or comprising a part of the above-described parcel of real property; (ii) all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying said parcel; and (iii) all articles of personal property intended for use in connection with said parcel.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Tract or any portion thereof, including, without limitation, any mortgage or deed of trust; all visible easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the Survey Map or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described Tract at such time as construction of all

Project improvements is complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described Tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant or for any assignee or successor of Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration): (i) To construct and complete each Building and all of the other improvements described in this Declaration or in the Survey Map recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith; and (ii) To improve portions of the Tract with such other or additional improvements, facilities, or landscaping designed for the use and enjoyment of all the Owners as Declarant or as such assignee or successor may reasonably determine to be appropriate. If, pursuant to the foregoing reservations, the above-described Tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservations hereby effected shall, unless sooner terminated in accordance with their terms, expire seven (7) years after the date on which the Declaration is filed for record in the office of the County Recorder of Summit County, Utah.

III. COVENANTS, CONDITIONS AND RESTRICTIONS

The foregoing submission is made upon and under the following covenants, conditions, and restrictions:

1. Description of Improvements. The improvements included in the Project are now or will be located upon the Tract. The significant improvements contained in the Project include one (1) Building containing three (3) Units and four (4) parking spaces. The parking spaces are a portion of the Common Areas of the Project. One parking space is hereby reserved for each unit. Otherwise, parking spaces may be used on a first come first serve basis. The location and configuration of the improvements referred to in the foregoing sentence are depicted on the Survey Map. The Survey Map shows the number of stories and the number of Units which are contained in the Buildings included in the Project. The Building is composed of the following materials: a portion of the load bearing walls on the lowest floor are of concrete; all other load bearing and all non-load bearing walls are wooden frame and studded with wood; the ground floor is of concrete; the second, third and fourth floors are of wooden

joists covered with plywood and cement; the roof is of wood tresses covered with plywood and asphalt shingles; interior walls are surfaced with sheetrock or gypsum board; and above ground exterior walls are surfaced with wood siding.

2. Description and Legal Status of Units. The Record of Survey Map shows the Unit Number of each Unit, its location and dimensions. Each Condominium Unit shall be capable of being separately owned, encumbered, and conveyed. The undivided ownership interest in the Common Areas and Facilities appurtenant to a Unit may not be partitioned from the balance of the Common Areas and Facilities by an action pursuant to Chapter 39 of Title 78, Utah Code Annotated (1953), or by any other means. The immediately foregoing sentence shall not prejudice or otherwise affect the rights set forth in Sections 27 through 31, inclusive, of this Declaration in the event of Substantial Destruction, Condemnation, or Obsolescence. There shall not be any restriction upon any Unit Owner's right of ingress to and egress from his Unit.

3. Contents of Exhibit "A". Exhibit "A" to this Declaration furnishes the following information with respect to each Unit contained in the Project: (i) The Unit Number; (ii) The square footage of each Unit; (iii) The percentage of undivided ownership interest in the Common Areas which is appurtenant to the Unit; and (iv) the number of votes associated with each Unit.

4. Computation of Undivided Interests. The percentage of undivided ownership interest in the Common Areas and Facilities which is appurtenant to a Unit shall be equal to the ratio between the square footage of such Unit and the aggregate square footage of all Units included in the Project. In determining the percentage of undivided ownership interest which is appurtenant to each Unit contained in the Project, Declarant may have made minor adjustments in some or all of the percentage interests which result from a strict application of the formula described in the immediately foregoing sentence solely for the purpose of assuring that the total undivided ownership interest respecting the Project equals 100.00% as required by the Act. The percentages of individual ownership interest in the Common Areas which are appurtenant to the Units and which are set forth on Exhibit "A" have been computed in the aforesaid manner.

5. Limited Common Areas. The Limited Common Areas and Facilities which are contained or to be contained in the Project consist of certain porches and walkways as shown on the Survey Map. The exclusive use of each such porch or walkway is reserved as designated on the Survey Map.

6. Conveyancing. Any deed, lease, deed of trust, or other instrument conveying or encumbering a Condominium Unit shall

describe the interest or estate involved substantially as follows:

> Unit No. _____ contained within The John Doyle House Condominiums, as the same is identified in the Record of Survey Map recorded in Summit County, Utah, as Entry No. 291062 (as said Record of Survey Map may have heretofore been amended or supplemented) and in the Declaration of Condominium of The John Doyle House Condominiums recorded in Summit County, Utah, as Entry No. 291063 in Book 479 at Page 445 (as said Declaration may have heretofore been amended or supplemented). TOGETHER WITH the undivided ownership interest in said Project's Common Areas and Facilities which is appurtenant to said Unit as more particularly described in said Declaration.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit. Neither the percentage of undivided ownership interest in the Common Areas and Facilities, nor the right of exclusive use of a Limited Common Area and Facility, shall be separated from the Unit to which it appertains; and, even though not specifically mentioned in the instrument of transfer, such percentage of undivided ownership interest and such right of exclusive use shall automatically accompany the transfer of the Unit to which they relate.

7. **Use Restrictions**. All Units are intended to be used for residential housing and are restricted to such use. Nightly leasing or renting of a Unit for hotel or similar purposes is permitted. All leases or rental agreements for a Unit shall be in writing and subject to the requirements of this Declaration, the Association Bylaws, the Record of Survey Map and such rules, regulations, and procedures as may be promulgated by the Management Committee. Neither the Committee nor the Association shall create or enforce any restriction relating to the term of a lease or the term of a rental agreement of any Condominium Unit in the Project other than those contained in this Section 7. No Unit shall be used, occupied, or altered in violation of law, so as to detract from the appearance or value of any other Unit, so as to create a nuisance or to interfere with the rights of any Unit Owner, or in a way which would result in an increase in the cost of any insurance covering the Project as a whole. The Common Areas and Facilities shall be used only in a manner which is consistent with their community nature and with the use restrictions applicable to the Units. Without limiting the breadth of the foregoing sentence: (i) No automobile or other vehicle shall be parked in front of a driveway or walkway; (ii) No radio or television antenna or any wiring for any purpose may be installed on the exterior of any Building without the prior

written approval of the Management Committee; (iii) No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or fixed by any Owner at any location within the Common Areas or at any location within each Unit visible from the Common Areas without the prior written consent of the Management Committee; (iv) No inoperable vehicles shall be parked or stored within the Project; (v) No sidewalk, entrance, passage, vestibule, stairway, corridor, or hall comprising a part of the Common Areas (other than Limited Common Areas) may be obstructed or encumbered or used for any purpose other than ingress or egress to and from Units; (vi) No garments, rugs, other household items, or wash lines of any kind may be hung, erected, or maintained outside of an Owner's Unit; (vii) No Unit Owner shall discard or permit to fall any items from the windows of his or her Unit; and (viii) No articles belonging to Owners shall be kept within or upon Common Areas (other than Limited Common Areas associated with his Unit). No leases, charges for use, rental agreements, licenses, or similar arrangements shall be employed or entered into with respect to any portion of the Common Areas and Facilities. No animals or pets shall be kept or allowed in any part of the Project.

8. Declarant's Sales Program. Notwithstanding the provisions of the foregoing Section 7, until the happening of the event described in the last paragraph of this Section 8, Declarant shall have the following rights in furtherance of any sales, promotional, or other activities designed to accomplish or facilitate the sale of all Units owned or to be owned by Declarant:

(i) Declarant shall have the right to maintain sales offices and/or model apartments in the Project at such locations and/or in such Units as Declarant shall determine. Such offices and/or model apartments may be one or more Units (of any floor area and at any location) owned by Declarant, one or more separate structures or facilities placed on the Tract for the purpose of aiding Declarant's sales efforts, or any combination of the foregoing. If one or more separate structures or facilities is so employed by Declarant, each shall be reasonably located given the layout of the Project and each shall have an aggregate floor area not substantially in excess of the aggregate floor area of the largest Unit contained in the Project.

(ii) Declarant shall have the right to maintain a reasonable number of promotional, advertising, and/or directional signs, banners, or similar devices at any place or places on the Tract, but any such device shall be of a size and in a location as is reasonable and customary.

Declarant shall have the right from time to time to locate or relocate any of its sales offices, model apartments, and/or signs, banners, or similar devices, but in connection with each

such location or relocation shall observe the limitations imposed by the preceding portion of this Section. Within a reasonable period of time after the happening of the event described in the last paragraph of this Section 8, below, Declarant shall have the right to remove from the Project any signs, banners, or similar devices and any separate structure or facility which was placed on a portion of the Tract for the purpose of aiding Declarant's sales effort. Any signs, banners, or similar devices and any separate structure of facility for aiding Declarant's sales effort shall comply with applicable zoning ordinances. Upon the happening of the event described in the last paragraph of this Section 8, below, any Unit or portion of the Common Areas used as a sales office or model apartment shall revert to residential use and may not thereafter be used as commercial office space or for any other nonresidential use if prohibited by applicable zoning ordinances.

The event referred to in the first paragraph of this Section 8 shall be the first to occur of the following:

(a) Declarant ceases to be a Unit Owner; or

(b) The expiration of five (5) years after the date on which this Declaration is filed for record in the office of the County Recorder of Summit County, Utah.

9. Completion Obligation. Declarant hereby covenants in favor of each person who contracts with Declarant for the purchase of a Unit located or to be located on any portion of the Tract that no later than twenty-three (23) months after the date on which such contract is entered into: (i) the Unit which such person has contracted to purchase, the Building within which such Unit is contained or is to be contained, and each Limited Common Area appurtenant to such Unit shall be fully constructed and ready for use or occupancy (as the case may be); and (ii) there shall be substantially completed and usable as part of the Common Areas all proposed or planned roadways, parking spaces, sidewalks, fences, outdoor lighting, landscaping, and utility lines and conduits necessary to enable full use and enjoyment of the Unit concerned.

10. Condition and Maintenance of Units and Limited Common Areas. Each Unit, and all utility facilities, lines, ducts, and other such apparatus (including air conditioning apparatus) serving solely such Unit, shall be maintained by the Owner thereof so as not to detract from the appearance of the Project and so as not to affect adversely the value or use of any other Unit or other portions of the Project.

11. Encroachments. In the event that any portion of the Common Areas, a Limited Common Area, a Unit, and/or a Building (whether constructed by Declarant or reconstructed so as to substantially duplicate a Unit or Building originally constructed

by Declarant) encroaches or comes to encroach on the Common Areas, another Limited Common Area, another Unit, and/or another Building, as a result of construction, reconstruction, repair, shifting, settlement, or movement of any portion of the foregoing, an easement for such encroachment and for the maintenance of the same is created hereby and shall exist so long as such encroachment exists.

12. **Membership in the Association**. Each Owner shall be entitled and required to be a member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Condominium is held by more than one person, the membership appurtenant to that Condominium shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Condominium is held. An Owner shall be entitled to one membership for each Condominium owned by him. Each membership shall be appurtenant to the Condominium to which it relates and shall be transferred automatically by conveyance of that Condominium. Ownership of a Condominium within the Project cannot be separated from membership in the Association appurtenant thereto, and any devise, encumbrance, conveyance or other disposition, respectively, of a Condominium shall include the Owner's membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Condominium. The Association shall make available to the Owners, Mortgagees and the holders of the first mortgage on any Unit current copies of the 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 not less than five (5) days prior request, during normal business hours or under other reasonable circumstances. Membership in the Association shall be governed by this Declaration and the Bylaws attached hereto as Exhibit "B" and incorporated herein by this reference.

13. **Status and Authority of Management Committee**. The Condominium Project shall be managed, operated, and maintained by the Management Committee on behalf of the Association. The Management Committee shall have, and is hereby granted, the following authority and powers:

(a) A right of entry upon any Condominium Unit and any Limited Common Area to effect emergency repairs, and a reasonable right of entry thereupon to effect other repairs, improvements, replacement, or maintenance of the Project, or any portion thereof, as necessary.

(b) The authority, without the vote or consent of the Unit Owners, Mortgagees, insurers or guarantors of Mortgages,

or of any other person(s), to grant or create, on such terms as it deems advisable, reasonable permits, licenses, and easements over, under, across, and through the Common Areas and Facilities for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Project.

(c) The authority to execute and record, on behalf of all the Unit Owners, any amendment to the Declaration or Record of Survey Map which has been approved by the vote or consent necessary to authorize such amendment.

(d) The power to sue and be sued.

(e) The authority to enter into contracts which in any way concern the Project, so long as any vote or consent necessitated by the subject matter of the agreement has been obtained.

(f) The power and authority to convey or transfer any interest in real property, so long as any vote or consent necessary under the circumstances has been obtained.

(g) The power and authority to purchase, otherwise acquire, and accept title to, any interest in real property, so long as such action has been authorized by any vote or consent which is necessary under the circumstances.

(h) The power and authority to add any interest in real property obtained pursuant to subparagraph (g) above to the Condominium Project, so long as such action has been authorized by the necessary vote or consent.

(i) The authority to promulgate such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Committee in carrying out any of its functions or to insure that the Project is maintained and used in a manner consistent with the interests of the Unit Owners, including rules governing the use of the Common Area Deck facility and the Common Area parking facilities.

(j) The power and authority to levy and collect general and special assessments for the payment of Common Expenses as provided for in Section 19 and 20 of this Article III.

(k) The power and authority to perform any other acts and to enter into any other transactions which may be reasonably necessary for the Management Committee to perform its functions on behalf of the Unit Owners.

Any instrument executed by the Management Committee that recites facts which, if true, would establish the Committee's power and authority to accomplish through such instrument what is purported

to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies upon said instrument.

13. **Management**. The Committee shall have full authority and authorized to manage the Project. The Committee may elect to carry out through a professional manager those of its functions which are properly the subject of delegation. Any professional manager so engaged shall be responsible for managing the Project for the benefit of the Committee and the Unit Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Committee, be authorized to perform any of the functions or acts required or permitted to be performed by the Management Committee itself. Any such management agreement shall run for a reasonable period of from one to three years and shall provide that either party, with or without cause and without payment of any termination fee or being subject to any penalty, may terminate same upon not in excess of thirty (30) days written notice to the other party thereto.

14. **Composition of Management Committee**. The Committee shall be composed of three members. Each Owner of a Condominium shall be entitled to appoint one member of the Committee. Notwithstanding the foregoing provisions, until the first annual meeting of the Owners the members of the Committee shall be the following persons and each shall hold the office(s) indicated opposite his name:

David C. Cook	President
Martin Vander Veur	Vice-President
Annette C. Cook	Secretary/Treasurer

Committee members shall be reimbursed for all expenses reasonably incurred in connection with Committee business. The Committee may fix such compensation for any member as may be reasonable in light of the Committee duties which that member is required to perform.

15. **Voting--Multiple Ownership**. The vote attributable to and exercisable in connection with a Unit shall be the percentage of undivided ownership interest which is then appurtenant thereto. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determined among themselves. A vote cast at any meeting by any of such Owners shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

16. **Lists of Unit Owners, Eligible Mortgagees, and Eligible Insurers or Guarantors**. The Committee shall maintain up-to-date

records showing: (i) the name of each person who is an Owner, the address of such person, and the Unit which is owned by him; (ii) the name of each person or entity who is an Eligible Mortgagee, the address of such person or entity, and the Unit which is encumbered by the Mortgage held by such person or entity; and (iii) the name of each person or entity who is an Eligible Insurer or Guarantor, the address of such person or entity, and the Unit which is encumbered by the Mortgage insured or guaranteed by such person or entity. In the event of any transfer of a fee or undivided fee interest in a Unit, either the transferor or transferee shall furnish the Committee with evidence establishing that the transfer has occurred and that the Deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Summit County, Utah. The Committee may for all purposes act and rely on the information concerning Owners and Unit ownership which is thus acquired by it or, at its option, the Committee may act and rely on current ownership information respecting any Unit or Units which is obtained from the office of the County Recorder of Summit County, Utah. The address of an Owner shall be deemed to be the address of the Unit owned by such person unless the Committee is otherwise advised.

17. **Limitation on Improvements by Association**. Until occurrence of the event described in the last Paragraph of Section 8 of this Article III, neither the Association nor the Management Committee shall, without the written consent of Declarant, make any improvement to or alteration in any of the Common Areas and Facilities other than such repairs, replacements, or similar matters as may be necessary to properly maintain the Common Areas as originally created or constructed by Declarant.

18. **Capital Improvements**. Additions or capital improvements to the Project which cost no more than One Thousand Dollars ($1,000.00) may be authorized by the Management Committee alone. Additions or capital improvements the cost of which will exceed such amount must, prior to being constructed or accomplished, be authorized by at least a majority of the undivided ownership interest in the Project. Any addition to capital improvement which would materially alter the nature of the Project must, regardless of its cost and prior to being constructed or accomplished, be authorized by at least sixty-seven percent (67%) of the Project's undivided ownership interest. All provisions of this Section 18 are subject to the limitations imposed by the foregoing Section 17.

19. **Operation and Maintenance**. The Management Committee shall as a portion of the Common Expenses, pay for, or provide for the payment of, all utility services furnished to the Project which are not separately metered and billed to individual Units by the utility or other party furnishing such service. Except as otherwise provided in the balance of this Section 19 or

in Section 10 of this Article III, the Committee shall provide for such maintenance and operation of the Common and Limited Common Areas and Facilities as may be reasonably necessary to make them appropriately usable in conjunction with the Units and to keep them clean, functional, attractive, and generally in good condition and repair. Without limiting the breadth of the foregoing, the Committee shall provide for maintenance and cleaning of any storm water catch basins within the Project on a weekly basis or more often if the circumstances so require.

20. Payment of Expenses. Before November 15 of each year the Committee shall prepare a budget which sets forth an itemization of the Common Expenses which are anticipated for the 12-month period commencing with the following January 1. Such budget shall take into account any deficit or surplus realized during the current fiscal year and such sums as may be necessary to fund the reserves required under the second Paragraph of this Section. The total of such expenses shall be apportioned among all the Units on the basis of their respective appurtenant percentages of undivided ownership interest (subject, however, to the provision which appears at the end of this Paragraph). Prior to the tenth (10th) day of each month during the fiscal year covered by the budget, each Unit Owner shall pay to the Association as his share of the Common Expenses one-twelfth of the amount so apportioned to his Unit. If the aggregate of monthly payments attributable to all of the Units is too large or too small as a result of unanticipated income or expenses, the Committee may from time to time effect an equitable change in the amount of said payments. The dates and manner of payment shall be determined by the Committee. The foregoing method of assessing the Common Expenses to the Units shall commence when Declarant conveys the first Unit to a purchaser and may be altered by the Committee thereafter so long as the method it adopts is consistent with good accounting practice and requires that the portion of Common Expenses borne by each Unit during a 12-month period be determined on the basis of its appurtenant undivided ownership interest.

The Committee shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of the Common Areas and Facilities and to cover any deductible amounts under the insurance policies required to be maintained by Section 23 of this Article III. As provided in the immediately foregoing Paragraph, such fund shall be maintained out of regular monthly payments of Common Expenses. Such fund shall be maintained in a reasonably liquid, interest bearing investment or account as determined by the Management Committee.

The Committee shall also establish a working capital fund for the initial months of the Project's operation equal to at least two months' estimated Common Expenses. Each Condominium Unit's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale

of such Condominium Unit. The working capital fund shall be maintained in a segregated account for the use and benefit of the Association. Notwithstanding the foregoing, the contribution to the working capital fund for each unsold Condominium Unit contained in the Project shall be paid to the Association within 60 days after the date of the conveyance of the first Condominium Unit. With respect to each Condominium Unit for which the Declarant pays the contribution to the working capital fund, the Declarant shall be reimbursed for such contribution by the purchaser of such Unit at the time of the closing of the sale to such purchaser. The purpose of the working capital fund is to insure that the Committee will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Committee. Amounts paid into the fund are not to be considered as advance payment of regular monthly payments of Common Expenses and are not refundable by the Association.

21. Remedies for Nonpayment. Regardless of the terms of any agreement to the contrary, liability for the payment of Common Expense assessments shall be joint and several among the owners of each Unit, and any remedy for the collection of such assessments may be enforced against any Owner of the Unit concerned or against the Unit itself; provided, however, that the personal obligation of an Owner to pay his share of the Common Expenses shall not pass to successors in title unless assumed by them. Should any Unit Owner fail to pay when due his share of the Common Expenses, the delinquent payment shall bear interest at the rate of eighteen percent (18%) per annum and the Association may enforce any remedy provided in the Act or otherwise available for collection of delinquent Common Expense assessments. If any Unit Owner fails or refuses to make any payment of Common Expenses when due, the amount thereof shall be, constitute, and remain a charge and continuing lien upon the Unit and shall be the personal obligation of each person who is an Owner of such Unit at the time the Common Expense assessment falls due. Any relief obtained, whether or not through foreclosure proceedings, shall include the Association's costs and expenses and reasonable attorneys' fees. In the event of foreclosure, after institution of the action the Association shall, without regard to the value of the Unit or the extent of the Owner's equity therein, be entitled to the appointment of a receiver to collect any income or rentals which may be produced by the Unit concerned.

22. Management Committee Liability. No member of the Management Committee shall be liable to the Unit Owners for any mistake of judgment, for negligence, or on other grounds, except for such member's own individual and willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each member of the Management Committee from and against all liability to third parties arising out of any contract made by the Management Committee on behalf of the Owners, unless such

contract was made in bad faith or contrary to the provisions of the Act or this Declaration. The liability of any Unit Owner arising out of any contract made by the Management Committee or out of the indemnification provision set forth in the foregoing portion of this Section 22 shall be limited to the total liability concerned multiplied by such Owner's undivided ownership interest in the Common Areas.

23. Hazard Insurance. The Association shall at all times maintain in force, and pay the premiums for, hazard insurance meeting the following requirements:

(i) A "master" or "blanket" type policy of property insurance shall be maintained covering the entire Project, including: Common Areas and Facilities; Limited Common Areas; Units; fixtures; building service equipment, personal property and supplies comprising a part of the Common Areas and Facilities or owned by the Association; and fixtures, equipment, or other property comprising a part of or located within any Unit and which are of a class typically encumbered by mortgages held by the Federal National Mortgage Association (hereinafter "FNMA") or other similar institutional Mortgage investors; 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 condominium insurance coverage. As a minimum, such "master" or "blanket" policy shall 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 condominium 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. The maximum deductible amount for such policy shall be the lesser of Ten Thousand Dollars ($10,000) or one percent (1%) of the policy face amount.

(ii) If any part of the Project is or comes to be situated in an area identified by the Federal Emergency Management Agency as having special flood hazards, a "master" or "Blanket" policy of flood insurance shall be maintained covering Buildings, any machinery and equipment that are not part of a Building but which are owned by the Association or Management Committee and any other common areas 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 Program ("NFIP") for all Buildings and Insurable Property within any portion of the Project located within a designated flood hazard area; or (2) the greater of one hundred percent (100%) of the current replacement cost of all such Buildings and Insurable Property or the outstanding balance of the loans guaranteed by the Veterans Administration and secured by any portion of the Project. Such policy shall be in a form which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal insurance Administrator. 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.

(iii) The name of the insured under each policy required to be maintained by the foregoing items (i) and (ii) shall be set forth therein substantially as follows: "Association of Unit Owners of The John Doyle House Condominiums 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 Unit Owners. Loss payable shall be in favor of the Owners Association (or Insurance Trustee), as a trustee for each Unit Owner and each such Owner's Mortgagee. Each Unit Owner and each such Owner's Mortgagee, if any, shall be beneficiaries of such policy in the percentage of such Owner's undivided ownership interest in the Common Areas and Facilities. Evidence of insurance shall be issued to each Unit Owner and Mortgagee upon request.

(iv) Each policy required to be maintained by the foregoing items (i) and (ii), shall 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. If FNMA is a holder of one or more Mortgages on Condominium Units within the Project, such mortgage clause shall name FNMA or FNMA's servicer of such Mortgages as Mortgagee. If FNMA's servicer is named as mortgagee in such mortgage clause, such servicer's name shall be followed therein by the phrase "its successors and assigns". In addition, such mortgage clause or another appropriate provision of each such policy shall provide that the policy may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and to each Mortgagee which is listed as a schedule holder of a Mortgage in the policy.

(v) Each policy required to be maintained by the foregoing items (i) and (ii), shall provide for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Unit Owners individually; the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Unit Owners collectively; and the policy is primary, even in the event the Unit Owner has other insurance covering the same loss. The requirements stated in this item (v) are generally provided by the insurer in the form of a "special Condominium Endorsement" or its equivalent.

(vi) Each policy required to be maintained by the foregoing item (i) shall also contain or provide the following: (1) "Agreed Amount and Inflation Guard Endorsement", if available; (2) "Construction Code Endorsement" (such as a "Demolition Cost Endorsement", a "Contingent Liability from Operation of Building Laws Endorsement" and an "Increased Cost of Construction Endorsement"), if the Project is subject to a construction code provision which would become operative upon Partial or Substantial Destruction and require changes to undamaged portions of the Building(s), thereby imposing significant costs in the event of such Destruction of the Project by an insured peril; and (3) "Steam Boiler and Machinery Coverage Endorsement" which shall provide that the insurer's minimum, liability per accident at least equals the lessor of Two Million Dollars ($2,000,000.00) or the insurable value of the Building containing the boiler or machinery.

24. **Fidelity Bonds**. The Association shall to the extent economically feasible at all times maintain in force 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 Committee or the Association, regardless of whether such persons receive compensation for their services. Furthermore, where the Committee or the Association has delegated some or all of the responsibility for the handling of funds to a management agent, the management agent shall provide "blanket" fidelity bonds with coverage identical to such bonds required of the Association, for the management agent's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Committee or the Association. The total amount of fidelity bond coverage required shall be based upon 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 management agent, as the case may be, at any given time during the term of each bond. Nevertheless, in no event may the amount of such bonds be less than a sum equal to three months' aggregate assessments on all Condominium Units plus the Association's reserve funds. The bonds required shall meet the following

additional requirements: (1) the fidelity bonds shall name the Owners Association as obligee; (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions; (3) the premiums on all bonds required herein (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as part of the Common Expenses; and (4) the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association, to any Insurance Trustee, and to each servicer of loans on behalf of FNMA.

25. Liability Insurance. The Association shall maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas and Facilities, public ways in the Project, if any, all other areas of the Project that are under the Association's supervision, and 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 condominium projects similar to the Project in construction, location, and use. Nevertheless, such coverage shall 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 shall 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, and legal liability arising out of lawsuits related to employment contracts of the Association. Additional coverages under such policy shall include protection against such other risks as are customarily covered with respect to condominium projects similar to the Project in construction, location, and use, including but not limited to, 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 Unit Owner's claim because of negligent acts of the Association or Management Committee or any other Unit Owner. Such policy shall provide that it may not be cancelled or substantially modified, by any party, 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 such policy.

26. Insurance Trustees and General Requirements Concerning Insurance. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, and notwithstanding Section 30 of this Article III, there may be

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named as an insured on behalf of the Committee and the Association, the Association's authorized representative, including any trustee with whom the Committee and 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 Unit Owner hereby appoints the Committee, or any Insurance Trustee or substitute Insurance Trustee designated by the Committee, 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 Committee, 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 Unit Owners and their mortgagees, as their interests may appear.

Each insurance policy maintained pursuant to the foregoing Sections 23, 24, and 25 shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has a financial rating by Best's Key Rating Guide of Class VI or better, or which is written by Lloyd's of London even though it has no Best's rating. No such policy shall be maintained where: (i) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, a Unit Owner, a borrower, a Mortgagee, the Management Committee, the Association of Unit Owners, FNMA, FHA, or the designee of FNMA or FHA; (ii) 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 (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Committee, the Association, a Unit Owner, FNMA, FHA, or their borrowers) from collecting insurance proceeds. The provisions of this Section 26 and of the foregoing Sections 23, 24, and 25 shall not be construed to limit the power or authority of the Management Committee or Association of Unit Owners to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Management Committee or Association may deem appropriate from time to time.

27. <u>Destruction, Condemnation, and Obsolescence</u>. The provisions of this Section 27 and of the following Sections 28 through 31 shall apply with respect to the destruction, condemnation, or obsolescence of the Project. As used in such Sections each of the following terms shall have the meaning indicated:

(a) Destruction. "Substantial Destruction" shall exist whenever, as a result of any damage or destruction to the Project or any part thereof, the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Destruction" shall mean any other damage or destruction to the Project or any part thereof.

(b) Condemnation. "Substantial Condemnation" shall exist whenever a complete taking of the Project or a taking of part of the Project has occurred under eminent domain or by grant or conveyance in lieu of condemnation, and the excess of the Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Condemnation" shall mean any other such taking by eminent domain or grant or conveyance in lieu thereof.

(c) Obsolescence. "Substantial Obsolescence" shall exist whenever the Project or any part thereof has reached such a state of obsolescence or disrepair that the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. "Partial Obsolescence" shall mean any state of obsolescence or disrepair which does not constitute Substantial Obsolescence.

(d) Restoration. "Restoration" shall mean restoration of the Project, to the extent reasonably possible, in accordance with the Declaration, the Survey Map, and the original plans and specification for the Project and to a condition the same or substantially the same as the condition in which the Project existed prior to the damage or destruction concerned; and the extent not so possible, "Restoration" shall mean restoration of the Project to an attractive, sound, and desirable condition. Any "Restoration" not in accordance with the Declaration, the Survey Map, and the original plans and specifications for the Project shall require the consent of Eligible Mortgagees holding Mortgages on Condominium Units which have appurtenant at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas and Facilities which is then subject to mortgages held by Eligible Mortgages.

(e) Restored Value. "Restored Value" shall mean the value of the Project after Restoration.

(f) Estimated Costs of Restoration. "Estimated Costs of Restoration" shall mean the estimated costs of Restoration.

(g) Available Funds. "Available Funds" shall mean any proceeds of insurance, condemnation awards, payments in lieu

of condemnation, and any uncommitted funds of the Management Committee and Association, including amounts contained in any reserve or contingency fund. Available Funds shall not include that portion of insurance proceeds legally required to be paid to any party other than the Association, including a Mortgagee, or that portion of any condemnation award or payment in lieu of condemnation payable to the Owner or Mortgagee of a Condominium Unit for the condemnation or taking of the Unit in which they are interested.

28. Determination by Committee. Upon the occurrence of any damage or destruction to the Project or any part thereof, or upon a complete or partial taking of the Project under eminent domain or by grant or conveyance in lieu thereof, the Committee shall make a determination as to whether the excess of Estimated Costs of Restoration over Available Funds is twenty-five percent (25%) or more of the estimated Restored Value of the Project. In addition, the Committee shall, from time to time, review the condition of the Project to determine whether Substantial Obsolescence exists. In making such determinations the Committee may retain and rely upon one or more qualified appraisers or other professionals.

29. Restoration of Project. Restoration of the Project shall be undertaken by the Association promptly without a vote of the Owners in the event of Partial Destruction, Partial Condemnation, or Partial Obsolescence and shall also be undertaken in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence unless the failure to make Restoration is consented to by Owners collectively holding at least sixty-seven percent (67%) of the Project's undivided ownership interest and is further consented to by Eligible Mortgagees holding Mortgages on Condominium Units which have appurtenant at least fifty-one percent (51%) of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees. Within thirty (30) days after the Committee has determined that Substantial Destruction, Substantial Condemnation, or Substantial Obsolescense exists, it shall send to each Owner and Eligible Mortgagee a written description of the destruction, condemnation, or state of obsolescence involved, shall take appropriate steps to ascertain the preferences of the Eligible Mortgagees concerning Restoration, and shall, with or without a meeting of the Association (but in any event in accordance with the applicable provisions of this Declaration), take appropriate steps to determine the preferences of the Owners regarding Restoration. In the event insurance proceeds, condemnation awards, or payments in lieu of condemnation actually received by the Committee or Association exceed the cost of Restoration when Restoration is undertaken, the excess shall be paid and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Payment to any Owner whose Condominium Unit is the subject of a Mortgage shall be made

jointly to such Owner and the interested Mortgagee. In the event the cost of Restoration exceeds Available Funds, all of the Units shall be assessed for the deficiency on the basis of their respective percentages of undivided ownership interest in the Common Areas. In the event that all or any portion of one or more Units will not be the subject of Restoration (even though the Project will continue as a condominium project) or is taken in a condemnation proceeding or pursuant to any agreement in lieu thereof, the undivided ownership interest in the Common Areas and Facilities shall be immediately reallocated to the remaining Units in accordance with the method set forth in Section 4 of this Article III.

29. Sale of Project. Unless Restoration is accomplished in accordance with the foregoing Section 28, the Project shall be sold in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence. In the event of such sale, condominium ownership under this Declaration and the Survey Map shall terminate and the proceeds of sale and any Available Funds shall be distributed by the Committee to the Owners in proportion of their respective undivided interests in the Common Areas. Payment to any owner whose Condominium Unit is then the subject of a Mortgage shall be made jointly to such Owner and the interested Mortgagee.

30. Authority of Committee to Represent Owners in Condemnation or to Restore or Sell. The Committee, as attorney-in-fact for each Owner, shall represent all of the Owners and the Association in any condemnation proceeding or in negotiations, settlements, and agreements with the condemning authority for the acquisition of all or any part of the Common Areas and Facilities. The award in any condemnation proceeding and the proceeds of any settlement related thereto shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. The Committee, as attorney-in-fact for each Owner, shall have and is hereby granted full power and authority to restore or to sell the Project and each Condominium Unit therein whenever Restoration or sale, as the case may be, is undertaken as hereinabove provided. Such authority shall include the right and power to enter into any contracts, deeds, or other instruments which may be necessary or appropriate for Restoration or sale, as the case may be.

31. Consent in Lieu of Vote. In any case in which the Act or this Declaration requires the vote of a stated percentage of the Project's undivided ownership interest for authorization or approval of an act or a transaction, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Unit Owners who collectively hold at least the stated percentage of undivided ownership interest. The following additional provisions shall govern any application of this Section 31:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

(b) Any change in ownership of a Condominium Unit which occurs after consent has been obtained from the Owner having an interest therein shall not be considered or taken into account for any purpose.

(c) Unless the consent of all owners having an interest in the same Unit is secured, the consent of none of such Owners shall be effective.

33. Mortgage Protection. The lien or claim against a Condominium Unit for unpaid assessments or charges levied by the Association of Unit Owners pursuant to this Declaration or the Act shall be subordinate to any Mortgage recorded on or before the date of such assessments or charges become due.

The lien or claim against a Condominium Unit for such unpaid assessments or charges shall not be affected by any sale or transfer of such Condominium Unit, except that a sale or transfer pursuant to a foreclosure of the Mortgage affecting such Unit or the exercise of a power of sale available thereunder shall extinguish a subordinate lien for such assessments or charges which became payable prior to such sale or transfer. Nevertheless, any such unpaid assessments or charges which are extinguished in accordance with the foregoing sentence may be reallocated and assessed to all Condominium Units as Common Expenses. Any such sale or transfer pursuant to a foreclosure or power of sale shall not relieve the purchaser or transferee of such Unit from liability for, nor such Unit from the lien of, any assessments or charges becoming due thereafter.

The Committee or the Association shall make available to Unit Owners, to lenders, and to holders, insurers, and guarantors of any Mortgage current copies of this Declaration, the Survey Map, Association Bylaws and other rules concerning the Project, and the books, records, and financial statements of the Committee and the Association. "Available", as used in this Paragraph, shall mean available for inspection upon request during normal business hours or under other reasonable circumstances.

In the event that the Project comes to contain fifty (50) or more Condominium Units, any holder, insurer or guarantor of any Mortgage shall be entitled, upon written request, to an audited financial statement of the Association for the immediately preceding fiscal year free of charge to the party so requesting. So long as the Project contains less than fifty (50) Condominium Units, the holders of fifty-one (51) or more of the Mortgages shall be entitled to have such an audited statement prepared at their expense if one is not otherwise available. Any financial statement requested pursuant to either of the immediately

foregoing two sentences shall be furnished to the requesting party within a reasonable time following such request.

Until the happening of the event described in the last Paragraph of Section 14 of this Article III, any agreement for professional management of the Condominium Project and any contract or lease, including franchises and licenses, which is entered into by the Management Committee or the Association or to which the Management Committee or the Association is a party shall provide that either party, with or without cause and without payment of any termination fee or being subject to any penalty, may terminate same upon not in excess of ninety (90) days written notice to the other party thereto, except that such agreements for professional management shall be terminable on the same basis upon not in excess of thirty (30) days written notice and shall have a maximum term of one (1) year.

Upon written request to the Committee or the Association by the holder, insurer, or guarantor of a Mortgage (which request identifies the name and address of such holder, insurer or guarantor and the Unit Number or address of the Unit encumbered by the Mortgage held or insured by such holder, insurer, or guarantor), such holder, insurer, or guarantor shall be deemed thereafter to be an Eligible Mortgagee or Eligible Insurer or Guarantor (as the case may be), shall be included on the appropriate lists maintained by the Association, and shall be entitled to timely written notice of any of the following:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Condominium Unit on which there is a Mortgage held, insured, or guaranteed by such Eligible Mortgagee or such Eligible Insurer or Guarantor.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Condominium Unit subject to a Mortgage held, insured or guaranteed by such Eligible Mortgagee or such Eligible Insurer or Guarantor, which delinquency remains uncured for a period of 60 days.

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Committee or the Association.

(d) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Sections 27, 29, and 34 of this Article III.

The right of any Unit Owner to sell, transfer, or otherwise convey his or her Condominium Unit shall not be subject to any right of first refusal or similar restriction.

35. Amendment. Except as provided in and/or subject to the terms of items (a) through (d) below, the vote of at least 67% of the undivided ownership interest in the Common Areas and Facilities shall be required and shall be sufficient to amend this Declaration or the Record of Survey Map. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the Management Committee on behalf of the Association. In such instrument the Committee shall certify that the vote required by this Section for amendment has occurred, and, if approval of a specified percentage of Eligible Mortgages is required for such amendment, that such approval has been obtained. The foregoing right of amendment shall, however, be subject to the following:

(a) Until the happening of the event described in the last Paragraph of Section 8 of this Article III, no amendment to the Survey Map or to any provision of this Declaration which has or may have the effect of diminishing or impairing any right, power, privilege, protection, or control accorded to Declarant (in its capacity as Declarant) herein shall be accomplished or effective unless the instrument through which such amendment is purported to be accomplished is consented to in writing by Declarant.

(b) The consent of Eligible Mortgagees holding Mortgages on Condominium Units which have appurtenant at least 67% of the undivided ownership interest in the Common Areas and Facilities which is then subject to Mortgages held by Eligible Mortgagees shall be required to any amendment which would terminate the legal status of the Project as a condominium.

(c) The consent of Eligible Mortgagees holding Mortgages, or Eligible Insurers or Guarantors insuring or guaranteeing Mortgages on Condominium Units which have appurtenant at least 51% of the undivided ownership interest in the Common Areas and Facilities which is then subject to mortgages held by Eligible Mortgagees or insured by Eligible Insures or Guarantors shall be required to add to or amend any material provision of this Declaration or the Survey Map which establishes, provides for, governs, or regulates any of the following: (i) voting rights; (ii) assessments, assessment liens, or subordination of assessment liens; (iii) reserves for maintenance, repair, and replacement of the Common Areas and Facilities; (iv) insurance or fidelity bonds; (v) rights to use of the Common Areas and Facilities; (vi) responsibility for maintenance and repair of the several portions of the Project; (vii) the boundaries of any Unit; (viii) the interests in the Common Areas and Facilities or Limited Common Areas; (ix) convertability of Units into Common Areas or of Common Areas into Units; (x) leasing of Condominium Units; (xi) imposition of any restrictions on the right of a Unit Owner to sell, transfer, or otherwise convey

his or her Condominium Unit; (xii) express benefits or rights of Mortgagees, Eligible Mortgagees, or Eligible Insurers or Guarantors; (xiii) insurance or fidelity bonds; (xiv) imposition of any restrictions on an Owner's right to sell or transfer his Unit; (xv) restoration or repair of the Project (after a hazard damage or partial condemnation) in a manner other than that specified herein; and (xvi) any action to terminate the legal status of the Project after substantial destruction or condemnation occurs. An addition or amendment shall not be considered material for purposes of this Paragraph (c) if it is for the purpose of correcting technical errors or for clarification only. Any Eligible Mortgagee, Insurer or Guarantor, to whom a written request to approve an addition or amendment to this Declaration or the Survey Map (or to approve a decision of the Owners and/or the Committee with respect to the nature of Restoration under Section 27(d) hereof or a decision not to undertake Restoration pursuant to Section 29 hereof) is mailed postage prepaid to the address for such Mortgagee shown on the list maintained by the Association and who does not deliver to the Committee or the Association a negative response within 30 days from the date of such mailing shall be deemed to have approved such request.

(d) The consent of the Veterans Administration, as per applicable regulations of the Veterans Administration, shall be required to add to or amend any material provision of this Declaration or the Survey Map which establishes, provides for, governs, or regulates any of the following: (i) termination of the legal status of the Project as a condominium; (ii) insurance or fidelity bonds; (iii) convertability of Units into Common Areas or of Common Areas into Units; (iv) leasing of Condominium Units; and (v) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Condominium Unit.

The consent requirements set forth in the foregoing items (b), (c), and (d) of this Section shall not be applicable to amendments to this Declaration and the Survey Map or to termination of the legal status of the Project as a condominium if such amendments or such termination are made or accomplished in accordance with the provisions of Sections 27 through 31 of this Article III in the event of Substantial Destruction, Substantial Condemnation, or Substantial Obsolescence.

36. Declarant's Rights Assignable. All of the rights of Declarant under this Declaration may be assigned or transferred either by operation of law or through a voluntary conveyance, transfer, or assignment.

37. Interpretation. To the extent the provisions of the Act are consistent with this Declaration, such provisions shall

supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

38. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Declarant, all other signatories hereto, all parties who hereafter acquire any interest in a Unit or in the Project, and their respective grantees, transferees, heirs, devices, personal representatives, successors, and assigns. Each Owner or occupant of a Unit shall comply with, and all interests in all Condominium Units shall be subject to, the terms of this Declaration and the provisions of any rules, bylaws, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Unit or in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

39. Enforcement. Subject to the provisions of Section 25 of this Article III, the Declarant, the Association, and any aggrieved Unit Owner shall have a right of action against the Declarant, the Association, or any unit Owner for any failure by such person or entity to comply with this Declaration, the Survey Map, or the provisions of any rules, regulations, agreements, instruments, supplements, amendments, or determinations contemplated by this Declaration.

40. Agent for Service of Process. David C. Cook whose address is 339 Park Avenue, Unit B, Park City, Utah 84060, is the person to receive service of process in the cases authorized by the Act. The Management Committee shall, however, have the right to appoint a successor or substitute process agent. Such successor or substitute agent and his address shall be specified by an appropriate instrument filed in the office of the County Recorder of Summit County, State of Utah.

41. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Survey Map shall take effect upon its being filed for record in the office of the County Recorder of Summit County, Utah.

BOOK 479 PAGE 473

EXECUTED by Declarant on this 3rd day of Sept., 1987.

DECLARANT

DAVID C. COOK

STATE OF UTAH)
:ss.
COUNTY OF Summit)

On this 3rd day of Sept, 1987, personally appeared before me David C. Cook, who being by me duly sworn did acknowledge to me that he executed the foregoing Declaration of Condominium.

My Commission Expires:

Nov. 1990

NOTARY PUBLIC

Residing at: Salt Lake City, Ut

BOOK 479 PAGE 474

September 2, 1987

APPROVAL BY CITY

PARK CITY, a body corporate and politic and the City in which The John Doyle House Condominiums are or are to be located, by and through its duly elected mayor, does hereby give final approval to the said project, to the foregoing Declaration of Condominium, to the Record of Survey Map recorded concurrently with said Declaration, and to the attributes of the said Project which are mentioned in Section 57-8-35(3) of the Utah Condominium Ownership Act.

DATED this _____ day of _____, 1987

PARK CITY

By _____
Mayor

ATTEST:

_____
Recorder

STATE OF UTAH)
:ss.
COUNTY OF UTAH)

On this _____ day of _____, 1987, personally appeared before me _____ and _____, who being by me duly sworn did say that they are the Mayor and Recorder, respectively, of Park City, Utah, a municipal corporation of the State of Utah, and that they signed the foregoing Approval by proper authority, and each did acknowledge to me that said City executed the same.

My Commission Expires:

_____

_____
NOTARY PUBLIC
Residing at: _____

BOOK 479 PAGE 475

CONSENT TO RECORDATION BY MORTGAGEE

Silver King State Bank, a lien holder on the property described in Article II of this Declaration by virtue of a Deed of Trust, hereby consents to the recordation of this Declaration and accompanying Bylaws and Record of Survey Map; provided, however, that in so doing it shall not be deemed either a Declarant or developer of the Project.

DATED this 3rd day of Sept, 1987.

SILVER KING STATE BANK

By Gerald R Ashton
Its Mortgage Dept Mgr

STATE OF UTAH)
:ss.
COUNTY OF Summit)

On this 3 day of Sept, 1987, personally appeared before me Gerald R Ashton, who being by me duly sworn, did say that he is a Mtg Dept Manager of Silver King State Bank, a corporation of the United States, and that the foregoing "Consent to Recordation by Mortgagee" was signed by him in behalf of said corporation by authority of a resolution of its Board of Directors.

My Commission Expires:
11-6-87

Wanda Chamberlain
NOTARY PUBLIC
Residing at KAMAS UTAH

BOOK 479 PAGE 476

September 2, 1987

EXHIBIT "A"
TO
DECLARATION OF CONDOMINIUM OF THE
THE JOHN DOYLE HOUSE CONDOMINIUMS

Unit No.	Square Footage	Ownership Percentage	Votes
A	731.5 feet	35.5%	35.5
B	896.5 feet	43.5%	43.5
C	427.5 feet	21.0%	21.0

BOOK 479 PAGE 477

September 2, 1987

Exhibit D

July 3, 2017

RE: 339 Park Avenue, Park City, Utah – Property Evaluation Certification Letter

To Whom It May Concern:

At the request of the owner of record Chris Casey (Quit Claim Deed, Entry Number 841227, Summit County Recorder's Office), an evaluation was completed on the property located at 339 Park Avenue, Park City, Summit County, Utah (Parcel JDH-A, JDH-B and JDH-C), to determine if the existing structure and/or property has been modified, following the completion of a Record of Survey Map entitled "The John Doyle House Condominiums", Entry Number 291062, as recorded in the Summit County Recorder's Office. Said property is further located in Block 3, Park City Survey, Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Said evaluation was also completed at the request of the Park City Municipal Corporation Planning Department, pursuant with the owner's intent to abandon the existing condominium plat for a single family residence parcel.

The following findings are from the field work that was completed on Tuesday, June 27, 2017:

1. The two rear property corners set by Alliance Engineering were found, per the record plat.
2. All site and building exterior dimensions are consistent with the record The John Doyle House Condominiums plat.
3. The exterior building footprint has not been altered, except for the removal of the stairs and landings located at the rear of the building.
4. The measured interior dimensions and square footage for the Ground, First and Second floors, are consistent with the record The John Doyle House Condominiums plat.
5. The measured dimensions of the third floor are not consistent with those published on The John Doyle House Condominiums plat and appear to have been altered after the plat was recorded. The Third floor has record square footage of approximately 434.8 feet, with a measured square footage of approximately 655.2 feet.
6. Aerial pictures (Exhibit Sheet 1) and exterior site pictures (Exhibit Sheet 2 and 3) are attached.
7. No encroachments appear to exist on this property, with the parcel boundary consistent with The John Doyle House Condominiums plat. However, a title report was not reviewed or a Record of Survey completed by Epic Engineering to determine encroachments or boundary concerns.
8. The record legal description is per the current conveyance and ownership document: Quit Claim Deed, Entry Number 841227, as recorded in the Summit County Recorder's Office.
9. The proposed or new legal description is as follows:

   "Lot X, formerly known as Lot 10, Block 3, Park City Survey, Summit County, Utah."

This letter and the attached exhibit (3 Sheets) is intended to certify that the above information gathered during the property evaluation conducted on the aforementioned property located at 339 Park Avenue, Park City, Utah, is true and correct. As mentioned, a published title report or current Record of Survey on said parcel has not been evaluated, and therefore could not be taken in to account during this evaluation.

Please contact me with any questions or concerns at 801-955-5605 or via email at pchristensen@epiceng.net.

Respectfully,

Phil Christensen

Phillip R. Christensen, PLS
Epic Engineering, P.C.

339 PARK AVENUE
THE JOHN DOYLE HOUSE CONDOMINIUMS

LOCATED IN THE:
BLOCK 3, PARK CITY SURVEY
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

EXHIBIT - AERIAL VIEW

EXISTING / SURROUNDING STRUCTURES AND PROPERTIES

EXISTING STRUCTURE AND PROPERTY

epic ENGINEERING
3341 South 4000 West
West Valley, Utah 84120
(801)955-5605
50 East 100 South
Heber City, Utah 84032
(435)654-6600

PROJECT NAME:	339 PARK AVENUE THE JOHN DOYLE HOUSE CONDOMINIUMS
PROJECT LOCATION:	PARK CITY, SUMMIT COUNTY, UTAH
SCALES	NOT TO SCALE
DRAWN: PC	PROJECT # 17SM3010
DESIGNER: PC	
REVIEWED: AP	SHEET: 1 of 3
DATE: 07/03/2017	

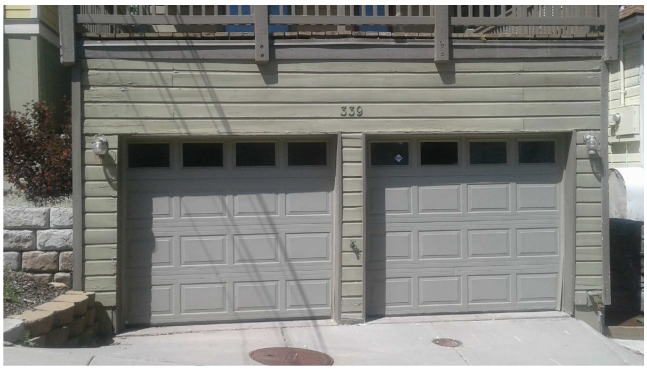
N:\PROJ\2017 SM PROJECTS\339 PARK AVE\DWG\SHEETS\339 AVE EXHIBIT.DWG

339 PARK AVENUE
THE JOHN DOYLE HOUSE CONDOMINIUMS

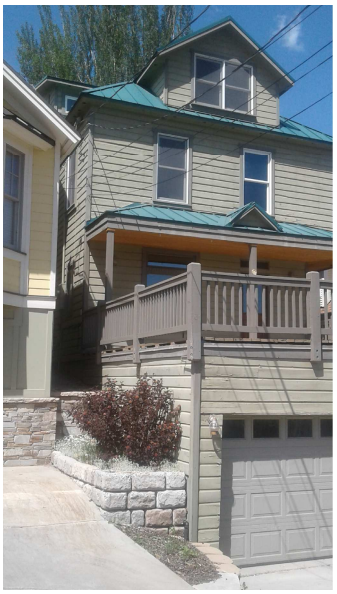
LOCATED IN THE:
BLOCK 3, PARK CITY SURVEY
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

EXHIBIT - FRONT BUILDING

DECK AND UPPER THREE FLOORS



GARAGE AT GROND FLOOR



SOUTHEAST CORNER

NORTHEAST CORNER

epic ENGINEERING
3341 South 4000 West
West Valley, Utah 84120
(801)955-5605
50 East 100 South
Heber City, Utah 84032
(435)654-6600

PROJECT NAME:
339 PARK AVENUE
THE JOHN DOYLE HOUSE CONDOMINIUMS

PROJECT LOCATION:
PARK CITY, SUMMIT COUNTY, UTAH

SCALES
NOT TO SCALE

DRAWN:	PC	PROJECT #	17SM3010
DESIGNER:	PC		
REVIEWED:	AP	SHEET:	2 of 3
DATE:	07/03/2017		

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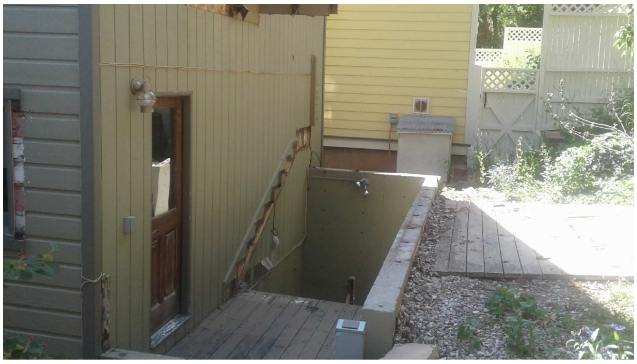
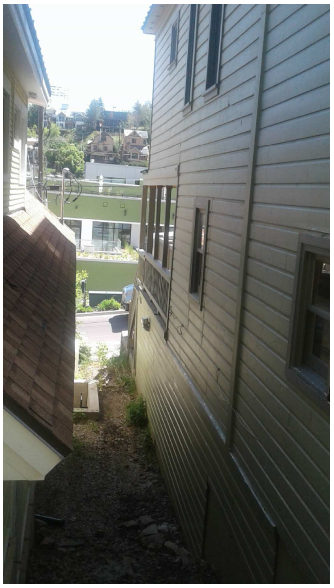
339 PARK AVENUE
THE JOHN DOYLE HOUSE CONDOMINIUMS

LOCATED IN THE:
BLOCK 3, PARK CITY SURVEY
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

EXHIBIT - REAR AND SIDES BUILDING



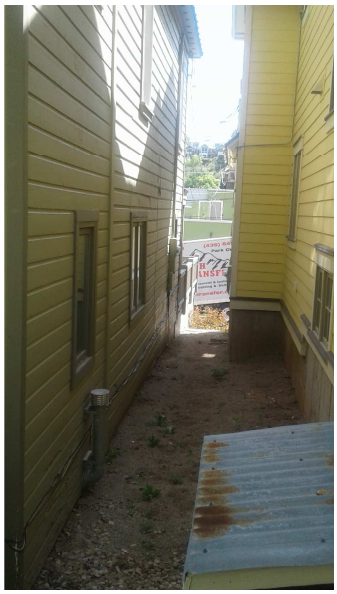
FIRST FLOOR REAR ENTRANCE AND WEST SIDE PROPERTY



NORTH SIDE

SECOND AND THIRD FLOOR REAR ENTRANCES

THIRD FLOOR REAR ENTRANCE



SOUTH SIDE

epic ENGINEERING
3341 South 4000 West
West Valley, Utah 84120
(801)955-5605
50 East 100 South
Heber City, Utah 84032
(435)654-6600

PROJECT NAME:
339 PARK AVENUE
THE JOHN DOYLE HOUSE CONDOMINIUMS

PROJECT LOCATION:
PARK CITY, SUMMIT COUNTY, UTAH

SCALES
NOT TO SCALE

DRAWN:	PC	PROJECT #	17SM3010
DESIGNER:	PC		
REVIEWED:	AP	SHEET:	3 of 3
DATE:	07/03/2017		

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Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Echo Spur Subdivision Amending Lots 2 and 3**
Author: **Tippe Morlan, Planner II**
Date: **September 13, 2017**
Type of Item: **Legislative – Plat Amendment**

Project Number:	PL-17-03609
Applicant:	Sean Kelleher
Location:	441 & 449 Echo Spur
Zoning:	Historic Residential (HR-1)
Adjacent Land Uses:	Residential – Single-family dwellings
Reason for Review:	Plat Amendments require Planning Commission review and City Council approval.

Proposal
The proposed Echo Spur Subdivision Amending Lots 2 and 3 seeks to combine two existing undeveloped lots addressed at 441 and 449 Echo Spur into one lot of record. The site consists of Lot 2 and Lot 3 of the Echo Spur Subdivision recorded in 2014. Both lots consist of 2,812.5 square feet and will create a lot 5,625 square feet in size.

Summary Recommendations
Staff recommends the Planning Commission hold a public hearing for the Echo Spur Subdivision Amending Lots 2 and 3 plat located at 441 and 449 Echo Spur and consider forwarding a **positive** recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Background
May 8, 2014 - The City Council approved the Echo Spur Subdivision creating seven lots from Lots 21-32 of Block 58 of the Park City Survey. This plat was recorded on August 6, 2014.

April 4, 2017 – The City received a Plat Amendment application for the Echo Spur Subdivision Amending Lots 2 and 3. The application was deemed complete on August 3, 2017. The subject property is vacant.

Purpose
The purpose of the HR-1 District is to:

A. preserve present land Uses and character of the Historic residential Areas of Park City,
B. encourage the preservation of Historic Structures,

C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
D. encourage single family Development on combinations of 25' x 75' Historic Lots,
E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

Analysis

The purpose of this plat amendment is to combine two existing vacant and buildable lots in the Echo Spur subdivision in order for the applicant to build one single-family dwelling on the site instead of two dwellings, one on each lot. Any single-family dwellings in the HR-1 district need to undergo a Historic District Design Review and comply with the City's design guidelines for new construction in Park City's Historic District. Additionally, if the applicant is proposing construction of any structure with a building footprint in excess of 200 square feet on any existing slope of 30 percent or greater will require a Steep Slope Conditional Use Permit.

HR-1 Requirements

A single-family dwelling is an allowed use in the HR-1 district. The minimum lot area for a single-family dwelling is 1,875 square feet, and the minimum lot area for a duplex is 3,750 square feet. A duplex is allowed as a conditional use which would be need to be reviewed and approved by the Planning Commission. With the proposed lot of 5,625 square feet, either a single-family dwelling or a duplex could be developed at this location.

The maximum building footprint for a lot this size is 2,050.3 square feet according to the building footprint formula illustrated in Table 15-2.2 of the Land Management Code (LMC). Currently, each lot has a maximum building footprint of 1,200.7 square feet. This plat amendment reduces the total potential building footprint from a combined 2,401.4 square feet to 2,050.3 square feet.

The minimum lot width is in this zone is 25 feet. Both existing lots have a width of 37.5 feet amounting to a new lot width of 75 feet, which meets the requirements of this zone. The proposed lot will also be 75 feet deep. These measurements determine the minimum setback requirements which are as follows:

- Front and Rear Yard: 10 feet each, 20 feet total
- Side Yard: 5 feet each, 18 feet total

Square Footage

The LMC General Lot Design Requirements in Section 15-7.3-3(C) states the following:

> Maximum dwelling or unit square footage may be required. Limited building heights may also be required for visually sensitive areas.

Because this subdivision is located in a steep part of the Historic District, designs must be sensitive to both historic design standards and the visual impact of potential structures. Given the large size of the proposed lot, it is important to take into account the context of this neighborhood and determine whether any additional maximum square footages or building heights should be conditioned upon this lot. These variables impact the massing and design of any future structure which will likely be subject to the requirements of Development on Steep Slopes (as per LMC Section 15-2.2-6).

West: Ontario Avenue
Originally there were sixteen (16) lots of record on the east side of Ontario Avenue, the homes abutting the west side of the Echo Spur Subdivision. Most of Old Town was platted with 32 lots of record within each block, 16 lots on each side, measuring 25 feet in width and 75 feet in length. The properties on the east side of Ontario are described as follows:

Address	**Lot Width**	**Lot Area**	**Subdivision**	**Misc.**
498 Ontario	37.5	2,812.5	Not re-platted*	vacant site
490 Ontario	37.5	2,812.5	Greeney Sub. (1995)	-
444 Ontario	37.5	2,812.5	Not re- platted*	vacant site
438 Ontario	37.5	2,812.5	438 Ontario Replat (2006)	-
432 Ontario	29.17	2187.5	Elevator Sub. (2007)	-
430 Ontario	29.17	2187.5	Elevator Sub. (2007)	-
428 Ontario	30	2281.3	Elevator Sub. (2007)	-
422 Ontario	50	4464	Sorensen Plat Amendment (2017)	Historic sig. site
416 Ontario	37.5	2,812.5	Not re-platted*	-
410 Ontario	37.5	2,812.5	Not re-platted*	-
402 Ontario	37.5	2,812.5	Not re-platted*	-

* These lots have not had a plat amendment lot combination. If in the future the property owner requests to remodel to add additional space they will have to file a plat amendment to “remove” the lot line through their building.

The average lot width on the east side of Ontario Avenue is approximately thirty-six feet (36’). The average lot area (including un-platted lot combinations) is approximately 2,800.7 square feet, which equates to 1.49 Old Town Lots.

East: Echo Spur/McHenry Avenue
The lots on the east side of Echo Spur/platted McHenry Avenue (Gateway Estates Replat – Second Amended Subdivison and Silver Pointe Subdivision), which are also within the HR-1 District, consist of much larger lots. From north to south, they have the following areas in square feet: 19,385; 12,685; 5,033; and 3,203. The average lot size on the east side of Echo Spur is 10,076.5 square feet, which equates to approximately 5.37 Old Town Lots.

Echo Spur
The existing Echo Spur Subdivision, including the two subject lots, consists of five lots of 2,812.5 square feet, one lot 3,772 square feet in size, and one lot 3,858 square feet in size. The average lot size is 3,098.9 square feet, which amounts to approximately 1.65 Old Town Lots.

If the proposed plat amendment were approved, the new lot would become the largest in the Echo Spur Subdivision at 3,750 square feet. The average lot size would increase to 3,615.4 square feet, which amounts to approximately 1.93 Old Town Lots.

Staff finds the requested plat amendment to be appropriate for this neighborhood. The east side of Echo Spur, also within the HR-1 District contains significantly larger lots that yield larger structures. The west side of Echo Spur, east Ontario Avenue contains a pattern of 1½ Old Town lot combination sites. If this plat amendment is approved Echo Spur would have the following lots sizes:

Site/Address	Plat Amendment	Lot Combination
491 Echo Spur	approved plat amendment (2013)	3 lots
Lot 20, Block 58	none required	none - 1 lot
Lot 1	Echo Spur Subdivision	1½ lots
Lot 2A	subject plat	3 lots
Lot 4	Echo Spur Subdivision	2 lots, approx.
Lot 5	Echo Spur Subdivision	2 lots, approx.
Lot 6	Echo Spur Subdivision	1½ lots
Lot 7	Echo Spur Subdivision	1½ lots

Staff finds that the mix of lot sizes provides appropriate transition between the larger lots and home sizes on the east side of Echo Spur towards the east side of Ontario Avenue, even though it would be the largest of the lots in this part of Echo Spur. The proposed plat amendment provides a good mix of different lot sizes within Echo Spur.

Massing
The massing and design requirements through the HDDR and Steep Slope CUP processes are intended to ensure that new structures are consistent with the surrounding neighborhood. Given the size and width of the proposed lot, this will be a point of concern at the time of the HDDR and Steep Slope CUP review. Throughout the review of those applications, Staff will pay close attention to the design of the proposed structure to ensure that it conforms to the massing and scale of the existing structures in the neighborhood. For example, Staff will recommend that the applicant propose a

design with two distinct massing elements complemented by both horizontal and vertical articulation to break up any potential long, blank walls. Having two massing elements would give an impression of two separate structures as are currently allowed on these lots. However, these recommendations are design-oriented and are not related to the plat. The applicant will work with Staff on these issues in the forthcoming applications.

Good Cause

Staff finds good cause for this plat amendment in that it will reduce the density in this subdivision from 7 to 6 lots. The plat amendment will also reduce the total allowed building footprint on these lots by 351.1 square feet from 2,401.4 square feet to 2,050.3 square feet. This should lessen the impact of development on this property together with LMC and HDDR requirements.

Process

The approval of this plat amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC §15-1-18. A Historic District Design Review application will need to be submitted for review by Planning Staff prior to issuance of building permits. A Steep Slope Conditional Use Permit application may also be required depending on the location of the proposed structure and/or access, which is reviewed by the Planning Commission.

Department Review

This project has gone through an interdepartmental review where it was indicated that the applicant will likely need to abandon one existing water service and meter vault. The applicant will also need to verify that existing new water service is sized for fire service.

Notice

On August 23, 2017, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on August 30, 2017, according to requirements of the Land Management Code.

Public Input

The only public input received at the time of this report is a letter of support from the owners of Echo Spur Lot 1 (see Exhibit G).

Alternatives

- The Planning Commission may forward positive recommendation to the City Council for the Echo Spur Subdivision Amending Lots 2 and 3 as conditioned or amended; or
- The Planning Commission may forward a negative recommendation to the City Council for the Echo Spur Subdivision Amending Lots 2 and 3 and direct staff to make Findings for this decision; or
- The Planning Commission may continue the discussion on the Echo Spur Subdivision Amending Lots 2 and 3.

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

Consequences of not taking recommended action
The subject property would remain as two separate lots and no construction could take place across the existing lot lines. Each of those lots could be built upon according to the standards of the LMC and any conditions set forth in the Echo Spur Subdivision plat.

Summary Recommendation
Staff recommends the Planning Commission hold a public hearing for the Echo Spur Subdivision Amending Lots 2 and 3 and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits
Exhibit A – Draft Ordinance with Proposed Plat (Attachment 1)
Exhibit B – Survey
Exhibit C – Existing Echo Spur Subdivision Plat
Exhibit D – Applicant's Project Description
Exhibit E – Site Photographs
Exhibit F – Aerial Photographs with 500' Radius
Exhibit G – Public Comments

Exhibit A – Draft Ordinance

Ordinance No. 2017-XX

AN ORDINANCE APPROVING THE ECHO SPUR SUBDIVISION AMENDING LOTS 2 AND 3 LOCATED AT 441 ECHO SPUR AND 449 ECHO SPUR, PARK CITY, UTAH.

WHEREAS, the owner of the property located at 441 Echo Spur and 449 Echo Spur has petitioned the City Council for approval of the Plat Amendment; and

WHEREAS, on August 30, 2017, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on August 30, 2017, proper legal notice was published according to requirements of the Land Management Code and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on September 13, 2017, to receive input on plat amendment; and

WHEREAS, the Planning Commission, on September 13, 2017, forwarded a _____ recommendation to the City Council; and,

WHEREAS, on October 12, 2017, the City Council held a public hearing to receive input on the plat amendment; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Echo Spur Subdivision Amending Lots 2 and 3 located at 441 Echo Spur and 449 Echo Spur.

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

SECTION 1. APPROVAL. The Echo Spur Subdivision Amending Lots 2 and 3, 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. The property is located at 441 Echo Spur and 449 Echo Spur.
2. The property consists of Lot 2 and Lot 3 of the Echo Spur Subdivision plat.
3. The property is in the Historic Residential (HR-1) District.
4. The property is currently vacant.
5. The applicant proposes to combine the subject lots into one lot of record.
6. The proposed lot is 5,625 square feet.

7. The minimum lot area in the HR-1 District is 1,875 square feet for a single-family dwelling. The minimum lot area for a duplex is 3,750 square feet.
8. The proposed lot meets the minimum lot requirements for both a single-family dwelling and a duplex dwelling.
9. A single-family dwelling is an allowed use in the HR-1 District. A duplex is a conditional use.
10. The minimum lot width in the HR-1 District is 25 feet.
11. The proposed lot width is 75 feet, which meets the minimum lots width.
12. The proposed lot depth is 75 feet.
13. Front and rear yard minimum setbacks are 10 feet each and 20 feet total. Side yard minimum setbacks are 5 feet each and 18 feet total.
14. The maximum building footprint for the proposed lot is 2,050.3 square feet.
15. The proposed plat amendment reduces the maximum building footprint on the subject property by 351.1 square feet from 2,401.4 square feet on two lots to 2,050.3 square feet on one lot.
16. A Steep Slope Conditional Use Permit is required for any structure in excess of 200 square feet if it is located on any existing slope of 30 percent or greater.
17. A Historic District Design Review application is required for any new construction on
18. The average lot width on the east side of Ontario Avenue is approximately 36 feet.
19. The average lot area on the east side of Ontario Avenue (including un-platted lot combinations) is approximately 2,800.7 square feet, which equates to 1.49 Old Town Lots.
20. The lots on the east side of Echo Spur/platted McHenry Avenue (Gateway Estates Replat Second Amended Subdivision and Silver Pointe Subdivision), which are also within the HR-1 District, consist of much larger lots.
21. The average lot size on the east side of Echo Spur is 10,076.5 square feet, which equates to approximately 5.37 Old Town Lots.
22. The existing Echo Spur Subdivision consists of five lots of 2,812.5 square feet, one lot 3,772 square feet in size, and one lot 3,858 square feet in size.
23. The average lot size in the existing Echo Spur Subdivision is 3,098.9 square feet, which amounts to approximately 1.65 Old Town Lots.
24. If the proposed plat amendment were approved, the new lot would become the largest in the Echo Spur Subdivision at 3,750 square feet, and the average lot size would increase to 3,615.4 square feet, which amounts to approximately 1.93 Old Town Lots.
25. The requested plat amendment is appropriate for this neighborhood.
26. The east side of Echo Spur, also within the HR-1 District contains significantly larger lots that yield larger structures.
27. The west side of Echo Spur, east Ontario Avenue contains a pattern of 1½ Old Town lot combination sites.
28. The mix of lot sizes provides appropriate transition between the larger lots and home sizes on the east side of Echo Spur towards the east side of Ontario Avenue.

29. The proposed plat amendment provides a good mix of different lot sizes within Echo Spur.
30. The massing and design requirements through the HDDR and Steep Slope CUP processes are intended to ensure that new structures are consistent with the surrounding neighborhood. Both applications are required and must be approved before the lot can be developed.
31. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

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 lot combinations.
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 Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat 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 at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers will be required for all new construction.
4. The applicant needs to coordinate with the Engineering Department to determine whether one existing water service and meter vault needs to be abandoned. The existing new water service needs to be verified sized for fire service.

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

PASSED AND ADOPTED this 12th day of October, 2017.

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, MAYOR

ATTEST:

_____
City Recorder

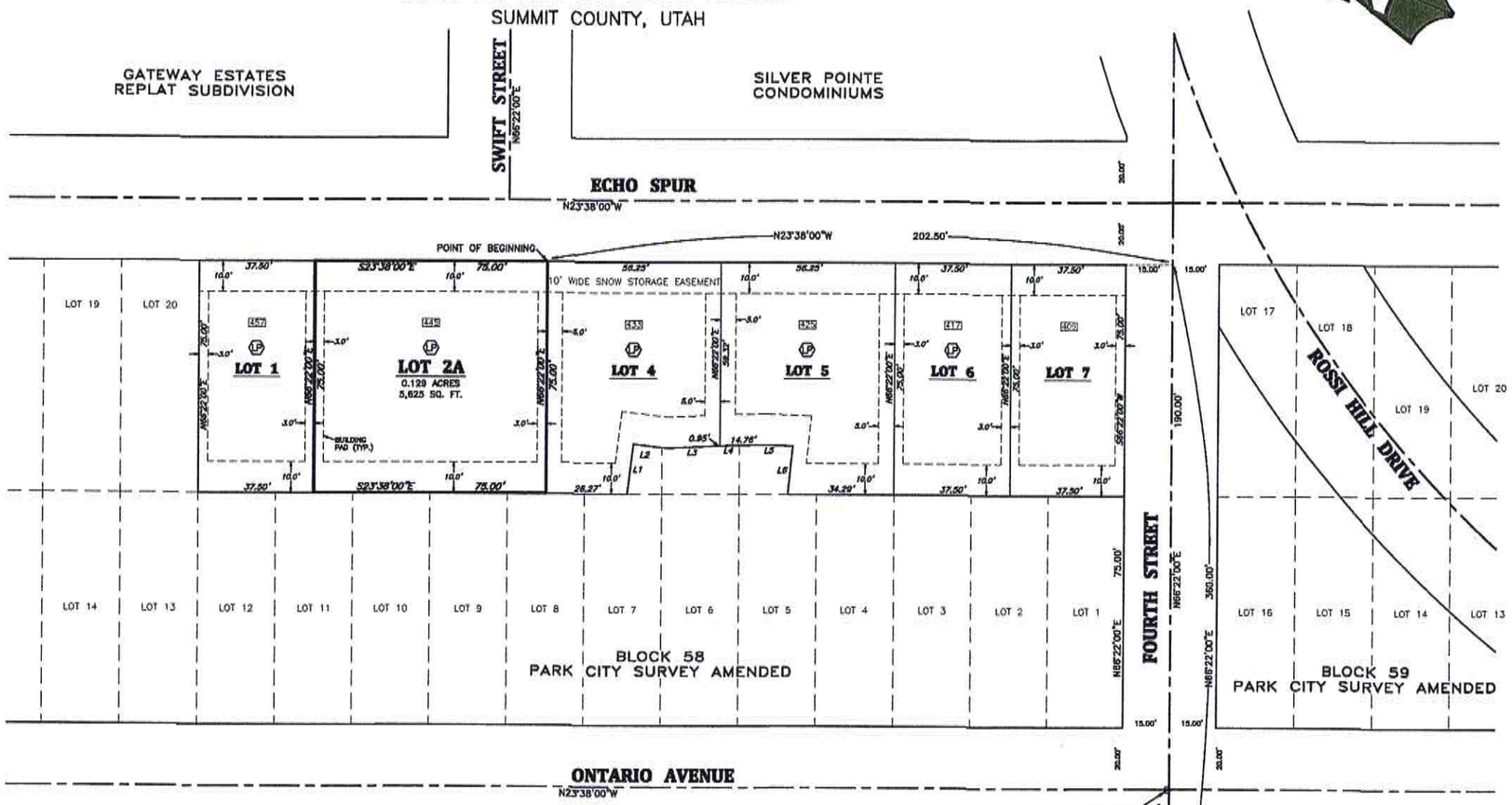
APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

Attachment 1 – Proposed Plat

ECHO SPUR SUBDIVISION
AMENDING LOTS 2 & 3

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
BLOCK 58, PARK CITY SURVEY AMENDED
SUMMIT COUNTY, UTAH

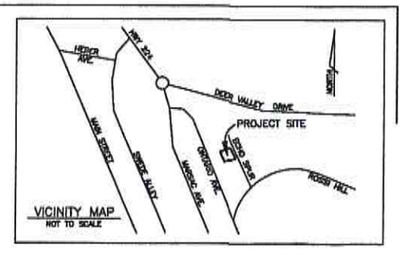


NOTES:

1. MODIFIED 13-D SPRINKLERS WILL BE REQUIRED FOR ALL NEW CONSTRUCTION.
2. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS IN ORDINANCE 14-23.
3. ADDRESS = XXX ECHO SPUR
4. THE CURRENT ZONING FOR THIS PARCEL IS HR-1 (HISTORIC RESIDENTIAL)

(LP) 5. LOTS 1-5 ARE DESIGNATED AS LOW PRESSURE SEWER SYSTEM LOTS. THE PURCHASERS OF THESE LOTS ARE HEREBY NOTIFIED THAT WASTEWATER SERVICE TO THESE LOTS WILL BE PROVIDED BY A LOW PRESSURE SEWER SYSTEM. THE PRIVATE LOW PRESSURE SEWER LATERAL TO THESE LOTS CONSISTS OF A LOW PRESSURE GRINDER PUMP STATION AND LOW PRESSURE DISCHARGE LINE AND APPURTENANCES. THE PRIVATE LOT PRESSURE LATERAL SYSTEM, WHICH IS THE PRIVATE PROPERTY OF EACH LOT OWNER, CONNECTS TO THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT'S (SBWRD) PUBLIC LOW PRESSURE SEWER SYSTEM. PURCHASERS OF THE LOW PRESSURE SEWER SYSTEM LOTS SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS OF THE PRIVATE LOW PRESSURE LATERAL SYSTEM RELATED TO OR ARISING FROM THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE PRIVATE LOW PRESSURE SEWER LATERAL SYSTEM. SBWRD SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR PRIVATE LOW PRESSURE SEWER LATERAL SYSTEMS, INCLUDING ANY COSTS ARISING FROM OR RELATING TO INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT AND MATTERS ARISING FROM FREEZING OR INCORRECT INSTALLATION.

(LP) 6. UPON RECORDATION OF THIS PLAT, JGC BEACH PROPERTIES, L.L.C. HEREBY CONSENTS AND AUTHORIZES SNYDERVILLE BASIN WATER RECLAMATION DISTRICT TO RECORD A NOTICE FOR EACH LOW PRESSURE SEWER SYSTEM LOT WITH THE SUMMIT COUNTY RECORDER'S OFFICE. THE RECORDED NOTICES SHALL SERVE AS NOTIFICATION TO ALL FUTURE LOT OWNERS OF THE RESPONSIBILITIES ASSOCIATED WITH THE PRIVATE LOW PRESSURE SEWER LATERAL SYSTEM SERVING THE LOT.



LINE TABLE

LINE	BEARING	LENGTH
L1	S73°11'50"W	16.30'
L2	N18°42'10"W	11.00'
L3	N28°29'04"W	16.16'
L4	N24°50'20"W	15.71'
L5	N21°14'47"W	5.81'
L6	N72°11'03"E	15.70'

SCALE: 1" = 20'
0 10 20 40 60
SCALE IN FEET

EVANS LAND SURVEYING
BOUNDARY, TOPOGRAPHIC & CONSTRUCTION SURVEYS
4568 HIGHLAND DRIVE, SUITE 110
SALT LAKE CITY, UTAH 84117
BUS: (801)272-3996 EMAIL: EVANSLANDSURVEYING@GMAIL.COM

LEGAL BOUNDARY DESCRIPTION

ALL OF LOTS 2 & 3, ECHO SPUR SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, SAID ECHO SPUR SUBDIVISION AND RUNNING THENCE SOUTH 66°22'00" WEST 75.00 FEET ALONG LOT LINE; THENCE NORTH 23°38'00" WEST 75.00 FEET ALONG LOT LINE; THENCE NORTH 66°22'00" EAST 75.00 FEET ALONG LOT LINE; THENCE SOUTH 23°38'00" EAST 75.00 FEET ALONG LOT LINE TO THE POINT OF BEGINNING.

CONTAINS: 5,625 SQUARE FEET OR 0.129 ACRES
1 LOT

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: THAT THE OWNERS OF THE HEREON DESCRIBED TRACTS OF LAND, HEREBY CAUSES THE SAME TO BE DIVIDED INTO LOTS AND PRIVATE STREETS, AS SET FORTH IN THIS PLAT, HEREAFTER TO BE KNOWN AS

ECHO SPUR SUBDIVISION
AMENDING LOTS 2 & 3

ALSO, THE OWNERS HEREBY DEDICATE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT AND PARK CITY FIRE DEPARTMENT, A NON-EXCLUSIVE EASEMENT OVER THE ROADWAYS AND UTILITY EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE USE AND EVENTUAL REPLACEMENT, AND TO PROVIDE ACCESS FOR EMERGENCY SERVICES. THOSE AREAS THAT ARE INTENDED FOR PUBLIC USE ARE HEREBY DEDICATED TO PARK CITY.

EXECUTED THIS _____ DAY OF _____, _____.

_____
REPRESENTATIVE OF JGC BEACH PROPERTIES, L.L.C., OWNER

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SUMMIT }

ON THIS _____ DAY OF _____, 20_____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN SAID STATE OF UTAH, THE SIGNER OF THE ABOVE OWNER'S DEDICATION BY _____, REPRESENTATIVE OF JGC BEACH PROPERTIES, L.L.C., OWNER, WHO ACKNOWLEDGED THAT HE SIGNED THE ABOVE OWNER'S DEDICATION FOR AN IN BEHALF OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN STATED.

_____
NOTARY PUBLIC
RESIDING AT: _____
MY COMMISSION EXPIRES: _____

CONSENT TO RECORD

STATE OF UTAH }
COUNTY OF SUMMIT }

THE UNDERSIGN LIEN HOLDER CONSENTS TO THE RECORDATION OF THE PLAT.

BY: _____
AUTHORIZED OFFICIAL

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, _____
BY _____ REPRESENTATIVE OF JGC BEACH PROPERTIES L.L.C., THE OWNER OF THE ABOVE DESCRIBED PROPERTY.

_____
NOTARY PUBLIC
RESIDING AT: _____
MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATE

I, JOHN W. FRANCOM, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 156213 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT A BOUNDARY SURVEY HAS BEEN MADE OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW AS OF THE DATE OF SURVEY, MARCH, 2014.

_____
JOHN W. FRANCOM

_____
DATE

PROFESSIONAL LAND SURVEYOR
JOHN W. FRANCOM
No. 156213
STATE OF UTAH

ECHO SPUR SUBDIVISION
AMENDING LOTS 2 & 3
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
BLOCK 58, PARK CITY SURVEY AMENDED
SUMMIT COUNTY, UTAH

RECEIVED
JUL 28 2017
PARK CITY
PLANNING DEPT.

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, _____ A.D.

BY: _____
PARK CITY RECORDER

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, _____ A.D.

BY: _____
CHAIRMAN

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, _____ A.D.

BY: _____
MAYOR

CITY ENGINEER

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, _____ A.D.

BY: _____
PARK CITY ENGINEER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, _____ A.D.

BY: _____
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____ DAY OF _____, _____ A.D.

BY: _____
PARK CITY ATTORNEY

RECORDER

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

_____ FEE

_____ RECORDER

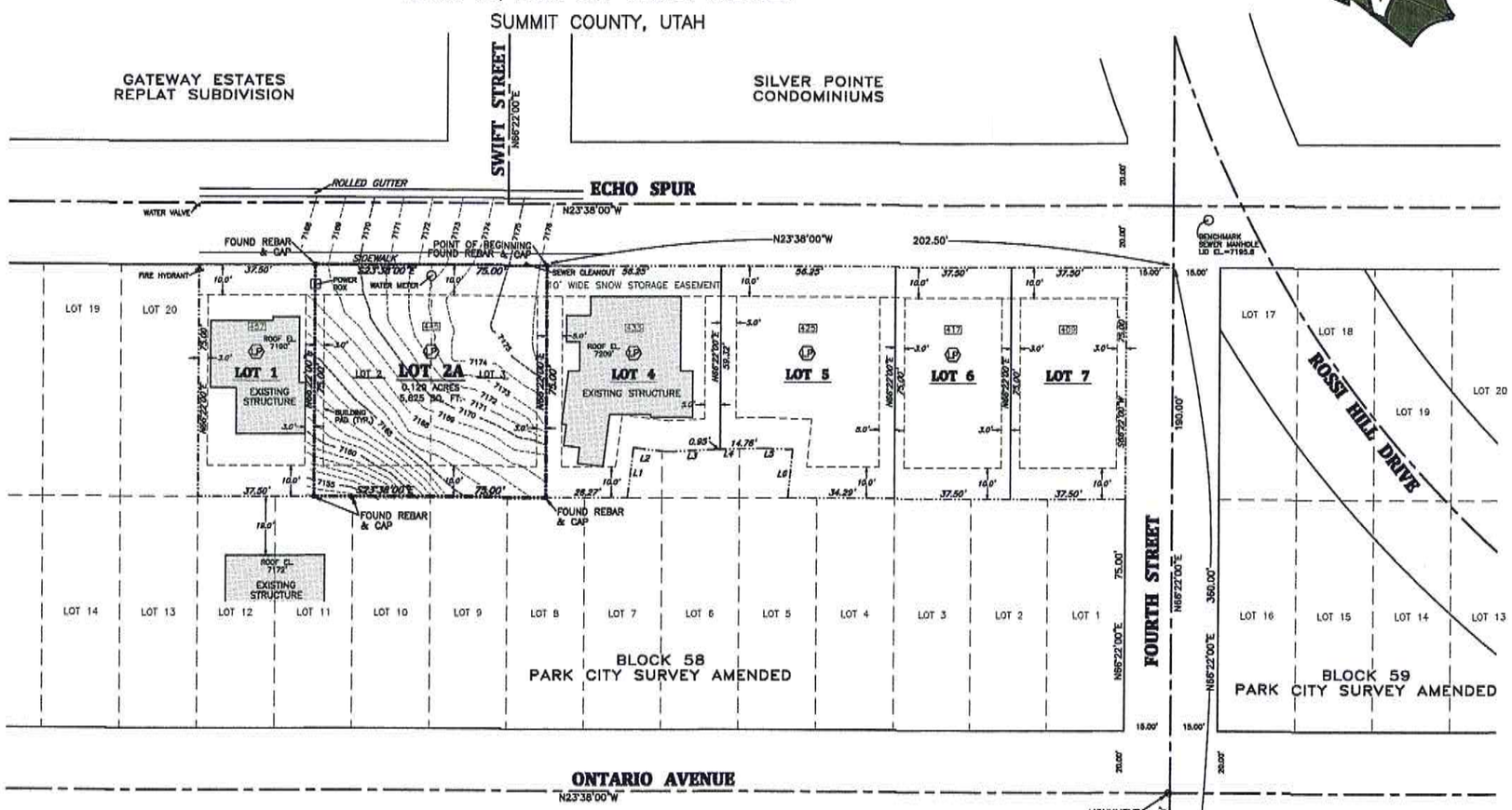
Exhibit B - Survey

ECHO SPUR SUBDIVISION
AMENDING LOTS 2 & 3

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

BLOCK 58, PARK CITY SURVEY AMENDED

SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, JOHN W. FRANCOM, A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NO. 156213 IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE HEREON DESCRIBED PARCEL AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

DATE: MAY 16, 2017

SIGNED: _____ JOHN W. FRANCOM, P.L.S. 156213

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RE-SURVEY AND FIELD STAKE THE BOUNDARY PRIOR TO LOT CONSOLIDATION AND TO PROVIDE TOPOGRAPHIC INFORMATION FOR ARCHITECTURAL DESIGN.

MONUMENTS FOUND OR SET, THE BASIS OF BEARING AND ANY ENCROACHMENTS ARE AS SHOWN HEREON.

DESCRIPTION

ALL OF LOTS 2 & 3, ECHO SPUR SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, SAID ECHO SPUR SUBDIVISION AND RUNNING THENCE SOUTH 66°22'00" WEST 75.00 FEET ALONG LOT LINE; THENCE NORTH 23°38'00" WEST 75.00 FEET ALONG LOT LINE; THENCE NORTH 66°22'00" EAST 75.00 FEET ALONG LOT LINE; THENCE SOUTH 23°38'00" EAST 75.00 FEET ALONG LOT LINE TO THE POINT OF BEGINNING.

CONTAINS: 5,625 SQUARE FEET OR 0.129 ACRES

PROFESSIONAL LAND SURVEYOR JOHN W. FRANCOM No. 156213 STATE OF UTAH

NOTES:

1. MODIFIED 13-D SPRINKLERS WILL BE REQUIRED FOR ALL NEW CONSTRUCTION.
2. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS IN ORDINANCE 14-23.
3. ADDRESS = XXX ECHO SPUR

(LP) 5. LOTS 1-6 ARE DESIGNATED AS LOW PRESSURE SEWER SYSTEM LOTS. THE PURCHASERS OF THESE LOTS ARE HEREBY NOTIFIED THAT WASTEWATER SERVICE TO THESE LOTS WILL BE PROVIDED BY A LOW PRESSURE SEWER SYSTEM. THE PRIVATE LOW PRESSURE SEWER LATERAL TO THESE LOTS CONSISTS OF A LOW PRESSURE GRINDER PUMP STATION AND LOW PRESSURE DISCHARGE LINE AND APPURTENANCES. THE PRIVATE LOT PRESSURE LATERAL SYSTEM, WHICH IS THE PRIVATE PROPERTY OF EACH LOT OWNER, CONNECTS TO THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT'S (SBWRD) PUBLIC LOW PRESSURE SEWER SYSTEM. PURCHASERS OF THE LOW PRESSURE SEWER SYSTEM LOTS SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS OF THE PRIVATE LOW PRESSURE LATERAL SYSTEM RELATED TO OR ARISING FROM THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE PRIVATE LOW PRESSURE SEWER LATERAL SYSTEM. SBWRD SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR PRIVATE LOW PRESSURE SEWER LATERAL SYSTEMS, INCLUDING ANY COSTS ARISING FROM OR RELATING TO INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT AND MATTERS ARISING FROM FREEZING OR INCORRECT INSTALLATION.

(LP) 6. UPON RECORDATION OF THIS PLAT, JGC BEACH PROPERTIES, L.L.C. HEREBY CONSENTS AND AUTHORIZES SNYDERVILLE BASIN WATER RECLAMATION DISTRICT TO RECORD A NOTICE FOR EACH LOW PRESSURE SEWER SYSTEM LOT WITH THE SUMMIT COUNTY RECORDER'S OFFICE. THE RECORDED NOTICES SHALL SERVE AS NOTIFICATION TO ALL FUTURE LOT OWNERS OF THE RESPONSIBILITIES ASSOCIATED WITH THE PRIVATE LOW PRESSURE SEWER LATERAL SYSTEM SERVING THE LOT.

LINE TABLE

LINE	BEARING	LENGTH
L1	S73°17'50"W	16.30'
L2	N16°42'10"W	11.00'
L3	N26°28'04"W	16.16'
L4	N24°50'20"W	15.71'
L5	N21°14'47"W	8.61'
L6	N72°11'03"E	15.70'

SCALE: 1" = 20'

0 10 20 40 60

SCALE IN FEET

1' CONTOUR INTERVAL

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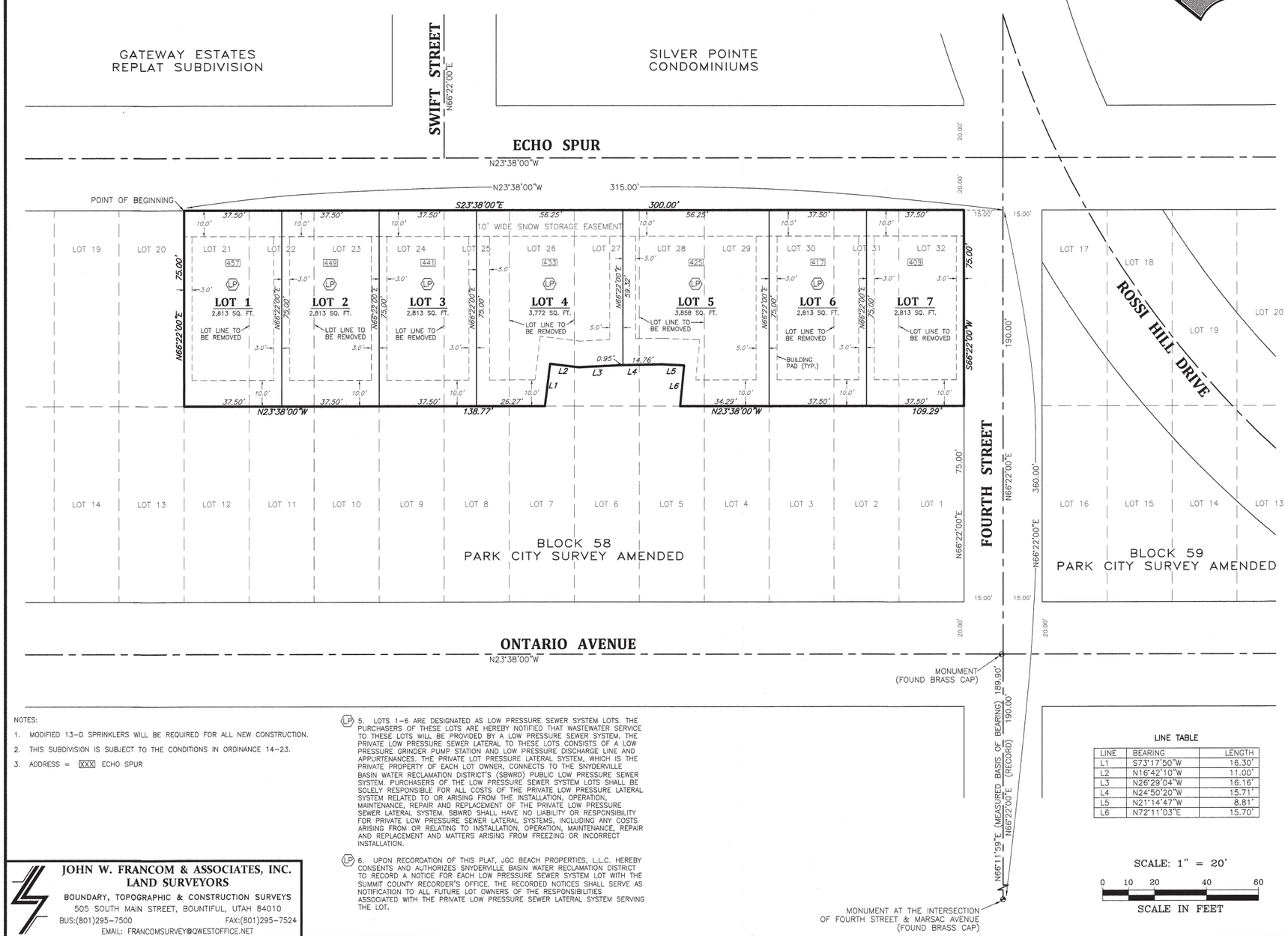
EVANS LAND SURVEYING BOUNDARY, TOPOGRAPHIC & CONSTRUCTION SURVEYS 4568 HIGHLAND DRIVE, SUITE 110, SALT LAKE CITY, UTAH 84117 BUS.(801)272-3996 EMAIL: EVANSLANDSURVEYING@GMAIL.COM	PROFESSIONAL LAND SURVEYOR JOHN W. FRANCOM No. 156213 STATE OF UTAH	GO WEST DEVELOPMENT 445 ECHO SPUR PARK CITY, UTAH LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN	REVISIONS: 7/26/17 BUILDING ELEVATIONS	DRAWN BY: JAS CHECKED BY: JWF SURVEY DATE: 6/17/16 JOB NO: 17-112	SURVEYED BY: NJE/JAS CALCULATED BY: NJE ELEC. DATA COLLECTION GOWEST-2-3-ECHO	SHEET DESCRIPTION BOUNDARY & TOPOGRAPHIC SURVEY	SHEET NO. 1 OF ONE

ECHO SPUR SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
BLOCK 58, PARK CITY SURVEY AMENDED
SUMMIT COUNTY, UTAH



NOTES:

1. MODIFIED 13-D SPRINKLERS WILL BE REQUIRED FOR ALL NEW CONSTRUCTION.
2. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS IN ORDINANCE 14-23.
3. ADDRESS = [XXX] ECHO SPUR

(LP) 5. LOTS 1-6 ARE DESIGNATED AS LOW PRESSURE SEWER SYSTEM LOTS. THE PURCHASERS OF THESE LOTS ARE HEREBY NOTIFIED THAT WASTEWATER SERVICE TO THESE LOTS WILL BE PROVIDED BY A LOW PRESSURE SEWER SYSTEM. THE PRIVATE LOW PRESSURE SEWER LATERAL TO THESE LOTS CONSISTS OF A LOW PRESSURE GRINDER PUMP STATION AND LOW PRESSURE DISCHARGE LINE AND APPURTENANCES. THE PRIVATE LOT PRESSURE LATERAL SYSTEM, WHICH IS THE PRIVATE PROPERTY OF EACH LOT OWNER, CONNECTS TO THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT'S (SBWRD) PUBLIC LOW PRESSURE SEWER SYSTEM. PURCHASERS OF THE LOW PRESSURE SEWER SYSTEM LOTS SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS OF THE PRIVATE LOW PRESSURE LATERAL SYSTEM RELATED TO OR ARISING FROM THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE PRIVATE LOW PRESSURE SEWER LATERAL SYSTEM. SBWRD SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR PRIVATE LOW PRESSURE SEWER LATERAL SYSTEMS, INCLUDING ANY COSTS ARISING FROM OR RELATING TO INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT AND MATTERS ARISING FROM FREEZING OR INCORRECT INSTALLATION.

(LP) 6. UPON RECORDATION OF THIS PLAT, JGC BEACH PROPERTIES, L.L.C. HEREBY CONSENTS AND AUTHORIZES SNYDERVILLE BASIN WATER RECLAMATION DISTRICT TO RECORD A NOTICE FOR EACH LOW PRESSURE SEWER SYSTEM LOT WITH THE SUMMIT COUNTY RECORDER'S OFFICE. THE RECORDED NOTICES SHALL SERVE AS NOTIFICATION TO ALL FUTURE LOT OWNERS OF THE RESPONSIBILITIES ASSOCIATED WITH THE PRIVATE LOW PRESSURE SEWER LATERAL SYSTEM SERVING THE LOT.

LINE TABLE

LINE	BEARING	LENGTH
L1	S73°17'50"W	16.30'
L2	N16°42'10"W	11.00'
L3	N26°29'04"W	16.16'
L4	N24°50'20"W	15.71'
L5	N21°14'47"W	8.81'
L6	N72°11'03"E	15.70'

SCALE: 1" = 20'
0 10 20 40 60
SCALE IN FEET

JOHN W. FRANCOM & ASSOCIATES, INC.
LAND SURVEYORS
BOUNDARY, TOPOGRAPHIC & CONSTRUCTION SURVEYS
505 SOUTH MAIN STREET, BOUNTIFUL, UTAH 84010
BUS:(801)295-7500 FAX:(801)295-7524
EMAIL: FRANCOMSURVEY@QWESTOFFICE.NET

LEGAL BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ECHO SPUR AND THE LINE COMMON TO LOTS 20 & 21, BLOCK 58, PARK CITY SURVEY, ACCORDING TO THE AMENDED PLAT THEREOF, AND RUNNING THENCE SOUTH 23°38'00" EAST 300.00 FEET; THENCE SOUTH 66°22'00" WEST 75.00 FEET; THENCE NORTH 23°38'00" WEST 109.29 FEET; THENCE NORTH 72°11'03" EAST 15.70 FEET; THENCE NORTH 21°14'47" WEST 8.81 FEET; THENCE NORTH 24°50'20" WEST 15.71 FEET; THENCE NORTH 26°29'04" WEST 16.16 FEET; THENCE NORTH 16°42'10" WEST 11.00 FEET; THENCE SOUTH 73°17'50" WEST 16.30 FEET; THENCE NORTH 23°38'00" WEST 138.77 FEET; THENCE NORTH 66°22'00" EAST 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 21,693 SQUARE FEET OR 0.498 ACRES NET
7 LOTS

DEED DESCRIPTION

ALL OF LOTS 21 THROUGH 32, BLOCK 58, PARK CITY SURVEY, ACCORDING TO THE AMENDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER.

EXCEPTING THEREFROM:

BEGINNING AT A POINT SOUTH 23°38'00" EAST 13.77 FEET FROM THE CORNER COMMON TO LOTS 7, 8, 25 & 26, BLOCK 58, PARK CITY SURVEY, ACCORDING TO THE AMENDED PLAT THEREOF, AND RUNNING THENCE NORTH 73°17'50" EAST 16.30 FEET; THENCE SOUTH 16°42'10" EAST 11.00 FEET; THENCE SOUTH 26°29'04" EAST 16.16 FEET; THENCE SOUTH 24°50'20" EAST 15.71 FEET; THENCE SOUTH 21°14'47" EAST 8.81 FEET; THENCE SOUTH 72°11'53" WEST 15.70 FEET; THENCE NORTH 23°38'00" WEST 51.94 FEET TO THE POINT OF BEGINNING.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: THAT THE OWNERS OF THE HEREON DESCRIBED TRACTS OF LAND, HEREBY CAUSES THE SAME TO BE DIVIDED INTO LOTS AND PRIVATE STREETS, AS SET FORTH IN THIS PLAT, HEREAFTER TO BE KNOWN AS

ECHO SPUR SUBDIVISION

ALSO, THE OWNERS HEREBY DEDICATE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT AND PARK CITY FIRE DEPARTMENT, A NON-EXCLUSIVE EASEMENT OVER THE ROADWAYS AND UTILITY EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE USE AND EVENTUAL REPLACEMENT, AND TO PROVIDE ACCESS FOR EMERGENCY SERVICES. THOSE AREAS THAT ARE INTENDED FOR PUBLIC USE ARE HEREBY DEDICATED TO PARK CITY.

EXECUTED THIS 22nd DAY OF JULY, 2014.

REPRESENTATIVE OF JGC BEACH PROPERTIES, L.L.C., OWNER

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SUMMIT }

ON THIS 22nd DAY OF July, 20 14, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN SAID STATE OF UTAH, THE SIGNER OF THE ABOVE OWNER'S DEDICATION BY Preston Campbell, REPRESENTATIVE OF JGC BEACH PROPERTIES, L.L.C., OWNER, WHO ACKNOWLEDGED THAT HE SIGNED THE ABOVE OWNER'S DEDICATION FOR AN IN BEHALF OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN STATED.

NOTARY PUBLIC
RESIDING AT: Wasatch County, State of Utah
MY COMMISSION EXPIRES: 10-29-16

LISA G SESSIONS
Notary Public
State of Utah
COMMISSION # 660467
My Commission Expires October 29, 2016

CONSENT TO RECORD

STATE OF UTAH }
COUNTY OF SUMMIT }

THE UNDERSIGN LIEN HOLDER CONSENTS TO THE RECORDATION OF THE PLAT.

BY: _____
AUTHORIZED OFFICIAL

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, _____
BY _____ REPRESENTATIVE OF JGC BEACH PROPERTIES L.L.C., THE OWNER OF THE ABOVE DESCRIBED PROPERTY.

NOTARY PUBLIC
RESIDING AT:
MY COMMISSION EXPIRES:

SURVEYOR'S CERTIFICATE

I, JOHN W. FRANCOM, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 156213 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT A BOUNDARY SURVEY HAS BEEN MADE OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH MINIMUM STANDARDS AND REQUIREMENTS OF THE LAW AS OF THE DATE OF SURVEY, MARCH, 2014.

JOHN W. FRANCOM
DATE JULY 21, 2014

PROFESSIONAL LAND SURVEYOR
7/21/14
JOHN W. FRANCOM
No. 156213
STATE OF UTAH

ECHO SPUR SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
BLOCK 58, PARK CITY SURVEY AMENDED
SUMMIT COUNTY, UTAH

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 1st DAY OF August, 2014 A.D.

BY: Marci Heil
PARK CITY RECORDER

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 9th DAY OF April, 2014 A.D.

BY: Nann Worel
CHAIRMAN

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 8th DAY OF May, 2014 A.D.

BY: Jack Thomas
MAYOR

CITY ENGINEER

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 22nd DAY OF July, 2014 A.D.

BY: _____
PARK CITY ENGINEER

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 22nd DAY OF July, 2014 A.D.

BY: _____
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 15th DAY OF August, 2014 A.D.

BY: _____
PARK CITY ATTORNEY

RECORDER

1000356

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF First American Title Co
DATE 8/6/14 TIME 10:10 AM BOOK — PAGE —
$ 37.00 FEE
C. Willoughby - deputy
RECORDER

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#2 Written Statement

The intent of the project is to combine two lots of record into one. This will allow for less density on the Street and in Old Town. Eventually, it will also involve the construction of a single home instead of two, thereby reducing the disruption to the neighborhood.

Exhibit E - Site Photographs

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6. View South

6. View East

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6. View West

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6. View North

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7. Aerial photo of ECHOSPR-2 and ECHOSPR-3 with lot lines

Tippe Morlan

From: Jay N Bartlett <Jay.Bartlett@parthenon.ey.com>
Sent: Thursday, August 31, 2017 6:16 PM
To: Tippe Morlan
Subject: PL-17-03609
Attachments: image001.gif

Tippe

We are the owners of Echo Spur Lot 1, and received the notice about the application to combine Echo Spur lots 2 and 3. We are fully supportive of this application, and have talked with both Sean Kelleher and Preston Campbell about it. We believe combining these 2 lots will reduce traffic flow on the street, and also create more open space in the subdivision due to larger setbacks.

We are not able to make it to the meeting on 9/13, but please consider this note as an indication of our support for the proposal.

Jay

Jay Bartlett | Managing Director, Co-Head Private Equity Practice | Parthenon

Ernst & Young LLP
725 South Figueroa Street, Los Angeles, CA 90017, United States of America
Office: +1 213 977 8799 | Mobile: +1 617 834 9847 | jay.bartlett@parthenon.ey.com
Website: http://www.Parthenon.ey.com

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Planning Commission
Staff Report

PARK CITY 1884
PLANNING DEPARTMENT

Subject: **Treasure**
Project #: **PL-08-00370**
Authors: **Francisco Astorga, AICP, Senior Planner**
Bruce Erickson, AICP, Planning Director
Matt Cassel, PE, City Engineer
Alfred Knotts, Transportation Planning Manager
Date: **13 September 2017**
Type of Item: **Administrative – Conditional Use Permit**
Transportation Update / Refinement 17.2 Update / Planning Commission Outstanding Items

Summary Recommendations

Staff recommends that the Planning Commission review the Treasure Conditional Use Permit (CUP) as outlined in this staff report. Staff recommends that the Planning Commission conduct a public hearing and continue the item to the October 11, 2017 Planning Commission meeting.

Description

Property Owner:	Sweeney Land Company and Park City II, LLC represented by Patrick Sweeney
Location:	Creole Gulch and Mid-station Sites Sweeney Properties Master Plan
Zoning:	Estate (E) District – Master Planned Development
Adjacent Land Use:	Ski resort area and residential
Topic of Discussion:	Transportation Update / Refinement 17.2 Update / Planning Commission Outstanding Items
Reason for Review:	Conditional Use Permits are required for development per the Sweeney Properties Master Plan. Conditional Use Permits are reviewed by the Park City Planning Commission

Background

Traffic and transportation are still massive areas of importance to the review of this project. The applicant originally proposed a goal of completing the Transportation/Traffic Study addendum in February 2017; however, the applicant was not able to conclude their update until early May 2017. The applicant introduced this update on May 10, 2017. During the June 14, 2017 Planning Commission meeting staff provided to the Commission preliminary comments in response to the submitted Transportation/Traffic Study introduced in May 2017. The Treasure Hill Traffic Study Addendum #7 dated July 26, 2017, submitted to the City in draft/incomplete form on July 21, 2017, and in final form on July 27, 2017. This staff report provides an update of the final transportation study provided to the City.

Refinement 17.2 plans have been fully submitted to the City for review with its accompanying documents: Comparison plans submitted on August 14, 2017, updated Written & Pictorial Explanation document submitted on August 18, 2017, photographs/simulations identified as Signature Still (SS), View Points (VP), and an update of the animation/model submitted to on September 1, 2017. All of these updates are to reflect Refinement 17.2 and are available online on the City's website, see the following hyperlinks:

Link W – Refinement 17.2 Plans received 2017.08.10
Link X – Refinement 17.2 Plans compared to 2009 Plans received 2017.08.14
Link Y – Written & Pictorial Explanation (Updated) received 2017.08.14
Link Z – Refinement 17.2 Signature Stills Renderings received 2017.09.01
Link AA – Refinement 17.2 View Points Renderings received 2017.09.01
Link BB – Refinement 17.2 Animation Model received 2017.09.01

Transportation Update Analysis

The Planning Department continues to work closely with the City Engineer's office and the City Transportation Planning Department in preparing this section of the staff report. As indicated in the past, the Planning Commission is responsible of reviewing the applicant's submittal to identify the impacts of the proposal. Once the impacts are identified, the Planning Commission analyzes the effects of the proposed/justified mitigation which includes an evaluation of the projected outcome of the applicant's studies, and adds qualitative discussions regarding impacts to Park City. The last step includes providing ongoing mitigation monitoring and reporting program that evaluates the adequacy and effectiveness of proposed mitigations strategies.

Staff recommends that the Planning Commission review the following outline in regards to the City's review of the Treasure Hill transportation studies:

1. City needs to provide a position on the assumptions in the traffic study.

   City staff has reviewed all of the assumptions made by Triton in their Treasure Hill Traffic Study and find their assumptions to be reasonably acceptable based on industry standards (i.e. Institute of Transportation Engineers Trip Generation Rates and Professional Engineering judgment).

2. City to provide a clear explanation about the transportation master plan.

   Based on the findings in the Treasure Hill Transportation Studies, staff has confidence that the local street cross section and associated classification (Old Town Street), as provided in the City 2011 Traffic and Transportation Master Plan (2011 T&TMP), will adequately function for the level of future annual average daily traffic (AADT) projected on Lowell and Empire Avenues. Staff does propose to provide a temporary wider cross section for Lowell Avenue during construction that will be reconfigured to the original cross section once construction is complete.

During the adoption of the 2011 T&TMP, the issue with the location of pedestrians, parking and bicycles in the ROW was heavily debated. The key issues were the following:

- We had installed sidewalks on previous projects but for the most part, they were not being used for walking, rather they are being used for parking. In one case, residents along Norfolk came to City Council with the request that they did not want sidewalks because it interferes with their parking. They now park on the sidewalk.

- In the winter months, the adjacent land owner is required to remove snow from the sidewalks. Because of our snow amounts, the sidewalks are used for snow storage. This is the reason we have people walking in the road in the winter months.

- To further this point, in a recent Treasure meeting, THINC showed a photograph of skiers walking down the middle of Lowell Avenue in front of the Marriott MountainSide. This section of road does have sidewalks on both side of the streets but the sidewalks were not cleared.

- Staff's goal on our local streets, is create side friction to help slow traffic. Friction includes parking, bikes, pedestrians, etc. In chapter 4, page 6 of the 2011 T&TMP, Figure 4-2 provides a graphic pertaining to the functional classification of our streets. The graphic shows the local street being purely about access (a street) as opposed to traffic throughput. These streets are to be an extension and part of the neighborhood. Their purpose is access from the neighborhoods to a higher and more mobile road or arterial. As the classification increases, the speeds and ability for the motorist to move quicker around the City increase (a road/arterial). Staff finds that the proposed one-way concept is inappropriate for the neighborhood because of the higher speeds that would be induced and accommodated due to the reduction of "friction".

- Parking on Empire Avenue – It should be noted that, on a daily basis, contractors, residents, residential guest, etc., are not always parking correctly on Empire Avenue. Empire Avenue was constructed to support parking on the west side of the road only. Numerous signs were installed so residents and others would park accordingly. From the photographs provided by THINC and others, one of the issues that need to be corrected on Empire Avenue and future Lowell Avenue is maintaining the City's no parking signs, parking enforcement, and correcting improper parking habits. These actions will help Empire Avenue be more functional as a street.

In regards to Lowell Avenue reconstruction, while Planning Commission does have the ability to recommend a different road section to the City Council, the Commission needs to be aware of the following:

- If sidewalks were installed on the east side of Lowell Avenue, this would drastically impact the drive grades. Because the sidewalk would need to be relatively flat, many of the drives would need to be replaced at a much steeper grade. The Land Management Code (LMC) allows maximum driveway grade of 14% and staff predicts that many of the drives would exceed this grade. It should also be noted that if grades are increased, there is also the potential to create a hinge point that would negatively impact access for many standard clearance vehicles.

- If sidewalks were installed on the east side, it would be located immediately behind the curb and gutter. In reference to the above section, staff would expect this sidewalk to be used for snow storage and parking and would not function for pedestrians during the winter months.

- If sidewalks were installed on the west side, the snow on the road would be piled on the sidewalk and thus render it useless during the critical winter months.

- Wider roads are not the solution for a local street. The only element a wider road provides is higher speeds not increased throughput, which then becomes an enforcement issue, snow storage on paved surface, and higher operational and maintenance costs.

- Temporary access – To facilitate construction:
    - All construction traffic should be confined to Lowell Avenue.
    - The narrowed road section currently being built along Lowell Avenue will remain as final. To facilitate construction, staff will allow the 3 to 4 feet of space immediately west of the west side curb and gutter to be temporarily paved for typical vehicle construction access. Once construction is complete, the temporary asphalt is to be removed, and any damaged curb and gutter must be replaced and the soil stabilized and re-vegetated.

3. Evaluate that the AADT calculations are within the range of accuracy/good engineering practice and the difference between the AADT, ADT, and peak hour:

- AADT – Average Annual Daily Traffic; this count is usually the basis for design for a street. Since this traffic number is averaged over a full year, including our shoulder seasons, it will be a lower number than ADT.

- ADT – Average Daily Traffic; this count is averaged over a 24 hour period. Staff takes this count number into consideration because, and depending on

the season, is higher than AADT. Using ADT allows, staff to take into consideration an average traffic count for the peak periods such as winter ski months or the summer event periods without shoulder seasons variability that lower the counts. Given the nature of Park City's economy and high level of second homeownership, it is important that seasonal variability be taken into consideration.

- Peak Hour – The Treasure Hill intersection counts were closer to peak hour traffic conditions. Roads are never designed for peak hour traffic. These peak hour counts need to be represented as ADT, so they can be evaluated to determine their daily impacts to the local streets and the minor and commercial collectors.

4. Explain the measurement location of ADT at the intersections and the intersection reflects the total traffic on the street:

   The intersection counts taken for the Treasure Hill Traffic Study were closer to peak conditions since they were taking during a peak time which was President's Day Weekend. The consultant needs to take these counts along with their non-peak time period counts and provide the City with ADT for the President's Day Weekend. The ADT can then be compared to the number of trips allowed per each respective street/road. This analysis allows staff to evaluate the total traffic on the street to verify that the street capacity limits will not be reached or exceeded.

5. Provide opinion as to traffic split on Lowell and Empire Avenue at construction, delivery and daily traffic:

   - Construction traffic should be conditioned to access the site only from Lowell Avenue.
   - Delivery traffic should be conditioned to access the site only from Lowell Avenue.
   - Daily traffic generated by Treasure Hill may use both streets for access with adequate mitigation as proposed.
   - Applicant submit and construction access and traffic control plan developed and stamped by a Professional Engineer licensed by the State of Utah for review and approval by the City Engineer.

6. Need to address the cumulative effect of Treasure Hill on SR 224 and SR 248:

   - In review of the appendices for the Park City Traffic and Transportation Master Plan, it should be noted that the traffic generated by the Treasure Hill development and other entitled development projects were included in the forecasting of traffic on both Utah state routes 224 and 248.
   - It should be noted that the short range (3 – 5 year) plan element in the Park City 2011 T&TMP included operational improvements to the Silver King and

Empire intersection, solely on the basis that the intersection was and continues to fail due to Park City Mountain current traffic impacts.

7. Are the Traffic Mitigation measures proposed by Treasure Hill appropriate?

- Clustered mixed-use development reduces miles of roadways that would need to be maintained by the City.
  Based on the site layout, if Treasure Hill developed all of its developable land space, the roads for access would have been internal to the development and would not have created a new road network that would need to be maintained by the City. This is not mitigation, this how the Master Plan was approved.

  Additionally, categorizing the Treasure Hill development as a "mixed use development" is a stretch at best. While the project does incorporate other land uses in addition to the primary land uses of hotel accommodations and partial ownership units, the other proposed uses (housing and support commercial) are intended to support those working or staying on site for short terms stays. The proposed project more closely resembles an all-inclusive resort as opposed to "mixed used development" which supports a "live, work, play" environment for a broader community and demographic. It should be noted that staff does support these other onsite land uses to reduce employment and discretionary (i.e. recreation, dining, etc.) trips to and from the site. Staff does not anticipate that typical health, social, economic, and environmental benefits associated with "mixed-use" development will be realized as part of this project therefore this should not be over "sold" to the community by either the City or the applicant.

- Provide a cabriolet system.
  The cabriolet system appears to be an effective mitigation measure when evaluated against existing systems operating in similar resort communities; however, the operating parameters of the cabriolet (i.e. hours, seasons, weather, etc.) will be critical to the effectiveness of this mitigation measure and shall be explicitly defined the applicant for review and approval by the City's Planning Director.

- Construct beginner and intermediate ski runs.
  This can be an effective mitigation measure to reduce winter ski trips as long as the neighborhood residents and visitors immediate to the facilities can access Park City Mountain through Treasure Hill.

- Treasure Hill will have dedicated employee housing on site.
  This is a Master Plan requirement, not a mitigation measure.

- Employees not living on site and when occupancy winter season and when occupancy exceeds 70%, Treasure will encourage employees to use public transportation.

This can be an effective mitigation but needs to be conditioned that no on-site parking for employees shall be allowed 365 days out of a year regardless of occupancy or time of year if the intent is to reduce DAILY trips.

- Treasure will utilize work shifts that start and stop outside of the peak hours.
  This can be an effective downstream mitigation measure that would address not only direct impacts on the adjacent road network but also cumulative impacts on the regional road networks such as SR 224 and SR 248. Additional effectiveness will be dependent on the applicant specifying what those hours are and by ensuring they fall outside the AM and PM peak hour(s) as documented in the most recent traffic analysis.

- Treasure will implement a shuttle system during peak hours to pick up visitors from the airport.
  This can be an effective mitigation measure if the shuttle service is provided year round, operates on reasonable headways (i.e. hourly) throughout the day and evening, and picks up visitors AND delivers visitors to the airport at the conclusion of their stay.

- Treasure Hill will require all parking related to Treasure to be on site.
  Not sure what is being accomplished with this item as it does not reduce and/or mitigate trips. Parking and Shuttle plan shall be developed for review and approval by Planning Director. No on-street parking shall be allowed and employees allowed to park onsite shall have a visible permit and permits shall not exceed 10 permits.

- During construction, employees will be shuttled to the site or use the cabriolet.
  This can be an effective mitigation measure if the employees are also shuttled to the cabriolet and the cabriolet is constructed as part of Phase 1 of the construction sequencing.

- Treasure Hill will pay its fair share of intersection improvements.
  This is an appropriate mitigation measure.

- Consideration of a one-way street loop.
  Lowell and Empire Avenue are local streets and not roads. They are not about throughput. Additionally, one way streets have the propensity to actually increase Vehicle Miles Traveled (VMT) as they may increases distances between point A and point B by not providing the most direct route; therefore, this is not an adequate or appropriate mitigation measure in terms of trip or VMT reductions.

8. Are the TDM Measures proposed adequate and how the effectiveness be measured?

- Donate land to complete Empire/Lowell Avenue loop.
  Not a measureable TDM nor does this reduce trips or VMT.

- Creation of the town lift system.
  Not a measureable TDM

- Provided funds for upgrades to Lowell Avenue.
  Not a measureable TDM.

- Applying a mixed-use development instead of single family homes.
  Not a measureable TDM.

- Construction of the cabriolet.
  Can be an effective TDM but need to determine measureable criteria.

- Construction of beginner and intermediate ski runs.
  Can be an effective TDM but need to determine measureable criteria.

- Employee housing on site.
  Not a measureable TDM.

- Addition of on-site commercial elements.
  Not a measureable TDM.

- Employees not living on site and when occupancy winter season and when occupancy exceeds 70%, Treasure will encourage employees to use public transportation.
  This could be an effective TDM but needs to be conditioned that no on-site parking for employees 365 days out of a year and needs a measureable criteria.

- Treasure will implement a shuttle system during peak hours to pick up visitors from the airport.
  This can be an effective TDM if the shuttle service is provide year round and needs a measureable criteria.

- During construction, employees will be shuttled to the site or use the cabriolet.
  Not a measureable TDM.

Construction/Temporary Impacts (updated):

- **Impact Temporary (T)- 1 – Construction Worker Access**
  Description: Trips generated/induced to the site from construction related activities from construction workers.

Goal: Reduce construction related trips to a less than significant level (< or = to no more than 10% of the ADT) during all construction activities.

Qualifying Standard (QS) T-1a: During construction any and all activities for all phases project proponent and/or their prime and subcontractors shall legally procure an offsite parking location outside the Park City limits that is adequate for all construction employees and provide direct shuttle access from said lot to the project site for the entire duration of the construction phase of the project.

QS T-1b: Prior to construction, project proponent shall demonstrate they have legal authority to occupy the parking lot, demonstrate the proposed shuttle service has adequate capacity to transport the workers that are estimated to require access to the site during all construction activities.

QS T-1c: All contractors shall deliver and store appropriate materials and trade tools on the site as to facilitate shuttle access and utilization to the site for and by workers.

QS T-1d: Cabriolet shall be constructed during Phase 1 of construction as to provide construction access to the site during the entire duration of construction.

- **Impact T-2 – Construction Material Delivery**
  Description – T-2: Trips generated/induced by the delivery of construction related materials and exportation of construction related waste.

  Goal: Minimize impacts to neighborhood associated with delivery and off haul of construction related materials, including but not limited to traffic, noise, safety, etc.

  QS T-2a: The project proponent shall quantify maximum number of deliveries per day and develop a delivery plan with routes and set times of day for deliveries that avoid the AM and PM peak periods identified in the Traffic Analysis. These shall be adjusted based on winter and summer seasons. No deliveries shall occur on weekends, Tier 3 events, and/or holidays. All construction access routes shall be reviewed and approved by the City Engineer. No routes shall pass through the Park City Mountain via Lowell Avenue.

  QS T-2b: Contractor shall be required to equip all delivery and onsite construction equipment with “white noise” back-up alarms.

  QS T-2c: Prior to each winter construction access routes shall be evaluated and repaired, if necessary, to the satisfaction of the City Engineering. Following construction, all access routes shall be repaired and/or reconstructed to a “state of good repair” as determined by the City Engineer.

  QS T-2d – QS T-1c: and QS T-1d shall apply to further mitigate this impact.

QS T-2e – Contractor will install a minimum three foot (3') wide asphalt strip immediately west of west curb and gutter along Lowell Avenue for construction purposes. This asphalt strip shall be removed, the area stabilized and re-vegetated, and any damaged curb and gutter on Lowell Avenue shall be replaced at the end of construction.

QS T-2f – Contractor shall modify the Manor/Lowell Avenue and Manor/Empire Avenue intersections, as approved by the City Engineer so all construction vehicles can fit through the intersections. Contractor shall restore these intersections upon complete of the construction.

QS T-2g – Construction access shall only be through Lowell Avenue south of Manor Way.

QS T-2h: Contractor shall be required to log time and quantity of all material delivered to or off hauled from site. All trucks shall be easily identifiable to the public and City inspectors by unique number and signage.

QS T2i: All hiking and biking trails within and immediately adjacent to the project site shall be closed during heavy construction activities.

QS T2j: A staging and delivery plan shall be required for large cement pours, defined as greater than fifty (50) yards, and/or special deliveries, defined as wide or oversized loads.

- **Impact T-3 –Construction Access and Activities**
  Description: Winter access to and around the site is constrained due to skier traffic and winter maintenance operations. Additionally, the site is on steep slopes that can be prone to erosion and instability posing threats to the environment and public safety.

  Goal: Minimize potential adverse impacts to environment, the economy, and public safety.

  QS T-3a: Construction activities related to concrete pumping, major excavation (50 cubic yards), and clearing and grubbing shall be prohibited from Nov 15th – April 15th. Major construction activities shall also be prohibited during summer holidays and Tier 3 summer events.

  QS T-3b: Contractor shall develop and submit a Storm Water Pollution Prevention Plan developed and stamped by Professional Engineer licensed in the State of Utah or a Certified Professional in Erosion and Sediment Control or Certified Professional in Storm-water Quality.

  QS T-3c: Contractor shall pave a minimum of two hundred feet (200') of the

construction ingress and egress and sweep City right-of-way, as necessary, to minimize construction tracking and discharges to the City's storm drain system.

QS T-3d: Contractor shall water soil piles, as necessary, throughout the day and cover all soil piles at the end during non-construction activities to minimize fugitive dust.

QS T-3e: Traffic Control Plan shall identify and fulltime flaggers at the following intersections:

- Manor and Lowell Avenue
- Manor and Empire Avenue
- Construction ingress and egress

QS T-3f: No temporary exterior lighting outside of typical work hours shall be allowed at any time. Cranes are exempt from this qualifying standard.

QS T-3g: An Emergency Access and Evacuation Plan shall be prepared and submitted for review and approval by the City Engineer, Park City Fire District, Park City Police Department, and Park City Emergency Manager.

Permanent Ongoing Project Related Impacts (updated):

- **Impact Permanent (P)-1 – Service and Supply Deliveries**
  Description: Routine deliveries to the site associated with the operation of the development following construction have the potential to adversely impact neighborhood quality of life, traffic operations, and City infrastructure.

  Goal: Minimize impact of deliveries to the project site associated with ongoing operations of the development.

  QS P – 1a: Non ski season deliveries (April 15 – November 15) shall only occur from 7 a.m. to 12 p.m. while ski season (November 16 – April 14) deliveries shall only occur from 10 a.m. to 2 p.m. and shall access the site via Lowell Avenue south of the Manor Way.

  QS P – 1b: All delivery vehicles shall be equipped with "white noise" backup alarms regardless of size.

  QS P – 1c: All delivery vehicles shall only access Treasure Hill via Lowell Avenue.

- **Impact P-2 – Employee Access and Trips**
  Description: Employees required for the day to day operations of the development have potential to generate additional daily vehicle trips to the site. Given the twenty-four (24) hour nature of the operations, additional trips have the potential to occur with shift changes.

Goal: Minimize adverse impacts to air quality, energy consumption, and traffic operations associated with trips generated by day to day operations of the development.

QS P – 2a: The project applicant shall develop a Transportation Demand Management Plan for submittal and approval by the Park City Planning Director. Plan shall include strategies to reduce both visitor and employee trips and shall include the designation of a Transportation Demand Manager. The plan shall also include an annual monitoring and reporting program.

QS P – 2b: The project applicant shall procure an offsite park-and-ride location and to transportation all employees not living on-site or served by public transit via mass transit. Shuttle shall operate to accommodate all shifts and shift changes.

QS P – 2c: The project applicant and/or future operator shall operate the Cabriolet from 7 a.m. to 1 a.m. to reduce trips by employees and visitors

- **Impact P-3 – Residential and Emergency Access**
  Description: Trips generated to and from the site, including deliveries, have the potential to impact both residential and emergency access to and adjacent to the project site.

  Goal: Minimize access impacts to the site and adjacent commercial and residential properties, especially during winter months and snow events.

  QS P-3: Project applicant shall manage snow removal along Lowell Avenue from Manor Way to the Project site to the satisfaction of the Park City Fire District, City Engineer, and Park City Police Department, to comply with applicable codes. These operations can be provided by the project applicant or by the City through a request for an elevated level of service and payment of the associated cost.

- **Impact P-4 – Visitor Access and Trips**
  Description: Trips by visitors arriving, departing, and conducting discretionary activities (ski, shopping, eating/drinking, etc.) have the potential to adversely impact air quality, energy consumption, and traffic operations.

  Goal: Reduce trips to and from the site via mass transit, Cabriolet, and transportation demand strategies and programs.

  QS P-4a: Project applicant and/or future operator shall provide dedicated airport shuttle during peak arrival and departure times associated with both the development and the Salt Lake City International Airport enplanements.

  QS P-4b: Project applicant and/or future operator shall provide onsite alternative transportation options including but not limited to local courtesy shuttles, car share, and bike share for local trips and/or connections to Park City Transit's

fixed route system.

QS P- 4c: Project applicant, in cooperation with Park City Municipal Corporation and Vail Resorts, shall contribute their “fair-share” to the construction of intersection and operational improvements to the Empire/Silver King Avenue intersection when deemed warranted by Park City Municipal Corporation.

QS P-4d: Qualifying Standard P-2a and P-2c shall apply to further mitigate this impact.

QS P-4e: Project applicant shall build an enclosure for the Crescent Tramway and will remove snow and appropriately salt during the winter months so the tramway can be used by pedestrians 365 days out of a year.

QS P-4f: Project Applicant shall participate in the future modifications to the intersections of Empire/Silver King Avenue and Lowell/Silver King Avenue. The project applicant shall pay for 39.9% of the Empire/Silver King Avenue intersection modifications and 63.6% of the Lowell/Silver King Avenue intersection.

- **Impact P-5 – External Trips**
  Description: Accessory uses have the potential to generate external trips by people attempting to access the development for uses such as eating and drinking, spa services, and shopping.

  Goal: Develop and implement programs and strategies to dis-incentivize, manage, and/or restrict external trips generated by proposed accessory uses.

  QS P – 5a: Project applicant and/or future operator shall provide valet parking for guests to manage parking, including the flow of arrivals and departures, as well as to restrict any public parking

  QS P -5b: Project applicant and/or future operator shall implement and manage an internal parking permit program limited to guests, management, and employees living on site.

  QS P -5c: Project applicant and/or future operator shall be prohibited from off-site advertising of any and all accessory uses.

Transportation Studies/Documents
The following list in chronological order (document date - name of document - company that prepared the document) contains the various different traffic studies:

- 2003.12.18 - TH Traffic Opinion Summary - PEC
- 2004.07.01 - TH Traffic Impact Analysis - PEC

- 2004.07.31 - Addendum One - PEC
- 2005.04.06 - Second Addendum to the TH Traffic Impact Analysis, July 2004 - Traffic Count President's Day Weekend - PEC
- 2005 .07.20 - Technical Memorandum TH Traffic Review - Fehr & Peers
- 2005.12.09 - Summary of Findings & Recommendations of the TH Traffic Report – Fehr & Peers
- 2006.02.24 - TH Response to Park City Planning Commission Questions - PEC
- 2008.01.07 - Third Addendum to the TH Traffic Impact Analysis, July 2004 - Lowell Ave. Sidewalk and Improvements - PEC
- 2009.02.24 - Letter to the Applicant – Park City Municipal Corporation
- 2009.03.31 - Walkability Study / Recommended Improvements - PEC
- 2009.04.02 - Sweeney Letter to the City – MPE
- 2009.04.02 - TH CUP Review Lowell Avenue Improvements Opinion Summary - Alta Engineering
- 2009.04.02 - TH Traffic Impact Analysis Addendum Four - PEC
- 2009.04.15 - Parking Count Numbers - Alta Engineering
- 2009.04.19 - Treasure Lowell Avenue Improvements - Alta Engineering
- 2009.06.18 - Fifth Addendum to the TH Traffic Analysis, July 200 - Parking Generation Study - PEC
- 2009.06.18 - Revised Letter TH Walkability Study / Recommended Improvements and Effects on Traffic of Proposed Roadway Section on Empire Ave. - PEC
- 2009.06.25 - Sixth Addendum to the TH Traffic Impact Analysis, July 2004 - Intersection Operations Limiting Development Traffic on Empire Ave. - PEC
- 2009.07.16 - Proposed Parking and Traffic Operations – MPE Incorporated
- 2009.07.22 - Updated Treasure Lowell Avenue Improvements - Alta Engineering
- 2017.01.05 - Treasure Hill Traffic Study Summary - Triton Engineering

- 2017.05.04 - Treasure Hill Traffic Study DRAFT Addendum #7 - Triton Engineering
- 2017.07.19 – Review of Treasure Hill Development TIA – LSC Transportation Consultants
- 2017.07.26 – Treasure Hill Traffic Study Addendum #7 – Triton Engineering

Refinement 17.2 Update

The following table below is a summary of the category specific totals:

Building area by Use	2009 Refinement (Square feet)	17.2 Refinement (Square feet)	Difference (Square feet)
Residential (net):	393,911	393,466	-445
Commons space & circulation (gross)	145,655	137,069	-8,586
Allotted Commercial (MPD UE's, gross)	18,863	18,560	-303
Support Commercial (gross)	33,412	21,339	-12,073
Meeting Space (gross)	16,127	16,214	+87
Accessory Space (gross)	70,372	61,203	-9,169
Parking (gross)	3,661	3,188	-473
Subtotal	**682,001**	**651,039**	**-30,962**
Basement areas:			
Parking (gross)	241,402	241,171	-231
Common Space & Circulation (gross)	27,555	18,431	-9,124
Accessory Space (gross)	65,929	38,089	-27,840
Subtotal	**334,886**	**297,691**	**-37,195**
Grand Total	**1,016,887**	**948,730**	**-68,157**

As shown on this table above, the above grade square footage decreased by 30,962 square feet and the below grade (basement area) square footage decreased by 37,195 square feet. Refinement 17.2 is not a substantial change or deviation of the 2009 plans as the applicant has clearly labeled it as a refinement, not a change or an amendment. In reviewing the plans, specifically the difference in square footage Staff does not find a significant departure to the 2009 plan or that it is in direct response to the Planning Commission items.

Discussion Requested: Does the Planning Commission agree with Staff in that the refinements identified as 17.2 are not in direct response specific to comments made by the Planning Commission?

Planning Commission Outstanding Items:
As had been stated many times by both the Applicant and staff, this CUP is undoubtedly the most unique project review ever undertaken by the City and an applicant. While on its face, the tens of meetings represent a test of endurance by the Applicant, the City and the public. However, the complexity and amount of information reviewed, combined often with long breaks (caused by a variety of reasons including the applicant, city scheduling, mutual agreement, or third party consultant performance), has made traditional exchange of direct feedback and applicant response difficult at best. The mutually agreed upon Planning Commission meeting recess that covered approximately five years while both sides in good faith attempted to negotiate another outcome alone was unprecedented.

During this entire time, the applicant's record keeping and public information site on the internet deserve much credit for enabling the progress of review to be cataloged and revisited as the Planning Commission has started, paused and renewed review. However, as even this past year of intense scheduling and follow up has shown, often areas are reviewed briefly and singularly without response and moved on from. While staff was hopeful that the applicant's recent new submittal would address a myriad of previously raised concerns and mitigation items, it does not.

So, staff has compiled a chronological list of review items that it is in the course of discussing with the applicant's team. The question for Planning Commission is – do you want to review such items in chronological order or broken into specific analysis as they each apply to the CUP criteria or MPD affirmative requirements? Staff recommends the latter so as to flow more closely with potential findings/conclusions to expedite the Planning Commission's final decision on the CUP. Staff will be discussion these matters with the applicant's team between the packet publication and the Planning Commission meeting in an attempt to jointly propose agrees of agreement and a potential final review schedule.

Discussion Requested: Staff requests that the Planning Commission provide direction regarding preference of review of the remaining significant issues/prior Planning Commission analysis.

Notice
The property was posted and notice was mailed to property owners within 300 feet on May 11, 2016 for the initial meeting held on June 8, 2106. Legal notice was published in the Park Record according to requirements of the Land Management Code prior to every meeting.

Public Input
Public input has been received by the time of this report. See the following hyperlink: Link A - Public Comments with public input received as of April 2016. All public comments are forwarded to the Planning Commission via the staff report link above and kept on file at the Planning Office. Planning staff will not typically respond directly to the public comments, but may choose to address substantive review issues in subsequent

staff reports. There are four (4) methods for public input to the Planning Commission:

- Attending the Planning Commission meetings and giving comments in the public hearing portion of the meeting
- Preparing comments in an e-mail to treasure.comments@parkcity.org
- Visiting the Planning office and filling out a Treasure CUP project Comment Card
- Preparing a letter and mailing/delivering it to the Planning Office

Summary Recommendations

Staff recommends that the Planning Commission review the Treasure Conditional Use Permit (CUP). Staff recommends that the Planning Commission conduct a public hearing and continue the item to the October 11, 2017 Planning Commission meeting.

Exhibits (printed)

Exhibit A – Refinement 17.2 Plans compared to 2009 Plans (Link X)
Exhibit B – MPE Position Paper September 8, 2017

Hyperlinks

Link A - Public Comments
Link B - Approved Sweeney Properties Master Plan (Narrative)
Link C - Approved MPD Plans
Link D - Proposed Plans – Visualization Drawings1

Sheet BP-01 The Big Picture
Sheet V-1 Illustrative Plan
Sheet V-2 Illustrative Pool Plaza Plan
Sheet V-3 Upper Area 5 Pathways
Sheet V-4 Plaza and Street Entry Plan
Sheet V-5 Building 4b Cliffscape Area
Sheet V-6 Exterior Circulation Plan
Sheet V-7 Parking and Emergency Vehicular Access
Sheet V-8 Internal Emergency Access Plan
Sheet V-9 Internal Service Circulation
Sheet V-10 Site Amenities Plan
Sheet V-11 Usable Open Space with Development Parcels
Sheet V-12 Separation-Fencing, Screening & Landscaping
Sheet V-13 Noise Mitigation Diagrams
Sheet V-14 Signage & Lighting
Sheet V-15 Contextual Site Sections - Sheet 1
Sheet V-16 Contextual Site Sections - Sheet 2

Link E - Proposed Plans – Visualization Drawings2

Sheet V-17 Cliffscapes
Sheet V-18 Retaining Systems
Sheet V-19 Selected Views of 3D Model - 1
Sheet V-20 Selected Views of 3D Model – 2
Sheet V-21 Viewpoints Index

Sheet V-22 Camera Viewpoints 1 & 2
Sheet V-23 Camera Viewpoints 3 & 4
Sheet V-24 Camera Viewpoints 5 & 6
Sheet V-25 Camera Viewpoints 7 & 8
Sheet V-26 Camera Viewpoints 9 & 10
Sheet V-27 Camera Viewpoint 11
Sheet V-28 Illustrative Plan – Setback

Link F - Proposed Plans – Architectural/Engineering Drawings 1a

Sheet VM-1 Vicinity & Proposed Ski Run Map
Sheet EC.1 Existing Conditions
Sheet SP.1 Site & Circulation Plan Sheet
Sheet GP.1 Grading Plan
Sheet HL.1 Height Limits Plan
Sheet HL.2 Roof Heights Relative to Existing Grade
Sheet FD.1 Fire Department Access Plan

Link G - Proposed Plans – Architectural/Engineering Drawings 1b

Sheet P.1 Level 1 Use Plan
Sheet P.2 Level 2 Use Plan
Sheet P.3 Level 3 Use Plan
Sheet P.4 Level 4 Use Plan
Sheet P.5 Level 5 Use Plan
Sheet P.6 Level 6 Use Plan
Sheet P.7 Level 7 Use Plan
Sheet P.8 Level 8 Use Plan
Sheet P.9 Level 9 Use Plan
Sheet P.10 Level 10 Use Plan
Sheet P.11 Level 11 Use Plan
Sheet P.12 Level 12 Use Plan
Sheet P.13 Level 13 Use Plan
Sheet P.14 Level 14 Use Plan
Sheet P.15 Level 15 Use Plan
Sheet P.16 Area, Unit Equivalent & Parking Calculations

Link H – Proposed Plans – Architectural/Engineering Drawings 2

Sheet E.1AC2.1 Buildings 1A, 1C& 2 Exterior Elevations
Sheet E.1B.1 Building 1B Exterior Elevations
Sheet E.3A.1 Building & Parking Garage Exterior Elevations
Sheet E.3BC.1 Building 3BC Exterior Elevations
Sheet E.3BC.2 Building 3BC Exterior Elevations
Sheet E.3BC.3 Building 3BC Exterior Elevations
Sheet E.4A.1 Building 4A Exterior Elevations
Sheet E.4A.2 Building 4A Exterior Elevations
Sheet E.4B.1 Building 4B Exterior Elevations
Sheet E.4B.2 Building 4B Exterior Elevations
Sheet E.4B.3 Building 4B Exterior Elevations
Sheet E.4B.4 Building 4B Exterior Elevations
Sheet E.5A.1 Building 5A Exterior Elevations

Sheet E.5B.1	Building 5B Exterior Elevations
Sheet E.5C.1	Building 5C Exterior Elevations
Sheet E.5C.2	Building 5C Exterior Elevations
Sheet E.5D.1	Building 5D Exterior Elevations
Sheet S.1	Cross Section
Sheet S.2	Cross Section
Sheet S.3	Cross Section
Sheet S.4	Cross Section
Sheet S.5	Cross Section
Sheet S.6	Cross Section
Sheet S.7	Cross Section
Sheet S.8	Cross Section
Sheet S.9	Cross Section
Sheet UP.1	Concept Utility Plan

Link I – Applicant's Written & Pictorial Explanation
Link J – Fire Protection Plan (Appendix A-2)
Link K – Utility Capacity Letters (Appendix A-4)
Link L – Soils Capacity Letters (Appendix A-5)
Link M – Mine Waste Mitigation Plan (Appendix (A-6)
Link N – Employee Housing Contribution (Appendix A-7)
Link O – Proposed Finish Materials (Appendix A-9)
Link P – Economic Impact Analysis (Appendix A-10)
Link Q – Signage & Lighting (appendix A-13)
Link R – LEED (Appendix A-14)
Link S – Worklist (Appendix A-15)
Link T – Excavation Management Plan (Appendix A-16)
Link U – Project Mitigators (Appendix A-18)
Link V – Outside The Box (Appendix A-20)

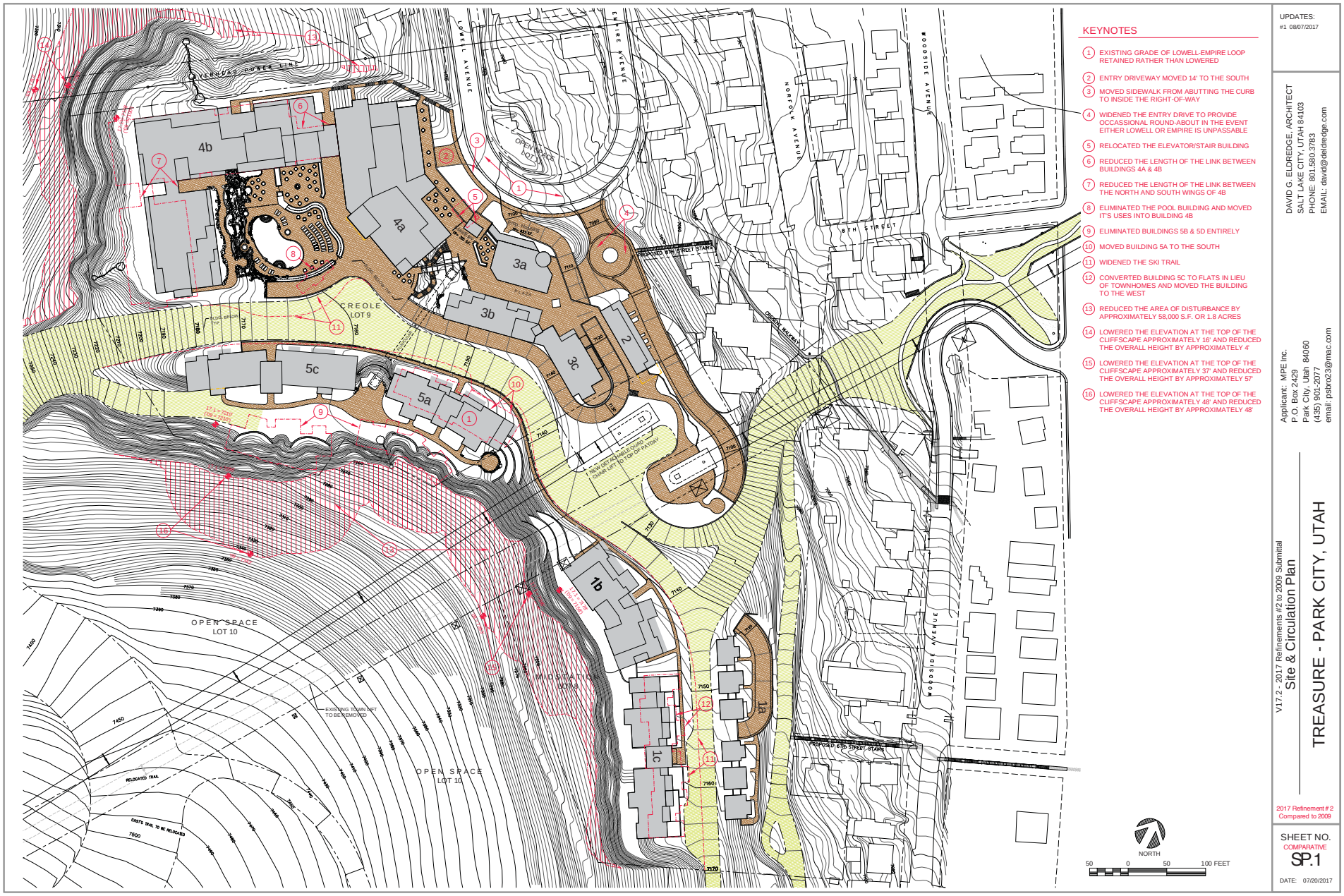
*****Updated Exhibits*** Refinement 17.2**
Link W – Refinement 17.2 Plans received 2017.08.10
Link X – Refinement 17.2 Plans compared to 2009 Plans received 2017.08.14
Link Y – Written & Pictorial Explanation (Updated) received 2017.08.14
Link Z – Refinement 17.2 Signature Stills Renderings received 2017.09.01
Link AA – Refinement 17.2 View Points Renderings received 2017.09.01
Link BB – Refinement 17.2 Animation Model received 2017.09.01

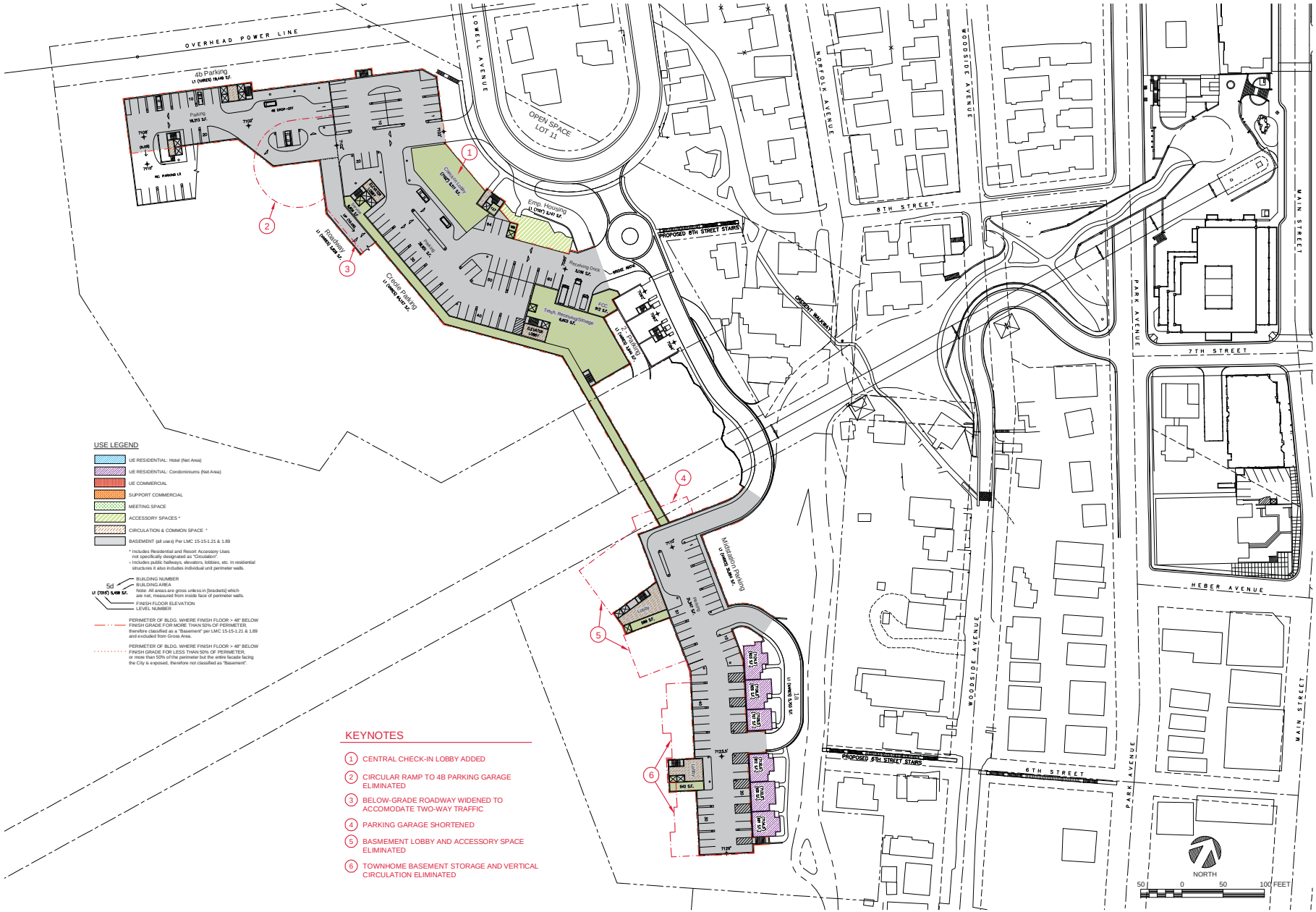
Additional Hyperlinks
2009.04.22 Jody Burnett MPD Vesting Letter
Staff Reports and Minutes 2017
Staff Reports and Minutes 2016
Staff Reports and Minutes 2009-2010
Staff Reports and Minutes 2006
Staff Reports and Minutes 2005
Staff Reports and Minutes 2004
2004 LMC 50th Edition

1997 General Plan
1986.10.16 City Council Minutes
1985.12.18 Planning Commission Minutes
1986 Comprehensive Plan
1985 Minutes
1985 LMC 3rd Edition
1983 Park City Historic District Design Guidelines
Parking, Traffic Reports and Documents
MPD Amendments:

- October 14, 1987 - Woodside (ski) Trail
- December 30, 1992 - Town Lift Base
- November 7, 1996 – Town Bridge

Exhibit A – Refinement 17.2 Plans compared to 2009 Plans





USE LEGEND

- UE RESIDENTIAL: Hotel (Net Area)
- UE RESIDENTIAL: Condominiums (Net Area)
- UE COMMERCIAL
- SUPPORT COMMERCIAL
- MEETING SPACE
- ACCESSORY SPACES *
- CIRCULATION & COMMON SPACE +
- BASEMENT (all use-s) Per LMC 15-15-1.21 & 1.89

* Includes Residential and Resort Accessory Uses not specifically designated as "Circulation".
\+ Includes public hallways, elevators, lobbies, etc. In residential structures it also includes individual unit perimeter walls.

5d — BUILDING NUMBER
LI (TYP) 5,400 S.F. — BUILDING AREA
Note: All areas are gross unless in [brackets] which are net, measured from inside face of perimeter walls.
FINISH FLOOR ELEVATION
LEVEL NUMBER

PERIMETER OF BLDG. WHERE FINISH FLOOR > 48" BELOW FINISH GRADE FOR MORE THAN 50% OF PERIMETER, therefore classified as a "Basement" per LMC 15-15-1.21 & 1.89 and excluded from Gross Area.

PERIMETER OF BLDG. WHERE FINISH FLOOR > 48" BELOW FINISH GRADE FOR LESS THAN 50% OF PERIMETER, or more than 50% of the perimeter but the entire facade facing the City is exposed, therefore not classified as "Basement".

KEYNOTES

1. CENTRAL CHECK-IN LOBBY ADDED
2. CIRCULAR RAMP TO 4B PARKING GARAGE ELIMINATED
3. BELOW-GRADE ROADWAY WIDENED TO ACCOMODATE TWO-WAY TRAFFIC
4. PARKING GARAGE SHORTENED
5. BASMEMENT LOBBY AND ACCESSORY SPACE ELIMINATED
6. TOWNHOME BASEMENT STORAGE AND VERTICAL CIRCULATION ELIMINATED

UPDATES:
#1 08/07/2017

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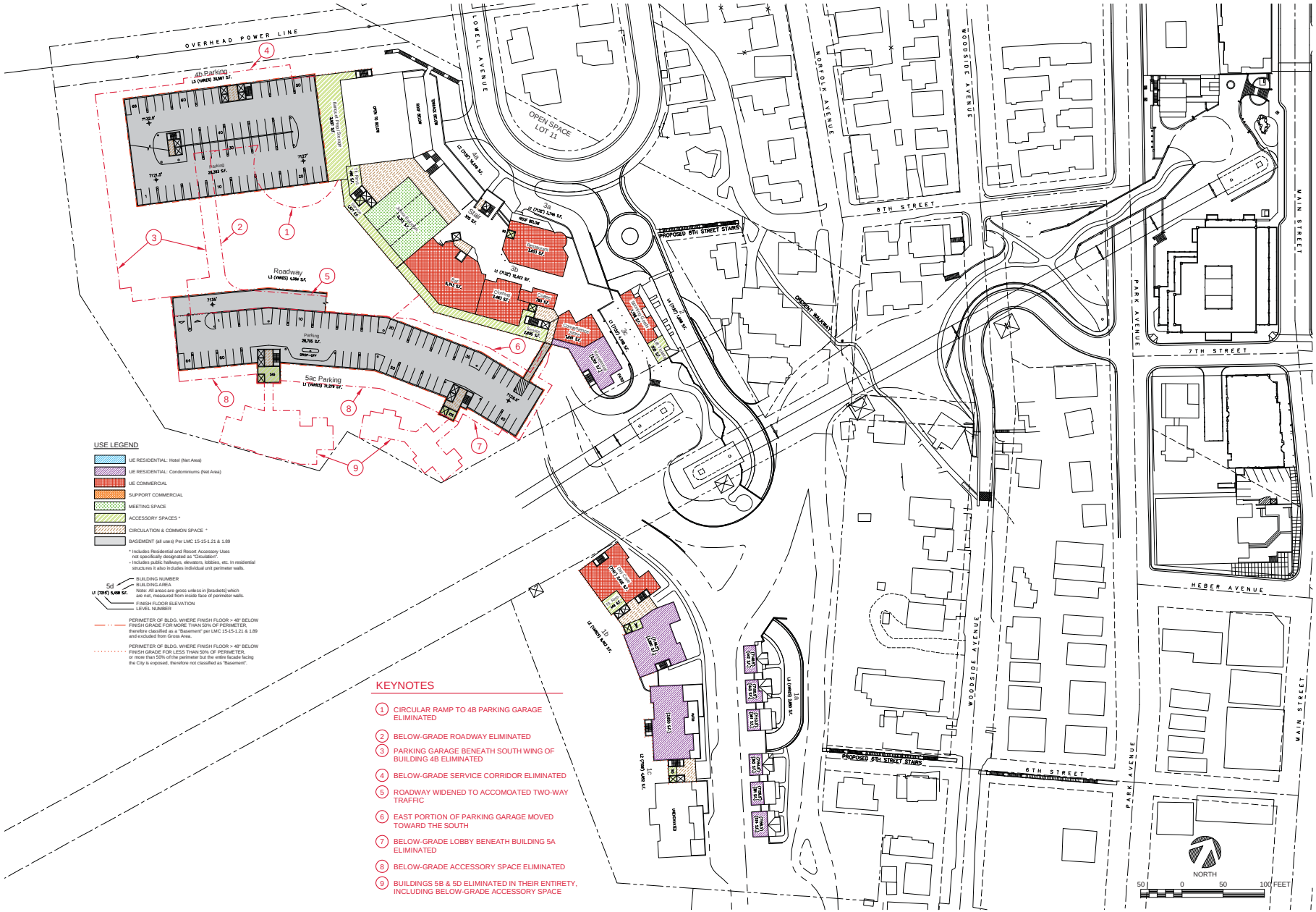
V17.2 - 2017 Refinements #2 to 2009 Submittal
Level 1 Use Plan

TREASURE - PARK CITY, UTAH

2017 Refinement # 2
Compared to 2009

SHEET NO.
COMPARATIVE
P.1

DATE: 07/20/2017



USE LEGEND

- UE RESIDENTIAL: Hotel (Net Area)
- UE RESIDENTIAL: Condominiums (Net Area)
- UE COMMERCIAL
- SUPPORT COMMERCIAL
- MEETING SPACE
- ACCESSORY SPACES *
- CIRCULATION & COMMON SPACE +
- BASEMENT (all use's) Per LMC 15-15-1.21 & 1.89

* Includes Residential and Resort Accessory Uses not specifically designated as "Circulation".
\+ Includes public hallways, elevators, lobbies, etc. In residential structures it also includes individual unit perimeter walls.

5d — BUILDING NUMBER
L1 (TYP) 5,408 S.F. — BUILDING AREA
Note: All areas are gross unless in [brackets] which are net, measured from inside face of perimeter walls.
FINISH FLOOR ELEVATION
LEVEL NUMBER

PERIMETER OF BLDG. WHERE FINISH FLOOR > 48" BELOW FINISH GRADE FOR MORE THAN 50% OF PERIMETER, therefore classified as a "Basement" per LMC 15-15-1.21 & 1.89 and excluded from Gross Area.

PERIMETER OF BLDG. WHERE FINISH FLOOR > 48" BELOW FINISH GRADE FOR LESS THAN 50% OF PERIMETER, or more than 50% of the perimeter but the entire facade facing the City is exposed, therefore not classified as "Basement".

KEYNOTES

1. CIRCULAR RAMP TO 4B PARKING GARAGE ELIMINATED
2. BELOW-GRADE ROADWAY ELIMINATED
3. PARKING GARAGE BENEATH SOUTH WING OF BUILDING 4B ELIMINATED
4. BELOW-GRADE SERVICE CORRIDOR ELIMINATED
5. ROADWAY WIDENED TO ACCOMOATED TWO-WAY TRAFFIC
6. EAST PORTION OF PARKING GARAGE MOVED TOWARD THE SOUTH
7. BELOW-GRADE LOBBY BENEATH BUILDING 5A ELIMINATED
8. BELOW-GRADE ACCESSORY SPACE ELIMINATED
9. BUILDINGS 5B & 5D ELIMINATED IN THEIR ENTIRETY, INCLUDING BELOW-GRADE ACCESSORY SPACE

UPDATES:
#1 08/07/2017

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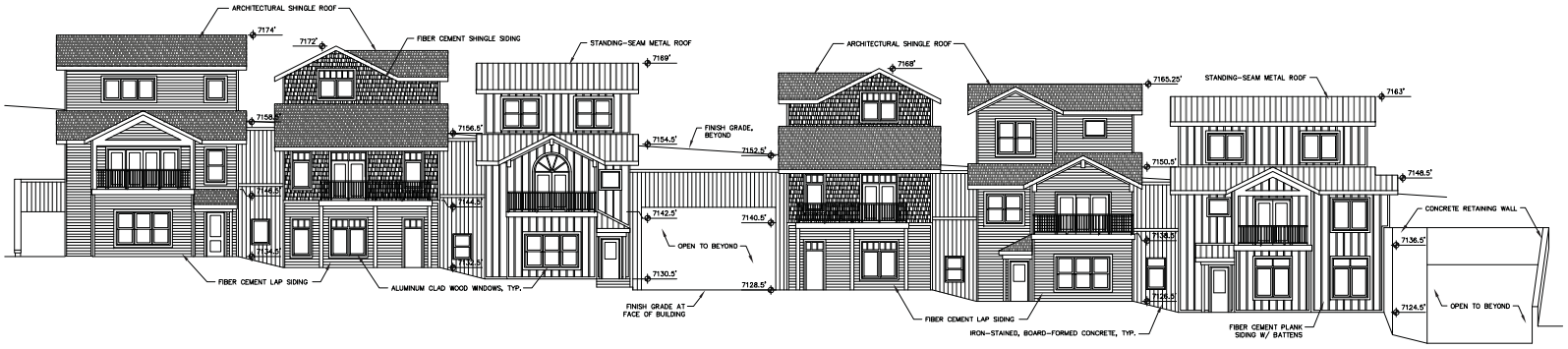
V17.2 - 2017 Refinements #2 to 2009 Submittal
Level 3 Use Plan

TREASURE - PARK CITY, UTAH

2017 Refinement # 2
Compared to 2009

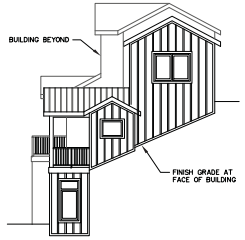
SHEET NO.
COMPARATIVE
P.3

DATE: 07/20/2017

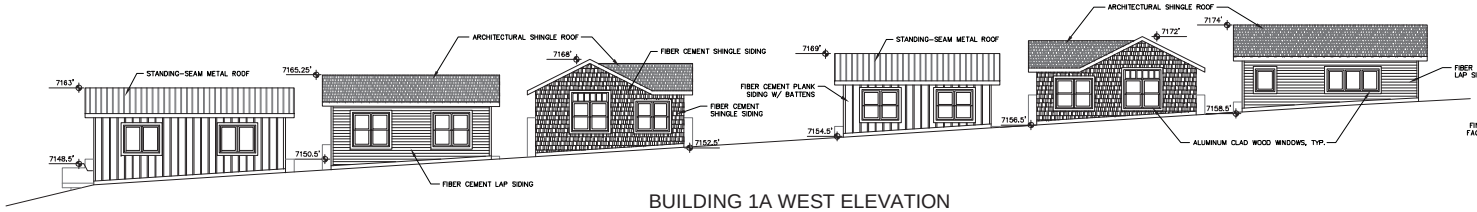


BUILDING 1A EAST ELEVATION

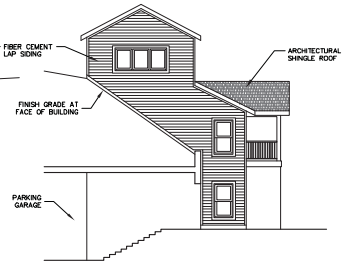
NO CHANGE



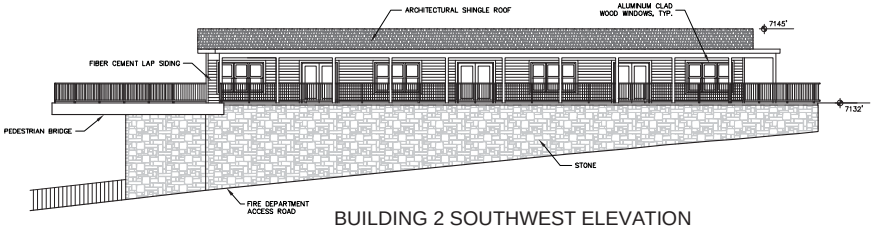
BUILDING 1A
NORTH ELEVATION



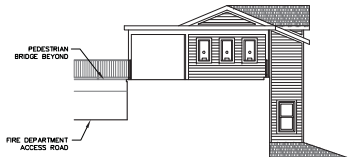
BUILDING 1A WEST ELEVATION



BUILDING 1A
SOUTH ELEVATION

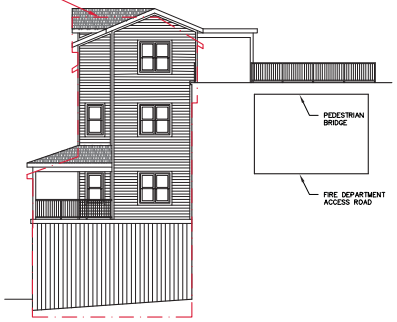


BUILDING 2 SOUTHWEST ELEVATION



BUILDING 2
SOUTHEAST ELEVATION

BUILDING 2 NORTHEAST ELEVATION



BUILDING 2
NORTHWEST ELEVATION

10 0 10 20 FEET

UPDATES:
#1 08/07/2017

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V17.2 - 2017 Refinements #2 to 2009 Submittal
Buildings 1A & 2 Exterior Elevations

TREASURE - PARK CITY, UTAH

2017 Refinement # 2
Compared to 2009

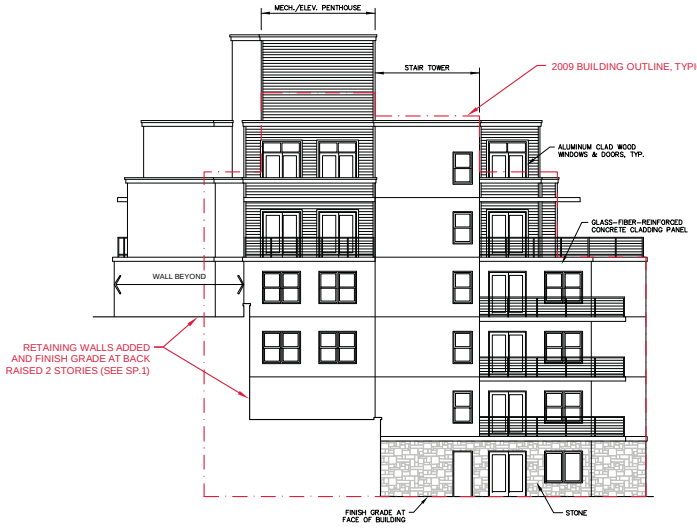
SHEET NO.
COMPARATIVE
E1A2.1

DATE: 07/20/2017

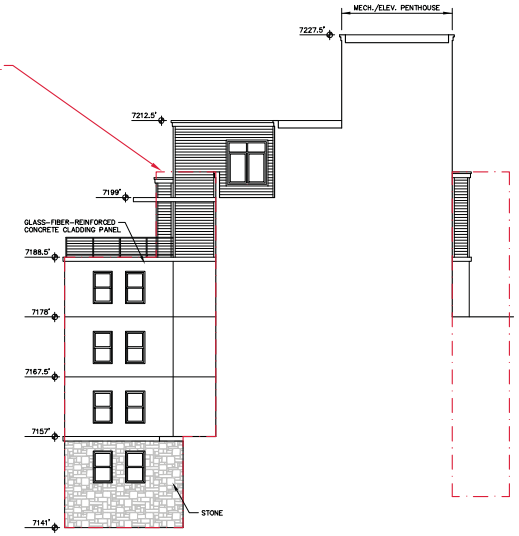
NORTHEAST ELEVATION - SOUTH WING

NORTHEAST ELEVATION - NORTH WING

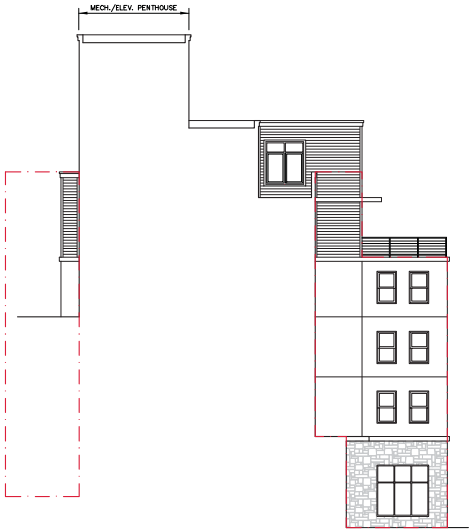
NORTHWEST ELEVATION



SOUTHEAST ELEVATION



NORTHWEST ELEVATION @ ENTRY



SOUTHEAST ELEVATION @ ENTRY

10 0 10 20 FEET

UPDATES:
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V17.2 - 2017 Refinements #2 to 2009 Submittal
Building 1B Exterior Elevations

TREASURE - PARK CITY, UTAH

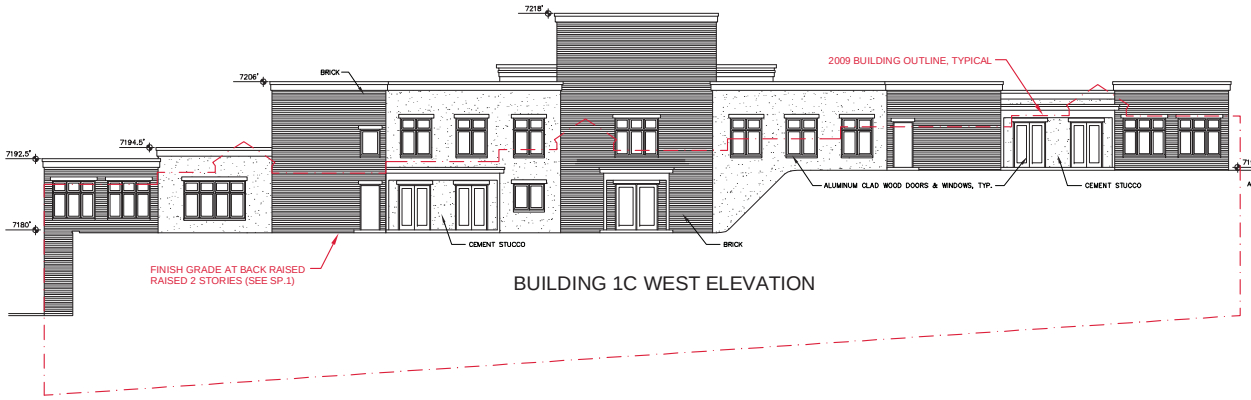
2017 Refinement # 2
Compared to 2009

SHEET NO.
COMPARATIVE
E1B.1

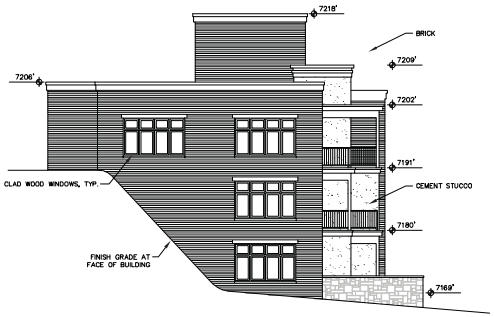
DATE: 07/20/2017

BUILDING 1C EAST ELEVATION

BUILDING 1C NORTH ELEVATION



BUILDING 1C WEST ELEVATION



BUILDING 1C SOUTH ELEVATION

10 0 10 20 FEET

UPDATES:
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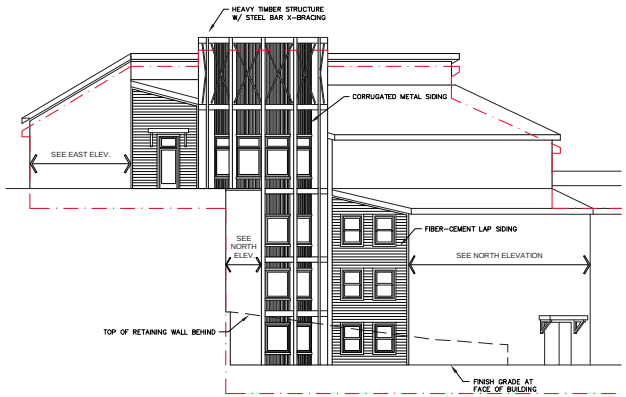
V17.2 - 2017 Refinements #2 to 2009 Submittal
Building 1C Exterior Elevations

TREASURE - PARK CITY, UTAH

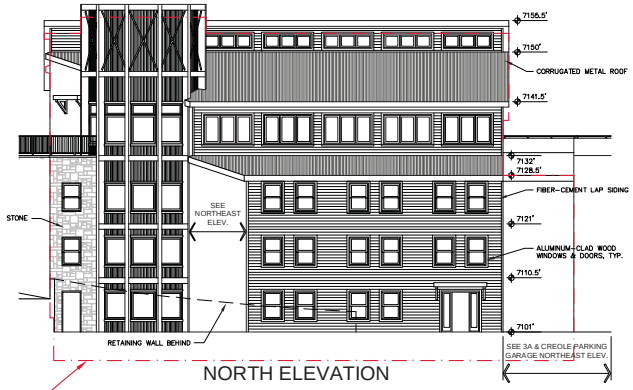
2017 Refinement # 2
Compared to 2009

SHEET NO.
COMPARATIVE
E1C.1

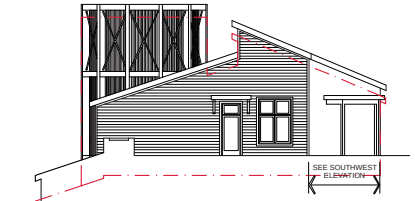
DATE: 07/20/2017



NORTHEAST ELEVATION

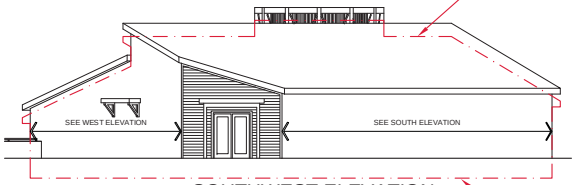


NORTH ELEVATION

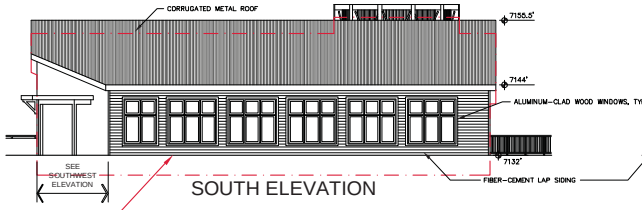


WEST ELEVATION

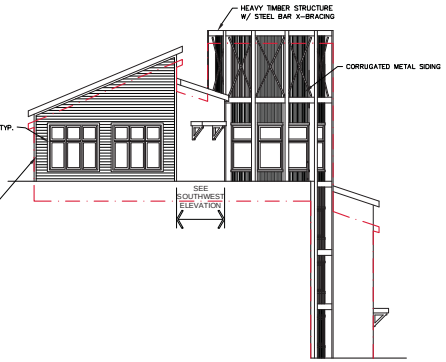
2009 BUILDING OUTLINE, TYPICAL



SOUTHWEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION

BUILDING ELEVATION RAISED TO ACCOMODATE EXISTING GRADE AT LOWELL-EMPIRE LOOP (SEE SP.1)

10 0 10 20 FEET

UPDATES:
#1 08/07/2017

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V17.2 - 2017 Refinements #2 to 2009 Submittal

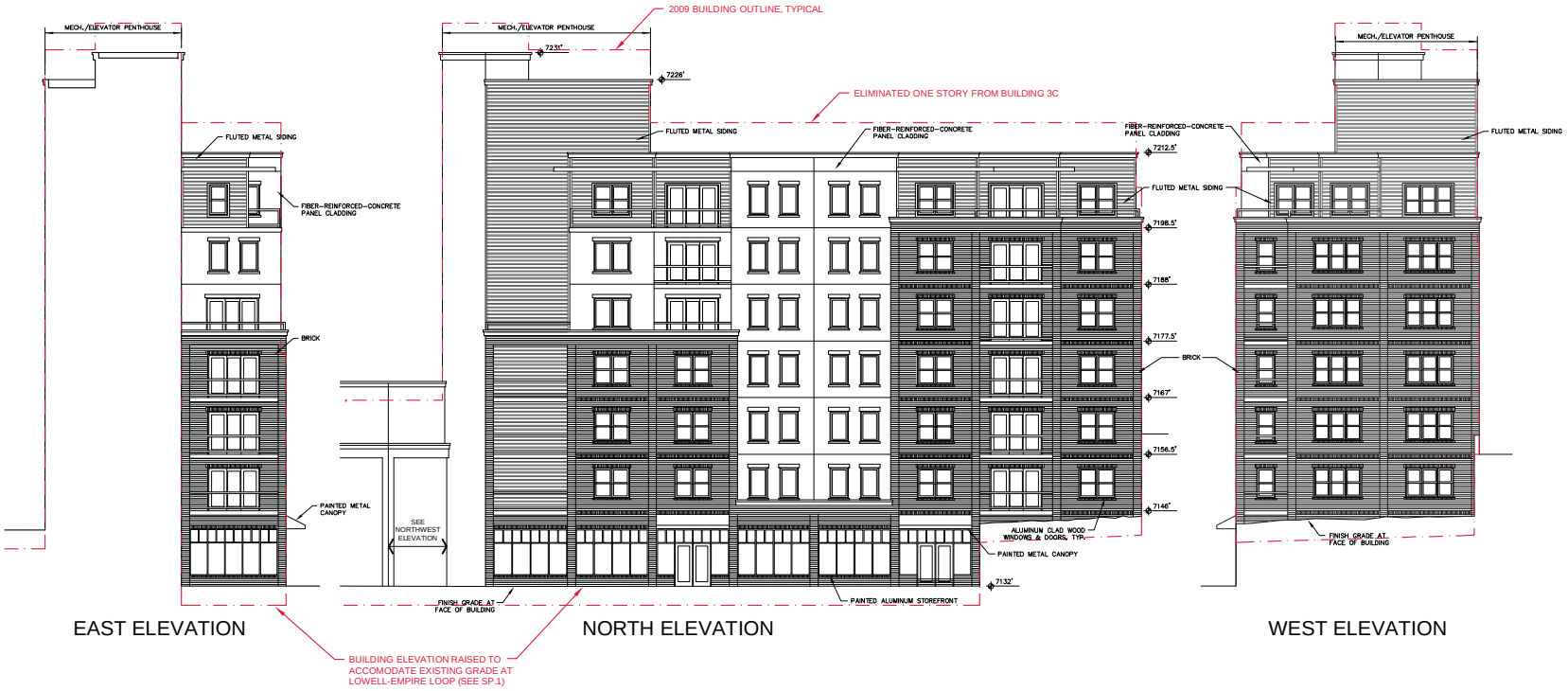
Building 3A & Creole Parking Garage Exterior Elevations

TREASURE - PARK CITY, UTAH

2017 Refinement # 2
Compared to 2009

SHEET NO.
COMPARATIVE
E3A1

DATE: 07/20/2017



UPDATES:
#1 08/07/2017

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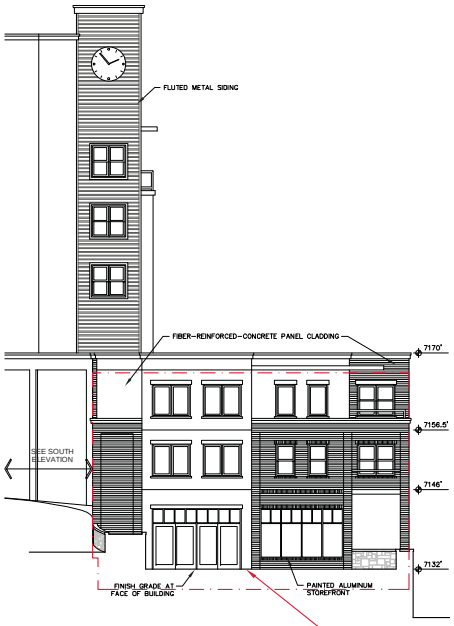
V17.2 - 2017 Refinements #2 to 2009 Submittal
Building 3BC Exterior Elevations

TREASURE - PARK CITY, UTAH

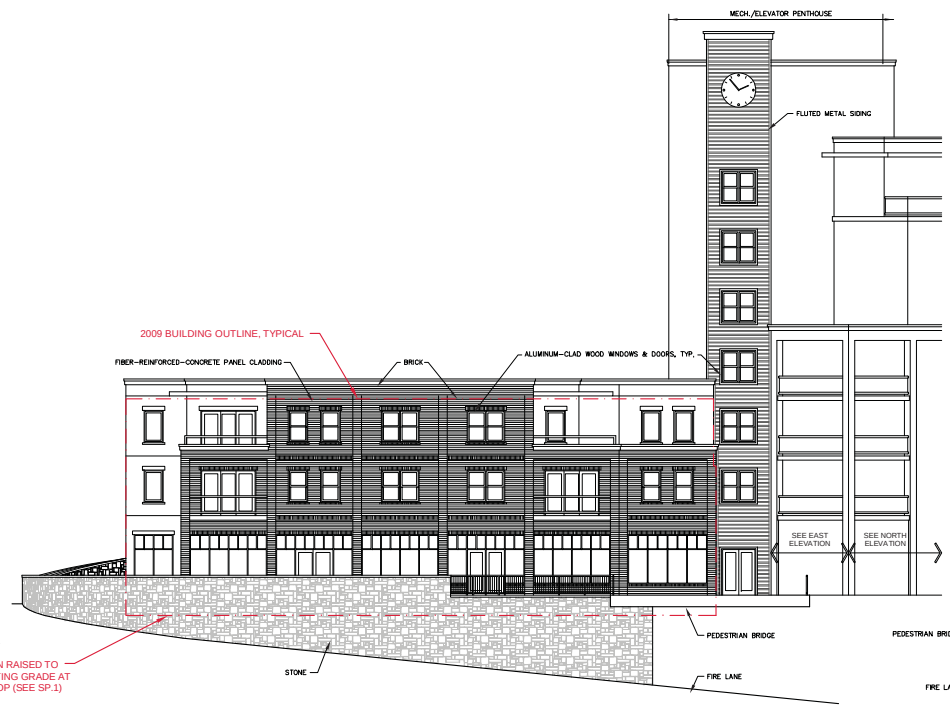
2017 Refinement # 2
Compared to 2009

SHEET NO.
COMPARATIVE
E3BC.1

DATE: 07/20/2017



SOUTHEAST ELEVATION



NORTHEAST ELEVATION

NORTHWEST ELEVATION

10 0 10 20 FEET

UPDATES:
#1 08/07/2017

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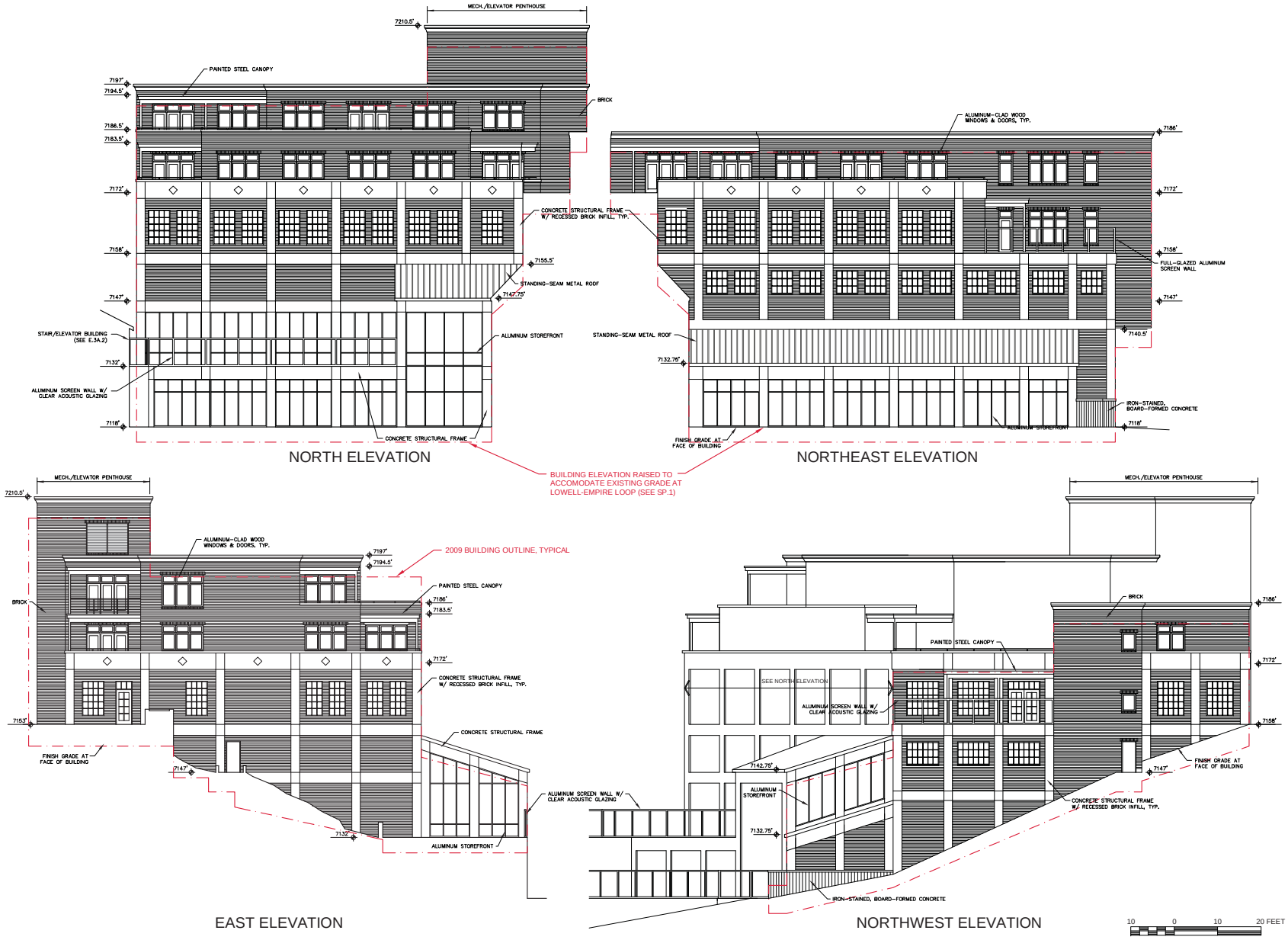
V17.2 - 2017 Refinements #2 to 2009 Submittal
Building 3BC Exterior Elevations

TREASURE - PARK CITY, UTAH

2017 Refinement # 2
Compared to 2009

SHEET NO.
COMPARATIVE
E3BC.2

DATE: 07/20/2017



UPDATES:
#1 08/07/2017

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V17.2 - 2017 Refinements #2 to 2009 Submittal

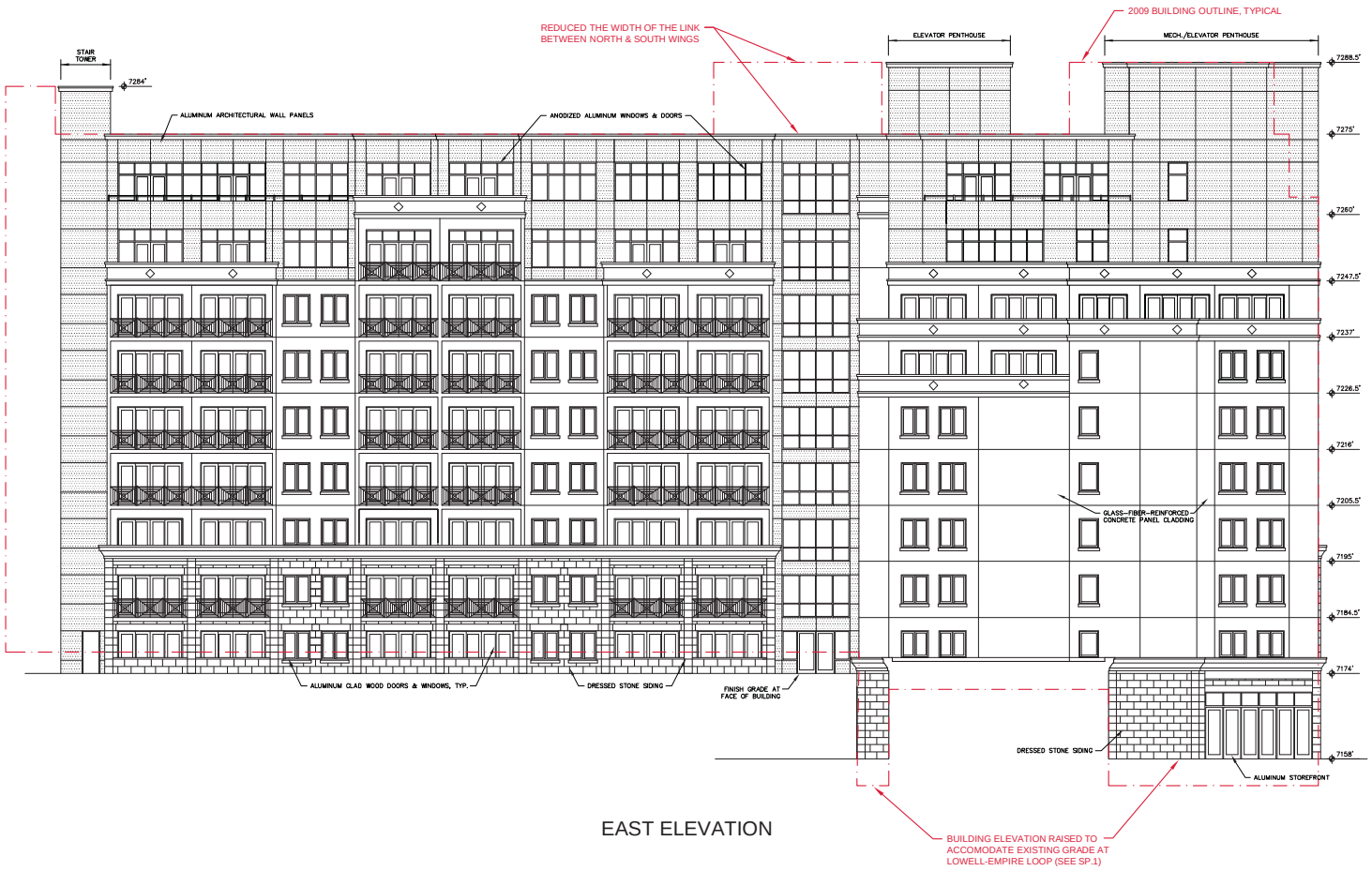
Building 4A Exterior Elevations

TREASURE - PARK CITY, UTAH

2017 Refinement # 2
Compared to 2009

SHEET NO.
COMPARATIVE
E4A1

DATE: 07/20/2017



EAST ELEVATION

10 0 10 20 FEET

UPDATES:
#1 08/07/2017

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V17.2 - 2017 Refinements #2 to 2009 Submittal

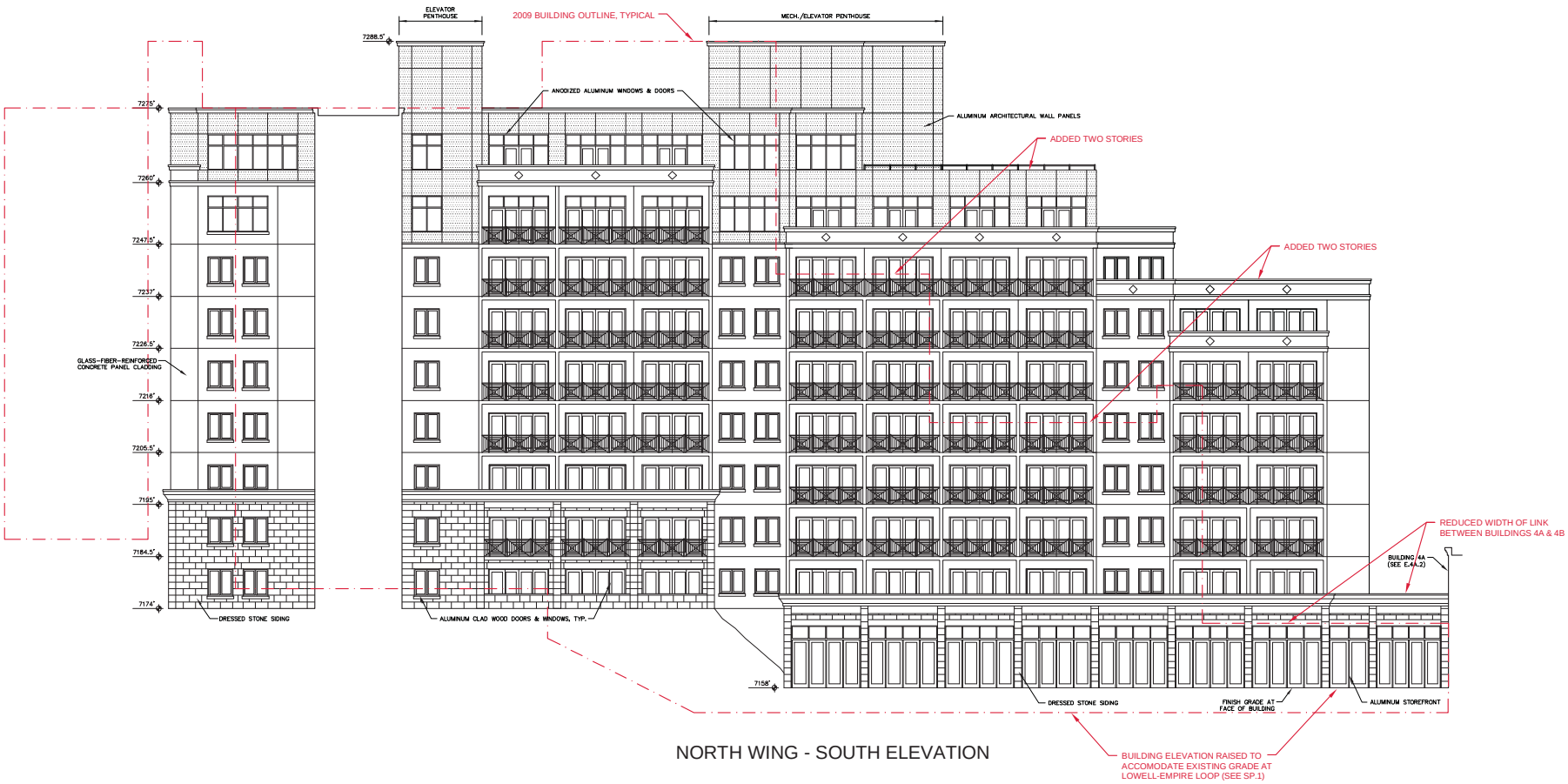
Building 4B Exterior Elevations

TREASURE - PARK CITY, UTAH

2017 Refinement # 2
Compared to 2009

SHEET NO.
COMPARATIVE
E4B.1

DATE: 07/20/2017



NORTH WING - SOUTH ELEVATION

UPDATES:
#1 08/07/2017

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V17.2 - 2017 Refinements #2 to 2009 Submittal

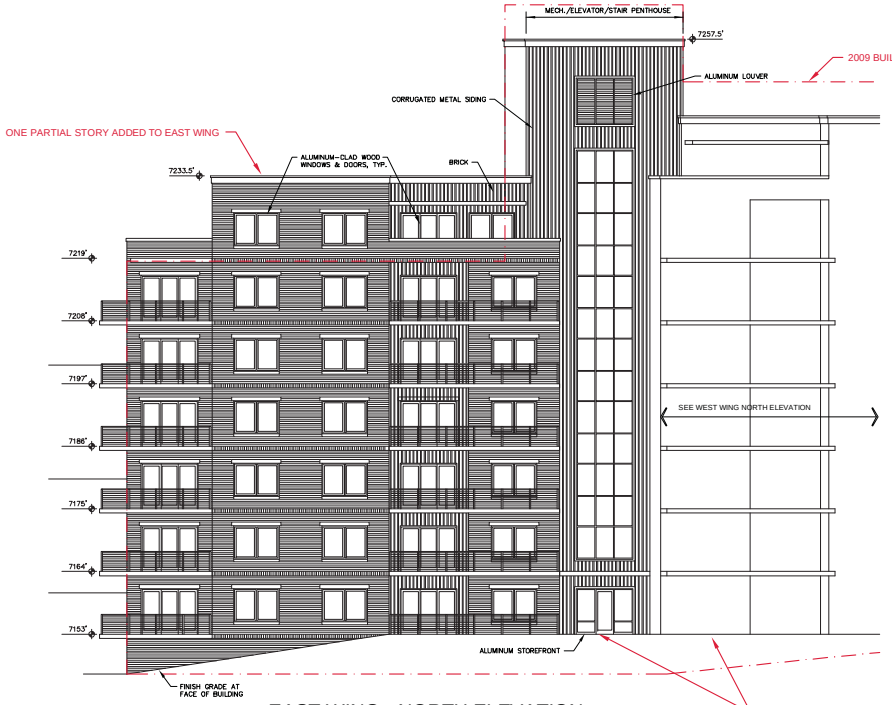
Building 4B Exterior Elevations

TREASURE - PARK CITY, UTAH

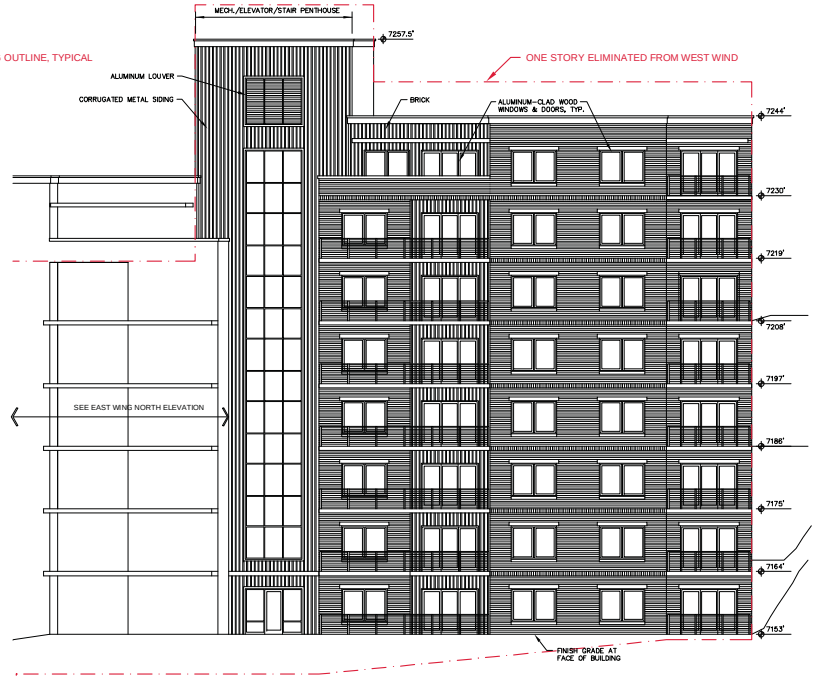
2017 Refinement # 2
Compared to 2009

SHEET NO.
COMPARATIVE
E4B.2

DATE: 07/20/2017



EAST WING - NORTH ELEVATION



WEST WING - NORTH ELEVATION

OFFSET FLOOR ELEVATIONS BETWEEN EAST & WEST WINGS ELIMINATED AND FINISH GRADE AT FACE OF BUILDNG RAISED

10 0 10 20 FEET

UPDATES:
#1 08/07/2017

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V17.2 - 2017 Refinements #2 to 2009 Submittal

Building 5A Exterior Elevations

TREASURE - PARK CITY, UTAH

2017 Refinement # 2
Compared to 2009

SHEET NO.
COMPARATIVE
E5A1

DATE: 07/20/2017

EAST WING - NORTH ELEVATION

WEST WING - NORTH ELEVATION

10 0 10 20 FEET

UPDATES:

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V17.1 - 2017 Refinements #1 to 2009 Submittal

Building 5C Exterior Elevations

TREASURE - PARK CITY, UTAH

2017 Refinement # 2
Compared to 2009

SHEET NO.
COMPARATIVE
E5C.1

DATE: 06/28/2008

TREASURE - PARK CITY
BUILDING AREA BY USE COMPARISIONS

August 9, 2017

Version	SITE	SUBMITTAL	UE RES.	ACCESSORY SPACE			CIRC. & COMMON SPACE			PARKING			UE COMM.	SUPPORT COMM.	MEETING SPACE	GRAND TOTAL
				ABOVE GRADE	BELOW GRADE	TOTAL	ABOVE GRADE	BELOW GRADE	TOTAL	ABOVE GRADE	BELOW GRADE	TOTAL				
V17.1 Compared to 2009	MIDSTATION SITE	**'09**	66,511	1,220	10,063	11,283	15,383	6,104	21,487	0	34,792	34,792	0	0	0	134,073
		V17.1	70,986	2,312	10,180	12,492	11,870	5,987	17,857	0	34,792	34,792	3,430	0	0	139,557
		Difference	4,475	1,092	117	1,209	(3,513)	(117)	(3,630)	0	0	0	3,430	0	0	5,484
	CREOLE SITE	**'09**	327,400	69,152	55,866	125,018	130,272	21,451	151,723	3,661	206,610	210,271	18,863	33,412	16,127	882,814
		V17.1	322,040	69,329	55,925	125,254	129,186	21,462	150,648	3,661	206,370	210,031	15,004	26,726	16,127	865,830
		Difference	(5,360)	177	59	236	(1,086)	11	(1,075)	0	(240)	(240)	(3,859)	(6,686)	0	(16,984)
	PROJECT TOTAL	**'09**	393,911	70,372	65,929	136,301	145,655	27,555	173,210	3,661	241,402	245,063	18,863	33,412	16,127	1,016,887
		V17.1	393,026	71,641	66,105	137,746	141,056	27,449	168,505	3,661	241,162	244,823	18,434	26,726	16,127	1,005,387
		Difference	(885)			1,445			(4,705)			(240)	(429)	(6,686)	0	(11,500)
		% Difference	-0.2%			1.1%			-2.7%			-0.1%	-2.3%	-20.0%	0.0%	-1.1%
V17.2 Compared to 2009	MIDSTATION SITE	**'09**	66,511	1,220	10,063	11,283	15,383	6,104	21,487	0	34,792	34,792	0	0	0	134,073
		V17.2	70,498	2,463	4,441	6,904	15,408	3,965	19,373	0	31,347	31,347	3,432	0	0	131,554
		Difference	3,987	1,243	(5,622)	(4,379)	25	(2,139)	(2,114)	0	(3,445)	(3,445)	3,432	0	0	(2,519)
	CREOLE SITE	**'09**	327,400	69,152	55,866	125,018	130,272	21,451	151,723	3,661	206,610	210,271	18,863	33,412	16,127	882,814
		V17.2	322,968	58,740	33,648	92,388	121,661	14,466	136,127	3,188	209,824	213,012	15,128	21,339	16,214	817,176
		Difference	(4,432)	(10,412)	(22,218)	(32,630)	(8,611)	(6,985)	(15,596)	(473)	3,214	2,741	(3,735)	(12,073)	87	(65,638)
	PROJECT TOTAL	**'09**	393,911	70,372	65,929	136,301	145,655	27,555	173,210	3,661	241,402	245,063	18,863	33,412	16,127	1,016,887
		V17.2	393,466	61,203	38,089	99,292	137,069	18,431	155,500	3,188	241,171	244,359	18,560	21,339	16,214	948,730
		Difference	(445)			(37,009)			(17,710)			(704)	(303)	(12,073)	87	(68,157)
		% Difference	-0.1%			-27.2%			-10.2%			-0.3%	-1.6%	-36.1%	0.5%	-6.7%

treasure
PARK CITY, UTAH

DATE: September 8, 2017

SUBJECT: Treasure Hill Properties' Compliance with Traffic and Parking Factors

---

1. Background.

The Planning Commission Staff Report dated July 13, 2016, recites the applicable background of the Sweeney Properties Master Plan ("SPMP") and current Conditional Use Permit ("CUP") Application. (*See* p. 1–2.)

This submission addresses several criteria under the Conditional Use Review Process set forth in the applicable 2003 LMC:

2. traffic considerations including capacity of the existing Streets in the Area;

4. emergency vehicle Access;

5. location and amount of off-street parking;

6. internal vehicular and pedestrian circulation system; and

13. control of delivery and service vehicles, loading and unloading zones and screening of trash pickup Areas. (2003 LMC § 15-1-10(E).)

The Applicant has proposed or adopted numerous conditions that will reasonably mitigate any detrimental effects from the project with respect to these criteria. The Applicant has already set forth and described these proposed mitigating conditions in prior submissions to the Planning Commission.

This submission summarizes the most important studies conducted on these issues, highlights a number of these proposed mitigating conditions proposed by the Applicant (but is not an effort to catalog all of them), addresses additional issues that have been raised during the Planning Commission's consideration of these factors and sets forth what the Applicant expects will be its final position related to the above conditions, although the Applicant remains open to considering any reasonable mitigating condition that is not referenced herein.

2. Summary.

Following numerous studies, reports, reviews, and updates regarding traffic-related issues, there is no doubt that while the project will generate traffic—just like every other

residence and enterprise in the City—reasonable mitigation conditions exist to offset any detrimental effects of that traffic.

The City understood when it negotiated the SPMP Approval—and later accepted substantial concessions from the Applicant—that the project would generate traffic. Vehicle trips are not a detrimental effect when the transportation system can absorb the incremental increase. Numerous studies applying generally accepted traffic engineering methods have established again and again that the project's traffic shed can accommodate future traffic in the area, including traffic generated by the project.

Nonetheless, the Applicant has worked in good faith for years, proposing a number of further mitigations, including constructing a sidewalk on the uphill side of Lowell Avenue, giving up the right to park on nearby City streets, providing an emergency turnaround on its property for the public in the event of either Empire Avenue or Lowell Avenue being temporarily blocked, providing a cabriolet/gondola connection to Main Street, improving lift and run access to the Park City Mountain, including the construction of beginner runs, keeping its excess excavation material onsite (or above the site) as opposed to transporting it over City streets, and providing onsite amenities, just to name a few.

While there may be some disagreement about the particular mitigating conditions necessary, the essential and ultimate conclusion—that any effects can be reasonably mitigated—has not been seriously questioned by any traffic professional that has conducted an actual study. Despite objections to certain methodologies and quibbling about particular assumptions, no traffic professional has suggested that the project's traffic-related effects, including during construction, cannot be mitigated through standard, reasonable conditions. Because a conditional use "shall be approved if reasonable conditions" exist to "mitigate the reasonably anticipated detrimental effects," the Application satisfies the CUP criteria identified above and should be approved with reasonable conditions. Utah Code Ann. § 10-9a-507.

Although recently, questions have been raised about "road capacity" and operations, particularly during snowstorms, the City has chosen to narrow Lowell Avenue—the primary route to the project—by three (3) feet during the upcoming planned reconstruction. Although the road width will be less than generally accepted traffic engineering standards, the City decided to narrow Lowell Avenue based on its consultant's conclusion that Lowell Avenue—even three feet narrower—had ample capacity to handle existing and future traffic, including and specifically future traffic from the Treasure project. The City recently accepted $183,000 from the Applicant to satisfy part of the Applicant's obligation to help reconstruct Lowell Avenue to handle future construction traffic. The City's deliberate decision to narrow Lowell Avenue obviously has operational and capacity implications for the City. Any detrimental operational or capacity effects from the City's decision to narrow Lowell Avenue are the City's responsibility. The City and the Applicant will have to work cooperatively to solve any operational and capacity issues that arise from the City's decision to narrow Lowell Avenue and future traffic related to the project, including during snowstorms.

The Application also complies with the SPMP Approval regarding parking and seeks less parking than provided under the applicable 2003 LMC. All parking for the project will be contained in structures onsite as required by the SPMP Approval. Because the Applicant's

proposed parking complies with the applicable standards, there are no detrimental effects to mitigate.

3. Pertinent History.

3.1 1984 Streets Master Plan.

Park City adopted a Streets Master Plan in 1984, just prior to the original SPMP Approval. That report recognized that as a result of the expected "significant residential development" approved in the "area adjacent to the Park City Ski Resort," the "anticipated development will *necessitate considerable improvement to the existing street system*." (1984 Streets Master Plan, p. 2–3.) Thus, even before the SPMP Approval was finalized, the City understood that future development in that area would require a substantial amount of improvement to the existing streets.

Related to street capacity, the 1984 Streets Master Plan's "Inventory of Existing Streets" contained a survey of proposed improvements to existing streets. Pertinent to the issues currently before the Commission, the 1984 Streets Master Plan recommended that Lowell and Empire Avenues be constructed to a 25-foot asphalt width south of Manor Way. (1984 Streets Master Plan, Exhibit A-4.)

3.2 1986 SPMP Approval.

The SPMP Approval addressed a number of issues relating to traffic and parking, particularly issues relating to construction traffic and parking. First, the SPMP Approval recognized that there would be significant construction traffic, specifically, that "during construction these roads will need to carry heavy traffic, probably in the vicinity of up to 300 heavy trucks per day." (SPMP Approval, p. 5.) The SPMP Approval also authorized the Applicant to haul any excess excavation material that could not be placed onsite over City streets. (*Id*. at 6.)

The SPMP Approval also addressed the eventual reconstruction of Lowell Avenue to handle the construction traffic, permitting the Applicant to pay the incremental cost of the additional pavement thickness if the City was reconstructing Lowell Avenue as part of a normal maintenance project. (SPMP Approval, p. 5.)

Notably, the description of the reconstructed Lowell Avenue included a "25-foot asphalt width." (*Id*.) Likewise, the SPMP Approval noted elsewhere that the City expected to improve both Lowell and Empire Avenues "in order to facilitate traffic movement in general." (SPMP Approval, p. 13.)

The SPMP Approval also recognized that it would be necessary for at least some construction employees to drive to the worksite. "To minimize additional construction traffic impacts," the SPMP Approval specifically provided for "on-site material stockpiling/staging and parking. . . during the course of construction." (SPMP Approval, p. 6.)

3.3 Prior phases of Planning Commission review of CUP Application (2004 to 2010).

In the course of Planning Commission hearings since 2004, the Applicant has provided numerous options for the City to consider regarding improvements to Lowell and Empire Avenues to address existing problems like parking, snow removal, pedestrian safety, and emergency and service vehicle access. For the most part, these options were either dismissed, ignored, or rejected, even when the Applicant offered to share in the cost.

As described below, during this period, the City commissioned its own traffic study by Fehr & Peers in July 2005. That study generally corroborated the conclusions of the Applicant's own traffic study. The Fehr & Peers study also placed responsibility for operational conditions on Lowell Avenue, including conditions related to snowstorms, directly at the feet of the City. Indeed, during a Planning Commission meeting on February 28, 2006, the Chair of the Commission, Commissioner Barth, pointedly asked Staff whether the "City could make the commitment suggested in the [Fehr & Peers] traffic study for stepping up snow removal and parking enforcement."

During a hearing before the Planning Commission on December 14, 2005, the Commission discussed the future design of Lowell Avenue with Ryan Hales from Fehr & Peers. Mr. Hales explained the need for a 25-foot road width to accommodate all of the required design elements. The Commission had similar discussions with the Applicant's traffic engineer, Mr. Horton, during a hearing on March 8, 2006.

3.4 2011 Traffic and Transportation Master Plan.

In October 2011, Park City adopted a new Transportation and Traffic Master Plan prepared by InterPlan. The plan included new "Standard Street Cross-Sections," replacing the previous street sections of the 1984 Streets Master Plan. Among the new cross-sections were designs for streets classified "Local Street - Old Town" and "Local Street – non-Old Town." The new designs called for a reduced asphalt width of 22 feet (3 feet narrower than previous residential street standard) and then designated 4.5 feet of the asphalt surface for "flex space/parking," effectively narrowing the travel lanes to a total of only 17.5 feet, which is less than the minimum outlined in AASHTO Standards for residential streets. The expected daily traffic volumes for these new sections were 2,000 cars, with a threshold of 2,500 cars per day.

The 2011 Traffic and Transportation Master Plan also noted the City's continued preference for "clustered" development, the same approach taken in the SPMP Approval. (2011 Traffic and Transportation Master Plan, p 4–1.)

3.5 2014 Park City General Plan.

The City's General Plan adopted in 2014 acknowledges that

> [f]uture development will place demand on Lowell and Empire Avenue. Consistent with the Sweeney/Treasure Hill MPD, additional improvements to manage increased traffic demand will be necessary. Transportation design should direct traffic toward

> Lowell Avenue and lower Empire Avenue (north of Manor Avenue) to access future development of Treasure Hill and the Bamberger Lots. (Park City General Plan, 2014, p. 197.)

3.6 Lowell Avenue Traffic Modeling.

In a report dated April 2, 2015, which is discussed further below, InterPlan provided the City with a traffic modeling analysis to assist the City in redesigning Lowell Avenue for future reconstruction.

The 2015 InterPlan report explained that "forecasted traffic volumes are an important consideration in determining the design cross section of the roadway." (InterPlan Report, April 2, 2015, p. 1.) The report explains that future functional classification is influenced by "traffic volumes anticipated from potential future development and forecasted growth" and that the City "may consider reconstructing Lowell at the next higher functional classification: Minor residential Collector." (*Id*.) Presumably the City could have chosen standards somewhere between the two standards as well.

The 2015 InterPlan report identified both the Treasure Hill Properties project and the Bamberger property as two major potential areas of development. The report considered expected traffic contributions from both projects as part of its analysis.

Three travel demand model runs were considered, with Treasure Hill project traffic as the variable condition: 1) only permitted access via Lowell Avenue, 2) only permitted access via Empire Avenue, 3) permitted access via either road. The calculated PM peak hourly traffic volumes from the demand model results were then converted to Annual Average Traffic volumes using UDOT Traffic Recorder outputs. The conclusion of the City's modeling analysis was that none of the Treasure Hill scenarios produce "average annual daily traffic volumes that exceed the threshold" of "2,500 vehicles per day" on either Lowell Avenue or Empire Avenue." (*Id*. at 4.) Based on that conclusion, InterPlan advised the City that "Lowell Avenue can be reconstructed to Local Road functional class specifications." (*Id*. at 5.) As stated above, under the City's current Transportation Master Plan, roads so classified can be less than 25-feet asphalt width.

3.7 Lowell Avenue Reconstruction Open House.

Notably, nothing in the materials prepared by the City for the Open House on February 16, 2016 for the Lowell Avenue reconstruction drew attention to the fact that the City intended to narrow the existing roadway by 3 feet. The decision to narrow Lowell Avenue is the City's decision, not the Applicant's.

4. Numerous Studies Confirm that Any Detrimental Effects of the Project Can Be Adequately Mitigated with Standard Conditions.

4.1 The Applicant has invested heavily to provide Park City with a number of traffic studies requested by the City.

In support of its CUP Application, the Applicant has submitted numerous traffic and other related studies over the course of thirteen years, including the following:

1. Traffic Impact Analysis, PEC (July 2004)

2. 1st Addendum to Traffic Impact Analysis, PEC (March 2005)

3. 2nd Addendum to Traffic Impact Analysis, PEC (April 6, 2005)

4. 3rd Addendum to Traffic Impact Analysis, PEC (January 7, 2008)

5. Walkability Study/Recommended Improvements, PEC (March 31, 2009)

6. Lowell Ave. Improvements Opinion Summary, Alta Engineering (April 2, 2009)

7. 4th Addendum, PEC (April 2, 2009)

8. Parking Counts, Alta Engineering (April 15, 2009)

9. Revised Letter, Walkability Study/Recommended Improvements and Effects on Traffic of Proposed Roadway Section on Empire, PEC (June 18, 2009)

10. 5th Addendum, PEC (June 18, 2009) (parking generation study)

11. 6th Addendum, PEC (June 25, 2009)

12. Streetscape Sketches, Perkins Associates (June 25, 2009)

13. Proposed Parking and Traffic Operations (July 16, 2009)

14. Treasure Hill Traffic Study Summary, Triton Engineering (January 2017)

15. 7th Addendum, Triton Engineering (July 27, 2017)

4.2 All of the Applicant's studies, as well as numerous studies commissioned by Park City, have concluded that the traffic generated by the proposed project can be adequately addressed through standard mitigation measures.

The foregoing studies all conclude that the proposed project will not adversely tax the capacity of the roads that will be used to access the project and that reasonable conditions exist to mitigate any detrimental effects of traffic generated by the project. These conclusions are corroborated by other studies, including the Fehr & Peers July 2005 Treasure Hill Traffic

Review, commissioned by the City, and the City's Lowell Avenue Traffic Modeling Memorandum prepared by InterPlan (April 2, 2015).

In fact, the City's Fehr & Peers study found the project and its proposed mitigating conditions comply with the City's LMC and address all CUP requirements.

The latest study by Triton Engineering (the 7th Addenda to the original study) concludes, based on generally accepted traffic engineering principles and methods, that "the roadway network can facilitate the traffic needs for existing and future traffic, including the traffic anticipated from the Treasure Hill project" and that simple and ordinary improvements will permit the intersections to "operate at an acceptable level of service in the future." (p. 4.) Although the City's latest consultant has quibbled with certain aspects of the 7th Addenda, it did not dispute the ultimate conclusion of the 7th Addenda or the City's earlier Fehr & Peers report.

It is also worth noting that over the past thirteen years, the Applicant has invested an extraordinary amount of time and money to identify solutions to improve walkability and traffic flow as compared to existing conditions. For example, the Applicant has paid for numerous studies to assess pedestrian issues on Lowell and Empire Avenues. The Applicant's studies have also identified existing and future improvements the City could make to its street system to improve traffic conditions for everyone. All of these studies and recommendations have been provided to the City at no cost. Regrettably, many of those suggestions, particularly those to improve the pedestrian experience on Lowell Avenue, have been ignored. Nevertheless, the Applicant has done its best to provide the City with all of the potential options for addressing traffic and related issues in the vicinity of the project, whether those issues were generated by the project or not.

After careful review of the potential impacts on both traffic and parking in the project area, the Applicant has undertaken and proposed numerous mitigation measures to address the substantive concerns raised by the Planning Commission, Staff, and the public.

4.3 The Applicant's Mitigation.

Because access to the project will be by Lowell and Empire Avenues,[1] the majority of the proposed traffic mitigation measures address these streets in the vicinity of the project. Nonetheless, many of the proposed mitigation measures are also projected to have a positive traffic reduction effect elsewhere, including the downstream traffic corridors. As discussed in greater detail below, the Applicant's mitigation, current and proposed, exceeds the required mitigation requirements by addressing and accommodating concerns outside the scope of the project.

4.3.1 Accomplished Mitigation.

[1] The Applicant and Park City have always anticipated that Lowell Ave. would be a primary access point for the Project, which is why the Applicant's predecessor in interest was required to participate in the special improvement district to pay for improvements on Lowell Avenue in 1974. (SPMP Approval, p. 5 ("Empire Avenue and Lowell Avenue will be the main access routes to the Creole Gulch site.").)

Some traffic and parking mitigation conditions the Applicant has already performed or accomplished through the original Master Planned Development process and subsequent performance under the SPMP Approval in connection with other phases of the development. These include the following:

- Significant reduction in density—a reduction of about 173 unit equivalents out of an original 450—resulting in the project having approximately 1/8th the density per acre compared with adjacent neighbors.

- Clustered development in single location instead of building hundreds single family homes on approximately 4 miles of new City streets connecting to Upper Old Town and possibly beyond, which would generate more vehicle trips.

- The conveyance by Sweeney Land Company at no cost to the City, the land that enabled the "loop" connection for the Lowell and Empire Avenues.

- The provision by MPE of funds for the study, design, and construction of Lowell Avenue to create a roadway that will accommodate the existing and future traffic volumes.

- The creation of 4 miles of bike trails and foot paths providing pedestrian/bike alternatives.

- Conveyed to the City its title to Crescent Walkway.

- Construction of Town Lift System.

- Construction of Town Run.

- Construction of Town Lift Base.

- Construction of Town Bridge.

- Facilitated the partial completion by others of 8th street stairs

4.3.2 Planned Mitigation.

The Applicant has proposed a bevy of additional mitigating conditions related to traffic and parking. These include the following:

- Construction of the cabriolet/gondola, which removes vehicles on the roadway, moving up to 2,500 people per hour. The cabriolet will also facilitate employee travel by public transportation.

- Construction of new ski runs for beginner and intermediate skiers to provide an all-ability-levels connection to the Park City Mountain Resort. These ski runs will provide additional trail connections during the summer months of the year.

- Construction of commercial space and amenities oriented toward project users.

- On-site housing for some employees.

- On-site commercial elements, which recent studies have found significantly reduce trips between various land uses located within the same development (hotel, employee housing, residential, and commercial).

- Designation of an on-site transportation demand coordinator.

- During the winter ski season, other special events like Sundance Film Festival, and at other appropriate times, the Treasure Hill development will direct and incentivize employees to use public transportation.

- During the winter ski season, other special events like Sundance Film Festival, and at other appropriate times, provide for a shuttle from the airport to the project, which can either be exclusive to the project, operated jointly with others, or contracted out with existing operators.

- Signage, social media, and other project information will identify the desired traffic routes to the project and encourage the use of alternative modes of transportation.

- Service traffic will be directed to follow specified routes to and from the project.

- To the extent feasible, employee work shifts that begin and end outside the AM and PM peak hour of travel.

- All project parking will be on-site as opposed to City streets.

- Support the City's policies regarding on-street parking on Lowell and Empire Avenues and assist the City's parking enforcement efforts on the streets.

- Level the berm on the inside of the Lowell and Empire switchback and revegetate with low lying plants to improve driver visibility and safety at that section of roadway.

- Provide an emergency turnaround on its property for the public in the event of either Empire Avenue or Lowell Avenue is temporarily blocked.

- Willingness to construct a sidewalk on the uphill side of Lowell Avenue.

- Remove snow from the south side of the Lowell/Empire connection adjacent to the project.

- Remove snow from the Crescent Walkway (other than where it crosses the Town Run).

4.3.3 Construction Mitigation.

Because construction activities have their own unique traffic impacts, the Applicant has specifically proposed mitigating conditions to address such impacts, including the following:

- Most construction workers will either park offsite and be shuttled to the site or use public transportation.

- Construction-related traffic will be directed to follow specified routes.

- Construction staging will be accommodated on-site.

- The enhanced road section on Lowell Avenue will be used for heavy loads.

- Material deliveries will be coordinated, adhere to a traffic control plan approved by the City, and will be limited to favorable weather conditions on specified delivery routes.

- Excavated waste material will, to the greatest extent possible, be placed onsite and on the adjacent Park City Mountain (with which the Applicant has agreements), resulting in reduced construction haul traffic.

- Traffic control meetings will be held regularly with construction personnel and will address employee parking, safety, noise, and any other traffic-related concerns that arise.

- A project website will be maintained to communicate delivery and construction traffic schedules to neighbors, as well as receive input from neighbors regarding such issues.

- The project's construction superintendent will be available to communicate directly with neighbors regarding any traffic or parking issues.

The foregoing list represents the standard and typical mitigating conditions used on large construction projects. Again, the Applicant remains open to discussing other reasonable mitigating conditions.

5. Although the City's Outside Traffic Engineer Generally Corroborated the Findings of the Applicant's Study, the City's Approach to Traffic Issues Has Failed to Comply with the Applicable Conditional Use Permit Standard.

5.1 Although the City's Review of the 7th Addendum Suggests Certain Improvements to the Analysis, the Report Generally Agrees with the Key Findings of the 7th Addendum and Ultimately Concedes that Any Detrimental Effects Can Be Mitigated.

The City's review of the 7th Addendum, prepared by LSC Transportation Consultants on June 27, 2017, is not an independent traffic study, but merely a critique of the methods employed in the 7th Addendum.

Generally speaking, the LSC review endorses much of the approach taken in the 7th Addendum:

- "The 10 percent reduction applied to the hotel and residential trip generation that is a result of the direct ski area access is appropriate given the site's location, expected distribution of trips by trip purpose, and the assumption that guests and residents of the market rate units with an interest in skiing at PCMR will tend to choose this development" (p. 3-4);

- "On balance . . . this data indicates that the 30 percent reduction assumed in the Treasure Hill study [for the cabriolet trip reduction] is not unreasonable" (p. 5);

- "Overall, . . . the 30 percent factor assumed for Treasure Hill is in line with the analysis results of" other studies (p. 6); and

- "The proposed cabriolet is a key strategy to reduce trips and parking impacts in the Old Town area" (p. 7).

Although the last section of the LSC review report speculates that capacity on Lowell and Empire Avenues could be reduced by the combination of snow, roadway grades, and numerous residential driveways, the consultant performed no studies of any of these issues. Furthermore, the City's consultant conceded that the "concept of 'capacity' on a local residential street" is a vague and ambiguous principle since the term "can have different meanings to different people." (LSC Transportation Consultants Memorandum, June 27, 2017, p. 6.) Indeed, the City's

consultant explained that concept of "capacity for residents along a local street is more a matter of the *appropriate* maximum level of traffic noise and safety concerns," a completely amorphous and subjective standard that is incapable of objective assessment. (*Id*. at 7 (emphasis added).)

Instead, the City's consultant recognized that from an engineering perspective, "capacity is a measure of vehicles to be accommodated during a specified period," precisely the type of analysis undertaken by the Applicant's study and report. (*Id*. at 7.)

Finally, the review opines that the daily traffic threshold of 2,500 cars per day is *already exceeded* on Lowell Avenue based on its analysis of peak-hour volumes. This opinion directly conflicts with the City's own study prepared by InterPlan in 2015, which, as discussed above, concluded that (1) existing daily traffic volumes on Lowell Avenue did not exceed the threshold, and (2) even with future development, both at Treasure Hill and elsewhere in the vicinity, the daily traffic volume threshold would not be exceeded. The recent review commissioned by the City seems completely ignorant of the fact that the City's own expert, InterPlan, reached opposite conclusions just two years ago. Indeed, the review does not even reference the 2015 InterPlan report, suggesting that the City failed to provide this critical information to its own consultant.

While the LSC review report suggests some additional study and modifications to the existing analysis, the review report suggests a number of mitigating conditions that LSC believes can mitigate the expected traffic-related impacts of the project. Although the Applicant does not necessarily agree with LSC's proposed mitigating conditions, the fact remains that it is LSC's apparent professional opinion that any negative effects can in fact be mitigated.

5.2 While the Applicant Is Willing to Discuss Additional Mitigation Conditions, Some of the City's Proposed Conditions Are Unreasonable and Violate the Conditional Use Permit.

Although the Applicant is willing to consider any reasonable mitigating condition that addresses a demonstrated detrimental effect from the project, including any mitigating conditions related to traffic and parking, proposed mitigating conditions must be reasonable in scope and effect.

Without addressing each one individually, the Applicant notes that the number of supposed mitigating conditions proposed by the City during the pendency of the CUP Application are neither reasonable nor comply with applicable law governing Conditional Use Permits.

For example, the City has suggested that the project must require all employees not living on-site to travel to the site using public transportation, even when there are no traffic concerns whatsoever associated with employee trips. (Aug. 9, 2017 Staff Report, p. 60.) Because the Conditional Use Permit standard only requires mitigation of "reasonably anticipated detrimental effects," Utah Code Ann. § 10-91-507, the City cannot insist upon a mitigating "condition" that does not actually mitigate any harm. The Applicant's proposed mitigating condition is tied directly to the reasonably anticipated detrimental effect—that is, the Applicant will undertake mitigation when there is likely to be an actual traffic problem. When there are no expected

problems from employee trips to the project, such as during low tourist seasons, there is no rationale or legal basis for requiring "mitigation."

Similarly, the City's proposal to use so-called "Potential Qualifying Standards" (or PQSs) for assessing traffic mitigation (and, apparently, other aspects) is not only inconsistent with the way the City has approached other CUP applications but also contradicts the applicable Conditional Use Permit standard. Again, just for example, the City's suggestion that the project must generate "[n]o net increase in trips" from employees does not conform to the Conditional Use Permit standard. (Aug. 9, 2017 Staff Report, p. 60.) First, the applicable standard requires mitigation of anticipated effects, not their elimination. Yet, the standard by which the City proposes to judge the Applicant's mitigation efforts is complete elimination. Simply stated, that is not the correct standard. Second, the City has not identified any detrimental effects from at least some employee trips to the project. Although employee trips obviously contribute to the overall traffic generated by the project, the City has failed to establish that every single trip to the project has a negative effect. Clearly, some employee trips to the project are possible without negatively affecting traffic issues. Even the City's own traffic consultant acknowledges that some employees should be allowed to drive to the project. (LSC Transportation Consultants, June 27, 2017, p. 7.)

The City's August 9, 2017, Staff Report contains a number of other supposed PQSs that violate the Conditional Use Permit standard in various ways. Again, to reiterate, the Applicant remains open to discussing any reasonable mitigating condition that addresses an anticipated detrimental effect. However, many of the City's proposed PQSs either do not address reasonably anticipated detrimental effects of the project or are not reasonable in scope, size, method of implementation, or cost.

Likewise, in the past the City has essentially suggested that the project's commercial amenities be of such poor or low quality that they are unlikely to attract guests, whether those guests are staying at the project or elsewhere. The notion that *any* offsite patronage will significantly contribute to traffic or parking problems is disingenuous. Stated differently, the Applicant should not be expected to only seek out sub-par tenants or tenants not typically associated with a high-end hotel in order to assure that no one from outside the project will ever visit the project's retail tenants. Triton Engineering's studies already take into account the impact upon Empire and Lowell Avenues that arises from the anticipated uses associated with the project, including the commercial uses, and that study clearly shows that project-related traffic and parking has been anticipated and mitigated.

5.3 The City Has Refused to Provide the Applicant with Basic Information about Its Analyses So that the Applicant Can Provide a Response.

Not only does the August 2017 Staff Report contain a number of supposed mitigating "conditions" that are both unreasonable and contrary to the applicable Conditional Use Permit standard, it also contains statements about projected traffic from the project that appear, on their face, to be erroneous.

Specifically, the City's August 9, 2017, Staff Report states that based on the Applicant's traffic study, the City Engineer calculated that the "the Treasure project would be responsible for

approximately 36% of the difference in delay" at the intersection of Empire Avenue and Silver King Drive, and "approximately 52% of the delay" at the intersection of Lowell Avenue and Silver King Drive.

The Applicant's representative from Triton Engineering, Mr. Horton, has expressly requested the information the City used to make the specified calculations, but to date, the City has failed and refused to provide that information. As the fundamental principles of due process require adequate notice and an opportunity to respond, the City's refusal to provide basic information to support the accusations it has leveled against the project raises significant due process concerns.

6. Any Capacity-Related Concerns Due to Operational Issues Must Be Addressed by the City, which Has Chosen to Narrow Lowell Avenue by 3 Feet.

Apparently recognizing that standard and sound traffic engineering principles demonstrate that any traffic-related detrimental effects of the project can be adequately mitigated through standard techniques, the City has vaguely requested that the Applicant address how road capacity may be affected by particular operational issues, such as large snowstorms.

As set forth above, throughout the history of the City's consideration of expected development in the area of the project, the City has recognized that such development, including the development of Treasure Hill, would require the City to substantially improve its roadway system in the vicinity. Moreover, for decades, the City believed and reported that Lowell Avenue should be no less than 25-feet wide.

In 2015, the City hired a third-party traffic engineer (InterPlan) to specifically study the traffic patterns on Lowell Avenue and to recommend design standards for the reconstruction of Lowell Avenue. InterPlan concluded that not only would future daily traffic averages not exceed Lowell Avenue's existing capacity (a conclusion LSC's review report contradicted a few weeks ago), but also that the City could actually narrow the street by 3 feet. The City in fact accepted a substantial amount of money from the Applicant to carry out its reconstruction plans for Lowell Avenue, including narrowing the street.

Yet now, the City suggests it is the Applicant' duty to assess the operational effects of narrowing the street by 3 feet, including how that will potentially affect Street capacity during snowstorms, garbage pickup, lackadaisical parking, and other relatively unique events that may affect traffic on the street. While the Applicant remains committed to considering any reasonable mitigating conditions related to ***the project's*** adverse effects, the project is not responsible for the City's decision to substantially narrow Lowell Avenue, and the City should be asked to explain its decision to Applicant and the public. While the Applicant generally believes that the InterPlan report was accurate in its overall assessment, it is not the Applicant' role to question the wisdom of the City's street design. To the contrary, it is the City's obligation under the SPMP Approval to construct and maintain roadways that are adequate to carry anticipated traffic to the project.

As the Applicant and its representatives have repeatedly discussed with Staff, road capacity issues related to the operation and maintenance of Lowell Avenue is ultimately the City's responsibility. It is the City, after all, that will conduct snow removal activities on Lowell

Avenue, decide what parking restrictions will be implemented, choose how to enforce parking restrictions, and otherwise conduct routine and typical municipal services that affect traffic. While the Applicant reiterates that it remains open to discussing road and operational issues with the City, these issues appear to ultimately be the City's responsibility, especially since the City has decided to narrow Lowell Avenue, which will obviously exacerbate any existing and future road capacity issues.

7. The CUP Application Complies with the MPD's parking requirements and Park City's parking ordinance.

The SPMP approval recognized that "[t]he required parking can readily be provided on-site and in enclosed structures." (SPMP Revised Staff Report, December 18, 1985, p. 2.) In other words, the City determined that there would be no effects from parking because it would all be contained on-site and largely underground.

The SPMP Approval implemented that solution, providing that "[p]arking shall be provided on-site in enclosed structures and reviewed in accordance with either the table on the approved Restrictions and Requirement Exhibits or the adopted ordinances at the time of project approval." (SPMP Revised Staff Report, December 18, 1985, p. 3.)

According to the 2003 LMC, if the project incorporates two uses, the use requiring more parking spaces shall govern. *See* 2003 LMC § 15-3-6(C). Clearly, the intent of this ordinance is to ensure there is sufficient parking for a project.

Following these parameters, the initial parking requirements are calculated to be 631 parking stalls. This number reflects the unit sizes for all condominiums, hotel rooms, employee housing, and only the support commercial space located within the hotel, as provided for in the 2003 LMC parking ratio.

The Applicant, however, believes that 631 parking spaces may be excessive and that a reduction is appropriate for this Project. (*See* 5th Addendum to Traffic Impact Analysis, June 18, 2009; 7th Addendum, July 26, 2017.) Consistent with these studies and the principles explained in those studies, the Project more appropriately requires approximately 433 parking spaces, which is obviously well below what the applicable ordinance permits.

All proposed parking will be in enclosed structures and will be located substantially below existing natural grade, as agreed to in the SPMP Approval. The Applicant agrees that no parking for the project will be allowed on residential streets and that the project will support the City's efforts to enforce such restriction. Likewise, residents of the project will not be eligible for any on-street residential parking permits.

The Applicant has carefully studied the question of how many parking spaces it needs to serve the project, and the Applicant seeks no more parking space than is absolutely necessary. The Applicant's request for approximately 433 parking spaces is therefore reasonable, complies with applicable municipal ordinances, and complies with the SPMP Approval.

8. Additional Traffic and Parking-Related Issues.

8.1 THINC's Posture.

THINC has repeatedly taken the position in recent hearings before the Planning Commission that Lowell and Empire cannot accommodate any more traffic, but wants to have its cake and eat it too. In a March 8, 2006 Planning Commission meeting, Brian Van Hecke, one of the leaders of THINC, in referring to a suggestion of MPE's traffic engineer, Gary Horton, that the street could be widened to 29 feet, noted that "the width is reduced considerably during the winter period in terms of widening the roads." The minutes also reflect Mr. Van Hecke's statement that ". . . he calculated that 30,000 trucks per year go down that road, and he did not want those trucks any closer to his living room than they already are." In other words, THINC, which complains of the alleged narrowness of Lowell and Empire, also does not want Lowell and Empire to be widened. In short, THINC does not want *any* solution because it opposes the project.

Additionally, much of the public comments relating to traffic issues have related to problems with the *current* conditions.

8.2 Responsibility for Improvements.

Also in the March 8, 2006 Planning Commission meeting, the City's Engineer, Eric DeHaan, "clarified that in the development of Treasure Hill, the Sweeney family is obligated to replace the existing roads with a thicker pavement so it is structurally capable of handling heavy traffic. The City is obligated to make the other improvements as necessary. . . ." As noted above, MPE paid the City $183,000 to thicken road pavement. If there are other incremental effects attributable to the project, MPE is prepared to pay for measures meant to mitigate them, so long as such effects are not speculative.

8.3 Purported Lack of Compatibility.

The Applicant notes that at least one commissioner has previously stated that the widening of the roads should be regarded as an additional impact and not as mitigation, leaving the Applicant in a "damned if it does, damned if it doesn't" position. The City has designed Lowell and Empire, not the Applicant, and the City has decided against road widening and in fact, is presently narrowing Lowell. The Applicant, however, is cognizant of an exchange that took place in the April 22, 2009 Planning Commission meeting between one of the planning commissioners and outside counsel to Park City, Jody Burnett, regarding what would happen to vested rights if impacts could not be mitigated: "Burnett stated that in theory, [vested rights] could be denied . . . [but that] Mr. Burnett believed the law suggests that the burden would shift to the Planning Commission to articulate the facts and circumstances of why conditions could not be crafted to mitigate reasonably anticipated detrimental impacts." The minutes continue: "Mr. Burnett was concerned about using that as an attempt to question the wisdom of the original decision made in 1986. He did not think that would stand as a reason."

Regardless of the City's decision with respect to road width, any decision by the City to find lack of compatibility due to traffic concerns, which concerns were clearly recognized by the City at the time of SPMP Approval, would be an extraordinary act of bad faith.

9. Conclusion.

The Applicant has equal rights under the law to use a public right-of-way in the same manner as the general public. Both Empire Avenue, dating back to the Snyder addition town site plat amendment, and Lowell Avenue, upon its creation in the 1970s, abut the project. The law requires the provision of access to adjacent properties. *See Oak Lane Homeowners Ass'n. v. Griffin*, 2009 UT App 248, ¶ 10, 219 P.3d 64; *see also* Utah Real Property Law § 12.02(b)(2)(III). The fact that the Project was required to contribute to the Lowell Avenue Special Improvement District, and later conveyed, without monetary consideration, the right-of-way for its connection to Empire Avenue, fortify this claim.

The numerous traffic studies discussed above demonstrate that the existing streets have ample capacity to handle traffic from the project and other nearby future developments, irrespective of mitigation, provided the City enforces reasonable parking regulations and plows the streets. While inherently there are and will be intermittent traffic issues in the immediate neighborhood and downstream, such as accidents, the Sundance Film Festival, snowstorms, and the end of the day exodus from the ski areas in town, because of the nature of the project and the identified mitigators, the project will not significantly contribute to these traffic issues and may, in fact, have a net positive effect on the overall traffic issues as a result of its role in providing cabriolet/gondola access to Main Street and pedestrian access to support commercial.

In sum, the foregoing analysis demonstrates the Applicant has successfully addressed CUP criteria 2, 4, 5, 6 and 13.