

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH,
JULY 18, 2013**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, July 18, 2013.

Work Session

5:45 p.m. Council questions and comments and Manager's Report Pg. 5
5:50 p.m. Break

Regular Meeting

6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

IV CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon)*

1. Consideration of an Open Space Agricultural Lease between Frank Richards and Park City Municipal Corporation, in a form approved by the City Attorney Pg. 7

V NEW BUSINESS

1. Consideration of an Ordinance approving a Plat Amendment for 124 Norfolk Avenue, Park City, Utah Pg. 19
 - (a) Public hearing
 - (b) Action

2. Consideration of an Ordinance approving a Plat Amendment for 415 Deer Valley Drivet, Park City, Utah Pg. 31
 - (a) Public hearing
 - (b) Action

VI ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Executive Office at 435-615-5186 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4 p.m. to 9 p.m.

Posted: 07/15/13

See: www.parkcity.org

TENATIVE MASTER CALENDAR

Note: This future meeting schedule is TENATIVE and subject to change.

July 2013

- 18 **See Packet**
- 25 Diane at ICMA
PAAB Interviews – SCB
Library project update – work, JW, Adriane Herrick-Juarez (Library Dir)
Presentation of Courchevel students – Mayor
Consideration of a Resolution supporting the use of reusable bags in Park City and setting forth steps to decrease the consumption and waste associated with disposable bags.
- 30 Joint City / County Council Meeting – PR

August

- 1 Utility Easement Agreement - 425 Gillmor Way- Sayre
“Wasatch Summit” Interlocal Agreement – work and new b. – JC/KC
Resolution adopting amended ADA Para-transit Policies and Procedures – new b., KC
PAAB Appointments SCB
305 Park Avenue Plat Amendment
Public Art Recommendation – SCB
Convention license ordinance amendments and pre-licensing – work, JW
Proposed Soil Ordinance – JC, JB
- 8
- 15 Affordable Housing Study Session - 75min – Rhoda
Senior Issues Strategic Plan – work, Rhoda
Recreation Master Plan (presentation by Landmark Consulting) – work, Ken F 45min
- 22 **No Meeting**
- 29 **No Meeting**

September

- 5
- 12
- 18-22 **No Meeting – City Tour**
- 26 Ordinance accepting the public improvements for the Echo Spur Subdivision
Ordinance renaming the section of McHenry Avenue extending from Rossi Hill Drive north to the name of *Echo Spur Drive. Park City, Utah* – old b.

October

- 3
- 10 **No Meeting**
- 17

24 Special Service Contract Criteria and Extraordinary Grant Criteria

31 **No Business**

November

7

14

21

28 **No Meeting – Thanksgiving**

December

5

12

19

26 **No Meeting**

January

2

9 Swearing in Mayor – Council Members

16 **No Meeting – Sundance**

23

30

Pending Items:

Canvass for Primary and for General Elections

Construction contract for 10th and 11th Streets

Special Event overhaul

Regional recreation strategic plan

Ice Operations – study

Water leak adjustment policy – work

Latino Community outreach and engagement – study

Meeting Management Software – new b., JG, JM, PA

Gamble Oak Easements

Risner Ridge - HD

Manager's Report



To: City Council
Diane Foster
City Manager

From: Thomas E. Eddington Jr.
Planning Director

Re: Planning Commissioner Terms

Date: 18 July 2013

According to the LMC 15-12.2 – Members of the Planning Commission shall serve terms of four (4) years. These terms are staggered among the Commissioners and expire on the second Wednesday of July. Members shall continue to serve until their successors are appointed and qualified.

There are three (3) Commissioners whose terms are complete in July 2013; Charlie Wintzer, Brooke Hontz, and Jack Thomas. Given the amount of ongoing long-range planning work (e.g. General Plan, Bonanza Park Area Plan, Form Based Code, Lower Park Redevelopment Area Plan, etc.) staff proposed that these Planning Commissioners remain until the end of the year. Council and Planning Commission discussed this idea during the Joint PC/CC meetings in May and June, but it was not finalized at that time. At the last Planning Commission meeting (June 26th), a Commissioner asked about schedules and the fact that some of them are coming to a close.

Unless Council directs otherwise, it is staff's desire to retain these Planning Commissioners through December 31, 2013 so that these Commissioners may review these documents and make recommendations to Council in late 2013. These Commissioners are very familiar with these projects and a delay in appointing Commissioners in July would allow them to see these projects through to the end. Staff will initiate recruitment of new Planning Commissioners to fill these expiring terms in late 2013.

PLANNING COMMISSION ROSTER
JULY, 2012

Four - year terms.

The Planning Commission meets the 2nd and 4th Wednesday of the month.

Alex Butwinski – Council Liaison

<u>NAME / ADDRESS</u>	<u>PHONE / EMAIL</u>	<u>TERMS</u>
Adam Strachan 2743 Annie Oakley Drive Park City, UT 84060	Home: 435-604-0655 Office: 435-649-4111 Cell: 435-629-0155 Email: adam.strachan@parkcity.org	07/12 – 07/16
Charlie Wintzer 320 McHenry Avenue PO Box 224 Park City, UT 84060	Office: 435-649-2741 Home: 435-649-8224 Fax: 435-649-1407 Cell: 435-640-1099 Email: charlie.wintzer@parkcity.org	7/09-7/13
Brooke Hontz PO Box 2128 209 Daly Avenue Park City, UT 84060	Office: 435-640-1941 Home: 435-615-9176 Fax: 435-615-9176 Email: brooke.hontz@parkcity.org	7/09-7/13 BOA Liaison
Mick Savage PO Box 1618 8789 Marsac Ave #11	Cell: 858-414-9781 Email: mick.savage@parkcity.org	07/10–07/14
Jack Thomas 2145 Lucky John Dr	Office: 435-645-7515 Home: 435-645-9544 Email: jack.thomas@parkcity.org	06/11-7/13 *filling term
Nann Worel 3412 Solamere Dr	Office: 435-333-1875 Home: 435-658-1772 Email: nann.worel@parkcity.org	07/12 – 07/16
Stewart Gross 2419 Lucky John Drive	Office: 435-640-0140 Home: 435-645-9200 Email: stew@stewgross.com	07/12 – 07/14 *filling term*



City Council Staff Report

Subject: PCMC Open Space Lease Agreement
Author: Heinrich Deters, Trails and Open Space Project Manager
Department: Sustainability
Date: July 18, 2013
Type of Item: Administrative

Summary Recommendations:

Staff recommends Council enter into a Lease Agreement between Frank Richards and Park City Municipal Corporation, in a form approved by the City Attorney, allowing for the continuation of historical agricultural uses of the McPolin Farm and Peterson Parcels, as set forth in the attached Lease and consistent with applicable Conservation Easements. (Exhibit A)

Topic/Description:

Use of City owned property through a lease agreement.

Background:

In 1990 the City purchased the McPolin Farmlands and structures, referred to in the attached Lease Agreement as the 'McPolin Parcel'. In 1992 the City attained the Peterson Parcels as part of the Willow Ranch Development in Park Meadows. In 2005, City Council granted a Conservation Easement, on the McPolin Farmlands in favor of the Summit Land Conservancy.

Analysis:

In April of this year, Park City Municipal publically advertised a Request for Proposals (RFP) for Agricultural Services on City Open Space parcels, with a submittal deadline of May 3, 2013. The purpose of the RFP was to obtain services consistent with historical uses of the City's open space and consistent with the Council's goals of preserving and enriching Park City's heritage, diversity and environment, specific to the rural and small town character.

The RFP provided procurement of services consistent with Park City's policies. Frank Richards was the only submittal received for the RFP. Frank Richards has been utilizing the McPolin and Peterson parcels for agricultural purposes, including the raising and cultivation of hay for numerous years. The agricultural use of the property has been documented by the Summit Land Conservancy annual monitoring reports.

The Lease Agreement, as set forth, provides for the documented use, restrictions, monitoring and termination if required. The agreement has been reviewed by Summit Land Conservancy.

The terms of the Lease Agreement are exclusive to Frank Richards, i.e. no rights under the Lease Agreement shall inure to any third party or successor in interest or heir to

Frank Richards. The term of the Lease Agreement is for one year, with possible annual renewal. There is no maximum renewal period.

For several years, Frank Richards has been an outstanding steward of the property in question, maintaining the rural feel and agricultural history of Park City.

Department Review:

This report has been reviewed by the Legal and Executive Departments and their comments have been included in the report.

Alternatives:

A. Approve:

Council should approve the attached Lease Agreement with Frank Richards. This is the **Staff Recommendation**

B. Deny:

Council may choose not to enter into the Lease Agreement, which would cease historical agricultural work on the parcels.

C. Modify:

Council may choose to modify the Lease Agreement. Staff would review the proposed changes with Frank Richards, and return to City Council for further action.

D. Continue the Item:

Council may feel that there is not enough information currently provided and continue the item to a later date, which may impact this season's harvest.

E. Do Nothing:

Same as a continuance.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	+ Accessible and world-class recreational facilities, parks and programs	+ Abundant preserved and publicly-accessible open space + Managed natural resources balancing ecosystem needs	+ Preserved and celebrated history; protected National Historic District	
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Positive 	Positive 	(Select from List)
Comments:				

Funding Source:

Oversight and Management of the Lease will be provided by the Trails and Open Space Project Manager. Any possible funding of projects associated with the lease will come from the Open Space Maintenance Budget.

Consequences of not taking the recommended action:

If Council should choose not to enter into the Lease Agreement, the agricultural uses of the property would likely cease. This would likely lead to additional maintenance costs for the City, specific to these parcels.

Recommendation:

Staff recommends Council enter into a Lease Agreement between Frank Richards and Park City Municipal Corporation, in a form approved by the City Attorney, allowing for the continuation of historical agricultural uses of the McPolin Farm and Peterson Parcels, as set forth in the attached Lease and consistent with applicable Conservation Easements. (Exhibit A)

Exhibit A- Lease Agreement

LEASE OF PCMC OPEN SPACE PARCEL

This lease ("Lease") is entered into on _____, 2013, between **PARK CITY MUNICIPAL CORPORATION** ("PCMC") and **Frank Richards, Jr.**, ("Richards"), together referred to as the Parties ("Parties").

WHEREAS, PCMC owns land consisting of approximately 83 acres of open space land located within Summit County, Utah, on the west side of State Route 224 and north of Meadows Drive ("McPolin Parcels") AND PCMC owns land consisting of approximately 27 acres of open space and located within Summit County, Utah, adjacent to State Route 224 and south of Meadows Drive on the east and west side. ("Peterson Parcel") and collectively referred to herein as ("Agricultural Parcels");

WHEREAS, Richards has utilized the 'agricultural parcels' consistently for numerous years to provide feed for his personal horses;

WHEREAS, the Parties wish to enter into a Lease to formally provide for and govern the agricultural uses by Richards on 'agricultural parcels' consistent with historical use; and,

NOW, THEREFORE, the Parties agree that the terms and conditions of this Lease shall be as follows:

1. Purpose of Lease. PCMC desires to maintain the historic uses of the Parcels and Richards desires to continue to use the Agricultural Parcels for agriculture uses.
2. Leased ("McPolin Parcels") & ("Peterson Parcel). The McPolin Parcels consists of 84 acres as shown in attached Exhibit A. The tax identification numbers of the McPolin Parcels are PCA-19-B-X and PCA-18-B-X. The Peterson Parcel consists of 29 acres as shown in Exhibit A. The tax identification number of the Peterson Parcel is: PCA-103-C-X.
3. Term. Annual May 15- November 15. No rights under this Lease shall inure to the benefit of any third party or successor in interest to Richards. All rights granted pursuant to this Lease shall be for Richards' personal benefit.
4. Rent. Richards's payment of rent shall be in kind pursuant to the terms of this agreement.
5. Termination. Either party may terminate this Lease, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. If Richards fails to perform in the manner called for in this Lease, or if Richards fails to comply with any other provisions of the Lease and fails to correct such noncompliance within ten (10) days written notice thereof, the City may immediately terminate this Lease for cause.

Termination shall be effected by serving a notice of termination on Richards setting forth the manner in which Richards is in default.

6. Report. Richards hereby acknowledges that pursuant to the terms of the Conservation Easements referenced in paragraph 13(a) of this Lease, PCMC is required to provide information to the Summit Land Conservancy for the creation of annual monitoring reports. Richards hereby agrees to provide such information to Summit Land Conservancy for said purpose.

7. Payment of Taxes. As government entities, PCMC has no real estate taxes due and owing on said leased PCMC Parcel. Richards shall take no action causing PCMC to incur any additional tax liability. Richards shall pay all taxes due on his personal property used or kept on the PCMC Parcel, and Richards shall pay any taxes imposed by the governmental authority on rental payments or on the leasehold separate from ad valorem taxes of the real estate.

8. Use of Leased Agricultural Parcels. Richards shall use the leased Agricultural Parcels for the purpose of cultivating hay operations and for no other purposes without the prior written consent of PCMC. Without enlarging or modifying the permitted use as set forth herein, Richards shall not commit, suffer nor allow any of the following to be done or conditions to exist on the Agricultural Parcels, without PCMC's prior written consent, which may be granted or withheld in PCMC's sole discretion: (i) any public or private nuisance; (ii) any business, trade or activity which, in PCMC's sole opinion, is noxious, unreasonably noisy or offensive; (iii) any action that defaces, damages or harms the Agricultural Parcels, including but not limited to over cultivation; (iv) the installation, maintenance, or use of any underground storage tank and/or any above-ground, leak-proof containers; (v) the entering into of any contract, including but not limited to any contract between Richards and any vendor, processor, packager or canner, without specifically subordinating the contract to PCMC's interest in the Lease, notifying PCMC of the contract, and providing PCMC with a copy of the fully-executed contract; (vi) selling any crop; and (vii) any conduct or condition which, in PCMC's sole opinion, is illegal, obscene, or morally offensive but not otherwise expressly mentioned above.

9. Ranching Practices. In addition to the agreements covered by the above sections of this Lease, Richards further agrees:

(a) That Richards is aware that the McPolin Parcel is a portion of properties owned by PCMC that have been encumbered by a conservation easement held by Summit Land Conservancy and recorded in the office of the Summit County Recorder on 11/26/2007 as document #00831244 (McPolin Farm) "Conservation Easement," which prohibit certain practices. Richards hereby acknowledges that he has reviewed the easements and will adhere to the terms, conditions and permitted practices as stated in the Conservation Easement. In the event of any conflict between the terms of this Lease and the Conservation Easement with regard to the use of the PCMC Parcel, the terms of the Conservation Easement shall prevail. Richards shall notify PCMC of any act or practice of Richards that result, or could potentially result, in noncompliance with the terms of the

Conservation Easement.

(b) To apply the principles of good husbandry at all times for agricultural operations.

(c) To keep the fences, on the Agricultural Parcels in as good repair and condition as they were at the commencement of this Lease, or in as good repair and condition as they may be put by PCMC during the term of the lease, whichever is better, ordinary wear, loss by fire, or unavoidable destruction excepted.

(d) To prevent all unnecessary waste, or loss, or damage to the Agricultural Parcels

(e) To keep the Leased Agricultural Parcels neat and orderly.

(f) Not to allow noxious weeds to go to seed on the Agricultural Parcels, but to destroy them.

(g) Not to perform any unapproved work on water courses or ditches, or undertake any other operation that will injure the Agricultural Parcels.

(h) Not to house automobiles, motor trucks, or tractors in the barns or to have inoperable vehicles on the Agricultural Parcels without the written permission of Property Manager.

(i) To dispose of or use any hazardous materials in accordance with Section 28 of this lease.

(j) Adhere to the existing Continuous Conservation Reserve Program (CCRP) to preserve and enhance a 180' stream corridor designated as a riparian buffer zone.

10. Right of Entry. PCMC reserves the right to enter upon the Agricultural Parcels at any reasonable time for the purpose of viewing or making repairs or improvements, provided that such entry and activity shall not unreasonably interfere with Richards' permitted uses.

12. Government Conservation Programs. Richards covenants and agrees to cooperate: (i) in the operation of all government conservation and other programs pursuant to all applicable laws, rules, and regulations.

13. Encumbrance of Title. Nothing herein contained shall authorize Richards to do any act or make any contract so as to encumber or affect in any manner the title or rights of PCMC in the Agricultural Parcels, it being understood that all repairs and alternation permitted to be made by Richards upon or in the Agricultural Parcels shall be paid for by Richards in cash or its equivalent, and it is especially agreed, notice hereby given to that effect, that no contract, transfer, assignment, mortgage, judgment, mechanic's or other lien arising out of the transactions of Richards shall in any manner affect the title of PCMC in said Agricultural Parcels or take precedence to any of the rights or interest of

PCMC herein.

14. Acceptance of Leased Agricultural Parcels. Richards has examined the Agricultural Parcels and shall be deemed to have accepted said Agricultural Parcels in its condition at the commencement of the term of this Lease. Richards leases the Agricultural Parcels in “as-is” condition, with all faults, including environmental contamination, and not based upon any representations by PCMC as to the Agricultural Parcels condition or suitability for the Richards’s purposes.

15. Indemnities. Richards, during continuance of this Lease, covenants and agrees to indemnify and hold harmless PCMC and the Summit Land Conservancy, for, from and against each and every loss, cost, damage, and expense, including reasonable attorney’s fees and court costs arising out of any accident or other occurrence causing injury to or death of persons or damage to Agricultural Parcels due to Richards’ negligent use or operation of the Agricultural Parcels. Richards further agrees to pay all reasonable expenses and attorney’s fees incurred by PCMC in the event that Richards shall default under the provisions of this paragraph. This indemnity shall specifically include claims or damage to the property of PCMC or others occasioned by livestock of Richards.

16. Waiver. Any waiver of any default charges, or any failure of PCMC to enforce the provisions of this Lease upon any default by Richards shall not be construed as creating a custom of deferring payment nor as modifying in any way the terms of this Lease, nor as a continuing waiver, nor as a waiver of PCMC’s right to terminate the Lease as herein provided, nor otherwise to enforce the provisions hereof for any subsequent default.

17. Assigning and Subletting. Richards shall not have the right to assign or sublet the whole or any portion of the Agricultural Parcels.

18. Notice. Notice provided for in this Lease shall be sent by certified mail to the addresses designated for the Parties on the last page of this Lease.

19. Attorney’s Fees. If the PCMC shall commence any legal proceedings against Richards for an Event of Default as provided above or for any other relief because of any default by Richards and shall prevail therein, Richards shall, in each and every such instance, pay to PCMC all expenses thereof, including reasonable attorney’s fees and costs, including attorney’s fees and costs on appeal or in any bankruptcy or similar action. If Richards shall commence any legal proceedings against PCMC for relief because of any default by PCMC and shall prevail therein, PCMC shall in each and every instance pay to Richards all expenses thereof, including reasonable attorney’s fees and costs, including attorney’s fees and costs on appeal or in any bankruptcy or similar action. The term “prevail” as used above shall mean to obtain substantially the relief sought.

20. Structures and Improvements. Richards shall not erect or place upon the Agricultural Parcels any structures, buildings or improvements, permanent or temporary,

or alter the existing structures, if any, without the prior written consent of PCMC. Upon termination of this Lease, all structures, buildings, improvements and alterations, erected, placed or made upon the leased Agricultural Parcels shall, at the option of PCMC, remain and become the sole property of PCMC. Should PCMC elect not to exercise this option, Richards, or his heirs, shall remove all said structures, buildings, improvements and/or alterations from the Agricultural Parcels prior to the expiration of the term of the Lease or within thirty (30) days after termination of the lease if terminated prior to expiration of its term.

21. Hazardous Materials/Poisons.

(a) Richards' Covenant. Richards covenants that Richards and anyone acting by, through, or under Richards, will not, through its acts or omissions, cause or permit any Hazardous Materials or any poisons, herbicides, pesticides, fertilizers or other foreign chemicals or substances ("poisons") to be placed, held, located, released or disposed of on, under or at the Agricultural Parcels except as permitted herein. The term "Hazardous Materials" shall mean any substance or material which is defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous wastes," "restricted hazardous waste," "toxic substances", or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty now or hereafter in force regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources ("Environmental Law"). "Release" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, presence, dumping, migrating on or from the Agricultural Parcels or adjacent property, or disposing of Hazardous Materials into the environment.

(b) Use of Permitted Materials. Richards may store upon the Agricultural Parcels and use only those herbicides, pesticides, fertilizers or other foreign chemicals or substances that are approved by the United States Department of Agriculture and by the Department of Agriculture of the State in the minimal quantities required by Richards's operations ("Permitted Materials"). Any and all such materials and substances shall be applied in strict compliance with instructions contained on the label or furnished by the manufacturer thereof. Richards shall keep appropriate records regarding the application of the Permitted Materials and provide copies of such records to PCMC upon PCMC's request. No experimental poisons or herbicides or sewage sludge or other byproduct of sewage shall be applied to the Agricultural Parcels. No soil-applied sterilant or semi-sterilant shall be applied to any portion of the PCMC Parcel without the prior written consent of PCMC. Richards shall not apply any organic material on the Agricultural Parcels without the prior written consent of PCMC, which consent must be obtained prior to each application of organic material and which consent may be withheld in the sole discretion of PCMC. In the event the PCMC give such consent, Richards shall

keep appropriate records regarding the application of any such organic material, and make those available to PCMC at its request. PCMC may require additional soil testing before any organic material application(s) in PCMC' sole discretion.

(c) Use of Gasoline and/or Diesel Fuel. Richards shall not store gasoline and/or diesel fuel upon the Agricultural Parcels without prior written consent of PCMC, which consent may be withheld in PCMC's sole discretion. In the event that PCMC consent, the gasoline and/or diesel fuel shall only be stored in above-ground leak-proof containers within a proper containment structure in accordance with all relevant laws and regulations. The transfer of any gasoline or diesel fuel to vehicles or machinery must be done in accordance with all relevant laws and regulations, and Richards shall take prudent measures to prevent gasoline or diesel fuel from contacting any soil.

(d) Release of Hazardous Material/Poisons. In the event a Release of Hazardous Materials or Poisons (excluding the permitted quantity of Permitted Materials) or violation of any Environmental Laws, Richards shall immediately notify PCMC of any such discovery. If the Hazardous Materials/Poisons have been released by Richards or Richards's agents (whether such release is discovered by Richards or PCMC during the term of this Leases or following the termination of the Lease), Richards shall, at is sole cost and expense, comply with all Environmental Law to remedy the situation, including, without limitation, promptly conducting a site assessment, taking immediate action required for containment of the release, and preparing and implementing a plan for the cleanup of the release. Richards shall properly dispose of any Hazardous Materials and Permitted Materials permitted to be used and stored on the Agricultural Parcels by licensed haulers to licensed facilities in accordance with Environmental Law. Richards shall sign all documentation and waste manifests required to facilitate such transportation and disposal, and Richards shall at all times be deemed the transporter/generator of any such Hazardous Materials, contaminated soil, ground water or rinse water. Richards shall provide copies of waste manifests, bills of lading or other related documentation upon request by PCMC. Richards shall promptly provide PCMC with notice of any discovery of any Hazardous Materials located on the Agricultural Parcels, or any notices or correspondence related to the presence of Hazardous Materials or any claim made or threatened, concerning Hazardous Materials associated with the Agricultural Parcels or Richards's operations thereon. Richards's representations, warranties, indemnifications and obligations under this Section 16 shall survive the expiration or termination of this Lease.

22. Reservation Rights.

(a) General Reservation. PCMC reserves the right to use any and all roads, highways, ditches, canals, railways, pipelines, utility facilities, irrigation facilities, water retention basins and storm/sewer facilities that may be located on the Agricultural Parcels. PCMC also reserve and retains all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the Agricultural Parcels land (collectively "Mineral Rights"), and the Parties acknowledge and agree that the Mineral Rights are not included as part of the Agricultural Parcels. Richards acknowledges and agrees that this Lease is subject to the reservation of the Mineral Rights, and the PCMC and/or other owners or lessees of the Mineral Rights have the right to enter upon the Agricultural Parcels Land to prospect for, drill for, produce, mine, extract, remove, inject and store such oil, gas and other minerals in, on, from and through the Agricultural Parcels.

(b) Environmental Reservation. PCMC reserve the right to use any and all Leased Agricultural Parcel property as necessary, in PCMC's sole discretion, to complete environmental remediation. PCMC also reserves the right to require Richards to corral livestock as necessary, in PCMC's sole discretion, to allow onsite work on the property. Reserved rights may interfere with the occupancy of Richards

23. Entire Agreement-Modifications. This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease. Any modification of this Lease of additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agricultural Lease the day and year first above written.

PCMC:
Park City Municipal Corporation
455 Marsac
P.O. Box 1480
Park City, UT 84060
Attention: Heinrich Deters

PARK CITY MUNICIPAL
Diane Foster
City Manager, Park City Municipal Corporation

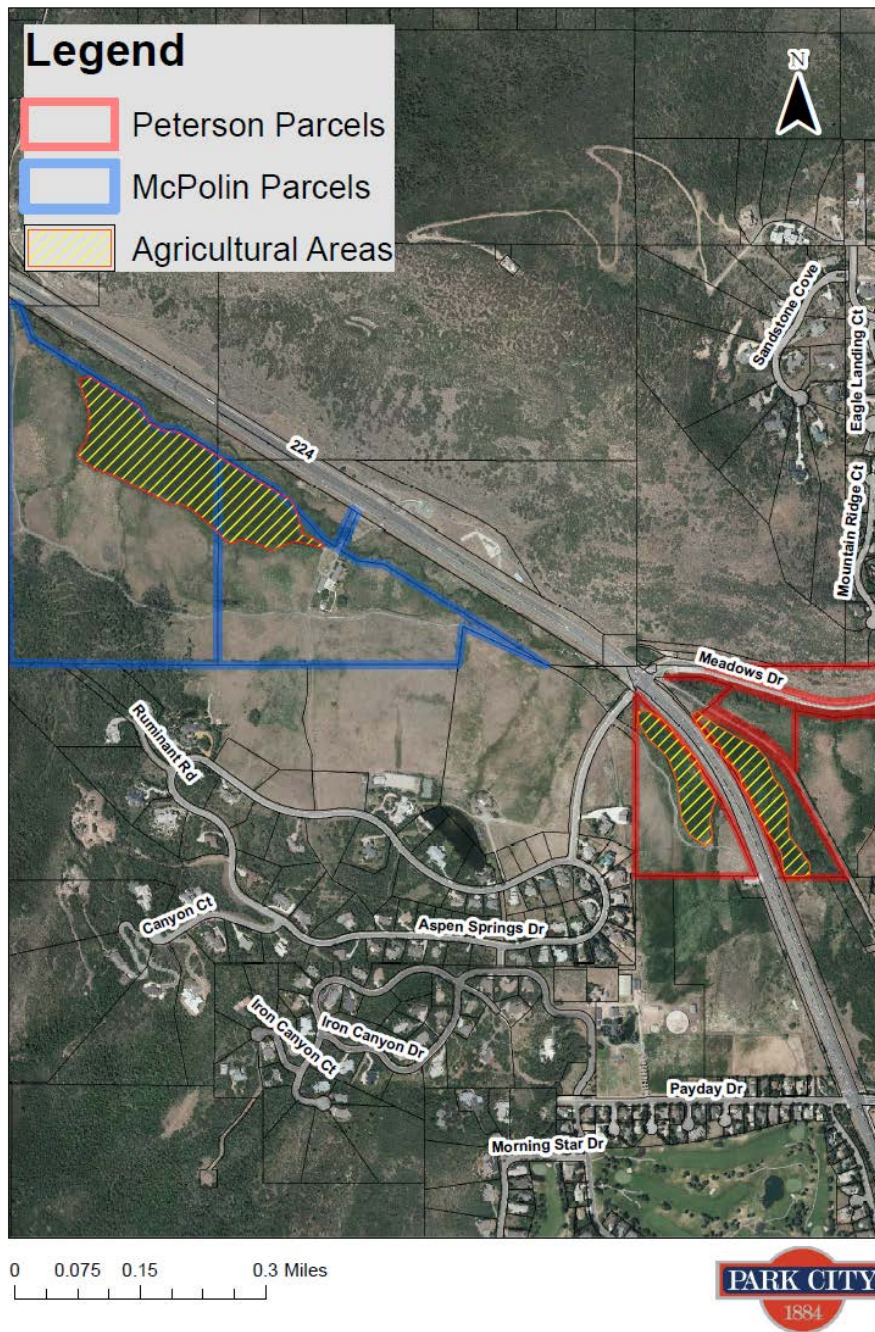
FRANKLIN D. RICHARDS, Jr.
510 Pay Day Drive
Park City, Utah 84060

Approved as to form:

Park City Municipal Corporation
Mark Harrington, City Attorney

Exhibit A- Agricultural Parcels

Agricultural Services Area- McPolin and Peterson Parcels



City Council Staff Report

Subject: 124 Norfolk Subdivision
Author: Francisco Astorga, Planner
Project Number: PL-13-01880
Date: July 18, 2013
Type of Item: Administrative – Plat Amendment

Summary Recommendations

Staff recommends the City Council hold a public hearing and consider approving the 124 Norfolk Subdivision Plat Amendment based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Description

Applicant: William & Constance Hindle
Location: 124 Norfolk Avenue
Zoning: Historic Residential (HR-1) District
Adjacent Land Uses: Residential
Reason for Review: Plat amendments require Planning Commission review and City Council action

Proposal

Plat Amendment request to combine two and a half (2½) Old Town lots into one (1) lot of record. The site contains a non-historic single family dwelling that was built over two (2) lot lines. The applicant requests to remove the lot lines and create one lot for the existing non-historic dwelling to remodel it.

Purpose

The purpose of the Historic Residential 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.

Background

On April 29, 2013 the City received a completed application for the 124 Norfolk Subdivision Plat Amendment. The property is located at 124 Norfolk Avenue in the HR-1 District. The proposed plat combines half of lot 25 and lots 26 and 27, Block 32 of the Park City Survey into one (1) lot of record. The proposed lot will be 4,687.5 square feet in size. The property is improved with a non-historic structure. According to Summit County records, the structure was built in 1981.

The applicant requests to combine the lots into one (1) lot of record to facilitate a remodel and a small expansion to the existing structure. A building permit cannot be issued for remodel work/construction across a lot lines.

The Planning Commission reviewed this application during their June 26, 2013 meeting. The Commission forwarded a positive recommendation to the City Council. The positive recommendation was based on a unanimous vote.

Analysis

The proposed plat amendment creates one (1) lot from two and a half (2½) Old Town lots within the HR-1 District. Staff has reviewed the proposed plat amendment request and found compliance with the following Land Management Code (LMC) requirements for lot size and width:

	LMC requirement	Proposed
Minimum lot size	1,875 sq. ft.	4,687.5 sq. ft.
Minimum lot width	25 ft.	62.5 ft.

Staff finds good cause for this plat amendment. The proposed lot area yields a maximum building footprint of 1,801 square feet. The proposed plat amendment reduces the potential density at this property from two and a half lots to one (1) unit on the combined area; therefore, it also reduces the required parking. The plat amendment dedicates 10' wide public snow storage easements along Norfolk Avenue. The proposed lot meets the lot and site requirements of the HR-1 District.

According to the certified Existing Conditions & Topographic Survey, Exhibit B, a wood tie retaining wall encroaches onto 52 King Road. This site is not historic as it is not listed on HSI. Staff recommends that the applicant resolves this item by obtaining an encroachment agreement from that neighboring property owner or by removal of the wood tie retaining wall. There are no other violations or non-compliances found on the site dealing with setbacks and other development standards as identified below:

	Permitted
Height	27 feet maximum
Front setback	10 feet minimum

Rear setback	10 feet minimum
Side setbacks	5 feet minimum, 14 feet total
Footprint	1,801 square feet maximum
Parking	2
Stories	3 stories maximum

The property owner will have to follow the adopted Historic District Design Guidelines and applicable LMC criteria pertaining to development in the HR-1 District.

Process

Concurrently with this plat amendment request the applicant submitted a Historic District Design Review application for a remodel and a small addition, which is being reviewed administratively by the Planning Department. The applicant will also have to submit a Building Permit application. Approval of this plat amendment 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. No further issues were brought up at that time.

Notice

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record according to requirements of the Land Management Code.

Public Input

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

Alternatives

- The City Council may approve the 124 Norfolk Subdivision Plat Amendment as conditioned or amended; or
- The City Council may deny the 124 Norfolk Subdivision Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on 124 Norfolk Subdivision Plat Amendment.
- The City Council may remand the item back to the Planning Commission for specific discussion on topics and/or findings.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The structure would remain as is and no construction can take place, including basic maintenance items such as replacing the roof of the existing structure.

The configuration of these two and a half (2½) lots would remain as is and no construction could take place across the shared lot lines. The property owner could demolish the non-historic home and then would be able to build a single family dwelling on each lot.

Recommendation

Staff recommends the City Council hold a public hearing and consider approving the 124 Norfolk Subdivision Plat Amendment 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
- Exhibit B – Existing Conditions & Topographic Survey
- Exhibit C – County Plat Map
- Exhibit D – County Plat Map (zoomed in)
- Exhibit E – Aerial Photograph

AN ORDINANCE APPROVING THE 124 NORFOLK AVENUE SUBDIVISION PLAT AMENDMENT LOCATED AT 124 NORFOLK AVENUE, PARK CITY, UTAH.

WHEREAS, the owners of the property located at 124 Norfolk Avenue have petitioned the City Council for approval of the 124 Norfolk Avenue Subdivision Plat Amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on June 26, 2013, to receive input on the 124 Norfolk Avenue Subdivision Plat Amendment;

WHEREAS, the Planning Commission, on June 26, 2013, forwarded a positive recommendation to the City Council;

WHEREAS, on July 11, 2013, the City Council held a public hearing on the proposed subdivision; and

WHEREAS, it is in the best interest of Park City, Utah to approve the 124 Norfolk Avenue Subdivision Plat Amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 124 Norfolk Avenue Subdivision Plat Amendment as shown in Attachment A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 124 Norfolk Avenue.
2. The property is located in the HR-1 District.
3. The proposed lot is 4,687.5 square feet in size.
4. The minimum lot size within the HR-1 District is 1,875 square feet.
5. The lot width of the proposed lot is sixty two and a half feet (62.5').
6. The minimum lot width within the HR-1 District is twenty-five feet (25').
7. The maximum footprint for a lot this size is 1,801 square feet.
8. The site contains a single family dwelling.
9. The applicant would like to remodel the existing non-historic structure.
10. The existing non-historic structure was built over two (2) lot lines.

11. There are no other violations or non-compliances found on the site.
12. No remnant parcels of land are created with this plat amendment.
13. According to the certified Existing Conditions & Topographic Survey, a wood tie retaining wall encroaches onto the neighboring property, 52 King Road.
14. 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 subdivisions.
3. Neither the public nor any person will be materially injured by the proposed plat amendment.
4. Approval of the plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment (or Record of Survey) for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. 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 resolve the wood tie retaining wall which encroaches onto 52 King Road by obtaining an encroachment agreement from that neighboring property owner or by removal of the wood tie retaining wall before the plat recordation.
4. A 10' (ten foot) snow storage easement shall be dedicated to Park City across the property's frontage on Norfolk Avenue.

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

PASSED AND ADOPTED this 18th day of July, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

Attachment A – Proposed Plat Amendment

Attachment A – Proposed Plat Amendment

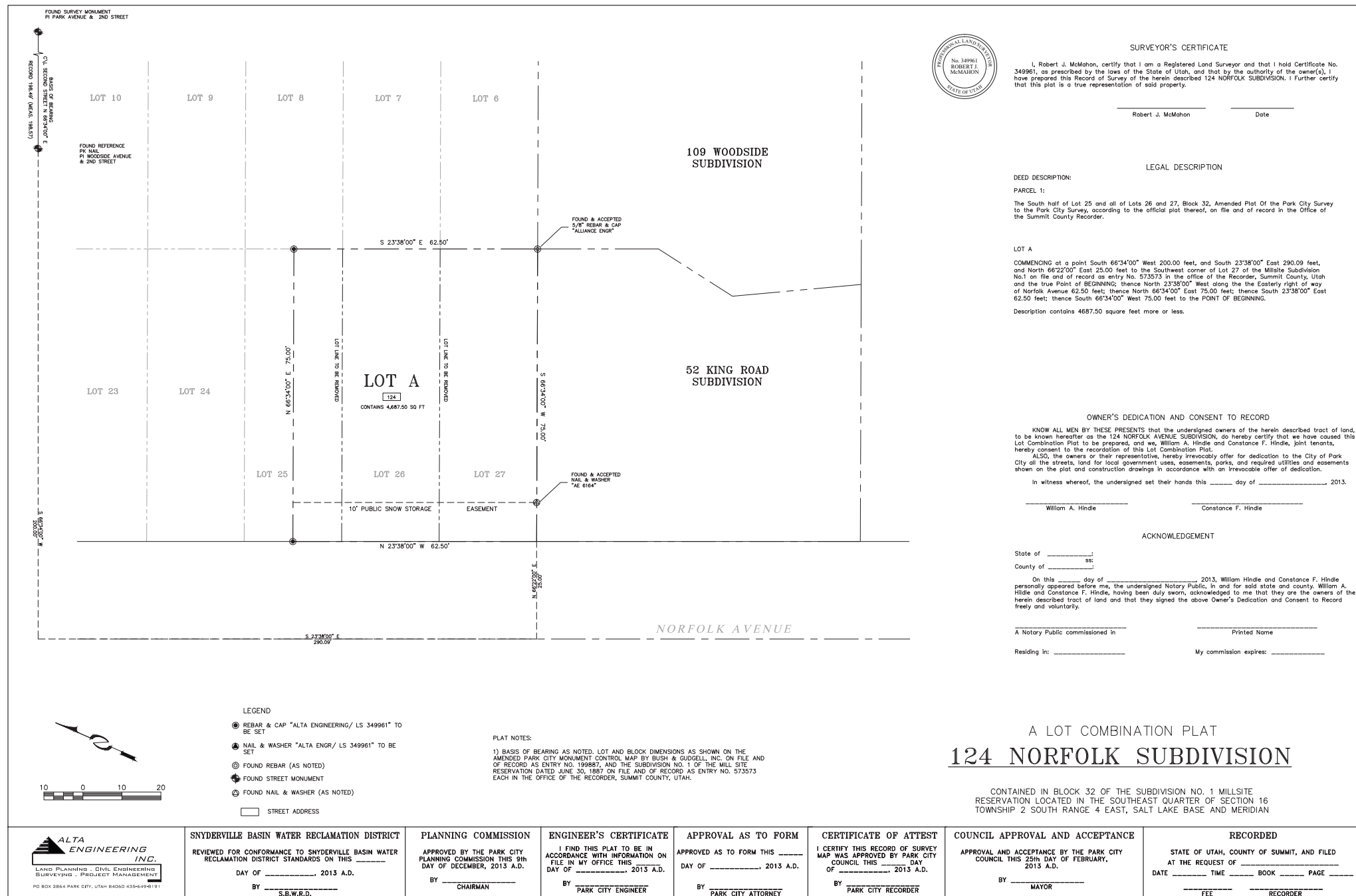


Exhibit B – Existing Conditions & Topographic Survey

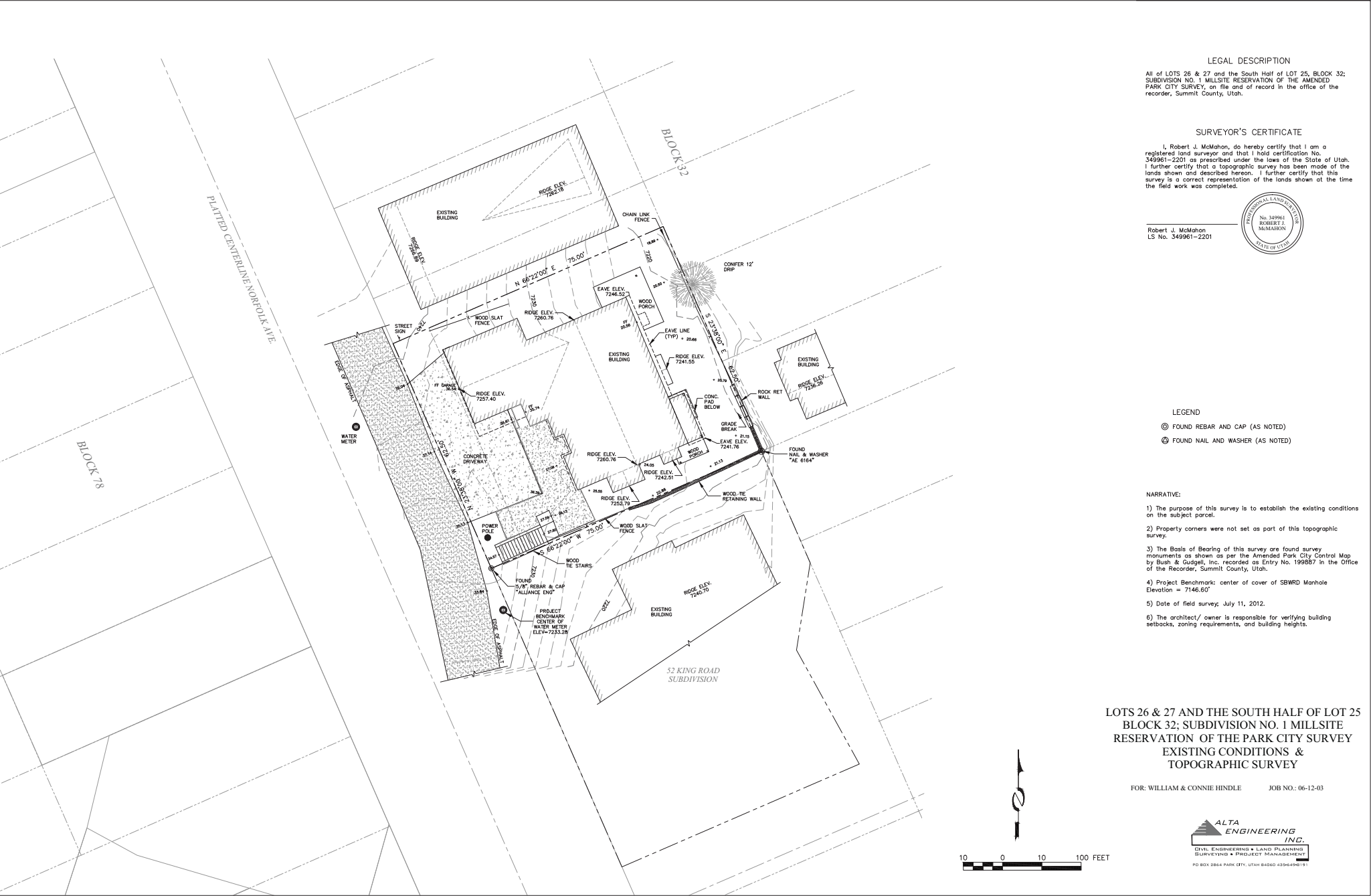
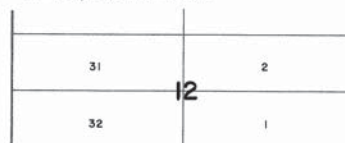
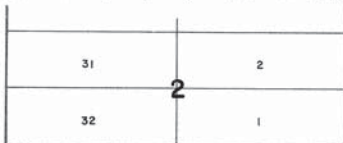
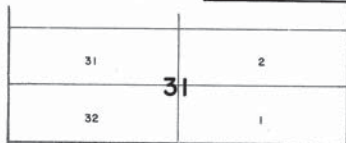


Exhibit C – County Plat Map

NOTE # REFERS TO STREET ADDRESS

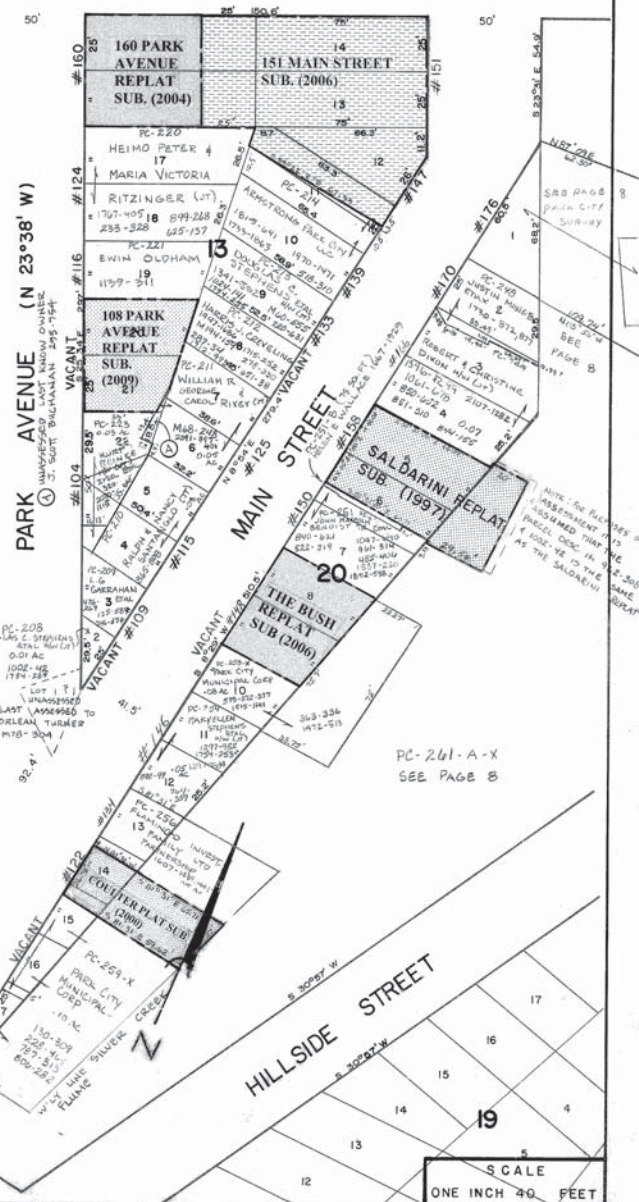
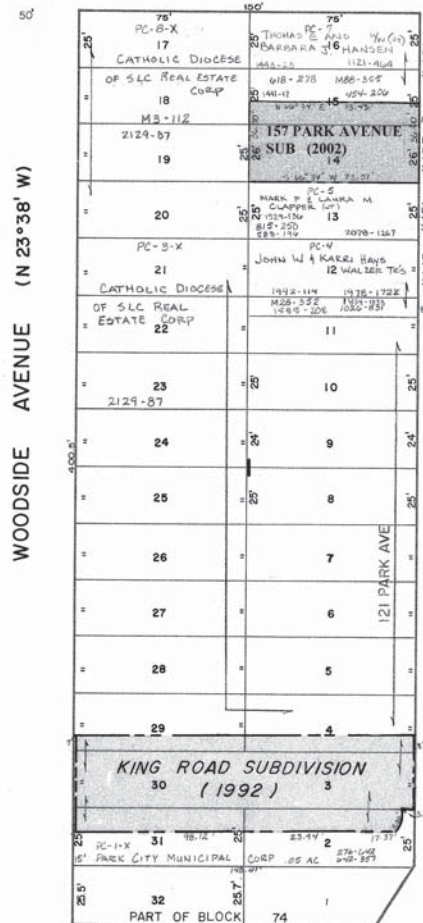
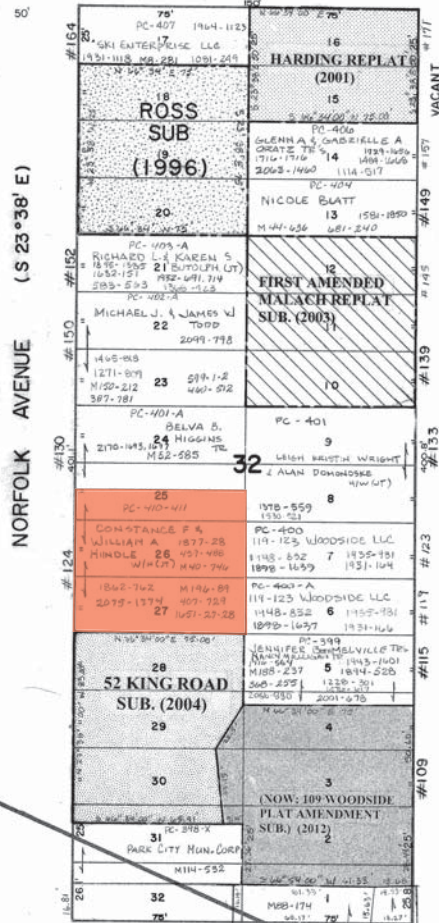
SUMMIT COUNTY UTAH

PARK CITY — BLOCKS 1,13,20,32,SECTION 16,T2S R4E,S.L.B. 8 M.



2ND STREET

SIXTH STREET (N 66°34'E)



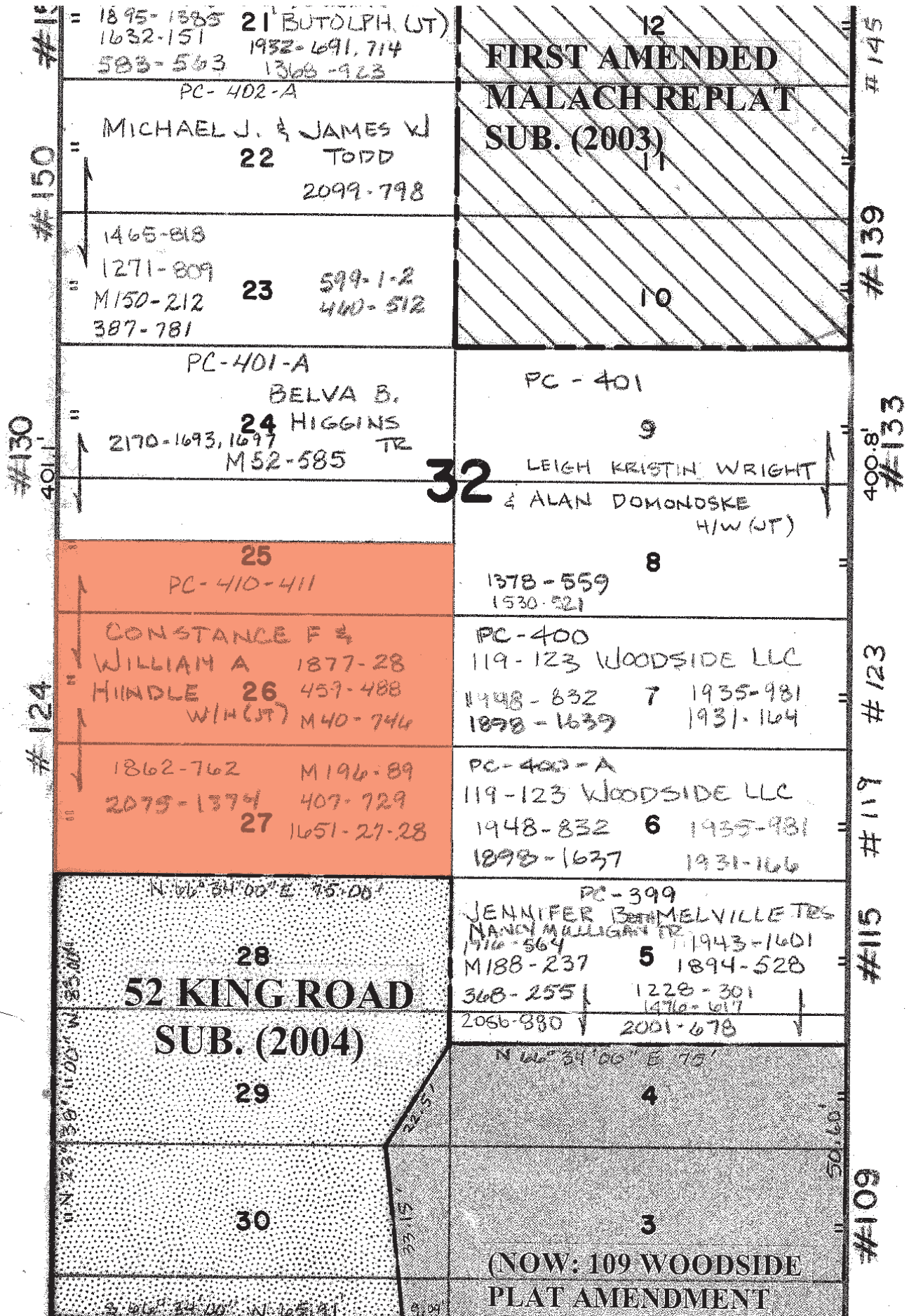
SEVENTH STREET (N 66°22'E)

HILLSIDE STREET

SCALE
ONE INCH = 40 FEET

NORFOLK AVENUE (S)

WOODSIDE AVENUE (N)





124 NORFOLK SUBDIVISION PLAT AMENDMENT
AERIAL EXHIBIT



SCALE 1" = 30'



City Council Staff Report



Subject: 415 Deer Valley Drive Plat Amend.
Author: Mathew Evans, Senior Planner
Date: July 18, 2013
Type of Item: Administrative – Plat Amendment
Project Number: PL-13-01910

Summary Recommendations

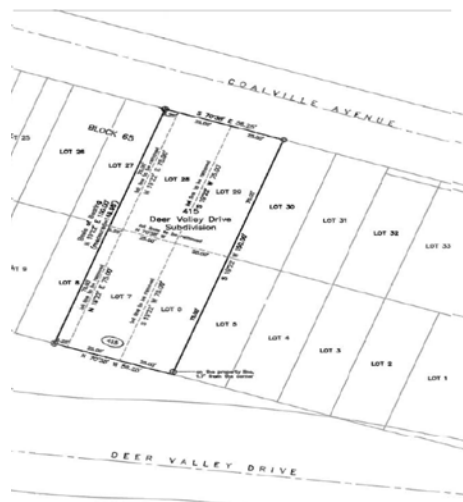
Staff recommends the City Council hold a public hearing and consider approving the 415 Deer Valley Drive Plat Amendment based on the findings of fact, conclusions of law, and conditions of approval as found in the draft ordinance.

Description

Applicant: David White, Architect, on behalf of Diana Thompson
Location: 415 Deer Valley Drive
Zoning: Residential (R-1) District
Adjacent Land Uses: Residential and Open Space
Reason for Review: Plat amendments require Planning Commission review and City Council approval

Proposal:

The applicant is requesting to combine Lots 6, 7, 28 and 29, and a portion of Lots 8 and 27, Block 65 of the Park City Survey in order to create one (1) new lot of record. The applicant owns an existing home that straddles Lots 6 and 7, and is contemplating an interior and exterior remodel, which may include the addition of square footage to the home. A plat amendment is necessary to combine the lots prior to the issuance of a building permit for the proposed work.



Purpose

The purpose of the Residential R-1 District is to:

- (A) Allow continuation of land Uses and architectural scale and styles of the original Park City residential Area,
- (B) Encourage Densities that preserve the existing residential environment and that allow safe and convenient traffic circulation,
- (C) Require Building and Streetscape design that minimizes impacts on existing residents and reduces architectural impacts of the automobile,
- (D) Require Building design that is Compatible with the topographic terrain and steps with the hillsides to minimize Grading,
- (E) Encourage Development that protects and enhances the entry corridor to the Deer Valley Resort Area,
- (F) Provide a transition in Use and scale between the Historic Districts and the Deer Valley Resort; and
- (G) Encourage designs that minimize the number of driveways accessing directly onto Deer Valley Drive.

Background

The applicant approached Staff in May about the possibility of an interior remodel and rear addition to the existing home originally constructed in 1977. Staff informed the applicant that if the home crossed over lot lines a plat amendment would be necessary. The home encroaches on two lots and the property is comprised of four lots and two partial lots.

On May 8, 2013 the application was received by Staff. On May 16, 2013, Staff deemed the application complete. On May 28, 2013, Staff took the proposal to the Development Review Committee for their review of the proposal.

On June 26, 2013, the Park City Planning Commission held a public hearing and then voted unanimously to forward a positive recommendation of approval for the 415 Deer Valley Drive Subdivision with only minor changes to the Conditions of Approval, which are reflected in the proposed ordinance attached hereto. Said changes included language regarding structures, fences and landscaping within the “no-build” area of the lot. No public input was offered by anyone in attendance during the meeting.

Analysis

The applicant owns four (4) full parcels and two partial parcels; Lots 6, 7, 28 and 29, and a portion of Lots 8 and 27, Block 65 of the Park City Survey. There is an existing home that straddles Lots 6 and 7; the home does not encroach upon the remaining lots. Lots 27, 28 and 29 are very steep and are not likely buildable independently, mainly due to the fact that they do not have access to a built street, although both have frontage onto platted Coalville Avenue.

The applicant is proposing a 475 square foot rear addition to the footprint of the home. The applicant has not yet drawn plans for the addition. The area anticipated for the

addition is between the existing home and an existing retaining wall to the rear. It is expected to be a two-story addition. It is also anticipated that a deck structure will be added beyond that point.

Development of the rear lots likely will require extensive retaining and terracing. For this reason, the applicant has proposed to self-limit the developable area of the lot. As mentioned above, the applicant is planning an interior remodel of the existing home along with a small addition to the rear and a deck extension. None of this work would encroach the building into the steepest portion of the property which are mostly within Lots 27, 28, or 29. Therefore, the applicant is willing to record a limit of building area on the proposed plat to make the rear 60 feet of the proposed lot undevelopable. The proposed limit line would be approximately fifteen feet (15') northeast of the current lot lines separating the Deer Valley Drive fronting lots from the Coalville Avenue fronting lots (see illustration below):



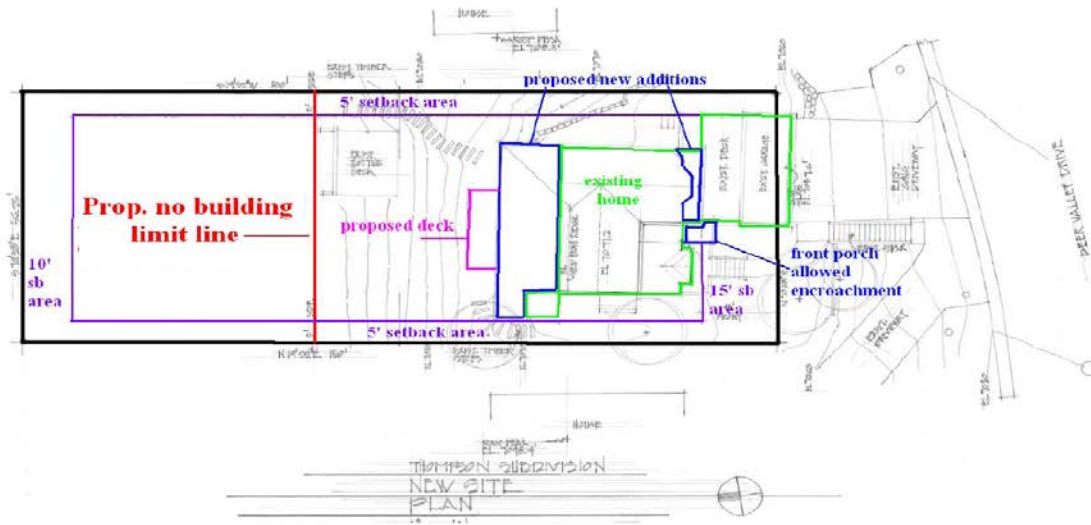
The applicant anticipates that a rear addition would not extend beyond the existing retaining wall, but would like to keep the area between the retaining wall and the self-proposed building limit line available for non-habitable areas, such as a deck and the existing hot tub.

Staff has reviewed the proposed plat amendment request and found compliance and potential compliance with the following Land Management Code (LMC) requirements for lot size, allowed footprint, setbacks, width, and other factors:

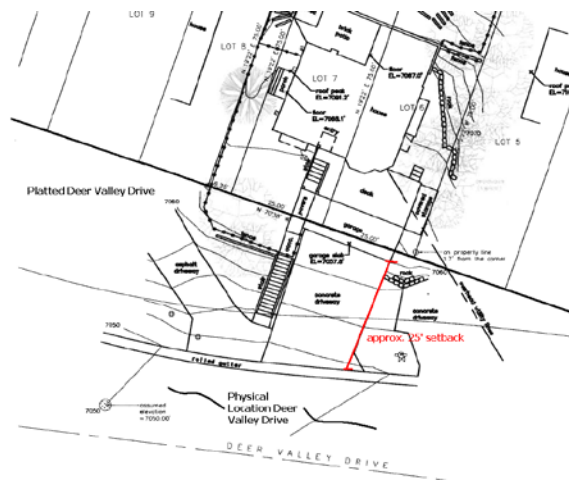
415 Deer Valley Drive R-1 District Lot Requirements

- | | |
|------------------------------|--|
| • Existing Lot Size: | 8,437 square feet |
| • Required Minimum Lot Size: | 2,812 square feet |
| • Footprint Requirements: | None |
| • Existing Footprint: | 1,390 square feet (including garage) |
| • Proposed Footprint: | 1,890 square feet (with proposed addition) |

- Lot Width: 70 feet
- Required Setbacks – Front/Rear: 15 feet front, 10 feet rear minimum
- Required Setbacks – Side: 5 feet minimum
- Maximum Height: 28 feet



The existing home is compliant with all of the aforementioned lot requirements with exception of the front yard setback requirement. The garage of the home has a zero foot (0') front yard setback, and possibly encroaches into the Deer Valley right-of-way; however, at this location there is a large discrepancy as to the physical location of where the Deer Valley Drive and Heber Avenue rights-of-way converge and the platted location of both. Deer Valley Drive “bumps” or bends slightly to the southwest in front of the applicant’s property, creating large gap between the actual street and the property line (see illustration below):



Although the applicant has not indicated that future proposals include an addition in the front, any proposed additions will need to meet current setback requirements. There

is ample space around the rest of the home to accommodate future expansion of the home if desired.

Good Cause

Planning Staff believes there is good cause for the application. None of the front parcels (Lots 6, 7 and partial Lot 8) are developable independently due to the fact that the existing home straddles both Lots 6 & 7, and the rear parcels are not accessible from a built roadway. Combining the Lots will allow the property owner to move forward with a small addition and interior remodel of the home. The plat amendment is necessary in order for the applicants future plans, and if left un-platted, the property remains as is.

Staff finds that the plat will not cause undo harm on any adjacent property owner because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements. The existing home is typical of the existing development pattern along Deer Valley Drive, and the home, even with a future addition, would be compatible with the existing dwellings in the area.

Process

Approval of this 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. Staff's only concern was the large area in back of the home that could encroach upon the remaining lots. Since that time the applicant has proposed to limit the potential buildable area as noted in this Staff Report.

Notice

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

Public Input

No public input was offered by the Public during the regularly scheduled public hearing on June 26, 2013.

Alternatives

- The City Council may approve the 415 Deer Valley Drive Plat Amendment as conditioned or amended; or
- The City Council may deny the 415 Deer Valley Drive Plat Amendment and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on 415 Deer Valley Drive Plat Amendment to a date certain.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The proposed plat amendment would not be recorded and four parcels and two partial lots would not be adjoined. The applicant could not move forward with any maintenance or interior remodeling work that requires a building permit.

Recommendation

Staff recommends the City Council hold a public hearing for the 415 Deer Valley Drive Plat Amendment and approve the same based on the Planning Commission recommendation, as well as the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Ordinance – Vicinity Map(s)

Exhibit A – Plat and Record of Survey

Exhibit B – Photos

Exhibit C – June 26, 2013 Planning Commission Meeting Minutes

Ordinance No. 13-

**AN ORDINANCE APPROVING THE 415 DEER VALLEY DRIVE PLAT AMENDMENT
LOCATED AT 415 DEER VALLEY DRIVE, PARK CITY, UTAH.**

WHEREAS, the owner of property located at 415 Deer Valley Drive have petitioned the City Council for approval of the 415 Deer Valley Drive Plat Amendment; and

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

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

WHEREAS, the Planning Commission held a public hearing on June 26, 2013 and April 23, 2013, to receive input on the 415 Deer Valley Drive Plat Amendment; and

WHEREAS; the City Council, held a public hearing on July 18, 2013; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the 415 Deer Valley Drive Plat Amendment.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The 415 Deer Valley Drive Plat Amendment as shown in Exhibit "A" is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 415 Deer Valley Drive within the Residential (R-1) District.
2. The overall property is made up of four (4) full Park City Survey Lots and two partial lots totaling 8,437 square feet.
3. There is an existing home on the property that straddles two lots.
4. The applicant is proposing to combine the lots in order to construct a rear addition to the home, as well as an interior remodel. The plat amendment is necessary due to the fact the home straddles two lot lines and the required setbacks would encroach on the other two lots (as well as the partial lots).
5. Although the existing home is near Old Town, it is not historic and is not identified on the Historic Sites Inventory.
6. There is a discrepancy between the platted location of where the Heber Avenue and Deer Valley Drive rights-of-way converge and the physical location of Deer Valley Drive, which has left a gap of approximately twenty-five to thirty feet (25'-30') between the street and the garage.

7. The home is noncompliant with respect to the front yard setback requirement, and the existing garage has a zero foot (0') setback where fifteen feet is required.
8. The property has frontage onto both Deer Valley Drive and Coalville Avenue. However, Coalville Avenue is not a built roadway, and is likely never to be built due to the steep terrain of its location.
9. The proposed lot meets and exceeds the minimum lot size established in the R-1 District, as the minimum lot size is 2,812, and the proposed plat amendment will create a lot of 8,437 square feet.
10. Potential development on the property is limited by the steep terrain in the rear. For this reason, the applicant has voluntarily agreed to limit the potential development area within the back 60 feet of the proposed lot.

Conclusions of Law:

1. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.
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.
4. There is Good Cause to approve the proposed plat amendment as the plat does not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. Modified 13-D sprinklers will be required for new construction as required by the Chief Building Official at the time of review of the building permit.
4. A proposed no-build area shall be shown on the final mylar which delineates the rear sixty feet (60') of the lot as a "non-buildable area." This no-build area shall preclude the owner from constructing buildings, fences, or similar structures. The no-build area shall be kept in its natural state and no vegetation from this area shall be removed, or introduced, and the area shall remain un-irrigated so as to prevent erosion.
5. The garage encroachment agreement from the City Engineer will be required prior to the recording of the plat.
6. A ten foot (10') wide public snow storage easements will be required along the Deer Valley Drive side of the property only.

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

PASSED AND ADOPTED this 18th day of July, 2013.

PARK CITY MUNICIPAL CORPORATION

Dana Williams, MAYOR

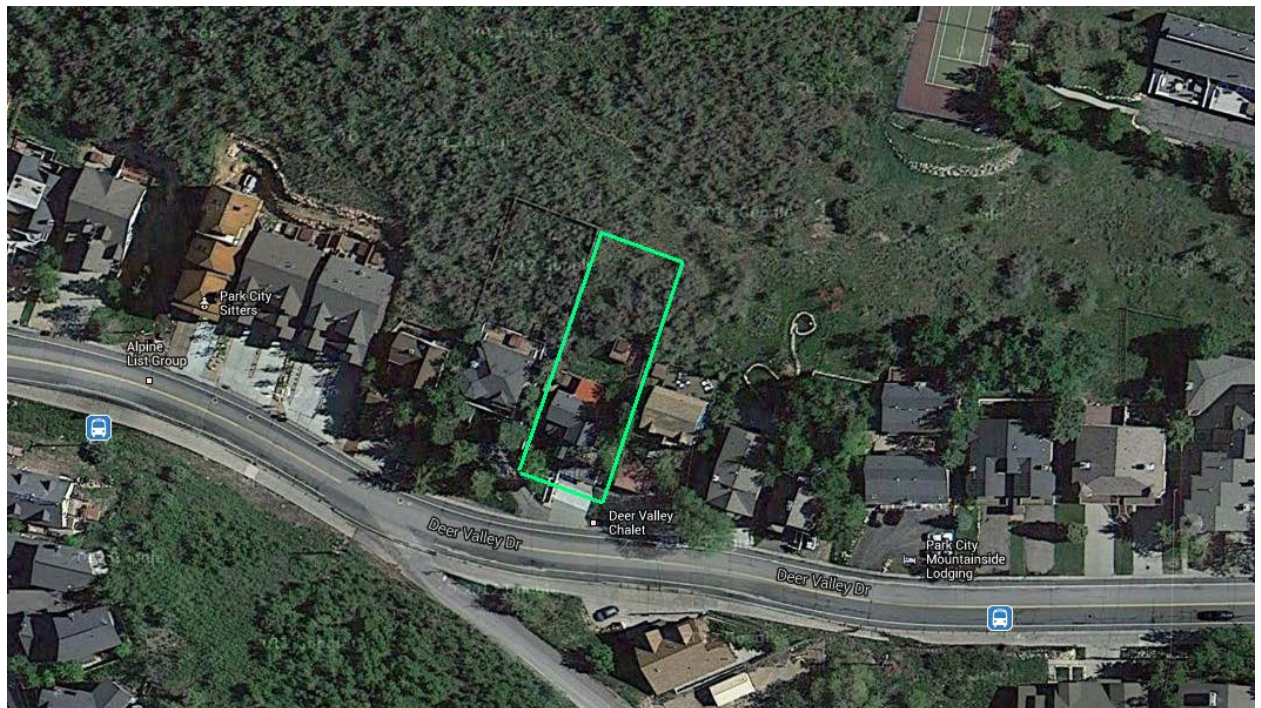
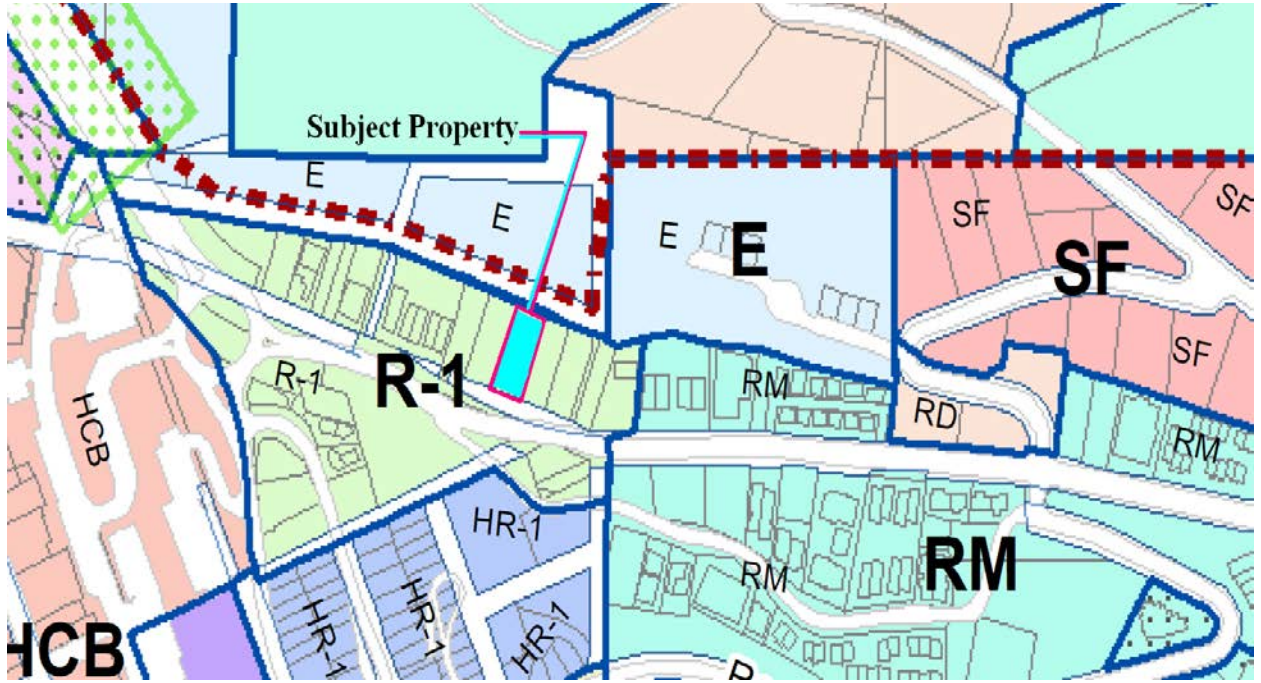
ATTEST:

City Recorder

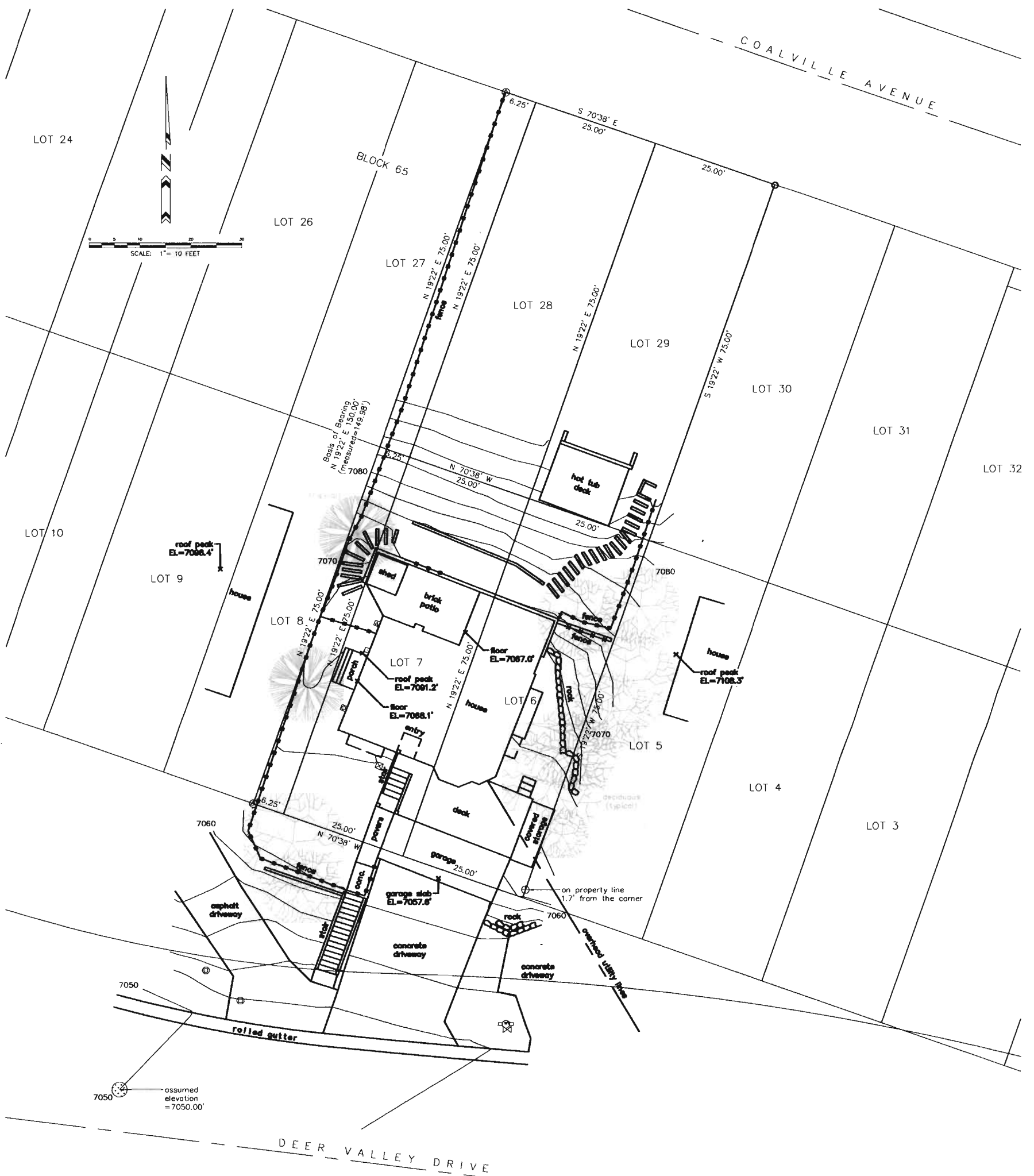
APPROVED AS TO FORM:

Mark Harrington, City Attorney

VICINITY MAPS



Park City Survey Block 65, Lots 6, 7, 28, 29 and a portion of Lots 8 & 27



NARRATIVE

1. Survey requested by: Diona J. Thompson.
2. Purpose of survey: locate the deed description, the improvements and the topographic relief.
3. Basis of survey: found property monuments as shown.
4. Date of survey: April 22, 2013.
5. Property monuments found as shown.
6. Located in the Southeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
7. See the official plots of The Park City Survey for other possible easements, restrictions or setbacks.
8. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
9. An elevation of 7050.00 feet, from the U.S.G.S. Quad. Map 'Park City East', was assigned to the top of the sewer manhole lid in Deer Valley Drive, as shown.
10. See the previous survey recorded as Survey File No. S-4422 in the office of the Summit County Recorder.

Legend

- ⊕ Found rebar & cap—LS 173736
- ⊕ Found rebar & cap—LS 6164
- ⊕ Found rebar & cap—LS 8700
- ⊠ Electric meter
- ⊠ Telephone box
- ⊠ Gas meter
- ⊠ Water meter
- ⊠ Irrigation box
- ⊠ Water valve
- ⊠ Fire hydrant
- ⊠ Sewer manhole


Alpine Survey, Inc.
 19 Prospector Drive
 Park City, Utah 84060
 (435) 655-8016

DEED DESCRIPTION

All of Lots 6, 7, 28 and 29, Block 65, Amended Plat of the Park City Survey, according to the official thereof, on file and of record in the office of the Summit County Recorder, State of Utah.
 Also, The Easterly 6.25 feet of Lots 8 and 27, Block 65, Amended Plat of the Park City Survey, according to the official plot thereof on file and of record in the office of the Summit County Recorder, State of Utah; containing ±8,437.5 sq.ft.

SURVEYOR'S CERTIFICATE

I, J.D. Goiley, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said survey.

Date **RECEIVED** J.D. Goiley RLS#359005

MAY 08 2013

PARK CITY
PLANNING DEPT.

415 Deer Valley Drive
a replat of Block 65, Lots 6, 7, 28 & 29
and a portion of Lots 8 & 27



Legend

- ⊕ Found rebar & cap-LS 173736
- ⊙ Found rebar & cap-LS 6164
- ⊙ Found rebar & cap-LS 8700
- ④15 Address on Deer Valley Drive

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these presents that Diana J. Thompson, Trustee of the Diana J. Thompson Family Trust, dated November 16, 2011, owner of the hereon described 415 Deer Valley Drive Subdivision, Block 65, Park City Survey, having caused this Plat Amendment to be made, does hereby consent to the recordation of this Record of Survey Plat in the office of the County Recorder of Summit County, Utah in accordance with Utah Law. Also, the owners hereby irrevocably offer for dedication to the City of Park City all the streets, land for local government uses, utilities and easements shown on the plat in accordance with an irrevocable offer of dedication. In witness whereof, the undersigned has set her hand this ____ day of ____ 2013.

By: _____
Diana J. Thompson
Trustee, Diana J. Thompson Family Trust

ACKNOWLEDGEMENT

STATE OF UTAH
County of Summit:

On this ____ day of ____, 2013, Diana J. Thompson, Trustee of the Diana J. Thompson Family Trust dated November 16, 2011, personally appeared before me, the undersigned Notary Public in and for said State and County, who after being duly sworn, acknowledged to me that she is a Trustee of the Diana J. Thompson Family Trust, the owner of 415 Deer Valley Drive Subdivision, and has signed the above Owner's Dedication and Consent to Record freely and voluntarily for the purpose set forth hereon.

My commission expires: _____
NOTARY PUBLIC
RESIDING IN ____ COUNTY, ____



NARRATIVE

1. Survey requested by: Diana J. Thompson.
2. Basis of survey: found property monuments as shown.
3. Date of survey: April 22, 2013.
4. Property monuments found as shown.
5. Located in the Southeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
6. The owners of the property should be given of any items affecting the property that may appear in a title insurance report.
7. See the previous boundary survey recorded as Survey File No. S-4422 in the office of the Summit County Recorder.

DEED DESCRIPTION

All of Lots 6, 7, 28 and 29, Block 65, Amended Plat of the Park City Survey, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, State of Utah. Also, the Eastern 0.25 feet of Lots 6 and 27, Block 65, Amended Plat of the Park City Survey, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, State of Utah.

LEGAL DESCRIPTION

415 DEER VALLEY DRIVE SUBDIVISION

Beginning at the Southeastern Corner of Lot 6, Block 65, Park City Survey, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, Summit County, Utah; and running thence along the Southern line of Lots 6, 7 and 8 of said Block 65, North 70°38' West, 56.25 feet to a point that is 6.25 feet from the Southeastern Corner of said Lot 6; thence North 19°22' East, 150.00 feet to a point on the Northern line of Lot 27 of said Block 65, 6.25 feet from the Southeastern Corner of said Lot 27; thence South 70°38' East, along the Northern line of Lots 27, 28 and 29 of said Block 65, 56.25 feet to the Northeastern Corner of said Lot 29; thence South 19°22' West, along the Eastern line of said Lots 29 and 6, 150.00 feet to the Point of Beginning; containing 8,437.6 square feet, more or less.

SURVEYOR'S CERTIFICATE

I, J.D. Galley, a Registered Land Surveyor as prescribed by the laws of the State of Utah and holding License No. 359005, do hereby certify that I have supervised a survey of the hereon described property and that this plat is a true representation of said survey.

Date: _____ J.D. Galley RLS#359005

RECEIVED

MAY 08 2013

PARK CITY PLANNING DEPT.

Alpine Survey, Inc.
18 Prospect Drive
Park City, Utah 84097
(435) 655-8016

SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN
WATER RECLAMATION DISTRICT STANDARDS
ON THE ____ DAY OF ____, 2013.
BY: SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS ____ DAY OF ____, 2013
BY: CHAIRMAN

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS ____ DAY OF ____, 2013
BY: PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ____ DAY OF ____, 2013
BY: PARK CITY ATTORNEY

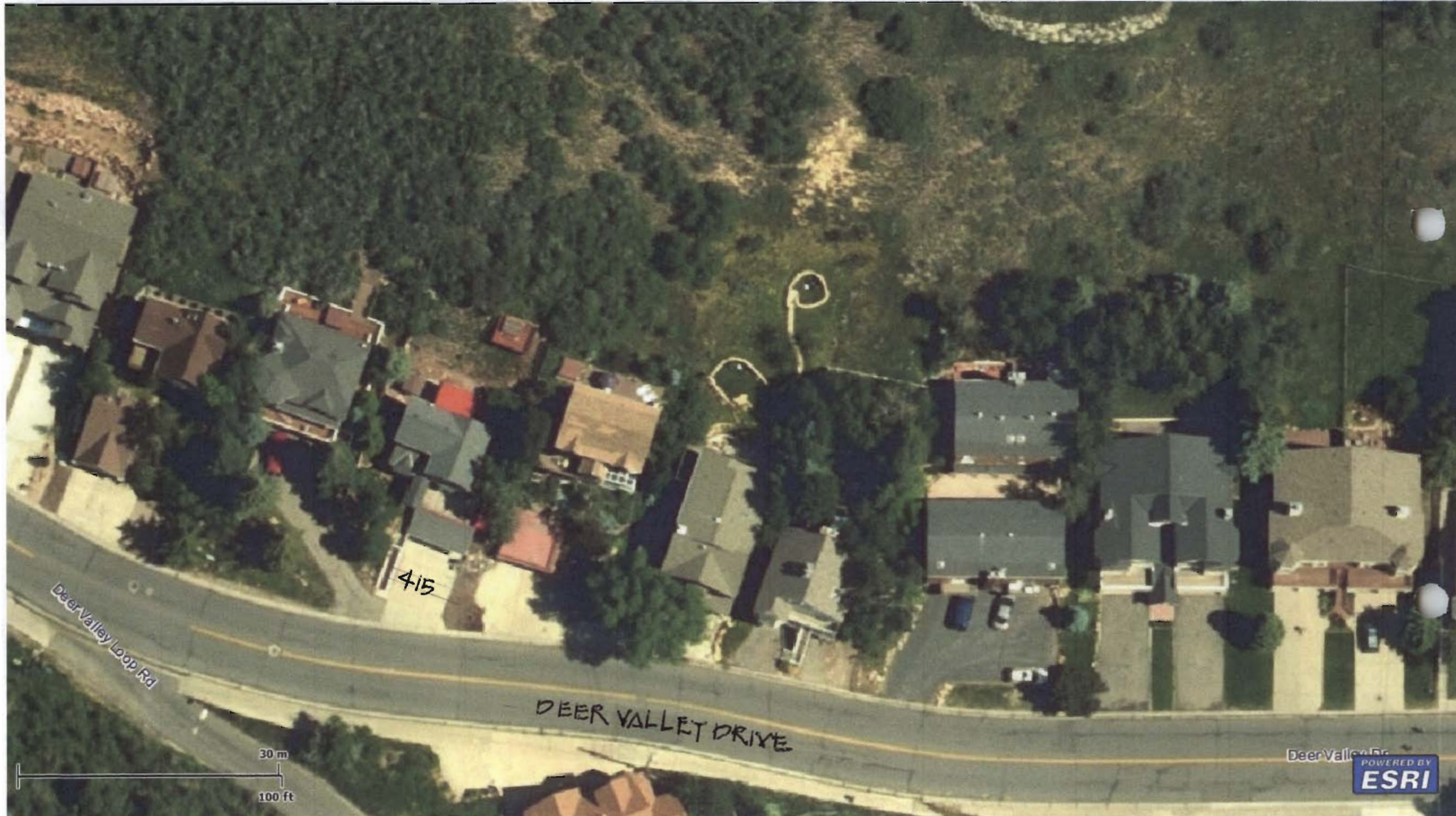
CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY
MAP WAS APPROVED BY PARK CITY
COUNCIL THIS ____ DAY OF ____, 2013
BY: PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS ____ DAY OF ____, 2013
BY: MAYOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF ____
DATE: ____ TIME: ____ BOOK: ____ PAGE: ____
FEE: ____ RECORDER: ____

Park City Map

Provided by Park City GIS



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3. The proposal is not historically compatible with other buildings within the HRL District, or areas nearby with respect to setbacks, height, mass or scale.
4. The proposed development does not meet the intent of the maximum height requirement restriction of no more than three (3) stories as required in LMC §15-2.1-5(B).
5. The reasonably anticipated detrimental effects of the proposed home and garage buildings on a steep slope cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with the applicable standards specifically LMC §15-2.1-6(B)(1-2) and (6-9).

Order

The Steep Slope Conditional Use Permit for the proposed new single-family dwelling 30 Sampson Avenue is hereby denied for the reason specified within the Findings of Fact and Conclusions of Law listed herein.

**2. 415 Deer Valley Drive – Plat Amendment
(Application PL-13-01910)**

Planner Matt Evans reviewed the application for a plat amendment to combine four Park City Lots and two partial lots into one new lot of approximately 8200 square feet. There is an existing home on the property and the applicant is contemplating an addition to the home. In order to achieve the addition the applicant is required to consolidate the lots into one parcel.

Planner Evans distributed copies of an illustration and noted that the green color identified what exists on the site and the blue color indicated what was being proposed. He had also added a proposed deck.

Planner Evans stated that the applicant was also aware that the back part of the property, which has frontage on to platted, but unbuilt Coalville Avenue, is a steep area and they do not contemplate future development in that area. Therefore, the applicant proposes a non-building limit just beyond the hot tub. The area is approximately 3,375 square feet or 60' x 56.25 feet.

Planner Evans noted that page 189 of the Staff report incorrectly showed the lot width as 50 feet. The correct lot width is 56.25.

Commissioner Savage asked if the unbuildable area described included the setback areas. Planner Evans replied that this was correct. He explained that the setback area was shown on the illustration to give an idea of how the house fits within the setback area now, as well as what the applicant was proposing. He stated that the setbacks were the typical 5-foot, 10-foot rear, 15-foot front yard setbacks as required by the zone.

Planner Evans remarked that the garage encroaches over the front property line. As indicated in the Staff report, there is a discrepancy between the built right-of-way and the actual platted right-of-

way of approximately 30 feet, and it occurs where Deer Valley and Heber Avenue meet. Planner Evans believed the house was built around 1977. The applicant would be required to obtain an encroachment agreement from the City Engineer for the garage as it currently extends over the front property line.

David White, the project architect, was available to answer questions on behalf of the applicant.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Hontz stated that if the plat amendment was approved and the applicant proposed new additions, with the garage already has a zero setback, she asked if they would be further impacting a non-conforming use. Planner Evans stated that if the applicant wanted to do anything with the garage, including tearing it down, she would be required to conform to the setback requirement.

Assistant City Attorney McLean explained that under there is a non-conforming use section under the Code which states that the degree of non-conformity cannot be increased. Any change to the garage would have to comply with that Code section.

Commissioner Hontz asked about fencing. She noted that one of the neighbors had fenced around their entire hillside and it is an eyesore and it impedes wildlife movement. She recommended that they prohibit fencing along the proposed non-buildable area or behind the deck.

David White noted that the original site plan shows a fence along both sides of the property line. He asked if the existing fence would have to be taken down. Commissioner Hontz pointed out that the existing fence belongs to the neighbor. Diana Thompson, the applicant, stated that there are stacks of wood in areas where the fence has come down. She was unsure who owned the fence. Mr. White informed Ms. Thompson that the fence was shown on her property. He noted that on the east side the fence was shown going up as far as the hot tub. On the west side it was shown going all the way up.

Director Eddington thought it looked like the neighbor's fence was on Ms. Thompson's property. The Commissioners agreed. Commissioner Hontz assumed that the applicant would not want the neighbor to rebuild the fence on her property. Therefore, the neighborhood would have to go through the process to build the fence on their property. Assistant City Attorney McLean pointed out that the Code only requires permits for fencing over 4 feet.

Commissioner Hontz referred to page 193 of the Staff report, Finding of Fact #11. She felt the language was confusing and the finding should be revised to indicate that future development must meet the setback requirements at the time of application. Commissioner Hontz corrected Condition

of Approval #6 to indicate that there was only one ten foot (10') wide public snow storage easement. The word "easements" should be changed to "easement."

Commissioner Strachan thought Finding of Fact #11 could be deleted because the Code would address the setbacks for future development. Commissioner Hontz agreed.

Director Eddington suggested a revision to Finding # 7 to replace the word "non-conforming" with "non-complying". The revised Finding would read, "The homes is **non-complying** with respect to the front yard setback requirement, and the existing garage has a zero foot setback where fifteen feet is required."

Commissioner Hontz asked if the Commissioner thought Condition #4 needed further clarification regarding the non-buildable area and fencing. Director Eddington recommended adding a sentence to Condition #4 stating that, "This no-build area shall include all structures (e.g. buildings, fencing, etc.). No vegetation shall be disturbed in this area." The Commissioners were comfortable with the revision to Condition #4 as stated.

MOTION: Commissioner Thomas moved to forward a POSITIVE recommendation to the City Council for the plat amendment a 415 Deer Valley Drive based on the Findings of Fact, Conclusions of Law and Conditions of Approval found in the draft ordinance and as amended. Commissioner Wintzer seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 415 Deer Valley Drive

1. The property is located at 415 Deer Valley Drive within the Residential (R-1) District.
2. The overall property is made up of four (4) full Park City Survey Lots and two partial lots totaling 8,437 square feet.
3. There is an existing home on the property that straddles two lots.
4. The applicant is proposing to combine the lots in order to construct a rear addition to the home, as well as an interior remodel. The plat amendment is necessary due to the fact the home straddles two lot lines and the required setbacks would encroach on the other two lots (as well as the partial lots).
5. Although the existing home is near Old Town, it is not historic and is not identified on the Historic Sites Inventory.
6. There is a discrepancy between the platted location of where the Heber Avenue and Deer Valley Drive rights-of-way converge and the physical location of Deer Valley Drive, which has left a gap of approximately twenty-five to thirty feet (25'-30') between the street and the garage.

7. The home is non-complying with respect to the front yard setback requirement, and the existing garage has a zero foot (0') setback where fifteen feet is required.

8. The property has frontage onto both Deer Valley Drive and Coalville Avenue. However, Coalville Avenue is not a built roadway, and is likely never to be built due to the steep terrain of its location.

9. The proposed lot meets and exceeds the minimum lot size established in the R-1 District, as the minimum lot size is 2,812, and the proposed plat amendment will create a lot of 8,437 square feet.

10. Potential development on the property is limited by the steep terrain in the rear. For this reason, the applicant has voluntarily agreed to limit the potential development area within the back 60 feet of the proposed lot.

Conclusions of Law – 415 Deer Valley Drive

1. The plat amendment is consistent with the Park City Land Management Code and applicable State law regarding subdivisions.

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.

4. There is Good Cause to approve the proposed plat amendment as the plat does not cause undo harm on any adjacent property owners because the proposal meets the requirements of the Land Management Code and all future development will be reviewed for compliance with requisite Building and Land Management Code requirements.

Conditions of Approval – 415 Deer Valley Drive

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. Modified 13-D sprinklers will be required for new construction as required by the

Chief Building Official at the time of review of the building permit.

4. A proposed no-build area shall be shown on the final mylar which delineates the rear sixty feet (60') of the lot as a "non-buildable area." This no-build area shall include all structures (e.g. buildings, fencing, etc.). No vegetation shall be disturbed in this area.

5. The garage encroachment agreement from the City Engineer will be required prior to the recording of the plat.

6. A ten foot (10') wide public snow storage easement will be required along the Deer Valley Drive side of the property only.

**3. 124 Norfolk Avenue – Plat Amendment
(Application PL-13-01880)**

Commissioner Thomas recused himself and left the room.

Planner Astorga reviewed the application for a plat amendment to accommodate an addition to an existing non-historic structure at 124 Norfolk. The request was to combine 2-1/2 Old Town lots into one lot of record. Summit County records indicated that the existing structure was built in 1981 and it was constructed over two lot lines.

Planner Astorga reported that the applicant had also submitted a Historic District Design review for a proposed remodel and a small 46 square foot addition to the existing house, but within the current footprint, which is 2-1/2 lots of record. Planner Astorga pointed out that the applicant could not move forward with a remodel or the addition until the platted lot lines are moved.

Jonathan DeGray was present to answer questions on behalf of the applicant.

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

Chair Worel asked about the encroachment of the retaining wall onto 52 King Road, as stated in the Staff report. Planner Astorga replied that a woodie retaining wall encroaches onto the property by a foot or less. He noted that a condition of approval requires the applicant to resolve the issue by working out an encroachment agreement with the neighboring property owner. Removing the retaining wall would be another option if the applicant and the neighbor could not come to an agreement. Chair Worel asked if removing the retaining wall was realistic. Planner Astorga replied that it was not a realistic solution, but the adjacent property has to approve the encroachment of the wall in its existing location. He noted that it could become a civil issue between the two owners. Planner Astorga pointed out that if the applicant could not resolve the issue with the neighbor, the retaining wall would need to be moved and relocated fully on their property.