



## **AGENDA**

### **MEETING CALLED TO ORDER – 5:30 PM**

#### **ROLL CALL**

#### **ADOPTION OF AUGUST 14, 2013 MEETING MINUTES**

#### **PUBLIC COMMUNICATIONS – *Items not scheduled on the regular agenda***

#### **STAFF AND BOARD COMMUNICATIONS/DISCLOSURES**

#### **CONTINUATION(S) – *Public hearing and continue as outlined below:***

510 Payday Drive – Plat Amendment <i>Public hearing and continuation to September 11, 2013</i>	PL-13-01945 <i>Planner Whetstone</i>
2519 Lucky John Drive – Plat Amendment <i>Public hearing and continuation to September 11, 2013</i>	PL-13-01980 <i>Planner Evans</i>
LMC – Amendments to Chapter 2.4 – HRM District <i>Public hearing and continuation to September 11, 2013</i>	<i>Planner Astorga</i>

#### **REGULAR AGENDA - *Public hearing and possible action:***

7905 Royal Street – Record of Survey Amendment <i>Public hearing/possible recommendation to City Council</i>	PL-13-01968 <i>Planner Whetstone</i>
1555 Iron Horse Drive – Extension of a MPD <i>Public hearing/possible action</i>	PL-13-01963 <i>Planner Astorga</i>
331 McHenry Avenue – Appeal of Staff’s Determination <i>Quasi-judicial hearing/possible order</i>	PL-13-01959 <i>Planner Astorga</i>

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



**PARK CITY PLANNING COMMISSION  
DRAFT WORK SESSION MINUTES  
AUGUST 14, 2013**

PRESENT: Nann Worel, Brooke Hontz, Stewart Gross, Jack Thomas, Mick Savage, Adam Strachan, Thomas Eddington, Francisco Astorga, Anya Grahn, Polly Samuels McLean.

The Commissioners held a site visit at 1103/1105 Lowell Avenue prior to the meeting to tour the site.

**WORK SESSION ITEMS**

**1103/1105 Lowell Avenue – Steep Slope Conditional Use Permit  
(Application PL-13-01867)**

Planner Astorga noted that this was a work session discussion for a steep slope conditional use permit at 1103/1105 Lowell Avenue. The purpose of the work session was to address several items identified in the Staff report. The property is in the HR-1 District and there have been past discussions regarding this site. Planner Astorga explained that once the General Plan is updated and after a City-wide study, it is likely that this portion of Lowell Avenue West would get rezoned. The Staff report included the minutes from previous discussions where the Planning Commission approved a plat amendment to combine the site.

Planner Astorga reported that the site is approximately 8,000 square feet, 2-1/2 lots in width at approximately 62 feet. It is just shy of 5 lots of record. Planner Astorga stated that in 1978 a duplex was built as an allowed use in the HR-1 District. Following that, the Code changed and a duplex became a conditional use that requires Planning Commission approval. The existing duplex is considered a non-conforming use because it did not have Planning Commission approval. Planner Astorga noted that the Staff report outlined issues with the existing duplex in terms of side yard setbacks and height.

Planner Astorga stated that over a year ago the applicant submitted a plat amendment application to combine all the lots into one lot of record. At that time the Planning Commission forwarded a positive recommendation to the City Council and the Council ultimately approved the plat amendment. The applicants later applied for the proposed single-family dwelling to be located towards the rear portion of the lot.

Planner Astorga remarked that the Staff interprets the LMC to only allow one primary structure. Since there would be two primary structures with the duplex and the proposed single-family dwelling, the applicant expressed a willingness to submit a condo plat. Planner Astorga explained that a condo is not a use; it is a type of ownership. Some projects in Old Town, specifically in the HR-1 zone, have been approved through a condo plat. Parkwood Place is one example. The City was currently entertaining another

application on Echo Spur in the HR-1 zone to also be approved as perceived single family lots; however they would be platted as condos and sold separately.

Planner Astorga reiterated that the Land Management Code does not specifically address condos as a type of use. A condo may be a multi-unit building or it could be single-family dwellings.

Planner Astorga referred to the discussion points outlined in the Staff report.

Use/Condominium Record of Survey. The Planning Commission was asked whether they would support a condo plat if the proposal meets the base density, which is based on the shy of five Old Town lots of record.

Footprint. In the HR-1 zone the maximum building footprint regulation is dependent upon the size of the lot per the footprint formula found in the LMC. Once the units become condos there are no lots. The units would be separated by common space, common ownership and common area. Because the Code does not address the footprint for a condo unit, the Staff derived a concept called "the perceived lot area". On a perceived lot they would use the same footprint formula to determine the maximum building footprint for the proposed building. Planner Astorga pointed out that the footprint discussion was tied to the condominium discussion.

Height When the Staff reviewed the plans presented by the applicant, they found some issue related to the height. With the 2009 changes the Code was amended to require a 10 foot horizontal step on the third story. The Staff was in disagreement with the project architect regarding interpretation of the Code. The architect's interpretation is if the structure is hidden behind another structure it is not required. Planner Astorga remarked that that there was room for interpretation since there is an existing duplex exposed from the public right-of-way.

Planner Astorga noted that another issue related to the building height is that the entire structure is a flat roof. The Code allows for flat roofs if it is a green roof. However, a portion of the proposed structure is not a green roof per the definition which requires planted material. If the Staff was interpreting the Code correctly, the portion without the green roof would need to have the mandate roof pitch of 7:12 to 12:12.

Planner Astorga referred to the cross section on page 7 that was submitted by the applicant. He noted that the structure itself was not taller than three stories. However, some have indicated that the parking garage as shown was not connected as part of the structure. The initial interpretation is that because it is not part of the structure it is not a fourth story. The Staff was looking for input on whether that interpretation was correct.

Steep Slope CUP Criteria. The applicant's analysis was identified in italics on page 7 of the Staff report, which was their finding for how they meet Criteria 1 through 9 of the Steep Slope CUP Criteria listed on page 11.

Planner Astorga summarized that the items for discussion this evening were 1) how the condo relates to the use; 2) the footprint analysis and height analysis and whether the Staff erred in their interpretation; 3) review of the criteria for a Steep Slope CUP.

Craig Elliott, the project architect, stated that he was asked to look at several different options and he has been looking at this property for a number of years. They were originally looking at replatting to create two separate lots in the back until the Snyderville Basin Sewer District would not sign off on the plat amendment because they would not service the building across the side yards of an existing property. Planner Astorga explained that the Sewer District would not allow a lateral over an easement.

Mr. Elliott reported that the applicants came back and started a process with Staff to look at the property as one lot of record and condominiumized it and set separate buildings on the property. Mr. Elliott presented an aerial photograph showing the existing duplex and the rear of the building. He thought the site plan showed what they were conceptually trying to do as a piece of architecture.

Mr. Elliott thought it was important to understand their goals. They looked at the site as being a transition place, similar to the transition between Main Street and historic residential. They were trying to create a building that transitions between the built environment and natural environment. Looking at the site from one side or the other, it becomes more landscaping or it becomes more building. Mr. Elliott believed this was an intelligent way to embrace the existing site and the surrounding areas and use the roof top structures to become more landscaped in the center. Mr. Elliott indicated areas with solar panels. He requested input from the Planning Commission as to whether putting PV panels on the roof would consider it to be a green roof. The goal was to encourage and create alternative energy use. If PV panels do not qualify, they would move towards a vegetative roof. Mr. Elliott believed it was worth having a discussion about PV panels.

Mr. Elliott presented a slide showing the floor plans. Commissioner Thomas asked if there was a garage plan. Mr. Elliott replied that there was no garage. There is a parking area behind the existing space. He showed how they put a cover over it and put a green terrace area over the top of that space. Mr. Elliott explained that it would be an open parking plan. Commissioner Gross understood that it would be a carport with a green roof. Chair Worel asked if it would have a door. Mr. Elliott replied that it is an open parking plan without a door. It is a terraced area with parking underneath.

Mr. Elliott reviewed the plans and noted how the structure engages with the landscaping as

it moves up the hillside. Mr. Elliott pointed out that the flat roof reduces the shadow line. He presented a study of the landscape and noted that the orange translucent plane on top was 27' above the existing ground. He tried to show the reference of the two buildings that are most closely associated with the project. The existing building in the front breaks the plane at the peak of the roof. The building in the rear does not break the plane of the height requirements. Mr. Elliot noted that they had worked within the footprint, setback and height requirements and they were not asking for any exceptions.

Mr. Elliott reviewed the elevations. He presented a view analysis. From the cross canyon view the duplex was centered in the middle and the building behind it could be seen slightly behind it. From the view above Lowell, Mr. Elliott pointed out that the new structure, the existing duplex to the right and the existing duplex to the left was the neighbor. Another photo was taken from Lowell looking uphill. To the right of the structure was the neighbor's duplex, an exposed area of the new structure was in the center, and to the left behind the evergreen trees was the existing duplex on the property.

Chair Worel asked for the height of the retaining wall. Mr. Elliott replied that each one is stepped with landscaping in between and he believed the tallest portion was approximately 6 feet. There are terraced retaining walls throughout the property.

Commissioner Thomas asked for the percentage of slope across the center point of the structure of the lot. Mr. Elliott was unsure of the exact percentage without looking at the slope calculation.

Commissioner Hontz noticed that the applicant/owner listed was different from the listed owner of the duplex. She asked if the owner of the existing duplex would need to be represented in the application, or if the applicant was the owner of the entire lot. Planner Astorga replied that the applicant owned the entire lot. Commissioner Hontz thought that was unclear in the Staff report.

Commissioner Hontz referred to the setbacks and asked if Planner Astorga had done an analysis of the structure. Planner Astorga stated that he did an analysis and found no major concerns or issues, which is why it was not included as an issue for discussion. He asked if Commissioner Hontz had any concerns related to the setbacks. Commissioner Hontz stated that Planner Astorga had done a nice analysis of the other components and she wanted to know what the setbacks were in comparison. Planner Astorga noted that the setbacks were found on the plat amendment analysis on page 33. The lot is 62 feet; therefore, the minimum setbacks are five feet with a 14-foot total. Commissioner Hontz asked if the driveway could go in the side yard. Planner Astorga replied that the driveway could be in the side yard. Commissioner Hontz wanted to make sure an analysis was done on the front structure because it related to her next question. Commissioner Hontz referred to a drawing on page 45, which showed that all of the access to the properties comes off of

Lowell, enters into a driveway or parking pad, and then enters into additional driveways or garages. Commissioner Hontz noted that the properties do not touch Lowell and there is an x-number of feet between where Lowell Avenue ends and the property line begins. Mr. Elliott zoomed in the survey to show that the front property line does touch the edge of the Lowell right-of-way. Commissioner Hontz clarified that built Lowell is where they see Lowell described and the curb and gutter. She believed that built Lowell was different than the right-of-way of where it could be built.

Commissioner Savage stated for the record that he would like the Planning Department to find a way to upgrade the equipment so the format they see in the presentations are the same as the format in the Staff report.

Commissioner Hontz asked if Lowell Avenue was a private road. Planner Astorga replied that Lowell Avenue is a public road. Commissioner Hontz wanted to know what the transition slope would be from the property line into the driveway and up to the proposed driveway area from the existing Lowell Avenue and not just the right-of way. Planner Astorga stated that the difference was 2-foot vertically, as shown on the survey.

Comparing page 45 of the Staff report to what was shown on the screen, Commissioner Hontz stated that the reason people have to access Lowell the way they do is because Lowell was not built to the full right-of-way. Planner Astorga pointed out built Lowell Avenue, the portion of the right-of-way that was not built to the full width, the property line, and the private easement that allows people to access the development to the south. Commissioner Hontz thought it was incorrect to say that the property line goes to the edge of built Lowell, because the property line does not go higher as indicated on the screen and the right-of-way exists where Lowell could be extended, if desired by the City, between existing Lowell Avenue and the property boundary. Planner Astorga concurred.

Mr. Elliott stated that the right-of-ways are larger than the road sections in every City street. Commissioner Hontz disagreed and named Daly, Ontario and Marsac.

Chair Worel asked if North Star Road was platted but not built. Planner Astorga stated that it was the easement but not a platted right-of-way.

Chair Worel called for public comment.

Brett Adams, the owner and resident at 1109 Lowell Avenue, stated that he had met the applicants a few times and he believed the design Craig Elliott put together was amazing. He would like the applicants to have their dream home, but as proposed and designed, it was inappropriate to have that dream home on this site. Mr. Adams noted that the property is zoned for one unit and he believed the condominiumization was a way to put multiple buildings in an area where there is only one building per lot. Mr. Adams pointed out that

the existing duplex is out of compliance. He remarked that where the Commissioners walked during the site visit by the hot tub would be the top of the carport. The excavation would go down approximately ten feet and there would be between a 40-45 foot vertical wall that would be the front façade of the proposed building. Mr. Adams stated that there was nothing to prevent the owners from tearing down the existing duplex in the future. If that happened it would create a huge wall effect. He commented on the green space. He has lived in his home for seven years and five months of the year it is white space. There is significant plowing on Lowell and during heavy winters the snow needs to be trucked out. The driveway could only succeed if it were heated. There is no way to plow it and if they blow it, it would blow into the windows of his unit. Mr. Adams remarked that the renderings show a nice green space coming out in front of his place. However, he can barely get into his garage three or four months of the year because of all the snow plowing. He stated that according to the guidelines the structure should follow the terrain. He did not see how a 40-foot front façade follows the terrain. The guidelines also state that the structure should be appropriate with adjacent properties. He noted that there are very big properties in that location, but they all have setbacks and they all contour back into the mountain. The proposed structure is not stepped at all. Mr. Adams believed the existing duplex creates a wall effect with the road because it is built more forward than the other units in the area. He thought that creating a unit ten feet higher and protruding behind it would only exacerbate the wall effect from the road.

Mr. Adams believed it was an issue of density. The lot is 8,600 square feet and they were looking at putting almost that same amount in built space. There would be 3000+ square feet in the existing duplex and 4500+ feet in the proposed new unit. Mr. Adams felt that was too much density in the historic district.

Mr. Adams commented on the retaining wall. Without the middle terrace the retaining wall would be a very steep drop and potentially fatal if someone fell. Mr. Adams stated that he has lived in Park City for 20 years and it is no longer the piece of Park City that he tried to purchase.

There were no further comments.

Planner Astorga stated that he had calculated the slope in response to an earlier question, and the slope is 33.3% from the back of the structure all the way to the very rear. The slope on the area from the rolled gutter half way up was approximately 24%. Planner Astorga clarified that both calculations were the existing slopes.

Commissioner Savage asked if this application would be before the Planning Commission if it was not a steep slope situation. Planner Astorga stated that it would require Planning Commission approval; however they would still be trying to figure out the condominium/use. Commissioner Savage wanted to know how that would be figured out, absent Planning

Commission participation. Planner Astorga believed that issue would come before the Planning Commission as the land use authority for interpretations. Assistant City Attorney McLean stated that it would come to the Planning Commission in one of two ways. The first is that the Staff would make a determination and if someone appealed their decision, it would come before the Planning Commission.

Commissioner Hontz remarked that if the proposed project was not a steep slope the design would be different and it would not have the issues they were reviewing. Commissioner Savage clarified that he asked the question because he was trying to understand what role the Planning Commission would have related to the question of the condominiumization of the lot versus leaving it as a single family lot.

Assistant City Attorney McLean stated that it could also come to the Planning Commission as a work session if the issues were unresolved. Commissioner Savage asked if the Planning Commission was empowered to make the decision on whether or not the lot can be condominiumized, and if they were in the position of making a positive or negative recommendation to the City Council. Assistant City Attorney McLean clarified that it was an interpretation of the Code. If it is the use within this context, it would be appropriate for the Planning Commission to make the decision. Commissioner Savage clarified that they would be making the decision and not a recommendation. Ms. McLean replied that this was correct.

Commissioner Hontz asked if the lot has an existing use that is non-conforming, would condominiumizing the lot further the non-conformance in use. She understood that the duplex was not changing, but they were significantly changing the lot and the relationship with other structures.

Director Eddington did not believe it would affect the non-conforming use as long as it has the footprint and the lot size. If it were non-complying in terms of setbacks or area, that would have an impact.

Commissioner Strachan asked about the common space. Director Eddington replied that it would not have an impact as long as it meets the footprint for the lot. Commissioner Strachan pointed out that the common space is shared by both the duplex and the new single family home; therefore the duplex acquires new common space, which it did not previously have. Director Eddington stated that if the common space was not built upon, it would not negatively impact it. There is not an open space requirement. It is only has a setback footprint requirement.

Francisco Astorga understood that Commissioner Strachan was asking if the garage was common space, if that would increase the level of non-conformity of the duplex. Commissioner Strachan stated that he believed any common space attributed to the

duplex would increase the level of non-compliance. Planner Astorga agreed that this was a gray area in terms of the condominium and the use.

Commissioner Hontz noted that it was also taking the lot from one main structure to two, which is non-complying. Only one main structure is allowed and the way to get around that is to condominiumize. However, doing that exacerbates one issue for another and still creates non-compliance. Commissioner Strachan asked if the applicant would have to apply for a subdivision to make it two lots. Planner Astorga replied that subdivision was a problem due to issues with the Sewer District. The only way around that would be to demolish the duplex.

Commissioner Strachan pointed out that this was a pivotal issue because if they could not address the condominium issue, then everything else related to this particular application becomes moot. Commissioner Hontz concurred.

Mr. Elliott asked if the applicants would be allowed to condominiumize the existing duplex. Planner Astorga believed they could. Mr. Elliott asked if there was really a difference between the two. Commissioner Strachan stated that if they designate additional common area that is owned by the members of the duplex, there would be a difference. Currently there is an existing duplex with property lines and defined interior space. It could be condominiumized, but if they attribute common space to any area beyond the property lines of the existing duplex, that creates a new property.

After further discussion regarding common area, Commissioner Thomas remarked that this was a legal issue that needed more research by the Legal Department.

Commissioner Thomas believed it was logical to have the parking area and it was logical to use it and have it covered. However, based on his interpretation of the Code, that becomes a fourth story, with or without a garage door. Mr. Elliott stated that he had the same question and he was looking for feedback from the Planning Commission. He noted that the garage was shown originally without the terrace over the top of it. They tried to leave the terrace open on two sides because the Building Code and the zoning classifies that three sides enclosed counts as building area. If the Planning Commission makes the decision that it could not be done, the terrace would be removed and the parking would be uncovered.

Commissioner Hontz believed this was a slippery slope. She referred to page 7 and noted that since this was one lot the secondary structure would have to be an accessory structure. She clarified that they would count the first floor of the duplex as the first floor. Commissioner Hontz recalled that the reason for enacting the third story limitation was to avoid the creep further up the hill and further back. Under the cover of the Steep Slope CUP the Planning Commission could make the decision that condominiumizing

would exacerbate what they were trying to prohibit by having a structure set back further up the slope with the elevation of the duplex plus the elevations behind it. She was certain that it was at least four stories without the parking pad.

Mr. Elliott stated that one of the zone discussions about height and stories was that when you have different structures you reset the stories. Commissioner Hontz stated that if the City intends to allow two structures on one lot in Old Town in the HR-1 District, the policy they have in place to prohibit creep up the hill is pointless. She would be willing to condominiumize this lot, but it would have to fit the standard of why all the other aspects of the LMC were enacted. Commissioner Hontz thought it was important to make sure that condominiumizing would not create more problems.

Commissioner Savage believed Mr. Elliott had done a good job of adhering to the philosophical discussion about the 27' height limit defining what can be done up and down the hill. The applicant should never be in a position to where the height of the property is above what they would be allowed to have as a maximum height. Therefore, the number of stories becomes irrelevant. In his opinion, what is not irrelevant is the fundamental question of whether they would have a right to build a secondary structure on what is essentially a single-family lot. Commissioner Savage believed they would be giving the applicant the ability to have three residences on what was approved as one lot of record.

Commissioner Strachan asked if Commissioner Savage was bothered by the lack of stepping. Commissioner Savage stated that based on site visits and photographs, he did not believe there was an issue with this particular design on this particular property that caused him concern about stepping. He thought the new structure would be obscured behind the duplex within the context of the design. Commissioner Savage clarified that the lack of stepping would be a problem if there was a huge differential, but he did not think the differential could be created on a steep slope without exceeding the 27' height. Commissioner Strachan asked how he would feel if the duplex was ever torn down. Commissioner Savage thought they should add a condition stating that the duplex could not be torn down.

Planner Astorga stated that if the duplex was historic the Staff would be comfortable with the condition as suggested by Commissioner Savage. However, because the duplex is not historic it could be demolished at any time in the future, which would leave the new structure completely exposed.

Chair Worel asked if the Planning Commission added a condition stating that the duplex could not be torn down, and it eventually was torn down, would the condition have any merit. Commissioner Strachan stated that they would have to rebuild a non-conforming structure.

Assistant City Attorney McLean recommended that if the Planning Commission wanted to add a condition of approval, it should address the objective of having another structure in front as a shield, rather than addressing the actual building form. The applicant has the right to tear down the duplex but the condition could require them to rebuild another structure in the front. Ms. McLean pointed out that it would not be an easy condition to enforce.

Commissioner Hontz noted that the Planning Commission still needed to address the first issue of two main structures and three main units on one lot. The initially reason is that it is prohibited by Code. If there is a creative solution around the Code, there would still be issues related to non-compliance with future development, such as meeting the existing height ordinance, access through driveways, snow shed, setbacks, etc. Commissioner Hontz emphasized the importance of dealing with the first issue because that would affect their discussion regarding the other aspects of the project.

Commissioner Thomas was concerned about cascading impacts throughout the HR-1 zone and the historic community if the proposed project occurs on this lot. If they start condominiumizing larger lots and allow the ability to create multiple structures, it would be contrary to the concerns and impacts they continually address in the historic neighborhoods. Commissioner Thomas stated that it was a troubling issue and he could not support the condominium aspect because of the cascading affect. However, rezoning the west side of Lowell Avenue, which has been recommended for many years, would be a way to move forward and allow larger buildings. Commissioner Thomas believed the answer may lie in a rezone, but he was not comfortable with the condominium aspect. Aside from the fact that this project was not right for the neighborhood, Commissioner Thomas liked the design and he encouraged the City to have more discussions about PV panels on green roofs.

Commissioner Strachan agreed that condominiumizing was the key issue. He believed stepping was the second biggest issue. Commissioner Strachan was unaware of any provision in the Code that says stepping is not required if the structure is shielded. He pointed out that one person's shield is another person's clear view. It was a subjective slippery slope and he was not willing to write an exception. The structure needs to be stepped like all the other structures in Old Town.

Commissioner Savage clarified that he misunderstood Commissioner Strachan's earlier question about stepping. He was thinking about stepping of the overall structure up the hill versus the Code requirement. Commissioner Savage agreed with Commissioner Strachan that the applicant should adhere to the Code regulation.

Commissioner Strachan thought the driveway access was another concern. He asked if a

retaining wall over 6 feet was allowed within the setback. Planner Astorga replied that it could be allowed through a conditional use permit. Mr. Elliott noted that the Code encourages terracing and that was what they did. He did not believe any of the walls exceeded 6 feet. Planner Astorga stated that with most of the CUPs he has been involved with, no one requests more than 6 feet for retaining walls on the side yard setback. However, this applicant has the ability to do so. Commissioner Strachan reiterated his concern with the driveway access. He read from the LMC, "Site design and building footprint must coordinate with adjacent properties to maximize the opportunities for open areas and preservation of natural vegetation to minimize driveway and parking areas and provide variation of front yard." Commissioner Strachan was not convinced that the driveway design maximizes the opportunity for open areas because it is right against the neighboring house.

Commissioner Hontz outlined her issues as follows:

- 1) The condominium process and having two primary structures on one lot.
- 2) To have the Legal Department research whether it would further the non-compliance based on the duplex as a non-conforming structure.
- 3) Height with the creep up the hill and the visual impact of it being four stories.
- 4) The uncertainty of whether the access meets Code in terms of coming off of Lowell and meeting the maximum grade from the right-of-way to 14%. It would also be tight to allow for snow removal even if they could meet the minimum grade between the edge of the driveway and the right-of-way.
- 5) She concurred with the Staff findings regarding the flat roof and it was counter to what they were trying to accomplish.
- 6) The applicant would need to address how garbage would get rolled down the 15%+ grade.
- 7) She agreed that this side of Lowell Avenue would be better suited for different zoning rather than spot zoned, to match the existing fabric of development. However, this particular proposal does not meet the existing fabric in terms of having a primary structure behind an existing primary structure. She would not be able to make a finding that the project meets the HR-1 zoning.
- 8) The reasons stated above would make it difficult to support Steep Slope CUP Criteria 3) access, 5) building location, 6) building form and scale, 8) building volume, and 9) building height at a minimum.

Commissioner Thomas did not believe the comments about preserving the existing structure was a realistic goal. Mr. Elliott remarked that it made sense to leave the duplex in place for a number of reasons. However, he would not want to restrict a future opportunity to do something great.

Planner Astorga noted that the proposal was a bold modern design and he asked the

Commissioners for their opinion on the design itself. They have seen very few modern designs and he believed it would be the trend. Assistant City Attorney McLean stated that within the context of the Steep Slope CUP it would be appropriate for the Commissioners comment on volume, mass, scale and compatibility. If the actual question was about the modern design, she recommended that they bring it back as a work session discussion related to the LMC in general and not specific to one designed project.

Commissioner Savage thought the modern design spoke to the issue of compatibility within the neighborhood. Commissioner Thomas remarked that it would be difficult to comment on the design without looking at the context of the HR-1 neighborhood. If they look at the balance of the HR-1 District he would struggle with compatibility. However, if the neighborhood was rezoned with different parameters and guidelines, it might work.

Commissioner Hontz concurred with Commissioner Thomas. If she limits her scope to size, scale, and massing within the context of HR-1, some aspects of the project would work very well elsewhere, but not in this neighborhood based on the parameters of the HR-1 zone.

Commissioner Thomas thought the question begged a broader conversation about modern design in the Historic District.

Mr. Elliott responded to some of the issues raised this evening. He stated that the 10' setback on the building façade was part of the discussion when the Code came into play. There was a big push to get the uphill lots to set back from the street to avoid a wall effect. He noted that the proposed building faces approximately 70 feet from the property line, which is five feet from the rear of the property line of the traditional piece. In looking at the context of the discussion when they decided to take the 10' setback from the building, it was about the relationship of breaking the mass and scale of the building and the experience from the street. Mr. Elliott remarked that he was surprised when the question came back from the Planning Department about stepping because in looking at the context and understanding the reasons for the 10' stepping, it was made in the context of a 25' x 75' lot. Mr. Elliott clarified that it was his assumption, which is why he designed the project as he did.

Mr. Elliott stated that the driveway is under the 14% slope, which is one reason for the retaining walls. Mr. Elliott supported a zone change. He pointed out that if the owners requested a zone change it would be a spot zone, and they were more than willing to submit a zone change request. Mr. Elliott believed that buildings behind buildings was completely in context with what was happening in the North Star subdivision.

Commissioner Thomas sensed a move in that direction with the General Plan discussion. Director Eddington noted that there have been several discussions regarding a rezone.

Simple mapping was done for the General Plan indicating areas of potential zone changes. This area was identified on the map.

Assistant City Attorney McLean stated that if the terrace is removed over the parking to address the issue of the four stories, she wanted to know how the driveway would comport with the requirement of 4 feet return to grade if the front door is ten feet above. Mr. Elliott replied that he could terrace the retaining to meet that requirement.

Mr. Elliott asked if a common underground parking garage would count as footprint. Director Eddington replied that an underground structure would count against the footprint; however, it was not clear in the Code. Planner Astorga pointed out that they were currently going through that discussion with Echo Spur and he recalled that they were not counting the underground parking as footprint. Mr. Elliott noted that the underground parking structures were not counted as footprint in the Sky Lodge project or the Parkwood Place project.

Brett Adams, a neighbor, asked to make an additional comment. Mr. Adams stated that if the applicant chose to tear down the existing duplex his views and position would be radically different. Secondly, as a homeowner, he was concerned with the discussion to potentially rezone his neighborhood in the future. His unit is already a condominium and his lot goes back as far as the applicants'. Mr. Adams thought they should think about the future and what they actually want the neighborhood to look like before they consider a rezone.

The Work Session was adjourned.



PARK CITY MUNICIPAL CORPORATION  
PLANNING COMMISSION MEETING MINUTES - DRAFT  
COUNCIL CHAMBERS  
MARSAC MUNICIPAL BUILDING  
AUGUST 14, 2013

COMMISSIONERS IN ATTENDANCE:

Chair Nann Worel, Brooke Hontz, Stewart Gross, Mick Savage, Adam Strachan, Jack Thomas

EX OFFICIO:

Thomas Eddington, Planning Director; Kirsten Whetstone, Planner; Francisco Astorga, Planner; Anya Grahn, Planner; Polly Samuels McLean, Assistant City Attorney

=====

REGULAR MEETING

The Commissioners met in work session prior to the regular meeting. The work session discussion can be found in the Work Session Minutes dated August 14, 2013.

**ROLL CALL**

Chair Wintzer called the meeting to order at 7:50 p.m. and noted that all Commissioners were present except for Commissioner Wintzer who was excused.

**ADOPTION OF MINUTES**

July 31, 2013

MOTION: Commissioner Strachan moved to APPROVE the Work Session Minutes of July 31, 2013 as written. Commissioner Savage seconded the motion.

VOTE: The motion passed unanimously.

MOTION: Commissioner Strachan moved to APPROVE the Regular Meeting minutes of July 31, 2013 as written. Commissioner Savage seconded the motion.

**PUBLIC INPUT**

Jim Tedford referred to his proposal and noted that the last time he attended a Planning Commission meeting he was told that his request would be addressed within three to five

months and he was unhappy with the response. Mr. Tedford believed he deserved a yes or no answer on whether or not the Planning Commission would consider his proposed changes to the Land Management Code. He clarified that he was not asking the Staff for consideration. He was asking the Planning Commission directly, as was his right per the LMC, to consider the proposed amendments to the Land Management Code. Per the LMC, he was requesting that the Planning Commission put his item on the agenda and to deal with it as promptly as possible.

Mr. Tedford noted that the Planning Commission was provided with copies of his proposal at a previous meeting. He reviewed this proposal as follows:

Title 15 LMC, Chapter 11 – Historic Preservation  
15-11-6 – Additional Duties

Mr. Tedford read, “In addition to the powers set forth in Section 15-11-5, the Historic Preservation Board may, at the direction of the City Council, participate in the design review....” He noted that the current language reads, “and participate in the design review of any City-owned project located within the Historic Zones.” Mr. Tedford proposed a change to the language to read, The HPB may, at the direction of the City Council, participate in the design review of **any** projects located within the Historic Zones.

Mr. Tedford stated that under the current language he understood that an applicant would have to spend \$500 to take it to the HPB for review. He also understood that the policy dragged the process on too long. Mr. Tedford thought the City Council should have the option to ask the HPB review a project. He clarified that it was only an option and the City Council would not have to do it. Mr. Tedford personally believed that the HPB does not have the power to do much of anything. If he has an issue, he was not willing to pay \$500 to have it reviewed by the HPB.

Mr. Tedford believed an important aspect of the LMC would be to give the HPB the opportunity for review without it being a financial hardship on the applicant.

Title 15 LMC, Chapter 11 – Historic Preservation  
15-11-10 – Pre-application Conference

Mr. Tedford read the current language of the second paragraph, “Each application shall comply with all the Design Guidelines for Historic Districts and Historic Sites unless the Planning Department determines that because of the slope of a proposed development certain guidelines are not applicable. If the Planning Department determines that certain guidelines do not apply to an application, the Planning Department Staff shall

communicate, via electronic or written means, the information to the applicant. It is the responsibility of the applicant to understand the requirements of the application.”

Mr. Tedford believed the current language opens the door to determining that nothing applies and the historic guidelines could be bypassed. Mr. Tedford suggested that they eliminate the language between the first and last sentence. The new language would read, Each application shall comply with all the Design Guidelines for Historic Districts and Historic Sites. It is the responsibility of the applicant to understand the requirements of the Application.

Mr. Tedford noted that the third paragraph states that, “Applications may be exempt from the Historic Design Review process, include, but are not limited to the following.” He thought the language should be changed to say that it was limited to the following. He again thought they were opening to the door to bypassing the Design Guidelines.

Mr. Tedford requested that the Planning Commission put this on the agenda, which he has the right to do; and they have the ability to say yes or no. He was not happy with having to wait for the Staff to put this on the agenda.

Mr. Tedford stated that since the last time he attended a Planning Commission meeting, he had read the old General Plan and the proposed Updated General Plan. From his reading, it appeared that some of the language was changed but it still covered the same subject. With regards to Historic Main Street, Mr. Tedford noted that the definition of integrity was included in the new General Plan, but he thought it refers to what already exists. It does not apply to new infill projects. He stated that the phrase that keeps coming up is in the new proposed General Plan is to, “maintain contact and scale of local historic district with compatible infill development.” Mr. Tedford thought the City needed to better define compatible. He spent time researching the definition of compatible and found several different meanings. He personally knows people who have different ideas of what constitutes compatibility in the Historic District. People will push the envelope unless the definition is very clear.

Commissioner Strachan guaranteed that if Mr. Tedford would draft black and white objectively applied criteria for compatibility, the Planning Commission would be much more eager to put it on the agenda. He noted that the Commissioners deal with compatibility every day, and they struggle because it is a subjective term.

Commissioner Thomas thanked Mr. Tedford for reading and providing input on the new General Plan. He informed Mr. Tedford that a joint session with the City Council was scheduled in September and he thought the definition of compatibility should be on the agenda as they go through individual pieces of the General Plan.

Mr. Tedford commended the Planning Commission for doing the right thing in terms of the MPD discussion. It went to the City Council and they passed the Planning Commission recommendation unanimously.

## **STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES**

Director Eddington reported that a joint meeting with the Planning Commission and City Council was scheduled for September 4<sup>th</sup>. It would begin the General Plan and policy discussions that stemmed from the task force meetings. He assumed the meeting would begin at 5:00 or 5:30 and he would notify the Commissioner when the meeting time was finalized.

Director Eddington understood that some of the Commissioners would be absent from the September meetings. Commissioners Savage, Strachan and Worel would not be in attendance on September 11<sup>th</sup>. Commissioners Hontz, Savage and Strachan would not be in attendance on September 25<sup>th</sup>. Chair Worel noted from the July 31<sup>st</sup> minutes that Commissioner Wintzer stated that he would be out of town from August 15<sup>th</sup> to September 1<sup>st</sup>. She assumed he would be able to attend the September meetings. Director Eddington would follow up with Commissioner Wintzer to make sure they would have a quorum on September 11<sup>th</sup> and 25<sup>th</sup>.

Assistant City Attorney McLean suggested that the Staff forward a copy of the finalized agenda to the Planning Commission. If anyone has a conflict and needs to be recused, the item could be rescheduled for a later meeting when more Commissioners are in attendance.

Assistant City Attorney McLean reported that the applicant for 30 Sampson Avenue submitted a request for an Ombudsman advisory opinion. The item was scheduled on the City Council agenda and it would be continued until that issue is resolved. Commissioner Strachan asked if the Ombudsman is obligated to take every request. Ms. McLean replied that he has to take every request that meets the statutory requirement.

Director Eddington reported that the City Council was taking applications for new Planning Commissioners; however, any new appointees would be delayed until after the General Plan is completed in December. The position was being advertised. Any Commissioner whose terms were expiring and wanted to reapply should submit their application no later than September 3<sup>rd</sup>.

Commissioner Hontz noticed when reading that Staff report that her husband, Jonathan Weidenhamer, had written the Staff report in 2005 for 1127 Woodside Avenue. She did not believe that presented a conflict or would affect her decision this evening.

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

1. Land Management Code – Amendments to Chapter 2.4 – Historic Residential-Medium Density (HRM) District

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

MOTION: Commissioner Thomas moved to CONTINUE the LMC Amendments to Chapter 2.4 – Historic Residential Medium Density District to August 28, 2013. Commissioner Savage seconded the motion.

VOTE: The motion passed unanimously.

2. 7905 Royal Street – Record of Survey Amendment  
(Application PL-13-01968)

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

MOTION: Commissioner Thomas moved to CONTINUE 7905 Royal Street to August 28, 2013. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

## **REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION**

1. 1127 Woodside Avenue – Plat Amendment  
(Application #PL-13-01893)

Planner Anya Grahn reported that the property owners at 1127 Woodside Avenue were requesting a plat amendment to combine four lots of record into one lot. The lots include Lots 7, 8, 25 and 26 of Block 8 of the Snyder's Addition. The existing 1904 Landmark house currently straddles the interior lot lines between Lot 7 and 8. There is also a legal non-conforming non-historic garage that encroaches between Lots 7 and 26.

Planner Grahn stated that the house and garage do not meet the current side yards setbacks. She noted that the Chart on page 101 of the Staff report incorrectly showed that the required side yard setbacks were 10 feet. The required side yard setbacks are actually 5 feet. The house is 4.5 feet from the north side yard setback. The garage is 1.4 feet from the south side yard setback. The garage was also 19 feet tall, which exceeds the 18-foot height requirement for an accessory structure. Planner Grahn stated that the house and the garage conform to the front and rear yard setbacks and the house meets the maximum height requirement. The garage and the house were both below the maximum building footprint as existing.

Planner Grahn explained that the applicant was requesting this plat amendment in order to move forward with an HDDR. The Staff met with the applicant in February to discuss the options for possibly adding a small addition to the house. At that time the applicant was also considering connecting it to the garage. However, in talking with the architect it appears she only plans to add a mud room and a bedroom, which would add approximately 335 square feet of footprint to the historic house.

Planner Grahn pointed out that any new additions would have to comply with the setbacks required by the Land Management Code as well as the Historic District Design Guidelines. An accessory apartment above the garage was approved in 1992. As it sits now the property is similar to a duplex because of the accessory apartment above the garage and the house. Planner Grahn clarified that the owner intends to use it as a single-family property and not have renters.

Planner Grahn noted that the total square footage of the house and the garage was 2,672 square feet, which includes the footprint and the upper levels. She noted that 2,672 was the number calculated by the architect, but it does not correspond to the Summit County Recorder's information provided on the chart. She stated that this was not the first time the Staff has found that the Summit County Recorder has incorrect information.

Planner Grahn remarked that the amendment of the four lots would create one of the largest lots in the neighborhood, as outlined in the comparison chart on page 102 of the Staff report. Other larger plat amendments were seven lots at the Park City Mechanical Arts Building, as well as a plat amendment of three lots at 1140 Woodside. She noted that the majority of the lots in the neighborhood were between 2 and 2-1/2 lot combinations.

The Staff found good cause for this application because moving the interior lot lines would help the applicant improve the site. It also allows the City to gain a 10-foot wide snow storage easement along Woodside and Norfolk Avenue. At the same time, Planner Grahn thought they needed to be sensitive to the fact that there is a historic Landmark home on the property and, therefore, not allow a property owner to maximize the footprint.

In researching past applications, they found that in June 2011 the Planning Commission approved a plat amendment at 929 Park Avenue that actually set a footprint limitation. That application was a plat amendment for two full lots and the remnants of two additional lots. There was also a historic house that straddled interior lot lines. At that time the Planning Commission added a condition of approval that included a reduction of footprint based on the Land Management Code Footprint Formula.

Planner Grahn stated that if they were to do the same for 1127 Woodside, the four lots currently equate to 7,501 square feet and the footprint formula calculates 2,461 square feet. She pointed out that it would not limit the footprint but there was the potential to negotiate an average for what it should be.

Planner Grahn referred to a wooden fence along the south property line and suggested adding a condition of approval requiring an encroachment agreement if one does not already exist, to settle any issues that may arise with the fence.

Commissioner Strachan asked Planner Grahn for the footprint limitation. Planner Grahn stated that after looking at it again, she would suggest 2,100 square feet. Currently, the maximum footprint could be 2,461. It would give the applicant some flexibility in adding the addition or possibly changing the non-historic garage in the future.

Jonathan DeGray, representing the applicant, was comfortable with reducing the footprint as long as it allowed the owner to improve the historic home to make it more livable by adding a mud room and a small bedroom. They were looking for an additional 350 square feet. If the 2,100 square feet proposed by Planner Grahn would allow for that expansion, he would not be opposed.

Commissioner Savage clarified that 2,100 square feet would allow for the proposed expansion plus a little extra.

Chair Worel opened the public hearing.

There were no comments.

Chair Worel closed the public hearing.

Commissioner Hontz supported the Staff recommendation, with proposed changes to the Findings of Fact and Conditions of Approval. Planner Grahn referred to Finding 7 and removed the language "...and possibly an addition to the non-historic house", since the owner was no longer considering an addition to the garage. The new finding should read,

The applicant is considering a rear addition to the historic structure. Thus far no HDDR application has been submitted.” The remainder of the last sentence was also deleted.

Planner Grahn noted that Findings 14 and 15 should be corrected to reflect a 5 foot side yard setback instead of a 10 foot side yard setback.

Planner Grahn noted that Condition 7 should be added to address the 2,100 square foot footprint limitation. Mr. DeGray clarified that he was comfortable with the square footage, but he wanted to check the math to make sure it would allow for the 350 square foot addition.

The Commissioners discussed revisions to Finding 11. Assistant City Attorney McLean recommended that they keep the first sentence because it adds justification to why they were limiting the footprint. They could then add that the owner consents to limiting the size to 2100 square.

Commissioner Hontz suggested that they should also reference historically significant and landmark structures to justify the limitation.

The first sentence of Finding 11 was revised to read, “The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties, in particular historically significant and landmark structures; and the owner consents to limiting the size to 2,100 square feet; however....”

Commissioner Hontz referred to Condition of Approval 3, and suggested adding a comma after the word “home”, and another comma after the “HDDR”. She felt the commas made the sentence easier to read and understand.

Commissioner Hontz referred to Condition 5 and recommended changing “Two (2) 10’ wide public snow storage easements...” to read, “One 10-foot wide public snow storage easement is required along the street frontage of Woodside and one 10-foot wide public snow storage easement is required along the street frontage of Norfolk Avenue.” She thought it was better to separate the two for clarity.

Mr. DeGray reiterated his concern about making sure the footprint numbers were accurate before they were memorialized in a condition of approval. Commissioner Hontz stated that the Staff could bring back the Findings and Conditions for ratification to allow Mr. DeGray to work with the Staff to check the numbers before it goes to the City Council. If the number is different than 2,100 square feet, the Planning Commission could discuss it at that time.

Commissioner Savage pointed out that having to come back to the Planning Commission would delay the process for the application. Commissioner Strachan suggested that Mr. DeGray and Planner Grahn step into the hall and work out the math, and come back with revised Findings and Conditions that the Planning Commission could ratify this evening. The Commissioners concurred.

Planner Grahn and Mr. DeGray left the room and the Planning Commission moved to the next item on the agenda.

Planner Grahn and Mr. DeGray later returned with agreement on the square footage and the revised Findings and Conditions.

Commissioner Hontz referred to the table on page 102 of the Staff report and clarified that per the Summit County Recorder, the 1,358 square feet was in the actual structure and not a footprint. Planner Grahn replied that this was correct. However, in re-measuring the house, Mr. DeGray found that the actual size is 2,672 square feet, including the garage. She pointed out that if the Summit County Recorder's office was that far off on this property, she could only imagine the discrepancies with the rest of the properties on the street.

Commissioner Hontz wanted to know the square footage of the Landmark structure at 1127 Woodside without the garage. Mr. DeGray could not recall the actual square footage of the house, but the footprint was calculated at just under 800 square feet. The basement was 400 square foot basement and there was 250 square feet upstairs. He estimated the square footage to be approximately 1400 square feet. Commissioner Hontz believed that 2,100 square feet would allow significantly more than the 350 square feet needed for the addition. Mr. DeGray calculated that there was a little over 800 square feet in the existing house in footprint and they were looking for an additional 350 square feet.

Commissioner Hontz wanted to address the house separately from the garage, because in order for the garage footprint to expand, it does not meet the Code in terms of setbacks. Mr. DeGray emphasized that the owner did not want to expand the footprint of the garage, and he was willing to make that a condition of approval.

Assistant City Attorney McLean pointed out that the garage is not historic and it could be torn down in the future and a new garage built. Commissioner Savage thought the condition should address the house. If someone wanted to change the garage they would have to submit a different application. Director Eddington stated that they should limit the square footage of the house to 1200 square feet in one condition, and state in a separate condition that the square feet footprint of the garage would not exceed 880 square feet either as is or if it was torn down and replaced.

Commissioner Hontz stated that in looking at the table on page 102 she thought the 1200 square feet for the footprint limitation of the historic house made sense, because they were trying to replicate the pattern and limitations and footprints they see in the existing structures. She wanted to continue to maintain the compatibility she sees in the charts.

Assistant City Attorney McLean reiterated her concern that because the garage is not historic, they have no way of knowing what might happen in the future. If someone wanted to attach a garage that meets the Historic District Guidelines, they would normally be entitled to do that. It would be confusing in the future to decipher what would be permitted or not, with a plat note that talks about the existing garage. Commissioner Strachan stated that someone could come in for a plat amendment to amend the plat for the garage. He asked if a plat amendment for the garage would create a legal problem. Ms. McLean stated that it creates additional hurdles. She recognized that if the applicant's representative was willing to accept a condition of approval it should not be a problem.

Commissioner Savage suggested that they restrict the total allowed footprint on the lot to 2100 square feet and the footprint for the house could not exceed 1200 square feet. It would constrain the size of a garage but it would not prohibit anything as long as it stays within the total footprint. Mr. DeGray pointed out that this was a Landmark structure and it would have to go through a full HDDR. Expanding the home beyond a reasonable notion would be prohibited by the Landmark status.

Speaking on behalf of his client who was out of town, Mr. DeGray stated that a maximum of 2100 square feet, with the understanding that it is a Landmark structure and would have to go through an HDDR, would be most appealing.

Commissioner Hontz suggested that they add Condition 7 to read, "The maximum footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet." The Commissioners concurred.

**MOTION:** Commissioner Savage moved to forward a POSITIVE recommendation to the City Council for the Plat Amendment at 1127 Woodside Avenue according to the Findings of Fact, Conclusions of Law and Conditions of Approval found in the Staff report and as amended. Commissioner Gross seconded the motion.

**VOTE:** The motion passed unanimously.

#### Findings of Fact – 1127 Woodside

1. The property is located at 1127 Park Avenue within the Historic Residential (HR-1) Zoning District.
2. The applicants are requesting to combine four (4) Old Town lots into one Parcel.
3. The plat amendment is necessary in order for the applicant to move forward with an HDDR for the purpose of a rear yard addition to the historic house as well as a future addition to the non-historic garage.
4. The amended plat will create one new 7,501 square foot lot.
5. Currently the property is four (4) Old Town Lots, Lots 7 and 8 as well as Lots 25 and 26 of Block 8.
6. The existing historic 1,358 square foot home is listed as "Landmark" on the Historic Sites Inventory (HSI).
7. The applicant is considering a rear addition to the historic structure. Thus far, no HDDR application has been submitted and the applicant met with Planning Staff to discuss the possibility of an addition on February 6, 2013 during Design Review.
8. The existing non-historic garage straddles Lots 7 and 26 of the Snyder's Addition. It is classified as legal non-conforming.
9. Any proposed additions to the existing historic home will require a review under the adopted 2009 Design Guidelines for Historic Districts and Historic Sites through the HDDR process.
10. The maximum building footprint allowed is 2,460.56 per the HR-1 LMC requirements. The current footprint of the historic structure is 679 square feet and the footprint of the garage accessory structure is 871 square feet. This would allow a maximum footprint addition of 910.56 square feet; however, the applicant intends to only introduce a small addition to the historic house with a footprint of 350 square feet. This small increase to the size of the house will maintain its compatibility with other homes in the neighborhood.
11. The maximum footprint of 2,461 square feet is significantly larger than any surrounding single-family residential properties, in particular historically significant and landmark structures; however, adherence to the Design Guidelines for Historic Sites would require that the mass and scale of any new additions is compatible with the historic structure. The applicant proposes to add a small addition of approximately 350 square feet to the historic building.
12. The amendment of four (4) lots would be one of the larger plat amendments in the neighborhood. The largest of these plat amendments is the Park City High School Mechanical Arts Building at 1167 Woodside which contains seven (7) lots. Other larger plat amendments include the combination of three (3) lots at 1147 Woodside. The majority of plat amendments within this neighborhood range from two (2) lots to two and one-half (2.5) lots.
13. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8.

14. The garage is considered non-complying because of subsequent zoning changes and no longer conforms to the zoning regulation's setback. The garage sits 1.4' from the south property line; the current code requires a five foot (5') side yard setback. The garage encroaches over the lot line between Lots 26 and 7. The plat amendment will remove these encroachments over interior lot lines.
15. Per LMC 15-2.2-4, existing historic structures that do not comply with building setbacks are valid complying structures. The historic structure is a valid complying structure, though it straddles the property line that separates Lots 7 and 8 and does not comply with the required five foot (5') side yard setback along the north property line as it is only four feet six inches (4'6") from the property line.
16. New additions to the rear of the historic home would require adherence to current setbacks as required in the HR-1 District, as well as be subordinate to the main dwelling in terms of size, setback, etc., per the requirements of the adopted 2009 Design Guidelines for Historic Districts and Historic Sites.

#### Conclusions of Law – 1127 Woodside

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 – 1127 Woodside

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. No building permit for any work that expands the footprint of the home, or would first require the approval of an HDDR, shall be granted until the plat amendment is recorded with the Summit County Recorder's office.
4. Modified 13-D sprinklers may be required for new construction by the Chief Building Official at the time of review of the building permit submittal and shall be noted on the final mylar prior to recordation.

5. One (1) 10 foot (10') wide public snow storage easements is required along the street frontage of the lot along Woodside Avenue and one (1) ten foot (10') wide public snow storage easement will also be required along the street frontage along Norfolk Avenue. These both shall be shown on the plat.
6. Encroachments across property lines must be addressed prior to plat recordation and shall either be removed or encroachment easements shall be provided.
7. The maximum footprint allowed on the lot is 2,100 square feet. The maximum footprint allowed for the house is 1,200 square feet.

**2. 7620 Royal Street – Record of Survey Amendment**

Planner Whetstone provided a handout of the plat with a change to the square footage being proposed for Unit 401. The revised ordinance was also provided.

Planner Whetstone reviewed the request to amend Unit 401 of the Royal Plaza Condominiums, a condominium project located at Silver Lake. The amendment would convert limited common deck and chimney area to private area for Unit 401. Planner Whetstone noted that the net increase would be 40 square feet. She noted that the Staff report incorrectly showed the net increase of 66 square feet due to a problem with CAD doing the survey. The plat that was submitted with the application stated that the new unit would be 66 square feet that what was currently platted. The Staff calculated a net increase of 40 square feet and the number needed to be amended. Planner Whetstone noted that the correct increase of 40 square feet would be recorded in the square footage of Unit 401.

Planner Whetstone reported that this was the third amendment to the Royal Plaza; however unit 401 has never been amended. In 2009 the Staff relooked at the units and found that they needed to add a significant amount of UEs. At that time the Deer Valley Master Plan was amended to account for that.

Planner Whetstone referred to an analysis in the Staff report comparing the permitted through the MPD/CUP and the proposed. The applicant requested an increase of 40 square feet and that change was reflected in the first paragraph of the ordinance.

Planner Whetstone noted that the project must comply with the Deer Valley Master Plan. The Staff reviewed the request and recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law and Conditions of Approval as amended to correctly reflect the correct Unit Equivalent Addition of .02 unit equivalents, as opposed to .03.

Chair Worel did not disagree that the increase was diminimus, but she wanted to know at what point it would become significant. Director Eddington stated that according to the MPD Section of the Code, if there was a change in density or the unit configuration for the MPD, it would come back for an amendment to the MPD. A small amount of square footage and changing a deck and balcony space is considered diminimus. Planner Whetstone pointed out that there was also no change in footprint because it is a deck area that sits above living space.

Chair Worel opened the public hearing.

There were not comments.

Chair Worel closed the public hearing.

MOTION: Commissioner Thomas moved to forward a POSITIVE recommendation to the City Council for 7620 Royal Street condominium record of survey, based on the Findings of Fact, Conclusions of Law and Conditions of Approval as amended in the draft ordinance. Commissioner Gross seconded the motion.

VOTE: The motion passed unanimously.

#### Findings of Fact – 7620 Royal Street East

1. The property is located at 7620 Royal Street and is Unit 401 of the Royal Plaza condominiums.
2. The Royal Plaza condominium building is located on Lot A of the Silver Lake # 1 Subdivision. The subdivision plat was recorded on November 8, 1989.
3. On April 4, 1991, a record of survey plat was recorded creating 13 residential condominiums (7.269 UE) and 13 commercial/office condominiums identifying private, common, and limited common areas with underground shared parking to be known as the Royal Plaza Condominium plat.
4. Unit 401 was platted with 2,124 square feet of private living area.
5. The property is located within the Residential Development (RD-MPD) zoning district and is subject to the Deer Valley Master Planned Development (MPD), that sets forth maximum densities, location of densities, allowed uses, developer-offered amenities, and other conditions for the entire Master Plan. The property is located within the Silver Lake Community of the MPD.

6. On June 27, 2002, the City Council approved the 1st Amended Royal Plaza record of survey plat to identify and add commercial space within the building. The first amended Royal Plaza record of survey plat was recorded on April 30, 2003.

7. Unit 401 was not changed by the First Amended plat.

8. On September 3, 2009, the City Council approved the 2nd Amended Royal Plaza record of survey plat to 1) convert 150 sf of limited common deck area appurtenant to Units 301 and 309 into private space for Unit 309, 2) convert 425 sf of common area (within the existing walls and roof of the building) to private area for Unit 402, 3) convert 346 sf of limited common deck area appurtenant to Unit 402 as private area for this Unit, and 4) convert 151 sf of private space currently within Unit 402 to limited common deck area. The total residential UE allowed after the 2nd Amended plat was 7.622 UE. The 2nd Amended plat increased the existing private floor area for 301, 309, and 402 by 705 sf (0.352 UE). The plat was recorded on February 1, 2010

9. Unit 401 was not changed by the Second Amended plat.

10. Concurrent with the Second Amended plat was an approval to amend the Deer Valley MPD to transfer 1,038 sf of unallocated, un-built commercial UE from Silver Lake to Royal Plaza to resolve the discrepancy in the square footage of built residential UE, as compared to MPD allowed UE. The MPD (Eleventh Amended) currently allows for 7.6215 residential UE (15,243 sf) residential, 14,400 sf (14.4 UE) commercial, in addition to support commercial and meeting space.

11. On June 28, 2013, an application for a plat amendment was submitted to the Planning Department requesting to convert a net 40 square feet of existing limited common deck area to private area for Unit 401. Unit 401 currently contains 2,124 sf of private area (1.096 UE- rounds to 1.1 UE). The requested amendment would add 40 sf (0.02 UE) of private area for a unit size of 2,164 sf (1.098 UE- rounds to 1.1 UE).

12. The change in residential UE of 0.02 UE is diminimus and an MPD amendment is not required. No new building footprint area is created. No new units are created and the MPD concept and configuration of property and uses is not changed. No new uses are created with the plat amendment and only the legal ownership of existing space is modified. The proposed modifications are not substantive and will not have a negative impact on the surrounding area, the Deer Valley project, or the greater Park City community.

13. The State Condominium Act requires a vote of the condominium owners and approval of the amendment by 2/3 of the condominium owners.

14. On August 5, 2013, the Royal Plaza owners association voted to approve and consent to the transfer of limited common space to private space for unit 401. According to the minutes, 97.7% of the voting power of the Association approved the proposal (one unit did not return the ballot). Additionally, the owners voted to authorize and direct Mr. Wells to execute an amendment to the Declaration of Condominium and to make submittal to the City for a record of survey plat amendment.

15. The existing parking garage contains 168 parking spaces apportioned by easements to Royal Plaza (58 spaces), Mt. Cervin (35 spaces), and Deer Valley Resort (75 spaces). The Royal Plaza residential parking space allocation of 15 is based on a rate of 1 space for each of the 9 one bedroom units, 1.5 spaces for each of the 4 two and three bedroom units. The number of bedrooms does not increase with the expansion. There is sufficient parking to accommodate the proposed expansions and no additional parking demand is created.

16. The proposal is unique in that there is no increase in building footprint or units and no impacts on the use or developed space at Royal Plaza. Only legal ownership of existing space is modified. The proposal is not precedent setting.

17. Findings in the staff analysis section are included herein.

#### Conclusions of Law – 7620 Royal Street East

1. There is good cause for this record of survey plat amendment.
2. The record of survey plat amendment is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. As conditioned, the record of survey plat amendment is consistent with the current Eleventh Amended and Restated Deer Valley MPD.
4. The proposed record of survey plat amendment will materially injure neither the public nor any person.
5. Approval of the record of survey 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 – 7620 Royal Street East

1. The City Attorney and City Engineer will review and approve the final form and content of the record of survey 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 record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is granted by the City Council.
3. All conditions of approval of the Deer Valley MPD, Silver Lake Village No. 1 Subdivision Parcel A, and Royal Plaza condominium record of survey plat shall continue to apply.
4. All construction subject to this plat amendment requires a Building Permit and approvals from the Building and Planning Departments.
5. A plat note shall be added requiring maintenance of all required elements of the fire protection plan, including residential fire sprinkler systems.

The Park City Planning Commission meeting adjourned at 8:50 p.m.

Approved by Planning Commission: \_\_\_\_\_



# Planning Commission Staff Report



**Subject:** 7885 and 7905 Royal Street East  
Sixth Amended Record of Survey the Knoll at Silver Lake  
Condominiums

**Author:** Kirsten A. Whetstone, AICP

**Date:** August 28, 2013

**Type of Item:** Administrative – Condominium Record of Survey Amendment

## Summary Recommendations

Staff recommends the Planning Commission conduct a public hearing, discuss an application for an amendment to the Knoll at Silver Lake condominiums record of survey plat, and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft Ordinance.

## Topic

**Applicant:** Martin Edelman, owner of Unit 3 and Gary Felsher, owner of Unit 1

**Applicant's representative:** Steve Schueler, Alliance Engineering

**Zoning:** Residential Development as part of the Deer Valley Master Planned Development (RD-MPD)

**Adjacent Land Uses:** Condominiums, single family houses, Deer Valley Resort

**Reason for Review:** Amendments to condominium record of survey plats require Planning Commission review and recommendation to City Council.

## Proposal

The owners of the Knoll at Silver Lake condominiums Units 1 and 3, and the HOA request an amendment to the record of survey plat to transfer 711.1 sf of unused, un-built private area from Unit 1 to Unit 3 and to convert 100.6 sf of common area to private area for Unit 3 for the purpose of constructing an addition to Unit 3. The addition would increase the platted floor area Unit 3 by 811.7 square feet and decrease the platted floor area of Unit 1 by 711.1 sf. The Homeowner's Association voted to approve the revisions and the required amendment to the record of survey and have approved a Sixth Amendment to the Declaration of Condominium and Consent to Record of Survey Amendment for the Knoll at Silver Lake Condominiums.

## Background

The Knoll at Silver Lake Condominiums are located at the intersection of Royal Street East and Aster Lane, in the Silver Lake area of the Deer Valley MPD. The property was developed, subject to requirements and restrictions of the Deer Valley Master Planned Development (MPD) with four (4) residential condominium units with 12 underground

parking spaces. The Knoll at Silver Lake Condominiums were approved for four (4) “Deer Valley Units” similar to Stag Lodge with no maximum floor area or residential UEs assigned to these units. The MPD requires 60% open space and compliance with the RD zone setbacks and building height limitations.

The Knoll at Silver Lake Condominiums Phase I record of survey plat was originally recorded at Summit County on April 5, 1982. A first amended plat was recorded on November 11, 1996, followed by subsequent amendments on November 29, 2005; December 21, 1999; April 5, 2006; and February 28, 2007. These amendments moved square footage and building footprint between units and transferred common area to private area and limited common area for various additions. All of the amendments were approved and recorded at Summit County. The last record of survey plat, the Fifth Amended record of survey plat, was approved by City Council on September 14, 2006 and recorded at Summit County on February 28, 2007. The amendment modified the square footages of Units 2 and 4. The Fourth Amended record of survey plat increased the square footage of Unit 1 by 711.1 square feet for an addition. The owner of Unit 1 has decided not to build the addition and the owner of Unit 3 desires to build an addition to the lower level in the rear of the unit, beneath a deck.

On July 1, 2013, an application for a record of survey plat amendment was submitted to the Planning Department requesting to remove 711.1 square feet from Unit 1 and transfer it to Unit 3 with an additional 100.6 sf of common area. The requested amendment would decrease Unit 1 by 711.1 sf and increase Unit 3 by 811.7. The proposed addition is one- story; therefore the increase footprint is the same as the increased floor area. Unit 1 footprint decreases by 711.1 sf and Unit 3 footprint increases by 811.7 sf.

On August 2, 2013, the registered owners signed a Sixth Amendment to the Declaration of Condominium and Consent to Record of Survey Amendment to be recorded with the amended plat and indicated that ¾ of the owners were in favor of the proposed amendment.

**Analysis**

Zoning for the property is Residential Development (RD) and the property is subject to Deer Valley MPD, as amended. The following is an analysis of the proposed amendment per requirements of the LMC and MPD.

	<b>Permitted through MPD</b>	<b>Proposed</b>
Height	Zone height is 33’ with pitched roof. Existing height is 33’.	No additional building height is proposed. <b>Complies.</b>
Front setback	20’	No construction is proposed into the existing front setbacks. <b>Complies.</b>
Rear setback	15’	Proposed footprint complies with the allowed 15’ rear setback. <b>Complies.</b>
Side setbacks	12’	No construction is proposed

		into the existing side setbacks. <b>Complies.</b>
Density	Approved for four residential dwelling units with no maximum floor area specified.	Request to increase the floor area of Unit 3 by 811.7 sf and reduce the floor area of Unit 1 by 711.1 sf. No change to the allowed four residential dwelling units. <b>Complies</b>
Floor Area	<b>As currently platted:</b>  Unit 1- 7155.1 sf Unit 2- 5,313.0 sf Unit 3- 5,316.3 sf Unit 4- 6,682.0 sf	<b>As proposed:</b>  Unit 1- 6,444.0 sf Unit 2- 5,313.0 sf Unit 3- 6,128.0 sf Unit 4- 6,682.0 sf  No change to the number of units. <b>Complies.</b>
Commercial and Office uses	none	none
Parking	8 parking spaces required, at the rate of 2 spaces per unit. 12 spaces are provided within an underground parking garage.	No changes are required to the number of parking spaces required. <b>Complies.</b>
Lot size	27,184 sf- <b>existing</b>	<b>No change.</b>
Footprint (bldg, driveway)	9,435.7 <b>existing</b>	9,536.3 sf <b>proposed.</b> <b>Increase in footprint is 100.6 sf.</b>
Open Space	60% (16,310 sf)	65.3 % (17,748.3 ) existing 64.9 % (17, 647.7) proposed. <b>Complies.</b>

On August 2, 2013, the Knoll at Silver Lake owners association voted to approve and consent to the record of survey plat amendment reflecting the expansion of Unit 3 and the reduction of Unit 1. The HOA signed the Sixth Amendment to the Declaration consenting to the amendments (Exhibit D).

There is no change in density because the Knoll Condominiums were approved for a total of four (4) units, with no specified residential unit equivalent (UE) per unit. As

proposed, the lower level of Unit 3 increases by 811.7 square feet beneath a proposed common area deck (platted as common area). The total platted increase in floor area for Unit 3 is 811.7 sf. There is a proposed decrease in the total platted floor area for Unit 1 of 711.1 sf. with the existing square footage amounts of Units 1, 2, 3, and 4 as listed in the table above. No new units are created and the MPD concept and configuration of property and uses are not changed. The amount of open space decreases less than 1% from 65.3% to 64.9 % and continues to comply with the MPD requirement of 60% open space. The proposed modifications are not substantive and will not have a negative impact on the surrounding area, Deer Valley, or the greater Park City community.

There is good cause for this record of survey plat amendment and the record of survey plat amendment is consistent with the Park City Land Management Code and applicable State law regarding condominium plats. As conditioned, the record of survey plat amendment is consistent with the current Eleventh Amended and Restated Deer Valley MPD and approval of the amendment will materially injure neither the public nor any person. Approval of the record of survey plat amendment, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City and allows the property owners to improve the property with a lower level addition and upper level limited common deck on the back of the building.

### **Department Review**

The application has been reviewed by the Development Review Committee. No additional issues were raised.

### **Alternatives**

- The Planning Commission may forward a positive recommendation to City Council to approve the Sixth Amended Record of Survey for the Knoll at Silver Lake as conditioned or amended, or
- The Planning Commission may forward a negative recommendation to deny the plat amendment and direct staff to make findings for this decision, or
- The Planning Commission may continue discussion and action on the plat amendment to a future date.

### **Notice**

The property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record.

### **Public Input**

Staff received an inquiry regarding the proposal from a resident of the adjacent single family neighborhood, who upon receipt of the plat and description of the proposal indicated that he did not have any issues with the proposal.

### **Future Process**

Approval of this plat amendment by the City Council would constitute Final Action that may be appealed following the procedures found in LMC 15-1-18.

### **Recommendation**

Staff recommends the Planning Commission conduct a public hearing, discuss the application for an amendment to the Knoll at Silver Lake condominiums record of survey plat, and consider forwarding a positive recommendation to the City Council based on the findings of fact, conclusions of law, and conditions of approval as stated in the draft Ordinance.

### **Exhibits**

#### **Ordinance**

Exhibit A- Proposed Record of Survey plat (see also 11 by 17 plat attached separately)

Exhibit B- Open Space Exhibit

Exhibit C- Amended Declaration of Condominium

Exhibit D- Existing Recorded Fifth Amended plat

Exhibit E- Photos

**DRAFT Ordinance No. 13-**

**AN ORDINANCE APPROVING THE SIXTH AMENDMENT TO THE KNOLL AT SILVER LAKE CONDOMINIUM RECORD OF SURVEY PLAT FOR UNITS 1 AND 3 LOCATED AT 7885 AND 7905 ROYAL STREET EAST, PARK CITY, UTAH.**

WHEREAS, the Knoll at Silver Lake Condominium Owner's Association and the owners of property known as Units 1 and 3, located at 7885 and 7905 Royal Street East, have petitioned the City Council for approval of a record of survey plat amendment to transfer 711.1 sf of platted, un-built private area from Unit 1 to Unit 3 and to additionally convert 100.6 sf of common area to private area for Unit 3 for the purpose of constructing a lower level addition and upper level deck to the rear of Unit 3; 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 August 28, 2013 to receive input on the proposed amendment to the record of survey plat;

WHEREAS, the Planning Commission, on August 28, 2013 forwarded a recommendation to the City Council; and,

WHEREAS, on September\_\_\_\_, 2013, the City Council held a public hearing on the proposed amendment to the record of survey plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the proposed amendment to the Royal Plaza condominiums record of survey plat.

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 Royal Plaza condominium record of survey plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

**Findings of Fact:**

1. The property subject to this plat amendment is located at 7885 and 7905 Royal Street East and consists of Units 1 and 3 of The Knoll at Silver Lake Condominiums Phase I and associated common area.
2. The Knoll at Silver Lake Condominiums Phase I record of survey plat was originally recorded at Summit County on April 5, 1982. A first amended plat was recorded at Summit County on November 11, 1996, followed by subsequent amendments on December 21, 1999; November 29, 2005; April 5, 2006; and February 28, 2007.

3. The Knoll at Silver Lake Condominiums Phase I is located on a parcel that is 27,184 square feet in total area and consists of four (4) residential condominium units in one building with twelve (12) parking spaces located in an underground parking structure. The remaining phases were reconfigured in the 1980s with an MPD amendment and developed as detached single family homes, known as Knoll Estates.
4. The property is located within the Residential Development (RD-MPD) zoning district and is subject to the Deer Valley Master Planned Development (MPD) that sets forth maximum densities, location of densities, allowed uses, developer-offered amenities, and other conditions for the entire Master Plan. The property is located within the Silver Lake Community of the MPD.
5. The Knoll at Silver Lake Condominiums Phase I was approved for four (4) "Deer Valley Units" similar to Stag Lodge with no maximum floor area or residential unit equivalents (UEs) were assigned to these units. The MPD requires a minimum of 60% open space and compliance with the RD zone setbacks and building height limitations.
6. On July 1, 2013, an application for a plat amendment was submitted to the Planning Department requesting an amendment to the record of survey plat to transfer 711.1 sf of unused, un-built private area from Unit 1 to Unit 3 and to convert 100.6 sf of common area to private area for Unit 3 for the purpose of constructing an addition to Unit 3. The addition would increase the platted floor area and building footprint of Unit 3 by 811.7 square feet and decrease the platted floor area and building footprint of Unit 1 by 711.1 sf. There is a net change of floor area and building footprint of 100.6 sf.
7. No new units are created and the Deer Valley MPD concept and configuration of property and uses are not changed.
8. The amount of open space decreases from 65.3% to 64.9 % and the property continues to comply with the MPD requirement of 60% open space.
9. The State Condominium Act requires a vote of the condominium owners and approval of the amendment by 2/3 of the condominium owners.
10. On August 2, 2013, the owners signed a Sixth Amendment to the Declaration of Condominium and Consent to Record of Survey Amendment to be recorded with the amended plat and indicated that ¾ of the owners were in favor of the amendment.
11. No new units are created and the MPD concept and configuration of property and uses is not changed. No new uses are created with the plat amendment. The proposed modifications are not substantive and will not have a negative impact on the surrounding area, the Deer Valley project, or the greater Park City community.
12. The MPD required 2 parking spaces per unit for a total of eight (8). There are twelve (12) spaces provided within an underground parking structure. No additional parking is required or proposed. No additional parking demand is created by the proposed amendments.
13. Findings in the staff analysis section are included herein.

#### Conclusions of Law:

1. There is good cause for this record of survey plat amendment.
2. The record of survey plat amendment is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. As conditioned, the record of survey plat amendment is consistent with the current

Eleventh Amended and Restated Deer Valley MPD.

4. The proposed record of survey plat amendment will materially injure neither the public nor any person.
5. Approval of the record of survey 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 record of survey 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 record of survey at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a complete application requesting an extension is granted by the City Council.
3. All conditions of approval of the Deer Valley MPD and Knoll at Silver Lake Condominium record of survey plat continue to apply.
4. All construction subject to this plat amendment requires a Building Permit and approvals from the Building and Planning Departments.
5. A plat note shall be added requiring maintenance of all required elements of the fire protection plan, including residential fire sprinkler systems, according to the Building Code in effect at the time of building permit application submittal.

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

PASSED AND ADOPTED this \_\_\_\_ day of September, 2013.

PARK CITY MUNICIPAL CORPORATION

\_\_\_\_\_  
Dana Williams, MAYOR

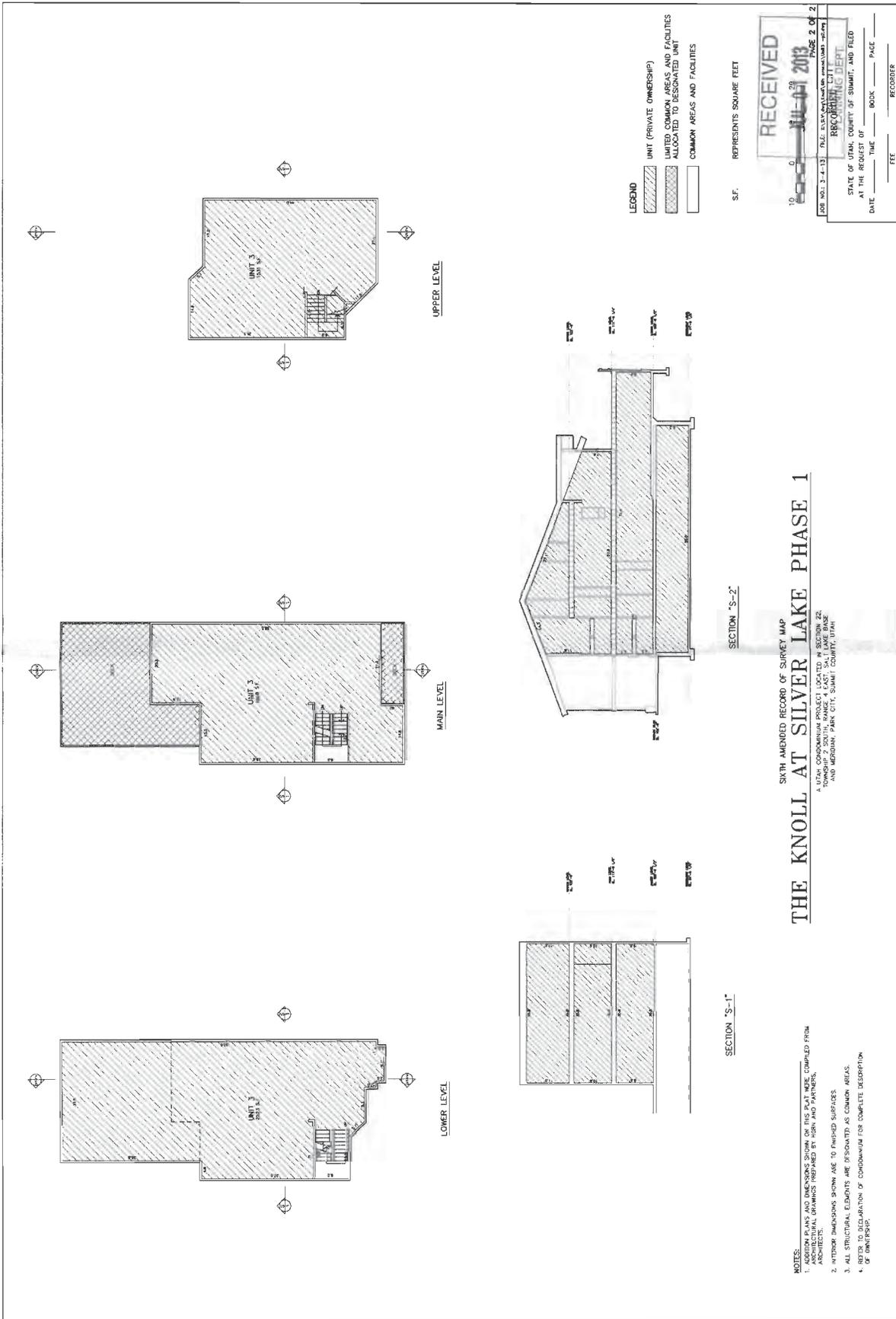
ATTEST:

\_\_\_\_\_  
City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark Harrington, City Attorney





RECEIVED  
 JUL 11 2013  
 RECORDING CLERK  
 STATE OF UTAH, COUNTY OF SUMMIT, AND FILED  
 AT THE REQUEST OF \_\_\_\_\_ PAGE \_\_\_\_\_  
 DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_

SIXTH AMENDED RECORD OF SURVEY MAP  
**THE KNOLL AT SILVER LAKE PHASE 1**  
 A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22,  
 T4N 37S, R10E, SALVADORE TOWNSHIP, SUMMIT COUNTY, UTAH  
 AND MORGAN, PARK CITY, SUMMIT COUNTY, UTAH

NOTES:  
 1. ADDITIONAL PLANS AND DIMENSIONS SHOWN ON THIS PLAN WERE COMPILED FROM ARCHITECTURAL DRAWINGS PROVIDED BY JOHN AND PARTNER, ARCHITECTS.  
 2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.  
 3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.  
 4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.

**OPEN SPACE ANALYSIS**

Size of Parcel 27,184.2 SF  
 60% Open Space Requirement 16,310.5 SF  
 Allowed Site Coverage 10,873.7 SF

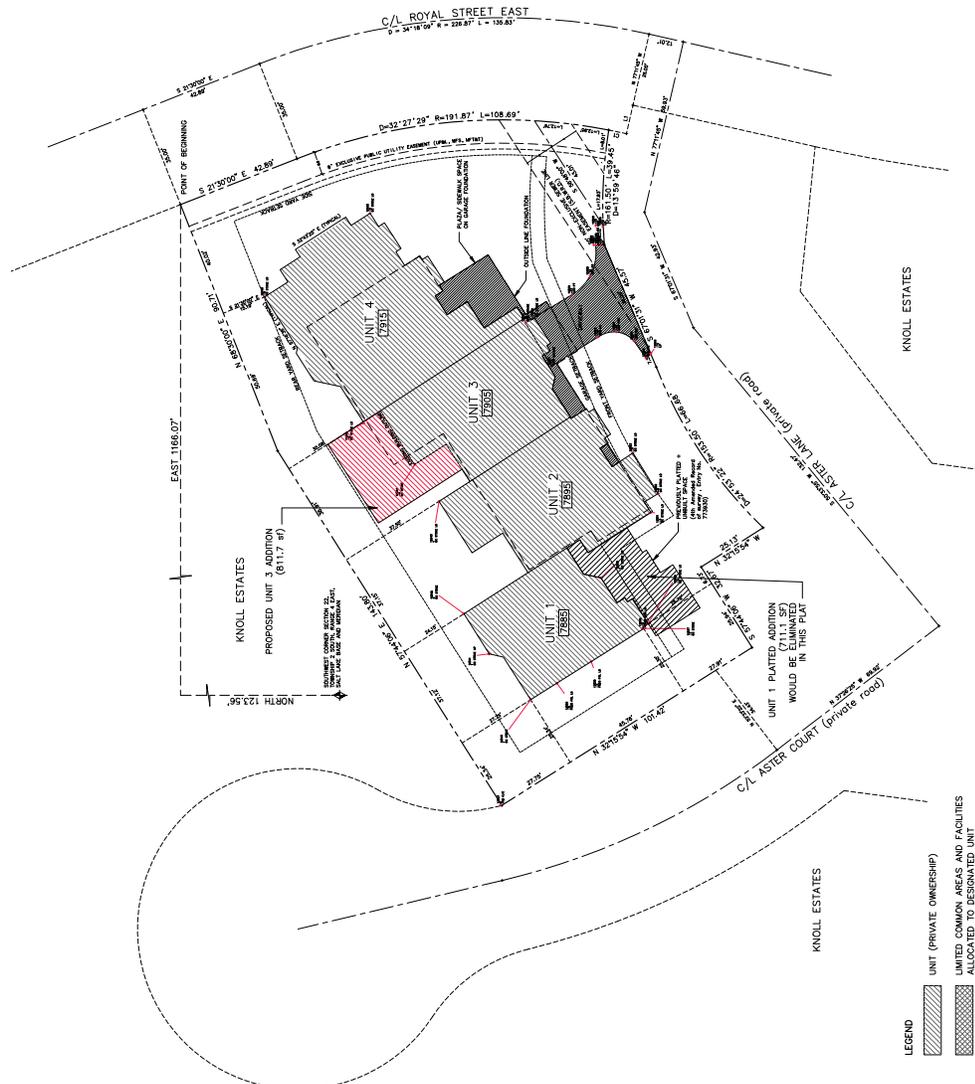
Existing Building Footprint (grey) 8,886.8 SF  
 Existing Driveway (blue) 682.0 SF  
 Existing Garage Footprint\* (green) N/A  
 Existing Site Coverage 9,435.7 SF

Allowed Site Coverage 10,873.7 SF  
 Existing Site Coverage 9,435.7 SF  
 Allowed Additional Coverage 1,438 SF

Unit 3 proposed SF (red) 811.7 SF  
 Unit 1 platted, unbuilt SF (red) 711.1 SF

\* garage foundation is topped with plazas and sidewalks which are considered as Open Space under "Definitions" of the LMC (1.1.17).

Building and driveway field-surveyed on June 6, 2013. Corners located as noted on plan.



**THE KNOLL AT SILVER LAKE PHASE 1**

A UTAH CONDOMINIUM PROJECT LOCATED IN SECTION 22,  
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE  
 AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

**LEGEND**

- UNIT (PRIVATE OWNERSHIP)
- LIMITED COMMON AREAS AND FACILITIES ALLOCATED TO DESIGNATED UNIT
- COMMON AREAS AND FACILITIES

**UNIT 3**  
 ADDRESS ON ROYAL STREET  
 7005

**LINE TABLE**

LINE	DESCRIPTION	DATE
1	PRELIMINARY	10/20/12
2	REVISED	11/15/12

**CURVE TABLE**

LINE	START	END	UNIT	AREA
1	0+00	0+25	7005	1,438

# EXHIBIT C

When Recorded. Return to:

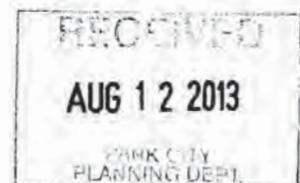
The Knoll at Silver Lake Homeowners Association, Inc.  
C/o Michele Felsher, President  
7915 Aster Lane, Unit 1  
P.O. Box 1668  
Park City, UT 84060

SIXTH AMENDMENT TO DECLARATION OF  
CONDOMINIUM AND CONSENT TO RECORD OF  
AMENDED RECORD OF SURVEY MAP.  
THE KNOLL AT SILVER LAKE,  
A UTAH CONDOMINIUM

This Sixth Amendment to the Declaration of Condominium is made effective upon the date of its recording. The original Declaration of Covenants, Conditions and Restrictions for the Knoll at Silver Lake, Phase 1, a Utah Condominium, was filed for record in the office of the Summit County Recorder as Entry 190072 in Book 216 beginning at page 194. A First Amendment was filed for record as Entry No. 468316 In book 1011 beginning at page 242; and a Second Amendment was filed for record as Entry No. 555668 in Book 1300 beginning at Page 1388; and a Third Amendment was filed for record on May 21, 2002 as Entry No. 679599; and a Fourth Amendment was filed for record on April 5, 2006 as Entry No. 773930; and a Fifth Amendment was filed for record on March 1, 2007 as Entry No. 805902. As a result of the physical modification of one of the units and the determination that Unit 1 did not build the full extent of its previously approved square footage, the Owners have determined that it is necessary to amend the Declaration to adjust the allocation of common area interest appurtenant to each Unit. The following amendment to the Declaration is hereby adopted.

1. Re-Allocation of Common Area Interests. The Common Area Interest appurtenant to each Unit, and the voting rights assigned to each Unit as shown on Exhibit C to the original Declaration, and as pursuant to the Second, Third, Fourth and Fifth amendments to the original Declaration, are hereby revised as follows:

Unit Number	Square Footage	Percentage Common Area Interest	Votes
Unit 1	6,444.0	26.23	1
Unit 2	5,313.0	21.63	1
Unit 3	6,128.0	24.94	1
Unit 4	6,682.0	27.20	1



2. Waiver of Meeting. This amendment is approved with the unanimous consent of the Owners, as indicated by their attached signature pages. The Owners waive the formality of a meeting.
3. Consent to Amend Record of Survey Map. The owners also unanimously consent to the amendment of the Record of Survey Map, the original of which was filed for record in the office of the Summit County Recorder as Entry No. 190071 to show the expansion of Unit No. 3 onto land that was previously Common Area and the correct size of Unit 1. The Owners' consent letters are attached as Exhibit A and incorporated herein.
4. Voting. The votes assigned to each of the 4 units will be equal, with each unit having 1 vote. In matters placed before the Owners for a vote, 3 affirmative votes are required for the condominium to act.
5. Multiple Counterparts. The Sixth Amendment Declaration and Consent to Record will be executed by each of the Owners in separate counterparts, and will be effective when the Owners of each of the Units has executed the appropriate signature page. One copy of the Sixth Amended Declaration and Consent to Record will be recorded with all the signature pages attached.
6. Balance Unchained. With the exception of the reallocation of the common area interest to reflect the expansion of Unit No. 3, and the resulting increase in the common area assessments of Unit No. 3 and proportional decrease in common area assessments to the other Units, the remainder of the original Declaration as amended remains in full force and effect. The designation of parking places shown on Exhibit C to the Original declaration is unchanged.

See following signature pages

AMENDED DECLARATION AND CONSENT TO RECORD

THE KNOLL AT SILVER LAKE

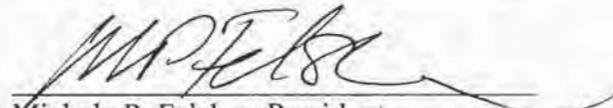
A UTAH CONDOMINIUM

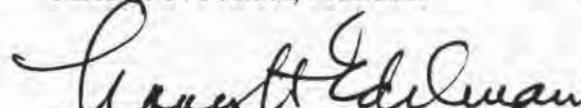
SIGNATURE PAGE FOR HOMEOWNERS ASSOCIATION, INC.

The undersigned, The Knoll at Silver Lake Homeowners Association, Inc. a Utah Condominium, hereby approve and consent to recording the amended declaration of condominium and amended record of survey map reflecting the expansion of Unit No. 3 and the statement of the corrected size of Unit No. 1 and the resulting re-allocation of common area interest, assessments, and voting as show in the amended declaration.

Dated this 2nd day of August, 2013

THE KNOLL AT SILVER LAKE  
HOMEOWNERS ASSOCIATION, INC.

  
Michele P. Felsher, President

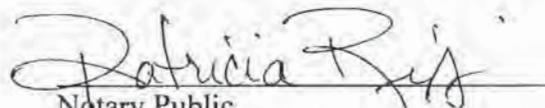
  
Nancy H. Edelman, Treasurer

STATE OF New York )  
COUNTY OF New York )

ss:

On August 2nd, 2013 before me personally came MICHELE P. FELSHER and NANCY H. EDELMAN, to me known to be the individuals described in, and who executed the foregoing agreement, and acknowledged that they executed the same.

PATRICIA RISI  
Notary Public, State of New York  
No. 01R15039027  
Qualified in Nassau County  
Commission Expires 3/31/15

  
Notary Public

AMENDED DECLARATION AND CONSENT TO RECORD

THE KNOLL AT SILVER LAKE

A UTAH CONDOMINIUM

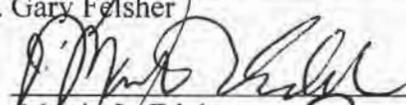
SIGNATURE PAGE FOR HOMEOWNERS ASSOCIATION, INC.

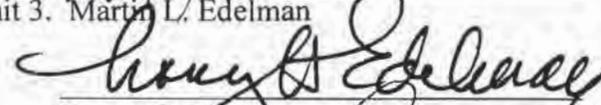
The undersigned, The Knoll at Silver Lake Homeowners Association, Inc. a Utah Condominium, hereby approve and consent to recording the amended declaration of condominium and amended record of survey map reflecting the expansion of Unit No. 3 and the statement of the corrected size of Unit No. 1 and the resulting re-allocation of common area interest, assessments, and voting as show in the amended declaration.

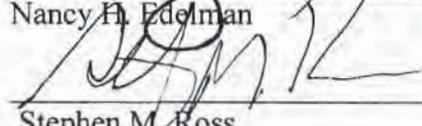
Dated this 2nd day of August, 2013

THE KNOLL AT SILVER LAKE  
HOMEOWNERS ASSOCIATION, INC.

  
Unit 1. Gary Felsher

  
Unit 3. Martin L. Edelman

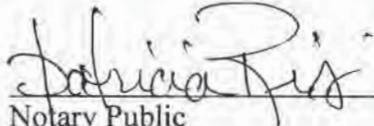
  
Nancy H. Edelman

  
Unit 4. Stephen M. Ross

STATE OF New York )  
COUNTY OF New York ) ss:

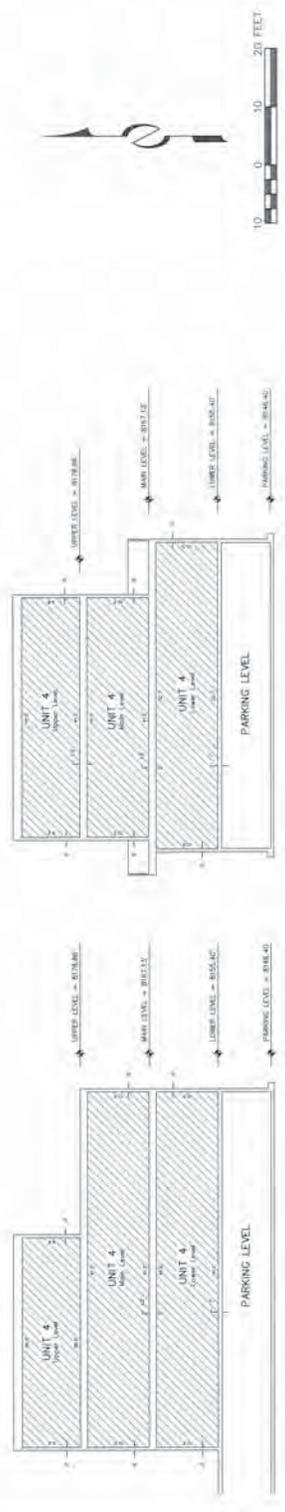
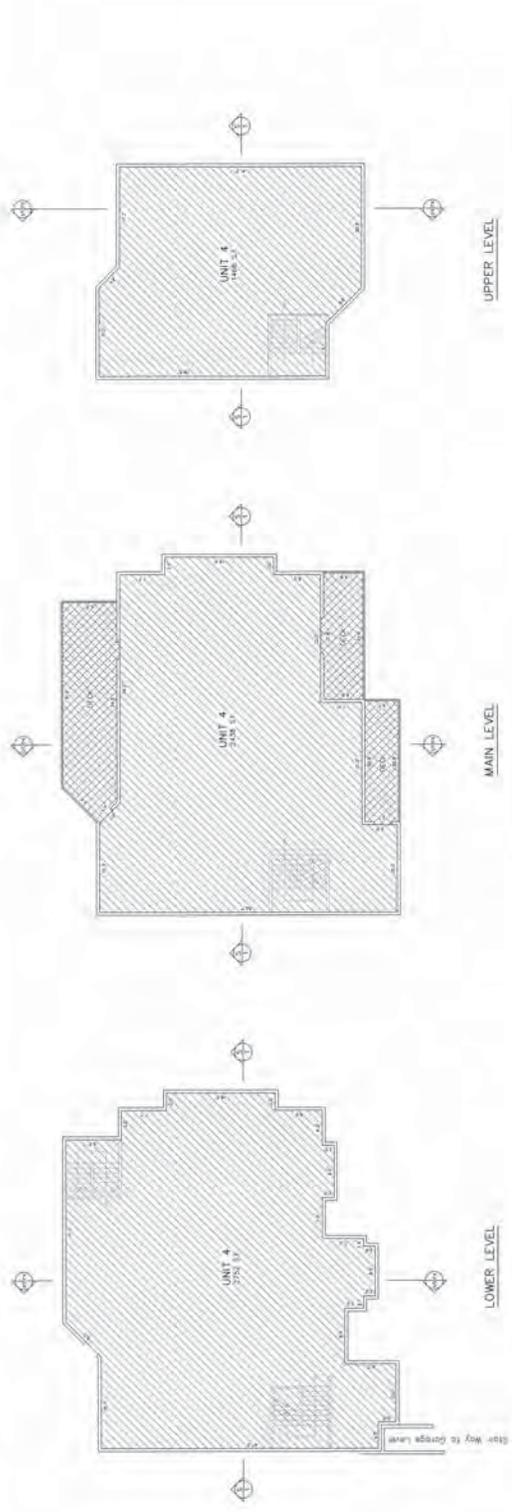
On August 2nd, 2013 before be personally came GARY FELSHER, MARTIN L. EDELMAN, NANCY H. EDELMAN, and STEPHEN M. ROSS to me known to be the individuals described in, and who executed the foregoing agreement, and acknowledged that they executed the same.

PATRICIA RISI  
Notary Public, State of New York  
No. 01915039027  
Qualified in Nassau County  
Commission Expires 3/31/15

  
Notary Public







SECTION "S-1"

SECTION "S-2"

- NOTES:
1. ALL DIMENSIONS SHOWN ON THIS PLAN WERE DERIVED FROM ARCHITECTURAL DRAWINGS PREPARED BY CRAIG T. HINTERMAN AND ASSOCIATE ARCHITECTS AND FROM THE RECORD OF SURVEY MAP OF THE PROJECT AT SILVER LAKE PHASE 1, NO FIELD VERIFICATION WAS MADE.
  2. INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
  3. ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
  4. REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.

- LEGEND
- UNIT (PRIVATE OWNERSHIP)
  - LIMITED COMMON AREAS AND FACILITIES ALLOCATED TO DESIGNATED UNIT
  - COMMON AREAS AND FACILITIES
- S.F. REPRESENTS SQUARE FEET

# FIFTH AMENDED RECORD OF SURVEY MAP THE KNOLL AT SILVER LAKE PHASE 1

A UTAH CONDOMINIUM PROJECT LOCATED IN THE SECTION 32, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

RECORDED  
 805881  
 STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE OFFICE OF THE CLERK OF COURTS  
 DATE 08-28-07 TIME 3:49 PM BOOK 11116 PAGE 1  
 4828  
 RECORDER  
 J. W. HOLLAND, INC.





# Planning Commission Staff Report



**Subject:** 1555 Lower Iron Horse Loop Road  
**Author:** Francisco Astorga, Planner  
**Application #:** PL-13-01963  
**Date:** August 28, 2013  
**Type of Item:** Extension of a Master Planned Development

## Summary Recommendation

Staff recommends that the Planning Commission review the requested Master Planned Development (MPD) extension, open a public hearing, and consider approving the requested MPD extension.

## Topic

**Project Name:** 1555 Lower Iron Horse Loop Road Mixed Use MPD  
**Applicant:** Iron Horse LLC, Mark Fischer represented by Craig Elliott, elliottworkgroup architecture  
**Location:** 1555 Lower Iron Horse Loop Road  
**Zoning:** Light Industrial (LI) District  
**Reason for review:** Master Planned Developments extensions require Planning Commission review

## Background

On June 25, 2013 the Planning Department received an official request by the property owner of 1555 Lower Iron Horse Loop Road to extend the approved MPD for two (2) more years. The 1555 Lower Iron Horse Loop Road MPD was approved by the Planning Commission on December 8, 2010. The Development Agreement, ratifying the MPD was submitted to the City in April 2011, within six (6) months of the approved MPD. The approved MPD was put in the form of a Development Agreement (DA) and ratified, with some minor revisions, by the Planning Commission on July 13, 2011.

LMC § 15-6-4(H) *Length of Approval*, indicates that construction, as defined by applicable building codes, is required to commence within two (2) years of the date of the execution of the Development Agreement. After construction commences, the MPD is to remain valid as long as it is consistent with the approved specific project phasing plan as set forth in the Development Agreement. The Planning Commission may grant an extension of a MPD for up to two (2) additional years, when the applicant is able to demonstrate that no change in circumstance that would result in unmitigated impacts or that would result in a finding of non-compliance with the Park City General Plan or the LMC in effect at the time of the extension request. Change in circumstance includes physical changes to the property or surroundings. Extension requests must be submitted prior to the expiration of the MPD.

The Development Agreement was executed on August 2, 2011 and the MPD expiration was two (2) years from that date. The Development Agreement was recorded on August 8, 2011. The applicant's extension request was submitted on June 25, 2013.

### **Analysis**

As indicated on the applicant's letter, Exhibit A, the project was on hold during the Rocky Mountain Power/Park City Municipal Corporation discussion of relocating the Bonanza Park substation to possibly, this subject site. Now that the decision has been made not to pursue a possible relocation, the applicant desires to move forward with their approvals which includes building the approved mixed use residential and commercial development as indicated on Exhibit B, executed Development Agreement including the approved MPD.

Staff recommends that the Planning Commission extend the approval to the requested two (2) year extension which would allow the applicant to submit applicable building permit/plans by August 2, 2015. The staff recommendation is based on the fact that there has been no change in circumstance that would result in unmitigated impacts or that would result in a finding of non-compliances with the Park City General Plan or the LMC at this time. There have not been any significant changes in circumstance which includes physical changes to the property or surroundings. Staff prepared a new Development Agreement to be executed and recorded to reflect this possible MPD extension approval

### **Affordable Housing**

During this MPD extension request, Staff identified that the required Unit Equivalent (UEs) of Affordable Housing were incorrectly calculated on the executed and recorded Development Agreement. Staff recommends that the updated Development Agreement associated with this MPD extension be amended to reflect the correct amount of Affordable Housing UEs as indicated on the proposed/redlined Development Agreement, see Exhibit C.

### **Department Review**

The Legal and Planning Departments have reviewed the requested extension

### **Recommendation**

Staff recommends that the Planning Commission review the requested Master Planned Development (MPD) extension, open a public hearing, and consider approving the requested MPD extension.

### **Finding of Fact:**

1. The 1555 Lower Iron Horse Loop Road MPD was approved by the Planning Commission on December 8, 2010.
2. The Development Agreement, ratifying the MPD was submitted to the City in April 2011, within six (6) months of the approved MPD.
3. The approved MPD was put in the form of a Development Agreement and ratified with some minor revisions by the Planning Commission on July 13, 2011.

4. The Development Agreement was executed on August 2, 2011.
5. The Development Agreement was recorded on August 8, 2011.
6. The MPD had a condition of approval which indicated that a building permit must be approved within two (2) years of the development agreement ratification.
7. The expiration date of the approved MPD was August 2, 2013.
8. On June 25, 2013 the applicant submitted a formal letter and application requesting to extend the approved MPD to two (2) more years.
9. During this two (2) year period the project was on hold during the Rocky Mountain Power/Park City Municipal Corporation discussion of relocating the Bonanza Park substation to possibly, this subject site. A decision was made in June 2013 not to pursue the possible relocation.
10. The applicant desires to move forward with their approvals which includes building the approved mixed use residential and commercial development.
11. Staff recommends that the Planning Commission extend the approval to the requested two (2) year extension which would allow the applicant to submit applicable building permit/plans by August 2, 2015.
12. There has been no change in circumstance that would result in unmitigated impacts or that would result in a finding of non-compliances with the Park City General Plan or the LMC at this time.
13. There have not been any significant changes in circumstance which includes physical changes to the property or surroundings.
14. Staff prepared a new Development Agreement to be executed and recorded to reflect this possible MPD extension approval.
15. During this MPD extension request, Staff identified that the required Unit Equivalent (UEs) of Affordable Housing were incorrectly calculated on the executed and recorded Development Agreement.
16. Staff recommends that the updated Development Agreement associated with this MPD extension be amended to reflect the correct amount of Affordable Housing UEs as indicated on the proposed/redlined Development Agreement.
17. All original findings of fact, conclusions of law, and conditions of approval of the MPD approved on the December 8, 2010 and ratified with minor revisions in the form of a development agreement on July 13, 2011 shall continue to apply except as modified herein.

**Conclusion of Law:**

1. The MPD extension, as conditioned, complies with all the requirements of the approved MPD.
2. The MPD extension, as conditioned, complies with all the requirements of the Land Management Code.
3. The MPD extension, as conditioned, is consistent with the Park City General Plan.
4. The MPD extension, as Conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
5. The MPD has been noticed and public hearing held in accordance with this Code.

**Conditions of Approval:**

1. All conditions of approval of the approved MPD approved on December 8, 2010 and ratified with minor revisions in the form of a development agreement on July 13, 2011 shall continue to apply.
2. The updated Development Agreement shall reflect the correct amount of affordable housing unit equivalents as indicated on Exhibit C.
3. The updated Development Agreement shall be recorded within thirty (30) days.
4. The MPD shall expire on August 2, 2015 unless a building permit is issued by said date

**Exhibits**

Exhibit A – Applicant’s Extension Request

Exhibit B – Development Agreement

Exhibit C – Proposed Development Agreement

## Exhibit A – Applicant's Extension Request



June 25, 2013

Thomas Eddington  
Planning Director  
Park City Municipal Corporation  
445 Marsac Avenue  
PO Box 1480  
Park City, Utah 84060

re: Iron Horse Mixed Use Building - Extension of Approvals for MPD and CUP

Thomas:

Please accept this letter as request to extend for <sup>two (2) MSF</sup> ~~one (1)~~ year the Planning CUP and MPD Approvals for the Iron Horse Mixed Use Building located at 1555 Iron Horse Loop Road, Park City, Utah.

As you may be aware, this project has been on hold during the discussion of relocating the Bonanza Park Substation to this site. Now that the decision has been made not to move the substation to this location the owner intends to move forward with the design and construction of the previously approved project.

Respectfully Submitted,



Craig Elliott, AIA



DEVELOPMENT AGREEMENT FOR THE 1555 LOWER IRON HORSE LOOP ROAD MIXED USE BUILDING MASTER PLANNED DEVELOPMENT PARK CITY, SUMMIT COUNTY, UTAH

This Development Agreement is entered into as of this 1 day of AUGUST, 2011, by and between IRON HORSE, LLC, a Utah limited liability company ("Developer"), as the owner and developer of certain real property located in Park City, Summit County, Utah, on which Developer proposes the development of a project known as the 1555 Lower Iron Horse Loop Road Mixed Use Building Master Planned Development, and PARK CITY MUNICIPAL CORPORATION, a municipality and political subdivision of the State of Utah ("Park City"), by and through its City Council.

RECITALS

A. Developer is the owner of approximately 1.474 acres of real property located in Park City, Summit County, Utah, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference, and which real property is depicted on the site plan attached hereto as Exhibit B and incorporated herein by reference (the "Property").

B. Developer has obtained approval for the development on the Property of a commercial and/or mixed use residential and commercial project known as the 1555 Lower Iron Horse Loop Road Mixed Use Building Master Planned Development (the "Master Planned Development Approval"), as more fully described in the incorporated Approval Documents (hereinafter defined) and as set forth below (the "Project").

C. Park City requires development agreements under the requirements of the Park City Land Management Code ("LMC") for all Master Planned Developments.

D. Developer is willing to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the Park City General Plan, and address other issues as more fully set forth below.

E. Park City has reviewed the Project in light of the LMC and has determined that, subject to the terms and conditions of this Development Agreement, Developer has complied with the provisions thereof, and has found that the Project is consistent with the purpose and intent of the relevant provisions of the LMC.

F. Following a lawfully advertized public hearing, Park City, acting pursuant to its authority under Utah Code Ann., Section 10-9-101, et seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and Park City hereby agree as follows:

ENTRY NO. 00927628

08/08/2011 10:28:19 AM B: 2090 P: 1526

Agreement PAGE 1/55

ALAN SPRIGGS Planning Commission 8/8/2013

FEE 0.00 BY PARK CITY MUNICIPAL



## **1. Project Conditions:**

1.1. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated December 8, 2010 and revised on July 13, 2011, attached hereto as Exhibit C, and (ii) Iron Horse Mixed Use Building, Iron Horse Loop Road, Park City, Utah 84060, Master Planned Development, prepared by Elliott Work Group Architecture, dated June 11, 2009 (Revised 11/11/2010), attached hereto as Exhibit D, together with related documents attached thereto, are both hereby incorporated herein by reference (the "Approval Documents") and shall govern the development of Project, subject to any modifications specifically set forth in this Development Agreement. The Project is located in the Light Industrial Zoning District, and includes a commercial and/or mixed use residential and commercial, multi-story building containing 54,814 gross square feet of floor area above grade, with commercial space, together with the right (but not the obligation) of Developer to include up to four (4) residential units, as well as 19,979 gross square feet of floor area below grade, and includes exterior, interior and underground parking, and a pedestrian bridge. The Approval Documents contemplate a mixed-use residential and commercial building and related improvements, and will evolve based upon actual tenant uses and mixes, which uses and mixes shall be governed by the Approval Documents, including the portions of the LMC incorporated therein as they exist as of the date of this Development Agreement. A building permit from the Park City Building Department is required prior to the commencement of any construction in connection with the Project.

The construction by Developer of a pedestrian bridge between the Project and the Rail Trail (the "Pedestrian Bridge") is subject to that certain "Encroachment Permit for Improvements in City Property and Easement for Public Access dated the 6<sup>th</sup> day of November, 2003, and approved by the Park City Council on August 17, 2006 (as extended, and together with all current and future amendments and addenda thereto, the "Pedestrian Bridge Agreement"), attached hereto as Exhibit E.

1.2. Developer agrees to pay the then-current impact fees lawfully imposed and as uniformly established by the Park City Municipal Code at the time of permit application, whether or not state statutes regarding such fees are amended in the future.

1.3. Developer and its successors agree that the following are required to be entered into and approved by Park City prior to the issuance of a Building Permit: (a) a construction mitigation plan; (b) a utility plan; (c) a storm water plan; (d) a grading plan; and (e) a landscape plan in compliance with condition of approval number 6 of the December 8, 2010 MPD approval.

1.4. Developer is responsible for compliance with all local, state and federal regulations regarding the soils, and the removal of the of the underground fuel storage. Furthermore, Developer is responsible for receiving any Army Corp of Engineer Permits required related to the riparian zone of Silver Creek.

## **2. Vested Rights and Reserved Legislative Powers**

2.1 Subject to the provisions of this Development Agreement, Developer is hereby granted the vested right to develop and construct the Project in accordance with the uses, densities, massing, intensities, and general configuration of development approved in this Development Agreement, in accordance with, and subject to the terms and conditions of, the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Park City.

2.2 Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the existing land use and zoning regulations which are applicable to the Project under the terms of this Development Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Development Agreement applicable to the Project shall be of general application to all development activity in the City of Park City; and, unless Park City declares an emergency, Developer shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

### 3. General Terms and Conditions.

3.1 Term of Agreement. The Master Planned Development is subject to Section 15-6-4 (H) of the Land Management Code. A building permit must be approved within two years of the execution of this Development Agreement as required by Condition of Approval number 13 of the December 8, 2010 Master Planned Development.

3.2 Binding Effect; Agreement to Run With the Land. This Development Agreement shall be recorded against the Property as described on Exhibit A hereto, and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

3.3 Assignment. Neither this Development Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of the City directed to the City Recorder, which consent shall not unreasonably withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns. If no response is given by the City within 14 calendar days following Developer's delivery of a request for consent, the City consent will be deemed to have been granted. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Development Agreement.

3.4 No Joint Venture, Partnership or Third Party Rights. This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

3.5 Integration. This Development Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

3.6 Severability. If any part or provision of this Development Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a

decision shall not affect any other part or provision of this Development Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Development Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

3.7 Attorney's Fees. If this Development Agreement, any of the Exhibits hereto or the Approval Documents are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement incurred by the non-breaching party.

3.8 Minor Administrative Modification. Minor, immaterial administrative modification may occur to the approvals contemplated and referenced herein without revision of this Development Agreement.

3.9 No Waiver. Failure to enforce any rights under this Development Agreement or applicable laws shall not be deemed to constitute a waiver of such right.

3.10 Default. No failure to perform by Developer under this Development Agreement shall constitute a default by Developer under this Development Agreement unless and until: (i) the City gives Developer written notice of the failure to perform; (ii) Developer shall thereafter fail to commence to cure such failure within 14 calendar days following the receipt of such notice; and (iii) Developer shall thereafter fail to diligently pursue the cure of such failure to perform to completion within a reasonable period time following commencement, considering the nature of such failure to perform. This provision does not apply to any failure of Developer to meet deadlines of the LMC or the Approval Documents.

#### 4. Phasing; Access.

4.1 Project Phasing. If desired by Developer, the Project may be constructed in phases in accordance with the phasing plan approved together with this Development Agreement (the "Phasing Plan") (attached hereto as Exhibit F), and in accordance with the LMC. Developer may proceed by constructing the Project all at one time or by phase within this approved project Phasing Plan. In the event of such phasing, the issuance of a building permit on the first such phase shall be deemed to satisfy the requirement of issuance of a building permit in Section 3.1 above. Any modifications or elaborations to the approved Phasing Plan must be approved by the Chief Building Official prior to the commencement of construction of the applicable phase. If such proposed modifications or elaborations are substantial as determined by the Chief Building Official and the Planning Director, such modifications or elaborations will come before the Planning Commission for approval.

4.2 Construction of Access. Developer may commence grading access to the Project as approved by the City Engineer according to generally accepted engineering practices and standards, and pursuant to permit requirements of the LMC, the International Building Code (or if such Code is no longer then in effect, according to the code that is, in fact, then in effect), the Uniform Fire Code, and the Army Corps of Engineers. Developer shall be responsible for maintenance of any such accesses until they are completed according to City standards and accepted by the City.

4.3 Form of Ownership Anticipated for Project. The Project will consist of a commercial building and related improvements, or, at Developer's option, a mixed-use commercial and residential building including one (1) or more residential units and related improvements. Developer anticipates that the commercial portions and, if applicable, the residential portions of the Project will be owned by a

corporation, a limited liability company or another business entity customarily used in connection with projects similar to the Project, and/or by end-users, residents or occupants, or their respective trusts, subsidiaries or affiliates. Any condominimization of the Project for private ownership and common ownership of land and common facilities shall be in compliance with applicable law.

**5. Affordable Housing.** The Project is required to provide 6.14 Unit Equivalents (“UEs”) of Affordable Housing, with each UE being equal to 900 net square feet. 4.89 UEs, or 4,402 net square feet, of Affordable Housing square footage of the Affordable Housing requirement of will be deemed satisfied through the deed restriction or imposition of restrictive covenants, as appropriate, of Developer’s 24 existing residential units located at the adjacent Rail Central Development. As a condition to submitting the Building Permit application for the first phase of the Project, recorded deed restrictions or restrictive covenant, as appropriate, on those 24 units in compliance with the 2007 Resolution Adopting Affordable Housing Guidelines and Standards for Park City, Utah (the “2007 Housing Resolution”) must be provided and recorded by Developer. Rents associated with those 24 deed or covenant restricted units shall comply with the 2007 Housing Resolution. Prior to the certificate of occupancy being granted on any part of the Project, the deed restriction or restrictive covenant, as appropriate, must be recorded and subject to any required final approval of the Park City Housing Authority on either, at Developer’s election; (i) one (1) single Affordable Housing Apartment Unit measuring 1,124 net square feet located within the Project, (ii) 1.25 UEs located at Developer’s project at 1440 Empire Avenue, or (iii) as otherwise permitted under Park City’s applicable Affordable Housing Resolution.

**6. Physical Mine Hazards.** A list and map of all known Physical Mine Hazards on the property as determined through the exercise of reasonable due diligence by the Owner as well as a description and GPS coordinates of those Physical Mine Hazards are hereby attached and incorporated as Exhibit G.

**7. Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express, UPS, or other established express delivery service which maintains delivery records, (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as the parties may designate by written notice in the above manner:

To Developer:

PO Box 683010  
Park City, UT 84068

To Park City:

445 Marsac Avenue  
Park City, UT 84060  
Attn: City Attorney

Such communications may also be given by facsimile and/or email transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

**8. List of Exhibits.**

Exhibit A – Legal Description

Exhibit B – Site Plan

Exhibit C – Master Planned Development Findings of Fact, Conclusions of Law and Conditions of Approval dated December 8, 2010 and revised on July 13, 2011

Exhibit D - Master Planned Development Plans dated June 11, 2009 (Revised 11/11/2010)

Exhibit E - Pedestrian Bridge Agreement approved by the Park City Council on August 17, 2006

Exhibit F - Phasing Plan

Exhibit G- List of all known Physical Mine Hazards on the property (None)

**IN WITNESS WHEREOF**, this Development Agreement has been executed by Developer by a person duly authorized to execute the same, and by Park City acting by and through its City Council, as of the 2 day of August, 2011.

**DEVELOPER:**

**IRON HORSE, LLC,**

a Utah limited liability company

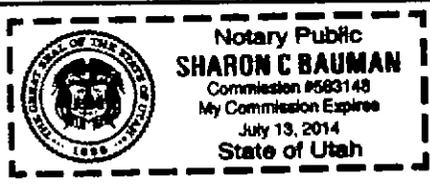
By: Mark J. Fischer  
Mark J. Fischer, Manager

“Developer”

STATE OF UTAH            )  
  : ss  
COUNTY OF SUMMIT    )

On this 2 day of Aug, 2011, personally appeared before me Mark J Fischer, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he is authorize to act on behalf of Iron Horse, LLC.

Sharon C Bauman  
Notary Public



**PARK CITY MUNICIPAL CORPORATION**

By: *Dana Williams*  
Dana Williams, Mayor

ATTEST:

By: *Janet M. Scott*  
Janet M. Scott, City Recorder

“Park City”

APPROVED AS TO FORM:

*Mark D. Harrington*  
Mark D. Harrington, City Attorney

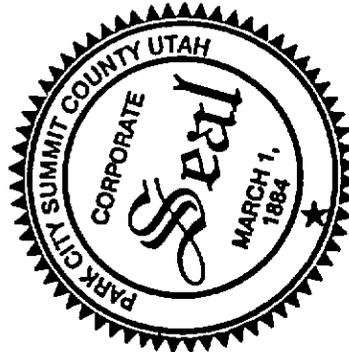


EXHIBIT A

Legal Description:

LOT 1, IRONHORSE INDUSTRIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

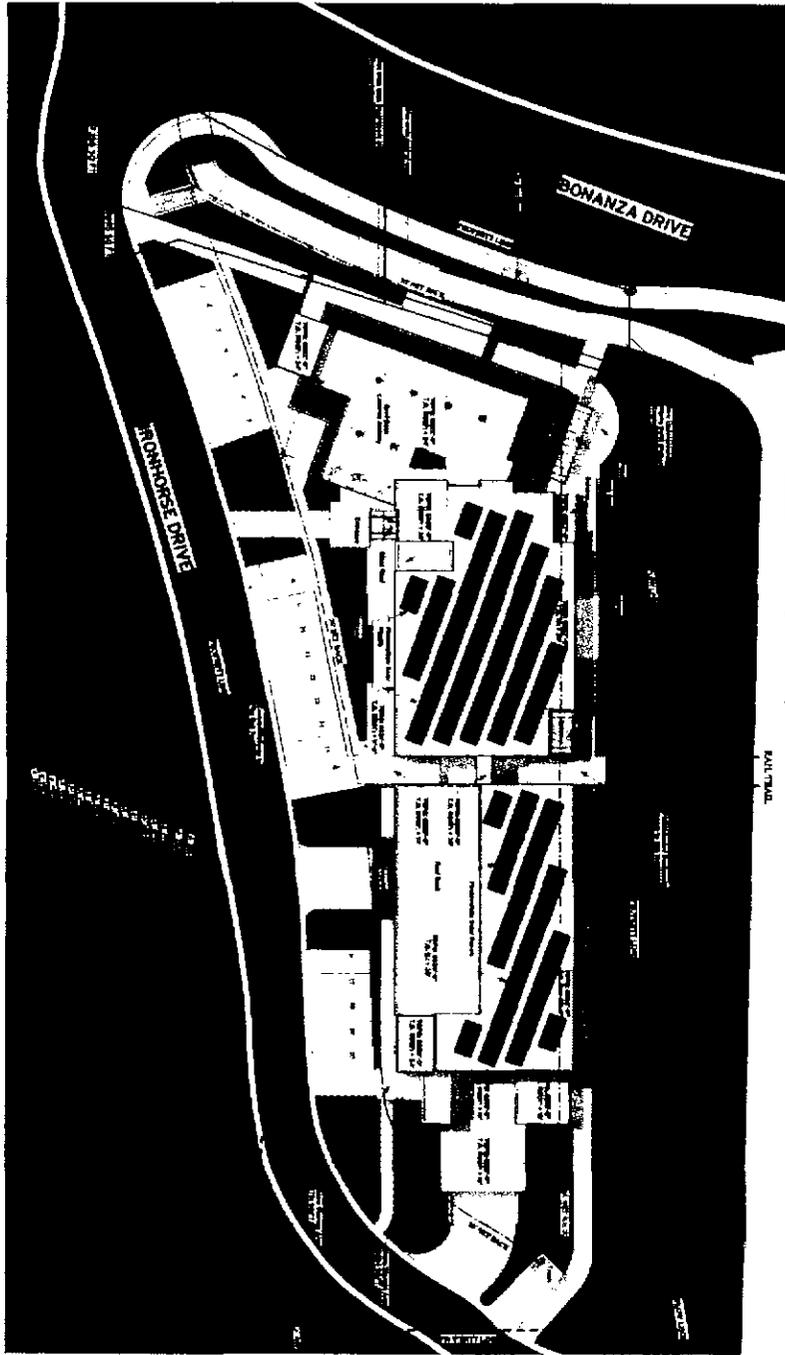
Containing approximately 1.474 acres

IHI-1



EXHIBIT B

SITE PLAN OF PROPERTY



1 SITE PLAN  
SCALE: 1" = 20'-0"

Project Name	Iron Horse Mixed Use Building
Project Number	107180400000000000
Client	Iron Horse Lane LLC
Architect	elliott workgroup architecture
Site Plan	A-0.2
Scale	1" = 20'-0"
Date	NOV 12 2010
Drawn By	[Signature]
Checked By	[Signature]
Approved By	[Signature]

Project Name	Iron Horse Mixed Use Building
Project Number	107180400000000000
Client	Iron Horse Lane LLC
Architect	elliott workgroup architecture
Site Plan	A-0.2
Scale	1" = 20'-0"
Date	NOV 12 2010
Drawn By	[Signature]
Checked By	[Signature]
Approved By	[Signature]

Project Name	Iron Horse Mixed Use Building
Project Number	107180400000000000
Client	Iron Horse Lane LLC
Architect	elliott workgroup architecture
Site Plan	A-0.2
Scale	1" = 20'-0"
Date	NOV 12 2010
Drawn By	[Signature]
Checked By	[Signature]
Approved By	[Signature]

Approved Set  
Planning Comm 12.8.2010

NOV 12 2010

A - 0.2

SITE PLAN

Mark Ficker  
**Iron Horse  
Mixed Use Building**  
Iron Horse Lane Road  
Park City, Utah 84060

**elliott  
workgroup**  
architecture  
44 Main Street, PO Box 3413, Park City, Utah 84060  
435.246.2427 303.414.7427 [www.elliottworkgroup.com](http://www.elliottworkgroup.com)

**Master Planned Development**  
June 11th, 2009 (Revised 11/11/2010)

EXHIBIT C

Master Planned Development Findings of Fact, Conclusions of Law and Conditions of Approval dated December 8, 2010 and revised on July 13, 2011

### Exhibit 3

Revised Findings (redlined) dated July 13, 2011 for the Iron Horse Mixed Use Building Master Planned Development located at 1555 Iron Horse Loop Road

#### Findings of Fact:

1. The Iron Horse Mixed Use Building Master Planned Development is located at 1555 Iron Horse Loop Road. The Lot consists 1.474 acres.
2. The property is located in the Light Industrial (LI) zoning district.
3. The total proposed building footprint is 19,184 sf and gross square footage is 54,814 sf.
4. This property is Lot I of the Iron Horse Industrial Subdivision Plat.
5. The maximum Building Height in the Light Industrial (LI) zoning district is 30 feet. The application includes a height exception request for an additional 19.5 feet for the rear portion of the building. The front portion of the building is under zone height at 24 feet, the center portion of the building is on average four feet over zone height at 34 feet, and the rear portion of the building is ranges from 9 to 19.5 feet over the zone height. The application complies with the height exception requirements of LMC Section 15-6-5(F)(I-5) as stated within the analysis section of the report.
6. The master planned development process is required for any residential project larger than ten units or new commercial projects greater than 10,000 square feet gross floor area. The MPD is necessary for the Iron Horse Mixed Use Building since the new commercial area is greater than 10,000 square feet.
7. The building ranges from two to four stories above ground with a single story below ground.
8. The Planning Commission has reviewed this application during a pre-application work session on August 26, 2009 and during a work session and regular agenda on April 28, 2010. No public input was received during either meeting. The Planning Commission reviewed the application on December 8, 2010 on the regular agenda. The property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record.
9. The proposed density does not exceed the maximum density of the Light Industrial (LI) zone. Within the LI zone, density is the resulting mass of the setbacks, height, and open space.
10. The applicant is requesting a decrease in the north side yard setback from twenty-five feet to twenty feet. This change complies with the requirements of the LMC for building code, fire code, density, mass, scale, spacing, and open space.
11. This is a redevelopment project, so a minimum of 30 percent open space could be allowed by the Planning Commission in exchange for project enhancements. The applicant is asking for a reduction in the open space requirement from 60 percent to 45 percent. The project enhancements include a public transit improvement and improved pedestrian circulation.
12. The applicant has provided a total of 91 parking spaces. The required parking for the site is 87.17 spaces per the LMC with the currently proposed uses.
13. The City Engineer and the Planning Director will allow the parking configuration as it is now being proposed with the recommendation that the space between the edge of the

private road and the proposed parking stalls are maximized and speeds be reduced to ten (10) to fifteen (15) miles per hour.

14. The MPD was designed to take into consideration the characteristics of the Site upon which it is proposed to be placed. The project was designed to fit the Site, not the Site modified to fit the project.
15. The MPD is not located within the Sensitive Lands Overlay zoning district.
16. The MPD is located within the Park City Soils Ordinance boundary.
17. The site is located or in proximity of a listed CERCLIS site known as the Old Park City Dump – UTD988078606. The CERCLIS listing identifies sites that are considered contaminated, therefore needing remediation and/or further testing under Superfund.
18. There is an underground fuel storage tank at the CFN facility that will be removed. The removal of an underground storage tank triggers a UDEQ-UST permit and work plan.
19. A portion of the property is within a FEMA regulated Zone of AE according to a 1996 FIRM map.
20. The proposed bridge may trigger the need for a DNR Stream Alteration Permit. If there is an encroachment into the riparian zone of Silver Creek an Army Corp General Permit may be required.
21. ~~The project is required to provide 6.14 unit equivalents of affordable housing. One unit equivalent of affordable housing is equal to 900 square feet. There is a single affordable housing apartment measuring 1,124 sf proposed within the MPD. The applicant's remaining affordable housing requirement (4,402 sf) will be met using all 24 units from the adjacent Rail Central Development (4,443 sf). At the present time, these units are not deed restricted. The applicant will deed restrict the units to comply with the 2007 Housing Resolution. The future rents will comply with the 2007 Housing Resolution. Twenty-five units of affordable housing will be created by this application. The project is required to provide 6.14 unit equivalents of affordable housing. One unit equivalent of affordable housing is equal to 900 square feet. The applicant is using all 24 units from the adjacent Rail Central Development (4,443 sf) to comply with 4.94 unit equivalents of the affordable housing requirement. The remaining 1.20 affordable units will be satisfied prior to certificate of occupancy either on or off site. The applicant will deed restrict all the units to comply with the 2007 Housing Resolution. The future rents will comply with the 2007 Housing Resolution~~
22. Although this project is called the Iron Horse Mixed Use Building Master Planned Development, it is possible that the developer may develop the project as solely a commercial use project, or may develop it as a mixed use residential and commercial project.
23. The four possible residential units included in the MPD do not create the demand of a child care center.
24. The *Analysis* section of this staff report is incorporated herein.

#### Conclusions of Law:

1. The MPD, as conditioned, complies with all the requirements of the Land Management Code.
2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 of this Code.
3. The MPD, as conditioned, is consistent with the Park City General Plan.

4. The MPD, as conditioned, provides the highest value of open space, as determined by the Planning Commission.
5. The MPD, as conditioned, strengthens and enhances the resort character of Park City.
6. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
7. The MPD, as conditioned, is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility.
8. The MPD provides amenities to the community so that there is no net loss of community amenities.
9. 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.
10. The MPD is not subject to the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable land and lease visually obtrusive portions of the Site.
11. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections and an easement for a bus pull-off area.
12. The MPD has been noticed and public hearing held in accordance with this Code.

Conditions of Approval:

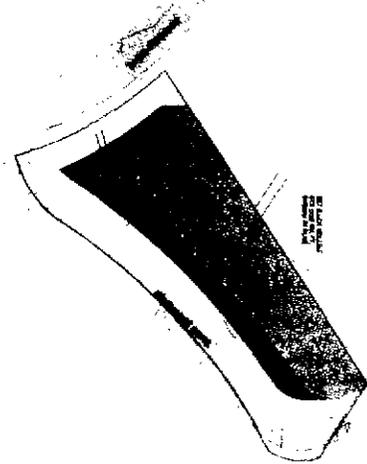
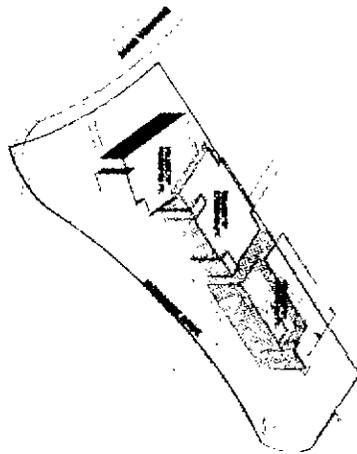
1. All standard conditions of approval apply to this MPD.
2. All applicable conditions of approval of the Ironhorse Industrial Subdivision shall continue to apply to this MPD.
3. A building permit, issued by the Park City Building Department is required prior to any construction.
4. All exterior lights must conform to the City lighting ordinance. Parking lot and security lighting shall be minimal and approved by Planning Staff prior to issuance of a certificate of occupancy.
5. All exterior signs require a separate sign permit. Application for a sign permit shall be made to the Planning Department prior to installation of any temporary or permanent signs.
6. Upon receipt of a building permit, Planning Staff will review the final landscape plan to ensure that Landscaping consists primarily of drought tolerant species, lawn or turf will be limited to a maximum of fifty percent of the area not covered by buildings and other hard surfaces and no more than seventy-five percent of the above area may be irrigated, landscape and streetscape will use native rock and boulders, and lighting must meet the requirements of the Land Management Code.
7. Exterior building materials and final design details must be in substantial compliance with the elevations and material details exhibits and photos reviewed by the Planning Commission on December 8, 2010, and shall be approved by staff prior to building permit issuance.
8. The final building plans, parking lot details and landscaping, and construction details for the project shall meet substantial compliance with the drawings reviewed by the Planning Commission on December 8, 2010.
9. The City Engineer prior to Building Permit issuance must approve utility, storm water systems and grading plans, including all public improvements.

10. Staff must approve the Construction Mitigation Plan to issuance of any building permits and shall include appropriate contact information as required. Signs posted on site will indicate emergency contacts. During construction the road must be open to the development to the east with approval of the City Engineer and Fire Marshall.
11. A limit of disturbance area will be identified during the building permit review. Limits of disturbance fencing shall be required, including silt fencing or other means of controlling erosion and protecting the adjacent stream.
12. All applicable Environmental regulations must be adhered to during the development of the site. The Park City Environmental Specialist must approve the mitigation plan and all environmental permits required for the site.
13. A development agreement must be submitted to the City approved by the Planning Commission within six months of the Planning Commission approval of the MPD and subsequently be approved by the Planning Commission. Following the development agreement, a building permit must be approved within two years of the development agreement ratification. The development agreement may include a phasing staging plan.
14. Per section 15-3-9 of the LMC, the project must provide ten percent of the required off street parking spaces for the temporary storage of bicycles. This equals 9 bicycle parking spaces.

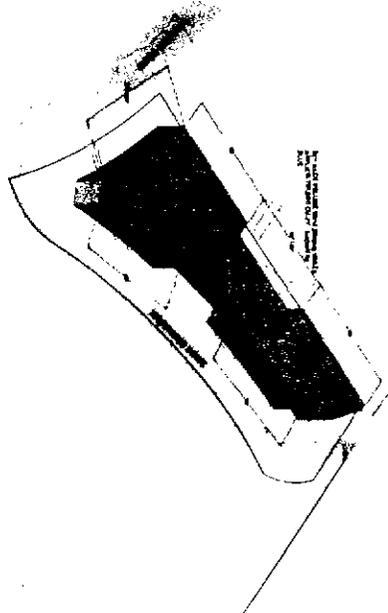
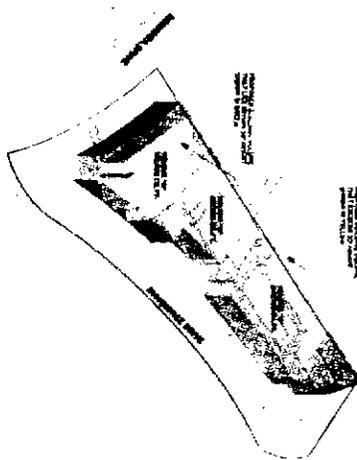
EXHIBIT D

MPD PLANS





NO.	DESCRIPTION	DATE	BY	CHKD BY
1	ISSUED FOR PERMITTING	11/11/2010	MARK FISCHER	MARK FISCHER
2	ISSUED FOR PERMITTING	11/11/2010	MARK FISCHER	MARK FISCHER
3	ISSUED FOR PERMITTING	11/11/2010	MARK FISCHER	MARK FISCHER
4	ISSUED FOR PERMITTING	11/11/2010	MARK FISCHER	MARK FISCHER
5	ISSUED FOR PERMITTING	11/11/2010	MARK FISCHER	MARK FISCHER
6	ISSUED FOR PERMITTING	11/11/2010	MARK FISCHER	MARK FISCHER
7	ISSUED FOR PERMITTING	11/11/2010	MARK FISCHER	MARK FISCHER
8	ISSUED FOR PERMITTING	11/11/2010	MARK FISCHER	MARK FISCHER
9	ISSUED FOR PERMITTING	11/11/2010	MARK FISCHER	MARK FISCHER
10	ISSUED FOR PERMITTING	11/11/2010	MARK FISCHER	MARK FISCHER



*Approved Set  
Planning Comm. 12.8.2010*

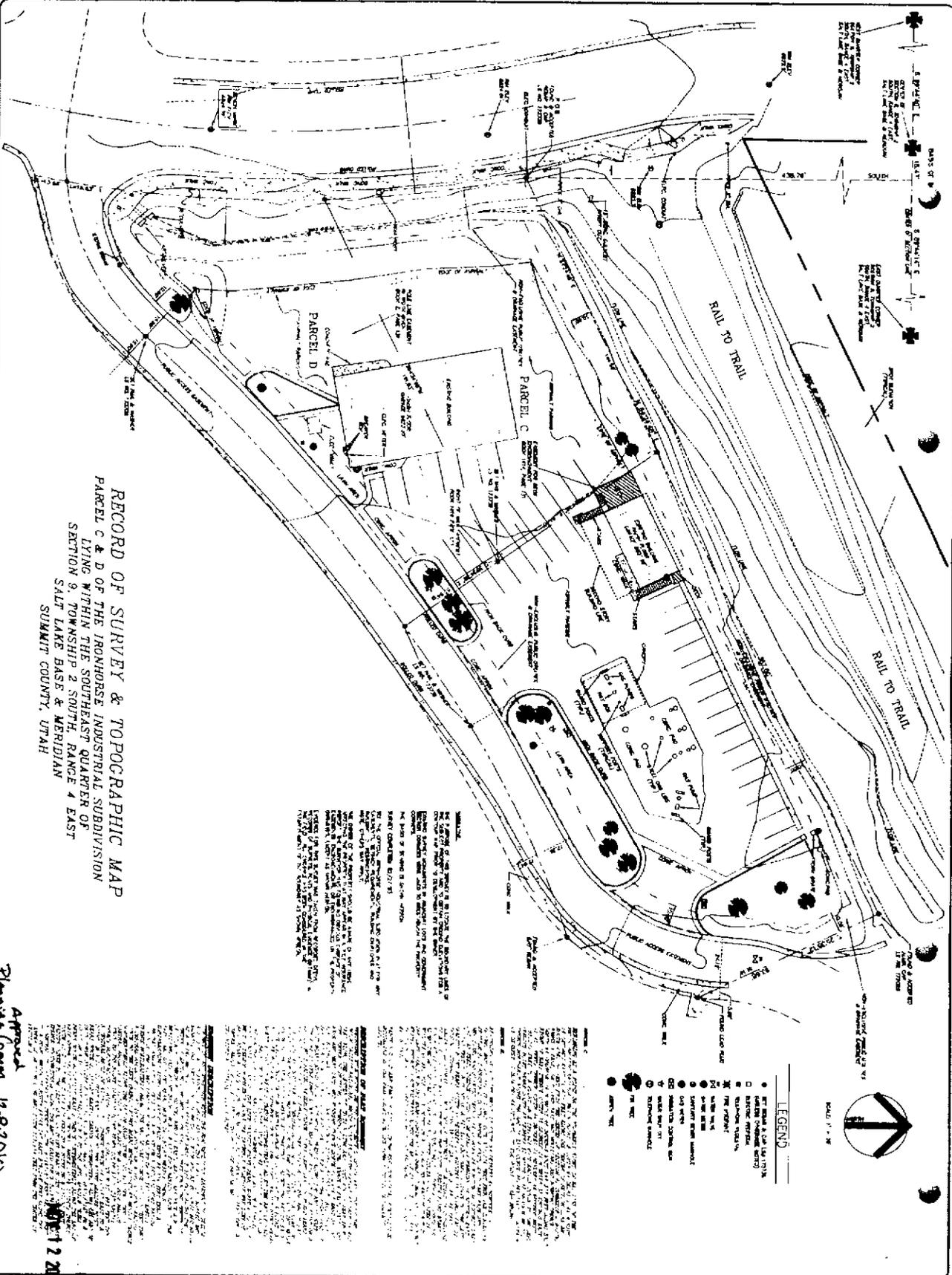
NOV 12 2010

Mark Fischer  
**Iron Horse  
 Mixed Use Building**  
 Iron Horse Lane Road  
 Park City, Utah 84060

**slat**  
**WORKGROUP**  
 architecture  
 160 West 42nd Street PO Box 4212 Park City, Utah 84060  
 435.638.2092 FAX 435.638.2098 www.slatworkgroup.com

**Master Planned Development**  
 June 11th, 2009 (Revised 11/11/2010)

VOLUME REPORT  
**GI - 2**  
 CONVENT LIGHT INDUSTRIAL DEVELOPMENT, LLC 2009

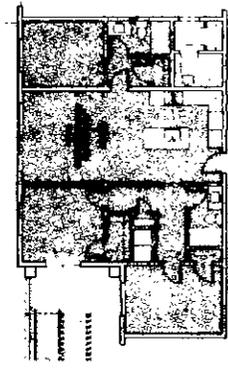


**RECORD OF SURVEY & TOPOGRAPHIC MAP**  
 PARCEL C & D OF THE IRONHORSE INDUSTRIAL SUBDIVISION  
 LYING WITHIN THE SOUTHEAST QUARTER OF  
 SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 EAST  
 SALT LAKE BASE & MERIDIAN  
 SUMMIT COUNTY, UTAH

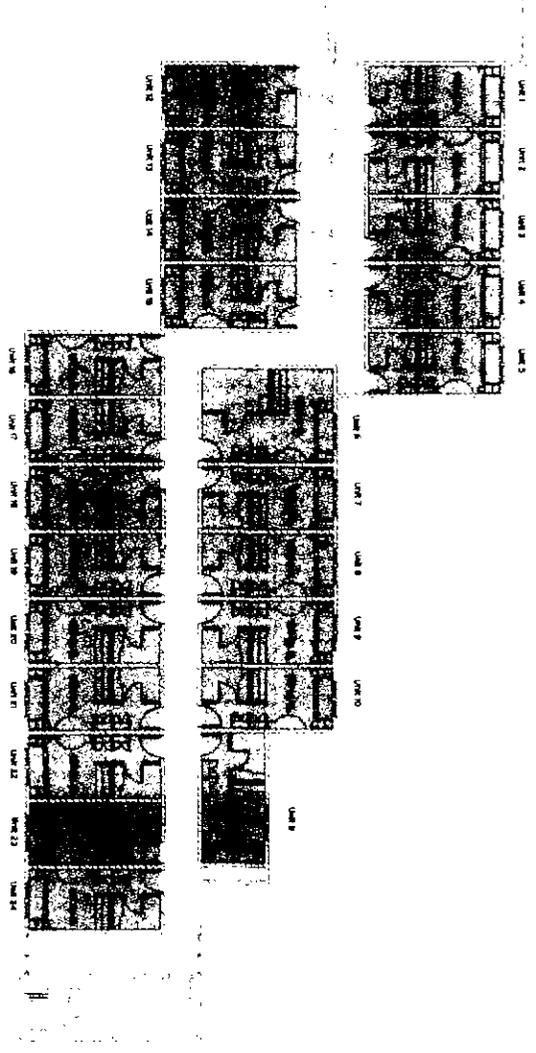
- LEGEND**
- ST. BOUNDARY & LOT LINES
  - EXISTING CONCRETE DRIVE
  - EXISTING DRIVE
  - EXISTING SIDEWALK
  - EXISTING CURB
  - EXISTING SIDEWALK
  - EXISTING DRIVE
  - EXISTING SIDEWALK
  - EXISTING DRIVE
  - EXISTING SIDEWALK
  - EXISTING DRIVE
  - EXISTING SIDEWALK

Approved  
 Planning Commission 12-8-2013

	RODMAN JORMAN ENGINEER LICENSE NO. 12345 STATE OF UTAH		PARK CITY SURVEYING P.O. BOX 2003 PARK CITY, UTAH 84302 (435) 644-2888
RECORD OF SURVEY & TOPOGRAPHIC MAP PARCEL C & D, IRONHORSE INDUSTRIAL SUBDIVISION		009-7628 Page 20 of 65 Summit County	



1 IRON HORSE AFFORDABLE HOUSING  
SCALE: 1/8" = 1'-0"



2 RAIL CENTRAL AFFORDABLE HOUSING  
SCALE: 1/8" = 1'-0"

UNIT	SQUARE FEET	NUMBER OF SLEEPERS	WALK-IN CLOSET	BATH	KITCHEN	DISPOSABLE UNIT
UNIT 1	1,100	2	Y	Y	Y	Y
UNIT 2	1,100	2	Y	Y	Y	Y
UNIT 3	1,100	2	Y	Y	Y	Y
UNIT 4	1,100	2	Y	Y	Y	Y
UNIT 5	1,100	2	Y	Y	Y	Y
UNIT 6	1,100	2	Y	Y	Y	Y
UNIT 7	1,100	2	Y	Y	Y	Y
UNIT 8	1,100	2	Y	Y	Y	Y
UNIT 9	1,100	2	Y	Y	Y	Y
UNIT 10	1,100	2	Y	Y	Y	Y
UNIT 11	1,100	2	Y	Y	Y	Y
UNIT 12	1,100	2	Y	Y	Y	Y
UNIT 13	1,100	2	Y	Y	Y	Y
UNIT 14	1,100	2	Y	Y	Y	Y
UNIT 15	1,100	2	Y	Y	Y	Y
UNIT 16	1,100	2	Y	Y	Y	Y
UNIT 17	1,100	2	Y	Y	Y	Y
UNIT 18	1,100	2	Y	Y	Y	Y
UNIT 19	1,100	2	Y	Y	Y	Y
UNIT 20	1,100	2	Y	Y	Y	Y
UNIT 21	1,100	2	Y	Y	Y	Y
UNIT 22	1,100	2	Y	Y	Y	Y
UNIT 23	1,100	2	Y	Y	Y	Y
UNIT 24	1,100	2	Y	Y	Y	Y
TOTAL	26,400	48	48	48	48	48

UNIT	SQUARE FEET	NUMBER OF SLEEPERS	WALK-IN CLOSET	BATH	KITCHEN	DISPOSABLE UNIT
UNIT 1	1,100	2	Y	Y	Y	Y
UNIT 2	1,100	2	Y	Y	Y	Y
UNIT 3	1,100	2	Y	Y	Y	Y
UNIT 4	1,100	2	Y	Y	Y	Y
UNIT 5	1,100	2	Y	Y	Y	Y
UNIT 6	1,100	2	Y	Y	Y	Y
UNIT 7	1,100	2	Y	Y	Y	Y
UNIT 8	1,100	2	Y	Y	Y	Y
UNIT 9	1,100	2	Y	Y	Y	Y
UNIT 10	1,100	2	Y	Y	Y	Y
UNIT 11	1,100	2	Y	Y	Y	Y
UNIT 12	1,100	2	Y	Y	Y	Y
UNIT 13	1,100	2	Y	Y	Y	Y
UNIT 14	1,100	2	Y	Y	Y	Y
UNIT 15	1,100	2	Y	Y	Y	Y
UNIT 16	1,100	2	Y	Y	Y	Y
UNIT 17	1,100	2	Y	Y	Y	Y
UNIT 18	1,100	2	Y	Y	Y	Y
UNIT 19	1,100	2	Y	Y	Y	Y
UNIT 20	1,100	2	Y	Y	Y	Y
UNIT 21	1,100	2	Y	Y	Y	Y
UNIT 22	1,100	2	Y	Y	Y	Y
UNIT 23	1,100	2	Y	Y	Y	Y
UNIT 24	1,100	2	Y	Y	Y	Y
TOTAL	26,400	48	48	48	48	48

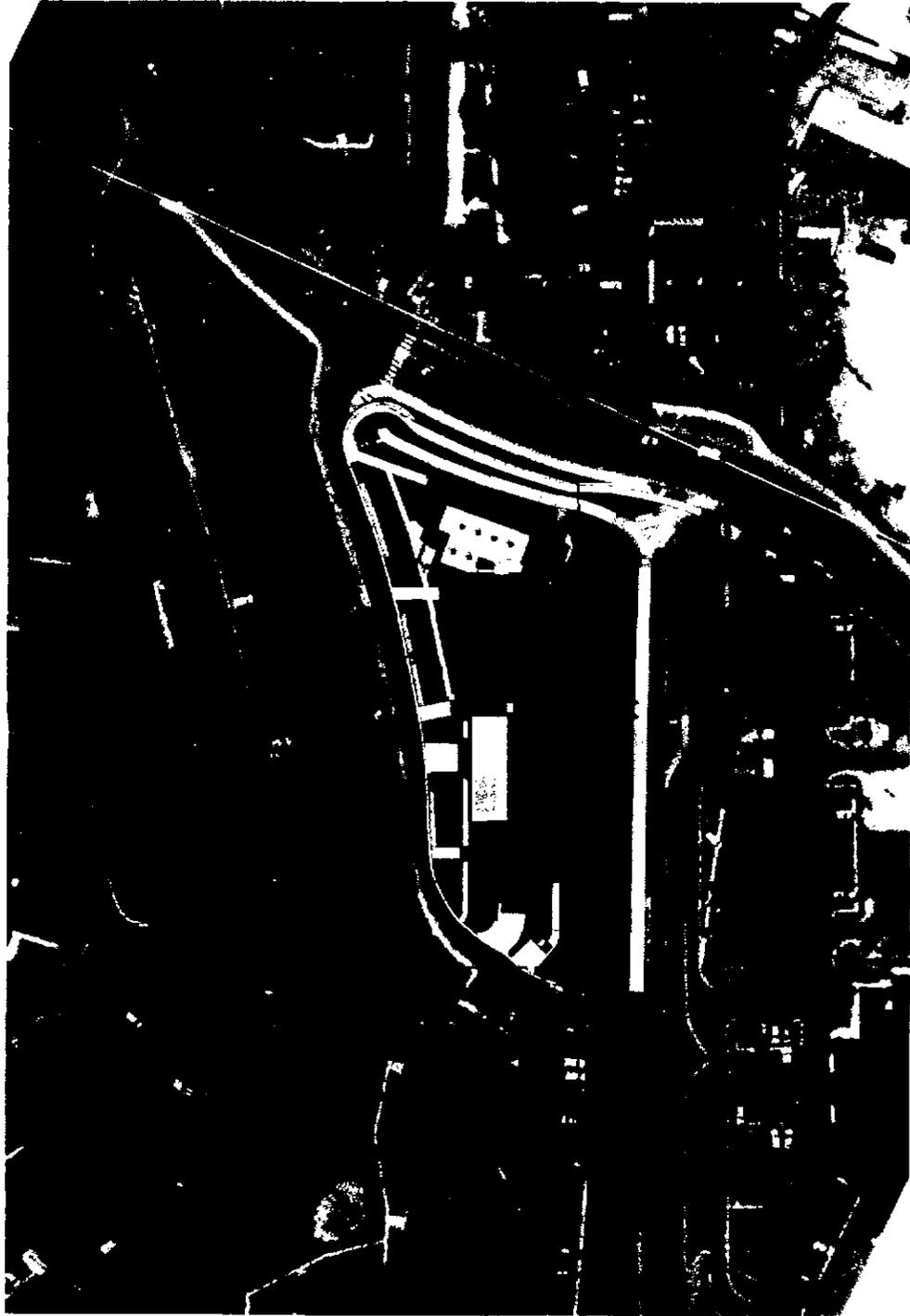
Mark Packer  
**Iron Horse  
 Mixed Use Building**  
 Iron Horse Loop Road  
 Park City, Utah 84050

allott  
 workgroup  
 architecture  
 444 Main Street, 2nd Floor, Park City, Utah 84050  
 435.639.4444 | 435.639.4444

**Master Planned Development**  
 June 11th, 2009 (Revised 11/11/2010)

Appendix Set  
 Planning Commission 12.8.2010  
 NOV 12 2010  
 UNIT EQUIVALENTS & AFFORDABLE HOUSING  
 STUDY  
**AH - 1**

AERIAL VIEW  
SCALE 1" = 40'-0"



NOV 17 2010

A - 0.1

AERIAL VIEW

Approved Set  
Planning Comm 12.8.2010

OWNER: [unreadable] ARCHITECT: [unreadable]

Mark Fischer  
**Iron Horse  
Mixed Use Building**  
Iron Horse Loop Road  
Park City, Utah 84060

**elliott  
workgroup**  
architecture  
300 Main Street, PO Box 1420 Park City, Utah 84060  
435.842.8282 303.413.7444

**Master Planned Development**  
June 11th, 2009 (Revised 11/11/2010)

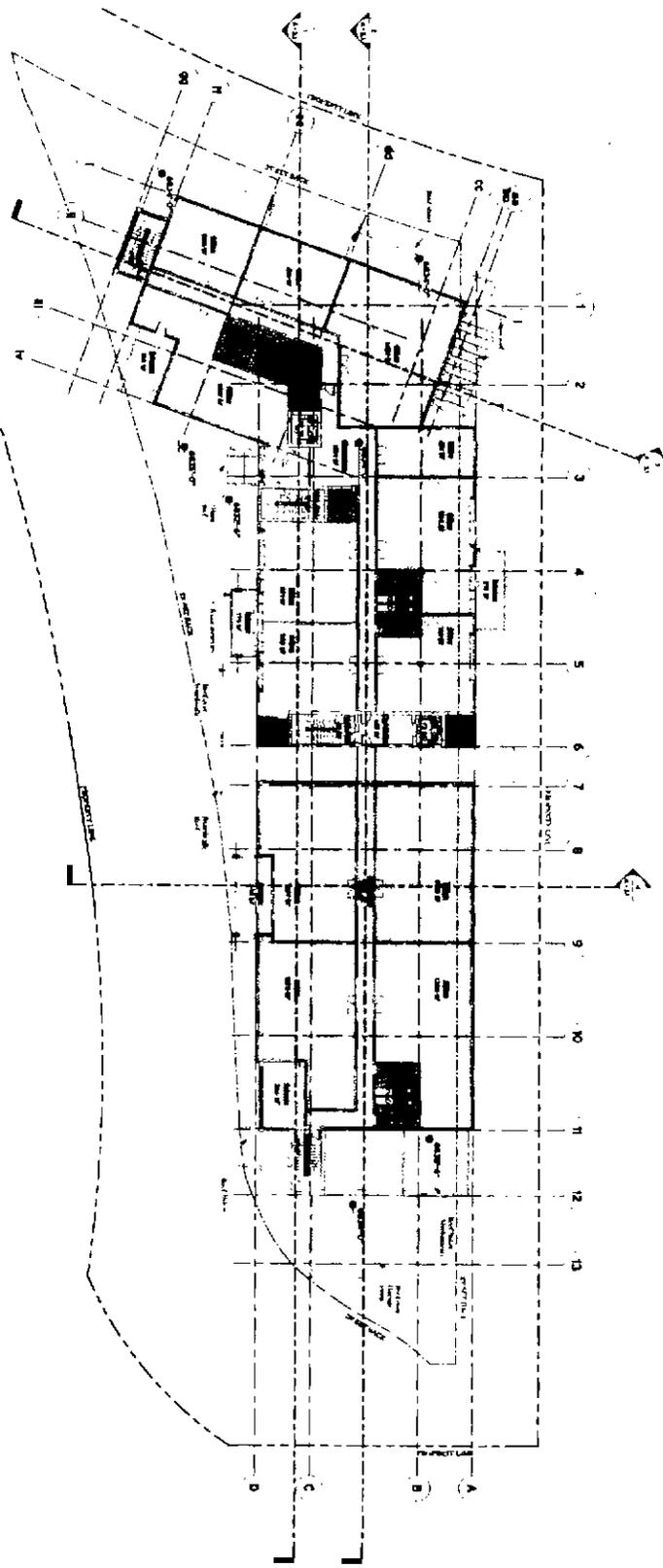








FLOOR PLAN LEVEL 2  
SCALE: 1/8" = 1'-0"



Room No.	Room Name	Area (sq. ft.)	Volume (cu. ft.)	Notes
101	Office	1200	36000	
102	Office	1200	36000	
103	Office	1200	36000	
104	Office	1200	36000	
105	Office	1200	36000	
106	Office	1200	36000	
107	Office	1200	36000	
108	Office	1200	36000	
109	Office	1200	36000	
110	Office	1200	36000	
111	Office	1200	36000	
112	Office	1200	36000	
113	Office	1200	36000	
114	Office	1200	36000	
115	Office	1200	36000	
116	Office	1200	36000	
117	Office	1200	36000	
118	Office	1200	36000	
119	Office	1200	36000	
120	Office	1200	36000	
121	Office	1200	36000	
122	Office	1200	36000	
123	Office	1200	36000	
124	Office	1200	36000	
125	Office	1200	36000	
126	Office	1200	36000	
127	Office	1200	36000	
128	Office	1200	36000	
129	Office	1200	36000	
130	Office	1200	36000	
131	Office	1200	36000	
132	Office	1200	36000	
133	Office	1200	36000	
134	Office	1200	36000	
135	Office	1200	36000	
136	Office	1200	36000	
137	Office	1200	36000	
138	Office	1200	36000	
139	Office	1200	36000	
140	Office	1200	36000	
141	Office	1200	36000	
142	Office	1200	36000	
143	Office	1200	36000	
144	Office	1200	36000	
145	Office	1200	36000	
146	Office	1200	36000	
147	Office	1200	36000	
148	Office	1200	36000	
149	Office	1200	36000	
150	Office	1200	36000	

Approved: *St. Planning Comm 12.8.2010*

FLOOR PLAN LEVEL 2  
A-112

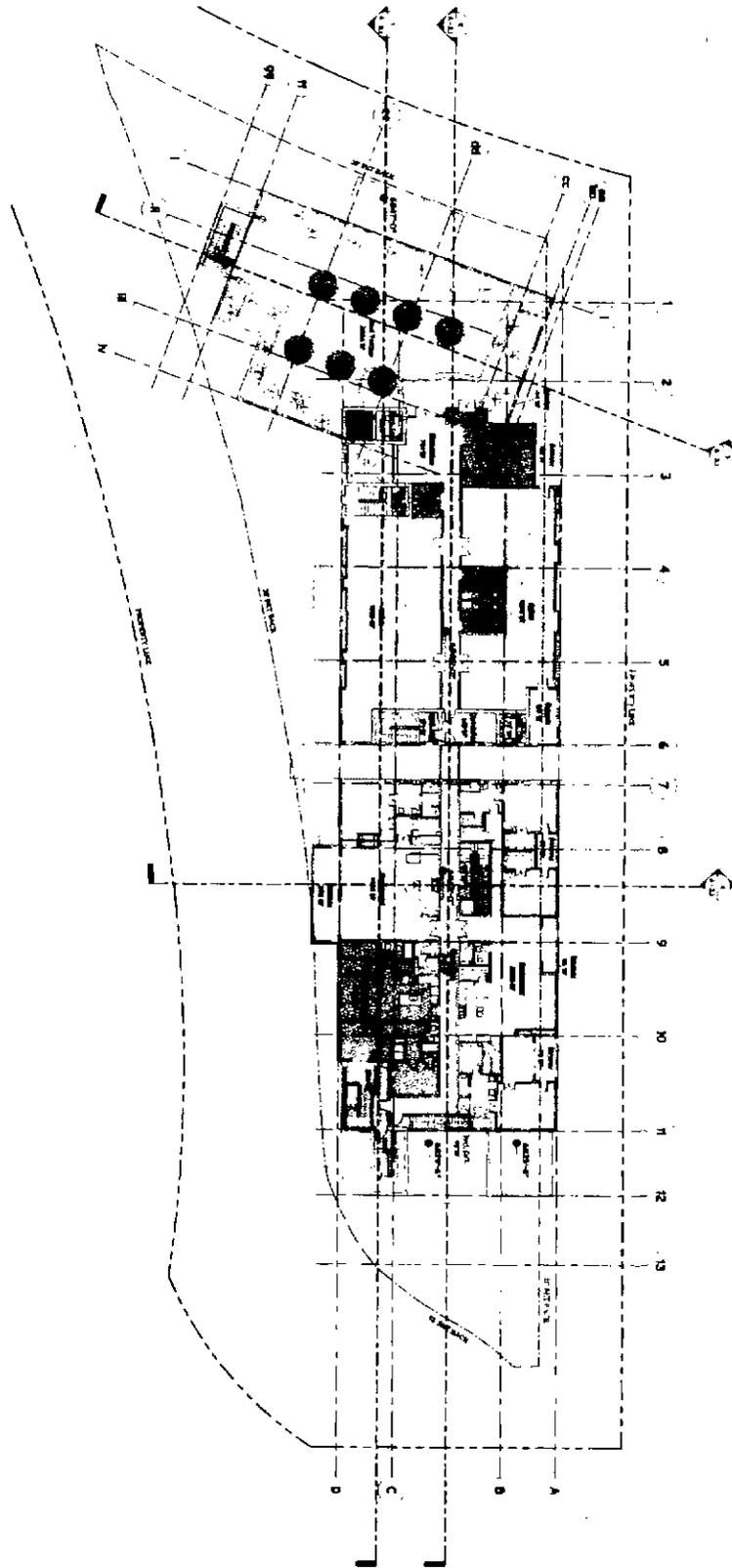
NOV 12 2010

Mark Fischer  
**Iron Horse  
Mixed Use Building**  
Iron Horse Loop West  
Park City, Utah 84060

**eliot  
WORKGROUP  
architecture**  
264 West 200th St. Suite 100  
Park City, Utah 84060  
435.246.2002 ext. 2111 www.eliotworkgroup.com

**Master Planned Development**  
June 11th, 2009 (Revised 11/11/2010)

FLOOR PLAN LEVEL 3  
SCALE: 1/8" = 1'-0"



Room No.	Room Name	Area (sq. ft.)	Notes
301	MECHANICAL ROOM	150	
302	ELECTRICAL ROOM	100	
303	STAIR	200	
304	STAIR	200	
305	STAIR	200	
306	STAIR	200	
307	STAIR	200	
308	STAIR	200	
309	STAIR	200	
310	STAIR	200	
311	STAIR	200	
312	STAIR	200	
313	STAIR	200	
314	STAIR	200	
315	STAIR	200	
316	STAIR	200	
317	STAIR	200	
318	STAIR	200	
319	STAIR	200	
320	STAIR	200	

Approved Set-Planning Form 12.8.2010

CONTRACT ELEMENTS AND SCHEDULES (11.20.2009)

A-1.3

FLOOR PLAN LEVEL 3

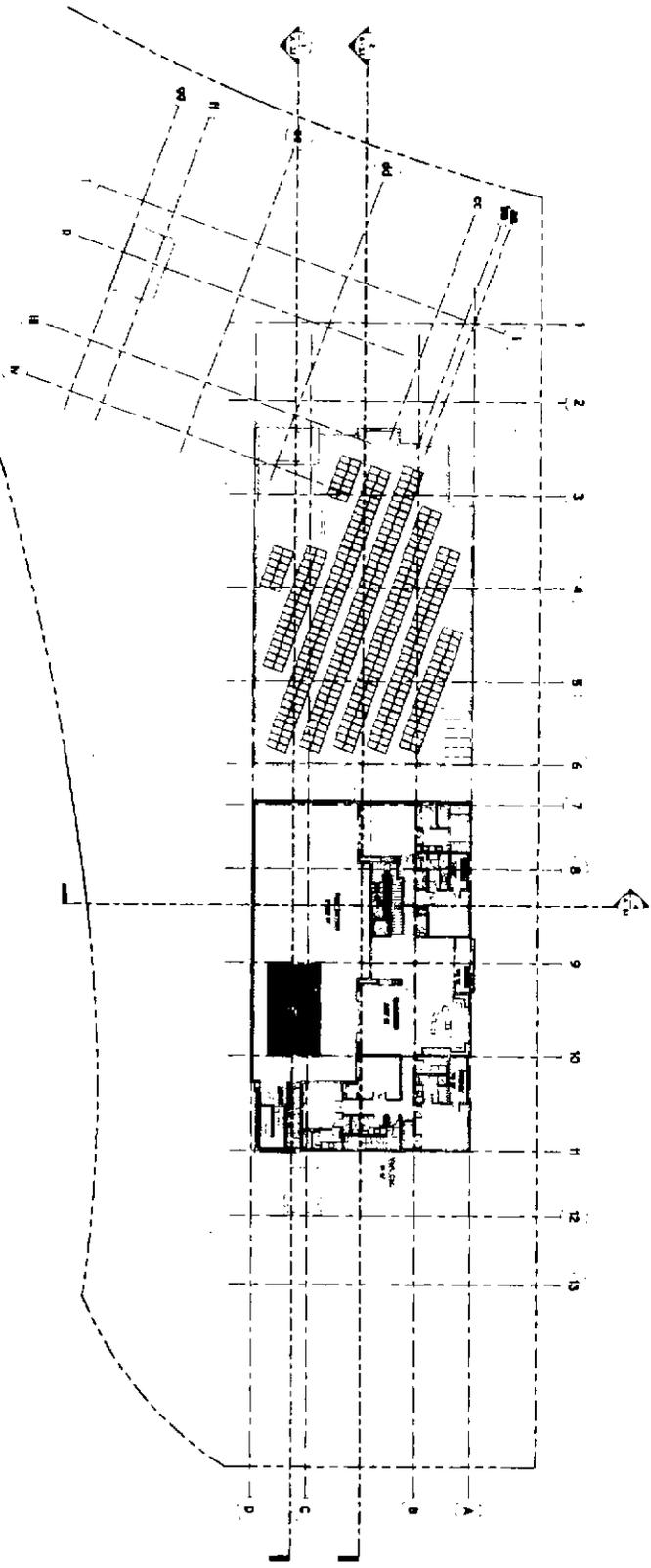
NOV 12 2009

Mark Fischer  
**Iron Horse Mixed Use Building**  
Iron Horse Loop Road  
Park City, Utah 84060

**elliott workgroup**  
architecture  
114 South Street - Park City, Utah 84060  
435.636.0402 435.636.1111 www.elliottworkgroup.com

**Master Planned Development**  
June 11th, 2009 (Revised 11/11/2010)

FLOOR PLAN LEVEL 4  
SCALE: 1/8" = 1'-0"



Room No.	Room Name	Area (sq. ft.)	Notes
101	Office	1200	
102	Office	1200	
103	Office	1200	
104	Office	1200	
105	Office	1200	
106	Office	1200	
107	Office	1200	
108	Office	1200	
109	Office	1200	
110	Office	1200	
111	Office	1200	
112	Office	1200	
113	Office	1200	
114	Office	1200	
115	Office	1200	
116	Office	1200	
117	Office	1200	
118	Office	1200	
119	Office	1200	
120	Office	1200	
121	Office	1200	
122	Office	1200	
123	Office	1200	
124	Office	1200	
125	Office	1200	
126	Office	1200	
127	Office	1200	
128	Office	1200	
129	Office	1200	
130	Office	1200	
131	Office	1200	
132	Office	1200	
133	Office	1200	
134	Office	1200	
135	Office	1200	
136	Office	1200	
137	Office	1200	
138	Office	1200	
139	Office	1200	
140	Office	1200	
141	Office	1200	
142	Office	1200	
143	Office	1200	
144	Office	1200	
145	Office	1200	
146	Office	1200	
147	Office	1200	
148	Office	1200	
149	Office	1200	
150	Office	1200	
151	Office	1200	
152	Office	1200	
153	Office	1200	
154	Office	1200	
155	Office	1200	
156	Office	1200	
157	Office	1200	
158	Office	1200	
159	Office	1200	
160	Office	1200	
161	Office	1200	
162	Office	1200	
163	Office	1200	
164	Office	1200	
165	Office	1200	
166	Office	1200	
167	Office	1200	
168	Office	1200	
169	Office	1200	
170	Office	1200	
171	Office	1200	
172	Office	1200	
173	Office	1200	
174	Office	1200	
175	Office	1200	
176	Office	1200	
177	Office	1200	
178	Office	1200	
179	Office	1200	
180	Office	1200	
181	Office	1200	
182	Office	1200	
183	Office	1200	
184	Office	1200	
185	Office	1200	
186	Office	1200	
187	Office	1200	
188	Office	1200	
189	Office	1200	
190	Office	1200	
191	Office	1200	
192	Office	1200	
193	Office	1200	
194	Office	1200	
195	Office	1200	
196	Office	1200	
197	Office	1200	
198	Office	1200	
199	Office	1200	
200	Office	1200	

NOV 12 2010

FLOOR PLAN LEVEL 4  
A-1.1.4

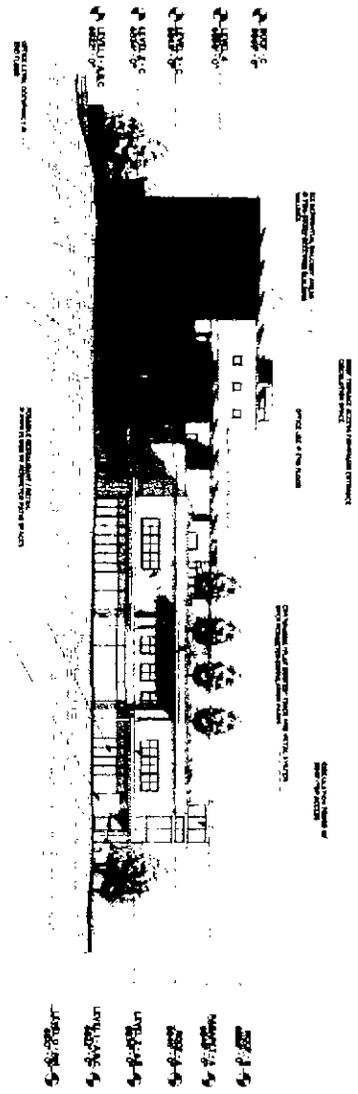
Mark Fischer  
**Iron Horse  
Mixed Use Building**  
Iron Horse Loop Road  
Park City, Utah 84060

**allison  
workgroup**  
architecture  
115 West Main Street, Suite 1000, Park City, Utah 84060  
435.246.2000 • 435.246.2001 • Fax 435.246.2002

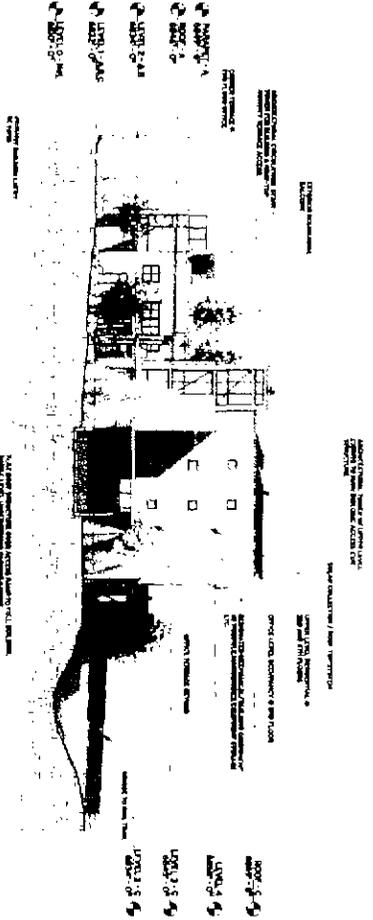
**Master Planned Development**  
June 11th, 2009 (Revised 11/11/2010)

Approved Set Planning Commission  
12.8.2013





1. MID-WEST ELEVATION  
SCALE: 1/8" = 1'-0"



2. MID-EAST ELEVATION  
SCALE: 1/8" = 1'-0"

Master Planned Development  
June 11th, 2009 (Revised 11/11/2010)

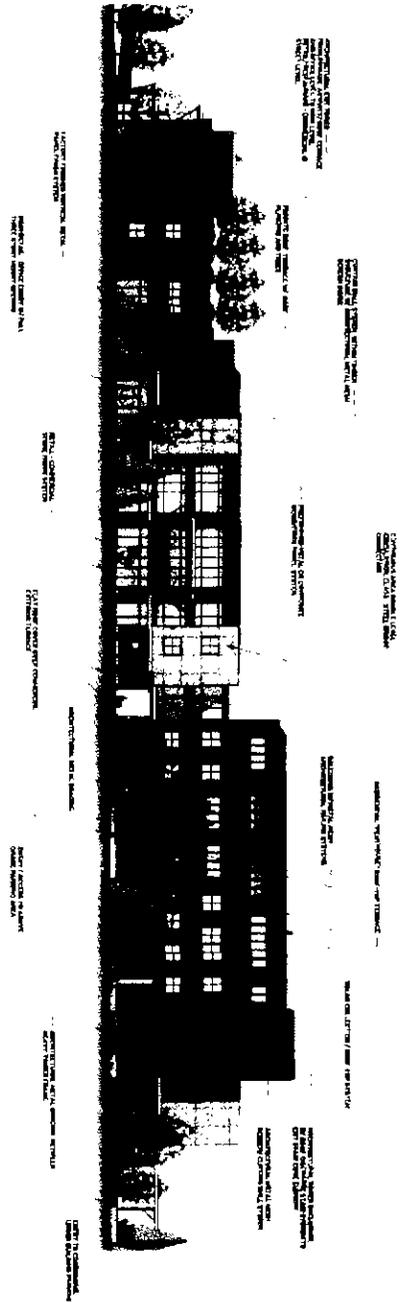


Mark Fischer  
**Iron Horse  
Mixed Use Building**  
Iron Horse Loop Road  
Park City, Utah 84060

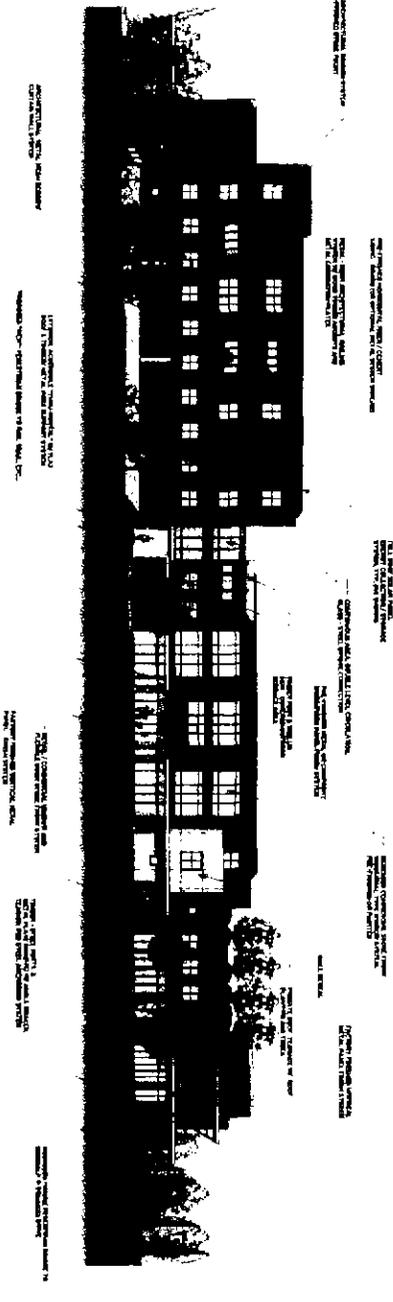
NOV 12 2010  
A. 2.2

APPROVED FOR THE CITY OF PARK CITY  
Approved Site Planning  
12.8.2010

SOUTH ELEVATION - COLOR  
SCALE: 1/8" = 1'-0"



NORTH ELEVATION - COLOR  
SCALE: 1/8" = 1'-0"



Mark Fisher  
**Iron Horse  
Mixed Use Building**  
Iron Horse Lane Road  
Park City, Utah 84060

**OPTION**  
**WORKGROUP**  
architecture  
1110 Main Street - Park City, Utah 84060  
435.733.1111

**Master Planned Development**  
June 11th, 2009 (Revised 11/11/2010)

APPROVED BY PLANNING COMMISSION  
**Approved by Planning Commission**  
12.8.2010

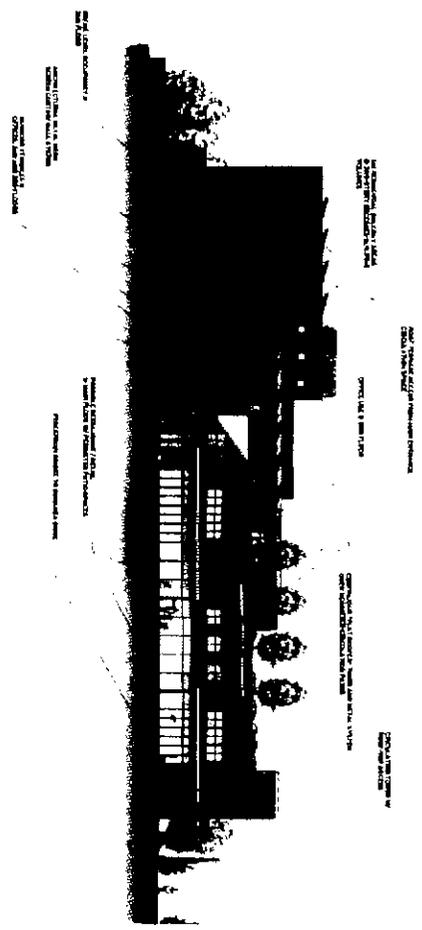
**A-2.3**

NOV 12 2010

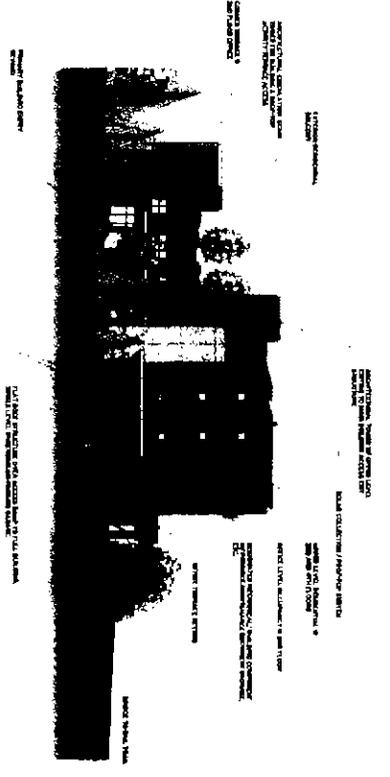
COLOR ELEVATIONS

Approved Set Planning Comm  
12.8.2010

1 WEST ELEVATION - COLOR  
SCALE 1/8" = 1'-0"



2 EAST ELEVATION - COLOR  
SCALE 1/8" = 1'-0"



NOV 12 2010

A - 2.4

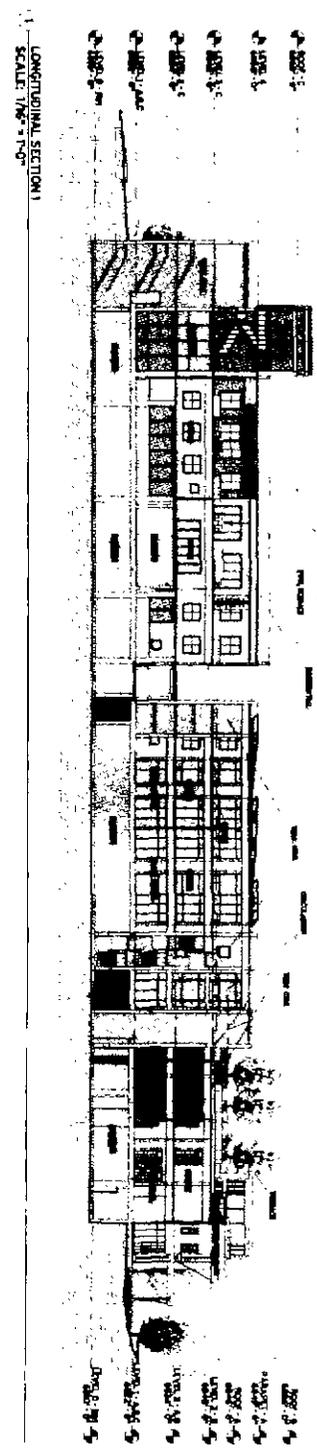
COLOR ELEVATIONS

Mark Fischer  
**Iron Horse  
Mixed Use Building**  
Iron Horse Loop Road  
Park City, Utah 84060

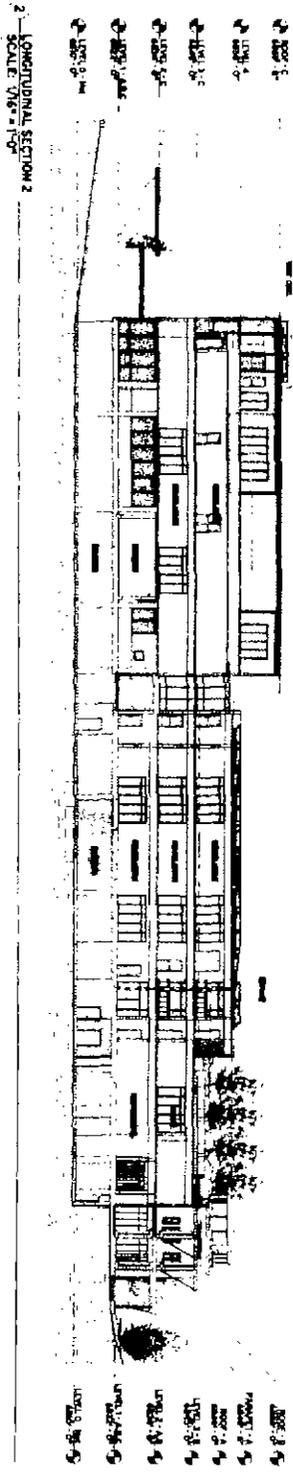
**WORKERS**  
architecture  
1000 Main Street, PO Box 2412, Park City, Utah 84060  
435.263.4471 • 1811 1/2 10th • www.workersarch.com

**Master Planned Development**  
June 11th, 2009 (Revised 11/11/2010)

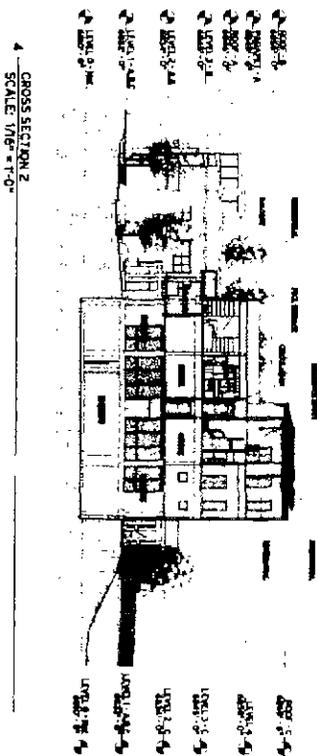
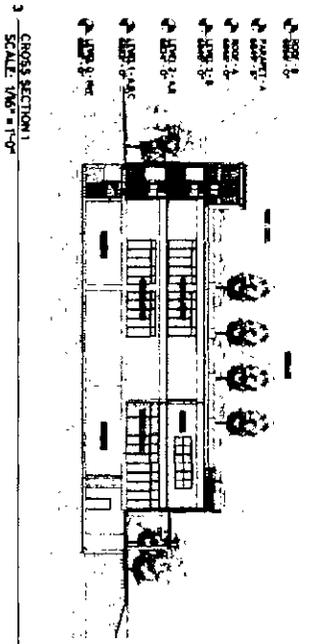
Approved for Planning Comm  
12. 8. 2010



Master Planned Development  
June 11th, 2009 (Revised 11/11/2010)



**WORKGROUP**  
architecture  
Iron Horse Loop Road  
Park City, Utah 84060



**A - 3.1**  
BUILDING SECTIONS

Mark Fischer  
**Iron Horse  
Mixed Use Building**  
Iron Horse Loop Road  
Park City, Utah 84060



Approved Set Planning Comm  
12.8.2010



CONTEMPORARY ARCHITECTURE  
ARCHITECTURE, LLC 2009

A-4.1

NOV 12 2010  
3D VISUALS

Mark Fischer  
**Iron Horse  
Mixed Use Building**  
Iron Horse Loop Road  
Park City, Utah 84060

small  
workgroup  
architecture  
Mark Fischer, 2009, 2010, Park City, Utah 84060  
755 S. Front Street, Suite 200, Park City, Utah 84060

**Master Planned Development**  
June 11th, 2009 (Revised 11/11/2010)

EXHIBIT E

PEDESTRIAN BRIDGE AGREEMENT

*Mailed for recording  
November 19, 2003 ji*

When recorded please return to:  
PARK CITY MUNICIPAL CORPORATION  
Legal Department  
P O Box 1480  
Park City UT 84060

Fee Exempt per Utah Code  
Annotated 1953 21-7-2

**ENCROACHMENT PERMIT FOR IMPROVEMENTS  
IN CITY PROPERTY AND EASEMENT FOR PUBLIC ACCESS**

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (hereinafter City) and CENTURA RAIL CENTRAL, L.L.C., FORMERLY KNOWN AS CENTURA CANYONS L.L.C., a Utah limited liability company (hereinafter Centura) and OL MINER PARTNERS, L.L.C., a Utah limited liability company (hereinafter Ol Miner) to set forth the terms and conditions under which the City will permit Centura to build, maintain, and use certain improvements within the City property and right-of-way known as the Rail Trail Parcel, Park City, Utah, and whereby Centura and Ol Miners will grant a public access easement across their properties to a parking area on the Rail Trail Parcel for use as Rail Trail parking only.

1. This encroachment permit and easement agreement shall be appurtenant to the following described property:

A. Centura Commons, a two lot subdivision containing Lots A and B, located at 1790 and 1800 Bonanza Drive, as more specifically described at Exhibit A, attached hereto and incorporated herein by reference (hereinafter "Centura Commons property"); and

B. Rail Trail Parcel, as more specifically described at Exhibit B, attached hereto and incorporated herein by reference (hereinafter "Rail Trail Parcel").

This agreement is not transferable to other property, but is freely transferable with the title to each of the properties identified above. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Centura and Ol Miner.

2. Centura is hereby permitted to build, maintain, and use the following improvements<sup>1</sup> within the City's Rail Trail Parcel (All improvements contemplated by this agreement shall be installed

---

<sup>1</sup> Unless otherwise stated herein, Centura shall be solely responsible for all costs of installing, building and maintaining the improvements discussed herein.

and/or constructed in substantial conformance with the locations and scales depicted on the site plan dated November 3, 2003 and approved by the City Council of Park City, attached hereto and incorporated herein as Exhibit C):

- A. Driveway: Centura shall construct and maintain an asphalt driveway beginning at a location between Buildings One and Two of the Rail Central Development (hereinafter "Rail Central") and running easterly behind Building Two to the Rail Trail Parking Lot and connecting to the Rail Central parking located to the north of the Rail Trail. The driveway shall be limited to a maximum of sixteen feet (16') in width. No parking shall be allowed on the driveway.
- B. Rail Trail Parking Lot: Centura shall construct and maintain an asphalt eleven (11) space parking lot for use as Rail Trail parking only. Centura shall install signs marking the lot as "Parking for Rail Trail Users Only."
- C. Landscaping and Irrigation: Centura shall landscape and irrigate the areas surrounding the driveway and Rail Trail Parking Lot discussed herein at Paragraphs 2A and 2B for the full length of Centura's property line to the east. City will landscape and irrigate the Rail Trail Parcel lying south of Rail Central Building One—the City intends to landscape as close to the property line as possible adjacent to Centura's deck/patio and also intends to place a few picnic tables on said property to encourage use of the area.
- D. Pedestrian Connection: Subject to the approval of the City Council of Park City, Centura may construct a pedestrian connection connecting Rail Central Building One to the Rail Trail, and continuing in a southerly direction across the creek located south of the Rail Trail. The Parties hereby agree that the City Council of Park City, as owner of the Rail Trail Parcel, has unfettered discretion to approve or deny the pedestrian connection for any reason, including but not limited to aesthetics and scale. If the City Council of Park City has not approved design plans for said pedestrian connection on or before December 31, 2005, then this subsection (2D) shall be null and void and Centura's request to construct said pedestrian bridge shall be considered denied.
- E. ADA Connection to Rail Trail: Centura shall construct an ADA compliant ramp

connecting the Rail Trail Parking Lot to the Rail Trail. City shall pay the full cost of constructing this ADA connection to the Rail Trail.

- F. Public Art: The City, at its sole discretion, may install public art on the Rail Trail. If the City elects to install public art on the Rail Trail, Centura agrees to match the City's contribution to the cost of said public art up to a maximum of Five Thousand Dollars (\$5,000.00). If the City elects to install public art in a location other than the Rail Trail, then Centura at its sole discretion may elect to match the City's contribution to the public art up to a maximum of Five Thousand Dollars \$5,000.00).
- G. Public Restrooms: Centura agrees to build and maintain public restrooms on the ground floor, east end of Rail Central Building One. Centura agrees that said public restrooms will remain open to the public during normal Park City Parks operating hours (ie., same hours of operation as the Park City Skate Park).
- H. Public Access Easement: Centura and Ol Miner hereby grant and convey a public access easement across the Centura Commons property (Lots A and B) for access between Bonanza Drive and the Rail Trail Parking Lot, as shown on Exhibit C herein. City hereby grants and conveys to Centura and Ol Miner a site circulation easement on those portions of the driveway discussed herein at Paragraph 2A lying within the Rail Trail Parcel.
- I. Soil Exportation/Fill Materials: Except as expressly provided otherwise herein, Centura shall not export soil from the Centura Commons property to the Rail Trail Parcel. Centura shall be solely responsible to pay all costs associated with the exportation of any/all hazardous soils from the Centura Commons property—no hazardous soils shall be exported from the Centura Commons property to the Rail Trail parcel. Subject to review and approval by the City's Environmental Specialist and/or Chief Building Official, non-hazardous soils may be exported from the Centura Commons property to the Rail Trail Parcel for use as fill material in areas to be landscaped by the City.
- J. Project Coordination: Centura hereby agrees to coordinate the construction and/or installation of improvements discussed herein with the City's Rail Trail improvements project.

3. **Development Review Process Unaffected by this Agreement:** Centura acknowledges that the City is party to this agreement solely as property owner. Nothing in this Agreement constitutes nor shall be construed as a waiver of any development code provisions applicable to Centura's Rail Central development project, including but not limited to the Park City Land Management Code, Municipal Code, Sign Code, and International Building Code. This agreement shall not be construed to create any assumption of development approvals. Centura's Rail Central development, including any/all improvements contemplated by this agreement, shall be subject to all applicable development processes and requirements.

4. No permanent right, title, or interest of any kind shall vest in Centura or Ol Miner in the Rail Trail Parcel by virtue of this agreement. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

5. Centura or its successors shall maintain the improvements described herein at Paragraph 2 in a safe, functional, and good state of repair at all time, and upon notice from the City, will repair any damages, weakened, or failed sections. Centura shall have complete maintenance responsibility for all improvements described herein, less and excepting any improvements installed or constructed by City on the Rail Trail Parcel. Centura agrees to hold the City harmless and indemnify the City for any and all claims arising from Centura's use of the Rail Trail Parcel, or from the failure of the Centura's improvements.

6. In the event that Centura or its successors or assigns fails to maintain the improvements described herein at Paragraph 2 in a safe, functional, and good state of repair at all times, City may elect, at its sole discretion, one or more of the following remedies after providing thirty (30) days written notice to Centura of such failure to maintain and opportunity to cure:

- A. Require specific performance of Centura of maintenance necessary to render the offending improvement safe and functional;
- B. Perform the necessary maintenance and recover the costs and expenses therefore from Centura;
- C. Close, stabilize, demolish, or remove the offending improvement if the improvement represents a hazard to the public health or safety if the offenses are not promptly cured;

- D. All other remedies available at law or equity;
- E. Terminate this agreement; and
- F. Obtain reimbursement from Centura for City's costs, including administrative time and legal fees, incurred in pursuing its remedies under this agreement.

7. This agreement shall be perpetual unless terminated pursuant to Paragraph 6 herein. In the event that this agreement is so terminated, Centura shall remove the pedestrian bridge at its sole expense. The City may elect, at its sole discretion, to maintain the driveway and/or Rail Trail Parking Lot or remove said improvements at its sole expense.

8. This agreement represents the entire integrated agreement between City and Centura and OI Miner and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written modification signed by both parties.

DATED this 6 day of NOVEMBER, 2003.

**PARK CITY MUNICIPAL CORPORATION**

*Dana Williams*  
 Dana Williams, Mayor

ATTEST:

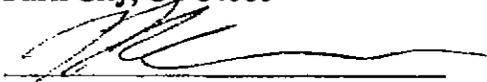
*Janet M. Scott*  
 City Recorder's Office

APPROVED AS TO FORM:

*Timothy L. Cook*  
 City Attorney's Office

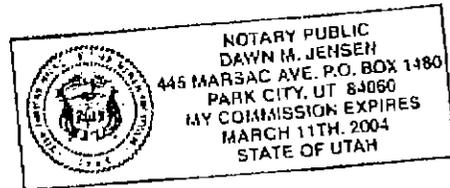


CENTURA RAIL CENTRAL, L.L.C., FORMERLY KNOWN AS CENTURA CANYONS L.L.C.  
2476 Aspen Springs Drive  
Park City, UT 84060

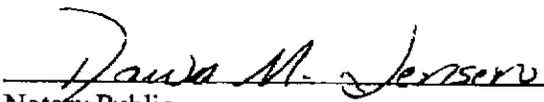
  
Rodman W. Jordan, Corporate Manager

**Acknowledgment**

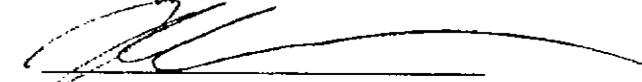
STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF SUMMIT    )



On this 18<sup>th</sup> day of Nov., 2003 personally appeared before me Rodman W. Jordan, whose identity is personally known to me or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the Corporate Manager of Centura Rail Central, L.L.C. by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said L.L.C. executed the same.

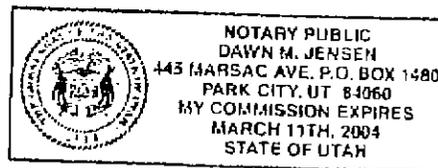
  
Notary Public

OL MINER PARTNERS, L.L.C., A UTAH LIMITED LIABILITY COMPANY  
2476 Aspen Springs Drive  
Park City, UT 84060

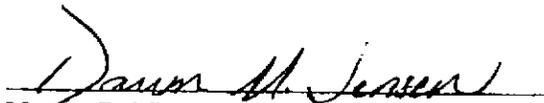
  
Rodman W. Jordan, Corporate Manager

**Acknowledgment**

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF SUMMIT    )



On this 18<sup>th</sup> day of Nov., 2003, personally appeared before me Rodman W. Jordan, whose identity is personally known to me or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he is the Corporate Manager of Ol Miner Partners, L.L.C. by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged to me that said L.L.C. executed the same.

  
Notary Public

**EXHIBIT A**

**Order Number: 13852**

**LEGAL DESCRIPTION**

PARCEL 1:

LOT A, CENTURA COMMONS, A TWO LOT SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

(TAX SERIAL NO. CCOM-A)

PARCEL 2:

LOT B, CENTURA COMMONS, A TWO LOT SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

(TAX SERIAL NO. CCOM-B)

ADDRESSES:

PARCEL 1  
1790 BONANZA DRIVE, PARK CITY, UTAH 84060

PARCEL 2  
1800 BONANZA DRIVE, PARK CITY, UTAH 84060

UNION PACIFIC RAILROAD COMPANY  
Park City, Summit County, Utah

EXHIBIT "A"

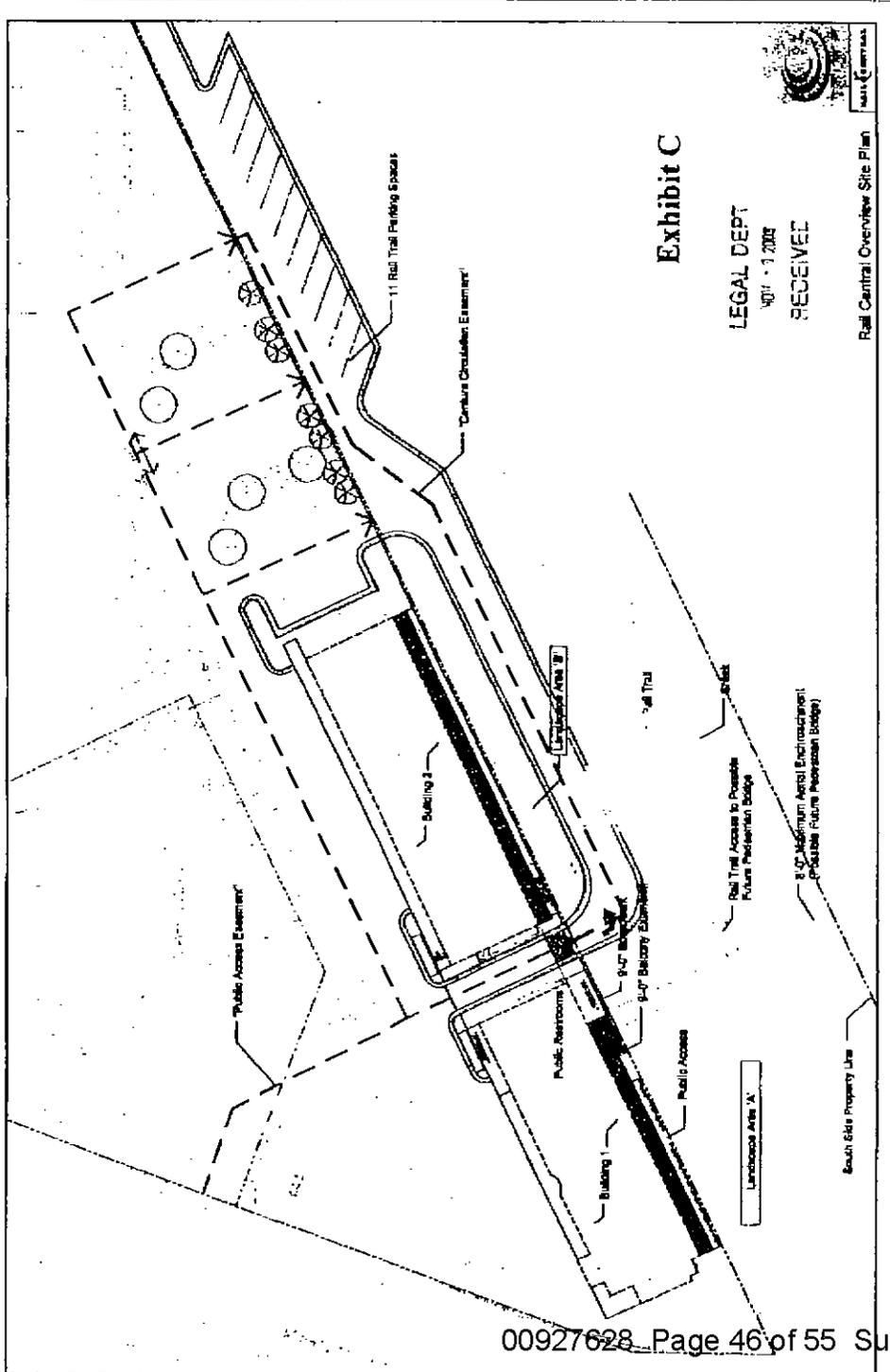
A 100 foot wide strip of land situate in the NW ¼ of the SE ¼ of Section 9, Township 2 South, Range 4 East Salt Lake Meridian, Summit County, Utah, said strip of land lying 50.0 feet on each side of the centerline of main track of the Union Pacific Railroad Company, as was constructed and operated, extending southwesterly from the north line to the west line of said SE ¼ of Section 9.

Containing an area of 1.977 acres, more or less

Office of Real Estate  
Omaha, Nebraska  
January 6, 2000

Written by: JCO  
41998.leg

**Exhibit B**  
**Rail Trail Parcel**



**Exhibit C**

LEGAL DEPT  
 10/11 - 1/2012  
 RECEIVED



Rail Central Overview Site Plan

03-1106B

Recorded at the request of and return  
to: Park City Municipal Corp.  
Attn: City Recorder

Fee Exempt per Utah Code  
Annotated 1953 21-7-2

**FIRST ADDENDUM TO AN ENCROACHMENT PERMIT FOR IMPROVEMENTS IN CITY  
PROPERTY AND EASEMENT FOR PUBLIC ACCESS**

THIS FIRST ADDENDUM is made and entered into in duplicate this 17<sup>th</sup> day of August, 2006, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), Centura Rail Central, LLC, a Utah limited liability company ("Centura"), and Ol' Miner Partners, LLC, a Utah limited liability company ("Ol' Miner"), to amend the ENCROACHMENT PERMIT FOR IMPROVEMENTS IN CITY PROPERTY AND EASEMENT FOR PUBLIC ACCESS signed and executed by the Parties, and recorded on November 19, 2003.

WITNESSETH;

WHEREAS, the parties entered into ENCROACHMENT PERMIT FOR IMPROVEMENTS IN CITY PROPERTY AND EASEMENT FOR PUBLIC ACCESS (hereinafter "Original Agreement"); and

WHEREAS, more parking is needed for Rail Trail usage; and

WHEREAS, space exists in the area lying south of Building Two for an additional twelve spots; and

WHEREAS, Centura requires additional time to prepare plans for a pedestrian connection; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time for such performance.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. **Section (2)(B) Rail Trail Parking Lot.** Centura shall construct and maintain an asphalt eleven (11) space parking lot and a twelve (12) space parking lot for use as Rail Trail parking only. The twelve space parking lot shall be located in the area lying south of Building Two and shall contain one handicapped van parking stall. Centura shall install signs marking all spaces in both lots as "Parking for Rail Trail Users Only." The parking lot construction shall be completed on or before October 15, 2006. None of the parking herein shall count towards code required parking for any permit or master plan proposed by Centura. Centura as landlord will also be held responsible for tenant violations of Rail Trail only parking spaces. Repeated violations shall be subject to the default provisions of Paragraphs 6 and 7 of the Original Agreement.
  
2. **Section (2)(C) Landscaping and Irrigation.** Centura shall landscape in conformance with the Prospector Landscaping and Maintenance of Soil Cover Ordinance (03-50), the areas surrounding the driveway and the 11 space Rail Trail Parking Lot discussed herein at Paragraphs 2A and 2B for the full length of Centura's property line to the east on or before October 15, 2006. City will landscape and irrigate the Rail Trail Parcel lying south of Rail Central Building One - the City intends to landscape as close to the property line as possible adjacent to Centura's deck/patio and also intends to place a few picnic tables on said property. Should the City remove the new parking Lot pursuant

00789648 Bk01814 Pg00630-00633  
JEAN SPRIGGS, SUMMIT CO RECORDER  
2006 AUG 31 10:17 AM FEE \$1.00 BY G6B  
REQUEST: PARK CITY MUNICIPAL CORP

to Section 7, Centura shall landscape the area in conformance with plan approved with the Original Agreement.

3. **Section (2)(D) Pedestrian Connection.** Subject to the approval of the City Council of Park City, Centura may construct a pedestrian connection connecting the Rail Central Building One to the Rail Trail, and continuing in a southerly direction across the creek located south of the Rail Trail. The Parties hereby agree that the City Council of Park City, as owner of the Rail Trail Parcel, has unfettered discretion to approve or deny the pedestrian connection for any reason, including but not limited to aesthetics and scale. If the City Council of Park City has not approved design plans for said pedestrian connection on or before December 31, 2007, then this subsection (2D) shall be null and void and Centura's request to construct said pedestrian bridge shall be considered denied. This approval is in no way intended to contradict the Land Management Code requirement for on-site parking and accordingly is not intended to facilitate the use of parking on the south side of the Rail Trail for development on Centura property to the north.
4. **Section (2) (E) ADA Connection to the Rail Trail:** Centura shall construct an ADA compliant ramp connecting the Rail Trail to the Public Restrooms in Building One. City shall pay the full cost of constructing this ADA connection to the Rail Trail. Centura shall construct a paved ramp from the 11 space Rail Trail parking lot at the Southeast end of the driveway to the Rail Trail. Centura shall pay the full cost of constructing this ramp to the Rail Trail. The ramp shall be completed on or before October 15, 2006.
5. **OTHER TERMS.** In the event that Centura fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, Centura agrees to pay the City **Two Hundred Dollars (\$200.00)**, which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair, and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.** All other terms and conditions of the Original Agreement shall continue to apply.
6. **ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 8 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

DATED this 17<sup>th</sup> day of August, 2006.

PARK CITY MUNICIPAL CORPORATION  
445 Marsac Avenue  
P.O. Box 1480  
Park City UT 84060-1480

Dana Williams  
Dana Williams, Mayor

Attest:

Janet M. Scott  
Janet M. Scott City Recorder

Approved as to form:

Polly S. McLean  
Polly S. McLean, Assistant City Attorney



CENTURA RAIL CENTRAL, LLC  
2476 Aspen Springs Drive  
Park City, UT 84060

Rodman W. Jordan  
Rodman W. Jordan, Corporate Manager

STATE OF UTAH            )  
  ) ss.  
COUNTY OF SUMMIT    )

On this 21 day of August, 2006, before me, the undersigned notary, personally appeared Rodman W. Jordan, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as Corporate Manager for Centura Rail Central, a limited liability corporation.

Janet M. Scott  
Notary Public



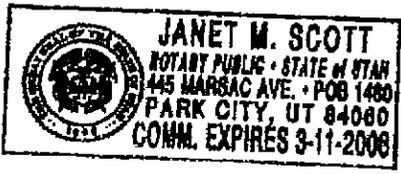
OL MINER PARTNERS, LLC  
2476 Aspen Springs Drive  
Park City, UT 84060

  
Rodman W. Jordan, Corporate Manager

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF SUMMIT    )

On this **21** day of August, 2006, before me, the undersigned notary, personally appeared Rodman W. Jordan personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as Corporate Manager for Ol Miner Partners, a limited liability corporation.

  
Notary Public



**SECOND ADDENDUM TO ENCROACHMENT PERMIT FOR IMPROVEMENTS IN CITY PROPERTY AND EASEMENT FOR PUBLIC ACCESS**

THIS SECOND ADDENDUM is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), M.J.F. 1998 INVESTMENT PARTNERSHIP, LT, a Georgia limited partnership company ("MJF Investment Partnership"), to amend the ENCROACHMENT PERMIT FOR IMPROVEMENTS IN CITY PROPERTY AND EASEMENT FOR PUBLIC ACCESS signed and executed by the Parties, and recorded on November 19, 2003.

WITNESSETH;

WHEREAS, the parties entered into ENCROACHMENT PERMIT FOR IMPROVEMENTS IN CITY PROPERTY AND EASEMENT FOR PUBLIC ACCESS (hereinafter "Original Agreement"); and

WHEREAS, the 2007 Walkable/Bikeable Neighborhood Study identified a pedestrian bridge as a high priority; and

WHEREAS, the Study identified a pedestrian bridge approximate to the pedestrian connection identified in the encroachment permit; and

WHEREAS, MJF Investment Partnership requires additional time to prepare plans for a pedestrian connection; and

WHEREAS, the parties desire to amend the Original Agreement to provide sufficient time for such performance;

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. **Section (2)(D) Pedestrian Connection.** Subject to the approval of the City Council of Park City, MJF Investment Partnership may construct a pedestrian connection connecting the Rail Trail and Rail Central parcel in a southerly direction across the creek to parcel(s) located south of the Rail Trail. The Parties hereby agree that the City Council of Park City, as owner of the Rail Trail Parcel, has unfettered discretion to approve or deny the pedestrian connection for any reason, including but not limited to aesthetics and scale. If the City Council of Park City has not approved design plans for said pedestrian connection on or before December 31, 2010, then this subsection (2D) shall be null and void and MJF Investment Partnership request to construct said pedestrian bridge shall be considered denied.
2. **OTHER TERMS.** All other terms and conditions of the Original Agreement shall continue to apply.
3. **ENTIRE AGREEMENT.** This Second Addendum is a written instrument pursuant to Section 8 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.

IN WITNESS WHEREOF the parties hereto have caused this Second Addendum to be executed the day and year first herein above written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**PARK CITY MUNICIPAL CORPORATION**  
445 Marsac Avenue  
P.O. Box 1480  
Park City UT 84060-1480

\_\_\_\_\_  
Dana Williams, Mayor

Attest:

\_\_\_\_\_  
City Recorder's Office

Approved as to form:

\_\_\_\_\_  
City Attorney's Office

**M. J. F. 1998 INVESTMENT PARTNERSHIP, LP**  
2245 Monitor Drive  
Park City, UT 84060

\_\_\_\_\_  
Mark J. Fisher, Manager

STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF SUMMIT    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned notary, personally appeared \_\_\_\_\_ Mark J. Fisher, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he signed it voluntarily for its stated purpose as Manager for M.J.F. Investment Partnership, a limited liability corporation

\_\_\_\_\_  
Notary Public

EXHIBIT F

PHASING PLAN

July 5, 2011

## **Ironhorse Mixed-Use MPD Phasing Plan**

### **Phase 1**

The first phase includes preparing exterior fencing, excavation, removal of contaminated soils, preparation of foundation sub-base materials, and site rough grading.

Time Frame: *Approximately one year from commencement of construction.*

### **Phase 2**

The second phase includes construction of underground parking, construction of the first floor plate, installation of paving and curbs, and installation of the bridge from property to rail trail.

Time Frame: *Approximately one year from completion of Phase 1.*

### **Phase 3**

The third phase includes construction of the building shell (structure, all exterior materials, interior exit systems, and code required life safety systems) from grid lines (aa) through (gg) and grid lines (1) through (6). Completion of site landscaping from the same grid lines.

Time Frame: *Approximately 18 months from completion of Phase 2.*

### **Phase 4**

The fourth phase includes construction of the remainder of the building shell from grid lines (6) through (13). Final construction of site landscaping.

Time Frame: *Approximately 18 months from completion of Phase 3.*

EXHIBIT G

LIST OF KNOWN PHYSICAL MINE HAZARDS:

NONE KNOWN

**DEVELOPMENT AGREEMENT  
FOR THE  
1555 LOWER IRON HORSE LOOP ROAD MIXED USE BUILDING  
MASTER PLANNED DEVELOPMENT  
PARK CITY, SUMMIT COUNTY, UTAH**

This Development Agreement is entered into as of this \_\_\_\_ day of \_\_\_\_\_, ~~2011~~2013, by and between IRON HORSE, LLC, a Utah limited liability company (“Developer”), as the owner and developer of certain real property located in Park City, Summit County, Utah, on which Developer proposes the development of a project known as the 1555 Lower Iron Horse Loop Road Mixed Use Building Master Planned Development, and PARK CITY MUNICIPAL CORPORATION, a municipality and political subdivision of the State of Utah (“Park City”), by and through its City Council.

**RECITALS**

A. Developer is the owner of approximately 1.474 acres of real property located in Park City, Summit County, Utah, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by reference, and which real property is depicted on the site plan attached hereto as Exhibit B and incorporated herein by reference (the “Property”).

B. Developer has obtained approval for the development on the Property of a commercial and/or mixed use residential and commercial project known as the 1555 Lower Iron Horse Loop Road Mixed Use Building Master Planned Development (the “Master Planned Development Approval”), as more fully described in the incorporated Approval Documents (hereinafter defined) and as set forth below (the “Project”).

C. Park City requires development agreements under the requirements of the Park City Land Management Code (“LMC”) for all Master Planned Developments.

D. Developer is willing to design and develop the Project in a manner that is in harmony with and intended to promote the long-range policies, goals and objectives of the Park City General Plan, and address other issues as more fully set forth below.

E. Park City has reviewed the Project in light of the LMC and has determined that, subject to the terms and conditions of this Development Agreement, Developer has complied with the provisions thereof, and has found that the Project is consistent with the purpose and intent of the relevant provisions of the LMC.

F. Following a lawfully advertized public hearing, Park City, acting pursuant to its authority under Utah Code Ann., Section 10-9-101, *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, Developer and Park City hereby agree as follows:

## **1. Project Conditions:**

1.1. The (i) Findings of Fact, Conclusions of Law and Conditions of Approval dated December 8, 2010 and revised on July 13, 2011, attached hereto as Exhibit C, and (ii) Iron Horse Mixed Use Building, Iron Horse Loop Road, Park City, Utah 84060, Master Planned Development, prepared by Elliott Work Group Architecture, dated June 11, 2009 (Revised 11/11/2010), attached hereto as Exhibit D, together with related documents attached thereto, are both hereby incorporated herein by reference (the "Approval Documents") and shall govern the development of Project, subject to any modifications specifically set forth in this Development Agreement. The Project is located in the Light Industrial Zoning District, and includes a commercial and/or mixed use residential and commercial, multi-story building containing 54,814 gross square feet of floor area above grade, with commercial space, together with the right (but not the obligation) of Developer to include up to four (4) residential units, as well as 19,979 gross square feet of floor area below grade, and includes exterior, interior and underground parking, and a pedestrian bridge. The Approval Documents contemplate a mixed-use residential and commercial building and related improvements, and will evolve based upon actual tenant uses and mixes, which uses and mixes shall be governed by the Approval Documents, including the portions of the LMC incorporated therein as they exist as of the date of this Development Agreement. A building permit from the Park City Building Department is required prior to the commencement of any construction in connection with the Project.

The construction by Developer of a pedestrian bridge between the Project and the Rail Trail (the "Pedestrian Bridge") is subject to that certain "Encroachment Permit for Improvements in City Property and Easement for Public Access dated the 6<sup>th</sup> day of November, 2003, and approved by the Park City Council on August 17, 2006 (as extended, and together with all current and future amendments and addenda thereto, the "Pedestrian Bridge Agreement"), attached hereto as Exhibit E.

1.2. Developer agrees to pay the then-current impact fees lawfully imposed and as uniformly established by the Park City Municipal Code at the time of permit application, whether or not state statutes regarding such fees are amended in the future.

1.3. Developer and its successors agree that the following are required to be entered into and approved by Park City prior to the issuance of a Building Permit: (a) a construction mitigation plan; (b) a utility plan; (c) a storm water plan; (d) a grading plan; and (e) a landscape plan in compliance with condition of approval number 6 of the December 8, 2010 MPD approval.

1.4. Developer is responsible for compliance with all local, state and federal regulations regarding the soils, and the removal of the of the underground fuel storage. Furthermore, Developer is responsible for receiving any Army Corp of Engineer Permits required related to the riparian zone of Silver Creek.

## **2. Vested Rights and Reserved Legislative Powers**

2.1 Subject to the provisions of this Development Agreement, Developer is hereby granted the vested right to develop and construct the Project in accordance with the uses, densities, massing, intensities, and general configuration of development approved in this Development Agreement, in accordance with, and subject to the terms and conditions of, the Approval Documents, and subject to compliance with the other applicable ordinances and regulations of Park City.

2.2 Reserved Legislative Powers. Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the existing land use and zoning regulations which are applicable to the Project under the terms of this Development Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the Project and terms and conditions of this Development Agreement applicable to the Project shall be of general application to all development activity in the City of Park City; and, unless Park City declares an emergency, Developer shall be entitled to the required notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

### **3. General Terms and Conditions.**

3.1 Term of Agreement. The Master Planned Development is subject to Section 15-6-4 (H) of the Land Management Code. A building permit must be approved within two years of the execution of this Development Agreement as required by Condition of Approval number 13 of the December 8, 2010 Master Planned Development.

3.2 Binding Effect; Agreement to Run With the Land. This Development Agreement shall be recorded against the Property as described on Exhibit A hereto, and shall be deemed to run with the land and shall be binding on all successors and assigns of Developer in the ownership or development of any portion of the Property.

3.3 Assignment. Neither this Development Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of the City directed to the City Recorder, which consent shall not unreasonably withheld. Any such request for assignment may be made by letter addressed to the City and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns. If no response is given by the City within 14 calendar days following Developer's delivery of a request for consent, the City consent will be deemed to have been granted. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully or partially improved or unimproved land by Developer prior to construction of buildings or improvements on the parcels, with Developer retaining all rights and responsibilities under this Development Agreement.

3.4 No Joint Venture, Partnership or Third Party Rights. This Development Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

3.5 Integration. This Development Agreement and the Approval Documents collectively contain the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

3.6 Severability. If any part or provision of this Development Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a

decision shall not affect any other part or provision of this Development Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Development Agreement shall be deemed invalid due its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

3.7 Attorney's Fees. If this Development Agreement, any of the Exhibits hereto or the Approval Documents are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement incurred by the non-breaching party.

3.8 Minor Administrative Modification. Minor, immaterial administrative modification may occur to the approvals contemplated and referenced herein without revision of this Development Agreement.

3.9 No Waiver. Failure to enforce any rights under this Development Agreement or applicable laws shall not be deemed to constitute a waiver of such right.

3.10 Default. No failure to perform by Developer under this Development Agreement shall constitute a default by Developer under this Development Agreement unless and until: (i) the City gives Developer written notice of the failure to perform; (ii) Developer shall thereafter fail to commence to cure such failure within 14 calendar days following the receipt of such notice; and (iii) Developer shall thereafter fail to diligently pursue the cure of such failure to perform to completion within a reasonable period time following commencement, considering the nature of such failure to perform. This provision does not apply to any failure of Developer to meet deadlines of the LMC or the Approval Documents.

#### **4. Phasing; Access.**

4.1 Project Phasing. If desired by Developer, the Project may be constructed in phases in accordance with the phasing plan approved together with this Development Agreement (the "Phasing Plan") (attached hereto as Exhibit F), and in accordance with the LMC. Developer may proceed by constructing the Project all at one time or by phase within this approved project Phasing Plan. In the event of such phasing, the issuance of a building permit on the first such phase shall be deemed to satisfy the requirement of issuance of a building permit in Section 3.1 above. Any modifications or elaborations to the approved Phasing Plan must be approved by the Chief Building Official prior to the commencement of construction of the applicable phase. If such proposed modifications or elaborations are substantial as determined by the Chief Building Official and the Planning Director, such modifications or elaborations will come before the Planning Commission for approval.

4.2 Construction of Access. Developer may commence grading access to the Project as approved by the City Engineer according to generally accepted engineering practices and standards, and pursuant to permit requirements of the LMC, the International Building Code (or if such Code is no longer then in effect, according to the code that is, in fact, then in effect), the Uniform Fire Code, and the Army Corps of Engineers. Developer shall be responsible for maintenance of any such accesses until they are completed according to City standards and accepted by the City.

4.3 Form of Ownership Anticipated for Project. The Project will consist of a commercial building and related improvements, or, at Developer's option, a mixed-use commercial and residential building including one (1) or more residential units and related improvements. Developer anticipates that the commercial portions and, if applicable, the residential portions of the Project will be owned by a

corporation, a limited liability company or another business entity customarily used in connection with projects similar to the Project, and/or by end-users, residents or occupants, or their respective trusts, subsidiaries or affiliates. Any condominimization of the Project for private ownership and common ownership of land and common facilities shall be in compliance with applicable law.

~~**5. Affordable Housing.** The Project is required to provide 6.14 Unit Equivalents (“UEs”) of Affordable Housing, with each UE being equal to 900 net square feet. 4.89 UEs, or 4,402 net square feet, of Affordable Housing square footage of the Affordable Housing requirement of will be deemed satisfied through the deed restriction or imposition of restrictive covenants, as appropriate, of Developer’s 24 existing residential units located at the adjacent Rail Central Development. As a condition to submitting the Building Permit application for the first phase of the Project, recorded deed restrictions or restrictive covenant, as appropriate, on those 24 units in compliance with the 2007 Resolution Adopting Affordable Housing Guidelines and Standards for Park City, Utah (the “2007 Housing Resolution”) must be provided and recorded by Developer. Rents associated with those 24 deed or covenant restricted units shall comply with the 2007 Housing Resolution. Prior to the certificate of occupancy being granted on any part of the Project, the deed restriction or restrictive covenant, as appropriate, must be recorded and subject to any required final approval of the Park City Housing Authority on either, at Developer’s election; (i) one (1) single Affordable Housing Apartment Unit measuring 1,124 net square feet located within the Project, (ii) 1.25 UEs located at Developer’s project at 1440 Empire Avenue, or (iii) as otherwise permitted under Park City’s applicable Affordable Housing Resolution.~~

**5. Affordable Housing.** The Project is required to provide 6.91 Affordable Unit Equivalents (“AUEs”) of Affordable Housing, with each AUE being equal to 900 net livable square feet. One of two options will be utilized to fulfill this affordable housing obligation: nine units at 1440 Empire Avenue consisting of three two-bedroom units at 619 square feet, three two-bedroom units at 642 square feet and three four-bedroom units at 1,324 square feet; or 24 existing Single Room Occupancy (SRO) units at Rail Central. Total square footage for 1440 Empire Avenue is 7,839 or 8.71 AUEs. The total square footage for the Rail Central SRO units is 4,402 or 4.89 AUEs. Rents will be set based on household size and affordable to households at 100% of Park City’s Workforce Wage. Lease terms shall be for no less than six months with twelve-month terms being the preference. In no circumstances will the units be rented on a nightly or weekly basis. In order for the Rail Central SRO units to be used, they will have to be upgraded in accordance with Housing Resolution 25-12 Section 9.B.3. Restrictive covenants shall be recorded on all applicable units on or before the date a Building Permit is pulled for the 1555 Lower Iron Horse Loop Road Mixed Use Building MPD.

**6. Physical Mine Hazards.** A list and map of all known Physical Mine Hazards on the property as determined through the exercise of reasonable due diligence by the Owner as well as a description and GPS coordinates of those Physical Mine Hazards are hereby attached and incorporated as Exhibit G.

**7. Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express, UPS, or other established express delivery service which maintains delivery records, (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other address as the parties may designate by written notice in the above manner:

To Developer:

PO Box 683010  
Park City, UT 84068

To Park City:

445 Marsac Avenue  
Park City, UT 84060  
Attn: City Attorney

Such communications may also be given by facsimile and/or email transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

**8. List of Exhibits.**

Exhibit A – Legal Description

Exhibit B – Site Plan

Exhibit C – Master Planned Development Findings of Fact, Conclusions of Law and Conditions of Approval dated December 8, 2010 and revised on July 13, 2011 [AND Master Planned Development extension dated August 28, 2013](#)

Exhibit D - Master Planned Development Plans dated June 11, 2009 (Revised 11/11/2010)

Exhibit E - Pedestrian Bridge Agreement approved by the Park City Council on August 17, 2006

Exhibit F - Phasing Plan

Exhibit G- List of all known Physical Mine Hazards on the property (None)

**IN WITNESS WHEREOF**, this Development Agreement has been executed by Developer by a person duly authorized to execute the same, and by Park City acting by and through its City Council, as of the \_\_\_ day of \_\_\_\_\_, ~~2011~~[2013](#).

**DEVELOPER:**

**IRON HORSE, LLC,**

a Utah limited liability company

By: \_\_\_\_\_

Mark J. Fischer, Manager

“Developer”

STATE OF UTAH            )  
  : ss  
COUNTY OF SUMMIT    )

On this \_\_\_\_ day of \_\_\_\_\_, ~~2011~~2013, personally appeared before me \_\_\_\_\_, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed), did say that he is authorize to act on behalf of Iron Horse, LLC.

---

Notary Public

**PARK CITY MUNICIPAL CORPORATION**

By: \_\_\_\_\_  
Dana Williams, Mayor

ATTEST:

By: \_\_\_\_\_  
Janet M. Scott, City Recorder

“Park City”

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Harrington, City Attorney

EXHIBIT A

Legal Description:

LOT 1, IRONHORSE INDUSTRIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

Containing approximately 1.474 acres

EXHIBIT B

SITE PLAN OF PROPERTY

EXHIBIT C

Master Planned Development Findings of Fact, Conclusions of Law and Conditions of Approval dated December 8, 2010 and revised on July 13, 2011

EXHIBIT D

MPD PLANS

EXHIBIT E

PEDESTRIAN BRIDGE AGREEMENT

EXHIBIT F

PHASING PLAN

EXHIBIT G

LIST OF KNOWN PHYSICAL MINE HAZARDS:

NONE KNOWN



## Planning Commission Staff Report



**Subject:** 331 McHenry Avenue  
**Author:** Francisco Astorga, Planner  
**Project #:** PL-13-01959  
**Date:** August 28, 2013  
**Type of Item:** Quasi-Judicial Appeal of Compliance with the Land Management Code

### Summary Recommendations

Staff recommends the Planning Commission review an appeal of Planning Staff's determination of compliance with the Park City Land Management Code for 331 McHenry Avenue. Staff has prepared findings of fact and conclusions of law affirming the determination of compliance for the Commission's consideration.

### Description

**Appellant:** Tom and Nancy Amandes, Ed and Debbie Axtell, Morgan Hole and Matey Erdos Hole, Merritt Hooper, & Charlie and Mary Wintzer  
**Applicant:** Jerry Fiat, representing 331 McHenry LLC (331 McHenry Avenue, owner) & Jon DeGray, Architect  
**Location:** 331 McHenry Avenue  
**Zoning:** Historic Residential-Low Density (HRL) District  
**Historic Designation:** Non-historic site  
**Adjacent Land Uses:** Historic Residential  
**Reason for Review:** Staff determination of Historic District Design Review (HDDR) approval relating to the Land Management Code (LMC).

### Purpose

The purpose of the HRL District is to:

- A. reduce density that is accessible only by substandard Streets so these Streets are not impacted beyond their reasonable carrying capacity,
- B. provide an Area of lower density Residential Use within the old portion of Park City,
- C. preserve the character of Historic residential Development in Park City,
- D. encourage the preservation of Historic Structures,
- E. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods.
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment, and
- G. define Development parameters that are consistent with the General Plan

policies for the Historic core.

### **Background**

On September 21, 2012 a complete Historic District Design Review (HDDR) application was submitted to the City for 331 McHenry Avenue. The application was deemed complete on October 3, 2012. After, minor alterations were made to the original application; the Planning Department found that the submitted HDDR application was in compliance with applicable LMC requirements and Design Guidelines for New Construction on June 11, 2013. On that day, the property was posted and letters were sent out to adjacent property owners within one hundred feet (100') to notify them of the Staff determination as required by LMC § 15-1-21 and S 15-11-11.

There is a non-historic structure at the location. The HDDR includes remodeling the entire structure. The proposal includes an addition consisting of 2,344 square feet. The applicant requests to add 750 square feet to the basement level, 1,111 square feet to the main level, and 483 square feet to the upper level. The existing structure is approximately 2,822 square feet; the overall square footage will be 5,399 square feet. See Exhibit A – Approved HDDR Plans.

On June 21, 2013, the Planning Department received a letter (Exhibit B – Appeal Letter of Staff's determination of compliance) from the Tom and Nancy Amandes, Ed and Debbie Axtell, Morgan Hole and Matey Erdos Hole, Merritt Hooper, & Charlie and Mary Wintzer, adjacent property owners, appealing Planning Staff's determination approving the HDDR. This appeal was submitted within ten (10) days of the posting of the property and sending the letters.

Pursuant to LMC § 15-1-18, Appeals and Reconsideration Process, Planning Director or Planning Staff decisions regarding compliance with the LMC are appealed to the Planning Commission.

### **Burden of Proof and Standard of Review - LMC 15-1-18(G)**

The appeal authority (Planning Commission) shall act in a quasi-judicial manner. The appellant has the burden of proving that the land Use authority (Planning Staff) erred. The appeal authority shall review factual matters de novo and it shall determine the correctness of a decision of the land Use authority in its interpretation and application of the land Use ordinance (LMC). [...]

### **Analysis**

The appellant raised the following four (4) issues to the appeal of the Planning Staff' determination of HDDR approval related to LMC compliance:

- A. Purpose of the HRL District
- B. Visioning results
- C. Non-conforming use,
- D. Full-time neighborhood.

Staff has addressed all of the comments addressed on the submitted appeal, which have been copied below verbatim, italics/bold added:

***A. The basis of our appeal is that Mr. Fiat's Project does not meet Statements A, B, C, E and F of the Purpose statement for the HRL zone.***

Statement A states that *the purpose of the HRL District is to reduce density that is accessible only by substandard Streets so these Streets are not impacted beyond their reasonable carrying capacity.* Statement B states that *the purpose of the HRL District is to provide an Area of lower density Residential Use within the old portion of Park City.* In terms of density, the use will remain the same as a single family dwelling. The use is not changing or becoming a more intensive. The size of the structure is increasing, however, in terms of density the use will be the same. The Land Management Code restricts the minimum lot size within the HRL District to be 3,750 square feet, which is equivalent to two (2) standard Old Town lots (25'x75' in size). The density of the HRL District is already reduced due to the minimum lot area required within the HRL. Staff finds that purpose statement A & B are backed up by the minimum lot area found within the district.

Statement C states that *the purpose of the HRL District is to preserve the character of Historic residential Development in Park City.* The proposed addition/remodel complies with the Land Management Code requirements pursuant to the HRL District and the Park City Historic District Design Guidelines as conditioned.

Statement E states that *the purpose of the HRL District is to encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods.* The proposed addition/remodel employs methods such as changes in wall plane and roof heights.

Statement F states that *the purpose of the HRL District is establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.* The proposed addition/remodel does not take place within slopes over thirty percent (30%) where the minimum horizontal distance is at least fifteen feet (15').

***#1. The McHenry St. neighborhood access is a dead-end, steep and sub-standard street. In the winter the street is reduced to one and half lanes. There is a steep drop off to the railroad grade below and winter time traffic must often back up to allow others to pass. In the last 30 years five cars have plunged off the side of the road.***

The use is not changing as the site is remaining a single family dwelling. The neighborhood access remains the same as a dead-end, steep street. Usually, when a change of use is being proposed, specifically, a more intensive use is proposed, then the LMC requires additional mitigation to take place.

***#2. Mr. Fiat's plan for this property is to put this enlarged 5000 + s.f. house along with two other houses above and below. He has removed part of the existing house in order to situate two more houses on the property. It is imperative that the long range planning of the entire property be taken into account when allowing this remodel to go forward. The neighborhood should not have to review this two more times with each maximization project.***

Regarding the appellants' statement #2, the applicant proposes the addition/remodel within a platted lot of record, Lot A of the 331 McHenry Avenue Subdivision. The site consists of a single family dwelling and a garage connected by an aerial walkway. We have not received other requests at this time regarding any future improvements, changes, to other existing adjacent property that may be owned by the property owner.

***#3. In reference to LMC 15-2.1-1 E ....regarding character and scale. Mr. Fiat's remodel in no way relates to the character and scale of the neighborhood. Rossi Hill/McHenry St. area has always been characterized by homes on lots with larger open space yards than anywhere else in Old Town. The largest house in this neighborhood is the 300 McHenry house which is 5000 s.f. on 3 acres of land.***

Regarding the appellants' statement #3, which further reflects purpose statement E above, the LMC does not limit the overall square footage of a structure. The LMC does limit the building footprint and maximum height, which can be looked at as indirect way to limit the maximum house size. The proposed addition/remodel meets the maximum footprint restriction of 2,610.7 square feet. The building footprint of the existing house and garage is 1,812.6 square feet, 69.4% of the maximum. The proposed building footprint of the project is 2,606 square feet, 99.8% of the maximum. The proposed addition/remodel meets the maximum building height including the maximum three (3) story provision.

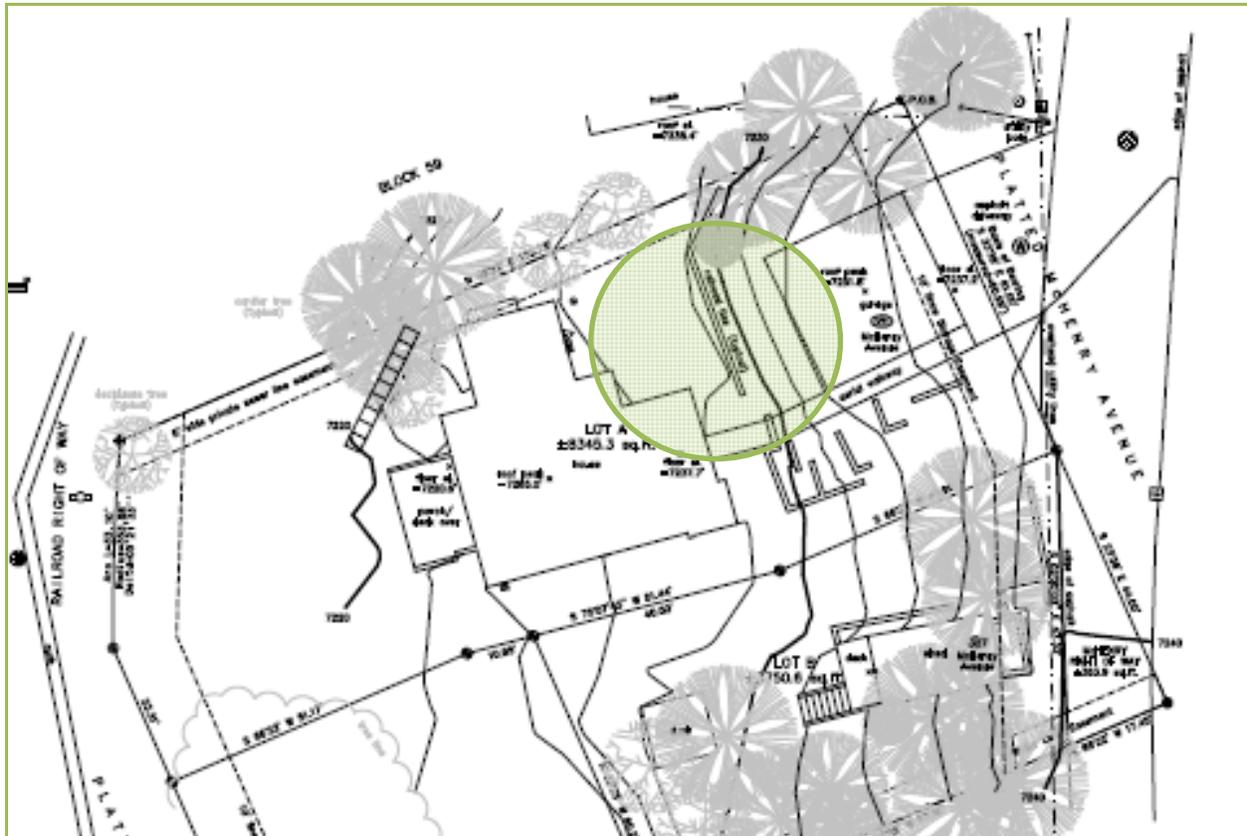
***#3A. Inconsistency by Director.....When the Rossi Hill Subdivision was done three years ago, the four homes owned by full time residents in that Subdivision (310, 320, 330, 350 McHenry St.) were asked by Planning to limit/cap their buildable square footage and gladly complied because it was in the spirit of protecting the neighborhood. Now this same standard is not being used to scrutinize Mr. Fiat's plan.***

The existing site is Lot A of the 331 McHenry Avenue Subdivision, which was a three (3) lot plat amendment approved by the City in July 2009. Staff has examined the approved ordinance. When the Planning Commission and City Council approved this plat amendment, from 8.45 Old Town lots into this three (3) lot plat amendment, there was no limitation to the buildable square footage other than reliance on the standards of the LMC which limit the maximum building footprint and height provision.

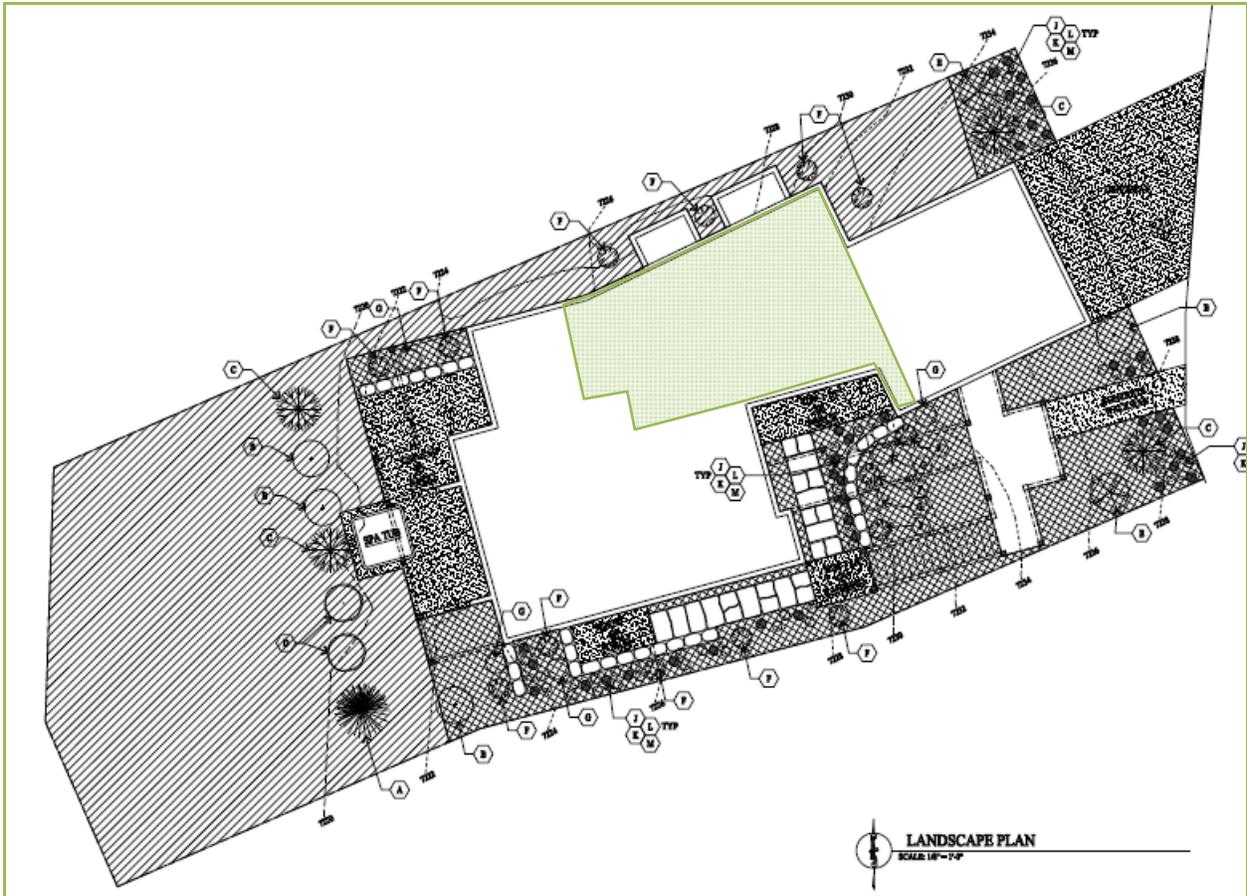
***#4. Mr. Fiat's lot sharply drops off toward Ontario Ave. which will make his project of maximizing the parcel with three houses a greater impact to mass and scale. By the time his project is completed as designed.....a yard and open space***

**that for forty years was award winning will be totally consumed by buildings. This will be a devastating impact on the environment of our hillside neighborhood and runs counter to the intent of the LMC 15-2.1-6 ... "Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements.**

Regarding the appellants' statement #4, regarding landscaping and development on steep slopes, the applicant submitted the following existing conditions survey that reflects the vegetation on the site:



The proposed addition takes places on the area between the existing garage and the existing single family dwelling identified above in the circled area. The exhibit on the next page is the preliminary landscape plan on Sheet A0.2 found within Exhibit A. The shaded area reflects the area which will be affected by the addition. The vegetation in that area is not dramatically changing.



Regarding development on steep slopes, there is a small area found on the site where the addition will be located over thirty percent (30%) slopes, however, this area is not more than fifteen feet (15'). The LMC specifically states that in order of the site to be considered a steep slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey. The proposed addition/remodel does not trigger the steep slope CUP review and approval by the Planning Commission.

**#5. Significant Vegetation. In the LMC under Vegetation Protection 15-2.1-9 "must show all Significant Vegetation within twenty (20') of a proposed Development." This Is why it is important to view the entire development plan for the parcel....because we have watched the lack of care for trees that are 50 years old and over 10 inches in diameter.**

**We would request a VEGETATION SURVEY be done. The survey should include the numerous large evergreens and the apple tree that is 80 years old on the Ontario side of the property.**

The applicant submitted the existing conditions survey prepared by surveyor which does include the significant vegetation within 20 feet of the proposed development. The proposed development is identified as the addition area between the existing garage

and the single family dwelling.

**B. Visioning Results.**

**Further gross error occurred by the Planning Director....as he completely ignored the 4 cornerstones of our visioning results...which are proudly posted in the Council Chambers of City Hall.....i.e.:**

**....small town feel**

**.....sense of community**

**.....natural setting**

**.....historic character**

The 2009 Visioning results are currently the base of the current General Plan re-write which the Planning Department has been working on. It is understood that once the new General Plan is adopted, the Planning Department will review all of the zoning districts and the LMC to further examine development patterns and regulations to further examine the community values, principles, strategies, goals, etc., indicated on the newly adopted General Plan.

**C. Non- Conforming Use issue.**

**Why is the City encouraging and allowing a developer to further expand the non-conforming use of the garage structure? SEE the LMC 15-9-5 A. "Enlargement. A Non- Conforming Use may not be enlarged, expanded, or extended to occupy all or part of another Structure or site that it did not occupy on the date on which the Use became non-conforming.**

**\*\*\*\*\**(In this case the garage was built about 1971.)***

The existing garage is approximately five to six feet (5' - 6') from the front property line. The front yard setback is fifteen feet (15') minimum.

A Non-complying structure is defined as a Structure that:

(A) legally existed before its current zoning designation; and

(B) because of subsequent zoning changes, does not conform to the zoning regulation's Setback, Height restrictions, or other regulations that govern the Structure.

A Non-Complying Structure that was lawfully constructed with a permit prior to a contrary change in the LMC, may be used and maintained, subject to the standards and limitations of the LMC. Any Non-Complying Structure may be repaired, maintained, altered, or enlarged, provided that such repair, maintenance, alteration, or enlargement shall neither create any new non-compliance nor shall increase the degree of the existing non-compliance of all or any part of such Structure.

According to Summit County records (EagleWeb), the single family dwelling was built in

1972. The County recognized the garage, but do not list the year it was built. Given this information, it can be assumed that the existing garage is legal non-complying because it does not meet the minimum front yard setback.

A portion of the proposed addition takes place directly below the existing non-complying garage. This addition however, meets the minimum fifteen foot (15') front yard setback as it is built ten feet behind the garage façade. See exhibit below:



Staff reviewed the request in regards to the non-complying garage and made a determination that the level of non-compliance is not being increased as the addition below the garage meets the minimum front yard setback of fifteen feet (15').

Staff also notes that in certain places the existing structure is greater than the maximum building height of twenty feet (27'). However, all of the features include in the remodel meet the maximum building height.

***IN this review there was no effort by the Planning Director to support the strong Old Town community neighborhood that Rossi Hill/McHenry historically is known to be in Park City.***

***IN this review the wildlife interest was completely ignored. Since we are adjacent to so much open space area our neighborhood is the path that the deer, moose***

***and even bear consistently pass through at certain times of the year. Perhaps this is because of our larger yards and greater open space. To block those accesses which have existed through the years goes against the importance of natural settings. The Natural settings of our mountain town are not only important to the community but to the wildlife and environment of our small section of the planet.***

***Mr. Fiat and his design team clearly do not understand that they are trying to overdevelop and urbanize a natural mountain setting that is marked by steep slopes and sub- standard roads.***

Regarding wildlife interest, the site meets the development standards outlined in the LMC.

***Public Safety ... The issue of safety on our narrow, blind curve access street is of grave importance in the winter conditions. Our neighborhood is home to many senior citizens, small children and young teenaged drivers who must travel this dead end street daily.***

*Regarding public safety, the site contains development rights, the same rights as the ones found within the existing neighborhood. The density of the site is not been increased as the site will remain a single family dwelling. The size of the structure is increasing, however, the LMC does not limit the number of bedrooms or size of the structures, other than the current height parameters and the maximum building footprint.*

***D. Full Time Neighborhood.***

***WE are a full time residential neighborhood.***

***Mr. Fiat's design has shown no respect or sensitivity for the neighborhood where he wants to build and seek an investment return. His project in no way enhances the sense of community, the small town feel or contributes to the open space /natural setting of Rossi Hill. In fact to the contrary it is a dismantling of one of the few remaining full time residential neighborhoods in Old Town.***

Currently the applicant has not made an application to turn the single family dwelling into a nightly rental. The LMC indicates that a nightly rental is a conditional use within this district. Should the applicant decided to turn the structure into a nightly rental, they would have to received Planning Commission review and approval on the specific CUP criteria. The LMC does not regulate the use in terms of a second home.

***There has been no attempt to maintain the large tree vegetation on the property which would enhance a home with wonderful views.***

The applicant submitted the existing conditions survey prepared by surveyor which does include the significant vegetation within 20 feet of the proposed development. The proposed development is identified as the addition area between the existing garage and the single family dwelling.

Staff identified one (1) tree that will be lost due to the location of the addition, a fifteen foot (15') pine near the north end of the railroad tie behind the existing garage. The plans also show the removal of five (5) trees found within their site, all on the north side yard areas. The applicant's approved preliminary landscape plan indicates the placement of significant amount of perennials, shrubs, and the following new trees: one (1) White fir, (4) Colorado Blue Spruces, four (4) Thinleaf Alders, two (2) Bigtooth Maples, and two (2) Gambel Oaks.

The submitted survey reveals that there are five (5) other trees near this north property line. According to the survey these trees are on the neighbor's property and the applicant does not have permission to remove such trees. The other remaining two (2) trees are near the existing utility pole and are on the public Right-of-Way.

### **Conclusion**

***If nothing will be done to protect one of our last true Old Town neighborhoods....then this should become a clarion call for stricter and immediate Old Town regulations. On the same point, if Staff does not believe in the protection of Old Town as full time residential neighborhoods they should state this shift in policy so that residents can cease hanging on and stand down and move to the suburbs.***

The purpose statements within each zoning district are to be reflected in under the specific building parameters, such as building footprint, setbacks, height, etc. According to LMC § 15-12-15(3), the Planning Commission has the authority of initiating or recommending zone changes and review of LMC development standards within zone. If the Planning Commission finds that the purpose statements of the HRL Districts need to be amended or find that the development standards of the HRL do not reflect the purpose statements, the Planning Commission may initiate such LMC review.

### **Notice**

On August 14, 2013 the property was posted and notice was mailed to adjacent property owners within one hundred feet (100'). Legal notice was also placed in the Park Record.

### **Alternatives**

- The Planning Commission may deny the appeal and affirm the Planning Staff's determination of compliance with the Land Management Code, wholly or partly;  
or
- The Planning Commission may grant the appeal reverse the Planning Staff's determination of compliance with the Land Management Code; wholly or partly;  
or
- The Planning Commission may continue the discussion to a specified or unspecified date.

## **Recommendation**

Staff recommends the Planning Commission review an appeal of Planning Staff's determination of compliance with the Park City Land Management Code for 331 McHenry Avenue. Staff has prepared findings of fact and conclusions of law affirming the determination of compliance for the Commission's consideration.

## **Findings of Fact:**

1. The site is located at 331 McHenry Avenue.
2. The site is located within the HRL District.
3. The site is not historic.
4. On September 21, 2012 a complete Historic District Design Review (HDDR) application was submitted.
5. The application was deemed complete on October 3, 2012.
6. After, minor alterations were made to the original application; the Planning Department found that the submitted HDDR application was in compliance with applicable LMC requirements and Design Guidelines for New Construction on June 11, 2013.
7. On June 11, 2013 the property was posted and letters were sent out to adjacent property owners within one hundred feet (100') to notify them of the Staff determination as required by LMC § 15-1-21 and S 15-11-11.
8. The HDDR includes remodeling the entire structure.
9. The proposal includes an addition consisting of 2,344 square feet.
10. The applicant requests to add 750 square feet to the basement level, 1,111 square feet to the main level, and 483 square feet to the upper level. The existing structure is approximately 2,822 square feet; the overall square footage will be 5,399 square feet.
11. On June 21, 2013, the Planning Department received a letter from the Tom and Nancy Amades, Ed and Debbie Axtell, Morgan Hole and Matey Erdos Hole, Merritt Hooper, & Charlie and Mary Wintzer, adjacent property owners, appealing Planning Staff's determination approving the HDDR.
12. Pursuant to LMC § 15-1-18, Appeals and Reconsideration Process, Planning Director or Planning Staff decisions regarding compliance with the LMC are appealed to the Planning Commission.
13. The appeal authority (Planning Commission) shall act in a quasi-judicial manner.
14. The appellant has the burden of proving that the land Use authority (Planning Staff) erred.
15. The appeal authority (Planning Commission) shall review factual matters de novo and it shall determine the correctness of a decision of the land Use authority in its interpretation and application of the land Use ordinance (LMC).
16. The appellant raised the following four (4) issues to the appeal of the Planning Staff' determination of HDDR approval related to LMC compliance: Purpose of the HRL District, visioning results, non-conforming use, and full-time neighborhood.
17. Above discussion found in the staff report is incorporated herein.
18. Staff has addressed all of the comments addressed on the submitted appeal.
19. The use will remain the same as a single family dwelling.

20. The use is not changing or becoming a more intensive.
21. The size of the structure is increasing, however, in terms of density the use will be the same.
22. The Land Management Code restricts the minimum lot size within the HRL District to be 3,750 square feet, which is equivalent to two (2) standard Old Town lots (25'x75' in size).
23. The density of the HRL District is already reduced due to the minimum lot area required within the HRL.
24. The proposed addition/remodel complies with the Land Management Code requirements pursuant to the HRL District and the Park City Historic District Design Guidelines as conditioned.
25. The proposed addition/remodel employs methods such as changes in wall plane and roof heights.
26. The proposed addition/remodel does not take place within slopes over thirty percent (30%) where the minimum horizontal distance is at least fifteen feet (15').
27. The neighborhood access remains the same as a dead-end, steep street.
28. Staff has not received other requests at this time regarding any future improvements, changes, to other existing adjacent property that may be owned by the property owner.
29. The LMC does not limit the overall square footage of a structure.
30. The LMC does limit the building footprint and maximum height, which can be looked at as indirect way to limit the maximum house size.
31. The proposed addition/remodel meets the maximum footprint restriction of 2,610.7 square feet.
32. The building footprint of the existing house and garage is 1,812.6 square feet, 69.4% of the maximum.
33. The proposed building footprint of the project is 2,606 square feet, 99.8% of the maximum.
34. The proposed addition/remodel meets the maximum building height including the three (3) maximum story provision.
35. The existing site is Lot A of the 331 McHenry Avenue Subdivision, which was a three (3) lot plat amendment approved by the City in July 2009.
36. When the plat amendment was approved there was no limitation to the buildable square footage due to the indirect standards in the LMC which limit the maximum building footprint and height provision.
37. The proposed addition takes places on the area between the existing garage and the existing single family dwelling.
38. There is a small area found on the site where the addition will be located over thirty percent (30%) slopes, however, this area is not more than fifteen feet (15').
39. The LMC specifically states that in order of the site to be considered a steep slope, the measurement shall include a minimum horizontal distance of fifteen feet (15') measured perpendicular to the contour lines on the certified topographic survey.
40. The proposed addition/remodel does not trigger the steep slope CUP review and approval by the Planning Commission.
41. The applicant submitted the existing conditions survey prepared by surveyor

which does include the significant vegetation within 20 feet of the proposed development.

42. The existing garage is approximately five to six feet (5' - 6') from the front property line.
43. The front yard setback is fifteen feet (15') minimum.
44. According to Summit County records, the single family dwelling was built in 1972.
45. A Non-Complying Structure that was lawfully constructed with a permit prior to a contrary change in the LMC, may be used and maintained, subject to the standards and limitations of the LMC.
46. Any Non-Complying Structure may be repaired, maintained, altered, or enlarged, provided that such repair, maintenance, alteration, or enlargement shall neither create any new non-compliance nor shall increase the degree of the existing non-compliance of all or any part of such Structure.
47. A portion of the proposed addition takes place directly below the existing non-complying garage.
48. The proposed addition meets the minimum fifteen foot (15') front yard setback as it is built ten feet behind the garage façade.
49. Staff reviewed the request in regards to the non-complying garage and made a determination that the level of non-compliance is not being increased as the addition below the garage meets the minimum front yard setback of fifteen feet (15').
50. The existing structure does not meet the maximum building height of twenty feet (27'). However, all of the features include in the remodel due meet the maximum building height.
51. The non-compliances related to height, can remain on the structure as long as they do not increase the level of non-compliance, i.e. further expand the non-conformance.
52. Currently the applicant has not made an application to turn the single family dwelling into a nightly rental.
53. The LMC indicates that a nightly rental is a conditional use within this district.
54. Should the applicant decided to turn the structure into a nightly rental; the applicant would have to receive Planning Commission review and approval on the specific CUP criteria.
55. The LMC does not regulate the use in terms of a second home.

#### **Conclusions of Law:**

1. The approved Historic District Design Review application is consistent with the Park City Land Management Code (LMC).
2. Approval of the Historic District Design Review application does not adversely affect the health, safety, and welfare of the citizens of Park City.

#### **Conditions of Approval:**

1. Approval is based on plans stamped approved on June 11, 2013. Building permit plans must substantially comply with the approved set of plans.
2. All of the conditions of approval of the June 11, 2013 HDDR approval shall continue to apply.

3. The expiration date of the Historic District Design Review shall be extended to one (1) year from the date of this order. A building permit shall be secured by the applicant by August 28, 2014.

**Order:**

1. The appeal is denied and Planning Staff's determination is upheld.

**Exhibits**

- Exhibit A – Approved HDDR Plans
- Exhibit B – Appeal Letter of Staff's determination of compliance
- Exhibit C – Approved HDDR Letter
- Exhibit D – HDDR Public Comments

# HISTORIC DISTRICT DESIGN REVIEW APPLICATION SET

RENOVATION/ADDITION  
331 MCHENRY AVENUE  
PARK CITY, UTAH 84060

## CONSULTANTS

ARCHITECTURAL  
JONATHAN DEGRAY  
P.O. BOX 1674  
444 MAIN STREET SUITE 302  
PARK CITY, UTAH 84060  
TEL: (435) 645-7263  
FAX: (435) 645-7263  
EMAIL: [degrayj@jpedesign.com](mailto:degrayj@jpedesign.com)

## LEGEND

	BRICK & STONE		OFFICE		ROOM NAME
	EARTH		ROOM NUMBER		FLOOR, POINT ELEV.
	CONCRETE		CENTER LINE		ROUND, DIA.
	CONCRETE MASONRY UNIT		CHANNEL		ANGLES
	STEEL (LARGE SCALE)		DETAIL		SECTION CUT, DETAIL
	RIGID INSULATION		BUILDING SECTION		KEYED NOTES
	ROOFING WOOD		WINDOW TYPE		DOOR NUMBER
	BLOCKING		REVERSAL		INTERIOR WALL ELEV.
	ALUMINUM (LARGE SCALE)		WALL TYPE		
	GYPSEUM				
	FINISHED WOOD				
	MATT OR BLOWN INSULATION				
	PLASTER, SAND, BRICK, MORTAR				
	STEEL (SMALL SCALE)				
	BITUMINOUS PAVING				
	FLYWOOD				
	GYPSEUM BOARD				

## CODE ANALYSIS

APPLICABLE CODES  
2009 IBC 2009 IPC 2009 IMC  
2011 NBC 2009 FOC  
2009 EBC 2009 IRC

OCCUPANCY: B3

CONSTRUCTION TYPE: VB  
BUILDING TO BE FIRE SPRINKLED. CONTRACTOR TO PROVIDE APPROVALS PRIOR TO INSTALLATION.

	AREA CALCULATIONS			TOTAL
	EXISTING	NEW	UNEXCAVATED	
BASEMENT LEVEL	067	750		1817
MAIN LEVEL	242	1111	233	2499
UPPER LEVEL	473	483		956
<b>TOTAL</b>	<b>2822</b>	<b>2344</b>	<b>233</b>	<b>5399</b>
GARAGE	568			568
LOT AREA				8345.3
ALLOWABLE FOOTPRINT				2815.7
PROPOSED FOOTPRINT				2681
LOD FUDGE				

## INDEX TO DRAWINGS

#	SHEET #	COVER SHEET	SHEET DESCRIPTION
1	Aa	COVER SHEET	
2	1a1	SURVEY MAP	SURVEY
3	AB.1	AS-BUILT BASINMENT LEVEL PLAN	ARCHITECTURAL
4	AB.2	AS-BUILT MAIN LEVEL PLAN	
5	AB.3	AS-BUILT UPPER LEVEL PLAN	
6	AB.4	AS-BUILT ROOF LEVEL PLAN	
7	AB.5	AS-BUILT SOUTH ELEVATION	
8	AB.6	AS-BUILT NORTH ELEVATION	
9	AB.7	AS-BUILT EAST AND WEST ELEVATIONS	
10	AB.8	AS-BUILT BUILDING SECTIONS	
11	AB.1	ARCHITECTURAL SITE PLAN	
12	AB.2	LANDSCAPE PLAN	
13	A1.1	BASEMENT LEVEL PLAN	
14	A1.2	MAIN LEVEL PLAN	
15	A1.3	UPPER LEVEL PLAN	
16	A1.4	ROOF LEVEL PLAN	
17	A2.1	SOUTH ELEVATION	
18	A2.2	EAST AND WEST ELEVATIONS	
19	A2.3	NORTH ELEVATION	
20	A3.1	BUILDING SECTIONS	
21	A3.2	BUILDING SECTIONS	
22	A3.3	BUILDING SECTIONS	
23	A6.1	DOOR, WINDOW, ROOM SCHEDULES	

## ABBREVIATIONS

ACC	ACCIDENT	F.D.	FLOOR DRAIN	FR	FRAMING
ADD	ADDITION	FIN	FINISH	R.O.	REGULAR
ADJ	ADJACENT	F.L.	FLOOR	R.S.	ROOF SAW
ALLOW	ALLOWANCE	F.R.	FIRE RATED	RAC	RACIES
ALUM	ALUMINUM	FTG.	FOOTING	RENF.	REINFORCING
APPROX.	APPROXIMATE	GAS	GAS	RECFD.	RECORDED
B.D.	BOARD	GA	GALVANIZED IRON	REV.	REVISION
B.E.	BUILT UP	GA	GALVANIZED	R.O.	ROOM
B.W.	BUILT WAYS	GRD.	GRADE	R.O.	ROOF OPENING
BLOD	BUILDING	G.W.	GUTTER	S & R	SHIELD AND ROD
B.R.	BRICK	G.W.	GUTTER	SC.	SCHEDULE
BRK	BRICK	G.L.B.	GULF LAM BEAM	SCHD.	SCHEDULE
CL	CAST IRON	H.B.	HOLE BURN	SIT	SHEET
CL	CAST IRON	H.B.	HOLE BURN	SM	SMALL
CALL	CONTROL JOINT	HM	HOLLOW METAL	SPC.	SPECIFICATION
CAL	CONCRETE MASONRY UNIT	H.M.	HOLLOW METAL	STD.	STANDARD
C.C.	CONCRETE	INS.	INSULATION	ST.	STEEL
C.D.	CONCRETE	INT.	INTERIOR	STR.	STRUCTURAL
CONC.	CONCRETE	IRIG.	IRRIGATION	SV.	SYSTEM
CONC.	CONCRETE	INS.	INSULATION	T & B	TOP AND BOTTOM
CONTR.	CONTRACTOR	JAM.	JAMB	T & G	TOP AND GROOVE
CONT.	CONTINUOUS	JNT.	JOINT	T.O.	TOP OF
D.F.	DRAINING POINT/ANDROUGHS	M.C.	METAL RESISTANT	T.O.F.	TOP OF FOOTING
DIA.	DIAMETER	MANUF.	MANUFACTURER	T.O.W.	TOP OF WALL
DIM.	DIMENSION	MAX.	MAXIMUM	TYP.	TYPICAL
DN	DOWN	MCH.	MECHANICAL	T.C.	TIE COLUMN
DPL	DRAINAGE	MEN.	MENOR	UNL.	UNLESS NOTED OTHERWISE
DPL	DRAINAGE	MEN.	MENOR	VERT.	VERTICAL
EA	EACH	NEW	NEW	VENT	VENT
E.F.	EXHAUST FAN	NOT IN CONTRACT	NOT IN CONTRACT	V.T.R.	VENT THROUGH ROOF
E.F.S.	EXHAUST FAN SYSTEM	N.T.S.	NOT TO SCALE	W.	WATER
EL	ELEVATION	NUM.	NUMBER	W.D.	WOOD
ELC	ELECTRICAL	ON CENTER	ON CENTER	WTR	WATER
ELEV.	ELEVATION	O.D.	OUTSIDE DIAMETER	WP.	WATERPROOF
EN	END	OPF.	OVERFLOW	W.R.	WATER RESISTANT
ET	EXPANSION TANK	OPNG.	OPENING	W.S.	WATER STOP
EXT.	EXTENSION	PLYWD.	PLYWOOD	W.S.F.	WELDED WIRE FABRIC
EXT.	EXTENSION	PRD.	PAINTED	W.W.M.	WOVEN WIRE MESH

## GENERAL NOTES

- THIS DESIGN IS AN ORIGINAL UNPUBLISHED WORK AND MAY NOT BE DUPLICATED, PUBLISHED AND/OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT/ENGINEER.
- THESE SHEETS - LISTED BY DRAWING INDEX, ALL ACCOMPANYING SPECIFICATIONS FOR MATERIALS, WORKMANSHIP QUALITY, AND NOTES HAVE BEEN PREPARED SOLELY FOR THE CONSTRUCTION AND FINISH OF PROJECT IMPROVEMENTS, COMPLETE AND READY FOR OCCUPANCY AND USE.
- ALL WORK SHALL BE INSPECTED BY OPENING AGENCIES IN ACCORDANCE WITH THEIR REQUIREMENTS. JURISDICTIONAL APPROVAL SHALL BE SECURED BEFORE PROCEEDING WITH WORK.
- BUILDING DESIGN IS GENERALLY PREDICATED UPON PROVISIONS OF THE 2009 IBC AND AMENDMENTS AS MAY HAVE BEEN LOCALLY ENACTED. ALL REQUIREMENTS OF THE JURISDICTIONAL FIRE SAFETY PREVENTION DISTRICT SHALL BE ACCOMMODATED BY THIS DESIGN AND ANY CONSEQUENT CONSTRUCTION.
- IN THE EVENT OF CONFLICT BETWEEN THE DESIGN DOCUMENTS AND/OR JURISDICTIONAL REQUIREMENTS, THE MORE RESTRICTIVE FROM THE STANDPOINT OF SAFETY AND PHYSICAL SECURITY SHALL APPLY.
- ANY INSTALLATION, FINISH, OR COMPONENT INTENDED TO PROVIDE ENCLOSURE, WEATHER ABILITY OR APPEARANCE QUALITY SHALL BE PRODUCED AS A REPRESENTATIVE SAMPLE PRIOR TO PROCEEDING WITH COMPLETION. WORK PERFORMED WITHOUT WRITTEN APPROVAL OF SUCH SAMPLE BY THE ARCHITECT/ENGINEER SHALL BE DONE AT THE RISK OF THE CONTRACTOR. A MINIMUM OF TWO (2) WORKING DAYS NOTICE SHALL BE GIVEN.
- ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH PERTINENT JURISDICTIONAL CODES, RESTRICTIONS, COVENANTS, AND/OR ORDINANCES. ANY CONFLICT BETWEEN DESIGN AND REQUIREMENT SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.
- ANY AND ALL PROPOSED CHANGE, MODIFICATIONS AND/OR SUBSTITUTION SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.

PARK CITY PLANNING DEPT.  
**APPROVED**  
*Signature*  
SIGNATURE  
*6/11/2013*  
DATE

RECEIVED  
JUN 07 2013  
PARK CITY PLANNING DEPT.

Jonathan DeGray  
Architect  
P.O. Box 1674, 414 Main Street, Suite 302, Park City, Utah 84060  
Tel: 435-645-7263, E-mail: [degrayj@jpedesign.com](mailto:degrayj@jpedesign.com)

HDDR APPLICATION SET  
RENOVATION/ADDITION  
331 MCHENRY AVENUE  
PARK CITY, UTAH 84060

COVER SHEET

DATE: JUNE 04, 2013

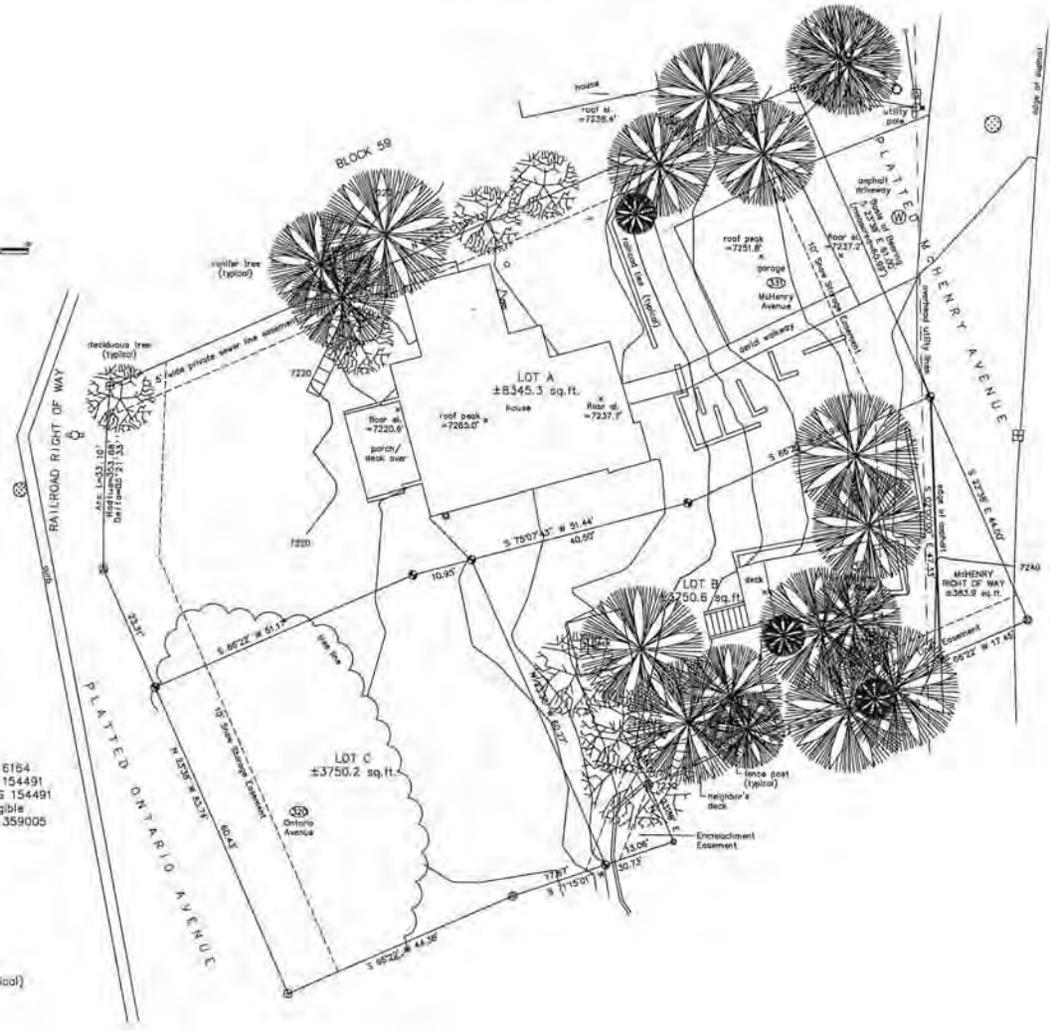
DATE: APRIL 09, 2013

PROJECT NUMBER: 1204-01

SHEET NUMBER: Aa

# 331 McHenry Avenue Subdivision

A replat of a portion of Block 59, Park City Survey



- Legend**
- ⊕ Found rebar & cap—LS 6154
  - ⊙ Found rebar & cap—LS 154491
  - ⊙ Found nail & washer—LS 154491
  - ⊕ Found rebar & cap—illegible
  - ⊙ Found rebar & cap—LS 359005
  - ⊙ Communications box
  - ⊙ Sewer cleanout
  - Telephone pedestal
  - ☒ Telephone box
  - ☒ Electric box
  - ⊕ Electric meter
  - ⊕ Gas meter
  - ☒ Storm drain grate
  - ⊕ Fire hydrant
  - ⊕ Water manhole
  - ⊕ Sewer manhole
  - ⊕ Street Address (typical)

**NARRATIVE**

1. Survey requested by: Jerry Fiat.
2. Purpose of survey: locate the improvements and the topographic relief.
3. Basis of survey: found property monuments as shown.
4. Date of survey: April 24, 2012.
5. Properly monuments found as shown.
6. Located in the Southeast Quarter of Section 16, Township 2 South, Range 4 East, Salt Lake Base & Meridian.
7. See the official plat of 331 McHenry Avenue for other possible easements, restrictions or setbacks.
8. The owner of the property should be aware of any items affecting the property that may appear in a title insurance report.
9. The elevation values are based on an elevation of 7161.75 feet at the Street Monument found at the intersection of 4th Street & Ontario Avenue, from the Park City Monument Control Map, Entry #197765.

**LEGAL DESCRIPTION**

All of 331 McHenry Avenue Subdivision, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, containing 16,230.0 square feet, more or less.

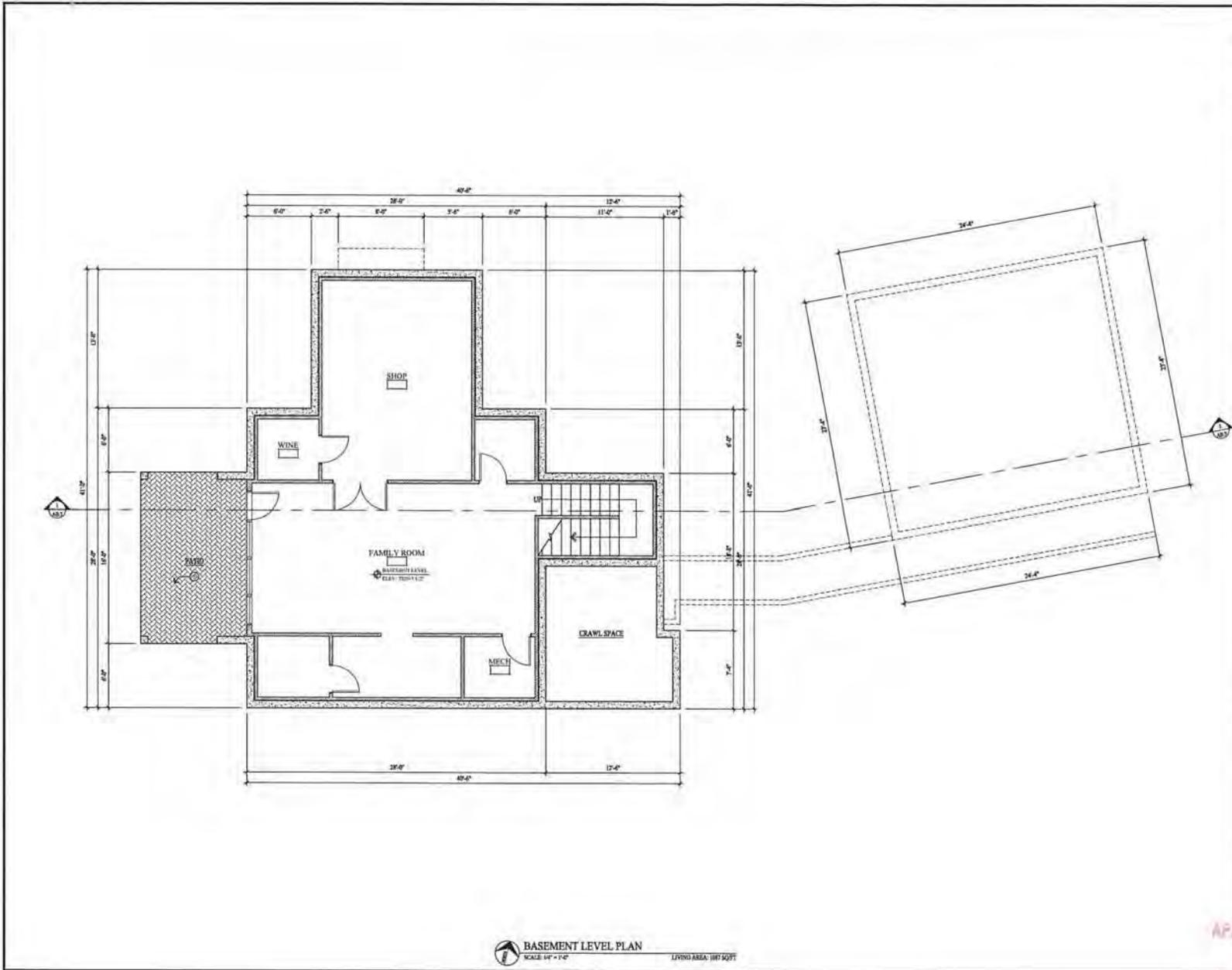
**SURVEYOR'S CERTIFICATE**

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

Date \_\_\_\_\_ J.D. Goley RLS#359005



APR 29 2013



**GENERAL NOTES**

ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

- EXISTING 1/2" FRAMED WALL
- NEW 1/2" FRAMED WALL
- NEW 6" CONCRETE WALL

**KEY NOTES**

- ① WOOD BURNING FIREPLACES W/ METAL SIDING
- ② QUADRANGLE WALL ANCHORS
- ③ 3" RICE DIAL WALL ANCHORS W/ 2" BALLAST
- ④ 1/2" BRICKS ON 1/4" JOIST @ 16" O.C.
- ⑤ BRICK FAYERS
- ⑥ 3" RICE DIAGONAL WALL
- ⑦ METAL CHIMNEY PIPE
- ⑧ LINE OF ROOF BEAM ANCHORS
- ⑨ PROPERTY LINE

**BASEMENT LEVEL PLAN**  
SCALE: 1/4" = 1'-0"  
LIVING AREA: 1001 SQFT

APR 11 2013

**Jonathan DeGray**  
Architect

P.O. Box 1874, 814 Main Street, Suite 302, Park City, Utah 84002  
Tel: 435-646-7203, E-mail: jonathandegray@jonathandegray.com

---

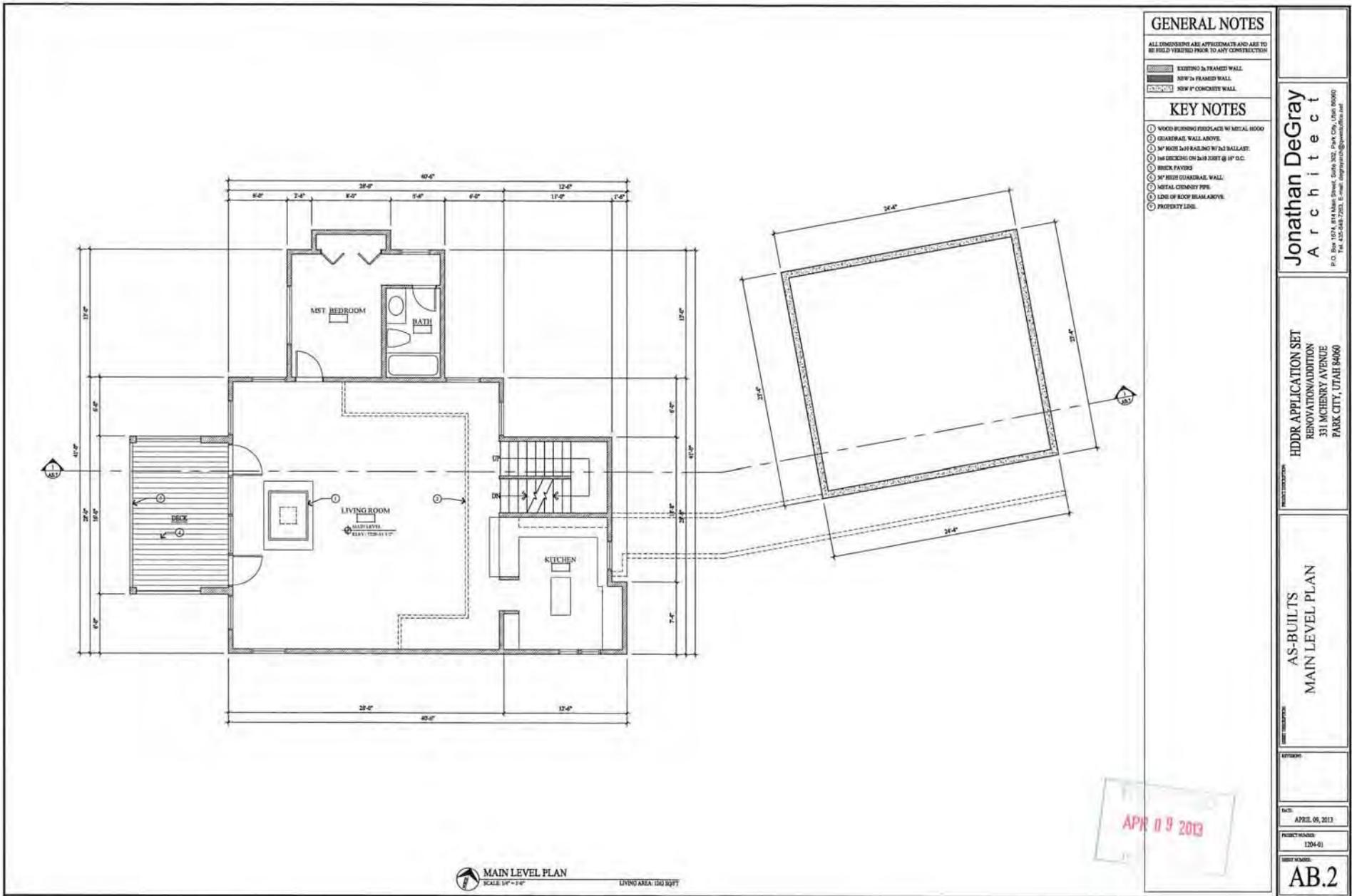
HDDR APPLICATION SET  
RENOVATION/ADDITION  
331 MCHENRY AVENUE  
PARK CITY, UTAH 84060

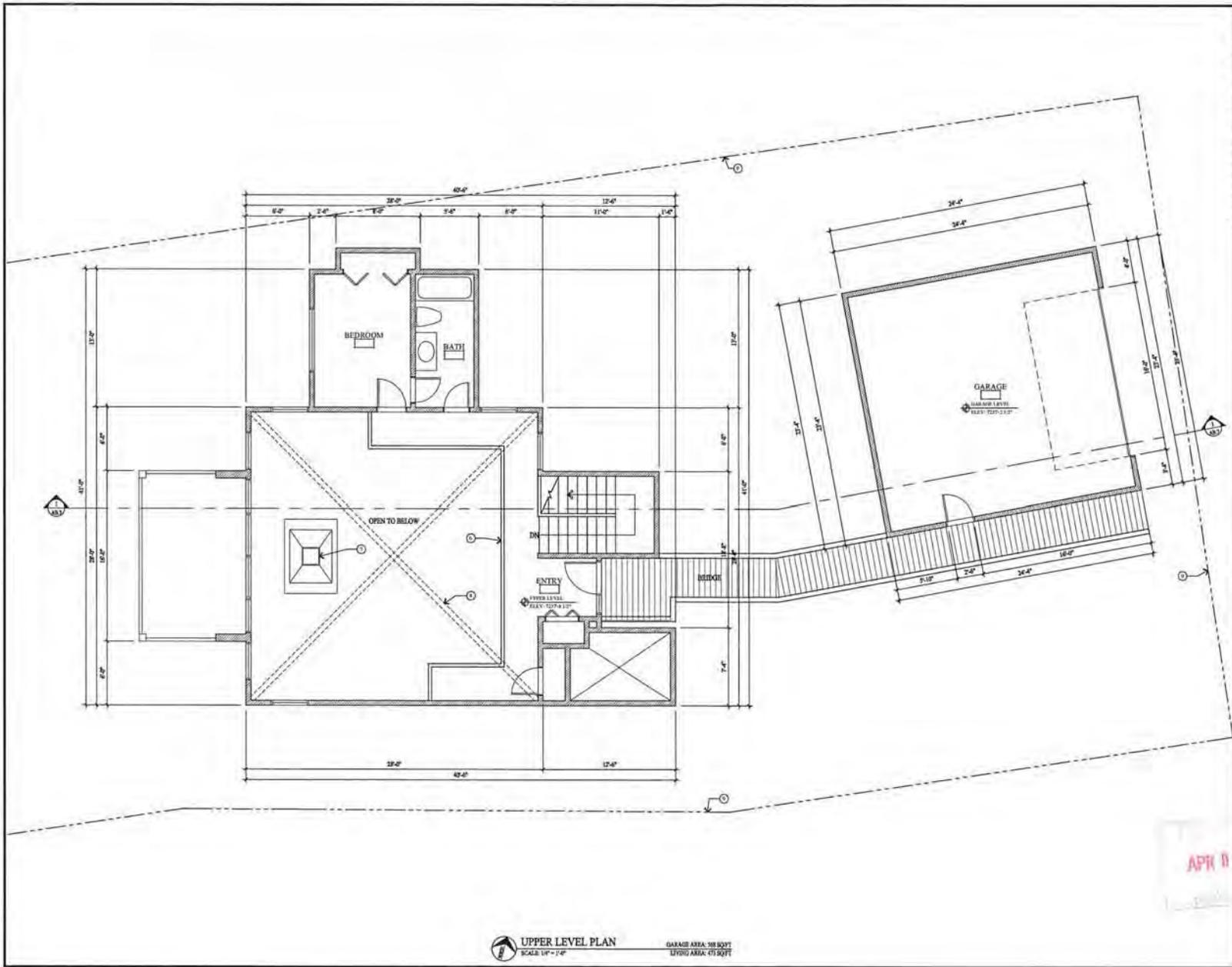
---

AS-BUILTS  
BASEMENT LEVEL PLAN

---

DATE: APRIL 09, 2013  
PROJECT NUMBER: 1204-01  
SHEET NUMBER: **AB.1**





**GENERAL NOTES**

ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

- EXISTING IN FRAMED WALL
- NEW 2" FRAMED WALL
- NEW 8" CONCRETE WALL

**KEY NOTES**

- WOOD BURNING FIREPLACE w/ METAL HOOD
- GUARDRAIL WALL ABOVE
- 3" RISE 5-1/2" RAILING w/ 2" BALLAST
- 1/4" BRICKING ON 2x10 JOIST @ 16" O.C.
- BRICK FAYERS
- 3" RISE GUARDRAIL WALL
- METAL CHIMNEY PIPE
- LINE OF ROOF BEAM ABOVE
- PROPERTY LINE

**UPPER LEVEL PLAN**  
SCALE: 1/4" = 1'-0"  
GARAGE AREA: 38 SQFT  
LIVING AREA: 41 SQFT

**Jonathan DeGray**  
Architect  
P.O. Box 1674, 614 Main Street, Suite 202, Park City, Utah 84060  
Tel: 435-645-7263, E-mail: [degrayj@jonathandegray.com](mailto:degrayj@jonathandegray.com)

---

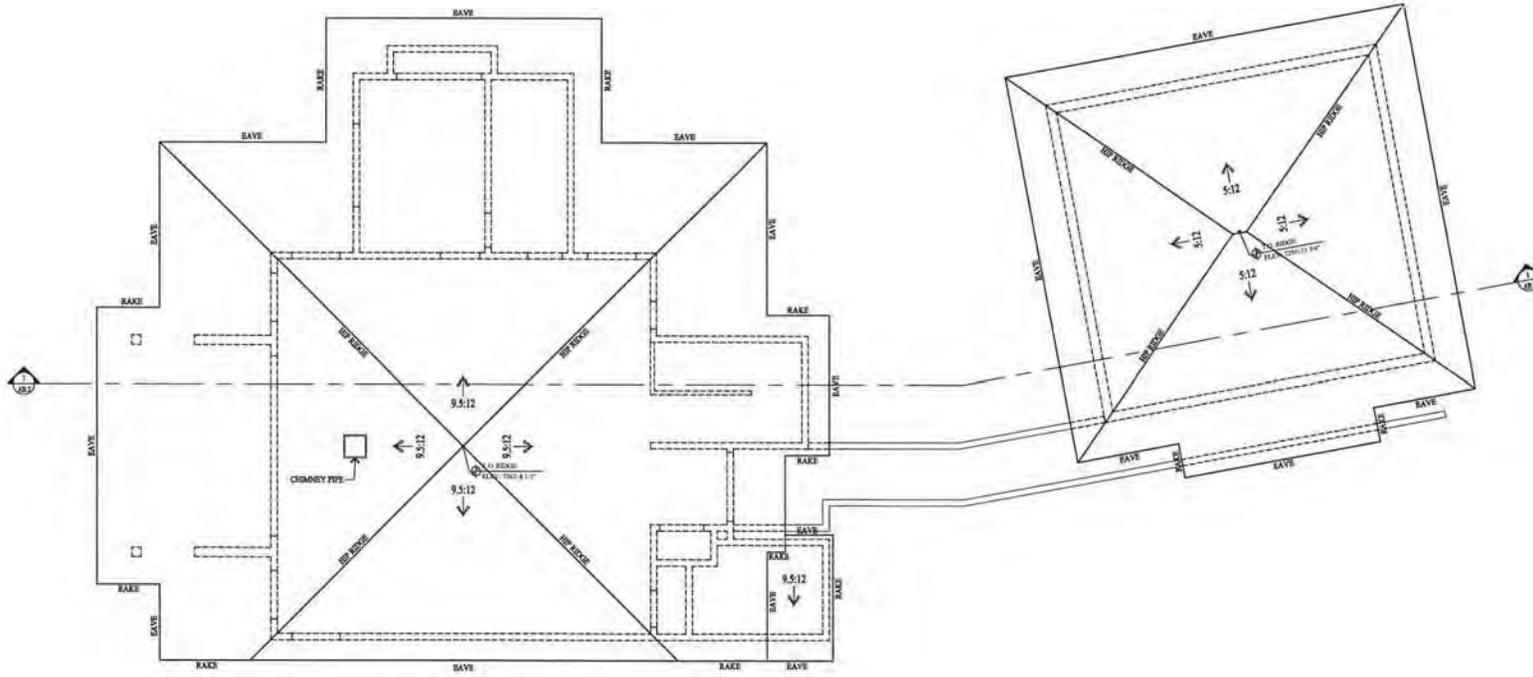
**HDR APPLICATION SET**  
RENOVATION/ADDITION  
311 MCHERRY AVENUE  
PARK CITY, UTAH 84060

---

**AS-BUILTS**  
UPPER LEVEL PLAN

---

DATE: APRIL 09, 2013  
PROJECT NUMBER: 1204-01  
SHEET NUMBER: AB.3



ROOF LEVEL PLAN  
SCALE: 1/4" = 1'-0"

APR 09 2013

**Jonathan DeGray**  
Architect  
P.O. Box 1874, 614 Main Street, Suite 302, Park City, Utah 84060  
Tel. 435-648-7202, E-mail: [degrayj@jonathandegray.com](mailto:degrayj@jonathandegray.com)

HDDR APPLICATION SET  
RENOVATION/ADDITION  
331 MCHENRY AVENUE  
PARK CITY, UTAH 84060

AS-BUILTS  
ROOF LEVEL PLAN

DATE:  
APRIL 09, 2013

PROJECT NUMBER:  
1204-01

Sheet Number:  
**AB.4**

**KEY NOTES**

- ① 1/4" VERT. CEDAR SIDING
- ② 1/4" DIAGONAL CEDAR SIDING
- ③ 1" INSULATED GLASS WINDOW
- ④ 6x8 TIMBER KNOX BRACE
- ⑤ AIRFLEX SIDING
- ⑥ BRIDGE
- ⑦ 1/4" FASCIA
- ⑧ GARAGE DOOR
- ⑨ 3" BRIDGE 2x10 RAILING W/ 2x2 BALLAST
- ⑩ LINE 27'-0" HEIGHT ABOVE EXISTING GRADE

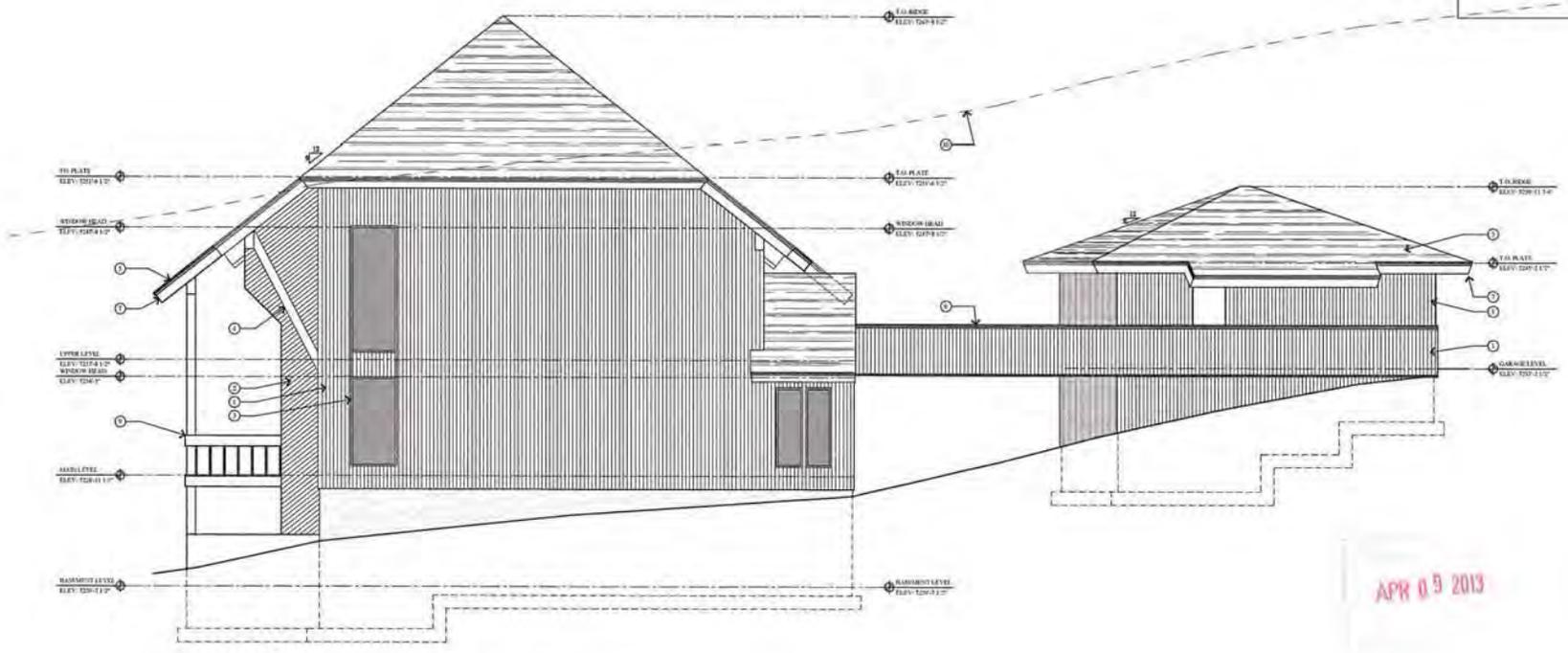
**Jonathan DeGray**  
**Architect**  
 P.O. Box 1074, 814 Main Street, Suite 202, Park City, Utah 84090  
 Tel. 435.648.7203, E-mail: [degrayarch@jonathandegray.com](mailto:degrayarch@jonathandegray.com)

**HDDR APPLICATION SET**  
 RENOVATION/ADDITION  
 331 MCHENRY AVENUE  
 PARK CITY, UTAH 84060

**AS-BUILTS**  
**SOUTH ELEVATION**

APR 09 2013

DATE: APRIL 09, 2013  
 PROJECT NUMBER: 1204-01  
 SHEET NUMBER: **AB.5**



**1 SOUTH ELEVATION**  
 SCALE: 1/4" = 1'-0"



**KEY NOTES**

- ① 1/4" VERT. CEDAR SIDING
- ② 1/4" DIAGONAL CEDAR SIDING
- ③ 1" INSULATED GLASS WINDOW
- ④ 3/4" THICK KIDS BRACE
- ⑤ ASPHALT SHINGLES
- ⑥ BRICK
- ⑦ 1/4" FANCL
- ⑧ GARAGE DOOR
- ⑨ 3/4" 100# 2x10 RAFTERS W/ 3/4" BALLAST
- ⑩ LINE 1/2" 8" BRICK ABOVE EXISTING GRADE

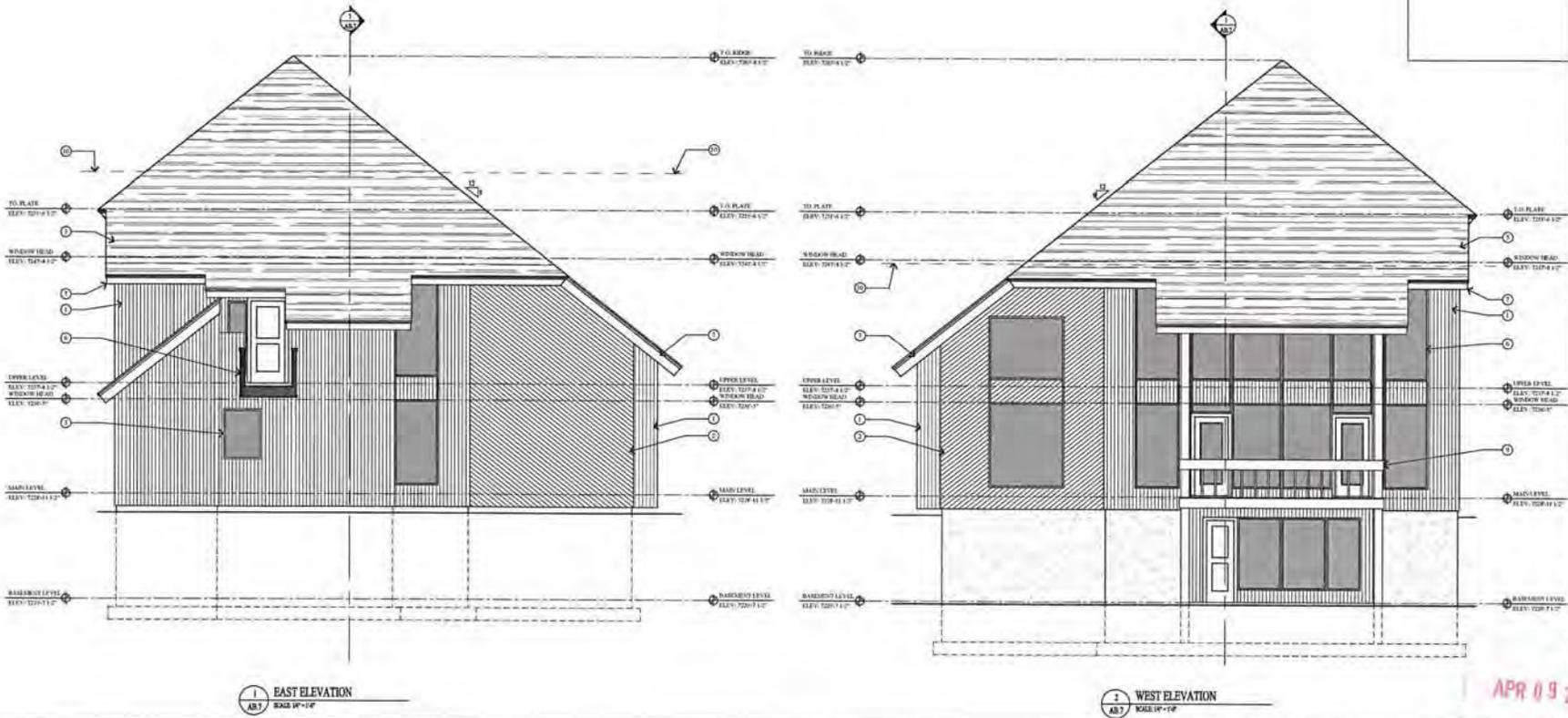
**Jonathan DeGray**  
**Architect**  
 P.O. Box 4874, 614 Main Street, Suite 202, Park City, Utah 84060  
 Tel. 435-648-7263, E-mail: jongray@jongrayarch.com

**HDDR APPLICATION SET**  
 RENOVATION/ADDITION  
 331 MCHENRY AVENUE  
 PARK CITY, UTAH 84060

**AS-BUILTS**  
 EAST AND WEST ELEVATIONS

DATE: APRIL 02, 2013  
 PROJECT NUMBER: 1204-01  
 SHEET NUMBER: AB.7

APR 09 2013



**1 EAST ELEVATION**  
 SCALE: 1/4" = 1'-0"

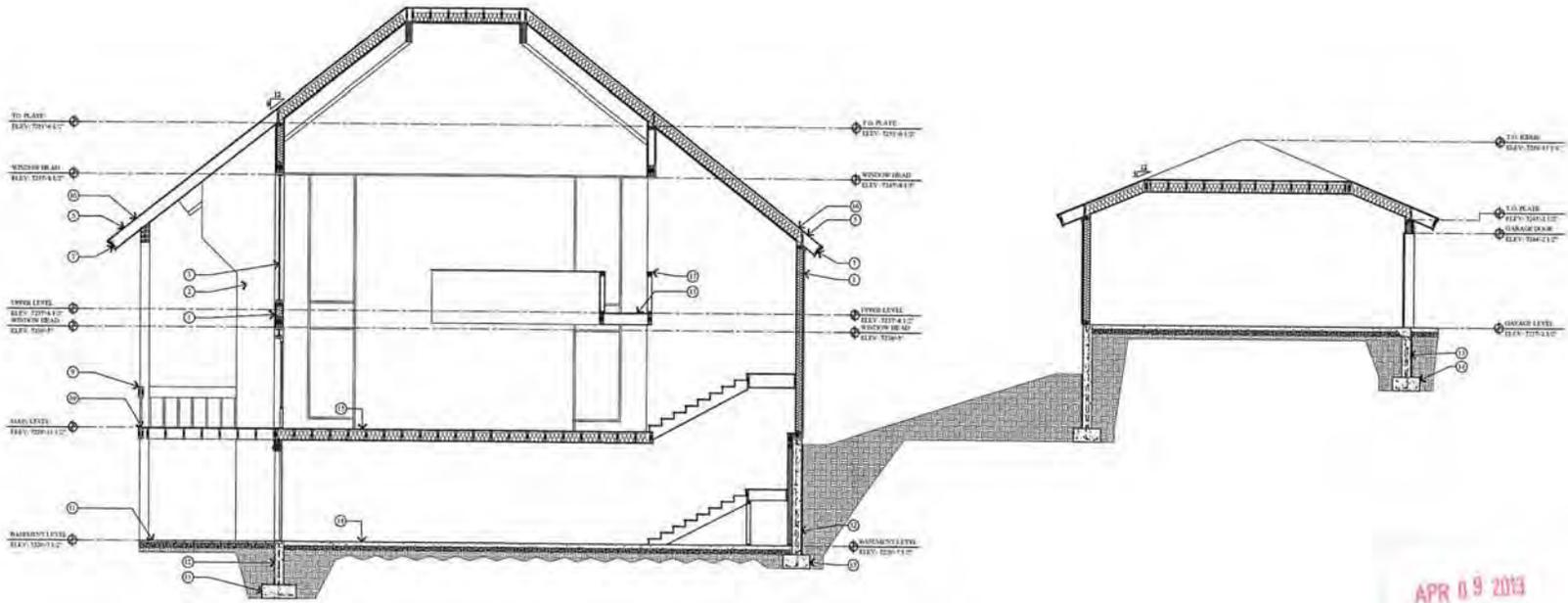
**2 WEST ELEVATION**  
 SCALE: 1/4" = 1'-0"

- KEY NOTES**
- 1 3/4" VENEER CEDAR SIDING
  - 2 3/4" ISOLAQUAL CEDAR SIDING
  - 3 1" INSULATED GLASS WINDOW
  - 4 60 TYPICAL KNEE BRACE
  - 5 ASPHALT SIDING
  - 6 BRICK
  - 7 2x FANCA
  - 8 GARAGE DOOR
  - 9 3/4" BRICK SILL BAILING W/ 2" BALLAST
  - 10 1/4" BRICK ON 2x10 JOIST @ 16" O.C.
  - 11 BRICK PAVES
  - 12 1" CONCRETE FOUNDATION
  - 13 1" CONCRETE FOOTING
  - 14 4" CONCRETE SLAB
  - 15 2x4 PLYWOOD ON 2x12 FLOOR JOIST @ 16" O.C.
  - 16 2x4 PLYWOOD ON 2x10 ROOF JOIST @ 16" O.C.
  - 17 3/4" BRICK CHASSEL WALL

**Jonathan DeGray**  
 Architect  
 P.O. Box 1074, 6744444 Street, Suite 202, Park City, Utah 84050  
 Tel: 432-544-7200, E-mail: jongray@jongrayarch.com

HDR APPLICATION SET  
 RENOVATION/ADDITION  
 131 MCHENRY AVENUE  
 PARK CITY, UTAH 84060

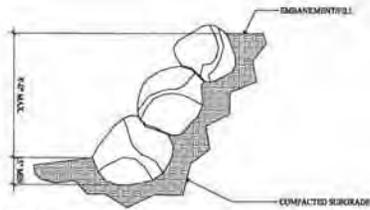
AS-BUILTS  
 BUILDING SECTIONS



1 BUILDING SECTION  
 A-B

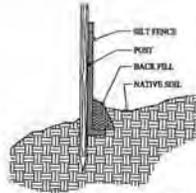
APR 09 2013

DATE: APRIL 09, 2013  
 PROJECT NUMBER: 1204-01  
 SHEET NUMBER: AB.8



- NOTES**
1. NOMINAL ROCK SIZE SHALL BE AT LEAST ONE THIRD THE HEIGHT OF THE EMBANKMENT (FIRST TWO COURSES).
  2. IN SANDY OR SILTY SOILS A FILTER FABRIC SHALL BE PLACED BEHIND THE ROCK FACED SLOPE.
  3. SLOPE MAY BE INCREASED TO 1:00 TO 1:10 IF HEIGHT OF EMBANKMENT IS LESS THAN 4 FEET.
  4. ROCK MUST BE ANGULAR AND FITTED TOGETHER TO INTERLOCK WITH ADJACENT ROCKS.
  5. A MINIMUM SETBACK OF FOUR FEET FROM BUILDINGS OR STRUCTURES SHALL BE MAINTAINED ABOVE OR BELOW THE ROCK FACED SLOPE.

2 BOULDER RETAINING WALL  
SCALE



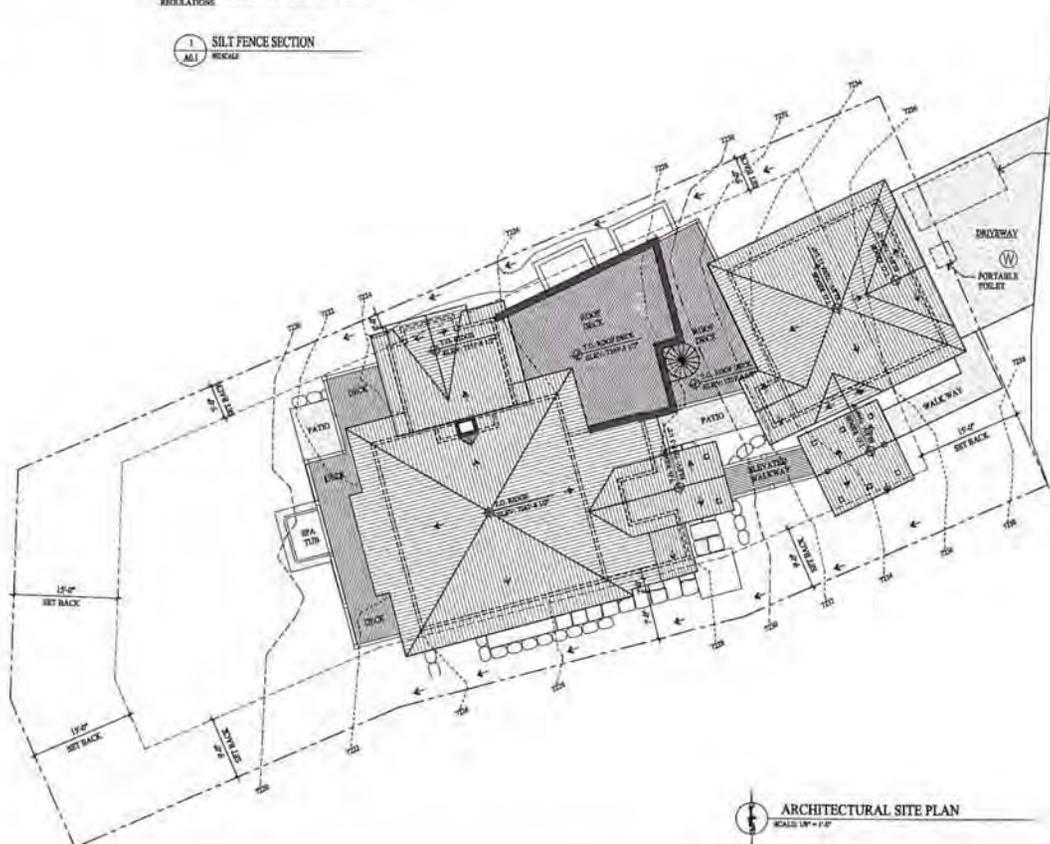
1. SANDBAGS WILL BE PLACED AT DISCHARGE LOCATIONS TO CERTAIN AND DIVERT STORM WATER THROUGH STRAW BALES.
2. AN EARTHEN BERM 6" HIGH WILL BE CONSTRUCTED TO CONTAIN THE STORM WATER AND DIVERT IT TO DISCHARGE AREAS.
3. STORM WATER WILL BE DISCHARGED INTO AN EXISTING DRAINAGE SYSTEM. EXISTING LINES SHALL BE INSPECTED PRIOR TO CERTIFICATE OF OCCUPANCY AND CLEANED IF NECESSARY.
4. THE STORM WATER PREVENTION PLAN SHALL CONFORM TO ALL STATE DIVISION OF ENVIRONMENTAL PROTECTION REGULATIONS.

1 SILT FENCE SECTION  
SCALE

**LEGEND**

⊕	SEWER CLEAN OUT
⊕	FIRE HYDRANT
⊕	FURNISH REAR W/ CAP
⊕	SANITARY SEWER MANHOLE
⊕	ELECTRIC
⊕	UTILITY LATERAL
⊕	LAMP POST
→	SURFACE DRAINAGE FLOW

- SITE PLAN NOTES**
1. ALL SURFACE WATER SHALL DRAIN AWAY FROM THE HOUSE AT ALL POINTS. DIRECT THE DRAINAGE WATER TO THE STREET OR AN APPROVED DRAINAGE COURSE BUT NOT ONTO THE NEIGHBORING PROPERTIES. THE GRADE SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10 FEET. (SIC 846.1)
- STABILIZATION CONSTRUCTION DETAILS**
- FOR A MINIMUM OF 5' FROM ROADWAY, A FILTER FABRIC SHALL BE INSTALLED OVER A COMPACTED SUBGRADE. A 6" LAYER OF 1/2" AGGREGATE SHALL BE PLACED OVER THIS MEMBRANE. DAILY INSPECTION FOR URGENT BUILD UP AND/OR LOSS OF GRAVEL WILL BE ENFORCED, AND REMEDIATED AT ONCE.
- GRADING NOTES**
1. GRADINGS TO COMPLY WITH D.C. CHAPTER 4
  2. MAXIMUM ALLOWED SLOPE AT 2:1
  3. MINIMUM SLOPE FOR DRAINAGE - 2%
  4. DRAIN AWAY FROM BUILDING
  5. CERTAIN DRAINAGE ON PROPERTY
  6. BOLLARD RETAINING WALLS NOT TO EXCEED 4'-6" EXPOSED HEIGHT
- UTILITY NOTE**
1. ALL UTILITY LINES TO BE UNDERGROUND
  2. ABOVE GRADE UTILITY BOX TO BE IN SCREENED LOCATION
- DRIVE REMOVAL**
- DRIVE PAVED FROM DRIVE SHALL NOT BE PUSHED ONTO THE STREET.



**MCHERRY AVENUE**

PARK CITY PLANNING DEPT.  
**APPROVED**

*[Signature]*  
SIGNATURE

6/11/2013  
DATE

RECEIVED  
JUN 07 2013  
PARK CITY PLANNING DEPT.

**Jonathan DeGray**  
Architect

1111 Main Street, Suite 502, Park City, Utah 84302  
P.O. Box 4874, 8114 Main Street, Suite 502, Park City, Utah 84302  
Tel: 435-645-7025, E-mail: jon@jonathandegray.com

HDDR APPLICATION SET  
RENOVATION/ADDITION  
331 MCHERRY AVENUE  
PARK CITY, UTAH 84300

ARCHITECTURAL SITE PLAN

DATE: JUNE 04, 2013

SCALE: APRIL 09, 2013

PROJECT NUMBER: 1204-01

DATE: A0.1

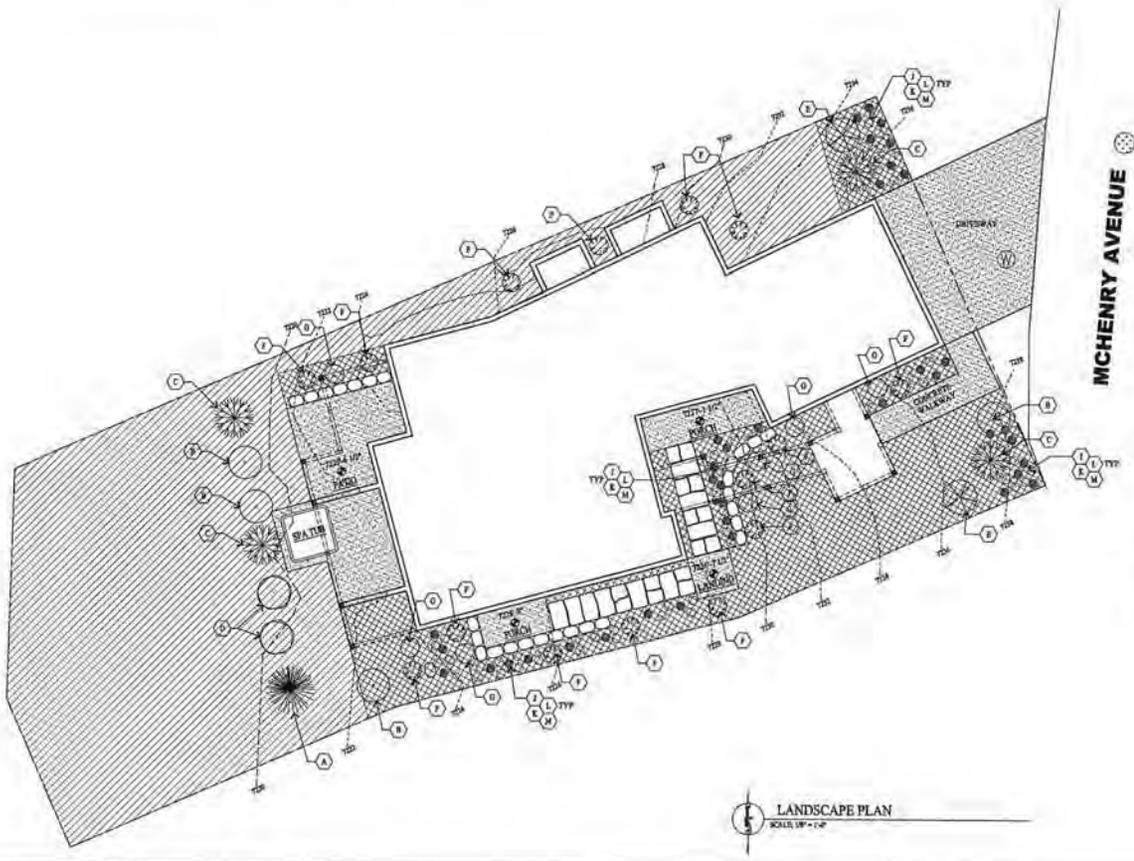
PLANT SCHEDULE						
TREES AND SHRUBS						
SYMBOL	Qty #	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS
CONIFERUS TREES						
(A)	1	1	ABIES FORTYONII	NOBLE FIR	16" H	10' D.C.
(B)	1	1	PIEDMONT BLUE SPRUCE	PIEDMONT BLUE SPRUCE	16" H	10' D.C.
(C)	1	1	PRINUS MICROCARPA	STRAWBERRY TREE	7" DIA.	7' D.C.
DECIDUOUS TREES						
(D)	4	4	ALNUS GLABRIS	BALDY HICK HAWK	7" DIA.	7' D.C.
(E)	4	4	ALNUS VINCIGRANA	TRICOLOR ALDER	7" DIA.	7' D.C.
(F)	1	1	QUERCUS LAEVIS	WHITE OAK	7" DIA.	7' D.C.
(G)	1	1	QUERCUS LAEVIS	WHITE OAK	7" DIA.	7' D.C.
(H)	1	1	QUERCUS LAEVIS	WHITE OAK	7" DIA.	7' D.C.
(I)	1	1	QUERCUS LAEVIS	WHITE OAK	7" DIA.	7' D.C.
SHRUBS						
(J)	15	15	NEOTOMA GIBBERATA VARIATA	MOUNTAIN RED BARK	1 GAL.	SPACING AS NOTED ON PLAN
(K)	30	30	CORONILLA BELLICA VARIETY	RED TWIN LARKSPUR	1 GAL.	SPACING AS NOTED ON PLAN
(L)	30	30	ERIGONIA GIBBERATA	10 GAL. ANEMONE	1 GAL.	SPACING AS NOTED ON PLAN
GROUND COVERS						
(M)	1	1	TRIFOLIUM ALPINE	SWISS MOUNTAIN LOVER	4" HIGH	20" D.C.
(N)	1	1	TRIFOLIUM ALPINE	MOUNTAIN LOVER	4" HIGH	20" D.C.

PERENNIAL PLANTING & HYDRANGEA PLANTING						
SYMBOL	Qty #	QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS
(O)	1	1	GERANIUM BOYDII	GERANIUM	1 GAL.	10" H
(P)	1	1	GERANIUM BOYDII	GERANIUM	1 GAL.	10" H
(Q)	1	1	GERANIUM BOYDII	GERANIUM	1 GAL.	10" H
(R)	1	1	GERANIUM BOYDII	GERANIUM	1 GAL.	10" H
(S)	1	1	GERANIUM BOYDII	GERANIUM	1 GAL.	10" H
(T)	1	1	GERANIUM BOYDII	GERANIUM	1 GAL.	10" H
(U)	1	1	GERANIUM BOYDII	GERANIUM	1 GAL.	10" H
(V)	1	1	GERANIUM BOYDII	GERANIUM	1 GAL.	10" H
(W)	1	1	GERANIUM BOYDII	GERANIUM	1 GAL.	10" H
(X)	1	1	GERANIUM BOYDII	GERANIUM	1 GAL.	10" H
(Y)	1	1	GERANIUM BOYDII	GERANIUM	1 GAL.	10" H
(Z)	1	1	GERANIUM BOYDII	GERANIUM	1 GAL.	10" H

The seed and/or bulb shall be selected in areas specified by certain persons. The distance shall be specified as a distance from the perimeter and adjacent planting material. The distance shall be 10' D.C. or more. If the distance is less than 10' D.C. the distance shall be 10' D.C. or more. If the distance is less than 10' D.C. the distance shall be 10' D.C. or more.

\* In addition, all 1/2" and 1/4" mesh shall be placed and finished with water gun and water.

- ### PLANTING NOTES
- CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF EXCAVATION OR PLANTING OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES (IN SITE OR ADJACENT PROPERTY) SHALL BE CONTRACTOR'S RESPONSIBILITY.
  - ALL PLANT MATERIAL SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF PLANTING STANDARDS SPECIFICATIONS.
  - ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DRAWINGS, DETAILS, AND SPECIFICATIONS.
  - CONTRACTOR SHALL VERIFY ALL QUANTITIES. IN CASE OF A DISCREPANCY, THE ELDEREST LOCATION SHALL PREVAIL.
  - CONTRACTOR SHALL CONSERVE ALL PLANTING WITH DRAINAGE CONVEYANCE AS NOTED.
  - IN THE EVENT OF A DISCREPANCY BETWEEN THE ARCHITECT OR OWNER'S DRAWINGS.
  - CONTRACTOR SHALL BE ALLOWED WITHOUT WRITTEN PERMISSION OF THE ARCHITECT OR OWNER.
  - SHRUBS SHALL BE INSTALLED AS NOTED.
  - ALL SHRUBS SHALL BE PLANTED IN THE SPECIFIED SPACING UNLESS OTHERWISE NOTED.
  - ALL SHRUBS SHALL BE PLANTED IN THE SPECIFIED SPACING UNLESS OTHERWISE NOTED.
  - ALL PLANTS AND ALL PLANT PLACES SHALL BE PLANTED.
  - ALL PLANTS AND ALL PLANT PLACES SHALL BE PLANTED.
  - NO BARRIERS SHALL BE INSTALLED.
  - FOR PLANTING BACK FILLING, SEE SPECIFICATIONS.



PARK CITY PLANNING DEPT.  
**APPROVED**  
*Justin*  
 SIGNATURE  
 6/11/2013  
 DATE

LANDSCAPE PLAN  
 SCALE: 1/8" = 1'-0"

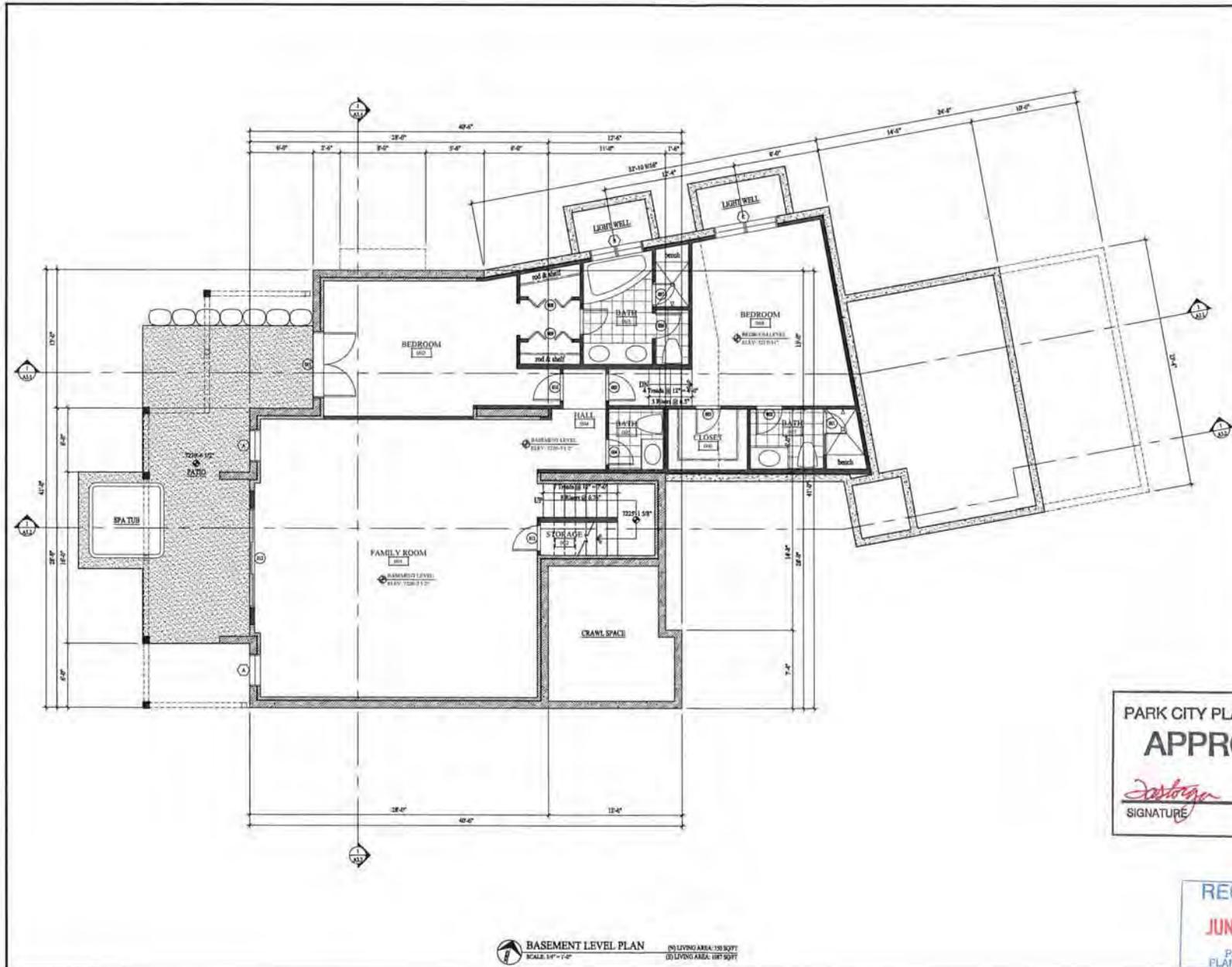
APR 09 2013

**Jonathan DeGray**  
 Architect  
 P.O. Box 1074, 814 Main Street, Suite 202, Park City, Utah 84302  
 TEL: 435-648-7763, E-mail: jgray@jonathandegray.com

HDDR APPLICATION SET  
 RENOVATION/ADDITION  
 311 MCHERRY AVENUE  
 PARK CITY, UTAH 84306

LANDSCAPE PLAN

TITLE: APRIL 09, 2013  
 PROJECT NUMBER: 1204-01  
 SHEET NUMBER: A0.2



**GENERAL NOTES**  
 ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

**KEY NOTES**

- EXISTING 2" FRAMED WALL
- EXISTING 4" CONCRETE WALL
- NEW 2" FRAMED WALL
- NEW 4" CONCRETE WALL

**Jonathan DeGray**  
 Architect  
 P.O. Box 1674, 614 Main Street, Suite 202, Park City, Utah 84060  
 Tel. 435-646-7263, E-mail: jdegrayarch@comcast.net

**HDDR APPLICATION SET**  
 RENOVATION/ADDITION  
 331 MCHENRY AVENUE  
 PARK CITY, UTAH 84060

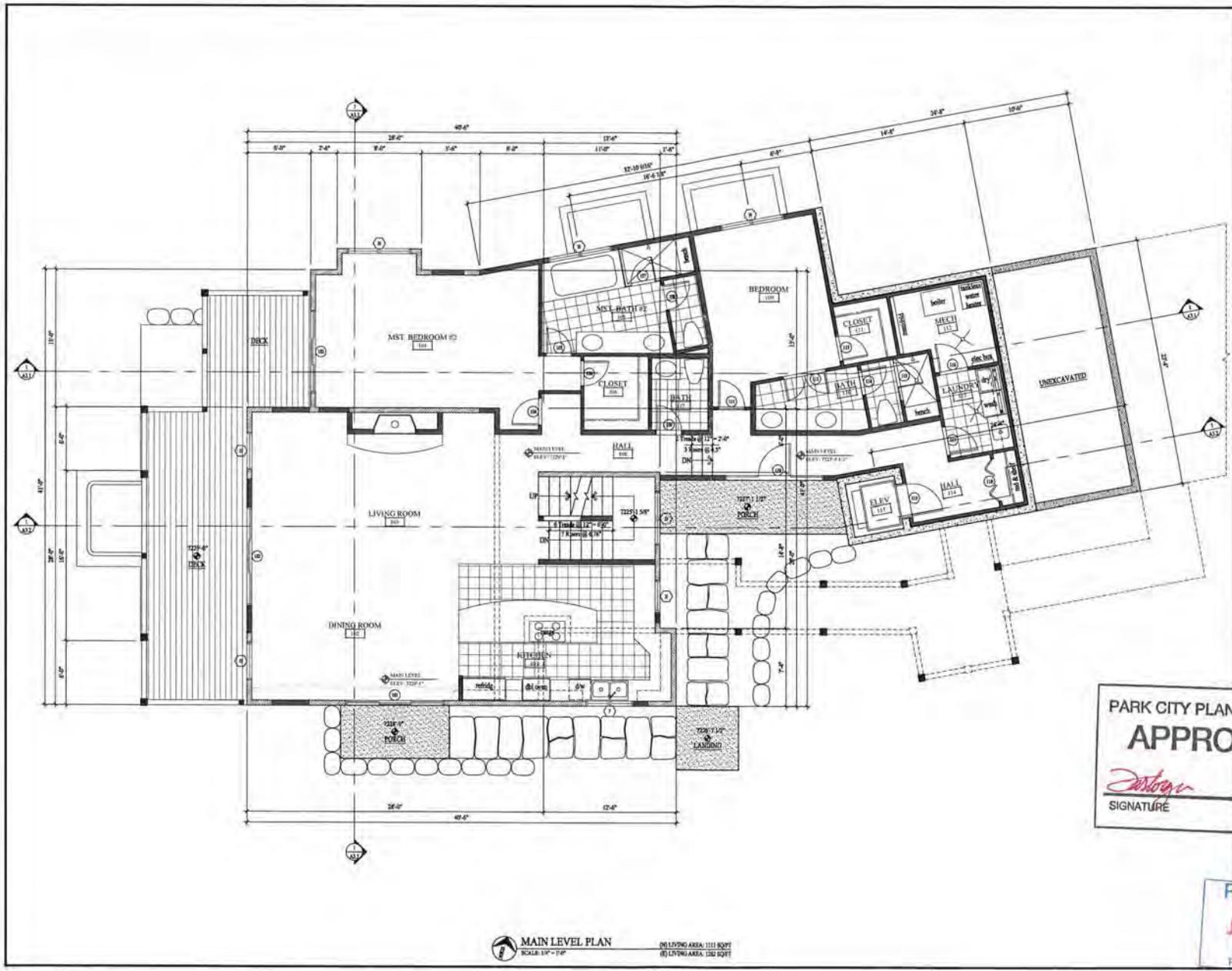
**BASEMENT LEVEL PLAN**

**APPROVED**  
 APR 06, 2013

**DATE**  
 APRIL 06, 2013

**PROJECT NUMBER**  
 1204-01

**HEET NUMBER**  
 A1.1



**GENERAL NOTES**  
 ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

**KEY NOTES**

- EXISTING 2x FRAMED WALL
- EXISTING 4\"/> CONCRETE WALL
- NEW 2x FRAMED WALL
- NEW 4\"/> CONCRETE WALL

**Jonathan DeGray**  
 Architect  
 P.O. Box 1824, 614 Main Street, Suite 302, Park City, Utah 84060  
 Tel: 435-648-1261, E-mail: jgray@jonathandegray.com

HDRR APPLICATION SET  
 RENOVATION/ADDITION  
 331 MCHENRY AVENUE  
 PARK CITY, UTAH 84060

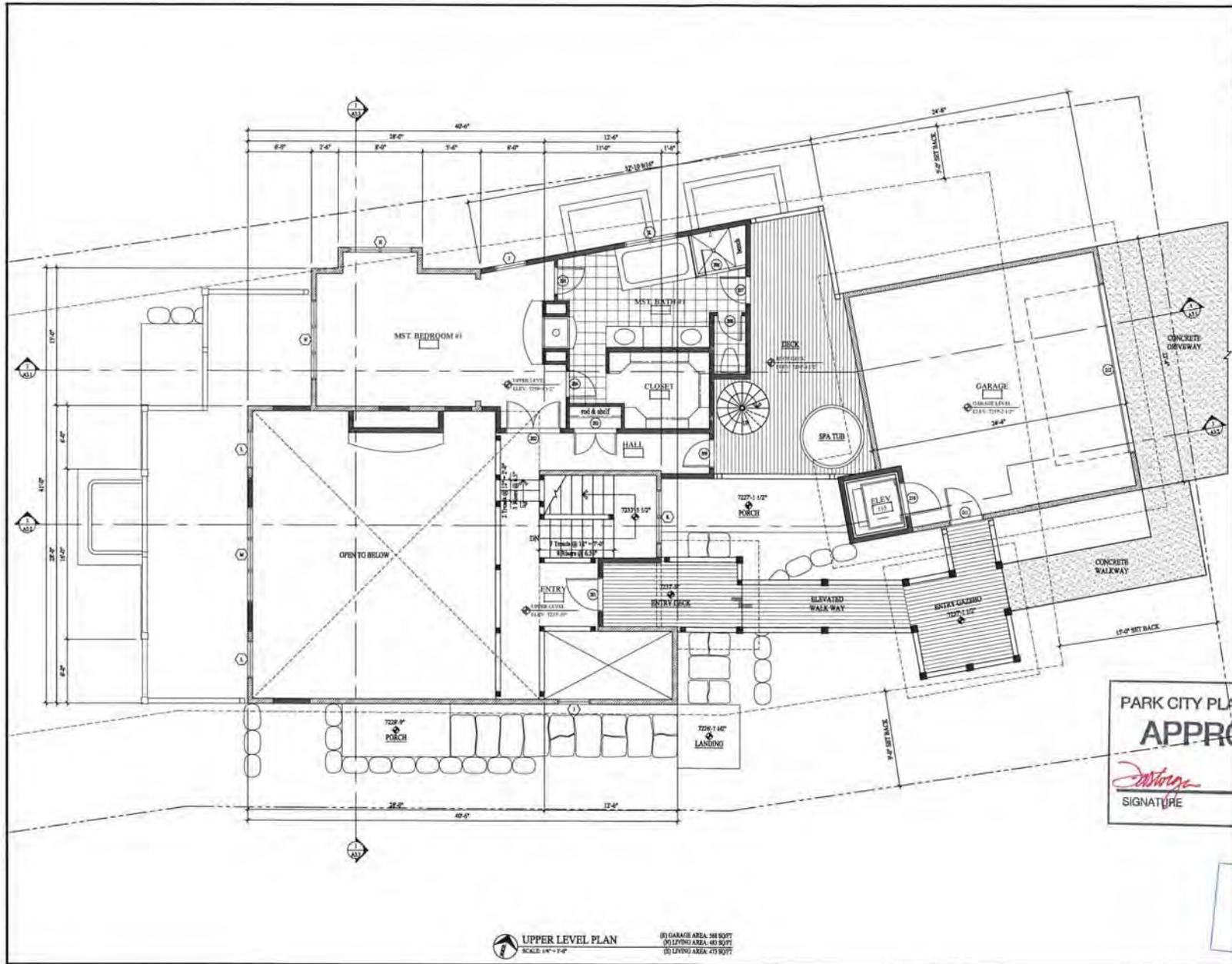
MAIN LEVEL PLAN

PARK CITY PLANNING DEPT.  
**APPROVED**  
*[Signature]*  
 SIGNATURE  
 6/11/2013  
 DATE

**RECEIVED**  
 JUN 07 2013  
 PARK CITY PLANNING DEPT.

**MAIN LEVEL PLAN**  
 SCALE: 1/8" = 1'-0"  
 (SEE PLAN AREA 111 NORTH)  
 (SEE PLAN AREA 112 SOUTH)

DATE: JUNE 06, 2013  
 DATE: APRIL 09, 2013  
 PLANNING NUMBER: 1204-01  
 SHEET NUMBER: **A1.2**



**GENERAL NOTES**

ALL DIMENSIONS ARE APPROXIMATE AND ARE TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION

- EXISTING 2x FRAMED WALL
- EXISTING 4x CONCRETE WALL
- NEW 2x FRAMED WALL
- NEW 4x CONCRETE WALL

**KEY NOTES**

**Jonathan DeGray**  
Architect  
P.O. Box 1874, 614 Main Street, South 200, Park City, Utah 84060  
Tel: 435-648-7202, E-mail: jgray@jonathandegray.com

HDDR APPLICATION SET  
RENOVATION/ADDITION  
331 MCHENRY AVENUE  
PARK CITY, UTAH 84060

UPPER LEVEL PLAN

PARK CITY PLANNING DEPT.  
**APPROVED**  
*Signature*  
SIGNATURE  
6/11/2013  
DATE

**RECEIVED**  
JUN 07 2013  
PARK CITY PLANNING DEPT.

**UPPER LEVEL PLAN**  
SCALE: 1/4" = 1'-0"  
(B) GARAGE AREA: 288 SQFT  
(C) LIVING AREA: 482 SQFT  
(D) LIVING AREA: 415 SQFT

DATE: APRIL 09, 2013  
PROJECT NUMBER: 1204-01  
SHEET NUMBER: **A1.3**

NOTE:  
SEE SHEET A1.3 FOR  
TYPICAL ROOF  
FLASHING DETAILS

**Jonathan DeGray**  
Architect  
P.O. Box 1074, 814 Main Street, Suite 302, Park City, Utah 84060  
Tel: 435-648-7263, Email: jdegray@jonathandegray.com

HDDR APPLICATION SET  
RENOVATION/ADDITION  
331 MCHENRY AVENUE  
PARK CITY, UTAH 84060

PROJECT NUMBER: \_\_\_\_\_  
ROOF LEVEL PLAN

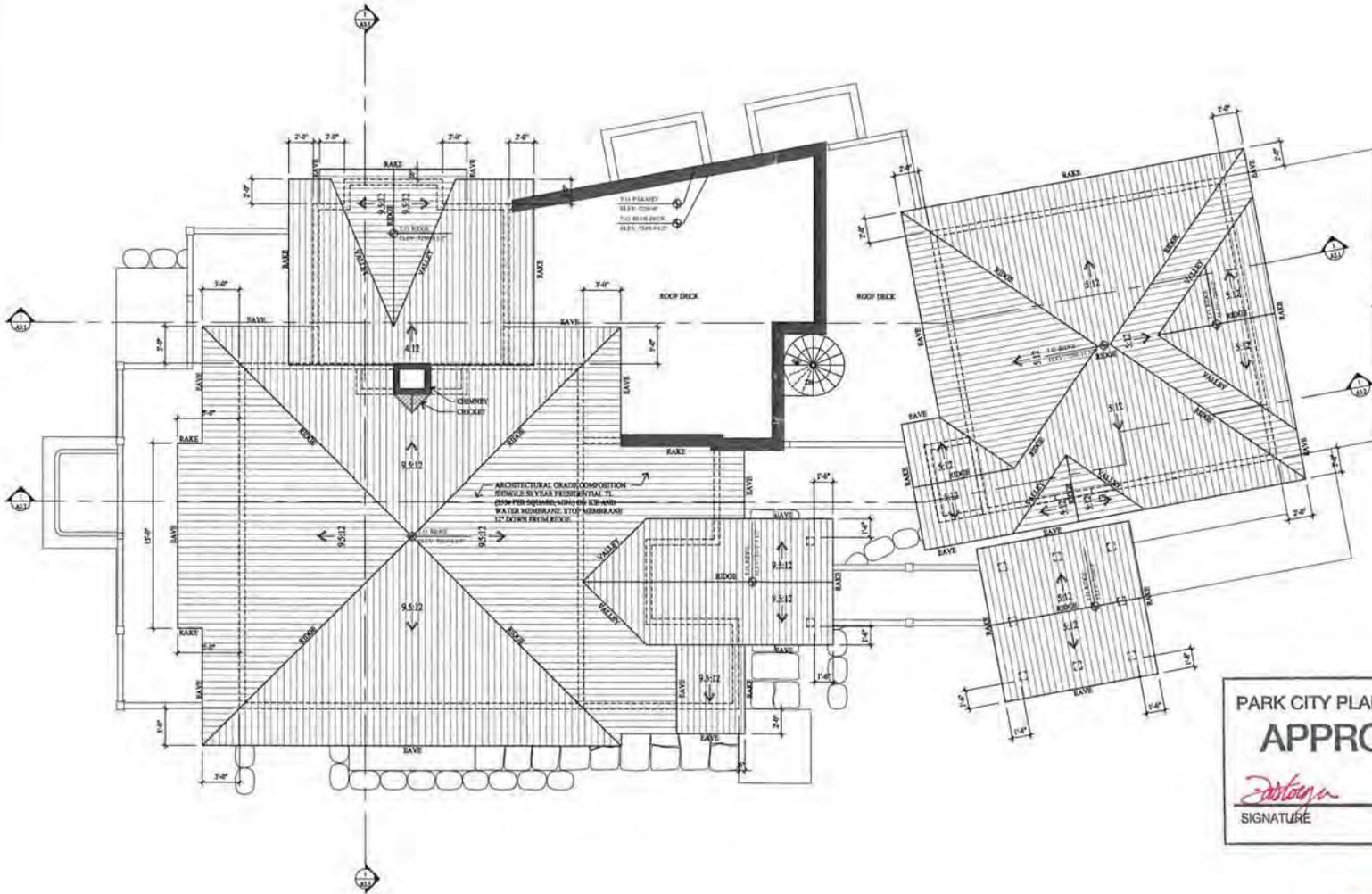
DATE: \_\_\_\_\_

APPROVED  
JUNE 06, 2013

DATE: APRIL 09, 2013

PROJECT NUMBER: 1204-01

SHEET NUMBER: **A1.4**



**ROOF LEVEL PLAN**  
SCALE 1/4" = 1'-0"

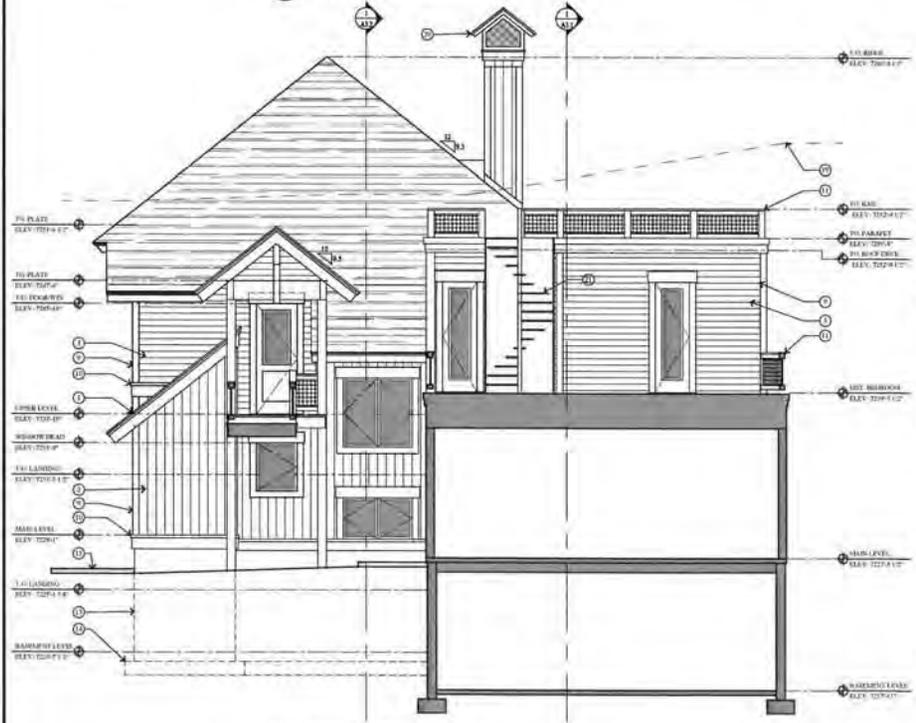
PARK CITY PLANNING DEPT.  
**APPROVED**  
*[Signature]*  
SIGNATURE  
6/11/2013  
DATE

**RECEIVED**  
JUN 07 2013  
PARK CITY  
PLANNING DEPT.

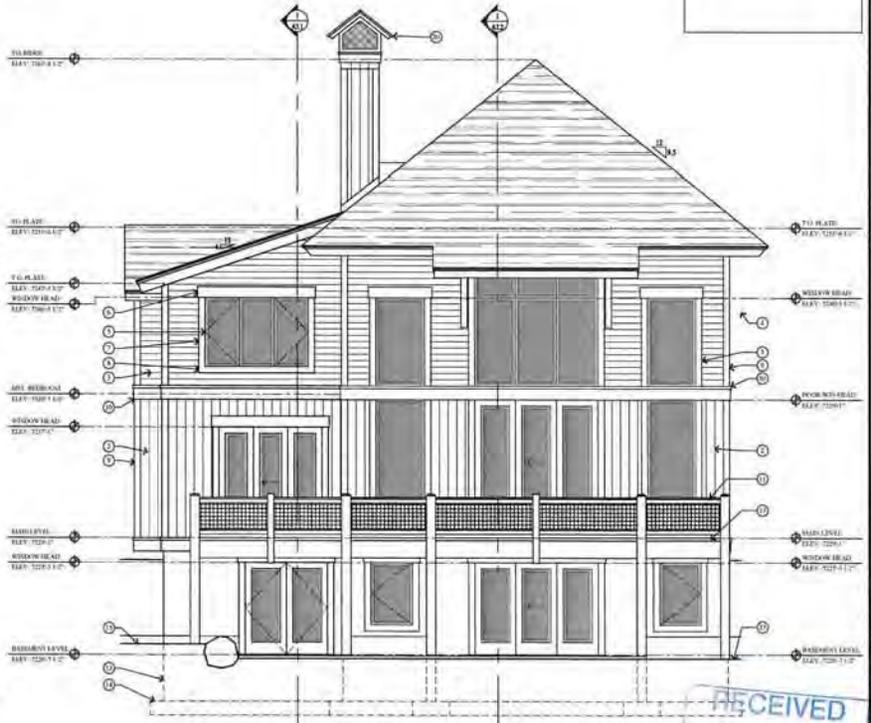




1 EAST ELEVATION @ GARAGE  
SCALE: 1/8" = 1'-0"



1 EAST ELEVATION @ HOUSE  
SCALE: 1/8" = 1'-0"



1 WEST ELEVATION  
SCALE: 1/8" = 1'-0"

PARK CITY PLANNING DEPT.  
**APPROVED**  
*Jonathan DeGray*  
SIGNATURE  
6/11/2013  
DATE

- ### KEY NOTES
- ARCHITECTURAL GRADE COMPOSITION SINGLE 50 YEAR PRESIDENTIAL TL COM FOR SQUARE INCH ON 1/2" AND WATER MEMBRANE OVER ENTIRE ROOF SURFACE.
  - 1/4" VERTICAL CEDAR SIDING - STAINED.
  - 1/4" HORIZONTAL LAP SIDING ON STEEP ROOFSHIP ON 1/2" EXT. BRACKING ON 2x4 STUDS @ 16" O.C.
  - 1/2" X 1/2" TRIMMED CORNER BRACE.
  - ALUMINUM CLAD WOOD WINDOWS AND DOORS W/ 17' DRILLATED GLASS - SEE SCHEDULE.
  - 2x4 WINDOW DOOR HEAD - STAINED W/ FINISHING.
  - 2x4 WINDOW DOOR JAMB - STAINED.
  - 2x4 WINDOW SILL - STAINED.
  - 2x4 CEDAR EXTENDED CORNER BOARD, 2x4 CEDAR FINISH CORNER BOARD - STAINED.
  - BEVELED 2x4 ON 2x4 CEDAR TRIM BOARD - PAINTED.
  - 1/2" SP. RAIL RAILING: 2x4 SHAPED TOP RAIL W/ WELDED WIRE MESH W/ 2x4 SHAPED BOTTOM RAIL.
  - 2" FIBER VENEER - SEE SCHEDULE 1 ORIGINAL STRUCTURAL NOTE FOR INSTALLATION.
  - FOUNDATION LINE BEYOND GROUND - SEE STRUCTURAL FOR SIZE AND REINFORCING.
  - FOOTING LINE BEYOND GROUND - SEE STRUCTURAL FOR SIZE AND REINFORCING.
  - FINISH GRADE TO SLIGHTLY AWAY FROM HOUSE A MIN. OF 6" RETURN FOR EXIST. (SEE 801.3)
  - CONCRETE POLYMERIZED.
  - 2x4 BRACKING ON DECK JOIST - SEE STRUCTURAL FOR SIZE AND BRACKING.
  - BOLLARDS RETAINING WALL.
  - LINE 17' OF EXIST. ANYWHERE EXISTING GRADE.
  - STANDING SEAM COP. TO CHIMNEY CAP.
  - METAL SPIRAL STAIR TO ROOF TOP DECK.

**Jonathan DeGray**  
Architect  
P.O. Box 1674, 614 Main Street, Suite 202, Park City, Utah 84060  
Tel: 435-648-1200, Email: jdagray@jonathandegray.com

HDDR APPLICATION SET  
RENOVATION/ADDITION  
331 MCHENRY AVENUE  
PARK CITY, UTAH 84060

EAST AND WEST ELEVATIONS

RECEIVED  
JUN 07 2013  
PARK CITY PLANNING DEPT.

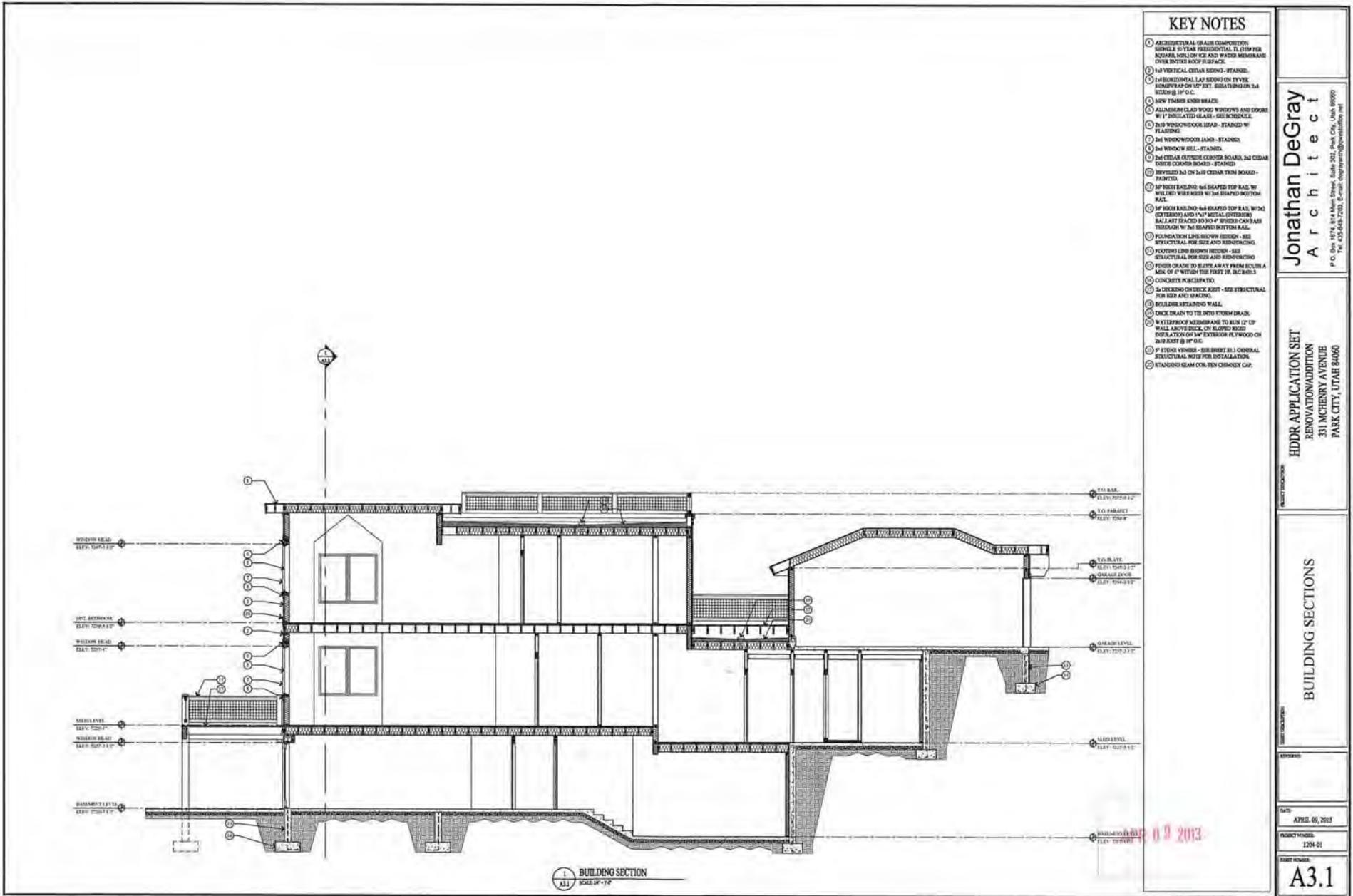
APPROVED  
JUNE 06, 2013

DATE  
APRIL 09, 2013

PROJECT NUMBER  
1204-01

SHEET NUMBER  
A2.2

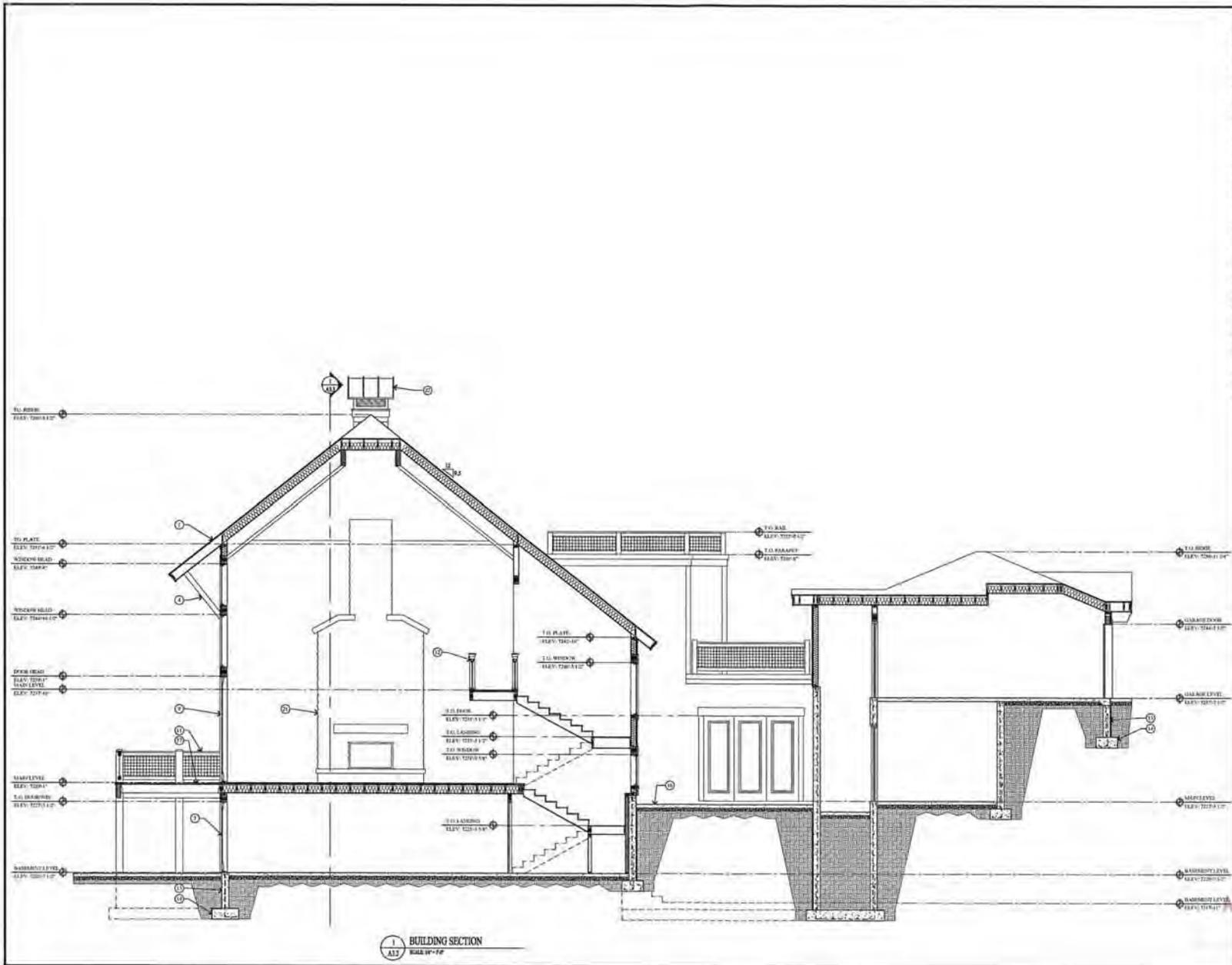




**Jonathan DeGray**  
 Architect  
 P.O. Box 1874, 8714 Main Street, Suite 202, Park City, Utah 84097  
 Tel: 435-645-7282, E-mail: jdegray@jonathandegray.com

**HDDR APPLICATION SET**  
 RENOVATION/ADDITION  
 331 MCCHENNY AVENUE  
 PARK CITY, UTAH 84060

**BUILDING SECTIONS**



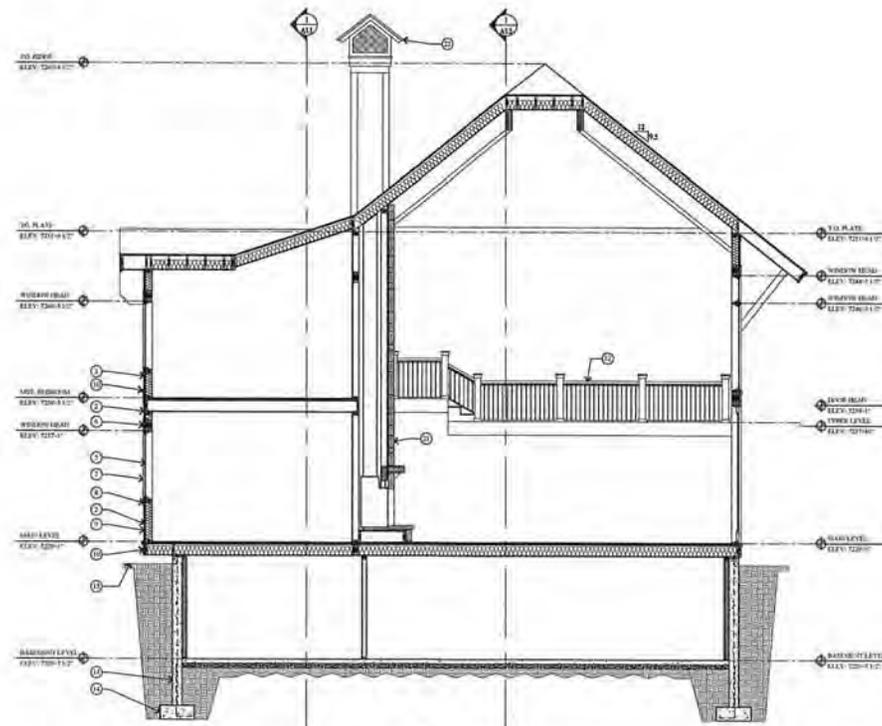
- ### KEY NOTES
- ARCHITECTURAL GRADE CONSTRUCTION MINIMIZE 50 YEAR PERMEABLE T/C GPM PER SQUARE INCH ON 2" AND WATER MEMBRANE OVER ENTIRE ROOF SURFACE.
  - 1x4 VERTICAL CEDAR SIDING - STAINED.
  - 1x4 HORIZONTAL LAP SIDING ON TYPICAL ROOFRAISE ON 12" B.C. INSULATION ON 2x4 STUDS @ 16" O.C.
  - NEW TRIMMER CEDAR BOARD.
  - ALUMINUM GLAZED WOOD WINDOWS AND DOORS W/ 1" DOUBLE GLASS - SEE SCHEDULE.
  - 2x6 WINDOW/DOOR HEAD - STAINED W/ FINISHING.
  - 2x6 WINDOW/DOOR JAMB - STAINED.
  - 2x6 WINDOW SILL - STAINED.
  - 2x4 CEDAR EXTERIOR CORNER BOARD, 2x4 CEDAR INTERIOR CORNER BOARD - STAINED.
  - BEVELED 3/4" ON 3/4" CEDAR TRIM BOARD - PAINTED.
  - 1 1/2" HIGH RAILING AND SHAPED TOP RAIL W/ 2x2 EXTERIOR AND 1 1/2" METAL INTERIOR BALLAST SPACED SO NO 4" STUDS CAN FALL THROUGH W/ 3/4" SHAPED BOTTOM RAIL.
  - 1 1/2" HIGH RAILING AND SHAPED TOP RAIL W/ 2x2 EXTERIOR AND 1 1/2" METAL INTERIOR BALLAST SPACED SO NO 4" STUDS CAN FALL THROUGH W/ 3/4" SHAPED BOTTOM RAIL.
  - FOUNDATION LINE SHOWN HEREIN - SEE STRUCTURAL FOR SIZE AND REINFORCING.
  - FOOTING LINE SHOWN HEREIN - SEE STRUCTURAL FOR SIZE AND REINFORCING.
  - FLOOR GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 4" WITHIN THE FIRST 10' (AC RAIL) CONCRETE PAVING.
  - 2x4 BRICKING ON DECK POST - SEE STRUCTURAL FOR SIZE AND SPACING.
  - 1x4 BRICKING ON DECK WALL.
  - DECK DRAIN TO THE INTO STEAM DRAIN.
  - WATERPROOF MEMBRANE TO KEEP 12" W/ WALL ABOVE DECK ON BLINDED BRICK INSULATION ON 3/4" EXCESS FLYWOOD ON 2x4 POST @ 16" O.C.
  - 1 1/2" FINISH VOSIER - SEE SCHEDULE 1.1 GENERAL CONTRACTOR NOTE FOR INSTALLATION.
  - STANDING SEAM CORR-TEN CORRUGATED COP.

**Jonathan DeGray**  
Architect

HDDR APPLICATION SET  
RENOVATION/ADDITION  
331 MCHERRY AVENUE  
PARK CITY, UTAH 84600

BUILDING SECTIONS

DATE: APRIL 09, 2011  
PROJECT NUMBER: 1204-01  
SHEET NUMBER: A3.2



1 BUILDING SECTION  
WALL VP-19

**KEY NOTES**

- 1 ARCHITECTURAL GRADE COMPOSITION INCLUDE 18" YEAR PRESIDENTIAL FL. GYM FOR SQUARE INCH ON 12" AND WATER MEMBRANE OVER ENTIRE ROOF SURFACE.
- 2 1x4 VERTICAL CEDAR SIDING - STAINED.
- 3 1x4 HORIZONTAL LAP SIDING ON PYPINE ROOFCLAP ON 12" EXC. BRACKETING ON 2x4 STUDS @ 16" O.C.
- 4 1/2" TYPICAL ROOF BRACK.
- 5 ALUMINUM CLAD WOOD WINDOWS AND DOORS W/ 1" INSULATED GLASS - SEE SCHEDULE.
- 6 2x12 WINDWOOD HEAD - STAINED W/ FLATTING.
- 7 2x6 WINDWOOD LAMB - STAINED.
- 8 2x6 WINDOW SILL - STAINED.
- 9 2x4 TRIMLE OUTSIDE CORNER BOARD, 2x4 CEDAR INSIDE CORNER BOARD - STAINED.
- 10 3/4" X 1/2" ON 2x10 CEDAR TRIM BOARD - PAINTED.
- 11 1/2" X 1/2" RAILING 4x4 SHAPED TOP RAIL, W/ WELDED WIRE MESH W/ 2x4 SHAPED BOTTOM RAIL.
- 12 1/2" X 1/2" RAILING 4x4 SHAPED TOP RAIL, W/ 2x4 EXTENSION AND 1/2" X 1/2" METAL EXTENSION BALLAST BRACED 50 180° W/ 2x4 SHAPED TOP RAIL THROUGH W/ 2x4 SHAPED BOTTOM RAIL.
- 13 FOUNDATION LINE HIGHW RISES - SEE STRUCTURAL FOR RISES AND REINFORCING.
- 14 FOOTING LINE HIGHW RISES - SEE STRUCTURAL FOR RISES AND REINFORCING.
- 15 FINISH GRADE TO SLOPE AWAY FROM HOUSE A MIN. OF 4" WITHIN THE FIRST 10' OF 4" HOLD CONC. CURB FINISHED.
- 16 2x THICKEN ON DECK ASST. - SEE STRUCTURAL FOR RISE AND SPACING.
- 17 HOLDING BRACING WALL.
- 18 DRICK DRAIN TO THE INET FROM DRAIN.
- 19 WATERPROOF MEMBRANE TO MIN 12" UP WALL ABOVE DECK, ON SLOPED ROOF INSULATION ON 1/4" EXTERIOR 1/2" FROD ON 2x10 JOIST @ 16" O.C.
- 20 1" FIBER VENGE - SEE SHEET #11 GENERAL STRUCTURAL NOTE FOR INSTALLATION.
- 21 STANDING BEAM OVER-TOP CHIMNEY CAP.

APR 11 2013

**Jonathan DeGray**  
Architect  
P.O. Box 1874, 814 Main Street, Suite 202, Park City, Utah 84060  
Tel. 432-248-7202, E-mail: jgray@jonathandegray.com

HDRK APPLICATION SET  
RENOVATION/ADDITION  
331 MCHERRY AVENUE  
PARK CITY, UTAH 84060

BUILDING SECTIONS

DATE: APRIL 09, 2013  
PROJECT NUMBER: 1204-01  
SHEET NUMBER: A3.3



## Exhibit B – Appeal Letter of Staff's determination of compliance

June 21, 2013

Dear Planning Department,

We the neighbors of McHenry St. would like to appeal the recent decision by the Planning Director on Jerry Fiat's project at 331 McHenry.

We feel that the Planning Director erred in his decision regarding this remodel project.

Our neighborhood is in the HR-L zone. The Purpose statement in the LMC 15-2.1-1 reads :

*The purpose of the Historic Residential Low-Density (HRL) District is to :*

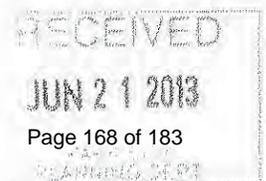
- A. *Reduce density that is accessible only by substandard Streets so these Streets are not impacted beyond their reasonable carrying capacity.*
- B. *Provide an Area of lower density Residential Use within the old portion of Park City.*
- C. *Preserve the character of Historic Residential Development in Park City.*
- D. *Encourage the preservation of Historic Structures*
- E. *Encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods.*
- F. *Establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment, and*
- G. *Define Development parameters that are consistent with the General Plan policies for the Historic Core.*

### Findings and Facts

**The basis of our appeal is that Mr. Fiat's Project does not meet Statements A,B,C, E and F of the Purpose statement for the HRL zone.**

**#1. The McHenry St .neighborhood access is a dead-end , steep and sub-standard street. In the winter the street is reduced to one and half lanes. There is a steep drop off to the railroad grade below and winter time traffic must often back up to allow others to pass. In the last 30 years five cars have plunged off the side of the road.**

**#2. Mr. Fiat's plan for this property is to put this enlarged 5000 + s.f. house along with two other houses above and below. He has removed part of the exiting house in order to situate two more houses on the property. It is imperative that the long range planning of the entire property be taken into account when allowing this remodel to go forward. The neighborhood should not have to review this two more times with each maximization project.**



#3. In reference to LMC 15-2.1-1 E. ....regarding character and scale. Mr. Fiat's remodel in no way relates to the character and scale of the neighborhood. Rossi Hill/ McHenry St. area has always been characterized by homes on lots with larger open space yards than anywhere else in Old Town. The largest house in this neighborhood is the 300 McHenry house which is 5000 s.f. on 3 acres of land.

#3 A. Inconsistency by Director.....When the Rossi Hill Subdivision was done three years ago, the four homes owned by full time residents in that Subdivision (310, 320, 330, 350 McHenry St.) were asked by Planning to limit /cap their buildable square footage and gladly complied because it was in the spirit of protecting the neighborhood. Now this same standard is not being used to scrutinize Mr. Fiat's plan.

#4. Mr. Fiat's lot sharply drops off toward Ontario Ave. which will make his project of maximizing the parcel with three houses a greater impact to mass and scale. By the time his project is completed as designed..... a yard and open space that for forty years was award winning will be totally consumed by buildings. This will be a devastating impact on the environment of our hillside neighborhood and runs counter to the intent of the *LMC 15-2.1-6..."Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements.*

#5. *Significant Vegetation. In the LMC under Vegetation Protection 15-2.1-9 "must show all Significant Vegetation within twenty (20') of a proposed Development."* This is why it is important to view the entire development plan for the parcel....because we have watched the lack of care for trees that are 50 years old and over 10 inches in diameter.

We would request a VEGETATION SURVEY be done. The survey should include the numerous large evergreens and the apple tree that is 80 years old on the Ontario side of the property.

\*\*\*\*\*

Further gross error occurred by the Planning Director ....as he completely ignored the 4 cornerstones of our visioning results...which are proudly posted in the Council Chambers of City Hall.....i.e.:

- ....small town feel
- .....sense of community
- .....natural setting
- ..... historic character

+++++

Non- Conforming Use issue.

**Why is the City encouraging and allowing a developer to further expand the non- conforming use of the garage structure?** SEE the LMC 15-9-5 A. " Enlargement. A Non- Conforming Use may not be enlarged, expanded , or extended to occupy all or part of another Structure or site that it did not occupy on the date on which the Use became non-conforming.

**\*\*\*\*\* ( In this case the garage was built about 1971.)**

**IN this review there was no effort by the Planning Director to support the strong Old Town community neighborhood that Rossi Hill/McHenry historically is known to be in Park City.**

**IN this review the wildlife interest was completely ignored. Since we are adjacent to so much open space area our neighborhood is the path that the deer, moose and even bear consistently pass through at certain times of the year. Perhaps this is because of our larger yards and greater open space. To block those accesses which have existed through the years goes against the importance of natural settings. The Natural settings of our mountain town are not only important to the community but to the wildlife and environment of our small section of the planet.**

Mr. Fiat and his design team clearly do not understand that they are trying to overdevelop and urbanize a natural mountain setting that is marked by steep slopes and sub- standard roads.

**Public Safety** ...The issue of safety on our narrow, blind curve access street is of grave importance in the winter conditions. Our neighborhood is home to many senior citizens, small children and young teenaged drivers who must travel this dead end street daily.

**WE are a full time residential neighborhood.**

**Mr. Fiat's design has shown no respect or sensitivity for the neighborhood where he wants to build and seek an investment return. His project in no way enhances the sense of community, the small town feel or contributes to the open space /natural setting of Rossi Hill. In fact to the contrary it is a dismantling of one of the few remaining full time residential neighborhoods in Old Town.**

**There has been no attempt to maintain the large tree vegetation on the property which would enhance a home with wonderful views.**

**\*\*\*\*\***

**If nothing will be done to protect one of our last true Old Town neighborhoods....then this should become a clarion call for stricter and immediate Old Town regulations. On the same point , if Staff does not believe in the protection of Old Town as full time residential neighborhoods they should state this shift in policy so that residents can cease hanging on and stand down and move to the suburbs.**

**Respectfully yours,**

**The Citizens of Rossi Hill**

**Tom and Nancy Amandes**

**Ed and Debbie Axtell**

**Morgan Hole and Matey Erdos Hole**

**Merritt Hooper**

**Charlie and Mary Wintzer**

## HISTORIC DISTRICT DESIGN REVIEW

**SUBJECT: 331 MCHENRY AVENUE**  
**JOB NUMBER: PL-12-01665**  
**AUTHOR: FRANCISCO ASTORGA**  
**DATE: JUNE 11, 2013**



**PLANNING  
DEPARTMENT**

<b>DESIGN REVIEW SUMMARY</b>	
<b>ZONING</b>	Historic Residential (HR-1)
<b>HISTORIC STATUS</b>	Non-historic Site
<b>DATE OF APPLICATION</b>	September 21, 2012
<b>APPLICATION DEEMED COMPLETE</b>	October 3, 2012
<b>OWNER</b>	331 McHenry LLC, Jerry Fiat, agent
<b>APPLICANT REPRESENTATIVE NAME</b>	Jon DeGray - Architect
<b>TELEPHONE #</b>	801.649.7263
<b>E-MAIL ADDRESS</b>	degrayarch@qwestoffice.net

<b>PROPOSED USE</b>	Residential
<b>SECONDARY USE (I.E. LOCKOUT APT)</b>	n/a
<b>STEEP SLOPE</b>	n/a
<b>LOT SIZE (MUST BE 1875 SQ FT OR MORE)</b>	8,345.3 square feet (0.19 acres)
<b>LOT FRONTAGE (MUST BE 25' OR MORE)</b>	61 feet
<b>LOT DEPTH</b>	150 feet

	<b>CODE REQUIREMENT</b>	<b>PROPOSED</b>
<b>BUILDING FOOTPRINT</b>	2,610.7 square feet	2,606 square feet, complies
<b>SETBACKS – FY/RV</b>	15 feet/15 feet, minimum	FY: The garage is legal non-complying. The applicant proposes the addition 15 feet from the front property line, complies. RV: about 40 feet, complies
<b>SETBACKS – SY</b>	5 feet, minimum 14 feet total	North SY: 5 feet, complies South SY: 9 feet, complies
<b>ACCESSORY SETBACK</b>	n/a	n/a
<b>BUILDING HEIGHT</b>	27 feet, maximum	Various all under 27 feet, complies
<b>PARKING</b>	2 parking spaces	2 parking spaces, no changes

*The applicant proposes to remodel the entire structure. The proposal includes an addition consisting of 2,344 square feet. The applicant requests to add 750 square feet to the basement level, 1,111 square feet to the main level, and 483*

square feet to the upper level. The existing structure is approximately 2,822 square feet, the overall square footage will be 5,399 square feet.

The Planning Director reviewed the request in regards to the non-complying garage which currently does not meet the minimum front yard setback of fifteen feet (15'). The existing garage is approximately five feet from the front property line. The Planning Director made a determination that the level of non-compliance is not being increased as the addition/remodel does meet the minimum front yard setback.

Staff has reviewed this project for compliance with the Historic District Design Guidelines, and approved the proposed remodel/additions received on April 9, 2013 and June 7, 2013 and stamped approved on June 11, 2013, at 331 McHenry Avenue pursuant to the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

#### Findings of Fact

1. The site is located at 331 McHenry Avenue.
2. The site is within the Historic Residential-Low Density (HRL) District.
3. The site is Lot A of the 331 McHenry Avenue Subdivision.
4. The site is not historic.
5. The proposal includes an addition consisting of 2,344 square feet.
6. The applicant requests to add 750 square feet to the basement level, 1,111 square feet to the main level, and 483 square feet to the upper level.
7. The existing structure is approximately 2,8822 square feet, the overall square footage will be 5,399 square feet.
8. The lot is 8,345.3 square feet which allows an overall building footprint of 2,610.7 square feet.
9. The proposed building footprint is 2,606 square feet.
10. The existing garage does not meet the minimum front yard setback.
11. The proposed remodel/addition meets the minimum front, rear, and side yard setbacks requirements.
12. The proposed structure meets the twenty-seven feet (27') maximum building height requirement measured from existing grade. Portions of the structure are less than 27' in height.
13. The application meets the Universal Guidelines.
14. The application, as conditioned, meets the Specific Guidelines for Site Design, Primary Structures, Exterior Lighting, and Sustainability.
15. Guidelines related to Reconstruction of Non-Surviving Structures, Off-Street Parking Areas, Signs, Awnings, Accessory Structures, Mailboxes, etc., Supplemental Swede Alley Guidelines, and Main Street National Register Historic District Guidelines are not applicable to this application.
16. A pre-application meeting for this property took place on September 19, 2012.

17. An application for a Historic District Design Review was received on September 21, 2012, and deemed complete on October 3, 2012.
18. The property was properly posted and noticed for the public input period on October 11, 2012. Initial public input ended on October 25, 2012. Staff received four (4) letters and e-mails with public input during the initial public input period.
19. Supplemental drawings modifying the application were received on October 3, 2012, February 20, 2013, April 9, 2013, and June 7, 2013.
20. The application is subject to the Design Guidelines for New Construction in Park City's Historic Districts.

#### Conclusion of Law

1. The proposed work complies with the Park City Historic District Design Guidelines as conditioned.
2. The proposed work complies with the Land Management Code requirements pursuant to the Historic Residential-Low Density (HRL) District.

#### Conditions of Approval

1. Receipt and approval of a Construction Mitigation Plan (CMP) by the building Department is a condition precedent to the issuance of any building permit.
2. Final building plans and construction details shall reflect substantial compliance with the drawings date stamped on June 11, 2013. Any changes, modifications, or deviations from the approved design shall be reviewed and approved by the Planning Director prior to their construction. Any formal request for design modifications submitted during construction may result in a stop-work order by the Chief Building Official until the modifications are approved.
3. The architect/designer and/or applicant shall be responsible for coordinating the approved architectural drawings/documents with the approved construction drawings/documents. The overall aesthetics of the approved architectural drawings/documents shall take precedence. Any discrepancies found among these documents that would cause a change in appearance to the approved architectural drawings/documents shall be reviewed and approved prior to construction. Failure to do so, or any request for changes during construction may require the issuance of a stop-work order for the entire project by the Chief Building Official until such time that the matter has been resolved.
4. All standard conditions of approval shall apply.
5. If a complete building permit has not been obtained by June 11, 2014, this HDDR approval will expire.
6. Construction waste should be diverted from the landfill and recycled when possible.

7. Lighting has not been submitted, included or reviewed as part of this application. All exterior lighting cut sheets and locations shall be submitted to the Planning Department for review and approval prior to building permit issuance. All exterior lighting shall meet Park City's lighting ordinance and be downward directed and shielded.
8. Gutter and downspouts locations have been determined at this time. The style and details shall be submitted to the Planning Department for review prior to building permit issuance.
9. A preliminary landscape plans has been submitted for review. The landscape plan shall also include an irrigation plan that includes heads, lines, valves, controller and backflow preventer with corresponding legend and key. This revised landscape plan is to be reviewed and approved by the Planning Director prior to building permit issuance.
10. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
11. All electrical service equipment and sub-panels and all mechanical equipment, except those owned and maintained by public utility companies and solar panels, shall be painted to match the surrounding wall color or painted and screened to blend with the surrounding natural terrain. Roof mounted equipment and vents shall be painted to match the roof and/or adjacent wall color and shall be screened or integrated into the design of the structure.
12. Exterior surfaces that are painted should have an opaque rather than transparent finish. Provide a weather protective finish to wood surfaces that were not historically painted. Low VOC products are recommended to be used.
13. Prior to building permit issuance the contractor and architect will meet with the DRT (Design Review Team) to assure construction compliance with the approved HDDR (Historic District Design Review) set.

#### **EXHIBITS**

Exhibit A – Standard Conditions

Exhibit B – Plans

## EXHIBIT A

### PARK CITY MUNICIPAL CORPORATION STANDARD PROJECT CONDITIONS

1. The applicant is responsible for compliance with all conditions of approval.
2. The proposed project is approved as indicated on the final approved plans, except as modified by additional conditions imposed by the Planning Commission at the time of the hearing. The proposed project shall be in accordance with all adopted codes and ordinances; including, but not necessarily limited to: the Land Management Code (including Chapter 5, Architectural Review); International Building, Fire and related Codes (including ADA compliance); the Park City Design Standards, Construction Specifications, and Standard Drawings (including any required snow storage easements); and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of the City of Park City.
3. A building permit shall be secured for any new construction or modifications to structures, including interior modifications, authorized by this permit.
4. All construction shall be completed according to the approved plans on which building permits are issued. Approved plans include all site improvements shown on the approved site plan. Site improvements shall include all roads, sidewalks, curbs, gutters, drains, drainage works, grading, walls, landscaping, lighting, planting, paving, paths, trails, public necessity signs (such as required stop signs), and similar improvements, as shown on the set of plans on which final approval and building permits are based.
5. All modifications to plans as specified by conditions of approval and all final design details, such as materials, colors, windows, doors, trim dimensions, and exterior lighting shall be submitted to and approved by the Planning Department, Planning Commission, or Historic Preservation Board prior to issuance of any building permits. Any modifications to approved plans after the issuance of a building permit must be specifically requested and approved by the Planning Department, Planning Commission and/or Historic Preservation Board in writing prior to execution.
6. Final grading, drainage, utility, erosion control and re-vegetation plans shall be reviewed and approved by the City Engineer prior to commencing construction. Limits of disturbance boundaries and fencing shall be

reviewed and approved by the Planning, Building, and Engineering Departments. Limits of disturbance fencing shall be installed, inspected, and approved prior to building permit issuance.

7. An existing conditions survey identifying existing grade shall be conducted by the applicant and submitted to the Planning and Building Departments prior to issuance of a footing and foundation permit. This survey shall be used to assist the Planning Department in determining existing grade for measurement of building heights, as defined by the Land Management Code.
8. A Construction Mitigation Plan (CMP), submitted to and approved by the Planning, Building, and Engineering Departments, is required prior to any construction. A CMP shall address the following, including but not necessarily limited to: construction staging, phasing, storage of materials, circulation, parking, lights, signs, dust, noise, hours of operation, re-vegetation of disturbed areas, service and delivery, trash pick-up, re-use of construction materials, and disposal of excavated materials. Construction staging areas shall be clearly defined and placed so as to minimize site disturbance. The CMP shall include a landscape plan for re-vegetation of all areas disturbed during construction, including but not limited to: identification of existing vegetation and replacement of significant vegetation or trees removed during construction.
9. Any removal of existing building materials or features on historic buildings shall be approved and coordinated by the Planning Department according to the LMC, prior to removal.
10. The applicant and/or contractor shall field verify all existing conditions on historic buildings and match replacement elements and materials according to the approved plans. Any discrepancies found between approved plans, replacement features and existing elements must be reported to the Planning Department for further direction, prior to construction.
11. Final landscape plans, when required, shall be reviewed and approved by the Planning Department prior to issuance of building permits. Landscaping shall be completely installed prior to occupancy, or an acceptable guarantee, in accordance with the Land Management Code, shall be posted in lieu thereof. A landscaping agreement or covenant may be required to ensure landscaping is maintained as per the approved plans.
12. All proposed public improvements, such as streets, curb and gutter, sidewalks, utilities, lighting, trails, etc. are subject to review and approval

- by the City Engineer in accordance with current Park City Design Standards, Construction Specifications and Standard Drawings. All improvements shall be installed or sufficient guarantees, as determined by the City Engineer, posted prior to occupancy.
13. The Snyderville Basin Water Reclamation District shall review and approve the sewer plans, prior to issuance of any building plans. A Line Extension Agreement with the Snyderville Basin Water Reclamation District shall be signed and executed prior to building permit issuance. Evidence of compliance with the District's fee requirements shall be presented at the time of building permit issuance.
  14. The planning and infrastructure review and approval is transferable with the title to the underlying property so that an approved project may be conveyed or assigned by the applicant to others without losing the approval. The permit cannot be transferred off the site on which the approval was granted.
  15. When applicable, access on state highways shall be reviewed and approved by the State Highway Permits Officer. This does not imply that project access locations can be changed without Planning Commission approval.
  16. Vesting of all permits and approvals terminates upon the expiration of the approval as defined in the Land Management Code, or upon termination of the permit.
  17. No signs, permanent or temporary, may be constructed on a site or building without a sign permit, approved by the Planning and Building Departments. All multi-tenant buildings require an approved Master Sign Plan prior to submitting individual sign permits.
  18. All exterior lights must be in conformance with the applicable Lighting section of the Land Management Code. Prior to purchase and installation, it is recommended that exterior lights be reviewed by the Planning Department.

April 2007

**Francisco Astorga**

---

**From:** Merritt Hooper <hooper@aresmgmt.com>  
**Sent:** Monday, October 22, 2012 9:52 PM  
**To:** Francisco Astorga  
**Subject:** 331 McHenry - Jerry Fiat Project

**Importance:** High

Dear Mr. Astorga:

I hope this email finds you well. By way of background, I moved permanently to Park City 3 years ago with my two young children from Los Angeles. We bought the home at 335 McHenry Street, which is next door to the above referenced home/project. We moved from Los Angeles as I valued the neighborhood feel and community that we have found and embraced in Park City, and specifically in the McHenry neighborhood. On one of the very first days in my new home I got a visit from Mr. Fiat. He reminded me of the reasons I left Los Angeles where we had people/builders that were more concerned about “making a buck” as opposed to what was the “right thing to do” from a neighborhood standpoint. Mr. Fiat has taken one large Old Town lot and added two additional homes as well as his current plan to double the size of the existing home at 331 McHenry. The impact on an established neighborhood that is served by a substandard road will forever change the character and livability of our neighborhood. Even the remodeling on a house that is across the street on McHenry has served to make it almost impossible to get access to our houses given the number of workers/cars that are there daily for the past 3 months.

I have major concerns regarding the scale of Mr. Fiat’s planned remodel and the impact that will have on our neighborhood and my family’s life given we live next door to the proposed project. Please do all within your purview to protect one of the last Old Town neighborhoods, and reinforce my belief that Park City is to be embraced by families that are looking for better lives/neighborhoods to raise their children.

Thank you so very much for your consideration.

Sincerely,

Merritt Hooper (335 McHenry St, Park City, UT 84060)

Merritt S. Hooper  
335 McHenry Street | Park City | Utah | 84060 | US  
310.678.8327 / [hooper@aresmgmt.com](mailto:hooper@aresmgmt.com)

This message, including any attachments, may include privileged, confidential and/or inside information. Any distribution or use of this communication by anyone other than the intended recipient(s) is strictly prohibited unless authorized by the sender and may be unlawful. If you are not the intended recipient, please notify the sender by replying to this message and then delete it from your system.

## Francisco Astorga

---

**From:** Matey Erdos <Matey.Erdos@Sundance.net>  
**Sent:** Wednesday, October 24, 2012 11:04 PM  
**To:** Francisco Astorga  
**Subject:** 331 McHenry Street - opposition to proposed expansion

>  
> Dear Mr. Francisco Astorga,  
>  
> I moved to 310 McHenry Street over 12 years ago. The Rossi Hill area offered an amazing uniqueness to Old Town; a neighborhood, old trees, landscaped yards, young children running, a quietness, and very little traffic. Homes, modest in size then and now, value open space and creativity within that space. McHenry Street is a gem and preserves the authenticity associated with our unique town.  
>  
> If I wanted to move near the monstrosities of large 5000+ sq foot homes with no yards, I would never have considered Old Town, and certainly not McHenry Street. Jerry Fiat bought the unique lot across from our home and assured the neighbors he would not be expanding the foot print across this one dwelling. In fact, he clearly communicated he was moving in and would update the home. He never did. Clearly that does not hold true with the current proposed expansion. The proposed plan and its expansive footprint on what remains the last of authentic neighborhoods, is a disgrace to Old Town.  
>  
> With Mr. Fiat's initial plans at the time of his purchase, my now husband and I expressed concern over the destruction of the 30+ year old Pine trees. We were criticized by Mr. Fiat for our concern and the lack of care for the Pine bark beetle disease affecting the neighborhood, pointing directly to our one short tree against his majestic tall trees in front of his property. We responded and employed Park City Nursery and paid for immediate spraying of the trees, including inspecting and affecting our adjacent neighbors and Mr Fiat's. No response from Mr. Fiat. The trees are flourishing thanks to our care and attention. We stand very strongly against any destruction to the trees on his property. How will his proposal impact these trees? Mr. Fiat has avoided this question.  
>  
> The current proposal is simply not acceptable or thoughtful for the future outlook of preserving neighborhoods in Old Town. We simply ask that the City PLEASE scrutinize and pay close attention to these plans for the home expansion and its impact on the surrounding vegetation and respect to the neighborhood. Please consider the planning tools in place to provide the neighborhood protection and preserving our authenticity as a town.  
>  
> Sincerely,  
> Matey (Mary) Erdos and Morgan Hole  
> 310 McHenry Street

Oct. 24,2012

Francisco Astorga

RE: 331 McHenry Ave.

Dear Francisco,

As you already know I am concerned about the Jerry Fiat proposal to remodel and maximize the Woolsey home at 331 Mc Henry Ave.

Please forgive me for enumerating the code as I have researched but that format seems easiest.

Now regarding the General Plan.... in my opinion this project simply does not fit.

Building height and mass of new structures should be compatible with the historic structures and there is no compatibility with the Rossi Hill neighborhood. The neighborhood has always been known for yards and smaller homes.

Quoting the LMC.....

Purpose

- A Reduce density that is accessible only by substandard streets so these streets are not impacted beyond their reasonable carrying capacity.
- B Provide an area of lower density residential use within the old portion of Park City
- C Preserve the character of historic residential development in Park City.
- E Encourage construction of Historically Compatible structures that contribute to the character and scale of the Historic District, and maintain existing residential neighborhoods.

There is now a non-conforming use on the property. The garage is built within a couple of feet of the front property line. According to 15-9-5.A this non-conforming use cannot be enlarged. By connecting the garage to the house and adding living space under it they have enlarged the size of the structure and added to the use.

There is a non-conforming use with the height of the building. The plans we have seen show an increase to this use. Not only have they changed the configuration of the roof but they have added new elements that exceeded the allowed height. By adding a flat roof and dormers to the roof they have added to the mass of the building.



All we are trying to do is end up with a house that will add to our neighborhood. I want Mr. Fiat to have a successful project and be sensitive to the neighborhood. A five bed room house will most probably be sold as a second home.

When Mr. Fiat subdivided the lot he represented to the neighbors that he was only going to add one bed room and move into the house himself. That is not the case now and I feel this will plan will degrade our neighborhood and further erode Old Town. This house was one of the biggest houses on the street and by doubling the size it will make it even more out of scale.

*Please note that the new owner of 350 McHenry ( formerly the Alvarez home) has recognized the size and scale of our neighborhood and is remodeling and not enlarging the house. They seem to be in tune with the energy and ambiance as well as marketability of Rossi Hill. Ie. Moderate scale homes and open space.*

Regarding the trees:

I also want to make sure that the Significant Vegetation is protected as per 15-2.1-9 of the LMC. Once Mr. Fiat purchased the property he turned off the irrigation system and these trees have not been watered for 3 summers. I wonder about the intention of purposely stressing this mature vegetation.

I would like to revisit these issues with the staff once they have finished their evaluation of the LMC and Design Guide Lines.

Thank you for reviewing my concerns.



Mary C. Wintzer

320 McHenry & 330 McHenry

## Francisco Astorga

---

**From:** Debbie / Cafe Terigo <deb@cafeterigo.com>  
**Sent:** Thursday, October 25, 2012 2:50 AM  
**To:** Francisco Astorga  
**Subject:** 331 McHenry

Dear Mr Astorga;

I understand that you are the person accepting input concerning the proposed remodel of the house at 331 McHenry.

We live at 321 McHenry, the south side of Mr. Fiat's house. We have lived in our home on Rossi Hill since 1981. We have always felt that our neighborhood was different from other Old Town neighborhoods because for one thing, we have all strived to preserve the open space that we cherish. I believe that Mr. Fiat's intention to subdivide his lot into 3 lots, increase the size of the house to the extent that he proposes, sell off the other two lots for two more houses to fully maximize the land leads to a situation that is completely incompatible with the character of this neighborhood. The size of the house is simply too big for this area.

We are asking you to seriously consider the negative impact and disregard for the character of our neighborhood that a project of this dimension implies. Since the house and it's surroundings are in such disrepair and neglect, we do hope to see a successful design that "fits" here.

Thank you for your consideration,  
Debbie and Ed Axtell  
321 McHenry  
435-649-7958

Sent from my iPad