

PLANNING COMMISSION STAFF REPORT

Piper Down Private Club - Expansion
Conditional Use 410-08-50
PLNPCM2008-00196
Located at 1492 South State Street
September 10, 2008



Planning and Zoning Division
Department of Community
Development

Applicant: David Morris,
Property Owner

Staff:
Marilynn Lewis 535-6409
marilynn.lewis@slcgov.com

Tax ID: 16-18-105-020-0000
Current Zone: CC

Master Plan Designation:
Central City Master Plan

Council District: 5 - Love

Acreage: 0.13 Acres

Current Use: Private Club

Applicable Land Use Regulations:

- Section: 21A.26.050 CC Corridor Commercial District
- Section: 21A.26.080 Table Of Permitted And Conditional Uses For Commercial Districts
- Section: 21A.34.090 SSSC South State Street Corridor Overlay District
- Section: 21A.44.030 Alternative Parking Requirements
- Section: 21A.54.080 Standards for Conditional Use
- Section 21A.04.030 Building/Demolition Permits Required

Attachments:

- A. Site Drawings
- B. Department Comments
- C. Open House Information
- D. Quarter-Mile Use Map
- E. Parking Lease Agreement and Zoning Administrator's Letter

REQUEST

The applicant is proposing a 661 square foot expansion to an existing private club (a permitted conditional use in the Commercial Corridor Zoning District) and expand the outdoor dining area by 719 square feet. The Planning Commission must make a determination whether to approve, approve with conditions or deny this conditional use request.

PUBLIC NOTICE

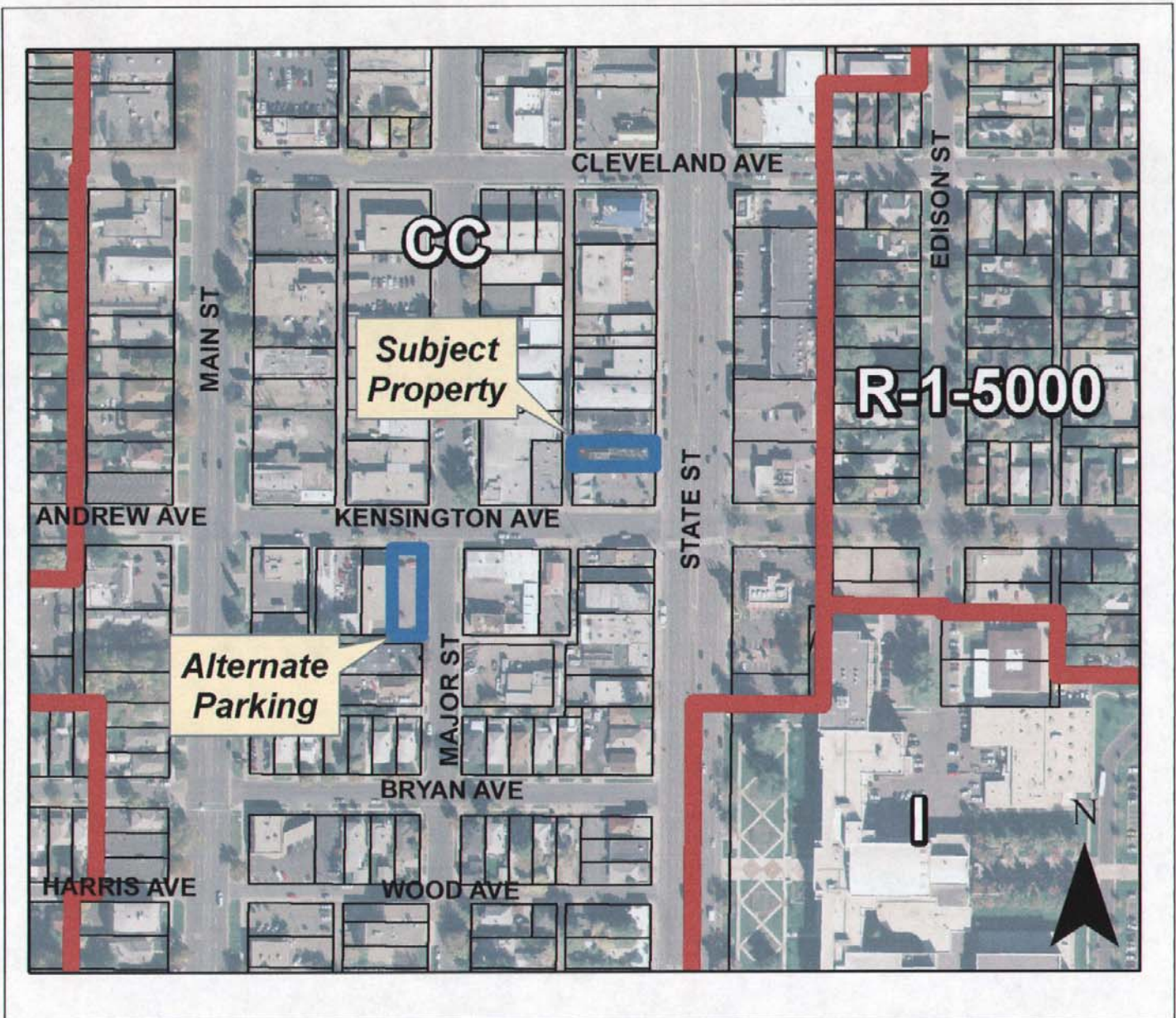
On August 26, 2008 a notice for the Planning Commission public hearing was mailed to owners of property within a radius of 450 feet as well as to community council chairs meeting the minimum 14 day notification requirement. In addition notice was sent to all individuals on the Planning Division's list serve, and a sign was posted on August 31, 2008 on the property meeting the minimum 10 day posting requirement. The staff report was also posted on the City's web site.

STAFF RECOMMENDATION:

Based on the findings listed in the staff report, the Planning Staff recommends the Planning Commission approve with the following conditions:

1. The applicant shall record a lease agreement to provide 13 off-site parking stalls (which includes one accessible stall) on the lot at 1522 South Major Street for the expansion of the Piper Down private club.

VICINITY MAP



Comments

Public Comments:

On August 5, 2008 staff held an Open House (from 4:30 to 6:00 pm) to obtain public comment on the private club and outdoor dining expansion request. Property owners within 450 feet, as well as the aforementioned community councils were notified. The Open House was held because the subject site is within 600 feet of the People's Freeway and Liberty Wells Communities. In this manner members of both communities were provided an opportunity to obtain information and give comment on the petition.

Only one property owner, Ms. Singh, attended the open house. She owns the commercial structure at 25 East Kensington Avenue, which is located across the street (on the north side of Kensington) from the parking lot

that will be leased by the Piper Down. The building has five suites (A –E) that are leased to tenants. Ms. Singh stated that two of her tenants are churches/religious organizations (located at 25 C East Kensington Ave. and 25 E-F East Kensington Ave.). The units were leased to these tenants long after the Piper Down received conditional use approval in 2002 from the Planning Commission for the private club. Ms. Singh's main concern is with trash and illegal activities, such as prostitution and drug deals, that take place on Major Street and Kensington Avenue. She felt the required parking across from her building would affect the two churches/religious organizations. (See Attachment C)

Staff Review: Staff checked the addresses of the two churches/religious organizations (that are less than 600 feet from the Piper Down property) and found that even though churches are a permitted use in the CC Zoning District, the structure in which they rent space is a retail strip center. Therefore, the churches would have to apply for a change of use. Salt Lake City Zoning Ordinance Section 21A.04.030 Building/Demolition Permits Required states: "It is unlawful, whether acting as owner, occupant or contractor, or otherwise to erect, construct, reconstruct, alter, demolish, or change the use of any building or other structure within Salt Lake City contrary to any provisions of the Title without first obtaining a building or demolition permit from the Division of Building Services and Licensing". This also means that the churches would have to provide parking and meet any necessary building code requirements.

While a private club is a conditional use in the CC Zoning District, the physical expansion of the existing private club structure will be contained within the boundaries of the lot previously approved by the Planning Commission in September of 2002. The private club is not expanding onto another lot and will not have an increased impact or affect on any other permitted or conditional uses within the quarter-mile radius. As stated in the letter from the City's Zoning Administrator (see Attachment E) the previous parking agreement was only limited to five years, after which the requirement could expire. Now that the applicant wishes to expand the existing private club structure and outdoor dining, he is required to provide parking for the square footage of the expansion for the same minimum period of five years. The parking lot at 1522 South Major Street) to be leased is just that, a parking lot. It is leased from time to time by businesses. The lot has existed as a parking lot prior to the two churches/religious organizations moving in across the street.

City Department Comments:

All of the comments from the pertinent Departments and Divisions are included in this staff report. (See Attachment B).

Staff Analysis and Findings

Project History: The subject site at 1492 South State Street has been in commercial use since the 1930's. Prior to 2002 the commercial structure was used as an office building. On September 19, 2002 the Planning Commission approved the change of use to a private club. In 2004 the applicant's lending institution requested clarification from the Zoning Administrator on the off-site parking requirements. On February 11, 2004 the Zoning Administrator notified the Deseret Certified Development Company that based on City regulations the applicant is legally required to provide the off-site parking for a period of five years. (See Attachment E)

In 2007 the off-site parking requirement for the original change of use was legally expired. The applicant is now required to provide off-site parking for any approved expansion of the private club and the expansion of the outdoor dining over 500 square feet for a minimum period of five (5) years. The applicant also maintains a less formal agreement with the adjacent restaurant owner who allows parking for the private club in the evening when the restaurant is not operating.

existing commercial use within the CC Zoning Ordinance as stated in Section 21A.04.030. The proposed parking site does not trigger any other provisions of the Ordinance.

1522 South Major Street to the use of the parking lot.

Conditions are anticipated effects of the proposed use, including but not limited to traffic, noise, and other impacts.

Staff will provide a report to the Planning Director or the Director's Office to determine whether the proposed use is consistent with the Ordinance.

Additional use shall be:

Small Area Master plan will be located, and another applicable provision will be used.

Certain areas of the City are designated for commercial development along Central City Community District boundaries. Except for the CC Zoning Districts, the Report identifies the business has been operating in the area.

Property as medium density and small lot. The Piper Down is a conditional use in the Commercial Districts to insure it is in keeping with that use.

- c. Intensity, size, and scale of development associated with the use as compared to development and uses in the surrounding area.
- d. If a proposed conditional use will result in new construction or substantial remodeling of a commercial or mixed-use development, the design of the premises where the use will be located shall conform to the conditional building and site design review standards set forth in Chapter 21A.59 of this title.

Analysis: The character of the area is a grouping of commercial and non-residential uses along the State Street corridor, which are specifically identified permitted or conditional uses in the Commercial Corridor Zoning District. This conditional use request is for an additional 661 square feet of structure and only 719 square feet of outdoor dining. The expansion is at the rear of the existing building. The proposed off-site parking to be leased is an existing parking lot.

Finding: The project is not new construction or substantial remodeling. There will be no changes to the leased parking lot as a result of this petition. Therefore, the project is compatible with the character of the area where the use is located.

4. Detriment to Persons or Property: The proposed conditional use shall not, under the circumstances of the particular case and any conditions imposed, be detrimental to the health, safety, and general welfare of persons, nor be injurious to property and improvements in the community, existing surrounding uses, buildings, and structures. The proposed use shall:

- a. Not emit any known pollutant into the ground or air that will detrimentally affect the subject property or any adjacent property;
- b. Not encroach on any river or stream or direct runoff into a river or stream;
- c. Not introduce any hazard or potential for damage to an adjacent property that cannot be mitigated;
- d. Be consistent with the type of existing uses surrounding the subject property; and
- e. Improve the character of the area by encouraging reinvestment and upgrading of surrounding properties.

Analysis: The existing private club has not been identified as emitting any known pollutants, does not encroach on any rivers or streams or directs runoff to those areas, does not introduce any hazard or potential damage to any adjacent properties. The existing private club is consistent with the type of existing uses surrounding it, and improves the character of the area by reinvestment and upgrade

Finding: The Piper Down is a thriving commercial success story for small business in Salt Lake City and along the State Street corridor. Staff finds no detrimental concentration similar uses. The project meets the standard.

5. Compliance with Other Applicable Regulations: The proposed conditional use and any associated development shall comply with any other applicable code or ordinance requirement.

Analysis: The permitting Departments and Divisions may have additional requirements beyond those presented in this staff report.

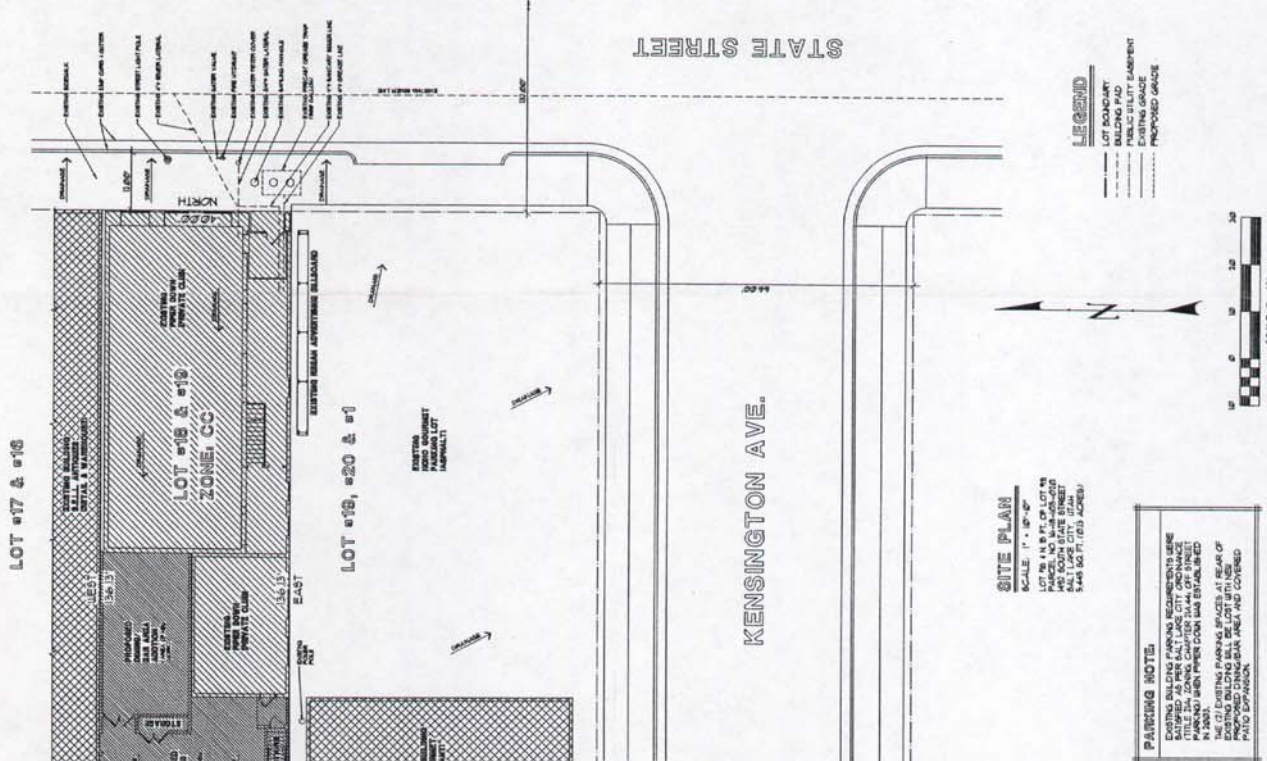
Finding: The project must meet all other applicable codes and ordinances prior to the issuance of a permit.

Attachment A

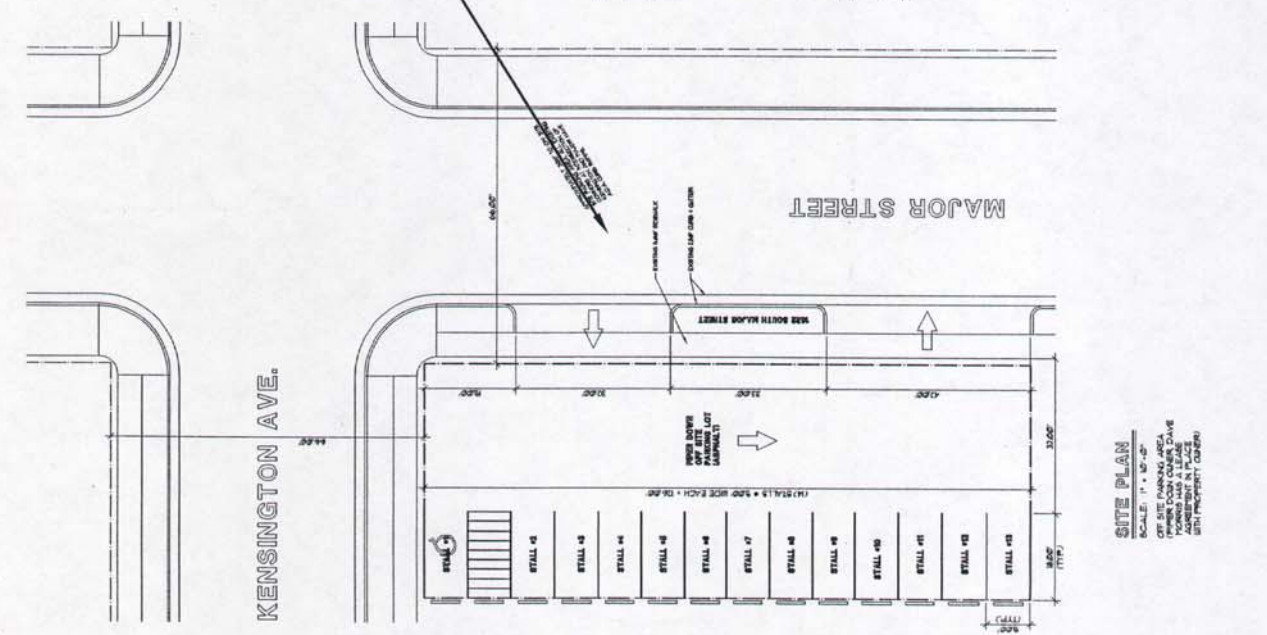
Site Drawings

DATE	DESCRIPTION
10/15/10	PRELIMINARY
11/15/10	REVISED
01/15/11	REVISED
03/15/11	REVISED
05/15/11	REVISED
07/15/11	REVISED
09/15/11	REVISED
11/15/11	REVISED
01/15/12	REVISED
03/15/12	REVISED
05/15/12	REVISED
07/15/12	REVISED
09/15/12	REVISED
11/15/12	REVISED
01/15/13	REVISED
03/15/13	REVISED
05/15/13	REVISED
07/15/13	REVISED
09/15/13	REVISED
11/15/13	REVISED
01/15/14	REVISED
03/15/14	REVISED
05/15/14	REVISED
07/15/14	REVISED
09/15/14	REVISED
11/15/14	REVISED
01/15/15	REVISED
03/15/15	REVISED
05/15/15	REVISED
07/15/15	REVISED
09/15/15	REVISED
11/15/15	REVISED
01/15/16	REVISED
03/15/16	REVISED
05/15/16	REVISED
07/15/16	REVISED
09/15/16	REVISED
11/15/16	REVISED
01/15/17	REVISED
03/15/17	REVISED
05/15/17	REVISED
07/15/17	REVISED
09/15/17	REVISED
11/15/17	REVISED
01/15/18	REVISED
03/15/18	REVISED
05/15/18	REVISED
07/15/18	REVISED
09/15/18	REVISED
11/15/18	REVISED
01/15/19	REVISED
03/15/19	REVISED
05/15/19	REVISED
07/15/19	REVISED
09/15/19	REVISED
11/15/19	REVISED
01/15/20	REVISED
03/15/20	REVISED
05/15/20	REVISED
07/15/20	REVISED
09/15/20	REVISED
11/15/20	REVISED
01/15/21	REVISED
03/15/21	REVISED
05/15/21	REVISED
07/15/21	REVISED
09/15/21	REVISED
11/15/21	REVISED
01/15/22	REVISED
03/15/22	REVISED
05/15/22	REVISED
07/15/22	REVISED
09/15/22	REVISED
11/15/22	REVISED
01/15/23	REVISED
03/15/23	REVISED
05/15/23	REVISED
07/15/23	REVISED
09/15/23	REVISED
11/15/23	REVISED
01/15/24	REVISED
03/15/24	REVISED
05/15/24	REVISED
07/15/24	REVISED
09/15/24	REVISED
11/15/24	REVISED
01/15/25	REVISED
03/15/25	REVISED
05/15/25	REVISED
07/15/25	REVISED
09/15/25	REVISED
11/15/25	REVISED
01/15/26	REVISED
03/15/26	REVISED
05/15/26	REVISED
07/15/26	REVISED
09/15/26	REVISED
11/15/26	REVISED
01/15/27	REVISED
03/15/27	REVISED
05/15/27	REVISED
07/15/27	REVISED
09/15/27	REVISED
11/15/27	REVISED
01/15/28	REVISED
03/15/28	REVISED
05/15/28	REVISED
07/15/28	REVISED
09/15/28	REVISED
11/15/28	REVISED
01/15/29	REVISED
03/15/29	REVISED
05/15/29	REVISED
07/15/29	REVISED
09/15/29	REVISED
11/15/29	REVISED
01/15/30	REVISED
03/15/30	REVISED
05/15/30	REVISED
07/15/30	REVISED
09/15/30	REVISED
11/15/30	REVISED

SP1



PARKING TABLE	EXISTING BUILDING SQUARE FOOTAGE:
PLAN FLOOR	1288 SQ. FT.
MECHANICAL	131 SQ. FT.
STAIRS	131 SQ. FT.
ROOF	428 SQ. FT.
TOTAL EXISTING	2178 SQ. FT.
PROPOSED BUILDING SQUARE FOOTAGE:	
EXISTING	2178 SQ. FT.
NEW PATIO AREA	131 SQ. FT.
TOTAL PROPOSED	2309 SQ. FT.
PARKING REQUIRED:	
(1) SPACES PER LEVEL SQ. FT.	400 SQ. FT.
(2) SPACES PER LEVEL SQ. FT.	100 SQ. FT.
(3) SPACES PER 1000 SQ. FT.	100 SQ. FT.
TOTAL PARKING SPACES REQUIRED:	10 SPACES
TOTAL PARKING SPACES PROVIDED:	10 SPACES



PARKING TABLE	EXISTING BUILDING SQUARE FOOTAGE:
PLAN FLOOR	1288 SQ. FT.
MECHANICAL	131 SQ. FT.
STAIRS	131 SQ. FT.
ROOF	428 SQ. FT.
TOTAL EXISTING	2178 SQ. FT.
PROPOSED BUILDING SQUARE FOOTAGE:	
EXISTING	2178 SQ. FT.
NEW PATIO AREA	131 SQ. FT.
TOTAL PROPOSED	2309 SQ. FT.
PARKING REQUIRED:	
(1) SPACES PER LEVEL SQ. FT.	400 SQ. FT.
(2) SPACES PER LEVEL SQ. FT.	100 SQ. FT.
(3) SPACES PER 1000 SQ. FT.	100 SQ. FT.
TOTAL PARKING SPACES REQUIRED:	10 SPACES
TOTAL PARKING SPACES PROVIDED:	10 SPACES

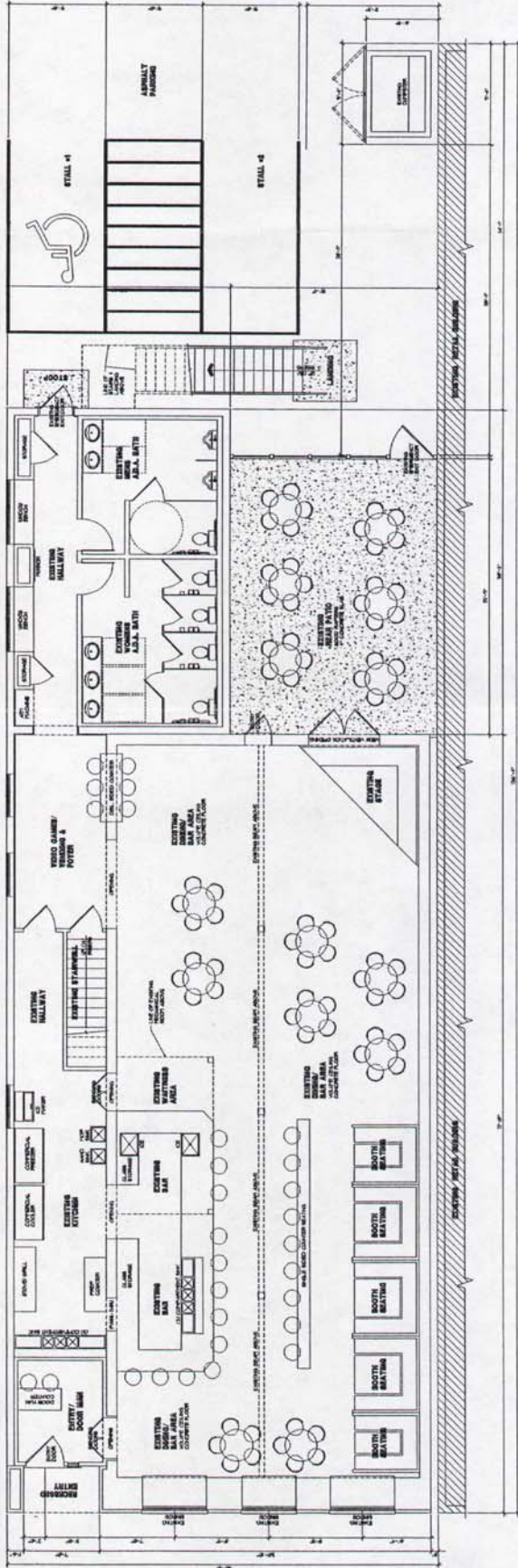


EXISTING FLOOR PLANS

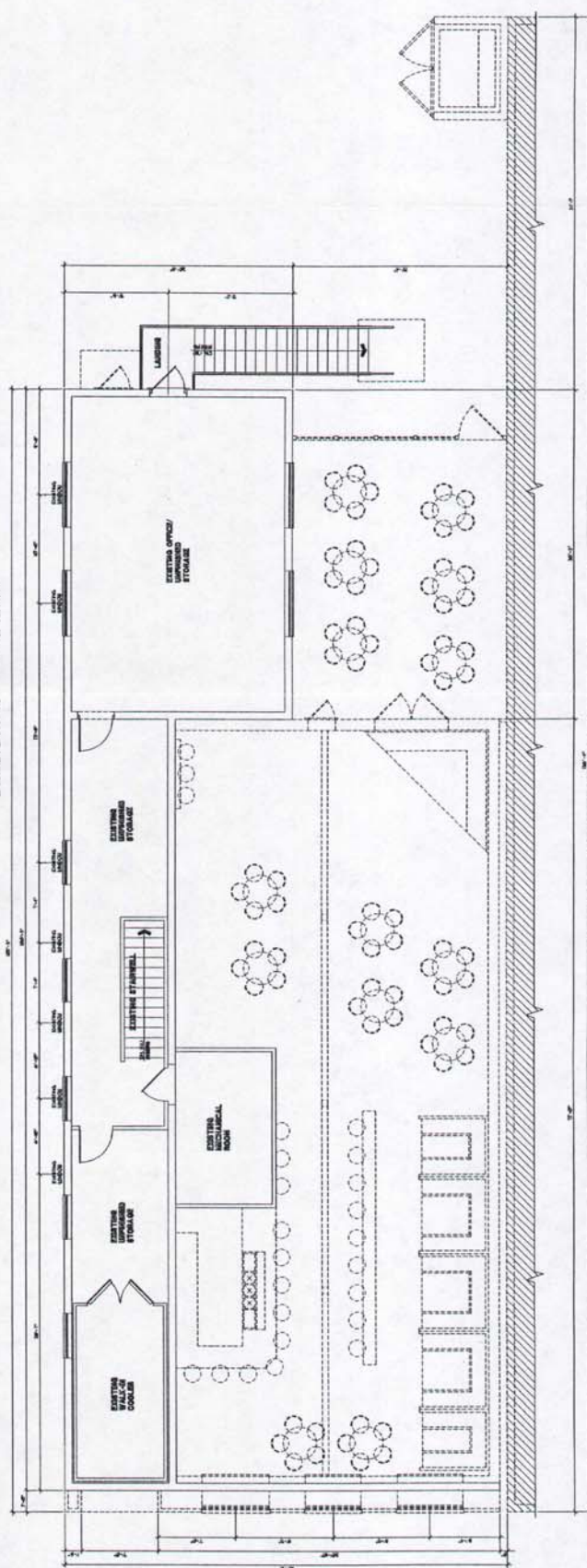
PIPER DOWN PATIO ADDITION/ REMODEL

NO.	DATE	DESCRIPTION
1	10/15/11	EXISTING FLOOR PLANS
2	11/01/11	PIPER DOWN PATIO ADDITION/ REMODEL

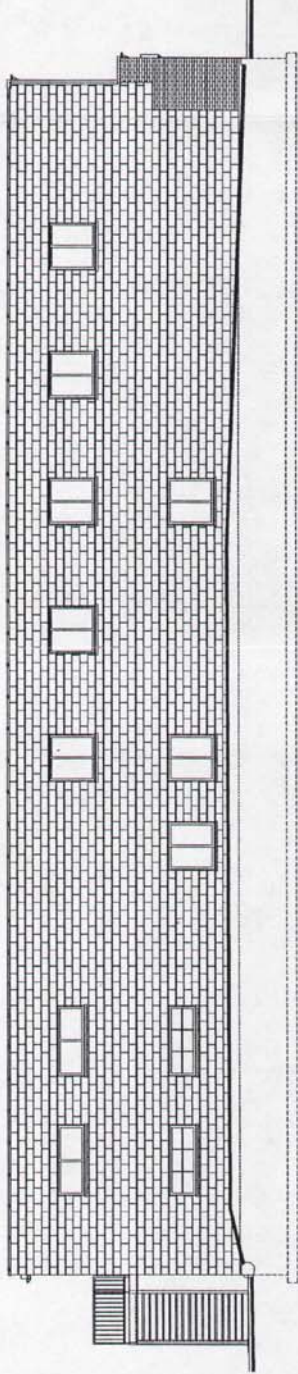
PROJECT NO. 11-001
 SHEET NO. A1
 DATE: 11/01/11



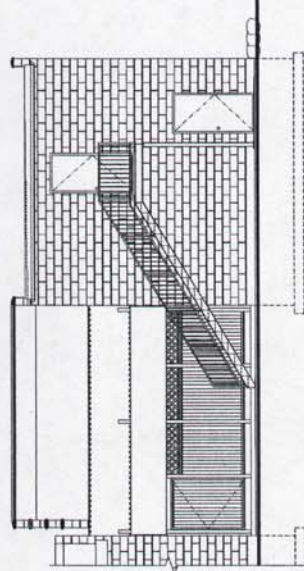
EXISTING MAIN FLOOR PLAN
 EXISTING FINISH LEVEL OF BAR = 1.487 50 FT. (1)
 EXISTING FINISH LEVEL OF PATIO = 1.488 50 FT. (1)
 SCALE: 1/4" = 1'-0"



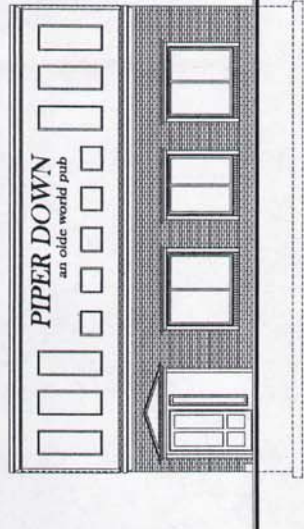
EXISTING UPPER FLOOR PLAN
 EXISTING FINISH LEVEL OF BAR = 1.488 50 FT. (1)
 EXISTING FINISH LEVEL OF PATIO = 1.488 50 FT. (1)
 SCALE: 1/4" = 1'-0"



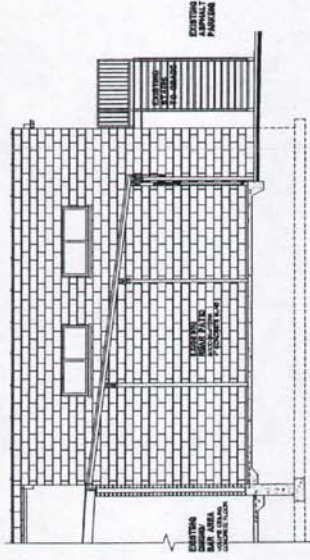
EXISTING SOUTH LEFT ELEVATION
SCALE: 1/4" = 1'-0"



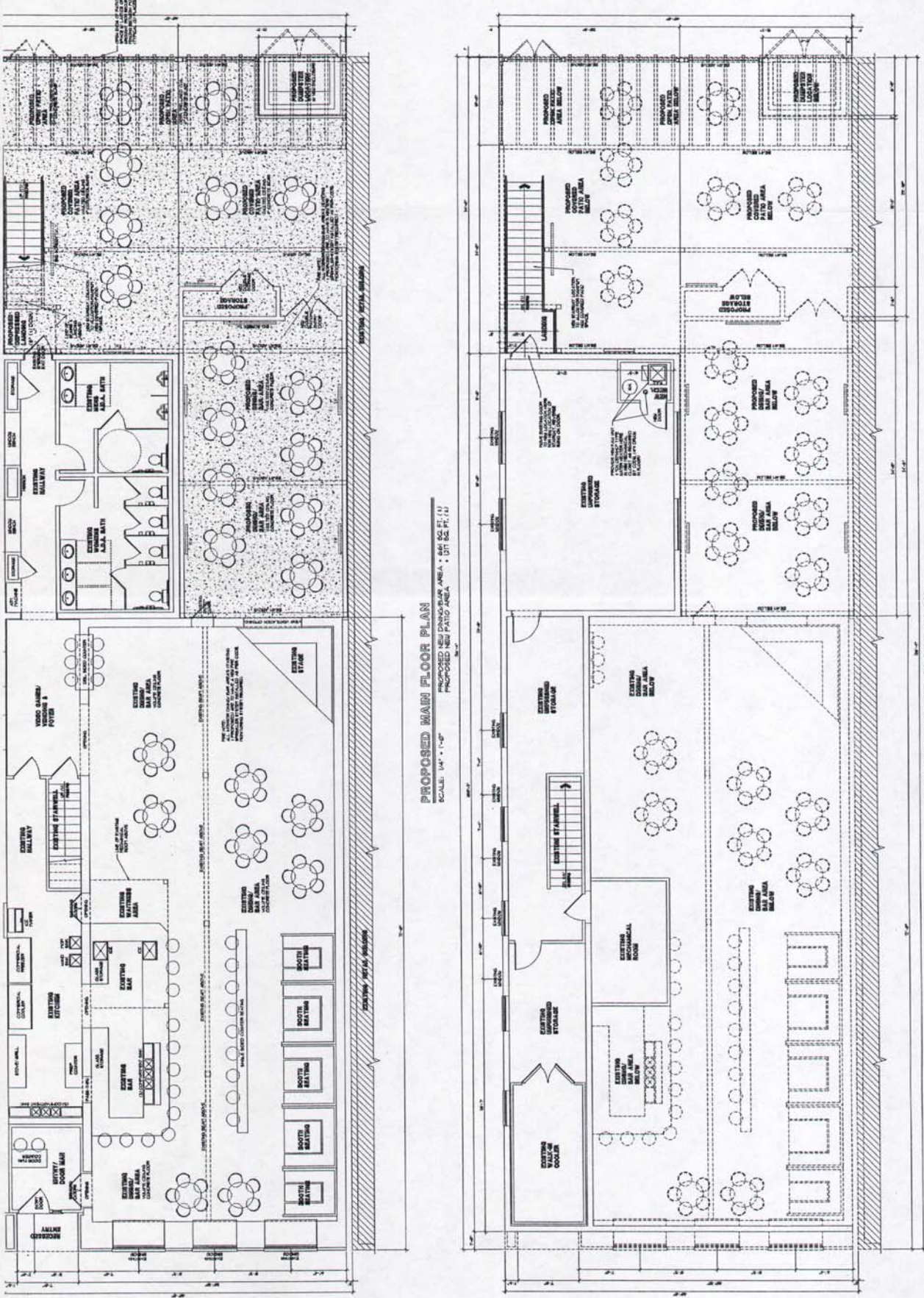
EXISTING WEST REAR ELEVATION
SCALE: 1/4" = 1'-0"



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



EXISTING SECTION THRU PATIO
SCALE: 1/4" = 1'-0"



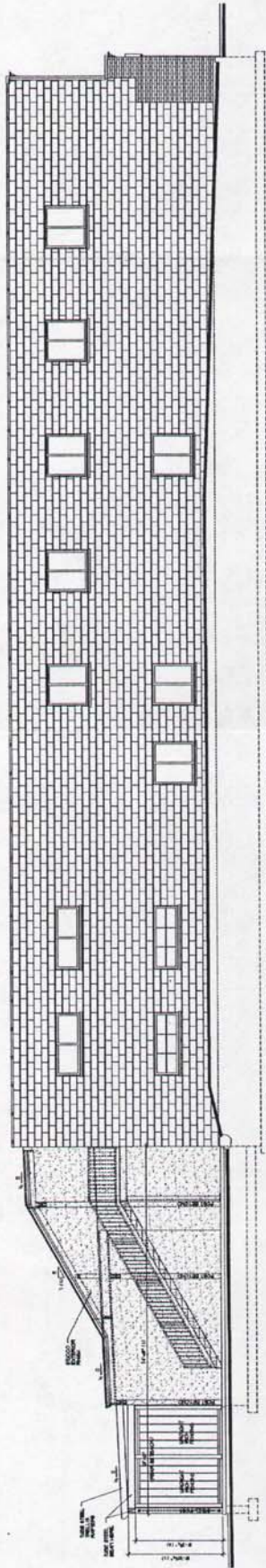
PROPOSED MAIN FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 EXISTING UPPER LEVEL OF BAR - UNCHANGED
 PROPOSED NEW PATIO AREA - 5'11" SQ. FT. U
 PROPOSED NEW PATIO AREA - 5'11" SQ. FT. U

PROPOSED UPPER FLOOR PLAN
 SCALE: 1/4" = 1'-0"
 EXISTING UPPER LEVEL OF BAR - UNCHANGED

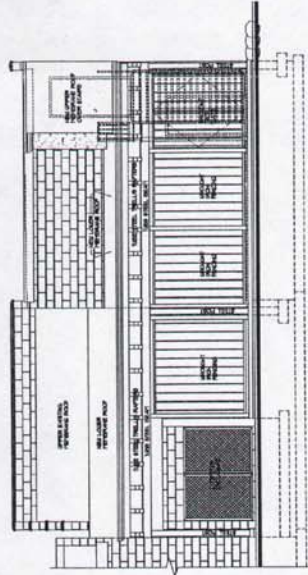
Hunter Design Group, Inc.
 Professional Design & Drafting
 555 East South Street, Suite 200
 Salt Lake City, Utah 84102
 Phone: (801) 533-5758
 Fax: (801) 533-5759

PIPER DOWN PATIO ADDITION/REMODEL
 EXISTING PRIVATE CLUB
 1825 SOUTH STATE STREET
 SALT LAKE CITY, UTAH
 OWNER: DAVID THORNTON

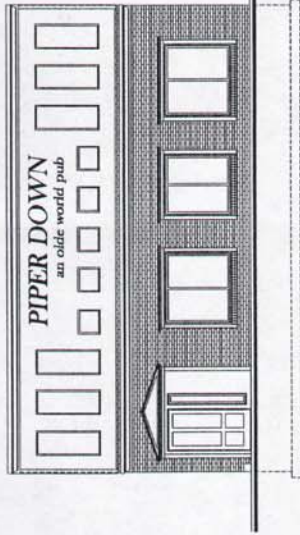
NO.	REVISION	DATE
1	ISSUED FOR PERMITS	10/20/08
2	ISSUED FOR PERMITS	10/20/08
3	ISSUED FOR PERMITS	10/20/08
4	ISSUED FOR PERMITS	10/20/08
5	ISSUED FOR PERMITS	10/20/08
6	ISSUED FOR PERMITS	10/20/08
7	ISSUED FOR PERMITS	10/20/08
8	ISSUED FOR PERMITS	10/20/08
9	ISSUED FOR PERMITS	10/20/08
10	ISSUED FOR PERMITS	10/20/08
11	ISSUED FOR PERMITS	10/20/08
12	ISSUED FOR PERMITS	10/20/08
13	ISSUED FOR PERMITS	10/20/08
14	ISSUED FOR PERMITS	10/20/08
15	ISSUED FOR PERMITS	10/20/08
16	ISSUED FOR PERMITS	10/20/08
17	ISSUED FOR PERMITS	10/20/08
18	ISSUED FOR PERMITS	10/20/08
19	ISSUED FOR PERMITS	10/20/08
20	ISSUED FOR PERMITS	10/20/08
21	ISSUED FOR PERMITS	10/20/08
22	ISSUED FOR PERMITS	10/20/08
23	ISSUED FOR PERMITS	10/20/08
24	ISSUED FOR PERMITS	10/20/08
25	ISSUED FOR PERMITS	10/20/08
26	ISSUED FOR PERMITS	10/20/08
27	ISSUED FOR PERMITS	10/20/08
28	ISSUED FOR PERMITS	10/20/08
29	ISSUED FOR PERMITS	10/20/08
30	ISSUED FOR PERMITS	10/20/08
31	ISSUED FOR PERMITS	10/20/08
32	ISSUED FOR PERMITS	10/20/08
33	ISSUED FOR PERMITS	10/20/08
34	ISSUED FOR PERMITS	10/20/08
35	ISSUED FOR PERMITS	10/20/08
36	ISSUED FOR PERMITS	10/20/08
37	ISSUED FOR PERMITS	10/20/08
38	ISSUED FOR PERMITS	10/20/08
39	ISSUED FOR PERMITS	10/20/08
40	ISSUED FOR PERMITS	10/20/08
41	ISSUED FOR PERMITS	10/20/08
42	ISSUED FOR PERMITS	10/20/08
43	ISSUED FOR PERMITS	10/20/08
44	ISSUED FOR PERMITS	10/20/08
45	ISSUED FOR PERMITS	10/20/08
46	ISSUED FOR PERMITS	10/20/08
47	ISSUED FOR PERMITS	10/20/08
48	ISSUED FOR PERMITS	10/20/08
49	ISSUED FOR PERMITS	10/20/08
50	ISSUED FOR PERMITS	10/20/08
51	ISSUED FOR PERMITS	10/20/08
52	ISSUED FOR PERMITS	10/20/08
53	ISSUED FOR PERMITS	10/20/08
54	ISSUED FOR PERMITS	10/20/08
55	ISSUED FOR PERMITS	10/20/08
56	ISSUED FOR PERMITS	10/20/08
57	ISSUED FOR PERMITS	10/20/08
58	ISSUED FOR PERMITS	10/20/08
59	ISSUED FOR PERMITS	10/20/08
60	ISSUED FOR PERMITS	10/20/08
61	ISSUED FOR PERMITS	10/20/08
62	ISSUED FOR PERMITS	10/20/08
63	ISSUED FOR PERMITS	10/20/08
64	ISSUED FOR PERMITS	10/20/08
65	ISSUED FOR PERMITS	10/20/08
66	ISSUED FOR PERMITS	10/20/08
67	ISSUED FOR PERMITS	10/20/08
68	ISSUED FOR PERMITS	10/20/08
69	ISSUED FOR PERMITS	10/20/08
70	ISSUED FOR PERMITS	10/20/08
71	ISSUED FOR PERMITS	10/20/08
72	ISSUED FOR PERMITS	10/20/08
73	ISSUED FOR PERMITS	10/20/08
74	ISSUED FOR PERMITS	10/20/08
75	ISSUED FOR PERMITS	10/20/08
76	ISSUED FOR PERMITS	10/20/08
77	ISSUED FOR PERMITS	10/20/08
78	ISSUED FOR PERMITS	10/20/08
79	ISSUED FOR PERMITS	10/20/08
80	ISSUED FOR PERMITS	10/20/08
81	ISSUED FOR PERMITS	10/20/08
82	ISSUED FOR PERMITS	10/20/08
83	ISSUED FOR PERMITS	10/20/08
84	ISSUED FOR PERMITS	10/20/08
85	ISSUED FOR PERMITS	10/20/08
86	ISSUED FOR PERMITS	10/20/08
87	ISSUED FOR PERMITS	10/20/08
88	ISSUED FOR PERMITS	10/20/08
89	ISSUED FOR PERMITS	10/20/08
90	ISSUED FOR PERMITS	10/20/08
91	ISSUED FOR PERMITS	10/20/08
92	ISSUED FOR PERMITS	10/20/08
93	ISSUED FOR PERMITS	10/20/08
94	ISSUED FOR PERMITS	10/20/08
95	ISSUED FOR PERMITS	10/20/08
96	ISSUED FOR PERMITS	10/20/08
97	ISSUED FOR PERMITS	10/20/08
98	ISSUED FOR PERMITS	10/20/08
99	ISSUED FOR PERMITS	10/20/08
100	ISSUED FOR PERMITS	10/20/08



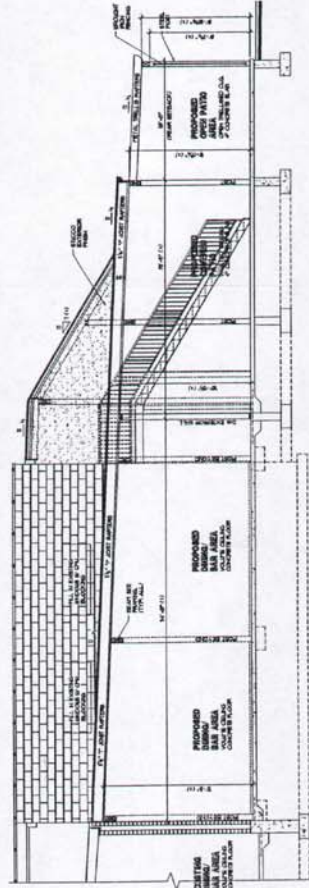
PROPOSED SOUTH LEFT ELEVATION
SCALE: 1/4" = 1'-0"



PROPOSED WEST REAR ELEVATION
SCALE: 1/4" = 1'-0"



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



SECTION THRU PROPOSED NEW BAR SPACE/ PATIO AREA
SCALE: 1/4" = 1'-0"

Hunter Design
Group, Inc.
Architectural Design & Consulting
195 East South Street, 202
195 East South Street, 202
P.O. Box 1000
P.O. Box 1000
P.O. Box 1000



PROPOSED ELEVATIONS (OPT. #3)
PIPER DOWN PATIO ADDITION/ REMODEL

NO.	DATE	DESCRIPTION
1	10/15/10	PROPOSED ELEVATIONS (OPT. #3)
2	10/15/10	PIPER DOWN PATIO ADDITION/ REMODEL
3	10/15/10	PIPER DOWN PATIO ADDITION/ REMODEL
4	10/15/10	PIPER DOWN PATIO ADDITION/ REMODEL
5	10/15/10	PIPER DOWN PATIO ADDITION/ REMODEL
6	10/15/10	PIPER DOWN PATIO ADDITION/ REMODEL
7	10/15/10	PIPER DOWN PATIO ADDITION/ REMODEL
8	10/15/10	PIPER DOWN PATIO ADDITION/ REMODEL
9	10/15/10	PIPER DOWN PATIO ADDITION/ REMODEL
10	10/15/10	PIPER DOWN PATIO ADDITION/ REMODEL

A4

Attachment B

Department Comments

From: Isbell, Randy
Sent: Wednesday, June 18, 2008 10:42 AM
To: Lewis, Marilyn
Cc: Spangenberg, Craig
Subject: Pet 410-08-50

Categories: Program/Policy
Marilynn,

Concerning, the Petition for Conditional Use approval for Piper Down for Expansion of a Private Club located at 1492 South State Street: Housing/Zoning Enforcement in the past has been involved with complaints from neighboring property owners due to the lack of parking, patrons parking in the alley and parking at adjacent businesses. The parking issues were resolved. With the addition of leased parking, our office does not anticipate an increase of services for the club expansion provided that additional parking is provided and maintained.

Thanks,

Randy Isbell
Housing/Zoning Specialist
Housing/Zoning Enforcement

From: Walsh, Barry
Sent: Tuesday, June 17, 2008 1:24 PM
To: Lewis, Marilyn
Cc: Young, Kevin; Smith, Craig; Butcher, Larry; Itchon, Edward; Spangenberg, Craig; Stewart, Brad; Askerlund, Dave
Subject: Pet 410-08-50

Categories: Program/Policy
June 17, 2008

Marilynn Lewis, Planning

Re: Petition 410-08-50, Piper Down Conditional Use for Expansion of a Private Club at 1492 South State Street.

The division of transportation review comments and recommendations are as follows:

The parking calculations are noted for the expansion only and do not cover the existing building or patio revision. The off site existing parking lot at 1522 South Major Street is assumed to be a non required parking lot able to dedicate all 13 spaces to the 1492 South property.

The original parking approval for the private club was noted as 2 on site stalls, one being the ADA stall and ten off site leased stalls at 1486 South State. A complete parking calculation of the existing building and the new development to include both off site parking provisions would be desirable. The original 12 stalls required one bike stall which was provided in front of the building within the public right of way. With the expansion the bike provision may need to be updated as well to comply with the 5% of required parking regulation.

Sincerely,

Barry Walsh

Cc Kevin Young, P.E.
Craig Smith, Engineering
Larry Butcher, Permits
Ted Itchon, Fire
Craig Spangenberg, Zoning Enforcement
Brad Stewart, Public Utilities
Lt. Dave Askerlund, Police
File

From: Smith, Craig
Sent: Wednesday, July 16, 2008 7:45 AM
To: Lewis, Marilyn
Subject: RE: 410-08-50 Piper Down Conditional Use Expansion & Outdoor Dining

Categories: Program/Policy
I'm okay with their request.

From: Lewis, Marilyn
Sent: Tuesday, July 15, 2008 10:13 AM
To: Smith, Craig
Subject: 410-08-50 Piper Down Conditional Use Expansion & Outdoor Dining

Craig,

Do you have any comments on this project? The packet was sent on June 9th. Thanks.

*Marilyn Lewis
Planning Division
451 S. State Street, Rm 406
PO Box 145480
Salt Lake City, Utah 84114-5480
801-535-6409*

From: Itchon, Edward
Sent: Monday, June 09, 2008 12:04 PM
To: Lewis, Marilyn
Cc: Montanez, Karleen; Butcher, Larry
Subject: 410-08-50 Piper Down Private Club Expansion
The following issues due to an addition of club space.

- Provide automatic fire sprinkler system.
- Provide remote station interconnection with the fire sprinkler system.

From: Brown, Jason
Sent: Wednesday, July 02, 2008 8:47 AM
To: Lewis, Marilyn
Cc: Garcia, Peggy
Subject: Petition # 410-08-50 Piper Down Conditional Use expansion at 1492 South State Street

Categories: Program/Policy
Marilyn,

Public Utilities has reviewed the above mentioned petition and offer the following comments;

The expansion areas must be served with sewer and water through the existing sewer laterals and water meter. No new services will be allowed. The site already has a grease trap and sampling manhole. If required by the Fire Department, Public Utilities will allow a two inch fire sprinkler lateral to be connected to the existing main in State Street.

If you have any questions please do not hesitate to contact me.

Jason Brown, PE

Development Review Engineer
Salt Lake City Public Utilities
1530 South West Temple
Salt Lake City, UT 84115
(801) 483-6729
(801) 483-6855 fax

Attachment C

Open House Information

OPEN HOUSE
Piper Down Private Club Expansion
410-08-50
ATTENDANCE ROLL
AUGUST 5, 2008

PRINT NAME <u>BRJINDER SINGH</u> ADDRESS <u>976 4th AVE, SLC</u> ZIP CODE <u>84103</u>	PRINT NAME _____ ADDRESS _____ ZIP CODE _____
PRINT NAME <u>DAVID MORRIS</u> ADDRESS <u>1492 S State</u> ZIP CODE <u>84115</u>	PRINT NAME _____ ADDRESS _____ ZIP CODE _____
PRINT NAME <u>Joe Hunter</u> ADDRESS <u>839 E. So. Temple #207</u> ZIP CODE <u>84102</u>	PRINT NAME _____ ADDRESS _____ ZIP CODE _____
PRINT NAME _____ ADDRESS _____ ZIP CODE _____	PRINT NAME _____ ADDRESS _____ ZIP CODE _____
PRINT NAME _____ ADDRESS _____ ZIP CODE _____	PRINT NAME _____ ADDRESS _____ ZIP CODE _____
PRINT NAME _____ ADDRESS _____ ZIP CODE _____	PRINT NAME _____ ADDRESS _____ ZIP CODE _____

**NOTICE OF OPEN HOUSE
SALT LAKE CITY PLANNING**

Petition 410-08-50 The Piper Down has submitted an application to expand the structure and outdoor dining at a Private Club located at 1492 South State Street. The site is located in the CC (Commercial Corridor) Zoning District and the SSSC (South State Street Corridor) Overlay District. Expansion of a Private Club may be allowed through a conditional use in CC zoning districts. The Open House is being held because multiple community councils (Liberty Wells and People's Freeway) are within proximity of the proposed facility, and the City requires their input.

The Planning Division is requesting your input at this informal information session on the aforementioned property. As part of our review regarding this petition, we will hold a public open house to describe the proposed conditional use and take your comments. Your comments will be analyzed by staff and included in our report to the Planning Commission. You are invited to the public open house to be held:

TUESDAY AUGUST 5, 2008

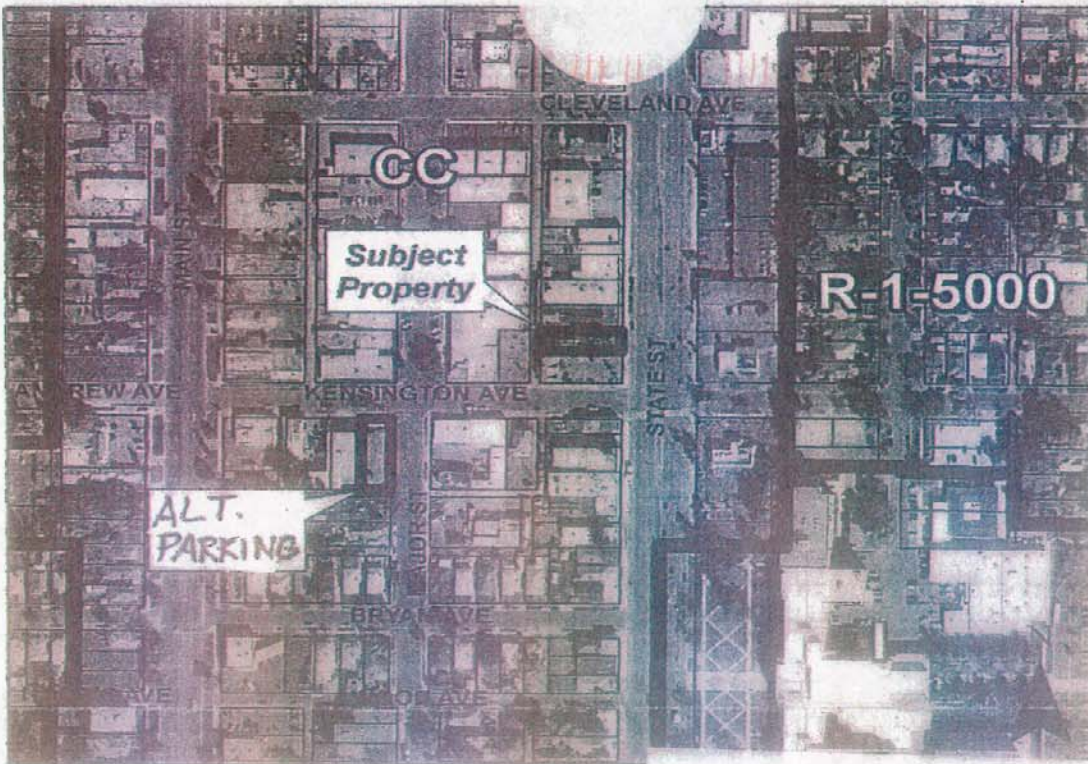
FROM 4:30 to 6:00 P.M.

**ROOM 126
SALT LAKE CITY AND COUNTY BUILDING
451 SOUTH STATE STREET
SALT LAKE CITY, UTAH**

Since it is very difficult for us to inform all interested parties about this request, we would appreciate you discussing this matter with your neighbors and informing them of the meeting.

Please direct any questions you may have concerning this request to Marilyn Lewis at 535-6409 or Marilynn.lewis@slcgov.com Salt Lake City Corporation 451 South State Street, Room 406 Salt Lake City, Utah 84111. People with disabilities may make requests for reasonable accommodation no later than 48 hours in advance in order to attend this hearing. Accommodations may include alternate formats, interpreters, and other auxiliary aids. This is an accessible facility. For questions, requests, or additional information, please contact the Planning Division at 535-7757; TDD 535-6220.

State: Davon
City: Salt Lake City
Date: 8/5/08



NOTICE OF OPEN HOUSE

410-08-50 ML
 Salt Lake City Planning
 451 South State Street Room 406
 Salt Lake City Utah 84111

STATE MAIL SERVICES 08/07/2008 03:54 PM

FIRST CLASS



UNITED STATES POSTAGE
 EFTNEY BOWLES
 02 1M
 0004233621
\$ 00.42⁰
 JUL 28 2008
 MAILED FROM ZIP CODE 84116



REASON FOR RETURN TO SENDER
 Moved, Left No Address
 Attempted - Not Known
 Unclaimed
 No Such Person
 Insufficient Address
 RESIDENT
 KENSINGTON AVE
 SOUTH SALT LAKE UT 84115



1618106001 RESIDENT 2457 E WALKER LN HOLLADAY UT 84117	1618105014 RESIDENT 518 N MICHELANGELO DR GREEN VALLEY AZ 85614	1618105006 RESIDENT 1481 S MAJOR ST SALT LAKE CITY UT 84115
1618105022 RESIDENT 3412 S 3570 E SALT LAKE CITY UT 84109	1618105004 RESIDENT 1436 S DEVONSHIRE DR SALT LAKE CITY UT 84108	1618106018 RESIDENT 899 N SANDHURST DR SALT LAKE CITY UT 84103
1618105003 RESIDENT 7988 S STAUNING CV COTTONWOOD HTS UT 84121	1618104022 RESIDENT PO BOX 65479 SALT LAKE CITY UT 84165	1618105016 RESIDENT 234 W 1125 N CENTERVILLE UT 84014
1618105002 RESIDENT 7988 S STAUNING CV COTTONWOOD HTS UT 84121	1618104022 RESIDENT PO BOX 65479 SALT LAKE CITY UT 84165	1618106011 RESIDENT 1480 S EDISON ST SALT LAKE CITY UT 84115
1618105001 RESIDENT 7988 S STAUNING CV COTTONWOOD HTS UT 84121	1618106008 RESIDENT 1456 S EDISON ST SOUTH SALT LAKE UT 84115	1618105017 RESIDENT 4616 S CREEKVIEW CIR MURRAY UT 84107
1618104023 RESIDENT 450 N STATE ST # 4110 SALT LAKE CITY UT 84114	1618105005 RESIDENT 1436 S DEVONSHIRE DR SALT LAKE CITY UT 84108	1618105007 RESIDENT 1481 S MAJOR ST SALT LAKE CITY UT 84115
1618106017 RESIDENT 899 N SANDHURST DR SALT LAKE CITY UT 84103	1618106009 RESIDENT 1466 S EDISON ST SALT LAKE CITY UT 84115	1618104012 RESIDENT 1476 S MAJOR ST SALT LAKE CITY UT 84115
1618106007 RESIDENT 1452 S EDISON ST SOUTH SALT LAKE UT 84115	1618105015 RESIDENT 234 W 1125 N CENTERVILLE UT 84014	1618104003 RESIDENT 4625 W 4100 S WEST VALLEY UT 84120
1618105013 RESIDENT 518 N MICHELANGELO DR GREEN VALLEY AZ 85614	1618106010 RESIDENT PO BOX 9176 SALT LAKE CITY UT 84109	1618106012 RESIDENT 1480 S EDISON ST SALT LAKE CITY UT 84115

This list of ownership was compiled by the Salt Lake County Recorder's Office, with a copy being sent to the city it pertains to. Any alteration or deletion will be tracked and appropriate action taken. Feb2006Page 1 of 3



1618105018 RESIDENT 1484 S STATE ST SALT LAKE CITY UT 84115	1618105009 RESIDENT PO BOX 58142 SALT LAKE CITY UT 84158	1618153008 RESIDENT 1877 E MURRAY HOLLADAY RD HOLLADAY UT 84117
1618105008 RESIDENT 2978 E CAITLAND CT COTTONWOOD HTS UT 84121	1618106014 RESIDENT 1492 S EDISON ST SOUTH SALT LAKE UT 84115	1618153004 RESIDENT PO BOX 30808 SALT LAKE CITY UT 84130
1618106003 RESIDENT 15206 VENTURA BLVD, #200 SHERMAN OAKS CA 91403	1618105020 RESIDENT 5778 S WALDEN GLEN DR MURRAY UT 84123	1618153005 RESIDENT 4600 S REDWOOD RD TAYLORSVILLE UT 84123
1618104024 RESIDENT 4515 S 4500 W WEST HAVEN UT 84401	1618105010 RESIDENT PO BOX 58604 SALT LAKE CITY UT 84158	1618151007 RESIDENT 2395 S 2570 W WEST VALLEY UT 84119
1618104004 RESIDENT 4625 W 4100 S WEST VALLEY UT 84120	1618106004 RESIDENT 3516 E RUTH PL ORANGE CA 92869	1618151006 RESIDENT 72 ANGELA WAY NORTH SALT LAKE UT 84054
1618106013 RESIDENT 1486 S EDISON ST SOUTH SALT LAKE UT 84115	1618104014 RESIDENT 976 E FOURTH AVE SALT LAKE CITY UT 84103	1618151005 RESIDENT 16 E KENSINGTON AVE SOUTH SALT LAKE UT 84115
1618105019 RESIDENT 1463 S EDISON ST SOUTH SALT LAKE UT 84115	1618106015 RESIDENT 1494 S EDISON ST SOUTH SALT LAKE UT 84115	1618152010 RESIDENT 1514 S STATE ST SALT LAKE CITY UT 84115
1618104025 RESIDENT 4625 W 4100 S WEST VALLEY UT 84120	1618105021 RESIDENT 2843 E WATER VISTA WY SANDY UT 84093	1618152003 RESIDENT 68 E KENSINGTON AVE SALT LAKE CITY UT 84115
1618104019 RESIDENT 4372 S BOUCK CIR WEST VALLEY UT 84120	1618106016 RESIDENT 336 W 300 S # 310 SALT LAKE CITY UT 84101	1618152020 RESIDENT 1515 S MAJOR ST SALT LAKE CITY UT 84115

This list of ownership was compiled by the Salt Lake County Recorder's Office, with a copy being sent to the city it pertains to. Any alteration or deletion will be tracked and appropriate action taken. Feb2006Page 2 of 3

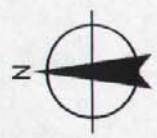
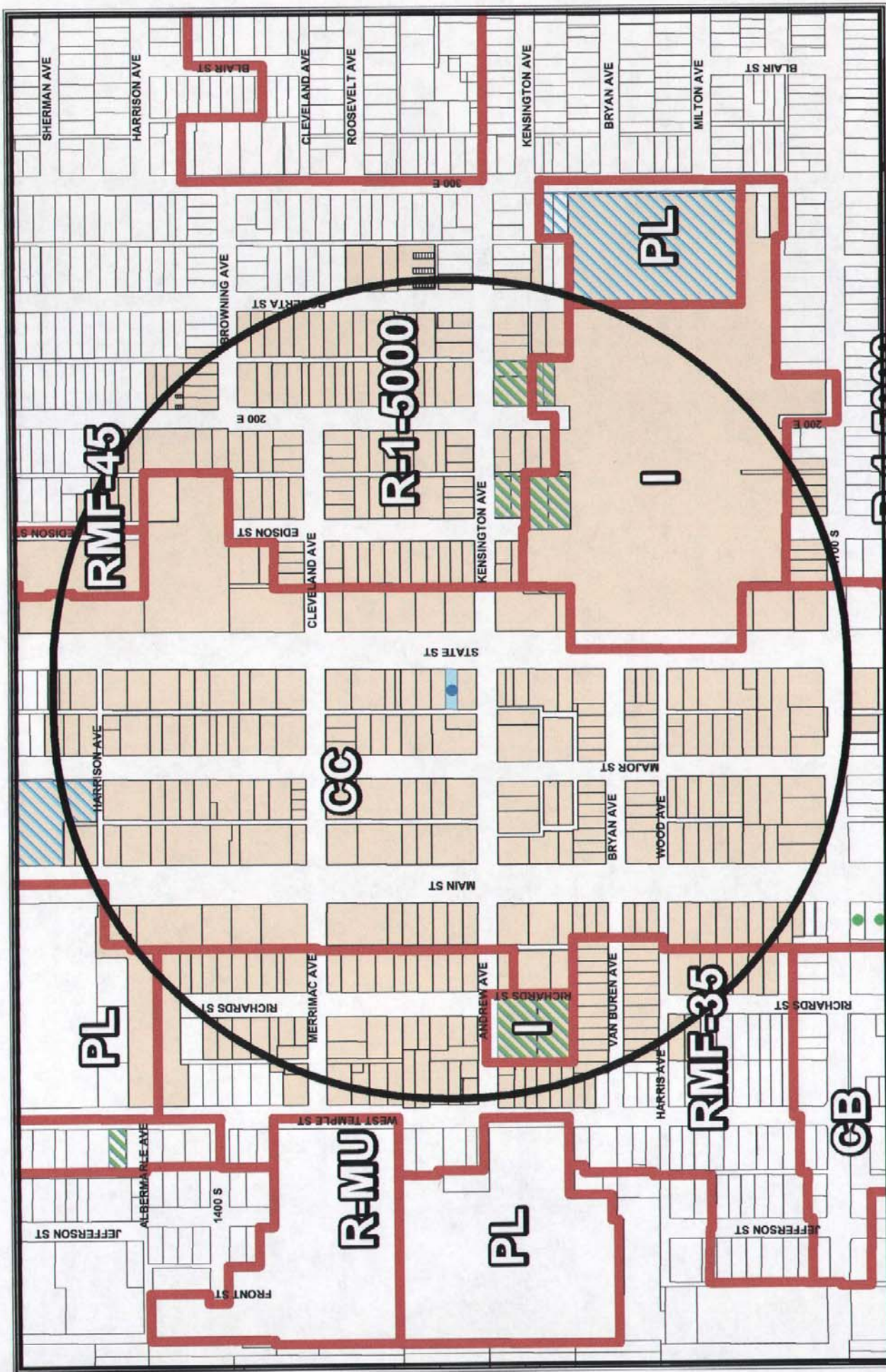


1618152011 RESIDENT 5174 S ESPADRILLE DR TAYLORSVILLE UT 84118	1618153003 RESIDENT 1877 E MURRAY HOLLADAY RD HOLLADAY UT 84117	1618152005 RESIDENT 45 E BRYAN AVE SOUTH SALT LAKE UT 84115
1618153006 RESIDENT 4600 S REDWOOD RD TAYLORSVILLE UT 84123	1618152014 RESIDENT 1472 163 ST WHITESTONE NY 11357	Bill Davis, Chair People's Freeway Comm. Council 332 West 1700 South St. Salt Lake City, Utah 84115
1618152012 RESIDENT 5174 S ESPADRILLE DR TAYLORSVILLE UT 84118	1618151010 RESIDENT 1540 S MAJOR ST SOUTH SALT LAKE UT 84115	Marilynn Lewis Planning Division 451 South State Street, Room 406 Salt Lake City, Utah 84101
1618153010 RESIDENT 1877 E MURRAY HOLLADAY RD HOLLADAY UT 84117	1618152019 RESIDENT PO BOX 711906 SALT LAKE CITY UT 84171	Jim Fisher, Chair Liberty Wells Comm. Council P.O. Box 522318. Salt Lake City, Utah 84152
1618181020 RESIDENT 4600 S REDWOOD RD TAYLORSVILLE UT 84123	1618152015 RESIDENT 65 E BRYAN AVE SOUTH SALT LAKE UT 84115	David Morris 5778 South Walden Glen Dr. Murray, Utah 84123
1618152013 RESIDENT 642 E LAND RUSH DR MIDVALE UT 84047	1618152009 RESIDENT 65 E BRYAN AVE SALT LAKE CITY UT 84115	Joe Hunter, Chair Hunter Design Group 839 East South Temple St., #202 Salt Lake City, Utah 84102
1618152004 RESIDENT 642 E LAND RUSH DR MIDVALE UT 84047	1618152008 RESIDENT 330 E HAVEN AVE SALT LAKE CITY UT 84115	
1618151008 RESIDENT 1524 E LOGAN AVE SALT LAKE CITY UT 84105	1618152007 RESIDENT 55 E BRYAN AVE SOUTH SALT LAKE UT 84115	
1618151009 RESIDENT 2001 S STATE ST # N4500 SALT LAKE CITY UT 84115	1618152006 RESIDENT 49 E BRYAN AVE SALT LAKE CITY UT 84115	

This list of ownership was compiled by the Salt Lake County Recorder's Office, with a copy being sent to the city it pertains to. Any alteration or deletion will be tracked and appropriate action taken. Feb2006Page 3 of 3

Attachment D

Quarter -Mile Use Map



- Conditional Uses for Private Clubs in the CC District
- Existing Lounges
- Churches
- Schools
- Subject Property
- 1320 Foot Buffer around the Subject Property
- Parcels that intersect the 1320 Foot Buffer around the Subject Property

Attachment E
Parking Lease Agreement and
2004 Zoning Administrator's Letter

PARKING LEASE AGREEMENT

This Parking Lease Agreement ("Lease") is entered into as of October 1, 2008, by and between Metals Manufacturing Company, a Utah corporation ("Landlord") and Club Ozone, a Utah non-profit corporation ("Ozone").

RECITALS

A. Landlord is the owner of and in possession of fourteen (14) parking stalls located at the southwest corner of Kensington Avenue and Major Street in Salt Lake City, as depicted on the attached Exhibit "A" (the "Property").

B. Ozone desires to lease from Landlord the Property to be able to use the fourteen (14) parking stalls located on the Property for the purpose of parking for its employees and invitees in the operation of a private club located at 1492 S. State Street, Salt Lake City, UT. Landlord desires to lease the Property to Ozone upon the terms, conditions and covenants of this Lease.

NOW, THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. Lease. Subject to the terms, conditions, covenants and limitations provided in this Lease, Landlord hereby leases to Ozone the Property. Ozone use the Property to provide parking for Ozone's employees and invitees, in the usual and ordinary course of Ozone's private club business.
2. Ozone shall use the Property solely for the purpose of parking passenger automobiles of Ozone's employees and invitees of Ozone's business.
3. Landlord reserves the right to: (a) designate from time to time, in Landlord's sole discretion, the parking stalls that may be used by Ozone provided that at least 14 stalls on Landlord's property are available to Ozone; (b) alter or remodel all or a portion of the Parking on the Property at any time in Landlord's sole discretion; and, (c) relocate or re-stripe the parking stalls on the Property.
4. Rent. Ozone agrees to pay to Landlord, without offset or demand, monthly rental payments on the first of each month commencing with the month of October, 2008, in the amount of \$500.00 per month (the "Rent"), during the first year of this Lease. Payments for any martial month will be pro-rated. Thereafter, beginning on the first anniversary of this Lease, and on every subsequent anniversary during the term of this Lease, the Rent shall increase three percent (3%) over the previous year. Late payments made after the fifth day of each month shall be assessed a \$25 fee and shall bear interest at the rate of 15% per annum until paid in full.
5. Term and Termination. Unless earlier terminated by the parties as provided herein, the Term of this Lease shall be five (5) years, commencing on October 1, 2008, and terminating on the 5th anniversary of that date (the "Term"). The Lease shall terminate on the earlier of the following (collectively the "Events of Termination"):

- (a) Expiration of the Term;

(b) The failure of Ozone to perform each term, condition and covenant of this Lease when and as required and Landlord's written notice to Ozone of Landlord's election to terminate the Lease because of such failure, in which event the Lease shall terminate 10 days following the delivery of such notice;

(c) Ozone's (i) assignment or attempted assignment of this Lease, whether by operation of law or otherwise; (ii) sale or agreement to sell all or substantially all of its assets; (iii) insolvency or bankruptcy, however evidenced, including, without limitation, the filing of any petition, voluntary or involuntary, seeking relief under the bankruptcy laws of the United States or of any state, or the existence of any document or instrument indicating the inability of Ozone to pay its debts when due; (iv) going out of business; or (v) relocating its private club business.

During the Term of this Lease, Landlord shall also have the right to terminate this Lease without cause upon giving Ozone party 90 day's notice of its election to do so, in the event Landlord sells the Property.

6. Representations, Warranties and Covenants of Ozone. Ozone represents, warrants and covenants as follows:

(a) That it is a Utah non-profit corporation duly organized and authorized to conduct its business in the state of Utah and in the city of Salt Lake City; and

(b) That this Lease, when executed as provided below, will be the valid and binding obligation of Ozone enforceable in accordance with its terms; and

(c) That it has taken all necessary corporate actions and has received all necessary authorities, including, without limitation, authorities of any state or federal governmental entity, for the execution and performance of this Lease.

(d) That it shall not permit any rubbish, refuse or trash from accumulating on the Property and shall be responsible in keeping the assigned parking stalls neat and clean in appearance;

(e) That it shall be responsible for the security of the Property during the hours of 6:00 p.m. to 3:00 a.m.

(f) That it has inspected the Property and enters this Lease solely upon the basis of its own inspection and not in reliance upon any statement, representation or information provided by Landlord, its agents or employees. Landlord makes no representations or warranty, express or implied, that the parking is adequate or sufficient for Ozone's purposes. Ozone has made its own investigation relative to adequacy and has determined, based upon its own analysis, that the parking is satisfactory in all respects to Ozone.

7. Compliance with Law. Ozone shall not use the Property or permit anything to be done in or about the Property which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Ozone shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinance and governmental rules, regulations or requirements now in force or which may hereafter be in force, related to or affecting the condition, use or occupancy of the Property. If Ozone is not in compliance with any regulatory rule or regulation it shall be required to promptly pay such costs, or make such efforts as needed to comply. Ozone will also indemnify and hold Landlord harmless from any administrative, zoning, or municipal fine (or fee) arising from any failure to comply with any regulatory requirement.

8. Nonassignability. The Lease shall not be conveyed, assigned, or otherwise transferred by Ozone without the prior written consent of Landlord which consent shall be within the sole discretion of Landlord. Any such assignment or attempted assignment of the Lease shall be void.

9. Landlord/Tenant Relationship. It is understood and agreed that Landlord and Ozone shall in no event be construed to be partners, joint venturers or associates of the other in the conduct of each party's business, nor shall Landlord be liable for the debts of Ozone in the conduct of Ozone's business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

10. No Recordation. Neither party shall cause the recordation of this Lease, or any abstract or summary hereof, without the express written consent of the other party, it being the intention of the parties that this Lease shall not create, convey, assign or transfer any interest in or to the Property to Ozone, other than as set forth herein.

11. Indemnification. Ozone shall indemnify, defend and hold harmless Landlord and its agents, employees, officers, and directors from and against all claims, causes of action, costs, losses, damages and expenses (i) arising from or caused in any way by any act, omission, or negligence of Ozone or its officers, agents, employees, licensees, invitees or guests, or (ii) arising out of Ozone's use of the Property, including its use by Ozone's employees, invitees or guests. The foregoing indemnities shall include attorneys' fees, court costs, investigation costs, and all other costs and expenses incurred by Landlord from the first notice that any claim or demand has been made or may be made, and shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under applicable worker's compensation acts, disability benefit acts, or their employee benefit acts. Ozone's indemnification obligation shall survive the termination of this Lease, or the conveyance of the Property by Landlord, if any. No act or omission, series of acts or omissions, conveyance, assignment or other transfer of any interest in the Property or termination of this Lease shall be construed as terminating or otherwise impairing or limiting Ozone's indemnification obligations.

12. Insurance. Ozone agrees to maintain in full force during the term of this Lease a policy of Commercial General Liability Insurance, naming Landlord as an additional insured, with (a) contractual liability coverage including the indemnification provisions contained in this Lease, (b) liquor liability coverage; and (d) limits of not less than One Million Five Hundred Thousand

Dollars (\$1,500,000) combined single limit per occurrence and not less than One Million Five Hundred Thousand Dollars (\$1,500,000) in the aggregate for bodily injury, sickness or death, and property damage. The policy evidencing such insurance shall be primary and non-contributory and not excess with regard to any other insurance carried by Landlord, shall provide that it shall not be canceled (or not renewed) or materially changed without at least thirty (30) days prior written notice to Landlord. A copy of such policy, or a certificate therefor, shall be deposited with Landlord by Ozone promptly prior to the commencement date of this Lease and thereafter upon request by Landlord. Ozone shall also obtain and maintain in full force Workers' compensation or similar insurance in form and amounts required by Utah state law

13. Loss or Damage. Ozone agrees to use the Property at Ozone's own risk and Landlord shall not be liable for any loss of or damage to Ozone's property or the property of its employees, guests, or invitees, caused in any manner whatsoever, including loss or damage caused by the negligence of Landlord, its employees, contractors and agents. Ozone agrees that with respect to any damage or loss to Ozone's property or that of its invitees, employees or guests, Ozone hereby waives all rights of recovery, claim, action and cause of action against Landlord, its employees, agents and contractors from any and all claims with respect to such damage or loss, regardless of cause or origin, including claims with respect to the negligence, whether sole or contributory, of Landlord, its employees, agents or contractors.

14. Attorneys' Fees. The prevailing party in any suit or other proceeding brought for the enforcement or interpretation of this Lease shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, incurred in the pursuit of such suit or proceeding.

15. Governing Law. This Lease shall be construed in accordance with, and governed by, the laws of the State of Utah.

LANDLORD:

Metals Manufacturing Company,
a Utah corporation

By: _____
Its: _____

TENANT:

Club Ozone, Inc., a Utah non-profit
corporation

By: _____
Its: _____

A. LOUIS ZUNGUZE
PLANNING DIRECTOR

BRENT B. WILDE
DEPUTY PLANNING DIRECTOR

DOUGLAS L. WHEELWRIGHT, AICP
DEPUTY PLANNING DIRECTOR

SALT LAKE CITY CORPORATION

COMMUNITY AND ECONOMIC DEVELOPMENT
PLANNING AND ZONING DIVISION

ROSE D. ANDERSON
MAYOR

February 11, 2004

Deseret Certified Development Company
C/o Kim S. Bartlett
Canterbury Park
228 North Orem Boulevard
Orem, Utah 84057

Re: Piper Down / 1492 South State Street

Dear Kim:

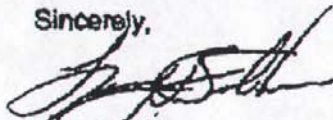
You have inquired about the parking lease required by Salt Lake City for the Piper Down Club. The following information summarizes the results of my research:

- Section 21A.44.020L of the Salt Lake City Zoning Ordinance permits the use of off site parking to satisfy City parking requirements. Specifically, Section 21A.38.020L2 governs the five year duration of the lease.
- Salt Lake City building permit #179238 was issued to remodel an existing building at 1492 South State Street into a private club.

Pursuant to Section 21A.38.020L2, the minimum duration of an off site parking lease must be five years. As stated in this Zoning Ordinance section, if the lease is terminated during the minimum five-year time frame, the lessee must replace the parking in some manner according to code. Once the minimum five-year time frame has expired, the lessee is not required to maintain the off site parking facilities to satisfy City parking requirements.

I have enclosed a copy of Section 21A.44.020L for your review. If I may be of further assistance, please contact me at (801) 535-8003 or fax your request to (801) 535-6174.

Sincerely,



Larry Butcher
Zoning Administrator

Cc: Louis Zunguze, Planning Director
Brent Wilde, Deputy Planning Director

Deseret Certified Development Company

February 23, 2004

Ms. Pat Fewkes
Small Business Administration
125 South State Street, Room 2237
Salt Lake City, Utah 84138

327 Request

Submission Pending

RE: Piper Down an Olde World Club
SBA Loan #CDC 687 620 4009 UT

RUSH
for submission

Dear Pat:

The SBA is requiring that the parking lease for Piper Down an Olde World Club be maintained for the term of the loan. Larry Butcher, the Salt Lake City Zoning Administrator has provided a letter stating that the parking lease for Piper Down an Olde World Club is only required for five years (see attached). Therefore, the CDC is requesting that the requirement for the parking lease be limited to five years.

1-

In addition, the guarantees of David and Shelli Morris were inadvertently not included in the authorization. The CDC is requesting that they be added. The CDC does not feel these changes cause an adverse change that would affect the SBA/CDC.

2-

Please make the following changes:

1. Paragraph D, page 6:
6. Guarantee on SBA Form 148 executed by David E. Morris, a Utah resident.
7. Guarantee on SBA Form 148 executed by Shelli M. Morris, a Utah resident.

Please do not hesitate to call our office if you should have any questions regarding this request.

Thank you.

Sincerely,

Debbie K. Harper
Debbie K. Harper
Vice President

attachment
cc: Paul Van Dyke

5 YEAR PARKING LEASE LIMITATION, AND
ADDITION OF GUARANTEES ARE APPROVED

AA#1 U.S. SMALL BUSINESS ADMINISTRATION	
We concur with this request.	
<i>Robert J. Curtis</i>	2-24-04
Loan Specialist	Date
APPROVED	
<i>[Signature]</i>	2/23/04
Supervisory Loan Specialist	Date