

Mono County Community Development Department

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Mammoth Lakes, CA 93546
760.924.1800, 924.1801 fax
commdev@mono.ca.gov

Planning Division

PO Box 8
Bridgeport, CA 93517
760.932.5420, 932.5431 fax

NOTICE OF DECISION Director Review 19-005

Alternative Parking Plan, Snow Management Plan and Marquee Sign Change-out

APPLICANT: Jamie Schectman

SUBJECT PROPERTY: APN 015-075-029

PROPOSAL: To allow an Alternative Parking Management Plan, Snow Management Plan and marquee sign change-out.



Location of subject property (highlighted in blue)

Pursuant to the Mono County General Plan (MCGP), Chapter 31 Director Review Procedures, Chapter 6 – Parking, Land Use Designation “Commercial”, and based upon the following findings, you are hereby notified that Director Review 19-005 has been:

- Granted as requested.
 Granted subject to the attached Conditions of Approval.
 Denied.

BACKGROUND

Director Review 19-005 would permit the applicant off-site parking, off-site snow storage, alternative parking stall sizes, and substitution of one parking space for four bicycle parking spaces within the June Lake Central Business Parking District per MCGP 06.090(C). This permit will also memorialize the change out of the existing nonconforming marquee sign in addition to the alternative parking management plan for the property.

Scheckventures, LLC, purchased the property with the intention to create an event venue and restaurant, and initiated new construction for these activities. After review of the construction plans, staff determined that the proposed parking and snow storage plan is subject to a Director Review Permit.

The subject property, 2588 Highway 158, contains an existing two-story, 4,300-square foot structure currently occupied by the T-Bar Social Club and the June Pie Pizza kitchen. There are plans to remodel the remainder of the existing structure into a second event center and dining area for June Pie Pizza. The remodel construction was planned to take place in four phases; phase one was the lower-level T-Bar Social Club (complete); phase two is the June Pie Pizza kitchen (complete); phase three is the dining area (incomplete); and phase four is the remaining street-level venue (incomplete). This parking management plan does not include parking requirements for Phase 4. When Phase 4 is initiated, parking must be provided per MCGP Chapter 6 requirements. See Attachment A, Project Phase Descriptions.

DISCUSSION

Parking

The property is within the June Lake Central Business Parking District, designated to balance off-street parking requirements with existing community context and character and provide flexibility in allowing alternative means of addressing parking demand to encourage more economically productive land uses. 60% of minimum off-street parking requirements for non-overnight commercial uses in accordance with MCGP Table 06.010 shall be required.

An alternative parking management plan may be approved by Director Review when:

- parking incorporates off-site spaces;
- alternative parking space dimensions (not less than 8' x 16') are proposed;
- tandem parking is proposed;
- substituting four bicycle parking spaces or equivalent alternative transportation measures reducing district-wide parking demand is proposed, for a maximum of one required off-street parking space. (MCGP 06.090(C))

Parking to accommodate the bottom level event area (T-Bar Social Club), pizza kitchen, and dining (Phase one, two, and three) has been provided by the applicant as follows:

FACILITY	PARKING REQUIREMENT CALCULATION CENTRAL BUSINESS DISTRICT	REQUIRED	PROVIDED	FULL SIZE	ALTERNATE SIZE 40% MAX
T-BAR SOCIAL CLUB PHASE 1	47 SEATS @ 1 SPACE PER 3 SEATS=15.6 X 60%=10 1 BIKERACK PROVIDED	9	9	9	-
	EMPLOYEES: 3	3	3	3	-
JUNE PIE PHASE 2&3	22 SEATS @ 1 SPACE PER 3 SEATS=7.3 X 60%=5	5	5	-	5
	EMPLOYEES: 2	2	2	-	2
TOTALS		19	19	12	7
ACCESSIBLE VAN SPACES	INCLUDED IN CALCULATIONS	2	2		

Phase one, two, and three will require 19 parking spaces, including two ADA spaces. Of the 19 spaces, 10 spaces will be 10' x 20' and 7 spaces, or 36%, will be an alternative 8' x 16' size. One bicycle-rack capable of accommodating four bicycle parking spaces will be provided in substitution of one parking space. One full-size parking space will be provided off-site on the neighboring parcel, APN #015-075-028. A parking agreement has been recorded against both properties to ensure that the off-site parking space is maintained while the business operates, see Attachment B. The agreement shall also be required to be recorded against the deeds of the properties to ensure future compliance. The following parking exhibit displays alternative size spaces (seven total), two ADA spaces, the off-site parking space (#10), and the location of the bicycle rack.



Snow Storage

Snow-storage areas are required for all new commercial developments. Snow-storage areas are required to be a percentage of the area from which the snow is to be removed and shall be allowed off site through this process provided the agreement is recorded against the properties' deed (see Attachment C). The use of an off site snow storage area has been downgraded from a Use Permit through this process because the storage area is adjacent to the property, under the same ownership, and is currently undeveloped.

A snow storage area 65% of the parking and access area is required for this property. The parking and access area are approximately 8,139 square feet total, therefore requiring a snow storage area of 5,290 square feet. The applicant will remove the snow off site to the neighboring property, APN 015-075-021 which is 6,098 square feet. The entire neighboring parcel will be dedicated to snow storage in addition to the property owner maintaining a snow removal contract. Snow removal for the off site parking spaces is the responsibility of that property's owners.

The following Snow Removal Management Plan has been provided by the applicant:

"Snow will be removed from the parking area and placed on lot 8 [APN 015-075-021] as shown on the Snow Removal Management Exhibit. Snow will be removed when an accumulation of 4" or more takes place. Removal is normally done starting approximately 7am when required. The snow removal company stores equipment at their yard and will not be stored on-site."

To move snow from the parking area onto the neighboring parcel, a loader will first create a snow ramp on top of an existing ADA parking space to access the parcel over the retaining wall. Snow will then be moved over the retaining wall via the ramp and piled on the parcel. Once snow is removed from the parking area the snow ramp will be destroyed so that the ADA parking space is accessible.

LOT 10

LOT 9

N41°38'

SNOW STORAGE EXHIBIT



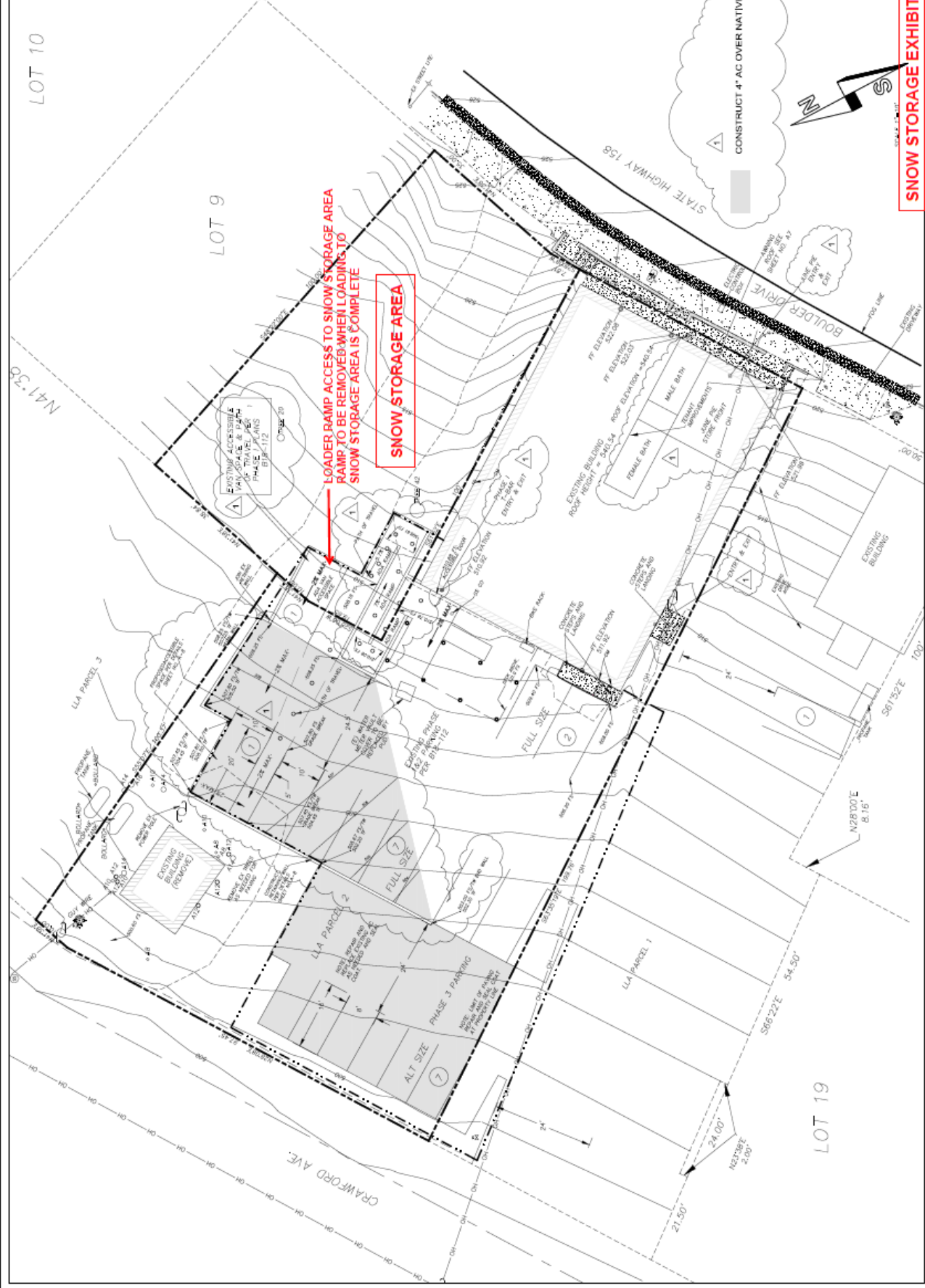
CONSTRUCT 4" AC OVER NATIVE

STATE HIGHWAY 158

BOULDER DRIVE

**LOADER RAMP ACCESS TO SNOW STORAGE AREA
RAMP TO BE REMOVED WHEN LOADINGS TO
SNOW STORAGE AREA IS COMPLETE**

SNOW STORAGE AREA



Marquee Sign Change Out

Prior to the change of business, the property's marquee sign, south-facing on the HWY 158 side, was nonconforming. A change of copy is permitted for the existing sign under the requirements of MCGP Chapter 07.070, "Nonconforming Signs":

"Nonconforming signs are those that were in existence at the time of adoption of land development regulations that do not conform to the provisions of this chapter. Such signs may be continued as follows:

A. Expansion. A nonconforming sign may not be increased in area or lighting intensity or moved from its location after the effective date of this chapter.

B. Sign Copy. The advertising copy on a nonconforming sign may be changed except as provided by subsection A, expansion of nonconforming signs, of this section.

C. Discontinued use. If the use of a building or land associated with a nonconforming sign is discontinued for six months or more, all signs shall thereafter conform to the provisions of this chapter. Where a business operates on a seasonal basis and for which there is an active Mono County business license, the provisions relating to discontinued use will not apply.

D. If the size or configuration of a lot or building is changed by the subdivision of the property or by alterations, identification signs and outdoor advertising signs on the resulting properties shall be required to conform to the sign regulations applicable to the newly created lot or lots at the time the change becomes effective.

The marquee sign change-out is permitted provided it adheres to the following standards, agreed upon by the applicant:

- The sign shall not be increased in area or lighting intensity or moved from its location. The sign shall be 85" by 61".
- Existing bulbs are rated 11 watts, 130 volts. Replacement LED bulbs will be of amber-yellow color and 2,000-3,000K, equivalent to the original wattage, and replaced as-needed.
- The business will maintain the original functionality of the bulbs which can stay solid or "roll" in a pattern around the rectangle.
- The sign will be of plexiglass.
- The sign will remain as existing in rectangle shape, boxed out with metal.

DIRECTOR REVIEW FINDINGS

Under Mono County General Plan, Land Use Element, Chapters 16.040 & 16.050 and 31.030, the Community Development Department director may issue a Director Review permit after making all of the following findings:

1. *All applicable provisions of the Land Use Designations and Land Development Regulations are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features.*

Through this permit, all applicable provisions of the Land Use Designations and Land Development Regulations will be fulfilled. The property contains an existing structure that will undergo interior and exterior remodels pertaining to the permitted use as an event venue and restaurant. The property has the land use designation Commercial and contains existing non-conforming lot coverage and reduced front-yard setback. The property accommodates 18 parking spaces, including two ADA parking space. A second parking space is provided off-site per recorded document #2018001496, Attachment B. If the property's use expands, additional parking is required per MCGP, Chapter 6, Parking. Temporary snow storage will be located on the neighboring parcel per the agreement made by recorded document #2019003871, Attachment C. During the winter months Scheckventures, LLC, shall contract with a snow removal company for snow removal on both parcels.

2. *The site for the proposed use relates to streets and highways adequate in width and type to carry the quantity and kind of traffic generated by the proposed use.*

The property is primarily accessed by Highway 158 and additional access is available to the north from North Crawford Avenue. Highway 158 is within the jurisdiction of Caltrans and the driveway encroachment is required to meet development and design standards established by Caltrans.

Through the alternative parking management plan, the site provides adequate off-street parking for the traffic generated by the use. This parking plan is necessary to accommodate the use at this location, at this time, given the physical constraints of the parcel.

3. *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.*

The parking, snow storage, and marquee sign will not be detrimental to the public welfare or injurious to property or improvements. The property is designated Commercial and allows for the proposed use. The alternative parking and snow storage management plan is the preferred means for achieving off-street parking requirements and snow storage.

4. *The proposed use is consistent with the map and text of this General Plan and any applicable area plan.*

The proposed alternative parking and snow storage management plan is consistent with the General Plan. The property is located within the June Lake Central Business Parking District which allows for alternative parking management, 60% of minimum off-street parking requirement, off-site parking, and tandem parking for employees.

5. *The improvements indicated on the development plan are consistent with all adopted standards and policies as set forth in the Land Development Regulations, this General Plan and any applicable area plan.*

The improvements indicated for this project will be consistent with the requirements established by General Plan Chapter 6, Parking, for parking lot improvements and off-site parking. The required snow storage area will be located on the neighboring parcel, APN 015-075-021, as stated in recorded document #2019003871, and approved of with this parking management plan. Scheckventures, LLC, will contract with a snow removal company during winter months in order to remove excess snow. The marquee sign, lot coverage and front-yard setback are existing non-conforming and will not be enlarged.

6. *The project is exempt from the California Environmental Quality Act (CEQA).*

The project qualifies as an exemption under 15301 Class 1, Existing Facilities. 15301 Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing private structures, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

CONDITIONS OF APPROVAL

DR 19-005 is issued with the following conditions:

1. The Project shall comply with any requirements of the Community Development Department and Environmental Health Department.
2. The Project shall comply with any requirements of Caltrans for accessing all properties.
3. Any new uses of the property shall provide adequate parking, per the requirements of MCGP Chapter 6, Parking.
4. The Project shall comply with Chapter 22, Fire Safe Regulations.
5. The Project shall comply with Chapter 23, Dark Sky Regulations.
6. The applicant shall maintain a parking agreement, recorded against the deed of both properties, ensuring parking and access to the space(s) provided on the undeveloped parcel APN 015-075-021 and developed parcel, APN 015-075-028.
7. All construction shall conform to the setback, lot coverage, fees, snow storage, and other development requirements applicable to commercial construction in the C land use designation.
8. This Director Review Permit shall terminate if changes occur to either of the neighboring parcels effecting the agreed upon parking and/or snow management. Snow storage parcel APN 015-075-021 shall not be developed until an alternative snow storage management plan for the B-ROC is approved. The parking space provided on the neighboring property, APN 015-075-028, shall be provided for this Director Review Permit to be valid.
9. Termination. A Director Review shall terminate, and all rights granted therein shall lapse, and the property affected thereby shall be subject to all the provisions and regulations applicable to the land use designation in which such property is classified at the time of such abandonment, when any of the following occur:
 - A. There is a failure to commence the exercise of such rights, as determined by the Director, within two years from the date of approval thereof. Exercise of rights shall mean substantial construction or physical alteration of property in compliance with the terms of the Director Review.
 - B. There is discontinuance for a continuous period of one year, as determined by the Director, of the exercise of the rights granted.
 - C. No extension is granted as provided in Section 31.080.
9. Extension: If there is a failure to exercise the rights of the Director Review within two years of the date of approval, the applicant may apply for an extension for an additional one year. Any request for extension shall be filed at least 60 days prior to the date of expiration and shall be accompanied by the appropriate fee. Upon receipt of the request for extension, the Planning Division shall review the application to determine the extent of review necessary. Conditions of Approval for the Director Review may be modified or expanded, including revision of the proposal, if deemed necessary. The Planning Division may also deny the request for extension. Exception to this provision is permitted for those Director Reviews approved concurrently with a tentative parcel or tract map; in those cases, the approval period(s) shall be the same as for the tentative map.

10. Revocation: The Planning Commission may revoke the rights granted by a Director Review, and the property affected thereby shall be subject to all of the provisions and regulations of the Land Use Designations and Land Development Regulations applicable as of the effective date of revocation. Such revocation shall include the failure to comply with any condition contained in the Director Review or the violation by the owner or tenant of any provision pertaining to the premises for which such Director Review was granted. Before revocation of any permit, the commission shall hold a hearing thereon after giving written notice thereof to the permittee at least 10 days in advance of such hearing. The decision of the commission may be appealed to the Board of Supervisors in accordance with Chapter 47, Appeals, and shall be accompanied by an appropriate filing fee.

This Director Review permit shall become effective 15 days following the issuance of the Director's decision. This decision may be appealed within 10 days by filing a written notice of appeal with the secretary of the Planning Commission. If an appeal is filed, the permit will not be issued until the appeal is considered and the Planning Commission renders a decision.

PREPARED BY: Michael Draper, Planning Analyst

DATE OF DECISION: _____

SIGNED: _____

Wendy Sugimura, Community Development Director

Balanced Rock Saloon Project Phase Descriptions

Phase 1

- Remodel existing T-Bar with new finishes on floor 1.
- Repair and replace existing ac paving in parking area.
- Construct accessible van parking space and access ramp.
- Project square footage: 1,292 SF
- Parking Required:
 - 47 seats @ 1 space per 3 seats=15.6 Spaces
 - Reduced for Central Business District: $15.6 \times 60\% = 10$ Spaces
- Parking Provided:
 - Full Size Spaces: 9
 - Bike Rack: 1
 - Employee: 3
 - Total: 13

Phase 2&3

- Remodel portion of building to construct June Pie Pizza Kitchen and Store Front.
- Floor 1: Remodel 195 SF area to add accessible unisex bathroom
- Floor 2: Remodel 1,760 SF to construct pizza kitchen, pizza sales store front with seating and men's & women's accessible bathrooms.
- Parking Required:
 - 22 seats @ 1 space per 3 seats=7.3 seats
 - Reduced for Central Business District: $7.3 \times 60\% = 5$ Spaces
- Parking Provided:
 - Alternate Size Spaces: 5
 - Employee: 2
 - Total: 7

Phase 4:

- Remodel portion of building to construct Balanced Rock Saloon Concert and Event Venue.
 - Parking requirement has not been determined at this time.
 - An amended or new DR package will be prepared at a later date.

RECORDING REQUESTED BY

Community Development Department

AND WHEN RECORDED MAIL TO

Mono County Planning Division
P.O. Box 8
Bridgeport, CA 93517

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**LOT LINE ADJUSTMENT 18-001 MC/ Logue
NOTICE OF APPROVAL & CERTIFICATE OF COMPLIANCE**

DESCRIPTION LLA 18-001 MC

ASSESSOR'S PARCELS # 015-075-027, 015-075-016, 015-075-015, and 015-075-014

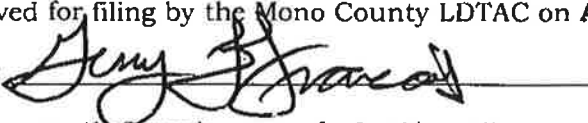
RECORD TITLE OWNER(S) John and Candace Logue Trust

NOTICE IS HEREBY GIVEN that the Mono County Land Development Technical Advisory Committee (LDTAC) has reviewed the attached exhibits for **Lot Line Adjustment 18-001 MC** and finds that they conform with applicable provisions of the Mono County Code and the Subdivision Map Act, California Government Code, Sec. 66410 (et seq.). The subject Lot Line Adjustment is therefore approved by the LDTAC subject to the following:

- 1) Future deed descriptions shall substantially conform to the attached exhibit(s) and shall be prepared in conformance with applicable provisions of the California Land Surveyors Act. Transfer of title and preparation and recordation of appropriate deeds, acknowledged by all parties having record title ownership interest in the subject lots, shall be the responsibility of the record title owners or their agents.
- 2) The adjusted lots shall retain their prior land use designations, and all prior lots or portions thereof not otherwise delineated on the attached exhibit(s) shall be considered adjusted into the configurations as indicated on the attached exhibits.
- 3) Future development of the subject parcels shall conform to the parcel configurations as indicated on the attached exhibit maps and any conditions as may be approved in conjunction with the lot line adjustment.
- 4) Recordation of this Lot Line Adjustment shall serve as constructive notice.

Approved for filing by the Mono County LDTAC on **April 16, 2018.**

Attest:



Attachments: (1) Owner's request for Lot Line Adjustments, signed and notarized; (2) Legal Descriptions for parcels 1, 2 & 3, signed by Licensed Surveyor (3) Exhibit "B" & "C" Maps of LLA 18-001MC Sierra Inn, (4) Parking Agreement w/ draft exhibits "B" & "C" and notary pages

RECORDING REQUESTED BY

COMMUNITY DEVELOPMENT DEPARTMENT

AND WHEN RECORDED MAIL TO

Mono County Planning Division
P.O. Box 8
Bridgeport, CA 93517

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY.

**OWNER'S REQUEST FOR
LOT LINE ADJUSTMENT**

PARCELS SUBJECT TO LOT LINE ADJUSTMENT: Assessor's Parcel Numbers

015-075-027 015-075-014 015-075-015 015-075-016 ^{cm3} _{1/2}

SIGNATURE OF RECORD TITLE OWNERS: This document will be recorded. All record title owners must sign below, and their signatures must appear as reflected on the recorded deeds. *All signatures must be notarized.*

I/we hereby attest by my/our signature(s) hereon that I/we am/are all the record title owner/owners of the above-referenced real property. I/we also affirm that said property consists of two or more continuous lots under our common/separate ownership. I/we understand that recordation of this Request for Lot Line Adjustment shall cause the subject parcels to be adjusted per the attached exhibit maps.

I/we hereby attest by our signature(s) hereon that I/we have initiated this Lot Line Adjustment and are requesting that the County record this notice with the Lot Line Adjustment approval.

JOHN F. LOGUE
Name

[Signature]
Notarized signature

Date 3/1/18

CANDACE MAE LOGUE
Name

[Signature]
Notarized signature

Date 3-1-18

Name

Notarized signature

Date

Name

Notarized signature

Date

**SEE ATTACHED
NOTARIAL CERTIFICATE**

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Mono)

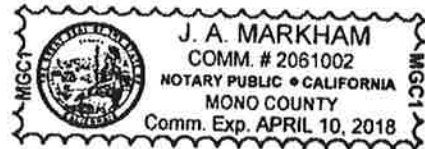
On 3-1-18 before me, J A Markham, Notary Public
(here insert name and title of the officer)

personally appeared John F Logue and
Cardice Mae Logue

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J A Markham

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____
Title(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence:	
<input type="radio"/> form(s) of identification	<input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

**LEGAL DESCRIPTION
FOR
LOT LINE ADJUSTMENT 18-001MC
PARCEL 1**

Lots 6, 7, 16, 17 and 18, Block 13, Tract No. 1 Silver Lake Pines, in the County of Mono, State of California, as per map recorded in Book 1, Page 2 of Maps in the office of the County Recorder of said County, said lots being merged in Notice of Merger 96-369, dated October 15, 1996, as recorded in Book 748, Page 262 of Official Records, in said County Recorder.

EXCEPTING THEREFROM that portion of said Lot 18 as contained in the final order of condemnation in favor of California Interstate Telephone Company Case 3284 described as follows:

Commencing on the common boundary between Lots 18 and 19 of said Block 13, Tract No.1 Silver Lake Pines and specifically beginning at the copperweld monument located at the most northwesterly corner of said Lot 19 as indicated by Record of Survey recorded June 25, 1963, at Book 3 of Maps at Page 73 of said county; thence S66°22'E, for a distance of 21.5 feet, more or less, to the TRUE POINT OF BEGINNING; thence northeasterly, at approximately right angles to the said boundary between the said Lots 18 and 19, for a distance of 2 feet, more or less; thence southeasterly and nearly parallel with the said boundary for a distance of 24 feet, more or less; thence southwesterly at approximately right angles to the said boundary for a distance of 3 feet, more or less; thence northwesterly along the said boundary between Lots 18 and 19 to the TRUE POINT OF BEGINNING.

ALSO EXCEPT that portion of said land lying northeasterly of the following described line:

Commencing at the westerly corner of said Lot 18, thence northeasterly along the southeasterly Right of Way of Crawford Ave., N28°08'E, 60.00 feet, to the TRUE POINT OF BEGINNING; thence leaving said Right of Way, S63°35'19"E, 199.76' more or less to a point on the northwesterly Right of Way of Boulder Drive, said point being S28°08'W 50.00' along said Right of Way of Boulder Drive from the southerly corner of said Lot 6.

Said parcel of Land Containing: 10.541 sq. ft., 0.24 acres more or less.

Legal Description Prepared By:



Guy Bien, L.S. 7724
Lic. Expires 12/31/19



**LEGAL DESCRIPTION
FOR
LOT LINE ADJUSTMENT 18-001MC
PARCEL 2**

Lots 6, 7, 16, 17 and 18, Block 13, Tract No. 1 Silver Lake Pines, in the County of Mono, State of California, as per map recorded in Book 1, Page 2 of Maps in the office of the County Recorder of said County, said lots being merged in Notice of Merger 96-369, dated October 15, 1996, as recorded in Book 748, Page 262 of Official Records, in said County Recorder.

EXCEPT THEREFROM that portion of said land lying southwesterly of the following described line:

Commencing at the westerly corner of said Lot 18, thence northeasterly along the southeasterly Right of Way of Crawford Ave., N28°08'E, 60.00 feet, to the TRUE POINT OF BEGINNING; thence leaving said Right of Way, S63°35'19"E, 199.76' more or less to a point on the northwesterly Right of Way of Boulder Drive, said point being S28°08'W 50.00' along said Right of Way of Boulder Drive from the southerly corner of said Lot 6.

TOGETHER WITH the southwesterly 10.00 feet of Lot 15, Block 13 of said Tract No. 1 Silver Lake Pines.

Said parcel of Land Containing: 16.123 sq. ft., 0.37 acres more or less.

Legal Description Prepared By:



Guy Bien, L.S. 7724
Lic. Expires 12/31/19



**LEGAL DESCRIPTION
FOR
LOT LINE ADJUSTMENT 18-001MC
PARCEL 3**

Lots 13, 14 and 15, Block 13, Tract No. 1 Silver Lake Pines, in the County of Mono, State of California, as per map recorded in Book 1, Page 2 of Maps in the office of the County Recorder of said County.

EXCEPTING THEREFROM the southwesterly 10.00 feet of said Lot 15.

Said parcel of Land Containing: 16,931 sq. ft., 0.39 acres more or less.

Legal Description Prepared By:



Guy Bien, L.S. 7724
Lic. Expires 12/31/19

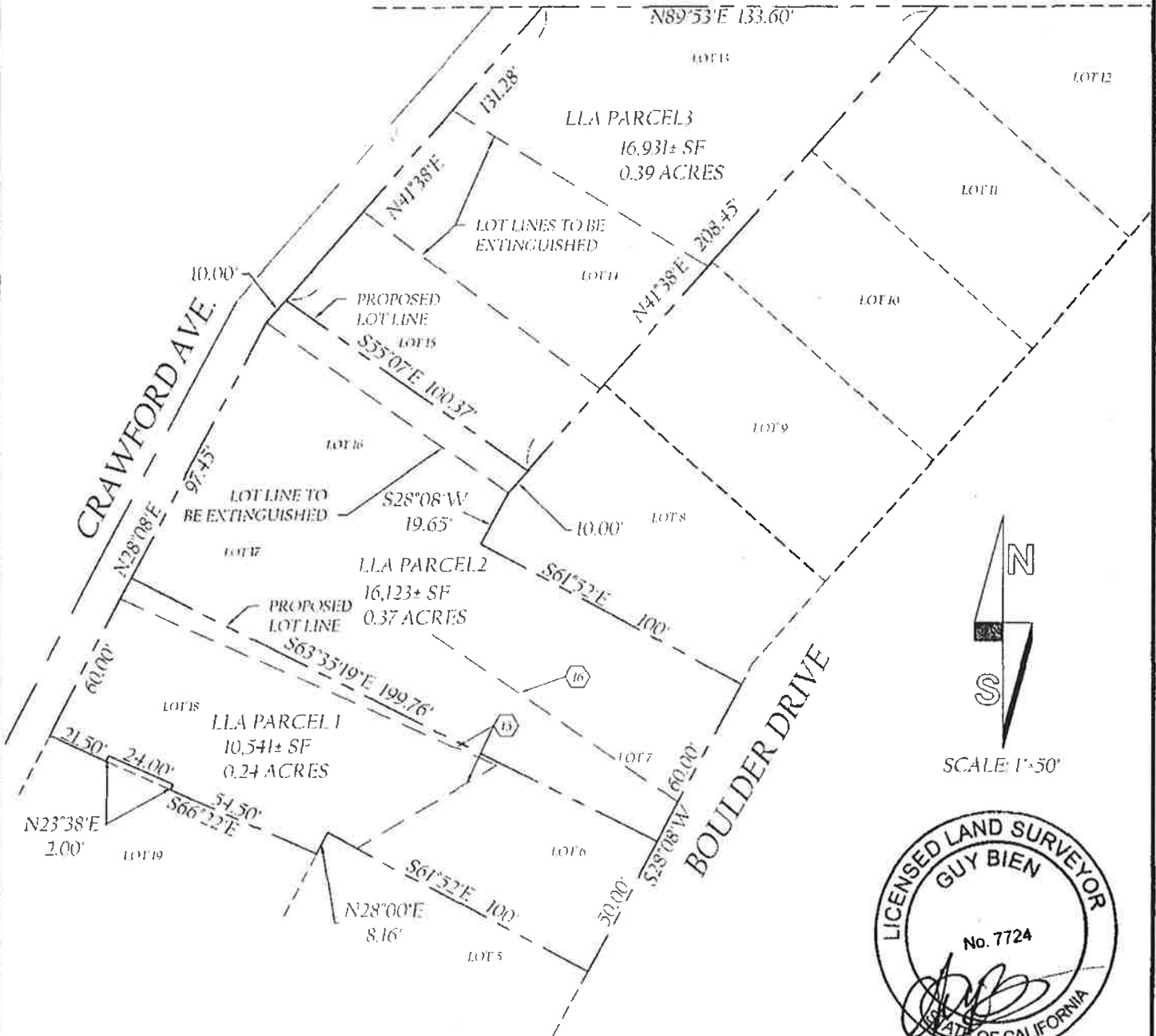


EXHIBIT "B"

LOT LINE ADJUSTMENT 18-001MC

SIERRA INN

- 15 UTILITY EASEMENT FOR POLE LINES PER 21/62 O.R.
- 16 UTILITY EASEMENT FOR POLE LINES PER 21/63 O.R.



SEE CERTIFICATE OF COMPLIANCE EXHIBIT FOR LEGAL DESCRIPTIONS OF LOT LINE ADJUSTMENT PARCELS

GB 18-001LLA

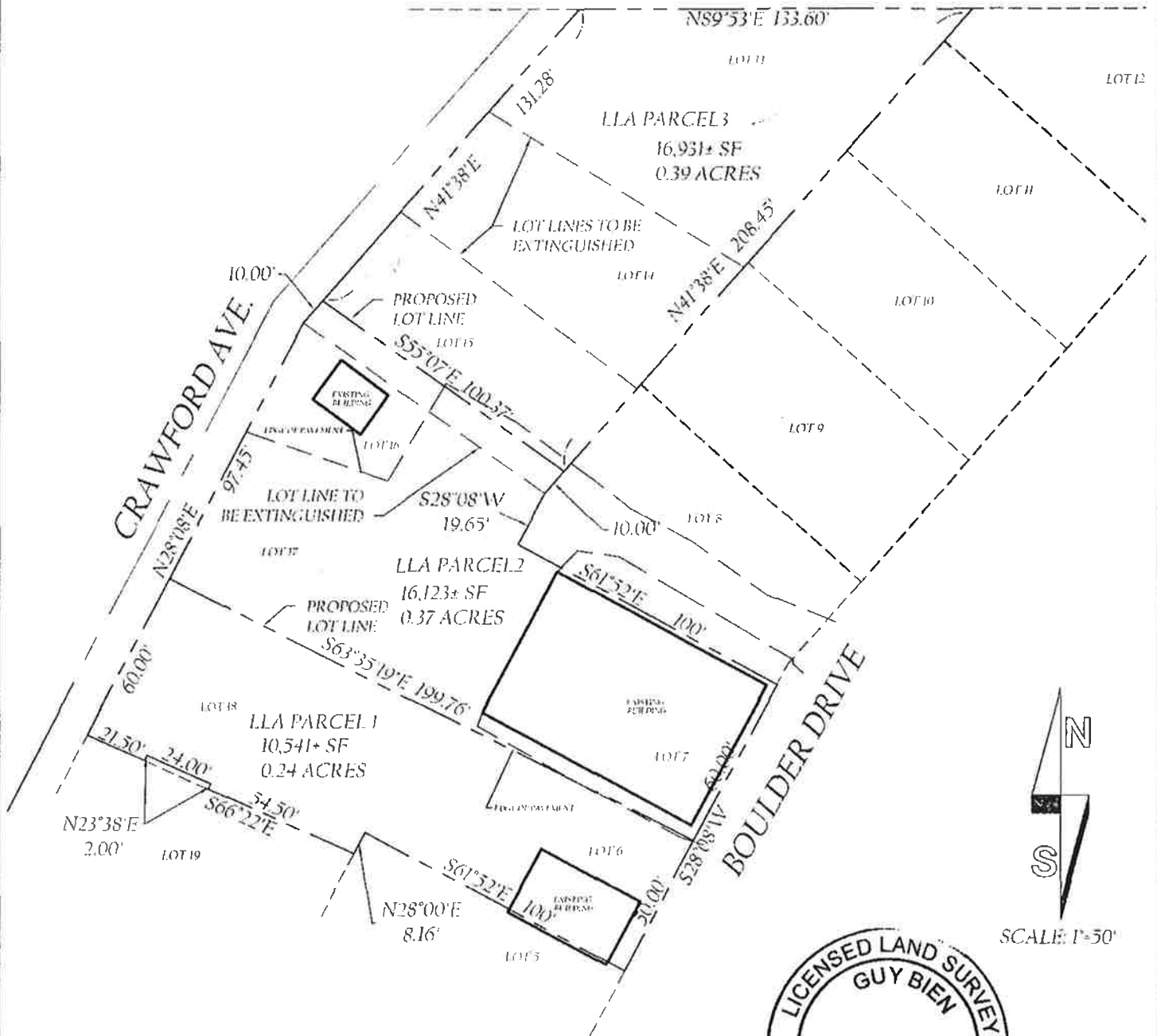
Eastern Sierra Land Surveys, Inc.

RECORDING INFORMATION:

EXHIBIT "C"

LOT LINE ADJUSTMENT 18-001MC

SIERRA INN



SCALE: 1"=50'



SEE CERTIFICATE OF COMPLIANCE EXHIBIT FOR LEGAL DESCRIPTIONS
OF LOT LINE ADJUSTMENT PARCELS
GB 18-001 LLA





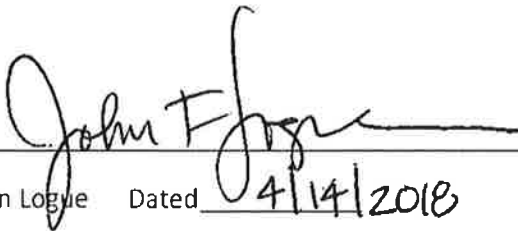
Parking Agreement

LLA18-001 MC Logue

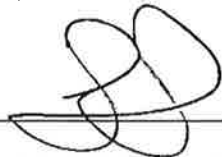
This agreement is between Ernie's Tackle and Ski Shop (ETSS) and B-ROC, LLC (BROC) to memorialize a reciprocal parking agreement for their shared lots.

Both parties agree to the following:

1. Each party is responsible for their own snow removal and is expected to conduct snow removal (both during and after storms) in a timely matter (as limited by snow removal companies).
2. ETSS customers are allowed to park on the BROC side at all times. BROC customers can park on the ETSS side from 6 pm to 8 am.
3. No long term parking is permitted on either side.
4. Overnight parking is only permitted on BROC side. Signage will be posted and listed on BROC's website.
5. In the event a car needs to be towed, the party whose lot is occupied may call a towing company and bill the car owner.
6. Ingress and egress to the parking lot should remain open to both parties.
7. Customers of either party are not permitted to park and block BROC loading dock. Signage will be placed as well.

X 
John Logue Dated 4/14/2018

Owner, Ernie's Tackle and Ski Shop

X 
Jamie Schectman Dated: 4/15/18

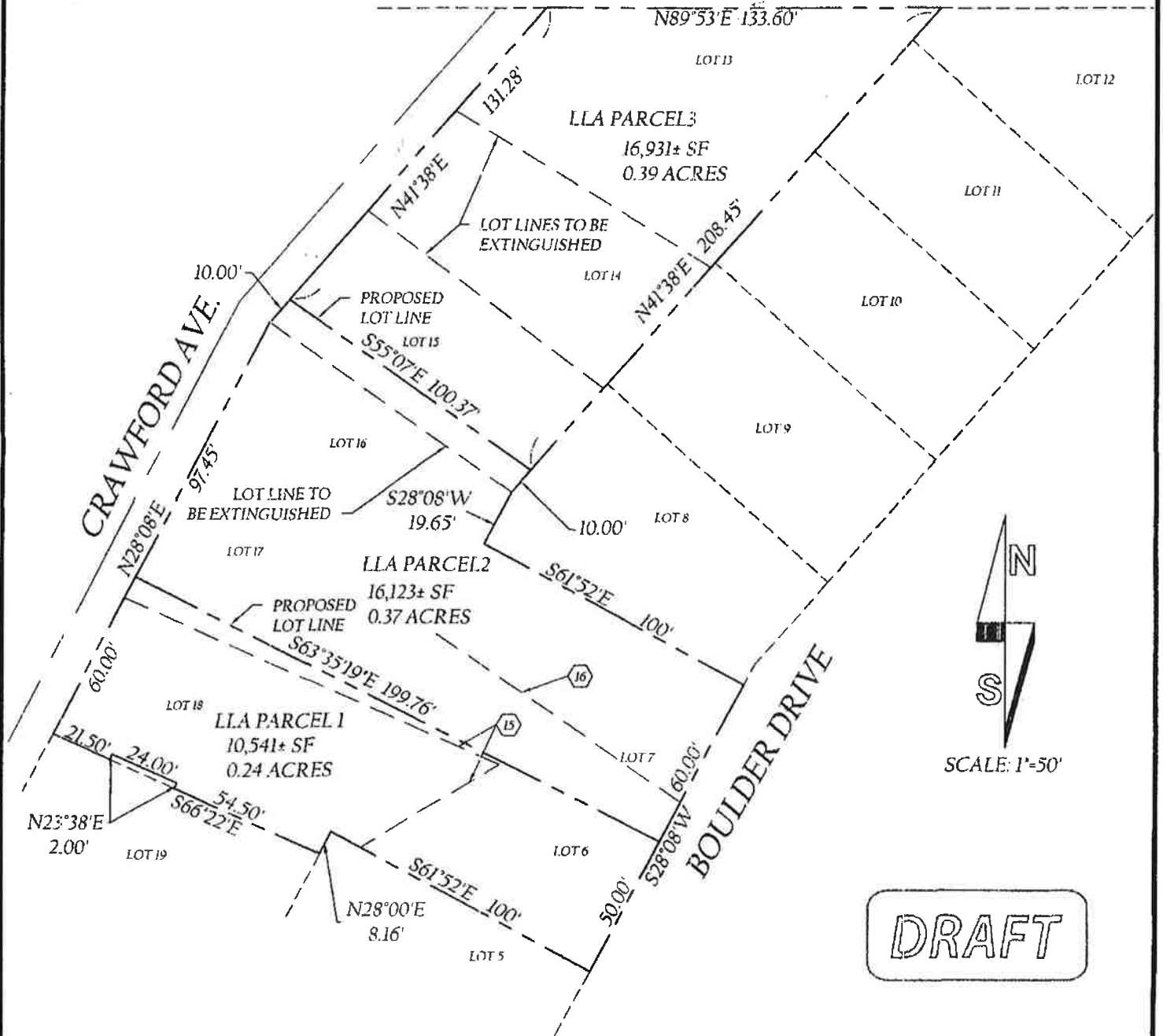
President, BROC LLC

EXHIBIT "B"

LOT LINE ADJUSTMENT 18-XXXMC

SIERRA INN

- (15) UTILITY EASEMENT FOR POLE LINES PER 21/62 O.R.
- (16) UTILITY EASEMENT FOR POLE LINES PER 21/63 O.R.



SCALE: 1"=50'

DRAFT

SEE CERTIFICATE OF COMPLIANCE EXHIBIT FOR LEGAL DESCRIPTIONS OF LOT LINE ADJUSTMENT PARCELS

GB 18-001 LLA

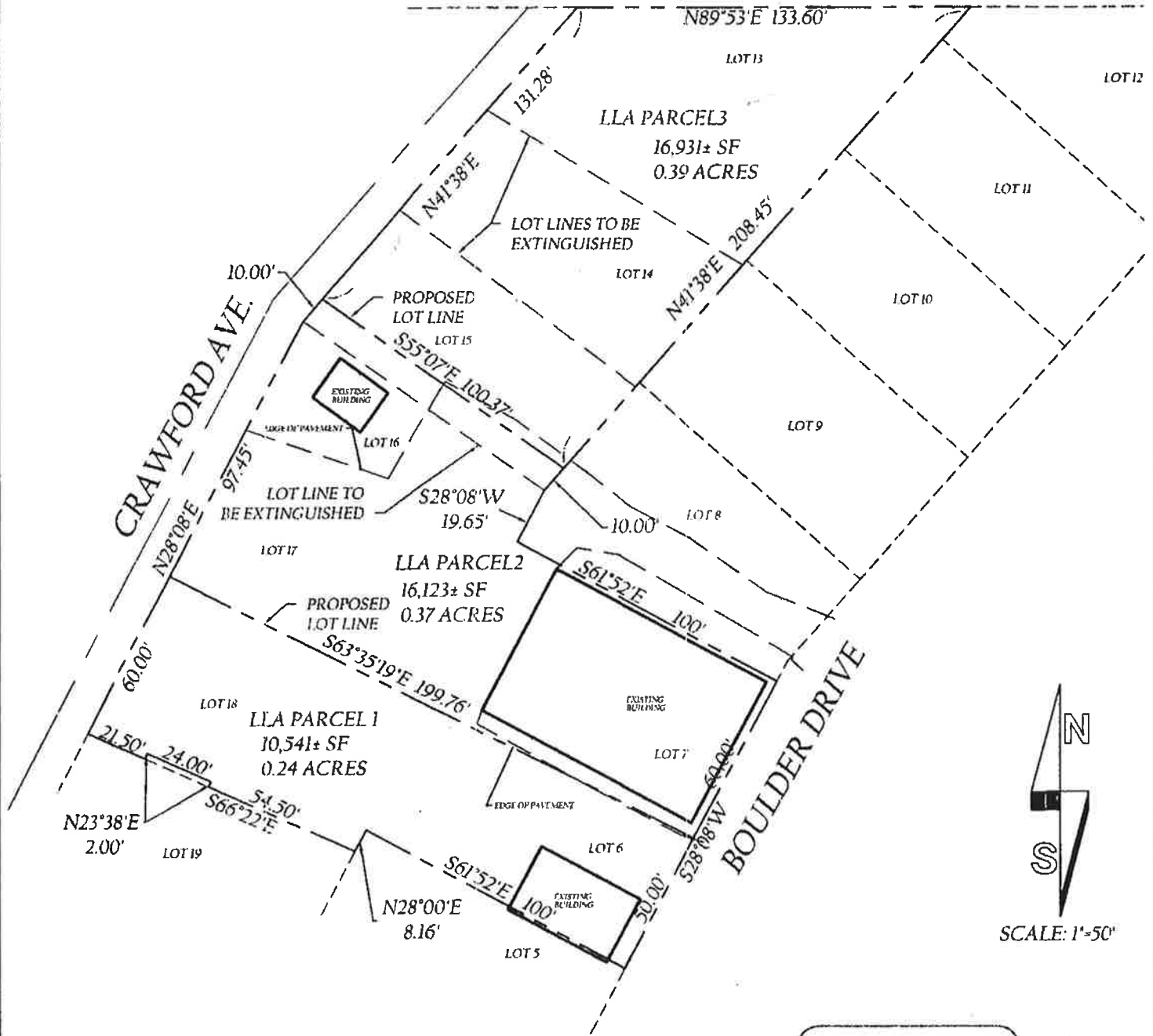


RECORDING INFORMATION:

EXHIBIT "C"

LOT LINE ADJUSTMENT 18-XXXMC

SIERRA INN



SCALE: 1"=50'

DRAFT

SEE CERTIFICATE OF COMPLIANCE EXHIBIT FOR LEGAL DESCRIPTIONS
OF LOT LINE ADJUSTMENT PARCELS
CB 18-001.LLA



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

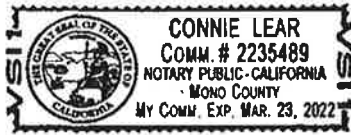
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of MONO }

On April 15, 2018 before me, CONNIE LEAR
Date Here Insert Name and Title of the Officer
personally appeared JAMIE SCHECTMAN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Connie Lear
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of mono }

On 4/14/18 before me, Connie Lear
Date Here Insert Name and Title of the Officer

personally appeared John Logue
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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WITNESS my hand and official seal.

Signature Connie Lear
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

Scheckventures, LLC
PO Box 40
June Lake, CA 93529

Doc # 2019003871
Page 1 of 4
Date 10/15/2019 03:50P
Filed by GENERAL PUBLIC
Filed & Recorded in Official Records
of MONO COUNTY
SHANNON KENDALL
CLERK-REORDER
Fee. \$168 00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SNOW STORAGE AGREEMENT

This Snow Storage Agreement ("Agreement") is made and entered into as of the day of 10/15/2019, 2019 (the "Effective Date"), by and between APN 015-075-021 and APN 015-075-029. The Agreement is being made in order to satisfy the requirements of the Mono County General Plan, Chapter 4, General, 04 300, "Snow storage requirements"

RECITALS

- 1 As described in "Exhibit A", property APN 015-075-021 will be referred to as "PARCEL 1" and APN 015-075-029 will be referred to as "PARCEL 2"
- 2 Snow removal of ingress, egress and parking areas of PARCEL 2 shall be the responsibility of the property owner(s) of PARCEL 2 and shall comply with the Mono County General Plan
- 3 PARCEL 2 may utilize the entire land area of PARCEL 1 for snow storage
- 4 The Mono County Community Development Director shall be notified of any change in ownership of PARCEL 1
- 5 Snow storage indicated on PARCEL 1 shall remain available and in effect unless and until the use on PARCEL 2 is modified through an approval by the Community Development Department such that the snow storage for PARCEL 2 on PARCEL 1 is no longer required, and a subsequent recording is made against PARCEL 1
- 6 An additional shared parking agreement exists with PARCEL 2 and APN# 015-075-028, Ernie's Tackle and Ski Shop, allowing PARCEL 2 customers to park on the neighboring property from 6 00 pm to 8 00 am. See Lot line adjustment #18-001 MC, Recorded Document #2018-001496

JAMIE SCHECTMAN

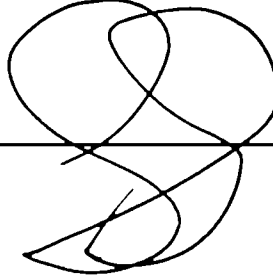
PRINT NAME Property Owner of APN 015-075-021

Signature & Date

JAMIE SCHECTMAN

PRINT NAME Property Owner APN 015-075-029

Signature & Date

A handwritten signature in black ink, appearing to be 'JAMIE SCHECTMAN', written over a horizontal line. The signature is stylized and somewhat abstract.

*SIGNATURE OF OWNERS MUST BE NOTARIZED, ATTACH THE APPROPRIATE ACKNOWLEDGEMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness accuracy or validity of that document

State of California }
County of MONO }

On OCTOBER 15, 2019 before me ZAIRA GONZALES
Date Here Insert Name and Title of the Officer
personally appeared JAMIE SCHECTMAN
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted executed the instrument

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal



Place Notary Seal and/or Stamp Above

Signature Zaira Gonzales
Signature of Notary Public

OPTIONAL

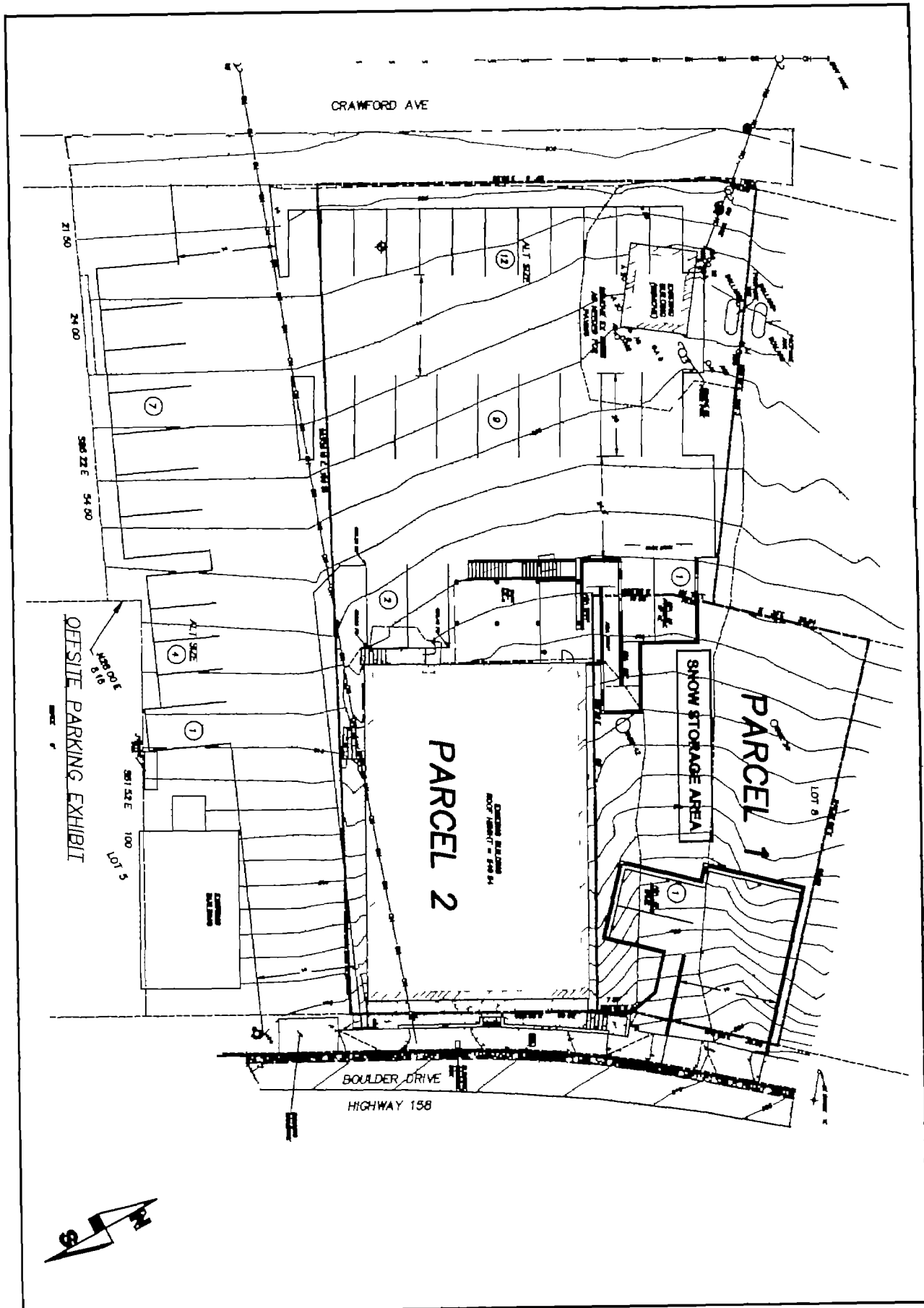
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document

Description of Attached Document

Title or Type of Document SNOW STORAGE AGREEMENT
Document Date 10/15/19 Number of Pages 3
Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name JAMIE SCHECTMAN Signer's Name _____
 Corporate Officer – Title(s) _____ Corporate Officer – Title(s) _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other _____ Other _____
Signer is Representing _____ Signer is Representing _____



1 OF 1	OFFSITE PARKING EXHIBIT PROPOSED BALANCED ROCK SALOON	RMS GROUP LAND DEVELOPMENT PLANNING AND DESIGN SERVICES BOB STRONG PE 540 873 2138		
	2000 PEARSON AVE JAMES LANE, CO 80503			