



**PLANNING DEPARTMENT ADMINISTRATIVE PUBLIC HEARING
SUMMIT COUNTY, UTAH
October 24, 2024**

The Planning Department of Park City, Utah, will hold a Public Hearing in person at the Marsac Municipal Building, Planning Department Conference Room, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online and may have options to listen, watch, or participate virtually.

ZOOM Link: <https://us02web.zoom.us/j/88167820277>

1. REGULAR AGENDA - 12:00PM

- 1.A. **751 Main Street – Modification of an Administrative Conditional Use Permit** – The Applicant Proposes a Modification of an Administrative Conditional Use Permit to Replace an Outdoor Dining Yurt with Three New Alpenglobes at Butcher’s Chop House in the Historic Recreation Commercial Zoning District. PL-24-06286
(A) Public Hearing; (B) Action
- 1.B. **9200 Marsac Avenue – Administrative Conditional Use Permit** – The Applicant Proposes two Yurts Totalling 1,020 Square Feet and Outdoor Dining for 41 People with a 1,930-Square-Foot Deck on the Existing Lawn Outside the Empire Day Lodge in the Residential Development Zoning District and Sensitive Land Overlay. PL-24-06197
(A) Public Hearing; (B) Final Action
- 1.C. **501 Park Avenue – Administrative Conditional Use Permit** – The Applicant Proposes a Retaining Wall Greater Than 6 Feet in Height in the Historic Residential - 1 (HR-1) Zoning District. PL-24-06296
(A) Public Hearing; (B) Action

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the Planning Department at 435-615-5060 or planning@parkcity.org at least 24 hours prior to the meeting.

***Parking is available at no charge for meeting attendees who park in the China Bridge parking structure.**

Planning Department Staff Report



Subject: 751 Main Street
Application: PL-24-06286
Author: Jacob Klopfenstein, Planner I
Meredith Covey, Planner I
Date: October 24, 2024
Type of Item: Modification of an Administrative Conditional Use Permit

Recommendation

(I) Review the Modification of an Administrative Conditional Use Permit (ACUP) to replace an outdoor dining Yurt with three new Alpenglobes at Butcher's Chop House (751 Main Street), (II) conduct a public hearing, and (III) consider approving the Modification of an ACUP based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant: Ron Wedig, Butcher's Chop House
Location: 751 Main Street
Zoning District: Historic Recreation Commercial
Adjacent Land Uses: Residential, Commercial, Public Plazas
Reason for Review: Planning Staff reviews and takes Final Action on Modifications of Administrative Conditional Use Permits.¹

ACUP Administrative Conditional Use Permit
HRC Historic Recreation Commercial Zoning District
LMC Land Management Code

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC [§ 15-15-1](#).

Summary

Butcher's Chop House obtained Administrative Conditional Use Permit (ACUP) approval in 2023 to allow outdoor dining during the winter months, utilizing a Yurt and three Alpenglobes² (see Exhibit D, July 20, 2023, ACUP Final Action Letter for 751 Main Street). The Applicant proposes to modify this approval to utilize three additional Alpenglobes in place of the Yurt, for a total of six Alpenglobes.

Butcher's Chop House is located at 751 Main Street in units C-101A, C-101, and C-107

¹ LMC § [15-1-8\(E\)](#)

² An Alpenglobe is an outdoor dining shelter manufactured by the brand bearing the same name.

of the Caledonian Condominiums Plat (see Exhibit C, Caledonian Condominiums Plat). The Outdoor Dining Area is located on the northwest side of the Caledonian Condo building, adjacent to Town Lift and Park Avenue:

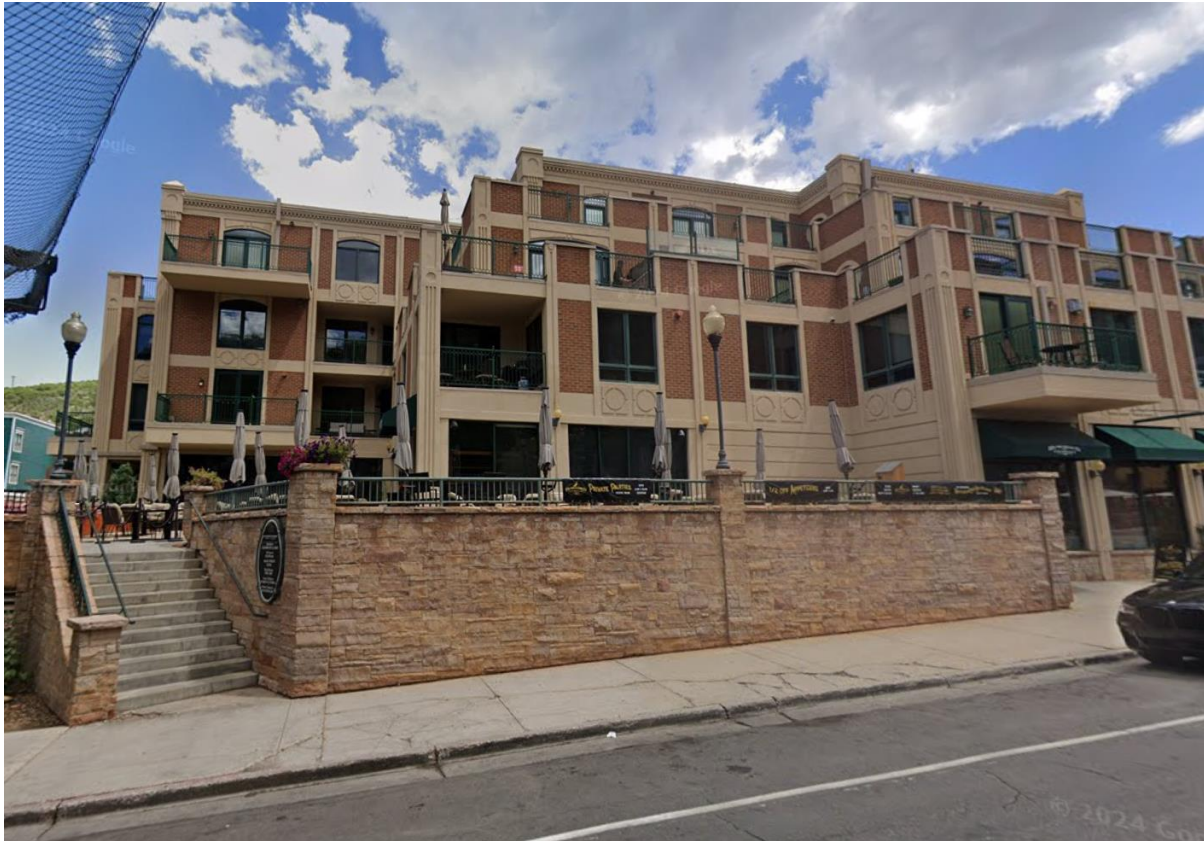


Figure 1: The Outdoor Dining Area at Butcher's Chop House, 751 Main Street, viewed from Park Avenue on the west side

The outdoor dining area operates year-round, with temporary Structures in the winter months and tables, chairs, and umbrellas in warmer months to accommodate restaurant patrons.

Background

The restaurant's outdoor dining area has been in operation since 2003. The following permits are related to outdoor dining at Butcher's Chop House:

- On November 24, 2020, the Applicant submitted Building Permit #20-1399 to install a Yurt for outdoor dining.
- On December 14, 2020, the Applicant submitted Building Permit #20-1462 to install three Alpenglobes for outdoor dining.
- On December 9, 2021, the Planning Director approved the Applicant's request to install a Yurt and three Alpenglobes for outdoor dining during the 2021-2022 Winter season.
- On December 16, 2022, the Planning Director approved an ACUP to install a Yurt and three Alpenglobes for outdoor dining during the 2022-2023 Winter season.

On July 20, 2023, the Planning Director approved an ACUP for permanent, year-round outdoor dining on the patio to the west of Butcher's Chop House, utilizing Temporary Structures in the winter months and tables, chairs, and umbrellas in the warmer months to accommodate restaurant patrons.

In May 2024, the Land Management Code (LMC) was amended to add LMC [§ 15-13-10 Standards For Temporary Structures in Historic Districts](#). Administrative Permits for Temporary Structures in Historic Districts approved under LMC [§ 15-13-10](#) are valid for five years. After the five-year period, applicants must submit a new application for the Temporary Structures. LMC [§ 15-13-10](#) also requires a Historic District Design Review Pre-Application for Temporary Structures and prohibits yurts.

The outdoor dining Area is considered limited common area on the Caledonian Condominiums plat, and Section 9 of the Applicant's lease agreement (Exhibit E) allows the use of the elevated patio, as outlined below:

9. COMMON AREAS

(a) Tenant and Tenant's customers, employees and visitors shall have the right, in common with all others granted similar rights by Landlord, to the nonexclusive use of all Common Areas provided by Landlord from time to time for the Commercial Space. Unless otherwise specified in the Special Stipulations, Tenant and its customers, employees and invitees shall pay the parking fees charged by the operator of the parking garage to the general public for the use of the parking spaces in the lower level of the Building.

Figure 2: Excerpt from Butcher's Chop House Lease Agreement indicating that tenant may use common areas.

The patio area is approximately 1,500 square feet. Each proposed Alpenglobe can seat a maximum of eight people. The Applicant's proposal to utilize a total of six Alpenglobes in the outdoor dining Area would accommodate a maximum of 48 people during the winter season.

Analysis

(I) The proposal to modify the ACUP approval to replace an outdoor dining Yurt with three new outdoor dining Alpenglobes complies with Land Management Code (LMC) [Chapter 15-2.5](#), Historic Recreation Commercial (HRC) Zoning District.

Butcher's Chop House (751 Main Street) is in the HRC Zoning District. "Restaurant and Café, outdoor dining" is a Conditional Use in the HRC Zoning District and requires an ACUP, pursuant to LMC [§ 15-2.5-2\(B\)](#).

The purposes of the HRC Zoning District are outlined in LMC [§ 15-2.5-1](#) as follows:

- A. maintain and enhance characteristics of Historic Streetscape elements such as yards, trees, vegetation, and porches;
- B. encourage pedestrian oriented, pedestrian-scale Development;
- C. minimize visual impacts of automobiles and parking;

- D. preserve and enhance landscaping and public spaces adjacent to Streets and thoroughfares;
- E. provide a transition in scale and land Uses between the HR-1 and HCB Districts that retains the character of Historic Buildings and/or Structures in the Area;
- F. provide a moderate Density bed base at the Town Lift;
- G. allow for limited retail and Commercial Uses consistent with resort bed base and the needs of the local community;
- H. encourage preservation and rehabilitation of Historic Buildings and/or Structures and resources; and
- I. maintain and enhance the long-term viability of the downtown core as a destination for residents and tourists by ensuring a Business mix that encourages a high level of vitality, public Access, vibrancy, activity, and public/resort-related attractions.

The year-round outdoor dining Use at Butcher’s Chop House promotes the purposes above by activating a patio adjacent to the pedestrian-oriented Town Lift Plaza creating a vibrant space populated with people.

The outdoor dining Use of the restaurant is also consistent with the Zoning District’s resort bed base and enhances the long-term viability of the downtown core as a destination for residents and tourists by providing an outdoor dining experience near the ski lift.

(II) The proposal to modify the ACUP approval to replace an outdoor dining Yurt with three new outdoor dining Alpenglobes complies with LMC [§ 15-4-16](#) *Temporary Structures, Tents, and Vendors*.

A “Temporary Structure” is defined in LMC [§ 15-15-1](#) as “a standalone Structure, or a Structure that is partially affixed to an existing Building on a temporary basis not to exceed 180 days as set forth by the International Building Code.” Based on this definition, Alpenglobes are considered a Temporary Structure.

LMC [§ 15-4-16](#) outlines required standards for Temporary Structures, Tents, and Vendors, outlined below with analysis:

Requirement	Analysis of Proposal
The Applicant shall provide written notice of the Property Owner’s permission.	Complies: The Applicant’s lease agreement allows for the use of common area, including the outdoor dining Area, for restaurant customers.
The proposed Use should not diminish existing parking. Any net loss of parking shall be mitigated in the	Complies: The outdoor dining Area is in an elevated patio adjacent to a pedestrian plaza and does not diminish existing parking. Off-Street Parking for the Caledonian Condo building is located underground,

Applicant's plan.	per the recorded plat (see Exhibit C). See Section IV for Off-Street Parking analysis.
The proposed Use shall not impede pedestrian circulation, emergency Access, or any other public safety measure.	Complies: The Alpenglobes have one door and a maximum capacity of eight people. Because of their location on an elevated patio adjacent to a pedestrian plaza, they will not impede pedestrian circulation. Temporary Structures require a fire permit prior to installation and require emergency Access.
The Use shall not violate the Noise Ordinance, Municipal Code Chapter 6-3.	Condition of Approval recommended: Condition of Approval 2 requires the outdoor dining Use to comply with the Noise Ordinance.
The Use shall comply with the LMC, the signage shall comply with the Sign Code, Title 12, and the lighting shall comply with Illumination Section 12-4-9.	Condition of Approval recommended: Condition of Approval 3 requires exterior lighting to be down-directed, fully shielded, and a maximum of 3,000 degrees Kelvin. The Applicant does not propose any signage.
The Use shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gathering; shall not violate the International Building Code; and shall adhere to all applicable City and State licensing ordinances.	Condition of Approval recommended: Condition of Approval 4 requires compliance with all state and local codes, as well as building codes and licensing requirements.

(III) The proposal to modify the ACUP approval to replace an outdoor dining Yurt with three new outdoor dining Alpenglobes complies with LMC [§ 15-4-21\(B\)\(1\)](#) *Outdoor Dining*.

LMC [§ 15-4-21\(B\)\(1\)](#) outlines supplemental regulations governing outdoor dining. These are outlined below with analysis:

Requirement	Analysis of Proposal
The proposed seating Area is	Complies: The proposed seating area is in common

located on private Property or leased public Property and does not diminish parking or landscaping.	area of the Caledonian Condos Plat. The applicant's lease agreement allows for use of the common area by Butcher's Chop House restaurant and its patrons.
The proposed seating Area does not impede pedestrian circulation.	Complies: As outlined above, the proposed Alpenglobes will not impede pedestrian circulation because they are sited on a patio adjacent to a pedestrian plaza.
The proposed seating Area does not impede emergency Access or circulation.	Complies: As outlined above, Temporary Structures require a fire permit prior to installation and require emergency Access.
The proposed furniture is Compatible with the Streetscape.	Complies: Each Alpenglobe will include one wood table with a metal base. This furniture is consistent with the Alpenglobes that were previously approved for use at Butcher's Chop House and with Alpenglobes used at other restaurant locations in the Main Street area.
No music or noise is in excess of the City Noise Ordinance, Title 6.	Condition of Approval recommended: Per the Applicant guests can play music inside the Alpenglobes. Condition of Approval 2 requires the outdoor dining Use to comply with the Noise Ordinance. Amplified outdoor music is prohibited.
No Use after 10:00 p.m.	Condition of Approval recommended: Butcher's Chop House is open from 4-10 PM daily. Condition of Approval 5 requires the Applicant to ensure the outdoor dining Area is vacant by 10:00 PM.
Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand.	Condition of Approval recommended: The six proposed Alpenglobes will seat a maximum of 48 people, so the Alpenglobes will not produce additional parking demand. Condition of Approval 14 requires the applicant to submit occupancy information for the restaurant that is consistent with Building Department requirements as part of the Building Permit application.

(IV) The proposal, as conditioned, complies with LMC § [15-13-10](#) Standards For Temporary Structures In Historic Districts.

LMC § 15-13-10 outlines the requirements for temporary Structures in Historic Districts as outlined below:

Requirement	Analysis of Proposal
<i>Location:</i> Temporary Structures shall not impede or obstruct pedestrian circulation. Proposed locations shall be reviewed and approved by the Chief Building Official, Fire Marshal, and Park City Fire District. Temporary Structures shall comply with Setback requirements.	Condition of Approval Recommended: The proposed location of the structures will not impede pedestrian circulation. Condition of Approval 9 requires that the Applicant shall have the locations of the proposed Temporary Structures reviewed and approved by the Chief Building Official, Fire Marshal, and Park City Fire District prior to installation. The property at 751 Main has three front setbacks. In the HRC Zoning District the Front Setback is 10 feet pursuant to LMC § 15-2.5-3(A). Per the recorded plat (Exhibit C) the existing patio on which the Temporary Structures are proposed to be placed, is set back approximately seven feet at the narrowest point. Condition of Approval 10 requires that the Alpenglobes shall be set back 10 feet from the front property line.
<i>Materials:</i> Temporary Structures shall: be of durable, weatherproof materials; have wall and roofing materials that are non-reflective with a Solar Reflectivity Index (SRI) of 35 or less; consist of materials that are neutral and earth-toned or white in color;	Complies: The Alpenglobes are constructed of all-weather materials that can withstand heavy wind and snow loads. The Alpenglobes are constructed of wood, glass, and have a metal roof. The roof has a matte plastic cover covering the steel. The materials are non-reflective. Per the Applicant the materials are to be wood and polycarbonate. The stain is a matte natural earth toned in color.

be limited to no more than three (3) different materials; use materials that are compatible with the Primary Structure; and be uniform when more than one Temporary Structure is approved for a Site.	The Alpenglobes are not constructed of more than three different materials The Primary Structure is stone and brick in material. The Alpenglobes material are compatible with the Primary Structure. The proposed additional three Alpenglobes are uniform and are the same as the three Alpenglobes that are approved on the site.
<i>Glazing:</i> Glazing shall be clear. Metallic, frosted, tinted, stained, textured, and/or reflective finishes are prohibited.	Condition of Approval Recommended: The glazing is to be clear. Condition of Approval 11 requires that there shall be no metallic, frosted, tinted, stained, textured, and/or reflective finishes.
<i>Lighting:</i> Exterior and interior lighting shall be Fully Shielded, down-directed, with light bulbs 3,000 degrees Kelvin or less.	Condition of Approval Recommended: Condition of Approval 3 requires exterior lighting to be down-directed, fully shielded, and a maximum of 3,000 degrees Kelvin.
<i>Signage:</i> Signage on Temporary Structures is prohibited	Complies: The Applicant does not propose any signage as part of this installation.
<i>Ornamentation:</i> Banners, bunting, scrollwork, finials, and other ornamentation are prohibited.	Complies: The Applicant does not propose any ornamentation on the Alpenglobes.
<i>Installation on Historic Sites:</i> Temporary Structures, or portions thereof, shall not be directly connected to historic materials.	Complies: The Alpenglobes will not be connected to historic materials.

<i>Energy Efficiency:</i> Temporary Structures shall incorporate best practices in energy-efficient materials and sustainable operating and mechanical systems.	Complies: Per the Applicant the Alpenglobes will utilize energy only during the hours of operation which will be from 4:00 pm to 10:00 pm
<i>Maximum Size:</i> Temporary Structures shall be subordinate in Scale to the Primary Structure. Temporary Structures shall be no taller than eighteen feet (18') or two feet (2') below the ridgeline of the Primary Structure, whichever is less, measured from Existing Grade to the topmost roof ridge.	Complies: The Alpenglobes will be no taller than nine feet in height.
<i>Ongoing Maintenance:</i> Damaged materials shall be replaced or repaired as necessary to maintain the health and safety of the occupants and a clean appearance.	Condition of Approval Recommended: Condition of Approval 12 requires that damaged materials shall be replaced or repaired as necessary.
<i>Dates of Installation:</i> Winter Temporary Structures are only permitted from November 15th through April 30th. Summer Temporary Structures are only permitted from April 30th through October 30th.	Condition of Approval Recommended: Condition of Approval 8 requires that the Temporary Structures be installed only from November 15th to April 30th.
Review	Condition of Approval Recommended: Condition

Approved Administrative Permits for Temporary Structures are valid for five (5) years. A Historic District Review Pre-Application is required for Temporary Structures.	of Approval 13 requires that after five years the Applicant shall submit a new Administrative Permit Application. Condition of Approval 7 requires that the Applicant shall go through the Historic District Review Pre-Application process prior to installation.
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(V) The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC [§ 15-1-10\(E\)](#).

There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

The Planning Department shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning Department may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards.³

1. Size and Location of the Site: *No unmitigated impacts*

As noted above, the proposed Outdoor Dining Area is in common area of the Caledonian Condos Plat. The applicant's lease agreement allows for Use of the common area by Butcher's Chop House restaurant and its patrons.

Condition of Approval 8 requires the Applicant to install the Temporary Structures no earlier than November 15 and to remove them by April 30 in compliance with LMC [§ 15-13-10](#).

Condition of Approval 9 requires the applicant to place the Alpenglobes in a location that does not block exiting from the structure and to maintain an aisle width that is greater than the width of exit doors, pursuant to [Chapter 10](#) of the International Fire Code and Park City Fire District recommendations.

2. Traffic considerations including capacity of the existing Streets in the Area: *No unmitigated impacts*

³ LMC [§ 15-1-10](#)

The proposed outdoor dining Use is on private property and does not impact any public Rights-of-Way.

3. Utility capacity, including Storm Water run-off: *No unmitigated impacts*

The proposed Alpenglobes will not affect utility capacity.

4. Emergency vehicle Access: *Conditions of Approval recommended*

Condition of Approval 6 requires the Applicant to obtain a fire permit prior to installation of the Alpenglobes and to maintain emergency Access for the Site.

5. Location and amount of off-Street parking: *No unmitigated impacts*

Pursuant to LMC [§ 15-3-6\(B\)](#), “Restaurant, Standard and Bar” Uses require 1 Parking Space per 100 square feet of net leasable Area, including kitchen Areas. Units C-101A, C-101, and C-107 of the Caledonian Condos Plat, in which Butcher’s Chop House is located, total 4,890 square feet. This requires Butcher’s Chop House to provide 49.83 Off-Street Parking Spaces.

Parking requirements for outdoor dining Uses are based on a site-specific review. However, the outdoor dining Area is 1,500 square feet, which would require 15 additional spaces, for a total of 64.83 Parking Spaces required for Butcher’s Chop House.

There are 318 Off-Street, public parking spaces available at lower Main Street that are not reserved for hotel guests, condo owners, or paid monthly parking patrons. The commercial Uses of the Caledonian Condominiums, including Butcher’s Chop House and other commercial tenants, require 74 spaces, leaving 244 Off-Street public Parking Spaces available.

6. Internal vehicular and pedestrian circulation system: *No unmitigated impacts*

As outlined above, the proposed Alpenglobes will not impede pedestrian circulation because they are sited on a patio adjacent to a pedestrian plaza.

7. Fencing, Screening, and landscaping to separate the Use from adjoining Uses: *No unmitigated impacts*

The outdoor dining Area is on an elevated patio above the Park Avenue Right-of-Way. A stone wall and metal railings screen the Area from Park Avenue. Additionally, the Applicant has installed planters around the outdoor dining Area:



Figure 3: Planters installed around the Outdoor Dining Area at 751 Main Street (Butcher's Chop House).

8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots: *No unmitigated impacts*

The Alpenglobes are approximately 9 feet tall and will be subordinate to the Caledonian Condo building. The outdoor dining Area is 1,500 square feet and is adjacent to the building.

9. Usable Open Space: *No unmitigated impacts*

The Applicant does not propose any changes to public Open Space.

10. Signs and lighting: *Condition of Approval recommended*

Condition of Approval 3 requires exterior lighting to be down-directed, fully shielded, and a maximum of 3,000 degrees Kelvin. The Applicant does not propose any signage.

11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing: *Condition of Approval recommended*

Condition of Approval 7 requires the Applicant to obtain permission from the Planning Director or their designee prior to installing the Temporary Structures, in accordance with Historic District Design Review guidelines.

12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site: *Conditions of Approval recommended*

Condition of Approval 2 requires the outdoor dining Use to comply with the Noise Ordinance. Condition of Approval 5 requires the outdoor dining Area to be vacant and music turned off after 10 PM.

13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas: *No unmitigated impacts*

The additional Alpenglobes will not affect the current delivery and service procedures for the restaurant.

14. Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities: *No unmitigated impacts*

The property is owned by JP's Nevada LLC, the restaurant is owned by Jesse Shelter, and the restaurant is managed by Ronnie Wedig. The Applicant has provided a copy of the lease agreement for the restaurant.

15. Within and Adjoining Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, Park City Soils Ordinance, Steep Slopes: *No unmitigated impacts*

751 Main Street is within the Park City Soils Ordinance boundary. Replacing the Yurt with three Alpenglobes would not disturb soils and would not create impacts to environmentally sensitive lands. The project Area is not located on a steep slope or in an Area with Physical Mine Hazards.

16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however, such review for consistency shall not alone be binding.

[Goal 11](#) of the General Plan outlines the goal to support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience.

As outlined above, year-round outdoor dining within the HRC Zoning District is consistent with the goals of the General Plan and balances the need to support the tourist economy and local residents. Activation of outdoor dining brings a feeling of vibrancy, especially within the Commercial areas of Old Town. Many restaurants in the vicinity also have outdoor dining at various times throughout the year.

(VI) The Development Review Committee reviewed the proposal on October 15, 2024 and requires no Conditions of Approval.⁴

Department Review

The Planning Department reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on October 8, 2024. Staff mailed courtesy notice to property owners within 300 feet on October 9, 2024.

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The Planning Director may approve the Modification of an Administrative Conditional Use Permit for 751 Main Street.
- The Planning Director may deny the Modification of an Administrative Conditional Use Permit for 751 Main Street and direct staff to make Findings for the denial: or
- The Planning Director may request additional information and continue the discussion to a date certain or uncertain.

Exhibits

Exhibit A: Draft Final Action Letter

Exhibit B: Applicant's Plans

Exhibit C: Caledonian Condominiums Plat

Exhibit D: July 20, 2023, ACUP Final Action Letter for 751 Main Street

Exhibit E: Lease Agreement for 751 Main Street

⁴ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).



Planning Department

October 24, 2024

Ron Wedig
ron@dbparkcity.com

NOTICE OF PLANNING DEPARTMENT ACTION

Description

Address: 751 Main Street (Butcher's Chop House)

Zoning District: Historic Recreation Commercial

Application: Modification to an Administrative Conditional Use Permit

Project Number: PL-24-06286

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: October 24, 2024

Project Summary: The Applicant proposes a Modification of an Administrative Conditional Use Permit to replace an Outdoor Dining yurt with three new Alpenglobes at Butcher's Chop House (751 Main Street).

Action Taken

On October 24, 2024, the Planning Department conducted a public hearing and approved the Modification of an Administrative Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. Butcher's Chop House is located at 751 Main Street in units C-101A, C-101, and C-107 of the Caledonian Condominiums Plat.
2. Butcher's Chop House has had Outdoor Dining since 2003. The following permits are related to Outdoor Dining at Butcher's Chop House:
 - a. On November 24, 2020, the Applicant submitted Building Permit #20-1399 to install a yurt for Outdoor Dining.
 - b. On December 14, 2020, the Applicant submitted Building Permit #20-1462 to install three Alpenglobes for Outdoor Dining.



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- c. On December 9, 2021, the Planning Director approved the Applicant's request to install a yurt and three Alpenglobes for Outdoor Dining during the 2021-2022 Winter season.
 - d. On December 16, 2022, the Planning Director approved an ACUP to install a yurt and three Alpenglobes for Outdoor Dining during the 2022-2023 Winter season.
 - e. On July 20, 2023, the Planning Director approved an ACUP for permanent, year-round Outdoor Dining on the patio to the west of Butcher's Chop House, utilizing Temporary Structures in the winter months and tables, chairs, and umbrellas in the warmer months to accommodate restaurant patrons.
3. The Outdoor Dining area is located on the northwest side of the Caledonian Condo building, adjacent to Town Lift and Park Avenue.
4. The applicant currently utilizes Temporary Structures in the winter months, including a yurt and three alpenglobes, for Outdoor Dining in this area. The applicant utilizes tables, chairs, and umbrellas in warmer months to accommodate restaurant patrons.
5. The Outdoor Dining Area is considered limited common area on the Caledonian Condominiums plat, and the Applicant's lease agreement allows the use of the outdoor plaza.
6. The plaza area is approximately 1,500 square feet..
7. The Applicant proposes to replace an outdoor dining yurt with three additional alpenglobes, for a total of six alpenglobes.
8. The alpenglobes can seat a maximum of eight people. The applicant's proposal to utilize a total of six alpenglobes in the Outdoor Dining Area would accommodate a maximum of 48 people.
9. The proposal to modify the ACUP approval to replace an Outdoor Dining yurt with three new Outdoor Dining alpenglobes complies with Land Management Code (LMC) Chapter 15-2.5, Historic Recreation Commercial (HRC) Zoning District.
 - a. The Outdoor Dining use at Butcher's Chop House promotes the purposes of the HRC Zoning District by activating an outdoor patio that serves as a pedestrian-oriented, walkable space. The outdoor patio at Butcher's Chop House is also adjacent to the pedestrian-oriented Town Lift Plaza, and further enhances the pedestrian experience of the Town Lift area by



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providing an adjacent area that is an active, vibrant space and is populated with people.

- b. The Outdoor Dining use of the restaurant is also consistent with the resort bed base and enhances the long-term viability of the downtown core as a destination for residents and tourists by providing residents and tourists with a dining experience that is located near the ski lift and allows them to continue to experience the outdoors as they dine.
10. The proposal to modify the ACUP approval to replace an Outdoor Dining yurt with three new Outdoor Dining alpenglobes complies with LMC § 15-4-16 Temporary Structures, Tents, and Vendors.
- a. A "Temporary Structure" is defined in LMC § 15-15-1 as "a standalone Structure, or a Structure that is partially affixed to an existing Building on a temporary basis not to exceed 180 days as set forth by the International Building Code." Based on this definition, alpenglobes are considered a Temporary Structure.
 - b. LMC § 15-4-16 outlines required standards for Temporary Structures, Tents, and Vendors:
 - i. The Applicant shall provide written notice of the Property Owner's permission.
 - 1. The Applicant's lease agreement allows for the use of common area, including the Outdoor Dining Area, for restaurant customers.
 - ii. The proposed Use should not diminish existing parking. Any net loss of parking shall be mitigated in the Applicant's plan.
 - 1. The Outdoor Dining Area is located in a pedestrian plaza area and does not preclude any use of parking. Off-Street Parking for the Caledonian Condo building is located underground, per the recorded plat.
 - iii. The proposed Use shall not impede pedestrian circulation, emergency Access, or any other public safety measure.
 - 1. The alpenglobes have one door and a maximum capacity of eight people. They will not impede any existing pedestrian circulation.
 - iv. The Use shall not violate the Noise Ordinance, Municipal Code Chapter 6-3



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1. Condition of Approval 2 requires the Outdoor Dining Use to comply with the Noise Ordinance.
 - v. The Use shall comply with the LMC, the signage shall comply with the Sign Code, Title 12, and the lighting shall comply with Illumination Section 12-4-9.
 1. Condition of Approval 3 requires exterior lighting to be down-directed, fully shielded, and a maximum of 3,000 degrees Kelvin. The applicant does not propose any signage.
 - vi. The Use shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gathering. The Use shall not violate the International Building Code. The Applicant shall adhere to all applicable City and State licensing ordinances.
 1. Condition of Approval 4 requires compliance with all state and local codes, as well as building codes and licensing requirements.
11. The proposal to modify the ACUP approval to replace an Outdoor Dining yurt with three new Outdoor Dining alpenglobes complies with LMC § 15-4-21(B)(1) Outdoor Dining.
- a. The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.
 - i. The proposed seating area is located in common area of the Caledonian Condos Plat. The applicant's lease agreement allows for use of the common area by the Butcher's Chop House restaurant and its patrons.
 - b. The proposed seating Area does not impede pedestrian circulation.
 - i. As outlined above, the proposed alpenglobes will not impede pedestrian circulation and will have one door for ingress and egress, and a maximum capacity of eight people.
 - c. The proposed seating Area does not impede emergency Access or circulation.
 - i. As outlined above, Temporary Structures require a fire permit prior to installation that will require emergency Access.
 - d. The proposed furniture is Compatible with the Streetscape.
 - i. Each alpenglobe will include one wood table with a metal base. This furniture is consistent with the alpenglobes that have been previously approved for use at Butcher's Chop House and is



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- consistent with alpenglobes used at other restaurant locations in the Main Street area.
- e. No music or noise is in excess of the City Noise Ordinance, Title 6.
 - i. Condition of Approval 2 requires the Outdoor Dining Use to comply with the Noise Ordinance. The applicant does not propose any amplified outdoor music.
 - f. No Use after 10:00 p.m.
 - i. Butcher's Chop House is open from 4-10 PM daily. Condition of Approval 5 requires the Applicant to ensure the Outdoor Dining Area is vacant and the music turned off after 10:00 PM.
 - g. Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand.
 - i. The six proposed alpenglobes will seat a maximum of 48 people, so the alpenglobes will not produce additional parking demand.
12. The proposal, as conditioned, complies with LMC § 15-13-10 Standards For Temporary Structures In Historic Districts.
- a. Location
 - i. The proposed location of the structures will not impede pedestrian circulation.
 - ii. Condition of Approval 9 requires that the Applicant shall have the locations of the proposed Temporary Structures reviewed and approved by the Chief Building Official, Fire Marshal, and Park City Fire District prior to installation.
 - iii. The property at 751 Main has three front setbacks. In the HRC Zoning District the Front Setback is 10 feet pursuant to LMC § 15-2.5-3(A). Per the recorded plat (Exhibit C) the existing patio on which the Temporary Structures are proposed to be placed, is set back approximately seven feet at the narrowest point.
 - iv. Pursuant to LMC § 15-9-6 "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". The proposed installation of the Temporary Structures will not increase the non-compliance of the Structure into the Front Setback.



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Condition of Approval 10 requires that the Alpenglobes shall be set back 10 feet from the front property line.

b. Materials

- i. The Alpenglobes are constructed of all weather materials that are able to withstand heavy wind and snow loads.
- ii. The Alpenglobes are constructed of wood, glass, and have a metal roof. The roof has a matte plastic cover covering the steel. The materials are non-reflective.
- iii. Per the Applicant the materials are to be wood and polycarbonate. The stain is a matte natural earth toned in color.
- iv. The Alpenglobes are not constructed of more than three different materials
- v. The Primary Structure is stone and brick in material. The Alpenglobes material are compatible with the Primary Structure.
- vi. The proposed additional three Alpenglobes are uniform and are the same as the three Alpenglobes that are approved on the site.

c. Glazing

- i. The glazing is to be clear. Condition of Approval 11 requires that there shall be no metallic, frosted, tinted, stained, textured, and/or reflective finishes.

d. Lighting

- i. Condition of Approval 3 requires exterior lighting to be down-directed, fully shielded, and a maximum of 3,000 degrees Kelvin.

e. Signage

- i. The Applicant does not propose any signage as part of this installation.

f. Ornamentation

- i. The Applicant does not propose any ornamentation on the Alpenglobes.

g. Installation on Historic Sites

- i. The Alpenglobes will not be connected to historic materials.

h. Energy Efficiency

- i. Per the Applicant the Alpenglobes will utilize energy only during the hours of operation which will be from 4:00 pm to 10:00 pm.

i. Ongoing Maintenance



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- i. Condition of Approval 12 requires that damaged materials shall be replaced or repaired as necessary.
 - j. Dates of Installation
 - i. Condition of Approval 8 requires that the Temporary Structures be installed only from November 15th to April 30th.
 - k. Review
 - i. Condition of Approval 13 requires that after five years the Applicant shall submit a new Administrative Permit Application.
 - ii. Condition of Approval 7 requires that the Applicant shall go through the Historic District Review Pre-Application process prior to installation.
- 13. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).
 - a. Size and Location of the Site
 - i. the proposed Outdoor Dining Area is located in common area of the Caledonian Condos Plat. The applicant's lease agreement allows for use of the common area by the Butcher's Chop House restaurant and its patrons.
 - ii. Condition of Approval 8 requires the Applicant to install the Temporary Structures no earlier than November 1 and to remove the Temporary structures within 180 days in accordance with the International Building Code.
 - b. Traffic considerations including capacity of the existing Streets in the Area
 - i. The proposed outdoor dining use is located on private property and does not impact any public Rights-of-Way.
 - c. Utility capacity, including Storm Water run-off
 - i. The proposed alpenglobes will not affect utility capacity.
 - d. Emergency Vehicle Access
 - i. Condition of Approval 6 requires the Applicant to obtain a fire permit prior to installation of the alpenglobes and to maintain emergency access for the Site.
 - e. Location and amount of off-Street parking
 - i. Pursuant to LMC § 15-3-6(B), "Restaurant, Standard and Bar" Uses require 1 parking space per 100 square feet of net leasable Area, including kitchen Areas. Units C-101A, C-101, and C-107 of the Caledonian Condos Plat, in which Butcher's Chop House is



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located, total 4,890 square feet. This requires Butcher's Chop House to provide 49.83 Off-Street Parking spaces.

- ii. Parking requirements for Outdoor Dining Uses are based on a site-specific review. However, the Outdoor Dining Area is 1,500 square feet, which would require 15 additional spaces, for a total of 64.83 parking spaces required for Butcher's Chop House.
 - iii. There are 318 Off-Street, public parking spaces available at lower Main Street that are not reserved for hotel guests, condo owners, or paid monthly parking patrons. The commercial uses of the Caledonian Condominiums, including Butcher's Chop House and other commercial tenants, require 74 spaces, leaving 244 Off-Street public parking spaces available.
- f. Internal vehicular and pedestrian circulation system: No unmitigated impacts
- i. The proposed alpenglobes will not impede pedestrian circulation and will have one door for ingress and egress, and a maximum capacity of eight people.
- g. Fencing, Screening, and landscaping to separate the Use from adjoining Uses
- i. The Outdoor Dining Area is located in an elevated patio area that is above the Park Avenue Right-of-Way. A stone wall and metal railings screen the Area from Park Avenue. Additionally, the Applicant has implemented planters around the outdoor dining area.
- h. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots
- i. The alpenglobes are approximately 9 feet tall and will be subordinate to the Caledonian Condo building. The Outdoor Dining Area is 1,500 square feet and is adjacent to the building.
- i. Usable Open Space
- i. The Applicant does not propose any changes to public Open Space.
- j. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing
- i. Condition of Approval 7 requires the Applicant to obtain permission from the Planning Director or their designee prior to installing the



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temporary structures, in accordance with Historic District Design Review guidelines.

- k. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site
 - i. Condition of Approval 2 requires the Outdoor Dining Use to comply with the Noise Ordinance.
 - ii. Condition of Approval 5 requires the Outdoor Dining Area to be vacant and music turned off after 10 PM.
- l. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas
 - i. The additional alpenglobes will not affect the current delivery and service procedures for the restaurant.
- m. Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities
 - i. The property is owned by JP's Nevada LLC, the restaurant is owned by Jesse Shelter, and the restaurant is managed by Ronnie Wedig. The Applicant has provided a copy of the lease agreement for the restaurant.
- n. With and Adjoining Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, Park City Soils Ordinance, Steep Slopes
 - i. 751 Main Street is within the Park City Soils Ordinance boundary and is compliant with the Ordinance.
- o. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding.
 - i. Goal 11 of the General Plan outlines the goal to support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience.
 - ii. As outlined above, year-round Outdoor Dining within the HRC Zoning District is consistent with the goals of the General Plan and balances the need to support the tourist economy and local residents. Activation of Outdoor Dining brings a feeling of vibrancy, especially within the Commercial areas of Old Town. Many



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restaurants in the vicinity also have Outdoor Dining at various times throughout the year.

Conclusions of Law

1. The proposal to modify Administrative Conditional Use Permit (ACUP) to replace an Outdoor Dining yurt with three new alpenglobes complies, as conditioned, with the Land Management Code.
2. The Use is compatible with surrounding Structures in Use, scale, mass, and circulation.
3. The effects of any difference in use or scale have been mitigated through careful planning.

Conditions of Approval

1. All Conditions of Approval from the July 20, 2023 Administrative Conditional Use Permit Final Action Letter for 751 Main Street remain in effect.
2. The Use shall comply with Municipal Code of Park City Chapter 6-3, Noise.
3. All outdoor lighting must be down-directed, fully shielded, with bulbs 3,000 degree Kelvin or less. A fully shielded light is installed in such a manner that all light emitted either directly from the bulb, or indirectly by reflection or refraction, is below the horizontal plane through the fixture's lowest light-emitting part. The top and sides of a Fully Shielded fixture are made of completely opaque material such that light only escapes through the bottom of the fixture. Final lighting details shall show compliance with this condition and shall be reviewed by the Planning Staff prior to installation.
4. The Use shall comply with all applicable state and local codes and licensing requirements, including the Summit County Health Code, the Fire Code, State Regulations on mass gathering, and the International Building Code.
5. The Applicant shall ensure the Outdoor Dining Area is vacant and the music turned off after 10:00 PM.
6. Use of the Temporary Structures require an operations (fire) permit prior to installation. The Applicant shall maintain fire lane and emergency access for personnel, vehicles and equipment in the vicinity of the Outdoor Dining Area and adjacent permanent structures to the satisfaction of the Fire Marshal.
7. The Applicant shall obtain permission from the Planning Director or their designee prior to installing the temporary structures, in accordance with Historic District Design Review guidelines.



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8. The Temporary Structures shall be installed only from November 15 to April 30.
9. The Applicant shall have the locations of the proposed Temporary Structures reviewed and approved by the Chief Building Official, Fire Marshal, and Park City Fire District prior to installation. The applicant shall place the Alpenglobes in a location that does not block exiting from the structure and shall maintain an aisle width for the Alpenglobes that is greater than the width of the structure's exit doors, pursuant to Chapter 10 of the International Fire Code.
10. The Alpenglobes shall be set back 10 feet from the front property line.
11. There shall be no metallic, frosted, tinted, stained, textured, and/or reflective finishes.
12. Damaged materials shall be replaced or repaired as necessary.
13. After five years the Applicant shall submit a new Administrative Permit Application.
14. The Applicant shall submit occupancy information for the restaurant that is consistent with Building Department requirements as part of the Building Permit application. If a Building Permit cannot be issued for this proposal, this Administrative Conditional Use Permit approval shall be voided.

If you have questions or concerns regarding this Final Action Letter, please call (385) 481-2037 or email jacob.klopfenstein@parkcity.org.

Sincerely,

Elissa Martin
Assistant Planning Director

CC: Jacob Klopfenstein

Written Statement for Modification to Existing CUP

As pertains to Butcher's Chop House & Bar outdoor temporary structures, the current CUP that was granted in 2023 covered 3 Alpenglobes & 1 Yurt. A Yurt was granted along with the Alpenglobes, the Yurt's future was to be discussed in the spring of 24'

After a meeting in planning, it was agreed that the Alpenglobes were more fitting to the old town corridor and that it was welcomed to add more Alpenglobes.

With a purchase of an additional 3 Globes in the spring of 24', we are now wanting to make a modification to the original CUP to replace the Yurt in favor of more Alpenglobes.

This written statement is to simply state that we need to add 3 additional Alpenglobes to the outdoor patio of Butcher's Chop House & Bar and be modified in the CUP that Butcher's Chop House & Bar were granted in 23'



Condominium/ P.U.D Permission to Build

This document shall serve as verification that the Caledonian
(Condominium/ P.U.D.)

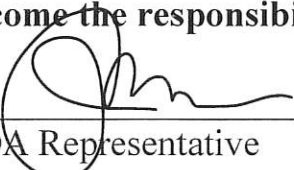
Homeowner's Association has given permission to Butcher's
(Owner)

To build at 751 Main Street (outdoor space adjacent to Butcher's)
(Address)

Description of work: Addition of temporary outdoor dining
structures (Yurt & Alpenglobes)

☒ Please check if a portable toilette is not required by the HOA. Restroom
facilities will be provided .

**The HOA acknowledges work performed in the common/limited common
area has been voted on and approved by the HOA. Any potential legal and
financial implications for improvements in the common/limited common area
become the responsibility of the HOA.**



HOA Representative

10/27/22

Date

Name: Jim Simmons

Title: HOA Manager

Phone (day): 435.513.9489

Phone (evening)

Cellphone: 435.513.9489

E-mail: jsimmons@allseasonshoa.com

Fax:



Planning Department

July 20, 2023

Butcher's Chop House
751 Main Street
Unit C-101 A
(435) 640-1179

CC: Ronnie Wedig

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address: 751 Main Street

Zoning District: Historic Recreation Commercial

Application: Administrative Conditional Use Permit

Project Number: PL-23-05625

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: July 20, 2023

Project Summary: The Applicant proposes permanent, year-round Outdoor Dining on the patio to the west of the restaurant utilizing Temporary Structures in the winter months and tables, chairs, and umbrellas in the warmer months to accommodate restaurant patrons.

Action Taken

On July 20, 2023, the Interim Planning Director conducted a public hearing and approved an Administrative Conditional Use Permit according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact

1. Butcher's Chop House is a restaurant located at 751 Main Street in Units C-101A, C-101, and C-107 of the Caledonian Condominiums.
2. The site is in the Historic Recreation Commercial (HRC) Zoning District.
3. The Applicant proposes permanent, year-round Outdoor Dining on the patio to the west of the restaurant.

4. The Applicant proposes to utilize the Temporary Structures in the winter months and tables, chairs, and umbrellas in the warmer months.
5. The temporary structures include one yurt and three Alpenglobes in the outdoor plaza adjacent to the restaurant.
6. The Caledonian Condominiums Plat indicates the outdoor plaza is limited common area.
7. A lease agreement of the limited common area exists between the Applicant and Property Owner.
8. Temporary Structures and Outdoor Dining are Conditional Uses in the HRC Zoning District.
9. The proposal meets the standards of LMC § 15-4-16 *Temporary Structures, Tents and Vendors*.
 - a. The Yurt and Alpenglobes are proposed to be temporarily installed within the leased plaza area.
 - b. The location of the plaza does not interfere with the site's existing parking.
 - c. The Temporary Structures will not impede any existing pedestrian circulation. The yurt has two doors, one for primary ingress/egress and the second for emergency egress. The Alpenglobes contain a single door, however, capacity will not exceed eight people. The Applicant is required to ensure proper emergency Access is maintained through yearly inspections with the City's Fire Marshal. These Temporary Structures require an operations (fire) permit prior to installation. The Applicant is also required to maintain fire lane and emergency access for personnel, vehicles, and equipment in the vicinity of the Temporary Structures, and adjacent permanent Structures. Emergency clearance shall be to the satisfaction of the Fire Marshal.
 - d. The Use shall not violate the Noise Ordinance, Municipal Code Chapter 6-3.
 - e. No signs are proposed with this application.
 - f. No exterior lighting is proposed with this application.
10. The proposal, as conditioned, complies with the Supplemental Regulations for Outdoor Dining as outlined in LMC § 15-4-21(B)(1).
 - a. The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping. This Area is elevated above the Public Right-of-Way and does not remove any public or private parking spaces. Additionally, this is a hardscaped Area, and the Outdoor Dining Area will include planters to soften the hardscape and to define the from the adjacent public plaza.
 - b. The proposed Outdoor Dining Area will not impact pedestrian circulation. The public access from Park Avenue to Town Lift is outside the

restaurant's leased Outdoor Dining Area and will remain open and free of any obstacles.

- c. Park City Fire District reviewed this application and did not identify conflicts with the existing emergency Access or circulation.
 - d. The Applicant proposes the following furniture during the warm months:
 - i. 12 black metal tables with glass tops
 - ii. 48 black metal, mesh chairs (four chairs per table)
 - iii. Seven, nine-foot-tall umbrellas made with Outdura fabric
 - e. The Applicant proposes the following furniture to be used inside the Yurt and Alpenglobes in the winter months:
 - i. Wood tables with metal base, one in each Alpenglobe and nine in the yurt.
 - ii. 48 metal chairs (four chairs per table)
 - f. No music or noise is in excess of the City Noise Ordinance, Title 6.
 - g. Butcher's is open from 4:00 PM until 10:00 PM every day.
 - h. The indoor dining Area can seat up to 235 patrons. The proposed Outdoor Dining Area can seat up to 50 patrons.
11. The Proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).
- a. Size and Location of the Site – The proposed Outdoor Dining Area is in the outdoor plaza adjacent to the Restaurant. Per the Plat notes, the plaza area is Limited Common Area. The Applicant's lease agreement includes use of the Limited Common Area. No other tenants in the Caledonian Condominiums have direct access to the plaza like Butcher's. The City initiated a pilot program in 2016 to temporarily enclose balconies of non-Historic Structures on Main Street for the Winter. This pilot program is set to expire on April 30, 2024. Although the proposed yurt is not a full enclosure of a balcony, it is a Temporary Structure that the Historic Preservation Board (HPB) is still considering for appropriateness in the Historic District. However, the Alpenglobes are generally supported by the HPB as an appropriate Temporary Structure for Winter Outdoor Dining. While the program is still under consideration, Staff recommends on-going approval for the Alpenglobes, but review the use of the Yurt in February 2024.
 - b. Traffic – This proposal does not impact any public Rights-of-Way.
 - c. Utility Capacity – On June 20, 2023, the Development Review Committee reviewed the proposal and did not identify impacts to utility capacity.
 - d. Emergency Vehicle Access – The proposed Outdoor Dining Area will not impede any existing pedestrian circulation. The yurt has two doors, one for primary ingress/egress and the second for emergency egress. The

Alpenglobes contain a single door, however, capacity will not exceed eight people.

- e. Off-Street Parking – There are 524 underground parking stalls available at lower Main Street, with 206 reserved for hotel guests, condominium owners, and paid monthly parking patrons. The remaining 318 parking spaces are available for public parking. Butcher's is in Units C-101 A (1,295 square feet), Unit C-101 (3,084 square feet), and Unit C-107 (511 square feet) for a total of 4,890 square feet. Per LMC §15-3-6(B) a Restaurant, Standard and Bar requires 1 space for every 100 square feet of net leasable Area, including the kitchen Areas. This would require Butcher's to provide 49.83 Off-Street Parking spaces. Although Off-Street Parking for Outdoor Dining is based on a Site-specific review, the total Area of the Outdoor Dining Area is 1,500 square feet, requiring an additional 15 Off-Street Parking Spaces. In total, based on the restaurant Area alone, Butcher's is required to provide 64.83 Off-Street Parking Spaces. Of the 318 available Off-Street, Public Parking spaces, the commercial uses of the Caledonian Condominiums require 74 spaces, leaving 244 Off-Street, Public Parking spaces available.
- f. Internal Vehicular and Pedestrian Circulation – The proposed Outdoor Dining Area will not impact internal vehicular circulation due to the location of the plaza Area. There are no impacts to pedestrian circulation. The public access from Park Avenue to Town Lift is outside the restaurant's leased Outdoor Dining Area and will remain open and free of any obstacles.
- g. Fencing, Screening, and Landscaping – The Outdoor Dining Area is elevated above the Park Avenue Public Right-of-Way and screened with an existing stone wall and metal railing. The Applicant has added a series of planters to define the Dining Area and the Area of public Access.
- h. Building Mass, Bulk, and Orientation – The proposed Outdoor Dining Area is 1,500 Square Feet and is adjacent to the Restaurant. During the winter months, the combined square footage of the temporary structures is 530.5 square feet. The Yurt is approximately 13 feet tall, and the Alpenglobes are approximately nine feet tall.
- i. Useable Open Space – The proposed Outdoor Dining Location will not impact any public Open Space.
- j. Signs and Lighting – Condition of Approval 4 & 5.
- k. Physical Design and Compatibility with Surrounding Structures – Condition of Approval 11.
- l. Noise, Vibration, Odors, Steam, or Other Mechanical Factors – Conditions of Approval 3, 12, & 16. Outdoor Uses must comply with the Park City

Noise Ordinance. Municipal Code of Park City § 6-3-8(J) states that liquor license premises may not have any loudspeaker or sound amplification equipment on any outdoor balcony, deck, patio, or garden associated with the licensed premises other than speaker systems or sound amplification equipment in conjunction with approved outdoor dining. Music is limited to 11:00 AM until 10:00 PM and may not emanate beyond the boundaries of the Outdoor Dining Area.

- m. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and the Screening of Trash and Recycling Pickup Areas – Condition of Approval 10. The proposed Outdoor Dining Area does not modify the operations of the restaurant as related to deliveries, loading, or unloading. There will be no interference with existing delivery and service vehicles.
 - n. Expected Ownership and Management – The property is owned by JP's Nevada LLC, the restaurant is owned by Jesse Shelter, and the restaurant is managed by Ronnie Wedig.
 - o. With and Adjoining Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, Park City Soils Ordinance, Steep Slopes – 751 Main Street is in the Soils Ordinance Boundary as defined in Park City Municipal Code § 11-15-1. Per the City's Soils Ordinance Boundary map, the site is compliant with the Ordinance.
 - p. Reviewed for Consistency with the Park City General Plan - Year-round Outdoor Dining within the HRC Zoning District is consistent with the goals of the General Plan and balances the need to support the tourist economy and local residents. Activation of Outdoor Dining brings a feeling of vibrancy, especially within the Commercial areas of Old Town. Many restaurants in the vicinity also have Outdoor Dining at various times throughout the year.
12. On June 20, 2023, the Development Review Committee reviewed the proposal and finds it complies with required standards.
13. Staff published notice on the City's website and posted notice to the property on July 10, 2023. Staff mailed courtesy notice to adjacent property owners on July 10, 2023.

Conclusions of Law

- 1. The Application, as conditioned, is consistent with LMC Chapter 15-2.5 *Historic Recreation Commercial (HRC) District*, LMC § 15-1-10(E) *Conditional Use Review Process*, LMC § 15-4-21(B)(1) *Supplemental Regulations for Outdoor Dining*, and LMC § 15-4-16, *Temporary Structures, Tents, and Vendors*.
- 2. The proposed Use, as conditioned, will be compatible with the surrounding structures in Use, scale, Mass, and Circulation.

3. The effects of any difference in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. The proposed project shall comply with all adopted codes and ordinances including, but not limited to the Land Management Code, International Building Code, Fire Code, ADA Compliance, and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of Park City.
2. The Applicant shall adhere to all applicable City and State licensing ordinances.
3. The Use is limited to the hours of operation for the Butcher's Chop House. Outdoor noise is prohibited after 10:00 PM. Outdoor Use shall comply with Municipal Code Chapter 6-3, Noise.
4. Signs are not approved with this Administrative Conditional Use Permit.
5. Exterior lighting must be Fully Shielded and cannot exceed 3,000 degrees Kelvin. Any exterior lighting must be reviewed and approved by the Planning Department prior to installation.
6. The Applicant shall ensure the Outdoor Dining Area is vacant and the music turned off after 10:00 PM.
7. The Applicant shall provide secure bicycle parking pursuant to LMC § 15-3-9 in their leased Area for patrons of the restaurant and advertise the availability of this amenity to reduce the parking demand in the vicinity. Bicycle parking shall:
 - a. Be inverted-U, post and ring, corral, or other as approved by the City Engineer and Transportation Planning Department;
 - b. Be mounted in concrete;
 - c. Be galvanized or stainless steel, coated with PVC or thermoplastic, and resistant to rust, corrosion, hammers, and saws;
 - d. Provide secure racks in which both the bicycle frame and wheel may be locked by the user using a U-lock;
 - e. Be designed to prevent damage to the bicycle and to facilitate easy and secure bicycle parking without interference from or to adjacent bicycles;
 - f. Be installed no more than fifty feet (50') from the primary entrance;
 - g. Be located in convenient, highly visible, active, well-lighted areas that are easily accessible from the Right-of-Way, bicycle lanes, and/or trails and pathways;
 - h. Meet the dimension, setback, and installation requirements outlined in the NACTO or AASHTO design guidelines, as approved by the City Engineer or Transportation Planning;
 - i. Be Compatible in design and function with the surrounding Buildings and Street furniture;
 - j. Be protected from vehicles;

- k. Be maintained in good condition, appearance, and repair;
 - l. Be protected from weather by existing structures such as overhangs or awnings or by natural elements such as a tree canopy;
 - m. Be clear of ice, snow, and any other obstructions;
 - n. Not obstruct pedestrian or ADA accessibility.
 - o. Bicycle parking shall provide for 10% of the required Off-Street parking for the temporary storage of bicycles.
 - p. One percent (1%) or minimum of one (1) bicycle parking space of the outdoor bicycle parking shall provide parking at least three feet (3') by ten feet (10') per space to accommodate large bicycles such as cargo, recumbent, tandem, electric, and bicycles with trailers.
- 8. Use of the Temporary Structures require an operations (fire) permit prior to installation.
 - 9. The Applicant shall maintain fire lane and emergency access for personnel, vehicles, and equipment in the vicinity of the Outdoor Dining Area, and adjacent permanent Structures. Emergency clearance shall be to the satisfaction of the Fire Marshal.
 - 10. The Applicant shall enclose the trash receptacle, so it is screened from public view.
 - 11. Because the site is in a Historic District, the Applicant must obtain permission from the Planning Director or their designee prior to installing the temporary structures for the upcoming winter season, in accordance with the Historic District Design Guidelines.
 - 12. If the Applicant receives a complaint regarding noise generated from the Outdoor Use, the Applicant shall notify the Park City Planning Department. Upon three complaints, the Planning Director will review the approval of the Administrative CUP and reserves the right to modify the operations, add additional restrictions and/or Conditions of Approval, or revoke the Administrative CUP to mitigate impacts to the community.
 - 13. The Use shall not impede vehicular circulation, pedestrian circulation, emergency Access, or any other public safety measure.
 - 14. The Applicant shall comply with any City, County, and State health licensing requirements. The Use shall not violate the Summit County Health Code or State Regulations on mass gatherings. The Applicant shall ensure adherence to all Fire Codes.
 - 15. The Applicant shall obtain the proper building permits and schedule the necessary inspections with the Building Department.
 - 16. Liquor licensed premises may not have any loudspeaker or sound amplification equipment on any outdoor balcony deck, patio, or garden associated with the licensed premises other than speaker systems or sound amplification equipment

in conjunction with approved outdoor dining. Music is limited to 11:00 a.m. to 10:00 p.m. and may not emanate beyond the boundaries of the outdoor dining area.

17. The Applicant shall install the Temporary Structures no earlier than November 1 and shall remove the Temporary Structures within 180 days, as required by the International Building Code.
18. The Planning Department shall review the Use of the yurt with the Applicant in February 2024 to determine if on-going approval is appropriate in the Historic District.

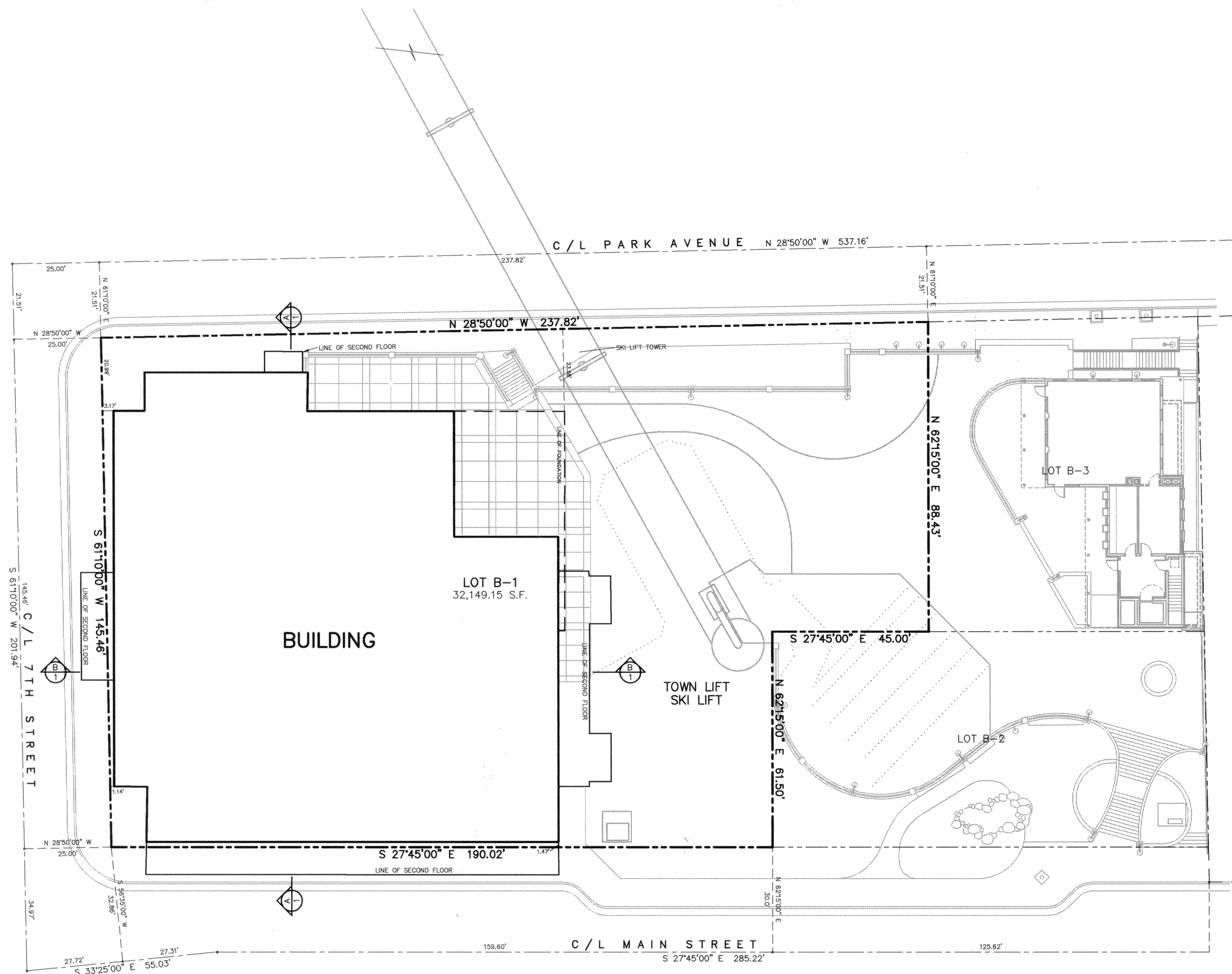
If you have questions or concerns regarding this Final Action Letter, please call Spencer Cawley at (435) 615-5065 or email spencer.cawley@parkcity.org.

Sincerely,



Rebecca Ward
Interim Planning Director

CC: Spencer Cawley, Project Planner

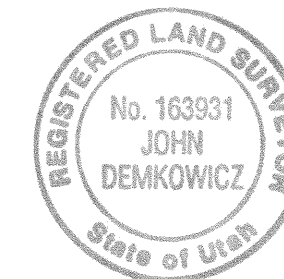


SURVEYOR'S CERTIFICATE

I, John Demkowicz, certify that I am a Registered Land Surveyor and that I hold Certificate No. 163931 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by authority of the owner(s), this Record of Survey Map of CALEDONIA CONDOMINIUMS, A Utah Condominium Project in accordance with the provisions of Section 57-8-13 (1) of the Utah Condominium Ownership Act.

John Demkowicz
John Demkowicz L.S. No. 163991

3-26-97
Date



BOUNDARY DESCRIPTION

Lot B-1, Town Lift Subdivision, Plat B1-3, recording as Entry No. 429957 on May 17, 1995, according to the official plat thereof in the office of the Summit County Recorder.

NOTE: THE CALEDONIAN CONDOMINIUMS IS SERVED BY A "COMMON" SEWER LATERAL. OWNERSHIP AND MAINTENANCE OF THE COMMON LATERAL IS THE RESPONSIBILITY OF THE CALEDONIAN CONDOMINIUM ASSOCIATION, INC.

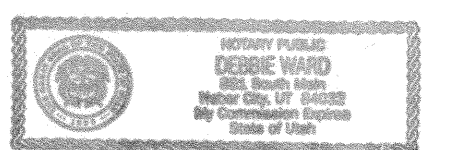
OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE CALEDONIAN COMPANY, L.L.C., BY ITS MANAGER, JACK MAHONEY, THE OWNER OF THE TRACT OF LAND DESCRIBED HEREIN AS THE CALEDONIAN CONDOMINIUMS, A UTAH CONDOMINIUM PROJECT LOCATED ON SAID TRACT OF LAND, HAS CAUSED A SURVEY TO BE MADE AND THIS RECORD OF SURVEY MAP CONSISTING OF 8 SHEETS TO BE PREPARED, AND DOES HEREBY GIVE ITS CONSENT TO THE RECORDATION OF THIS RECORD OF SURVEY MAP AND SUBMIT THIS PROPERTY TO THE UTAH CONDOMINIUM OWNERSHIP ACT.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS CERTIFICATE AND DEDICATION THIS 26 DAY OF MARCH, 1997.

THE CALEDONIAN COMPANY, L.L.C.

Jack Mahoney
BY: Jack Mahoney
ITS: Manager



ACKNOWLEDGEMENT

STATE OF UTAH)
) SS.
COUNTY OF SUMMIT)

ON THE 26 DAY OF MARCH, PERSONALLY APPEARED BEFORE ME JACK MAHONEY, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF THE CALEDONIAN COMPANY, L.L.C., A UTAH LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING OWNER'S CERTIFICATE AND DEDICATION WAS SIGNED ON BEHALF OF SAID COMPANY BY AUTHORITY OF ITS OPERATING AGREEMENT, AND SAID JACK MAHONEY ACKNOWLEDGED TO ME THAT SAID COMPANY EXECUTED THE SAME.

Debbie Ward
NOTARY PUBLIC

MY COMMISSION EXPIRES: MAY 30, 1999

OWNER'S DEDICATION AND CONSENT TO RECORD

THE UNDERSIGNED U.S. BANK OF UTAH, A NATIONAL BANKING ASSOCIATION, HOLDER OF A DEED OF TRUST ON THE PROPERTY SUBJECT HERETO, DOES HEREBY CONSENT TO THE RECORDATION OF THIS RECORD OF SURVEY MAP AND THE DECLARATION RECORDED CONCURRENTLY HERewith AND CONSENTS TO THE SUBMISSION OF THE PROPERTY TO THE UTAH CONDOMINIUM OWNERSHIP ACT.

U.S. BANK OF UTAH

BY: *Robert H. Daugherty*
ITS: VICE PRESIDENT

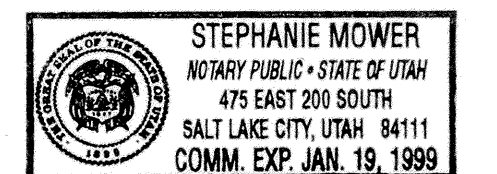
ACKNOWLEDGEMENT

STATE OF UTAH)
) SS.
COUNTY OF SUMMIT)

ON THE 26th DAY OF MARCH 1997, PERSONALLY APPEARED BEFORE ME Robert H. Daugherty, SIGNER OF THE ABOVE CONSENT TO RECORD, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE Vice President OF THE U.S. BANK OF UTAH, A NATIONAL BANKING ASSOCIATION, AND THAT THE CONSENT TO RECORD WAS SIGNED ON BEHALF OF SAID BANK UNDER AUTHORITY GRANTED BY ITS BOARD OF TRUSTEES, AND SAID Robert H. Daugherty DULY ACKNOWLEDGED TO ME THAT SAID BANK EXECUTED THE SAME.

Stephanie Mower
NOTARY PUBLIC

MY COMMISSION EXPIRES: 1-19-99



RECORD OF SURVEY MAP

CALEDONIAN CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 8

ALLIANCE ENGINEERING INC.

P.O. BOX 2664
323 MAIN STREET
PARK CITY, UTAH 84060
(801) 649-9467

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS 31st DAY OF MARCH, 1997 A.D.

BY: *Paul J. Jans*
S.B.S.I.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 16th DAY OF APRIL, 1997 A.D.

BY: *Fredrick Jones*
CHAIRMAN

ENGINEERS CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 27th DAY OF APRIL, 1997 A.D.

BY: *Eric W. Ceban*
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 18th DAY OF APRIL, 1997 A.D.

BY: *Mal D. Hays*
PARK CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 16 DAY OF MARCH, 1997 A.D.

BY: *Janet M. Scott*
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 16 DAY OF MARCH, 1997 A.D.

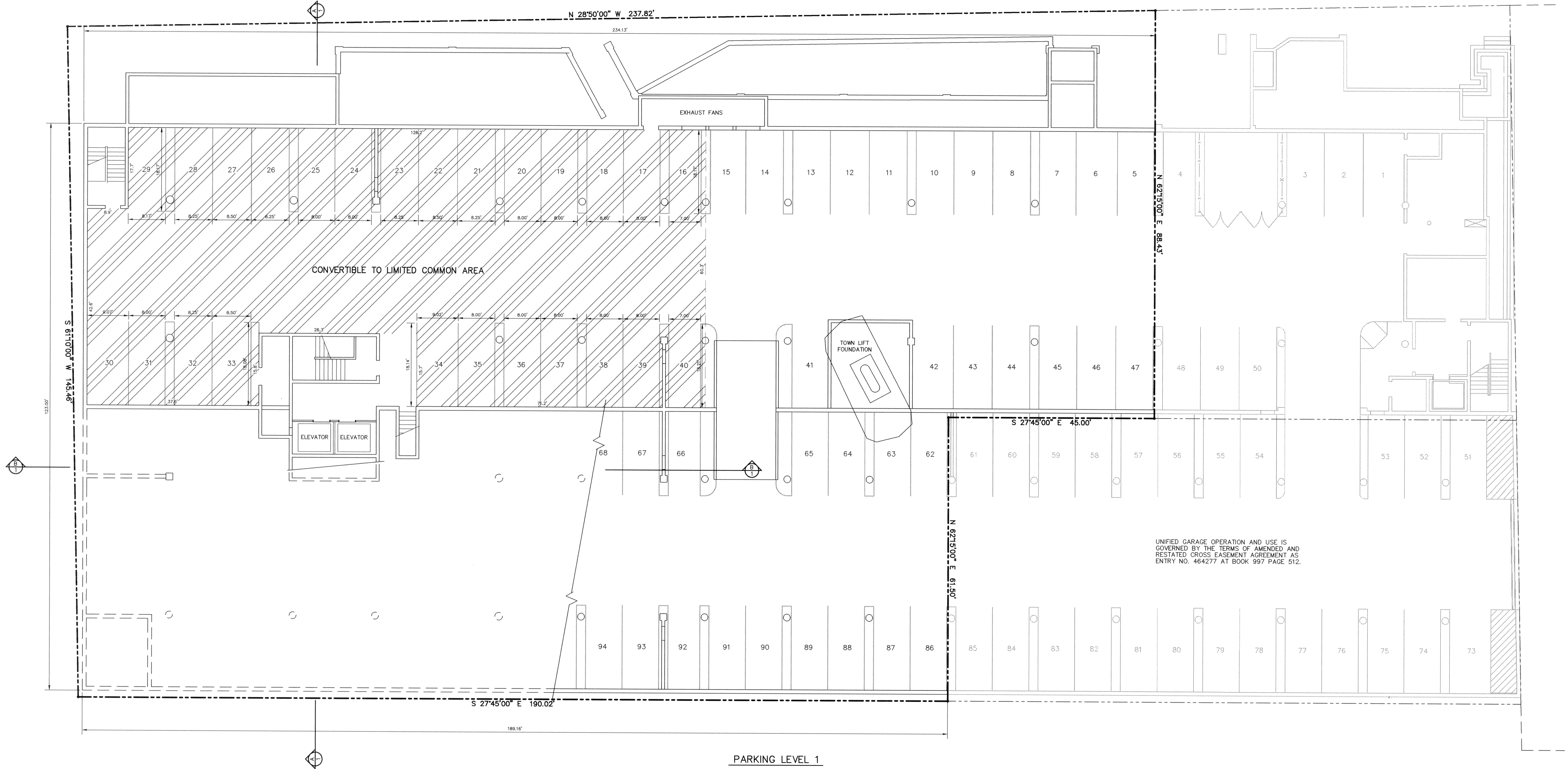
BY: *Bruce A. Orr*
MAYOR

477279

RECORDED

STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF COALITION TITLE DATE 4-23-97 TIME 8:08 AM BOOK _____ PAGE _____

FEE \$267.00 RECORDER *Charlotte Willoughby*



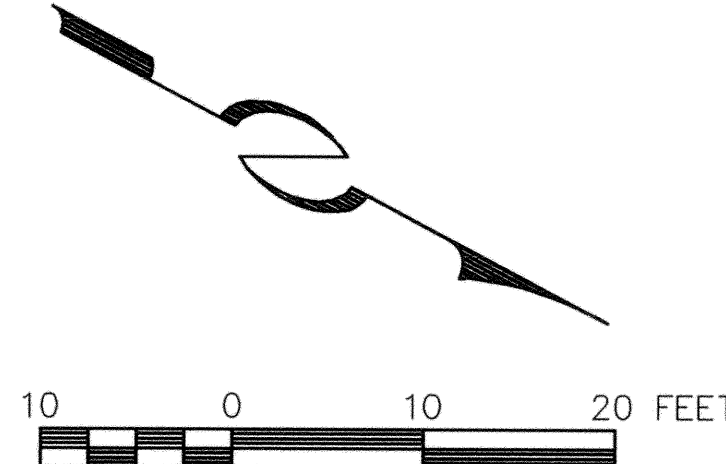
AREA LEGEND

[White Box]	COMMON AREA
[Hatched Box]	UNIT AREA
[Cross-hatched Box]	LIMITED COMMON AREA
[Diagonal-hatched Box]	CONVERTIBLE TO LIMITED COMMON AREA

LEGEND

S.F. REPRESENTS SQUARE FEET.

THE STREET ADDRESS FOR CALEDONIAN CONDOMINIUMS IS 751 MAIN STREET.

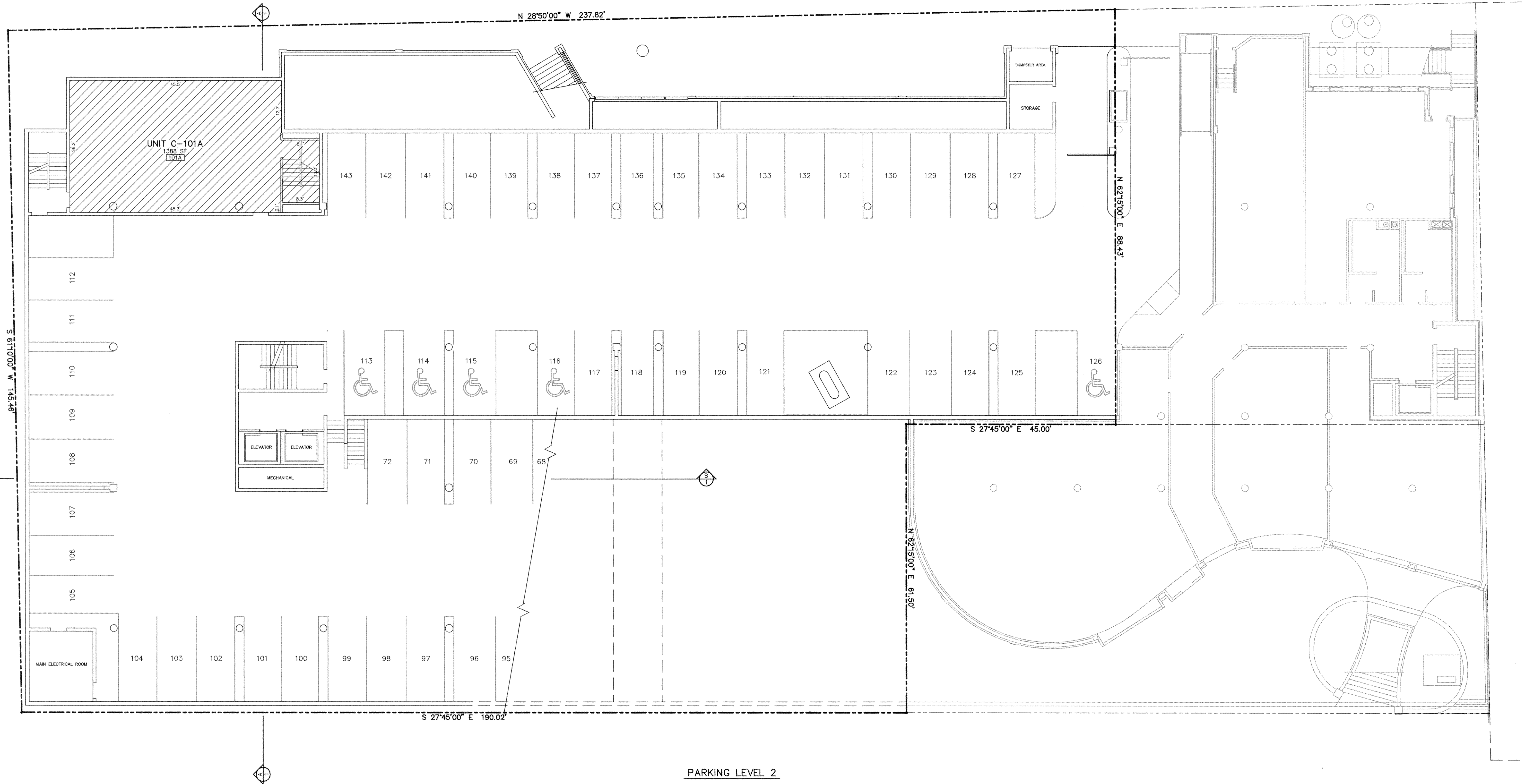


RECORD OF SURVEY MAP

CALEDONIAN CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

# 477279	RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED	
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DATE <u>4-28-97</u>	TIME <u>8:08 AM</u> BOOK <u> </u> PAGE <u> </u>
<u>\$267.00</u> FEE	<u>Charlotte Willoughby-deputy</u> RECORDER

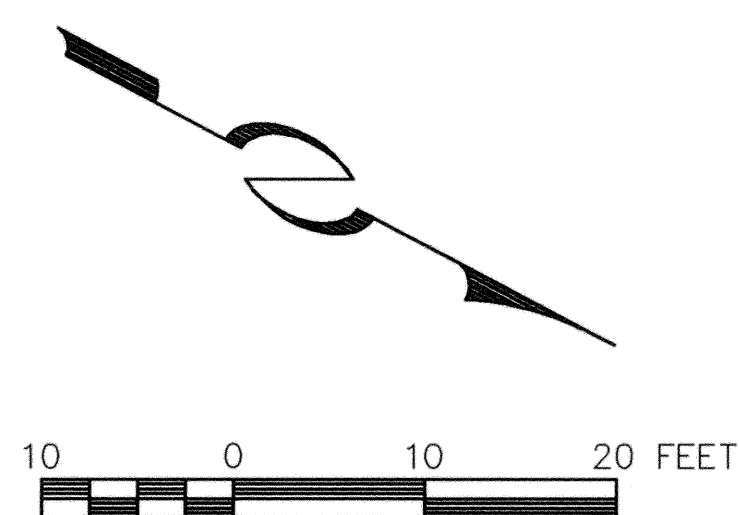


- AREA LEGEND
- COMMON AREA
 - UNIT AREA
 - LIMITED COMMON AREA
 - CONVERTIBLE TO LIMITED COMMON AREA

LEGEND

S.F. REPRESENTS SQUARE FEET.

THE STREET ADDRESS FOR CALEDONIAN CONDOMINIUMS IS 751 MAIN STREET.



RECORD OF SURVEY MAP CALEDONIAN CONDOMINIUMS

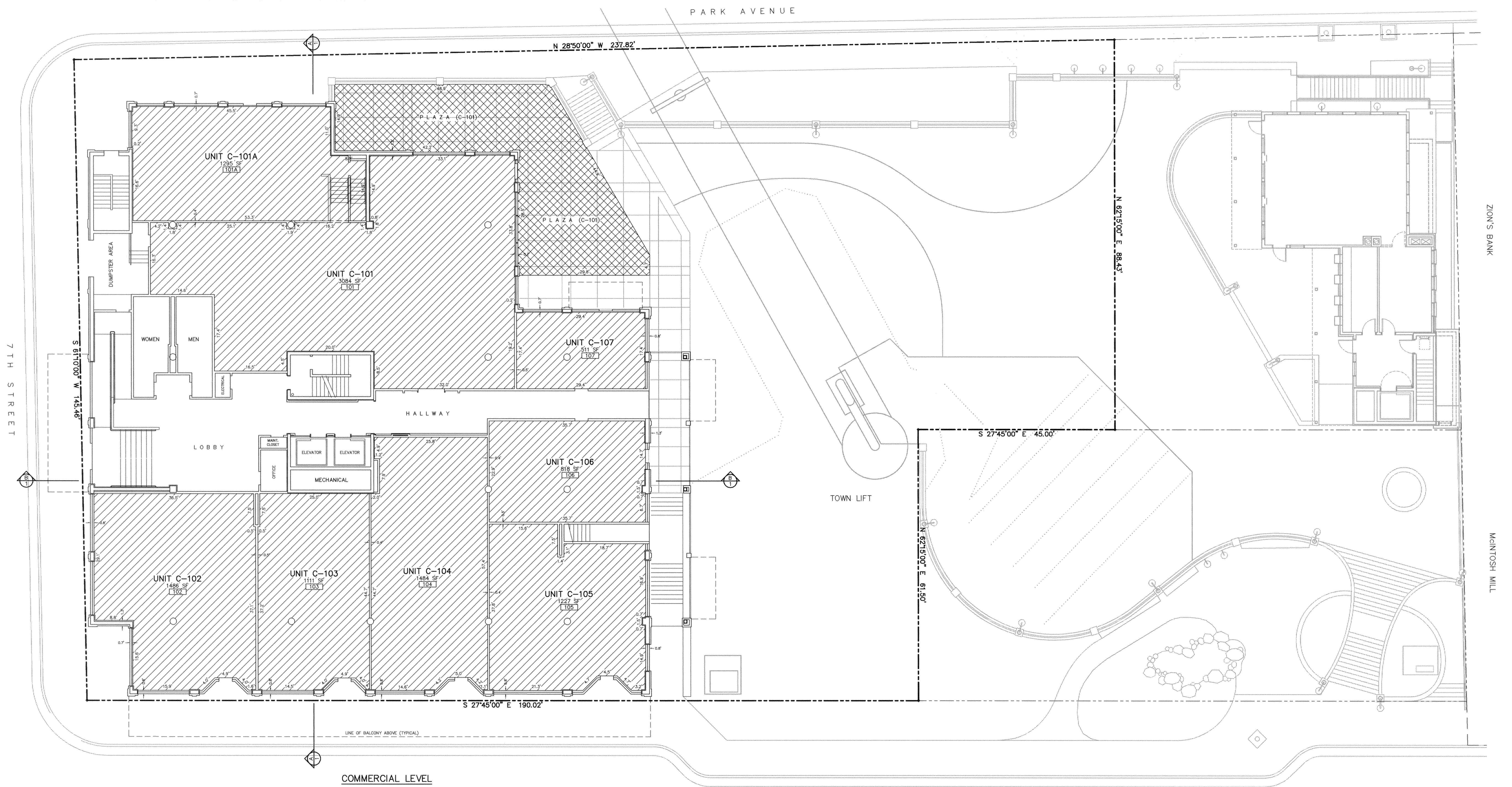
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PAGE 3 OF 8

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JOB NO. 6-11-96 \TL\CAL\P-CALP3



COMMERCIAL LEVEL

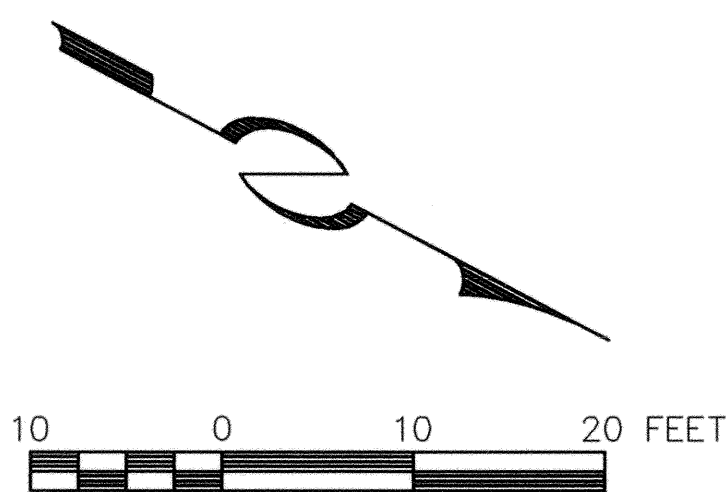
MAIN STREET

AREA LEGEND

- COMMON AREA
- UNIT AREA
- LIMITED COMMON AREA
- CONVERTIBLE TO LIMITED COMMON AREA

LEGEND

S.F. REPRESENTS SQUARE FEET.
THE STREET ADDRESS FOR CALEDONIAN CONDOMINIUMS
IS 751 MAIN STREET.



ELEVATIONS FOR FLOOR AND
CEILING UNIT BOUNDARIES

UNIT	FLOOR ELEVATION	CEILING ELEVATION
C-101	6993.0	7003.7
C-101A	6978.3	7003.7
C-102	6987.2	7003.7
C-103	6986.8	7003.7
C-104	6986.7	7003.7
C-105	6985.4	7003.7
C-106	6992.9	7003.7
C-107	6993.0	7003.7

RECORD OF SURVEY MAP

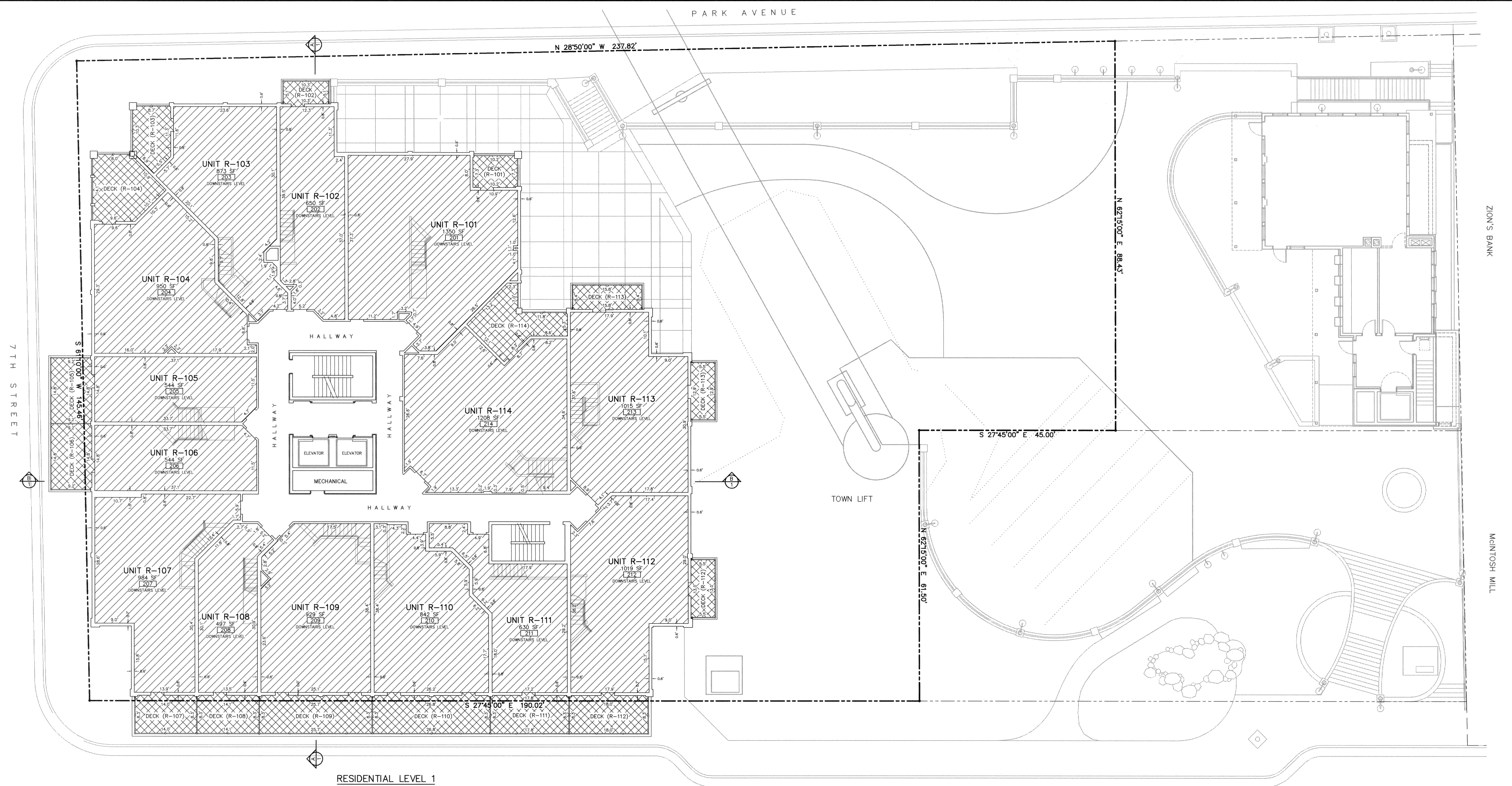
CALEDONIAN CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PAGE 4 OF 8

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RECORDER

JOB NO. 6-11-96 \\TL\CAL\P-CALP4

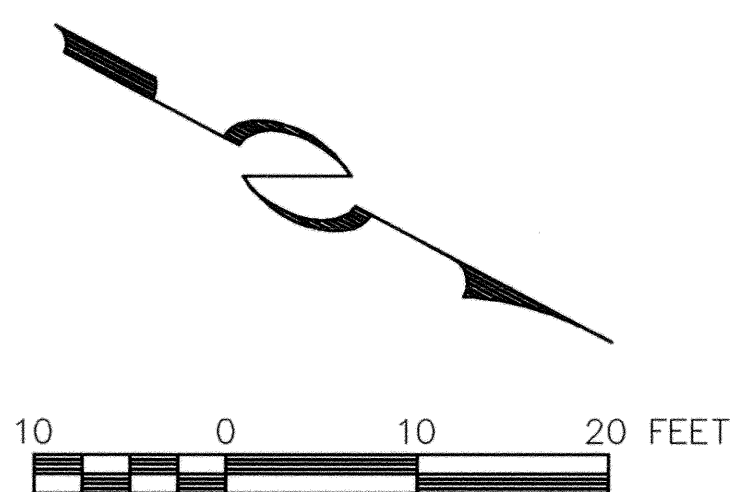


AREA LEGEND

- COMMON AREA
- UNIT AREA
- LIMITED COMMON AREA
- CONVERTIBLE TO LIMITED COMMON AREA

LEGEND

S.F. REPRESENTS SQUARE FEET.
THE STREET ADDRESS FOR CALEDONIAN CONDOMINIUMS IS 751 MAIN STREET.



ELEVATIONS FOR FLOOR AND CEILING UNIT BOUNDARIES

UNIT	UPPER LEVEL	FLOOR ELEVATION	CEILING ELEVATION
R-101		7004.5	7023.1
R-102		7004.5	7023.1
R-103		7004.5	7023.1
R-104		7004.5	7023.1
R-105		7004.5	7023.1
R-106		7004.5	7023.1
R-107		7004.5	7023.1
R-108		7004.5	7023.1
R-109		7004.5	7023.1
R-110		7004.5	7023.1
R-111		7004.5	7023.1
R-112		7004.5	7023.1
R-113		7004.5	7023.1
R-114		7004.5	7023.1

RECORD OF SURVEY MAP

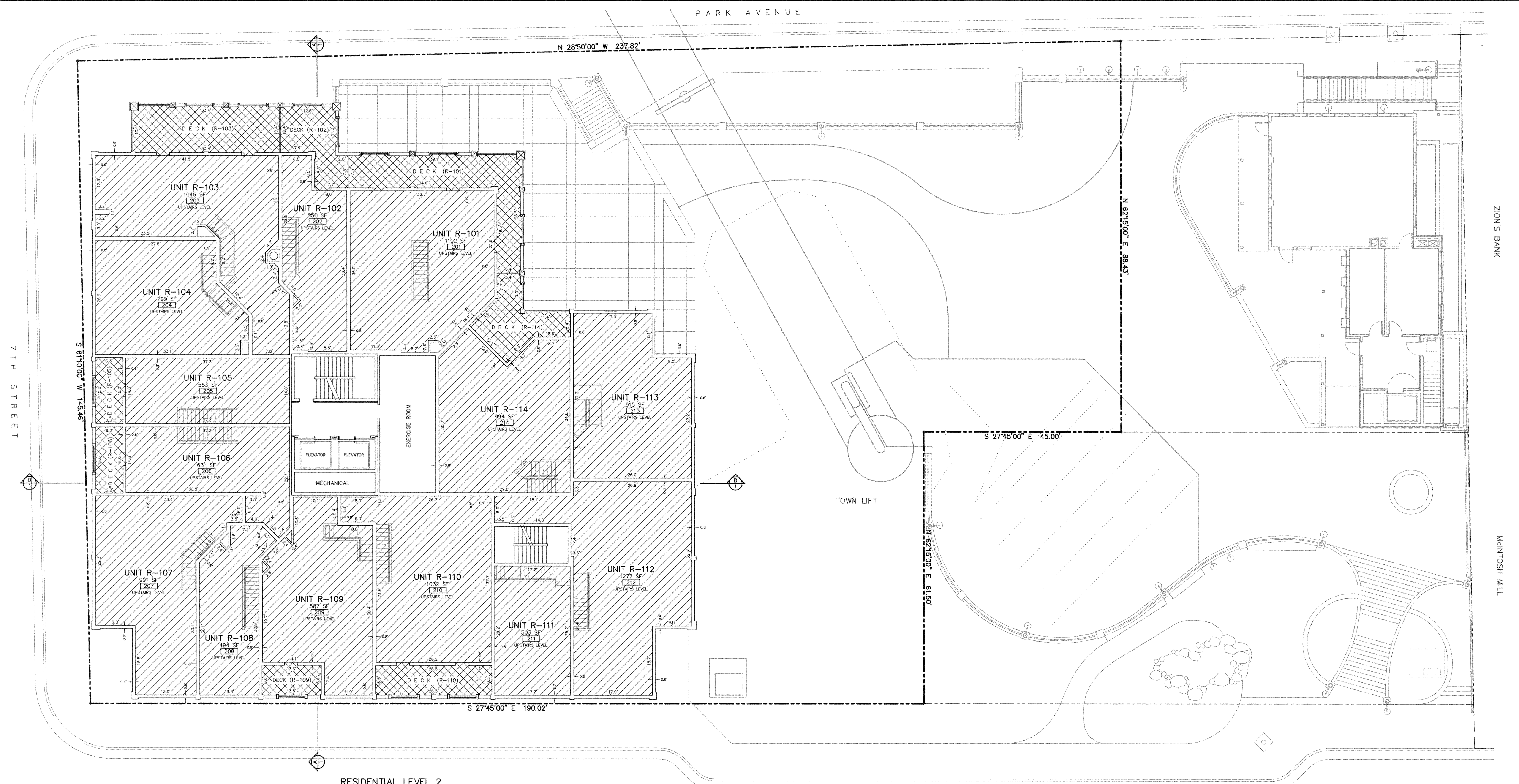
CALEDONIAN CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
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PAGE 5 OF 8

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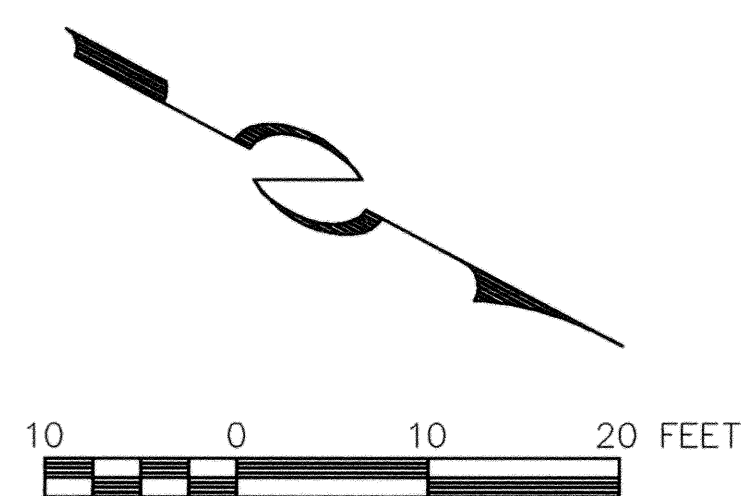


AREA LEGEND

- COMMON AREA
- UNIT AREA
- LIMITED COMMON AREA
- CONVERTIBLE TO LIMITED COMMON AREA

LEGEND

S.F. REPRESENTS SQUARE FEET.
THE STREET ADDRESS FOR CALEDONIAN CONDOMINIUMS
IS 751 MAIN STREET.



ELEVATIONS FOR FLOOR AND
CEILING UNIT BOUNDARIES

UNIT UPPER LEVEL	FLOOR ELEVATION	CEILING ELEVATION
R-101	7004.5	7023.1
R-102	7004.5	7023.1
R-103	7004.5	7023.1
R-104	7004.5	7023.1
R-105	7004.5	7023.1
R-106	7004.5	7023.1
R-107	7004.5	7023.1
R-108	7004.5	7023.1
R-109	7004.5	7023.1
R-110	7004.5	7023.1
R-111	7004.5	7023.1
R-112	7004.5	7023.1
R-113	7004.5	7023.1
R-114	7004.5	7023.1

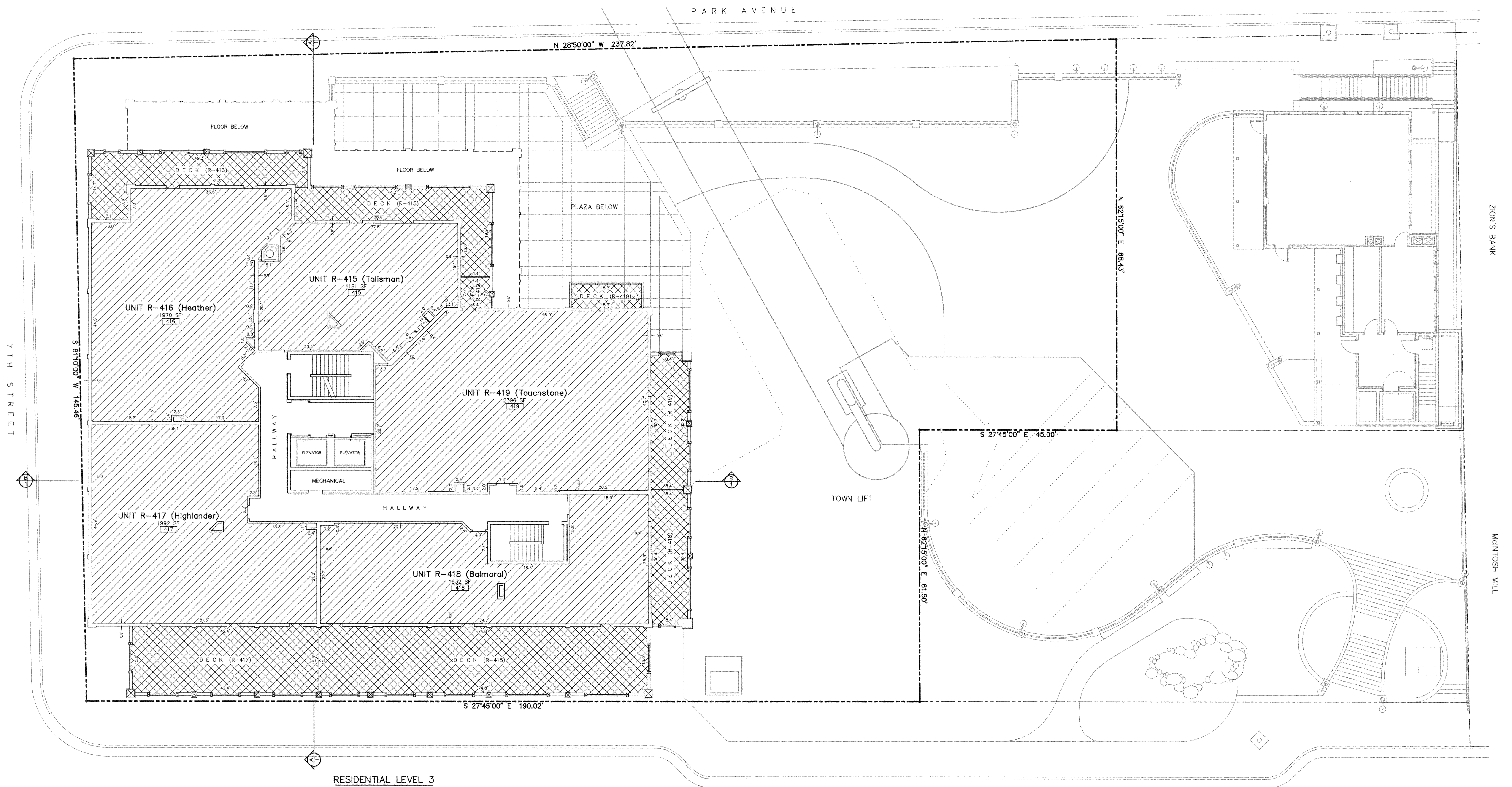
RECORD OF SURVEY MAP
CALEDONIAN CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH

PAGE 6 OF 8

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AT THE REQUEST OF COALITION TITLE
DATE 4-23-97 TIME 8:08 AM BOOK PAGE
FEE \$267.00 Charlotte Willoughby, deputy
RECORDER

JOB NO. 6-11-96 \TL\CAL\P-CALP6

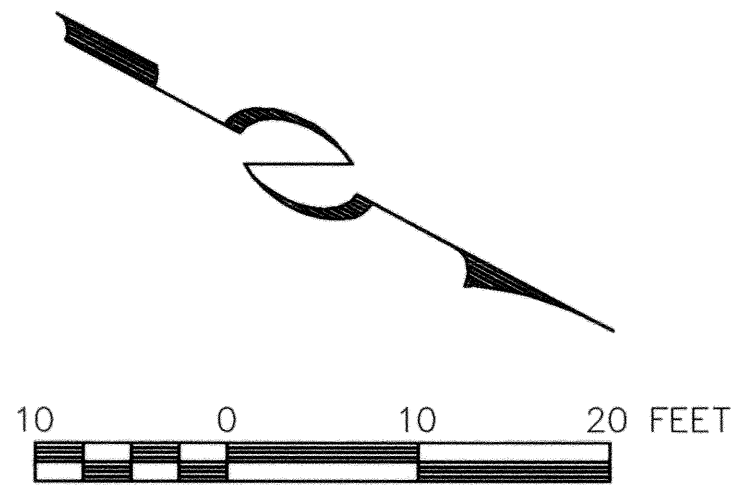


- AREA LEGEND
- COMMON AREA
 - UNIT AREA
 - LIMITED COMMON AREA
 - CONVERTIBLE TO LIMITED COMMON AREA

LEGEND

S.F. REPRESENTS SQUARE FEET.

THE STREET ADDRESS FOR CALEDONIAN CONDOMINIUMS IS 751 MAIN STREET.



ELEVATIONS FOR FLOOR AND CEILING UNIT BOUNDARIES

UNIT	FLOOR ELEVATION	CEILING ELEVATION
R-415	7024.5	7033.2
R-416	7024.5	7033.2
R-417	7024.5	7033.2
R-418	7024.5	7033.2
R-419	7024.5	7033.2

RECORD OF SURVEY MAP

CALEDONIAN CONDOMINIUMS

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TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE
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PAGE 7 OF 8

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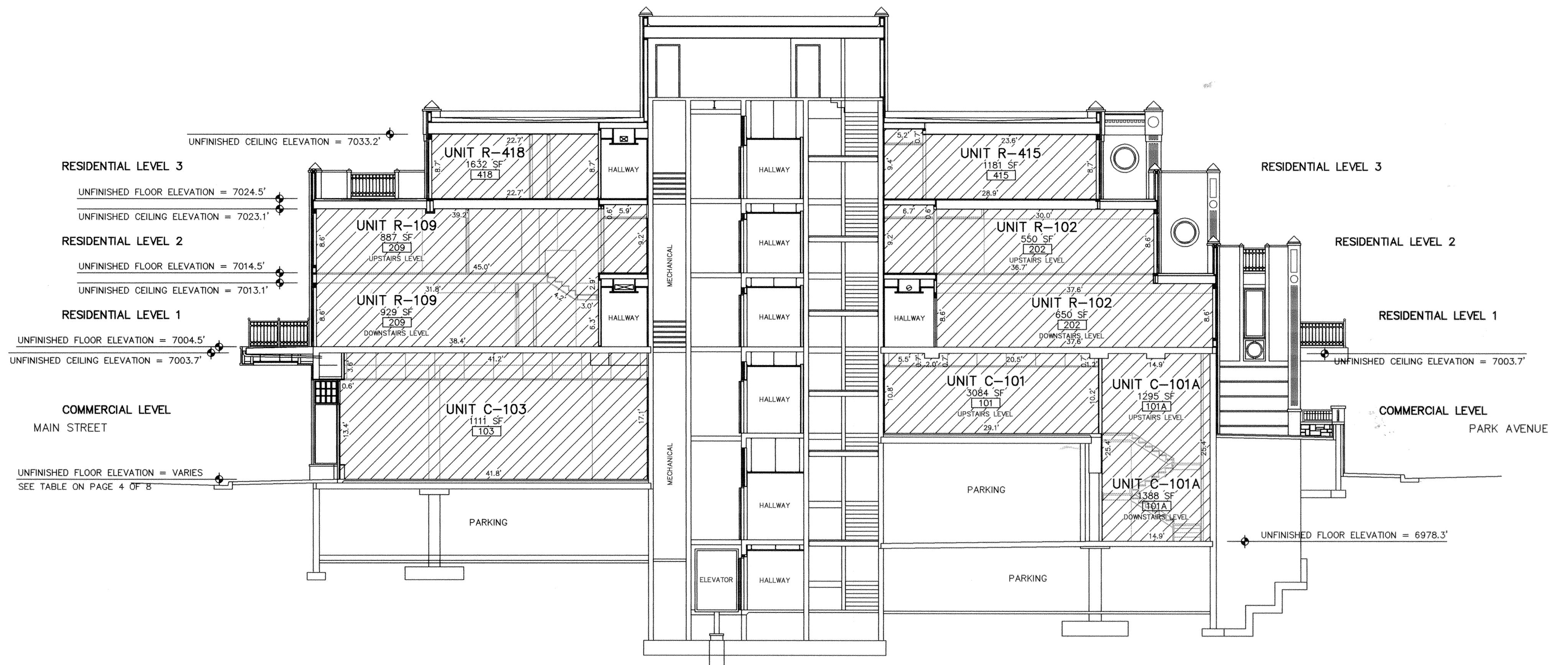
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AT THE REQUEST OF COALITION TITLE
DATE 4-23-97 TIME 8:00AM BOOK PAGE
FEE \$267.00 RECORDER Charlotte Silbaugh Deputy

JOB NO. 6-11-96 \TL\CAL\P-CALP7

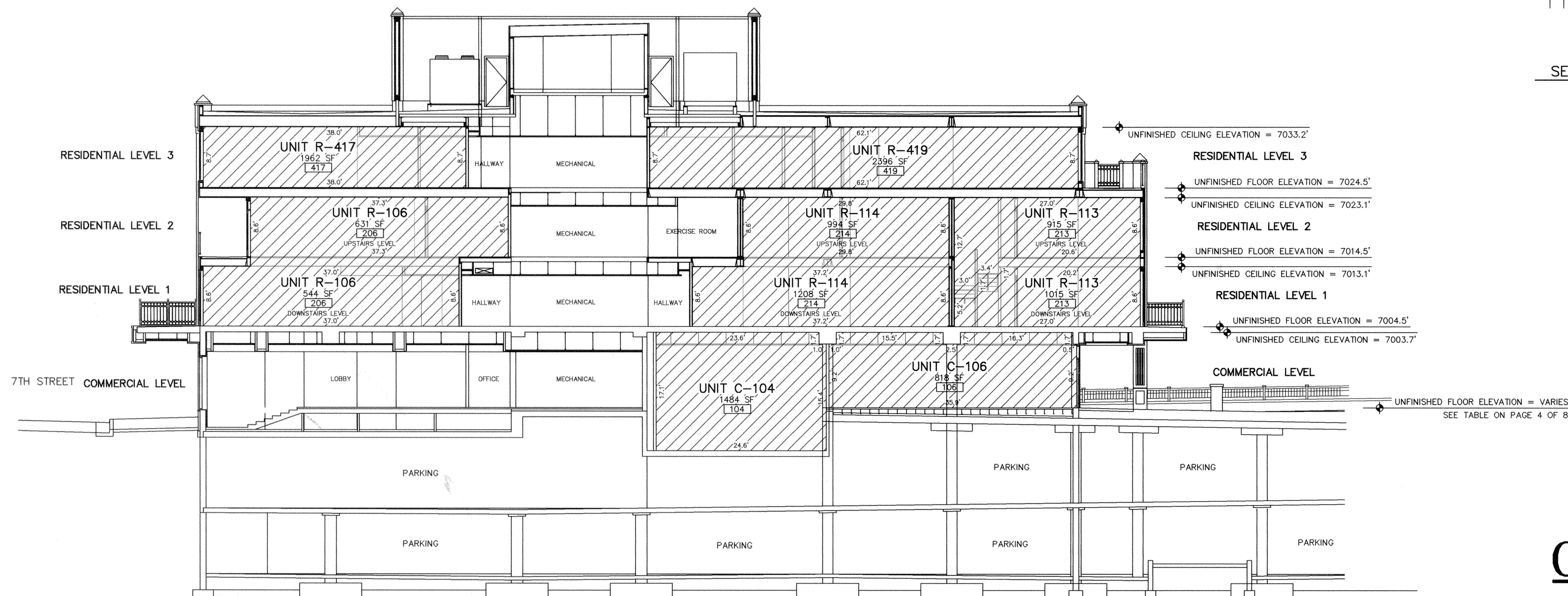
LEGEND

S.F. REPRESENTS SQUARE FEET.

THE STREET ADDRESS FOR CALEDONIAN CONDOMINIUMS
IS 751 MAIN STREET.



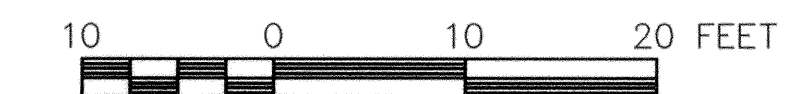
SECTION "A-1"



SECTION "B-1"

AREA LEGEND

- COMMON AREA
- UNIT AREA
- LIMITED COMMON AREA
- CONVERTIBLE TO LIMITED COMMON AREA



RECORD OF SURVEY MAP
CALEDONIAN CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHEAST QUARTER OF SECTION 16
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PAGE 8 OF 8

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AT THE REQUEST OF <u>COALITION TITLE</u>	
DATE <u>4-23-97</u>	TIME <u>8:08 AM</u> BOOK _____ PAGE _____
\$267.00 FEE	<u>Charlotte Willoughby</u> deputy RECORDER

JOB NO. 6-11-96 \TL\CAL\P-CALP8

CALEDONIAN CONDOS
SHEET 8/8



Planning Department

July 20, 2023

Butcher's Chop House
751 Main Street
Unit C-101 A
(435) 640-1179

CC: Ronnie Wedig

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address: 751 Main Street

Zoning District: Historic Recreation Commercial

Application: Administrative Conditional Use Permit

Project Number: PL-23-05625

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: July 20, 2023

Project Summary: The Applicant proposes permanent, year-round Outdoor Dining on the patio to the west of the restaurant utilizing Temporary Structures in the winter months and tables, chairs, and umbrellas in the warmer months to accommodate restaurant patrons.

Action Taken

On July 20, 2023, the Interim Planning Director conducted a public hearing and approved an Administrative Conditional Use Permit according to the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact

1. Butcher's Chop House is a restaurant located at 751 Main Street in Units C-101A, C-101, and C-107 of the Caledonian Condominiums.
2. The site is in the Historic Recreation Commercial (HRC) Zoning District.
3. The Applicant proposes permanent, year-round Outdoor Dining on the patio to the west of the restaurant.

4. The Applicant proposes to utilize the Temporary Structures in the winter months and tables, chairs, and umbrellas in the warmer months.
5. The temporary structures include one yurt and three Alpenglobes in the outdoor plaza adjacent to the restaurant.
6. The Caledonian Condominiums Plat indicates the outdoor plaza is limited common area.
7. A lease agreement of the limited common area exists between the Applicant and Property Owner.
8. Temporary Structures and Outdoor Dining are Conditional Uses in the HRC Zoning District.
9. The proposal meets the standards of LMC § 15-4-16 *Temporary Structures, Tents and Vendors*.
 - a. The Yurt and Alpenglobes are proposed to be temporarily installed within the leased plaza area.
 - b. The location of the plaza does not interfere with the site's existing parking.
 - c. The Temporary Structures will not impede any existing pedestrian circulation. The yurt has two doors, one for primary ingress/egress and the second for emergency egress. The Alpenglobes contain a single door, however, capacity will not exceed eight people. The Applicant is required to ensure proper emergency Access is maintained through yearly inspections with the City's Fire Marshal. These Temporary Structures require an operations (fire) permit prior to installation. The Applicant is also required to maintain fire lane and emergency access for personnel, vehicles, and equipment in the vicinity of the Temporary Structures, and adjacent permanent Structures. Emergency clearance shall be to the satisfaction of the Fire Marshal.
 - d. The Use shall not violate the Noise Ordinance, Municipal Code Chapter 6-3.
 - e. No signs are proposed with this application.
 - f. No exterior lighting is proposed with this application.
10. The proposal, as conditioned, complies with the Supplemental Regulations for Outdoor Dining as outlined in LMC § 15-4-21(B)(1).
 - a. The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping. This Area is elevated above the Public Right-of-Way and does not remove any public or private parking spaces. Additionally, this is a hardscaped Area, and the Outdoor Dining Area will include planters to soften the hardscape and to define the from the adjacent public plaza.
 - b. The proposed Outdoor Dining Area will not impact pedestrian circulation. The public access from Park Avenue to Town Lift is outside the

restaurant's leased Outdoor Dining Area and will remain open and free of any obstacles.

- c. Park City Fire District reviewed this application and did not identify conflicts with the existing emergency Access or circulation.
- d. The Applicant proposes the following furniture during the warm months:
 - i. 12 black metal tables with glass tops
 - ii. 48 black metal, mesh chairs (four chairs per table)
 - iii. Seven, nine-foot-tall umbrellas made with Outdura fabric
- e. The Applicant proposes the following furniture to be used inside the Yurt and Alpenglobes in the winter months:
 - i. Wood tables with metal base, one in each Alpenglobe and nine in the yurt.
 - ii. 48 metal chairs (four chairs per table)
- f. No music or noise is in excess of the City Noise Ordinance, Title 6.
- g. Butcher's is open from 4:00 PM until 10:00 PM every day.
- h. The indoor dining Area can seat up to 235 patrons. The proposed Outdoor Dining Area can seat up to 50 patrons.

11. The Proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).

- a. Size and Location of the Site – The proposed Outdoor Dining Area is in the outdoor plaza adjacent to the Restaurant. Per the Plat notes, the plaza area is Limited Common Area. The Applicant's lease agreement includes use of the Limited Common Area. No other tenants in the Caledonian Condominiums have direct access to the plaza like Butcher's. The City initiated a pilot program in 2016 to temporarily enclose balconies of non-Historic Structures on Main Street for the Winter. This pilot program is set to expire on April 30, 2024. Although the proposed yurt is not a full enclosure of a balcony, it is a Temporary Structure that the Historic Preservation Board (HPB) is still considering for appropriateness in the Historic District. However, the Alpenglobes are generally supported by the HPB as an appropriate Temporary Structure for Winter Outdoor Dining. While the program is still under consideration, Staff recommends on-going approval for the Alpenglobes, but review the use of the Yurt in February 2024.
- b. Traffic – This proposal does not impact any public Rights-of-Way.
- c. Utility Capacity – On June 20, 2023, the Development Review Committee reviewed the proposal and did not identify impacts to utility capacity.
- d. Emergency Vehicle Access – The proposed Outdoor Dining Area will not impede any existing pedestrian circulation. The yurt has two doors, one for primary ingress/egress and the second for emergency egress. The

Alpenglobes contain a single door, however, capacity will not exceed eight people.

- e. Off-Street Parking – There are 524 underground parking stalls available at lower Main Street, with 206 reserved for hotel guests, condominium owners, and paid monthly parking patrons. The remaining 318 parking spaces are available for public parking. Butcher's is in Units C-101 A (1,295 square feet), Unit C-101 (3,084 square feet), and Unit C-107 (511 square feet) for a total of 4,890 square feet. Per LMC §15-3-6(B) a Restaurant, Standard and Bar requires 1 space for every 100 square feet of net leasable Area, including the kitchen Areas. This would require Butcher's to provide 49.83 Off-Street Parking spaces. Although Off-Street Parking for Outdoor Dining is based on a Site-specific review, the total Area of the Outdoor Dining Area is 1,500 square feet, requiring an additional 15 Off-Street Parking Spaces. In total, based on the restaurant Area alone, Butcher's is required to provide 64.83 Off-Street Parking Spaces. Of the 318 available Off-Street, Public Parking spaces, the commercial uses of the Caledonian Condominiums require 74 spaces, leaving 244 Off-Street, Public Parking spaces available.
- f. Internal Vehicular and Pedestrian Circulation – The proposed Outdoor Dining Area will not impact internal vehicular circulation due to the location of the plaza Area. There are no impacts to pedestrian circulation. The public access from Park Avenue to Town Lift is outside the restaurant's leased Outdoor Dining Area and will remain open and free of any obstacles.
- g. Fencing, Screening, and Landscaping – The Outdoor Dining Area is elevated above the Park Avenue Public Right-of-Way and screened with an existing stone wall and metal railing. The Applicant has added a series of planters to define the Dining Area and the Area of public Access.
- h. Building Mass, Bulk, and Orientation – The proposed Outdoor Dining Area is 1,500 Square Feet and is adjacent to the Restaurant. During the winter months, the combined square footage of the temporary structures is 530.5 square feet. The Yurt is approximately 13 feet tall, and the Alpenglobes are approximately nine feet tall.
- i. Useable Open Space – The proposed Outdoor Dining Location will not impact any public Open Space.
- j. Signs and Lighting – Condition of Approval 4 & 5.
- k. Physical Design and Compatibility with Surrounding Structures – Condition of Approval 11.
- l. Noise, Vibration, Odors, Steam, or Other Mechanical Factors – Conditions of Approval 3, 12, & 16. Outdoor Uses must comply with the Park City

Noise Ordinance. Municipal Code of Park City § 6-3-8(J) states that liquor license premises may not have any loudspeaker or sound amplification equipment on any outdoor balcony, deck, patio, or garden associated with the licensed premises other than speaker systems or sound amplification equipment in conjunction with approved outdoor dining. Music is limited to 11:00 AM until 10:00 PM and may not emanate beyond the boundaries of the Outdoor Dining Area.

- m. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and the Screening of Trash and Recycling Pickup Areas – Condition of Approval 10. The proposed Outdoor Dining Area does not modify the operations of the restaurant as related to deliveries, loading, or unloading. There will be no interference with existing delivery and service vehicles.
 - n. Expected Ownership and Management – The property is owned by JP's Nevada LLC, the restaurant is owned by Jesse Shelter, and the restaurant is managed by Ronnie Wedig.
 - o. With and Adjoining Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, Park City Soils Ordinance, Steep Slopes – 751 Main Street is in the Soils Ordinance Boundary as defined in Park City Municipal Code § 11-15-1. Per the City's Soils Ordinance Boundary map, the site is compliant with the Ordinance.
 - p. Reviewed for Consistency with the Park City General Plan - Year-round Outdoor Dining within the HRC Zoning District is consistent with the goals of the General Plan and balances the need to support the tourist economy and local residents. Activation of Outdoor Dining brings a feeling of vibrancy, especially within the Commercial areas of Old Town. Many restaurants in the vicinity also have Outdoor Dining at various times throughout the year.
12. On June 20, 2023, the Development Review Committee reviewed the proposal and finds it complies with required standards.
13. Staff published notice on the City's website and posted notice to the property on July 10, 2023. Staff mailed courtesy notice to adjacent property owners on July 10, 2023.

Conclusions of Law

- 1. The Application, as conditioned, is consistent with LMC Chapter 15-2.5 *Historic Recreation Commercial (HRC) District*, LMC § 15-1-10(E) *Conditional Use Review Process*, LMC § 15-4-21(B)(1) *Supplemental Regulations for Outdoor Dining*, and LMC § 15-4-16, *Temporary Structures, Tents, and Vendors*.
- 2. The proposed Use, as conditioned, will be compatible with the surrounding structures in Use, scale, Mass, and Circulation.

3. The effects of any difference in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. The proposed project shall comply with all adopted codes and ordinances including, but not limited to the Land Management Code, International Building Code, Fire Code, ADA Compliance, and any other standards and regulations adopted by the City Engineer and all boards, commissions, agencies, and officials of Park City.
2. The Applicant shall adhere to all applicable City and State licensing ordinances.
3. The Use is limited to the hours of operation for the Butcher's Chop House. Outdoor noise is prohibited after 10:00 PM. Outdoor Use shall comply with Municipal Code Chapter 6-3, Noise.
4. Signs are not approved with this Administrative Conditional Use Permit.
5. Exterior lighting must be Fully Shielded and cannot exceed 3,000 degrees Kelvin. Any exterior lighting must be reviewed and approved by the Planning Department prior to installation.
6. The Applicant shall ensure the Outdoor Dining Area is vacant and the music turned off after 10:00 PM.
7. The Applicant shall provide secure bicycle parking pursuant to LMC § 15-3-9 in their leased Area for patrons of the restaurant and advertise the availability of this amenity to reduce the parking demand in the vicinity. Bicycle parking shall:
 - a. Be inverted-U, post and ring, corral, or other as approved by the City Engineer and Transportation Planning Department;
 - b. Be mounted in concrete;
 - c. Be galvanized or stainless steel, coated with PVC or thermoplastic, and resistant to rust, corrosion, hammers, and saws;
 - d. Provide secure racks in which both the bicycle frame and wheel may be locked by the user using a U-lock;
 - e. Be designed to prevent damage to the bicycle and to facilitate easy and secure bicycle parking without interference from or to adjacent bicycles;
 - f. Be installed no more than fifty feet (50') from the primary entrance;
 - g. Be located in convenient, highly visible, active, well-lighted areas that are easily accessible from the Right-of-Way, bicycle lanes, and/or trails and pathways;
 - h. Meet the dimension, setback, and installation requirements outlined in the NACTO or AASHTO design guidelines, as approved by the City Engineer or Transportation Planning;
 - i. Be Compatible in design and function with the surrounding Buildings and Street furniture;
 - j. Be protected from vehicles;

- k. Be maintained in good condition, appearance, and repair;
 - l. Be protected from weather by existing structures such as overhangs or awnings or by natural elements such as a tree canopy;
 - m. Be clear of ice, snow, and any other obstructions;
 - n. Not obstruct pedestrian or ADA accessibility.
 - o. Bicycle parking shall provide for 10% of the required Off-Street parking for the temporary storage of bicycles.
 - p. One percent (1%) or minimum of one (1) bicycle parking space of the outdoor bicycle parking shall provide parking at least three feet (3') by ten feet (10') per space to accommodate large bicycles such as cargo, recumbent, tandem, electric, and bicycles with trailers.
8. Use of the Temporary Structures require an operations (fire) permit prior to installation.
 9. The Applicant shall maintain fire lane and emergency access for personnel, vehicles, and equipment in the vicinity of the Outdoor Dining Area, and adjacent permanent Structures. Emergency clearance shall be to the satisfaction of the Fire Marshal.
 10. The Applicant shall enclose the trash receptacle, so it is screened from public view.
 11. Because the site is in a Historic District, the Applicant must obtain permission from the Planning Director or their designee prior to installing the temporary structures for the upcoming winter season, in accordance with the Historic District Design Guidelines.
 12. If the Applicant receives a complaint regarding noise generated from the Outdoor Use, the Applicant shall notify the Park City Planning Department. Upon three complaints, the Planning Director will review the approval of the Administrative CUP and reserves the right to modify the operations, add additional restrictions and/or Conditions of Approval, or revoke the Administrative CUP to mitigate impacts to the community.
 13. The Use shall not impede vehicular circulation, pedestrian circulation, emergency Access, or any other public safety measure.
 14. The Applicant shall comply with any City, County, and State health licensing requirements. The Use shall not violate the Summit County Health Code or State Regulations on mass gatherings. The Applicant shall ensure adherence to all Fire Codes.
 15. The Applicant shall obtain the proper building permits and schedule the necessary inspections with the Building Department.
 16. Liquor licensed premises may not have any loudspeaker or sound amplification equipment on any outdoor balcony deck, patio, or garden associated with the licensed premises other than speaker systems or sound amplification equipment

in conjunction with approved outdoor dining. Music is limited to 11:00 a.m. to 10:00 p.m. and may not emanate beyond the boundaries of the outdoor dining area.

17. The Applicant shall install the Temporary Structures no earlier than November 1 and shall remove the Temporary Structures within 180 days, as required by the International Building Code.
18. The Planning Department shall review the Use of the yurt with the Applicant in February 2024 to determine if on-going approval is appropriate in the Historic District.

If you have questions or concerns regarding this Final Action Letter, please call Spencer Cawley at (435) 615-5065 or email spencer.cawley@parkcity.org.

Sincerely,



Rebecca Ward
Interim Planning Director

CC: Spencer Cawley, Project Planner

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement ("Amendment") is entered into this 7 day of April 2022 and shall be effective as of October 1, 2022 between the Caledonian Company, L.L.C. ("Landlord") and Jesse Shetler (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease Agreement dated November 1, 2003, as amended by the First Amendment dated April 1, 2007, as further amended by the Second Amendment dated as of June 1, 2010, and as further amended by the Third Amendment to Lease Agreement dated as of June 1, 2015, all relating to the Commercial Unit Nos. C-101 and C-101A at the Caledonian Condominiums in Park City, Utah (collectively, the "Lease");

WHEREAS, Tenant would like to expand and take an additional 511 sq. ft. of space currently occupied by Berkshire Hathaway and known as Commercial Unit No.107; and

WHEREAS, Landlord and Tenant are desirous of amending, expanding the scope of the Lease, and extending the term of the Lease that is due to terminate on September 30, 2022.

AGREEMENT:

IT IS THEREFORE AGREED, in consideration of the Lease as well as the promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, that:

1. The term of the Lease is hereby extended a total of five (5) years from September 30, 2022 until September 30, 2027.

2. Beginning October 1, 2022, Tenant agrees to Lease an additional 511 sq. ft. of space currently occupied by Berkshire Hathaway. The space is more particularly described on Exhibit "A" attached to this Amendment.

3. The Fixed Minimum Rent for the first Lease Year of the extended term shall be \$126,900 per annum, payable monthly in advance in the amount of \$10,575 per month. The Fixed Minimum Rent shall be increased each succeeding Lease Year of the extended term by the greater of (i) the Fixed Minimum Rent for the preceding Lease Year multiplied by the CPI Adjustment, or (ii) the Fixed Minimum Rent for the preceding Lease Year multiplied by one-hundred three percent (103%).

4. Percentage Rent shall continue to be due and payable in accordance with the terms of the Lease.

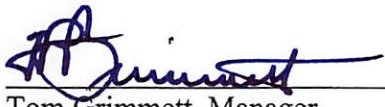
5. Except as set forth in paragraphs 1 through 4 above, the Lease shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

LANDLORD:

TENANT:

The Caledonian Company, L.L.C.



Tom Grimm, Manager

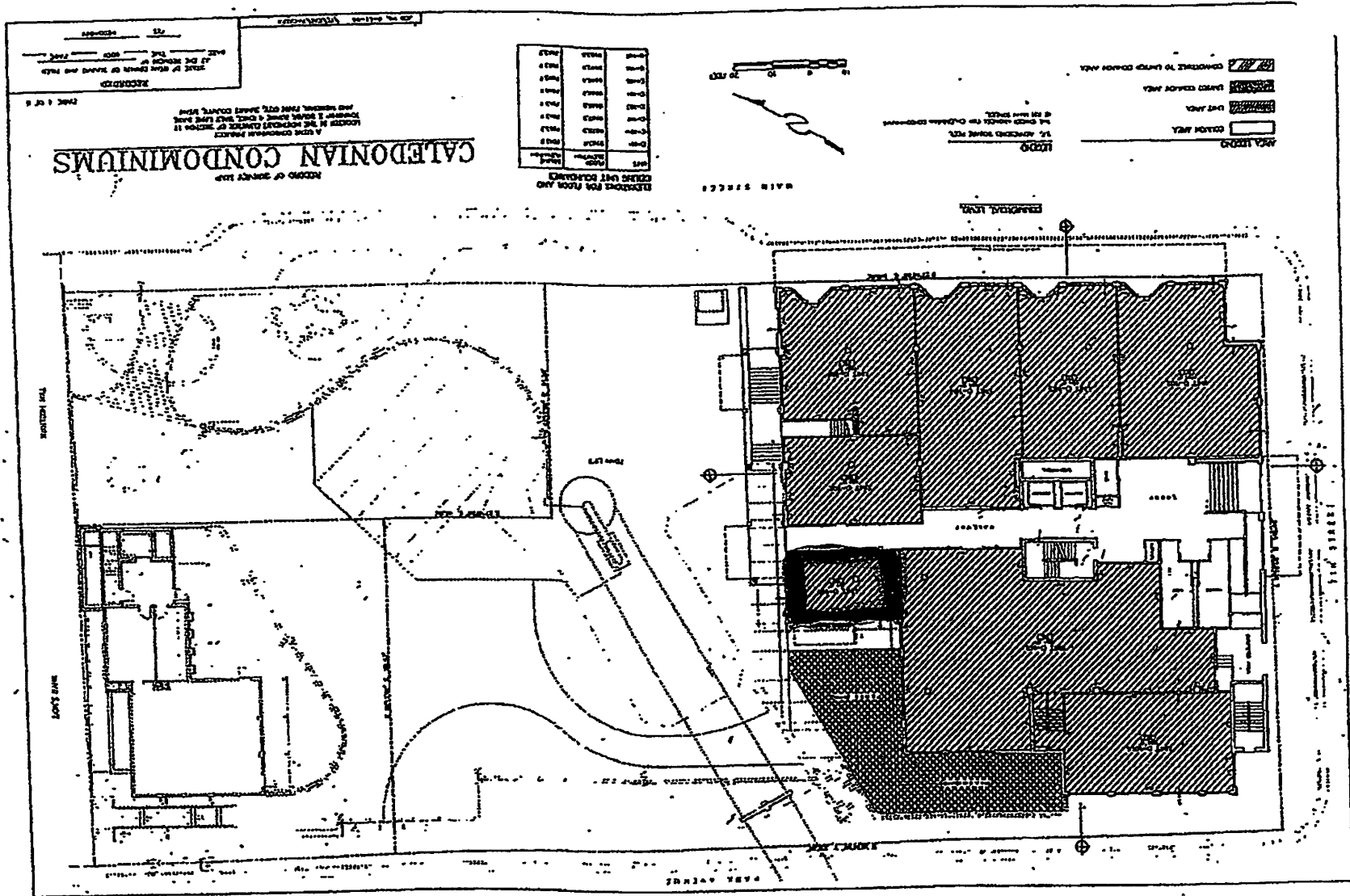


Jesse Shetler

EXHIBIT A

ADDITIONAL SPACE UNDER EXTENSION

EXHIBIT A



LEASE AGREEMENT
BETWEEN
THE CALEDONIAN COMPANY, L.L.C.
a Utah limited liability company
AND
JESSE SHETLER

*THE CALEDONIAN CONDOMINIUMS
Main Street
Park City, Utah*

**THE CALEDONIAN CONDOMINIUMS
BASIC LEASE INFORMATION**

Lease Date	November 1, 2003
Landlord	The Caledonian Company, L.L.C., a Utah limited liability company
Tenant	Jesse Shetler
Tenant's Guarantor	Not Applicable
Premises	Commercial Unit Nos. C-101 & C-101A
Term	Seven (7) Lease Year(s) beginning on November 1, 2003; and ending on December 31, 2010. The date set forth above shall be the Commencement Date.
Rentable Area of Premises	Approximately 5,767 square feet
Fixed Minimum Rent	\$60,000.00 per year, \$5,000.00 per month
Prepaid Rent	\$5,000 last month's rent
Security Deposit	\$5,000
Percentage of Gross Sales	6%
Monthly Gross Sales Break Point	\$139,183
Tenant's Pro Rata Share	46.9%
Use	Operation of a restaurant.
Trade Name	Tenant shall have until opening of business to designate a trade name, which trade name shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld
Radius Restriction Mileage	Not Applicable
Broker(s)	Moore Properties

**THE CALEDONIAN CONDOMINIUMS
BASIC LEASE INFORMATION**

Lease Date	November 1, 2003
Landlord	The Caledonian Company, L.L.C., a Utah limited liability company
Tenant	Jesse Shetler
Tenant's Guarantor	Not Applicable
Premises	Commercial Unit Nos. C-101 & C-101A
Term	Seven (7) Lease Year(s) beginning on November 1, 2003; and ending on December 31, 2010. The date set forth above shall be the Commencement Date.
Rentable Area of Premises	Approximately 5,767 square feet
Fixed Minimum Rent	\$50,000.00 per year; \$5,000.00 per month
Prepaid Rent	\$5,000 last month's rent
Security Deposit	\$5,000
Percentage of Gross Sales	6%
Monthly Gross Sales Break Point	\$139,183
Tenant's Pro Rata Share	46.9%
Use	Operation of a restaurant.
Trade Name	Tenant shall have until opening of business to designate a trade name, which trade name shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld
Radius Restriction Mileage	Not Applicable
Broker(s)	Moore Properties

**Landlord's
Address**

For Notices:
The Caledonian Company, L.L.C.
P.O. Box 1626
Park City, Utah 80460
ATTN: Mr. Jack Mahoney

With copy sent to:
Robert C. Dillon, Esq.
Suite E-302, 1500 Kearns Blvd.
Park City, Utah 84060

**Tenant's
Address**

Jesse Shetler
P.O. Box 794
Park City, Utah 84060

Exhibits

EXHIBIT "A": Legal Description of the land on which The Caledonian Condominiums (including the Commercial Space) has been constructed (the "Project Site").

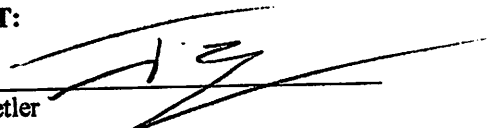
EXHIBIT "B": The initial Site Plan, which the Landlord may change from time to time, showing the approximate location of the Premises.

EXHIBIT "C": Special Stipulations

EXHIBIT "D": Rules and Regulations

Where references to particular Basic Lease Information appear in the Lease, such references shall incorporate the applicable Basic Lease Information set forth herein.

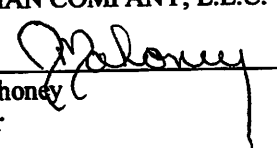
TENANT:



Jesse Shetler

LANDLORD:

THE CALEDONIAN COMPANY, L.L.C.

By: 

Jack Mahoney
Manager

**THE CALEDONIAN CONDOMINIUMS
COMMERCIAL LEASE AGREEMENT**

*90% of rent not
calculated
on
comps
spills
memberships*

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease"), dated the lease date Lease Information (for the purpose of reference only), is made and entered into by and between _____ Company, L.L.C., a Utah limited liability company (hereinafter referred to as "Landlord") and the tenant set forth in the Basic Lease Information (hereinafter referred to as "Tenant");

WITNESSETH:

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the term of this Lease and subject to the terms, covenants, agreements and conditions hereinafter set forth, to each and all of which Landlord and Tenant hereby mutually agree.

1. DEFINITIONS

For the purposes of this Lease and in addition to the terms defined elsewhere in this Lease, the following defined terms shall have the meanings ascribed thereto in this Paragraph 1:

"Building" shall mean that certain building known as The Caledonian Condominiums located at the intersection of Main Street and 7th Street in Park City, Utah, and containing four floors above street level and two parking levels located beneath street level.

"Commencement Date" shall mean the first day of the Lease Term as set forth in the Basic Lease Information.

"Commercial Space" shall mean the commercial space, including the commercial condominium units and the common areas and facilities located on the Main Street and Park Avenue Street Level of the Building, and the parking spaces located on the lower two levels of the Building, within the Project Site, as the Commercial Space and the Project Site may be expanded or contracted from time to time by Landlord.

"Common Area" shall mean such area of the Commercial Space as is designated by Landlord from time to time for use in common by the Tenant and others designated by Landlord, including without limitation, the two parking levels in the Building and the basement and first floor levels of the new building (open or enclosed), lobbies, stairs, escalator, elevator, corridors, common utility lines, pipes, wires and facilities, loading docks, courts, landscaped and planted areas, restrooms, entrances and exits, sidewalks and walkways (open or enclosed), first aid stations (if any), and other areas, facilities and improvements for common use; provided, however, the Common Areas shall not include any of the common areas and facilities located on the residential unit floors of the Building.

"CPI" shall mean the Revised Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, U.S. City Average for Urban Wage Earners and Clerical Workers, All Items, 1984 = 100, or if such index no longer exists, a comparable index designated by Landlord published by the Bureau of Labor Statistics or other agency of the U.S. Government.

"CPI Adjustment" shall mean for any Lease Year a fraction, the numerator of which shall be the CPI for the calendar month immediately preceding the commencement of such Lease Year (the "base month") and the denominator of which shall be the CPI for the same calendar month twelve (12) months immediately preceding such base month.

"Cross-Easement Agreement" shall mean the Cross Easement Agreement dated October 1, 1996 between The Caledonian Company, a Utah limited liability corporation, Sweeney Land Company, a Utah general partnership, Quitting Time Ltd., a Utah limited partnership and Landlord, and MPE, Inc., a Utah corporation,

recorded as Entry No. 464277 in Book 997, Page 512, Summit County Recorder's Office, as the same may be amended from time to time in accordance with its terms.

"Declaration" shall mean the Declaration of Condominium for The Caledonian Condominiums filed in the official records of the Recorder's Office of Summit County, Utah.

"Distribution Agreement" shall mean that certain Distribution Agreement dated October 1, 1996 between Quitting Time Limited Partnership, Sweeney Land Company, MPE Inc. and Declarant containing the contingent obligation of the Declarant and the Association to convey a small portion of the parking garage structure which is a part of the Common Area and Facilities and to relocate the Town Lift Ski Base to a portion of the common parking garage structure located on the adjoining property upon the occurrence of certain events set forth therein, a Notice of Interest of which obligations is recorded as Entry No. 464274 at Book 997, Page 494, in the official records of the Summit County, Utah Recorders Office

"Gross Sales" shall mean all revenues and receipts of every kind derived from operating the Premises as a restaurant and/or private club, including, without limitation: income (from both cash and credit transactions after deduction for credit card fees, if any); license, lease and concession fees and room rentals (not including gross receipts of licensees, lessees and concessionaires); income from vending machines; income from off-premise catering; food and beverage sales; wholesale and retail sales of merchandise, service charges, and proceeds, if any, from business interruption or loss of income insurance; provided, however, that Gross Sales shall not include (i) gratuities to restaurant employees, or (ii) federal, state or municipal excise, sale or use taxes or similar impositions collected directly from patrons or guests or included as part of the sales price of any goods or services.

"Lease Year". The first Lease Year shall begin on the Commencement Date and shall end on the last day of the twelfth (12th) full calendar month thereafter, except that for the purpose of calculating Fixed Minimum Rent or Percentage Rent the first Lease Year shall begin on the date Tenant first opens for business. Each successive Lease Year shall commence on the first day following the last day of the prior Lease Year.

"Legal Requirements" shall mean all laws, ordinances, codes, rules and regulations of all applicable public authorities; the Declaration; the rules, regulations and requirements of any fire rating organizations or rating bureaus; and any rules or directives issued by Landlord's insurance companies.

"Maintenance Agreement" shall mean the Maintenance Agreement dated November 10, 1994 between Quitting Time Ltd., a Utah limited partnership, and Park City Municipal Corporation, recorded January 13, 1995 in Book 00862, Page 450, Summit County Recorder's Office, as the same may be amended from time to time in accordance with its terms.

"Other Recorded Easements" shall mean those certain easement agreements recorded at Pages 114, 127 and 102, respectively, in Book 0728, Summit County Recorder's Office.

"Map" shall mean the Map of Survey for The Caledonian Condominiums filed in the official records of the Recorder's Office of Summit County, Utah.

"Premises" shall mean the portion of the Commercial Space which is the commercial condominium unit identified in the Basic Lease Information.

"Tenant's Pro Rata Share" shall be equal to the product obtained by multiplying any item of aggregate Additional Charges for the Commercial Space by a fraction, the numerator of which being the number or square feet in the Premises and the denominator of which being the total number of leasable square feet in the Commercial Space.

"Town Lift Agreement" shall mean that certain First Amended Grant of Easement dated August 14, 1996 recorded at Book 985, Page 753, Summit County Recorder's Office.

"The Caledonian Condominiums" shall mean that certain luxury mixed use residential and commercial condominium project located at the intersection of Main Street and 7th Street, Park City, Utah, and consisting of the Building containing 33 residential units, eight retail/commercial units, and a two-level parking garage containing approximately 112 parking spaces located on the Project Site.

"Unit(s)" shall mean the commercial condominium unit identified as the Premises in the Basic Lease Information. The Unit shall not include the Landlord's undivided interest in the Common Areas and Facilities of The Caledonian Condominiums or the Landlord's right to vote as a member of The Caledonian Condominium Association, Inc.

2. PREMISES

(a) For the rent and upon the agreements contained in this Lease, Landlord leases to Tenant and Tenant rents from Landlord the Premises described in the Basic Lease Information.

(b) The Premises do not extend beyond the limits of the legal description of the Unit as set forth in the Declaration and Map.

(c) Landlord expressly reserves the use of the walls and the ceilings (and soffit space) of the Premises and the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires through the Premises in locations which will serve other areas. Further, Landlord reserves the right to enlarge, expand, contract or relocate the physical space occupied by other tenants; provided, however, the Premises shall not be adjusted, enlarged, expanded, contracted or relocated without Tenant's consent.

3. TERM

The term of this Lease shall be for the number of Lease Years set forth in the Basic Lease Information and shall begin on the Commencement Date and shall end on the Expiration Date as specified in the Basic Lease Information.

4. FIXED MINIMUM RENT

(a) Tenant's obligations to pay Fixed Minimum Rent shall begin on the Rental Commencement Date of this Lease and shall be pro rated for any partial month.

(b) Tenant agrees to pay to Landlord the Fixed Minimum Rent set forth in the Basic Lease Information, in equal monthly installments each in advance on the first day of each and every calendar month, except that the Prepaid Rent set forth in the Basic Lease Information shall be paid by Tenant to Landlord upon execution of this Lease by Tenant.

5. PERCENTAGE RENT

(a) Tenant shall pay to Landlord Percentage Rent during each calendar year and partial calendar year during the term. In the event of a partial calendar year, or if the Fixed Minimum Rent shall be abated or reduced for any reason whatsoever, then the applicable Break Point shall be reduced proportionately.

(b) Percentage Rent shall be reported and paid on a monthly basis as follows:

(i) Within twenty (20) days after the end of each month, Tenant shall furnish to Landlord a statement of Gross Sales for the month just ended. Concurrently with the delivery of such statement for each such month, Tenant shall pay to Landlord the Percentage Rent due based on Gross Sales for such month just ended. Monthly payments of Percentage Rent shall be calculated by multiplying the Gross Sales Percentage by the Gross Sales for such month in excess of the Monthly Gross Sales Break Point (or a prorated portion of said Break Point for any partial calendar month).

(ii) There shall be no end of the year reconciliation of Percentage Rent paid, and Tenant shall not be entitled to any rebate of Percentage Rent Paid for any month where there was no Percentage Rent due.

(c) Each statement of Gross Sales furnished by Tenant shall be certified to Landlord as correct by an officer of Tenant and shall show the computations of Gross Sales (including exclusions) for Tenant and each of its subtenants, licensees, concessionaires and other occupants of the Premises and the computation of Percentage Rent due. Furthermore, each statement of Gross Sales submitted to Landlord shall be accompanied by a copy of the completed Sales and Use Tax Report Form filed by Tenant with the Department of Commerce, State of Utah, for the same period covered by the statement of Gross Sales.

(d) Tenant shall keep and maintain on the Premises or at its headquarters, full, complete, and accurate books of the Premises in accordance with generally accepted accounting principles and practices consistently applied (including, without limitation, Sales and Use Tax Report Forms, all income tax returns, daily dated sales slips and/or cash register tapes/reports, daily bank deposit slips, telephone and mail order sales slips, bank statements, credit card receipts, and detailed records of all deductions and exclusions from Gross Sales), which books and records shall at all times be open for inspection by Landlord and its authorized representatives. If at any time, said books and records prove inadequate in the reasonable judgment of Landlord to record Gross Sales in the detail herein required, Tenant, upon the written request of Landlord, shall establish and maintain such a system of books and records as shall be of a character and form adequate for said purposes. If, within ninety (90) days of such written request, Tenant shall have failed to so establish and maintain such system of books and records, Landlord may terminate the Lease for default, effective upon thirty (30) days prior written notice.

(e) Landlord shall have the right to audit the books and records relating to Gross Sales at the Premises, and all such books and records shall be held available for such purpose for at least three (3) years after such statement is rendered. Landlord's right to audit shall survive the termination of this Lease.

(f) If an audit shall disclose that Gross Sales were understated for period covered by a statement of Gross Sales by more than two (2%) percent, Tenant shall immediately upon demand pay the cost of such audit. If there shall have been an underpayment of Percentage Rent for the period in question, Tenant shall pay immediately upon demand the Percentage Rent due, together with interest from the date such payment was originally due and a late payment charge, as calculated in accordance with Section 6(c) of this Lease. If in the opinion of the auditor Tenant intentionally understated the Gross Sales from the Premises, Landlord shall have the right, in its sole discretion, to terminate this Lease by written notice to Tenant.

6. ADDITIONAL CHARGES

(a) In addition to Fixed Minimum Rent and Percentage Rent, Tenant agrees to pay to Landlord, beginning on the Commencement Date and pro rated for any partial period, at the times hereinafter set forth, the following Additional Charges, as additional rent:

(i) Common Areas Charges. The Common Area Charges shall include any regular or special assessments paid by the Landlord to The Caledonian Condominiums Owner's Association related to the Unit in which the Premises are located (the "Unit Owner's Assessments"). To the extent that the same are not included in the Unit Owner's Assessments, the Common Area Charges shall also include a prorata amount (based upon the square footage in the Premises compared to the total square footage of all Units in the Commercial Space) of Landlord's total annual costs and expenses of operating, maintaining, managing, repairing, upgrading and supervising the Commercial Space including the Common Areas, which includes, but is not limited to, cleaning; providing, maintaining and replacing landscaping; sanitary control; all costs of providing dumpsters and/or compactors and the cost of disposal of all trash and garbage; all insurance carried for the Common Areas (including, without limitation, public liability, property damage and worker's compensation covering personnel, sign and other insurance in limits selected by Landlord); management fees; repairs and replacements of the lobbies, walkways,

corridors, and all other Common Areas, and all installations therein; cost of all utilities used or consumed in the Common Areas including, without limitation, electricity consumed in the enclosed lobbies; costs of heating, cooling and ventilating the lobbies and other Common Areas, repair and/or replacement of gas lines, water lines, sanitary sewer lines, storm sewer lines, drainage facilities, and heating, ventilating and air conditioning equipment, pipes, lines and facilities serving the Commercial Space; repair and/or replacement of light fixtures, equipment and bulbs; any changes made in the Common Areas or facilities to comply with Legal Requirements; amortization of charges which Landlord could have charged in one year; costs of signs, sign maintenance and sound systems; all personal property and similar taxes; the cost of all Common Area equipment, machinery, tools, supplies and other personal property and facilities and replacements thereof; the cost of personnel (including benefits and taxes) to implement such services; the cost of any contracts entered into for the performance of any such services or functions; and similar services and functions.

(ii) Real Estate Taxes and Assessments. The annual real property taxes and assessments (general and special, ordinary and extraordinary, foreseen and unforeseen) levied against the Units, including all costs and fees incurred by Landlord in contesting or defending taxes and assessments or negotiating with public authorities.

(iii) Other Taxes. Should the United States, the State of Utah or any political subdivision thereof or any governmental authority having jurisdiction impose a tax and/or assessment of any kind or nature upon, against, measured by or with respect to the rentals payable to Landlord or on the gross receipts or income of Landlord derived from the Commercial Space or with respect to Landlord's or the entities' which form the Landlord herein ownership of the land and buildings comprising the Commercial Space, then Tenant shall be obligated to pay said tax and/or assessment. Tenant shall pay Tenant's Pro Rata Share of said tax and/or assessment directly to the taxing authority or, if Landlord in the first instance is obligated to pay the taxing authority, Tenant shall pay to Landlord Tenant's Pro Rata Share thereof.

(v) Insurance. Tenant's Prorata Share of Landlord's annual premiums for fire, extended coverage and "all-risk" insurance coverage if carried by Landlord; comprehensive or commercial general liability insurance; rent loss insurance; steam boiler insurance; and all other insurance maintained by Landlord for the Commercial Space from time to time, except for liability and other insurance premiums included in Common Areas Charges pursuant to the Basic Lease Information.

(b) Payment. The foregoing charges may be reasonably allocated by Landlord among the various buildings or areas within The Caledonian Condominiums and, unless the amount and time for payment are fixed, may either be separately invoiced by Landlord and, in such event shall be paid by Tenant within fifteen (15) days after the date of such invoice; or said amounts may be estimated by Landlord in which event Landlord shall notify Tenant from time to time of Landlord's estimate. Tenant shall pay said estimate (as said estimate may be revised) in advance on the first day of each and every calendar month with Tenant's Fixed Minimum Rent. When Landlord has calculated the exact amount actually payable by Tenant for each item, Landlord shall notify Tenant. Any deficiency in payment by Tenant for any item shall be paid by Tenant to Landlord upon receipt of the notice in respect to such item. Any overpayment by Tenant shall be credited against the next ensuing installments of Landlord's estimate of that item.

(c) Interest - Late Payment Charge. Any payment due from Tenant to Landlord not received by Landlord upon the date herein specified to be paid shall bear interest from the date such payment is due to the date of actual payment at a rate equal to eighteen percent (18%) or the highest lawful rate of interest permitted by the laws of Utah, whichever rate of interest is lower. In addition, in consideration of Landlord's additional administrative expenses incurred as the result of late payments, Tenant shall pay to Landlord a late payment charge equal to five percent (5%) of the amount due if such payment is not received by Landlord within ~~10~~ ~~15~~ five (5) days from the date required to be paid hereunder. Notwithstanding the interest charge and late payment charge, nonpayment of Fixed Minimum Rent, Additional Charges, Percentage Rent or other charges due hereunder

(including, without limitation, the interest and late payment charge imposed by this Paragraph 6(c)) shall constitute a default of this Lease.

(d) No Offset. All Fixed Minimum Rent, Percentage Rent, Additional Charges and other amounts of money payable by Tenant to Landlord under this Lease (hereinafter sometimes collectively called "Rental" or "rental") shall be paid to Landlord, without demand, deduction or offset, in lawful money of the United States of America at Landlord's address for notices hereunder or to such other person or at such other place as Landlord may from time to time designate in writing.

7. CONSTRUCTION OF PREMISES

(a) Landlord at Landlord's expense will perform Landlord's work ("Landlord's Work") substantially as set forth in Exhibit "C" of this Lease. The taking of possession of the Premises by Tenant shall signify conclusively that Landlord's Work has been properly completed in all respects. Any disagreement which may arise between Landlord and Tenant with reference to the work to be performed by either Landlord or Tenant pursuant to the terms and exhibits of this Lease and the plans and specifications prepared in connection herewith shall be resolved by the decision of Landlord's architect.

(b) Tenant at Tenant's expense shall do all other work and shall make all installations in the Premises necessary or desirable for Tenant's use thereof ("Tenant's Work") in accordance with Exhibit "C" of this Lease whether or not specifically set forth in this Lease, its exhibits and the plans and specifications prepared in connection herewith ("Tenant's Plans") as being the obligation of Tenant. Tenant's Work shall be performed in accordance with Tenant's Plans prepared in conformity with Exhibit "C" and must be approved by Landlord or Landlord's architect prior to the commencement of Tenant's Work.

(c) Tenant's Work shall be performed and all facilities, equipment and fixtures shall be installed in conformity with all Legal Requirements. Tenant shall hold Landlord harmless from any penalty, damage or injury of whatever kind arising out of a failure of Tenant's Work so to conform. The submission to Landlord by Tenant of Tenant's Plans shall constitute a warranty by the Tenant that the work provided for therein is in conformity with such Legal Requirements and Exhibit "C" of this Lease. No approval by Landlord of Tenant's Plans shall constitute in any manner a waiver by Landlord of Landlord's rights under these warranties.

8. USE AND OPERATION

(a) Tenant agrees to open for business on or before December 20, 2003. The Premises shall be opened for business, kept open for business and used by Tenant and any assignee, sublessee or other occupant of the Premises continuously for the operation of a restaurant or retail store engaged in the sale of the food, goods and/or services set forth in the Basic Lease Information. Tenant agrees that Tenant will not use or permit the Premises or any part thereof to be used for any other business or purpose than that specifically defined and permitted by this Paragraph 8(a) or for the sale of any merchandise or the performance of any services other than the merchandise and/or services specified in this Paragraph 8(a). The covenant to use the Premises as set forth above is a material inducement for Landlord to enter into this Lease and Landlord, in Landlord's sole discretion, may withhold consent to any proposed change of use of the Premises.

(b) Tenant shall conduct its business in the Premises under the name set forth in the Basic Lease Information without change.

(c) Tenant, at Tenant's sole cost and expense, shall obtain all building, use and occupancy permits and licenses required by applicable governmental authority for construction, repair or alteration of the Premises, use of the Premises and for the conduct of Tenant's business; and Tenant shall operate its business in accordance with all Legal Requirements.

(d) The Premises shall be open for business to the public Monday through Sunday for business hours which are common for restaurants serving lunch and dinner in the Park City area. The hours required

hereunder for the conduct of business shall not prohibit temporary closing of the Premises to comply with the order of any duly constituted authority to during the period of strikes, lockouts, emergencies or other causes beyond Tenant's control, or periods necessary for Tenant to refurbish the Premises so long as Tenant shall make all reasonable efforts to shorten such periods. Landlord reserves the right to permit other tenants to observe different hours of business operation.

(e) Tenant agrees to keep on the Premises an adequate staff of employees and a full and complete stock of food or merchandise and shall continuously operate its business during the hours set forth. Each failure of Tenant to keep the Premises open for business as herein required shall be deemed a breach of this Lease. In addition to any other rights and remedies Landlord may have for such default, Tenant agrees to pay Landlord (in addition to the Fixed Minimum Rent and Additional Charges set forth in this Lease) for each day that Tenant does not operate from the premises in accordance with the provisions of this Lease liquidated damages equal to the average monthly Percentage Rent paid by Tenant for the preceding three (3) month period pursuant to this Lease, divided by thirty (30), it being acknowledged by Landlord and Tenant that Landlord's actual damages would be difficult to calculate and that the liquidated damages set forth above represent a fair and reasonable approximation of Landlord's actual damages.

(f) Tenant, recognizes that The Caledonian Condominiums is designed as a luxury mixed use residential/commercial condominium project, and as a further inducement to Landlord to enter into this Lease, Tenant covenants and agrees that at all times the business conducted from the Premises and the kind and quality of food, merchandise and services offered for sale will be of the highest quality and nature in every respect; and the sales methods employed in said business, as well as other elements of operating, merchandising, display and advertising, will be dignified and in conformity with the highest standards of practice employed by first class restaurants, shops and concerns dealing in similar food, merchandise or conducting a similar type business in Park City, Utah. No auction, fire, bankruptcy, going-out-of-business, inventory clearance or lost-lease sale or like or similar sale shall be conducted on the Premises.

(g) Tenant, at Tenant's expense, shall: keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises; keep any vestibules or entries to the Premises free of all trash, refuse or other articles; not allow any hazardous or toxic substances (as defined under any applicable law) to be placed or kept within the Premises or Commercial Space, or disposed of through The Caledonian Condominiums sewers or in any other manner not permitted under applicable Legal Requirements; not cause or permit objectionable odors to emanate or to be dispelled from the Premises; not permit any noise to emanate from the Premises; and not solicit, conduct business or distribute any flyers, handbooks, coupons or other advertising or promotional materials in the Common Areas or any part of The Caledonian Condominiums, including without limitation, the apartment buildings, Common Areas or parking garage, without first obtaining Landlord's consent.

(h) Tenant shall not install in the Premises any video, pinball, or similar arcade-type games or amusement devices.

(i) Tenant agrees that Tenant (or any member of Tenant's family or any parent, subsidiary, affiliate, officer, director or shareholder of Tenant if Tenant be a corporation) will not within the number of miles set forth in the Basic Lease Information measured from The Caledonian Condominiums either directly or indirectly own, operate or be financially interested in, with or without others, a business like or similar to the business permitted to be conducted pursuant to this Lease, nor will Tenant permit any like or similar business within said radius to be operated under a name which shall be the same or similar to the name under which Tenant's business in the Premises is conducted. Without limiting Landlord's remedies, in the event Tenant should violate this covenant, Landlord may, at its option include the gross sales of such other store in the gross sales transacted in the Premises for the purpose of computing Overage Rent due hereunder. The provisions of this Section shall survive the termination of this lease or the re-entry into the Premises by Landlord resulting from a breach of this Lease by Tenant provided, however, that Tenant's obligations under this Section shall terminate on the later of the date Tenant shall vacate the Premises or the expiration of the original term and any option periods duly exercised by Tenant.

(j) If Tenant prepares food in the Premises, Tenant, at Tenant's expense, (i) shall have the filters and the hoods for food processing exhaust systems removed daily and washed and have the hoods scraped and cleaned a minimum of once every three (3) months and keep a record of such cleaning to be given to Landlord upon request; (ii) shall install and maintain all grease traps approved by Landlord in all sinks and other applicable drains in the Premises and keep the same in a clean and sanitary condition and in good working order and repair, such traps to be thoroughly cleaned on a monthly basis, and keep a record to be furnished to Landlord upon request; and (iii) if gas is used in the Premises, shall install and maintain a proper gas cut-off valve on the Premises.

9. COMMON AREAS

(a) Tenant and Tenant's customers, employees and visitors shall have the right, in common with all others granted similar rights by Landlord, to the nonexclusive use of all Common Areas provided by Landlord from time to time for the Commercial Space. Unless otherwise specified in the Special Stipulations, Tenant and its customers, employees and invitees shall pay the parking fees charged by the operator of the parking garage to the general public for the use of the parking spaces in the lower level of the Building.

(b) Landlord shall operate, manage, equip, light, repair and maintain the Common Areas in such manner as Landlord shall in Landlord's sole discretion determine and Landlord may close the Common Areas in order to make said repairs and for other reasonable business purposes. Landlord reserves the right in its sole discretion to modify, alter, remove, reduce, redesign or to change the size, location, elevations, nature and/or purpose of all or any part of the Common Areas, to make installations and/or construct storerooms, structures, booths and/or kiosks therein or thereon, and to use or permit the use of the Common Areas for selling, exhibits, promotions or similar purposes.

10. UTILITIES

(a) Commencing on the date Landlord delivers possession of the Premises to Tenant, Tenant shall promptly pay for utilities rendered or furnished to the Premises including water, gas, fuel, electricity and sewer charges, directly to the utility company furnishing such utility or to Landlord, within fifteen (15) days after receipt of an invoice, if such utility is submetered by Landlord. If Landlord submeters any utility Tenant shall not be charged more than the rates Tenant would be charged for the same utility if furnished directly to the Premises by a public utility.

(b) If Tenant's heating or air conditioning equipment require source water for operation, Landlord will provide such source water to the Premises and Tenant agrees to pay to Landlord therefor in accordance with Exhibit "C". Tenant, at Tenant's expense, shall install, if applicable, in the Premises, and thereafter maintain and repair or replace as necessary, all of the duct work, diffusers, grills, controls, parts and other heating, cooling and ventilating equipment within the Premises.

(c) Landlord shall not be liable to Tenant in damages or otherwise if any one or more of said utilities or services furnished by Landlord or any public or private utility is interrupted, terminated or fluctuated for any reason whatsoever nor shall any such interruption, termination or fluctuation relieve Tenant from the obligation to perform all provisions of this Lease.

(d) Tenant agrees to synchronize the operation of its heating and air conditioning equipment in the Premises with the operation of the heating and air conditioning equipment within the lobby areas of the Commercial Space. Tenant shall not utilize in the Premises the heating, ventilating and cooling services supplied by the Landlord for the lobby areas of the Commercial Space.

(e) Any utility or related service which Landlord is required to or elects to provide or cause to be provided to the Premises may be furnished by any agent employed by Landlord or by an independent contractor selected by Landlord and Tenant shall accept the same therefrom to the exclusion of all other suppliers.

11. SIGNS - ADVERTISING - DISPLAY WINDOWS

(a) Tenant agrees not later than the date upon which Tenant is required to open for business hereunder to erect an appropriate sign advertising Tenant's business on the portion of the exterior of said Premises designated by Landlord for the placement of Tenant's sign. The number, size, design, appearance and location of all signs shall require Landlord's written approval prior to installation. All signs shall comply with the sign criteria established by Landlord from time to time ("Signage Criteria") and all requirements of appropriate governmental authority, and all necessary permits or licenses shall be obtained by Tenant. Tenant shall maintain all signs in good condition and repair at all times and shall save Landlord harmless from injury to person or property arising from the erection, use and maintenance of said signs. Upon vacating the Premises, Tenant shall remove all signs and repair all damage caused by the installation, maintenance or removal of such signs.

(b) No sign, advertisement, notice or other lettering shall be exhibited, installed, inscribed, painted or affixed on any part of the outside of the Premises, or on the building containing the Premises or within the Premises if visible outside of the Premises, or on the exterior or interior side of any window; nor shall any awning, antenna, satellite dish, or other projecting thing be attached to the roof or outside walls of the Premises or the building containing the Premises or within the Premises if visible outside of the Premises, without first obtaining the Landlord's written approval in each instance.

(c) Landlord reserves the right from time to time to modify, change or add to the Signage Criteria by written notice to Tenant. Landlord shall pay the cost of modifying or altering the existing signs to comply with the changes in the sign criteria. All articles in the interior of the Premises and the arrangement, style, color and general appearance thereof that are visible from the exterior of the Premises, including without limitation, window displays, advertising matter, signs, merchandise and store fixtures, shall be maintained subject to the approval of Landlord, and Tenant shall immediately upon notice from Landlord remove all or any part of such articles and arrangements that are objectionable to Landlord, or to take such other action with reference thereto as Landlord may direct. Upon request by Landlord, Tenant shall immediately remove any sign, advertising material or lettering which Tenant has placed or permitted to be placed in, on or about the Premises contrary to the provisions of this Section and, if Tenant fails to do so, Landlord may enter upon the Premises and remove the same at Tenant's expense.

(d) All of Tenant's advertising and promotional activities in any form of medium shall include the name "The Caledonian Condominiums", but Tenant shall not, without the consent of Landlord, use the words "The Caledonian Condominiums", or the names of the buildings, in The Caledonian Condominiums for any purpose other than in connection with the address of the Premises, nor shall Tenant use any "The Caledonian Condominiums" logo, nor shall Tenant do or permit the doing of anything in connection with Tenant's business or advertising which in the reasonable judgment of Landlord may reflect unfavorably on Landlord or The Caledonian Condominiums or confuse or mislead the public as to any apparent connection or relationship between Landlord and Tenant. Landlord reserves the right to change the name of The Caledonian Condominiums or the Commercial Space from time to time.

(e) All of Tenant's exterior signs, display window, and storefront shall be lighted by Tenant until at least 11:00 p.m. each night of the week.

12. ALTERATIONS AND IMPROVEMENTS; LIENS; REMOVAL OF PERSONAL PROPERTY

(a) Tenant shall not make any alterations, additions or improvements (collectively, "Alterations") to the Premises, without first obtaining Landlord's written consent. All Alterations shall be made at Tenant's expense in accordance with Legal Requirements and Exhibit "C" of this Lease as such criteria may be changed by Landlord from time to time. At the end of the term hereof such Alterations shall remain on the Premises without compensation to Tenant unless Landlord elects by written notice to Tenant to have Tenant remove the same, in which event Tenant shall promptly restore the Premises at its sole cost and expense to its condition prior to the installation of such Alterations, natural wear and tear excepted.

(b) Tenant hereby completely and fully indemnifies Landlord against any mechanic's or materialmen's lien or other lien or claim in connection with any original construction by Tenant or the subsequent making of any Alterations or repairs, and will within thirty (30) days after notice from Landlord bond or discharge any lien. Nothing contained in this Lease shall be construed as a consent on the part of the Landlord to subject Landlord's estate in the Premises to lien or liability under any law relating to liens.

(c) Except as otherwise provided, all signs, furnishings, vaults, trade fixtures and other equipment installed in the Premises by Tenant and paid for by Tenant shall remain the property of Tenant and shall be removed by Tenant upon the termination of this Lease. Tenant shall restore the Premises and repair any damage caused by the installation or such removal. Notwithstanding the foregoing, all floor and wall coverings, light fixtures, sinks, vanities, front entrance gates and the complete electrical, plumbing, air conditioning and heating systems, including ducts, diffusers, grills, controls and all other equipment and parts related to such systems, shall be and remain in the Premises at all times for the benefit of Landlord.

13. REPAIRS BY LANDLORD

Except as otherwise provided in this Lease, within a reasonable time after Landlord receives written notice from Tenant of the necessity thereof, Landlord will repair the roof, structural portions and exterior of the Premises; provided, however, that Tenant, not Landlord, shall at Tenant's sole cost and expense make all repairs and replacements necessitated by reason of (a) the neglect, fault or default of Tenant, or Tenant's agents, employees, contractors, invitees, or customers, (b) the acts of trespassers, thieves or other unauthorized persons who enter or attempt to enter the Premises, and (c) the structural and exterior work done or installed by Tenant. Further, and notwithstanding any thing in this Lease to the contrary, Tenant shall make all repairs and replacements to the property which Landlord is required to maintain which are required as the result of repairs, alterations, other improvements or installations made by Tenant or any occupant of the Premises or the agents of any of them.

14. REPAIRS BY TENANT

(a) All maintenance, repairs and replacements to the Premises not specifically the obligation of Landlord under this Lease shall be made by Tenant. Tenant, at Tenant's expense, shall make all repairs and replacements to keep and maintain the interior of the Premises in good condition and repair, including, but not limited to, the heating, electrical, air conditioning, sprinkler, water heating and other mechanical installations; the plumbing and sewer systems serving the Premises whether or not in or under the floor slab, above the drop ceiling or within the walls; the exterior and interior portions of all doors, including door checks and hardware, and all other lobby or hallway wall enclosures; and all windows including hardware, frames and glass, and Tenant shall promptly replace all broken and cracked glass. Any replacements Tenant is required to make under this Lease shall be of equal or better quality and type as the item begin replaced. Tenant shall be responsible for all painting and decorating and at least every five (5) years Tenant shall refurbish the Premises. Tenant will maintain and keep in good condition and repair the storefront and all structural and exterior work done or installed by Tenant. Tenant shall not permit any waste, damage or injury to the Premises and shall, at its sole cost and expense, keep the Premises neat, clean and in an orderly and sanitary condition free of offensive odors, vermin, rodents, bugs, insects and other pests. Tenant shall keep in full force and effect a maintenance contract with a reputable heating contractor providing for at least the semiannual inspection and maintenance of the heating and air conditioning systems serving the Premises.

(b) In the event Tenant shall fail to make any repairs required of Landlord hereunder, Landlord may, at its option, but need not, enter the Premises and immediately make such repairs and Tenant agrees to pay Landlord upon demand as additional rent the cost thereof.

(c) Tenant shall not overload the floor slab, electric wiring or utilities serving the Premises or located within the Premises and shall install at Tenant's expense, after obtaining Landlord's prior written approval, any additional electric wiring that may be required in connection with Tenant's apparatus, equipment or fixtures.

15. INSURANCE; INDEMNIFICATION; WAIVER OF LIABILITY; AND WAIVER OF SUBROGATION

(a) At all times during the term of this Lease Tenant shall, at its sole expense, procure and maintain the following types of insurance coverage:

(i) No deductible comprehensive or commercial general liability insurance in the minimum amount of 2.5 Million Dollars (~~\$2,500,000~~) for any occurrence (or such greater amount as Landlord in Landlord's reasonable judgment may from time to time determine) with respect to bodily injury, death and damage to property. Such insurance shall insure the indemnity obligation set forth in Section 15(d) of this Lease and shall include, among other coverage, products liability, personal injury, and, if Tenant sells or serves alcoholic beverages, liquor and host liability coverage;

(ii) Fire, extended coverage and all-risk casualty insurance in the amount of the replacement cost of Tenant's improvements, betterments, furnishings, equipment, goods, inventory and other personal property and contents; and

(iii) Worker's Compensation Insurance, as required by applicable law, and

(iv) Employers' Liability Insurance in an amount of not less than Five Hundred Thousand Dollars (\$500,000).

(b) During any period of construction on the Premises by Tenant, Tenant agrees to obtain and maintain, or cause its contractor to obtain and maintain, as long as such construction activity is occurring, in addition to the insurance coverages set forth in Section 15(a) above, the following insurance coverages:

(i) Independent contractor's liability insurance;

(ii) Products/completed operations coverage which shall be kept in effect for two (2) years after the completion of the construction work; and

(iii) "XCU" explosion, collapse, and underground property damage exclusion removed.

(c) The insurance required under this Section 15 and all renewals thereof shall be written by good and responsible companies qualified to do and doing business in the State of Utah as may be approved by Landlord, which approval shall not be unreasonably withheld. Landlord's approval shall be deemed to be not unreasonably withheld if Tenant's insurer has a rating less than Best's A-VI rating. Each policy shall expressly provide that the policy shall not be canceled or altered in such manner as to adversely affect the coverage afforded thereby without fifteen (15) days' prior written notice to Landlord. All insurance under subparagraphs (a)(i), (a)(iii), (b)(i), (b)(ii) and (b)(iii) of this Section 15 shall designate the Landlord as an additional insured. Tenant shall deposit the policy or policies of such insurance or a certificate of certificates thereof with Landlord prior to taking possession of the Premises and evidence of all renewals of same not less than ten (10) days prior to the expiration date of such policy or policies, but failure of Tenant to deliver any policies or certificates of insurance to Landlord shall not release Tenant for obtaining the above-required coverage.

(d) Landlord and Tenant shall each obtain from their respective insurers under all policies of fire and other insurance maintained by either of them insuring or covering The Caledonian Condominiums or any portion thereof (including the Commercial Space) or the contents therein, a waiver of all rights of subrogation which the insurer of one party might have against the other party, and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorney's fees, resulting from the failure to obtain such waiver.

(e) Landlord and Tenant agree, provided such agreement does not increase the cost or any policy or insurance or invalidate or prejudice any policy or insurance, that, in the event the Premises, the building containing the Premises, any part or parts of the Commercial Space or The Caledonian Condominiums owned by Landlord or insured under Landlord's insurance policy, or the fixtures, equipment, merchandise or other contents

in the Commercial Space or Premises, are damaged or destroyed by fire or other casualty that is covered under a standard fire, extended coverage and all-risk hazard insurance policy or is covered by the insurance of the Tenant or the Landlord, or the sublessees, assignees or transferees of Tenant or Landlord, regardless of cause or origin, including negligence, the rights, if any, of any party, its sublessees, assignees or transferees, against the other, or against the employees, agents or licensees of any party, with respect to such damage or destruction and with respect to any loss resulting therefrom, including, without limitation, the interruption of profits of any of the parties, their sublessees, assignees or transferees, of the business or loss are hereby waived; provided, however, that such waiver shall not be applicable if such loss is the result of the sole negligence or tortious acts of the party whose liability would otherwise be waived to the extent that such party has liability insurance coverage covering such party's acts or negligence.

(f) Tenant will indemnify and save Landlord, its agents and employees, harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss, damage or injury to persons or property occurring in, on or about, or arising out of the Premises, or the use or occupancy thereof, or the conduct or operation of Tenant's business, or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, contractors, customers or employees.

(g) Landlord and Landlord's agents and employees shall not be liable for and Tenant waives and releases all claims for damage to person or property, loss of business, loss due to business interruption, loss of income, loss of property and any and all other losses or damages sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises or any other part of The Caledonian Condominiums.

Said waiver shall include but not be limited to claims resulting from the following, whether or not Landlord has the obligation to repair the same: (a) any equipment becoming out of repair; (b) wind; (c) any defect in, failure or breaking of plumbing, heating, cooling or air conditioning lines, pipes or equipment, sprinkler system, electrical wiring, gas lines, water lines and sewer lines; (d) broken glass; (e) the backing up of any sewer pipe or downspout; (f) the bursting, leaking or running of any pipe, tank, water closet, waste pipe, drain or any other pipe or line; (g) the escape of steam or water; (h) water, snow or ice being upon or coming through the floor, walls, roof, skylight, trap door, foundation, stairs, walks or any other place; (i) the falling of any fixture, plaster, stucco or other material; and (j) any act, omission or negligence of trespassers, thieves or co-tenants or of other persons or occupants of the building or adjoining or contiguous buildings or of owners or occupants of adjacent or contiguous property.

16. DAMAGE OR DESTRUCTION

(a) If (i) either the Premises or the Commercial Space (taken in aggregate but excluding for all purposes of this Section 16 those portions of The Caledonian Condominiums which are not part of the Commercial Space) shall be damaged to the extent of more than twenty-five percent (25%) of the cost of replacement thereof respectively, or (ii) the proceeds of Landlord's insurance recovered as a result of the damage shall be insufficient to pay fully for the cost of replacement of the Premises; or (iii) the Premises or Commercial Space shall be damaged as a result of a risk which is not covered by Landlord's insurance; or (iv) the Premises shall be damaged in whole or in part during the last three (3) years of the Lease term or of any term or extension hereof; or (v) the Commercial Space improvements shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement thereof, whether or not the Premises shall be damaged; then in any such event Landlord may terminate this lease by notice given within ninety (90) days after such event and upon the date specified in such notice, which shall not be less than thirty (30) days nor more than sixty (60) days after the giving of said notice, this Lease shall terminate, and Tenant shall vacate and surrender the Premises to Landlord. If the casualty, repairing or rebuilding shall render the Premises untenable, in whole or in part, a proportionate abatement of the Fixed Minimum Rent and Additional Charges shall be allowed from the date when the damage occurred until completion of the repairs or rebuilding or, in the event Landlord elects to terminate this Lease, until said date of termination. Said proportion shall be computed on the basis of the ratio which the amount of floor space rendered untenable bears to the total floor space of the Premises.

(b) If this Lease shall not be terminated as provided in Section (a) above, Landlord, at Landlord's expense, shall, following the receipt of the insurance proceeds, proceed with the repair or restoration of the Premises (including all improvements and betterments and leasehold improvements whether made or paid for by Landlord or Tenant or any previous occupant of the Premises) to place the damaged Premises (including improvements and betterments and leasehold improvements) in substantially the same condition they were in immediately preceding the damage or destruction. At the completion of Landlord's work, Tenant shall promptly replace Tenant's stock-in-trade, trade fixtures, equipment and furnishings and, if Tenant is not open for business, reopen for business.

17. ASSIGNMENT AND SUBLETTING

(a) This Lease shall not be assigned, mortgaged, pledged, encumbered or in any other manner transferred by the Tenant or otherwise, voluntarily or involuntarily, by operation of law or otherwise, nor shall the Premises or any part thereof be sublet, licensed, granted to a concessionaire or used or occupied by anyone other than Tenant without first obtaining the written consent of Landlord.

(b) A change in the control of Tenant or any Guarantor of this Lease which is a privately owned corporation, partnership or business trust, whether said change of control shall consist of the transfer of stock, partnership interests or beneficial interests in trust, the sale of assets, or any agreement creating a right in anyone other than the original shareholders, partners or holders of beneficial interests of said Tenant to conduct Tenant's business or to control any such Guarantor, shall be deemed to be an assignment of this Lease.

(c) If Tenant is associated with or is part of a franchise or chain operation at the time of the execution of this Lease, and if the operation of Tenant within the Premises is part of a franchise, chain or multi-store operation, then whether or not Tenant is now or becomes a separate legal entity, Tenant shall remain a part of said franchise or chain operation and the Premises shall continue to be operated as an integral part of Tenant's franchise or multi-store operation. Any action whether by sale of corporate stock or otherwise which would sever Tenant's business operation from said franchise, chain or multi-store operation shall be a default of this Lease.

(d) If at any time during the term of this Lease Tenant shall request Landlord's consent to assign this Lease, to the cessation of chain, franchise or multi-store operations, or to sublet all or substantially all of the Premises, Tenant shall include with such requests the name and business experience of the proposed transferee, assignee or sublessee, complete financial statements of said transferee, assignee or sublessee, and the rent and other terms of the proposed assignment, transfer or subletting. Landlord shall have the right in lieu of either granting such consent or denying the same, to terminate this Lease on the effective date of such proposed assignment, subletting, or cessation of chain, multi-store or franchise operations by delivering written notice to Tenant; provided, however, that if such proposed date shall not have been communicated to Landlord with Tenant's request, Landlord shall have the right to determine the effective date of such termination which shall not be more than ninety (90) nor less than thirty (30) days from the date of receipt of Tenant's request. Landlord shall have the right to at any time to deal directly with Tenant's proposed assignee, sublessee or transferee.

(e) If Landlord permits the assignment of this Lease or the subletting of all or substantially all of the Premises and if the market rental for the Premises has increased over the Fixed Minimum Rent then payable under this Lease, the Fixed Minimum Rent shall increase to the market rent at the time of the assignment or subletting and the Fixed Minimum Rent payable for the remainder of the term and all extensions and renewals thereof shall be increased at the same time and by the same percentage that the Fixed Minimum Rent would have increased pursuant to the provisions of this Lease. If Landlord permits any such assignment or subletting, Tenant agrees to pay Landlord's legal fees in connection therewith. In any event, Landlord shall have the right in Landlord's sole discretion to withhold consent to an assignment of this Lease, subletting, or to a cessation of chain, franchise or multi-store operations.

(f) No subletting or assignment shall release Tenant or alter the primary liability of Tenant to pay the rental and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rental by Landlord from any other person or entity shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent by any subsequent assignment or subletting.

In the event of default by any assignee of Tenant or any successor of Tenant in the performance of any of the terms of this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor. Landlord may consent to subsequent assignments or subletting of Tenant, or amendments of this Lease, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto; and such action shall not relieve Tenant of liability under this Lease.

(g) Notwithstanding anything to the contrary contained herein, in the event this Lease is assigned or the Premises are subleased pursuant to the terms hereof, then the excess of any amounts of Rental and other charges, however designated, payable by such assignee or sublessee pursuant to the assignment or sublease over the Rental and other charges payable by Tenant hereunder shall belong to and shall be payable to Landlord.

18. RULES AND REGULATIONS

Tenant shall faithfully observe and comply with the rules and regulations annexed to this Lease as Exhibit "D" and by this reference made a part hereof and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Commercial Space of any of said rules and regulations or for Landlord's failure to enforce such rules and regulations.

19. ENTRY BY LANDLORD

Landlord may enter the Premises at reasonable hours to (a) inspect the same, (b) exhibit the same to prospective purchasers, lenders or tenants, (c) determine whether Tenant is complying with all its obligations hereunder, (d) supply any services to be provided by Landlord to Tenant hereunder, (e) post notices of nonresponsibility, and (f) make repairs required of Landlord under the terms hereof or repairs to any adjoining space or utility services or make repairs, alterations or improvements to any other portion of The Caledonian Condominiums. Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business. Landlord shall have the right to use any and all means which Landlord may deem proper to enter the Premises in an emergency.

20. DEFAULT

(a) Events of Default. The occurrence of any one or more of the following event or events of default shall constitute a breach of this Lease by Tenant: (i) if Tenant shall fail to pay any rental or other sum when and as the same becomes due and payable and such failure shall continue for more than five (5) days; (ii) if Tenant shall fail to perform or observe any other term or covenant of this Lease to be performed or observed by Tenant, and such failure shall continue for more than ten (10) days after the notice thereof from Landlord; (iii) if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, liquidation, regulation or shall file an answer admitting or fail timely to contest the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties; or (iv) if within forty-five (45) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within forty-five (45) days after the appointment without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of any material part of its properties, such appointment shall not have been vacated (it is understood that any or all of the occurrences listed in subclause (iii) above and this subclause (iv) shall be deemed a default due to bankruptcy shall apply to and include any Guarantor of this Lease).

(b) Remedies.

(1) Upon the occurrence of an event of default or default by Tenant, then, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to

terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate the Lease, then Landlord may recover from Tenant: (i) any unpaid rent or other charges hereunder which had been earned at the time of such termination; plus (ii) any other amount necessary to compensate Landlord for all the detriment approximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including without limitation any costs and expenses incurred by Landlord in reletting the Premises; and (iii) at Landlord's election, which other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable Utah Law.

(2) In the event of any such default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

(3) In the event of the vacation or abandonment of the Premises by Tenant or in the event that Landlord shall elect to re-enter as provided above or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then if Landlord does not elect to terminate this Lease as provided in this Paragraph 20, Landlord may from time to time, without terminating this Lease, either recover all rental as it becomes due or relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable with the right to make alterations and repairs to the Premises.

(4) In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should reletting, during any month to which is applied by the payment of rent hereunder, result in the actual payment of rentals at less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord upon ten (10) days written demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(5) No re-entry or taking possession of the Premises by Landlord pursuant to this Paragraph 20(b) shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

(6) Any action to recover rent by Landlord hereunder shall be subject to applicable Utah law relating to Landlord's duty to mitigate damages.

(c) Landlord's Attorney Fees and Costs. If as a result of any breach or default in the performance of any of the provisions of this Lease, Landlord uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor or to terminate this Lease or evict Tenant, Tenant shall reimburse Landlord upon demand for any and all attorney's fees and expenses so incurred by Landlord.

(d) Landlord Default. Should Landlord fail to perform any of its obligations hereunder, such failure shall constitute a material default and breach of this Lease by Landlord once such failure shall have continued for a period of 30 days following notice from Tenant. If the nature of such default is such that it cannot be cured within such 30 day period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same or subject to completion. In the event of such a default, Tenant shall, in addition to any other remedy available at law or in equity, be entitled to any of the following remedies (a) injunctive relief, including specific performance, (b) termination of this Lease, and return of

the Security Deposit, without any further liability on the part of Tenant, (c) recovery of any damages and attorneys fees incurred by Tenant resulting from such breach.

21. EMINENT DOMAIN

If all or part of the Premises or the Commercial Space shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case or such a taking, Landlord shall have the right to terminate this Lease by written notice to the Tenant within thirty (30) days after such date. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. Nothing in this Section shall be construed as precluding Tenant from seeking on its own behalf and expense a separate award for its moving expenses so long as such award shall not reduce Landlord's award.

22. SUBORDINATION

This Lease shall be subject and subordinated at all times to (a) Cross Easement Agreement, the Maintenance Agreement, the Distribution Agreement, the Other Recorded Easements and the Town Lift Agreement and (b) the liens of all mortgages and deeds to secure debt in any amount or amounts whatsoever now or hereafter placed on or against The Caledonian Condominiums or on or against Landlord's interest or estate therein or on or against all such ground or underlying leases. Such subordination shall be self-operative, without the necessity of having further instruments executed on the part of Tenant to effectuate such subordination. Tenant shall attorn to the purchaser at any foreclosure, sale or other action or proceeding, and Tenant agrees to execute and deliver upon demand such further instruments evidencing such subordination of this Lease to such ground or underlying leases, and to the lien or security title of any mortgages or deeds to secure debt as may be required by Landlord; provided, however, that neither the holder of any such mortgage or deed to secure debt or any successor in interest shall be bound by any payment of rental or additional rental for more than one (1) month in advance. Notwithstanding the provisions hereof, should any mortgagee require that this Lease be prior rather than subordinate to its mortgage, Tenant shall, promptly upon request therefor by Landlord or such mortgagee, and without charge therefor, execute a document effecting and/or acknowledging such priority, which document shall contain, at the option of such requesting party, an attornment obligation to the mortgagee (or any party acquiring title through such mortgagee) as landlord in the event of foreclosure or deed in lieu thereof. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificates or documents for and on behalf of Tenant if Tenant shall fail to do so within ten (10) days after demand.

23. NO MERGER

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

24. ESTOPPEL CERTIFICATE

At any time and from time to time but with ten (10) days prior written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which rental and other sums payable hereunder have been paid, (c) that no notice has been received by Tenant of any default which has not been cured, except as to defaults specified in said certificate, and (d) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser, mortgagee or holder or any deed to secure debt on The Caledonian Condominiums or any part thereof.

25. HOLDING OVER

If Tenant remains in possession after expiration of the term or this Lease, with or without Landlord's acquiescence and without written agreement, this Lease shall become a month-to-month tenancy, and there shall be no renewal of this Lease by operation or law. Unless Landlord shall have advised Tenant that Tenant must vacate the Premises at the expiration of the term, in which event Tenant deemed to be a Tenant-at-sufferance such tenancy may be terminated by written notice from either party to the other party and such termination shall be effective as of the last day of a calendar month following the thirtieth (30th) day after receipt of such notice. Tenant hereby waives any requirement that Landlord give the notice required under Utah law. During the period of any such holding over, all provisions of this Lease shall be and remain in effect except that the new Fixed Minimum Rental shall be double the Fixed Minimum Rental payable at the end of the term. Nothing in this Section shall be construed to release Tenant, and Tenant shall be liable to Landlord, for any damages which Landlord may suffer as the result of Tenant's failure to vacate the Premises when required under this Lease. If Tenant remains in possession after the expiration of the term or this Lease, and if Landlord shall have advised Tenant to vacate the Premises at the expiration of the term, Tenant shall be subject to immediate eviction without notice. This Section will survive the termination of this Lease, by lapse of time or otherwise.

26. SECURITY DEPOSIT

Tenant has deposited with Landlord the sum specified in the Basic Lease Information (the "Deposit"). The Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the provisions of this Lease to be performed or observed by Tenant. If Tenant fails to pay rental or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of the Deposit for the payment of any rental or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Deposit, Tenant shall within ten (10) days after demand therefor deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount thereof and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, the Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the term of this Lease and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to the Deposit.

27. SPECIAL STIPULATIONS

The additional terms and provisions set forth on Exhibit "C" are hereby incorporated into this Lease by this reference.

28. WAIVER BY LANDLORD

No waiver or any or the terms, covenants, provisions, conditions, rules and regulations under this Lease and no waiver of any legal or equitable relief or remedy of Landlord against Tenant shall be implied by the failure of Landlord to assert any rights or for any other reason, unless said waiver shall be in writing signed by the Landlord. No waiver by Landlord or forgiveness of performance by Landlord in respect to one or more tenants or the Commercial Space constitutes a waiver or forgiveness of performance in favor of Tenant herein, or any other tenants; nor shall the forgiveness or performance of any one or more of the terms, provisions, conditions, rules and regulations of this Lease be claimed or pleaded by Tenant to excuse a subsequent failure of performance of any of the terms, provisions, conditions, covenants, rules and regulations of this Lease.

29. VACATION OF PREMISES

Tenant shall deliver up and surrender to Landlord possession of the Premises, including all alterations to the Premises and fixtures permanently attached to the Premises during the term (except such alterations and fixtures as Landlord shall direct Tenant to remove not later than thirty (30) days after the expiration of the term or the earlier

termination) and all property required to be left in the Premises pursuant to this Lease on the date of the expiration of the term of this Lease or its termination in any way, in the same condition as the Premises shall be when Tenant opens for business (ordinary wear and tear only excepted); and Tenant shall deliver the keys at the office of Landlord or Landlord's agent.

30. SHORT FORM LEASE

This Lease shall not be recorded, but a Memorandum of Lease describing the property herein demised, giving the term of this Lease and renewal rights, if any, and referring to this Lease, may be recorded by either party. All governmental charges attributable to the execution or recording of this Lease shall be charged to and be paid by the party recording the Memorandum of Lease.

31. RENT DEMAND; ACCORD AND SATISFACTION

(a) After the service of any notice, the commencement of any suit, or the rendering of a final judgment therein, Landlord may receive and collect any rent due and such collection or receipt shall not operate as a waiver of nor affect or prejudice any such notice, suit or judgment.

(b) No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rental be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rental or pursue any other remedy provided for in the Lease or available at law or in equity.

32. NOTICES

Any notice required to be given by or on behalf of either party upon the other shall be in writing and shall be given by mailing such notices or consents by registered or certified mail addressed to the Landlord and to the Tenant at the address set forth in the Basic Lease Information, respectively, or at such other address as may be specified from time to time, by notice delivered to the other party; provided, however, that from and after the Commencement Date of the term of this Lease notice to Tenant delivered to the Premises shall be deemed to be sufficient for all purposes of notice required by this Lease. Notice shall be deemed given and received on the date of delivery, the date that delivery of such notice shall be rejected if rejected by the addressee, or the date of first attempted delivery of such notice, as set forth on the return receipt card, whichever shall be the first to occur.

33. APPLICABLE LAW AND CONSTRUCTION

(a) The laws of the state of Utah shall govern the validity, performance and enforcement of this Lease. Any provision of this Lease which is contrary to a law which the parties cannot legally waive or contract against (such as, for example, antitrust laws) is and shall be void and not binding on either party hereto; provided, however, that the invalidity or unenforceability of any provision of this Lease shall not affect or impair this Lease or any other provision. The submission of this document for examination does not constitute an offer to lease, or a reservation of or option for the Premises, and becomes effective only upon execution and delivery thereof by Landlord and Tenant. All negotiations, considerations, representations and understandings between the parties are incorporated herein and may be modified or altered only by agreement in writing between the parties. Landlord makes no representations or warranties unless expressly set forth in this Lease including, without limitation, as to any other tenants or occupants of The Caledonian Condominiums, including without limitation the Commercial Space, which may be contemplated by Tenant.

(b) The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such sections. This Lease has been negotiated by Landlord and Tenant and the Lease, together with all of the terms and provisions hereof, shall not be deemed to have been prepared by either Landlord or Tenant, but by both equally. Notwithstanding the termination of this Lease for any reason whatsoever, including, without limitation, as the result of the mutual agreement of the parties or the default by Tenant, the provisions relating to the indemnity by Tenant of Landlord and the covenants regarding liability insurance shall

survive such termination. Time is declared to be of the essence in all provisions of this Lease. If this Lease is executed by more than one person or entity as "Tenant", each such person or entity executing this Lease as Tenant shall be jointly and severally bound and liable hereunder. Notwithstanding the Commencement Date of this Lease, Tenant shall comply with all of the obligations and duties of Tenant hereunder upon delivery of possession of the Premises to Tenant, except for the payment of rental which shall be due and payable at the times set forth in this Lease.

(c) The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. This Lease shall not result in the creation of an estate for years in Tenant. Accordingly, Tenant shall have only an usufruct not subject to levy or sale. Tenant shall have no rights of assignment, subletting, sale, or transfer other than as set forth herein and Tenant hereby waives any such rights existing pursuant to the laws of the State of Utah or otherwise. No estate shall pass out of Landlord to Tenant hereunder, and Tenant shall not be entitled to any award of whatsoever nature based on this Lease and/or Tenant's right to occupy the Premises hereunder. The provisions of this Lease with respect to any obligation of Tenant to pay any sum or to perform any act required by this Lease after the expiration or other termination of this Lease shall survive the expiration or other termination of this Lease.

(d) Landlord and Tenant do hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, and/or any claim or injury or damage. It is further mutually agreed that in the event Landlord commences any summary proceeding for nonpayment of any rent or other sum due hereunder, Tenant will not interpose any permissive counterclaim of whatever nature or description in any such proceeding, provided that the foregoing shall not constitute a waiver of Tenant's right to file a compulsory counterclaim or to bring a separate action for any claim Tenant may have.

**34. TRANSFER OF LANDLORD'S INTEREST;
LIABILITY OF LANDLORD**

(a) If Landlord should sell or otherwise transfer Landlord's interest in the Premises, Tenant agrees that Landlord shall thereafter have no liability to Tenant under this Lease or any modification or amendment thereof or extensions or renewals thereof, except for such liabilities which shall have accrued prior to the date of such sale or transfer of Landlord's interest.

(b) If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, or if Landlord shall be liable to Tenant in any way arising out of this Lease, or pursuant to statute, law, ordinance or regulation, or under the common law, and, as a consequence, if Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds received at a judicial sale upon execution and levy against the right, title and interest of Landlord in The Caledonian Condominiums and in the rents or other income from such property receivable by Landlord. If Landlord is an individual, a trustee of a trust, a partnership (general or limited), or a limited liability company, Landlord's obligations hereunder shall not be binding upon, nor shall there be any personal liability by, Landlord individually, the trustees of said trust, the beneficiaries of said trust, the partnership, or the partners of the partnership, the company, or the members or managers of the company.

35. NO PARTNERSHIP

Landlord is not and shall not become by this Lease or by any rights granted or reserved herein a partner or joint venturer of or with Tenant in the conduct of Tenant's business or otherwise.

36. QUIET ENJOYMENT

Landlord hereby covenants and agrees that if Tenant shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall at all times during the continuance hereof have peaceable and quiet enjoyment and possession of the Premises without hindrance from Landlord or any person lawfully claiming the Premises by or through Landlord, subject, however, to the terms of this Lease, the Declaration and to all mortgages, leases and agreements to which this Lease is subordinate.

37. BROKER

Tenant warrants and represents that Tenant has dealt with no real estate broker, agent or finder in connection with this transaction except the Broker(s) set forth in the Basic Lease Information, if any; and Tenant agrees to indemnify and save Landlord harmless from and against any and all liabilities, costs, causes of action, damages and expenses, including, without limitation, attorney's fees, for any claims made by any real estate broker, agent or finder with respect to this Lease, except for those named in the Basic Lease Information.

38. FORCE MAJEURE

If either Landlord or Tenant is prevented or hindered from timely satisfying any provisions set forth herein because of a shortage or inability to obtain materials or equipment, strikes or other labor difficulties, governmental restrictions, fire, casualties, acts of God, or any other cause beyond such party's reasonable control, said party shall be permitted an extension of time of performance by the number of days during which such performance was prevented or hindered; provided, however, that this Section shall not apply to the payment of rent or other monies by Landlord or Tenant, nor shall the provisions of this Section postpone the initial or any subsequent date that rent is payable pursuant to this Lease.

39. AUTHORITY TO SIGN LEASE

If Tenant is a corporation or a partnership (general or limited), or a limited liability company, each person(s) signing this Lease as an officer, partner, member or manager of Tenant represents to Landlord that such person(s) is authorized to execute this Lease without the necessity of obtaining any other signature of any officer, partner or member, that the execution of this Lease has been authorized by the Board of Directors of the corporation or by the required partners of the partnership or members of the company, as the case may be, and that this Lease is fully binding on the Tenant in accordance with the terms of this Lease.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Lease under seal in counterparts as of the date stated above.

TENANT:

Jesse Shetler

LANDLORD:

The Caledonian Company, L.L.C.,
a Utah limited liability company

By: _____

Jack Mahoney
Manager

EXHIBIT "B"

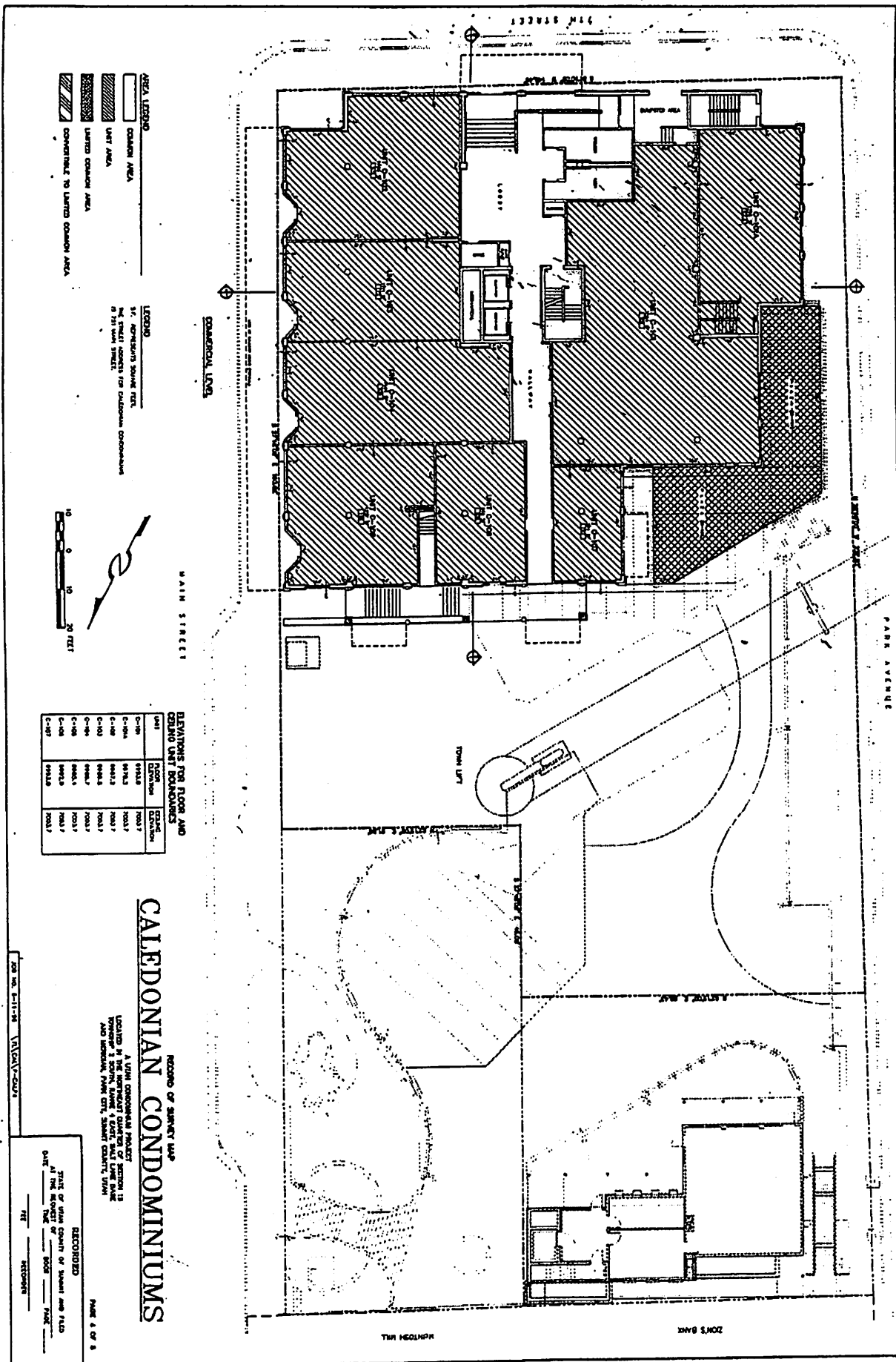
SITE PLAN

[SITE PLAN TO BE ATTACHED WITH PREMISES OUTLINED IN RED]

EXHIBIT "A"**DESCRIPTION OF THE PROJECT SITE**

All that tract or parcel of land lying and being in Park City, Summit County, Utah, and being more particularly described as follows:

Lot B-1 as identified on the Guidelines (as said term is hereinafter defined). the term "Guidelines" shall mean and refer to that certain document entitled "Guidelines and Volumetrics Town Lift Project - Phase B", revised March 17, 1994 including Sheets 1-3 prepared by Eldon Beck Associates (the "Eldon Beck Associates Drawings") and Sheets 1-16 prepared by Alliance Engineering (the "Alliance Engineering Drawings"), which are a part thereof, a copy of which is attached as Exhibit "C." Said Guidelines received small scale master plan and preliminary plat approval on December 30, 1992 by the Park City Council, subsequently were amended and ratified by Park City's Town Lift Design Review Task Force on June 7, 1993 and August 2, 1993 respectively, and received final plat approval by ordinance of the Park City Council on March 3, 1994.



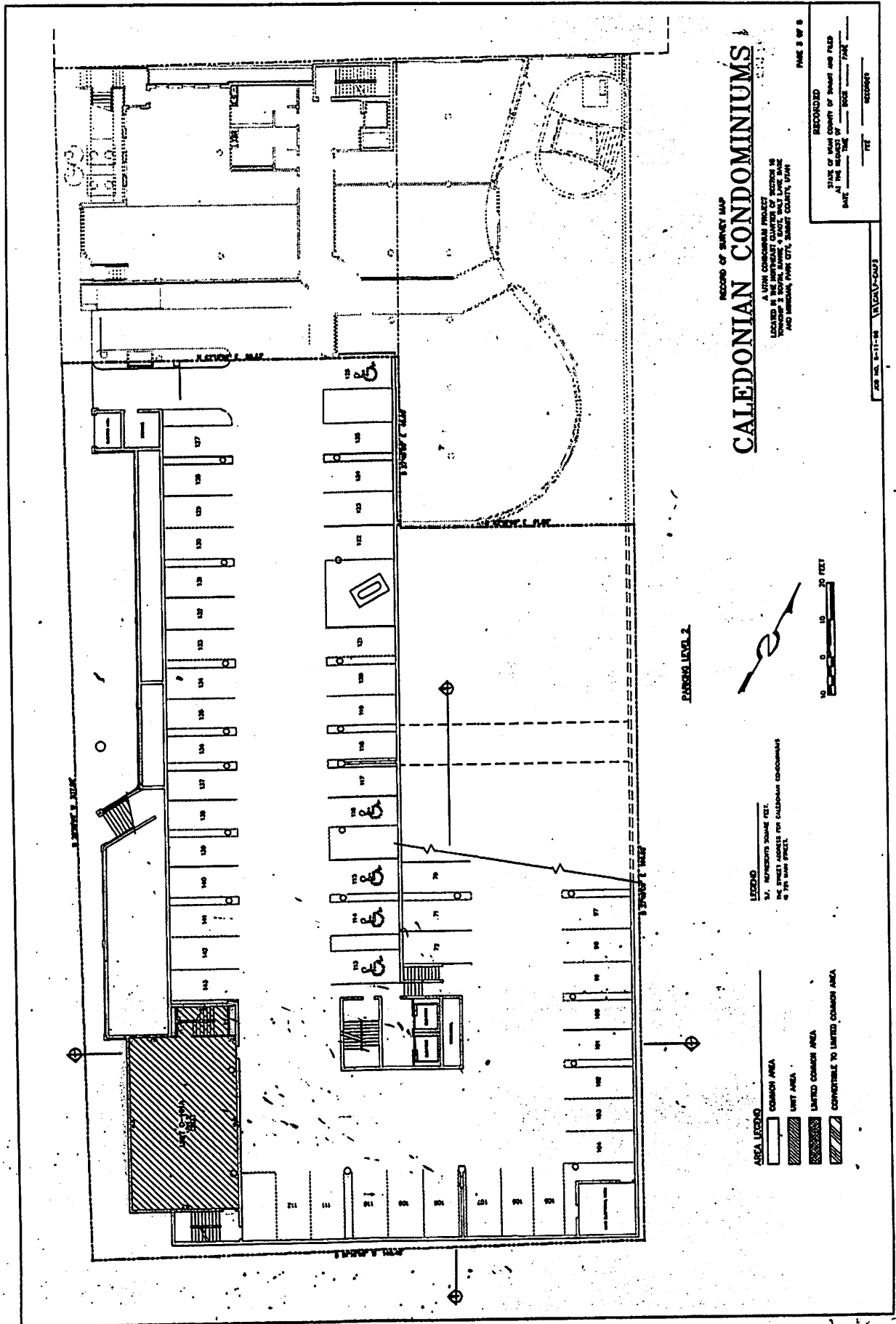


EXHIBIT "C"SPECIAL STIPULATIONS

1. Rental Commencement Date. TENANT shall pay Fixed Minimum Rent and Percentage Rent commencing the earlier of (i) December 20, 2003 or (ii) the date Tenant opens the Premises for business; provided however, the Fixed Minimum Rent and Percentage Rent for the month of December, 2003 shall be prorated based upon the number of calendar days in the month after the Rental Commencement Date divided by the number of calendar days in the month.

2. Annual Rent Escalation. The Fixed Minimum Rent shall be increased each Lease Year to the greater of (i) the Fixed Minimum Rent for the preceding Lease Year multiplied by the CPI Adjustment, or (ii) the Fixed Minimum Rent for the preceding Lease Year multiplied by one hundred two percent (102%). Notwithstanding anything to the contrary set forth in the Lease, the first Lease Year shall begin on the Commencement Date and end on December 31, 2004.

3. Option to Renew.

(a) Provided TENANT is not in Default under the terms of the Lease, TENANT shall have an option to extend the Term of the Lease by two (2) additional periods (each period being defined as an "Extended Term") of five (5) years each. TENANT shall have the right to exercise its option for an Extended Term by giving LANDLORD written notice of such election no earlier than eight (8) months prior to the expiration of the then current term of the Lease and no later than six (6) months prior to the expiration of the then current term of the Lease. LANDLORD shall notify TENANT in writing at least eight (8) months prior to the expiration of the then existing Term of TENANT's right to exercise any remaining renewal option. If TENANT validly exercises its option, the Lease shall be renewed for the Extended Term upon the same terms and conditions except that the Fixed Minimum Rent for the First Lease Year of the Extended Term shall be adjusted to the Fair Market Rental Value (as said term is hereinafter defined), and each Lease Year thereafter in the extended Term the Fixed Minimum Rent shall be increased in the same manner provided in Paragraphs 3.1(a) and (b) of the Lease.

(b) "Fair Market Rental Value" for purposes of calculating Basic Annual Rent at the commencement of an Extended Term shall be determined in accordance with the following procedure:

LANDLORD shall deliver to TENANT written notice of LANDLORD's determination of the Fair Market Rental Value within twenty (20) days after LANDLORD receives notice from TENANT that TENANT intends to exercise its option to extend the Term. If TENANT disputes LANDLORD's determination of the Fair Market Rental Value as contained in said notice, TENANT shall notify LANDLORD in writing within ten (10) days of its receipt of LANDLORD's determination, which notice shall further set forth TENANT's determination of the Fair Market Rental Value. The failure of TENANT to timely deliver to LANDLORD its objections to LANDLORD's determination and TENANT's own determination of the Fair Market Rental Value shall conclusively be deemed TENANT's approval of LANDLORD's determination. Should TENANT timely notify LANDLORD as aforesaid, LANDLORD and TENANT shall attempt to resolve their differences within five (5) days following LANDLORD's receipt of TENANT's objection notice. Should the parties be unable to timely resolve said differences, each party shall, within five (5) days thereafter, at its own cost and by giving notice to the other party, appoint an M.A.I. appraiser with at least five years full time office and commercial appraisal experience in the area in which the Premises are located to appraise and determine the Fair Market Rental Value within ten (10) days of their appointment. If a party does not appoint an appraiser within said five (5) day period, the single appraiser appointed by the other party shall be the sole appraiser and shall be determined the Fair Market Rental Value within ten (10) days of his appointment. If two appraisers are appointed by the parties as herein stated, they shall meet promptly and attempt to mutually determine the Fair Market Rental Value. If the two appraisers are unable to agree upon the Fair Market Rental Value within twenty (20) days of their appointment, then if the difference between them is less than five percent (5%) (determined as a ratio of the larger appraisal), the appraisals shall be added together and divided by two, the quotient being the Fair Market Rental Value; but if such difference is five percent (5%) or greater, the appraisers shall select a third appraiser meeting the qualifications as stated in this Paragraph within five (5) days after the last day of the two appraisers are given to set the Fair Market Rental

Value. If they are unable to agree on the third appraiser, either party may petition the Summit County Court for the selection of a third appraiser who meets the qualifications stated in this paragraph. Each of the parties shall bear one-half of the third appraiser's fees and charges. Within twenty (20) days after the selection of the third appraiser, the three (3) appraisers shall independently determine the Fair Market Rental Value. The average of the two (2) appraisals nearest in value shall conclusively be deemed the Fair Market Rental Value, and the Monthly Rent as of the first day of the applicable Extended Term shall be set based thereon. With respect to each option to extend the Term, TENANT, within five (5) business days following the final determination of the Fair Market Rental Value of the Premises in accordance with the foregoing procedure, shall have the right by written notice ("Rescission Notice") to rescind the exercise of such option provided TENANT concurrently pays to LANDLORD the full costs of any appraisal obtained pursuant to this Paragraph.

4. LANDLORD's Work; TENANT's Work.

(a) LANDLORD's Work. None. TENANT is taking possession of the Premises on the Commencement Date in its "as is" condition..

(b) TENANT's Work. TENANT at TENANT's expense shall do all other work and shall make all installations in the Premises necessary or desirable for TENANT's use thereof ("TENANT's Work") in accordance with Paragraphs 4 through 11 below. TENANT's Work shall be performed in accordance with TENANT's Plans prepared in conformity with Paragraph 5 below and must be approved by LANDLORD or LANDLORD's architect prior to the commencement of TENANT's Work. TENANT agrees that it will expend approximately \$300,000 in capital improvements on the Premises. In the event that the cost of TENANT's Work exceeds \$200,000, LANDLORD agrees to guaranty TENANT's construction loan for an amount not to exceed the lesser of (i) \$100,000 or (ii) the amount by which TENANT's Work exceeds \$200,000; provided however, TENANT agrees that the terms of any such construction loan shall provide that such loan be paid off in full by TENANT during the initial term of the Lease. LANDLORD shall be entitled to secure its loan guaranty by all of TENANT's interest in its furniture, fixtures and equipment located in the Premises by TENANT's execution of security agreements and financing statements satisfactory in form to the LANDLORD.

(c) TENANT's Work shall be performed and all facilities, equipment and fixtures shall be installed in conformity with all applicable federal, state or local codes, statutes and ordinances ("Legal Requirements"). TENANT shall hold LANDLORD harmless from any penalty, damage or injury of whatever kind arising out of a failure of TENANT's Work so to conform. The submission to LANDLORD by TENANT of TENANT's Plans shall constitute a warranty by the TENANT that the work provided for therein is in conformity with such Legal Requirements and Paragraph 4 below. No approval by LANDLORD of TENANT's Plans shall constitute in any manner a waiver by LANDLORD of LANDLORD's rights under these warranties.

5. Approval of Plans and Specifications: TENANT's Work. Unless otherwise agreed by LANDLORD and TENANT in writing and subject to the provisions of subparagraph (f) below, all of LANDLORD's Work shall be completed prior to the commencement of TENANT's Work. TENANT, at its expense, shall construct, furnish or install all improvements, equipment or fixtures within the Premises, other than LANDLORD's Work described in Paragraph 3(a) above, that are necessary for TENANT's occupancy and use of the Premises (hereinafter referred to as "TENANT's Work"). Any modifications of LANDLORD's Work requested by TENANT shall be at TENANT's expense. TENANT's Work shall be in conformity with plans submitted to and approved by LANDLORD prior to commencement of TENANT's Work.

After approval of final plans and specifications by landlord (the "Plans"), TENANT shall proceed forthwith to commence the performance of TENANT's Work and shall diligently pursue it to completion. TENANT's contractors and subcontractors shall be acceptable to and approved by LANDLORD in writing and shall be subject to administrative supervision by LANDLORD in their use of the Building and their relationship with LANDLORD's contractors or contractors or other tenants in the Building. Contractors and subcontractors engaged by TENANT shall employ men and means to insure so far as may be possible the progress of TENANT's Work without interruption on account of strikes, work stoppage or similar causes of delay. TENANT's entry into the Premises prior to the Commencement Date for the performance of TENANT's Work shall be subject to all of the terms and conditions of this Lease except the payment of Rent. Any damage to the Building caused by

TENANT or its contractors or subcontractors in connection with the performance of TENANT's Work shall be repaired at TENANT's expense.

Any changes in TENANT's Work from the final plans and specifications approved by LANDLORD shall be subject to LANDLORD's approval, and TENANT shall pay all costs incurred by LANDLORD in reviewing any requested change.

Upon completion of TENANT's Work, TENANT shall furnish to LANDLORD for its permanent files one (1) reproducible set of "as built" drawings showing TENANT's Work as constructed or installed in the Premises.

5. Construction of TENANT's Work. TENANT shall, at TENANT's expense, procure all permits and licenses and make all contracts necessary for the construction of TENANT's Work. TENANT's Work shall be done only by a contractor approved in writing by LANDLORD prior to the commencement of TENANT's Work, which approval shall not be unreasonably withheld. All TENANT's Work shall conform to all applicable statutes, ordinances, regulations, and codes and shall be in accordance and compliance with the Plans approved by LANDLORD.

6. Insurance and Indemnity. TENANT shall require its contractors and subcontractors to furnish LANDLORD or LANDLORD's contractor with evidence of insurance coverage as may be required by LANDLORD prior to the performance of any work by TENANT's contractors and subcontractors, naming LANDLORD and TENANT as additional named insureds. TENANT also agrees to indemnify and hold LANDLORD harmless from and against any claims, actions, losses, costs, fees (including attorney's fees) or damages resulting from the intentional or negligent acts or omissions of TENANT, its agents, employees, contractors, or subcontractors in the performance of TENANT's Work.

7. Special Provisions Applicable to TENANT's Work. TENANT's Work shall be performed in a first-class and workmanlike manner and all improvements constructed pursuant thereto shall be in good and useable condition at the date of completion. TENANT and TENANT's contractors are limited to performing their work, including any storage for construction purposes, within the Premises only. TENANT shall be responsible for daily removal from the Premises and the Building of all trash, rubbish, and surplus materials resulting from any work being performed in the Premises. TENANT shall exercise extreme care and diligence in removing such trash, rubbish, or surplus materials from the Premises to avoid littering, marring, or damaging the Common Areas or any of the other offices located in the Building. If any such trash, rubbish, or surplus materials are not promptly removed from the building in accordance with the provisions hereof, or if any of the stores, lobby areas, or Common Areas are littered, marred, or damaged, LANDLORD may cause same to be removed or repaired, as the case may be, at TENANT's cost and expense. In the event LANDLORD incurs any costs or expenses in performing the above, TENANT shall pay the LANDLORD the amount of any such cost and expenses promptly upon demand therefor. TENANT shall require its agents, employees, contractors, or subcontractors to cause all materials or supplies to be delivered to the Premises prior to 9:30 a.m. on the day of each such delivery.

8. Roof. TENANT shall not penetrate, puncture, or otherwise go upon or work upon any portion of the roof, including, but not limited to that portion of the roof over the Premises, without obtaining the prior written consent of LANDLORD. The approval by LANDLORD of the Plans does not constitute such prior written consent unless otherwise expressly provided in the Plans. In the event LANDLORD shall grant its consent to TENANT as provided above, TENANT shall, at TENANT's sole cost and expense, be responsible for assuring that upon completion of the installation of any items upon the roof or other work thereon that all necessary flashing, patching, and other repair that may, in the sole discretion of LANDLORD, be necessary to return the roof to a waterproof condition is performed in a first-class and workmanlike manner.

9. Lien Waivers, Etc. Upon completion of TENANT's Work in accordance with the Plans, TENANT shall give LANDLORD written notice thereof and shall simultaneously with such written notice furnish LANDLORD with the following documents all in a form and substance acceptable to LANDLORD:

- (a) A detailed breakdown of the cost of TENANT's Work;

(b) A certificate of occupancy issued by the appropriate governmental authority, if applicable;

(c) Affidavits from all contractors, subcontractors, materialmen, suppliers, architects, engineers, and all other persons performing work or supplying materials and/or services on or about the Premises in connection with TENANT's Work stating that the cost of all such labor, material, supplies, and services incorporated in TENANT's Work has been paid in full and waiving all liens and claims arising as a result of such work; and

(d) An estoppel certificate from TENANT.

10. Structural Work. Notwithstanding anything to the contrary contained in this Lease, if any work required or proposed to be performed by TENANT shall be structural or shall affect the structural integrity of the Building or any portion thereof, LANDLORD shall have the right, but not the obligation, to do such work for TENANT and TENANT shall reimburse LANDLORD for all of LANDLORD's costs and expenses in connection therewith plus an amount equal to ten (10%) percent thereof for overhead plus and additional amount equal to ten (10%) percent of such total costs and overhead for profit.

11. Signage. Subject to LANDLORD's approval as to size, content and appearance, and subject to any required approval by applicable governmental authorities, LANDLORD shall construct and install the following signage identifying TENANT's occupancy in the Project. (i) a Building directory located in the lobby of the main level; and (ii) on the interior entrance to the Premises. LANDLORD shall pay for the cost of construction and installation of TENANT's signage as provided above.

12. Parking. TENANT shall be entitled to two (2) free annual parking passes for its employees. Additionally, TENANT, its employees and customers, shall be entitled to use the parking garage upon payment of the regular hourly or monthly parking fees being charged by the operator of the garage; provided, however, LANDLORD shall arrange to have TENANT have the right to purchase from the parking garage operator hourly validation stickers as needed for TENANT's customers' use during the non-daytime hours at a discount to be negotiated with the manager of the parking garage, which manager is currently Diamond Parking.

13. HVAC Charge. Pursuant to the Section entitled "Utilities" in the Lease between LANDLORD and TENANT, the following provisions establish the obligations of the TENANT with regard to the heating, ventilating and air conditioning (HVAC) equipment and system servicing the Commercial Space and the cost of providing the HVAC to the Premises. The HVAC equipment servicing the Premises will be used in conjunction with the central system which services the Commercial Space and other portions of The Caledonian Condominiums. The central facilities and distribution system are designed to furnish source water to the Premises for use in connection with TENANT's HVAC equipment. TENANT agrees to accept and use such system and to pay the HVAC energy charge to LANDLORD as additional rent determined as follows:

(a) Upon submission by TENANT to LANDLORD of TENANT's plans and specifications, LANDLORD's authorized HVAC representative shall determine the heating and cooling loads in tons based on the type of system used in the Premises, which shall be adjusted according to TENANT's anticipated hours of operations, resulting in the determination of TENANT's heating and cooling factor applicable for the Premises.

(b) The factor shall then be multiplied by the average cost of the utilities used to operate the type of HVAC equipment used in the Premises based on the previous calendar year's cost experience to determine the HVAC energy charge for the current calendar year.

(c) TENANT shall pay to LANDLORD the HVAC energy charge as above established quarterly in advance on the first day of each and every calendar quarter. LANDLORD shall modify such charge annually to reflect the previous year's cost experience; but LANDLORD shall further have the right to modify such charge at any time by giving written notice to TENANT in the event of a change in the cost of energy, a change in the hours of operation in the Premises, a change in the type of operation being conducted in the Premises, and for such other reason as LANDLORD may from time to time determine.

14. FF&E. All furniture, fixtures and equipment ("FF&E") located in the Premises on the Commencement date which was owned by the former tenant, Park Slope Enterprises, L.L.C. ("Park Slope"), is subject to certain existing liens and encumbrances in favor of certain creditors of Park Slope, including without limitation, the Internal Revenue Service and IDINE Restaurant Group. TENANT, shall remove at its expense any such FF&E that it determines that it will not use in its use of the Premises during the term of the Lease, and TENANT shall have the right to use the balance of the FF&E during the term of the Lease. TENANT shall put the FF&E that it removed in storage at Beehive Storage, and Landlord shall pay the monthly storage charge for such FF&E. In the event that any such prior creditor of Park Slope initiates foreclosure proceedings on the FF&E, then LANDLORD agrees that it will expend up to a maximum of \$50,000 to extinguish all such liens, after which payment the FF&E shall be the property of LANDLORD. Any new FF&E purchased by TENANT and installed in the Premises shall be owned by TENANT; provided, however, in consideration of no personal guaranty of the Lease by TENANT, LANDLORD shall be entitled to a security interest in such FF&E to secure TENANT's performance under this Lease, and TENANT shall execute security agreements and financing statements satisfactory to LANDLORD to satisfy its obligations hereunder.

15. Outside Patio. The term "Premises" shall include the right to use the outdoor patio area designated on the Map and in the declaration as a limited common area appurtenant to Unit C-101.

16. Lobby Restrooms. Notwithstanding any other provision in the Lease to the contrary, during the term of the Lease, TENANT and its employees, customers and invitees shall be entitled to use the common area restrooms located in the lobby on the commercial level of the Project site; provided, however, TENANT agrees that it shall be responsible at its sole cost and expense for the cleaning and restocking of said restrooms, which cleaning and restocking shall be performed one or more times daily as necessary to keep such restrooms in a clean, sanitary, and orderly condition.

17. Assignment. Notwithstanding anything to the contrary set forth in Paragraph 17 of the Lease, so long as TENANT is not in default under the terms of the Lease, TENANT shall have the right on or before December 31, 2003 to assign his interest in the Lease to an entity owned or controlled by Jesse Shetler without the prior written consent of LANDLORD. TENANT must provide LANDLORD with written notice of such assignment, together with a copy of the assignment instrument, on or before December 31, 2003. After such assignment Jesse Shelter shall be relieved of any liability under the Lease LANDLORD shall look solely to the assignee for the performance of TENANT's obligations thereunder.

18. Town Run Fee. Tenant agrees to reimburse Landlord the sum of \$2,883.50 (\$0.50 per sq. ft.) per year for each Lease Year during the Term of the Lease, including any extended Term, which amount is one-half of the amount that Landlord is obligated to pay under the terms of that certain Town Run Reimbursement Agreement dated February 1, 1999, between Greater Park City Company, McIntosh Mill, Ltd., The Caledonian Company, L.L.C., Park Avenue Associates, L.C., SMS-Moore Partnership, Brothers III, L.L.C., 801PK, L.C., and Theodore William Larremore, M.D., as amended by Extension of Town Run Reimbursement Agreement Obligations dated May, 2001. Said payments shall be due in quarterly installments and shall be deemed to be an Additional Charge under the Lease.

19. Off Season Closing. Tenant shall have the right to close the Premises for a maximum of four (4) weeks annually during the months of April, May, October or November.

20. Room Service. Tenant shall provide menus and room service during its operating business hours to the residential condominium units located in The Caledonian Condominiums.

21. Conflict. In the event of any conflict between the terms of this Exhibit "C" and the Lease, the terms of this Exhibit "C" shall prevail.

EXHIBIT "D"**RULES AND REGULATIONS**

Tenant covenants and agrees to comply with the following rules and regulations as they may be modified or amended during the Term.

1. All loading and unloading of goods shall be done only at such times, in the areas and through the service corridor entrances designated for such purpose by Landlord.

2. All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed in the area specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. All wet garbage shall be placed in airtight containers and shall be collected from the Premises daily. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost.

3. No loud speakers, televisions sets, phonographs, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.

4. Tenant shall not place or maintain any merchandise security devices, signs or other articles in the Common Areas of the Commercial Space or other areas of The Caledonian Condominiums.

5. Tenant shall not suffer, allow, or permit any vibration, light, or effect to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow, or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort, or convenience of Landlord or any of the other occupants of The Caledonian Condominiums. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same.

6. Tenant shall at Tenant's cost use such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require, provided the cost thereof is competitive.

7. If Landlord so designates, Tenant at its expense shall participate in any reasonable window cleaning program that may be established by Landlord for all or substantially all other stores in the Commercial Space and shall not permit window cleaning or other exterior maintenance or janitorial services in and for the Premises to be performed except during reasonable hours designated for such purposes by Landlord. The parties acknowledge that Tenant is in all events responsible for all window cleaning at the Premises and the maintenance of the storefront of the Premises pursuant to the foregoing terms of the Lease regardless of whether Landlord requires participation in a window cleaning program.

8. In the event that Tenant is allowed to serve alcoholic beverages in the Premises, no such beverages shall be allowed to be carried out of the Premises or shall be served outside of the Premises without the express written consent of Landlord and then only if all necessary licenses and permits have been obtained from all applicable governmental authorities by Tenant for such service. Landlord may revoke the foregoing consent in the event that, in Landlord's sole discretion, such service or the manner in which Tenant is providing such service is detrimental to The Caledonian Condominiums.

9. If Landlord causes cable T. V. or other communicative service to be available to tenants in The Caledonian Condominiums and Tenant elects to subscribe for its use, Tenant shall contract for such purpose directly with the entity offering such service which shall be independent of Landlord and Landlord shall have no liability to Tenant with respect to or arising out of such cable service or other communicative service.

10. Business shall be conducted only in the Premises and in a dignified manner in accordance with high standards of retail merchandising and/or food service operation. No auction, distress, fire, lost lease, bankruptcy or going out of business sale shall be conducted. Only first quality and no irregular merchandise shall be carried at the Premises.

11. No machinery shall be installed, used or operated that in Landlord's opinion is harmful to the Premises or to the building of which the Premises are a part or constitute a disturbance to other tenants in The Caledonian Condominiums.

12. Tenant shall not operate or permit the operation on the Premises of any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages or services including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities, without the prior written consent of Landlord.

13. Tenant will not sell, display, exhibit or advertise merchandise or offer services which by virtue of the nature or character of such merchandise or services create ill will and antagonism in other tenants and/or customers of The Caledonian Condominiums as manifested by complaints received by Landlord and which in the opinion of Landlord creates an unfavorable attitude towards The Caledonian Condominiums by members of the public.

14. Canvassing, soliciting, and peddling in The Caledonian Condominiums are prohibited, and each Tenant shall cooperate to prevent the same.

15. No animals of any kind shall be brought by any Tenant or its customers into The Caledonian Condominiums or kept in or about the Premises.

16. Tenant shall cure any default or breach of the covenants pursuant to Rules 1 through 15, immediately above, promptly upon notice from Landlord and shall pay to Landlord, One Hundred and No/100 (\$100.00) Dollars for each day or portion thereof that Tenant fails to correct such default or breach if such default or breach is not cured within three (3) days of Tenant's receipt of notice.

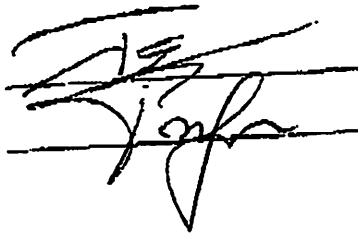
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JESSE SHETLER

**ADDENDUM TO LEASE AGREEMENT BETWEEN THE CALEDONIAN
COMPANY, L. L. C. AND JESSE SHETLER FOR BUTCHER'S CHOP HOUSE
AND BAR**

Note the percentage of gross sales at 6% does not include comps, spillage or memberships; however, these items will be accounted for and disclosed in the financial statements.

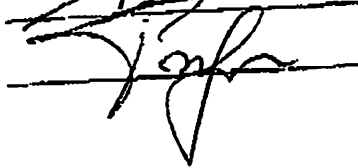
Signed



Date

11-20-03

Signed



Date

11/20/03

Planning Department Staff Report



Subject: 9200 Marsac Avenue
Application: PL-24-06197
Author: Virgil Lund, Planner II
Date: October 24, 2024
Type of Item: Administrative Conditional Use Permit

Recommendation

(I) Review the proposed Temporary Improvements (Yurts) and Outdoor Dining at 9200 Marsac Avenue, (II) conduct a public hearing, and (III) consider approving the Administrative Conditional Use Permit (ACUP) based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the draft Final Action Letter (Exhibit A).

Description

Applicant: Hannah Tyler, Deer Valley Resort

Location: 9200 Marsac Avenue, Empire Day Lodge

Zoning District: Residential Development, Sensitive Land Overlay

Adjacent Land Uses: Ski Resort, Hotel

Reason for Review: Temporary Improvements (Yurts) and Outdoor Dining require an ACUP in the Residential Development Zoning District.¹

ACUP	Administrative Conditional Use Permit
LMC	Land Management Code
MPD	Master Planned Development
RD	Residential Development
SLO	Sensitive Land Overlay

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC [§ 15-15-1](#).

Summary

The Applicant proposes to install two Yurts and tables for Outdoor Dining, as a Temporary Improvement, on a permanent 2,930-square-foot deck to be constructed adjacent to the Empire Canyon Lodge at 9200 Marsac Avenue. The permanent deck will be reviewed at Building Permit submittal. The Yurts are proposed to be installed for no longer than 180 days. The Yurts must be removed 180 days after Building Permit issuance. According to the Applicant's Narrative, "[t]he intent of the Temporary

¹ LMC [§ 15-2.13-2\(B\)](#)

Structures is to provide food and beverage service for our existing day-skier guests in support of the Empire Canyon Lodge operation. The hours of operation will be consistent with the resort operations and associated events that may occur at Empire Canyon Lodge as a part of our normal business” (Exhibit C). One Yurt will be 706.86 square feet and will have tables and chairs for dining, and the second Yurt will be 314.14 square feet and will be used by Empire Lodge staff. There will also be an enclosed connector hallway constructed with materials similar to the Yurts between the two Yurts that is 36.9 square feet.

The Applicant proposes 17 two-, three-, and four-top tables for Outdoor Dining, between the Yurt and the uncovered area on the deck, for a total outdoor seated capacity of 41 people.

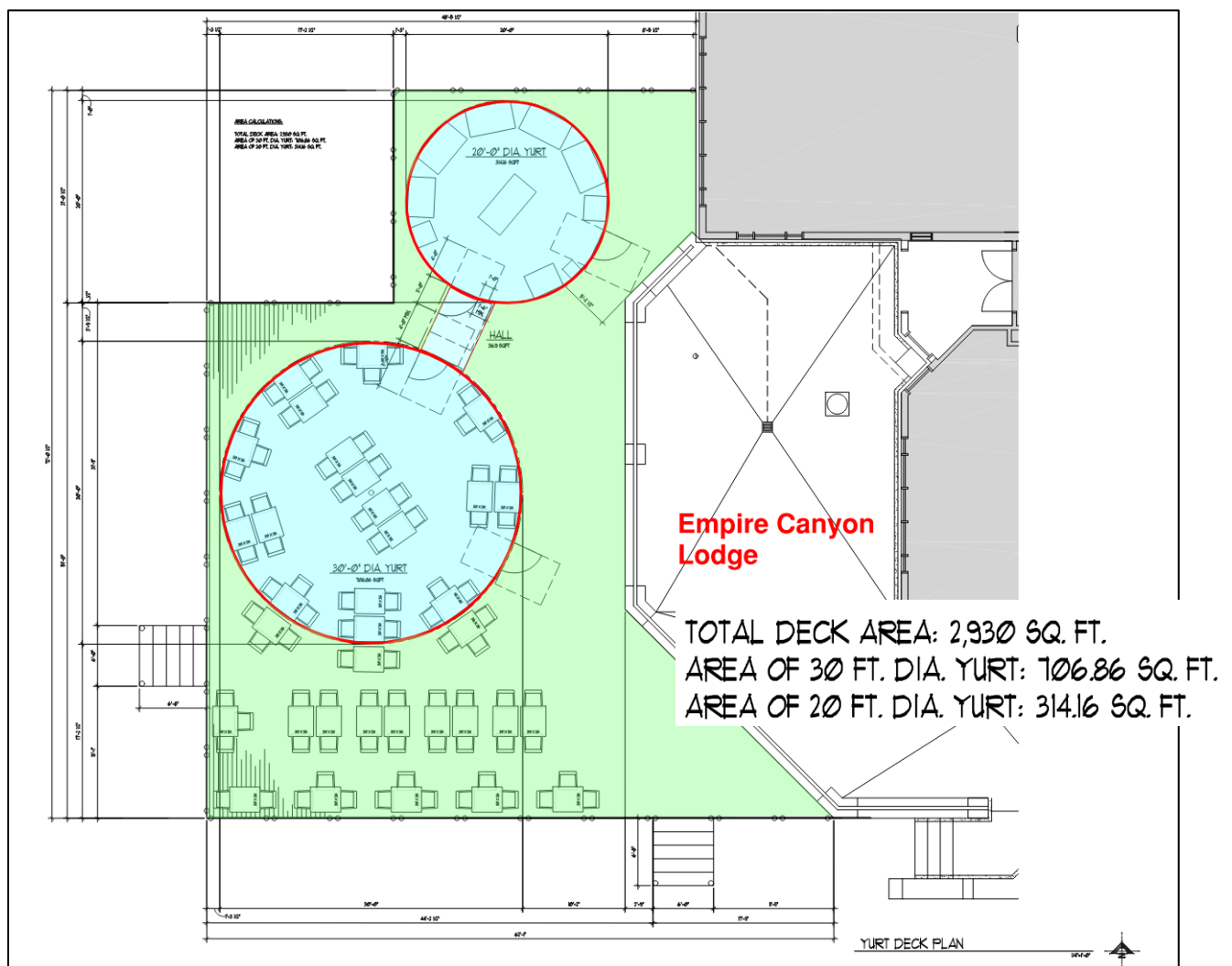


Figure 1: Proposed Site Plan with Yurts Highlighted in Blue, and Outdoor Dining and Deck Area in Green



Figure 2: Proposed Location

LMC [§ 15-15-1](#) *Defined Terms* defines “Yurt” and “Temporary Structure”:

Yurt: A type of Temporary Structure that is a circular domed tent of membrane stretched over a collapsible lattice framework.

Temporary Structure: A standalone Structure, or a Structure that is partially affixed to an existing Building on a temporary basis not to exceed 180 days as set forth by the International Building Code.

The Yurts must be removed 180 days after Building Permit issuance. See Condition of Approval 8.

Background

9200 Marsac Avenue (Empire Canyon Lodge) is part of the Flagstaff Mountain Resort Large Scale Master Planned Development and Pod B2 West of the Empire Pass Master Planned Development.

The Flagstaff Annexation and Development Agreement (Exhibit F) allowed for a new Day Lodge. Section 2.5 of the Development Agreement states: "Subject to Conditional Use review, Deer Valley may construct a skier day lodge of a maximum of 35,000 square feet."

On May 10, 2000, the Planning Commission approved a Conditional Use Permit (CUP) for the Empire Canyon Lodge. Condition of Approval 5 from the CUP Final Action Letter states: "If Deer Valley desires to use Empire Canyon Lodge for other than just skier day use, an MPD modification will be required which will address the proposed uses and associated parking impacts" (Exhibit E).

On May 23, 2004, the Plat for the Empire Canyon Lodge, Parcel B2 of the Empire Village Subdivision, was recorded with Summit County (Recorder Entry No. 814178) and created a 1.57-acre Lot for the Empire Canyon Lodge. The Empire Canyon Lodge is a 20,000-square-foot lodge on the upper mountain of Deer Valley Resort with a restaurant and conference rooms.

Analysis

(I) The proposed Yurts comply with the Empire Canyon Lodge CUP and Flagstaff Annexation Development Agreement, with Condition of Approval 10 to restrict the Use of the Yurt to day-skiers; private events and uses not associated with the restaurant uses already on Site are prohibited.

The Flagstaff Annexation and Development Agreement allowed for a 35,000-square-foot day lodge (which included deck area). The existing Empire Canyon Lodge is 20,000 square feet and the proposed Yurts and Deck increase the total of the Empire Canyon Lodge to 22,930 square feet.

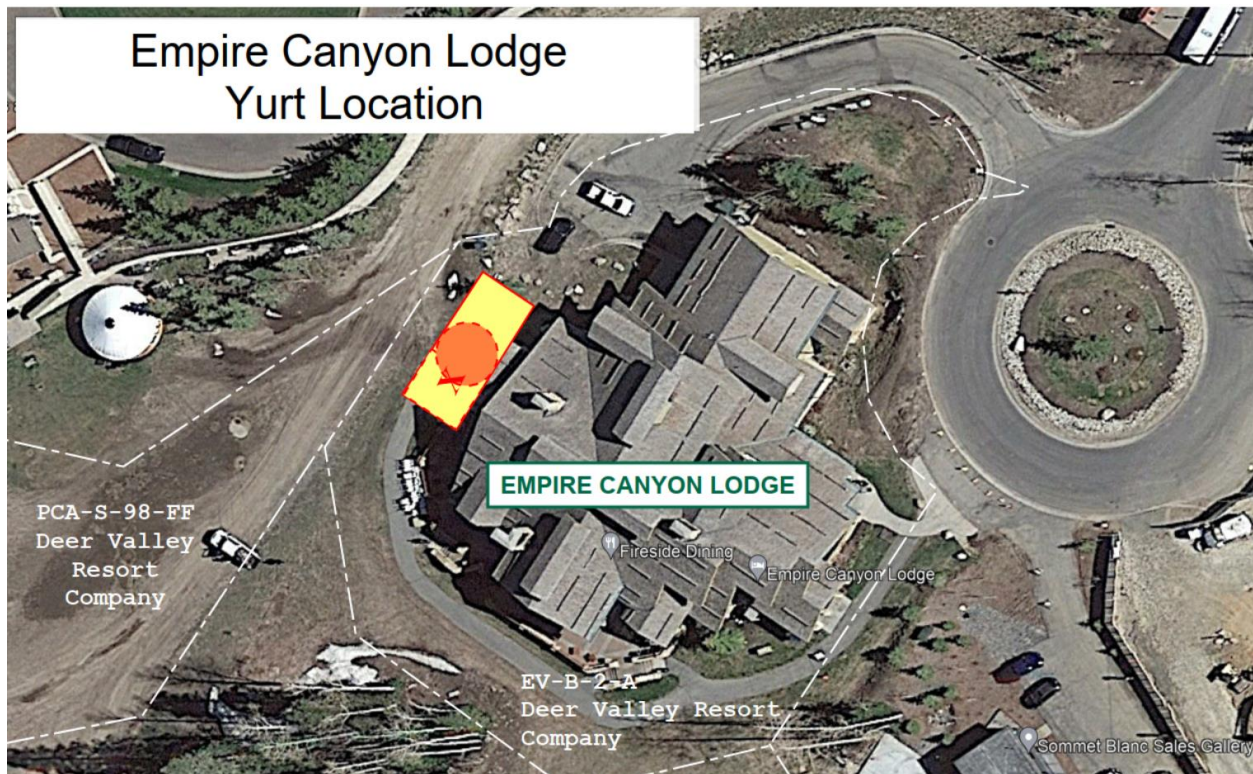


Figure 3: Proposed Footprint of Deck

The MPD allowed for a “skier day lodge”; the lodge would be accessed by ski-in, rather than car, and as such, did not require parking. Thus, the CUP approval for the Empire Canyon Lodge limits the Use to day-skiers only.

If Deer Valley desires to use the Empire Canyon Lodge or the proposed Yurts and Deck for other than just skier day use, an MPD modification and Planning Commission review will be required to address the proposed uses and associated parking impacts.

(II) The proposed Yurts comply with the Residential Development Zoning District Requirements outlined in LMC Chapter 15-2.13.

9200 Marsac Avenue is in the Residential Development (RD) Zoning District. The table below outlines the Lot and Site Requirements for the RD Zoning District:²

Requirement	Analysis of Proposal
Setbacks: Front Setback: 20 Feet Side Setback: 12 Feet Rear Setback: 15 Feet	Complies: The proposed Yurts and Deck will be approximately 29 feet from the Front Lot Line, 14 feet from the Side Lot Line, and 45 feet from the Rear Lot Line.

² LMC [§ 15-2.13-3](#)

Building Height: Detached Accessory Structures must not exceed 18 feet in height from Final Grade	Complies: The proposed Yurts will be approximately 15.5 feet in height from the Final Deck Grade, and 17.5 feet in height from Existing Grade.
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According to the proposed plans and Figure Two above, the proposed Yurts and Deck will be installed in an area on the existing grass lawn and will not affect Significant Vegetation.

(III) The proposed Yurts comply with the Sensitive Land Overlay Requirements outlined in LMC Chapter 15-2.21.

The location of the proposed Yurts is on Lot 1 of Parcel B-2 Empire Village Subdivision, and within Pod B2 West of the Empire Pass Master Planned Development. As part of the Flagstaff Annexation, the Planning Commission approved development Pods where limited development was allowed. These areas designated for development are within the Sensitive Land Overlay (SLO). A comprehensive SLO analysis was conducted as part of the Flagstaff MPD, which identified locations for development, considered the least impactful to the surrounding sensitive lands, and the remaining acreage was left as Open Space. The proposed deck and Yurts are located within Pod B2 West of the designated Development Pods of the Empire Pass MPD. The temporary Yurts and Outdoor Dining Use comply with the SLO Analysis that was completed as part of the Flagstaff development. There are no Steep Slopes, Significant Vegetation, or wetlands identified at the proposed site.

(IV) The proposed Yurts comply with the Temporary Structures, Tents, and Vendors Requirements outlined in LMC Section 15-4-16.

The table below outlines the review criteria for Temporary Structures:³

Requirement	Analysis of Proposal
The Applicant shall provide written notice of the Property Owner's permission	Complies: The submitted application form is signed by Hannah Tyler, Vice President of Resort Planning for Deer Valley Resort.
The proposed Use should not diminish existing parking. Any net loss of parking shall be mitigated in the Applicant's plan.	Complies, as conditioned: There is no on-site parking for guests or users of the Empire Canyon Lodge. All employees currently use the provided Resort shuttle service, and the Yurts will be used by day-skiers already at the Resort.

³ LMC [§ 15-4-16\(B\)](#)

	Condition of Approval 10 restricts the use of the Yurts to day-skiers. Private events and uses not associated with the restaurant uses already on site are prohibited.
The proposed Use shall not impede pedestrian circulation, emergency Access, or any other public safety measure.	Complies: The proposed Yurts will be located adjacent to the Walker Ski Run and will maintain an approximately 15-foot buffer from the Ski Run. On August 6, 2024 and October 15, 2024, the Development Review Committee reviewed the proposal and confirmed the Yurts and Deck conform to their requirements. The Park City Fire District requires the Applicant to resolve any emergency fire access issues prior to Building Permit issuance (Condition of Approval 9).
The Use shall not violate the Noise Ordinance, Municipal Code Chapter 6-3	Complies, as conditioned: Condition of Approval 4 requires adherence to the Noise Ordinance outlined in municipal Code Chapter 6-3.
The Use shall comply with the LMC, the signage shall comply with the Sign Code, Title 12, and the lighting shall comply with Illumination Section 12-4-9	Complies, as conditioned: No Signs or Outdoor Lighting are proposed or approved with this Application, see Condition of Approval 4.
The Use shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gathering.	Complies, as conditioned: See Condition of Approval 5.
The Use shall not violate the International Building Code	Complies: Condition of Approval 6 requires the Applicant to submit a Building Permit for review and approval prior to installation of the Yurts and Deck.
The Applicant shall adhere to all applicable City and State licensing ordinances	Complies: See Condition of Approval 7.

(V) The proposed Yurts comply with the Outdoor Dining Requirements outlined in LMC Section 15-4-21(B)(1) *Outdoor Dining*.

The table below outlines the review criteria for Outdoor Dining:⁴

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⁴ LMC [§ 15-4-21\(B\)\(1\)](#)

Requirement	Analysis of Proposal
The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping.	Complies: The proposed deck and Yurts are located on property owned by Deer Valley Resort. There is no on-site parking for guests or users of the Empire Canyon Lodge. All employees currently use the provided Resort shuttle service and the lodge and Yurts will be used by day-skiers already at the Resort. Condition of Approval 10 restricts the use of the Yurts to day-skiers. Private events and uses not associated with the restaurant uses already on site are prohibited. The deck will be constructed on the existing lawn area.
The proposed seating Area does not impede pedestrian circulation	Complies: The proposed Yurts will be located adjacent to the Walker Ski Run and will not affect the pedestrian circulation system. Guests will be able to access the Yurts via the front Deck, and staff will access the Yurts via the rear Deck connected to the Empire Canyon Lodge.
The proposed seating Area does not impede emergency Access or circulation	Complies: The Development Review Committee reviewed the proposal on August 6, 2024 and October 15, 2024 and confirmed the proposal conforms with their requirements. The Park City Fire District requires the Applicant to resolve any emergency fire access issues prior to Building Permit issuance (Condition of Approval 9).
The proposed furniture is Compatible with the Streetscape.	Complies: The Applicant has not finalized the type of furniture to be used for the Outdoor Dining. Staff recommends Condition of Approval 12 requiring the furniture to be compatible with the Streetscape. Furniture details must be submitted concurrent with the Building Permit submittal.
No music or noise is in excess of the City Noise Ordinance, Title 6	Complies: Condition of Approval 4 requires adherence to the Noise Ordinance outlined in municipal Code Chapter 6-3
No Use after 10:00 p.m.	Complies: See Condition of Approval 13.
Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of	Complies: The restaurant at the Empire Canyon Lodge has an indoor seating capacity of 612 people. The proposed Outdoor Dining would add 42 additional seats, for a

increased parking demand	total capacity of 654. The use of Outdoor Dining is restricted to day skiers already at the resort and will not increase parking demand.
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(VI) The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).

There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

The Planning Director shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. The Planning Director may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards. LMC [§ 15-1-10](#).

CUP Review Criteria	Analysis of Proposal
Size and location of the Site	Complies: The Empire Canyon lodge is on 1.57 acres and has a Building Footprint of approximately 20,000 square feet. The Yurts and Deck will result in an additional 2,930 square feet of built area on the site. The proposed additional built area is compliant with the Empire Pass Master Planned Development. The location of the proposed Yurts adjacent to the Walker Ski Run is convenient for day-skiers using the Resort. The proposed Deck will connect to the existing Empire Canyon Lodge exterior decks and will provide staff with access to the Yurts.
Traffic considerations including capacity of the existing Streets in the Area	Complies: The proposed Yurts will be used by existing day-skiers at Deer Valley Resort and will not increase traffic on the existing streets.
Utility capacity, including Storm Water run-off	Complies: The Development Review Committee reviewed the proposal on August 6, 2024 and October 15, 2024 and confirmed the proposal conforms with their requirements.
Emergency vehicle Access	Complies:

	The Development Review Committee reviewed the proposal on August 6, 2024 and October 15, 2024 and confirmed the proposal conforms with their requirements. The Park City Fire District requires the Applicant to resolve any emergency fire access issues prior to Building Permit issuance (Condition of Approval 9).
Location and amount of off-Street parking	Complies, as conditioned: There is no on-site parking for guests or users of the Empire Canyon Lodge. All employees currently use the provided Resort shuttle service and the lodge and Yurts will be used by day-skiers already at the Resort. Condition of Approval 10 restricts the use of the Yurts to day-skiers. Private events and uses not associated with the restaurant uses already on site are prohibited.
Internal vehicular and pedestrian circulation system	Complies: The proposed Yurts will be located adjacent to the Walker Ski Run and will not affect the pedestrian circulation system. Guests will be able to access the yurt via the front Deck, and staff will access the Yurt via the rear Deck connected to the Empire Canyon Lodge.
Fencing, Screening, and landscaping to separate the Use from adjoining Uses	Complies: Adjacent uses (ski resort and lodging) are compatible with the proposed Yurts and no additional Fencing, Screening, or Landscaping is proposed.
Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots	Complies: The proposed Yurts will be oriented towards the existing ski base area and will be used by skiers on the resort. The proposed Yurts are appropriate in size and scale for the Site because it will not impede the existing Ski Runs or pedestrian circulation system.
Useable Open Space	Complies: The original development of Pods A, B-1, and B-2 of the MPD were limited to 87 acres of Open Space, or 5% of the land area, with the rest of the land area (1,550 acres) dedicated as Open Space. The proposed Structures will not decrease the required amount of Open Space from the approved MPD.
Signs and Lighting	Complies: No Signs or Lighting are proposed with this

	Application.
Physical Design and Compatibility with Surrounding Structures	Complies: The proposed Yurts are appropriate in size, scale, and design for the intended use. The Yurts will be approximately 1,106 square feet and constructed of a solid wood lattice wall surrounded by flame retardant vinyl/polyester fabric.
Noise, Vibration, Odors, Steam, or Other Mechanical Factors	Complies: No Signs, speakers, or Outdoor Lighting are proposed or approved with this Application.
Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas	Complies: The proposed location of the Yurts will not affect any loading or unloading zones. Condition of Approval 11 requires all trash and recycling to be located inside the Empire Canyon Lodge.
Expected Ownership and Management	Complies: The submitted application form is signed by Hannah Tyler, Vice President of Resort Planning for Deer Valley Resort.
Within and Adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structure to the Existing Topography of the Site	Complies: The location of the Yurts is not on or near Steep Slopes, Physical Mine Hazards, or Mine Waste, and is outside of the Park City Soils Ordinance. The proposed Yurts are located within Pod B2 West of the Development Pods and complies with the Sensitive Lands Analysis that was completed as part of the Flagstaff development.
Reviewed for Consistency with the Goals and Objectives of the Park City General Plan	Complies: The proposed Use of the Site is consistent with the objectives of the Upper Deer Valley Neighborhood in the General Plan, as it provides a comfortable visitor experience and supports the resort economy.

(VII) The Development Review Committee reviewed the proposal on August 6, 2024 and October 15, 2024 and requires Conditions of Approval.⁵

⁵ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

The Park City Fire District requires the Applicant to resolve any emergency fire access issues prior to Building Permit issuance (Condition of Approval 9).

Department Review

The Planning Department reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on October 14, 2024. Staff mailed courtesy notice to adjacent property owners on October 14, 2024.⁶

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The Planning Director, or designee, may approve the Yurts at 9200 Marsac Avenue;
- The Planning Director, or designee, may deny the Yurts at 9200 Marsac Avenue and direct staff to make Findings for the denial; or
- The Planning Director, or designee, may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Final Action Letter

Exhibit B: Proposed Plans

Exhibit C: Applicant's Narrative

Exhibit D: Empire Day Lodge CUP Staff Report

Exhibit E: Empire Day Lodge CUP Final Action Letter

Exhibit F: Flagstaff Development Agreement Approving Empire Canyon Lodge

⁶ LMC [§ 15-1-21](#)



Planning Department

October 24, 2024

Hannah Tyler
9200 Marsac Avenue

CC: Deer Valley Resort

NOTICE OF PLANNING DIRECTOR ACTION

Description

Address: 9200 Marsac Avenue

Zoning District: Residential Development, Sensitive Land Overlay

Application: Administrative Conditional Use Permit

Project Number: PL-24-06197

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: October 24, 2024

Project Summary: The Applicant proposes to install two Yurts and tables for Outdoor Dining adjacent to the Empire Canyon Lodge at 9200 Marsac Avenue. The Yurts will be installed for no longer than 180 days

Action Taken

On October 24, 2024, the Planning Director conducted a public hearing and approved the installation of a Yurt for no longer than 180 days according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Applicant proposes to install two Yurts and tables for Outdoor Dining, as a Temporary Improvement, on a permanent 2,930-square-foot deck to be constructed adjacent to the Empire Canyon Lodge at 9200 Marsac Avenue. The permanent deck will be reviewed at Building Permit submittal. The Yurts are proposed to be installed for no longer than 180 days. The Yurts must be removed 180 days after Building Permit issuance.



Planning Department

2. According to the Applicant's Narrative "[t]he intent of the Temporary Structure is to provide food and beverage service for our existing day-skier guests in support of the Empire Canyon Lodge operation. The hours of operation will be consistent with the resort operations and associated events that may occur at Empire Canyon Lodge as a part of our normal business."
3. One Yurt will be 706.86 square feet and will have tables and chairs for dining, and the second Yurt will be 314.14 square feet and will be used by Empire Lodge staff. There will also be an enclosed connector hallway constructed with materials similar to the Yurts between the two Yurts that is 36.9 square feet.
4. The Applicant proposes 17 two-, three-, and four-top tables for Outdoor Dining, between the Yurt and the uncovered area on the deck, for a total outdoor seated capacity of 41 people.
5. 9200 Marsac Avenue (Empire Canyon Lodge) is part of the Flagstaff Mountain Resort Large Scale Master Planned Development and Pod B2 West of the Empire Pass Master Planned Development.
6. The Flagstaff Annexation and Development Agreement allowed for a new Day Lodge. Section 2.5 of the Development Agreement states: "Subject to Conditional Use review, Deer Valley may construct a skier day lodge of a maximum of 35,000 square feet."
7. On May 10, 2000 the Planning Commission approved a Conditional Use Permit (CUP) for the Empire Canyon Lodge. Condition of Approval 5 from the CUP Final Action Letter states: "If Deer Valley desires to use Empire Canyon Lodge for other than just skier day use, an MPD modification will be required which will address the proposed uses and associated parking impacts."
8. On May 23, 2004, the Plat for the Empire Canyon Lodge, Parcel B2 of the Empire Village Subdivision, was recorded with Summit County (Recorder Entry No. 814178) and created a 1.57-acre Lot for the Empire Canyon Lodge. The Empire Canyon Lodge is a 20,000-square-foot lodge on the upper mountain of Deer Valley Resort with a restaurant and conference rooms.
9. The proposed Yurts comply with the Empire Canyon Lodge CUP and Flagstaff Annexation Development Agreement, with Condition of Approval 10 to restrict the Use of the Yurt to day-skiers; private events and uses not associated with the restaurant uses already on Site are prohibited.
 - a. The Flagstaff Annexation and Development Agreement allowed for a 35,000-square-foot day lodge (which included deck area). The existing Empire Canyon Lodge is 20,000 square feet and the proposed Yurts and



Planning Department

Deck increase the total of the Empire Canyon Lodge to 22,930 square feet.

- b. The MPD allowed for a “skier day lodge”; the lodge would be accessed by ski-in, rather than car, and as such, did not require parking. Thus, the CUP approval for the Empire Canyon Lodge limits the Use to day-skiers only.
 - c. If Deer Valley desires to use the Empire Canyon Lodge or the proposed Yurts and Deck for other than just skier day use, an MPD modification and Planning Commission review will be required to address the proposed uses and associated parking impacts.
10. The proposed Yurts comply with the Residential Development Zoning District Requirements outlined in LMC Chapter 15-2.13
- a. Setbacks
 - i. The proposed Yurts and Deck will be approximately 29 feet from the Front Lot Line, 14 feet from the Side Lot Line, and 45 feet from the Rear Lot Line,
 - b. Building Height
 - i. The proposed Yurts will be approximately 15.5 feet in height from the Final Deck Grage, and 17.5 feet in height from Existing Grade.
 - c. Significant Vegetation
 - i. According to the proposed plans, the proposed Yurts and Deck will be installed in an area on the existing grass lawn and will not affect Significant Vegetation
11. The proposed Yurts comply with the Sensitive Land Overlay Requirements outlined in LMC Chapter 15-2.21
- a. The location of the proposed Yurts is on Lot 1 of Parcel B-2 Empire Village Subdivision, and within Pod B2 West of the Empire Pass Master Planned Development. As part of the Flagstaff Annexation, the Planning Commission approved development Pods where limited development was allowed. These areas designated for development are within the SLO. A comprehensive SLO analysis was conducted as part of the Flagstaff MPD, which identified locations for development, considered the least impactful to the surrounding sensitive lands, and the remaining acreage was left as Open Space. The proposed Yurts are located within Pod B2 West of the designated Development Pods of the Empire Pass MPD. The temporary Yurts and Outdoor Dining Use comply with the SLO Analysis that was



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- completed as part of the Flagstaff development. There are no Steep Slopes, Significant Vegetation or wetlands identified at the proposed site.
12. The proposed Yurts comply with the Temporary Structures, Tents, and Vendors Requirements outlined in LMC Section 15-4-16.
- a. The Applicant shall provide written notice of the Property Owner's permission
 - i. The submitted application form is signed by Hannah Tyler, Vice President of Resort Planning for Deer Valley Resort.
 - b. The proposed Use should not diminish existing parking. Any net loss of parking shall be mitigated in the Applicant's plan.
 - i. There is no on-site parking for guests or users of the Empire Canyon Lodge. All employees currently use the provided Resort shuttle service and The lodge and Yurt will be used by day-skiers already at the Resort.
 - c. The proposed Use shall not impede pedestrian circulation, emergency Access, or any other public safety measure.
 - i. The proposed Yurts will be located adjacent to the Walker Ski Run and will maintain an approximately 15-foot buffer from the Ski Run. On August 6, 2024 and October 15, 2024, the Development Review Committee reviewed the proposal and confirmed the Yurts and Deck conform to their requirements. The Park City Fire District requires the Applicant to resolve any emergency fire access issues prior to Building Permit issuance (Condition of Approval 9).
 - d. The Use shall not violate the Noise Ordinance, Municipal Code Chapter 6-3
 - i. Condition of Approval 4 requires adherence to the Noise Ordinance found in municipal Code Chapter 6-3.
 - e. The Use shall comply with the LMC, the signage shall comply with the Sign Code, Title 12, and the lighting shall comply with Illumination Section 12-4-9.
 - i. No Signs or Outdoor Lighting are proposed or approved with this Application.
 - f. The Use shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gathering
 - g. The Use shall not violate the International Building Code



Planning Department

- i. Condition of Approval 6 requires the Applicant to submit a Building Permit for review and approval prior to installation of the Yurts and Deck
 - h. The Applicant shall adhere to all applicable City and State licensing ordinances
- 13. The proposed Yurts comply with the Outdoor Dining Requirements outlined in LMC Section 15-4-21(B)(1) *Outdoor Dining*.
 - a. The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping
 - i. The proposed deck and Yurts are located on property owned by Deer Valley Resort. There is no on-site parking for guests or users of the Empire Canyon Lodge. All employees currently use the provided Resort shuttle service and the lodge and Yurts will be used by day-skiers already at the Resort. Condition of Approval 10 restricts the use of the Yurts to day-skiers. Private events and uses not associated with the restaurant uses already on site are prohibited. The deck will be constructed on the existing lawn area.
 - b. The proposed seating Area does not impede pedestrian circulation
 - i. The proposed Yurts will be located adjacent to the Walker Ski Run and will not affect the pedestrian circulation system. Guests will be able to access the Yurts via the front Deck, and staff will access the Yurts via the rear Deck connected to the Empire Canyon Lodge.
 - c. The proposed seating Area does not impede emergency Access or circulation
 - i. The Development Review Committee reviewed the proposal on August 6, 2024 and October 15, 2024 and confirmed the proposal conforms with their requirements. The Park City Fire District requires the Applicant to resolve any emergency fire access issues prior to Building Permit issuance (Condition of Approval 9).
 - d. The proposed furniture is Compatible with the Streetscape
 - i. The Applicant has not finalized the type of furniture to be used for the Outdoor Dining. Staff recommends Condition of Approval 12 requiring the furniture to be compatible with the Streetscape. Furniture details must be submitted concurrent with the Building Permit submittal.
 - e. No music or noise is in excess of the City Noise Ordinance, Title 6



Planning Department

- i. Condition of Approval 4 requires adherence to the Noise Ordinance outlined in municipal Code Chapter 6-3
 - f. No Use after 10:00 pm
 - i. See Condition of Approval 13.
 - g. Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand
 - i. The restaurant at the Empire Canyon Lodge has an indoor seating capacity of 612 people. The proposed Outdoor Dining would add 42 additional seats, for a total capacity of 654. The use of Outdoor Dining is restricted to day skiers already at the resort and will not increase parking demand.
- 14. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).
 - a. Size and location of the Site
 - i. The Empire Canyon lodge is on 1.57 acres and has a Building Footprint of approximately 20,000 square feet. The Yurts and Deck will result in an additional 2,930 square feet of built area on the site. The proposed additional built area is compliant with the Empire Pass Master Planned Development. The location of the proposed Yurts adjacent to the Walker Ski Run is convenient for day-skiers using the Resort. The proposed Deck will connect to the existing Empire Canyon Lodge exterior decks and will provide staff with access to the Yurts.
 - b. Traffic considerations including capacity of the existing Streets in the Area
 - i. The proposed Yurts will be used by existing day-skiers at Deer Valley Resort and will not increase traffic on the existing streets.
 - c. Utility capacity, including Storm Water run-off
 - i. The Development Review Committee reviewed the proposal on August 6, 2024 and October 15, 2024 and confirmed the proposal conforms with their requirements.
 - d. Emergency vehicle Access
 - i. The Development Review Committee reviewed the proposal on August 6, 2024 and October 15, 2024 and confirmed the proposal conforms with their requirements. The Park City Fire District requires the Applicant to resolve any emergency fire access issues prior to Building Permit issuance.



Planning Department

- e. Location and amount of off-Street parking
 - i. There is no on-site parking for guests or users of the Empire Canyon Lodge. All employees currently use the provided Resort shuttle service and the lodge and Yurts will be used by day-skiers already at the Resort. Condition of Approval 10 restricts the use of the Yurts to day-skiers. Private events and uses not associated with the restaurant uses already on site are prohibited.
- f. Internal vehicular and pedestrian circulation system
 - i. The proposed Yurts will be located adjacent to the Walker Ski Run and will not affect the pedestrian circulation system. Guests will be able to access the yurt via the front Deck, and staff will access the Yurt via the rear Deck connected to the Empire Canyon Lodge.
- g. Fencing, Screening, and landscaping to separate the Use from adjoining Uses
 - i. Adjacent uses (ski resort and lodging) are compatible with the proposed Yurts and no additional Fencing, Screening, or Landscaping is proposed.
- h. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots
 - i. The proposed Yurts will be oriented towards the existing ski base area and will be used by skiers on the resort. The proposed Yurts are appropriate in size and scale for the Site because it will not impede the existing Ski Runs or pedestrian circulation system.
- i. Useable Open Space
 - i. The original development of Pods A, B-1, and B-2 of the MPD were limited to 87 acres of Open Space, or 5% of the land area, with the rest of the land area (1,550 acres) dedicated as Open Space. The proposed Structures will not decrease the required amount of Open Space from the approved MPD.
- j. Signs and Lighting
 - i. No Signs or Lighting are proposed with this Application.
- k. Physical Design and Compatibility with Surrounding Structures
 - i. The proposed Yurts are appropriate in size, scale, and design for the intended use. The Yurts will total approximately 1,106 square feet and constructed of a solid wood lattice wall surrounded by flame retardant vinyl/polyester fabric.



Planning Department

- I. Noise, Vibration, Odors, Steam, or Other Mechanical Factors
 - i. No Signs, speakers, or Outdoor Lighting are proposed or approved with this Application.
 - m. Control of Delivery and Service Vehicles, Loading and Unloading Zones, and Screening of Trash and Recycling Pickup Areas
 - i. The proposed location of the Yurts will not affect any loading or unloading zones, and all trash and recycling will be located inside the Empire Canyon Lodge.
 - n. Expected Ownership and Management
 - i. The submitted application form is signed by Hannah Tyler, Vice President of Resort Planning for Deer Valley Resort.
 - o. Within and Adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste, and Park City Soils Ordinance, Steep Slopes, and Appropriateness of the Proposed Structure to the Existing Topography of the Site
 - i. The location of the Yurts is not on or near Steep Slopes, Physical Mine Hazards, or Mine Waste, and is outside of the Park City Soils Ordinance. The proposed Yurts are located within Pod B2 West of the Development Pods and complies with the Sensitive Lands Analysis that was completed as part of the Flagstaff development
 - p. Reviewed for Consistency with the Goals and Objectives of the Park City General Plan
 - i. The proposed Use of the Site is consistent with the objectives of the Upper Deer Valley Neighborhood in the General Plan, as it provides a comfortable visitor experience and supports the resort economy.
15. The Development Review Committee reviewed the proposal on August 6, 2024 and October 24, 2024 and does require Conditions of Approval. The Park City Fire District requires the Applicant to resolve any emergency fire access issues prior to Building Permit issuance.
16. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on October 14, 2024.
17. Staff mailed courtesy notice to adjacent property owners on October 14, 2024.

Conclusions of Law

- 1. The proposal complies with the Land Management Code requirements outlined in LMC Chapter 15-2.13 Residential Development Zoning District, Chapter 15-



Planning Department

2.21 Sensitive Land Overlay Regulations, Section 15-4-16 Regulations for Temporary Structures, Tents, and Vendors, and Section 15-1-10(E) Conditional Use Permits.

2. The Use will be compatible with surrounding Structures in use, scale, mass, and circulation.
3. The effects of any difference in use or scale have been mitigated through careful planning.

Conditions of Approval

1. Any changes, modifications, or deviations from the approved plans that have not been approved in advance by the Planning Department may result in a stop work order.
2. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved plans.
3. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or designee prior to construction.
4. The Applicant is required to adhere to the Noise Ordinance outlined in municipal Code Chapter 6-3. No outdoor speakers or Outdoor Lighting are approved.
5. The Yurts shall not violate the Summit County Health Code, the Fire Code, or State Regulations on mass gathering.
6. The Applicant shall submit a Building Permit for review and approval prior to installation of the Yurts and Deck.
7. The Applicant shall adhere to all applicable City and State licensing ordinances.
8. The Yurts must be removed 180 days after Building Permit issuance, and all disturbed vegetation shall be replaced to existing or improved conditions.
9. The Park City Fire District requires the Applicant to resolve any emergency fire access issues prior to Building Permit issuance.
10. The Use of the Yurts is restricted to day-skiers. Private events and uses not associated with the restaurant uses already on Site are prohibited.
11. All trash and recycling must be located inside the Empire Canyon Lodge.
12. The proposed furniture must be compatible with the Streetscape. The Applicant shall submit furniture details with Building Permit submittal.
13. No Use of the Outdoor Dining is allowed after 10:00 PM.

If you have questions or concerns regarding this Final Action Letter, please call 385-



Planning Department

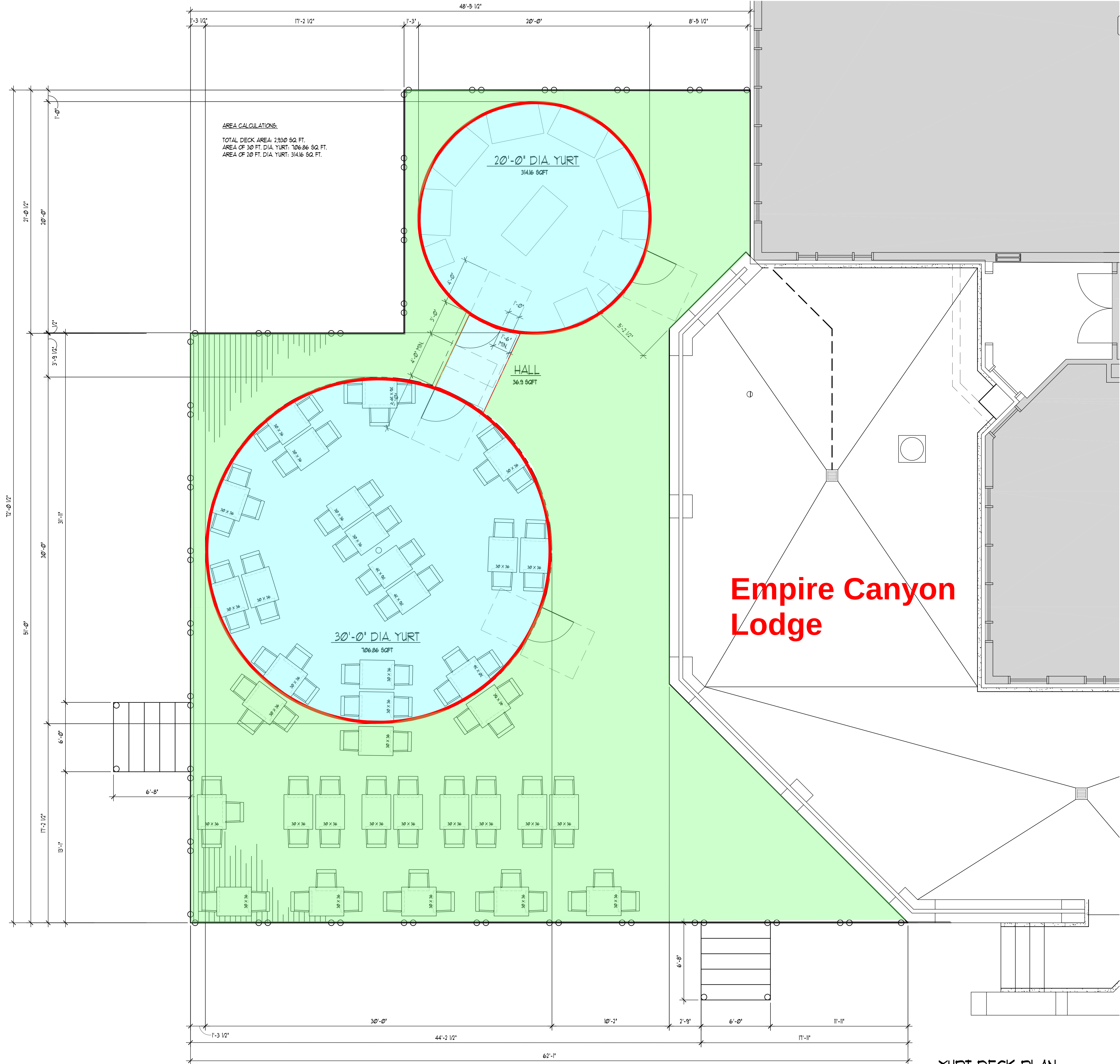
481-2036 or email virgil.lund@parkcity.org

Sincerely,

Elissa Martin
Assistant Planning Director

CC: Virgil Lund

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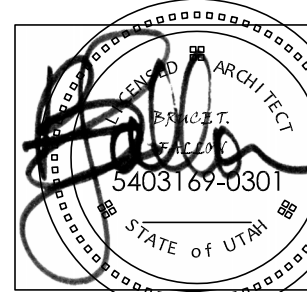
consultant logo



DEER VALLEY
RESORT

EMPIRE CANYON
LODGE YURT DECK

9200 MARSAC AVENUE
PARK CITY, UTAH 84060
client info



design professional stamp

revision information
no. date description

milestone issue date
09.04.2014

milestone issue description
SCHEMATIC REVIEW

latest revision date
-

latest revision description
-

drawing title

FLOOR PLAN

A2.1

sheet number

Empire Canyon Lodge Yurt Location

Legend:

Yurt:



Deck:



Front Door:



~ Property
Lines: - - - -

EMPIRE CANYON LODGE

PCA-S-98-FF
Deer Valley
Resort
Company

EV-B-2-A
Deer Valley Resort
Company

PCA-S-98-C
Deer Valley Resort Company

Fireside Dining

Empire Canyon Lodge

Sommet Blanc Sales Gallery

9175

Ruby Express

Assumptions:

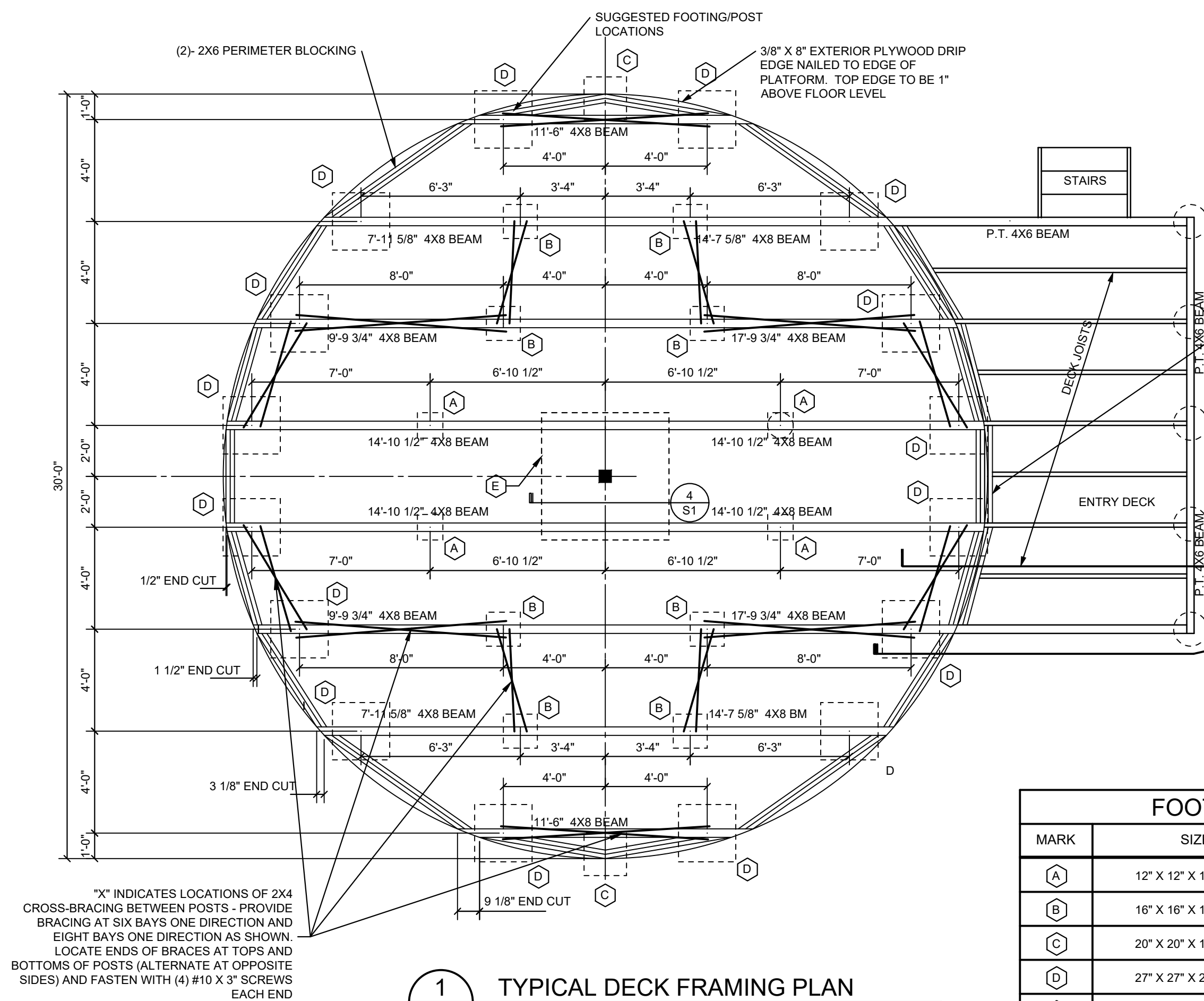
Yurt Diameter: 30'

Yurt Height: 14'2"

Exterior Decking Area: 300 s.f.

Total Activation Footprint: 3000 s.f.

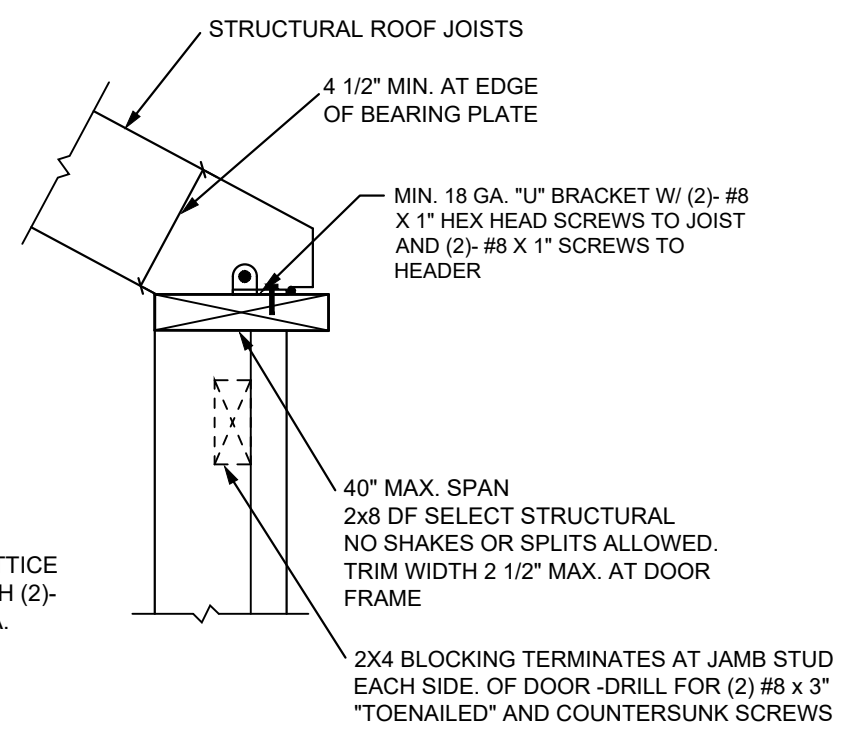
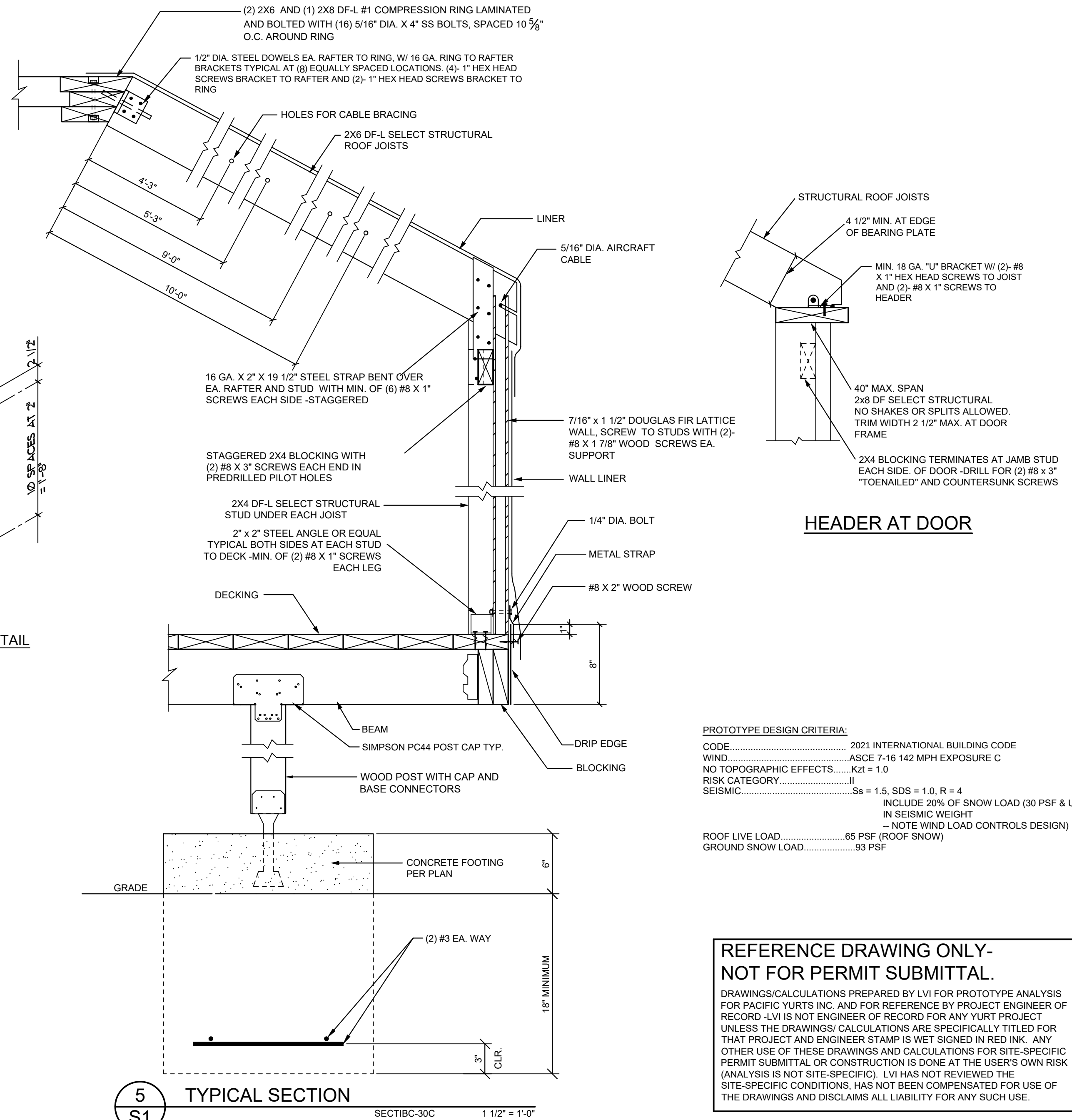
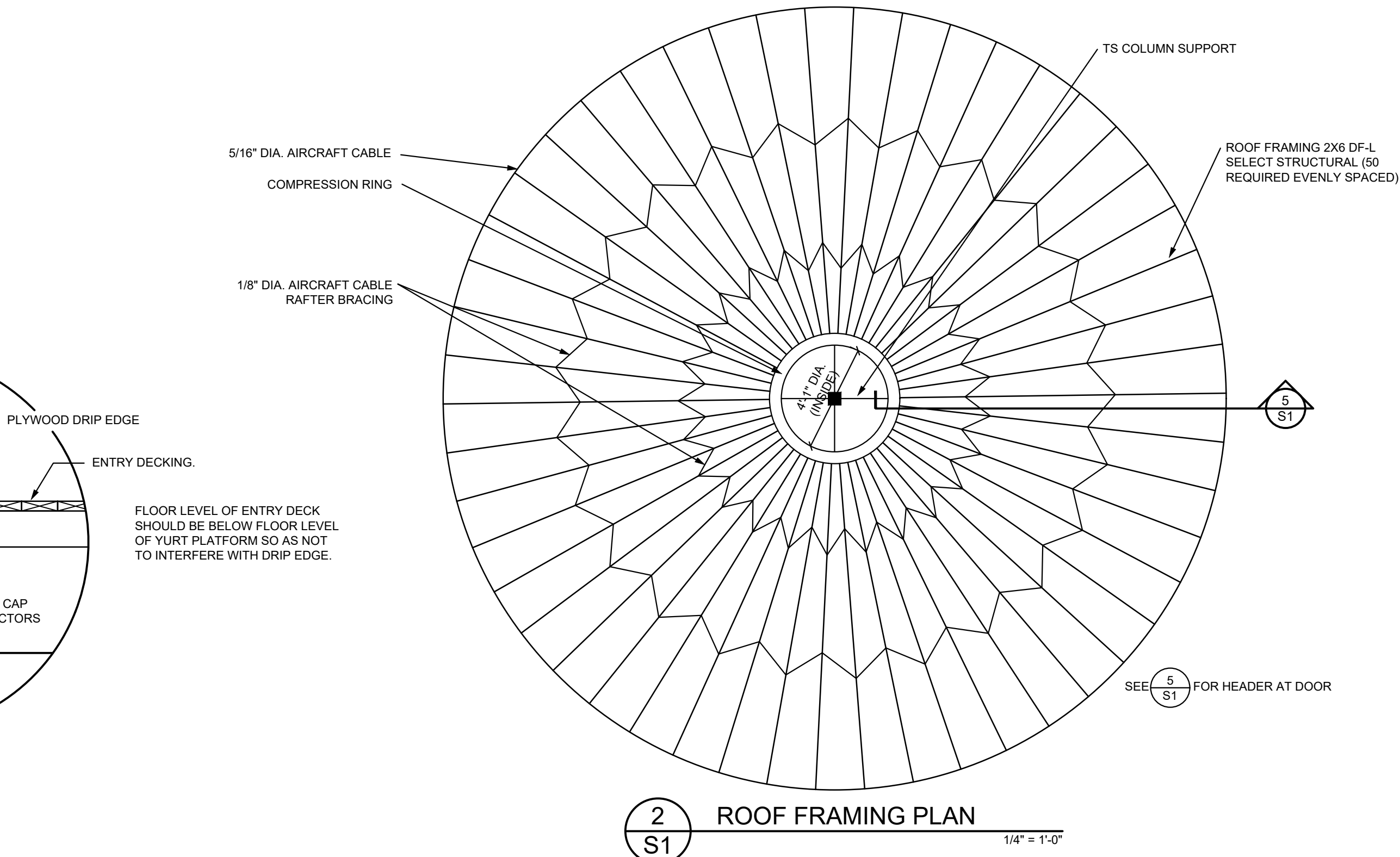
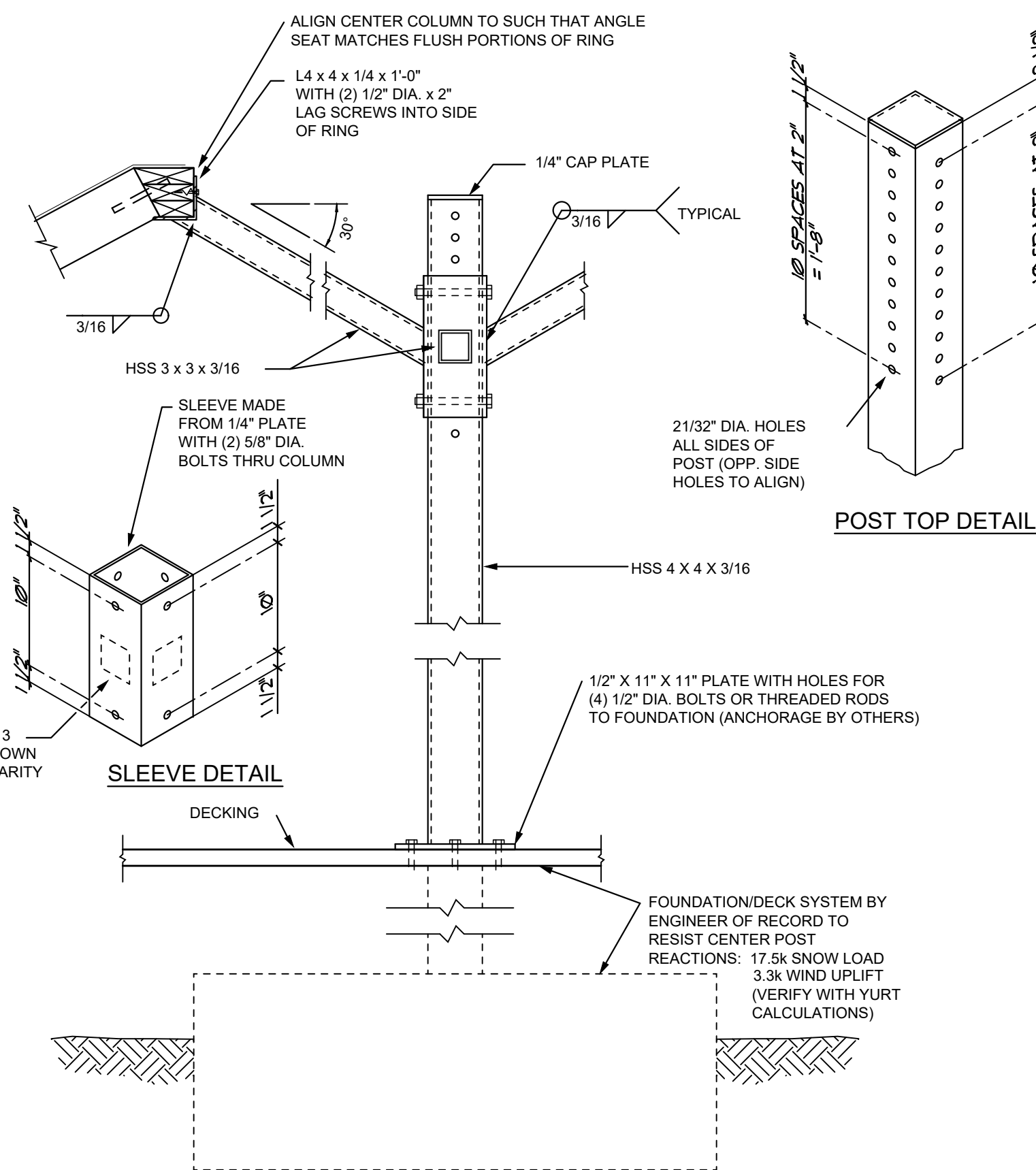
200 ft



FOOTING SCHEDULE		
MARK	SIZE	REINFORCING
(A)	12" X 12" X 18" H	(2) #3 EACH WAY IN BOTTOM
(B)	16" X 16" X 18" H	(2) #3 EACH WAY IN BOTTOM
(C)	20" X 20" X 18" H	(2) #3 EACH WAY IN BOTTOM
(D)	27" X 27" X 24" H	(3) #3 EACH WAY IN BOTTOM
(E)	5'-0" X 5'-0" X 18"	(5) #4 EACH WAY TOP AND BOTTOM - SEE



- | | |
|---|---|
| <p>1. FOUNDATION SYSTEM SHOWN IS EXAMPLE OF SUGGESTED SYSTEM, BASED ON 1500 PSF ALLOWABLE SOIL BEARING PRESSURE, 12" MINIMUM FROST DEPTH, 65 PSF ROOF SNOW LOAD, AND WIND UPLIFT BASED ON 110 MPH EXPOSURE C DESIGN CAPACITY OF PROTOTYPE YURT. FOOTING SIZES NOTED ARE CALCULATED FOR WORST OF EITHER GRAVITY LOADS ON SOIL OR WIND UPLIFT PLUS BRACING UPLIFT. FOOTING SIZE AND REQUIRED DEPTH BELOW GRADE SHOULD BE DETERMINED FOR EACH INDIVIDUAL SITE BY PLATONIC ENGINEER OF RECORD AND APPROVED BY LOCAL BUILDING AUTHORITY. A SITE-SPECIFIC DESIGN OF THE FOUNDATION SYSTEM BY A REGISTERED ENGINEER WILL ALLOW SMALLER FOOTINGS IF DESIGN WIND SPEED OR EXPOSURE ARE LESS THAN THE PROTOTYPE PARAMETERS. LEWIS & VAN VLEET INC. IS NOT LIABLE FOR DAMAGES ARISING FROM USE OF THIS EXAMPLE (PROTOTYPE) DESIGN.</p> <p>2. DECK CONSTRUCTION SHOULD REFLECT CONDITIONS OF EACH INDIVIDUAL SITE.</p> <p>3. 2x6 T&G DECKING TO BE Laid PERPENDICULAR TO 4x BEAMS AND TRIMMED TO THE BEAM INSIDE DIAMETER AS THAT OF THE YURT. 1 1/8" PLYWOOD MAY ALSO BE USED IN RECOMMENDED LAYOUT PATTERN. NAIL 2x6 T&G DECKING WITH (2)- 16d NAILS TO EACH SUPPORT. NAIL 1 1/8" PLYWOOD WITH 10d AT 6" O.C. TO ALL SUPPORTS. FRAMING FOR THIS EXAMPLE DECK WAS SIZED FOR RESIDENTIAL LIVE LOAD ONLY (40 POUNDS PER SQUARE FOOT). LOCAL ENGINEER TO REVIEW AND VERIFY DECK DESIGN AND LOADING.</p> | <p>4. FOR POSTS 6" TALL AND TRAILER FROM TOP OF FOOTING TO BOTTOM OF FLOOR BEAM, PROVIDE 2 X 4 CROSS-BRACING AS SHOWN AND NOTED AT PLAN.</p> <p>VERIFY MINIMUM CRAWLSPACE AND FROST DEPTH REQUIREMENTS WITH ENGINEER OF RECORD AND/OR BUILDING OFFICIAL.</p> <p>FAILURE TO PROPERLY DESIGN AND CONSTRUCT PLATFORM FOR SITE-SPECIFIC CONDITIONS MAY RESULT IN SIGNIFICANT EXPENSE FOR REBUILDING IF PERMIT ARE LATER REQUIRED, OR RISK OF FAILURE UNDER DESIGN LOADING CONDITIONS. UNLESS SPECIFICALLY RETAINED TO ENGINEER'S SITE-SPECIFIC DESIGN AND WET-STAMP DOCUMENTS, LEWIS & VAN VLEET INC. IS NOT LIABLE FOR COSTS OR DAMAGES ARISING FROM USE OF THESE DOCUMENTS.</p> |
|---|---|



PROTOTYPE DESIGN CRITERIA:

CODE.....	2021 INTERNATIONAL BUILDING CODE
WIND.....	Asce 7-16 142 MPH EXPOSURE C
NO TOPOGRAPHIC EFFECTS.....	Kz1 = 1.0
RISK CATEGORY.....	II
SEISMIC.....	Ss = 1.5, SDS = 1.0, R = 4
	INCLUDE 20% OF SNOW LOAD (30 PSF & UP)
	IN SEISMIC WEIGHT
	- NOTE WIND LOAD CONTROLS DESIGN)
ROOF LIVE LOAD.....	.65 PSF (ROOF SNOW)
GROUND SNOW LOAD.....	.93 PSF



DEER VALLEY

EXPANDED EXCELLENCE

Administrative Conditional Use Permit: Temporary structure Project Narrative

Deer Valley Resort is proposing an Administrative Conditional Use Permit (ACUP) for a Temporary Structure located adjacent to our Empire Canyon Lodge at 9200 Marsac Avenue. The proposed Temporary Structure will be erected at the proposed location no longer than 180 days in a single calendar year. The intent of the Temporary Structure is to provide food and beverage service for our existing day-skier guests in support of the Empire Canyon Lodge operation. The hours of operation will be consistent with the resort operations and associated events that may occur at Empire Canyon Lodge as a part of our normal business.

Attachments:

- 03. Proposed Site Plan(s)
- 04. Proposed Temporary Structure Schematic Renderings and Technical Requirements
- 05. Empire Village Subdivision Plat
- 06. Title Report
- 07. Mailing List (300 feet)



PLANNING COMMISSION STAFF REPORT

DATE: April 28th for May 10, 2000 meeting
DEPARTMENT: Planning
AUTHOR: Nora L. Shepard, Patrick Putt
TITLE: Empire Canyon Day Lodge
TYPE OF ITEM: Conditional Use Request

SUMMARY RECOMMENDATIONS: Conditional Approval

DESCRIPTION

Owners: Deer Valley Resort
Location: Daly West area of Empire Canyon
Zoning: RD-MPD per Flagstaff Development Agreement
Adjacent Land Uses: Ski Resort
Reason for Review: Conditional Use Request for a new Day Lodge

B. Background

The Flagstaff Annexation and Development Agreement allowed for a new Day Lodge for Deer Valley in the Daly West Area. Section 2.5 of the Development Agreement states that:

“Subject to conditional use review, Deer Valley may construct a skier day lodge of a maximum of 35,000 square feet in the approximate location depicted on Exhibit A. The day lodge shall have no public road access and no day skier parking, must have adequate emergency vehicle access and shall have only limited parking to meet service and administrative requirements. Deer Valley shall provide deed-restricted employee/affordable housing units as defined by the City’s affordable housing policy in an amount equal to 20% of the commercial Unit Equivalents approved by the City for the day lodge prior to issuance of a Certificate of Occupancy for the day lodge.”

Exhibit A denotes a location at the Daly West site for the day lodge.

C. Project Description

Attached is a summary of the project request from Deer Valley. In summary, the Empire Canyon Day Lodge is proposed to be about 25,000 sf to serve the daily food service needs of the skiers in this area of Deer Valley. As the skiing component of Deer Valley has expanded, so has the need for an additional facility in the vicinity of the expanded terrain.

The specific site location is a function of the distance from the bases of the three ski lifts in the area and with consideration of environmental factors. A site plan will be presented at the work session showing the proposed lodge in relation to the existing lifts and structures in the area. The lodge location is not in the disturbed area, but is just to the side of it. This location is necessary from a soils stability standpoint.

Access to the Lodge will ultimately occur from the year-round road system which will be developed with the Flagstaff Development. Until that time, it will be accessed via the existing graded road which serves the area.

The Daly West area is shown on the Flagstaff MPD as a potential secondary village site. That determination will be made by the Planning Commission through the MPD process outlined in the Flagstaff Development Agreement. At this time, there are not definite entitlements to residential units in this area, but it may be a location for future units.

This area is not intended to be a skier access area, and no skier parking is proposed. A small surface lot is proposed for service and employee needs.

D. Analysis

Utilities - The staff has had many meetings with Deer Valley and United Park City Mines to discuss infrastructure phasing for the entire Flagstaff area. The Planning Commission had one work session on this topic. At this time, it appears that the Flagstaff developer intends only to do some utility work this summer. This utility work will probably serve the Empire Canyon Day Lodge site with power and gas along existing road and run alignments from the Silver Lake area. Sewer is proposed to be provided from the top of Daly Avenue up to the Daly West Site.

Water is somewhat more complicated. Work is being done to look at the long term water plan for the area. The applicant has worked with the City Engineer, City Fire Marshall and Public Works Department to come up with a short-term and long term water provision strategy for this area.

Parking - As noted above, the applicant is not proposing any significant parking associated with the Lodge at this time. If and when this area develops as a village pod, the demand for parking associated with the Lodge will probably increase due to improved access. The applicant is requesting that any future parking demand be reviewed at the time a village concept is reviewed and that any necessary parking can occur with development of a future village. The staff has

raised a question as to whether this is really realistic. The applicant will be prepared to address this issue at work session.

Construction Impact - A condition of any eventual approval of this projects needs to be that all construction for the Lodge and associated utilities access the site from Marsac Avenue and the Mine Road. No construction access will be allowed from Daly.

Affordable Housing - Deer Valley has been proactive in providing employee housing units for their employees well in excess of any city imposed requirements. The suggestion is that Deer Valley be allowed to credit 5 (20% of the commercial unit equivalents) of those units toward this employee housing obligation.

Environmental Considerations - Deer Valley has been working with the EPA on this site. Prior to building permit issuance, an environmental remediation plan will be required to be submitted and approved by the Chief Building Official.

E. Staff Recommendation

The staff recommends approval of the conditional use permit for the Empire Canyon Day Lodge, subject to the following:

Findings of Fact:

1. The Flagstaff Development Agreement provides for an additional day lodge in the proposed location.
2. The Empire Canyon Lodge is a day lodge only and will not be a ticket sales location.
3. This approval is for the Day Lodge only and does not constitute approval of any other units or improvements in this area.
4. Deer Valley has provided employee housing in excess of that required by the Deer Valley Master Planned Development. Five of those employee units will be credited toward fulfilling this employee housing obligation.
5. The Empire Canyon Lodge is for skier day use only and is not anticipated to be used for special events.
6. The discussions and analysis of this report are incorporated herein.
7. The applicant stipulates to the conditions of approval.

Conclusions of Law:

1. The application complies with all requirements of the Land Management Code.

2. The use will be compatible with surrounding structures in use, scale, mass, and circulation.
3. The use is consistent with the Park City General Plan, as amended.
4. The use is consistent with the Flagstaff Development Agreement.
5. The effects of any differences in use or scale have been mitigated through careful planning and conditions of approval.

Conditions of Approval:

1. Prior to building permit issuance, the planning staff shall review and approve the final architectural drawings and site plan for the Empire Canyon Lodge.
2. A site reclamation and landscape plan shall be required to be submitted by the applicant and approved by the Community Development Department prior to building permit issuance.
3. Prior to building permit issuance for the Empire Canyon Lodge or any associated utility work, a construction mitigation plan shall be required which shall address, at a minimum:
 - No construction traffic or activity will access the site from Daly Avenue
 - Specific construction traffic routes shall be approved
 - Every effort will be made to decrease vehicle trips necessary, including carpooling of construction employees
 - All construction areas will be contained with runoff control devices
4. The City Engineer, Public Works Department and Chief Building Official must review and approve the final utility plans for the Empire Canyon Lodge which demonstrates adequate water for fire protection purposes.
5. If Deer Valley desires to use Empire Canyon Lodge for other than just skier day use, an MPD modification will be required which will address the proposed uses and associated parking impacts.
6. If and when there is additional development in the Daly West area a comprehensive parking plan will be required. Parking for the day lodge may be required to be incorporated into any future development.
7. The standard project conditions shall apply.

Commissioner Erickson suggested that the Planning Commission leave the matter to Mr. DeHaan to do his best to minimize truck traffic on Marsac Avenue.

Regarding Commissioner Hier's request, Mr. Wells commented that it is almost impossible to segregate various truck traffic, and trying to distinguish the traffic to enforce a situation is difficult to do. Commissioner Hier stated that he did not feel it would be difficult if a flagman were stationed on the road. He was concerned about the traffic that will back up Marsac with the added construction of the roundabout, and he saw this as an inconvenience and a hazard. He acquiesced to Commissioner Erickson's suggestion to let Mr. DeHaan handle the matter in the best way possible.

Mr. DeHaan commented that the City is still pursuing the truck escape lane as one traffic mitigation factor. It would be a right-hand escape lane coming down the Mine Road.

Administrator Putt referred to Finding of Fact 4 and asked the Planning Commission to review the wording. As written, this would credit the employee housing units. Commissioner Hier asked if the units could be allocated toward that facility rather than being credited overall. Mr. Wells felt that was not practical. Two types of employee units have been created, and approximately 15 units are not within Deer Valley control because they are subject to restrictions which make them affordable housing but not Deer Valley employee housing. Commissioner Hier felt revised language would help address new construction.

Chair O'Hara requested some sort of accounting to track affordable housing. Administrator Putt offered to work with Mr. Wells to develop that list. The Commissioners indicated that they were comfortable with the language in Finding 4 as written.

MOTION: Commissioner Hier moved to APPROVE the Conditional Use Permit for the Empire Canyon Day Lodge subject to the findings of fact, conclusions of law, and conditions of approval outlined in the staff report. Commissioner Volkman seconded the motion.

VOTE: The motion passed unanimously.

Commissioner Erickson suggested that the streets master plan be changed to reflect Commissioner Hier's comments for truck traffic and sent out to the public for comment. The Commissioners concurred.

Findings of Fact - Empire Canyon Day Lodge

1. The Flagstaff Development Agreement provides for an additional day lodge in the proposed location.
2. The Empire Canyon Lodge is a day lodge only and will not be a ticket sales location.
3. This approval is for the Day Lodge only and does not constitute approval of any other units or improvements in this area.
4. Deer Valley has provided employee housing in excess of that required by the Deer Valley Master Planned Development. Five of those employee units will be credited toward fulfilling this employee housing obligation.
5. The Empire Canyon Lodge is for skier day use only and is not anticipated to be used for special events.
6. The discussions and analysis of this report are incorporated herein.
7. The applicant stipulates to the conditions of approval.

Conclusions of Law - Empire Canyon Day Lodge

1. The application complies with all requirements of the Land Management Code.
2. The use will be compatible with surrounding structures in use, scale, mass and circulation.
3. The use is consistent with the Park City General Plan, as amended.
4. The use is consistent with the Flagstaff Development Agreement.
5. The effects of any differences in use or scale have been mitigated through careful planning and conditions of approval.

Conditions of Approval - Empire Canyon Day Lodge

1. Prior to building permit issuance, the planning staff shall review and approve the final architectural drawings and site plan for the Empire Canyon Lodge.

2. A site reclamation and landscape plan shall be required to be submitted by the applicant and approved by the Community Development Department prior to building permit issuance.

3. Prior to building permit issuance for the Empire Canyon Lodge or any associated utility work, a construction mitigation plan shall be required which shall address, at a minimum:

- No construction traffic or activity will access the site from Daly Avenue.

- Specific construction traffic routes shall be approved.

- Every effort will be made to decrease vehicle trips necessary, including carpooling of construction employees.

All construction areas will be contained with runoff control devices.

4. The City Engineer, Public Works Department, and Chief Building Official must review and approve the final utility plans for the Empire Canyon Lodge which demonstrates adequate water for fire protection purposes.
5. If Deer Valley desires to use Empire Canyon Lodge for other than just skier day use, an MPD modification will be required which will address the proposed uses and associated parking impacts.
6. If and when there is additional development in the Daly West area, a comprehensive parking plan will be required. Parking for the day lodge may be required to be incorporated into any future development.
7. The standard project conditions shall apply.

3. 347 Woodside Avenue - Plat amendment

Planner Derek Satchell reviewed the application for a plat amendment. The project is located in the HR-1 zone immediately east of the Treasure Hill subdivision. The project involves the request to combine several lots and partially platted lots into one combined platted lot.

The Staff has reviewed the application and finds that it is in compliance with the provisions of the Land Management Code of Park City. Staff

Neighborhood. In either case, the sale would be completed within said time period and would be to a conservation buyer or buyers at fair market value at the date of purchase. Fair market value in this context shall reflect the entitlement for single family detached units set forth in the Large Scale Master Plan and this Agreement or, if the Small Scale Master Plan has been issued, as reflected in the Small Scale Master Plan for the Northside Neighborhood. The three-year period noted above shall not limit the Planning Commission's authority in connection with approval of the phasing plans required in sections 2.1.10 and 2.1.11.

- 2.5. **Ski-Related Development.** Subject to conditional use review, DEER VALLEY may construct a skier day lodge of a maximum of 35,000 square feet, in the approximate location depicted on Exhibit A. The day lodge shall have no day skier parking, and must have adequate emergency vehicle access. Any parking lot for the lodge shall be for the purpose of meeting temporary events, intermittent seasonal dining, and service and administrative requirements, and shall be reviewed by the planning commission as a Conditional Use. Such Conditional Uses will have a traffic mitigation plan that may include the number of events, hours of operation, shuttle bus requirements and/or a limit to the number of guests. Pursuant to a Conditional Use Permit, said temporary parking area may be located on adjacent properties. Permanent non-skier parking for the Empire Day Lodge will be considered as part of the POD B-2 Master Plan Development. Such parking shall consist of not more than 75 spaces. These parking spaces are in addition to those otherwise required or allowed under this Agreement and the LMC. DEER VALLEY shall provide deed-restricted employee/affordable housing units as defined by the City's affordable housing policy in an amount equal to 20% of the commercial Unit Equivalents approved by the City for the day lodge prior to issuance of a Certificate of Occupancy for the day lodge.

Planning Department Staff Report



Subject: 501 Park Avenue
Application: PL-24-06287
Author: Jacob Klopfenstein, Planner I
Alec Barton, Senior Planner
Date: October 24, 2024
Type of Item: Administrative Conditional Use Permit

Recommendation

(I) Review the Administrative Conditional Use Permit (ACUP) for retaining walls greater than six feet in height within the Rear and Side Setbacks at 501 Park Avenue, (II) conduct a public hearing, and (III) consider approving the ACUP based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant: Todd Gilbert

Location: 501 Park Avenue

Zoning District: Historic Residential – 1

Adjacent Land Uses: Residential, Public Right-of-Way

Reason for Review: Retaining walls over six feet in height require an ACUP in the Historic Residential – 1 (HR-1) Zoning District.¹

ACUP Administrative Conditional Use Permit
HR-1 Historic Residential – 1 Zoning District
LMC Land Management Code
SFD Single-Family Dwelling

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC [§ 15-15-1](#).

Summary

The Applicant proposes to replace a failing wood retaining wall in the rear of the existing Single-Family Dwelling (SFD) with a board-formed concrete retaining wall reaching a maximum height of 7 feet 6 inches and spanning approximately 28.5 feet across the entire Rear Lot Line, within both the Rear and Side Yard Setbacks.

501 Park Avenue is a 0.05-acre Lot that is 75 feet deep and approximately 28.5 feet wide, containing one SFD in the Historic Residential -1 (HR-1) Zoning District. The Site

¹ LMC [§ 15-2.2-2](#)

is directly north of the 5th Street Right-of-Way and is not designated as a Significant or Landmark Historic Site on Park City's Historic Sites Inventory.²



Figures 1 and 2: Applicant's photos showing existing failing wood retaining wall at 501 Park Avenue.

Background

The SFD received Historic District Commission approval on August 6, 1990. Building Permit #5511, originally approved in October 1990, did not include retaining walls (see Figure 3). The Planning Department does not have records indicating when the current retaining wall was constructed.

The Applicant now proposes a concrete retaining wall in the rear of the SFD to replace the existing wood retaining wall, which is failing. The Applicant's submitted survey (Figure 4) shows the proposed location of the retaining wall to be located within four inches of the existing retaining wall .

² LMC [§ 15-11-10](#)

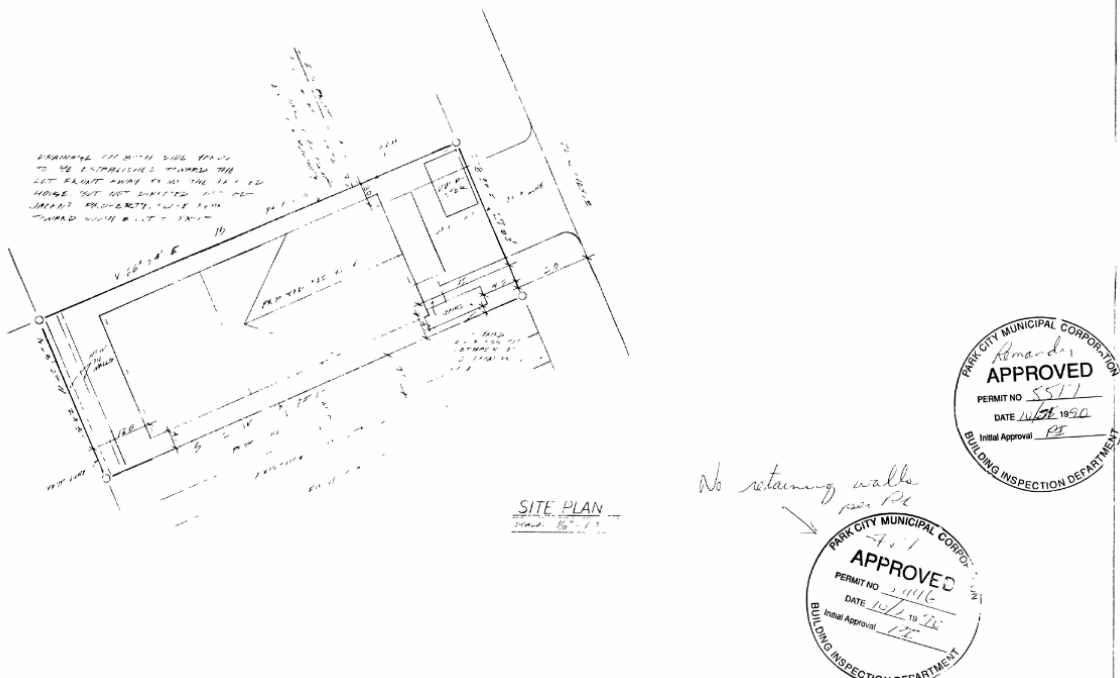


Figure 3: Building Permit #5511 for 501 Park Avenue. No retaining walls were included with the scope of the permit.



Figure 4: Applicant's submitted survey showing location of the proposed retaining wall at 501 Park Avenue.

Analysis

(I) The ACUP for retaining walls greater than six feet in height, as conditioned, complies with LMC [Chapter 15-2.2](#) Historic Residential – 1 (HR-1) District.

The purposes of the HR-1 Zoning District are outlined in LMC [§ 15-2.2-1](#) as follows:

- A. preserve present land Uses and character of the Historic residential Areas of Park City;
- B. encourage the preservation of Historic Buildings and/or Structures;
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods;
- D. define Development parameters that are consistent with the General Plan policies for the Historic core; and
- E. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

The proposed retaining wall at 501 Park Avenue will not change the Use of the Site from an SFD. The proposed retaining wall is compatible with the above regulations and consistent with other residential development in the area. The Applicant proposes board-formed concrete, a typical treatment for retaining walls in the City's Historic District.

Retaining walls greater than six feet in height from Final Grade require an ACUP or Administrative Permit in the HR-1 Zoning District pursuant to LMC [§ 15-2.2-2\(B\)](#). Retaining walls are permitted in the Rear Setback pursuant to LMC [§ 15-2.2-3\(H\)](#) and within the Side Setback pursuant to LMC [§ 15-2.2-3\(J\)](#).

(II) The proposal, as conditioned, complies with the criteria for retaining walls in Historic Districts as outlined in LMC [§ 15-13-8](#).

LMC [§ 15-13-8\(B\)\(1\)\(d\)](#) includes the following requirements for non-historic residential sites in Historic Districts:

- (1) When feasible, a site shall be contoured in a way that reduces the need for retaining walls. When retaining walls are necessary, the visual impact shall be minimized by creating gradual steps or tiers and by using perennial plant material. When a fence is to be placed on the top of a retaining wall, the combined height shall be similar in scale to retaining walls and fences seen historically.**

The proposed retaining wall is replacing an existing retaining wall along the Rear Lot Line. The proposed retaining wall is 7 feet 6 inches, which is similar in height to other retaining walls in the vicinity. The project does not involve gradual steps or tiers nor the placement of a fence on top of the retaining wall.

- (2) New retaining walls shall be consistent with historic retaining walls in terms of mass, scale, design, materials, and scale of materials. Simple board-formed concrete, stacked stone and other traditional materials are recommended over concrete block, asphalt, or other modern concrete treatments. Alternative materials may be considered but they shall convey**

- the general scale, texture, and character of historic masonry walls.**
- (3) Masonry shall be maintained in its natural finish. Applying paint, stain, or stucco over stone or concrete retaining walls is not appropriate.**

The Applicant proposes a simple board-formed concrete retaining wall, which is consistent with permitted styles for retaining walls in historic districts. Refer to [CUP Criteria 11](#) for additional analysis.

- (4) Traditional height and setback of retaining walls along the street shall be maintained.**

The project does not involve a retaining wall along a street. The 5th Street stairs are a public Right-of-Way providing Access between Park Avenue and Woodside Avenue. The proposed retaining wall abuts this Right-of-Way. The proposed height of 7 feet 6 inches does not represent a significant change relative to the existing retaining wall in this location.

- (5) To abate retaining-wall failure, drainage behind retaining walls shall be maintained so water drains away from the walls.**

Condition of Approval 1 requires the retaining wall to comply with Municipal Code of Park City Chapter 13-5, Regulation and Enforcement of Storm Water Discharges Associated with Post-Construction Activities.

Condition of Approval 2 requires the Applicant to maintain drainage behind the retaining wall so that water drains away from the wall.

(III) The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC [§ 15-1-10\(E\)](#).

There are certain Uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land Uses, may not be Compatible in some Areas or may be Compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

Planning Staff shall approve a Conditional Use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards. Planning Staff may deny the Conditional Use if the proposed Use cannot be substantially mitigated by the proposal or imposition of reasonable conditions to achieve compliance with applicable standards.³

1. Size and location of the Site: Condition of approval recommended

The retaining wall is within the Side and Rear Setbacks. The Lot is 75 feet deep and approximately 28.5 feet wide. Pursuant to LMC [§ 15-2.2-3](#), the minimum Rear Setback

³ LMC [§ 15-1-10](#)

is 10 feet and the minimum Side Setback is 3 feet. The wall will be visible from Park Avenue and the adjacent 5th Street Right-of-Way, which includes public access stairs. Staff recommends Condition of Approval 3, discussed below, to mitigate the visibility of the proposed retaining wall.

2. Traffic considerations including capacity of the existing Streets in the Area:
No unmitigated impacts

No changes are proposed. The retaining wall and landscaping changes will not generate any additional traffic needs beyond the Use of the property as an SFD.

3. Utility capacity, including Storm Water run-off: *Condition of approval recommended*

Staff recommends the following condition of approval to ensure any potential impacts regarding Storm Water run-off are mitigated for the proposed retaining walls:

Condition of Approval 1 – The Applicant shall obtain Engineering Department approval for drainage and storm water management plans prior to building permit issuance. Drainage and storm water management shall comply with Municipal Code of Park City Chapter 13-5 *Regulation and Enforcement of Storm Water Discharges Associated with Post-Construction Activities*.

Pursuant to LMC [§ 15-13-8\(B\)\(1\)\(d\)](#), Staff recommends the following condition of approval regarding drainage of the new retaining walls:

Condition of Approval 2 – To abate retaining wall failure, drainage behind the new retaining wall shall be maintained so water drains away from the walls.

4. Emergency vehicle Access: *No unmitigated impacts*

5. Location and amount of off-Street parking: *No unmitigated impacts*

6. Internal vehicular and pedestrian circulation system: *No unmitigated impacts*

No changes are proposed. The proposed retaining wall will not affect emergency vehicle Access to the Site and will not generate any additional traffic or off-Street parking needs beyond the Use of the property as an SFD.

7. Fencing, Screening, and landscaping to separate the Use from adjoining Uses: *Condition of Approval recommended*

The retaining wall is proposed in the rear of the SFD along the Rear Lot Line.

The retaining wall will be partially visible from the Park Avenue Right-of-Way. Figure 5

shows the existing retaining wall as viewed from Park Avenue:



Figure 5: Google Maps photo showing visibility of the existing retaining wall at 501 Park Avenue from the Park Avenue Right-of-Way.

Staff recommends the following Condition of Approval to mitigate the visibility of the proposed retaining wall from Park Avenue:

Condition of Approval 3 – The Applicant shall implement additional landscaping to screen the retaining wall from the Park Avenue Right-of-Way. At least 50 percent of the Landscaped Area shall be Water Wise Landscaping containing approved non-invasive drought tolerant plants, and/or minimal irrigation, pursuant to LMC § 15-5-5(N).

8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots: *Condition of Approval recommended*

The proposed retaining wall exceeds six feet in height and is within the Rear and Side Setbacks. Staff recommends the following Condition of Approval:

Condition of Approval 4 – Prior to construction, the Applicant shall confirm property lines and ensure the retaining wall installation does not encroach onto adjacent property or the City Right-of-Way.

9. Usable Open Space: *No unmitigated impacts*

No changes are proposed to Open Space at the Site.

10. Signs and lighting: *No unmitigated impacts*

No signs or lighting are proposed.

11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing: *No unmitigated impacts*

Per the Applicant, the retaining wall will be constructed out of simple board-formed concrete. LMC [§ 15-13-8\(B\)\(1\)\(d\)](#) states that simple board-formed concrete is recommended over other modern concrete treatments for non-Historic residential Sites within the HR-1 Zoning District.

Pursuant to LMC [§ 15-13-8\(B\)\(1\)\(d\)](#), Staff recommends the following Condition of Approval:

Condition of Approval 5 – The retaining wall shall be composed of board-formed concrete. Masonry shall be maintained in its natural finish. Applying paint, stain, or stucco over the concrete retaining wall is not permitted.

12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site: *No unmitigated impacts*

13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas: *No unmitigated impacts*

No changes are proposed that would affect noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site. No changes are proposed that would affect control of delivery and service vehicles.

14. Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities: *No unmitigated impacts*

No changes are proposed. 501 Park Avenue is a privately owned SFD. The Applicant has had Nightly Rental business licenses for 501 Park Avenue in the past, but as of 2022 does not have an active Nightly Rental business license for this address.

15. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing

topography of the Site: *No unmitigated impacts*

The Site is not within the Sensitive Lands Overlay or within the boundary of the Park City Soils Ordinance. The retaining wall will be constructed on Steep Slopes to prevent erosion. Per LMC [§ 15-2.2-6\(A\)](#), a Steep Slope CUP is not required.

16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding: *Conditions of Approval recommended*

[Old Town Goal 6.1](#) in the Park City General Plan states that infill and new additions should be compatible in the neighborhood context and subordinate to existing Historic structures. The SFD at 501 Park Avenue is not a Historic structure, but the retaining wall will be located behind the SFD and will be subordinate to the structure and surrounding structures. [Old Town Goal 6.4](#) notes that the character of Historic sites should be retained and preserved and states that retaining walls contribute to the character of Historic sites.

Staff also recommends the following Conditions of Approval:

Condition of Approval 6 – The Applicant shall obtain a building permit for the retaining wall and complete Engineering Department review for the retaining wall prior to construction.

Condition of Approval 7 – The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved retaining wall. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review in accordance with the applicable standards by the Planning Director or designee prior to construction.

Condition of Approval 8 – Any changes, modifications, or deviations from the approved scope of work that have not been approved in advance by the Planning Department may result in a stop work order.

(IV) The Development Review Committee reviewed the proposal on October 1, 2024 and requires a Condition of Approval.⁴

Condition of Approval 9 – The Applicant shall submit plans for the retaining wall to the Engineering Department for review and any necessary approvals. Any work within the Right-of-Way requires prior review and approval by the Engineering Department in the form of an Encroachment Permit.

⁴ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

Department Review

The Planning Department reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on October 2, 2024. Staff mailed courtesy notice to property owners within 300 feet on October 2, 2024. The *Park Record* published courtesy notice on October 3, 2024.⁵

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The Planning Director, or designee may approve the ACUP for a retaining wall greater than six feet in height within the Rear and Side Setbacks;
- The Planning Director, or designee may deny the ACUP for a retaining wall greater than six feet in height within the Rear and Side Setbacks and direct staff to make Findings for the denial; or
- The Planning Director or designee may request additional information and continue the discussion to a date certain or uncertain.

Exhibits

Exhibit A: Draft Final Action Letter

Exhibit B: 501 Park Avenue Retaining Wall Plans

Exhibit C: 501 Park Avenue Survey

⁵ LMC [§ 15-1-21](#)



Planning Department

October 24, 2024

Todd Gilbert
501 Park Avenue
(646) 784-6549

NOTICE OF PLANNING DEPARTMENT ACTION

Description

Address: 501 Park Avenue

Zoning District: Historic Residential – 1

Application: Retaining Wall Greater than 6 Feet in Height

Project Number: PL-24-06287

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: October 24, 2024

Project Summary: The Applicant Proposes a Retaining Wall Greater Than 6 Feet in Height in the Historic Residential -1 (HR-1) Zoning District.

Action Taken

On October 24, 2024, the Planning Director conducted a public hearing and approved the Administrative Conditional Use Permit according to the following findings of fact, conclusions of law, and conditions of approval.

Findings of Fact

1. The Applicant proposes to replace a failing wood retaining wall in the rear of the Structure with a board-formed concrete retaining wall reaching a maximum height of 7 feet 6 inches and spanning approximately 28.5 feet across the entire Rear Lot Line, within both the Rear and Side Yard Setbacks.
2. 501 Park Avenue is a Single-Family Dwelling (SFD) in the HR-1 Zoning District.
3. The Site is directly north of the 5th Street Right-of-Way and is not designated as a Significant or Landmark Historic Site on Park City's Historic Sites Inventory.
4. The existing wood retaining wall is failing. The proposed retaining wall height of 7 feet 6 inches does not represent a significant change relative to the existing retaining wall.



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5. The Applicant proposes board-formed concrete, a typical treatment for retaining walls in the City's Historic District.
6. Retaining walls greater than six feet in height from Final Grade require an ACUP or Administrative Permit in the HR-1 Zoning District pursuant to LMC § 15-2.2-2(B). Retaining walls are permitted in the Rear Setback pursuant to LMC § 15-2.2-3(H) and within the Side Setback pursuant to LMC § 15-2.2-3(J).
7. The ACUP for a retaining wall greater than six feet in height, as conditioned, complies with LMC Chapter 15-2.2 Historic Residential – 1 (HR-1) District.
 - a. The proposed retaining wall at 501 Park Avenue will not change the Use of the Site from an SFD.
 - b. The Applicant proposes board-formed concrete, a typical treatment for retaining walls in the City's Historic District.
8. The proposal, as conditioned, complies with the criteria for retaining walls in Historic Districts as outlined in LMC § 15-13-8.
9. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in LMC § 15-1-10(E).
 - a. Size and location of the Site
 - i. The retaining wall is within the Side and Rear Setbacks.
 - ii. The Lot is 75 feet deep and approximately 28.5 feet wide.
 - iii. The minimum Rear Setback is 10 feet and the minimum Side Setback is 3 feet.
 - iv. The wall will be visible from Park Avenue and the adjacent 5th Street Right-of-Way, which includes public access stairs.
 - b. Traffic considerations including capacity of the existing Streets in the Area
 - i. No changes are proposed. The retaining wall and landscaping changes will not generate any additional traffic needs beyond the Use of the property as an SFD.
 - c. Utility capacity, including Storm Water run-off
 - i. The Applicant is required to obtain Engineering Department approval for drainage and storm water management plans prior to issuance of a building permit.
 - d. Emergency vehicle Access
 - e. Location and amount of off-Street parking
 - f. Internal vehicular and pedestrian circulation system
 - i. No changes are proposed. The proposed retaining wall will not affect emergency vehicle Access to the Site and will not generate any additional traffic or off-Street parking needs beyond the Use of the property as an SFD.
 - g. Fencing, Screening, and landscaping to separate the Use from adjoining Uses



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- i. The retaining wall is proposed in the rear of the SFD along the Rear Lot Line.
 - ii. The retaining wall will be partially visible from the Park Avenue Right-of-Way.
 - iii. The project is conditioned to implement additional landscaping to screen the retaining wall from the Park Avenue Right-of-Way.
- h. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots
 - i. The proposed retaining wall exceeds six feet in height and is within the Rear and Side Setbacks.
 - ii. The project is conditioned to require the Applicant to confirm property lines and ensure the retaining wall installation does not encroach onto adjacent property or the City Right-of-Way.
- i. Usable Open Space
 - i. No changes are proposed to Open Space at the Site.
- j. Signs and lighting
 - i. No signs or lighting are proposed.
- k. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing
 - i. The retaining wall will be constructed out of simple board-formed concrete.
 - ii. Simple board-formed concrete is recommended over other modern concrete treatments for non-Historic residential Sites within the HR-1 Zoning District.
 - iii. The project is conditioned to require masonry to be maintained in its natural finish and to not allow paint, stain, or stucco over the concrete retaining wall.
- l. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site
- m. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas
 - i. No changes are proposed that would affect noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site. No changes are proposed that would affect control of delivery and service vehicles.
- n. Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities
 - i. No changes are proposed. 501 Park Avenue is a privately owned SFD. The Applicant has had Nightly Rental business licenses for 501 Park



Planning Department

Avenue in the past, but as of 2022 does not have an active Nightly Rental business license for this address.

- o. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site
 - i. The Site is not within the Sensitive Lands Overlay or within the boundary of the Park City Soils Ordinance. The retaining wall will be constructed on Steep Slopes to prevent erosion. Per LMC § 15-2.2-6(A), a Steep Slope CUP is not required.
 - p. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding
 - i. Old Town Goal 6.1 in the Park City General Plan states that infill and new additions should be compatible in the neighborhood context and subordinate to existing Historic structures.
 - ii. The SFD at 501 Park Avenue is not a Historic structure, but the retaining wall will be located behind the SFD and will be subordinate to the structure and surrounding structures.
 - iii. Old Town Goal 6.4 notes that the character of Historic sites should be retained and preserved and states that retaining walls contribute to the character of Historic sites.
10. The Development Review Committee reviewed the proposal on October 1, 2024, and requires a Condition of Approval (included herein as Condition of Approval 9).
11. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on October 2, 2024.
12. Staff mailed courtesy notice to property owners within 300 feet on October 2, 2024.
13. The *Park Record* published courtesy notice on October 3, 2024.

Conclusions of Law

- 1. The retaining wall over 6 feet in height and within the Rear and Side Setbacks complies, as conditioned, with the requirements of the LMC.
- 2. The retaining wall will be compatible with surrounding Structures in Use, scale, mass, and circulation.
- 3. The effects of any difference in Use or scale for the retaining wall has been mitigated through careful planning.

Conditions of Approval

- 1. The Applicant shall obtain Engineering Department approval for drainage and storm water management plans prior to building permit issuance. Drainage and storm water management shall comply with Municipal Code of Park City Chapter 13-5 *Regulation*



Planning Department

and Enforcement of Storm Water Discharges Associated with Post-Construction Activities.

2. To abate retaining wall failure, drainage behind the new retaining wall shall be maintained so water drains away from the walls.
3. The Applicant shall implement additional landscaping to screen the retaining wall from the Park Avenue Right-of-Way. At least 50 percent of the Landscaped Area shall be Water Wise Landscaping containing approved non-invasive drought tolerant plants, and/or minimal irrigation, pursuant to LMC § 15-5-5(N).
4. Prior to construction, the Applicant shall confirm property lines and ensure the retaining wall installation does not encroach onto adjacent property or the City Right-of-Way.
5. The retaining wall shall be composed of board-formed concrete. Masonry shall be maintained in its natural finish. Applying paint, stain, or stucco over the concrete retaining wall is not permitted.
6. The Applicant shall obtain a building permit for the retaining wall and complete Engineering Department review for the retaining wall prior to construction.
7. The Applicant is responsible for notifying the Planning Department prior to making any changes to the approved retaining wall. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review in accordance with the applicable standards by the Planning Director or designee prior to construction.
8. Any changes, modifications, or deviations from the approved scope of work that have not been approved in advance by the Planning Department may result in a stop work order.
9. The Applicant shall submit plans for the retaining wall to the Engineering Department for review and any necessary approvals. Any work within the Right-of-Way requires prior review and approval by the Engineering Department in the form of an Encroachment Permit.

If you have questions or concerns regarding this Final Action Letter, please call (385) 481-2037 or email Jacob.klopfenstein@parkcity.org.

Sincerely,

Elissa Martin
Assistant Planning Director

CC: Jacob Klopfenstein

1.	QUALITY ASSURANCE PLAN/SPECIAL INSPECTION REQUIREMENTS
1.1	SPECIAL INSPECTIONS CONFORMING TO IBC CHAPTER 17 ARE REQUIRED FOR CONSTRUCTION. THE OWNER, OR OWNER'S AGENT, SHALL EMPLOY ONE OR MORE APPROVED AGENCIES TO PERFORM INSPECTIONS DURING CONSTRUCTION OF THE TYPES LISTED IN IBC SECTION 1705 IN ADDITION TO THOSE INSPECTIONS INDICATED IN IBC SECTION 110.6.
1.2	A SPECIAL INSPECTOR FOR FABRICATION OF STEEL SHALL VERIFY THE BUILDING OFFICIAL MONITORING HIS OR HER COMPETENCE, EXPERIENCE AND TRAINING. HE/SHE SHALL KEEP RECORDS OF THE INSPECTIONS AND PROVIDE THE INSPECTION REPORTS TO THE BUILDING OFFICIAL AND ENGINEER OF RECORD. REPORTS SHALL INDICATE IF THE INSPECTION WORK WAS OR WAS NOT COMPLETED ACCORDING TO THE APPROVED CONSTRUCTION DOCUMENTS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION. IF DISCREPANCIES ARE NOT CORRECTED, THEY SHALL BE BROUGHT TO THE ATTENTION OF THE BUILDING OFFICIAL AND ENGINEER OF RECORD PRIOR TO COMPLETION OF THAT PHASE OF WORK. A FINAL REPORT DETAILING INSPECTIONS AND ANY CORRECTIONS REQUIRED SHALL BE SUBMITTED TO THE BUILDING OFFICIAL AT A PREDETERMINED TIME.
1.3	EACH CONTRACTOR AND SUB-CONTRACTOR AT THE BUILDING SITE SHALL PROVIDE FULL ACCESS FOR THE SPECIAL INSPECTOR TO PERFORM THE REQUIRED SPECIAL INSPECTIONS. IN ADDITION, EACH CONTRACTOR AND SUB-CONTRACTOR RESPONSIBLE FOR THE CONSTRUCTION OF THE MAIN WIND FLOW OR SEISMIC FORCE RESISTING SYSTEM, OR COMPONENT, INDICATED IN THE STATEMENT OF SPECIAL INSPECTION SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO THE BUILDING OFFICIAL AND OWNER. THIS STATEMENT OF RESPONSIBILITY SHALL ACKNOWLEDGE AWARENESS OF THE SPECIAL INSPECTION REQUIREMENTS CONTAINED IN THE STATEMENT OF SPECIAL INSPECTION.
1.4	REQUIRED VERIFICATION AND INSPECTION FOR STEEL CONSTRUCTION:
1.4.1	SPECIAL INSPECTION FOR FABRICATING STEEL SHAKE-IN ACCORDANCE WITH THE QUALITY ASSURANCE REQUIREMENTS OF ASCE 341 AND AS OUTLINED BELOW.
1.4.2	THE SPECIAL INSPECTOR SHALL VERIFY THE STEEL FABRICATOR MAINTAINS DETAILED FABRICATION AND QUALITY CONTROL PROCEDURES THAT PROVIDE A BASIS FOR THE INSPECTION, CONTROL OF WORKMANSHIP AND THE FABRICATOR'S ABILITY TO CONFORM TO THE CONSTRUCTION DOCUMENTS AND REFERENCED STANDARDS. THE INSPECTOR SHALL REVIEW THE PROCEDURES FOR COMPLETENESS AND ACCURACY. SPECIAL INSPECTIONS SHALL NOT BE REQUIRED WHERE THE FABRICATOR IS APPROVED IN ACCORDANCE WITH IBC SECTION T704.2.5.2.
1.4.3	STEEL CONSTRUCTION SHALL BE SUBJECT TO INSPECTIONS TO THE EQUIVALENTS OF THE QUALITY ASSURANCE AND INSPECTION REQUIREMENTS OF ASCE 360. ITEMS INDICATED AS QG SHALL BE INSPECTED BY THE FABRICATOR'S QUALITY CONTROL PERSONNEL, AS APPLICABLE, IN ACCORDANCE WITH ASCE 360. ITEMS INDICATED AS N, S, NS, G AND NG FROM 1.4.2 TO 1.4.3.7 SHALL BE INSPECTED ACCORDING TO THE CONSTRUCTION DOCUMENTS. ITEMS INDICATED AS QA SHALL BE INSPECTED AT THE FABRICATOR'S PLANT AND SHALL BE REQUIRED BY THE QUALITY ASSURANCE AND INSPECTION REQUIREMENTS SUCH THAT INTERRUPTION OF THE WORK IS MINIMIZED. TASKS IN THE SPECIAL INSPECTION TABLES SHALL BE PERFORMED TO ENSURE ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS WHERE A TASK IS NOTED TO BE BOTH QA AND QC. IT IS PERMITTED TO ALLOW COORDINATION BETWEEN THE QA/QI AND THE QC/I SUCH THAT THE INSPECTION IS PERFORMED BY ONE PARTY, WHERE QA RELIES ON QC, THE APPROVAL OF THE BUILDING OFFICIAL OR ENGINEER OF RECORD.
1.4.4	NON-DSTRUCTIVE TESTING OF WELDED JOINTS SHALL BE PERFORMED ON ALL COMPLETE-JOINT-PENETRATION (CJP) GROOVE WELDS SUBJECT TO TRANSVERSELY APPLIED TENSION LOADING IN BUTT, T- AND CORNER JOINTS, IN MATERIALS 5/16" THICK OR GREATER.

REQUIRED SPECIAL INSPECTION & TESTS OF CONCRETE CONSTRUCTION					
TYPE	FREQUENCY		REFERENCED		
	CONTINUOUS	PERIODIC	REFERENCED STANDARD	IBC REFERENCE	
1. INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT.	☐	☒	ACI 318 CH 20, 25.2, 25.3, 26.5.1-26.5.3	1908.4	
2. INSPECT ANCHORS CAST IN CONCRETE	☒	☐	ACI 318: 17.8.2	---	
3. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS ^B	☒	☐	ACI 318: 17.8.2.4	---	
A. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINES ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS	☐	☒	ACI 318: 17.8.2	---	
B. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINES IN 3.A.	☐	☒	ACI 318: 17.8.2	---	
4. VERIFY USE OF REQUIRED DESIGN MIX	☐	☒	ACI 318: CH 19, 26.4.3, 26.4.3, 26.4.4	1904.1, 1904.2, 19 08.3	
5. PRIOR TO CONCRETE PLACEMENT, FABRICATE, SPECIMENS FOR STRENGTH TESTS, PERFORM SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	☒	☐	ASTM C 172 ASTM C 31 ACI 318: 26.4.5, 26.12	1908.10	
6. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES.	☐	☒	ACI 318: 26.4.5	1908.6, 1908.7, 1908.8	
7. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES.	☐	☒	ACI 318: 26.4.7-26.4.9	1908.9	
8. INSPECT PRESTRESSED CONCRETE FOR: A. APPLICATION OF PRESTRESSING FORCES; AND B. GROUTING OF BONDED PRESTRESSING TENDONS	☒	☐	ACI 318: 26.9.2.1	---	
	☒	☐	ACI 318: 26.9.2.3	---	
9. VERIFY IN-SITE CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST-TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	☐	☒	ACI 318: 26.10.2	---	
10. INSPECT FORMWORK FOR SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED.	☐	☒	ACI 318: 26.10.1(b)	---	
NOTES:					
FOR S _c : 1" = 25.4 mm					
A. WHERE APPLICABLE, SEE ALSO SECTION 1705.12, SPECIAL INSPECTION FOR SEISMIC RESISTANCE.					
B. SPECIFIC REQUIREMENTS FOR SPECIAL INSPECTION SHALL BE INCLUDED IN THE RESEARCH REPORT FOR THE ANCHOR ISSUED BY AN APPROVED SOURCE IN ACCORDANCE WITH 17.8.2 IN ACI 318 OR OTHER QUALIFICATION PROCEDURES. WHERE SPECIFIC REQUIREMENTS ARE NOT PROVIDED, SPECIAL INSPECTION REQUIREMENTS SHALL BE SPECIFIED BY THE REGISTERED DESIGN PROFESSIONAL AND SHALL BE APPROVED BY THE BUILDING OFFICIAL PRIOR TO THE COMMENCEMENT OF THE WORK.					

1. SPREAD FOOTINGS SHALL BEAR ENTIRELY UPON SUITABLE NATURAL SOILS OR GRANULAR STRUCTURAL FILL EXTENDING TO SUITABLE NATURAL SOILS, AS DETERMINED BY THE GEOTECHNICAL ENGINEER OF RECORD. SEE DESIGN CRITERIA FOR SOIL BEARING INFORMATION.
2. BOTTOM OF FOOTING SHALL BE 36 INCHES BELOW LOWEST ADJACENT FINAL GRADE. SEE ESTIMATION OF REQUIRED DEPTH OF FOOTING ELEVATIONS. NOTE THAT ALL TOP OF FOOTING ELEVATIONS ARE ESTIMATED BASED ON ARCHITECTURAL AND CIVIL DRAWINGS. CONTRACTOR SHALL FIELD VERIFY ALL TOP OF FOOTING ELEVATIONS WITH EXPECTED FINISH GRADE TO ENSURE ADEQUATE FROST PROTECTION.
3. ALL WATER SHALL BE REMOVED FROM EXCAVATION PRIOR TO PLACING CONCRETE. DO NOT PLACE CONCRETE UNDER WATER OR ON FROZEN GROUND. CONTRACTOR IS RESPONSIBLE FOR PROTECTING FOOTINGS AND SURROUNDING SOILS AGAINST FROST DURING CONSTRUCTION.
4. ALL FILL AND BACKFILL SHALL BE COMPACTED ACCORDING TO THE REQUIREMENTS SET FORTH IN THE GEOTECHNICAL REPORT.
5. ANY UNUSUAL SOIL CONDITIONS (WATER, SOFT LAYERS, ROCK OUTCROPPINGS, EXISTING STRUCTURES, ETC) ENCOUNTERED DURING EXCAVATION FOR FOOTINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT, STRUCTURAL ENGINEER, AND GEOTECHNICAL ENGINEER PRIOR TO PROCEEDING.

1. ALL ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE CERTIFICATION STAMP AND SIGNATURE OF A QUALIFIED PROFESSIONAL ENGINEER WHO IS LICENSED IN THE STATE OF UTAH.
2. SHOP DRAWINGS SHALL BE SUBMITTED FOR THE FOLLOWING ITEMS: FOUNDATION WALLS.

MATERIALS UNLESS NOTED OTHERWISE:		
1.1.	NORMAL WEIGHT AGGREGATES	ASTM C 33
1.2.	FLY ASH, CLASS F POZZOLAN	ASTM C618
1.3.	REINFORCING STEEL	
1.3.1.	GENERAL	ASTM A615 GRADE 60 (60 KSI)
1.4.	DEFORMED BAR ANCHORS (DBA)	ASTM A96
1.5.	HEADED STUD ANCHORS (HSA)	ASTM A108
1.6.	ANCHOR BOLTS: SEE STANDARD FOR WOOD SECTIONS OR GENERAL NOTES	
1.7.	AD MIXTURES: AIR-ENTRAINING AD MIXTURES SHALL COMPLY WITH ASTM C 260 (WHEN USED).	
1.8.	CALCIUM CHLORIDE SHALL NOT BE ADDED TO THE CONCRETE MIX. UNREINFORCED CONCRETE SLABS ON GRADE MAY HAVE CALCIUM CHLORIDE NOT EXCEEDING 1%.	
1.9.	CEMENT COMPLYING WITH ASTM C-150 SHALL BE USED FOR ALL CONCRETE. SEE TABLE OF CONCRETE PROPERTIES FOR CEMENT TYPE.	
1.10.	NO ALUMINUM CONDUIT OR PRODUCT CONTAINING ALUMINUM OR ANY OTHER MATERIAL INJURIOUS TO CONCRETE SHALL BE EMBEDDED IN CONCRETE.	

ALL CONCRETE MATERIALS SHALL COMPLY WITH THE STANDARDS SPECIFIED IN THE LATEST EDITION OF THE ACI 318 BUILDING CODE.

2. CONCRETE COVER REQUIREMENTS:

2.1. UNFORMED SURFACES IN CONTACT WITH EARTH:	3"
2.2. FORMED SURFACES IN CONTACT WITH EARTH:	2"
2.3. CONCRETE NOT EXPOSED TO OUTSIDE WEATHER:	1-1/2"
2.4. SLABS AND WALLS NOT EXPOSED TO WEATHER:	3/4"
2.5. CLEAR DISTANCE BETWEEN BARS:	2"

3. CONSTRUCTION JOINTS:

3.1. ALL THE HORIZONTAL & VERTICAL CONSTRUCTION JOINTS SHALL HAVE A CONTINUOUS 2"x4" KEY WAY ALONG THE JOINT, UNLESS NOT OTHERWISE SPECIFIED. JOINTS IN WALLS REQUIRE WATER STOPS.

3.2. PROVIDE REINFORCING DOWELS TO MATCH THE MEMBER REINFORCING AT THE JOINT, UNLESS NOTED OTHERWISE.

3.3. SLABS-ON-GRADE SHALL HAVE CONSTRUCTION OR CONTROL JOINTS PLACED IN LENGTHS NOT TO EXCEED THREE TIMES THE SLAB THICKNESS IN ANY DIRECTION. CONSTRUCTION JOINTS WILL NOT EXCEED A DISTANCE OF 75'-0" IN ANY DIRECTION.

3.3.1. CONTROL JOINTS SHALL BE COMPLETED WITHIN 12 HOURS OF CONCRETE PLACEMENT. CONTROL JOINTS MAY BE INSTALLED BY SAW-CUTTING DEPTH OF 1/4 THE THICKNESS OF THE SLAB.

3.3.2. TOOLED JOINTS - 1/4 THE THICKNESS OF THE SLAB.

4. CONTROL JOINTS:

4.1. CONTROL JOINTS IN VISUALLY EXPOSED WALLS, U.N.O.: (JOINTS SHALL LINE UP WITH MASONRY & ARCHITECTURAL JOINTS, SEE PLANS.).

4.1.1. VERTICAL CONTROL JOINTS AT 10'-0" O.C.

4.1.2. REINFORCING SHALL BE CONTINUOUS THROUGH CONTROL & CONSTRUCTION JOINTS, UNLESS NOTED OTHERWISE.

4.1.3. CONTROL JOINTS ON CONCRETE WALLS SHALL LINE UP WITH MASONRY CONTROL JOINTS.

4.2. REINFORCEMENT & DETAILING: ALL REINFORCING INCLUDING W/WF SHALL BE DETAILED, BOLSTERED, & SUPPORTED TO COMPLY WITH ACI 315, "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCEMENT CONCRETE STRUCTURES" & CRSI RECOMMENDATIONS. REINFORCING BARS SHALL NOT BE WELDED UNLESS SPECIFICALLY SHOWN ON DRAWINGS.

4.3. ATLAS BARS MAY BE SUBSTITUTED WITH A615 BARS IF MILL CERTIFICATIONS ARE SUBMITTED SHOWING ACTUAL YIELD STRENGTH DOES NOT EXCEED SPECIFIED STRENGTH BY MORE THAN 18 KSI AND $F_u \geq 125F_y$.

4.4. ALL REINFORCING BARS SHALL CONFORM TO ASTM A-615 GRADE 60, $F_y = 60$ KSI MIN, U.N.O.

4.5. BARS SHALL BE TIED SECURE PRIOR TO PLACEMENT OF CONCRETE TO MAINTAIN PROPER PLACEMENT AFTER CONCRETE IS PLACED.

4.6. LAP BARS PER THE SCHEDULE PROVIDED BELOW.

4.7. SPICE BARS ONLY WHERE SHOWN ON THE PLANS.

4.8. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A-185, LAP FABRIC 8 INCHES MINIMUM.

4.9. ALL EMBEDMENT & DOWELS SHALL BE SECURELY TIED TO FORM WORK OR TO ADJACENT REINFORCING PRIOR TO THE PLACEMENT OF CONCRETE.

4.10. CORNERS OR OTHER SUPPORT DEVICES RECOMMENDED BY CRSI TO SUPPORT & TIE REINFORCEMENT BARS & W/WF PRIOR TO PLACING CONCRETE.

4.11. PROVIDE CORNER BARS AT INTERSECTING WALL CORNERS USING THE SAME BAR SIZE & SPACING AS THE HORIZONTAL WALL REINFORCING. CORNER BAR LAP LENGTHS SHALL CONFORM TO REINFORCING BAR LAP SPICE LENGTHS.

4.12. ALL VERTICAL REINFORCING SHALL BE DOWELED TO FOOTINGS OR THE STRUCTURE BELOW. DOWELS SHALL BE THE SAME SIZE & AT THE SAME SPACING AS THE VERTICAL WALL REINFORCING SCHEDULED FOR THE WALL ABOVE. DOWELS SHALL EXTEND INTO FOOTINGS WITH A 90° STANDARD ANGLE HOOKED TO WITHIN 4" OF THE BOTTOM OF THE FOOTING.

4.13. HORIZONTAL WALL REINFORCING SHALL TERMINATE AT THE ENDS OF WALLS, CORNERS, & OPENINGS INTO THE FAR ENDS OF THE JAMB COLUMN WITH A 90° HOOK & A 6-BAR DIAMETER EXTENSION. SPICES SHOWN OTHERWISE, SPICES IN HORIZONTAL REINFORCEMENT SHALL BE STAGGERED. SPICES IN TWO CURTAINS, SHALL NOT OCCUR IN THE SAME LOCATIONS.

4.14. UNLESS NOTED OTHERWISE, PLACE (2) - #4 BARS AROUND ALL OPENINGS 8" OR LARGER IN ANY DIRECTION, & EXTEND REINFORCING BARS A MINIMUM OF 24" BEYOND THE CORNER OF THE OPENINGS, WHERE 24" IS NOT AVAILABLE, EXTEND BARS AS FAR BEYOND THE CORNERS AS POSSIBLE. TERMINATE THEM AT A 45 DEGREE STANDARD ANGLE PRIOR TO (2) - #4 X 4'-0" DIAGONAL AT THE CORNERS OF EACH OPENING.

4.15. CONTRACTOR SHALL COORDINATE PLACEMENT OF ALL CURBS, DOWELS, SLEEVES, CONDUITS, BOLTS, & INSERTS PRIOR TO CONCRETE PLACEMENT.

5. FOUNDATION WALL REINFORCING SHALL FOLLOW SCHEDULE PROVIDED ON PLAN, STEEL TO BE PLACED IN THE CENTER OF THE WALL EXCEPT IN WALLS THICKER THAN 10" & WHERE SHOWN OTHERWISE. WHERE THE WALL THICKNESS IS LESS THAN 10" THE HURSTONS OF REINFORCING PLACED NEAR EACH FACE OF THE WALL, UNLESS OTHERWISE SHOWN ON THE STRUCTURAL DRAWINGS, SPACING SHALL NOT EXCEED THREE TIMES THE WALL THICKNESS OR 18".

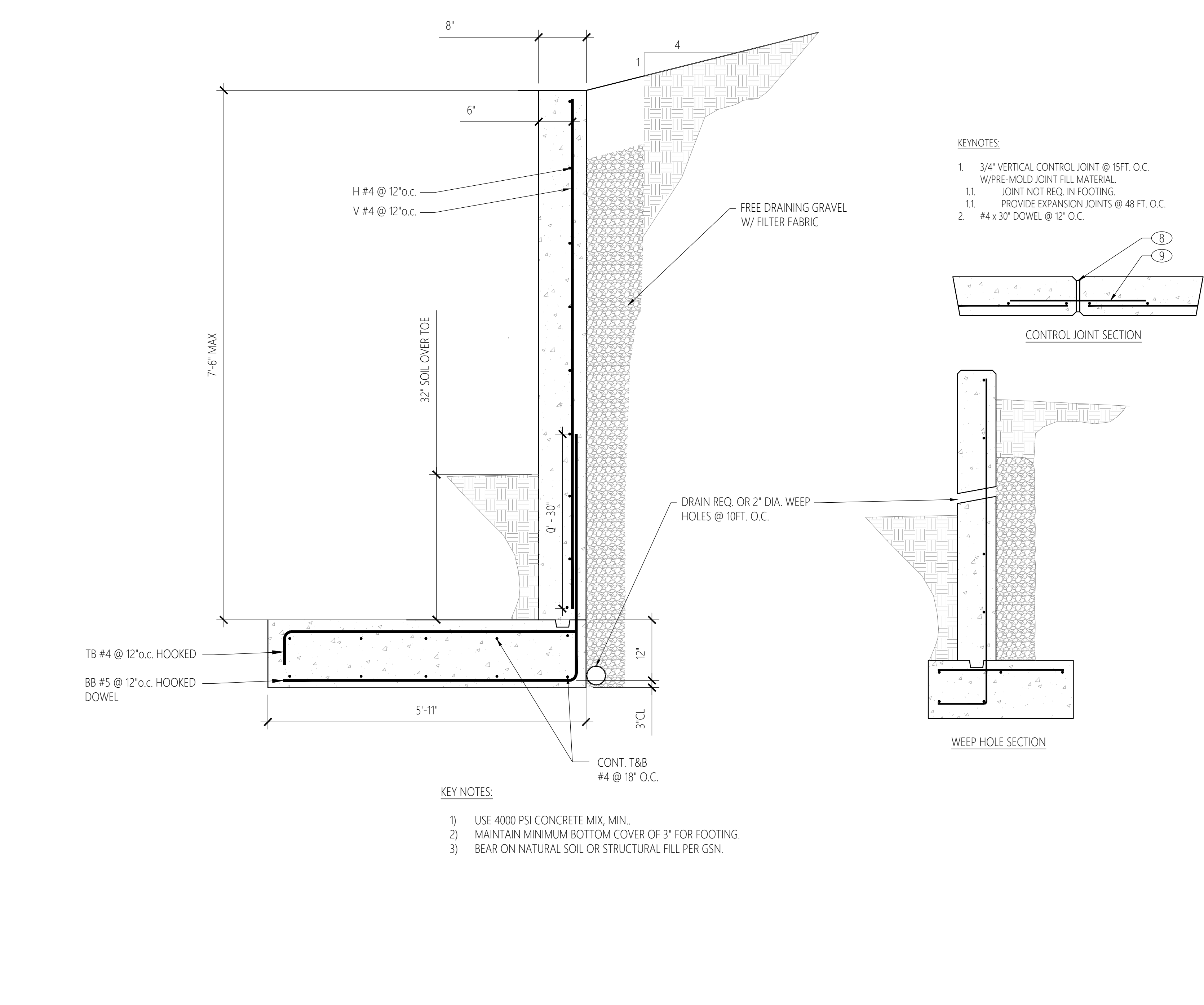
1. GOVERNING BUILDING CODE: IBC 2021
 - 1.1. RISK CATEGORY I
2. WIND DESIGN:
 - 2.1. WIND EXPOSURE: C
 - 2.2. BASIC WIND SPEED: 115 MPH 3 SECOND GUST
 - 2.3. 27 PSF PRESSURE
3. RETAINING WALL DESIGN:
 - 3.1. SOIL REPORT: NOT AVAILABLE
 - 3.1. SOIL BEARING PRESSURE: 1500 PSF (CODE MIN.)
 - 3.2. FROST DEPTH: 36IN.
 - 3.3. NON-FROST CONDITIONS: 15IN.
 - 3.4. TRUCK SURCHARGE: 400 PSF
 - 3.5. LATERAL EARTH PRESSURE
 - 3.5.1. ACTIVE: 45 PCF
 - 3.5.2. AT-REST: 55 PCF
 - 3.5.3. PASSIVE: 250 PCF

- THE GENERAL STRUCTURAL NOTES ARE INTENDED TO COMPLEMENT THE PROJECT SPECIFICATIONS WHICH ARE PART OF THE CONSTRUCTION DOCUMENTS. SPECIFIC NOTES AND DETAILS ON THE DRAWINGS SHALL COVER OVER THE GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS.
- THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DISCREPANCIES OR OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS SHALL BE RESOLVED BEFORE PROCEEDING WITH ANY CONSTRUCTION. IN THE CASE OF CONFLICT, FOLLOW THE MOST STRINGENT REQUIREMENT AS DIRECTED BY THE DESIGNER WITHOUT ADDITIONAL COST TO THE OWNER.
- THE ARCHITECT DRAWINGS ARE THE PRIME DRAWINGS. THE STRUCTURAL DRAWINGS ARE SUPPLEMENTARY TO AND MUST BE USED IN CONJUNCTION WITH THE ARCHITECTURAL DRAWINGS. THE CONTRACTOR SHALL ADVISE ARCHITECT IMMEDIATELY IN WRITING FOR POTENTIAL DISCREPANCIES, OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS SHALL BE RESOLVED BEFORE PROCEEDING WITH ANY CONSTRUCTION. IN THE CASE OF CONFLICT, FOLLOW THE MOST STRINGENT REQUIREMENT AS DIRECTED BY THE DESIGNER WITHOUT ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR SHALL COORDINATE WITH ALL TRADES AND ALL TRADE ELEMENTS BEING INTEGRATED INTO STRUCTURAL SYSTEM. ANY ALTERATIONS TO THE STRUCTURAL SYSTEM DUE TO TRADE WORK SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND SHALL BE COORDINATED WITH THE ARCHITECT/ENGINEER.
- DRAWINGS AND DETAILS HAVE BEEN PREPARED WITH THE INTENT TO VISUALLY REPRESENT INFORMATION PROVIDED IN SCALED FORM, HOWEVER CONTRACTOR/SUPPLIERS SHOULD NOT SCALE PLANS OR DETAILS FOR CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE AND VERIFY ALL DIMENSIONS AND ELEVATIONS SHOWN ON THE STRUCTURAL DRAWINGS AND ARCHITECTURAL DRAWINGS WITH SITE CONDITIONS. THE ARCHITECT AND ENGINEER SHOULD BE INFORMED OF ANY DISCREPANCIES IF THEY OCCUR.
- THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE ARCHITECT FOR ARCHITECT AND/OR ENGINEER APPROVAL BEFORE PROCEEDING WITH AND SUBSTITUTIONS, MODIFICATIONS, OR CHANGES. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY DISCREPANCIES, OMISSIONS OR CONFLICTS. THE CONTRACTOR IS RESPONSIBLE FOR THE MEANS, METHODS, AND SEQUENCING OF ALL CONSTRUCTION, INCLUDING CONSTRUCTION OF ALL STRUCTURAL ELEMENTS.
- THE CONTRACTOR MUST PROVIDE ADEQUATE TEMPORARY SHORING AND BRACING FOR ALL STRUCTURAL ELEMENTS UNTIL THE COMPLETION OF THE STRUCTURAL SYSTEM NEEDING SUCH TEMPORARY SUPPORT.
- OBSERVATION VISITS TO THE SITE BY ARCHITECT'S/ENGINEER'S REPRESENTATIVES SHALL NOT BE CONSIDERED AN INSPECTION NOR CONSIDERED AS AN APPROVAL OF CONSTRUCTION.
- THE CONTRACTOR SHALL COORDINATE ALL REQUIRED INSPECTIONS AND SHALL NOT PROCEED WITH THE WORK INVOLVED UNTIL THE INSPECTIONS HAVE BEEN COMPLETED AND THE WORK APPROVED BY THE INSPECTING AGENCY.
- THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION SITE SAFETY IN AND AROUND THE JOB SITE, INCLUDING ADJACENT PROPERTIES. REGARDLESS OF INDICATIONS IN THESE DOCUMENTS, FOLLOW PRESCRIBED REQUIREMENTS BY OSHA OR OTHER REGULATORY AGENCIES.

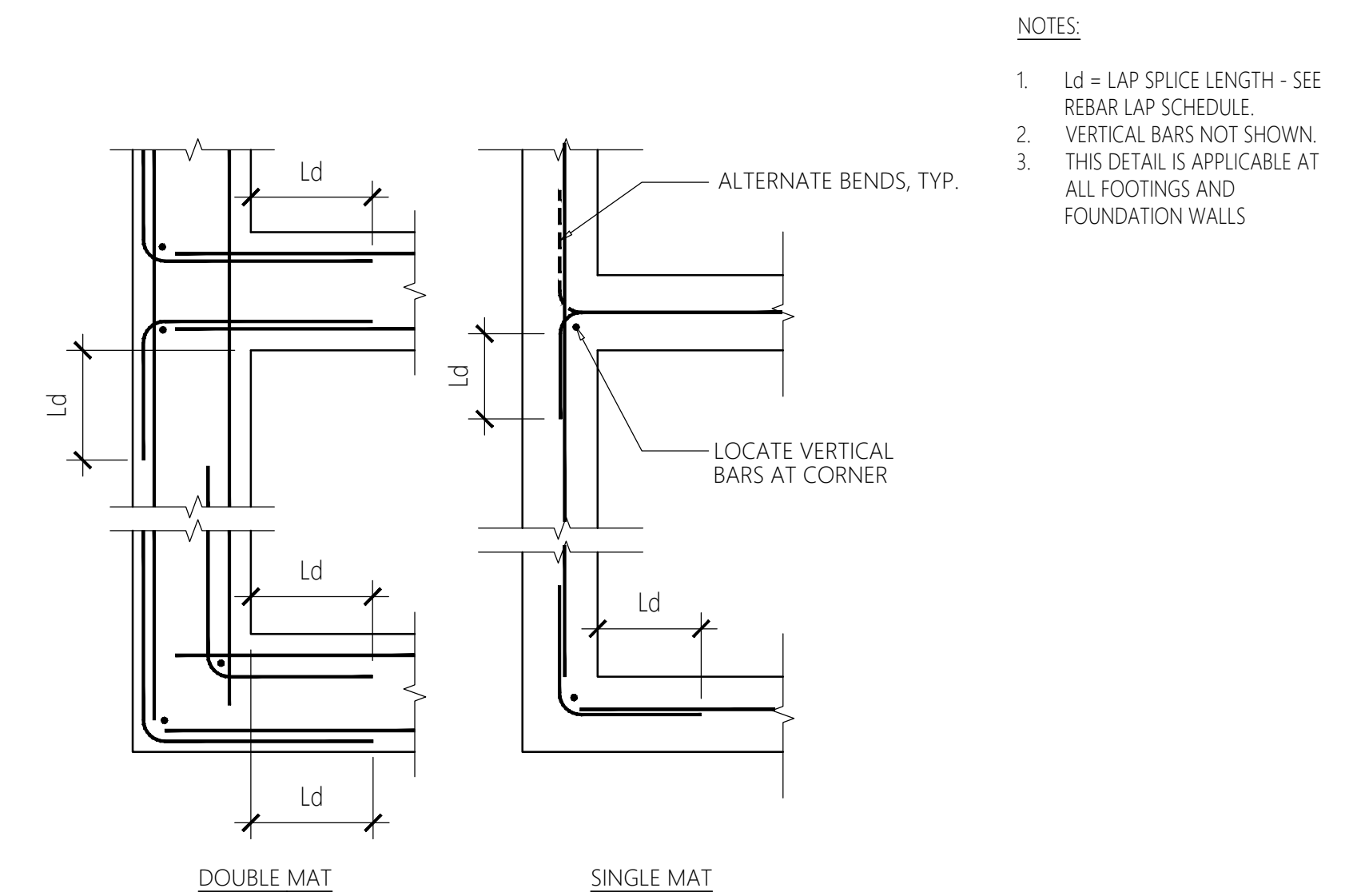
SCALE: NO SCALE

SHEET NUMBER	SHEET TITLE
S0.1	GENERAL STRUCTURAL NOTES
S3.1	FOUNDATION DETAILS

THESE DRAWINGS WERE PREPARED BY MISSION STRUCTURAL, INC. FOR THE EXCLUSIVE USE OF THE CLIENT. NO PART OF THESE DRAWINGS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF MISSION STRUCTURAL, INC. THE CLIENT ASSUMES ALL LIABILITY FOR THE ACCURACY AND COMPLETENESS OF THESE DRAWINGS. MISSION STRUCTURAL, INC. IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE FIELD AND PROVIDING IT TO MISSION STRUCTURAL, INC. IN A TIMELY MANNER. MISSION STRUCTURAL, INC. SHALL NOT BE RESPONSIBLE FOR ANY CHANGES TO THESE DRAWINGS MADE BY THE CLIENT OR ANY OTHER PARTY. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE FIELD AND PROVIDING IT TO MISSION STRUCTURAL, INC. IN A TIMELY MANNER. MISSION STRUCTURAL, INC. SHALL NOT BE RESPONSIBLE FOR ANY CHANGES TO THESE DRAWINGS MADE BY THE CLIENT OR ANY OTHER PARTY.



4 S3.1 ECCENTRIC SITE RETAINING WALL - 7.5 FT MAX RETAINING

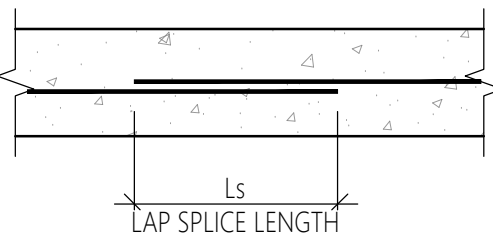


1 S3.1 TYPICAL INTERSECTIONS OF WALLS AND FOOTINGS

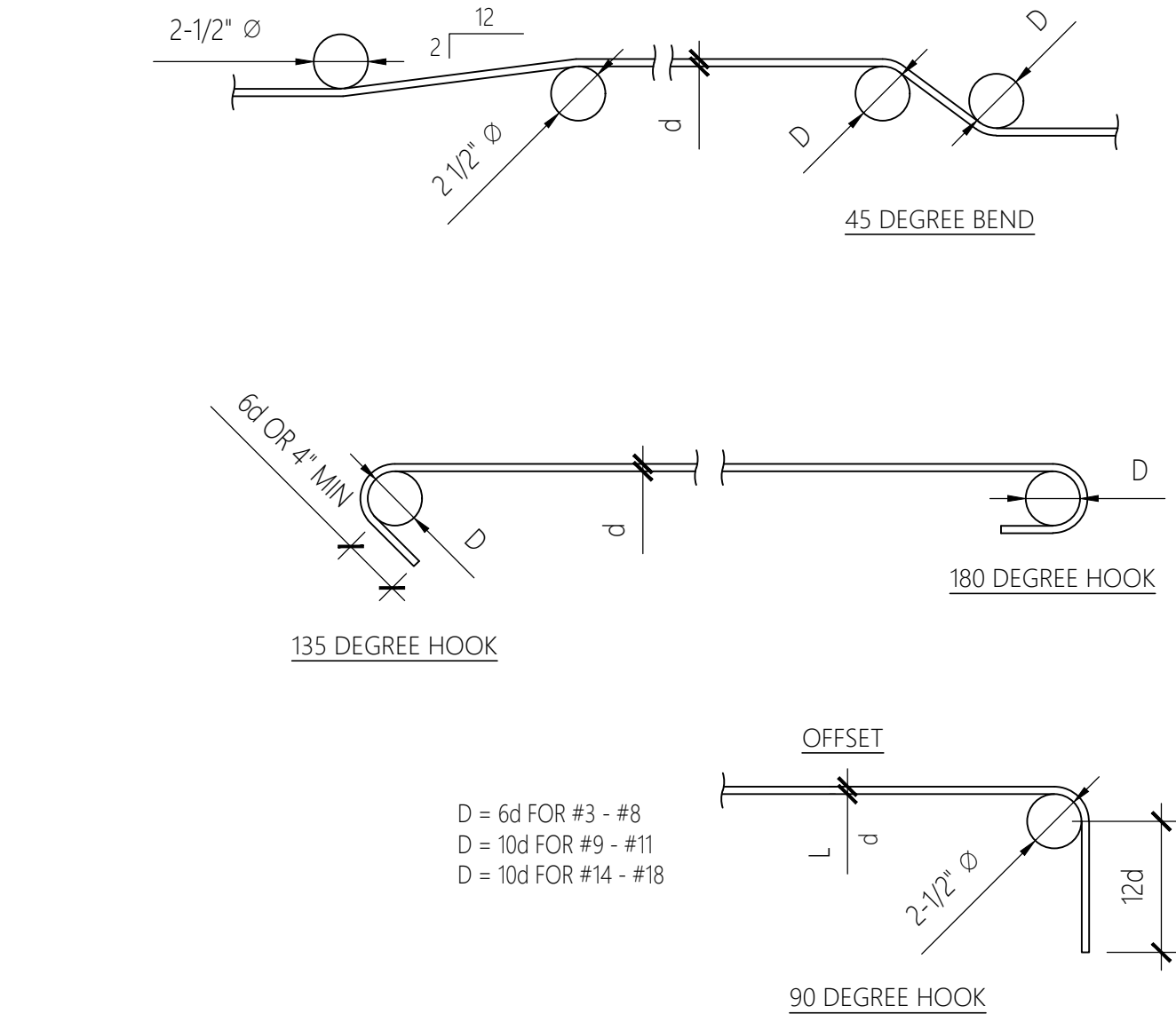
NOTES:

1. TABULATED VALUES ARE BASED ON A MIN. YIELD STRENGTH OF 60,000 PSI AND NORMAL-WEIGHT CONCRETE. LENGTHS ARE IN INCHES.
2. TENSIONS DEVELOPMENT LENGTHS AND TENSION LAP SPLICE LENGTHS ARE CALCULATED PER ACI.
3. CLASS "A" SPLICES SHALL BE USED WHEN 50% OR LESS OF BARS SPLICED WITHIN THE SAME LAP.
4. CLASS "B" SPLICES SHALL BE USED FOR ALL ELSE, INCLUDING COLUMN BEAMS AND SLABS.
5. TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12" OF CONCRETE CAST BELOW THE BARS.
6. FOR GRADE 75 REINFORCING BARS, MULTIPLY THE TABULATED VALUES BY 1.25. FOR GRADE 80 REINFORCING BARS, MULTIPLY THE TABULATED VALUES BY 1.33.
7. FOR LIGHTWEIGHT CONCRETE, DIVIDE THE TABULATED VALUES BY 0.75.

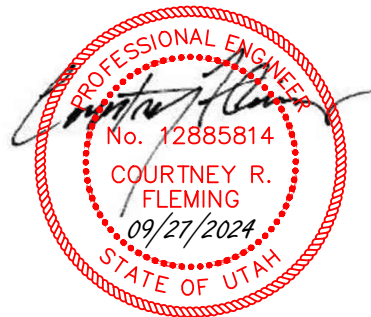
BAR SIZES	LAP CLASS	CONCRETE COVER = 2.00"				CONCRETE COVER = 3.00"			
		3000 PSI		4000 PSI		3000 PSI		4000 PSI	
		TOP	OTHER	TOP	OTHER	TOP	OTHER	TOP	OTHER
#3	A	13	12	12	12	13	12	12	12
	B	17	13	15	12	17	13	15	12
#4	A	17	13	15	12	17	13	15	12
	B	23	17	20	15	23	17	20	15
#5	A	22	17	19	15	22	17	19	15
	B	28	22	24	19	28	22	24	19
#6	A	26	20	22	17	26	20	22	17
	B	34	26	29	22	34	26	29	22
#7	A	38	29	33	25	38	29	33	25
	B	49	38	42	33	49	38	42	33
#8	A	43	33	37	29	43	33	37	29
	B	56	43	48	37	56	43	48	37
#9	A	53	41	46	36	48	37	42	32
	B	69	53	60	46	63	48	55	42
#10	A	66	51	57	44	55	42	47	36
	B	85	66	74	57	71	55	61	47
#11	A	79	61	68	53	61	47	52	40
	B	102	79	89	68	79	61	68	52



2 S3.1 TENSION DEVELOPMENT AND LAP SPLICE LENGTHS FOR BARS IN WALLS SLABS AND FOOTING



3 S3.1 TYPICAL BAR BENDS, HOOKS, AND OFFSETS



PROJECT

GILBERT
SITE RETAINING
WALL
501 park ave.
PARK CITY, UTAH

ISSUE STATUS

PERMIT SET

ISSUE DATE

09.27.2024

SHEET REVISIONS		
NO.	DATE	DESCRIPTION

SHEET TITLE
FOUNDATION
DETAILS

SHEET NUMBER

S3.1
SCALE: NO SCALE

