



**PLANNING DEPARTMENT ADMINISTRATIVE PUBLIC HEARING
SUMMIT COUNTY, UTAH
November 21, 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. **1300 Snow Creek Drive – Modification to Administrative Conditional Use Permit –**
The Applicant is Proposing a Modification to the 2008 Administrative Conditional Use Permit for Outdoor Dining for Wasatch Bread and Bagel in the Snow Creek Master Planned Development and Recreation Commercial Overlay and Residential Development - Medium Density Zoning District. PL-24-06217
(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: 1300 Snow Creek Drive
Application: PL-24-06217
Authors: Virgil Lund, Planner II
Jaron Ehlers, Planner I
Date: November 21, 2024
Type of Item: Modification to Administrative Conditional Use Permit

Recommendation

(I) Review the proposed modification to an Administrative Conditional Use Permit (ACUP) to expand the Outdoor Dining area of the Snow Creek Shopping Center at Wasatch Bagel and Grill, (II) conduct a public hearing, and (III) consider approving the modification based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Final Action Letter (Exhibit A).

Description

Applicant: Kreg VanStralen
Bruce Taylor, Applicant Representative

Location: 1300 Snow Creek Drive

Zoning District: Residential Development – Medium Density
Regional Commercial Overlay

Adjacent Land Uses: Commercial and Open Space

Reason for Review: Outdoor Dining in the Residential Development – Medium Density Zoning District Requires an Administrative Conditional Use Permit¹

ACUP	Administrative Conditional Use Permit
DABS	Utah Department of Alcoholic Beverage Services
LMC	Land Management Code
MPD	Master Planned Development
RCO	Regional Commercial Overlay
RDM	Residential Development – Medium Density

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

Summary

The Applicant proposes to modify the 2008 ACUP to expand the Outdoor Dining at

¹ LMC [§ 15-2.14-2\(B\)](#)

Wasatch Bagel and Grill (Wasatch Bagel) by adding 10 tables to expand the seating capacity to 40. Wasatch Bagel is in the Snow Creek Master Planned Development (MPD) within the Residential Development – Medium Density (RDM) Zoning District and Regional Commercial Overlay (RCO). It is located on the Lot Line between Lots 3 and 4 of the Snow Creek Crossing Subdivision.

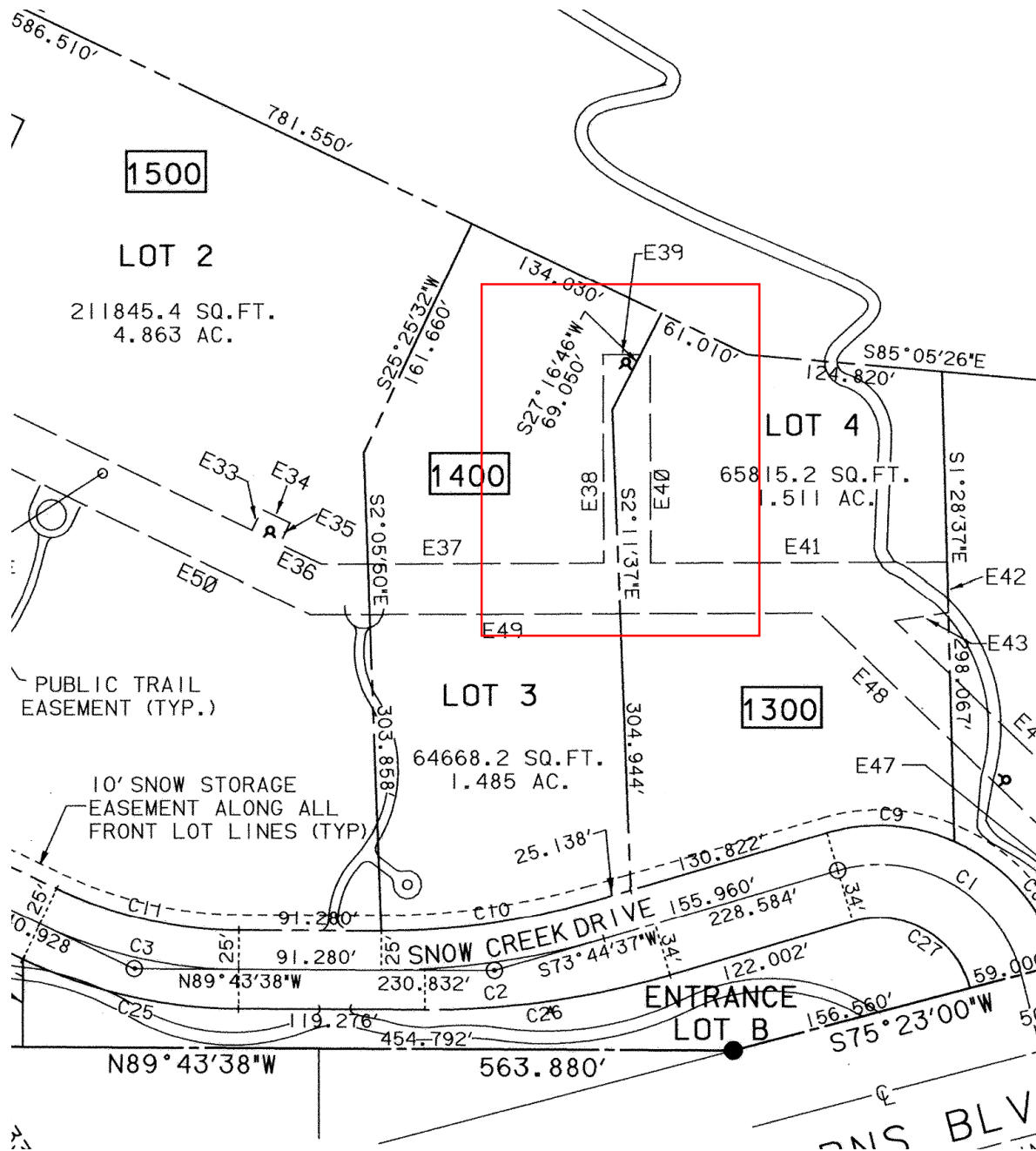


Figure 1: Location of proposed project overlayed on existing Snow Creek Subdivision (Exhibit G).

A 2008 ACUP for Wasatch Bagel approved Outdoor Dining with a patio and trellis structure for four tables. The Applicant proposes to re-construct the trellis structure and expand the patio area for Outdoor Dining to accommodate three tables, as well as

The site plan for the Wasatch Bagel & Grill shows a complex outdoor dining area. Key features include:

- Structural Elements:** A large concrete pad extension with a new access point, a covered dining area with a roof structure, and a boardform concrete seating wall.
- Dining Areas:** Multiple outdoor dining areas with tables and chairs, including a seasonal enclosure and a relocated yard inlet.
- Plantings:** Various plantings including ornamental grasses, shrubs, and trees, with specific notes on hardwood mulch and decomposed granite.
- Other Features:** A fire pit, a relocated yard inlet, a relocated tree, and a relocated tree.
- Dimensions and Elevation:** The plan includes numerous dimensions (e.g., 6803, 6804, 6802, 6801, 6800, 6799, 6798, 6797, 6796, 6795, 6794, 6793, 6792, 6791, 6790, 6789, 6788, 6787, 6786, 6785, 6784, 6783, 6782, 6781, 6780, 6779, 6778, 6777, 6776, 6775, 6774, 6773, 6772, 6771, 6770, 6769, 6768, 6767, 6766, 6765, 6764, 6763, 6762, 6761, 6760, 6759, 6758, 6757, 6756, 6755, 6754, 6753, 6752, 6751, 6750, 6749, 6748, 6747, 6746, 6745, 6744, 6743, 6742, 6741, 6740, 6739, 6738, 6737, 6736, 6735, 6734, 6733, 6732, 6731, 6730, 6729, 6728, 6727, 6726, 6725, 6724, 6723, 6722, 6721, 6720, 6719, 6718, 6717, 6716, 6715, 6714, 6713, 6712, 6711, 6710, 6709, 6708, 6707, 6706, 6705, 6704, 6703, 6702, 6701, 6700, 6699, 6698, 6697, 6696, 6695, 6694, 6693, 6692, 6691, 6690, 6689, 6688, 6687, 6686, 6685, 6684, 6683, 6682, 6681, 6680, 6679, 6678, 6677, 6676, 6675, 6674, 6673, 6672, 6671, 6670, 6669, 6668, 6667, 6666, 6665, 6664, 6663, 6662, 6661, 6660, 6659, 6658, 6657, 6656, 6655, 6654, 6653, 6652, 6651, 6650, 6649, 6648, 6647, 6646, 6645, 6644, 6643, 6642, 6641, 6640, 6639, 6638, 6637, 6636, 6635, 6634, 6633, 6632, 6631, 6630, 6629, 6628, 6627, 6626, 6625, 6624, 6623, 6622, 6621, 6620, 6619, 6618, 6617, 6616, 6615, 6614, 6613, 6612, 6611, 6610, 6609, 6608, 6607, 6606, 6605, 6604, 6603, 6602, 6601, 6600, 6599, 6598, 6597, 6596, 6595, 6594, 6593, 6592, 6591, 6590, 6589, 6588, 6587, 6586, 6585, 6584, 6583, 6582, 6581, 6580, 6579, 6578, 6577, 6576, 6575, 6574, 6573, 6572, 6571, 6570, 6569, 6568, 6567, 6566, 6565, 6564, 6563, 6562, 6561, 6560, 6559, 6558, 6557, 6556, 6555, 6554, 6553, 6552, 6551, 6550, 6549, 6548, 6547, 6546, 6545, 6544, 6543, 6542, 6541, 6540, 6539, 6538, 6537, 6536, 6535, 6534, 6533, 6532, 6531, 6530, 6529, 6528, 6527, 6526, 6525, 6524, 6523, 6522, 6521, 6520, 6519, 6518, 6517, 6516, 6515, 6514, 6513, 6512, 6511, 6510, 6509, 6508, 6507, 6506, 6505, 6504, 6503, 6502, 6501, 6500, 6499, 6498, 6497, 6496, 6495, 6494, 6493, 6492, 6491, 6490, 6489, 6488, 6487, 6486, 6485, 6484, 6483, 6482, 6481, 6480, 6479, 6478, 6477, 6476, 6475, 6474, 6473, 6472, 6471, 6470, 6469, 6468, 6467, 6466, 6465, 6464, 6463, 6462, 6461, 6460, 6459, 6458, 6457, 6456, 6455, 6454, 6453, 6452, 6451, 6450, 6449, 6448, 6447, 6446, 6445, 6444, 6443, 6442, 6441, 6440, 6439, 6438, 6437, 6436, 6435, 6434, 6433, 6432, 6431, 6430, 6429, 6428, 6427, 6426, 6425, 6424, 6423, 6422, 6421, 6420, 6419, 6418, 6417, 6416, 6415, 6414, 6413, 6412, 6411, 6410, 6409, 6408, 6407, 6406, 6405, 6404, 6403, 6402, 6401, 6400, 6399, 6398, 6397, 6396, 6395, 6394, 6393, 6392, 6391, 6390, 6389, 6388, 6387, 6386, 6385, 6384, 6383, 6382, 6381, 6380, 6379, 6378, 6377, 6376, 6375, 6374, 6373, 6372, 6371, 6370, 6369, 6368, 6367, 6366, 6365, 6364, 6363, 6362, 6361, 6360, 6359, 6358, 6357, 6356, 6355, 6354, 6353, 6352, 6351, 6350, 6349, 6348, 6347, 6346, 6345, 6344, 6343, 6342, 6341, 6340, 6339, 6338, 6337, 6336, 6335, 6334, 6333, 6332, 6331, 6330, 6329, 6328, 6327, 6326, 6325, 6324, 6323, 6322, 6321, 6320, 6319, 6318, 6317, 6316, 6315, 6314, 6313, 6312, 6311, 6310, 6309, 6308, 6307, 6306, 6305, 6304, 6303, 6302, 6301, 6300, 6299, 6298, 6297, 6296, 6295, 6294, 6293, 6292, 6291, 6290, 6289, 6288, 6287, 6286, 6285, 6284, 6283, 6282, 6281, 6280, 6279, 6278, 6277, 6276, 6275, 6274, 6273, 6272, 6271, 6270, 6269, 6268, 6267, 6266, 6265, 6264, 6263, 6262, 6261, 6260, 6259, 6258, 6257, 6256, 6255, 6254, 6253, 6252, 6251, 6250, 6249, 6248, 6247, 6246, 6245, 6244, 6243, 6242, 6241, 6240, 6239, 6238, 6237, 6236, 6235, 6234, 6233, 6232, 6231, 6230, 6229, 6228, 6227, 6226, 6225, 6224, 6223, 6222, 6221, 6220, 6219, 6218, 6217, 6216, 6215, 6214, 6213, 6212, 6211, 6210, 6209, 6208, 6207, 6206, 6205, 6204, 6203, 6202, 6201, 6200, 6199, 6198, 6197, 6196, 6195, 6194, 6193, 6192, 6191, 6190, 6189, 6188, 6187, 6186, 6185, 6184, 6183, 6182, 6181, 6180, 6179, 6178, 6177, 6176, 6175, 6174, 6173, 6172, 6171, 6170, 6169, 6168, 6167, 6166, 6165, 6164, 6163, 6162, 6161, 6160, 615

Background

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(Exhibit B). Condition of Approval 3 established that the tables are not for exclusive use by Wasatch Bagel and instead are available to all patrons of the Snow Creek development. The image below shows the approved site plan with four tables:

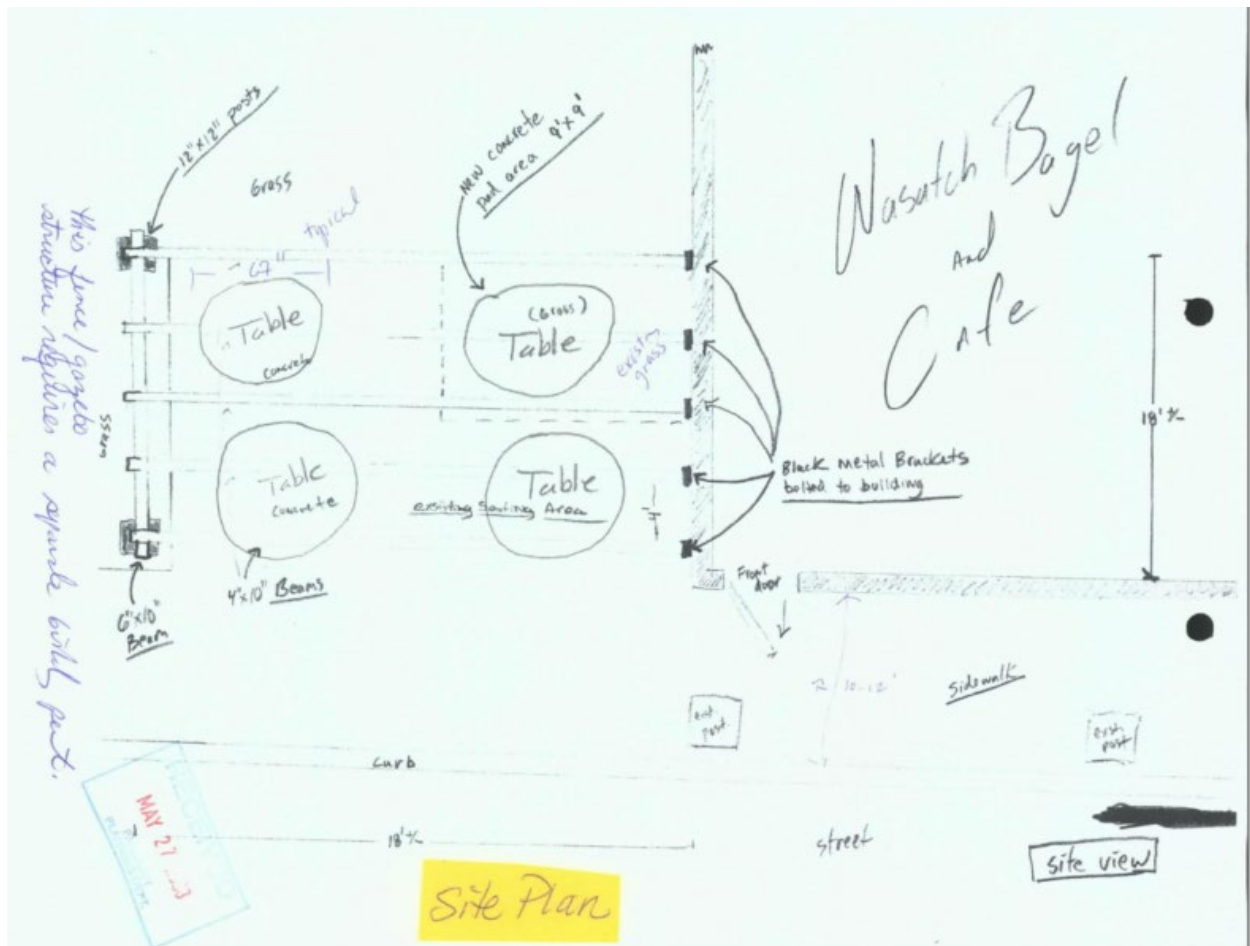


Figure 3: 2008 ACUP approved outdoor dining site plan.

Finding of Fact 8 states that "The outdoor dining tables will be round and wood with umbrellas and matching chairs."



Figure 4: Area approved for Outdoor Dining.

While the 2008 ACUP was for only four tables, the existing patio currently includes six metal tables, as shown in Figure 4.

On July 29, 2024, the Applicant submitted an application (PL-24-06217) to modify the 2008 ACUP to expand the existing Outdoor Dining patio and trellis from approximately 560 square feet to 2,404 square feet with a total of 10 metal tables. Each tabletop has a surface that is 45 inches round, and benches for seating extend the radius to 76.5 inches. The tables will have a combined maximum seating capacity of 40.

On November 7, 2024, the Planning Department held a public hearing and continued the item to November 21, 2024 ([Packet Item 1.B.](#)).

Analysis

(I) The proposal to expand Outdoor Dining for Wasatch Bagel meets the standards of the Regional Commercial Overlay in Land Management Code Chapter 15-2.17.

LMC [§ 15-2.17-2\(B\)\(30\)](#) establishes that Outdoor Dining is subject to an ACUP in the RCO. LMC [§ 15-2.17-8\(B\)\(1\)](#) sets additional Criteria for Outdoor Dining. See Analysis Section V for review of these criteria.

LMC [§ 15-2.17-9](#) requires the protection of Significant Vegetation. To ensure compliance, staff recommends Condition of Approval 6 which requires that any removal of Significant Vegetation must be approved by the Forestry Board and that Significant Vegetation must be replaced in kind on the site in a form and location approved by the Forestry Board.

(II) The proposal to expand Outdoor Dining for Wasatch Bagel meets the standards of the Residential Development – Medium Density Zoning District in Land Management Code Chapter 15-2.14.

LMC [§ 15-2.14-2\(B\)\(25\)](#) establishes that Outdoor Dining is subject to an ACUP. The proposed project straddles Lots 2 and 4 in the Snow Creek MPD. The project is allowed to cross these Lot Lines because the Lots are under the same ownership and the area is treated as common ownership with an agreement in place for the expansion of Outdoor Dining (Exhibit H).

LMC [§ 15-2.14-3\(E\)](#) requires a minimum Rear Setback of ten feet. The closest Property Line for a Lot under separate ownership to the proposed Outdoor Dining area is the Rear Lot Line, at least 135 feet to the north. The proposal complies with all Front and Side Setbacks.

LMC [§ 15-2.14-10](#) requires the protection of Significant Vegetation. Refer to Condition of Approval 6 in the Draft Final Action Letter (Exhibit A) for compliance with this criteria. Three Evergreens and two Aspens will be removed as part of construction. Suitable replacement vegetation must be planted somewhere on the Snow Creek site with approval of the Forestry Board.

(III) The proposal to expand the Outdoor Dining for Wasatch Bagel meets the standards of the Snow Creek Master Development Agreement.

Condition of Approval 5 of the Snow Creek MPD (Exhibit E) states that “Outdoor dining may be considered by the Planning Commission as a conditional use.” However, in 2000, the City Council enacted Ordinance [00-51](#) approving a comprehensive rewrite of the LMC. As part of that overhaul, the ACUP process was established and the RDM Zoning District and RCO were amended so that Outdoor Dining requires an ACUP with staff review rather than a CUP with Commission review.

All Outdoor Dining permits in the Snow Creek MPD were issued after 2000 and were subject to staff-level review and approval of an ACUP, including Wasatch Bagel.

Aside from Wasatch Bagel, the other ACUPs for Outdoor Dining that have been issued in the Snow Creek MPD are:

- PL-08-00407: On July 9, 2008, the Planning Department approved an ACUP for Outdoor Dining at Flippin’ Burgers (Exhibit I).

- PL-13-01909: On June 13, 2013, the Planning Department approved an ACUP for Outdoor Dining for Miners Grill (Exhibit J).

(IV) The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in Land Management Code § 15-1-10(E).

LMC [§ 15-1-10 states](#) 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 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. The 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.

CUP Review Criteria	Analysis of Proposal
Size and location of the Site	Complies: The proposed Outdoor Dining is in an appropriate location between the restaurant and 1400 Snow Creek. The Outdoor Dining is situated to provide additional outdoor seating for users of Snow Creek Shopping Center.
Traffic capacity	Complies: A Traffic Impact Study (TIS) is required for Sit-Down Restaurants 2,500 Square Feet or greater. The proposal does not require a TIS as the expanded patio area is 1,844 square feet(TIS Guidelines Document). The Outdoor Dining area will be open to patrons of the Snow Creek Shopping Center, as contemplated in the lease agreement (Exhibit H). Because the project serves the entire development and is not limited to customers of Wasatch Bagel, it will result in a minimal overall increase in traffic.
Utility capacity	Complies: The Water Department drafted an easement allowing access to the underground waterline at any time for maintenance or emergencies. The easement must be recorded prior to building permit

	issuance.
Emergency vehicle access	Complies: On August 20, 2024, the Park City Fire District reviewed the proposal and confirmed it complies with their requirements.
Off-street parking	Complies: See Analysis Section VI for review
Internal vehicular and pedestrian circulation system	Complies: The proposal will not affect the internal vehicular or pedestrian circulation system. The proposal provides additional seating for users of Snow Creek Shopping Center near existing sidewalks. Condition of Approval 8 prohibits this seating from obstructing pedestrian circulation.
Fencing, screening, and landscaping	Complies: The proposed Outdoor Dining will be screened on the north by existing vegetation. The Applicant has not finalized proposed landscaping for the project area. Staff recommends Condition of Approval 2 requiring the Applicant to submit a final landscape plan prior to Building Permit issuance. See Analysis Section III for analysis of Significant Vegetation.
Structure Mass, bulk, and orientation	Complies: The proposed Outdoor Dining is in an appropriate location between the restaurant and 1400 Snow Creek Drive. The Outdoor Dining area is situated to provide additional seating for users of Snow Creek Shopping Center. The seating area is oriented toward an existing sidewalk.
Useable open space	Complies: The proposed Outdoor Dining area does not diminish required Open Space for the Snow Creek MPD and will create additional usable Open Space for users of Snow Creek Shopping Center. The following is an image of the approved MPD Landscaping Plan (Exhibit K), It shows the area between 1300 Snow Creek Drive and 1400 Snow Creek Drive as paved with minimal landscaping, similar to existing walkways fronting these Buildings. As such, the area of the proposed Outdoor Dining expansion is not included in Open Space calculations for the Site.

	
Signs and lighting	Complies: No signs or outdoor lighting are proposed or approved with this Application. See Condition of Approval 3.
Physical design and compatibility with surrounding structures	Complies: The proposed Outdoor Dining area is in an appropriate location for pedestrians and will not affect the existing pedestrian circulation system at Snow Creek Shopping Center. Condition of Approval 8 requires the tables to be round steel picnic tables with a thermoplastic coating. This will modify Finding of Fact 8 of the 2008 ACUP. The proposed Trellis is a rebuild and reconstruction of the previously existing structure, allowed by COA 4 of the 2008 ACUP, and is made from timber columns, glulam beams and purlins, and knotty pine soffit. Condition of Approval 12: DABS regulations require a barrier to be placed around the Concrete Pad in order for alcohol to be served. The Applicant intends to use planters to fulfil this requirement, thus avoiding the need to modify COA 4 of the 2008 ACUP. DABS does require a gate to enclose the concrete pad, but that gate shall not be locked or be used to restrict access to anyone in the development. The dog play area will be enclosed by a seasonal and removable metal fence. As the fence does not prevent access and use of the Outdoor Dining area

	by human patrons of the Snow Creek development, it does not violate COA 4 of the 2008 ACUP. There will be a board-formed concrete seating wall at the south end of the courtyard. There will be a keystone block wall, located at the north end of the Outdoor Dining area. That wall will not exceed 1.7 feet in height. that the north end of the Outdoor Dining area adjacent to the keystone block wall will not be raised above the rest of the Outdoor Dining area. The re-constructed dining area and trellis will be on a concrete pad. The expanded outdoor dining area will be on decomposed granite. A new entrance will be added to the existing building to allow direct access to the concrete pad.
Noise, vibration, odors, steam, or other mechanical structures	Complies: Condition of Approval 4 requires adherence to the Noise Ordinance outlined in Park City Municipal Code (PCMC) Chapter 6-3, which establishes that noise shall not exceed 65 Decibels from 6 AM to 10 PM. From 10 PM to 6 AM, 60 Decibels shall not be exceeded.. Condition of Approval 10 requires that the fire pit be operated according to the manufacturer's instructions and the listed distances to combustibles maintained. Condition of Approval 14 establishes that no other Mechanical Equipment except what is approved on the plans (Exhibit C) and referenced in the Final Action Letter (Exhibit A) is allowed under this modified ACUP.
Control of delivery and service vehicles; loading and unloading; screening of trash and recycling pickup areas	Complies: The proposed outdoor dining area will not affect any loading or unloading zones. There are trash and recycling containers both inside Wasatch Bagel and on the existing Patio. Another trash and recycling bin will be added as part of this proposal (Exhibit F). The Delivery Zone is obstructed as there is unauthorized parking in the roundabout on the west of the site. Condition of Approval 15

	requires that the unauthorized parking cease prior to the closure of the Building Permit.
Expected ownership	Complies: The owner of Wasatch Bagel, Kreg VanStralen, signed the Application. The Applicant provided a Lease Agreement signed by the Property Manager of Snow Creek Shopping Center approving the proposed plans (Exhibit H).
Environmentally Sensitive Lands, Physical Hazards, Historic Mining Waste, Park City Soils Ordinance, or Steep Slopes	Complies: The proposed Outdoor Dining is not on or near Steep Slopes, Physical Mine Hazards, or Mine Waste, and is outside of the Park City Soils Ordinance Boundary.
General Plan Consistency	Complies: Snow Creek Shopping Center is within the Bonanza Park neighborhood of the General Plan. Goal 3.1 of the General Plan encourages mixed-use neighborhoods and opportunities for pedestrian-oriented development. The proposed Outdoor Dining area will provide Snow Creek guests with additional seating and does not expand on-site parking requirements.

(V) The proposal complies 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:²

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 owner of Wasatch Bagel, Kreg VanStralen, signed the Application. The Applicant provided a Lease Agreement signed by the owner of Snow Creek Shopping Center approving the proposed plans.
The proposed seating Area does not impede pedestrian circulation	Complies: The proposed Outdoor Dining area is in an appropriate location between the restaurant and 1400 Snow Creek. The dining area is situated to provide additional seating for users of Snow Creek Shopping Center.

² LMC [§ 15-4-21\(B\)\(1\)](#)

The proposed seating Area does not impede emergency Access or circulation	Complies: On August 20, 2024, the Park City Fire District reviewed the proposal and confirmed it complies with their requirements.
The proposed furniture is Compatible with the Streetscape.	Complies: The proposed outdoor furniture includes round steel picnic tables with a thermoplastic coating, similar to existing furniture.
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 MCPC Chapter 6-3 which establishes that noise shall not exceed 65 Decibels from 6 AM to 10 PM. From 10 PM to 6 AM, 60 Decibels shall not be exceeded.
No Use after 10:00 p.m.	Complies: See Condition of Approval 5.
Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand	Complies: Wasatch Bagel has an indoor seating capacity of 38 people, with six outdoor tables that seat four people each, for a total seating capacity of 62 people. The Applicant proposes to increase the outdoor seating capacity with four more tables for a total seated capacity of 80 people. Outdoor seating is not for exclusive use of Wasatch Bagel and its patrons. See Analysis Section VI for additional review.

(VI) The proposal to expand the Outdoor Dining for Wasatch Bagel meets the standards of the Off-Street Parking Requirements in Land Management Code Chapter 15-3.

LMC [§ 15-3-6\(B\)](#) states that the Parking Ratio for Outdoor Dining is “Based on Site specific review at the time of CUP.” Staff was unable to find any parking analysis conducted as part of the 2008 ACUP approval for Wasatch Bagel.

The proposal to expand the Outdoor Dining area for Wasatch Bagel does not trigger any additional parking requirement. The expansion is not intended for exclusive use by Wasatch Bagel and instead will provide any users of Snow Creek Shopping Center access to the new tables. This distributed nature of potential users means that Wasatch Bagel is not substantially increasing its own contribution to the needed Parking for the Snow Creek MPD. At least six, potentially up to eight, of the tables are already in use onsite, despite not being approved under the 2008 CUP, limiting the practical increase in seating compared to existing conditions

Staff recommend Condition of Approval 11 which will require any Bicycle Parking installed in the Outdoor Dining area to comply LMC [§ 15-3-9\(A\)\(1\)](#).

(VII) The Development Review Committee reviewed the proposal on August 20, 2024, and required changes to the proposal to ensure compliance.³

The existing concrete patio covers a waterline. The Park City Water Department required an Encroachment Permit, which has been sent to Summit County for recordation(Exhibit D).

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 23, 2024. Staff mailed courtesy notice to adjacent property owners on October 21, 2024.⁴

Public Input

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

Alternatives

- The Assistant Planning Director may approve the Modification to the ACUP;
- The Assistant Planning Director may deny the Modification to the ACUP and direct staff to make Findings for the denial; or
- The Assistant Planning Director may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Final Action Letter

Exhibit B: 2008 Approved Outdoor Dining ACUP

Exhibit C: Proposed Plans

Exhibit D: Water Department Encroachment Agreement

Exhibit E: City Council Minutes from October 1993 and MPD Final Action Letter

Exhibit F: Trash and Recycling Plans

Exhibit G: Current Recorded Plat

Exhibit H: Lease Agreement

Exhibit I: 2008 Flippin Burgers ACUP Final Action Letter

Exhibit J: 2013 Miners Grill ACUP Final Action Letter

Exhibit K: Snow Creek Approved MPD Landscaping Plan

³ 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).

⁴ LMC [§ 15-1-21](#)



Planning Department

November 21, 2024

Bruce Taylor

CC: Kreg VanStralen

NOTICE OF PLANNING DEPARTMENT ACTION

Description

Address: 1300 Snow Creek Drive

Zoning District: Residential Development – Medium Density
Regional Commercial Overlay

Application: Modification to Administrative Conditional Use Permit

Project Number: PL-24-06217

Action: APPROVED WITH CONDITIONS (See Below)

Date of Final Action: November 21, 2024

Project Summary: The Applicant is proposing a modification to the 2008 Administrative Conditional Use Permit for Outdoor Dining for Wasatch Bagel and Grill in the Snow Creek Master Planned Development.

Action Taken

On November 21, 2024, the Assistant Planning Director conducted a public hearing and approved the Modification to 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 modify the existing Administrative Conditional Use Permit (ACUP) for Outdoor Dining at Wasatch Bagel and Grill (Wasatch Bagel) by expanding the seating capacity and adding more tables.
2. Wasatch Bagel is in the Snow Creek Master Planned Development (MPD) within the Regional Commercial Overlay (RCO) and Residential Development – Medium Density (RDM) Zoning Districts.



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3. It is located on the Lot Line between Lots 3 and 4 of the Snow Creek Crossing Subdivision.
4. The original ACUP for Wasatch Bagel approved Outdoor Dining with a patio and trellis structure for four tables.
5. The Applicant proposes to re-construct the trellis structure and expand the patio area for Outdoor Dining to accommodate three tables, as well as construct a new Outdoor Dining area made from decomposed granite with a fire pit in the center and six additional tables to bring the total number of tables up to ten.
6. The area under the trellis structure (the concrete pad) will have planters to serve as a barrier due to Utah Department of Alcoholic Beverage Service (DABS) regulations.
7. The proposal includes a board-formed concrete seating wall at the south end of the courtyard and bike racks to accommodate several bicycles.
8. The outdoor dining area will be accessible to the public.
9. On June 7, 2008, the Planning Department approved an ACUP for Outdoor Dining at Wasatch Bagel.
10. Condition of Approval 3 in the original ACUP approval established that the tables were not for exclusive use by Wasatch Bagel and instead are available to all patrons of the Snow Creek development.
11. Finding of Fact 8 states that "The outdoor dining tables will be round and wood with umbrellas and matching chairs."
12. Condition of Approval 4 states that "The permit is not allowing the option of a fence."
13. While the 2008 ACUP was for only four tables, the existing patio currently includes six tables.
14. On July 29, 2024, the Applicant submitted an application (PL-24-06217) for modification to the existing ACUP.
15. The proposal to expand Outdoor Dining for Wasatch Bagel meets the standards of the Regional Commercial Overlay in Land Management Code Chapter 15-2.17.
 - a. LMC § 15-2.17-2(B)(30) establishes that Outdoor Dining is subject to an ACUP.
 - b. LMC § 15-2.17-8(B)(1) sets additional Criteria for Outdoor Dining.
 - c. LMC § 15-2.17-9 requires the protection of Significant Vegetation. To ensure compliance, Staff recommends Condition of Approval 6 which requires that any removal of Significant Vegetation must be approved by



Planning Department

- the Forestry Board and that Significant Vegetation must be replaced in kind in a form and location approved by the Forestry Board.
16. The proposal to expand Outdoor Dining for Wasatch Bagel meets the standards of the Residential Development – Medium Density Zoning District in Land Management Code Chapter 15-2.14.
- a. LMC § 15-2.14-2(B)(25) establishes that Outdoor Dining is subject to an ACUP.
 - b. The proposed project straddles Lots 3 and 4 in the Snow Creek MPD. The project is allowed to cross these Lot Lines because the Lots are under the same ownership and the area is treated as common ownership with an agreement in place for the expansion of Outdoor Dining.
 - c. LMC § 15-2.14-3(E) requires a minimum Rear Setback of ten feet. The closest Property Line for a Lot under separate ownership to the proposed Outdoor Dining area is the Rear Lot Line, at least 135 feet to the north. The proposal complies with all Front and Side Setbacks.
 - d. LMC § 15-2.14-10 requires the protection of Significant Vegetation. Refer to Condition of Approval 6 for compliance with this criteria. Three Evergreens and two Aspens will be removed as part of construction. Suitable replacement vegetation must be planted somewhere on the Snow Creek site with approval of the Forestry Board.
17. The proposal to expand the Outdoor Dining for Wasatch Bagel meets the standards of the Snow Creek Master Development Agreement.
- a. Condition of Approval 5 of the Snow Creek MPD (Exhibit E) states that “Outdoor dining may be considered by the Planning Commission as a conditional use.” However, In 2000, the City Council enacted Ordinance 00-51 approving a comprehensive rewrite of the LMC. As part of that overhaul, the ACUP process was established and the RDM Zoning District and RCO were amended so that Outdoor Dining requires an ACUP with staff review rather than a CUP with Commission review.
 - b. All Outdoor Dining permits in the Snow Creek MPD were issued after 2000 and were subject to staff-level review and approval of an ACUP, including Wasatch Bagel.
18. The proposal, as conditioned, complies with the Conditional Use Permit criteria outlined in Land Management Code § 15-1-10(E).
- a. Size and location of the Site



Planning Department

- i. Complies: The proposed Outdoor Dining is in an appropriate location between the restaurant and 1400 Snow Creek. The Outdoor Dining is situated to provide additional seating for users of Snow Creek Shopping Center.
- b. Traffic capacity
 - i. Complies: A Traffic Impact Study (TIS) is required for Sit-Down Restaurants 2,500 square feet or greater. The proposal does not require a TIS as the expanded patio area is 1,844 square feet. The Outdoor Dining will be open to patrons of the Snow Creek Shopping Center, as contemplated in the lease agreement. Because the project serves the entire development and is not limited to customers of Wasatch Bagel, it will result in a minimal overall increase in traffic.
- c. Utility capacity
 - i. Complies: The Water Department drafted an easement allowing access to the underground waterline at any time for maintenance or emergencies. The easement must be recorded prior to building permit issuance.
- d. Emergency vehicle access
 - i. Complies: On August 20, 2024, the Park City Fire District reviewed the proposal and confirmed it complies with their requirements.
- e. Off-street Parking
 - i. Complies: See Finding of Fact 20.
- f. Internal vehicular and pedestrian circulation system
 - i. Complies: The proposal will not affect the internal vehicular or pedestrian circulation system. The proposal provides additional seating for users of Snow Creek Shopping Center near existing sidewalks. Condition of Approval 8 prohibits this seating from obstructing pedestrian circulation.
- g. Fencing, screening, and landscaping
 - i. Complies: The proposed Outdoor Dining will be screened on the north by existing vegetation. The Applicant has not finalized proposed landscaping for the project area. Staff recommends Condition of Approval 2 requiring the Applicant to submit a final landscape plan prior to Building Permit issuance.
- h. Structure Mass, bulk, and orientation



Planning Department

- i. Complies: The proposed Outdoor Dining is in an appropriate location between the restaurant and 1400 Snow Creek. The Outdoor Dining is situated to provide additional seating for users of Snow Creek Shopping Center. The seating area is oriented toward an existing sidewalk.
- i. Usable open space
 - i. Complies: The proposed Outdoor Dining does not diminish any required Open Space for the Snow Creek MPD and will create additional usable Open Space for users of Snow Creek Shopping Center.
- j. Signs and lighting
 - i. Complies: No Signs or Outdoor Lighting are proposed or approved with this Application. See Condition of Approval 3.
- k. Physical design and compatibility with surrounding structures
 - i. Complies: The proposed Outdoor Dining is in an appropriate location for pedestrians and will not affect the existing pedestrian circulation system at Snow Creek Shopping Center.
- l. Noise, vibration, odors, steam, or other mechanical structures
 - i. Complies: Condition of Approval 4 requires adherence to the Noise Ordinance outlined in Park City Municipal Code (PCMC) [Chapter 6-3](#).
- m. Control of delivery and service vehicles; loading and unloading; screening of trash and recycling pickup areas
 - i. The proposed location of the proposed Outdoor Dining will not affect any loading or unloading zones. There are existing trash and recycling containers both inside Wasatch Bagel and on the existing Patio. Another trash and recycling bin will be added as part of this proposal.
- n. Expected ownership
 - i. Complies: The owner of Wasatch Bagel, Kreg VanStralen, signed off on the Application. The Applicant provided a Lease Agreement signed by the Property Manager owner of Snow Creek Shopping Center approving the proposed plans.
- o. Environmentally Sensitive Lands, Physical Hazards, Historic Mining Waste, Park City Soils Ordinance, or Steep Slopes



Planning Department

- i. Complies: The proposed Outdoor Dining is not on or near Steep Slopes, Physical Mine Hazards, or Mine Waste, and is outside of the Park City Soils Ordinance Boundary.
- p. General Plan Consistency
 - i. Complies: Snow Creek Shopping Center is within the Bonanza Park neighborhood of the General Plan. Goal 3.1 of the General Plan encourages mixed-use neighborhoods and opportunities for pedestrian oriented development. The proposed Outdoor Dining will provide Snow Creek guests with additional seating and does not expand on-site parking requirements.
- 19. The proposal complies 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. Complies: The owner of Wasatch Bagel, Kreg VanStralen, signed the Application. The Applicant provided a Lease Agreement signed by the owner of Snow Creek Shopping Center approving the proposed plans.
 - b. The proposed seating Area does not impede pedestrian circulation.
 - i. Complies: The proposed Outdoor Dining is in an appropriate location between the restaurant and 1400 Snow Creek The dining area is situated to provide additional seating for users of Snow Creek Shopping Center.
 - c. The proposed seating Area does not impede emergency Access or circulation.
 - i. Complies: On August 20, 2024, the Park City Fire District reviewed the proposal and confirmed it complies with their requirements. The Water Department drafted an easement allowing access to the underground waterline at any time for maintenance or emergencies. The easement must be recorded prior to building permit issuance.
 - d. The proposed furniture is Compatible with the Streetscape.
 - i. Complies: The proposed outdoor furniture includes round steel picnic tables with a thermoplastic coating, similar to existing furniture.
 - e. No music or noise is in excess of the City Noise Ordinance, Title 6.



Planning Department

- i. Complies: Condition of Approval 4 requires adherence to the Noise Ordinance outlined in PCMC Chapter 6-3.
 - f. No Use after 10:00 p.m.
 - i. Complies: See Condition of Approval 5.
 - g. Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand.
 - i. Complies: Wasatch Bagel has an indoor seating capacity of 38 people, with six outdoor tables that seat four people each, for a total seating capacity of 62 people. The Applicant proposes to increase the outdoor seating capacity with six more tables for a total seated capacity of 82 people. Outdoor seating is not for exclusive use of Wasatch Bagel and its patrons.
20. The proposal to expand the Outdoor Dining for Wasatch Bagel meets the standards of the Off-Street Parking Requirements in Land Management Code Chapter 15-3.
- a. LMC § 15-3-6(B) states that the Parking Ratio for Outdoor Dining is "Based on Site specific review at the time of CUP." Staff was unable to find any parking analysis conducted as part of the 2008 ACUP approval for Wasatch Bagel.
 - b. The proposal to expand the Outdoor Dining area for Wasatch Bagel does not trigger any additional parking requirement. The expansion is not intended for exclusive use by Wasatch Bagel and instead will provide any users of Snow Creek Shopping Center access to the new tables. This distributed nature of potential users means that Wasatch Bagel is not substantially increasing its own contribution to the needed Parking for the Snow Creek MPD.
21. The Development Review Committee reviewed the proposal on August 20, 2024, and required changes to the proposal to ensure compliance.
- a. The existing concrete patio covers a waterline. The Park City Water Department required an Encroachment Permit, which was recorded with Summit County on October 1, 2024.
22. Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on October 23, 2024. Staff mailed courtesy notice to adjacent property owners on October 21, 2024.

Conclusions of Law

- 1. The proposal complies with the Land Management Code requirements outlined



Planning Department

in LMC Chapter 15-2.15, *Residential Development – Medium Density Zoning District Requirements*, LMC Chapter 15-17, *Regional Commercial Overlay Requirements*, LMC § 15-1-10, *Conditional Use Review Process*, LMC § 15-4-2, *Goods and Uses to be Within Enclosed Building*, and Chapter 15-3, *Off-Street Parking Requirements*.

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. The Conditions of Approval for the 2006 ACUP remain in effect unless they have been modified by this approval.
2. The Applicant will submit a final landscape plan with species identified prior to Building Permit issuance.
3. No Signs or Outdoor Lighting are proposed or approved with this Application.
4. The Applicant shall comply with the Noise Ordinance outlined in Municipal Code Chapter 6-3 which establishes that noise shall not exceed 65 Decibels from 6 AM to 10 PM. From 10 PM to 6 AM, 60 Decibels shall not be exceeded.
5. Hours of Operation are limited to 6:30 AM to 10:00 PM.
6. Any removal of Significant Vegetation must be approved by the Forestry Board and Significant Vegetation must be replaced in kind in a form and location approved by the Forestry Board.
7. The Planning Department must be informed in writing of any proposed changes to the approved Plans. Failure to do so may result in a Stop Work Order and Code Enforcement Action.
8. The outdoor tables and chairs must be placed in a location so as they do not obstruct pedestrian circulation.
9. Approval is required from the Summit County Health Department before pets are allowed on the courtyard and patio.
10. The fire pit shall be operated according to the manufacturer's instructions and the listed distances to combustibles maintained.
11. Any Bicycle Parking installed either on the concrete pad or outdoor dining area must be compliant with LMC § 15-3-9(A)(1).
12. The outdoor concrete pad must remain in full compliance with DABS regulations regarding the barrier. The gate shall not be locked or be used to restrict access to anyone in the development.



Planning Department

13. The ten tables will be round steel picnic tables with a thermoplastic coating.
14. No Mechanical Equipment, except which is shown on the approved plans (Attachment 1) and referenced in this Final Action Letter, is approved as part of this modified ACUP approval.
15. Unauthorized parking in the western hammerhead must cease prior to the closure of the Building Permit in order to allow unobstructed delivery access to Wasatch Bagel.

If you have questions or concerns regarding this Final Action Letter, please call (435) 615-5058 or email jaron.ehlers@parkcity.org.

Sincerely,

Elissa Martin
Assistant Planning Director

CC: Jaron Ehlers and Virgil Lund, Project Planners

Attachment 1: Approved Plans

Action Letter

Subject: Wasatch Bagel and Café
1300 Snow Creek Drive
Author: Jacquelyn Mauer
Date: June 17, 2008
Type of Item: Outdoor Dining CUP



On May 27, 2008, a completed application for an Administrative Conditional Use Permit was submitted to the City for an outdoor dining addition at 1300 Snow Creek Drive. Staff reviewed the project for compliance with Section 15-1-10(E) of the Land Management Code and approved the application according to the Findings of Fact, Conclusions of Law and Conditions of Approval incorporated herein.

The Findings of Fact and Conditions of Approval are as listed below:

FINDINGS OF FACT:

1. This application has been reviewed under Section 15-1-10 of the Land Management Code and criteria 1-15 as found above.
2. The outdoor dining is to be located to the side of the existing Wasatch Bagel and Café located at 1300 Snow Creek Drive.
3. The underlying zoning on this property is Regional Commercial Overlay.
4. The application, as conditioned, complies with all requirements of the Land Management Code, Section 15-1-10.
5. There will be no new signs or lighting associated with this project.
6. Hours of operation are from 6:30 am to 10:00 pm.
7. The outdoor dining will occur year round.
8. The outdoor dining tables will be round and wood with umbrellas and matching chairs.
9. There are no additional utilities associated with this proposal.

CONDITIONS OF APPROVAL:

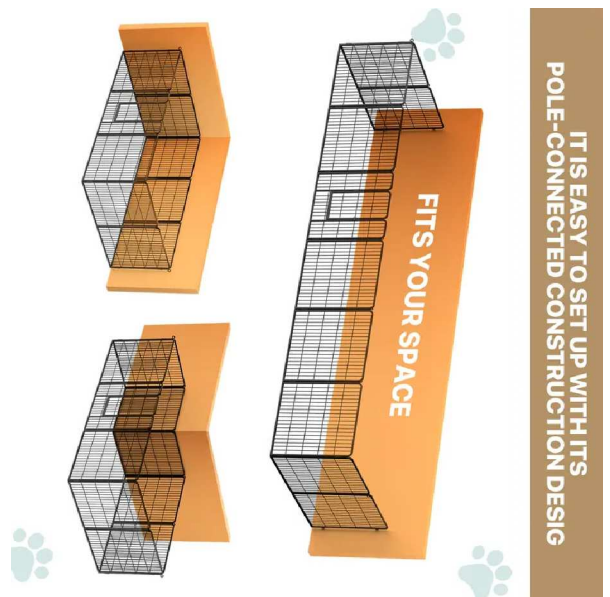
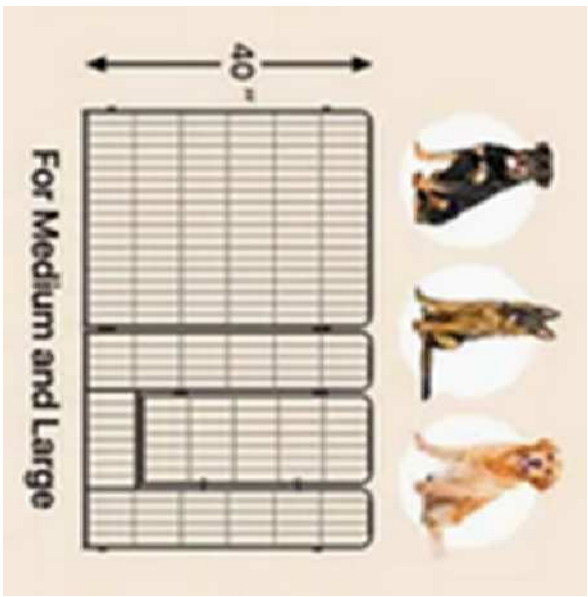
1. Nothing herein shall allow any violation to the International Fire Code, International Building Code, or Park City Municipal Code, including any violation of the Municipal Noise Ordinance. Please find specifics as they pertain to this approval attached (Section 6-3-8 and 6-3-9 attached).
2. A one-year review of this permit shall be conducted by June 10, 2009. If at that time staff finds the outdoor dining is operating in compliance with this approval and all other requisite City Codes, this approval shall be extended indefinitely.
3. The proposed is not an exclusive use. It is located on land owned by the shopping center rather than the tenant. Therefore, the outdoor dining area shall remain available for use by all tenants and is not for the exclusive use of Wasatch Bagel and Café.
4. A building permit is required prior to construction of the trellis structure. It must compliment and be similar to the trellis existing on the site. This permit is not allowing the option of a fence.

If you have any questions or if I can be of additional assistance, please do not hesitate to call me at 435-615-5071, or e-mail me at jacquelyn.mauer@parkcity.org

Sincerely,

A handwritten signature in cursive script that reads "Jacquelyn Mauer".

Jacquelyn Mauer
Planning Intern



**Land
SOLUTIONS**

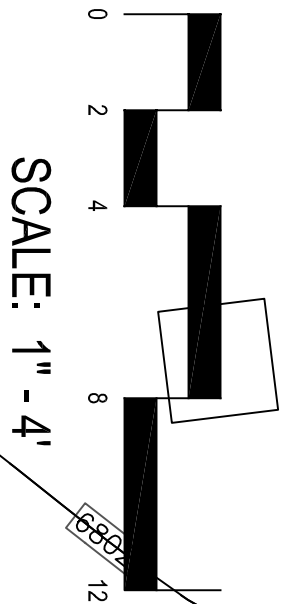
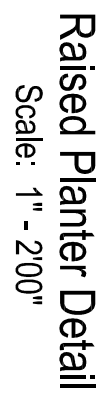
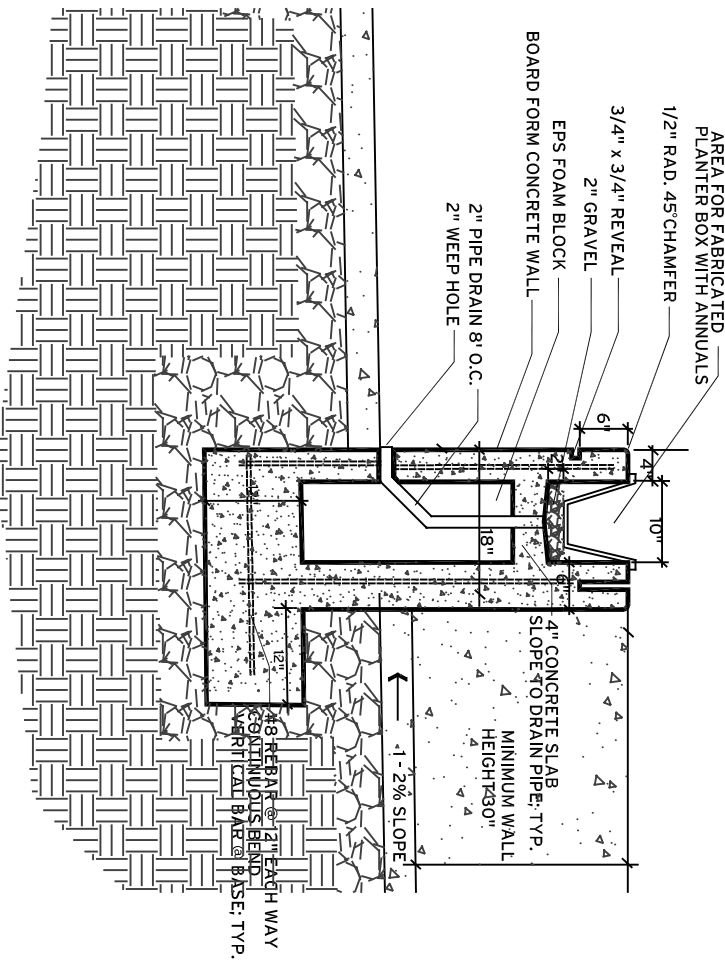
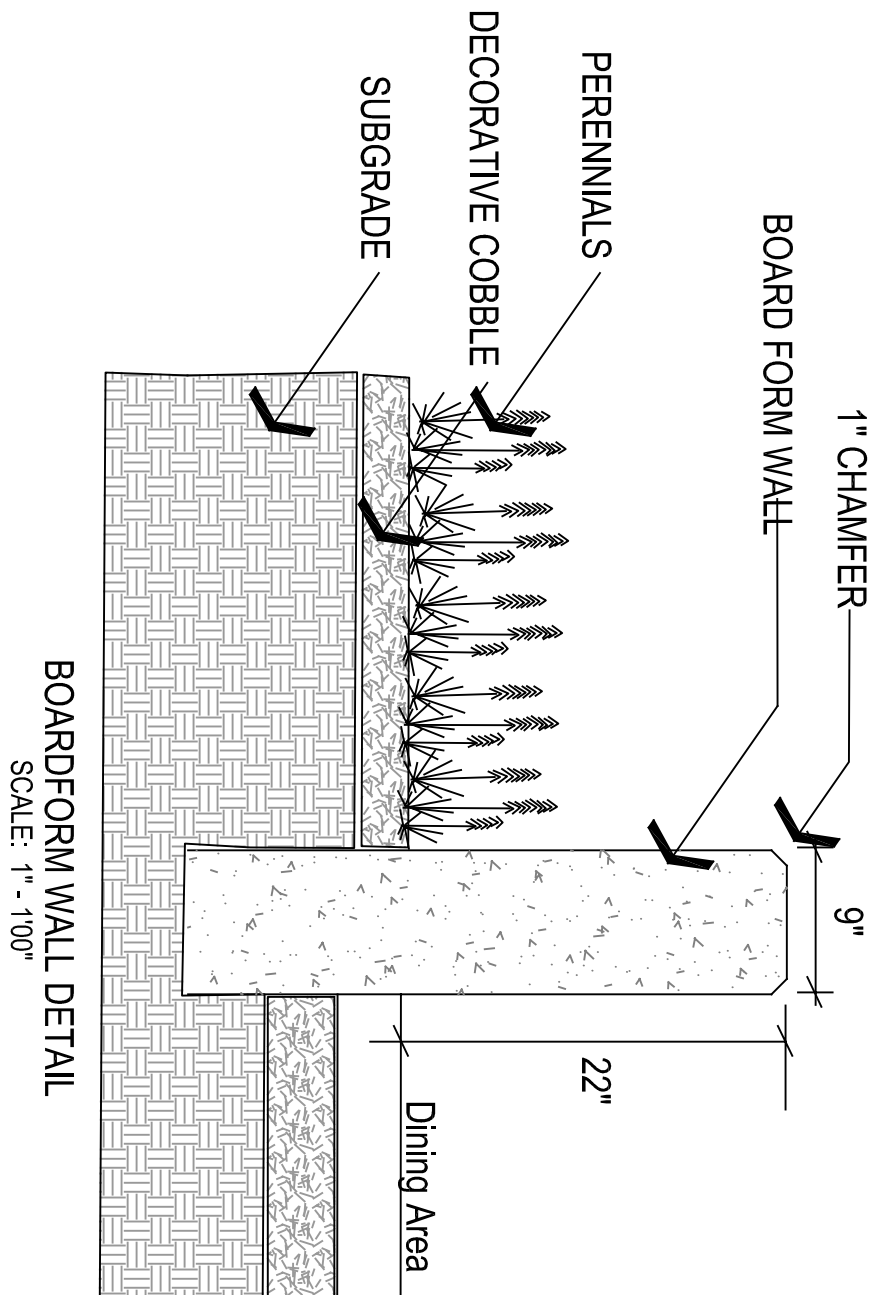
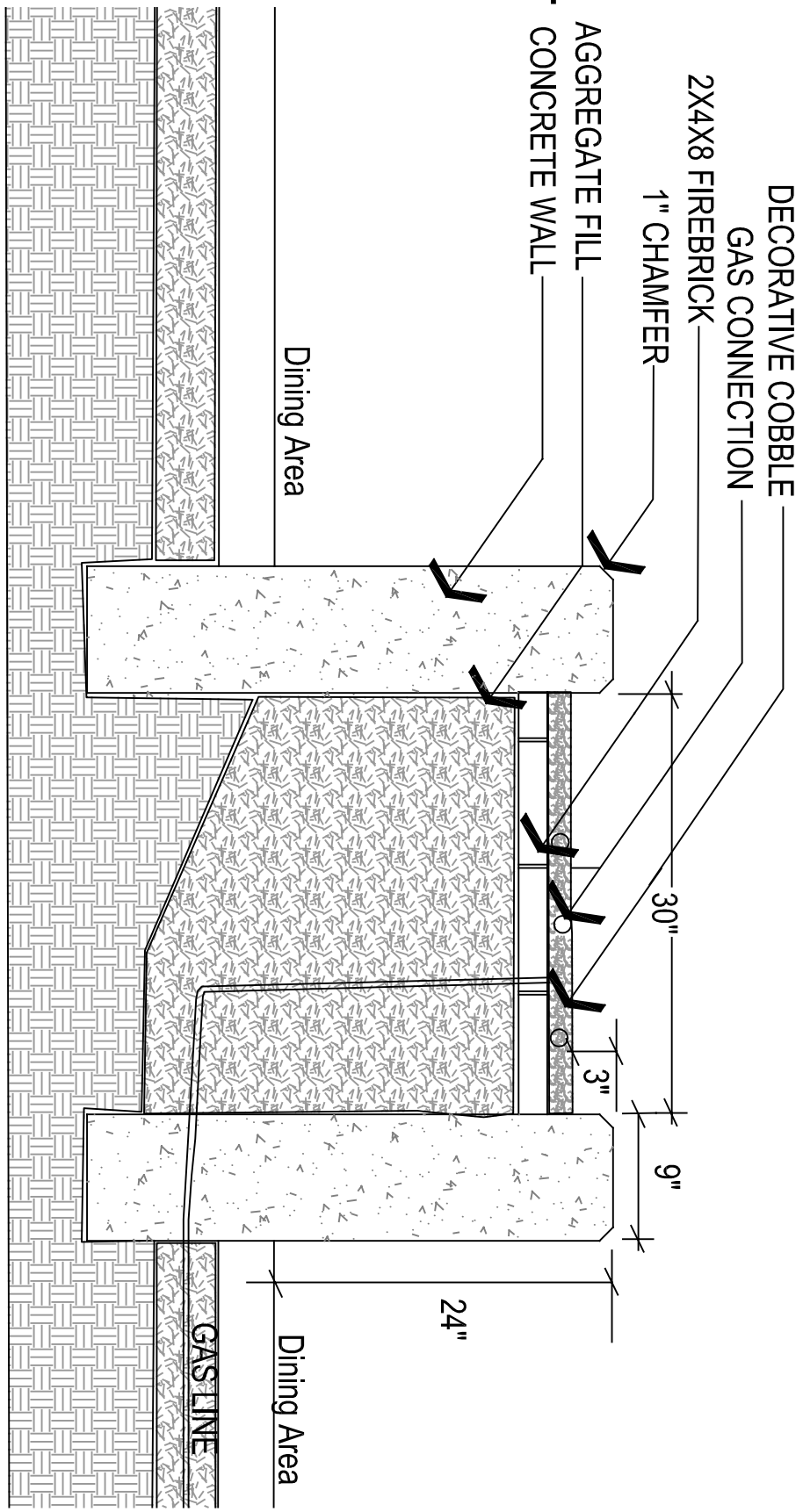
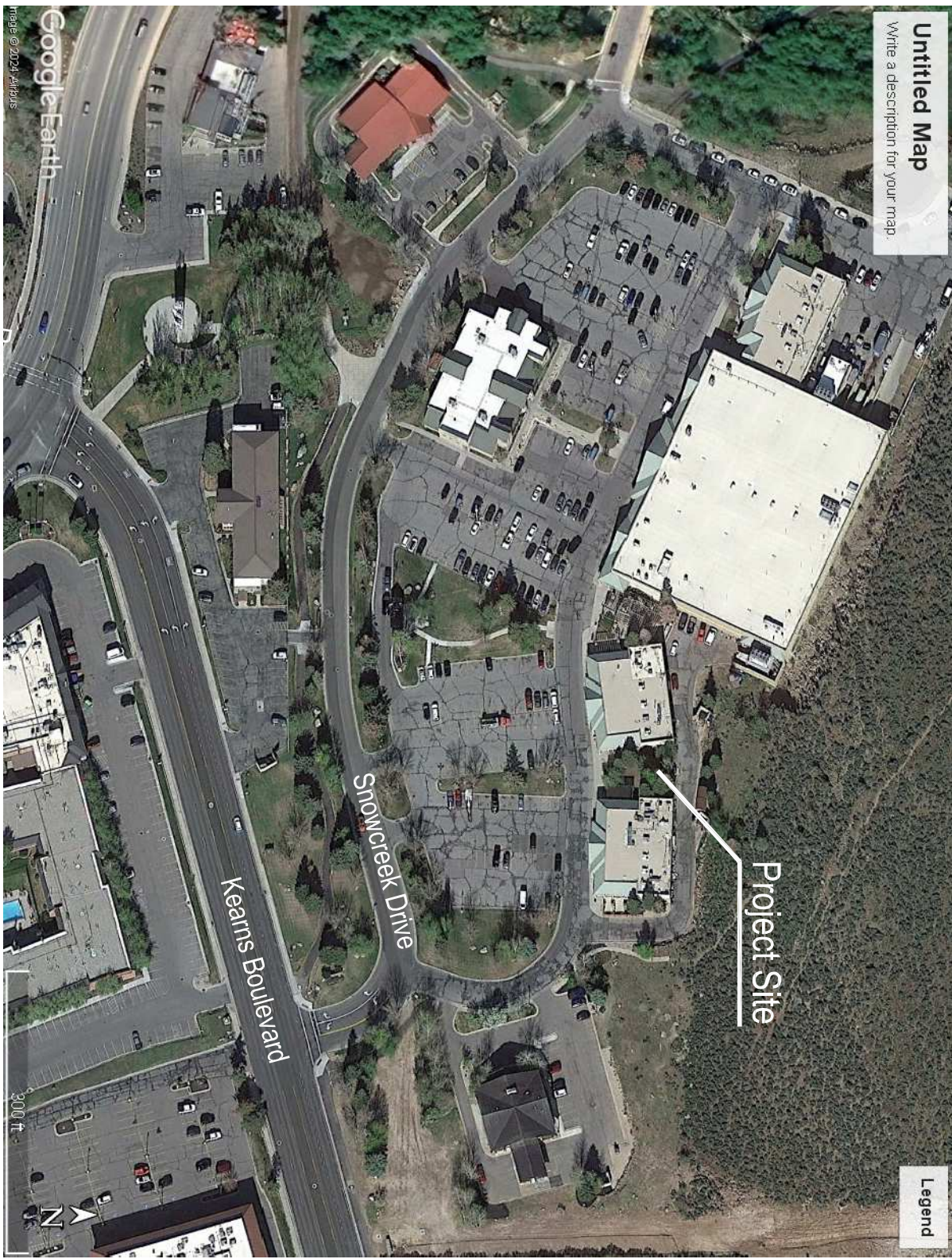
PLANNING & DESIGN

Park City, Utah 84068
435.901.3716
peteg@landsolutionspc.biz

15 November 2024

G1.0

Vicinity Map



LETTER OF TRANSMITTAL



PARK CITY MUNICIPAL CORPORATION
PLANNING DEPARTMENT
445 Marsac Avenue • PO Box 1480
Park City • UT • 84060-1480
435.615.5060

FROM: Jaron Ehlers ☒

DATE: 10/15/24

PROJECT #: PL-24-06217

TO: Matt Dias, City Manager

ADDRESS: _____

CITY: _____

PHONE: _____ FAX: _____

DESCRIPTION: _____
1300 Snow Creek. Wasatch Bagel
ACUP Modification Water Line
Encroachment Agreement

MATERIALS ARE:

☒ ATTACHED

☐ UNDER SEPARATE COVER

☐ PLANS

☐ PRINTS

☐ CHANGE ORDER

☐ SAMPLES

☐ SPECIFICATIONS

☐ COPY OF LETTER

☐ OTHER _____

	No.	Date	Copies	Description
1	1	10/15/2024	1	Water Line Encroachment Agreement
2				
3				
4				
5				

☐ AS REQUESTED

☐ APPROVED AS IS

☐ SUBMIT __ COPIES FOR DISTRIBUTION

☒ FOR APPROVAL

☐ APPROVED W/ CORRECTIONS

☐ RETURN __ CORRECTED

☐ FOR YOUR USE

☐ RETURNED W/ CORRECTIONS

☐ RETURNED AFTER LOAN TO US

☐ FOR YOUR COMMENTS

☐ FOR BID(S) DUE

☐ RESUBMIT __ COPIES FOR APPROVAL

☐ OTHER: _____

COMMENTS:

Clint and Griffin have both reviewed this Encroachment
Agreement and say it is ready to be signed.

RECEIVED BY: _____ RECEIVED ON: _____

ENCROACHMENT AGREEMENT

Street Address: 1300 Snow Creek Drive

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION
(City) and

Kneeg Van Sledoten Tenant, Wasatch Bagel &
Grill and

Sanford Sugar (Sep 27, 2024 13:46 PDT) Landlord, Snow Creek

Crossing Subdivision

to set forth the terms and conditions under which the City will permit the Owner to retain, build, maintain, and use certain improvements within the City easement at the above-referenced property.

Subject to the following terms and conditions of this agreement, the Owner shall have the right to expand and maintain a landscaped courtyard including outdoor dining and other surface improvements over the City's easement for a water line through the property. There is an existing water lateral servicing the parcel under an existing concrete patio slab.

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

Lot #4 – Snow Creek Crossing Subdivision

This agreement is not transferable to other property, but is freely transferable with the title to this lot. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Owner(s).

2. The improvements permitted within the City's easement shall consist of

Crushed granite courtyard pathways, landscaping including trees, shrubbery, mulch beds, and lawn area including a potential drip irrigation system

3. The City may, at some future date, elect to replace the existing water line that runs through this easement to the fire hydrant at the rear of the property at this location. To the extent that any improvements or utility work requires the removal, relocation, replacement, and/or destruction of the improvements the Owner(s) may have been using within the City's easement, the Tenant(s) and Owner(s) waive any right to compensation for the loss of improvements and loss of the use of the easement and/or change in the grade and elevation of the easement.

This waiver of compensation, in the event the improvements are removed for any reason whatsoever in the sole determination of Park City, is the consideration given for the granting of this encroachment permit.

4. Prior to installing City improvements or utilities within the easement in a manner that will require the removal or relocation of the improvements, the City will endeavor to give the Owner(s) sixty (60) days notice, in which time the Owner(s) shall make adjustments and remodel the improvements as necessary to accommodate the anticipated changes in the utilities, and-or grade at the Tenant(s) / Owner(s) cost. Park City and its franchised utilities will attempt to save as much of the Owner(s) improvements as possible but in no way guarantees any salvage value whatsoever.

Kreg - CO
Sanford - SS
* owners acknowledge notice may not be given for emergency repairs.

5. No permanent right, title, or interest of any kind shall vest in the Owner(s) in the City's easement by virtue of this agreement. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

6. The Tenant(s) / Owner(s) or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Tenant(s) / Owner(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of the Tenant(s) / Owner's use of the easement for private purposes, or from the failure of the Tenant(s) / Owner's improvements.

7. This agreement shall be in effect until the license is revoked by the City. Revocation shall be effected by the City regarding a notice of revocation with the Summit County Recorder and sending notice to Owner or the Owner's successor.

PROPERTY TENANT

Kreg VanStralen

Tenant's Signature

Kreg VanStralen

Tenant's Name (Printed)

Kreg VanStralen

Mailing Address

PO Box 2711
Park City, UT 84060

801 414-6944

KregVanStralen@gmail.com
Phone Number Email

PROPERTY OWNER

SS

Sanford Sugar (Sep 27, 2024 13:46 PDT)

Owner's Signature
Sanford sugar

Owner's Name (Printed)

4422 Century Dr.
Murray, UT. 84123

Mailing Address

801-313-0700 lgibson@Capstonepm.com

Phone Number Email

STATE OF Utah

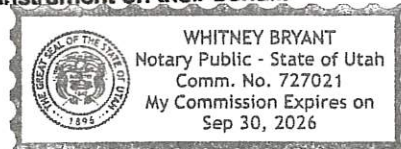
COUNTY OF Summit

On the 7 day of October, 2024, personally appeared before me,

Whitney Bryant who, being first duly sworn and upon

Utah oath, and in full recognition of the penalty for perjury in the State of
did acknowledge to me that she/he is the Owner(s) of the
property or, if the Owner(s) is a Corporation, that she/he is an authorized representative
of the Corporation, and that she/he signed the foregoing instrument on their behalf.

Whitney Bryant
Notary Public Signature



PARK CITY MUNICIPAL CORPORATION

DATED this 15th day of October, 2024

Adam Wood
PCMC Water Department Signature

STATE OF UTAH

COUNTY OF SUMMIT

On the 15th day of October, 2024, personally appeared before me ,

Mayor Naan Worel who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledge to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.



Notary Public Signature



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
OCTOBER 14, 1993**

I ROLL CALL

Mayor Brad Olch called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, October 14, 1993. Members in attendance were Sally Elliott, Ruth Gezelius, Roger Harlan, Leslie Miller, Bob Richer, and Brad Olch. Staff present were Toby Ross, City Manager; Jodi Hoffman, City Attorney; and Rick Lewis, Community Development Director.

II PUBLIC INPUT

The Mayor invited the public to comment on any matter of City business:

Hot air balloons - Brenna Herteaux, 2400 Holiday Ranch Loop Road, described two negative experiences both in the county and the city where her animals were endangered by hot air balloons. She strongly urged Council to adopt regulations regarding hot air balloon activity. Bob Richer pointed out that in work session, Council unanimously supported that hot air balloon regulations be drafted as soon as possible.

III MINUTES OF MEETING OF OCTOBER 7, 1993

Ruth Gezelius, "I move approval as presented". Sally Elliott seconded. Motion unanimously carried.

IV CONSENT AGENDA

Ruth Gezelius, "I move approval of the Consent Agenda item". Sally Elliott seconded. Motion carried unanimously.

Approval of master festival license for America's Opening on November 26 - 28, 1993 to be held at the Resort Center - In response to growing crowd control problems and construction impacts on Main Street, all festivities including the opening "street dance" will be held at the Ski Area. The dance will take place on the mountain just west of the Coyote Grill and the fireworks will be higher on the mountain, at the top of the new chair lift. Police officers will still be used at the dance but it is expected that their presence will be reduced considerably. In recognition of current marketing goals, the strategy will be to promote the event as a ski race and not as a party.

V NEW BUSINESS

Appeal of two conditions of a Planning Commission approval of a conditional use approval of September 22, 1993 on a

master planned development at the Snowcreek Parcel site - Pyramid Construction - For the record, the parking calculation was originally proposed at 365, which is 4.5 per 1,000 square feet which according to the standard, is considered a moderate parking formula. The revised conditions of approval occurring at the September 22, 1993 Planning Commission meeting are as follows:

17. Prior to building permit issuance, the applicant shall submit and the staff shall approve a plan to phase parking for Phase I of the development. No more than 300 spaces shall be permitted to be constructed initially. The areas not to be paved at this time will be landscaped temporarily to blend with the balance of the landscape plan. Within 12 months of full occupancy of Phase I, the Planning Commission will evaluate the demonstrated need for the additional parking.
19. Prior to building permit issuance for the commercial project, a small scale MPD/CUP shall be approved for the residential portion of the Snow Creek Large Scale MPD.

The Mayor invited the appellants to speak.

With regard to the parking issue, Doug Rosecranz, Sear-Brown Group project engineer, pointed out that now 25% of the grocery business bypasses Park City to Salt Lake. Additionally, residents have adjusted their purchasing habits and shop at less convenient times to avoid crowds and a larger parking lot would be used differently than it is currently. He added that a buffer can be designed so that the parking lot is screened. For the benefit of Bob Richer, Mr. Rosecranz emphasized that standards are useful for a number of reasons, and discussed lighting and site distance from curbs standards which are clearly established for safety reasons and the same is true with parking. There is a liability problem if there is insufficient parking.

Steve Miner, Director of Real Estate for Associated Food Stores in Salt Lake City, stated that his company owns a store in Aspen and because of poor planning they are in the process of retro-fitting the store with underground parking which is not desirable for grocery shopping. He described the desired 200 foot radius of parking ideal for grocery stores and the landscaped areas disturbing this area, but the aesthetics are an important consideration. He estimated that 40 employee parking stalls would be required and a customer count of 15,000 trips a week is anticipated. He stated that when Associated did a feasibility study it was clear that Park City fluctuations in seasons is smoothing out because of its diversity. With 15,000 trips a week and employee parking, there is at least a need for 250 stalls just for the grocery store. Safety is an important consideration, especially with the kids associated with grocery shopping.

John Giddell, Dan's Foods, described his experience in purchasing a store in Salt Lake with insufficient parking with a ratio of a little under four stalls per 1,000 square feet. Because of limited parking, he stated that patrons parked across the street and have been injured trying to cross. Roger Harlan pointed out that the adjacent area is much more populated and dense than Park City. Steve Miner stressed that it is irrelevant whether the population is coming from a ten mile radius or within a one or two mile radius. The relevant factors are the size of the store, the project sales volume and the anticipated customer count. He continued that it is not assumed that Park City customers will buy more groceries than anyone else, but if anything, there may be more trips, more intensity within the parking lot at certain times, and smaller transaction than in Salt Lake. Parking is not a function of the density or population but is a function of the building, servicing the needs of the customers.

Jack Thomas, architect, stated that at 365 there is enough parking to make this a viable project. He added that he has been working on this design for a year, and this is not a standard parking lot or development. The massing and design are broken up in components. In response to Mr. Harlan's earlier comments in work session about Park City Plaza being empty, Mr. Thomas commented that this development has a major anchor, Dan's Food Store, and the Plaza does not. With access on both SR224 and SR248, there will be substantial activity on the site.

Rick Lewis, Community Development Director, stated that as staff worked on the project, its position changed. Because of the slope of the site, it was clear that the parking could be easily screened. He pointed out that there has been a shortage of parking throughout town and the City's cost in installing additional parking in its recent Marsac project totaled \$63,000 for 30 stalls. Mr. Lewis suggested that an agreement be reached with the applicant to use excess stalls for special events.

Jeff Coleman, Pyramid Construction project manager, felt that the project will need most of the parking but that they are willing to work with the City. If there are extra spaces, the City can use those in non-peak times. The only thing Pyramid will not commit to is giving x number of stalls to the City. They are amendable to the concept, however, and he felt something could be worked out.

Rick Lewis emphasized that the physical space 60 stalls represents is minimal compared to 300; the landscaping effort may not be worth the effort. The 60 stalls would have to be removed from the road itself, the overall visual impact would not be noticeable, and it would be difficult to add the stalls when needed.

With regard to the other condition concerning the residential development, Mr. Lewis pointed out that the staff, Council and Planning Commission are not close to a consensus and it may take two to three months to resolve this issue. If timing is important to Council for the commercial phase, he suggested that plans be submitted for review prior to pulling the permits for the commercial phase.

Discussion ensued regarding the berming and landscaping and obstructing signage. Bob Richer agreed with the City Engineer's and staff recommendation and felt that it doesn't make any sense to reduce the phasing plan from 365 to 300. He is convinced that the berming, landscaping and nature of the parking will solve aesthetic concerns and create a project that does not appear to have a sea of asphalt. At 365 parking spaces, we are still in a moderate range of acceptable industry standards with approximately 4.6 spaces per 1,000 square feet, where the industry standard is 5 spaces per 1,000. Ruth Gezelius concurred with Mr. Richer and added that she would feel more comfortable in having the spaces completed in this phase as proposed and that the staff review the landscaping plans to detail. She felt that the design is site sensitive. Sally Elliott felt that the applicant has done a good job with the berming and landscaping and will support the project as long as trails are a part of the first phase.

Ms. Miller noted that phased parking as it relates to the environment was a concern of hers six months ago, but recently the lack of parking has become an issue. It is difficult for her to decide what is in the best interest of good planning because the Planning Commission and staff recommendation are contrary, but personally she did not feel that 60 spaces is going to make a whole lot of difference in terms of providing visual open space and would rather air on the side of having a little bit more parking than not enough. Bob Richer emphasized that the Planning Commission recommendation was a result of a compromise and not unanimous.

Roger Harlan stated that he will be the lone dissenter as he feels there is too much parking allocated. He doubted that using the parking area for City use will be possible to regulate and perhaps not available when needed.

The Mayor requested that Condition No. 19 be addressed regarding the residential portion of the project.

Jack Thomas stated that the residential is the most difficult portion of the MPD. Because of the view corridor on SR224 the type of residential development appropriate at the location is very much up in the air. He didn't feel that this could be resolved in two months, but there needs to be a fair amount of time to study this issue and Council input is important.

Bob Richer stated that he has consistently expressed the fact that affordable housing or an affordable housing subsidy is an important component. He was concerned about losing leverage if the commercial is completed and the residential area remains vacant. Mr. Richer stated that the Disposition and Development Agreement provides the City an option to purchase the residential parcel for \$500,000 if Pyramid wishes to sell the property. He suggested that the DDA be amended so that over a time certain that the City's right to purchase the residential parcel increases by the price decreasing. Jeff Coleman understood the Council's concern that Pyramid submit an application, but pointed out that their original commitment was in building affordable housing. He stressed that Pyramid did submit an application for residential, but various members of both the Planning Commission and City Council have different ideas on what should be built. Pyramid stands ready to perform but to make an application without the input of the City Council and Planning Commission would be in vein. He felt it impractical to tie together the residential and commercial as a construction start is anticipated in April. Bob Richer reiterated his concerns and proposals, and Mr. Coleman responded that the biggest thing being held over Pyramid's head is that they're sitting on a vacant piece of land which is not a speculative investment. It is in their best interest to develop.

Sally Elliott stated that she is not in a hurry to have the parcel developed. Ms. Gezelius agreed and is comfortable that the City's interest is protected with the \$500,000 purchase price right of refusal. The developer cannot benefit from holding the land for speculation and it remains in his interest to make application. Bob Richer disagreed and felt that the main elements of the project was that the commercial would build a tax base, a good portion of this sensitive area would be protected, and also the community would be provided with an affordable housing project.

However, if affordable housing at this site is not appropriate, Mr. Richer suggested a housing contribution alternative. He is disappointed that after four years, the Council does not have a tangible affordable housing project. He has no desire to see development on the entry corridor, but has stated consistently that the affordable housing component is as significant as the tax dollars generated from the commercial project. Ruth Gezelius asked Mr. Richer if he would be comfortable with an application being made by a certain date. Mr. Richer stated he felt more comfortable with penalties on the property for delays.

Jeff Coleman again stated that Pyramid stands ready to submit an application and move on with the residential project. However, Pyramid needs direction from both the Planning Commission and City Council regarding expectations on affordable housing. After direction is provided, Mr. Coleman felt that submitting an MPD application after 90 days is reasonable.

Ms. Miller also agreed that her support of the project is critically linked with the affordable housing element. She felt that the site should be planned comprehensively and questioned separating the planning processes. Ms. Miller felt that she has made a commitment to the public on affordable housing, the open space, parking and the commercial tax base. She stated that she supports the Planning Commission recommendation. Ms. Elliott asked if Ms. Miller could support the Council reaching a consensus with the Planning Commission on the residential and then specifying Pyramid with a specific time frame in which to develop a plan. Mayor Olch pointed out that the developer, Council and Planning Commission are all saying that they want a residential project, unfortunately, the residential and commercial portions were separated at the beginning of the process. The Mayor felt that everyone is in basic agreement and that the guidelines, process and time frame can be worked out to develop the residential.

Jeff Coleman emphasized that Pyramid Construction cannot close with the RTC without an approval. Bob Richer stated that if the approval is based on tying the residential with the commercial, the applicant will not be able to initiate construction this year and will be delayed another year. Jeff Coleman reiterated Pyramid's submittal of an affordable housing project and their good faith effort. If he had consensus direction tonight, he could start designing tomorrow, but there probably will not be a clear understanding for months.

Ruth Gezelius noted that the commercial plan before Council is a much better one because it was remanded back to the Planning Commission and has reason to believe that the residential, with directives, will produce a quality plan. Roger Harlan recalled that the residential proposal was not acceptable to the Council and Planning Commission and Pyramid has operated in good faith. He has confidence that Pyramid has enough at stake to move ahead in a timely fashion; to place Pyramid under undue pressure might result in an unacceptable project. Mr. Harlan believed that Pyramid will perform. Mr. Richer added that the Council chose this applicant through an RFP process and there is a higher degree of trust. Mr. Miner added that if Dan's is delayed another year, it places an unfair burden on the anchor. Mr. Coleman reiterated his commitment to produce a plan after 90 days of notification of direction.

The City Manager summarized that some Council members feel comfortable by simply holding land as it would be sufficient to motivate an application. The application would have to be residential but not necessarily be affordable, but a condition could be made to make it affordable. The difficulty with that is the possibility of not getting a majority vote from either the Planning Commission or Council. The other issue is that if the

applicant were to file an application as early as in the next ten days, the action on the application would be made by a new Council.

The City Manager stated that by reversing this condition, the Council would be relying on the zoning in place, the DDA and the motivation of the developer to produce a residential project. If the Council desires a greater level of comfort, the applicant has offered that within 90 days of direction from the Council and/or Planning Commission, an application will be produced. An additional aspect of protection is rendered because there is a time frame. Because the construction of the commercial will be taking place, there will be leverage in place regarding the residential. If the application is to be affordable, "affordable" needs to be defined (i.e., rental, for sale, federal standards, etc.), which delayed consensus initially. The Planning Commission and City Council could determine density, character and intended market for the project and if approved, Pyramid could move forward on its development or not move forward, but the City is protected with its ability to buy the property. Leslie Miller pointed out that generally the City Council doesn't provide an applicant with specific direction. The City Manager stated that the project wouldn't be "designed by committee" but key characteristics could be identified (i.e., affordable, rental, ownership, mix, etc.) and the developer could formulate a variety of options. By giving direction is not granting approval, or not providing due process. The applicant needs guidance regarding expectations of affordable housing and its location on the entry corridor.

Discussion ensued about excluding the word "affordable" from the residential project, but the majority of Council felt it important.

Ruth Gezelius, "I move that we reverse the Planning Commission decision on Condition No. 17 that was appealed before the City Council and substitute the language that notes prior to building permit issuance, the developer and the City shall enter into a mutually acceptable agreement which allows the City to use a portion of the parking lot for overflow for special events and that agreement shall address the number of spaces, method of designation of parking area, times when special event parking is appropriate and management by the City of the event parking. And add an additional sentence which states that all Phase 1 space parking not to exceed 365 spaces can be constructed at the same time. And an additional condition that the landscape plan shall be reviewed and accepted by staff". Bob Richer seconded. Motion carried.

Sally Elliott	Aye
Ruth Gezelius	Aye
Roger Harlan	Nay
Leslie Miller	Aye

Bob Richer

Aye

Ruth Gezelius, "I move that we overturn the Planning Commission's decision regarding Condition No. 19 on appeal and that we substitute the following language for Condition No. 19. Within 90 days of direction from meetings with the Planning Commission and City Council that the applicant be required to submit an application for a small scale MPD/CUP for the affordable residential project of the Snowcreek large scale MPD". Sally Elliott seconded. Motion unanimously carried.

VI REPORTS FROM COMMISSIONS AND BOARDS

Planning Commission meeting of October 13, 1993 - Rick Lewis reported on this meeting; minutes of which are available in the Planning Department.

VII COMMUNICATIONS FROM COUNCIL AND STAFF

None.

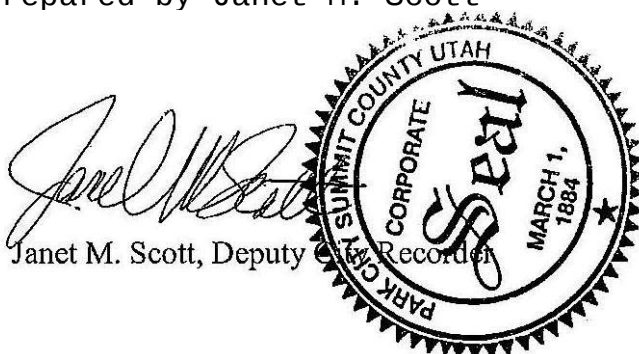
VIII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

* * * * *

The meeting for which these minutes were prepared was noticed by posting 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Janet M. Scott



PARK CITY

1884

Office of The Mayor

Exhibit J

BROOKS

FYI -

Final CofA's

Snow Creek Crossing

Exhibit B - Final Conditions of Approval for Commercial Portion

November 9, 1993

Jeffrey Coleman
Project Coordinator
Pyramid Construction Company
P.O. Box 369
Ramsey, New Jersey 07446-0369

Re: Appeal of two conditions of a Planning Commission approval of a conditional use approval of September 22, 1993 on master planned development at the Snowcreek Parcel site - Pyramid Construction

Dear Jeff:

Enclosed are the approved October 14, 1993 minutes on the above captioned action where the City Council reversed the Planning Commission's conditions.

With regard to Condition No. 17, parking, the City Council requires that before building permit issuance, Pyramid and the City will enter into a mutually acceptable agreement which allows the City to use a portion of the parking lot for overflow parking for special events and that Phase 1 parking not exceed 365 spaces.

With regard to Planning Condition No. 19, the Council substituted language that after a joint meeting(s) with the City Council and the Planning Commission, convened to arrive at a consensus regarding direction to you on the residential element of the project, Pyramid will have 90 days to submit an application for a small scale MPD/CUP for the affordable residential portion.

If you have any questions, please give me a call.

Very truly yours,



Janet M. Scott
Deputy City Recorder

September 24, 1993

Pyramid Construction
P.O. Box 369
Ramsey, NJ 07446

NOTICE OF PLANNING COMMISSION ACTION

Project Name: Snow Creek
Project Description: Commercial MPD
Date of Meeting: September 23, 1993
Action Taken By Planning Commission: APPROVED

1. All the standard conditions of approval shall apply.
2. The approval is for a 90,500 sq. ft. commercial center with 446 parking spaces to be developed in three phases. The retail anchor shall be no more than 52,500 sq. ft. the site development plans dated August 20, 1993 and architectural drawings dated September 1, 1993 shall accompany these conditions of approval. These conditions may require changes or additional detail from those plans.
3. Final grading, drainage and utility plans shall be required to be approved by the City Engineer.
4. A Center maintenance and management plan shall be developed and approved which specifies ownership and maintenance responsibilities. The parking shall be commonly owned and not restricted to any use of structure. The plan shall insure maintenance of public amenities such as trails, walkways, bike racks, bus shelters, drinking fountains, benches and landscaping.
5. No outdoor display of merchandise will be allowed anywhere in the Center. Outdoor dining may be considered by the Planning Commission as a conditional use.
6. A final trails plan shall be submitted and approved prior to building permit issuance which shall be consistent with the proposed trails plan with the following changes:

-The separated pathway along Hwy. 224 is not necessary since UDOT has constructed a sidewalk.

-The trail along the old railroad grade shall be 10 ft. asphalt and 4 ft. soft surface as shown on the plan. The section shall be modified to show 6" of compacted base, 3" of asphalt top course and weed barriers under the wood chip soft surface.

-Trails which cross wetlands will need to be boardwalks. The design shall be approved by the staff.

-A minimum of 10 ft. of separation is necessary between the pedestrian path and the access road.

-A trail connection shall occur between the sidewalk along Hwy. 224 and the railroad grade trail.

-The northerly point of the railroad grade trail may need to be relocated slightly based upon current negotiations with adjacent property owners.

-The gravel trails shall contain a weed barrier. All trails shall be constructed concurrent with construction of Phase I. A security shall be posted to insure installation of the trails prior to building permit issuance. The trails shall be completed prior to Certificate of Occupancy on the anchor retail space.

7. The Landscape Plan shall be modified to incorporate the comments of the City's Landscape Architect and shall include:

-Final planting details on the planter areas adjacent to the buildings.

-More detail on sod-bed areas which shall include massing of materials.

-Sections are required through the planters along the south end of the parking lot. There shall be some grade change in these areas. The intent is to screen parking areas from Hwys. 224 and 248.

-A specific berming plan shall be required for the storm pond retention areas along the northwesterly facade of the building.

-A temporary landscape plan shall be required for phases not to be built initially.

-Irrigation plans shall be submitted and approved.

-A security shall be posted prior to building permit

issuance to insure installation of all landscaping associated with Phase I. The access road along Hwys. 224 and 248 and areas not constructed in Phase I shall be included in this security.

-The final plans shall include specifics on size of materials. The materials shall be of significant size and mix to adequately screen parking from Hwys. 248 and 224.

8. A detailed streetscape plan shall be submitted by the applicant and approved by the staff which shall address:

-Paving details.

-Benches.

-Structures such as phone booths, drinking fountains, trash receptacles and bike racks.

9. Final lighting details shall be approved by the staff.
10. Restrooms shall be made available to the public between buildings C and D.
11. A plan for the wetlands crossing shall be submitted prior to permits being issued for any improvements on the site. The bridge detail shall address a separated pedestrian crossing.
12. All necessary permits must be obtained from other agencies including the Army Corps of Engineers and UDOT.
13. Any freestanding signs shall be separately approved by the Planning Commission.
14. Final architectural details shall be approved by staff prior to building permit issuance which shall include:

-Final approval of materials and color.

-Wrapping the roof detail around the northwest side of the buildings B and C and the east side of building E is required.

what is D, E + F

15. Final details on screening of dumpsters and the trash compactor shall be approved.
16. The exact location and design of the bus shelter shall be reviewed and approved by staff. A detailed plan shall be submitted which includes details of the shelter and details of

the significant landscaping which shall be required in the area.

17. ~~Prior to building permit issuance, the applicant shall submit and the staff shall approve a plan to phase parking for Phase I of the development. No more than 300 spaces shall be permitted to be constructed initially. The areas not to be paved at this time will be landscaped temporarily to blend with the balance of the landscape plan. Within 12 months of full occupancy of Phase I, the Planning Commission will evaluate the demonstrated need for the additional parking.~~
18. When the Top Stop applies for remodeling of the use, the improvements shall be made compatible with this approval.
19. ~~Prior to Building Permit issuance for the commercial project, a small scale MPD/CUP shall be approved for the residential portion of the Snow Creek Large Scale MPD.~~

Nora L. Seltnerich
Nora L. Seltnerich, AICP
Planning Director

9/26/93
Date

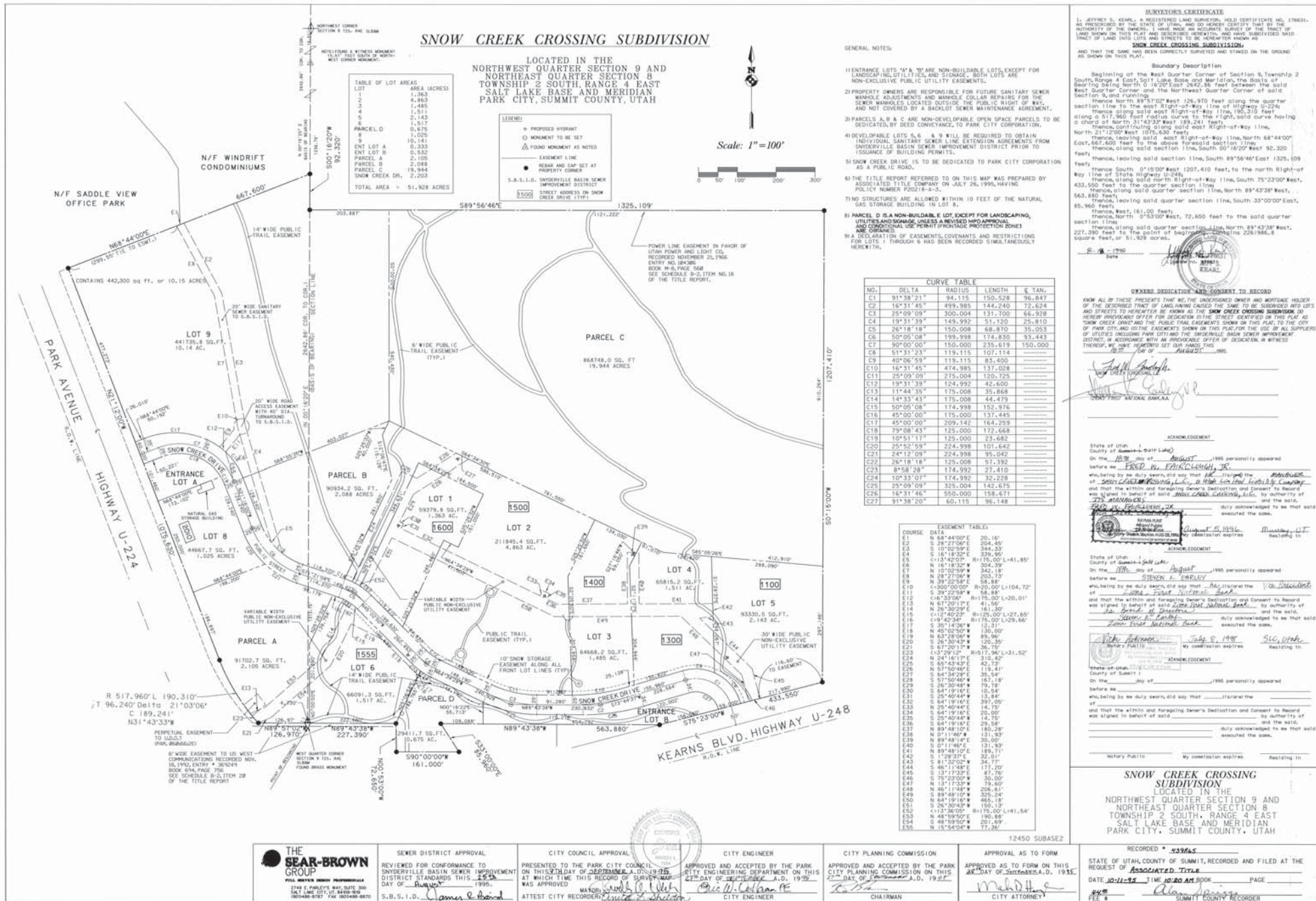
cc: Jack Thomas, AIA

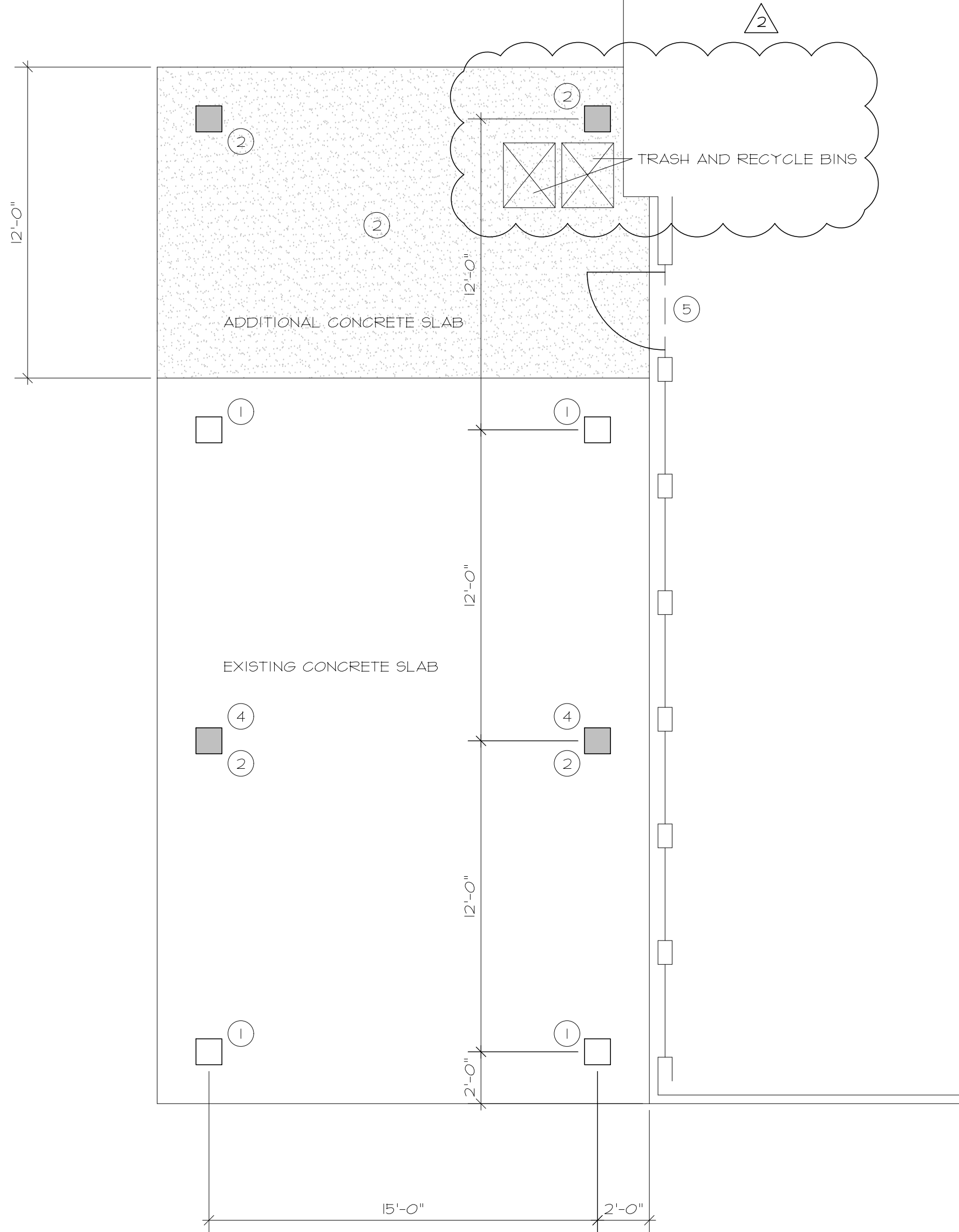
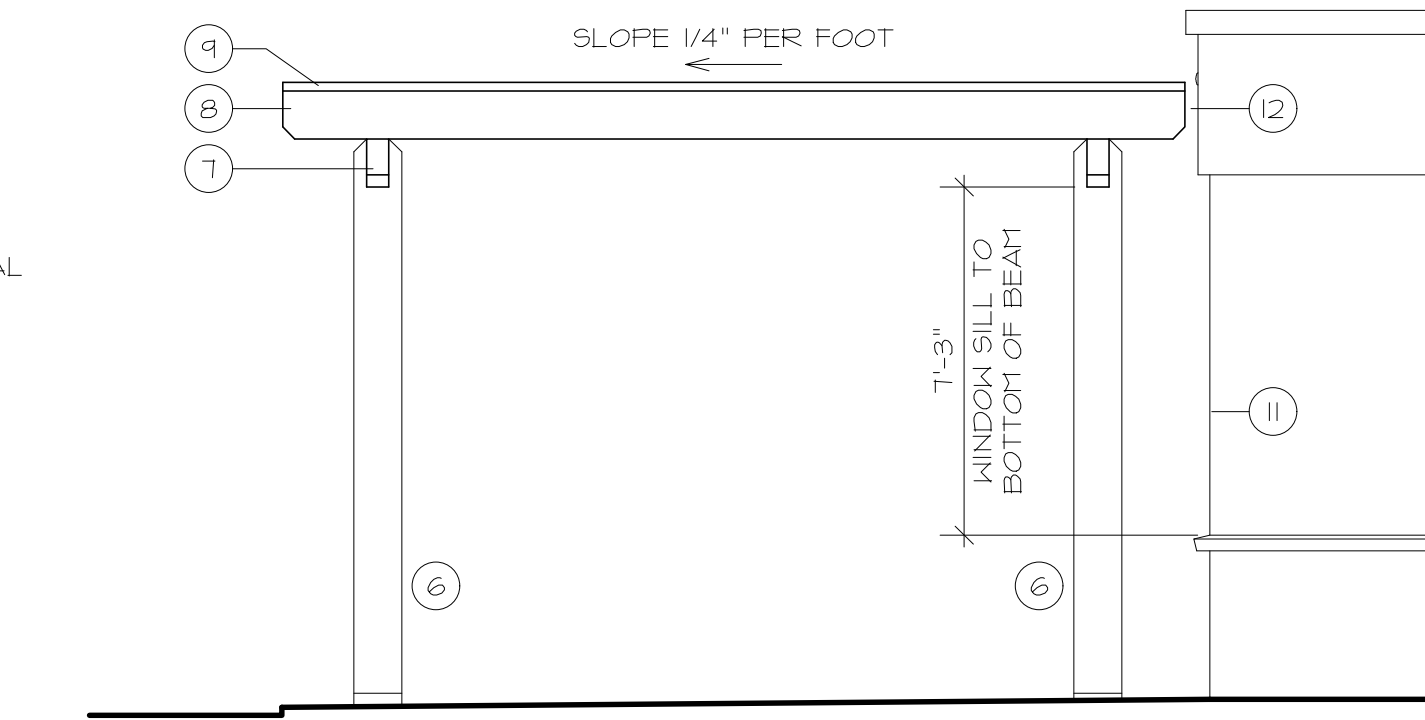
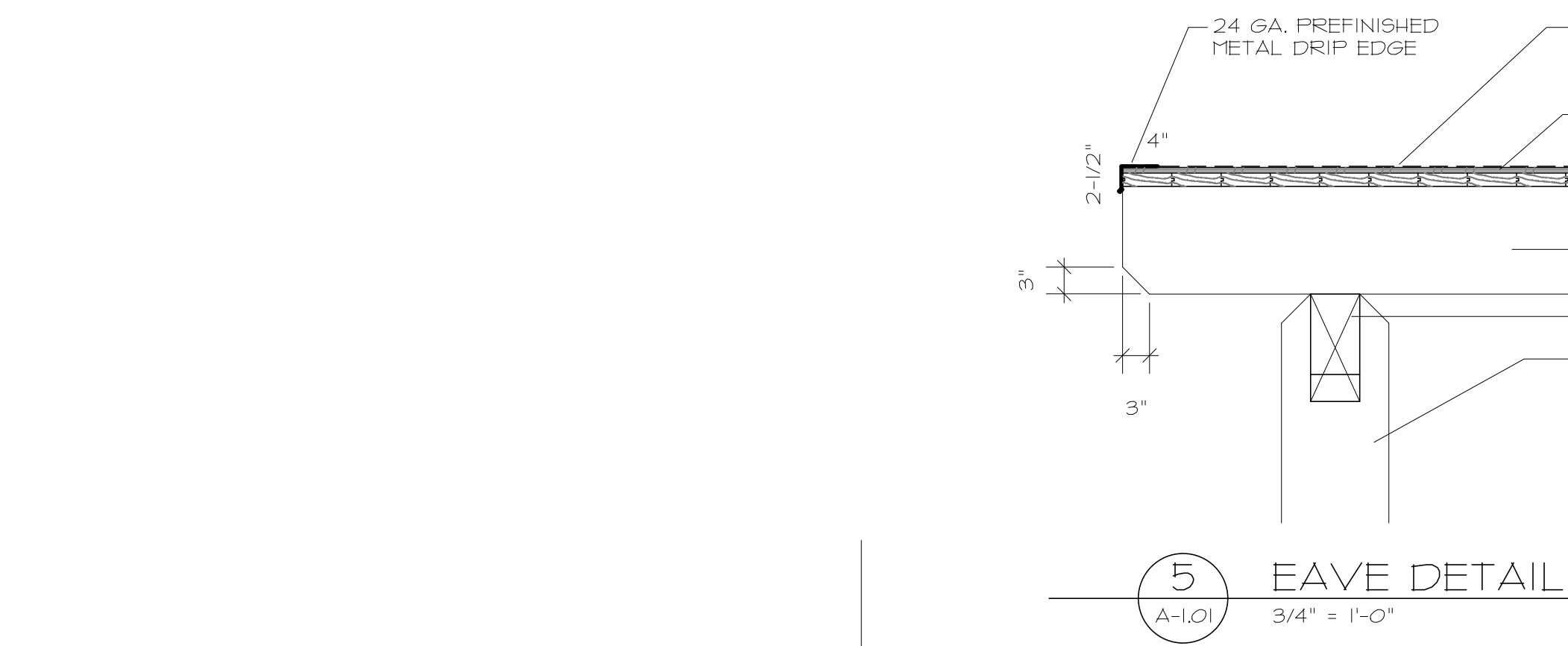
ACKNOWLEDGEMENT

I, the undersigned, hereby acknowledge the conditions by which the project referred to above as approved.

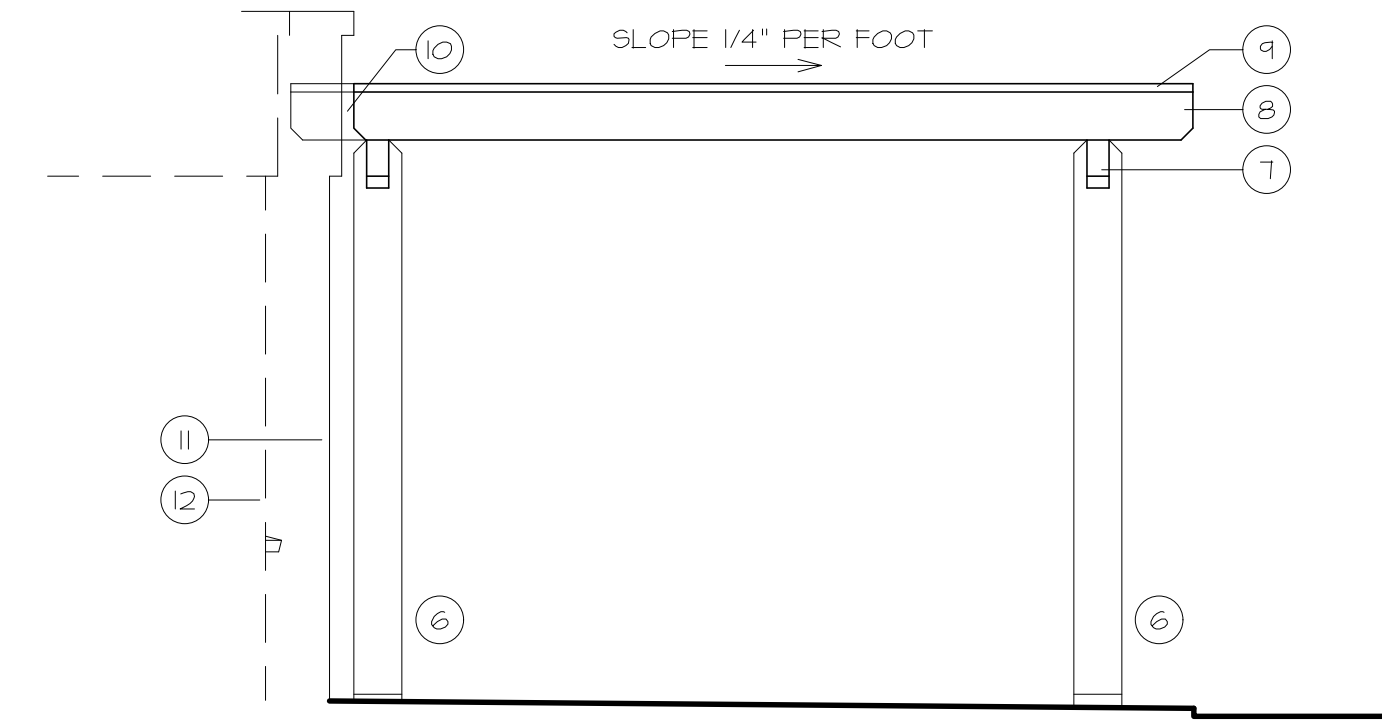
Jack Thomas Date 11/19/93

NO CONSTRUCTION SHALL BE PERMITTED UNTIL A SIGNED COPY OF THIS LETTER, SIGNIFYING CONSENT TO THE CONDITIONS OUTLINED ABOVE, HAS BEEN RETURNED TO THE PLANNING DEPARTMENT.





3 LEFT (WEST) ELEVATION
A-1.01 1/4" = 1'-0"



4 REAR (NORTH) ELEVATION
A-1.01 1/4" = 1'-0"

KEYED NOTES

- 1 NEW TIMBER POST OVER EXISTING CONCRETE PIER- SEE STRUCTURAL FOR RETROFIT OF COLUMN BASE
- 2 NEW TIMBER POST- SEE STRUCTURAL FOR FOOTING/PIER DETAILS
- 3 NEW CONCRETE SLAB OVER 4" (MIN) COMPACTED GRAVEL BASE- MATCH ELEVATION, SLOPE, AND PLANE OF EXISTING CONCRETE PATIO SLAB
- 4 SAWCUT AND REMOVE EXISTING CONCRETE SLAB AS REQUIRED TO ALLOW FOR INSTALLATION OF NEW FOOTING AND PIER
- 5 SAWCUT/REMOVE EXISTING MASONRY BULKHEAD IN ALIGNMENT WITH JAMBS AT WINDOW OPENING ABOVE. REMOVE EXISTING STOREFRONT WINDOW AND FRAME COMPLETE. INSTALL NEW STOREFRONT FRAME WITH 36" WIDE GLAZED ENTRY DOOR TO MATCH EXISTING WITH TRANSOM ABOVE. PROVIDE SAFETY GLAZING, PANIC HARDWARE, AND KEYED LOCK TO MATCH EXISTING
- 6 TIMBER POST- SEE STRUCTURAL
- 7 GLULAM ROOF BEAM- SEE STRUCTURAL
- 8 GLULAM PURLINS- SEE STRUCTURAL
- 9 24 GA. PREFINISHED METAL DRIP EDGE
- 10 MAINTAIN 2-1/2" CLEARANCE TO EXISTING BUILDING
- 11 PROFILE OF EXISTING STRUCTURE
- 12 PROFILE OF EXISTING STRUCTURE BEYOND SHOWN DASHED

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PERGOLA STRUCTURE FOR
WASATCH BAGEL COURTYARD
LOT #4 - SNOW CREEK CROSSING SUBDIVISION

3300 SNOW CREEK DRIVE
PARK CITY, UTAH

summitdesign
architecture

p.o. box 681302 park city, utah 84068
435.649.2055

GAZEBO

MAY 9 '24	5-20-24	10-29-24				
1/4" = 1'-0"						

SHEET

A-1.01

SNOW CREEK CROSSING SUBDIVISION

LOCATED IN THE
NORTHWEST QUARTER SECTION 9 AND
NORTHEAST QUARTER SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

TABLE OF LOT AREAS	AREA (ACRES)
LOT 1	1.363
LOT 2	4.863
LOT 3	1.485
LOT 4	1.511
LOT 5	2.143
LOT 6	1.517
LOT 7	0.675
LOT 8	1.025
LOT 9	10.141
ENT LOT A	0.333
ENT LOT B	0.532
PARCEL A	2.105
PARCEL B	2.088
PARCEL C	19.944
SNOW CREEK DR.	2.203
TOTAL AREA	= 51.928 ACRES

LEGEND:
PROPOSED HYDRANT
MONUMENT TO BE SET
FOUND MONUMENT AS NOTED
EASEMENT LINE
REBAR AND CAP SET AT PROPERTY CORNER
S.B.S.I.D. SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
STREET ADDRESS ON SNOW CREEK DRIVE (TYP.)

Scale: 1"=100'



GENERAL NOTES:

- ENTRANCE LOTS 'A' & 'B' ARE NON-BUILDABLE LOTS, EXCEPT FOR LANDSCAPING, UTILITIES, AND SIGNAGE. BOTH LOTS ARE NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS.
- PROPERTY OWNERS ARE RESPONSIBLE FOR FUTURE SANITARY SEWER MANHOLE ADJUSTMENTS AND MANHOLE COLLAR REPAIRS FOR THE SEWER MANHOLES LOCATED OUTSIDE THE PUBLIC RIGHT OF WAY, AND NOT COVERED BY A BACKLOT SEWER MAINTENANCE AGREEMENT.
- PARCELS A, B, & C ARE NON-DEVELOPABLE OPEN SPACE PARCELS TO BE DEDICATED, BY DEED CONVEYANCE, TO PARK CITY CORPORATION.
- DEVELOPABLE LOTS 5, 6, & 9 WILL BE REQUIRED TO OBTAIN INDIVIDUAL SANITARY SEWER LINE EXTENSION AGREEMENTS FROM SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT PRIOR TO ISSUANCE OF BUILDING PERMITS.
- SNOW CREEK DRIVE IS TO BE DEDICATED TO PARK CITY CORPORATION AS A PUBLIC ROAD.
- THE TITLE REPORT REFERRED TO ON THIS MAP WAS PREPARED BY ASSOCIATED TITLE COMPANY ON JULY 26, 1995, HAVING POLICY NUMBER P20218-A-3.
- NO STRUCTURES ARE ALLOWED WITHIN 10 FEET OF THE NATURAL GAS STORAGE BUILDING IN LOT 8.
- PARCEL D IS A NON-BUILDABLE LOT, EXCEPT FOR LANDSCAPING, UTILITIES AND SIGNAGE, UNLESS A REVISED MAP, APPROVAL AND CONDITIONAL USE PERMIT (FRONTAGE PROTECTION ZONE) ARE OBTAINED.
- A DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR LOTS 1 THROUGH 6 HAS BEEN RECORDED SIMULTANEOUSLY HEREWITH.

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	C. TAN.
C1	91°38'21"	94.115	150.528	96.847
C2	16°31'45"	499.985	144.240	72.624
C3	25°09'09"	300.004	131.700	66.928
C4	19°31'39"	149.992	51.120	25.810
C5	26°18'18"	150.008	68.870	35.053
C6	50°05'08"	199.998	174.830	93.443
C7	90°00'00"	150.000	235.619	150.000
C8	51°31'23"	119.115	107.114	-----
C9	40°06'59"	119.115	83.400	-----
C10	16°31'45"	474.985	137.028	-----
C11	25°09'09"	275.004	120.725	-----
C12	19°31'39"	124.992	42.600	-----
C13	11°44'35"	175.008	35.868	-----
C14	14°33'43"	175.008	44.479	-----
C15	50°05'08"	174.998	152.976	-----
C16	45°00'00"	175.000	137.445	-----
C17	45°00'00"	209.142	164.259	-----
C18	79°08'43"	125.000	172.668	-----
C19	10°51'17"	125.000	23.682	-----
C20	25°52'59"	224.998	101.642	-----
C21	24°12'09"	224.998	95.042	-----
C22	26°18'18"	125.008	57.392	-----
C23	8°58'28"	174.992	27.410	-----
C24	10°33'07"	174.992	32.228	-----
C25	25°09'09"	325.004	142.675	-----
C26	16°31'46"	550.000	158.671	-----
C27	91°38'20"	60.115	96.148	-----

EASEMENT TABLE:	
COURSE	DATA
E1	N 68°44'00"E 20.16'
E2	S 28°27'06"E 204.45'
E3	S 10°02'59"W 344.33'
E4	S 16°18'32"E 339.95'
E5	<13°42'07" R=175.00' L=41.85'
E6	N 16°18'32"W 304.39'
E7	N 10°02'59"W 342.18'
E8	N 28°27'06"W 203.73'
E9	N 39°22'58"E 58.88'
E10	<300°00'00" R=20.00' L=104.72'
E11	S 39°22'58"W 58.88'
E12	<6°33'06" R=175.00' L=20.01'
E13	N 67°20'17"E 41.56'
E14	N 26°30'29"E 161.30'
E15	<12°40'18" R=125.00' L=27.65'
E16	<9°42'34" R=175.00' L=29.66'
E17	S 35°14'36"W 12.31'
E18	N 45°02'50"W 130.00'
E19	N 83°28'06"W 89.96'
E20	S 26°30'43"W 120.35'
E21	S 67°20'17"W 36.75'
E22	<3°29'12" R=517.96' L=31.52'
E23	N 24°16'17"E 310.42'
E24	S 65°43'43"E 42.73'
E25	N 57°50'46"E 119.41'
E26	S 64°34'28"E 35.54'
E27	S 57°50'46"W 167.18'
E28	S 26°30'48"W 79.78'
E29	S 64°19'16"E 10.54'
E30	S 25°40'44"W 13.84'
E31	S 64°19'16"E 397.05'
E32	N 25°40'44"W 14.75'
E33	S 64°19'16"E 20.00'
E34	S 25°40'44"W 14.75'
E35	S 64°19'16"E 20.00'
E36	S 25°40'44"W 14.75'
E37	N 89°48'10"E 180.28'
E38	N 0°11'46"W 131.93'
E39	N 89°48'10"E 30.00'
E40	S 0°11'46"W 131.93'
E41	N 89°48'10"E 189.71'
E42	S 1°28'37"E 32.01'
E43	S 81°32'02"W 34.77'
E44	S 46°11'48"E 17.20'
E45	S 13°17'33"E 87.76'
E46	S 75°23'00"W 30.00'
E47	N 13°17'33"W 79.60'
E48	N 46°11'48"W 206.61'
E49	N 89°48'10"E 325.24'
E50	N 64°19'16"E 465.18'
E51	S 26°30'43"W 150.13'
E52	<13°36'05" R=175.00' L=41.54'
E53	N 48°59'50"E 190.88'
E54	S 48°59'50"W 201.69'
E55	N 15°54'04"W 77.36'

12450 SUBBASE2

SURVEYOR'S CERTIFICATE

I, JEFFREY S. KEARL, A REGISTERED LAND SURVEYOR, HOLD CERTIFICATE NO. 176631, AS PRESCRIBED BY THE STATE OF UTAH, AND DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE AN ACCURATE SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS TO BE HEREINAFTER KNOWN AS

SNOW CREEK CROSSING SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

Boundary Description

Beginning at the West Quarter Corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, the Basis of Bearing being North 0°16'20"E 2642.86 feet between the said West Quarter Corner and the Northwest Quarter Corner of said Section 9, and running:
thence North 89°57'02" West 126.970 feet along the quarter section line to the east Right-of-Way line of Highway U-224;
thence along said east Right-of-Way line, 190.310 feet along a 917.960 foot to the right, said curve having a chord of North 31°43'33" West 189.241 feet;
thence, continuing along said east Right-of-Way line, North 21°12'00" West 1075.630 feet;
thence, leaving said east Right-of-Way line, North 68°44'00" East, 667.600 feet to the above foresaid section line;
thence, along said section line, South 00°16'20" West 92.320 feet;
thence, leaving said section line, South 89°56'46" East 1325.109 feet;
thence, South 0°15'00" West 1207.410 feet, to the north Right-of-Way line of State Highway U-248;
thence, along said north Right-of-Way line, South 75°23'00" West, 433.550 feet to the quarter section line;
thence, along said quarter section line, North 89°43'38" West, 563.880 feet;
thence, leaving said quarter section line, South 33°00'00" East, 85.960 feet;
thence, West, 161.00 feet;
thence, North 0°53'00" West, 72.650 feet to the said quarter section line;
thence, along said quarter section line, North 89°43'38" West, 227.390 feet to the point of beginning, contains 2261986.8 square feet, or 51.928 acres.

8-18-1995
Date

Jeffrey S. Kearl
Surveyor

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER AND MORTGAGE HOLDER OF THE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO HEREINAFTER BE KNOWN AS THE SNOW CREEK CROSSING SUBDIVISION, DO HEREBY IRREVOCABLY OFFER FOR DEDICATION (THE STREET IDENTIFIED ON THIS PLAT AS "SNOW CREEK DRIVE" AND THE PUBLIC TRAIL EASEMENTS SHOWN ON THIS PLAT, TO THE CITY OF PARK CITY, AND (THE EASEMENTS SHOWN ON THIS PLAT, FOR THE USE BY ALL SUPPLIERS OF UTILITIES (INCLUDING PARK CITY) AND THE SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION, IN WITNESS WHEREOF, WE HAVE HERETO SET OUR HANDS THIS

8th day of AUGUST, 1995.

John W. Anderson
SNOW CREEK CROSSING, L.L.C.
Zions First National Bank, N.A.

ACKNOWLEDGEMENT

State of Utah)
County of Summit) Salt Lake
On the 18th day of August, 1995 personally appeared
before me FRED W. FAIRCLOUGH, JR.
who, being by me duly sworn, did say that HE (is/are) the MANAGER of SNOW CREEK CROSSING, L.L.C., a Utah Limited Liability Company, and that the within and foregoing Owner's Dedication and Consent to Record was signed in behalf of said SNOW CREEK CROSSING, L.L.C. by authority of ITS MANAGERS and the said, FRED W. FAIRCLOUGH, JR. duly acknowledged to me that said executed the same.

Notary Public
My commission expires August 5, 1996
Murray, UT
Residing in

ACKNOWLEDGEMENT

State of Utah)
County of Summit) Salt Lake
On the 18th day of August, 1995 personally appeared
before me STEVEN K. FARLEY
who, being by me duly sworn, did say that HE (is/are) the Vice President of Zions First National Bank, and that the within and foregoing Owner's Dedication and Consent to Record was signed in behalf of said Zions First National Bank by authority of its Board of Directors and the said, STEVEN K. FARLEY, duly acknowledged to me that said executed the same.

Notary Public
My commission expires July 8, 1998
SLC, Utah
Residing in

ACKNOWLEDGEMENT

State of Utah)
County of Summit)
On the day of , 1995 personally appeared
before me
who, being by me duly sworn, did say that (is/are) the
and that the within and foregoing Owner's Dedication and Consent to Record was signed in behalf of said by authority of and the said, duly acknowledged to me that said executed the same.

Notary Public
My commission expires
Residing in

SNOW CREEK CROSSING SUBDIVISION

LOCATED IN THE
NORTHWEST QUARTER SECTION 9 AND
NORTHEAST QUARTER SECTION 8
TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECORDED * 439865

STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE REQUEST OF ASSOCIATED TITLE
DATE 10-11-95 TIME 10:20 AM BOOK PAGE
FEE \$ 44.8
SUMMIT COUNTY RECORDER

THE SEAR-BROWN GROUP
FULL SERVICE DESIGN PROFESSIONALS
2749 E. PARLEY'S WAY, SUITE 300
SALT LAKE CITY, UT 84109-1618
(801)486-8787 FAX (801)486-8870

SEWER DISTRICT APPROVAL
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS THIS 25th DAY OF August, 1995.
S.B.S.I.D. James E. Baird

CITY COUNCIL APPROVAL
PRESENTED TO THE PARK CITY COUNCIL ON THIS 27th DAY OF SEPTEMBER A.D. 1995
AT WHICH TIME THIS RECORD OF SURVEY MAP WAS APPROVED
MAYOR: David L. Sheldon
ATTEST CITY RECORDER: David L. Sheldon

CITY ENGINEER
APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS 27th DAY OF SEPTEMBER A.D. 1995
CITY ENGINEER: Chris W. Cochran PE

CITY PLANNING COMMISSION
APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 27th DAY OF SEPTEMBER A.D. 1995
CHAIRMAN: [Signature]

APPROVAL AS TO FORM
APPROVED AS TO FORM ON THIS 28th DAY OF SEPTEMBER A.D. 1995
CITY ATTORNEY: Mahdhy

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement ("Fourth Amendment") is made and entered into by and between Snow Creek Marketplace, LLC, a Utah limited liability company ("Landlord"), and Chelsea's Dough, LLC, a Utah limited liability company ("Tenant").

1. A Shopping Center Lease (the "Lease") was initially entered into on or about April 18, 2010, between Landlord's predecessor-in-interest and Tenant regarding retail premises commonly known as 1300 Snow Creek Drive, Suites N & O, Park City, Utah 84060 (the "Premises").

2. The Lease was previously amended pursuant to a First Amendment to Lease Agreement, dated December 12, 2012, a Second Amendment to Lease Agreement, dated May 7, 2013, and a Third Amendment to Lease Agreement, dated August 15, 2018.

3. Landlord and Tenant hereby mutually agree to further amend the Lease as follows.

(a) The pergola adjacent to the Premises and within the Common Area is in need of repair.

(b) Tenant shall rebuild the pergola adjacent to the Premises and generally make improvements to the Common Area to convert it into a patio as depicted in the designs attached hereto as Exhibit A, including, without limitation, the furniture and items depicted in Exhibit A. Any modifications of the designs attached hereto as Exhibit A must be approved in advance in writing by Landlord, although Landlord shall not unreasonably withhold approval for proposed design modifications.

(c) Tenant shall be responsible for completing all improvements to the pergola, patio, and surrounding Common Area, and shall be responsible for all building permits or other city approvals, inspections, etc. To the extent Park City requires any consent from Landlord or the signature of Landlord on any document in conjunction with the building permits or other city approvals, inspections, etc., Landlord shall cooperate and provide the necessary consents and/or signatures. All improvements shall fully comply with all building codes and city ordinances.

(d) Landlord shall contribute \$30,000 of the funds paid by Landlord's insurance carrier for the current damage to the pergola to be used for the improvements to be made by Tenant as set forth in this Fourth Amendment. Other than the \$30,000 contributed by Landlord, Tenant shall be solely responsible for the costs of all improvements to be made by Tenant as set forth in this Fourth Amendment, including, without limitation, designs, permits, inspections, construction, furniture, etc.

(e) The pergola, patio, furniture, and all related improvements to be made by Tenant as set forth in this Fourth Amendment are within the Common Area and shall constitute Common Area which is available for use by all other tenants, customers, and guests of the Shopping Center, subject to the following provisions.

(i) Tenant shall have the exclusive possession and use of the smoker and other cooking implements.

(A) Landlord shall not be responsible for any damage to or loss of the smoker or other cooking implements from any cause other than the grossly negligent acts of Landlord or Landlord's agents.

(B) When the smoker and other cooking implements are not in use, Tenant shall secure such items to prevent unauthorized use by anyone other than Tenant.

(ii) Except as otherwise expressly set forth herein, the subject Common Area, including, without limitation, the pergola, patio, furniture, and all other improvements to be made by Tenant as set forth in this Fourth Amendment, shall be available for use by Tenant, all other tenants, customers, and guests of the Shopping Center, on a first come, first served basis, with no reservations permitted, and with no portion thereof being roped off or otherwise designated for the exclusive use of anyone.

(iii) Notwithstanding the fact that the subject area continues to constitute Common Area, for the duration of the Lease (including any extensions or replacements thereof), Tenant shall be solely responsible for monitoring and controlling user behavior within this portion of the Common Area.

(f) Notwithstanding the fact that the pergola, patio, furniture, and all related improvements to be made by Tenant as set forth in this Fourth Amendment constitute Common Area, Tenant shall indemnify, defend, and hold Landlord harmless with respect to any and all claims, liabilities, and obligations arising out of or related in any way to any injury, loss, or other damage arising from or related in any manner to this portion of the Common Area, including, without limitation, loss of, use of, or misuse of any furniture or equipment within this portion of the Common Area (essentially an extension of Tenant's indemnity obligations in Paragraph 11 of the Lease, but any conflicting provision in this Fourth Amendment controls over Paragraph 11 of the Lease with respect to this portion of the Common Area).

(g) Notwithstanding the fact that the pergola, patio, furniture, and all related improvements to be made by Tenant as set forth in this Fourth Amendment constitute Common Area, for the duration of the Lease (including any extensions or replacements thereof), Tenant shall be solely responsible, at Tenant's sole expense, for maintaining, repairing, and replacing as needed, the pergola, patio, furniture, and all related improvements to be made by Tenant as set forth in this Fourth Amendment, as well as cleaning, trash removal, and general upkeep of this portion of the Common Area.

(h) Notwithstanding the fact that the pergola, patio, furniture, and all related improvements to be made by Tenant as set forth in this Fourth Amendment constitute Common Area, for the duration of the Lease (including any extensions or replacements thereof), Tenant shall be solely responsible, at Tenant's sole expense, for insuring all furniture, equipment, and improvements in this portion of the Common Area for the full replacement cost thereof, and for further including this portion of the Common Area in the general liability insurance Tenant is

required to maintain pursuant to Paragraph 12 of the Lease. Such policy limits shall in no event limit the liability of Tenant under the Lease and/or this Fourth Amendment. Such insurance shall be with companies reasonably acceptable to Landlord, and Tenant shall furnish Landlord with certificates of coverage upon issuance or modification. Such insurance shall not be cancelable or subject to reduction of coverage or other material modification except after at least ten days prior written notice to Landlord by the insurer. Such insurance shall be written as primary policies, not contributing with and not in excess of the coverage which Landlord may carry, and shall name Landlord as an additional insured. Tenant shall, at least ten days prior to the expiration of such insurance, furnish Landlord with a renewal certificate for such insurance. Landlord and Tenant waive all rights to recover against each other for any loss or damage arising from any cause covered by any insurance carried by the waiving party, to the extent that such damage is actually covered, provided that, if required, Landlord and Tenant shall exercise reasonable, good faith efforts, to obtain the consent of their respective insurance companies to such waiver.

(i) Upon the termination of the Lease, Tenant shall remove all improvements to be made by Tenant as set forth in this Fourth Amendment, and repair any damage to the Common Area caused by such removal, as Landlord may direct. To the extent Landlord does not direct Tenant to remove any of the improvements to be made by Tenant as set forth in this Fourth Amendment, all such improvements, including, without limitation, the pergola, patio, furniture, etc., shall remain as Common Area with no payment or other compensation made to Tenant for such items.

4. To the extent the terms of this Fourth Amendment modify or conflict with any provisions of the Lease, as previously amended, then the terms of this Fourth Amendment shall control. All other terms of the Lease, as amended, which are not modified by this Fourth Amendment are hereby ratified and shall remain in full force and effect.

5. Landlord and Tenant each represent themselves in this transaction, and they agree to indemnify, defend, and hold each other harmless regarding any claim for a commission made by any person or entity purporting to represent either Landlord or Tenant in this transaction.

6. This Fourth Amendment, or any provision thereof, shall not be construed against either Landlord or Tenant due to the fact that this Fourth Amendment, or any provision thereof, was drafted by Landlord or Tenant or one of their agents, but rather this Fourth Amendment shall be construed and interpreted as if it was the product of the joint efforts of Landlord and Tenant, with each having equal input thereto.

7. Tenant represents and warrants that it has had sufficient opportunity for the lawyer of Tenant's choice review this Fourth Amendment and to advise Tenant with respect thereto, and either Tenant has done so or has voluntarily and intentionally waived the right to do so. Tenant further represents and warrants that in entering into this Fourth Amendment, Tenant has relied solely upon Tenant's own judgment, and Tenant has not relied upon any representation or statement which may have been made to Tenant by Landlord or an agent of Landlord.

8. Any individual executing this Fourth Amendment on behalf of an entity hereby unconditionally represents and warrants that they are duly authorized to execute this Fourth Amendment on behalf of such entity and to cause such entity to be legally bound thereby.

9. This Fourth Amendment may be executed in counterparts.

Effective as of January 31, 2024.

“Landlord”

“Tenant”

SNOW CREEK MARKETPLACE, LLC

CHELSEA’S DOUGH, LLC

By:  _____
Sanford Sugar, Manager

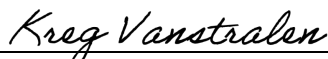
By:  _____
Kreg VanStralen, Manager

EXHIBIT A

































Wasatch Bagels - 4th Amend 240122 (1)

Final Audit Report

2024-02-07

Created:	2024-02-07
By:	Christopher Mabey (cmabey@capstonepm.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABVJHuj0wj0AUoW2i9NzktLxODSuqrD22l

"Wasatch Bagels - 4th Amend 240122 (1)" History

-  Document created by Christopher Mabey (cmabey@capstonepm.com)
2024-02-07 - 8:42:54 PM GMT- IP address: 24.11.4.181
-  Document emailed to sanford.sugar@gmail.com for signature
2024-02-07 - 8:43:13 PM GMT
-  Email viewed by sanford.sugar@gmail.com
2024-02-07 - 9:20:44 PM GMT- IP address: 104.28.57.246
-  Signer sanford.sugar@gmail.com entered name at signing as Sanford Sugar
2024-02-07 - 11:39:23 PM GMT- IP address: 69.242.246.245
-  Document e-signed by Sanford Sugar (sanford.sugar@gmail.com)
Signature Date: 2024-02-07 - 11:39:25 PM GMT - Time Source: server- IP address: 69.242.246.245
-  Agreement completed.
2024-02-07 - 11:39:25 PM GMT



PLANNING DEPARTMENT

July 9, 2008

Mr. Robert Taranto
6170 Trailside Drive
Park City, UT 84098

NOTICE OF STAFF ACTION

<u>Project Name</u>	Flippin' Burgers
<u>Project Description</u>	Outdoor Dining Conditional Use Permit
<u>Date</u>	July 9, 2008

Action Taken By Planning Staff: The Planning Staff APPROVED the Outdoor Dining Conditional Use Permit for Flippin' Burgers at 1300 Snow Creek Canyon Drive based on the following:

Findings of Fact:

1. This application has been reviewed under Section 15-1-10 of the Land Management Code and criteria 1-15 as found above.
2. The outdoor dining is to be located to the east side of the existing Flippin' Burgers located at 1300 Snow Creek Drive.
3. The underlying zoning on this property is Residential Development Medium density (RDM) with Regional Commercial Overlay.
4. The application, as conditioned, complies with all requirements of the Land Management Code, Section 15-1-10.
5. There will be no new signs or lighting associated with this project.
6. The outdoor dining area will be allowed from 6:00 am – 10:00 pm.
7. The outdoor dining will occur year round.
8. The outdoor dining tables will be round black metal mesh with umbrellas and matching chairs. The picnic tables will be black Platisol.
9. There are no additional utilities associated with this proposal.

Conclusions of Law:

1. The application complies with all requirements of Section 15-1-10(E) of the Land Management Code.
2. The proposed use, as conditioned, is compatible with the surrounding residential and commercial structures in use, scale, mass and circulation.
3. As conditioned the use is consistent with the Park City General Plan.

4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. Nothing herein shall allow any violation to the International Fire Code, International Building Code, or Park City Municipal Code, including any violation of the Municipal Noise Ordinance. Please find specifics as they pertain to this approval attached (Section 6-3-8 and 6-3-9 attached).
2. A one-year review of this permit shall be conducted by June 10, 2009. If at that time staff finds the outdoor dining is operating in compliance with this approval and all other requisite City Codes, this approval shall be extended indefinitely.
3. The proposed is not an exclusive use. It is located on land owned by the shopping center rather than the tenant. Therefore, the outdoor dining area shall remain available for use by all tenants and their customers rather than being for the exclusive use of Flippin' Burgers.
4. Tables and chairs must not encroach on areas that are shown on site plan as pedestrian walk ways and access. Five feet of empty space must always remain between Post #1 and any outdoor furniture. There must also remain six feet of empty space between Post #2 and street curb as shown on site plan.

Sincerely,



Jacquelyn Mauer
City Planner



PLANNING DEPARTMENT

June 13, 2013

Cameron Kent
Big Bear Enterprises
295 East 1650 South
Bountiful, UT 84010

NOTICE OF PLANNING STAFF ADMINISTRATIVE ACTION

<u>Project Name:</u>	Miners Grill Outdoor Dining
<u>Project Address:</u>	1300 Snow Creek Drive #5
<u>Project Permit:</u>	PL-13-01909
<u>Project Description:</u>	Administrative Conditional Use Permit for Outdoor Dining
<u>Date of Staff Action:</u>	June 13, 2013

Action Taken By Planning Staff: The Planning Staff APPROVED the Outdoor Dining Permit at 1300 Snow Creek Drive #5. Staff reviewed the project for compliance with Section 15-1-10(E) and 15-2.17-8(B) (1) of the Land Management Code and approved the application according to the following Findings of Fact, Conclusions of Law and Conditions of Approval:

Findings of Fact:

1. This application has been reviewed under Sections 15-1-10 and 15-2.17-8(B) (1) of the Land Management Code and criteria 1-15 as found above.
2. The outdoor dining is to be located to the south side of the existing Miners Grill located at 1300 Snow Creek Drive #5.
3. The underlying zoning on this property is Residential Development Medium Density (RDM).
4. The application, as conditioned, complies with all requirements of the Land Management Code, Section 15-1-10.
5. There will be no new signage associated with this project.
6. Hours of operation are from 11:00 a.m. to 10:00 p.m.
7. The outdoor dining will occur from April 15th to November 15th.
8. The three (3) existing trees shall remain and have a three (3) foot clearance from gravel or patio surface at the base.
9. A bubbler drip system will tie into the existing irrigation system to maintain trees (3 per tree).
10. There will be seven (7) outdoor dining tables that will be solid steel with umbrellas that do not have signage or logos and matching chairs (see site plan).

11. The Patio surface will consist of 1/16" to 1/2 "gravel (see file).
12. The fence will consist of cedar posts with black steel railing (see file).
13. The outdoor lighting will be down lit and shielded with white bulbs (see file).
14. The Outdoor music must comply with the Park City Municipal Code, Title 6-3-8 (2) Outdoor Speakers: Permitting or causing to exist any loud speaker 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. As defined in the Land Management Code conditional use approval review, music is limited to 11 a.m. to 10 p.m. and may not emanate beyond the boundaries of the outdoor dining area.

Conclusions of Law:

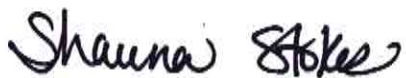
1. The application complies with all requirements of Sections 15-1-10(E) and 15-2.17-8(B) (1) of the Land Management Code.
2. The proposed use, as conditioned, is compatible with the surrounding residential and commercial structures in use, scale, mass and circulation.
3. As conditioned the use is consistent with the Park City General Plan.
4. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. Nothing herein shall allow any violation to the International Fire Code, International Building Code, or Park City Municipal Code, including any violation of the Municipal Noise Ordinance. Please find specifics as they pertain to this approval attached (Section 6-3-8 and 6-3-9 attached).
2. A one-year review of this permit shall be conducted by June 13, 2014. If at that time staff finds the outdoor dining is operating in compliance with this approval and all other requisite City Codes, this approval shall be extended indefinitely.

If you have any questions or if I can be of additional assistance, please do not hesitate to call me at 435-615-5065, or e-mail me at stokes@parkcity.org

Sincerely,



Shauna Stokes
Planning Technician

Snow Creek Crossing Approved Master Planned Development

